



# ENERGY NORTHWEST

WSP contract #C130041GSC-3

## CONTRACT / LEASE MODIFICATION

Issued by: Debbie Barnes

LESSEE: **WASHINGTON STATE PATROL**  
P.O. Box 42602  
Olympia, WA 98504

Contract No. X-40552  
Modification No. 3  
Modification Date: April 7, 2021

### 1. DESCRIPTION OF MODIFICATION

#### A. **ARTICLE 5.0 – Term of Use**

Effective July 1, 2021 the term of the Lease shall be extended for an additional three (3) years ending June 30, 2024.

### 2. EXECUTION

All other terms, covenants, and conditions of the above referenced Lease, except as duly modified by this Amendment, remain in full force and effect.

WASHINGTON STATE PATROL

ENERGY NORTHWEST

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

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

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

Sherrri Schwartz  
Procurement Specialist III

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

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

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

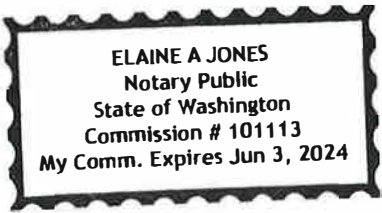
LESSOR – NOTARY FOR JOINT OPERATING AGENCY AND MUNICIPAL CORPORATION

STATE OF Washington )  
 ) ss  
COUNTY OF Benton )

I, certify that I know or have satisfactory evidence that Sherri Schwartz personally appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as Procurement Specialist of Energy Northwest, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: April 28, 2021 Elaine Jones  
(Signature)

(Seal or stamp)



Elaine A. Jones  
(Print Name)  
Notary Public in and for the State of Washington, residing at West Richland, WA  
My appointment expires June 3, 2024

LESSEE – NOTARY FOR CORPORATION

STATE OF Washington  
COUNTY OF Thurston ) ss

I, certify that I know or have satisfactory evidence that Robert L. Maki personally 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 free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 4/8/2021

[Signature]  
(Signature)

(Seal or stamp)



JULIE HANNAH  
(Print Name)  
Notary Public in and for the State of Washington, residing  
at Thurston Co.  
My appointment expires 7-3-23



**CO-LOCATION AND INDEMNITY AGREEMENT  
NUMBER X-40552**

THIS AGREEMENT entered into this day of June, 2012 by and between Energy Northwest, a joint operating agency and municipal corporation in the State of Washington, (hereinafter referred to as "Energy Northwest") and Washington State Patrol, with its principal place of business being located at 321 Cleveland Ave. Suite A, Tumwater, WA (collectively hereinafter referred to as the "Parties" and independently as the "Party") and in consideration of the mutual promises and covenants herein, the parties agree as follows:

The following documents and the terms, covenants and conditions therein are hereby incorporated into this Agreement by reference and shall be binding and fully enforceable in regards to WSP or any of its subtenants:

- DOE License, Contract Number, R006-09LI-14949, dated July 23, 2009, all documents referenced therein ("License Agreement"), and Amendments thereto, which is attached hereto.
- Memorandum of Agreement Governing The Combined Consolidated Communication Facility, dated September 14, 2009, ("MOA") and Amendments thereto, which is attached hereto,
- The Facility Transition Plan, documenting tenant facility location and antenna location shall be incorporated upon its completion.
- The Parties do hereby agree, this Agreement inclusive of all documents referenced herein, supersedes all previous Land Use Agreements between WSP and DOE.

**1.0 Usage of Property**

Energy Northwest shall permit the WSP to utilize certain portions of Energy Northwest property described as follows: Rattlesnake Mountain, Combined Community Communication Facility (RSM CCCF), (hereafter referred to as "Premises"). Specifically, WSP shall have the right to utilize area identified as the WSP rack space, the associated square footage and the Tower at the Premises (hereafter referred to as "Co-Location Space"), solely for the purposes set forth in Article 2.0. Tower location shall be assigned by Energy Northwest based on the final Transition Plan and the independent study provided by Northwest Tower Engineering, (to be incorporated at a later date). Energy Northwest shall also provide common services to include DC battery backup, generator backup, HVAC controlled space, and power for operations. The permission granted under this Agreement shall not be construed to convey any right, title, or interest in the Premises.

WSP Agreement No.: C130041GSC

To the extent that this provision is consistent with all other provisions of this Agreement and those Agreements incorporated herein by reference, WSP and Energy Northwest shall co-operate with each other and any third parties occupying space on the Premises so as to not unreasonably hinder or impact the business operations of each other and any third parties who are occupying space on the Premises.

