



SEATTLE CITY COUNCIL

Legislative Summary

CB 119454

Record No.: CB 119454

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125777

In Control: City Clerk

File Created: 12/06/2018

Final Action: 02/22/2019

Title: AN ORDINANCE relating to The City of Seattle's Myrtle reservoir radio-transmitter facility; authorizing the Director of Finance and Administrative Services to execute a lease with King County for its use of part of the radio-transmitter facility for the new, regional Puget Sound Emergency Radio Network; declaring the part of the facility leased for King County's use to be surplus to the City's utility needs; and ratifying and confirming certain prior acts.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Harrell

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Att 1 - FAS Ground Lease Agreement [for PSERN Myrtle]

Drafter: brian.hawksford@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published:

☐ Yes

☐ No

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	01/15/2019	Mayor's leg transmitted to Council	City Clerk			
1	City Clerk	01/15/2019	sent for review	Council President's Office			
Action Text: The Council Bill (CB) was sent for review. to the Council President's Office							
Notes:							
1	Council President's Office	01/18/2019	sent for review	Governance, Equity, and Technology Committee			
Action Text: The Council Bill (CB) was sent for review. to the Governance, Equity, and Technology Committee							
Notes:							

Legislative Summary Continued (CB 119454)

1	City Council	01/28/2019	referred	Governance, Equity, and Technology Committee	
1	Governance, Equity, and Technology Committee	02/05/2019	pass		Pass
	Action Text: The Committee recommends that City Council pass the Council Bill (CB).				
			In Favor: 3	Chair Harrell, Vice Chair Herbold, Member Mosqueda	
			Opposed: 0		
1	City Council	02/19/2019	passed		Pass
	Action Text: The Council Bill (CB) was passed by the following vote, and the President signed the Bill:				
	Notes:				
			In Favor: 8	Councilmember Bagshaw, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember Mosqueda, Councilmember Sawant	
			Opposed: 0		
1	City Clerk	02/22/2019	submitted for Mayor's signature	Mayor	
1	Mayor	02/22/2019	Signed		
1	Mayor	02/22/2019	returned	City Clerk	
1	City Clerk	02/22/2019	attested by City Clerk		
	Action Text: The Ordinance (Ord) was attested by City Clerk.				
	Notes:				

CITY OF SEATTLE

ORDINANCE

125777

COUNCIL BILL

119454

AN ORDINANCE relating to The City of Seattle's Myrtle reservoir radio-transmitter facility; authorizing the Director of Finance and Administrative Services to execute a lease with King County for its use of part of the radio-transmitter facility for the new, regional Puget Sound Emergency Radio Network; declaring the part of the facility leased for King County's use to be surplus to the City's utility needs; and ratifying and confirming certain prior acts.

WHEREAS, Seattle Information Technology operates a radio-transmitter facility at 6900 36th Avenue Southwest, adjacent to Seattle Public Utilities' Myrtle Reservoir (hereinafter, the "Myrtle Transmitter"); and

WHEREAS, in 2015, voters approved a ballot measure authorizing the funding of a new, upgraded, regional public safety emergency radio network, now commonly referred to as the Puget Sound Emergency Radio Network (PSERN); and

WHEREAS, PSERN is being implemented through the Puget Sound Emergency Radio Network Implementation Period Interlocal Cooperation Agreement ("PSERN Agreement"), by and among King County ("County"), The City of Seattle ("City"), and other King County cities; and

WHEREAS, as authorized by Ordinance 124687, the City is a signatory to the PSERN Agreement; and

WHEREAS, as provided for in the PSERN Agreement, the County is acting as the lead agency for the financing, procurement, contracting, and implementation of PSERN, and after the completion of the build-out of PSERN, the parties to the PSERN Agreement intend to establish a jointly governed entity to own and manage PSERN; and

1 WHEREAS, under the PSERN Agreement, the City agreed to make available for PSERN use
2 certain City-owned sites, including the Myrtle Transmitter, deemed by the County's
3 contractor to be both necessary and suitable for the installation and operation of PSERN
4 equipment; and

5 WHEREAS, the entire Myrtle Transmitter is located on real property under the jurisdiction of
6 Seattle Public Utilities and is subject to that certain Interdepartmental Agreement
7 ("Master Lease"), dated September 9, 1993, by and between Seattle Public Utilities as
8 landlord and the Department of Finance and Administrative Services (FAS) as tenant;
9 and

10 WHEREAS, pursuant to a recently executed amendment to the Master Lease, Seattle Public
11 Utilities has authorized FAS to sub-lease to the County part of the Myrtle Transmitter for
12 use by PSERN; and

13 WHEREAS, pursuant to Seattle Municipal Code subsection 3.39.010.C.4, FAS, acting on behalf
14 of the Seattle Information Technology Department, negotiated with the County a lease
15 that will govern PSERN's use of part of the Myrtle Transmitter ("Lease"); and

16 WHEREAS, City Council authorization of the Lease is required, as the Lease's 25-year term
17 exceeds the five-year limit on the term for a lease executable by FAS absent City County
18 authorization; NOW, THEREFORE,

19 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

20 Section 1. The Director of Finance and Administrative Services ("Director") is authorized
21 to execute, for and on behalf of The City of Seattle, a lease with King County ("County")
22 substantially in the form of the City of Seattle Department of Finance and Administrative
23 Services Ground Lease Agreement attached to this ordinance as Attachment 1 ("Lease"), which

1 provides for the County's use of the City-owned real property located at the Myrtle Transmitter
2 facility for the new, regional Puget Sound Emergency Radio Network.

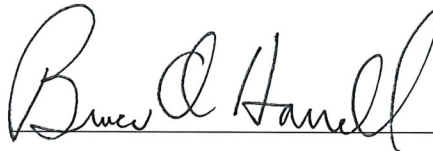
3 Section 2. The County's premises under the Lease are located on real property under the
4 jurisdiction of Seattle Public Utilities. After a public hearing, and as provided for under RCW
5 35.94.040, such premises are no longer required for providing public utility service and are
6 declared surplus to the City's needs.

7 Section 3. The Director is further authorized to make minor additions and modifications
8 to the Lease (including changes to Exhibits) as necessary or advisable to finalize the Lease with
9 the County, provided that the Director shall first obtain approval from Seattle Public Utilities
10 regarding any changes that will impact Seattle Public Utilities underlying property, and provided
11 further that Lease rent payments are not reduced and the City's liabilities are not increased.

12 Section 4. Any act consistent with the authority of this ordinance taken after its passage
13 and prior to its effective date is ratified and confirmed.

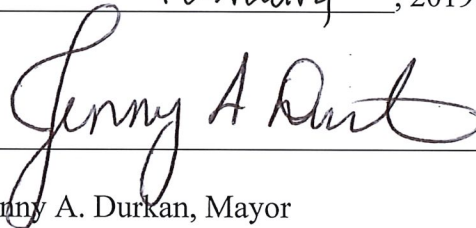
Section 5. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided for by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 19th day of February, 2019,
and signed by me in open session in authentication of its passage this 19th day of
February, 2019.



President _____ of the City Council

Approved by me this 22nd day of February, 2019.



Jenny A. Durkan, Mayor

Filed by me this 22nd day of February, 2019.



Monica Martinez Simmons, City Clerk

(Seal)



Attachments:

Attachment 1 – The City of Seattle Department of Finance and Administrative Services Ground Lease Agreement [for PSERN Myrtle]

**THE CITY OF SEATTLE
DEPARTMENT OF FINANCE AND ADMINISTRATIVE SERVICES
GROUND LEASE AGREEMENT**

THIS GROUND LEASE AGREEMENT ("**Ground Lease**") is made by and between The City of Seattle, a municipal corporation of the State of Washington, acting by and through its Department of Finance and Administrative Services ("**FAS**") and its Director (collectively, the "**Lessor**"), and King County, a political subdivision of the State of Washington, acting by and through its Facilities Management Division, a division of the Department of Executive Services (collectively, the "**Lessee**"). FAS and Lessee may jointly be referred to herein as the "**Parties**," or individually a "**Party**." The "**Effective Date**" of this Ground Lease shall be the last date signed by an authorized Party representative.

WHEREAS, The City of Seattle, acting by and through its Seattle Public Utilities Department ("**SPU**"), owns that certain real property legally described on **Exhibit A**. Such real property is hereinafter referred to as the "**SPU Property**"; and

WHEREAS, pursuant to the terms and conditions of that certain City of Seattle Interdepartmental Agreement dated September 9, 1993, by and between SPU (formerly known as City of Seattle Water Department), as the landlord, and FAS (formerly known as the City of Seattle Department of Administrative Services), as the tenant, as amended by that certain First Amendment to City of Seattle (1993) Interdepartmental Agreement dated October 9, 2018 (collectively, the "**IDA**"), FAS leases part of the SPU Property for a city-wide radio communication facility, which space is legally described and depicted on **Exhibit B**, and hereinafter referred to as "**FAS Premises**"; and

WHEREAS, Lessor owns and operates on the FAS Premises a 140-foot tall communication tower ("**Existing Tower**"); and

WHEREAS, Lessee desires to lease from Lessor part of the FAS Premises to construct, operate and maintain a communication facility, including but not limited to a tower, communications equipment shelter, auxiliary power generator, fuel storage tank, and associated equipment and improvements, as well as obtain certain rights from Lessor to access the leased area and install utilities in conjunction therewith; and

WHEREAS, the Lessee is funding and procuring sites for such communication facilities, and along with other municipalities in King County establishing the Puget Sound Emergency Radio Network (the "**PSERN System**") to eventually provide service in King County as authorized by Proposition 1 and King County Ordinances 17993, 18074 and 18075; and

WHEREAS, the Lessee plans to later assign this Ground Lease and the communication facility to a governmental entity or to any entity existing now or in the future that will be responsible for the operation, maintenance, management, updating and upgrade or replacement of the PSERN System as authorized by law.

NOW THEREFORE, for and in consideration of the mutual promises set forth hereinafter and as provided for in the above-referenced recitals, which are made a part of this Ground Lease, the Parties do hereby agree:

Section 1. Land

1.1 Leased Land. Subject to the terms and conditions set forth below, Lessor leases to Lessee and Lessee leases from Lessor, a portion of the FAS Premises consisting of approximately one thousand one hundred fifty (1,150) square feet ("**Leased Land**") for Lessee's exclusive use for the construction, operation and maintenance of a communication facility, including but not limited to a tower ("**New Tower**"), communications equipment shelter ("**Shelter**"), auxiliary power generator, fuel storage tank, and associated equipment for the PSERN System's facilities and improvements (collectively, the "**Tower Facilities**"), along with the right to use non-exclusive routes for ingress, egress, access and utilities over, under and across the FAS Premises, as depicted in **Exhibit C**, to conduct the Authorized Activities set forth in Section 4 and for no other purpose.

The Leased Land is leased from Lessor to Lessee in an "as is, with all faults" condition, without warranty and without regard to Lessee's intended uses. Lessee acknowledges it has had the right and opportunity to inspect such Leased Land and that it relies on its own or its experts' knowledge in regard to the Leased Land.

1.2 Decommission of Existing Tower & Relocation of Existing Communications Equipment.

a. Lessee has independently determined that the Existing Tower on FAS Premises is insufficient to support Lessee's antennas, and associated equipment and improvements, as well as the antennas, wiring, cables and other radio communications equipment installed and operating on the Existing Tower as of the Effective Date ("**Existing Communications Equipment**"). As a result, Lessee shall construct, at Lessee's sole cost and expense, a New Tower on the Leased Land in the locations depicted on **Exhibit C**. The New Tower shall be constructed in order to support Lessee's antennas, and associated equipment and improvements, as well as the Existing Communications Equipment, and such other antennas, wiring, cables and radio communications equipment specifically set forth on **Exhibit D**.

b. Upon completion of construction of the New Tower, the Existing Communications Equipment shall be relocated to the same height on the New Tower as such Existing Communications Equipment was located on the Existing Tower or such other height, as specifically provided in **Exhibit D**; provided each owner of any part of such Existing Communications Equipment ("**Pre-Existing User(s)**") first enters into a mutually acceptable, written agreement with Lessee for its use of the New Tower. All of the relocation work contemplated by this Section 1.2 shall be completed by either Lessor or the Pre-Existing Users, and their agents and contractors. Provided Lessor or the Pre-Existing User, as the case may be, provides Lessee a copy of the bids for the relocation work in advance and Lessee is permitted to approve the winning bid for such relocation work before the work is awarded, then Lessee shall reimburse the party performing the relocation work for its reasonable, direct costs incurred to relocate such Existing Communications Equipment to the New Tower within forty-five (45) days

after Lessee receives an invoice therefor, including reasonably acceptable documentation supporting such costs.

c. Within ninety (90) days after Lessee receives written notice from Lessor that all Existing Communications Equipment has either been relocated to the New Tower or removed from the Existing Tower (if such Pre-Existing User does not enter into a separate agreement with Lessee for use of the New Tower), Lessee shall remove and decommission the Existing Tower from the FAS Premises, including removal of the Existing Tower's foundation up to eighteen inches (18") below grade level, at Lessee's sole cost and expense. If Lessee fails to timely remove and decommission the Existing Tower as set forth above, Lessor shall have the right, but not the obligation, to remove and decommission the Existing Tower at Lessee's sole cost and expense. Such costs of removal shall include all administrative costs necessary to complete such task.

d. In the event this Ground Lease is terminated prior to the date Lessee commences construction of the New Tower, all of Lessee's obligations set forth in this Section 1.2 shall be deemed null and void.

Section 2. Consideration

2.1 Rent. Lessee agrees to pay the following fees for the rights and privileges set forth in this Ground Lease:

a. The annual rental fee to be paid Lessor for use of the Leased Land shall be TWENTY THOUSAND DOLLARS (\$20,000.00), commencing on the first day of the month following the earlier of the date Lessee commences construction of the Tower Facilities or twenty-four (24) months after the Effective Date ("**Rent Commencement Date**"). From and after the Rent Commencement Date, all of the annual rental fees shall be paid in lawful money of the United States of America in advance of or on the first day of January for each year of the Term (defined in Section 3.4). If the commencement, expiration or termination of the Term does not coincide with the calendar year, then the annual rental fee for such partial year shall be prorated. Notwithstanding anything in this Ground Lease to the contrary, provided Lessor receives the first rental fee within forty-five (45) days after the Rent Commencement Date, such rental fee shall not be deemed past due and Lessee shall not be deemed to be in Default (defined in Section 7.1) of this Ground Lease.

b. If Lessee fails to make payment on or before January 1st of each year during the Term, and such failure is not cured within ten (10) business days after Lessee's receipt of written notice that such amount is past due, a late payment charge shall be assessed in the amount of FIVE HUNDRED DOLLARS (\$500.00). Lessor shall notify Lessee of any assessment of late fees if any rental fees are late. Late payment charges shall be paid within thirty (30) days of Lessee's receipt of Lessor's written notice that a late fee has been assessed based on the late payment of the annual rental fee.

c. The Parties agree that they shall acknowledge in writing the Rent Commencement Date as follows: Lessee shall notify Lessor in writing of the Rent Commencement Date and within

ten (10) business days of receipt thereof, Lessor shall acknowledge such date in writing as the Rent Commencement Date and return such signed written instrument to Lessee.

- d. To assure proper posting of payments, Lessee shall note on its checks:
"FAS Ground Lease – Myrtle/West Seattle."

Annual rental fee payments shall be sent to:

FAS-Accounting
700 5th Avenue, Suite 5200
P.O. Box 94689
Seattle, WA 98124-4689

e. The rental fee will be subject to an annual escalation of two percent (2%), commencing on the first day of January after the first full year of the Term, and on each January first thereafter during the Term.

f. Lessee hereby acknowledges and agrees that, in the event of an increase of rental fee either pursuant to Section 2.1.e or mutually agreed upon in writing by the Parties, all other provisions of this Ground Lease shall remain in full force, changed only by such alterations in the amount of the rental fee and not otherwise.

2.2 Lessor's Right to Utilize Lessee's Facilities.

a. Provided the Parties, using commercially reasonable efforts, first enter into a mutually acceptable written agreement (i.e. lease, sublease or license), as set forth in Section 1.2.b above, Lessor shall have the right to attach or have attached to Lessee's New Tower the antennas, wires, cables, and other radio communications equipment listed in **Exhibit D** ("Lessor's Tower Equipment"), which includes but is not limited to Lessor's Existing Communication Equipment, for the Term without payment of rent. Lessor's Tower Equipment shall be located on the New Tower, and operate at the frequencies, specified in **Exhibit D**. No changes to Lessor's Tower Equipment, including but not limited to its location on the New Tower and the frequencies operating therefrom, shall be permitted without prior written consent of Lessee, which consent shall not be unreasonably withheld or delayed; provided that Lessor shall have the right to make like-for-like replacements to Lessor's Tower Equipment without Lessee's consent, but must give Lessee at least thirty (30) days prior written notice thereof.

b. In the event Lessor requests to make a change to Lessor's Tower Equipment (excluding a like-for-like replacement), or to use additional space on or within Lessee's Tower Facilities and/or the Leased Land for installation and operation of additional communications equipment, Lessee shall endeavor to grant Lessor such use in a mutually acceptable written agreement for additional consideration; provided such use does not unreasonably interfere with the use, operation and maintenance of the Tower Facilities, Leased Land, or communication transmissions and receptions thereon and therefrom by Lessee or any of Lessee's pre-existing tenants; and provided further that the Tower Facilities are structurally capable of supporting Lessor's additional equipment without exceeding radio frequency ("**RF**") emission limits, and there is sufficient space within the Tower Facilities and/or on the Leased Land to accommodate Lessor's

request. Lessor shall provide Lessee with a written notice of intent to enter into a written agreement with Lessee for the uses provided in this Section, and Lessee shall provide a draft agreement to Lessor for such use within a reasonable period of time thereafter. Lessor and Lessee shall both use commercially reasonable efforts to negotiate and enter into a mutually acceptable agreement for Lessor's proposed additional use.

2.3. Lessee's Obligation to Remove Lessee's Tower Facilities and Personal Property.

a. Except as otherwise provided in this Ground Lease, all portions of the Tower Facilities brought and/or erected onto the Leased Land by Lessee, including the New Tower and its foundation, will be and remain Lessee's personal property during the Term of this Ground Lease ("**Personal Property**"). During the Term of this Ground Lease and upon termination, Lessee shall have the right to remove some or all of its Personal Property, whether or not attached to the Leased Land, provided that such may be removed without serious damage to the Leased Land. All damage to the Leased Land caused by removal of Lessee's Personal Property shall be promptly restored or repaired by Lessee.

b. As additional consideration for this Ground Lease, Lessee hereby grants Lessor the right to acquire all or any part of Lessee's Tower Facilities upon the expiration or earlier termination of this Ground Lease, provided Lessor exercises such right by providing Lessee written notice thereof (i) no less than sixty (60) days prior to the effective expiration date of this Ground Lease, (ii) together with Lessor's written notice of intent to terminate this Ground Lease early, or (iii) within ten (10) business days after receipt of Lessee's written notice of intent to terminate this Ground Lease early, whichever the case may be. Such notice of intent to exercise its right herein shall specify the Tower Facilities Lessor intends to acquire. If Lessor exercises its right provided in this Section, Lessee shall transfer to Lessor and Lessor shall assume from Lessee ownership of such Tower Facilities, by way of a written Bill of Sale substantially in the form annexed hereto as **Exhibit F**, in an "as is, where is, and with all faults" condition, without any warranties. If Lessor exercises its right provided in this Section, and this Ground Lease is being terminated early (i) by Lessee because of an uncured default of Lessor, or (ii) by Lessor for any other reason provided in this Ground Lease other than for an uncured default of Lessee, then Lessor shall pay to Lessee the fair market value (as reasonably determined by mutual agreement of the Parties) for the Tower Facilities Lessor is acquiring; all other transfers of ownership hereunder shall be made without any monetary compensation due to Lessee. If Lessor exercises its right provided in this Section, the remainder of the terms of Section 2.3 shall not apply with regard to removal of the Tower Facilities that Lessor is acquiring from Lessee, restoration of the Leased Land on which they are located, and payment of rental fees after the effective expiration or termination date.

c. Lessee specifically acknowledges that as part of the consideration required for this Ground Lease, Lessee shall remove its Personal Property from the Leased Land within forty-five (45) days after the expiration or earlier termination of this Ground Lease, or within one (1) year after any written notice of early termination given pursuant to the terms of this Ground Lease, whichever is later. Lessee acknowledges and agrees that Lessee is obligated to pay the rental fee to Lessor for the Leased Land until such time as the Lessee's Personal Property has been removed from the Leased Land or ownership thereof has transferred to Lessor, in accordance with Section 2.3.b or 2.3.f.

d. Upon the expiration or earlier termination of this Ground Lease, to the extent that Lessee has failed to comply with its obligation to remove its Personal Property from the Leased Land, as provided in this Section, Lessor shall have the right, but not the obligation, to remove and dispose of some or all of the Personal Property at Lessee's sole cost and expense; provided that Lessee need only reimburse Lessor for its reasonable, direct costs incurred to remove and dispose of the Personal Property.

e. Within forty-five (45) days after the expiration or earlier termination of this Ground Lease, or within one (1) year after any written notice of early termination given pursuant to the terms of this Ground Lease, whichever is later, Lessee shall at Lessee's sole cost and expense restore the Leased Land to the condition that existed prior to Lessee's occupancy, reasonable wear and tear excepted, including removal of the Personal Property in accordance with the terms of this Section, but excluding the replacement of trees or other landscaping that was removed during the construction process, and excluding replacement of the Existing Tower and its associated equipment and improvements removed and decommissioned from the Leased Land by Lessee in accordance with Section 1.2. To the extent that Lessee fails to restore the Leased Land to its original condition in accordance with this Section, and has failed to comply with this obligation within a reasonable period of time after receipt of written notice thereof, Lessor shall have the right, but not the obligation, to restore the Leased Land, as provided for in this Section, at Lessee's sole cost and expense.

f. To the extent that Lessee fails to remove any of its Personal Property that Lessee is required to remove in accordance with the terms of this Section, Lessor shall have the right but not the obligation, and at its sole discretion, to take ownership of such property or a portion thereof in an "as is, where is, and with all faults" condition, without any warranties, upon written notice to Lessee and at no cost to Lessor.

