

Wahatis Radio Site License Agreement

Contract ID: 430-3720E

Between

Multi Agency Communications Center

And

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



Wahatis Radio Site License Agreement

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

RECITALS

WHEREAS, Licensor entered into the Prime Lease with the United States of America, acting through the Bureau of Land Management, Department of the Interior ("Prime Lessor") on April 1, 2008, pursuant to which Licensor leases the Premises from Prime Lessor; and

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

WHEREAS, the Prime Lease does not require the consent of the Prime Lessor in order for Licensor to sublet the Premises; however, the Prime Lessor has the right to approve any new construction or modifications at the Premises. Accordingly, if such consent is required, it is attached hereto as **Attachment B – Prime Lessor Consent to Licensee Equipment**.

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

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

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

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

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

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

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

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

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

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

"Prime Lease" is the *"Communications Use Lease"* entered into between Licensor and the United States of America, acting through the Bureau of Land Management, Department of the Interior, with an effective date of April 1, 2008, and expires on December 31, 2037, as it may be amended, modified or renewed from time to time, or any agreement replacing the current Prime Lease, governing Licensor's use of the Property (attached as **Attachment A – Prime Lease**).

"Property" is defined as Grant County APN 160035000 commonly known as the Wahatis Peak Communications Site, located at 19387 Wahatis Peak Road SW, Royal City, Grant County, WA, as further described and shown on **Exhibit A – Legal Description of Property** to this License.

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

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

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

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

associated with Tower upgrades that are a result of Licensee's use of the Premises. These amounts shall be due and payable in full within thirty (30) calendar days from Licensor's invoice date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. **Electrical Power.** During the term of this License, Licensee shall have access to Licensor's electrical circuits for provision of power to the Licensee Equipment. Licensee's use is limited to the use of AC circuit 30 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 C – Network Service Agreement**, as it may be amended from time to time. The modification, expiration or termination of such Network Service Agreement shall not affect the validity or enforceability of this License in any way.

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

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

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

12. **Assignment.**

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

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

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

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

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

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

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

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

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

16. **Subordination.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. the date title vests in the name of the condemning authority, or

- b. the date of transfer of control of the Property or the portion thereof to the condemning authority.

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

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

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

- a. Within thirty (30) calendar days of the Effective Date, Licensee has the right to obtain a title report or commitment for a licensehold title policy from a title insurance company of its choice. If, in the reasonable opinion of Licensee, such title report shows any defects of title or any liens or encumbrances that may adversely affect Licensee's use of the Licensed Facilities, Licensee shall have the right to terminate this License upon written notice to Licensor. If Licensee fails to or elects not to obtain such title report within such thirty (30) day period, Licensee shall have waived the right to terminate the License pursuant to this paragraph.
- b. The Parties agree that the survey attached on **Exhibit B**, and recorded on the Property on August 12, 2008, under Grant County Auditor's File Number 1241654, shall be sufficient for the purposes of this License.

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

- a. The failure of Licensee to pay the License Fees, Other Fees, or any other payment due under this License when such payment is due.
- b. The failure of Licensee, its agent(s), subcontractor(s) or employee(s) to perform or observe any provision of this License.
- c. The misrepresentation by either Party in any of the representations or warranties contained herein.

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

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

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

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

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

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

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

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

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

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

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

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

28. **Recording.** Licensor agrees to execute a memorandum of this License (attached as **Attachment D – Memorandum of Wahatis 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 Wahatis Radio Site License Agreement is for recording purposes only and bears no reference to commencement of the Initial Term or terms and conditions of this License.

29. **Miscellaneous.**

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

- h. The only remedies available to the Parties are those contained herein, regardless of any conflict of laws, including, without limitation, those contained in Chapter 59 of the Revised Code of Washington.
- i. If any part of this License is found to be invalid or unenforceable, such invalidity shall not affect the remaining terms of this License, and the License shall continue in full force and effect.
- j. This License may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same license.
- k. This License shall run with the Property. This License is binding upon Licensor and Licensee and their respective heirs, successors and permitted assigns.
- l. By Licensee's execution of this License, Licensee acknowledges that Licensee has reviewed the Prime Lease and all exhibits thereto, and Licensee warrants and agrees to (i) at all times comply with the terms of the Prime Lease applicable to Licensee's use and occupancy of, and operations on, the Premises; and (ii) not take any action, or fail to take any action, on the Premises that would cause a breach under the Prime Lease.

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

To Licensor:

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

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:

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

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

Exhibit A	Legal Description of Property
Exhibit B	Licensor Premises
Exhibit B-1	Easements
Exhibit C	Licensed Facilities - Tower Facilities
Exhibit C-1	Licensed Facilities - Building Facilities
Exhibit D	Site Installation and Operating Practices
Exhibit E	Other Agreements
Attachment A	Prime Lease
Attachment B	Prime Lessor Consent to Licensee Equipment
Attachment C	Network Service Agreement
Attachment D	Memorandum of Wahatis 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

Printed Name: Jackie A. Jones

Its: Director

Date: 12/1/13

Licensee:

Public Utility District No. 2 of Grant County,
Washington

By: Andrew Munro

Print Name: Andrew Munro

Its: Director of Customer Service

Date: 12-06-13

Multi Agency Communications Center
as to form only

by: _____

Katherine Kenison
its Attorney

NOTARY BLOCK – Multi Agency Communications Center

STATE OF WASHINGTON)
) SS.
COUNTY OF GRANT)

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

Dated: 12-11-13



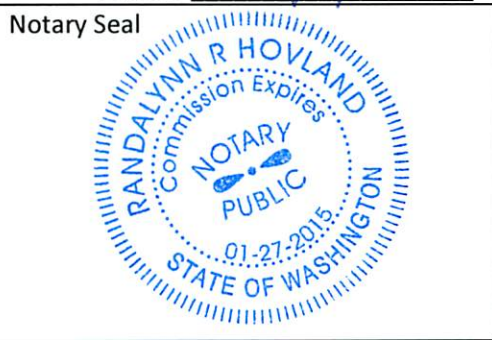
Jennifer M. Kriete
(Signature of Notary)
Jennifer M. Kriete
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires: 02-25-14

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

STATE OF WASHINGTON)
) SS.
COUNTY OF GRANT)

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

Dated: 12/6/13



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

Jennifer M. Krizek
Notary Public

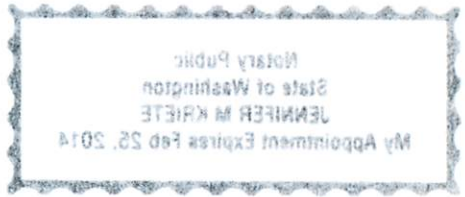


Exhibit A
Legal Description
(Page 1 of 3)

The Property is identified as Grant County APN 160035000, commonly known as the Wahatis Peak Communications Site, situated in Grant County, WA, with an address of 19387 Wahatis Peak Road SW, Royal City, WA.

The legal description for the Property is: The NW 1/4, Section 10, Township 15 North, Range 26 East, Willamette Meridian, Grant County, Washington.

Grant County APN 160035000 is further depicted in the attached drawings (see next 2 pages).

Exhibit A
Legal Description
(Page 2 of 3)

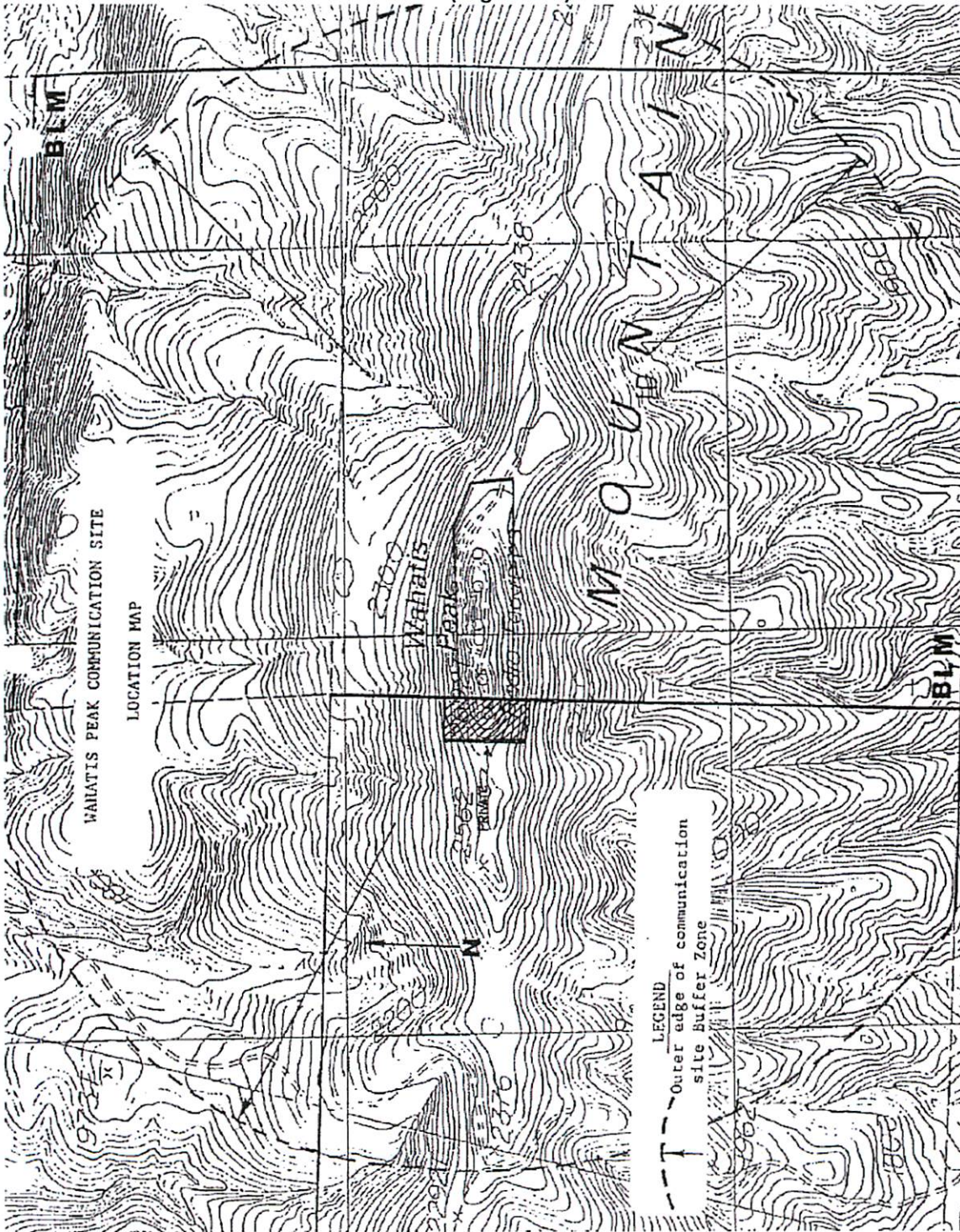
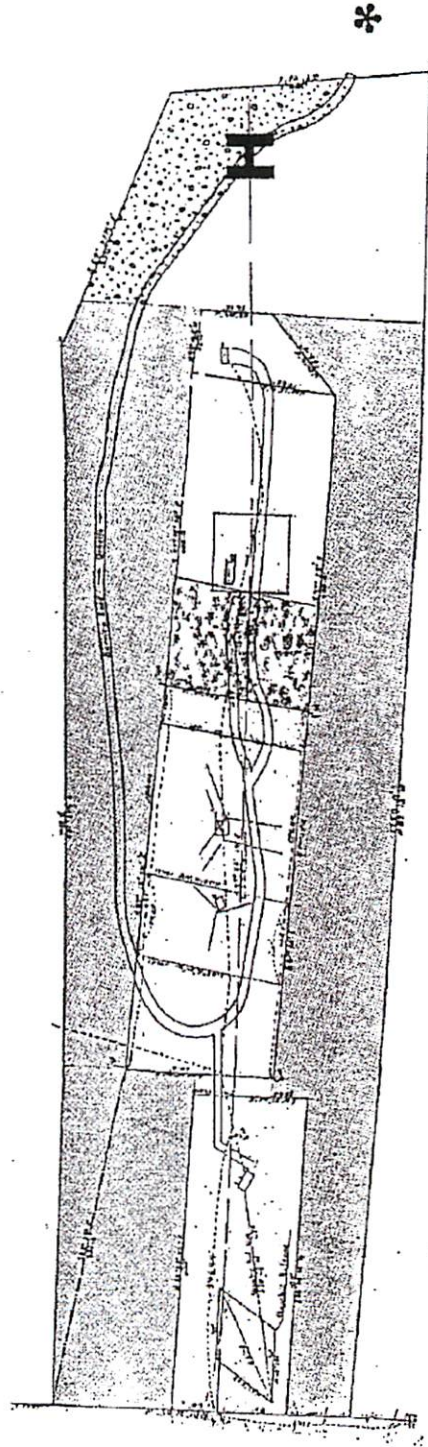


