

## INTERAGENCY AGREEMENT

### HOPKINS HILL, DOG MOUNTAIN, BENNET RD STOCKPILE SITE AND LEWIS COUNTY COURT HOUSE RADIO TOWER

#### RECITALS

- A. Each party owns and/or operates certain Wireless Communication Facilities;
- B. Each party wishes to provide the other party access to its Wireless Communication Facilities identified in this Agreement for the purpose of the other party's installation, operation and maintenance of personal communications equipment and related telecommunications services as identified in this Agreement at said Wireless Communication Facilities;
- C. This Agreement supersedes and replaces any earlier agreements and/or leases between the Parties regarding the sites described herein;
- D. The Parties are authorized to enter into this agreement pursuant to RCW 39.34.030 and 47.12.120.

#### AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED THAT:

1. **PARTIES.** THIS INTERAGENCY AGREEMENT (hereinafter Agreement) for the installation, operation and maintenance of personal communications equipment and related telecommunications activities on the **Hopkins Hill Radio Site, Dog Mountain Radio Site, Bennett Road Stockpile Site and the Lewis County Court House Radio Tower** is made and entered into by and between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (hereinafter WSDOT) and LEWIS COUNTY, a political subdivision of the State of Washington (hereinafter COUNTY).
2. **LEASED PREMISES.** The Premises ("Premises") collectively consist of wireless communications facilities at four (4) separate sites as follows (individually "Wireless Communication Facility" and collectively "Wireless Communication Facilities"):
  - A. **Hopkins Hill Radio Site:** The COUNTY owns improvements including the tower, building, and backup generator known as Hopkins Hill Radio Site, located in Lewis County, State of Washington, for which there is an underlying lease between the COUNTY and Longview Timber and a road use permit from ORM Timber Operating

Company II, LLC. COUNTY will allow the installation, operation, maintenance, upgrading, and removal of unstaffed personal communications equipment and related telecommunications activities by WSDOT including use of said tower, building, and backup generator, see **Exhibit A** for legal description and **Exhibit B**, Technical Data Sheets, for equipment location and description, both attached hereto and by this reference incorporated herein. With respect to the Hopkins Hill Radio Site the COUNTY is the LESSOR and WSDOT is the LESSEE.

**B. Dog Mountain Radio Site:** WSDOT has constructed a Wireless Communication Facility commonly known as the Dog Mountain Radio Site located in Lewis County, State of Washington. The Wireless Communication Facility is located on real property owned in fee by WSDOT. WSDOT will allow the installation, operation, maintenance, upgrading, and removal of unstaffed personal communications equipment and related telecommunications activities by the COUNTY, see **Exhibit C** for legal description and **Exhibit D**, Technical Data Sheets, for equipment location and description, both attached hereto and by this reference incorporated herein. With respect to the Dog Mountain Radio Site WSDOT is the LESSOR and the COUNTY is the LESSEE.

**C. Bennett Road Stockpile Site:** WSDOT owns real property in fee commonly known as the Bennett Road Stockpile Site located in Lewis County, State of Washington. WSDOT will allow the installation, operation, maintenance, upgrading, and removal of unstaffed personal communications equipment and related telecommunications activities by the COUNTY, see **Exhibit E** for legal description and **Exhibit F**, Technical Data Sheets, for equipment location and description, both attached hereto and by this reference incorporated herein. With respect to the Bennett Road Stockpile Site WSDOT is the LESSOR and the COUNTY is the LESSEE.

**D. Lewis County Court House:** COUNTY has constructed a Wireless Communication Facility commonly known as the Lewis County Court House Radio Site located in Lewis County, State of Washington. The Wireless Communication Facility is located on real property owned in fee by the COUNTY. The COUNTY will allow the installation, operation, maintenance, upgrading, and removal of unstaffed personal communications equipment and related telecommunications activities by WSDOT, see **Exhibit G** for legal description and **Exhibit H**, Technical Data Sheets, for equipment location and description, both attached hereto and by this reference incorporated herein. With respect to the Lewis County Court House Site the COUNTY is the LESSOR and WSDOT is the LESSEE.

3. **TERM.** The term under this Agreement shall commence on execution of the Agreement by WSDOT (the "Commencement Date") and shall expire at 11:59 p.m. August 31, 2016 (the "Expiration Date"), except as extended or earlier terminated in accordance with the terms of this Agreement.

**4. TERMINATION BY WSDOT.**

**A.** WSDOT may terminate this Agreement, in whole or in part, without penalty or further liability as follows:

(1) Upon thirty (60) calendar days written notice to the COUNTY, if the COUNTY defaults, and fails to cure such default within that thirty (30) calendar day period, or such longer period, as may be determined by WSDOT in its sole judgment, if the COUNTY is diligently working to cure the default;

(2) Upon sixty (60) calendar days written notice, unless an emergency exists, then immediately, if WSDOT determines that it is in the best interest of the State of Washington to terminate this Agreement; and

(3) Immediately, upon written notice, if a receiver is appointed to take possession of the COUNTY's assets, the COUNTY makes a general assignment for the benefit of creditors, or the COUNTY becomes insolvent or takes or becomes subject to an action under the Bankruptcy Act or in receivership.

(4) Immediately, upon written notice, if in WSDOT's judgment the respective Wireless Communication Facilities are destroyed or damaged so as to substantially and adversely affect WSDOT's authorized use of the Wireless Communication Facilities.

**B.** Waiver or acceptance of any default of the terms of this Agreement by WSDOT shall not operate as a release of the COUNTY's responsibility for any prior or subsequent default.

**C.** If the COUNTY defaults on any provision in this Agreement three (3) times within a twelve (12)-month period, then the third default shall be deemed "non-curable" and this Agreement may be terminated by WSDOT on thirty (30) calendar days written notice.

**5. TERMINATION BY THE COUNTY.**

**A.** The COUNTY may terminate this Agreement, in whole or in part, without penalty or further liability as follows:

(1) Upon thirty (60) calendar days' written notice to WSDOT, if the WSDOT defaults, and fails to cure such default within that thirty (30) calendar day period, or such longer period, as may be determined by the COUNTY in its sole judgment, if WSDOT is diligently working to cure the default;

(2) Upon sixty (60) calendar days written notice, unless an emergency exists, then immediately, if the COUNTY determines that it is in the best interest of the COUNTY to terminate this Agreement; and

(3) Immediately, upon written notice, if a receiver is appointed to take possession of WSDOT's assets, WSDOT makes a general assignment for the benefit of creditors, or WSDOT becomes insolvent or takes or becomes subject to an action under the Bankruptcy Act or in receivership.

(4) Immediately, upon written notice, if in the COUNTY's judgment the respective Wireless Communication Facilities are destroyed or damaged so as to substantially and adversely affect the COUNTY's authorized use of the Wireless Communication Facilities.

**B.** Waiver or acceptance of any default of the terms of this Agreement by the COUNTY shall not operate as a release of WSDOT's responsibility for any prior or subsequent default.

**C.** If WSDOT defaults on any provision in this Agreement three (3) times within a twelve (12)-month period, then the third default shall be deemed "non-curable" and this Agreement may be terminated by the COUNTY on thirty (30) calendar days' written notice.

**6. CONSIDERATION.** In exchange for the use of the leased Premises by the LESSEES to install, operate, and maintain equipment at Wireless Communication Facilities, as described elsewhere herein, the Parties agree to waive any rent charges between them.

**7. USE OF PREMISES.**

**A.** No use other than the installation, operation and maintenance of Wireless Communication Facilities shall be permitted without the prior written approval of WSDOT for the Dog Mountain and Bennett Road Radio Sites. No use other than the installation, operation and maintenance of Wireless Communication Facilities shall be permitted without the prior written approval of the COUNTY for the Hopkins Hill and Lewis County Court House Radio Sites. Any other use authorized by the Parties will be pursuant to separate written agreement. This provision applies to other uses by the Parties and uses by third parties.

**B.** The LESSEE shall have access to the respective leased Premises via the existing access locations.

**C.** In using the leased Premises, the respective LESSEE must comply with all policies and regulations heretofore adopted or hereafter promulgated by the respective

LESSOR relative to the location, operation, and maintenance of improvements located on the respective leased Premises.

D. In using the leased Premises, it is expressly agreed that the respective LESSEE must comply with all applicable federal, state, and local laws, ordinances, and regulations, including environmental requirements, that are in force or which may hereafter be in force and secure and maintain all necessary permits and licenses.

8. **MAINTENANCE.** Each Party will be responsible for the maintenance repair and upkeep of its Premises for which it is the LESSOR. Each Party shall notify the other of any maintenance needs, repairs and scheduled maintenance work to be performed on said Premises including but not limited to buildings, towers, roadways or other commonly shared items.

A. Each Party agrees to install, operate, and maintain its respective personal communications equipment located on the Wireless Communication Facilities. Each Party agrees to perform site maintenance related to their individual use as needed. Each Party agrees that it will be responsible for the costs directly related to its proportional use of the Premises. If a dispute arises which can't be rectified within thirty (30) calendar days, the owner of the property shall make the final determination.

B. The LESSOR of each premise reserves the right to periodically observe and inspect the maintenance work conducted by the LESSEE on the Premises. The LESSOR shall provide written notice to the LESSEE to include details of those elements or areas not in compliance with specifically referenced LESSEE's maintenance requirements. The notice will set a specified reasonable period of time in which requested corrective action must be taken; Provided, however, that if an emergency exists, corrective action must be taken immediately. If corrective measures are not completed within the specified time period, the LESSOR may either perform the maintenance as provided elsewhere herein, or issue a notice of default as provided elsewhere herein.

