



# KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Signature Report

October 5, 2016

Ordinance 18379

Proposed No. 2016-0417.2

Sponsors Upthegrove

1 AN ORDINANCE relating to the sale of the Northshore  
2 public health clinic located at 10808 NE 145th Street,  
3 Bothell, Washington, in council district one.

4 STATEMENT OF FACTS:

- 5 1. The department of public health declared the property located at 10808  
6 NE 145th Street, Bothell, Washington, located within council district one,  
7 surplus to its needs on September 19, 2014.
- 8 2. The facilities management division offered the property to other county  
9 agencies on June 25, 2015, and received no interest.
- 10 3. The facilities management division declared the property surplus to the  
11 current and future foreseeable needs of the county on August 26, 2015.
- 12\* 4. The facilities management division found the property unsuitable for  
13 affordable housing on August 25, 2015.
- 14 5. The property was marketed for sale by a member of the Commercial  
15 Brokers Association using the Northwest Multiple Listing Service,  
16 electronic flyers and onsite signage, and on the King County real estate  
17 services website.
- 18 6. The county received three offers and accepted a purchase price of  
19 \$4,100,000 on June 6, 2016.

20 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

21 SECTION 1. The executive is authorized to convey the Northshore public health  
22 clinic property to TTL, LLC, consistent with a purchase and sale agreement substantially

23 in the form of Attachment A to this ordinance and to take all actions necessary to  
24 implement the terms of the purchase and sale agreement.  
25

Ordinance 18379 was introduced on 9/6/2016 and passed as amended by the Metropolitan King County Council on 10/3/2016, by the following vote:

Yes: 9 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn,  
Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles  
and Ms. Balducci  
No: 0  
Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



J. Joseph McDermott, Chair

ATTEST:



Anne Noris, Clerk of the Council

RECEIVED  
2016 OCT 13 PM 3:54  
CLERK  
KING COUNTY COUNCIL

APPROVED this 13<sup>th</sup> day of October, 2016.



← Dow Constantine, County Executive

**Attachments:** A. Purchase and Sale Agreement, dated October 3, 2016

October 3, 2016

18379

**ATTACHMENT A:**

**PURCHASE AND SALE AGREEMENT**

connection to the sewers, rights of ingress and egress, and leases, licenses, government approvals and permits affecting the Real Property.

Hereinafter, the items listed in Section 1.1 are collectively referred to as the "Property."

**1.2 ASSIGNMENT OF LEASE.** As of the Closing Date, Seller shall assign to Buyer and Buyer shall assume the lease applicable to the Real Property, which assignment will be substantially in the form attached hereto as **EXHIBIT E**.

## **ARTICLE 2. PURCHASE PRICE**

**2.1. PURCHASE PRICE AND PAYMENT.** In consideration of the conveyance of the Property, Buyer shall, in full payment therefor, pay to Seller on the Closing Date a total purchase price of Four Million One Hundred Thousand and 00/100 Dollars (\$4,100,000) (the "Purchase Price").

**2.2. ALLOCATION OF PURCHASE PRICE.** Seller and Buyer agree that the entire Purchase Price is allocable to the Real Property and that the value of the Personal Property, if any, is *de minimis*.

**2.3. DEPOSIT.** Within two (2) business days after the Effective Date, Buyer shall deliver to First American Title Insurance Company (the "Escrow Agent"), in its capacity as the Parties' closing agent, a promissory note in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000) to be replaced with One Hundred Thousand and 00/100 Dollars (\$100,000) cash upon Buyer's satisfaction of all Contingencies set forth in Section 5.1 of this Agreement (the "Deposit"). The Deposit shall be invested by the Escrow Agent in a money market account, a federally insured investment or such other investment as may be approved by Seller and Buyer in writing. Accrued interest will be added to and become part of the Deposit. Upon deposit with Escrow Agent, the Deposit shall be non-refundable except as otherwise provided in this Agreement. The Deposit shall be applied as a credit against the Purchase Price at the Closing.

## **ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF THE PARTIES AND CONDITION OF PROPERTY**

**3.1. WARRANTIES AND REPRESENTATIONS OF SELLER.** As of the date hereof and as of the Closing Date, Seller represents and warrants as follows:

**3.1.1. ORGANIZATION.** The Seller is a political subdivision of the State of Washington duly organized, validly existing and in good standing under the laws of the State of

Closing Date, duly authorized by all necessary action of the Buyer's governing authority. This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with the terms hereof.

**3.2.3. NO BROKER.** No broker, finder, agent or similar intermediary has acted for or on behalf of Buyer in connection with this Agreement or the transactions contemplated hereby except OfficeLease who is entitled to a broker's fee or commission in connection with this Agreement based on the Exclusive Listing Agreement dated September 23, 2015 referenced in Section 3.1.4. Compensation to OfficeLease shall be paid by Kidders Mathews in accordance with the Exclusive Listing Agreement.

### **3.3. CONDITION OF PROPERTY.**

**3.3.1. SELLER DISCLOSURE STATEMENT.** To the maximum extent permitted by RCW ch. 64.06, Buyer expressly waives its right to receive from Seller a seller disclosure statement ("Seller Disclosure Statement") and to rescind this Agreement, both as provided for in RCW ch. 64.06. Seller and Buyer acknowledge and agree that Buyer cannot waive its right to receive the section of the Seller Disclosure Statement entitled "Environmental" if the answer to any of the questions in that section would be "yes." Nothing in any Seller Disclosure Statement delivered by Seller creates a representation or warranty by the Seller, nor does it create any rights or obligations in the Parties except as set forth in RCW ch. 64.06. Buyer is advised to use its due diligence to inspect the Property as allowed for by this Agreement, and that Seller may not have knowledge of defects that careful inspection might reveal. Buyer specifically acknowledges and agrees that any Seller Disclosure Statement delivered by Seller is not part of this Agreement.

**3.3.2. SELLER DISCLAIMER OF CONDITION OF THE PROPERTY.** Except to the extent of Seller's representations and warranties in Section 3.1. of this Agreement, Seller has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the value, nature, quality, or condition of the Property (collectively "Condition of the Property"), including, without limitation:

- (a) The water, soil and geology;
- (b) The income to be derived from the Property;
- (c) The suitability of the Property for any and all activities and uses that Buyer or anyone else may conduct thereon;
- (d) The compliance or noncompliance of or by the Property or its operation with any laws, rules, ordinances, regulations or decrees of any applicable governmental authority or body or the zoning or land use designation for the Property;
- (e) The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property;

(c) Upon waiver or satisfaction by Buyer of its contingencies pursuant to Article 5, Buyer acknowledges and agrees that it will thereby approve and accept the Condition of the Property and accordingly agree to purchase the Property and accept the Condition of the Property "AS IS, WHERE IS" with all faults and patent or latent defects, including, without limitation, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the Property, and the compliance or noncompliance of or by the Property or its operation with applicable federal, state, county and local laws and regulations including, without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. Buyer acknowledges and agrees that, except to the extent of Seller's representations and warranties in Section 3.1. of this Agreement and except to the extent of any fraud or intentional misrepresentation by Seller, Buyer shall have no recourse against the Seller for, and waives, releases and discharges forever the Seller from, any and all past, present or future claims or demands; and any and all past, present or future damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys' fees) of any and every kind or character, known or unknown (collectively, "Losses"), which the Buyer might have asserted or alleged against the Seller arising from or in any way related to the Condition of the Property, including, without limitation, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the Property. Losses shall include without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or decree or by order of or agreement with any governmental authority, or that is conducted voluntarily, (b) losses for injury or death of any person, and (c) losses arising under any Environmental Law, whether or not enacted after transfer of the Property.

**3.3.4. INDEMNIFICATION.** From and after the Closing Date, Buyer shall indemnify, defend and hold Seller, its officers, agents and employees harmless from and against any and all Losses, liability, claim, agency order or requirement, damage and expense relating to or arising out of, directly or indirectly, the Property, including without limitation those relating to the actual or threatened release, disposal, deposit, seepage, migration or escape of Hazardous Substances at, from, into or underneath the Property, and the compliance or noncompliance of the Property with applicable federal, state, county and local laws and regulations including, without limitation, Environmental Laws and regulations. This Section 3.3.4 shall not apply to the extent any claim or agency order or requirements are governed by the lease required by Section 10.5.

**3.4. RISK OF LOSS.** Until the Closing Date, the risk of loss relating to the Property shall rest with the Seller. Risk of Loss shall be deemed to include any property damage occurring as a result of an "Act of God," including, but not limited to, earthquakes, tremors, wind, rain or other natural occurrence.

printed exceptions and exclusions contained in the form of title insurance policy required by the Title Company. The obligation of Buyer to provide the title policy called for herein shall be satisfied if, at the Closing, the Title Company has given a binding commitment, in a form reasonably satisfactory to Buyer, to issue the policies in the form required by this Section. If requested in writing by Seller, Buyer shall provide a copy of such binding commitment to Seller to verify satisfaction of this obligation as a condition to Seller being obligated to close. Buyer shall pay any sum owing to the Title Company for the preparation of the preliminary and binding commitments generated by the Title Company.

## **ARTICLE 5. CONTINGENCIES**

**5.1. DUE DILIGENCE INSPECTION AND FEASIBILITY.** Buyer shall satisfy itself by investigation and inspection, at its cost and expense in its sole and absolute discretion, that the condition of the Property for Buyer's contemplated use meets with its approval ("Due Diligence Contingency"). If Buyer is not satisfied with the condition of the Property, Buyer may terminate this Agreement by delivering written notice of termination to Seller within forty five (45) days of the Effective Date ("Due Diligence Period"). In such event this Agreement shall terminate, the promissory note shall be returned to Buyer and the Parties shall have no further obligations hereunder. If Buyer fails to give such notice to terminate within the Due Diligence Period or affirmatively gives notice that this Due Diligence Contingency is satisfied or waived within the Due Diligence Period, Buyer shall be obligated hereunder without further contingency and the promissory note shall be replaced with cash as described in Section 2.3 of this Agreement, nonrefundable to Buyer except in the event of a default hereunder by Seller. Seller and Buyer may agree in writing to extend the Due Diligence Period.

**5.1.1. INSPECTIONS.** During the Due Diligence Period, Buyer, its designated representatives or agents shall have the right at its own expense to (a) perform any and all tests, inspections, studies, surveys or appraisals of the Property deemed necessary, on any subject, by the Buyer (subject to the limitations set forth below and Section 5.1.2 Right of Entry); (b) obtain a Phase I or Phase II Environmental Assessment on the Property and perform any and all tests, inspections and studies deemed necessary therewith; (c) examine all due diligence materials related to the Property that Buyer may reasonably request from Seller that are in Seller's possession and about which Seller has knowledge, and that are not protected as attorney work product, by the attorney-client privilege or by other similar confidentiality protections; (d) determine to its satisfaction whether approvals, permits and variances can be obtained under applicable land use and zoning codes for Buyer's proposed development of the property; and (e) determine whether Buyer's proposed development of the property is economically feasible.

**5.1.2. RIGHT OF ENTRY.** Buyer and Buyer's designated representatives or agents shall have the right and Seller hereby grants to Buyer and Buyer's designated representatives the right to enter the Property and conduct tests, investigations and studies set forth in this Article 5 upon three (3) days advance written notice; provided that such right of entry will be limited to those times and dates that will not disrupt Seller's use of, or Seller's operations and activities on

elsewhere in this Agreement which occurs prior to the Closing.

**ARTICLE 7.  
COVENANTS OF BUYER PENDING CLOSING**

**7.1. CONDUCT, NOTICE OF CHANGE.** Buyer covenants that between the Effective Date and the Closing Buyer shall take all such actions as may be necessary to assure that the representations and warranties set forth in Article 3 hereof will be true and complete as of the Closing (except such representations, warranties and matters which relate solely to an earlier date), and that all covenants of Buyer set forth in this Agreement which are required to be performed by it at or prior to the Closing shall have been performed at or prior to the Closing as provided in this Agreement. Buyer shall give Seller prompt written notice of any material change in any of the information contained in the representations and warranties made in Article 3 or elsewhere in this Agreement which occurs prior to the Closing.

**ARTICLE 8.  
CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS**

All obligations of Buyer to close on the Closing Date are subject to the fulfillment of each of the following conditions at or prior to the Closing, and Seller shall exert its best efforts to cause each such condition to be fulfilled:

**8.1. DELIVERY OF DOCUMENTS.** Seller shall have delivered to Buyer at or prior to the Closing all documents required by the terms of this Agreement to be delivered to Buyer.

**8.2. OBLIGATIONS.** All obligations required by the terms of this Agreement to be performed by Seller at or before the Closing shall have been properly performed in all material respects.

**8.3. TITLE.** Seller shall have cured any exceptions to title to which Buyer objected within the Review Period in Section 4.3 and to which Seller agreed to remove or resolve under Section 4.3, unless Seller's obligation to remove or resolve has been waived by Buyer.

**8.4. CONDEMNATION.** No portion of the Property shall have been taken or damaged by any public or quasi-public body, and Seller shall not have transferred any portion of the Property to any such body in lieu of condemnation.

**ARTICLE 9.  
CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS**

All obligations of Seller to close on the Closing Date are subject to the fulfillment of each of the following conditions at or prior to the Closing, and Buyer shall exert its best efforts to cause each such condition to be so fulfilled:

**9.1. DELIVERY OF DOCUMENTS.** Buyer shall have delivered to Seller at or prior to Closing all documents required by the terms of this Agreement to be delivered to Seller.

**10.4. BUYER'S DELIVERY OF PURCHASE PRICE AND DOCUMENTS AT CLOSING.** At the Closing, Buyer will deliver to Seller via escrow with the Escrow Agent cash or immediately available funds in the amount of the Purchase Price, less the Deposit made under Section 2.3. of this Agreement, the assignment required by Section 1.2 of this Agreement and the lease required by Section 10.5 of this Agreement.

**10.5. EXECUTION AND COMMENCEMENT DATE OF LEASE.** The Parties shall execute a lease in substantially the form attached hereto as **EXHIBIT F** under which Seller shall lease the premises described in the lease from Buyer commencing on the Closing Date. The parties shall execute and deliver the lease to the Escrow Agent on or before the Closing Date. Any personal property in the premises subject to the lease shall be disposed of in the manner described in the lease, and shall not be conveyed to Buyer under Section 1.1 of this Agreement or the Bill of Sale called for by this Agreement.

## **ARTICLE 11. MISCELLANEOUS PROVISIONS**

**11.1. NON-MERGER.** Each statement, representation, warranty, indemnity, covenant, agreement and provision in this Agreement shall not merge in, but shall survive the Closing of the transaction contemplated by this Agreement unless a different time period is expressly provided for in this Agreement.

### **11.2. DEFAULT AND ATTORNEYS' FEES.**

**11.2.1. DEFAULT BY BUYER.** In the event Closing does not occur due to default or material breach by Buyer, Seller's sole and exclusive remedy shall be to terminate this Agreement and retain the Deposit as liquidated damages. Buyer expressly agrees that the retention of the Deposit by Seller represents a reasonable estimation of the damages in the event of Buyer's default, that actual damages may be difficult to ascertain and that this provision does not constitute a penalty. Buyer and Seller acknowledge and agree that these damages have been specifically negotiated and are to compensate Seller for taking the Property off the market and for its costs and expenses associated with this Agreement.

