



SEATTLE CITY COUNCIL

Legislative Summary

CB 119166

Record No.: CB 119166

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125510

In Control: City Clerk

File Created: 09/01/2017

Final Action: 01/05/2018

Title: AN ORDINANCE relating to Seattle Public Utilities; authorizing the General Manager/Chief Executive Officer of Seattle Public Utilities to enter into a Memorandum of Lease and Ground Lease Agreement with King County for a radio tower and appurtenances in the Tolt Watershed.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Herbold

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Att 1 - Memorandum of Lease, Att 2 - Ground Lease Agreement

Drafter: bob.hennessey@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published:

Yes

No

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	09/26/2017	Mayor's leg transmitted to Council	City Clerk			
1	City Clerk	09/26/2017	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	11/08/2017	sent for review	Civil Rights, Utilities, Economic Development, and Arts Committee			
Action Text: The Council Bill (CB) was sent for review. to the Civil Rights, Utilities, Economic Development, and Arts Committee							
Notes:							

- 1 Full Council 12/11/2017 referred Civil Rights, Utilities, Economic Development, and Arts Committee
- 1 Civil Rights, Utilities, Economic Development, and Arts Committee 12/12/2017 pass Pass
Action Text: The Committee recommends that Full Council pass the Council Bill (CB).
Notes:
In Favor: 2 Chair Herbold, Member O'Brien
Opposed: 0
- 1 Full Council 01/02/2018 passed Pass
Action Text: The Council Bill (CB) was passed by the following vote, and the President signed the Bill:
Notes:
In Favor: 9 Councilmember Bagshaw, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember Mosqueda, Councilmember O'Brien, Councilmember Sawant
Opposed: 0
- 1 City Clerk 01/03/2018 submitted for Mayor
Mayor's signature
- 1 Mayor 01/05/2018 Signed
- 1 Mayor 01/05/2018 returned City Clerk
- 1 City Clerk 01/05/2018 attested by City Clerk
Action Text: The Ordinance (Ord) was attested by City Clerk.
Notes:
-

CITY OF SEATTLE

ORDINANCE 125510

COUNCIL BILL 119166

AN ORDINANCE relating to Seattle Public Utilities; authorizing the General Manager/Chief Executive Officer of Seattle Public Utilities to enter into a Memorandum of Lease and Ground Lease Agreement with King County for a radio tower and appurtenances in the Tolt Watershed.

WHEREAS, The City of Seattle, by and through its Seattle Information Technology Department, entered into an interlocal agreement with King County and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, and Tukwila (the "Parties") to implement a new 800 MHz emergency radio communication system, as authorized by Seattle Ordinances 124685 and 124687; and

WHEREAS, the Parties have been working collaboratively and have determined it is in the public interest to procure and implement a new emergency radio communication system, referred to as the "Puget Sound Emergency Radio Network System" or "PSERN System"; and

WHEREAS, the Parties entered into an agreement titled the Puget Sound Emergency Radio Network Implementation Period Interlocal Cooperation Agreement ("Implementation Period ILA") that designates King County to act as the lead agency for planning, procurement, financing, and implementation of the PSERN System; and

WHEREAS, King County, as the lead agency of the PSERN System, is authorized to enter into long-term leases for itself, and its contractors, successors, and assigns, to develop the sites, structures, and facilities necessary for the implementation of the PSERN System; and

1 WHEREAS, an appropriate site for a PSERN System radio tower has been identified within the
2 City's Tolt Watershed; and

3 WHEREAS, the City, by and through its Seattle Public Utilities Department, is amenable to this
4 site being used for the PSERN System and therefore is amenable to a long-term lease
5 agreement to locate a radio tower within the Tolt Watershed; NOW, THEREFORE,


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

7 Section 1. The General Manager/Chief Executive Officer ("General Manager") of the
8 Seattle Public Utilities Department (SPU), or the General Manager's designee, is authorized to
9 execute for and on behalf of the City a memorandum of lease and a 25-year lease agreement with
10 King County to locate a radio tower in the Tolt Watershed, in the form of a Memorandum of
11 Lease, which is attached to this ordinance as Attachment 1, and a Ground Lease Agreement,
12 which is attached to this ordinance as Attachment 2. The General Manager is authorized to make
13 such minor deletions and revisions to the Memorandum of Lease and Ground Lease Agreement
14 as the General Manager deems to be in the best interest of Seattle Public Utilities, consistent with
15 the purposes of this ordinance.

16 Section 2. The General Manager is authorized to extend the term of this Ground Lease
17 Agreement for up to three successive individual terms of five years each on the terms and
18 conditions described in the Ground Lease Agreement.

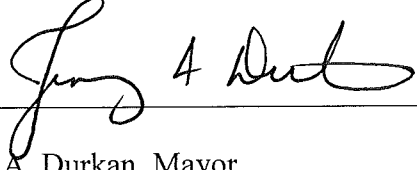
1 Section 3. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 2nd day of January, 2018,
5 and signed by me in open session in authentication of its passage this 2nd day of
6 January, 2018.



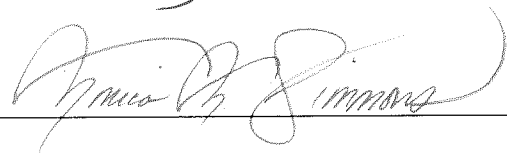
8 President _____ of the City Council

9 Approved by me this ^{5th A.S.} ~~2nd~~ day of January, 2018.



11 Jenny A. Durkan, Mayor

12 Filed by me this 5th day of January, 2018.



14 Monica Martinez Simmons, City Clerk

15 (Seal)

16 Attachments:
17 Attachment 1 – Memorandum of Lease
18 Attachment 2 – Ground Lease Agreement
19
20

Return to:

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

Attachment 1

**MEMORANDUM
OF
LEASE**

Lessor: **The City of Seattle**, a municipal corporation of the State of Washington

Lessee: **King County**, a political subdivision of the State of Washington

Abbreviated Legal Description: PTNS SEC 29, 30, 31, 32, T26N-R8E
Official legal description attached as Exhibit 1

Assessor's Tax Parcel ID #: 292608 9004

Recording Numbers of Prior Recorded Documents: Does not apply

County: King State: Washington

This Memorandum of Lease is entered into on this ____ day of _____, 2017, by and between **The City of Seattle**, a municipal corporation of the State of Washington, by and through its Seattle Public Utilities Department, having offices for the transaction of business at 700 Fifth Avenue, Suite 5200, Seattle, Washington 98124-4689 (hereinafter referred to as "**Lessor**") and **King County**, a political subdivision of the State of Washington, having a mailing address of 500 Fourth Avenue, Suite 830, Seattle, Washington 98104 (hereinafter referred to as "**Lessee**").

1. Lessor and Lessee entered into a certain Ground Lease Agreement T14-802 ("**Lease**") on the ____ day of _____, 2017, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Lease.
2. The initial lease term will be twenty-five (25) years 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 of the Lease (as those capitalized terms are defined in the Lease), with three (3) successive five (5) year options to extend.
3. The portion of the land being leased to Lessee is described and/or depicted in **Exhibit 1** annexed hereto.

4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

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

"LESSOR"

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

By and through its Seattle Public Utilities Department

By: _____
Print Name: _____
Its: General Manager & Chief Executive Officer
Date: _____

"LESSEE"

King County, a political subdivision of the State of Washington

By: _____
Print Name: Anthony O. Wright
Its: Director, Facilities Management Division
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/she) acknowledged that (he/she) signed this
instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged
it as the General Manager & Chief Executive Officer, Seattle Public Utilities Department, 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 the instrument.

Dated this _____ day of _____, 2017.

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 Anthony O. Wright 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 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 the instrument.

Dated this _____ day of _____, 2017.

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

EXHIBIT 1

Page 1 of 2

to the Memorandum of Lease dated _____, 2017, by and between **The City of Seattle**, a municipal corporation of the State of Washington, by and through its Seattle Public Utilities Department, as Lessor, and **King County**, a political subdivision of the State of Washington, as Lessee.

The real property on which the Leased Land is located is legally described as follows:

THOSE PORTIONS OF SECTIONS 29, 30, 31 AND 32, TOWNSHIP 26 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING SOUTHERLY OF THE SOUTHERLY LINE OF THAT TRACT OF LAND CONVEYED TO THE CITY OF SEATTLE BY DEED RECORDED UNDER RECORDING NUMBER 4987895, EASTERLY OF THE THREAD OF THE STOSSEL CREEK, NORTHERLY OF THE THREAD OF THE TOLT RIVER, NORTHERLY AND NORTHWESTERLY OF THE THREAD OF THE NORTH FORK OF THE TOLT RIVER AND WESTERLY OF THE THREAD OF NORTH FORK CREEK.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

APN: 292608 9004

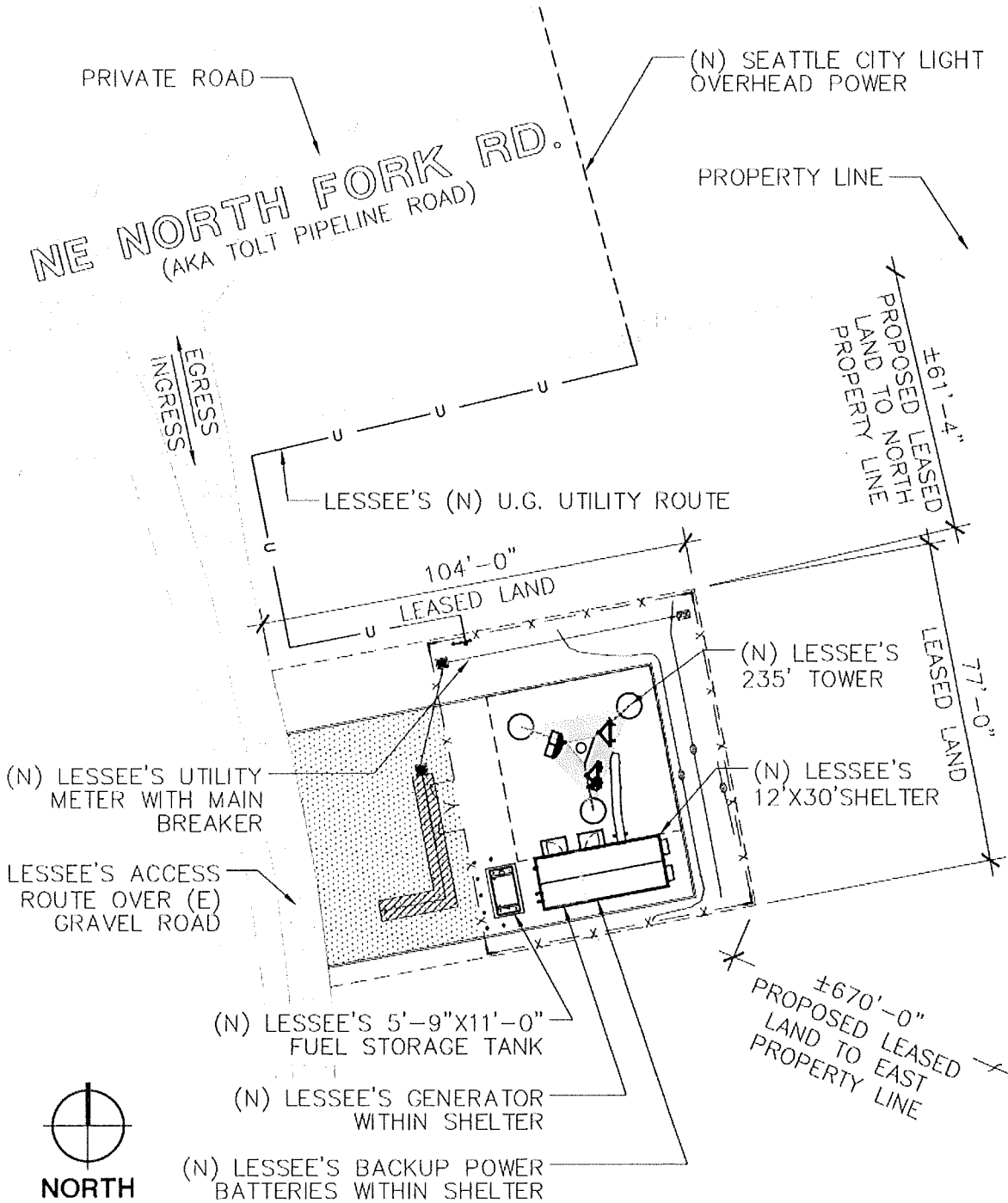
Address: 39025 NE North Fork Road, Duvall, WA 98019

The Leased Land is described and/or depicted as follows:

A PORTION OF SECTION 29 TOWNSHIP 26 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON IS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY QUARTER CORNER OF SAID SECTION 29;
THENCE SOUTH 00°14'23" WEST, A DISTANCE OF 872.34 FEET ALONG THE WEST LINE OF SAID SECTION TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE CENTER BEARS NORTH 85°04'17" EAST, SAID CURVE HAVING A RADIUS OF 999.21 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 287.00 FEET THROUGH A CENTRAL ANGLE OF 16°27'24 TO A CONCRETE MONUMENT;
THENCE NORTH 76°50'35" EAST, A DISTANCE OF 780.59 FEET TO A CONCRETE MONUMENT;
THENCE SOUTH 12°59'18" EAST, A DISTANCE OF 135.59 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 10°54'37" EAST, A DISTANCE OF 77.00 FEET;
THENCE SOUTH 79°05'23" WEST, A DISTANCE OF 104.00 FEET;
THENCE NORTH 10°54'37" WEST, A DISTANCE OF 77.00 FEET;
THENCE NORTH 79°05'23" EAST, A DISTANCE OF 104.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT 1
Page 2 of 2



**THE CITY OF SEATTLE - SEATTLE PUBLIC UTILITIES DEPARTMENT
GROUND LEASE AGREEMENT
T14-802**

THIS GROUND LEASE AGREEMENT ("Ground Lease") is made by and between The City of Seattle, a municipal corporation of the State of Washington, by and through its Seattle Public Utilities Department, having offices for the transaction of business at 700 Fifth Avenue, Suite 5200, Seattle, Washington 98124-4689 (collectively, "SPU"), and King County, a political subdivision of the State of Washington, having offices for the transaction of business at 500 Fourth Avenue, Suite 830, Seattle, Washington 98104 ("Lessee"). SPU 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, SPU is the owner of a series of contiguous real property parcels that geographically link the Tolt Watershed to the City of Seattle and together make up the necessary and critical corridor for the Tolt Water Supply System located within King County, Washington (the "Tolt Water Corridor"); and

WHEREAS, Lessee desires to lease from SPU a portion of one of the parcels located within the Tolt Water Corridor, which parcel is more specifically set forth in Exhibit A annexed hereto ("Property"), to construct, operate and maintain a communication facility, including but not limited to a tower, communications equipment shelter, auxiliary power generator and associated equipment and improvements, as well as obtain the rights from SPU to access the property and install utilities in conjunction therewith; and

WHEREAS, the Lessee plans to fund and procure sites for such communication facilities, and along with other municipalities in King County establish 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 facilities 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, SPU leases to Lessee and Lessee leases from SPU, a portion of the Property, situated in King County, Washington, consisting of a 104' x 77' area, approximately 8,008 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 and associated equipment, necessary utilities for the PSERN System's facilities, a drainage field and improvements (the "Tower Facilities"), along with non-

exclusive routes for ingress, egress, access and electric utilities over, under and across the Property, as more particularly described and depicted in Exhibit B annexed hereto, to conduct the Authorized Activities set forth in Section 4 and for no other purpose.

The Leased Land is leased from SPU 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.

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 SPU for the use of said 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 fee 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 SPU 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). SPU shall notify Lessee of any assessment of late fees if rental fees are late. Late payment charges shall be paid within thirty (30) days of Lessee's receipt of SPU'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 SPU in writing of the Rent Commencement Date and within ten (10) business days of receipt thereof, SPU 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 "SPU Ground Lease P.M. #T14-802." Annual rental fee payments shall be sent to:

Seattle Public Utilities
Accounts Receivable
PO Box 34018
Seattle WA 98124-4018

e. The rental fee will be subject to an annual escalation of one and one-half percent (1.5%), 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 SPU's Right to Utilize Lessee's Facilities. Provided the Parties first enter into a mutually acceptable sublease agreement, SPU shall have the right to attach its own facilities on, to and within Lessee's Tower Facilities and/or occupy space within the Leased Land; provided such use and operations do not unreasonably interfere with the operation and maintenance of Lessee's Tower Facilities and Lessee's use of the Leased Land by Lessee or any pre-existing tenants thereon; and provided further that the Tower Facilities are structurally capable of supporting SPU's facilities without exceeding radio frequency ("RF") emission limits and there is sufficient space on the Leased Land to accommodate SPU's facilities. SPU shall provide Lessee with a written notice of intent to enter into a sublease with Lessee for the uses provided in this Section, and Lessee shall provide a draft sublease agreement to SPU for such attachment or use of space within a reasonable period of time thereafter. SPU and Lessee shall both use commercially reasonable efforts to negotiate and enter into a mutually acceptable sublease agreement for SPU's proposed 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 Property by Lessee, including the tower itself 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 Property. All damage to the Property caused by removal of Lessee's Personal Property shall be promptly restored or repaired by Lessee.

b. Lessee specifically acknowledges that as part of the consideration required for this Ground Lease, Lessee shall remove its Personal Property, including the tower itself and its foundations, from the Property 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 SPU 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 SPU, in accordance with Section 2.3(e).

c. 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 Property, as provided in this Section, SPU 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 SPU for its reasonable direct costs incurred to remove and dispose of the Personal Property.

d. 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. 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, SPU 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.

e. To the extent that Lessee fails to remove any of its Personal Property as provided in this Section, SPU shall have the right but not the obligation, and at its sole discretion, to take ownership of such property or a portion thereof "as is, with all faults" upon written notice to Lessee and at no cost to SPU.

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 SPU.

2.5 Payment of Electric Utility Consumption Charges. All charges for electricity consumption by the Lessee are included in the annual rental fee paid by Lessee to SPU.

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 SPU and attributable to the unexpired Term of this Ground Lease; provided that Lessee shall remain obligated to pay the rental fee to SPU 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 SPU 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 SPU, 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, as well as the right to access the Leased Land across the Property from a public right-of-way, and the right to install one electric service line to the Leased Land from existing SPU electric facilities located on the Property, for a communications system to be used primarily for government use, including emergency services, public safety and other governmental purposes. Private uses of the Leased Land are not permitted without SPU's prior written consent. Lessee's proposed use of the Leased Land is subject to plan review and approval by SPU. From and after the date Lessee's plans have been approved by SPU, 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 SPU. 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. SPU is not aware of any Hazardous Substances (defined in Section 4.4.d) located on the Property in the soil, groundwater, or other environmental media, in violation of applicable laws. Lessee and SPU agree that they will not place, dispose of or store any Hazardous Substance on the Property in violation of applicable laws. The Parties acknowledge that, consistent with this Section, Lessee may be installing on the Property backup power devices such as batteries in quantities normal and customary for such use.

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

c. Without limiting the Lessee's obligation under Section 8.2, SPU 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 the Property caused by SPU or its employees or agents, except to the extent that such Claims are caused by Lessee, its employees or agents. In addition, SPU hereby agrees to indemnify and hold harmless Lessee with respect to any and all Claims arising from the presence of any Hazardous Substances on the 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 Property.

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 SPU. 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, SPU may take any steps reasonably necessary to remedy such failure. Upon demand by SPU, 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 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 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 SPU within this thirty (30) day period.

4.7 Access and Utilities.

a. As part of the consideration for this Ground Lease, SPU 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, along the Tolt Pipeline Road, 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 the 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. SPU 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. Intentionally omitted.

e. Lessee shall have the right to construct and maintain, at Lessee's expense, an underground electric utility conduit and supporting utility facilities, for electric power delivery to the Leased Land, the locations for which are generally depicted in Exhibit B. The design and construction of such electric service facilities shall be subject to SPU's written consent, which shall not be unreasonably withheld, conditioned or delayed. Both Parties acknowledge and agree that Lessee's annual rental fee includes Lessee's submetered electricity usage.

f. SPU agrees to provide Lessee at least twenty-four (24) hours advance written notice of any planned interruptions of electrical service that Lessee is submetering from existing electrical utilities located on the Property; provided SPU has actual knowledge of such planned interruption. SPU acknowledges that Lessee provides emergency communication services that require electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. SPU will not be responsible for interference with, interruption of or failure, beyond the reasonable control of SPU, of such services to be furnished or supplied by SPU facilities.

Section 5. SPU's Retained Rights and Continuing Operations

5.1 SPU's Retained Rights Continuing Operations. SPU reserves for itself, 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 ("SPU Facilities"); provided such construction, operation, testing, repair and maintenance of the SPU Facilities does not unreasonably interfere with Lessee's physical use of the Leased Land or physical operation of the Tower Facilities thereon.

5.2 SPU Access and Right to Exclude. SPU shall maintain the right to access all areas of the Leased Land, including access and utility routes permitted herein, as necessary and convenient for its utility purposes. SPU's rights shall include the right to exclude Lessee, and Lessee's officials, employees, agents, consultants, contractors, representatives, licensees, invitees, or visitors from certain areas of the Property (not including the Leased Land) and the access route, as necessary and convenient for utility purposes. In the event SPU exercises its right to exclude, (a) SPU shall use commercially reasonable efforts to cooperate with Lessee to obtain access to the Leased Land from a public right-of-way, at no cost to SPU; and (b) SPU shall endeavor to give Lessee as much advanced written notice as is reasonably possible, but in

no event less than twenty-four (24) hours advance written notice; provided that in the case of emergencies, SPU shall be relieved of any prior written notice requirements, but shall give Lessee written notice of such access as soon as reasonably possible thereafter.

