

Moses Lake Radio Site License Agreement

Contract ID: 430-3720C

Between

Multi Agency Communications Center

And

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



Moses Lake Radio Site License Agreement

This **Moses Lake Radio Site License Agreement, Contract ID 430-3720C** ("License"), is made this 29th day of May, 2014 ("Effective Date"), between Multi Agency Communications Center, an Interlocal Agency formed under RCW Ch. 39.34, with its principal offices located at 6500 32nd Avenue NE, Suite 911, Moses Lake, Washington 98837 ("Licensor"), and Public Utility District No. 2 of Grant County, Washington, with its principal offices at 30 C St. SW, P.O. Box 878, Ephrata, WA 98823 ("Licensee"). Licensor and Licensee are at times herein collectively referred to as "**Parties**" or individually as the "**Party.**"

RECITALS

WHEREAS, Licensor is the owner of certain real property located in Moses Lake, WA, defined below as the "Premises"; and

WHEREAS, Licensor desires to license to Licensee, and Licensee desires to license from Licensor, 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.

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

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

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

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

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

"Premises" shall be defined as that portion of the Property described in the attached Survey as the "Lease Area" along with Licensor's Building, fences, generator and enclosure(s) located at the Premises as shown on **Exhibit B – Premises and Easements**, together with the Access Easement and Utility Easement.

"Property" is defined as Grant County APN 090775504 with a street address of 208 South Hamilton Road, Moses Lake, WA 98837, 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.

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.** 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, 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 Four Thousand Eight Hundred Dollars and ⁰⁰/₁₀₀ Dollars (\$4,800.⁰⁰/₁₀₀) 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, any party that has been paid by Licensor for Licensee’s use and operation of the Licensed Facilities upon the Premises including, without limitation:
 - i. 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 in the Building Facilities, Licensee shall pay, as a fee, to Licensor the cost and administration of any upgrades that are required as 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 Moses Lake 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, 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 8 – 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. **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 drawings to include diagrams of the locations in the Building upon which such Licensee Equipment shall be installed (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 this License, including, without limitation, this Paragraph 8. 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. 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; or (ii) any addition of Licensee Equipment or occupation of additional space, or relocation of Licensee Equipment in the shelter or relocation of shelter space.

- 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; (ii) all fees have been paid to the extent applicable, including but not limited to, the following: the application fee, the fee for any other required study or analysis, such requirement to be determined in the sole discretion of Licensor; and (iii) Licensee has received all required permits and governmental or regulatory approvals (if any) required for such installation or Modification. Upon satisfaction of all conditions precedent, Licensor shall provide written notice to Licensee confirming that Licensee may commence such installation or Modification.
- d. **Construction Closeout Documentation.** Licensee shall install the Licensee Equipment specifically as shown on the Plans. Any changes must be approved in writing in advance by Licensor. Within thirty (30) days of completion of construction, Licensee shall present to Licensor all as-built drawings and other installation documentation required by Licensor.

- e. **Site Installation and Operating Practices.** Licensee shall install, operate and maintain the Licensed Facilities in a manner consistent with the Site Installation and Operating Practices (“SIOP”) attached as **Exhibit D – Site Installation and Operating Practices**. Licensor shall have the right to make reasonable changes to the SIOP from time to time to ensure safe, interference-free and low maintenance operation by Licensor, Licensee, and other tenants on the Premises; provided that such revisions do not: (i) adversely and materially affect Licensee’s permitted use under this License; (ii) adversely and materially interfere with the continuous operation of the Licensed Facilities; (iii) adversely and materially interfere with Licensee’s access to the Licensed Facilities; (iv) conflict with any express terms of this License; or (v) adversely and materially increase Licensee’s financial obligations under this License. Licensee shall have thirty (30) calendar days after the receipt of the updated SIOP to notify Licensor of any adverse effect of such modifications, or any conflict between the terms of this License and such revised SIOP. The revised SIOP shall be effective thirty (30) calendar days after notice has been given to Licensee as provided herein, and at such time, the revised SIOP shall be incorporated into and be considered part of, this License.
- f. **Relocation of Licensee Equipment.** Upon request by Licensor, and within ninety (90) calendar days of such request, Licensee shall relocate any Licensee Equipment then located upon the Licensed Facilities to another location, at Licensor’s sole cost and expense, if Licensor deems such relocation necessary or appropriate to accommodate the equipment of Licensor, or other tenants, or if such relocation is necessitated due to work contemplated to be undertaken upon the Premises by Licensor, provided that any such relocation shall not materially impair the quality of Licensee’s communications service or operations at the Licensed Facilities.

9. **Electrical Power and Telecommunications Service.**

- a. **Electrical Power.** During the term of this License, Licensee shall have access to Licensor’s electrical circuits for provision of power to the Licensee Equipment. Licensee’s use is limited to the use of DC circuit 16 providing 30A of 48VDC power, and the use of AC wall circuit 13, and Uninterruptible Power Supply (“UPS”) circuit 10, each 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 A – 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.

10. **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.
11. **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 11(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.
12. **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.
13. **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 13 – Interference and therefore, either Party shall have the right to all legal and equitable remedies, such as, without limitation, injunctive relief and specific performance.

