

Quincy Radio Site License Agreement

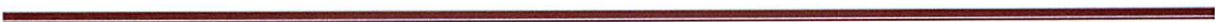
Contract ID: 430-3720D

Between

Multi Agency Communications Center

And

**Public Utility District No. 2 of Grant County,
Washington**



Quincy Radio Site License Agreement

This Quincy Radio Site License Agreement, Contract ID 430-3720D ("License"), is made this 27th day of May, 2014 ("Effective Date"), between Multi Agency Communications Center, an Interlocal Agency formed under RCW Ch. 39.34, with its principal offices located at 6500 32nd Avenue NE, Suite 911, Moses Lake, Washington 98837 ("Licensor"), and Public Utility District No. 2 of Grant County, Washington, with its principal offices at 30 C St. SW, P.O. Box 878, Ephrata, WA 98823 ("Licensee"). Licensor and Licensee are at times herein collectively referred to as "Parties" or individually as the "Party."

RECITALS

WHEREAS, Licensor entered into the Prime Lease with Warren Morgan ("Morgan") on August 6, 1998, which was subsequently assigned by Morgan to WRM Properties, LLC ("Prime Lessor"), pursuant to which Licensor leases the Premises from Prime Lessor; and

WHEREAS, Licensor desires to license to Licensee, and Licensee desires to license from Licensor, certain space on the Tower and certain space in the Building owned by Licensor and located within the Premises, along with other rights and privileges ancillary to the license of the Licensed Facilities and operations of the Licensee Equipment located upon the Premises; and

WHEREAS, The Parties entered into a "Telecommunications Use of Facilities Agreement" on or about September 18, 2000, that expired on September 17th, 2010 and the Parties wish to mutually enter into this License pursuant to the terms and conditions herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby incorporate each of the foregoing recitals into the terms of this License by this reference and hereby agree to be bound to the following terms and conditions of this License as follows.

1. **Definitions.** This License and all exhibits attached hereto shall use the following definitions:

"APN" is defined as the assessor parcel number, or the number used by Grant County, Washington to identify the Property.

"Building" Is the communications equipment building currently erected upon the Premises constructed for housing communications equipment, or any building or structure that is built upon the Premises to replace the current communications equipment building.

"Easements" shall consist of both an "Access Easement", defined as a non-exclusive easement across the Property for pedestrian and vehicular ingress and egress to the Premises for the purpose of accessing, maintaining, and repairing the communications facility; and a "Utility Easement" defined as a non-exclusive easement across the Property granted to Licensor under the Prime Lease for the installation and maintenance of utilities to and from the Premises. The Access Easement and Utility Easement are shown on **Exhibit B-2 – Easements** and **Exhibit B-3 - Easement Survey**.

“Hazardous Substance” shall be interpreted broadly to mean (i) any substance or material defined or designated as hazardous or toxic waste, (ii) hazardous or toxic material, (iii) hazardous or toxic or radioactive substance, or (iv) any substance defined by other similar terms by any federal, state or local environmental Laws presently in effect or promulgated in the future, as such Laws may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance that after release into the environment will or may reasonably be anticipated to cause sickness, death, disease, or contamination of the environment.

“Laws” shall be defined as all applicable laws, including but not limited to, policies, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or that may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating Hazardous Substances.).

“Licensee Equipment” is any personal property that is installed, built, constructed and/or placed at or upon the Licensed Facilities by Licensee specified in **Exhibits C and C-1** attached hereto, as may be amended from time to time in accordance with the terms and conditions of this License;

“Licensed Facilities” shall consist of only the space required for the Licensee Equipment upon the Premises, including only the space required by Licensee for Licensee Equipment on the Tower (**“Tower Facilities”**) as shown on **Exhibit C - Licensed Facilities – Tower Facilities**, and only the space required by Licensee for Licensee Equipment within the Building (**“Building Facilities”**) as specifically shown on **Exhibit C-1 – Licensed Facilities – Building Facilities**.

“Premises” shall be defined as that portion of the Property leased exclusively to Licensor through the Prime Lease, along with the Tower, Building, fences, generator and enclosure(s) located at the Property as shown on **Exhibit B – Licensor Premises**, inclusive of an Access Easement and Utility Easement.

“Prime Lease” is the *“Commercial Lease Agreement”* between Licensor and WRM Properties, LLC, successor-in-interest to Warren Morgan, dated August 6, 1998, as amended by *“Addendum A”* dated August 11, 1998, as subsequently amended by *“Addendum B”* dated October 19, 2005, and as further amended by that certain *“First Amendment to Commercial Lease Agreement”* dated as of March 21, 2014, and as the Prime Lease may be further amended, modified or renewed from time to time, or any agreement replacing the current Prime Lease, governing Licensor's use of the Property. Under the terms of the *“First Amendment to Commercial Lease Agreement”*, The Prime Lease commenced on April 1, 2014, and expires at midnight on March 31, 2019, subject to three (3) additional renewal terms of five (5) years each, (attached as **Attachment A – Prime Lease**).

“Property” is defined as Grant County APN 211895000 with a street address of 22532 Road 9 NW, Quincy, WA 98848, as shown on **Exhibit A – Legal Description** to this License.

“Temporary Power” is defined as a portable power generating unit inclusive of a self-contained fuel supply that complies with all applicable Laws.

“Tower” is the communications tower currently erected upon the Premises or any structure that replaces the current communications tower upon the Premises.

2. **License.** Licensors hereby license to Licensee the Licensed Facilities subject to the terms and conditions contained herein.
3. **Effective Date.** This License shall be effective as of the Effective Date above.
4. **Term.** Subject to the Prime Lease, the initial term of this License shall be for five (5) years ("Initial Term"), and shall commence on the Effective Date, and shall expire at midnight five (5) years from the Effective Date, and shall be subject to:
 - a. **Extension Term(s).** Provided that Licensee is in good standing, and not in Breach or Default, and subject to the Prime Lease, this License shall automatically extend for five (5) consecutive five (5) year terms (each, an "Extension Term") unless either Party gives the other Party written notice of the intent to terminate this License at least six (6) months prior to the end of the then current term. Each Extension Term shall automatically commence immediately following the expiration of the prior term, and shall expire at midnight five (5) years from the commencement of such Extension Term.
 - b. **Hold-Over Term.** Licensee shall **NOT** have the right to holdover the Licensed Facilities beyond the expiration or termination of this License unless agreed to, in writing, by Licensor.
5. **License Fee.** The License Fee for the first (1st) year of the License shall be Eight Thousand and ⁰⁰/₁₀₀ Dollars (\$8,000.⁰⁰/₁₀₀) per year ("License Fee") to be paid within thirty (30) calendar days of the Effective Date of this License.
 - a. **Increases.** Beginning with the second (2nd) year of the License, and every year thereafter, the annual License Fee shall increase by four percent (4%) over the preceding year's License Fee. Each annual License Fee shall be paid in advance, due and payable on each anniversary of the Effective Date.
6. **Other Fees.**
 - a. Licensee shall reimburse to Licensor any and all fees assessed by, or owed to, the Prime Lessor or others, that have been paid by Licensor for Licensee's use and operation of the Licensed Facilities upon the Premises including, without limitation;
 - i. fees owed to the Prime Lessor for revenue sharing as specified in the Prime Lease, Paragraph 4 - Rent (as such paragraph may be modified, relocated, or replaced from time to time.), the cost of which shall be passed through from Licensor to Licensee and shall be considered a "fee" reimbursable to Licensor by Licensee.
 - ii. any assessments, including Washington Leasehold Excise Tax (if applicable), to the extent that such fees or other charges are directly attributable to Licensee's use (or equitable proration thereof) of the Premises.
 - b. For any Modification (as defined below) to the Licensee Equipment upon the Tower Facilities, Licensee shall pay to Licensor a fee for contract administration and application in

the amount of Two Thousand Five Hundred Dollars and ⁰⁰/₁₀₀ (\$2,500 ⁰⁰/₁₀₀) for the administration of this License and each and any subsequent amendment that may be requested by Licensee in connection with this License. Further, Licensee shall pay, as a fee, to Licensor the cost and administration of any structural reports, studies or other cost associated with Tower upgrades that are a result of Licensee's use of the Premises. These amounts shall be due and payable in full within thirty (30) calendar days from Licensor's invoice date.

The fees contained in this Paragraph 6 – Other Fees shall be referred to collectively as "Other Fees". All Other Fees shall be due and payable in full within thirty (30) calendar days of Licensee's receipt of Licensor's invoice.

All License Fees and Other Fees and any other payments owed by Licensee to Licensor shall be marked clearly as MACC Quincy Site, and indicate the service for which payment is being rendered, and made to Licensor at:

Multi Agency Communications Center
6500 32nd Ave NE
Suite 911
Moses Lake, WA 98837

- i. This address may be changed from time to time by delivery of proper notice to Licensee or such other person, firm, or place as Licensor may designate in writing at least thirty (30) calendar days in advance of any License Fee, Other Fee or other payment due date.
- ii. Any payment made late by Licensee to Licensor shall be considered a Breach of this License, and shall be subject to a penalty of the lesser of (i) one percent (1%) per month, or (ii) the highest rate permitted by Laws, for each month or portion of a month said payment is late. A payment shall be late if it is received by Licensor on or after the fifteenth (15th) calendar day from which it was due.

7. **Use and Access.** Subject to the terms and conditions of this License and the Prime Lease, Licensor grants to Licensee:

- a. the non-exclusive right and license to install, operate, and maintain the Licensee Equipment upon and within the Licensed Facilities as specified herein.
- b. full rights of ingress and egress to the Licensed Facilities twenty-four (24) hours a day, provided that Licensee shall give twenty-four (24) hour advance notice to Licensor of such access.
 - i. In the event of an emergency, as reasonably determined by Licensee, Licensee shall not be required to provide advance notice, but shall provide notice to Licensor as soon thereafter as reasonably practical.

- c. non-exclusive access to the Access Easement as defined herein. Licensee's use of and access to the Access Easement shall have the same term as this License.
 - i. Licensee shall not have access to the Utility Easement(s).

Only those employees, engineers, service technicians, contractors, subcontractors, agents, or persons under their direct supervision and control, whom Licensee shall have previously designated to Licensor in writing as Licensee's authorized personnel, shall be permitted to enter the Premises. Licensee shall have full responsibility and liability for the safety and conduct of Licensee's authorized personnel while on any part of the Premises. All work performed by or for Licensee within the Premises shall be performed at Licensee's expense by authorized personnel. Title to all Licensee Equipment shall be held by Licensee. All Licensee Equipment shall remain Licensee's personal property and are not fixtures. Subject to Paragraph 9 – Installation, Improvements, and Technical Standards below, Licensee has the right to remove or replace all Licensee Equipment upon the Licensed Facilities from time to time at its sole expense; provided that Licensee repairs any damage to the Premises caused by such installation, removal and/or replacement.

Licensee agrees that Licensor shall bear no responsibility or liability for the conduct or safety of any of Licensee's authorized personnel while on any part of the Premises.

- 8. **Tower Compliance.** Licensor represents that, to the best knowledge of Licensor, the Tower is at this time in compliance with applicable Laws, and Licensor further represents that the Tower will remain in compliance with applicable Laws, guidelines, and engineering specifications of all government agencies, including but not limited to, the Federal Aviation Administration ("FAA") and the Federal Communications Commission ("FCC").

9. **Installation, Improvements, and Technical Standards.**

- a. **Initial installation and Maintenance of Licensee Equipment.** Licensee accepts the Premises in "as is" condition. Prior to any installation or modification of the Licensee Equipment upon the Licensed Facilities, Licensee shall present to Licensor a completed Site Application (defined below), site plans, and tower level drawing to include diagrams of the locations upon the Premises and Tower upon which such Licensee Equipment shall be installed, and the associated weight and wind loading (together the "Plans"). Licensor, at its sole discretion, shall either approve or reject the Plans, in writing, within forty-five (45) days of Licensor's receipt thereof. In the event Licensor fails to provide written approval or rejection of the Plans within said forty-five (45) day period, the Plans will be deemed rejected. Upon approval of the Plans, Licensee shall have right to install, maintain, and operate the Licensee Equipment as specifically described on the Plans. Following construction and initial installation of the Licensee Equipment, Licensee may thereafter, at its sole cost and expense, perform construction, maintain, repair, and make like-for-like replacements of such approved Licensee Equipment as necessary and appropriate for its ongoing business, subject to the terms of the Prime Lease and this License, including, without limitation, this Paragraph 9. A "Site Application" is a form completed by Licensee, on a form approved by Licensor, detailing the proposed installation or Modification to the Licensee Equipment. Such application shall also include

any requested changes to be made by Licensor for the benefit of Licensee to the Licensed Facilities.

- b. **Modifications to Licensee Equipment.** Prior to making any Modification to the Licensed Facilities, Licensee shall submit a Site Application to Licensor, together with a fee for contract administration as contained herein. Additional analysis may be required by Licensor in connection with the proposed Modification, including, without limitation, a structural analysis and intermodulation study. Any required analysis or study shall be ordered by Licensor, and Licensee shall reimburse to Licensor the full cost of such analysis or study within thirty (30) calendar days of the date of Licensee's receipt of Licensor's invoice.

Any approved Modification shall be evidenced by an amendment to this License and a revision to the Plans, and such revised Plans shall be exhibits to said amendment. For the purposes of this License, a "Modification" shall be (i) any change (including upgrade) to the Licensee Equipment as specified herein or an approved Site Application; (ii) any alterations in the frequency ranges or FCC licensed allocation or power levels specified in the approved Site Application; (iii) any addition of Licensee Equipment or occupation of additional space, or relocation of Licensee Equipment in the shelter or relocation of shelter space; (iv) any repair to the Licensee Equipment that affects Tower loading including, without limitation, weight or wind loading; Licensee Equipment mounting space; size, location or direction of antenna; or frequencies of Licensee Equipment; or (v) any modifications that will change the standard under which the Tower is evaluated by any applicable governing agency or policy, including, but not limited to, those of the Telecommunications Industry Association ("TIA"), the Electronic Industries Alliance ("EIA"), the International Building Code ("IBC") and the American National Standards Institute ("ANSI").

- c. **Conditions Precedent to Installation of or Modification to Licensee Equipment.** Notwithstanding anything to the contrary contained herein, the Parties agree that Licensee's right to install the Licensee Equipment or make a Modification to the Licensee Equipment upon the Licensed Facilities shall not commence until the following conditions are satisfied: (i) the Plans have been approved by Licensor and Prime Lessor, if applicable; (ii) all fees have been paid to the extent applicable, including but not limited to, the following: the application fee, the fee for structural analysis and any other required study or analysis, such requirement to be determined in the sole discretion of Licensor; and (iii) Licensee has received all required permits and governmental or regulatory approvals (if any) required for such installation or Modification. Upon satisfaction of all conditions precedent, Licensor shall provide written notice to Licensee confirming that Licensee may commence such installation or Modification.
- d. **Construction Closeout Documentation.** Licensee shall install the Licensee Equipment specifically as shown on the Plans. Any changes must be approved in writing in advance by Licensor. Within thirty (30) days of completion of construction, Licensee shall present to Licensor all as-built drawings and other installation documentation required by Licensor.
- e. **Site Installation and Operating Practices.** Licensee shall install, operate and maintain the Licensed Facilities in a manner consistent with the Site Installation and Operating Practices

("SIOP") attached as **Exhibit D – Site Installation and Operating Practices**. Licensor shall have the right to make reasonable changes to the SIOP from time to time to ensure safe, interference-free and low maintenance operation by Licensor, Licensee, and other tenants on the Premises; provided that such revisions do not: (i) adversely and materially affect Licensee's permitted use under this License; (ii) adversely and materially interfere with the continuous operation of the Licensed Facilities; (iii) adversely and materially interfere with Licensee's access to the Licensed Facilities; (iv) conflict with any express terms of this License; or (v) adversely and materially increase Licensee's financial obligations under this License. Licensee shall have thirty (30) calendar days after the receipt of the updated SIOP to notify Licensor of any adverse effect of such modifications, or any conflict between the terms of this License and such revised SIOP. The revised SIOP shall be effective thirty (30) calendar days after notice has been given to Licensee as provided herein, and at such time, the revised SIOP shall be incorporated into and be considered part of, this License.

- f. **Relocation of Licensee Equipment.** Upon request by Licensor, and within ninety (90) calendar days of such request, Licensee shall relocate any Licensee Equipment then located upon the Licensed Facilities to another location, at Licensor's sole cost and expense, if Licensor deems such relocation necessary or appropriate to accommodate the equipment of Licensor, or other tenants, or if such relocation is necessitated due to work contemplated to be undertaken upon the Premises by Licensor, provided that any such relocation shall not materially impair the quality of Licensee's communications service or operations at the Licensed Facilities.

10. Electrical Power and Telecommunications Service.

- a. **Electrical Power.** During the term of this License, Licensee shall have access to Licensor's electrical circuits for provision of power to the Licensee Equipment. Licensee's use is limited to the use of DC circuit 16 providing 30A of 48VDC power, and the use of AC circuit 38 providing 20A of 120VAC power ("Electrical Power").
 - i. At all times the primary electrical service to the Premises will be in Licensor's name and provided solely by Licensor. Licensee shall not have the right to install its own Temporary Power device upon the Licensed Facilities.
- b. **Network Service.** Network service shall be provided as set forth in **Attachment B – Network Service Agreement**, as it may be amended from time to time. The modification, expiration or termination of such Network Service Agreement shall not affect the validity or enforceability of this License in any way.

The Parties agree that Licensor shall not be liable in any way for any loss, claim, or damages resulting from the failure of power or network connectivity or for the failure of Licensor's standby emergency power system at the Premises. **NOTWITHSTANDING THE FOREGOING**, in the event of an interruption in utility service(s) to the Licensed Facilities that is caused by or attributable to the negligence or intentional misconduct of Licensor, and such interruption continues for a period of fifteen (15) consecutive calendar days or longer and renders a substantial portion of the Licensed Facilities unusable for operation of the Licensee Equipment, such loss of utilities shall constitute a Breach by Licensor under this License and shall be subject to such remedies as are afforded herein.

11. **Governmental Approvals.** Licensee represents and warrants that as of the Effective Date of this License, and at all times during the term of this License, including any Extension Terms hereof, that it will have full power and authority from all required governmental agencies, including the FCC, to operate the Licensee Equipment and maintain the Licensed Facilities as permitted under this License. Licensee may not install or operate the Licensee Equipment until such approvals are obtained.
12. **Assignment.**
 - a. This License may be assigned or transferred by Licensee to Licensee's principal, a subsidiary of its principal, or to any entity that acquires all or substantially all of Licensee's assets by reason of a merger, acquisition or other business reorganization.
 - b. Except as specified in Paragraph 12(a), this License may not be assigned or transferred by Licensee to any party without the prior written consent of Licensor, which consent may be withheld, delayed, conditioned or denied, in Licensor's sole discretion.
13. **Sublicensing.** Licensee may not sublet all or any portion of the Licensed Facilities, nor allow any portion of the Licensed Facilities to be used by another party without the prior written consent of Licensor, which consent may be withheld, delayed, conditioned or denied, in Licensor's sole discretion.
14. **Interference.** Licensee agrees to install and operate Licensee Equipment of the type and frequency that will not cause interference, electrical or physical, to any equipment of Licensor or Licensor's other tenants, or to any other tenants at the Property. In the event the Licensee Equipment causes any interference, Licensee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, powering down the interfering Licensee Equipment and only powering up the interfering Licensee Equipment for intermittent testing until such interference is resolved.
 - a. In the event Licensee does not resolve the interference, or power down the interfering Licensee Equipment within forty-eight (48) hours of receipt of Licensor's notice of such interference, Licensor shall have the right to any or all of the following options:
 - i. terminate power to the interfering Licensee Equipment.
 - ii. move the interfering Licensee Equipment to such location as required to resolve any interference.
 - iii. disconnect any associated cabling as is required to resolve or relocate the interfering Licensee Equipment.

The Parties agree that Licensor, and/or any of Licensor's current or future tenants on the Premises, will be permitted to install only such equipment that is of the type and frequency that will not cause harmful interference to the then-existing Licensee Equipment. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph 14 – Interference and therefore, either Party shall have the right to

all legal and equitable remedies, such as, without limitation, injunctive relief and specific performance.

NOTWITHSTANDING THE FOREGOING, Licensor shall not be responsible for resolution, correction, coordination, mitigation or any liabilities associated with interference issues not directly caused by Licensor or Licensor's other tenants.

15. **Taxes.** Licensee shall pay any tax, assessment, or charge owed on the Premises that Licensor demonstrates is the result of Licensee's use of the Premises or that results from the installation, maintenance, and operation of the Licensee Equipment and Licensed Facilities. Licensee shall also be responsible for any sales tax imposed on the License Fee or Other Fees (except to the extent that Licensee is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located).

Notwithstanding the foregoing, Licensee shall not have the obligation to pay any tax, assessment, or charge that Licensee is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed, provided that no lien attaches to the Property. Nothing in this License shall be construed as making Licensee liable for any portion of Licensor's taxes in connection with the Premises or otherwise. Except as set forth herein, Licensor shall have the responsibility to pay any taxes, assessments, or charges owed on the Premises.

Licensee shall have the right, at its sole option, cost, and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Licensee is wholly or partly responsible for payment. In the event that as a result of any appeal or challenge by Licensee, there is a reduction, credit or repayment received by the Licensor for any taxes previously paid by Licensee, Licensor agrees to promptly reimburse to Licensee the amount of such reduction, credit or repayment. In the event that Licensee does not have the standing rights to pursue a good faith and reasonable dispute of any taxes, assessment, or charges under this paragraph, Licensor shall, upon written request from Licensee, pursue such dispute at Licensee's sole cost and expense, including reasonable administration fees of Licensor.

16. **Subordination.**

- a. The terms of this License shall at all times be subject to and subordinate to the Prime Lease. This License shall run concurrent with the Prime Lease. Any conflict in terms between this License and the Prime Lease shall be interpreted by the Prime Lease. In the event the Prime Lease is amended or modified after the Effective Date hereof, Licensor shall endeavor to provide a copy of said amendment or modification to Licensee which shall be appended to Attachment A to this License and fully incorporated herein. Licensor's failure to provide a timely copy of any future amendment or modification to the Prime Lease shall not be deemed a breach or default by Licensor. Licensee may, at any time, deliver a request in writing to Licensor to provide Licensee with copies of future amendments or modifications to the Prime Lease, if any.
- b. This License shall be subordinate to any future Prime Lease, mortgage, master lease, ground lease, leasehold financing, or other security interest of Licensor or Prime Lessor, or their successors-in-interest, which from time to time may encumber the Property, Premises, Tower, Building, or Easements.

