

Coulee City Radio Site License Agreement

Contract ID: 430-3720B

Between

Multi Agency Communications Center

And

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



Coulee City Radio Site License Agreement

This **Coulee City Radio Site License Agreement**, Contract ID **430-3720B** ("License"), is made this 11th day of December, 2013 ("Effective Date"), between Multi Agency Communications Center, an Interlocal Agency formed under RCW Ch. 39.34, with its principal offices located at 6500 32nd Avenue NE, Suite 911, Moses Lake, Washington 98837 ("Licensor"), and Public Utility District No. 2 of Grant County, Washington, with its principal offices at 30 C St. SW, P.O. Box 878, Ephrata, WA 98823 ("Licensee"). Licensor and Licensee are at times herein collectively referred to as "Parties" or individually as the "Party."

RECITALS

WHEREAS, Licensor entered into the Prime Lease with Howard McDonald ("Prime Lessor") on September 9, 2009, pursuant to which Licensor leases the Premises from Prime Lessor; and

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

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

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

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

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

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

"**Easements**" shall consist of both an "**Access Easement**", defined as a non-exclusive easement across the Property for pedestrian and vehicular ingress and egress to the Premises for the purpose of accessing, maintaining, and repairing the communications facility; and a "**Utility Easement**" defined as a non-exclusive easement across the Property granted to Licensor under the Prime Lease for the installation and maintenance of utilities to and from the Premises. The Access Easement and Utility Easement are shown on **Exhibit B-1 – Easements**.

"**Hazardous Substance**" shall be interpreted broadly to mean (i) any substance or material defined or designated as hazardous or toxic waste, (ii) hazardous or toxic material, (iii) hazardous or toxic

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

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

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

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

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

"Prime Lease" is the *"Radio Site Lease Agreement"* entered into between Licensor and Howard McDonald which commenced on September 1st, 2009, and expires on August 31st 2029, as amended by that certain First Amendment to Radio Site Lease Agreement dated October 21, 2013, and as the Prime Lease may be further amended, modified or renewed from time to time, or any agreement replacing the current Prime Lease, governing Licensor's use of the Property (attached as **Attachment A – Prime Lease**).

"Property" is defined as Douglas County APN 25280710000 with a street address of 1884 Rd 5 NE, Coulee City, WA, as shown on **Exhibit A – Legal Description of Property** to this License.

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

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

2. **License.** Licensor hereby licenses to Licensee the Licensed Facilities subject to the terms and conditions contained herein.

3. **Effective Date.** This License shall be effective as of the Effective Date above.
4. **Term.** Subject to the Prime Lease, the initial term of this License shall be for five (5) years ("Initial Term"), and shall commence on the Effective Date, and shall expire at midnight five (5) years from the Effective Date, and shall be subject to;
 - a. **Extension Term(s).** Provided that Licensee is in good standing, and not in Breach or Default, and subject to the Prime Lease, this License shall automatically extend for five (5) consecutive five (5) year terms (each, an "Extension Term") unless either Party gives the other Party written notice of the intent to terminate this License at least six (6) months prior to the end of the then current term. Each Extension Term shall automatically commence immediately following the expiration of the prior term, and shall expire at midnight five (5) years from the commencement of such Extension Term.
 - b. **Hold-Over Term.** Licensee shall **NOT** have the right to holdover the Licensed Facilities beyond the expiration or termination of this License unless agreed to, in writing, by Licensor.
5. **License Fee.** The License Fee for the first (1st) year of the License shall be Eight Thousand and ⁰⁰/₁₀₀ Dollars (\$8,000.⁰⁰/₁₀₀) per year ("License Fee") to be paid within thirty (30) calendar days of the Effective Date of this License.
 - a. **Increases.** Beginning with the second (2nd) year of the License, and every year thereafter, the annual License Fee shall increase by four percent (4%) over the preceding year's License Fee. Each annual License Fee shall be paid in advance, due and payable on each anniversary of the Effective Date.
6. **Other Fees.**
 - a. Licensee shall reimburse to Licensor any and all fees assessed by, or owed to, the Prime Lessor or others, that have been paid by Licensor for Licensee's use and operation of the Licensed Facilities upon the Premises including, without limitation;
 - i. fees owed to the Prime Lessor for revenue sharing, as specified in the Prime Lease, Paragraph 18 - Assignment, Mortgage, and Sublease (as such paragraph may be modified, relocated, or replaced from time to time), the cost of which shall be passed through from Licensor to Licensee and shall be considered a "fee" reimbursable to Licensor by Licensee.
 - ii. any assessments, including Washington Leasehold Excise Tax (if applicable), to the extent that such fees or other charges are directly attributable to Licensee's use (or equitable proration thereof) of the Premises.
 - b. For any Modification (as defined below) to the Licensee Equipment upon the Tower Facilities, Licensee shall pay to Licensor a fee for contract administration and application in the amount of Two Thousand Five Hundred Dollars and ⁰⁰/₁₀₀ (\$2,500 ⁰⁰/₁₀₀) for the administration of this License and each and any subsequent amendment that may be requested by Licensee in connection with this License. Further, Licensee shall pay, as a fee,

to Licensor the cost and administration of any structural reports, studies or other cost associated with Tower upgrades that are a result of Licensee's use of the Premises. These amounts shall be due and payable in full within thirty (30) calendar days from Licensor's invoice date.

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

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

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

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

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

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

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

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

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

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

 - b. **Modifications to Licensee Equipment.** Prior to making any Modification to the Licensed Facilities, Licensee shall submit a Site Application to Licensor, together with a fee for contract administration as contained herein. Additional analysis may be required by

Licensor in connection with the proposed Modification, including, without limitation, a structural analysis and intermodulation study. Any required analysis or study shall be ordered by Licensor, and Licensee shall reimburse to Licensor the full cost of such analysis or study within thirty (30) calendar days of the date of Licensee's receipt of Licensor's invoice.

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

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

Licensee's access to the Licensed Facilities; (iv) conflict with any express terms of this License; or (v) adversely and materially increase Licensee's financial obligations under this License. Licensee shall have thirty (30) calendar days after the receipt of the updated SIOPI to notify Licensor of any adverse effect of such modifications, or any conflict between the terms of this License and such revised SIOPI. The revised SIOPI shall be effective thirty (30) calendar days after notice has been given to Licensee as provided herein, and at such time, the revised SIOPI shall be incorporated into and be considered part of, this License.

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

10. **Electrical Power and Telecommunications Service.**

- a. **Electrical Power.** During the term of this License, Licensee shall have access to Licensor's electrical circuits for provision of power to the Licensee Equipment. Licensee's use is limited to the use of DC circuit 18 providing 30A of 48VDC power, and the use of AC circuit 32 providing 20A of 120VAC power ("Electrical Power").
 - i. At all times the primary electrical service to the Premises will be in Licensor's name and provided solely by Licensor. Licensee shall not have the right to install its own Temporary Power device upon the Licensed Facilities.
- b. **Network Service.** Network service shall be provided as set forth in **Attachment B – Network Service Agreement**, as it may be amended from time to time. The modification, expiration or termination of such Network Service Agreement shall not affect the validity or enforceability of this License in any way.

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

11. **Governmental Approvals.** Licensee represents and warrants that as of the Effective Date of this License, and at all times during the term of this License, including any Extension Terms hereof, that it will have full power and authority from all required governmental agencies, including the FCC, to operate the Licensee Equipment and maintain the Licensed Facilities as permitted under

this License. Licensee may not install or operate the Licensee Equipment until such approvals are obtained.

12. **Assignment.**

- a. This License may be assigned or transferred by Licensee to Licensee's principal, a subsidiary of its principal, or to any entity that acquires all or substantially all of Licensee's assets by reason of a merger, acquisition or other business reorganization.
- b. Except as specified in Paragraph 12(a), this License may not be assigned or transferred by Licensee to any party without the prior written consent of Licensor, which consent may be withheld, delayed, conditioned or denied, in Licensor's sole discretion.

13. **Sublicensing.** Licensee may not sublet all or any portion of the Licensed Facilities, nor allow any portion of the Licensed Facilities to be used by another party without the prior written consent of Licensor, which consent may be withheld, delayed, conditioned or denied, in Licensor's sole discretion.

14. **Interference.** Licensee agrees to install and operate Licensee Equipment of the type and frequency that will not cause interference, electrical or physical, to any equipment of Licensor or Licensor's other tenants, or to any other tenants at the Property. In the event the Licensee Equipment causes any interference, Licensee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, powering down the interfering Licensee Equipment and only powering up the interfering Licensee Equipment for intermittent testing until such interference is resolved.

- a. In the event Licensee does not resolve the interference, or power down the interfering Licensee Equipment within forty-eight (48) hours of receipt of Licensor's notice of such interference, Licensor shall have the right to any or all of the following options:
 - i. terminate power to the interfering Licensee Equipment.
 - ii. move the interfering Licensee Equipment to such location as required to resolve any interference.
 - iii. disconnect any associated cabling as is required to resolve or relocate the interfering Licensee Equipment.

The Parties agree that Licensor, and/or any of Licensor's current or future tenants on the Premises, will be permitted to install only such equipment that is of the type and frequency that will not cause harmful interference to the then-existing Licensee Equipment. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph 14 – Interference and therefore, either Party shall have the right to all legal and equitable remedies, such as, without limitation, injunctive relief and specific performance.

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

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

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

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

16. **Subordination.**

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

17. **Liens.** Licensee shall not suffer or permit any lien to be filed against the Property, Premises, Licensee Equipment, Licensed Facilities, or Easements, or any part thereof by reason of work,

labor, services, supplies or materials requested, and/or claimed to have been requested by Licensee; and if any such lien shall at any time be so filed, Licensee shall cause it to be canceled and discharged of record within thirty (30) calendar days after Licensee's receipt of a notice of the filing thereof.

