

SITE NAME: Chehalis AHQ
SITE ID:
FCR #:
ICN: 4-21-06331
Lease No.: WF-04-14690

WIRELESS COMMUNICATION SITE LEASE

(For Attachments to WSDOT Structures)

This WIRELESS COMMUNICATION SITE LEASE (hereinafter "Lease") is made between the **WASHINGTON STATE DEPARTMENT OF TRANSPORTATION** (hereinafter "WSDOT"), acting in the capacity of LESSOR, and **LEWIS COUNTY, WASHINGTON** (hereinafter "TENANT"), a **Government entity**.

RECITALS

- A. WSDOT owns real property shown on **Exhibit A**, for which the use of a part of said real property for wireless communication purposes has been determined to be compatible with highway operation and maintenance; and
- B. the premises to be leased by the TENANT are not presently needed for highway purposes; and
- C. the TENANT desires to transmit and receive wireless signals from the premises to be leased; and
- D. WSDOT is granted authority to lease the real property under RCW 47.12.120 and 47.04.045 in exchange for rent equivalent to the fair market value of the premises plus lease processing costs; and
- E. WSDOT and TENANT have identified areas that lack radio and emergency communications coverage and have mutually agreed to allow one another at their respective sites to meet coverage needs for specific areas.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, **Exhibits A, B, C, D, E, and F**, attached hereto and incorporated herein, IT IS MUTUALLY AGREED AS FOLLOWS:

- 1. PROPERTY.** WSDOT hereby leases to TENANT a portion of the following described property:

Tax Parcel Number: 017906002000 (Tax-Exempt, Government-Owned)

Common Name and Street Address or coordinates: 1411 Rush Rd. Chehalis, WA 98532

Legal Description: A portion of the NE ¼ of the SE ¼ of Section 15, Township 13 Range 02W.

The Premises are further restricted to areas described in the **Section 4, PERMITTED USE**, including any exhibit thereto.

2. PREMISES. WSDOT is the owner of property or right of way located in the County of Lewis , State of Washington. WSDOT hereby leases to TENANT that portion of its property as shown on **Exhibit A**, and described in **Exhibit B** (Premises), together with the right to access the Premises, as described in **Section 5**. This Lease does not create any estate or transfer any interest in real estate. The property is commonly known as **Chehalis Area 2 Headquarters**.

3. TENANT'S ACCEPTANCE OF PREMISES. TENANT has examined the Premises and accepts it in its present condition as part of the consideration of this Lease.

4. PERMITTED USE. The Premises may be used by TENANT only for the installation, operation, maintenance, upgrading, and removal of unstaffed personal communications equipment and related telecommunications activities for which TENANT is legally authorized to provide (Communications Facility). TENANT shall not use the Premises for any other purposes without the prior written authorization of WSDOT. The Communications Facility on the Premises shall consist of those items shown on **Exhibit C**. Any modification or upgrade to the Communications Facility must be reviewed and authorized by WSDOT and reflected on an amended **Exhibit C** bearing the date of the upgrade and signed by both parties, before such modifications are installed or instituted.

5. ACCESS TO PREMISES.

5.1. Prior to accessing the Premises, TENANT shall obtain the appropriate access permit(s), any other authorization and/or permits required by WSDOT or the local jurisdiction, and all applicable WSDOT Utility Permit(s) required. TENANT shall comply with the terms and conditions contained therein.

5.2. TENANT's access to the Premises shall be at the location(s) indicated on Exhibit D.

5.3. TENANT may access the Premises at the locations indicated on Exhibit D twenty-four (24) hours a day, seven (7) days a week for maintenance and operation of TENANT's Communications Facility.

6. TRAFFIC CONTROL. A Traffic Control Plan is not applicable..

7. TERM. The Term of this Lease shall be five (5) years the Commencement Date which is the 1st day of the month following the Execution Date unless the Lease is executed on the 1st day of the month, then the Execution Date shall also be the Commencement Date.

8. RENEWAL.

8.1 This Lease may, upon the mutual agreement of the parties, be renewed and extended for three (3) additional five (5) year periods (Renewal Period), for no more than a total of twenty (20) years, provided that:

8.1.1. TENANT is not in default and has not been in default during the term of this Lease;

8.1.2. there is no highway need for the Premises;

8.1.3. TENANT's use under this Lease does not impair the safety or operation of the highway or facility, as solely determined by WSDOT; and

8.1.4. the terms and conditions of this Lease conform to then existing state policies or practice, laws, regulations, and contracts, or TENANT is willing to amend this Lease to bring it into compliance with such policies, practices, laws, regulations, and contracts.

8.2. The Renewal Period shall be on the same terms and conditions as set forth herein, except as modified by any changes in policy, practice, laws, regulations, or contracts and as reflected in a written amendment signed by both parties. TENANT shall give written notice of its intent to renew this Lease for the Renewal Period at least ninety (90) calendar days, but no more than six (6) months prior to the expiration of this Lease, or any extension thereof.

9. HOLDOVER. In the event TENANT shall hold over or remain in possession of the Premises, with the consent of WSDOT, after the expiration of the stated term of this Lease, or any written extension or renewal of the term of this Lease, such holding over period or continued possession shall create a tenancy from month-to-month only, upon the same terms and conditions as are set forth herein; provided that:

9.1. WSDOT or TENANT may, in addition to other remedies provided elsewhere herein, terminate this Lease for any reason with not less than twenty (20) calendar days' prior written notice; and

9.2. Upon commencement of the hold over period, if the rents are not currently being paid on a monthly basis, TENANT covenants and agrees to pay rent for the Premises to WSDOT in advance on or before the 1st day of each calendar month (Due Date) during the hold over period.

9.3. Monthly rent for the hold over period shall be calculated based on the amount of the current rent at the time in which TENANT enters into hold over status. Said rents shall be calculated on a thirty (30) day monthly period over a twelve (12) month period to determine the monthly rent amount for the hold over period and will continue to be subject to Rent Adjustments as detailed in Section 13 herein.

9.4. In no event shall the rent be less than the initial amount.

10. TERMINATION BY WSDOT. Termination under this section shall be effective as of 11:59 p.m. on the final day of the notice period provided below.

10.1. WSDOT may terminate this Lease, without cost, penalty or further liability to WSDOT or the Federal Highway Administration (FHWA) as follows:

10.1.1. upon fifteen (20) calendar days written notice to TENANT, if TENANT fails to cure a default for payment of amounts due under this Lease within that 15 calendar-day period;

10.1.2. upon not less than thirty (30) calendar days written notice if the Premises has been abandoned, in WSDOT's sole judgment, for a continuous period of ninety (90) calendar days;

10.1.3. upon thirty (30) calendar days written notice to TENANT, if TENANT defaults, other than for nonpayment of rent and fails to cure such default within that 30 calendar-day period, or if TENANT is diligently working to cure the default, such longer period, as may be reasonably determined by WSDOT;

10.1.4. immediately, upon written notice, if WSDOT is required by court order, by legislative action or by a governmental agency having jurisdiction, to take some action which would effectively prohibit TENANT's use of the Premises;

10.1.5. immediately, upon written notice to TENANT, if TENANT causes Material Interference and fails to cure as provided in **Section 28**;

10.1.6. immediately, upon written notice, if a receiver is appointed to take possession of TENANT's assets, TENANT makes a general assignment for the benefit of creditors, or TENANT becomes insolvent or takes or suffers action under the Bankruptcy Act;

10.1.7. upon one hundred eighty (180) calendar days' written notice, unless an emergency exists, as solely determined by WSDOT, then immediately, if WSDOT determines that it is in the best interest of the state of Washington to terminate this Lease; or

10.2. If TENANT defaults on any provision in this Lease, such as but not limited to, the timely payment of rent, three times within a five (5) year period, then the third default shall be deemed "non-curable" and this Lease may be terminated by WSDOT on thirty (30) calendar days written notice.

11. TERMINATION BY TENANT.

11.1. TENANT may terminate this Lease without penalty or further liability as follows:

11.1.1. upon thirty (30) calendar days' written notice for any reason within the sole discretion of TENANT;

11.1.2. upon thirty (30) calendar days written notice, if WSDOT defaults and fails to cure such default within that 30 calendar-day period, or such longer period, if WSDOT is diligently working to cure the default, as may be reasonably determined by TENANT;

11.1.3. immediately, upon written notice, if in TENANT's judgment the Premises is destroyed or damaged so as to substantially and adversely affect the effective use of the Communications Facility;

11.1.4. at the time title to the Premises transfers to a condemning authority, if there is a condemnation of all or part of the Premises, including a sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of such power. In such event, each party shall be entitled to pursue their own separate awards with respect to such taking; or

11.1.5. immediately, upon written notice, if WSDOT causes Material Interference, and fails to cure, as provided in **Section 28**.

11.2. All rent pre-paid for the Premises by TENANT beyond the Termination Date shall be retained by WSDOT; provided that, TENANT shall be entitled to a pro rata refund of rent pre-paid beyond the Termination Date in the event TENANT terminates pursuant to **Sections 11.1.2, 11.1.3, or 11.1.5**.

