



RESOLUTION NO. U-11551

1 A RESOLUTION relating to the Department of Public Utilities, Light Division,
2 authorizing the execution of a 15-year Communication Site Land Lease
3 from Washington State Department of Natural Resources Enumclaw,
4 WA), for a communication site referred to as Capital Peak.

5 WHEREAS Department of Public Utilities, Light Division ("Tacoma
6 Power") has used the Capital Peak site, located in Thurston County,
7 Washington, for point-to-point microwave communication since the 1960s and
8 the site remains crucial for maintaining communication with Tacoma Power's
9 remote Hydro Projects and major Transmission Substations, and

10 WHEREAS Tacoma Power uses the Capital Peak communication site to
11 establish critical voice & data communication paths with sites in Mason, Lewis,
12 Pierce, and Grays Harbor counties, and

13 WHEREAS these communication services ensure the safe and reliable
14 operation of Tacoma Power's generation and transmission operations, and

15 WHEREAS the Capital Peak site is also used for the exchange of critical
16 data with the Bonneville Power Administration, and

17 WHEREAS Tacoma Power requests approval of a new 15-year
18 Communication Site Land Lease with rent of \$16,532 for the first year of the
19 lease, to be increased annually by 3%, and including a road use fee of \$2,300
20 for the first year which may be increased annually by up to 3% based on actual
21 road use, and

22 WHEREAS the proposed lease will replace the last 10-year lease that
23 was agreed to in August 2013, with two one-year extensions; Now, therefore,
24
25
26



BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

That Tacoma Power's request to execute a 15-year Communication Site Land Lease with the Washington State Department of Natural Resources for the Capital Peak communication site is approved, and the proper officers of the City of Tacoma are authorized to execute said lease and all other necessary and convenient documents, substantially in the same form as on file with the Clerk of the Board and/or as approved by the City Attorney's Office.

Approved as to form:

Chair

/s/

Chief Deputy City Attorney

Secretary

Adopted

Clerk



Board Action Memorandum

TO: Jackie Flowers, Director of Utilities
COPY: Charleen Jacobs, Director and Board Offices
FROM: Aaron Anderson, Network & Communication Infrastructure Manager,
MEETING DATE: August 27, 2025
DATE: August 13, 2025

GUIDING PRINCIPLE ALIGNMENT (select as many that apply):

Please indicate which of the Public Utility Board's Guiding Principle(s) is supported by this action.

- | | |
|--|--|
| <input type="checkbox"/> GP1 – Diversity, Equity, Inclusion, Belonging | <input checked="" type="checkbox"/> GP7 – Reliability & Resiliency |
| <input type="checkbox"/> GP2 – Financial Sustainability | <input type="checkbox"/> GP9 – Economic Development |
| <input type="checkbox"/> GP3 – Rates | <input type="checkbox"/> GP10 – Government Relations |
| <input type="checkbox"/> GP4 – Stakeholder Engagement | <input type="checkbox"/> GP12 – Employee Relations |
| <input type="checkbox"/> GP5 – Environmental Sustainability | <input type="checkbox"/> GP13 – Customer Service |
| <input type="checkbox"/> GP6 – Innovation | <input type="checkbox"/> GP14 – Resource Planning |

SUMMARY: Tacoma Power's Utility Technology Services is requesting that a contract be awarded to the Washington State Department of Natural Resources (DNR), Enumclaw, WA, for a 15-year lease for a communication site on real property owned by the State of Washington. The site is referred to as Capital Peak, located in Thurston County, and has been used by TPU for point-to-point microwave communication.

BACKGROUND: This lease is crucial for maintaining communication with TPU's remote Hydro Projects and major Transmission Substations. TPU has long utilized the Capital Peak communication site to establish critical voice and data communication paths with sites in Mason, Lewis, Pierce, and Grays Harbor Counties. These communication services ensure the safe and reliable operation of TPU's generation and transmission operations. This site is also used for the exchange of critical data with the Bonneville Power Administration. TPU has occupied the Capital Peak site since the 1960s, and this will establish a new 15-year lease. This contract will replace the last 10-year contract that was agreed to in August 2013, with two one-year extensions.

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes

IF THE EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW IT IS TO BE COVERED.