Exhibit A
Legal Description
(Page 3 of 3)

WAHATIS PEAK COMMUNICATION SITE
SITE MAP



LEGEND

- Use Zones
- No-build: Excessive Slope; Prohibit surface disturbance.
 - Reserve: Retain for future development.
 - Federal: Retain for federal facilities.

- Symbols
- H Helicopter landing area.
 - * Potential barrier/gate location (200' east of site boundary).

**Exhibit B-1
Licensor Premises**

Easements

The Access Easements are as stated in Section IV, (A) 5 of the "*Wahatis Peak Communication Site - Management Plan*" attached hereto as part of the Prime Lease, as it may be amended or modified from time to time:

"Access to and across the site will be restricted to that currently existing"

The Utility Easement is also restricted to that which is currently existing. Licensor shall provide all utilities to the Licensed Facilities, and Licensee shall NOT have access to the Utility Easement.

**Exhibit C
Licensed Facilities**

Tower Facilities

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

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

Antennas

<u>Qty.</u>	<u>Antenna Type</u>	<u>Make</u>	<u>Model</u>	<u>Dimensions</u>	<u>Mount Location</u>	<u>Centerline Height</u>	<u>Weight</u>
1	Dual Omni	dB Spectra	DS8A06F36D-N	170" x 3" x 170"	West Leg	72.9'	31 lbs
1	GPS	Spectracom	8225	4"	Ice Bridge		6.8 oz

Coax & Diplexers

<u>Qty.</u>	<u>Type</u>	<u>Make</u>	<u>Model</u>	<u>Size</u>	<u>Height</u>	<u>Weight</u>
2	Helix	Andrew	AVA5-50	7/8"	70'	.30lb/ft

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

Licensed Frequencies

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

<u>Transmit Frequencies</u>	856.4375	858.4375
<u>Receive Frequencies</u>	811.4375	813.4375

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

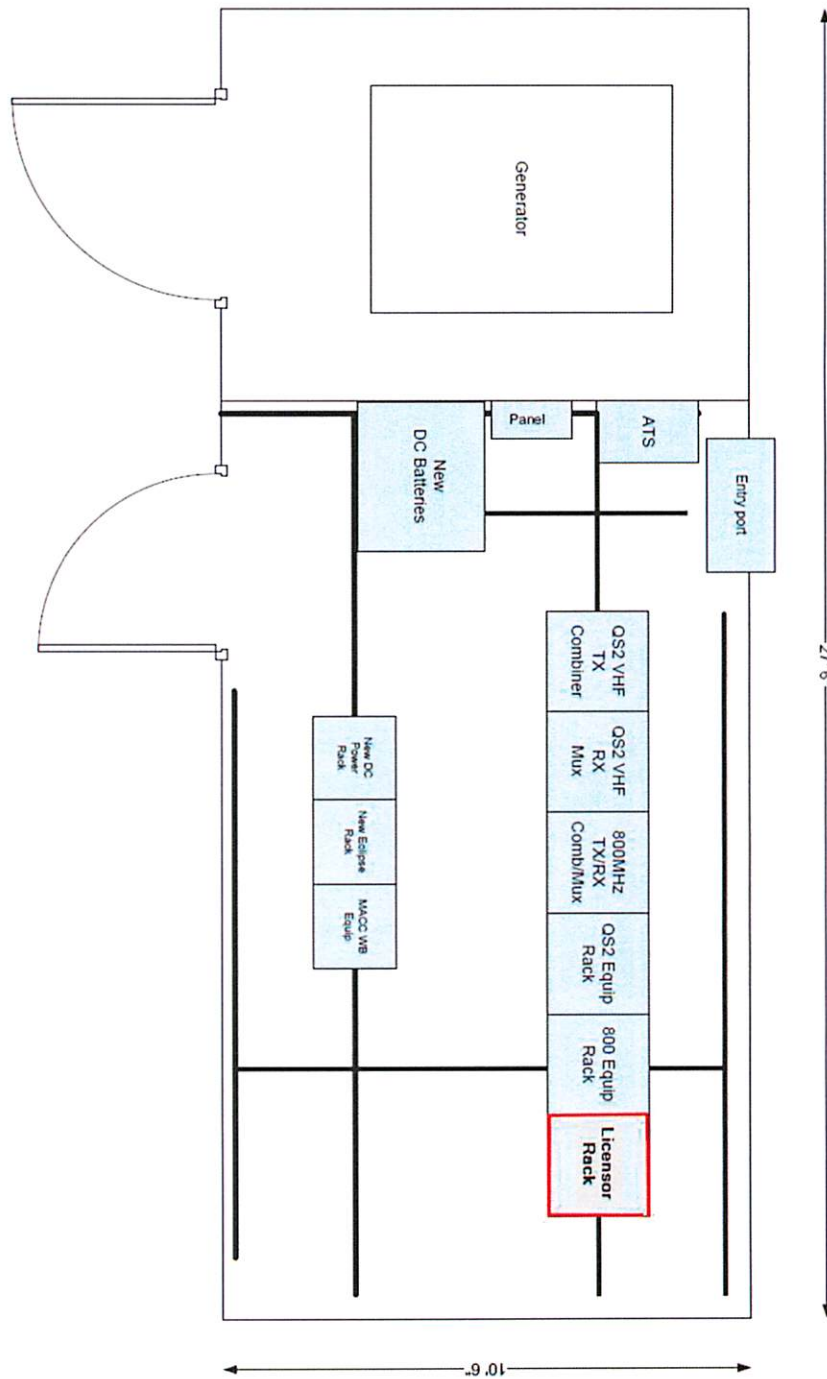
Building Facilities

Licensee's use within the building located at 19387 Wahatis Peak Road SW, Royal City, Grant County, WA shall be limited to the following portions of the Premises ("**Building Facilities**"):

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

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

Building Facilities



Wahatis Shelter Equipment Layout

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

Building Facilities

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

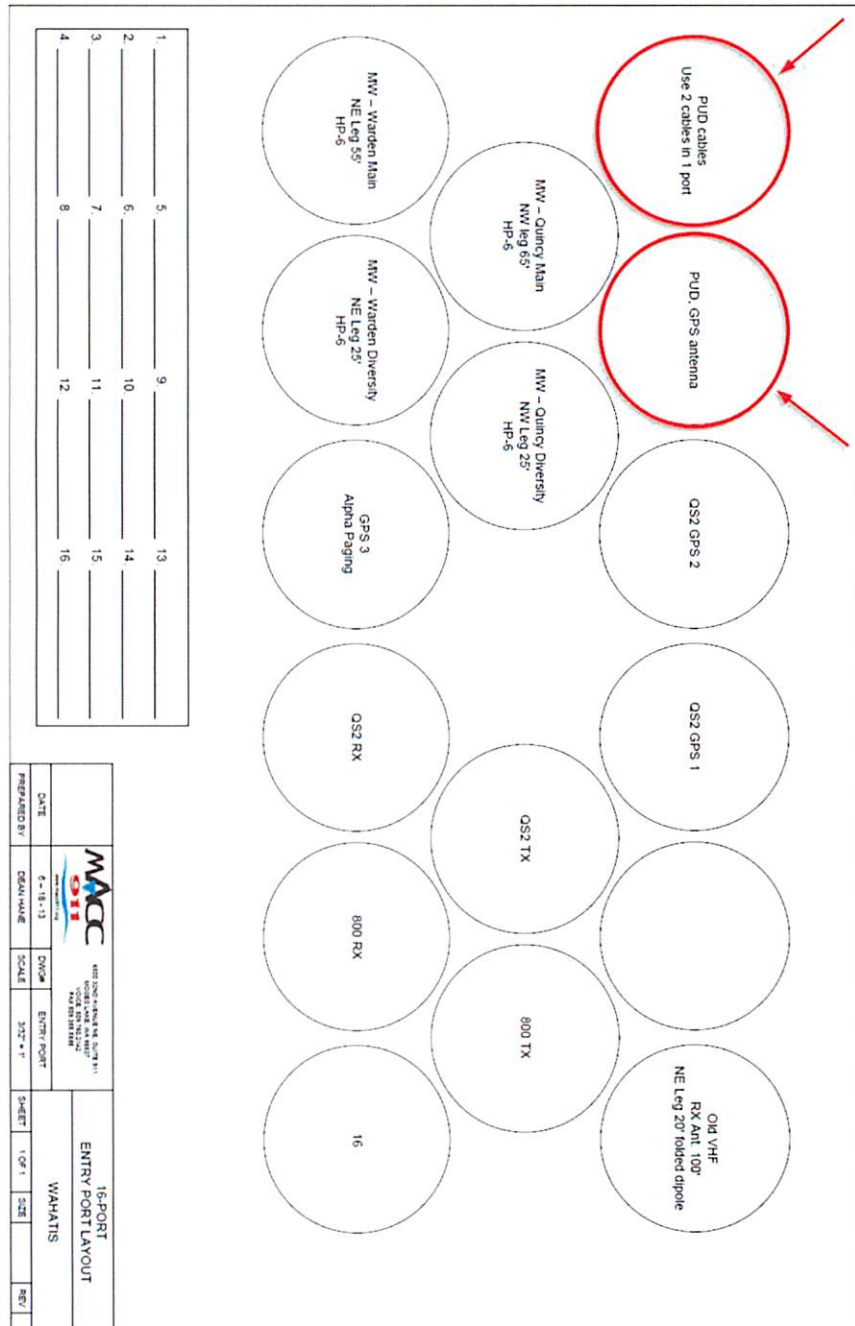


Exhibit D
Site Installation and Operating Practices
(Page 1 of 4)