12. RENT. TENANT covenants and agrees to pay rent for the Premises to WSDOT on or before the Commencement Date (Payment Date), then annually on or before that date thereafter during the entire Term of the Lease.

12.1. TENANT shall on an annual basis pay the amounts indicated below annually to WSDOT:

BASE RENT: \$0.00

NON-MONETARY SERVICES IN LIEU OF RENT (if any): For the entirety of this Lease, TENANT agrees to not charge WSDOT rent at the following LCES sites where WSDOT is located: Bennett Road and Hopkins Hill. This has been deemed equivalent to fair market value rent and provides a benefit to both WSDOT and the TENANT.

If this mutual benefit is at any point no longer needed, the two agencies will establish a rental rate based on current use and impact.

LEASE EXCISE TAX (if applicable): N/A – TENANT is a Government Entity and this is a non-monetary mutual benefit agreement.

TOTAL ANNUAL AMOUNT DUE: \$0.00

12.2. Partial Rental Period. Any portion of a partial monthly period that falls between the Termination Date and Payment Date shall be prorated on a one-time basis. Prorated rent for the partial month shall be calculated on a 30-day monthly basis for a 360-day period. In the event of early termination, TENANT shall receive a pro rata refund of any rent prepaid beyond the date of actual termination.

12.3. Leasehold Excise Tax (LET). The Washington State Department of Revenue (DOR) requires WSDOT to collect LET unless TENANT pays LET directly to DOR. WSDOT will collect LET unless TENANT warrants and provides documentation verifying it is centrally assessed by DOR.

12.4. Non-monetary consideration. WSDOT may accept TENANT services that are a highway purpose in lieu of monetary rent up to, but not exceeding the equivalent monetary value of such services that would otherwise be due. TENANT is still responsible for paying LET at the same rate as if paying monetary rent.

12.5. Payments for amounts due (rent and/or LET) shall be sent to and received by WSDOT by check/money order at the address shown below, on or before the commencement date:

DEPARTMENT OF TRANSPORTATION
Attn.: Property Management Program Manager
P. O. Box 47339
Olympia, WA 98504-7339

12.6. Payment Identification. An itemized breakdown of corresponding premises and rent amounts must clearly identify both the WSDOT Lease Number and TENANT's site number when submitting payment for multiple premises in one check.

All payments must include:

- WSDOT Lease Number - for each premise
- TENANT site number - for each premise
- The amount paid and the amount due on the WSDOT Rental Billing Statement – for each premise.

Payments that do not include this information or are not for the required rent amount will be returned and delinquent fees will be applied. All rent payments for this Lease must include the corresponding WSDOT Lease Number.

12.7. The receipt of any rent payment by WSDOT, with knowledge of any breach of this Lease by TENANT or of any default on the part of TENANT in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed a past, present, or future waiver of any provision of this Lease.

13. RENT ADJUSTMENTS.

13.1. Annual Rent Adjustments. Rent will be increased annually on each anniversary of the Commencement Date throughout the term of the Lease by four percent (4%) of the rent amount in effect at the time of the adjustment. In no event shall the rent be less than the initial amount.

13.2 Renewal Rent Adjustment - Rent may be adjusted for each Renewal Period at WSDOT's discretion, by either four percent (4%) of the rent amount in effect at the time of the adjustment; or the WSDOT Rate Schedule for Wireless Communication Leases in effect on the Renewal Date; or an amount that reflects changes in comparable rents as identified in an appraisal or market evaluation conducted by WSDOT. Such rent adjustment is at WSDOT's discretion and shall reflect the fair market value of the portion of the right-of-way or property and any change in direct administrative lease management expenses.

13.3. Upgrade or Modification Adjustment. Additional rent charged from the time WSDOT approves, in writing, TENANT's additional equipment and/or improvements to be added, constructed, installed, and/or instituted outside of the Premises or Permitted Use.

13.4. Fair Market Value Adjustment. At the time of any Premises modification or Communications Facility upgrade, rent may be adjusted at WSDOT's discretion by either the WSDOT Rate Schedule for Wireless Communication Leases currently in effect or an amount that reflects changes in comparable rents as identified in an appraisal or market evaluation conducted by WSDOT, whichever is higher.

14. CHARGE FOR DELINQUENT PAYMENT. TENANT agrees to pay a twenty-five-dollar (\$25) late fee plus an amount equal to one percent (1%) of the delinquent amount for any payments fifteen (15) calendar days or more overdue. All continuing delinquent overdue amounts shall accrue interest every month thereafter at the same rate. In addition, there shall be a charge for any returned checks in accordance with WAC 468-20-900. WSDOT's acceptance of less than the full amount of any payment due from TENANT shall not be deemed an accord and satisfaction, waiver, or compromise of such payment unless specifically agreed to in writing by WSDOT.

15. ENCUMBRANCES. TENANT shall not encumber the Premises.

16. MAINTENANCE. TENANT shall, at all times and at its own expense, properly maintain its portion of the Premises and Communications Facility so it remains in the same or better condition as it was at the time of Premises acceptance, excepting ordinary wear and tear. TENANT is responsible for any and all damage to the Premises resulting from its negligence or that of its agents, employees, invitees, or guests.

17. IMPROVEMENTS/FIXTURES/PERSONAL PROPERTY.

17.1. TENANT shall provide WSDOT with one complete set of plans and specifications for grading and all improvements proposed to be placed on the Premises that shall be affixed with an appropriate

professional structural engineer's license. All such plans and any changes thereof are subject to prior written authorization by WSDOT at WirelessRequests@wsdot.wa.gov, or P.O. Box 47338, Olympia, WA 98504-7338, or other such person or address as may be designated in writing by WSDOT. Such authorization shall not be unreasonably withheld or delayed.

17.2. TENANT shall not add to any building constructed or to any building to be constructed on the Premises under this Lease, or construct additional improvements on the Premises, except by prior written authorization by WSDOT at WirelessRequests@wsdot.wa.gov, or P.O. Box 47338 Olympia, WA 98504-7338, or other such person or address as may be designated in writing by WSDOT, and under such terms and conditions as may be specified by WSDOT. Such authorization shall not be unreasonably withheld or delayed.

17.2.1. Before any modifications or upgrades are installed or instituted to the Communications Facility TENANT agrees to perform, at its sole cost and expense, a tower structural analysis, to ensure that any TENANT-owned equipment added to the tower does not overload the tower beyond WSDOT standards. The tower structural analysis shall be performed to show existing and proposed loads under the TIA-222-H Standard or current, Structure Classification III (tower, monopole, building, bridge, sound wall, etc.) or LRFD Specifications for Structural Supports for Highway Signs, Luminaries, and Traffic Signals, 1st Edition, 2020 Interim Revisions (light standard and utility pole) and as may be revised. TENANT shall contact WSDOT at WirelessRequests@wsdot.wa.gov, or P.O. Box 47338, Olympia, WA 98504-7338, or other such person or address as may be designated in writing by WSDOT, prior to conducting any new analysis to ensure TENANT is using the most current standard and structural classification requirements.

17.2.2. A copy of the tower structural analysis shall be provided to WSDOT at WirelessRequests@wsdot.wa.gov, or P.O. Box 47338, Olympia, WA 98504-7338, or other such person or address as may be designated in writing by WSDOT, for review and approval. Such approval shall not be unreasonably withheld or delayed.

17.2.3. TENANT agrees to provide to the WSDOT Intelligent Transportation Systems (ITS) Communication, Wireless, and Technology Office at P.O. Box 47359 Olympia, WA 98504-7359, or other such person or address as may be designated in writing by WSDOT, an inspection plan detailing periodic inspections of the Communications Facility tower appurtenances, foundation, and equipment building(s). Said inspection plan shall detail periodic inspections and corrective actions taken, if needed, to ensure the Communications Facility meets current standards. Frequency of inspections and current standards will be in accordance with the ANSI/TIA-222-H or current Structural Standards for Antenna Supporting Structures and Antennas, Maintenance and Condition Assessment, or current version as adopted by the state of Washington and WSDOT policy. TENANT shall provide the WSDOT ITS Communication, Wireless, and Technology Office, or other such person or address as may be designated in writing by WSDOT, with one (1) copy of the completed inspection report within thirty (30) calendar days of completion of any inspections.

17.2.4. Should WSDOT determine it has a need for a location where TENANT's equipment is located and deem it necessary to relocate TENANT's equipment on the tower or within the Communications Facility, TENANT shall at its expense, relocate its equipment to a location(s) identified by WSDOT; provided that:

17.2.4.1. WSDOT shall provide TENANT with thirty (30) calendar days' written notice of the proposed relocation; the notice shall identify the proposed location(s) approved by WSDOT; and

17.2.4.2. TENANT shall diligently proceed with such relocation, which WSDOT acknowledges could take up to twelve (12) months to complete from the time written notice is issued to TENANT and such relocation will be performed exclusively by TENANT or its agents; and

17.2.4.3. TENANT shall modify **Exhibit C** to reflect the new equipment location(s) and corresponding changes to the Communications Facility; and

17.2.4.4. If in TENANT's judgment no suitable location(s) can be found within the Communications Facility, TENANT shall have the right to terminate this Lease upon thirty (30) days prior written notice to WSDOT, without penalty or further obligation.

