

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: 12/17/2020	PREPARED BY: Kevin Scott
Meeting Date Requested:	PRESENTED BY:
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed:	
SUBJECT: Co-location agreement with Inland Cellular for tower space near the Lyon's Ferry Marina, for the purpose of providing public Safety radio coverage at Palouse Falls.	
FISCAL IMPACT: \$13,032 annually (including tax). Increases 2.5% annually.	
BACKGROUND: In our quest to provide public safety radio coverage at "Palouse Falls", we've identified a tower site residing in Columbia County that, based on propagation studies, will provide the necessary distance, height, etc. needed to attain said coverage. All costs for this tower site will be paid from the "139 Emergency Communications" budget, and will be reimbursed through the normal quarterly billing process. Accompanying the agreement is a "Memorandum of Agreement" (MOA). This is basically a summation of the agreement that will be recorded in the Auditor's office. If there is ever a land sale, this MOA will be discovered in a title search alerting perspective buyers that there is an agreement in force.	
RECOMMENDATION: Recommend approval of attached resolution authorizing the chairman to sign the Starbuck Co-Location agreement and the "Memorandum of Agreement" with Inland Cellular, LLC for the purposes of providing radio coverage at Palouse Falls.	
COORDINATION: Kevin Scott, Liz Cupples, Jen Johnson	
ATTACHMENTS: Resolution Starbuck Co-Location Agreement Memorandum of Agreement	
HANDLING / ROUTING: Original: Commissioner's Office Copy: Information Services	

I certify the above information is accurate and complete.



_____, Name, Title

FRANKLIN COUNTY RESOLUTION_____

**BEFORE THE BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**

**AUTHORIZING APPROVAL OF STARBUCK CO-LOCATION AGREEMENT BETWEEN
“INLAND CELLULAR, LLC” AND FRANKLIN COUNTY, FOR INSTALLATION OF VHF
RADIO EQUIPMENT FOR THE PURPOSES OF PROVIDING RADIO COVERAGE AT
PALOUSE FALLS.**

WHEREAS, Franklin County desires to provide public safety radio coverage at Palouse Falls; and

WHEREAS, Inland Cellular, LLC owns a communication tower in the region that can provide such coverage; and

WHEREAS, the yearly cost of the agreement of \$13,032 will be paid from the 139 Emergency Communications budget; and

WHEREAS, Information Services will effect reimbursement through the regular quarterly billing process; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County.

NOW, THEREFORE, BE IT RESOLVED, the Franklin County Board of Commissioners hereby authorizes approval of the attached co-location agreement and Memorandum of Agreement between “Inland Cellular, LLC” and Franklin County and authorizes the Chairman to sign on behalf of the Board.

APPROVED this ____ day of _____, 20____

**BOARD OF COUNTY
COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**

Chair

Attest:

Chair Pro Tem

Clerk to the Board

Member

For Inland Office Use Only:

CELL SITE NAME: _____

COUNTY, STATE: _____

EFFECTIVE DATE: _____

INITIAL TERM EXPIRATION: _____

CO-LOCATION AGREEMENT

STARBUCK CELL SITE

This Tower Co-Location Agreement ("Agreement") is entered into by and between Inland Cellular LLC, a Washington limited liability company, and its assigns ("Owner"), whose address is 109 S. 1st Street, PO Box 688, Roslyn, Washington 98941, and Franklin County, a municipal corporation of the State of Washington ("User"), whose address is 1016 N 4th Ave., Pasco, WA 99301. The Owner and User are at times collectively referred to hereinafter as the "Parties" or individually referred to as the "Party." This Agreement shall be effective as of the last date this Agreement is signed by both Parties hereto below (the "Effective Date").

RECITALS

WHEREAS, pursuant to Prime Agreement (defined below) Owner leases a portion of the Land (defined below), on which Owner operates a communications facility and plans to construct a new tower.

WHEREAS, User desires to lease space on the new tower and space within the existing communications building from Owner, and Owner is willing to lease space on the new tower and space within Owner's communications building to User.

WHEREAS, Owner wishes to support local emergency services and agrees to offer below-market Rent to User.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby incorporate each of the foregoing recitals

into the terms of this Agreement by this reference and hereto agree as follows:

1. Premises.

(a) Owner represents and warrants that it currently leases a portion of a parcel of land ("Land") and owns and operates an existing telecommunications tower and will construct a new tower (the new tower to be referred to herein as the "Tower") to be located thereon and having a physical location and address of near Fletcher Road, Dayton, WA, Columbia County, Washington, with APN# 2012370043000 and commonly known as the Starbuck Cell Site, with Latitude-Longitude Coordinates of 46.552828, -118.191049. The Land is more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

(b) Subject to the terms and conditions herein, Owner hereby leases to User, and User hereby leases from Owner, space within the existing shelter and space on the Tower (collectively, the "Premises") and grants User the right to connect to the existing electrical power within the shelter. The Premises and right-of-way for access are substantially as described in Exhibit B-1 and Exhibit B-2 attached hereto. Notwithstanding the foregoing, Owner grants User the non-exclusive right to use the Land to access the Premises and to install, maintain, modify, remove and repair utilities serving the Premises and improvements thereon (collectively, the "Utilities"), such rights to be irrevocable during the Term (as defined below) of this Agreement.

(c) The Parties acknowledge that Owner does not own the Land, and Owner hereby discloses that it is subject to that certain Lease Agreement dated July 29, 2003, as amended by the First Amendment dated May 4, 2020, and as further amended by the Second Amendment dated July 13, 2020, (the "Prime Agreement" attached as Exhibit A-1 hereto and incorporated herein by this reference), by and between Owner and Owner's landlord ("Prime Landlord") pursuant to which the Owner is leasing, subleasing, using (by way of easement), or licensing the Land. Nothing in this Agreement shall require Owner to provide to User any greater access or other rights to the Land than Owner receives pursuant to the Prime Agreement. User shall do nothing, which will cause User to be in breach of the Prime Agreement.

2. Use.

Owner, for the Term set forth herein and subject to the terms and conditions of this Agreement, hereby grants to User a lease (referred to as the "Property Right") to use the Premises for: (i) the transmission, amplification and reception of communication signals pursuant to all rules and regulations of the Federal Communications Commission ("FCC"), and (ii) the construction, alteration, maintenance, operation, repair, modification, upgrade, enhancement and/or removal of antennas, communications equipment, Utilities and other improvements relating thereto (collectively, the "Facilities") (all as more fully set forth on **Exhibit B-1** (collocation application) and **Exhibit B-2** (tower elevation and site plan)) and Modifications (as defined herein), subject to activities related to any of the foregoing, provided such activities do not require an expansion of the Premises (collectively, "User's Permitted Use"). In no event shall User be permitted to make any Modifications or repairs to the Tower itself.

3. Term; Commencement.

The initial term of this Agreement ("Initial Term") shall be five (5) years, commencing on the Commencement Date (as hereafter defined), unless otherwise terminated as provided in this Agreement. The Initial Term shall commence on the earlier to occur of: (i) the date that Owner issues the notice to proceed ("NTP") for User's initial installation of the Facilities, which NTP shall not be unreasonably withheld, conditioned or delayed; or (ii) ninety (90) days from the Notice from Owner to User that the Tower construction is complete and the Premises are ready for User's installation (the "Commencement Date"). User shall have the right to extend the Term for four (4) successive periods of five (5) years each (each, a "Renewal Term") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term, unless User notifies Owner of its intention not to renew this Agreement at least one hundred eighty (180) days prior to the commencement of the succeeding Renewal Term.

In the event such Prime Agreement expires or terminates prior to this Agreement, this

Agreement shall terminate, and Owner shall refund to User any Use Fee (as defined below) paid in advance.

Unless this Agreement is terminated as otherwise permitted herein, following the expiration of the final Renewal Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for yearly terms thereafter ("Extension Terms") until terminated by either party by giving to the other party thirty (30) calendar days prior written notice of its intention to so terminate. The Use Fee (defined below) during such Extension Terms shall be equal to the 103% of the Use Fee paid for the last month of the prior Renewal Term or Extension Term.

For the purposes of this Agreement, "Term" shall mean the Initial Term and any applicable Renewal Term(s) and any Extension Term(s).

4. Conditions Precedent and Rights Prior to Commencement Date.

(a) Notwithstanding anything to the contrary herein, the Commencement Date may only be delayed (if requested in writing by User and agreed upon by Owner (such agreement not to be unreasonably withheld, conditioned or delayed) with respect to clause (ii)) to permit each of the following conditions to be satisfied and in no event beyond satisfaction of such conditions:

- (i) Owner obtains any necessary consent from the Prime Landlord, or any ground lessor (if other than Owner); and
- (ii) User shall have the right, at its sole cost, and upon prior consent by Owner (such consent not to be unreasonably withheld, conditioned or delayed), to have the Premises surveyed and/or to have a structural analysis performed on the Tower. In the event that any defects or insufficient capacity are documented and shown by the survey or the structural analysis, and which in the reasonable opinion of User, may materially and adversely affect User's intended use of the Premises, User shall have the right to extend the Commencement Date out to a date mutually agreed upon by the Parties, or User may terminate this Agreement immediately upon written notice to Owner, without penalty, fee or further obligation hereunder.

(b) The Parties acknowledge and agree that a failure to satisfy the conditions set forth in Section 4 (a) above, or User's termination of this Agreement pursuant to its rights under Section 4 (a) above, shall relieve User and Owner from any of their respective obligations to perform under this Agreement.

5. Use Fee.

(a) Beginning on the Commencement Date, User shall pay to Owner a monthly fee in the amount of One Thousand and No/100 Dollars (\$1000.00) per month ("Use Fee") for User's Facilities described on the attached **Exhibit B-1** and **Exhibit B-2**.

The Use Fee for any partial month during the Term shall be pro-rated based on the number of days of the Term in said month, as applicable; and Owner shall have the duty to reimburse any pre-paid Use Fee (to the extent User is not then in default), which duty shall survive termination of this Agreement. The Use Fee shall be increased by two and one-half percent (2.5%) (the "Annual Adjustment Rate") on each annual anniversary of the Commencement Date. The Use Fee shall be made payable to: "Inland Cellular LLC," and mailed (or sent via electronic methods as agreed to by the Parties in writing) to the following address:

**Inland Cellular LLC
P. O. Box 688
Roslyn, WA 98941**

If the Use Fee or any other sums owed to Owner are not paid in accordance with the terms hereof, upon written demand User will pay Owner the full undisputed past due amount with interest thereon at the rate of one and one-half percent (1.5%) per month.

6. Acceptance of Premises.

User, by execution of this Agreement, shall be deemed to have accepted the Premises in the condition existing, or as proposed for the Tower, as of the date of full execution hereof. This Agreement shall be subject to all applicable zoning ordinances and to any municipal, county and state laws and regulations governing and regulating the use of the Premises and any covenants or

restrictions of record. User acknowledges that Owner has made no representation or warranty about the suitability of the Premises for the conduct of User's business other than as expressly set forth herein.

7. Tests and Construction; User Right of Entry.

(a) Upon prior notice to Owner, User shall have the right at any time following the Effective Date to enter upon the Land for the purpose of: (i) making necessary engineering surveys, inspections, soil tests, borings, other reasonably necessary tests, including structural analyses of the Tower ("Tests"); and (ii) constructing the Facilities; provided, however, such Tests and construction shall be at User's sole cost and expense and in no event shall User be permitted to conduct any Phase II environmental or similar testing without Owner's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

(b) Prior to accessing the Land to perform any such Tests, User shall provide a certificate of coverage. User shall indemnify and hold harmless Owner and its affiliates from and against any loss or damage to person or property suffered or incurred by Owner or any of its affiliates to the extent directly caused by User's entry and activities upon the Premises. Such indemnity shall be effective even prior to the Commencement Date and survive the termination or expiration of this Agreement.

(c) Owner represents and warrants that all operations conducted by Owner in connection with the Land (including the Tower lighting systems, if applicable) meet with all applicable rules and regulations of the FCC, Federal Aviation Administration ("FAA") and all applicable codes and regulations of the city, county and state in which the Premises is located. Owner shall maintain its lighting systems, Tower, transmission lines and, if applicable, communications building in proper operating and safe condition and shall comply with all notice requirements of the FAA regarding the failure, malfunction or repairs of the Tower lighting systems. The cost of painting and repairing Owner's Tower shall be borne by Owner unless the damage to the Tower is caused by User, in which case Owner shall repair such damage and User will reimburse Owner for all reasonable costs and expenses incurred by Owner in connection with only such repair.

8. Facilities; Utilities; Access, Construction and Installation; Modifications.

(a) Prior to the initial installation of, or any Modifications (as defined below) to, the Facilities requiring Owner's consent, User shall submit to Owner its construction and installation plans, construction schedule, and list of contractors and subcontractors, along with their respective certificates of insurance meeting the minimum levels required hereunder, and Owner's NTP checklist. Owner's approval of such plans and lists shall be in the form of an NTP, which approval shall not be unreasonably withheld, conditioned or delayed, and shall be granted or denied within ten (10) business days of receipt thereof by Owner. User shall not alter any plans approved by Owner without following the procedures set forth above. Owner's failure to respond to User's submittal of User's construction and installation plans within ten (10) days after such receipt shall be deemed approval thereof. User shall be responsible for grounding all external and internal wiring and cabling installed by User. User shall not interfere with or damage any equipment or property of any other tenants, licensees, or third parties at the Premises. User shall promptly notify Owner if its intended installation schedule is going to change from what was submitted to and approved by Owner. Unless otherwise expressly provided in the NTP, the NTP shall expire within three (3) months from the date of issuance. Owner's approval of any installation is not a representation that such installation is in compliance with applicable laws, ordinances, rules and regulations or that it will not cause interference with other communications operations on the Premises.

