

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: AUTHORIZING APPROVAL OF KAHLOTUS T-MOBILE TOWER SITE LICENSE CONTRACT BETWEEN FRANKLIN COUNTY, A MUNICIPAL COOPERATION OF THE STATE OF WASHINGTON AND T-MOBILE WEST LLC, A DELAWARE LIMITED LIABILITY COMPANY

WHEREAS, Franklin County leases real property owned by Harder Farms, Inc parcel identity 102094012 in Kahlotus Washington, pursuant with Hardsburg Tower Site Lease Agreement, Resolution 2021-003; and

WHEREAS, T-Mobile West LLC desires to lease space on Franklin County’s leased property and communications tower, to provide cellular services; and

WHEREAS, Franklin County Emergency Communications Fund 13902 will receive revenue of \$1900 monthly, which increases 3% yearly and will auto renew every five years through November 2041; and

WHEREAS, pursuant to R.C.W. 36.0 1.010 and R.C.W. 36.32. 120 the legislative authority of each county is authorized to enter into contracts on behalf of the County and ensure the care of county property and management of county funds and business; and

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

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves of the attached Kahlotus T-Mobile Tower Site License contract; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of County Commissioners is hereby authorized to sign the attached referenced document titled Kahlotus T-Mobile Tower Site License between Franklin County and T-Mobile West LLC;

APPROVED this _____ day of _____ 2021.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chair

Attest:

Chair Pro Tem

Clerk to the Board

Member

Kahlotus T-Mobile Tower Site License

Contract ID: – Kahlotus - T-Mobile Colocation

Between

Franklin County

And

T-Mobile West LLC

KAHLOTUS T-MOBILE TOWER SITE LICENSE

Site Name: Kahlotus
Franklin County APN: 102094012
County: Franklin
State: Washington
Coordinates: 46.638680, -118.561216

This Kahlotus T-Mobile Tower Site License ("**License**") is effective as the date last signed by both parties ("**Effective Date**"), and is entered into by and between Franklin County, a municipal corporation of the State of Washington, ("**Licensor**") and T-Mobile West LLC, a Delaware limited liability company ("**Licensee**"). Licensor and Licensee are at times herein collectively referred to as "Parties" or individually as a "Party."

RECITALS

WHEREAS, situated near the City of Kahlotus, Franklin County, Washington is that certain real property identified on Exhibit A –Property attached hereto ("**Property**"), owned by Harder Farms, Inc. ("**Prime Lessor**"); and

WHEREAS, pursuant to that certain "*Hardersburg Tower Site Lease Agreement*" dated January 21, 2005, as amended (the "**Prime Lease**") Licensor leases certain portions of the Property from the Prime Lessor as such portions are generally described on Exhibit B – Site Plan (the "**Site**"), attached hereto; and

WHEREAS, the Site contains, in part, a communications tower ("**Tower**") owned by Licensor; and

WHEREAS, Licensee desires to license from Licensor, and Licensor is willing to license to Licensee, space on certain portions of the Tower, and other portions of the Site, and other rights, privileges, and obligations, all as defined herein.

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

1. **PREMISES.**

1.1. **Premises.** Licensor hereby licenses to Licensee those certain locations within the Site for the placement of Licensee's ground-based equipment specifically shown on Exhibit B-1 - Ground Premises ("**Ground Premises**") with a maximum elevation of twelve feet (12'), and only those certain locations on the Tower, as shown on Exhibit B-2 – Tower Premises ("**Tower Premises**") containing only that equipment described on Exhibit B-3 - Permitted Equipment (the "**Permitted Equipment**"), all attached hereto and incorporated herein. The Tower Premises and Ground Premises may be collectively referred to herein as the "Premises."

1.2. **Right-of-Way.** In addition to and separate from the Premises, Licensor grants to Licensee a non-exclusive right to reasonable access on foot or motor vehicle along the existing road and for access to utility services (“**Right-of-Way**”), as described and depicted in Exhibit B-4 –Right-of-Way. Conditions and procedures for using the Right-of-Way are set forth in the SIOP (defined below).

2. **TERM.** The initial term of this License shall be five (5) years (“**Initial Term**”), commencing on the earlier of (i) the date of commencement of Licensee’s installation on the Premises (in which case Licensee agrees to provide a satisfactory written acknowledgement of the Commencement Date prior to any on-site installations or preparatory work), or (ii) October 1, 2021 (the “**Commencement Date**”).

2.1. **Renewal Terms.** Provided that Licensee is in good standing, and not in Default (defined in Section 9 - Default) this License shall automatically extend for four (4) renewal terms of five (5) years each (each a “**Renewal Term**”) unless Licensee notifies Licensor in writing of its intent not to renew, no less than ninety (90) days prior to the end of the then-current term. Each Renewal Term shall commence immediately following the expiration of the prior term and shall expire at midnight sixty (60) months from the commencement of such Renewal Term.

2.2. **Holdover.** If upon expiration of the last Renewal Term, an additional extension to this License has not been executed, and if neither Party has delivered to the other a written notice of their intention not to renew this License, this License shall automatically renew on a month-to-month basis (such occupancy, the “**Holdover Term**”). Licensee shall continue to occupy the Premises in accordance with the terms and conditions of this License during the Holdover Term, provided that Licensee shall pay a License Fee in the amount equal to One Hundred Fifty percent (150%) of the License Fee owed during the most recently expired Renewal Term (“**Holdover Fee**”), which shall continue to escalate in accordance with the terms of this License.

2.2.1. During any such Holdover Term, either Party may terminate this License for any reason or no reason by delivering to the other Party a notice of intent to terminate the License upon thirty (30) days’ notice. The Initial Term, Renewal Term(s), and Holdover Terms (if any) are collectively referred to as the “**Term**” of this License.

3. **LICENSE FEE AND OTHER FEES.** Commencing on the Commencement Date, the amount owed for the first year of this License shall be One Thousand Nine Hundred and No/100 (\$1,900) per month, (“**License Fee**”), payable in advance, on or before the fifth (5th) calendar day of each month without demand, with partial months prorated.

3.1. Commencing on each anniversary thereafter, the License Fee shall increase by an amount equal to three percent (3%) of the then current License Fee.

3.2. Beginning as of the Effective Date, Licensee shall reimburse to Licensor any and all fees assessed by, or owed to, the Prime Lessor or others, that have been paid by Licensor for Licensee’s use and operations upon the Premises including, without limitation, fees owed to the Prime Lessor (“**Colocation Fees**”) as specified in the Prime Lease effective as of the

Effective Date for Licensee's use of the Property. Licensee shall not be subject to amended Colocation Fees without Licensee's agreement, in writing, to such increase. Licensor shall not be obligated to refund any portion of such fees in the event Licensee terminates the License prior to the conclusion of a complete year.

3.3. All License Fee and any other payments owed under this License shall clearly reference "*Kahlotus T-Mobile Tower Site License*", and shall be made payable to Licensor at the following address, or to any other payee and/or address that Licensor may designate by delivery of notice to Licensee at least thirty (30) calendar days in advance of any License Fee or other payment due date ("**Payment Address**"), in writing:

**Franklin County
Emergency Communications
1016 North 4th Avenue, B219
Pasco, WA 99301-3706**

3.4. If any sum due to the Licensor under this License, including, without limitation, License Fee, is not paid within ten (10) calendar days of such amount being due, and proper notice has been provided by Licensor as required under Section 9.1, without limiting Licensor's other rights available herein and at law, such amounts shall automatically incur a late fee equal to ten percent (10%) of the past-due amount and, such amount together with the late fee shall bear interest, compounding monthly at two percent (2%) per month for each month, or portion thereof, that such payment remains past due. Licensee shall also reimburse Licensor for any costs associated with collecting the past due amount.

3.5. **Other Fees and Costs.** Except as to License Fees, any amounts owed to Licensor by Licensee under this License shall be due and payable in full within thirty (30) calendar days of receipt of Licensor's invoice, including, without limitation, the following:

3.5.1. Administrative/Management Costs. Intentionally deleted.

3.5.2. Structural Modification Costs. In addition to any other requirements contained herein, or that may reasonably be required by Licensor, Licensee shall pay for all upgrade costs made necessary by any proposed Licensee modifications, repairs, replacements or other alterations to keep the structural capacity of the Tower at less than One Hundred percent (100%) stress levels as determined by a structural analysis completed using the current revision of ANSI/EIA/TIA-222, as such standards may be revised, replaced, or modified from time to time.

