

LAKEHAVEN UTILITY DISTRICT
King County, Washington

Resolution No. 2004-1021

A RESOLUTION of the Board of Commissioners of the Lakehaven Utility District, King County, Washington, approving the execution of lease agreements for certain parcels of real property owned by the District.

WHEREAS, the District owns parcels of real property utilized in the provision of municipal water and sewer service, and

WHEREAS, certain parties have expressed interest in locating telecommunications facilities on three such parcels of property, and


WHEREAS, the Board, after holding a public hearing to consider the leasing of such parcels for the location of telecommunications facilities, believing the execution of lease agreements to be in the best interests of the District;

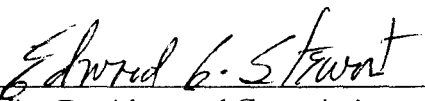
NOW, THEREFORE, **BE IT RESOLVED** as follows:

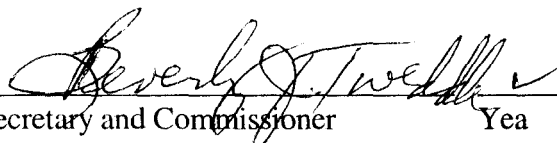
1. The Board hereby finds that, pursuant to the water and sewer system comprehensive plans, the District has a continuing need for ownership of the following parcels of property:
 - 305th Street Tank Site: South 302nd Street/56th Ave. South
 - Military Road Tank Site: 284th/Military Road South
 - Lakota Wastewater Treatment Plant: Vacant property west of the Lakota WWTP
2. The Board additionally finds that the lease of a portion of the properties to Pacific Bell Wireless Northwest, LLC, d/b/a Cingular Wireless and King County/Metro, under terms and conditions substantially as set forth in the "Lease Agreements" attached hereto as Exhibit "A", would be in the best interests of the District.
3. The General Manager is hereby authorized to execute lease agreements substantially in the form as set forth in Exhibit "A" with the respective parties.


ADOPTED by the Board of Commissioners of Lakehaven Utility District, King County, Washington, at an open public meeting this 26 day of August, 2004.


ATTEST:

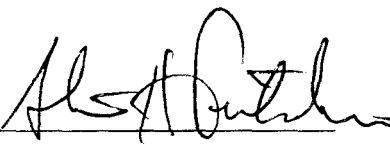
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President and Commissioner Yea Nay Abstain

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Vice President and Commissioner Yea Nay Abstain

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Secretary and Commissioner Yea Nay Abstain

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Commissioner Yea Nay Abstain

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Commissioner Yea Nay Abstain

Approved as to form: 
General Counsel

LAKEHAVEN UTILITY DISTRICT

SITE LEASE FOR TELECOMMUNICATIONS FACILITIES

THIS Lease ("**Agreement**"), made this 6th day of June, 2005, by and between LAKEHAVEN UTILITY DISTRICT formerly Federal Way Water and Sewer District, a municipal corporation, having a mailing address of PO Box 4249, Federal Way, Washington, 98063-4249, (hereinafter referred to as "**Lessor**") and King County, a political subdivision of the State of Washington, having an office at 201 South Jackson Street, KSC-TR-0431 Seattle, Washington 98104-3856, (hereinafter referred to as "**Lessee**").

BACKGROUND

Lessor owns that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 30200 51st Avenue South, Auburn, Washington 98001, in the County of King, State of Washington (collectively "**Property**"). A legal description of the Property is incorporated herein in **Exhibit A-1**. Lessee desires to use a portion of the Property in connection with its transit communications business. Lessor desires to grant to Lessee the right to use a portion of the Property in accordance with this Agreement.

1. LEASE OF PREMISES

Lessor leases to Lessee portions of the Property ("the Premises") consisting of (a) land upon which Lessee may construct and maintain a building to house its communication equipment ("Communication Building"); and (b) space on the water tank located on the Premises for the placement, maintenance and operation of communications equipment and appurtenances.