IF THE ACTION REQUESTED IS APPROVAL OF A CONTRACT, INCLUDE LANGUAGE IN RESOLUTION AUTHORIZING \$200,000 INCREASE IN ADMINISTRATIVE AUTHORITY TO DIRECTOR? Yes

ATTACHMENTS: Washington State DNR Lease agreement No. 52-B68663

CONTACT:

Primary Contact: Aaron Anderson, Network & Communication Infrastructure Manager, 253-502-8912
Supervisor's Name: Joy Sage, Network & Communication Division Manager, 253-502-8642



COMMUNICATION SITE LAND LEASE

Agreement No. 52-C69407

Lessee's Reference No. Capitol Peak

BY THIS LEASE ("Lease") between the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, hereinafter called the "State", and City of Tacoma, Tacoma Public Utilities, a municipality of the State of Washington, hereinafter called the "Lessee", the State grants to Lessee a lease for that portion of state land legally described on **Exhibit A-1**, attached hereto and incorporated herein, in Thurston County, Washington, hereinafter collectively referred to as the ("Premises").

Access road is located on DNR land and non-DNR land and DNR has easements over non-DNR land that permit DNR to give access to Lessee. In addition, Lessee is authorized to use existing roads on state-owned lands and on private or other government owned land as shown approximately on **Exhibit A-2** ("Road Access Area") to access the Premises for the purposes permitted by this Lease, subject to Lessee's compliance with the terms and conditions of all easements and agreements applicable to such use.

SECTION 1 OCCUPANCY

1.01 Term. The term of this Lease is fifteen (15) years. The lease shall commence on September 1, 2025 ("Commencement Date") and end on August 31, 2040, unless sooner cancelled or terminated as provided herein or by separate agreement of State and Lessee ("Termination Date").

1.02 Non-Default Termination. This Lease is subject to termination by State upon three hundred and sixty (360) days written notice to Lessee that State desires to terminate this Lease for any reason or no reason. In the event State terminates the Lease as authorized in this subsection, Rent (as defined below) shall be prorated to the Termination Date. Lessee may terminate this Lease upon providing three hundred and sixty (360) days written notice to State that Lessee desires to surrender this Lease, provided Lessee has satisfied all outstanding obligations under this Lease and Lessee fulfills the requirements of Section 8.05 of this Lease.

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

1.04 No Warranty of Non-interference. State will provide no interference protection during the term of this Lease, provided State will attempt to help solve interference issues that may arise in accordance with its Interference Policy Statement set forth in paragraph 5 of the Minimum Communication Site Standards attached as **Exhibit C**.

1.05 Interference by vegetation. Trees located outside of the Premises that become an interference or a hazard to the rights granted herein may be removed upon obtaining the written consent of the State and payment of the appraised value thereof.

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

1.07 Third-Party Interests. This Lease is subject to all valid interests of third parties in the Premises noted in the records of Thurston County or on file with the Department of Natural Resources in Olympia, Washington on the date Lessee signs this Lease. Copies of documents are available upon request by Lessee.

1.08 No Holding Over. There shall be no holding over by Lessee after the Termination Date, and the failure by Lessee to deliver possession of the Premises to State on or prior to the Termination Date shall be deemed a trespass by Lessee and Lessee shall owe State all amounts due under RCW 79.02.300 or other applicable law.

1.09 State may, at State's sole discretion, extend this Lease for a period not exceeding one (1) year after the Termination Date.

Upon expiration of the one (1) year extension period, State may, at its sole discretion, issue Lessee a temporary permit that shall not extend beyond a five (5) year period.

1.10 **Failure to Vacate.** If State notifies Lessee that it has elected to terminate this Lease, and to vacate the Premises as provided herein, and Lessee fails to do so within the time set forth in State's notice, Lessee will be a trespasser and shall owe State all amounts due under RCW 79.02.300 or other applicable law.

SECTION 2 USE OF PREMISES

2.01 **Permitted Use.** Lessee's exclusive use of the Premises (subject to State's reservations as set forth below and any third party interests as set forth in Section 1.07 above) shall be to install, maintain, repair, and operate electronic equipment as described in approved and signed technical data sheet(s), attached as **Exhibit B**. New or amended Technical Data Sheets may be added to **Exhibit B** upon written approval by State. Lessee shall be permitted to use the Road Access Area for access to and from the Premises for the purposes permitted by this Lease.

2.02 Reservation by State.

1 **Inspection.** Lessee shall permit State and persons authorized by State to enter the Premises and any Improvements (defined in Section 8 below) thereon during business hours and at all other reasonable times for the purpose of inspecting the installations, equipment or units, provided that, except in case of an emergency, State shall provide Lessee at least twenty-one (21) calendar days prior written notice to enable Lessee to arrange to accompany State to protect the integrity of its equipment. An emergency is defined as an event posing an imminent threat of bodily injury, property damage, or critical equipment failure. In the event of an emergency, State and persons authorized by State may enter the Premises and any Improvements thereon at any time without notice. This clause shall not be construed to impose on State a duty to inspect.

