

BALDY MOUNTAIN COMMUNICATION SITE LEASE AGREEMENT BETWEEN THE CITY OF SANDPOINT AND AVISTA CORPORATION

This Baldy Mountain Communication Site Lease Agreement (hereinafter "Agreement") effective 11/01/2024 is made and entered into by and between the City of Sandpoint, Idaho, a municipal corporation, 1123 Lake Street, Sandpoint, Idaho 83864 (hereinafter referred to as "City"), and Avista Corporation a Washington corporation, 1411 E. Mission Avenue, Spokane, Washington 99220-3727 (hereinafter referred to as "Lessee"), as of the Effective Date (as hereinafter defined). The City grants to Lessee a lease of Parcel 1 of Baldy Mountain (9,628 square feet of land area) as depicted on the Record of Survey Map on Exhibit A, attached hereto and incorporated herein and hereinafter referred to as the ("Site").

SECTION 1 - OCCUPANCY

1.01 Term. The initial term of this Lease is for five (5) years and two (2) months beginning November 01, 2024 ("Commencement Date") and expiring on December 31, 2029 ("Termination Date"). Lessee shall have no less than three (3) consecutive options to renew this Lease for an additional 5 year term by providing Lessor with notice of Lessee's intent to renew at least ninety (90) days prior to the expiration of the then current term..

1.02 Non-Default Termination. This Lease is not subject to termination by either party unless Lessee breaches terms of this Agreement. In the event the City terminates the Lease as authorized in this section, Rent (as defined below) shall be prorated to the Termination Date.

1.03 No Warranty of Quiet Enjoyment. The City makes no warranty of quiet enjoyment of the Site.

1.04 Condition of Site. Lessee has had an opportunity to inspect the Site and enters into this Lease solely in reliance on Lessee's own examination and not by reason of any representation by the City. Lessee accepts the Site in its present condition "AS IS WHERE IS". Lessee shall not rely on any opinion, material, or information provided by or through the City, and Lessee leases the site at its own risk, cost, and expense.

1.05 No Holding Over. There shall be no holding over by Lessee after the Termination Date, and the failure by Lessee to deliver possession of the Site to the City on or prior to the Termination Date shall be deemed a trespass by Lessee and Lessee shall owe the City amounts allowed under the terms of this Agreement.

1.06 Failure to Vacate. If the City notifies Lessee that it is terminating this Lease as provided for under Section 1.02, and to vacate the Site as provided herein, and Lessee fails to do so within the time set forth in the City's notice, Lessee will be a trespasser and shall owe the City rent and/or will forfeit any security deposit paid for City's removal of any structures and/or equipment.

SECTION 2 - USE OF SITE

2.01 Permitted Use. Lessee's use of the Site shall be to install, maintain, repair, and operate electronic equipment as described in, approved, and signed the Baldy Mountain Communication Site Transmission

Facilities Information Sheet(s), attached as **Exhibit D**. New or amended Technical Data Sheets may be added upon written approval by the City.

2.02 Reservation by City.

1. Inspection. Lessee shall permit the City and persons authorized by the City to enter the Site during business hours and at all other reasonable times for the purpose of inspecting the installations, equipment or units, provided that, except in case of an emergency, the City shall provide Lessee at least seven (7) calendar days prior written notice to enable Lessee to arrange to accompany the City to protect the integrity of its equipment. An emergency is defined as an event posing an imminent threat of bodily injury, property damage, or critical equipment failure. In the event of an emergency, the City and persons authorized by the City may enter the Site and any Improvements thereon at any time without notice. This clause shall not be construed to impose on the City a duty to inspect.
2. Compatible Uses. The City reserves for itself, its successors and assigns, the right at all times for any purpose to cross and re-cross the Site at any place or grade, to grant easements and licenses over the Site, to sell, lease, or otherwise dispose of minerals, coal, oil, timber, gas, or other valuable materials from the Site insofar as such uses are compatible with Lessee's permitted use of the Site. The City shall exercise such reserved rights in a manner that does not unreasonably interfere with Lessee's permitted use of the Site.

SECTION 3 PAYMENT

3.01 Payment. Payments made hereunder will be as follows:

1. Rent. Lessee shall pay within thirty (30) days from the date the last Party executes this lease Thirteen Thousand Six Hundred Seventy-Three Dollars and Thirty-One Cents (\$13,673.31) for the period November 01, 2024 thru December 31, 2025. Annually on January 01 thereafter, for the remaining term of this Lease, Rent is subject to adjustment as set forth in Section 3.02 (collectively, "Rent"). The initial rent for above period is calculated as follows:
 - a. Rent for 2,500 square feet of Land Area: 426 days @ 10.425/day = \$4,441.05
 - b. Rent for Land Area over 2,500 square feet: 7,128 @\$0.88/square foot = \$6,272.64
Total land area is surveyed at 9,628 square feet
 - c. Rent for each Lessee Radio Unit – Qty 3 units: 986.54 x 3 = \$2,959.62
2. Deposit. The deposit shall be waived for Lessee.
3. Road Use Fee. Lessee shall pay Five Hundred Dollars (\$500.00) annually or fee as set forth in Section 3.02 below beginning January 01, 2026. The Road Use Fee for the period November 01, 2024 – December 31, 2025 shall be waived as part of work Lessee performed on road during construction of site. Beginning January 01, 2026 and annually thereafter for the remaining term of this Lease, the Road Use Fee is subject to adjustment as set forth in Section 3.02 below.

