

**RADIO SITE SUBLEASE AND ACCESS AGREEMENT
BETWEEN
KITTCOM (Kittitas County 9-1-1)
AND
KING COUNTY
FOR THE PUGET SOUND EMERGENCY RADIO NETWORK ("PSERN")**

THIS RADIO SITE SUBLEASE AND ACCESS AGREEMENT ("Sublease") is made by and between KITTCOM (Kittitas County 9-1-1), a Washington interlocal nonprofit corporation, whose business address is 700 Elmview Road, Ellensburg, WA 98926, hereinafter referred to as "**Sublessor,**" and King County, a political subdivision of the State of Washington, having offices for the transaction of business at 500 Fourth Avenue, Suite 830, Seattle, Washington 98104, hereinafter referred to as "**Sublessee.**" Sublessor and Sublessee may jointly be referred to herein as the "**Parties**" or individually, a "**Party.**" The "**Effective Date**" of this Sublease shall be the last date signed by an authorized Party representative.

WHEREAS, Sublessor is the owner of certain communication facilities on and has lawful control over a portion of real property located at 2856 FS Road 4100-126 , Easton, in the County of Kittitas, State of Washington; and

WHEREAS, Sublessee desires to sublease from Sublessor the portion of Sublessor's property identified above to construct, operate and maintain a communication facility and associated equipment and improvements, as well as obtain the right from Sublessor to access said property in accordance with the terms contained herein. Sublessee understands that Sublessor is not responsible for access limitation that is beyond their control; and

WHEREAS, King County is funding, procuring sites for such communication facilities, and along with other municipalities in King County will establish the Puget Sound Emergency Radio Network (the "**PSERN System**") to eventually provide service in King County as authorized by Proposition 1 and King County Ordinances 17993, 18074 and 18075.

NOW THEREFORE, for and in consideration of the mutual promises set forth hereinafter and as provided for in the above-referenced recitals, which are made a part of this Sublease, the Parties do hereby agree:

1. PREMISES.

(a) Pursuant to that certain Communications Use Lease fully executed on November 5th, 1998 ("**Prime Lease**"), a copy of which is attached hereto as **Exhibit E**, Sublessor (formerly known as Consolidated Communications Agency for Kittitas County) leases a portion of the real property described in the attached **Exhibit A** ("**Property**") from the United States of America, acting through the Forest Service, Department of Agriculture ("**USFS**"), for the installation and operation of its communication facilities, including but not limited to a concrete block building ("**Shelter**"), a 140' free-standing tower ("**Tower**"), and a back-up power generator and two (2) underground propane fuel storage tanks (collectively, the "**Generator**"). Sublessor's leased area, Tower, Shelter and Generator are collectively referred to herein as the "**Site.**"

(b) Sublessor hereby subleases to Sublessee identified space within the Shelter and identified space on the Tower for Sublessee's exclusive use for the installation of Sublessee's Communication Facilities (defined in Section 4 below), along with non-exclusive easements for access on, under and across the Site, and coaxial cables and an ice bridge extending from the Shelter to the Tower and all as generally described (collectively, the "**Premises**").

(c) The Parties acknowledge and agree that for all purposes and in all respects, this Sublease is subject and subordinate to the terms, covenants and conditions of the Prime Lease and that in the event of a conflict between the Prime Lease and this Sublease, the Prime Lease shall control. The Parties agree to strictly comply with all terms, covenants, and conditions of the Prime Lease that are applicable to their use and occupancy of the Premises and the Site. In the event that any terms, covenants or conditions of the Prime Lease are amended or modified during the term of this Sublease, Sublessor shall promptly provide Sublessee written notice thereof, including providing Sublessee a copy of any written documentation supporting such amendment or modification. In addition, Sublessor shall promptly notify Sublessee in writing of all notices of default received or given by Sublessor under the Prime Lease, and of any revocation, termination or suspension of the Prime Lease by Sublessor or USFS.

(d) In addition to the Premises, Sublessor hereby grants Sublessee temporary access to additional space on the Site for staging purposes during Sublessee's construction activities, in location(s) to be agreed upon by the Parties.

(e) In the event Sublessee desires to modify the Communication Facilities in a manner that requires additional space and such space is feasible for Sublessee's use and does not diminish or hinder Sublessor's use, Sublessor agrees to sublease to Sublessee the additional space ("**Additional Premises**") upon the same terms and conditions herein.