(b) All construction and installation required for Users' use of the Premises shall be done by User, at its sole cost and expense, and all such work shall be performed in a good and workmanlike manner and in accordance as set forth in Section 2 and more fully described in **Exhibit B-1**. User shall hold title to the Facilities and the Facilities shall remain User's personal property and are not fixtures. If the Tower is painted as required to be in compliance with codes and regulations, then User, as part of its installation, shall paint to match as nearly as possible the color of any antennas and transmission lines to the color of the Tower as required for compliance at User's sole cost and expense. If painting is required, Owner will provide notice to User of such requirement in advance of any Modification, and will include the paint color with such notice. In the event any Tower modifications are required to accommodate User's Facilities,

regardless of type, such modifications shall be requested by User in writing; and shall be performed by Owner and upon completion, shall be considered a fixture and part of the Tower and therefore Owner's property. The required modifications shall be at User's sole cost and expense unless the modifications are required due to the negligence of Owner or Owner's other tenants.

(c) Unless User draws electricity by separate utility service from any utility company that will provide service to the Premises, Owner shall pay the costs of such utilities directly and may seek reimbursement from User for all documented charges assessed against Owner when such charges are due to or by reason of Users' use of the Land and Facilities. If User requires any easement necessary for such power or other utilities, all costs and expenses of obtaining and maintaining such easement shall be borne by User; and such easement will be at a location acceptable to Owner, the User and the servicing utility company, such acceptance not to be unreasonably withheld, delayed or conditioned by either User or Owner.

(d) User shall have the right, at its sole cost and expense, to install, operate, and maintain a temporary emergency generator upon the Land, at a location designated and approved by Owner, provided sufficient space is available, and it must be removed within five (5) days of the end of the emergency need unless otherwise mutually agreed and approved by Owner and User.

(e) User and User's employees, agents and subcontractors may enter on or across the Land twenty-four (24) hours a day, seven (7) days a week, at no charge, to obtain entry into the Premises for the purposes described herein; provided however, that User will notify Owner at least two (2) business days prior to commencing User's initial installation. Such access shall be as shown on **Exhibit B-2**. Any emergency installation, maintenance or repair of the Facilities which does not enlarge Premises or require climbing the Tower, may be performed by User without prior notice to Owner. Any routine or scheduled installation, maintenance, repair or removal of the Facilities by User shall require prior written or telephonic notice to Owner; provided however, User may not perform any Modifications (as defined below) without Owner's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. If Tower climbing is required for emergency maintenance or repair of the Facilities, User shall provide Owner written or telephonic notice as soon as reasonably possible.

(f) Upon completion of User's installation of a Modification (as defined below), User shall pay to Owner a construction inspection fee in the amount of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) for an inspection of the Modification, payable within thirty (30) days after User's receipt of the invoice from Owner.

(g) Modifications. Should User desire to make any installations, modifications, additions, changes, alterations or upgrades to its Facilities or Premises which would require an enlargement of the Premises or increase the loading on the Tower beyond the capacity originally approved under this Agreement, or beyond the capacity which may have been subsequently approved by Owner (collectively, the "Modifications"), then User must inform the Owner and receive Owner's prior written approval, which approval shall not be unreasonably conditioned, delayed, or denied, but may be conditioned upon payment of reasonable (i) fixed fees and/or (ii) increased Use Fee obligations in Owner's reasonable discretion; provided however, for any Modifications that do not affect the loading on the Tower beyond the capacity originally approved under this Agreement, or beyond the capacity which may have been subsequently approved by Owner, User may conduct such Modifications upon prior notice to Owner and shall not be subject to any additional payment of fixed fees and/or increased Use Fee obligations. Modifications shall be subject to all governmental approvals and all requirements herein. Owner may require, in its sole discretion, that a new structural analysis of the Tower be performed in connection with any proposed Modifications that will increase the loading of the User's Facilities on the Tower. Such structural analysis shall be performed at the sole expense of User. User shall reimburse Owner for its respective share of the cost to structurally upgrade the Tower if a structural analysis concludes that User's proposed Modifications to its Facilities on the Tower will cause the Tower to exceed its structural capacity, it being understood that such analysis shall be performed on the basis of Rev G or any future standard that may replace Rev G. Alternatively, User may elect, in its sole discretion, not to perform such Modification so as to avoid having to pay for any structural upgrade to the Tower.

(h) In the event User intentionally performs any Modifications to the Facilities or Premises without the prior written approval of Owner, in instances where such approval is clearly required pursuant to the terms herein, any such Modifications shall be subject to an

additional monthly fee ("Additional Use Fee"). The Additional Use Fee for each unapproved Modification shall be one hundred fifty percent (150%) of the then current Use Fee at the time of discovery of such unapproved Modification, accruing from the date such unapproved Modification was affected until such time as the unauthorized Modification is removed or approved, which approval shall be indicated by an amendment hereto.

9. Non-Interference.

As used in this Agreement, "interference" means a condition existing which causes the degradation or blockage of a transmission signal or the receipt thereof, or otherwise constitutes interference within the meaning of the provisions of the recommended practices of the Electronics Industries Association and the rules and regulations of the FCC then in effect.

(a) User shall not cause by its transmission or activities at the Premises interference of any kind whatsoever that is measurable to the pre-existing activities or facilities of Owner or others who have entered into an Agreement with Owner prior to the execution of this Agreement (unless the other party has modified its transmission or activities after the User has executed this Agreement). User agrees that in the event the Facilities cause electronic interference with any existing equipment which was placed upon the Tower prior to the Commencement Date, or subsequently adds or modifies its Facilities which addition or Modification causes electronic interference with any equipment existing upon the Tower as of the time of the addition or Modification, User shall take all steps necessary to correct and eliminate such interference. If such interference cannot be eliminated within forty-eight (48) hours after receipt by User from Owner of notice of the existence of interference, User shall cease operation of the Facilities causing such interference (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of identifying and/or correcting such interference) until such interference is corrected. If such interference is not rectified to the reasonable satisfaction of Owner within thirty (30) days after receipt by User of such notice from Owner, User shall remove such interfering equipment from the Premises.

(b) Owner may enter into any lease, sublease or license agreements with other entities for use of the Premises, provided that Owner shall require such entity ("New User") to install

equipment of types and frequencies that will not cause interference to User's operations then being conducted from the Premises or otherwise violate the terms of this Agreement. Owner agrees that in the event such New User causes such interference with the Facilities, Owner will require such New User to take all steps necessary to correct and eliminate the interference. If such interference cannot be eliminated within forty-eight (48) hours after receipt by Owner of notice from User of the existence of interference, Owner shall take such actions as are permitted by law and can be conducted without breach of the peace such as causing such New User to disconnect the electric power and shut down such New User's interfering equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) until such interference is corrected. If such interference is not rectified to the reasonable satisfaction of User within thirty (30) days after receipt by Owner of such notice from User, Owner shall cause such New User to remove such New User's interfering equipment from the Land. User agrees to exercise its best efforts to reasonably cooperate with Owner and any New Users to try to resolve any interference issues or problems which may arise regarding interference by such New User's operations on and use of the Land (at the expense of such New Users or Owner). Any interference with User's Facilities which threatens the safety of the public or emergency responders will be corrected and eliminated immediately.

(c) If antenna power output ("RF Emissions") becomes subject to any restrictions imposed by the FCC or any other government agency for RF Emissions standards on Maximum Permissible Exposure ("MPE") limits, or if the Premises otherwise becomes subject to federal, state or local rules, regulations, restrictions or ordinances, User shall comply with Owner's reasonable requests for Modifications to the Facilities which are reasonably necessary for Owner to comply with such limits, rules, regulations, restrictions or ordinances, provided however that such Modifications shall not be subject to any additional payment of fixed fees and/or increased rental or Use Fee obligations. In the event that Owner must conduct an RF study pursuant to FCC Part 1.1037(b) as a direct result of and solely of User's operation, User agrees to pay Owner's costs for conducting the study. User agrees to reasonably cooperate with Owner (and any other party with equipment located on the Tower), if necessary or appropriate, to establish a joint agreement relating to compliance with FCC regulations (and, where applicable, requirements of other federal or non-federal authorities with competent jurisdiction) governing radio frequency radiation exposure of the public and/or employees or agents of User, Owner and

any other parties with equipment on the Tower. The radio frequency radiation regulation compliance agreement shall be negotiated by the Parties in good faith and shall only be binding if all parties with equipment on the Tower agree to be bound by the terms thereof. Should User determine, in User's sole discretion, that any compliance agreement would negatively impact service provided to emergency responders, User may terminate this Agreement by providing thirty (30) calendar days written notice to Owner without any further liability or obligation under this Agreement.

10. Taxes.

(a) In addition to the Use Fee, User shall reimburse Owner for any new real or personal property taxes or assessments levied against the Owner, Prime Landlord, or the owner of the Premises due to or by reason of User's use of the Premises that Owner reasonably demonstrates is directly attributable to the installation of User's Facilities and/or User's use of the Premises. User shall pay Owner for such reimbursement within forty-five (45) days of receiving an invoice, copy of the relevant tax bill and proof of Owner's payment of such taxes on User's behalf. User also agrees to pay any personal property taxes levied against the Land which is directly attributable to the installation of User's Facilities. For all such payments, Owner shall use best efforts to timely provide User with proper and sufficient documentation relative to the charges. User shall have forty-five (45) days from receipt of Owner's written notice to pay Owner the amounts owed hereunder. In the event that Owner fails to pay any such property taxes or other fees and assessments, User shall have the right, but not the obligation, to pay such owed amounts and deduct them from the Use Fee due under this Agreement. In no event shall User be responsible for the payment of any taxes (including, income and other similar taxes), levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by Owner on the Land.

(b) Owner hereby grants to User the right to challenge, whether in a court, administrative proceeding, or other venue, on behalf of Owner and User, any personal property or real property tax assessments that may affect User. If Owner receives notice of any personal property or real property tax assessment against the Owner, which may affect User and/or is directly attributable to User's Facilities or use of the Premises, Owner shall provide timely notice of the assessment to User sufficient to allow User to consent to or challenge such assessment.

Further, Owner shall provide User with any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10.

11. Default.

(a) Either party shall be in default under this Agreement if such party materially breaches any of its representations or warranties contained herein or otherwise fails to perform any material duty or obligations under this Agreement and does not cure or remedy such breach of such representations or warranties or such failure to perform within thirty (30) days after receipt of written notice with respect thereto; provided, however, that, if such breach of any representations or warranties or such failure to perform shall necessitate a longer period to cure than thirty (30) days, then such cure period shall be extended for such time as is reasonably necessary to cure such breach of representations or warranties or such failure to perform, as applicable, but only so long as: (i) such efforts to cure are commenced within fifteen (15) days of receipt of written notice from the non-defaulting party, and (ii) the defaulting party proceeds diligently and in good faith to effect a cure. Notwithstanding the foregoing, in no event shall the time within which a party may cure a failure in the payment of money exceed a single, ten (10) business day period from the date of receipt by the defaulting party of written notice of the existence of the alleged default from the non-defaulting party, without extension, nor shall the time within which a party may cure a failure in the performance of requirements regarding interference exceed a forty-eight (48) hour period or thirty (30) day period whichever may be applicable.

(b) Failure of either Party to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but the Party shall have the right to declare any such default at any time thereafter.

12. Termination.

In addition to any other termination rights User may have in this Agreement, User may also terminate this Agreement prior to the end of the Term without penalty or fee if: (i) User provides

Owner with at least thirty (30) days' written notice of its intent to terminate this Agreement and pays the User Fee up to the effective date of such termination and all other remaining monies due for said Term prior to the effective date of such termination; and (ii) upon thirty (30) days written notice if User is unable to reasonably obtain any certificate, license, permit, authority or approval from any governmental authority necessary for User's operation of its Facilities or use of the Premises in the manner described herein. In addition to the foregoing, User may terminate this Agreement as follows: (y) upon thirty (30) days' prior written notice to Owner if User determines that the Land or the Tower are inappropriate or unnecessary for User's operations, or (z) for any other reason not stated herein, by written notice to Owner provided User pays to Owner an early termination fee, as liquidated damages, in an amount equal to six (6) times the then current monthly Use Fee; provided however, if there is less than six months remaining in the Term, User shall pay Owner a Termination Fee in an amount equivalent to the User Fee remaining in said Term.