3.02 Adjustment.

1. Periodic Adjustment.

a. Rent Adjustment. On January 01 each year, the Rent will increase by two percent (2%), including the portion of rent derived from Sublessees.

b. Road Use Fee. The Road Use Fee may be adjusted/increased on January 01 each year at the discretion of the City with a maximum annual adjustment of 5%.

2. Equipment Change Adjustment. Rent will be adjusted when new equipment is added to or removed from the Site according to the City's "Baldy Mountain Communication Site Lease Rent Schedule", then in effect or market value.

3. Rent from Sublessees. From and after the commencement of any sublease, license or any other occupancy agreement between Lessee and any and all sublessees, licensees, and any other such third parties (collectively, "Sublessees") to occupy the Site, the Rent shall be due according to Section 3.01 and will be adjusted by two percent (2%) annually on January 01. Such increase in Rent will be prorated from the commencement date of each such subsequent occupancy agreement with such Sublessee to the next succeeding January 01. If the term of the sublease, license, or other occupancy agreement with such Sublessee shall expire or terminate prior to the expiration or termination of this Lease, the Rent shall be reduced proportionate to the number of days remaining until the next January 01 date to reflect such expiration or termination.

4. Change in Use. The City shall pro rate Rent to Lessee to reflect any changes in occupancy made prior to January 01. If Lessee fails to notify the City of any additional occupancy or use, the City shall charge the value of the use from the date that such occupancy or use began. Should the date that such occupancy or use began be indeterminable, the City shall charge no less than one (1) years' Rent.

The City shall not be required to refund Rent, or any portion thereof, for removal of any and/or all equipment. Rent will be adjusted for removals upon the next January 01.

5. Change in Costs. The City reserves the right to increase the rent or fees described in this Section in the event expenses exceed the periodic increases previously described herein, which shall be paid by the Lessee as part of the Payment under this Agreement.

3.03 Verification of Percentage Rent

1. Payment Statement. At any time during the term of this Lease, but no more than twice per year beginning with the Commencement Date, City may require that Lessee submit to City an accurate statement detailing the source and amount of Lessee's receipt of all Sublessee's rent or other similar payments for the lease year (or period owed) (the "Payment Statement"). Each Payment Statement shall be signed and certified to be correct by an individual or officer of Lessee who is fully authorized to execute such statement on behalf of Lessee.

2. Inspection of Records. Lessee shall permit and make available to the City all Sublessee agreements, payment records, and all other records related to the computation of Rent, including Rent from Sublessees, owed. Inspection of such records may be electronically, City of Sandpoint City Hall, or at a physical location mutually agreeable between the City and Lessee. The City shall provide Lessee at least fourteen (14) calendar days' prior written notice before the City inspects such records. This clause shall not be construed to impose a duty on the City to inspect any such records. Prior to, during, and after such inspection by the City, Lessee or an authorized representative of Lessee shall maintain physical custody of all such Lessee records. Once per calendar year, the City may submit a written request to Lessee for a certified business summary affidavit pertaining to Lessee's Rent obligations for Sublessees for the prior twelve (12) month period, and Lessee shall provide such written report to the City within sixty (60) days after Lessee's receipt of such written request. The City shall send such written request to Lessee's notice address set forth in this Lease.

3. Incorrect Payments. If the Payment Statement or the City's inspection of records shows that Lessee failed to notify the City of any Sublessee agreement, the City shall charge the value of the change in occupancy from the date of the change in occupancy. Should the date of change in occupancy be indeterminable, the City shall charge no less than fifteen percent (15%) of one (1) years' Rent. If the Payment Statement or City inspection of records shows that Lessee underpaid the City for any Sublessee agreement, Lessee shall immediately pay the City the amount owed.

3.04 Utilities. Lessee shall pay or cause to be paid when due, and shall indemnify, defend, and hold harmless the City and the Site from all charges for public or private utility services to or for the Site during the term of this Lease, including without limiting the generality of the foregoing, all charges for heat, light, electricity, water, gas, telephone service, garbage collection, and sewage and drainage service, if applicable.

SECTION 4 - SPECIAL REQUIREMENTS

4.01 Electronic Standards. Lessee shall comply with the standards in the "Minimum Communication Site Standards", attached as "Exhibit C". The City reserves the right to amend the standards set forth in "Exhibit C". Lessee shall be informed of such amendments and given six (6) months to comply after receipt of written notice.

4.02 Compliance with Laws. Lessee shall conform to all applicable laws and regulations of applicable governmental authority affecting the Site and the use thereon and assume, at Lessee's sole expense, any costs of such compliance including any fines and/or penalties. Lessee shall obtain all federal, state, and local permits and licenses necessary to operate under this Lease.

4.03 Fire. To the extent possible, Lessee shall protect the Site from fire and shall report any fires on the Site to the City, by phone, as soon as possible.

