



KING COUNTY FIRE PROTECTION DISTRICT 40 BOARD OF FIRE COMMISSIONERS

REGULAR MEETING AGENDA

9:00 A.M. – Monday, September 8, 2025

Fire Station #13, 18002 108th Ave SE, Renton, WA 98055

Zoom Webinar: <https://us02web.zoom.us/j/83089467236>

Dial-in: (253) 215-8782 | Webinar ID: 830 8946 7236

View Live via Facebook: <http://www.Facebook.com/RentonRFA>

Call Meeting to Order

Flag Salute

Roll Call

Seminars/Meetings/Conferences

- WFCA Conference Oct. 22nd – 25th at the Tulalip Resort

Citizen and/or other Comments

Consent Agenda

- Approval of [Minutes from July 14, 2025](#), Regular Meeting

Correspondence

Unfinished Business

New Business

- [Verizon Cell Tower Assignment and Assumption Agreement](#)

Executive Session

Good of the Order

Adjournment

If you would like to be included on the next regular Board of Commissioners meeting agenda, please call 425-276-9500 at least one week prior to the meeting and provide your name and phone number.



King County Fire Protection District #40

14810 SE Petrovitsky Rd

Renton, WA 98058

Office: (425) 276-9500

Fax: (425) 276-9592

MINUTES

KCFD 40 Board of Commissioners Regular Meeting

9:00 A.M. – Monday, July 14, 2025

Fire Station #14 – 1900 Lind Ave SW, Renton (or Video Conference)

CALL TO ORDER

Board Chair Parsons called the meeting to order at 9:00 a.m.

FLAG SALUTE

ROLL CALL

Commissioners Present:

Steve Parsons, Chair

Linda Sartnurak, Vice-Chair

Joe Pratt

Charlotte Ryan

Commissioners Not Present:

Andrew Schneider

Administrative Staff Present:

Fire Chief Heitman, Chief Administration Officer Samantha Babich, Deputy Chief Mark Seaver, Deputy Chief Dan Alexander, Deputy Chief Ryan Simonds, Site Reliability Engineers Wyatt Humphreys and Javier Esparza and Board Secretary Samantha Vergara.

A **MOTION** was made by Board Member Ryan and **SECONDED** by Board Member Sartnurak to excuse the absent board member from the meeting. **MOTION CARRIED (4-0)**

SEMINARS/MEETINGS/CONFERENCES

Board Member Ryan noted the next conference will be in October.

CITIZEN AND/OR OTHER COMMENTS

There were none.

CONSENT AGENDA

A **MOTION** was made by Board Member Sartnurak and **SECONDED** by Board Chair Parsons to approve the minutes of the June 12, 2025, regular meeting. **MOTION CARRIED (4-0)**

CORRESPONDENCE

There was no correspondence.

UNFINISHED/OLD BUSINESS

There was no unfinished business.

NEW BUSINESS

- Assignment and Assumption Agreement: ILA for Fire Protection Services to SPU Properties

A **MOTION** was made by Board Chair Parsons and **SECONDED** by Board Member Sartnurak to sign the agreement as presented. **MOTION CARRIED (4-0)**

- 2025 Q2 Finance Report was presented by Board Member Ryan with Board Member Pratt confirming FD40 was on target with the budget.

EXECUTIVE SESSION

There was no executive session.

GOOD OF THE ORDER

Commissioner Ryan shared appreciation for FD40 officially becoming a part of the Renton RFA and Chief Heitman echoed that sentiment.

ADJOURNMENT

The meeting was adjourned at 9:05 a.m.

Steve Parsons, Board Chair

Samantha Vergara, Board Secretary

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (“Agreement”) is entered into between KING COUNTY FIRE DISTRICT NO. 40 (“District”), a Washington State municipal corporation, SEATTLE SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS (“Lessee”), and the RENTON REGIONAL FIRE AUTHORITY (“RRFA”), a Washington State municipal corporation, referred to collectively herein as the “Parties,” for purposes of the District assigning and the RRFA assuming the obligations of the Amended and Restated Site Lease Agreement (“Restated Lease”) attached hereto.

WHEREAS, the District, as Lessor, entered into the Restated Lease with Lessee on January 10, 2023, with said Restated Lease attached hereto as Exhibit A; and

WHEREAS, on April 22, 2025, the voters of the District approved the annexation of the District into the RRFA for fire protection and emergency medical service purposes; and

WHEREAS, pursuant to the successful election, the annexation is to be effective on July 1, 2025; and

WHEREAS, the District and the RRFA have agreed that all District contracts and assets are to be transferred to the RRFA due to the aforementioned annexation; and

WHEREAS, the Restated Lease requires consent of the Lessee to assignment of the Restated Lease; and

WHEREAS, the Parties desire to memorialize the consent of Lessee and the District to the assignment of the Restated Lease, and memorialize the RRFA’s assumption of all obligations and liabilities of Lessor under the Restated Lease.

THEREFORE, in exchange for the Mutual Promises contained herein, and for other good and valuable consideration, the Parties agree as follows:

1. The District and the RRFA are aware of no liens or other encumbrances on the Property impeding its use for the purposes set forth in the Restated Lease; and
2. The District has conveyed the Property to the RRFA by deed; and
3. The District VOLUNTARILY ASSIGNS its rights as Lessor under the Restated Lease to the RRFA, which shall act as Lessor from the execution of this Agreement; and

KCFD40/RRFA/Verizon
Assignment and Assumption Agreement

4. The Lessee UNEQUIVOCALLY consents to this assignment and agrees that this assignment shall in no manner impact Lessee's obligations under the Restated Lease; and
5. The RRFA UNEQUIVOCALLY agrees to and ASSUMES all of the benefits and obligations of Lessor under the Restated Lease; and
6. The Lessee and the RRFA hereby RELEASE the District from any and all obligations and liabilities under the Restated Lease; and
7. This Agreement need not be recorded with King County, but either Lessee or the RRFA may opt to file a Memorandum of Assignment with King County; and
8. The Lessee agrees that the RRFA has filed all necessary forms with Lessee to memorialize the nature of future financial transactions under the Restated Lease.

This Agreement is HEREBY EXECUTED upon the last-dated signature below.