## **2.0 Permitted Uses**

WSP is authorized to utilize said Premises for the purposes of locating, operating and maintaining radio equipment for WSP use as defined in attachment A and in accordance with applicable laws, regulations and requirements. Said Premises shall be utilized solely for such purpose(s) and for no other purpose. The Co-Location Space constitutes the assignment by Energy Northwest of a floor assignment, rack assignment, or other specification of a location for the installation of personal property, business and trade fixtures and equipment owned or leased by WSP (collectively, the "Equipment") at the Premises. Energy Northwest may change the initial configuration of WSP's rack(s) at the Premises with 60 day's notice to WSP; provided that such change (i) shall not unreasonably disturb or interfere with WSP's business operations, (ii) shall be performed during a planned service period between midnight and 6:00 am, and (iii) shall be at Energy Northwest's sole cost.

## **3.0 Approval by Energy Northwest**

Any installations, alterations, or improvements made by WSP to its own equipment shall be at WSP's own expense and shall be done only at times and in conformity with plans and specifications approved in advance in writing by Energy Northwest, performed by a licensed contractor approved in advance in writing by Energy Northwest, and in accordance with all laws, rules, regulations, ordinances and requirements of governmental agencies, offices and boards having jurisdiction. WSP shall pay directly or reimburse Energy Northwest for any cost incurred by Energy Northwest in obtaining said approval(s). If requested by Energy Northwest, WSP shall post a bond or other security reasonably satisfactory to Energy Northwest to protect Energy Northwest against liens arising from work performed for WSP. All work performed shall be done in a good workmanship like manner and with material (when not specifically described in the specifications) of the quality and appearance customary in the trade for first-class construction of the type in which the Co-Location Space is located.

#### **4.0 Restrictions on Use**

WSP, at its sole expense, shall cause the Co-Location Space used by WSP and all aspects of its business operations and occupancy of the Co-Location Space used by WSP to be continuously in compliance with all laws, ordinances, and regulations, now or hereinafter enacted concerning the Co-Location Space on the Premises.

Energy Northwest reserves the right, in its reasonable discretion, to enter the Premises at any time if, in its sole discretion, Energy Northwest deems that such action is necessary to protect the property and rights of Energy Northwest and existing and potential customers of Energy Northwest's services.

#### **5.0 Term of Use**

WSP shall have the right, at the discretion of Energy Northwest, to utilize the premises at all hours during the period commencing upon execution of this agreement ("Commencement Date") and ending June 30, 2015, with option to renew for subsequent three year terms.

#### **6.0 Compensation, Billing and Payment**

WSP and Energy Northwest agree that there are "No Fees" due based on the "Mutual Consideration" received by both parties Co-locating in the Premises of the other Party for the term of this Agreement.

#### **7.0 Termination**

The permission granted under this agreement may be terminated at any time, by either party with or without cause, by providing the other party a minimum of twenty-three (23) months notice. Notice of such termination shall be in writing and shall be effective upon WSP or Energy Northwest's receipt of such notice. In the event Energy Northwest is issuing the termination notice, WSP shall be allowed a reasonable time, not to exceed twenty-three months, to remove its property from the premises upon termination. All personal property of WSP shall remain the personal property of WSP.

#### **8.0 Assignment**

WSP shall not assign, pledge, transfer, or otherwise convey all or any part of the rights and privileges granted by this Agreement in any manner without prior written consent of Energy Northwest, which consent it shall not unreasonably withhold.

inspection reveals minor defects in Energy Northwest's work that shall not prevent WSP from using the Premises for their intended purpose.

### **12.0 Return of Premises**

WSP agrees to return the Premises to the same condition as existed prior to the commencement of the use except for normal wear and tear. WSP shall indemnify Energy Northwest for any damage or injury sustained to the Premises as a result of WSP's usage of said Premises. .

### **13.0 Indemnity**

For and in consideration of the permissive use of the Premises described above, WSP agrees to indemnify, waive, and save harmless Energy Northwest and its representatives from and against any and all liability arising from injury or death of persons or damage to property occasioned by any negligent act or omission or violation or breach of Paragraph 1.0 by WSP, its representatives, agents, or employees, including any and all expense, legal or otherwise, incurred by Energy Northwest or its representatives in the defense of any claim or suit relating to such injury or damage. This indemnification does not apply to liability arising from the negligence of Energy Northwest or its representatives. .