**11.2.2. DEFAULT BY SELLER.** In the event Closing does not occur due to default or material breach of Seller, Buyer's sole remedies shall be to terminate this Agreement and receive a refund of the Deposit, or, alternatively, to seek specific performance to enforce this Agreement.

**11.2.3. ATTORNEY'S FEES.** In any action to enforce this Agreement, each Party shall bear its own attorney's fees and costs.

### **11.3. TIME.**

**11.3.1. TIME IS OF THE ESSENCE.** Time is of the essence in the performance of this Agreement.

**11.6. SEVERABILITY.** In the event any portion of this Agreement shall be found to be invalid by any court of competent jurisdiction, then such holding shall not impact or affect the remaining provisions of this Agreement unless that court of competent jurisdiction rules that the principal purpose and intent of this contract should and/or must be defeated, invalidated or voided.

**11.7. WAIVER.** No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver and no such waiver shall be deemed a waiver of any prior or subsequent breach or default.

**11.8. BINDING EFFECT.** Subject to Section 11.14 below, this Agreement shall be binding upon and inure to the benefit of each Party, its successors and assigns.

**11.9. LEGAL RELATIONSHIP.** The Parties to this Agreement execute and implement this Agreement solely as Seller and Buyer. No partnership, joint venture or joint undertaking shall be construed from this Agreement.

**11.10. CAPTIONS.** The captions of any articles, paragraphs or sections contained herein are for purposes of convenience only and are not intended to define or limit the contents of said articles, paragraphs or sections.

**11.11. COOPERATION.** Prior to and after Closing the Parties shall cooperate, shall take such further action and shall execute and deliver further documents as may be reasonably requested by the other Party in order to carry out the provisions and purposes of this Agreement.

**11.12. GOVERNING LAW AND VENUE.** This Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law rules or choice of law provisions. In the event that either Party shall bring a lawsuit related to or arising out of this Agreement, the Superior Court of King County, Washington shall have exclusive jurisdiction and venue.

**11.13. NO THIRD PARTY BENEFICIARIES.** This Agreement is made only to and for the benefit of the Parties, and shall not create any rights in any other person or entity.

**11.14. ASSIGNMENT.** Buyer shall not assign this Agreement or any rights hereunder without Seller's prior written consent.

**11.15. NEGOTIATION AND CONSTRUCTION.** This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and shall not be construed as if it has been prepared by one of the Parties, but rather as if both Parties had jointly prepared it. The language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either Party. The Parties acknowledge and represent, as an express term of this Agreement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Agreement. Each Party shall be

EXECUTED on the dates set forth below.

**SELLER: KING COUNTY**

By: \_\_\_\_\_

Name: Anthony Wright

Title: Director, Facilities Management Division

Date: 6/6/2016

**BUYER: TTL, LLC**

By: Angela D. Lepley

Name: Angela D. Lepley

Title: Sole Member

Date: 5/31/16

APPROVED AS TO FORM:

By: \_\_\_\_\_

John Biggs

Senior Deputy Prosecuting Attorney

**EXHIBIT B.**

**BARGAIN AND SALE DEED**

**AFTER RECORDING RETURN TO:**

KING COUNTY  
REAL ESTATE SERVICES SECTION  
500 FOURTH AVENUE, ROOM 830  
ATTN: KATE DONLEY

**BARGAIN AND SALE DEED**

**Grantor -- King County, Washington**  
**Grantee -- TTL, LLC**  
**Legal ---- See Exhibit A to Bargain and Sale Deed**  
**Tax Acct. - 172605-9021-02**

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of mutual benefits, pursuant to King County Ordinance No. \_\_\_\_\_, does hereby bargain, sell and convey unto the Grantee, TTL, LLC, a Washington limited liability company, the following the real property situate in King County, Washington and described in EXHIBIT A, attached hereto and incorporated herein by this reference, subject to the permitted exceptions set forth in EXHIBIT A.

**GRANTOR**  
**KING COUNTY**

**GRANTEE**  
**TTL, LLC**

BY: \_\_\_\_\_

BY: Angela D. Lepley

TITLE: Director,  
Facilities Management Division

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to Form:

By \_\_\_\_\_  
Senior Deputy Prosecuting Attorney

**NOTARY BLOCKS APPEAR ON NEXT PAGE**

**EXHIBIT A**  
**TO BARGAIN AND SALE DEED**

**LEGAL DESCRIPTION**

THAT PORTION OF LOT 4 OF KING COUNTY SHORT PLAT NO. 980008, ACCORDING TO SHORT PLAT RECORDED OCTOBER 6, 1981 UNDER RECORDING NO. 8110060576, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;  
THENCE NORTH 01°52'03" EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 42.00 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING ALONG SAID WEST LINE NORTH 01°52'03" EAST 375.28 FEET;  
THENCE SOUTH 88°41'37" EAST 325.00 FEET; THENCE SOUTH 06°00'36" EAST 230.83 FEET;  
THENCE SOUTH 27°47'15" WEST 161.55 FEET TO THE NORTHERLY MARGIN OF NORTHEAST 145TH STREET AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 6254553;  
THENCE NORTH 89°02'11" WEST ALONG SAID NORTHERLY MARGIN 286.04 FEET TO THE TRUE POINT OF BEGINNING.

**EXCEPTIONS TO TITLE**

SUBJECT TO: [permitted exceptions will be determined in accordance with the process identified in Article 4 of the Agreement and inserted in the final deed].

**EXHIBIT D.**

**Seller's Certification of Non-Foreign Status under  
Foreign Investment in Real Property Tax Act (26 U.S.C. 1445)**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by King County ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii);
3. Transferor's U.S. employer identification number is 91-6001327;
4. Transferor's office address is King County Facilities Management Division, Real Estate Services Section, Room 800 King County Administration Building, 500 Fourth Avenue, Seattle, WA 98104.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

King County, Transferor:

By: \_\_\_\_\_  
Name: Anthony Wright  
Title: Director, Facilities Management Division

5. No Other Amendments. Except as otherwise modified or amended by this Assignment, all of the terms and conditions of the Lease remain unchanged.

Dated as of the date and year first above written.

KING COUNTY

TTL, LLC

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
King County  
Senior Deputy Prosecuting Attorney

NOTARY BLOCKS APPEAR ON NEXT PAGE

October 3, 2016.

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it 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 notarial stamp/seal)

October 3, 2016

Lease #: 1696

Site Name: Northshore

### COMMUNICATION SITE LEASE

THIS LEASE is made by and between King County, a municipal corporation and political subdivision of the State of Washington, hereinafter called "Lessor," and AT&T Wireless Services of Washington, an Oregon Corporation, hereinafter called "Lessee."

### AGREEMENT

In consideration of the mutual covenants contained in this Lease, the parties agree as follows:

1. **Premises:** Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, upon the following terms and conditions, Premises located in King County, Washington, currently comprising, as of the Commencement Date of this Lease, approximately six hundred thirty (630) square feet (18' x 35') of space for an equipment shelter and approximately nine (9) square feet of space for a monopole at the specific locations identified on the site plan, attached to this Lease as **Exhibit A**, located within the site of the Northshore Health Clinic at 10808 N.E. 145<sup>th</sup> St., Bothell, Washington, with the following legal description:

That portion of Lot 4 of Short Plat No. 980008, according to the Short Plat recorded under King County Recording No. 8110060576, described as follows: Beginning at the Southwest corner of the Southwest ¼ of the Southeast ¼ of Section 17, Township 26 North, Range 5 East, W.M.; Thence North 01°52'03" East along the West line of said Southeast ¼ 42.00 feet to the true point of beginning; Thence continuing along said West line North 01°52'03" East 375.28 feet; Thence south 88°41'37" East 325.00 feet; Thence south 06°00'36" East 230.83 feet; Thence south 27°47'15" West 161.55 feet to the Northerly Margin of N.E. 145<sup>th</sup> Street as conveyed to King County by Deed recorded under Recording No. 6254553; Thence North 89°02'11" West along said Northerly margin 286.04 feet to the True Point of Beginning.

2. **Term:** This lease term shall be for five (5) years and shall commence on August 1, 2000 and shall end on July 31, 2005, ("Commencement Date") unless terminated sooner as provided herein and in the General Terms and Conditions, (attached to this Lease as **Exhibit B**): Lessee reserves the right to extend this Lease for additional five (5) year periods, subject to mutual agreement by both parties.

3. **Rent, Offset and Leasehold Excise Tax :**

A. Upon commencement of this Lease, Lessee shall pay to Lessor a rent of ONE THOUSAND and FIVE HUNDRED DOLLARS (\$1,500) per month for Lessee's Use of the Premises. The rent shall increase on the first anniversary of the Commencement Date of this Lease,

three (3) panel antennas concealed within a fiberglass cylinder located on a fifty-five foot (55') "extendable" monopole (with light fixture), an equipment shelter containing six bays of radios, power, three (3) telephone circuits and generator plug with cable run from the equipment shelter to the monopole running under or east of the parking curbs at the east end of the parking lot and other supporting equipment (the "Antenna Facilities"), as identified on the Lessee's Equipment List, attached to this Lease as **Exhibit C**, and as located on the Site Plan, attached to this Lease as **Exhibit A**, together with the non-exclusive right of ingress to and egress from the Premises for the foregoing purposes, consistent with Lessor's rules and standards pertaining to the Northshore Health Clinic site. Lessee shall not use the Premises for any other purpose without the prior written consent of Lessor.

B. Lessee shall also plant new, healthy landscaping around the outside perimeter of the Premises and along the eastern boundary of the site, as located on the Site Plan, attached to this Lease as **Exhibit A**, such landscaping to be subsequently maintained by Lessor.

C. Lessor gives to Lessee the nonexclusive right to use any common areas designated by Lessor, provided that Lessee, at all times, conforms to Lessor's rules and standards pertaining to such common areas. Lessor shall retain exclusive control and management of all common areas.

5. **General Terms and Conditions:** Attached hereto as **Exhibit B** and incorporated herein by reference are the General Terms and Conditions. The General Terms and Conditions shall constitute terms of this Lease in addition to those stated herein. In the event of a conflict or inconsistency between the terms of this Lease herein and the General Terms and Conditions, the terms of this Lease, as included herein, shall control.

6. **Entire Agreement - Amendments:** This Lease, together with the attached General Terms and Conditions and any and all exhibits attached hereto, shall constitute the whole agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modification or amendment of this Lease shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

7. **Notices:** Subject to Section 18 (Early Termination), Paragraph E (Termination Process) of the General Terms and Conditions (attached to this Lease as **Exhibit B**), required notices, except legal notices, shall be given in writing to the following respective addresses, effective as of the post-mark time and date, or to such other place as may hereafter be designated by either party in writing:

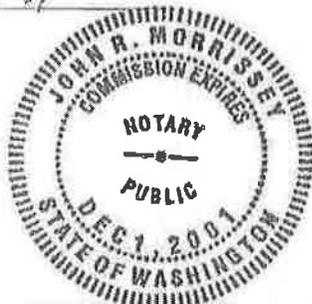
If to LESSOR, to:

King County Property Services Division  
500 King County Administration Building  
500 Fourth Avenue  
Seattle, Washington 98104

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

I certify that Dave Preugschat signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument and acknowledged it as the Manager of the Property Services Division of the Department of Construction and Facility Management of King County, Washington, to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Date: 6/15/00



[Signature]  
NOTARY PUBLIC

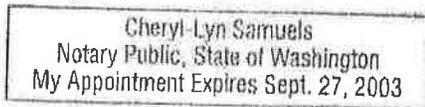
John R. Morrissey  
(printed name)

in and for the State of Washington residing at  
Phenix, WA My appointment  
expires 12-1-01

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

I certify that Louis Levy signed this instrument, on oath stated that he was authorized by AT&T Wireless Services of Washington to execute the instrument and acknowledged it as the System Development Manager of AT&T Wireless Services of Washington to be the free and voluntary act of said corporation for the uses and purposes mentioned in the instrument.

Date: JUNE 1, 2000

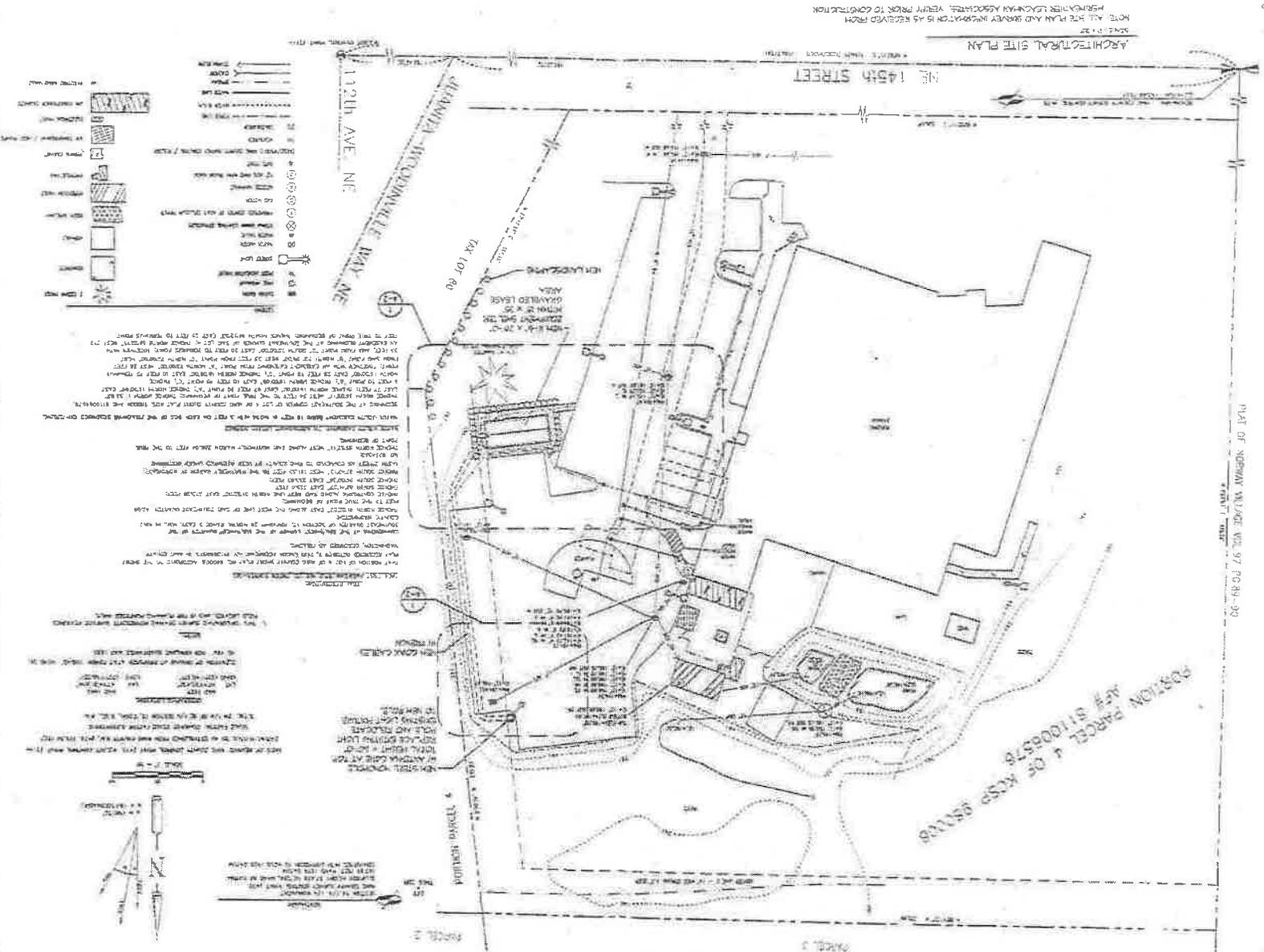


[Signature]  
NOTARY PUBLIC

CHERYL-LYN SAMUELS  
(printed name)

in and for the State of Washington residing at  
SWANISH COUNTY My appointment  
expires SEPT 27, 2003

PLAT OF NEBWAY W/DATE VOL. 97 PG. 84-90  
 "PART 1" FILED



ARCHITECTURAL  
 OSKAMS  
 site name: SBZ5



AT&T  
 Wireless Services

NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY	10/10/16	OSKAMS
2	REVISED	10/10/16	OSKAMS
3	REVISED	10/10/16	OSKAMS
4	REVISED	10/10/16	OSKAMS
5	REVISED	10/10/16	OSKAMS
6	REVISED	10/10/16	OSKAMS
7	REVISED	10/10/16	OSKAMS
8	REVISED	10/10/16	OSKAMS
9	REVISED	10/10/16	OSKAMS
10	REVISED	10/10/16	OSKAMS

October 3, 2016



constitute a warranty of such plans or the assumption of any liability for such plans by Lessor. Within thirty (30) days after the commencement of this Lease, Lessee shall provide Lessor as-built drawings of the Antenna Facilities, which show the actual location of all equipment and improvements consistent with the plans approved by Lessor. Such drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property and Antenna Facilities. Lessor reserves the right to require Lessee to shield the Antenna Facilities from view.