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

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

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

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

15. **Subordination.** This License shall be subordinate to any future Prime Lease, mortgage, master lease, ground lease, leasehold financing, or other security interest of Licensor or its successor-in-interest, which from time to time may encumber the Property, Premises, Building, or Easements.
16. **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.
17. **Termination.** Except as otherwise provided herein, this License may be terminated, without penalty or further liability, as follows:

- a. By Licensor upon one hundred eighty (180) calendar days prior written notice to Licensee.
- b. By Licensee upon thirty (30) calendar days prior written notice if it is unable to obtain or maintain any license, permit or other approval necessary to the operation of Licensed Facilities or the Licensee's use thereof, provided that payment of License Fees and Other Fees are made in full for the entire duration of the then current term.
- c. By Licensee upon thirty (30) calendar days prior written notice if the Licensed Facilities are or become unacceptable under Licensee's design or engineering specifications for its use of the Licensed Facilities, provided that payment of License Fees and Other Fees are made in full for the entire duration of the then current term.

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

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

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

The Parties agree that the rights granted under this Paragraph 18 – Removal of Licensed Facilities Upon Termination are reasonable and necessary for the operation of the Premises, and waive any rights granted under any applicable Law which may prevent Licensor from executing the rights granted within this Paragraph.

19. **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.

20. **Insurance.** Licensee shall maintain worker's compensation in statutory amounts. Licensee shall maintain the following insurance: (i) commercial general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of Two Million and No/100 Dollars (\$2,000,000); employer's liability insurance with combined single limits of Two Million and No/100 Dollars (\$2,000,000); automobile liability insurance insuring against claims for bodily injury or property damage with combined single limits of One Million and No/100 Dollars (\$1,000,000); and all risk property insurance covering the Licensee Equipment and all personal property of Licensee located on the Licensed Facilities for full replacement value. Licensee shall provide Licensor with evidence of such insurance in the form of a certificate of insurance ("COI") prior to obtaining occupancy of the Licensed Facilities and throughout the Initial Term of this License or any Extension Term. Licensor shall have ten (10) business days following its receipt of a COI to reject such COI and insurance coverage provided by Licensee. Failure by Licensor to provide Licensee with written rejection of any COI or the coverage provided by Licensee within said ten (10) day period shall be deemed an approval by Licensor of such COI and coverage. Except for Workmen Compensation and Professional Liability Insurance, the Licensor, its officials, officers, employees, and agents shall be designated as additional insured parties. Any required insurance coverage shall be obtained from an insurance provider authorized to do business in the State of Washington and shall be rated A or better in the most current publication of Best's Financial Strength Rating Guide. Licensee shall provide Licensor with thirty (30) calendar days' prior written notice of any change, modification,

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

21. **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.

22. **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.

23. **Title and Quiet Enjoyment.** Licensors 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 further covenants that there are no liens, judgments or impediments of title on the Premises affecting Licensor's interest in the Premises, and that there are no covenants, easements or restrictions on the Premises that prevent or adversely affect the use or occupancy of the Licensed Facilities by Licensee as set forth above. Licensor further warrants that upon Licensee paying the License Fee and any Other Fees and observing and performing all the terms, covenants and conditions of this License, Licensee shall have the quiet enjoyment of the Licensed Facilities during the Initial Term of this License and any Extension Term, and;

- a. Within thirty (30) calendar days of the Effective Date, Licensee has the right to obtain a title report or commitment for a license hold title policy from a title insurance company of its choice. If, in the reasonable opinion of Licensee, such title report shows any defects of title or any liens or encumbrances that may adversely affect Licensee's use of the Licensed Facilities, Licensee shall have the right to terminate this License upon written notice to Licensor. If Licensee fails to or elects not to obtain such title report within such thirty (30) day period, Licensee shall have waived the right to terminate the License pursuant to this paragraph.
- b. The Parties agree that the survey attached as part of **Exhibit B**, prepared by Stratton Surveying & Mapping, PC, dated January 16, 2010, shall be sufficient for the purposes of this License.

24. **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.

25. **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.

26. **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.

27. **Recording.** Licensors agree to execute a memorandum of this License (attached as **Attachment B – Memorandum of Moses Lake 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 Moses Lake 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.

28. **Miscellaneous.**

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

- g. The Parties warrant and represent to each other that they have had representation by legal counsel or have had the opportunity to be represented by legal counsel during all stages in the negotiation of this License. The Parties further agree that they have participated in the negotiating and drafting of this License and stipulate that this License shall not be construed more favorably with respect to either Party.
 - h. The only remedies available to the Parties are those contained herein, regardless of any conflict of laws, including, without limitation, those contained in Chapter 59 of the Revised Code of Washington.
 - i. If any part of this License is found to be invalid or unenforceable, such invalidity shall not affect the remaining terms of this License, and the License shall continue in full force and effect.
 - j. This License may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same license.
 - k. This License shall run with the Property. This License is binding upon Licensor and Licensee and their respective heirs, successors and permitted assigns.
29. **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: Patrick Bishop
PO Box 878
Ephrata, WA 98823