17. **Liens.** Licensee shall not suffer or permit any lien to be filed against the Property, Premises, Licensee Equipment, Licensed Facilities, or Easements, or any part thereof by reason of work, labor, services, supplies or materials requested, and/or claimed to have been requested by Licensee; and if any such lien shall at any time be so filed, Licensee shall cause it to be canceled and discharged of record within thirty (30) calendar days after Licensee's receipt of a notice of the filing thereof.
18. **Termination.** Except as otherwise provided herein, this License may be terminated, without penalty or further liability, as follows:
 - a. By Licensor upon one hundred eighty (180) calendar days prior written notice to Licensee.
 - b. By Licensee upon thirty (30) calendar days prior written notice if it is unable to obtain or maintain any license, permit or other approval necessary to the operation of Licensed Facilities or the Licensee's use thereof, provided that payment of License Fees and Other Fees are made in full for the entire duration of the then current term.
 - c. By Licensee upon thirty (30) calendar days prior written notice if the Licensed Facilities are or become unacceptable under Licensee's design or engineering specifications for its use of the Licensed Facilities, provided that payment of License Fees and Other Fees are made in full for the entire duration of the then current term.

Upon any expiration or termination of this License, Licensor and Licensee shall have no further obligations to each other, except as otherwise contained herein.

19. **Removal of Licensed Facilities Upon Termination.** Within ninety (90) calendar days of expiration or termination of this License, regardless of the reason for termination ("Removal Period"), Licensee shall restore the Licensed Facilities to its prior condition, normal wear and tear excepted, including the removal of all Licensee Equipment. During the Removal Period, Licensee shall be responsible for payment of all License Fees and Other Fees at the then-current rate until such removal and restoration is complete. In no case shall Licensee be entitled to operate the Licensed Facilities, or receive or transmit therefrom, beyond the expiration or termination of this License or during the Removal Period.
 - a. In the event Licensee does not cease operations of the Licensee Equipment within forty-eight (48) hours of the expiration or termination of this License, Licensor shall have the right to terminate the operations of the Licensee Equipment by using reasonable means including, but not limited to, terminating power to the Licensee Equipment, or disconnecting antenna cabling.
 - b. If Licensee fails to remove the Licensee Equipment from the Licensed Facilities within the Removal Period, all Licensee Equipment shall be deemed abandoned and Licensor may remove Licensee Equipment using any method Licensor deems reasonably necessary, and shall (i) secure storage from a commercial storage provider, or (ii) dispose of the Licensee Equipment in any manner Licensor deems reasonably necessary, or (iii) take possession of the Licensee Equipment and such Licensee Equipment will become the property of Licensor. Licensee shall bear all costs associated with the removal, storage and disposal of any abandoned Licensee Equipment and shall

reimburse Licensor for any costs incurred by Licensor for removing, storing or disposing such abandoned Licensee Equipment, within thirty (30) calendar days of Licensee's receipt of Licensor's invoice. This paragraph shall survive expiration or termination of this License.

- c. Within ninety (90) calendar days of termination or expiration of this License, Licensee shall remove any and all encumbrances placed on title resulting from Licensee's use of the Licensed Facilities (if any), including, without limitation, any memorandum of this License.

The Parties agree that the rights granted under this Paragraph 19 – Removal of Licensed Facilities Upon Termination are reasonable and necessary for the operation of the Tower, and waive any rights granted under any applicable Law which may prevent Licensor from executing the rights granted within this Paragraph.

20. **Hold Harmless/Indemnification.** Each Party shall indemnify, defend and hold the other Party, its affiliates, subsidiaries, directors, officers, employees and contractors, harmless from and against any claim, action, damages, liability, loss, cost or expense (including reasonable attorney's fees and costs), resulting from or arising out of the use, acts, omission, or occupancy of the Premises, Easements, or rights-of-way by the indemnifying Party and/or any of its contractors, subcontractors, agents, employees or invitees except to the extent that such injury or property damage is due to the sole gross negligence or willful misconduct of the indemnified Party and/or any of its contractors, subcontractors, agents, employees or invitees.

To Licensor's best knowledge, without duty to investigate, Hazardous Substances have not been generated, stored, or disposed of on the Premises. The Parties will hold each other harmless from and indemnify each other against and from any damage, loss, expenses or liability resulting from Hazardous Substances generated, stored, disposed of or transported to, on or across the Premises as a result of each Party's respective use of the Premises including all reasonable attorneys' fees and costs incurred as a result thereof. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN**, this indemnity shall survive indefinitely any expiration or termination of this License.

21. **Insurance.** Licensee shall maintain worker's compensation in statutory amounts. Licensee shall maintain the following insurance: (i) commercial general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of Two Million and No/100 Dollars (\$2,000,000); employer's liability insurance with combined single limits of Two Million and No/100 Dollars (\$2,000,000); automobile liability insurance insuring against claims for bodily injury or property damage with combined single limits of One Million and No/100 Dollars (\$1,000,000); and all risk property insurance covering the Licensee Equipment and all personal property of Licensee located on the Licensed Facilities for full replacement value. Licensee shall provide Licensor with evidence of such insurance in the form of a certificate of insurance ("COI") prior to obtaining occupancy of the Licensed Facilities and throughout the Initial Term of this License or any Extension Term. Licensor shall have ten (10) business days following its receipt of a COI to reject such COI and insurance coverage provided by Licensee. Failure by Licensor to provide Licensee with written rejection of any COI or the coverage provided by Licensee within said ten (10) day period shall be deemed an approval by Licensor of such COI and coverage. Except for Workmen Compensation and Professional

Liability Insurance, the Licensor, its officials, officers, employees, and agents shall be designated as additional insured parties. Any required insurance coverage shall be obtained from an insurance provider authorized to do business in the State of Washington and shall be rated A or better in the most current publication of Best's Financial Strength Rating Guide. Licensee shall provide Licensor with thirty (30) calendar days' prior written notice of any change, modification, or cancellation in coverage, along with a current certificate of insurance, if applicable. Licensor may, at Licensor's sole discretion, review the insurance requirements contained in this Paragraph within six (6) months of the expiration of the Initial Term of this License, or any Extension Term. If Licensor determines that the insurance required under this Paragraph is insufficient, Licensor may provide notice to Licensee, no later than sixty (60) days prior to the expiration of the current term, of any new insurance requirements, and such new insurance requirements shall be effective upon commencement of the following term.

22. Destruction of Premises. In the event that the Premises are damaged or destroyed to such an extent as to render the Licensed Facilities unusable in whole or substantial part, Licensor may terminate this License within forty-five (45) business days of such occurrence or rebuild or repair the Premises at Licensor's sole discretion as follows:

- a. Licensor shall give Licensee written notice of its election to repair or reconstruct the Premises within forty-five (45) business days of the occurrence of damage. If Licensor provides Licensee with such notice of its election to rebuild or repair the Premises, and undertakes and completes the reconstruction within ninety (90) business days of such notice being given, then Licensee shall be bound by this License.
- b. If Licensor fails to give any notice of election to reconstruct as specified above within forty-five (45) business days of the occurrence of the damage or fails to repair the Premises within the ninety (90) business day restoration period, Licensee shall have the right to declare this License, and all obligations hereunder, terminated. Licensee shall not be entitled to any compensation or damages from Licensor for any loss of use in whole or in part of the Licensee Equipment, Licensed Facilities, the Premises or Property or any inconvenience occasioned by such damage, repair, reconstruction or restoration.
 - i. If Licensor fails to give any notice of election regarding reconstruction, and if Licensee fails or elects to not terminate this License, the Parties agree that this License shall continue to be binding upon both Parties.
- c. License Fees and Other Fees charged by Licensor shall abate for the time necessary to rebuild or repair the Premises; provided that if damage is due to the fault or neglect of Licensee there shall be no such abatement.

If the Property and/or Premises are damaged due to the fault or neglect of Licensee, Licensee shall be responsible for the timely repair and/or reconstruction of all or any part of the Premises affected by such damage or destruction and all costs associated therewith, including claims for damages by Licensor and Licensor's other tenants.

23. Condemnation. If a condemning authority takes all of the Property, or a portion sufficient, in Licensee's sole determination, to render the Licensed Facilities reasonably unsuitable for the

operation of the Licensee Equipment, Licensee shall deliver notice of termination to Licensor, and this License shall terminate upon the earlier of:

- a. the date title vests in the name of the condemning authority, or
- b. the date of transfer of control of the Property or the portion thereof to the condemning authority.

In the event that Licensee does not terminate this License in accordance with the foregoing, this License shall remain in full force and effect as to the portion of the Premises remaining.

The Parties shall be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Premises. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of power shall be treated as a taking by condemnation.

24. **Title and Quiet Enjoyment.** Licensor represents and warrants to Licensee, as of the Effective Date of this License, that Licensor is seized of good and sufficient title and interest to the Premises and has full authority to enter into and execute this License. Licensor shall obtain any consent that may be required from the Prime Lessor for Licensee's use of the Premises, if applicable. Licensor further covenants that there are no liens, judgments or impediments of title on the Premises affecting Licensor's interest in the Premises, and that there are no covenants, easements or restrictions on the Premises that prevent or adversely affect the use or occupancy of the Licensed Facilities by Licensee as set forth above. Licensor further warrants that upon Licensee paying the License Fee and any Other Fees and observing and performing all the terms, covenants and conditions of this License, Licensee shall have the quiet enjoyment of the Licensed Facilities during the Initial Term of this License and any Extension Term, and;

- a. Within thirty (30) calendar days of the Effective Date, Licensee has the right to obtain a title report or commitment for a license hold title policy from a title insurance company of its choice. If, in the reasonable opinion of Licensee, such title report shows any defects of title or any liens or encumbrances that may adversely affect Licensee's use of the Licensed Facilities, Licensee shall have the right to terminate this License upon written notice to Licensor. If Licensee fails to or elects not to obtain such title report within such thirty (30) day period, Licensee shall have waived the right to terminate the License pursuant to this paragraph.
- b. The Parties agree that the survey attached on **Exhibit B-1 - Survey**, and recorded on the Property as Assessor File Number 1217669, shall be sufficient for the purposes of this License.

25. **Breach.** In the event there is a Breach by either Party under this License, the non-breaching Party shall give the breaching Party written notice of such Breach. The occurrence of any one or more of the following events by either Party constitutes a "**Breach**" of this License:

- a. The failure of Licensee to pay the License Fees, Other Fees, or any other payment due under this License when such payment is due.

- b. The failure of Licensee, its agent(s), subcontractor(s) or employee(s) to perform or observe any provision of this License.
- c. The misrepresentation by either Party in any of the representations or warranties contained herein.

26. Remedies in the Event of a Breach. After receipt of written notice of a Breach, the breaching Party shall have fifteen (15) calendar days in which to cure any monetary Breach, and thirty (30) calendar days to cure any non-monetary Breach. The breaching Party shall have such extended period as may be required beyond thirty (30) calendar days for a non-monetary breach, provided that the nature of the cure is such that it reasonably requires more than thirty (30) calendar days, subject to the following:

- a. the breaching Party commences the cure within thirty (30) calendar days of its receipt of written notice of such Breach; and
- b. the breaching Party delivers to the non-breaching Party, in writing, and the non-breaching Party accepts, in writing, an acceptable cure to such Breach (as specified herein); and
- c. the breaching Party thereafter continuously and diligently pursues the cure to completion.

In no case shall the cure period for any Breach be extended beyond sixty (60) calendar days, unless agreed upon in writing by the non-breaching Party.

The non-breaching Party may not maintain any action or effect any remedies for Default against the breaching Party unless and until the breaching Party has failed to cure the Breach within the time periods provided in this section.

27. Default. The failure of either Party to cure a Breach within the timeframes set forth above shall result in a "Default" under this License. In the event of a Default, the non-defaulting Party shall deliver written notice of such Default to the defaulting Party, and the following shall apply:

- a. **Licensor's Remedies.** In the event of a Default by Licensee, Licensor may, but shall not be required to, pursue all or any of the following remedies:
 - i. Terminate this License without further liability, except as stated herein. Upon such termination, all License Fees and Other Fees due for the remainder of the then-current term shall be immediately due and payable, and
 - ii. Make any payment required of Licensee herein or comply with any term, covenant or condition required hereunder to be performed by Licensee, including the obtaining of reasonably required insurance policies, and
 - iii. Pursue any other rights and remedies available at law or in equity but subject to the limitations in this License, except as expressly provided otherwise, and

- iv. Re-enter the space licensed to Licensee and treat this License as subsisting and recover from Licensee all License Fees and Other Fees due under this License, and
- v. Relicense the space licensed to Licensee. Licensee shall not be entitled to a reimbursement of any fee paid by any replacement tenant upon the Licensed Facilities, and
- vi. The Parties have entered into or will enter into other agreements as initially set forth on **Exhibit E – Other Agreements**, as may be amended from time to time ("**Other Agreements**"). Any Default in payment and/or performance of any material obligation under any current or future Other Agreements beyond any grace or cure periods in the applicable agreement may, at Licensor's option, constitute a Default under this License and shall be subject to any and all remedies afforded herein. Except as may otherwise be agreed upon in writing by both Parties, the termination or expiration of any current or future Other Agreements may, at Licensor's option, result in the simultaneous termination or expiration of this License. Upon the modification or termination of any current or future Other Agreements, or upon the execution of a new agreement between the Parties, Licensor may amend **Exhibit E** to accurately reflect the complete list of Other Agreements. Such amended **Exhibit E** shall be effective upon delivery of the amended **Exhibit E** to Licensee by Licensor and shall not require signature by either Party in order for the amended **Exhibit E** to be deemed effective.

b. **Licensee's Remedies.** In the event of a Default by Licensor, Licensee may, but shall not be required to, pursue all or any of the following remedies:

- i. Terminate this License without further liability, except as otherwise stated herein, and
- ii. Pursue any other rights and remedies available at law or in equity but subject to the limitations in this License, except as expressly provided otherwise, and
- iii. Cure any defaults in the payment of any mortgage or other real property interest encumbering the Premises. Upon doing so, Licensee shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest.

The remedies given in this section to the Parties shall be cumulative, and the exercise of one right or remedy shall not impair that Party's right to exercise any other right or remedy. **NOTWITHSTANDING THE FOREGOING**, each Party shall use reasonable efforts to mitigate its damages in connection with a Default by the other Party.

In the event that the non-defaulting Party fails to exercise its rights under this License within thirty (30) calendar days following an event of Default, and the defaulting Party cures such Default, the non-defaulting Party shall not be entitled to pursue any further action against the defaulting Party for such cured Default.

If either Party performs any of the other Party's obligations hereunder, the full amount of the actual cost and reasonable expenses incurred by the non-defaulting Party shall immediately be due and payable by the defaulting Party to the non-defaulting Party, and the defaulting Party shall pay the non-defaulting Party, upon written demand, the full undisputed amount thereof with interest thereon from the date of payment at the lesser of (i) one percent (1%) per month, or (ii) the highest rate permitted by Law.

At all times during this License, including during a Breach, all undisputed fees, including the License Fee and Other Fees, shall be due and payable as set forth herein. The failure of any Party at any time to require performance of any provision or any remedy provided under this License shall in no way affect the right of that Party to require performance or remedy at any time thereafter, nor shall the waiver by any Party of a Breach or Default be deemed to be a waiver of any subsequent Breach or Default. A waiver shall not be effective unless it is in writing and signed by the non-breaching or non-defaulting Party.

28. **Recording.** Licensor agrees to execute a memorandum of this License (attached as **Attachment C – Memorandum of Quincy Radio Site License Agreement**) which Licensee may record with the appropriate recording officer of the County in which the Property is located. The date and other information set forth in the Memorandum of Quincy Radio Site License Agreement is for recording purposes only and bears no reference to commencement of the Initial Term or terms and conditions of this License.

29. **Miscellaneous.**

- a. Time is of the essence in each and every provision of this License.
- b. In any litigation arising hereunder, each Party shall pay its own attorneys' fees and court costs, including appeals, if any. The Parties agree that the venue of any legal action brought under the terms of this License shall be Grant County Superior Court. This License shall be construed in accordance with the Laws of the State Washington.
- c. Each Party agrees to furnish to the other, within fifteen (15) calendar days after receipt of such request, such truthful estoppel information as the other may reasonably request.
- d. This License constitutes the entire agreement and understanding of the Parties, and supersedes all offers, negotiations, interlocal agreements or amendments, licenses, and other agreements between the Parties with respect to the subject matter hereof. There is no representation or understanding of any kind not set forth herein. Except as specified herein regarding **Exhibit D – Site Installation and Operating Practices and Exhibit E – Other Agreements**, any modifications or amendments to this License must be in writing and executed by both Parties.
- e. Nothing contained in this License shall be construed to create a joint venture, partnership, tenancy-in-common, joint tenancy relationship, or any other type of relationship between Licensee and Licensor.

- f. If either Party is represented by a real estate broker, attorney or consultant in this transaction, that Party shall be fully responsible for any fee(s) due, and shall hold the other Party harmless from any claim for compensation by such other Party.
 - g. The Parties warrant and represent to each other that they have had representation by legal counsel or have had the opportunity to be represented by legal counsel during all stages in the negotiation of this License. The Parties further agree that they have participated in the negotiating and drafting of this License and stipulate that this License shall not be construed more favorably with respect to either Party.
 - h. The only remedies available to the Parties are those contained herein, regardless of any conflict of laws, including, without limitation, those contained in Chapter 59 of the Revised Code of Washington.
 - i. If any part of this License is found to be invalid or unenforceable, such invalidity shall not affect the remaining terms of this License, and the License shall continue in full force and effect.
 - j. This License may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same license.
 - k. This License shall run with the Property. This License is binding upon Licensor and Licensee and their respective heirs, successors and permitted assigns.
 - l. By Licensee's execution of this License, Licensee acknowledges that Licensee has reviewed the Prime Lease and all exhibits thereto, and Licensee warrants and agrees to (i) at all times comply with the terms of the Prime Lease applicable to Licensee's use and occupancy of, and operations on, the Premises; and (ii) not take any action, or fail to take any action, on the Premises that would cause a breach under the Prime Lease.
30. **Notices:** All notices hereunder must be in writing and shall be deemed validly given if (i) sent by certified mail, return receipt requested, in which case the notice shall be effective three (3) business days after deposit in the U.S. Mail; or (ii) by a nationally recognized courier service that provides overnight delivery and provides verification of such delivery, or attempted delivery, in which case the notice shall be effective upon receipt or rejection of delivery, or attempted delivery, and addressed as follows (or to such alternate address as either Party may specify to the other, in writing, at least ten (10) business days prior to such notice being given):

To Licensor:

Multi Agency Communications Center
Attn: Radio Communications Manager
6500 32nd Ave NE
Suite 911
Moses Lake, WA 98837

To Licensee:

Public Utility District No. 2 of Grant
County, Washington
Attn: Trung Tran
30 C St. SW
P. O. Box 878
Ephrata, WA 98823

with Copy to:

Attn: Katherine Kenison
Lemargie Kenison Wyman and Whitaker
POB 965
107 D Street NW
Ephrata, WA 98823

with Copy to:

Public Utility District No. 2 of
Grant County, Washington
Attn: Patrick Bishop
PO Box 878
Ephrata, WA 98823

31. **Exhibits and Attachments.** This License is subject to the terms and conditions of the exhibits and attachments referenced below, which are attached hereto and by this reference, made a part hereof:

Exhibit A	Legal Description of Property
Exhibit B	Licenser Premises
Exhibit B-1	Survey
Exhibit B-2	Easements
Exhibit B-3	Easement Survey
Exhibit C	Licensed Facilities - Tower Facilities
Exhibit C-1	Licensed Facilities - Building Facilities
Exhibit D	Site Installation and Operating Practices
Exhibit E	Other Agreements
Attachment A	Prime Lease
Attachment B	Network Service Agreement
Attachment C	Memorandum of Quincy Radio Site License Agreement

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, Multi Agency Communications Center and Public Utility District No. 2 of Grant County, Washington have executed this License as of the Effective Date.

