SEATTLE CITY COUNCIL

Legislative Summary

CB 118720

Record No.: CB 118720 **Type:** Ordinance (Ord) **Status:** Passed

Version: 1 **Ord. no:** Ord 125095 **In Control:** City Clerk

File Created: 05/19/2016

Final Action: 08/03/2016

Title: AN ORDINANCE relating to the City Light Department; authorizing the General Manager and Chief Executive Officer to enter into a lease agreement with the Washington State Department of Natural Resources for use of the Gold Mountain communications facility in Kitsap County, Washington; and ratifying and confirming certain prior acts.

Notes:

Sponsors: Sawant

	Date
Filed with City Clerk:	
Mayor's Signature:	
Vetoed by Mayor:	
Veto Overridden:	
Veto Sustained:	

Attachments: Att 1 - Communications Site Facility Lease, Att 1 Ex A - Legal Description, Att 1 Ex B - Encumbrances, Att 1 Ex C - Technical Data Sheet, Att 1 Ex D - Minimum Communications Site Standards, Att 1 Ex E - Road Access Map, Att 1 Ex F - Other Easements to Access Site, Att 1 Ex G - HCP Requirements, Att 1 Ex J - Lease Termination and Surrender Agreement

Drafter: Lynn.Best@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published: ☐ Yes ☐ No

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	06/14/2016	Mayor's leg transmitted to Council	City Clerk			

Action Text: The Council Bill (CB) was Mayor's leg transmitted to Council. to the City Clerk
Notes:

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Clerk	06/14/2016	sent for review	Council President's Office			

Action Text: The Council Bill (CB) was sent for review. to the Council President's Office
Notes:

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Council President's Office	06/20/2016	sent for review	Energy and Environment Committee			

Action Text: The Council Bill (CB) was sent for review. to the Energy and Environment Committee

	Notes:					
1	Full Council	07/05/2016	referred	Energy and Environment Committee		
1	Energy and Environment Committee	07/26/2016	pass			Pass

Action Text: The Committee recommends that Full Council pass the Council Bill (CB).
Notes:

In Favor: 2 Chair Sawant, Vice Chair Juarez

Opposed: 0

Absent(NV): 1 Member González

1	Full Council	08/01/2016	passed			Pass

Action Text: The Council Bill (CB) was passed by the following vote, and the President signed the Bill:

In Favor: 9 Councilmember Bagshaw, Councilmember Burgess, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember O'Brien, Councilmember Sawant

Opposed: 0

1	City Clerk	08/02/2016	submitted for Mayor's signature	Mayor		

Action Text: The Council Bill (CB) was submitted for Mayor's signature. to the Mayor
Notes:

1	Mayor	08/03/2016	Signed			

Action Text: The Council Bill (CB) was Signed.
Notes:

1	Mayor	08/03/2016	returned	City Clerk		

Action Text: The Council Bill (CB) was returned. to the City Clerk
Notes:

1	City Clerk	08/03/2016	attested by City Clerk			

Action Text: The Ordinance (Ord) was attested by City Clerk.
Notes:

CITY OF SEATTLE

ORDINANCE 125095

COUNCIL BILL 118720

AN ORDINANCE relating to the City Light Department; authorizing the General Manager and Chief Executive Officer to enter into a lease agreement with the Washington State Department of Natural Resources for use of the Gold Mountain communications facility in Kitsap County, Washington; and ratifying and confirming certain prior acts.

WHEREAS, the Washington State Department of Natural Resources maintains a communications facility, consisting of an equipment building and antenna farm, on Gold Mountain in Kitsap County, Washington; and

WHEREAS, Seattle City Light has leased space at the Gold Mountain communications facility for radio repeater equipment, as authorized by Ordinance 115471, since 1990; and

WHEREAS, the radio repeater equipment at the Gold Mountain facility is essential for maintaining radio communications between power generation operations at the Skagit Hydroelectric Project and the Power Control Center in Seattle, and with City Light field crews; and

WHEREAS, the City's original lease has expired, and the Washington State Department of Natural Resources has offered the City a new lease to continue use of the Gold Mountain facility through December 31, 2019; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The General Manager and Chief Executive Officer of Seattle City Light, or the General Manager and Chief Executive Officer's designee, is authorized to execute a Communications Site Facility Lease on behalf of The City of Seattle, substantially in the form of Attachment 1 hereto, with the Washington State Department of Natural Resources (DNR), for the use of the DNR communications facility on Gold Mountain in Kitsap County, Washington.

Section 2. Any act consistent with the authority of this ordinance taken after its passage and prior to its effective date is ratified and confirmed.

Section 3. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 1st day of August, 2016, and signed by me in open session in authentication of its passage this 1st day of August, 2016.

Bruce A Harrell

President ________ of the City Council

Approved by me this 3rd day of August, 2016.

Ed Murray

Edward B. Murray, Mayor

Filed by me this 3rd day of August, 2016.

Monica M. Simmons

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:
Attachment 1 - Communications Site Facility Lease
- Exhibit A - Legal Description
- Exhibit B - Encumbrances
- Exhibit C - Technical Data Sheet
- Exhibit D - Minimum Communications Site Standards
- Exhibit E - Road Access Map
- Exhibit F - Other Easement to Access Site
- Exhibit G - HCP Requirements
- (Exhibits H and I not used)
- Exhibit J - Lease Termination and Surrender Agreement

Attachment 1

WASHINGTON STATE
DEPARTMENT OF NATURAL RESOURCES

COMMUNICATIONS SITE FACILITY LEASE

Agreement No. 52-08515 **Lessee's Reference No. PM #240127-1-202**

PREAMBLE **GOLD MOUNTAIN**

BY THIS LEASE between the STATE OF WASHINGTON, DEPARTMENT OF NATURAL RESOURCES, hereinafter called the "State," and the CITY OF SEATTLE, a municipal corporation of the State of Washington, acting by and through its CITY LIGHT DEPARTMENT, hereinafter called the "Lessee," the State grants to Lessee a lease for space for equipment within an existing State communications building and space on an existing State communications tower at the Gold Mountain Communication Site located in Kitsap County, Washington, hereinafter referred to as the Premises. The legal description is attached as "Exhibit A" and the location of the equipment is illustrated on "Exhibit A1" which by this reference are made a part hereof.

This lease is subject to any and all easements, rights of way, or leases of record with State or county including but not limited to such rights described in "Exhibit B."

SECTION 1 OCCUPANCY

1.01 Term. The term of this lease is for 10 years. The lease shall (commence/be made effective) on January 1, 2010, (Commencement Date) and end on December 31, 2019 (Termination Date).

1.02 Non-Default Termination. This lease is subject to termination by State upon three hundred and sixty (360) days written notice to Lessee that State desires to change the use of the land or to exchange or sell the land. In the event State terminates the lease as authorized in this subsection, rent shall be prorated to the date of termination.

1.03 No Warranty of Quiet Enjoyment. State makes no warranty of quiet enjoyment of Premises.

1.04 No Warranty of Non-interference. State will provide no interference protection during the term of this lease.

1.05 Condition of Premises. Lessee has had an opportunity to inspect Premises and enters into this lease solely in reliance on Lessee's own examination and not by reason of any representation by State. Premises are accepted in its present condition "AS IS WHERE IS." No reliance shall be placed on any opinion, material, or information provided by or through State, and Lessee does so at its own risk, cost and expense.

1.06 Lessee's Right to Terminate Agreement. Lessee may terminate this Lease at any time upon three hundred and sixty (360) days' notice and by submitting a Lease Termination and Surrender Agreement to State substantially in the form attached as "Exhibit J," provided Lessee has no outstanding rent or other charges due State, and has removed all equipment authorized under this Lease from the Premises. Rent shall be prorated to the date of termination.