2.4 Payment of Taxes. The Parties acknowledge there are no real estate taxes assessed against the Leased Land, but there may be a leasehold tax. Provided Lessee is not otherwise exempt, Lessee will pay .1284% annual leasehold tax, and any taxes that may be imposed on the leasehold interest of the Lessee in the future, on an annual basis, unless a different payment schedule is approved by Lessor.

2.5 Payment of Electric Utility Consumption Charges. Lessee shall be responsible for payment of all charges for electricity consumed by the Lessee directly to the servicing utility provider.

2.6 Pro Rata Return for Termination. In the event that the rights granted by this Ground Lease are terminated prior to the expiration of the Term, Lessee shall be entitled to a refund or credit, whatever the case may be, of the pro rata share of any consideration paid to Lessor and attributable to the unexpired Term of this Ground Lease; provided that Lessee shall remain obligated to pay the rental fee to Lessor after the termination of this Ground Lease in accordance with the terms of Section 2.3 herein above.

2.7 Remaining in Possession/Holdover. In the event Lessee holds over on the Leased Land, in accordance with Section 3.3, provided the Parties are actively, in good faith, negotiating a new

ground lease for Lessee's continued use of the Leased Land, Lessee shall continue to pay the rental fee in effect immediately prior to the expiration of this Ground Lease for such holdover period. In the event the Parties do not mutually agree on a new ground lease for Lessee's continued use of the Leased Land within six (6) months after the expiration of this Ground Lease, then Lessee shall pay on a monthly basis from that time going forward, as consideration for the continuing holdover, the equivalent of one hundred twenty-five percent (125%) of the equivalent monthly rental rate during the last month of the final Extension Term (defined in Section 3.2).

Section 3. Term

3.1 Initial Term. The initial term of this Ground Lease shall be twenty-five (25) years, commencing on the Rent Commencement Date and shall terminate on the twenty-fifth anniversary of the Rent Commencement Date, unless terminated sooner under the terms of this Ground Lease.

3.2 Extension Terms. Lessee shall have the right to extend the term of this Ground Lease for an additional three (3) periods of five (5) years each (each an "**Extension Term**"). Each Extension Term shall be exercised automatically, unless Lessee provides Lessor written notice of its intent not to extend the term at least ninety (90) days prior to the expiration of the then-current initial term or Extension Term.

3.3 Holdover. In the event Lessee continues to utilize and occupy the Leased Land after the expiration of the initial term and all Extension Terms and such continued use is permitted by Lessor, the Term of this Ground Lease shall convert to a month-to-month tenancy, terminable by either Party on thirty (30) days written notice. During such holdover term both Parties shall continue to remain bound and subject to all the terms and provisions of this Ground Lease.

3.4 Term. The initial twenty-five (25) year term, the Extension Terms and any holdover term whereby Lessee remains in possession of the Leased Land and continues operations of the Tower Facilities thereon, may be collectively referred to herein as the "**Term**."

Section 4. Lessee's Authorized Activities

4.1 Authorized Activities. Lessee's use of the Leased Land shall only be for the construction, installation, operation, maintenance, repair, replacement, modification, upgrade, update and removal of the Tower Facilities for the PSERN System as it is presently designed or may hereinafter be modified or changed, and for Lessor's Tower Equipment and the Existing Communications Equipment of the Pre-Existing Users (which may be referred to herein collectively as "**Pre-Existing Equipment**"), provided Lessor and such other Pre-Existing Users have entered into a lease, sublease or other written agreement with Lessee. Lessee shall also have the right to access the Leased Land across the FAS Premises from a public right-of-way, and the right to install utility service lines to the Leased Land from existing utility facilities located on or adjacent to FAS Premises, for a communications system to be used primarily for government use, including emergency services, public safety and other governmental purposes. Lessee shall design, install, operate, maintain, repair or replace its Tower Facilities in a manner that does not unreasonably interfere with the Pre-Existing Equipment, which Pre-Existing Equipment shall for all purposes

under this Ground Lease, including Section 28, Interference, be deemed to be existing and operating on the Leased Land prior to the PSERN System. Lessee's proposed use of the Leased Land is subject to plan review and approval by Lessor, which approval shall not be unreasonably withheld, delayed or conditioned. Upon full execution of this Ground Lease, Lessor shall be deemed to have approved the plans attached hereto as **Exhibit C**. If Lessor reasonably determines that the Tower Facilities conflicts or causes interference with the Pre-Existing Equipment locations, operations or maintenance, Lessee shall cause alterations to its Tower Facilities until such conflict or interference is eliminated or another mutually acceptable arrangement is reached with Lessor. From and after the date Lessee's plans have been approved by Lessor, which approval includes confirmation that such installations do not conflict with the location, operation and maintenance of the Pre-Existing Equipment, the use depicted thereon shall be referred to herein as the "**Authorized Activities**". No other activities may be conducted on the Leased Land without the prior written permission of Lessor. Within thirty (30) days after the primary bounded area is optimized for the PSERN System, Lessee shall provide as-built drawings of the Tower Facilities to Lessor. Lessee shall have the continuing obligation to keep its Tower Facilities in a structurally safe, secure, and good working order. Lessee shall remove any antennae, dishes, cables, and related appurtenances that are no longer actively being used, or being maintained for contingent purposes. Not included in this Ground Lease are any rights to harvest, collect, or damage any natural resource, including aquatic life or living plants, unless required to facilitate Lessee's Authorized Activities on the Leased Land.

4.2 Compliance with Laws. Lessee shall, at all times, keep current and comply with all conditions and terms of any permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding the use of the Leased Land, including any authorized use of Hazardous Substances (defined in Section 4.4.d) by Lessee. Lessee shall, at its sole expense, obtain all regulatory or proprietary consents or approvals required to be obtained from any federal, state or local entity in connection with the Authorized Activities on the Leased Land or Lessee's use and/or occupation of the Leased Land (collectively referred to hereinafter as "**Government Approvals**").

4.3 No Unlawful Use. Lessee shall not use or permit the Leased Land or any part thereof to be used for any purpose in violation of any municipal, county, state or federal law, ordinance or regulation. Lessee shall promptly comply, at its sole cost and expense, with all laws, ordinances and regulations now in force or hereafter adopted (but only if such newly adopted law, ordinance or regulation requires pre-existing uses to come into compliance therewith), relating to or affecting the condition, use or occupancy of the Leased Land.

4.4 No Hazardous Substances.

a. Lessor is not aware of any Hazardous Substances (defined in Section 4.4.d) located on the SPU Property in the soil, groundwater, or other environmental media, in violation of applicable laws. Lessee and Lessor agree that they will not place, dispose of or store any Hazardous Substance on the SPU Property in violation of applicable laws. The Parties acknowledge that, consistent with this Section, Lessee may be installing on the Leased Land backup power facilities such as generators, fuel storage tanks and batteries in quantities normal and customary for such use.

b. In addition to and without limiting the obligation under Section 8.2, to the maximum extent allowed by law, including any applicable anti-deficiency statutes, Lessee shall indemnify, defend and hold harmless Lessor with respect to any and all Claims (defined in Section 8.2) arising from the release of any Hazardous Substances on the SPU Property caused by Lessee, its employees or agents, except to the extent that such Claims are caused by Lessor, its employees or agents, another tenant, its employees or agents, or a third-party.

c. In addition to and without limiting the Lessee's obligation under Section 8.2, to the maximum extent allowed by law, including applicable anti-deficiency statutes, Lessor shall indemnify, defend and hold harmless Lessee with respect to any and all Claims arising from the presence or release of any Hazardous Substances on SPU Property caused by Lessor or its employees or agents, except to the extent that such Claims are caused by Lessee, its employees or agents. In addition, Lessor hereby agrees to indemnify and hold harmless Lessee with respect to any and all Claims arising from the presence of any Hazardous Substances on SPU Property as of the Effective Date; provided that such Claims do not arise from, and are not otherwise exacerbated by, any of Lessee's actions or work on the Leased Land.

d. For purposes of this Ground Lease, "**Hazardous Substances**" shall mean any substance subject to regulation under the Washington Hazardous Waste Management Act (Ch. 70.105 RCW) and implementing regulations, any "hazardous substance" under the Washington Model Toxics Control Act (Ch. 70.105D RCW) and implementing regulations, and any "hazardous substance" or "hazardous waste" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USC §§ 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.

4.5 Lessee's Restrictions on Use. Lessee shall not cause or permit any damage to natural resources on the Leased Land, except as contemplated by the Authorized Activities. Lessee shall also not cause or permit any filling activity to occur on the Leased Land. This prohibition includes any deposit of rock, earth, ballast, refuse, garbage, waste matter (including chemical, biological or toxic wastes), hydrocarbons, any other pollutants, or other matter in or on the Leased Land, except as approved in writing by Lessor. Lessee shall neither commit nor allow waste to be committed to or on the Leased Land. If Lessee fails to comply with all or any of the restrictions in use set out in this Section 4.5, Lessor may take any steps reasonably necessary to remedy such failure. Upon demand by Lessor, Lessee shall pay all costs of such remedial action, including, but not limited to, the costs of removing and disposing of any material deposited improperly on the Leased Land.

4.6 Due Diligence. For a period of thirty (30) days beginning from the Effective Date of this Ground Lease, Lessee shall have the right to obtain a title report or commitment for a leasehold

title policy from a title insurance company of its choice and to have the SPU Property surveyed by a surveyor of its choice. Lessee may also perform and obtain during this thirty (30) day period, at Lessee's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the SPU Property, necessary to determine if Lessee's use of the Leased Land will be compatible with Lessee's engineering specifications, system, design, operations or Government Approvals. In the event that Lessee determines that the Leased Land is incompatible for Lessee's Authorized Activities, Lessee may terminate this Ground Lease upon written notice to Lessor within this thirty (30) day period.

4.7 Access and Utilities.

a. As part of the consideration for this Ground Lease, Lessor hereby grants Lessee non-exclusive access routes on, over, under and across the areas designated in **Exhibit B** for ingress and egress, between the public right of way and the Leased Land, adequate to construct, install, operate, maintain, repair, replace, upgrade, update, and remove the Tower Facilities, and to service the Leased Land at all times during the Term of this Ground Lease. The right to use the access route provided hereunder shall have the same Term as this Ground Lease, commencing upon the Effective Date; provided that Lessee shall retain its access rights across SPU Property to and from the Leased Land after the effective expiration or termination date for the sole purpose of compliance with the removal and restoration terms of this Ground Lease. Such access route is provided in an "as is" condition, without warranty and without regard to Lessee's intended uses. Lessee acknowledges it has had the right and opportunity to inspect the access route identified in **Exhibit B** and that it relies on its own or its experts' knowledge in regard to such access rights.

b. Lessee shall have the right to access the Leased Land, seven (7) days a week, twenty-four (24) hours a day, on foot, motor vehicle, including trucks, or by air over or along the access route depicted in **Exhibit B**.

c. Lessee shall have the right to construct a fence, lighting, cameras or alarm systems to secure the Leased Land. Lessor shall not allow the placement, construction, or installation of any equipment or materials in the Leased Land without Lessee's prior written consent, which consent may not be unreasonably withheld, conditioned or delayed.

d. Lessee shall have the right to construct, install, repair, update, upgrade and maintain, at Lessee's expense, utility conduits and supporting utility facilities, for power and/or telco delivery to the Leased Land, the locations for which are generally depicted in **Exhibit B**. The design and construction of such utility facilities shall be subject to Lessor's written consent, which shall not be unreasonably withheld, conditioned or delayed. Within thirty (30) days after the primary bounded area is optimized for the PSERN System, Lessee shall provide as-built drawings of the utility conduits and supporting utility facilities to FAS. Lessee's use of electrical service at the SPU Property will be separately metered, and Lessee will be responsible for payment of all costs and expenses arising from or related to such separately metered electrical service.

Section 5. SPU's Retained Rights and Continuing Operations

Lessee acknowledges that Lessor's rights to lease the Leased Land to Lessee are subject to the IDA between SPU and FAS, a copy of which is annexed hereto as **Exhibit E**. Consequently, Lessor hereby reserves for SPU, its officials, agents, contractors, employees, successors and assigns, the right to construct, operate, test, repair and maintain existing and additional overhead and/or underground transmission and/or distribution and/or service lines, together with but not limited to the facilities which are necessary and convenient for utility purposes on the Leased Land; provided such construction, operation, testing, repair and maintenance of such facilities does not unreasonably interfere with Lessee's physical use of the Leased Land or physical operation of the Tower Facilities thereon.

Section 6. Eminent Domain

6.1 Taking. If all of the Leased Land is taken by Eminent Domain (defined below), this Ground Lease shall terminate as of the date Lessee is required to vacate the Leased Land and all rental fees and any other additional fees owing shall be paid to that date; any unearned prorated portion of the pre-paid fees (including but not limited to rental fees) shall be returned to Lessee prior to the effective date of such taking. The term "**Eminent Domain**" shall include the taking or damaging of property by, through or under any governmental or statutory authority, and any purchase or acquisition in lieu thereof, whether the damaging or taking is by government or any other person. If a taking of any part of the Leased Land by Eminent Domain renders the remainder thereof unusable by Lessee, the Ground Lease may, at the option of Lessee, be terminated by written notice given to Lessor not more than sixty (60) days after Lessee's receipt of written notice of the taking, and such termination shall be effective as of the date when Lessee is required to vacate the portion of the Leased Land so taken. Whenever any portion of the Leased Land is taken by Eminent Domain and this Ground Lease is not terminated, rental fees hereunder shall be reduced from the date Lessee is required to partially vacate the Leased Land in the same proportion that the Leased Land taken bears to the total Leased Land prior to taking.

6.2 Award.

a. Lessor reserves all rights to the entire damage award or payment for any taking by Eminent Domain, and Lessee waives all claims for damages for termination of its leasehold interest in the Leased Land or for interference with its business. Lessee hereby grants and assigns to Lessor any right Lessee may now have or hereafter acquires to such damage award, excluding such damages Lessee has a right to under Section 6.2.b herein below.

b. Notwithstanding anything herein to the contrary, Lessee shall have the right to claim from the condemning authority all compensation that may be recoverable by Lessee on account of any loss incurred by Lessee for business interruption and in removal or relocation of Lessee's structures and equipment on and from the Leased Land; provided, however, that Lessee may claim such damages only if they are awarded separately in the Eminent Domain proceeding and not out of or as part of Lessor's damages.

Section 7. Default

7.1 Definition.

a. If either Party violates or breaches or fails to keep or perform any covenant, term or condition of this Ground Lease, or if Lessee is adjudicated insolvent, such Party shall be deemed in default hereunder ("**Default**"). If a Default continues for or is not remedied within forty-five (45) days after written notice thereof has been given by the non-defaulting Party to the defaulting Party specifying the Default, then the non-defaulting Party shall have the right, at its option, in addition to and not exclusive of any other remedy the non-defaulting Party may have under this Ground Lease or by operation of law, to terminate this Ground Lease upon written notice to the defaulting Party; provided that, if the Default cannot reasonably be cured within such forty-five (45) day period, and the defaulting Party has commenced to cure such Default within such forty-five (45) day period and such efforts are prosecuted to completion with reasonable diligence, then the non-defaulting Party shall not exercise its right to terminate this Ground Lease. In the event of termination pursuant to this Section, Lessee shall only be responsible for the rental fee until the date all Personal Property has been removed from the Leased Land, or ownership thereof has transferred to Lessor, in accordance with the terms of Section 2.3 herein above.

b. In the event that Lessee is in Default of this Ground Lease beyond any applicable cure period, Lessor shall have the following nonexclusive rights and remedies in addition to those set forth in Section 7.1.a, at its option: (i) to terminate this Ground Lease and, provided Lessee is not in compliance with the terms of Section 2.3, reenter the Leased Land, take possession thereof, and remove all persons and property therefrom, for which actions Lessee shall have no claim thereon or hereunder; or (ii) subject to the terms of Section 13, to cure such Default on Lessee's behalf and at Lessee's sole expense, and to charge Lessee for all reasonable direct costs and expenses incurred by Lessor in effecting such cure, including but not limited to attorneys' fees and costs.

c. In the event that Lessor is in Default of this Ground Lease beyond any applicable cure period, Lessee shall have the right, in addition to those rights and remedies set forth in Section 7.1.a, at its option to cure such Default on Lessor's behalf and at Lessor's sole expense. In such event, within forty-five (45) days after Lessor's receipt of an invoice setting forth Lessee's expenses incurred to cure Lessor's Default, Lessor shall repay Lessee the amount therein.

7.2 Reentry. If Lessor terminates this Ground Lease and reenters the Leased Land under option (i) of Section 7.1.b, to obtain possession of the Leased Land and exclude Lessee from use thereof, Lessee shall be liable for and shall reimburse Lessor upon demand for all reasonable costs and expenses incurred in retaking possession of the Leased Land and all other losses suffered by Lessor as a consequence of Lessee's Default. In the event of any entry or taking possession of the Leased Land, Lessor shall have the right, but not the obligation, to remove therefrom all or any part of the Personal Property, as defined in Section 2.3, located therein and may place the same in storage at a public warehouse at the expense and risk of Lessee.

7.3 Termination. If Lessor elects to terminate this Ground Lease pursuant to the provisions of Section 7.1.a, Lessee shall be liable to Lessor for any amount necessary to compensate Lessor for all the detriment caused by Lessee's failure to perform its obligations under this Ground Lease, including but not limited to, any reasonable direct costs or expenses incurred by Lessor in retaking possession of the Leased Land, including reasonable attorneys' fees therefore; repairing the Leased Land after such Default; returning the Leased Land to its condition prior to the Rent Commencement Date of this Ground Lease, including repairs or alterations to the Leased Land for such return; and any other reasonable costs directly necessitated by such Default.

7.4 Consequential Damages. Notwithstanding anything in this Ground Lease to the contrary, under no circumstances shall the defaulting Party be liable to the non-defaulting Party for consequential, incidental or punitive damages that result from a Default, including, but not limited to, rental fees that would have accrued after the date all Personal Property has been removed from the Leased Land, or ownership thereof has transferred to Lessor, in accordance with the terms of Section 2.3, costs incurred to re-let the Leased Land, and such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of Washington.

Section 8. Release and Indemnification

8.1 Release. Lessor makes no covenant, representation, or warranty to the Lessee that any pre-existing or subsequent user of the SPU Property (excluding the FAS Premises) will not cause interference with or interruption of the Lessee's use of the Tower Facilities or the Leased Land. So long as Lessor complies with its obligations under Section 28 and takes reasonable steps to cause any third-party users to comply with the requirements under Section 28, Lessee hereby releases Lessor from any Claims arising from interference with Lessee's permitted use of the Leased Land for its Tower Facilities caused by third parties, except to the extent caused by Lessor's negligence or willful misconduct.

8.2 Mutual Indemnification. As used in this Ground Lease, "**Claims**" means all claims, lawsuits, losses, damages, costs (including but not limited to reasonable attorney's fees), expenses and liabilities of any kind arising from damage to property or bodily injury, including death. Lessee, to the maximum extent allowed by law, including any applicable anti-deficiency statutes, shall defend, indemnify and hold harmless Lessor and its directors, officers, elected officials, employees, and contractors from and against any and all Claims to the extent caused by the Lessee's breach of this Ground Lease or the negligent acts or omissions of the Lessee, or its employees, elected officials, servants, contractors, licensees or invitees. Lessor, to the maximum extent allowed by law, including any applicable anti-deficiency statutes, shall defend, indemnify and hold harmless the Lessee and its directors, officers, elected officials, employees, and contractors from and against any and all Claims to the extent caused by Lessor's breach of this Ground Lease or the negligent acts or omissions of Lessor, or its employees, elected officials, servants, contractors, licensees or invitees.

8.3 Waiver of Immunity under Title 51. Each Party agrees that the foregoing indemnity specifically covers actions brought by its own employees and that this indemnity shall survive termination or expiration of this Ground Lease. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial

Insurance Act, Revised Code of Washington (“RCW”) Title 51, but only with respect to the other and to the extent necessary to provide a full and complete indemnity from Claims as required under Section 8.2. Each Party shall promptly notify the other of casualties or accidents occurring in or about the SPU Property.

Section 9. Insurance

9.1 Lessee’s Insurance Coverages and Limits. Lessee shall, at its sole cost and expense, maintain, and cause its subtenant(s), if any, to maintain in full force and effect the following minimum limits of insurance or self-insurance, and adhere to all terms and conditions set forth below, throughout the entire Term:

a. **Commercial General Liability (“CGL”)** written on an occurrence form at least as broad as ISO CG 00 01, with minimum limits of liability:

\$1,000,000 per Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal/Advertising Injury Liability
\$1,000,000 Damage to Premises Rented to You

Employers Liability / Washington Stop Gap

\$1,000,000 Each Accident / Each Disease / Policy Limit

Alternatively, coverage may be evidenced as Employer’s Liability insurance under Part B of a Workers Compensation insurance policy.

CGL Coverage shall include: Premises and Operations; Broad Form Property Damage (Including Completed Operations); Liability assumed under an Insured Contract, subject to standard policy exclusions (including tort liability of another assumed in a business contract); Personal Injury and Advertising Liability; Independent Contractors; Severability of Interest Clause; Waiver of Subrogation endorsement in favor of Owner as required by contract; “Claims Made” and “Modified Occurrence” policy forms are not acceptable.