Licensor:

Multi Agency Communications Center

By: Jackie A Jones

Print Name: Jackie A. Jones

Its: Director

Date: 05/29/14

Licensee:

Public Utility District No. 2 of Grant County,
Washington

By: Andrew Munro

Print Name: Andrew Munro

Its: Director of Customer Service

Date: 5/28/14

Multi Agency Communications Center
as to form only

by: _____

Katherine Kenison
its Attorney

NOTARY BLOCK – Multi Agency Communications Center

STATE OF WASHINGTON)
) SS.
COUNTY OF GRANT)

I certify that I know or have satisfactory evidence that Jackie A. Jones is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the **Director of Multi Agency Communications Center**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Dean Hane

(Signature of Notary)
DEAN HANE

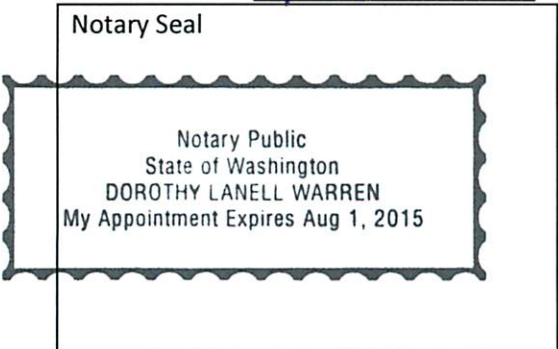
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires: 4/20/18

NOTARY BLOCK –Public Utility District No. 2 of Grant County, Washington

STATE OF WASHINGTON)
) SS.
COUNTY OF GRANT)

I certify that I know or have satisfactory evidence that Andrew Munro is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Director of Customer Service of **Public Utility District No. 2 of Grant County, Washington** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5/28/14



Dorothy Lanell Warren

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires: Aug 1, 2015

Exhibit A
Legal Description of Property

The Property is Grant County APN 211895000 with a street address of 22532 Road 9 NW, Quincy, WA, with a legal description of "A portion of Farm Unit 4, Irrigation Block 741, Lying in a portion of the South Half of Section 17 Township 20 Range 23 East, W.M., Grant County, Washington"

Parcel#:	211895000
Land Use Code:	83 - Resource - Agriculture Current Use
Situs:	22532 NW RD 9
Map Number:	
Status:	
Description:	WDU 4 BLK 741 LS TX# 9054, E20' IN E1/2SW, W1/2SE 17 20 23
Comment:	

Grant County APN 211895000 is further depicted in the drawing below: (not to scale)



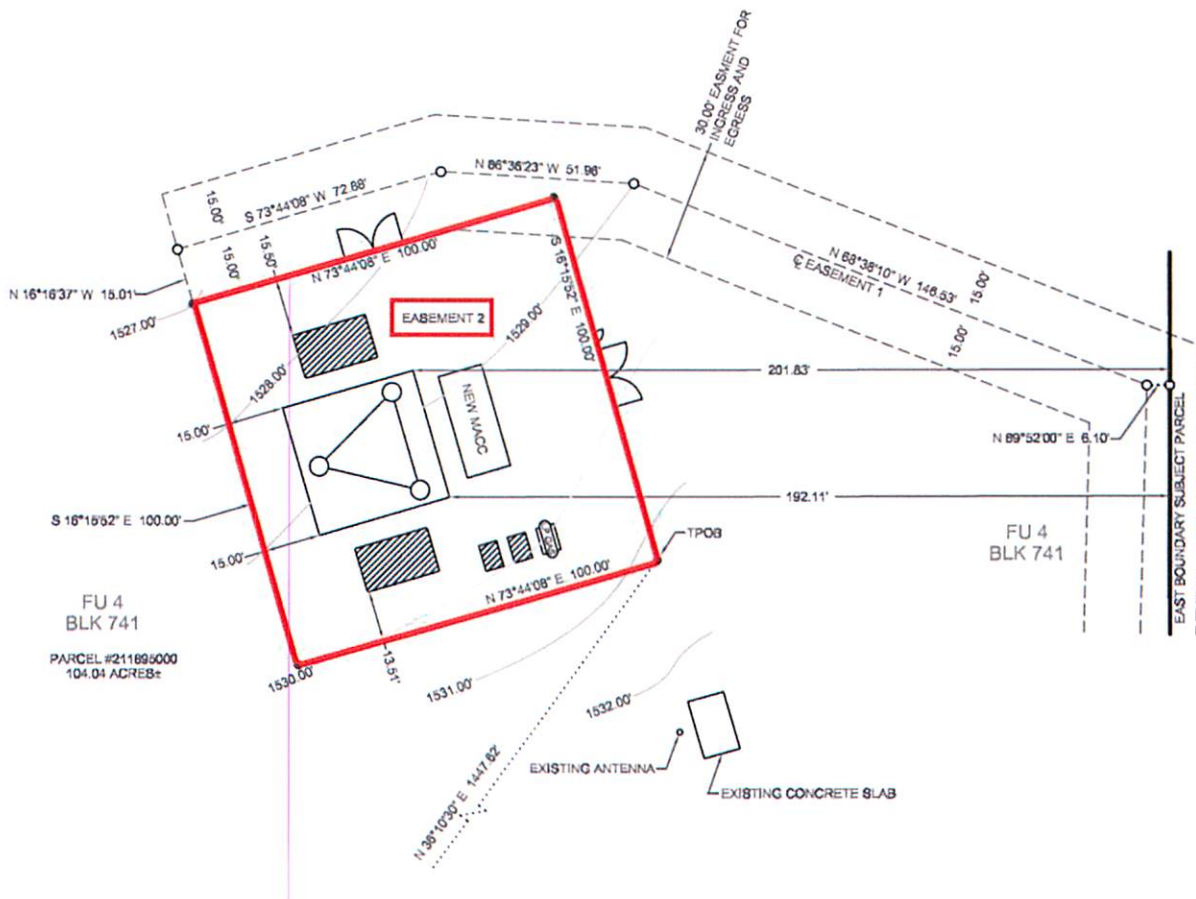
Exhibit B Licensor Premises

Licensor's Premises upon the Property are depicted below as shown on a survey recorded with Grant County, Washington as Assessor File Number ("AFN") 1217669 attached hereto as Exhibit B-1, including the Easements described on Exhibit B-2 – Easements and Exhibit B-3 - Easement Survey.

LEGAL DESCRIPTION FOR EASMENT 2:

AN EASEMENT LYING IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 23 EAST, W.M., GRANT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A USBR BRASS CAP MONUMENT MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 17, SAID MONUMENT BEARS NORTH 89°39'00" WEST, 2646.74 FEET FROM A USBR BRASS CAP MONUMENT MARKING THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH 36°10'30" EAST, 1447.62 FEET TO A ONE-HALF INCH SURVEYOR'S PIN AND CAP AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 73°44'08" WEST, 100.00 FEET TO A ONE-HALF INCH SURVEYOR'S PIN AND CAP; THENCE NORTH 16°15'52" WEST, 100.00 FEET TO A ONE-HALF INCH SURVEYOR'S PIN AND CAP; THENCE NORTH 73°44'08" EAST, 100.00 FEET TO A ONE-HALF INCH SURVEYOR'S PIN AND CAP; THENCE SOUTH 16°15'52" EAST, 100.00 FEET TO THE TRUE POINT OF BEGINNING.



**Exhibit B-2
Easements**

The easements for the Premises granted to Licensor are described and depicted below in a survey recorded with Grant County, Washington as Assessor File Number ("AFN") 1217669 as follows:

- a. The Access Easement is described in a survey attached hereto as Exhibit B-3 – Easement Survey as:

LEGAL DESCRIPTION FOR EASMENT 1:

AN EASEMENT FOR INGRESS AND EGRESS LYING IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 23 EAST, W.M., GRANT COUNTY, WASHINGTON, BEING A STRIP OF LAND 30.00 FEET IN WIDTH, LYING ADJACENT TO, PARALLEL WITH AND 15.00 FEET PERPENDICULARLY DISTANT FROM AND ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE AND ITS PROJECTION:

BEGINNING AT A USBR BRASS CAP MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 17, SAID MONUMENT BEARS SOUTH 89°39'00" EAST, 2646.74 FEET FROM A USBR BRASS CAP MONUMENT MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 17; THENCE NORTH 00°17'46" EAST, FOLLOWING THE EAST BOUNDARY OF SAID SOUTHEAST QUARTER OF SAID SECTION 17, A DISTANCE 981.75 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE; THENCE NORTH 89°47'08" WEST, 1637.76 FEET; THENCE NORTH 53°16'26" WEST, 34.37 FEET; THENCE NORTH 11°04'29" WEST, 34.92 FEET; THENCE NORTH 01°27'13" EAST, 188.44 FEET; THENCE NORTH 68°38'10" WEST, 146.53 FEET; THENCE NORTH 86°36'23" WEST, 51.96 FEET; THENCE SOUTH 73°44'08" WEST, 72.88 FEET TO THE TERMINUS OF SAID CENTERLINE.

- b. Non-exclusive Utility Easement(s) which are not specified or specific and are understood by the Parties to be generally from the nearest public road, existing utility easements, and/or future rights granted to any utility provider, public or private, as such easements may exist now, or as they may be modified from time to time.

Exhibit B-3
Easement Survey

#1217669

Book 50 Page 56

MIKE AIPPERSBACH RECORD OF SURVEY
 A PORTION OF FARM UNIT 4, IRRIGATION BLOCK 741, LYING IN A PORTION OF THE SOUTH HALF OF SECTION 17,
 TOWNSHIP 20 NORTH, RANGE 23 EAST, W.M., GRANT COUNTY, WASHINGTON.

- LEGEND:**
- USER BRASS CAP MONUMENT FOUND
 - 1"7 REBAR WITH SURVEYOR'S CAP MARKED 'LS' BRST SET
 - COMPUTED POINT NOT SET OR FOUND
 - () DATA FROM ACROSS
 - || DATA FROM PLAT MAP LABELED 222-11623563 OF 3
 - SECTION/FARM UNIT LINE
 - ROAD CENTERLINE
 - ROAD RIGHT OF WAY
 - PROPERTY LINES
 - DETAIL LINE
 - EASEMENT LINE
 - ADJACENT MISC

LEGAL DESCRIPTION FOR EASEMENT 1:
 AN EASEMENT FOR INGRESS AND EGRESS LYING IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 23 EAST, W.M., GRANT COUNTY, WASHINGTON, BEING 30.00 FEET IN WIDTH, LYING ADJACENT TO PARCELS 421-980001 AND 421-980002, PERPENDICULARLY DISTANT FROM AND ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE AND ITS PROJECTIONS:
 BEGINNING AT A USER BRASS CAP MONUMENT MARKING THE SOUTHWEST CORNER OF SAID 30.00 FEET EASEMENT MONUMENT BEARS SOUTH 89°50'00" EAST, 284.14 FEET FROM A USER BRASS CAP MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE NORTH 30°15'00" WEST, FOLLOWING THE EAST BOUNDARY OF SAID SOUTHWEST QUARTER OF SECTION 17, A DISTANCE OF 861.75 FEET TO THE TRIP POINT OF THE TRIP POINT CENTERLINE; THENCE NORTH 89°47'00" WEST, 1837.76 FEET; THENCE NORTH 52°16'26" WEST, 34.37 FEET; THENCE NORTH 11°42'29" WEST, 34.97 FEET; THENCE NORTH 81°27'13" EAST, 1104.29 FEET; THENCE NORTH 68°30'10" WEST, 148.53 FEET; THENCE NORTH 11°42'29" WEST, 1837.76 FEET; THENCE SOUTH 72°44'09" WEST, 72.88 FEET TO THE TERMINUS OF SAID CENTERLINE.

SURVEYOR'S CERTIFICATE:
 THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 66, LAWS OF 1973, USING AS SECONDARY CONTROL THE NATIONAL TRIP POINT CENTERLINE FOR JAVAD LEGACY BEARING DATA WITH AN ADJUSTED CLOSURE OF 1:15,000 IN CONFORMANCE WITH THE REQUIREMENTS OF WAC 352-130-060. AT THE REQUEST OF MIKE AIPPERSBACH, JUNE 2006.
 MIKE S. KNUDSEN, WASHINGTON STATE LAND SURVEYOR NUMBER 8588
 DATED: 6/21/07

AUDITOR'S CERTIFICATE:
 FILED FOR RECORD AT THE REQUEST OF MIKE S. KNUDSEN, THIS 25th DAY OF June 2007 AT 9:44 O'CLOCK A.M. AND RECORDED IN BOOK 50 OF SURVEYS AT 12:58:07 UNDER AUDITOR'S FILE # 1217669. RECORDS OF GRANT COUNTY, WASHINGTON.
 Williams & Varney
 GRANT COUNTY AUDITOR
 Dawn S. Buchanan
 DEPUTY GRANT COUNTY AUDITOR

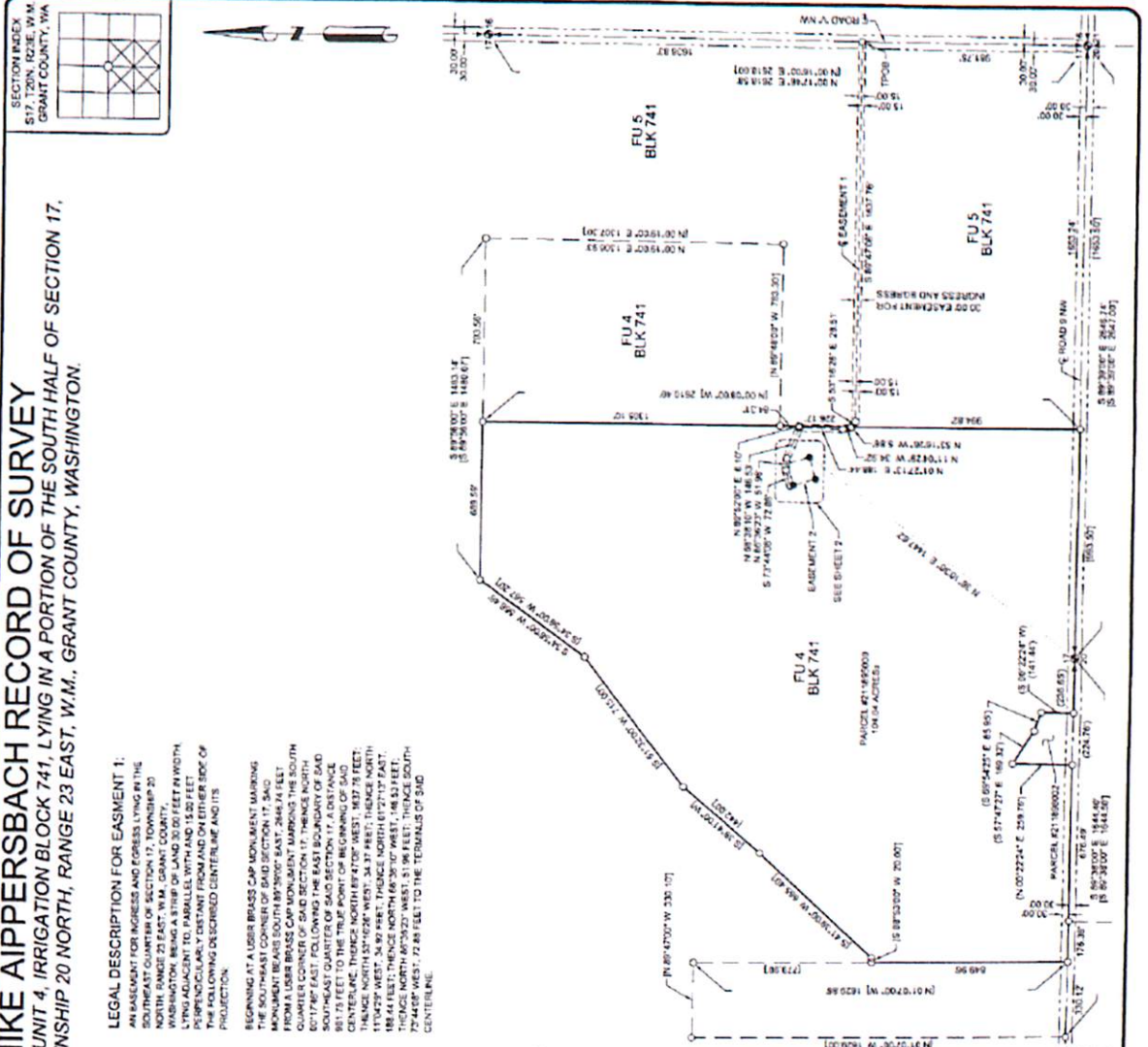
BASIS OF BEARINGS:
 (S 89°50'00" E) BEING THE BEARING OF THE SOUTH 1/4 CORNER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 23 EAST, GRANT COUNTY, WASHINGTON, AS PER THE FARM UNIT PLAT MAP LABELED 222-11623563 OF 3.
 SCALE (IN FEET)
 0 10 20 30 40 50 60 70 80 90 100

KNUDSEN LAND SURVEYING L.L.C.
 A Complete Land Development Service
 P.O. Box 505
 130 1st. N.W.
 Ellensburg, WA 98923
 Phone: (509) 754-4378 Fax: (509) 754-0100
 URL: www.knudsensurveying.com
 E-mail: knudsensurveying@knudsensurveying.com

MIKE AIPPERSBACH
 RECORD OF SURVEY

DATE	SHEET NO.	PROJECT NO.	CLIENT NAME	FILE NAME	SCALE
06/21/07	1 OF 2	06232	MIKE AIPPERSBACH	062321	1"=200'

CHARTED BY: SURVEY TECH. CHECKED BY: R.S. KNUDSEN
 DRAWN BY: MICHAEL A. BIRD
 DATE: 06/21/07



**Exhibit C
Licensed Facilities**

Tower Facilities

For the purposes of this License, and specifically Paragraph 5 – License Fee, no mounting location of Licensee Equipment or Licensee Equipment is part and parcel to the License Fee or Other Fees and Licensee shall not construe a division of the License Fee or Other Fees based on mounting location.

The Licensee Equipment upon the Tower (“Tower Facilities”) shall be as follows:

Antennas

<u>Qty.</u>	<u>Antenna Type</u>	<u>Make</u>	<u>Model</u>	<u>Dimensions</u>	<u>Mount Location</u>	<u>Centerline Height</u>	<u>Weight</u>
1	Dual Omni	dBSpectra	DS8A06F36D-N	170” x 3” x 170”	South Leg	87.9	31 lbs
1	GPS	spectracom	8225	4”	Ice Bridge		6.8 oz

Coax & Diplexers

<u>Qty.</u>	<u>Type</u>	<u>Make</u>	<u>Model</u>	<u>Size</u>	<u>Height</u>	<u>Weight</u>
2	Heliac	<u>Andrew</u>	AVA5-50	7/8”	85’	.30lb/ft

No sway brace or outrigger bar shall be used in mounting the above Licensee Equipment.

Licensed Frequencies

The frequencies Licensee may use to operate the Licensee Equipment at and upon the Licensed Facilities shall consist of no more than the following frequencies unless otherwise approved, in writing, by Licensor:

<u>Transmit Frequencies</u>	856.4625	857.4625
<u>Receive Frequencies</u>	811.4625	812.4625

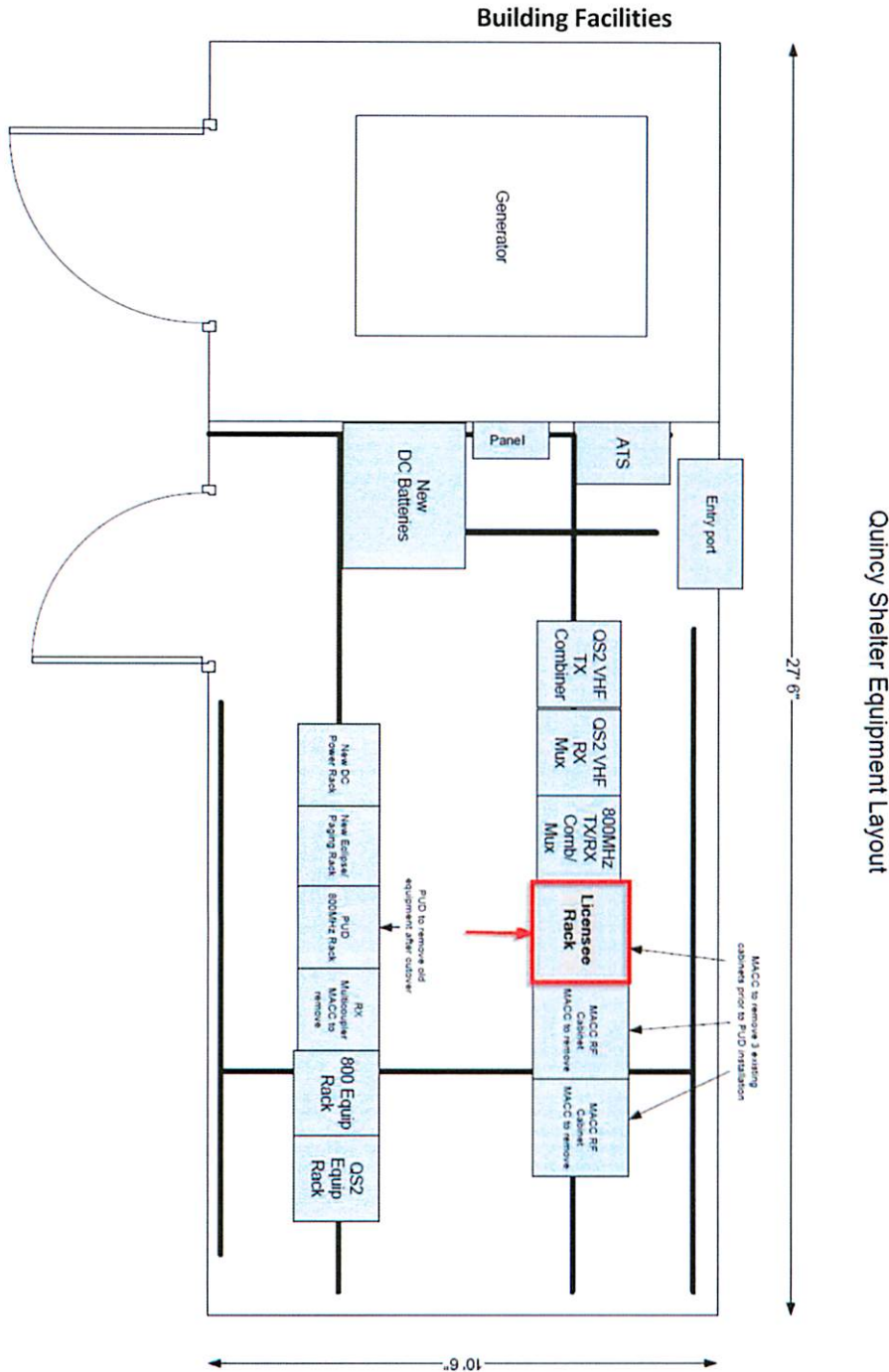
Exhibit C-1
Licensed Facilities
(Page 1 of 3)

Building Facilities

Licensee's use within the building located at 22532 Road 9 NW, Quincy, Grant County, WA shall be limited to the following portions of the Premises ("**Building Facilities**"):

1. Licensee shall have dedicated rack space within the Building consisting of one (1) server rack, with dimensions not to exceed 24"x15"x7'. Subject to the terms and conditions of the License, Licensee may replace, modify, or upgrade the Licensee Equipment at any time so long as the replacement Licensee Equipment fits within the space licensed herein to Licensee, and the power usage is reasonably similar to the Licensee Equipment being replaced.
2. Licensee network connectivity shall be governed by the Network Service Agreement attached hereto as Attachment B – Network Service Agreement.
3. Licensee shall have shared access to such conduits, cable ladders, shelter cable entry ports, etc. as is reasonably necessary for the installation and operation of the Licensed Facilities, to be approved in writing by Licensor prior to installation or any modification.
4. The location of Licensee's Building Facilities shall be in-line with other equipment, as shown on Page 2 of this Exhibit.
5. Licensee's use of the entry ports into the Building shall be as shown on Page 3 of this Exhibit.

Exhibit C-1
Licensed Facilities
(Page 2 of 3)



6-18-13DH

**Exhibit C-1
Licensed Facilities
(Page 3 of 3)**

Building Facilities

Licensee's use of the entry ports into the Building shall be as specifically shown below.

