

# North G R O U P

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## MEMORANDUM

**Date:** May 9, 2025

**To:** Lewis County Community Development  
125 NW Chehalis Ave  
Chehalis, WA 98532

**From:** Bill North  
The North Group, Inc.

**Subject:** Harmoni Towers/Verizon Wireless  
Mossyrock  
Request approval of a of a Type III Wireless Communication Facility (WCF)  
with SEPA determination

On behalf of Harmoni Towers in conjunction with Verizon Wireless, we are submitting a Type III Application for a Wireless Communication Facility (WCF) for a new 150' monopole tower located at 262 Skyview Dr., Mossyrock, WA 98564.

**The following documents are enclosed:**

WCF Type III Permit Application Form  
Project narrative  
Project Site Plans  
Legal description – Exhibit A  
RF Justification Letter & Map - Exhibit B  
Redacted Lease – Exhibit C  
SEPA Checklist – Exhibit D  
FAA determination – Exhibit E  
National Register of Historic Places map – Exhibit F  
Washington State Priority Habitat and Species Report – Exhibit G  
Photo Simulations – Exhibit H  
Search Target Area Map – Exhibit I  
Wildlife Refuge Map attached as Exhibit J

If you have any questions regarding the enclosed materials please feel free to contact me at 425.876.2909.



Bill North for Harmoni Towers and Verizon Wireless

# Lewis County Community Development

125 NW Chehalis Ave, Chehalis, WA 98532 • Phone: (360) 740-1146 • [www.lewiscountywa.gov](http://www.lewiscountywa.gov)

## APPLICATION FOR WIRELESS COMMUNICATIONS FACILITIES

See current fee schedule for fees  
online at <https://lewiscountywa.gov/departments/community-development/permit-applications-and-handouts/>

Application Number: WC25-0002

SEPA Number: SEP25-0021

Date Submitted: 7/7/25

Permit Tech: Mollie

**NOTE: NO APPLICATION SHALL BE DEEMED  
COMPLETE UNTIL ALL SUBMITTAL REQUIREMENTS HAVE BEEN MET**

**1. Applicant:**

Company Harmoni Towers  
Contact Bill North - North Group  
Address PO Box 2449, Snohomish WA 98291  
Telephone Home( ) Work(425 ) 876-2909  
E-Mail billnorth@northgroup.net

**2. Property Owner (if other than the applicant):**

Name Kevin Riffle  
Address 8025 124th Ave NE, Kirkland WA 98033  
Telephone Home(425 ) 445-4000 Work( )  
E-Mail kevinriffle@live.com

**4. Tax parcel number(s) of the property included in this application:**

028513011000

**5. Location of property:**

Quarter Section       , Section 12, Township 12 North, Range 2E

**6. Location of site (road name/city):** 262 Skyview Drive

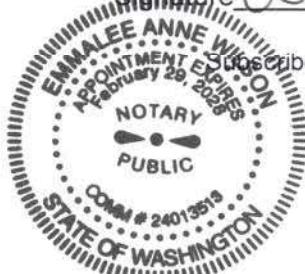
STATE OF WASHINGTON  
COUNTY OF LEWIS

)  
ss.:

I, William North, hereby depose and say that all the above statements and statements contained in the papers submitted herewith are true.

Signature

William North



Subscribed and sworn before me the 30 day of April, 2025.  
Signature of Notary Emmalee Anne Wilson  
Residing at 510 Second St Suite C Snohomish  
Commission Expires Feb 29, 2028

## **Submittal requirements for wireless communications sites:**

- A. The legal description of the tax parcel(s) contained within this application;
- B. Narrative explaining how the proposal meets the criteria of Lewis County Ordinance 1177 A Chapter 15.50. involving site location, development standards, and design standards;
- C. A comprehensive description of the existing or proposed facilities including the technical reasons for the design and configuration of the facility, design and dimensional information, coverage schemes, and the capability of future collocation opportunities;
- D. Copy of lease agreement, easement agreement or license agreement; or in the alternative, a copy of a recorded memorandum of lease between the parcel owner(s) and the applicant;
- E. If camouflage technology is proposed the applicant shall provide a complete description of the suggested camouflage, including style and materials to be used, a photographic depiction of the proposed facility, and a maintenance plan detailing provisions for the continued effectiveness of the suggested camouflage for the life of the facility;
- F. An analysis of the proposal area and discussion of factors influencing the decision to target the proposed location;
- G. Photographic analysis of the proposed site, including a representation of existing conditions and photographic simulations depicting views of any new support structures or towers;
- H. Complete site plan clearly indicating the location of the proposed facility including:
  - (i) significant features within 1000 feet including, but not limited to, existing and/or proposed site structures, public rights-of-way, residential developments, adjacent land uses, and properties for public purposes;
  - (ii) governmental jurisdictional boundaries within 500 feet;
  - (iii) priority habitat and endangered/threatened species habitat areas within 1000 feet
- I. Elevation drawings of the proposed site and facility including the tower, equipment structures, antennas, mounts and any existing structures.
- J. Detailed landscaping and screening plan, including existing and proposed vegetation, installation procedures and maintenance plans;
- K. Analysis of existing Wireless Communications Facilities within the intended service area, describing the status of collocation opportunities at the site.
- L. Engineers report indicating the following:
  - (i) facility complies with all requirements of the Uniform Building Code;
  - (ii) structural capability of the facility to support collocated antennas;
  - (iii) facility complies with all applicable standards of the FAA and FCC, including RF energy standards;
  - (iv) basis for the calculation capabilities.
- M. Any additional applicable information the Administrator deems necessary to adequately review the proposal.

# PERMISSION TO ENTER

April 30, 2025

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Date

Lewis County Community Development Department  
Lewis County Health & Social Services (Environmental Health)  
125 NW Chehalis Avenue  
Chehalis, WA 98532

I understand that County regulations require owner permission for County personnel to enter private property to conduct permit processing, review and inspections. I also understand that my failure to grant permission to enter, or an inability to contact me for prior notification of the time and date of inspection entries, may result in denial or withdrawal of a permit or approval.

Applications have been submitted for the following services:

1) WCF Permit; 2) \_\_\_\_\_; 3) \_\_\_\_\_;  
(Enter Type of Permit – i.e., building, septic, etc., - include all that apply)

which may require on-site permit processing, review and inspection by employees of the Community Development Department, Lewis County Environmental Services or Public Works for the property at:

262 Skyview Drive ; and 028513011000 ;  
(site address/location) (tax parcel number)

By my signature below, permission is granted for representative(s) of the Community Development and Public Health Departments (Planning, Environmental, and Building sections) to enter and remain on and about the property for the sole purpose of processing such permits and performing required inspections and/or reviews.

*By my signature below, I certify that I am either the current legal owner of this property or their authorized representative. With this document I take full responsibility for the lawful action that this document allows.*

Prior notification of the date of inspection(s) will take place is:

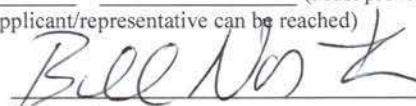
Not required       Required: - (   ) \_\_\_\_\_ - \_\_\_\_\_ (Must provide phone number where applicant/representative can be reached)

Bill North

Name as listed on Application  
(Please Print)

Bill North

Name of individual signing this document  
(  Property Owner or  Authorized Agent)  
(Please Print)

  
Signature

PO Box 2449

Mailing Address of Signatory (Street / P.O. Box)

Snohomish, WA 98291

City, State, Zip

**Application for  
Wireless Communication Facility  
Harmoni Towers  
Mossyrock**

**A Proposal Submitted to Lewis County**

**Prepared for**  
HARMONI TOWERS  
6210 Ardrey Kell Rd  
Charlotte, NC 28277  
[harmonitowers.com](http://harmonitowers.com)

**Prepared by**  
The North Group, Inc.  
Bill North  
PO Box 2449  
Snohomish, WA 98291

**April 27, 2025**

## I. PROPOSAL SUMMARY INFORMATION

Harmoni Towers Site: Mossyrock

Applicant: HARMONI TOWERS  
6210 Ardrey Kell Rd  
Charlotte, NC 28277  
harmonitowers.com

Prepared By: The North Group, Inc.  
Bill North  
PO Box 2449  
Snohomish, WA 98291  
425-876-2909  
[billnorth@northgroup.net](mailto:billnorth@northgroup.net)

Property Owner: Kevin Riffle

Request: Approval of a Type III Wireless Communication Facility (WCF) with SEPA determination. Harmoni Towers in conjunction with Verizon Wireless, proposes a WCF which will consist of the installation of a new 150' monopole with attached antennas and cabling along with ground mounted equipment cabinets placed within a 50'x50' fenced area.

Site Location: 262 SKYVIEW DR MOSSYROCK, WA 98564

Legal Description: See attached legal description (Exhibit A)

Assessor Parcel Number: 028513011000

Zoning: RDD-5 Rural Development District

## PROJECT DESCRIPTION

### II. INTRODUCTION

Harmoni Towers (“Harmoni Towers”) is a wireless communications tower company operating in Lewis County. Verizon Wireless (“Verizon Wireless”) is licensed to operate in the State of Washington by the Federal Communications Commission (FCC). Verizon Wireless in conjunction with Harmoni Towers is currently designing its networks in the Washington area to improve its wireless communication service and provide wireless capacity to its subscribers.

This proposal describes the scope of the proposed project by providing specific information regarding the project location, zoning, specifications, and response to Lewis County code requirements pertaining to Wireless Communications Facilities.

It is Harmoni Towers’s desire to work with Lewis County to ensure that our project is consistent with local ordinances and zoning regulations while providing the wireless communications coverage that is critical for emergency, business, and personal use.

#### Project Goals

The goal of the Harmoni Towers Verizon Mossyrock site is to improve Verizon Wireless coverage. The proposed facility will fill coverage gaps in the area providing enhanced Verizon Wireless communications coverage for business, personal, and emergency purposes in the immediate vicinity of the proposed tower location including within an area roughly located between Harmony Rd. to Cinebar Rd., Skyview Dr., Birley Rd, and Fish Hatchery Rd. in Lewis County (Please see RF justification Letter and Propagation study attached as Exhibit B). Harmoni Towers intends to achieve these network goals consistent with all policies and ordinances of Lewis County.

#### Application Request

The applicant is requesting the following:

Approval of a Type III Wireless Communication Facility (WCF) with SEPA determination.

### III. GENERAL PROJECT DESCRIPTION

#### Project Overview

Harmoni Towers in conjunction with Verizon Wireless is proposing a new Wireless Communication Facility (WCF). The proposal is to construct a new 150’ monopole tower with attached antennas within a 50’x50’ fenced area along with ground mounted equipment and generator. Harmoni Towers has obtained an agreement with the property owner that will allow for construction and maintenance of this facility, necessary utility connections, and provisions for access to the site (Please see copy of redacted lease attached as Exhibit C). The proposed facility will be located at 262 SKYVIEW DR MOSSYROCK, WA 98564 and identified as A.P.N. # 028513011000.

### IV. GENERAL SITE ANALYSIS

#### Zoning General Plan Designation

The site is located on property zoned RDD-5 Rural Development District. Lewis County code references Wireless Communications Facilities in LCC Chapter 15-50. The proposal is classified as a Wireless Communication Facility (WCF) (LCC 15.50.020(24)). A new WCF is permitted in the RDD-5 zone with a Type III Wireless Communication Facility application (LCC 15.50.025(3) & 15.50.040(3)a).

## SEPA

A wireless service tower less than sixty feet in height that is located in a commercial zone is exempt from the requirements of RCW 43.21C.030(2)(c), (RCW 43.21C.0384). The proposal is over 60' in an RDD-5 zone and therefore does not meet this requirement (please find the attached SEPA checklist attached as Exhibit D).

## Existing Use

The subject parcel is undeveloped.

## Access/Circulation

The site will be accessed from the existing entry off Skyview Drive. There are no traffic impacts associated with these types of facilities as they are unmanned and require infrequent maintenance.

## FCC/FAA

Harmoni Towers will conform to all FAA regulations (please see FAA determination attached as Exhibit E). Verizon Wireless has a license from the FCC to provide wireless communications in the Lewis County.

## V. CRITERIA COMPLIANCE NARRATIVE

The Lewis County Code has specific requirements regarding the development of Wireless Communication Facilities. The following sections address each of the requirements that are applicable in the order they appear.

### 15.50.025 Site location of wireless communication facilities.

*(1) Location Priorities. New wireless communications facilities shall be in conformance with all applicable standards as provided by this chapter. Facility preferences are listed in descending order with the highest preference first.*

- (a) Collocation with legally existing WCFs on support structures or support towers in nonresidential and nonschool zone areas;*
- (b) Collocation with legally existing WCFs on support structures or support towers in residential and school zone areas;*
- (c) New attached WCFs on support structures not currently used for other WCFs, in nonresidential and nonschool zone areas;*
- (d) New attached WCFs on support structures not currently used for other WCFs, in residential and school zone areas;*
- (e) New support towers.*

Response: The proposal is for a new support tower which is 5<sup>th</sup> in order of preference. There are no collocation or support structure opportunities within the geographic area required to meet the applicant's engineering requirements and coverage objective. There are no opportunities higher in preference therefore the proposal is for a new support tower in compliance with this section.

**(2) Lease Areas.**

*(a) Lease areas for new support towers shall be created in accordance with state and county platting laws, as applicable, or shall be created by binding site plan in accordance with RCW 58.17.035 and LCC Title 16.*

*(b) Except as otherwise required in this chapter, lease areas for new support towers shall be exempt from all lot standards of any zone in which they are permitted.*

Response: Please find the attached redacted lease (Exhibit C) between the applicant and the property owner. The applicant will provide any other documentation required in compliance with this section.

**(3) Zoning Requirements.** *Notwithstanding the siting preferences recommended under subsections (1)(a) through (e) of this section, wireless communications facilities are permitted in all county zones, within and without the urban growth areas, consistent with the provisions of this chapter and, in particular, the development and design standards under LCC 15.50.030 and 15.50.035. [Ord. 1177A §2, 2001]*

Response: The proposal is classified as a Wireless Communication Facility (WCF) (LCC 15.50.020(24)). A new WCF is permitted in the RDD-5 zone with a Type III Wireless Communication Facility application (LCC 15.50.025(3) & 15.50.040(3)a). The scope of the proposed project and specific information regarding zoning specifications and response to Lewis County code requirements are found below in compliance with this section.