3.5.3. Taxes. Licensee shall reimburse Licensor for any personal property tax paid for by Licensor which is solely and directly attributable to the presence or installation of Tenant's Antenna Facilities during the Term. Licensor shall provide notice of any tax or assessment within fifteen (15) days for which Tenant is liable in whole or in part. Tenant shall have the right to challenge any tax or assessment and Licensor shall cooperate with Tenant regarding such challenge..

3.5.4. Utilities. Licensee is required to pay for all utility services and fees necessary for the operation of its equipment. All utilities shall be metered separately

from Licensor, and billed directly to Licensee. During the initial installation of Licensee's equipment on the Site, and at Licensee's sole cost and expense, Licensor will grant to Licensee and the utility providers (as appropriate) such Rights of Way within the Site as are reasonably required by Licensee or the utility companies and backhaul providers in order to provide utility service required by Licensee for its intended use of the Premises, in such locations and using means and methods approved in advance and in writing by Licensor. Any upgrades required to the utility equipment on the Property, including, conductors, transformers, conduit, etc. required to facilitate Licensee's needs shall be at Licensee's sole cost and expense. In no event will Licensor be responsible for any loss of any utility service to the Premises.

3.5.5. Reimbursements. Licensee shall reimburse Licensor for any amounts paid by Licensor for the performance of Licensee's obligations including maintenance and repairs directly attributable to Licensee's use. Licensee shall also reimburse Licensor for any costs, fees, or other expenses incurred by Licensor in the review, supervision, and/or implementation of any request from Licensee that requires, in Licensor's sole discretion, the use of any legal counsel, accounting or other professional service provider, expert or consultant not to exceed One Thousand, Five Hundred and No/100 Dollars (\$1,500) per request (the "Reimbursement Limit") unless Licensee authorizes additional amounts in writing or via email. Notwithstanding anything to the contrary contained herein, Licensor shall not be obligated to perform any work and/or incur costs in excess of the Reimbursement Limit should Tenant not authorize additional amounts to reimburse Licensor for costs in excess of the Reimbursement Limit.

4. PERMITTED USE. Provided that Licensee is or becomes compliant with the terms and conditions of this License, Licensee shall be entitled to install, operate, repair, and maintain its equipment on the Premises for the purposes of operating an unmanned wireless communications facility. Licensor makes no warranties or representations regarding the suitability of the Premises to support Licensee's equipment or use. Licensee accepts the Premises in "as-is" condition throughout the term of this License. All Permitted Equipment and other personal property installed by Licensee on the Property shall remain Licensee's personal property and are not fixtures.

5. ACCESS. Except as otherwise described below, Licensee shall be granted access to the Premises at all times, upon forty-eight (48) business hours advance notice to Licensor by calling or emailing the contacts specified in Section 11- Notice below, as same may be updated and/or modified from time to time. In the event of an "Emergency", defined as a situation that causes or threatens to cause harm to person or property or failure of critical equipment that causes a network outage at the Premises, Licensee may immediately access the Premises, provided that Licensee shall notify Licensor of Emergency access no later than twenty-four (24) hours after the occurrence.

5.1. Road Closure. Licensor reserves the right to temporarily close the road for safety or maintenance reasons, upon reasonable written notice to Licensee. During times that the Right-of-Way is not open, or when use of the Right-of-Way may reasonably cause damage to same, Licensee must obtain Licensor's prior written approval to open the road or use alternate routes, or method and details for opening the road, which may include plowing snow and rocking portions of the road that may be impassable. When Licensee opens the

road, Licensee shall do so at Licensee's sole cost, expense, and liability and in doing so, Licensee shall not damage the roadways or any portions of the Property and/or Site.

5.2. Repairs. Licensee agrees that at all times it will immediately repair and/or restore damages or wear caused as a result of Licensee's use of the Right-of-Way to a condition satisfactory to Licensor, provided, however, that no improvements to the road, including but not limited to road widening, and/or road straightening, shall be made without the prior written consent of Licensor.

5.3. Force Majeure. Licensee, Licensor and Prime Lessor have no obligation to restore the Right-of-Way for remediating acts of nature and other conditions beyond their control.

5.4. Site Installation and Operating Practices. Licensee shall access the Premises and permitted portions of the Property and install, operate and maintain the Premises in a manner consistent with the Site Installation and Operating Practices ("SIOP") attached as Attachment A – Site Installation and Operating Practices. Licensor shall have the right to make reasonable changes to the SIOP from time to time to ensure safe, interference-free and low maintenance operation by Licensor, Licensee and other licensees on the Site. The revised SIOP shall be effective thirty (30) days after notice has been given to Licensee as provided herein, and at such time, the revised SIOP shall be incorporated into and be considered part of, this License. In the event of a discrepancy between this License and the SIOP, the License shall control.

5.5. Governmental Approvals. Licensee's use of the Property including the Premises and its personnel shall, at Licensee's sole cost and expense, comply with all applicable laws, rules, regulations, guidelines, policies and ordinances now or hereafter enacted by any governmental authority or administrative agency having jurisdiction. Licensee shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and permits required for Licensee's use of the Premises.

6. **INSTALLATION, MODIFICATION AND OPERATION**. Licensee shall, at its sole cost and expense operate and maintain the equipment on the Premises as permitted herein. All work performed by Licensee or on Licensee's behalf on the Premises or Right-of-Way shall be carried out in accordance with established engineering standards and by personnel, contractors and subcontractors, agents, or representatives fully trained, certified, accredited and in good standings in their field. Notwithstanding anything to the contrary contained herein, any construction to the Premises shall be coordinated with Licensor and conducted so as not to create an unsafe or dangerous condition or unduly interfere with the conduct of any other activities at the Site.

6.1. Ground Premises. Within the Ground Premises, Licensee may make any changes desired by Licensee without Licensor's consent, provided that such changes are wholly contained within the Ground Premises.

6.2. Right-of-Way; Tower Premises. Within the Tower Premises, Licensee may repair and make like-for-like exchanges of equipment at any time. Notwithstanding the foregoing, for any modification to Licensor's equipment within the Right-of-Way that requires opening trenches or installing new utilities, or within the Tower Premises that increase the size, weight, or wind loading of the equipment on the Tower Premises, Licensee must

obtain Licensor's advance written approval, such approval not to be unreasonably withheld or delayed, but may be reasonably conditioned.

6.3. Removal of Equipment. Licensee may remove any portion of Licensee's personal property from the Premises without Licensor's consent.

6.4. Licensor's Inspection and Repairs. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, Licensor reserves the right, without any obligation to do so, to inspect the Site from time to time, including the Right-of-Way and Premises, and may make any necessary repairs, modifications, additions or replacements to the Site, including the Premises, Tower or Right-of-Way, and perform any work that may be necessary (i) to prevent interference, waste or deterioration, (ii) for safety reasons, (iii) to comply with applicable laws and regulations, or (iv) to perform any obligations of Licensee should it fail to do so as required herein. Licensor reserves the right to replace or rebuild the Site, or other structures on the Site within Licensor's sole discretion. Licensor may temporarily restrict access to the Right-of-Way and the Site, in Licensor's sole discretion, for a reasonable amount of time necessary to conduct maintenance and repairs.

6.5. Safety Measures. In the event that Licensor determines, in Licensor's sole discretion, that maintenance is required on the Tower, or to Licensor's or other sublicensee's equipment thereon, Licensee shall temporarily power down its equipment within twenty-four (24) hours of receipt of notice from Licensor and shall restore power only when Licensor notifies Licensee that maintenance is complete and it is safe to return power. Licensor shall coordinate the timing of such with Licensee to minimize the interruption of service. In the event of an emergency where there is a probable risk of harm or injury to persons or property, to be reasonably determined by Licensor, Licensee shall immediately power down Licensee's equipment. Should Licensee fail to immediately power down Licensee's equipment, or should Licensee fail to provide a valid emergency contact number on the Ground Premises, Licensor may, without obligation, take any corrective measures Licensor deems necessary to resolve the emergency, including, without limitation, terminating power to Licensee's equipment, or securing the equipment causing or threatening to cause such harm, damage, or risk of same.

6.6. Relocation of Permitted Equipment. In the event Licensor determines, in Licensor's sole discretion that maintenance is required to the Tower that requires relocation of all or part of Licensee's Permitted Equipment; upon request by Licensor, and within ninety (90) calendar days of such request, Licensee shall, at Licensee's sole cost and expense, relocate, either permanently or temporarily, such Permitted Equipment to another location on the Tower or to a Licensee-provided temporary structure located on the Site. Within thirty (30) calendar days of receipt of Licensor's notice of completion of such maintenance, Licensee shall relocate the Permitted Equipment to the Tower Premises. Licensee shall be allowed during the time it is required to relocate to install and maintain on the Site a Cell on Wheels ("COW"), at a mutually agreeable location, so that it can still provide service to its customers.