4.04 Debris. Lessee shall not allow debris or refuse to accumulate on the Site.

4.05 Frequency Interference. Lessee, upon written or verbal notification by the City, shall immediately take remedial action to eliminate interference with other operators at the Site or at nearby locations caused by Lessee's operations. In the event Lessee fails to eliminate the interference within 72 hours of notification, the City will have the right to disconnect power to any transmitters causing interference. If the interference affects emergency services or public safety, the City shall have a right to disconnect power to any transmitter causing interference immediately upon contacting Lessee. For the purposes of this section, the City shall be deemed to have contacted Lessee when the City places a call to the Avista Network Operations Center (NOC) for 24/7 response at (509)495-4662. .

4.06 New Equipment/Frequencies. Lessee shall not change or add frequencies, equipment or units without submitting new or amended Technical Data Sheets for the City's prior written authorization. If Lessee fails to comply with this requirement, the City shall have the option to declare Lessee in material breach and exercise the rights set forth under Section 6 Default, or to authorize the equipment to remain subject to the rent provisions set forth herein. When Lessee changes or adds frequencies, upon written approval by the City, the priority rights for the new frequencies will be the date of approval shown on the new approved Technical Data Sheet. A new Lessee operation shall not interfere electronically or physically with an existing Lessee's operations.

4.07 FCC License. Lessee shall operate its equipment and units in compliance with the rules and regulations of the Federal Communications Commission ("FCC"). Within thirty (30) days of the beginning of operation and any subsequent renewals, Lessee shall furnish the City with a copy of its current FCC license and subsequent renewals to the address as shown on the signature page.

4.08 Hazardous, Toxic, or Harmful Substances.

1. Deleterious Material. Lessee shall not make, or suffer to be made, any filling in of the Site or any deposit of rock, earth, ballast, refuse, garbage, waste matter, chemical, biological, or other wastes, hydrocarbons, any other pollutants, or other matter within or upon the Site, except as approved in writing by the City. If Lessee fails to remove all non-approved fill material, refuse, garbage, wastes, or any other of the above materials from the Site, Lessee agrees that the City may, but is not obligated to, remove such materials and charge Lessee for the cost of removal and disposal. Lessee's obligation to reimburse the City for removal and disposal shall survive termination of this Lease.

2. Hazardous, Toxic, or Harmful Substances.

a. Lessee shall not keep on or about the Site, any substances subject to regulation under any state or federal government regulation; any hazardous substance or hazardous waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9602 et seq.) and implementing regulations, as these laws are amended from time to time; underground storage tanks, whether empty, filled, or partially filled with any substance; asbestos; urea formaldehyde foam insulation; PCBs; and any other substance, waste, material, or chemical deemed or defined as hazardous, toxic, a pollutant, contaminant, dangerous or potentially dangerous, noxious, flammable, explosive, or radioactive, the removal of which is required or the manufacture,

preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or shipment of which is restricted, prohibited, regulated, or penalized by any federal, state, county, municipal or other local governmental statute, regulation, ordinance, or resolution as these laws are amended from time to time (hereinafter collectively referred to as "Hazardous Substances") unless such are necessary to carry out Lessee's permitted use under Subsection 2.01 and unless Lessee fully complies with all federal, state, and local laws, regulations, statutes, and ordinances now in existence or as subsequently enacted or amended pertaining to the use, presence, transportation, or generation of such Hazardous Substances.

b. Lessee shall immediately notify the City and any other required regulatory agencies, as applicable, of any of the following:

- (1) all spills or releases of any Hazardous Substance in, on, or adjacent to the Site;
- (2) all failures to comply with any federal, state, or local law, regulation, or ordinance, as now enacted or as subsequently enacted or amended, pertaining to the use, presence, transportation, or generation of any Hazardous Substance in, on, or adjacent to the Site;
- (3) all inspections of the Site by, or any correspondence, orders, citations, or notifications from any regulatory entity concerning Hazardous Substances affecting the Site; and
- (4) all regulatory orders or fines, or all response or interim cleanup actions taken by or proposed to be taken by any government entity or private party concerning the Site.

Also, on request, Lessee shall provide copies to the City of any and all correspondence, pleadings, and/or reports received by or required of Lessee or issued or written by Lessee or on Lessee's behalf with respect to the use, presence, transportation, or generation of Hazardous Substances in, on, about, or adjacent to the Site.

c. Lessee shall be fully and completely liable to the City, and, to the extent permitted by law, shall indemnify, defend, and hold harmless the City and its employees, officers, and agents with respect to any and all damages, costs, fees (including attorney's fees and costs), penalties (civil and criminal), and cleanup costs assessed against or imposed as a result of Lessee's use, disposal, possession, transportation, generation, and/or sale of Hazardous Substances or that of Lessee's employees, agents, assigns, Sublessees, contractors, subcontractors, licensees, or invitees and for any other breach of this Section 4.08, except to the extent that any such damages are caused by Lessor, its employees, agents, assigns, contractors, subcontractors, licensees or invitees. Lessee's obligations under this Section 4.08 shall survive termination of this Lease.

4.09 Non-Ionizing Electromagnetic Radiation (NIER). Lessee shall comply with standards or requirements in effect for non-ionizing electromagnetic radiation levels as established by the Environmental Protection Agency (EPA) or other local governing agencies.