**15.50.030 Development standards.**

**(2) New Support Towers.** *The following standards shall apply to new support towers:*

*(a) All new support towers shall accommodate collocation opportunities for a minimum total of two antenna arrays. A height bonus of up to 20 percent of the maximum tower height allowed in LCC 15.50.060(A)(2)(a) is allowed with one or more additionally proposed antenna arrays if the screening requirements of LCC 15.50.060(A)(2)(b) are met.*

Response: The proposal facility is designed for 3 additional collocators (total of 4) in compliance with this section.

*(b) A support tower owner approved under this chapter shall not deny a wireless provider the ability to collocate on their facility at a fair market rate or at another cost basis agreed to by the affected parties.*

Response: The proposal facility is designed for 3 additional collocators. It is the intention of Harmoni Towers to market the facility to other providers at an agreed cost in compliance with this section.

*(c) New support tower installations shall be a minimum of 1,000 feet from designated scenic highways located outside of incorporated areas within the county.*

Response: The proposed facility is approximately 4500 feet from US Route 12 (a designated scenic highway) in compliance with this section.

*(d) New support towers shall be a minimum of 1,000 feet from all sites listed on the National Register of Historic Places;*

Response: There are no Historic Places shown on the National Register of Historic Places map (attached as Exhibit F) within 1000 feet of the proposed facility in compliance with this section.

*(e) New support towers within a 1,000 feet of a priority habitat or endangered/threatened species area shall be reviewed for possible impacts to fish and wildlife.*

Response: The proposed facility should have no impact to any priority habitat. Please see the Washington State Priority Habitat and Species Report (attached as Exhibit G).

*(f) New support towers within one mile of any public safety building such as a police or fire station shall be reviewed with Lewis County Emergency Services and Emergency Management for possible interference with public safety communications.*

Response: The applicant for the proposed facility will comply with any requirements from Lewis County Emergency Services and Emergency Management based upon their review of the application in compliance with this section.

*(g) Final site plan approval for support towers shall not be issued to infrastructure providers until one or more wireless communications service providers that are to use the support tower have been identified to the county.*

Response: Verizon Wireless will use the proposed Harmoni Towers support tower in compliance with this section.

#### **15.50.035 Design standards.**

*(1) Height. The following height restrictions for new WCFs shall apply:*

*(b) New Support Towers. New support tower heights are limited to the following:*

*(i) In rural areas the maximum height shall be 150 feet.*

Response: The proposed facility tower is designed with a height of 150 feet in compliance with this section.

*(2) Setbacks.*

(a) *All new support towers in rural areas shall maintain a minimum 50-foot setback from the property line of the parent parcel or a distance equal to or greater than the tower height from the nearest residence or school facility on adjacent parcels, whichever is greater.*

Response: The proposed facility tower setbacks are 147' to the south, 178' to the west, 507' to the north, and 268' to the east. The setbacks for the facility exceed the minimum setback required in compliance with this section.

(c) *Setbacks for auxiliary structures shall be those of the underlying zoning district or a minimum of 25 feet, whichever is greater.*

Response: The proposed facility ground mounted equipment exceed the minimum setback in compliance with this section.

(3) *Landscaping and Screening.*

(a) *A landscaping and screening plan, as applicable, shall be submitted with all new support tower applications.*

Response: The proposed facility will be surrounded by a site obscuring fence which will screen the equipment from view. Existing trees and vegetation on the perimeter of the property will be retained which will provide natural landscaping and screening (please see photo simulations attached as Exhibit H).

(4) *Color. For all new wireless communications facilities, the following criteria shall apply:*

(a) *Unless otherwise required by the FAA, all support towers and antennas shall have a nonglare finish and blend with the natural background.*

Response: The proposed facility tower will be painted with a non glare finish and blend with the natural background in compliance with this section.

(5) *Lighting. Except as required by the FAA, artificial lighting of wireless communications towers shall be prohibited. When allowed under FAA regulations, white strobe lighting of wireless communications towers shall be timed or photocell-controlled to operate only during daylight conditions; red strobe lighting is permissible at all times. Security lighting for equipment shelters or cabinets and other on-the-ground auxiliary equipment is allowed, as long as lighting utilizes "cut-off" type fixtures and is down-shielded to keep direct light within the site boundaries.*

Response: Harmony Towers received an FAA determination outlining that the proposed facility will not create any hazard to air navigation. No lighting is required. (Please see the attached FAA determination attached as Exhibit E).

**15.50.040 Permitting process.**

*Applications for the locating and development of wireless communications facilities, and permit approval shall include the following:*

(1) *Application content for all facilities:*

*(a) A narrative demonstrating how the proposal meets the criteria in the above sections involving Site Location, Development Standards, and Design Standards.*

Response: Please find the attached narrative submitted with this application in compliance with this section.

*(b) A comprehensive description of the existing or proposed facilities including the technical reasons for the design and configuration of the facility, design and dimensional information, coverage schemes, and the capability of future collocation opportunities.*

Response: Please find the comprehensive description of the proposed facilities, technical reasons for design, dimensional information and capability of future collocation captured in the attached narrative, site plans, RF justification letter, and other materials submitted with this application in compliance with this section.

*(c) Documentation that establishes the applicant's right to use the site shall be provided at the time of application by a copy of the proposed lease agreement, easement agreement or license agreement; or, in the alternative, a copy of a recorded memorandum of lease (or other agreement) between the parcel owner(s) and the applicant.*

Response: Please see the redacted lease (attached as Exhibit C) establishing the applicants right to use the site in compliance with this section.

*(d) If camouflage technology is proposed, the applicant shall provide a complete description of the suggested camouflage, including style and materials to be used, a photographic depiction of the proposed facility, and a maintenance plan detailing provisions for the continued effectiveness of the suggested camouflage for the life of the facility.*

Response: The proposed facility is not designed with camouflage technology. The proposed facility will be designed with a slender profile monopole structure, painted to blend with the area, and placed within a fenced area with privacy slats for screening. The existing vegetation on the perimeter of the undeveloped property will help screen the facility from view (please see photographic depictions of the proposed facility attached as Exhibit H).

*(e) An analysis of the proposal area and discussion of factors influencing the decision to target the proposed location. Such analysis shall include the good faith efforts and measures taken to secure a higher priority location; how and why such efforts were unsuccessful; and how and why the proposed site is essential to meet service demands for the geographic service area.*

Response: The Verizon Wireless engineering coverage objective is the Mossy Rock area of Lewis County (please see RF engineering letter and propagation maps attached as Exhibit B). In order to meet the coverage objective, a geographic target area of approximately 1/4 of a mile in diameter was identified (please see Search Target Area Map attached as Exhibit I). The proposed site property parcel #028513011000 is located in the center of the search area and is the highest in elevation of any

property in the ring. There are no higher priority/preference locations in the target area. Other property locations within the target area drop in elevation by approximately 100 feet which create engineering obstruction and are the same in location priority/preference. The proposed facility is the highest available priority/preference location and is essential to meet service demands for the geographic service area in compliance with this section (please see RF engineering letter and propagation maps attached as Exhibit B).

*(f) The application materials shall include a photographic analysis of the proposed site, including a representation of existing conditions and photographic simulations depicting views of any new support structures or towers.*

Response: A photographic analysis of the proposed site including a representation of existing conditions and photographic simulations depicting views of the facility is included with this application in compliance with this section (please see photo simulations attached as Exhibit H).

*(g) Any additional applicable information the administrator deems necessary to adequately review the proposal.*

Response: The applicant will provide any additional information at the request of the administrator in compliance with this section.

*(2) Additionally, application content for new support towers:*

*(a) A site plan, which in addition to the relevant tower descriptions above-noted, clearly indicates the location of the proposed facility in relation to:*

*(i) Significant features within 1,000 feet including, but not limited to, existing and/or proposed site structures, public rights-of way, residential developments (i.e., subdivisions, master planned communities, and urban residential areas), adjacent land uses, and properties used for public purposes;*

*(ii) Governmental jurisdictional boundaries within 500 feet of the proposal boundaries; and*

*(iii) Priority habitat and endangered/threatened species habitat areas within a 1,000 feet as mapped or defined by the state or federal Departments of Fish and Wildlife.*

Response: A site plan is submitted with this application indicating the location of the facility along with significant features. No governmental jurisdictional boundaries are identified within 500 feet. There are no priority habitat or endangered species habitat areas within 1000 feet (please see the attached PHS report from Washington Department of Fish And Wildlife attached as Exhibit G).

*(b) Elevation drawings of the proposed site and facility, including the tower, equipment structures, antennas, mounts and, if applicable, any existing structures, if deemed relevant for screening or analyses. Other applicable features, including but not limited to security fencing and screening shall be included.*

Response: Please find the elevation drawings submitted with the site plans as page A3.0 included with the application in compliance with this section.

*(c) Proposals for new support towers shall include a detailed landscaping and screening plan, including existing and proposed vegetation, installation procedures, and landscaping/screening maintenance plans.*

Response: The existing vegetation at the perimeter of the property provides sufficient landscaping and screening meeting the intent of this section.

*(d) Applicants shall present an analysis of existing WCF's within the intended service area, describing the status of collocation opportunities at these sites. The county may deny a new support tower proposal if future collocation is not provided or if the applicant is unable to demonstrate to the satisfaction of the administrator that collocation on an existing tower is not feasible within the intended service area.*

Response: There are no colocation opportunities within the target service area. The proposed facility will be designed for future collocation. Collocation on an existing tower is not feasible within the intended service area.

*(e) The application materials shall include a report stamped, dated and signed by a licensed professional engineer registered in the State of Washington demonstrating the following:*

- (i) The facility complies with all requirements of the International Building Code;*
- (ii) The structural capability of the facility will support collocated antennas (if applicable);*
- (iii) The facility complies with all applicable standards of the FAA and FCC, including RF energy standards.*
- (iv) The basis for the calculation of capacities.*

Response: A structural analysis along with foundation design showing the facility complies with all requirements of the International Building Code and structural capability along with the basis for the calculations will be submitted with the building permit application. An FAA determination is included with this application (attached as Exhibit E). An RF energy analysis outlining FCC compliance will be submitted with the building permit application and may be included as a condition of the WCF application approval.

*(f) The location of new support towers in relation to any national wildlife refuge.*

Response: According to the US Wildlife Service map there is no Wildlife Refuge within the vicinity of the proposed facility (Please see US Wildlife Refuge Map attached as Exhibit J).

*(g) Applicants shall provide evidence of compliance with FAA requirements at the time of application.*

Response: Please find the FAA determination included with this application (attached as Exhibit E).

*(h) All applicable fees are paid at the time of application submission.*

Response: The applicant will pay all applicable fees in compliance with this section.

**Summary:**

The proposed Harmoni Towers Verizon Wireless Mossyrock site will bring enhanced wireless communications to residents of Lewis county in the Mossyrock area. The facility was located and designed to be consistent with local ordinances and zoning regulations while providing the wireless communications coverage that is critical for emergency, business, and personal use. The proposed facility location is the highest in preference/priority.

The proposed Harmoni Towers Verizon Wireless Mossyrock site facility meets the requirements of The Lewis County Code LCC Chapter 15-50.

We appreciate the opportunity to make our proposal and to provide quality wireless communication services to the residents of Lewis County.

Sincerely,



Bill North  
The North Group, Inc  
on behalf of Harmoni Towers.

**Attachments:**

Legal description – Exhibit A

RF Justification Letter & Map - Exhibit B

Redacted Lease – Exhibit C

SEPA Checklist – Exhibit D

FAA determination – Exhibit E

National Register of Historic Places map – Exhibit F

Washington State Priority Habitat and Species Report – Exhibit G

Photo Simulations – Exhibit H

Search Target Area Map – Exhibit I

Wildlife Refuge Map attached as Exhibit J

## Exhibit A

### **Mossyrock**

#### **Legal Description**

#### **Exhibit A**

**That portion of Section 12, Township 12 North, Range 2 East, W.M., Lewis County, Washington, described as follows:**

**Beginning at the northwest corner of said Section 12; thence south 01°39'43" west 662.13 feet along the west line of said Section; thence south 88°45'32" east 1578.6 feet to the true point of beginning; thence continuing south 88°45'32" east 451.03 feet; thence north 01°53'43" east 483.02 feet; thence north 88°45'31" west 452.33 feet; thence south 01°27'57" west 483 feet to the true point of beginning. TOGETHER WITH an easement over existing gravel roads leading from Birley County Road to and through the above described property.**

Network Engineering



## Harmony RF Documentation

### Overview:

Verizon Wireless strives to provide excellent wireless service for our customers with a network of cell sites that allows our customers to reliably place and receive mobile phone calls. In this particular case, Verizon Wireless is trying to provide and enhance coverage in the areas in the city of Mossyrock, in Lewis County, within an area roughly located between Harmony Rd. to Cinebar Rd., Skyview Dr., Birley Rd, and Fish Hatchery Rd. Development of the proposed site entails placing nine antennas on an existing tower in the area. Providing coverage to our residential customers, along with continued growth in our customer base and call traffic in this area has dictated the need for the proposed site.

### Coverage:

In order to provide excellent service, which Verizon Wireless defines as  $-75$  dBm, the antenna height and site location need to provide a line of sight to the roads, offices, and homes where our customers work and reside. A total of nine antennas are being proposed to be installed on the tower with the antenna tip height of 154' in order to provide the necessary radio frequencies supporting all of Verizon Wireless voice and data services.

One key feature of the new cell site will be providing strong in-building coverage to the surrounding business and residential areas. Strong in-building coverage is often the most difficult goal to attain because of the degradation of the Radio Frequency (RF) signal through the building itself. A RF signal will quickly drop off when it must travel through solid obstacles such as tree foliage or buildings. For this reason an antenna height that is greater than the existing tree and building clutter is required to provide a better, less obstructed view of the intended coverage area. Early cellular designs placed cell sites with tall towers on top of hills. This provided cellular companies the ability to cover the most area possible with very few cell sites. As cellular subscriber numbers have increased this has meant that these high cell sites have been forced to provide service to a large number of subscribers in a large area. Cellular design has evolved so that multiple, shorter cell sites, located near high traffic, high population areas are now favored. This allows for a single cell site to provide service for more subscribers in a smaller area. This ultimately results in fewer dropped calls and access failures for the user because the serving cell site is located closer providing a stronger RF signal.

Because of surrounding vegetation and the rolling terrain features of the proposed coverage area, a taller height would be preferable, as an obstruction before antennas degrades or blocks signal levels to our customers.

There is a chance that our customers will not have a line of sight to antennas at the proposed location due to obstacles. Verizon Wireless is proposing to install Remote Radio Units (RRU's) at the antennas in order to amplify signal levels to improve the quality service for our customers due to degradation of signals due to obstacles between customers and antennas on the tower. Verizon Wireless has a frequency license in 700 MHz, 850MHz, PCS, AWS and C bands. In order to provide excellent service, Verizon Wireless would need to install a separate antenna for each frequency band in three directions that would require a total of 15 antennas. However, Verizon has proposed to install nine antennas on an existing tower in the area in order to minimize the visual impact of the site.