C. Repair of Damage. Any damage done to the Premises, tower, rooftop or other of Lessor's property or to other tenants' premises, equipment or property during installation, operation, maintenance, repair and/or disconnection of Lessee's Antenna Facilities shall be repaired or replaced within ten (10) days at Lessee's expense and to Lessor's sole satisfaction.

D. Collocation and Cooperation. Lessee shall design, construct and locate its Antenna Facilities to reasonably allow for maximum collocation of antenna facilities of other providers who are or may become tenants on the Premises. Lessee shall cooperate with each new tenant in connection with its locating and placing antenna facilities on the tower, rooftop or other property and in the radio equipment building or other ancillary support facility.

E. Licenses. Lessee shall provide Lessor with a copy of its Federal Communications Commission ("FCC") license at the time of execution of this Lease. Lessee shall clearly and conspicuously label all equipment with Lessee's name and frequency number(s) including, but not limited to, permanently marked, weatherproof tags at the following locations: (a) at each antenna bracket, (b) at the transmission line building entry point, (c) at the interior wall feed and (d) at any transmitter combiner, duplexer or multifed receiver port. No equipment other than that which is consistent with this Lease and set forth in Lessee's Equipment List, attached hereto and incorporated by reference as **Exhibit C**, completed and provided to Lessor shall be installed by Lessee without Lessor's consent.

F. Replacement Facilities. Lessee may update or replace the Antenna Facilities from time to time with the prior written approval of Lessor, provided that the replacement facilities are not greater in number or size than the existing facilities and that any change in their location is approved in advance and in writing by Lessor. Lessor's approval of such updated or replaced Antenna Facilities, however, shall not constitute a warranty of such Antenna Facilities or the assumption of any liability for such Antenna Facilities by Lessor. Lessee shall submit to Lessor a detailed proposal for any such replacement facilities and any supplemental materials as may be requested for Lessor's evaluation and approval. As technology advances and improved antennae are developed and reasonably available, Lessor may require, in its sole discretion, the replacement of existing antennae with the improved antennae, as long as the installation and use of the improved antennae are practical and technically feasible.

4. Utilities: Lessee shall be responsible for obtaining any utility service to the Premises. Lessee shall pay or cause to be paid, when due, all costs, expenses, fees, services and charges of all kinds for heat, light, water, gas, sewer, power, emergency power, telephone or other utilities or services used, rendered or supplied to the Premises during the term of this Lease or any extension or hold-over so that the same shall not become a lien against the Premises. Installation and improvement of utilities to service the Premises shall be completed at the sole cost and

have the right to terminate the Lease pursuant to Section 18 (Early Termination) of these General Terms and Conditions. Any interference caused by Lessee or by other tenants or communication providers affecting Lessee shall not result in liability to Lessor.

C. Interference with Lessee. Subject to Paragraphs A and B of this Section 7, Lessee shall provide Lessor with written notice if unreasonable interference with the quality of the communications service rendered by Lessee occurs. If such interference is not cured or mitigated by the offending third-party communication provider(s) at no expense to the Lessee or Lessor within forty-eight (48) hours of receipt of such notice, Lessor shall make reasonable efforts, but shall not be obligated to commence legal proceedings, to cause such other provider(s) to immediately cease use of its antenna facilities, or portion thereof, causing such interference until such time as the interference is cured.

D. Interference Studies. Lessor may require, at Lessee's expense, a certified evaluation indicating that each antenna will not interfere with existing antennae or proposed antennae. In addition, upon installation of Lessee's Antenna Facilities or anytime thereafter, Lessor may conduct, at Lessee's expense, an interference study indicating whether Lessee's use of the Premises does or will interfere with Lessor's use or proposed use of its property or the use of existing tenants' antenna facilities. In the event that such a study indicates that Lessee's use does or will potentially interfere, Lessor may require Lessee, at Lessee's expense, to relocate its antenna and other equipment so as to minimize or eliminate the interference to the extent Lessor deems necessary.

E. Lessor's Reservation of Rights. Lessor, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter or improve its property including, but not limited to, leasing portions of its property to others or granting to others a license or lease to use Lessor's property including, but not limited to, for antenna facilities.

8. Relocation: Lessor reserves the right to require Lessee to relocate its Antenna Facilities, or any portion thereof, to another location on the tower, rooftop or other property which will provide a substantially equivalent level of service, as determined by Lessor. Lessee shall complete the relocation of its facilities within thirty (30) days after written notice from Lessor. The relocation shall be at Lessee's expense, unless the relocation demand results from Lessor's desire to lease space to an additional non-government tenant and Lessee's original location is deemed by Lessor as reasonably allowing for maximum utilization of the tower, rooftop or other property by Lessor and other tenants, in which case, the non-government tenant shall be obligated to reimburse Lessee for the reasonable cost of relocation. The placement of any temporary antenna facilities in or around the Premises by Lessee during this relocation shall be subject to the prior written approval of Lessor.

9. Assignment or Sublease:

A. General Prohibition - Consent Required. Lessee shall not assign or transfer this Lease or any interest or rights therein, nor delegate its duties under this Lease, nor sublease the whole or any part of the Premises, nor grant an option for assignment, delegation, transfer or sublease for the whole or any part of the Premises, nor shall this Lease or any interest thereunder be assignable, delegatable or transferable by operation of law, or by any process or proceeding of any

- ii. a copy of the assignment, delegation, sublease or other transfer or grant document;
- iii. an affidavit from the proposed assignee, delegatee, sublessee, transferee or grantee stating it has examined this Lease, has had the opportunity to consult with legal counsel regarding the terms of the Lease and understands all such terms and conditions, agrees to assume and be bound by all of the Lessee's obligations and covenants under this Lease as if it were the original Lessee hereunder; and
- iv. any other documents or information requested by Lessor related to the assignment, delegation, sublease or other transfer or grant.

D. Approval by Lessor -- Fees. Lessor shall review the request and respond with either an approval or disapproval of the request not later than ten (10) days prior to the proposed date of assignment, delegation, sublease, transfer or grant. Disapproval of any such request shall be final and binding on the Lessee and not subject to arbitration. Lessor shall charge to Lessee a reasonable fee for administrative costs for the review and processing of any assignment, delegation, sublease or other transfer or grant.

E. Assignment Premium. If Lessee assigns its interest, Lessee shall pay Lessor, as additional rent, seventy-five percent (75%) of the Assignment Premium derived from the assignment. "Assignment Premium" shall mean all rent, additional rent and other moneys, property and other consideration of every kind whatsoever received by Lessee from the assignee for, or by reason of, the assignment (including all amounts received by Lessee for any Included Property, as defined in this Section 9).

F. Sublease Premium. If Lessee subleases its interest, Lessee shall pay Lessor, as additional rent, fifty percent (50%) of the Sublease Premium derived from the sublease. "Sublease Premium" shall mean all rent, additional rent and other moneys, property and other consideration of every kind whatsoever received by Lessee from the sublessee for, or by reason of, the sublease (including all amounts received by Lessee for any Included Property, as defined in this Section 9). Lessee shall also pay to Lessor leasehold excise tax on Sublease Premiums, as required by law.

G. Changes in Assignment and Sublease Premiums. Lessee shall immediately notify Lessor of all changes in Assignment and/or Sublease Premiums received by Lessee or agreed to by sublessee and Lessee, without prior demand or request by Lessor. Lessor shall have the right to audit and inspect the books and records of Lessee and subleases and/or assignments entered into by Lessee relating to the Premises to verify the accuracy of all Assignment and Sublease Premiums paid or owing to Lessor. Any underpayment revealed by such audit or inspection shall be paid by Lessee with interest at the rate set forth in Section 2 (Late Payments) of these General Terms and Conditions, along with the reasonable costs and expenses of the audit or inspection.

H. Included Property. "Included Property" shall mean the leasehold improvements added by the Lessee and any non-removable fixtures purchased by the Lessee attached thereto that are transferred to the assignee or sublessee as part of the assignment, sublease or other transfer. The

v. Waiver of Lessee's immunity, as respects the Lessor only, under the Industrial Insurance Provisions of RCW Title 51, but only for the sole purpose and only to the extent necessary to indemnify Lessor, which waiver has been mutually negotiated by the parties.

B. Attorney's Fees and Expenses. In the event it is necessary for Lessor to incur attorneys' fees, legal expenses or other costs to enforce the provisions of this Lease, all such fees, expenses and costs shall be recoverable from the Lessee.

C. Statutory Limitations. In the event it is determined that RCW 4.24.115 applies to this Lease, Lessee agrees to defend, hold harmless and indemnify Lessor to the maximum extent permitted thereunder. In such event, Lessee agrees to defend, indemnify and hold harmless Lessor for claims by Lessee's employees and agrees to waiver of its immunity under RCW Title 51 for the purpose of indemnity only, which waiver has been mutually negotiated by the parties.

D. Construction Defects. Lessor shall not be liable to Lessee for claims or damages arising from any defect in the construction or in the present condition of the Premises or Lessor's property, whether known or unknown, or for damage by storm, rain or leakage or any other occurrence.

12. Insurance:

A. Insurance Required. By the date of execution of this Lease, the Lessee shall procure and maintain for the duration of this Lease, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Use of Premises hereunder by Lessee, its agents, representatives and employees. The cost of such insurance shall be paid by the Lessee. By requiring such minimum insurance coverage, the Lessor shall not be deemed or construed to have assessed the risks that may be applicable to the Lessee under this Lease. The Lessee shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

B. For All Coverages. Each insurance policy shall be written on an "Occurrence" form.

C. Minimum Scope of Insurance. Coverage shall be at least as broad as: Insurance Services Office Form No. CG 00 01 Ed. 11-88, covering Commercial General Liability.

D. Minimum Limits of Insurance. The Lessee shall maintain limits for General Liability no less than \$1,000,000 combined single limit per occurrence and, for those policies with an aggregate limit, a \$2,000,000 aggregate limit.

E. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions shall be declared to the Lessor.

F. Other Insurance Provisions. The insurance policies required in this Lease are to contain or be endorsed to contain the following provisions:

b. Resource Conservation and Recovery Act as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq.); or

iii. Any hazardous substance as defined in:

a. Comprehensive Environmental Response, Compensation and Liability Act as now existing or hereafter amended (42 U.S.C. Sec. 9601 et seq.); or

b. Washington Model Toxics Control Act as now existing or hereafter amended (RCW Ch. 70.105D); or

iv. Any pollutants, contaminants or substances posing a danger or threat to public health, safety or welfare or to the environment, which are regulated or controlled as such by any applicable federal, state or local laws or regulations as now existing or hereafter amended.

B. Environmental Compliance.

i. In its use and occupancy of the Premises, the Lessee shall, at the Lessee's own expense, comply with all federal, state and local laws and regulations now or hereafter in effect related to Hazardous Materials and the environment which are applicable to the Premises, Lessee's business or any activity or condition on or about the Premises ("the Environmental Laws"). The Lessee warrants that its business and all its activities to be conducted or performed in, on or about the Premises shall comply with all of the Environmental Laws. The lessee agrees to change, reduce or stop any non-complying activity or install necessary equipment, safety devices, pollution control systems or other installations as may be necessary at any time during the term of this Lease to comply with the Environmental Laws.

ii. The Lessee shall not, without first obtaining the Lessor's prior written approval, use, generate, release, handle, spill, store, treat, deposit, transport, sell or dispose of any Hazardous Materials in, on or about the Premises. In the event, and only in the event, that the Lessor approves any of the foregoing, the Lessee agrees that such activity shall occur safely and in compliance with the Environmental Laws.

iii. The Lessee shall not cause or permit to occur any violation of the Environmental Laws on, under or about the Premises, or arising from the Lessee's use or occupancy of the Premises.

iv. The Lessee shall, in a timely manner and at the Lessee's own expense, make all submissions to, provide all information required by and comply with all requirements of all governmental or regulatory authorities ("the Authorities" or "Authority") with jurisdiction under the Environmental Laws. If the Lessee fails to fulfill any duty imposed under this Section 13 within a reasonable time, the Lessor may do so; and in such case, the Lessee shall cooperate with the Lessor in order to prepare all documents the Lessor deems necessary or appropriate to determine the applicability of the Environmental Laws to the Premises and the Lessee's use or occupancy thereof, and for compliance with the Environmental Laws, and the Lessee shall execute all documents promptly upon the Lessor's request. No such action by the Lessor and no attempt

F. Remedies. Upon any default by the Lessee under this Section 13, the Lessor shall be entitled to the following rights and remedies in addition to any other rights and remedies that may be available to the Lessor:

- i. At the Lessor's option, to terminate this Lease immediately; and/or
- ii. At the Lessor's option, to perform such response, remediation and/or cleanup as is required to bring the Premises and any other property owned by Lessor affected by the Lessee's default into compliance with the Environmental Laws and to recover from the Lessee all of the Lessor's costs and expenses in connection therewith; and/or
- iii. To recover from the Lessee any and all damages associated with the default including, but not limited to, response, remediation and cleanup costs, expenses and charges, civil and criminal penalties and fees, adverse impacts on marketing the Premises or any other property owned by Lessor, loss of business and sales by Lessor and other of Lessor's lessees, diminution of value of the Premises and/or other property owned by Lessor, the loss of or restriction of useful space in or on the Premises and/or other property owned by Lessor, and any and all damages and claims asserted by third parties and the Lessor's attorney's fees, costs and expenses.