13. Surrender of Premises; Removal of Equipment.

User shall surrender the Premises to Owner prior to the date of expiration or early termination of this Agreement and User shall, at its sole cost and expense, and within thirty (30) days after termination remove the Facilities and restore the Premises to substantially the same condition existing as of the Commencement Date, except for ordinary wear and tear, casualty, or "force majeure." In the event the Facilities remain on the Premises more than thirty (30) days following the expiration or earlier termination of this Agreement (even if it has been disconnected) without Owner's consent, or if User does not completely surrender the Premises or restore the Premises as required herein, User shall pay to Owner holdover fees equal to one hundred fifty percent (150%) of the Use Fee then in effect, prorated from the date of expiration or early termination to the date User completes its removal and restoration obligations under this Agreement. If User has not completed such obligations under this Agreement on or before the sixtieth (60th) day following the expiration or early termination date, User shall be deemed to have abandoned the Facilities and thereupon, Owner may remove the Facilities and dispose of same in Owner's sole discretion without accounting to User for the value thereof, if any, and the holdover fees will cease to accrue as of the date Owner commences removal of the Facilities.

14. Casualty and Condemnation.

(a) In case of damage to the Premises or those portions of the Premises which are essential to the operation of the Facilities, by fire or other casualty, Owner shall, to the extent permitted by its lenders and the Prime Agreement, and at its expense, cause the damage to be repaired to a condition as nearly as practicable to that existing prior to the damage, with reasonable speed and diligence, subject to delays which may arise by reason of governmental regulations, and for delays beyond the control of Owner, including "force majeure". However, Owner shall not be required to repair any damage beyond the extent that insurance proceeds are inadequate to pay for such repairs. Owner shall not, however, be obligated to repair, restore, or rebuild any of User's personal property, including but not limited to the Facilities unless the damage was caused by acts or omissions of Owner. Excepting damage caused by acts or omissions of Owner or those acting on its behalf, Owner shall not be liable for any inconvenience or annoyance to User, or injury to User's business resulting in any way from such damage or the repair thereof except, to the extent and for the time that the Premises is thereby materially and adversely affected for User's intended purpose, the Use Fee shall proportionately be abated. User shall have the right, but not the obligation, to place a temporary structure on the Land at a mutual-agreeable location to place temporary Facilities during such times that the Premises are unusable for User's intended purpose. Notwithstanding the foregoing, User shall be permitted to terminate this Agreement in the event the Premises have been materially and adversely affected for User's intended purpose, and/or Owner's estimated period for completion of the repair and restoration exceeds one hundred twenty (120) days.

(b) If the whole or any substantial part of the Premises shall be taken by any public authority under the power of eminent domain so as to materially interfere with User's use and occupancy of the Premises, then the Agreement shall terminate as to the part of the Premises so taken, and the Use Fee shall be reduced or abated in proportion to the actual reduction or abatement of use and/or operation of the Premises, or, at User's sole discretion, User may elect to terminate the agreement in its entirety without further obligation with thirty (30) days written notice. Any unused portion of such Use Fee paid in advance shall be refunded to User, as appropriate, within thirty (30) days of User's written demand. User shall be entitled to pursue its interest under a separate claim. In the event that there is sufficient remaining space upon the

Premises in User's reasonable judgment, and with Owner consent as well as the Prime Landlord's consent, if needed, User may place a temporary communications facility upon the Land for a period of up to one (1) year after the termination at a rental rate equal to two-third (2/3) of the amount of the Use Fee provided for herein.

15. Insurance.

User and Owner, at their own cost and expense, shall carry the following insurance during the Term of this Agreement: (i) "All Risk" property insurance which insures the insuring party's property for its full replacement cost; and (ii) commercial General Liability Insurance having a minimum limit of liability of \$2,000,000 per occurrence for bodily injury and property damage and \$4,000,000 general aggregate; (iii) commercial automobile liability insurance in the amount of \$2,000,000 combined single limit each accident covering all owned, non-owned and hired vehicles; (iv) workers' compensation insurance with the statutory requirements of the state of operation and employer's liability with a limit of \$1,000,000 each accident/disease/policy limit; and (v) Excess or Umbrella coverage of \$1,000,000 per occurrence and aggregate; OR evidence of coverage as a member of Washington Counties Risk Pool as authorized by RCW 48.62.031. The limits required above may be satisfied with the combination of primary and excess liability policies. User shall furnish Owner with proof of insurance evidencing compliance with all requirements. Certificates of Insurance shall provide for thirty (30) days prior written notice to Owner of any cancellation of the above insurance coverages. If User's insurer is unable to provide such notice, then User shall provide such written notice to Owner. Such insurance limits may be increased at each renewal by current industry standards, provided each such increase shall not exceed twenty percent (20%) of the then current insurance limits and Owner delivers at least sixty (60) days prior written notice to User.

16. Indemnification.

(a) Except as may be due to or caused by the negligence or intentional act or omission of a party, or its officers, employees, agents or contractors, Owner and User each hereby agrees to indemnify and hold harmless the other, and the other's officers, employees, agents, and contractors, from any loss, liability, claim, suit, cost and expense (including legal

fees) arising out of any injury to any person or damage to any property occurring on or about the Land resulting from: (i) the negligent acts or intentional acts or omissions of the indemnifying party, or its officers, employees, agents, or contractors, and/or (ii) the breach of any obligation of the indemnifying party under this Agreement.

(b) Each Party hereto hereby waives any and every claim which arises or which may arise in its favor and against the other party hereto during the Term of this Agreement, or any extension or renewal thereof, for any and all loss of, or damage to, any of its property located within or upon or constituting a part of the Land, to the extent that such loss or damage is recovered under the respective Party's insurance policy or policies. Notwithstanding anything in this Agreement to the contrary, each of User and Owner hereby waives any claim that they may have against the other party with respect to any consequential, punitive, special or incidental damage or lost profits.

This Section shall survive the expiration or earlier termination of this Agreement.

17. Assignment.

(a) The rights of User under this Agreement may not be assigned without the prior written consent of Owner, such consent not to be unreasonably withheld or denied, except that User may, without Owner's consent, assign its rights and delegate its duties hereunder to User's principal, affiliates, subsidiaries of its principal, or to any entity which acquires all or substantially all of User's assets in the market defined by the FCC in which the Land is located by reason of a merger, acquisition or other business reorganization.

(b) For the purposes of this Section 17, the term "control" means the ownership, direct or indirect, of sufficient voting shares of an entity, or otherwise the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, or the power to veto major policy decisions of any such entity, whether through the ownership of voting securities, by contract or otherwise. Upon assignment, User shall be relieved of all liabilities and obligations of User hereunder accruing thereafter, and Owner shall look solely to the assignee for performance under this Agreement, provided such assignee accepts and assumes all such obligations in writing and is of substantially similar financial

strength or credit worthiness as User.

(c) In no event may User sublet all or any part of its interest in the Premises, nor shall User permit or engage in network sharing without consent of Owner, provided that User may continue to comply with any roaming agreements to which it is obligated, and which do not otherwise violate any provision of this Agreement.

(d) This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and permitted assigns. Owner may freely assign its rights and obligations under this Agreement at any time provided such assignee accepts and assumes all of Owner's obligations hereunder in writing and is reasonably capable of performing under this Agreement.

18. Warranty of Title and Quiet Enjoyment.

Owner warrants that subject to the Prime Agreement, if any, (i) Owner owns, licenses or leases the Land or occupies the Land pursuant to an easement and owns and operates the Tower located thereon and has rights of access thereto; (ii) Owner has full right to make and perform this Agreement; and (iii) Owner covenants and agrees with User that upon User paying the Use Fee and observing and performing all the terms, covenants and conditions on User's part to be observed and performed, User may peacefully and quietly enjoy the Premises and the rights and privileges granted it hereunder.

19. Non-Recourse.

Anything in this Agreement, either expressed or implied, to the contrary notwithstanding, User acknowledges and agrees that each of the covenants, undertakings and agreements herein made on the part of Owner are made and intended not as personal covenants, undertakings and agreements of Owner, or for the purpose of binding Owner personally or the assets of Owner, except Owner's interest in the Land, including the amount of insurance coverage available to Owner and any proceeds from the sale or transfer of the Land; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against Owner, any partner of Owner, any parent or subsidiary entity of Owner, or any of their respective heirs, personal representatives, successors and assigns.

20. Subordination.

This Agreement is and shall be subordinate to the Prime Agreement and to any and all prior existing ground or underlying leases of the entire Land, all mortgages, deeds of trust and similar security documents which may now or hereafter be secured upon the Land or the Premises, and to all renewals, modifications, consolidations and extensions thereof (collectively, a "Mortgage"); provided, however, as a condition precedent to User being required to subordinate its interest in this Agreement to any Mortgage covering the Land, Owner shall obtain for User's benefit a non-disturbance and attornment agreement in a form reasonably acceptable to User.

21. Maintenance and Repairs.

(a) User shall perform all repairs necessary or appropriate to keep its Facilities on or about the Premises or located on any appurtenant rights-of-way or access to the Premises, in good condition.

(b) User shall, at its sole cost, maintain the ground based portion of the Premises (including its improvements located thereon), over which it has exclusive control, at all times in good order and repair, and in the condition required to be maintained by Owner and the Prime Agreement, ordinary and reasonable wear and tear, damage by fire, the elements and other casualty excepted, and in substantial compliance with all laws, codes, regulations and orders of any governmental or regulatory entity. Damage resulting from the negligent acts or omissions of either Party to the Facilities and/or Premises, shall be repaired by the Party causing such damage, at such Party's cost and expense. Any such damage shall be repaired within thirty (30) days of the responsible Party receiving notification of the damage, unless otherwise provided herein.

22. Mechanics Liens; Waiver.

(a) Owner and User expressly acknowledge that any mechanics' or materialmen's liens of any kind whatsoever upon the Premises or upon any building or improvement thereon

are specifically prohibited. If any mechanic's, laborer's, materialman's or any other lien shall at any time be filed against the Premises or the Tower as a result of User's occupancy or construction thereon, User shall, within sixty (60) days after receipt of written notice that such lien is made or filed, cause the same to be released or discharged by bond, payment, order of a court of competent jurisdiction, or otherwise. Notice is hereby given that Owner shall not be liable for any labor or materials furnished to User, and no mechanic's or other liens shall attach to or affect the reversionary or other estate or interest of Owner in and to the Premises.

(b) User hereby waives any and all lien rights User may have, statutory or otherwise, in and to the Premises or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws. Owner hereby waives any and all lien rights Owner may have, statutory or otherwise, in and to the Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

23. Tower Marking and Lighting Requirements. Owner covenants that it will keep the Tower in good repair as required by all federal, state, county and local laws. Owner shall also comply with all rules and regulations enforced by the FCC with regard to the lighting, marking and painting of towers and shall be solely responsible for the cost and expense of painting and maintaining the Tower.

24. Hazardous Substances.

User agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any applicable law or regulation. Owner represents, warrants and agrees: (1) that neither Owner nor, to Owner's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Land in violation of any law of regulation except, as disclosed to User in any environmental reports provided to User and (2) that Owner will not generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Owner and User each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees

and costs) arising from any breach of any representation, warranty or agreement contained in this Section. As used in this Section, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Premises is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This Section shall survive the termination of this Agreement.

25. Labeling.

User shall identify its equipment and equipment cabinets (unless such cabinet is located in a building owned by Owner) with labels permanently affixed thereto, indicating User's name, contact phone number, and installation date. User's coaxial cables shall be labeled at both the top and bottom of the Tower. If User fails to so identify its equipment within thirty (30) days after User's receipt of written notice from Owner, Owner may, after reasonable diligence to identify the owner of the equipment, in its reasonable discretion, after fifteen (15) days prior written notice to User, label User's equipment and assess against User a fee of Two Thousand and No/100 Dollars (\$2,000.00), which shall be due and payable by User within thirty (30) days of receiving from Owner an invoice and documentation of the work performed.

26. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the Parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both Parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and

permitted assignees of the respective Parties.

(d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or nationally recognized courier to the address of the respective parties set forth below:

As to Owner: Inland Cellular LLC
Legal Division
109 S. 1st Street
Roslyn, WA 98941
Telephonic Notice for emergency work to Facilities located on the
Tower: (509) 229-2211
(509) 229-7100

As to User: Franklin County
Attn: Director. Information Services
1016 N 4th Ave
Pasco, WA 99301
Telephone: (509) 545-3509

Owner or User may from time to time designate any other address for this purpose by written notice to the other Party given at least fifteen (15) days in advance. All notices hereunder shall be deemed received on the earlier of: (i) actual receipt or rejection as shown on the receipt pursuant to the foregoing or (ii) three (3) business days after the notice is deposited in the mail.

(e) This Agreement shall be governed by the laws of the State of Washington without regard to the principles of conflict of laws thereunder. Proper venue for any litigation hereunder shall be the courts of the County in which the Premises are located.

(f) Subject to any restrictions in the Prime Agreement, Owner acknowledges that a Memorandum of Agreement in the form annexed hereto as **Exhibit C** may be recorded by User, at User's option and expense, in the official records of the county where the Land is located. Owner agrees to cooperate with User in executing any documents which User deems necessary to insure, protect User's rights in, or use of, the Premises. In the event User records a Memorandum of Agreement pursuant to this subsection, (f), then upon the termination of User's

rights granted herein, User and Owner shall cooperate to promptly terminate said Memorandum of Agreement by making the proper filing(s) in the official records of the county where the Land is located.

(g) This Agreement may be executed in counterparts, and for convenience purposes may be executed in facsimile or portable document file (PDF) form, all of which shall be deemed when taken together, to be originals.