5.3 Intentionally omitted.

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 SPU 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. SPU 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 SPU 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 Property; 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 SPU'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 SPU, 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, SPU 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 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 SPU in effecting such cure, including but not limited to attorneys' fees and costs.

c. In the event that SPU 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 SPU's behalf and at SPU's sole expense. In such event, within forty-five (45) days after SPU's receipt of an invoice setting forth Lessee's expenses incurred to cure SPU's Default, SPU shall repay Lessee the amount therein.

7.2 Reentry. If SPU 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 SPU upon demand for all reasonable costs and expenses incurred in retaking possession of the Leased Land and all other losses suffered by SPU as a consequence of Lessee's Default. In the event of any entry or taking possession of the Leased Land, SPU 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 SPU elects to terminate this Ground Lease pursuant to the provisions of Section 7.1.a, Lessee shall be liable to SPU for any amount necessary to compensate SPU 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 SPU 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 SPU, 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. SPU makes no covenant, representation, or warranty to the Lessee that any pre-existing or subsequent user of the Property will not cause interference with or interruption of the Lessee's use of the Tower Facilities or the Leased Land. So long as SPU 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 SPU 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 SPU'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. The Lessee shall defend, indemnify and hold harmless SPU 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. SPU 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 SPU's breach of this Ground Lease or the negligent acts or omissions of SPU, 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 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 (1) intended to establish a maximum limit of liability to be maintained by Lessee regarding this Ground Lease, nor (2) 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. SPU 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 SPU deems insurance to be inadequate to protect Lessee and SPU, Lessee shall reasonably increase coverages and/or liability limits as SPU shall deem reasonably adequate within sixty (60) days after the date of written notice.

9.2 Terms and Conditions for Lessee's Insurance.

a. **SPU as Additional Insured.** The CGL insurance and, in addition, excess and/or umbrella liability insurance, if any, shall include "SPU, 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 SPU. 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 SPU 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 SPU at its notice address set forth in Section 14 below, except as may otherwise be specified in RCW 48.18.290 (Cancellation by insurer). SPU and the Lessee mutually agree that for the purpose of RCW 48.18.290(1)(a), for both liability and property insurance, SPU 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 SPU 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, SPU. Lessee shall cooperate to provide such information as SPU 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 SPU to the same extent as SPU 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 Property, 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 Property 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 SPU's Risk Management Division the placement of builder's risk property insurance prior to any new construction on, or structural alteration of, the Property.

9.4 Waiver of Subrogation. Unless such waiver would void the property insurance coverage to be provided pursuant to this Section 9, SPU 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 Property or other structures within the Tolt Water Corridor, except such rights as they have, to proceeds of such insurance held by SPU 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 SPU 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 SPU 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 SPU, at SPU's notice address set forth in Section 14 below.

f. In lieu of the above documents, Lessee may provide SPU 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 shall be the responsibility, and at the sole risk, of Lessee.

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 Property.

9.9 Third-Party Insurance. Before authorizing any contractor or third-party to enter onto the 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. SPU 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 SPU with at least thirty (30) days prior written notice of any material change in the Lessee's self-funded insurance program. SPU 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 SPU as an additional insured.

Section 10. Assignment

Lessee shall not assign this Ground Lease without express written permission of SPU, which shall be at SPU's sole discretion. SPU 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, without SPU'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 SPU, which shall be at SPU'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.

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 Property; provided however that SPU agrees to sign a short form 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 SPU may terminate this Ground Lease at its option.

Section 13. SPU 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, SPU 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, SPU 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 SPU, including reasonably acceptable documentation supporting SPU's reasonable expenditure in connection therewith, the Lessee shall repay SPU 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 SPU's invoice for said expenditure to the date of the Lessee's repayment.

b. Except as expressly set forth in this Ground Lease, SPU 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, SPU 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 SPU: Seattle Public Utilities
Facilities & Real Property
Seattle Municipal Tower, Suite 4900
700 5th Avenue
Seattle WA 98104

With a copy to: Seattle Public Utilities
Facilities & Real Property
PO Box 34018
Seattle WA 98124-4018

If to Lessee: King County Facilities Management Division
Real Estate Services
Attention: Leasing Supervisor
Re: Swan 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: Swan PSERN Lease
500 Fourth Avenue, Suite 800
Seattle, WA 98104

With a copy to: King County
Emergency Radio Communications Division - KCIT
Attention: Marlin Blizinsky
RE: Swan PSERN Lease
401 Fifth Avenue, Suite 600
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. SPU 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. SPU represents, warrants and agrees that SPU's execution and performance of this Ground Lease will not violate any laws, covenants or the provisions of any mortgage, lease or other agreement binding on SPU.

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 out 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 The Lessee shall assume all liability for any damage caused to SPU Facilities arising out of or resulting from Lessee's use of the Leased Land.

23.2 The Lessee agrees to submit plans furnishing details of any blacktopping, grading, cuts or fills on any part of the Property, for approval by the General Manager & Chief Executive Officer of SPU, or his or her authorized representatives, prior to the undertaking of any such blacktopping, grading, cuts or fills on the Property. Such approval will not be unreasonably withheld, conditioned or delayed.

23.3 After the initial installation of the Tower Facilities, Lessee shall obtain SPU'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, SPU'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 the Property by SPU.

23.4 SPU's execution of this Ground Lease will signify SPU's written approval of the site plans attached to this Ground Lease as Exhibit B, and will signify SPU'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 SPU'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 SPU, including proposed site plans therefor. If the General Manager & Chief Executive Officer of SPU, or his or her authorized representatives, 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 C. If there is any discrepancy between the plans attached at Exhibit B and those of Exhibit C, the site plans approved (or deemed approved) by SPU last in time shall control. If SPU disapproves the plans, then Lessee will provide SPU with revised plans. In the event SPU disapproves the revised plans, Lessee may either: i) make further revisions to the plans and submit them to SPU for review, or ii) terminate this Ground Lease immediately by providing written notice to SPU.

23.6 The Lessee agrees to provide SPU a copy of all reports prepared by a qualified structural engineer that verify Lessee's 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 its tower on the Leased Land.

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

23.8 Where this Ground Lease has provided Lessee use of roadways on the Property, such use of said roadways shall not be deemed or held to be an exclusive use, or prohibit SPU from granting other permits of like or other nature, or interfere with SPU'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 The General Manager & Chief Executive Officer of SPU, or his or her authorized representatives, 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. SPU 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 SPU's access to and over the 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, SPU reserves the right to remove the debris. The direct cost of the cleanup shall be paid by the Lessee. After initial installation by Lessee, SPU shall maintain the portion of the gravel access road between the Pipe Line Road to the Leased Land in the same manner and condition as Pipe Line Road is currently maintained by SPU.

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 the General Manager & Chief Executive Officer of SPU in his or her 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.

23.17 Notwithstanding anything to the contrary contained in this Ground Lease, Lessee shall submit to SPU for approval prior to submittal to the granting agency all applications for government grant funds that could affect SPU's use of the Property, which approval shall be within the sole discretion of SPU.

Section 24. Binding Effect

The covenants and agreements of this Ground Lease shall be binding upon and inure to the benefit of SPU 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 SPU, 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 Property, including, without limitation, Chapter 49.60 RCW. Lessee and SPU 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 Ch. 12.16.125. 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 SPU 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 SPU. 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 Property and the SPU 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 the Property, SPU will provide Lessee with a list of all existing radio frequency user(s) on the 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 SPU 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 the Property.

b. Without Lessee's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, SPU will not grant a lease, license or any other right to any third party for the use of the Property 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. SPU further agrees to include in all future leases, licenses and agreements to utilize the Property 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 the Property 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 the Property the equipment that causes the interference.

d. Lessee acknowledges and agrees that the primary purpose of the Property is for the continued operation and maintenance of the City of Seattle's water and electric utility facilities and that the permissions granted herein are subject to those operations. In the event that any non-communications facilities create any interference, SPU agrees to cooperate with Lessee in determining the cause of the interference. Notwithstanding any laws or regulation to the contrary, Lessee agrees that SPU shall not be required to cease operation of any of the SPU Facilities, nor shall it be required to pay for costs associated with studying or modifying Lessee's equipment to accommodate the SPU Facilities.

e. For the purposes of this Ground Lease, "interference" includes harmful interference as defined by the FCC, and any use on the 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 SPU 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 the Property, SPU 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 SPU, 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's Property
- Exhibit B: Legal Description and Depiction of Leased Land and Depiction of Tower Facilities
- Exhibit C: SPU approved Site Plans (to be attached upon SPU approval, which need not be prior to the Effective Date of this Ground Lease)

[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, by and through its Seattle
Public Utilities Department

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

By: _____
Name: _____
Its: General Manager & Chief Executive Officer
Date: _____

Approved as to form:

Busch Law Firm PLLC

EXHIBIT A
(Legal description of Property)

Legal Description of SPU's Property:

THOSE PORTIONS OF SECTIONS 29, 30, 31 AND 32, TOWNSHIP 26 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING SOUTHERLY OF THE SOUTHERLY LINE OF THAT TRACT OF LAND CONVEYED TO THE CITY OF SEATTLE BY DEED RECORDED UNDER RECORDING NUMBER 4987895, EASTERLY OF THE THREAD OF THE STOSSEL CREEK, NORTHERLY OF THE THREAD OF THE TOLT RIVER, NORTHERLY AND NORTHWESTERLY OF THE THREAD OF THE NORTH FORK OF THE TOLT RIVER AND WESTERLY OF THE THREAD OF NORTH FORK CREEK.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

APN: 292608 9004

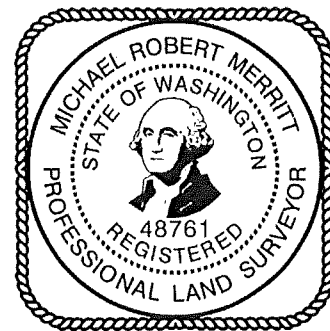
Address: 39025 NE North Fork Road, Duvall, WA 98019

EXHIBIT B
(Legal Description and Depiction of Leased Land and Depiction of Tower Facilities)
(Page 1 of 3)

Legal Description of the Leased Land:

A PORTION OF SECTION 29 TOWNSHIP 26 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON IS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

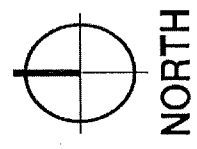
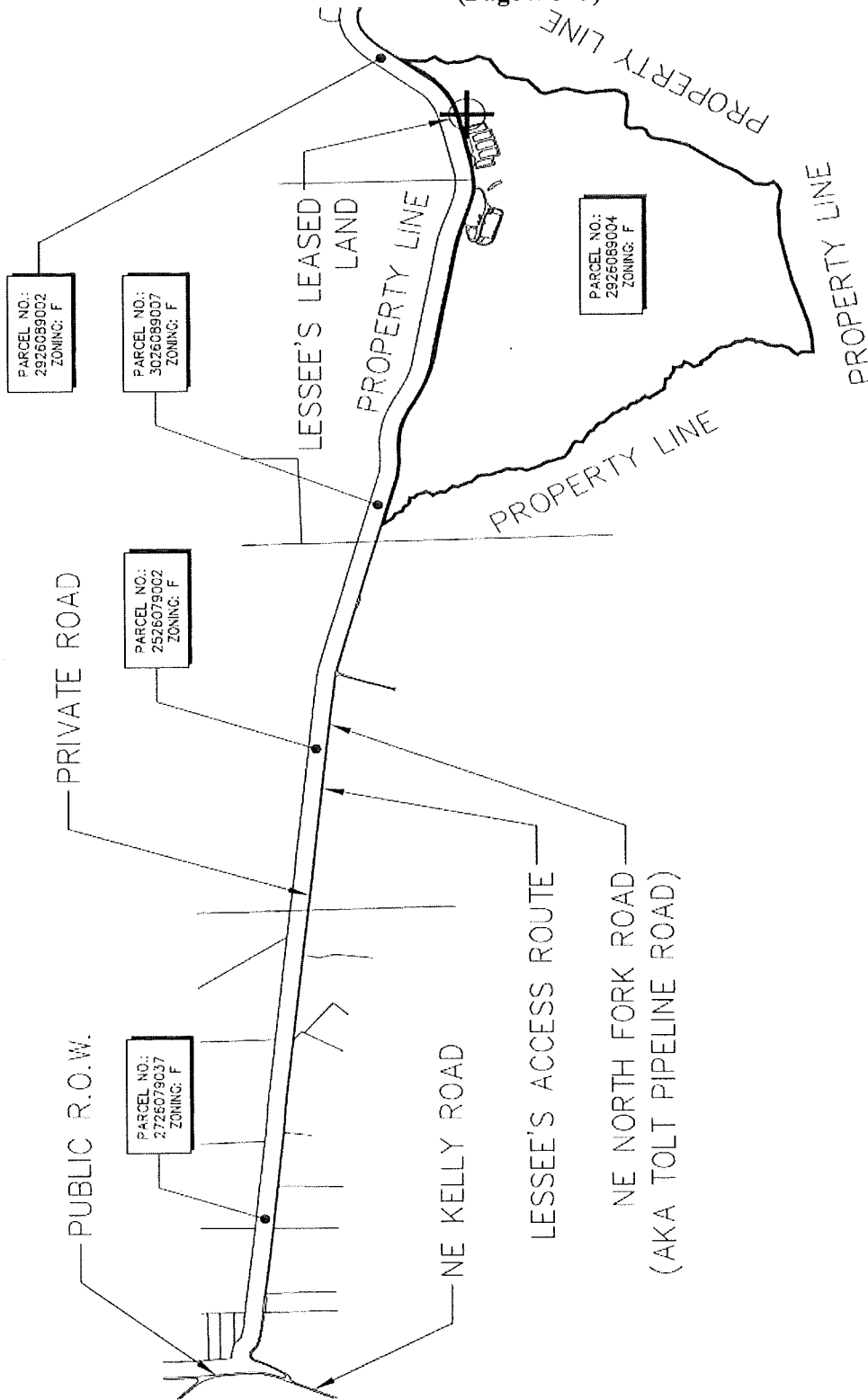
COMMENCING AT THE WESTERLY QUARTER CORNER OF SAID SECTION 29;
THENCE SOUTH 00°14'23" WEST, A DISTANCE OF 872.34 FEET ALONG THE WEST LINE OF SAID SECTION TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE CENTER BEARS NORTH 85°04'17" EAST, SAID CURVE HAVING A RADIUS OF 999.21 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 287.00 FEET THROUGH A CENTRAL ANGLE OF 16°27'24" TO A CONCRETE MONUMENT;
THENCE NORTH 76°50'35" EAST, A DISTANCE OF 780.59 FEET TO A CONCRETE MONUMENT;
THENCE SOUTH 12°59'18" EAST, A DISTANCE OF 135.59 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 10°54'37" EAST, A DISTANCE OF 77.00 FEET;
THENCE SOUTH 79°05'23" WEST, A DISTANCE OF 104.00 FEET;
THENCE NORTH 10°54'37" WEST, A DISTANCE OF 77.00 FEET;
THENCE NORTH 79°05'23" EAST, A DISTANCE OF 104.00 FEET TO THE POINT OF BEGINNING.



Depiction of Leased Land & Tower Facilities:

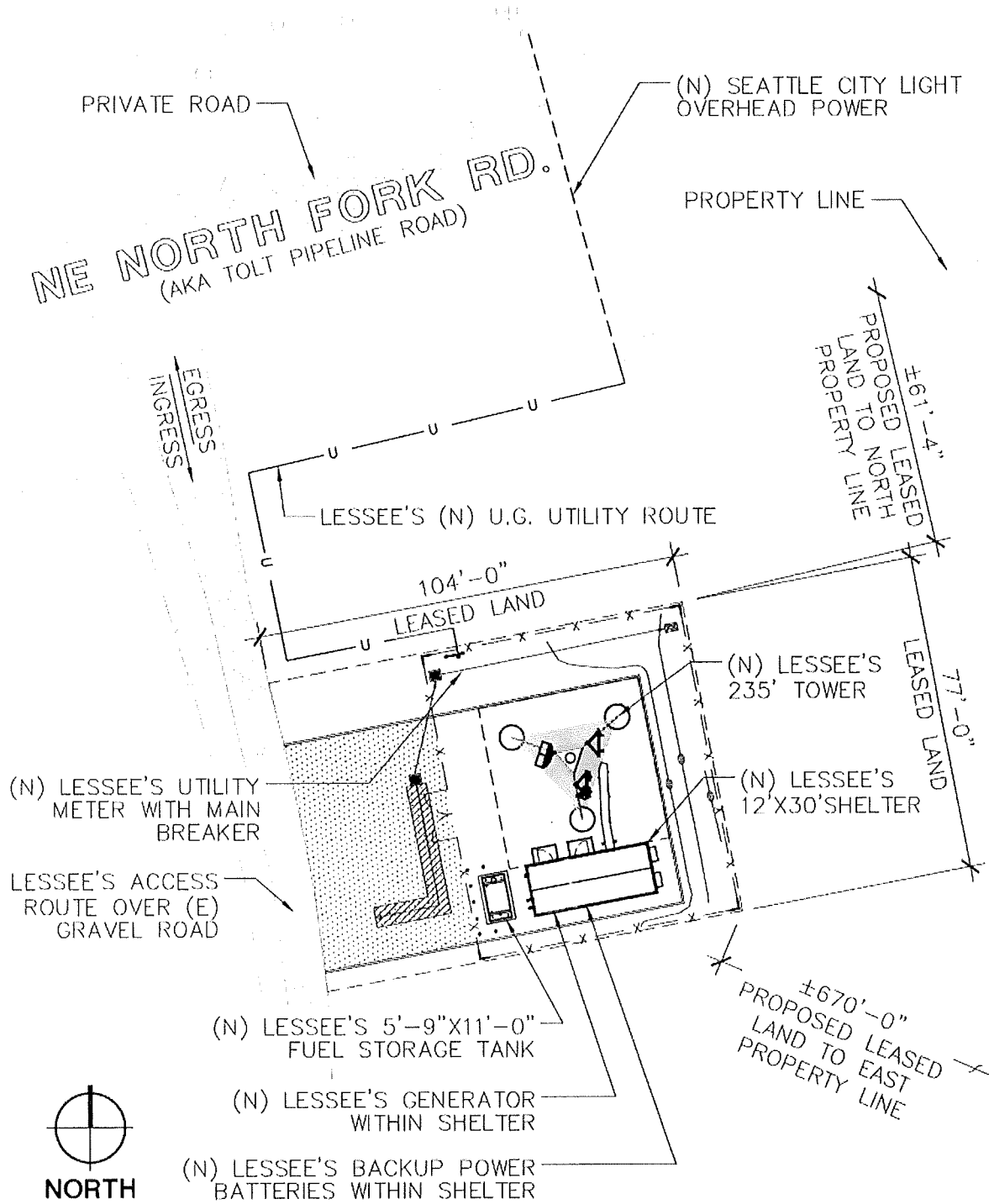
See following 2 pages of Exhibit B.

EXHIBIT B
(Page 2 of 3)



SCALE: 1 IN. = 0.4 MI.

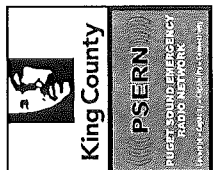
EXHIBIT B
(Page 3 of 3)



King County Lease #: PSERN-08
King County Lease Name: Swan
SPU Ground Lease P.M. #T14-802

EXHIBIT C
(SPU approved Site Plans)

See attached 28 pages.