G. Remediation on Termination of Lease.

i. Upon the expiration or earlier termination of this Lease, the Lessee shall remove, remediate or clean up any Hazardous Materials on, or emanating from, the Premises, and the Lessee shall undertake whatever other action may be necessary to bring the Premises into full compliance with the Environmental Laws ("Termination Cleanup"). The process for such Termination Cleanup is subject to the Lessor's prior written approval. Although the Lessor reserves the right to review and approve the Termination Cleanup process, the Lessor assumes no responsibility for it or its compliance with the Environmental Laws.

ii. If the Lessee fails or refuses to commence the Termination Cleanup process, or fails to reasonably proceed toward completion of such process, the Lessor may elect to perform such Termination Cleanup after providing the Lessee with written notice of the Lessor's intent to commence Termination Cleanup and after providing the Lessee a reasonable opportunity, which shall not be less than ninety (90) days after such notice (unless the Lessor is given notice by a government or regulatory agency with jurisdiction over such matter that Termination Cleanup must commence within a shorter time), to commence or resume the Termination Cleanup process. If the Lessor performs such Termination Cleanup after said notice and the Lessee's failure to perform same, the Lessee shall pay all of the Lessor's costs and expenses.

H. Survival. The Lessee's obligations and liabilities under this Section 13 shall survive the expiration or earlier termination of this Lease.

14. Liens: Lessee acknowledges that Lessor may not, and shall not, be subject to claims or liens for labor or materials and shall keep the Premises, tower, radio equipment building, rooftop and any other property of Lessor free of any liens for any providers of work, labor, material or services claiming by, through or under lessee. Lessee shall indemnify, defend and hold Lessor harmless from and against any such claims or liens, and Lessor's attorney's fees and costs incurred

Premises at any and all reasonable times throughout the term of this Lease or any extension or hold-over.

18. **Early Termination:** This Section 18 is in addition to any other provision of this Lease authorizing or otherwise relating to early termination of said Lease.

A. **Government Approvals:** This Lease is contingent upon Lessee obtaining all necessary governmental approvals, certificates, permits or licenses which Lessee may deem necessary. In the event that any of Lessee's applications for said approvals, certificates, permits or licenses should be finally rejected or any approval, certificate, permit or license issued to Lessee canceled or otherwise withdrawn or terminated by a governmental authority so that Lessee will be unable to use the Premises for its intended purpose, Lessee shall have the right to terminate this Lease, upon thirty (30) days' prior written notice to Lessor.

B. **Damage or Destruction:** In the event that the Premises or Lessee's Antenna Facilities or any portion thereof are substantially damaged or destroyed so as to hinder effective use of the Premises or Antenna Facilities for Lessee's telecommunication purposes, Lessee may elect to terminate this Lease, upon thirty (30) days' written notice to Lessor.

C. **Lessee's Insolvency:** Lessor may terminate this Lease upon Lessee's insolvency if Lessee is the subject of an involuntary bankruptcy proceeding or commences a voluntary or involuntary bankruptcy proceeding or makes an assignment for the benefit of creditors or if a receiver or other liquidating officer is appointed for Lessee.

D. **Lessee's Breach:**

i. Lessor may terminate this Lease upon ten (10) days' prior written notice to Lessee if Lessee fails to pay rent or additional rent [including, but not limited to, Assignment and/or Sublease Premiums as set forth in Section 9 (Assignment or Sublease) of these General Terms and Conditions] by the tenth (10<sup>th</sup>) day of the month that it is due.

ii. Lessor may terminate this Lease if Lessee breaches or fails to perform or observe any of the terms and/or conditions of this Lease, other than payment of rent, and fails to cure such breach or default within thirty (30) days after written notice from Lessor or such longer period, up to sixty (60) days, as may be reasonably required, within Lessor's sole discretion, to diligently complete a cure commenced within that thirty (30) day period and being diligently and continuously pursued by Lessee.

E. **Termination Process:** Unless otherwise specified in this Lease, prior written notice of termination shall be delivered by certified mail, return receipt requested, and shall be effective upon receipt of such notice, as evidenced by the return receipt. Upon such termination, Lessee shall be entitled to the reimbursement of any rent prepaid by Lessee for any period after termination.

F. **Nonexclusive Remedy:** Termination under this Section 18 shall be in addition to and not in limitation of any other remedy of Lessor at law or in equity. Termination shall not release Lessee from any liability or obligation with respect to any matter occurring prior to such termination.

October 3, 2016

25. **Cumulative Remedies:** No provision of this Lease shall preclude lessor from pursuing any other remedies, in law or equity, for Lessee's failure to perform its obligations.
26. **Survivability:** The provisions of Sections 11 (Indemnity and Hold Harmless) and 13 (Hazardous Materials and Environmental Compliance) of these General Terms and Conditions shall survive the expiration, hold-over or earlier termination of this Lease for any event occurring prior to or on the date of such expiration, hold-over or termination.
27. **Captions:** The captions in this Lease are for convenience only and do not in any way limit or amplify the provisions of the Lease.
28. **Venue and Choice of Law:** This Lease shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any legal action brought under the terms of this Lease shall be in the county in which the Premises are located.
29. **Authority to Contract:** Each party represents and warrants to the other that: it has full right, power and authority to execute this Lease and has the power to grant all rights hereunder, its execution and performance of this Lease will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on said party, and the execution and delivery of this Lease and the performance of its obligations hereunder have been duly authorized by all necessary personnel or corporate officers and do not violate any provisions of law or the party's certificate of incorporation or bylaws or any other arrangement, provision of law or court order or decree.

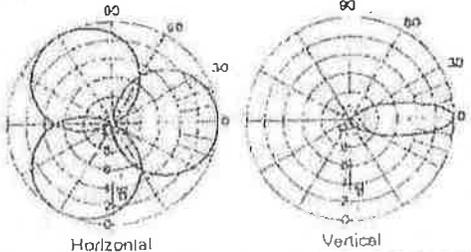
# 855DDH90TRX

dB TripleTree™, Dual Slant (+45°/-45°) Polarized  
High Gain Cellular Diversity Master™ Antenna with 90° Horizontal 3dB Coverage

Model Number	855DDH90TRSX	855DDH90TRFX
Terminations	Type N-Female	7-16 DIN
Frequency Range	Rx1/Rx2: 806 - 850 MHz Tx: 806 - 896 MHz	
Gain	Rx1/Rx2: 9 dBd (11.1 dBi) Tx: 10 dBd (12.1 dBi)	
VSWR	< 1.5: 1	
Beamwidth (3dB from max)	Horizontal: 6 x 90° Vertical: 6 x 24°	
Front-to-Back Ratio	> 25 dB	
Polarization	Rx: +45°/-45°, Tx: Vertical, independently	
Application	Cellular and Trunking	
Isolation	Rx/Rx: > 30 dB Rx/Tx: > 40 dB	
Max. Input Power	500 Watts, each	
Weight	190 lb (86 kg)	
Wind Area	11 ft² (1.0 m²)	
Wind Load	357 lbf (1588 N) 162 kp (at 90 mph)	
Max. Wind Speed	90 mph (145 km/h)	
Material	Reflector: Pass. Aluminum	Radlators: Silver Plated Brass
	Radome: Fiberglass	Mounting Hdw: Galvanized Steel
Color, Radome	Light Gray	
Mounting	Template of base plate, included. Lightning spike for replacement of hoisting eye bolt is included.	
Downtilt Bracket (Optional)	DB3003	
Weather Protection	Fully protected by backplate and radome.	
Lightning Protection	All metal parts grounded.	
Shipping Notes:	Three antennas and stand are packaged separately.	
Packing Size	Antennas: 76" x 13" x 6" ea. Stand: 80" x 26" x 27"	
Shipping Weight	Antennas: 38 lbs (17 kg) ea. Stand: 172 lbs (78 kg)	



**Antenna Patterns**  
(applicable to each polarization plane and every array)



9 dBd (11.1 dBi) R:1/Rx2 and 10 dBd (12.1 dBi) Tx directional panel antennas with 90° horizontal 3 dB beamwidth for each of the nine arrays. Three arrays have a +45°, three have a -45°, and three have a vertical polarization plane.

Specifications are for reference only.

099119-005-A 3/98



**DECIBEL PRODUCTS**  
A Division of Allen Telecom Inc.

8635 Stemmons Freeway • P. O. Box 569610 • Dallas, Texas 75356-9610  
214 / 631-0310 • Fax: 214 / 631-4706



October 3, 2016

NOW, THEREFORE, LESSOR AND LESSEE HEREBY MUTUALLY AGREE TO THE FOLLOWING:

Effective immediately, all four (4) pages comprising Exhibit A (Site Plan) are replaced by the eight (8) pages attached hereto, including sheet numbers T, A-1 ("Architectural Site Plan"), A-2, A-3, A-4, E-1, E-2 and A1 ("Oskams Corner Site Survey").

Effective immediately, Section 4 ("Use of Premises"), Paragraph A is modified to eliminate the requirement that the monopole shall be "extendable" and to change the specification that the cable run from the equipment shelter to the monopole shall be located under or east of the parking curbs at the east end of the parking lot. Instead, such cable run shall be located directly between AT&T's ground equipment and monopole, as shown on the attached Site Plan.

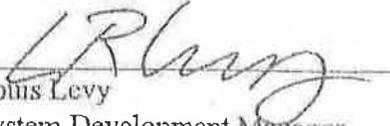
As ADDITIONAL CONSIDERATION for this Amendment, Lessee shall pay to Lessor the sum of FIFTY DOLLARS AND NO CENTS (\$50.00), due and owing on February 1, 2001 and payable to the King County Property Services Division at the address set forth in Section 3, Paragraph D of the Lease (Rent, Additional Rent, Offset and Leasehold Excise Tax).

IN WITNESS WHEREOF, Lessor and Lessee agree to and execute this Lease on the dates specified below:

LESSOR:  
KING COUNTY, WASHINGTON

LESSEE:  
AT&T WIRELESS SERVICES OF  
WASHINGTON, INC.

By:   
David Preugschat, Manager  
Property Services Division

By:   
Louis Levy  
System Development Manager

Date: March 6, 2001

Date: 2/12/01

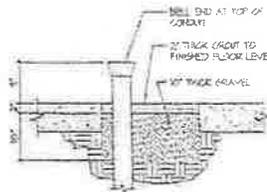
APPROVED AS TO FORM ONLY:

  
Robert Stier, Senior Deputy Prosecuting Attorney  
King County, Washington

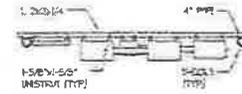
Date: 3-6-01



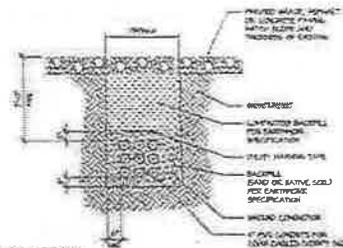




3 CONDUIT ENTRY INTO SHELTER DETAIL  
SCALE: 1/2"=1'-0"

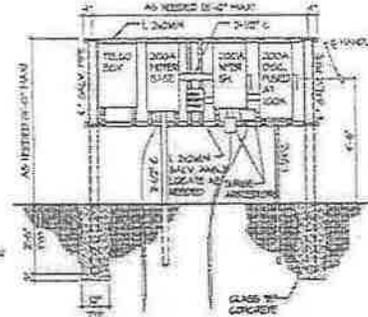


PLAN VIEW  
SCALE: 1/2"=1'-0"

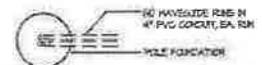


FREE TO GENERATION WORK WITH PRECAST CURB AND CONCRETE WALL AND TRENCH REINFORCING.  
CALL BEFORE YOU DIG. CONTACT LOCAL UTILITY COMPANY

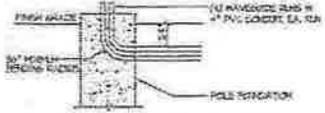
4 TRENCH DETAIL - COAX CABLES  
SCALE: 1/2"=1'-0"



1 POWER AND TELCO MOUNTING FRAME  
SCALE: 1/2"=1'-0"

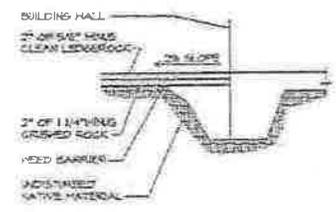


CONCRETE TOWER THROUGH SOIL FOUNDATION PLAN  
TOWER MANUFACTURER TO COORDINATE REBAR CAGE DESIGN WITH CONCRETE CONDUIT AND WAVESIDE ROUTING

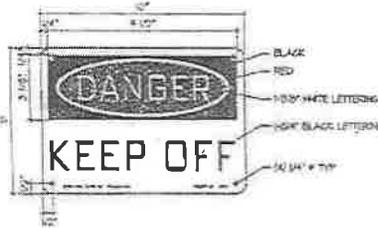


CONCRETE TOWER THROUGH SOIL FOUNDATION SECTION  
TOWER MANUFACTURER TO COORDINATE REBAR CAGE DESIGN WITH CONCRETE CONDUIT AND WAVESIDE ROUTING

5 WAVESIDE & TOWER FOUNDATION  
SCALE: 1/2"=1'-0"

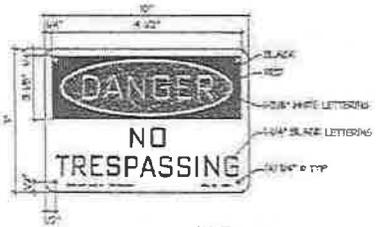


2 NEED BARRIER  
SCALE: 1/2"=1'-0"



NOTE:  
POSTED ON TOWER OR ICE BRIDGE

KEEP OFF SIGN DETAIL  
SCALE: 1/2"=1'-0"



NOTE:  
POSTED ON FENCE AS FOUR SIDES OR DOOR FOR TENANT IMPROVEMENT TO BE MOUNTED 5'-6\"/>

NO TRESPASS SIGN DETAIL  
SCALE: 1/2"=1'-0"

<p>DATE: 11 FEB 2006</p> <p>SCALE: 1/2"=1'-0"</p> <p>PROJECT: SB25</p> <p>SITE NAME: OSKAMS</p> <p>DETAILS</p> <p>Sheet No: A-4</p>	
<p>AT&amp;T Wireless Services</p>	
<p>PROJECT TITLE: SB25</p> <p>SITE NO.: SB25</p> <p>SITE NAME: OSKAMS</p> <p>Sheet No: A-4</p> <p>DETAILS</p>	



October 3, 2016

Lease #1696  
Amendment #2  
Northshore H C

## LEASE AMENDMENT #2

THIS AMENDMENT to Communication Site Lease #1696 is made by and between King County, a municipal corporation and political subdivision of the State of Washington, hereinafter called "Lessor" and AT&T Wireless Services of Washington, an Oregon Corporation, hereinafter called "Lessee."

### RECITALS

This is the second (2nd) Amendment between Lessor and Lessee to Communication Site Lease #1696, said Lease having been fully executed on June 15, 2000.

#### *WHEREAS:*

1. Communication Site Lease #1696 authorizes use of the premises for an 850 MHz cellular antenna system, including, *inter alia*, three panel antennas, an equipment shelter containing six bays of radios, power, three (3) telephone circuits and generator plug, with cable run, as described on Exhibit C ("Lessee's Equipment List"); and
2. Lessee seeks to now upgrade its ground equipment within the equipment shelter by installing a Nokia cabinet therein and to upgrade its antennas by replacing the existing three (3) 850 MHz panel antennas located on the monopole with three (3) 1900/850 MHz dual band Allen Dick & Co. panel antennas, consistent with and as specified on the attached Exhibit D, ("Upgrade Project, Construction Worksopce").