7. ASSIGNMENT AND SUB-LICENSING. This License or Licensee's rights hereunder, may only be wholly assigned or transferred by Licensee to Licensee's parent, or a wholly owned subsidiary of Licensee's parent, or an entity which purchases more than fifty percent (50%) of all

the assets and liabilities of Licensee with advanced written notice to Licensor. As to other parties, this License and all or any of Licensee's rights hereunder may not be sold, assigned, sub-licensed or transferred, in whole or in part, by Licensee without the prior written consent of Licensor, which shall not be unreasonably withheld in the sole and absolute discretion of Licensor.

8. **INTERFERENCE.**

8.1. **Licensee's Interference.** Licensee's use of the Premises or other portions of the Property (i) shall not physically or electronically interfere with (a) Licensor's access, operations or the equipment of Licensor or (b) Licensor's other licensees and/or sub-licensees on the Site with pre-existing equipment, to be determined in Licensor's sole discretion. In the event of any interference, Licensee shall cause such physical or electronic interference to cease within twenty-four (24) hours of receipt of notice of same including powering off any device, and/or removing any obstacles that are suspected of causing such interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

8.2. **Licensor's Remedies.** In the event Licensee fails to resolve the interference or power down the interfering equipment within twenty-four (24) hours of receipt of Licensor's notice of such interference, Licensor shall have the right to (i) terminate power to the interfering equipment until such time as the interference is resolved; and/or (ii) remove or relocate the interfering equipment, object or cause to such location as required to resolve any interference. Licensee shall be solely responsible for any and all costs caused by such interference and all costs associated with the resolution of such interference. Notwithstanding anything to the contrary contained herein, the rights granted to Licensor in this Section are in addition to any other rights or remedies contained herein and are NOT subject to the cure periods specified in Section 9 - Default.

8.3. **Licensor's and Other Licensees' Interference.** Licensor, and/or any of Licensor's current or future sublicensees on the Property including the Tower will be permitted to install only such equipment that is of the type and frequency that will not cause harmful interference that is measurable to Licensee's then-existing Permitted Equipment, provided that Licensee's equipment is operating within its licensed frequencies, and in compliance with FCC guidelines. NOTWITHSTANDING THE FOREGOING, Licensor shall not be responsible for resolution, correction, coordination, mitigation or any liabilities associated with interference issues not directly caused by Licensor but will use best-efforts to assist in resolving interference by other sub-licensees.

8.4. **Equitable Relief.** The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Section, and therefore either Party shall have the right to all legal and equitable remedies, such as, without limitation, injunctive relief and specific performance.

9. **DEFAULT.** The failure of either Party, or its personnel, contractors and subcontractors, agents or representatives to observe or comply with any covenant, term, condition, or provision of the License shall result in a "Default" of the License.

9.1. Cure Period. Following a Default, the non-defaulting Party shall give the defaulting Party written notice of such Default, and the defaulting Party shall have fifteen (15) calendar days to cure any monetary Default and thirty (30) calendar days to cure any non-monetary Default (“Cure Period”). The defaulting Party shall have such extended period as may be required beyond thirty (30) calendar days to cure a non-monetary Default, provided that the nature of the cure is such that it reasonably requires more than thirty (30) calendar days, and provided that (i) within ten (10) business days of receipt of notice of Default, the defaulting Party delivers to the non-defaulting Party, in writing, a plan to cure such Default that is reasonably acceptable to the non-defaulting Party, and (ii) the defaulting Party commences the cure within thirty (30) calendar days of its receipt of written notice of such Default, and thereafter continuously and diligently pursues the cure to completion. In no event shall the Cure Period for any non-monetary Default be extended beyond ninety (90) calendar days, unless agreed upon in writing by the non-defaulting Party.

9.2. Repeat Monetary Default. Notwithstanding anything to the contrary contained herein, Licensor may terminate this License without providing Licensee a Cure Period should Licensee Default more than three (3) times on any monetary obligation in any consecutive twelve (12) month period

9.3. Licensor’s Remedies. In the event Licensee fails to cure a Default within the timeframes contained herein, Licensor may, but shall not be required to, pursue all or any of the following remedies:

9.3.1. terminate the License without further liability except as otherwise provided herein; and/or

9.3.2. make any payment and/or perform or cause to be performed any work required of Licensee to comply with any term, covenant or condition required hereunder; and/or

9.3.3. recover actual damages; and/or

9.3.4. pursue any other rights and remedies available at law or in equity, subject to the provisions of the License.

9.4. Licensee’s Remedies. In the event Licensor fails to cure a Default within the timeframes contained herein, Licensee may, but shall not be required to, pursue all or any of the following remedies:

9.4.1. terminate the License without further liability except as otherwise provided herein; and/or

9.4.2. pursue any other rights and remedies available at Law or in equity, subject to the provisions of the License.

In no event shall Licensor’s liability amount to more than three (3) months License Fee.

9.5. Cumulative; Mitigation. The remedies available to the Parties in this Section shall be cumulative, and the exercise of one right or remedy shall not impair that Party's right to exercise any other right or remedy. Notwithstanding the foregoing, each Party shall use reasonable efforts to mitigate its damages arising from a Default by the other Party.

9.6. Set-Off. Notwithstanding anything contained herein, none of the above remedies shall be construed to provide Licensee with the right of set-off against any amounts owed under the License. At all times during the term of this License, including during a Default, all undisputed payments owed hereunder, including the License Fee, shall be due and payable as set forth herein. The acceptance of any sum paid by Licensee to Licensor during or after any Default of any provision of this License shall not be deemed a waiver of such Default unless expressly set forth in writing.

9.7. Non-Waiver. The failure of any Party at any time to require performance of any provision or any remedy provided in this License shall in no way affect the right of that Party to require performance or remedy at any time thereafter, nor shall the waiver by any Party of a Default be deemed to be a waiver of any subsequent Default. A waiver shall not be effective unless it is in writing and signed by the non-requesting Party.

10. TERMINATION. This License may be terminated on thirty (30) days' written notice as follows: (i) by either Party in the event of default of any covenant or term herein by the other Party following the expiration of all applicable notice and cure periods, in accordance with Section 8 – Default; or (ii) by Licensee with 30 days' notice for (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ("FCC") ruling or regulation that is beyond the control of Tenant; (iii) if Tenant is unable to obtain or maintain any Governmental Approval required for the construction or operation of Tenant's Antenna Facilities or, (iv) for any reason or no reason, provided Licensee pays to Licensor an amount equal the License Fee owed for the remainder of the then-current Initial Term or Renewal Term. Licensor may terminate this agreement upon Three Hundred and Sixty-Five (365) calendar days advance notice should Licensor reasonably determine that the Tower is required for Licensor's communication purposes.

10.1. Removal. No later than ninety (90) calendar days after the expiration or other termination of this License (the "Removal Period"), Licensee will remove its personal property and fixtures from the Property and Premises and shall restore the Property and Premises to the condition that existed as of the Effective Date subject to reasonable wear and tear. During the Removal Period and until the Property and Premises are restored as required herein, determined in Licensor's reasonable discretion, Licensee shall pay the monthly Holdover Fee.

10.1.1. In the event Licensee fails to remove its personal property and fixtures from the Property within the Removal Period, Licensor may, without obligation, remove any or all of Licensee's personal property, equipment, cabling and structures and dispose of such as it sees fit without liability to Licensee. Licensee shall not be entitled to the proceeds of sale of any of the equipment or structures and shall be responsible for any costs incurred by the Licensor in relation to disposal or removal of Licensee's equipment or structures and, in restoring the Premises and the Property

in accordance with this License. This Section is not subject to the cure period set forth in Section 9 – Default.

10.2. Recordings. Licensee shall remove within thirty (30) days of expiration or termination of this License, any and all recordings filed against the Property, Premises or Right-of-Way, or any part thereof that may cloud the title.

11. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized courier, postage prepaid, and shall be effective upon receipt. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice. Notices will be addressed to the Parties as follows (or to such alternate address as either Party may specify to the other, in writing, at least ten (10) business days prior to such notice being given):

To Licensor:

Franklin County Information Services
Attention: Emergency Communications
1016 North 4th Avenue, B219
Pasco, WA 99301-3706

Phone: (509) 545-3509
Email: ITDirector@co.franklin.wa.us

To Licensee:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ SP01059A
Emergencies NOCC 877-611-5868
Email: Propertymanagement@t-mobile.com

With a copy to:

Franklin County Commissioners
1016 North 4th Avenue
Pasco, WA 99301-3706

11.1. Notice for Emergency or Interference. In the event of interference or an emergency, a Party may provide notice telephonically to the other Party at the phone numbers listed above, provided that the telephoning Party shall follow up with written notice as soon as reasonably possible thereafter, specifying the date and time of the telephone call and the nature of the emergency or interference. Notice shall be effective at the time (i) contact is made; or (2) the caller leaves a voice message.