2 **Compatible Uses.** State reserves for itself, its successors and assigns, the right at all times for any purpose to cross and recross the Premises at any place or grade, to grant easements and licenses over the Premises, to sell, lease, or otherwise dispose of minerals, coal, oil, timber, gas, or other valuable materials from the Premises insofar as such uses are compatible with Lessee's permitted use of the Premises. State shall exercise such reserved rights in a manner that does not unreasonably interfere with Lessee's permitted use of the Premises.

SECTION 3 PAYMENT

3.01 Payment. Payments made hereunder will be as follows:

1. **Rent.** Lessee shall pay within thirty (30) days of the Commencement Date (as defined in Subsection 1.01) the rent of SIXTEEN THOUSAND FIVE HUNDRED THIRTY-TWO DOLLARS AND 00/100 CENTS (\$16,532.00) for the first year of period of September 1, 2025 to August 31, 2026, and shall adjust annually on September 1 thereafter for the remaining term of this Lease, subject to adjustment as set forth in Section 3.02 (collectively, "Rent").

2. **Leasehold Excise Tax.** Should a leasehold excise tax be imposed on this Lease or any interest therein, Lessee shall pay to State, the leasehold excise tax as set forth in RCW Chapter 82.29A - Leasehold Excise Tax as may be amended. The tax shall be due and payable at the same time the Rent charged herein is due and payable. Provided, however, Lessee may be assessed leasehold excise tax directly from the Washington State Department of Revenue, in which instance, Lessee must submit to State a written request, with supporting documentation from the Washington State Department of Revenue, to end leasehold excise tax billing and shall, upon approval of State, pay Washington State Department of Revenue for any leasehold excise tax due. In the event Lessee pays leasehold excise tax to Washington State Department of Revenue directly, Lessee shall indemnify and defend State for any challenge related to Lessee's failure to pay such leasehold excise tax on time or in the correct amount.

3. **Road Use Fee.** Lessee shall pay in advance the required road use fee of TWO THOUSAND THREE HUNDRED DOLLARS AND 00/100 CENTS (\$2,300.00) for the period of September 1, 2025 to August 31, 2026, and shall adjust annually on September 1 thereafter ("Road Use Fee") for the remaining term of this Lease, subject to adjustment as set forth in Section 3.02.

3.02 Adjustment.

1. **Periodic Adjustment.**

a. **Rent Adjustment.** On the first-year anniversary of the Commencement Date and on each annual anniversary of the Commencement Date thereafter (each an "Anniversary Date"), the Rent will increase by three percent (3%).

b. **Road Use Fee.** The Road Use Fee may be increased annually on the Anniversary Date by three percent (3%). The new annual Road Use Fee will be based on State's estimate of Lessee's use of road system and that of any users authorized by Lessee (including any Sublessee, if any) and estimated ordinary maintenance of the roadway.

2. **Equipment Change Adjustment.** Rent will be adjusted when new equipment is added to or removed from the Premises according to State's "Communication Program Rent Schedule" then in effect or market value.
3. **Change in Use.** State shall adjust the Rent to reflect changes in occupancy on the next Anniversary Date. If Lessee fails to notify State of any additional occupancy or use, State shall charge the value of the use from the date that such occupancy or use began. Should the date that such occupancy or use began be indeterminable, State shall charge no less than one (1) year's Rent and interest.

Changes in Rent shall be prorated by State for the addition of equipment from the last Anniversary Date with payment applied to the following Anniversary Date.

State shall not be required to refund Rent for removal of equipment. Rent will be adjusted for removals upon the next Anniversary Date.

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

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

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

3.06 Taxes. Lessee shall pay all real and personal taxes imposed on the Premises and Improvements thereon during the term of this Lease.

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

3.08 Failure to Pay. If State pays any utilities, tax, assessment, penalty, or interest because of the failure of Lessee to pay such utilities, taxes, assessments, penalties, or interest, Lessee shall reimburse State for any such amounts within thirty (30) days following notice from State to Lessee.

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

3.10 Interest Charge. Failure to pay Rent or any other payments due under the Lease on the date due shall be subject to interest at the rate of twelve percent (12%) per annum (or at such higher rate as may be authorized by RCW 19.52.020(1)).

SECTION 4 SPECIAL REQUIREMENTS

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

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

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

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

4.05 Frequency Interference. Lessee, upon written or verbal notification by State, shall immediately take remedial action to eliminate interference with other operators at the Premises or at nearby locations caused by Lessee's operations. In the event Lessee fails to eliminate the interference within 48 hours of State contacting Lessee, State will have the right to disconnect power to any transmitters causing interference. If the interference affects emergency services or public safety, State shall have a right to disconnect power to any transmitter causing interference immediately upon contacting Lessee. For the purposes of this section, State shall be deemed to have contacted Lessee when State places a call to Andrea Berry at (253) 502-8269.