2. PERMITTED USE

Lessee may use the Premises for the construction and maintenance of a Communication Building and the transmission and reception of communications signals through the installation, construction, maintenance, operation, repair and replacement of its communication equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, generators, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively the "**Communication Facility**") as described in Exhibit A-2.. Lessee has the right to update, upgrade and replace the Communication Facility from time to time, provided that Lessee may increase the number of Whip antennae on the tank from the four Whip antenna approved hereunder (plus two microwave antennae) upon prior written approval of Lessor, which approval shall not be unreasonably withheld, delayed or denied. Monthly rent shall be increased for each such additional antenna by seventy five (\$75) dollars during the year of installation of the antenna. Rent increases for additional antennae during lease years following installation shall equal seventy five

(\$75) dollars per additional antenna plus the rate of adjustments made to the base rate, pursuant to paragraph four (4), from the date of installation of the additional antenna. Lessee agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property.

3. **TERM**

(a) The initial lease term will be fifteen (15) years ("**Initial Term**"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the fifteenth (15th) annual anniversary of the Commencement Date occurs.

(b) Unless either party notifies the other, in writing, of its intention not to renew the Agreement at least ninety (90) days prior to the expiration date of the Initial or each Extension Term, in which case the Agreement shall terminate upon such expiration date, this Agreement will automatically renew for two (2) additional five (5) year term(s) (each five (5) year term shall be defined as the "**Extension Term**"), upon the same terms and conditions of this Agreement.

(c) If Lessee remains in possession of the Premises after the termination or expiration of this Agreement, Lessee will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, the Extension Term and the Holdover Term are collectively referred to as the Term ("**Term**").

4. **RENT**

(a) Commencing on the date that Lessee commences construction of any improvements on the Property (the "**Commencement Date**"), Lessee will pay the Lessor a monthly rental payment of Nine Hundred Dollars (\$900.00), ("**Rent**"), at the address set forth in Section 16 ("Notices"), on or before the fifth (5th) day of each calendar month in advance. Rent will be prorated for any partial month.

(b) Beginning with the second (2nd) year of the Initial Term, and each year thereafter during the first five years of the Initial Term, the monthly rent will be increased by 2.545% over the previous year's rent. Thereafter, the rent shall be increased each year of the following five (5) year lease periods by the average increase in the Consumer Price Index (CPI) "Seattle, Tacoma, Bremerton- All Items" during the five (5) year period prior to the first year of the period.

5. **APPROVALS**

(a) Lessor agrees to cooperate with Lessee's efforts to obtain, at Lessee's sole cost and expense, all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Lessee for its use of the Premises including, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "**Governmental Approvals**"). Lessor authorizes Lessee to prepare, execute and file all required applications to obtain Governmental Approvals for Lessee's Permitted Use under this Agreement and agrees to reasonably assist Lessee with such applications.

(b) Lessee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Lessee's choice.

(c) Lessee may also obtain, at Lessee's sole cost and expense, soil boring, percolation, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the Lessee's use of the Premises will be compatible with Lessee's engineering specifications, system, design, operations or Governmental Approvals.

6. INTERFERENCE

Lessee shall not use the Premises in any way, except for uses permitted herein, that unreasonably interferes with equipment presently located on the Property or Lessor's use of its Property. Similarly, Lessor shall not use, nor permit its lessees, employees or agents to unreasonably interfere with Lessee's use of the Premises. Lessee shall have full use of the Communication Building during the Term. 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 (3rd) 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. It is further agreed that if such interference does not cease following the provision of written notice demanding the same, it shall constitute a material breach of this Lease and the non-defaulting party may bring suit to enjoin such interference or terminate this Lease.

7. SECURITY

King County shall not be required to provide a security bond unless the State Auditor or other interested claimant should claim that such an obligation is required by RCW

57.08.120, in which case the County shall provide the security bond described in RCW 57.08.120.

