

# **Maynard Peak Tower Sublease**

**Between**

**JeffCom**

**And**

**Jefferson Transit Authority**

## MAYNARD PEAK TOWER SUBLEASE – JEFFERSON TRANSIT AUTHORITY

This Maynard Peak Sublease (hereinafter "Sublease") is effective as of the latter date signed below ("Effective Date"), by and between **JEFFCOM**, an interlocal administrative agency, with an office located at 81 Elkins Road, Port Hadlock, WA 98339 (hereinafter "Sublessor" or "JeffCom"), and **JEFFERSON TRANSIT AUTHORITY**, a Public Transportation Benefit Area (PTBA), with an office at 63 Four Corners Road, Port Townsend, WA 98368 (hereinafter "Sublessee"). The Sublessor and Sublessee are at times referred to as Parties or Party, collectively or individually.

**WHEREAS**, pursuant to the Prime Lease (as defined below), Sublessor holds an exclusive lease to a portion of that certain real property with a street address of 4303 Casselary Rd, Port Townsend, commonly known as Maynard Peak, as shown in Exhibit A upon which Sublessor owns and operates certain equipment and attachments including, but not limited to, an existing communications tower, fences, utilities and ancillary equipment, attachments and improvements thereto; and

**WHEREAS**, Sublessor desires to sublease to Sublessee, and Sublessee desires to sublease from Sublessor, certain space on the Tower (defined below) for the installation, operation and maintenance of Sublessee's Equipment (defined below), along with other rights and privileges ancillary to the use of such space and operations of Sublessee's Equipment located upon the Subleased Premises (defined below).

**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 Sublease by this reference and hereby agree to be bound to the following terms and conditions:

### Section 1: Definitions

"Authorization" is defined to mean Sublessee's use of the Easements solely for the purposes of ingress, egress, access, and parking. Sublessee shall have no more rights with respect to use of the Easements than is held in those Easements by Sublessor.

"Easements" are defined as those certain non-exclusive ingress, egress, parking, and access easements described and depicted on **Exhibit B-2 - Access Premises**, attached hereto and incorporated herein.

"Hazardous Substance" shall for this Sublease have the same definition as found in WAC 173-340-200.

"Law(s)" shall be defined as all applicable local, state and federal laws, including but not limited to guidelines, 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).

"Prime Lease" is that certain "**COMMUNICATION SITE LAND LEASE**" dated January 1, 2009, and as further amended by that certain "**LEASE AMENDMENT**" dated December 23, 2019, and as may be further amended in the future, by and between STATE OF WASHINGTON, DEPARTMENT OF NATURAL RESOURCES and JeffCom, successor-in-interest to JEFFERSON COUNTY COMMUNICATIONS, attached hereto as **Exhibit C- Prime Lease**.

"Property" is the real property known as Assessor's Parcel Nos. 902103001, being also known as Maynard Peak, as described in **Exhibit A - Legal Description**.

"Subleased Premises" is defined to include only that Interior Space defined and described in **Exhibit B - Interior Premises** and the Tower Space defined and described in **Exhibit B-1 - Tower Premises**, containing only that equipment described on **Exhibit B-2 - Tower Equipment**, all attached hereto and incorporated herein.

"Tower" shall mean the existing communications tower owned by the Sublessor at the Property, including any subsequently remodeled, renovated, replaced or repaired communications tower at the Property.



## Section 2: Tower Sublease

- 1) **Sublease.** Sublessor hereby subleases to Sublessee the Subleased Premises and grants Authorization for the use of the Easements.
- 2) **Incorporation of pre-existing rights.**
  - a) The Parties and this Sublease are subject to the terms and conditions of that certain "Interlocal Agreement Regarding Emergency Dispatching, Communications and Other Public Safety Services" which has an effective date of October 1, 2012 (hereinafter "Interlocal Agreement"). This Sublease shall prevail in the event of any conflict of terms or operation between the Interlocal Agreement and this Sublease.
  - b) The Parties and this Sublease are subject to the terms and conditions of the Prime Lease. The Prime Lease shall prevail in the event of any conflict of terms or operation between the Prime Lease and this Sublease. Sublessee shall provide Sublessor signed Technical Data Sheets of the type required by the Prime Lease. These shall be attached hereto as **Exhibit D – Technical Data Sheets**.
- 3) **Term.** Subject to the term of the Prime Lease, the term of this Sublease shall be for twenty (20) years (the "Term") commencing on the Effective Date and expiring at midnight on the last day of the Term.
  - a) **Holdover Terms.** If, upon expiration of the Term, an extension to this Sublease or a new lease has not been executed, and provided that Lessee is not in default of any provisions of this Lease, and if neither Party has delivered to the other a notice of their intention not to renew this Sublease, this Sublease shall automatically renew in one (1) year terms ("Holdover Term(s)") thereafter until terminated as provided herein. Sublessee shall continue to occupy the Subleased Premises in accordance with the terms and conditions of this Sublease during any Holdover Term. During any such Holdover Term, either Party may terminate this Sublease by delivering to the other Party a notice of intent to terminate the Sublease at least one hundred and twenty (120) days prior to the end of the then-current Holdover Term.
- 4) **Rent.** Subject to Section 3(c) below, the Rent for the first (1<sup>st</sup>) year of the Term shall be THREE THOUSAND SIX HUNDRED DOLLARS (\$3,600.00) per year ("Rent") to be paid within thirty (30) calendar days of the Effective Date.
  - a) **Escalation.** Beginning with the second (2<sup>nd</sup>) year of the Term, and every year thereafter, the Rent shall increase by three percent (3%) over the preceding year's Rent, to include any increase or decrease in Rent from added or removing equipment as specified in Section 3(c) below. Each annual Rent payment shall be paid in advance, due and payable on or before the anniversary of the Effective Date.
  - b) **Hold-Over.** If Sublessee holds over after the Term, the annual Rent shall increase by three percent (3%) over the Rent paid during the immediately preceding year, due and payable in advance, on or before the anniversary of the Effective Date, throughout the Holdover Term(s).
- 5) **Additional Payments.** Except in the case of amounts billed directly to Sublessee by a governmental authority other than Sublessor, any amounts paid by Sublessor on behalf of Sublessee that are directly attributable to Sublessee's use of the Subleased Premises under this Sublease ("Additional Payment(s)") shall be reimbursed by Sublessee to Sublessor. Additional Payment(s) shall include that portion, if any, of any fee or other assessment directly attributable to Sublessee's use of the Subleased Premises including, but not limited to: (i) Sublessee's pro rata share of any governmental assessments directly attributable to the Subleased Premises or Sublessee's Equipment, (ii) any municipal application review fee or antenna installation fee relating to Sublessee's use of the Subleased Premises, (iii) any sales or use taxes that are assessed or due by reason of the Rent or Additional Payment(s), and (iv) any fees or charges required by the Property owner under the terms of the Prime Lease related to Sublessee's use of the Property. In

connection with any claim for Additional Payment(s), Sublessor must deliver to Sublessee written evidence, including all reasonable supporting documentation requested by Sublessee, to demonstrate that the Additional Payment(s) claimed falls within this Section. Upon receipt of such documentation, Sublessee shall have ten (10) business days to reject the documentation; otherwise the documentation shall be automatically accepted. Upon acceptance, the Additional Payment(s) shall be due within 30 days.

- a) Sublessee shall have the right, at its sole option and expense, to appeal, challenge or seek modification of any such assessment or billing for which Sublessee is wholly or partly responsible for payment. Sublessor, at no additional fee to Sublessee, shall reasonably cooperate with Sublessee in filing, prosecuting, and perfecting any appeal or challenge to any assessment. In the event that, as a result of any appeal or challenge by Sublessee, there is a reduction, credit or repayment received by Sublessor for any Additional Payment previously paid by Sublessee, Sublessor agrees to promptly reimburse Sublessee its pro rata share of the reduction, credit or repayment.

- 6) **Payment Address and Method of Payment.** Rent and any Additional Payment(s) are to be clearly identified as "JTA Maynard Peak Sublease Payment(s)" and mailed to:

JeffCom  
Attn: Executive Director  
81 Elkins Road  
Port Hadlock, WA 98339

Sublessor may change the payee and payee address by providing sixty (60) days' prior written notice to Sublessee.

- 7) **Use of Subleased Premises.** Subject to the terms and conditions of this Sublease, Sublessee shall use the Subleased Premises as follows:

- a) **Use of Subleased Premises.** Sublessee shall use the Subleased Premises for maintaining, repairing, installing, and operating a communications facility and uses incidental thereto, and for no other purpose. Sublessee shall be permitted to transmit at its full FCC-licensed power, subject to the provisions of Section 13 - Interference below.
- b) **Use of Easements.** Sublessee has Authorization to use the Easements solely for the purposes of ingress, egress, access, and parking and shall have no more rights with respect to use of the Easements than are contained in the Prime Lease.
- c) **Utilities.** Sublessee shall have the right to use Sublessor's electrical power within the existing shelter.
- d) **Authorized Personnel.** Only those employees, engineers, service technicians, contractors, subcontractors, agents, or persons under their direct supervision and control, whom Sublessee shall have previously designated to Sublessor in writing as Sublessee's authorized personnel, shall be permitted to enter the Subleased Premises. Sublessee shall have full responsibility and liability for the safety and conduct of Sublessee's authorized personnel while on any part of the Subleased Premises. All work performed by or for Sublessee within the Subleased Premises shall be performed at Sublessee's expense by authorized personnel. Sublessee agrees that Sublessor shall bear no responsibility or liability for the conduct or safety of any of Sublessee's authorized personnel while on any part of the Subleased Premises. Sublessor reserves the right to (i) require background and drug screening checks on any person accessing the Premises and/or Property on behalf of Sublessee, to be performed by Sublessee at Sublessee's sole cost and expense, and (ii) to prevent access to any party, such determination to be made in Sublessor's sole discretion.
- e) **Government Approvals.** It is understood and agreed that Sublessee's ability to use the Subleased Premises pursuant to this Sublease is contingent upon Sublessee obtaining or maintaining after the Effective Date of this Sublease all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as



satisfactory geotechnical reports, including but not limited to soil borings reports and structural analyses that will permit Sublessee the new or continued use of the Subleased Premises as set forth above. Sublessor shall cooperate with Sublessee in its effort to obtain such approvals and shall take no action that would adversely affect: (i) the status of the Tower with respect to the proposed use thereof by Sublessee, and (ii) Sublessee's Authorization with respect to use of the Easement(s) seven (7) days a week, ~~twenty-four~~twenty-four (24) hours a day over and across the Property.

- f) **Relocation of Sublessee's Equipment.** Upon request by Sublessor, and within ninety (90) calendar days of such request, Sublessee shall relocate Sublessee's Equipment then located upon Subleased Premises to another location, at Sublessee's sole cost and expense, if Sublessor deems such relocation necessary or appropriate to accommodate the equipment of Sublessor, or other tenants, or if such relocation is necessitated due to work contemplated to be undertaken upon the Subleased Premises by Sublessor. Sublessor will make reasonable efforts to provide a location which does not materially impair the quality of Sublessee's communications service or operations at the Subleased Premises.
- g) **Modifications.** Sublessee may replace its equipment at any time so long as the replacements to Sublessee's Equipment are (i) like-for-like, (defined as having the same dimensions, weight, and wind loading), and (ii) located on the same location on the Subleased Premises, and (iii) the power usage is reasonably similar to the Sublessee's Equipment being replaced. Except for such like-for-like replacements, Licensee may not replace, improve, upgrade or make additions to the Tower Premises or increase the Interior Premises (each, a "Modification") without Licensor's prior written approval. Sublessor may condition its approval, in whole or in part, on the payment of additional Rent. Any Modification shall be documented by an Amendment to this Sublease.

8) **Assignment and Subletting.**

- a) Sublessee may only wholly assign this Sublease to Sublessee's principal, or a wholly-owned subsidiary of its principal, or to any entity that acquires all or substantially all of Sublessee's assets by reason of a merger, acquisition or other business reorganization, provided that such assignee assumes all of Sublessee's obligations hereunder and only utilizes this Sublease as permitted herein. Sublessor may assign its interest in the Tower and this Sublease upon written notice to Sublessee. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, Sublessee shall not assign this Sublease to any for-profit entity.
- b) Except as specified in Section 7(a), this Sublease may not be assigned or transferred by Sublessee to any other party without the prior written consent of Sublessor, which consent may be withheld, delayed, conditioned or denied, in Sublessor's sole discretion.
- c) Sublessee may not sublet or sublicense all or any portion of the Subleased Premises nor allow any portion of the Subleased Premises to be used by another party without the prior written consent of Sublessor, which consent may be withheld, delayed, conditioned or denied, in Sublessor's sole discretion.

9) **Maintenance.** Sublessee shall be responsible, whether owned, licensed or installed by Sublessee now or in the future, for (i) all maintenance of Sublessee's Equipment and any subsublessee(s) equipment as may be modified or upgraded from time to time, and (ii) compliance with all Governmental Approvals including but not limited to all permits, local, state and federal, and FAA and FCC requirements, said maintenance to be regularly accomplished, in accordance with industry standards and to include prompt removal of known or obvious hazards.

- a) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, should Sublessor determine in Sublessor's sole discretion that Sublessee has failed to maintain the Subleased Premises as required herein, or Sublessor's use thereof has caused or threatens to cause harm to persons or property, Sublessor shall provide notice to Sublessee of such harm or threats (the "Damage Notice")



by telephone to Sublessee's General Manager (360)385-4777 ext. 107 and by email to Custserv@jeffersontransit.com, and Sublessee shall (i) submit to Sublessor a plan for resolving such harm or threats thereof ("Damage Plan") within thirty (30) calendar days of receipt of Sublessor's initial notice, and (ii) within thirty (30) calendar days of receipt of Sublessor's approval of the Damage Plan, Sublessee shall complete such maintenance or repair necessary to eliminate any such harm or threats. Should Sublessor not approve a Damage Plan, Sublessor shall advise Sublessee of the defects in the Damage Plan, and Sublessee shall resubmit Sublessee's revised Damage Plan within ten (10) calendar days of receipt of Sublessor's subsequent notice of same. Should Sublessee (i) fail to submit a Damage Plan within thirty (30) calendar days of receipt of Sublessor's Damage Notice, (ii) fail to receive Sublessor's approval of a Damage Plan within thirty (30) calendar days of receipt of Sublessor's advising of defects in the initial Damage Plan, or (iii) fail to complete such maintenance or repairs to Sublessor's satisfaction within thirty (30) calendar days following receipt of Sublessor's approval of the Damage Plan, Sublessor shall have the right, but not the obligation, to perform or cause to be performed the necessary maintenance or repair at Sublessee's sole cost and expense. NOTWITHSTANDING THE FOREGOING, in the event that Sublessor determines, in Sublessor's sole discretion, that harm or damage to persons or property may result from Sublessee's use of, or Sublessee's failure to maintain the Subleased Premises, without diminishing Sublessee's indemnity obligations herein, Sublessor may, without obligation, immediately perform or cause to be performed the necessary maintenance or repair of any portion of the Property, including the Subleased Premises. In such events, Sublessor shall invoice Sublessee for the reasonable costs of said maintenance or repair as soon as reasonably practicable thereafter and Sublessee shall reimburse to Licensor for the cost of the same within thirty (30) calendar days of its receipt of an invoice for said maintenance or repair. Sublessor's right hereunder shall be in addition to any and all other rights afforded Sublessor in this Agreement.