MULTI AGENCY COMMUNICATIONS CENTER RADIO COMMUNICATIONS SERVICES
SITE AND FACILITY STANDARDS

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

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

Transmitter/Receiver Filtering Standards

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

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

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

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

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

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

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

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

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

Site Engineering Standards and Site User Practices

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Exhibit E
Other Agreements**

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

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

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

**Attachment A
Prime Lease
(Page 1 of 26)**

Form 2800-18
(Revised March 2004)

Issuing Office: Wenatchee Field Office
Serial Number: WAOR 39229

THE UNITED STATES
Department of the Interior
Bureau of Land Management

COMMUNICATIONS USE LEASE

<u>Multi Agency Communication Center</u> (Lessee Name)	of <u>6500 32nd Avenue NE, Suite 911</u> (Billing Address - 1)		
<u></u> (Billing Address -2)	<u>Moses Lake</u> (City)	<u>WA</u> (ST)	<u>98837</u> (Zip Code)

THIS LEASE, dated this 1st day of April, 2008, by and between the UNITED STATES OF AMERICA, acting through the Bureau of Land Management, Department of the Interior (hereinafter called the "United States" or "Bureau of Land Management"), as authorized by the Act of October 21, 1976, and implementing regulations (90 Stat. 2743; 43 U.S.C. 1701, et seq.; 43 CFR 2800), and the Multi Agency Communications Center, its agents, successors, and assigns (hereinafter called the "Lessee").

The United States and the Lessee are jointly referred to herein as the "Parties." As used herein, the "Authorized Officer" refers to the Bureau of Land Management official having the delegated authority to execute and administer this lease. Generally, unless otherwise indicated, such authority may be exercised by the Field Manager or District Manager for the public lands wherein the following described lands are located.

The United States, for and in consideration of the terms and conditions contained herein and the payment to the United States of a rental in advance by the Lessee, does hereby grant to the Lessee a lease for the following described lands in the County of Grant, State of Washington: a portion of the NW1/4, Section 10, T.15N., R.26E., Willamette Meridian (Legal Description) (hereinafter called the "property"). The Lessee accepts this lease and possession of the property, subject to any valid existing rights, and agrees not to use the property, or any part thereof, except as a site for only the construction, operation, maintenance, and termination of a 911 Emergency radio (Tait T834 receivers and Lynx microwave radios) and CMRS communications facility. (Type of Communication Use)

The location of the property is shown generally on the site plan dated October 7, 1988 for the Wahatis Peak Communications Site which is attached and made part hereof as Exhibit A. The facilities specifically authorized under this lease are shown on the plat contained in Exhibit B. (Alternately, list all approved facilities here including buildings, roads, fences, towers, generators, tanks, etc.)

The dated and initialed exhibit(s), attached hereto, are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety.

The parties agree that this lease is made subject to the following terms and conditions.

I. TENURE, RENEWAL AND TRANSFERABILITY

A. This lease will terminate at one minute after midnight on December 31, 2037. Termination at the end of the lease term occurs by operation of law and does not require any additional notice or documentation by the Authorized Officer. This lease is not renewable; but the Lessee has the right to request a new lease pursuant to paragraph "C" below.

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B. The Lessee will undertake and pursue with due diligence construction and operation that is authorized by this lease. To the extent specified in Exhibit C, construction will commence on December 31, 2008.
(Date)

This lease will terminate if operation does not commence by that date, unless the parties agree in writing, in advance, to an extension of the commencement date.

C. If the Lessee desires a new lease upon termination of this lease, the Lessee must notify the Authorized Officer accordingly, in writing. The notice must be received by the Authorized Officer at least one year prior to the end of the lease term. The Authorized Officer will determine if the use should continue and, if it is to continue, if a new lease should be issued to the Lessee and under what conditions. The Authorized Officer will require payment of any amounts owed the United States under any Bureau of Land Management authorization before issuance of another authorization.

D. This lease is assignable with prior written approval of the Authorized Officer. Renting of space does not constitute an assignment under this clause.

II. RENTAL

A. The Lessee must pay in advance an annual rental determined by the Authorized Officer in accordance with law, regulation, and policy. The annual rental will be adjusted by the Authorized Officer to reflect changes in fair market value, annual adjustments using the Consumer Price Index-Urban (CPI-U), changes in tenant occupancy, or phase-in of rental, if applicable.

B. After the initial rental period rental payments are due at the close of the first business day after January 1 of each calendar year for which a payment is due. Payments due the United States for this use must be deposited at Bureau of Land Management, 1103 N. Fancher Road, Spokane Valley, WA 99212-1275 in the form of a check or money order payable to Bureau
(Address)

of Land Management, DOI. Credit card payments (VISA and MasterCard) can be made in person, through the mail, or by telephone. This lease will terminate automatically if accrued rent is not received by the Bureau of Land Management within 90 calendar days after the initial due date for the payment of such rent.

C. Pursuant to the Federal Claims Collection Act of 1966, as amended, 31 U.S.C. 3717, *et seq.*, regulations at 7 CFR Part 3, Subpart B and 4 CFR Part 102, an interest charge will be assessed on any amount due but not received by the due date. Interest will accrue from the date the payment was due. Administrative costs will also be assessed in the event that two or more billing notices are required for unpaid accounts. In addition, an administrative penalty at a percentage rate prescribed by law or regulation will be assessed for failure to pay any portion of the debt that is more than 90 days past due. This paragraph survives the termination of this lease, regardless of cause.

Other late fee charges may be assessed in accordance with standard BLM accounting procedures and policy.

D. Disputed rentals are due and payable on or before the due date.

III. RESPONSIBILITIES OF THE LESSEE

A. The Lessee is authorized to rent space and provide other services to customers and/or tenants and must charge each customer/tenant a reasonable rental without discrimination for the use and occupancy of the facilities and services provided. The Lessee must impose no unreasonable restrictions nor any restriction restraining competition or trade practices. By October 15th of each year, the Lessee must provide the Authorized Officer a certified statement, listing all tenants and customers, by category of use, located within the facility on September 30th of that year.

B. All development, operation and maintenance of the authorized facility, improvements, and equipment located on the property must be in accordance with stipulations in the communications site plan approved by the Authorized Officer. If required by the Authorized Officer, all plans for development, layout, construction, or alteration of improvements on the property as well as revisions of such plans, must be prepared by a licensed engineer, architect, and or landscape architect. Such plans must be approved in writing by the Authorized Officer before commencement of any work. After completion, as-built plans, maps, surveys, or other similar information will be provided to the Authorized Officer and appended to the communications site plan.

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C. The Lessee must comply with applicable Federal, State, county, and municipal laws, regulations and standards for public health and safety, environmental protection, siting, construction, operation, and maintenance in exercising the rights granted by this lease. The obligations of the Lessee under this lease are not contingent upon any duty of the Authorized Officer, or other agent of the United States, to inspect the premises. A failure by the United States, or other governmental officials, to inspect is not a defense to noncompliance with any of the terms or conditions of this lease. Lessee waives all defenses of laches or estoppel against the United States. The Lessee must at all times keep the title of the United States to the property free and clear of all liens and encumbrances.

D. Use of communications equipment is contingent upon the possession of a valid Federal Communications Commission (FCC) or Director of Telecommunications Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization (if required), and the operation of the equipment is in strict compliance with applicable requirements of FCC or IRAC. A copy of each applicable license or authorization must at all times be maintained by the Lessee for each transmitter being operated. The Lessee must provide the Authorized Officer, when requested, with current copies of all licenses for equipment in or on facilities covered by this lease.

E. The Lessee must ensure that equipment within his or her facility (including tenant and customer equipment) operates in a manner which will not cause harmful interference with the operation of existing equipment on or adjacent to the communications site. If the Authorized Officer or authorized official of the Federal Communications Commission (FCC) determines that the Lessee's use interferes with existing equipment, the Lessee must promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the Authorized Officer or FCC official.

F. When requested by the Authorized Officer, the Lessee must furnish technical information concerning the equipment located on the property.

IV. LIABILITIES

A. The Lessee assumes all risk of loss to the authorized improvements.

B. The Lessee must comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*, the Comprehensive Environmental Response, Control, and Liability Act, 42 U.S.C. 9601 *et seq.*, and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation, and maintenance of any facility, improvement, or equipment on the property.

C. The Lessee must indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the Lessee's use or occupancy of the property. The Lessee's indemnification of the United States must include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this lease. Indemnification must include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph survives the termination or revocation of this lease, regardless of cause.

D. The United States has no duty, either before or during the lease term, to inspect the property or to warn of hazards and, if the United States inspects the property, it will incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This paragraph survives the termination or revocation of this lease, regardless of cause.

E. The Lessee has an affirmative duty to protect from damage the land, property, and interests of the United States.

User notes for optional clause E(1):

1. Use clause E(1) in conjunction with clause E in situations in which the Authorized Officer determines that the risk to public lands, resources, or interest is greater than the Lessee's assets or ability to correct.