NOW, THEREFORE, LESSOR AND LESSEE HEREBY MUTUALLY AGREE TO THE FOLLOWING:

Effective upon execution of this Amendment, the page entitled Lessee's Equipment List, contained within Exhibit C, is modified to delete the phrase "Decibel Products Model No. 855DDH90TRX" and replace that phrase with "three (3) DFX-Dual Band 820-900 & 1850-1990 MHz HBW 65 panel antennas manufactured by ADC (Alan Dick & Co., Inc.)".

Effective upon execution of this Amendment, the Decibel Products antenna specification page, entitled "855DDH90TRX", contained within Exhibit C, is deleted and replaced with the attached ADC antenna specification page, entitled "DFX-DUAL BAND 820-900 & 1850-1990 MHz HBW 65".

October 3, 2016

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

I certify that Dave Preugschat signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument and acknowledged it as the Manager of the Property Services Division of the Department of Construction and Facility Management of King County, Washington, to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Date: 8/22/01



Harold P. McNelly  
NOTARY PUBLIC

(printed name)  
in and for the State of Washington residing at  
Renton. My appointment expires  
8-1-2003.

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

I certify that Louis Levy signed this instrument, on oath stated that he was authorized by AT&T Wireless Services of Washington to execute the instrument and acknowledged it as the System Development Manager of AT&T Wireless Services of Washington to be the free and voluntary act of said corporation for the uses and purposes mentioned in the instrument.

Date: 8/22/01



James Thomas Quigg  
NOTARY PUBLIC

(printed name)  
in and for the State of Washington residing at  
Seattle. My appointment expires  
8/28/04.

October 3, 2016

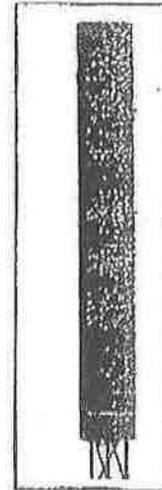
**D DUAL BAND 820 – 900 & 1850 – 1990MHz HBW 65**



**Alan Dick & Co (USA) Inc**  
SPECIALISTS IN ANTENNA SYSTEMS

**DFX-DUAL BAND 65 DEGREE**

Electrical Specifications	
Frequency	(MHz) 820-900 & 1850-1990
Polarisation	Cross Polar $\pm 45^\circ$ Slant
Input Impedance	(Ohms) 50
Mechanical Specifications	
Lightning Protection	DC Grounded
Radome	GRP
Standard Radome Color (Pearl Grey)	BS4800 03A 05
Input Connector	7.16 DIN Female
Connector Location	Bottom



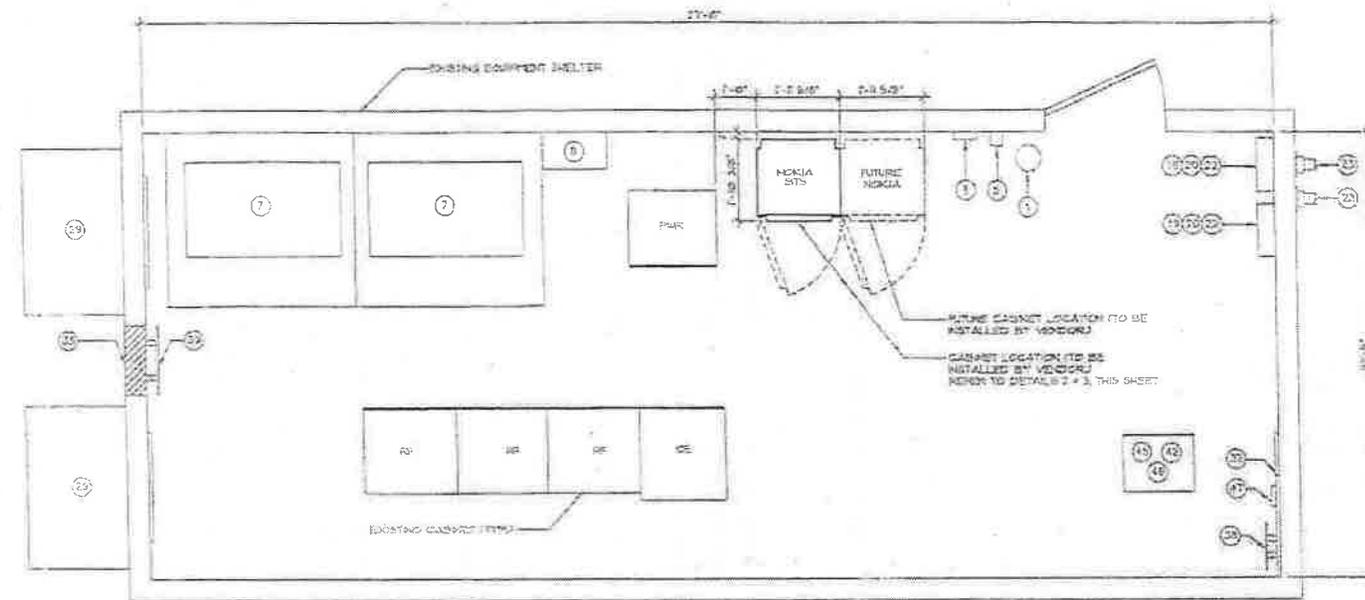
**DFX RANGE 65 DEGREE 13.5dBi GAIN DUAL BAND ANTENNA**

Model No	DFX-A865-14		
Frequency	(MHz)	820-900	1850-1990
Gain	(dBi)	15.5	14.7
Input VSWR		1.5	
Horizontal beamwidth, -3dB	( $^\circ$ )	65 $\pm$ 6	
Vertical beamwidth, -3dB	( $^\circ$ )	13 $\pm$ 1.5	8.5 $\pm$ 1
Independent electrical downtilt	( $^\circ$ )	0, 6	
Isolation between polarizations @	0 $^\circ$	(dB) 25	
	6 $^\circ$	30	
Maximum power per input	(W)	300	150
Intermodulation products (2 <sup>nd</sup> & 3 <sup>rd</sup> )	(dBm)	-100	
First upper side lobe suppression	(dB)	-18	
Front to back ratio	(dB)	-25	
Dimensions (HxWxD)	(ft./inch)	4.84x12.60"x4.38"	
Weight	(lbs.)	10.84	
Windload @ 160km/h	Front	(N) 540	
	Side	188	
	Rear	586	
Bracket order no. pole		25887-28	
Bracket order no. wall		25887-27	
Pole accessory		25887-70	
Mechanical downtilt	( $^\circ$ )	$\pm 2, \pm 4, \pm 5$ & $\pm 6$	

Alan Dick & Co. (USA) Inc.  
14 Celina Ave., Unit 17  
www.alandick.co.uk  
Nashua NH 03063  
Tel: (603) 598-4500  
Fax: (603) 598-4212  
Bonnler@alandick.com

BRJ.050900

- NOTE:**
- PROVIDE POWER TO EQ CABINET BY 13/16 AWG STRANDED WIRE PER WITH 3'-6" OF FLEXIBLE L UP AT EQUIPMENT CONNECTION LOCATION (TYP.) REQUIRED W/ APPROVAL FROM ON-SITE CONSTRUCTION MANAGER.
  - PROVIDE TELCO CONNECTION TO EQUIPMENT CABINET BY THE ROUTE IN 1" EMT FROM TELCO PANEL IN EQUIPMENT SHELTER. PROVIDE 3'-6" OF FLEXIBLE CONDUIT AT EQUIPMENT CONNECTION LOCATION (TYPICAL) FIELD ROUTE CONDUITS AS REQUIRED BY APPROVAL FROM ON-SITE CONSTRUCTION MANAGER.
  - PROVIDE EQUIPMENT CABINET GROUND CONNECTION BY 1/2 AWG STRANDED INSULATED GREEN COPPER CONDUCTOR TO MASTER GROUND BAR IN 1" EMT. PROVIDE MINIMUM 1'-0" BENDING RADIUS.
  - PROVIDE EQUIPMENT CABINET FRAME GROUND CONNECTION BY 1/2 AWG STRANDED INSULATED GREEN COPPER CONDUCTOR TO MASTER GROUND BAR IN 1" EMT. PROVIDE MINIMUM 1'-0" BENDING RADIUS.
  - CONTRACTOR SHALL PROVIDE OR MODIFY CABLE TRAY AS REQUIRED TO FACILITATE EQUIPMENT INSTALLATION BASED ON THE LOCATION OF NEW EQUIPMENTS.



**KEY NOTES:**

1 FIRE EXTINGUISHER	10 48VDC POWER BOARD _____ AMP	19 AC MAIN BREAKER PANEL POSITION	28 GPO UNIT	37 TELCO BOARD	46 MPF
2 FIRE SUPPRESSION/ HALON	11 00 TO DC CONVERTER	20 AC SURGE SUPPRESSOR (P/N _____)	29 HVAC UNIT	38 TELCO GROUND BAR	47 ALARM DEMARCATION
3 FIRE SUPPRESSION/ FM 200	12 INVERTER 1 _____ AMP	21 TRANSFER SWITCH/ MANUAL	30 THERMOSTAT/ HVAC CONTROLS	39 MASTER GROUND BAR (MOB)	48 RECTIFIER
4 EMERGENCY LIGHTS	13 INVERTER 2 _____ AMP	22 TRANSFER SWITCH/ AUTOMATIC	31 HUMIDIFIER	40 POWER PLANT RETURN BAR	49 TELCO DIARK
5 FIRST AID KIT	14 COMMERCIAL AC METER	23 MOVABLE COMPUTER PLUG	32 DE HUMIDIFIER (ROOM)	41 NIB (S)	50 MICROWAVE
6 EMERGENCY EYE AND SKIN WASH STATION	15 ELECTRICAL SERVICE ENTRANCE PANEL _____ AMP	24 STANDBY GENERATOR _____ KW	33 DE HUMIDIFIER (DOCK/ WAVEGUIDE)	42 GSD (S)	
7 BATTERIES/ DEL CELL _____ AMP/ HR	16 COMMERCIAL AC SERVICE DISCONNECT	25 AC LEAD BATTERY (S)	34 SUMP PUMP	43 PHONE (POTS)	
8 BATTERY DISCONNECT _____ AMP	17 AC TRANSFORMER KVA	26 INTERNAL SECURITY LIGHTING	35 CABLE ENTRANCE PANEL	44 BB BLOCK	
9 24VDC POWER BOARD _____ AMP	18 COMMERCIAL AC LOAD CENTER _____ AMP	27 LOWER CONSTRUCTION LIFTING CONTROL BOX	36 QUARTER WAVE STUB (QWS)	45 BOX PANEL _____ PDS	

**1 EQUIPMENT LAYOUT**  
SCALE 24" = 1'-0"

**CH2M HILL**  
 11800 NE 14TH ST  
 BELLEVUE, WA 98007  
 TEL: 206 452 1400  
 FAX: 206 452 1401

THIS DRAWING IS CONSIDERED VALID BY THE SOLE PROPERTY OF CH2M HILL. IT IS PROVIDED FOR USE BY YOU. NO WARRANTIES, EXPRESSED OR IMPLIED, ARE MADE BY CH2M HILL. THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF CH2M HILL. ALL RIGHTS RESERVED. © 2007

**OSKAMS**  
 SB-25  
 10808 NE 145TH ST.  
 BOTHELL, WA 98018

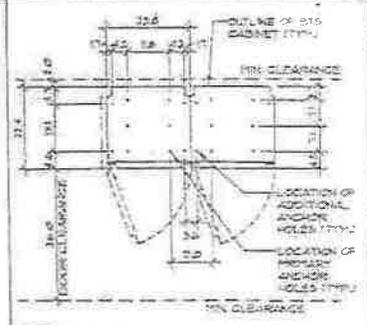
**AT&T**  
 Business Services  
 NETWORKS  
 870 EASTLARK STREET E.  
 SEATTLE, WA 98104

NO.	DATE	BY	CHKD.	REV.

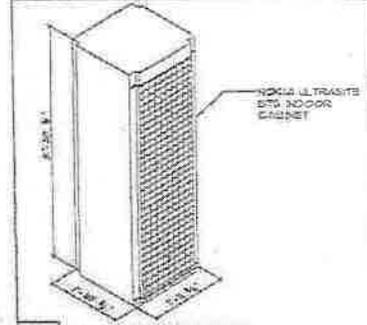
**EQUIPMENT LAYOUT AND DETAILS**

NO.	DATE	BY	CHKD.	REV.

SEA0371 SEA0371-SB25-0217



**2 INDOOR CABINET ANCHOR PLAN**  
SCALE 9/8" = 1'-0"



**3 INDOOR CABINET DETAIL**  
SCALE N.T.S.

October 3, 2016

August 1, 2007- July 31, 2008	\$2,345.17/month
August 1, 2008- July 31, 2009	\$2,462.43/month
August 1, 2009- July 31, 2010	\$2,585.55/month

Effective immediately, Paragraph 4 of the Lease ("Use of Premises") is amended to include two Lucent UMTS radio and battery cabinets (one each), as identified on the Equipment List, attached to this Amendment #3 as the revised **Exhibit C**, and as located on the Site Plans, attached to this Amendment #3 as an update to **Exhibit A** of the Lease.

Effective immediately, Section 7 of the Lease ("Notices") is amended by replacing Lessee's (notice) address with the following addresses:

As to Lessee:           c/o Cingular Wireless LLC  
                              Attn: Network Real Estate Administration  
                              Re: Cell Site #SB25, Cell Site Name: OSKAMS/Northshore  
                              6100 Atlantic Boulevard  
                              Norcross, GA 30071

with a copy to:       Cingular Wireless, PCS, LLC  
                              Attn: Legal Department  
                              Paramus, NJ 07652  
                              Re: Cell Site #SB25, Cell Site Name: OSKAMS/Northshore

In addition, Lessor's (notice) address is modified and replaced with:

King County Facilities Management Division  
Real Estate Services Section  
500 Fourth Avenue, Suite 500  
Seattle, WA 98104-2337  
Attn: Wireless Facility Leasing Agent

Effective immediately, Lessee agrees to pay to Lessor a one-time payment of three hundred dollars (\$300) as additional consideration for this Lease Amendment, due and owing within 30 days of mutual execution of this First Amendment, and payable to the King County Facilities Management Division, Asset Development and Management Section at the address set forth above.

In addition, ALL OTHER TERMS AND CONDITIONS OF THE LEASE, AS AMENDED, SHALL APPLY.

October 3, 2016

STATE OF Washington)

) ss

COUNTY OF King)

I certify that E. Don MacLeod signed this instrument, on oath stated that they were authorized by New Cingular Wireless PCS, LLC to execute the instrument and acknowledged it as the Executive Director of Network Services of New Cingular Wireless PCS, LLC to be the free and voluntary act of said corporation for the uses and purposes mentioned in the instrument.

Date: 8/16/05

NOTARY PUBLIC

HEATHER M. WRIGHT  
(printed name)

in and for the State of WA  
residing at SEATTLE, WA. My  
appointment expires 3/14/09.

October 3, 2016

King County Lease #: 1696  
King County Site: Northshore HC  
Lessee Site #: SB25  
Lessee Site: OSKAMS/Northshore

## EXHIBIT C

### EQUIPMENT LIST

All communications equipment to be installed on the Premises shall be listed below. Photographs or simulations and specification sheets of the communications equipment shall be attached to this list and included as part of Exhibit C.