8. **IMPROVEMENTS/ACCESS**

Lessee shall have a nonexclusive right, at its expense, to erect and maintain on the Premises, a Communication Building, in a location and with specifications set forth in Exhibit A-3, attached hereto, and other facilities necessary to operate its Communication Facilities as provided herein. A pre-construction meeting shall be held at least ten (10) working days prior to installation of facilities. Lessor shall have final approval over construction and/or installation of the Communication Building and improvements, which approval shall not be unreasonably withheld, delayed or denied. Lessee shall keep and maintain such facilities in commercially reasonable condition and repair during the Term of this Agreement, normal wear and tear excepted. At the end of the lease, the Premises shall be returned to Lessor in good, usable condition, normal wear and tear excepted. If the lease shall terminate prior to the expiration of the Initial Term, Lessee may remove, or leave, the Communication Building on the Property at its discretion. If the lease terminates on or after the end of the Term, Lessor may choose to retain the Communication Building, or direct Lessee to remove it at Lessee's expense. As partial consideration for Rent paid under this Agreement, Lessor hereby grants Lessee a nonexclusive easement, for the Term of the lease, for ingress and egress to the Premises adequate to install and maintain the Communication Facility and any other improvements and necessary appurtenances.

9. **OPERATING CONDITIONS**

Lessee agrees to abide by each and every operating condition set forth in **Exhibit B**, attached hereto. Failure to abide by any such operating condition shall constitute a material breach of the Agreement and, upon written notice to Lessee and failure to cure within fifteen (15) business days, Lessor shall have the right to terminate this Agreement in accordance with the terms and conditions set forth herein and enforce such termination in a court of competent jurisdiction. Notwithstanding the foregoing, if Lessee has commenced to cure the breach within said fifteen- (15) day period, and such efforts are prosecuted to completion with reasonable diligence, Lessor shall not terminate this Agreement.

10. **TERMINATION**

This Section 10 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 Communication Facility or any portion thereof are substantially damaged or destroyed so as to hinder effective use of the Premises or Communication Facility for Lessee's communication purposes, Lessee may elect to terminate this Lease, upon thirty (30) days' written notice to Lessor. Upon such termination, Lessee will be entitled to be reimbursed for any prepaid Rent.

C. **Failure to Appropriate:** The Lessee's obligations to Lessor, if any, that extend beyond the current calendar year are contingent upon approval of the Lease by the King County Council or appropriation by the King County Council of sufficient funds to pay such obligations. Should such approval or appropriation not occur, this Lease and all of Lessee's obligations hereunder will terminate at the end of the calendar year in which such approval or appropriation expires.

D. **Design Specifications:** During the first year of the Initial Term only and upon sixty (60) days' written notice by Lessee to Lessor, Lessee may terminate this Lease if the Premises or the Communication Facility is, or becomes, unacceptable in relation to Lessee's design or engineering specifications for the communications network to which the Communication Facility is intended to connect.

E. **Lessee's Breach:** Subject to the provisions of Section 17 ("Default and Right to Cure"), Lessor may terminate this Agreement upon twenty (20) days' written notice to Lessee if Lessee breaches or fails to perform the terms or conditions of this Agreement.

F. **Lessor's Breach:** Subject to the provisions of Section 17 ("Default and Right to Cure"), Lessee may terminate this Agreement upon twenty (20) days' written notice to Lessor if Lessor breaches or fails to perform the terms or conditions of this Agreement.

G. **Termination for Any Reason:** On sixty (60) days' written notice to Lessor, Lessee may terminate this Agreement for any other reason, so long as Lessee pays Lessor a termination fee equal to six (6) months' Rent, at the then current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Lessee under any other provision of this Agreement authorizing termination thereof.

11. REMOVAL/RESTORATION

All portions of the Communication Facility brought onto the Property by Lessee will be and remain Lessee's personal property and, at Lessee's option, may be removed by Lessee at any time during the Term. Lessor covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Lessee will become, or be considered as being, affixed to or a part of the Property, it being the specific intention of the Lessor that all improvements of every kind and nature constructed, erected or placed by Lessee on the Premises will be and remain the property of the Lessee and may be removed by Lessee at any time during the Term. Prior to any termination or expiration of this Agreement, Lessee will remove all such improvements. Lessee will not be required to remove from the Premises or the Property any underground utilities.