30. **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	Premises and Easements
Exhibit C	Licensed Facilities - Building Facilities
Exhibit D	Site Installation and Operating Practices
Exhibit E	Other Agreements
Attachment A	Network Service Agreement
Attachment B	Memorandum of Moses Lake 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

Print Name: Jackie A. Jones

Its: Director

Date: 052914

Licensee:

Public Utility District No. 2 of Grant County,
Washington

By: Andrew Munro

Print Name: Andrew Munro

Its: Director of Customer Service

Date: 5/28/14

Multi Agency Communications Center
as to form only

by: _____

Katherine Kenison
its Attorney

NOTARY BLOCK – Multi Agency Communications Center

STATE OF WASHINGTON)
) SS.
COUNTY OF GRANT)

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

Dated: _____



Dean Hane

(Signature of Notary)
DEAN HANE

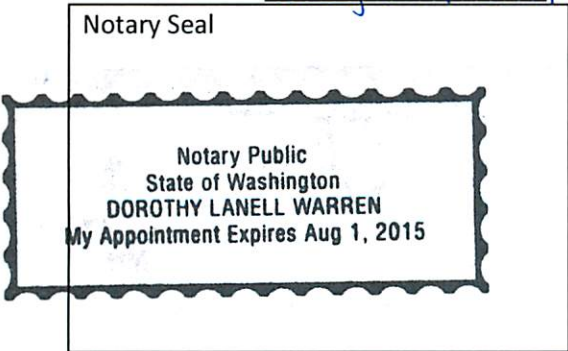
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires: 4/20/18

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

STATE OF WASHINGTON)
) SS.
COUNTY OF GRANT)

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

Dated: May 28, 2014



Dorothy Lanell Warren

(Signature of Notary)

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

Exhibit A Legal Description of Property

Grant County APN 090775504, with a street address of 208 South Hamilton Road, Moses Lake, WA 98837 as shown on the survey attached hereto as Exhibit B, page 2, and legally described as follows:

Lot 4, Bud Wiser Plat, as per plat recorded in Volume 16 of Plats, Pages 60-61, records of Grant County Washington; TOGETHER WITH and SUBJECT TO Easements, Reservations, Covenants and Restrictions of record and in view.

The Property is further depicted in the drawing below:

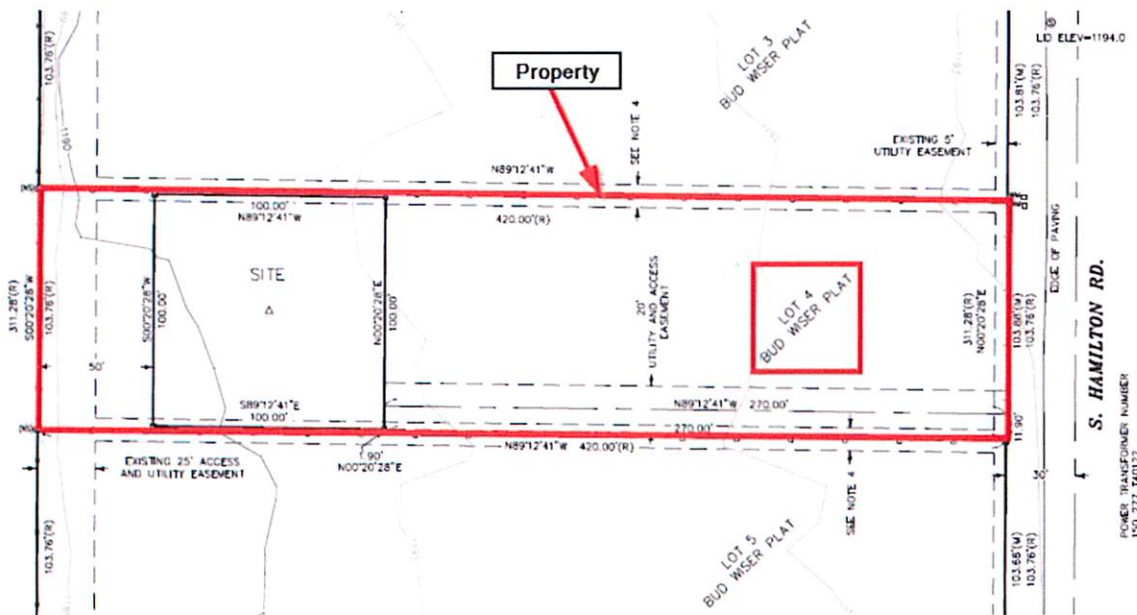


Exhibit B

**Premises and Easements
(Page 1 of 2)**

Commencing at the Southeast Corner of Lot 4, Bud Wiser Plat, as per plat recorded in Volume 16 of Plats, Pages 60-61, Records of Grant County, WA, thence North 89°12'41" West along the Southerly line of said lot 270.00 feet; thence North 00°20'28" East 1.90 feet to the true point of beginning; thence continuing North 00°20'28" East 100.00 feet; thence North 89°12'41" West parallel with and 12.86 feet southerly of the northerly boundary line of said lot 100.00 feet; thence South 00°20'28" West parallel with and 50.00 feet Easterly of the Westerly boundary line of the said lot 100.00 feet; thence South 89°12'41" East parallel with and 1.90 feet North of the Southerly boundary line of the Lot 100.00 feet to the said True Point of Beginning;

Contains 10,000 Sq. Ft.