SECTION 2 USE OF SITE

2.01 Permitted Use. The non-exclusive use of Premises shall be to install, maintain, repair and operate electronic equipment as described in approved technical data sheet(s), attached as "Exhibit C."

2.02 Reservation by State.

1. Inspection. Lessee shall permit State and its agents to enter Premises and any improvements thereon at all reasonable times for the purpose of inspecting the installations, equipment or units, provided that, except in case of an emergency, State shall provide Lessee at least twenty-one (21) calendar days prior written notice to enable Lessee to arrange to accompany State to protect the integrity of its equipment. This clause shall not be construed to impose a duty to inspect.

2. Compatible Uses. State reserves for itself, its successors and assigns, the right at all times for any purpose to cross and recross the underlying land ("Land") at any place or grade, to grant easements/licenses over or leases to the Land, to sell, lease, or otherwise dispose of minerals, coal, oil, timber, gas, or other valuable materials from the Land insofar as such uses are compatible with Lessee's operation. Such reserved rights shall be exercised in a manner that does not unreasonably interfere with Lessee's operation.

SECTION 3 PAYMENT

3.01 Payment. Payments made hereunder will be as follows:

1. Rent. Rent is based on a combination of equipment installed and space occupied in a DNR building and space occupied on a DNR tower. Lessee shall pay in advance the rent of $16,536.00 for the period of January 1, 2010 to December 31, 2010, and $16,536.00 annually on January 1st thereafter for the remaining term of this lease, subject to adjustment as set forth in Section 3 - 3.02. The parties agree and acknowledge that rent, power, and road use fee are to be paid for the five month

interval from July 31, 2009 (expiration of prior lease) and January 1, 2010, (start date for new lease) extended at the same rates as for the expired lease, equal to: rent of $2,730.00, power of $166.67, and road use fee of $41.67.

2. Leasehold Tax. Should a leasehold tax be imposed on this Agreement or any interest therein, Lessee shall pay to State, the leasehold tax as set forth in RCW Chapter 82.29A - Leasehold Excise Tax as may be amended. The tax shall be due and payable at the same time the rental charged herein is due and payable. Lessee may be assessed leasehold tax directly from the Washington State Department of Revenue. In this instance, Lessee must submit to State a written request, with supporting documentation from the Washington State Department of Revenue, to end leasehold tax billing.

3. Road Use Fee. Lessee shall pay in advance the required road use fee of $2,800.00 for the period of January 1, 2010 to December 31, 2010, and $2,800.00 annually on January 1st thereafter for the remaining term of this lease, subject to adjustment as set forth in Section 3 - 3.02.

4. Power Service Fee. The Lessee shall pay in advance the required power service fee of $561.00 for the period of January 1, 20 1 0 to December 31, 20 1 0, and $561.00 annually on January 1st thereafter for the remaining term of this lease. The power service fee may be annually adjusted by the State.

3.02 Adjustment.

1. Periodic Adjustment.

a. Rent Adjustment. On January 1, 2014 and at intervals of Five years thereafter (Adjustment Date), a new annual rent will be established to be effective as of the Adjustment Date. Failure on the part of State to establish a new annual rent by the Adjustment Date shall not preclude State from doing so then or thereafter, and the adjusted rent shall be retroactive to the Adjustment Date, unless otherwise provided by State. At State's option, the new annual rent will be established using one of the following two methods of adjustments:

(1) For electronic equipment covered by the State's "Communication Program Rent Schedule", the Lessee's rent will be adjusted based on said State's "Communication Program Rent Schedule" in effect at the Adjustment Date. At a minimum, the Rent Schedule will be adjusted annually on July 1 based on an annual 3% increase or the preceding calendar year's "Consumer Price Index, All Urban Consumers, US City Average," (CPU) whichever is higher. In the event the CPI ceases to be published, State may substitute such other comparable cost of living index as then may be in publication by a comparable governmental agency.

OR

(2) For other electronic equipment not covered by the State's "Communication Program Rent Schedule", including but not limited to cellular or PCS, and TV or FM translators or broadcasters, the Lessee's rent will be adjusted to reflect market rent (by referencing comparable facilities at comparable locations). If Lessee does not agree with State's adjusted market rent, Lessee may submit to State an appraisal of market rent performed by an independent and licensed appraiser at Lessee's expense for State's consideration. Such appraisals must be submitted within 30 calendar days of notification of the adjusted rent, or State's determination of market rent is final with no right of appeal with rent due as set forth in State's initial notice. If Lessee timely submits an appraisal, State shall notify Lessee in writing whether State accepts or rejects Lessee's appraisal of market rent. State's decision shall be final, subject only to challenge in the manner as provided under RCW 79.02.030. Lessee shall pay the adjusted rent within 10 calendar days of receipt of notice of whether Lessee's appraisal is accepted or rejected. If the court rules that State's determination of rent was more than market rent, Lessee shall receive a credit toward future rents for any overpayment. If the court rules that State's determination of rent was less than market rent, Lessee shall pay such underpayment to State within 10 calendar days of entry of judgment.

b. Road Use Fee. The road use fee may be adjusted annually on the anniversary of the Commencement Date. The new annual road use fee will be based on State's estimate of Lessee's use of road system and that of any authorized sublessee.

2. Change in Operations. Rent will be adjusted when frequencies, equipment or units are added or removed from Premises according to the "Communication Program Rent Schedule" then in effect. For other electronic equipment not covered by the State's "Communication Program Rent Schedule", including but not limited to cellular or PCS, and TV or FM translators or broadcasters, the Lessee's rent will be adjusted to reflect market rent in a manner set forth in Section 3.02 1.a.(2). When authorized frequencies, equipment, or units are removed from Premises, there will be no refund of rent payments, and the rent will be adjusted at the next billing date. When authorized frequencies, equipment, or units are added, the rent will be increased on a prorated basis from the date of installation at Premises to the next billing date.

3.03 Place of Payment. All payments shall be accompanied by a reference to the lease number and paid to State Region office at the address shown on the signature page.

3.04 Non-waiver. Acceptance of rent or any other payment after the date it is due shall not be deemed a waiver regarding the obligations to make future payments on time, nor shall acceptance of rent after any breach by Lessee be construed as a waiver of any such breach or any other breach.

3.05 Taxes. Lessee shall pay all real and personal taxes imposed on Premises and improvements thereon during the term of the lease.

3.06 Assessments. Lessee shall pay its pro rata share of assessments charged against Premises. State will send a written notice with a detailed explanation of any assessments pertaining to Premises to Lessee. Lessee shall pay assessment within thirty (30) days of receipt of written notice from State.

3.07 Failure to Pay. If State must pay any tax, assessment, penalty, or interest because of the failure of Lessee to pay such taxes, assessments, penalties, or interest, such obligations shall be considered a debt to State.

3.08 Late Charge. In the event Lessee fails to make any payment of rent or any other payments due hereunder upon the date due, State shall be entitled to collect from Lessee a late charge equal to six percent (6%) of the amount of the delinquent payment.

3.09 Interest Charge. Failure to pay rent or any other payments due under the lease on the date due shall be subject to interest at the rate of twelve percent per annum.

SECTION 4 SPECIAL REQUIREMENTS

4.01 Electronic Standards. Lessee shall comply with the standards in the "Minimum Communication Site Standards," attached as "Exhibit D." State reserves the right to amend the standards set forth in "Exhibit D." 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 applicable laws and regulations of public authority affecting Premises and the use thereon and assume, at Lessee's sole expense, any costs of such compliance including any fines or penalties. Lessee shall obtain all federal, state, and local permits and licenses necessary to operate under this lease.