12. **MAINTENANCE/FACILITES**

(a) Lessee will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Lessor will maintain the Property and access thereto in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Lessee will be solely responsible for and promptly pay all utilities charges for electricity, telephone service or any other utility used or consumed by Lessee on the Premises. Lessor will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Lessee. In the event Lessee cannot secure its own metered electrical supply, Lessee will have the right, at its own cost and expense, to submeter from the Lessor. Lessee will pay on a monthly basis the current local utility company rate for submetered electricity, after the meter is read by the Lessor and billed to Lessee. Lessor will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Lessor, of such services to be furnished or supplied by Lessor.

13. **INDEMNIFICATION**

(a) Lessee agrees to indemnify, defend and hold Lessor harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Lessee or its employees or agents, or of Lessee's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Lessor, its employees, agents, invitees or independent contractors. Lessor agrees to indemnify, defend and hold Lessee harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Lessor or its employees or agents, or Lessor's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Lessee, its employees, agents, invitees or independent contractors. Each party agrees that its obligations under this provision extend

to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them. In the event of litigation between the parties to enforce the rights under this paragraph, reasonable attorney fees shall be allowed to the prevailing party.

(b) Notwithstanding anything to the contrary in this Agreement, each of Lessee and Lessor hereby waives any claims that each may have against the other with respect to consequential, incidental or special damages.

14. **INSURANCE**

Lessor acknowledges, agrees and understands that Lessee is self-insured for all of its liability exposures. Lessee agrees, at its own expense, to maintain through its self-insurance program coverage for its liability exposures for the duration of this Agreement. Lessee agrees to provide Lessor with at least thirty (30) days' prior written notice of any change in Lessee's self-insured status and will provide Lessor with the letter of self-insurance as adequate proof of insurance.

15. **WARRANTIES**

(a) Lessee and Lessor each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Lessor represents and warrants that: (i) Lessor solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Lessee's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Lessee is not in default, Lessor grants to Lessee actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Lessor's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Lessor.

16. **ENVIRONMENTAL**

(a) Lessor and Lessee agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

(b) Lessor and Lessee agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at its sole cost and expense, (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) failure of the responsible party to comply with any environmental or industrial hygiene law on the Property, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of activities conducted by the party on the Property, unless the environmental conditions are caused by the other party.

(c) The indemnifications of this Section 16 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 16 will survive the expiration or termination of this Agreement.

17. **DEFAULT AND RIGHT TO CURE**

(a) The following will be deemed a default by Lessee and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Lessor of such failure to pay; or (ii) Lessee's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Lessor specifying the failure. No such failure, however, will be deemed to exist if Lessee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessee. If Lessee remains in default beyond any applicable cure period, Lessor will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed default by Lessor and a breach of this Agreement. Lessor's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Lessee specifying the failure. No such failure, however, will be deemed to exist if Lessor has commenced to cure the default within such period and provided such efforts

are prosecuted to completion with reasonable diligence. Delay in curing default will be excused if due to causes beyond the reasonable control of Lessor. If Lessor remains in default beyond any applicable cure period, Lessee will have the right to exercise any and all rights available to it under law and equity, including the right to cure Lessor's default and to deduct the costs of cure from any monies owed to Lessor by Lessee.

18. **NOTICES**

All notices, requests, demands and communications hereunder will be given by first class, certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties as follows. Either party hereto may change the place for the giving of notice to it by thirty- (30) days prior written notice to the other as provided herein.

Lessee: King County Department of Transportation
Metro Transit Division, Design and Construction Section
201 South Jackson Street, KSC-TR-0431
Seattle, Washington 98104-3856

Lessor: Lakehaven Utility District
Attn: Linda Kochmar
P.O. Box 4249
Federal Way, Washington 98063-4249.