TOGETHER WITH an Easement for Access and Utilities 20.00 feet in width extending from the Easterly Boundary Line of above said Lot 4, Bud Wiser Plat, the centerline described as follows:

Commencing at the Southeasterly corner of above said Lot 4; thence North 00°28'28" East along the Easterly Boundary of said Lot 4, a distance of 11.90 feet to the True Point of Beginning; thence North 89°12'41" West parallel with and 11.90 feet Northerly of the Southerly boundary line of the said Lot 270.00 feet to the Easterly boundary of the above described Lease Site and the terminus of said Easement.

TOGETHER WITH and **SUBJECT TO** Easements, Reservations, Covenants and Restrictions of record and in view.

The Premises and Easement for Access and Utilities are further depicted in the drawing below:

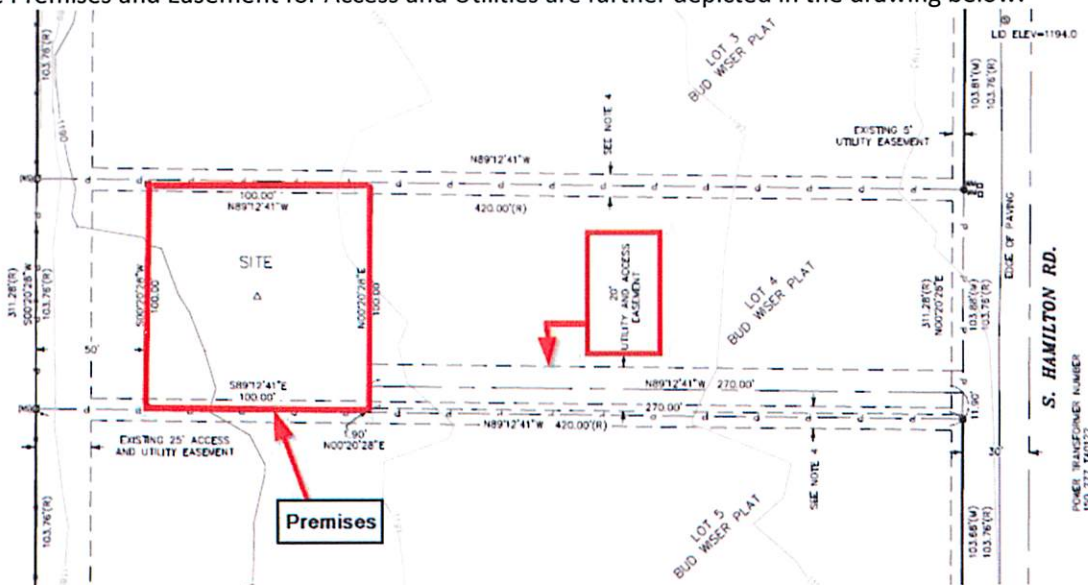


Exhibit B
Premises and Easements
(Page 2 of 2)