SECTION 5 - ASSIGNMENT, INSURANCE, INDEMNITY

5.01 Assignment. Lessee shall not hypothecate, mortgage, assign, transfer, or otherwise alienate this Lease ("Assignment"), or any interest therein, with the exception of agreements with Sublessees, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. The consent of the City to any one Assignment shall not constitute a waiver of the City's right to consent to subsequent Assignments, nor shall consent of the City to any one Assignment relieve any party previously liable as Lessee from any obligations under this Lease. The acceptance by the City of the payment of Rent following an Assignment shall not constitute consent to any Assignment and the City's consent shall be evidenced only in writing.

5.02 Subletting. Notwithstanding the restrictions on Assignment of this Lease, Lessee has the right, at its sole discretion and without the City's consent, to sublease, or otherwise enter into occupancy and use arrangements of the Site with Sublessees, subject to the terms of this Lease. Upon any permitted subletting in accordance with this Section, Lessee shall provide the City prior notice including the name of such Sublessee utilizing the Site.

5.03 Indemnification and Insurance

- 1. Indemnity.** Lessee shall indemnify and hold the City, its officials, officers, employees, agents and assigns, harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred or that arise as a result of and which are caused by the Lessee's wrongful acts or omissions in the performance of its duties under this Agreement. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of the City, its officials, officers, employees, agents or assigns. Nothing contained in this indemnification provision shall waive, in any manner, the limits of liability provided to the CITY specified in Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act.

- 2. Insurance:**

At all times material hereto, the Lessee shall keep and maintain a policy or policies of insurance covering losses resulting from general liability, personal injury and property loss, in amounts no less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate, for any losses sustained as a result of performance of its duties and responsibilities under this Agreement, naming the City as an additional insured on each such policy or policies of insurance. The Lessee shall provide the City with proof of such insurance for the entire term of this Agreement. The Lessee shall also keep and maintain an automobile insurance policy or policies for each of its employees, in the same amounts stated above, insuring against losses related to operation of its vehicles in performance of its duties under this Agreement, naming the City as an additional insured on each such policy or policies. All employees of the Lessee are deemed its employees only, and Lessee shall be responsible for carrying proper Workers' Compensation coverage on any such employees. Proof of automobile insurance coverage and Workers' Compensation coverage shall also be provided to the City for the entire term of this Agreement. Notwithstanding the foregoing, the

requirements of this Section 5.03(2) may be met with a combination of self-insurance retention and excess coverage to satisfy the insurance requirements and limits as outlined in this Section 5.03(2).

5.04 Name Change. If during the term of this Lease, Lessee changes its name, Lessee shall provide the City with documentation legally supporting the name change within sixty (60) days of the effective date of the change.

SECTION 6 - DEFAULT

6.01 Breach by Lessee. In the event of any breach ("breach") of any provision of this Lease by Lessee, the breach, whether material or not, shall be deemed a default entitling the City to cancel this Lease and seek any other remedies set forth in this Lease or otherwise available at law or equity, after the City has delivered to Lessee notice of the breach and a demand that the same be remedied immediately; provided Lessee shall, with respect to the payment of undisputed monies due, not be in breach if Lessee cures the breach within forty-five (45) days of receipt of the notice, or if the breach pertains to a matter other than the payment of any monies due under this Lease, and Lessee shall after receipt of the notice promptly commence to cure the breach and shall cure the breach within sixty (60) days after receipt of the notice; provided, however, if such breach is non-monetary in nature, and, as determined by the City, is not reasonably susceptible of being cured in said sixty (60) days (provided that the lack of funds, or the failure or refusal to spend funds, shall not be an excuse for a failure to cure), Lessee shall commence to cure such breach within said period and diligently pursue such action with continuity to completion. If Lessee fails to cure a breach within the time periods specified above, all Lessee-Owned Improvements (as defined below) shall at the option of the City be removed by Lessee, or be removed by the City at the cost to Lessee.

6.02 Reentry. In the event of any breach by Lessee, the City shall have the right, with or without canceling the Lease, to reenter the Site and remove all persons and property from the Site and take whatever actions may be necessary or advisable to relet, protect or preserve the Site. Any property so removed may be stored in a public warehouse or other suitable place or otherwise disposed of in the City's discretion at the expense and for the account of Lessee. The City shall not be responsible for any damages or losses suffered by Lessee as a result of such reentry, removal, storage or other disposition, and no such action shall be construed as an election to terminate this Lease unless a written notice of termination is given to Lessee.

6.03 Termination of Agreements. Whether or not the City terminates this Lease on account of any breach by Lessee and subject to any non-disturbance and attornment agreements, if any, the City shall have a right to terminate any and all subleases, licenses, concessions or other arrangement for possession affecting Site. Alternatively, the City, in its sole discretion, may succeed to Lessee's interest in such sublease, license, concession or arrangement, and Lessee shall have no further right to or interest in the rent or other consideration receivable thereunder.

6.04 Right to Cure. If Lessee fails to perform any undertaking or promise contained herein, the City shall have the right but not the obligation to make such performance thirty (30) days after expiration of the default cure periods stated in Section 6.01 above. Lessee shall reimburse the City for any City expenditures to correct Lessee's failure to perform.