WSP agrees that if their current Liability Insurance does not sufficiently cover the operations of the "Premises" a supplement to their agreement shall be obtained to indemnify Energy Northwest.

Energy Northwest shall not be responsible for or have any liabilities for damages suffered by WSP, its agents, officers, employees, or licensees, subcontractors, suppliers, or any other third party in the event a problem occurs with the operations of the "Premises" and/or any problem which results in failure in operations of these facilities. Such damages shall include, but not be limited to: violation of any third party intellectual property rights; loss or restoration of data or financial loss as a result of failure of operations, and all claims of any kind by WSP's end users. In no event shall Energy Northwest be liable to WSP, its agents, officers, employees, invitees or licensees, customers, subcontractors, suppliers or any other third party for damages for loss of use.

For the purpose of fulfilling this indemnity obligation, WSP agrees that this indemnity agreement shall apply to, but not be limited to, actions brought by its own employees against Energy Northwest; i.e., for the purposes of suits brought against Energy Northwest by the WSP's own injured employee WSP waives its immunity rights or protections created by the Worker's Compensation Act solely for the purpose of indemnifying Energy Northwest for WSP's own injured employee. The Parties agree that for actions brought

## **9.0 Representations and Warranties**

Each Party represents and warrants that it has full power and authority to execute, deliver, and perform its obligations under this Agreement. Energy Northwest represents and warrants to WSP that any services provided hereunder shall be performed in a manner consistent with that of other reputable providers of the same or similar services in the same locality. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, ENERGY NORTHWEST MAKES NO WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE INSTALLATION, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE OF ANY PORTION OF THE FACILITY OR ANY SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

## **10.0 Force Majeure**

Neither party is liable for any failure of performance if such failure of performance is due to any cause or causes beyond such Party's reasonable control, including without limitation, acts of God, fire, explosion, vandalism, cable cut, adverse weather conditions, governmental action, labor strikes and supplier failures. WSP's invocation of this clause shall not relieve WSP of its obligation to pay for any services actually received. In the event such failure continues for 60 days, the other party may terminate the affected portion of the Services.

## **11.0 Condition of the Premises**

Except as specified in this Section 11.0, Energy Northwest makes no express or implied warranty or representation as to the condition of the Premises, or to the suitability of said Premises for the usage outlined above. All facility common services "as designed" shall be fully functional upon execution of this Agreement. WSP agrees that it has inspected said Premises and found them acceptable for its uses as designed.

If WSP fails to notify Energy Northwest of any defects in Energy Northwest's work in completing the building and tower within ten (10) days of delivery of possession to WSP, WSP shall be deemed to have accepted the Premises in their then condition. If WSP discovers any defects in Energy Northwest's work during this 10-day period, WSP shall so notify Energy Northwest in writing and the Commencement Date shall be delayed until after Energy Northwest has corrected the defects and WSP has had five (5) business days to inspect and approve the Premises after Energy Northwest's correction of such defects. The Commencement Date shall not be delayed if WSP's



by WSP employees where the employee is solely suing its employer, WSP has not waived its Worker's Compensation Act and/or Industrial Insurance Act immunity rights or protections. THE PARTIES HEREBY ACKNOWLEDGE THIS PROVISION WAS MUTUALLY AGREED TO BY BOTH PARTIES.

As used in this provision, the phrase "any and all expense" includes, but is not limited to, claims, suits, judgments or proceedings for services, taxes, labor performed, materials furnished, provisions, supplies, board and room, liens, medical expenses, pain and suffering, bodily injury, death, loss of earnings, loss of consortium, garnishments, court costs and attorney fees (including those required to seek enforcement of this agreement), and other costs of defense.

In any and all of its subtenant (reference attachment A) agreements, WSP agrees that it shall place the following indemnification requirement:

"For and in consideration of the permissive use of the Premises, subtenant agrees to indemnify, waive, and save harmless Energy Northwest and its representatives from and against any and all liability arising from injury or death of persons or damage to property occasioned by any negligent act or omission or usage of the property by subtenant, its representatives, agents, invitees, guests or employees, including any and all expense, legal or otherwise, incurred by Energy Northwest or its representatives in the defense of any claim or suit relating to such injury or damage. This indemnification does not apply to liability arising from the negligence of Energy Northwest or its representatives."