SWAN
(NEW BUILD)
39025 NE NORTH FORK RD.
DUVALL, WA 98019

PACIFIC CORPORATION
505 5TH AVE S, SUITE 202
SEATTLE, WA 98104
PHONE: 206-461-8189
WWW.PACIFIC.COM

CAMP+
ASSOCIATES
1345 1ST AVENUE W, SUITE 304
SEATTLE, WA 98149
PHONE: 206-461-8189
WWW.CAMPASSOCIATES.COM

PROJECT MANAGER: LJC
PREPARED BY: AND/PAT
APPROVED BY: PN

DATE: 07/27/17
DRAWN: 07/27/17
CHECKED: 07/27/17
DATE: 07/27/17
DATE: 07/27/17

ARCHITECTS STAMP
REGISTERED ARCHITECT
STATE OF WASHINGTON

SHEET NAME
TITLE SHEET
SHEET NUMBER
T-1

PUGET SOUND EMERGENCY RADIO NETWORK

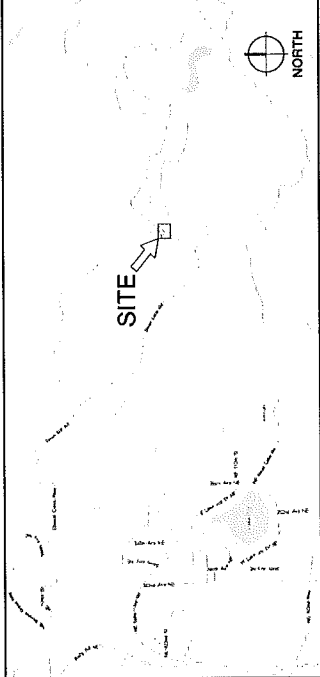
(NEW BUILD)

SWAN
39025 NE NORTH FORK RD.
DUVALL, WA 98019
LATITUDE: 47°42'23.62" N (NAD 83)
LONGITUDE: 121°49'01.66" W (NAD 83)
GROUND ELEVATION: 698.70' (NAVD 88)

CONFIDENTIAL AND PROPRIETARY

SEPARATE PERMITS TO BE OBTAINED FOR THE FOLLOWING:
• GENERATOR
• FUEL PIPING
• FIRE SUPPRESSION SYSTEM: FM200

AREA MAP



DRIVING DIRECTIONS:
1) DEPART ON 5TH AVE S (SOUTH) [1.5 MI] 2) TURN RIGHT (WEST) ONTO S JACKSON ST [0.4 MI] 3) TURN LEFT (NORTH) ONTO 4TH AVE S [0.4 MI] 4) TURN RIGHT (EAST) ONTO 4TH AVE S [0.4 MI] 5) KEEP STRAIGHT ONTO RAMP [0.1 MI] 6) TURN LEFT (EAST) ONTO EDGAR MARTINEZ DR [0.1 MI] 7) KEEP STRAIGHT ONTO RAMP [0.2 MI] 8) AT RAMP, TURN RIGHT (SOUTH) ONTO W-165 [0.2 MI] 9) KEEP STRAIGHT ONTO W-165 [0.2 MI] 10) TURN RIGHT (EAST) ONTO W-165 [0.2 MI] 11) TURN RIGHT (EAST) ONTO W-165 [0.2 MI] 12) TAKE RAMP (SOUTH) ONTO W-165 [0.2 MI] 13) TURN RIGHT (EAST) ONTO W-165 [0.2 MI] 14) BEAR LEFT (SOUTH-EAST) ONTO W-165 [0.2 MI] 15) BEAR RIGHT (SOUTH) ONTO W-165 [0.2 MI] 16) KEEP STRAIGHT ONTO W-165 [0.2 MI] 17) KEEP STRAIGHT ONTO W-165 [0.2 MI] 18) TURN RIGHT (EAST) ONTO LOCAL ROAD [0.4 MI] 19) BEAR LEFT (EAST) ONTO LOCAL ROAD [0.4 MI] 20) BEAR LEFT (EAST) ONTO LOCAL ROAD [0.4 MI] 21) BEAR LEFT (EAST) ONTO SHELLE LAKE RD [0.3 MI] 22) TAKE LOCAL ROAD TO S PHAROS CREEK RD [0.4 MI] 23) ROAD NAME CHANGES TO NF-7710 [0.2 MI] 24) TAKE LOCAL ROAD TO SITE.

SIGNATURE BLOCK

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

SHEET INDEX

ARCHITECTURAL SHEET	
SP-1 GENERAL NOTES	
SP-2 SPECIAL INSPECTIONS	
SP-3 CIVIL SURVEY AND GENERAL NOTES	
SP-4 TEMPORARY EROSION CONTROL PLAN	
SP-5 TEMPORARY EROSION CONTROL DETAILS	
SP-6 GRADING AND DRAINAGE PLAN	
SP-7 ENLARGED PROPOSED SITE PLAN	
A-1 ANTENNA PLAN	
A-2 PROPOSED ELEVATIONS	
A-3 DETAILS	
A-4 PLAN AND ELEVATIONS	
A-5 SHEET INDEX	
A-6 BATTERY SYSTEM	
STRUCTURAL	
F1.1 BUILDING AND FUEL TANK FOUNDATIONS	
F2.1 BUILDING AND TANK FOUNDATION PLANS AND DETAILS	
TOWER	
B-1 SLAB FOUNDATION INSTALLATION	
B-2 STRESS ANALYSIS	
MECHANICAL	
MT1.0 FUEL SYSTEM PIPING PLAN	
ELECTRICAL	
E-1 ELECTRICAL SITE PLAN	
E-2 CONDUIT SCHEDULE & PANEL SCHEDULE	
E-3 GROUNDING PLANS & NOTES	
E-4 GROUNDING DETAILS & NOTES	

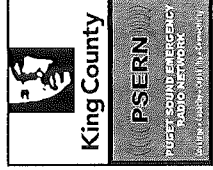
PROJECT SUMMARY

ENGINEER CONTACT:
PACIFIC CORPORATION
505 5TH AVE S, SUITE 202
SEATTLE, WA 98104
PHONE: 206-461-8189
CELLULAR: 305-581-8189
EMAIL: info@pacific.com

ARCHITECT CONTACT:
CAMP+ ASSOCIATES
1345 1ST AVENUE W, SUITE 304
SEATTLE, WA 98149
PHONE: 206-461-8189
CELLULAR: 305-581-8189
EMAIL: info@camp.com

DESIGN CONSULTANT:
LUNNWOOD, WA 98035
PHONE: 206-461-8189
EMAIL: info@lunnwood.com

SITE NAME: SWAN
SITE ADDRESS: 39025 NE NORTH FORK RD.
DUVALL, WA 98019
LAND OWNER: SEATTLE CITY OF SPU-WTR
JURISDICTION: KING COUNTY
PARCEL NUMBER: 292608-9004
PARCEL SIZE: 19,920,000 SQ. FT. (457.3 ACRES)
ZONING: F (FOREST)
OCCUPANCY: U (UNOCCUPIED)
CONSTRUCTION TYPE: V-B
NEW IMPROVEMENTS SURFACES: 4,931 SQ. FT.
PROJECT DESCRIPTION: (INCLUDES) NEW KING COUNTY PUGET SOUND EMERGENCY RADIO NETWORK (PSEPN) TOWER AND ASSOCIATED EQUIPMENT TO PROVIDE EMERGENCY RADIO COMMUNICATIONS TO REACH AND COORDINATE WITH EMERGENCY RESPONDERS.



SWAN
(NEW BUILD)
3905 NE NORTH FORK RD.
DUVALL, WA 98019

PACIFIC CORPORATION
500 PTH AVE. S. SUITE 200
PHOENIX, AZ 85004
WWW.PACIFICCORP.COM

CAMP++ ASSOCIATES
1845 NORTH LAKE W. SUITE 204
PHOENIX, AZ 85024
WWW.CAMPASSOCIATES.COM

PROJECT MANAGER: LC
PREPARED BY: AG/LAT
APPROVED BY: FN

DATE: 07/17/17
DATE: 07/17/17
DATE: 07/17/17
DATE: 07/17/17

ARCHITECT'S STAMP
REGISTERED ARCHITECT
STATE OF WASHINGTON

SHEET NAME
SPECIAL INSPECTIONS

SHEET NUMBER
SP-2

TABLE 1705.6
REQUIRED SPECIAL INSPECTIONS AND TESTS OF CONCRETE CONSTRUCTION

TYPE	CONTINUOUS SPECIAL INSPECTION	PERIODIC SPECIAL INSPECTION	PERIODIC STANDARDS	AS REFERENCE
1. INSPECT REINFORCEMENT, INCLUDING PRESTRESSING TENDONS, AND VERIFY PLACEMENT.	-	X	AC 318.2A, 20, 26.2, 26.3, 26.4, 26.5	108.4
2. REINFORCING BAR WELDING: A. VERIFY WELDABILITY OF REINFORCING BARS OTHER THAN ASTM A706. B. INSPECT SINGLE-PASS FILLET WELDS, MAXIMUM 5/16", AND C. INSPECT ALL OTHER WELDS.	-	X	AWS D1.4 AC 318.26.4	-
3. INSPECT ANCHORS IN CAST CONCRETE.	-	X	AC 318.17.2.2	-
4. INSPECT ANCHORS POST-INSTALLED IN HARDENED CONCRETE MEMBERS. A. VERIFY ANCHOR TYPE, SIZE, AND PLACEMENT FOR UNEXPECTED REVERSE ORIENTATION TO RESIST SUSTAINED TENSION LOADS. B. MECHANICAL ANCHORS AND ADHESIVE ANCHORS NOT DEFINED IN 4.4.	X	X	AC 318.17.2.2 AC 318.26.4	108.4
5. VERIFY USE OF REQUIRED DESIGN MIX.	-	X	AC 318.26.4 AC 318.26.5	108.4
6. PRIOR TO CONCRETE PLACEMENT, FABRICATE SPECIMENS FOR STRENGTH TESTS, PERFORM SLUMP AND AIR CONTENT TESTS, AND DETERMINE TEMPERATURE OF THE CONCRETE.	X	-	AC 318.26.5 AC 318.26.4	108.4
7. INSPECT CONCRETE AND SHOTCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES.	X	-	AC 318.26.5 AC 318.26.4	108.4
8. INSPECT PRESTRESSED CONCRETE FOR: A. APPLICATION OF PRESTRESSING FORCES, AND B. CURING OF BONDED PRESTRESSING TENDONS.	-	X	AC 318.26.5 AC 318.26.4	108.4
9. INSPECT ERECTION OF PRECAST CONCRETE MEMBERS.	-	X	AC 318.26.8	-
10. INSPECT ERECTION OF PRECAST CONCRETE MEMBERS. A. VERIFY IN-SITU CONCRETE STRENGTH, PRIOR TO STRESSING OF TENDONS IN POST-TENSIONED CONCRETE AND PRIOR TO REMOVAL OF SHORES AND FORMS FROM BARS AND STRUCTURAL SHIMS. B. VERIFY PROPER LOCATION AND DIMENSIONS OF THE CONCRETE EXCESS BARS FORMED.	-	X	AC 318.26.8 AC 318.26.12	-
11. INSPECT FORMWORK FOR SHAP, LOCATION AND DIMENSIONS OF THE CONCRETE EXCESS BARS FORMED.	-	X	AC 318.26.12	-

TABLE 1705.7
REQUIRED SPECIAL INSPECTIONS AND TESTS OF DRIVEN DEEP FOUNDATION ELEMENTS

TYPE	CONTINUOUS SPECIAL INSPECTION	PERIODIC SPECIAL INSPECTION
1. VERIFY ELEMENT MATERIALS, SIZES AND LENGTHS COMPLY WITH THE REQUIREMENTS.	X	-
2. ESTIMATE CAPACITIES OF TEST ELEMENTS AND CONDUCT ADDITIONAL LOAD TESTS, AS REQUIRED.	X	-
3. INSPECT DRIVING OPERATIONS AND MAINTAIN COMPLETE AND ACCURATE RECORDS FOR EACH ELEMENT.	X	-
4. VERIFY PLACEMENT LOCATIONS AND PLUMBNESS, CONTRA TYPE AND SIZE OF HAMMER, RECORD NUMBER OF BLOWS PER FOOT OF PENETRATION, RECORD TIP AND BUTT ELEVATIONS AND DOCUMENT ANY DAMAGE TO FOUNDATION ELEMENT.	X	-
5. FOR STEEL ELEMENTS, PERFORM ADDITIONAL SPECIAL INSPECTIONS IN ACCORDANCE WITH SECTION 1705.3.	-	-
6. FOR CONCRETE ELEMENTS AND CONCRETE-FILLED ELEMENTS, PERFORM ADDITIONAL SPECIAL INSPECTIONS IN ACCORDANCE WITH SECTION 1705.3.	-	-
7. FOR SPECIAL ELEMENTS, PERFORM ADDITIONAL INSPECTIONS AS DETERMINED BY THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE.	-	-

TABLE 1705.8
REQUIRED SPECIAL INSPECTIONS AND TESTS OF CAST-IN-PLACE DEEP FOUNDATION ELEMENTS

TYPE	CONTINUOUS SPECIAL INSPECTION	PERIODIC SPECIAL INSPECTION
1. INSPECT DRILLING OPERATIONS AND MAINTAIN COMPLETE AND ACCURATE RECORDS FOR EACH ELEMENT.	X	-
2. VERIFY PLACEMENT LOCATIONS AND PLUMBNESS, CONTRA ELEMENT INTO BEDROCK (IF APPLICABLE), AND ADEQUATE END-BEARING STRAIN CAPACITY, RECORD CONCRETE OR GROUT VOLUMES.	X	-
3. FOR CONCRETE ELEMENTS, PERFORM TESTS AND ADDITIONAL SPECIAL INSPECTIONS IN ACCORDANCE WITH SECTION 1705.3.	-	-

TABLE 1705.6
REQUIRED SPECIAL INSPECTIONS AND TESTS OF BOLTS

TYPE	CONTINUOUS SPECIAL INSPECTION	PERIODIC SPECIAL INSPECTION
1. VERIFY MATERIALS BELOW SHALLOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY.	-	X
2. VERIFY DIMENSIONS ARE OBTAINED TO PROPER DEPTH AND MAKE RECORDED PROPER MATERIAL.	-	X
3. PERFORM CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIALS.	X	-
4. VERIFY USE OF PROPER MATERIALS, DENSITIES AND LIFT THICKNESSES DURING PLACEMENT AND COMPACTION OF COMPACTED FILL.	-	-
5. PRIOR TO PLACEMENT OF COMPACTED FILL, INSPECT SUBGRADE AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY.	-	X

STEEL SPECIAL INSPECTIONS
AS 310 - TABLE 106.4
INSPECTION TASKS PRIOR TO BOLTING

INSPECTION TASKS PRIOR TO BOLTING	QC	QA
MANUFACTURER'S CERTIFICATIONS AVAILABLE FOR FASTENER MATERIALS	0	0
FASTENERS MARKED IN ACCORDANCE WITH ASTM REQUIREMENTS	0	0
FASTENERS TESTED TO VERIFY TENSILE STRENGTH AND ELONGATION (GRADE, TENSILE LENGTH & THREADS ARE TO BE EXCLUDED FROM SKEWER PLANE)	0	0
PROPER BOLTING PROCEDURE SELECTED FOR JOINT DETAIL	0	0
FASTENERS ARE POSITIONED IN ACCORDANCE WITH DESIGN CONDITIONS AND WELD PENETRATION, IF SPECIFIED, MEET APPLICABLE REQUIREMENTS	0	0
PROPER STORAGE PROVIDED FOR BOLTS, NUTS, WASHERS AND OTHER FASTENER COMPONENTS	0	0

AS 310 - TABLE 106.2
INSPECTION TASKS DURING BOLTING

INSPECTION TASKS DURING BOLTING	QC	QA
FASTENER ASSEMBLIES OF SUITABLE CONDITION, PLACED IN ALL HOLES AND WASHERS (IF REQUIRED) ARE POSITIONED AS REQUIRED	0	0
JOINT BROUGHT TO THE SNUG-TIGHT CONDITION PRIOR TO THE PRETENSIONING OPERATION	0	0
FASTENER COMPONENT NOT TURNED BY THE WRENCH PREVENTED FROM ROTATING	0	0
FASTENERS ARE PRETENSIONED IN ACCORDANCE WITH WRENCH PREVENTION, PROGRESSING SYSTEMATICALLY FROM THE MOST RIGID POINT TOWARD THE FREE ENDS	0	0

AS 310 - TABLE 106.3
INSPECTION TASKS AFTER BOLTING

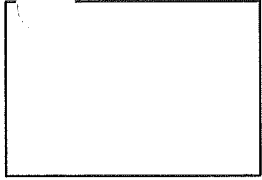
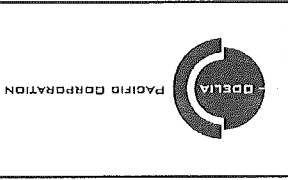
INSPECTION TASKS AFTER BOLTING	QC	QA	P
DOCUMENT ACCEPTANCE OR REJECTION OF BOLTED CONNECTIONS	0	0	0

QC = QUALITY CONTROL TASKS TO BE PERFORMED BY STEEL FABRICATOR OR ERECTOR.
QA = QUALITY ASSURANCE TASKS TO BE PERFORMED BY A SPECIAL INSPECTION AGENCY OR INDIVIDUALS QUALIFIED UNDER THE PROVISIONS OF RCW 18.01.010 SUBSECTION 1.
P = OPERATIONS NEED NOT BE OBTAINED ON A RANDOM BASIS. OPERATIONS NEED NOT BE OBTAINED THESE INSPECTIONS.
P = PERFORM THESE TASKS FOR EACH BOLTED CONNECTION.

AS 1004
STRUCTURAL OBSERVATIONS

STRUCTURAL OBSERVATIONS	STRUCTURE IS CLASSIFIED AS RISK CATEGORY I.	STRUCTURE IS CLASSIFIED AS RISK CATEGORY II.
STRUCTURAL OBSERVATIONS FOR WIND REQUIREMENTS	0	0

SPECIAL INSPECTIONS:
SPECIAL INSPECTIONS IN ACCORDANCE WITH RCW 18.01 AND RCW 18.02 SHALL BE PERFORMED AS REQUIRED BY A QUALIFIED TESTING AGENCY. THE ARCHITECT, ENGINEER OR REGISTERED DESIGN PROFESSIONAL SHALL REVIEW THE ARCHITECT, ENGINEER OR REGISTERED DESIGN PROFESSIONAL'S RECORD, AND BUILDING DEPARTMENT SHALL RECEIVE COPIES OF ALL INSPECTION AND TEST RESULTS. REFER TO DOCUMENTS FOR SPECIFIC INFORMATION.



LDC
 Licensed Professional
 Land Surveyor
 State of Washington
 License No. 10000
 2025 10th Avenue NW
 Everett, WA 98203
 Phone: 425.255.1100
 Fax: 425.255.1101
 www.ldcgroup.com

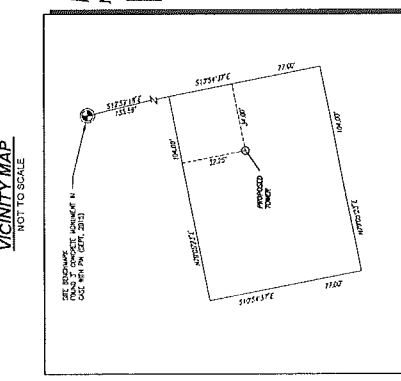
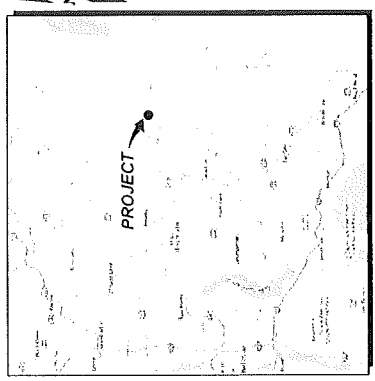
DATE: 8-15-18
 DRAWN BY: LUT
 CHECKED BY: MRL
 REVISIONS:
 1. SHEET LAYOUT
 2. TYPING
 3. TYPING



SITE
 PSERN
 SWAN
 NE NORTH FORK ROAD
 DUVALL, WA

SHEET TITLE
 CIVIL SURVEY

SHEET NUMBER
 SV-1.0



LEASE AREA DETAIL
 SCALE: 1" = 50'

PROJECT INFORMATION
 SITE NAME: PSERN - SWAN
 OWNER: PSERN - SWAN
 DESIGNER: LDC
 DATE: 8-15-18
 PROJECT NO.: 2020038-2004
 SHEET NO.: 1 OF 1
 SCALE: 1" = 50'

BOUNDARY DETAIL
 SCALE: 1" = 1000'

TREE TABLE

NO.	SP. HGT.	DBH	SPECIES
1	12	4.5	SP.
2	15	5.5	SP.
3	18	6.5	SP.
4	21	7.5	SP.
5	24	8.5	SP.
6	27	9.5	SP.
7	30	10.5	SP.
8	33	11.5	SP.
9	36	12.5	SP.
10	39	13.5	SP.
11	42	14.5	SP.
12	45	15.5	SP.
13	48	16.5	SP.
14	51	17.5	SP.
15	54	18.5	SP.
16	57	19.5	SP.
17	60	20.5	SP.
18	63	21.5	SP.
19	66	22.5	SP.
20	69	23.5	SP.
21	72	24.5	SP.
22	75	25.5	SP.
23	78	26.5	SP.
24	81	27.5	SP.
25	84	28.5	SP.
26	87	29.5	SP.
27	90	30.5	SP.
28	93	31.5	SP.
29	96	32.5	SP.
30	99	33.5	SP.
31	102	34.5	SP.
32	105	35.5	SP.
33	108	36.5	SP.
34	111	37.5	SP.
35	114	38.5	SP.
36	117	39.5	SP.
37	120	40.5	SP.
38	123	41.5	SP.
39	126	42.5	SP.
40	129	43.5	SP.
41	132	44.5	SP.
42	135	45.5	SP.
43	138	46.5	SP.
44	141	47.5	SP.
45	144	48.5	SP.
46	147	49.5	SP.
47	150	50.5	SP.
48	153	51.5	SP.
49	156	52.5	SP.
50	159	53.5	SP.
51	162	54.5	SP.
52	165	55.5	SP.
53	168	56.5	SP.
54	171	57.5	SP.
55	174	58.5	SP.
56	177	59.5	SP.
57	180	60.5	SP.
58	183	61.5	SP.
59	186	62.5	SP.
60	189	63.5	SP.
61	192	64.5	SP.
62	195	65.5	SP.
63	198	66.5	SP.
64	201	67.5	SP.
65	204	68.5	SP.
66	207	69.5	SP.
67	210	70.5	SP.
68	213	71.5	SP.
69	216	72.5	SP.
70	219	73.5	SP.
71	222	74.5	SP.
72	225	75.5	SP.
73	228	76.5	SP.
74	231	77.5	SP.
75	234	78.5	SP.
76	237	79.5	SP.
77	240	80.5	SP.
78	243	81.5	SP.
79	246	82.5	SP.
80	249	83.5	SP.
81	252	84.5	SP.
82	255	85.5	SP.
83	258	86.5	SP.
84	261	87.5	SP.
85	264	88.5	SP.
86	267	89.5	SP.
87	270	90.5	SP.
88	273	91.5	SP.
89	276	92.5	SP.
90	279	93.5	SP.
91	282	94.5	SP.
92	285	95.5	SP.
93	288	96.5	SP.
94	291	97.5	SP.
95	294	98.5	SP.
96	297	99.5	SP.
97	300	100.5	SP.
98	303	101.5	SP.
99	306	102.5	SP.
100	309	103.5	SP.