4.03 Fire. To the extent possible, Lessee shall protect Premises from fire and shall report any fires on Premises to State, by phone, as soon as possible, and to the Region office at the phone number shown on the signature page.

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

4.05 Frequency Interference. Lessee, upon written or verbal notification by State, shall immediately take remedial action to eliminate interference with other operators at this location caused by Lessee's operations. In the event Lessee fails to eliminate the interference within 48 hours of State contacting Lessee, State will have the right to disconnect power to any transmitters causing interference. If the interference affects emergency services or public safety, State shall have a right to disconnect power to any transmitter causing interference immediately upon contacting Lessee. For the purposes of this section, State shall be deemed to have contacted Lessee when State places a call to Rob Collins @ (206) 684-4970 . It shall be the responsibility of Lessee to ensure that messages can be taken at this phone number. LESSEE HEREBY WAIVES ANY CLAIMS THAT MAY ARISE OUT OF STATE DISCONNECTING POWER AS PROVIDED IN THIS SECTION. ________ [LESSEE INITIALS]

4.06 Technical Data Sheets. Lessee's installations shall conform to the approved and signed Technical Data Sheet(s) attached as "Exhibit C." New or amended Technical Data Sheets may be added to "Exhibit C" upon written approval by State.

4.07 New Equipment/Frequencies. Lessee shall not change or add frequencies, equipment or units without submitting new or amended Technical Data Sheets for State's written approval. If Lessee fails to comply with this requirement, State 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 hereinafter. When Lessee changes or adds frequencies, upon written approval by State, 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.

If State allows the unauthorized frequencies, equipment or units to remain on Premises, Lessee shall be liable to pay State double rent for each previously unauthorized frequency, equipment or unit according to the "Communication Program Rent Schedule" in effect on the date of discovery from the period of installation or operation, whichever comes first, to the date of discovery by State. After the date of discovery, should State authorize the frequency, equipment, or unit, Lessee shall be liable for single rent for such frequency, equipment, or unit based on the rent schedule then in effect. Back rent shall be due at the end of the billing cycle during which discovery was made.

4.08 Effective Radiated Power. Lessee shall not raise effective radiated power (ERP) beyond that authorized by the approved Technical Data Sheets.

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

4.10 Hazardous, Toxic, or Harmful Substances.

1. Deleterious Material. Lessee shall not make, or suffer to be made, any filling in of Premises 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 Premises, except as approved in writing by State. If Lessee fails to remove all non-approved fill material, refuse, garbage, wastes, or any other of the above materials from Premises, Lessee agrees that State may, but is not obligated to, remove such materials and charge Lessee for the cost of removal and disposal.

2. Hazardous, Toxic, or Harmful Substances.

a. Lessee shall not keep on or about Premises, any substances now or hereinafter designated as or containing components now or hereinafter designated as hazardous, toxic, dangerous, or harmful (and/or which are subject to regulation as hazardous, toxic, dangerous, or harmful) by any federal, state, or local law, regulation, statute, or ordinance (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.

b. Lessee shall immediately notify State of any of the following:

(1) all spills or releases of any Hazardous Substance in, on, or adjacent to Premises,

(2) all failures to comply with any federal, state, or local law, regulation, or ordinance, as now enacted or as subsequently enacted or amended,

(3) all inspections of Premises by, or any correspondence, orders, citations, or notifications from any regulatory entity concerning Hazardous Substances affecting Premises,

(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 Premises.

Also, on request, Lessee shall provide copies to State 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 Premises.

c. Lessee shall be fully and completely liable to State, and, to the extent permitted by law, shall indemnify, defend, and save harmless State 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, transport-tation, generation, and/or sale of Hazardous Substances or that of Lessee's employees, agents, assigns, sublessees, contractors, subcontractors, licensees, or invitees and for any breach of this Subsection 4.1 0.

4.11 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.

4.12 Equipment Location. The State reserves the right to designate placement or relocation of the following:

1. Antennas on tower
2. Equipment and units in building
3. Other users at the Premises

The Lessee will make such placements or relocations at their expense. In the event a combiner system is installed, the Lessee, at a time specified by the State, shall be required to connect to the system using such devices and techniques as the State shall prescribe. In addition to the yearly rent for space(s) on the tower, the State shall charge a one-time rent for the use of State's combiner system. This charge shall be based on the State's Rent Schedule.

4.13 Habitat Conservation Plan (HCP). Premise is located within an area that is subject to State's Habitat Conservation Plan adopted in connection with Incidental Take Permit No. PRT-812521 (ITP) as supplemented by Permit No. 11 68 (Collectively "ITP"). As long as the Habitat Conservation Plan remains in effect, Lessee and all persons acting under Lessee shall comply with the terms and conditions set forth in Exhibit G while operating on Premises. State shall have the right to modify these terms and conditions from time to time to comply with the Habitat Conservation Plan, the ITP, the Endangered Species Act, the implementing regulations, and amendments thereto, or the requirements of the federal agencies administering these laws.

SECTION 5 ASSIGNMENT, INSURANCE, INDEMNITY

5.01 Assignment. Lessee shall not hypothecate, mortgage, assign, sublease, transfer, or otherwise alienate this lease ("Assignment"), or any interest therein, without the prior written consent of State, which consent shall be at the sole discretion of State, except that State will not withhold consent in the event of an assignment to a related entity when such assignment is to facilitate Lessee's business plans or organization. In granting any such consent under this clause State shall be entitled to consider, among other items, the proposed assignee's, sublessee's or transferee's financial condition, business reputation, business, and such other factors as may reasonably bear upon the suitability of the assignee, sublessee, or transferee as an operator at the Premises. If Lessee is a corporation, partnership, or other association, (1) the transfer of more than fifty percent (50%) of the ownership interest in such entity, or (2) the sale of all or substantially all of the assets of Lessee shall be deemed to constitute an "assignment" of this lease which requires consent of State. The consent of State to any one assignment shall not constitute a waiver of State's right to consent to subsequent assignments, nor shall consent of State to any one assignment relieve any party previously liable as Lessee from any obligations under this lease. The acceptance by State of the payment of rent following an assignment shall not constitute consent to any assignment and State's consent shall be evidenced only in writing.

Name Change. If during the term of this Agreement Lessee changes its name, Lessee shall provide State with documentation legally supporting the name change within 60 days of the effective date of the change. Lessee may contact State's South Puget Sound Region office in Enumclaw, WA for a list of acceptable documentation.

5.02 Lessee's Assumption of Liability, and Liability and Casualty Insurance

1. Assumption of Liability. State shall have no responsibility or control with respect to any aspect of Premises or any activity conducted thereon from and after the Commencement Date. Lessee shall indemnify and save State harmless from any and all liability, damage, expense (including attorney fees and costs), cause of action, suits, claims, or judgments by any reason whatsoever caused or arising out of the use, occupation, and control of Premises by Lessee, its sublessees, invitees, agents, employees, licensees, or permittees except as may arise solely out of the willful act or gross negligence of State or State's officers, agents, or employees. To the extent that RCW 4.24.115 is applicable to any indemnification provision of this Lease, State and Lessee agree that this provision shall not require Lessee to indemnify and save State harmless from State's sole or concurrent negligence, if any. Lessee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless State and its agencies, officials, agents, and employees.