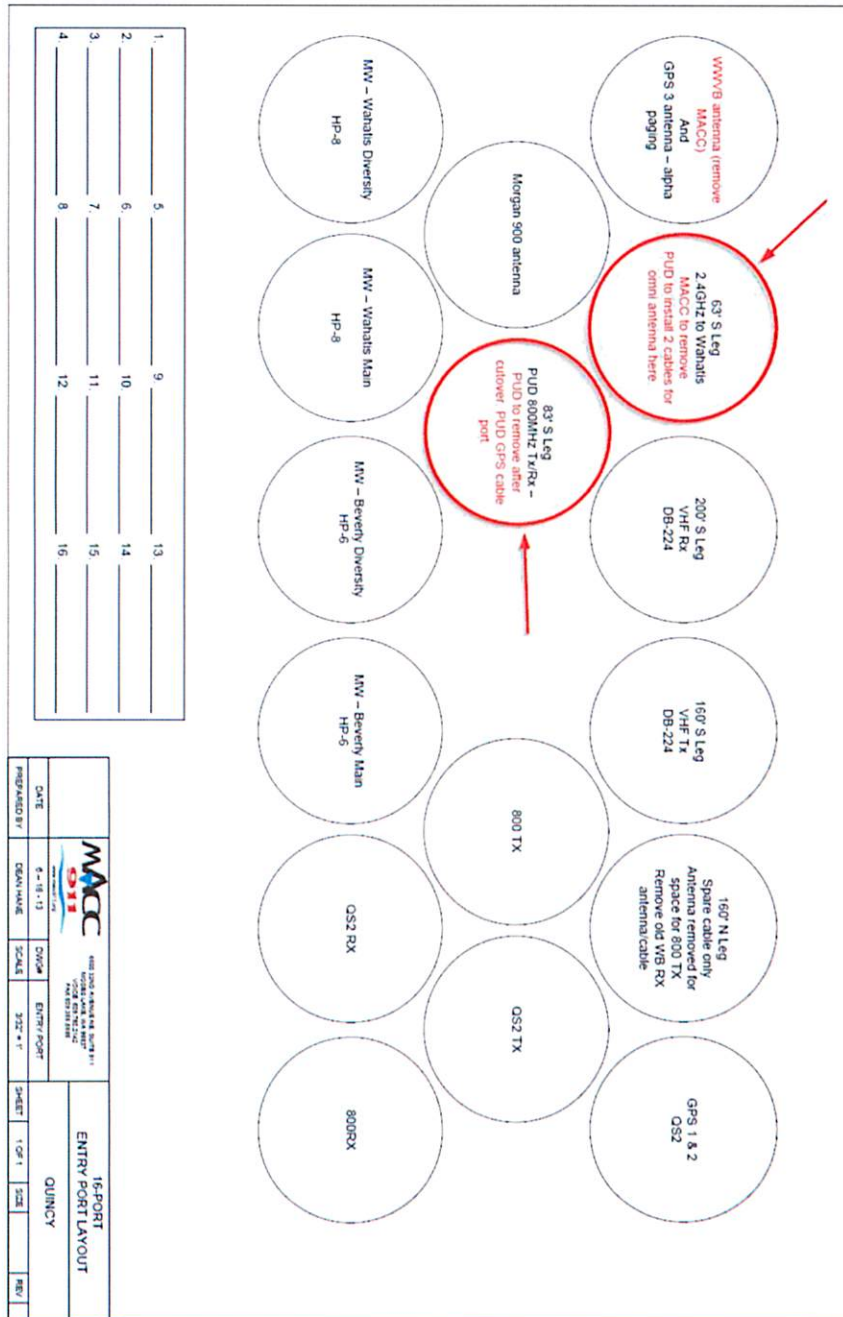


Exhibit D
Site Installation and Operating Practices
(Page 1 of 4)

MULTI AGENCY COMMUNICATIONS CENTER RADIO COMMUNICATIONS SERVICES
SITE AND FACILITY STANDARDS

Multi Agency Communications Center may at its sole discretion and at any time implement security and access rules requiring Licensee to promptly and fully comply with; and

The following standards constitute the minimum requirements for use of wireless transmitting and receiving equipment.

Transmitter/Receiver Filtering Standards

All fixed transmitting and receiving equipment installed within Multi Agency Communications Center 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 inter-modulation products.

1. 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.

2. 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.

3. 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.

4. No broadcast transmitters shall be permitted in Multi Agency Communications Center facilities.

5. Except as to commercial wireless companies operating LTE, CDMA, GSM, or HSPA+ technologies, transmitters in the 806 to 990 MHz range shall have a band pass filter providing a minimum of 15 dB of attenuation 3.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation. Window filtering with broader responses may be authorized on a case by case basis.

6. Except as to commercial wireless companies operating LTE, CDMA, GSM, or HSPA+ technologies, a band pass cavity shall always be used before each receiver. A window filter may be substituted in multi-coupled systems. Crystal filters are also advisable at crowded facilities.

Exhibit D
Site Installation and Operating Practices
(Page 2 of 4)

7. Except as to commercial wireless companies operating LTE, CDMA, GSM, or HSPA+ technologies, 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.

Site Engineering Standards and Site User Practices

The following site engineering standards and site user practices shall be observed in all Multi Agency Communications Center facilities:

1. All cables used in Multi Agency Communications Center facilities must, at minimum, be double-shielded with 100% braid coverage. Use of solid outer shield cables (i.e. 'Helix') is strongly encouraged. All external feed lines shall be solid-shielded.

2. All cables used shall be covered with an insulating jacket. Cables used externally shall be covered with a ultra-violet resistant insulating jacket. No cables with aluminum outer conductors shall be used in Multi Agency Communications Center facilities.

3. 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.

4. 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 Multi Agency Communications Center Radio Communications Services shall identify the radio facility ground point.

5. 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 as the cross tower ground bus bars and before entry into the radio facility and shall pass through Multi Agency Communications Center approved lightning protection equipment. Use of cable ties, tie-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 Multi Agency Communications Center facilities. Non-insulated rigid wave guide is acceptable when properly attached using rigid attachment hardware.

6. All telephone circuits terminating in Multi Agency Communications Center radio facilities shall have lightning protection at the entry point into the facility.

7. 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.

Exhibit D
Site Installation and Operating Practices
(Page 3 of 4)

8. All equipment shall be maintained in such a fashion as to be in compliance with all FCC, NTIA, FAA and state and local laws and regulations. Commercial and public safety radio equipment shall be FCC type-accepted. Federal government and amateur radio equipment shall be constructed in such a fashion as to be of commercial quality. Quarterly checks of the receiving equipment, transmitting equipment, antennas and customer-owned site filtering equipment are strongly encouraged.

9. Interference problems resulting from a user to the Multi Agency Communications Center facility shall be the responsibility of the interfering tenant to resolve. 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 Multi Agency Communications Center Radio Communications Manager, the interfering tenant may be unable to use the facility.

10. Any changes to any equipment on the tower or configuration (additions, removals, realignments of antennas) require pre-approval by the Multi Agency Communications Center Radio Communications Services Manager and may require amendments to the License, if the changes are beyond what is authorized by the License, and Multi Agency Communications Center agrees to such License amendments. An inspection is required at the end of such work.

11. Equipment that presents an immediate hazard to the facility or individuals working on or at 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.

12. All Multi Agency Communications Center 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 Multi Agency Communications Center 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.

13. All site property shall be left clean and free of debris, trash and food scraps. If materials are brought in which becomes trash, the tenant bringing in the material shall be responsible for its removal.

14. All equipment installed in Multi Agency Communications Center facilities shall be properly licensed. All tenant FCC radio licenses shall be posted.

15. 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.

16. Communication/Antenna mounting hardware(s) constructed by Licensee on Multi Agency Communications Center property shall be designed to comply with standards set forth in ANSI/EIA/TIA-222 Revision G once the antenna configuration/loading for both the Licensee and Multi Agency Communications Center has been determined.

Exhibit D
Site Installation and Operating Practices
(Page 4 of 4)

17. Licensee shall pay for all upgrade costs necessary on Multi Agency Communications Center owned communication/antenna structure(s) to keep the structure at less than 100% stress levels as determined by a structural survey completed in using ANSI/EIA/TIA-222 Revision G standards once the antenna configuration/loading for both Multi Agency Communications Center and Licensee has been determined.

18. Licensee shall use no materials in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower or its appurtenances. Licensee shall mark all antenna(s) on the Tower by a marking fastened securely to its bracket on the Tower and all transmission lines shall be tagged at the conduit opening where it enters the building.

19. Licensee shall furnish and install new cable ground kits as required on all cables. For the RF antenna cables, one ground kit shall be installed near the top of the vertical run, at the bottom of the vertical run, and at all locations that cross a tower ground bus bar.

Exhibit E
Other Agreements

The table below shows the Other Agreements entered into by the Parties.

Site	Address	City	County	State	Zip Code
Coulee City	1884 Road 5 NE	Coulee City	Douglas	WA	99115
Moses Lake	208 S Hamilton Rd	Moses Lake	Grant	WA	98837
Quincy	22532 Road 9 NW	Quincy	Grant	WA	98848
Wahatis	19387 Wahatis Peak Road SW	Royal City	Grant	WA	99326

This Exhibit may be amended or replaced from time to time to accurately reflect the complete list of Other Agreements between the Parties.

**Attachment A
Prime Lease**

COMMERCIAL LEASE AGREEMENT

THIS LEASE made this 6th day of *AUGUST*, 1998, by and between MULTI AGENCY COMMUNICATIONS CENTER, (MACC) (hereinafter called LESSEE), and WARREN MORGAN, (hereinafter called LESSOR);

RECITALS

WHEREAS, LESSOR is a private citizen residing in Grant County, State of Washington; and

WHEREAS, LESSEE is an Interlocal agency formed under Chapter 39.34 Laws of the State of Washington, and

WHEREAS, LESSEE herein, enters into this contractual agreement with LESSOR, and undertakes the rights, duties and liabilities relating to the Premises as set forth herein, and

WHEREAS, LESSEE desires to lease the Premises for emergency communication purposes, including without limitation, antenna support structure buildings, and all items reasonably relating thereto; and

WHEREAS, the parties desire to enter into a lease agreement defining their rights, duties and liabilities relating to the Premises; and

WITNESSTH:

For and in consideration on the mutual covenants, agreements, and stipulations contained herein, the parties agree as follows:

1. **PREMISES:** LESSOR does hereby lease to LESSEE, and the LESSEE leases from LESSOR, for the term, rental and upon all of the conditions hereinafter set forth, those certain Premises commonly known as:

A 50 foot by 50 foot parcel of land located at 22556 Road 9 NW Quincy, WA, further described in Addendum "A" to be attached.

2. **TERM:** The term of this Lease shall be for ten (10) years commencing on the 6th day of *AUGUST*, 1998, and shall terminate on the 5th day of *AUGUST*, 2008, except as set forth herein.

3. OPTION TO RENEW: This Lease may be renewed at the end of the first ten year term. The terms of the next Lease period shall be re-negotiated at that time. The re-negotiation period shall be ninety (90) days and shall be the ninety (90) days immediately preceding the last ninety (90) days of the initial ten (10) year lease period. LESSEE shall have the right to terminate the Lease and not extend for any additional ten (10) year period by giving ninety (90) days advance written notice to the LESSOR prior to the expiration of the then current term. If LESSEE gives such notice, then this LEASE shall terminate upon the expiration of the then current term. LESSOR shall have the right to terminate the Lease and not re-negotiate for any additional ten (10) year period by giving ninety (90) days advance written notice to the LESSEE prior to the expiration of the then current term. If LESSOR gives such notice, then this LEASE shall terminate upon the expiration of the then current term.

4. RENT: LESSEE hereby covenants and agrees to pay LESSOR rent, at LESSOR's address, 22770 Road 9 NW, Quincy, Washington, 98848. The rent for the initial ten (10) year term shall be \$1,200.00 per year, annually, in advance, on or before the 15th day of April each year.

LESSEE agrees to pay to LESSOR in addition to the minimum rent set forth above, a sum equal to fifty percent (50%) of the gross revenue received by LESSEE, generated from the sublet of space at the above site. LESSEE shall provide LESSOR with an accounting of such gross income and gross revenues each year on or before December 1, and shall remit the amount due if any no later than December 31.

5. UTILITIES AND FEES: All applications and connections for necessary utility services on the demised Premises shall be made in the name of LESSEE only, and LESSEE shall be solely liable for utility charges as they become due, including without limitation those for gas, electricity, telephone and all other utilities and services to the Premises during the full term of the Lease.

6. REPAIRS AND MAINTENANCE: The demised Premises have been inspected and are accepted by LESSEE in their present condition. LESSEE shall, at its own expense and at all times use the demised Premises in accordance with applicable laws, ordinances, rules, regulations and requirements of governmental authorities. LESSEE shall keep and maintain the demised Premises in a sightly condition, free from debris and in reasonably good repair and condition. LESSEE shall have the sole responsibility for the installation, maintenance, repair,

construction or reconstruction of any improvements placed or to be placed upon the demised Premises and may, at its own expense, with LESSOR'S prior written permission, alter or modify the improvements now existing or hereafter placed on the demised Premises to suit its needs consistent with the intended use of the demised Premises. LESSEE shall, at its own expense, perform maintenance on the access road to the leased property to insure it is passable by a four wheel drive vehicle

7. ADDITIONAL USE OF THE PREMISES: In addition to the foregoing use, LESSEE shall be entitled to maintain aviation hazard lights, security fence, all necessary lines, anchors, connections and devices for a communications facility.

8. ALTERATIONS, ADDITIONS AND IMPROVEMENTS: LESSEE may at any time during the Lease term, at their own expense, make any alterations, additions, or improvements in and to the demised Premises and the buildings. Alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength, or lessen the value of the demised Premises, or change the purposes for which the demised Premises, or any part thereof, may be used.

9. TAXES: LESSOR shall pay on or before the last day on which payment may be made without penalty or interest, all taxes, assessments, or other governmental charges that shall or may be imposed on the demised Premises or any part thereof.

10. HOLD HARMLESS: The LESSEE hereby agrees to indemnify, defend and hold harmless the LESSOR from any and all liability from damages to persons or property arising from LESSEE'S activities on the property. LESSOR shall likewise indemnify, defend and hold harmless the LESSEE from liability arising from LESSOR'S activities on the property.

11. INSURANCE: LESSEE shall maintain liability insurance on the tower structure with a minimum coverage of two million dollars (\$2,000,000.00).

12. DEFAULT OR BREACH: Time is of the essence of each and every provision of this Lease. Each of the following events shall constitute a default or breach of this Lease by LESSEE:

a. If LESSEE, or any successor or assignee of LESSEE while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.

b. If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against LESSEE, or if a receiver or trustee shall be appointed of all or substantially all of the property of LESSEE, and such proceedings shall not be dismissed or the receivership or trusteeship vacated with 30 days after the institution or appointment.

C If LESSEE shall fail to pay LESSOR any rent or additional rent when the rent shall become due and shall not make the payment within 30 days after notice thereof by LESSOR to LESSEE

d If LESSEE shall fail to perform or comply with any of the conditions or covenants of this Lease and if the nonperformance shall continue for a period of 30 days after notice thereof by LESSOR to LESSEE or, if the performance cannot be reasonably had within the 30-day period, LESSEE shall not in good faith have commenced performance within the 30-day period and shall not diligently proceed to completion of performance.

13 EFFECT OF DEFAULT: In the event of any default hereunder, then LESSOR shall be entitled, without further notice or demand, to exercise any, all of any combination of the following remedies, including any other remedy granted at law or in equity:

a LESSOR may elect, but shall not be obligated, to make any payment required of LESSEE herein or comply with any agreement, term, or condition required hereby to be performed by LESSEE, and LESSOR shall have the right to enter the demised Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by LESSOR shall not be deemed to waive or release the default of LESSEE or the right of LESSOR to take any action as may be otherwise permissible hereunder in the case of any default.

b LESSOR may re-enter the Premises immediately and remove the personal property of LESSEE, and store the property in a public warehouse or at a place selected by LESSOR, at the expense of LESSEE. After re-entry LESSOR may terminate the Lease on giving 30 days written notice of termination to LESSEE. Without the notice, re-entry will not terminate the Lease. On termination LESSOR may recover from LESSEE all damages proximately resulting from the breach, including the cost of recovering the Premises, and the worth of the balance of this lease over the reasonable rental value of the Premises for the remainder of the lease term, which sum shall be immediately due LESSOR from LESSEE.

C. After re-entry, LESSOR may re-let the Premises or any part thereof for any term without terminating the Lease, at the rent and on the terms as LESSOR may choose. LESSOR may make alterations and repairs to the Premises. The duties and liabilities of the parties if the Premises are re-let as provided herein shall be as follows:

(1) In addition to LESSEE's liability to LESSOR for breach of the Lease, lessee shall be liable for all expenses of the re-letting, for the alterations and repairs made, and for the difference between the rent received by LESSOR under the new lease agreement and the rent installments that are due for the same period under this Lease.

(2) LESSOR shall have the right, but shall not be required, to apply the rent received from re-letting the Premises (a) to reduce the indebtedness of LESSEE to LESSOR under the Lease, not including indebtedness for rent, (b.) to expenses of the re-letting and alterations and repairs made, (C.) to rent due under this Lease, or (d.) to payment of future rent under this lease as it becomes due.

If the new LESSEE does not pay a rent installment promptly to LESSOR, and the rent installment has been credited in advance of payment to the indebtedness of LESSEE other than rent, or if rentals from the new LESSEE have been otherwise applied by LESSOR as provided for herein and during any rent installment period are less than the rent payable for the corresponding installment period under this Lease, LESSEE shall pay LESSOR the deficiency, separately for each rent installment deficiency period, and before the end of that period LESSOR may at any time after a re-letting terminate the Lease for the breach on which LESSOR had based the re-entry and subsequently re-let the Premises.

e. After re-entry, LESSOR may procure the appointment of a receiver to take possession and collect rents and otherwise exercise the remedies of LESSOR under this Lease. Proceedings for appointment of a receiver by LESSOR, or the appointment of a receiver shall not terminate and forfeit this lease unless LESSOR has given written notice of termination to LESSEE as provided herein.

14. CONDEMNATION. Rights and duties in the event of condemnation are as follows:

a. If the whole of the demised Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, this Lease shall cease and terminate as of the date on which title shall vest thereby in that authority, and the rent reserved hereunder shall be apportioned and paid up to that date.

b If only a portion of the demised Premises shall be taken or condemned, then this Lease and the term hereof shall terminate at the option of LESSEE. If LESSEE does not so elect, the rent payable after the date on which LESSEE shall be required to surrender possession of such portion shall be reduced in proportion to the decreased use suffered by LESSEE as the parties may agree or as shall be determined by arbitration.

C In the event of any taking or condemnation in whole or in part, the entire resulting award of consequential damages shall belong to LESSOR without any deduction therefrom for the value of the unexpired term of this Lease or for any other estate or interest in the demised Premises now or later vested in LESSEE. LESSEE assigns to LESSOR all its right, title and interest in any and all such awards

d In case of any governmental action not resulting in the taking or condemnation of any portion of the demised Premises but creating a right to compensation therefor, or if less than a fee title to all or any portion of the demised Premises shall be taken or condemned by any governmental authority for temporary use or occupancy, this Lease shall continue in full force and effect without reduction or abatement of rent, and the rights of the parties shall be unaffected by the other provisions of this section, but shall be governed by applicable law.

15 QUIET ENJOYMENT LESSOR warrants that LESSEE shall be granted peaceable and quiet enjoyment of the demised Premises free from any eviction or interference by LESSOR if LESSEE pays the rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on LESSEE.

16 ASSIGNMENT, MORTGAGE, OR SUBLEASE: LESSEE or its successors or assigns may assign, or sublet the demised Premises in whole or in part, or permit the Premises to be used or occupied by others, with the written permission of the LESSOR.

17. ENTIRE AGREEMENT This Lease constitutes the entire agreement of the parties, and supersedes all prior agreements, contracts and understandings, written or oral. This Lease cannot be terminated, amended or modified except by a written instrument executed by LESSOR and LESSEE, except as set forth herein.

18. BINDING ON HEIRS, SUCCESSORS AND ASSIGNS. The covenants and agreements of this Lease shall be binding upon the legal representatives, heirs, executors, administrators, successors and assigns of both parties hereto, except as herein above provided.

19 **USE:** LESSEE shall use the Premises for communication purposes, including without limitation, communication towers and all items reasonably relating thereto and for no other purposes, without prior written consent of LESSOR.

20 **NOTICE:** Any notice required to be given by either party to the other shall be deposited in the United States mail, postage prepaid, addressed to LESSOR at: 22770 Road 9 NW, Quincy, Washington, 98848 or to LESSEE, at 6500 32nd Ave. NE, Suite 911, Moses Lake, WA 98837 Either party hereto may, from time to time, by notice to the other, may designate a different address which shall be substituted for the addresses specified above.

21 **APPLICABLE LAW** This agreement shall be governed by and construed in accordance with the laws of the State of Washington.

22 **INVALIDITY** Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any of the other provisions hereof and such other provisions shall remain in full force and effect despite such invalidity or illegality.


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the date first above written

WARREN MORGAN - LESSOR



A handwritten signature in black ink, appearing to read "Warren Morgan", is written over a horizontal line.

MULTI AGENCY COMMUNICATIONS CENTER - LESSEE

By _____

Michael H. Grossie, Director

COMMERCIAL LEASE AGREEMENT

BY AND BETWEEN

WARREN MORGAN and MULTI AGENCY COMMUNICATIONS CENTER

ADDENDUM "A"

PREMISES: A 50 foot by 50 foot parcel of land located at 22528 Road 9 NW, Grant County, Washington.

Further described as being located in the NW 1/4 of the SE 1/4 of section 17, Township 20N Range 23E, Farm Unit #4, Block 741, Tax Parcel Number 21-1895-000.

This Addendum "A" is added to the lease agreement this 11th day of August, 1998.

COMMERCIAL LEASE AGREEMENT AMENDMENT

BY AND BETWEEN

WARREN MORGAN and MULTI AGENCY COMMUNICATIONS CENTER

ADDENDUM "B"

The MULTI AGENCY COMMUNICATIONS CENTER (MACC) wishes to make certain site improvements to benefit communications for the first responders of Grant County. These improvements are described in Addendum "B" herein and shall become part of the COMMERCIAL LEASE AGREEMENT BY AND BETWEEN ~~WARREN MORGAN~~ ^{WRM} *WRM Properties, LLC* (LESSOR) and MULTI AGENCY COMMUNICATIONS CENTER (LESSEE).

The following changes and improvements shall be granted as part of this Addendum:

- The leased parcel and radio site shall be moved and located approximately 100 feet northwest of its present location. The configuration of the site shall be same or similar to the attached site plan.
- The leased parcel size shall increase to 100' x 100'.
- LESSEE is authorized to furnish and install, at their own expense, an equipment shelter, to house communications equipment that is up to 12' x 28' with generator and external LPG fuel tank.
- LESSEE is authorized to furnish and install, at their own expense, a new radio communications tower. The tower shall be self supporting with no guy wires and shall be 200' in height.
- LESSEE shall provide space, power, and backup power for up to one 19" rack of LESSOR's equipment inside the shelter.
- LESSEE shall provide space on the tower for up to two antennas for LESSOR. This shall be on a non-interfering basis and LESSOR shall provide LESSEE with operating frequencies prior to installation to mitigate possible interference issues prior to installation.
- LESSEE agrees to review with and receive concurrence from LESSOR on all collocation sublets and agreements prior to execution of said sublets and agreements. LESSOR's review and concurrence shall be limited to the financial matters of sublets and agreements such as rental fees, term of lease, deposits, or exchange of services. LESSEE shall maintain full responsibility for all other matters of sublets and agreements such as equipment installation, Federal Communications Commission licensing requirements, and tower loading and safety.
- LESSOR shall furnish and install, at their own expense, their equipment and antennas at the site. Installation standards and techniques shall conform with site installation standards.
- LESSOR shall clear and remove, at their own expense, any existing orchard and vegetation areas as shown in the attached site plan.