Communications Equipment:

Shelter: Andrews, Model No. RCS 11528-27-WA2-95

Antennas: Three (3) ADC DFX-Dual-Band 820-900 & 1850-1990 MHz HBW 65

Pole: Valmont Model No. P1001

Equipment: Two(2) Lucent UMTS cabinets (1 radio, 1 battery)

One (1) Nokia BTS Cabinet

Four (4) Radio Cabinets (original installation)

One (1) GPS antenna

One (1) LMU antenna

cable run

Other supporting equipment for operation of above

October 3, 2016

Effective immediately, Section 7 of the Lease ("Notices") is amended by replacing the (notice) addresses with the following addresses:

If to Lessee:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: SB25; Cell Site Name: Oskams (WA)  
Fixed Asset No: 10092582  
1255 Cingular Way, Suite 1300  
Alpharetta, GA 30004

With a required copy of such notices sent to AT&T Legal at:  
If sent via certified or registered mail:

New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department  
Re: Cell Site #: SB25; Cell Site Name: Oskams (WA)  
Fixed Asset No: 10092582  
PO Box 97061  
Redmond, WA 98073-9761

Or

If sent via nationally recognized overnight courier:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: SB25; Cell Site Name: Oskams (WA)  
Fixed Asset No: 10092582  
16331 NE 72<sup>nd</sup> Way  
Redmond, WA 98052-7827

A copy sent to the Legal Department is an administration step which alone does not constitute legal notice. Either party here to may change the place for giving of notice to it by thirty (30) days' prior written notice to the other

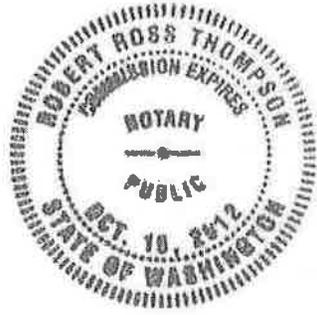
If to Lessor:

King County Facilities Management Division  
Real Estate Services Section  
500 Fourth Avenue, Suite 800  
Seattle, WA 98104-2337  
Attn: Wireless Facility Leasing Manager

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

I certify that <sup>Harold McNeely</sup> Stephen L. Salyer signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument and acknowledged it as the Manager of the Real Estate Services Section of King County, Washington, to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Date: 6/28/12



[Signature]  
NOTARY PUBLIC

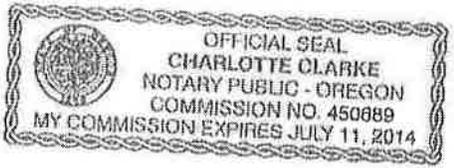
Robert Thompson  
(printed name)

in and for the State of Washington residing at  
SEATTLE. My appointment  
expires 6/15/12.

STATE OF Oregon )  
 ) ss  
COUNTY OF Washington )

I certify that Geni Roper signed this instrument, on oath stated that they were authorized by New Cingular Wireless PCS, LLC to execute the instrument and acknowledged it as the Area Mgr of New Cingular Wireless PCS, LLC to be the free and voluntary act of said corporation for the uses and purposes mentioned in the instrument.

Date: 6/15/12



NOTARY PUBLIC  
[Signature]  
(printed name) Charlotte Clarke

in and for the State of Oregon  
residing at Thurston OR.. My  
appointment expires 7/11/14.

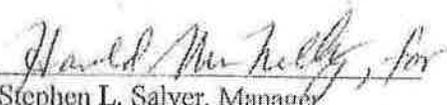
October 3, 2016

IN WITNESS WHEREOF, Lessor and Lessee agree to and execute this Lease Amendment on the dates specified below:

LESSEE:  
New Cingular Wireless PCS, LLC,  
a Delaware limited liability company  
By: AT&T Mobility Corporation  
Its: Manager

LESSOR:  
King County, Washington

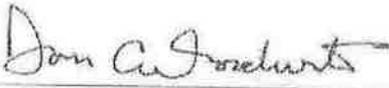
By:   
Print Name: WAYNE WOOTEN

By: , for  
Stephen L. Salyer, Manager  
Real Estate Services Section

Its: ALERT UNIT  
Date: 9-25-12

Date: 10/11/12

APPROVED AS TO FORM ONLY:

By:   
Don Woodworth,  
Senior Deputy Prosecuting Attorney  
King County, Washington

Date: 10/11/12

October 3, 2016

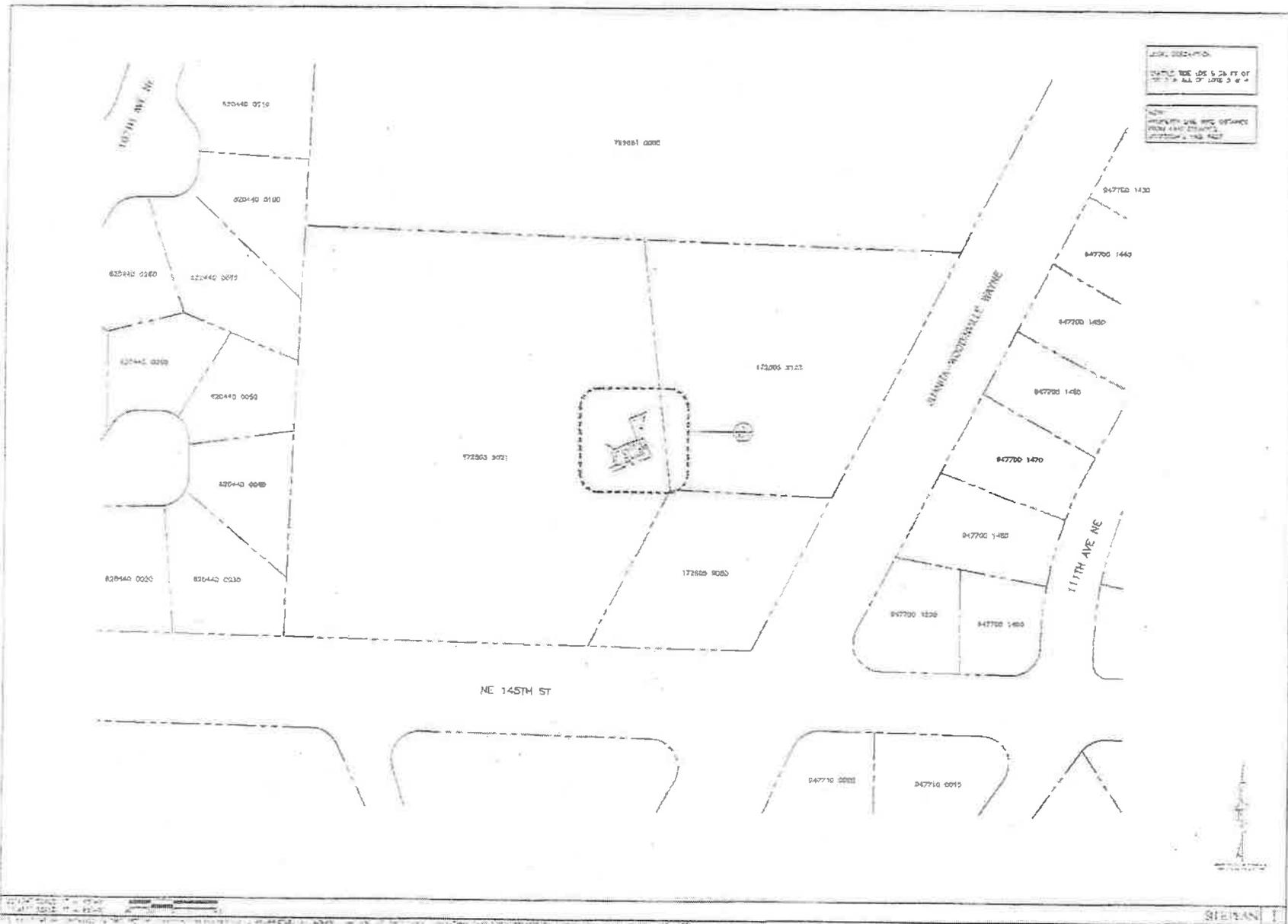
King County Lease #: 1696  
King County Site: Northshore HC  
Lessee Site #: SB25  
Lessee Site: OSKAMS/Northshore

**EXHIBIT A**

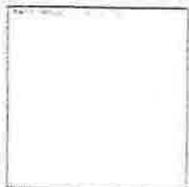
**SITE PLANS**



October 3, 2016



SCALE: 1" = 100' (AS SHOWN)  
 DATE: 10/03/16  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]



**OSKAMS**  
 SR25  
 10000 1st Street NE  
 Seattle, WA 98115

NO.	DATE	DESCRIPTION

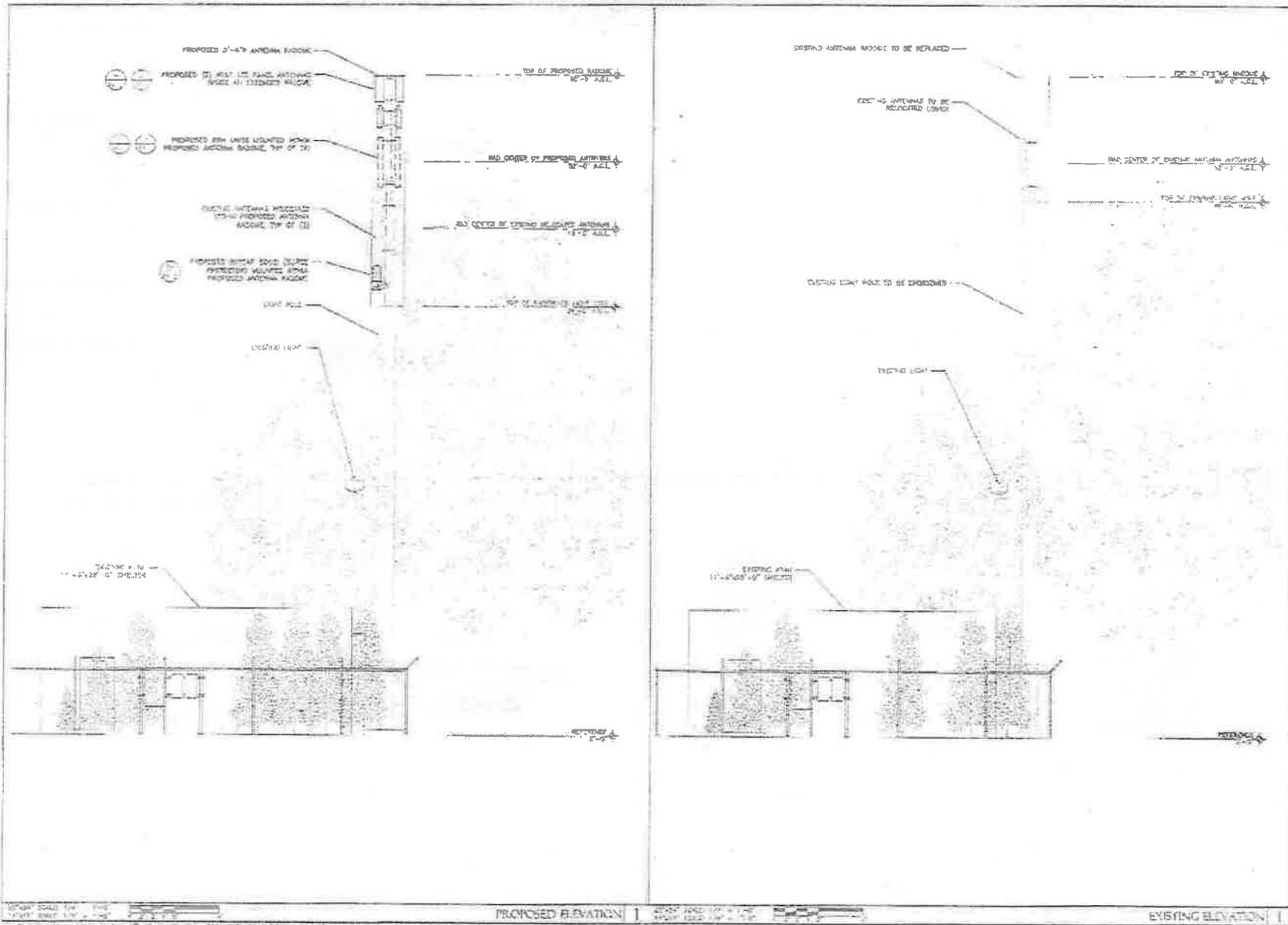
NOT FOR CONSTRUCTION UNLESS  
 LABELED AS CONSTRUCTION SET

DATE: 10/03/16  
 SHEET NO: 1  
**C-1**

11/17/15 10:12 AM  
 11/17/15 10:12 AM

SEE PLAN 1

October 3, 2016



**OSKAMS**  
S625  
CROSS THE LINE

REVISIONS	

NOT FOR CONSTRUCTION LABELS LABELED AS CONSTRUCTION SET

SHEET TITLE  
TOWER ELEVATION

SHEET NUMBER  
**A-2**

PROPOSED ANTENNA CONFIGURATION AND SCHEDULE													
SECTOR X	AZIMUTH	RAD CENTER	NUMBER OF ANTENNAS	VENDOR	MODEL	TYPE	MODE	RET	TWA	NUMBER OF FEEDERS	COAX #	FEEDER LENGTH	DISPOSED
OSK 850													
OSK 1500													
UMTS 850	150°	45'-0"	1	ALAN DICK	APL-0200	U				1	7/8"	101'-0"	NO
UMTS 1500													
UMTS 1900_1													
LTE 700	140°	30'-0"	1	KOBELTEK	8001-2104	U	U	YES	NONE	1	7/8"	100'-0"	NO

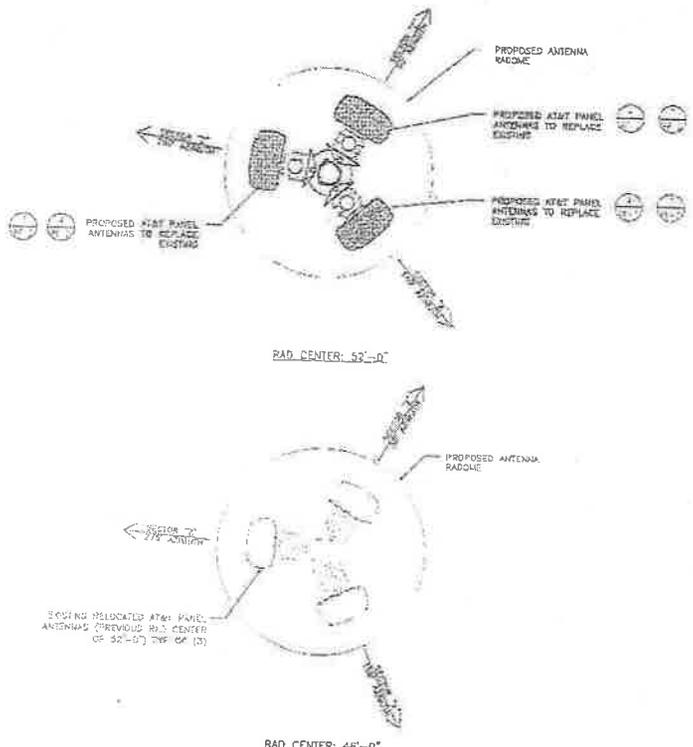
  

PROPOSED ANTENNA CONFIGURATION AND SCHEDULE													
SECTOR Y	AZIMUTH	RAD CENTER	NUMBER OF ANTENNAS	VENDOR	MODEL	TYPE	MODE	RET	TWA	NUMBER OF FEEDERS	COAX #	FEEDER LENGTH	DISPOSED
OSK 850													
OSK 1500													
UMTS 850	275°	45'-0"	1	ALAN DICK	APL-0200	U				1	7/8"	101'-0"	NO
UMTS 1500													
UMTS 1900_1													
LTE 700	280°	52'-0"	1	KOBELTEK	8001-2104	U	U	YES	NONE	1	7/8"	102'-0"	NO

PROPOSED ANTENNA CONFIGURATION AND SCHEDULE													
SECTOR Z	AZIMUTH	RAD CENTER	NUMBER OF ANTENNAS	VENDOR	MODEL	TYPE	MODE	RET	TWA	NUMBER OF FEEDERS	COAX #	FEEDER LENGTH	DISPOSED
OSK 850													
OSK 1500													
UMTS 850	10°	45'-0"	1	ALAN DICK	APL-0200	U				1	7/8"	100'-0"	NO
UMTS 1500													
UMTS 1900_1													
LTE 700	80°	52'-0"	1	KOBELTEK	8001-2104	U	U	YES	NONE	1	7/8"	100'-0"	NO

NOTE: FIELD VERIFY ALL COAX LENGTHS.