2. General Insurance Requirements.

a. Lessee shall, at all times during the term of the lease at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the lease at State's option.

b. All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Report. Any exception shall be reviewed and approved by DNR's Risk Manager, or the Risk Manager for the State of Washington, before the lease is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

c. State (DNR) shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications:

(1) Insurers subject to 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

(2) Insurers subject to 48.15 RCW (Surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

d. Before beginning operation, Lessee shall furnish State (DNR) with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Lease.

e. Lessee shall include all sublessees as insureds under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each sublessee. Sublessee(s) must comply fully with all insurance requirements stated herein. Failure of sublessee(s) to comply with insurance requirements does not limit Lessee's liability or responsibility.

f. The State, (DNR), its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrellas and property insurance policies.

g. All insurance provided in compliance with this Lease shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State.

h. Lessee waives all rights against State for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this agreement.

i. If Lessee is self-insured, evidence of its status as a self-insured entity shall be provided to State. If requested by State, Lessee must describe its financial condition and the self-insured funding mechanism.

j. By requiring insurance herein, State does not represent that coverage and limits will be adequate to protect Lessee, and such coverage and limits shall not limit Lessee's liability under the indemnities and reimbursements granted to State in this Lease.

k. The limits of insurance, which may be increased by State (DNR), as deemed necessary, shall not be less than as follows:

(1) **Commercial General Liability (CGL) Insurance.** Lessee must purchase and maintain CGL on an Insurance Services Office (ISO) form CG 00 01 or equivalent form, covering liability arising from Premises, operations, independent contractors, personal injury, and liability assumed under an insured contract. Such insurance must be provided on an occurrence basis. Insurance must include liability coverage with limits not less than those specified below:

Description	
General Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000

(2) Business Auto Policy (BAP) Insurance (required for all contracts). The Lessee shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than $1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto."

Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01.

The Lessee waives all rights against the State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

(3) Workers Compensation and Employer's Liability Insurance: Lessee must purchase and maintain insurance covering obligations imposed by Federal and State statutes having jurisdiction of its employees in the performance of work, including

Employer's Liability Insurance. Evidence of "Qualified Self-Insurance Status" will suffice to meet the requirements of this section.

Description	Each Employee By Accident	Policy Limit By Disease
Bodily Insurance	$1,000,000	$1,000,000

(4) **Property Insurance.** Lessee shall buy and maintain property insurance covering all real property and fixtures, equipment and Lessee improvements and betterments. Such insurance shall be written on an all risks basis and, at a minimum, cover the perils insured under ISO special causes of loss form CP 10 30, and cover the full replacement cost of the property insured. Such insurance may have commercially reasonable deductibles.

l. Self-Insurance. In lieu of the coverages required under Section 5.02-4 "Minimum Coverage Requirements'" State at its sole discretion, may accept evidence of self-insurance by Lessee, provided Lessee provides the following:

i. Lessee shall provide a statement by a CPA or actuary, satisfactory to State that demonstrates Lessee's financial condition is satisfactory to self-insure any of the required insurance coverages.

ii. State may require Lessee to provide the above from time to time to ensure Lessee's continuing ability to self-insure. If at any time Lessee does not satisfy the self-insurance requirement, Lessee shall immediately purchase insurance as set forth under this Section 5.02-4 entitled "Minimum Coverage Requirements."

iii. Aside from any "self-insurance" guaranteed by the Lessee, it is the responsibility of Lessee to ensure that its contractors, concessionaires, agents, employees, guests, invitees, sub-lessees, or affiliates in, on, under, or above Premises, any adjoining property, or any other property subject to use by Lessee in conjunction with its use of Premises, meet minimum insurance requirements described above.

Any coinsurance requirement in the policy shall be waived.

State shall be included as an insured and a loss payee under the property insurance policy.

SECTION 6 DEFAULT

6.01 Breach by Lessee. In the event of any breach of any provision of this Lease by Lessee, the breach, whether material or not, shall be deemed a default entitling State to cancel this lease and seek any other remedies set forth in this Lease or otherwise available at law or equity, after State has delivered to Lessee notice of the breach and a demand that the same be remedied immediately; provided Lessee shall not be in default if the breach pertains to the payment of money and Lessee cures the breach within twenty (20) 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 forty-five (45) days after receipt of the notice; provided, however, if such breach is non-monetary in nature, and, as determined by State, is not reasonably susceptible of being cured in said forty-five (45) 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 default, al lLessee owned improvements shall at the option of State, be removed by Lessee, be removed by State at the cost to Lessee, or become the property of State.

6.02 Reentry. In the event of any default by Lessee, State shall have the right, with or without canceling the Lease, to reenter the Premises and remove all persons and property from Premises and take whatever actions may be necessary or advisable to relet, protect or preserve the Premises. Any property so removed may be stored in a public warehouse or other suitable place or otherwise disposed of in State's discretion at the expense and for the account of Lessee. State 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 State elects to terminate this lease on account of any default by Lessee and subject to any non-disturbance and attornment agreements, if any, State shall have a right to terminate any and all subleases, licenses, concessions or other arrangement for possession affecting Premises. Alternatively, State, 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, State shall have the right but not the obligation to make such performance thirty (30) days after expiration of the notice to cure defaults stated above. State's expenditures to correct Lessee's failure to perform shall be reimbursed by Lessee together with interest at the rate provided in Section 3.

6.05 Remedies Cumulative. The specified remedies to which State 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 State or Lessee may lawfully be entitled in case of any breach or threatened breach by State 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 State's option, constitute a material breach by Lessee.

SECTION 7 ACCESS ROADS AND ROAD MAINTENANCE

7.01 Access. Provisions for access to Premises are as follows:

1. Non State Land. Access to Premises includes use of existing roads across private or other government owned land. Lessee recognizes and agrees to comply with all the terms and conditions of the easements entered into by and between State and Pope & Talbot dated September 10, 1965 filed under Application No. 55-000495, and between State and City of Bremerton dated March 22, 1972 filed under Application No. 55-000496, and between State and West Tacoma Newsprint Co. dated October 31, 1967 filed under Application No. 55-000497 attached hereto as "Exhibit F."

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 State and provide a plan of operation for the repairs.

7.03 Improvements. Lessee shall construct no improvements to roads where access has been provided by State without the prior written consent of State, which shall not be unreasonably withheld. Unless State agrees to share in the cost of the improvement in writing, the improvements shall be at the sole cost of the improver.

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 State, to check the lease area for buried utilities.

8.02 Unauthorized Improvements. Lessee shall not construct any improvements unless authorized in writing by State. All improvements made on Premises without the written consent of State are unauthorized and shall, at the option of State, be removed by Lessee, be removed by State at the cost to Lessee, or become the property of State.

8.03 Maintenance and Repair of Improvements. Lessee shall maintain and repair all improvements owned by Lessee, at its own cost.

8.04 Removal of Improvements. Lessee shall remove all Lessee owned improvements, including fixtures, from Premises within sixty (60) days from the Termination Date unless otherwise provided herein. In the event State authorizes Lessee owned improvements to remain past the sixty-day period, Lessee shall pay to State the contract rent then in effect from the Termination Date until the improvements are removed. If Lessee fails to remove the improvements at the end of the sixty day period where no extension has been granted or at the end of such other period authorized by State, Lessee shall be in trespass, and such improvements shall be deemed unauthorized improvements subject to disposition as set forth in

Section 8.02.

SECTION 9 MISCELLANEOUS

9.01 No Partnership. State is not a partner nor a joint venturer with Lessee in connection with the business carried on under this lease and shall have no obligation with respect to Lessee's debts or other liabilities.

9.02 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 in the future or of any other provision.

9.03 Attorney Fees and Venue. Each party shall be responsible for their own attorney fees in the event of a dispute arising out of this lease except as set forth in Sections 4.1 0, 5.02, and 9.06. Venue for resolving such disputes shall be in Thurston County Superior Court.

9.04 Interpretation and Numbering. This lease has been submitted to the scrutiny of all parties hereto and their counsel if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by an y party hereto or its counsel. Section numbers or titles are not to be considered in interpreting this lease.