- LESSOR and LESSEE agree to renew the terms of the lease for an additional ten (10) year term. The date of the renewal shall become effective on the latest date of signature.

W. Morgan For WRM Properties, LLC
Warren Morgan (LESSOR)

10-19-05
Date

Mary Allen
Mary Allen, Director (LESSEE)

10.19.05
Date

FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT

This First Amendment to Commercial Lease Agreement ("Amendment") is made this 21st day of March, 2014 ("Effective Date"), between Multi Agency Communications Center, an Interlocal Agency formed under RCW Ch. 39.34, with its principal offices located at 6500 32nd Avenue NE, Suite 911, Moses Lake, Washington 98837 ("Lessee"), and WRM Properties, LLC, a Washington limited liability company, with its principal offices located at 22770 Road 9 NW, Quincy, WA 98848 ("Lessor"), successor-in interest to Warren Morgan, an individual ("Morgan"). Lessor and Lessee are at times herein collectively referred to as "Parties" or individually as the "Party".

WHEREAS, on or about the August 6, 1998, Lessee and Morgan entered into a "Commercial Lease Agreement" as amended by "Addendum A" dated August 11, 1998, and as further amended by "Addendum B" dated October 19, 2005 (together the "Lease"), pursuant to which Lessee leased certain Premises located on Morgan's Property; and

WHEREAS, Morgan has assigned his interest in the Lease to Lessor; and

WHEREAS, the Lease expires on October 18, 2015, and the Parties wish to extend the term of the Lease, amend certain provisions of the Lease and add additional provisions to the Lease; and

WHEREAS, the compensation provisions of the Lease with respect to Grant County Public Utility District's ("PUD") installation upon the Premises are to be modified to require payment for PUD's sublease of the Premises, which is currently subject to revenue sharing by Lessee under the terms of the Lease; and

WHEREAS, the Lease is in full force and effect, and neither Party is in breach or default of any terms, conditions, or payments due under the Lease; and

WHEREAS, the Parties desire to modify the Lease as specified herein.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereby incorporate each of the foregoing recitals into the terms of the Lease by this reference, and hereby agree to be bound to the following terms and conditions of this Amendment as follows.

1. The content of Addendum "A" to the Lease is hereby deleted in its entirety, and is replaced with the following definitions:

"Property" is Grant County Assessor Parcel Number ("APN") 211895000 with a street address of 22532 Road 9 NW, Quincy, WA, further described on Exhibit A - Property, attached hereto and incorporated herein.

"Premises" is a 100 foot by 100 foot parcel of land located upon the Property, further described on Exhibit B - Premises, attached hereto and incorporated herein."

Exhibit A – Property, Exhibit B – Premises, and Exhibit B-1 - Survey are hereby appended to the Lease.

2. Section 2 of the Lease is hereby deleted in its entirety and replaced with the following:

"**2. TERM.** The initial term of this Lease shall be for five (5) years commencing on April 1, 2014 ("Commencement Date"), and terminating at midnight on March 31, 2019 ("Initial Term)."

3. Section 3 of the Lease is hereby deleted in its entirety, and replaced with the following:

"**3. OPTION TO RENEW** Subject to the provisions of subparagraphs a and b below, this Lease shall automatically extend for three (3) additional five (5) year terms on the same terms and conditions contained herein with the exception of rent and this Option to Renew provision, ("Renewal Term(s)") unless LESSEE delivers written notice to LESSOR of LESSEE'S intention not to exercise said options not later than six (6) months prior to the expiration of the Initial Term of this Lease or any Renewal Term then in effect.

- a. **Lessor Option to Terminate.** During the last year of the first Renewal Term, LESSOR may terminate this Lease by delivering written notice to LESSEE of LESSOR'S intention to terminate no later than six (6) months prior to the expiration of the first Renewal Term. If such notice is delivered as provided herein, this Lease shall terminate at midnight on the last day of the first Renewal Term. If such notice is not delivered as provided herein, this Lease shall automatically renew in accordance with this Section 3 for two (2) additional Renewal Terms.
- b. **Escalation.** Rent for each Renewal Term shall be increased by fifteen (15) percent over the Rent payable during the immediately preceding Initial Term or Renewal Term, as the case may be. This Lease shall only renew if LESSEE is in full compliance with the provisions of this Section 3 and is not in default of any other covenants, terms or conditions of this Lease at the date set for commencement of any Renewal Term, regardless of whether LESSOR has sent a notice of intent to forfeit to LESSEE or commenced the exercise of any other remedy on account of LESSEE'S default. In the event LESSOR exercises its option to terminate this Lease as provided in subparagraph a. above, then this Lease and this option to renew provision shall terminate on the date set for termination of the first Renewal Term. Whenever in this Lease, the phrase "term of this Lease" or "Lease Term", or the like, is used it shall be deemed and construed to include the Initial Term and any Renewal Term or Terms.
- c. **Holdover.** In the event LESSEE remains in possession of the Premises after the expiration or termination of this Lease, LESSEE shall be deemed to be occupying the Premises as a tenant from month-to-month, and shall pay monthly

Rent at a rate equal to one hundred and twenty percent (120%) of the sum of the following: (i) one-twelfth (1/12th) of the Rent payable during the year the Lease terminated; and (ii) one-twenty-fourth (1/24th) of the annual Tenant Rent payable during the year the Lease terminated, subject to all of the other terms of this Lease insofar as the same are applicable to a month-to-month tenancy."

4. Section 4 of the Lease shall be deleted in its entirety, and shall be replaced with the following:

"4. RENT: *The rent for LESSEE's use of the Premises shall be Eleven Thousand and no/100 Dollars (\$11,000.00) per year ("Rent"), due and payable annually, in advance, on or before each annual anniversary of the Commencement Date.*

a. **PUD Rent.** *LESSOR acknowledges and agrees that the Rent stated above includes LESSOR's portion of revenue sharing attributable to PUD's occupancy of the Premises, which consists of fifty-percent (50%) of the actual rent received by LESSEE from PUD ("PUD Rent"), such share to be considered a "fee" payable to LESSOR, with the remainder of Rent attributable to LESSEE's occupancy of the Premises. LESSOR acknowledges and agrees that it is not entitled to any other revenue sharing as it relates to PUD's occupancy of the Premises. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN**, in the event PUD terminates its tenancy of the Premises, the Rent shall nevertheless continue at the scheduled rate, subject to the provisions of this Lease.*

i. *PUD Rent shall not be construed as to include payments received by LESSEE for services provided to PUD or other fees paid on PUD's behalf including, but not limited to, utilities, telephone, taxes, professional fees and services, or any other expense, cost or fees associated with any other non-rent item.*

b. **Other Tenant Rent.** *LESSEE shall pay LESSOR, as additional rent, an amount equal to thirty percent (30%) of all rent actually received by LESSEE from subtenants or licensees on the Premises, other than PUD, from the subletting of space or services at the Premises ("Tenant Rent"). Tenant Rent shall not be construed as to include payments received by LESSEE for services provided to subtenants or licensees on the Premises or fees paid on behalf of such subtenants or licensees, including, but not limited to, utilities, telephone, taxes, professional fees, costs and services, or any other expense, cost or fee.*

c. **Pass-Through.** *LESSEE shall have the right to charge back to PUD and other subtenants or licensees on the Premises sums equal to the percentage of PUD Rent and Tenant Rent paid to Lessor under Sections 4(a) and 4(b). Such charge-backs shall not be considered PUD Rent or Tenant Rent for purposes of Sections 4(a) and 4(b).*

d. **Commencement of Payment of Tenant Rent.** *Tenant Rent shall be paid to LESSOR annually, with Rent, with partial years to be prorated. Tenant Rent shall begin to accrue on the date of LESSEE's written approval of the completion of LESSEE's sub-tenant's or licensee's installation upon the Premises, and shall terminate on the date such sublease or sublicense expires or is terminated according to its terms.*

sublicense expires or is terminated according to its terms.

- i. *LESSEE shall notify LESSOR of any new subtenants or licensees to be added to the Premises upon commencement of construction of such subtenant's or licensee's facilities on the Premises.*

The current subtenants/licensees are as follows:

*Grant County Public Utilities District
30 C St. SW
P.O. Box 878
Ephrata, WA 98823 PUD.*

Address for Payment of Rent and Tenant Rent. All Rent and Tenant Rent owed by LESSEE to LESSOR shall be marked clearly as "WRM Properties Site" indicating the service for which payment is being rendered, and shall include an accounting of all Tenant Rent received by LESSEE for the preceding Lease year. Payments shall be made payable to LESSOR and sent to the following address:

*WRM Properties, LLC
22770 Road 9 NW
Quincy, WA 98848*

- i. *This address may be changed from time to time by LESSOR's delivery of proper notice to LESSEE of such other person, firm, or place as LESSOR may designate in writing at least thirty (30) days in advance of any Rent, Tenant Rent, or other payment due date.*
 - ii. *LESSEE may pay the Rent or Tenant Rent and/or any other amounts due LESSOR by electronic funds transfer. Upon request of LESSEE, LESSOR shall provide to LESSEE such bank routing information as is reasonably required by LESSEE's financial institution to complete such transaction.*
- f. **Late Charge.** *In the event of nonpayment of Rent or Tenant Rent by LESSEE to LESSOR in the full amount and at the time(s) required by this Lease, with such nonpayment continuing for more than 10 days after due, then LESSEE, upon receipt of written notice from LESSOR, shall pay LESSOR a late charge of 10% per month, of the amount of Rent or Tenant Rent for each month or portion of a month of delinquency from the due date(s) until the delinquent Rent or Tenant Rent, as the case may be, is paid in full. No default on account of delinquent Rent or Tenant Rent payment(s) shall be cured until the late charge required by this section is paid in addition to the delinquent Rent or Tenant Rent payment(s). "*

- 5. Paragraph 6 of the Lease shall be deleted in its entirety and shall be replaced with the following:

*"6. **REPAIRS AND MAINTENANCE:** The Premises have been inspected and are accepted by LESSEE in its present condition. LESSEE shall, at LESSEE'S own expense and at all times, use the Premises in accordance with all applicable laws, ordinances, rules, regulations, and requirements of governmental authorities. LESSEE shall keep and maintain the Premises in good operating order and condition, in a slightly condition, and free from weeds, trash and debris. LESSEE shall have the sole responsibility, at the cost and expense of LESSEE, for the installation, maintenance, repair, construction, or reconstruction of any improvements placed or to be placed upon the Premises and may, at its own expense, alter or modify the improvements now existing or hereafter placed on the Premises to suit its needs consistent with the intended use of the Premises. LESSEE shall, at its own expense, perform maintenance on the access road to the Premises to ensure it is passable by a four wheel drive vehicle."*

6. Paragraph 11 of the Lease shall be deleted in its entirety and shall be replaced with the following:

*"11. **INSURANCE.** LESSEE shall procure and maintain in force, without cost or expense to LESSOR, on the Commencement Date and throughout the Lease Term or as long LESSEE remains in possession of the Premises, with insurance carriers licensed to do business in the State of Washington, a broad form comprehensive general liability policy of insurance covering bodily injury and property damage with respect to the use and occupancy of the Premises with liability limits of not less than \$2,000,000, per occurrence. LESSOR shall be named as additional insured on such policy, which policy shall provide that it may not be canceled or modified for any reason without fifteen (15) days prior written notice to LESSOR. LESSEE shall provide LESSOR with a certificate of such insurance within ten (10) business days of the execution of this Lease and thereafter with renewal certificates within ten business (10) days of all annual renewals."*

7. Paragraph 16 of the Lease is hereby deleted in its entirety and shall be replaced with the following:

*"16. **ASSIGNMENT, MORTGAGE OR SUBLEASE.***

- a. Upon the prior written consent of LESSOR, which consent may not be unreasonably withheld, delayed or conditioned, LESSEE, or its successors, may assign its interest in this Lease to its parent company, any subsidiary or affiliate of LESSEE or its parent company, to any successor-in-interest or entity acquiring fifty-one percent (51 %) or more of its stock or assets; or to any successor-in-interest or entity acquiring LESSEE's tower, shelter, equipment and personal property located on the Premises.*
- b. LESSEE shall have the right to sublet or grant licenses to any and all portions of the Premises without consent of LESSOR, provided that LESSEE shall comply with the provisions of Section 4 of the Lease; and provided that the term of any such sublease or license shall not extend beyond the Lease Term.*
8. Paragraph 19 of the Lease is hereby deleted in its entirety, and replaced with the

following:

"19. USE. LESSEE shall use the Premises for communication purposes in strict compliance with all applicable laws and regulations, including without limitation, communication towers and all items reasonably relating thereto and for no other purposes, without prior written consent of LESSOR. The Premises may not be used at any time for any unlawful purpose or in such a way that constitutes a nuisance or trespass to lands or persons in the vicinity of the Premises."

9. The Parties acknowledge and agree that Lessee and PUD are currently negotiating a contract pursuant to which PUD will install certain equipment upon the Premises. In furtherance thereof, the Parties acknowledge, agree and accept that:
- (i) PUD previously occupied the Premises during the previous term of the Lease prior to the Commencement Date specified in this Amendment, pursuant to which PUD was not required to pay rent to Lessee; and
 - (ii) No payment of PUD Rent for PUD's tenancy prior to the Commencement Date specified in this Amendment was or is due or payable to Lessor; and
 - (iii) All PUD Rent paid by PUD to Lessee from and after the Commencement Date specified in this Amendment shall be included in computations and payment of annual Rent payable to Lessor.

10. Addendum "B" is hereby deleted in its entirety, and the following Section shall be added to the Lease:

"23. LESSOR SPACE: LESSEE shall provide space, power and backup power for up to one 19" rack of LESSOR's equipment inside LESSEE's shelter. LESSEE shall also provide space on the tower for up to two (2) antennas for LESSOR. LESSOR shall furnish and install, at its own expense, its equipment and antennas at the Premises. Such equipment shall be installed on a non-interfering basis and LESSOR shall provide LESSEE with operating frequencies prior to installation to mitigate possible interference issues. LESSOR's installation standards and techniques shall conform with site installation standards and techniques determined by LESSEE."

Prior to installing any of LESSOR's equipment on the communications tower and in LESSEE's shelter, and so long as such equipment shall remain on the communications tower and shelter, LESSOR shall obtain and maintain any and all permits and licenses required to operate such equipment. LESSOR shall maintain full responsibility for all matters of operating its equipment and antennas on the Premises including, but not limited to, compliance with permits, FCC and other licensing requirements, tower loading and safety. LESSEE reserves the right to relocate LESSOR's space from time to time if, in LESSEE's sole discretion, such relocation enhances LESSEE's use of the Premises and does not diminish LESSOR's operations. In the event of such relocation, LESSEE shall give LESSOR thirty (30) days' notice prior to the commencement of the relocation, and LESSEE shall bear all cost of such relocation."

11. The following Sections shall be added to the Lease:

"24. TERMINATION: *In addition to LESSOR'S right to terminate this Lease as provided in Section 3, this Lease may be terminated, without any penalty or further liability, as follows:*

- a. *By LESSOR, upon thirty (30) calendar days' prior written notice to LESSEE, in the event of a default as defined in the Section 12 - Default or Breach.*
- b. *By LESSEE, in the event of a default by LESSOR of any of the terms of this Lease, which default is not cured within thirty (30) calendar days of LESSOR's receipt of written notice of default from LESSEE.*
- c. *By LESSEE, upon sixty (60) calendar days' prior written notice to LESSOR, if LESSEE is unable or unwilling to obtain or maintain any license, permit or other approval necessary to the operation of the equipment or the Lease.*
- d. *By LESSEE, upon sixty (60) calendar days' prior written notice to LESSOR, if LESSEE determines that the Premises are not appropriate for its operation for economic, environmental, or technological reasons."*

"25. REMOVAL OF IMPROVEMENTS: *Within ninety (90) calendar days of the expiration or termination of the Lease Term, LESSEE, at the sole cost and expense of LESSEE, shall have removed all of LESSEE'S above ground personal property, fixtures and improvements, and those of LESSEE'S subtenants and licensees, if not removed prior thereto by LESSEE'S subtenants and licensees, and return the Premises to LESSOR in the same condition and repair as existed prior to August 6, 1998, to a depth of three feet (3') below grade, reasonable wear and tear excepted."*

"26. WASTE. *Lessee shall not commit or permit spoil or waste of or to any of the Premises and shall peacefully surrender possession of the Premises on the date of Lease termination, subject to the provisions of Paragraph 25, in a clean and neat condition, free and clear of all refuse and debris.*

"27. PERSONAL PROPERTY TAXES: *LESSEE shall pay all personal property taxes assessed against all personal property owned or controlled by LESSEE that is maintained or used at any time on the Premises. LESSEE shall endeavor to ensure that LESSEE'S subtenants and licensees pay their respective personal property taxes in a timely manner. "*

"28. ENCUMBRANCES: *LESSEE may obtain leasehold or other financing secured by LESSEE'S leasehold interest in the Premises, provided that LESSEE shall not suffer or permit any lien to be filed or recorded against the Property, Premises, or LESSEE Equipment or any part thereof, by reason of work, labor, services, supplies or materials requested, and/or claimed to have been requested by LESSEE; and if any such lien shall at any time be so filed, LESSEE shall cause it to be canceled and discharged of*

record within thirty (30) calendar days after LESSEE's receipt of a notice of the filing thereof.

"29. HAZARDOUS SUBSTANCES: To LESSOR's best knowledge, Hazardous Substances have not been generated, stored, or disposed of, on the Premises, prior to August 6, 1998. LESSEE will hold LESSOR harmless from and defend and indemnify LESSOR against and from any damage, loss, expenses or liability resulting from Hazardous Substances generated, stored, disposed of or transported to, on or across the Premises as a result of LESSEE'S use of the Premises after August 6, 1998, including all reasonable attorneys' fees and costs incurred as a result thereof. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN,** this indemnity shall survive indefinitely any expiration or termination of this Lease. **"Hazardous Substances"** shall be interpreted broadly to mean (i) any substance or material defined or designated as hazardous or toxic waste, (ii) hazardous or toxic material, (iii) hazardous or toxic or radioactive substance, or (iv) any substance defined by other similar terms by any federal, state or local environmental laws presently in effect or promulgated in the future, as such laws may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance that after release into the environment will or may reasonably be anticipated to cause sickness, death, disease, or contamination of the environment."

"30. ABANDONMENT: Should LESSEE abandon the Premises for more than ninety (90) days while in default, LESSOR may take immediate possession of the Premises and all improvements and fixtures thereon for the purpose of protecting and preserving the Premises and may mitigate damages by renting or operating the Premises during the period of enforcement of LESSOR'S rights under this Lease without prejudicing LESSOR'S rights or remedies under this Lease or by law or in equity."

"31. FAILURE TO PAY OR PERFORM: If LESSEE fails to pay any sums required to be paid to any third parties by this Lease, or fails to provide or maintain insurance, upon delivery of ten (10) days' prior written notice to LESSEE, LESSOR may make (but is not obligated to make) any such payment, or effect such insurance and all sums paid or expenses incurred by LESSOR thereby, including reasonable attorneys' fees and interest on all of said sums at the rate of twelve percent (12%), per annum, from the date(s) of payment or expenditure until repaid, shall be payable by LESSEE to LESSOR immediately on LESSOR'S demand, all without prejudice to any other rights LESSOR may have by reason of such defaults."

"32. CURING A DEFAULT: In order to remedy any actual default for which notice has been properly given by LESSOR to LESSEE, LESSEE shall, in addition to the payment of any sum or the performance of any act required, pay to LESSOR the agreed and reasonable sum of Five Hundred and No/100 Dollars (\$500) as a one-time administrative fee for the activities undertaken and expenses incurred by LESSOR in the preparation of any necessary notice of default and its delivery, whether or not attorneys' fees or other professional fees are actually incurred; and,

shall in addition, pay to LESSOR all expenses reasonably incurred by LESSOR specified in said notice for any special reports or costs in connection with the preparation of said notice. No default shall be deemed cured and LESSEE shall continue in default until any payments required to be made pursuant to the provisions of this Section 31 are made in addition to payment or actions required of LESSEE as specified in said notice."

*"33. **ATTORNEYS' FEES:** If either Party shall be in breach or default of this Lease beyond the cure period set forth in Section 12 of the Lease, the non-defaulting Party shall have the right at the defaulting Party's expense, to retain an attorney or collection agency to make any demand, enforce any remedy, or otherwise protect or enforce such Party's rights under this Lease. The defaulting Party shall pay all costs and expenses so incurred by the non-defaulting Party, including but without limitation, arbitration and court costs, collection agency charges, notice expenses, title search expenses, and reasonable attorneys' fees (with or without arbitration or litigation); and the failure of the defaulting Party to promptly pay the same shall cause a failure of cure of the specified default and shall in itself constitute a further and additional default of this Lease. In the event either Party hereto institutes any action (including arbitration) to enforce the provisions of this Lease or for any cause arising out of this Lease, or to procure an adjudication or determination of the rights of the Parties hereto, the losing Party shall pay or reimburse the prevailing Party for all of its court costs, reasonable attorneys' fees, and fees or costs normally charged or advanced by such attorneys for items such as title reports, photocopies, telephone tolls, mileage, travel, boarding, expert fees, accounting fees, or other advanced costs and fees, including such costs and fees that are incurred on appeal and in the enforcement in any judgment. In the event it is necessary for either Party to employ counsel or incur expense, in or out of court in any bankruptcy or reorganization proceedings, to enforce, establish, or protect such Party's rights hereunder, such Party who prevails therein or so protects or establishes such Party's rights hereunder is entitled to recover from the other Party all reasonable attorneys' fees and expenses so incurred. All payments and reimbursements required by this Section shall be due and payable on demand, and may be offset against any sums owed to the Party so liable in order of maturity, and shall bear interest at the rate of twelve percent (12%), per annum, from the date of demand to and including the date of collection or the due date of any sum against which the same is offset, as the case may be. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN**, should the Parties settle the dispute to the reasonable satisfaction of both Parties, the Parties may agree, in writing, that each Party shall then pay its own attorneys' fees and expenses."*

*"34. **TIME OF ESSENCE** Time is specifically declared to be of the essence of this Lease and of the payment of all sums and the performance of all acts required to be done and performed by the Parties hereto."*

*"35. **DEFENSE AND INDEMNITY.** All covenants, promises, conditions, and agreements made herein by each Party to this Lease shall include as a specific part thereof a covenant to defend, indemnify and hold harmless the other Party from and*

against any and all claims, liabilities, or damages resulting from a breach or default in the performance of such covenant, promise, condition, or agreement. Further, all reasonable cost and expense required for or occasioned by compliance with a covenant, promise, condition, or agreement by which either Party hereto is bound, shall be at the sole cost and expense of the Party so bound unless this Lease specifically provides otherwise."