19. **SEVERABILITY**

If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement, the Agreement may be terminated by either party on ten (10) days prior written notice to the other party hereto.

20. **CONDEMNATION**

In the event Lessor receives notification of any condemnation proceedings affecting the Property, Lessor will provide notice of the proceeding to Lessee within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Lessee's sole determination, to render the Premises unsuitable for Lessee, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property, which for Lessee will include, where applicable, the

value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Lessee will be entitled to reimbursement for any prepaid Rent on a prorata basis.

21. **CASUALTY**

Lessor will provide notice to Lessee of any casualty affecting the Property within forty-eight (48) hours of the casualty. The Lessee may terminate this Agreement pursuant to the provisions of Section 10 ("Termination").

22. **WAIVER OF LESSOR'S LIENS**

Lessor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Lessor hereby consents to Lessee's right to remove all or any portion of the Communication Facility from time to time in Lessee's sole discretion and without Lessor's consent.

23. **APPLICABLE LAWS**

The Lessee, in the use and occupation of the Premises and in the operation of any activity thereon, shall comply with all requirements of all applicable laws, orders, ordinances, rules and regulations of the federal, state, county and municipal authorities.

24. **TIME OF THE ESSENCE/WAIVER**

Time is of the essence in all matters relating to the performance of each and every term of this Agreement herein. Any failure by either party to enforce any right arising hereunder shall not be deemed a waiver of such right.

25. **ASSIGNMENT/SUBLEASE**

Subject to the written approval of Lessor, which approval will not be unreasonably withheld, Lessee may assign or sublet all or any part of the Premises, and all or any rights, benefits, liabilities and obligations of this Agreement provided that the assignee or sublessee assumes, recognizes and also agrees to become responsible to the Lessor for the performance of all terms and conditions of this Agreement. Upon notification to Lessor by Lessee of any such action, Lessee will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment or sublease. Notwithstanding the foregoing, Lessee will have the right to assign this Agreement, in whole or in part, to an affiliate without Lessor's consent.

26. **MISCELLANEOUS**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Lessor and Lessee, or their authorized agents. No provision may be waived except in writing signed by both parties.

(b) **Memorandum/Short Form Lease.** Either party will, at any time upon prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns,

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements.

(e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof, (ii) use of the term "Including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) **Estoppel.** Either party will, at any time upon fifteen (15) days' prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

(h) No Electronic Signatures/No Option. The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Lessor and Lessee.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this lease on the dates specified below.

NOTARY PAGE

LESSEE ACKNOWLEDGMENT

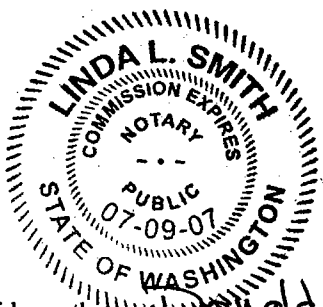
STATE OF Washington)
) ss
COUNTY OF King)

I Certify that on June 6th, 2005 Kevin Desmond personally came before me and this person acknowledged under oath to my satisfaction, that:

(a) this person signed, sealed and delivered the attached document as General Manager of King County, a municipal corporation of the State of Washington, named in this document: Gensit Dev

(b) this document was signed and delivered by the municipal corporation as its voluntary act and deed.

Linda L. Smith
Notary Public
My Commission Expires: 7-9-07



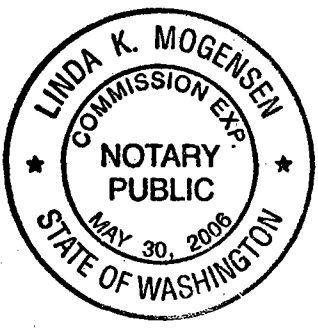
LESSOR ACKNOWLEDGMENT

STATE OF Washington)
) ss
COUNTY OF King)

I certify that I know or have satisfactory evidence that Donald T. Perry 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 to be the fee and voluntary act of such party for the uses and purposes mentioned in the instrument