9.05 Notices.

1. Any notice given under this lease shall be deemed received when delivered by hand or three (3) 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 notify State within fourteen (14) calendar days of any change of address, business name, contact person's name or other changes that may affect the lease.

9.06 Liens. Lessee shall not suffer nor permit any lien to be filed against Lessee's leasehold interest in Premises or any improvement thereon by reason of work, labor, services or materials performed or supplied to Lessee or anyone holding Premises or any part thereof under the 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 State. Lessee shall indemnify State 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.

9.07 Force Majeure. State'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 State 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.

9.08 Preservation of Markers. Any legal land subdivision survey comers, 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. Comers, 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 in accordance with RCW 58.24.040 (8). Such references must be approved by State prior to removal of said corners, reference points or monuments.

9.09 Condemnation. If all of Premises is taken by any public authority under the power of eminent domain, this lease shall terminate as of the date possession was taken by said public authority pursuant to such condemnation. If any part of Premises is so taken and, in the opinion of either State or Lessee, it is not economically feasible to continue this lease in effect, either party may terminate this lease. Such termination by either party shall be made by notice to the other given not later than thirty (30) days after possession is so taken, the termination to be effective as of the later of thirty (30) days after said notice or the date possession is taken. If part of Premises is so taken and neither State nor Lessee elects to terminate this lease, or until termination is effective, as the case may be, the rental shall be abated in the same proportion as the portion of Premises so taken bears to the whole of Premises. All damages awarded for the taking or damaging of all or any part of Premises, or State-owned improvements thereon, shall belong to and become the property of State and Lessee hereby assigns to State any and all claims to such award. However, State shall not claim any interest in or to personal property or authorized improvements belonging to Lessee.

9.10 Proprietary Information/Public Disclosure. Materials or information submitted as required in this Agreement shall become public records within the meaning of RCW Chapter 42.56.

Any submitted materials or information that the Lessee claims as exempt from disclosure under the provisions of RCW 42.56.210 must be clearly designated. The page must be identified and the particular exemption from disclosure upon which the Lessee is making the claim must be identified by the RCW citation number.

The State will consider a Lessee's request for exemption from disclosure; however, the State will make an independent decision on the applicability of any claimed exemption consistent with applicable laws. The portion of a document claimed as exempt must qualify for exempt status as identified in RCW 42.56. Marking the entire submitted materials or information exempt from disclosure cannot be honored. If a public records request is made regarding materials that the Lessee has requested as exempt, the affected Lessee will be given notice of the request and allowed ten business days to seek a court injunction against the requested disclosure prior to the State fulfilling the public records request.

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

List of Exhibits

CITY OF SEATTLE
DEPARTMENT OF LIGHTING
UBI 000050035

Signed this _____ day of __________, 20 ____.

By: ____________________________________

Printed Name: ___________________________

Title: __________________________________

Address: P.O. Box 34023
700 – 5th Avenue, Suite #3200
Seattle, WA 98124-9871

Phone: (206) 684-0400

STATE OF WASHINGTON
DEPARTMENT NATURAL RESOURCES

Signed this _____ day of __________, 20 ____.

By: ______________________________________

Printed Name: ____________________________

Title: ____________________________________

Standard Communications Site Lease
Approved as to Form March 7, 2002
By James Schwartz
Assistant Attorney General
State of Washington

Revised as to Form September 13, 2007
By Roger Braden
Assistant Attorney General
State of Washington

NOTARIAL CERTIFICATE
ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF ______________________)
) ss.
COUNTY OF ____________________)

I certify that I know or have satisfactory evidence that ______________________ __________________________________ [name(s)] (is / are) the person(s) who appeared before me, and said person(s) acknowledged that (he / she / they) signed this instrument, on oath stated that (he / she / they) (was / were) authorized to execute the instrument, and acknowledged it as the _________________________________ [office(s) or title(s)] of ____________________ ____________________________________ (business name of the Lessee) to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in the instrument.

DATED: ______________________

____
NOTARY PUBLIC in and for the

State of ________________________________

My appointment expires ___________________

(Seal or Stamp)

STATE'S ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that ______________________ is the person who appeared before me, and said person acknowledged that (he / she) signed this instrument, on oath stated that (he / she) was authorized to execute the instrument and acknowledged it as the Deputy Supervisor of Uplands for the Department of Natural Resources, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: ______________________

____
(Signature)

____
(Print Name)

Notary Public in and for the State of Washington
Residing at ______________________________

My appointment expires ____________________

(Seal or Stamp)

EXHIBIT A

LEGAL DESCRIPTION

GOLD MOUNTAIN COMMUNICATIONS SITE
Washington State Department of Natural Resources Tower and Communications Site

SITE LEGAL

Portions of:
NW1/4NW1/4NE1/4 Section 27, Township 24 North, Range 1 West; Parcel #8968

ACCESS LEGAL

Portions of:

SE1/4SE1/4	Section 21 T24N R01W
S1/2SW1/4	Section 22 T24N R01W
SE1/4SE1/4	Section 22 T24N R01W
NE1/4NE1/4, NW1/4NW1/4	Section 27 T24N R01W
NE1/4NE1/4, W1/2E1/2, SE1/4NW1/4, NE1/4SW1/4	Section 28 T24N R01W
N1/2NE1/4, SE1/4NE1/4	Section 33 T24N R01W

EXHIBIT A1

EQUIPMENT LOCATION

Premises: four (4) square feet of floor space within the building and space on the tower as described in Technical Data Sheets Exhibit C.

EXHIBIT B

ENCUMBRANCES

Class	Number	Event	Expire Dt	Grantee	Date Gtd
WITHDR	60-056048	COMMSITE	INDEF	DNR C/O 63-302	03/15/1963
LSE	50-029875	OVPOWER	INDEF	General Electric Company	10/01/1965
LSE	50-032924	BRCABLE	INDEF	Puget Sound Power & Light Co.	08/13/1968
LSE	52-034597	COMMSITE	INDEF	University of Washington	01/01/1974
LSE	52-037720	COMMSITE	INDEF	DOT	07/01/1978
ESE	50-042038	BRCABLE	INDEF	Qwest Corp.	07/31/1979
ESE	50-042754	BRCABLE	INDEF	Qwest Corp.	01/25/1980
ESE	50-043910	OVPOWER	INDEF	Puget Sound Power & Light Co.	06/29/1981
LSE	52-039847	COMMSITE	INDEF	Mason County	07/01/1976
LSE	52-A47130	COMMSITE	12/31/2018	Qwest Corp.	01/01/2009
LSE	52-046663	COMMSITE	07/01/2012	METRO	07/01/1987
ESE	50-049222	OVPOWER	INDEF	Puget Sound Power & Light Co.	05/31/1988
LSE	52-072171	COMMSITE	05/31/2010	KING Broadcasting Company	06/01/2000
LSE	52-074936	COMMSITE	09/30/2012	USDA – Forest Service	10/01/2002
LSE	52-074460	COMMSITE	05/31/2013	Kitsap County	06/01/2003
LSE	52-A41517	COMMSITE	01/31/2015	Department of Navy, Naval Facilities Engineering Command	02/01/2005
LSE	52-079339	COMMSITE	09/30/2016	IRS on behalf of DOJ, JPO	10/01/2006
LSE	52-080913	COMMSITE	05/31/2017	Washington State Patrol	05/08/2007

Pending Applications

Class	Number	Event	Applicant	Date App
LSE	52-077241	COMMSITE	Cook Telecom, Inc. dba Cook Paging	02/17/2005
LSE	52-083008	COMMSITE	Touch Tel Corporation	08/14/2008
ESE	58-084886	CONSERVE	DNR	08/25/2009
LSE	52-085105	COMMSITE	Peter V. Policani	10/15/2009