PSERN - SWAN
 SW 1/4, SEC. 28, T.26 N., R.8 E., W.1M.
 KING COUNTY, WASHINGTON

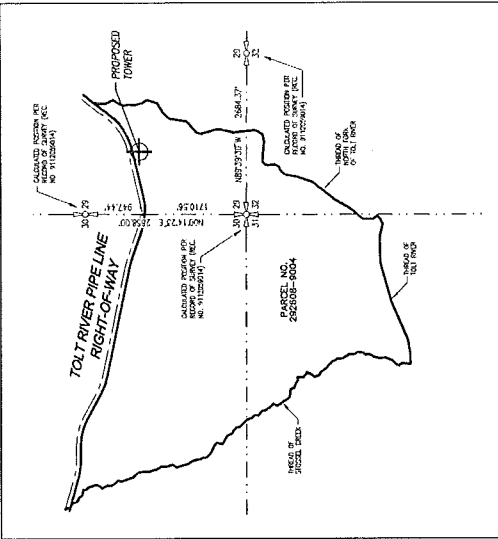
LEASE AREA DESCRIPTION
 THIS LEASE AREA IS A PORTION OF THE PSERN - SWAN TRACT, AS SHOWN ON THE PLAT OF THE PSERN - SWAN TRACT, FILED FOR RECORD IN KING COUNTY, WASHINGTON, ON 08/15/18.

ACCESS & UTILITY EASEMENT DESCRIPTION
 AS SET FORTH IN THE NOTES TO THIS PLAN.

SURVEYOR'S NOTES
 1. THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE SURVEYING ACTS OF 1909 AND 1941.
 2. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACTS OF 1909 AND 1941.
 3. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACTS OF 1909 AND 1941.

UTILITY NOTE
 THE SURVEYOR HAS CONDUCTED VISUAL INSPECTIONS OF THE PROPOSED PROJECT AREA AND HAS OBSERVED THE EXISTENCE OF UTILITIES IN THE AREA. THE SURVEYOR HAS NOT CONDUCTED ANY TESTS OR INVESTIGATIONS TO DETERMINE THE DEPTH OR LOCATION OF THESE UTILITIES. THE SURVEYOR HAS NOT CONDUCTED ANY TESTS OR INVESTIGATIONS TO DETERMINE THE DEPTH OR LOCATION OF THESE UTILITIES.

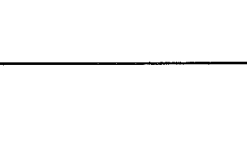
BOUNDARY DISCLAIMER
 THE SURVEYOR HAS CONDUCTED VISUAL INSPECTIONS OF THE PROPOSED PROJECT AREA AND HAS OBSERVED THE EXISTENCE OF UTILITIES IN THE AREA. THE SURVEYOR HAS NOT CONDUCTED ANY TESTS OR INVESTIGATIONS TO DETERMINE THE DEPTH OR LOCATION OF THESE UTILITIES. THE SURVEYOR HAS NOT CONDUCTED ANY TESTS OR INVESTIGATIONS TO DETERMINE THE DEPTH OR LOCATION OF THESE UTILITIES.



BOUNDARY DETAIL
 SCALE: 1" = 1000'

TREE TABLE

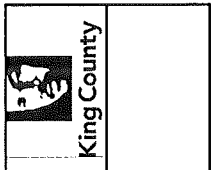
NO.	SP. HGT.	DBH	SPECIES
1	12	4.5	SP.
2	15	5.5	SP.
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19	66	22.5	SP.
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50	159	53.5	SP.
51	162	54.5	SP.
52	165	55.5	SP.
53	168	56.5	SP.
54	171	57.5	SP.
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67	210	70.5	SP.
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72	225	75.5	SP.
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74	231	77.5	SP.
75	234	78.5	SP.
76	237	79.5	SP.
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78	243	81.5	SP.
79	246	82.5	SP.
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90	279	93.5	SP.
91	282	94.5	SP.
92	285	95.5	SP.
93	288	96.5	SP.
94	291	97.5	SP.
95	294	98.5	SP.
96	297	99.5	SP.
97	300	100.5	SP.
98	303	101.5	SP.
99	306	102.5	SP.
100	309	103.5	SP.



TOLT RIVER PIPE LINE RIGHT-OF-WAY
 SCALE: 1" = 50'

TREE TABLE

NO.	SP. HGT.	DBH	SPECIES
1	12	4.5	SP.
2	15	5.5	SP.
3	18	6.5	SP.
4	21	7.5	SP.
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48	153	51.5	SP.
49	156	52.5	SP.
50	159	53.5	SP.
51	162	54.5	SP.
52	165	55.5	SP.
53	168	56.5	SP.
54	171	57.5	SP.
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93	288	96.5	SP.
94	291	97.5	SP.
95	294	98.5	SP.
96	297	99.5	SP.
97	300	100.5	SP.
98	303	101.5	SP.
99	306	102.5	SP.
100	309	103.5	SP.



SWAN
(NEW BUILD)
30025 NE NORTH FORK RD.
DUVALL, WA 98019

PACIFIC CORPORATION
5500 15th Ave. S.E. Box 200
Seattle, WA 98148
PHONE: (206) 465-3000
FAX: (206) 465-3000

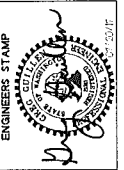
ENGINEERING
10000 1st Avenue S.E.
Edmonds, Washington 98020
PHONE: (425) 774-4500
FAX: (425) 774-0505

CS PROJECT# 15015.817

PROJECT MANAGER	90
PREPARED BY	ZSE
APPROVED BY	JPI

REV	DATE	DESCRIPTION
1		ISSUED FOR PERMIT
2		ISSUED FOR PERMIT
3		ISSUED FOR PERMIT

PLAN REVIEWERS SIGNATURE



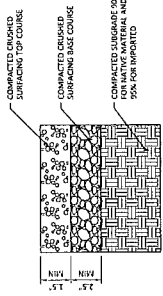
SHEET NAME
GRADING AND DRAINAGE PLAN

SHEET NUMBER
C3.1

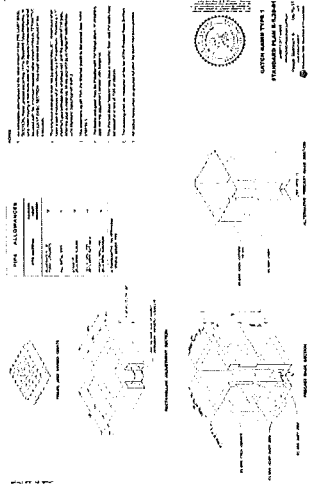
FLOW CONTROL INSTRUCTIONS: ANY TRENCH SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION C3.2.3 OF THE PERFORMANCE STANDARD PER SECTION C3.2.3 OF THE 2016 KING COUNTY SURFACE WATER DESIGN MANUAL.

GRADING QUANTITIES	
TOTAL EXCAVATION (CUYD)	15.00 YDS TOTAL
EMBANKMENT (CUYD)	0.00 YDS
TOTAL CUT AND FILL (CUYD)	15.00 YDS

NOTE: QUANTITIES SHOWN ABOVE ARE FOR THE EXACT PROPOSED GRADING. ONLY THESE VALUES ARE APPROXIMATE. DO NOT USE FOR BIDDING, PAYMENT, OR ESTIMATING PURPOSES.

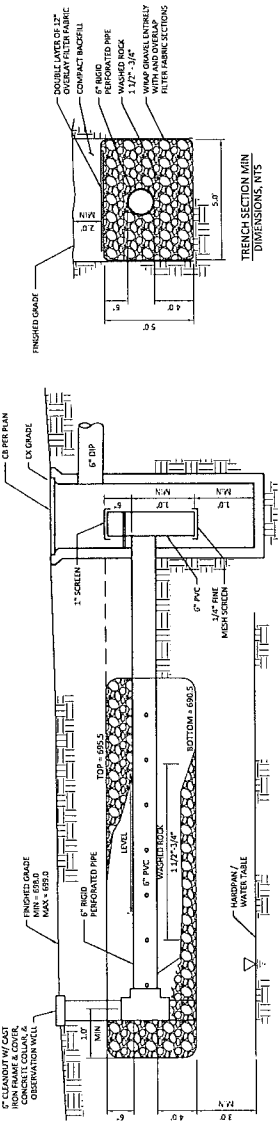
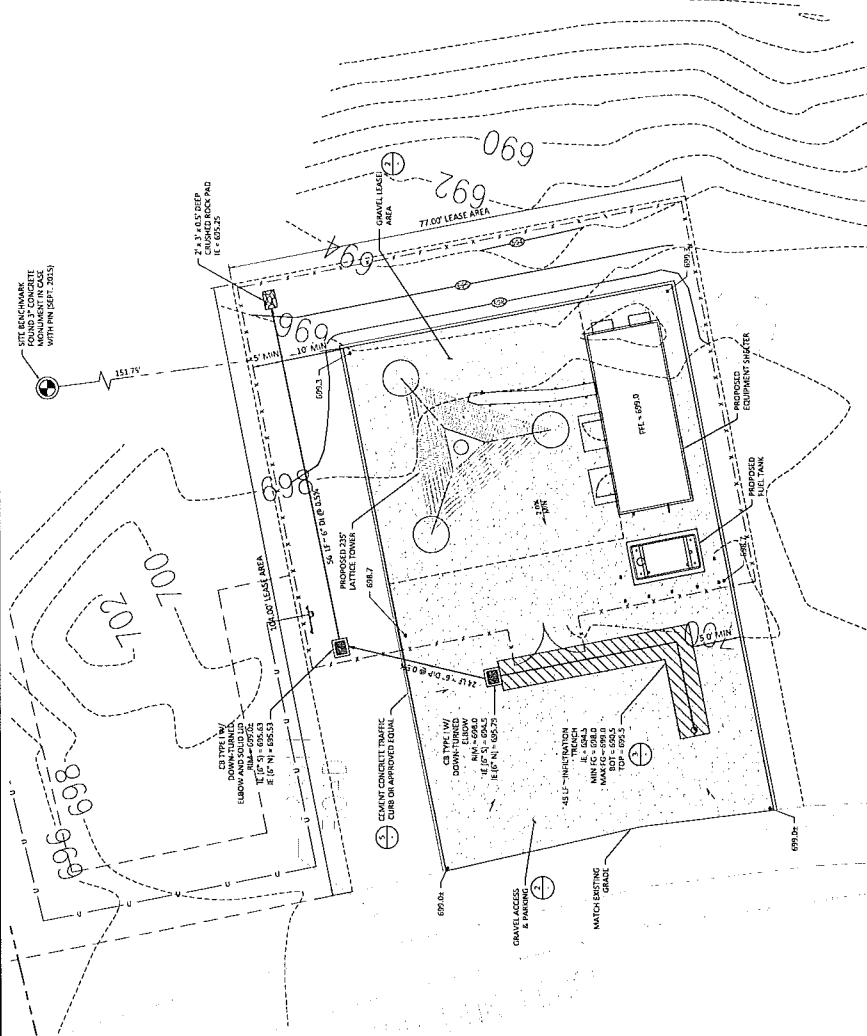


2 GRAVEL PAVING DETAIL
SCALE: NTS



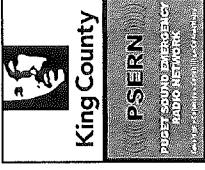
4 WSDOT STANDARD DETAIL
SCALE: NTS

1 GRADING AND DRAINAGE PLAN
SCALE: 1" = 30'



3 INFILTRATION TRENCH
SCALE: NTS

5 WSDOT STANDARD DETAIL
SCALE: NTS



SWAN
NEW BUILD)
38025 NE NORTH FORK RD.
DUVALL, WA 98019

CAMP+
5500 8TH AVE. S. SUITE 202
SEATTLE, WA 98148
WWW.CAMP4.COM

CAMP+
5500 8TH AVE. S. SUITE 202
SEATTLE, WA 98148
WWW.CAMP4.COM

PROJECT MANAGER: EC
PREPARED BY: AD/CAI
APPROVED BY:
A. [Signature]
A. [Signature]
A. [Signature]
A. [Signature]

PLAN REVIEWERS SIGNATURE

ARCHITECTS STAMP
REGISTERED ARCHITECT
PULLMAN, WA
STATE OF WASHINGTON

SHEET NAME
OVERALL
PROPOSED
SITE PLAN

SHEET NUMBER
A-1.0

PARCEL SIZE: 457.3 ACRES (170,009')
NEW IMPERVIOUS: 4,931 SQ. FT. (0.025%)
REPLACED IMPERVIOUS: 0.00 SQ. FT. (0.00%)
NEW PLUS REPLACED IMPERVIOUS: 4,931 SQ. FT. (0.025%)

BEFORE WORK CAN COMMENCE A MANDATORY PRE-CONSTRUCTION MEETING SHALL BE HELD. THE REQUIRED ATTENDEES SHALL INCLUDE:
- PSE&N CONSTRUCTION MANAGER
- PSE&N PUBLIC UTILITIES REPRESENTATIVE
- SEATTLE CITY LIGHT REPRESENTATIVE



TREES TO BE REMOVED

NUMBER	TRUNK DIAMETER	TYPE	HEIGHT	QTY.	NUMBER	DIAMETER	TYPE	HEIGHT	QTY.
1	10"	ALDER	30'	1	13	4"	ALDER	35'	1
2	8"	ALDER	40'	1	14	10"	ALDER	40'	1
3	8"	ALDER	45'	1	15	8"	MAPLE	40'	1
4	6"	ALDER	30'	1	16	4"	ALDER	35'	1
5	12"	FR	45'	1	17	4"	ALDER	35'	1
6	10"	ALDER	35'	1	18	12"	MAPLE	45'	1
7	10"	ALDER	30'	1	19	8"	MAPLE	45'	1
8	10"	ALDER	35'	1	20	4"	MAPLE	30'	1
9	10"	ALDER	35'	1	21	12"	MAPLE	40'	1
10	12"	ALDER	45'	1	22	12"	ALDER	40'	1
11	12"	ALDER	40'	1	23	12"	ALDER	30'	1
12	12"	MAPLE	45'	1	24	8"	ALDER	15'	1

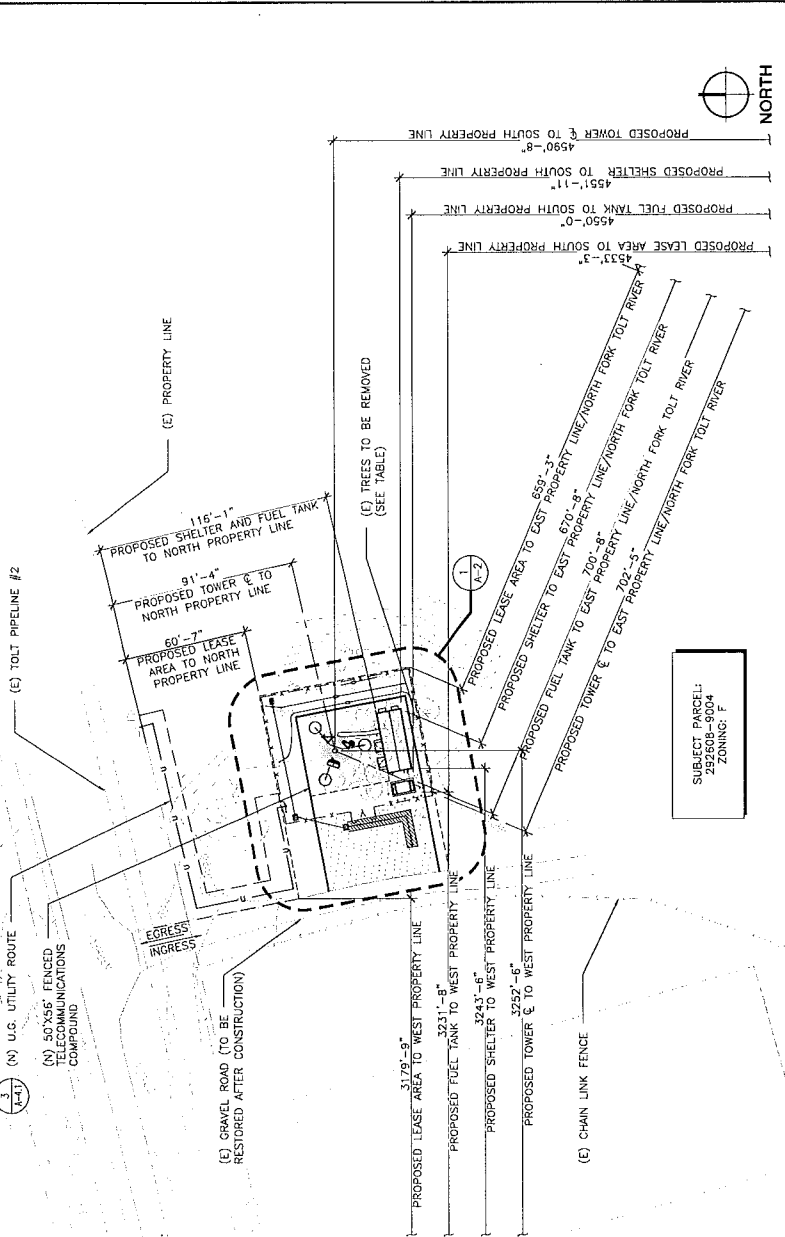
TOTAL TREES TO BE REMOVED: 24

2 TREE REMOVAL PLAN
SCALE: 1/8" = 1'-0" (22x34), 1/32" = 1'-0" (18x17)

1 OVERALL PROPOSED SITE PLAN
SCALE: 1" = 80'-0" (22x34), 1" = 80'-0" (18x17)

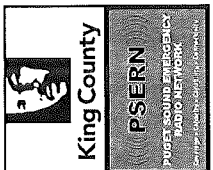


NORTH



PARCEL: 292608-9002
ZONING: F

SUBJECT PARCEL: 292608-9004
ZONING: F

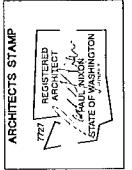


SWAN
(NEW BUILD)
38028 NE NORTH FORK RD.
DUVALL, WA 98019



PROJECT MANAGER: EIC
PREPARED BY: AD/JAT
APPROVED BY: PN

PLAN REVIEWERS SIGNATURE



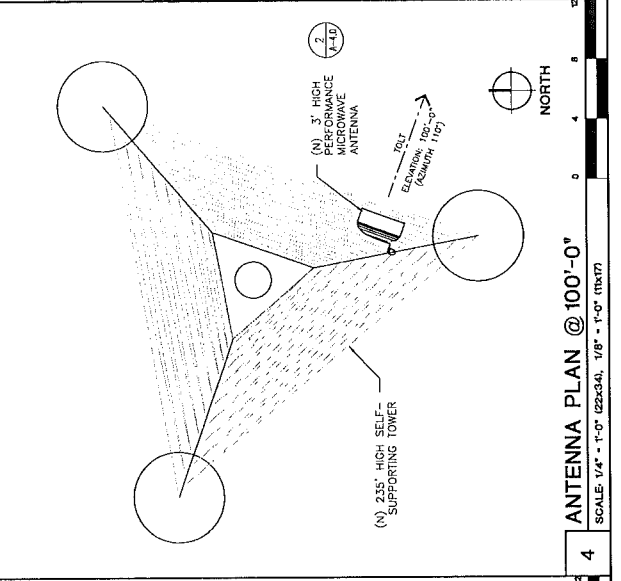
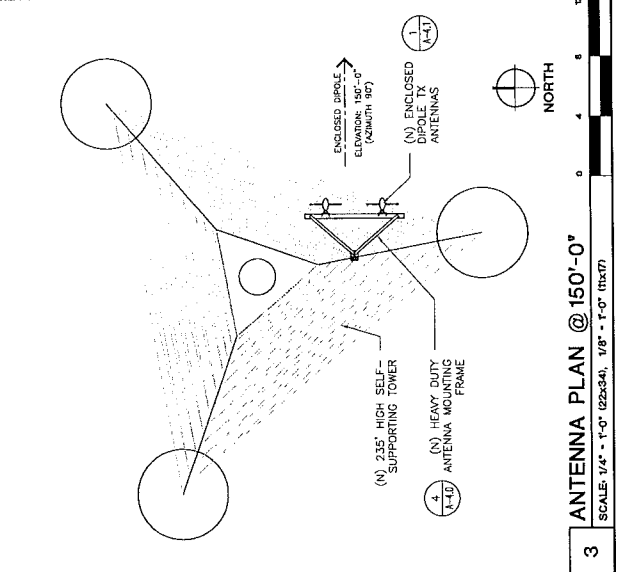
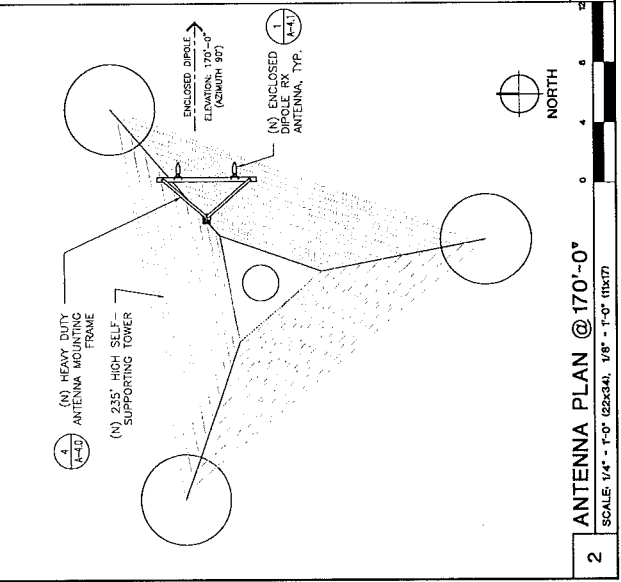
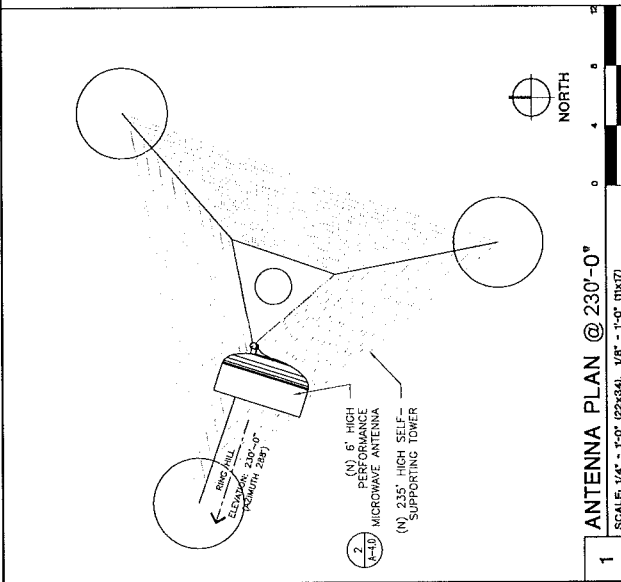
SHEET NAME
ANTENNA PLAN