18. **Termination.** Except as otherwise provided herein, this License may be terminated, without penalty or further liability, as follows:
- a. By Licenser upon one hundred eighty (180) calendar days prior written notice to Licensee.
 - b. By Licensee upon thirty (30) calendar days prior written notice if it is unable to obtain or maintain any license, permit or other approval necessary to the operation of Licensed Facilities or the Licensee's use thereof, provided that payment of License Fees and Other Fees are made in full for the entire duration of the then current term.
 - c. By Licensee upon thirty (30) calendar days prior written notice if the Licensed Facilities are or become unacceptable under Licensee's design or engineering specifications for its use of the Licensed Facilities, provided that payment of License Fees and Other Fees are made in full for the entire duration of the then current term.

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

19. **Removal of Licensed Facilities Upon Termination.** Within ninety (90) calendar days of expiration or termination of this License, regardless of the reason for termination ("Removal Period"), Licensee shall restore the Licensed Facilities to its prior condition, normal wear and tear excepted, including the removal of all Licensee Equipment. During the Removal Period, Licensee shall be responsible for payment of all License Fees and Other Fees at the then-current rate until such removal and restoration is complete. In no case shall Licensee be entitled to operate the Licensed Facilities, or receive or transmit therefrom, beyond the expiration or termination of this License or during the Removal Period.
- a. In the event Licensee does not cease operations of the Licensee Equipment within forty-eight (48) hours of the expiration or termination of this License, Licenser shall have the right to terminate the operations of the Licensee Equipment by using reasonable means including, but not limited to, terminating power to the Licensee Equipment, or disconnecting antenna cabling.
 - b. If Licensee fails to remove the Licensee Equipment from the Licensed Facilities within the Removal Period, all Licensee Equipment shall be deemed abandoned and Licenser may remove Licensee Equipment using any method Licenser deems reasonably necessary, and shall (i) secure storage from a commercial storage provider, or (ii) dispose of the Licensee Equipment in any manner Licenser deems reasonably necessary, or (iii) take possession of the Licensee Equipment and such Licensee Equipment will become the property of Licenser. Licensee shall bear all costs associated with the removal, storage and disposal of any abandoned Licensee Equipment and shall reimburse Licenser for any costs incurred by Licenser for removing, storing or disposing such abandoned Licensee Equipment, within thirty (30) calendar days of Licensee's

receipt of Licensor's invoice. This paragraph shall survive expiration or termination of this License.

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

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

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

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

21. **Insurance.** Licensee shall maintain worker's compensation in statutory amounts. Licensee shall maintain the following insurance: (i) commercial general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of Two Million and No/100 Dollars (\$2,000,000); employer's liability insurance with combined single limits of Two Million and No/100 Dollars (\$2,000,000); automobile liability insurance insuring against claims for bodily injury or property damage with combined single limits of One Million and No/100 Dollars (\$1,000,000); and all risk property insurance covering the Licensee Equipment and all personal property of Licensee located on the Licensed Facilities for full replacement value. Licensee shall provide Licensor with evidence of such insurance in the form of a certificate of insurance prior to obtaining occupancy of the Licensed Facilities and throughout the Initial Term of this License or any Extension Term. Except for Workmen Compensation and Professional Liability Insurance, the Licensor, its officials, officers, employees, and agents shall be designated as additional insured parties. Any required insurance coverage shall be obtained from an insurance provider authorized to do business in the State of Washington and shall be rated A or better in the most current publication of Best's Financial Strength Rating Guide. Licensee shall provide Licensor with thirty (30) calendar days' prior written notice of any change, modification, or cancellation in coverage, along with a current

certificate of insurance, if applicable. Licensor may, at Licensor's sole discretion, review the insurance requirements contained in this Paragraph within six (6) months of the expiration of the Initial Term of this License, or any Extension Term. If Licensor determines that the insurance required under this Paragraph is insufficient, Licensor may provide notice to Licensee, no later than sixty (60) days prior to the expiration of the current term, of any new insurance requirements, and such new insurance requirements shall be effective upon commencement of the following term.

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

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

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

23. **Condemnation.** If a condemning authority takes all of the Property, or a portion sufficient, in Licensee's sole determination, to render the Licensed Facilities reasonably unsuitable for the operation of the Licensee Equipment, Licensee shall deliver notice of termination to Licensor, and this License shall terminate upon the earlier of:

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

authority.

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

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

24. **Title and Quiet Enjoyment.** Licensor represents and warrants to Licensee, as of the Effective Date of this License, that Licensor is seized of good and sufficient title and interest to the Premises and has full authority to enter into and execute this License. Licensor shall obtain any consent that may be required from the Prime Lessor for Licensee's use of the Premises, if applicable. Licensor further covenants that there are no liens, judgments or impediments of title on the Premises affecting Licensor's interest in the Premises, and that there are no covenants, easements or restrictions on the Premises that prevent or adversely affect the use or occupancy of the Licensed Facilities by Licensee as set forth above. Licensor further warrants that upon Licensee paying the License Fee and any Other Fees and observing and performing all the terms, covenants and conditions of this License, Licensee shall have the quiet enjoyment of the Licensed Facilities during the Initial Term of this License and any Extension Term, and;
- a. Within thirty (30) calendar days of the Effective Date, Licensee has the right to obtain a title report or commitment for a licensehold title policy from a title insurance company of its choice. If, in the reasonable opinion of Licensee, such title report shows any defects of title or any liens or encumbrances that may adversely affect Licensee's use of the Licensed Facilities, Licensee shall have the right to terminate this License upon written notice to Licensor. If Licensee fails to or elects not to obtain such title report within such thirty (30) day period, Licensee shall have waived the right to terminate the License pursuant to this paragraph.
 - b. The Parties agree that the survey attached on **Exhibit B**, and recorded on the Property as Assessor File Number 3137091, shall be sufficient for the purposes of this License.
25. **Breach.** In the event there is a Breach by either Party under this License, the non-breaching Party shall give the breaching Party written notice of such Breach. The occurrence of any one or more of the following events by either Party constitutes a "**Breach**" of this License:
- a. The failure of Licensee to pay the License Fees, Other Fees, or any other payment due under this License when such payment is due.
 - b. The failure of Licensee, its agent(s), subcontractor(s) or employee(s) to perform or observe any provision of this License.
 - c. The misrepresentation by either Party in any of the representations or warranties contained herein.
26. **Remedies in the Event of a Breach.** After receipt of written notice of a Breach, the breaching

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

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

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

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

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

- a. **Licensor’s Remedies.** In the event of a Default by Licensee, Licensor may, but shall not be required to, pursue all or any of the following remedies:
 - i. Terminate this License without further liability, except as stated herein. Upon such termination, all License Fees and Other Fees due for the remainder of the then-current term shall be immediately due and payable, and
 - ii. Make any payment required of Licensee herein or comply with any term, covenant or condition required hereunder to be performed by Licensee, including the obtaining of reasonably required insurance policies, and
 - iii. Pursue any other rights and remedies available at law or in equity but subject to the limitations in this License, except as expressly provided otherwise, and
 - iv. Re-enter the space licensed to Licensee and treat this License as subsisting and recover from Licensee all License Fees and Other Fees due under this License, and
 - v. Relicense the space licensed to Licensee. Licensee shall not be entitled to a reimbursement of any fee paid by any replacement tenant upon the Licensed Facilities, and

- vi. The Parties have entered into or will enter into other agreements as initially set forth on **Exhibit E – Other Agreements**, as may be amended from time to time (“**Other Agreements**”). Any Default in payment and/or performance of any material obligation under any current or future Other Agreements beyond any grace or cure periods in the applicable agreement may, at Licensor’s option, constitute a Default under this License and shall be subject to any and all remedies afforded herein. Except as may otherwise be agreed upon in writing by both Parties, the termination or expiration of any current or future Other Agreements may, at Licensor’s option, result in the simultaneous termination or expiration of this License. Upon the modification or termination of any current or future Other Agreements, or upon the execution of a new agreement between the Parties, Licensor may amend **Exhibit E** to accurately reflect the complete list of Other Agreements. Such amended **Exhibit E** shall be effective upon delivery of the amended **Exhibit E** to Licensee by Licensor and shall not require signature by either Party in order for the amended **Exhibit E** to be deemed effective.
- b. **Licensee’s Remedies.** In the event of a Default by Licensor, Licensee may, but shall not be required to, pursue all or any of the following remedies:
- i. Terminate this License without further liability, except as otherwise stated herein, and
 - ii. Pursue any other rights and remedies available at law or in equity but subject to the limitations in this License, except as expressly provided otherwise, and
 - iii. Cure any defaults in the payment of any mortgage or other real property interest encumbering the Premises. Upon doing so, Licensee shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest.

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

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

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

At all times during this License, including during a Breach, all undisputed fees, including the

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

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

29. **Miscellaneous.**

- a. Time is of the essence in each and every provision of this License.
- b. In any litigation arising hereunder, each Party shall pay its own attorneys' fees and court costs, including appeals, if any. The Parties agree that the venue of any legal action brought under the terms of this License shall be Grant County Superior Court. This License shall be construed in accordance with the Laws of the State Washington.
- c. Each Party agrees to furnish to the other, within fifteen (15) calendar days after receipt of such request, such truthful estoppel information as the other may reasonably request.
- d. This License constitutes the entire agreement and understanding of the Parties, and supersedes all offers, negotiations, interlocal agreements or amendments, licenses, and other agreements between the Parties with respect to the subject matter hereof. There is no representation or understanding of any kind not set forth herein. Except as specified herein regarding **Exhibit D – Site Installation and Operating Practices and Exhibit E – Other Agreements**, any modifications or amendments to this License must be in writing and executed by both Parties.
- e. Nothing contained in this License shall be construed to create a joint venture, partnership, tenancy-in-common, joint tenancy relationship, or any other type of relationship between Licensee and Licenser.
- f. If either Party is represented by a real estate broker, attorney or consultant in this transaction, that Party shall be fully responsible for any fee(s) due, and shall hold the other Party harmless from any claim for compensation by such other Party.
- g. The Parties warrant and represent to each other that they have had representation by legal counsel or have had the opportunity to be represented by legal counsel during all stages in the negotiation of this License. The Parties further agree that they have participated in the negotiating and drafting of this License and stipulate that this License shall not be construed more favorably with respect to either Party.