EXISTING ANTENNA CONFIGURATION AND SCHEDULE													
SECTOR X	AZIMUTH	RAD CENTER	NUMBER OF ANTENNAS	VENDOR	MODEL	TYPE	MODE	RET	TWA	NUMBER OF FEEDERS	COAX #	FEEDER LENGTH	DISPOSED
OSK 850													
OSK 1500													
UMTS 850	150°	45'-0"	1	ALAN DICK	APL-0200	U				1	7/8"	101'-0"	NO
UMTS 1500													
UMTS 1900_1													
LTE 700	140°	30'-0"	1	KOBELTEK	8001-2104	U	U	YES	NONE	1	7/8"	100'-0"	NO

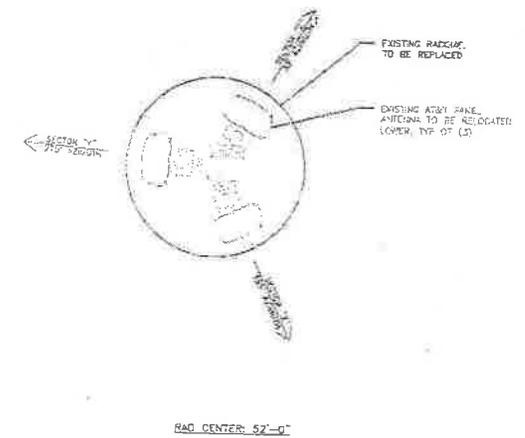
  

EXISTING ANTENNA CONFIGURATION AND SCHEDULE													
SECTOR Y	AZIMUTH	RAD CENTER	NUMBER OF ANTENNAS	VENDOR	MODEL	TYPE	MODE	RET	TWA	NUMBER OF FEEDERS	COAX #	FEEDER LENGTH	DISPOSED
OSK 850													
OSK 1500													
UMTS 850	275°	45'-0"	1	ALAN DICK	APL-0200	U				1	7/8"	101'-0"	NO
UMTS 1500													
UMTS 1900_1													
LTE 700	280°	52'-0"	1	KOBELTEK	8001-2104	U	U	YES	NONE	1	7/8"	102'-0"	NO

EXISTING ANTENNA CONFIGURATION AND SCHEDULE													
SECTOR Z	AZIMUTH	RAD CENTER	NUMBER OF ANTENNAS	VENDOR	MODEL	TYPE	MODE	RET	TWA	NUMBER OF FEEDERS	COAX #	FEEDER LENGTH	DISPOSED
OSK 850													
OSK 1500													
UMTS 850	10°	45'-0"	1	ALAN DICK	APL-0200	U				1	7/8"	100'-0"	NO
UMTS 1500													
UMTS 1900_1													
LTE 700	80°	52'-0"	1	KOBELTEK	8001-2104	U	U	YES	NONE	1	7/8"	100'-0"	NO

NOTE: FIELD VERIFY ALL COAX LENGTHS.



MORRISON HERSHFELD  
 1850 NE 2nd Ave, Suite 100  
 Portland, OR 97232  
 TEL: 503.251.1000 FAX: 503.251.1001  
 www.morrisonhershfeld.com

OSKAMS  
 SB25  
 PARCELS NO. 4011, 4111, 4211  
 DISTRICT NO. 04, 10, 11, 12

DATE	DESCRIPTION

NOT FOR CONSTRUCTION UNLESS LABELLED AS CONSTRUCTION SET

PROJECT NO.	
DATE	

SHEET TITLE  
 ANTENNA CONFIGURATION

SHEET NUMBER  
 R.F.1

PROPOSED ANTENNA CONFIGURATION 2

EXISTING ANTENNA CONFIGURATION 1



October 3, 2016

King County Lease #: 1696  
King County Site: Northshore HC  
Lessee Site #: SB25  
Lessee Site: OSKAMS/Northshore

## EXHIBIT C

### EQUIPMENT LIST

All communications equipment to be installed on the Premises shall be listed below. Photographs or simulations and specification sheets of the communications equipment shall be attached to this list and included as part of Exhibit C.

Communications Equipment:

Shelter: Andrews, Model No. RCS 11528-27-WA2-95

Antennas: Three (3) ADC DFX-Dual-Band 820-900 & 1850-1990 MHz HBW 65  
Three (3) Kathrein.80010764

Pole: Valmont Model No. P1001 -

Equipment: Two (2) Lucent UMTS cabinets (1 radio, 1 battery)

One (1) Nokia BTS Cabinet

Four (4) Radio Cabinets (original installation)

One (1) GPS antenna

One (1) LMU antenna

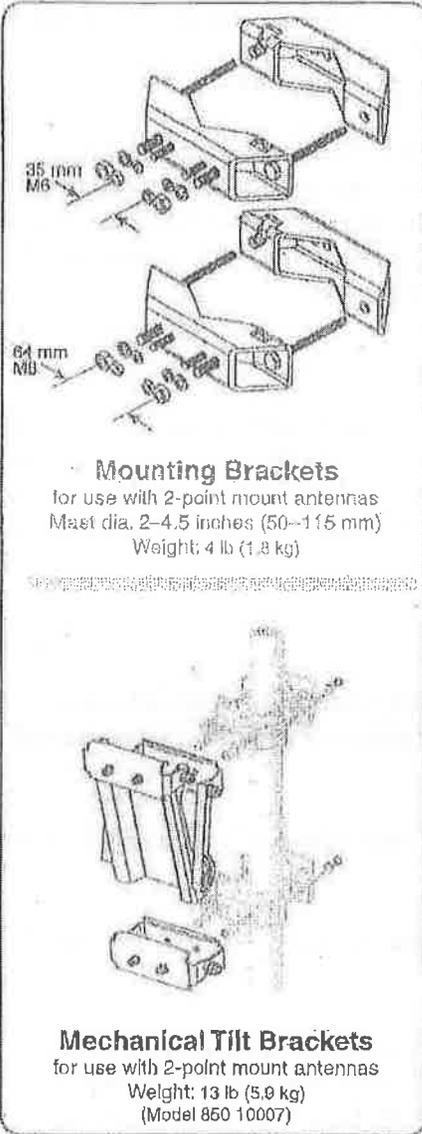
Six (6) RRH Units mounted on pole  
cable run

Other supporting equipment for operation of above

**KATHREIN  
SCALA DIVISION**

**800 10764**

**700 MHz Dual Band 4', 65 Degree Antenna  
RET**

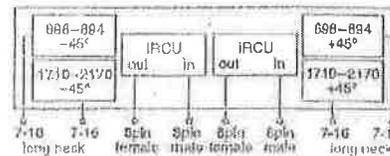
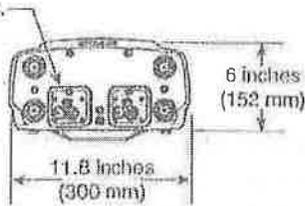
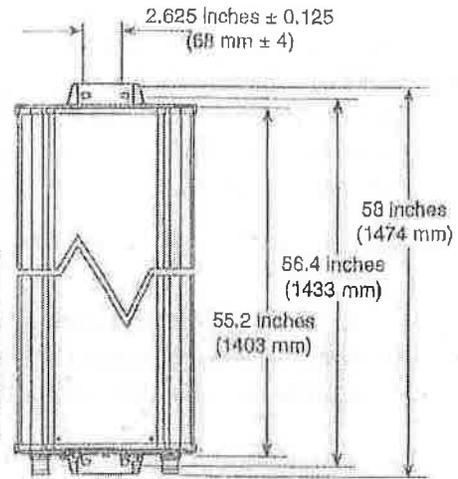


**Mechanical specifications:**

Weight	40.8 lb (18.5 kg)
Dimensions	55.2 x 11.8 x 6 inches (1403 x 300 x 152 mm)
Wind load	at 83 mph (150kph)
Front/Side/Rear	156 lbf / 69 lbf / 160 lbf (690 N) / (260 N) / (710 N)
Wind survival rating*	150 mph (240 kph)
Shipping dimensions	64.8 x 12.6 x 7.5 inches (1646 x 322 x 190 mm)
Shipping weight	50 lb (22.7 kg)
Mounting	Mounting hardware included for 2 to 4.8 inch (50 to 115 mm) OD masts.

KATHREIN 860 10149  
**FC** Tested To Comply With FCC Standards  
This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause unintended operation.

Note: Refer to part number 860 10149 for the specifications of the remote control actuator.



**Order Information:**

Model	Description
800 10764	Dualband antenna with mounting bracket 0°-16° // 0°-10° electrical downtilt
800 10764 K	Dualband antenna with mounting bracket and mechanical tilt bracket 0°-16° // 0°-10° electrical downtilt

\*Mechanical design is based on environmental conditions as stipulated in TIA-222-G-2 (December 2009) and/or ETS 300 019-1-4 which include the static mechanical load imposed on an antenna by wind at maximum velocity. See the Engineering Section of the catalog for further details.

All specifications are subject to change without notice. The latest specifications are available at [www.kathrein-scala.com](http://www.kathrein-scala.com).

Kathrein Inc., Scala Division Post Office Box 4580 Medford, OR 97501 (USA) Phone: (541) 779-6500 Fax: (541) 779-3991  
Email: [communications@kathrein.com](mailto:communications@kathrein.com) Internet: [www.kathrein-scala.com](http://www.kathrein-scala.com)

3. Effective as of the full execution of this Sixth Amendment, Section 15 ("Non-Discrimination") of Exhibit B of the Lease is deleted in its entirety and replaced with the following language:

**15. Nondiscrimination:** Lessee shall not discriminate on the basis of race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under King County Code Ch. 12.16.125. Lessee shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the Lease and may result in ineligibility for further agreements with Lessor.

4. Effective as of the full execution of this Sixth Amendment, Lessee agrees to pay to Lessor a one-time payment of three hundred dollars (\$300.00) as additional consideration for this Amendment, due and owing within thirty (30) days of mutual execution of this Sixth Amendment, and payable to the King County Facilities Management Division, Real Estate Services Section, 500 - 4<sup>th</sup> Avenue, Room 830, Seattle, WA 98104.

5. Effective as of the full execution of this Sixth Amendment, the following sentence is hereby added to the end of Section 18 (A) "Government Approvals":

If requested by Lessee, Lessor, at Lessee's sole cost and expense, shall reasonably cooperate with Lessee in Lessee's efforts to obtain or maintain all documents required by any governmental authority in connection with any development of, or construction on, the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Lessee in accordance with applicable law, rules or regulations to utilize the Premises for the purpose of constructing, maintaining and operating a communication facility, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto, and as authorized by the Lease. Lessor agrees to be named applicant if requested by Lessee.



October 3, 2016

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 31<sup>st</sup> day of July, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Anthony Wright, known to me to be the Director of King County Facilities Management Division, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity, for the purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

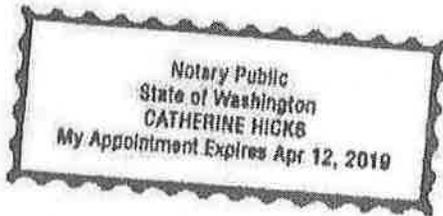
I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgement is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

Dated this 31<sup>st</sup> day of July, 2015.

Catherine Hicks  
(Signature of Notary)

Catherine Hicks  
(Print Name of Notary)



Notary public in and for the state of  
Washington, residing at Seattle  
My appointment expires 04/19/2015

1.12 Rent:

Months	Base Rent per rentable square foot per annum	Base Rent per month
1-3	\$10.00	\$13,564.00

1.13 Security Deposit: Not-Applicable

1.14 Landlord's Address for Notices: 16017 Juanita Woodinville Way NE, Bothell, WA 98011.

1.15 Tenant's Address for Notices:

King County Real Estate Services Section  
830 King County Administration Building  
500 - 4th Avenue  
Seattle, WA 98104  
Attn: Manager, Real Estate Services Section

**2. Premises.**

Landlord hereby leases the Premises to Tenant for the Term set forth above. Tenant currently occupies the Premises due to its prior ownership of the Building and Premises. Landlord is delivering the Premises to Tenant under this Lease, and the Premises shall be accepted by Tenant, in "AS IS" condition as of the Commencement Date.

As part of the tenancy, Tenant shall have exclusive use of the parking area adjacent to the Building that is depicted in Exhibit B-2.

**3. Term.**

3.1 Commencement Date. This Lease shall begin on the date of Closing under that certain Purchase and Sale Agreement by and between Landlord and Tenant and executed as of \_\_\_\_\_, 2016, as defined in Section 10.1 of that agreement ("Commencement Date").

3.2 Expiration Date. This Lease shall expire on the last day of the calendar month that is three (3) months after the Commencement Date ("Expiration Date").

**8. Operating Costs.** Tenant shall pay no operating costs as part of this Lease. This agreement is a full-service Lease, meaning that the cost of all services, utilities, maintenance, and repairs provided by Landlord, and Landlord's other operating costs are included in the monthly Rent.

**9. Maintenance and Repairs.** Subject to Landlord's obligations under this Lease, Tenant shall be responsible for the maintenance and non-structural repairs to the interior of the Premises, which shall be maintained and repaired in a commercially reasonable manner. Tenant shall also be responsible for maintenance and repair of the heating, ventilating and air-conditioning systems. Landlord shall maintain, repair and replace, if necessary, the Building; all Building systems, including but not limited to interior lighting (including replacement of ballasts and starters as required with the exception of light bulb replacement which shall be the responsibility of the Tenant); plumbing; floor coverings; window coverings; elevators (including communications systems); inside and outside walls (including windows and entrance and exit doors); all structural portions of the Building (including the roof and the watertight integrity of same); porches, stairways; sidewalks; exterior lighting; parking lot (including snow removal, cleaning and restriping as required); wheel bumpers; drainage; landscaping and continuous satisfaction of all governmental requirements (example: fire, building energy codes, indoor air quality and requirements to provide architecturally barrier-free premises for persons with disabilities, etc.).