FOR THE DISTRICT:

Steven W Parsons

Steven W Parsons (Aug 13, 2025 12:44:19 PDT)

Steve Parsons, Board Chair

FOR RENTON REGIONAL FIRE AUTHORITY:

Steven C Heitman

Steven C Heitman (Aug 13, 2025 10:20:58 PDT)

Steven C. Heitman, Fire Chief

FOR THE LESSEE:

Printed Name/Title

Signature

Date

KCFD40/RRFA/Verizon
Assignment and Assumption Agreement

EXHIBIT A (RESTATED LEASE)

AMENDED AND RESTATED SITE LEASE AGREEMENT

THIS AMENDED AND RESTATED SITE LEASE AGREEMENT (this "**Restated Lease**") is made and entered by and between KING COUNTY FIRE PROTECTION DISTRICT NO. 40, a Washington State municipal corporation ("**LESSOR**"), and SEATTLE SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS, a Delaware partnership ("**LESSEE**") and will be effective on the last date (the "**Effective Date**") that the Agreement is executed by both parties hereto, as indicated in their signature blocks below. LESSOR and LESSEE are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**."

WHEREAS, LESSOR is the owner of that certain real property (the "**Property**") located in the City of Renton, Washington State, King County, as is more particularly described in Exhibit A – Property Description attached hereto, which has the "**Primary Use**" as a fire station that provides emergency services to the surrounding area within King County; and

WHEREAS, the Parties or their predecessors-in-interest entered that certain Option and Site Lease Agreement with an effective date of November 21, 1996 (the "**Original Lease**"), pursuant to which LESSEE constructed and currently operates a 130 foot tall monopole communications tower (the "**Cell Tower**") and ancillary equipment, including but not limited to antennas, conduits, fencing, and other screening (collectively, the "**LESSEE Facilities**"), on that certain portion of the Property (the "**Premises**"), as is more particularly depicted and described in that portion of the as-built survey attached hereto as Exhibit B – Premise Description; and

WHEREAS, the Original Lease is scheduled to expire at midnight on January 20, 2023, and the Parties desire to continue the leasing relationship established under the Original Lease but under the new terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the Parties hereto agree to amend and restate the Original Lease as follows:

1. RECITALS: ORIGINAL LEASE. The above recitals are incorporated herein by this reference. All terms and conditions of the Original Lease are hereby deleted in their entirety and are replaced and superseded with the terms and conditions set forth in this Restated Lease.

2. GRANT.

a. Premises and Easements. Subject to the terms and conditions of this Restated Lease, LESSOR hereby exclusively leases to LESSEE and LESSEE hereby exclusively leases from LESSOR, the Premises, together with a non-exclusive and simultaneous right of access (the "**Access Right of Way**") over and across the Property from S.E. Petrovitsky Rd. to the Premises (the "**Access ROW Area**"), and the non-exclusive and simultaneous right to use (the "**Utility Right of Way**") certain portions of the Property (the "**Utility ROW Area**") for the installation of underground utility wires, cables, conduits, and pipes to provide power and network connectivity to the Premises. The Access ROW Area and the Utility Right of Way Area are collectively referred to hereinafter as the "**ROW Areas**" and are more particularly depicted and described in that portion of the survey attached hereto as Exhibit C – Rights of Way Area Descriptions.

b. As-Is Condition. LESSEE accepts the Property and the ROW Areas in "as-is" condition and expressly without warranties or representations of fitness for a particular use or of any kind.

c. **Permitted Use.** Subject to the terms and conditions of this Restated Lease, LESSEE may use the Premises for (i) the installation, construction, maintenance, repair, replacement, and operation of an unmanned telecommunications facility comprised of the LESSEE Facilities, (ii) the transmission and reception of communications signals to and from the LESSEE Facilities over frequencies licensed to LESSEE by the Federal Communications Commission, and (iii) for no other purpose.

d. **As-Built Survey.** Within sixty (60) days of the Effective Date, Lessee shall provide Lessor with an "As-Built Survey" that depicts the Premises, the Access ROW Area, and the Utility ROW Area, which, upon the mutual consent of the Parties, shall be attached hereto as Exhibits B and C, as appropriate, without the requirement of an additional amendment to this Restated Lease.

3. **TERM.**

a. **Initial Term.** This Restated Lease will commence upon the Effective Date and will continue for a period of five (5) years from January 21, 2023 (the "Initial Term"), having an expiration date of January 21, 2028.

b. **Extensions.** The Initial Term will automatically extend for five (5) additional five (5) year terms (each an "Extension Term") unless LESSEE gives LESSOR written notice of its intent to terminate at least three (3) months prior to the expiration of the then-current Extension Term. Notwithstanding the above, LESSOR will have the right to terminate this Restated Lease at the commencement of each of the fourth (4th) and fifth (5th) Extension Terms provided LESSOR provides LESSEE with LESSOR's notice of an intent to terminate at least three (3) months prior the expiration of the then-current fourth (4th) or fifth (5th) Extension Term. Paragraphs (a) and (b) of this Section 3 are subject to Section 18 - Remedies in the event of Default.

4. **RENT; OTHER FEES.**

a. **Rental Payments; Escalation.** Within thirty (30) days of the Effective Date, LESSEE will pay LESSOR an annual base rental payment ("Base Rent") of Forty-Eight Thousand and no/100 (\$48,000) Dollars, which will be escalated by two (2%) percent on January 21, 2024, and on each anniversary of January 21st (the "Rent Due Date") thereafter. Base Rent will be paid in one lump sum on the Rent Due Date, annually, in advance, on January 21st, and without demand or right of set-off, to LESSOR at 14810 SE Petrovitsky Rd, Renton, WA 98058, or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any payment due date by notice given in accordance with Paragraph 14 - **Notice**, below. Upon agreement of the Parties, LESSEE may pay Rent (as defined below) by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. **One-Time Payment.** Within thirty (30) days of the Effective Date, LESSEE will pay LESSOR a one (1x) time lump sum payment in the amount of Thirty-Five Thousand and no/100 (\$35,000) dollars.