(f) Sublessor hereby permits and Sublessee agrees to construct, at Sublessee's sole cost and expense and as partial consideration for this Sublease, two (2) additional underground 1,000 gallon propane fuel storage tanks, and corresponding underground gas lines from the new tanks to the Shelter, on the Site (collectively "**New Tanks**"), in the location set forth in **Exhibit C**, in order to support Sublessee's use of the Generator during the term of this Sublease. Upon completion of construction of the New Tanks, Sublessor shall take ownership thereof by way of a Bill of Sale substantially in the form attached hereto as **Exhibit G**, whereby Sublessor shall assume ownership of the New Tanks "as is, where is" with no representations or warranties other than those provided by the manufacturer(s), if any. Once Sublessor takes ownership of the New Tanks, Sublessor shall be solely responsible for all operations, maintenance, repair and replacement work and expenses for such New Tanks, and for compliance with all applicable laws and regulations regarding the use and operation of such New Tanks. From and after the date Sublessor takes ownership of the New Tanks, all references in this Sublease to the "**Generator**" shall include the New Tanks. In the event that this Sublease is terminated prior to the date Sublessee commences construction of the New Tanks, all of Sublessee's obligations set forth in this Section shall be deemed null and void, and Sublessee shall have no obligation to construct the New Tanks for Sublessor.

2. TERM.

(a) Subject to Sublessor, its successors or assigns retaining lawful control over its leased area on which the Site is located, the initial term of this Sublease shall be for a period of twenty-five (25) years, commencing on the date Sublessee commences construction of its Communication Facilities on the Premises or the first anniversary of the Effective Date, whichever first occurs ("**Commencement Date**"), and terminating on the last day of the month in which the twenty-fifth anniversary of the Commencement Date shall occur ("**Initial Term**"). Subject to Sublessor, its successors or assigns retaining lawful control over the leased area on which the Site is located, Sublessee shall have the right to extend the term of this Sublease for an additional three (3) periods of five (5) years each (each an "**Extension Term**") subject to the following terms and conditions:

i. That at the time of the exercise of such right, as well as at the time of the beginning of the Extension Term, Sublessee shall not be in default in the observance or performance of any of the material terms, covenants or conditions of this Sublease with respect to a matter as to which

written notice of default has been given and which has not been remedied within the applicable cure period set forth in this Sublease.

ii. That such Extension Term shall be upon the same terms, covenants and conditions as in this Sublease except for any mutually agreed changes.

iii. Each Extension Term shall be exercised automatically as long as Sublessee does not deliver to Sublessor a written notice of termination at least sixty (60) days prior to the end of the Initial Term or the end of the applicable Extension Term.

(b) The Parties agree that they shall acknowledge in writing the Commencement Date as follows: Sublessee shall notify Sublessor in writing of the date it commences construction of the Communication Facilities on the Premises and within ten (10) business days of receipt thereof, Sublessor's authorized representative shall acknowledge such date in writing as the Commencement Date and return such signed written instrument to Sublessee.

(c) The Parties acknowledge that the Prime Lease expires on December 31, 2028, and that if Sublessor desires a new Prime Lease from the USFS for its leased space on which the Site is located, Sublessor must give the USFS at least one (1) year written notice prior to the expiration date. Sublessor shall give Sublessee at least one (1) year written notice of its intention not to request a new Prime Lease from the USFS for Sublessor's continued use of the leased space on which the Site is located; provided that if the Prime Lease is terminated for any other reason, then Sublessor shall give Sublessee as much prior notice of such effective termination date as possible. Notwithstanding anything in this Sublease to the contrary, this Sublease shall be coterminous with the termination of Sublessor's, or its successor's and assign's, lawful control over its leased area on which the Site is located.

(d) If Sublessee remains in possession of the Premises after any termination of this Sublease, such possession by Sublessee shall be deemed to be a month-to-month tenancy terminable on twenty (20) days' written notice given at any time by either Party. All provisions of this Sublease, except those pertaining to term, shall apply to the month-to-month tenancy.

3. CONSIDERATION. Sublessee's obligation to pay rent under this Sublease shall commence on the Commencement Date. The Parties agree to use the pricing schedule and escalations as set forth by the Washington State Department of Natural Resources, Communications Sites on Washington State Trust Lands, Lease Rent Schedule July 2017 through June 2018, dated April 2017, which is attached hereto as **Exhibit F**. Based on the drawings attached as **Exhibit CB** of this Sublease, initial annual rent shall be as follows:

Description	Unit	Extended
floor space x 3	\$ 456.00	\$ 1,368.00
radio unit x 2	\$ 1,433.00	\$ 2,866.00
6 foot dish	\$ 2,011.00	\$ 2,011.00
8 foot dish	\$ 2,676.00	\$ 2,676.00
lightning rod	\$ 845.00	\$ 845.00
	Initial Annual Rent	\$ 9,766.00

The initial annual rent of Nine Thousand Seven Hundred Sixty-Six and No/100 Dollars (\$9,766.00) ("**Rent**") shall be due and payable on or before Commencement Date and each anniversary of the Commencement Date during the term of this Sublease; provided that the initial Rent payment shall not be deemed past due or delinquent as long as it is delivered to Sublessor within forty-five (45) days after the date Sublessee receives

Sublessor's written acknowledgement confirming the Commencement Date. Rent for any partial year shall be prorated and if Rent is ever overpaid it shall be either refunded or applied to future payments at Sublessee's discretion. Rent shall be delivered to Sublessor at the address set forth in Section 12 hereinafter or through electronic funds transfer to an account designated by the Sublessor at the Sublessor's option.