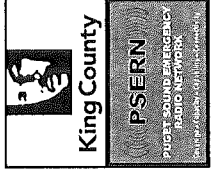
SHEET NUMBER
A-2

ANTENNA / COAX SCHEDULE				
BAO CENTER	PATH	MONITORING HEIGHT	AZIMUTH	DESCRIPTION
230'-0"	BISS HILL	230'	208°	6' HIGH PERFORMANCE MICROWAVE ANTENNA
100'-0"	TOLT	110'	110°	3' HIGH PERFORMANCE MICROWAVE ANTENNA
		170'-0"	90°	16'-0" ENCLOSED DIPOLE TX ANTENNAS
		155'-0"	90°	4'-5" ENCLOSED DIPOLE TX ANTENNA

NOTE:
PROVIDE (1) DUAL DIVERSITY TOWER TOP AMPLIFIER SYSTEM.
SYSTEM SHALL INCLUDE (1) DUAL DIVERSITY TOWER TOP AMPLIFIER (T/A).
(4) 7/8" COAXIAL CABLES (2 LINES ARE JUMPERS FROM THE T/A TO ANTENNAS).
(1) 1/2" COAXIAL CABLE (T/A-TO-SUB).

- GENERAL NOTES**
- VERIFY EACH COAXIAL CABLE LENGTH, DIAMETER, ROUTING, AND ALL MOUNTING APPURTENANCES WITH OWNER PRIOR TO ORDER.
 - THE MAXIMUM COAXIAL CABLE LENGTH HAS BEEN ESTIMATED IN THE TABLE ABOVE. THIS CABLE LENGTH IS APPROXIMATE AND IS TO BE USED FOR CONSTRUCTION. ACTUAL ANTENNA CABLE LENGTHS MAY VARY FROM ESTIMATED MAXIMUM LENGTH AND MUST BE VERIFIED.
 - TAG ALL MAIN CABLES AT THREE (3) LOCATIONS:
A - MAINLINE
B - WAVEGUIDE ENTRY PORT
C - EQUIPMENT CABINET
 - EACH COAX SHALL BE GROUNDING AT (3) THREE LOCATIONS: ANTENNA, TOWER BASE AND BUILDING ENTRY PORT.





SWAN
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38025 NE NORTH FORK RD.
DUVALL, WA 98019

Pacific Communications
5000 1st Avenue, Suite 202
Seattle, WA 98105
PH: (206) 461-1000
WWW.PACCOM.COM

CAMP+
ASSOCIATES
10000 1st Avenue, Suite 100
Everett, WA 98203
PH: (425) 744-0000
WWW.CAMPASSOCIATES.COM

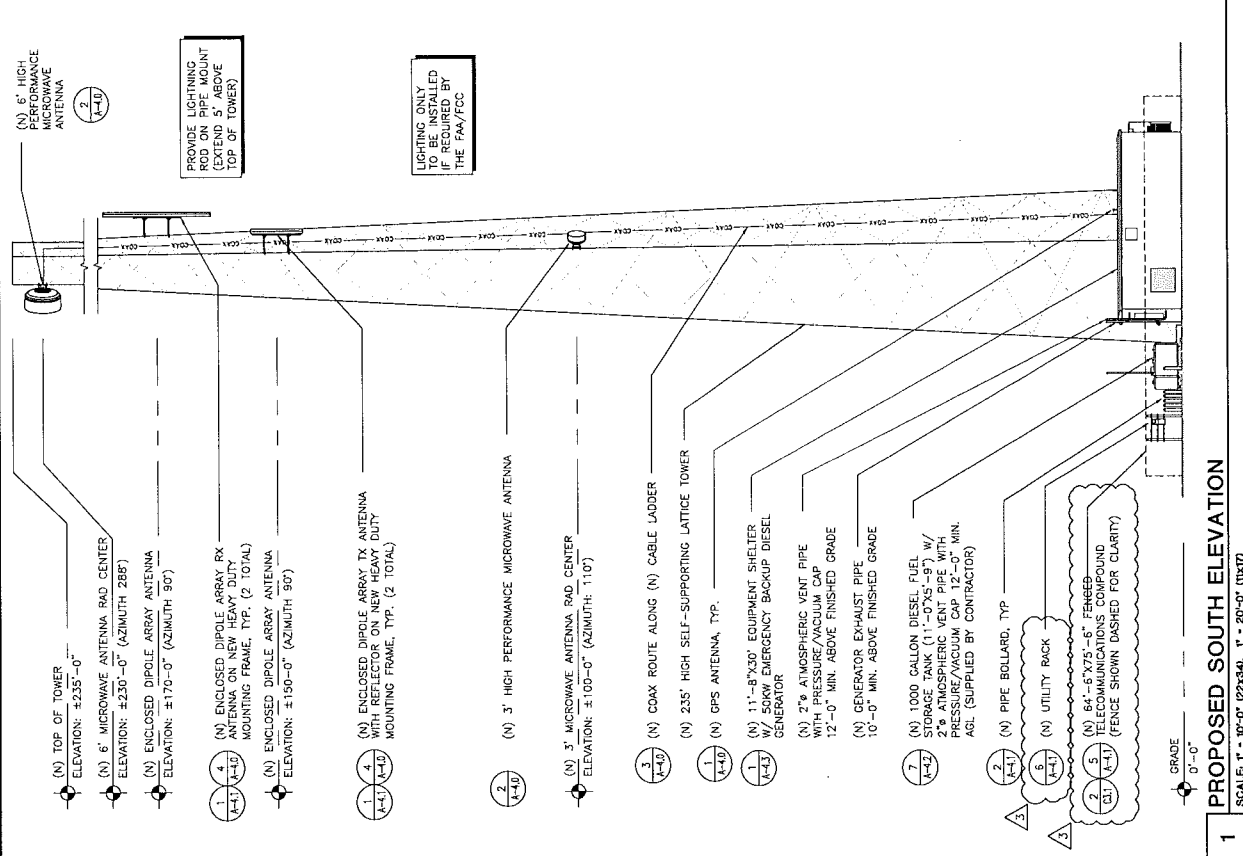
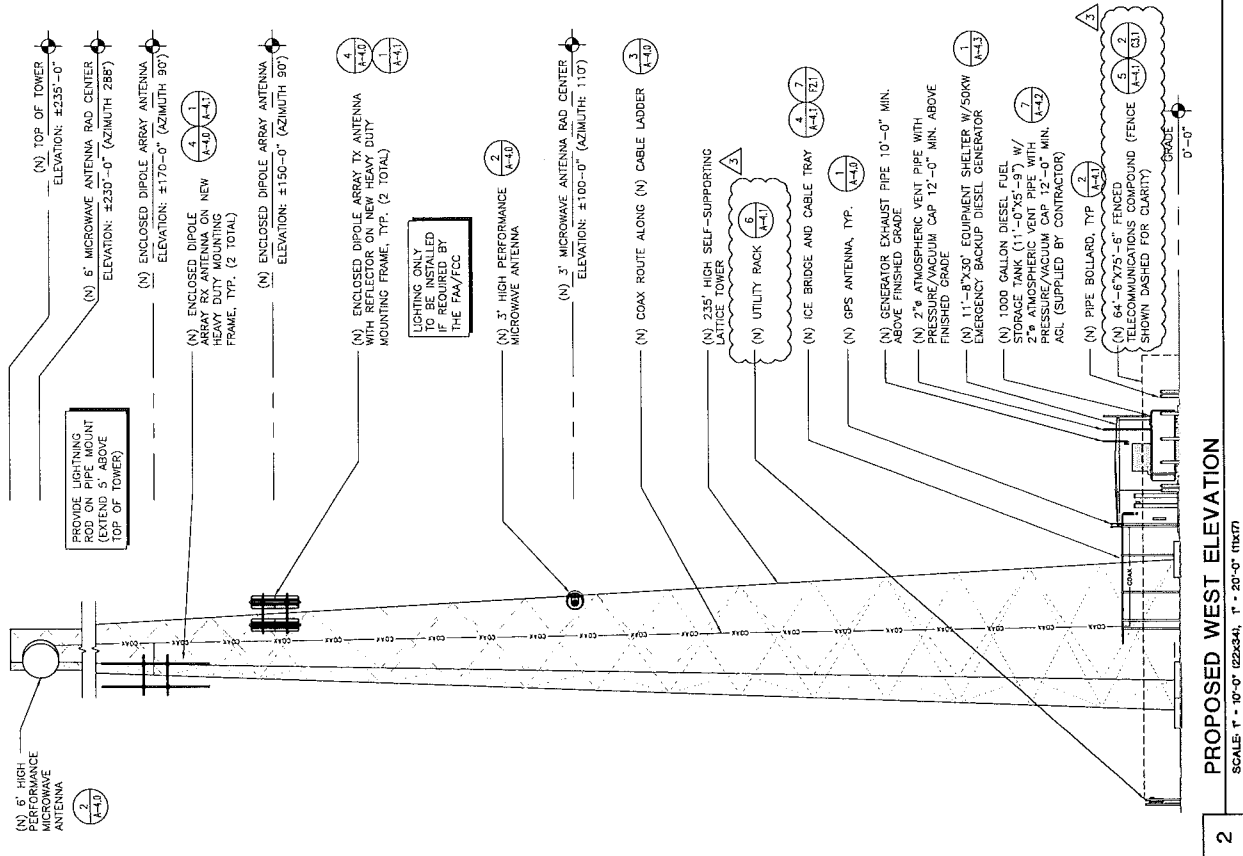
PROJECT MANAGER: C/C
PREPARED BY: A/D/EAT
APPROVED BY: P/N

PLAN REVIEWERS SIGNATURE

ARCHITECTS STAMP
REGISTERED ARCHITECT
STATE OF WASHINGTON

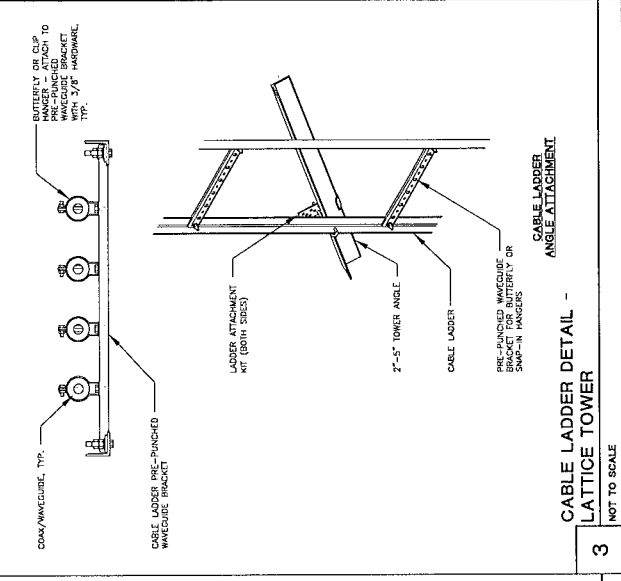
SHEET NAME
PROPOSED ELEVATIONS

SHEET NUMBER
A-3

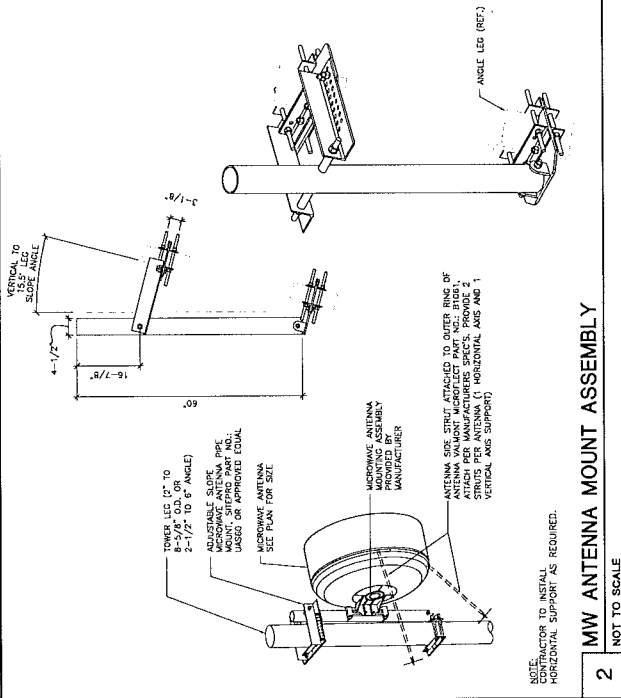


2

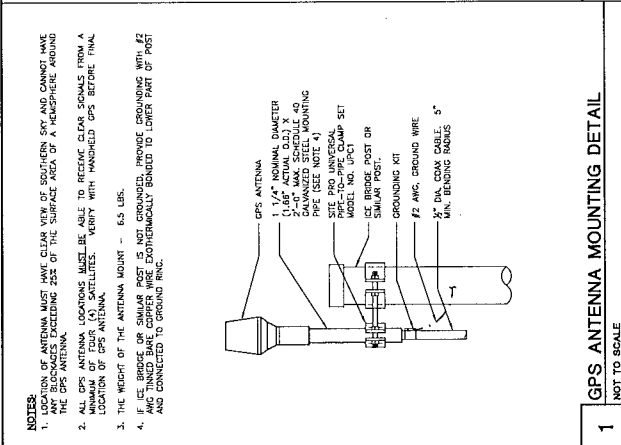
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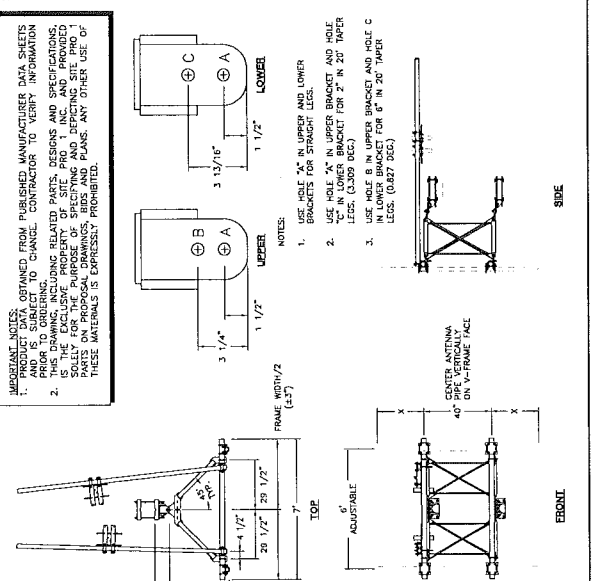
CABLE LADDER DETAIL - LATTICE TOWER
 NOT TO SCALE



MW ANTENNA MOUNT ASSEMBLY
 NOT TO SCALE

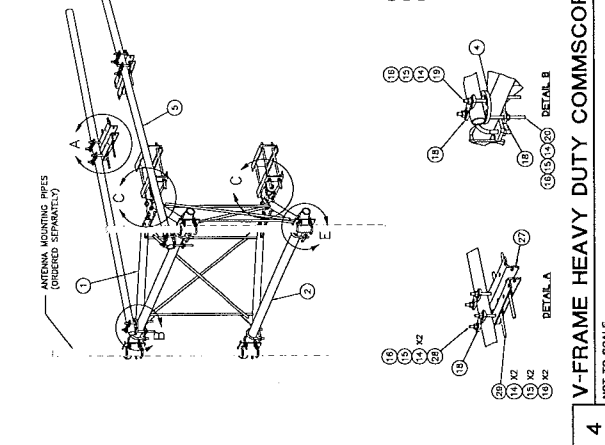


GPS ANTENNA MOUNTING DETAIL
 NOT TO SCALE

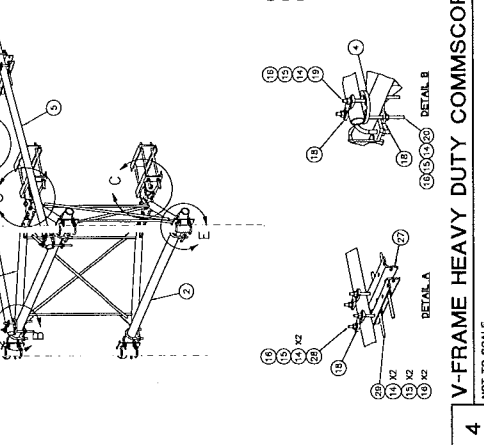
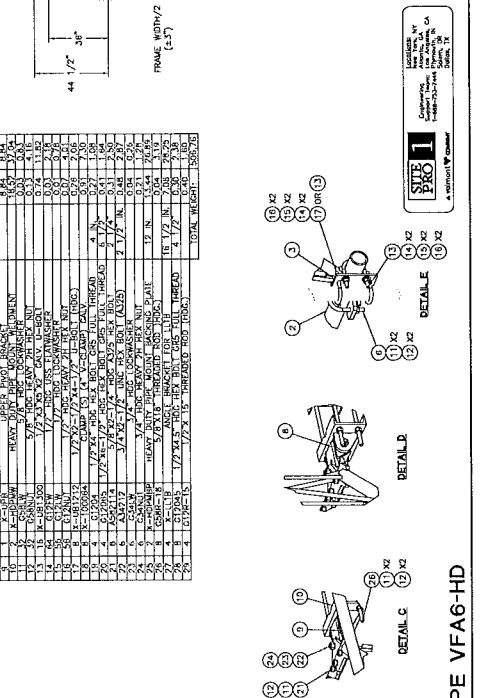
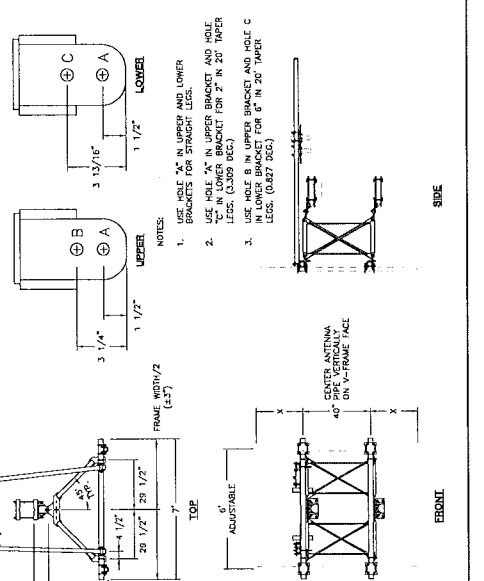


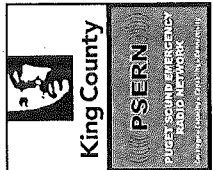
V-FRAME HEAVY DUTY COMMSCOPE VFA6-HD
 NOT TO SCALE

ITEM	QTY	PART NO.	DESCRIPTION	UNIT	NET WT
1	2	X-3034	7-1/2\"/>		



IMPORTANT NOTES:
 1. ALL MATERIALS OBTAINED FROM PUBLISHED MANUFACTURER DATA SHEETS AND IS SUBJECT TO CHANGE. CONTRACTOR TO VERIFY INFORMATION FROM DRAWINGS INCLUDING RELATED PARTS, DESIGNS AND SPECIFICATIONS.
 2. THIS IS THE EXCLUSIVE PROPERTY OF SITE PRO, INC. AND PROVIDED FOR THE EXCLUSIVE USE OF THE PROJECT. ANY REUSE OF THESE MATERIALS OR PARTS ON PROPOSAL DRAWINGS, BIDS AND PLANS, ANY OTHER USE OF THESE MATERIALS IS EXPRESSLY PROHIBITED.