The limits of liability described above are minimum limits of liability only. Regardless of provisions to the contrary under the terms of any insurance policy maintained by Lessee, the specification of any such minimum limits shall neither be (i) intended to establish a maximum limit of liability to be maintained by Lessee regarding this Ground Lease, nor (ii) construed as limiting the liability of any of Lessee’s insurers, which must continue to be governed by the stated limits of liability of the relevant insurance policies.

b. **Automobile Liability** insurance at least as broad as ISO CA 00 01 including coverage for owned, non-owned, leased or hired vehicles, as applicable, with a minimum limit of \$1,000,000 each accident for bodily injury and property damage.

c. **Workers' Compensation** insurance, or qualified self-insurance, securing Lessee's liability for industrial injury to its employees in accordance with the provisions of Title 51 of the RCW.

d. **Umbrella or Excess Liability** insurance if and as necessary to maintain total CGL and Automobile Liability insurance limits of \$5,000,000 each occurrence and be no less broad than coverages described above.

e. **Property** insurance under which the Lessee's Tower Facilities and all alterations, additions and improvements that Lessee makes to the Leased Land are insured throughout the Term in an amount not less than the replacement cost new thereof, against the following hazards: (i) loss from the perils of fire and other risks of direct physical loss (earthquake optional), not less broad than provided by the insurance industry standard "Causes of Loss - Special Form" (ISO form CP 1030 or equivalent); (ii) loss or damage from water leakage or sprinkler systems now or hereafter installed in or on the Leased Land; (iii) loss or damage by explosion of steam boilers, pressure vessels, or above-ground oil or gasoline storage tanks or similar apparatus now or hereafter installed on the Leased Land; and (iv) loss from business interruption or extra expense, with sufficient coverage to provide for the payment of the annual rental fee and other costs during any interruption of Lessee's business. Lessor shall be named as an additional loss payee, as its interest may appear, as respects property insurance covering the alterations, additions and improvements under such policy.

f. In the event that Lessor deems insurance to be inadequate to protect Lessee and Lessor, Lessee shall reasonably increase coverages and/or liability limits as Lessor shall deem reasonably adequate within sixty (60) days after the date of written notice.

9.2 Terms and Conditions for Lessee's Insurance.

a. **Lessor as Additional Insured.** The CGL insurance and, in addition, excess and/or umbrella liability insurance, if any, shall include "Lessor, its officers, officials, employees, agents and volunteers" as additional insureds. Lessee's insurance shall be primary and non-contributory to any insurance maintained by or available to Lessor. If the Lessee's self-insurance program does not allow for additional insureds, this paragraph does not apply.

b. **Required Separation of Insured Provision; Cross-Liability Exclusion and other Endorsements Prohibited.** Lessee's CGL insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer's liability. Lessee's CGL insurance policy shall not contain any provision, exclusion or endorsement that limits, bars, or effectively precludes Lessor from coverage or asserting a claim under the Lessee's CGL insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy.

c. **Cancellation Notice.** Coverage shall not be cancelled without forty-five (45) days written notice of such cancellation, except ten (10) days written notice as respects cancellation for non-payment of premium, to Lessor at its notice address set forth in Section 14 below, except as may otherwise be specified in RCW 48.18.290 (Cancellation by insurer). Lessor and the Lessee mutually agree that for the purpose of RCW 48.18.290(1)(e), for both liability and

property insurance, Lessor is deemed to be a “mortgagee, pledge, or other person shown by (the required insurance policies) to have an interest in any loss which may occur thereunder.”

d. **Minimum Security Requirements.** Each insurance policy required hereunder shall be: (1) subject to reasonable approval by Lessor that it conforms with the requirements of this Section, and (2) be issued by an insurer rated A–:VIII or higher in the then-current A. M. Best's Key Rating Guide and licensed to do business in the State of Washington unless procured under the provisions of Chapter 48.15 RCW (Unauthorized insurers).

e. **Deductible or Self-Insured Retention.** Any deductible or self-insured retention (“**S.I.R.**”) must be disclosed to, and shall be subject to reasonable approval by, Lessor. Lessee shall cooperate to provide such information as Lessor may reasonably deem to be necessary to assess the risk bearing capacity of the Lessee to sustain such deductible or S.I.R. The cost of any claim falling within a deductible or S.I.R. shall be the responsibility of Lessee. If a deductible or S.I.R. for CGL or equivalent insurance is not “fronted” by an insurer but is funded and/or administered by Lessee or a contracted third-party claims administrator, Lessee agrees to defend and indemnify Lessor to the same extent as Lessor would be protected as an additional insured for primary and non-contributory limits of liability as required herein by an insurer.

9.3 Property Insurance Coverage and Limits. During such time as Lessee is engaged in the performance of the initial installation or other structural renovation of the Leased Land, the Lessee or its contractor(s) shall maintain in full force and effect “All Risks” builder’s risk property insurance or reasonable equivalent for the portion of the Leased Land under structural renovation, including fire and flood, on a replacement cost new basis. In the event of a Claim under the builder’s risk policy, Lessee or its contractor(s) shall be responsible for paying any deductible under the policy if Lessee or any of its agents, employees, or contractors is responsible for the loss or damage. It shall be Lessee’s responsibility to properly coordinate with Lessor’s Risk Management Division the placement of builder’s risk property insurance prior to any new construction on, or structural alteration of, the Leased Land.

9.4 Waiver of Subrogation. Unless such waiver would void the property insurance coverage to be provided pursuant to this Section 9, Lessor and Lessee waive all subrogation rights each may have against the other, or any subtenant, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Section 9 or other property insurance applicable to the SPU Property, except such rights as they have, to proceeds of such insurance held by Lessor or the Lessee or both as fiduciary. This waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, whether or not the person or entity paid the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.

9.5 Evidence of Insurance. On or before the Rent Commencement Date, and thereafter not later than the last business day prior to the expiration date of each such policy, the following documents must be delivered to Lessor at its notice address set forth in Section 14 below as evidence of the insurance coverage required to be maintained by Lessee:

- a. Certification of insurance documenting compliance with the coverage, minimum limits and general requirements specified herein;
- b. A copy of the policy's declarations pages, showing the insuring company, policy effective dates, limits of liability, and the "Schedule of Forms and Endorsements" specifying all endorsements listed on the policy including any company-specific or manuscript endorsements;
- c. A copy of the CGL insurance policy endorsements expressly including Lessor and its officers, elected officials, employees, agents and volunteers as additional insureds (whether on ISO Form CG 20 26 or an equivalent additional insured or blanket additional insured policy wording), showing the policy number;
- d. Pending receipt of the documentation specified in this Section 9.5, Lessee may provide a copy of a current complete binder. An ACORD certificate of insurance will not be accepted in lieu thereof; and
- e. Evidence of insurance as set forth above, shall be issued to Lessor, at Lessor's notice address set forth in Section 14 below.
- f. In lieu of the above documents, Lessee may provide Lessor with a letter of self-insurance as adequate proof of coverage. Lessee is required to update such proof only upon substantial changes to its self-insurance program; provided that if the Lessee assigns this Ground Lease as permitted under Section 10, the Lessee or its assignee shall provide proof of coverage in compliance with the requirements of this Section 9 prior to or upon the effective date of the assignment.

9.6 Assumption of Property Risk. The placement and storage of Lessee's Tower Facilities in or about the Leased Land, together with any construction contemplated by this Ground Lease conducted by or on behalf of Lessee, shall be the responsibility, and at the sole risk, of Lessee. Notwithstanding anything to the contrary contained in this Ground Lease, under no circumstances does Lessee assume any risks or liability associated with or arising out of any latent defects in the Existing Tower.

9.7 Adjustments of Claims. The Lessee shall provide for the prompt and efficient handling of all Claims for bodily injury, property damage or theft to the extent arising out of, and subject to the terms of Section 9.4, Waiver of Subrogation, the activities of the Lessee under this Ground Lease.

9.8 Lessee's Responsibility. The procuring of the policies of insurance required by this Ground Lease shall not be construed to limit the Lessee's liability hereunder. Notwithstanding said insurance, and subject to the terms of Section 9.4, Waiver of Subrogation, the Lessee shall be obligated for the full and total amount of any damage, injury or loss caused by the negligence of the Lessee, or any of its agents, officers and employees or through Lessee's use or occupancy of the Leased Land.

9.9 Third-Party Insurance. Before authorizing any contractor or third-party to enter onto the SPU Property to perform any activity on behalf of the Lessee, the Lessee shall be responsible for ensuring that all such parties are insured in the forms described in Section 9.5, Evidence of

Insurance, herein above and meet all requirements in Sections 9.1.a, b, c, f, 9.2, 9.5, 9.6, 9.7, and 9.8.

9.10 The Lessee maintains a fully funded self-insurance program for the protection and handling of its liabilities including injuries to persons and damage to property. Lessor acknowledges, agrees and understands that the Lessee is self-funded for all of its liability exposures for this Ground Lease. The Lessee agrees to provide Lessor with at least thirty (30) days prior written notice of any material change in the Lessee's self-funded insurance program. Lessor further acknowledges, agrees and understands that the Lessee does not purchase CGL insurance and is a self-insured governmental entity; therefore, the Lessee does not have the ability to name Lessor as an additional insured.

Section 10. Assignment and Subletting

10.1 Assignment. Lessee shall not assign this Ground Lease without express written permission of Lessor, which shall be at Lessor's sole discretion. Lessor acknowledges that Lessee and other municipalities participating in the PSERN System intend to establish a new governmental non-profit entity that will eventually own and operate the PSERN System ("**PSERN Operator**"). Notwithstanding anything in this Ground Lease to the contrary, Lessee may assign its interest in this Ground Lease one time, without Lessor's consent, to the PSERN Operator, provided that such PSERN Operator is a governmental agency and such agency agrees to assume in writing all of the rights, obligations and conditions of this Ground Lease without change. Once this Ground Lease has been assigned to the PSERN Operator, no further assignment of this Ground Lease shall be permitted without the express written permission of Lessor, which shall be at Lessor's sole discretion. In the event of an assignment in accordance with the terms herein, the assignor will be relieved of all future performance, liabilities and obligations under this Ground Lease to the extent of such assignment.

10.2 Subletting. Lessor hereby consents to Lessee subletting space to all Pre-Existing Users of the Existing Tower. Any additional lease, sublease or license by Lessee of space on or within the Tower Facilities and/or Leased Land shall require Lessor's prior written consent, which Lessor shall not unreasonably withhold, delay or condition; provided that Lessor may condition its consent on Lessor first obtaining SPU's prior written consent, which consent is required under Section 21 of the IDA.

Section 11. No Liens or Encumbrances

Lessee acknowledges and agrees that it will not pledge or use in any fashion the rights and privileges granted herein as security for any purpose. Lessee further acknowledges and agrees not to permit any liens or encumbrances from any source or for any purpose whatsoever arising out of Lessee's use of the Leased Land to attach to the SPU Property; provided however that Lessor agrees to sign a short form or memorandum of this Ground Lease that Lessee may record at Lessee's expense.

Section 12. Insolvency

In the event that Lessee becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the Lessee, and such receiver, assignee or other liquidating offer is not discharged within thirty (30) days from the date of his appointment, then Lessor may terminate this Ground Lease at its option.

Section 13. Lessor May Perform

a. If the Lessee breaches or fails to do any covenant, act or thing required to be done by the Lessee under this Ground Lease, except to pay rental fees, Lessor may notify the Lessee of such failure, and give Lessee forty-five (45) days to correct such breach or perform such act or thing. In the event Lessee fails to perform within said forty-five (45) days, Lessor shall have the right, at its sole option, but not the obligation, to do such act or thing on behalf of the Lessee, and within forty-five (45) days after Lessee's receipt of an invoice from Lessor, including reasonably acceptable documentation supporting Lessor's reasonable direct costs and expenses in connection therewith, the Lessee shall repay Lessor the amount thereof. All such monies due shall be subject to interest at the rate of twelve percent (12%), or the maximum amount permitted at law, whichever is less, per annum, from the date that is forty-five (45) days after Lessee's receipt of Lessor's invoice for said reasonable direct costs and expenses to the date of the Lessee's repayment.

b. Except as expressly set forth in this Ground Lease, Lessor shall not maintain, repair or otherwise touch or interfere with Lessee's Tower Facilities without Lessee's prior consent; provided that, in the event of an emergency posing an imminent threat of bodily injury or property damage, Lessor may take action necessary to abate the threat and shall give Lessee written notice of such actions taken as soon as is reasonably possible thereafter.

Section 14. Notices

Any notice, consent, request, or other communication provided for in this Ground Lease shall be in writing and shall be sent by registered or certified mail to the addresses listed below, unless a different address shall be designated in writing and delivered to the other Party.

If to Lessor: The City of Seattle
Department of Finance and Administrative Services
Attn: Manager, Real Estate Services
RE: PSERN – West Seattle
700 Fifth Avenue, Suite 5200
Seattle WA 98124-4689

With a copy to: The City of Seattle
Seattle Information Technology Department
Attention: Manager, Radio Systems
RE: PSERN – West Seattle
PO Box 94689
Seattle WA 98124-4689

If to Lessee: King County Facilities Management Division
Real Estate Services
Attention: Leasing Supervisor
Re: West Seattle PSERN Lease
500 Fourth Avenue, Suite 830
Seattle, WA 98104

With a copy to: King County Facilities Management Division
Director's Office
Attention: Gail Houser
RE: West Seattle PSERN Lease
500 Fourth Avenue, Suite 800
Seattle, WA 98104

With a copy to: King County
Emergency Radio Communications Division - KCIT
Attention: Adrian Englet
RE: West Seattle PSERN Lease
400 Yesler Way, Suite 700
Seattle, WA 98104

Notices shall be deemed to have been given when properly sent and received, refused or returned undelivered. Either Party may change their notice addresses set forth herein by giving the other Party thirty (30) days written notice thereof.

Section 15. Applicable Law and Venue

This Ground Lease shall be interpreted and construed pursuant to the laws of the State of Washington. Venue for any action arising out of or in connection with this Ground Lease shall be with King County Superior Court at Seattle.

Section 16. Intentionally omitted.

Section 17. Representation or Warranty

a. Lessor makes no representations or warranties and shall not in any way be liable for or with respect to the condition of the Leased Land, or the Leased Land's suitability for Lessee's intended use, or for any use whatsoever and Lessee assumes the responsibility and risks of all defects and conditions in the Leased Land and surrounding areas, if any, that cannot be observed by casual inspection. Lessee acknowledges that Lessee has had the opportunity to inspect the Leased Land and Lessee will be relying entirely upon its own inspection and/or on any consultant Lessee may retain.

b. The Parties warrant that the officers and individuals executing below have been duly authorized to act for and on behalf of the Party for purposes of executing this Ground Lease and granting use of the access and utility routes set forth herein.

c. Lessor represents, warrants and agrees that Lessor's execution and performance of this Ground Lease will not violate any laws, covenants or the provisions of any mortgage, lease, the IDA, or any other agreement binding on Lessor.

d. Lessor further represents, warrants and agrees that, as of the Effective Date: (i) the IDA included hereto at **Exhibit E** is in full force and effect, and includes SPU's consent for Lessor to enter into this Ground Lease; (ii) neither SPU nor FAS is in default of any term or condition of the IDA and there exists no condition by which the giving of notice, or passage of time (or both), would be or ripen into a default under any of the terms or conditions of the IDA; (iii) the IDA constitutes the entire agreement between SPU and FAS regarding the FAS Premises, and, except as attached as **Exhibit E**, there are no written or oral amendments to the IDA; and (iv) during the Term of this Ground Lease, FAS will not materially modify or amend the IDA in a manner that adversely affects this Ground Lease without the prior written consent of Lessee.

Section 18. Quiet Enjoyment

Lessee understands and specifically acknowledges that this Ground Lease does not provide the normal quiet enjoyment provisions typical of other leases. If Lessee fully complies with and promptly performs all of the terms, covenants and conditions of this Ground Lease on its part to be performed, it shall have the right of quiet and peaceful use, possession and enjoyment of the Leased Land throughout the Term, subject, however, to SPU's retained rights and ongoing operations specifically set forth in Section 5 herein above.

Section 19. Severability

In case any one or more of the provisions contained in this Ground Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Ground Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 20. No Waiver

No waiver of any right under this Ground Lease shall be effective unless contained in a writing signed by an authorized representative of the Party sought to be charged with the waiver, and no waiver of any right arising from any breach shall be deemed to be a waiver of any future right or any other right arising under this Ground Lease.

Section 21. Force Majeure

Neither Party shall be deemed in Default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder, if such is due to any cause beyond its reasonable control, including, but not limited to an act of nature, act of civil or military authority, fire, flood, windstorm, earthquake, strike or labor disturbance, civil commotion, delay in transportation, governmental delay, or war.

Section 22. Time

Time is of the essence of this Ground Lease.

Section 23. Other General Terms and Conditions

23.1 Intentionally Omitted.

23.2 The Lessee agrees to submit plans furnishing details of any blacktopping, grading, cuts or fills on any part of the Leased Land for approval by Lessor prior to the undertaking of any such blacktopping, grading, cuts or fills on the Leased Land. Such approval will not be unreasonably withheld, conditioned or delayed.

23.3 After the initial installation of the Tower Facilities, Lessee shall obtain Lessor's written consent prior to making any material changes to the Tower Facilities and the electric utility servicing the Tower Facilities that require a local governmental land use or building permit, which consent shall not be unreasonably withheld, delayed or conditioned. Except as provided herein above, after the initial installation of the Tower Facilities, Lessor's consent shall not be required for any installation, maintenance, repair, replacement, addition, removal, update or upgrade of any of the Tower Facilities or the Leased Land, so long as it does not interfere with the then-current use of FAS Premises by FAS. Notwithstanding anything to the contrary contained in this Ground Lease, Lessee shall not be required to obtain Lessor's prior written consent for any installation, maintenance, repair, replacement, addition, removal, update or upgrade of any equipment or improvements located solely within Lessee's Shelter.

23.4 Lessor's execution of this Ground Lease will signify Lessor's written approval of the site plans attached to this Ground Lease as **Exhibit G**, and will signify Lessor's written approval of the Tower Facilities described in such site plans, including but not limited to Lessee's utility facilities, backup power batteries, generator(s) and fuel storage tank(s) depicted, listed or referenced thereon.

23.5 In all cases under this Ground Lease where Lessor's prior written consent is required for any improvements to the Leased Land and/or the Tower Facilities, Lessee shall submit its written request for approval thereof to Lessor, including proposed site plans therefor. If Lessor fails to respond in writing to Lessee's proposed plans within thirty (30) days of their receipt, the plans will be deemed approved. After approval (or deemed approval), the plans will be considered incorporated into this Ground Lease as **Exhibit G**. If there is any discrepancy between the plans attached at **Exhibit C** and those of **Exhibit G**, the site plans approved (or deemed approved) by Lessor last in time shall control. If Lessor disapproves the plans, then Lessee will provide Lessor with revised plans. In the event Lessor disapproves the revised plans, Lessee may either: i) make further revisions to the plans and submit them to Lessor for review, or ii) terminate this Ground Lease immediately by providing written notice to Lessor.

23.6 The Lessee agrees to provide Lessor a copy of all reports prepared by a qualified structural engineer that verify Lessee's New Tower is in compliance with the current standards of TIA/EIA 222. Lessee shall obtain such report at a minimum of once every five (5) years after the initial installation of the New Tower on the Leased Land.

23.7 Lessee agrees not to allow vehicles with loading in excess of the federal standard HS20 on the SPU Property, unless specifically approved in writing by Lessor.

23.8 Where this Ground Lease has provided Lessee use of roadways on SPU Property, such use of said roadways shall not be deemed or held to be an exclusive use, or prohibit Lessor from granting other permits of like or other nature, or interfere with Lessor's use of said access roadways, or affect its jurisdiction of all or any part of it.

23.9 The Lessee understands and agrees that its status under this Ground Lease is only that of interim tenants, with term of tenancy limited by the terms of this Ground Lease; that cancellation or nonrenewal of this Ground Lease for any reason specifically provided in this Ground Lease shall not render the Lessee a "displaced person" and does not qualify it to any benefits under present or future relocation assistance laws, rules or regulations, except as such benefits may be available in accordance with Section 6.2 herein.

23.10 The Lessee agrees to maintain the Leased Land in an orderly, fit and sanitary condition, and to leave the same in an orderly, fit and sanitary condition at the expiration of the Term of this Ground Lease, or upon an earlier termination thereof, and shall peacefully surrender such Leased Land and the use thereof in accordance with the terms of Section 2.3 herein.

23.11 Lessor shall have the right at all reasonable times, upon not less than five (5) business days prior written notice to Lessee and an opportunity for Lessee's representatives to be present, to inspect the Tower Facilities for the purpose of observing the conditions thereof, and the manner of compliance by the Lessee with the terms and conditions of this Ground Lease. Lessor may not authorize any third party to access the Tower Facilities without Lessee's consent and without a representative of Lessee being present at the time of such access, unless otherwise required by law, government regulation or court order.

23.12 The Lessee shall not at any time interfere with Lessor's access to and over SPU Property, excluding the Leased Land.

23.13 The Lessee shall be responsible for maintenance of the Leased Land. Lessee shall not place debris outside the Leased Land. If debris is placed outside the Leased Land, Lessor reserves the right to remove the debris. The direct cost of the cleanup shall be paid by the Lessee. After initial installation by Lessee, Lessor shall maintain the access road from the public right-of-way to the Leased Land in the same manner and condition as it is currently maintained by Lessor as of the Effective Date.

23.14 The Lessee agrees that use of the Leased Land must be consistent with applicable zoning laws and regulations; where the proposed use is not consistent with said laws, said use is conditioned upon the Lessee obtaining conditional zoning, or if use is an existing non-conforming use and the local jurisdiction enforces the current zoning.

23.15 The placement of underground utility lines outside the Leased Land must be indicated above ground in a manner approved by Lessor in its sole discretion.

23.16 This Ground Lease may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

Section 24. Binding Effect

The covenants and agreements of this Ground Lease shall be binding upon and inure to the benefit of Lessor and the Lessee and their heirs, executors, administrators, successors and assigns.

Section 25. Entire Agreement

This Ground Lease and its exhibits set forth the entire agreement of the Parties as to the subject matter hereof and supersede all prior discussions and understandings between them. This Ground Lease may not be amended, except by instrument in writing signed by a duly authorized representative of each Party hereto.