12. INSURANCE. Licensee shall at all times during the terms of this License, maintain the following types and limits of insurance:

12.1. Commercial General Liability on an occurrence basis, insuring against liability for products and completed operations, property damage, death and bodily injury, and personal and advertising injury with combined single limits of not less than Two Million and No/100 Dollars (\$2,000,000.00); and

12.2. Workers' Compensation as required by the State of Washington with statutory limits and provide a Waiver of Subrogation in favor of Licensor; and

12.3. Employer's Liability Insurance with limits of no less than Two Million and No/100 Dollars (\$2,000,000.00) per accident for bodily injury or disease; and

12.4. Business Automobile Liability Insurance covering all owned autos, if any, non-owned, hired and licensed vehicles insuring against claims for bodily injury or property damage with combined single limits of One Million and No/100 Dollars (\$1,000,000.00); and

12.5. Property Insurance on its personal property to fully protect against hazards of fire, vandalism and malicious mischief and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance and provide a Waiver of Subrogation in favor of Licensor.

12.6. No Limit to Liability. The limits to insurance specified herein in no way limit Licensee's liability.

12.7. Endorsements. The insurance policies are to contain, or be endorsed to contain, the following provisions:

12.7.1. Additional Insured Parties. Except for Workmen Compensation and Professional Liability Insurance, the Prime Lessor, Licensor, its officials, officers, employees, and agents shall be included as additional insured parties. The COI shall include an Additional Insured Endorsement.

12.7.2. Primary Policy. Licensee's insurance policies shall be primary and not contributory to any insurance which may be maintained by Licensor, with respect to the negligent acts or willful misconduct of Licensee. The COI shall include Waivers of Subrogation and Primary and Non-Contributory status.

12.7.3. Standard of Policy. Any required insurance coverage shall be obtained from an insurance provider admitted to do business in the State of Washington and shall be rated A- or better in the most current publication of Best's Financial Strength Rating Guide.

12.8. Certificate of Insurance. Licensee shall furnish to Licensor a Certificate of Insurance ("COI") within thirty (30) calendar days of execution of this License. The COI shall include original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by Licensor prior to obtaining occupancy of the Premises and throughout the term of this License, including any Holdover Term, and before any work commences. Licensee shall provide Licensor any required certificates of insurance to the email in the Notice section for Licensor.

12.9. Notice of Litigation. Licensee shall notify Licensor immediately upon the receipt of notice of any litigation against Licensee where there is any possibility that Licensor may be made a party thereto.

12.10. Licensor's Change in Policy Requirements. Licensor may, at Licensor's sole discretion, review the insurance requirements contained in this Section within six (6) months of the expiration of the Initial Term of this License, or any Renewal Term. If Licensor determines that the insurance required under this Section is insufficient, Licensor may provide notice to Licensee, no later than thirty (30) calendar days prior to the expiration of the current term, of any new insurance requirements, and such new insurance requirements shall be effective upon commencement of the following term.

12.11. Contractors. Licensee shall require its contractors, subcontractors and vendors performing work or services subject to this License to provide substantially the same coverage types and limits as noted above.

13. **HOLD HARMLESS/INDEMNIFICATION.** Licensee agrees to indemnify, defend and hold harmless Prime Lessor, Licensor, its officers, employees and agents from and against any and all claims, actions, damages, or threats of same, (including financial or consequential damages), liability, loss, cost or expense (including reasonable attorney's and consultant's fees in connection with Licensee's occupancy, use, service, operations or performance of work in connection with this License. Licensee shall require its contractors, subcontractors and vendors performing work or services subject to this License, to similarly hold harmless and indemnify Prime Lessor and Licensor. The indemnifying Party's obligations under this subsection are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other Party and the indemnified Party's granting it the right to control the defense and settlement of the same.

14. **HAZARDOUS SUBSTANCES.** Each Party shall comply with applicable federal, state, and local requirements governing environmental matters and the use, storage and/or release of Hazardous Materials (as defined below), on the Property. To Licensor's best knowledge, without duty to investigate, Hazardous Substances have not been generated, stored, or disposed of on the Property in violation of any applicable law. Licensee will hold Licensor harmless from and indemnify Licensor against and from any damage, loss, expenses or liability resulting from Hazardous Substances generated, stored, disposed of or transported to, on or across the Property as a result of Licensee's use of the Property including all reasonable attorneys' fees, consultant's fees and costs incurred as a result thereof.

14.1. "Hazardous Substance" shall be interpreted broadly to mean (i) any substance or material defined or designated as hazardous, toxic or radioactive; or (ii) any substance defined by other similar terms by any federal, state or local environmental laws presently in effect or promulgated in the future, as such laws may be amended from time to time; or (iii) it shall be interpreted to include, but not be limited to, any substance that after release into the environment will or may reasonably be anticipated to cause sickness, death, disease, or contamination of the environment. The obligations of this Section 14 shall survive the expiration or other termination of this License.

15. **DESTRUCTION OF PREMISES.** In the event that the Tower, Premises or any portion thereof are damaged or destroyed to such an extent as to render the Premises unusable in whole or substantial part by Licensee, to be determined in Licensor's sole discretion, Licensor may either

(i) terminate this License within forty-five (45) calendar days of such occurrence or rebuild, or (ii) repair the Tower or Premises at Licensor's sole discretion.

15.1. Notice of Repair. If Licensor elects to repair the damages, Licensor shall give Licensee written notice of its election to repair or reconstruct the Tower or Premises within forty-five (45) days of the occurrence of damage. If Licensor provides Licensee with such notice of its election to rebuild or repair the Tower or Premises and undertakes and completes the reconstruction within ninety (90) days of such notice being given, then Licensee shall be bound by this License. If Licensor elects not to rebuild or repair the Tower or Premises, the License shall automatically terminate as of the date of the damage or destruction.

15.1.1. If Licensor fails to give any notice of election to repair or reconstruct as specified above within forty-five (45) days of the occurrence of the damage or fails to repair the Tower or Premises within the ninety (90) calendar day restoration period, Licensee shall have the right to declare this License, and all obligations hereunder, terminated. Licensee shall not be entitled to any compensation or damages from Licensor for any loss of use in whole or in part of the Permitted Equipment, Tower, the Premises, the Right-of-Way or Property or any inconvenience occasioned by such damage, repair, reconstruction or restoration.

15.1.2. If Licensor fails to give any notice of election regarding reconstruction, and if Licensee elects to not terminate or fails to give notice to terminate this License after the ninety (90) calendar day restoration period has expired, the Parties agree that this License shall continue to be binding upon both Parties.

15.1.3. This Subsection 14.1 is not subject to the obligations and remedies listed in Section 9 – Default.

15.2. Abatement of Fees. License Fees and Other Fees charged by Licensor shall abate for the time necessary to rebuild or repair the Premises; provided that if damage is due to the fault or neglect of Licensee there shall be no such abatement.

15.3. Licensee's Liability. If the Property, Tower, Right-of-Way and/or Premises are damaged due to the fault or neglect of Licensee, Licensee shall be responsible for the repair and/or reconstruction of all or any part of the Premises affected by such damage or destruction and all costs associated therewith, including claims for damages by Licensor and Licensor's other Licensees. Licensee shall submit a plan for repairs to Licensor within ten (10) business days of receipt of Licensor's demands for such. Licensee's repairs and/or reconstruction must be completed within ninety (90) calendar days from Licensor's approval of such plans. Licensor maintains all rights and remedies as otherwise granted by Section 9 - Default.

16. **CONDEMNATION.** If a condemning authority takes all the Premises, or a portion sufficient, in Licensee's sole determination, to render the Premises reasonably unsuitable for the operation of the Permitted Equipment, Licensee may deliver notice of termination to Licensor, and this License shall terminate upon the earlier of the date title vests in the name of the condemning authority, or the date of transfer of control of the Property or the portion thereof to the condemning authority. In the event Licensee does not terminate this License in accordance with the foregoing,

this License shall remain in full force and effect as to the portion of the Premises remaining. Licensor shall be entitled to the entire amount of any condemnation award except for any claim by Licensee for relocation.