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

To Licensor:

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

with Copy to:

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

To Licensee:

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

with Copy to:

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

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

Exhibit A	Legal Description of Property
Exhibit B	Licensor Premises
Exhibit B-1	Easements
Exhibit C	Licensed Facilities - Tower Facilities
Exhibit C-1	Licensed Facilities - Building Facilities
Exhibit D	Site Installation and Operating Practices
Exhibit E	Other Agreements
Attachment A	Prime Lease
Attachment B	Network Service Agreement
Attachment C	Memorandum of Coulee City Radio Site License Agreement

[SIGNATURES APPEAR ON NEXT PAGE]

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

Licensors:

Multi Agency Communications Center

By: Jackie A. Jones

Name: Jackie A. Jones

Its: **Director**

Date: 12/11/13

Licensee:

Public Utility District No. 2 of Grant County,
Washington

By: Andrew Munro

Name: Andrew Munro

Its: Director of Customer Service

Date: 12-06-13

Multi Agency Communications Center
as to form only

by: _____

Katherine Kenison
its **Attorney**

NOTARY BLOCK – Multi Agency Communications Center

STATE OF WASHINGTON)
) SS.
COUNTY OF GRANT)

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

Dated: 12-11-13



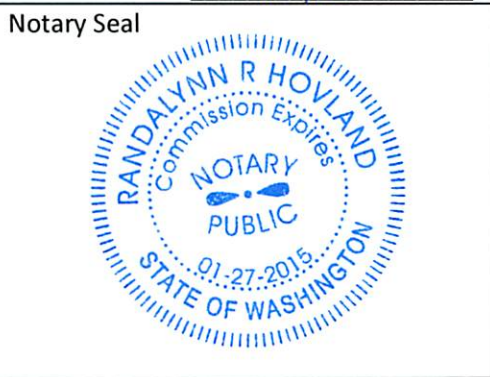
Jennifer M. Kriete
(Signature of Notary)
Jennifer M. Kriete
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires: 02-25-14

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

STATE OF WASHINGTON)
) SS.
COUNTY OF GRANT)

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

Dated: 12/4/13



Randalynn R. Hovland
(Signature of Notary)
Randalynn R. Hovland
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires: 1/27/2015

12-11-13

Jennifer M. Kritec
Jennifer M. Kritec

02-25-14

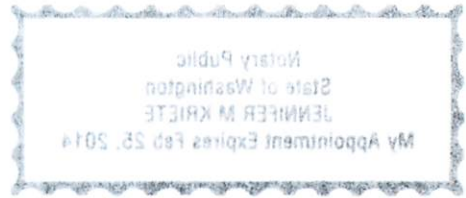


Exhibit A
Legal Description of Property

The Property is Douglas County APN 25280710000 located at street address 1884 Rd 5 NE, Coulee City, WA.

The legal description for the Property is: The Northeast Quarter of Section 7, Township 25 North, Range 28 East, W.M.

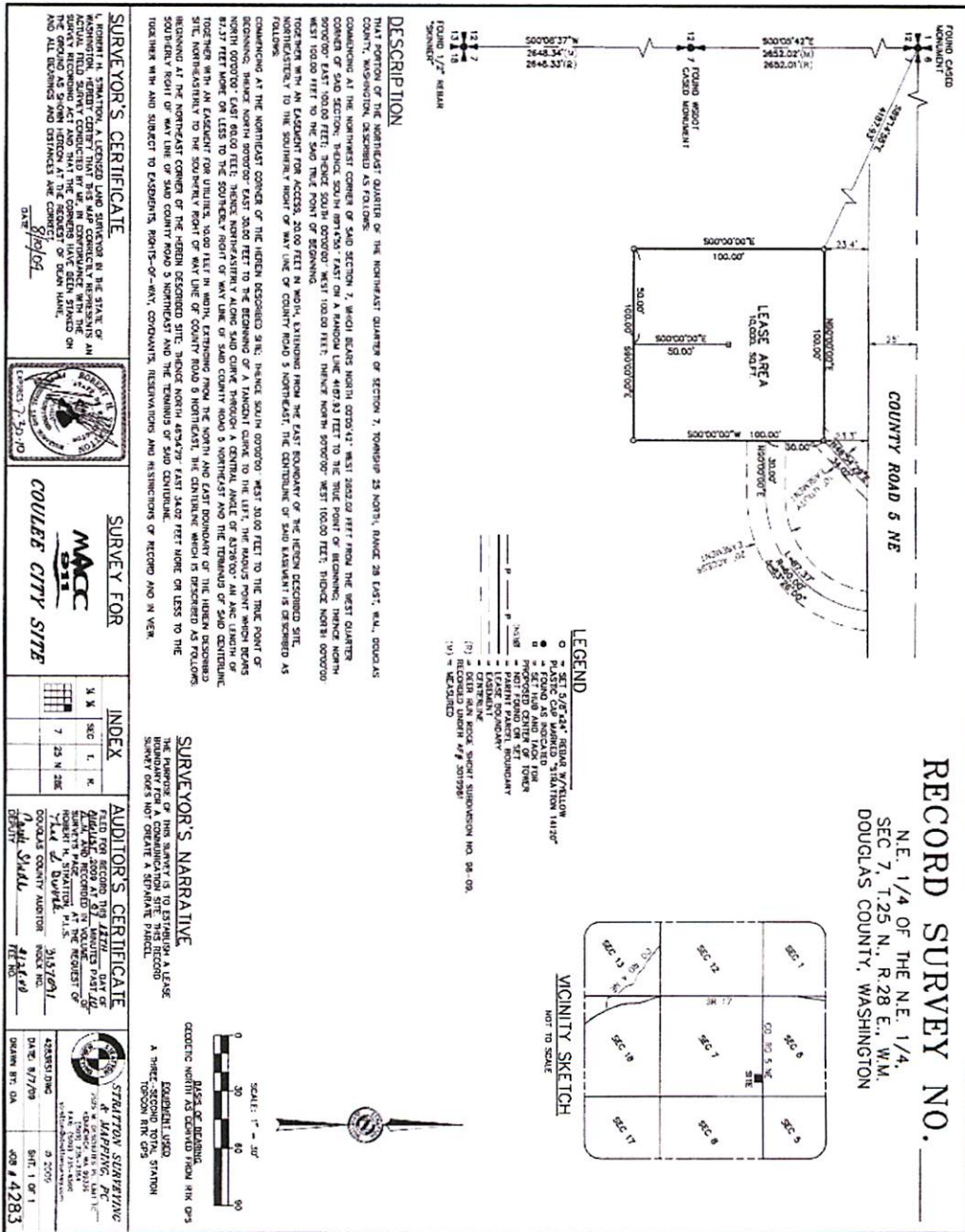
Douglas County APN 25280710000 is further depicted in the drawing below.



**Exhibit B
Licensor Premises**

Licensor's Premises are described in the Prime Lease to be "A 100 foot by 100 foot parcel of land located on Section 7, Township 25 North, Range 28 E.W.M. in Douglas County, Washington, further identified as APN 25280710000 in the office of the Douglas County Assessor" and depicted on a survey recorded on said parcel as Assessor File Number ("AFN") 3137091 including Easements for ingress and egress as shown on Exhibit B-1.

The referenced survey recorded in Douglas County AFN 3137091 is shown below:



**Exhibit B-1
Licensor Premises**

Easements

The Access Easement on the Property is described in the Prime Lease as:

20 feet in width, extending from the east boundary of the herein described site, northeasterly to the southerly Right of Way line of County Road 5 Northeast, the centerline of said easement is described as follows:

Commencing of the northeast corner of the herein described site; thence South 00 degrees 00minutes 00 seconds West 30 feet to the true point of beginning; thence North 90 degrees 00 minutes 00 seconds East 30 feet to the beginning of a tangent curve to the left, the radius point which bears North 00 degrees 00minutes 00seconds East 60 feet; thence northeasterly along said curve through a central angle of 83 degrees 26 minutes 00 seconds an arc length of 87.37 feet more or less to the southerly Right of Way line of said County Road 5 Northeast and the terminus of said centerline.

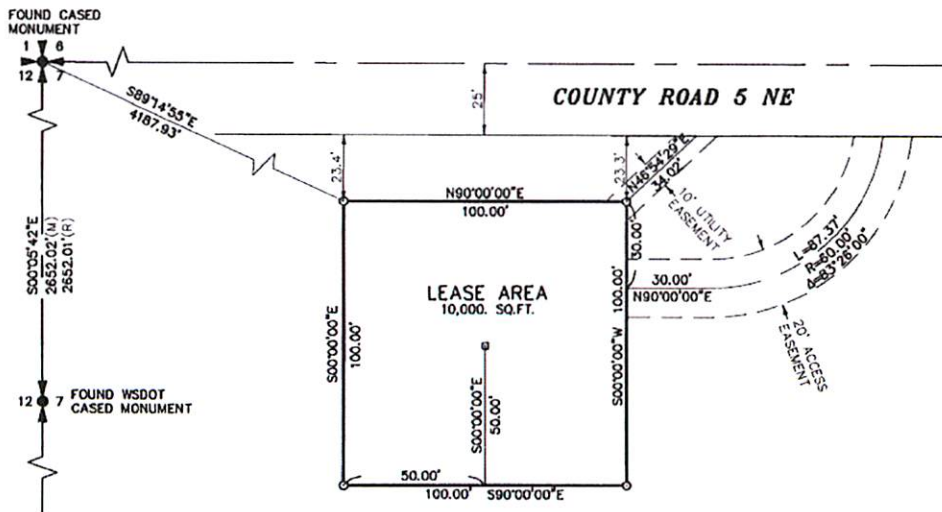
Utility Easement

The Utility Easement is described in a survey recorded as Assessor File Number 3137092 on Douglas County APN 25280710000 as:

TOGETHER WITH AN EASEMENT FOR UTILITIES, 10.00 FEET IN WIDTH, EXTENDING FROM THE NORTH AND EAST BOUNDARY OF THE HEREIN DESCRIBED SITE, NORTHEASTERLY TO THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 5 NORTHEAST, THE CENTERLINE WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE HEREIN DESCRIBED SITE; THENCE NORTH 46°54'29" EAST 34.02 FEET MORE OR LESS TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 5 NORTHEAST AND THE TERMINUS OF SAID CENTERLINE. TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD AND IN VIEW.

Licensee shall **NOT** have access to the Utility Easement.