EXHIBIT C

TECHNICAL DATA SHEET
For Communications Sites
Please complete one data sheet for each unit

1. Lessee Information:		**2. Chief Engineer or Service Provider Info:**	
Lessee Name:	City of Seattle, Lighting Dept. Real Estate Services	Name:	Robert A. Collins
Address:	PO Box 34023 Seattle, WA 98124-4023	Address:	1300 N 97th Street, NSC 249 Seattle, WA 98103
Phone:	(206) 684-3394	Phone: Emergency Phone: Email:	(206) 684-4970 (206) 706-0204 (Control Center) rob.collins@seattle.gov

3. Premises Information:	
Site Name:	Gold Mtn, DNR Building
DNR Lease Number:	52-068695
Location at Site (Site or building name):	Gold Mtn, Kitsap County, WA
Latitude and Longitude (at center of tower):	47°-32'-54.3" N 122°-47'-11.5" W NAD83
Elevation of Site (at center of tower):	536 Meters

4. Equipment:	
a. FCC/NTIA Call Sign:	WNNR-521
b. Date FCC License Issued:	07-11-2007
c. Equipment Manufacturer:	Motorola
d. Model Number:	T5365A
e. Class of Service (FCC Symbol):	FB2
f. Type of Emission (FCC Symbol):	20K0F3E
g. Effective Radiated Power (Watts):	112.2 Watts ERP
h. Transmit Output Power (Watts):	75 Watts
i. CTCSS Control Tone (Hz):	023 Digital Code
j. Type of Unit, i.e., microwave, paging, etc.	Land Mobile Radio Repeater
k. Is power on continuously?	No
l. If amateur radio operator, is this unit:	N/A

5. Units (Transmitter only or Transmuitter/Receiver): *Complete for all leases*		
Transmit Freq. (MHZ)	Receive Freq. (MHZ)	Channels – please indicate number and type – analog, digital, etc.
851.2875	806.2875	Channel #1 Analog
852.0375	807.0375	Channel #2 Analog
852.7875	807.7875	Channel #3 Analog
853.5375	808.5375	Channel # 4 Analog

6. Dish Antennas:						
Diameter (feet)	Location on Tower (i.e., SE Leg)	Height on Tower at Base of Antenna	Beam Path Width	Beam Path Length	Azimuth	Tilt
N/A						

7. Pole (Stick or other type) Antennas:		
Length (feet)	Location on Tower i.e., SE Leg	Height on Tower at Base of Antenna
4	North Leg	42.7 Meters Transmit
4	North Leg	45.7 Meters Receive

8. Name of Location Beam Goes to :
Generally, 65° beam bandwidth, aimed Easterly (47° Magnetic)

9. Additional Information (enter data):
N/A

9.a. Circle all that apply for cellular technology: *Please note type of service, transmission technology and caller capacity of equipment.*					
AMPS	CDMA (IS-95A)	TDMA	GSM	IDEN	UTMS
	CDMA (IS-95B)	IS-54	GSM w/AMR	IXRTT	EDGE
	CDMA 2000 IX	IS-136	GSM FFR w/AMR	IXEV	GPRS
Other (please specify)		Enter data			

10. Lease Summary Information:
Lease Number: 52-068695
Total Square Feet of Floor Space Used: 4.3 sq ft
Number of Subscribers (for cable tv only): N/A/

Lessee Signature ______________________________ Date ____________________

DNR Signature ______________________________ Date ____________________

EXHIBIT D

DEPARTMENT OF NATURAL RESOURCES

MINIMUM COMMUNICATIONS SITE STANDARDS

1. State retains the right to inspect Lessee's equipment with 21 calendar days advance written notice to ensure compliance with site standards presently in effect or as may be amended. This clause shall not be construed as a duty to inspect.

2. Each transmitter at the site will be identified with the DNR document number, name of a person or service agency responsible for repairs, their telephone number, equipment receive frequency, and equipment transmit/receive tone frequencies.

3. All communications fixed transmitter installations shall employ isolators or alternative techniques meeting the same criteria, to minimize spurious radiation and intermodulation products. Additional filtering may be required according to frequency and interconnect devices as listed below. As the industry progresses, superior devices may be available and installed only with the written approval of State.

   a. Transmitters in the 29.8 to 54 MHZ range shall have a low pass filter, band pass filter or cavity providing a minimum of 30 dB of attenuation removed 1.0 MHZ from the operating frequency.

   b. Transmitters in the 66 to 88 MHZ range shall have at least 25 dB of isolation followed by a band pass cavity providing at least 20 dB of attenuation 1.0 MHZ removed from the operating frequency.

   c. Transmitters in the 88 to 108 MHZ range operating at a power level of 350 watts or less shall have at least 25 dB of isolation followed by a band pass cavity providing at least 35 dB of attenuation 1 .0 MHZ from the operating frequency.

   d. Transmitters in the 88 to 108 MHZ range operating at a power level above 350 watts shall have a band pass cavity providing at least 25 dB of attenuation 1.4 MHZ from the operating frequency.

   e. Transmitters in the 130 to 225 MHZ range shall have at least 50 dB of isolation followed by a low pass filter and a band pass cavity with a minimum of 15 dB of attenuation 1.0 MHZ removed from the operating frequency.

   f. Transmitters in the 400 to 470 MHZ range shall have at least 50 dB of isolation followed by a low pass filter and a band pass cavity with a minimum of

15 dB of attenuation 2.0 MHZ removed from the operating frequency.

g. Transmitters in the 806 to 990 MHZ range shall have at least 50 dB of isolation followed by a low pass filter or a band pass filter with a minimum of 15 dB of attenuation 10 MHZ removed from the operating frequency and 40 dB of attenuation at 20 MHZ. Where mixed services share a common site, series cavities need be incorporated.

4. Lessee shall comply with General Engineering Standards, including but not limited to the following:

a. A band pass cavity/filter or crystal filter is recommended at the input of all receivers. Its purpose is to protect against RF energy "off frequency" from mixing in a non-linear device such the first RF amplifier in a receiver, which can re-radiate causing interference.

b. The band reject duplexer (cross notch duplexer) may not be used without the use of cavities or isolators.

c. Single braid coax cable is prohibited. Double shielded cable must have over 98.5% shield coverage. Single braid cable with resistive terminations is acceptable ONLY as a fixed method for relative signal strength measurements.

d. Jacketed coaxial cable is required. Unjacketed transmission line of any type is prohibited.

e. Use of N, TNC, DIN or other types of constant impedance connector is preferred over a non-constant impedance type. Effort should be made to prevent the use of coax adaptors.

f. All equipment is to be grounded. Grounding is to be done with low impedance conductor to the station ground grid, preferably with flat copper or heavy braid. The "green wire" of the AC power plug is not an acceptable grounding point. All cables are to be grounded to the tower at the point where the cables leave the tower for the building entry.

g. Transmitting systems must be checked periodically, which includes the isolator, VSWR on the load port of the isolator and overall system insertion loss.

h. Bare metallic ties are prohibited for securing transmission lines to towers. In the case of large lines, use of stainless steel or galvanized hangers is permitted. Hardware capable of rusting and dissimilar metals is prohibited. Transmission lines are to be insulated from metallic structures and objects. It is the duty of the installation personnel to prevent "diode junctions" from taking place.

i. All loose wire or metal objects are to be removed from the tower and site. Metal fencing should be vinyl coated.

j. All equipment shall be licensed by FCC, or have a Radio Frequency Authorization from NTIA, (if required by the regulating agency) and be operated in full accordance with all applicable rules and regulations of the regulating agency. There shall be no modifications that violate "FCC Type Acceptance."

k. Every effort should be made to protect the equipment from lightning damage. Feed-through lightning protectors shall be used on all coaxial cable connections to equipment enclosures. Gas, gap and MOV and Silicone Avalanche Diode (SAO) protectors shall be used in control, audio, telephone and power connections.

l. Radios, equipment and batteries installed shall use support equipment that is braced, anchored and/or secured in a manner that prevents or reduces possible damage due to an earthquake.

m. Installation personnel shall provide and install a water tight cable boot at the cable entry port when installing cables from the tower into the building.