17. **SUBORDINATION**. This License shall be subordinate to the Prime Lease and any amendments thereto, any future prime lease, mortgage, master license, ground license, leasehold financing, or other security interest of Licensor or prime licensor, or their successors-in-interest, which from time to time may encumber the Property, Premises, Tower, Ground, or Right-of-Way.

18. **LIENS**. Licensee shall not suffer or permit any liens to be filed against the Property, Premises, Permitted Equipment or Right-of-Way, or any part thereof by reason of work, labor, services, supplies or materials requested, and/or claimed to have been requested by Licensee.

19. **NUISANCE**. Licensee shall not perform any acts or carry on any practices upon the Property or Premises which may (i) endanger or injure the Premises, Property or surrounding areas, or any person or (ii) be a nuisance or menace to adjoining property owners. Licensee shall keep the Premises free and clear of weeds, debris, rubbish, junk and garbage.

20. **MISCELLANEOUS**.

20.1. **Licensor Statements**. Licensor hereby represents and warrants to Licensee that Licensor has the full power and authority to enter into and perform its obligations under this License, and, to the extent applicable, the person(s) executing this License on behalf of Licensor, have the authority to enter into and deliver this License on behalf of Licensor.

20.2. **Licensee Statements**. Licensee hereby represents and warrants to Licensor that Licensee has the full power and authority to enter into and perform its obligations under this License, and, to the extent applicable, the person(s) executing this License on behalf of Licensee, have the authority to enter into and deliver this License on behalf of Licensee.

20.3. **Counterparts**. This License may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this License by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of this License by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of this License by all Parties to the same extent as an original signature.

20.4. **Time of the Essence**. Time is of the essence in each and every provision of the License.

20.5. **Attorneys' Fees**. In any litigation arising hereunder, the prevailing Party shall be entitled to recovery from the other Party its attorneys' fees and court costs, including paralegal's fees, expert fees and consultant fees at trial, in any proceeding in bankruptcy, and upon any appeal or review.

20.6. Governing Law. This License shall be construed in accordance with the laws of the State of Washington without regard to any conflicts at law. The Parties agree that the venue for any legal action brought under the terms of this License shall be the applicable court in Franklin County, Washington.

20.7. Estoppel. Each Party agrees to furnish to the other, within fifteen (15) calendar days after receipt of such request, such truthful estoppel as the other Party may reasonably request.

20.8. Entire Agreement. This License constitutes the entire agreement and understanding of the Parties, and supersedes all offers, negotiations, interlocal agreements, licenses, and other agreements between the Parties with respect to the subject matter hereof. There is no representation or understanding of any kind not set forth herein. Any modifications or amendments to this License must be in writing and executed by both Parties.

20.9. Survival. Upon any expiration or termination, this License shall be of no further force or effect except as to the extent of the representations, warranties and indemnities made by each Party to the other hereunder, and the provisions that by specific reference, or by their nature survive the expiration or termination of this License.

20.10. Legal Representation. The Parties warrant and represent to each other that they have had representation by legal counsel or have had the opportunity to be represented by legal counsel during all stages in the negotiation of this License. The Parties further agree that they have participated in the negotiating and drafting of this License and stipulate that this License shall not be construed more favorably with respect to either Party.

20.11. No Joint Venture. Nothing contained in this License shall be construed to create a joint venture, partnership, tenancy-in-common, joint tenancy relationship, or any other type of relationship between Licensee and Licensor.

20.12. Unenforceability. If any term or provision of this License, or the application of such term or provision to any person or circumstance, to any extent, is invalid or unenforceable, the remainder of this License, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected and each term and provision of this License shall be valid and be enforced to the fullest extent permitted by law.

20.13. Non-Exclusivity. Nothing in this License shall be construed to imply that Licensee is seeking the exclusive right to the Property or Site, or that Licensee may require Licensor to cease using the Licensor's Site for the purposes which it has historically been used or for any alternative purpose, or that would prevent Licensor from entering into additional telecommunication Licenses and/or contracts on the Licensor's Property, subject only to the non-interference provisions of Section 8 – Interference.

20.14. Captions. The captions and headings herein are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions, scope or intent of this License

20.15. Submission. The submission of a draft of this License by either Party to the other shall not constitute an offer, and neither Party shall be bound by the terms of this License unless and until this License is fully executed by both Parties.

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

Exhibit A	Property
Exhibit B	Site Plan
Exhibit B-1	Ground Premises
Exhibit B-2	Tower Premises
Exhibit B-3	Permitted Equipment
Exhibit B-4	Right-of-Way
Exhibit C	Plans
Attachment A	Site Installation and Operating Procedures (SIOP)

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this License as of the date first written above.

LICENSOR:

FRANKLIN COUNTY, a municipal corporation of the State of Washington

By: _____

Name: _____

Title: _____

Date: _____

LICENSEE:


T-Mobile West LLC, a Delaware limited liability company

By: 

Name: Eamon O'Leary

Title: Sr Area Director

Date: 10-27-21

Approved as to form
PROSECUTING ATTORNEY'S OFFICE


T-Mobile Legal Approval By:
Lois Duman



TMO Signatory Level : L06

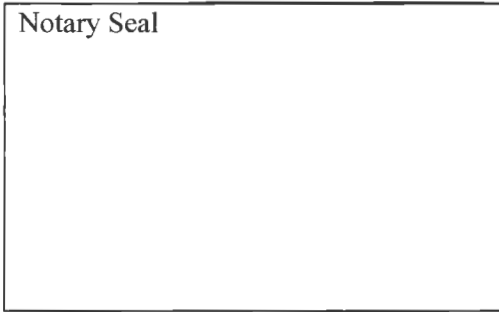
[NOTARY PAGES FOLLOW]

NOTARY BLOCK – FRANKLIN COUNTY

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 said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of **Franklin County**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:



(Signature of Notary)

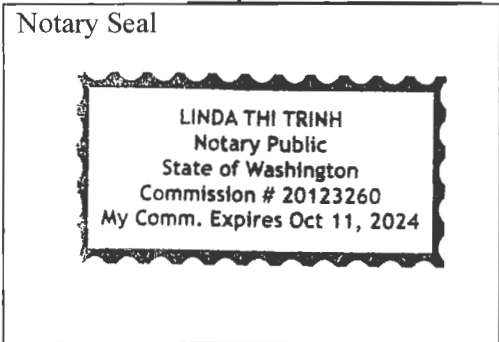
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires: _____

NOTARY BLOCK – T-MOBILE WEST LLC

STATE OF WA)
) SS.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Damon O'LEARY is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the SR. AREA DIRECTOR of **T-Mobile West LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10/27/21



(Signature)
(Signature of Notary)
LINDA TRINH
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of WA
My appointment expires: 10/11/24

EXHIBIT A
Property

The Property is identified as:

Parcel ID: 102094012

Map Number: 133404-00-000000-000-0000

The Property is legally defined below:

THE EAST 700 FEET OF THE SOUTH 990 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, EXCEPT THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER ALSO EXCEPT THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER THEREOF;

TOGETHER WITH THAT PORTION OF THE SOUTHWEST QUARTER LYING NORTHERLY OF THE KAHLOTUS-PASCO HIGHWAY, EXCEPT THE RAILROAD RIGHT-OF-WAY, ALSO EXCEPT TRACTS 13 AND 105 THEREOF;

TOGETHER WITH THAT PORTION OF THE SOUTHWEST QUARTER LYING SOUTHERLY OF THE KAHLOTUS-PASCO HIGHWAY, EXCEPT THE RAILROAD RIGHT-OF-WAY ALSO EXCEPT TRACTS B AND 105, THEREOF;

TOGETHER WITH THE NORTH HALF OF THE SOUTHEAST QUARTER, EXCEPT ALL OF GILLOCK'S ADDITION, ALSO EXCEPT THE RAILROAD 1208.8 RIGHT-OF-WAY, ALSO EXCEPT TRACTS 8, 9 AND 12 THEREOF;

TOGETHER WITH THE SOUTH HALF OF THE SOUTHEAST QUARTER, EXCEPT THE RAILROAD RIGHT-OF-WAY THEREOF;

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO WASHINGTON STATE PARKS AND RECREATION COMMISSION BY DONATION QUIT CLAIM DEED RECORDED JULY 25, 1995, UNDER RECORDING NO. 522462 ALL IN SECTION 4, TOWNSHIP 13 NORTH, RANGE 34 EAST, FRANKLIN.