9. **RESERVATION OF RIGHT.**

A. Right of Entry.

(1) Nothing herein shall affect the LESSOR's, its agent's and contractor's right to enter upon and use its leased Premises at any time for any purpose.

(2) Other than in an emergency, the LESSOR, as a matter of courtesy, will attempt to give the LESSEE a minimum of seven (7) working days' notice of any use or entry that will unreasonably disrupt the LESSEE's operation or maintenance on the leased Premises. All reasonable steps will be taken to

minimize impacts to the LESSEE's operation and maintenance, however, the LESSOR assumes no liability of any kind for any such disruption.

**10. TAXES, ASSESSMENTS, AND UTILITIES.**

**A.** The LESSEE agrees to pay all assessments that benefit the leased Premises as a result of the LESSEE's use and/or which may hereafter become a lien on the interest of the LESSOR in accordance with RCW 79.44.010. The LESSEE shall have the right to appeal disputed charges.

**B.** Each Party also agrees to pay all taxes that may hereafter be levied or imposed upon said Party or by reason of this Agreement. Each Party reserves the right to appeal disputed charges.

**C.** Each Party agrees, except as noted herein, to pay the cost for all utility bills related to its individual use incurred at the Wireless Communication Facilities, including, but not limited to, sewer, electric, water, surcharges, and rate adjustments that serve the Premises.

**11. IMPROVEMENTS.**

**A.** COUNTY may install, operate and maintain personal communications equipment on the leased Premises at the locations previously agreed to by the Parties and as shown on **Exhibits D and F**. Prior to the installation of equipment the COUNTY shall notify WSDOT and the Parties shall coordinate their activities to facilitate such installations.

**B.** WSDOT may install, operate and maintain personal communications equipment on the leased Premises at the locations previously agreed to by the Parties and as shown on **Exhibits B and H**. Prior to the installation of equipment WSDOT shall notify the COUNTY and the Parties shall coordinate their activities to facilitate such installations.

**12. CONSTRUCTION.** No construction of new or reconstruction of existing improvements is permitted without the prior written approval of the LESSOR. When applicable the LESSOR shall be furnished with one (1) set of complete site plans, details, and specifications and revisions thereto for grading and all improvements proposed to be placed on the leased Premises, and no work shall be done without prior written approval of such plans by the LESSOR. All work shall be done in conformity with the plans and specifications as approved. The LESSOR may take any action necessary, including directing that work be temporarily stopped or that additional work be done, to ensure observation of the plans and specifications, protection of all parts and elements of the Wireless Communication Facilities, and compliance with LESSOR's construction and safety standards. The improvements shall be designed and constructed in a manner that

will permit access to the leased Premises for the purpose of inspection, maintenance, and construction when necessary.

**13. LIENS.**

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

**B.** Each Party shall at all times indemnify and save the other Party harmless from all claims for labor or materials in connection with the Party's construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Premises, and from the cost of defending against such claims, including attorney fees.

**C.** In the event a lien is filed upon the leased Premises as a result of the LESSEE's installation, operation or maintenance of equipment or other telecommunications activities within the leased Premises, the LESSEE shall either:

- (1) Record a valid release of lien; or
- (2) Deposit sufficient cash with the LESSOR 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 lienholder claim; or
- (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.

Should the LESSEE fail to accomplish either (1), (2) or (3) above within sixty (60) calendar days after the filing of such a lien, this Agreement shall be in default.

**14. PERSONAL PROPERTY.**

**A.** The LESSOR shall not be liable in any manner for, or on account of, any loss or damage sustained to any of the LESSEE's, its franchisees', lessees' and permittees', or other authorized users' personal property of whatsoever kind stored, kept, or maintained on or about the Premises, except for such claims or losses that may be caused by LESSOR or its authorized agents or employees.

**B.** Upon termination of this Agreement, if the LESSEE fails to remove its equipment and all personal property within thirty (30) calendar days of such termination, LESSOR

may remove all equipment and personal property of the LESSEE remaining on the leased Premises at the LESSEE's expense and dispose of it in any manner the LESSOR deems appropriate. The LESSEE agrees to reimburse the LESSOR for the costs of such removal and disposal within thirty (30) calendar days of the date of LESSOR's invoice.

15. **VACATION OF PREMISES.** Upon termination of this Agreement, the LESSEE shall cease its operations on the leased Premises and, if so directed by LESSOR, restore the leased Premises to its condition prior to LESSEE's occupancy. This restoration shall include the removal of personal property. This work shall be done at LESSEE's expense and to the reasonable satisfaction of the LESSOR. In the event the LESSEE fails to vacate and, if so directed by LESSOR, restore the leased Premises prior to the date of termination, the LESSEE shall be liable for any and all costs to the LESSOR arising from such failure and agrees to reimburse LESSOR for all such costs within thirty (30) calendar days of the date of LESSOR's invoice for such costs.

16. **ENVIRONMENTAL REQUIREMENTS.**

A. Each Party represents, warrants and agrees that it will conduct its activities on the leased Premises in compliance with all applicable environmental laws. As used in this Agreement, "Environmental Laws" means 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.

B. Toxic or hazardous substances are not allowed on the leased Premises without the express written permission of the respective LESSOR under such terms and conditions as may be specified by LESSOR. For the purposes of this Agreement, "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 70.105D et seq., including all amendments and/or revisions to said laws and regulations, and shall include gasoline and other petroleum products. The LESSEE is hereby authorized to bring on to the leased Premises gasoline and petroleum products necessary to carry out the installation, maintenance and operation requirements set forth in this Agreement. The disposal of all hazardous materials must be done in a legal manner by LESSEE.

C. The Parties agree to cooperate in any environmental investigations conducted by a Party's staff or independent third parties where there is evidence of contamination on the

leased Premises, or where a Party is directed to conduct such audit by an agency or agencies having jurisdiction. The Party will reimburse the other Party for the cost of such investigations, where the need for said investigation is determined to be caused by the former's operations. The Parties will provide each other with notices of any inspections of the leased Premises, notices of violations, and orders to clean up contamination. The Parties will permit each other to participate in all settlement or abatement discussions. In the event that a Party fails to take remedial measures as duly directed by a state, federal, or local regulatory agency within Ninety (90) calendar days of such notice, the other Party may elect to perform such work, and shall be reimbursed by the non-performing Party for all direct and indirect costs incurred in performing such work. Each Party further agrees that it's use of the leased 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 right of way.

**D.** For the purposes of this Agreement, "Costs" shall include, but not be limited to, all response costs, disposal fees, investigatory costs, monitoring costs, civil or criminal penalties, and attorney fees and other litigation costs incurred in complying with state or federal environmental laws, which shall include, but not be limited to the 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 70.105D et seq., including all amendments and/or revisions to said laws and regulations.

**E.** Each Party ("Indemnitor") agrees to indemnify, defend and hold the other Party harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, any costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees associated with the existence of, and/or 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 the other properties, which are caused by or result from the Indemnitor's activities on the Premises. Each Party ("Indemnitor") further agrees to retain indemnify, defend, and hold the other Party harmless from any and all liability arising from the Indemnitor's offsite disposal, handling, treatment, storage or transportation of any such Hazardous Substances removed from the Premises.

**F.** The provisions of this section shall survive the termination or expiration of this Agreement.

**17. INSURANCE.**

**A. COUNTY COVERAGE:**

(1) The COUNTY shall maintain liability coverage for the use of the Premises owned by WSDOT, including public liability coverage for bodily injury, property damage, and personal injury of not less than TWO MILLION (\$2,000,000.00) combined single limit per occurrence, with a general aggregate amount of not less than FOUR MILLION (\$4,000,000.00) per policy period. The COUNTY certifies that it is self-insured, and agrees to provide acceptable evidence of its self-insured status to WSDOT. The COUNTY agrees that WSDOT may require increases in said coverage amounts by written notice to the COUNTY, as WSDOT deems reasonably necessary.

(2) In the event the COUNTY, after commencement of this Agreement, elects to terminate its self-insured status and secure commercial liability coverage, the COUNTY will promptly notify WSDOT, and provide a certificate of insurance from an insurer licensed to conduct business in the State of Washington.

(3) Coverage, if obtained by the COUNTY in compliance with this section, shall not be deemed as having relieved the COUNTY of any liability.

**B. WSDOT COVERAGE.**

During the term of this Agreement, the State of Washington, to include all its agencies and departments (which includes WSDOT), shall be self-insured for all exposure to general liability and vehicle liability as provided in Ch. 4.92 RCW and RCW 43.41.280 through 43.41.350, including such liability coverage for its use of the Premises owned by the COUNTY, such liability coverage (between self-insurance and excess insurance) to include public liability coverage for bodily injury, property damage, and personal injury of not less than TWO MILLION (\$2,000,000.00) combined single limit per occurrence, with a general aggregate amount of not less than FOUR MILLION (\$4,000,000.00) per policy period. The State of Washington shall remain continuously self-insured up to a predetermined self-insurance retention level at which point excess insurance provides coverage. The self-insurance program shall remain funded by a liability account established by RCW 4.92.130 and financed by annual premiums assessed to state agencies, including WSDOT. In the event the State of Washington, after commencement of this Agreement, elects to terminate its self-insured status or that of WSDOT and secure commercial liability coverage, WSDOT shall promptly notify COUNTY, and provide a certificate of insurance from an insurer licensed to conduct business in the State of Washington. Coverage, if obtained by the WSDOT in compliance with this section, shall not be deemed as having relieved WSDOT of any liability.