**10. Sublease and Assignment.** Tenant may assign this Lease in whole or in part, or sublet all or any portion of the Premises, with the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

**11. Alterations and Improvements.** Tenant shall be entitled to perform alterations and/or improvements to the Premises (including, without limitation, the installation of fixtures and signs) subject to Landlord's consent, which shall not be unreasonably withheld, conditioned or delayed. Upon Tenant's request, Landlord agrees to perform such alterations or improvements on Tenant's behalf, subject to reimbursement from Tenant for Landlord's actual and reasonable costs. Tenant may from time to time remove any fixtures, alterations or improvements installed by Tenant in or to the Premises; provided that Tenant agrees to repair any damage caused by such removal.

Notwithstanding the foregoing, Tenant may perform alterations and/or improvements to the Premises without obtaining Landlord's prior consent so long as such alterations and/or improvements: (i) do not exceed \$25,000 per project, (ii) are not visible from the exterior of the Premises, (iii) do not adversely affect any Building system or the structural strength of the Building, and (iv) do not require penetrations into the roof of the Building.

**12. Damage and Destruction.** In the event the Premises or Building are destroyed or damaged by fire, earthquake or other casualty so as to render the Premises or Building, in Tenant's sole judgment, unfit for occupancy or Tenant's intended purpose, and the Landlord

insurance provisions of Title 51 RCW. In the event that any of the parties incurs any judgment, award, and/or cost arising therefrom, including attorney fees, expenses, and costs shall be recoverable from the responsible party to the extent of that party's negligence.

**15. Insurance.**

15.1 Landlord acknowledges that Tenant, a Charter County Government under the Constitution of the State of Washington, maintains a fully funded self-insurance program as defined in King County Code 2.21 for the protection and handling of the Tenant's liabilities, including injuries to persons and damage to property. Tenant shall, at its own expense, maintain, through its self-funded program, coverage sufficient for all of its liability exposures for this Lease. Tenant shall provide Landlord with at least thirty (30) days prior written notice of any material change in Tenant's self-funded program and shall provide Landlord with a certificate of self-insurance as proof of coverage. Landlord further acknowledges that Tenant does not maintain a commercial General Liability Insurance policy and is a self-insured government entity; therefore, Tenant does not have the ability to add Landlord as an additional insured to such policy. Should Tenant cease self-insuring its liability exposure and purchase a Commercial General Liability Insurance Policy, Tenant shall add Landlord as an additional insured to such policy. Tenant shall at all times maintain its self-funded program or a Commercial General Liability Insurance Policy, each in an amount sufficient to cover its liability exposure under this Lease.

15.2 Landlord shall maintain throughout the Term commercially reasonable policies of property insurance covering loss of or damage to the Building (including tenant improvements and subsequent alterations) in the full amount of its replacement cost with endorsement to cover code changes. Landlord hereby waives and releases any right of recovery (including by way of subrogation) against Tenant, its officers, employees and agents, for any loss or damage sustained by Landlord with respect to the Building or Premises or any portion thereof or the contents of the same or any operation therein, to the extent such loss or damage is actually insured against or is required hereunder to be insured against.

**16. Mediation. Not-applicable.**

**17. Liens.** Landlord and Tenant shall keep the Premises and the Building free from any liens arising out of any work performed, materials furnished, or obligations incurred by Tenant or Landlord and each shall indemnify and hold harmless the other from and against all liabilities, losses, damages and costs (including reasonable attorney fees and costs) incurred in connection with any such lien. Landlord or Tenant may contest the validity or amount of any such lien or encumbrance in good faith provided that, within forty-five (45) days after the filing of such lien or encumbrance, Landlord or Tenant discharges the same by providing and recording a bond which complies with the requirements of RCW 60.04.161 eliminating said lien and/or encumbrance.

21.2 **Landlord Default; Remedies.** Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event less than thirty (30) days after notice by Tenant to Landlord. If Landlord fails to cure any such default within the allotted time, Tenant may, in its sole discretion and without limiting Tenant's other rights or remedies under this Lease and/or at law, terminate this Lease upon thirty (30) days advance written notice to Landlord. Tenant shall have all remedies available at law or in equity. Nothing herein contained shall relieve Landlord from its duty to perform of any of its obligations to the standard prescribed in this Lease.

**22. Remedies.** Landlord shall have the following remedies upon an Event of Default. Landlord's rights and remedies under this Lease shall be cumulative, and none shall exclude any other right or remedy allowed by law.

22.1 **Termination of Lease.** Landlord may terminate Tenant's interest under the Lease. The Lease shall terminate on the date specified in the notice of termination. Upon termination of this Lease, Tenant will remain liable to Landlord for damages in an amount equal to the Rent and other sums that would have been owing by Tenant under this Lease for the balance of the Lease term, less (i) the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to the termination, after deducting all of Landlord's reasonable, actual reletting expenses or (ii) such amounts as Tenant proves may reasonably be avoided.

22.2 **Re-Entry and Reletting.** Landlord may continue this Lease in full force and effect, and without demand or notice, re-enter and take possession of the Premises or any part thereof, expel the Tenant from the Premises and anyone claiming through or under the Tenant, and remove the personal property of either. Landlord may relet the Premises, or any part of them, in Landlord's or Tenant's name for the account of Tenant, for such period of time and at such other terms and conditions as Landlord, in its discretion, may determine. Landlord may collect and receive the rents for the Premises. To the fullest extent permitted by law, the proceeds of any reletting shall be applied: first, to pay Landlord its reasonable, actual reletting expenses; second, to pay any indebtedness of Tenant to Landlord other than Rent; third, to the Rent due and unpaid hereunder; and fourth, the residue, if any, shall be held by Landlord and applied in payment of other or future obligations of Tenant to Landlord as the same may become due and payable, and Tenant shall not be entitled to receive any portion of such revenue. Re-entry or taking possession of the Premises by Landlord under this Section shall not be construed as an election on Landlord's part to terminate this Lease, unless a notice of termination is given to Tenant. Landlord reserves the right following any re-entry or reletting, or both, under this Section to exercise its right to terminate the Lease. Tenant will pay Landlord the Rent and other sums which would be payable under this Lease if repossession had not occurred, less the net proceeds, if any, after reletting the Premises, including without limitation, all repossession costs, brokerage commissions and costs for securing new tenants, attorneys' fees, remodeling and repair costs, costs for removing persons or property, costs for storing Tenant's property and equipment, and costs of tenant improvements and rent concessions granted by Landlord to any new Tenant, prorated over the life of the new lease.

24.4 Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept or used in or about the Premises or the Real Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, results in any release of any Hazardous Material on the Premises or the Real Property, Tenant shall be solely responsible, at its sole cost, for promptly remediating the same to the extent required by Environmental Law. Landlord's approval of such remediation shall first be obtained, which approval shall not be unreasonably withheld, conditioned or delayed, provided, however, that Tenant shall be entitled to respond immediately to an emergency without prior approval from Landlord, including but not limited to taking actions necessary to prevent the release from migrating, leaching or otherwise spreading, and actions necessary to respond to any immediate obligations imposed on Tenant by Environmental Law. To the extent such Hazardous Material becomes comingled with Hazardous Material released by Landlord or other parties, nothing in this Lease shall prevent Tenant from seeking to recover costs, expenses or any other damages incurred as a result of the presence of such Hazardous Material that was released by Landlord or other parties.

24.5 The provisions of this Article 24 shall survive expiration or earlier termination of this Lease.

## 25. General.

25.1 Heirs and Assigns. This Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns.

25.2 Brokers' Fees. Tenant represents and warrants to Landlord that it has not engaged any broker, finder or other person who would be entitled to any commission or fees for the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Landlord against any loss, cost, liability or expense incurred by Landlord as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant. Landlord represents and warrants to Tenant that it has not engaged any broker, finder or other person who would be entitled to any commission or fees for the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Tenant against any loss, cost, liability or expense incurred by Tenant as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Landlord.

25.3 Entire Agreement. This Lease contains all of the covenants and agreements between Landlord and Tenant relating to the Premises. No prior or contemporaneous agreements or understandings pertaining to the Lease shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or amended except in writing, signed by Landlord and Tenant.

25.4 Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Lease.

October 3, 2016

abridged hereunder by reason of any such transaction. Notwithstanding any foreclosure or sale under any mortgage or deed of trust (or transfer by deed in lieu thereof), this Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year set forth below.

**LANDLORD:**

TTL, LLC

By: Angela D. Lepley

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TENANT:**

KING COUNTY, a political subdivision of the State of Washington

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Senior Deputy Prosecuting Attorney

**APPROVED BY CUSTODIAL  
AGENCY:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**Legal Description**

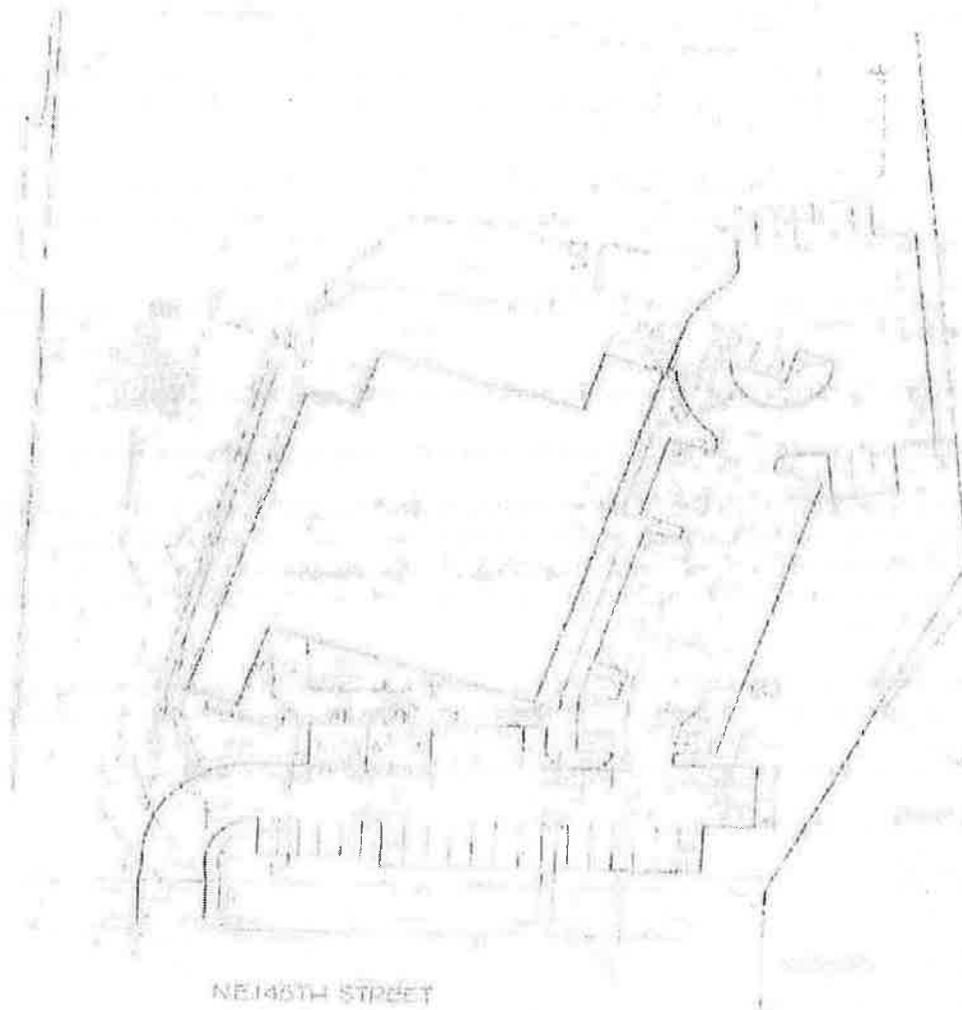
THAT PORTION OF LOT 4 OF KING COUNTY SHORT PLAT NO. 980008, ACCORDING TO SHORT PLAT RECORDED OCTOBER 6, 1981 UNDER RECORDING NO. 8110060576, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;  
THENCE NORTH 01°52'03" EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 42.00 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING ALONG SAID WEST LINE NORTH 01°52'03" EAST 375.28 FEET;  
THENCE SOUTH 88°41'37" EAST 325.00 FEET; THENCE SOUTH 06°00'36" EAST 230.83 FEET;  
THENCE SOUTH 27°47'15" WEST 161.55 FEET TO THE NORTHERLY MARGIN OF NORTHEAST 145TH STREET AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 6254553;  
THENCE NORTH 89°02'11" WEST ALONG SAID NORTHERLY MARGIN 266.04 FEET TO THE TRUE POINT OF BEGINNING.

**EXHIBIT B-2**

**Diagram of Parking**

10808 NE 145<sup>th</sup> Street, Bothell



NE 145TH STREET

(1) NORTHSHORE CENTER SITE PLAN No. 1  
[Scale bar]

October 3, 2016

Exhibit A



July 21, 2016

King County  
King County Facility Management Division  
Real Estate Services Section  
500 Fourth Avenue, Room 830  
Seattle, WA 98104

RE: Waiver of Contingencies of Northshore Public Health, 10808 NE 145<sup>th</sup> Street, Bothell, WA, 98011

Please accept this notice to waive the Due Diligence Contingency in the Purchase and Sale Agreement dated, June 6, 2016.

Per email from King County dated July 21, 2016, Seller agrees that \$132,500.00 shall be held back in escrow from Seller's net proceeds (the "Holdback Funds"). After Closing, the Holdback Funds shall be used towards any work required on the HVAC system, including but not limited to repairs, maintenance, upkeep, and/or upgrades (the "HVAC Work"). Seller shall not be involved in the HVAC Work, nor shall Seller be liable for more than the Holdback Funds. To the extent any Holdback Funds remain after completion of the HVAC Work, said remaining funds shall be paid directly against Buyer's loan. This provision has been approved (and is required) by Buyer's Lender. The scope and content of the HVAC Work shall be as determined by Buyer and Buyer's Lender. Under no circumstances shall Seller be entitled to the Holdback Funds.

Sincerely,

Handwritten signature of Angela D. Lepley in black ink.

Angela D. Lepley  
TTL, LLC

Seller Acknowledgment:

By: Handwritten signature of Anthony Wright in black ink.  
Name: Anthony Wright  
Title: Director Facilities Mgmt Div  
Date: 8/2/16

elevators (including communications systems); inside and outside walls (including windows and entrance and exit doors); all structural portions of the Building (including the roof and the watertight integrity of same); porches, stairways; sidewalks; exterior lighting; parking lot (including snow removal, cleaning and restriping as required); wheel bumpers; drainage; landscaping and continuous satisfaction of all governmental requirements (example: fire, building, energy codes, indoor air quality and requirements to provide architecturally barrier-free premises for persons with disabilities, etc.);

3. All other terms and conditions shall remain unchanged and in full force and effect.

EXECUTED as of the dates set forth below:

KING COUNTY

By: [Signature]  
Anthony Wright  
Director, King County Facility Management Division

Date: 9/9/2016, 2016

APPROVED AS TO FORM:

By: [Signature]  
Senior Deputy Prosecuting Attorney

TTL, LLC

By: [Signature]  
Angela D. Lepley, Member  
TTL, LLC

Date: 9/7, 2016