### **Propagation Maps:**

There are several methods for determining where coverage gaps exist within a given network of wireless sites. One of these is through the use of propagation maps. The propagation map is a computer simulation of the strength of Verizon Wireless signals at a given height and location in the context of the network. Propagation maps are one tool for determining whether a proposed site will meet the coverage objective and what antenna height is needed to provide robust service for Verizon Wireless customers. The radio propagation tool is designed to take factors such as terrain and tree coverage into account, and is calibrated with drive test data so that it depicts a reliable estimate of coverage that would be provided by a proposed site.

The below propagation maps show three levels of service, designated as the following colors:

Green = -75 dBm, a level of service adequate for providing reliable coverage inside a building

Yellow= -85 dBm, a level of service adequate for providing reliable coverage outdoors or inside a car

Blue= > -95 dBm, unreliable signal strength, not capable of reliably making and holding a call

No color- areas without Verizon Wireless service

Exhibit 1A is a propagation map that shows the existing level of coverage in the proposed service area in the context of surrounding Verizon Wireless sites.

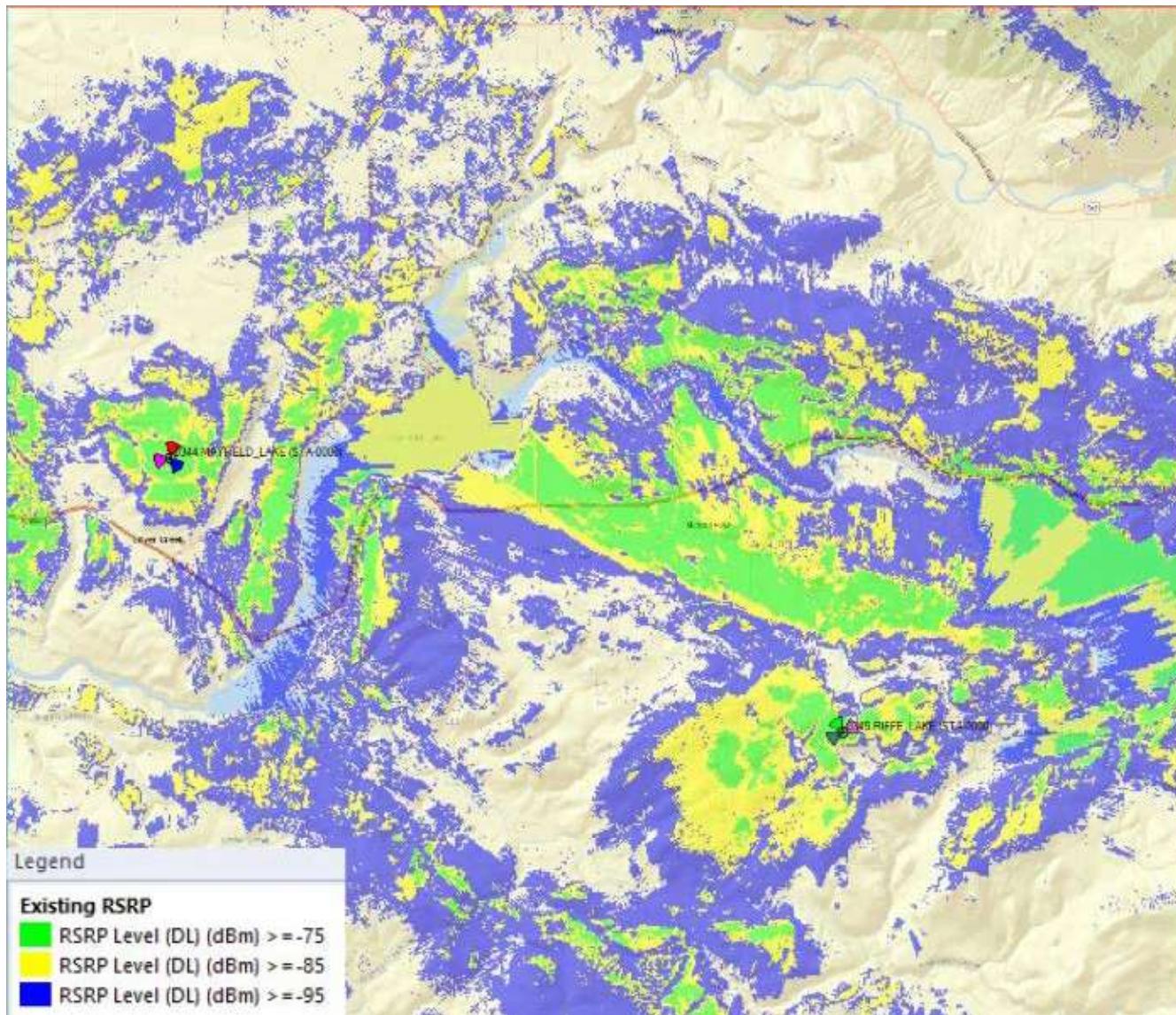


Exhibit 1B shows the level of service that would be provided with the proposed site.

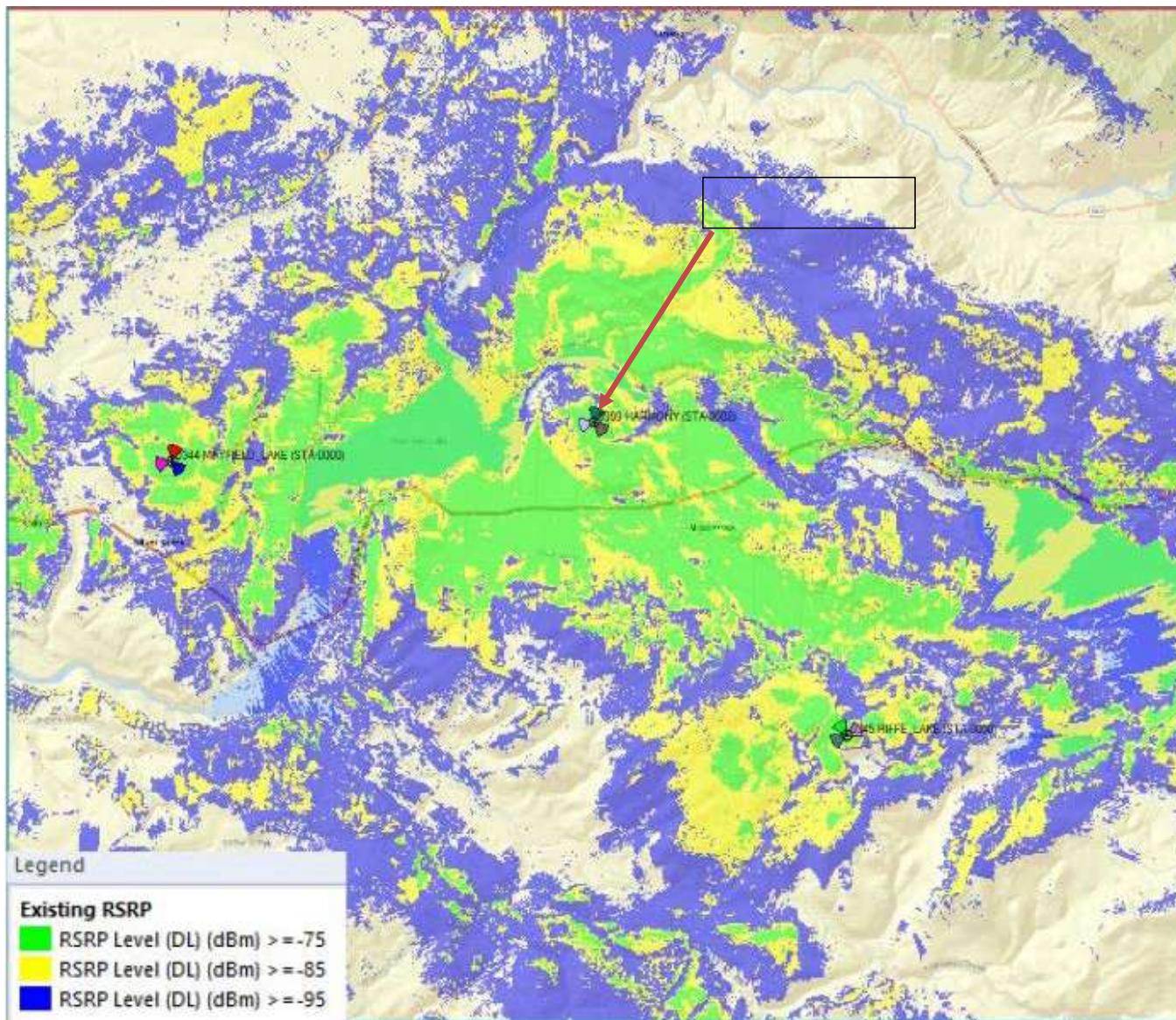


Exhibit 1C shows the level of service that would be provided with a shorter tower height

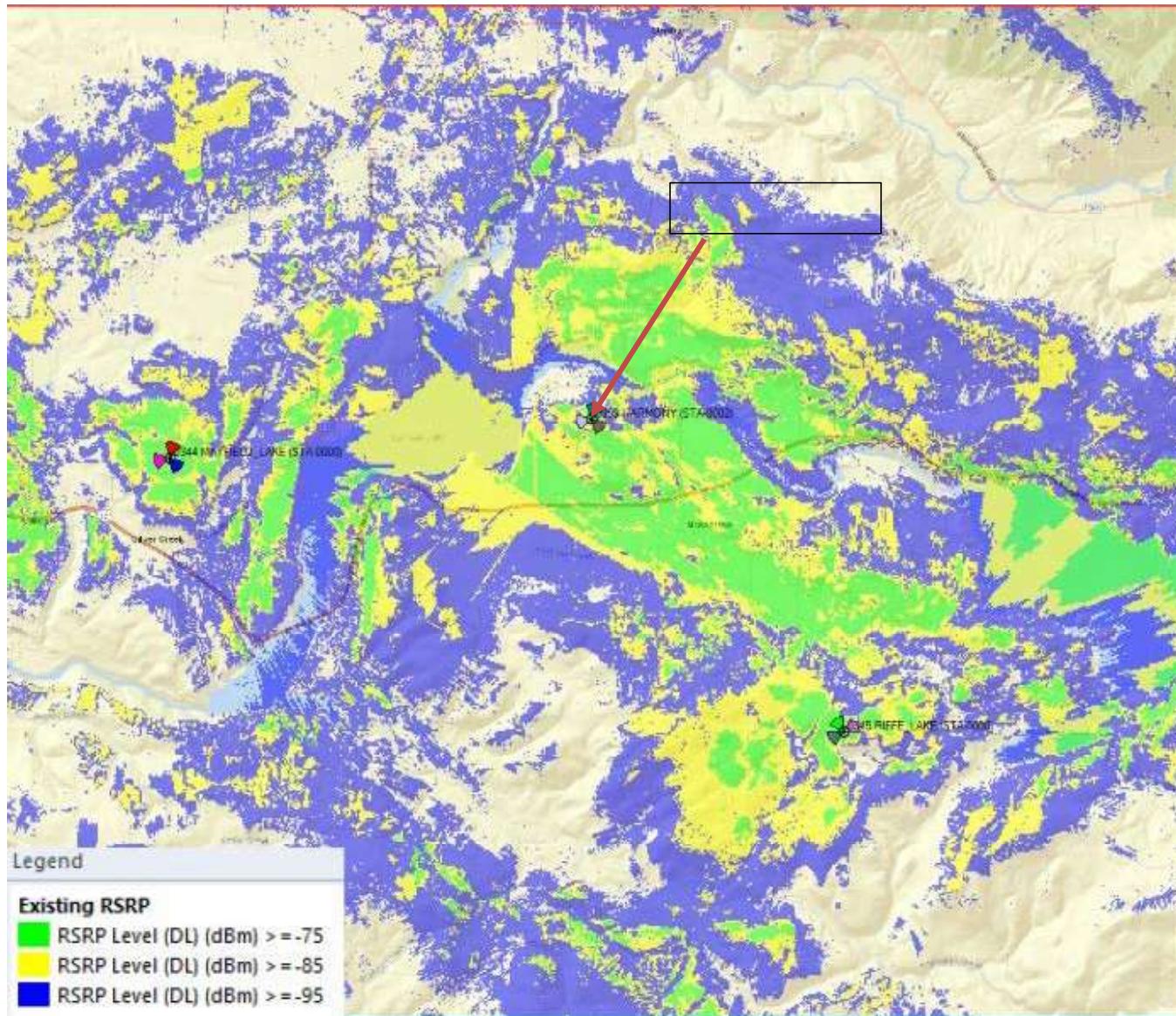
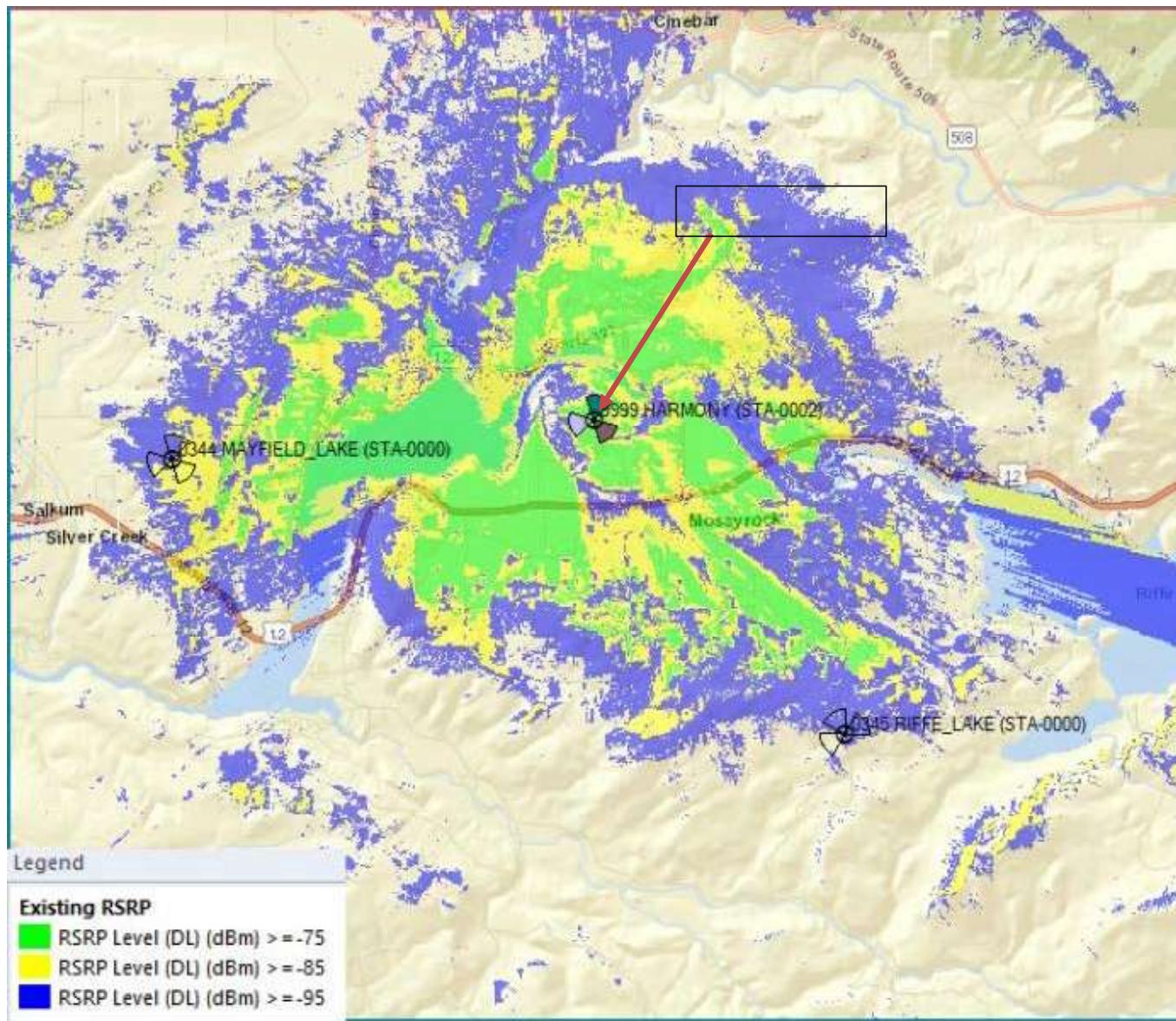