(h) In the event litigation or arbitration is commenced to enforce this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, expert fees and costs of suit or action, in any final action or proceeding, whether through arbitration or a court of competent jurisdiction.

(i) Notwithstanding anything in this Agreement to the contrary, each Party hereby waives any claim that they may have against the other Party with respect to any consequential, punitive, special or incidental damage or lost profits.

(j) The persons who have executed this Agreement represent and warrant that they are duly authorized to execute this Agreement in their individual or representative capacity as indicated.

(k) Time is of the essence in each and every provision of this Agreement.

(l) The submission of this Agreement to any Party for examination or consideration does not constitute an offer, reservation of, or option for, all or any portion of the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon full handwritten legal execution, acknowledgment and delivery hereof by Owner and User.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last written below.

OWNER:

Inland Cellular LLC,
a Washington limited liability company

By: Nathan R. Weis

Name: Nathan R. Weis

Title: President, Inland Cellular Telephone Co.

Its: Sole Member

Date: 10-29-2020

USER:

Franklin County, a municipal corporation
of the State of Washington

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

PROSECUTING ATTORNEY OF RECORD



EXHIBIT A

LAND

The Southwest Quarter, the South half of the Northwest Quarter, the Northwest Quarter of the Northwest Quarter of Section 4, Township 12 North, Range 37 East, W.M., Franklin County, Washington.

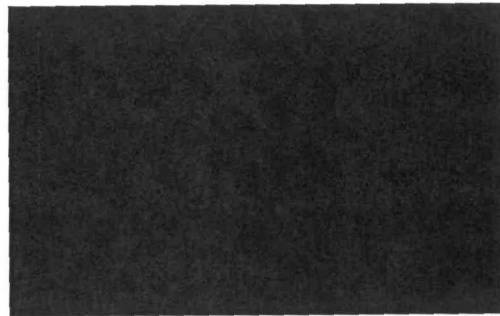
Tax Parcel # 2-012-37-004-3000

EXHIBIT A-1

Prime Agreement

After recording return to:

Inland Cellular Telephone Company
P.O. Box 688
Roslyn, WA 98941



LAND LEASE AGREEMENT

STARBUCK SITE

THIS LAND LEASE AGREEMENT (hereinafter referred to as "the Lease") is made and entered into as of this 29th day of July, 2003, by and between, Broughton Land Company (A Lessor) and between Washington RSA No. 8 Limited Partnership dba Inland Cellular, a Washington Limited Partnership (A Lessee).

RECITALS

- A. Lessor owns the real property located in Columbia County, State of Washington Tax Parcel #2-012-37-004-3000 and #2-012-37-005-8000; located in Section 4 and Section 5 in Township 12, Range 37 as described in Exhibit A to this Lease (the "Property").
- B. Lessee operates a cellular telephone system which serves the area in which the Property is located and desires to construct upon a portion of the Property a radio communication antenna facility, including but not limited to a telecommunication base station, tower, antennas, transmitters, standby power sources, associated communication equipment and utilities, and structures suitable for housing this equipment (the "Facilities").
- C. Lessor and Lessee desire to enter into the terms of this Lease for the purpose of permitting Lessee to construct, operate, and maintain the Facilities and for conducting any other lawful activities on that portion of the Property which is subject to this Lease.

Accordingly, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. LEASE; EASEMENT

(a) Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, on the terms and conditions of this Lease, the one hundred by one hundred foot (100' x100') portion of the Property described in Exhibit B to this Lease (the "Cell Site"). Lessee's use of the Cell Site shall be for any lawful purpose, including but not limited to constructing, operating, and maintaining the Facilities.

(b) Lessor hereby grants to Lessee during the term of this Lease, including any renewals of this Lease, a non-exclusive easement (the "Access Easement") over the Property for use by Lessee for motor vehicle access to the Cell Site, including for purposes of installing, operating, maintaining and repairing the Facilities. Lessee shall have unrestricted use of the Access Easement without advance notice to Lessor. Lessor shall designate where on the Property the Access Easement shall be located. Lessee shall pay the costs of any improvements required to the Property to make the Access Easement suitable for Lessee's use.

(c) Lessor further grants to Lessee during the term of this Lease the right to make reasonable use from time to time of a reasonable portion of the Property located outside the Cell Site for the purpose of constructing and servicing improvements located on the Cell Site. Lessee's use of the Property for these purposes shall not unnecessarily interrupt Lessor's use of the Property nor disrupt existing utilities to the Property. At the conclusion of Lessee's use of the Property under this Section 1(c), Lessee shall restore the Property and any improvements on it to their condition prior to Lessee's use.

2. TERM; COMMENCEMENT AND EXPIRATION

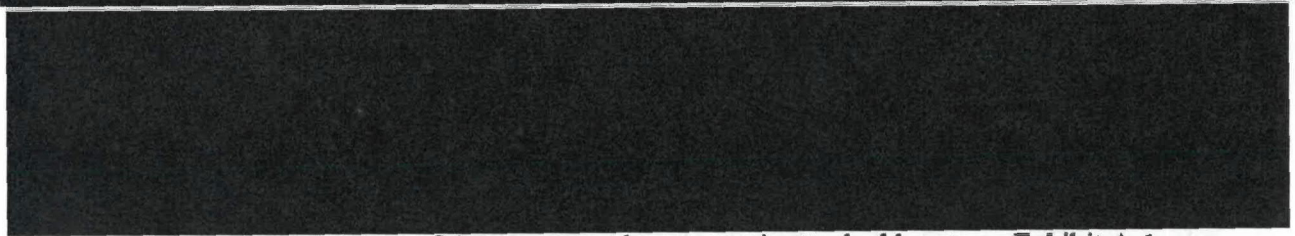
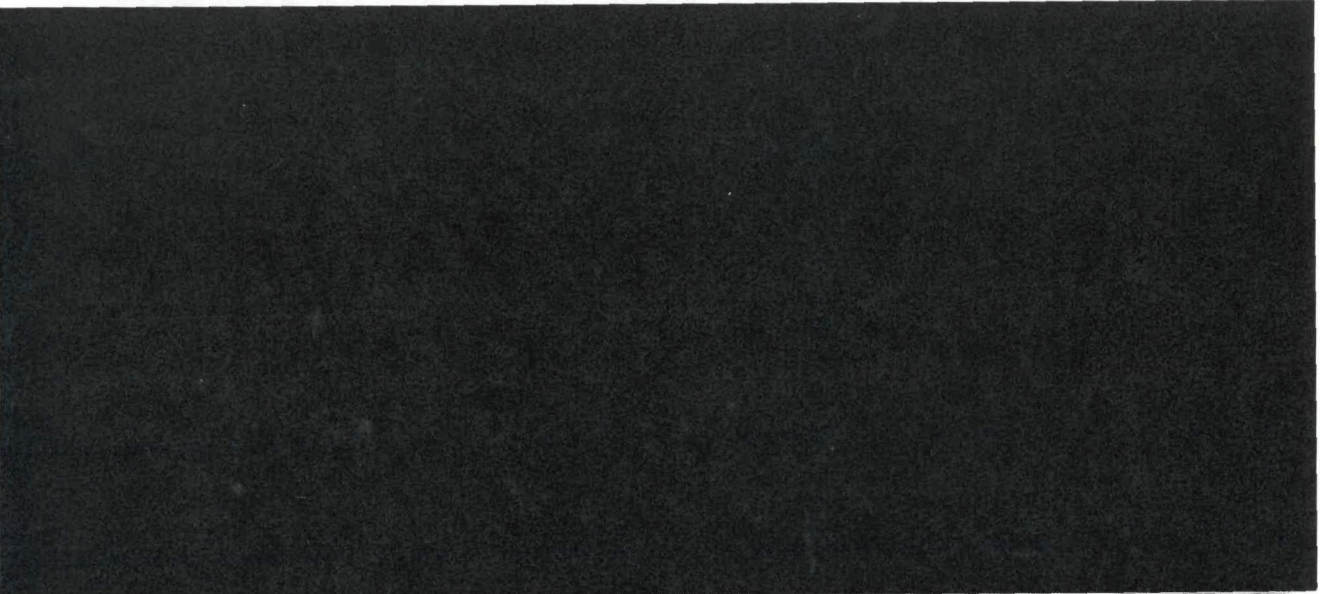
Contemporaneous with the parties' execution of this Lease, the parties have entered into an Option to Enter into Lease agreement (the "Option Agreement") whereby Lessor has granted Lessee an Option ("Option") to enter into this Lease.

The Option Agreement sets forth the manner in which the Lessee may exercise the Option. Exercise of the Option will establish the effective date ("Effective Date") of this Lease.

The initial term ("Initial Term") of this Lease shall commence as of the Effective Date, and shall terminate on the last day of the month in which the fifth annual anniversary of the Effective Date shall have occurred. Lessee shall have the right to renew this Lease for eight (8) additional successive lease terms of five (5) year terms ("Extended Terms"). If Lessee shall remain in possession of the Cell Site at the expiration of this Initial Term or any Extended Term

without a written agreement, such Lease shall be deemed a year-to-year lease under the same terms and conditions of this Lease. All terms(s) shall renew automatically upon its anniversary date unless notice of termination by Lessee is given to Lessor at least ninety (90) days prior to the end of the Initial Term or each subsequent Extended Term. Extended Term(s) shall renew under the same terms and conditions of this Lease with the exception of rent adjustments as provided in Section 3.1 of this Lease

3. RENT



3.5 An aerial map of the access road easement is attached hereto as Exhibit A-1.

4. POSSESSION

If Lessor is unable to deliver possession of the Cell Site at the commencement of this Lease, Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this Lease if possession is not delivered within 90 days of the commencement of the term hereof.

5. CLEANUP

Lessee shall maintain the Cell Site in a clean and neat condition.

6. LESSOR'S RIGHT OF ENTRY

Lessee agrees to permit Lessor, or its agents or representatives, to enter upon the Cell Site at reasonable times during any weekday for the purpose of inspecting the same.

7. USES AND EASEMENTS

7.1 The Cell Site is to be used only in connection with the operation of the Lessee's communications business and for no other business or purpose without the prior written consent of Lessor. Lessee agrees not to occupy or use, or permit any portion of the Cell Site to be used, for any purpose which is unlawful, disreputable, or deemed to be hazardous.

7.2 Lessor grants Lessee the right to construct and install on the Cell Site at Lessee's expense the Facilities, including, but not limited to, a communications tower not to exceed two hundred (200) feet in height.

7.3 Lessee agrees to comply with all laws, ordinances, orders, rules and regulations (municipal, county, state, and federal) relating to the use, condition or occupancy of the Cell Site.

8. ENVIRONMENTAL MATTER

8.1 Lessor represents that it is not aware of any release of Hazardous Substances (as defined below) on the Cell Site. Lessor will indemnify, protect, defend and hold harmless Lessee from and against all claims, suits, actions, causes of action, assessments, losses, penalties, costs, including clean-up costs, damages and expenses, including, without limitation, reasonable attorneys' fees, sustained or incurred by Lessee pursuant to any federal, state or local laws, implementing regulations, common law or otherwise, relating to the release by Lessor or its agents, employees or contractors of any hazardous substances, toxic substances and/or contamination of any type whatsoever (collectively, Hazardous Substances) in, upon or beneath the Cell Site.

8.2 With the exception of Hazardous Substances that are legally used in the normal course of its business, neither Lessor nor Lessee will bring to, transport across or dispose of any Hazardous Substances on the Premises without the other's prior written approval, which approval will not be unreasonably withheld, except Lessee may keep on the Premises substances used in


backup power units (such as batteries and diesel generators) commonly used in the wireless communications industry. Lessee=s use of any approved substances constituting Hazardous Substances must comply with all applicable laws, ordinances and regulations governing such use.

9. INSURANCE

Lessee shall obtain and maintain in good standing throughout the term of the Lease, a broad form policy of public liability and property damage insurance with respect to Lessee's property and activities, also naming the Lessor as additionally insured on or about the Cell Site, which policy shall be in an amount of not less than One Million Dollars (\$1,000,000) per incident.

10. ASSIGNMENT AND SUBLETTING

Lessee may assign this Lease with prior written notice to Lessor of such assignment. Lessee may sublease all or a portion of the Cell Site to other Sub-Lessee provided each such Sub-Lessee shall be bound by the same applicable terms and conditions of this Lease, other than the amount of Rent as Lessee. All rents received from Sub-Lessee may be retained as income by Lessee. However the Lessor may apply a surcharge to Lessee as a result of Lessee's Sub-Lease. Lessee shall be responsible to pay Lessor all Rent due, including surcharges, if any.



11. SURRENDER OF PREMISES

Within 30 days of expiration or termination of this Agreement, Lessee shall, at its expense: (i) remove its Facilities located at the Cell Site; and (ii) quit and deliver up the Cell Site to Lessor peaceably and quietly in as good order and condition as the same was on the date hereof, ordinary wear and tear excepted. Lessee shall repair any damage to the Cell Site resulting from the removal of Lessee=s property.

12. QUIET ENJOYMENT

Lessor covenants that Lessee shall, and may peacefully have, hold and enjoy the Cell Site, subject to the provisions of this Lease, provided Lessee pays the Rent herein recited and performs all of Lessee=s covenants and agreements herein contained.