**18. INDEMNIFICATION.**

**A.** To the maximum extent authorized by law, each Party ("Indemnitor") shall indemnify and hold harmless the other Party, its employees and/or officers from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or costs, of whatsoever kind or nature, brought against the other Party arising out of, in connection with, or incident to the Indemnitor's own negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the COUNTY and (b) WSDOT, their respective employees and/or officers, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the COUNTY's or WSDOT's, their respective employees and/or officers; and provided further, that nothing herein shall require a Party to hold harmless or defend the other Party or the other Party's employees and/or officers from any claims arising from the other Party's sole negligence or that of its employees and/or officers.

**B.** The Parties agree that their obligations under this Section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any Party's employees or agents. For this purpose, the Parties, by mutual negotiation, hereby waive, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

**C.** The indemnification provisions in this paragraph shall survive the expiration or termination of this Agreement.

**19. PERFORMANCE BY LESSEE.**

**A.** If the LESSEE defaults in the performance or observation of any covenant or agreement contained in this Agreement, LESSOR, without notice if deemed by LESSOR that an emergency exists, or if no emergency, with thirty (30) calendar days' notice, may direct the LESSEE to stop work and may itself perform or cause to be performed such covenant or agreement.

**B.** The LESSEE shall reimburse LESSOR the entire cost and expense of such performance by LESSOR within thirty (30) calendar days of the date of LESSOR's invoice.

**C.** Any act or thing done by LESSOR under the provisions of this paragraph shall not be construed as a waiver of any agreement or condition herein contained or the performance thereof.

**20. NONDISCRIMINATION.** In its activities associated with leasing the Premises, each Party, for itself, its successors and assigns, as part of the consideration hereof, agrees to

comply with all applicable civil rights and antidiscrimination requirements, including but not limited to Chapter 49.60 RCW.

21. **INDEPENDENT CAPACITY.** For purposes of this Agreement, the COUNTY shall be deemed an independent contractor for all purposes and the employees of the COUNTY or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of WSDOT. For purposes of this Agreement, WSDOT shall be deemed an independent contractor for all purposes and the employees of the WSDOT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of the COUNTY.
22. **ASSIGNMENT.** Neither this Agreement nor any rights created by it may be assigned, sublet, or transferred.
23. **BINDING CONTRACT.** This Agreement shall not become binding upon WSDOT unless and until executed by both WSDOT signatories.
24. **ATTORNEYS' FEES.** In the event of any controversy, claim, or dispute arising out of this Agreement, each Party shall be solely responsible for the payment of its own attorney's fees and costs.
25. **MODIFICATIONS.** This instrument contains all the agreements and conditions made between the Parties hereto and may not be modified orally or in any manner other than by an agreement in writing 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 thereunder, unless in writing, 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.
26. **INTERPRETATION.** This Agreement shall be governed by and interpreted in accordance with the laws of the state of Washington. The title to paragraphs or sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any part hereof.
27. **TOTALITY OF AGREEMENT.** It is understood that no guarantees, representations, promises, or statements expressed or implied have been made by either Party except to the extent that the same are expressed in the Agreement.
28. **SEVERABILITY.** If any covenant or provision or part thereof, of the Agreement be adjudged void, such adjudication shall not affect the validity, obligation or performance of any other covenant or provision or part thereof, which in itself is valid, if such remainder conforms to the terms and requirements of applicable law and the intent of this Agreement.

**29. DISPUTE RESOLUTION.**

**A.** The following individuals are the Designated Representatives for the purpose of resolving disputes that arise under this Agreement:

**WSDOT:** ITS Communications Manager  
State of Washington, Department of Transportation  
P.O. Box 47359  
Olympia, WA 98504-7359

**COUNTY:** Central Services Director  
Michael A. Strozyk  
351 NW North Street  
Chehalis, WA 98532

**B.** The WSDOT Designated Representative and the COUNTY Designated Representative shall confer to resolve disputes that arise under this Agreement as requested by either Party. The Designated Representatives shall use their best efforts and exercise good faith to resolve such disputes.

**C.** In the event the Designated Representatives are unable to resolve the dispute, the appropriate WSDOT Program Administrator and the Central Services Director for the COUNTY shall confer and exercise good faith to resolve the dispute.

**D.** In the event the WSDOT Program Administrator and the Central Services Director for the COUNTY are unable to resolve the dispute, the Parties may, if mutually agreed in writing, submit the matter to non-binding mediation. The Parties shall then seek to mutually agree upon the mediation process, who shall serve as the mediator, and the time frame the Parties are willing to discuss the disputed issue(s).

**E.** Each Party shall bring to the mediation session, unless excused from doing so by the mediator, a representative from its side with full settlement authority. In addition, each party shall bring counsel and such other persons as needed to contribute to a resolution of the dispute. The mediation process is to be considered settlement negotiations for the purpose of all state and federal rules protecting disclosures made during such conference from later discovery or use in evidence; Provided that any settlement executed by the Parties shall not be considered confidential and may be disclosed. Each Party shall pay its own costs for mediation and share equally in the cost of the mediator. The venue for the mediation shall be in Olympia, Washington, unless the Parties mutually agree in writing to a different location.

**F.** If the Parties cannot mutually agree as to the appropriateness of mediation, the mediation process, who shall serve as mediator, or the mediation is not successful, then either Party may institute a legal action in the County of Thurston, State of Washington,

unless other venue is mutually agreed to in writing. The Parties agree that they shall have no right to seek relief in a court of law until and unless each of the above procedural steps has been exhausted.

**30. VENUE.** In the event any Party deems it necessary to institute legal action or proceedings to ensure any right or obligation under this Agreement, the Parties hereto agree that such action or proceedings shall be brought in a court of competent jurisdiction situated in Thurston County, Washington.

**31. AGREEMENT MANAGEMENT.**

**A.** The Program Managers for the respective Parties shall be responsible for administration of this Agreement and shall be the contact persons for all communications and billings regarding the administration of this Agreement, which expressly excludes notices of default and reporting and correcting defects covered under warranty.

**B.** The Program Manager for the COUNTY is: Central Services Director, Michael Strozyk (360) 740-2781.

**C.** The Program Manager for WSDOT is: Tim McDowell, Electronic Design Engineer (360) 705-7028.

**D.** Either Party may, from time to time, by notice in writing served upon the other Party as required elsewhere herein, designate an additional and/or a different mailing address or an additional and/or different person to whom such notice, request, report or other communication are thereafter to be addressed.

**32. NOTICES.**

**A.** Wherever in this Agreement written notices are to be given or made, they will be served, personally delivered or sent by certified mail or overnight mail addressed to the appropriate Party(ies) at the addresses provided herein, unless a different address is designated in writing or delivered to the other Party.

**B.** Notices of default of this Agreement shall be given to the Program Manager and the individuals listed below:

(1) COUNTY: Central Services Director  
Michael A. Strozyk  
351 NW North Street  
Chehalis, WA 98532

(2) WSDOT: Washington State Department of Transportation  
Attn: Program Administrator, Real Estate Services  
P.O. Box 47338

Olympia, WA 98504-7338

(3) COPY TO: WSDOT, Facilities Office  
P.O. Box 47328  
Olympia, WA 98504-7328

C. Either Party may, from time to time, by notice in writing served upon the other Party as required elsewhere herein, designate an additional and/or a different mailing address or an additional and/or different person to whom notices of default are to thereafter to be addressed.

**33. EXHIBITS.**

Exhibit A – Hopkins Hill Legal Description  
Exhibit B – Hopkins Hill Technical Data Sheets  
Exhibit C – Dog Mountain Legal Description  
Exhibit D – Dog Mountain Technical Data Sheets  
Exhibit E – Bennett Road Legal Description  
Exhibit F – Bennett Road Technical Data Sheets  
Exhibit G – Lewis County Court House Legal Description  
Exhibit H – Lewis County Court House Technical Data Sheets  
Exhibit I – WSDOT Radio Standards

<p><b>COUNTY</b></p> <p>Date: <u>9 October 2012</u></p> <p>By: <u>F. Lukare</u></p>	<p><b>WASHINGTON STATE DEPARTMENT OF TRANSPORTATION</b></p> <p>Date: <u>9/27/12</u></p> <p>By: <u>Cynthia Tremblay</u> Cynthia Tremblay, Property Management Program Manager</p> <p>Date: <del>_____</del></p> <p>By: <del>_____</del></p>
<p><b>APPROVED AS TO FORM</b></p> <p>By: <u>[Signature]</u></p>	<p><b>APPROVED AS TO FORM</b></p> <p>By: <u>[Signature]</u> Assistant Attorney General</p>

STATE OF WASHINGTON )

SS:

COUNTY OF LEWIS )

On this 9 day of October 2012, before me personally appeared, F. Lee Gross to me known to be the Commissioner and Chairman of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

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



Karri L. Muir

Notary Public in and for the state of Washington,  
residing at Chehalis, WA  
My commission expires July 22, 2014.

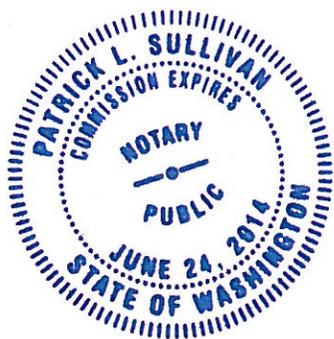
STATE OF WASHINGTON )

SS:

COUNTY OF THURSTON )

I, the undersigned, a Notary Public in and for the state of Washington, do hereby certify that on this 27<sup>th</sup> day of SEPTEMBER, 2012, before me personally appeared Cynthia Tremblay, Property Management Program Manager, for the state of Washington Department of Transportation, and that she executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said state of Washington, for the uses and purposes therein set forth, and on oath states that she is authorized to execute said instrument.