Exhibit 1D shows the level of service that would be provided with the proposed site only



**Capacity:**

An additional function of some wireless sites is to provide additional capacity in an area. The capacity of wireless networks is limited by the number of available antennas and the radios associated with those antennas. When a mobile user attempts to make a call on a wireless network where capacity is limited by these factors, the resulting busy signal can be very frustrating. To remedy capacity issues, additional antenna sites are added to an area to provide additional calling capacity for Verizon Wireless customers.

**Antenna Diversity:**

Antenna diversity, also known as space diversity, is one method of enhancing wireless signal to improve the quality and reliability of a wireless link. Often, in cluttered environments such as the environment surrounding the subject site, there is not a clear line of sight between the antennas and customers' handsets. In these cases, the signal may be reflected along multiple paths before it finally reaches the receiver. These deflections can result in phase shifts, time delays, attenuations, and signal distortion that the customer may experience as an echo or warbling in the signal, or the signal dropping altogether.

Antenna diversity is especially effective at remedying these types of issues because multiple antennas provide several "observations" of the same signal. Each antenna will experience a different interference environment. So, for example, if one antenna is experiencing a deep fade, it is likely that another antenna in the same sector will have sufficient signal. Providing signal diversity then, is absolutely necessary for providing robust signal at the proposed location.

The flush mounting of antennas on an antenna support facility is sometimes viable. But in some cases – as in this case - it is simply not an option. Flush mounting of antennas at this proposed facility would not provide the required spatial diversity gain with antennas mounted at the same rad center. Flush mounting of antennas would require use of a lower rad center for some frequency bands reducing the effective operation of the site. We would not be able to cover some Verizon customers or provide lower quality of service to Verizon customers than other carriers since other carriers may have higher rad center of antennas and they can use spatial diversity gain if their antennas are mounted on the same rad centers for all frequency bands. In this sense, the flush mount antenna may cause a competitive disadvantage.

**Interference Certification**

Verizon Wireless comply all FCC regulation that Verizon Wireless' antennas usage will not interfere with other adjacent or neighboring transmission or reception functions of other communications facilities, as Verizon Wireless will only use frequencies that Verizon Wireless has a license from FCC.

The table below Verizon Wireless frequency licenses per FCC call signs.

**Wireless E- 911**

Approximately 230,000 Wireless 911 calls are made every day nationwide, and this number continues to increase. (source: CTIA, the Wireless Association) Wireless E-911 service depends on reliable signal strength and a fairly dense network of antenna sites in order to function effectively. Because of our federally-mandated obligation to provide wireless E-911 service, signal reliability is paramount. Using multiple antennas with spatial diversity is an effective way to decrease the number of drop-outs and lost connections to ensure that coverage in this area is robust and reliable.

service	Call Signs	Tx (MHz)	Rx (MHz)
LTE 700 FDD	WQJQ694	746-757	776-787
LTE AWS FDD	WQGB232, WQVP237, WQGD742	2120-2130, 2170-2180, 2110-2120	1720-1730, 1770-1780, 1710-1720
NR FDD	WQZG682	1950-1960	1870-1880
NR C-Band TDD	WRNF773	3700.000-3720.000	3700.000- 3720.000
NR C-Band TDD	WRNF774	3720.000-3740.000	3720.000- 3740.000

NR C-Band TDD	WRNF775	3740.000-3760.000	3740.000-3760.000
NR C-Band TDD	WRNF776	3760.000-3780.000	3760.000-3780.000
NR C-Band TDD	WRNF777	3780.000-3800.000	3780.000-3800.000
NR C-Band TDD	WRNF778	3800.000-3820.000	3800.000-3820.000
NR C-Band TDD	WRNF779	3820.000-3840.000	3820.000-3840.000
NR C-Band TDD	WRNF780	3840.000-3860.000	3840.000-3860.000

**Summary:**

In summary, the proposed site with antenna tip height of 154' would help Verizon to fill the coverage gap and add capacity in the neighborhood. In addition, Verizon has proposed to install a total of (9) antennas on an existing tower in the area in order to minimize the visual impact of the site.

Sincerely,

*Andrew Kim*

Andrew Kim  
 Verizon Wireless  
 Pacific Northwest  
 Network Department – Radio Frequency

# Exhibit C

Site ID: WA0007224  
Site Name: Mossyrock  
Location No.: MDG 5000918302

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement or Lease**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by KEVIN RIFFLE AND JENNIFER RIFFLE, husband and wife, having a mailing address of 8025 124th Ave NE, Kirkland WA 98033 ("**Landlord**") and HARMONI TOWERS ASSETCO, LLC , a Delaware limited liability company, having a mailing address of 6210 Ardrey Kell Road, Suite 450, Charlotte, North Carolina 28277 ("**Tenant**").

## BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at 262 Skyview Dr, in the City/Town of Mossyrock, County of Lewis, State of Washington (collectively, the "**Property**"). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

### 1. LEASE.

(a) Landlord grants to Tenant and Tenant hereby leases from Landlord under the terms and conditions set forth herein a certain portion of the Property containing approximately Two Thousand Five Hundred (2500) square feet including the air space above such ground space, as described on attached **Exhibit 1**, (the "**Premises**"), for the placement of a Communication Facility in accordance with the terms of this Agreement, together with an easement, or easements, for and any access/ingress, egress, utilities, fiber, easements, guy wire/anchor easements and/or utility easements and any other easements required by the local governing authorities, including, without limitation, a landscape buffer or "Fall Zone" (if applicable), for the duration of the lease on the property which is more particularly, (the "**Easements**"), for the placement of a Communication Facility, collectively all as described on attached **Exhibit 1** attached hereto and made a part hereof. The Easement rights herein granted include the right and authority of Tenant to grant or assign to third parties all or some of the easement rights granted to the Tenant herein without additional consideration paid to Landlord.

(b) During the Due Diligence Period and during the Term, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Effective Date, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Any such Tests as referenced herein shall not be deemed 'commencement of construction' for purposes of establishing the Rent Commencement Date (as hereinafter defined).

(c) Within thirty (30) business days following the Effective Date, Tenant shall pay the Landlord the sum of [REDACTED] (the "Due Diligence Fee") for a one (1) year period commencing on the Effective Date (the "Initial Due Diligence Period"). The Initial Due Diligence Period may be renewed by Tenant for up to two additional due diligence periods of one (1) year each (each a "Renewal Due Diligence Period") upon written notification to Landlord and the payment of an additional [REDACTED] to later than five (5) days prior to the expiration date of the Initial Due Diligence Period or the Renewal Due Diligence Period. The Initial Due Diligence Period and any Renewal Due Diligence Periods are collectively referred to as the "**Due Diligence Period**".

(d) Provided that construction of the Communication Facility (as hereinafter defined) has not commenced, it is understood that Tenant shall have the right to terminate this Agreement during the Due Diligence Period for any reason or no reason at all, without any further liability or obligation to Landlord except those obligations which specifically survive the expiration or termination of this Agreement, by delivery of written notice of termination to Landlord prior to the Rent Commencement Date.

(e) If during the Due Diligence Period or the Term, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, the Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**"), or in the event of a threatened foreclosure on any of the foregoing, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Due Diligence Period or the Term, Landlord shall not initiate or consent to any change in the zoning of the Premises, the Property or the Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use.

**2. PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure ("**Structure**"), associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the **Surrounding Property** as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount

equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

**3. TERM.**

(a) The initial lease term will be five (5) years (the "**Initial Term**"), commencing on the Effective Date (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5<sup>th</sup>) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for seventeen (17) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other party written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If the Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

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

**4. RENT.**

(a) Commencing on Rent Commencement Date as defined below, Tenant will pay Landlord on or before the fifth (5<sup>th</sup>) day of each calendar month in advance, [REDACTED]

[REDACTED] the "**Rent**"), which shall be deemed to include any applicable State, County or local sales or use tax, at the address set forth above or by electronic funds transfer. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date subject to the provisions of Section 24(k). The "**Rent Commencement Date**" shall mean the first day of the month following the date the Tenant commences construction of the Communication Facility; provided, however, in the event that Tenant has not commenced construction of the Communication Facility by the expiration of the Due Diligence Period, this Agreement shall automatically terminate and the parties shall be released from further liability or obligation hereunder except those obligations which specifically survive the expiration or termination of this Agreement.

(b) Upon the commencement of each Extension Term, the monthly Rent will increase by [REDACTED] over the Rent paid during the previous five (5) year term, effective the first day of the month in which the anniversary of the Rent Commencement Date occurs.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

(d) So long as at all times during the Initial Term and any applicable Renewal Terms of the agreement there is one Wireless Carrier (as hereinafter defined) with a sublease or license from Tenant for co-location space on the Communications Facility (the "**Anchor Subtenant**"), then for each additional Wireless Carrier that collocates on the Communications Facility, other than the Anchor Subtenant, the Tenant shall pay to Landlord a Revenue Share Fee, in monthly installments of Four Hundred and No/100 Dollars (\$400.00), beginning on the date Tenant receives the additional Wireless Carrier's (other than the Anchor Subtenant) rent

or licenses fee, and, for each month thereafter for so long as the additional Wireless Carrier (other than the Anchor Subtenant) pays its respective rent or license fees to Tenant. The first payment of the Revenue Share Fee shall be paid within forty-five (45) days of Tenant's receipt of the first payment of rent or license fee by the additional Wireless Carrier (other than the Anchor Subtenant). For the purposes of this section, "Wireless Carrier" shall be defined as any FCC Licensed cellular or PCS carrier such as Verizon, T-Mobile, AT&T, or US Cellular. It shall not include any 2-way/paging companies, wireless internet companies, or government agencies.

(e) Landlord will agree that all payments due to Landlord from Tenant will be made by electronic funds transfer ("EFT"). Any cause for delay of payment to the Landlord from the Tenant due to the Landlord's change of financial institution or account as provided on the Direct Deposit form or the financial institution's actions or lack of action will not be considered a delay in or lack of payment by the Tenant. As a condition precedent to any payment, Landlord agrees to provide Tenant with completed payment forms, or the equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

## **5. APPROVALS.**

(a) Attorney-In-Fact and Cooperation. Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord hereby irrevocably appoints Tenant or Tenant's agent as Landlord's agent to file such applications on behalf of Landlord with federal, state and local governmental authorities which relate to Tenant's Intended Use of the Property, including, but not limited to, land use and zoning applications. Landlord agrees to cooperate with Tenant in obtaining and maintaining, at Tenant's expense, all licenses and permits required for Tenant's use of the Property (the "Governmental Approval").

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

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals. Any and all testing during the Due Diligence Period will not constitute construction for the purposes of the Rent Commencement.

## **6. TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

## **7. INSURANCE.** During the Term, Tenant will purchase and maintain in full force and effect such general liability policy as Tenant may deem necessary. Said policy of general liability insurance will at a minimum

provide a combined single limit of One Million and No/100 Dollars (\$1,000,000.00). Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage.

#### **8. INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

#### **9. INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees, invitees, agents or independent contractors, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

#### **10. WARRANTIES.**

(a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement, other than those liens and encumbrances shown on **Exhibit 2**; (iii) as long as Tenant is not in default beyond any applicable cure period then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord,

(c) Subordination and Non-Disturbance. This Lease shall be subject to and subordinate to any mortgage or deed to secure debt (collectively referred to as a "Mortgage") made by Landlord which may now or hereafter encumber the Premises and Easement(s), provided that no such subordination shall be effective unless the holder of every such Mortgage shall in a separate agreement with Tenant agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Landlord's interest in the Premises and Easement(s), such holder shall recognize and confirm the validity and existence of this Lease and that Tenant shall have the right to continue its use and occupancy of the Premises and Easement(s) in accordance with the provisions of this Lease as long as Tenant is not in default of this Lease beyond applicable notice and cure periods. Tenant shall execute in timely fashion such instruments as may reasonably be requested to evidence the provisions of this paragraph. In the event the Premises and/or Easement(s) are encumbered by a Mortgage on the date of the exercise of the Option, Landlord, no later than ten (10) days after the Due Diligence Period has been exercised shall obtain and furnish Tenant with a non-disturbance agreement in recordable form from the holder of each Mortgage.