The Access and Utility Easements are further depicted in a survey recorded as Assessor File Number 3137092 on Douglas County APN 25280710000 as shown below:



**Exhibit C
Licensed Facilities**

Tower Facilities

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

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

Antennas

<u>Qty.</u>	<u>Antenna Type</u>	<u>Make</u>	<u>Model</u>	<u>Dimensions</u>	<u>Mount Location</u>	<u>Centerline Height</u>	<u>Weight</u>
1	Dual Omni	dBSpectra	DS8A06F36D-N	11.4’ x3.2”	South Leg	92.9	31 lbs
1	GPS	Spectracom	8225	4”	Ice Bridge		6.8 oz

Coax & Diplexers

<u>Qty.</u>	<u>Type</u>	<u>Make</u>	<u>Model</u>	<u>Size</u>	<u>Height</u>	<u>Weight</u>
2	Heliac	Andrew	AVA5-50	7/8”	90’	.30lb/ft

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

Licensed Frequencies

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

<u>Transmit Frequencies</u>	857.2625	859.2625
<u>Receive Frequencies</u>	812.2625	814.2625

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

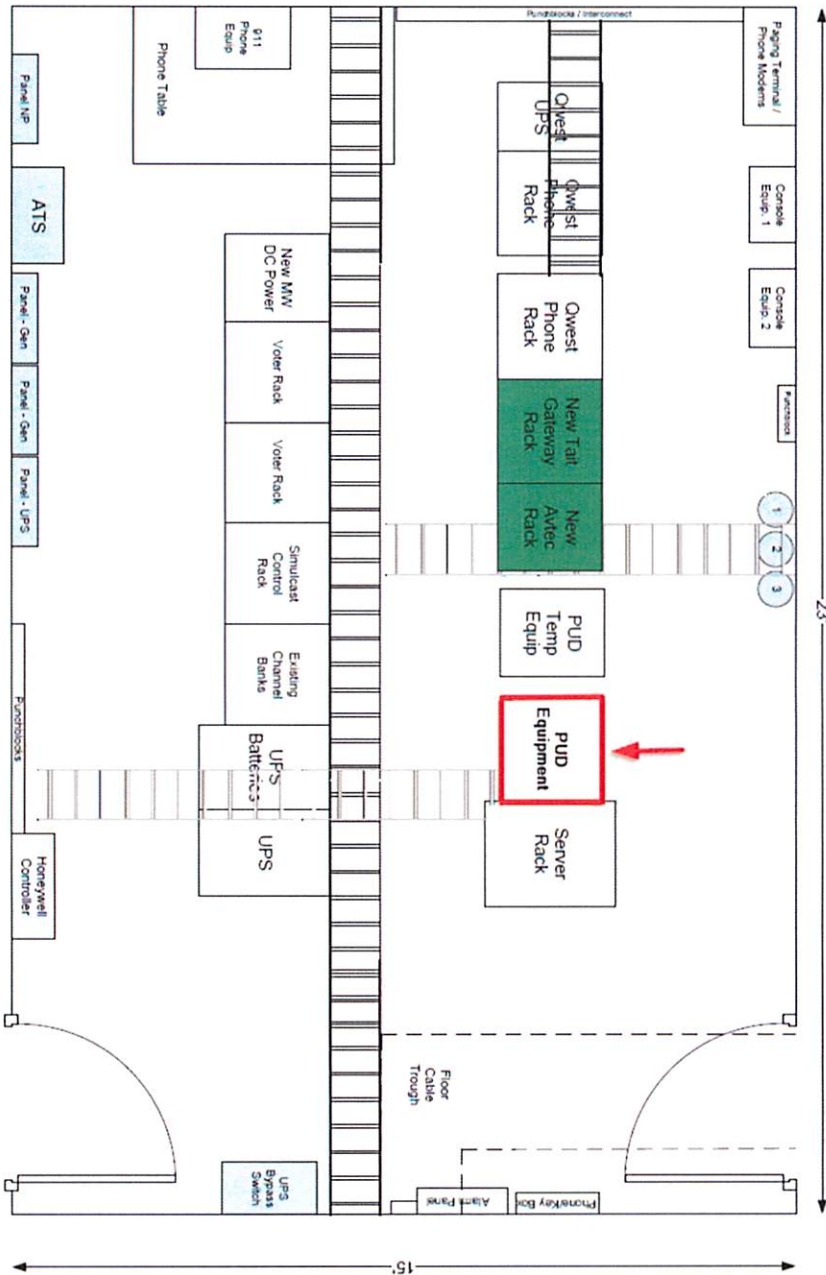
Building Facilities

Licensee's use within the building located at 1884 Rd 5 NE, Coulee City, WA shall be limited to the following portions of the Premises ("**Building Facilities**"):

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

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

Building Facilities



MACC Equipment Room Layout

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

Building Facilities

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

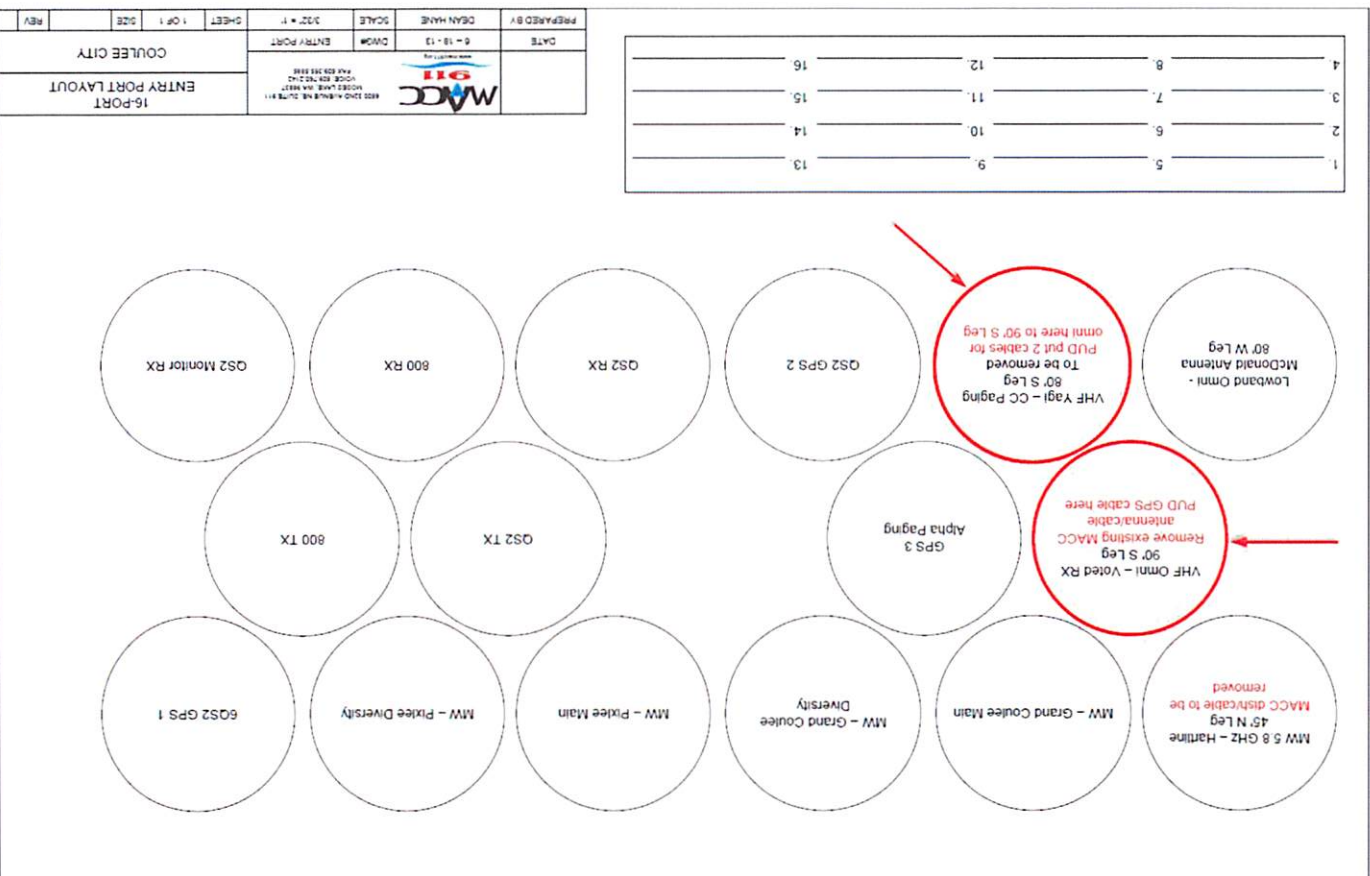


Exhibit D
Site Installation and Operating Practices
(Page 1 of 4)

MULTI AGENCY COMMUNICATIONS CENTER RADIO COMMUNICATIONS SERVICES
SITE AND FACILITY STANDARDS

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

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

Transmitter/Receiver Filtering Standards

All fixed transmitting and receiving equipment installed within Multi Agency Communications Center facilities shall employ isolators or similar devices and band pass filtering or alternative band pass filtering (such as using window filters for broadband services like PCS) which accomplishes the same objectives. These devices are intended to minimize spurious radiation, receiver local oscillator leakage and transmitter and receiver inter-modulation products.

1. Transmitters in the 108 to 225 MHz range shall have a band pass filter providing a minimum of 15 dB of attenuation 1.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation.

2. Transmitters in the 400 to 512 MHz range shall have a band pass filter providing a minimum of 20 dB of attenuation 2.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation. Window filtering with broader responses may be authorized on a case by case basis.

3. Transmitters in the 512 to 746 MHz range shall have a band pass filter providing a minimum of 20 dB of attenuation 2.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation.

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

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

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

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

7. Except as to commercial wireless companies operating LTE, CDMA, GSM, or HSPA+ technologies, a band reject duplexer may not be used unless accompanied by the required band pass cavities. A pass reject duplexer may be used, provided the duplexer band pass characteristics meet the minimum requirements for transmitter band pass filtering.

Site Engineering Standards and Site User Practices

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

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

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

3. Use of constant impedance connectors shall be required. Type 'N,' BNC or 7/16 DIN connector types are typical constant impedance connectors. Adapters shall not be used for permanent connections.