- b) In the event Sublessor determines, in Sublessor's sole discretion, that maintenance is required to the Tower, and such maintenance requires the relocation of all or a portion of Sublessee's equipment on the Tower, Sublessor shall provide notice of the affected Sublessee equipment needing to be relocated (the "Affected Equipment") no less than thirty (30) calendar days prior to commencing such maintenance. Sublessee shall relocate the Affected Equipment prior to the date in Sublessor's notice. Sublessee may provide a request to Sublessor for the use of a temporary location on the Tower to which the Affected Equipment may be temporarily relocated, provided that (i) such request may be approved, conditioned, or denied in Sublessor's sole discretion, and (ii) Sublessor's approval is obtained prior to the maintenance commencement date set forth in Sublessor's notice.
- 10) **Ownership of Equipment.** All of Sublessee's Equipment, trade fixtures, trade equipment and utilities installed by Sublessee, if any, for its purposes, whether or not attached to the Subleased Premises, will remain the property of Sublessee and Sublessee shall have the right to remove the same at any time and from time to time during the Term or any Holdover Term of this Sublease, or at the expiration or prior termination thereof. Furthermore, Sublessor shall have no right or claim to any insurance proceeds payable on account of damage to or destruction of any of Sublessee's Equipment and personal property of Sublessee. The Authorization for use of the Easements granted to Sublessee under this Sublease shall only continue during the Removal Period (defined below), and only as necessary for Sublessee to remove Sublessee's Equipment and personal property from the Subleased Premises.
- 11) **Successors and Assigns.** This Sublease shall run with the Property and Easements. This Sublease shall be binding upon and inure to the benefit of the Parties, their respective successors, personal representatives and assigns, and subsublessee(s).
- 12) **Subordination.** This Sublease is and shall be subordinate to the Prime Lease, and all mortgages which may now or hereafter be secured upon the Property, Easements or the Subleased Premises and to any and



all renewals, modifications, consolidations, replacements and extensions thereof.

- 13) **Waiver of Sublessor's Lien.** Sublessor hereby waives any and all lien rights it may have statutory or otherwise, concerning Sublessee's Equipment and personal property on the Subleased Premises, or any portion thereof, which shall be deemed personal property for the purposes of this Sublease, regardless of whether or not same is deemed real or personal property under applicable Laws, and Sublessee shall have the right to remove all or any portion of same from time to time in Sublessee's sole discretion and without notice to Sublessor and without Sublessor's consent.
- 14) **Interference.** The Parties agree that Sublessor's current or future tenants on the Tower, 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 Sublessee's Equipment or that of Sublessee's subsublessees. The Parties agree that Sublessee, and/or any of Sublessee's current or future assignees or subsublessees having equipment or facilities on the Tower will be permitted to install only such equipment that is of the type and frequency that will not cause harmful interference to Sublessor's Equipment on the Tower or the then-existing equipment of other Tenants. Any equipment which causes interference with Sublessor's equipment shall immediately power down upon notice by Sublessor to Sublessee and shall only be powered for testing with prior notice to Sublessor. If such interference with Sublessor's equipment cannot be resolved within 30 days, the interfering equipment shall be removed. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Section, and therefore Sublessor and Sublessee shall have the right to all legal and equitable remedies, such as, without limitation, injunctive relief and specific performance.
- 15) **Termination.** Except as otherwise provided in this Sublease, and in addition to other termination rights contained in this Sublease, this Sublease may be terminated, without any penalty or further liability, as follows: (i) by Sublessee upon sixty (60) days prior written notice if it is unable to obtain or maintain any license, permit or other approval necessary to the operation of Sublessee's Equipment or the Subleased Premises; or (ii) by Sublessee upon twelve (12) months' prior written notice if Sublessee determines, in its sole discretion, that the Subleased Premises are no longer suitable for its purposes for any reason. In the event of early termination described in this Section, Sublessee shall not be entitled to a refund of any prepaid Rent.
- 16) **Default** In the event of a Default (defined below), the non-defaulting Party shall give the defaulting Party written notice of such Default in the manner set forth within Section 27 - Notices below. The occurrence of any one or more of the following events by either Party constitutes a "Default" of this Sublease:
- a) The failure of Sublessee to pay the Rent, Additional Payments, or any other amount due under this Sublease when such payment is due.
  - b) The failure of Sublessee, its agent(s), subcontractor(s) or employee(s) to perform or observe any provision of this Sublease.
  - c) The misrepresentation by either Party in any of the representations or warranties contained herein.
  - d) The failure of either Party to comply with the covenants, terms, conditions, and provisions of this Sublease.
- 17) **Curing a Default.** After written notice of a Default is deemed validly given, as set forth within Section 27 - Notices below, the defaulting Party shall have fifteen (15) calendar days in which to cure any monetary Default, and thirty (30) calendar days to cure any non-monetary Default. The defaulting Party shall have such extended period as may be required beyond thirty (30) calendar days for a non-monetary default, provided that the nature of the cure is such that it reasonably requires more than thirty (30) calendar days, subject to the following requirements:
- a) The defaulting Party commences the cure within thirty (30) calendar days of its receipt of written notice of such Default; and

- b) The defaulting Party delivers to the non-defaulting Party, in writing, and the non-defaulting Party accepts, in writing, an acceptable cure to such Default (as specified herein); and
- c) The defaulting Party thereafter continuously and diligently pursues the cure to completion.

In no case shall the cure period for any Default be extended beyond ninety (90) calendar days, unless agreed upon in writing by the non-defaulting Party.

**18) Remedies for Failure to Cure a Default.**

- a) **Sublessor's Remedies.** In the event of a Default by Sublessee which has not been cured within the timeframes above, Sublessor may, but shall not be required to, pursue all or any of the following remedies:
  - i. Terminate this Sublease without further liability, subject to the provisions of this Sublease.
  - ii. Make any payment or take any action required of Sublessee herein to comply with any term, covenant or condition required hereunder to be performed by Sublessee, including obtaining reasonably required insurance policies.
  - iii. Pursue any other rights and remedies available herein and at Law or in equity, subject to the provisions of this Sublease.
- b) **Sublessee's Remedies.** In the event of a Default by Sublessor which has not been cured within the timeframes above, Sublessee may, but shall not be required to, pursue all or any of the following remedies:
  - i. Terminate this Sublease without further liability, subject to the provisions of this Sublease.
  - ii. Pursue any other rights and remedies available at Law or in equity, subject to the provisions of this Sublease, and
- c) 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.
- d) In the event that the non-defaulting Party fails to exercise its rights under this Sublease within sixty (60) 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.
- e) If, following the applicable cure period, the non-defaulting Party remedies the Default, the Default will be deemed cured and 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 within fifteen (15) calendar days with interest thereon from the date of payment at the lesser of (i) two percent (2%) per month, or (ii) the highest rate permitted by Law.
- f) At all times during the Term or any Holdover Term of this Sublease, including while either Party is in Default, all undisputed amounts owed under this Sublease, including the Rent and Additional Payments, 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 Sublease 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 Default be deemed to be a waiver of any subsequent Default. A waiver shall not be effective unless it is in writing and signed by the non-defaulting Party.

- 19) **Removal of Communications Facility upon Termination.** Following any termination or expiration of this Sublease, Sublessee shall remove all of Sublessee's Equipment and personal property from the Subleased Premises. In performing such removal, Sublessee shall restore the Subleased Premises to the condition that existed as of the Effective Date, reasonable wear and tear excepted. If Sublessee fails to remove Sublessee's Equipment and personal property within sixty (60) calendar days after expiration or earlier termination of this Sublease ("Removal Period"), Sublessor may remove and dispose of Sublessee's Equipment and personal property using any means deemed necessary by Sublessor without any liability or recourse for damages, and Sublessee shall reimburse Sublessor for the reasonable costs of such removal and restoration of the Subleased Premises upon Sublessor's demand therefor. Moreover, at Sublessor's option, if Sublessee fails to remove Sublessee's Equipment and personal property within the Removal Period, Sublessor may deem Sublessee's Equipment and personal property abandoned in which event Sublessee's Equipment and personal property shall become Sublessor's property. Sublessee shall not be permitted to operate Sublessee's Equipment during the Removal Period. During the Removal Period, and until such time as the Sublessee's Equipment is removed and the Subleased Premises and Property are restored as required herein, Rent shall be owed by Sublessee pursuant to Section 4 of this Sublease, with any partial month prorated.
- 20) **Insurance.** Unless otherwise mutually agreed to by the Parties: Sublessee and its subslessee(s) shall provide and carry the following insurance or equivalent thereto:
- a) Sublessee shall carry liability and property financial protection insurance covering its use of the Subleased Premises and Easements. Sublessee may satisfy this requirement through the Washington Counties Risk Pool, a self-insured municipal risk pool ("WCRP"). Sublessee or its insurer will notify the Sublessor in writing not less than thirty (30) days in advance of any cancellation in coverage thereof. At a minimum, Sublessee shall obtain Commercial General Liability Insurance including but not limited to, personal injury, broad form property damage, independent contractor, products/completed operations with limits not less than \$2,000,000 per occurrence and \$5,000,000 in the aggregate.
  - b) Sublessee shall furnish the Sublessor with certificates of insurance ("COI") prior to any work by Sublessee at the Property covering Sublessee's Use of the Subleased Premises and/or Easements as allowed by Section 6 – Use of Subleased Premises and Easements. Prior to commencing any testing, installation, repair or maintenance work on the Subleased Premises and/or Easements, Sublessee shall ensure that its subslessee(s), contractors and/or subcontractors will provide Sublessor with a COI evidencing the required insurance coverage.
  - c) The Sublessee shall, within thirty (30) calendar days of the Effective Date of this Sublease, and annually thereafter, provide the Sublessor with a true and complete copy of the self-insurance liability policy provided to it by the WCRP. Sublessee confirms here that the self-insurance liability policy provided to it by the WCRP is occurrence based.
  - d) The Sublessee shall maintain worker's compensation coverage as required under the Washington State Industrial Insurance Act, Title 51 RCW for all Sublessor's employees, agents, representatives and subcontractors who are eligible for such coverage under Title 51 RCW.
  - e) The insurance Sublessee is required to obtain and maintain pursuant to this Sublease shall not in any manner limit or qualify the liabilities or obligations of the Sublessee under this Sublease. Nor shall it cap any liability of the Sublessee if an injured third party is awarded costs, fees, including attorney's fees or other monetary damages due to an act or omission of the Sublessee.
  - f) The insurance Sublessee is required to obtain and maintain pursuant to this Sublease shall provide primary coverage. Any third-party liability coverage provided to the Sublessor shall be non-contributory to the insurance policies Sublessee must obtain and maintain.



- g) Sublessee agrees to waive subrogation with respect to each policy of insurance it must obtain and maintain pursuant to this Sublease.
- 21) **Destruction of Subleased Premises.** If the Property or the Subleased Premises are destroyed or damaged so as, in Sublessee's reasonable judgment, to hinder the effective use of the Tower or the Subleased Premises, Sublessee may elect to terminate this Sublease as of the date of the damage or destruction by notifying Sublessor not more than forty-five (45) days following the date of damage or destruction. In such event, all rights and obligations of the Parties shall cease as of the date of the damage or destruction, except those that survive this Sublease, and Sublessee shall be entitled to the reimbursement of any Rent and Additional Payment(s) prepaid by Sublessee. In the event Sublessee elects not to terminate this Sublease and Sublessor elects to restore the Subleased Premises, the Rent and other recurring payments, if any, due and payable from Sublessee to Sublessor under this Sublease shall equitably abate during the period of such restoration in proportion to the reduction of services Sublessee is able to provide from the Subleased Premises until fully restored.
- 22) **Condemnation.** If a condemning authority provides notice that it intends to take all of the Subleased Premises, or a portion sufficient, in Sublessee's determination, to render the Subleased Premises unsuitable for the use that Sublessee was then making of the Subleased Premises, Sublessee shall have the right, at its sole discretion, to terminate this Sublease, upon written notice to Sublessor. In the event Sublessee terminates the Sublease pursuant to this Section, the Sublease shall terminate on the earlier to occur of (i) the date of Sublessor's receipt of Sublessee's termination notice pursuant to this Section provided that all of Sublessee's equipment has been removed; or (ii) as of the date the title vests in the condemning authority. Sale of all or part of the Subleased 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. If the condemning authority is Sublessee, then Sublessee must provide Sublessor with no less than one (1) year's prior written notice of its intent to take the Subleased Premises in whole or in part.
- 23) **Hold Harmless.** 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 Property, the Tower, the Subleased Premises, the 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 gross negligence or willful misconduct of the indemnified Party and/or any of its contractors, subcontractors, agents, employees or invitees.
- 24) **Title and Quiet Enjoyment.** Sublessor warrants that it has full right, power, and authority to execute this Sublease and holds an exclusive right to the Subleased Premises, and non-exclusive rights to the Easements. Provided that Sublessee is in not in default of any provisions of this Sublease, Sublessor warrants that Sublessee shall have the quiet enjoyment of the Subleased Premises pursuant to this Sublease during the Term of this Sublease or any Holdover Term or renewal thereof. To Sublessor's best knowledge, without duty to investigate, there is no known license, decree, regulation, order, easement, lien restriction, or other encumbrance that would adversely affect or prevent the use of the Subleased Premises by Sublessee as set forth herein.
- a) Sublessee has the right to obtain a title report or commitment for a title policy from a title insurance company of its choice. If, in the opinion of Sublessee, such title report shows any defects of title or any liens or encumbrances, that may adversely affect Sublessee's use of the Subleased Premises or Sublessee's ability to obtain financing, Sublessee shall provide notice to Sublessor of such defect or encumbrance, and Sublessor shall have sixty (60) calendar days, or any term agreed upon by the parties, to remedy the defect of title. If Sublessor is unable or unwilling to correct the defects or encumbrance, Sublessee shall have the right to terminate this Sublease upon sixty (60) calendar days written notice to Sublessor.
- b) Sublessee will hold Sublessor harmless from and indemnify Sublessor against and from any damage, loss, expenses or liability resulting from a Hazardous Substance (as defined herein) generated, stored,



- l) Nothing contained in this Sublease shall be construed to create a joint venture, partnership, tenancy-in-common, joint tenancy relationship, or any other type of relationship between Sublessee and Sublessor.
- m) No officer, official, employee, representative or employee of the Sublessee shall be considered an employee of the Sublessor and no officer, official, employee, representative or employee of the Sublessor shall be considered an employee of the Sublessee.