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



A handwritten signature in blue ink, appearing to read "Patrick L. Sullivan", written over a horizontal line.

Notary Public in and for the state of Washington,  
residing at OLYMPIA WA  
My commission expires 6/24/14.

**EXHIBIT A – HOPKINS HILL LEGAL DESCRIPTION**

Commencing at a point North  $73^{\circ}02'$ , West 1237.84 feet from the Southeast corner of Section 31, Township 13 North, Range 4 East, W.M.;  
thence West 100 feet;  
thence North 100 feet;  
thence East 100 feet;  
thence South 100 feet to the point of beginning.

ICN: 4-21-00118, 4-21-00449  
4-25-06806, AND 4-21-09611  
FCR #:4221RG, RB AND SI

**EXHIBIT B – HOPKINS HILL TECHNICAL DATA SHEETS**

INSERT HERE

#1

# TECHNICAL DATA SHEET FOR WSDOT COMM SITE

**Name of Site:**

Hopkins Hill

**Name of tenant:**

WSDOT

**Address of tenant:** 7345 Linderson Way SW

City: Tumwater

State: WA Zip: 98504-7359

Phone: 360-705-7028

E-mail: mcdowet@wsdot.wa.gov

**Name and Address of document preparer** (if different from tenant):

Name:

Street:

City:

State: Zip: -

Phone: - -

E-Mail:

**Chief Engineer or Service Company:**

Tim McDowell

**Address:**

Street: P.O. Box 47359

City: Olympia

State: WA Zip: 98504-7359

Phone: 360-705-7028

E-Mail: mcdowet@wsdot.wa.gov

**Emergency Phone Contact:** 360-705-7001

**Required Technical Data:**

- a. FCC Call Sign / number: WPWW284
- b. Date of License issue: 5/1/2003      Date of Expiration: 1/28/2013
- c. Class of Service: YF
- d. Emission Designation: 20K0F3E
- f. Equipment Manufacturer: EF Johnson
- g. Equipment Model Number: 8000
- h. Transmit Frequency: 868.1125 MHz
- i. Receive Frequency: 823.1125 MHz
- j. Total AC Power Consumption @ Transmit: 550Watts
- k. Approximate Duty Cycle @ Transmit: 100%

**Control Methods:**  Wire-line/Fiber; Microwave ( Licensed,  Unlicensed);  
 Radio Link;  Stand-alone Repeater, Other

**Note: A separate Technical Data Form is required for each RF emitter on site.**

**Additional Equipment:**(i.e. Isolators, IM Panels, Cavities, Routers, UPS, Batteries etc.):

Combiner w/ isolators 1

Receiver Multicoupler

**Approximate power consumption of Additional Equipment:** 50      Watts

#1 (continued)

### Antenna Data:

Omni-Directional Model #: DB Spectra DS7A06F36U-6N  
Physical Dimensions: 7.6' x 3"

Gain: 6dB

Directional Model #:  
 Dish  Panel  Beam  Other

Gain: dB

Physical Dimensions:

Polarity:  Vertical,  Horizontal,  Other

Azimuth deg, Beam-width deg, Tilt deg

If point to point: Path length miles

Coordinate site name:

Location on tower (attach diagram if necessary):

NW Leg

Height to base of antenna or center of dish above ground level: 120ft.

Feed-line, waveguide or cables used: 7/8" Andrew Heliax

**Note: Please submit a radio system diagram including all components in system (radios, feedline, antennas, power supplies etc.)**

### Building Requirements in Existing Sites

(Note WSDOT Facilities Dept will require more detailed information)

Building space required (ft): 6L 3W 7H

If using WSDOT supplied rack space, how many rack units? : RU

Is generator back-up needed?  Yes  No

### New Construction

(Note WSDOT Facilities Dept will require more detailed information)

Tower Type:  Self-Supporting,  Guyed,  Monopole,  Wooden Pole

Tower Manufacturer:

Tower Model #:

Tower Height: ft.

Building Type:  Pre-fabricated,  Site built,  Container

Building Manufacturer/Model#:

Dimensions (ft): L W H

Power Requirements:

Generator type (if planned):  Propane,  Diesel,  Gasoline,  TEG,

Solar,  Hydrogen Cell, Other

**TECHNICAL DATA SHEET FOR WSDOT COMM SITE****Name of Site:**

Hopkins Hill

**Name of tenant:**

WSDOT

**Address of tenant:** 7345 Linderson Way SW

City: Tumwater

State: WA Zip: 98504-7359

Phone: 360-705-7028

E-mail: mcdowet@wsdot.wa.gov

**Name and Address of document preparer** (if different from tenant):

Name:

Street:

City:

State: Zip: -

Phone: - -

E-Mail:

**Chief Engineer or Service Company:**

Tim McDowell

**Address:**

Street: P.O. Box 47359

City: Olympia

State: WA Zip: 98504-7359

Phone: 360-705-7028

E-Mail: mcdowet@wsdot.wa.gov

**Emergency Phone Contact:** 360-705-7001**Required Technical Data:**

- a. FCC Call Sign / number: WPWW284
- b. Date of License issue: 5/1/2003 Date of Expiration: 1/28/2013
- c. Class of Service: YF
- d. Emission Designation: 20K0F3E
- f. Equipment Manufacturer: EF Johnson
- g. Equipment Model Number: 8000
- h. Transmit Frequency: 867.250 MHz
- i. Receive Frequency: 822.25 MHz
- j. Total AC Power Consumption @ Transmit: 550Watts
- k. Approximate Duty Cycle @ Transmit: 10%

**Control Methods:**  Wire-line/Fiber; Microwave ( Licensed,  Unlicensed);  
 Radio Link;  Stand-alone Repeater, Other

**Note: A separate Technical Data Form is required for each RF emitter on site.**

**Additional Equipment:** (i.e. Isolators, IM Panels, Cavities, Routers, UPS, Batteries etc.):

**Approximate power consumption of Additional Equipment:**

Watts

#3

# TECHNICAL DATA SHEET FOR WSDOT COMM SITE

**Name of Site:**

Hopkins Hill

**Name of tenant:**

WSDOT

**Address of tenant:**7345 Linderson Way SW

City: Tumwater

State:WA Zip:98504-7359

Phone: 360-705-7028

E-mail:mcdowet@wsdot.wa.gov

**Name and Address of document preparer** (if different from tenant):

Name:

Street:

City:

State: Zip: -

Phone: - -

E-Mail:

**Chief Engineer or Service Company:**

Tim McDowell

**Address:**

Street:P.O. Box 47359

City:Olympia

State:WA Zip:98504-7359

Phone:360-705-7028

E-Mail:mcdowet@wsdot.wa.gov

**Emergency Phone Contact:**360-705-7001

**Required Technical Data:**

- a. FCC Call Sign / number:WPWW284
- b. Date of License issue: 5/1/2003      Date of Expiration: 1/28/2013
- c. Class of Service: YF
- d. Emission Designation: 20K0F3E
- f. Equipment Manufacturer: EF Johnson
- g. Equipment Model Number: 8000
- h. Transmit Frequency: 867.9875 MHz
- i. Receive Frequency: 822.9875 MHz
- j. Total AC Power Consumption @ Transmit: 550Watts
- k. Approximate Duty Cycle @ Transmit: 10%

**Control Methods:** Wire-line/Fiber; Microwave ( Licensed, Unlicensed);  
 Radio Link;  Stand-alone Repeater, Other

**Note:** A separate Technical Data Form is required for each RF emitter on site.

**Additional Equipment:**(i.e. Isolators, IM Panels, Cavities, Routers, UPS, Batteries etc.):

**Approximate power consumption of Additional Equipment:** Watts

#4

# TECHNICAL DATA SHEET FOR WSDOT COMM SITE

**Name of Site:**

Hopkins Hill

**Name of tenant:**

WSDOT

**Address of tenant:**7345 Linderson Way SW

City: Tumwater

State:WA Zip:98504-7359

Phone: 360-705-7028

E-mail:mcdowet@wsdot.wa.gov

**Name and Address of document preparer** (if different from tenant):

Name:

Street:

City:

State: Zip: -

Phone: - -

E-Mail:

**Chief Engineer or Service Company:**

Tim McDowell

**Address:**

Street:P.O. Box 47359

City:Olympia

State:WA Zip:98504-7359

Phone:360-705-7028

E-Mail:mcdowet@wsdot.wa.gov

**Emergency Phone Contact:**360-705-7001

**Required Technical Data:**

- a. FCC Call Sign / number:WQNG834
- b. Date of License issue: 9/13/2011 Date of Expiration: 2/2/2021
- c. Class of Service: MW
- d. Emission Designation: 40MOD7W
- f. Equipment Manufacturer: Alcatel
- g. Equipment Model Number: 9511MXC
- h. Transmit Frequency: 10735 MHz
- i. Receive Frequency: 11225 MHz
- j. Total AC Power Consumption @ Transmit: 150Watts
- k. Approximate Duty Cycle @ Transmit: 100%

**Control Methods:** Wire-line/Fiber; Microwave ( Licensed, Unlicensed);  
 Radio Link;  Stand-alone Repeater, Other

**Note:** A separate Technical Data Form is required for each RF emitter on site.

**Additional Equipment:**(i.e. Isolators, IM Panels, Cavities, Routers, UPS, Batteries etc.):

Cortex 48 V Battery Plant N+1

Consumption based on 100% Load

**EXHIBIT B - HOPKINS HILL TECHNICAL  
DATA SHEETS  
PAGE 5 OF 11**

**Approximate power consumption of Additional Equipment:**6425 Watts

#4 (continued)

### Antenna Data:

Omni-Directional Model #:

Physical Dimensions:

Gain: dB

Directional Model #: Andrew VHLP4

Dish  Panel  Beam  Other

Gain: 40dB

Physical Dimensions:

Polarity:  Vertical,  Horizontal,  Other

Azimuth 277deg, Beam-width 1deg, Tilt -1.17deg

If point to point: Path length 26miles

Coordinate site name: Chehalis

Location on tower (attach diagram if necessary):

S

Leg

Height to base of antenna or center of dish above ground level: 85ft.