17.3. WSDOT and the FHWA may from time-to-time inspect the Premises for any work done by TENANT to ensure compliance with the authorized plans and specifications or otherwise. Further, this right shall not impose any obligation upon WSDOT or FHWA to make inspections to ascertain the safety of TENANT's improvements or the condition of the Premises.

17.4. TENANT expressly acknowledges and agrees that WSDOT's rights under this Lease to review, comment on, disapprove, and/or authorize designs, plans specifications, work plans, construction, equipment, installation; exist solely for the benefit and protection of WSDOT; do not create or impose upon WSDOT any standard or duty of care toward TENANT, all of which are hereby disclaimed, and may not be relied upon by TENANT in determining whether TENANT has satisfied any and all applicable standards and requirements, and may not be asserted, nor may WSDOT's exercise or failure to exercise any such rights be asserted, against WSDOT by TENANT as a defense, legal or equitable, to TENANT's obligation to fulfill such standards and requirements and regardless of any acceptance or acknowledgement of work by WSDOT.

17.5. TENANT's personal property located on the Premises shall remain the exclusive property of TENANT. WSDOT and FHWA shall not be liable in any manner for, or on account of, any loss or damage sustained to any property of whatsoever kind stored, kept, or maintained in or about the Premises, except such claims or losses that may be caused by WSDOT or its agents or employees.

17.6. Upon termination or expiration of this Lease under the provisions herein, the improvements constructed on the Premises that remain the personal property of TENANT, shall be removed by TENANT

at its expense in a reasonable manner prescribed by WSDOT. Removal of improvements shall be at no cost to FHWA.

17.7. WSDOT may remove any of TENANT's personal property not acquired by WSDOT and that remains on the Premises beyond the Termination Date at TENANT's expense and place it in storage at TENANT's expense for a period of thirty (30) calendar days. WSDOT will notify TENANT in writing when such personal property is placed in storage. In the event TENANT has not removed said personal property from storage within this 30 calendar-day period, WSDOT may dispose of it in any manner WSDOT deems appropriate. TENANT agrees to and shall reimburse WSDOT for the cost of such removal and storage costs prior to removing said personal property from storage or within thirty (30) calendar days of the date of WSDOT's invoice, whichever occurs first. Removal of personal property shall be at no cost to FHWA.

17.8. "AS-BUILT" PLANS. Within sixty (60) calendar days following TENANT's completion of underground utilities and/or buildings or other construction, TENANT shall furnish WSDOT a complete set of reproducible "As-Built" plans, acceptance of which shall be subject to WSDOT's approval.

18. UTILITY IMPROVEMENTS. Should TENANT require the installation of utility lines or facilities on the Premises, either on its own or under contract with a third-party utility provider, TENANT shall, before installation of such utility lines or facilities, obtain all required Utility Franchises or Permits from WSDOT in accordance with chapter 47.44 RCW and keep such franchise or permit in force for the duration or any extension of this Lease.

19. ADVERTISING DEVICES/SIGNS/LIGHTING.

19.1. Advertising devices are not permitted on the Premises. Lights outside of TENANT's equipment shelter are not permitted, except as required by the Federal Aviation Authority (FAA) or the Federal Communications Commission (FCC); provided that, any such required lights shall require prior written authorization by WSDOT at WirelessRequests@wsdot.wa.gov, or P.O. Box 47338, Olympia, WA 98504-7338, or other such person or address as may be designated in writing by WSDOT, which authorization shall not be unreasonably withheld; provided further that, WSDOT may deny such authorization where the lights, in WSDOT's sole discretion, constitute a hazard to the highway or the motoring public. TENANT shall install and maintain at TENANT's sole expense, any such lighting required to meet FAA or FCC regulations, and which has been authorized by WSDOT in writing.

19.2. TENANT shall post and maintain on its Communications Facility a sign identifying its assigned site number, an emergency telephone, and be no larger than one foot by one foot (1' x 1'). No other signs are permitted on the Premises.

20. WSDOT'S RIGHT OF ENTRY/INSPECTION. WSDOT, for itself and its employees, agents, and contractors, and FHWA, reserves the right to enter upon the Premises at any time and without notice to TENANT, but not to go inside TENANT's equipment shelter, except by reasonable notice to TENANT and in TENANT's presence, for the purpose of operation, inspection, maintenance, construction,

or reconstruction of the Premises facilities located thereon or any element thereof. Further, WSDOT and FHWA may also, from time to time, go upon the Premises for the purpose of inspecting any excavation, construction, or maintenance work being done by TENANT. WSDOT will take all reasonable measures to minimize any disruption to TENANT. WSDOT and FHWA shall in no way be responsible for any incidental or consequential damages, including, but not limited to, lost profits due to such loss of use by TENANT; provided that, TENANT may be entitled to a pro rata reduction of rent for the period in which the Premises could not be used by TENANT due to such entry.

21. DISPOSITION OF IMPROVEMENTS. Except as provided elsewhere herein, upon termination of this Lease, any improvements constructed by TENANT on the Premises shall be removed by TENANT at its own expense and in a manner prescribed by WSDOT. In the event TENANT fails to remove said improvements upon termination, such improvements shall become the property of WSDOT and WSDOT may remove and dispose of said improvements as it deems appropriate at TENANT's expense. TENANT shall reimburse WSDOT for all expenses incurred in such removal and disposal within thirty (30) calendar days of the date of WSDOT's invoice for such costs. Removal of improvements shall be at no cost to FHWA. The provisions of this Section shall survive the termination or expiration of this Lease.

22. VACATION OF PREMISES. On the Termination or Expiration Date of this Lease, TENANT shall cease its operations on and/or use of the Premises. In the event TENANT fails to vacate the Premises on the Termination or Expiration Date, it shall be liable for any and all costs to WSDOT arising from such failure. TENANT shall reimburse WSDOT for all such expenses within thirty (30) calendar days of the date of WSDOT's invoice for such costs. The provisions of this Section shall survive the termination or expiration of this Lease.

23. RESTORATION OF SITE. Prior to the Termination or Expiration Date of this Lease, TENANT agrees, if directed by WSDOT, to restore the Premises to its condition prior to TENANT's occupancy, reasonable wear and tear excepted. This work is to be done at TENANT's expense and to the reasonable satisfaction of WSDOT. In the event TENANT fails to restore premises upon termination, WSDOT may restore the premises as it deems appropriate and at TENANT's expense. TENANT shall reimburse WSDOT for all expenses incurred in such restoration of premises within thirty (30) calendar days of the date of WSDOT's invoice for such costs. The provisions of this Section shall survive the termination or expiration of this Lease.

24. WSDOT ACCESS TO REMOVE IMPROVEMENTS. In the event TENANT fails to remove improvements or restore the Premises to WSDOT's satisfaction, then if necessary or desirable in WSDOT's judgment for reasons of safety or economy, WSDOT or its agents shall have the right to cross any lands owned or otherwise controlled by TENANT for the purpose of accomplishing said removal or restoration. Said right shall expire one hundred eighty (180) calendar days after the date of termination of this Lease, or when removal and restoration is complete in WSDOT's judgment, whichever is the earlier. The provisions of this Section shall survive the termination or expiration of this Lease.

25. NON-APPLICABILITY OF RELOCATION BENEFITS. TENANT acknowledges that the signing of this Lease does not entitle TENANT to assistance provided by or through WSDOT under the Relocation Assistance - Real Property Acquisition Policy ch. 8.26 RCW upon Termination of this Lease for any reason.

26. WSDOT'S RESERVATION OF RIGHT TO MAINTAIN/GRANT UTILITY FRANCHISES/PERMITS.

26.1. WSDOT reserves the right for utility franchise and permit holders to enter upon the Premises to maintain facilities and, for itself, to grant utility franchises and/or permits across the Premises; provided that, such franchises and/or permits do not Materially Interfere with TENANT's authorized use of the Premises. Such installation will be accomplished in such a manner as to minimize any disruption to TENANT. The franchise or permit holder will be required to restore paving, grading, and improvements damaged by the installation.

26.2. TENANT will not disturb markers installed by a franchise or permit holder and will contact the franchise or permit holder prior to any excavation in order that the franchise or permit holder may locate the utility. It is TENANT's responsibility to protect legally installed underground utilities from damage caused by itself, its contractors, agents, employees, TENANTS, and/or invitees.

26.3. Prior to any operation in which earth, rock, or other material on or below the ground is moved or otherwise displaced to a vertical depth of twelve inches (12") or greater, TENANT must call the one-number locator service in TENANT's area as required by RCW 19.122 to ascertain the existence of underground utilities. TENANT must comply with all provisions of ch. 19.122 RCW relating to underground facilities.