c. **Reimbursements.** In addition to LESSEE's obligation to pay Base Rent hereunder, LESSEE will reimburse LESSOR for any reasonable and actual costs, fees, or other expenses incurred by LESSOR in the review, supervision, and/or implementation of (i) any request from LESSEE to modify the Premises, the Cell Tower, or the Easement Areas, and/or (ii) any request from LESSEE that requires, in LESSOR's reasonable discretion, the use of any legal counsel, accounting or other professional service

provider, expert, or consultant. All reimbursable costs, fees, or other expenses paid to LESSOR by LESSEE pursuant to this Restated Lease will be considered "Additional Rent"; all references to "Rent" hereunder will collectively include "Base Rent", "Additional Rent" and "Revenue Share" (as defined below). Except as to Base Rent and Revenue Share, LESSEE will remit payment of any amounts owed under this Restated Lease within thirty (30) days of LESSEE's receipt of an invoice for the same.

d. Late Payments. Any payment made late by LESSEE to LESSOR will be subject to a penalty of the lesser of (i) five percent (5%) per month, compounded monthly, or (ii) the highest rate permitted by law, for each month or portion of a month said payment is late until said amount has been paid in full. A payment will be deemed late if it is not a full payment or if it is received by LESSOR after the tenth (10th) calendar day from which it was due.

e. Documentation. For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; (iii) LESSEE's payment direction form, and (iv) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental will accrue in accordance with this Restated Lease, but LESSEE will have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE will deliver the accrued rental payments as directed by LESSOR.

f. Survival. LESSEE's obligation to pay any past due Rent under this Paragraph 4 will survive the expiration or early termination of this Restated Lease.

5. ACCESS. Subject to the Primary Use, LESSEE and its employees, contractors, and agents (collectively, the "Permitted Parties") will have the right to access the Premises and use the Rights of Way Areas 7 days a week, 24 hours a day subject to the site installation and operating procedures ("SIOP") attached hereto as Attachment 1 – SIOP.

6. IMPROVEMENTS. Improvements to the LESSEE Facilities and other improvements on the Premises and within the Utility ROW Area (no improvements are permitted in the Access ROW Area) will be performed in a good and workman like manner, in compliance with all Applicable Laws (as defined below), at LESSEE's sole cost and expense, and at LESSEE's sole discretion and option. LESSEE will have the right to replace, repair, add to or otherwise modify the LESSEE Facilities, or any portion thereof, and the licensed frequencies over which the LESSEE Facilities operates, at no additional cost to LESSEE, whether or not any of the LESSEE Facilities are listed on any exhibit. LESSEE will only be required to obtain LESSOR consent for modifications that increase the size of LESSEE's Premises or change the height of the Cell Tower, which change in height will require LESSOR's prior written approval of the new Cell Tower plans, not to be unreasonably withheld. LESSOR will not charge LESSEE additional Rent for any increase in the Cell Tower's height; provided, however, LESSEE will be required to pay the Revenue Share set forth in Paragraph 23(b) below. The Parties acknowledge and agree that LESSOR's agreement to enter this Restated Lease will not in any way (i) be construed as verification that the LESSEE Facilities meet any code or guideline or other approval that may be required of any government entity having jurisdiction or that it complies with any Applicable Law (as defined below), (ii) limit LESSEE's obligations or liability contained in this Restated Lease, or (iii) grant any additional rights to LESSEE under this Restated Lease. In addition, LESSEE recognizes that LESSOR's continuance of the leasing relationship herein is in reliance upon LESSEE's indemnification obligations contained in this Restated Lease and upon LESSEE's assurances that the improvements will comply with Applicable Laws (as defined below). LESSEE further recognizes and

accepts that LESSOR has conducted no independent investigation regarding the LESSEE Facilities and that LESSOR has no obligation to do so.

7. LIENS. LESSEE will not suffer or permit any lien to be filed against the Property by reason of work, labor, services, supplies, or materials requested or performed on behalf of LESSEE. If any such lien is filed at any time, LESSEE will cause it to be cancelled and discharged of record, or fully bonded, within thirty (30) days after LESSEE's receipt of notice of the filing thereof.

8. MAINTENANCE OBLIGATIONS; DUTY TO REPAIR.

a. LESSOR Obligations. LESSOR will maintain the Access ROW Area in good operating condition and in a manner that is sufficient to allow pedestrian and light vehicular access to the Property, such standards to be determined in LESSOR's discretion. LESSOR will have no obligation to clear snow from the Access ROW Area except as LESSOR may do so in its ordinary course of operation.

b. LESSEE Obligations. LESSEE will maintain the Premises, and the LESSEE Facilities in accordance with all Applicable Laws (as defined below) and in good order and condition, free and clear of any debris and waste products on the Premises or the Property. LESSEE will promptly repair any damage caused to the Property by the use of the ROW Areas or the Premises by LESSEE or the Permitted Parties. In the event LESSEE will not have made such repairs within the cure periods described in Paragraph 17 – Default, below, in addition to all remedies available to LESSOR under Paragraph 21, LESSOR will be entitled to perform said repairs on LESSEE's behalf and to charge LESSEE for the actual costs of the same, including attorney and/or consultant fees. Notwithstanding the cure periods defined in Paragraph 17, LESSEE will make repairs to the Access ROW Area within twenty-four (24) hours of its receipt of notice of such damage, which notice may be provided by telephone or email to LESSEE's contacts set forth Attachment 2 – LESSEE Maintenance Contacts.

9. UTILITIES. LESSEE will maintain a separate power meter to measure the consumption of electricity used on the Premises and will pay all costs associated therewith, including the cost of installation of any metering devices and maintenance thereof, directly to the utility provider. In no event will LESSOR be responsible for any loss of power to the Premises. In the event of any power interruption at the Premises, LESSEE will be permitted to install, maintain and/or provide access to and use of a temporary power source to be located on the Property and in the Utility ROW Area, including related equipment and appurtenances, such as conduits connecting the temporary power source to the Premises; provided that LESSEE will coordinate the placement of the same with LESSOR prior to its temporary installation. Provided that LESSEE will maintain power and backhaul to the LESSEE Premises at all times, LESSOR retains the one-time right to relocate the Utility Easement Area, at LESSOR's cost and expense, to a mutually agreeable location on the Property during the Term.