Feed-line, waveguide or cables used: LMR-400

**Note: Please submit a radio system diagram including all components in system** (radios, feedline, antennas, power supplies etc.)

### Building Requirements in Existing Sites

(Note WSDOT Facilities Dept will require more detailed information)

Building space required (ft): L W H

If using WSDOT supplied rack space, how many rack units? : RU

Is generator back-up needed?  Yes  No

### New Construction

(Note WSDOT Facilities Dept will require more detailed information)

Tower Type:  Self-Supporting,  Guyed,  Monopole,  Wooden Pole

Tower Manufacturer:

Tower Model #:

Tower Height: ft.

Building Type:  Pre-fabricated,  Site built,  Container

Building Manufacturer/Model#:

Dimensions (ft): L W H

Power Requirements:

Generator type (if planned):  Propane,  Diesel,  Gasoline,  TEG,

Solar,  Hydrogen Cell, Other

#5

## TECHNICAL DATA SHEET FOR WSDOT COMM SITE

**Name of Site:**

Hopkins Hill

**Name of tenant:**

WSDOT

**Address of tenant:** 7345 Linderson Way SW

City: Tumwater

State: WA Zip: 98504-7359

Phone: 360-705-7028

E-mail: mcdowet@wsdot.wa.gov

**Name and Address of document preparer** (if different from tenant):

Name:

Street:

City:

State: Zip: -

Phone: - -

E-Mail:

**Chief Engineer or Service Company:**

Tim McDowell

**Address:**

Street: P.O. Box 47359

City: Olympia

State: WA Zip: 98504-7359

Phone: 360-705-7028

E-Mail: mcdowet@wsdot.wa.gov

**Emergency Phone Contact:** 360-705-7001

**Required Technical Data:**

- a. FCC Call Sign / number: WQNG834
- b. Date of License issue: 9/13/2011 Date of Expiration: 2/2/2021
- c. Class of Service: MW
- d. Emission Designation: 40MOD7W
- f. Equipment Manufacturer: Alcatel
- g. Equipment Model Number: 9511MXC
- h. Transmit Frequency: 10775 MHz
- i. Receive Frequency: 11265 MHz
- j. Total AC Power Consumption @ Transmit: 150Watts
- k. Approximate Duty Cycle @ Transmit: 100%

**Control Methods:**  Wire-line/Fiber; Microwave ( Licensed,  Unlicensed);  
 Radio Link;  Stand-alone Repeater, Other

**Note:** A separate Technical Data Form is required for each RF emitter on site.

**Additional Equipment:** (i.e. Isolators, IM Panels, Cavities, Routers, UPS, Batteries etc.):

EtherWan switch

Telco Mux

**Approximate power consumption of Additional Equipment:** 100 Watts

**Antenna Data:**

Omni-Directional Model #:

Physical Dimensions:

Gain: dB

Directional Model #: Andrew VHLP4

Dish  Panel  Beam  Other

Gain: 40dB

Physical Dimensions:

Polarity:  Vertical,  Horizontal,  Other

Azimuth 115deg, Beam-width 1deg, Tilt -0deg

If point to point: Path length 10miles

Coordinate site name: Dog Mt.

Location on tower (attach diagram if necessary):

NE Leg

Height to base of antenna or center of dish above ground level: 105ft.

Feed-line, waveguide or cables used: LMR-400

**Note: Please submit a radio system diagram including all components in system** (radios, feedline, antennas, power supplies etc.)

**Building Requirements in Existing Sites**

(Note WSDOT Facilities Dept will require more detailed information)

Building space required (ft): L W H

If using WSDOT supplied rack space, how many rack units? : RU

Is generator back-up needed?  Yes  No

**New Construction**

(Note WSDOT Facilities Dept will require more detailed information)

Tower Type:  Self-Supporting,  Guyed,  Monopole,  Wooden Pole

Tower Manufacturer:

Tower Model #:

Tower Height: ft.

Building Type:  Pre-fabricated,  Site built,  Container

Building Manufacturer/Model#:

Dimensions (ft): L W H

Power Requirements:

Generator type (if planned):  Propane,  Diesel,  Gasoline,  TEG,  
 Solar,  Hydrogen Cell, Other

#6

# TECHNICAL DATA SHEET FOR WSDOT COMM SITE

**Name of Site:**

Hopkins Hill

**Name of tenant:**

WSDOT

**Address of tenant:** 7345 Linderson Way SW

City: Tumwater

State: WA Zip: 98504-7359

Phone: 360-705-7028

E-mail: mcdowet@wsdot.wa.gov

**Name and Address of document preparer** (if different from tenant):

Name:

Street:

City:

State: Zip: -

Phone: - -

E-Mail:

**Chief Engineer or Service Company:**

Tim McDowell

**Address:**

Street: P.O. Box 47359

City: Olympia

State: WA Zip: 98504-7359

Phone: 360-705-7028

E-Mail: mcdowet@wsdot.wa.gov

**Emergency Phone Contact:** 360-705-7001

**Required Technical Data:**

- a. FCC Call Sign / number: WPTZ781
- b. Date of License issue: 11/15/2008 Date of Expiration: 5/14/2017
- c. Class of Service: SL
- d. Emission Designation: 20K0F1D
- f. Equipment Manufacturer: IPMobileNet
- g. Equipment Model Number: IP Series64-D25
- h. Transmit Frequency: 769 MHz
- i. Receive Frequency: 799 MHz
- j. Total AC Power Consumption @ Transmit: 360Watts
- k. Approximate Duty Cycle @ Transmit: 25%

**Control Methods:**  Wire-line/Fiber; Microwave ( Licensed,  Unlicensed);  
 Radio Link;  Stand-alone Repeater, Other

**Note: A separate Technical Data Form is required for each RF emitter on site.**

**Additional Equipment:** (i.e. Isolators, IM Panels, Cavities, Routers, UPS, Batteries etc.):

Combiner w/isolation

Receiver Multicoupler

EXHIBIT B - HOPKINS HILL TECHNICAL  
DATA SHEETS  
PAGE 9 OF 11

**Approximate power consumption of Additional Equipment:** 50 Watts

#6 (continued)

### **Antenna Data:**

Omni-Directional Model #: DB Spectra DS7A06F36U-6N  
Physical Dimensions: 7.6' x 3"

Gain: 6dB

Directional Model #:  
 Dish  Panel  Beam  Other

Gain: dB

Physical Dimensions:

Polarity:  Vertical,  Horizontal,  Other

Azimuth deg, Beam-width deg, Tilt deg

If point to point: Path length miles

Coordinate site name:

Location on tower (attach diagram if necessary):

NE Leg

Height to base of antenna or center of dish above ground level: 90ft.

Feed-line, waveguide or cables used: 7/8"

**Note: Please submit a radio system diagram including all components in system (radios, feedline, antennas, power supplies etc.)**

### **Building Requirements in Existing Sites**

(Note WSDOT Facilities Dept will require more detailed information)

Building space required (ft): L W H

If using WSDOT supplied rack space, how many rack units? : RU

Is generator back-up needed?  Yes  No

### **New Construction**

(Note WSDOT Facilities Dept will require more detailed information)

Tower Type:  Self-Supporting,  Guyed,  Monopole,  Wooden Pole

Tower Manufacturer:

Tower Model #:

Tower Height: ft.

Building Type:  Pre-fabricated,  Site built,  Container

Building Manufacturer/Model#:

Dimensions (ft): L W H

Power Requirements:

Generator type (if planned):  Propane,  Diesel,  Gasoline,  TEG,

Solar,  Hydrogen Cell, Other

#6 (continued)

**Additional RF Transmitters - 1**

**Required Technical Data:**

- a. FCC Call Sign / number:
- b. Date of License issue: / / Date of Expiration: / /
- c. Class of Service:
- d. Emission Designation:
- f. Equipment Manufacturer:
- g. Equipment Model Number:
- h. Transmit Frequency: MHz
- i. Receive Frequency: MHz
- j. Total AC Power Consumption @ Transmit: Watts
- k. Approximate Duty Cycle @ Transmit: %

**Control Methods:**  Wire-line/Fiber; Microwave ( Licensed,  Unlicensed);  
 Radio Link;  Stand-alone Repeater, Other

**Note: A separate Technical Data Form is required for each RF emitter on site.**

**Additional Equipment:**(i.e. Isolators, IM Panels, Cavities, Routers, UPS, Batteries etc.):

**Approximate power consumption of Additional Equipment:** Watts

**Antenna Data:**

**Omni-Directional Model #:** DBSpectra DS7A06F36U-6N  
Physical Dimensions: 7.6' x 3"

Gain: 6dB

**Directional Model #:**  
 Dish  Panel  Beam  Other

Gain: dB

**Physical Dimensions:**

Polarity:  Vertical,  Horizontal,  Other

Azimuth deg, Beam-width deg, Tilt deg

If point to point: Path length miles

Coordinate site name:

Location on tower (attach diagram if necessary):

S Leg

Height to base of antenna or center of dish above ground level: 62ft.