27) **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 verification of delivery, or attempted delivery, in which case 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 Sublessor:**

JeffCom  
Attn: Executive Director  
81 Elkins Road  
Port Hadlock, WA 98339

**To Sublessee:**

Jefferson Transit Authority  
Attn: General Manager  
63 Four Corners Road  
Port Townsend, WA 98368

**with Copy to:**

Joseph F. Quinn, Attorney at Law  
20 Forest Glen Lane SW  
Lakewood, WA 98498-5306  
Office Tel.: 253 858-3226  
Cell: 253 576-3232  
[joequinn@firehouselawyer.com](mailto:joequinn@firehouselawyer.com)

**with Copy to:**

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

EXHIBIT A	LEGAL DESCRIPTION OF PROPERTY
EXHIBIT B	INTERIOR PREMISES
EXHIBIT B-1	TOWER PREMISES
EXHIBIT B-2	ACCESS PREMISES
EXHIBIT C	PRIME LEASE
EXHIBIT D	WA DNR TECHNICAL DATA SHEET

IN WITNESS WHEREOF, Sublessor and Sublessee have executed this Sublease as of the Effective Date.

Sublessor:

JEFFCOM

by: Stephen H. Hight Date: 6/4/2021

its: Executive Director

Sublessee:

JEFFERSON TRANSIT AUTHORITY

by: Jammi R. Ricketts Date: 5.27.21

its: General Manager

[NOTARY ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGES]

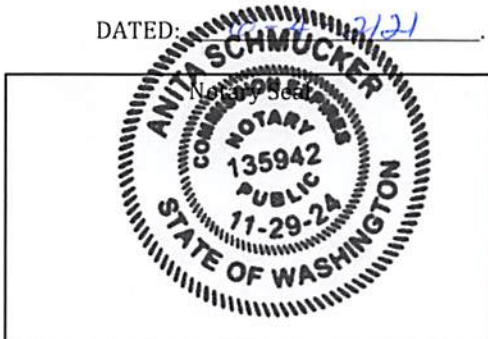


NOTARY BLOCK – JEFFCOM

STATE OF WASHINGTON       )  
  )  
COUNTY OF JEFFERSON    )       SS.

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

DATED: 7/21



Anita Schmucker  
(Signature of Notary)  
ANITA M SCHMUCKER

Notary Public in and for the State of Washington  
My appointment expires: 11-29-2024

NOTARY BLOCK – Jefferson Transit Authority

STATE OF WASHINGTON       )  
  )  
COUNTY OF JEFFERSON    )       SS.

I certify that I know or have satisfactory evidence that TAMMI RUBERT is the person who appeared before me, and he acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of Jefferson Transit Authority, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5/27/2021



Deborah L Palmer  
(Signature of Notary)  
DEBORAH L PALMER

Notary Public in and for the State of Washington  
My appointment expires: 11/12/2024

STATE OF WASHINGTON  
COUNTY OF KING  
I, the undersigned, being a duly qualified Notary Public for the State of Washington, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of the County of King, State of Washington.



*[Signature]*  
Anita Schumucker  
Notary Public  
State of Washington

STATE OF WASHINGTON  
COUNTY OF KING  
I, the undersigned, being a duly qualified Notary Public for the State of Washington, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of the County of King, State of Washington.



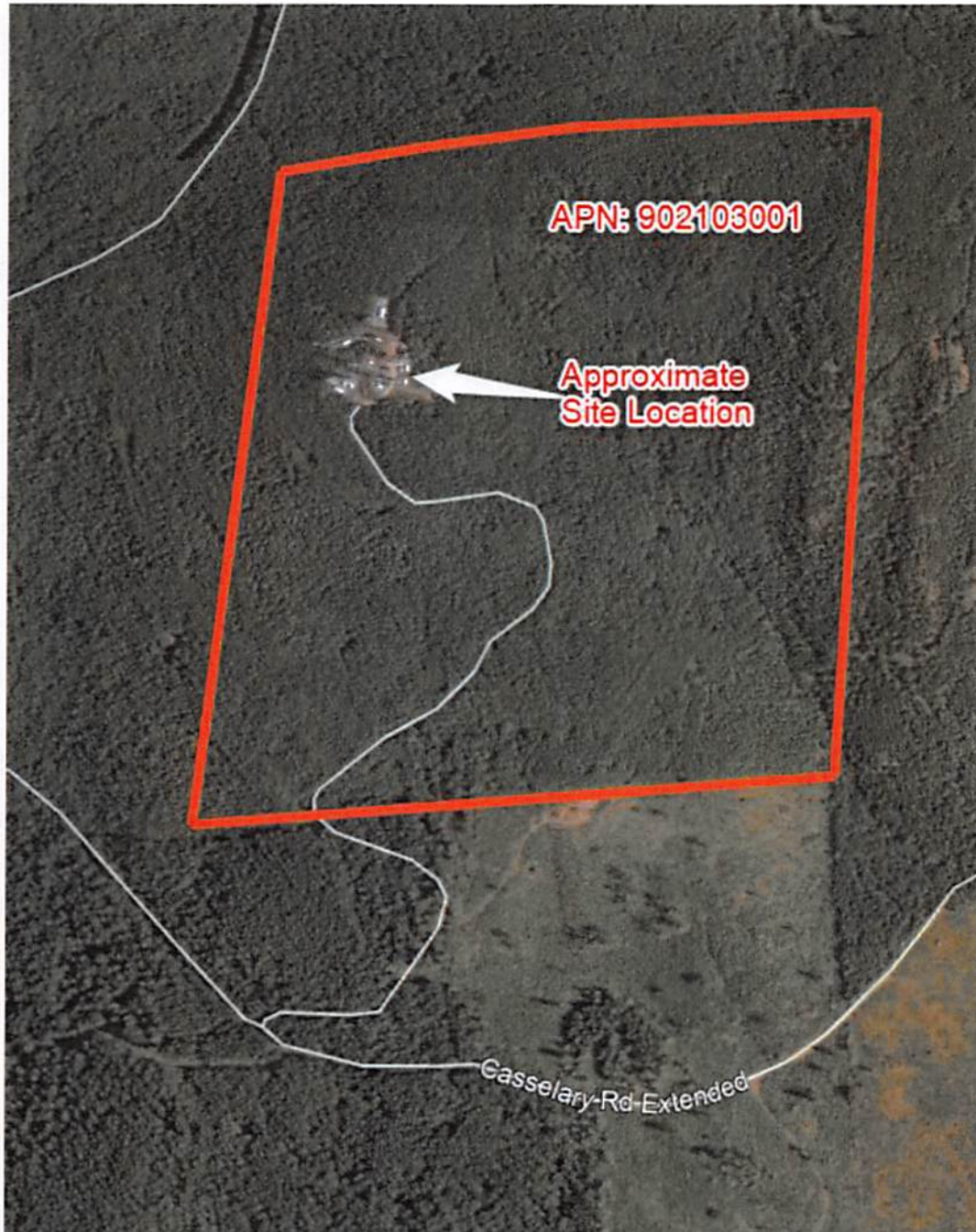
*[Signature]*  
Deborah J. Palmer  
Notary Public  
State of Washington



EXHIBIT A - LEGAL DESCRIPTION

Abbreviated Legal Description: S10 T29 R2W SW1/4 (LS TAX 1)

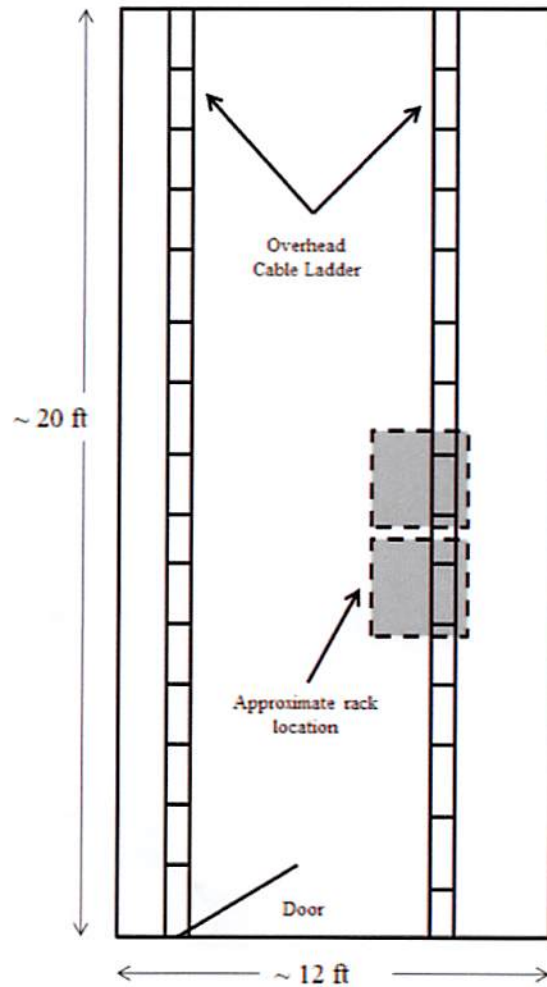
The Property is further depicted in the image below (not to scale):



## EXHIBIT B – INTERIOR PREMISES

**Subleased Premises:** includes the 16 rack units in the upper portion of the existing rack labeled #6, depicted below.

*(Drawing below not to scale)*





### EXHIBIT B-1 – TOWER PREMISES

Sublessee's Equipment permitted upon the Tower (collectively, the "Tower Space"):

#### Antennas

<u>Item #</u>	<u>Qty.</u>	<u>Antenna Type</u>	<u>Dimensions</u>	<u>Mount Location</u>	<u>Approximate Mount Level</u>
1	1	Omni	56" L x 2.375" diam	SW Leg	80'

#### Cabling

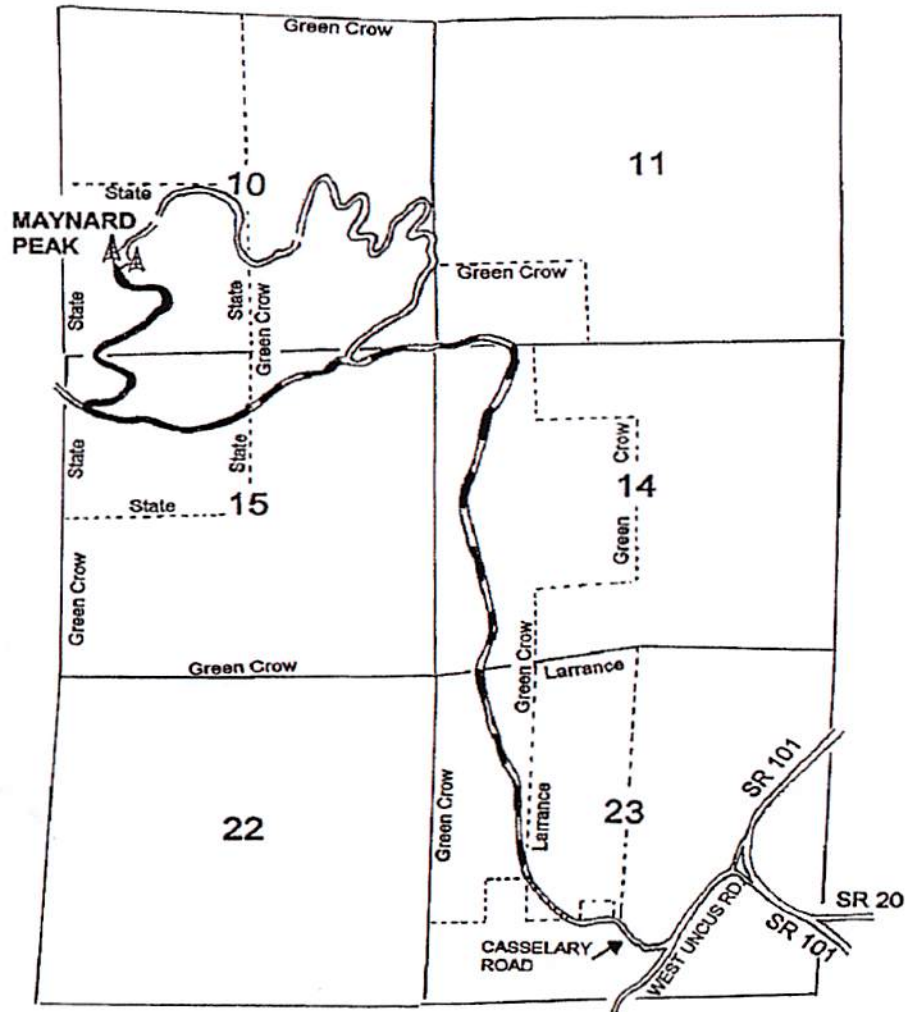
<u>Item #</u>	<u>Qty.</u>	<u>Type</u>	<u>Size</u>	<u>Approximate Height</u>
1	1	Coax	1-5/8"	80'

## EXHIBIT B-2 – ACCESS PREMISES

Sublessor grants to Sublessee Authorization to use the following non-exclusive Easements:

**Easement for ingress and egress:** An Easement for ingress and egress, along the route depicted below. Access to the Subleased Premises shall not be blocked at any time.

MAP OF ACCESS TO SITE



Access under State ownership  
Access under Cavenham deed reservation  
Access under Brown easement





**EXHIBIT C - PRIME LEASE  
(See Attached)**



WASHINGTON STATE DEPARTMENT OF  
**Natural Resources**  
Doug Sutherland - Commissioner of Public Lands

**COMMUNICATION SITE LAND LEASE**

**Agreement No. 52-083923**

**Lessee's Reference: Maynard Lease**

BY THIS LEASE between the STATE OF WASHINGTON, Department of Natural Resources, hereinafter called the "State", and JEFFERSON COUNTY COMMUNICATIONS, hereinafter called the "Lessee", State grants to Lessee a lease for a communication site at the Jefferson County Communications Site at the **Maynard Peak** Communication Site located in Jefferson County, Washington, hereinafter referred to as Premises. The legal survey plat and legal description of the site are attached as "Exhibit A".

This lease is subject to any and all easements, rights of way, or leases of record with State or county including but not limited to such rights described in "Exhibit B".

**SECTION 1 OCCUPANCY**

**1.01 Term.** The term of this lease is for ten (10) years. The lease shall be made effective on January 1, 2009, (Commencement Date) and end on **December 31, 2018** (Termination Date).

**1.02 Non-Default Termination.** This lease is subject to termination by State upon three hundred and sixty (360) days written notice to Lessee that State desires to change the use of the land or to exchange or sell the land. In the event State terminates the lease as authorized in this subsection, rent shall be prorated to the date of termination.



**1.03 Warranty of Quiet Enjoyment.** State makes no warranty of quiet enjoyment of Premises.

**1.04 No Warranty of Non-interference.** State will provide no interference protection during the term of this lease.

**1.05 Condition of Premises.** Lessee has had an opportunity to inspect Premises and enters into this lease solely in reliance on Lessee's own examination and not by reason of any representation by State. Premises are accepted in its present condition "AS IS WHERE IS". No reliance shall be placed on any opinion, material, or information provided by or through State, and Lessee does so at its own risk, cost and expense.