4. All equipment shall be properly grounded. Grounding shall be performed by grounding the radio equipment manufacturers designated equipment ground and shall be tied to the radio facility equipment ground, preferably using flat copper strap or copper braid. The AC line ground shall also be used to provide the protective ground. Use of three-wire to two-wire adapters shall be prohibited. The Manager of the Multi Agency Communications Center Radio Communications Services shall identify the radio facility ground point.

5. All transmission lines shall be fastened to towers, cable trays and other site attachment points using manufactured hardware designed for the purpose. All transmission lines shall be grounded as the cross tower ground bus bars and before entry into the radio facility and shall pass through Multi Agency Communications Center approved lightning protection equipment. Use of cable ties, tie-wraps and similar attachment hardware is generally discouraged but may be permitted on a case by case basis. Use of non-insulated metallic ties shall be strictly prohibited. Non-insulated transmission lines shall not be used in Multi Agency Communications Center facilities. Non-insulated rigid wave guide is acceptable when properly attached using rigid attachment hardware.

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

7. All loose metallic objects shall be removed from the facility at the conclusion of any work performed on-site. Metallic trash shall be removed from the facility entirely.

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

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

9. Interference problems resulting from a user to the Multi Agency Communications Center facility shall be the responsibility of the interfering tenant to resolve. Significant Interference may require that a licensee cease operation until the Interference problem can be resolved. Should the problem not be resolvable to the satisfaction of the Multi Agency Communications Center Radio Communications Manager, the interfering tenant may be unable to use the facility.

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

11. Equipment that presents an immediate hazard to the facility or individuals working on or at the facility, may require deactivation until the hazard is removed. High power transmitters may also need to be deactivated when maintenance of the facility is being performed. The licensee shall be notified in advance of any such deactivation.

12. All Multi Agency Communications Center radio facilities are protected by locked doors and most have alarm systems. In some cases, on-site alarms are not obvious. Exceptions include sites with segregated 'guest space' where alarm systems may not be provided. For those facilities with alarms, prior notification of Multi Agency Communications Center Radio Communications Services shall be required before sites may be entered. Activation of a facility alarm shall result in the dispatch of police officers, the cost of which shall be borne by the tenant activating the alarm without providing prior notice of entry.

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

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

15. Special on-site uses may be subject to additional limitations beyond those described herein. Special site users shall be notified of such additional limitations in writing.

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

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

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

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

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

**Exhibit E
Other Agreements**

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

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

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

**Attachment A
Prime Lease**

Prime Lease

RADIO SITE LEASE AGREEMENT

THIS LEASE made this 9th day of Sept 2009, 2009, by and between MULTI AGENCY COMMUNICATIONS CENTER, (MACC) (hereinafter called LESSEE), and HOWARD MCDONALD, (hereinafter called LESSOR):

RECITALS:

WHEREAS, LESSOR is a private party in Douglas County, State of Washington; and
WHEREAS, LESSEE is an Interlocal agency formed under Chapter 39.34 Laws of the State of Washington; and

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

WHEREAS, the Premises described herein is not in the current use by Lessor; and

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

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

WITNESSTH:

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

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

A 100 foot by 100 foot parcel of land located on Section 7, Township 25 North, Range 28 E.W.M., in Douglas County, Washington, further identified as Parcel NO. 25280710000 in the office of the Douglas County Assessor. See Exhibit A for legal description and map of leased area.

2. **TERM:** The term of this Lease shall be for twenty (20) years commencing on the 1st of September 1, 2009, and shall terminate on the 31st day of August 2029, except as set forth herein.

3. **OPTION OF RENEW:** This Lease may be renewed at the end of the first twenty year term. The terms of the next Lease period shall be re-negotiated at that time. The re-negotiation period shall be ninety (90) days and shall be the ninety (90) days immediately preceding the last ninety (90) days of the initial twenty (20) year lease period. LESSEE shall have the right to terminate the Lease and not extend for any additional lease period by giving one-hundred eighty (180) days advance written notice to the LESSOR prior to the expiration of the current term. If LESSEE gives such notice, then this LEASE shall have the right to terminate upon the expiration of the then current term. LESSOR shall have the right to terminate the Lease and not re-negotiate for any additional period giving one hundred eighty (180) days advance written notice to the LESSEE prior to expiration of the current term. If LESSOR gives such notice, then this LEASE shall terminate upon the expiration of the current term.

RADIO SITE LEASE AGREEMENT

4. RENT: LESSEE hereby covenants and agrees to pay LESSOR rent, at LESSOR'S address: PO Box 876, Coulee City, WA 99115. The rent for the initial five (5) year period shall be ~~\$1000~~ per year, annually, in advance, on or before the 1st day of September each year.

~~\$1000~~
~~1,500~~ Rent shall be adjusted every five (5) years for a five percent (5%) increase from the previous five-year period for the twenty year period of the lease.

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

6. REPAIRS AND MAINTENANCE: The demised Premises have been inspected and are accepted by LESSEE in their present condition. LESSEE shall, at its own expense and at all times use the demised Premises in accordance with applicable laws, ordinances, rules, regulations and requirements of governmental authorities. LESSEE shall keep and maintain the demised Premises in a slightly condition, free from debris and in reasonably good repair and condition. LESSEE shall have the sole responsibility for the installation, maintenance, repair, construction or reconstruction of any improvements placed or to be placed upon the demised Premises and may, at its own expense, with LESSOR'S prior written permission, alter or modify the improvements now existing or hereafter placed on the demised Premises. LESSEE shall, at its own expense perform maintenance on the access road to the leased property to insure it's passable by a four wheel drive vehicle.

7. ACCESS EASEMENT: LESSOR hereby grants to LESSEE a non-exclusive access easement for the purposes and upon the limitations hereinafter described, and for no other purposes, over, along and across the following described property, to-wit:

20 feet in width, extending from the east boundary of the herein described site, northeasterly to the southerly Right of Way line of County Road 5 Northeast, the centerline of said easement is described as follows:

Commencing of the northeast corner of the herein described site; thence South 00 degrees 00minutes 00 seconds West 30 feet to the true point of beginning; thence North 90 degrees 00 minutes 00 seconds East 30 feet to the beginning of a tangent curve to the left, the radius point which bears North 00 degrees 00minutes 00seconds East 60 feet; thence northeasterly along said curve through a central angle of 83 degrees 26 minutes 00 seconds an arc length of 87.37 feet more or less to the southerly Right of Way line of said County Road 5 Northeast and the terminus of said centerline.

The purpose of this easement is to service the demised property in order that the LESSEE, its agents and employees may reach said site for the inspections, maintenance and repair of the radio transmitter and 9-1-1 dispatch facility operated on the site in connection with the MACC 9-1-1 emergency service. Access shall be unrestricted for the operations and service of emergency communications facilities.

This easement shall exist only so long as the LESSEE operates a radio transmitter site on demised property, and shall terminate automatically whenever the radio transmitter site no longer exists or is so operated. Grantor reserves the right to pass temporarily over the easement, as may be convenient to the

RADIO SITE LEASE AGREEMENT

use of its remaining land, provided that grantor does not damage the improvements on the easement or interfere with grantee's use of it.

8. ADDITIONAL USE OF THE PREMISES: In addition to the foregoing use, LESSEE shall be entitled to maintain aviation hazard lights, security fence, fire protection barrier, landscaping all necessary lines, anchors, propane fuel tank, connections and devices for a communications facility. LESSEE shall allow LESSOR to install and operate at LESSOR'S own cost, a standalone, private radio repeater for the purposes of voice communications for LESSOR'S farm use only. The installation and operation of this repeater shall be contingent upon technical review and approval of LESSEE, valid FCC license, and conformance with site installation and access standards set forth by the LESSEE

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

10. REMOVAL OF IMPROVEMENTS: The improvements owned by LESSEE are agreed to be LESSEE's personal property and shall not be considered fixtures to the real estate. LESSEE shall be authorized to remove the improvements from the premises. Within six (6) months following the expiration or earlier termination of this Lease, LESSEE shall, if requested by LESSOR and at LESSEE's expense remove all improvements including footings, foundations, and other improvements and shall restore the premises to its original condition. If LESSOR does not notify LESSEE that LESSEE must remove such improvements, then LESSEE has the option of either removing or abandoning such improvements.

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

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

13. INSURANCE: LESSEE shall maintain liability insurance on the tower structure and facility with a minimum coverage of 1 million dollars (\$1,000,000.00).

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

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

RADIO SITE LEASE AGREEMENT

b. If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against LESSEE, or if a receiver or trustee shall be appointed of all or substantially or trusteeship vacated with 30 days after the institution or appointment.

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

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

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

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

b. LESSOR may re-enter the Premises immediately and remove the personal property of LESSEE, and store the property in a public warehouse or at a place selected by LESSOR, at the expense of LESSEE. After re-entry LESSOR may terminate the Lease on giving 90 days written notice of termination to LESSEE. Without the notice, re-entry will not terminate the Lease. On termination LESSOR may recover the LESSEE all damages proximately resulting from the breach, including the cost of recovering the Premises, and the worth of the balance of this Lease over the reasonable rental value of the Premises for the remainder of the Lease term., which sum shall be immediately due LESSOR from LESSEE.

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

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

(2) LESSOR shall have the right, but shall not be required, to apply the rent received from re-letting the Premises (a) to reduce the indebtedness of LESSEE to LESSOR under the Lease, not

RADIO SITE LEASE AGREEMENT

including indebtedness for rent, (b) to expenses of the re-letting and alterations and repairs made, (c) to rent due under this Lease, or (d) to payment of future rent under this lease as it becomes due.

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

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

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

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

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

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

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

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

RADIO SITE LEASE AGREEMENT

18. ASSIGNMENT, MORTGAGE, OR SUBLEASE: LESSEE or it's successors or assigns may assign, or sublet the demised Premises in whole or in part, or permit the Premises to be used or occupied by others, with the written permissions of the LESSOR.