4. USE.

(a) The Premises shall be used for the purpose of the construction, installation, operation, maintenance, repair, replacement, upgrade, update, addition, modification, and removal of the communication facility, and associated equipment and improvements, generally described on **Exhibit C** (collectively, the "**Communication Facilities**") for the PSERN System as it is presently designed or may hereinafter be modified or changed ("**Permitted Use**"); without materially increasing the footprint, structural loading, and/or power consumption. Sublessee has the right to obtain a title report or commitment for a sublease-hold title policy from a title insurance company of its choice and to have the Site surveyed by a surveyor of its choice. Sublessee may also perform and obtain, at Sublessee's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Site, necessary to determine if Sublessee's use of the Premises will be compatible with Sublessee's engineering specifications, system, design, operations or Government Approvals.

(b) Prior to performing any installation or construction work within the Premises, Sublessee shall secure all necessary federal, state and local licenses, permits, and approvals for the Permitted Use (collectively referred to hereinafter as "**Government Approvals**") at its sole expense. Sublessor hereby authorizes Sublessee to make and sign as Sublessor's agent any and all applications and/or submissions necessary to obtain all Government Approvals from all applicable governmental and/or regulatory entities required for the Permitted Use of the Communication Facilities within the Premises. Sublessor agrees to reasonably assist Sublessee with such applications and with obtaining and maintaining the Government Approvals.

5. ACCESS.

(a) As part of the consideration for this Sublease, Sublessor hereby grants Sublessee nonexclusive easements on, over, under and across the Property and Site for ingress, egress and for Sublessee's cables, coax, conduit, ice bridge and other associated equipment and improvements, between the public right of way and/or existing utility services located on or adjacent to the Property, the Site and the Premises, adequate to construct, install, operate, maintain, repair, replace, upgrade, update, and remove the Communication Facilities, and to service the Premises at all times during the term of this Sublease. The easements provided hereunder shall have the same term as this Sublease plus an additional forty-five (45) days, which additional term shall be solely for the purpose of removing the Communication Facilities as described in Section 20 below.

(b) Sublessee shall have the right to access the Premises, seven (7) days a week, twenty-four hours (24) hours a day, on foot, motor vehicle, including trucks, or by air over or along the access easement generally depicted in **Exhibit C**.

(c) Sublessee shall have the right to construct improvements to secure the Communication Facilities and to control access thereto. Sublessor shall not allow the placement, construction, or installation of any equipment or materials in those areas of the Premises used exclusively by Sublessee without Sublessee's prior written consent, which consent may be withheld at Sublessee's sole discretion.

6. UTILITIES.

(a) Sublessee shall pay Sublessor Four Thousand Nine Hundred Ninety-Two and No/100 Dollars (\$4,992.00) per year ("**Utility Fee**"), together with the Rent, for Sublessee's use of Sublessor's existing electrical services that will be provided to the Premises, including but not limited to use of

Sublessor's Generator (collectively, "**Utility Services**"). Sublessee's obligation to pay Sublessor the Utility Fee under this Sublease shall commence on the Commencement Date; provided that the initial Utility Fee shall not be deemed past due or delinquent as long as it is delivered to Sublessor within forty-five (45) days after the date Sublessee receives Sublessor's written acknowledgement confirming the Commencement Date. Thereafter, the Utility Fee shall be paid to Sublessor on or before each anniversary of the Commencement Date during the term of this Sublease. The Utility Fee for any partial lease year shall be prorated and if the Utility Fee is ever overpaid it shall be either refunded or applied to future payments at Sublessee's discretion. The Utility Fee shall be delivered to Sublessor at the address set forth in Section 12 hereinafter or through electronic funds transfer to an account designated by the Sublessor at the Sublessor's option. As part of the consideration for this Sublease, Sublessor hereby grants Sublessee the non-exclusive right to use the existing identified allocation electricity and back-up power Generator at the Site to power the Communication Facilities at all times during the term of this Sublease. Sublessor agrees when practical to give Sublessee advance telephonic and/or e-mail notice, in accordance with Section 12(b), of any known planned interruptions of said Utility Services.