The Property is further depicted in the drawing below (not to scale):



EXHIBIT B Site Plan

The Site is that portion of the Property, legally described below:

REAL PROPERTY LOCATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 13 NORTH, RANGE 34 EAST, WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 1/2" REBAR MARKING THE NORTHWEST CORNER OF SAID SECTION 4; THENCE NORTH 89°33'31" EAST, 2673.20 FEET TO A BRASS CAP MONUMENT IN CASE MARKING THE NORTH QUARTER CORNER OF SAID SECTION 4; THENCE SOUTH 16°38'36" WEST, 3595.85 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 12°35'07" WEST, 75.00 FEET; THENCE NORTH 77°24'53" WEST, 50.00 FEET; THENCE NORTH 12°35'07" EAST, 75.00 FEET; THENCE SOUTH 77°24'53" EAST, 50.00 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 3,750 SQUARE FEET.

The Site is further depicted in the drawing below:

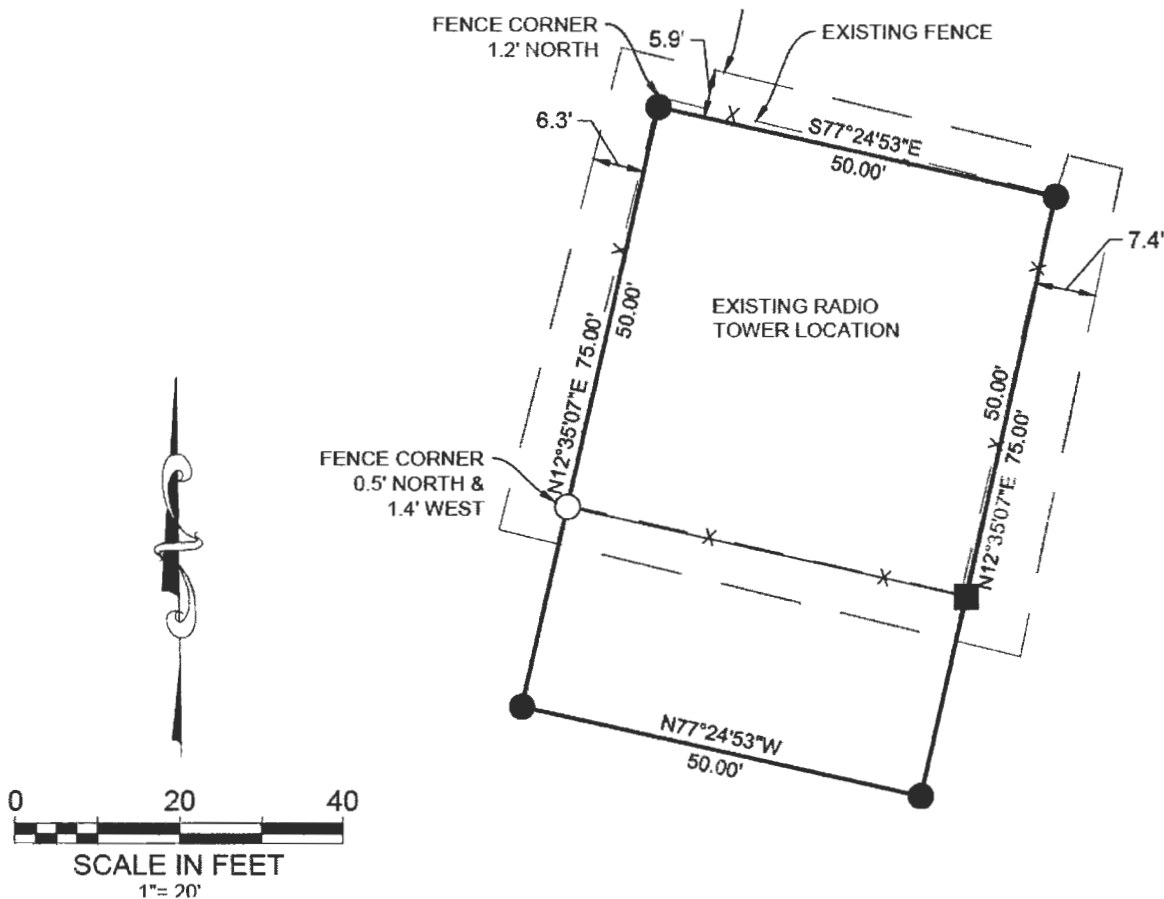


Exhibit B-1 Ground Premises

Licensee's Ground Premises is a twelve by twenty foot (12'x20') portion of the Site wholly containing Licensee's ground-based equipment; located as depicted in the drawing below (not to scale):

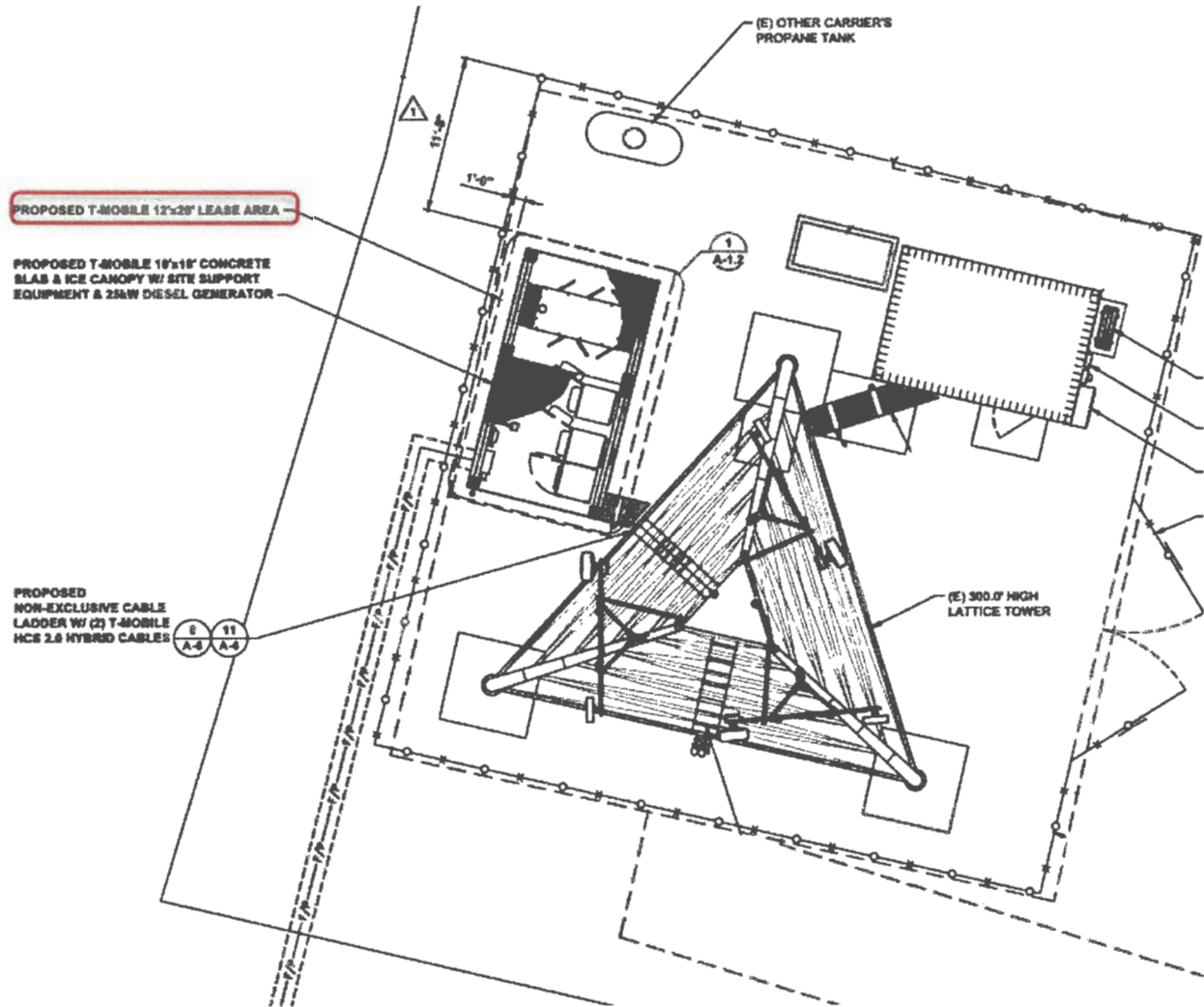
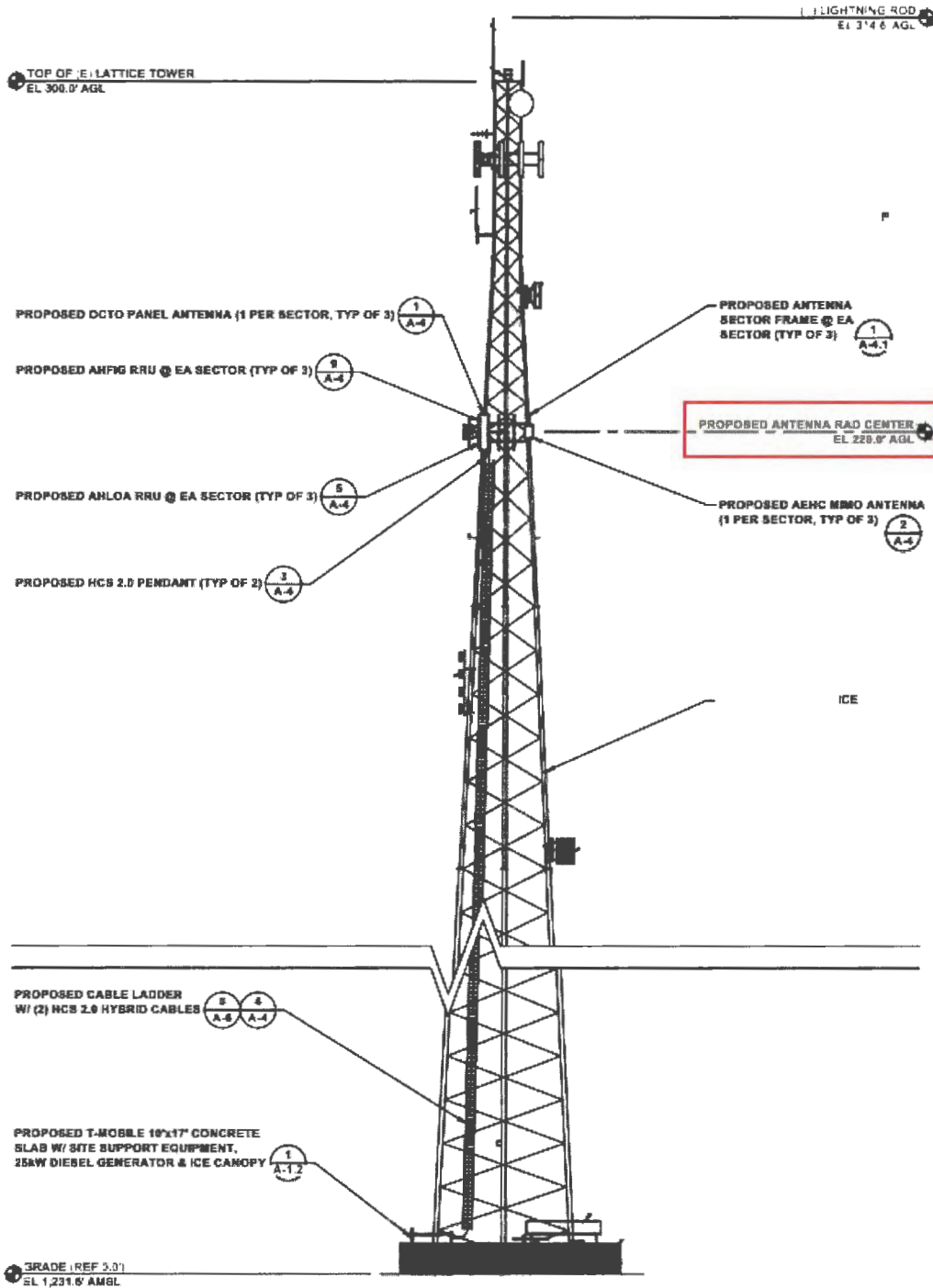