## **11. ENVIRONMENTAL.**

(a) Landlord represents and warrants, except as may be identified in **Exhibit 3** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Rent Commencement Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination,

renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

**12. ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities or fiber serving the Premises. If Tenant elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 5**; upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day until Landlord provides Access to the Premises pursuant to the terms of this Section. Landlord acknowledges and agrees Tenant may take a credit against any future payments of Rent, without notification to Landlord, of the amount of such liquidated damages. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

**13. REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

**14. MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter

and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within sixty (60) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within fifteen (15) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

(c) As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(d) Tenant will have the right to install utilities and fiber on the Property and the Premises, at Tenant's expense and discretion of such utility and/or fiber provider, and to improve present utilities and/or fiber on the Property and the Premises, on the Property and the Premises; by way of example, such utilities shall include overhead and underground electric, water, data transmission, and other necessary utility facilities (including guys, wires, poles, and other appurtenant equipment). Landlord hereby grants to Tenant and any service company providing utility, fiber or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, guys, wires, poles, circuits, and conduits, associated equipment cabinets, and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

## **15. DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within sixty (60) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within sixty (60) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

**16. ASSIGNMENT/SUBLEASE.**

(a) Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

(b) Tenant's lessee(s), licensee(s) and subtenant(s) shall be entitled to modify the Communication Facilities and to erect additional improvements on the Premises, including, but not limited to antennas, dishes, cabling, additional storage buildings or equipment shelters as are reasonably required for the operation and maintenance of the communications equipment, together with rights of ingress and egress to the Premises and the right to install utilities and fiber to and on the Premises as if said lessee, licensee or subtenant were the Tenant under this Agreement.

17. **NOTICES.** All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant: **Harmoni Towers AssetCo, LLC**  
**Attn: Real Estate Administration**  
**6210 Ardrey Kell Road, Suite 450**  
**Charlotte, North Carolina 28277**  
**READmin@harmonitowers.com**

cc:

Harmoni Towers AssetCo, LLC  
Attn: General Counsel  
6210 Ardrey Kell Road, Suite 450  
Charlotte, North Carolina 28277

### For Emergencies:

[NOC@harmonitowers.com](mailto:NOC@harmonitowers.com) 800-821-5825

If to Landlord:

KEVIN RIFFLE & JENNIFER RIFFLE  
8025 124TH AVE NE  
KIRKLAND WA 98033  
Telephone: 425-445-4000  
Email: kevinriffle@live.com

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

**18. CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

**19. CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole

determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 19, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

**20. WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

**21. TAXES.**

(a) Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, the sale of the Property or an assignment of the Rent payments by Landlord to a third party. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment for which all or a portion of such taxes or assessments are imposed on Tenant's leasehold improvements, Landlord shall provide Tenant with copies of such notice upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay and Landlord shall be responsible for payment of the portion of tax or assessment imposed on Tenant's leasehold improvements and Landlord shall not have the right to reimbursement of such amount from Tenant. For any request of reimbursement by Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments, provide Tenant with a request for reimbursement with accompanying evidence of Landlord's timely payment to the taxing authority ("Tax Reimbursement Request"). Subject to Section 21(c), Tenant shall reimburse Landlord within thirty (30) days from the Tax Reimbursement Request. Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord. For the sake of clarity, in the event Landlord fails to pay any tax or assessment within such time period identified in the tax bill or notice of assessment, Tenant is under no obligation to provide reimbursement for any late fees or penalties.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other

proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Promptly after the Effective Date, Landlord shall provide the Notice address set forth in Section 17 to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

(f) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

## **22. SALE OF PROPERTY.**

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or the Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed Tenant Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or the Surrounding Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion without the prior consent of Tenant, which consent may be withheld in Tenant's sole discretion.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

**23. RIGHT OF FIRST REFUSAL.** Notwithstanding the provisions contained in Section 22, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with this Agreement or an offer to purchase an easement with respect to the Premises ("Offer"),

Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the Offer and agree in writing (the “**Exercise Notice**”) to match the financial terms of the Offer. For the avoidance of doubt, to exercise its rights under this Section 23, Tenant shall not be required to match any compensation due to parties unrelated to Landlord, including but not limited to broker compensation. The Exercise Notice shall be in the form of a contract substantially similar to the Offer (matching the financial terms); provided, however, that Landlord and Tenant acknowledge and agree that the Exercise Notice is intended to be a letter of intent or similar, and the parties shall thereafter negotiate in good faith the documents reasonably required to consummate Tenant’s exercise of its rights under this Section 23. Tenant may assign its rights to a third party under this Section 23. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 23, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section 23. Tenant’s failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 23 with respect to any future proposed conveyances as described herein.

#### **24. MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 6**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations (“**Laws**”) applicable to Tenant’s use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord’s ownership and use of the Property and any improvements on the Property.

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

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

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

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term “including” will be interpreted to mean “including but not limited to”; (iii) whenever a party’s consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld,

conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms “termination” or “expiration” are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to “Tenant” shall be deemed to include any of its Affiliate of Harmoni Towers AssetCo, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. “Affiliate” means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. “Control” of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord’s name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys’ Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys’ fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **Incidental Fees.** Unless specified in this Agreement, no unilateral fees or additional costs or expenses are to be applied by either party to the other party, including review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

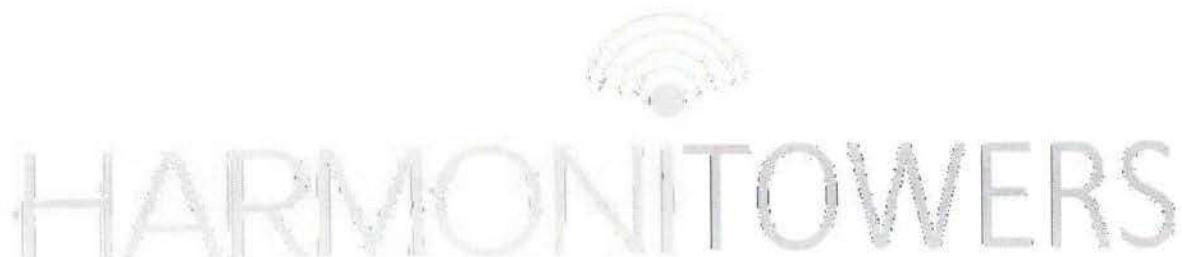
(q) **Exclusivity.** Landlord agrees not to lease any of Landlord’s property within a radius of five (5) miles from the Premises for construction of a tower, for the construction or for use as a communications facility or for the operation of an antenna site leasing business which competes directly or indirectly with Tenant.

(r) **Confidentiality.** Landlord agrees that the terms of this Agreement shall be strictly confidential, and that Landlord shall not disclose any of the terms hereof to any third party, except with Tenant’s prior written consent, which consent may be withheld in Tenant’s sole discretion. Notwithstanding the foregoing, Landlord is permitted to disclose the terms of this Agreement to its attorneys, accountants and lenders, with any such party acknowledging and agreeing to the confidentiality terms as set forth herein.

(s) **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency or epidemics; and (h) strikes, labor stoppages or slowdowns, or other industrial disturbances. The party suffering a force majeure event shall give written notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such force majeure event are minimized.

(t) **Self Help.** Without limiting Tenant's to terminate this Lease pursuant to Section 18(a) hereof, in case of a breach of any covenant or term hereof by the Landlord, the Tenant may, in its sole discretion, elect to remedy the Landlord's breach, which remedy shall not operate or be construed as a waiver of the Tenant's rights herein to recover the cost of such remedy from the Landlord by setoff or otherwise, and the Landlord shall indemnify the Tenant from any and all costs, expenses, reasonable attorney fees and litigation expenses as may be incurred by the Tenant in performing the Landlord's obligations hereunder.

[SIGNATURES APPEAR ON NEXT PAGE]



**IN WITNESS WHEREOF**, the parties have caused this Agreement to be effective as of the last date written below.

## **“LANDLORD”**

KEVIN RIFFLE & JENNIFER RIFFLE  
Husband and Wife

By: Kevin Riffle  
Print Name: Kevin Riffle  
Its:  
Date: 8/26/24

By: Jennifer Riffle  
Print Name: Jennifer Riffle  
Its:  
Date: 08/21/24

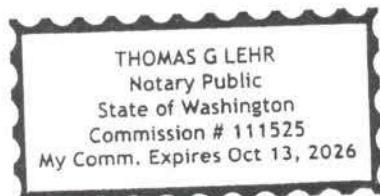
#### LANDLORD ACKNOWLEDGMENT

#### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington )  
COUNTY OF King ) ss:

BE IT REMEMBERED, that on this 26<sup>th</sup> day of August, 2024 before me, the subscriber, a person authorized to take oaths in the State of Washington, personally appeared **Kevin Riffle** who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained. D. Riffle

delivered the same as his/her/their voluntary do  
Thomas G. Lehr  
Notary Public: Thomas G. Lehr  
My Commission Expires: 10/13/20

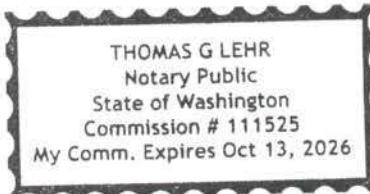


### **LANDLORD ACKNOWLEDGMENT**

#### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington )  
COUNTY OF King ) ss:

BE IT REMEMBERED, that on this 26<sup>th</sup> day of August, 2024 before me, the subscriber, a person authorized to take oaths in the State of Washington, personally appeared **Jennifer Riffle** who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.



Notary Public: Thomas G Lehr  
My Commission Expires: 10/13/26

# HARMONITOWERS

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be effective as of the last date written below.

**"TENANT"**

HARMONI TOWERS ASSETCO, LLC

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**TENANT ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, who acknowledged under oath that he/ she is the \_\_\_\_\_ of Harmoni Towers' AssetCo, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## EXHIBIT 1

### DESCRIPTION OF PROPERTY, PREMISES, AND EASEMENTS

Page 1 of \_\_\_\_

to the Lease Agreement dated \_\_\_\_\_, 20\_\_\_\_, by and between Kevin Riffle and Jennifer Riffle, husband and wife as Landlord, and Harmoni Towers AssetCo, LLC, a Delaware limited liability company, as Tenant.

A 50' by 50' parcel of land for the tower compound being located around the base of the tower along with any and all access and utility easements being 20 feet in width, all being a portion of the parent tract (see attached warranty deed for legal description of parent tract, if available). The legal description of the Leased Premises shall be determined by survey and shall thereafter replace this **Exhibit 1**.

The parent parcel is described as follows:

**That portion of Section 12, Township 12 North, Range 2 East, W.M., Lewis County, Washington, described as follows:**

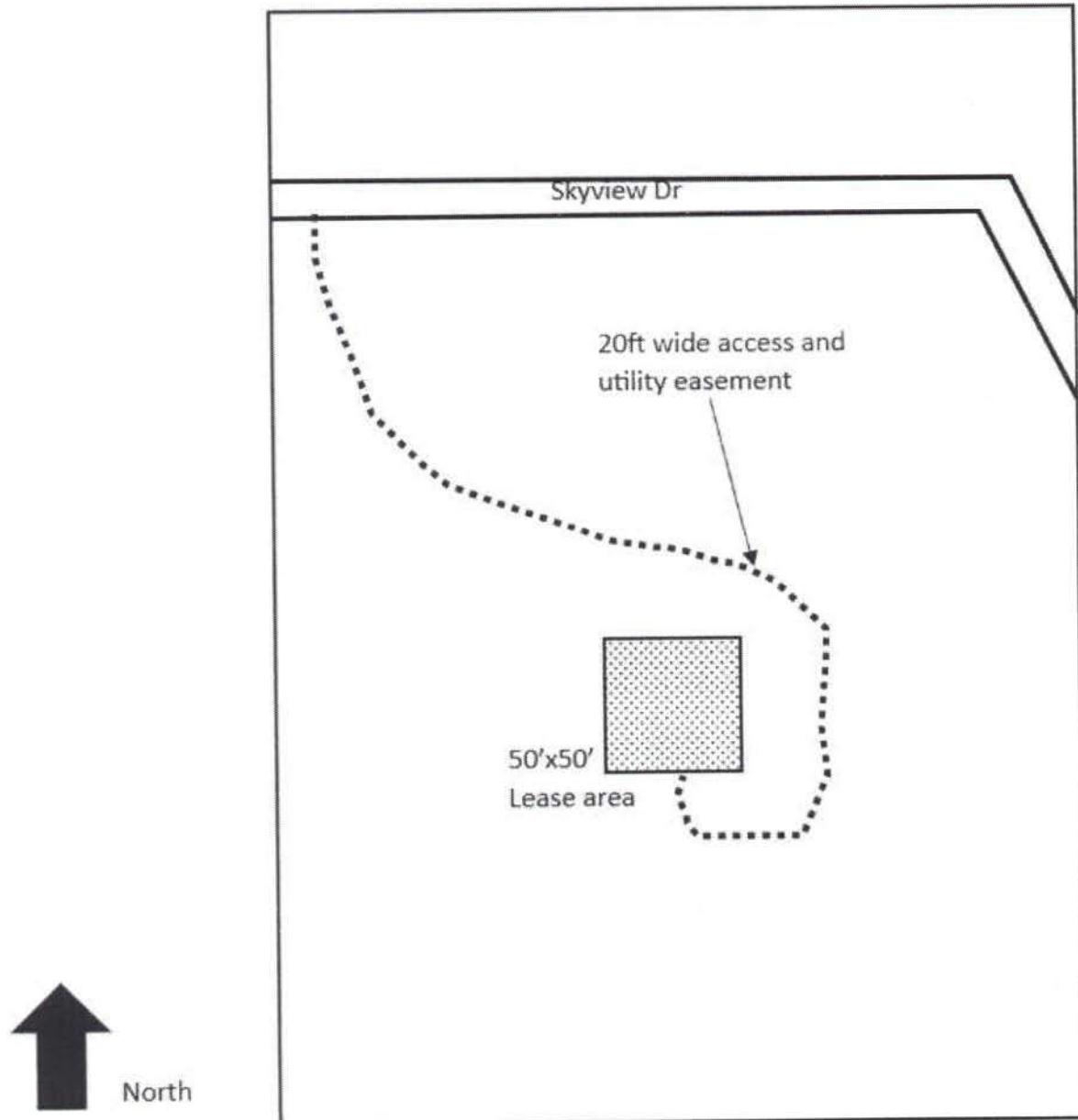
**Beginning at the northwest corner of said Section 12; thence south 01°39'43" west 662.13 feet along the west line of said Section; thence south 88°45'32" east 1578.6 feet to the true point of beginning; thence continuing south 88°45'32" east 451.03 feet; thence north 01°53'43" east 483.02 feet; thence north 88°45'31" west 452.33 feet; thence south 01°27'57" west 483 feet to the true point of beginning. TOGETHER WITH an easement over exisiting gravel roads leading from Birley County Road to and through the above described property.**



The Premises are described and/or depicted as follows:

The Easements are described and/or depicted as follows:

Proposed Site Sketch  
(Not to Scale)



Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.