"36. **WAIVER.** No waiver, express or implied, by LESSOR to any breach in the performance by LESSEE of any of LESSEE'S covenants, agreements, conditions, or terms hereof shall be deemed or taken to be a waiver of any succeeding breach of any covenant, agreement, condition, or term hereof. No waiver, express or implied, by LESSEE to any breach in the performance by LESSOR of any of LESSOR'S covenants, agreements, conditions, or terms hereof shall be deemed or taken to be a waiver of any succeeding breach of any covenant, agreement, condition, or term hereof."

- 12. The Parties acknowledge and agree that a Memorandum of Agreement in the form annexed hereto as Exhibit C will be recorded by Lessee in the official records of Grant County, Washington. Lessor agrees to cooperate with Lessee by promptly executing such Memorandum of Agreement upon Lessee's request.

LESSOR:

WRM PROPERTIES, LLC

By: W - Morgan

Print Name: WARREN MORGAN

Its: MEMBER

Date: 4-10-2014

LESSEE:

MULTI AGENCY COMMUNICATIONS CENTER

By: Jackie A Jones

Print Name: JACKIE A. JONES

Its: DIRECTOR

Date: 032114

[NOTARY ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

NOTARY BLOCK – WRM PROPERTIES, LLC

STATE OF WASHINGTON)
) SS.
COUNTY OF GRANT)

I certify that I know or have satisfactory evidence that WARREN MORGAN is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the MEMBER of WRM PROPERTIES, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: April 10, 2014



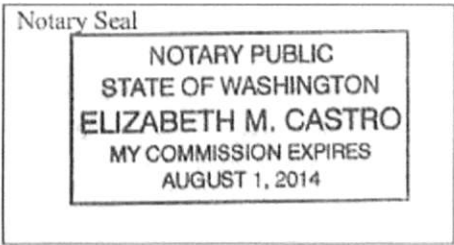
Brian Kuest
(Signature of Notary)
Brian Kuest
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires: 8-7-14

NOTARY BLOCK – MULTI AGENCY COMMUNICATIONS CENTER

STATE OF WASHINGTON)
) SS.
COUNTY OF GRANT)

I certify that I know or have satisfactory evidence that JACKIE A. JONES is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the DIRECTOR of MULTI AGENCY COMMUNICATIONS CENTER to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3/21/14



Elizabeth M Castro
(Signature of Notary)
Elizabeth M Castro
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires: Aug 1, 2014

EXHIBIT A

PROPERTY DESCRIPTION

The Property is Grant County APN 21-1895-000 with a street address of 22532 Road 9 NW, Quincy, WA, with a legal description of "A portion of Farm Unit 4, Irrigation Block 741, Lying in a portion of the South Half of Section 17 Township 20 Range 23 East, W.M., Grant County, Washington"

Parcel#:	211895000
Land Use Code:	83 - Resource - Agriculture Current Use
Situs:	22532 NW RD 9
Map Number:	
Status:	
Description:	WDU 4 BLK 741 LS TX# 9054, E20' IN E1/2SW, W1/2SE 17 20 23
Comment:	

Grant County APN 21-1895-000 is further depicted in the drawing below:



EXHIBIT B

PREMISES DESCRIPTION

Lessee's Premises and access thereto upon the Property are described below as shown on a survey recorded with Grant County, Washington as Assessor File Number ("AFN") 1217669 attached hereto as Exhibit B-1:

Description of Lessee's Premises:

LEGAL DESCRIPTION FOR EASEMENT 2:

AN EASEMENT LYING IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 23 EAST, W.M., GRANT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS

BEGINNING AT A USBR BRASS CAP MONUMENT MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 17, SAID MONUMENT BEARS NORTH 89°39'00" WEST, 2648.74 FEET FROM A USBR BRASS CAP MONUMENT MARKING THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH 38°10'30" EAST, 1447.82 FEET TO A ONE-HALF INCH SURVEYOR'S PIN AND CAP AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 73°44'08" WEST, 100.00 FEET TO A ONE-HALF INCH SURVEYOR'S PIN AND CAP, THENCE NORTH 18°15'52" WEST, 100.00 FEET TO A ONE-HALF INCH SURVEYOR'S PIN AND CAP, THENCE NORTH 73°44'08" EAST, 100.00 FEET TO A ONE-HALF INCH SURVEYOR'S PIN AND CAP, THENCE SOUTH 18°15'52" EAST, 100.00 FEET TO THE TRUE POINT OF BEGINNING.

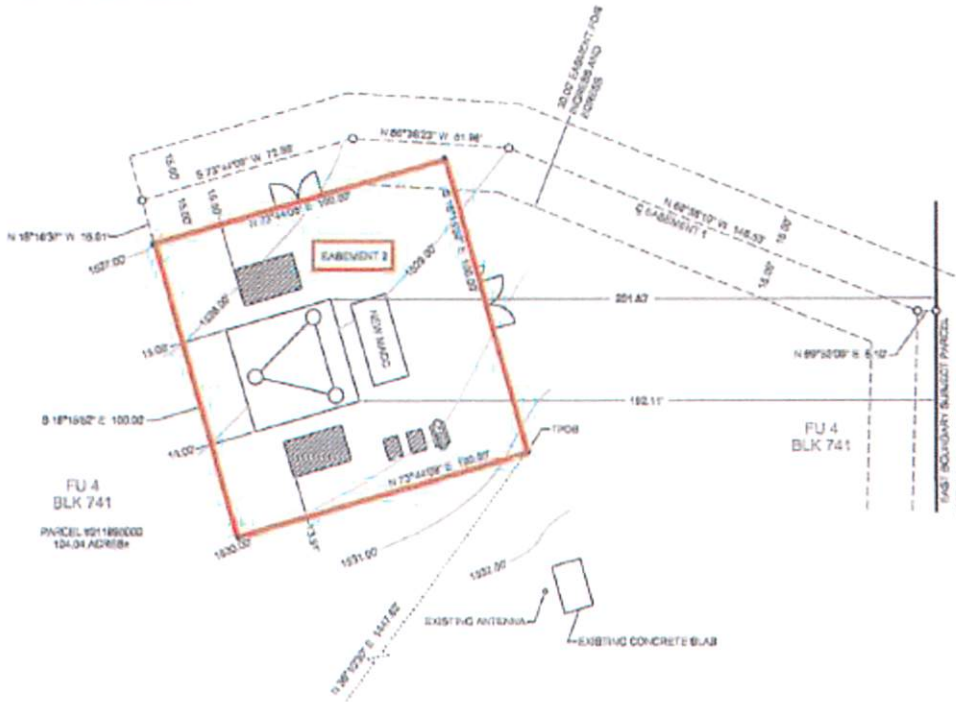


EXHIBIT B (CONTINUED)

PREMISES DESCRIPTION

Description of Lessee's Access to the Premises:

LEGAL DESCRIPTION FOR EASEMENT 1:

AN EASEMENT FOR INGRESS AND EGRESS LYING IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 23 EAST, W.M., GRANT COUNTY WASHINGTON, BEING A STRIP OF LAND 30.00 FEET IN WIDTH LYING ADJACENT TO, PARALLEL WITH AND 15.00 FEET PERPENDICULARLY DISTANT FROM AND ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE AND ITS PROJECTION.

BEGINNING AT A USBR BRASS CAP MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 17, SAID MONUMENT BEARS SOUTH 89°39'00" EAST, 2646.74 FEET FROM A USBR BRASS CAP MONUMENT MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 17; THENCE NORTH 00°17'29" EAST, FOLLOWING THE EAST BOUNDARY OF SAID SOUTHEAST QUARTER OF SAID SECTION 17, A DISTANCE 981.75 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE; THENCE NORTH 89°47'08" WEST, 1837.76 FEET; THENCE NORTH 83°18'28" WEST, 34.37 FEET; THENCE NORTH 11°04'29" WEST, 34.92 FEET; THENCE NORTH 01°27'13" EAST, 188.44 FEET; THENCE NORTH 65°39'10" WEST, 148.53 FEET; THENCE NORTH 80°39'22" WEST, 51.96 FEET; THENCE SOUTH 73°44'07" WEST, 72.83 FEET TO THE TERMINUS OF SAID CENTERLINE.

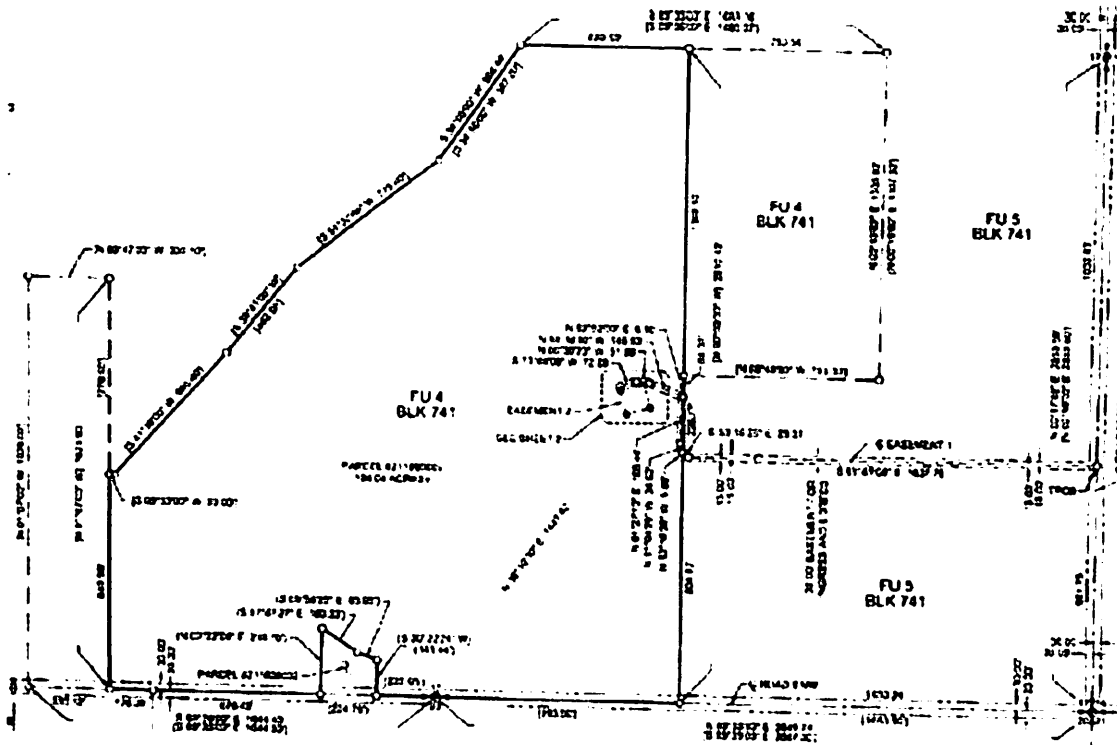


EXHIBIT B-1

SURVEY

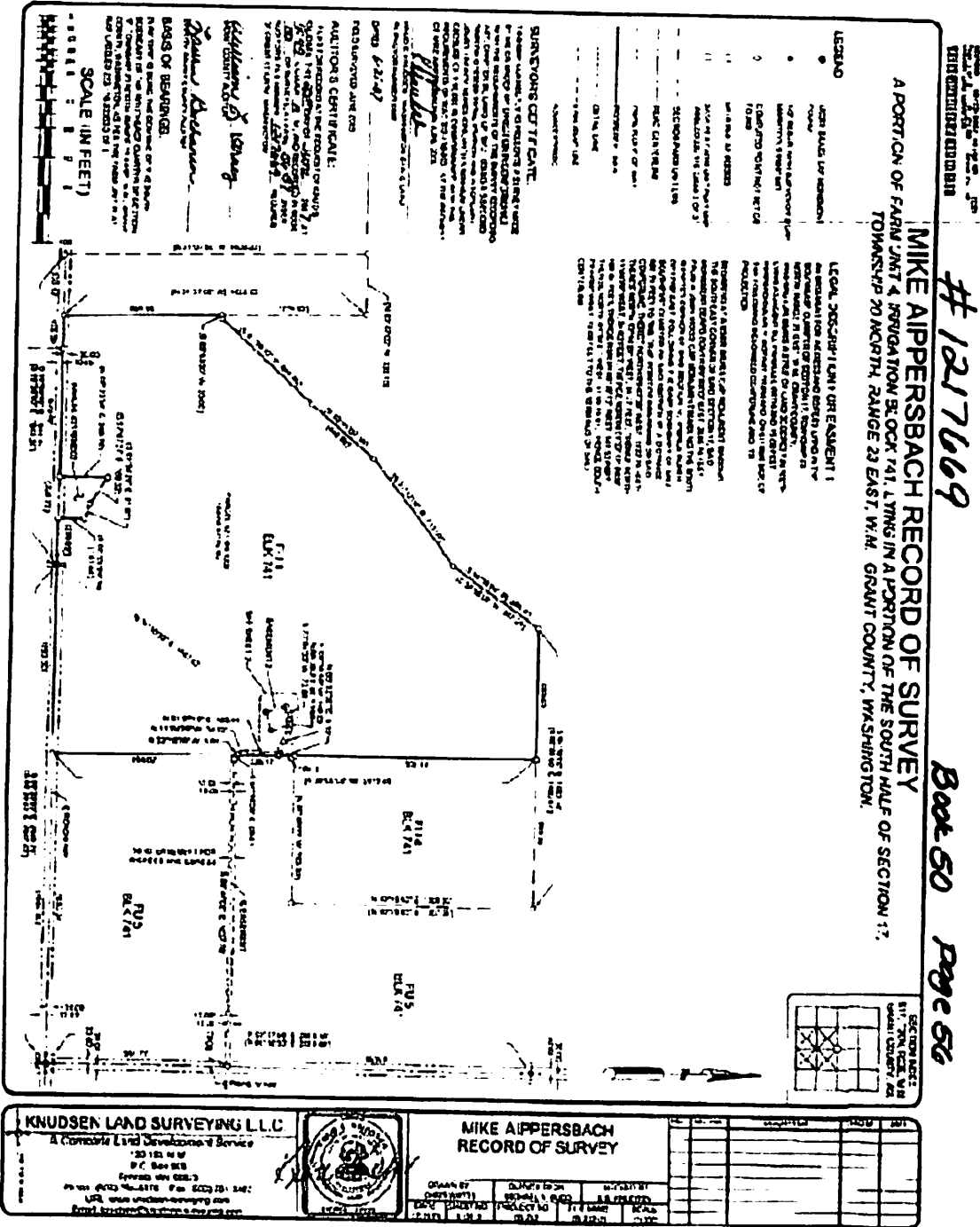


EXHIBIT B-1 (CONTINUED)

SURVEY

PLATTED AND RECORDED IN THE
OFFICE OF THE COUNTY CLERK
OF GRANT COUNTY, WASHINGTON

#1217669

Book 50 page 57

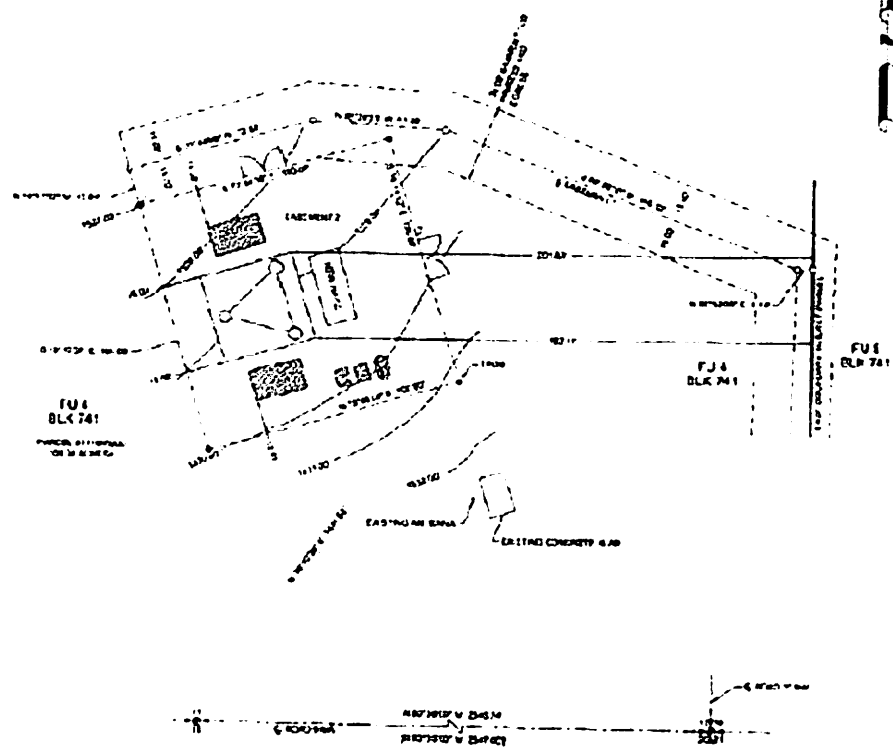
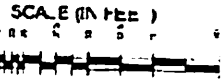
MIKE AIPPERSBACH RECORD OF SURVEY

A PORTION OF FARM UNIT 4, IRRIGATION BLOCK 741, LYING IN A PORTION OF THE SOUTH HALF OF SECTION 17,
TOWNSHIP 20 NORTH, RANGE 23 EAST W.M., GRANT COUNTY, WASHINGTON.



LEGAL DESCRIPTION FOR PARCELS 2:
IN PARCELS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

- LEGEND:
- 1/4 SECTION CORNER MARKER FOUND
 - 1/4 SECTION CORNER MARKER NOT FOUND
 - QUARTER POINT MARKER FOUND
 - QUARTER POINT MARKER NOT FOUND
 - DATA FROM FIELD SURVEY
 - DATA FROM AERIAL PHOTOGRAPHY
 - CENTERLINE OF ROAD
 - EASEMENT LINE
 - PROPERTY LINE
 - FENCE LINE
 - EASEMENT LINE
 - ADJACENT PROPERTY



MIKE AIPPERSBACH RECORD OF SURVEY

MINJENSEN LAND SURVEYING LLC
A Limited Liability Company
1811 N. 1st St.
P.O. Box 100
Spokane, WA 99201
Phone: 509-325-1111 Fax: 509-325-1112
www.minjensenland.com

EXHIBIT C
MEMORANDUM OF AGREEMENT

(See Attached)

**FILED AT THE REQUEST OF;
AFTER RECORDING, RETURN TO:**

**Multi Agency Communications Center
Attn: Radio Communications Manager
6500 32nd Ave NE, Suite 911
Moses Lake, WA 98837**

DOCUMENT TITLE: MEMORANDUM OF QUINCY COMMERCIAL LEASE AGREEMENT

REFERENCE #S OF DOCS ASSIGNED OR RELEASED: N/A

GRANTOR: WRM PROPERTIES, LLC

GRANTEE: MULTI AGENCY COMMUNICATIONS CENTER

LEGAL DESCRIPTION: A portion of Farm Unit 4, Irrigation Block 741, lying in a portion of the South Half of Section 17 Township 20 Range 23 East, W.M., Grant County, Washington

APN: 21-1895-000

MEMORANDUM OF COMMERCIAL LEASE AGREEMENT

This Memorandum of Commercial Lease Agreement is entered into on this 21st day of March, 2014 between **WRM Properties, LLC**, a Washington limited liability company, with its principal offices located at 22770 Road 9 NW, Quincy, WA 98848 ("**Lessor**"), and **Multi Agency Communications Center**, an Interlocal Agency formed under RCW Ch. 39.34, with its principal offices located at 6500 32nd Avenue NE, Suite 911, Moses Lake, Washington 98837 ("**Lessee**").

Lessor and Lessee entered into a Commercial Lease Agreement dated on or about August 6, 1998, as amended by "Addendum A", dated August 11, 1998, and as further amended by "Addendum B", dated October 19, 2005, and as last amended by that certain First Amendment to Commercial Lease Agreement with an Effective Date of the 1st day of April, 2014 (collectively, the "Agreement"), for the purpose of installing, operating and maintaining a radio communications facility and other improvements on a portion of Lessor's Property described below. The portion of the Property leased to Lessee is defined as the "Premises." All of the foregoing is set forth in the Agreement.

The Agreement has an Initial Term of five (5) years commencing on April 1, 2014, with provisions for three (3) additional five (5) year Renewal Terms and ending on the last day of the third (3rd) Renewal Term unless earlier terminated.

The Property is legally described as: A portion of Farm Unit 4, Irrigation Block 741, lying in a portion of the South Half of Section 17 Township 20 Range 23 East, W.M., Grant County, Washington", and is further described and depicted on **Exhibit A** attached hereto; however, the Agreement does not permit Lessee to

use or occupy, nor does Lessee have any interest in, the Property except for that portion thereof defined as the "Premises."

The Address of the Premises is: 22532 Road 9 NW, Quincy, Grant County, WA, and further described and depicted on **Exhibit B** attached hereto.

The duplicate and original copies of the Commercial Lease Agreement are held at the Lessor's and Lessee's addresses set forth above.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Commercial Lease Agreement as of the day and year first above written and may be executed in duplicate counterparts, each of which shall be deemed original.