In the event Lessee's operations continue to cause interference with other operators at this location or at nearby locations, State reserves the right to designate placement or relocation of antennas on the tower, equipment and units in the building, or other users at the Premises. Lessee shall make such placements or relocations at its expense.

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

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

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

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

4.09 Hazardous, Toxic, or Harmful Substances.

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

2. Hazardous, Toxic, or Harmful Substances.

a. Lessee shall not keep on or about the Premises, any substances subject to regulation under the Washington Hazardous Waste Management Act (Chapter 70a.300 RCW) and implementing regulations; and any hazardous substance under the Washington Model Toxics Control Act (Chapter 70a.305 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 U.S.C. §§ 9602 et seq.) and implementing regulations, as these laws are amended from time to time; underground storage tanks, whether empty, filled, or partially filled with any substance; asbestos; urea formaldehyde foam insulation; PCBs; and any other substance, waste, material, or chemical deemed or defined as hazardous, toxic, a pollutant, contaminant, dangerous or potentially dangerous, noxious, flammable, explosive, or radioactive, the removal of which is required or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or shipment of which is restricted, prohibited, regulated, or penalized by any federal, state, county, municipal or other local governmental statute, regulation, ordinance, or resolution as these laws are amended from time to time (hereinafter collectively referred to as "Hazardous Substances") unless such are necessary to carry out Lessee's permitted use under Subsection 2.01 and unless Lessee fully complies with all federal, state, and local laws, regulations, statutes, and ordinances now in existence or as subsequently enacted or amended pertaining to the use, presence, transportation, or generation of such Hazardous Substances.

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

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

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

- c. Lessee shall be fully and completely liable to State, and, to the extent permitted by law, shall indemnify, defend, and save harmless State and its employees, officers, and agents with respect to any and all damages, costs, fees (including attorney's fees and costs), penalties (civil and criminal), and cleanup costs assessed against or imposed as a result of Lessee's use, disposal, possession, transportation, generation, and/or sale of Hazardous Substances or that of Lessee's employees, agents, assigns, Sublessees (if any), contractors, subcontractors, licensees, or invitees and for any other breach of this Section 4.09. Lessee's obligations under this Section 4.09 shall survive termination of this Lease.

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

4.11 Weed Control. Lessee shall control weeds and vegetation on Premises. Weed control shall be approved in writing by State prior to beginning such activities.

SECTION 5 ASSIGNMENT, INSURANCE, INDEMNITY

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

5.02 Subletting. Notwithstanding the restrictions on Assignment of this Lease, Lessee has the right, at its sole discretion and without State's consent, to sublease, or otherwise enter into occupancy and use arrangements of the Premises with any sublessee, licensee, and any other such third party (each a "Sublessee"), subject to the terms of this Lease. Upon any permitted subletting in accordance with this Section, Lessee shall provide State prior notice including the name of such Sublessee utilizing the Premises.

5.03 Name Change. If during the term of this Lease Lessee changes its name, Lessee shall provide State with documentation legally supporting the name change within sixty (60) days of the effective date of the change. Lessee may contact State's Product Sales and Leasing office in Olympia for a list of acceptable documentation.

5.04 Indemnity. From and after the Effective Date of this Lease, Lessee shall indemnify, defend, and hold harmless State, its employees, officers, and agents from any and all liability, damages (including, but not limited to, death, personal injury, and damages to land and other natural resources), expenses, causes of action, suits, claims, costs, fees (including, but not limited to, attorneys' fees), penalties, or judgments, of any nature whatsoever, arising out of the use, occupation, or control of Premises by Lessee, its Sublessees (if any), agents, employees, licensees, contractors, and subcontractors except to the extent as may arise out of (i) the willful or sole negligent acts or omissions of State or State's elected officials, employees, or agents, or (ii) the proportionate share of any concurrent negligence of State or State's elected officials, employees, or agents. Lessee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless State and its agencies, officials, agents, and employees. This Section shall not in any way limit Lessee's liability under Section 4.09, Hazardous Substances.

5.05 Insurance.

- (1) **Required.** Lessee shall, at all times during the term of this Lease at its sole cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of this Lease at State's option. Lessee shall include all Sublessees (if any) as additional insureds under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each Sublessee (if any). Lessee shall make sure that all Sublessees (if any) comply fully with all insurance requirements stated herein.
- (2) **Insurers.** All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better, in the most recently published edition of *Best's Report*. Any exception shall be reviewed and approved by the Department of Natural Resources' Risk Manager, or the Risk Manager for the State of Washington, before the Effective Date.