Exhibit B-2 Tower Premises

Licensee's Tower Premises consist of only those locations shown on the Tower in the drawings below, with a centerline of two hundred and twenty feet (220'), containing only the Permitted Equipment described on Exhibit B-3. The Permitted Equipment shall be installed using the means and methods shown on the construction drawings attached as Exhibit C – Plans ("Plans").



**EXHIBIT B-3
Permitted Equipment**

The Premises consists of that specific equipment described in the following table, mounted at those specific locations described and depicted below; installed as depicted and described in construction drawings created by Cornerstone Engineering, Inc. with a revision date of 4/26/21.

Qty	Type	Make	Model	Size (Inches)	Weight (each)	Azm	AGL Elev.	Tower Sector
3	Panel Antenna	Commscope	FFVV-65C-R3-V1	95.9" (height)	124.6 lbs	60, 175, 270	220'	A, B, C
3	Panel Antenna	Nokia	AEHC	38.2" (height)	108 lbs	60, 175, 270	220'	A, B, C
3	RRU	Nokia	AHLOA	22" (length)	79.4 lbs	60, 175, 270	220'	A, B, C
3	RRU	Nokia	AHFIG	27.6" (length)	83.8 lbs	60, 175, 270	220'	A, B, C
3	Sector Frame	Site Pro	VFA10-HD	126" (width)	713.4 lbs	60, 175, 270	220'	A, B, C
2	Hybrid Pendant	Commscope	FD2606-24S55-XXX	16.9" (length)	1.71 lbs/ft	N/A	220'	N/A

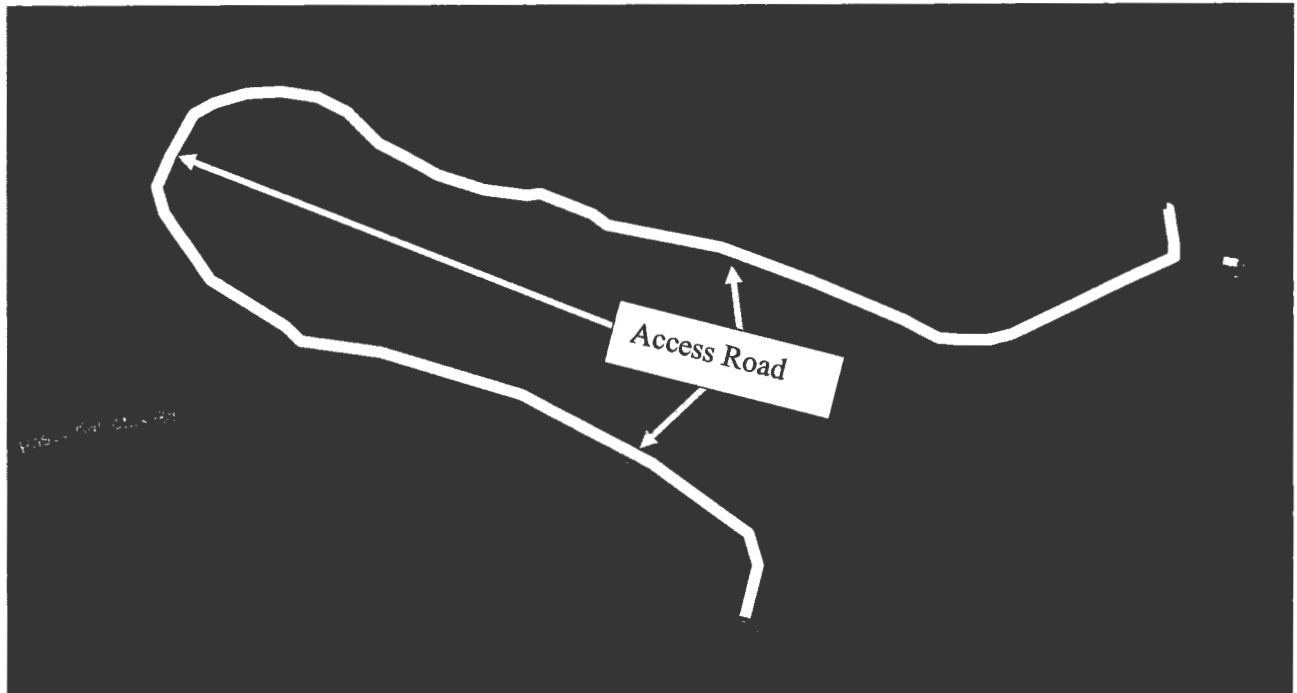
Cabling

Qty	Type	Make	Model	Size	Length	Weight
2	Hybrid	Nokia	HCS 2.0	1.55" (diameter)	220'	1.71 lbs/ft

EXHIBIT B-4
Right-of-Way
(Page 1 of 2)

The Right-of-Way consists of the following:

1. An existing access road in the location generally shown below connecting the Site to Pasco-Kahlotus Road, which may be changed or relocated at the discretion of Licensee (not to scale).