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2. If Lessee is a State or political subdivision thereof and such entity has statutory or constitutional authorities limiting the amount of liability or indemnification payable, the Authorized Officer must prepare a risk assessment to determine the United States's potential for losses due to personal injury, loss of life, or property damage caused by the State's use or occupancy. If the Authorized Officer determines, through the risk assessment that the potential for injury, loss, or damage caused by the State's use or occupancy is in excess of the State's liability limitation, the State must procure, as a requirement to be fulfilled before execution of this lease, insurance (see below), and name the United States, together with the State, as an insured on the policy(s), in the amount determined in the risk assessment that exceeds the State's liability limitation.

E. (1). The Lessee must maintain \$ _____ worth of insurance coverage, naming the United States additionally insured on the policies(s), to partially fund the indemnification obligations of the Lessee for any and all losses due to personal injury, loss of life, or property damage, including fire suppression and hazardous waste costs. The Lessee must furnish proof of insurance (such as a surety bond, or certificate of insurance) to the Authorized Officer prior to execution of this lease and verify annually, and in writing, the insurance obligation to the Authorized Officer. The Authorized Officer may allow the Lessee to replace, repair, restore, or otherwise undertake necessary curative actions, to the satisfaction of the Authorized Officer, in order to mitigate damages in addition to or as an alternative to monetary indemnification.

F. In the event of any breach of the lease by the Lessee, the Authorized Officer may, on reasonable notice, cure the breach at the expense of the Lessee. If the Bureau of Land Management at any time pays any sum of money or does any act which requires payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages will, at the election of the Bureau of Land Management, be deemed to be additional rental hereunder and will be due from the Lessee to the Bureau of Land Management on the first day of the month following such election.

V. OTHER PROVISIONS

A. **Nondiscrimination.** The Lessee must at all times operate the described property and its appurtenant areas and its buildings and facilities, whether or not on the property, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of the Interior and in effect on the date this lease is granted to the end that no person in the United States will, on the grounds of race, sex, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the programs or activities provided thereon.

B. Termination and Suspension.

1. General. For purposes of this lease, termination and suspension refer to the cessation of uses and privileges under the lease.

"Termination" refers to an action by the Authorized Officer to end the lease because of noncompliance with any of the prescribed terms, abandonment, or for reasons in the public interest. Termination also occurs when, by the terms of the lease, a fixed or agreed upon condition, event, or time occurs. For example, the lease terminates at expiration. Termination ends the Lessee's right to use the public land for communication purposes.

"Suspension" is a temporary action and the privileges may be restored upon the occurrence of prescribed actions or conditions.

2. This lease may be suspended or terminated upon breach of any of the terms or conditions herein or upon nonuse, or when in the public interest. Nonuse refers to a failure to operate consistently the facilities on the property for any period during the term in excess of 180 days. When suspended or terminated in the public interest, the Lessee will be compensated subject to the availability of appropriated funds. Compensation will be based upon the initial cost of improvements located on the lease, less depreciation as allocated over the life of the improvements as evidenced by the Lessee's Federal tax amortization schedules.

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3. Except in emergencies, or in case of nonuse, the Authorized Officer will give the Lessee written notice of the grounds for termination or suspension and a reasonable time, not to exceed 90 days, to complete the corrective action. After the prescribed period, the Bureau of Land Management is entitled to such remedies as are provided herein.
4. Any discretionary decisions or determinations by the Authorized Officer on termination or suspension are subject to appeal in accordance with the regulations in Title 43, Code of Federal Regulations.

C. Restoration

1. In the event the Authorized Officer decides not to issue a new lease, or the Lessee does not desire a new lease, the Lessee must, prior to the termination of this lease, restore and stabilize the site to the satisfaction of the Authorized Officer.
2. In the event this lease is revoked for noncompliance, the Lessee must remove all structures and improvements within a reasonable period as determined by the Authorized Officer, except those owned by the United States, and must restore the site as nearly as reasonably possible to its original condition unless this requirement is otherwise waived in writing by the Authorized Officer.
3. If the Lessee fails to remove all structures or improvements within the prescribed period, they will become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States.

D. **Members of Congress.** No member of or Delegate to Congress or Resident Commissioner may benefit from this lease either directly or indirectly, except when the lease provides a general benefit to a corporation.

E. **Reservations.** This lease is granted subject to the following reservations by the United States:

1. The right to all natural resource products now or hereafter located on the property unless stated otherwise herein, and the right to obtain, utilize, or dispose of such resources insofar as the rights and possession of the Lessee are not unreasonably affected.
2. The right to modify the communications site plan as deemed necessary.
3. The right to enter upon the lease and inspect all facilities to assure compliance with the conditions of this lease.
4. The right of the United States to use or to authorize the use of the property for compatible uses, including the subsurface and air space.

In the event of any conflict between any of the preceding printed clauses or any provisions thereof and any of the following clauses or any provision thereof, the preceding printed clauses control.

User Note: Additional conditions may be added as an exhibit to address special concerns.

See Attached "Exhibit C"

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ACCEPTED this 31st day of March, 2008, I, the undersigned have read, understand and accept the terms and conditions of this lease.

Mary Allen, Director

Mary Allen
Lessee

User Note: If a corporation is the Lessee, the title of the duly authorized official signing on behalf of the corporation should be added to the signature block.

IN WITNESS WHEREOF, the Bureau of Land Management, by its Authorized Officer, has executed this lease on the day and year first written above.

UNITED STATES OF AMERICA

Dana Peterson

(Signature of Authorized Officer)

Acting Field Manager

(Title of Authorized Officer)

Dana Peterson

(Printed Name of Authorized Officer)

April 21, 2008

(Date)

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WAHATIS PEAK COMMUNICATION SITE

MANAGEMENT PLAN

APPROVED:

James F. Fisher *Oct. 7, 1988*
Area Manager-Wendotchee Resource Area Date

Revised
September 1988

WAOR 39229 - EXHIBIT A - Wahatis Peak Communication Site Plan

Date: *3.27.08* *ma* Initials *osp* Initials

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I. Site History & Current Situation

The development of Wahatis Peak as a communication site began in the early 1960's when electrical power was brought to the hill, and land mobile radio (LMR) facilities were installed by Sun Basin Growers, Inc., an agri-business corporation. Since that time, the demand for communications facilities on the peak has slowly and steadily grown.

The first Wahatis Peak Communication Site Management Plan (SMP) was completed in February of 1982, to improve the electronic environment on the site, and to eliminate unauthorized use of the site. Many site improvements were made through voluntary actions and capital expenditures by then existing users. Those users remain on the site.

Currently, on-site there are: two privately owned facilities, authorized by rights-of-way (R/W) with subleasing rights, capable of serving 33 mixed security/non-security community and non-community LMR repeaters; one federally-owned facility housing several federal agency LMR repeaters, each with a separate R/W; and one authorized association-owned low power television translator. There are no known unauthorized users on the site.

II. Plan Objectives

- To provide for the planned, orderly, and compatible use of public lands comprising the Wahatis Peak Communication Site
- To provide existing and future site users the opportunity to maintain or exceed the quality of current electronic operations in secure, serviceable and convenient facilities.
- To insure that continued development of the communications site will be consistent with BLM's Visual Resource Management objectives.

III. Plan Development

A. Original Plan

Several management alternatives were presented to existing users and interested parties at a meeting held in Othello, Washington, April 2, 1980. The purpose of the meeting was to obtain public input concerning future management of the Wahatis Peak Site.

Based on BLM's receipt of written comments and input received at that public meeting, a team of two realty specialists, a land law examiner, a landscape architect, and a communications management specialist drafted the first communication site management plan.

B. Current Revision

Receipt of two applications for microwave facilities prompted a meeting of site users/managers in Othello, Washington, July 28, 1988, for the purpose of: (1) discussing the proposed microwave applications; (2) providing recommendations for site plan amendments needed to facilitate

1.

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such use; (3) recommending minimum site standards relative to microwave installation; and (4) discussion of any topic of interest regarding management of Wahatis Peak.

Based on input received at that meeting, and subsequent written comments, the following team drafted the 1988 revisions to the Communications Site Management Plan:

Jerry Lueger - Electronics Technician
William Schurger - Health Specialist
Jerald Speasard - Adjudicator (Team Leader)

IV. Site Management Strategy

A. General Provisions

1. Site development and management will be directed toward grouping compatible electronic user groups.
2. Existing users with similar site requirements will be encouraged to use, in common, a facility to be constructed and operated by the private sector through a right-of-way grant with subleasing rights. Additional grants with subleasing rights may be established as demand warrants.
3. Development of the site shall be directed exclusively toward low power (1,000 watts transmitter power), user groups (LMB, TV translators, microwave).
4. All facilities will conform to national, state, and local structural and electrical codes.
5. Access to and across the site will be restricted to that currently existing.
6. All user groups will comply with the attached Minimum Standards for the Wahatis Peak Communication Site. Comments regarding the technical electronic aspects of the proposed management of the site should be directed to the FCC or IRAC, with a copy to the Bureau of Land Management.
7. All facilities not consistent with this plan shall be brought into compliance as existing rights-of-way expire.

B. User Group Provisions

1. FM and High-Powered Broadcast Group

Allocate areas for this group at least three-quarters ($\frac{3}{4}$) of a mile from the area currently allocated for low power user groups (see location map "buffer zones").

2. TV Translator Group (People's TV Building)

(Reserved)

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3. Two-Way Mobile Radio Group

a. Bureau of Reclamation Building

- Upgrade existing building by installing a halon fire protection system.

b. Switzer (aka Operating Engineers') Building

- Upgrade existing building by installing a new roof and painting the building a flat, natural earth tone.

4. Microwave Group

- Accept applications for (1) a common carrier microwave facility and (2) a land mobile radio/microwave link facility, each with subleasing rights.

C. Visual Management Design Parameters

1. General

- a. Building owners and applicants shall provide sufficient data to allow evaluation of the visual compatibility of the proposed structures, structure modifications, and land form or vegetative changes.
- b. Exterior surfaces of all structures will be flat (non-glossy), non-reflective, and non-specular. All structures on the site shall have a compatible color scheme approved by the Authorized Officer.
- c. Fences and other facilities not directly related to telecommunications are prohibited. Security fencing of common carrier facilities will be evaluated on a case-by-case basis.
- d. Signs necessary for protection or public safety may be installed with prior approval of the Authorized Officer (maximum size 12" x 16").
- e. Any vegetation removed for structures and facilities will be kept to a minimum.
- f. All facilities shall be maintained in a neat, orderly fashion and shall adhere to these design parameters.