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

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

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


22. NOTICE: Any notice required to be given by either party to the other shall be deposited in the United States mail, postage prepaid, addressed to LESSOR at: P.O. Box 876, Coulee City, WA 99115 or to LESSEE at: 6500 32nd Ave NE, Suite 911, Moses Lake, Washington 98837. Either party hereto may, from time to time, by notice to the other, may designate a different address which shall be substituted for the addresses specified above.

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

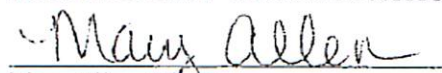
24. INVALIDITY: Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any of the other provisions hereof and such other provisions shall remain in full force and effect despite such invalidity or illegality.

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

HOWARD McDONALD - LESSOR


Howard McDonald, Owner

MULTI AGENCY COMMUNICATIONS CENTER- LESSEE


Mary Allen, Director

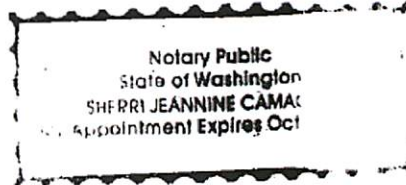
RADIO SITE LEASE AGREEMENT

STATE OF WASHINGTON
COUNTY OF GRANT

On this 9th day of SEPTEMBER 2009, personally appeared before me Howard McDonald, to me known to be Howard McDonald, is executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said partnership for the uses and purposed therein mentioned, and on oath stated that he/she is authorized to execute said instrument on behalf of the said partnership.

Given under my hand and official seal the day and year last above written.

Sherrine Camacho
Notary Public in and for the State of Washington,
residing at Besse Lake
My commission expires: 10/19/2011

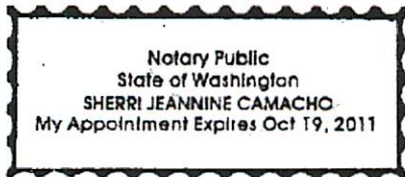


STATE OF WASHINGTON
COUNTY OF GRANT

I certify that I know or have satisfactory evidence that MARY ALLEN Signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Director of MULTI AGENCY COMMUNICATIONS CENTER, an Interlocal Agency, to be the free and voluntary act of such party for the uses and purposed mentioned in this instrument.

Dated: 9/9/09

Sherrine Camacho
Notary Public in and for the State of Washington,
residing at Besse Lake
My commission expires: 10/19/2011



FIRST AMENDMENT TO RADIO SITE LEASE AGREEMENT

This First Amendment to Radio Site Lease Agreement ("Amendment"), is made this 21st day of OCTOBER, 2013 ("Effective Date"), between Multi Agency Communications Center, an Interlocal Agency formed under RCW Ch. 39.34, with its principal offices located at 6500 32nd Avenue NE, Suite 911, Moses Lake, Washington 98837 ("Lessee"), and Howard McDonald, an individual ("Lessor"). Lessor and Lessee are at times collectively referred to herein as the "Parties" or individually as the "Party."

WHEREAS, on September 9th, 2009, the Parties entered into a "Radio Site Lease Agreement" ("Lease") concerning the Premises, attached as Attachment A – Prime Lease; and

WHEREAS, the Parties desire to update Exhibit "A" to the Lease to clarify the access easement and define the Premises location as shown on a more recent survey, as referenced below; and

WHEREAS, the Parties desire to record a Memorandum of Radio Site Lease Agreement; and

WHEREAS, the Parties desire to revised Paragraph 23 to the Lease to clarify venue for any legal action taken regarding the Lease; and

WHEREAS, the Lease requires the written permission of Lessor in order for Lessee to sublet the Premises; and

WHEREAS, in order to accommodate Lessee's desire to sublet the Premises, and to provide terms acceptable to Lessor for such subletting, the Parties desire to define such acceptable terms in this Amendment; and

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

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.⁰⁰) and for other 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 Amendment by this reference and hereby agree to be bound to the following terms and conditions of this Amendment as follows:

1. "Exhibit A" to the Lease is hereby deleted in its entirety and replaced by that certain survey prepared by Stratton Surveying & Mapping, PC, dated August 7, 2009, attached hereto as "Revised Exhibit A" and incorporated herein. All references to "Exhibit A" in the Lease are hereby deleted and replaced with "Revised Exhibit A."
2. Paragraph 7 of the Lease is deleted in its entirety and replaced with the following:

"7. ACCESS EASEMENT: LESSOR hereby grants to LESSEE a non-exclusive access easement ("Access Easement") for the purposes and upon the limitations hereinafter described, and for no other purposes, over, along and across the property as shown on "Revised Exhibit A."

The purpose of this Access Easement is to service the demised Premises in order that LESSEE, its agents, employees, and Tenants (as defined below) may reach said site for the inspections, maintenance and repair of the radio transmitter(s) and 9-1-1 dispatch facility operated on the site in connection with the MACC 9-1-1 emergency service. Access shall be unrestricted for the operations and service of the emergency communications facilities. "Tenant" is defined as any sublessee, sublicensee, or any other party LESSEE may allow to add communications equipment to the demised Premises.

This Access Easement shall exist only so long as LESSEE operates a radio transmitter site on the demised Premises, and shall terminate automatically whenever the radio transmitter site no longer exists, or upon any termination or expiration of this Lease. LESSOR reserves the right to pass temporarily over the Access Easement, as it may be convenient to the use of its remaining land, provided that LESSOR does not damage the improvements on the Access Easement or interfere with LESSEE's or LESSEE's Tenants use thereof."

3. Paragraph 18 of the Lease is deleted in its entirety and replaced with the following:

"18. ASSIGNMENT, MORTGAGE OR SUBLEASE: LESSEE, or its successors or assigns, may assign or sublet the demised Premises in whole or in part, or permit the Premises to be used or occupied by others, upon written notice to LESSOR. Any sublease entered into between LESSEE and LESSEE's Tenant(s) shall be subject to and subordinate to this Lease, as it may be amended from time to time.

- a. *LESSEE shall pay to LESSOR, as additional rent, One Thousand Dollars (\$1,000) per year ("Additional Rent") for each Tenant located on the Tower paying rent to LESSEE. Such Additional Rent shall commence with the commencement of the term of each sublease and shall cease upon expiration or termination of such sublease, partial years prorated. Additional Rent shall escalate every five (5) years by five percent (5%). Annually, LESSEE shall pay such Additional Rent to LESSOR at P.O. Box 876, Coulee City, WA 99115, or to such other address as LESSOR shall specify, in writing, to LESSEE at least thirty (30) days in advance of such payment being due."*

4. Paragraph 23 of the Lease is deleted in its entirety and replaced with the following:

"23. APPLICABLE LAW: This Lease shall be governed by and construed in accordance with the laws of the State of Washington. The Parties agree that the venue of any legal action brought under the terms of this Lease shall be Grant County Superior Court."

5. The following is added as new Paragraph 25 of the Lease:

"25. MEMORANDUM OF RADIO SITE LEASE AGREEMENT. The Parties acknowledge that a Memorandum of Radio Site Lease Agreement in the form attached hereto as Exhibit B will be recorded by LESSEE in the Official Records of Douglas County, Washington. LESSOR agrees to sign all necessary and appropriate documents to facilitate the filing of the Memorandum of Radio Site Lease Agreement."

- 6. Except as expressly amended herein the Lease is unmodified and remains in full force and effect. In the event of a conflict between the terms of the Lease and this Amendment, the terms of this Amendment shall be controlling. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Lease. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment as of the Effective Date.

LESSOR:

Howard McDonald:

LESSEE:

Multi Agency Communications Center:
An Interlocal Agency formed under RCW Ch. 39.34

By: 

Howard McDonald, Owner

Date: 10/9/13

By: Jackie A Jones

Print Name: Jackie A. Jones

Its: Director

Date: 10/21/13

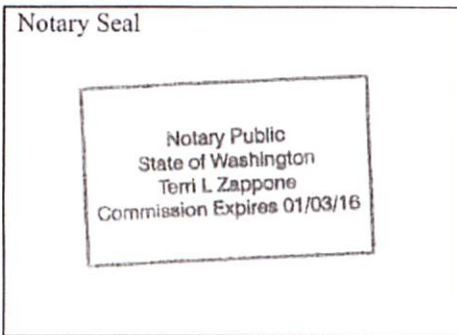
[NOTARY ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

NOTARY BLOCK – Howard McDonald

STATE OF WASHINGTON)
) SS.
COUNTY OF GRANT)

I certify that I know or have satisfactory evidence that Howard McDonald is the person who appeared before me, and he acknowledged that he signed this instrument to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 10.9.13



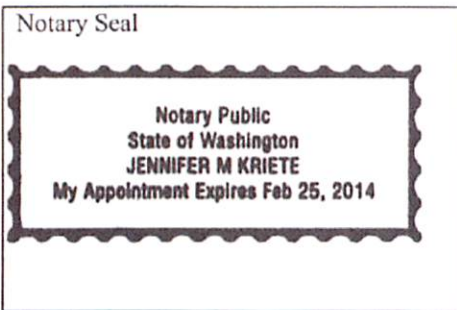
Terri Zappone
(Signature of Notary)
Terri Zappone
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires: 01/03/2016

NOTARY BLOCK – Multi Agency Communications Center

STATE OF WASHINGTON)
) SS.
COUNTY OF GRANT)

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

Dated: 10/2/13

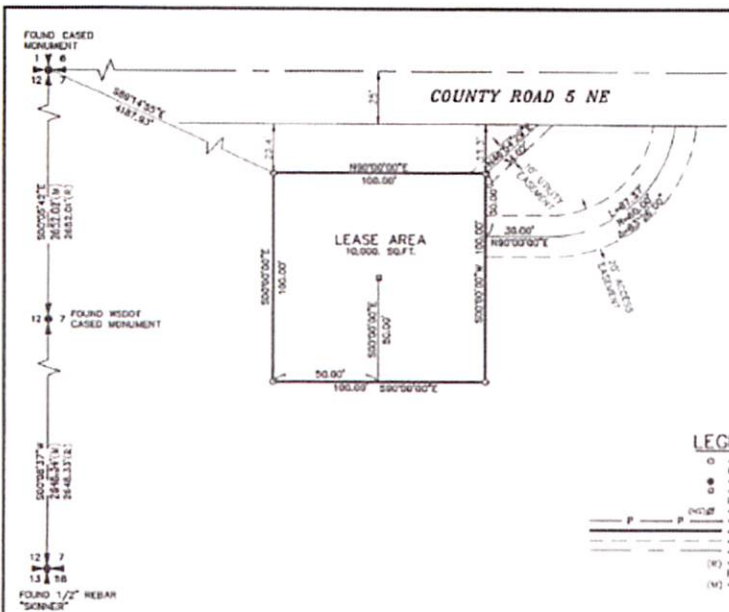


Jennifer Kriete
(Signature of Notary)
Jennifer Kriete
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires: 02-25-2014