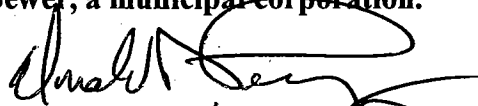
DATED: 5.4.05

Linda K. Mogensen
My Commission Expires 5.30.06



LESSOR

**Lakehaven Utility District, Formerly Federal Way
Water and Sewer, a municipal corporation.**

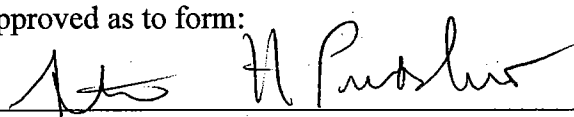
By: 

Print Name: Donald T. Perry

Its: General Manager

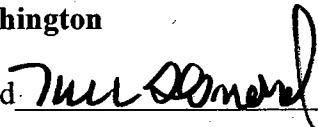
Date: 5/04/05

Approved as to form:


General Counsel

LESSEE

King County, Washington

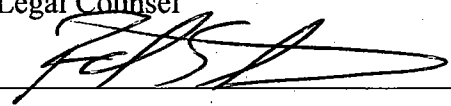
By: Kevin Desmond 

Print Name: KEVIN DESMOND

Its: General Manager

Date: 6/6/05

Approved as to form:

Robert Stier, Senior Deputy Prosecuting Attorney
Legal Counsel


LAKEHAVEN UTILITY DISTRICT

LEASE AGREEMENT FOR COMMUNICATIONS FACILITIES

Exhibit A-1

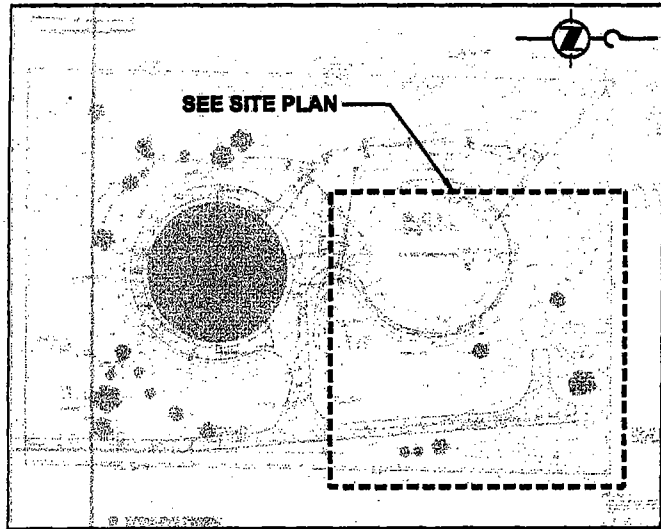
Real Property Description

305th Street Tank Site: South 302nd Street/56th Avenue South.
The East 330 feet of the North half of the South half of the Southwest quarter of the Southwest quarter Section 2, Township 21 North, Range 4 East, Willamette Meridian, Situate in King County Washington