If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

- (a) Notice of Cancellation. State shall be provided written notice before cancellation or nonrenewal of any insurance referred to therein, in accord with the following specifications:
 - (i) Insurers subject to 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): Lessee shall give State twenty (20) days' advance notice of cancellation or nonrenewal. If cancellation is due to nonpayment of premium, Lessee shall give State ten (10) business days' advance notice of cancellation.
 - (b) Insurers subject to 48.15 RCW (Surplus Lines): Lessee shall give State twenty (20) days' advance notice of cancellation. If cancellation is due to nonpayment of premium, State shall be given ten (10) business days' advance notice of cancellation.
- (3) Certificate of Insurance. On or before the Effective Date, Lessee shall furnish State with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Lease. State will have a right to review copies of the insurance policies at a mutually convenient location upon advance written notice to Lessee. The certificate of insurance shall reference the State of Washington, Department of Natural Resources, and the Agreement Number.

5.06 Insurance Types and Limits. The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

- (1) Commercial General Liability (CGL) Insurance: Lessee shall purchase and maintain commercial general liability insurance with a limit of not less than One Million Dollars (\$1,000,000) per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. All insurance must cover liability arising out of the Premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

- (2) Employer's Liability (Stop Gap) Insurance: Lessee shall purchase and maintain employer's liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident or One Million Dollars (\$1,000,000) each employee for bodily injury by disease.
- (3) Business Auto Policy (BAP) Insurance: Lessee shall purchase and maintain business auto insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than One Million Dollars (\$1,000,000) per accident, with such insurance covering liability arising out of "Any Auto." The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense."
- (4) Industrial Insurance (Workers' Compensation): Lessee shall comply with Title 51 RCW by maintaining workers' compensation insurance for its employees. Lessee waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this Lease.
- (5) Property Insurance: Lessee shall buy and maintain property insurance covering all Lessee-Owned Improvements. Such insurance must be written on an all risks basis and, at minimum, cover the perils insured under ISO Special Causes of Loss Form CP 10 30, and cover the full replacement cost of the property insured. Such insurance may have commercially reasonable deductibles. Any coinsurance requirement in the policy must be waived. When sufficient funds are available, insurance proceeds shall be used to either (a) repair and restore damaged Lessee-Owned Improvements to their former condition, or (b) replace and restore damaged Lessee-Owned Improvements with a new building(s) and/or tower on the Premises of a quality and usefulness at least equivalent to or more suitable than, damaged Lessee-Owned Improvements.
- (6) Pollution Legal Liability Insurance.
 - (a) Lessee shall buy and maintain pollution legal liability insurance, including investigation and defense costs, for bodily injury and property damage, including loss of use of damaged property or of property that has been physically damaged or destroyed. Such coverage must provide for both on-site and off-site cleanup costs and cover gradual and sudden pollution, and include in its scope of coverage natural resource damage claims. Lessee shall maintain coverage in an amount of at least One Million Dollars (\$1,000,000.00) each occurrence for Lessee's operations at the site(s) identified above, and at least One Million Dollars (\$2,000,000.00) general aggregate or policy limit, if any.

(b) Such insurance may be provided on an occurrence or claims-made basis. If such coverage is obtained as an endorsement to the CGL and is provided on a claims-made basis, the following additional conditions must be met:

- (i) The pollution legal liability insurance policy must cover Hazardous Substance removal.
- (ii) The policy must contain no retroactive date, or the retroactive date must precede abatement services.
- (iii) Coverage must be continuously maintained throughout the term of this Lease.

(c) The State of Washington, Department of Natural Resources, its officials, agents, and employees, shall be named as additional insured by endorsement on the pollution legal liability insurance policy.

(7) Builder's Risk Insurance:

(a) During the period construction is in progress and until completion of the project and acceptance by State, Lessee shall buy and maintain, or shall cause its contractors to buy and maintain, in force builder's risk insurance on the entire work or project to be constructed. Such insurance shall be written on a completed value form and in any amount equal to the value of the completed building or structure, subject to subsequent modifications to that sum. The insurance shall be written on a replacement cost basis. This insurance shall name as additional insured the State of Washington, Department of Natural Resources, Lessee, and all subcontractors and sub-subcontractors in the project to be constructed.

(b) Insurance required in this Section, Builder's Risk Insurance, shall be written to cover all risks of physical loss except those specifically excluded in the policy, including loss or damage caused by collapse.

(c) Insurance required in this Section, Builder's Risk Insurance, shall cover the entire work and project to be constructed at the Premises, including reasonable compensation for architect's services and expenses made necessary by an insured loss. Insured property shall include portions of work to be performed located away from the Premises but intended for use at the Premises, and shall also cover portions of work in transit.