13. COSTS AND ATTORNEYS= FEES

If by reason of any default on the part of the Lessee it becomes necessary for Lessor to employ an attorney, or in case Lessor shall bring suit to recover any Rent due hereunder, or for breach of any provision of this Lease or to recover possession of the Cell Site, or if Lessee shall bring any action for any relief against Lessor, declaratory or otherwise, arising out of this Lease, then the non-prevailing party in such action shall pay the other=s reasonable attorneys= fees and all reasonable costs incurred by it in connection with such default or action.

14. DEFAULT

If Lessee defaults in the payment of Rent, or defaults in the performance of any other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 30 days, then Lessor may treat such occurrence as a breach of this Lease. In the event, an act or omission by a Sub-Lessee would result in a breach pursuant to the terms of this Lease, Lessor agrees to promptly notify both the Lessee and Sub-Lessee in writing and Sub-Lessee will have the same amount of time as Lessee to cure. Lessee will encourage Sub-Lessee to cure said condition, but if the condition is not cured, Lessor will agree that the Lease is terminated only with respect to the Sub-Lessee.

In the event, an act or omission by Lessee would result in a breach pursuant to the terms of this Lease, Lessor agrees to promptly notify both the Lessee and the Sub-Lessee in writing and Sub-Lessee will have the same amount of time as Lessee to cure. In the event Lessee fails to cure the default, Lessor will agree that the Agreement is terminated only with respect to the Lessee if Sub-Lessee agrees to pay Lessor Rent acceptable to both parties.

15. INDEMNIFICATION

Lessee shall indemnify Lessor for any damage or injury to Lessor, its officers, employees, agents, contractors, invitees, patrons or visitors, which occurs as a result of Lessee=s action or actions. Lessor shall indemnify Lessee for any damage or injury to Lessee, its officers, employees, agents, contractors, invitees, patrons or visitors which occurs as a result of the Lessor=s action or actions.

16. NOTICES

Except as otherwise specifically set forth herein, any demand, request or notice which either party hereto desires, or may be required to make or deliver to the other, shall be in writing and shall be deemed given when personally delivered, or when delivered by private courier service that customarily delivers on the next business day and issues receipts (such as Federal

Express), or when received by facsimile at the facsimile number shown below, or three (3) days after being deposited in the United States mail, in registered or certified form, return receipt requested, addressed as follows:

To Lessor:	Broughton Land Company c/o Dan McKinley P.O. Box 27 Dayton, WA 99328 Telephone No.: (509) 382-4421 Facsimile No.: (509) 382-4861
To Lessee:	Washington RSA No. 8 Limited Partnership c/o Inland Cellular Telephone Company P.O. Box 688 103 South Second Street Roslyn, WA 98941 Attn: Gregory A. Maras Telephone No.: (509) 649-2500 Facsimile No.: (509) 649-3300

With a required copy (which copy alone shall not constitute notice)
to:

James A. Miller
Mills Meyers Swartling
Suite 3000
1000 Second Avenue
Seattle, WA 98104
Telephone No.: (206) 382-1000
Facsimile No.: (206) 386-7343

or to such other address, facsimile number and/or person as either party may communicate to the other by like written notice.

17. MISCELLANEOUS

17.1 Binding Effect. This Lease shall be binding upon and inure to the benefit of Lessor, its successors and assigns, and shall be binding upon and inure to the benefit of Lessee, its successors and assigns.

17.2 Severability. It is the intention of the Lessor and Lessee that this Lease comply with FCC rules, regulations and policies and the applicable state and local laws and regulations

and any covenants or restrictions of record. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

17.3 Authorized Signatories. The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

17.4 Law and Venue. This Lease is declared to be a Washington State contract. All the terms hereof shall be construed according to the laws of Washington State.

17.5 Captions. The captions in the Lease are for convenience only and are not part of this Lease.

17.6 Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

18. COMPLETE AGREEMENT

This Lease represents the entire agreement between the Lessor and Lessee and no representations have been made by any of the parties which is not contained herein.

LESSOR: Broughton Land Company
P.O. Box 27
Dayton, WA 99328

**LESSEE: WASHINGTON RSA NO. 8
LIMITED PARTNERSHIP**
**By: Inland Cellular Telephone Company,
its General Partner**

By: Daniel B. McKinley
Dan McKinley

By: Gregory A. Maras
Gregory A. Maras

Its: General Manager

Its: Secretary

Date: 9-18-03

Date: 9-15-03

STATE OF WASHINGTON)

COUNTY OF Columbia)ss.

I certify that I know or have satisfactory evidence that Daniel B. McKinley personally appeared before me and acknowledged that he/she signed this instrument and acknowledged it as he/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: Sept. 18, 2003

Terri James
Printed Name: TERRI JAMES

NOTARY PUBLIC in and for the State of
Washington, residing in Dayton

STATE OF WASHINGTON)

COUNTY OF KITTITAS)ss.

I certify that I know or have satisfactory evidence that Gregory A. Maras is the individual who personally appeared before me, and said individual acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Secretary of Inland Cellular Telephone Company, in its capacity as general partner of Washington RSA No. 8 Limited Partnership, dba Inland Cellular, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: September 15, 2003

LuAnn K Stine
Printed Name: LuAnn K Stine

NOTARY PUBLIC in and for the State of
Washington, residing in South Cle Elum

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Owners: Broughton Land Company
Columbia County, State of Washington
Assessor's Tax Parcel Numbers 2-012-37-004-3000 and 2-012-37-005-8000

An access road as now established over and across the Southwest Quarter of Section 4 and the South half of the Southeast Quarter of Section 5 in Township 12 North, Range 37, East of the Willamette Meridian.

EXHIBIT A-1



EXHIBIT B STARBUCK SITE

NOT TO SCALE

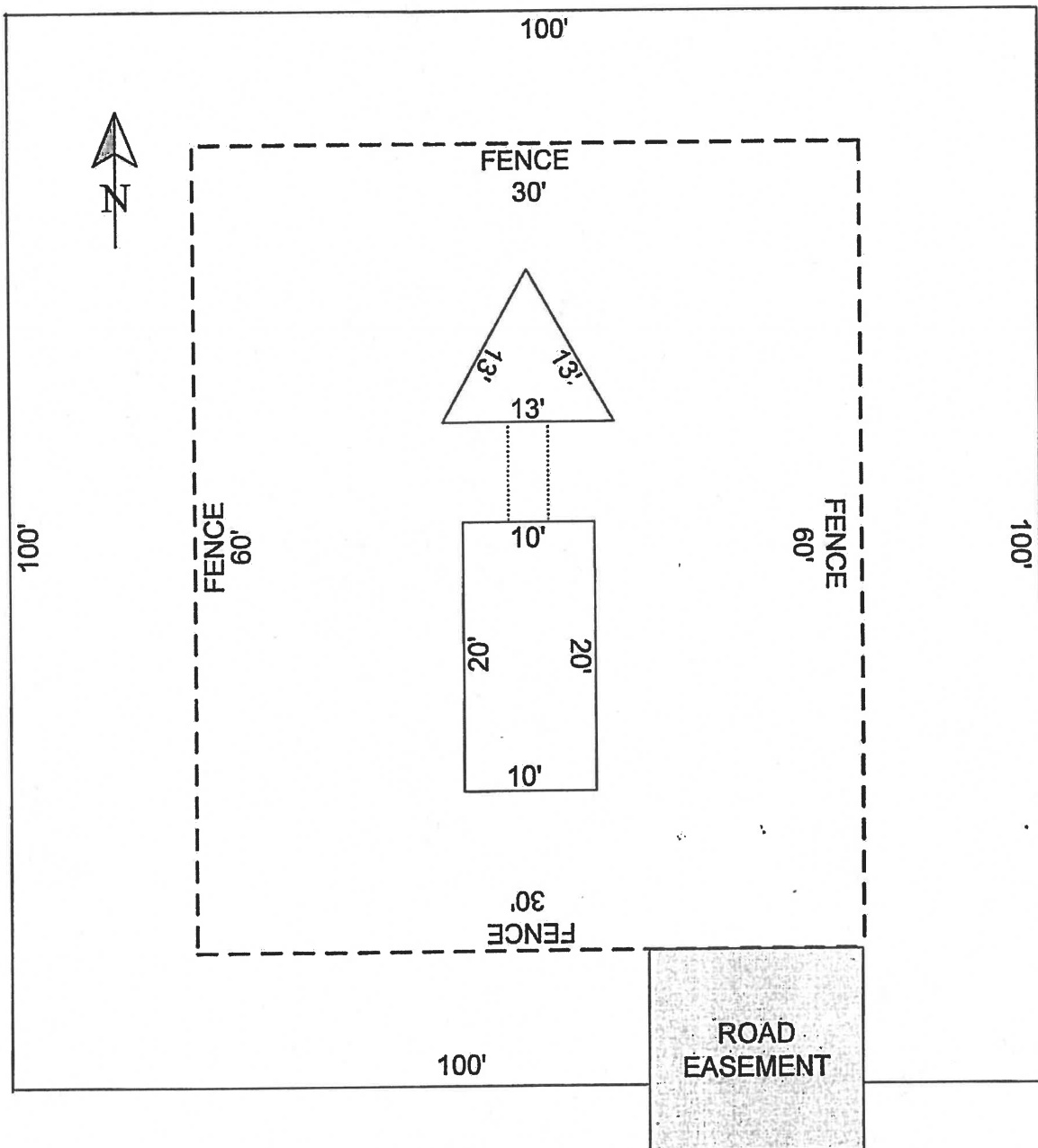
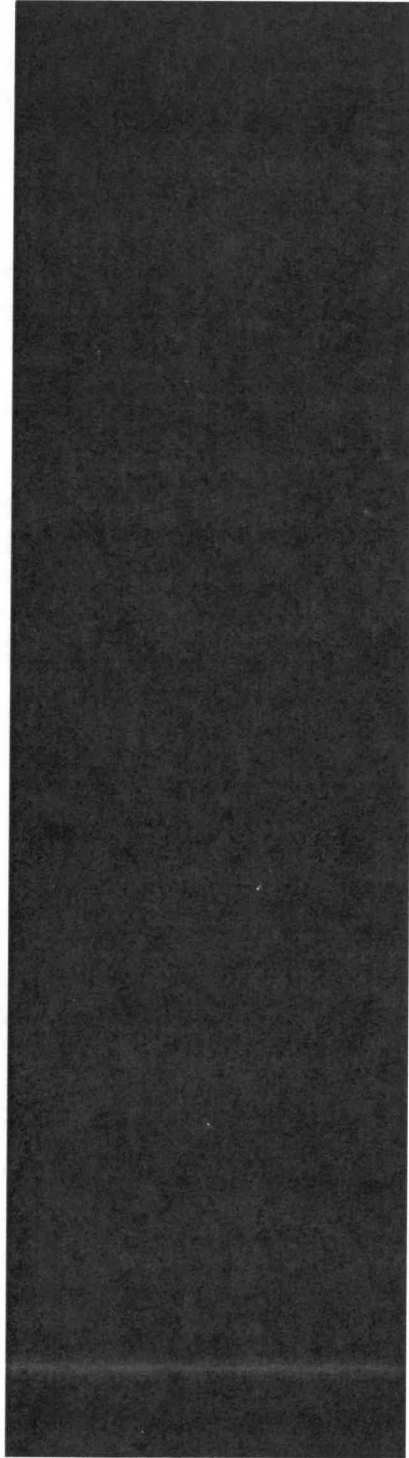
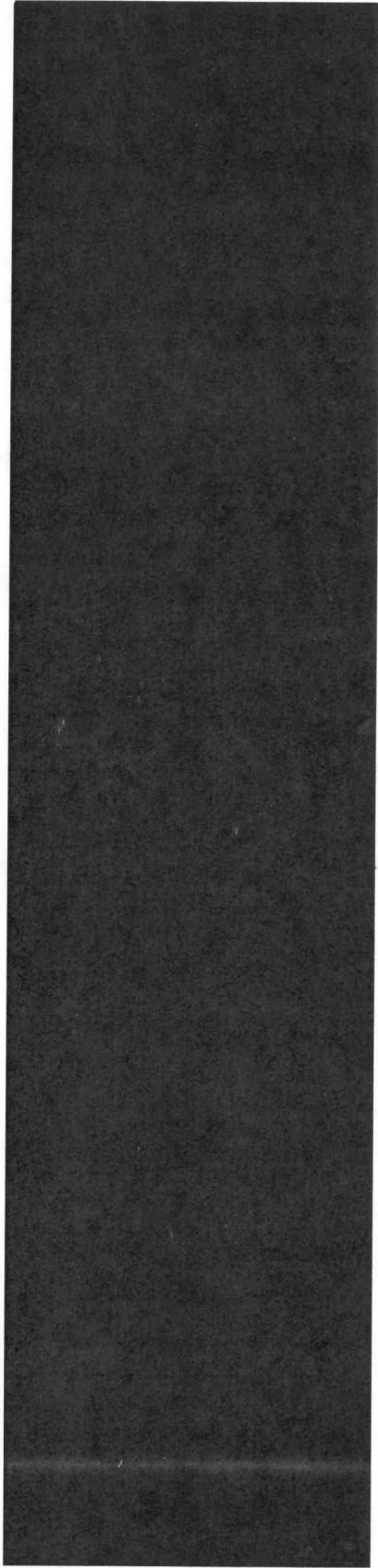


EXHIBIT C
SPECIAL RATE PLAN
INLAND CELLULAR



COPY

**FIRST AMENDMENT TO LAND LEASE AGREEMENT
STARBUCK CELL SITE**

This FIRST AMENDMENT TO LAND LEASE AGREEMENT (this "Amendment"), is effective as of the date last signed below by a party hereto ("Effective Date"), and is entered into by BROUGHTON LAND COMPANY, (the "Lessor"), and INLAND CELLULAR, a Washington limited company, as successor in interest to WASHINGTON RSA NO. 8 d/b/a INLAND CELLULAR ("Lessee"), together the "Parties," under that certain Land Lease Agreement dated July 29, 2003 (the "Lease").