## **SECTION 2 USE OF SITE**

**2.01 Permitted Use.** The non-exclusive use of Premises shall be to construct, install, maintain, repair, operate and manage a communication site and electronic equipment as described in approved technical data sheet(s), attached as "Exhibit C". All development shall be in accordance with Lessee's development plan as approved in writing by State, per Exhibit I. Lessee hereby promises to develop Premises in the manner and according to the schedule set forth in the development plan, which is a material inducement to State to enter this lease. Failure to develop Premises as provided in an approved development plan shall be a material breach of this agreement.

### **2.02 Reservation by State.**

1. Inspection. Lessee shall permit State and its agents to enter Premises and any improvements thereon at all reasonable times for the purpose of inspecting the installations, equipment or units, provided that, except in case of an emergency, State shall provide Lessee at least twenty-one (21) calendar days prior written notice to enable Lessee to arrange to accompany State to protect the integrity of its equipment. This clause shall not be construed to impose a duty to inspect.

2. Compatible Uses. State reserves for itself, its successors and assigns, the right at all times for any purpose to cross and recross Premises at any place or grade, to grant easements/licenses over or leases to Premises, to sell, lease, or otherwise dispose of minerals, coal, oil, timber, gas, or other valuable materials from Premises insofar as such uses are compatible with Lessee's operation. Such reserved rights shall be exercised in a manner that does not unreasonably interfere with Lessee's operation.

## **SECTION 3 PAYMENT**

**3.01 Payment.** Payments made hereunder will be as follows:

1. Rent. Rent is based on a combination of rent for the land and rent related to equipment used by Lessee or authorized sublessees. Based on the initial development plan and equipment present, Lessee shall pay in advance the rent of [REDACTED] for the period of January 1, 2009 to December 31, 2009, and [REDACTED] annually on January 1st thereafter for the remaining term of this lease subject to adjustment as set forth in Sections 3 - 3.02. and 4 - 4.09. Lessee shall also pay in arrears [REDACTED] for each sublessee radio unit present on site, subject to adjustment as set forth in Sections 3 - 3.02. and 4 - 4.09. A radio unit is defined as one transceiver or one transmitter. A receiver alone counts as ½ of a unit.

2. Leasehold Tax. Should a leasehold tax be imposed on this Agreement or any interest therein, Lessee shall pay to State, the leasehold tax as set forth in RCW Chapter 82.29A - Leasehold Excise Tax as may be amended. The tax shall be due and payable at the same time the rental charged herein is due and payable. Lessee may be assessed leasehold tax directly from the Washington State Department of Revenue. In this instance, Lessee must submit to State a written request, with supporting documentation from the Washington State Department of Revenue, to end leasehold tax billing.

3. Road Use Fee. Lessee shall pay in advance the required road use fee of \$150.00 for the period of January 1, 2009 to December 31, 2009, and \$150.00 annually on January 1<sup>st</sup> thereafter for the remaining term of this lease subject to adjustment as set forth in Section 3 - 3.02. Lessee shall also pay in arrears, the required road use fee of \$100.00 for each sublessee, subject to adjustment as set forth in Section 3 - 3.02.

### **3.02 Adjustment.**

1. Periodic Adjustment.

a. Rent Adjustment. On January 1, 2014 (Adjustment Date), a new annual rent will be established to be effective as of the Adjustment Date. Failure on the part of State to establish a new annual rent by the Adjustment Date shall not preclude State from doing so then or thereafter, and the adjusted rent shall be retroactive to the Adjustment Date, unless otherwise provided by State. At State's option, the new annual rent will be established using one of the following two methods of adjustments:

(1) For electronic equipment covered by the State's "Communication Program Rent Schedule", the Lessee's or Sublessee's rent will be adjusted based on said State's "Communication Program Rent Schedule" in effect at the Adjustment Date. At a minimum, the Rent Schedule will be adjusted annually on July 1 based on an annual 3% increase or the preceding calendar year's "Consumer Price Index, All Urban Consumers, US City Average," (CPI) whichever is higher. In the event the CPI ceases to be published, State may substitute such other comparable cost of living index as then may be in publication by a comparable governmental agency.

OR



(2) For other electronic equipment not covered by the State's "Communication Program Rent Schedule", including but not limited to cellular or PCS, and TV or FM translators or broadcasters, the Lessee's or Sublessee's rent will be adjusted to reflect market rent (by referencing comparable facilities at comparable locations). If Lessee does not agree with State's adjusted market rent, Lessee may submit to State an appraisal of market rent performed by an independent and licensed appraiser at Lessee's expense for State's consideration. Such appraisals must be submitted within 30 calendar days of notification of the adjusted rent, or State's determination of market rent is final with no right of appeal with rent due as set forth in State's initial notice. If Lessee timely submits an appraisal, State shall notify Lessee in writing whether State accepts or rejects Lessee's appraisal of market rent. State's decision shall be final, subject only to challenge in the manner as provided under RCW 79.02.030. Lessee shall pay the adjusted rent within 10 calendar days of receipt of notice of whether Lessee's appraisal is accepted or rejected. If the court rules that State's determination of rent was more than market rent, Lessee shall receive a credit toward future rents for any overpayment. If the court rules that State's determination of rent was less than market rent, Lessee shall pay such underpayment to State within 10 calendar days of entry of judgment.

b. Road Use Fee. The road use fee may be adjusted annually on the anniversary of the Commencement Date. The new annual road use fee will be based on State's estimate of Lessee's use of road system and that of any authorized sublessee.

2. Change in Operations.

Equipment Change Adjustment. Rent will be adjusted when a new sublessee is authorized or frequencies, equipment or units belonging to a Lessee or sublessee are added or removed from Premises according to the "Communication Program Rent Schedule" then in effect. For other electronic equipment not covered by the State's "Communication Program Rent Schedule", including but not limited to cellular or PCS, and TV or FM translators or broadcasters, the Lessee's or sublessee's rent will be adjusted to reflect market rent in the manner set forth in Section 3.02 1a(2). When authorized frequencies, equipment, or units are removed from Premises, there will be no refund of rent payments and the rent will be adjusted at the next billing date. When authorized frequencies, equipment, or units are added, the rent will be increased on a prorated basis from the date of installation at Premises to the next billing date.

**3.03 Place of Payment.** All payments shall be accompanied by a reference to the lease number and paid to State Region office at the address shown on the signature page.

**3.04 Non-waiver.** Acceptance of rent or any other payment after the date it is due shall not be deemed a waiver regarding the obligations to make future payments on time, nor shall acceptance of rent after any breach by Lessee be construed as a waiver of any such breach or any other breach.

**3.05 Taxes.** Lessee shall pay all applicable real and personal taxes imposed on Premises and improvements thereon during the term of the lease.

**3.06 Assessments.** Lessee shall pay its pro rata share of assessments charged against Premises. State will send a written notice with a detailed explanation of any assessments pertaining to Premises to Lessee. Lessee shall pay assessment within thirty (30) days of receipt of written notice from State.

**3.07 Failure to Pay.** If State must pay any tax, assessment, penalty, or interest because of the failure of Lessee to pay such taxes, assessments, penalties, or interest, such obligations shall be considered a debt to State.

**3.08 Late Charge.** In the event Lessee fails to make any payment of rent or any other payments due hereunder upon the date due, State shall be entitled to collect from Lessee a late charge equal to six percent (6%) of the amount of the delinquent payment.

**3.09 Interest Charge.** Failure to pay rent or any other payments due under the lease on the date due shall be subject to interest at the rate of twelve percent per annum.

#### **SECTION 4 SPECIAL REQUIREMENTS**

**4.01 Electrical Power.** Lessee shall pay for all electric power and other charges or expenses incurred for Premises to supply the electric power. Electrical Power provided to the Premises by Lessee, shall be installed in accordance with rules, regulations, and requirements of the local power utility company. Capacity of the power provided to the site shall be subject to State's prior approval, which approval shall not be unreasonably withheld.

**4.02 Electronic Standards.** Lessee shall comply with the standards in the "Minimum Communication Site Standards", attached as "Exhibit D". State reserves the right to amend the standards set forth in "Exhibit D". Lessee shall be informed of such amendments and given six (6) months to comply after receipt of written notice.

**4.03 Compliance with Laws.** Lessee shall conform to applicable laws and regulations of public authority affecting Premises and the use thereon and assume, at Lessee's sole expense, any costs of such compliance including any fines or penalties. Lessee shall obtain all federal, state, and local permits and licenses necessary to operate under this lease.

**4.04 Minerals and Valuable Materials.** Lessee shall remove no valuable materials as defined under RCW 79.02.010(12), minerals, coal, oil, or gas without written consent of State.

**4.05 Fire.** To the extent possible, Lessee shall protect Premises from fire and shall report any fires on Premises to State, by phone, as soon as possible, and to the Region office at the phone number shown on the signature page.

**4.06 Debris.** Lessee shall not allow debris or refuse to accumulate on Premises.

**4.08 Technical Data Sheets.** Lessee's installations shall conform with the approved and signed Technical Data Sheet(s) attached as "Exhibit C". New or amended Technical Data Sheets may be added to "Exhibit C" upon written approval by State.

**4.09 New Equipment/Frequencies.** Lessee/sublessee shall not change or add frequencies, equipment or units without submitting new or amended Technical Data Sheets for State's written approval. If Lessee/sublessee fails to comply with this requirement, State shall have the option to declare Lessee in material breach and exercise the rights set forth under Section 6- Default- or to authorize the equipment to remain subject to the rent provisions set forth hereinafter. When Lessee/sublessee changes or adds frequencies, upon written approval by State, the priority rights for the new frequencies will be the date of approval shown on the new approved Technical Data Sheet. A new Lessee/sublessee operations shall not interfere electronically or physically with an existing Lessee/sublessee's operations.

If State allows the unauthorized frequencies, equipment or units to remain on Premises, Lessee shall be liable to pay State double rent for each previously unauthorized frequency, equipment or unit according to the "Communication Program Rent Schedule" in effect on the date of discovery from the period of installation or operation, whichever comes first, to the date of discovery by State. After the date of discovery, should State authorize the frequency, equipment, or unit, Lessee shall be liable for single rent for such frequency, equipment, or unit based on the rent schedule then in effect. Back rent shall be due at the end of the billing cycle during which discovery was made.

**4.10 Effective Radiated Power.** Lessee shall not raise effective radiated power (ERP) beyond that authorized by the approved Technical Data Sheet.

**4.11 FCC License.** Lessee shall operate its equipment and units in compliance with the rules and regulations of the Federal Communications Commission or Lessee's license authority. Within thirty (30) days of the beginning of operation and any subsequent renewals, Lessee shall furnish State with a copy of its current license and subsequent renewals to the Region office address as shown on the signature page.



#### **4.12 Hazardous, Toxic, or Harmful Substances.**

1. Deleterious Material. Lessee shall not make, or suffer to be made, any filling in of Premises or any deposit of rock, earth, ballast, refuse, garbage, waste matter, chemical, biological, or other wastes, hydrocarbons, any other pollutants, or other matter within or upon Premises, except as approved in writing by State. If Lessee fails to remove all non-approved fill material, refuse, garbage, wastes, or any other of the above materials from Premises, Lessee agrees that State may, but is not obligated to, remove such materials and charge Lessee for the cost of removal and disposal.

2. Hazardous, Toxic, or Harmful Substances.

a. Lessee shall not keep on or about Premises, any substances now or hereinafter designated as or containing components now or hereinafter designated as hazardous, toxic, dangerous, or harmful (and/or which are subject to regulation as hazardous, toxic, dangerous, or harmful) by any federal, state, or local law, regulation, statute, or ordinance (hereinafter collectively referred to as "Hazardous Substances") unless such are necessary to carry out Lessee's permitted use under Subsection 2.01 and unless Lessee fully complies with all federal, state, and local laws, regulations, statutes, and ordinances now in existence or as subsequently enacted or amended.

b. Lessee shall immediately notify State of any of the following:

- (1) all spills or releases of any Hazardous Substance in, on, or adjacent to Premises,
- (2) all failures to comply with any federal, state, or local law, regulation, or ordinance, as now enacted or as subsequently enacted or amended,
- (3) all inspections of Premises by, or any correspondence, orders, citations, or notifications from any regulatory entity concerning Hazardous Substances affecting Premises,
- (4) all regulatory orders or fines, or all response or interim cleanup actions taken by or proposed to be taken by any government entity or private party concerning Premises.

Also, on request, Lessee shall provide copies to State of any and all correspondence, pleadings, and/or reports received by or required of Lessee or issued or written by Lessee or on Lessee's behalf with respect to the use, presence, transportation, or generation of Hazardous Substances in, on, about, or adjacent to Premises.

c. Lessee shall be fully and completely liable to State, and, to the extent permitted by law, shall indemnify, defend, and save harmless State and its employees, officers, and agents with respect to any and all damages, costs, fees (including attorney's fees and costs), penalties (civil and criminal), and cleanup costs assessed against or imposed as a result of Lessee's use, disposal, transportation, generation, and/or sale of Hazardous Substances or that of Lessee's employees, agents, assigns, sublessees, contractors, subcontractors, licensees, or invitees and for any breach of this Subsection 4.12.

**4.13 Non-Ionizing Electromagnetic Radiation (NIE).** Lessee shall comply with standards or requirements in effect for non-ionizing electromagnetic radiation levels as established by the Environmental Protection Agency (EPA) or other local governing agencies.

**4.14 Weed Control.** Weed control shall be approved in writing by State prior to beginning such activities. No aerial spraying without prior approval by State is permitted.

**4.15 Survey.** Lessee shall submit to, and obtain approval from the State, a boundary survey and a required survey plat for the lease area, in accordance with RCW 58.24.

**4.16 Habitat Conservation Plan (HCP).** Premise is located within an area that is subject to State's Habitat Conservation Plan adopted in connection with Incidental Take Permit No. PRT-812521 (ITP) as supplemented by Permit No. 1168 (Collectively "ITP"). As long as the Habitat Conservation Plan remains in effect, Lessee and all persons acting under Lessee shall comply with the terms and conditions set forth in Exhibits G and H while operating on Premises. State shall have the right to modify these terms and conditions from time to time to comply with the Habitat Conservation Plan, the ITP, the Endangered Species Act, the implementing regulations, and amendments thereto, or the requirements of the federal agencies administering these laws.

## **SECTION 5 ASSIGNMENT, INSURANCE, INDEMNITY**

**5.01 Assignment.** Lessee shall not hypothecate, mortgage, assign, sublease, transfer, or otherwise alienate this lease ("Assignment"), or any interest therein, without the prior written consent of State, which consent shall be at the sole discretion of State, except that State will not withhold consent in the event of an assignment to a related entity when such assignment is to facilitate Lessee's business plans or organization. In granting any such consent under this clause State shall be entitled to consider, among other items, the proposed assignee's, sublessee's or transferee's financial condition, business reputation, business, and such other factors as may reasonably bear upon the suitability of the assignee, sublessee, or transferee as an operator at the Premises. If Lessee is a corporation, partnership, or other association, (1) the transfer of more than fifty percent (50%) of the ownership interest in such entity, or (2) the sale of all or substantially all of the assets of Lessee shall be deemed to constitute an "assignment" of this

lease which requires consent of State. The consent of State to any one assignment shall not constitute a waiver of State's right to consent to subsequent assignments, nor shall consent of State to any one assignment relieve any party previously liable as Lessee from any obligations under this lease. The acceptance by State of the payment of rent following an assignment shall not constitute consent to any assignment and State's consent shall be evidenced only in writing.