6.05 Remedies Cumulative. The specified remedies to which the City or Lessee may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the City or Lessee may lawfully be entitled in case of any breach or threatened breach by the City or Lessee of any provision of this Lease.

6.06 Insolvency. If a receiver or trustee is appointed to take possession of all or substantially all of the assets of Lessee; or if any action is taken or suffered by Lessee pursuant to an insolvency, bankruptcy or reorganization act; or if Lessee makes a general assignment for the benefit of its creditors; and if such appointment, action or assignment continues for a period of thirty (30) days, it shall, at the City's option, constitute a material breach by Lessee.

SECTION 7 - ACCESS ROADS AND ROAD MAINTENANCE

7.01 Road Maintenance and Repair.

1. As seasonal conditions allow, the City shall provide road maintenance of the access to the Site except as otherwise provided herein. Road maintenance is defined as work normally necessary to preserve and keep the roads in their present condition or as hereafter improved. City will not perform snow plowing or removal services on the access road to the site.
2. In the event of a catastrophe, or the need for extraordinary road maintenance or repair, Lessee shall pay its pro rata share of the cost incurred in maintaining, repairing, or resurfacing said road or portion thereof, as determined by the City; provided that Lessee's pro rata share of such costs shall not exceed Five Thousand and No/100 Dollars (\$5,000.00) without Lessee's prior written consent ("Max Fee").
3. In the event Lessee's pro rata share of the costs exceeds the Max Fee and Lessee does not waive the Max Fee limitation, the City reserves the right to not repair the road, and in such case, the City shall not guarantee or warrant Lessee's access to the Site. Lessee assumes all risk of loss associated with accessing the Site.
4. Site Access Limitations – Lessee has examined the site and the access to the site and acknowledges the access road to the site is seasonally impaired. Lessee accepts the site and access to the site in its present condition and acknowledges and accepts the limited access. City makes no guarantee of access to the site as a result of seasonal conditions.

7.02 Road Repair. Lessee shall repair or cause to be repaired at its sole cost and expense that damage to said road(s) occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road(s). Within fifteen (15) days of the damage, Lessee shall meet with the City and provide a plan of operation for the repairs.

7.03 Road Improvements. Lessee shall not construct any improvements to roads where access has been provided by the City without the prior written consent of the City, which shall not be unreasonably withheld. Unless the City agrees to share in the cost of the improvement in writing, the improvements shall be at the sole cost of Lessee.

7.04 Insurance. The provisions under Section 5 Insurance/Indemnity, shall apply to Lessee's use of roads authorized herein.

SECTION 8 IMPROVEMENTS

8.01 Utilities. Prior to excavation, clearing, or construction, Lessee will employ a utility locator service, at no cost to the City, to check the Site for buried utilities.

8.02 Improvements. "Improvements" means anything considered a fixture in law placed upon or attached to the Site that has changed the value of the Site or any changes in the previous condition of the fixtures that changes the value of the Site, including without limitation any buildings, support structures, generators, and fuel tanks.

1. Unauthorized Improvements. Lessee shall not construct any Improvements unless authorized in writing by the City. All Improvements made on the Site without the written consent of the City are unauthorized and shall, at the option of the City, be removed by Lessee, or be removed by the City at the cost to Lessee.
2. Lessee-Owned Improvements. Those Improvements authorized by the City and located within the Site that have been (1) made by Lessee or a Sublessee, or (2) acquired by Lessee from the City, a prior tenant, or a Sublessee, shall be referred to herein as "Lessee-Owned Improvements." Lessee-Owned Improvements are listed on **Exhibit E**, attached hereto and incorporated herein. Lessee shall obtain prior written approval from the City for any Lessee-Owned Improvements to be added to or removed from the Lease Area sixty (60) days prior to installation or removal. The City's approval of Lessee's request to add or remove Improvements shall not be unreasonably withheld, conditioned, or delayed. Within sixty (60) days of the installation or removal of any new Lessee-Owned Improvements, Lessee and the City shall execute an amendment to this Lease to update the list of Lessee-Owned Improvements.

8.03 Maintenance and Repair of Lessee-Owned Improvements. Lessee shall maintain and repair all Lessee-Owned Improvements, at its own cost.

8.04 End of Term. Disposition of any Lessee owned out buildings, antennas, mounting hardware, cables, cable housing, radio units, batteries, duplexers, and all other personal property on the Site ("Equipment"), and all Lessee-Owned Improvements shall be disposed of in accordance with the following terms and conditions:

1. By the Termination Date, all Equipment and Lessee-Owned Improvements, including impervious surfaces and/or outbuildings, constructed or installed by or at the direction of Lessee shall be removed from the Site, except as otherwise provided in this Lease or as Lessee and the City otherwise agree in writing.
2. For any Equipment or Lessee-Owned Improvements left on the Site for longer than ninety (90) days after the Termination Date, the City shall have the right, at its option, to (i) deem any or all of such Equipment and/or Lessee-Owned Improvements abandoned and take

ownership thereof; or (ii) remove, sell, or dispose of such Equipment and Lessee-Owned Improvements as the City sees fit, in accordance with all applicable laws.