#### **14.0 Insurance**

WSP is covered by tort liability provisions in Washington State statute, (RCW 4.92). WSP will be assigned, and assume responsibility for, any damage to third parties that are attributable to the negligent acts or omissions of WSP. WSP will continue to have liability provisions, insuring against any and all claims for injury to or death of persons and loss of or damage to property occurring upon, in or about the Premises arising from an act or omission of WSP or any of its agents, employees, and representatives. Such agreement or insurance shall have liability limits of \$2 million combined single limit for bodily injury and property damage per occurrence and in the aggregate.

WSP shall require its subtenants to carry commercial general liability insurance coverage or show proof of self-insurance with the same requirements and limits as provided herein and name Energy Northwest as an additional insured on the policy.

WSP or WSP's insurer shall have the option to perform any required environmental remediation, or to pay for or reimburse the costs of any required

environmental remediation to the satisfaction of Energy Northwest, Energy Northwest's insurer and the responsible regulatory authorities.

**All insurance required above** shall be primary insurance as respects the Energy Northwest for any and all covered WSP's liabilities arising from an act or omission of WSP or any of its agents, contractors, representatives, licensees or invitees. Any such insurance maintained by Energy Northwest shall be excess of WSP's insurance and shall not contribute to it. The liability of WSP and any of its insurers shall not be reduced, offset, or otherwise affected by the existence and/or collectability of any insurance maintained by Energy Northwest and;

- Shall contain a provision whereby the carrier agrees not to cancel or significantly modify the insurance without thirty (30) days prior written notice to the Energy Northwest; and
- Shall name the Energy Northwest as additional insured and
- Shall not contain a severability of interest's exclusion.
- Shall contain a waiver of subrogation clause.

WSP agrees that if their current liability insurance does not sufficiently cover the operations of the "Premises" a supplement to their agreement or insurance shall be obtained to indemnify Energy Northwest. WSP's insurance shall name Energy Northwest as an additional insured WSP's policy, or agreement.

The Parties understand that the comparative fault laws of the State of Washington shall bind them.

On or before WSP taking possession of the Premises pursuant to this Co-location Agreement, each party shall provide to the other a copy of the insurance policies, agreement, or certificates evidencing the aforesaid insurance coverage required above. Renewal certificates and any changes in terms or underwriter shall be furnished to Energy Northwest for approval at least thirty (30) days prior to the expiration date of each policy for which a certificate was theretofore furnished.

#### **WSP Property Insurance**

The Parties understand that Lessee assumes all responsibility for loss to its personal property and leasehold improvements and alterations on the Premises, and WSP's loss of income due to fire on the Premises. Energy Northwest is in no way responsible for insuring, replacing, or repairing WSP's personal property, leasehold improvements and alterations, or loss of income, except for loss to WSP personal property as a direct result of Energy Northwest's negligent acts, errors or omissions.

### **Energy Northwest Property Insurance**

Energy Northwest shall, at Energy Northwest's expense, maintain for RSM CCCF a Commercial Property Policy including a Causes of Loss - Special Form, in an amount of the replacement value of the facility and permanently installed fixtures and equipment. All proceeds of any such insurance shall be payable to Energy Northwest and shall be applied to the restoration of the Premises. Any proceeds of such insurance remaining after such restoration shall belong to Energy Northwest.

### **Energy Northwest Environmental Hazards Insurance**

Energy Northwest shall maintain Environmental Hazards Insurance for accidental spills or releases at the RSM CCCF. By providing this insurance, Energy Northwest is in no way accepting or relieving the liability of such an event caused by WSP, and any of WSP's representatives, agents, invitees, guests or employees. The liability of WSP, and any of its insureds shall not be reduced, offset, or otherwise affected by the existence and/or collectability of any insurance maintained by Energy Northwest and;

WSP shall implement best management practices to prevent unplanned releases of hazardous substances (as defined by CERCLA Section 102, SARA Title III, and/or Section 112(r) of the CAA), including oil, or dangerous waste (as defined by WAC-173-303) to the environment. In the event of an unplanned release, WSP shall take steps to mitigate the extent and severity of the release and protect the environment. WSP shall immediately report to Energy Northwest any unplanned release occurring on the RSM CCCF Site.

This immediate verbal report shall contain the following information:

- (1) Name, address, telephone number of the point of contact for WSP;
- (2) Location at which the release occurs;
- (3) Name and quantity of material(s) involved;
- (4) The extent of injuries, if any;
- (5) An assessment of actual or potential hazard to the environment and human health, where this is applicable;
- (6) Estimated quantity of released material that resulted from the incident; and
- (7) Actions which have been undertaken to mitigate the occurrence.