Section 26. Non-Discrimination

a. Lessee and Lessor, for themselves, their successors, and assigns, as a part of the consideration hereof, do hereby covenant and agree to comply with all civil rights and anti-discrimination requirements of federal, state or local laws applicable to the SPU Property, including, without limitation, Chapter 49.60 RCW. Lessee and Lessor shall not discriminate on the basis of race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under King County Code Chapter 12.16. Lessor and Lessee shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, Chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a Default of this Ground Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part, of this Ground Lease and may result in ineligibility for further agreements between the Parties.

b. Furthermore, Lessee and Lessor shall comply with all applicable equal employment opportunity and nondiscrimination laws of the City of Seattle, including but not limited to Chapters 14.04, 14.10 and 20.42 of the Seattle Municipal Code, as they may be amended from time to time, and rules, regulations, orders and directives of the associated administrative agencies and their officers.

Section 27. Termination by Lessee

Lessee retains the right to terminate this Ground Lease for no reason whatsoever upon one (1) year written notice to Lessor. In the event of termination of this Ground Lease as provided for in this Section, Lessee shall remove all Personal Property and the Tower Facilities and repair any

damage to the SPU Property and the Lessor's facilities that Lessee causes, at its sole expense, as provided for in Section 2.3.

Section 28. Interference

a. Where there are existing radio frequency user(s) on SPU Property, Lessor will provide Lessee with a list of all existing radio frequency user(s) on the SPU Property and the frequencies used by each to allow Lessee to evaluate and avoid the potential for interference. Lessee warrants that its use of the Leased Land will not interfere with existing radio frequency user(s) so disclosed by Lessor at the time Lessee begins its use of the Leased Land, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws, licenses and manufacturers' specifications. Lessee shall perform a radio frequency intermodulation study prior to the installation of the Tower Facilities on the Leased Land to confirm that such proposed installation will not create interference with any existing radio frequency user(s) on SPU Property.

b. Without Lessee's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, Lessor will not grant a lease, license or any other right to any third party for the use of FAS Premises if such use may in any way adversely affect or interfere with Lessee's equipment, Lessee's operations, or Lessee's rights under this Ground Lease.

c. Lessor further agrees to include in all future leases, licenses and agreements to utilize FAS Premises the requirement to comply with terms that are substantially equivalent to the following: (i) comply with the rules, regulations, and licenses of the Federal Communications Commission ("**FCC**"); (ii) cease operating any equipment which causes interference within twenty-four (24) hours after receipt of written notice of interference, except for intermittent testing to determine the cause of such interference, until the interference has been corrected; (iii) perform radio frequency intermodulation studies prior to the installation of additional equipment or radio frequencies to confirm that the proposed installation will not create interference with existing uses; (iv) reasonably cooperate with other users in order to troubleshoot the cause of any radio frequency interference which may arise; and (v) the last user to add equipment on FAS Premises that causes radio frequency interference shall have primary responsibility to investigate the cause of the interference and to incur the expense to cure the interference. If the interference cannot be cured using commercially reasonable efforts, such user shall remove from FAS Premises the equipment that causes the interference.

d. For the purposes of this Ground Lease, "interference" includes harmful interference as defined by the FCC, and any use on SPU Property or surrounding property that causes physical obstruction with the use of the Leased Land.

Section 29. Disaster

In the event the Tower Facilities or Leased Land are destroyed or damaged by fire, earthquake or other casualty so as to render the Tower Facilities or Leased Land unfit for use as provided for herein, Lessee may terminate this Ground Lease upon written notice to Lessor given within forty-five (45) days after the date of the damage or destruction, the effective termination date for which shall be retroactive to the date of damage or destruction. If the Lessee believes it

is feasible to relocate the Tower Facilities to a different location on SPU Property, Lessor will endeavor to provide an interim site for Lessee to locate temporary, mobile Tower Facilities and equipment as necessary to continue service during repair or relocation of the Leased Land or Tower Facilities. Unless otherwise agreed in writing by Lessor, the permission for any interim site shall cease one (1) year after the date of the damage or destruction.

Section 30. Exhibits

The following Exhibits are attached hereto and hereby incorporated and made a part of this Ground Lease:

- Exhibit A: Legal Description of SPU Property
- Exhibit B: Legal Description and Depiction of FAS Premises
- Exhibit C: Depiction of the Leased Land & Tower Facilities
- Exhibit D: Lessor's Tower Equipment
- Exhibit E: IDA
- Exhibit F: Bill of Sale
- Exhibit G: Site Plans

[SIGNATURES ON FOLLOWING PAGE]

GRANTED as of the Effective Date.

KING COUNTY,
a political subdivision of the State of Washington

THE CITY OF SEATTLE,
a municipal corporation of the State of
Washington, acting by and through its
Department of Finance and Administrative
Services

By: _____
Name: Anthony O. Wright
Its: Director, Facilities Management Division
Date: _____

By: _____
Name: _____
Its: _____
Date: _____

Consent:
EMERGENCY RADIO
COMMUNICATIONS DIVISION

By: _____
David L. Mendel, Director
Date: _____

Approved as to form:

Busch Law Firm PLLC

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 20____, I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the _____, Department of Finance and Administrative Services, of The City of Seattle, a municipal corporation of the State of Washington, to be the free and voluntary act of such Party for the uses and purposes mentioned in this instrument.

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

Notary (print name) _____
Notary Public in and for the State of Washington,
residing at _____
My Appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 20____, I certify that I know or have satisfactory evidence that Anthony O. Wright is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Director, Facilities Management Division, of King County, a political subdivision of the State of Washington, to be the free and voluntary act of such Party for the uses and purposes mentioned in this instrument.

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

Notary (print name) _____
Notary Public in and for the State of Washington,
residing at _____
My Appointment expires _____

EXHIBIT A

Legal description of SPU Property

LOTS 10 THROUGH 15, INCLUSIVE, BLOCK 5 AND LOTS 1 THROUGH 26, INCLUSIVE, BLOCK 6, ALL IN FAUNTLEROY CREST ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 19 OF PLATS, PAGE 91, IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 15 FEET OF LOT 18, BLOCK 6; TOGETHER WITH THAT PORTION OF 36TH AVENUE SOUTHWEST AND THE ALLEY IN SAID BLOCK 6 VACATED BY CITY OF SEATTLE ORDINANCE NO. 75734;

ALSO TOGETHER WITH THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING 130 FEET NORTH AND 45 FEET WEST FROM THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 50 FEET; THENCE WEST 166 FEET TO A POINT ON A LINE WHICH IS PARALLEL TO AND DISTANT 211 FEET WEST FROM THE EAST LINE OF SAID SECTION 26; THENCE ALONG SAID PARALLEL LINE A DISTANCE OF 50 FEET; THENCE EAST A DISTANCE OF 166 FEET TO THE POINT OF BEGINNING;

(ALSO KNOWN AS AN UNPLATTED TRACT SHOWN AS HAINES TRACT ON THE PLAT OF FAUNTLEROY CREST ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 19 OF PLATS, PAGE 91, IN KING COUNTY, WASHINGTON).

SITUATE IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

Address: 6900 36th Ave. SW, Seattle, WA 98126
APN: 248920 0285

EXHIBIT B
Legal Description and Depiction of FAS Premises
(Page 1 of 2)

DAS does hereby lease from SWD a portion of SWD's fee owned Myrtle Street Reservoir site, which portion is legally described as follows:

Lot 15 and a portion of Lot 14, Block 5, Fauntleroy Crest Addition to the City of Seattle as recorded in Volume 19 of Plats, page 91, records of King County, Washington and a portion of 36th Avenue Southwest as vacated by City of Seattle Ordinance #75734, all described as follows:

Beginning at the intersection of the east margin of 36th Avenue Southwest with the production east of the north line of Lot 15 of said plat, which point is also the north line of said vacated 36th Avenue Southwest;

Thence west along said production line 16.02 feet to the True Point of Beginning;

Thence continuing west along said production line 168.94 feet to the west line of said Lot 15;

Thence south along the west line of Lots 15 and 14, said Block 5, a distance of 96.5 feet (which point also intersects with the south fence boundary, if extended, of the DAS Radio Communication Facility);

Thence east parallel with the north line of said Lot 15, along said fence boundary, a distance of 81.06 feet;

Thence northeasterly along the easterly fence boundary 142 feet, more or less, to the True Point of Beginning;

which portion is located in the vicinity of 36th Avenue Southwest, between Southwest Myrtle Street and Southwest Willow Street, Seattle, Washington, which consists of approximately 13,284 square feet of vacant land and is shown on the attached drawing

EXHIBIT B
Legal Description and Depiction of FAS Premises
(Page 2 of 2)

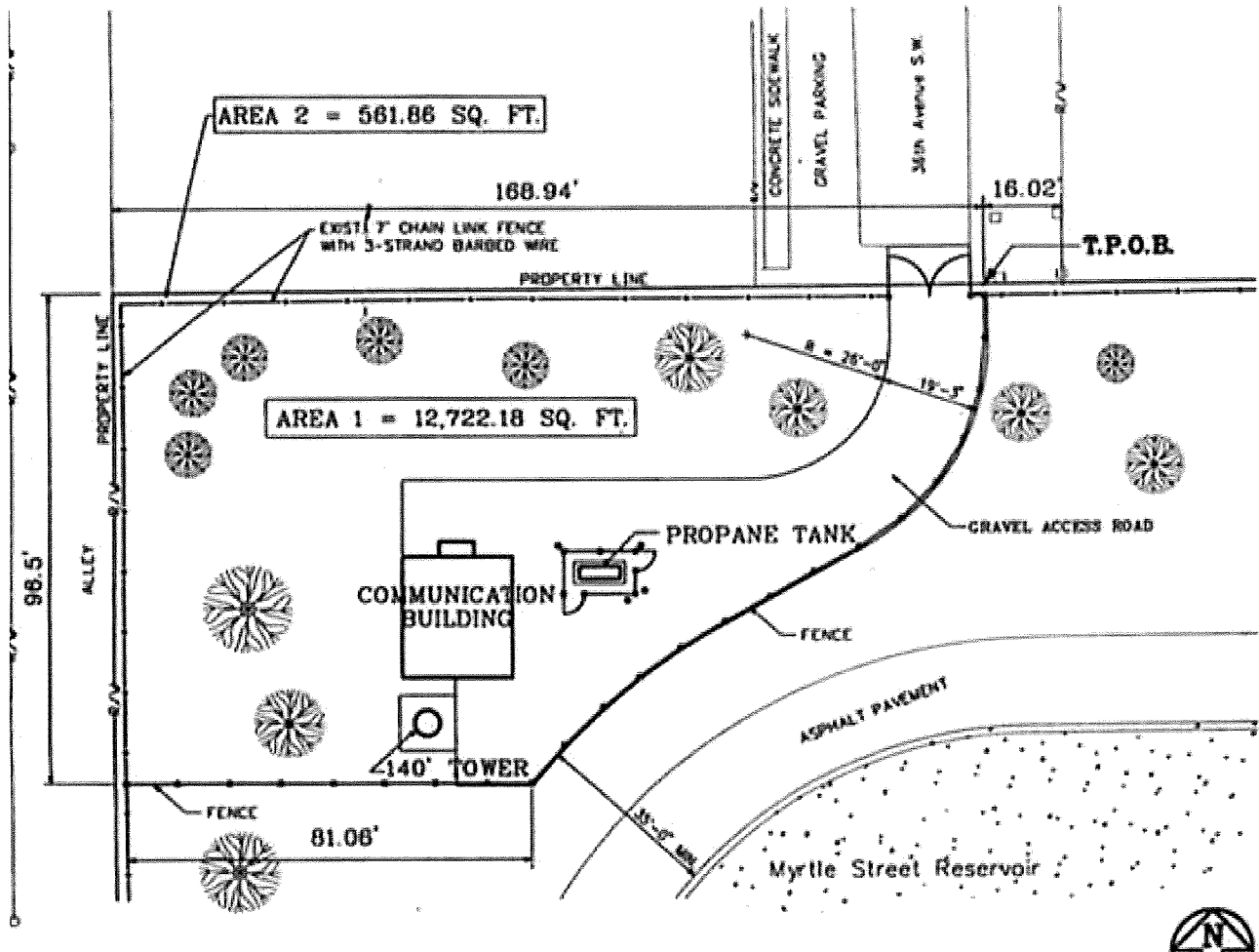


EXHIBIT C
Depiction of the Leased Land & Tower Facilities
(Page 1 of 2)

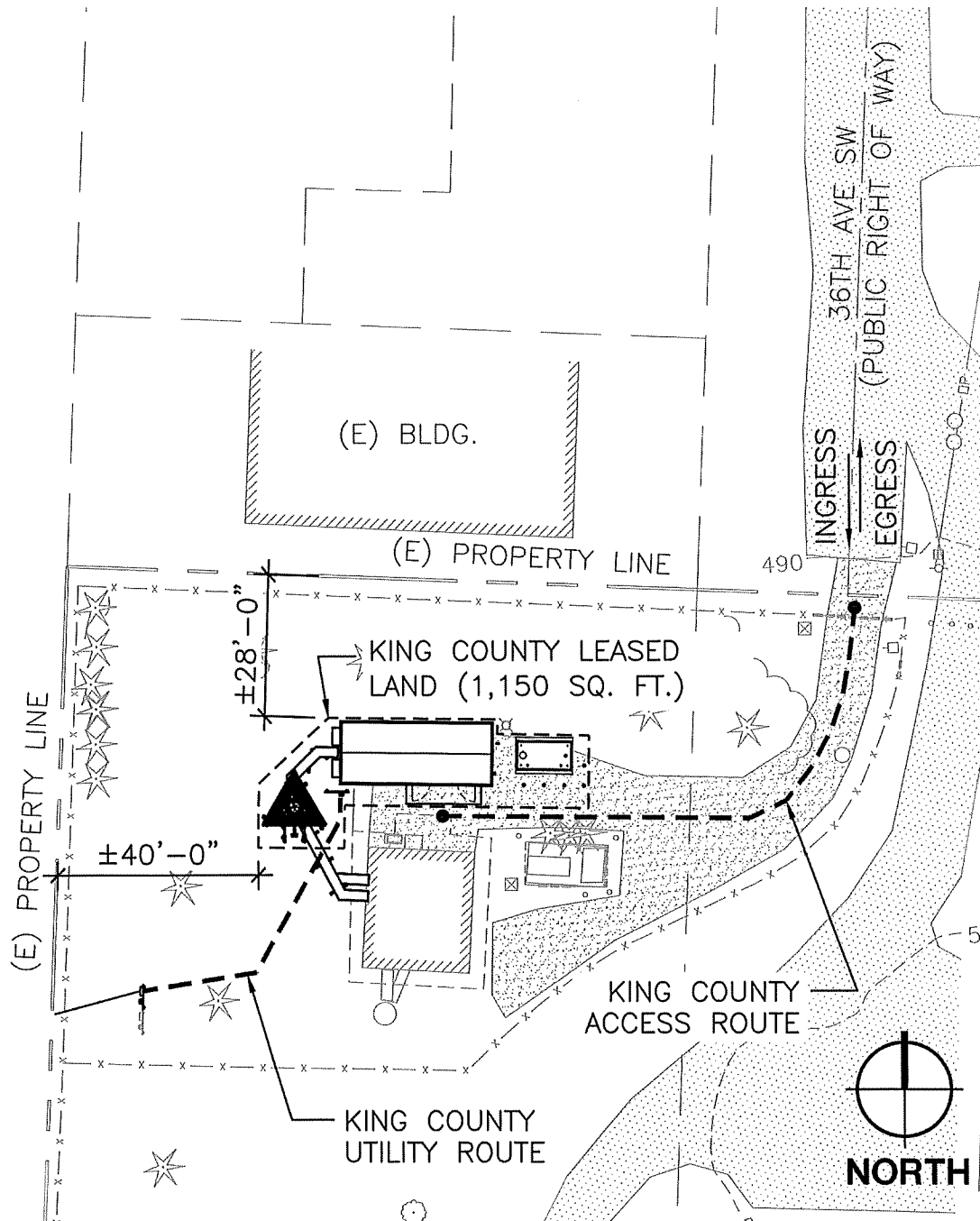


EXHIBIT C
Depiction of the Leased Land & Tower Facilities
(Page 2 of 2)

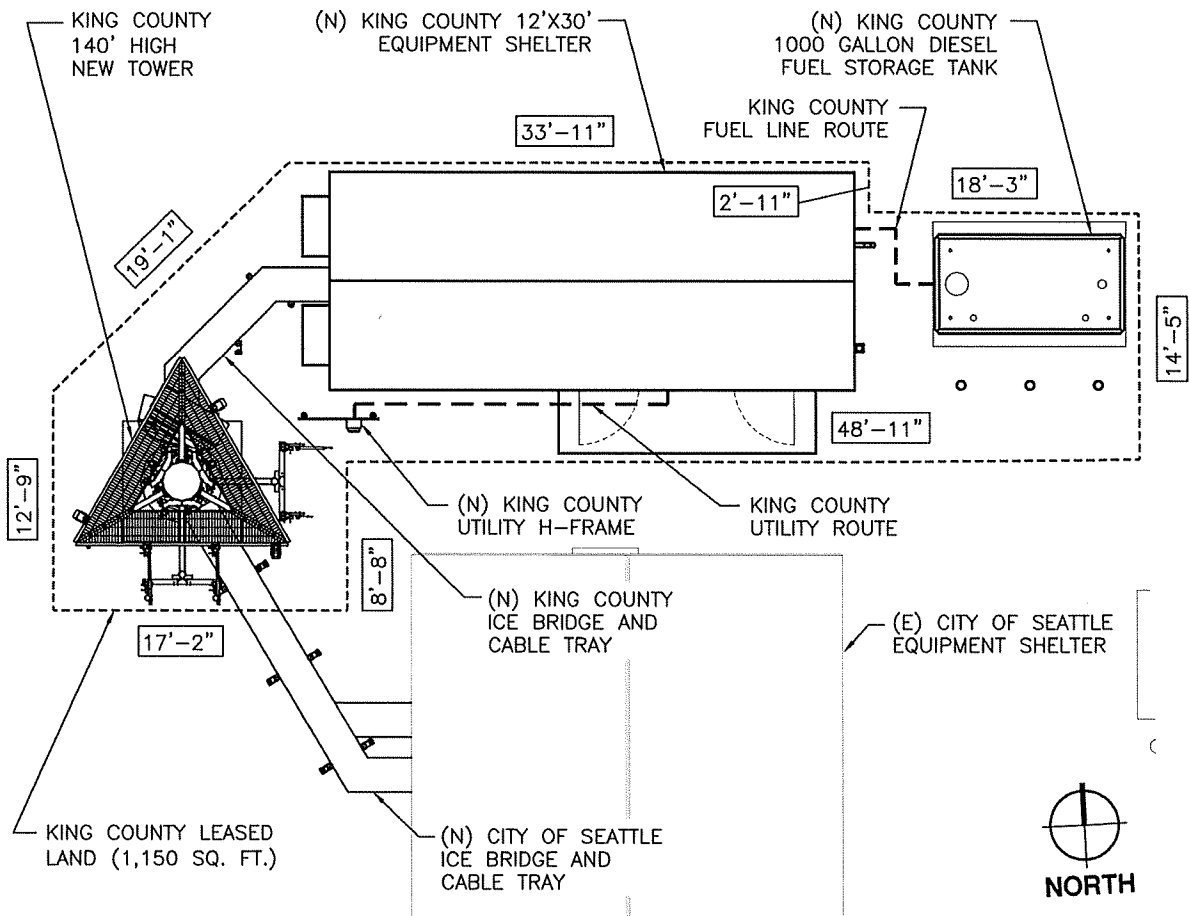


EXHIBIT D
Lessor's Tower Equipment

Antenna Size	Type	Elevation AGL	Azimuth/Leg	Notes
4'	Dish	44' 6"	31.85 degrees	
4'	Dish	59' 3"	84.95 degrees	
4'	Dish	112' 3"	143.34 degrees	TH
11'	Whip	140'	Northeast corner, inverted	TX/RX or DB 6 db UHF
11'	whip	140'	Northeast corner, upright	Sinclair 700/800
11'	whip	140'	East face, upright	Sinclair 700/800
8'	whip	140'	Southeast corner, upright	Multiband ACS
4'	yagi	140'	Southeast corner, off of face	Tolt siren
4'	whip	140'	Upright, next to ACS multiband	Data antenna
11'	whip	140'	Southwest face, upright	Sinclair 700/800
11'	Whip	140'	Southwest corner, inverted	TX/RX or DB 6 db UHF
11'	Whip	140'	Southwest corner, upright	Sinclair 700/800
11'	Whip	140'	Northwest face, upright	Sinclair 700/800
2'	TTA	140'	Qty 1-2, Near base of each 800 MHz antenna	
3' (18"x2, stacked)	Panel	140'	E, SW, and NW faces of tower	6x small panels. Small dual panels on each face of the tower, replaces single existing panel.
11'	VHF dual loop dipole	120'	East facing	ACS/SFD/IOP
11'	UHF four loop dipole	120'	East facing	ACS/SFD/IOP
11'	UHF four loop dipole	85'	East facing	ACS/SFD/IOP

EXHIBIT E

IDA

(attached hereto)

FIRST AMENDMENT TO CITY OF SEATTLE (1993) INTERDEPARTMENTAL AGREEMENT (the "Amendment")

PARTIES:

- DEPARTMENT OF FINANCE AND ADMINISTRATIVE SERVICES ("FAS"); and
- SEATTLE PUBLIC UTILITIES ("SPU").

EFFECTIVE DATE: October 9, 2018 (see section 7 for provisions governing the Effective Date)

RECITALS

- A. FAS and SPU are parties to that certain *City of Seattle Interdepartmental Agreement*, by and between FAS and SPU and made and entered into on September 9th, 1993 (the "Interdepartmental Agreement"), which governs FAS's use of that certain real property legally described in section 1 of the Interdepartmental Agreement. A copy of the Interdepartmental Agreement can be found in Attachment 1, attached hereto and incorporated by this reference.
- B. With SPU's permission, FAS is in the process of finalizing a lease with King County as contemplated by an interlocal agreement by and amongst the City of Seattle and other public entities relating to the installation and operation of a regional emergency radio network system known as the Puget Sound Emergency Radio Network ("PSERN"). Under the lease, King County will, for PSERN use, construct and operate both a communications shelter and a 140-foot tall communications monopole. The term of the City's lease agreement with the County will be twenty-five years, plus three, five-year options to extend the term. Under the terms of the lease, the County may transfer the license to a future entity to be formed by the City and other governmental parties for the purpose of operating PSERN.
- C. To harmonize certain terms and conditions of the Interdepartmental Agreement with those of FAS's lease with PSERN, the parties wish to:
 - 1. amend Interdepartmental Agreement section 2, which governs the Interdepartmental Agreement's term;
 - 2. amend Interdepartmental Agreement section 3 to amend the rent for the remainder of the term;
 - 3. add to the Interdepartmental Agreement a provision for quiet enjoyment;
 - 4. amend Interdepartmental Agreement sections 7 and 16 to permit PSERN to install equipment; and
 - 5. amend section 21 to memorialize SPU's consent to the lease by and between FAS and King County for PSERN's use of the premises.