**Name Change.** If during the term of this Agreement Lessee changes its name, Lessee shall provide State with documentation legally supporting the name change within 60 days of the effective date of the change. Lessee may contact State's Olympic Region office in Forks for a list of acceptable documentation.

## **5.02 Lessee's Assumption of Liability, and Liability and Casualty Insurance**

1. **Assumption of Liability.** State shall have no responsibility or control with respect to any aspect of Premises or any activity conducted thereon from and after the Commencement Date. Lessee shall indemnify and save State harmless from any and all liability, damage, expense (including attorney fees and costs), cause of action, suits, claims, or judgments by any reason whatsoever caused or arising out of the use, occupation, and control of Premises by Lessee, its sublessees, invitees, agents, employees, licensees, or permittees except as may arise solely out of the willful act or gross negligence of State or State's officers, agents, or employees. To the extent that RCW 4.24.115 is applicable to any indemnification provision of this Lease, State and Lessee agree that this provision shall not require Lessee to indemnify and save State harmless from State's sole or concurrent negligence, if any. Lessee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless State and its agencies, officials, agents, and employees.

2. **Evidence of Insurance.** Lessee must furnish evidence of insurance in the form of a Certificate of Insurance satisfactory to State, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements set forth below. The Certificate of Insurance must reference the Department of Natural Resources and Agreement number. Before implementing this Agreement, Lessee must provide proof of coverage.

3. **Cancellation.** The Certificate(s) of Insurance must provide 45 days written notice to State before the cancellation, non-renewal, or material change of any insurance coverage included therein. Notices must be sent to State via certified mail.

4. **Minimum Coverage Requirements.** The Minimum Coverage Requirements set forth the minimum limits of insurance Lessee must purchase to secure a contract with State. These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these minimum limits of coverage does not relieve Lessee from liability for losses and settlement expenses greater than these amounts.



During the term of this Agreement, Lessee must purchase and maintain, and shall require all independent contractors to maintain while performing work on Premises, the minimum insurance coverages and limits specified below, which may be increased by State at its sole discretion:

- a. Commercial General Liability (CGL) Insurance. Lessee must purchase and maintain CGL on an Insurance Services Office (ISO) form CG 00 01 or equivalent form, covering liability arising from Premises, operations, independent contractors, personal injury, and liability assumed under an insured contract. Such insurance must be provided on an occurrence basis. Insurance must include liability coverage with limits not less than those specified below:

Description

General Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000

- b. Business Auto Policy (BAP) Insurance (required for all contracts). The Lessee shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto".

Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01.

The Lessee waives all rights against the State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

- c. Workers Compensation and Employer's Liability Insurance: Lessee must purchase and maintain insurance covering obligations imposed by Federal and State statutes having, jurisdiction of its employees in the performance of work, including

Employer's Liability Insurance. Evidence of "Qualified Self-Insurance Status" will suffice to meet the requirements of this section.

<u>Description</u>	<u>Each Employee By Accident</u>	<u>Policy Limit By Disease</u>
Bodily Insurance	\$1,000,000	\$1,000,000

d. Builders Risk Insurance.

i. During the period construction is in progress and until completion of the project and acceptance by State, Lessee shall buy and maintain in force builder's risk insurance on the entire work. Such insurance shall be written on a completed value form and in any amount equal to the value of the completed building, subject to subsequent modifications to that sum. The insurance shall be written on a replacement cost basis. This insurance shall name as insured the Department of Natural Resources, Lessee and all subcontractors and sub-subcontractors in the work.

ii. Insurance required in paragraph i. shall be written to cover all risks of physical loss except those specifically excluded in the policy, including loss or damage caused by collapse.

iii. Insurance required in paragraph i. shall cover the entire work at the site, including reasonable compensation for architect's services and expenses made necessary by an insured loss. Insured property shall include portions of the work located away from the site but intended for use at the site, and shall also cover portions of the work in transit.

iv. The policy shall include as insured property scaffolding, false work, and temporary buildings located at the site. The policy shall cover the cost of removing debris, including demolition as made legally necessary by the operation of any law, ordinance, or regulation.

v. Any deductible applicable to the insurance bought in compliance with paragraph i. shall be identified in the contract documents and the responsibility for paying the part of any loss not covered because of application of deductible(s) shall be the responsibility of the Lessee. If any part of any loss is not covered because of the application of a deductible amount not identified in the contract documents, such loss will be paid by Lessee.

e. Self-Insurance. In lieu of the coverages required under Section 5.02-4 "Minimum Coverage Requirements," State at its sole discretion, may accept evidence of self-insurance by Lessee, provided Lessee provides the following:

i. Lessee shall provide a statement by a CPA or actuary; satisfactory to State that demonstrates Lessee's financial condition is satisfactory to self-insure any of the required insurance coverages.

ii. State may require Lessee to provide the above from time to time to ensure Lessee's continuing ability to self-insure. If at any time Lessee does not satisfy the self-insurance requirement, Lessee shall immediately purchase insurance as set forth under this Section 5.02-4 entitled "Minimum Coverage Requirements".

iii. Aside from any "self-insurance" guaranteed by the Lessee, it is the responsibility of Lessee to ensure that its contractors, concessionaires, agents, employees, guests, invitees, sub-lessees, or affiliates in, on, under, or above Premises, any adjoining property, or any other property subject to use by Lessee in conjunction with its use of Premises, meet minimum insurance requirements described above.

## **SECTION 6 DEFAULT**

**6.01 Breach by Lessee.** In the event of any breach of any provision of this Lease by Lessee, the breach, whether material or not, shall be deemed a default entitling State to cancel this lease and seek any other remedies set forth in this Lease or otherwise available at law or equity, after State has delivered to Lessee notice of the breach and a demand that the same be remedied immediately; provided Lessee shall not be in default if the breach pertains to the payment of money and Lessee cures the breach within twenty (20) days of receipt of the notice, or if the breach pertains to a matter other than the payment of any monies due under this lease, and Lessee shall after receipt of the notice promptly commence to cure the breach and shall cure the breach within forty-five (45) days after receipt of the notice; provided, however, if such breach is non-monetary in nature, and, as determined by State, is not reasonably susceptible of being cured in said forty-five (45) days (provided that the lack of funds, or the failure or refusal to spend funds, shall not be an excuse for a failure to cure), Lessee shall commence to cure such breach within said period and diligently pursue such action with continuity to completion. If Lessee fails to cure a default, all Lessee owned improvements shall at the option of State, be removed by Lessee, be removed by State at the cost to Lessee, or become the property of State.

**6.02 Reentry.** In the event of any default by Lessee, State shall have the right, with or without canceling the Lease, to reenter the Premises and remove all persons and property from Premises and take whatever actions may be necessary or advisable to relet, protect or preserve the Premises. Any property so removed may be stored in a public warehouse or other suitable place or otherwise disposed of in State's discretion at the expense and for the account of Lessee. State shall not be responsible for any damages or losses suffered by Lessee as a result of such reentry, removal, storage or other disposition, and no such action shall be construed as an election to terminate this Lease unless a written notice of termination is given to Lessee.



**6.03 Termination of Agreements.** Whether or not State elects to terminate this lease on account of any default by Lessee and subject to any non-disturbance and attornment agreements, if any, State shall have a right to terminate any and all subleases, licenses, concessions or other arrangement for possession affecting Premises. Alternatively, State, in its sole discretion, may succeed to Lessee's interest in such sublease, license, concession or arrangement, and Lessee shall have no further right to or interest in the rent or other consideration receivable thereunder.

**6.04 Right to Cure.** If Lessee fails to perform any undertaking or promise contained herein, State shall have the right but not the obligation to make such performance thirty (30) days after expiration of the notice to cure defaults stated above. State's expenditures to correct Lessee's failure to perform shall be reimbursed by Lessee together with interest at the rate provided in Section 3.

**6.05 Remedies Cumulative.** The specified remedies to which State or Lessee may resort under the terms of this lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which State or Lessee may lawfully be entitled in case of any breach or threatened breach by State or Lessee of any provision of this lease.

**6.06 Insolvency.** If a receiver or trustee is appointed to take possession of all or substantially all of the assets of Lessee; or if any action is taken or suffered by Lessee pursuant to an insolvency, bankruptcy or reorganization act; or if Lessee makes a general assignment for the benefit of its creditors; and if such appointment, action or assignment continues for a period of thirty (30) days, it shall, at State's option, constitute a material breach by Lessee.

## **SECTION 7 ACCESS ROADS AND ROAD MAINTENANCE**

**7.01 Access.** Provisions for access to Premises are as follows:

1. State Land. A nonexclusive right to use an existing road over and across the location shown on the map marked as "Exhibit E" for the purpose of operating equipment commonly used for the installation, operation, repair and maintenance of radio units or electronic equipment or a communication site.
2. Non State Land. Access to Premises includes use of existing roads across private or other government owned land. Lessee recognizes and agrees to comply with all the terms and conditions of the deed reservation entered into by and between Cavenham Forest Industries Inc. and the Travelers Insurance Company dated December 30, 1988 filed under Application No. 55-073546 in the office of the Commissioner of Public Lands in Olympia and filed under Auditors File No. 319132, Volume 218. of deeds Page 399, in the Records of Jefferson County Washington, along with an easement entered into by and between Hampton C. Brown and Crown Zellerbach Corporation dated August 22, 1955, filed under Application No. 55-083938 in the office of the Commissioner of Public Lands in Olympia and filed in Volume 141 on pages 64 -68, under Auditor's File Number 146814 records of Jefferson County, Washington.

**7.02 Road Repair.** Lessee shall repair or cause to be repaired at its sole cost and expense that damage to said road(s) occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road(s). Within fifteen (15) days of the damage, Lessee shall meet with State and provide a plan of operation for the repairs.

**7.03 Road Maintenance.** Road maintenance is defined as work normally necessary to preserve and keep the roads in their present condition or as hereafter improved. At a minimum, roads shall be maintained to meet forest practices standards set forth in WAC 222-24-050 as now written or hereafter amended. Unless contrary to the terms of an express easement authorizing access, the cost of performance of road maintenance and resurfacing shall be allocated on the basis of respective uses of said road. During periods when a road, or portions thereof, is used solely by Lessee, Lessee shall solely maintain that portion of said road to the standards set forth above; provided State reserves the right to make reasonable allocations concerning priority of use and maintenance of said roads by it and others. Where there is joint use of a road, or portion thereof, Lessee shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when more than one party is using the same road or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

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

**7.04 Improvements.** Lessee shall construct no improvements to roads where access has been provided by State without the prior written consent of State, which shall not be unreasonably withheld. Unless State agrees to share in the cost of the improvement in writing, the improvements shall be at the sole cost of the improver.

**7.05 Insurance.** The provisions under Section 5-Insurance, Indemnity- shall apply to Lessee's use of roads authorized herein.

## **SECTION 8 IMPROVEMENTS**

**8.01 Development Plan.** Lessee has submitted and State has approved a development plan, which is attached as Exhibit I. Lessee shall not construct any improvement unless such improvements are authorized in an approved development plan. The development plan shall not be changed without prior written approval by State.

**8.02 Utilities.** Prior to excavation, clearing, or construction, Lessee will employ a utility locator service, at no cost to State, to check the lease area for buried utilities.

**8.03 Unauthorized Improvements.** All improvements made on Premises without the written consent of State are unauthorized and shall, at the option of State, be removed by Lessee, be removed by State at the cost to Lessee, or become the property of State.

**8.04 Maintenance and Repair of Improvements.** Lessee shall maintain and repair all improvements owned by Lessee, at its own cost.

**8.05 Removal of Improvements.** Lessee shall remove all Lessee owned improvements, including fixtures, from Premises within sixty (60) days from the Termination Date unless otherwise provided herein. In the event State authorizes Lessee owned improvements to remain past the sixty-day period, Lessee shall pay to State the contract rent then in effect from the Termination Date until the improvements are removed. If Lessee fails to remove the improvements at the end of the sixty day period where no extension has been granted or at the end of such other period authorized by State, Lessee shall be in trespass, and such improvements shall be deemed unauthorized improvements subject to disposition as set forth in Section 8.03.

**8.06 As-Built Drawing.** Within 30 days after the start of operations, Lessee shall provide State with an 8-1/2 x 11 inch as-built drawing of the site, which includes tower footings, buildings, fences, and utilities, and which includes the locations of installed or discovered underground improvements.

**8.07 Existing Improvements.** All improvements existing on Premises as of the Commencement Date belong to Lessee except as set forth below:

None.

## **SECTION 9 MISCELLANEOUS**

**9.01 No Partnership.** State is not a partner nor a joint venturer with Lessee in connection with the business carried on under this lease and shall have no obligation with respect to Lessee's debts or other liabilities.

**9.02 Non-Waiver.** Waiver by either party of strict performance or any provisions of this lease shall not be a waiver of nor prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

**9.03 Attorney Fees and Venue.** Each party shall be responsible for their own attorney fees in the event of a dispute arising out of this lease except as set forth in Sections 4.12, 5.02, and 9.06. Venue for resolving such disputes shall be in Thurston County Superior Court.



**9.04 Interpretation and Numbering.** This lease has been submitted to the scrutiny of all parties hereto and their counsel if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by any party hereto or its counsel. Section numbers or titles are not to be considered in interpreting this lease.

**9.05 Notices.**

1. Any notice given under this lease shall be deemed received when delivered by hand or three (3) days after deposit in the United States mail with first class postage affixed addressed as follows: At the address given by each party in the signature block of this lease. Changes of address may be given in accordance with this section.
2. Lessee shall notify State within fourteen (14) calendar days of any change of address, business name, contact person's name or other changes that may affect the lease.

**9.06 Liens.** Lessee shall not suffer nor permit any lien to be filed against Lessee's leasehold interest in Premises or any improvement thereon by reason of work, labor, services or materials performed or supplied to Lessee or anyone holding Premises or any part thereof under the lease. If any such lien is filed against Lessee's leasehold interest or any improvements thereon, Lessee shall cause the same to be discharged of record within thirty (30) days after the date of filing the same unless other arrangements are authorized in writing by State. Lessee shall indemnify State for any costs, damages or expenses (including attorneys' fees) incurred as a result of the filing of such liens or in obtaining their discharge whether such costs, damages or expenses were incurred prior or subsequent to lease termination.

**9.07 Force Majeure.** State's or Lessee's failure to perform any of its obligations under this lease shall be excused if due to causes beyond its control and without the fault or negligence of State or Lessee, including but not restricted to acts of God, acts of the public enemy, acts of any government, vandalism, fires, lightning, floods, epidemics or labor strikes.