27. PERMITS. TENANT shall secure all necessary federal, state, and local licenses and permits at its sole expense. WSDOT hereby authorizes TENANT to make any and all applications and/or submissions necessary to obtain all licenses and permits (Government Approvals) from all applicable governmental and/or regulatory entities required for construction of wireless communications facilities on the Premises. To the extent authorized by law, WSDOT agrees to cooperate with TENANT, at no cost to WSDOT other than administrative costs, in the submission and/or processing of any such applications, and agrees to execute any documents, applications, or other submissions required therefore. To the extent authorized by law, WSDOT further agrees to take no action that will inhibit, impede, or delay TENANT's ability to obtain said Governmental Approvals.

28. NON-INTERFERENCE.

28.1. For the purposes of this Lease, "Materially Interfere(s)" and "Material Interference" are defined as any use on the Premises or adjacent WSDOT property that physically interferes with or creates an obstruction to authorized communications uses and/or radio signals. TENANT shall not use the Premises or access areas in any way which Materially Interferes with the use of the adjacent WSDOT property or

WSDOT's use of the Premises. Similarly, WSDOT shall not use, nor shall WSDOT permit its TENANTS, employees, or agents to use, any portion of the Premises or WSDOT's property in any way which Materially Interferes with the operations of TENANT authorized by this Lease.

28.2. For the purposes of this Lease, "Interference" is as defined under applicable Federal Communications Commission (FCC) regulations in Title 47 CFR, as may be amended. Further, such Interference shall include, but not be limited to, any use on the Premises or adjacent WSDOT property that causes electronic degradation of authorized communications uses and/or radio signals. Such Interference shall be terminated immediately upon notice by the other party. In the event any such Interference does not cease promptly, the parties acknowledge that continuing Interference may cause irreparable injury and, therefore, the injured party shall have the right to bring an action to enjoin such Interference or to terminate this Lease immediately upon written notice.

28.3. All provisions of **Exhibit E** with respect to Radio Interference as defined in **Exhibit E** shall also apply to this Lease.

29. CO-LOCATION. WSDOT reserves the right to co-locate equipment on the Premises for other users at WSDOT's discretion. TENANT agrees to facilitate such collocation and WSDOT agrees that such collocation shall not Materially Interfere with TENANT's authorized use of the Premises. TENANT shall not authorize any other users' use of the Premises, or its Communications Facility located on the Premises without WSDOT's prior written authorization.

30. COOPERATION IN USE OF PREMISES/COMMUNICATIONS FACILITIES.

30.1. WSDOT shall not permit collocations where it can be shown, to WSDOT's satisfaction, that such installation will Materially Interfere with TENANT's uses authorized in this Lease. TENANT's Communications Facility shall not be taken off-air to accommodate a third-party user without TENANT's prior written authorization. No third-party user shall have access to TENANT's equipment shelter without TENANT's prior written authorization.

30.2. All collocations, subleases, and co-use agreements shall be subject to the following:

30.2.1. WSDOT and TENANT shall have the right to conduct intermodulation tests and interference analyses at collocator's expense. TENANT and WSDOT covenant and agree that their transmissions will at no time interfere with those of other users authorized to be located on the Premises. Further, WSDOT and TENANT covenant that they will not alter their existing transmission frequencies or antenna locations so as to interfere with those transmissions of other users. TENANT shall advise WSDOT at WirelessRequests@wsdot.wa.gov, or P.O. Box 47338, Olympia WA 98504-7338, or other such person or address as may be designated in writing by WSDOT, in writing thirty (30) calendar days prior to changing its transmission frequency, antenna type, or location so that WSDOT can conduct interference analyses. WSDOT shall advise TENANT in writing thirty (30) calendar days prior to changing its transmission frequency. WSDOT and TENANT agree to coordinate their respective transmission frequencies in such a

manner that neither will interfere with the reception or broadcast of the other. WSDOT shall require any future users of the tower to conduct the same tests and show that such future users will not create Interference.

30.2.2. TENANT shall not be required to share space within its Communications Facility with third party users. All materials, transmitters, shelter space, antennas, coax, and other required items for installation of any third-party user's facilities shall be supplied at the sole cost and expense of said user. All materials, transmitters, shelter space, antennas, coax, and other required items for installation of the facilities of other users shall be supplied at the sole cost and expense of such other users.

30.3. TENANT agrees to comply with the "WSDOT Radio Standards" dated December 1998, and any revisions thereto as may be made to comply with the latest standards endorsed by the Western Washington Cooperative Interference Committee. The "WSDOT Radio Standards" are attached hereto as **Exhibit E**.

31. LAWS/ORDINANCES/REGULATIONS. TENANT shall comply with all laws and ordinances, orders, guidelines, policies, directives, rules, and regulations of municipal, county, state, and federal governmental authorities or regulatory agencies (Laws).

32. TAXES/ASSESSMENTS/UTILITIES. TENANT agrees to promptly pay all bills, fees for utilities, and other services supplied to the Premises in addition to the above Rent. TENANT agrees to pay all excise and other taxes owing on TENANT'S leasehold interest. All assessments, rates, fees, and charges not specifically assumed by WSDOT and that benefit TENANT's leasehold interest, are the obligation of and payable by TENANT (Assessments). Foreclosure of a lien of any such delinquent Assessments subjects this Lease to termination by WSDOT as set forth in RCW 79.44.080. If WSDOT pays any of the foregoing Assessments, WSDOT shall request reimbursement for such Assessments in writing (i) within twelve months of WSDOT's receipt of the applicable Assessment and (ii) accompanied by proof of the additional Assessments attributable to the Premises, the interest of TENANT, or this Lease.

32.1. TENANT is responsible for and agrees to pay for utilities that serve TENANT's use of the Premises.

33. LIENS.

33.1. Nothing in this Lease shall be deemed to make TENANT the agent of WSDOT or FHWA for purposes of construction, repair, alteration, or installation of structures, improvements, equipment, or facilities on the Premises. TENANT acknowledges that WSDOT and FHWA may not, and shall not, be subject to claims or liens for labor or materials in connection with such activities by TENANT.

33.2. TENANT shall at all times defend, indemnify, and hold harmless WSDOT and FHWA from all claims for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Premises, caused by TENANT or as a result of TENANT's actions or omissions and from the cost of defending against such claims, including attorneys' fees.

33.3. TENANT shall have thirty (30) calendar days after the filing of any lien in connection with its activities to do one of the following:

33.3.1. Record a valid Release of Lien, or

33.3.2. Deposit sufficient cash with WSDOT to cover the amount of the claim on the lien in question and authorize payment to the extent of said deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to a lien holder claim, or

33.3.3. Procure and record a bond which releases the Premises from the claim of the lien and from any action brought to foreclose the lien.

34. ENVIRONMENTAL LAWS.

34.1. TENANT represents, warrants, and agrees that it will conduct its activities on the Premises and the lands adjacent thereto in compliance with all applicable environmental laws. As used in this Lease, the term "Environmental Laws" is defined as all federal, state, and local environmental laws, rules, regulations, ordinances, judicial, or administrative decrees, orders, decisions, authorizations, or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. § 2701, et seq., and Washington or any other comparable local, state, or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto, including all amendments and/or revisions to said laws and regulations.

34.2. Toxic or hazardous substances are not allowed on the Premises without the express written authorization of WSDOT and only under such terms and conditions as may be specified by WSDOT. For the purposes of this Lease, "Hazardous Substances," shall include all those substances identified as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, et seq., and the Washington Model Toxics Control Act, RCW 70A.305 et seq., including all amendments and/or revisions to said laws and regulations, and shall include gasoline and other petroleum products. In the event such authorization is granted, the use and disposal of such materials must be done in a legal manner by TENANT.

34.3. TENANT agrees to cooperate in any environmental investigations conducted by WSDOT's staff or independent third parties where there is evidence of contamination on the Premises, or where WSDOT is directed to conduct such audit by an agency or agencies having jurisdiction. TENANT will reimburse WSDOT for the cost of such investigations, where the need for said investigation is determined to be caused by TENANT's operations. TENANT will provide WSDOT with notice of any inspections of the Premises, notices of violations, and orders to clean up contamination. TENANT will permit WSDOT to participate in

all settlement or abatement discussions. In the event TENANT fails to take remedial measures as duly directed by a state, federal, or local regulatory agency within ninety (90) calendar days of such notice, WSDOT may elect to perform such work, and TENANT covenants and agrees to reimburse WSDOT for all direct and indirect costs associated with WSDOT's work where those costs are determined to have resulted from TENANT's use of the Premises.

34.4. TENANT agrees the use of the Premises shall be such that no hazardous or objectionable smoke, fumes, vapor, odors, or discharge of any kind shall rise above the grade of the property.