AGREEMENT

- 1. **Term.** Interdepartmental Agreement section 2 is deleted and is replaced with the following:

"The term commenced on August 17, 1999 and shall continue in effect until the expiration of the term of the Lease (defined below), which is estimated to be January 31, 2059."
- 2. **Rent.** The following sentence is added to the end of Interdepartmental Agreement section 3:

“Despite the foregoing in this section 3, effective September 1, 2018:

- a. the annual rent shall be \$21,000; and
- b. beginning on September 1, 2019, and on each subsequent September 1 throughout the remaining term of the agreement, the annual rent shall increase by an amount equal to 2.5% of the rent then in effect.”

3. With Respect to Improvements.

- a. Interdepartmental Agreement section 7 is deleted in its entirety.
- b. The second sentence of Interdepartmental Agreement section 16 is deleted in its entirety.

4. Consent. Interdepartmental Agreement section 21 is amended and re-stated as follows:

“This agreement is non-assignable. Subletting will be permitted only with the written permission of SPU ~~SWD's Superintendent of Water~~. Despite any part of the foregoing to the contrary, SPU consents to that certain *The City of Seattle Department of Finance and Administrative Services Ground Lease Agreement* by and between FAS and King County (the “Lease”), dated _____, 2018.”

5. Quiet Enjoyment. The following section is added to the Interdepartmental Agreement:

“**22.** If FAS fully complies with and promptly performs all of the terms, covenants and conditions of this agreement on its part to be performed, it shall have the right of quiet and peaceful use, possession and enjoyment of premises throughout the term of this agreement.”

6. Effect of Amendment; Conflict. The Interdepartmental Agreement remains in full force and effect as written except as expressly modified by this Amendment. Should a conflict arise between this Amendment and the Interdepartmental Agreement, this Amendment will govern.

7. Effective Date. When used in this Amendment, the term “Effective Date” is the date this Amendment is first fully-executed, as evidenced by the dates in the signature blocks below. Each party authorizes:

- a. the endorsement of such date for administrative reference in the space provided in the Agreement’s heading;
- b. the endorsement of the necessary date in section 4 of this amendment.

8. **Finance and Administrative Services.** All references to "DAS" in the Interdepartmental Agreement are hereby replaced with "FAS". If the Department of Finance and Administrative Service Department is re-organized or is replaced by a successor department, this Interdepartmental Agreement shall automatically be transferred to the successor department. All references to "SWD" in the Interdepartmental Agreement are hereby replaced with "SPU".

CITY:

DEPARTMENT OF FINANCE AND
ADMINISTRATIVE SERVICES

By: Michael Ashbrook

Printed Name: Michael Ashbrook

Title: Dir. Director: FO

Date: 10/4/18

SPU:

SEATTLE PUBLIC UTILITIES

By: Thomas A. Faulstich

Printed Name: THOMAS A. FAULSTICH

Title: DIV MGR: RPS

Date: 10-4-18

[Attachment follows]

Attachment 1
City of Seattle Interdepartmental Agreement, by and between FAS and SPU and made and entered into on September 9th, 1993

CITY OF SEATTLE
INTERDEPARTMENTAL AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of SEPTEMBER, 1993, by and between the City of Seattle Department of Administrative Services, hereinafter referred to as DAS, and the City of Seattle Water Department, hereinafter referred to as SWD.

WITNESSETH:

WHEREAS, DAS desires to construct and operate a city-wide radio communication facility; and,

WHEREAS, after intensive technical and environmental study and community involvement, the Myrtle Street Reservoir Site, owned and operated by SWD for water utility purposes, was identified as the preferred site on which to locate said communication facility; and

WHEREAS, SWD has agreed to permit DAS to use an unimproved portion of the property for a city-wide radio communication facility insofar as such use is compatible with water utility purposes;

NOW THEREFORE, for and in consideration of the following terms and conditions, and subject to City of Seattle ordinances and regulations, it is agreed by SWD to permit DAS in use for a city-wide radio communication facility that portion of SWD property referenced above and described in Paragraph 1.

1. PREMISES

DAS does hereby lease from SWD a portion of SWD's fee owned Myrtle Street Reservoir site, which portion is legally described as follows:

Lot 15 and a portion of Lot 14, Block 5, Fauntleroy Crest Addition to the City of Seattle as recorded in Volume 19 of Plats, page 91, records of King County, Washington and a portion of 36th Avenue Southwest as vacated by City of Seattle Ordinance #75734, all described as follows:

Beginning at the intersection of the east margin of 36th Avenue Southwest with the production east of the north line of Lot 15 of said plat, which point is also the north line of said vacated 36th Avenue Southwest;

Thence west along said production line 16.02 feet to the True Point of Beginning;

Thence continuing west along said production line 168.94 feet to the west line of said Lot 15;

Thence south along the west line of Lots 15 and 14, said Block 5, a distance of 96.5 feet (which point also intersects with the south fence boundary, if extended, of the DAS Radio Communication Facility);

Thence east parallel with the north line of said Lot 15, along said fence boundary, a distance of 81.06 feet;

Thence northeasterly along the easterly fence boundary 142 feet, more or less, to the True Point of Beginning;

which portion is located in the vicinity of 36th Avenue Southwest, between Southwest Myrtle Street and Southwest Willow Street, Seattle, Washington, which consists of approximately 13,284 square feet of vacant land and is shown on the attached drawing labeled "Exhibit A" (hereinafter referred to as either "premises" or "radio site").

2. TERM

The effective date of this agreement shall be September 1, 1993, and this agreement shall be for a fifty (50) year term ending August 31, 2043.

Provided DAS has performed in accordance with the terms and conditions of this agreement and the parties find the terms and conditions to continue to be mutually agreeable, this agreement may be extended for an additional fifty (50) year term.

If DAS desires to extend this agreement, DAS shall give written notice to SWD's Superintendent of Water at least one (1) year prior to expiration of the initial fifty (50) year term.

This agreement may be terminated by either party with three (3) years prior written notice or at any other time mutually acceptable to the parties hereto.

3. RENT

In consideration of this agreement and DAS's performance of all covenants and agreements contained herein, DAS shall pay to SWD, as the yearly rental for said premises, the sum of Five Thousand and No/100 Dollars (\$5,000.00), starting on the 1st day of SEPTEMBER 1993. This rental rate will be reviewed every five (5) years by SWD and may be adjusted by mutual agreement of the parties hereto.

4. ACCESS

DAS shall have access to the radio site 24 hours per day, 7 days per week via the gate constructed by DAS expressly for that purpose, said gate allowing ingress and egress from 36th Avenue Southwest.

5. WATER QUALITY

DAS shall comply with all current and future applicable water quality regulations and requirements, which are subject to change, in the performance of any construction, reconstruction, maintenance, repair and/or operation activities. Maintenance, repair and/or operation of DAS facilities shall in no way interfere with the protection of water quality in the reservoir, with security of the grounds surrounding the facility, nor with the site's paramount use for water utility purposes. Any use of or action within said site that in any way endangers the water facilities or quality of the water shall immediately cease and desist. Procedures for significant or non-routine activities must be approved by SWD's Director of Water Quality (or designee) prior to the start of such activities.

6. CARE OF PREMISES

DAS has accepted the premises in its present condition and will at all times keep the premises neat, clean, and in a sanitary condition. DAS shall, at the termination of this agreement, surrender possession thereof to SWD in the condition as accepted hereunder; or, in the event any alterations or improvements are made hereafter, then in the condition in which they shall be after the making of such alterations or improvements, except for ordinary wear and tear and damage by act of nature.

7. ALTERATIONS, ADDITIONS OR IMPROVEMENTS

DAS shall not make any alterations, additions or improvements to the leased premises without first obtaining the written consent of SWD. All alterations, additions and improvements which shall be made shall be at the sole cost and expense of DAS. DAS agrees to save SWD free and harmless from damage, loss or expense arising out of said work.

8. GROUNDS MAINTENANCE

DAS shall be responsible for installing and maintaining all landscape and ground cover within the leased premises. Selection of plant material and the application of any fertilizers or weed control preparations must be approved by SWD prior to installation or use.

9. DAMAGE OR DESTRUCTION

In the event the premises are destroyed or damaged by fire, earthquake, or other casualty to such an extent as to render the same untenable in whole or in substantial part thereof, it shall be optional with DAS to repair or rebuild the same. DAS shall notify SWD of its

intent to repair or rebuild within 30 days of the occurrence of such damage or casualty. If DAS elects not to repair or rebuild, this agreement shall terminate and end upon notice of said decision, and DAS shall restore the premises as described in Paragraph 18 herein.

10. INDEMNIFICATION

DAS will save and hold SWD harmless from all loss, damage, liability or expense resulting from any injury to any person or any loss of or damage to any property caused by or resulting from any act or omission of DAS or any officer, agent, employee, guest, invitee or visitor of DAS in or about the leased premises of said facility. SWD shall not be liable for any loss or damage to person or property sustained by DAS or other persons which may be caused by condition of the facility or the leased premises or any appurtenances thereto; by the bursting or leakage of any water, gas, sewer, or steam pipes; by theft; by any act of any tenant or occupant of the building, or if any other person or by any other cause of whatsoever nature, unless caused by the negligence of SWD.

11. SWD ACCESS

SWD shall have the right to enter upon and inspect the leased premises at all reasonable times. In the event of an emergency, SWD shall have the right of immediate access.

12. IDENTIFICATION SIGNS AND CITIZEN COMMUNICATION

DAS shall display at all times two (2) signs that identify the leased premises as a City of Seattle DAS radio communication facility and provide telephone numbers for both emergency response and general information. One sign will be located on or adjacent to DAS's gate at 36th Avenue Southwest; the second sign will be located on the perimeter fence abutting the alley. Said signs and their final location shall be approved by SWD.

DAS will respond to all inquiries from the general public regarding television/radio interference, microwave radiation disorders, and any other issues or questions arising from this use.

13. OTHER SIGNS OR ADVERTISING

DAS shall obtain prior written consent from SWD before displaying any sign, notice, picture or poster in or about the leased premises.

14. TAXES AND ASSESSMENTS

The rent quoted is exclusive of any sales, business or occupation or other taxes or assessments based on rents or improvements. Should any such taxes or assessments apply, or be enacted during the life of this lease, the rent shall be increased by such amount.

15. NON-WAIVER OF BREACH

The failure to insist upon strict performance of any of the covenants and conditions of this agreement or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment of any other covenants or conditions, but the same shall be and remain in full force and effect.

16. UTILITIES, EQUIPMENT AND OTHER SERVICES

DAS shall contract and pay for all costs of providing all utilities and other services on or to the premises, including but not limited to electrical, telephone and security.

Any special utility service installation or additional equipment required by DAS in addition to those currently installed or provided must be approved by SWD and the addition, installation and service will be at the cost of DAS.

17. RIGHT TO REMOVE FIXTURES

DAS shall have the right to remove from the premises all related machinery, apparatus and equipment installed therein by DAS whether or not such machinery, apparatus and equipment be attached to the real estate. DAS shall restore and repair any damage to the premises caused by the removal of such machinery, apparatus, and equipment.

18. SURRENDER OF PREMISES

At the expiration or termination of this agreement, DAS agrees to quit and surrender the premises in as good a condition as existed before occupancy by DAS, and if so directed by SWD, to remove from the premises all property of DAS and to restore the premises to a condition at least equal to that existing prior to the construction of said facilities, all subject to the approval of SWD.

19. SECURITY

Prior to construction of the radio communication facility, DAS will install, at its expense, a cyclone fence around the perimeter of the leased premises, with a locked gate at the entry. Said cyclone fence shall match SWD's existing external fence, that being seven (7) feet high topped with three-strand barbed wire. Said fence and gate shall be maintained by DAS at its cost.

Should DAS require special security measures in addition to this fence or any security measures provided by SWD, such additional security measures must be approved by SWD and, if approved, said additional security measures will be at the cost of DAS.

20. AMENDMENT

This agreement may be amended or renegotiated at any time by mutual written agreement of DAS and SWD.

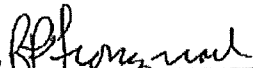
21. ASSIGNMENT

This agreement is nonassignable. Subletting will be permitted only with the written permission of SWD's Superintendent of Water.

APPROVED THIS 9th day of SEPTEMBER, 1993.

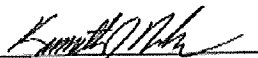
SEATTLE WATER DEPARTMENT

By


Robert P. Gronzack
Superintendent

DEPARTMENT OF ADMINISTRATIVE
SERVICES

By


Kenneth J. Nakatsu
Director

ref: FacSvcs IDA No. 1 (DAS.SWD)

rev: September 2, 1993

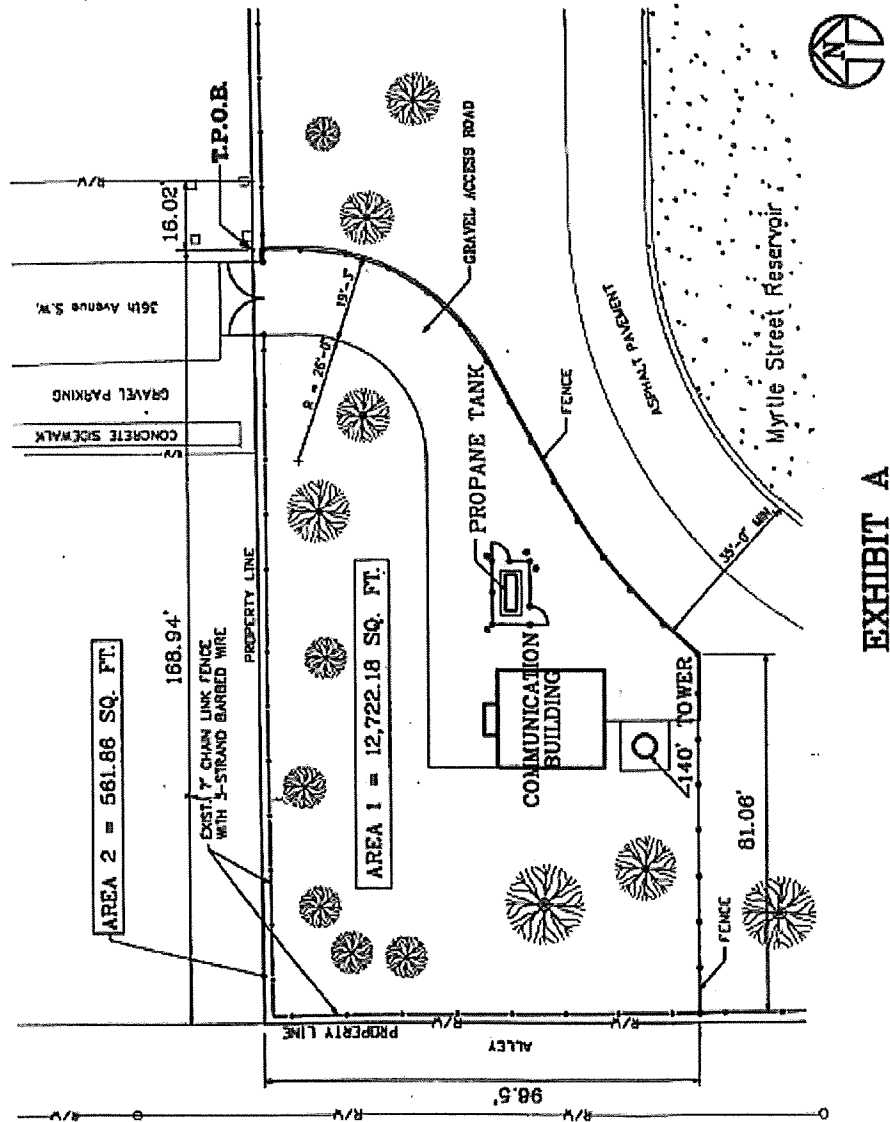


EXHIBIT A

EXHIBIT F

BILL OF SALE

THIS BILL OF SALE ("**Bill of Sale**") is made by and between King County, a political subdivision of the State of Washington ("**Seller**"), and The City of Seattle, a municipal corporation of the State of Washington, acting by and through its Department of Finance and Administrative Services (collectively, "**Buyer**"). The "**Effective Date**" of this Bill of Sale shall be the last date signed by an authorized representative of the parties.

[OPTION I] NOW, THEREFORE, in consideration of Seller's tenancy, occupancy and use of space on Buyer's real property pursuant to that certain Ground Lease Agreement, **King County Lease Name/Number: West Seattle/PSERN-09**, fully executed on the _____ day of _____, 20____, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound and subject to the terms of this Bill of Sale, Seller does hereby absolutely and unconditionally grant, convey, sell, assign and transfer to Buyer all of Seller's right, title and interest in and to those certain communications facilities specifically identified in Exhibit 1 attached hereto ("**Facilities**"), which Facilities are attached and appurtenant to that certain real property located at 6900 36th Ave. SW, Seattle, Washington 98126, and commonly referred to as Seattle Public Utilities' Myrtle Reservoir.

[OPTION II] NOW, THEREFORE, in consideration of receipt of the purchase price of _____ AND NO/100 DOLLARS (\$_____.00) paid by Buyer to Seller, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound and subject to the terms of this Bill of Sale, Seller does hereby absolutely and unconditionally grant, sell, assign and transfer to Buyer all of Seller's right, title and interest in and to those certain communications facilities specifically identified in Exhibit 1 attached hereto ("**Facilities**"), which Facilities are attached and appurtenant to that certain real property located at 6900 36th Ave. SW, Seattle, Washington 98126, and commonly referred to as Seattle Public Utilities' Myrtle Reservoir.

Buyer acknowledges and agrees that Seller does not make and specifically disclaims any representations, warranties and guaranties whatsoever, whether express or implied, oral or written, concerning: (i) the value, quality or condition of the Facilities; (ii) the suitability of the Facilities for any and all activities and uses that Buyer may conduct in connection therewith; (iii) the compliance of the Facilities with any laws, rules, ordinances or regulations of any applicable governmental authority; and (iv) the merchantability, marketability or fitness for a particular purpose of the Facilities.

Buyer agrees to accept the Facilities in their condition as of the Effective Date of this Bill of Sale, and waives all objections or claims against Seller arising from or related to the Facilities. Buyer acknowledges and agrees that to the maximum extent permitted by law, the transfer of the Facilities is made on an "AS IS, WHERE IS, WITH ALL FAULTS" condition and basis.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the Effective Date indicated above.

King County, a political subdivision of the
State of Washington

The City of Seattle, a municipal corporation of
the State of Washington

By: _____

By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and that he acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____

_____ of The City of Seattle to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20____.

Notary Signature: _____
Printed Name: _____
Notary Public for the State of Washington
Residing In: _____
My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____

_____ of King County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20____.

Notary Signature: _____
Printed Name: _____
Notary Public for the State of Washington
Residing In: _____
My Commission Expires: _____

EXHIBIT 1
(Description of Facilities)

EXHIBIT G

Site Plans

(attached hereto)

SHEET INDEX

GENERAL
1-1.0 TITLE SHEET
SURVEY
SV1 EXISTING SITE SURVEY

ARCHITECTURAL
ZD-1.0 ADJACENT PARCEL, ZONING AND LAND USE
ZD-1.1 OVERALL PROPOSED SITE PLAN
ZD-2.0 ENLARGED EXISTING SITE PLAN
ZD-2.1 ENLARGED PROPOSED SITE PLAN
ZD-3.0 EXISTING AND PROPOSED NORTH ELEVATIONS
ZD-3.1 EXISTING AND PROPOSED SOUTH ELEVATIONS
ZD-3.2 EXISTING AND PROPOSED EAST ELEVATIONS
ZD-3.3 EXISTING AND PROPOSED WEST ELEVATIONS

PROJECT SUMMARY

PROJECT MANAGER:
KING COUNTY DEPARTMENT OF
INFORMATION TECHNOLOGY (KICIT)
401 5TH AVENUE, 6TH FLOOR
SEATTLE, WA 98104
CONTACT: HAI PHUNG
PHONE: 206-263-7846
EMAIL: Hai.Phung@KingCounty.gov

TECHNICAL LEAD:
KING COUNTY DEPARTMENT OF
INFORMATION TECHNOLOGY (KICIT)
401 5TH AVENUE, 6TH FLOOR
SEATTLE, WA 98104
CONTACT: SEAN DOUGLAS
OFFICE: 206-263-8094
MOBILE: 206-550-1856
EMAIL: Sean.Douglas@KingCounty.gov

CONSTRUCTION MANAGER:
KING COUNTY DEPARTMENT OF
INFORMATION TECHNOLOGY (KICIT)
401 5TH AVENUE, 6TH FLOOR
SEATTLE, WA 98104
CONTACT: MARK WILLIAMS
OFFICE: 206-263-1327
MOBILE: 206-940-7772
EMAIL: mark.williams@KingCounty.gov

PERMITTING CONTACT:
SOUTH TOLSON, ACP
ODELLA PACIFIC CORPORATION
1215 4TH AVENUE S., SUITE 1900
SEATTLE, WA 98101
OFFICE: 206-492-3804
CELLULAR: 206-678-6288
EMAIL: STelashow@Odele.com

A/E/VENDOR:
ODELLA PACIFIC CORPORATION
1215 4TH AVENUE S., SUITE 1900
SEATTLE, WA 98101
CONTACT: MARK RILEY
PHONE: 425-443-2128
EMAIL: MRiley@Odele.com

DESIGN CONSULTANT:
CAMP + ASSOCIATES, INC.
19401 40TH AVE W, SUITE 304
LYNNWOOD, WA 98036
CONTACT: ERIC CAMP
PHONE: 425-740-8382
EMAIL: Eric.Camp@CAMPASSOC.com

SITE NAME: WEST SEATTLE
SITE ADDRESS: 6900 36TH AVENUE SW
SEATTLE, WA 98126
LAND OWNER: SEATTLE CITY OF SPU-WTR
700 5TH AVE., STE 4900-RPS
SEATTLE, WA 98124
JURISDICTION: SEATTLE (KING COUNTY)
PARCEL NUMBER: 248920-0285
PARCEL SIZE: 232,680 SQ. FT. (5.34 ACRES)
ZONING: SF 5000
OCCUPANCY: U (UNOCCUPIED)
CONSTRUCTION TYPE: V-B
NEW IMPERVIOUS SURFACES: 173 SQ. FT.