## EXHIBIT 2

### MORTGAGES, LIENS or JUDGMENTS (Any Encumbrance)

Landlord represents and warrants that the Property, as of the Effective Date, is free of encumbrances except as follows:

- **Schedule B-II, Item 12:** Possible obligation of membership to Land Owner's Association for purchasers, as referenced in 1978 Real Estate Contract. [Auditor's File No. 848411]
- **Schedule B-II, Items 13 & 14:** 1953 and 1955 mineral reservations as contained in Deeds. [Auditor's File Nos. 523612 and 625083, respectively]



**EXHIBIT 3**  
**ENVIRONMENTAL DISCLOSURE**

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

NONE.



**EXHIBIT 4**  
**[FOLLOWS ON NEXT PAGE]**



Prepared by and after recording return to:

HARMONI Site ID:  
HARMONI Site Name:  
County:  
State:

### **SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

**THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT** ("("Agreement"), dated as of the date below, between \_\_\_\_\_ having its principal office at \_\_\_\_\_, (hereinafter called "Mortgagee") and \_\_\_\_\_, a \_\_\_\_\_ having its principal office/residing at \_\_\_\_\_ (hereinafter called "Landlord"), and Harmoni Towers AssetCo, LLC, a Delaware limited liability company, having a mailing address of 6210 Ardrey Kell Road, Suite 450, Charlotte, North Carolina 28277 (hereinafter called "Tenant").

#### **WITNESSETH:**

**WHEREAS**, Tenant has entered into a certain Lease Agreement dated \_\_\_\_\_, 20\_\_\_\_\_, (the "Lease") with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the "Premises"); and

**WHEREAS**, Landlord has given to Mortgagee a mortgage (the "Mortgage") upon property having a street address of \_\_\_\_\_, being identified as Lot \_\_\_\_\_ in Block \_\_\_\_\_ in the \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ County, State of \_\_\_\_\_ ("("Property"),"), a part of which Property contains the Premises; and

**WHEREAS**, the Mortgage on the Property is in the original principal sum of \_\_\_\_\_ (\$\_\_\_\_\_) Dollars, which Mortgage has been recorded in the appropriate public office in and for \_\_\_\_\_ County, \_\_\_\_\_ ("("Mortgage");"); and

**WHEREAS**, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals,

modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease in the exercise of Mortgagee's rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Mortgagee succeeded to the interest of Landlord; provided, however, that Mortgagee will not be:

- (a) personally liable for any act or omission of any prior landlord (including Landlord); or
- (b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year etc.) in advance to any prior landlord (including Landlord).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to paragraph 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

7. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

[Remainder of Page Intentionally Blank – Signature Page Follows]

**IN WITNESS WHEREOF**, the undersigned has caused this Agreement to be executed as of the last signature date below.

LANDLORD: \_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**LANDLORD (INDIVIDUAL)**

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, ( ) who is personally known to me OR ( ) who has produced  
as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**LANDLORD (PARTNERSHIP)**

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, partner \_\_\_\_\_ on \_\_\_\_\_ behalf \_\_\_\_\_ of  
\_\_\_\_\_, a  
partnership, ( ) who is personally known to me OR ( ) who has  
produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**LANDLORD (CORPORATION)**

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_ [name of representative], the  
\_\_\_\_\_ [title] of the corporation, ( ) who is personally known OR ( ) who has  
produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



**TENANT:**

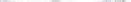
HARMONI TOWERS ASSETCO, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**TENANT**

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, \_\_\_\_\_, who acknowledged under oath that he/she is the \_\_\_\_\_ of Harmoni Towers AssetCo, LLC, a Delaware limited liability company, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public:   
My Commission Expires: \_\_\_\_\_

MORTGAGEE: \_\_\_\_\_  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**MORTGAGEE (CORPORATION)**

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
by \_\_\_\_\_ [name] of \_\_\_\_\_ [name of banking  
institution], a \_\_\_\_\_ corporation on behalf of the corporation ( ) who is personally known  
OR ( ) who produced \_\_\_\_\_ as identification.

Notary Public  
My Commission Expires:

**EXHIBIT 1**  
**DESCRIPTION OF PREMISES**

The Property is legally described as follows:

The Premises is legally described as follows:

EXHIBIT  
HARMONITOWERS

EXHIBIT 5  
STANDARD ACCESS LETTER  
[FOLLOWS ON NEXT PAGE]



[Landlord Letterhead]

DATE

Building Staff / Security Staff  
Landlord, Lessee, Licensee  
Street Address  
City, State, Zip

Re: Authorized Access granted to [\_\_\_\_\_]

Dear Building and Security Staff,

Please be advised that we have signed a lease with [\_\_\_\_\_] permitting [\_\_\_\_\_] to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant [\_\_\_\_\_] and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, [\_\_\_\_\_] representatives may be seeking access to the property outside of normal business hours. [\_\_\_\_\_] representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

\_\_\_\_\_  
Landlord Signature

**EXHIBIT 6**

**MEMORANDUM OF LEASE**

**[FOLLOWS ON NEXT PAGE]**



Prepared by and Return To: after recording, return to:

---

County: \_\_\_\_\_  
State: \_\_\_\_\_

**MEMORANDUM  
OF  
LEASE**

This Memorandum of Lease is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_, /n \_\_\_\_\_ having a mailing address \_\_\_\_\_ of \_\_\_\_\_

(hereinafter referred to as "**Landlord**") and Harmoni Towers AssetCo, LLC, a Delaware limited liability company having a mailing address of 6210 Ardrey Kell Road, Suite 450, Charlotte, North Carolina 28277 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a Lease Agreement ("Agreement") on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be [\_\_\_\_\_] (\_\_\_\_\_) years commencing on \_\_\_\_\_, with [\_\_\_\_\_] (\_\_\_\_\_) (\_\_\_\_\_) successive automatic [\_\_\_\_\_] (\_\_\_\_\_) (\_\_\_\_\_) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.
5. 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 Agreement, 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 Agreement, the provisions of the Agreement shall control. The Agreement 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 Agreement.

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

## ““LANDLORD””

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

\*Choose one Landlord Acknowledgement template and delete the others for final draft\*

## LANDLORD ACKNOWLEDGMENT

#### INDIVIDUAL ACKNOWLEDGMENT

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, the subscriber, a person authorized to take oaths in the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Notary Public: \_\_\_\_\_

My Commission Expires:

PARTNERSHIP (consisting of corporations) ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

I CERTIFY that on \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ personally came before me and this/these person(s) acknowledged under oath to my satisfaction, that:

[title] of \_\_\_\_\_ [name of corporation] a corporation of the State of \_\_\_\_\_, which is a general partner of the partnership named in this document;

(a) this/these person(s) signed, sealed and delivered the attached document as \_\_\_\_\_

(b) the proper corporate seal of said corporate general partner was affixed; and

(c) this document was signed and delivered by the corporation as its voluntary act and deed as [a] general partner(s) on behalf of said partnership [by virtue of authority from its Board of Directors].

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## CORPORATE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

I CERTIFY that on \_\_\_\_\_, 20\_\_\_\_\_, [REDACTED] [name of representative] personally came before me and acknowledged under oath that he or she:

(a) is the [title] of [name of corporation], the corporation named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**"TENANT"**

HARMONI TOWERS ASSETCO, LLC

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**TENANT ACKNOWLEDGMENT**

STATE OF

COUNTY OF

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, who acknowledged under oath that he/ she is the \_\_\_\_\_ of Harmoni Towers AssetCo, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## EXHIBIT 1

### DESCRIPTION OF PREMISES

Page 1 of \_\_\_\_\_

to the Memorandum of Lease dated \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_, as Landlord, and Harmoni Towers LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The Premises and Easements are described and/or depicted as follows:

#### NOTES:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

**W-9 FORM**



# **SEPA<sup>1</sup> Environmental Checklist**

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## **Purpose of checklist**

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization, or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

## **Instructions for applicants**

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. **You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown.** You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to **all parts of your proposal**, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

## **Instructions for lead agencies**

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

## **Use of checklist for nonproject proposals**

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B, plus the Supplemental Sheet for Nonproject Actions (Part D). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in "Part B: Environmental Elements" that do not contribute meaningfully to the analysis of the proposal.

---

<sup>1</sup> <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/Checklist-guidance>

## A. Background

[Find help answering background questions<sup>2</sup>](#)

**1. Name of proposed project, if applicable:**

Mossyrock

**2. Name of applicant:**

Harmoni Towers/Verizon Wireless

**3. Address and phone number of applicant and contact person:**

HARMONI TOWERS

6210 Ardrey Kell Rd

Charlotte, NC 28277

Bill North 425-876-2909

**4. Date checklist prepared:**

5/7/2025

**5. Agency requesting checklist:**

Lewis County

**6. Proposed timing of schedule (including phasing, if applicable):**

Construction 2026 / no phasing

**7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.**

No Future activity is included in this proposal or anticipated at this time

**8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.**

Phase 1 report

NEPA

**9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.**

No

**10. List any government approvals or permits that will be needed for your proposal, if known.**

SEPA Determination

WCF Type III approval

Building Permit

---

<sup>2</sup> <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-A-Background>

**11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)**

The proposed facility will consist of a newly constructed 150' monopole with 12 panel antenna mounted at 150' and microwave dish along with equipment cabinets and emergency generator placed within a 50' x 50' secured fenced area.

**12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.**

The address of the site is:

262 SKYVIEW DR MOSSY ROCK, WA 98564

## B. Environmental Elements

### 1. Earth

[Find help answering earth questions](#)<sup>3</sup>

a. General description of the site:

Circle or highlight one: Flat, rolling, hilly, steep slopes, mountainous, other:

b. What is the steepest slope on the site (approximate percent slope)?

There are no slopes within the immediate area of the proposed site. There are slopes on the perimeter of the property in areas that are approximately 40%.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them, and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

---

<sup>3</sup> <https://ecology.wa.gov/regulations-permits/sepa/environmental-review/sepa-guidance/sepa-checklist-guidance/sepa-checklist-section-b-environmental-elements/environmental-elements-earth>

Clay, sand, and gravel. No agricultural soils.

d. **Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.**

No

e. **Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.**

Minimal leveling is required for construction and access. The graveled fenced area is approximately 2500 square feet.

f. **Could erosion occur because of clearing, construction, or use? If so, generally describe.**

No erosion is anticipated

g. **About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?**

The property is currently undeveloped with existing gravel drive access. The site will include less than 5000 square feet of impervious surface consisting of the proposed crushed washed gravel within the 50'x 50' fenced area and the improvement of the existing access.

**Proposed measures to reduce or control erosion, or other impacts to the earth, if any.**

None anticipated

## 2. Air

[Find help answering air questions<sup>4</sup>](#)

a. **What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.**

Temporary minor emissions will result from equipment during the construction phase. Construction practices will comply with applicable air quality regulations. Upon completion, normal vehicular traffic emissions will occur as a result of monthly maintenance visits to the facility.

b. **Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.**

No

c. **Proposed measures to reduce or control emissions or other impacts to air, if any:**

No emissions generated; hence no reduction measures are required.

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<sup>4</sup> <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-Air>

### 3. Water

[Find help answering water questions<sup>5</sup>](#)

a. Surface:

[Find help answering surface water questions<sup>6</sup>](#)

- 1. Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.**

Yes. Lake Mayfield Reservoir which was created by Mayfield Dam on the Cowlitz River approximately 2300' to the north.

- 2. Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.**

No

- 3. Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.**

Not applicable

- 4. Will the proposal require surface water withdrawals or diversions? Give a general description, purpose, and approximate quantities if known.**

No

- 5. Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.**

No

- 6. Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.**

No

b. Ground:

[Find help answering ground water questions<sup>7</sup>](#)

- 1. Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate**

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<sup>5</sup> <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-3-Water>

<sup>6</sup> <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-3-Water/Environmental-elements-Surface-water>

<sup>7</sup> <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-3-Water/Environmental-elements-Groundwater>

**quantities withdrawn from the well. Will water be discharged to groundwater? Give a general description, purpose, and approximate quantities if known.**

No water will be drawn or discharged.

**2. Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (domestic sewage; industrial, containing the following chemicals...; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.**

No waste material will be generated or discharged at this site.

**c. Water Runoff (including stormwater):**

**1. Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.**

A negligible amount of storm water runoff will result from the added crushed ground gravel included in this proposal.

**2. Could waste materials enter ground or surface waters? If so, generally describe.**

No waste materials will be generated on the proposed site.

**3. Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.**

No drainage patterns will be affected.

**d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:**

No significant surface or ground water impact anticipated. Consequently, no reduction measures are required

## **4. Plants**

[Find help answering plants questions](#)

**a. Check the types of vegetation found on the site:**

- deciduous tree: alder, maple, aspen, other**
- evergreen tree: fir, cedar, pine, other**
- shrubs**
- grass**
- pasture**
- crop or grain**
- orchards, vineyards, or other permanent crops.**
- wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other**

**water plants: water lily, eelgrass, milfoil, other**

**other types of vegetation**

**b. What kind and amount of vegetation will be removed or altered?**

A minimal amount of trees and shrubs will be removed to accommodate the 50'x50' fenced area.

**c. List threatened and endangered species known to be on or near the site.**

None known

**d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any.**

Existing vegetation around the perimeter of the facility will be retained as screening.

**e. List all noxious weeds and invasive species known to be on or near the site.**

None known

## 5. Animals

[Find help answering animal questions](#)<sup>8</sup>

**a. List any birds and other animals that have been observed on or near the site or are known to be on or near the site.**

Examples include:

- Birds: hawk, heron, eagle, **songbirds, other:**
- Mammals: deer, bear, elk, **beaver, other:**
- Fish: bass, salmon, trout, herring, shellfish, other:

**b. List any threatened and endangered species known to be on or near the site.**

Per the Washington Fish and Wildlife Priority Habitats and Species report dated 4/29/2025 listed species include Rocky Mountain Elk and Riverine. No species were identified or observed on site.

**c. Is the site part of a migration route? If so, explain.**

None known – Please see Washington Fish and Wildlife PHS report dated 4/29/2025

**d. Proposed measures to preserve or enhance wildlife, if any.**

None are needed

**e. List any invasive animal species known to be on or near the site.**

None known

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<sup>8</sup> <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-5-Animals>

## 6. Energy and natural resources

[Find help answering energy and natural resource questions<sup>9</sup>](#)

- a. **What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.**

Electricity will be used to operate the radio equipment and antennae

- b. **Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.**

No

- c. **What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any.**

Low power consumption requirement for proposed equipment.