(d) The policy shall include as insured property scaffolding, false work, and temporary buildings located at the Premises. The policy shall cover the cost of removing debris, including demolition as made legally necessary by the operation of any law, ordinance, or regulation.

(e) Evidence of any deductible applicable to the insurance bought in compliance with this Section on Builder's Risk Insurance, shall be provided upon State's request, and the responsibility for paying the part of any loss not covered because of application of deductible(s) shall be the responsibility of Lessee or its contractor(s), as applicable. If any part of any loss is not covered because of the application of a deductible amount not identified as described herein, such loss will be paid by Lessee or its contractor(s), as applicable.

(8) Contractor's Pollution Liability Insurance

(a) During the period construction is in progress and until completion of the project and acceptance by Lessee, Lessee shall cause its contractors to buy and maintain contractor's pollution liability insurance on the entire work or project to be construction, including investigation and defense costs, for bodily injury and property damage, including loss of use of damaged property or of property that has been physically damaged or destroyed. Such coverage must provide for both on-site and off-site cleanup costs and cover gradual and sudden pollution, and include in its scope of coverage natural resource damage claims. Lessee shall maintain coverage in an amount of at least One Million Dollars (\$1,000,000.00) each occurrence for Lessee's operations at the site(s) identified above, and at least Two Million Dollars (\$1,000,000.00) general aggregate or policy limit, if any.

(b) Such insurance may be provided on an occurrence or claims-made basis. If such coverage is obtained as an endorsement to the CGL and is provided on a claims-made basis, the following additional condition must be met:

- (i) The pollution legal liability insurance policy must cover Hazardous Substance removal.
- (ii) The pollution legal liability insurance policy must contain no retroactive date, or the retroactive date must precede abatement services.
- (iii) Coverage must be continuously maintained with the same insurance carrier through the official completion of any work on the Premises.
- (iv) The extended reporting period (tail) must be purchased to cover a minimum of thirty-six (36) months beyond completion of work.

(c) The State of Washington, Department of Natural Resources, its officials, agents, and employees, shall be named as additional insured by endorsement on the pollution legal liability insurance policy.

5.07 Additional Provisions.

- (1) **Additional Insured:** The State of Washington, Department of Natural Resources, its officials, agents, and employees shall be named as additional insured by endorsement on all general liability, excess, and umbrella insurance policies.
- (2) **Self-Insurance:** In lieu of the insurance coverage and additional insured endorsements required under this Section 5, Indemnity and Insurance, State shall accept evidence of self-insurance by Lessee, provided Lessee provides a statement by a Certified Public Accountant or actuary that demonstrates, to the reasonable satisfaction of State, that Lessee's financial condition is adequate to self-insure any of the required insurance coverage. Lessee must describe its financial condition and the self-insured funding mechanism. State may require Lessee to provide the above from time to time to ensure Lessee's continuing ability to self-insure. If, at any time, Lessee does not satisfy the self-insurance requirement, Lessee shall immediately purchase insurance as set forth under this Section.
- (3) **Waiver:** Lessee waives all rights of subrogation against State for recovery of damages to the extent these damages are covered by general liability, excess, or umbrella insurance as well as Industrial Insurance under RCW Title 51 and employer's liability insurance pursuant to this Lease.

SECTION 6 DEFAULT

6.01 Breach by Lessee. In the event of any breach of any provision of this Lease by Lessee, the breach, whether material or not, shall be deemed a default entitling State to cancel this Lease and seek any other remedies set forth in this Lease or otherwise available at law or equity, after State has delivered to Lessee notice of the breach and a demand that the same be remedied immediately; provided Lessee shall not be in default if the breach pertains to the payment of money and Lessee cures the breach within twenty (20) days of receipt of the notice, or if the breach pertains to a matter other than the payment of any monies due under this Lease, and Lessee shall after receipt of the notice promptly commence to cure the breach and shall cure the breach within forty-five (45) days after receipt of the notice; provided, however, if such breach is non-monetary in nature, and, as determined by State, is not reasonably susceptible of being cured in said forty-five (45) days (provided that the lack of funds, or the failure or refusal to spend funds, shall not be an excuse for a failure to cure), Lessee shall commence to cure such breach within said period and diligently pursue such action with continuity to completion.

6.02 If Lessee fails to cure a default within the time periods specified above, all Lessee-Owned Improvements (as defined below) shall at the option of State be removed by Lessee, be removed by State at the cost to Lessee, or become the property of State.

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

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

6.05 Right to Cure. If Lessee fails to perform any undertaking or promise contained herein, State shall have the right but not the obligation to make such performance thirty (30) days after expiration of the default cure periods stated in Section 6.01 above. Lessee shall reimburse State for State's expenditures to correct Lessee's failure to perform together with interest at the rate provided in Section 3.