(b) The market for energy costs can be volatile and sudden price fluctuations may occur as a result. To ensure equity in utility costs for each Party, the Utility Fee is subject to review and modification by both Parties so that adjustments may be made as necessary. Modifications must be in writing.

7. MAINTENANCE, REPAIR AND ABATEMENT.

(a) Sublessee shall maintain those areas of the Premises used exclusively by Sublessee and the Communication Facilities in good repair and tenantable condition during the term of this Sublease. Except as expressly set forth in this Sublease, Sublessor shall not maintain, repair or otherwise touch or interfere with Sublessee's Communication Facilities without Sublessee's prior consent; provided that, in the event of an emergency posing an imminent threat of bodily injury or property damage, Sublessor may take action necessary to abate the threat and shall give Sublessee notice of such actions taken as soon as is reasonably possible thereafter. Sublessee shall not maintain, repair or otherwise touch or interfere with Sublessor's communication facilities without Sublessor's prior consent; provided that, in the event of an emergency posing an imminent threat of bodily injury or property damage, Sublessee may take action necessary to abate the threat and shall give Sublessor notice of such actions taken as soon as is reasonably possible thereafter

(b) Sublessor shall maintain the Site (except for those areas of the Premises used exclusively by Sublessee), including access to the Premises, in good repair and tenantable condition during the term of this Sublease. The Sublessor agrees to maintain its Tower at all times during the term of this Sublease in such a manner so that the Tower meets the Class III Structural Classification defined in ANSI/TIA-222-G, or at the then-current standards for use by emergency, rescue or disaster operations. Except where barred by annual climatic events (e.g., snow.)

8. ASSIGNMENT/SUBLEASE.

(a) Upon Sublessor's written consent, which shall not be unreasonably withheld, delayed or conditioned, Sublessee may assign this Sublease, in part or in whole, including its right to renew, to any person or business entity that assumes Sublessee's leasehold interest.

(b) Sublessor acknowledges that Sublessee and other municipalities participating in the PSERN System intend to establish a new governmental non-profit entity that will eventually own and operate the PSERN System. Notwithstanding anything in this Sublease to the contrary, Sublessee may assign its interest in this Sublease, without the Sublessor's consent, to that governmental non-profit entity that will be responsible for the operation, maintenance, management, updating and upgrade or replacement of the PSERN System as authorized by law. .

(c) Should Sublessor sell, lease, transfer, or otherwise convey all or any part of the Site that is the subject of this Sublease to any transferee other than Sublessee, such transfer shall be subject to this Sublease.

(d) In the event of an assignment, the assignee shall assume all liability of the assignor and the assignor will be relieved of all future performance, liabilities and obligations under this Sublease to the extent of such assignment.

9. DISASTER. In the event the Premises is destroyed or damaged by fire, earthquake or other casualty so as to render the Premises unfit for use as provided for herein, Sublessee may terminate this Sublease. If the Sublessee believes it is feasible to relocate the Communication Facilities to a different location on the Site, in collaboration with others at Site, the Parties agree that permission for Premises relocation will not be unreasonably withheld. Sublessor may provide an interim site, subject to availability, for Sublessee to locate temporary, mobile Communication Facilities and equipment as necessary to continue service during repair or relocation of the Premises or Communication Facilities. A survey will be prepared for the relocated Premises (including access and utility easements) and the survey will replace Exhibit C attached hereto.

10. HAZARDOUS SUBSTANCES.

(a) Sublessor represents and warrants to Sublessee that Sublessor is not aware of any Hazardous Substances located on the Site in soil, groundwater, or other environmental media, in violation of applicable laws. Sublessee and Sublessor agree that they will not place, dispose of or store any Hazardous Substance on the Premises or the Site in violation of applicable laws. The Parties acknowledge that, consistent with this Section, Sublessee may be installing on the Premises backup power devices such as batteries and generators with petroleum or propane fuel.

(b) Sublessee shall indemnify, defend and hold harmless Sublessor with respect to any and all claims, demands, suits, causes of action, judgments, damages, costs, attorney fees, government orders, penalties, or other requirements (hereafter "**Claims**") arising from the release of any Hazardous Substances on the Premises caused by Sublessee, its employees or agents, except to the extent that a Claim is caused by the Sublessor, its employees or agents, another tenant, its employees or agents, or a third party.

(c) Sublessor shall indemnify, defend and hold harmless Sublessee with respect to any and all Claims arising from the presence or release of any Hazardous Substances on the Property, except to the extent that a Claim is caused by Sublessee, its employees or agents.