## 7. Environmental health

[Health Find help with answering environmental health questions<sup>10</sup>](#)

- a. **Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur because of this proposal? If so, describe.**

No

1. **Describe any known or possible contamination at the site from present or past uses.**

There are no known contaminates from past or present use.

2. **Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.**

There are no known or existing hazardous chemicals or conditions on the property.

3. **Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.**

There are no toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction. A future diesel generator may be placed on site. All liquid will be contained within the designed tank and comply with all fire safety regulations. No other conditions exist that will be impacted.

4. **Describe special emergency services that might be required.**

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<sup>9</sup> <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-6-Energy-natural-resou>

<sup>10</sup> <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-7-Environmental-health>

None required

**5. Proposed measures to reduce or control environmental health hazards, if any.**

All radio frequency emissions are regulated by the Federal Communications Commission.

**b. Noise**

**1. What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?**

None. Ambient noise will not affect this project.

**2. What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site)?**

There will be some traffic and construction noise associated with the installation of the facility during the 4 - 6 weeks of construction. Minimal noise will be generated by the communications facility when it is fully operational. There may be minimal noise associated with monthly service visits.

**3. Proposed measures to reduce or control noise impacts, if any:**

No noise is anticipated therefore, no measures are proposed.

## 8. Land and shoreline use

[Find help answering land and shoreline use questions<sup>11</sup>](#)

**a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.**

The property is undeveloped. Adjacent uses are rural residential.

**b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses because of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?**

No. There is no agricultural or forest land of long-term commercial significance that will be converted to other uses because of the proposal.

**1. Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how?**

No.

**c. Describe any structures on the site.**

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<sup>11</sup> <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-8-Land-shoreline-use>

There are no structures on site. The property is undeveloped.

**d. Will any structures be demolished? If so, what?**

No

**e. What is the current zoning classification of the site?**

RDD-5 Rural Development District-5

**f. What is the current comprehensive plan designation of the site?**

Rural

**g. If applicable, what is the current shoreline master program designation of the site?**

Not applicable

**h. Has any part of the site been classified as a critical area by the city or county? If so, specify.**

No

**i. Approximately how many people would reside or work in the completed project?**

None

**j. Approximately how many people would the completed project displace?**

None

**k. Proposed measures to avoid or reduce displacement impacts, if any.**

None required

**l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any.**

The project design will comply with Lewis County codes and ordinances. The project will be located on an undeveloped lot with existing vegetation around the perimeter utilized as screening.

**m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:**

Not applicable

## 9. Housing

Find help answering housing questions<sup>12</sup>

**a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.**

None included in this proposal

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<sup>12</sup> <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-9-Housing>

b. **Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.**

None

c. **Proposed measures to reduce or control housing impacts, if any:**

No housing impact anticipated, therefore no proposal is necessary.

## 10. Aesthetics

[Find help answering aesthetics questions<sup>13</sup>](#)

a. **What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?**

The monopole will be 150' in height.

b. **What views in the immediate vicinity would be altered or obstructed?**

No view alteration or obstruction is anticipated. Included in the application are photo simulations which provide detail that visual impact will be negligible.

c. **Proposed measures to reduce or control aesthetic impacts, if any:**

The facility is being placed on a 6.5 acre undeveloped property with existing vegetation around the property perimeter providing screening.

## 11. Light and glare

[Find help answering light and glare questions<sup>14</sup>](#)

a. **What type of light or glare will the proposal produce? What time of day would it mainly occur?**

None

b. **Could light or glare from the finished project be a safety hazard or interfere with views?**

No

c. **What existing off-site sources of light or glare may affect your proposal?**

None

d. **Proposed measures to reduce or control light and glare impacts, if any:**

None are anticipated

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<sup>13</sup> <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-10-Aesthetics>

<sup>14</sup> <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-11-Light-glare>

## 12. Recreation

[Find help answering recreation questions](#)

- a. **What designated and informal recreational opportunities are in the immediate vicinity?**  
Hiking and fishing
- b. **Would the proposed project displace any existing recreational uses? If so, describe.**  
No
- c. **Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:**  
None

## 13. Historic and cultural preservation

[Find help answering historic and cultural preservation questions<sup>15</sup>](#)

- a. **Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.**  
No
- b. **Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.**  
A NEPA checklist will be completed prior to construction
- c. **Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.**  
A NEPA checklist will be completed prior to construction
- d. **Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.**

There are no anticipated loss, changes to, or disturbance of resources. Therefore, no measures to avoid are proposed.

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<sup>15</sup> <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-13-Historic-cultural-p>

## 14. Transportation

[Find help with answering transportation questions<sup>16</sup>](#)

- a. **Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.**

The site will be accessed from Birley Road then Skyview Drive to the location.

- b. **Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?**

Not applicable

- c. **Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle, or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).**

No

- d. **Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.**

No

- e. **How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?**

One vehicle semi-monthly. Typical maintenance schedule.

- f. **Will the proposal interfere with, affect, or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.**

No

- g. **Proposed measures to reduce or control transportation impacts, if any:**

None are necessary

## 15. Public services

[Find help answering public service questions<sup>17</sup>](#)

- a. **Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.**

No. The site is unmanned. There is no increased need for public services beyond those which are already provided.

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<sup>16</sup> <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-14-Transportation>

<sup>17</sup> <https://ecology.wa.gov/regulations-permits/sepa/environmental-review/sepa-guidance/sepa-checklist-guidance/sepa-checklist-section-b-environmental-elements/environmental-elements-15-public-services>

b. Proposed measures to reduce or control direct impacts on public services, if any.

None

## 16. Utilities

[Find help answering utilities questions<sup>18</sup>](#)

a. Circle utilities currently available at the site: **electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other:**

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

Centurylink – Fiber and utility trenching

Lewis County PUD – power and utility trenching

## C.Signature

[Find help about who should sign<sup>19</sup>](#)

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.



Type name of signee: Bill North

Position and agency/organization: The North Group, Inc.

Date submitted: May 7, 2025

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<sup>18</sup> <https://ecology.wa.gov/regulations-permits/sepa/environmental-review/sepa-guidance/sepa-checklist-guidance/sepa-checklist-section-b-environmental-elements/environmental-elements-16-utilities>

<sup>19</sup> <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-C-Signature>



Mail Processing Center  
Federal Aviation Administration  
Southwest Regional Office  
Obstruction Evaluation Group  
10101 Hillwood Parkway  
Fort Worth, TX 76177

Issued Date: 04/01/2025

Aeronautical Study No.  
2025-ANM-512-OE

## Exhibit E

Chad Rumsey  
Harmoni Towers, LLC-ChadR  
6210 Ardrey Kell Road  
Suite 450  
Charlotte, NC 28277

### \*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\*

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Monopole WA0007224 Mossyrock
Location:	Mossyrock, WA
Latitude:	46-32-44.85N NAD 83
Longitude:	122-30-16.60W
Heights:	1062 feet site elevation (SE) 150 feet above ground level (AGL) 1212 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

Emissions from this site must be in compliance with the parameters set by collaboration between the FAA and telecommunications companies and reflected in the FAA 5G C band compatibility evaluation process (such as power, frequencies, and tilt angle). Operational use of this frequency band is not objectionable provided the Wireless Providers (WP) obtain and adhere to the parameters established by the FAA 5G C band compatibility evaluation process. **Failure to comply with this condition will void this determination of no hazard.**

#### See attachment for additional condition(s) or information.

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M Change 1.

This determination expires on 10/01/2026 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (817) 222-5935, or kenneth.patterson@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2025-ANM-512-OE.

**Signature Control No: 645616945-652414297**

( DNE )

Ken Patterson  
Specialist

Attachment(s)  
Additional Information  
Frequency Data  
Map(s)

cc: FCC

**BASIS FOR DECISION**

Part 77 authorizes the FAA to evaluate a structure or object's potential electromagnetic effects on air navigation, communication facilities, and other surveillance systems. It also authorizes study of impact on arrival, departure, and enroute procedures for aircraft operating under visual or instrument flight rules, as well as the impact on airport traffic capacity at existing public use airports. Broadcast in the 3.7 to 3.98 GHz frequency (5G C band) currently causes errors in certain aircraft radio altimeters and the FAA has determined they cannot be relied upon to perform their intended function when experiencing interference from wireless broadband operations in the 5G C band. The FAA has adopted Airworthiness Directives for all transport and commuter category aircraft equipped with radio altimeters that prohibit certain operations when in the presence of 5G C band

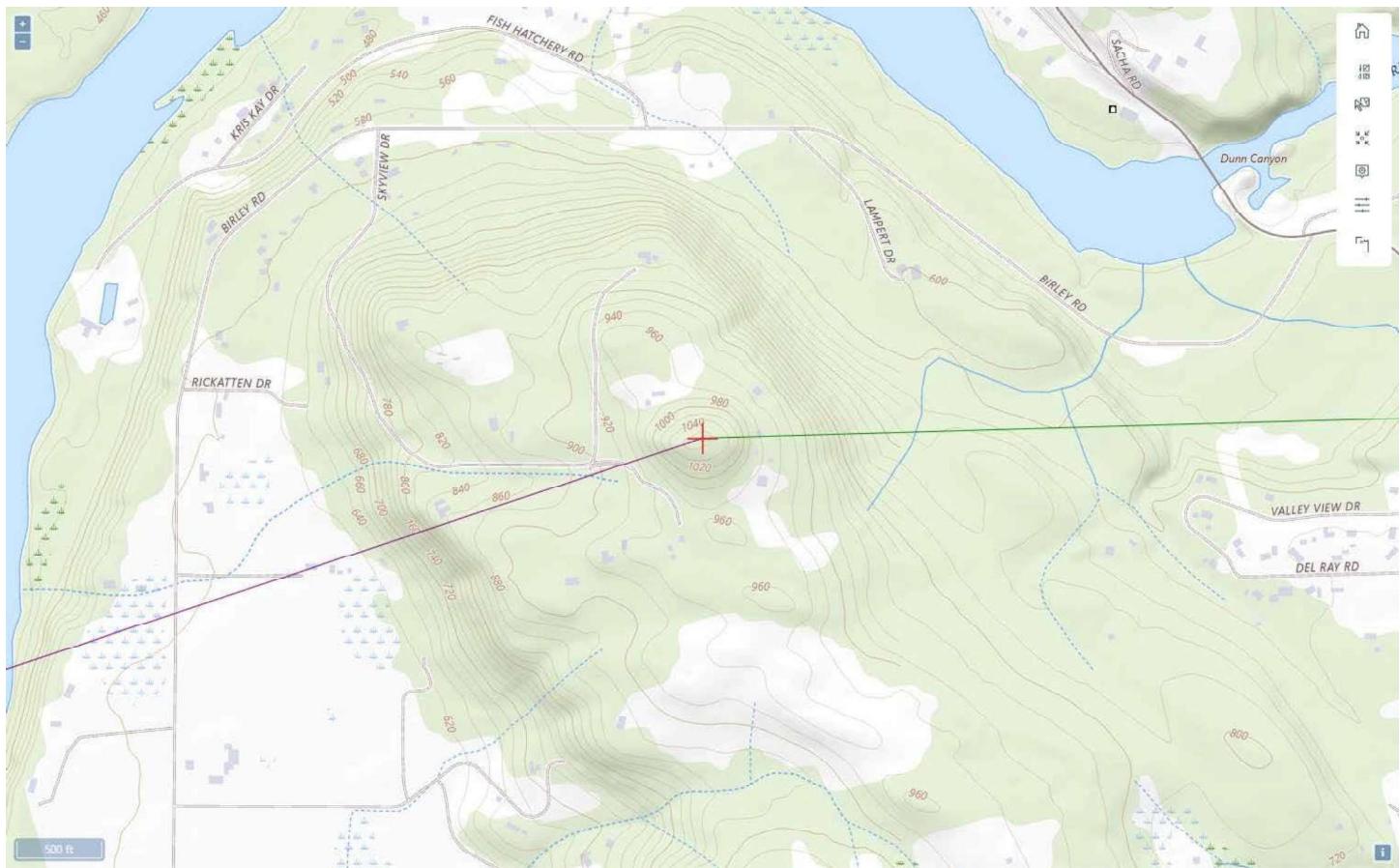
This determination of no hazard is based upon those mitigations implemented by the FAA and operators of transport and commuter category aircraft, and helicopters operating in the vicinity of your proposed location. It is also based on telecommunication industry and FAA collaboration on acceptable power levels and other parameters as reflected in the FAA 5G C band evaluation process.

The FAA 5G C band compatibility evaluation is a data analytics system used by FAA to evaluate operational hazards related to aircraft design. The FAA 5G C band compatibility evaluation process refers to the process in which the telecommunication companies and the FAA have set parameters, such as power output, locations, frequencies, and tilt angles for antenna that mitigate the hazard to aviation. As the telecommunication companies and FAA refine the tools and methodology, the allowable frequencies and power levels may change in the FAA 5G C band compatibility evaluation process. Therefore, your proposal will not have a substantial adverse effect on the safe and efficient use of the navigable airspace by aircraft provided the equipment and emissions are in compliance with the parameters established through the FAA 5G C band compatibility evaluation process.