5. Interference Policy Statement:

a. In the event radio interference (RI) or physical interference occurs, all users of the site are required to participate in solving the problem by providing technical personnel and test equipment to locate the source of the speci fic problem. All equipment must be maintained in good working order and meet original manufacturers and FCC specification for reduction of transmitter spurious radiation. In the event radio interference (RI) occurs, and these standards are complied with, additional isolators, filters, cavities, etc., may be required to correct specific problems.

b. Involved systems not in full compliance with these standards shall be required to comply immediately at their own expense.

c. State has the right to require the offending transmitter owner/operator to finance the required corrections or equipment necessary to correct the problem. State at its option may allow the affected receiver owner/operator to provide the necessary equipment (if one so chooses) for installation by the offender without surrendering ownership of the equipment and expect its use to be uninterrupted, i.e., not taken out of service without notifying the owner.

d. The 2.0 GHZ band is being developed. It is unknown at this time what interference may be expected or caused and what products will be available for interference mitigation. Policies and standards will be developed as needed.

6. These are minimum standards of good engineering practice in the operation and maintenance of communication sites. These standards will be revised as deemed necessary by State.

7. These Communication Site Facility Standards are developed in conjunction with the Western Washington Cooperative Interference Committee (WWCIC) and the Department of Natural Resources, Radio Program.

8. For equipment using unlicensed frequencies:

a. All equipment shall be compliant with all FCC rules and regulations.

b. State has the right to require Lessee to provide additional interference protection devices for existing and new site users to reduce interference and accommodate site growth.

c. State has the right to require Lessee to reposition antennas on towers, add equipment shielding and reduce effective radiated power to reduce interference and accommodate site growth.

9. Electrical Standards in State Facilities:

a. Only assigned electrical outlets shall be used.

b. Additions or modifications shall not be made to any electrical distribution system without first securing State's written permission.

c. Access to the panelboard is provided for the circuit breaker to the user's assigned outlets.

d. Equipment and units shall have internal fusing to protect the supply circuit.

e. Cord connections for equipment and units shall have a ground wire and the attachment plugs shall have a "U" slot ground to provide a continuous ground from equipment to distribution panel.

f. Equipment and units shall have their own surge protection.

EXHIBIT E

ROAD ACCESS MAP

South Puget Sound Region
Gold Mountain
Portions of Section 27, Township 24 North, Range 1 West, W.M.
122° 47' 16.09" W 47° 32' 54.08 N

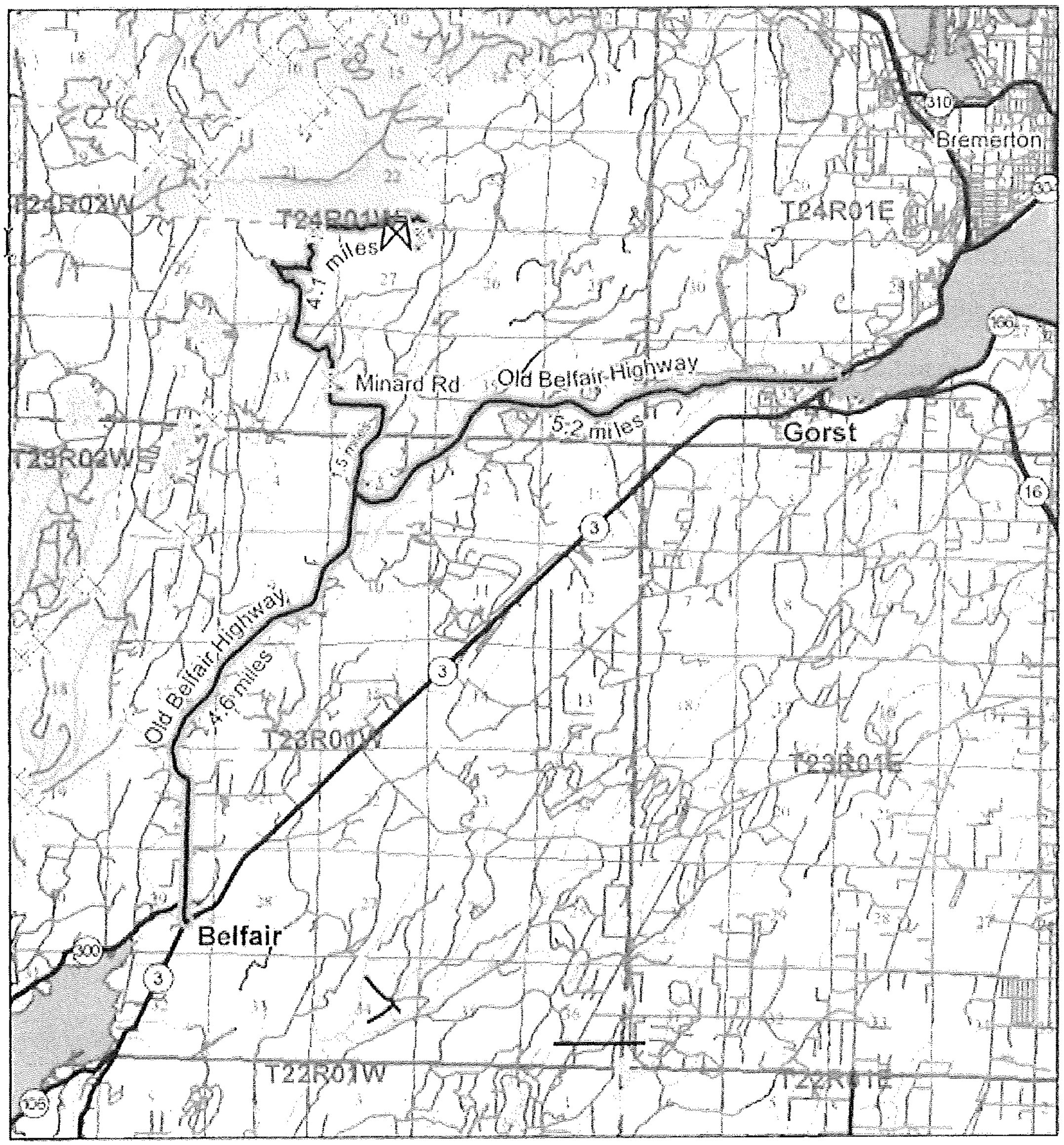

EXHIBIT F

OTHER EASEMENTS TO ACCESS SITE

Access Easements as listed in Clause 7.01 ACCESS are on file at the South Puget Sound Region.

EXHIBIT G

HCP REQUIREMENTS

1. The Lessee shall immediately notify the State of new locations of Permit species covered in the Incidental Take Permit (ITP) that are discovered within the leased Premises covered by the Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; and Oregon silverspot butterflies. In all circumstances notification must occur within a 24 hour time period.

2. Upon locating any live, dead, injured, or sick specimens of any listed species covered by the ITP within the leased Premises the Lessee shall immediately notify the State. In all circumstances notification must occur within a 24 hour time period. Lessee may be required to take certain actions to help the State safeguard the wellbeing of any live, injured or sick specimens of any listed species discovered, until the proper disposition of such specimens can be determined by the State.