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree to amend the Lease as follows:

- I. The named Lessee under the Lease shall be: "INLAND CELLULAR LLC, a Washington limited liability company."
- II. Section 1(a) of the Lease is hereby amended to expand the Cell Site to an area one hundred fifty-foot by one hundred fifty-foot (150' x 150') in size to accommodate construction of a second tower adjacent to Lessee's existing Facilities; and Exhibit B, Starbuck Site Plan, to the Lease is hereby replaced with the attached Exhibit B-1, and incorporated herein by this reference.
- III. The following sentence is hereby deleted from Subsection 3.5 and re-entered as the last sentence under Subsection 1(b) of the Lease:

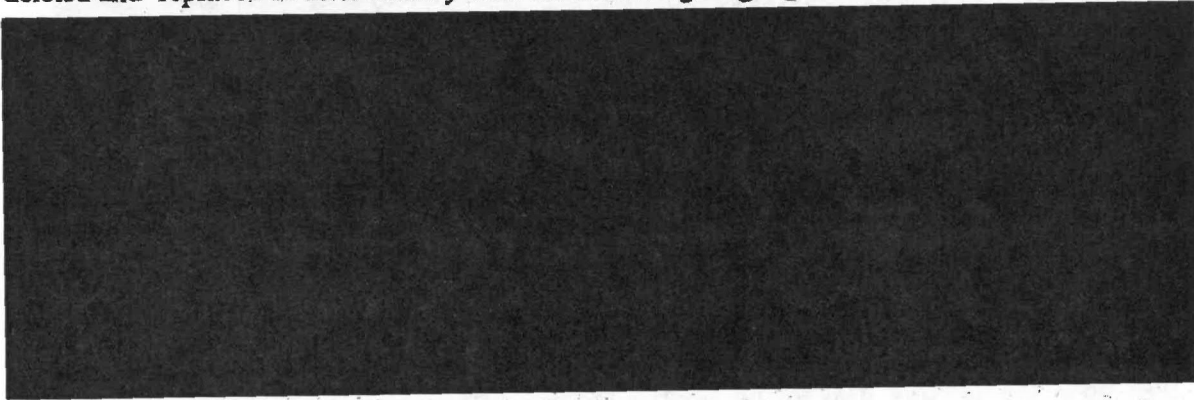
"An aerial map of the access road easement is hereby attached hereto as Exhibit A-1."
- IV. Paragraph 3 of Section 2, Term, Commencement and Expiration, of the Lease is hereby replaced in its entirety with the following language:

Beginning June 1, 2020, this Lease will be automatically renewed for eight (8) additional five (5) year terms (each a "Renewal Term"). Each Renewal Term option shall be deemed exercised and shall automatically take effect unless Lessee advises Lessor prior to the expiration of the Initial Term or any Renewal Term that Lessee does not desire to renew this Lease. Renewal Term(s) shall renew under the same terms and conditions of this Lease with the exception of rent adjustments as provided in Section 3.0 of this Lease. Notwithstanding anything to the contrary herein, Lessee may terminate this Lease upon thirty (30) days' prior written notice to Lessor if Lessee determines that the Land or the Facilities are inappropriate or unnecessary for Lessee's operations, or for any other reason not stated herein, provided Lessee pays to Lessor an early

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termination fee, as liquidated damages, in an amount equal to two (2) times the then current annual Rent.

- V. Subsections 3.1, 3.2, 3.3, and 3.4 of Section 3, Rent, of the Lease are hereby deleted and replaced in their entirety with the following language:



- VI. Exhibit C, Special Rate Plan-Inland Cellular, of the Lease is deleted.

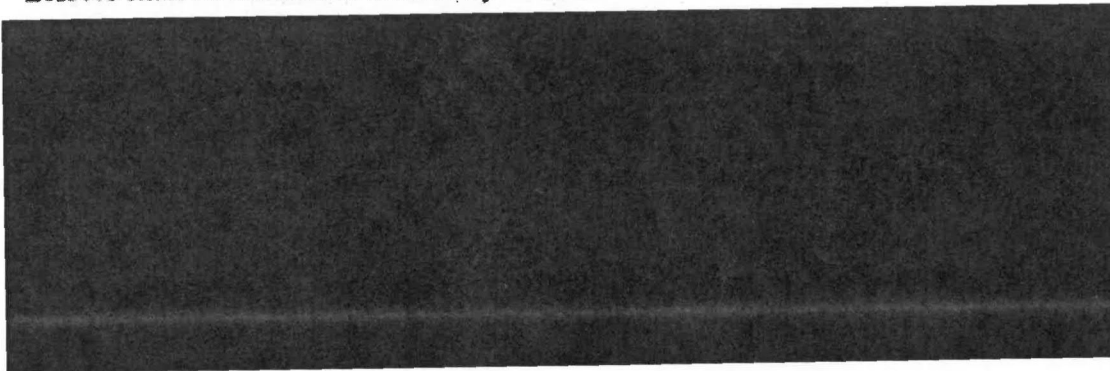
- VII. Section 7.2, Uses and Easements, of the Lease is hereby amended to now state after the last sentence:

"In addition, Lessor herein grants Lessee the right to construct within the Cell Site a second tower not to exceed two hundred feet (200') in height adjacent to Lessee's existing tower and Facilities."

- VIII. Section 10, Assignment and Subletting, of the Lease is hereby replaced in its entirety with the following language:

10.1 Assignment. Lessee may assign this Lease without the consent of, but with notice to, Lessor within thirty (30) days of said assignment.

10.2 Sub Lease. Lessee may sublease this Lease without the consent of, but with notice to, Lessor within thirty (30) days of said sublease of all or a portion of the Cell Site, together with any Easements, to other Sub-Lessees provided each such Sub-Lessee shall be bound by the same applicable terms and conditions of this Lease, other than the amount of Rent as Lessee. All rents received from Sub-Lessees shall be retained as income by Lessee.



- IX. The first paragraph of Section 16, Notices, of the Lease is hereby replaced in its entirety with the following language:

Section 16. Notices. Except as otherwise specifically set forth herein, any demand, request or notice which either Party hereto desires, or may be required to make or deliver to the other, shall be in writing and shall be deemed given when personally delivered, or when delivered by private courier service that customarily delivers on the next business day and issues receipts (such as Federal Express), or when received by facsimile then upon the delivery date to the facsimile number shown below, or when received by electronic delivery then upon the delivery date to the email addresses below, or three (3) days after being deposited in the United States mail, in registered or certified form, return receipt requested, addressed as follows:

To Lessor: Broughton Land Company
c/o Dan McKinley
PO Box 27
Dayton, WA 99328
Tel: 509-382-4421
E-Mail: btc-dan@daytonwa.net

To Lessee: Inland Cellular LLC
Legal Dept.
109 S. 1st Street
PO Box 688
Roslyn, WA 98941
Tel: 509-649-2500
E-Mail: anne@inlandcell.com
Accounts Payable: accountspayable@inlandcell.com

X. General Terms and Conditions.

a. All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Lease.

b. In case of any inconsistencies between the terms and conditions contained in the Lease and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth herein, all provisions of the Lease are ratified and remain unchanged and in full force and effect.

c. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

d. Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

The parties have executed this Amendment as of the last date signed below.

LESSOR
Broughton Land Company

Daniel B. McKinley
Daniel B. McKinley
General Manager

Date: 4-28-2020

LESSEE
Inland Cellular LLC

Nathan R. Weis
Nathan R. Weis, President
Inland Cellular Telephone Co.,
Sole Member

Date: 5-4-2020

LESSEE

STATE OF Washington)
COUNTY OF Columbia) ss.

I certify that I know or have satisfactory evidence that DANIEL B. MCKINLEY is the person who appeared before me, and said person acknowledged that he is the General Manager of Broughton Land Company, and signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



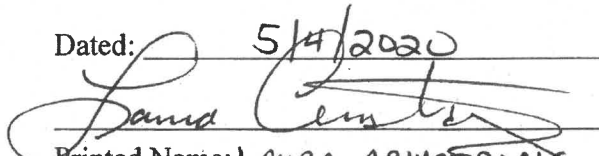
Dated: 4-28-2020
Shannon L. McMillen
Printed Name: SHANNON L. McMILLEN
NOTARY PUBLIC in and for the State of _____
Residing in DAYTON
My Term Expires: 5-29-2020

STATE OF WASHINGTON)
) ss.
COUNTY OF KITTITAS)

I certify that I know or have satisfactory evidence that NATHAN R. WEIS is the individual who personally appeared before me, and said individual acknowledged that he signed this instrument, on oath stated that he is the President of Inland Cellular Telephone Co., sole member of Inland Cellular LLC, authorized to execute the instrument and acknowledged it to be the free and voluntary act of such Party for the uses and purposes mentioned in the instrument.



Dated: 5/4/2020


Printed Name: LAURA ARMSTRONG

NOTARY PUBLIC in and for the State of
Washington, residing in ROSLYN
My Term Expires: 7/31/2023

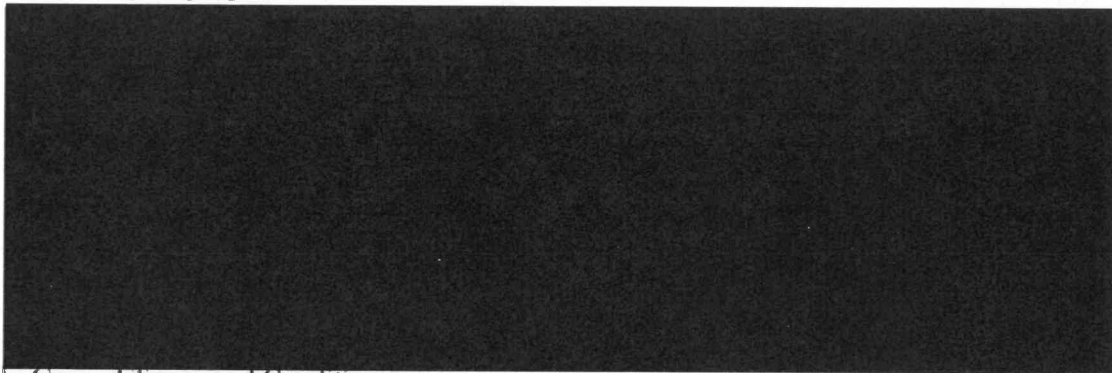
**SECOND AMENDMENT TO LAND LEASE AGREEMENT
STARBUCK CELL SITE**

This SECOND AMENDMENT TO LAND LEASE AGREEMENT (this "Amendment"), is effective as of the date last signed below by a party hereto ("Effective Date"), and is entered into by BROUGHTON LAND COMPANY, (the "Lessor"), and INLAND CELLULAR, a Washington limited company ("Lessee"), together the "Parties," under that certain Land Lease Agreement dated July 29, 2003, and amended on May 4, 2020, by the First Amendment to Land Lease Agreement (altogether the "Lease").

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree to amend the Lease as follows:

- I. Section 1(a) of the Lease is hereby amended to include a ten-foot by ten-foot (10' x 10') easement around each of the three guy-wires supporting the tower structure and which may be anchored outside the one hundred fifty-foot by one hundred fifty-foot (150' x 150') Cell Site; and Exhibit B-1, Starbuck Site Plan, to the Lease is hereby replaced with the attached **Exhibit B-2**, and incorporated herein by this reference.
- II. Section 3, Rent, of the Lease is hereby replaced and superseded in its entirety by the following language:



III. General Terms and Conditions.

a. All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Lease.

b. In case of any inconsistencies between the terms and conditions contained in the Lease and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth herein, all provisions of the Lease are ratified and remain unchanged and in full force and effect.

c. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

d. Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

The parties have executed this Amendment as of the last date signed below.

LESSOR

Broughton Land Company

Daniel B McKinley

Daniel B. McKinley
General Manager

Date: 7-7-2020

LESSEE

Inland Cellular LLC

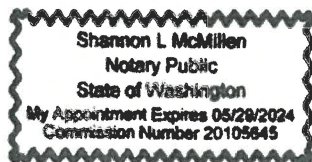
Nathan R. Weis

Nathan R. Weis, President
Inland Cellular Telephone Co.,
Sole Member

Date: 7-13-2020

STATE OF Washington)
) ss.
COUNTY OF Columbia)

I certify that I know or have satisfactory evidence that DANIEL B. MCKINLEY is the person who appeared before me, and said person acknowledged that he is the General Manager of Broughton Land Company, and signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 7/7/2020
Shannon L. McMillen
Printed Name: SHANNON L. McMillen
NOTARY PUBLIC in and for the State of WA
Residing in Douglas
My Term Expires: 5/29/2024

STATE OF WASHINGTON)
) ss.
COUNTY OF KITTITAS)

I certify that I know or have satisfactory evidence that NATHAN R. WEIS is the individual who personally appeared before me, and said individual acknowledged that he signed this instrument, on oath stated that he is the President of Inland Cellular Telephone Co., sole member of Inland Cellular LLC, authorized to execute the instrument and acknowledged it to be the free and voluntary act of such Party for the uses and purposes mentioned in the instrument.