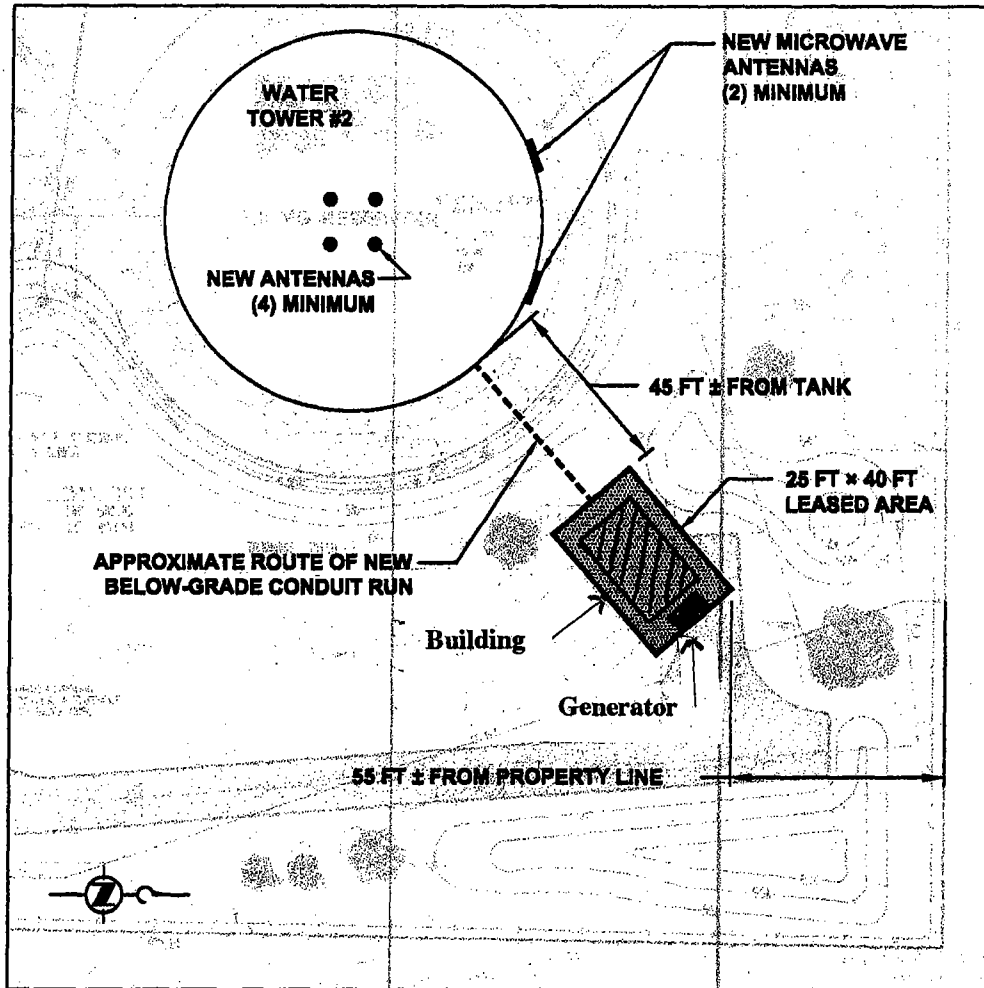
Together with the North 162 feet of the East 330 of the South half of the Southwest quarter of the Southwest quarter Section 2, Township 21 North, Range 4 East, Willamette Meridian, Situate in King County Washington

Tax Parcel No. 022104 9159 and 022104 9227

(Description of premises attached)



LOCATION MAP



SITE PLAN

SEE NEXT PAGE FOR NOT ONE OF THESE ANTENNAS

PLOTTED:

NO.	REVISION	BY	APP'D	DATE

SITE PLAN

A-2

DESIGNED	CHECKED
DRAWN	SCALE
RECOMMENDED	NOTED
APPROVED	CONTRACT NO.