LESSOR:

LESSEE:

WRM PROPERTIES, LLC

**MULTI AGENCY COMMUNICATIONS
CENTER**

By: W Morgan

By: Jackie A Jones

Print Name: **WARREN MORGAN**

Print Name: **JACKIE A. JONES**

Its: **MEMBER**

Its: **DIRECTOR**

Date: 4-10-2014

Date: 032114

[NOTARY ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

NOTARY BLOCK – WRM PROPERTIES, LLC

STATE OF WASHINGTON)
) SS.
COUNTY OF GRANT)

I certify that I know or have satisfactory evidence that **WARREN MORGAN** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the **MEMBER** of **WRM PROPERTIES, LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: April 10, 2014



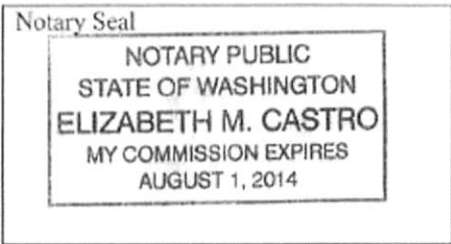
Brian Kuest
(Signature of Notary)
Brian Kuest
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires: 8-7-14

NOTARY BLOCK – MULTI AGENCY COMMUNICATIONS CENTER

STATE OF WASHINGTON)
) SS.
COUNTY OF GRANT)

I certify that I know or have satisfactory evidence that **JACKIE A. JONES** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the **DIRECTOR** of **MULTI AGENCY COMMUNICATIONS CENTER** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3/21/14



Elizabeth M Castro
(Signature of Notary)
Elizabeth M. Castro
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires: Aug 1, 2014

EXHIBIT A

PROPERTY DESCRIPTION

The Property is Grant County APN 21-1895-000 with a street address of 22532 Road 9 NW, Quincy, WA, with a legal description of "A portion of Farm Unit 4, Irrigation Block 741, Lying in a portion of the South Half of Section 17 Township 20 Range 23 East, W.M., Grant County, Washington"

Parcel#:	211895000
Land Use Code:	83 - Resource - Agriculture Current Use
Situs:	22532 NW RD 9
Map Number:	
Status:	
Description:	WDU 4 BLK 741 LS TX# 9054, E20' IN E1/2SW, W1/2SE 17 20 23
Comment:	

Grant County APN 21-1895-000 is further depicted in the drawing below:



EXHIBIT B

PREMISES DESCRIPTION

Lessee's Premises and access thereto upon the Property are described below as shown on a survey recorded with Grant County, Washington as Assessor File Number ("AFN") 1217669.

Description of Lessee's Premises:

LEGAL DESCRIPTION FOR EASMENT 2:

AN EASEMENT LYING IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 23 EAST, W.M., GRANT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A USBR BRASS CAP MONUMENT MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 17, SAID MONUMENT BEARS NORTH 86°39'00" WEST, 2648.74 FEET FROM A USBR BRASS CAP MONUMENT MARKING THE SOUTHEAST QUARTER OF SAID SECTION 17, THENCE NORTH 38°10'30" EAST, 1447.62 FEET TO A ONE-HALF INCH SURVEYOR'S PIN AND CAP AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 73°44'08" WEST, 100.00 FEET TO A ONE-HALF INCH SURVEYOR'S PIN AND CAP; THENCE NORTH 18°18'52" WEST, 100.00 FEET TO A ONE-HALF INCH SURVEYOR'S PIN AND CAP; THENCE NORTH 73°44'08" EAST, 100.00 FEET TO A ONE-HALF INCH SURVEYOR'S PIN AND CAP; THENCE SOUTH 16°15'52" EAST, 100.00 FEET TO THE TRUE POINT OF BEGINNING.

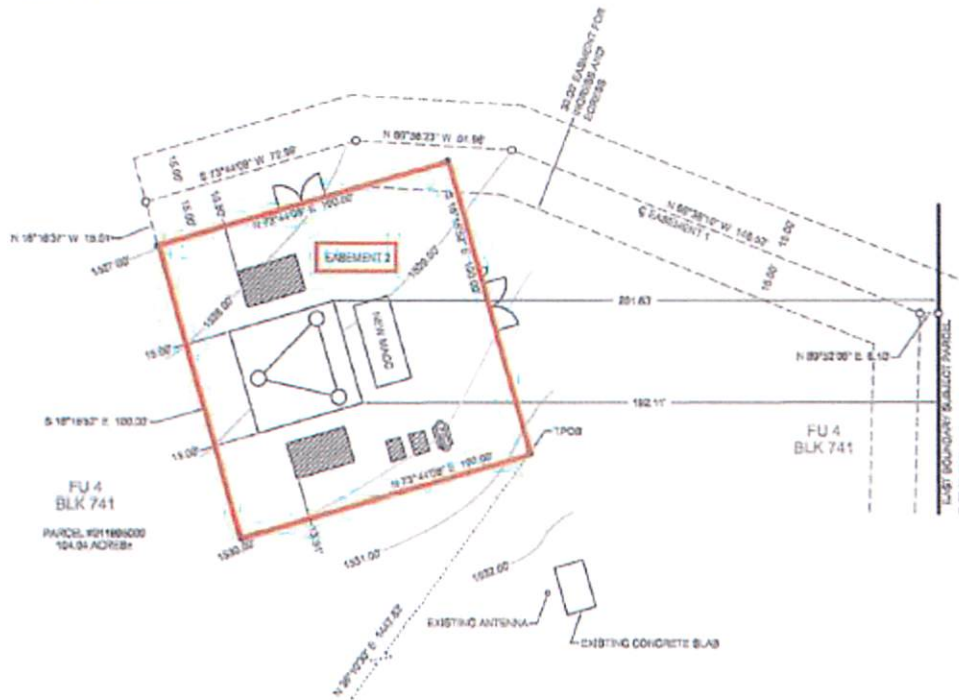


EXHIBIT B (CONTINUED)

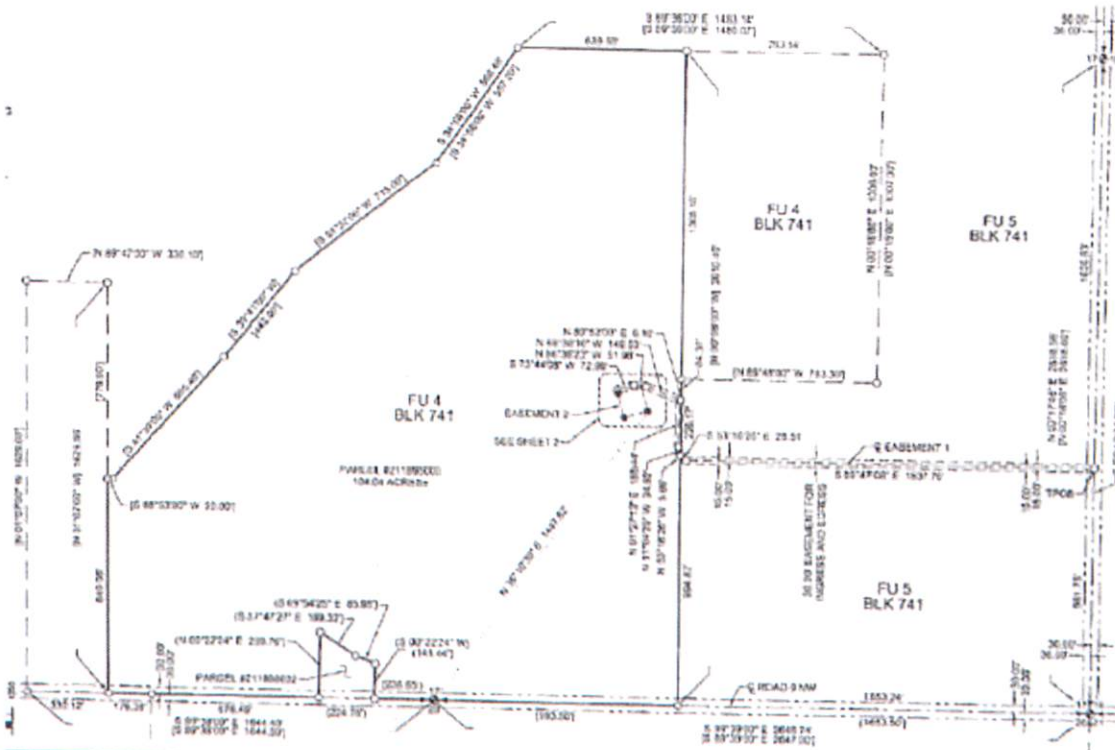
PREMISES DESCRIPTION

Description of Lessee's Access to the Premises:

LEGAL DESCRIPTION FOR EASEMENT 1:

AN EASEMENT FOR INGRESS AND EGRESS LYING IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 23 EAST, W.M., GRANT COUNTY, WASHINGTON, BEING A STRIP OF LAND 30.00 FEET IN WIDTH, LYING ADJACENT TO, PARALLEL WITH AND 15.00 FEET PERPENDICULARLY DISTANT FROM AND ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE AND ITS PROJECTION.

BEGINNING AT A USBR BRASS CAP MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 17, SAID MONUMENT BEARS SOUTH 89°39'00" EAST, 2646.74 FEET FROM A USBR BRASS CAP MONUMENT MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 17; THENCE NORTH 00°17'48" EAST, FOLLOWING THE EAST BOUNDARY OF SAID SOUTHEAST QUARTER OF SAID SECTION 17, A DISTANCE 991.75 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE; THENCE NORTH 89°47'08" WEST, 1637.76 FEET; THENCE NORTH 53°16'26" WEST, 34.37 FEET; THENCE NORTH 11°04'29" WEST, 34.92 FEET; THENCE NORTH 81°27'13" EAST, 188.44 FEET; THENCE NORTH 58°38'10" WEST, 146.53 FEET; THENCE NORTH 86°36'23" WEST, 51.96 FEET; THENCE SOUTH 73°44'08" WEST, 72.88 FEET TO THE TERMINUS OF SAID CENTERLINE.



Contract ID: 430-3720D

**Attachment B
Network Service Agreement**

Contract ID: 430-3720A

Network Service Agreement

Contract ID: 430-3720A

Between

Multi Agency Communications Center

And

**Public Utility District No. 2 of Grant County,
Washington**



Contract ID: 430-3720A

Network Service Agreement

This Network Service Agreement ("Agreement"), Contract ID: 430-3720A, is entered into this 11th day of December 2013 ("Effective Date") between Multi Agency Communications Center, with its principal offices located at 6500 32nd Avenue NE, Suite 911, Moses Lake, Washington 98837 ("MACC"), and Public Utility District No. 2 of Grant County, Washington, with its principal offices at 30 C St. SW, Ephrata, WA 98823 ("PUD"). MACC and PUD are at times herein collectively referred to as "Parties" or individually as the "Party."

RECITALS

WHEREAS, the Parties have entered into, or in the future may enter into, subleases or sublicenses regarding PUD's occupancy and use of MACC's wireless communications tower sites at the locations set forth on Exhibit A – Tower Sites (each a "Tower Site" or collectively, the "Tower Sites") as such agreements may be modified, amended, or renewed from time to time; and

WHEREAS, MACC currently provides T1 Services (as defined below) to PUD, and shall continue to provide such T1 Services as described herein as a distinct and separate service from any services provided under the Tower Agreements; and

WHEREAS, the Parties previously entered into a "Telecommunications Use of Facilities Agreement" on or about September 18, 2000, that expired on September 17th, 2010, and the Parties wish to enter into this Agreement pursuant to the terms and conditions herein to provide for PUD's connection to T1 Services provided by MACC.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby incorporate each of the foregoing recitals into the terms of this Agreement by this reference and hereby agree to be bound to the following terms and conditions.

1. **Definitions.** This Network Service Agreement and all exhibits attached hereto shall use the following definitions:

"Demarcation Point" is the respective RJ-45 jack of the DS1 jack field supplied by MACC for use by PUD at each Tower Site and at MACC HQ where MACC's protected network facilities end, through which PUD may connect T1 Service to the PUD Equipment.

"Law" shall be defined as all applicable laws, including but not limited to, policies, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or that may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating Hazardous Substances.)

"MACC HQ" refers to the property upon which MACC's main office is located, with an address of 6500 32nd Avenue NE, Suite 911, Moses Lake, Washington 98837.

"PUD Equipment" is any personal property that is installed, built, constructed and/or placed at or upon the Tower Sites or at or upon MACC HQ by PUD.

Contract ID: 430-3720A

"T1 Service" is the data transfer system provided by MACC to PUD that allows for the transfer of electronic signals to and from the locations specified on Exhibit A at a maximum data rate of 1.544 megabits per second. Service may be provisioned over microwave, copper, fiber, or other means, at MACC's discretion, provided that any change in provisioning does not materially reduce the data transfer rate.

"Tower Agreements" are the agreements currently in effect between the Parties governing the occupancy and use of the PUD Equipment at the MACC Tower Sites. The Tower Agreements may be referred to herein individually as a **"Tower Agreement"**, or collectively as **"Tower Agreements"**.

2. Description of Service at Tower Site(s).

- a. MACC will provide T1 Service between the Demarcation Points at the Tower Sites and MACC HQ (as shown on Exhibit B – T1 Service Diagram), and MACC shall maintain and repair, at no expense to PUD, all MACC facilities and MACC equipment up and to and including the Demarcation Point unless:
 - i. the maintenance or repair is required for reasons other than normal wear and tear; or
 - ii. PUD requests that the maintenance or repair be conducted outside of normal business hours; or
 - iii. the maintenance or repair is required due to actions or negligence of PUD, its representatives, contractors, agents, or invitees.
- b. PUD shall maintain all PUD Equipment and shall not disturb, access, or attempt to access any equipment owned or service provided by MACC beyond that which is specifically licensed to PUD, to include, without limitation, service or equipment beyond the Demarcation Point.
- c. T1 Services may be used for the provision of lawful wireless communications services and for no other purpose. MACC shall provide T1 Service up to the Demarcation Points between the locations specified on Exhibit B.

3. Description of Service at MACC HQ.

- a. During the term of this Agreement, MACC will provide to PUD space for the PUD Equipment initially at the location shown on Exhibit C – PUD Equipment Space at MACC HQ. PUD expressly acknowledges and agrees that the PUD Equipment Space at MACC HQ may be relocated by MACC at any time, at MACC's sole discretion, with prior written notice to PUD. The use of PUD Equipment Space at MACC HQ is provided by MACC to PUD for storage of PUD Equipment only. PUD understands and acknowledges that PUD shall not have any leasehold or license interest in the real property upon which MACC HQ is situated.

- b. PUD shall be permitted to store at MACC HQ only that certain PUD Equipment required in connection with the services described and permitted under this Agreement. PUD shall have the right to store, operate, and maintain the PUD Equipment at and upon the location specifically shown on Exhibit C, as may be amended from time to time.
- c. PUD shall have access to the PUD Equipment Space at MACC HQ twenty-four (24) hours a day, seven (7) days a week, with twenty-four (24) hour advance notice to MACC by calling the phone number provided in Paragraph 19 below. In the event of an Emergency (as defined below) PUD shall not be required to provide advance notice for access, but shall provide notice to MACC as soon thereafter as reasonably practical.
- d. Only those employees, engineers, service technicians, contractors, subcontractors, agents, or persons under their direct supervision and control ("PUD's Authorized Personnel), that PUD shall have previously designated to MACC in writing as PUD's Authorized Personnel, shall be permitted to enter MACC HQ. PUD shall have full responsibility and liability for the safety and conduct of PUD's Authorized Personnel while at or upon any part of MACC HQ property. All work performed by or for PUD at MACC HQ shall be performed at PUD's expense by Authorized Personnel. Title to all PUD Equipment shall be held by PUD. All PUD Equipment shall remain PUD's personal property and are not fixtures. PUD has the right to remove or replace all PUD Equipment (with like-kind replacements) upon the PUD Equipment Space at MACC HQ from time to time at its sole expense; provided that PUD repairs any damage to the PUD Equipment Space caused by such installation, removal and/or replacement. PUD agrees that MACC shall bear no responsibility or liability for the conduct or safety of any of PUD's Authorized Personnel while on any part of the PUD Equipment Space.
- e. PUD agrees to install and operate PUD Equipment of the type and frequency that will not cause interference, electrical or physical, to any equipment of MACC or any other occupant at MACC HQ. In the event the PUD Equipment causes any interference, PUD will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, powering down the interfering PUD Equipment and only powering up the interfering PUD Equipment for intermittent testing until such interference is resolved. In the event PUD does not resolve the interference, or power down the interfering PUD Equipment within forty-eight (48) hours of receipt of MACC's notice of such interference, MACC shall have the right to any or all of the following options
 - i. terminate power to the interfering PUD Equipment.
 - ii. move the interfering PUD Equipment to such location as required to resolve any interference.
 - iii. disconnect any associated cabling as is required to resolve or relocate the interfering PUD Equipment.
- f. PUD shall not suffer or permit any lien to be filed against the MACC HQ property, PUD Equipment, or any part thereof, by reason of work, labor, services, supplies or materials requested, and/or claimed to have been requested by PUD; and if any such lien shall at

any time be so filed, PUD shall cause it to be canceled and discharged of record within thirty (30) calendar days after PUD's receipt of a notice of the filing thereof.

- g. Within ninety (90) calendar days of expiration or termination of this Agreement, regardless of the reason for termination ("Removal Period"), PUD shall restore the MACC HQ to its prior condition, normal wear and tear excepted, including the removal of all PUD Equipment. During the Removal Period, PUD shall be responsible for payment of all HQ Service Fees at the then-current rate until such removal and restoration is complete. In no case shall PUD be entitled to operate the Licensed Facilities, or receive or transmit therefrom, beyond the expiration or termination of this Agreement or during the Removal Period. In the event PUD does not cease operations of the PUD Equipment within forty-eight (48) hours of the expiration or termination of this Agreement, MACC shall have the right to terminate the operations of the PUD Equipment by using reasonable means including, but not limited to, terminating power to the PUD Equipment. If PUD fails to remove the PUD Equipment from MACC HQ within the Removal Period, all PUD Equipment shall be deemed abandoned and MACC may remove PUD Equipment using any method MACC deems reasonably necessary, and shall (i) secure storage from a commercial storage provider, or (ii) dispose of the PUD Equipment in any manner MACC deems reasonably necessary, or (iii) take possession of the PUD Equipment and such PUD Equipment will become the property of MACC. PUD shall bear all costs associated with the removal, storage and disposal of any abandoned PUD Equipment and shall reimburse MACC for any costs incurred by MACC for removing, storing or disposing such abandoned PUD Equipment, within thirty (30) calendar days of PUD's receipt of MACC's invoice. This Paragraph shall survive expiration or termination of this Agreement.
 - h. If the MACC HQ is damaged, destroyed, condemned or transferred in lieu of condemnation, MACC may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to PUD no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If MACC chooses not to terminate this Agreement, the HQ Service Fee shall be reduced or abated in proportion to the actual reduction or abatement of use of PUD Equipment Space at MACC HQ.
4. **Effective Date.** This Agreement shall be effective as of the Effective Date above.
5. **Term.** The initial term of this Agreement shall be for five (5) years, and shall commence on the Effective Date, and shall expire at midnight five (5) years from the Effective Date, and shall be subject to:
- a. **Extensions Term(s).** Provided that PUD is in good standing, and not in Breach or Default, this Agreement shall automatically extend for five (5) consecutive five (5) year terms unless either Party gives the other Party written notice of the intent to terminate this Agreement at least six (6) months prior to the end of the then current term. Each automatic extension shall commence immediately following the expiration of the prior term, and shall expire at midnight five (5) years from the commencement of such extension term.

6. **Month to Month Term(s).** After the expiration of this Agreement if a new agreement has not been entered into, or if this Agreement has not been extended, this Agreement will continue automatically on a month-to-month basis, on the same terms and conditions hereunder, unless a Party provides sixty (60) days notice to the other Party in writing of its desire to terminate this Agreement.
7. **Service Fee.** The Service Fees under this Agreement shall be as follows:
- a. For the first (1st) year of this Agreement, PUD shall pay to MACC for the first (1st) T1 Service at each Tower Site the sum of Six Thousand Dollars (\$6,000⁰⁰/₁₀₀) per year, ("Service Fee").
 - b. For the first (1st) year of this Agreement, PUD shall pay MACC for the PUD Equipment at MACC HQ the sum of Four Thousand Dollars (\$4,000⁰⁰/₁₀₀) per year ("HQ Service Fee").
 - c. All Service Fees and the HQ Service Fee for the initial year of this Agreement shall be paid within thirty (30) calendar days of the Effective Date. The Service Fees for all locations operating under this Agreement, as amended from time to time, along with the HQ Service Fee, shall be paid together in one payment.
 - i. In the event that PUD obtains an additional T1 Service at an individual Tower Site, the Service Fee for each additional T1 Service shall be one-half (1/2) of the then-current Service Fee for the first (1st) T1 Service. Each additional T1 Service Fee will escalate in the same manner set forth in Paragraph 7(c)(ii) below.
 - ii. **Increases.** Beginning with the second (2nd) year of the Agreement, and every year thereafter, the annual Service Fee for each individual T1 Service and the HQ Service Fee shall increase on the anniversary of the Effective Date by four percent (4%) over the preceding year's rate. All annual Service Fees and the HQ Service Fee shall be paid in advance, due and payable on each anniversary of the Effective Date in one payment.
 - d. **Other Fees and Costs.**
 - i. For each T1 Service added to a Tower Site not listed on Exhibit A as of the Effective Date, the Service Fee specified in Paragraph 7(a) shall be increased by the then-current amount paid for a first (1st) T1 Service. If more than one T1 Service is added to a new individual Tower Site, the Service Fee specified in Paragraph 7(c)(i) shall also apply.
 - 1. The Service Fee for each new T1 Service(s) shall be due and payable within thirty (30) days of PUD's receipt of MACC's invoice therefor, partial years prorated, and annually thereafter in accordance with Paragraph 7(c).
 - ii. In the event MACC is required to provide personnel for diagnostic or troubleshooting T1 Services at the Tower Sites or at MACC HQ, PUD shall pay a service charge equal to Eighty-Five Dollars (\$85.⁰⁰/₁₀₀) per person supplied by

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MACC to such Tower Site (or MACC HQ) as required, per hour. The hourly rate charged by MACC for on-site diagnostic or troubleshooting T1 Services at the Tower Sites (or MACC HQ) may be increased if necessary by MACC, to be determined in MACC's sole discretion. Notice of such increase must be sent to PUD at least ten (10) business days prior to any work being charged at the increased rate.

- iii. PUD shall reimburse to MACC all fees assessed by or owed to others, paid by MACC, for PUD's use of T1 Service including, without limitation, assessments, taxes, utility fees, and installation costs, to the extent that fees of other charges are directly attributable to PUD's use (or equitable proration thereof) of the Tower Sites or MACC HQ.
- e. All amounts due under this Agreement shall be due and payable in full within thirty (30) calendar days from PUD's receipt of MACC's invoice unless otherwise specified herein. All Service Fees, including the HQ Service Fee, due under this Agreement and all other fees owed by PUD to MACC shall be marked clearly as "PUD T1 Service Fee", and made to MACC at:

Multi Agency Communications Center
6500 32nd Ave NE
Suite 911
Moses Lake, WA 98837

- i. This address may be changed from time to time by delivery of proper notice to PUD of such other person, firm, or place as MACC may designate in writing at least thirty (30) calendar days in advance of any Service Fee or other payment due date.
 - ii. Any payment made late by PUD to MACC shall be considered a Breach of this Agreement, and shall be subject to a penalty of the lesser of (i) one percent (1%) per month, or (ii) the highest rate permitted by Law, for each month or portion of a month said payment is late. A payment shall be late if it is received by MACC on or after the fifteenth (15th) calendar day from which it was due.
8. **Assignment and Subletting.** PUD shall not assign any of its interests under this Agreement to any other party without prior written approval of MACC. PUD shall not sublicense or share the T1 Services, or any other services provided herein with any other party.
9. **Portability and Additions of Service.** PUD may change the service locations of the T1 Service or add additional T1 Service to MACC tower sites not currently served by this Agreement as specified below:
- a. PUD may change the location of all or part of the T1 Service to MACC tower sites not currently served by this Agreement so long as such relocation (i) is in accordance with the terms and conditions of the applicable tower agreement, (ii) PUD only relocates PUD Equipment, and (iii) capacity for such relocated T1 Service is available, or can reasonably be made available in the sole discretion of MACC.