34.5. For the purposes of this Lease, "Costs" shall include but not be limited to, all response costs, disposal fees, investigatory costs, monitoring costs, civil, or criminal penalties, and attorneys' fees and other litigation costs incurred in complying with state or federal environmental laws, which shall include but not be limited to Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq.; the Clean Water Act, 33 U.S.C. § 1251; the Clean Air Act, 42 U.S.C. § 7401; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901; and the Washington Model Toxics Control Act, RCW 70A.305, et seq., including all amendments and/or revisions to said laws and regulations.

34.6. TENANT, its successors, and assigns, agrees to defend, indemnify, and hold harmless WSDOT and FHWA from and against any and all claims, causes of action, demands, and liability which are caused by or result from TENANT's and its employees', agents', and/or contractors' activities on the Premises, including but not limited to any Cost, costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments, and attorneys' fees associated with the removal or remediation of any Hazardous Substances that have been released, or otherwise come to be located on the Premises, including those that may have migrated from the Premises through water or soil to other properties, including without limitation, the adjacent WSDOT property.

34.7. TENANT, its successors and assigns, further agrees to defend, indemnify, and hold harmless WSDOT and FHWA from any and all liability arising from the offsite disposal, handling, treatment, storage, or transportation of any Hazardous Substances removed from said Premises, which Hazardous Substances were released on to the Premises as a result of TENANT's and its employees', agents', and/or contractors' activities.

34.8. WSDOT hereby agrees to defend, indemnify, and hold TENANT harmless from any Costs or liabilities associated with the removal or remediation of any Hazardous Substances that have been released, or otherwise come to be located on the Premises by the acts or omissions of WSDOT, its employees, contractors, and agents. WSDOT further agrees to defend, indemnify, and hold harmless TENANT from any and all liability arising from the offsite disposal, handling, treatment, storage, or transportation of any Hazardous Substances removed from said Premises, which such Hazardous Substances have been released on the Premises as a result of WSDOT's acts or omissions or those of its employees, contractors, and/or agents.

34.9. WSDOT represents, warrants, and agrees that it has in the past and will in the future, conduct its activities on the Premises in compliance with all applicable Environmental Laws and that the Premises is free of Hazardous Substances as of the Execution Date of this Lease.

34.10. The provisions of this Section shall survive the expiration or termination of this Lease.

35. INSURANCE.

35.1. At its sole expense, TENANT shall secure and maintain in effect a policy of commercial general liability insurance issued by an insurer authorized to conduct business in the State of Washington. The insurance policy shall provide liability coverage for any and all claims of bodily injury, property damage, and personal injury arising from TENANT's use of the Premises which is the subject of this Lease. The insurance policy required by this Section shall provide coverage of no less than Two Million and no/100 Dollars (\$2,000,000.00) per occurrence, with a general aggregate limit of no less than Four Million and no/100 Dollars (\$4,000,000.00) per policy period. TENANT agrees that WSDOT may require increases in said coverages by written notice to TENANT, as WSDOT deems reasonably necessary. Coverages under said policy shall be triggered on an "occurrence basis," not a "claims made" basis. Coverages, if obtained by TENANT in compliance with this Section, shall not be deemed as having relieved TENANT of any liability. Claims for damages resulting from TENANT's use of the Premises under this Lease remain the responsibility of TENANT and will be forwarded to TENANT for handling if received by WSDOT.

35.2. Prior to the undertaking of any work or any use of the Premises in connection with this Lease by a contractor, subcontractor, consultant, or sub-consultant (together hereinafter "Contractors") of TENANT, TENANT shall require that its Contractor(s) obtain the insurance coverage set forth below and shall submit to WSDOT evidence that such Contractor(s) has obtained commercial general liability coverage under form CG 00 01 12 07, naming FHWA, WSDOT and the State as an additional insured. The additional insured endorsement shall contain no restrictions or limitations with respect to "completed operations", "ongoing operations", or the "active negligence" of FHWA, WSDOT and/or the State. This coverage shall be "primary and non-contributory" and shall include a waiver of all rights of subrogation the insurer may have against WSDOT and the State. This coverage shall be on a "per occurrence" basis with limits of not less than the following:

Commercial General Liability
Bodily Injury & Property Damage Liability \$2,000,000/\$4,000,000
per occurrence/aggregate

Commercial Automobile Liability
Bodily Injury & Property Damage Liability \$2,000,000
per occurrence

Should TENANT require limits of insurance of its Contractor(s) which are greater than as set forth above, those higher limits shall also apply to the coverage to be afforded WSDOT and the State.

Evidence of the required insurance shall be submitted prior to the start of any performance of work or any use of the Premises under the Lease on a standard ACCORD Form, with copies of the relevant additional insured and waiver of subrogation endorsements attached.

TENANT shall require its Contractor(s) to maintain such insurance during the entirety of the period where work is to be performed, and for a period of three years thereafter, or the period of its use of the Premises.

35.3. No changes whatsoever shall be initiated as to the coverage without prior written approval by WSDOT and written authorization by WSDOT to make any requested changes.

35.4. Unless approved by WSDOT in advance and in writing, the liability coverage required by this Section shall not be subject to any deductible or self-insured retentions of liability greater than Five Thousand and no/100 Dollars (\$5,000.00) per occurrence. The payment of any such deductible or self-insured retention of liability amounts remains the sole responsibility of TENANT.

35.5. TENANT assumes all obligations for premium payment, and in the event of nonpayment, WSDOT, at its sole discretion, may pay the premiums necessary to keep any lapsed insurance policies in force, and TENANT is obligated to reimburse WSDOT the cost of maintaining the insurance coverage and any legal fees incurred in enforcing such reimbursement should TENANT fail to pay the policy premiums.

35.6. Coverage obtained by TENANT in compliance with this Section shall not be deemed as having relieved TENANT of any liability in excess of such coverage.

35.7. TENANT shall provide WSDOT with a certificate of insurance reflecting the insurance coverage required by this Section within ten (10) calendar days of the execution of this Lease, and within ten (10) days of receiving a written notice from WSDOT for an increase in the coverage amounts. Such certificates shall also be provided upon renewal of said policies and changes in carriers.

35.8. SELF-INSURED. In lieu of general liability insurance, TENANT may provide acceptable evidence to WSDOT that it is participating in a self-insurance liability program or risk pool. To meet self-insurance requirements and forgo obtaining and maintaining separate liability coverage, TENANT must also meet and agree to the following:

35.8.1. TENANT's self-insurance program must provide liability coverage for the Premises, including public liability coverage for bodily injury, property damage, and personal injury of not less than Two Million and no/100 Dollars (\$2,000,000.00) combined single limit per occurrence, with a general aggregate amount of not less than Four Million and no/100 Dollars (\$4,000,000.00) per policy period. TENANT shall increase the program liability coverage at its sole cost, when and if WSDOT deems it necessary due to TENANT's use of the Premises.

35.8.2. TENANT assumes all obligations to fund its self-insurance program in the amounts required above. In the event TENANT fails to adequately fund its self-insurance program, WSDOT, at its sole discretion, may purchase insurance coverage as if TENANT is not self-insured and pay the premiums necessary to prevent any lapse in insurance coverage. TENANT shall reimburse WSDOT the entire cost and expense it incurred to acquire and maintain said insurance coverage and any legal fees it incurred in enforcing such reimbursement. TENANT shall make such reimbursement to WSDOT within thirty (30) calendar days of the date of WSDOT's invoice. The payment of the premiums by WSDOT under this Section shall not be construed as a waiver of TENANT's obligation to obtain and maintain insurance coverage, including but not limited to the payment of insurance premiums.

35.8.3. In the event TENANT, after commencement of this Lease, elects to terminate its self-insured status and secure commercial liability coverage, TENANT shall promptly notify WSDOT in writing and prior to the termination of its self-insured status, TENANT shall secure and maintain insurance coverages outlined above in Subsections 35.1–35.9 and provide WSDOT with a certificate of insurance evidencing such coverage at least ten (10) calendar days prior to the effective date of the insurance program change.

35.9. Liability coverage, whether through self-insurance or a purchased policy shall not be deemed as having relieved TENANT of any liability in excess of such coverage.

36. HOLD HARMLESS/INDEMNIFICATION/WAIVER.

36.1. TENANT and its successors and assigns, shall protect, save, and hold harmless FHWA, WSDOT its authorized agents and employees, from all claims, actions, costs, damages (both to persons and/or property), or expenses of any nature whatsoever by reason of the acts or omissions of TENANT, its agents, invitees, contractors, lessees, or employees, arising out of, or in connection with, its acts or activities or the acts or activities of its, agents, invitees, contractors, lessees, or employees, related to this Lease. TENANT further agrees to defend WSDOT, its authorized agents or employees, in any litigation, including payment of any costs or attorneys' fees, for any claims or actions commenced, arising out of, or in connection with, such acts or activities related to this Lease. The obligations in this Section shall not include such claims, costs, damages, or expenses to the extent caused by the acts of WSDOT or its authorized agents or employees; provided that, if the claims or damages are caused by or result from the concurrent acts of (a) WSDOT, its authorized agents or employees and (b) TENANT, its agents, invitees, contractors, lessees, or employees, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the acts or omissions of TENANT's agents, invitees, contractors, lessees, or employees.