3. If the City removes any or all of the Equipment or Lessee-Owned Improvements from the Site as permitted herein, Lessee shall reimburse the City for costs.
4. Notwithstanding anything in this Lease or under applicable laws to the contrary, Lessee shall retain ownership of their Equipment and Lessee-Owned Improvements if the term of this Lease is extended by mutual written agreement of the City and Lessee or if Lessee re-leases the Site under a new lease with the City.

SECTION 9 - MISCELLANEOUS

9.01 Non-Waiver. Waiver by either party of strict performance or any provisions of this Lease shall not be a waiver of nor prejudice the party's right to require strict performance of the same provision or of any other provision of this Lease in the future.

9.02 Attorney Fees and Controlling Law. This Lease is to be governed by the law of the State of Idaho. The jurisdiction/venue for any action arising out of performance of this Contract, or interpretation of its terms and conditions, shall be in the District Court in the First Judicial District of the State of Idaho, Bonner County. In any action to enforce the terms and conditions of this Lease, the prevailing party may recover its reasonable attorney fees.

9.03 Notices.

1. Any notice given under this Lease shall be deemed received when delivered by hand or five (5) days after deposit in the United States mail with first class postage affixed addressed as follows: At the address given by each party in the signature block of this Lease. Changes of address may be given in accordance with this section.
2. Lessee shall endeavor to notify (email acceptable) the City within fourteen (14) calendar days of any change of address, business name, contact person's name or other changes that may affect the lease.

9.04 Liens. Lessee shall not suffer nor permit any lien to be filed against Lessee's leasehold interest in the Site or any Improvement thereon by reason of work, labor, services or materials performed or supplied to Lessee or anyone holding Site or any part thereof under this Lease. If any such lien is filed against Lessee's leasehold interest or any Improvements thereon, Lessee shall cause the same to be discharged of record within thirty (30) days after the date of filing the same unless other arrangements are authorized in writing by the City. Lessee shall indemnify the City for any costs, damages or expenses (including attorneys' fees) incurred as a result of the filing of such liens or in obtaining their discharge whether such costs, damages or expenses were incurred prior or subsequent to lease termination.

9.05 Force Majeure. The City's or Lessee's failure to perform any of its obligations under this Lease shall be excused if due to causes beyond its control and without the fault or negligence of the City or Lessee, including but not restricted to acts of God, acts of the public enemy, acts of any government, vandalism, fires, lightning, floods, epidemics or labor strikes.

9.06 Preservation of Markers. Any legal land subdivision survey corners, reference points or monuments are to be preserved. If such are destroyed or disturbed by Lessee, Lessee shall reestablish them by a licensed land surveyor in accordance with U. S. General Land Office standards at their own expense. Corners, reference points or monuments that must necessarily be disturbed or destroyed in the process of carrying out the operations allowed by this Lease must be adequately referenced and/or replaced. Such references must be approved by the City prior to removal of said corners, reference points or monuments.

9.07 Proprietary Information/Public Disclosure. Materials or information submitted as required in this Lease shall become public records within the meaning of Idaho Statute §74-102, Public Records Act. Any submitted materials or information that the Lessee claims as exempt from disclosure under the provisions of Idaho Statute §74-102 must be clearly designated and submitted in writing to the City. The page must be identified and the particular exemption from disclosure upon which the Lessee is making the claim must be identified as allowed within Idaho Statute §74-102.

The City will consider Lessee's request for exemption from disclosure; however, the City will make an independent decision on the applicability of any claimed exemption consistent with applicable laws. Marking the entire submitted materials or information exempt from disclosure cannot be honored.

9.08 Interpretation of Agreement. The Parties acknowledge that they participated equally in the drafting of this Agreement. No court of law or equity or other tribunal shall construe any part or portion of this Agreement as against any of the Parties hereto based on the identity of the drafters of this Agreement.

9.09 Severability. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

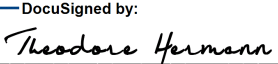
9.10 Effective Date. The date of this Lease shall be the date on which the last party executes this Lease ("Effective Date").

NOW THEREFORE, the parties by their authorized signing officers have executed this Lease Agreement:

CITY OF SANDPOINT
1123 Lake Street
Sandpoint, Idaho 83864

Name: Jeremy Grimm
Title: Mayor

AVISTA CORPORATION
1411 East Mission
PO Box 3727
Spokane, Washington 99220-3727

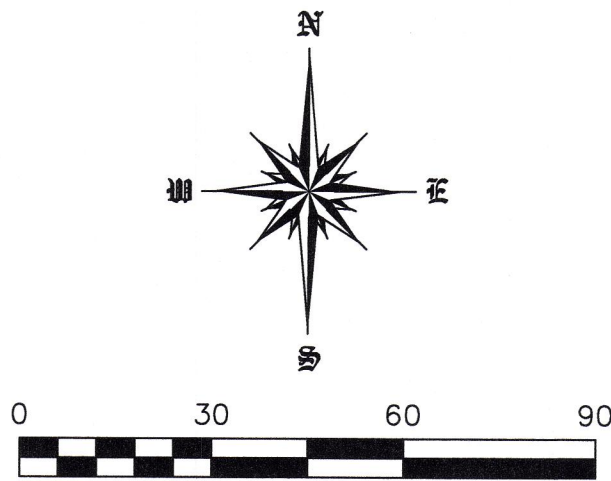
DocuSigned by:


Name: Theodore Hermann
Title: Manager, Real Estate

**EXHIBIT A
RECORD OF SURVEY MAP**

RECORD OF SURVEY ATTACHED

RECORD OF SURVEY
FOR
CITY OF SANDPOINT BALD MT
COMMUNICATIONS SITE
LYING IN A PORTION OF SECTION 35, TOWNSHIP 58 NORTH,
RANGE 3 WEST, BOISE MERIDIAN,
BONNER COUNTY, IDAHO



LEGEND

- SECTIONAL CORNER, AS NOTED.
- MONUMENTATION TO BE SET, WHEN SEASONAL CONDITIONS ALLOW.
- FOUND MONUMENTATION, AS NOTED.
- FOUND 1/2" REBAR & CAP, PLS 973
- FOUND 1/2" REBAR & CAP, PLS 974
- FOUND 1 1/2" USDA BRASS CAP, PLS 853
- FOUND 3 1/4" BRASS CAP MARKED "BALDY 1964"
- FOUND AN "X" CHISELED IN ROCK
- CALCULATED POINT, NOTHING SET
- UTILITY POLE
- PROPANE TANK
- [] BEARING AND DISTANCE PER GLO OR BLM SURVEY
- (R1) RECORD OF SURVEY BY PLS 974, INST. NO. 585053, 7/23/2001.
- (R2) RECORD OF SURVEY BY PLS 853, INST. NO. 264930, 1/19/1983.

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED BY GPS CONTROL COORDINATES DERIVED FROM NGS OPUS SOLUTIONS USING A REFERENCE FRAME OF NAD83 (2011)(EPOCH: 2010.000). ALL BEARINGS REFER TO THE IDAHO COORDINATE SYSTEM OF 1983, WEST ZONE, (1103) - US SURVEY FT. REFER TO THE DRAWING FOR SPECIFIC LINE AND MONUMENTS USED.

GEODETIC NORTH IS AN ANGULAR ROTATION OF -0°42'34" AT THE SOUTHWEST CORNER OF SECTION 35.

METHOD OF SURVEY

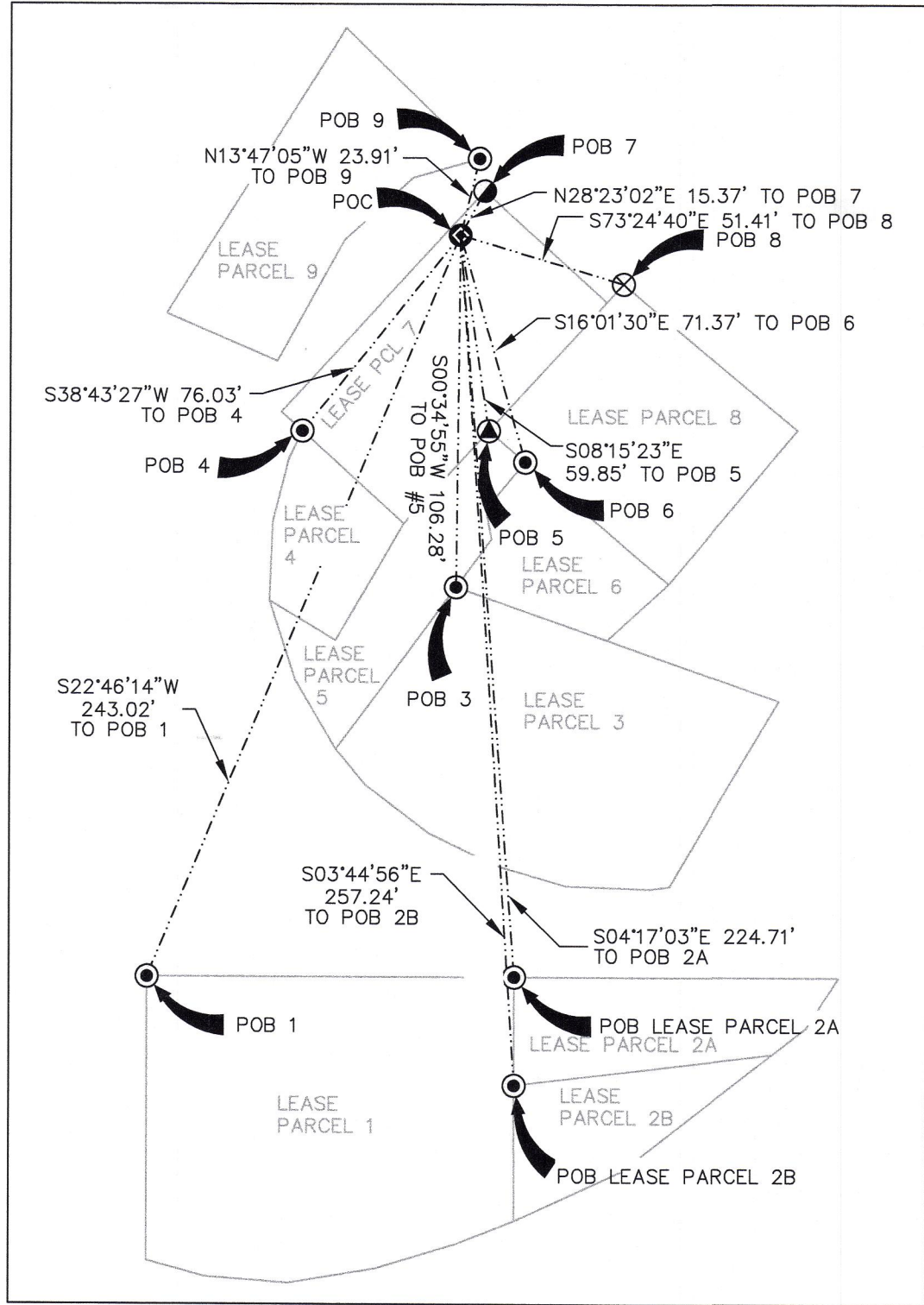
THIS SURVEY WAS PERFORMED USING TRIMBLE R10 GNSS RECEIVERS AND THE DATA WAS PROCESSED USING NGS OPUS AND TRIMBLE BUSINESS CENTER. CONVENTIONAL SURVEYING WAS COMPLETED BY CONVENTIONAL AND RADIAL TIE TECHNIQUES USING A NIKON TOTAL STATION.