(d) For purposes of this Sublease, "**Hazardous Substances**" shall mean any substance subject to regulation under the Washington Hazardous Waste Management Act (Ch. 70.105 RCW) and implementing regulations, any "hazardous substance" under the Washington Model Toxics Control Act (Ch. 70.105D RCW) and implementing regulations, and any "hazardous substance" or "hazardous waste" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USC §§ 9602 et seq.) and implementing regulations, as these laws are amended from time to time; underground storage tanks, whether empty, filled or partially filled with any substance; asbestos; urea formaldehyde foam insulation; PCBs; and any other substance, waste, material or chemical deemed or defined as hazardous, toxic, a pollutant, contaminant, dangerous or potentially dangerous, noxious, flammable, explosive, or radioactive, the removal of which is required or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or shipment of which is restricted, prohibited, regulated or penalized by any federal, state, county, municipal or other local governmental statute, regulation, ordinance or resolution as these laws are amended from time to time.

11. ALTERATIONS. Sublessee shall not make any alterations, additions or improvements to the Premises or its Communication Facilities that increase the size and/or structural loading of its Premises, increase Sublessee's consumption of Utility Services or increases the number of channels used by Sublessee without obtaining Sublessor's prior written approval, which consent shall not be unreasonably withheld, delayed or conditioned; provided that such consent may be conditioned on an increase in the Rent and/or Utility Fee due hereunder. All other alterations, additions or improvements to the Premises and the Communication Facilities are permitted without Sublessor's consent, so long as they comply with all applicable laws, and so long as they do not cause interference with the current use of the Site by Sublessor or another of Sublessor's tenants. When Sublessor's prior written approval is required, pre-approval and scheduling for such alterations, additions and improvements should be made by Sublessee with adequate time for Sublessor to properly process, exception made for alterations necessary to mitigate emergent situations, to which Sublessee will notify Sublessor as soon as possible for consent.

12. NOTICES AND MANAGEMENT.

(a) Wherever in this Sublease written notices are to be given or made, they will be sent by certified mail, return receipt requested to the address listed below unless a different address shall be designated in writing and delivered to the other Party.

Sublessor: KITTCOM (Kittitas County 9-1-1)
Attn: Director
700 Elmview Rd
Ellensburg, WA 98926

Sublessee: King County Facilities Management Division
Real Estate Services
Attention: Leasing Supervisor
Re: Stampede Pass PSERN Sublease
500 Fourth Avenue, Suite 830
Seattle, WA 98104

With a copy to: King County Facilities Management Division
Director's Office
Attention: Gail Houser
RE: Stampede Pass PSERN Sublease
500 Fourth Avenue, Suite 800
Seattle, WA 98104

With a copy to: King County
Emergency Radio Communications Division - KCIT
Attention: Adrian Englet
RE: Stampede Pass PSERN Sublease
401 Fifth Avenue, Suite 600
Seattle, WA 98104

(b) Wherever in this Sublease telephonic and/or e-mail notices are to be given or made for operations purposes, they will be sent to the telephone and e-mail addresses listed below, unless a different telephone and/or e-mail address shall be designated in writing and delivered to the other Party.

Sublessee: E-Mail: Hai.Phung@kingcounty.gov; or
Sean.Douglas@kingcounty.gov

Phone - Day: King County Radio Communication Services (206) 263-8111
Phone - Night: King County Sheriff's Communication Center (206) 296-3311

Sublessor: E-Mail: kittcom@kittcom.org; and
johnson@kittcom.org

Phone 24x7: KITTCOM Dispatch Center (509) 925-8534

(c) Each Party shall appoint a manager to have responsibility for activities carried out under this Sublease and to resolve any disputes that may arise between the Parties under Section 21.

13. WASTE AND NUISANCE PROHIBITED. During the term of this Sublease, Sublessee shall comply with all applicable laws affecting the Premises, the breach of which might result in any penalty on Sublessor or forfeiture of Sublessor's title to the Premises. Sublessee shall not commit, or suffer to be committed any waste on the Premises, or any nuisance.

14. MECHANIC'S LIENS. Sublessee agrees to pay when due all sums that may become due for any labor, services, materials, supplies, or equipment furnished at the instance of the Sublessee, in, upon or about the Premises and which may be secured by any mechanic's, materialman's or other lien against the Premises and/or Sublessor's interest therein, and will cause each such lien to be fully discharged and released at the time of any obligation secured by any such lien matures and/or becomes due. Provided that if the Sublessee in good faith disputes the claim of lien, the Sublessee may pursue such dispute in any lawful manner, provided that it bonds against such lien to the Sublessor's reasonable satisfaction. Sublessor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facilities or any portion thereof.