**Frequency Data for ASN 2025-ANM-512-OE**

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	55	dBW
6	7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	2000	W
614	698	MHz	1000	W
698	806	MHz	1000	W
806	824	MHz	500	W
806	901	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W
3700	3980	MHz	3280	W
3700	3980	MHz	1640	W

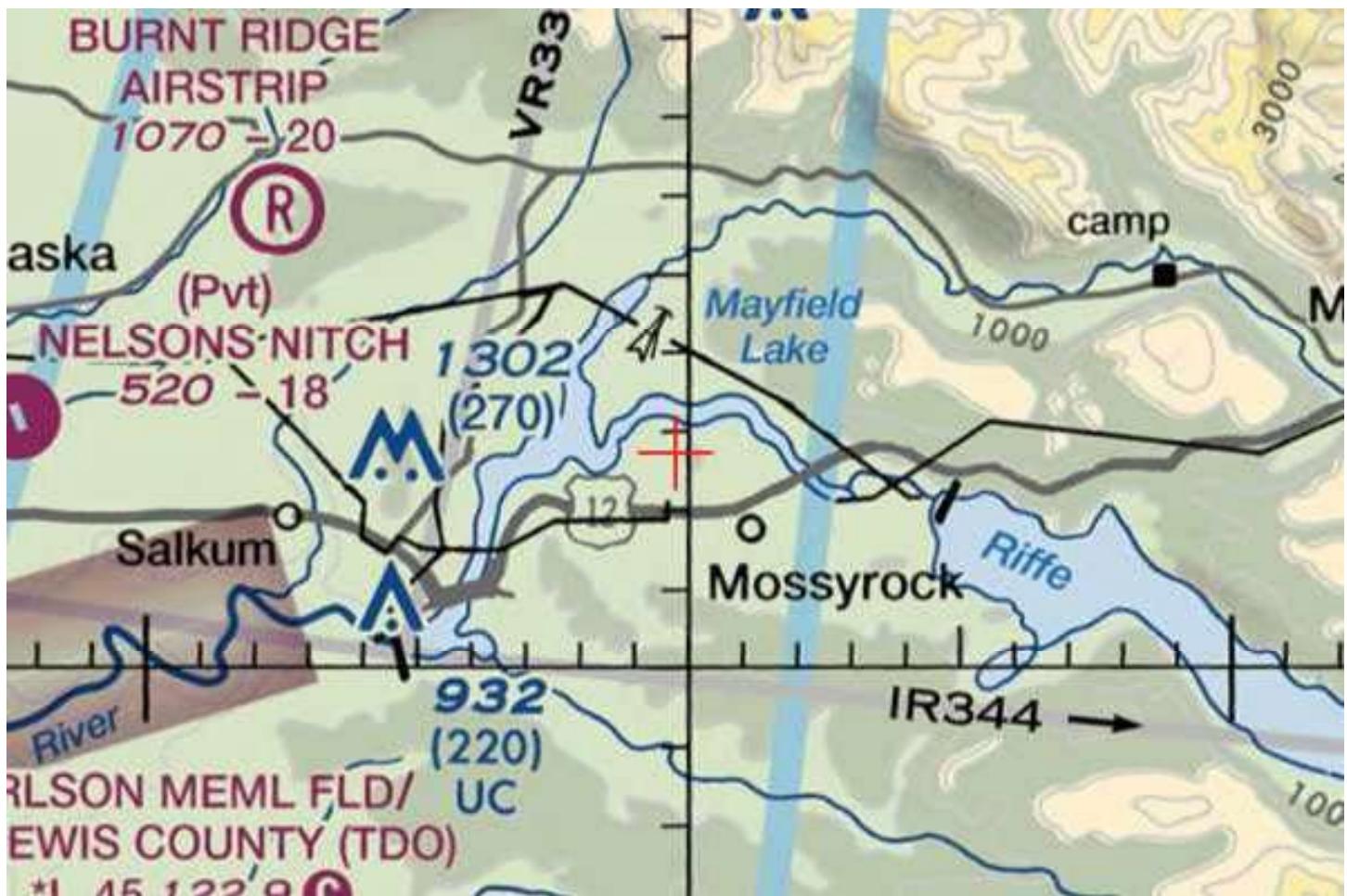
# Verified Map for ASN 2025-ANM-512-OE



TOPO Map for ASN 2025-ANM-512-OE



Sectional Map for ASN 2025-ANM-512-OE





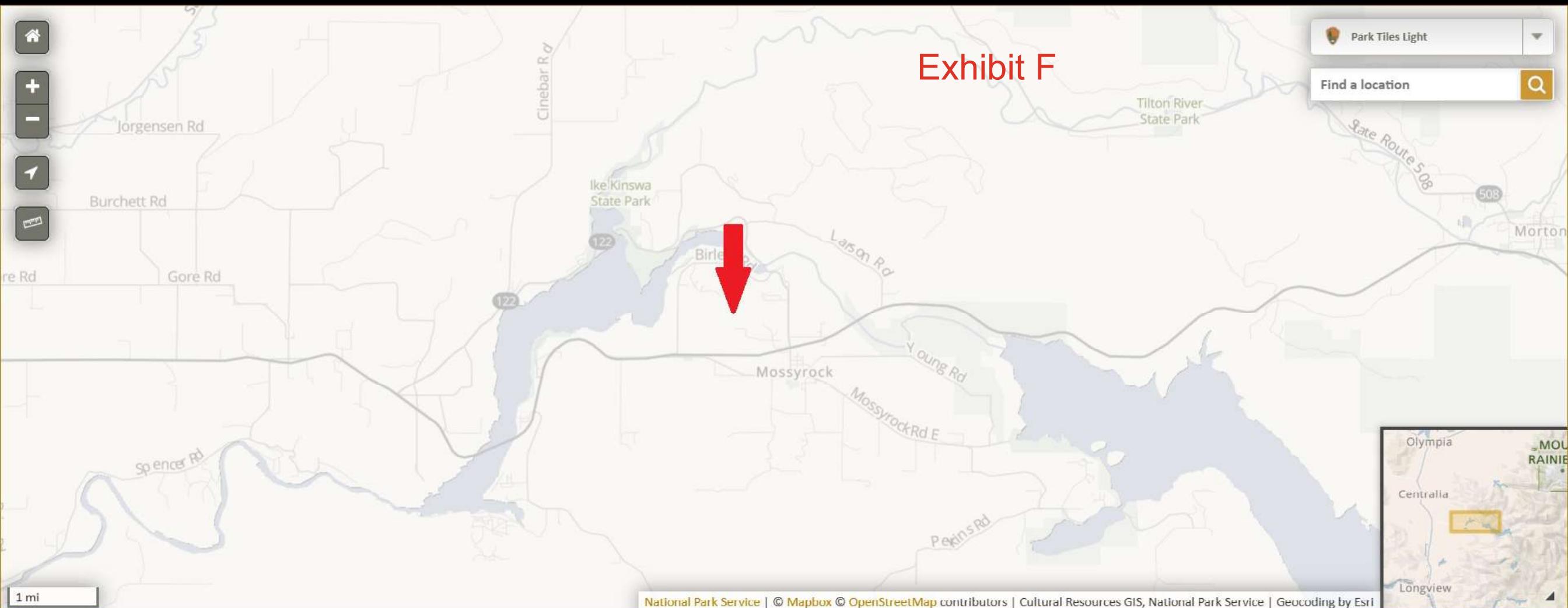
# National Register of Historic Places

Public, non-restricted data depicting National Register spatial data processed by the Cultural Resources GIS facility. Last minor update, September 2020.

National Park Service  
U.S. Department of the Interior



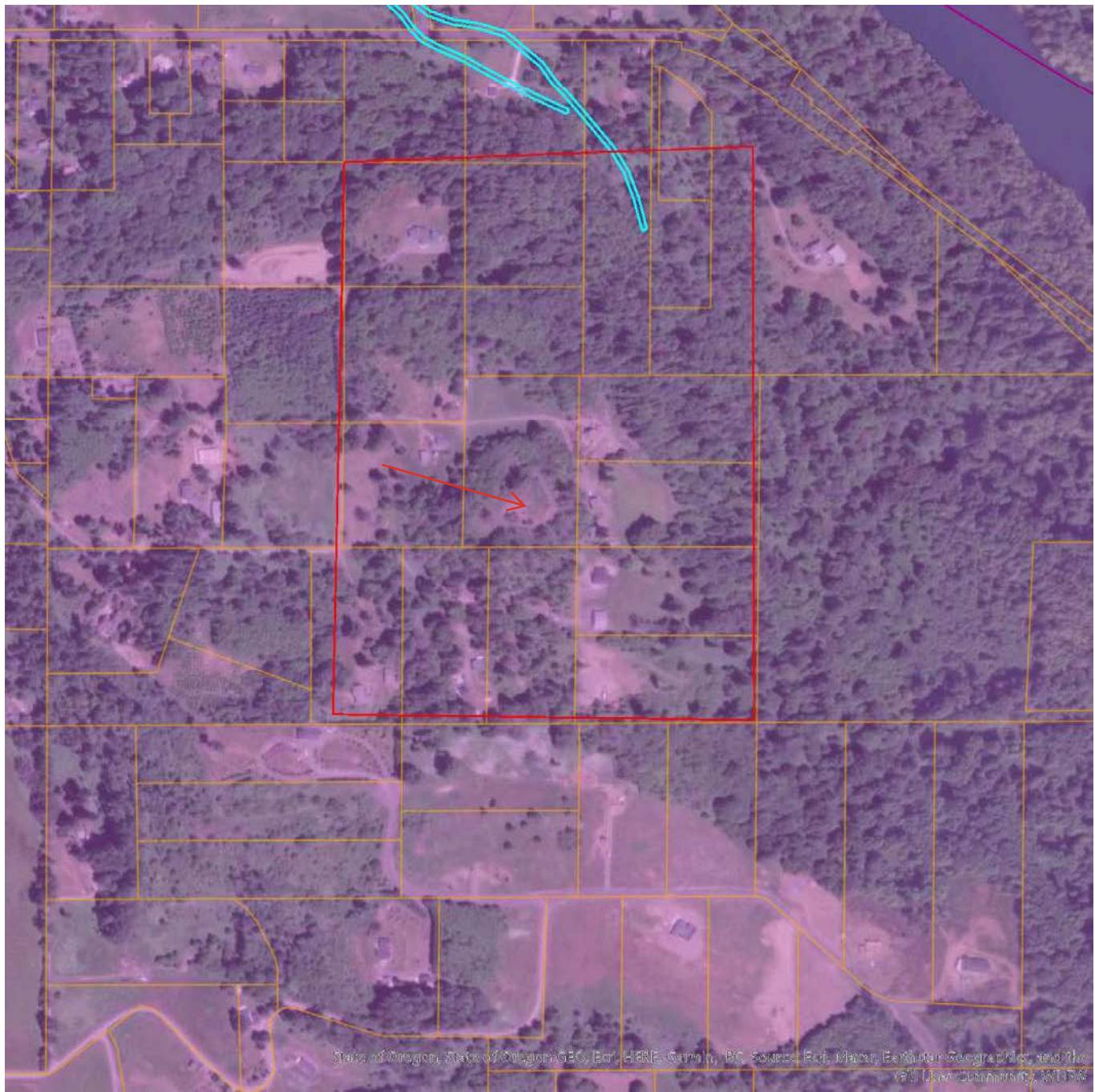
## Exhibit F



National Park Service | © Mapbox © OpenStreetMap contributors | Cultural Resources GIS, National Park Service | Geocoding by Esri



# Priority Habitats and Species on the Web



Report Date: 04/29/2025

## PHS Species/Habitats Overview:

Occurrence Name	Federal Status	State Status	Sensitive Location
Rocky Mountain elk	N/A	N/A	No
Riverine	N/A	N/A	No

## PHS Species/Habitats Details:

Rocky Mountain elk	
Scientific Name	<i>Cervus elaphus nelsoni</i>
Priority Area	Regular Concentration
Accuracy	General locality
Notes	ROCKY MOUNTAIN AND ROOSEVELT ELK WINTER RANGE. MOUNT ST HELENS AND MOUNTRAINIER HERDS.
Source Record	918522
Source Dataset	PHSREGION
Source Name	BENDER, LOU WDFW REG5
Source Entity	WA Dept. of Fish and Wildlife
Federal Status	N/A
State Status	N/A
PHS Listing Status	PHS LISTED OCCURRENCE
Sensitive	N
SGCN	N
Display Resolution	AS MAPPED
ManagementRecommendations	<a href="http://wdfw.wa.gov/publications/pub.php?id=00614">http://wdfw.wa.gov/publications/pub.php?id=00614</a>
Geometry Type	Polygons

Riverine	
Priority Area	Aquatic Habitat
Site Name	N/A
Accuracy	NA
Notes	Wetland System: Riverine - NWI Code: R4SBA
Source Dataset	NWIWetlands
Source Name	Not Given
Source Entity	US Fish and Wildlife Service
Federal Status	N/A
State Status	N/A
PHS Listing Status	PHS Listed Occurrence
Sensitive	N
SGCN	N
Display Resolution	AS MAPPED
ManagementRecommendations	<a href="http://www.ecy.wa.gov/programs/sea/wetlands/bas/index.html">http://www.ecy.wa.gov/programs/sea/wetlands/bas/index.html</a>
Geometry Type	Polygons

DISCLAIMER. This report includes information that the Washington Department of Fish and Wildlife (WDFW) maintains in a central computer database. It is not an attempt to provide you with an official agency response as to the impacts of your project on fish and wildlife. This information only documents the location of fish and wildlife resources to the best of our knowledge. It is not a complete inventory and it is important to note that fish and wildlife resources may occur in areas not currently known to WDFW biologists, or in areas for which comprehensive surveys have not been conducted. Site specific surveys are frequently necessary to rule out the presence of priority resources. Locations of fish and wildlife resources are subject to variation caused by disturbance, changes in season and weather, and other factors. WDFW does not recommend using reports more than six months old.



Photo Location Map

0' 240' 480' 960'



Visual impact will be affected by location and visibility of observer. This document is for planning and information purposes only and is purely conceptual. This is solely the designers / photographers interpretation of the proposed development.



Address: 262 SKYVIEW DR  
MOSSYROCK, WA 98564

# Mossyrock

## WA0007224

Proposed Structure Height: 150.0' AGL  
Proposed Antenna Height: 150.0' AGL  
Description:  
Proposed antennas w/ associated ancillary equipment attached to a new 150.0' monopole within 50'x50' fenced lease area. Monopole to be painted a "non-reflective gray". Future carreirs shown on monopole.

VIEW 1



Existing Conditions - Looking South



Proposed Conditions - Looking South



Visual impact will be affected by location and visibility of observer. This document is for planning and information purposes only and is purely conceptual. This is solely the designers / photographers interpretation of the proposed development.

Address: 262 SKYVIEW DR  
MOSSYROCK, WA 98564

# Mossyrock

WA0007224

Proposed Structure Height: 150.0' AGL  
Proposed Antenna Height: 150.0' AGL  
Description:  
Proposed antennas w/ associated ancillary equipment attached to a new 150.0' monopole within 50'x50' fenced lease area. Monopole to be painted a "non-reflective gray". Future carreirs shown on monopole.

VIEW 2



Existing Conditions - Looking East



Proposed Conditions - Looking East

# Mossyrock

## WA0007224

Proposed Structure Height: 150.0' AGL  
Proposed Antenna Height: 150.0' AGL  
Description:  
Proposed antennas w/ associated ancillary equipment attached to a new 150.0' monopole within 50'x50' fenced lease area. Monopole to be painted a "non-reflective gray". Future carreirs shown on monopole.

VIEW 3



Existing Conditions - Looking East



Proposed Conditions - Looking East



Visual impact will be affected by location and visibility of observer. This document is for planning and information purposes only and is purely conceptual. This is solely the designers / photographers interpretation of the proposed development.

Address: 262 SKYVIEW DR  
MOSSYROCK, WA 98564

# Exhibit I