Feed-line, waveguide or cables used:

**Note: Please submit a radio system diagram including all components in system** (radios, feedline, antennas, power supplies etc.)

**EXHIBIT C – DOG MOUNTAIN LEGAL DESCRIPTION**

All that portion of the South Half of the Northeast Quarter and the North Half of the Southeast Quarter of Section 26, Township 12 North, Range 5 East, of the W.M., situate in Lewis County, Washington described as follows:

Beginning at the Northwest corner of said Section 26, thence South 37°37'00" East, 4,386.73 feet;

thence North 100 feet;

thence East 50 feet to the True Point of Beginning;

thence North 50 feet;

thence East 50 feet;

thence South 50 feet;

thence West 50 feet to the True Point of Beginning.

Together with easement rights as conveyed to the State of Washington as described in easements recorded under Lewis County Auditor's recording numbers 809877 and 809878

**EXHIBIT D – DOG MOUNTAIN TECHNICAL DATA SHEETS**

INSERT HERE

**TECHNICAL DATA SHEET FOR WSDOT COMM SITE**

**Name of Site:**

Dog Mountain

**Name of tenant:**

Lewis, County of

**Address of tenant:**351 NW North St.

City: Chehalis

State:WA Zip:98532-

Phone: 360-740-1292 E-mail:scott.mattoon@lewiscountywa.go

**Name and Address of document preparer** (if different from tenant):

Name:

Street:

City:

State: Zip: -

Phone: - - E-Mail:

**Chief Engineer or Service Company:**

Scott Mattoon

**Address:**

Street:542 Center St

City:Chehalis

State:WA Zip:98532-

Phone:360-740-1292 E-Mail:

**Emergency Phone Contact:**360-520-391

**Required Technical Data:**

- a. FCC Call Sign / number:WPOL676
- b. Date of License issue: 10/14/2009 Date of Expiration: 12/30/2019
- c. Class of Service: MW
- d. Emission Designation: 2M50D7W
- f. Equipment Manufacturer: Alcatel
- g. Equipment Model Number: 8000 MDR
- h. Transmit Frequency: 6603.75 MHz
- i. Receive Frequency: 6763 MHz
- j. Total AC Power Consumption @ Transmit: 550Watts
- k. Approximate Duty Cycle @ Transmit: 100%

**Control Methods:** Wire-line/Fiber; Microwave ( Licensed, Unlicensed);  
 Radio Link;  Stand-alone Repeater, Other

**Note: A separate Technical Data Form is required for each RF emitter on site.**

**Additional Equipment:**(i.e. Isolators, IM Panels, Cavities, Routers, UPS, Batteries etc.):

-48V power supply with 90 AH batteries

**Approximate power consumption of Additional Equipment:** 2000 Watts

### **Antenna Data:**

Omni-Directional Model #:

Physical Dimensions:

Gain: dB

Directional Model #: RFS PAD8-65AC1S

Dish  Panel  Beam  Other

Gain: 42dB

Physical Dimensions: 8FT

Polarity:  Vertical,  Horizontal,  Other

Azimuth 275.7deg, Beam-width 3deg, Tilt 0deg

If point to point: Path length 48miles

Coordinate site name: DOG MOUNTAIN

Location on tower (attach diagram if necessary):

MID LEVEL ON WEST FACE OF TOWER

Height to base of antenna or center of dish above ground level: 17ft.

Feed-line, waveguide or cables used: E65 WAVEGUIDE

**Note: Please submit a radio system diagram including all components in system** (radios, feedline, antennas, power supplies etc.)

### **Building Requirements in Existing Sites**

(Note WSDOT Facilities Dept will require more detailed information)

Building space required (ft): 2L 3W 7H

If using WSDOT supplied rack space, how many rack units? : RU

Is generator back-up needed?  Yes  No

### **New Construction**

(Note WSDOT Facilities Dept will require more detailed information)

Tower Type:  Self-Supporting,  Guyed,  Monopole,  Wooden Pole

Tower Manufacturer:

Tower Model #:

Tower Height: ft.

Building Type:  Pre-fabricated,  Site built,  Container

Building Manufacturer/Model#:

Dimensions (ft): L W H

Power Requirements:

Generator type (if planned):  Propane,  Diesel,  Gasoline,  TEG,

Solar,  Hydrogen Cell, Other

## Additional RF Transmitters - 1

### Required Technical Data:

- a. FCC Call Sign / number: WNCB989
- b. Date of License issue: 12/15/2004 Date of Expiration: 3/6/2015
- c. Class of Service: FB
- d. Emission Designation: 11K0F3E
- f. Equipment Manufacturer: MOTOROLA
- g. Equipment Model Number: MTR2000
- h. Transmit Frequency: 154 MHz
- i. Receive Frequency: 154 MHz
- j. Total AC Power Consumption @ Transmit: 150Watts
- k. Approximate Duty Cycle @ Transmit: 40%

**Control Methods:**  Wire-line/Fiber; Microwave ( Licensed,  Unlicensed);  
 Radio Link;  Stand-alone Repeater, Other

**Note: A separate Technical Data Form is required for each RF emitter on site.**

**Additional Equipment:** (i.e. Isolators, IM Panels, Cavities, Routers, UPS, Batteries etc.):  
ANTENNA COMBINER/PRESELECTOR

**Approximate power consumption of Additional Equipment:** 15 Watts

### Antenna Data:

Omni-Directional Model #: DECIBEL PRODUCTS DB222  
Physical Dimensions: 12FT DUAL BAY DIPOLE

Gain: 3dB

Directional Model #:  
 Dish  Panel  Beam  Other

Gain: dB

Physical Dimensions:

Polarity:  Vertical,  Horizontal,  Other

Azimuth deg, Beam-width deg, Tilt deg

If point to point: Path length miles

Coordinate site name:

Location on tower (attach diagram if necessary):

TOP NW CORNER OF TOWER

Height to base of antenna or center of dish above ground level: 30ft.

Feed-line, waveguide or cables used: ANDREWS LDF 4

**Note: Please submit a radio system diagram including all components in system** (radios, feedline, antennas, power supplies etc.)

EXHIBIT D DOG MOUNTAIN FCR 4221RB page 3 of 6
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**TECHNICAL DATA SHEET FOR WSDOT COMM SITE**

**Name of Site:**

Dog Mountain

**Name of tenant:**

Lewis, County of

**Address of tenant:**351 NW North St.

City: Chehalis

State:WA Zip:98532-

Phone: 360-740-1292

E-mail:scott.mattoon@lewiscountywa.go

**Name and Address of document preparer** (if different from tenant):

Name:

Street:

City:

State: Zip: -

Phone: - -

E-Mail:

**Chief Engineer or Service Company:**

Scott Mattoon

**Address:**

Street:542 Center St

City:Chehalis

State:WA Zip:98532-

Phone:360-740-1292

E-Mail:

**Emergency Phone Contact:**360-520-391

**Required Technical Data:**

a. FCC Call Sign / number:NA

b. Date of License issue: / / Date of Expiration: / /

c. Class of Service:

d. Emission Designation: 2M50D7W

f. Equipment Manufacturer: PROXIM LYNX

g. Equipment Model Number: SC 2

h. Transmit Frequency: 5735 MHz

i. Receive Frequency: 5800 MHz

j. Total AC Power Consumption @ Transmit: 100Watts

k. Approximate Duty Cycle @ Transmit: 100%

**Control Methods:** Wire-line/Fiber; Microwave ( Licensed, Unlicensed);

Radio Link;  Stand-alone Repeater, Other

**Note: A separate Technical Data Form is required for each RF emitter on site.**

**Additional Equipment:**(i.e. Isolators, IM Panels, Cavities, Routers, UPS, Batteries etc.):

-48V power supply with 90 AH batteries

ADTRAN CHANNEL BANK

**Approximate power consumption of Additional Equipment:** 100 Watts

### **Antenna Data:**

- Omni-Directional Model #:  
Physical Dimensions: Gain: dB
- Directional Model #: ANDREWS PF-4-52NXA  
 Dish  Panel  Beam  Other Gain: 34dB  
Physical Dimensions: 4FT  
Polarity:  Vertical,  Horizontal,  Other  
Azimuth 81deg, Beam-width 6deg, Tilt -1deg  
If point to point: Path length 18miles  
Coordinate site name: DOG MOUNTAIN  
Location on tower (attach diagram if necessary):  
MID LEVEL ON EAST FACE OF TOWER  
Height to base of antenna or center of dish above ground level: 17ft.  
Feed-line, waveguide or cables used: LDF 5

**Note: Please submit a radio system diagram including all components in system** (radios, feedline, antennas, power supplies etc.)

### **Building Requirements in Existing Sites**

(Note WSDOT Facilities Dept will require more detailed information)

Building space required (ft): 2L 3W 7H  
If using WSDOT supplied rack space, how many rack units? : RU  
Is generator back-up needed?  Yes  No

### **New Construction**

(Note WSDOT Facilities Dept will require more detailed information)

Tower Type:  Self-Supporting,  Guyed,  Monopole,  Wooden Pole  
Tower Manufacturer:  
Tower Model #: Tower Height: ft.  
Building Type:  Pre-fabricated,  Site built,  Container  
Building Manufacturer/Model#:  
Dimensions (ft): L W H  
Power Requirements:  
Generator type (if planned):  Propane,  Diesel,  Gasoline,  TEG,  
 Solar,  Hydrogen Cell, Other





Additional Information: We will only need to mount our 960 microwave antenna on your tower. We can use our own tower on Dog Mountain for our VHF antenna.