15. SIGNS. Sublessee may erect or install any exterior signs or symbols required by applicable laws without Sublessor's approval, which approval shall not be unreasonably withheld, delayed or conditioned. Any signs or symbols so placed on the Premises shall be removed by the Sublessee at the termination of this Sublease and the Sublessee shall repair any related damage or injury to the Premises. If not so removed by Sublessee, the Sublessor may have the same removed and repairs performed at Sublessee's expense.

16. CONDEMNATION. If the Premises or any part thereof, the loss of which impairs the utility of the Premises to a significant extent, are appropriated or taken for any public use by virtue of eminent domain or condemnation proceeding, or by conveyance in lieu thereof, or if by reason of law or by court decree, whether by consent or otherwise, the use of the Premises by Sublessee for any of the specific purposes herein before referred to shall be prohibited, Sublessee shall have the right to terminate this Sublease upon written notice to Sublessor. In the event of a partial taking, if Sublessee is entitled to, but does not elect to, terminate this Sublease, it shall continue in possession of that part of the Premises not so taken under the same terms and conditions hereof. If it is feasible to relocate the Communication Facilities to a different location on the Site without any impairment to the quality of service provided by the Communication Facilities, the Parties agree that the Premises will be relocated. If it is feasible to relocate the Communication Facilities to a different location on the Site and there is an impairment to the quality of service provided by the Communication Facilities, Sublessee may elect to either relocate the Premises to the different location or terminate this Sublease as provided in this Section 16. A survey will be prepared for the relocated Premises (including access and utility easements) at Sublessor's expense, and the survey will replace **Exhibit C** attached hereto. All compensation awarded or paid upon such a total or partial taking of the Site shall belong to and be the property of Sublessor, whether such compensation be awarded or paid as compensation for diminution in value of the subleasehold or to the leasehold. Provided, however, Sublessor shall not be entitled to any award made to Sublessee for depreciation to and cost of removal or relocation of structures or

equipment on the Premises provided that no award for such claims shall reduce the amount of any award made to Sublessor.

17. DEFAULT.

(a) If Sublessee should fail to remedy any default (1) in the payment of any sum due under this Sublease within twenty (20) days after receipt of written notice, or (2) in the keeping of any other term, covenant or condition herein with all reasonable dispatch, within a reasonable period of time no sooner than forty-five (45) days after receipt of written notice within which time frame said default has not been cured, then in any of such event(s), Sublessor shall have the right, at its option, in addition to, and not exclusive of, any other remedy Sublessor may have by operation of law, terminate this Sublease upon written notice to Sublessee.

(b) If Sublessor should fail to remedy any default in the keeping of any term, covenant or condition herein with all reasonable dispatch, within a reasonable period of time no sooner than forty-five (45) days after receipt of written notice within which time frame said default has not been cured, then in any of such event(s), Sublessee shall have the right, at its option, in addition to and not exclusive of any other remedy Sublessee may have by operation of law, to remedy Sublessor's failure to perform or terminate this Sublease upon written notice to Sublessor. In such event(s): 1) Sublessor shall be responsible for any reasonable actual direct costs incurred by Sublessee in remedying Sublessor's default, and/or 2) Sublessee shall only be responsible for utilities through the date of termination.

18. TERMINATION BY SUBLESSEE. Sublessee retains the right to terminate this Sublease for any reason whatsoever upon ninety (90) days written notice to Sublessor. Sublessee also retains the right to terminate this Sublease upon thirty (30) days written notice to Sublessor if (a) Sublessee determines that it cannot obtain the Government Approvals required to employ the Premises for the use described in this Sublease, or if any necessary approval is revoked or terminated, or (b) if Sublessee or Sublessee's vendor of the PSERN System determines that, for technical, design, interference, environmental, economic or title reasons, the Premises are not necessary or suitable for the operation of the PSERN System or the use described in this Sublease. In event of termination of this Sublease as provided for in this Section, Sublessee shall remove all personal property and repair any damage to the Site that Sublessee caused, at its sole expense, as provided for in Section 20. Rent will continue until removal of Sublessee's Communications Facilities are removed to Sublessors reasonable satisfaction.

19. LITIGATION COSTS/VENUE. If any legal action is instituted to enforce or construe this Sublease, or any part thereof, the prevailing party shall be entitled to recover reasonable attorney fees and expenses. Venue of any legal action brought hereunder shall be in Kittitas County, State of Washington.

20. REMOVAL OF PERSONAL PROPERTY BY SUBLESSEE.

(a) All portions of the Communication Facilities brought onto the Property by Sublessee will be and remain Sublessee's personal property during the term of this Sublease. During the term of this Sublease and upon termination, Sublessee shall have the right to remove some or all of its personal property, whether or not attached to the Premises, provided that such may be removed without serious damage to the Site. All damage to the Site caused by removal of Sublessee's personal property shall be promptly restored or repaired by Sublessee. All personal property not so removed within forty-five (45) days after the expiration or termination of this Sublease shall be deemed abandoned by Sublessee.