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- g. Topsoil removed during excavation shall be stockpiled and replaced on disturbed areas to help revegetation.
 - h. All waste material resulting from construction or use of the site shall be removed from the site.
2. New Buildings
- a. Exterior surfaces shall be non-reflective concrete block, aggregate or pre-cast concrete, treated to prevent passage of moisture.
 - b. Building location should complement existing structures, vegetation, topography, etc., rather than contrast with the background or be silhouetted on the skyline from traveled or populated areas.
 - c. Building height shall not exceed twelve (12) feet.
3. Existing Buildings
- Exterior surfaces shall be made flat (non-glossy), non-reflective, and non-specular.
4. Towers, Antennas (including Microwave Dishes), Solar Panels
- a. Towers shall be non-reflective steel of minimum mass sufficient to meet wind and ice loads. Microwave antenna support structures will be the minimum height necessary to obtain a clear beam path around topographic obstructions, but no greater than 125' in height. All other antenna support structures will have a maximum allowable height of 50 feet.
 - b. Locate towers so they visually tie in with site features and are clustered adjacent to buildings they serve.
 - c. Antenna towers shall be jointly used when electronically compatible.
 - d. Use of combining electronic features are required where technically feasible to minimize antenna mass and height.
 - e. Provide aesthetic housing to shield dishes or paint dishes to blend with background.
 - f. Towers requiring Federal Aviation Administration (FAA) markings and lights are prohibited.
5. Roads, Parking Area, Disturbed Areas
- a. Minimize surface disturbance and earthworks.
 - b. Revegetate disturbed areas with native or adapted species.
 - c. Screen from critical viewpoints.

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V. Agency Responsibility

BLM is responsible for providing legal access to and managing, with the exception of site security and road maintenance, the property on which the Wahatis Peak Communication Site is located. The Bureau's objectives are to:

- (1) Provide an adequate electronic environment for a maximum number of radio-electronic users; and (2) Provide coordination between BLM procedures and the procedures of the FCC and the IRAC for processing communication site right-of-way applications (FCC grants station assignments to non-governmental users; IRAC grants station assignment to government users).

VI. BLM Right-of-Way Procedures

Applicants for communication site rights-of-way must meet the requirements of 43 CFR Part 2800, 1987 edition as amended.

Before submitting applications and paying fees, prospective applicants should contact either of the BLM offices listed below in accordance with the regulations of 43 CFR 2802.1.

Completed applications including installation data sheet(s) should be sent to:

Wenatchee Field Office	Spokane District Office
Bureau of Land Management	Bureau of Land Management
915 Walla Walla Ave.	1103 N. Panchar Road
Wenatchee, WA 98801	Spokane Valley, WA 99212
OR	

Upon completing adjudication procedures, the Spokane District Office sends "Notices" to existing users, informing them of the proposal, and soliciting their comments. Comments relevant to the electronic aspects of the proposed action should also be submitted directly to the FCC or IRAC. All comments should make reference to the applicants' FCC/IRAC file number, and City of Broadcast. All comments should be as specific and detailed as possible, and suggestions should be presented to remedy the anticipated conflicts.

Comments should be sent to:

Office of the Secretary	Executive Secretary
Federal Communication Commission	NTIA
445 12 Street, S.W.	Interdepartment Radio Advisory
Washington, D.C. 20554	Committee (IRAC)
OR	U.S. Dept. of Commerce
	Herbert C. Hoover Bldg., Rm. 1007
	1401 Constitution Ave., N.W.
	Washington, D.C. 20230

Should FCC/IRAC receive data indicating technical objections to the proposed installation or modification, the Commission will determine, through appropriate procedures, the validity of such objections. These procedures may include issuing a short-term temporary authorization to test the technical feasibility of the proposed operation. The Commission will then determine if the application should be granted, and what operating conditions should be imposed. Generally, the applicant will be responsible for correcting proximity interference. Any affected existing user will be

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expected to extend all reasonable cooperation in reaching a satisfactory solution. In some cases this may involve adjustments on the part of existing users.

VII. User Responsibility

Users are responsible for: (1) Operating and maintaining the communication site in conformance to the requirements of their grant, license, and this plan; (2) Cooperating with other users, BLM, and other federal and state agencies in identifying and correcting operating problems and deficiencies (Users are encouraged to form and/or participate in a "cooperative interference committee"); (3) Maintenance of the Wahatis Peak South Access Road through membership in a road-user maintenance association.

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MINIMUM STANDARDS FOR THE
WAHATIS PEAK COMMUNICATION SITE

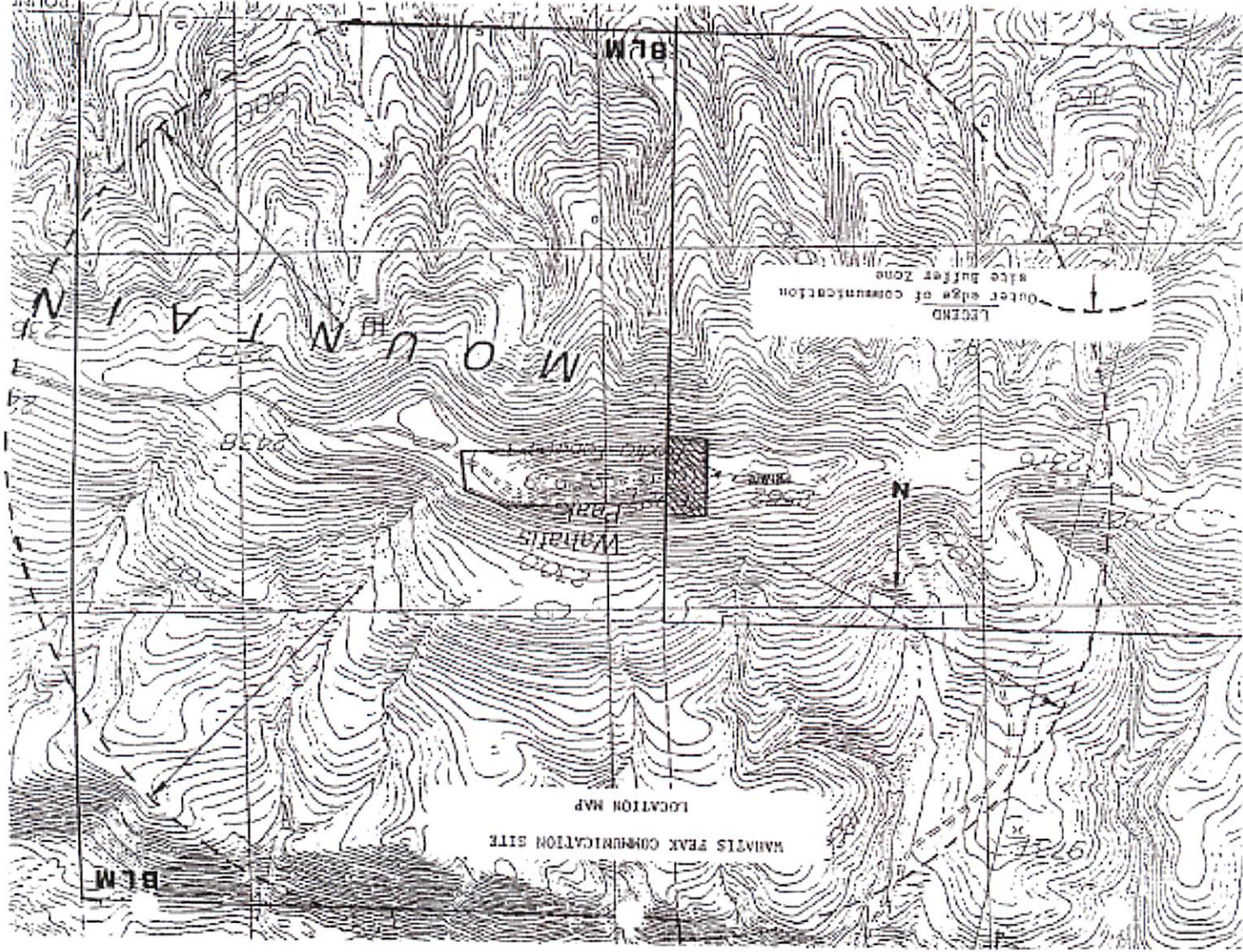
1. All Radio-Electronic type equipment, including associated cables, wiring and antenna systems, shall be installed and maintained in a clean, neat and orderly manner, and be permanently secured. All such installations will be electrically and mechanically sound.
2. All equipment shall be TYPE ACCEPTED for the intended application with proper shielding and spurious radiation suppression.
3. Transmitter Requirements:
 - a. Transmitters in the 30-50 mhz range shall have an isolator(s) to provide 15 db minimum reverse isolation and a band pass device that will provide not less than 10 db attenuation at 500 khz removed from the operating frequency. The isolator(s) shall be installed between the transmitter and the band pass device.
 - b. Transmitters in the 70-88 mhz range shall have an isolator(s) to provide 15 db minimum reverse isolation and a band pass device that will provide not less than 10 db attenuation at 1 mhz removed from the operating frequency. The isolator(s) shall be installed between the transmitter and the band pass device.
 - c. Transmitters in the 130-170 mhz range shall have a band pass device that will provide not less than 10 db attenuation at 350 khz removed from the operating frequency and a ferrite isolator with a minimum of 50 db rejection in the reverse direction. The isolator(s) shall be installed between the transmitter and the band pass device.
 - d. Transmitters in the 400-520 mhz range shall have a band pass device that will provide not less than 15 db attenuation at 1 mhz removed from the operating frequency and a ferrite isolator with a minimum of 50 db rejection in the reverse direction. The isolator(s) shall be installed between the transmitter and the band pass device.
 - e. Multifrequency transmitters will be handled on per case basis.
4. A band pass filter is recommended at the input of all receivers.
5. Notch type duplexers must be preceded by a band pass filter.
6. When radio interference occurs, notch filters, crystal filters and dual ferrite isolators and/or band pass devices may be required. The need for additional filtering equipment will be determined on a case-by-case basis.
7. Double shielded, double braided, or heliex coaxial cable is required from radio equipment through isolators, band pass devices, and duplexers, etc., to heliex transmission line. RG-8 or aluminum jacketed cable is prohibited.