Dated: 7/13/2020

Amy Lytton

Printed Name: Amy Lytton

NOTARY PUBLIC in and for the State of
Washington, residing in Roslyn

My Term Expires: 12/16/2023

EXHIBIT B-1

Collocation Application



INLAND CELLULAR ANTENNA CO-LOCATION APPLICATION

Thank you for your interest in collocating with Inland Cellular. Please complete this application and submit with the following applicable fee made payable to: Inland Cellular LLC. You can email the application to: anne@inlandcell.com or mail the application and fee to: Inland Cellular, Legal Dept., 109 S. 1st Street, PO Box 688, Roslyn, WA 98941. If you need assistance, please contact Inland Cellular at (509) 649-2500 Ext. 9207. THIS APPLICATION IS NOT A CONTRACT AND DOES NOT GUARANTEE TOWER SPACE. APPLICATIONS WILL EXPIRE NINETY (90) DAYS FROM THE DATE OF SUBMITTAL UNLESS A CO-LOCATION AGREEMENT IS SOONER EXECUTED WITH INLAND.

APPLICATION FEE ON TRIBAL RESERVATION: \$3500 APPLICATION FEE OFF RESERVATION: \$2500

INLAND CELLULAR CO-LOCATION APPLICATION		PHONE NUMBER
OPS CONTACT	Bob Hillweg	PHONE NUMBER
DATE OF SUBMITTAL (Required)	5/26/2020	SPECIAL PROJECT

SITE INFORMATION

INLAND SITE NAME	Starbuck	INLAND SITE NUMBER	
CUSTOMER SITE NAME	Starbuck	CUSTOMER SITE NUMBER	
ADDRESS	Fletcher Road		
CITY	Starbuck	COUNTY	Columbia
LATITUDE (DGS-MIN-SEC)	46.552828	LONGITUDE (DGS-MIN-SEC)	-118.191049
		STATE	WA

CUSTOMER CONTACT INFORMATION

CUSTOMER NAME (PARENT COMPANY)	Franklin County Washington	
CUSTOMER NOTIFICATION ADDRESS	1016 N 4th Ave	
CITY	Pasco	
STATE	WA	ZIP
		99301

	FIRM OR CONTACT NAME	TELEPHONE	FAX	E-MAIL
RF ENGINEER	Bryan Post	509-521-5053		bpost@co.franklin.wa.us
CONSTRUCTION ENGINEER				
REAL ESTATE/SITE ACQ	Bill Powell / GCCSS	253-225-5870		Bill.Powell@gccss.net
INSTALLATION CONTRACTOR	TBD			
ACCOUNTS PAYABLE				lcupples@co.franklin.wa.us
OTHER				

GROUND SPACE REQUIREMENTS

LOCATION OF CUSTOMER EQUIPMENT	INDOOR CAB NETS (Inland Building) <input checked="" type="checkbox"/>	OUTDOOR SHELTER (Customer Building) <input type="checkbox"/>	BTS Cabinet <input type="checkbox"/>
# OF RACKS/CABINET/BTS	2 Racks	SHELTER/CABINETS/BTS DIMENSIONS (hXlXw)	
LEASED GROUND SPACE DIMENSIONS (HXLXW) (N)	N/A	CONCRETE PAD DIMENSIONS (hXlXw) (N)	
ADDITIONAL GROUND SPACE REQUIREMENTS FOR GENERATOR	N/A	POWER PROVIDED BY: (CIRCLE ONE) INLAND PROVIDED <input checked="" type="checkbox"/> UTILITY COMPANY DIRECT <input type="checkbox"/>	
TELECOM/INTERCONNECT REQUIREMENTS	MICROWAVE <input checked="" type="checkbox"/> FIBER OPTICS <input type="checkbox"/>		
Generator	Applicant Approved <input type="checkbox"/> None <input checked="" type="checkbox"/>		
	Manufacturer	Make/Model	Capacity (Kw)
	Fuel Type	Tank Size	Body Type

BUILDING/SHELTER EQUIPMENT SPECIFICATIONS

Manufacturer					
Type & Model					
Type of Service					
TX Power Output					
ERP					

Average monthly power consumption (If Applicable)							
Electric Service Required (Amps/Volts)							
Combiner/#of PORTS (Applicable only if using Master Combining System)							

INLAND CELLULAR COLLOCATION APPLICATION ANTENNA FREQUENCY SPECIFICATIONS						
APPLICANT NAME						
DATE OF SUBMITTAL (Required)						
ANTENNA QUANTITY	2	1	1			
INSTALLATION STATUS - Indicate either Existing, Removing, Proposed, or Never Installed	Proposed	Proposed	Proposed			
TRANSMIT OR RECEIVE	Tx/Rx	Tx/Rx	N/A			
MANUFACTURER	Sinclair	Radiowaves	Cambium Networks			
TYPES OF ANTENNAS	4-dipole	MW dish	Radio			
MODEL #	SD214-SF2P2SNM	HP2-11	PTP820S			
ANTENNA WEIGHT (Per Antenna)	57#	27#	13.2#			
ANTENNA DIMENSIONS (hXwXd) (Indicate feet or inches)	240"Hx42.5"Wx4"D	24.5" Diam x 16.3" Deep	9"x9"x4"D			
ANTENNA MOUNT HEIGHT (FT)	80', 120'	111'	111'			
RAD CENTER AGL (FT)	80', 120'	111'	111'			
MOUNT TYPE (Flush, Platform, Pipe, T-frame, etc.)	Pipe stand-offs	Pipe	Pipe			
TOWER LEG		SW	SW			
DIRECTION of RADIATION	N/A					
TX FREQUENCY		10737.75 MHz				
RX FREQUENCY		11227.75 MHz				
ANTENNA GAIN	8 dBd	34.8 dBi				
# OF INCHES PER ANTENNA						
LINE TYPE	existing					
LINE DIAMETER	existing		Cat5			
Is equipment transmitting on unlicensed frequencies? (check box)	No	No				

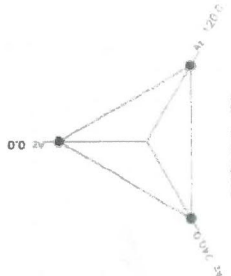
EXHIBIT B-2 (PREMISES)
TOWER ELEVATION / SITE PLAN

(to be added before signing)



GENERAL NOTES

1. ROHN PRODUCTS, LLC TOWER DESIGNS CONFORM TO ANS/TIA-222-G UNLESS OTHERWISE SPECIFIED UNDER TOWER DESIGN CRITERIA INDICATED.
2. THE DESIGN LOADING TO BE APPLIED TO THE TOWER SHALL BE PROVIDED TO ROHN BY THE CLIENT. THE DESIGN LOADING SHALL BE BASED ON THE DESIGN CRITERIA INDICATED IN THE TOWER DESIGN PROFILE. THE DESIGN LOADING SHALL BE BASED ON THE DESIGN CRITERIA INDICATED IN THE TOWER DESIGN PROFILE.
3. ANS/TIA-222-G MUST BE VERIFIED BY OTHERS PRIOR TO INSTALLATION.
4. ANTENNAS AND LINES LISTED IN TOWER DESIGN PROFILE SHALL BE PROVIDED BY OTHERS UNLESS OTHERWISE SPECIFIED.
5. STEP BOLTS WITH A SAFETY CLIMB SYSTEM ARE PROVIDED AS A CLIMBING FACILITY FOR THE INSTALLATION OF THE STRUCTURE.
6. TOWER MEMBER DESIGN DOES NOT INCLUDE STRESSES DUE TO ERECTION SINCE ERECTION EQUIPMENT AND CONDITIONS ARE UNKNOWN. DESIGN ASSUMES COMPETENT AND QUALIFIED PERSONNEL WILL ERECT THE TOWER.
7. WORK SHALL BE IN ACCORDANCE WITH ANS/TIA-222-G. STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES. THE MINIMUM YIELD STRENGTH OF STRUCTURAL STEEL SHALL BE 50 KSI, EXCEPT AS NOTED BELOW.
8. TUBULAR BRACES SHALL BE 42 KSI.
9. CHANNELS FOR TORQUE ARMS SHALL BE 36 KSI.
10. STRUCTURAL BOLTS SHALL CONFORM TO GRADE A325 PER ASTM F3125, EXCEPT WHERE NOTED.
11. PAL NUTS ARE PROVIDED FOR ALL TOWER BOLTS.
12. STRUCTURAL STEEL AND CONNECTION BOLTS SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ANS/TIA-222-G.
13. PURCHASER SHALL VERIFY THE INSTALLATION IS IN CONFORMANCE WITH LOCAL, STATE, AND FEDERAL REQUIREMENTS FOR OBSTRUCTION MARKING AND LIGHTING.
14. IT SHALL BE THE RESPONSIBILITY OF THE ERECTOR TO TEMPORARILY GUY THE STRUCTURE WHEN REQUIRED DURING ERECTION TO MAINTAIN STRUCTURAL INTEGRITY AND PREVENT OVERLOADING AND MEMBER BUCKLING.
15. DESIGN ASSUMES THAT, AS A MINIMUM, MAINTENANCE AND INSPECTION WILL BE PERFORMED OVER THE LIFE OF THE STRUCTURE IN ACCORDANCE WITH ANS/TIA-222-G.
16. ALL ANTENNA MOUNTS AND / OR SECTOR FRAMES PROVIDED BY OTHERS.
17. FOUNDATIONS SHALL BE DESIGNED TO SUPPORT THE REACTIONS SHOWN FOR THE CONDITIONS EXISTING AT THE SITE.

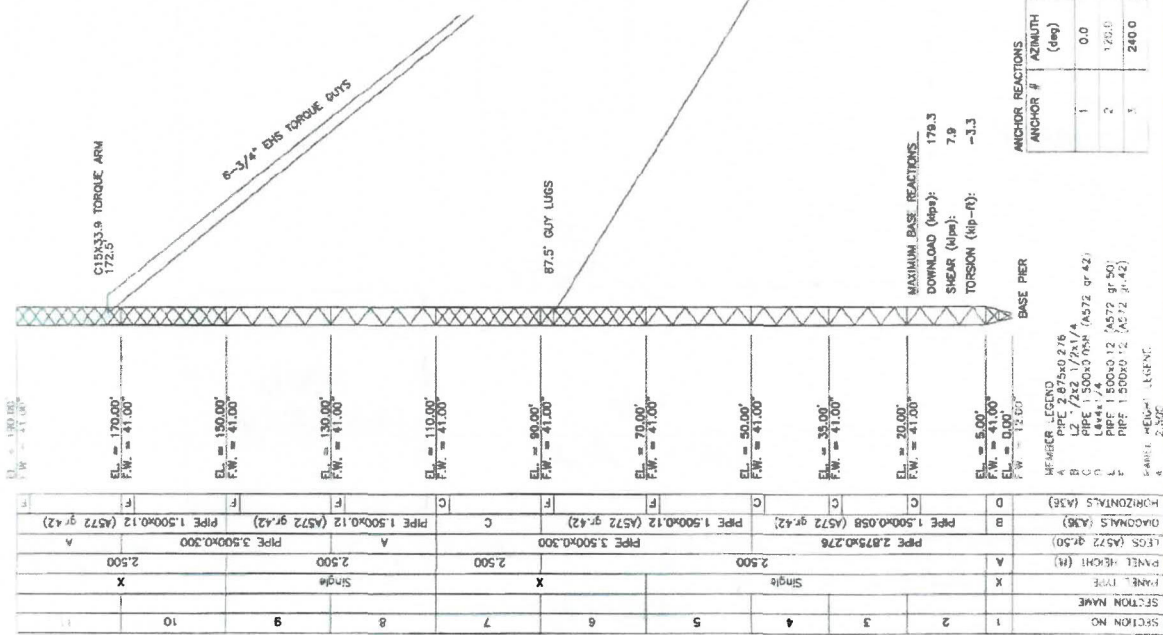


TOWER DESIGN LOADING

DESIGN WIND LOAD PER ANS/TIA-222-G USING THE FOLLOWING DESIGN CRITERIA:
ASCE 7-15 MINUTE WIND SPEED (NO ICE): 101 MPH
BASIC WIND SPEED (WICE): 40 MPH PER ASCE 7-16
DESIGN ICE THICKNESS: 1.00" PER ASCE 7-16
EXPOSURE CATEGORY: C