10. INTERFERENCE.

a. Physical Interference. LESSEE acknowledges LESSOR's Primary Use of the Property and warrants that LESSEE's activities under this Restated Lease will not impede, obstruct, or otherwise physically interfere with the Primary Use and/or operation of the Property by LESSOR, and will ensure that the Access ROW Area is passable by vehicles at all times. In the event of LESSEE's breach of its obligations under this Paragraph 10(a), LESSEE will immediately remove the physically interfering item within twenty-four (24) hours of LESSEE's receipt of notice from LESSOR of such physical interference, which may be provided by telephone or email to LESSEE's contacts set forth Attachment 2 – LESSEE Maintenance Contacts. LESSOR will have the option, but not the obligation, to remove the interfering

item if LESSEE should fail to act within twenty-four (24) hours of delivery of such notice to LESSEE and will be entitled to charge LESSEE such reasonable and actual costs to remove the same, including attorney and/or consultant fees. Notwithstanding the above, LESSOR will have the right to immediately remove any item that interferes with the Access ROW Area without providing advance notice to LESSEE when the circumstances require LESSOR to take such action and LESSOR will be held harmless in such circumstances.

b. **Signal Interference.** LESSEE will not cause, permit, or allow the installation, operation, maintenance, or use of the LESSEE Facilities, or any other equipment installed by LESSEE on the Premises, to interfere with any radio telemetry system, public safety radio system, or other LESSOR communications infrastructure (collectively, the "LESSOR Facilities") operating on spectrum that LESSOR is legally authorized to so operate. In the event the LESSEE Facilities interfere with the LESSOR Facilities, and upon written notice of the same from LESSOR, which may be provided by email or by telephone to LESSEE's contacts set forth in **Attachment 2 – LESSEE Maintenance Contacts**, LESSEE will immediately power down the interfering equipment, except for intermittent testing to determine the cause of such interference, until the interference has been resolved. In the event LESSEE fails to act within twenty-four (24) hours of receipt of such notice of interference to the LESSOR Facilities, LESSOR will have the right to immediately power down the LESSEE Facilities, themselves, will be held harmless for the same, and will be entitled to charge LESSEE such reasonable and actual costs associated with powering down the LESSEE Facilities, including attorney and/or consultant fees.

c. **Remedy.** The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph 10 and, therefore, the Parties will have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

11. **INDEMNIFICATION.** LESSEE will indemnify, defend, and hold harmless LESSOR and its employees, offices, agents, and contractors (collectively, the "Indemnified Parties") against all claims of liability or loss from bodily injury or property damage resulting from or arising out of the use and occupancy of the Premises by LESSEE and the Permitted Parties, save and except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of LESSOR or the Indemnified Parties, including all costs or expenses to include reasonable attorney's and consultant fees and defense costs incurred by LESSOR. LESSOR will provide LESSEE with prompt, written notice of any claim that is subject to the indemnification obligations in this Paragraph 11 and will cooperate appropriately with LESSEE in connection with LESSEE's defense of such claim. LESSEE will defend LESSOR, at LESSOR's request, against any claim with counsel reasonably satisfactory to LESSOR. LESSEE will not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of LESSOR and without an unconditional release of all claims by each claimant or plaintiff in favor of LESSOR. If separate representation to fully protect the interests of both Parties is or becomes necessary, such as a conflict of interest between LESSOR and LESSEE, LESSEE will pay for all reasonable expenses incurred by LESSOR as a result of such separate representation; provided, however, in the event separate representation becomes necessary, LESSOR will select its own counsel and any other experts or consultants, subject to LESSEE's prior approval, which approval will not be unreasonably withheld, conditioned, and/or delayed. All indemnification obligations under this Paragraph 11 will survive the termination or expiration of this Restated Lease and will remain operative until the time that all potential claims or potential civil actions by the Parties or by third parties will expire under existing law.

12. **INSURANCE.**

a. During the term of this Restated Lease, and any renewal term(s), LESSEE shall, and shall require its contractors and subcontractors to obtain and maintain substantially the same insurance as required of LESSEE with limits commensurate with the work or services to be provided,, at their own cost and expense, the following insurance: (i) commercial general liability insurance with a limit of liability of 7,000,000 per occurrence for bodily injury (including death) and property damage including loss of use thereof, and \$12,000,000 general aggregate including products and completed operations; (ii) Workers' Compensation Insurance as required by law and employers' liability insurance with limits of \$500,000 bodily injury each accident, \$500,000 bodily injury each disease-each employee, and \$500,000 bodily injury disease-policy limit. LESSEE's compliance with the insurance requirements hereunder will in no way limit LESSEE's liability under this Restated Lease.

b. All insurance coverages identified above, except the workers' compensation and employer's liability insurance, will include LESSOR as an additional insured as their interest may appear under this Agreement, and will indemnify and defend LESSOR against all loss, damage, expense, and liability arising out of or in any way connected with the performance of this Restated Lease or LESSEE's occupancy of the Property, except as limited above. Further, the insurance coverages identified above will be primary and non-contributory with respect to any self-insurance or other insurance maintained by LESSOR.

c. Upon any subsequent request of LESSOR, LESSEE will provide LESSOR with a Certificate of Insurance and blanket additional insured endorsements to provide evidence of the coverage required herein. Upon receipt of notice from its insurer(s) LESSEE shall provide the LESSOR thirty (30) days' advance notice of cancellation of any coverage.

d. All of insurance policies will be obtained from an authorized carrier in Washington having an A.M Best rating of at least A-: VII or better.

e. From time-to-time, upon prior written notice to, review and acceptance by LESSEE, LESSOR may require new limits based upon best practices in the industry and upon the recommendations of its insurance advisors.