36.2. WAIVER: TENANT agrees that its obligations under this Section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents while performing construction, operation, and/or maintenance of the Premises or Communications Facility while located on the Premises for any purpose. For this purpose, TENANT, by MUTUAL NEGOTIATION, hereby waives with

respect to WSDOT and FHWA only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

36.3. The provisions in this Section shall survive the expiration or termination of this Lease.

37. CONDEMNATION. The Premises shall not be considered as part of or as contributing to the use of any adjoining or other properties owned, used, or controlled by TENANT in the event such other property or property rights of TENANT are subject to condemnation at the time of execution of the Lease or subsequent to the execution of this Lease.

38. NONDISCRIMINATION. TENANT, for itself, its successors, and assigns, as part of the consideration hereof, does hereby agree to comply with all applicable civil rights and antidiscrimination requirements, including, but not limited to, chapter 49.60 RCW and Appendixes A, C, D, and E of The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances, DOT Order No. 1050.2A, attached hereto as **Exhibit F** and by this reference incorporated herein.

38.1. Title VI Notice to Public. It is the Washington State Department of Transportation's (WSDOT) policy to assure that no person shall, on the grounds of race, color, national origin, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its programs and activities. Any person who believes his/her Title VI protection has been violated, may file a complaint with WSDOT's Office of Equity and Civil Rights (OECR). For additional information regarding Title VI complaint procedures and/or information regarding our non-discrimination obligations, please contact OECR's Title VI Coordinator at (360) 705-7090.

38.2. Americans with Disabilities Act (ADA) Information. This material can be made available in an alternate format by emailing the Office of Equity and Civil Rights at wsdotada@wsdot.wa.gov or by calling toll free, 855-362-4ADA (4232). Persons who are deaf or hard of hearing may make a request by calling the Washington State Relay at 711.

38.3. TENANT, for itself, its successors, and assigns does hereby covenant and agree to comply with all civil rights and anti-discrimination requirements of Ch. 49.60 RCW, as to the Premises.

39. ASSIGNMENT. Any assignment of lease requires prior approval by WSDOT which reserves the right, in its sole and absolute discretion, to withhold and not approval for any reason. If WSDOT approves an assignment of this lease, then any such assignment shall be in writing on a form approved by WSDOT and include an assumption of the Lease, as well as comply with all other provisions of this Section.

39.1. Neither this Lease, nor any rights created by it may be assigned, sublet, or transferred by TENANT without the prior written approval of both WSDOT and FHWA. In determining whether to approve an assignment or sublease, WSDOT shall be entitled to consider the proposed assignee's or

sublessee's financial condition, managerial capability, business reputation, nature of the proposed assignee's or sublessee's business, and such other factors as may reasonably bear upon the suitability of the assignee or sublessee as a TENANT of the Premises or the holder of this Lease.

39.2. TENANT shall provide the written assignment form to WSDOT at least sixty (60) calendar days prior to the date TENANT requires the approved form. In addition, TENANT shall provide to WSDOT a copy of said written assignment within fifteen (15) calendar days of its execution. If TENANT is a corporation, then the transfer of forty percent (40%) of TENANT's stock is deemed an assignment for the purposes of this Lease and requires WSDOT approval. WSDOT's consent to one assignment or sublease shall not waive the requirement of obtaining WSDOT consent to any subsequent assignment or sublease. TENANT hereby covenants that it is acting as principal and not as an agent for any undisclosed principal.

39.3. In the event TENANT assigns this Lease, sublets, or otherwise allows third party use of any portion of the Premises, whether by written or verbal agreement, without WSDOT's prior written approval, WSDOT, in addition to or in lieu of terminating this Lease for default and in addition to any damages it may experience, may demand a share of any revenue generated by such unauthorized use. WSDOT shall set the amount of said share and its decision shall be final and binding. WSDOT may demand such share at any time during the term of this Lease. TENANT agrees to pay said share retroactively to the date the unauthorized third-party use commenced. Furthermore, such unauthorized assignment shall not relieve TENANT from all of its obligations under this Lease, including, but not limited to, the payment of rent and the maintenance of insurance. Further, TENANT shall execute an assignment as provided above within ten (10) calendar days of the date WSDOT approves the assignment.

40. SUPERSEDE. (This Section is not applicable to this Lease and has been left intentionally blank)

41. BINDING CONTRACT. This Lease shall not become binding upon WSDOT unless and until executed for WSDOT by the Secretary of Transportation or such Secretary's duly authorized representative.

42. PERFORMANCE BY WSDOT. If TENANT defaults in the performance or observation of any covenant or agreement contained in this Lease, WSDOT, without notice if deemed by WSDOT that an emergency exists, or if no emergency, with thirty (30) calendar days' written notice, may direct TENANT to stop work and may itself perform or cause to be performed such covenant or agreement and may enter upon the Premises for such purpose. Such an emergency shall include, but not be limited to, endangerment of life, endangerment of WSDOT's facility, or the Highway Advisory Radio System, or failure of TENANT to obtain in a timely manner any insurance. TENANT shall reimburse WSDOT the entire cost and expense of such performance by WSDOT within thirty (30) calendar days of the date of WSDOT's invoice. Any act or thing done by WSDOT under the provisions of this Section shall not be construed as a waiver of any agreement or condition herein contained or the performance thereof.

43. MODIFICATIONS/NO WAIVER OF BREACH OR DEFAULT. This Lease contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by a written amendment to this Lease signed by all parties. No failure on the part of either party to enforce any covenant or provision herein contained, nor any waiver of any right hereunder by either party, unless by written amendment, shall discharge or invalidate such covenant or provision or affect the right of the either party to enforce the same in the event of any subsequent breach or default.

44. WAIVER OF WSDOT'S LIEN RIGHTS. WSDOT hereby waives any and all lien rights it may have, statutory or otherwise, concerning TENANT's radio transmitting or receiving equipment or any portion thereof, which shall be deemed personal property for the purposes of this Lease, regardless of whether or not same is deemed real or personal property under applicable laws, and WSDOT gives TENANT the right to remove all or any portion of same from the Premises from time to time in TENANT's sole discretion and without WSDOT's consent, except as otherwise provided in this Lease.

45. BROKERS' FEES. If TENANT is represented by a real estate broker in this transaction, TENANT shall be fully responsible for any fee due to such broker and shall hold WSDOT harmless from any claims for commission by such broker.

46. COOPERATION IN EXECUTION OF SUBSEQUENT DOCUMENTS. WSDOT and TENANT agree to cooperate in executing any documents (including a Memorandum of Lease) necessary to protect the rights of the parties granted by this Lease.

47. INTERPRETATION. This Lease shall be construed in accordance with the laws of the state of Washington. The titles to paragraphs or sections of this Lease are for convenience only and shall have no effect on the construction or interpretation of any paragraph or sections hereof.

48. SEVERABILITY. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

49. INVALID PROVISION. If any provision or condition of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

50. TOTALITY OF AGREEMENT. It is understood that no guarantees, representations, promises, or statements expressed or implied have been made by TENANT or by WSDOT, except to the extent that the same are expressed in this Lease. It is further understood that this Lease shall not be valid and binding upon WSDOT unless and until accepted and approved by the Secretary of Transportation or such Secretary's duly authorized representative.

51. ATTORNEY FEES. In the event of any controversy, claim, or dispute arising out of this Lease, each party shall be solely responsible for the payment of its own legal expenses, including but not limited to attorney's fees and costs, except as provided elsewhere in this Lease.

52. VENUE. TENANT agrees that the venue of any action or suit concerning this Lease shall be in the Thurston County Superior Court, and all actions or suits thereon shall be brought therein, unless the parties mutually agree otherwise, in writing.

53. NOTICES. Except as otherwise designated in this Lease, wherever in this Lease written notices are to be given or made, they will be sent by certified mail-addressed to the parties at the addresses listed below unless a different address shall be previously designated in writing and delivered to the other party. Notices shall be deemed effective as of the delivery date. TENANT agrees to accept service of process or certified mail at the addresses provided herein, provided any such address is located in the state of Washington. Otherwise, TENANT designates the Secretary of state of Washington as an agent for the purpose of service of process. Such service shall be deemed personal service.

WSDOT:

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
HQ Real Estate Services
Attn: Property Management Program Manager
7407 31st Avenue NE
Lacey, WA 98516

TENANT:

LEWIS COUNTY
351 NW North St.
Chehalis, WA 98531

54. RECITALS. The recitals are hereby incorporated into this Lease.

- 55. EXHIBITS.** Exhibit A – Property
Exhibit B – Premises
Exhibit C – Construction Drawings or Technical Data Sheet(s)
Exhibit D – Access to Premises
Exhibit E – WSDOT Radio Standards
Exhibit F – Title VI Non-discrimination Assurances

56. COUNTERPARTS. This Lease may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Lease signed by each party, for all purposes.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Lease as of the date of WSDOT's execution written below.