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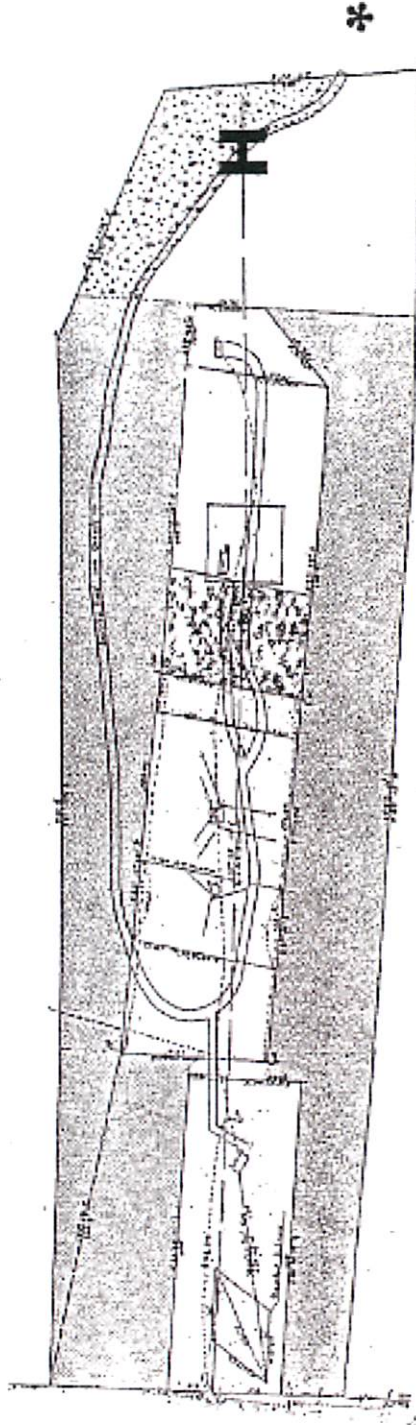
8. Solid jacketed heliax transmission line is required. Unjacketed transmission line is prohibited.
9. Type "N" connectors are preferred over other type connectors. Coax connectors and adaptors shall not be mixed.
10. Black nylon tie wraps, insulated wire wrap or approved insulated cable clamps must be used to secure transmission line to towers. Wrap lock is prohibited.
11. Insulate guy wires, bonding across clevises, brackets, etc. All loose wire or metal objects must be removed from towers. All chain link fences shall be vinyl-clad.
12. Radio equipment must be housed in metal cabinets and properly grounded. Open frame racks are prohibited.
13. All facilities and installations shall conform to the current National Electrical Safety Code.
14. Equipment changes and modifications shall not be made without prior authorization.
15. Location and height of towers and location of antennas on towers shall not be changed after initial installation and tests without authorization.
16. Each transmitter shall be identified with a copy of the FCC license, R/W number (if applicable), name and telephone number of person responsible for equipment maintenance, the receive frequency, transmit/receive tone frequencies and transmit frequency and power.
17. Maximum transmitter power will not exceed 110 watts (+ 20 dbw).
18. There will be no 450-460 (470-512 where applicable) inverted pairs or control stations. Use on a case-by-case basis.
19. Site managers will conduct annual inspections to ensure compliance with the minimum site standards. Reports shall be available to all site users.

Attachment A
Prime Lease
(Page 17 of 26)



Attachment A
Prime Lease
(Page 18 of 26)

WAHATIS PEAK COMMUNICATION SITE
SITE MAP



LEGEND

- Use Zones
- No-build: Excessive Slope; Prohibit surface disturbance.
 - Reserve: Retain for future development.
 - Federal: Retain for federal facilities.

Symbols

- H Helicopter landing area.
- * Potential barrier/gate location (200' east of site boundary).

**Attachment A
Prime Lease
(Page 19 of 26)**

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
COMMUNICATION SITE TECHNICAL DATA REPORT

1. Name and address of applicant Case file number:	2. Right of way	3. State	4. County
	Facility Type		
	5. Resource Area	6. District	7. Elevation
8. Legal description and site name			
9. Latitude and longitude			

10. Type of applicant

- | | |
|---|--|
| a. <input type="checkbox"/> Individual | d. <input type="checkbox"/> State |
| b. <input type="checkbox"/> Corporation* | e. <input type="checkbox"/> Local government |
| c. <input type="checkbox"/> Partnership/Association | f. <input type="checkbox"/> Federal |

11. Name, address, and telephone number of emergency contact person(s)

Communication site telephone number

12. Power source

- | | | |
|---|--|---|
| a. <input type="checkbox"/> commercial | c. <input type="checkbox"/> Wind w/battery | e. <input type="checkbox"/> Other (explain) |
| b. <input type="checkbox"/> solar w/battery | d. <input type="checkbox"/> Battery only | |
- Stand by power Type

13. Type of operational control planned:

- | | |
|---|--|
| a. <input type="checkbox"/> Local control | c. <input type="checkbox"/> Automatic Repeater |
| b. <input type="checkbox"/> Wire Control | d. <input type="checkbox"/> Radio link remote |

14. Repeater tone protected: Yes No

15. Antenna Mounting Structure:

- | | |
|---------------------------------|---|
| <input type="checkbox"/> Wooden | <input checked="" type="checkbox"/> Steel Tower |
| Height above ground _____ | Treated <input type="checkbox"/> Mtg _____ |
| Dia of pole or tower _____ | Number Planned _____ Model No. _____ |
| Distance from Bldg _____ | Number Planned _____ |
| Specs for other towers _____ | |

Please provide a copy of the site construction plan showing a landscape view and aerial view

Attachment A
Prime Lease
(Page 21 of 26)

Supplier _____
Country _____ Age _____ Serial No. _____
Mfg _____ Model Year _____ Number of Ex's on system _____
Feet Mount? Yes No Cabinet Mount? Yes No
Free Standing Yes No Type of fittings used N USP RNC

23. Antenna and cable system Used for receiver Same Yes No, if so please describe.
Antenna Mfg. _____ Cable Mfg. _____
Type _____ Cable Dia. _____
Model _____ Cable length inside Bldg. _____ Ft
Cable length outside Bldg. _____ Ft
Gain _____ db Age _____ Years _____ New Cable fittings type N USP RNC
Direction _____ Degrees Cable Type _____
Height(AMN) Top _____ Ft Bottom _____ Ft.
Polarization Horizontal _____ Vertical _____ Circular _____
Number of fitting adapters used in transmitter systems _____

24. Frequencies Mhz, KHz, Khr

25. Other related data:

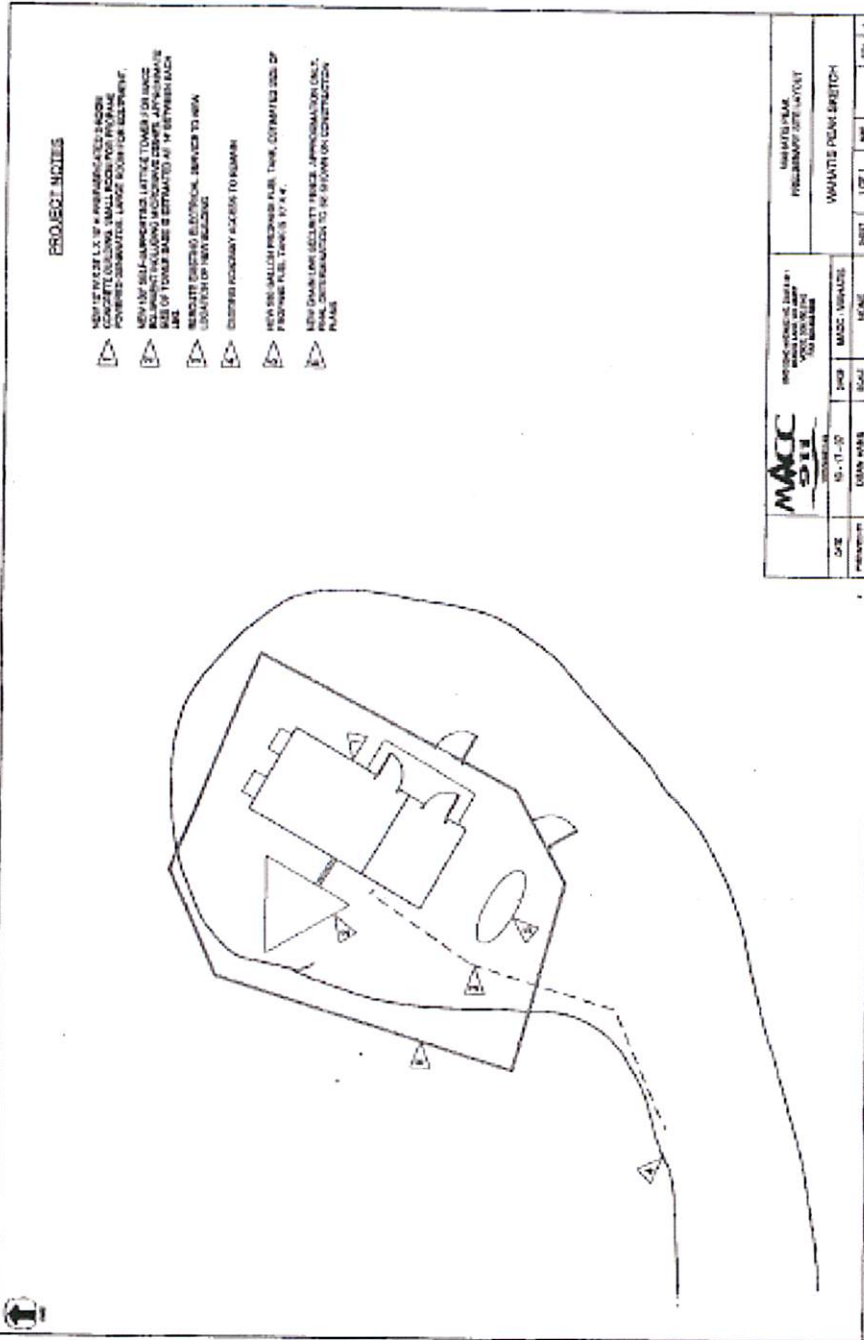
I HEREBY CERTIFY, that I am of legal age and authorized to do business in the state and that I have personally examined the information contained in the application and believe the information submitted is correct to the best of my knowledge.

Signature of applicant _____

Date _____

Title 18, U.S.C. Section 1001, makes it a crime for any person to knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements, or representations so to any matter within its jurisdiction.