PROJECT DESCRIPTION:
(THE SCOPE OF WORK INCLUDES)
NEW KING COUNTY PUGET SOUND EMERGENCY RADIO NETWORK
(PSERN) 140' TOWER AND ASSOCIATED EQUIPMENT (REPLACING
EXISTING) TO PROVIDE EMERGENCY RADIO COMMUNICATIONS TO
REACH AND COORDINATE WITH EMERGENCY RESPONDERS.

PUGET SOUND EMERGENCY RADIO NETWORK

(ZONING DOCUMENTS)

WEST SEATTLE

6900 36TH AVENUE SW

SEATTLE, WA 98126

LATITUDE: 47° 32' 25.85" N (NAD 83)

LONGITUDE: 122° 22' 42.00" W (NAD 83)

GROUND ELEVATION: 495.5' (NAVD 88)

WASHINGTON STATE CODE COMPLIANCE:

2015 INTERNATIONAL BUILDING CODE (IBC) (WAC 51-50)
2015 INTERNATIONAL FIRE CODE (IFPA) (WAC 51-54A)
2015 INTERNATIONAL RESIDENTIAL CODE (IRC) (WAC 51-51)
2015 INTERNATIONAL MECHANICAL CODE (IMC) (WAC 51-52)
2015 WASHINGTON STATE ENERGY CODE COMMERCIAL (WSEC)
2015 WASHINGTON STATE ENERGY CODE APPENDIX (WSEC)
2015 UNIFORM PLUMBING CODE (UPC) (WAC 51-56A)
2017 WASHINGTON CITIES ELECTRICAL CODE (WCEC)
2017 ELECTRICAL SAFETY STANDARDS, ADMINISTRATION AND
INSTALLATION, EFFECTIVE JULY 2017 (WAC 296-46B)
ENVIRONMENTALLY CRITICAL AREAS REGULATIONS (ECA)

CITY OF SEATTLE CODE COMPLIANCE:

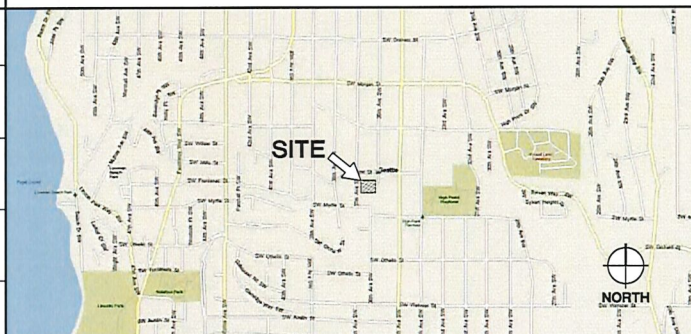
2015 SEATTLE BUILDING CODE (CURRENT VERSION)
2015 SEATTLE FIRE CODE WITH 2017 AMENDMENTS
(CURRENT VERSION)
2015 SEATTLE MECHANICAL CODE (CURRENT VERSION)
2015 SEATTLE PLUMBING CODE (CURRENT VERSION)
2015 SEATTLE FUEL & GAS CODE (CURRENT VERSION)
2017 NATIONAL ELECTRICAL CODE WITH 2017 SEATTLE ELECTRICAL
CODE AMENDMENTS
2015 SEATTLE ENERGY CODE COMMERCIAL (CURRENT VERSION)

CONFIDENTIAL AND PROPRIETARY

SIGNATURE BLOCK

TITLE	SIGNATURE	DATE
CONSTRUCTION MANAGER		
RF ENGINEER		
REAL ESTATE		
SITE ACQUISITION		
PROPERTY OWNER		
TOWER OWNER		

AREA MAP



DRIVING DIRECTIONS:

1) DEPART 401 5TH AVE. ON TERRACE ST (WEST) [120 YDS.] 2) BEAR RIGHT (WEST) ONTO YESLER WAY [0.2 MI.]
3) TURN RIGHT (NORTH) ONTO 1ST AVE. [0.1 MI.] 4) TAKE RAMP (LEFT) ONTO WA-99 [2.2 MI.] 5) TAKE RAMP
ONTO WEST SEATTLE BRIDGE [2.1 MI.] 6) BEAR LEFT (SOUTH) ONTO 35TH AVE. SW [1.6 MI.] 7) TURN RIGHT
(WEST) ONTO SW WILLOW ST. [109 YDS.] 8) ARRIVE AT 6900 36TH AVE SW.



WEST SEATTLE
(ZONING DOCUMENTS)
6900 36TH AVENUE SW
SEATTLE, WA 98126



PROJECT MANAGER: LM

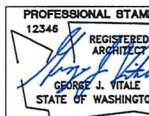
PREPARED BY: AIO

APPROVED BY: CJV

11/13/18 ISSUED FOR FINAL ZONING

PLAN REVIEWER'S SIGNATURE

11/13/18



SHEET NAME

TITLE SHEET

SHEET NUMBER

T-1.0

LEGAL DESCRIPTION

LOTS 10 THROUGH 15, INCLUSIVE, BLOCK 5 AND LOTS 1 THROUGH 26, INCLUSIVE, BLOCK 6, ALL IN FAUNTLEROY CREST ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 19 OF PLATS, PAGE 91, IN KING COUNTY, WASHINGTON;
EXCEPT THE EAST 15 FEET OF LOT 16, BLOCK 6;

TOGETHER WITH THAT PORTION OF 36TH AVENUE SOUTHWEST AND THE ALLEY IN SAID BLOCK 6 VACATED BY CITY OF SEATTLE ORDINANCE NO. 75734;

AND TOGETHER WITH THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 24 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING 130 FEET NORTH AND 45 FEET WEST FROM THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE NORTH 50 FEET;
THENCE WEST 165 FEET TO A POINT ON A LINE WHICH IS PARALLEL TO AND DISTANT 211 FEET WEST FROM THE EAST LINE OF SAID SECTION 26;
THENCE ALONG SAID PARALLEL LINE A DISTANCE OF 50 FEET;
THENCE EAST TO THE POINT OF BEGINNING;

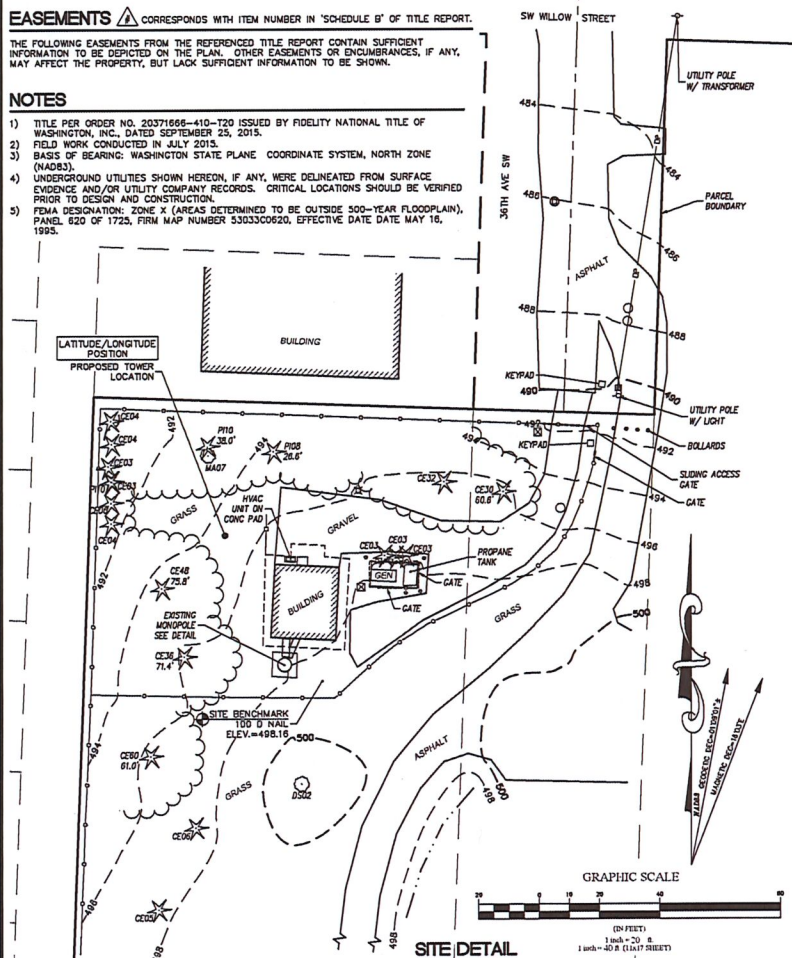
(ALSO KNOWN AS AN UNPLATTED TRACT AS SHOWN AS HAINES TRACT ON THE PLAT OF FAUNTLEROY CREST ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 19 OF PLATS, PAGE 91, IN KING COUNTY, WASHINGTON).

EASEMENTS

THE FOLLOWING EASEMENTS FROM THE REFERENCED TITLE REPORT CONTAIN SUFFICIENT INFORMATION TO BE DEPICTED ON THE PLAN. OTHER EASEMENTS OR ENCUMBRANCES, IF ANY, MAY AFFECT THE PROPERTY, BUT LACK SUFFICIENT INFORMATION TO BE SHOWN.

NOTES

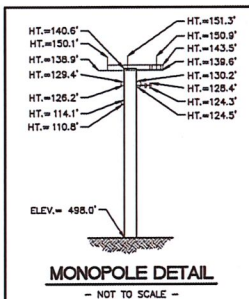
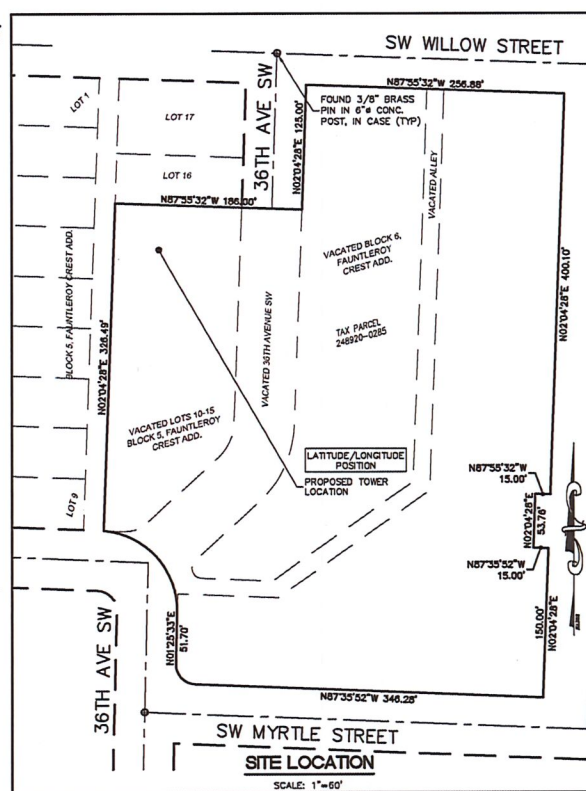
- 1) TITLE PER ORDER NO. 20371666-410-T20 ISSUED BY FIDELITY NATIONAL TITLE OF WASHINGTON, INC., DATED SEPTEMBER 25, 2015.
- 2) FIELD WORK CONDUCTED IN JULY 2015.
- 3) BASIS OF BEARING: WASHINGTON STATE PLANE COORDINATE SYSTEM, NORTH ZONE (NAD83).
- 4) UNDERGROUND UTILITIES SHOWN HEREON, IF ANY, WERE DELINEATED FROM SURFACE EVIDENCE AND/OR UTILITY COMPANY RECORDS. CRITICAL LOCATIONS SHOULD BE VERIFIED PRIOR TO DESIGN AND CONSTRUCTION.
- 5) FEMA DESIGNATION: ZONE X (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN), PANEL 620 OF 1725, FIRM MAP NUMBER 53033C0620, EFFECTIVE DATE MAY 10, 1995.



LATITUDE/LONGITUDE POSITION

COORDINATE DATA AT CENTER OF PROPOSED TOWER LOCATION
NAD 83
LAT - 47°32'23.85" N NAVD 88
LONG - 122°22'42.00" W ELEV. = 493.5 FEET

BENCHMARK IS "SMI" BASED ON WORN PUGET SOUND REFERENCE NETWORK.
ELEVATION DERIVED USING GPS. ACCURACY MEETS OR EXCEEDS 1A STANDARDS AS DEFINED ON THE FAA ASAC INFORMATION SHEET 91:003.



LEGEND

- | | | | |
|---|--------------------------|---|-------------------------|
| — | SUBJECT BOUNDARY LINE | — | RIGHT-OF-WAY CENTERLINE |
| — | RIGHT-OF-WAY LINE | — | ADJACENT BOUNDARY LINE |
| — | SECTIONAL BREAKDOWN LINE | — | OVERHEAD POWER LINE |
| — | BURIED POWER LINE | — | BURIED GAS LINE |
| — | BURIED TELEPHONE LINE | — | BURIED WATER LINE |
| — | BURIED SANITARY SEWER | — | BURIED STORM DRAIN |
| — | DITCH LINE/FLOW LINE | — | ROCK RETAINING WALL |
| — | VEGETATION LINE | — | CHAIN LINK FENCE |
| — | WOOD FENCE | — | BARBED WIRE/WIRE FENCE |
| — | TRANSFORMER | — | FIRE HYDRANT |
| — | LIGHT STANDARD | — | GATE VALVE |
| — | POWER VAULT | — | WATER METER |
| — | UTILITY BOX | — | FIRE STAND PIPE |
| — | UTILITY POLE | — | CATCH BASIN, TYPE I |
| — | POLE GUY WIRE | — | CATCH BASIN, TYPE II |
| — | GAS VALVE | — | SGN |
| — | GAS METER | — | BOLLARD |
| — | TELEPHONE VAULT | — | MAIL BOX |
| — | TELEPHONE RISER | — | SPOT ELEVATION |

- NOTE:
1) ALL ELEVATIONS SHOWN ARE ABOVE MEAN SEA LEVEL (AMSL) AND ARE REFERENCED TO THE NAVD83 DATUM.
2) ALL TOWER, TREE AND APPURTENANCE HEIGHTS ARE ABOVE GROUND LEVEL (AGL) AND ARE ACCURATE TO ± 0.5 FEET OR ± 1% OF TOTAL HEIGHT, WHICHEVER IS GREATER.

TREE LEGEND

- | | |
|----------------|----------------|
| DECIDUOUS TREE | AL=ALDER |
| AL12 | MP=MAPLE |
| TYPE | DS=DECIDUOUS |
| | MA=MADRONA |
| | OK=OK |
| | CH=CHERRY |
| EVERGREEN TREE | CE=CEDAR |
| DF18 | DF=DOUGLAS FIR |
| 182 | HE=HEMLOCK |
| | PI=PINE |
| | EVG=EVERGREEN |

NOTE:
TREE DRIP LINES ARE NOT TO SCALE. TREE SYMBOLS REFERENCE TRUNK LOCATION ONLY. TRUNK DIAMETERS WERE APPROXIMATED AT 3.5' TO 4' ABOVE GROUND LEVEL. TREES SHOWN ARE FOR REFERENCE ONLY AND OTHER TREES AND VEGETATION MAY EXIST.

SITE INFORMATION

TAX LOT NUMBER 248920-0285
SITE ADDRESS 6900 36TH AVENUE SW SEATTLE, WA 98128
SITE CONTACT N/A
PHONE NUMBER N/A
ZONING SF 5000 (CITY OF SEATTLE)
TOTAL LOT AREA 232,680± S.F. (5.34 AC.)
PROJECT AREA TO BE DETERMINED

SURVEY REFERENCE

PLAT OF FAUNTLEROY CREST ADDITION, VOL. 19 OF PLATS, PG. 91, RECORDS OF KING COUNTY.
BOUNDARY DISCLAIMER
THIS PLAN DOES NOT REPRESENT A BOUNDARY SURVEY. SUBJECT AND ADJACENT PROPERTY LINES ARE DEPICTED USING FIELD-FOUND EVIDENCE AND RECORD INFORMATION.

CAUTION!
UNDERGROUND UTILITIES EXIST IN THE AREA AND UTILITY INFORMATION SHOWN MAY BE INCOMPLETE. STATE LAW REQUIRES THAT CONTRACTOR CONTACT THE ONE-CALL UTILITY LOCATE SERVICE AT LEAST 48 HOURS BEFORE STARTING ANY CONSTRUCTION.
1-800-424-5555



DUNCANSON
Company, Inc.
145 SW 15th Street, Suite 102
Seattle, Washington 98146
Phone: 206.244.1141
Fax: 206.244.4575

SITE WEST SEATTLE
6900 36TH AVENUE SW
SEATTLE, WA 98128
KING COUNTY

THIS DRAWING WAS CREATED FOR THE EXCLUSIVE USE OF THE CLIENT NAMED HEREON, AND IS NOT TO BE USED IN WHOLE OR IN PART WITHOUT WRITTEN AUTHORIZATION FROM DUNCANSON COMPANY, INC.

FLD. CREW: JAR/CR
FLD. BOOK: 377/14
DRAWN BY: JA
JOB #: 15385.07
DATE: 8/4/15

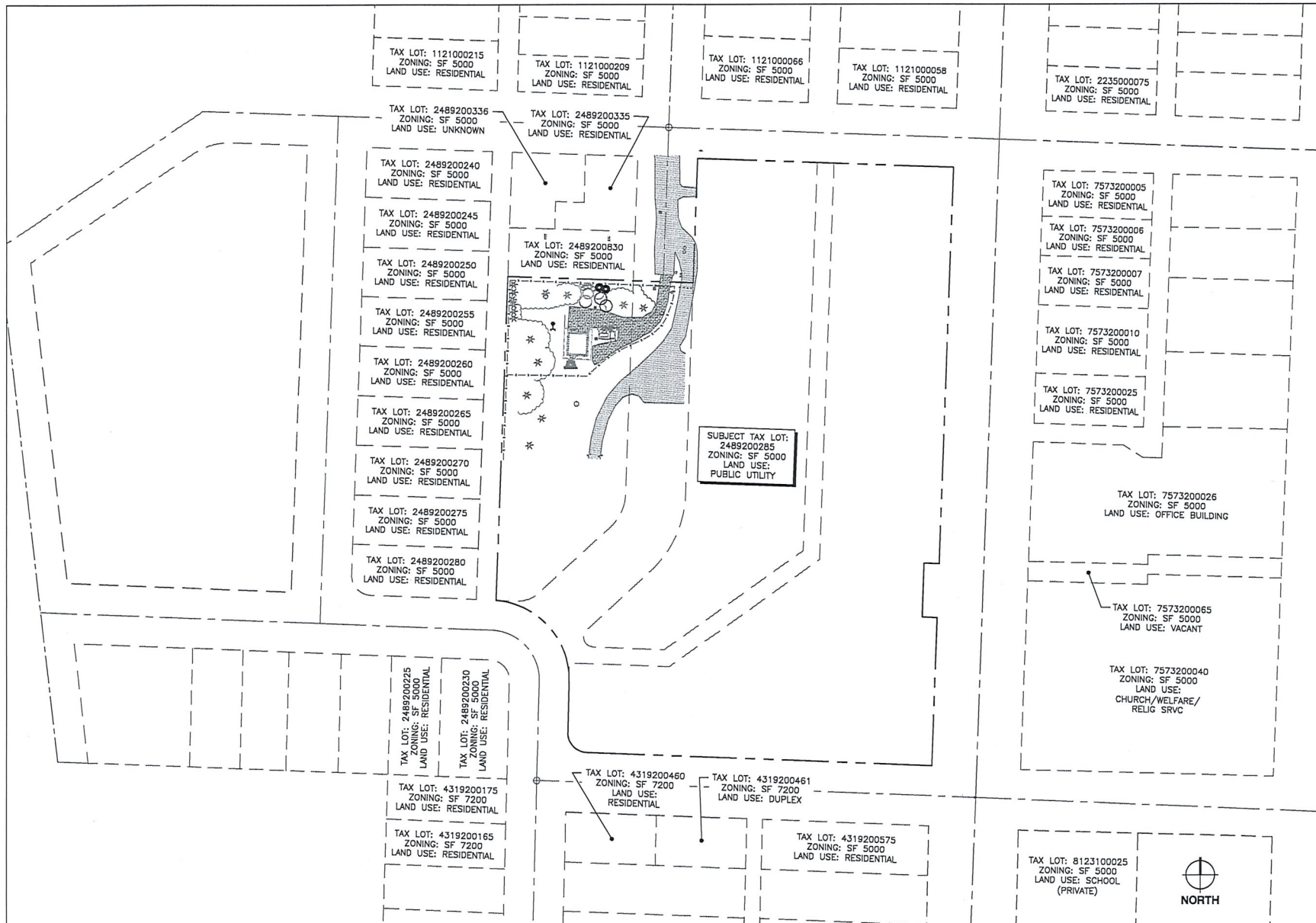
REVISIONS

DATE	DESCRIPTION	BY
5/22/17	UPDATE TOWER LOCATION	KJR
10/22/19	UPDATE TITLE REPORT AND TOWER LOCATION	JA



SHEET TITLE
EXISTING SITE SURVEY
SEC 26, TWP 24 N, RNG 3 E, WM

SHEET NUMBER
SV1



1 ADJACENT PARCEL, ZONING AND LAND USE
NOT TO SCALE



WEST SEATTLE
(ZONING DOCUMENTS)
6900 36TH AVENUE SW
SEATTLE, WA 98126



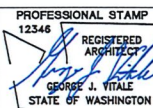
PROJECT MANAGER: LM

PREPARED BY: A/D

APPROVED BY: G/V

11/13/18 ISSUED FOR FINAL ZONING

PLAN REVIEWERS SIGNATURE



SHEET NAME
ADJACENT
PARCEL, ZONING
AND LAND USE

SHEET NUMBER
ZD-1.0



**WEST
SEATTLE**
(ZONING DOCUMENTS)

8900 36TH AVENUE SW
SEATTLE, WA 98128



5506 6TH AVENUE S., SUITE 202
SEATTLE, WA 98108
PHONE: (206) 490-3826
FAX: (206) 490-3839
WWW.ODELIA.COM



19401 40TH AVE, W, SUITE 304
LYNNWOOD, WA 98036
PHONE: (425) 740-6392
WWW.CAMPASSOC.COM

PROJECT MANAGER: LM

PREPARED BY:	NO
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APPROVED BY: CJ