Exhibit A
 "Premises"

RECORD SURVEY NO. _____

N.E. 1/4 OF THE N.E. 1/4,
 SEC 7, T.25 N., R.28 E., W.M.
 DOUGLAS COUNTY, WASHINGTON



LEGEND

- = SET 5/8" DIA REBAR W/YELLOW PLASTIC CAP MARKED "STATION 14120"
- = FOUND AS INDICATED
- ⊙ = SET NUBS AND TACK FOR PROPOSED CENTER OF TOWER
- (with slash) = NOT FOUND ON SET
- = PARENT PARCEL BOUNDARY
- - - = LEASE BOUNDARY
- - - = EASEMENT
- - - = CENTERLINE
- (R) = DEER RUN RIDGE SHORT SUBDIVISION NO. 98-09, RECORDED UNDER AFF # 3019981
- (M) = MEASURED

DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 25 NORTH, RANGE 28 EAST, W.M., DOUGLAS COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7, WHICH BEARS NORTH 00°00'42" WEST 282.02 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION, THENCE SOUTH 89°14'55" EAST ON A RANDOM LINE 4187.93 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST 100.00 FEET; THENCE SOUTH 00°00'00" WEST 100.00 FEET; THENCE NORTH 00°00'00" WEST 100.00 FEET TO THE SAID TRUE POINT OF BEGINNING.

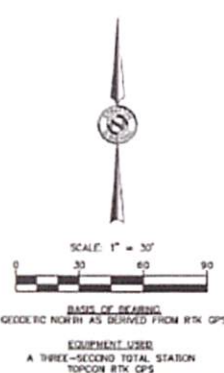
TOGETHER WITH AN EASEMENT FOR ACCESS, 20.00 FEET IN WIDTH, EXTENDING FROM THE EAST BOUNDARY OF THE HEREIN DESCRIBED SITE, NORTHEASTERLY TO THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 5 NORTHEAST, THE CENTERLINE OF SAID EASEMENT IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE HEREIN DESCRIBED SITE, THENCE SOUTH 00°00'00" WEST 30.00 FEET TO THE TRUE POINT OF BEGINNING, THENCE NORTH 90°00'00" EAST 30.00 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, THE RADIUS POINT WHICH BEARS NORTH 00°00'00" EAST 80.00 FEET, THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 83°24'00" AN ARC LENGTH OF 82.37 FEET MORE OR LESS TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 5 NORTHEAST AND THE TERMINUS OF SAID CENTERLINE.

TOGETHER WITH AN EASEMENT FOR UTILITIES, 10.00 FEET IN WIDTH, EXTENDING FROM THE NORTH AND EAST BOUNDARY OF THE HEREIN DESCRIBED SITE, NORTHEASTERLY TO THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 5 NORTHEAST, THE CENTERLINE WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE HEREIN DESCRIBED SITE, THENCE NORTH 46°34'29" EAST 34.02 FEET MORE OR LESS TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 5 NORTHEAST AND THE TERMINUS OF SAID CENTERLINE.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD AND IN VIEW.



SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO ESTABLISH A LEASE BOUNDARY FOR A COMMUNICATION SITE. THIS RECORD SURVEY DOES NOT CREATE A SEPARATE PARCEL.

SURVEYOR'S CERTIFICATE

I, ROBERT H. STRATTON, A LICENSED LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS AN ACTUAL FIELD SURVEY CONDUCTED BY ME, IN CONFORMANCE WITH THE SURVEY RECORDING ACT AND THAT THE CORNERS HAVE BEEN STAKED ON THE GROUND AS SHOWN HEREON AT THE REQUEST OF DEAN HANE, AND ALL BEARINGS AND DISTANCES ARE CORRECT.

DATE: 8/1/09



SURVEY FOR
MACC
QIT
 COULEE CITY SITE

INDEX	XX	SEC	T.	R.
	7	25	N	28E

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 12TH DAY OF AUGUST 2009 AT 9:17 MINUTES PAST 10 A.M. AND RECORDED IN VOLUME _____ OF SURVEYS PAGE _____ AT THE REQUEST OF ROBERT H. STRATTON, P.L.S.

THESE I DUPLICATE 3137091
 DOUGLAS COUNTY AUDITOR INDEX NO.
 PAUL STUEBE 412800
 DEPUTY FEE PAID

STRATTON SURVEYING & MAPPING, INC.
 7005 W. UNIVERSITY BL. UNIT 10
 KENNEWICK, WA 98344
 (360) 338-1284
 FAX (360) 338-8900
 www.stratton-surveying.com

4283851.DWG © 2009
 DATE: 8/1/09 SHT. 1 OF 1
 DRAWN BY: DA JOB # 4283

Exhibit B

“Memorandum of Radio Site Lease Agreement”

(See Attached)

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

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

DOCUMENT TITLE: MEMORANDUM OF RADIO SITE LEASE AGREEMENT

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

GRANTOR: HOWARD MCDONALD

GRANTEE: MULTI AGENCY COMMUNICATIONS CENTER

**LEGAL DESCRIPTION: NE Quarter of Section 7, Township 25 N, Range 28 E.W.M., Douglas
County, WA**

APN: 25280710000

MEMORANDUM OF RADIO SITE LEASE AGREEMENT

This Memorandum of Radio Site Lease Agreement is entered into on this 21st day of OCTOBER, 2013 between Multi Agency Communications Center, an Interlocal Agency formed under RCW Ch. 39.34, with its principal offices located at 6500 32nd Avenue NE, Suite 911, Moses Lake, Washington 98837 ("Lessee"), and Howard McDonald, an individual ("Lessor").

Lessor and Lessee entered into a Radio Site Lease Agreement dated September 9, 2009, as amended by that certain First Amendment to Radio Site Lease Agreement with an Effective Date of the 21st day of OCTOBER 2013, (collectively, the "Lease") for the purpose of installing, operating and maintaining a radio communications facility and other improvements on the Premises defined below. All of the foregoing is set forth in the Lease.

The term of the Lease is for twenty (20) years commencing on September 1, 2009, and terminating on August 31, 2029.

The Property is legally described as: The Northeast Quarter of Section 7, Township 25 North, Range 28 East, W.M.

The Address of the Premises is: 1884 Rd 5 NE, Coulee City, WA, and further depicted on **Exhibit A** attached hereto.

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

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

LESSOR:

LESSEE:

Howard McDonald:

Multi Agency Communications Center:
an Interlocal Agency formed under RCW Ch. 39.34

By: [Signature]

By: Jackie A Jones

Howard McDonald, Owner

Print Name: Jackie A. Jones

Date: 10/9/13

Its: Director

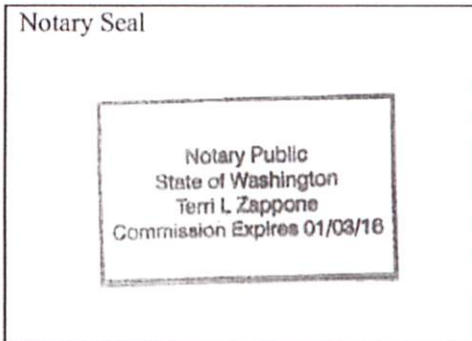
Date: 102113

NOTARY BLOCK – Howard McDonald

STATE OF WASHINGTON)
) SS.
COUNTY OF GRANT)

I certify that I know or have satisfactory evidence that Howard McDonald is the person who appeared before me, and he acknowledged that he signed this instrument to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 10.9.13



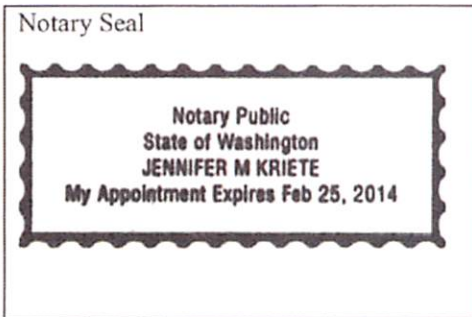
Terri Zappone
(Signature of Notary)
Terri Zappone
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires: 01/03/2016

NOTARY BLOCK – Multi Agency Communications Center

STATE OF WASHINGTON)
) SS.
COUNTY OF GRANT)