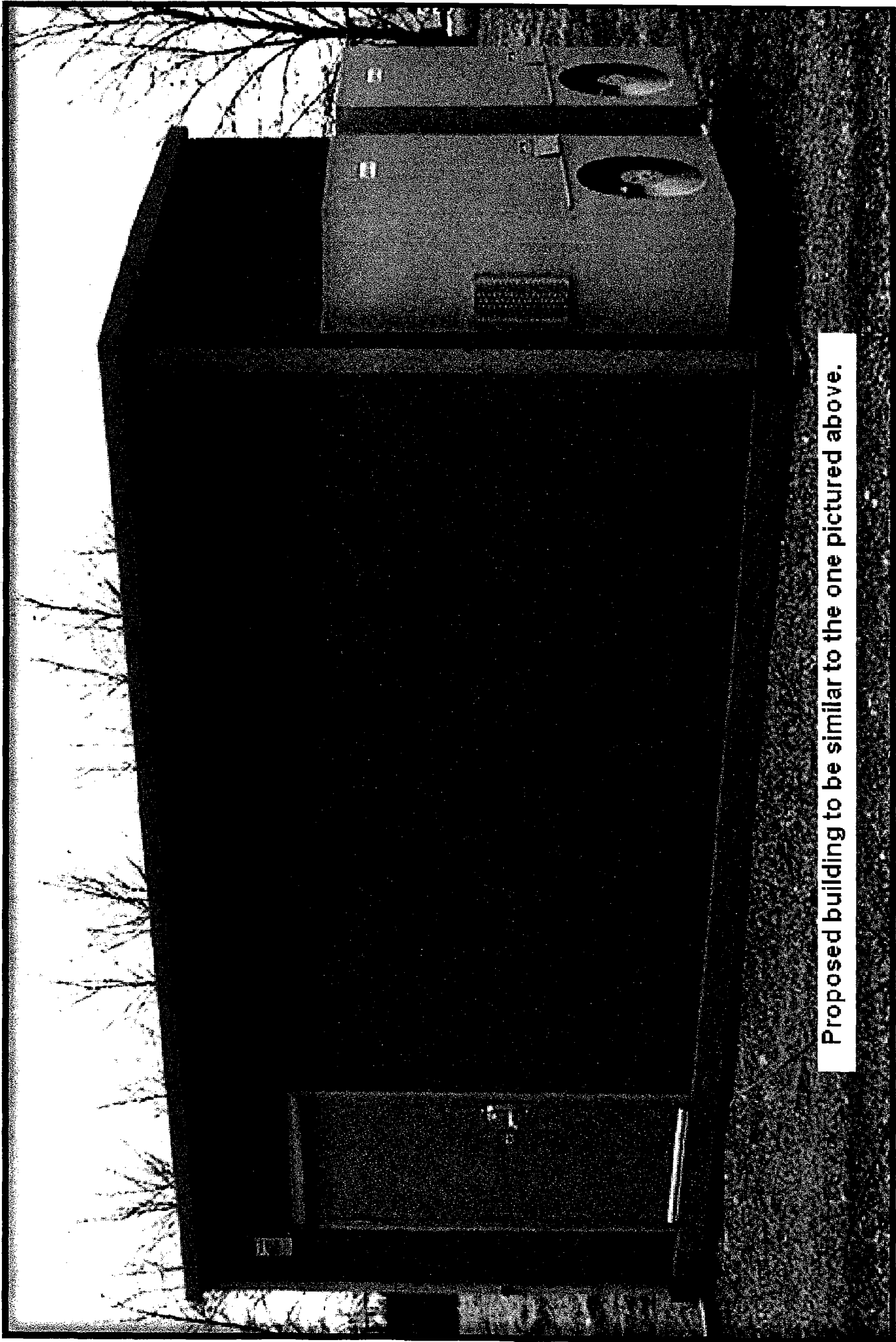


METRO TRANSIT DIVISION
 METRO TRANSIT RADIO ANTENNA PROGRAM
 LAKEWEN SITE, 30215 86TH AVE S, FEDERAL WAY

SITE PLAN

DATE	FEB 2005
PERIOD	
DRAWING NO.	
SHEET NO. OF	1

A-3



Proposed building to be similar to the one pictured above.

LAKEHAVEN UTILITY DISTRICT

LEASE AGREEMENT FOR COMMUNICATIONS FACILITIES

Exhibit B

Operating Conditions

1. Lessee shall notify the District at least 24-hours prior to entering the site. In emergency situations, the Lessee shall notify the District within 24 hours of entering the site. The appropriate contact is: Water Quality Engineer (currently Stan French) @ (253) 946-5410 or Water Manager/Special Projects Manager (currently John Bowman) @ (253) 946-5401.
2. Lessee shall maintain, at its own expense, all facilities and improvements installed on District property to the satisfaction of the District. Failure to maintain said facilities will result in termination of this contract unless arrangements are made to pay the District's cost of maintaining the facility.
3. Lessee shall inform the District of any hazardous substance(s) that will be used and/or stored on site along with the appropriate MSDS and spill response plan.