Attachment A
 Prime Lease
 (Page 22 of 26)



PROJECT NOTES

- ▲ NEW 1500VOLT 15 AMP AIRBRAKE PULL BOX
- ▲ CONCRETE FOUNDATION SMALL ROOM FOR EQUIPMENT
- ▲ POWERED SUBMATION LARGE ROOM FOR EQUIPMENT
- ▲ NEW 150V BULKHEADS LAYOUT TO MATCH ON LANE
- ▲ ALL POINTS INCLUDING MICROPHONE CORDS, JAR AND
- ▲ SIZE OF TOWER BASE IS ESTIMATED AS 14 FEET BY 14 FEET
- ▲ QUALITY SERVICES ELECTRICAL SERVICES TO NEW
- ▲ LOCATION OF NEW SERVICE
- ▲ EXISTING EXTERIOR ACCESS TO PLUMBING
- ▲ NEW 150V BULKHEADS AND NEW TOWER COINTEGRATED BY
- ▲ PROPOSED TOWER TANKS IS 14' X 4'
- ▲ NEW DRAWINGS SECURITY FENCE APPROXIMATION ONLY.
- ▲ FINAL DETERMINATION TO BE GIVEN ON CONSTRUCTION
- ▲ PHASE

		WAHATIS RADIO PRELIMINARY SITE LAYOUT	
DATE 03-27-08	DRAWN BY MA	CHECKED BY MA	SCALE AS SHOWN
PROJECT NO. 39229	SHEET NO. 1 OF 1	DRAWN BY MA	CHECKED BY MA

WAOR 39229 - EXHIBIT B - Plat of Preliminary Site Layout for MACC 911 Facility
 Date: 3-27-08 MA Initials MA Initials

Attachment A
Prime Lease
(Page 23 of 26)

Serial No: WAOR 39229

Date of Lease:

APR 01 2008

EXHIBIT "C"
ADDITIONAL TERMS

1. Construction of the Multi Agency Communication Center facility shall commence no later than December 31, 2008.
2. Prior to commencement of construction work, final plans for the development, layout, and construction of the Multi Agency Communication Center facility must be approved in writing by the Authorized Officer (AO).
3. A pre-construction conference shall be held between Lessee's project field supervisor and the Authorized Officer prior to any construction activity on the leased area. Failure of Lessee to comply with this requirement shall result in a temporary suspension of the lease.
4. Lessee, at least five (5) days prior to start of construction, reconstruction, or any surface disturbing activity shall notify the Authorized Officer of the intent to proceed with such work, the date it is to commence, and the delegated representative of Lessee. Such delegated representative is the person authorized by Lessee to carry out the terms and conditions of the lease and act on behalf of lessee. The notice of the delegated representative shall include a current mailing address and telephone number.
5. Clearing or surface preparation of any road on BLM lands used by Lessee in conjunction with rights authorized by this grant is prohibited.
6. Lessee shall minimize ground disturbance and vegetation removal as much as possible during construction activities. All ground-disturbing activities require pre-approval from the AO.
7. Hazardous materials, including, but not limited to all fuels, oils, and lubricants are not to be left unattended at the site at any time. During construction, these materials are to be removed from the site at the end of each workday, or temporarily stored inside a locked and signed building until the following workday.
8. All surplus construction materials and/or waste debris must be removed from the site no later than thirty (30) days after construction has been completed.
9. Lessee shall remove and dispose of all construction, operation, or maintenance-generated waste in a manner consistent with federal, state, and local laws. Waste means all discarded matter, including, but not limited to, human waste, trash, garbage, refuse, containers, unused products and equipment.


Initials


Initials

Attachment A
Prime Lease
(Page 24 of 26)

Serial No: WAOR 39229
Date of Lease: APR 01 2008

10. If an archaeological resource (historic or prehistoric site or object) is discovered by Lessee or any person working on the Lessee's behalf, on federal lands, holder shall immediately stop all operations in the area, immediately notify the Authorized Officer verbally, and follow such verbal notification with a written confirmation (certified mail recommended). In accordance with 43 CFR §10.4 (c)(d) and (g), if the discovery includes human remains, funerary items, sacred objects, or objects of cultural patrimony, operations shall remain suspended and the discovery protected for thirty (30) days or until a written notice to proceed is issued by the AO. An evaluation of the resource or remains will be made by the AO and appropriate mitigation actions will be identified in consultation with the SHPO, consulting tribes, and holder. Lessee shall be responsible for evaluation and mitigation costs. All archaeological materials shall remain the property of the United States.
11. Lessee shall protect all survey monuments. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. If a survey monument is in danger of being lost or damaged, Lessee shall reference the monument in a manner allowing the point to be reestablished and remonumented or rehabilitated after construction. If a monument is damaged or lost, Lessee shall immediately report the incident, in writing, to the Authorized Officer and the respective installing authority if known. Where General Land Office or Bureau of Land Management monuments or references are involved, Lessee shall secure the services of a registered land surveyor or a Bureau cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands of the United States, latest edition. Lessee shall record such survey in the appropriate county and send a copy to the AO. Lessee shall be responsible for all federal and non-federal survey costs.
12. Lessee shall be responsible for weed control within the lease area, and shall consult with the Authorized Officer or local authorities for acceptable weed control methods. All equipment and vehicles crossing public lands shall be inspected and determined to be free of weeds and weed seeds prior to each crossing.
13. Pesticide use shall comply with applicable Federal and State laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to pesticide use, Lessee shall obtain from the Authorized Officer (AO) written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the AO. Emergency pesticide use shall be approved in writing by the AO prior to such use.
14. Lessee shall notify the Authorized Officer of any change in ownership of the project, or of the subleasing of any portion of the project to other telecommunication providers.

Attachment A
Prime Lease
(Page 25 of 26)

Form 1842-1
(September 2006)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

INFORMATION ON TAKING APPEALS TO THE INTERIOR BOARD OF LAND APPEALS

DO NOT APPEAL UNLESS

1. This decision is adverse to you,
- AND
2. You believe it is incorrect

IF YOU APPEAL, THE FOLLOWING PROCEDURES MUST BE FOLLOWED

1. NOTICE OF APPEAL.....	A person who wishes to appeal to the Interior Board of Land Appeals must file in the office of the officer who made the decision (not the Interior Board of Land Appeals) a notice that he wishes to appeal. A person served with the decision being appealed must transmit the <i>Notice of Appeal</i> in time for it to be filed in the office where it is required to be filed within 30 days after the date of service. If a decision is published in the FEDERAL REGISTER, a person not served with the decision must transmit a <i>Notice of Appeal</i> in time for it to be filed within 30 days after the date of publication (43 CFR 4.411 and 4.413).
2. WHERE TO FILE	
NOTICE OF APPEAL.....	Bureau of Land Management, Wenatchee Field Office 915 Waha Waha Ave., Wenatchee, Washington 98801
WITH COPY TO SOLICITOR.....	U.S. Department of the Interior, Office of the Solicitor, PNW Region 500 N.E. Multnomah Street, Suite 607, Portland Oregon 97232
3. STATEMENT OF REASONS	Within 30 days after filing the <i>Notice of Appeal</i> , file a complete statement of the reasons why you are appealing. This must be filed with the United States Department of the Interior, Office of Hearings and Appeals, Interior Board of Land Appeals, 801 N. Quincy Street, MS 300-QC, Arlington, Virginia 22203. If you fully stated your reasons for appealing when filing the <i>Notice of Appeal</i> , no additional statement is necessary (43 CFR 4.412 and 4.413).
WITH COPY TO SOLICITOR.....	U.S. Department of the Interior, Office of the Solicitor, PNW Region 500 N.E. Multnomah Street, Suite 607, Portland Oregon 97232
4. ADVERSE PARTIES.....	Within 15 days after each document is filed, each adverse party named in the decision and the Regional Solicitor or Field Solicitor having jurisdiction over the State in which the appeal arose must be served with a copy of: (a) the <i>Notice of Appeal</i> , (b) the Statement of Reasons, and (c) any other documents filed (43 CFR 4.413).
5. PROOF OF SERVICE.....	Within 15 days after any document is served on an adverse party, file proof of that service with the United States Department of the Interior, Office of Hearings and Appeals, Interior Board of Land Appeals, 801 N. Quincy Street, MS 300-QC, Arlington, Virginia 22203. This may consist of a certified or registered mail "Return Receipt Card" signed by the adverse party (43 CFR 4.401(e)).
6. REQUEST FOR STAY.....	Except where program-specific regulations place this decision in full force and effect or provide for an automatic stay, the decision becomes effective upon the expiration of the time allowed for filing an appeal unless a petition for a stay is timely filed together with a <i>Notice of Appeal</i> (43 CFR 4.21). If you wish to file a petition for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the Interior Board of Land Appeals, the petition for a stay must accompany your <i>Notice of Appeal</i> (43 CFR 4.21 or 43 CFR 2401.10 or 43 CFR 2481.10). A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the <i>Notice of Appeal</i> and Petition for a Stay must also be submitted to each party named in this decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted. Standards for Obtaining a Stay. Except as otherwise provided by law or other pertinent regulations, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards: (1) the relative harm to the parties if the stay is granted or denied, (2) the likelihood of the appellant's success on the merits, (3) the likelihood of irreparable and unremediable harm if the stay is not granted, and (4) whether the public interest favors granting the stay.

Unless these procedures are followed, your appeal will be subject to dismissal (43 CFR 4.402). Be certain that all communications are identified by serial number of the case being appealed.

NOTE: A document is not filed until it is actually received in the proper office (43 CFR 4.401(a)). See 43 CFR Part 4, Subpart B for general rules relating to procedures and practice involving appeals.

(Continued on page 2)

**Attachment A
Prime Lease
(Page 26 of 26)**

43 CFR SUBPART 1821—GENERAL INFORMATION

Sec. 1821.10 Where are BLM offices located? (a) In addition to the Headquarters Office in Washington, D.C. and seven national level support and service centers, BLM operates 12 State Offices each having several subsidiary offices called Field Offices. The addresses of the State Offices can be found in the most recent edition of 43 CFR 1821.10. The State Office geographical areas of jurisdiction are as follows:

STATE OFFICES AND AREAS OF JURISDICTION:

Alaska State Office ----- Alaska
Arizona State Office ----- Arizona
California State Office ----- California
Colorado State Office ----- Colorado
Eastern States Office ----- Arkansas, Iowa, Louisiana, Minnesota, Missouri
and, all States east of the Mississippi River
Idaho State Office ----- Idaho
Montana State Office ----- Montana, North Dakota and South Dakota
Nevada State Office ----- Nevada
New Mexico State Office ----- New Mexico, Kansas, Oklahoma and Texas
Oregon State Office ----- Oregon and Washington
Utah State Office ----- Utah
Wyoming State Office ----- Wyoming and Nebraska

(b) A list of the names, addresses, and geographical areas of jurisdiction of all Field Offices of the Bureau of Land Management can be obtained at the above addresses or any office of the Bureau of Land Management, including the Washington Office, Bureau of Land Management, 1849 C Street, NW, Washington, DC 20240.