**9.08 Preservation of Markers.** Any legal land subdivision survey corners, reference points or monuments are to be preserved. If such are destroyed or disturbed by Lessee, Lessee shall reestablish them by a licensed land surveyor in accordance with U. S. General Land Office standards at their own expense. Corners, reference points or monuments that must necessarily be disturbed or destroyed in the process of carrying out the operations allowed by this lease must be adequately referenced and/or replaced in accordance with RCW 58.24.040 (8). Such references must be approved by State prior to removal of said corners, reference points or monuments.

**9.09 Condemnation.** If all of Premises is taken by any public authority under the power of eminent domain, this lease shall terminate as of the date possession was taken by said public authority pursuant to such condemnation. If any part of Premises is so taken and, in the opinion of either State or Lessee, it is not economically feasible to continue this lease in effect, either party may terminate this lease. Such termination by either party shall be made by notice to the other given not later than thirty (30) days after possession is so taken, the termination to be effective as of the later of thirty (30) days after said notice or the date possession is taken. If part of Premises is so taken and neither State nor Lessee elects to terminate this lease, or until termination is effective, as the case may be, the rental shall be abated in the same proportion as the portion of Premises so taken bears to the whole of Premises. All damages awarded for the taking or damaging of all or any part of Premises, or State-owned improvements thereon, shall belong to and become the property of State and Lessee hereby assigns to State any and all claims to such award. However, State shall not claim any interest in or to personal property or authorized improvements belonging to Lessee.

**9.10 Proprietary Information/Public Disclosure.** Materials or information submitted as required in this Agreement shall become public records within the meaning of RCW Chapter 42.56.

Any submitted materials or information that the Lessee claims as exempt from disclosure under the provisions of RCW 42.56.210 must be clearly designated. The page must be identified and the particular exemption from disclosure upon which the Lessee is making the claim must be identified by the RCW citation number.

The State will consider a Lessee's request for exemption from disclosure; however, the State will make an independent decision on the applicability of any claimed exemption consistent with applicable laws. The portion of a document claimed as exempt must qualify for exempt status as identified in RCW 42.56. Marking the entire submitted materials or information exempt from disclosure cannot be honored. If a public records request is made regarding materials that the Lessee has requested as exempt, the affected Lessee will be given notice of the request and allowed ten business days to seek a court injunction against the requested disclosure prior to the State fulfilling the public records request.

**9.25 Exhibits.** This lease is subject to the terms and conditions of exhibits referenced herein, which are attached hereto and by this reference, made a part hereof.

**List of Exhibits**

Exhibit A Legal Description and Survey Plat	Exhibit E Road Access Map
Exhibit B Encumbrances (Subject to Leases)	Exhibit G Requirements of the (ITP)
Exhibit C Technical Data Sheet(s)	Exhibit H Requirements of the HCP
Exhibit D Communication Site Standards	Exhibit I Development Plan Drawing

**JEFFERSON COUNTY COMMUNICATIONS**

Signed this 7<sup>th</sup> day of Jan., 2009

  
Donna Hamlin, Director

Address: 81 Elkins Road  
Port Hadlock, WA 98339

Phone: (360) 385-3831 Ext. 588

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

Signed this 7<sup>th</sup> day of Jan, 2009

  
John X. Viada, Olympic Region Manager

411 Tillicum Lane  
Forks, WA 98331

(360) 374-2800

Standard Communications Site Lease  
Approved as to Form March 7, 2002.  
by James Schwartz  
Assistant Attorney General  
State of Washington

Revised as to Form September 13, 2007  
by Roger Braden  
Assistant Attorney General  
State of Washington

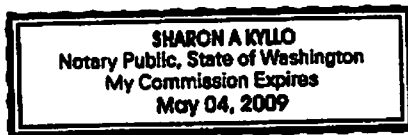
**NOTARIAL CERTIFICATE  
ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY**

State of Washington

County of Jefferson

I certify that I know or have satisfactory evidence that Donna Hamlin the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as the Director of JeffCom 911 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 1-7-09  
(Seal or Stamp)



Sharon A Kylo  
Signature

SHARON A KYLO  
Printed name

NOTARY PUBLIC in and for the  
State of Washington.

My appointment expires MAY 4, 2009.



STATE'S ACKNOWLEDGMENT

State of Washington

County of Clallam

I certify that I know or have satisfactory evidence that John X. Viada is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Olympic Region Manager of the Department of Natural Resources, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1/12/2009

Sheryl L. Windle  
(Signature)

(Seal or stamp)

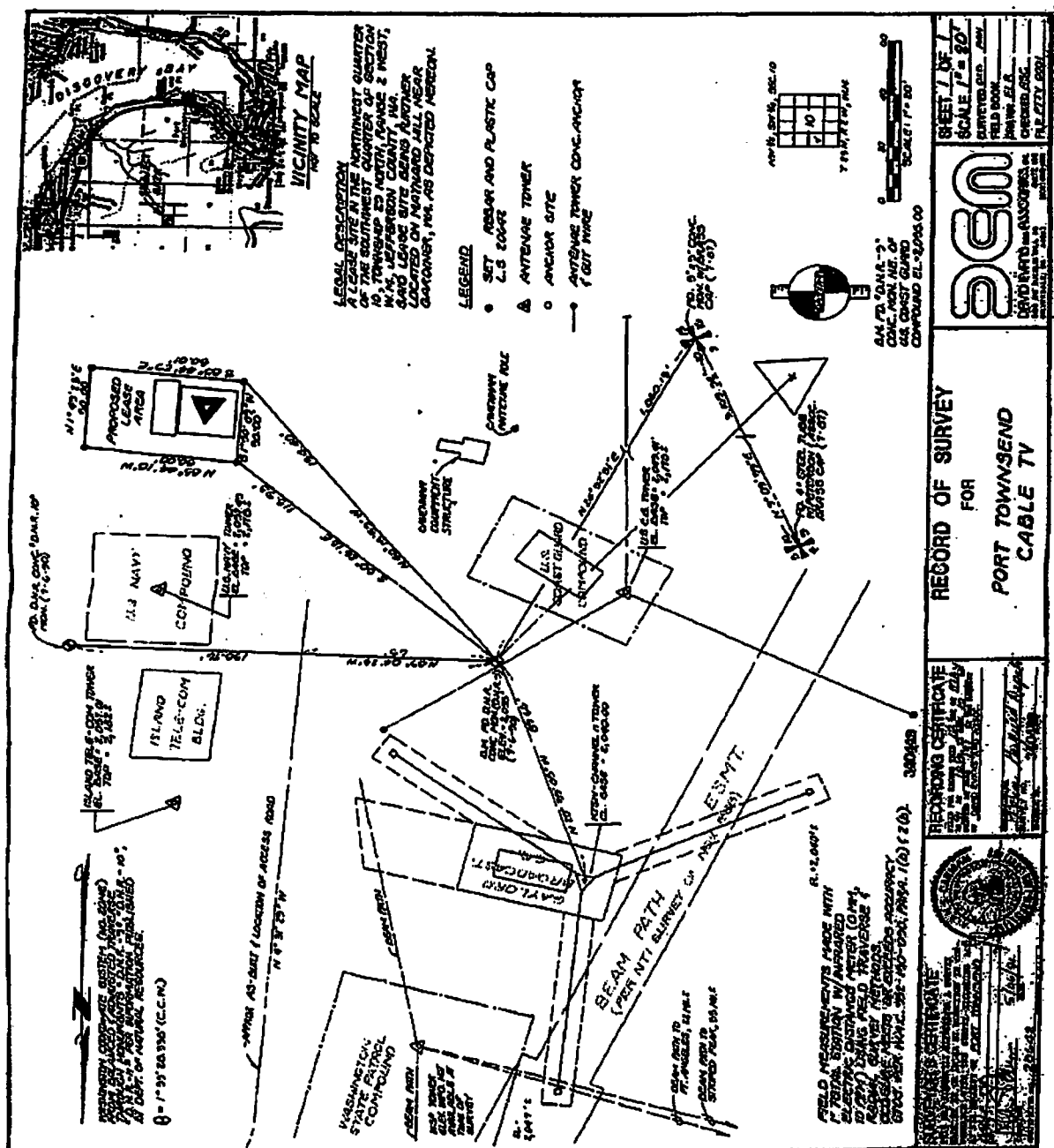
Sheryl L. Windle  
(Print Name)

Notary Public in and for the State of Washington,  
residing at Forks.

My appointment expires 5/15/11



**Agreement No. 52-083923**



# **EXHIBIT B** **ENCUMBRANCES**

<b>Class</b>	<b>Number</b>	<b>Event</b>	<b>ExpireDt</b>	<b>Grantee</b>	<b>DateGtd</b>
ESE	50-070266	ROAD	INDEF	BPA	10/10/1985
ESE	50-070267	ROAD	INDEF	Puget Sound & Light Co.	02/05/1987
LSE	52-A69991	COMMSITE	07/31/2012	SBA Structures Inc.	10/11/2007
LSE	52-A69993	COMMSITE	06/30/2009	DOT	06/22/2004
LSE	52-076605	COMMSITE	09/30/2014	United States Coast Guard	01/31/2005
LSE	52-A69992	COMMISTE	11/30/2014	Broadstripe, LLC.	02/23/2005
LSE	52-A69988	COMMSITE	06/30/2014	USA Department Of The Navy	07/15/2004

## EXHIBIT C

### TECHNICAL DATA SHEETS

<b>1. Lessee Information:</b>		<b>2. Chief Engineer or Service Provider Info:</b>	
Lessee Name: <b>JeffCom 911</b>		Name: <b>Greentree Communications Co.</b>	
Address: <b>81 Elkins Road, Port Hadlock, WA 98339</b>		Address: <b>P.O. Box 1105 Sequim, WA 98382</b>	
Phone: <b>(360) 385-3831 x 588</b>		Phone: <b>(800 246-4698)</b>	
Emergency Phone: <b>(360 681-9924)</b> pager, E-mail: <b>tonyd@olypen.com</b>			
<b>3. Premises Information:</b>			
Site Name:		<b>Maynard Peak (Mt.)</b>	
DNR Lease Number:		<b>52-083923</b>	
Location at site: (Site or building name):		<b>JeffCom Site</b>	
Latitude and Longitude:		<b>48-00-59N 122-55-31W WGS84</b>	
Elevation of site		<b>2038 ft. MSL</b>	

<b>4. Equipment</b>	
a. FCC License Number:	<b>TBD</b>
b. Date FCC License Issued:	<b>TBD</b>
c. Equipment Manufacturer:	<b>Harris</b>
d. Model Number:	<b>Constellation (or equivalent)</b>
e. Class of Service (FCC Symbol):	<b>CC (Part 101)</b>
f. Type of Emission (FCC Symbol):	<b>3M75D7W</b>
g. Effective radiated power	<b>+54 dBm ERP</b>
h. AC power drain during standby and TX (watts):	<b>Estimate 60 Watts</b>
i. Transmit output power (watts):	<b>+21 dBm</b>
j. CTCSS control tone (Hz):	<b>N/A</b>
k. Type of unit (i.e., microwave, cellular, paging, etc.):	<b>Microwave FDX link</b>
l. Is power on continuously?	<b>Yes</b>

<b>5. Units (Transmitter only or Transmitter/Receiver):</b>		
Transmit Frequency (MHz)	Receive Frequency (MHz)	Channel
<b>10.7~11.7 GHz</b>	<b>10.7~11.7 GHz</b>	<b>L/U TBD</b>

<b>6. Pole (Stick) Antennas</b>		
Length (feet)	Location on Tower (i.e., SE Leg)	Height on Tower at Base of Antenna

<b>7. Dish Antennas</b>						
Diameter (feet)	Location on Tower (i.e., SE Leg)	Height on Tower at Base of Antenna	Beam Path Width	Beam Path Length	Azimuth	Tilt
<b>6 ft</b>	<b>East</b>	<b>45 ft</b>	<b>1.5 deg.</b>	<b>5 miles</b>	<b>086</b>	<b>-2 deg.</b>

**8**      Name of Location beam goes to:      **JeffCom 911 Port Hadlock Tower**

**9.**      Additional Information:      **None**

**10.**      Lease Summary Information:      **Site will support JeffCom 911 Public Safety Radio system**



11. Leasee's Lease reference Number: Pending

12. Total Number of Radio Units: 1 Unit (unit is 1 Tx/Rx, count Rx only as 1/2, count Tx only, as 1)

Leassee Signature Norma Hamlin Date 07-07-09

DNR Signature Dean Wilson Date 1/8/09

Page 2 of 2

**Sheet # 2 of 3**

<b>1. Lessee Information:</b>		<b>2. Chief Engineer or Service Provider Info:</b>	
Lessee Name: <b>JeffCom 911</b>		Name: <b>Greentree Communications Co.</b>	
Address: <b>81 Elkins Road, Port Hadlock, WA 98339</b>		Address: <b>P.O. Box 1105 Sequim, WA 98382</b>	
Phone: <b>(360) 385-3831 x 588</b>		Phone: <b>(800) 246-4698</b>	
Emergency Phone: <b>(360) 681-9924</b> pager, E-mail: <b>tonyd@olypen.com</b>			
<b>3. Premises Information:</b>			
Site Name:		<b>Maynard Peak (Mt.)</b>	
DNR Lease Number:		<b>52-083923</b>	
Location at site: (Site or building name):		<b>JeffCom Site</b>	
Latitude and Longitude:		<b>48-00-59N 122-55-31W WGS84</b>	
Elevation of site		<b>2038 ft. MSL</b>	

<b>4. Equipment</b>	
a. FCC License Number:	<b>KOM784</b>
b. Date FCC License Issued:	<b>9/12/2003</b>
c. Equipment Manufacturer:	<b>Motorola</b>
d. Model Number:	<b>MTR2000</b>
e. Class of Service (FCC Symbol):	<b>PW (Part 90 Public Safety Pool)</b>
f. Type of Emission (FCC Symbol):	<b>20K0F3E Note: (receive only)</b>
g. Effective radiated power	<b>N/A Note: (receive only)</b>
h. AC power drain during standby and TX (watts):	<b>Estimate 12VDC @ 1.5 A, 16 Watts</b>
i. Transmit output power (watts):	<b>N/A Note: (receive only)</b>
j. CTCSS control tone (Hz):	<b>N/A</b>
k. Type of unit (i.e., microwave, cellular, paging, etc.):	<b>Voted VHF coverage receiver</b>
l. Is power on continuously?	<b>Yes</b>

<b>5. Units (Transmitter only or Transmitter/Receiver):</b>		
Transmit Frequency (MHz)	Receive Frequency (MHz)	Channel
<b>N/A</b>	<b>458.5750</b>	<b>N/A</b>

<b>6. Pole (Stick) Antennas</b>		
Length (feet)	Location on Tower (i.e., SE Leg)	Height on Tower at Base of Antenna
<b>113" / 9'5"</b>	<b>East leg</b>	<b>50 ft</b>

<b>7. Dish Antennas</b>						
Diameter (feet)	Location on Tower (i.e., SE Leg)	Height on Tower at Base of Antenna	Beam Path Width	Beam Path Length	Azimuth	Tilt

