

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.

**202103014-1**

Originating Department:	Sheriff's Office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Division of Emergency Management
Contract or Grant Administrator:	Matt Klein
Contractor's / Agency Name:	K2 Towers III, LLC
Is this a New Contract?    If not, is this an Amendment or Renewal to an Existing Contract?    Yes <input checked="" type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: <u>202103014</u>	
Does contract require Council Approval?    Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process?    Contract _____ Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: <u>13511014</u>	
Is this agreement excluded from E-Verify?    No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input type="checkbox"/> Contract work is for less than \$100,000. <input checked="" type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>126,445.68</u> This Amendment Amount: \$ <u>140,133 (see note below)</u> Total Amended Amount: \$ <u>266,578.68</u>	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: To lease tower access and equipment space at the Mount Constitution tower site. Rent for 2025 was \$28,026.60. In 2026 the rent will be that amount plus an annual adjustment per Consumer Price Index.	
Term of Contract: Five Years	Expiration Date: 12/31/2030

Contract Routing:	1. Prepared by: <u>S Webster</u>	Date: <u>9/16/25</u>
	2. Attorney signoff: <u>B Waldron (via email)</u>	Date: <u>11/3/25</u>
	3. AS Finance reviewed: <u>M Caldwell</u>	Date: <u>11/3/25</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

Whatcom County Contract No.  
202103014-1

Amendment No. 1  
Whatcom County Contract No. 202103014-1  
CONTRACT BETWEEN WHATCOM COUNTY AND K2 TOWERS III, LLC

THIS AMENDMENT is to the Contract between Whatcom County and Mt. Constitution Sites, Inc., dated March 24, 2021 and designated "Whatcom County Contract No. 202103014. In consideration of the mutual benefits to be derived, the parties agree to the following:

Mt. Constitution Sites, Inc. sold and assigned all interest in the Property to K2 TOWERS III, LLC. A copy of the Assignment and Assumption of Tower Space Licenses is attached as Exhibit A. This Amendment names K2 TOWERS III, LLC as the new Contractor and as such acknowledges the transfer of all interest in this Contract.

Whatcom County exercises the first of three Extended Terms extending this Agreement through December 31, 2030.

Unless specifically amended by this agreement, all other terms and conditions of the original contract shall remain in full force and effect.

This Amendment takes effect November 1, 2025, regardless of the date of signature.

IN WITNESS WHEREOF, Whatcom County and K2 Towers III, LLC have executed this Amendment on the date and year below written.

DATED this 3<sup>rd</sup> day of November, 2025.

**CONTRACTOR:**

K2 Towers III, LLC

[Signature]

STATE OF OHIO )  
 ) ss.  
COUNTY OF CUYAHOGA )

On this 3<sup>rd</sup> day of Nov., 2025, before me personally appeared K2 Towers III, LLC  
act of signing and sealing thereof.

Ryan D. Lepene to me known to be the President of the  
and who executed the above instrument and who acknowledged to me the



Diane S. Leung  
NOTARY PUBLIC in and for the State of Ohio,  
Diane S. Leung printed name,  
residing at 3661 Watlings Rd., North Royalton  
My commission expires No expiration OH 44153

**WHATCOM COUNTY:**

Recommended for Approval:

[Signature] 11/04/25  
Matt Klein, Deputy Director Date

[Signature] 11/4/25  
Donnell Tanksley, Sheriff (or designee) Date

**Approved as to form:**

Brandon Waldron (via email BW/SW XX/XX/25)  
Brandon Waldron Date  
Prosecuting Attorney

**Approved:**

Accepted for Whatcom County:

By: \_\_\_\_\_  
Satpal Singh Sidhu, Whatcom County Executive

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF WHATCOM )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared Satpal Singh Sidhu, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
\_\_\_\_\_, printed name.  
residing at \_\_\_\_\_. My commission  
expires \_\_\_\_\_.

**CONTRACTOR INFORMATION:**

K2Towers III, LLC

57 East Washington Street  
Chagrin Falls, OH 44022

Contact Name: Greg Thompson  
Contact Phone: 440-263-8999  
Contact Email: [gthompson@k2towers.com](mailto:gthompson@k2towers.com)

**EXHIBIT "A"**

(Assignment and Assumption of Tower Space Licenses)

**ASSIGNMENT AND ASSUMPTION OF TOWER SPACE LICENSES**  
**(BELLINGHAM AND EASTSOUND)**

THIS ASSIGNMENT AND ASSUMPTION OF TOWER SPACE LICENSES (this "Assignment") is made effective as of August 18, 2025 ("Effective Date"), by and between MT. CONSTITUTION SITES, INC., a Washington corporation ("Assignor") having an address of 1050 Larrabee Ave., #104-800, Bellingham, WA 98225, and K2 TOWERS III, LLC, a Delaware limited liability company ("Assignee"), having an address of 57 East Washington St., Chagrin Falls, OH 44022.

BACKGROUND RECITALS

A. Assignor, as lessor or licensor, is a party to the leases or licenses of space more particularly described on Exhibit A attached hereto and incorporated by reference herein (the "Tower Space Licenses").

B. Assignor has agreed to transfer and assign to Assignee all of its right, title and interest in and to the Tower Space Licenses and Assignee has agreed to accept an assignment thereof.

C. This Assignment is made pursuant to the Purchase and Sale Agreement dated April 15, 2025, as amended by First Amendment to Purchase and Sale Agreement dated July 16, 2025, and as further amended by Second Amendment to Purchase and Sale Agreement dated as of the Effective Date (collectively, the "Purchase Agreement"), and any capitalized terms not defined herein have the meanings ascribed to them in the Purchase Agreement.

OPERATIVE PROVISIONS

NOW, THEREFORE, for and in consideration of the sum of \$10.00, the mutual covenants and conditions contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Background Recitals are true and correct and are incorporated herein by this reference.

2. Assignor hereby transfers and assigns to Assignee as of the Effective Date all of its right, title and interest in and to the Tower Space Licenses, together with any amendments to the Tower Space Licenses, and Assignee hereby assumes and agrees to perform from and after the Effective Date all of the Assignor's obligations under the Tower Space Licenses upon the terms and conditions set forth in the Tower Space Licenses.

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3. Except as expressly set forth herein, the terms of the Tower Space Licenses shall remain in full force and effect, unaltered by this Assignment.

4. Assignor hereby confirms that all of the representations made in the Purchase Agreement regarding the Tower Space Licenses continue to be true and correct as of the date of this Assignment. Assignor and Assignee acknowledge and agree that nothing in this Assignment shall be deemed to contravene or supersede the terms of the Purchase Agreement.

5. Assignor hereby covenants, agrees and represents that, to the extent any consents are necessary to consummate the transaction contemplated hereby, they have been procured.

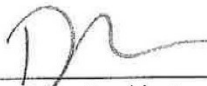
6. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument.

[Signatures on the following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

MT. CONSTITUTION SITES, INC., a  
Washington corporation

By:   
\_\_\_\_\_  
Rogan Jones, President

[Signatures continued on the following page]

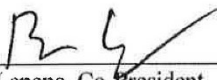
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[Signatures continued from the previous page]

ASSIGNEE:

K2 TOWERS III, LLC, a Delaware limited liability company

By:   
Ryan D. Lepene, Co-President

**EXHIBIT A**  
**TOWER SPACE LICENSES**

Site Name	Tower Name	Tenant name	Payment Frequency	Closing Rent Monthly	Closing Rent Annually
Eastsound	235' Guyed Tower	CenturyLink			
Eastsound	235' Guyed Tower	Williams Pipeline			
Eastsound	235' Guyed Tower	Verizon			
Eastsound	400' Guyed Tower	Cascade Radio (KAFE)			
Eastsound	400' Guyed Tower	Cascade Radio (KISM)			
Eastsound	400' Guyed Tower	Day Wireless			
Eastsound	400' Guyed Tower	Marine Spill Response			
Eastsound	400' Guyed Tower	San Juan County Public Works			
Eastsound	400' Guyed Tower	Whatcom County Public Works			
Eastsound	400' Guyed Tower	FAA			
Eastsound	400' Guyed Tower	US Customs			
Eastsound	400' Guyed Tower	Northwest Communications			
Eastsound	400' Guyed Tower	Declarations Network			
Eastsound	400' Guyed Tower	Whatcom County Sheriff			
Eastsound	400' Guyed Tower	San Juan County Sheriff			
Eastsound	400' Guyed Tower	Whatcom County Transport			
Eastsound	450' Guyed Tower	Crista Ministries			
Eastsound	450' Guyed Tower	T-Mobile			
Eastsound	450' Guyed Tower	Radiant Life Ministries			
Eastsound	500' Self Support	San Juan County Fire/Police			
Eastsound	500' Self Support	Rock island, Inc.			
Eastsound	500' Self Support	AT&T			
Eastsound	500' Self Support	TV-49, Inc			
Eastsound	500' Self Support	Orcas Power and Light			
Eastsound	500' Self Support	Orcas Power and Light			
Eastsound	500' Self Support	Declarations Network			
Eastsound	500' Self Support	Startouch			
Eastsound	500' Self Support	US Customs and Border			
Eastsound	500' Self Support	Pano AI			



Bellingham	150' Self Support	Verizon
Bellingham	150' Self Support	Declarations Network Startouch
Bellingham	150' Self Support	Declarations Network Pogozone
Bellingham	150' Self Support	PC Technologies
Bellingham	150' Self Support	T-Mobile
Bellingham	150' Self Support	Kulshan Community Media
Bellingham	120' Guyed Tower	Northwest Public Radio
Bellingham	120' Guyed Tower	American Messaging
Bellingham	120' Guyed Tower	University of Washington
Bellingham	120' Guyed Tower	Pacific Lutheran Unviersity
Bellingham	120' Guyed Tower	Puget Sound Energy