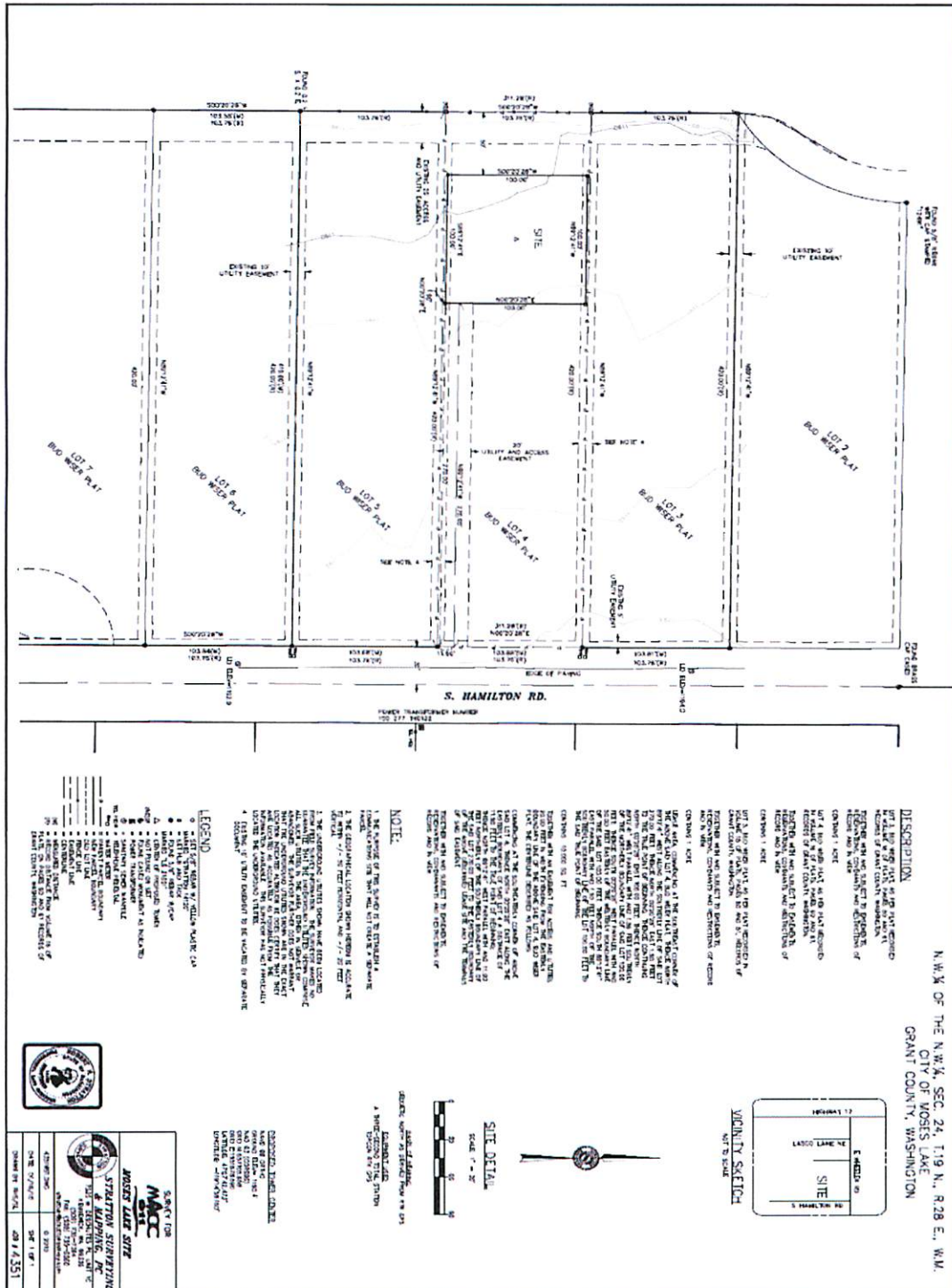


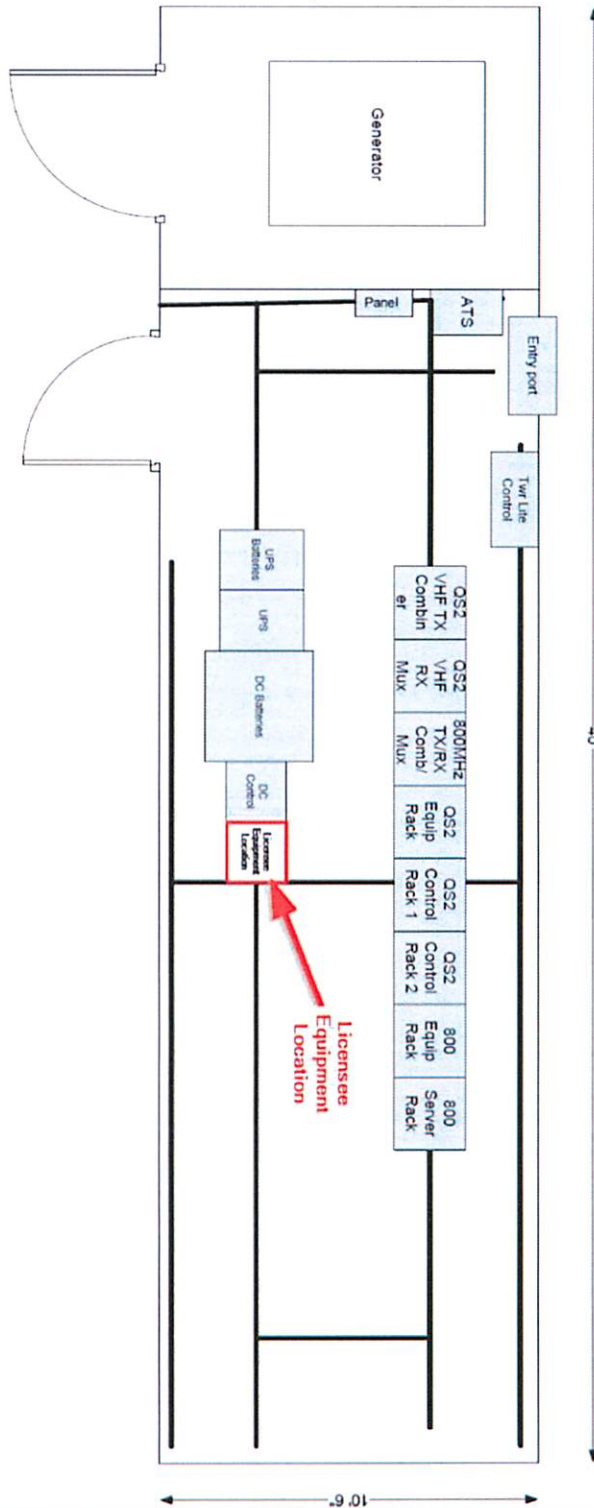
Exhibit C
Licensed Facilities – Building Facilities
(Page 1 of 2)

Licensee's use within the Building located at 208 South Hamilton Road, Moses Lake, WA 98837 shall be limited to the following portions of the Premises ("**Building Facilities**"):

1. Licensee shall have dedicated space within the Building consisting of three (3) RU's of rack space, together on one (1) server rack, such server rack to be provided by Licensor 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 A – Network Service Agreement.
3. Licensee shall have shared access to such conduits, cable ladders, etc. as is reasonably necessary for the installation and operation of the Licensed Facilities, to be approved in writing by Licensor prior to installation or any modification.
4. The location of Licensee's Building Facilities shall be in-line with other equipment, as shown on Page 2 of this Exhibit.