STRUCTURE CLASS: II
TOPOGRAPHIC CATEGORY: 5 (PER ASCE 7-16 SECTION 26.8.1)
TYPE OF FEATURE: 2-D ESCARPMENT
CREST HEIGHT OF FEATURE ABOVE SURROUNDING TERRAIN (H): 435 FT.
DISTANCE OF STRUCTURE FROM CREST OF FEATURE (X): 473 FT.
DISTANCE UPWIND OF CREST FROM HALF HEIGHT OF FEATURE (LH): 1,112 FT.
EARTHQUAKE SPECTRAL RESPONSE ACCELERATION: S_s: 0.339, S₁: 0.125, SITE CLASS: D
THIS STRUCTURE HAS BEEN DESIGNED TO SUPPORT THE FOLLOWING LOADS:

ELEVATION (FT)	ANTENNA LOADING	LINE SIZE (NOM)
TOP	LIGHTNING ROD	
TOP	25,000 SQ-IN [174 SQFT] MAX EPA	(12) 1-5/8"
180	25,000 SQ-IN [174 SQFT] MAX EPA	(12) 1-5/8"
170	25,000 SQ-IN [174 SQFT] MAX EPA	(12) 1-5/8"
160	25,000 SQ-IN [174 SQFT] MAX EPA	(12) 1-5/8"
120	(1) SD214-SF2P25MM ANT. LEG MTD	(1) 1-5/8"
111	(1) HP2 DISH(1) PTP2005 2' DISH LEG MTD, 6 GHZ, AZ 0 & 120 DEG.	(1) EW63 & (1) CAT5
100	(1) 4 FT HP DISH [AZ. 0 DEG] [6 GHZ]	(1) 1-5/8"
90	(1) 2 FT HP DISH [AZ. 120 DEG] [6 GHZ]	(1) 1-5/8"
80	(1) 4 FT HP DISH [AZ. 240 DEG] [6 GHZ]	(1) 1-5/8"
80	(1) SD214-SF2P25MM ANT. LEG MTD [AZ. 240 DEG] [6 GHZ]	(1) 1-5/8"
70	(1) 2 FT HP DISH [AZ. 0 DEG] [6 GHZ]	(1) 1-5/8"
60	(1) 4 FT HP DISH [AZ. 120 DEG] [6 GHZ]	(1) 1-5/8"
50	(1) 2 FT HP DISH [AZ. 240 DEG] [6 GHZ]	(1) 1-5/8"



MAXIMUM BASE REACTIONS

DOWNLOAD (kips):	179.3
SHEAR (kips):	7.9
TORSION (kip-ft):	-3.3

ANCHOR REACTIONS

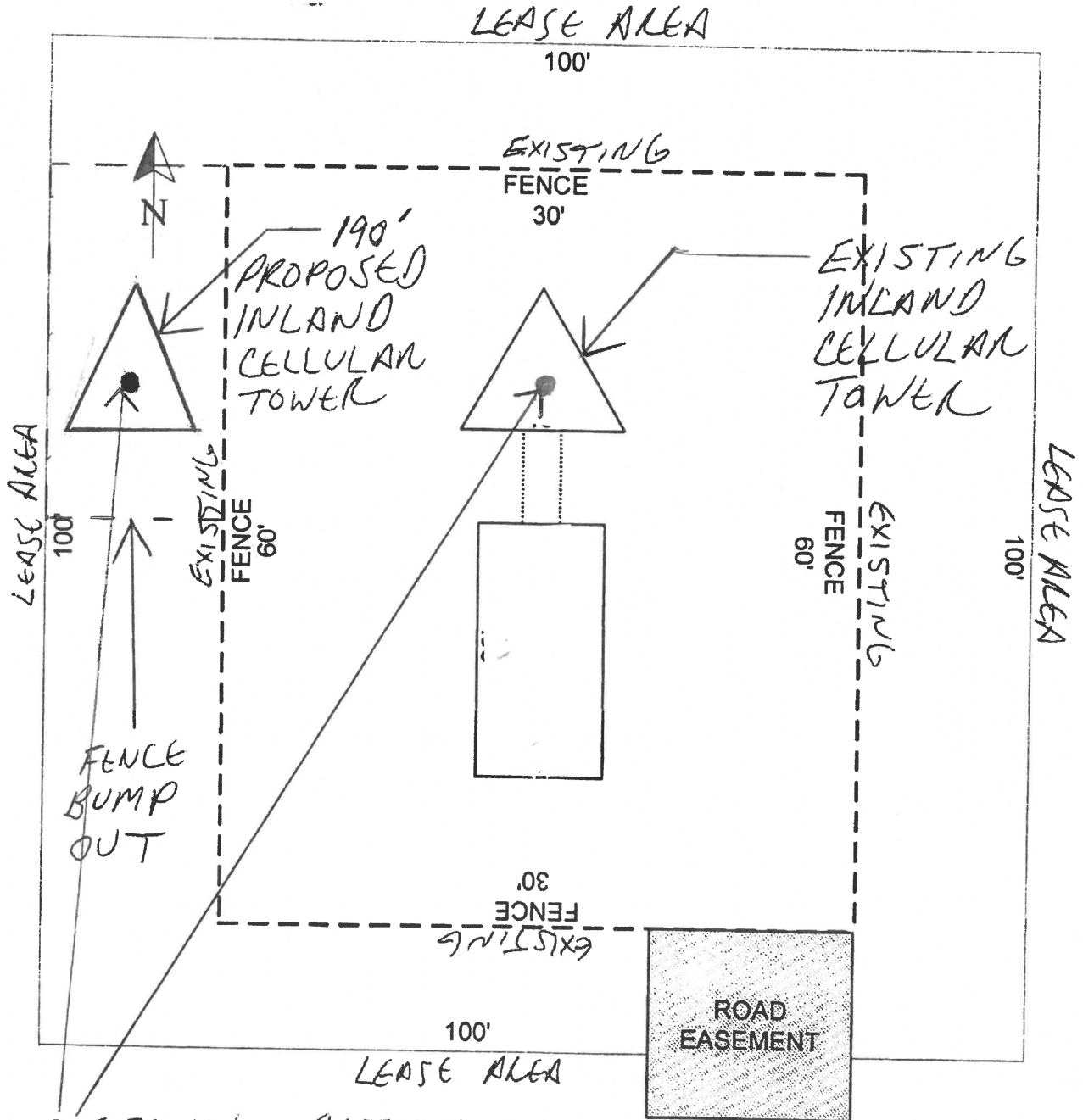
ANCHOR #	AZIMUTH (deg)	ELEVATION (ft)	HORIZ. LOAD (kips)	VERT. LOAD (kips)	AXIAL LOAD (kips)	ANGLE (deg)
1	0.0	0.00	88.8	62.12	66.52	45.02
2	120.0	-7.20	59.83	64.10	97.69	48.38
3	240.0	-4.00	60.53	63.64	87.83	48.44

BASE PIER

MEMBER REACTION	REMARKS
DOWNLOAD (kips)	179.3
SHEAR (kips)	7.9
TORSION (kip-ft)	-3.3

STARBUCK SITE

NOT TO SCALE



DISTANCE BETWEEN CENTER OF TOWERS
APPROX. 30'

EXHIBIT C
MEMORANDUM OF CO-LOCATION AGREEMENT
(as to form only)

After Recording Return to:

MEMORANDUM OF CO-LOCATION AGREEMENT

CELL SITE

THIS MEMORANDUM OF CO-LOCATION AGREEMENT ("Memorandum") is entered into and effective as of this _____ day of _____, 2020, by and between the following parties:

OWNER: Inland Cellular LLC, a Washington limited liability company

USER:

ABBREVIATED

LEGAL DESCRIPTION:

TAX PARCEL NO.:

This Memorandum of Co-Location Agreement ("Memorandum") evidences that a Co-Location Agreement ("Agreement") was entered into on _____, 2020, by and between _____ ("User"), and Inland Cellular LLC, a Washington limited liability company ("Owner"), granting to User a leasehold interest in a portion of the real property located near the town of _____, _____ County, State of _____, as legally described above (the "Land"), together with a right of access to maintain and install certain wireless communication facilities and associated utilities upon the Land, including space on Owner's telecommunications tower (collectively, the "Premises"). The

Initial Term of the Agreement is for a period of five (5) years, commencing as set forth in the Agreement, which term shall be automatically extended for up to four (4) periods of five (5) years each, unless User elects not to renew and provides Owner with notice of such non-renewal as required in the Agreement.

This Memorandum is solely to evidence the existence of the Agreement between the parties and in no way modifies the Agreement.

IN WITNESS of the foregoing provisions, the parties have signed this Memorandum below:

OWNER:

Inland Cellular LLC,
a Washington limited liability company

By: _____

Name: Nathan R. Weis

Title: President, Inland Cellular Telephone Company, a Washington corporation

Its: Sole Member

Date: _____

USER:

By: _____

Name: _____

Title: _____

Date: _____

[Notary block for Owner]

STATE OF WASHINGTON)
) ss.
COUNTY OF KITTITAS)

I certify that I know or have satisfactory evidence Nathan R. Weis, President of Inland Cellular Telephone Company, sole member of Inland Cellular LLC, a Washington limited liability company, known as the person(s) who appeared before me, and said person(s) acknowledged that said person(s) signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2020.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

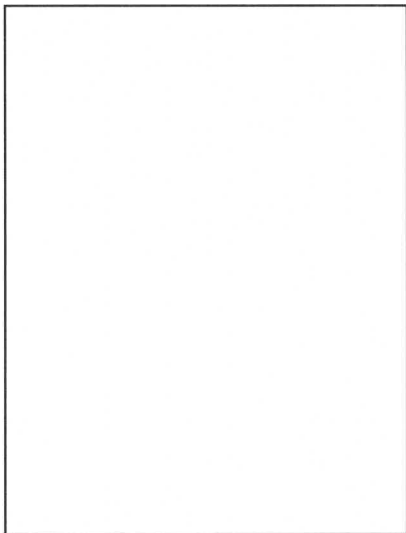
Notary public in and for
the State of _____
residing at _____
My appointment expires _____

[Notary block for User]

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged her/him as the _____ of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____ ,



Notary Public

Print Name _____

My commission expires _____

(Use this space for notary stamp/seal)

After Recording Return to:
Franklin County
Attn: Director Information Services
1016 N 4th Ave
Pasco, WA 99301

MEMORANDUM OF CO-LOCATION AGREEMENT

STARBUCK CELL SITE

THIS MEMORANDUM OF CO-LOCATION AGREEMENT ("Memorandum") is entered into and effective as of this _____ day of _____, 2020, by and between the following parties:

OWNER: Inland Cellular LLC, a Washington limited liability company

USER: Franklin County, a Washington Municipal Corporation

ABBREVIATED

LEGAL DESCRIPTION: Northwest Quarter of Section 4, Township 12 North, Range 37 East, W.M., Columbia County, Washington.

TAX PARCEL NO.: 2-012-37-004-3000

This Memorandum of Co-Location Agreement ("Memorandum") evidences that a Co-Location Agreement ("Agreement") was entered into on _____, 2020, by and between Franklin County, a Washington Municipal Corporation ("User"), and Inland Cellular LLC, a Washington limited liability company ("Owner"), granting to User a leasehold interest in a portion of the real property located near Fletcher Road, Dayton, Columbia County, Washington, as legally described on **Exhibit A** attached hereto (the "Land"), together with a right of access to maintain and install certain wireless communication facilities and associated utilities upon the Land, including space on Owner's telecommunications tower (collectively, the "Premises"). The Initial Term of the Agreement is for a period of five (5) years, commencing as set forth in the Agreement, which term shall be automatically extended for up to four (4) periods of five (5) years each, unless User elects not to renew and provides Owner with notice of such non-renewal as

required in the Agreement.

This Memorandum is solely to evidence the existence of the Agreement between the parties and in no way modifies the Agreement.

IN WITNESS of the foregoing provisions, the parties have signed this Memorandum below:

OWNER:

Inland Cellular LLC
a Washington limited liability company

By: Nathan R. Weis

Name: Nathan R. Weis

Title: President, Inland Cellular Telephone Company, a Washington corporation

Its: Sole Member

Date: 12-10-2020

USER:

Franklin County
a Washington Municipal Corporation

By: _____

Name: _____

Title: _____

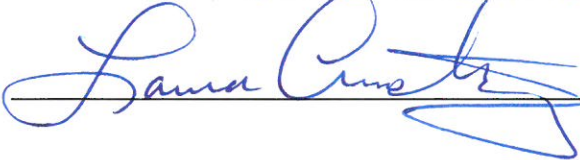
Date: _____

[Notary block for Owner]

STATE OF WASHINGTON)
) ss.
COUNTY OF KITTITAS)

I certify that I know or have satisfactory evidence Nathan R. Weis, President of Inland Cellular Telephone Company, sole member of Inland Cellular LLC, a Washington limited liability company, known as the person(s) who appeared before me, and said person(s) acknowledged that said person(s) signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 10th day of December, 2020.



(Signature of Notary)

LAURA ARMSTRONG

(Legibly Print or Stamp Name of Notary)

Notary public in and for
the State of WASHINGTON
residing at ROSLYN
My appointment expires 7/31/2023



[Notary block for User]

STATE OF WASHINGTON)
) ss.
COUNTY OF FRANKLIN)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged her/him as the _____ of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

EXHIBIT A

LAND

The Southwest Quarter, the South half of the Northwest Quarter, the Northwest Quarter of the Northwest Quarter of Section 4, Township 12 North, Range 37 East, W.M., Columbia County, Washington.

Tax Parcel # 2-012-37-004-3000