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3808 NE NORTH FORK RD.
DUWALL WA 98019



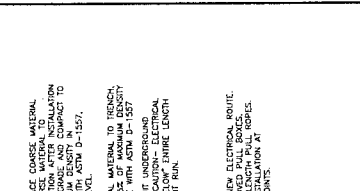
PROJECT MANAGER, ETC
PREPARED BY: A07/GAT
APPROVED BY: PN

DATE: 07/21/17
DATE: 07/21/17
DATE: 07/21/17
DATE: 07/21/17

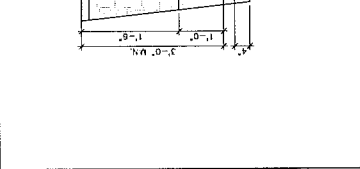
ARCHITECTS STAMP
REGISTERED ARCHITECT
DATE OF EXPIRATION

SHEET NAME
DETAILS

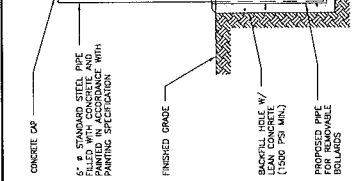
SHEET NUMBER
A-4.1



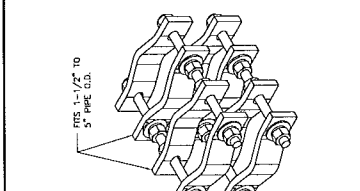
REMOVE EXCESS BACKFILL MATERIAL AND BACKFILL EXCESS MATERIAL TO ORIGINAL CONDITION AFTER INSTALLATION OF PIPE. EXCESS MATERIAL SHALL BE OF MAXIMUM DENSITY IN ACCORDANCE WITH ACT 5-1557.
RETURN ORIGINAL MATERIAL TO TRENCH IN ACCORDANCE WITH ACT 5-1557 COMPACT TO 95% OF MAXIMUM DENSITY. EXCESS MATERIAL SHALL BE OF MAXIMUM DENSITY IN ACCORDANCE WITH ACT 5-1557.
CONDUIT FOR NEW ELECTRICAL ROUTE. PROVIDE FULL LENGTH TALL ROOF. CONDUIT SHALL BE INSTALLED AT 12" BELOW FINISHED GRADE.



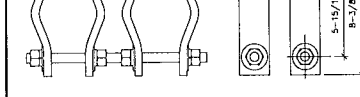
UTILITY TRENCH DETAIL
NOT TO SCALE



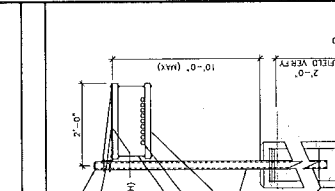
BOLLARD DETAIL
NOT TO SCALE



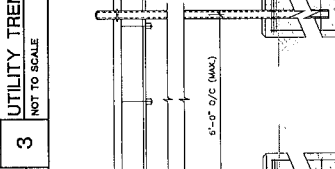
SITE PRO DCPI2K PIPE TO PIPE CLAMP SET
NOT TO SCALE



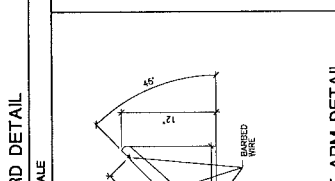
BARBED WIRE ARM DETAIL
SCALE: 1/2" = 1'-0"



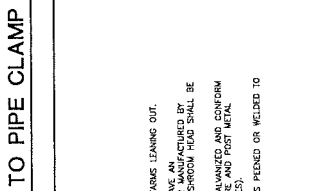
ICE BRIDGE DETAIL
NOT TO SCALE



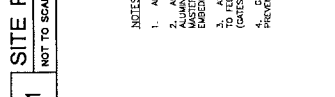
UTILITY RACK DETAIL
NOT TO SCALE



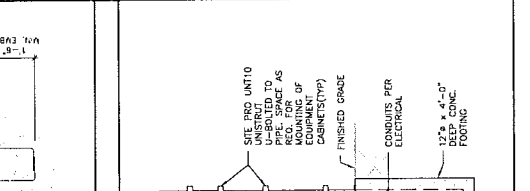
FENCE AND FENCE POST DETAIL
NOT TO SCALE



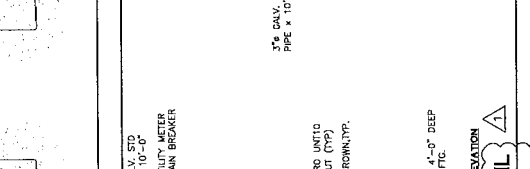
BOLLARD DETAIL
NOT TO SCALE



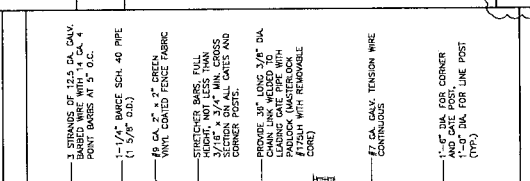
BARBED WIRE ARM DETAIL
SCALE: 1/2" = 1'-0"



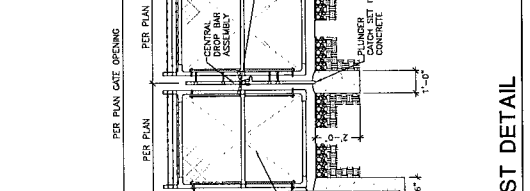
UTILITY TRENCH DETAIL
NOT TO SCALE



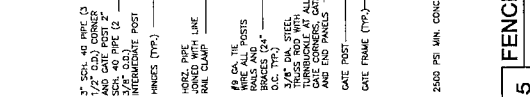
ICE BRIDGE DETAIL
NOT TO SCALE



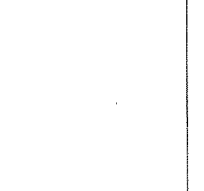
UTILITY RACK DETAIL
NOT TO SCALE



FENCE AND FENCE POST DETAIL
NOT TO SCALE



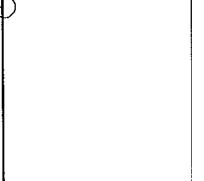
BOLLARD DETAIL
NOT TO SCALE



UTILITY TRENCH DETAIL
NOT TO SCALE



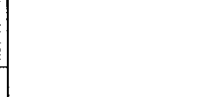
ICE BRIDGE DETAIL
NOT TO SCALE



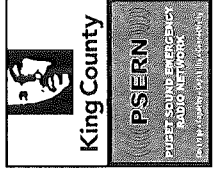
UTILITY RACK DETAIL
NOT TO SCALE



FENCE AND FENCE POST DETAIL
NOT TO SCALE



BOLLARD DETAIL
NOT TO SCALE



SWAN
(NEW BUILD)
38025 NE NORTH FORK RD.
DUWALL, WA 98019

PACIFIC CORPORATION
505 5TH AVENUE, SUITE 302
PHOENIX, AZ 85012
PHONE: (602) 438-0000
WWW.PACIFICCORP.COM

CAMP+
ASSOCIATES
1501 4TH AVE. W. SUITE 100
PHOENIX, AZ 85012
PHONE: (602) 438-0000
WWW.CAMPASSOCIATES.COM

PROJECT MANAGER, EIC
PREPARED BY, A/D/EA
APPROVED BY, PIN

DATE: 07/17/17
DRAWN: J. SMITH
CHECKED: J. SMITH
DATE: 07/17/17
DATE: 07/17/17

PLAN REVIEWERS SIGNATURE

ARCHITECT'S STAMP
REGISTERED ARCHITECT
STATE OF WASHINGTON

SHEET NAME
DETAILS

SHEET NUMBER
A-4.2

1
NOT USED

2
NOT USED

3
NOT USED

RF WARNING SIGN
NOT TO SCALE

NOTE: INSTALL PER MANUFACTURER SPECIFICATIONS AND FCC GUIDELINES

RF NOTICE SIGN
NOT TO SCALE

NOTE: INSTALL PER MANUFACTURER SPECIFICATIONS AND FCC GUIDELINES

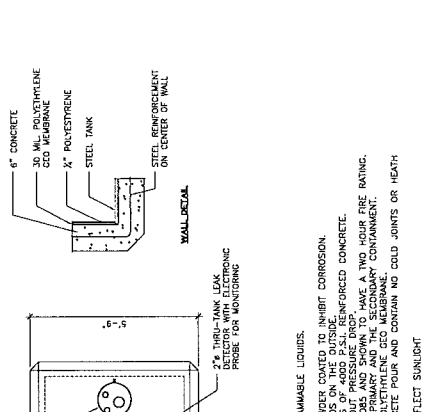
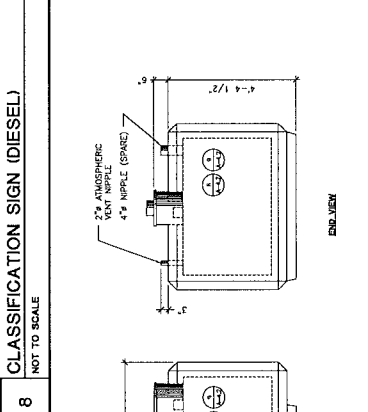
RF NOTICE SIGN
NOT TO SCALE

NOTICE
GUIDELINES FOR WORKING IN RADIO FREQUENCY ENVIRONMENTS

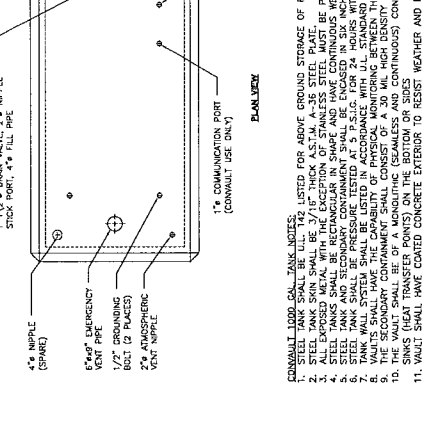
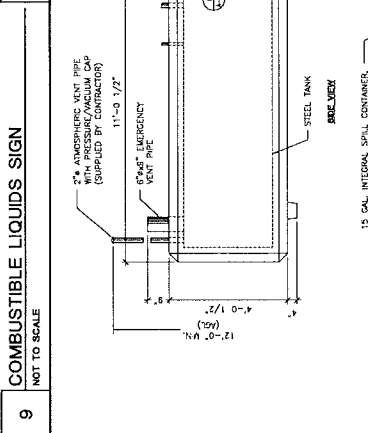
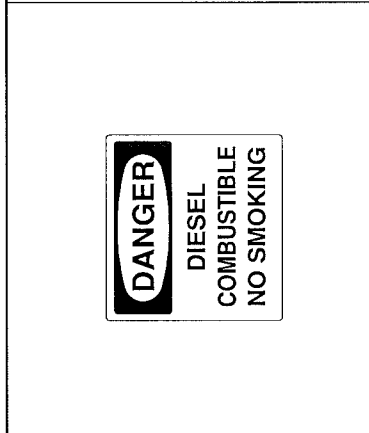
- All personnel should have electromagnetic safety (EMS) training.
- All personnel working in the site must be authorized.
- Obey all posted signs.
- Antennas at antenna sites are active.
- Before working on antennas, verify owners and double appropriate clearances.
- Maintain antennas 3 feet clearance from all antennas.
- Do not step in front of antennas.
- Use personal RF monitors while working near antennas.
- Never operate transmitter without double safety signal operator.
- Do not operate base station antennas in equipment racks.

6
NOT TO SCALE

HAZARDOUS MATERIAL CLASSIFICATION SIGN (DIESEL)
NOT TO SCALE



8
NOT TO SCALE



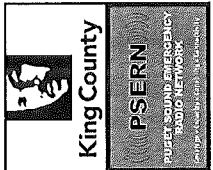
9
NOT TO SCALE

4
NOT TO SCALE

5
NOT TO SCALE

6
NOT TO SCALE

7
NOT TO SCALE



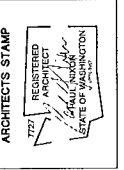
SWAN
(NEW BUILD)
3025 NE NORTH FORK RD.
DUVALL, WA 98019



CAMP+
ASSOCIATES
11000 15th Avenue SW
Burien, WA 98148
Phone (206) 740-0000
www.campplus.com

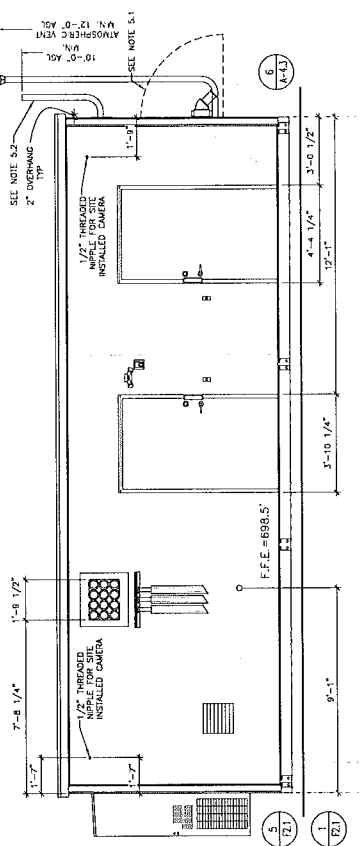
PROJECT MANAGER: EIC
PREPARED BY: ANJ/TAT
APPROVED BY: PN

PLAN REVIEWERS SIGNATURE

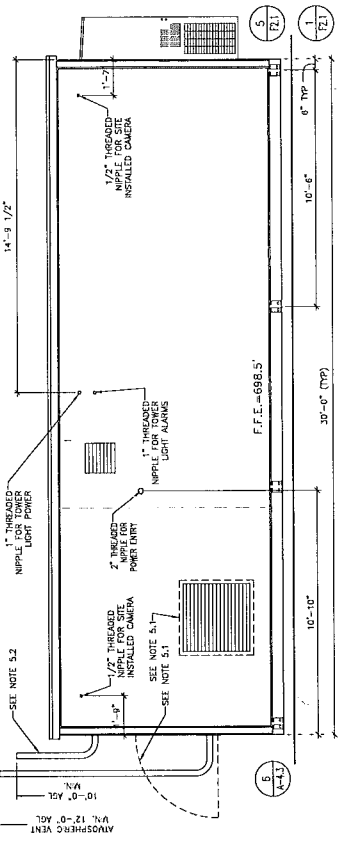


SHEET NAME
SHELTER PLAN
AND
ELEVATIONS

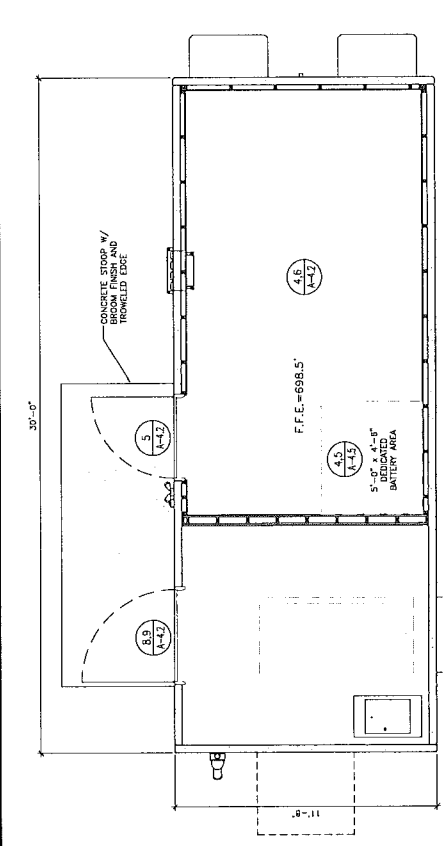
SHEET NUMBER
A-4.3



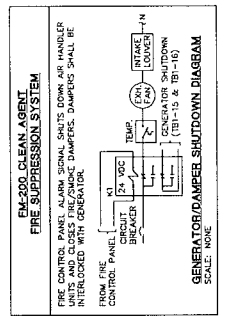
2 FRONT ELEVATION
SCALE 3/8" = 1'-0" (22x34) 3/16" = 1'-0" (11x17)



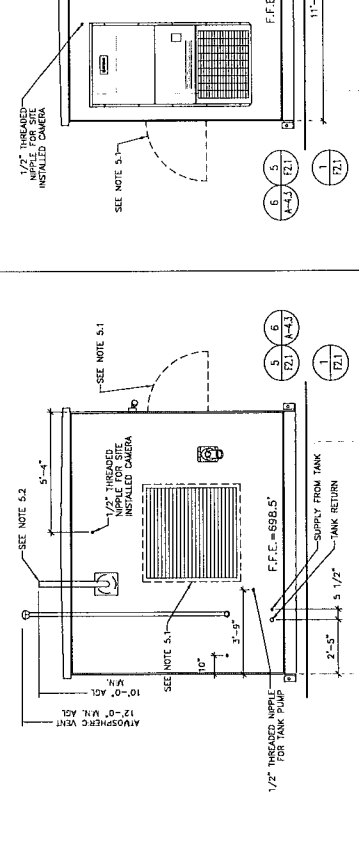
3 REAR ELEVATION
SCALE 3/8" = 1'-0" (22x34) 3/16" = 1'-0" (11x17)



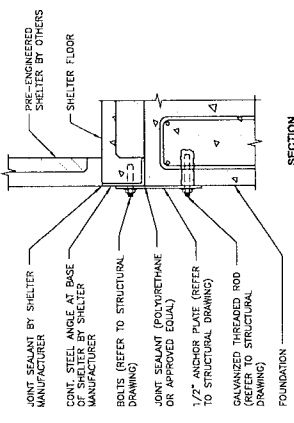
1 TYPICAL SHELTER PLAN VIEW
SCALE 3/8" = 1'-0" (22x34) 3/16" = 1'-0" (11x17)



5 RIGHT ELEVATION
SCALE 3/8" = 1'-0" (22x34) 3/16" = 1'-0" (11x17)

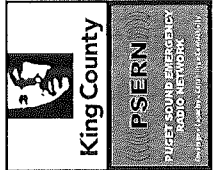


4 LEFT ELEVATION
SCALE 3/8" = 1'-0" (22x34) 3/16" = 1'-0" (11x17)

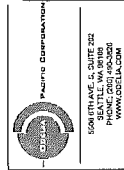


6 SHELTER ATTACHMENT
SCALE 3/8" = 1'-0" (22x34) 3/16" = 1'-0" (11x17)

NOTES:
1. ALL MATERIALS, FINISHES, COMPONENTS, ETC. (SEE 1.1).
2. STOP DRAWING PRIOR TO ANY CONSTRUCTION WORK OR COORDINATION.
3. SHELTER ANCHORS TO FOUNDATION. FOUNDATION DETAIL AND FOR BUILDING TO BE PROVIDED BY ARCHITECT.
4. BUILDING TO BE PROVIDED BY ARCHITECT. SEE ALSO FOUNDING PLAN.
5. IN ORDER FOR THE GENERATOR TO MEET NOISE LIMIT CODE THE LINED INSTALLATION OF A LINED HOOD ON THE DISCHARGE AND EXHAUST STACK.
5.1. INSTALLATION OF A LINED HOOD ON THE DISCHARGE AND EXHAUST STACK.
5.2. INSTALLATION OF A CRITICAL GRADE MUFFLER ON THE EXHAUST STACK.
6. REFER TO ADDITIONAL REPORT PROVIDED BY SEA ACOUSTICS, LLP FOR MORE INFORMATION.
7. THIS FACTORY ASSEMBLED STRUCTURE HAS BEEN REVIEWED AND APPROVED FOR CONSTRUCTION. ALL DIMENSIONS AND MATERIALS ARE TO BE AS SHOWN (PLAN APPROVAL AT 11/23/2014). REFER TO COLD SEAL APPROVED PLANS FOR MORE DETAILED INFORMATION.