(Form 1842-1, September 2006)

Attachment B
Prime Lessor Consent to Licensee Equipment

Consent Not Required

Contract ID: 430-3720E

Attachment C
Network Service Agreement

Attachment D
“Memorandum of Wahatis 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 WAHATIS RADIO SITE LICENSE AGREEMENT
CONTRACT ID: 430-3720E
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: NW 1/4, Section 10, Township 15 N, Range 26 E.W.M., Grant County,
WA
APN: 160035000

MEMORANDUM OF WAHATIS RADIO SITE LICENSE AGREEMENT

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

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

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

The Property is legally described as: The NW 1/4, Section 10, Township 15 North, Range 26 East, Willamette Meridian, Grant County, Washington, and is further described and depicted on Exhibit A attached hereto.

The Address of the Premises is: 19387 Wahatis Peak Road SW, Royal City, Grant County, WA., as further depicted on **Exhibit B** attached hereto.

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

The duplicate and original copies of the Wahatis 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 Wahatis 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

Print Name: Jackie A. Jones

Its: Director

Date: 12/1/13

Licensee:

Public Utility District No. 2 of Grant County,
Washington

By: Andrew Munro

Print Name: Andrew Munro

Its: Director of Customer Service

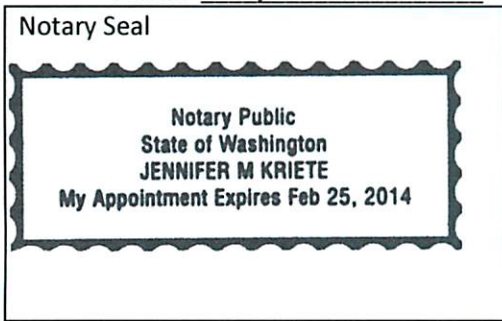
Date: 12-06-13

NOTARY BLOCK – Multi Agency Communications Center

STATE OF WASHINGTON)
) SS.
COUNTY OF GRANT)

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

Dated: 12-11-13



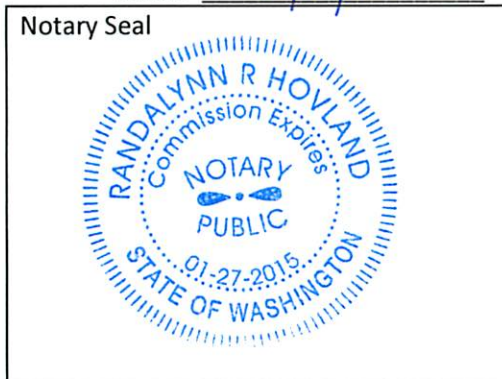
Jennifer M. Kriete
(Signature of Notary).
Jennifer M. Kriete
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires: 02-25-14

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

STATE OF WASHINGTON)
) SS.
COUNTY OF GRANT)

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

Dated: 12/6/13



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

My Appointment Expires Feb 22, 2014
JENNIFER M KRIETE
State of Washington
Notary Public

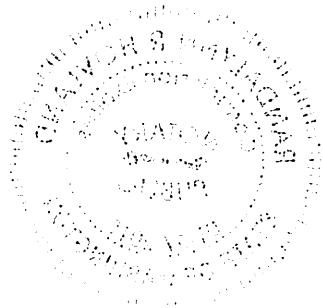


Exhibit A
Legal Description
(Page 1 of 3)

The Property is identified as Grant County APN 160035000, commonly known as the Wahatis Peak Communications Site, situated in Grant County, WA, with an address of 19387 Wahatis Peak Road SW, Royal City, WA.

The legal description for the Property is: The NW 1/4, Section 10, Township 15 North, Range 26 East, Willamette Meridian, Grant County, Washington.

Grant County APN 160035000 is further depicted in the attached drawings (see next 2 pages).

Exhibit A
Legal Description
(Page 2 of 3)

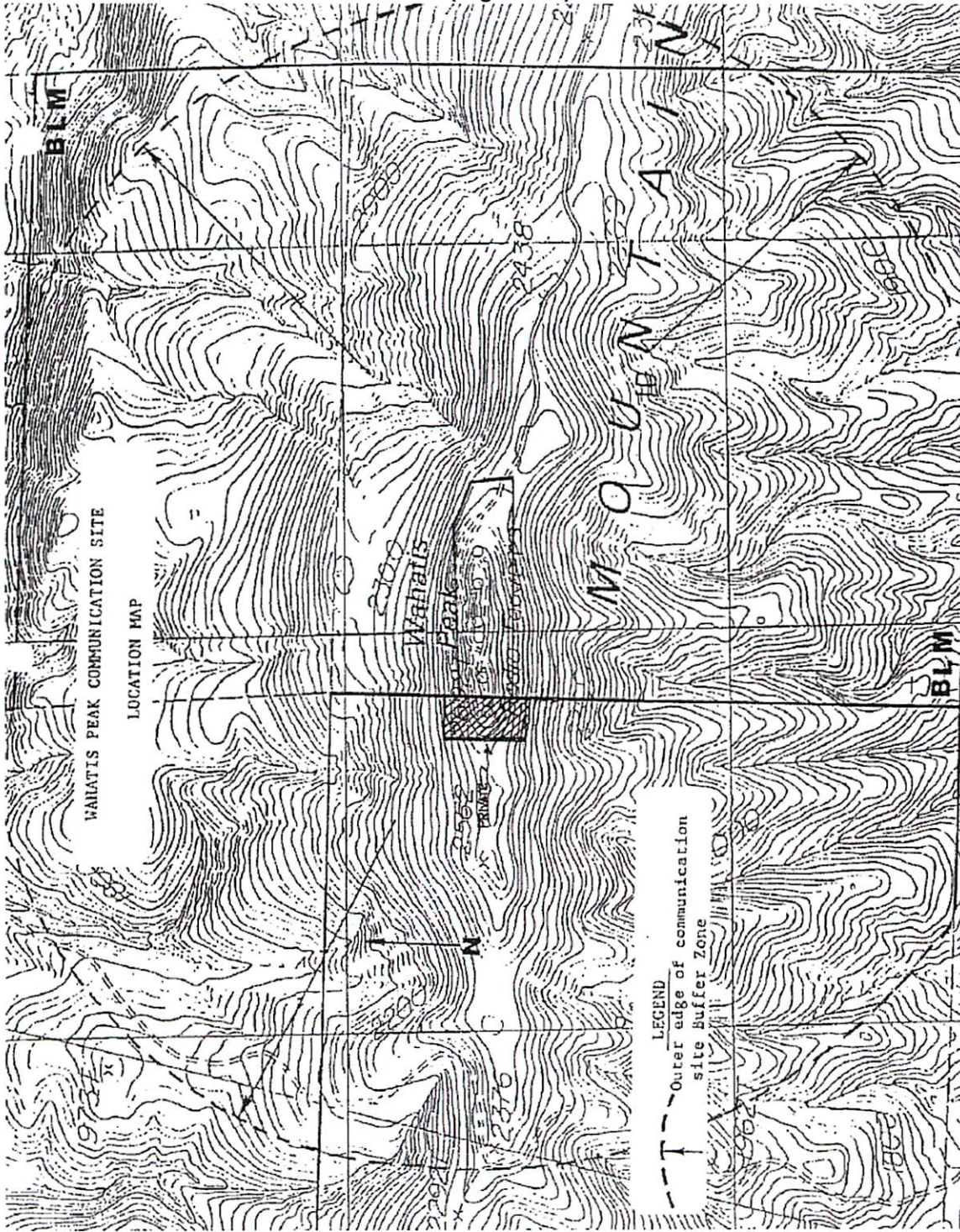
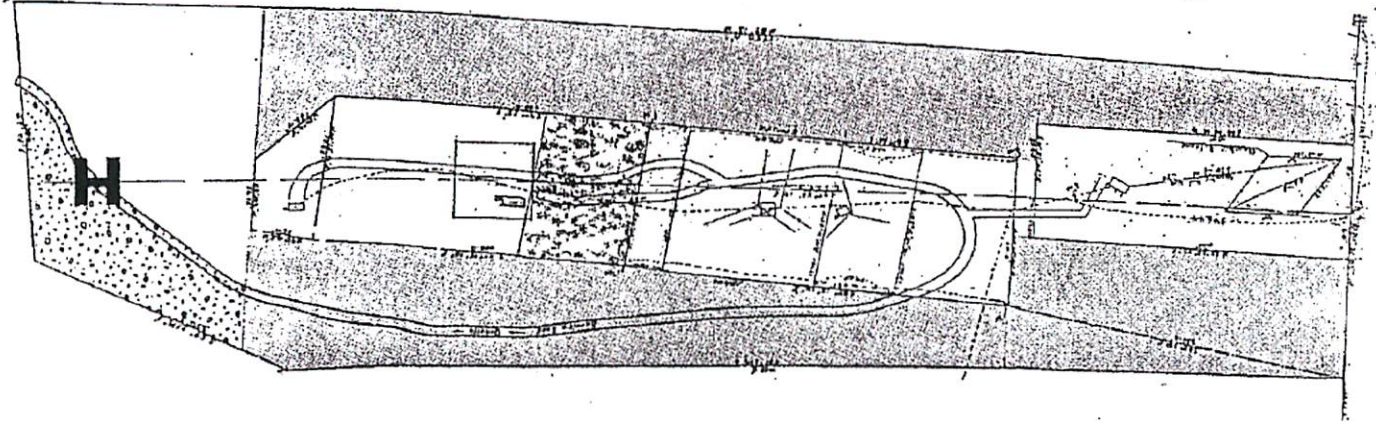


Exhibit A
 Legal Description
 (Page 3 of 3)

*



WAHATIS PEAK COMMUNICATION SITE
 SITE MAP

Use Zones
 No-build: Excessive Slope; Prohibit surface disturbance.
 Reserve: Retain for future development.
 Federal: Retain for federal facilities.

Symbols
 H Helicopter landing area.
 * Potential barrier/gate location (200' east of site boundary).

LEGEND

⊕

**Exhibit B-1
Licensor Premises**

Easements

The Access Easements are as stated in Section IV, (A)5 of the "*Wahatis Peak Communication Site - Management Plan*" attached hereto as part of the Prime Lease, as it may be amended or modified from time to time:

"Access to and across the site will be restricted to that currently existing"

The Utility Easement is also restricted to that which is currently existing. Licensor shall provide all utilities to the Licensed Facilities, and Licensee shall NOT have access to the Utility Easement.