Signatures:

Accepted and Approved by:

TENANT
LEWIS COUNTY

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

(signature)

(signature)

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM

Alex Straub
Alex Straub (Oct 16, 2026 16:23:45 PDT)

(signature)

By: Alex Straub
Assistant Attorney General

Date: 10/16/2026

EXHIBIT A – PROPERTY

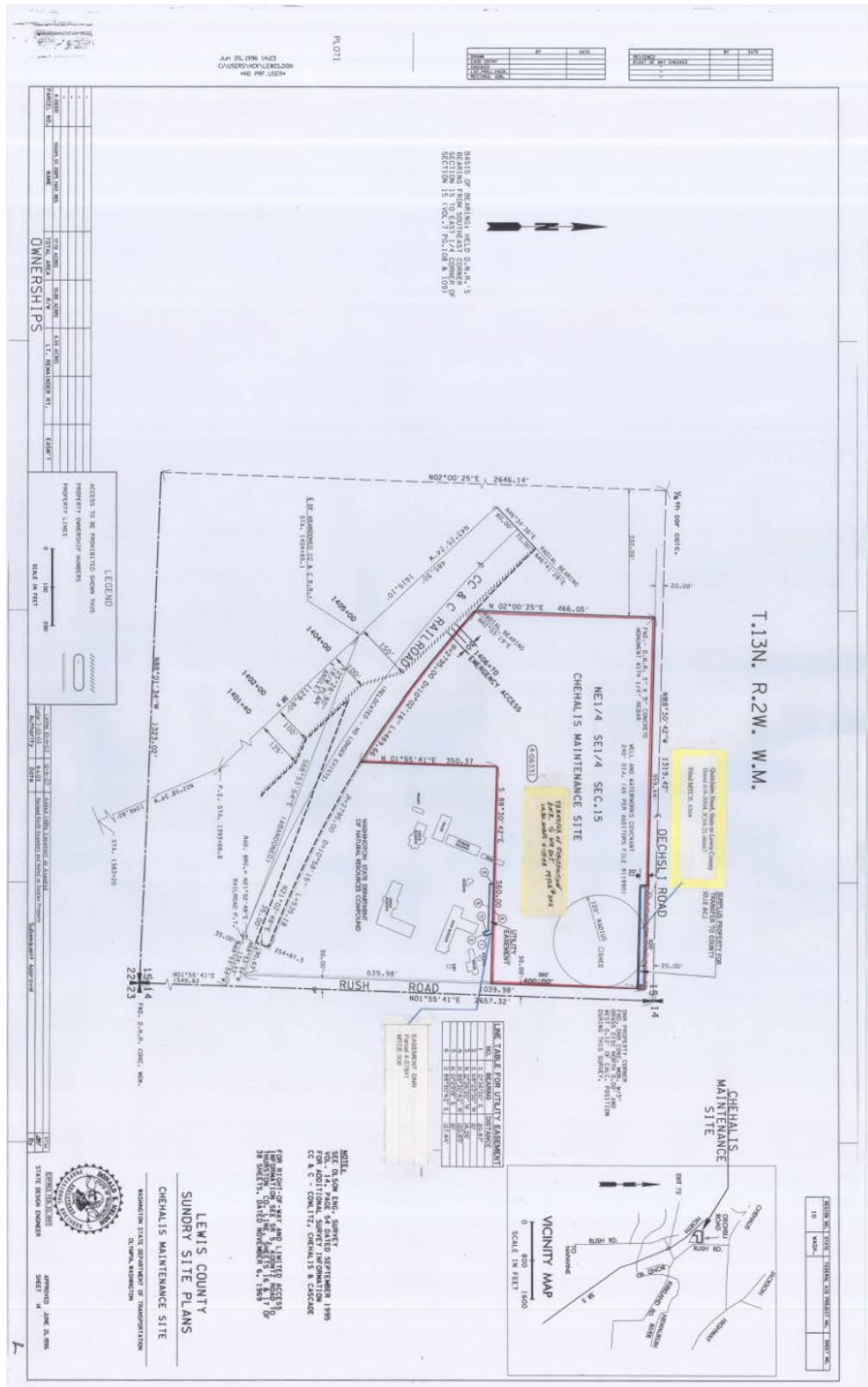


EXHIBIT B – PREMISES

- Number of racks = Use half of an existing rack in the shelter
- Number of antennas on the tower = 2 antennas. Both 4 bay folded dipoles. One (1) near the top which would be the receive antenna. One (1) 25 ft below that would be the transmit antenna. Receive frequency would be 159.000 Transmitter would be 156.180.

On site TENANT will have a switch, securesync 2400, gtr8000, duplexer, the routing device you sent us (DCB XT-hEX).

All equipment will be 48 volts expected power consumption per device

Gtr 435 watts 40 percent duty cycle

Timing 50 watts

Switch 20 watts

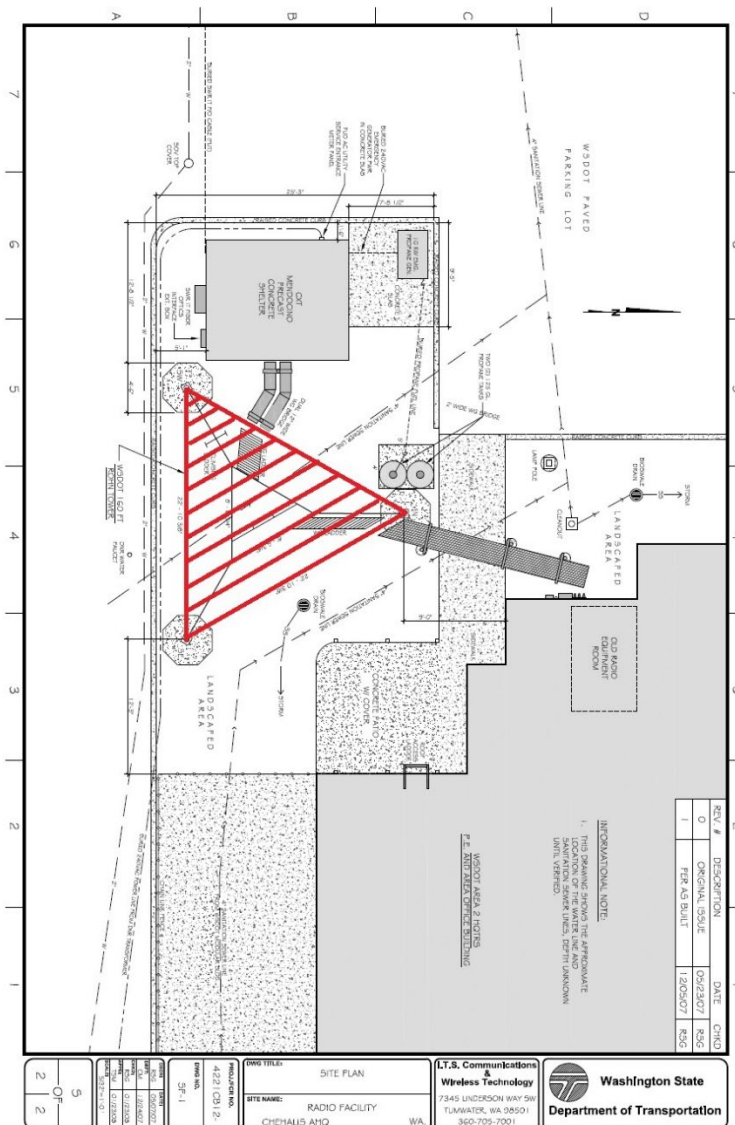


EXHIBIT C – TECHNICAL DATA SHEETS
(ATTACHED SEPARATELY)