**8. Name of Location beam goes to:** **N/A**

**9. Additional Information:** **None**

**10. Lease Summary Information:** **Site will support JeffCom 911 Public Safety Radio system**

11. Lessee's Lease reference Number: Pending

12. Total Number of Radio Units:  $\frac{1}{2}$  unit (unit is 1 Tx/Rx, count Rx only as  $\frac{1}{2}$ , count Tx only, as 1)

Lessee Signature Norma Martin Date 07-07-09

DNR Signature Dean Wilson Date 1/8/09

Page 2 of 2

**Sheet 3 of 3**

<b>1. Lessee Information:</b>		<b>2. Chief Engineer or Service Provider Info:</b>	
Lessee Name: JeffCom 911		Name: Greentree Communications Co.	
Address: 81 Elkins Road, Port Hadlock, WA 98339		Address: P.O. Box 1105 Sequim, WA 98382	
Phone: (360) 385-3831 x 588		Phone: (800) 246-4698	
Emergency Phone: (360) 681-9924 pager, E-mail: tonyd@olypen.com			
<b>3. Premises Information:</b>			
Site Name:		Maynard Peak (Mt.)	
DNR Lease Number:		52-083923	
Location at site: (Site or building name):		JeffCom Site	
Latitude and Longitude:		48-00-59N 122-55-31W WGS84	
Elevation of site		2038 ft. MSL	

<b>4. Equipment</b>	
a. FCC License Number:	KOM784
b. Date FCC License Issued:	9/12/2003
c. Equipment Manufacturer:	Motorola
d. Model Number:	MTR2000
e. Class of Service (FCC Symbol):	PW (Part 90 Public Safety Pool)
f. Type of Emission (FCC Symbol):	20K0F3E Note: (receive only)
g. Effective radiated power	N/A Note: (receive only)
h. AC power drain during standby and TX (watts):	Estimate 12VDC @ 1.5 A, 16 Watts
i. Transmit output power (watts):	N/A Note: (receive only)
j. CTCSS control tone (Hz):	N/A
k. Type of unit (i.e., microwave, cellular, paging, etc.):	Voted VHF coverage receiver
l. Is power on continuously?	Yes

<b>5. Units (Transmitter only or Transmitter/Receiver):</b>		
Transmit Frequency (MHz)	Receive Frequency (MHz)	Channel
N/A	155.1150	N/A

<b>6. Pole (Stick) Antennas</b>		
Length (feet)	Location on Tower (i.e., SE Leg)	Height on Tower at Base of Antenna
127" / 10'7"	East leg	50 ft

<b>7. Dish Antennas</b>						
Diameter (feet)	Location on Tower (i.e., SE Leg)	Height on Tower at Base of Antenna	Beam Path Width	Beam Path Length	Azimuth	Tilt

8. **Name of Location beam goes to:** N/A

9. **Additional Information:** None

10. **Lease Summary Information:** Site will support JeffCom 911 Public Safety Radio system



11. Leasee's Lease reference Number: Pending

12. Total Number of Radio Units:  $\frac{1}{2}$  Unit (unit is 1 Tx/Rx, count Rx only as  $\frac{1}{2}$ , count Tx only, as 1)

Leasee Signature *Norma Martin* Date 6/07/09

DNR Signature *Dean Wilson* Date 1/8/09

Page 2 of 2

**EXHIBIT D**  
**DEPARTMENT OF NATURAL RESOURCES**  
**MINIMUM COMMUNICATION SITE STANDARDS**

1. State retains the right to inspect Lessee's equipment with 21 calendar days advance written notice to ensure compliance with site standards presently in effect or as may be amended. This clause shall not be construed as a duty to inspect.
2. Each transmitter at the site will be identified with the DNR document number, name of a person or service agency responsible for repairs, their telephone number, equipment receive frequency, and equipment transmit/receive tone frequencies.
3. All communications fixed transmitter installations shall employ isolators or alternative techniques meeting the same criteria, to minimize spurious radiation and intermodulation products. Additional filtering may be required according to frequency and interconnect devices as listed below. As the industry progresses, superior devices may be available and installed only with the written approval of State.
  - a. Transmitters in the 29.8 to 54 MHZ range shall have a low pass filter, band pass filter or cavity providing a minimum of 30 dB of attenuation removed 1.0 MHZ from the operating frequency.
  - b. Transmitters in the 66 to 88 MHZ range shall have at least 25 dB of isolation followed by a band pass cavity providing at least 20 dB of attenuation 1.0 MHZ removed from the operating frequency.
  - c. Transmitters in the 88 to 108 MHZ range operating at a power level of 350 watts or less shall have at least 25 dB of isolation followed by a band pass cavity providing at least 35 dB of attenuation 1.0 MHZ from the operating frequency.
  - d. Transmitters in the 88 to 108 MHZ range operating at a power level above 350 watts shall have a band pass cavity providing at least 25 dB of attenuation 1.4 MHZ from the operating frequency.
  - e. Transmitters in the 130 to 225 MHZ range shall have at least 50 dB of isolation followed by a low pass filter and a band pass cavity with a minimum of 15 dB of attenuation 1.0 MHZ removed from the operating frequency.
  - f. Transmitters in the 400 to 470 MHZ range shall have at least 50 dB of isolation followed by a low pass filter and a band pass cavity with a minimum of 15 dB of attenuation 2.0 MHZ removed from the operating frequency.

- g. Transmitters in the 806 to 990 MHz range shall have at least 50 dB of isolation followed by a low pass filter or a band pass filter with a minimum of 15 dB of attenuation 10 MHz removed from the operating frequency and 40 dB of attenuation at 20 MHz. Where mixed services share a common site, series cavities need be incorporated.
- 4. Lessee shall comply with General Engineering Standards, including but not limited to the following:
  - a. A band pass cavity/filter or crystal filter is recommended at the input of all receivers. Its purpose is to protect against RF energy "off frequency" from mixing in a non-linear device such the first RF amplifier in a receiver, which can re-radiate causing interference.
  - b. The band reject duplexer (cross notch duplexer) may not be used without the use of cavities or isolators.
  - c. Single braid coax cable is prohibited. Double shielded cable must have over 98.5% shield coverage. Single braid cable with resistive terminations is acceptable ONLY as a fixed method for relative signal strength measurements.
  - d. Jacketed coaxial cable is required. Unjacketed transmission line of any type is prohibited.
  - e. Use of N, TNC, DIN or other types of constant impedance connector is preferred over a non-constant impedance type. Effort should be made to prevent the use of coax adaptors.
  - f. All equipment is to be grounded. Grounding is to be done with low impedance conductor to the station ground grid, preferably with flat copper or heavy braid. The "green wire" of the AC power plug is not an acceptable grounding point. All cables are to be grounded to the tower at the point where the cables leave the tower for the building entry.
  - g. Transmitting systems must be checked periodically, which includes the isolator, VSWR on the load port of the isolator and overall system insertion loss.
  - h. Bare metallic ties are prohibited for securing transmission lines to towers. In the case of large lines, use of stainless steel or galvanized hangers is permitted. Hardware capable of rusting and dissimilar metals is prohibited. Transmission lines are to be insulated from metallic structures and objects. It is the duty of the installation personnel to prevent "diode junctions" from taking place.

- i. All loose wire or metal objects are to be removed from the tower and site. Metal fencing should be vinyl coated.
- j. All equipment shall be licensed by FCC, or have a Radio Frequency Authorization from NTIA, (if required by the regulating agency) and be operated in full accordance with all applicable rules and regulations of the regulating agency. There shall be no modifications that violate "FCC Type Acceptance."
- k. Every effort should be made to protect the equipment from lightning damage. Feed-through lightning protectors shall be used on all coaxial cable connections to equipment enclosures. Gas, gap and MOV and Silicone Avalanche Diode (SAD) protectors shall be used in control, audio, telephone and power connections.
- l. Radios, equipment and batteries installed shall use support equipment that is braced, anchored and/or secured in a manner that prevents or reduces possible damage due to an earthquake.

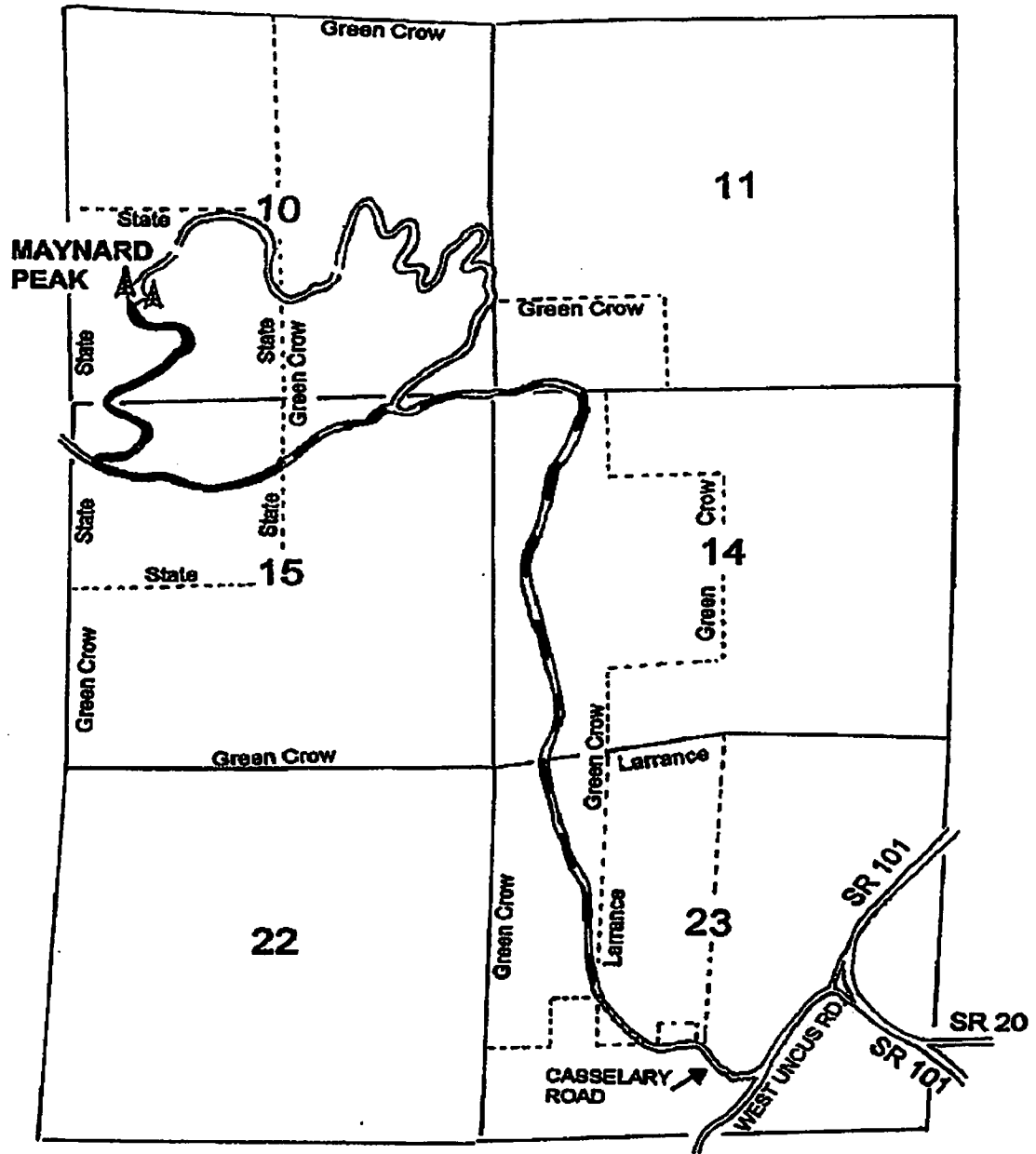
5. Interference Policy Statement:

- a. In the event radio interference (RI) or physical interference occurs, all users of the site are required to participate in solving the problem by providing technical personnel and test equipment to locate the source of the specific problem. All equipment must be maintained in good working order and meet original manufacturers and FCC specification for reduction of transmitter spurious radiation. In the event radio interference (RI) occurs, and these standards are complied with, additional isolators, filters, cavities, etc., may be required to correct specific problems.
- b. Involved systems not in full compliance with these standards shall be required to comply immediately at their own expense.
- c. State has the right to require the offending transmitter owner/operator to finance the required corrections or equipment necessary to correct the problem. State at it's option may allow the affected receiver owner/operator to provide the necessary equipment (if one so chooses) for installation by the offender without surrendering ownership of the equipment and expect its use to be uninterrupted, i.e., not taken out of service without notifying the owner.
- d. The 2.0 GHZ band is being developed. It is unknown at this time what interference may be expected or caused and what products will be available for interference mitigation. Policies and standards will be developed as needed.



6. These are minimum standards of good engineering practice in the operation and maintenance of communication sites. These standards will be revised as deemed necessary by State.
7. These Communication Site Facility Standards are developed in conjunction with the Western Washington Cooperative Interference Committee (WWCIC) and the Department of Natural Resources, Radio Program.
8. For equipment using unlicensed frequencies:
  - a. All equipment shall be compliant with all FCC rules and regulations.
  - b. State has the right to require Lessee to provide additional interference protection devices for existing and new site users to reduce interference and accommodate site growth.
  - c. State has the right to require Lessee to reposition antennas on towers, add equipment shielding and reduce effective radiated power to reduce interference and accommodate site growth.