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

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

SECTION 7 ACCESS ROADS AND ROAD MAINTENANCE

7.01 Road Maintenance and Repair.

- (1) State shall be responsible for road maintenance of the Road Access Area except as otherwise provided herein. Road maintenance is defined as work normally necessary to preserve and keep the roads in their present condition or as hereafter improved. In the event of a catastrophe, or the need for extraordinary road maintenance or repair, Lessee shall pay its pro rata share of the cost incurred in maintaining, repairing, or resurfacing said road or portion thereof, as determined by State; provided that Lessee's pro rata share of such costs shall not exceed Five Thousand and No/100 DOLLARS (\$5,000.00) without Lessee's prior written consent ("Max Fee").
- (2) In the event Lessee's pro rata share of the costs exceeds the Max Fee and Lessee does not waive the Max Fee limitation, State reserves the right to not repair the road, and in such case State shall not guarantee or warrant Lessee's access to the Premises. Lessee assumes all risk of loss associated with accessing Premises.

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

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

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

SECTION 8 IMPROVEMENTS

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

8.02 Improvements. Consistent with RCW 79.02.010(9), "Improvements" means anything considered a fixture in law placed upon or attached to the Premises that has changed the value of the Premises or any changes in the previous condition of the fixtures that changes the value of the Premises, including without limitation any buildings, support structures, generators, and fuel tanks.

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

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

8.04 Minor Modifications Authorized. Lessee may make minor modifications to the Premises or any Lessee-owned Improvements as it deems necessary, in its sole discretion, to accommodate use of Premises, subject to Lessee obtaining all necessary permits and approvals from applicable authorities for any such minor modifications. State acknowledges that Lessee need not obtain State's consent before making minor modifications to the Premises or Lessee-owned Improvements that would not require a rent adjustment under Section 3.02 of this Lease. Examples of minor modifications include the insignificant upgrade, comparable replacement, necessary maintenance, repair, or removal of any Equipment located on Lessee's towers or within Lessee's buildings, cable tray modifications, changes to security systems, and other similar work located solely within the Premises.

8.05 End of Term. Disposition of any antennas, mounting hardware, cables, cable housing, radio units, batteries, duplexers, and all other personal property on the Premises ("Equipment"), and all Lessee-Owned Improvements shall be disposed of in accordance with the following terms and conditions, and as provided in RCW 79.13.050.

- (1) By the Termination Date, all Equipment and Lessee-Owned Improvements, including impervious surfaces, constructed or installed by or at the direction of Lessee shall be removed from the Premises, except as otherwise provided in this Lease or as Lessee and State otherwise agree in writing.
- (2) For any Equipment or Lessee-Owned Improvements that are left on the Premises after the Termination Date, State shall have the right, at its option, to (i) deem any or all of such Equipment and/or Lessee-Owned Improvements abandoned and take ownership thereof; or (ii) remove, sell or dispose of such Equipment and Lessee-Owned Improvements as State sees fit, in accordance with all applicable laws.
- (3) If State chooses to remove any or all of the Equipment or Lessee-Owned Improvements from the Premises as permitted herein, Lessee shall reimburse State for the reasonable direct costs State incurs therefor; provided State completes the removal work and provides Lessee an invoice for such costs within eighteen (18) months after the Termination Date.
- (4) Notwithstanding anything in this Lease or under applicable laws to the contrary, Lessee shall retain ownership of their Equipment and Lessee-Owned Improvements if the term of this Lease is extended by mutual written agreement of State and Lessee or if Lessee re-leases the Premises under a new lease with the State.

SECTION 9 MISCELLANEOUS

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

9.02 Attorney Fees and Venue. Each party shall be responsible for their own attorney fees in the event of a dispute arising out of this Lease except as set forth in Sections 4.09, 5.04, and 9.05. Venue for resolving such disputes shall be in Thurston County Superior Court.

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

9.04 Notices.

1. Any notice given under this Lease shall be deemed received when delivered by hand or three (3) days after deposit in the United States mail with first class postage affixed addressed as follows: At the address given by each party in the signature block of this Lease. Changes of address may be given in accordance with this section.

2. Lessee shall notify State within fourteen (14) calendar days of any change of address, business name, contact person's name or other changes that may affect the lease.

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

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

9.07 Preservation of Markers. Any legal land subdivision survey corners, reference points or monuments are to be preserved. If such are destroyed or disturbed by Lessee, Lessee shall reestablish them by a licensed land surveyor in accordance with U. S. General Land Office standards at their own expense. Corners, reference points or monuments that must necessarily be disturbed or destroyed in the process of carrying out the operations allowed by this Lease must be adequately referenced and/or replaced in accordance with RCW 58.24.040 (8). Such references must be approved by State prior to removal of said corners, reference points or monuments.