3. Lessee shall refer to ITP number PRT-812521 (a copy of the ITP is located for reference in the region office) in all correspondence and reports concerning Permit activities.

4. All applicable provisions of the ITP and this schedule must be presented and clearly explained by Lessee to all authorized officers, employees, contractors, or agents of Lessee conducting authorized activities on the Property. Any questions Lessee may have about the ITP should be directed to the State.

Optional

5. *Specify any requirements needed, due to the presence of known species of concern.*

<u>None known at this time.</u>

EXHIBIT J

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

LEASE TERMINATION AND SURRENDER AGREEMENT

The State of Washington, Department of Natural Resources, as Landlord, leases to ____________________, as Lessee, certain state land legally described in Exhibit A under DNR Lease No. ______________ in ______________ County, Washington, which was filed of record under AFN ________________ (hereafter "Lease"). Lessee surrenders all its right, title, interest or benefit to the property described in Exhibit A. Lessee releases and forever discharges the State of Washington from all manner of action, liability, or claim which Lessee might have or had by reason of any matter, cause or thing arising out of said Lease and occupation of the above-described premises, expressly including, although not limited thereto, any rights of interest relating to improvements on or to said premises.

The reason for this surrender is ____.

IN WITNESS HEREOF, the Lessee has executed this Lease Termination and Surrender Agreement as of the date set forth below.

LESSEE Name: ________________________
Title: _________________________
Date: _________________________

DEPARTMENT ACCEPTANCE OF SURRENDER

As this Lease is in good standing at the time of surrender, it is ordered that the foregoing Surrender of Leasehold be accepted and Lease No. ______________ be canceled effective ___________________________ and the records of the Commissioner of Public Lands be so noted. Dated this ________ day of ____________________ , 20

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

____
South Puget Sound Region Manager

SUMMARY and FISCAL NOTE

Department:	Contact Person/Phone:	Executive Contact/Phone:
Seattle City Light	Lynn Best / 386-4586	Greg Shiring / 386-4085

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to the City Light Department; authorizing the General Manager and Chief Executive Officer to enter into a lease agreement with the Washington State Department of Natural Resources for use of the Gold Mountain communications facility in Kitsap County, Washington; and ratifying and confirming certain prior acts.

Summary and background of the Legislation: The Washington State Department of Natural Resources (DNR) maintains a communications facility, consisting of an equipment building and antenna farm, on Gold Mountain in Kitsap County, Washington. Seattle City Light has leased space in the equipment building and on one antenna at the Gold Mountain site, for radio repeater equipment, as authorized by Ordinance 115471, since 1990.

City Light's radio repeater equipment operated at the Gold Mountain site is essential for maintaining radio communications between power generation operations at the Skagit Hydroelectric Project and the Power Control Center in Seattle, and with City Light field crews. If the Gold Mountain radio repeater site was not available, this communications capacity would need to be provided from some other location, difficult and costly to obtain.

The City's original lease for the Gold Mountain communications site has expired, and the DNR has offered the City a new lease through December 31, 2019. The legislation will authorize City Light to enter the new lease.

2. CAPITAL IMPROVEMENT PROGRAM

_N/A_ This legislation creates, funds, or amends a CIP Project.

3. SUMMARY OF FINANCIAL IMPLICATIONS

_X__ This legislation does not have direct financial implications.

4. OTHER IMPLICATIONS

a) **Does the legislation have indirect or long-term financial impacts to the City of Seattle that are not reflected in the above?**

This lease requires payment of annual rent, road use, and power service fees, in the initial amount of $19,897 per year, subject to adjustments for inflation at five-year intervals.

b) Is there financial cost or other impacts of not implementing the legislation?
Yes. If this site was not available, City Light would need to build or lease another radio repeater facility (or facilities) in other locations to support its radio communications needs; replacement facilities would be difficult and costly to obtain.

c) Does this legislation affect any departments besides the originating department?
No.

d) Is a public hearing required for this legislation?
No.

e) Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?
No.

f) Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?
No.

g) Does this legislation affect a piece of property?
Yes. A map showing road access to Gold Mountain Communications Site is provided as Exhibit E to Attachment 1 to the proposed ordinance.

h) Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities?
None.

i) If this legislation includes a new initiative or a major programmatic expansion: What are the long-term and measurable goals of the program? Please describe how this legislation would help achieve the program's desired goals.
N/A

j) Other Issues:

None.

List attachments/exhibits below:

None.

STATE OF WASHINGTON -- KING COUNTY

--ss.

340402

No. 125093,94,95,96,97,98,99

CITY OF SEATTLE,CLERKS OFFICE

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:TIOTLE ONLY ORDINANCES

was published on

08/09/16

The amount of the fee charged for the foregoing publication is the sum of $151.53 which amount has been paid in full.

JENNIFER A BARNES
COMMISSION EXPIRES
NOTARY
PUBLIC
10-24-19
STATE OF WASHINGTON

Subscribed and sworn to before me on

08/09/2016

Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

State of Washington, King County

City of Seattle

Title Only Ordinances

The full text of the following legislation, passed by the City Council on August 1, 2016, and published below by title only, will be mailed upon request, or can be accessed at http://seattle.legistar.com. For information on upcoming meetings of the Seattle City Council, please visit http://www.seattle.gov/council/calendar.

Ordinance 125093

Council Bill 118709

AN ORDINANCE relating to the City Light Department; declaring the former University Substation property as surplus to the City's needs and no longer required for providing public utility service or other municipal purpose; authorizing the sale of this property for appraised value to the University of Washington, or to be sold through a brokered sale managed by the Department of Finance and Administrative Services; authorizing the General Manager and Chief Executive Officer of the City Light Department or designee to execute all necessary documents to accomplish such property sale, and to deposit the proceeds of the sale in the City Light Fund.

Ordinance 125094

Council Bill 118719

AN ORDINANCE related to the Municipal Arts Fund; amending Section 20.32.050 of the Seattle Municipal Code to allow for expenditures related to public art maintenance; and ratifying and confirming certain prior acts.

Ordinance 125095

Council Bill 118720

AN ORDINANCE relating to the City Light Department; authorizing the General Manager and Chief Executive Officer to enter into a lease agreement with the Washington State Department of Natural Resources for use of the Gold Mountain communications facility in Kitsap County, Washington; and ratifying and confirming certain prior acts.

Ordinance 125096

Council Bill 118741

AN ORDINANCE related to the City Light Department; accepting certain easements for overhead and underground electrical rights in King County, Washington; placing said easements under the jurisdiction of the City Light Department; and ratifying and confirming certain prior acts.

Ordinance 125097

Council Bill 118742

AN ORDINANCE relating to the City Light Department; accepting certain easements for overhead and underground electrical rights in King County, Washington; placing said easements under the jurisdiction of the City Light Department; and ratifying and confirming certain prior acts.

Ordinance 125098

Council Bill 118743

AN ORDINANCE relating to the City Light Department; declaring certain real property rights surplus to utility needs; authorizing the General Manager and Chief Executive Officer to grant a permanent flowage easement to allow for a relocated portion of Cumberland Creek to occasionally flood conservation land owned by The City of Seattle in Skagit County, Washington; and ratifying and confirming certain prior acts.

Ordinance 125099

Council Bill 118744

AN ORDINANCE relating to the City Light Department, declaring certain real property rights surplus to utility needs; authorizing the General Manager and Chief Executive Officer to enter into a five party Reciprocal Easement Agreement with ELA, LLC; Echo Lake Senior Apartments; The Young Men's Christian Association of Greater Seattle; and the Ronald Wastewater District; authorizing the conveyance and acceptance of easements; and ratifying and confirming certain prior acts.

Date of publication in the Seattle Daily Journal of Commerce, August 9, 2016.

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