[Continues on Next Page]

EXHIBIT B-4 Right-of-Way (Page 2 of 2)

2. A three foot (3') wide underground trench, as shown in the drawing below, and as further depicted on the Plans (not to scale):

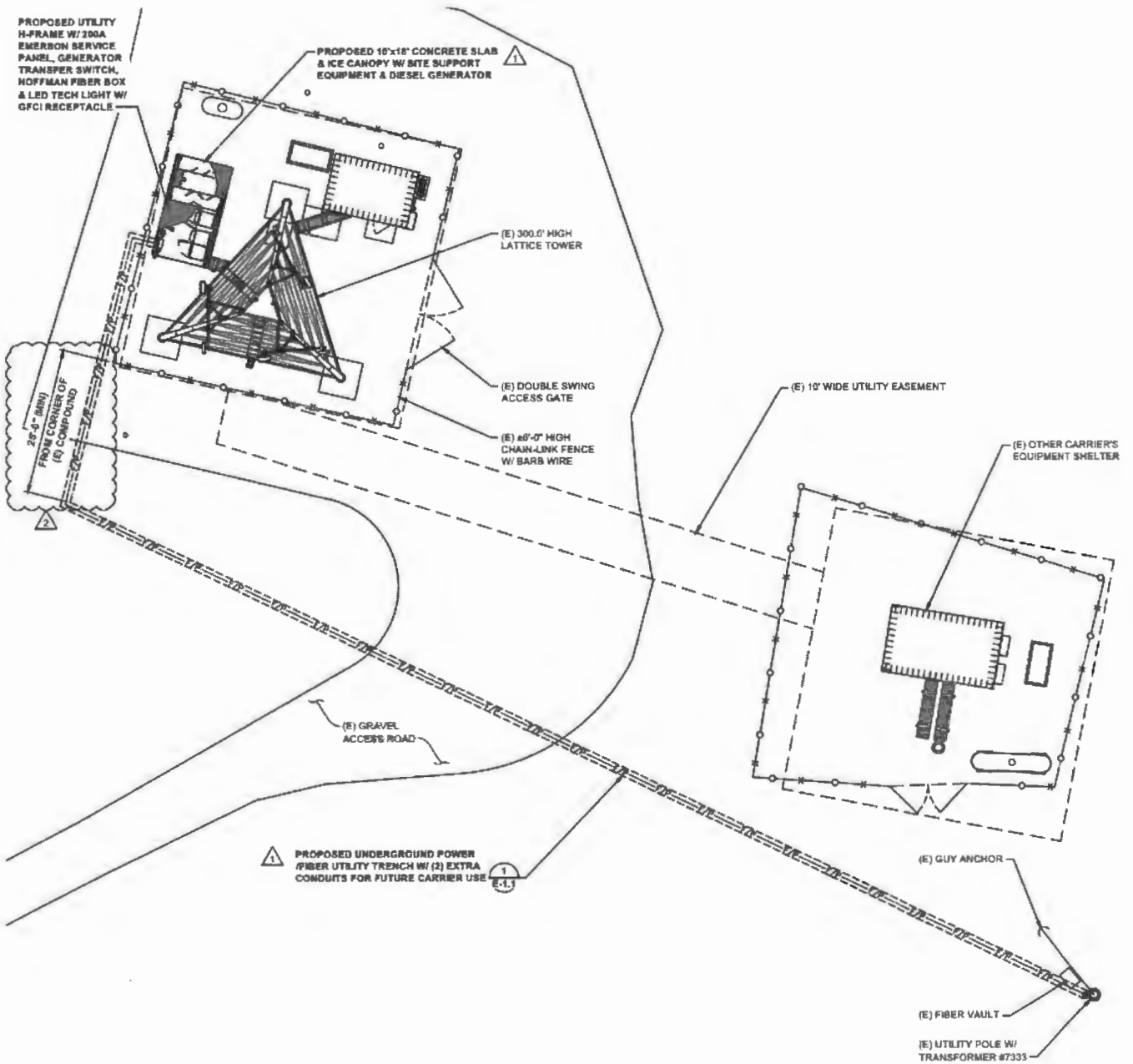


EXHIBIT C
Plans

The Plans are the construction drawings created by Cornerstone Engineering with a revision date of April 26, 2021 for T-Mobile site SP01523A located at 40313 Pasco-Kahlotus Rd, Kahlotus, WA 99335, consisting of 28 pages.

ATTACHMENT A
Site Installation and Operating Practices
Franklin County
Kahlotus Tower Site

This document and its contents are confidential and proprietary and are the property of Franklin County (“Licensor”) and are provided as an attachment to the License. In the event that this SIOP or any part thereof conflicts with the License, the License shall control. This document and its contents, in whole or in part, are not to be provided to any party without the advance written consent of Licensor.

Revision History

Date	Description of Change
04/15/2021	Initial Version

Licensor– Site Installation and Operating Procedures (“SIOP”)

I. Standard Practices.

- a. Except as otherwise agreed to, in advance and in writing, this SIOP constitutes the minimum requirements for use of the Kahlotus wireless communications site (the “Site”).

II. Premise Access

- a. All visitors to the Site shall sign in to and out of the site log book detailing date of entry, by whom (and denoting employee or agent), purpose of visit (including work performed), time of entry and exit. In the event Licensee’s equipment is not colocated within Licensor’s shelter, Licensee shall keep a log of all tenants visiting the Site.
- b. No unauthorized persons or animals shall be permitted upon the Site or Site at any time.
- c. Any person performing work on Licensee’s behalf upon the Site must be fully aware of and knowledgeable about the inherent dangers of Non-Ionizing Effects of Radiation (“NIER”) exposure. Individuals who work on the tower structure must have received adequate NIER exposure training and fall safety training.

III. Housekeeping

- a. All access gates or doors must be closed and locked upon entry and exit from the Site and Property. Doors may not be propped open or left unlocked.
- b. All trash, dirt, debris and other materials brought onto any site must be removed when exiting the Site and Property.
- c. Smoking, vaping, and/or drug and alcohol use is not permitted within the Site or Property at any time.

- d. Areas used to access the Site will not be obstructed or used for any purpose other than to access the Site.
- e. Signs posted by Licensor shall not be disturbed.
- f. No unused equipment, parts, or materials will be stored at Licensee's Premises, the Site or Property.
- g. Emergency twenty-four (24) hour contact number(s) must be displayed on the outside of all equipment on the Site.
- h. Any damage caused by Licensee to the Tower shall be reported immediately to Licensor.
- i. Licensor may require, at Licensor's sole discretion, an escort for any employee, agent, representative, or contractor of Licensee. Licensee shall reimburse Licensor for such escort in the amount of One Hundred Dollars (\$100.00) per hour.

IV. Installation of Equipment

In accordance with and in addition to the License, Section 5 – Installation, Modification and Operation:

- a. All equipment shall be properly grounded. Grounding shall be performed by grounding the radio equipment manufacturers designated equipment ground and shall be tied to the radio facility equipment ground, preferably using flat copper strap or copper braid. Use of three-wire to two-wire adapters shall be prohibited.
- b. All transmission lines shall be fastened to towers, cable trays and other site attachment points using manufactured hardware designed for the purpose. Licensee shall mark all antenna(s) on the Tower by a marking fastened securely to its bracket on the Tower and all transmission lines shall be tagged at the conduit opening where it enters the shelter. Transmission lines and equipment not in use must be removed immediately.
- c. All transmission lines shall be grounded before entry into the radio facility and shall pass through Licensor approved lightning protection equipment. Use of cable ties, tie-wraps and similar attachment hardware is generally discouraged but may be permitted on a case-by-case basis. Use of non-insulated metallic ties shall be strictly prohibited. Non-insulated transmission lines shall not be used. Non-insulated rigid wave guide is acceptable when properly attached using rigid attachment hardware.
- d. Licensee shall use no materials in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower or its appurtenances.
- e. All telephone circuits shall have lightning protection at the entry point into the facility.
- f. All loose metallic objects shall be removed from the facility at the conclusion of any work performed on-site. Metallic trash shall be removed from the facility entirely.

- g. For Licensor facilities with alarms, prior notification of Licensor shall be required before the Site may be entered. Activation of a facility alarm shall result in the dispatch of police officers, the cost of which shall be borne by the Licensee activating the alarm without providing prior notice of entry.

V. Right-of-Way Use.

In accordance with and in addition to the License, Section 2 – Right-of-Way:

- a. Licensor shall provide only one key to the access gate to the Site. Licensee shall not duplicate, loan out or transfer said key to any other person or entity in any way without the Licensor's prior written consent, unless such person or entity is an agent of Licensee, in which case prior written consent shall not be required. If Licensee loses said key, then the Licensee will pay Licensor the sum necessary to compensate Licensor for time, trouble and expense for installing a new lock and providing a new key to parties entitled to access.