Exhibit C
Licensed Facilities – Building Facilities
(Page 2 of 2)

(not to scale)



Moses Lake Shelter Equipment Layout

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.

Contract ID: 430-3720C

**Attachment A
Network Service Agreement**

Contract ID: 430-3720A

Network Service Agreement

Contract ID: 430-3720A

Between

Multi Agency Communications Center

And

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



Contract ID: 430-3720A

Network Service Agreement

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

RECITALS

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

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

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

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

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

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

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

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

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

Contract ID: 430-3720A

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

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

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

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

3. Description of Service at MACC HQ.

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

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

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

- g. Within ninety (90) calendar days of expiration or termination of this Agreement, regardless of the reason for termination ("Removal Period"), PUD shall restore the MACC HQ to its prior condition, normal wear and tear excepted, including the removal of all PUD Equipment. During the Removal Period, PUD shall be responsible for payment of all HQ Service Fees at the then-current rate until such removal and restoration is complete. In no case shall PUD be entitled to operate the Licensed Facilities, or receive or transmit therefrom, beyond the expiration or termination of this Agreement or during the Removal Period. In the event PUD does not cease operations of the PUD Equipment within forty-eight (48) hours of the expiration or termination of this Agreement, MACC shall have the right to terminate the operations of the PUD Equipment by using reasonable means including, but not limited to, terminating power to the PUD Equipment. If PUD fails to remove the PUD Equipment from MACC HQ within the Removal Period, all PUD Equipment shall be deemed abandoned and MACC may remove PUD Equipment using any method MACC deems reasonably necessary, and shall (i) secure storage from a commercial storage provider, or (ii) dispose of the PUD Equipment in any manner MACC deems reasonably necessary, or (iii) take possession of the PUD Equipment and such PUD Equipment will become the property of MACC. PUD shall bear all costs associated with the removal, storage and disposal of any abandoned PUD Equipment and shall reimburse MACC for any costs incurred by MACC for removing, storing or disposing such abandoned PUD Equipment, within thirty (30) calendar days of PUD's receipt of MACC's invoice. This Paragraph shall survive expiration or termination of this Agreement.
- h. If the MACC HQ is damaged, destroyed, condemned or transferred in lieu of condemnation, MACC may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to PUD no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If MACC chooses not to terminate this Agreement, the HQ Service Fee shall be reduced or abated in proportion to the actual reduction or abatement of use of PUD Equipment Space at MACC HQ.

- 4. **Effective Date.** This Agreement shall be effective as of the Effective Date above.
- 5. **Term.** The initial term of this Agreement shall be for five (5) years, and shall commence on the Effective Date, and shall expire at midnight five (5) years from the Effective Date, and shall be subject to:
 - a. **Extensions Term(s).** Provided that PUD is in good standing, and not in Breach or Default, this Agreement shall automatically extend for five (5) consecutive five (5) year terms unless either Party gives the other Party written notice of the intent to terminate this Agreement at least six (6) months prior to the end of the then current term. Each automatic extension shall commence immediately following the expiration of the prior term, and shall expire at midnight five (5) years from the commencement of such extension term.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **Miscellaneous.**

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

Contract ID: 430-3720A

- f. Nothing contained in this Agreement shall be construed to create a joint venture, partnership, tenancy-in-common, joint tenancy relationship, or any other type of relationship between PUD and MACC, except as specifically stated herein.
- g. The Parties warrant and represent to each other that they have had representation by legal counsel or have had the opportunity to be represented by legal counsel during all stages in the negotiation of this Agreement. The Parties further agree that they have participated in the negotiating and drafting of this Agreement and stipulate that this Agreement shall not be construed more favorably with respect to either Party.
- h. If any part of this Agreement is found to be invalid or unenforceable, such invalidity shall not affect the remaining terms of this Agreement, and the Agreement shall continue in full force and effect.
- i. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement.

19. **Notices.** All notices hereunder must be in writing and shall be deemed validly given if (i) sent by certified mail, return receipt requested, in which case the notice shall be effective three (3) business days after mailing; or (ii) by a nationally recognized courier service that provides overnight delivery and provides verification of such delivery, in which case the notice shall be effective upon receipt, and addressed as follows (or to such alternate address as either Party may specify to the other, in writing, at least ten (10) business days prior to such notice being given):

To MACC:

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

with Copy to:

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

To PUD:

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

with Copy to:

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

Contract ID: 430-3720A

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

MACC:

Multi Agency Communications Center

by: Jackie A Jones
Jackie A. Jones

its Director of MACC911

Date 12-11-13

Multi Agency Communications Center
as to form only

by: _____

Katherine Kenison
its Attorney

PUD:

Public Utility District No. 2 of Grant County,
Washington

by: Andrew Munro
Andrew Munro

its Director of Customer Service

Date 12-06-13

Contract ID: 430-3720C

Contract ID: 430-3720A

**Exhibit A
Tower Sites**

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

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

Contract ID: 430-3720A

**Exhibit B
T1 Service Diagram**

MACC shall provide T1 Service to PUD as follows:

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

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



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

Contract ID: 430-3720C

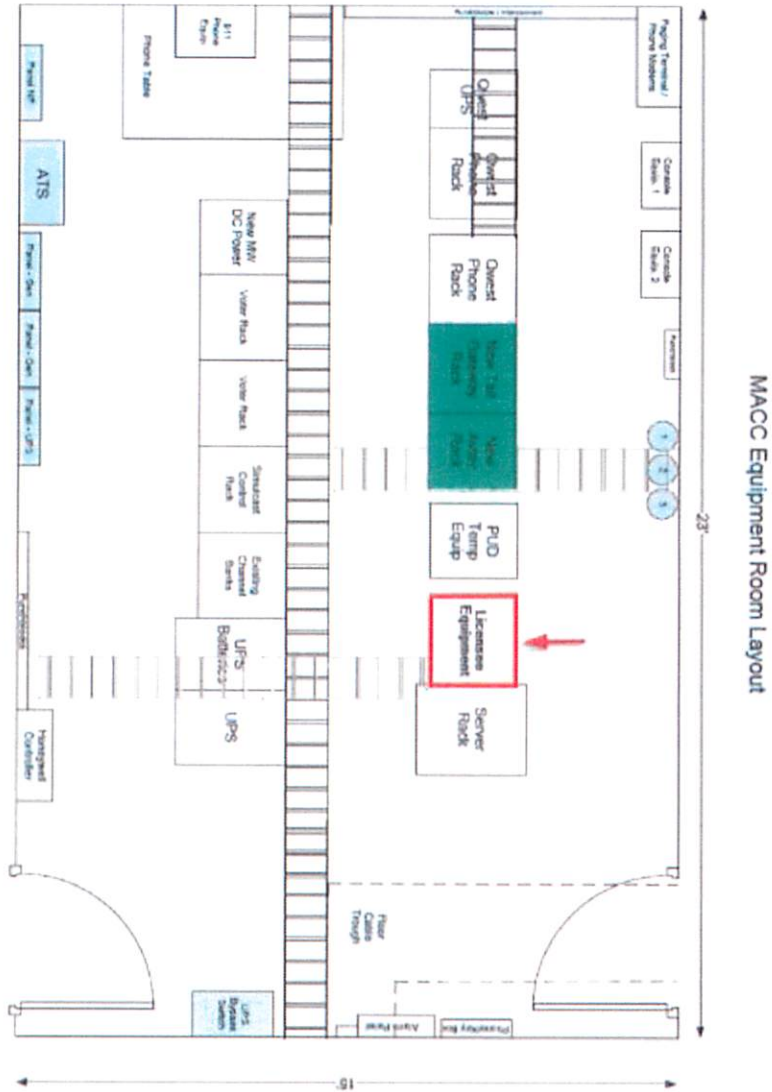
Contract ID: 430-3720A

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

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

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

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



4-23-11 DM

Contract ID: 430-3720C

Attachment C
"Memorandum of Moses Lake 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 MOSES LAKE RADIO SITE LICENSE AGREEMENT
CONTRACT ID: 430-3720C
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: Lot 4, Bud Wiser Plat, Vol. 16, Pages 60 and 61, Grant County, WA
APN: 090775504

MEMORANDUM OF MOSES LAKE RADIO SITE LICENSE AGREEMENT

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

Licensor and Licensee entered into a Moses Lake Radio Site License Agreement with an Effective Date of the 29th day of May 2014, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing is set forth in the Moses Lake Radio Site License Agreement.

The Moses Lake 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: Lot 4, Bud Wiser Plat, as per plat recorded in Volume 16 of Plats, Pages 60-61, records of Grant County Washington. TOGETHER WITH and SUBJECT TO Easements, Reservations, Covenants and Restrictions of record and in view, as further described and depicted on **Exhibit A** attached hereto.

The Address of the Premises is: 208 South Hamilton Road, Moses Lake, WA, 98837, as further described and 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, all as defined and depicted in the Moses Lake Radio Site License Agreement."

The duplicate and original copies of the Moses Lake 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 Moses Lake 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: 05/29/14

Licensee:

Public Utility District No. 2 of Grant County,
Washington

By: Andrew Munro

Print Name: Andrew Munro

Its: Director of Customer Service

Date: 5/28/14

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: _____

Notary Seal



Dean Hane

(Signature of Notary)
Dean Hane

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

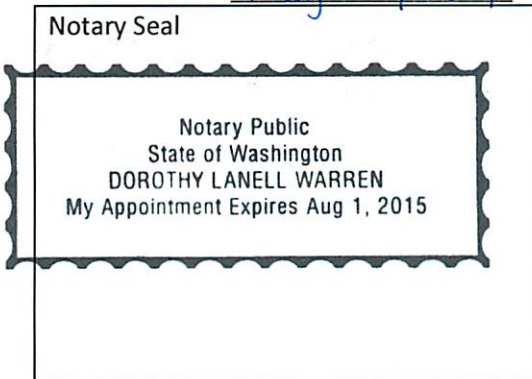
NOTARY BLOCK –Public Utility District No. 2 of Grant County, Washington