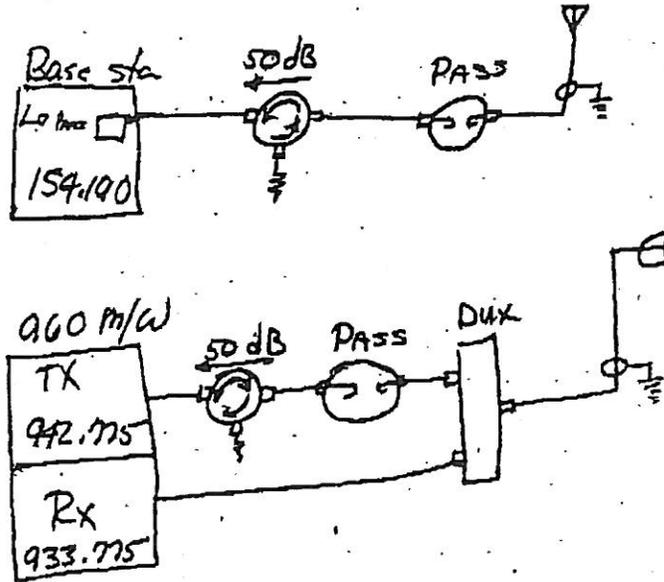


EXHIBIT D

Dog Mountain FCR# 4221RB  
4-21-00449

1. Name: Lewis County Communications  
 Phone: 360-740-1464

Address: 360 NW North St., MS:ASD03  
 City/Zip: Chehalis, WA 98532-1900

2. Name and Address of document preparer (if not owner):  
 Name: Larry Davis  
 Phone: 360-740-1292

Address: 476 W. Main St.  
 City/Zip: Chehalis WA 98532-1900

3. Required Technical Data

- a. FCC License number/Call sign .....  
 (Attach Engineering Portion of FCC App.)
- b. Date FCC license issued.....
- c. Equipment manufacturer.....
- d. Model Number.....
- e. Class of service (FCC symbol).....
- f. Type of emission (FCC symbol).....
- g. AC power drain during transmit (watts).....
- h. Transmit output power (watts).....
- i. CTCSS control tone (Hz).....
- j. Receiver I.F. frequencies: 1.....  
 2.....
- k. Receive frequency (MHz).....
- l. Receive crystal frequency (MHz) Crystal.....
- m. Transmit frequencies (MHz) Crystal.....  
 Mult 1.....  
 Mult 2.....  
 Mult 3.....  
 Mult 4.....  
 Output.....

WNCB989	
1-13-95	
Ericsson	
Master III	
FB	
20KOF3E	
200	
50	
123	
21.4 MHz	For Multi-Frequency Stations Only
154.190	
Synthesized	
Synthesized	
154.190	

- 4. Control methods:  Wireline;  RA Repeater;  RT Repeater;  Microwave;  Other.
- 5. Antenna type:  Omnidirectional;  Directional;  Polarization;  Gain;  db;  
 Physical size and location on tower leg (attach diagram if necessary) (N/A not applicable); Number of additional antennas for this transmitter/receiver unit (N/A) (attach diagram); Height to top of antenna from ground level (N/A) ft.; Height to center of dish from ground level (N/A) ft.; Elevation above sea level (N/A) ft.; Dish diameter (N/A) ft.; Beam path width (N/A) ft.; Beam path length (N/A) ft.; Azimuth (N/A) deg.; Tilt (N/A) Name of place beam goes to (N/A.) **WE WILL USE OUR TOWER FOR THE VHF ANTENNA**
- 6. Tower type:  Pole - Guyed,  Self Supporting; Height (N/A) ft.  
 Metal Tower - Guyed,  Self Supporting; Height (N/A) ft.  
 Ground elevation above sea level at the base of the tower 2720 ft.
- 7. Building space required for transmitter: Width 2 ft., Height 7 ft., Depth 2 ft.  
 Building space required for cavities, batteries, etc.: Width 0 ft, Height 0 ft., Depth 0 ft.  
 Attach a Radio System Diagram indicating duplexer cavities, filters, isolators, etc.
- 8. Latitude and Longitude: Lat.: 46-29-15; Long.: 122-08-36. Location Name: Dog Mountain

EXHIBIT D

Dog Mountain FCR# 4221RB  
 4-21-00449

9. Chief Engineer or Service Company: Larry Davis, Lewis County Radio Technician

Address: 476 W. Main St, Chehalis, WA 98532

Phone 360-740-1292

Phone (in case of emergency) 360-740-1464

EXHIBIT D

Dog Mountain FCR# 4221RB  
4-21-00449

**EXHIBIT E – BENNETT ROAD LEGAL DESCRIPTION**

A 30 foot by 50 foot parcel located in the Southwesterly portion of the following described tract of land situated in Lewis County, Washington:

Beginning at the point of intersection of the West line of Government Lot 4, Section 14, Township 12 North, Range 8 East, W.M., with the Southerly right of way line of Primary State Highway No. 5, Cora Bridge and Approaches; (said point being 75 feet Southerly, when measured at right angles, from the center line of said highway);

thence South along the West line of said Government Lot 4 300 feet;

thence North 72°37' East 300 feet;

thence North parallel with the West line of said Government Lot 4 300 feet to the point of intersection with the Southerly right of way line of said Primary State Highway No. 5;

thence Westerly along said Southerly right of way line to the point of beginning.