13. **LIMITATION OF LIABILITY.** Except for indemnification pursuant to Paragraphs 11 and 12, or a violation of law, neither Party will be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

14. **NOTICE.** Except for notices permitted via email or telephone in accordance with Paragraph 8 – **Maintenance Obligations; Duty to Repair** and Paragraph 11 - **Interference**, all notices hereunder must be in writing and will be deemed validly given if sent by certified mail, return receipt requested, or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: King County Fire Protection District No. 40
c/o Eric T. Quinn, P.S.
7403 Lakewood Dr. W. #11
Lakewood, WA 98499

With a copy to:
King County Fire Protection District No. 40
14810 SE Petrovitsky Rd,
Renton, WA 9805
Attn: Board Chair

LESSEE: Seattle SMSA Limited Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

15. **SUBORDINATION AND NON-DISTURBANCE.** Within thirty (30) days of a written request for the same, LESSOR will obtain a Non-Disturbance and Subordination Agreement (as defined below) and any required consent from existing mortgagee(s), LESSORs and master LESSORs, if any, of the Property and LESSEE will countersign the same. At LESSOR's option, this Restated Lease will be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR, which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Restated Lease to any future Mortgage covering the Property, LESSOR will obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and will recognize LESSEE's rights under this Restated Lease. The Non-Disturbance Agreement will include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE will be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE will be entitled to seek reimbursement from LESSOR for the sums paid by LESSEE to cure or correct such defaults. Notwithstanding the above, LESSOR's inability to obtain Lender agreement to enter into a Non-Disturbance Agreement will not be considered a Default under this Restated Lease.

16. **ESTOPPEL CERTIFICATE.** Within thirty (30) days of a written request for the same, each Party will execute a truthful estoppel, which may contain the following information: (i) this Restated Lease is unmodified and in full force (or if there have been modification, that the Restated Lease is in full force as modified and identifying the modifications); (ii) the dates to which the Rents and other charges hereunder or owed or have been paid; (iii) so far as the person making the certificate knows, the executing Party is not in default under any provision of this Restated Lease; (iv) the expiration date of the then-current Extension Term; (v) the remaining number of permissible Extension Terms ; and (vi) such other factual matters regarding this Restated Lease as the requesting Party may reasonably request.

17. **DEFAULT.** The failure of either Party to observe or comply with any covenant, term, condition, or provision of this Restated Lease will result in a "Default" hereof.

a. **Cure Periods.** Unless otherwise specified herein, upon written notice of a Default, the defaulting Party will have fifteen (15) days in which to cure any monetary Default and thirty (30) days in which to cure any non-monetary Default (each a "Cure Period"). The defaulting Party will have such extended period as may be required beyond the Cure Period for a non-monetary Default, provided that the nature of the cure is such that it reasonably requires more than thirty (30) days and:

(i) within thirty (30) days of receipt of notice of Default, the defaulting Party delivers to the non-defaulting Party, in writing, a plan to cure such Default (the "Cure Plan") that is reasonably acceptable to the non-defaulting Party; and

(ii) the defaulting Party commences the Cure Plan within thirty (30) days of its receipt of written notice of such Default, and thereafter continuously and diligently pursues the Cure Plan to completion; and

(iii) notwithstanding the above, in no event will the cure period for any non-monetary Default be extended beyond sixty (60) days, unless a longer period is set forth in the Cure Plan accepted by the non-defaulting Party or is otherwise agreed upon in writing by the non-defaulting Party.

b. **Repeat Monetary Default.** Notwithstanding anything to the contrary contained herein, LESSOR will not be required to provide LESSEE an opportunity to cure any monetary Default that occurs after the third (3rd) monetary Default in any consecutive twelve (12) month period.

18. **REMEDIES.**

a. **LESSOR's Remedies.** In the event LESSEE fails to cure a Default within the applicable Cure Period, LESSOR may, but will not be required to, pursue all or any of the following remedies: (i) terminate this Restated Lease without further liability except as otherwise provided herein; and/or (ii) make any payment and/or perform or cause to be performed any work required of LESSEE to comply with any term, covenant or condition required hereunder and seek reimbursement of the same from LESSEE, and/or (iii) recover actual damages, and/or (iv) pursue any other rights and remedies available at law or in equity.

b. **LESSEE's Remedies.** In the event LESSOR fails to cure a Default within the applicable Cure Period, LESSEE may, but will not be required to, pursue all or any of the following remedies: (i) terminate this Restated Lease without further liability except as otherwise provided herein; and/or (ii) recover actual damages, and/or (iii) pursue any other rights and remedies available at law or in equity.

c. Cumulative; Mitigation. The remedies available to the Parties in this Paragraph 18 will be cumulative, and the exercise of one right or remedy will not impair that Party's right to exercise any other right or remedy. Notwithstanding the foregoing, each Party will use reasonable efforts to mitigate its damages arising from a Default by the other Party.

d. Set Off. Notwithstanding anything to the contrary contained herein, none of the above remedies will be construed to provide the non-defaulting Party with the right of set-off against any amounts owed under this Restated Lease. At all times during the term of this Restated Lease, including during a Default, Rent and all other undisputed payments owed hereunder will continue to be due and payable as set forth herein. The acceptance of any sum paid by the non-defaulting Party from the defaulting Party during or after any Default will not be deemed a waiver of such Default unless expressly set forth in writing and signed by the non-defaulting Party.

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

19. TERMINATION. This Restated Lease may be terminated as follows:

a. by either Party, with thirty (30) days' prior written notice, in the event of a Default by the other Party as set forth in Paragraph 18 – Remedies; or

b. by LESSOR in accordance with Paragraph 3(b) – Term, above; or

c. by LESSEE upon thirty (30) days prior written notice to LESSOR if (i) changes in any Applicable Law adversely affect LESSEE's ability to operate on the Premises or (ii) LESSEE, due to no fault of its' own, is unable to obtain or maintain any Governmental Approval required for the installation or operation of the Permitted Equipment; or

d. by LESSEE in accordance with Paragraph 25 – Casualty or Paragraph 26 – Condemnation.

e. LESSEE will not be entitled to reimbursement of pre-paid Rent in any circumstance other than the early termination of this Restated Lease by LESSOR under Subparagraph (c), above.

20. REMOVAL AT END OF TERM. Within ninety (90) days (the "Removal Period") of the expiration or earlier termination of this Restated Lease, LESSEE will remove the LESSEE Facilities (except footings below three (3') feet) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the LESSEE Facilities will remain the personal property of LESSEE and LESSEE will have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under Applicable Laws (as defined below). LESSEE will pay LESSOR "Holdover Rent" in the amount of one hundred twenty-five (125%) percent of the amount of rent owed during the last term, prorated, during the Removal Period until LESSEE has removed all the LESSEE Facilities to LESSOR's satisfaction, which will be indicated by a letter agreement between the Parties.