# **EXHIBIT E** **MAP OF ACCESS TO SITE**



Access under State ownership

Access under Cavenham deed reservation

Access under Brown easement



## EXHIBIT G

### REQUIREMENTS OF THE INCIDENTAL TAKE PERMIT (ITP)

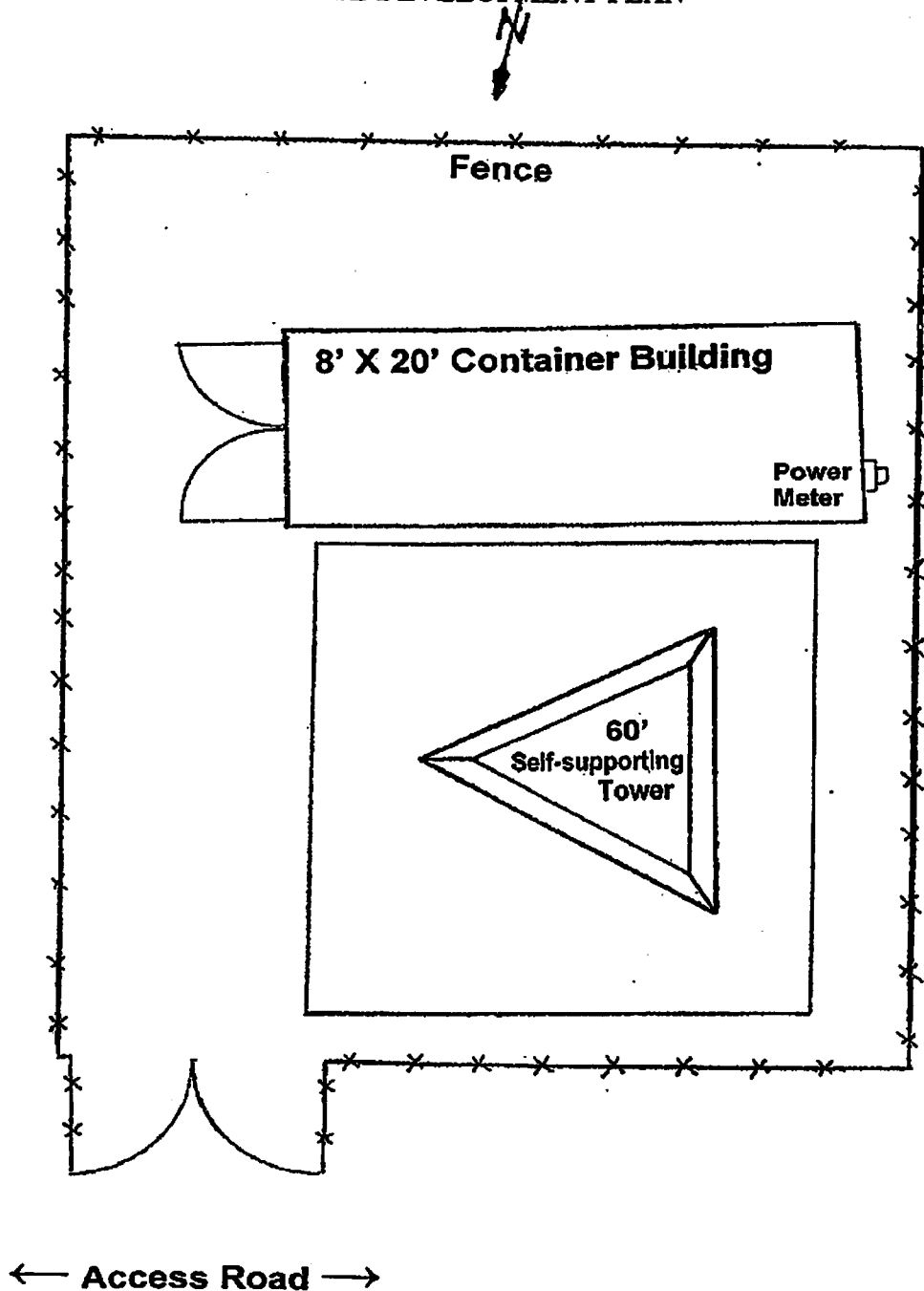
1. The ITP is subject to the provisions of Title 50 *Code of federal Regulations Parts* 10, 13, and 17.
2. Lessee shall immediately notify the Contract Administrator of new locations of permit species covered in the Incidental Take permit (ITP) that are discovered within the area covered by the Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; and Oregon silverspot butterflies. In all circumstances notification must occur within a 24 hour time period.
3. Section 9 of the Endangered Species Act and Federal regulations pursuant to section 4(d) of the Act prohibit the take of endangered and threatened species, respectively, without special exemption. Take is defined as to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect or to attempt to engage in any such conduct. Harm is further defined by the U.S. Fish and Wildlife Service (FWS) to include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding, or sheltering. Harass is defined by FWS as an act or omission which create the likelihood of injury to wildlife by annoying it to such an extent as to significantly disrupt normal behavior patterns which include, but are not limited to, breeding, feeding, or sheltering. Incidental take is defined as take that is incidental to, and not the purpose of, the carrying out of an otherwise lawful activity.
4. Upon locating any live, dead, injured, or sick specimens of any listed species covered by the ITP Lessee shall immediately notify the Contract Administrator. In all circumstances notification must occur within a 24 hour time period. Lessee shall notify the Contract Administrator if there is any doubt as to the identification of a discovered permit species. Lessees may be required to take certain actions to help the Contract Administrator safeguard the well-being of any live, injured or sick specimens of any listed species discovered, until the proper disposition of such specimens can be determined by the Contract Administrator. Any such requirements will be provided to Lessee prior to beginning operations.
5. Lessee shall refer to ITP number PRT-812521 (a copy of the ITP is located for reference in the region office) in all correspondence and reports concerning permit activities.
6. All applicable provisions of the ITP and this schedule must be presented and clearly explained by Lessee to all authorized officers, employees, contractors, or agents of Lessee conducting authorized activities on the Property. Any questions Lessee may have about the ITP should be directed to the Contract Administrator.

## **EXHIBIT H**

### **HCP REQUIREMENTS**

1. The Lessee shall immediately notify the State of new locations of Permit species covered in the Incidental Take permit (ITP) that are discovered within the leased Premises covered by the Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; and Oregon silverspot butterflies. In all circumstances notification must occur within a 24 hour time period.
2. Upon locating any live, dead, injured, or sick specimens of any listed species covered by the ITP within the leased Premises the Lessee shall immediately notify the State. In all circumstances notification must occur within a 24 hour time period. Lessee may be required to take certain actions to help the State safeguard the well being of any live, injured or sick specimens of any listed species discovered, until the proper disposition of such specimens can be determined by the State.
3. Lessee shall refer to ITP number PRT-812521 (a copy of the ITP is located for reference in the region office) in all correspondence and reports concerning Permit activities.
4. All applicable provisions of the ITP and this schedule must be presented and clearly explained by Lessee to all authorized officers, employees, contractors, or agents of Lessee conducting authorized activities on the Property. Any questions Lessee may have about the ITP should be directed to the State.

**EXHIBIT I**  
**SITE DEVELOPMENT PLAN**







HILARY S. FRANZ  
COMMISSIONER OF PUBLIC LANDS

### LEASE AMENDMENT

**AMENDMENT NO. 1 - Lease No. 52-083923      Lessee's Reference: Maynard Lease**

THIS LEASE AMENDMENT is made by and between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and JEFFERSON COUNTY COMMUNICATIONS, ("Lessee"), (collectively referred to as "Parties").

### RECITALS

- A. The Parties entered into Lease No. 52-083923 on file with the Department of Natural Resources in Olympia, Washington ("Original Lease") on January 1, 2009, the "Commencement Date.
- B. The Parties desire to extend the Lease for five (5) years.
- C. State wishes to increase the rent by [REDACTED] for the remaining term of this lease.

The Parties agree as follows:

### **AGREEMENT**

1. Section 1 - Subsection 1.01 Term of the Original Lease reads as follows:

The term of this lease is for Ten (10) years. The Lease shall be made effective on January 1, 2009 (Commencement Date) and end on December 31, 2018 (Termination Date).

Section 1 - Subsection 1.01 Term of the Original Lease is deleted and replaced with:

This Lease shall commence on January 1, 2009, (Commencement Date) and end December 31, 2023 (Termination Date).

2. Section 3 - Subsection 3.01(1) Rent is deleted and replaced with:

1. Rent. Rent is based on a combination of rent for the land and rent related to the equipment used by Lessee or authorized sublessees. Lessee shall pay in advance the rent of [REDACTED] for the period of January 1, 2020 to December 31, 2020, and [REDACTED] annually on January 1<sup>st</sup> thereafter for the remaining term of this lease subject to adjustment as set forth in Sections 3 and 4. Lessee shall pay in arrears [REDACTED] for each sublessee radio unit present on site for the period of January 1, 2020 to December 31, 2020, and annually on January 1<sup>st</sup> thereafter for the remaining term of this lease subject to adjustment as set forth in Sections 3 and 4.

Section 3 - Subsection 3.02 Adjustment is deleted and replaced with:

1. Periodic Adjustment.
  - a. Rent Adjustment. On the first year anniversary of the Commencement Date and on each anniversary of the Commencement Date thereafter, the Rent will increase by [REDACTED]
  - b. Road Use Fee. On the first year anniversary of the Commencement Date and on each anniversary of the Commencement Date thereafter, the Road Use Fee will increase by [REDACTED]
3. **EFFECTIVE DATE.** The amended provisions shall become effective as of the date signed by the Department of Natural Resources below.
4. **NO RELEASE.** State is not releasing any previous Assignor from fully performing the provisions of the Original Lease in effect at the time of such assignment or as otherwise agreed in writing between the State, previous Assignor, and the Lessee.

5. **WARRANTIES.** Lessee represents and warrants to State that (i) the Original Lease is in full force and effect; (ii) Lessee is not in default or breach of the Original Lease; (iii) Lessee has no knowledge of any claims, offsets, or defenses of the Lessee under the Original Lease; and (iv) to the best of Lessee's knowledge, the property is in full compliance with all applicable federal, state, and local governmental permits, rules, ordinances, and laws.

**CONFIRMATION OF LEASE.** All other terms of the Original Lease not inconsistent with this Lease Amendment are hereby affirmed and ratified.

THIS AGREEMENT requires the signature of all parties and is executed as of the date of the last signature below.

**LESSEE:**

JEFFERSON COUNTY COMMUNICATIONS

Signed this <sup>23<sup>rd</sup></sup> ~~12~~ day of Dec, 20 19.   
Authorized Signatory

ADDRESS: 81 Elkins Road  
Port Hadlock, WA 98339

PHONE: (360) 385-3831 Ext. 588

STATE:

STATE OF WASHINGTON, acting by and through the  
DEPARTMENT OF NATURAL RESOURCES

Signed this 23<sup>rd</sup> day of December, 2019, Koshare V. Eagle  
for Duane Emmons, Acting Division Manager  
Product Sales & Leasing



ADDRESS: 1111 Washington St SE  
PO Box 47014  
Olympia, WA 98504-7014

PHONE: 360-902-1600

NOTARIAL CERTIFICATE  
ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF WASHINGTON )  
COUNTY OF CLALLAM )ss

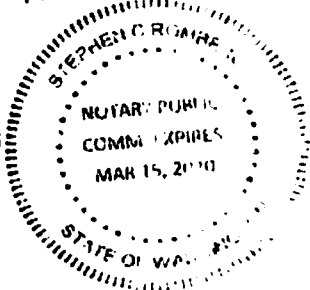
I certify that I know or have satisfactory evidence that KARL HATTON [name(s)]  
[is/are] the person(s) who appeared before me, and said person(s) acknowledged that  
[he/she/they] signed this instrument, and on oath stated that [he/she/they] [was/were]  
authorized to execute this instrument, and acknowledged that [he/she/they] [was/were] the  
EXECUTIVE DIRECTOR [office or title(s)] of JEFFCON 911  
[business name of Lessee] to be the free and voluntary act of such [party/parties] for the uses  
and purposes mentioned in this instrument.

DATED: DECEMBER 23, 2019  
(Seal or Stamp)

Stephen C. Romberg  
NOTARY PUBLIC in and for the  
State of WASHINGTON

My appointment expires 3/15/2020

Amendment 1



4 of 5

Lease No. 52-083923

**NOTARIAL CERTIFICATE  
ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY**

STATE OF WASHINGTON           )  
  )ss  
COUNTY OF THURSTON        )

On this 23<sup>RD</sup> day of December, 2019, personally appeared before me *Koshare Eagle* ~~Duane Simmons~~, to me known to be the Product Sales & Leasing Division Manager of the Department of Natural Resources, State of Washington, who executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington. (Acting)

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



Tracy Schwen  
NOTARY PUBLIC in and for the  
State of Washington  
My appointment expires 4/16/22





DEPARTMENT OF  
NATURAL RESOURCES

PRODUCT SALES & LEASING DIVISION  
1111 WASHINGTON ST SE  
MAIL STOP 47014  
OLYMPIA, WA 98504-7014

360-902-1600  
MLD@DNR.WA.GOV  
WWW.DNR.WA.GOV

December 20, 2019

**TO:** Angus Brodie, Deputy Supervisor for State Uplands

**FROM:** Duane Emmons, Product Sales & Leasing Division Manager

**SUBJECT:** Delegation of Authority

During my absence December 23, 2019 – January 03, 2020, I hereby delegate the authority reserved to the Division Manager for the Product Sales & Leasing Division as set forth in the Delegation Order dated July 17, 2019 to Koshare Eagle, Assistant Division Manager, Product Sales.

This delegation excludes appointing authority and discipline or termination decisions, which are to be referred to you during this period.

cc: Executive Management  
Executive Support  
Division Managers  
Region Managers

**EXHIBIT D – TECHNICAL DATA SHEETS**  
**(See Attached)**

EXHIBIT D  
TECHNICAL DATA SHEET  
For Communication Sites  
*Please complete one data sheet for each radio unit*  
Use F11 to advance to next box.

<b>1. Lessee Information:</b>		<b>2. Chief Engineer or Service Provider Info:</b>	
Lessee Name: Jefferson Transit Authority		Name: Greentree Communications	
Address: 63 Four Corners Rd, Port Townsend WA 98368		Address: PO Box 1105 Sequim, WA 98382	
Phone: (360) 385-4777, ext. 117 (IT Dept)		Phone: (360) 385-4699	
		Emergency Phone: (360) 360-710-2505	
		E-mail: chpalmer@airsignal.org	
<b>3. Premises Information:</b>			
Site Name:		Maynard Hill	
DNR Lease Number:		52-083923	
Location at site: (Site or building name):		JeffCom Site	
Latitude and Longitude:		48-00-59 N, 122-55-31 W <input type="checkbox"/> NAD27 or <input checked="" type="checkbox"/> NAD83	
Elevation of site		2038 ft	

**4. Equipment**

a. FCC/NTIA Call Sign:	WNSD421
b. Date FCC License Issued:	03-30-2005
c. Equipment Manufacturer:	Motorola
d. Model Number:	MTR
e. Class of Service (FCC Symbol):	ABZ89FR5818
f. Type of Emission (FCC Symbol):	20K0F3E
g. Effective radiated power	200 W
h. Transmit output power (watts):	150
i. CTCSS control tone (Hz):	123hz
j. Type of unit (i.e., microwave, cellular, paging, etc.)	LMR
k. Is power on continuously?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
l. If amateur radio operator, is this unit:	<input type="checkbox"/> Voice <input type="checkbox"/> Packet

**5. Units (Transmitter only or Transmitter/Receiver):**

Transmit Frequency (MHZ)	Receive Frequency (MHZ)	Channel
854.4625	809.4625	

EXHIBIT D  
TECHNICAL DATA SHEET  
For Communication Sites

6. Pole (Stick) Antennas

Length (feet)	Location on Tower (i.e., SE Leg)	Height on Tower at Base of Antenna
8'	West Leg	80'

7. Dish Antennas

Diameter (feet)	Location on Tower (i.e., SE Leg)	Height on Tower at Base of Antenna	Beam Path Width (degree)	Beam Path Length (miles)	Azimuth (degrees)	Tilt (deg.)

8. Name of Location beam goes to: \_\_\_\_\_

9. Additional Information: \_\_\_\_\_

10. Lease Summary Information: \_\_\_\_\_

Lessee's Lease reference Number: \_\_\_\_\_

Total Number of Radio Units: 1

(a unit is 1 transmitter/receiver, count receive only as 1/2, count transmit only, as 1)

Total Square Feet of Floor Space used \_\_\_\_\_ in DNR buildings only

Lessee Signature [Signature] JTA IT Date 4-22-21  
DNR Signature \_\_\_\_\_ Date \_\_\_\_\_