STATE OF WASHINGTON)
) SS.
COUNTY OF GRANT)

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

Dated: May 28, 2014

Notary Seal



Dorothy Lanell Warren

(Signature of Notary)

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

Exhibit A
Legal Description of Property

Grant County APN 090775504, with a street address of 208 South Hamilton Road, Moses Lake, WA 98837 as shown on the survey attached hereto as Exhibit B, page 2, and legally described as follows:

Lot 4, Bud Wiser Plat, as per plat recorded in Volume 16 of Plats, Pages 60-61, records of Grant County Washington. TOGETHER WITH and SUBJECT TO Easements, Reservations, Covenants and Restrictions of record and in view.

The Property is further depicted in the drawing below:

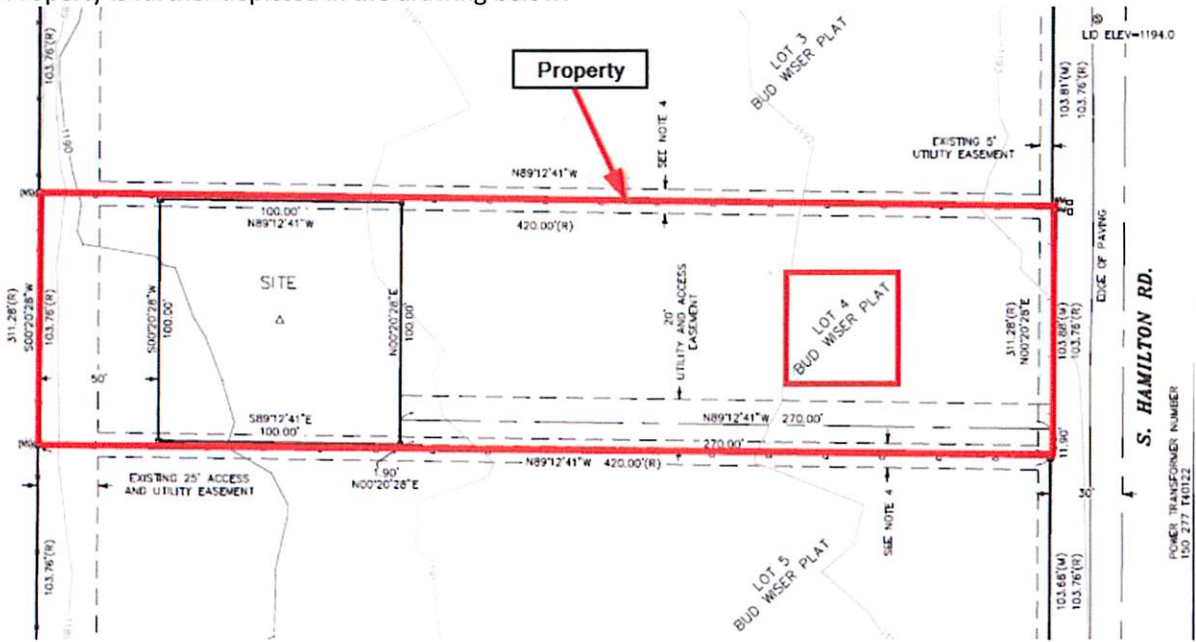


Exhibit B
Premises and Easements
(Page 1 of 2)

Commencing at the Southeast Corner of Lot 4, Bud Wiser Plat, as per plat recorded in Volume 16 of Plats, Pages 60-61, Records of Grant County, WA, thence North 89°12'41" West along the Southerly line of said lot 270.00 feet; thence North 00°20'28" East 1.90 feet to the true point of beginning; thence continuing North 00°20'28" East 100.00 feet; thence North 89°12'41" West parallel with and 12.86 feet southerly of the northerly boundary line of said lot 100.00 feet; thence South 00°20'28" West parallel with and 50.00 feet Easterly of the Westerly boundary line of the said lot 100.00 feet; thence South 89°12'41" East parallel with and 1.90 feet North of the Southerly boundary line of the Lot 100.00 feet to the said True Point of Beginning;

Contains 10,000 Sq. Ft.

TOGETHER WITH an Easement for Access and Utilities 20.00 feet in width extending from the Easterly Boundary Line of above said Lot 4, Bud Wiser Plat, the centerline described as follows:

Commencing at the Southeasterly corner of above said Lot 4; thence North 00°28'28" East along the Easterly Boundary of said Lot 4, a distance of 11.90 feet to the True Point of Beginning; thence North 89°12'41" West parallel with and 11.90 feet Northerly of the Southerly boundary line of the said Lot 270.00 feet to the Easterly boundary of the above described Lease Site and the terminus of said Easement.

TOGETHER WITH and **SUBJECT TO** Easements, Reservations, Covenants and Restrictions of record and in view.

The Premises and Easement for Access and Utilities are further depicted in the drawing below:

