

CLERK OF THE COUNCIL  
Dana Brown-Davis, C.M.C.

COUNTY COURTHOUSE  
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COUNCILMEMBERS  
Barbara Brenner  
Rud Browne  
Barry Buchanan  
Tyler Byrd  
Todd Donovan  
Carol Frazey  
Satpal Sidhu

WHATCOM COUNTY COUNCIL

## AGENDA REVISION NOTICE FOR NOVEMBER 6, 2019

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THE FOLLOWING MEETING HAS BEEN ADDED TO THE COUNCIL'S SCHEDULE FOR NOVEMBER 6:

**COMMITTEE OF THE WHOLE – EXECUTIVE SESSION**

**3:45 p.m. (estimated time, meeting may begin earlier/later than 3:45 p.m.)**

**Council Conference Room**

**311 Grand Avenue, Bellingham**

**COMMITTEE DISCUSSION**

- 1. AB2019-586** Discussion with Chief Civil Deputy Prosecuting Attorney Karen Frakes regarding potential litigation against manufacturers and wholesalers of e-cigarettes and related products, including Juul Labs, Inc., Altria, and their corporate affiliates, in connection with the manufacture, sale, and marketing of their products

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THE FOLLOWING AGENDA ITEM TITLE HAS BEEN CHANGED:

**INTRODUCTION**

- ~~**13. AB2019-568** Request authorization for the County Executive to enter into a twenty-year communication tower lease agreement with Crown Castle GT for leased space on park property at Lookout Mountain~~
- 13. AB2019-568** Resolution authorizing the County Executive to enter into a twenty-year communications tower lease agreement with Crown Castle GT for leased space on park property at Lookout Mountain

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THE FOLLOWING ITEM HAS BEEN ADDED TO FINANCE AND ADMIN. SERVICES COMMITTEE:

**SPECIAL PRESENTATIONS**

- 2. AB2019-578** Quarterly report from Whatcom County's Finance Department

**RESOLUTION NO. \_\_\_\_\_**

**AUTHORIZING THE COUNTY EXECUTIVE TO ENTER INTO A TWENTY YEAR  
COMMUNICATION TOWER LEASE AGREEMENT WITH CROWN CASTLE GT FOR  
LEASED SPACE ON PARK PROPERTY AT LOOKOUT MOUNTAIN**

**WHEREAS**, in January 2014, the State of Washington through the Department of Natural Resources conveyed to Whatcom County land which contained three (3) Commercial Communication Tower Lease sites with existing established towers; and

**WHEREAS**, Whatcom County Code 1.10.410 requires County Council to indicate by resolution whether a real property lease may be awarded by private negotiation with interested parties; and

**WHEREAS**, Whatcom County Code 1.10.410 authorizes County Council approval of real property leases; and

**WHEREAS**, the tower lease sites are located on Lookout Mountain and are remote and do not impede or impact public recreation or any other County purpose; and

**WHEREAS**, the prior Department of Natural Resources tower leases were for a period of ten years and will be expiring; and

**WHEREAS**, the established communication towers are a substantial company expenditure and commitment and long term leases are necessary in this industry; and

**WHEREAS**, Crown Castle GT, owner of one of the towers, has requested to extend its communication tower lease for an additional twenty years; and

**WHEREAS**, the new communication tower lease contains updated lease provisions from the prior DNR leases, including lease rate increases, an annual three (3) % increase, road maintenance fees, and five year lease rate reviews; and

**WHEREAS**, this communication tower lease appears to be in the best interest of the County and the people thereof.

1           **NOW, THEREFORE, BE IT RESOLVED** that the communication tower lease with  
2 Crown Castle GT proposed by Parks & Recreation Department is hereby awarded through  
3 private negotiation with interested parties.  
4

5           **BE IT FURTHER RESOLVED** that the Council authorizes the County Executive to  
6 enter into a twenty year communication tower lease agreement with Crown Castle GT for  
7 leased space on park property at Lookout Mountain as outlined in the lease agreement.  
8

9           **ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2019.

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12  
13 ATTEST:

14  
15 \_\_\_\_\_  
16 Dana Brown-Davis, Clerk of the Council

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

17  
18  
19 \_\_\_\_\_  
20 Rud Browne, Council Chair

21  
22 APPROVED AS TO FORM:

\_\_\_\_\_  
Civil Deputy Prosecutor

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No. \_\_\_\_\_

Originating Department:	Parks
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Administration 6000
Contract or Grant Administrator:	Michael McFarlane
Contractor's / Agency Name:	Crown Castle GT Company LLC
Is this a New Contract?    If not, is this an Amendment or Renewal to an Existing Contract?    Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
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: _____	
Is this agreement excluded from E-Verify?    No <input checked="" type="radio"/> Yes <input 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"/> Contract work is for less than \$100,000. <input 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>Terms in Lease Agreement</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	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.
<b>Summary of Scope:</b> Communication tower lease agreement with Crown Castle GT for leased space on park property at Lookout Mountain	
Term of Contract: 20 Years	Expiration Date: 10/14/39

- Contract Routing:
- |   |                |
|---|----------------|
| 1. Prepared by: Michael McFarlane         | Date: 10/14/19 |
| 2. Attorney signoff: _____                | Date: 10/16/19 |
| 3. AS Finance reviewed: <i>bbennell</i>   | Date: 10/17/19 |
| 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: _____    |

**1.10 "Facility Use Area."** That certain area of the Communication Site Area identified on the Survey and Site Plan.

**1.11 "Government Approval."** All necessary federal, state, and local licenses, permits, and approvals.

**1.12 "Hazardous Substance(s)."** Any substance subject to regulation under the Washington Hazardous Waste Management Act (Ch. 70.105 RCW) and implementing regulations; and any hazardous substance under the Washington Model Toxics Control Act (Ch. 70.105D RCW) and implementing regulations; and any hazardous substance or hazardous waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9602 et seq.) and implementing regulations, as these laws are amended from time to time; underground storage tanks, whether empty, filled, or partially filled with any substance; asbestos; urea formaldehyde foam insulation; PCBs; and any other substance, waste, material, or chemical deemed or defined as hazardous, toxic, a pollutant, contaminant, dangerous or potentially dangerous, noxious, flammable, explosive, or radioactive, the removal of which is required or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or shipment of which is restricted, prohibited, regulated or penalized by any federal, state, county, municipal or other local governmental statute, regulation, ordinance, or resolution as these laws are amended from time to time.

**1.13 "Improvements,"** consistent with RCW 79.02.010(8), are additions within, upon, or attached to Lease Area (defined below). This includes, but is not limited to, fill, structures, concrete pads, towers, shelters, utilities, generators, fuel storage tanks and fixtures. Improvements also include additional rock, earth, or ballast placed on Lease Area. Improvements include any construction, alteration, or addition to pre-existing Improvements. Improvements do not include Equipment.

**1.14 "Interference Notice."** Written notification by Lessee to County of Electronic Interference on the Communication Site Area potentially arising from County-managed lands; and written notification by County to Lessee regarding Electronic Interference on County-managed lands potentially arising from Communication Site Area.

**1.15 "Lease Area."** That area described on the Survey inclusive of Communication Site Area, Utility Area, and Road Access Area.

**1.16 "Lessee."** Party holding a possessory interest in real or personal property under this lease.

**1.17 "Lessee-Owned Improvements."** Are Improvements authorized by County, if such authorization is required by this Lease, located within the Lease Area, and (1) made by Lessee, or (2) acquired by Lessee from County, a prior tenant or a Permittee.

**1.18 "Party(ies)."** County and Lessee may jointly be referred to herein as the "Parties" or individually, a "Party."

**1.19 "Permittees."** Lessee's employees, agents, contractors, sublessees, subcontractors, licensees, invitees, and assigns.

- (2) **Utility Area.** County hereby grants to Lessee a non-exclusive right to use the Utility Area.
- (3) **Road Access Area.** County hereby grants to Lessee a non-exclusive right to use the Road Access Area.

**2.02 Access to Lease Area.** Access to the Lease Area includes a nonexclusive right to use an existing road over and across the location shown on the map marked attached as "Exhibit C". Such access shall be provided twenty-four (24) hours per day, seven (7) days per week, unless access is closed due to damage or acts of nature which renders access unavailable until repaired. Access by Lessee and permittees shall be for business purposes only.

**2.03 Memorandum of Lease.** At Lessee's expense and no later than sixty (60) days after receiving the fully executed Lease, Lessee shall record a short form of this Lease, in a form substantially similar to the Memorandum of Lease attached as Exhibit E and attachment E-1 with the Whatcom County Auditor's Office. Lessee shall provide County with a copy of the recorded Memorandum of Lease. If Lessee fails to record the Memorandum of Lease, County may record it and Lessee shall reimburse the costs of recording within sixty (60) days of County's demand.

**2.04 Reservations by County.**

- (1) County reserves for itself, its successors, and assigns, the right to sell, lease, or otherwise dispose of minerals, coal, oil, timber, gas, or other valuable materials from Lease Area insofar as such uses do not unreasonably interfere with Lessee's rights.
- (2) County and its agents may enter Lease Area and any structural Improvements thereon at all reasonable times for the purpose of inspecting the installations, or equipment, provided that, except in case of an emergency, County shall provide Lessee with at least ten (10) business days prior written notice prior to inspecting the Facilities Area to enable Lessee to arrange to accompany County. This clause shall not be construed to impose a duty to inspect.

**2.05 Permittees.** Conduct of Permittees will be deemed the conduct of Lessee.

**2.06 Third-Party Interests.** This Lease is subject to all valid interests of third parties noted in the records of Whatcom County and on file with the Whatcom County Parks & Recreation Department, Whatcom County Washington as of the Commencement Date. It is understood and agreed by the Parties that the Lessee's communication tower lease area is immediately adjacent to two (2) other communication towers that also lease county property and also utilize the access road as is roughly depicted and described in Exhibit C. This lease is not intended to alter, adversely impact, or restrict the County in its current and future use of its property or other communication tower leases.

**3.04 Extent of Use.** Notwithstanding the restrictions on assignment of this Lease, Lessee has the right, at its sole discretion, to sublease, or otherwise enter into occupancy and use arrangements of Lease Area and share access rights granted under this Lease with Permittees, subject to the terms of this Lease.

Lessee may, at Lessee's sole expense, use any and all appropriate means of restricting access to the Communications Site Area, including construction of a fence around the Communications Site Area.

**3.05 Maintenance.** Lessee shall maintain Lease Area, excluding the Road Access Area, in a reasonable and safe condition throughout the term, reasonable wear and damage from casualty or natural disaster excepted.

**3.06 Restrictions.** Lessee shall not cause or permit:

- (1) Damage to land or natural resources.
- (2) Removal of valuable materials as defined under RCW 79.02.010(15), minerals, coal, oil, or gas without the prior written consent of State.
- (3) Accumulation of debris or refuse;
- (4) Raising effective radiated power (ERP) within the Facility Use Area beyond that authorized by the FCC.

**3.07 Compliance with Laws.** Lessee shall comply with all applicable laws and regulations affecting its use of the County Land and assume at Lessee's sole expense, any costs of such compliance including any fines or penalties. Lessee shall obtain all federal, state, and local permits and licenses necessary to operate under this Lease.

**3.08 Liens and Encumbrances.** Unless expressly authorized by County in writing, Lessee shall keep Lease Area free and clear of liens or encumbrances arising from Lessee's use or occupancy of Lease Area. Notwithstanding the foregoing, Lessee may grant such encumbrances of any improvements, personal property or fixtures owned by Lessee which are located within the Lease Area without the consent of Lessor so long as the County's lease interest or property is not impaired, restricted or encumbered.

## SECTION 4 - TERM

**4.01 Term.** The lease shall commence on October 15<sup>th</sup>, 2019 (the "Commencement Date") and continue until a period of 20 years (the Term) until October 14, 2039, (the "Termination Date"), unless adjusted under the terms of this Lease. Use of the Road Access Area and the

- (2) For any Lessee's or Permittees' Equipment and/or Improvements left on the Lease Area more than sixty (60) days after the Termination Date, County shall have the right, at its option, to (i) deem any or all of such Equipment and/or Improvements abandoned and take ownership thereof; or (ii) remove, sell or dispose of such Equipment and/or Improvements as County sees fit, in accordance with all applicable laws.
- (3) If County chooses to remove any or all of the Equipment or Improvements from the Lease Area as permitted herein, Lessee shall reimburse County for the reasonable direct costs County incurs therefor; provided County completes the removal work and provides Lessee an invoice for such costs within eighteen (18) months after the Termination Date.
- (4) Notwithstanding anything in this Lease or under applicable laws to the contrary, Lessee and Permittees shall retain ownership of their Equipment and Improvements if the term of this Lease is extended by mutual written agreement of the Parties, if Lessee holds over in accordance with the terms of Section 4.02, Holdover, or if Lessee re-leases the Lease Area under a new lease with the County.
- (5) Notwithstanding anything to the contrary contained in this Lease, County hereby waives Lessee's obligation to remove the following Improvements, without need for any additional consent or documentation thereof: fill, additional rock, earth or ballast, and all foundations and utility conduits more than eighteen inches (18") below surface-level; provided that such Improvements are left in a condition that is deemed to be safe to health and the human environment, which shall include removal of all power cables from such underground utility conduit.

#### **4.08 Disposition of Personal Property.**

- (1) Lessee retains ownership of Personal Property, unless Lessee and County agree otherwise in writing.
- (2) Lessee shall remove Personal Property from Lease Area by the Termination Date.

County may sell or dispose of all Personal Property left on Lease Area after the Termination Date. Lessee shall pay for the cost of removal and disposal.

### **SECTION 5 – PAYMENT**

**5.01 Rent.** Annual Rent is composed of Base Rent, Additional Rent, Road Use Fee, Leasehold Tax and assessments. Payments made hereunder will be applied in the order of interest, rent, charges, and then to leasehold tax, if applicable. Annual Rent is due and payable prior to the



period, and Lessee shall provide such written report to Lessor within sixty (60) days after Lessee's receipt of such written request.

- (4) **Leasehold Excise Tax.** Should a leasehold excise tax be imposed on this Lease or any interest therein, Lessee shall pay to County the leasehold excise tax as set forth in RCW Chapter 82.29A, or as may be amended. Leasehold tax shall be incorporated into Rent. However, Lessee may be assessed leasehold excise tax directly from the Washington State Department of Revenue. In this instance, Lessee must submit to County a written request, with supporting documentation from the Washington State Department of Revenue, to terminate or cease leasehold excise tax billing by the County.
- (5) **Refunds.** County shall not refund any monies paid in rent between the last Anniversary Date and Termination Date.
- (6) **Annual Base Rent Adjustment.** County shall increase the Base Rent by three percent (3%) on every Anniversary Date for all years except for those years in which County revalues the Base Rent under this Section.

**5.02 Base Rent Revaluation.** Fifth (5) Year and Subsequent Revaluations. At the end of the first (5) year period and at the end of any subsequent five (5) year period, County shall revalue the Base Rent (Adjustment Date). County shall provide notice of this revaluation to Lessee in writing no later than sixty (60) calendar days before the Anniversary Date. Base Rent will be revalued as follows:

- (1) The Base Rent will be revalued based on the cumulative percent change in the "Consumer Price Index, All Urban Consumers, US City Average," (CPI) for "all items" since the Commencement Date or last time of Base Rent revaluation. In the event the CPI ceases to be published, County may substitute such other comparable cost of living index as then may be in publication by a comparable governmental agency. In no event shall the Base Rent increase by more than twenty-five percent (25%) for any five (5) year period.
- (2) Independent Appraisal. If Lessee does not agree with County's revaluation, Lessee may submit to County an appraisal of market rent performed by an independent and licensed appraiser at Lessee's expense for County's consideration. Lessee must submit such appraisals to County within thirty (30) calendar days of Lessee's receipt of notification of the adjusted Base Rent, or County's determination of market rent is final with no right of appeal with rent due as set forth in County's initial notice. If Lessee timely submits an appraisal, County shall notify Lessee in writing whether County accepts or rejects Lessee's appraisal of market rent. Lessee shall pay the adjusted Base Rent within ten (10) business days of receipt of notice of whether Lessee's appraisal is accepted or rejected.

**5.05 Non-Waiver.** Acceptance of any other payment after the date it is due shall not be deemed a waiver regarding the obligations to make future payments on time.

**5.06 Failure to Pay.** Failure to pay any monies due under this Lease constitutes a material breach. County may seek all remedies available. If Lessee fails to pay amounts due under this Lease, County may pay the amount due and recover its cost in accordance with this Lease.

**5.07 Late Charge.** If County does not receive full rent payment within fifteen (15) business days of the date due, Lessee shall pay to County a late charge equal to Two Hundred Fifty and 00/100 Dollars (\$250.00), to defray the overhead expenses of County incident to the delay. This amount may be increased at Rent Re-valuation to reflect increased overhead costs, which shall be no more than the CPI increase.

**5.08 Interest Penalty for Past-Due Rent and Other Sums Owed.**

- (1) Interest on all past-due sums shall be charged at the rate of one percent (1%) per month, calculated from the due date, until paid. Rent not paid by the close of business on the due date will begin accruing interest the day after the due date.
- (2) If County pays or advances any amounts for or on behalf of Lessee, after first giving Lessee at least thirty (30) days' notice and opportunity to pay such amounts, Lessee shall reimburse County for the amount paid or advanced within thirty (30) days of receipt of an invoice therefore, together with reasonably supporting documentation for the amounts paid or advanced. If Lessee fails to reimburse the County timely, as provided herein, such paid or advanced amounts shall be subject to the interest provided for in (1) above.

**5.09 Referral to Collection Agency and Collection Agency Fees.** If county does not receive full payment within thirty (30) days of the due date, County may refer the unpaid amount to a collection agency as provided by RCW 19.16.500 or other applicable law. Upon referral, Lessee shall pay collection agency fees in addition to the unpaid amount.

**5.10 No Accord and Satisfaction.** County may accept payment in any amount without prejudice to County's right to recover the balance of the rent or pursue any other right or remedy.

**5.11 No Counterclaim, Setoff, or Abatement of Rent.** Lessee shall pay rent and all other sums without County providing prior notice or demand. Lessee's payment is not subject to counterclaim, setoff, deduction, defense, or abatement, unless such remedies are available to Lessee pursuant to law in the event of a Lessor default.

## SECTION 6 – IMPROVEMENTS AND EQUIPMENT

Improvements at the Termination Date, Lessee shall restore Lease Area in accordance with this Lease.

- (6) Emergency Work. All of Lessee's Work necessitated by an Emergency shall be governed by the terms of this Lease; provided Lessee need not obtain County's consent prior to commencing such necessary Work, but shall give County notice thereof as soon as is reasonably possible thereafter.
- (7) Electrical Power. Electrical power provided to Lease Area by Lessee shall be installed in accordance with all applicable legal requirements and industry standards. Initial installation and any subsequent expansion of the capacity of the power provided to Lease Area shall be subject to County's prior approval, which approval shall not be unreasonably withheld, conditioned, or delayed.
- (8) County may impose additional conditions reasonably intended to protect and preserve Lease Area if the Work is for removal of Improvements at the end of the term of this Lease.

**6.08 Minor Modifications Authorized.** Lessee may make minor modifications or alterations to Lease Area and Lessee-owned Improvements and equipment as it deems necessary, in its sole discretion, to accommodate use of Lease Area, subject to Lessee obtaining all necessary permits and approvals from applicable authorities for any such minor modifications. Lessee shall notify Lessor of all such minor modifications or alterations. County acknowledges that Lessee need not obtain County's consent before making minor modifications to the Lease Area and Lessee-owned Improvements. Examples of minor modifications would be the maintenance, the addition, repair and removal of any Equipment (including antennas and dishes) located on Lessee's towers or within Lessee's buildings, and cable tray modifications, security systems and other similar work located solely within the Facility Use Area, including height increases or modifications to the existing tower. Nothing herein shall permit Lessee to expand the Lease Area without the County's consent, unless agreed otherwise in this Lease.

**6.09 Government Approvals.** Prior to performing any installation or construction work within Lease Area, Lessee shall secure all necessary Government Approvals at its sole expense. County agrees to complete County's portion of the Government Approvals. If requested by Lessee, Lessor will execute, at Lessee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on the Lease Area, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and the approvals deemed necessary by Lessee in Lessee's absolute discretion to utilize the Lease Area for the use permitted by this Lease. Lessor agrees to be named applicant if requested by Lessee. Lessor shall be entitled to no further consideration with respect to any of the foregoing matters.

**6.10 Third-Party Use.** Upon County's request, Lessee shall allow third parties to access utility service to install new and maintain existing service and may reasonably condition such

**7.03 County's Physical Interference.** County is not responsible for Physical Interference on County-owned lands.

**7.04 Cooperation.** Upon receipt of an Interference Notice by the other party, County and Lessee shall reasonably cooperate to resolve Electronic Interference or to identify resolutions to Physical Interference.

## **SECTION 8 - ACCESS ROADS AND ROAD MAINTENANCE**

**8.01 Road Repair.** Lessee shall repair, or cause to be repaired, at its sole cost and expense that damage to the Road Access Area that is caused through the operations of Lessee, including Permittees, which is in excess of that which they would cause through normal and prudent usage of said Road Access Area. Lessee shall notify County within five (5) business days of any damage to the road caused by Lessee and Permittees. Upon notification by County of Lessee-caused damage, Lessee shall provide County with a plan for the repairs within ten (10) business days.

### **8.02 Road Maintenance and Repair.**

- (1) County shall be responsible for road maintenance of the Road Access Area except as otherwise provided herein. Road maintenance is defined as work normally necessary to preserve and keep the roads in their present condition or as hereafter improved.
- (2) In the event of a catastrophe, or the need for extraordinary road maintenance or repair, Lessee shall pay its pro rata share of the cost incurred in maintaining, repairing, or resurfacing said road or portion thereof, as determined by County; provided that Lessee's pro rata share of such costs shall not exceed Five Thousand and 00/100 Dollars (\$5,000.00) without Lessee's prior written consent (Max Fee).
- (3) In the event Lessee's pro rata share of the costs exceeds the Max Fee and Lessee does not waive the Max Fee limitation, County reserves the right to not repair the road, and in such case County shall not guarantee or warrant Lessee's access to Lease Area. Lessee assumes all risk of loss associated with accessing Lease Area.

## **SECTION 9 - SPECIAL REQUIREMENTS**

**9.01 Fire.** Lessee shall comply with all applicable laws and regulations pertaining to fire protection and suppression and take reasonable care to prevent wildfires from igniting on or spreading onto Lease Area. Measures shall include notifying Permittees that vehicles should carry a fire extinguisher of at least a 5 B/C rating and a serviceable shovel and complying with

- (3) Lessee shall immediately notify County of any of the following:
- (a) All failures to comply with any federal, state, or local law, regulation, or ordinance, as now enacted or as subsequently enacted or amended with respect to the use, presence, transportation, or generation of Hazardous Substances in, on, about, or adjacent to Lease Area;
  - (b) All inspections of Lease Area by, or any correspondence, orders, citations, or notifications from, any regulatory entity concerning Hazardous Substances affecting Lease Area;
  - (c) All regulatory orders or fines, or all response or interim cleanup actions taken by or proposed to be taken by any government entity or private party concerning the use, presence, transportation, or generation of Hazardous Substances in, on, about, or adjacent to Lease Area;
  - (d) On request, Lessee shall provide copies to County of any and all correspondence, pleadings, and/or reports received by or required of Lessee or issued or written by Lessee or on Lessee's behalf with respect to the use, presence, transportation, or generation of Hazardous Substances in, on, about, or adjacent to Lease Area.
- (4) Indemnity. Lessee shall be fully and completely liable to County, and, to the extent permitted by law, shall indemnify, defend, and save harmless County and its employees, officers, and agents from any and all damages, costs, fees (including attorneys' fees and costs), penalties, and oversight costs to the extent arising from Lessee's use, disposal, transportation, generation, and/or sale of Hazardous Substances or that of Lessee's Permittees and for any breach of this Section.

**9.03 Weed Control.** Lessee shall control weeds and vegetation on Lease Area. Weed control shall be approved in writing by County prior to beginning such activities.

**9.04 Habitat Conservation Plan (HCP).** Lease Area is located within an area that is subject to State's 1997 Habitat Conservation Plan (Habitat Conservation Plan) adopted in connection with Incidental Take Permit No. PRT-812521 as supplemented by Permit No. 1168 (Incidental Take Permit No. PRT-81251 and Permit No. 1168 shall be collectively referred to as ITP). As long as the Habitat Conservation Plan remains in effect, Lessee and Lessee's Permittees shall comply with the terms and conditions set forth in Exhibit H while operating on Lease Area.

**9.05 Snow Plowing.** Except in event of emergency, snow plowing shall be permitted only upon County's written consent, which shall not be unreasonably withheld, conditioned, or delayed. Lessee shall follow precautions and conditions as listed in Exhibit H.

**10.03 Name Change.** If Lessee changes its name, Lessee shall provide County with legal documentation of the name change within sixty (60) days of the effective date of the change.

## SECTION 11 - INDEMNITY AND INSURANCE

**11.01 Indemnity (Assumption of Liability) and Insurance.** From and after the Commencement Date of this Lease, Lessee shall indemnify, defend and hold harmless County, its employees, officers, and agents from any and all liability, damages (including, but not limited to, death, personal injury, and damages to land and other natural resources), expenses, causes of action, suits, claims, costs, fees (including, but not limited to, attorneys' fees), penalties, or judgments, of any nature whatsoever, alleged or arising out of the use, occupation, or control of Lease Area by Lessee and its Permittees except as may arise out of the willful or negligent acts or omissions of County or County's elected officials, employees, agents, servants, contractors and sublessees. In case of damages caused by the concurrent negligence of Lessee, its permittees, successors, subcontractors, its successors or assigns, or its agents, servants, or employees and the Lessor, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Lessee, its permittees, successors, subcontractors, its successors or assigns, or its agents, servants, or employees. Nothing contained in this Section or this Agreement shall be construed to create a right in any third party to indemnification or defense.

Lessee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless County and its agencies, officials, agents, and employees. This Section shall not in any way limit Lessee's liability under Hazardous Substances Section, and this Section shall not apply to any liability, damages, expenses, causes of action, suits, claims, costs, fees, penalties, or judgments, of any nature whatsoever, arising out of any events, obligations, rights, or actions described in Hazardous Substances Section.

The Parties agree all indemnity obligations shall survive the completion, expiration or termination of this lease.

### 11.02 Insurance.

- (1) Required. Lessee shall, at all times during the term of this Lease at its sole cost and expense, carry and maintain insurance of the types and amounts listed below. Failure to carry and maintain the required insurance may result in the termination of this Lease at County's option. Failure by the County to confirm compliance with the Lessee's insurance requirements shall not be considered a waiver or acceptance of Lessee's insurance obligations.
- (2) Insurers. All insurance and surety bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better, in the most recently published edition of *Best's Report*. Any exception

Employer's Liability ("Stop Gap") Insurance: Lessee shall purchase and maintain employer's liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) Insurance: Lessee shall purchase and maintain business auto insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 per accident, with such insurance covering liability arising out of "Any Auto." The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." Lessee waives all rights of subrogation against County for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Industrial Insurance (Workers' Compensation): Lessee shall comply with Title 51 RCW by maintaining workers' compensation insurance for its employees. Lessee waives all rights of subrogation against County for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance. Lessee waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this Lease.

Pollution Legal Liability Insurance:

- (a) Lessee shall procure and maintain for the duration of this Lease pollution legal liability insurance, including investigation and defense costs, for bodily injury and property damage, including loss of use of damaged property or of property that has been physically damaged or destroyed. Such coverage must provide for both on-site and off-site cleanup costs and cover gradual and sudden pollution, and include in its scope of coverage natural resource damage claims. Lessee shall maintain coverage in an amount of at least:
  - (i) \$2,000,000 each occurrence for Lessee's operations at the Lease Area as well as for all treatment, storage, and disposal facilities, including transportation to such facilities, and
  - (ii) at least \$4,000,000 general aggregate or policy limit, if any.
- (b) Such insurance may be provided on an occurrence or claims-made basis. If such coverage is obtained as an endorsement to the CGL and is provided on a claims-made basis, the following additional condition must be met:
- (c) The pollution legal liability insurance policy must cover Hazardous Substance removal.
  - (i) The pollution legal liability insurance policy must contain no retroactive date, or the retroactive date must precede abatement services.
  - (ii) Coverage must be continuously maintained.

- (2) Repair. Unless otherwise agreed in writing, if any repairs are necessitated by the fault or negligence of Lessee and Permittees. Lessee shall reconstruct, repair, or replace such damaged portions of Lease Area and Improvements on Lease Area as nearly as possible to their condition immediately prior to the damage or destruction in accordance with this Lease.

**12.03 County's Claim.** County does not waive any claims for damage or destruction of Lease Area unless County provides written notice to Lessee of each specific claim waived.

**12.04 Insurance Proceeds.** Lessee's duty to reconstruct, repair, or replace any damage or destruction of Lease Area or any Improvements on Lease Area is not conditioned upon the availability of any insurance proceeds to Lessee from which the cost of repairs may be paid. The Parties shall use insurance proceeds in accordance with Insurance Section.

**12.05 Rent in the Event of Damage or Destruction.** Unless the Parties agree to terminate this Lease, there is no abatement or reduction in rent during such reconstruction, repair, and replacement.

**12.06 Default at the Time of Damage or Destruction.** If Lessee is in default under the terms of this Lease at the time damage or destruction occurs, County may elect to terminate the Lease and County then shall have the right to retain any insurance proceeds payable as a result of the damage or destruction.

**12.07 County's Remedy.** If Lessee fails to remedy the condition of Lease Area in a timely manner as required by this Lease, County shall provide written notice to Lessee. In the event Lessee fails to respond within sixty (60) days of such notice, County may take steps reasonably necessary to remedy Lessee's failure. Within sixty (60) calendar days of demand by County, Lessee shall pay all costs of County's remedy, including but not limited to the costs of removing and disposing of material deposited improperly on Lease Area, lost revenue resulting from the condition of Lease Area, and administrative costs associated with County's remedy.

**12.08 Debt to County.** If County must pay any tax, assessment, penalty, or interest because of the failure of Lessee to pay such taxes, assessments, penalties, or interest that Lessee is obligated to pay pursuant to the terms of this Lease, such obligations shall be considered a debt to County. Lessee shall pay within thirty (30) days of demand by County. Notwithstanding, the foregoing, County must notify Lessee within one (1) year of any such debt occurring, and any claim not made within the prescribed time period shall be deemed satisfied and unenforceable against Lessee.

## SECTION 13 - CONDEMNATION



- (5) Involuntary assignment by operation of law.

#### **14.02 Right to Cure.**

- (1) Event of Default. A default becomes an "Event of Default" if Lessee fails to cure the default within the applicable cure period following County's written notice of default. Upon an Event of Default, County may seek remedies under this Lease.
- (2) Cure Period. Unless expressly provided elsewhere in this Lease, the cure period is thirty (30) days to cure monetary defaults and forty-five (45) days to cure non-monetary defaults.
- (3) Non-Monetary Default. For non-monetary defaults not capable of cure within forty-five (45) days, County will not unreasonably withhold approval of a reasonable alternative cure schedule. Lessee must submit to County a cure schedule within thirty (30) days of Lessee's receipt of a notice of default. The default is not an Event of Default if County approves the schedule and Lessee works diligently and in good faith to execute the cure. The default is an Event of Default if Lessee fails to timely submit a schedule or fails to cure in accordance with an approved schedule.
- (4) Repeated Defaults. Should repeated defaults occur, County may elect to deem a default by Lessee as an Event of Default.
- (5) In the case of a breach of any covenant or term hereof by the Lessor, the Lessor shall have all rights of notice and cure afforded Lessee in this Lease,

**14.03 Remedies.** Upon an Event of Default, County may pursue any remedy available at law or equity.

### **SECTION 15 - NOTICE**

**15.01 Designated Contact.** Formal notices, required or desired, shall be in writing and delivered personally or by messenger or sent by USPS certified mail, return receipt requested, postage prepaid, and shall be sent to the respective addressee at the respective address set forth below or to such other address as the Parties may specify in writing.

Billing invoices and other rent matters will be sent to the "Primary Contact" only.

County Contact:

Director  
Whatcom County Parks & Recreation Department

monuments that must necessarily be disturbed or destroyed in the process of carrying out the operations allowed by this Lease must be adequately referenced and/or replaced in accordance with RCW 58.24.040 (8). Such references must be approved by State of Washington, Department of Natural Resources prior to removal of said corners, reference points, or monuments.

**16.04 Proprietary Information/Public Disclosure.** Any materials and other written and electronic records submitted by Lessee to County, or produced or utilized by the County or jointly by Parties for this Lease, may be or are subject to disclosure under the Public Records Act, Chapter 42.56 RCW.

Any submitted materials or records that Lessee claims are exempt from disclosure under the Public Records Act must be clearly designated as such. Each page, or portion thereof, that contains exempt material must be identified and the particular exemption from disclosure upon which Lessee is making the claim must be identified by the statutory citation number. County will consider Lessee's request for exemption from disclosure; however, County will make an independent decision on the applicability of any claimed exemption consistent with applicable laws. The portion of a document claimed as exempt must qualify for exempt status as identified in RCW 42.56. Lessee should selectively identify each record or portion of record thought to be exempt rather than marking all records as exempt from disclosure. If a public records request is made regarding materials that Lessee has claimed are exempt, County will provide Lessee with notice of the request and allow Lessee ten (10) business days to seek a court injunction against the requested disclosure prior to County fulfilling the public records request. Lessee is liable for any costs, fees, or judgement for failure to release records to the County which are deemed subject to disclosure under the Public Records Act if records were within or in the control or possession of the Lessee and were not provided as required by the Public Records Act.

**16.05 Exhibits.** This Lease is subject to the terms and conditions of Exhibits referenced herein, which are attached hereto and by this reference made a part hereof.

**List of Exhibits**

- "A" Depiction of Communication Site Area and Utility Area
- "B" Lessee-owned Improvements
- "C" Depiction of Road Access Area
- "D" Legal Description of County Land
- "E" Memorandum of Lease  
Attached Exhibit E-1
- "F" Surrender of Leasehold
- "G" Rental Calculation
- "H" Site Specific Requirements
- "I" Requirements of the Habitat Conservation Plan

party hereto or its counsel. Section numbers or titles are not to be considered in interpreting this lease.

**16.16 Statutory Reference.** Any reference to a statute means that statute as presently enacted or hereafter amended or superseded.

**16.17 Modification.** No modification of this Lease is effective unless in writing and signed by both Parties. Oral representations or statements do not bind either Party.

**16.18 Survival.** Any obligations of Lessee not fully performed upon termination of this Lease do not cease but continue as obligations of the Lessee until fully performed.

**16.19 Safety.** Lessee shall operate and maintain the Lease Area free from injury, harm, danger or loss to personal property whether deliberate or accidental.

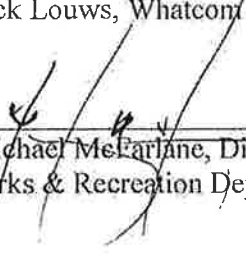
**16.20 IRS Form W-9.** Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Lease and at such other times as may be reasonably requested by Lessee. In the event the Lease Area is transferred, the succeeding lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in the Rent to the new lessor. Lessor agrees to provide Lessee records required to be provided by law.

Signed this \_\_\_ day of \_\_\_\_\_, 2019

**SIGNATURE PAGES FOLLOW**

WHATCOM COUNTY

\_\_\_\_\_  
Jack Louws, Whatcom County Executive

  
\_\_\_\_\_  
Michael McParlane, Director  
Parks & Recreation Department

Approved as to Form:

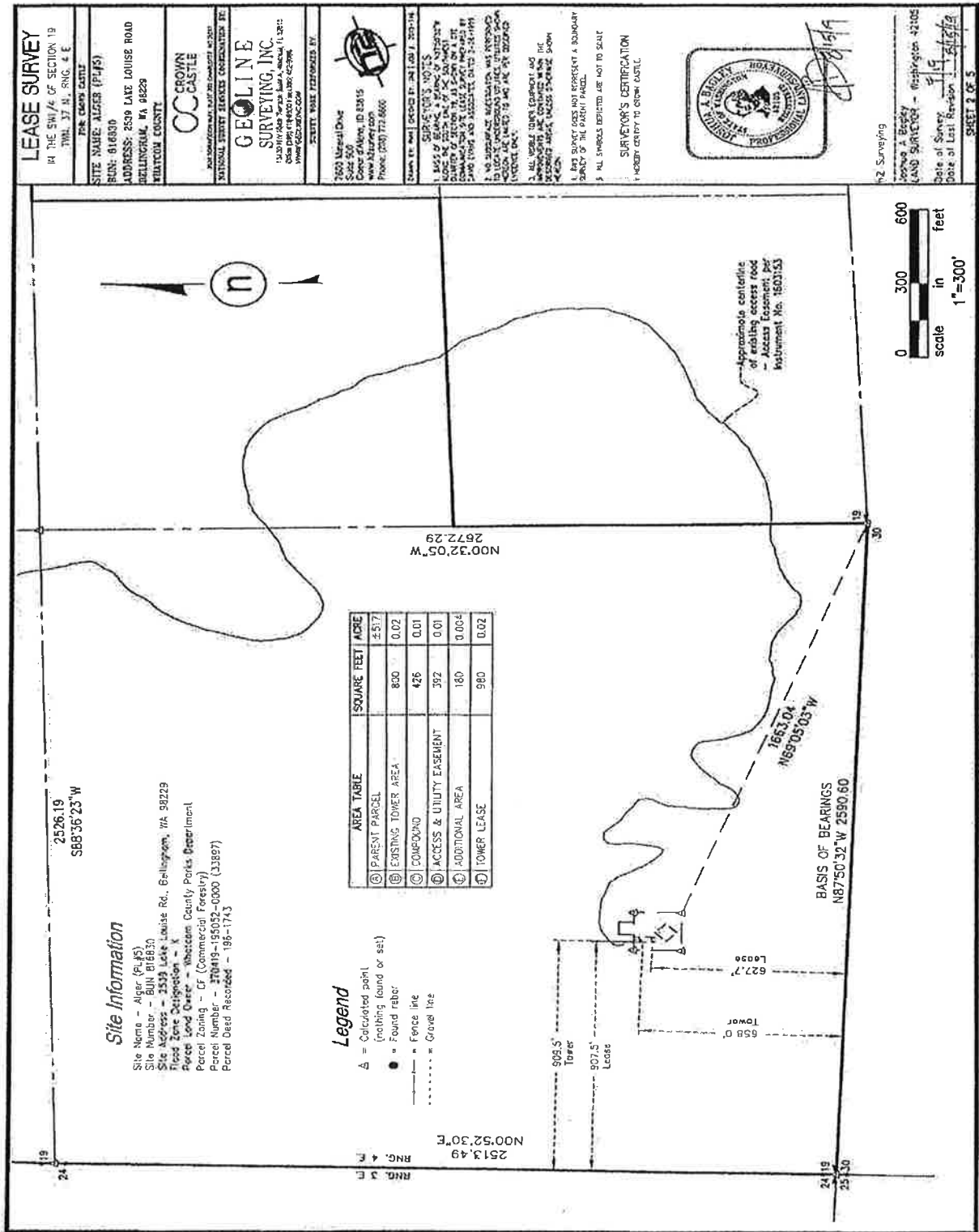
  
\_\_\_\_\_  
Senior Deputy Prosecuting Attorney

State of Washington )  
                                  ) ss.  
County of Whatcom )

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

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

\_\_\_\_\_  
Name (Print)  
NOTARY PUBLIC, in and for the State  
of Washington, residing at Bellingham  
My Commission expires:



**LEASE SURVEY**  
 IN THE SW 1/4 OF SECTION 19  
 TWA 37 N. RNC. 4 E

THE OWNERS  
 SITE NAME: ALGER (PL#5)  
 BUN: 816830  
 ADDRESS: 2539 LAKE LOUISE ROAD  
 BELLINGHAM, WA 98229  
 WHATCOM COUNTY

**CROWN CASTLE**  
 COMMUNICATIONS AND TELEVISION  
 NATIONAL TOWER SERVICES CORPORATION ET AL

**GEOLINE SURVEYING, INC.**  
 2539 Lake Louise Road, Bellingham, WA 98229  
 Phone: (360) 712-8600  
 www.geoline.com

7653 Marsh/Done  
 Suite 500  
 Corner of Alamo, ID 83815  
 www.marshdone.com  
 Phone: (208) 712-8600

QUALITY WORK PERFORMED BY  
 SUPPLEMENTAL NOTES  
 1. THIS SURVEY IS A PART OF A NATURAL SURVEY OF SECTION 19, T37N, R4E, S19E, COMMENCED BY THE LEASE SURVEY AND IS SUBJECT TO THE TERMS AND CONDITIONS OF SAID LEASE SURVEY.

2. NO IMPROVEMENTS, UTILITIES, OR ENCUMBRANCES WERE FOUND OR NOTED BY THIS SURVEY.

3. ALL NEARBY TOWER EASEMENTS AND ENCUMBRANCES ARE CONTAINED WITHIN THE SURVEYED AREA, EXCEPT AS SHOWN HEREON.

4. THIS SURVEY DOES NOT REPRESENT A BOUNDARY PART OF THE PARENT PARCEL.

5. ALL SHEDS REFERRED ARE NOT TO SCALE.

SURVEYOR'S CERTIFICATION  
 I HEREBY CERTIFY TO OWN CASTLE



DATE OF SURVEY: 11/15/19  
 DATE OF LAST REVISION: 11/15/19

NO. 2 Surveying  
 Joshua A. Brakley  
 LAND SURVEYOR - Washington 42100

Scale of Survey: 1" = 300'  
 Date of Last Revision: 11/15/19  
 SHEET 2 OF 5

**Site Information**  
 Site Name - Alger (PL#5)  
 Site Number - BUN 816830  
 Site Address - 2539 Lake Louise Rd., Bellingham, WA 98229  
 Flood Zone Designation - X  
 Parcel Land Owner - Whatcom County Parks Department  
 Parcel Zoning - CF (Commercial Forestry)  
 Parcel Number - 370419-195052-0000 (3.1897)  
 Parcel Deed Recorded - 198-1743

**Legend**

- △ = Calculated point (nothing found or set)
- = Found marker
- = Fence line
- ..... = Gravel line

AREA TABLE	SQUARE FEET	ACRE
(A) PARENT PARCEL	2,517	0.02
(B) EXISTING TOWER AREA	800	0.02
(C) COMPOUND	426	0.01
(D) ACCESS & UTILITY EASEMENT	392	0.01
(E) ADDITIONAL AREA	160	0.004
(F) TOWER LEASE	980	0.02

**LEASE SURVEY**  
 IN THE SW1/4 OF SECTION 19  
 T11N, 37E, R. 1E, SEC. 4 E.  
 FKA. CROWN CASTLE

**SITE NAME: ALGER (PL#5)**  
 BUS: 816830  
 ADDRESS: 2539 LAKE LOUISE ROAD  
 BELLINGHAM, WA 98229  
 WHATCOM COUNTY

**CROWN CASTLE**  
 2025 FIDELITY INVESTMENT GROUP INC. COMPANY ACCOUNT  
 FIDELITY INVESTMENT SERVICES CORPORATION 171

**GEOLINE SURVEYING, INC.**  
 19433 140th Avenue, Suite 200, Abbotsford, BC, V3S 1S3  
 Phone: (604) 851-1111  
 www.geolinebc.com

**7620 Mineral Drive**  
 Suite 800  
 Colfax, WA, 98115  
 www.7620survey.com  
 Phone: (206) 772-8800

**DATE BY: [Signature]** (2022) BY: [Signature] (2022) P. 2022-14

**SURVEYOR'S NOTES**  
 1. THIS SURVEY IS A RECONSTRUCTION OF A SURVEY MADE BY GEOLINE SURVEYING, INC. IN 2015. THE ORIGINAL SURVEY WAS CONDUCTED BY GEOLINE SURVEYING, INC. IN 2015. THE ORIGINAL SURVEY WAS CONDUCTED BY GEOLINE SURVEYING, INC. IN 2015. THE ORIGINAL SURVEY WAS CONDUCTED BY GEOLINE SURVEYING, INC. IN 2015.

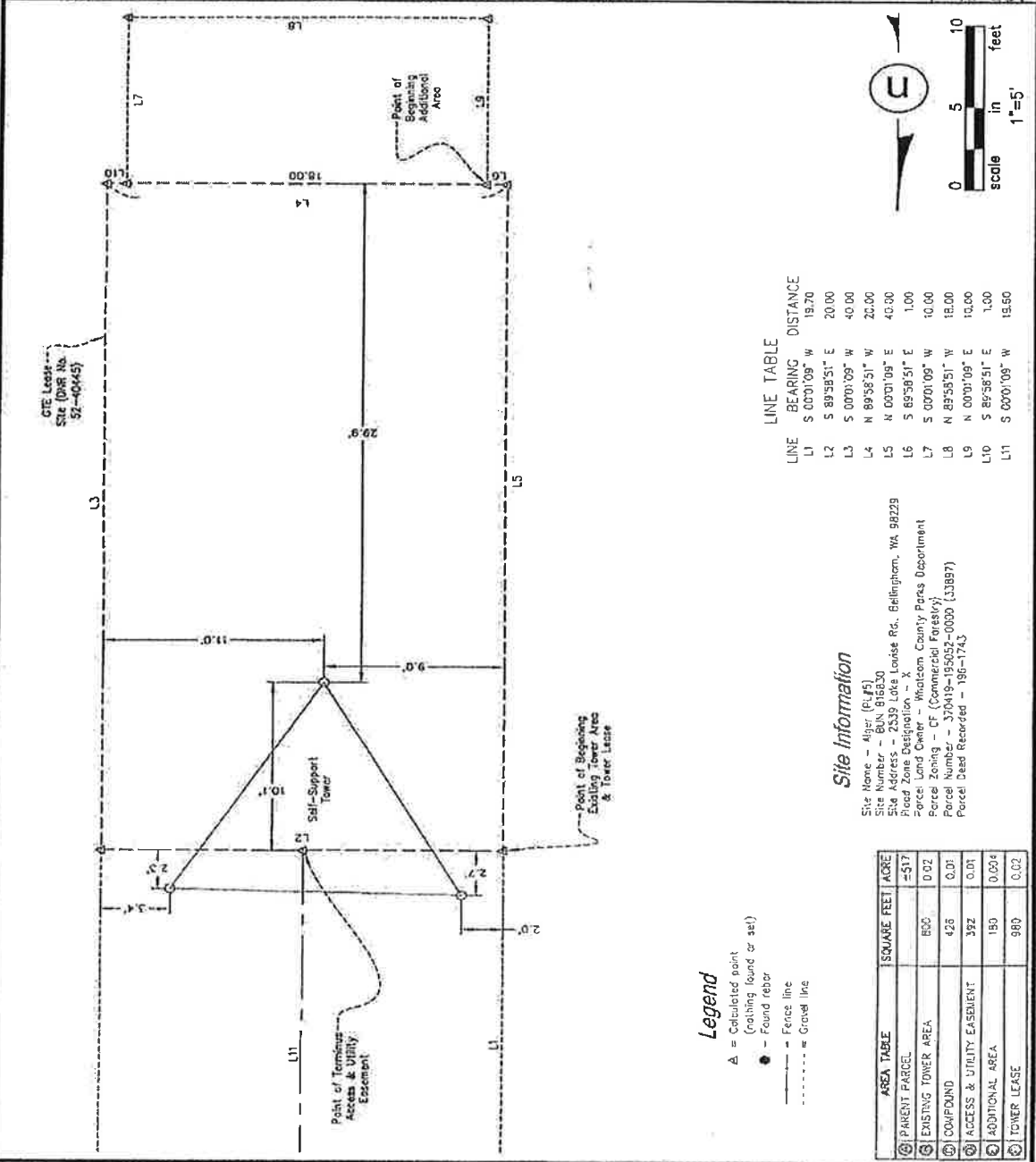
**DATE BY: [Signature]** (2022) BY: [Signature] (2022) P. 2022-14

**SURVEYOR'S CERTIFICATION**  
 I HEREBY CERTIFY TO BROWN CASTLE

**Professional Seal:** A. B. BELLINGHAM, B.S. SURVEYING, 1918, PROFESSIONAL L.T.S.

**Scale:** 1" = 5' feet

**Sheet:** 4 OF 5



**LINE TABLE**

LINE	BEARING	DISTANCE
L1	S 00°01'09" W	19.70
L2	S 89°58'51" E	20.00
L3	S 00°01'09" W	40.00
L4	N 89°58'51" W	20.00
L5	N 00°01'09" E	40.00
L6	S 89°58'51" E	1.00
L7	S 00°01'09" W	10.00
L8	N 89°58'51" W	18.00
L9	N 00°01'09" E	10.00
L10	S 89°58'51" E	1.00
L11	S 00°01'09" W	19.50

**Site Information**

Site Name - Alger (PL#5)  
 Site Number - BUS 816830  
 Site Address - 2539 Lake Louise Rd., Bellingham, WA 98229  
 Flood Zone Designation - X  
 Parcel Land Owner - Whatcom County Parks Department  
 Parcel Zoning - CF (Commercial Forestry)  
 Parcel Number - 370419-195052-0000 (33897)  
 Parcel Dead Recorded - 196-1743

**Legend**

- A = Calculated point (nothing found or set)
- = Found rebar
- = Fence line
- - - - = Gravel line

AREA TABLE	SQUARE FEET	ACRE
① PARENT PARCEL	517	0.02
② EXISTING TOWER AREA	800	0.02
③ COMPOUND	428	0.01
④ ACCESS & UTILITY EASEMENT	392	0.01
⑤ ADDITIONAL AREA	180	0.004
⑥ TOWER LEASE	980	0.02

Whatcom County Parks Crown  
 Castle Communication Tower  
 Lease Agreement No. \_\_\_\_\_

**EXHIBIT D**  
**LEGAL DESCRIPTION OF COUNTY LAND**

That portion of the Southwest quarter of Section 19, Township 37 North, Range 4 East, W.M., described as follows:

Beginning at the existing Southeast corner of said subdivision, being monumented as shown on record of survey recorded in Volume 1 Surveys, Page 34, Records of Whatcom County Washington;

Thence N 64°46'13" W (Grid Azimuth based on GPS observations from Washington State Department of Transportation control stations) a grid distance of 1,759.57 feet (1,759.79 ground distance based on a combination factor of 0.9998750) to the true point of beginning of the herein described parcel and a point on the North line of the existing U.S. West New Vector Group easement, as disclosed and shown in a document recorded under recording No. 1603153, record of Whatcom County, Washington, distant thereon 40.00 feet from the Northeast corner thereof:

Thence N 89°26'03" W along the North line of said U.S. West easement, as surveyed by W. Brickey in 1988, a distance of 50.00 feet;

Thence N 00°33'57" E a distance of 50.00 feet;

Thence S 89°26'03" E a distance of 50.00 feet;

Thence S 00°33'57" W a distance of 50.00 feet to the true point of beginning

4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LESSOR"

WHATCOM COUNTY, acting by and through the County Executive

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

\_\_\_\_\_ County Executive

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

"LESSEE"

CROWN CASTLE GT COMPANY LLC

A Delaware limited liability company (UBI 602007245)

Melanie Webb

Signature  
Name: Melanie Webb  
Title: Senior Transaction Manager

Address: \_\_\_\_\_  
City/State: \_\_\_\_\_  
Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

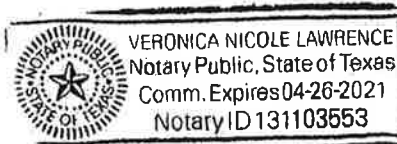
STATE OF TEXAS:

COUNTY OF Harris: <sup>SS</sup>

Before me, Veronica Nicole Lawrence a Notary Public, on this day personally appeared Melanie Webb, of CROWN CASTLE GT COMPANY LLC, a Delaware limited liability company, known to me (or proved to me on the oath of \_\_\_\_\_ or through driver's license, state id card, resident id card, military id card, or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 9<sup>th</sup> day of October, 20 19

Whatcom County Parks Crown  
Castle Communication Tower  
Lease Agreement No. \_\_\_\_\_



Page 40 of 47  
Site Name: ALGER (PL#5)  
Business Unit #816830



**EXHIBIT E-1**  
**to the MEMORANDUM OF LEASE**

The Legal Description of the real property on which Lessee's leased area, and associated access and utility rights, are located is set forth in that certain Record of Survey filed in Whatcom County on 5/23/88 under Auditor's File Number 1603153, and includes all of the following:

That portion of the Southwest quarter of Section 19, Township 37 North, Range 4 East, W.M., described as follows:

Beginning at the existing Southeast corner of said subdivision, being monumented as shown on record of survey recorded in Volume 1 Surveys, Page 34, Records of Whatcom County Washington;

Thence N 64°46'13" W (Grid Azimuth based on GPS observations from Washington State Department of Transportation control stations) a grid distance of 1,759.57 feet (1,759.79 ground distance based on a combination factor of 0.9998750) to the true point of beginning of the herein described parcel and a point on the North line of the existing U.S. West New Vector Group easement, as disclosed and shown in a document recorded under recording No. 1603153, record of Whatcom County, Washington, distant thereon 40.00 feet from the Northeast corner thereof:

Thence N 89°26'03" W along the North line of said U.S. West easement, as surveyed by W. Brickey in 1988, a distance of 50.00 feet;

Thence N 00°33'57" E a distance of 50.00 feet;

Thence S 89°26'03" E a distance of 50.00 feet;

Thence S 00°33'57" W a distance of 50.00 feet to the true point of beginning

**LESSEE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

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

Dated: \_\_\_\_\_

Notary Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_,  
residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

**COUNTY'S ACKNOWLEDGMENT**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WHATCOM )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, to me known to be the Executive of Whatcom County, who executed the within and foregoing instrument on behalf of Whatcom County, and acknowledged said instrument to be the free and voluntary act and deed of the County for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

Dated: \_\_\_\_\_

Notary Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for the State of Washington, residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

**EXHIBIT H**  
**SITE SPECIFIC REQUIREMENTS**

*BLANK*