EXHIBIT D – ACCESS

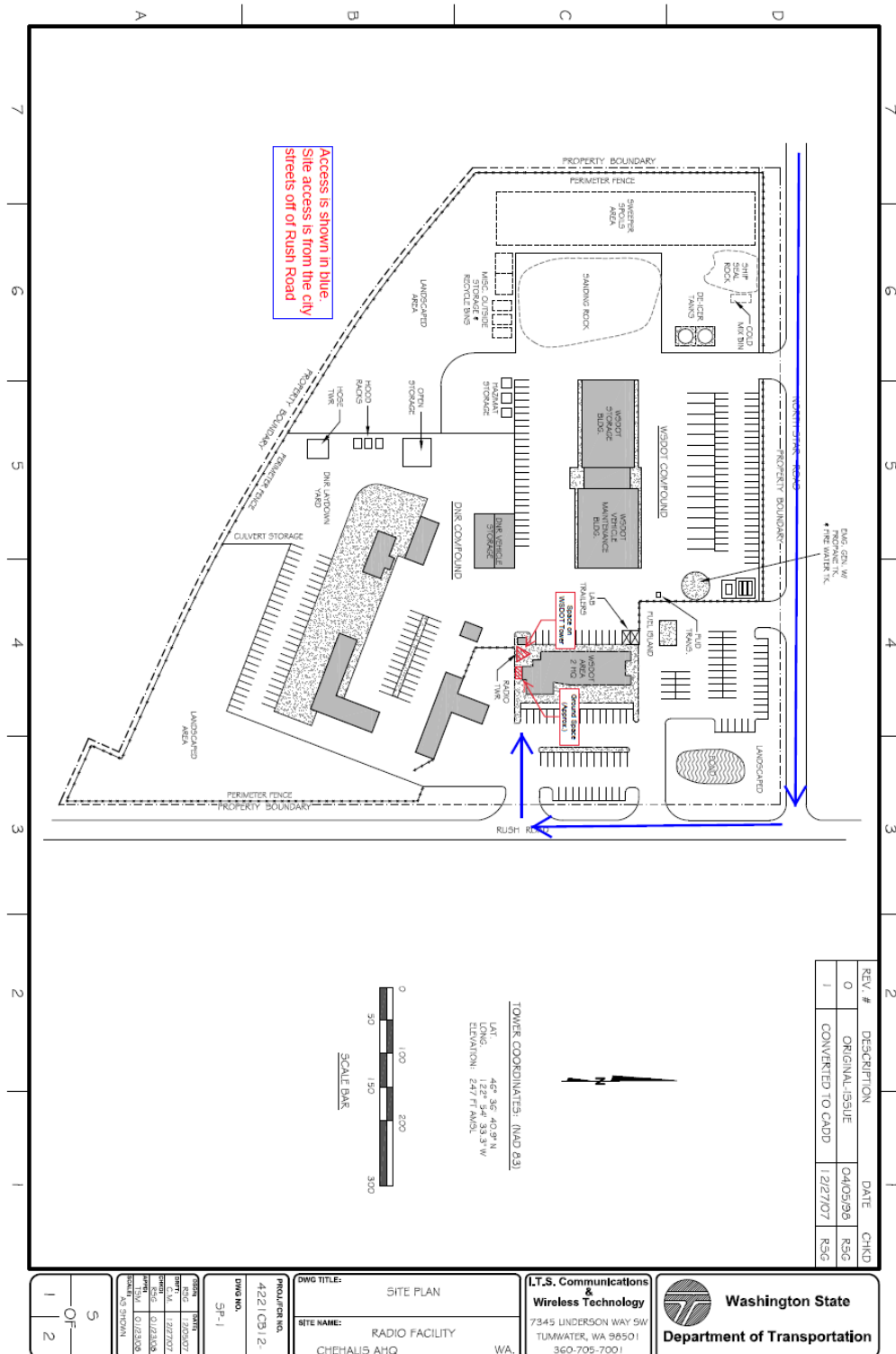


EXHIBIT E WSDOT RADIO STANDARDS
ENGINEERING STANDARD REV C (12-98)
FOR RADIO TRANSMITTING AND RECEIVING DEVICES
AND FM BROADCAST

All communications fixed transmitter installations shall employ isolators or alternative techniques meeting the same criteria, to minimize spurious radiation and intermodulation products. Additional filtering may be required according to frequency and interconnect devices as listed below. As the industry progresses, superior devices may be available and installed.

1. Transmitters in the 29.8 to 54 MHz range shall have a low pass filter, band pass filter or cavity providing a minimum of 30 dB attenuation removed 1.0 MHz from the operating frequency.
2. Transmitters in the 66 to 88 MHz range shall have at least 25 dB of isolation followed by a band pass cavity providing at least 20 dB of attenuation 1.0 MHz removed from the operating frequency.
- 3a. Transmitters in the 88 to 108 MHz range operating at a power level of 350 watts or less shall have at least 25 dB of isolation followed by a band pass cavity providing at least 35 dB of attenuation 1.0 MHz from the operating frequency.
- 3b. Transmitters in the 88 to 108 MHz range at power levels above 350 watts shall have a band pass cavity providing at least 25 dB of attenuation 1.4 MHz from the operating frequency.
4. Transmitters in the 130 to 225 MHz range shall have at least 50 dB of isolation followed by a low pass filter and band pass cavity with a minimum of 15 dB of attenuation 1.0 MHz removed from the operating frequency.
5. Transmitters in the 400 to 470 MHz range shall have at least 50 dB of isolation followed by a low pass filter and band pass cavity with a minimum of 15 dB of attenuation 2.0 MHz removed from the operating frequency.
6. Transmitters in the 806 to 990 MHz range shall have at least 50 dB of isolation followed by a low pass filter or a band pass filter with a minimum of 15 dB of attenuation 10 MHz removed from the operating frequency and 40 dB of attenuation 20 MHz.

The following engineering standards will be observed.

1. A band pass cavity/filter or crystal filter is recommended at the input of all receivers. Its purpose is to protect against RF energy "off frequency" from mixing in a non-linear device such as the first RF amplifier in a receiver which can re-radiate causing interference.
2. The band reject duplexer (cross notch duplexer) may not be used without the use of cavities or isolators.
3. Single braid coax cable is prohibited. Double shielded cable must have over 98.5% shield coverage. Single braid cable with resistive terminations is acceptable ONLY as a fixed method for relative signal strength measurements.
4. Jacketed coaxial cable is required. Unjacketed transmission line of any type is prohibited.
5. Use of N, TNC, DIN or other types of constant impedance connector is preferred over a non-constant impedance type. Effort should be made to prevent the use of coax adapters.

6. All equipment is to be grounded. Grounding is to be done with low impedance conductor to the station ground grid, preferably with flat copper strap or heavy braid. The “green wire” of the AC power plug is not an acceptable grounding point. The site manager has the responsibility of providing a suitable ground for users.
7. Transmitting systems must be checked periodically, which includes the isolator, VSWR on the load port of the isolator and overall system insertion loss.
8. Bare metallic ties are prohibited for securing transmission lines to towers. In the case of large lines, use of stainless steel or galvanized hangers is permitted. Hardware capable of rusting and dissimilar metals are prohibited. Transmission lines are to be insulated from metallic structures/objects. It is the duty of installation personnel to prevent “diode junctions” from taking place.
9. All loose wire or metal objects are to be removed from the tower and site. Metal fencing should be plastic coated.
10. All equipment shall be licensed and operated in full accordance with all applicable rules and regulations of the regulating agency, (FCC, NTIA). There shall be no modifications which violate “FCC Type Acceptance”.
11. It is recommended that all equipment be labeled with the owner’s name and a current 24-hour telephone contact number, (service agency is acceptable).
12. Every effort should be made to protect the equipment from lightning damage. Feed-through lightning protectors should be used on all coaxial cable connections to equipment enclosures. Gas, Gap, MOV and Silicone Avalanche Diode (SAD) protectors should be used in control, audio, telephone and power connections.

INTERFERENCE POLICY STATEMENT

In the event Radio Interference (RI) occurs all users of the site are required to participate in solving the problem by providing technical personnel and test equipment to locate the source of the specific problem. If these standards are complied with, additional isolators, filters, cavities, etc. may be required. All equipment must be maintained in good working order and meet original manufacturers and FCC specifications for reduction of transmitter spurious radiation. In the event radio interference (RI) occurs, and these standards are complied with, additional isolators, filters, cavities etc... may be required to correct specific problems.

Involved systems, not in full compliance with these standards, will be asked to comply immediately at their own expense.

It is customary for the offending transmitter owner/operator finance the required corrections or equipment necessary to correct the problem. It is also good practice to allow the affected receiver owner/operator provide the necessary equipment (if one so chooses) for installation by the offender without surrendering ownership of the equipment and expect its use to be uninterrupted, i.e., not taken out of service without notifying the owner.

The PCS industry is developing the 2.0 Ghz band. It is unknown at this time what interference may be expected or caused and what products will be available for interference mitigation. Policies and standards will be developed by this committee as needed.

These are minimum standards of good engineering practice in the operation and maintenance of electronic sites. These standards will be revised as deemed necessary by the committee.

**EXHIBIT F - Standard Title VI / Nondiscrimination Assurances
From USDOT Order No. 1050.2A**

Appendixes A, C, D, and E of Standard Title VI / Nondiscrimination Assurances from USDOT Order No. 1050.2A, signed by WSDOT September 7, 2023.

DO NOT ALTER THE LANGUAGE IN ANY PART OF THIS EXHIBIT.

Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, ***Federal Highway Administration (FHWA)***, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non- discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the ***FHWA*** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the ***FHWA***, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the ***FHWA*** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of

equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **FHWA** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **Washington State Department of Transportation** pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, **Washington State Department of Transportation** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the **Washington State Department of Transportation** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **Washington State Department of Transportation** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **Washington State Department of Transportation** pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
 - B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, **Washington State Department of Transportation** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
 - C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, **Washington State Department of Transportation** will there upon revert to and vest in and become the absolute property of **Washington State Department of Transportation** and its assigns.*
- (*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

WF-04-14690 Lewis County

Final Audit Report

2026-10-16

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