	11/13/18	ISSUED FOR FINAL ZONING

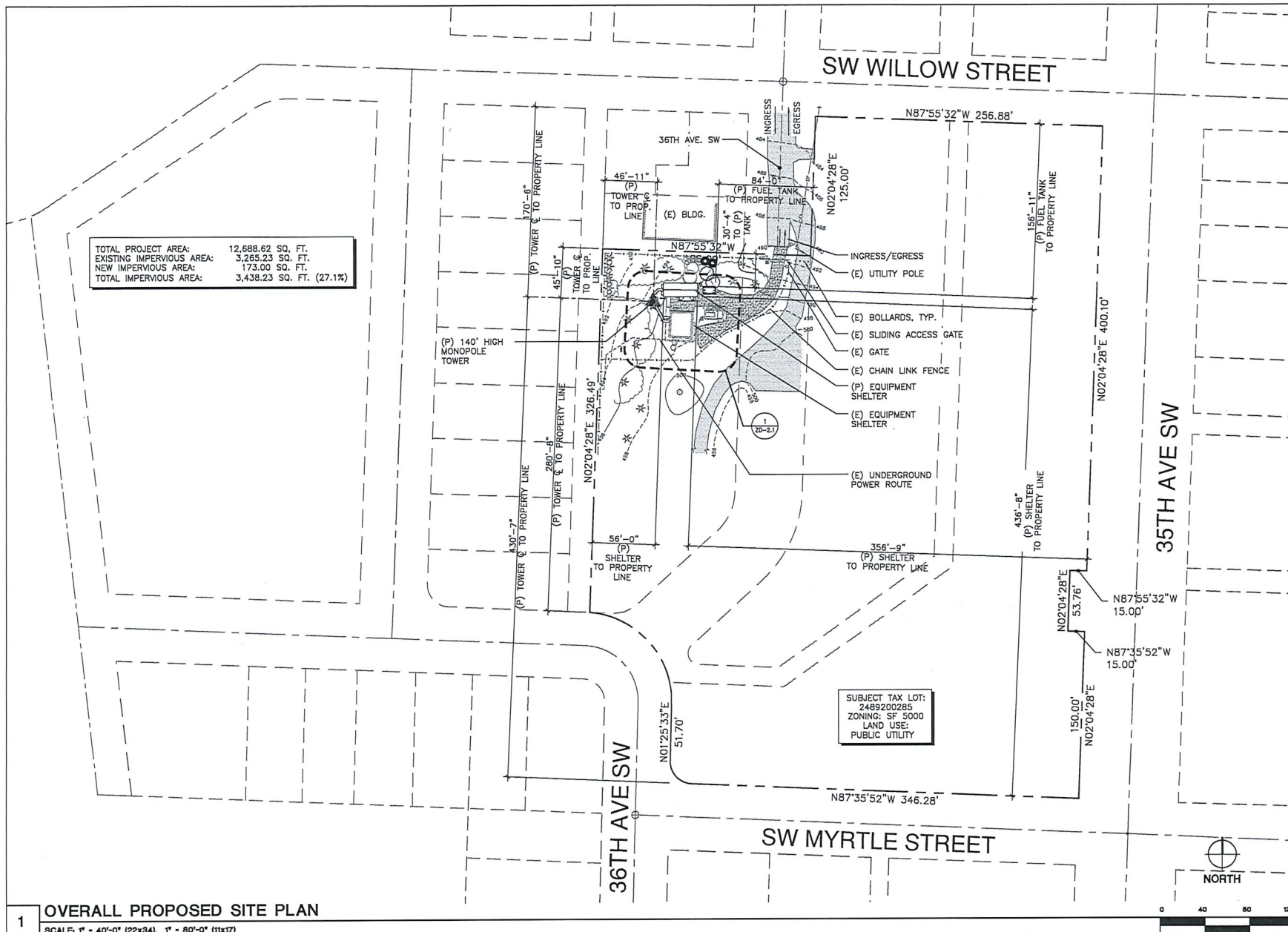
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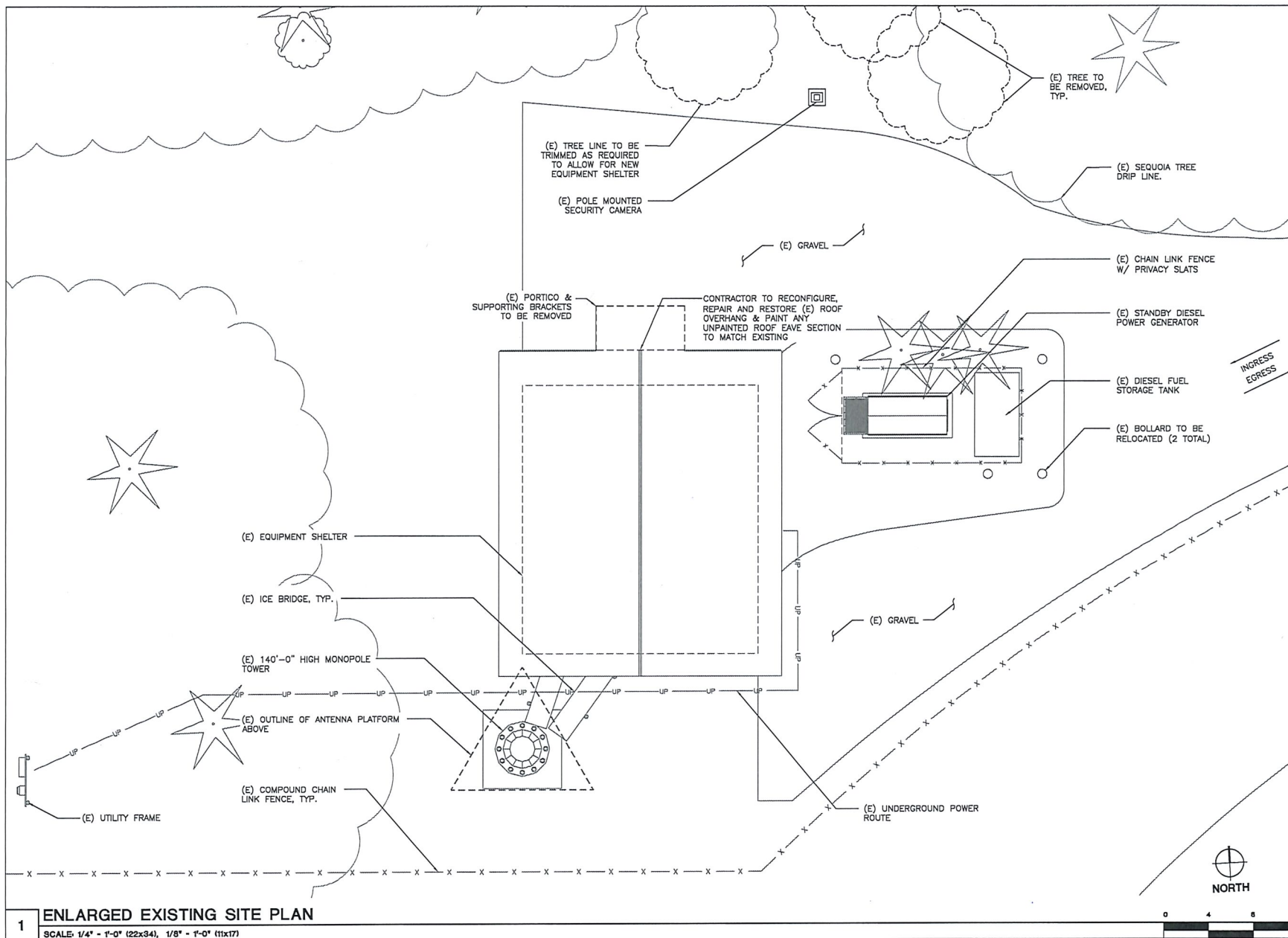
PROFESSIONAL STAMPS

12346
REGISTERED
ARCHITECT
George J. Vitale
STATE OF WASHINGTON

SHEET NAME
OVERALL
PROPOSED
SITE PLAN

SHEET NUMBER
ZD-1.1





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8900 36TH AVENUE SW
SEATTLE, WA 98129

CDLLIA PACIFIC CORPORATION
2506 6TH AVENUE S., SUITE 202
SEATTLE, WA 98108
PHONE: (206) 490-3520
FAX: (206) 490-3520
WWW.CDLLIA.COM

CAMP+ ASSOCIATES
19401 40TH AVE. W., SUITE 304
LYNNWOOD, WA 98036
PHONE: (425) 745-0302
WWW.CAMPASSOC.COM

PROJECT MANAGER: LM

PREPARED BY: A/D

APPROVED BY: GJV

11/13/18 ISSUED FOR FINAL ZONING

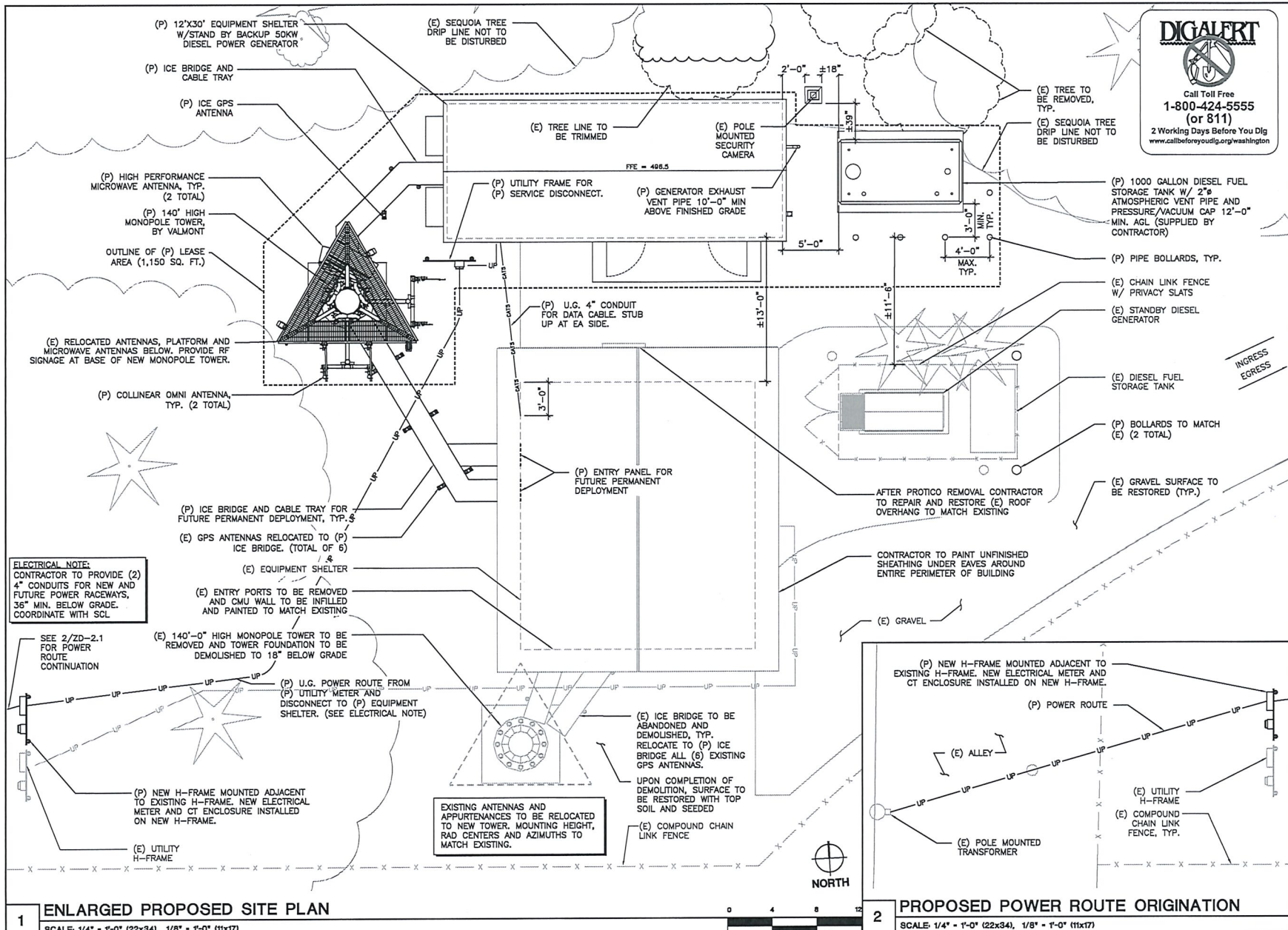
PLAN REVIEWERS SIGNATURE

PROFESSIONAL STAMP
12346
REGISTERED ARCHITECT
GEORGE J. VITALE
STATE OF WASHINGTON

SHEET NAME
ENLARGED EXISTING SITE PLAN

SHEET NUMBER
ZD-2.0

1 ENLARGED EXISTING SITE PLAN
SCALE: 1/4" = 1'-0" (22x34), 1/8" = 1'-0" (11x17)



DIGALERT

Call Toll Free
1-800-424-5555
(or 811)

2 Working Days Before You Dig
www.callbeforeyoudig.org/washington

King County

PSERN

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WWW.ODGLIA.COM

CAMP+ ASSOCIATES

19401 40TH AVE. W., SUITE 304
LYNNWOOD, WA 98036
PHONE: (425) 765-6302
WWW.CAMPASSOC.COM

PROJECT MANAGER: LM

PREPARED BY: AG

APPROVED BY: GJV

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PLAN REVIEWER'S SIGNATURE

PROFESSIONAL STAMP

12345 REGISTERED ARCHITECT

GEORGE J. VITALE
STATE OF WASHINGTON

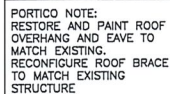
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ENLARGED PROPOSED SITE PLAN

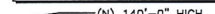
SHEET NUMBER

ZD-2.1

Alt 1 - FAS Ground Lease Agreement for PSERN Martlet

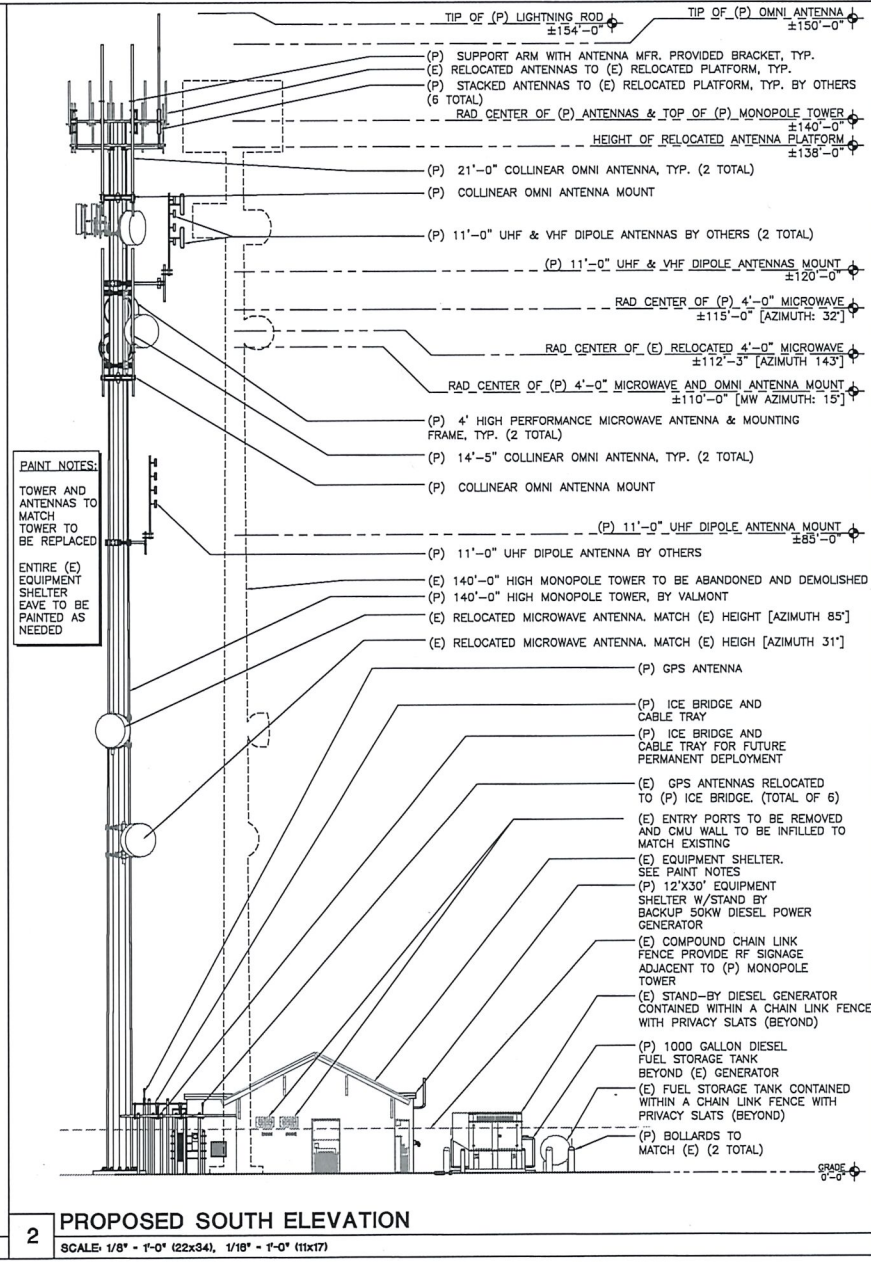
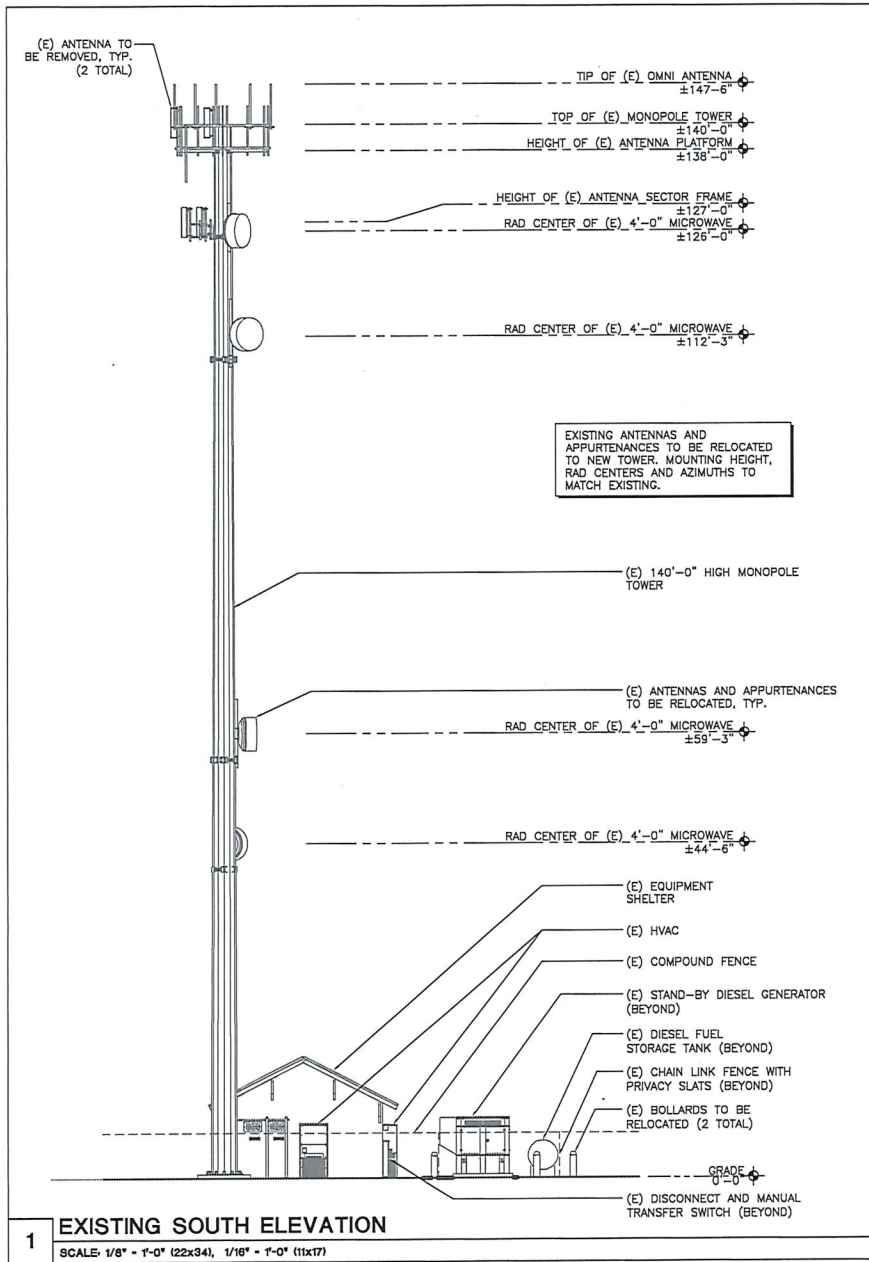


SCALE: 1/8" = 1'-0" (22x34), 1/16" = 1'-0" (11x17)