(b) Upon the expiration or early termination of this Sublease, Sublessee shall restore the Premises to the condition that existed prior to Sublessee's occupancy, reasonable wear and tear excepted, including removal of Sublessee's personal property/equipment, but excluding the replacement of trees or other landscaping that was removed during the construction process. This work shall be done at Sublessee's sole expense and to the reasonable satisfaction of Sublessor.

(c) Notwithstanding anything in this Sublease to the contrary, upon the expiration or earlier termination of this Sublease, Sublessee at its option may leave on the Site any service buildings, foundations, roads and underground utility cables and conduit installed by or at Sublessee's direction, in which case Sublessor shall assume ownership thereof without the need for any additional documentation, and such facilities will become part of Sublessor's Site.

21. DISPUTE RESOLUTION.

(a) In the event of a dispute between the Sublessor and Sublessee arising by reason of this Sublease, the dispute shall first be referred to managers designated by Sublessor and Sublessee to have oversight over the administration of this Sublease. The officers or managers shall meet within a reasonable time, not later than five (5) calendar days after either Party's request for a meeting, whichever request is first, and the Parties shall make a good faith effort to achieve a resolution of the dispute.

(b) If the Parties are unable to resolve the dispute under the procedure set forth in this Section, the Parties may agree to refer the matter to mediation. The Parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the Parties.

(c) If the Parties fail to achieve a resolution of the dispute through meeting or mediation within the cure periods provided for in Section 17, either Party may seek any and all remedies at law against the other Party for default or breach of this Sublease.

22. INSURANCE.

(a) Sublessee maintains a fully funded self-insurance program for the protection and handling of the Sublessee's liabilities including injuries to persons and damage to property.

(b) Sublessor acknowledges, agrees and understands that Sublessee is self-funded for all of its liability exposures. Sublessee agrees, at its own expense, to maintain, through its fully funded self-insurance program, coverage for all of its liability exposures for this Sublease. Sublessee agrees to provide Sublessor with at least thirty (30) days prior written notice of any material change in Sublessee's self-funded insurance program and will provide Sublessor with a letter of self-insurance as adequate proof of coverage. Sublessor further acknowledges, agrees and understands that Sublessee does not purchase commercial general liability insurance and is a self-insured governmental entity; therefore Sublessee does not have the ability to name Sublessor as an additional insured.

(c) If either Sublessee or Sublessor is not a governmental agency which maintains a fully funded self-insurance program in accordance with applicable law, such Party will maintain commercial general liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate, based on ISO Form CG 00 01 or equivalent, and will include the other Party as an additional insured with respect to claims arising out of or related to this Sublease.

(d) Sublessor shall carry "All Risk" property insurance in an amount equal to the full replacement value of its improvements on the Property or shall self-insure improvements and personal property on the Property.

(e) Sublessee shall maintain "All Risk" property insurance in an amount equal to the full replacement value of all its improvements and personal property located on the Premises or shall self-insure improvements and personal property on the Premises.

(f) Notwithstanding any language to the contrary contained in this Sublease, Sublessor and Sublessee agree that they shall not make a claim against or seek recovery from the other for any loss or damage to their property, or the property of others, resulting from fire or other hazards covered by fire insurance or required to be covered under this Sublease and each hereby releases the other from any such claim or liability regardless of the cause of such loss.

23. TAXES. Sublessor shall pay all real property taxes, assessments, or levies assessed against the Site, except the Communication Facilities owned by Sublessee. Sublessee shall pay all taxes, assessments or levies that shall be assessed on, or with respect to, the Communication Facilities on the Premises owned by Sublessee.

24. EXECUTION AND APPROVAL. The Parties warrant that the officers and individuals executing below have been duly authorized to act for and on behalf of the Party for purposes of executing this Sublease and Easements.

25. INDEMNITY AND HOLD HARMLESS.

(a) Sublessee agrees to indemnify and hold Sublessor harmless as provided herein to the maximum extent possible under law. Accordingly, Sublessee agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless Sublessor, its appointed and elected officials, and employees from and against liability for all Claims, including costs of defense thereof for injury to persons, death, or property damage which is caused by or arises out of Sublessee's exercise of rights and privileges granted by this Sublease, except to the extent of the Sublessor's negligence.

(b) Sublessor agrees to indemnify and hold Sublessee harmless as provided herein to the maximum extent possible under law. Accordingly, the Sublessor agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless Sublessee, its appointed and elected officials, and employees from and against liability for all Claims, including costs of defense thereof for injury to persons, death, or property damage which is caused by or arises out of Sublessor's exercise of rights and privileges granted by this Sublease, except to the extent of the Sublessee's negligence.