SWAN
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3825 NE NORTH FORK RD.
DUVALL, WA 98019

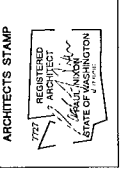


CAMP+
ASSOCIATES
1942 4TH AVE. W. SUITE 208
SEASIDE, WA 98148
PHONE: (206) 796-0022
WWW.CAMP+ASSOCIATES.COM

PROJECT MANAGER: EJC
PREPARED BY: AID/LAT
APPROVED BY: PN

DATE: 07/27/17
DRAWN: 07/27/17
CHECKED: 08/02/17
DATE: 08/02/17

PLAN REVIEWERS SIGNATURE

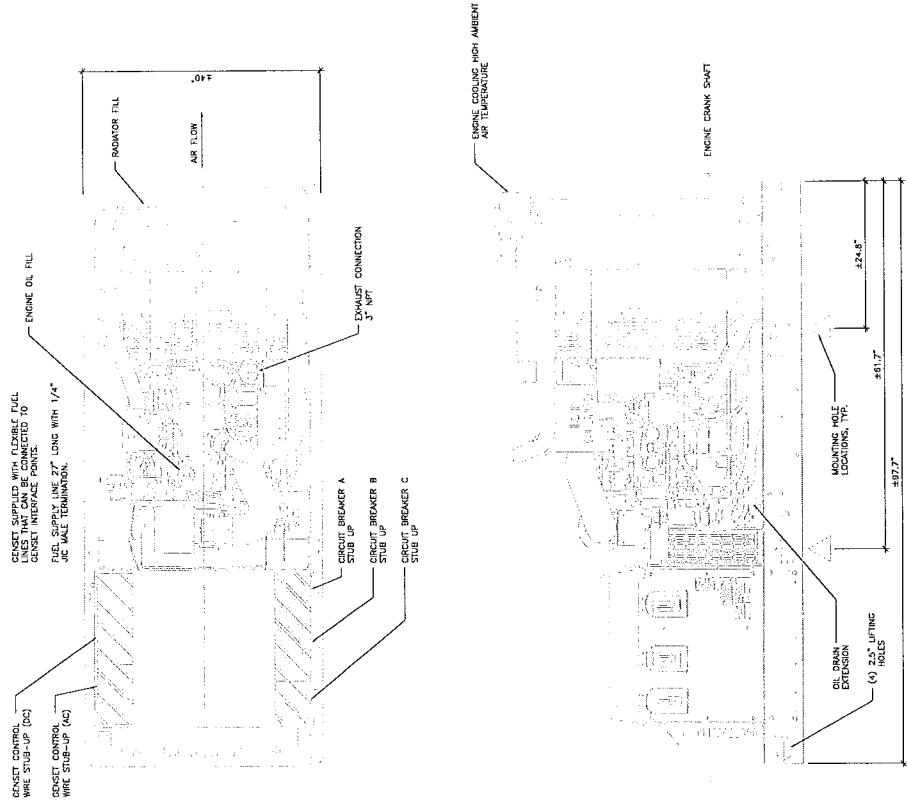
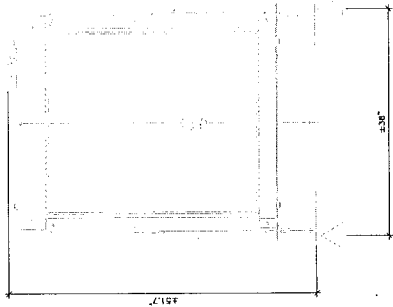


SHEET NAME
GENERATOR
DETAIL

SHEET NUMBER
A-4.4

MANUFACTURERS SPECS:	
MANUFACTURER	CUMMINS
MODEL	CS5 D5
DIMENSION	37.7"U x 40" (W) x 51.7" (H)
POWER	STANDBY KW (50): 50 (60)
FUEL	DIESEL
WEIGHT DRY	1434 LBS
SPL AT 23 FEET (4)(A)	80.9

- NOTES:**
1. GENERATOR SHALL MEET ALL INTERNATIONAL FIRE CODE (IFC) FUEL CONTAINMENT MEASURES SUCH AS ENGINE LIQUIDS, AND DOUBLE WALL FUEL TANKS.
2. GENERATOR MUST BE SCHEDULED TO COMPLETE PERFORMANCE OPERATIONS MANUAL REQUIREMENTS.
3. PUBLISHED DATA SHEET CONTAINS INFORMATION TO VERIFY BEFORE ORDERING ANY PARTS.

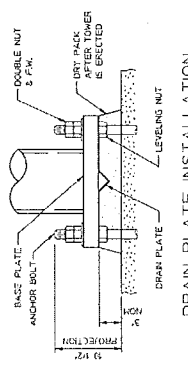


1 CUMMINS 50KW OPEN GENSET
NOT TO SCALE

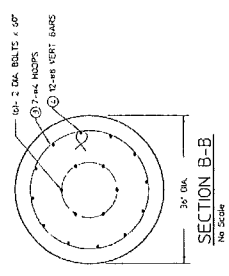
DATE	REVISION

GENERAL NOTES: SLAB

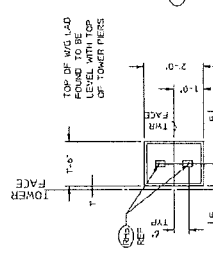
- Prior to excavation, check the area for underground facilities.
- All reinforcing shall be delivered bars conforming to ASTM A63 Grade 60 (60,000 psi) yield strength and shall be received by the contractor.
- All concrete shall have a minimum compressive strength of 4,000 psi (28 days). The requirement for the concrete shall be as shown in the ACI Building Code Requirements for Reinforced Concrete, ACI 318, the ACI Building Code Commentary, ACI 318R, and the ACI 308.3R-01.
- Concrete shall be placed against unshuttered soil to the depth indicated on the foundation drawing. The portion above grade shall be formed. It shall be excavated before the formwork is removed. The volume shall be checked and the concrete shall be placed in a continuous manner. The concrete shall be finished to a smooth surface and the concrete shall be cured with wet burlap or other means for 7 days. The top of slab shall be finished smooth.
- Compact structural fill above buried pipe to a minimum of 100 per centity with a minimum of 12 inches of compacted fill above the pipe and 12 inches above the slab. This includes the area under the slab. The contractor shall be responsible for the entire area, approved for maximum density and strength, is located in the area to be excavated by hand, starting with care at existing footings, or a combination thereof.
- Estimated concrete volume = _____ cu. yds.
- Design based on the following specified loads per TH-GP:
Overturning Moment = _____ kips-ft
Top Shear = _____ kips
Total Weight = _____ kips
- Soil information and design parameters are per the Geotechnical Report by T&B Tech. Project No. 14-015424, Dated June 5, 2015. Recommendations in this report shall be followed by the foundation contractor.



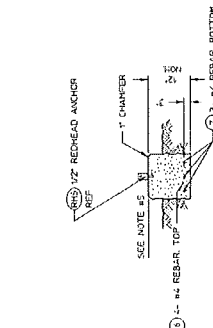
DRAIN PLATE INSTALLATION
NO SCALE



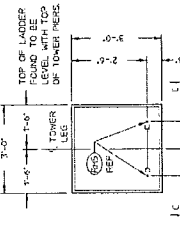
SECTION B-B
NO SCALE



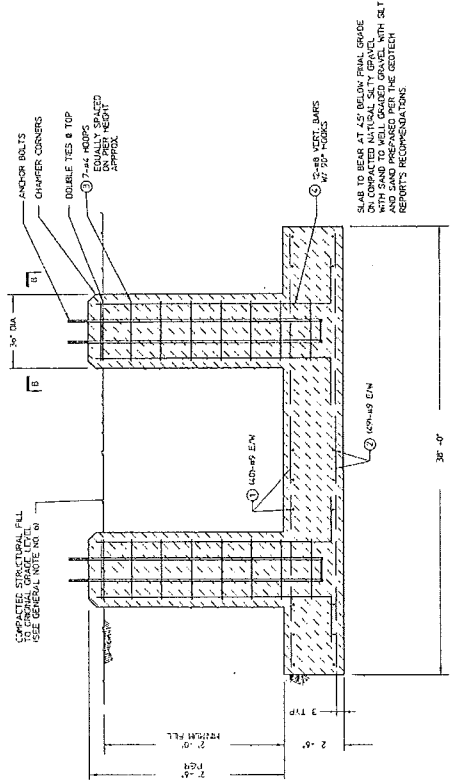
WAVEGUIDE LADDER FOUNDATION PLAN
NO SCALE



SECTION F-F
NO SCALE



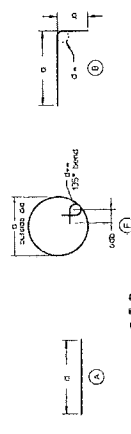
CLIMBING LADDER FOUNDATION PLAN
NO SCALE



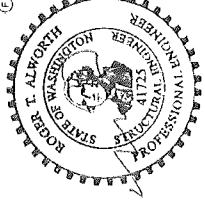
SECTION A-A
NO SCALE

REINFORCEMENT STEEL SCHEDULE

Bar Type	Bar Size	Bar Spacing	Bar Length	Bar Quantity	Bar Weight	Total Weight
1	A	#4	11'-0"	27	2200	59400
2	A	#4	9'-0"	27	2200	59400
3	B	#4	EQ. 4'-0"	7	122	854
4	B	#4	EQ. 4'-0"	7	122	854
5	A	#4	11'-0"	27	2200	59400
6	A	#4	11'-0"	27	2200	59400
7	A	#4	11'-0"	27	2200	59400
TOTAL STEEL WEIGHT FOR COMPLETE FOUNDATION INSTALLATION =						23700



6-23-2016



VECTOR
ENGINEERING
5138 S. STATE STREET, SUITE 101
TUMACACI, AZ 85711
P: (602) 998-1770 F: (602) 998-1776
WWW.VECTORAZ.COM
AZ REG. LICENSE # 41722
AZ REG. LICENSE # 2202

valmont
MICROJECT

770 7th Street SE
PO Box 504178
Atlanta, GA 30357

FORNIX, WA
3307-1-1

DATE: 06/23/16
PROJECT: SLAB FOUNDATION INSTALLATION
SITE: ODELLA PACIFIC/KING COUNTY
SITE: SWAN, WA

PROJECT NO: D-29189
DRAWING NO: D-143905

REV. DESCRIPTION	DATE	BY/CHK
	DATE	BY/CHK
	DATE	BY/CHK
	DATE	BY/CHK

BY	JG
CK	MF
DATE	16JUN16
S.O.	333171-1

valmont
MICROFLECT

SITE: SWAN, WA
ODELIA PACIFIC/KING COUNTY

TOWER MODEL: 108-L855-235

SHEET 1 OF 6
DWG. NO. B-143904

DESIGN CRITERIA :
 BASIC WIND SPEED: 85 mph
 ICE WIND SPEED: 30 mph
 ICE THICKNESS: 0.5' Radial
 STRUCTURE CLASS III
 EXPOSURE CATEGORY C
 TOPOGRAPHIC CATEGORY 1
 SEISMIC: SITE CLASS C, S_s = 1124, S₁-0.426

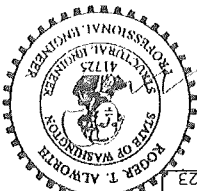
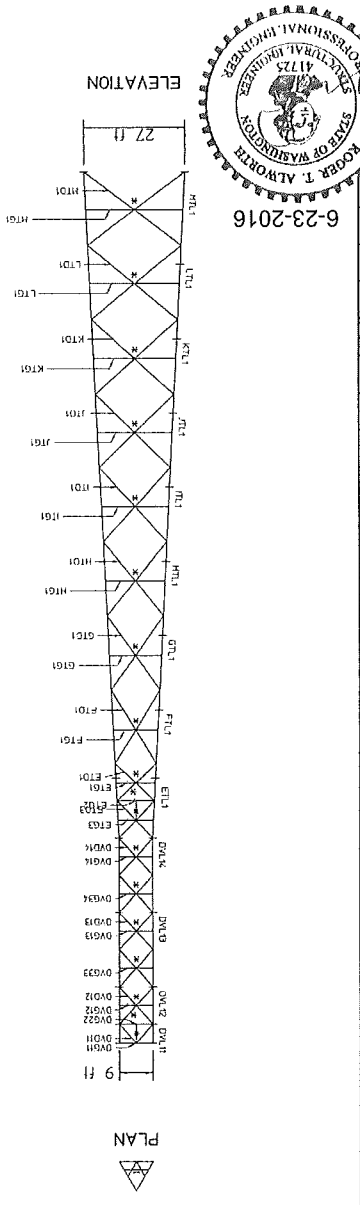
ANTENNAS
 SEE SHEET 6 FOR ANTENNA LIST

MATERIALS & CODES
 STRUCTURAL STEEL: ASTM A36, A572 & A53 GRB (50 ksi minimum)
 ANCHOR BOLTS: ASTM F1554 GR55
 STEEL: AISC LRFD
 CONCRETE: ACI 318
 INDUSTRY: ANSII/A 222-G

NOTES:

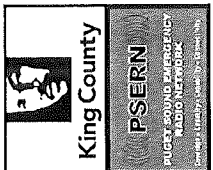
- 1) Bay wind loads and dead loads include effects of tower members, access ladder, W/G ladders, and transmission lines.
- 2) Worst case antenna wind shear has been obtained in multiple wind directions to obtain maximum tower member stresses.
- 3) An 'x' indicates that girts are internally braced at this level.
- 4) Maximum twist/sway at 60 MPH wind loading is 0.39° < 0.47° allowable for a 6' diameter antenna (Worst case elevation) operating at an assumed frequency of 11 GHz.
- 5) Max Stress Ratio <= 85%.

BAY	TOWER	ELEV. (FT)	LOAD (KIPS)	
			DEAD	WIND
DV05	235	0.32	0.90	1.42
DV10	225	0.69	1.09	1.42
DV20	220	0.59	1.20	1.43
DV20	215	0.72	1.36	1.42
DV20	210	0.62	1.36	1.37
DV20	205	0.72	1.36	1.37
DV20	200	0.65	1.35	1.37
DV20	195	0.78	1.34	1.37
DV20	190	0.68	1.33	1.37
DV20	185	0.78	1.33	1.37
DV20	180	0.70	1.31	1.37
DV20	175	0.80	1.36	1.37
ET	170	0.77	1.43	1.37
ET	165	0.77	1.44	1.37
ET	160	1.14	1.99	1.37
FT	151	1.88	2.79	1.37
FT	140	1.96	2.80	1.37
GT	131	2.40	2.77	1.37
GT	120	2.16	2.81	1.37
HT	110	2.39	2.85	1.37
HT	100	2.14	2.83	1.37
IT	90	2.54	2.81	1.37
IT	80	2.17	2.77	1.37
JT	70	2.61	2.71	1.37
JT	60	2.31	2.70	1.37
KT	50	3.06	2.68	1.37
KT	40	2.47	2.59	1.37
LT	30	3.15	2.44	1.37
LT	20	2.57	2.29	1.37
MT	10	3.40	2.20	1.37
MT	0	1.38	1.23	1.37



6-23-2016

VECTOR
 918 S. STATE STREET, SUITE 101
 SANDY, UT 84070
 P: (801) 960-1775 F: (801) 960-1776
 VECTOR PROJECT: 108-L855-235
 ROGER T. ALWORTH, S.E.: 4123
 WA HIGH LICENSE: 2202



SWAN
(NEW BUILD)
31025 NE NORTH FORK RD.
DUVALL, WA 98019

Pacific Communications
5500 AVENUE D, SUITE 102
SEATTLE, WA 98108
PHONE (206) 468-3300
WWW.PSE&N.COM

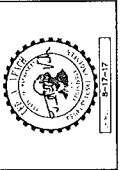
CAMP+
ASSOCIATES
15000 1ST AVENUE, SUITE 300
LYNNWOOD, WA 98037
PHONE (206) 744-8800
WWW.CAMPASSOCI.COM

PROJECT MANAGER:
S.J.C.

PREPARED BY:
TAV

APPROVED BY:
[Signature]

PLAN REVIEWERS SIGNATURE
[Signature]



SHEET NAME
FUEL SYSTEM
PIPING PLAN

SHEET NUMBER
M1.0

- DRAWING NOTES:**
- FUEL PIPING INSTALLATION SHALL CONFORM TO 2015 NFPA 30.
 - SEAL ALL CONDUIT AND CONTAINMENTS TO BE WATER TIGHT.
 - CONTRACTOR SHALL LAY OUT CONTAINMENT CONDUITS AND PIPING SO THAT ANY SPILLAGE IS CAPTURED BY SECONDARY CONTAINMENT AND ALARMS WITH THE LEAK DETECTION SYSTEM.
 - COORDINATE CONNECTION OF LEAK DETECTION SYSTEM TO REMOTE MONITORING.
 - PRESSURE TEST PRIMARY AND SECONDARY CONTAINMENT PIPING PER UFC REQUIREMENTS.

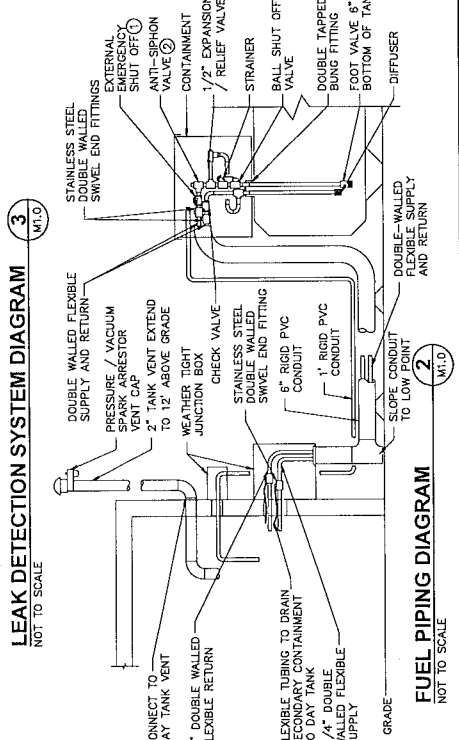
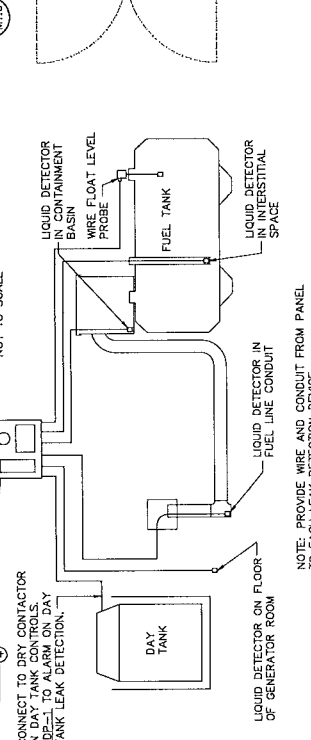
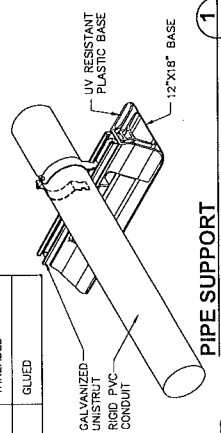
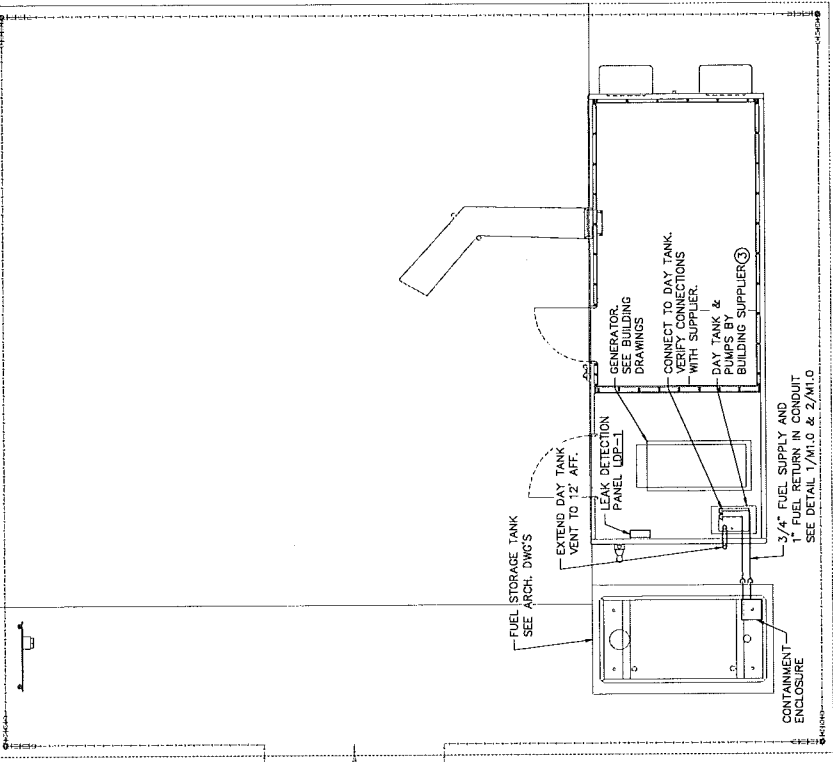
- KEYED NOTES:**
- FULL LINE SIZE FUSEABLE LINK SHUT-OFF VALVE.
 - COMPATIBLE IN A SUCTION SYSTEM.
 - VERIFY DAY TANK'S SUPPLY AND RETURN PUMPS ARE OPERATING CORRECTLY TO MOVE FUEL WITHOUT SPILL OR OVERFLOW.
 - COORDINATE CONNECTION OF ALARM OUTPUTS TO KING COUNTY COMMUNICATIONS SYSTEM.