21. **RIGHTS UPON SALE.** Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein will be under and subject to this Restated Lease and any such purchaser or transferee will recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Restated Lease, then LESSOR will not be released from its obligations to LESSEE under this Restated Lease, and LESSEE will have the right to look to LESSOR and the third party for the full performance of the Agreement.

22. **LESSOR'S TITLE.** LESSOR covenants that LESSEE, on paying Rent and performing the covenants herein, will peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date that LESSOR has full authority to enter and execute this Restated Lease and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect the Permitted Use except as discoverable during LESSEE's title search of the public records.

23. **ASSIGNMENT; SUBLEASING.**

a. **Assignment.** Without LESSOR's approval, LESSEE may sell, assign, or transfer this Restated Lease to any subsidiary or parent company of LESSEE. LESSEE also may assign this Restated Lease to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in Washington State by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, LESSEE may not sell, assign, or transfer this Restated Lease without LESSOR's prior written consent, in LESSOR's sole discretion. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party will constitute an assignment hereunder.

b. **Subleasing.** LESSEE may sublet the Premises in LESSEE's sole discretion; provided that LESSEE will notify LESSOR of such sublease and, in addition to Base Rent, will pay LESSOR, annually and in advance, a thirty-five (35%) share of the gross revenues (the "Revenue Share") that LESSEE receives from such subleases; provided, however, that the Revenue Share will not be less than that amount equal to the current Base Rent owed hereunder (the "Revenue Share Floor"). LESSEE will provide LESSOR with a redacted copy of any sublease so that LESSOR can verify the amounts collected under such sublease.

24. **ENVIRONMENTAL.** Each Party will comply with applicable Federal, State, and local requirements ("EH&S Laws") governing environmental matters and storage and release of Hazardous Substances, including, but not limited to, those set out in any Applicable Laws (as defined below). LESSEE will indemnify and hold LESSOR harmless from and against any damage, loss, expense, or liability to the extent resulting from Hazardous Substances generated, stored, disposed of, or transported to, on or across the Property by LESSEE or its Permitted Parties, including all reasonable attorneys' fees, consultant's fees and removal/environmental mitigation costs incurred as a result thereof. "Hazardous Substance" will be interpreted broadly to mean (i) any substance or material defined or designated as hazardous, toxic or radioactive substance; or (ii) any substance defined by other similar terms by any federal, state or local environmental laws presently in effect or promulgated in the future, as such laws may be amended from time to time; or (iii) it will be interpreted to include, but not be limited to, any substance that after release into the environment will or may reasonably be anticipated to cause sickness, death, disease, or contamination of the environment in violation of any Applicable Laws, including but not

limited to CERCLA and the Clean Water Act. LESSEE's obligations under this Paragraph 24 will survive the expiration or other termination of this Restated Lease. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE will not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances; provided, however, LESSOR must first agree in writing to LESSEE's remediation plan and schedule.

25. **CASUALTY.** If a fire or other casualty damages the Property or the Premises and impairs the Permitted Use, LESSEE may, in its sole discretion, terminate this Restated Lease.

26. **CONDEMNATION.** If a condemnation of any portion of the Property or Premises impairs the Permitted Use, LESSEE may, in its sole discretion, terminate this Restated Lease. LESSEE may on its own behalf make a claim against the condemning authority in any condemnation proceeding involving the Premises for losses related to LESSEE's Facilities, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. **APPLICABLE LAWS.** During the Term, LESSOR will maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Applicable Laws"). LESSEE will, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Applicable Laws relating solely to LESSEE's specific and unique nature of use of the Premises and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

28. **TAXES.** If LESSOR is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from LESSEE with respect to the transactions contemplated by this Restated Lease, then LESSOR will bill such Tax to LESSEE in the manner and for the amount required by law, LESSEE will promptly pay such billed amount of Tax to LESSOR, and LESSOR will remit such Tax to the appropriate tax authorities as required by law; provided, however, that LESSOR will not bill to or otherwise attempt to collect from LESSEE any Tax with respect to which LESSEE has provided LESSOR with an exemption certificate or other reasonable basis for relieving LESSOR of its responsibility to collect such tax from LESSEE. Except as provided in this Paragraph 28, LESSOR will bear the costs of all Taxes that are assessed against or are otherwise the legal responsibility of LESSOR with respect to itself, its property, and the transactions contemplated by this Restated Lease. LESSEE will be responsible for all Taxes that are assessed against or are otherwise the legal responsibility of LESSEE with respect to itself, its property, and the transactions contemplated by this Restated Lease. In addition, LESSEE will pay, as Additional Rent, for any increase in real property Taxes directly attributable to LESSEE's use and occupancy of the Premises, and Lessor will furnish proof of such increase to Lessee.

29. **MISCELLANEOUS.** This Restated Lease contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings will be binding upon either the LESSOR or the LESSEE in any dispute,

controversy or proceeding. This Restated Lease may not be amended or varied except in a writing signed by all Parties. This Restated Lease will extend to and bind the heirs, personal representatives, successors and assigns hereto. The performance of this Restated Lease will be governed, interpreted, construed and regulated by the laws of Washington State without reference to its choice of law rules. Except as expressly set forth in this Restated Lease, nothing in this Restated Lease will grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Restated Lease, which LESSEE may record with the appropriate recording officer; provided that LESSEE will record a notice of Lease Termination upon any early termination of this Restated Lease. This Restated Lease may be executed in counterparts. All executed counterparts will constitute one Agreement, and each counterpart will be deemed an original. Time is of the essence with each and every provision of this Restated Lease. Neither Party shall be deemed to be an agent of the other for purposes of this Restated Lease. The venue for any action arising out of this Restated Lease shall be King County Superior Court. There are no third-party beneficiaries to this Restated Lease, and this Restated Lease only creates rights and obligations as between the parties hereto. Each Party covenants to use commercial standards of fair dealing in effectuating this Restated Lease. Should any provision of this Restated Lease be deemed unenforceable by a court of competent jurisdiction, the remaining provisions of this Restated Lease shall remain in full force and effect and the offending provision shall be deemed severable.

30. Exhibits. The Exhibits and Attachments to this Restated Lease are incorporated herein by this reference.

Exhibit A	Property Description
Exhibit B	Premise Description
Exhibit C	Rights of Way Area Description
Attachment 1	SIOP
Attachment 2	LESSEE Maintenance Contacts

[Signatures Follow on Next Page.]