ICN: 4-21-00118, 4-21-00449  
4-25-06806, AND 4-21-09611  
FCR #:4221RG, RB AND SI

**EXHIBIT F – BENNETT ROAD TECHNICAL DATA SHEETS**

INSERT HERE

EXHIBIT F

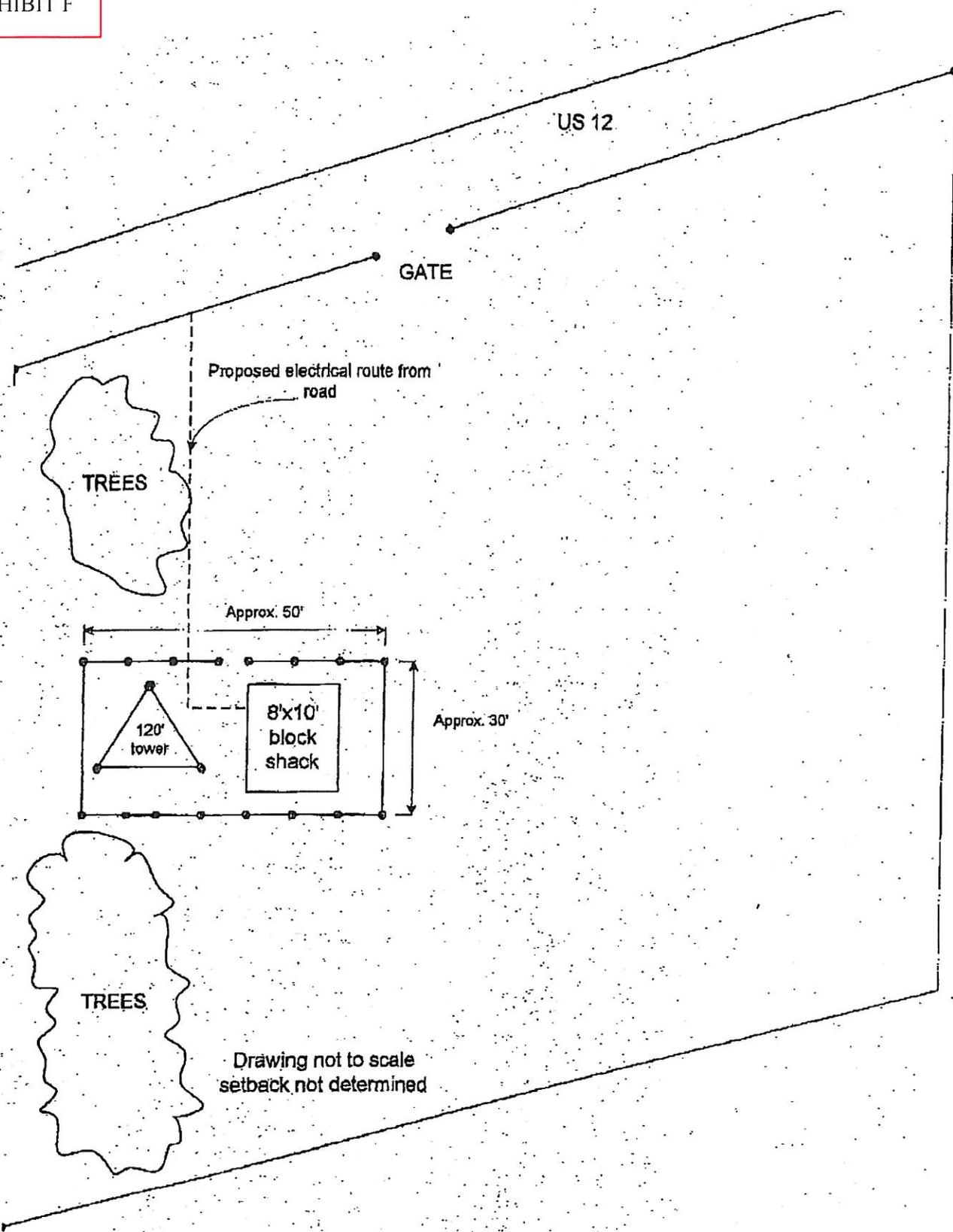


EXHIBIT F

Bennett Rd FCR# 4221SI  
4-21-00118

EXHIBIT F

Approximate side view of  
Bennett Rd. radio site  
minus terrain features

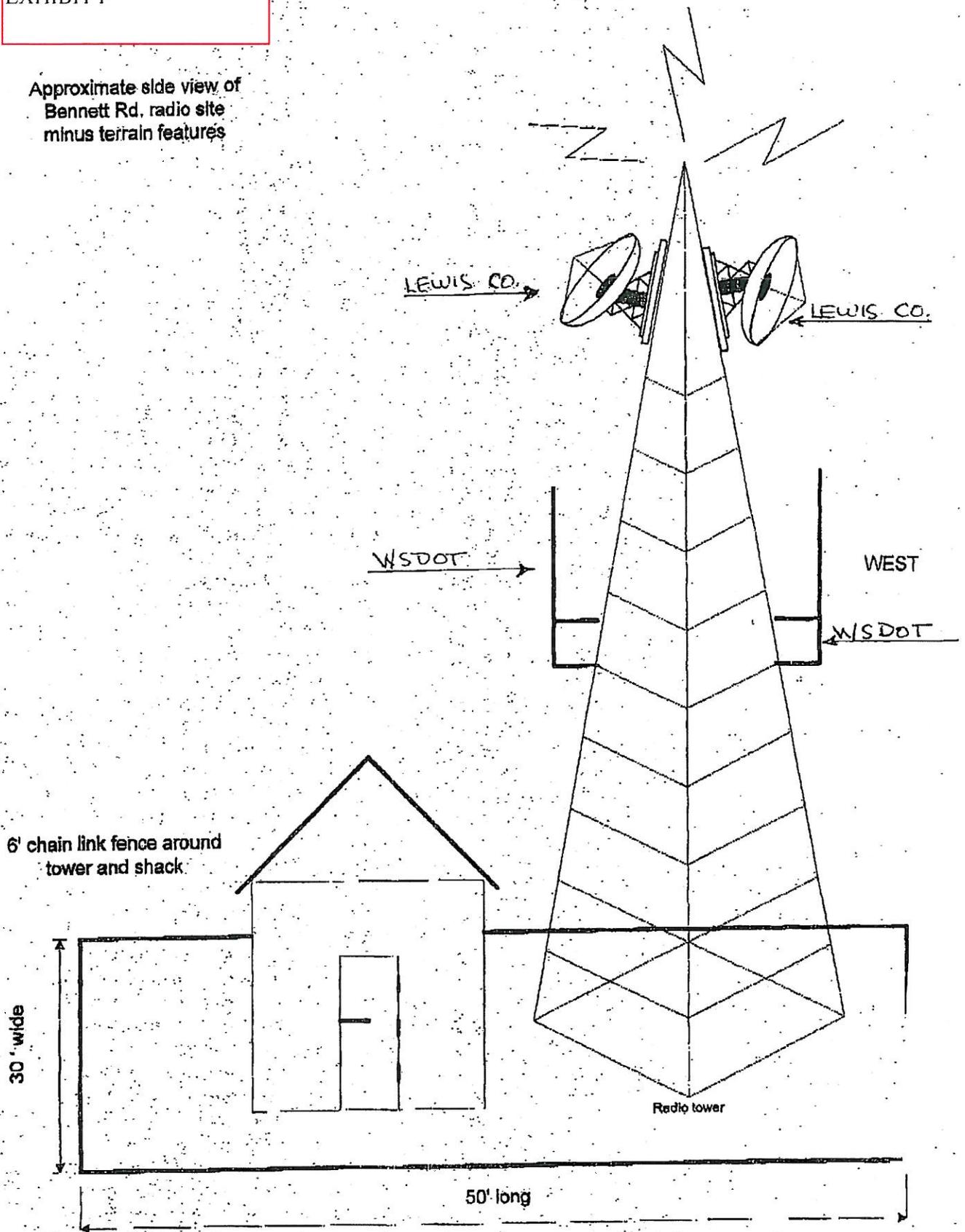


EXHIBIT G  
Bennett Rd FCR# 4221SI  
4-21-00118

**EXHIBIT G – LEWIS COUNTY COURT HOUSE LEGAL**  
**DESCRIPTION**

351 NE North St. Chehalis, WA

Lewis County Tax Parcel Number 003767000000

Section 32, Township 14 North, Range 2 West, Block 18, Barrett's  
Addition

ICN: 4-21-00118, 4-21-00449  
4-25-06806, AND 4-21-09611  
FCR #:4221RG, RB AND SI

**EXHIBIT H – LEWIS COUNTY COURT TECHNICAL DATA  
SHEETS**

INSERT HERE

# TECHNICAL DATA SHEET FOR WSDOT COMM SITE

**Name of Site:**

Lewis County Courthouse

**Name of tenant:**

WSDOT

**Address of tenant:** 7345 Linderson Way SW

City: Tumwater

State: WA Zip: 98504-7359

Phone: 360-705-7028

E-mail: mcdowet@wsdot.wa.gov

**Name and Address of document preparer** (if different from tenant):

Name:

Street:

City:

State: Zip: -

Phone: - -

E-Mail:

**Chief Engineer or Service Company:**

Tim McDowell

**Address:**

Street:

City:

State: Zip: -

Phone: - -

E-Mail:

**Emergency Phone Contact:** 360-705-7001

**Required Technical Data:**

- a. FCC Call Sign / number: WQOW734
- b. Date of License issue: 2/17/2012    Date of Expiration: 2/27/2022
- c. Class of Service: MW
- d. Emission Designation: 30MOD7W
- f. Equipment Manufacturer: Alcatel
- g. Equipment Model Number: 9511 MXC
- h. Transmit Frequency: 11445 MHz
- i. Receive Frequency: 10955 MHz
- j. Total AC Power Consumption @ Transmit: 550Watts
- k. Approximate Duty Cycle @ Transmit: 100%

**Control Methods:**  Wire-line/Fiber; Microwave ( Licensed,  Unlicensed);  
 Radio Link;  Stand-alone Repeater, Other

**Note: A separate Technical Data Form is required for each RF emitter on site.**

**Additional Equipment:**(i.e. Isolators, IM Panels, Cavities, Routers, UPS, Batteries etc.):  
-48V power supply with 90 AH batteries

Inverter

Switch

Encoders/Decoders

**Approximate power consumption of Additional Equipment:** 2000 Watts

### **Antenna Data:**

Omni-Directional Model #:

Physical Dimensions:

Gain: dB

Directional Model #: Andrew VHLP-2

Dish  Panel  Beam  Other

Gain: 34dB

Physical Dimensions:

Polarity:  Vertical,  Horizontal,  Other

Azimuth 140deg, Beam-width 3deg, Tilt 0deg

If point to point: Path length 4miles

Coordinate site name: Chehalis

Location on tower (attach diagram if necessary):

Tripod on roof

Height to base of antenna or center of dish above ground level: 60ft.

Feed-line, waveguide or cables used: LMR-400

**Note: Please submit a radio system diagram including all components in system** (radios, feedline, antennas, power supplies etc.)

### **Building Requirements in Existing Sites**

(Note WSDOT Facilities Dept will require more detailed information)

Building space required (ft): 2L 3W 7H

If using WSDOT supplied rack space, how many rack units? : RU

Is generator back-up needed?  Yes  No

### **New Construction**

(Note WSDOT Facilities Dept will require more detailed information)

Tower Type:  Self-Supporting,  Guyed,  Monopole,  Wooden Pole

Tower Manufacturer:

Tower Model #:

Tower Height: ft.

Building Type:  Pre-fabricated,  Site built,  Container

Building Manufacturer/Model#:

Dimensions (ft): L W H

Power Requirements:

Generator type (if planned):  Propane,  Diesel,  Gasoline,  TEG,

Solar,  Hydrogen Cell, Other.

EXHIBIT H

Bennett Rd FCR# 4221  
4-21-09611

**Additional RF Transmitters - 1**

**Required Technical Data:**

- a. FCC Call Sign / number:
- b. Date of License issue: / / Date of Expiration: / /
- c. Class of Service:
- d. Emission Designation: ODFM QAM64
- f. Equipment Manufacturer: Solectek
- g. Equipment Model Number: AS4900
- h. Transmit Frequency: 4950 MHz
- i. Receive Frequency: 4950 MHz
- j. Total AC Power Consumption @ Transmit: 15Watts
- k. Approximate Duty Cycle @ Transmit: 100%

**Control Methods:**  Wire-line/Fiber; Microwave ( Licensed,  Unlicensed);  
 Radio Link;  Stand-alone Repeater, Other

**Note: A separate Technical Data Form is required for each RF emitter on site.**

**Additional Equipment:**(i.e. Isolators, IM Panels, Cavities, Routers, UPS, Batteries etc.):

**Approximate power consumption of Additional Equipment:** Watts

**Antenna Data:**

Omni-Directional Model #:  
Physical Dimensions:

Gain: dB

Directional Model #: Solectek MIMO  
 Dish  Panel  Beam  Other

Gain: 20dB

Physical Dimensions:30"x6"

Polarity:  Vertical,  Horizontal,  Other

Azimuth 305deg, Beam-width 60deg, Tilt -1deg

If point to point: Path length miles

Coordinate site name:Airport

Location on tower (attach diagram if necessary):

Guyed tower @ 15 feet

Height to base of antenna or center of dish above ground level: 75ft.

Feed-line, waveguide or cables used: CAT-5E, AndrewSFX500

**Note: Please submit a radio system diagram including all components in system (radios, feedline, antennas, power supplies etc.)**

EXHIBIT H

Bennett Rd FCR# 4221  
4-21-09611

## EXHIBIT I – 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 owners 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, ie., 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.