MISCELLANEOUS EQUIPMENT SCHEDULE

SYMBOL	ITEM DESCRIPTION	SPECIFIED MFR & MODEL NO.	AREA SERVED	EQUIPMENT CAPACITY	ELECTRICAL AMPS	VOLTS/PH	REMARKS
LDP-1	TANK GAUGE AND LEAK DETECTION PANEL	FUEL SENTRY TO-EL-D4A	TANK DAY TANK	6 INPUT	4.2	120/1	PROVIDE NEMA 3 ENCLOSURE

PIPING MATERIAL SCHEDULE

PIPING	LOCATION	MATERIAL	JOINT
DIESEL FUEL SUPPLY/RETURN	ALL	PVDF DOUBLE WALLED FLEXIBLE	STAINLESS STEEL END FITTINGS
DIESEL FUEL VENT	ABOVE GROUND	SCHEDULE 40 STEEL	THREADED
CONDUIT FOR FUEL PIPE	ALL	PVC	SCHEDULE 40 GLUED



12000 Parkside Ave. S. Suite B, Tukwila, WA 98148
Ph: 206-274-5201 Fax: 206-274-5202



SWAN
(NEW BUILD)
36026 NE NORTH FORK RD.
DUNALL, WA 98019

Pacific Distribution
1006 4TH AVE. S. SUITE 202
SEATTLE, WA 98108
WWW.GS&L.COM

CAMP+
1840 4TH AVE. W. SUITE 304
LYNNWOOD, WA 98036
FAX: (206) 252-2889
WWW.CAMPUS.COM

PROJECT MANAGER: EC

PREPARED BY: AD/DIT

APPROVED BY: PH

12/11/17 JEROME DUNRY
12/11/17 JEROME DUNRY
12/11/17 JEROME DUNRY

12/11/17 JEROME DUNRY
12/11/17 JEROME DUNRY

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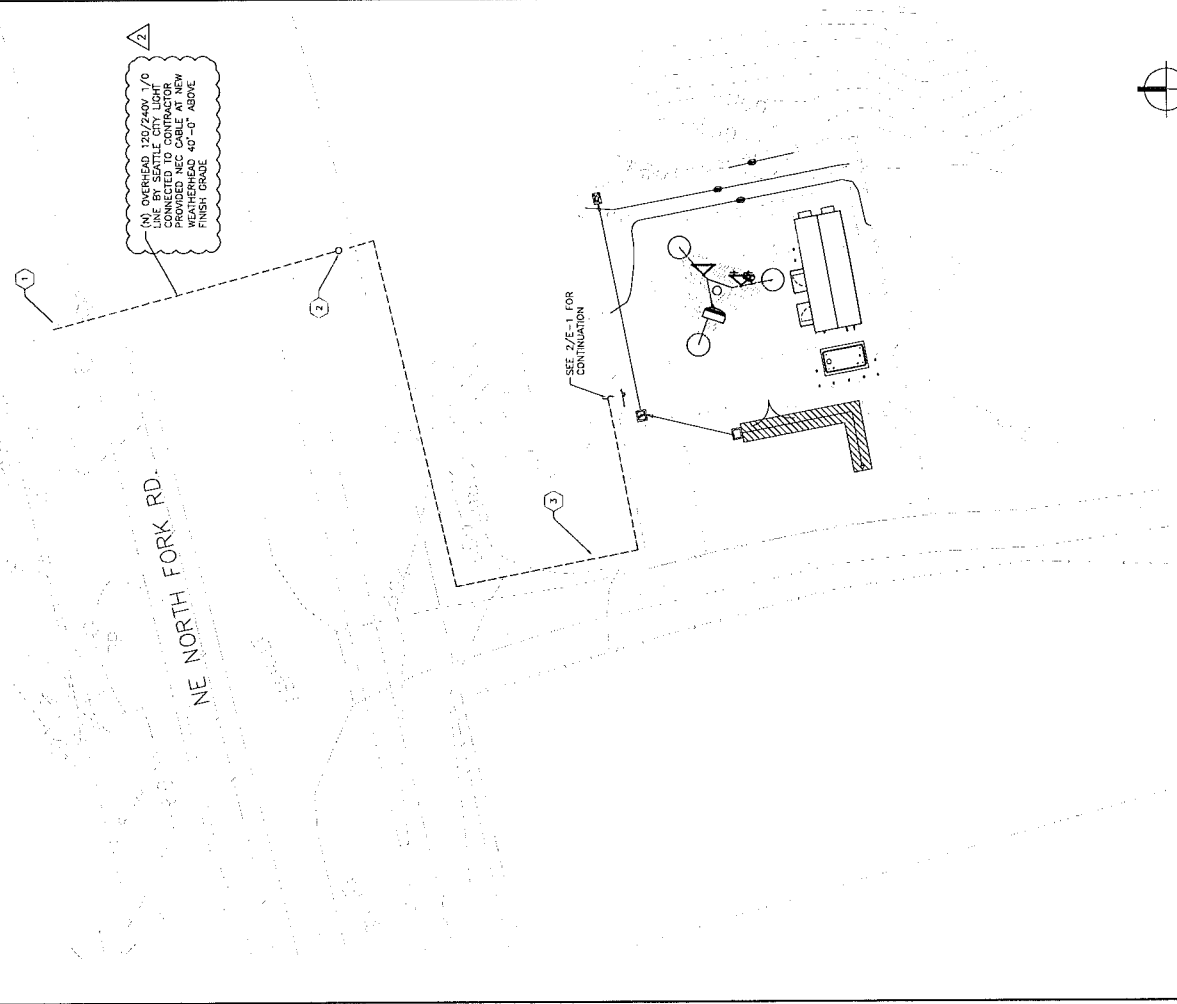


SHEET NAME
ELECTRICAL
SITE PLAN

SHEET NUMBER
E-1

KEY NOTES:

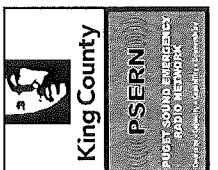
- 1 EXISTING UTILITY POLE WITH POLE MOUNTED TRANSFORMER PROVIDED AND INSTALLED BY SEATTLE CITY LIGHT.
- 2 CONTRACTOR SHALL TERMINATE NEW RACEWAY 40'-0" ABOVE FINISH GRADE AT NEW WEATHER HEAD. CONDUIT AND CONDUCTORS SHALL BE INSTALLED TO NEW UTILITY POLE (NORTH SIDE); COORDINATE INSTALLATION WITH SEATTLE CITY LIGHT.
- 3 NEW 120/240V 1/0 3W UNDERGROUND SERVICE MINIMUM 36" BELOW FINISH GRADE.
- 4 NEW UTILITY METER WITH MAIN BREAKER MOUNTED TO NEW UNSTRUT FRAME.
- 5 CONTRACTOR SHALL TERMINATE AT AUTOMATIC TRANSFER SWITCH PROVIDED WITH NEW PRE-MANUFACTURED EQUIPMENT SHELTER.
- 6 CONTRACTOR SHALL PROVIDE ALARM CONNECTIONS TO FUEL TANK AND LEAK DETECTION ALARM CONDUCTORS. PROVIDE (12 #16) 3/4" C TO LEAK DETECTION CONTROL PANEL. VERIFY EXACT QUANTITY OF CONDUCTORS WITH LEAK DETECTION PANEL PROVIDED.
- 7 CONTRACTOR TO PROVIDE 120V CONNECTION TO LEAK DETECTION PANEL FROM PANELBOARD PROVIDED WITH EQUIPMENT SHELTER.



(N) OVERHEAD 120/240V 1/0 LINE BY SEATTLE CITY LIGHT PROVIDED TO NEW WEATHERHEAD 40'-0" ABOVE FINISH GRADE

2 PARTIAL ELECTRICAL SITE PLAN
SCALE: 1/8" = 1'-0" (22x34), 1/8" = 1'-0" (11x7)

1 ELECTRICAL SITE PLAN
SCALE: 1/8" = 1'-0" (22x34), 1/32" = 1'-0" (11x7)



King County
PSE&N
 PUBLIC SAFETY & EMERGENCY
 RADIO NETWORK

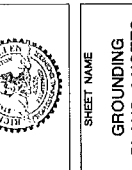
SWAN
 (NEW BUILD)
 38025 NE NORTH FORK RD.
 DUVALL, WA 98019

CAJIP-4
 CONSULTANTS
 10414 4TH AVE N, SUITE 304
 LYNNWOOD, WA 98036
 TEL: (425) 852-2800
 WWW.CAJIP4.COM

PROJECT MANAGER, E.C.
 PREPARED BY: AUC/DAT
 APPROVED BY: PN

DATE: 07/27/17
 DRAWN: BUCK SHAW
 CHECKED: BUCK SHAW
 ELECTRICAL REVIEW: W.J. SCL
 EXISTING FOR PERMIT: 06/15/17

PLAN REVIEWERS SIGNATURE



SHEET NAME
**GROUNDING
 PLANS & NOTES**
 SHEET NUMBER
E-3.0

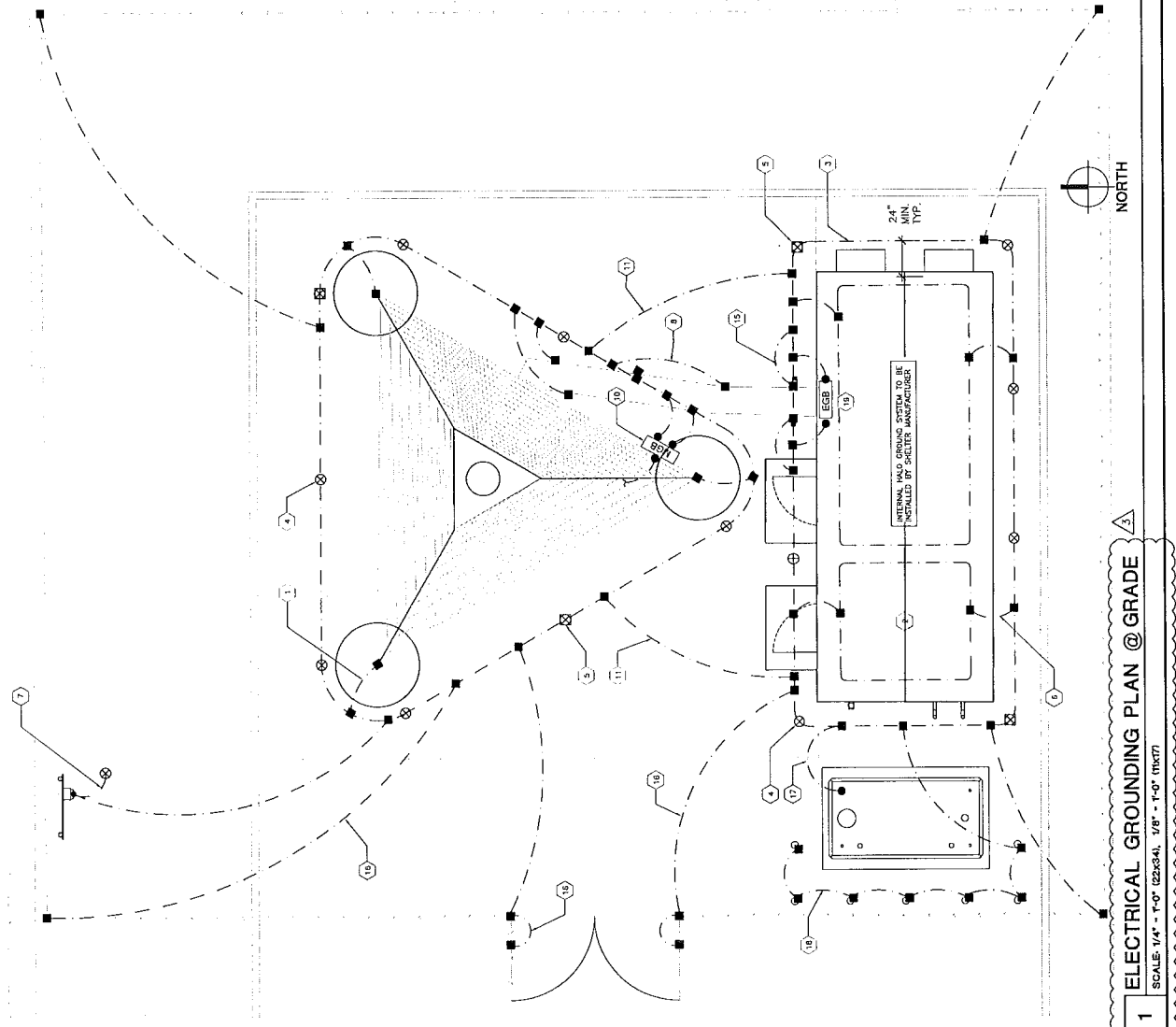
GENERAL NOTES:

- ALL CONDUIT CONNECTIONS ON GALVANIZED SURFACES SHALL BE CLEANED THOROUGHLY AND COVERED WITH TWO (2) COATS OF SHEKVIN WILLIAMS GALVANNE EPOXY'S OF EQUAL.
- ALL ELECTRICAL CONDUIT AND MECHANICAL CONNECTIONS WILL HAVE NON-ORIENTATION COMPASSING APPLIED TO CONNECTION.
- ANY METAL OBJECTS WITHIN 6 FEET OF THE EXTERNAL GROUND RING SHALL BE GROUNDING. GROUNDING MATERIALS AND CONDUIT MUST BE GALVANNE EPOXY COATED. SHEETS, ETC. SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR.
- THE ELECTRICAL CONTRACTOR SHALL FOLLOW GROUNDING SYSTEMS INSTALLED AND TESTING PROCEDURES AS DESCRIBED IN THE GENERAL ELECTRICAL PROVISIONS.
- CONNECTIONS TO THE GROUND BUS SHALL NOT BE DOUBLED UP OR STACKED. BACK TO BACK CONNECTIONS ON OPPOSITE SIDES OF THE GROUND BUS ARE PERMITTED.
- USE OF 90° BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ACHIEVED SUPPORTED.
- DESIGN NEC AND LOCAL UTILITY REQUIREMENTS FOR ELECTRICAL SERVICE GROUNDING.
- MAXIMUM RESISTANCE OF THE COMPLETED GROUND SYSTEM SHALL NOT EXCEED 5 OHMS.
- SEE SITE TO COMPLY WITH IEEE STANDARDS FOR GROUNDING.

ITEM	LEGEND	DESCRIPTION
1	○	3/4" DIA. X 10'-0" LONG COPPER CLAD GROUND ROD, MINIMUM 24" BELOW GRADE, AT MINIMUM 10'-0" O.C.
2	○	3/4" DIA. X 10'-0" LONG COPPER CLAD GROUND ROD, MINIMUM 24" BELOW GRADE, AT MINIMUM 10'-0" O.C.
3	○	3/4" DIA. X 10'-0" LONG COPPER CLAD GROUND ROD, MINIMUM 24" BELOW GRADE, AT MINIMUM 10'-0" O.C.
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8	○	3/4" DIA. X 10'-0" LONG COPPER CLAD GROUND ROD, MINIMUM 24" BELOW GRADE, AT MINIMUM 10'-0" O.C.
9	○	3/4" DIA. X 10'-0" LONG COPPER CLAD GROUND ROD, MINIMUM 24" BELOW GRADE, AT MINIMUM 10'-0" O.C.
10	○	3/4" DIA. X 10'-0" LONG COPPER CLAD GROUND ROD, MINIMUM 24" BELOW GRADE, AT MINIMUM 10'-0" O.C.
11	○	3/4" DIA. X 10'-0" LONG COPPER CLAD GROUND ROD, MINIMUM 24" BELOW GRADE, AT MINIMUM 10'-0" O.C.
12	○	3/4" DIA. X 10'-0" LONG COPPER CLAD GROUND ROD, MINIMUM 24" BELOW GRADE, AT MINIMUM 10'-0" O.C.
13	○	3/4" DIA. X 10'-0" LONG COPPER CLAD GROUND ROD, MINIMUM 24" BELOW GRADE, AT MINIMUM 10'-0" O.C.
14	○	3/4" DIA. X 10'-0" LONG COPPER CLAD GROUND ROD, MINIMUM 24" BELOW GRADE, AT MINIMUM 10'-0" O.C.
15	○	3/4" DIA. X 10'-0" LONG COPPER CLAD GROUND ROD, MINIMUM 24" BELOW GRADE, AT MINIMUM 10'-0" O.C.
16	○	3/4" DIA. X 10'-0" LONG COPPER CLAD GROUND ROD, MINIMUM 24" BELOW GRADE, AT MINIMUM 10'-0" O.C.
17	○	3/4" DIA. X 10'-0" LONG COPPER CLAD GROUND ROD, MINIMUM 24" BELOW GRADE, AT MINIMUM 10'-0" O.C.
18	○	3/4" DIA. X 10'-0" LONG COPPER CLAD GROUND ROD, MINIMUM 24" BELOW GRADE, AT MINIMUM 10'-0" O.C.
19	○	3/4" DIA. X 10'-0" LONG COPPER CLAD GROUND ROD, MINIMUM 24" BELOW GRADE, AT MINIMUM 10'-0" O.C.

KEYED NOTES:

- NEW 210' HIGH SELF-SUPPORTING LATTICE TOWER. PROVIDE #2 BASE SOLID TINNED COPPER CONDUCTORS TO EXTERIOR GROUND RING TO EXISTING WELD CONNECTION AT BASE OF TOWER, TYP.
- NEW 12'-0" X 30'-0" EQUIPMENT SHELTER.
- PROVIDE #2 BASE SOLID TINNED COPPER CONDUCTOR LOCATED 30" BELOW FINISH GRADE FOR EXTERIOR GROUND RING AT TOWER AND EQUIPMENT SHELTER.
- PROVIDE 3/4" DIA. X 10'-0" LONG COPPER CLAD GROUND ROD, MINIMUM 30" BELOW GRADE, AT MINIMUM 10'-0" O.C.
- GROUND INSPECTION AND TEST WELL. SEE DETAIL FOR CONSTRUCTION REQUIREMENTS. MIN (1) ONE PER GROUND RING.
- PROVIDE #2 BASE SOLID TINNED COPPER CONDUCTORS FROM EXISTING WELD CONNECTION AT EXTERIOR GROUND RING TO INTERIOR WELD GROUND BUS.
- PROVIDE #2 BASE SOLID TINNED COPPER CONDUCTOR FROM EXISTING WELD CONNECTION AT EXTERIOR GROUND RING TO MECHANICAL CONNECTION AT NEW GROUND ROD.
- ELECTRICAL MECHANICAL PROVIDE EXISTING WELD CONNECTION TO NEW GROUND ROD.
- PROVIDE #2 BASE SOLID TINNED COPPER CONDUCTOR FOR GROUND CONNECTION TO WAVEGUIDE FROM TOWER. PROVIDE #2 BASE SOLID TINNED COPPER CONDUCTOR TO MECHANICAL CONNECTION AT MECHANICAL CONNECTION AT TOWER. PROVIDE #2 INSULATED STRANDED COPPER CONDUCTOR TO MECHANICAL CONNECTION AT TOWER GROUND BAR AT BASE OF TOWER.
- NEW MASTER GROUND BAR MOUNTED AT BASE OF TOWER. PROVIDE (2) #2 BASE SOLID TINNED COPPER CONDUCTORS TO EXTERIOR WELD CONNECTION AT EXTERIOR GROUND RING.
- PROVIDE (2) #2 BASE SOLID TINNED COPPER CONDUCTOR FROM EXISTING WELD CONNECTION AT EQUIPMENT SHELTER CONNECTION AT EQUIPMENT SHELTER GROUND RING. PROVIDE #2 BASE SOLID TINNED COPPER CONDUCTOR TO MECHANICAL CONNECTION AT MECHANICAL CONNECTION AT EQUIPMENT SHELTER AS SHOWN.
- MICROWAVE ANTENNA GROUNDING. #2 BASE SOLID TINNED COPPER CONDUCTOR FROM MECHANICAL CONNECTION AT COLLECTION GROUND BAR TO EXTERIOR WELD CONNECTION AT MICROWAVE ANTENNA, TYP.
- MECHANICAL PROVIDE #2 BASE SOLID TINNED COPPER CONDUCTOR FROM MECHANICAL CONNECTION AT COLLECTION GROUND BAR TO MECHANICAL CONNECTION AT ENCLOSED DRILL ANTENNA, TYP.
- ENCLOSED DRILL ARRAY ANTENNA GROUNDING. #2 BASE SOLID TINNED COPPER CONDUCTOR FROM MECHANICAL CONNECTION AT COLLECTION GROUND BAR TO MECHANICAL CONNECTION AT ENCLOSED DRILL ANTENNA, TYP.
- GPS GROUNDING. #2 BASE SOLID TINNED COPPER CONDUCTOR FROM EXISTING WELD CONNECTION AT GROUND RING TO MECHANICAL CONNECTION AT GPS ANTENNA, TYP.
- FENCE POST AND GATE GROUNDING. #2 BASE SOLID TINNED COPPER CONDUCTORS FROM NEW FENCE POST AND GATE. PROVIDE CONNECTION AT EACH FENCE CORNER POST. PROVIDE #2 BASE SOLID TINNED COPPER CONDUCTOR FROM MECHANICAL CONNECTION AT MECHANICAL CONNECTION AT FENCE GATE AND POST.
- FULL TANK GROUNDING. #2 BASE SOLID TINNED COPPER CONDUCTOR FROM EXISTING WELD CONNECTION AT GROUND RING TO MECHANICAL CONNECTION AT FULL TANK GROUNDING LUG.
- SAFETY BOLLARD GROUNDING. #2 BASE SOLID TINNED COPPER CONDUCTOR FROM EXISTING WELD CONNECTION AT GROUND RING TO EXISTING WELD CONNECTION AT BOLLARD, TYP.
- EXTERIOR GROUND BAR MOUNTED BELOW ENTRY PORT AT EQUIPMENT SHELTER. PROVIDE (2) #2 BASE SOLID TINNED COPPER CONDUCTORS TO EXTERIOR WELD CONNECTION AT NEW EXTERIOR GROUND RING.



1 ELECTRICAL GROUNDING PLAN @ GRADE
 SCALE: 1/4" = 1'-0" (22x34), 1/8" = 1'-0" (15x7)