RECORDER'S CERTIFICATE

FILED THIS 24 DAY OF Dec, 2024, AT 11:19 O'CLOCK A.M., AT THE REQUEST OF GLAHE AND ASSOCIATES, INC., AS INSTRUMENT NO. 1041286

M. Rosdale COUNTY RECORDER BY Deputy Bridget Contreras \$ 5.00 FEE

Instrument # 1041286 CONFORMED COPY
Bonner County, Idaho
12/02/2024 11:19:28 AM No. of Pages: 1
Recorded for: GLAHE & ASSOCIATES
Michael W. Rosdale Fee \$5.00
Ex-Officio Recorder Deputy
Index to: RECORD OF SURVEY



DETAIL NTS

LINE	BEARING	DISTANCE
L1	S39°18'55"E	13.95'
L2	S52°59'56"E	24.02'
L3	S64°31'01"E	22.29'
L4	S73°54'56"E	22.48'
L5	S88°03'01"E	25.18'
L6	N82°55'07"E	5.95'
L7	S25°37'33"W	9.28'
L8	S14°18'01"W	19.57'
L9	S02°14'25"W	23.84'
L10	N58°52'11"W	23.21'
L11	S30°10'55"W	40.89'
L12	S17°58'13"E	25.16'
L13	S30°17'09"E	24.44'
L14	S10°55'04"E	9.26'
L15	S40°08'06"W	18.46'
L16	N49°51'54"W	56.78'
L17	N47°19'04"E	25.24'
L18	S70°38'42"E	48.38'
L19	S36°18'38"W	17.96'
L20	S42°22'57"W	90.81'
L21	S47°47'44"E	49.95'
L22	N47°32'13"W	50.02'
L23	S42°17'26"W	7.52'
L24	S49°51'54"E	71.31'
L25	N39°53'19"E	60.45'
L26	N50°00'06"W	68.67'
L27	N28°53'40"E	41.91'
L28	N47°20'10"E	27.80'
L29	N73°52'36"E	20.98'

SE COR SEC 35
FD 3 1/4" USDA FS ALUM
CAP BY PLS 853
CP&F ON FILE DATED
12/20/82

N89°12'35"W 726.89' (726.93' R1, R2)
[WEST 11.53 Ch.]

SURVEYOR'S NARRATIVE

- THIS SURVEY MAKES NO REPRESENTATION OF OWNERSHIP, NO ATTEMPTS TO SHOW ALL EASEMENTS OF RECORD OR IN VIEW, NOR PHYSICAL FEATURES AND IMPROVEMENTS OF THE PROPERTY.
- THE PURPOSE OF THIS SURVEY IS TO REDEFINE, CREATE OR MODIFY EXISTING AND NEW LEASE PARCELS FOR THE CITY OF SANDPOINT COMMUNICATIONS SITE ON BALD MOUNTAIN.
- THIS SURVEY RELIED UPON PRIOR SURVEYS AS SHOWN IN THE LEGEND.
- TOPOGRAPHIC FEATURES, STRUCTURES, ETC., SHOWN AS EXISTED IN 2021.

SURVEYOR'S CERTIFICATE

I, TYSON L.A. GLAHE, P.L.S. 14879, STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY HAS BEEN PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH CHAPTER 19, TITLE 55 OF THE IDAHO CODE AND THAT THE MAP SHOWN HEREON IS A TRUE REPRESENTATION OF A SURVEY MADE BY ME.



1/4	SECTION	TOWNSHIP	RANGE	MONTANA	IDAHO
	35	58 N	3 W		
PROJECT # 20-006D CITY OF SANDPOINT-BALD MT COMMUNICATIONS SITE DRAWING NAME: 21-006D CoS-BALD MTN-ROS TRP.DWG					
RECORD OF SURVEY FOR City of Sandpoint-Bald Mt. Communication Site					
GLAHE & ASSOCIATES PROFESSIONAL LAND SURVEYORS 303 Church Street Sandpoint, Idaho 83864 208-265-4474					
Scale: 1"=30'					
Checked By: TLG Drawn By: TRP					
Plot Date: 12/02/2024 Sheet: 1 of 1					