IN WITNESS WHEREOF, this Parties have caused the execution of this Restated Lease as of the dates indicated below.

LESSOR: King County Fire Protection District No. 40, a Washington State municipal corporation

LESSEE: Seattle SMSA Limited Partnership d/b/a Verizon Wireless, a Delaware partnership

By: Linda Sartnurak

By: Cellco Partnership, its general partner.

Name: Linda Sartnurak

By: Manisha Patel

Name: Manisha Patel

Its: Authorized Signatory Chair

Title: Executive Director Ntwk Engr

Date: 11/10/2023

Date: Dec 28, 2022

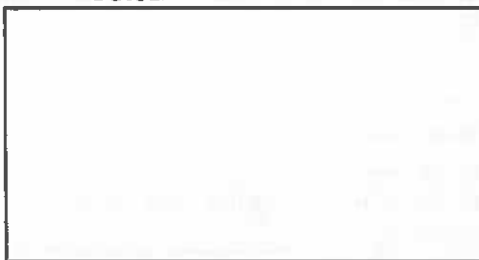
[Notaries Follow on Next Page.]

NOTARY BLOCK – LESSEE

STATE OF _____)
)
COUNTY OF _____) SS.

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

Dated:



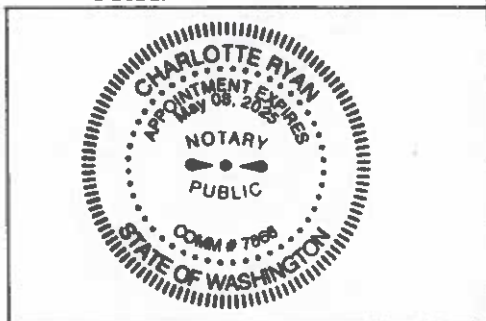
(Signature of Notary)
(Printed Name of Notary)
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires:

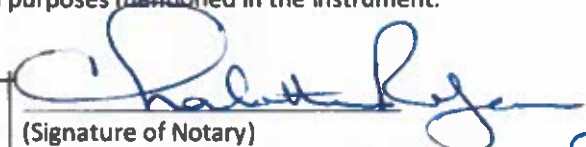
NOTARY BLOCK –LESSOR

STATE OF WASHINGTON)
)
COUNTY OF KING) SS.

I certify that I know or have satisfactory evidence that Linda Sartnurak, on behalf of King County Fire Protection District No. 40, is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as a chairperson of the Board of Commissioners to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:




(Signature of Notary)
(Printed Name of Notary CHARLOTTE Ryan)
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires: MAY 8, 2025

STATE OF WASHINGTON)

) ss.

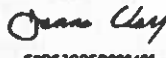
COUNTY OF KING)

Dec 28, 2022

On this ____ day of _____, 202__, before me, a Notary Public in and for the State of Washington, personally appeared Manisha Patel, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as ~~the Executive Director Network~~ Network Field Engineering of Seattle SMSA Limited Partnership d/b/a Verizon Wireless, By Cellco Partnership, Its General Partner, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

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

DocuSigned by:



E9DE7C8E8908406

NOTARY PUBLIC in and for the State of WA,
residing at Kirkland _____

My appointment expires: 8/29/2026

Print Name: _____

Janni Clark

JANNETTE L. CLARK
Notary Public
State of Washington
Commission # 173345
Commission Expires 8/29/2026

EXHIBIT A
PROPERTY DESCRIPTION

That portion of the Northwest quarter of the Northwest quarter of Section of section 35, township 23 north, range 5 east, W.M. in King County, Washington, described as follows:

Commencing at the intersection of the Westerly line of said section with the Northerly line of Petrovitsky Road, as taken by King County under decree of Appropriation No. 593709; thence Northerly along the Westerly line of said section, 300 feet; thence Easterly and Southerly on a line parallel with the North line of said Petrovitsky Road to a point in a line which is 200 feet from and parallel to the westerly line of said section; thence southerly along said parallel line 300 feet to the Northerly line of said Petrovitsky Road; thence Westerly along said Northerly line to the point of beginning.

AKA: 14810 SE Petrovitsky Road
Renton, WA 98058

EXHIBIT B
PREMISES DESCRIPTION

By the signatures below, the Parties agree to the attachment of the following pages of the "As-Built Survey" to define the Premises, in accordance with Paragraph 2D - Grant, above.

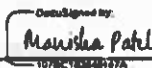
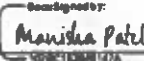
LESSOR: King County Fire Protection District No. 40, a Washington State municipal corporation	LESSEE: Seattle SMSA Limited Partnership d/b/a Verizon Wireless, a Delaware partnership
By: _____	By: Cellco Partnership, its general partner.
Name: Linda Sartnurak	By:  _____ <small>DocuSigned by: Manisha Patel 1078C18324B137A</small>
Its: Authorized Signatory _____	Name: Manisha Patel
Date: _____	Title: Executive Director Ntwk Engr
	Date: Dec 28, 2022

EXHIBIT C
RIGHT OF WAY AREA DESCRIPTIONS

By the signatures below, the Parties agree to the attachment of the following pages of the "As-Built Survey" to define the Right of Way Areas, in accordance with Paragraph 2D - Grant, above.

LESSOR: King County Fire Protection District No. 40, a Washington State municipal corporation	LESSEE: Seattle SMSA Limited Partnership d/b/a Verizon Wireless, a Delaware partnership
By: _____	By: Cellco Partnership, its general partner.
Name: Linda Sartnurak	By:  _____ Manisha Patel
Its: Authorized Signatory _____	Name: _____
Date: _____	Title: Executive Director Ntwk Engr _____
	Date: Dec 28, 2022 _____

ATTACHMENT 1

SIOP

See attached Site Installation and Operating Procedures document, consisting of two (2) pages. LESSOR may amend the SIOP at any time upon thirty (30) days prior written notice to LESSEE of its enforcement, in compliance with Paragraph 14 - Notice, without a requirement that the Parties enter an amendment to this Restated Lease.