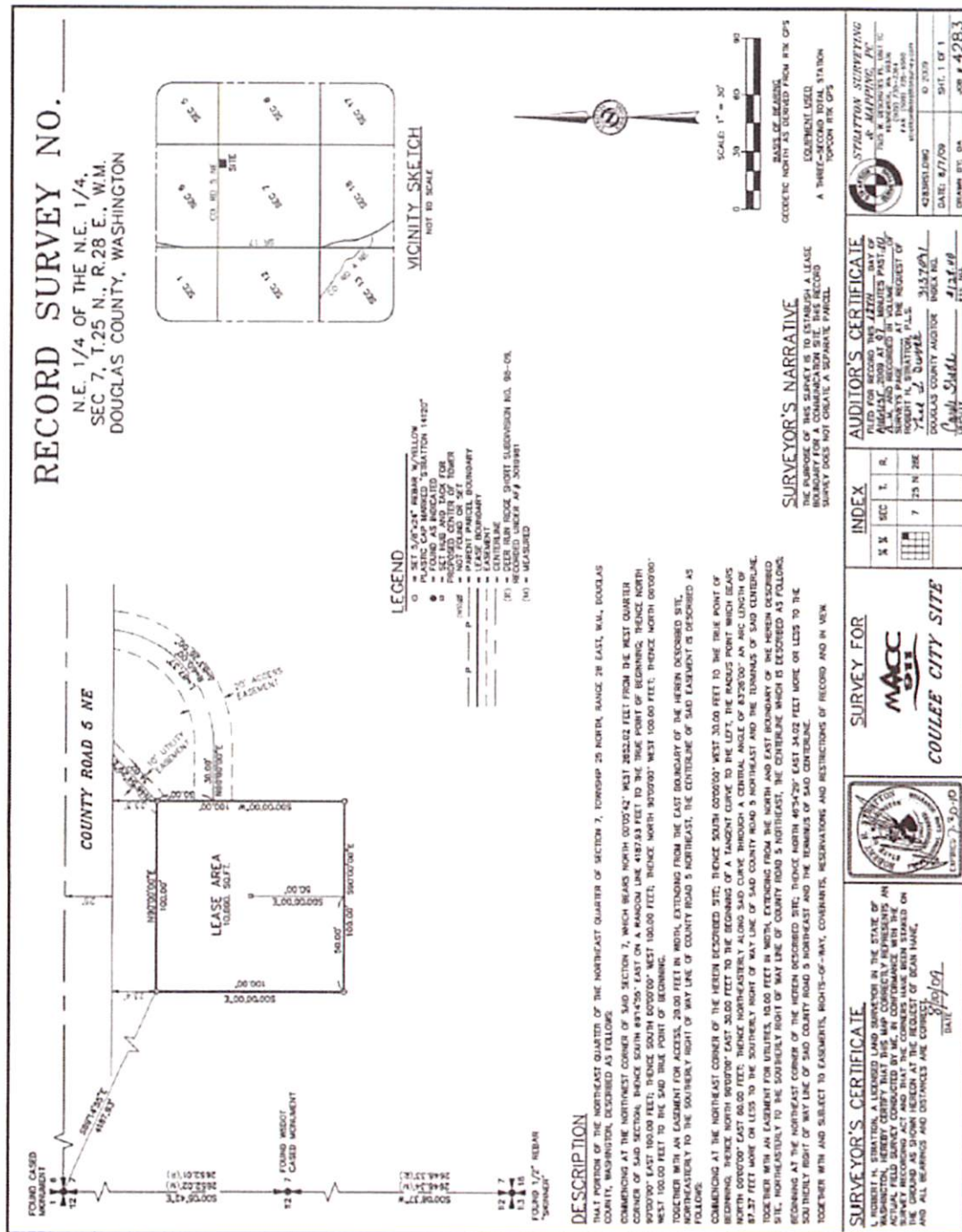
I certify that I know or have satisfactory evidence that Jackie A. Jones is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the DIRECTOR of Multi Agency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

Dated: 10/2/13



Jennifer Kriete
(Signature of Notary)
Jennifer Kriete
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires: 02-25-2014

Exhibit A
Premises



Contract ID: 430-3720B

Attachment B
Network Service Agreement

Attachment C
"Memorandum of Coulee City Radio Site License Agreement"

(See Attached)

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

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

DOCUMENT TITLE: MEMORANDUM OF COULEE CITY RADIO SITE LICENSE AGREEMENT
Contract ID: 430-3720B
REFERENCE #S OF DOCS ASSIGNED OR RELEASED: N/A
GRANTOR: MULTI AGENCY COMMUNICATIONS CENTER
GRANTEE: PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY, WASHINGTON
ABBREV. LEGAL DESCRIPTION: NE Quarter of Section 7, Township 25 N, Range 28 E.W.M., Douglas
County, WA
APN: 25280710000

MEMORANDUM OF COULEE CITY RADIO SITE LICENSE AGREEMENT

This Memorandum of Coulee City Radio Site License Agreement is entered into on this 11th day of December, 2013 between **Multi Agency Communications Center**, an Interlocal Agency formed under RCW Ch. 39.34, with its principal offices located at 6500 32nd Avenue NE, Suite 911, Moses Lake, Washington 98837 ("Licensor"), and **Public Utility District No. 2 of Grant County, Washington**, with its principal offices at 30 C St. SW, P. O. Box 878, Ephrata, WA 98823 ("Licensee").

Licensor and Licensee entered into a Coulee City Radio Site License Agreement with an Effective Date of the 11th day of December 2013, for the purpose of installing, operating and maintaining a radio communications facility and other improvements on Premises leased by Licensor located on the Property described below. All of the foregoing is set forth in the Coulee City Radio Site License Agreement.

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

The Property is legally described as: The Northeast Quarter of Section 7, Township 25 North, Range 28 East, W.M. and is further described and depicted on **Exhibit A** attached hereto.

The Address of the Premises is: 1884 Rd 5 NE, Coulee City, WA, and is further depicted on **Exhibit B** attached hereto.

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

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

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

Licensor:

Multi Agency Communications Center

By: Jackie A. Jones
Name: Jackie A. Jones

Its: **Director**

Date: 12-11-13

Licensee:

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

By: Andrew Munro
Name: Andrew Munro

Its: Director of Customer Service

Date: 12-06-13

NOTARY BLOCK – Multi Agency Communications Center

STATE OF WASHINGTON)
) SS.
COUNTY OF GRANT)

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

Dated: 12-11-13



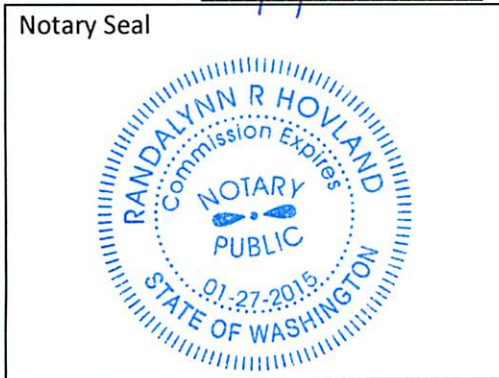
Jennifer M. Kriete
(Signature of Notary)
Jennifer M. Kriete
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires: 02-25-14

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

STATE OF WASHINGTON)
) SS.
COUNTY OF GRANT)

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

Dated: 12/6/13



Randalynn R. Hovland
(Signature of Notary)
Randalynn R. Hovland
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires: 1/27/2015

12-11-13

Jennifer M. Kriete
Notary Public

Notary Public
State of Washington
JENNIFER M. KRIEDE
My Appointment Expires Feb 28, 2014



Exhibit A
Legal Description of Property

The Property is Douglas County APN 25280710000 located at street address 1884 Rd 5 NE, Coulee City, WA.

The legal description for the Property is: The Northeast Quarter of Section 7, Township 25 North, Range 28 East, W.M.

Douglas County APN 25280710000 is further depicted in the drawing below.



**Exhibit B
Premises**

Licensors's Premises are described in the Prime Lease to be "A 100 foot by 100 foot parcel of land located on Section 7, Township 25 North, Range 28 E.W.M. in Douglas County, Washington, further identified as APN 25280710000 in the office of the Douglas County Assessor" and depicted on a survey recorded on said parcel as Assessor File Number ("AFN") 3137091.

The referenced survey recorded in Douglas County AFN 3137091 is shown below:

<p>DESCRIPTION</p> <p>THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 25 NORTH, RANGE 28 EAST, WA, DOUGLAS COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7, 84.00 FEET NORTH 89°42'42\"/> </p>	<p>LEGEND</p> <p>(1) - POINT OF INTERSECTION OF OLD & NEW PLATS (2) - POINT OF INTERSECTION OF OLD & NEW PLATS (3) - POINT OF INTERSECTION OF OLD & NEW PLATS (4) - POINT OF INTERSECTION OF OLD & NEW PLATS (5) - POINT OF INTERSECTION OF OLD & NEW PLATS (6) - POINT OF INTERSECTION OF OLD & NEW PLATS (7) - POINT OF INTERSECTION OF OLD & NEW PLATS (8) - POINT OF INTERSECTION OF OLD & NEW PLATS (9) - POINT OF INTERSECTION OF OLD & NEW PLATS</p>												
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<p>SURVEYOR'S CERTIFICATE</p> <p>I, CHRISTOPHER J. SHANNON, A LICENSED LAND SURVEYOR IN THE STATE OF WASHINGTON, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT REPRESENTATION OF THE ACTUAL FIELD SURVEY CONDUCTED BY ME IN COMPLIANCE WITH THE STATUTES OF THE STATE OF WASHINGTON AND ALL DECREES AND ORDINANCES AND ALL DEEDS AND INSTRUMENTS AND ALL DEEDS AND INSTRUMENTS ARE CORRECT.</p> <p>DATE: 8/15/2009</p>	<p>SURVEY FOR</p> <p>MACC Coulee City Site</p>	<p>INDEX</p> <table border="1"> <tr> <td>K</td> <td>X</td> <td>S</td> <td>L</td> <td>R.</td> </tr> <tr> <td></td> <td></td> <td>7</td> <td>25 N</td> <td>28 E</td> </tr> </table>	K	X	S	L	R.			7	25 N	28 E	<p>AUDITOR'S CERTIFICATE</p> <p>I, PAUL SHADL, AUDITOR OF DOUGLAS COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT REPRESENTATION OF THE ACTUAL FIELD SURVEY CONDUCTED BY ME IN COMPLIANCE WITH THE STATUTES OF THE STATE OF WASHINGTON AND ALL DECREES AND ORDINANCES AND ALL DEEDS AND INSTRUMENTS AND ALL DEEDS AND INSTRUMENTS ARE CORRECT.</p> <p>DATE: 8/15/2009</p>
K	X	S	L	R.									
		7	25 N	28 E									
<p>SURVEYOR'S NARRATIVE</p> <p>THE PURPOSE OF THIS SURVEY IS TO ESTABLISH A LEASE BOUNDARY FOR A COMMERCIAL SITE, THIS RECORD BOUNDARY DOES NOT CREATE A SEPARATE PARCEL.</p>	<p>MCCINITY SKETCH</p> <p>SCALE: 1" = 20'</p>												
<p>STATISTICAL STATEMENT</p> <p>DATE: 8/17/09 SHEET 1 OF 1 DRAIN: RT/DK JOB # 4283</p>	<p>RECORD SURVEY NO.</p> <p>N.E. 1/4 OF THE N.E. 1/4, SEC 7, T.25 N., R.28 E., W.M. DOUGLAS COUNTY, WASHINGTON</p>												