The verbal notification shall be followed by a written report containing the same information within 5 working days of the event.

Before introduction to the premises, WSP shall provide Energy Northwest with an inventory of hazardous substances to include chemical name, CAS number, container description, and amount in pounds.

### **15.0 Environmental, Health and Safety**

WSP shall be solely responsible for all WSP activities conducted within RSM CCCF to ensure that such activities are, on an on-going basis, in compliance with the environmental/regulatory requirements of the Environmental Protection Agency or the Washington State Department of Ecology, the health and safety requirements of OSHA, WSHA, the City of Richland and Benton County, and with any environmental or personnel health and safety requirements that may be established and communicated in writing by RSM CCCF management.

WSP agrees to collect and dispose of any and all hazardous waste generated by his or her activities at RSM CCCF in compliance with local, state, and federal laws and regulations.

### **16.0 Assumption of Risk**

To the extent permitted by law, WSP assumes all risk of injury to persons or damage to property occurring in or about the Premises as a result of WSP's use or occupancy of the Premises (unless caused by the negligent act, error or omission of Energy Northwest, its employees or agents), the negligence or willful misconduct of WSP, its agents, officers, representatives, employees, , or as a result of WSP's failure to perform or abide by any of the covenants or conditions of this Agreement. WSP shall reimburse Energy Northwest for any costs or expenses, including attorney's fees, which Energy Northwest may incur in defending any such claim.

Energy Northwest shall not be responsible for any injuries or damages incurred by WSP, its agents, officers, employees, invitees or licensees arising from acts or omissions of any subtenants or from any cause other than the negligence or willful misconduct of Energy Northwest or its employees.

### **17.0 Security**

WSP, and their respective employees, agents, invitees and licensees agree to comply with all security regulations and procedures established by Energy Northwest for the facility. Energy Northwest shall provide up to two (2) of WSP's employees, and such other individuals designated by WSP, and agreed to by Energy Northwest, with electronic security access to the facility, including common use areas. WSP shall pay Energy Northwest ten dollars (\$10) for each electronic access key card or for replacements thereof due to damage or loss.

WSP shall provide and maintain at its sole expense its own security provisions specific to portions of WSP Premises for which WSP security requirements exceed facility security provisions provided by Energy Northwest. WSP shall provide Energy Northwest reasonable access to such WSP secured areas in case of emergency, and to provide Energy Northwest with reasonable

WSP Agreement No.: C130041GSC

assurance that WSP remains in compliance with the terms and conditions of this Agreement, and to conduct routine facility maintenance and inspections in accordance with the terms and conditions of this Agreement.

Note: DOE site specific access rules for the site access road, gate 106 on the main road (US Department of Energy Res. RD) leading to RSM CCCF site and 2<sup>nd</sup> security gate to the site shall be added when finalized.

#### **18.0 Site Access**

WSP acknowledges and understands that in accordance with paragraph 11 of the DOE License incorporated herein, that road maintenance is limited to snow and debris removal and necessary repairs so that WSP can utilize the road at their own risk for travel to and from the CCCF as required to sustain radio operation of their systems.

#### **19.0 Site Rules**

WSP represents that its employees, representatives, invitees and agents shall abide by all Energy Northwest rules and regulations while on the Premises.

#### **20.0 Interference with Communications**

WSP and Energy Northwest shall co-operate with each other and any third parties occupying space on the Premises so as to: (1) not create unreasonable radio frequency interference with the transmission operations with each other and any third parties occupying space on the Premises; (2) minimize and/or determine the cause of interference between their respective operations on the premises. In the event such interference occurs, the party causing the interference agrees to correct such interference within 48 hours of written notice by Energy Northwest or cease use of its facilities.

#### **21.0 Interpretation**

The agreement shall be construed and interpreted in accordance with the laws of the State of Washington.

#### **22.0 Entire Agreement**

This agreement and any addenda, attachments, exhibits, and other documents incorporated herein constitute the entire agreement between the Parties with respect to its subject matter and supersede all other representations, understandings or agreements that are not expressed herein, whether oral or written. Except as otherwise set forth, no amendment to this Agreement shall be valid unless in writing and signed by both Parties.

WSP ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF THURSTON )

I certify that I know or have satisfactory evidence that David J. Karnitz, to me known to be the Deputy Chief, for the State of Washington, acting by and through the Washington State Patrol, 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 the said instrument to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Dated: 7/9/2012

Karen J. Miller  
(Signature)

Karen J. Miller  
(Print Name)

Notary Public in and for the State of Washington, residing at

Thurston Co.