- b. PUD may request additional T1 Service from MACC for the Tower Sites, MACC HQ, and for MACC tower sites not currently served by this Agreement so long as such addition (i) is in accordance with the terms and conditions of the applicable tower agreement, (ii) the Service Fees for new T1 Service shall be increased as specified in Paragraph 7, and (iii) capacity for any new T1 Service is available, or can reasonably be made available in the sole discretion of MACC.
 - i. For new T1 Service to be installed at locations not shown on **Exhibit A – Tower Sites**, MACC shall order such equipment as may be necessary for the installation of the T1 Service to be provided, and PUD shall reimburse to MACC the full cost of such equipment and reasonable administrative and installation fees, all of which shall be due and payable within thirty (30) calendar days of PUD's receipt of MACC's invoice therefor. It is expressly understood that any equipment purchased and installed for PUD's use under this Paragraph may be used by PUD, but shall remain the personal property of MACC.
- c. In any such relocation or addition of T1 Service, PUD will pay all costs for installation and other charges for any such relocation or installation of T1 Service, and the Parties agree to execute an amendment to this Agreement to modify the Exhibits to this Agreement to reflect such changes.

10. **Subordination and Non-Disturbance.** The terms of this Agreement shall be subject to and subordinate to each respective Tower Agreement. This Agreement shall run concurrent with the respective Tower Agreements, and any termination or expiration of any one or more Tower Agreements shall immediately terminate the respective service provided under this Agreement.

Any conflict in terms between this Agreement and the Tower Agreement shall be interpreted by the Tower Agreement, if applicable.

11. **Interruption to Service.** In the event of an interruption in T1 Service to any or all of the Tower Site(s) or at MACC HQ, and such interruption continues for a period of fifteen (15) consecutive calendar days, such interruption may be considered a breach under this Agreement.

It is also understood and agreed by the Parties that in the event MACC requires the T1 capacity provided to PUD for Emergency services, and only in the case of an Emergency, MACC may temporarily reclaim any or all of the T1 Services, so long as it is returned to PUD immediately upon termination of such Emergency. "Emergency" is hereby defined as an event or set of circumstances that demands immediate action to preserve public health, protect life, prevent destruction of property, or to provide relief to the local community overtaken by such occurrences.

12. **Insurance.** PUD, along with its Authorized Personnel, shall maintain commercial general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of Two Million and No/100 Dollars (\$2,000,000). PUD shall provide MACC with evidence of such insurance in the form of a certificate of insurance prior to obtaining occupancy of the Tower Sites or MACC HQ and throughout the term of this Agreement. MACC, its officials, officers, employees, and agents shall be designated as additional insured parties.

Any required insurance coverage shall be obtained from an insurance provider authorized to do business in the State of Washington and shall be rated "A" or better in the most current publication of Best's Financial Strength Rating Guide. PUD shall provide MACC with thirty (30) calendar days' prior written notice of any change, modification, or cancellation in coverage, along with a current certificate of insurance, if applicable.

13. **Disclaimer Of Warranties.** MACC DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY MACC, ITS AFFILIATES, AGENTS, OR CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY. PUD ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE T1 SERVICE. THE PARTIES UNDERSTAND AND AGREE THAT THE T1 SERVICE IS PROVIDED BY MACC TO PUD AS A CONVENIENCE. MACC SHALL USE ITS BEST EFFORTS TO PROVIDE T1 SERVICE AS DESCRIBED HEREIN. NOTWITHSTANDING ANYTHING TO THE CONTRARY, MACC SHALL NOT BE HELD LIABLE FOR ANY LOSSES OR DAMAGES, REAL OR CONSEQUENTIAL, OR FOR ANY LOSS OR FAILURE OF SERVICE THAT MAY OCCUR IN CONNECTION WITH PUD'S USE OF THE T1 SERVICE, AND IN NO CASE SHALL MACC BE REQUIRED TO RETURN ALL OR ANY PORTION OF THE SERVICE FEES.
14. **Limitation of Liability.** NEITHER PARTY, ITS AFFILIATES OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER RELATING TO THE SERVICES OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED. PUD'S EXCLUSIVE REMEDIES FOR ALL CLAIMS RELATED TO THIS AGREEMENT AND THE SERVICES PROVIDED HEREUNDER WILL BE LIMITED TO: THOSE REMEDIES SET FORTH IN PARAGRAPH 16 - TERMINATION. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO A PARTY'S INDEMNIFICATION OBLIGATIONS OR PUD'S PAYMENT OBLIGATION FOR CHARGES UNDER THIS AGREEMENT (E.G., T1 SERVICE FEES OR OTHER CHARGES, LATE FEES, TAXES, INTEREST, AND INSTALLATION CHARGES).
15. **Indemnification.** PUD will defend and indemnify MACC, its affiliates, agents, and contractors against all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees and costs, arising from or related to the use, of the T1 Service by PUD or End Users. "End Users" means PUD's members, end users, customers, or any other third parties who use or access the T1 Service. Further, PUD will defend and indemnify MACC, its affiliates, agents, and contractors against all claims, liabilities, costs, and expenses, including reasonable attorneys' fees and costs, arising from or related to PUD's occupancy on, or activities at, any of the Tower Sites and MACC HQ, or that of PUD's Authorized Personnel.
16. **Termination.** Unless otherwise provided herein, this Agreement or the services provided hereunder may be terminated in whole or in part, without any penalty of further liability, as follows:
 - a. **Termination of Individual T1 Service by Either Party.** Unless otherwise provided here in, individual T1 Service may be discontinued, without any penalty or further liability, as follows:

- i. Either Party may discontinue individual T1 Service at any or all of the T-1 Locations by giving sixty (60) calendar days written notice to the other Party of that Party's intent to terminate service, and the locations at which service shall be terminated. Upon such termination, the Service Fees due on the following annual anniversary of the Effective Date shall be reduced by the amount then due under this Agreement for an individual T1 Service.
 - ii. In the event of expiration or termination of an individual Tower Agreement, the T1 Service at the applicable Tower Site under this Agreement shall automatically terminate. Upon such termination, the Service Fees due on the following annual anniversary of the Effective Date shall be reduced by the amount then due under this Agreement for an individual T1 Service.
 - iii. In the event PUD (i) ceases use of an individual T1 Service, or (ii) removes all equipment from a Tower Site or from MACC HQ for a period greater than sixty (60) days, MACC may, in its sole discretion, deem such T1 Service abandoned, and MACC shall have no further obligation to provide such T1 Service to PUD at that Tower Site or MACC HQ.
- b. **Termination of Agreement.** Unless otherwise provided herein, this Agreement may be terminated, without any penalty or further liability, as follows:
- i. By either Party upon sixty (60) calendar days written notice to the other Party.
 - ii. Immediately upon delivery of written notice by MACC in the event PUD fails to pay the Service Fees, the HQ Service Fee, or any other fees and charges within the time frames contained herein.
 - iii. Automatically upon the expiration or termination of all applicable Tower Agreements.
 - iv. Immediately upon delivery of written notice by the non-breaching Party following the failure of the breaching Party to cure a breach of this Agreement within thirty (30) days of receiving written notice from the other Party of such breach, provided that the breaching Party shall have such extended period as may be required beyond thirty (30) calendar days if the nature of the cure is such that it reasonably requires more than thirty (30) calendar days and the breaching Party commences the cure within thirty (30) calendar days of its receipt of written notice of such breach (as specified herein) and thereafter continuously and diligently pursues the cure to completion.
- c. **Financial Obligations Upon Termination.** PUD shall remain liable for all Service Fees, the HQ Service Fee, and all other fees, costs and charges accrued but unpaid as of the termination date of any individual T1 Service or of this Agreement. Unless otherwise previously agreed to in writing, MACC shall retain all prepaid Service Fees and the HQ Service Fee (if applicable), regardless of the date of termination.

17. Confidentiality. Except as provided herein and as otherwise required by applicable Law, the Parties shall keep confidential the specific terms and provisions of this Agreement; provided, however, that nothing contained herein shall preclude either Party from disclosing the existence of this Agreement or describing generically the transactions contemplated hereby, specifically excluding, however, any financial terms of the Agreement except to the extent necessary to comply with applicable Law. In the event either Party is required by applicable Law to disclose any term of this Agreement, it shall promptly notify the other Party and the disclosing Party shall cooperate to obtain (to the extent practicable) confidential treatment for the information disclosed. Notwithstanding the foregoing, the Parties may be required to publicly disclose certain aspects of this transaction in accordance with applicable Law, and the Parties hereby consent to such disclosure.

18. Miscellaneous.

- a. Time is of the essence in each and every provision of this Agreement.
- b. The Parties warrant that each respectively holds and will maintain all required licenses and permits as may be required for the installation and operation of such services as are provided under this Agreement.
- c. MACC represents that as of the Effective Date, MACC is able to provide the T1 Services(s) to PUD under the licenses granted to MACC by the appropriate governing agencies including, without limitation, the Federal Communications Commission ("FCC"). In the event of a change in licensing guidelines, or should it be determined that MACC is in violation of any applicable license, guideline, mandate, statute, or Law, MACC may, at its sole discretion, either (i) immediately terminate the T1 Service at the location that is in violation upon which MACC shall be under no further obligation to provide T1 Service to such location; or (ii) immediately terminate this entire Agreement, upon which MACC shall be under no further obligation to provide T1 Service at any Tower Site. Notwithstanding the foregoing, MACC may, at MACC's sole discretion, appeal any decision with any governing agency which would restrict MACC's ability to provide T1 Service as contained herein prior to terminating T1 Service at a location or terminating this Agreement in entirety.
- d. In any litigation arising hereunder, each Party shall pay its own attorneys' fees and court costs, including appeals, if any. The Parties agree that the venue of any legal action brought under the terms of this Agreement shall be Grant County Superior Court. This Agreement shall be construed in accordance with the Laws of the State Washington.
- e. This Agreement constitutes the entire agreement and understanding of the Parties with reference to the subject matter contained herein, and supersedes all offers, negotiations, interlocal agreements or amendments, leases, licenses, and other agreements between the Parties with respect to the subject matter hereof. There is no representation or understanding of any kind not set forth herein. Any modifications or amendments to this Agreement must be in writing and executed by both Parties.

Contract ID: 430-3720A

- f. Nothing contained in this Agreement shall be construed to create a joint venture, partnership, tenancy-in-common, joint tenancy relationship, or any other type of relationship between PUD and MACC, except as specifically stated herein.
 - g. The Parties warrant and represent to each other that they have had representation by legal counsel or have had the opportunity to be represented by legal counsel during all stages in the negotiation of this Agreement. The Parties further agree that they have participated in the negotiating and drafting of this Agreement and stipulate that this Agreement shall not be construed more favorably with respect to either Party.
 - h. If any part of this Agreement is found to be invalid or unenforceable, such invalidity shall not affect the remaining terms of this Agreement, and the Agreement shall continue in full force and effect.
 - i. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement.
19. **Notices.** All notices hereunder must be in writing and shall be deemed validly given if (i) sent by certified mail, return receipt requested, in which case the notice shall be effective three (3) business days after mailing; or (ii) by a nationally recognized courier service that provides overnight delivery and provides verification of such delivery, in which case the notice shall be effective upon receipt, and addressed as follows (or to such alternate address as either Party may specify to the other, in writing, at least ten (10) business days prior to such notice being given):

To MACC:

Multi Agency Communications Center
Attn: Radio Communications Manager
6500 32nd Ave NE
Suite 911
Moses Lake, WA 98837
24 Hour Phone #: (509) 762-1160

with Copy to:

Katherine Kenison
Lemargie Kenison Wyman and Whitaker
POB 965
107 D Street NW
Ephrata, WA 98823

To PUD:

Public Utility District No. 2 of Grant
County, Washington
Attn: Trung Tran
30 C St. SW
P. O. Box 878
Ephrata, WA 98823

with Copy to:

Public Utility District No. 2 of
Grant County, WA
Attn: Leah Mauceri
Po Box 878
Ephrata, WA 98823

Contract ID: 430-3720A

IN WITNESS WHEREOF, Multi Agency Communications Center and Public Utility District No. 2 of Grant County, Washington have executed this Agreement, which shall be effective as of the Effective Date.

MACC:

PUD:

Multi Agency Communications Center

Public Utility District No. 2 of Grant County,
Washington

by: Jackie A Jones
Jackie A. Jones

by: Andrew Munro
Andrew Munro

its Director of MACC911

its Director of Customer Service

Date 12/11/13

Date 12-06-13

Multi Agency Communications Center
as to form only

by: _____

Katherine Kenison
its Attorney

Contract ID: 430-3720D

Contract ID: 430-3720A

Exhibit A
Tower Sites

Name	Address	Geographical Coordinates
Moses Lake	208 S Hamilton Rd	41.1284722, -119.2495
Coulee City	1884 Road 5 NE, Coulee City, WA 99115	47.68444, -119.346
Quincy	22532 Road 9 NW, Quincy, WA 98848	47.2215556, -119.968306
Wahatis	19387 Wahatis Peak Road SW, Royal City, WA 99326	46.806889, -119.55411

This Exhibit may be modified from time to time to accurately reflect the agreement between the Parties. Any modification to this Exhibit shall be done in writing by amendment to the Agreement, and shall be executed by both Parties.

Contract ID: 430-3720A

**Exhibit B
T1 Service Diagram**

MACC shall provide T1 Service to PUD as follows:

# T1 Circuits	From	To	#T1 Circuits	From	To
1	Coulee City	MACC HQ	1	Coulee City	Moses Lake
1	Quincy	MACC HQ	1	Quincy	Moses Lake
1	Wahatis	MACC HQ	1	Wahatis	Moses Lake

The drawing below represents the T1 Service as it connects the Tower Sites. The physical route of the T1 Service may not be accurately represented by this diagram, only the locations served.



This Exhibit may be modified from time to time to accurately reflect the agreement between the Parties. Any modification to this Exhibit shall be done in writing by amendment to the Agreement, and shall be executed by both Parties.

Exhibit C
PUD EQUIPMENT AT MACC HQ
(Page 1 of 2)

PUD's use of space at MACC HQ shall be limited as follows:

1. PUD shall have use of three (3) RU's of rack space together on one (1) server rack, such server rack to be provided by MACC. PUD may replace, modify, or upgrade the PUD Equipment at any time, so long as the replacement PUD Equipment fits within the space specified herein, and the power usage is reasonably similar to the PUD Equipment being replaced.
2. Licensee shall have shared access to such conduits, cable ladders, etc. as is reasonably necessary for the installation and operation of the Licensed Facilities, to be approved in writing by Licensor prior to installation or any modification.
3. The location of the PUD Equipment shall be as shown on page 2 of this Exhibit.

Attachment C
“Memorandum of Quincy Radio Site License Agreement”

(See Attached)

FILED AT THE REQUEST OF;
AFTER RECORDING, RETURN TO:

Multi Agency Communications Center
Attn: Radio Communications Manager
6500 32nd Ave NE, Suite 911
Moses Lake, WA 98837

DOCUMENT TITLE: MEMORANDUM OF QUINCY RADIO SITE LICENSE AGREEMENT

Contract ID: 430-3720D

REFERENCE #S OF DOCS ASSIGNED OR RELEASED: N/A

GRANTOR: MULTI AGENCY COMMUNICATIONS CENTER

GRANTEE: PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY, WASHINGTON

ABBREV. LEGAL DESCRIPTION: A portion of Farm Unit 4, Irrigation Block 741, lying in a portion of the S ½ of S17 T20 R23 E.W.M., Grant County, WA

APN: 21-1895-000

MEMORANDUM OF QUINCY RADIO SITE LICENSE AGREEMENT

This Memorandum of Quincy Radio Site License Agreement is entered into on this 29th day of May, 2014 between **Multi Agency Communications Center**, an Interlocal Agency formed under RCW Ch. 39.34, with its principal offices located at 6500 32nd Avenue NE, Suite 911, Moses Lake, Washington 98837 ("Licensor"), and **Public Utility District No. 2 of Grant County, Washington**, with its principal offices at 30 C St. SW, P. O. Box 878, Ephrata, WA 98823 ("Licensee").

Licensor and Licensee entered into a Quincy Radio Site License Agreement with an Effective Date of the 29th day of May 2014, for the purpose of installing, operating and maintaining a radio communications facility and other improvements on Premises leased by Licensor located on the Property described below. All of the foregoing is set forth in the Quincy Radio Site License Agreement.

The Quincy Radio Site License Agreement has an Initial Term of five (5) years commencing on the Effective Date with five (5) additional five (5) year Extension Terms and ending on the last day of the fifth (5th) Extension Term.

The Property is legally described as: A portion of Farm Unit 4, Irrigation Block 741, Lying in a portion of the South Half of Section 17 Township 20 Range 23 East, W.M., Grant County, Washington", and is further described and depicted on **Exhibit A** attached hereto.

The Address of the Premises is: 22532 Road 9 NW, Quincy, Grant County, WA, and further described and depicted on **Exhibit B** and **Exhibit B-1** attached hereto.

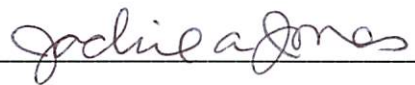
The portion of the Premises licensed to Licensee ("Licensed Facilities") consists of space within Licensor's existing building on the Premises and space on Licensor's Tower located on the Premises, all as defined and depicted in the Quincy Radio Site License Agreement. "

The duplicate and original copies of the Quincy Radio Site License Agreement are held at the Licensor's and Licensee's addresses set forth above.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Quincy Radio Site License Agreement as of the day and year first above written and may be executed in duplicate counterparts, each of which shall be deemed original.

Licensor:

Multi Agency Communications Center

By: 

Name: **Jackie A. Jones**

Its: **Director**

Date: 052914

Licensee:

**Public Utility District No. 2 of Grant County,
Washington**

By: 

Print Name: Andrew Munro

Its: Director of Customer Service

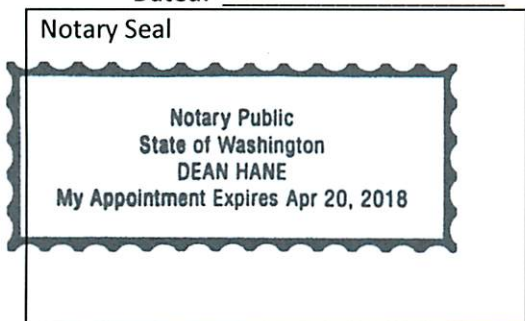
Date: 5/28/14

NOTARY BLOCK – Multi Agency Communications Center

STATE OF WASHINGTON)
) SS.
COUNTY OF GRANT)

I certify that I know or have satisfactory evidence that Jackie A. Jones is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Director of Multi Agency Communications Center, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Dean Hane

(Signature of Notary)
DEAN HANE

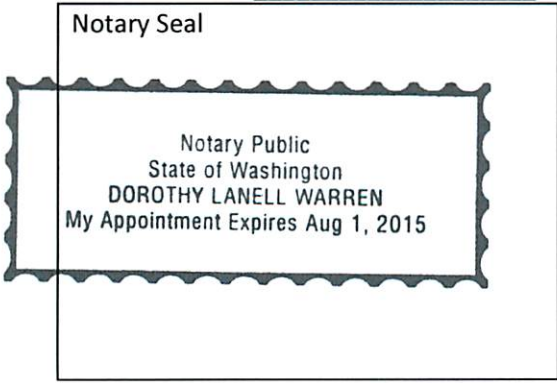
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires: 4/20/18

NOTARY BLOCK –Public Utility District No. 2 of Grant County, Washington

STATE OF WASHINGTON)
) SS.
COUNTY OF GRANT)

I certify that I know or have satisfactory evidence that Andrew Munro is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Director of Customer Service of Public Utility District No. 2 of Grant County, Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5/28/14



Dorothy Lanell Warren

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires: Aug 1, 2015

Exhibit A
Legal Description of Property

The Property is Grant County APN 21-1895-000 with a street address of 22532 Road 9 NW, Quincy, WA, with a legal description of "A portion of Farm Unit 4, Irrigation Block 741, Lying in a portion of the South Half of Section 17 Township 20 Range 23 East, W.M., Grant County, Washington"

Parcel#:	211895000
Land Use Code:	83 - Resource - Agriculture Current Use
Situs:	22532 NW RD 9
Map Number:	
Status:	
Description:	WDU 4 BLK 741 LS TX# 9054, E20' IN E1/2SW, W1/2SE 17 20 23
Comment:	

Grant County APN 21-1895-000 is further depicted in the drawing below: (not to scale)



**Exhibit B
Licensor Premises**

Licensor's Premises upon the Property are depicted below as shown on a survey recorded with Grant County, Washington as Assessor File Number ("AFN") 1217669 attached hereto as Exhibit B-1:

LEGAL DESCRIPTION FOR EASEMENT 2:

AN EASEMENT LYING IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 23 EAST, W.M., GRANT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A USBR BRASS CAP MONUMENT MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 17, SAID MONUMENT BEARS NORTH $89^{\circ}39'00''$ WEST, 2648.74 FEET FROM A USBR BRASS CAP MONUMENT MARKING THE SOUTHEAST QUARTER OF SAID SECTION 17, THENCE NORTH $38^{\circ}10'30''$ EAST, 1447.82 FEET TO A ONE-HALF INCH SURVEYOR'S PIN AND CAP AND THE TRUE POINT OF BEGINNING; THENCE SOUTH $73^{\circ}44'08''$ WEST, 100.00 FEET TO A ONE-HALF INCH SURVEYOR'S PIN AND CAP; THENCE NORTH $18^{\circ}15'52''$ WEST, 100.00 FEET TO A ONE-HALF INCH SURVEYOR'S PIN AND CAP; THENCE NORTH $73^{\circ}44'08''$ EAST, 100.00 FEET TO A ONE-HALF INCH SURVEYOR'S PIN AND CAP; THENCE SOUTH $16^{\circ}15'52''$ EAST, 100.00 FEET TO THE TRUE POINT OF BEGINNING.