(c) Where such Claims result from the concurrent negligence of the Parties, the provisions provided in this Section shall be valid and enforceable only to the extent of each Party's negligence.

(d) Each of the Parties agrees that its obligations under this Section 25 extend to any Claim brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, 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.

(e) In the event that any of the Parties incurs any judgment, award, and/or cost arising therefrom, including attorney fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's negligence.

(f) The provisions of this Section 25 do not apply to Claims that are subject to Section 10.

26. INTERFERENCE.

[REMOVED]

27. NON-DISCRIMINATION. Sublessee and Sublessor, for themselves, their successors, and assigns as a part of the consideration hereof, do hereby covenant and agree to comply with all civil rights and anti-discrimination requirements of federal, state or local laws applicable to the Property, including, without limitation, Chapter 49.60 RCW.

28. MISCELLANEOUS.

(a) NON-WAIVER: No waiver by either Party of any of the terms of this Sublease shall be construed as a waiver of the same term or other rights of that Party in the future.

(b) ENTIRE AGREEMENT: This Sublease contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Sublease. No modification or amendment to this Sublease shall be valid until put in writing and signed by both Parties with the same formalities as this Sublease.

(c) HEADINGS: The section headings appearing in this Sublease have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

(d) COUNTERPARTS: This Sublease may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

(e) SEVERABILITY; INVALIDITY OF PROVISIONS: If any parts, terms or provisions of this Sublease are held by the courts to be illegal, invalid or unenforceable, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of this Sublease, the remainder of this Sublease being valid and enforced to the fullest extent permitted by law. If it should appear that any part, term or provision of this Sublease is in conflict with any applicable laws, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Sublease shall be deemed to modify to conform to such statutory provision.

(f) USE OF TERMS: Whenever the singular number is used in this Sublease and whenever required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporation, partnership, limited liability company, firm, association or other entity.

(g) SUCCESSORS AND ASSIGNS: This Sublease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the Parties, their respective successors, personal representatives and assigns.

(h) REPRESENTATIONS AND WARRANTIES: Sublessor represents, warrants and agrees that: (i) Sublessor solely owns the Shelter, Tower and Generator, and controls that portion of the Property on which the Site is located by lease or license, and has the full right, power and authority to grant this Sublease to Sublessee; (ii) the Site is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Sublessee's rights under this Sublease; (iii) as long as Sublessee is not in default beyond any applicable cure period, Sublessor grants to Sublessee sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; and (iv) Sublessor's execution and performance of this Sublease will not violate any laws, covenants or the provisions of any mortgage, lease or other agreement binding on Sublessor.

(i) MEMORANDUM OF SUBLEASE: Sublessor agrees to sign a short form Memorandum of Sublease that Sublessee may record at Sublessee's expense.

(j) GOVERNED BY LAWS OF STATE OF WASHINGTON: This Sublease shall be governed by the laws of the State of Washington.

(k) FAILURE TO INSIST UPON STRICT PERFORMANCE: The failure of either Party to insist upon strict performance of any of the terms or conditions of this Sublease shall not constitute a waiver thereof.

(l) EXHIBITS: This Sublease is subject to the terms and conditions of the following exhibits, which are attached hereto and by this reference made a part hereof:

EXHIBIT A	Description of Property & Site
EXHIBIT B	[BLANK}
EXHIBIT C	Communication Facilities
EXHIBIT D	[BLANK}
EXHIBIT E	Prime Lease
EXHIBIT F	Lease Rent Schedule
EXHIBIT G	Bill of Sale

[SIGNATURES ON FOLLOWING PAGES]

Sublessee:
KING COUNTY,
a political subdivision of the State of Washington

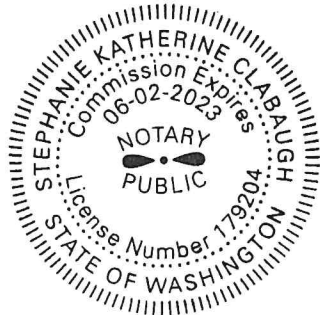
DATED: 8/21/19

By: _____
Name: Anthony O. Wright
Title: Director, Facilities Management Division

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 21st day of August, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Anthony O. Wright, Director, Facilities Management Division, for King County, to me known to be the individual that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said individual, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the seal of said County.

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



NOTARY PUBLIC in and for the State of Washington, residing at Seattle, WA.
My commission expires: 6/2/23
Stephanie Katherine Clabaugh
DATED: 8/21/19

Approved as to form:

Busch Law Firm PLLC