SCALE: 1/8" = 1'-0" (22x34), 1/16" = 1'-0" (11x17)





King County

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19461 42TH AVE. W., SUITE 304
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PHONE: (425) 740-6302
WWW.CAMPASSOC.COM

PROJECT MANAGER: LM

PREPARED BY: AID

APPROVED BY: CJV

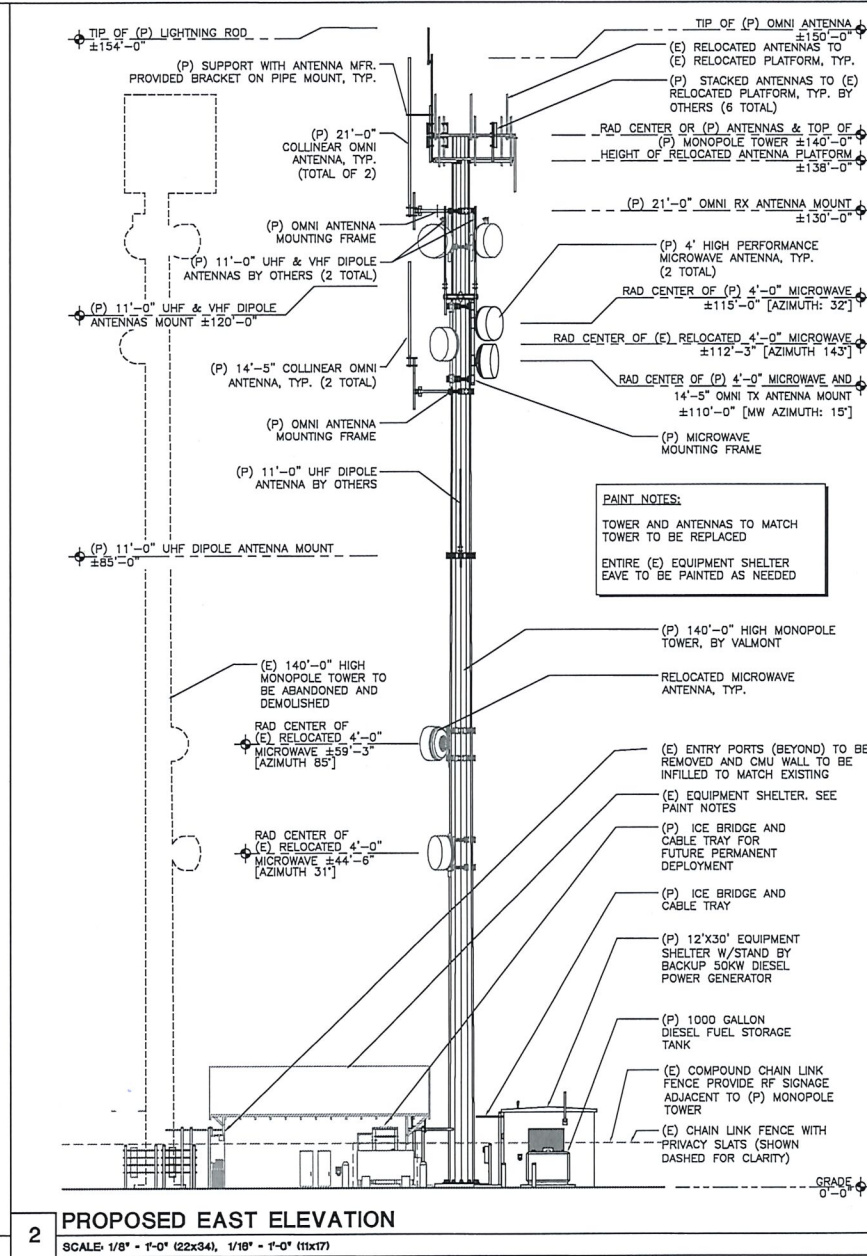
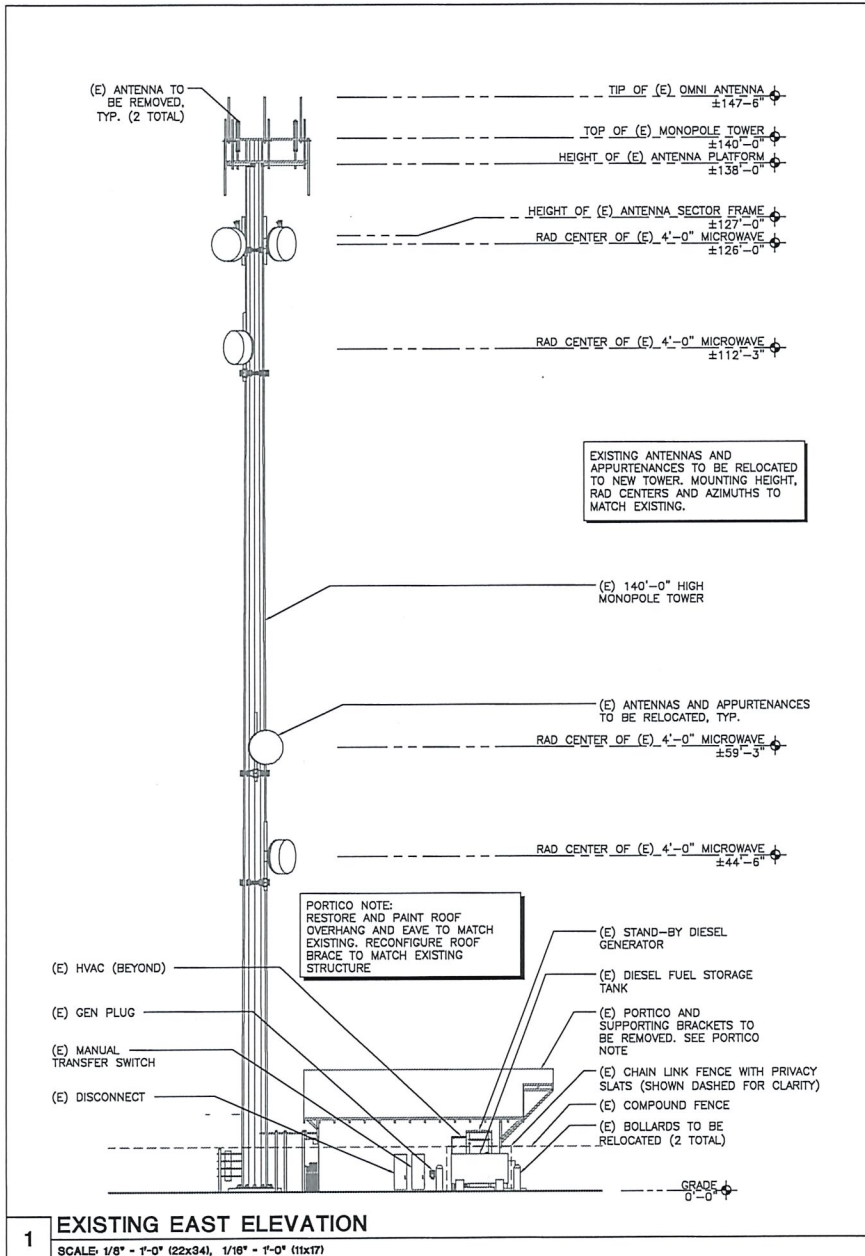
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PROFESSIONAL STAMP
12346
REGISTERED ARCHITECT
GEORGE J. VITALE
STATE OF WASHINGTON

SHEET NAME
EXISTING AND PROPOSED SOUTH ELEVATIONS

SHEET NUMBER
A-3.1



King County

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CAMP+ ASSOCIATES

19451 40TH AVE. W., SUITE 304
LYNNWOOD, WA 98036
PHONE: (425) 748-4302
WWW.CAMPASSOC.COM

PROJECT MANAGER: LM

PREPARED BY: AIO

APPROVED BY: GJV

11/13/18	ISSUED FOR FINAL ZONING
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PLAN REVIEWERS SIGNATURE

PROFESSIONAL STAMP

12346

REGISTERED ARCHITECT

George J. Vitale

STATE OF WASHINGTON

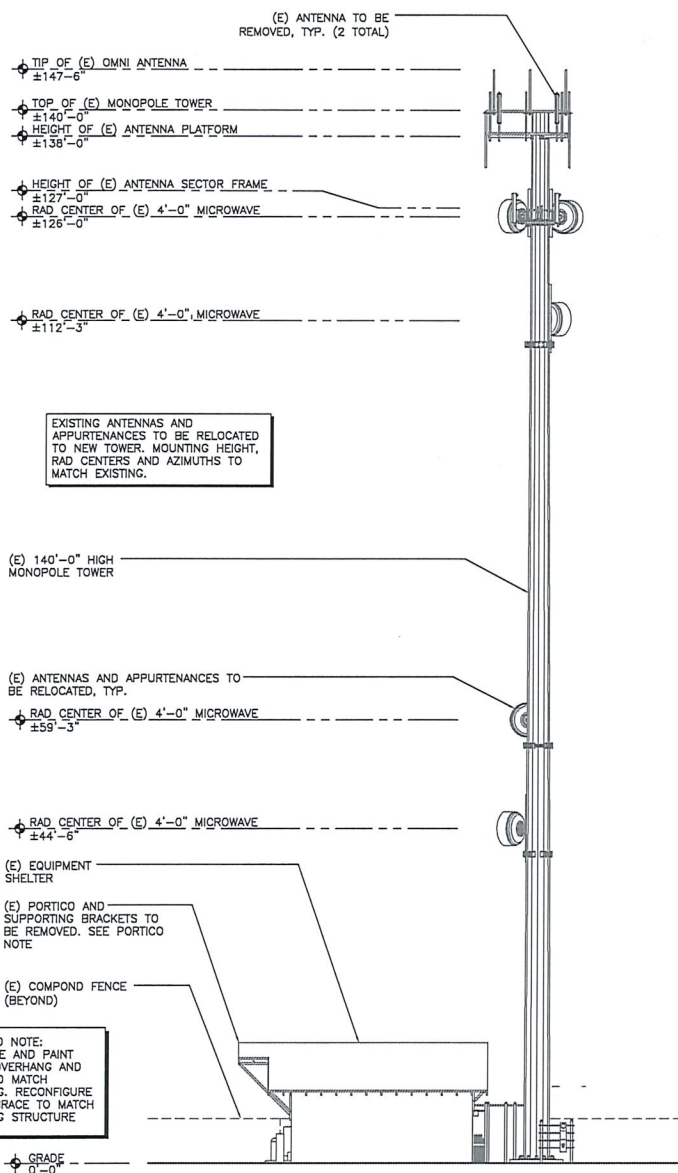
SHEET NAME

EXISTING AND PROPOSED EAST ELEVATIONS

SHEET NUMBER

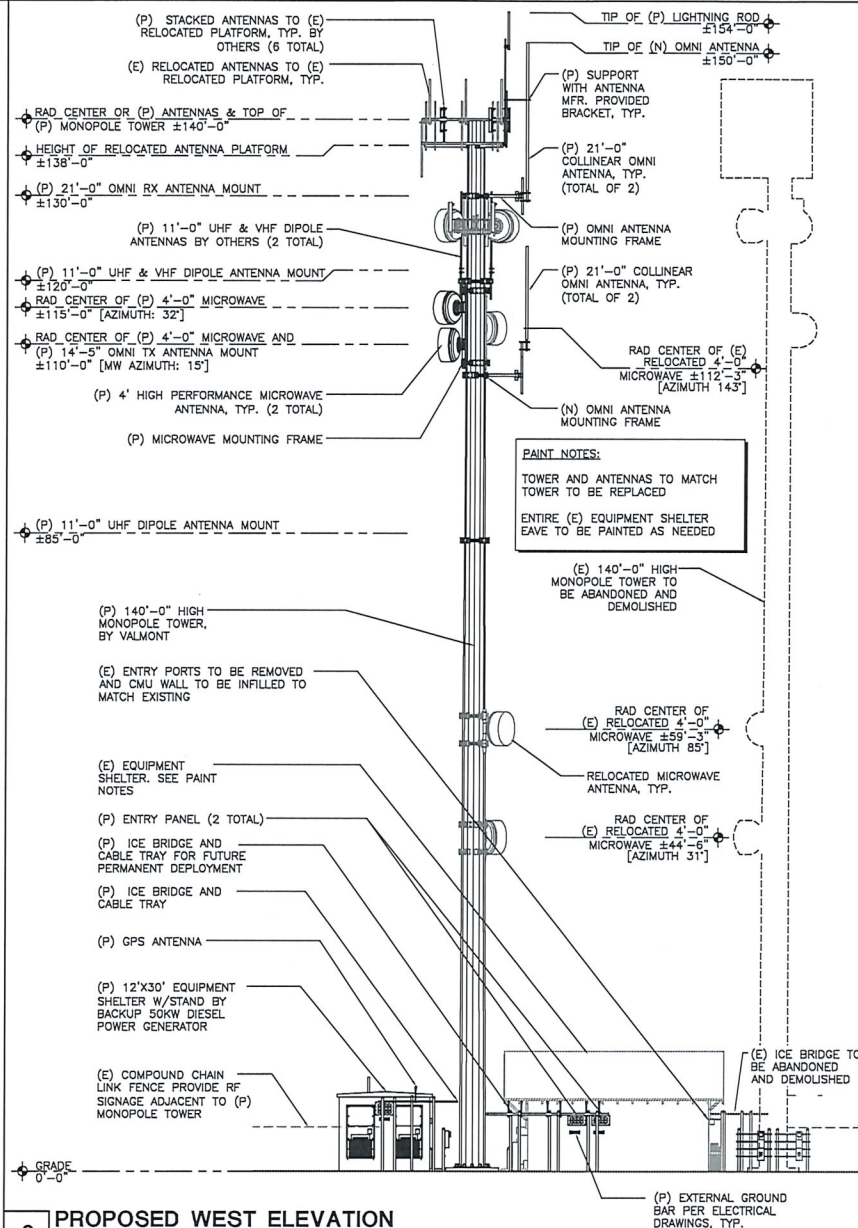
ZD-3.2

VI - FAS Ground Lease Agreement [for PSERN Mar]e



EXISTING WEST ELEVATION

SCALE: 1/8" = 1'-0" (22x34), 1/16" = 1'-0" (11x17)



PROPOSED WEST ELEVATION

SCALE: 1/8" = 1'-0" (22x34), 1/16" = 1'-0" (11x17)



King County

(((PSEER)))

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SEATTLE, WA 98108
PHONE: (206) 490-3826
FAX: (206) 490-3839
WWW.COELIA.COM



PROJECT MANAGER: LM

PREPARED BY:	NO
--------------	----

APPROVED BY: GJM

	11/13/18	ISSUED FOR FINAL ZONING

PLAN REVIEWERS SIGNATURE _____



SHEET NAME
EXISTING AND
PROPOSED WEST
ELEVATIONS

SHEET NUMBER
ZD-3.3

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Department of Finance and Administrative Services/ Seattle Information Technology	FAS: Robert Farrell, 684-7154 SIT: Spencer Bahner, 386-1213	Jennifer Devore, 615-1328

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

- a. Legislation Title:** AN ORDINANCE relating to The City of Seattle’s Myrtle reservoir radio-transmitter facility; authorizing the Director of Finance and Administrative Services to execute a lease with King County for its use of part of the radio-transmitter facility for the new, regional Puget Sound Emergency Radio Network; declaring the part of the facility leased for King County’s use to be surplus to the City’s utility needs; and ratifying and confirming certain prior acts.

b. Summary and background of the Legislation:

Summary: The Department of Finance and Administrative Services (“**FAS**”) seeks authority to enter into a lease with King County (the “**County**”). The lease will govern the Puget Sound Emergency Radio Network’s (“**PSERN**”) use of part of the property on which the City’s Myrtle reservoir radio-transmitter facility (the “**Myrtle Transmitter**”) is situated. PSERN will use the property to construct a new, 140-foot monopole (which will accommodate both PSERN and City of Seattle antennae) and a small communications building. The Myrtle Transmitter is adjacent to Seattle Public Utilities’ Myrtle Reservoir but is leased to FAS pursuant to an interdepartmental agreement. The FAS/PSERN lease is thus technically a sub-lease, and it has an initial term of twenty-five years with options to extend for three (3) additional five-year terms. PSERN will pay FAS \$20,000 in annual land rent, subject to annual 2% escalations beginning in 2020.

Background: In 2015, voters approved a ballot measure authorizing the funding of a new, upgraded, regional public safety emergency radio network - PSERN. The network is being implemented through the Puget Sound Emergency Radio Network Implementation Period Interlocal Cooperation Agreement (“**PSERN Agreement**”), by and among the County, the City of Seattle (“**City**”), and other King County cities. The City is a signatory to the PSERN Agreement pursuant to Ordinance 124687 which authorized the City’s Department of Information Technology to enter into an interlocal agreement governing the formation of PSERN. Under the PSERN Agreement, the County is the lead agency for the financing, procurement, contracting and implementation of PSERN. Upon implementation of the PSERN network, the signatories to the PSERN Agreement will establish a jointly-governed entity to manage and operate PSERN.

Under the PSERN Agreement, the City agreed to make available for PSERN’s use certain City-owned sites, including the Myrtle Transmitter site, for the installation and operation of PSERN equipment.

2. CAPITAL IMPROVEMENT PROGRAM

a. Does this legislation create, fund, or amend a CIP Project? ☐ Yes ☒ No

3. SUMMARY OF FINANCIAL IMPLICATIONS

a. Does this legislation amend the Adopted Budget? ☒ Yes ☐ No

Budget program(s) affected:				
Appropriation change (\$):	General Fund \$		Other \$	
	2019	2020	2019	2020
Estimated revenue change (\$):	Revenue to General Fund		Revenue to Other Funds	
	2019	2020	2019	2020
			\$20,000	\$20,000
Positions affected:	No. of Positions		Total FTE Change	
	2019	2020	2019	2020

b. Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?
No.

c. Is there financial cost or other impacts of *not* implementing the legislation?

Absent the passage of this legislation, the County and Motorola would be forced to find another location suitable for the installation of the PSERN monopole and the facility to support its operation, which could result in additional cost to the PSERN signatories, delay the implementation of PSERN, and/or potentially expose the City to a claim of breach of the PSERN Agreement.

Furthermore, in the absence of the \$20,000 in annual land rent from PSERN for its use of the Myrtle Transmitter (an estimated \$580,000 in rent over the twenty-five-year term of the lease, taking into account the agreement's provision providing for 2.0% annual rent increases), FAS would have no third-party revenue to offset its annual land rent to Seattle Public Utilities for the Myrtle Transmitter (currently this amount is \$21,102).

3.d. Appropriations

 This legislation adds, changes, or deletes appropriations.

3.e. Revenues/Reimbursements

X This legislation adds, changes, or deletes revenues or reimbursements.
Anticipated Revenue/Reimbursement Resulting from this Legislation:

Fund Name and Number	Dept	Revenue Source	2019 Revenue	2020 Estimated Revenue
Finance and Administrative Services Fund - 50300	FAS	PSERN rent payment	\$20,000	\$20,000
TOTAL				

Is this change one-time or ongoing?

Ongoing for the duration of the twenty-five-year term of lease. The actual rent payment due from PSERN will increase by 2% (compounded) per year beginning in 2020.

Revenue/Reimbursement Notes:

None.

4. OTHER IMPLICATIONS

a. Is a public hearing required for this legislation?

Yes. A public hearing will be held concurrently with the committee meeting taking up this legislation.

b. Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?

No.

c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

No.

d. Does this legislation affect a piece of property?

Yes. See Attachment A to this fiscal note for a depiction of the approximate location of the Myrtle Transmitter site.

e. 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 and no. This legislation concerns a piece of property.

- f. If this legislation includes a new initiative or a major programmatic expansion:
What are the specific long-term and measurable goal(s) of the program? How will
this legislation help achieve the program's desired goal(s).**

Not applicable.

List attachments/exhibits below:

Summary Attachment A – Depiction of the approximate location of the Myrtle Transmitter

STATE OF WASHINGTON -- KING COUNTY

--SS.

371214

No.

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;125772-125777 TITLE

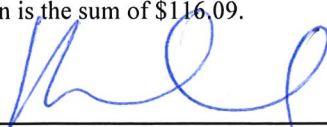
was published on

03/08/19

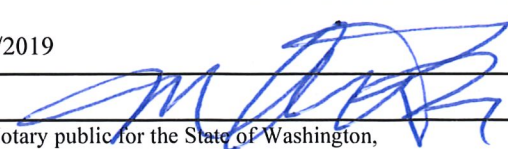
The amount of the fee charged for the foregoing publication is the sum of \$116.09.



Affidavit of Publication


Subscribed and sworn to before me on

03/08/2019


Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

The full text of the following legislation, passed by the City Council on February 19, 2019, 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 125772

Council Bill 119463

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

Ordinance 125773

Council Bill 119459

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

Ordinance 125774

Council Bill 119457

AN ORDINANCE granting Seattle Children's Research Institute permission to construct, install, and maintain one set of private communication conduits under and across Terry Avenue, south of Virginia Street and north of Stewart Street; and one set of private communication conduits under and across the alley between Virginia Street and Stewart Street, north of 9th Avenue and south of Terry Avenue; for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

Ordinance 125775

Council Bill 119439

AN ORDINANCE relating to land use and zoning; amending Section 23.41.010 of the Seattle Municipal Code to approve the 2019 Uptown Neighborhood Design Guidelines.

Ordinance 125776

Council Bill 119362

AN ORDINANCE relating to land use and zoning; amending Section 23.41.010 of the Seattle Municipal Code to approve the 2018 University District Neighborhood Design Guidelines.

Ordinance 125777

Council Bill 119454

AN ORDINANCE relating to The City of Seattle's Myrtle reservoir radio transmitter facility; authorizing the Director of Finance and Administrative Services to execute a lease with King County for its use of part of the radio-transmitter facility for the new, regional Puget Sound Emergency Radio Network; declaring the part of the facility leased for King County's use to be surplus to the City's utility needs; and ratifying and confirming certain prior acts.

Date of publication in the Seattle Daily Journal of Commerce, March 8, 2019.

3/8(371214)