King County Fire Protection District No. 40
Site Installation and Operating Procedures ("SIOP")
For 14810 SE Petrovitsky Road, Renton, WA (the "Property")

This SIOP is meant to supplement the Amended and Restated Site Lease Agreement (the "Lease") to which it is attached. Lessee and Lessee's employees, contractors, servants, and agents (collectively, the "Permitted Personnel") are required to abide by all provisions of the Lease and this SIOP; however, in the event of a conflict between any provision of this SIOP and the Lease, this SIOP shall control. The King County Fire Protection District No. 40 (the "Lessor") may amend this document at any time with thirty (30) days' notice to Lessee in accordance with the Lease's notice requirements.

Revision History

Date	Description of Change
11/8/2022	Initial Version

1. Lessor's Designated Representative.

Name: Scott Murphy, Facilities Manager

Phone: 425-276-9573

Email: SMurphy@rentonrfa.org

Emergency Contact: Scott Murphy; 425-970-5064

2. Property Access Requirements.

2.1. Except in cases of emergency, as described below, Permitted Personnel must email Lessor's Designated Representative at least forty-eight (48) hours in advance of an intended site visit to the Premises, with a description of the reason for the site visit, to coordinate the site visit with Lessor, if Lessor deems it necessary.

2.2. Permitted personnel must notify the Designated Representative by phone and electronic mail within a reasonable time prior to entry onto the Property and shall be provided with access to necessary gate codes to gain entry.

3. Permitted Personnel shall take reasonable measures to ensure that Station personnel are physically present at the Property during the performance of any work by Permitted Personnel.

4. Vehicle Access Requirements.

4.1. Permitted Personnel may not park in the road when there is parking available within the Property.

4.2. Lessee may not bring cranes onto the Property without first providing forty-eight (48) hours' advance written notice to Lessor's Designated Representative.

4.3. All vehicles must be removed from the Property at the end of work each day.

5. General Work Requirements.

5.1. Routine maintenance work and equipment modifications must be performed during normal business hours, which are from 8:00 a.m. EST to 5:00 p.m. EST, Monday through Friday.

5.1.1. Equipment modifications must comply with all consent requirements contained in the Lease.

5.2. Emergency work, only, being defined as work that is reasonably necessary (i) to prevent harm to persons or equipment on the property or (ii) to respond to a failure of equipment that causes a network outage at this site, may be performed outside of normal business hours with due care for the residences surrounding the Property. In such instances, work outside of the normal business hours must be completed as quickly as possible after calling the Emergency Contact Number to notify the Lessor's Designated Representative of the same.

5.3. Lessee must respond to all noise complaints within twenty-four (24) hours of receiving notice from the Lessor of such complaint.

6. Interference.

6.1. Permitted Personnel may not block any access roads to the Station, or otherwise physically interfere with Lessor's use of the Property. Permitted Personnel must immediately comply with requests from Lessor to cease and/or resolve any such interference.

6.2. Lessee must immediately correct any electronic interference, including RF leakage, from its equipment that causes interference to Lessor.

7. Housekeeping.

7.1. All trash, dirt, debris and other materials brought into or near the Property must be removed daily when exiting the Property. No such items may be disposed of in Lessor's garbage receptacles.

7.2. No unused equipment parts or materials may be stored on the Property, at any time for any reason, without prior written approval by Lessor.

ATTACHMENT 2
LESSEE MAINTENANCE CONTACTS

Either Party may update and/or amend this contact list by providing thirty (30) days' prior written notice to the other in compliance with Paragraph 14 – Notice, without a requirement that the Parties enter an amendment to this Restated Lease.

LESSOR:

See SIOP attached as Attachment 1.

LESSEE:

Level One Contact: Network Management Center

Phone: (800) 264-6620

Email:

Level Two Contact: In the event LESSEE's network operations contact cannot be reached, or the network operations center staff cannot address an emergency, LESSOR should contact:

Emergency Contact:

Phone:

Certificate Of Completion

Envelope Id: 0A5FCE3F4BE545668EFACB9721C57EF6

Subject: CARTWHEEL/P1849193/Felipe Martinez Review Approved 12-27-22/NZ ED to sign final redo

Source Envelope:

Document Pages: 22

Certificate Pages: 5

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 4

Initials: 0

Status: Completed

Envelope Originator:

felipe

felipe.martinez@verizonwireless.com

IP Address: 69.78.100.102

Record Tracking

Status: Original

12/27/2022 4:16:29 PM

Holder: felipe

felipe.martinez@verizonwireless.com

Location: DocuSign

Signer Events

Manisha Patel

Manisha.Patel@VerizonWireless.com

Executive Director Ntwk Engr

Security Level: Notarized Signing (Notary: Janni Clark), Account Authentication (None)

Signature

DocuSigned by:
Manisha Patel
1075C183840147A

Signature Adoption: Pre-selected Style
Using IP Address: 69.78.100.102

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Emma Houssein

emma.houssein@verizonwireless.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

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Janni Clark

janni.clark@verizonwireless.com

Verizon Enterprise Solutions

Security Level: Email, Account Authentication (None)

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Warren Tock

warrentock@tocolaw.com

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Electronic Record and Signature Disclosure:

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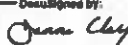
Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Notary Name: Jannette L. Clark
 Notary Email: janni.clark@verizonwireless.com
 Notary Address: 3245 158TH AVE SE Bellevue WA 98008
 Notary Signer: Manisha Patel
 Notary Designated By: felipe
 Security Level: Email, Account Authentication (None)

JANNETTE L. CLARK
 Notary Public
 State of Washington
 Commission # 173345
 Commission Expires 8/28/2026

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Certified Delivered	Security Checked	12/28/2022 9:10:06 AM
Signing Complete	Security Checked	12/28/2022 9:12:33 AM
Completed	Security Checked	12/28/2022 9:12:33 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, VBG Network Real Estate (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact VBG Network Real Estate:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: tricsha.fatakia@verizonwireless.com

To advise VBG Network Real Estate of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at tricsha.fatakia@verizonwireless.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from VBG Network Real Estate

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to tricsha.fatakia@verizonwireless.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with VBG Network Real Estate

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to trish.fatakia@verizonwireless.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify VBG Network Real Estate as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by VBG Network Real Estate during the course of your relationship with VBG Network Real Estate.