My appointment expires 3/23/2016

(Seal or stamp)



**23.0 Notices**

For purposes of this Agreement, notices as required hereunder or otherwise desired by WSP shall be forwarded to Energy Northwest's representative:

Jacque Fuller, IS Communications Supervisor  
Energy Northwest  
PO Box 968 MD 1032  
Richland, WA 99352  
509.377.8757

Notices as required hereunder or otherwise desired by Energy Northwest shall be forwarded to WSPs representative:

Washington State Patrol  
Budget and Fiscal Services – Contracts  
PO Box 42602  
Olympia, WA 98504-2602  
360-596-4063

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, in duplicate, as of the date first written above.

**WASHINGTON STATE PATROL**

**ENERGY NORTHWEST  
Business Development Fund**

  
Name

  
Name

Deputy Chief  
Title

Supervisor, Contracts  
Title

7-9-12  
Date

7/23/12  
Date

APPROVED AS TO FORM:

By:   
Assistant Attorney General

Date: 6/28/12







After recording return document to:

Attention Contracts Manager  
State of Washington  
Washington State Patrol  
Budget and Fiscal Services  
PO Box 42602  
Olympia, WA 98504-2602

PLEASE MAKE NO MARK IN THE MARGIN SPACE - RESERVED FOR COUNTY AUDITOR'S USE

Document Title: Memorandum of Lease  
Reference No. of Related Documents: ENW No.: X-40552/WSP No.: C130041GSC  
Lessor: Energy Northwest  
Lessee/WSP: State of Washington, Washington State Patrol  
Legal Description: The NE ¼ of Section 31, Township 11 North, Range 26 East, W.M.  
situated in Benton County, Washington. See Exhibit A for site plan.  
Parcel Number: No parcel number assigned

### MEMORANDUM OF LEASE

#### RATTLESNAKE RIDGE EAST COMMUNICATION SITE

This Memorandum of Lease refers to that certain Lease dated the 23rd day of July, 2012, between **ENERGY NORTHWEST**, (hereinafter called "LESSOR") and the **State of Washington, acting by and through its WASHINGTON STATE PATROL** (hereinafter called "LESSEE"/"WSP").

**Premises.** LESSOR has leased to LESSEE/WSP upon the terms and conditions of the Lease the Leased Premises, upon the lands described in Exhibit A and situated in Benton County, Washington.

**Term.** The Lease commences on date of execution and shall expire June 30, 2015.

**Purpose.** This MEMORANDUM OF LEASE is prepared and recorded for the sole purpose of imparting constructive notice of said Lease and in no way modifies the Lease.

**MEMORANDUM OF LEASE**

**Questions.** Questions regarding this lease may be addressed to Attention Contracts Manager, State of Washington, Washington State Patrol, Budget and Fiscal Services, PO Box 42602, Olympia Washington 98504-2602.

Dated: June 23, 2012

Dated: 8/9/12

**ENERGY NORTHWEST**

**STATE OF WASHINGTON  
WASHINGTON STATE PATROL**

By: *Richard [Signature]*  
Title- Contracts Supervisor  
Authorized Agent

By: *[Signature]*  
Authorized Agent  
Title  
*Contracts  
MANAGER*

**MEMORANDUM OF LEASE**

STATE OF WASHINGTON )  
: ss)

County of Benton)

On this 1 day of August 2012 before me personally appeared Richard Shafl, to me known to be the Supervisor Contracts and that he executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that he is authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.



Colleen R. Kepp  
Notary Public in and for the State of  
Washington, residing at Benton  
My commission expires 6-29-13

STATE OF WASHINGTON )  
: ss)

County of THURSTON )

On this 9th day of August, 2012 before me personally appeared Jeffrey R. Hundahl, to me known to be the Contracts Manager for the State of Washington, acting by and through its Washington State Patrol, and that he executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that he is authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)



Cindy L. Haider, Cindy L. Haider  
Notary Public in and for the State of  
Washington, residing at Olympia  
My commission expires July 29, 2014

**MEMORANDUM OF LEASE**

**EXHIBIT A  
Full Legal Description**

**THE NE 1/4 OF SEC 31, TOWNSHIP 11, RANGE 26E, W.M. SITUATED IN BENTON COUNTY, WASHINGTON OWNED BY THE UNITED STATES OF AMERICA UNDER THE US DEPARTMENT OF ENERGY(KNOWN AS THE HANFORD SITE)**