9.08 Condemnation. If all of the Premises is taken by any public authority under the power of eminent domain, this Lease shall terminate as of the date possession was taken by said public authority pursuant to such condemnation. If any part of the Premises is so taken and, in the opinion of either State or Lessee, it is not economically feasible to continue this Lease in effect, either party may terminate this Lease. Such termination by either party shall be made by notice to the other given not later than thirty (30) days after possession is so taken, the termination to be effective as of the later of thirty (30) days after said notice or the date possession is taken.

9.09 If part of the Premises is so taken and neither State nor Lessee elects to terminate this Lease, or until termination is effective, as the case may be, the Rent shall be abated in the same proportion as the portion of the Premises so taken bears to the whole of the Premises. All damages awarded for the taking or damaging of all or any part of the Premises, or State-Owned Improvements thereon, shall belong to and become the property of State and Lessee hereby assigns to State any and all claims to such award. However, State shall not claim any interest in or to Equipment belonging to Lessee or Lessee-Owned Improvements.

9.10 **Proprietary Information/Public Disclosure.** Materials or information submitted as required in this Lease shall become public records within the meaning of RCW Chapter 42.56. Any submitted materials or information that the Lessee claims as exempt from disclosure under the provisions of RCW 42.56.210 must be clearly designated. The page must be identified and the particular exemption from disclosure upon which the Lessee is making the claim must be identified by the RCW citation number.

State will consider a Lessee's request for exemption from disclosure; however, State will make an independent decision on the applicability of any claimed exemption consistent with applicable laws. The portion of a document claimed as exempt must qualify for exempt status as identified in RCW 42.56. Marking the entire submitted materials or information exempt from disclosure cannot be honored. If a public records request is made regarding materials that the Lessee has requested as exempt, the affected Lessee will be given notice of the request and allowed ten (10) business days to seek a court injunction against the requested disclosure prior to the State fulfilling the public records request.

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

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

9.12 **Habitat Conservation Plan.** The Premises is located within an area that is subject to State Trust Lands Habitat Conservation Plan ("HCP") adopted in connection with United State Fish and Wildlife Incidental Take Permit No. TE812521-1 as supplemented by National Marine Fisheries Incidental Take Permit No. 1168, the State Trust Lands Habitat Conservation Plan Implementation Agreement, and all existing and future amendments to such documents. As long as the HCP and associated documents remain in effect, Lessee, all Sublessees (if any), and all persons acting under Lessee shall comply with the terms and conditions set forth in **Exhibit F** while operating on the Premises.

List of Exhibits

Exhibit A-1	Legal Description
Exhibit A-2	Site Maps
Exhibit A-3	Road Access Area
Exhibit B	Technical Data Sheets
Exhibit C	Minimum Communication Site Standards
Exhibit D	Lessee-Owned Improvements
Exhibit E	State-Owned Improvements
Exhibit F	HCP Requirements
Exhibit G	Encumbrance Search

Signed this ____ day of ____, 20__.

Jackie Flowers, Director of Utilities
TACOMA PUBLIC UTILITIES

Address: 3628 S. 35th Street
Tacoma, WA 98409

Phone: (253) 502-8873

STATE OF WASHINGTON DEPARTMENT
OF NATURAL RESOURCES

Signed this ____ day of ____, 20__.



Michael Kearney
Product Sales and Leasing Division Manager

Address: Department of Natural Resources
Product Sale and Leasing Division
1111 Washington St
SE Olympia, WA
98504-7014

Phone: (360) 902-1600

**DNR NOTARIAL CERTIFICATE
ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY**

STATE OF WASHINGTON

) ss.

COUNTY OF PIERCE

I certify that I know or have satisfactory evidence that before me personally appeared Jackie Flowers to me known to be the Director of Utilities, Tacoma Public Utilities of Pierce County Washington, a municipality, and acknowledged the within and foregoing instrument to be the free and voluntary act and deed of said municipality, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument and that the seal affixed is the official seal of said [entity type, e.g. corporation/limited liability company/municipality/etc.].

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year written below.

DATED: _____

(Seal or Stamp)

NOTARY PUBLIC in and for the
State of Washington
My appointment expires _____

This notarial act involved the use of communication technology RCW 42.45.280

**DNR NOTARIAL CERTIFICATE
ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY**

STATE OF WASHINGTON)

)ss

COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that before me personally appeared Michael Kearney to me known to be the Product Sales and Leasing Division Manager of the Department of Natural Resources, State of Washington, and acknowledged the within and foregoing instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year written below.

DATED: _____

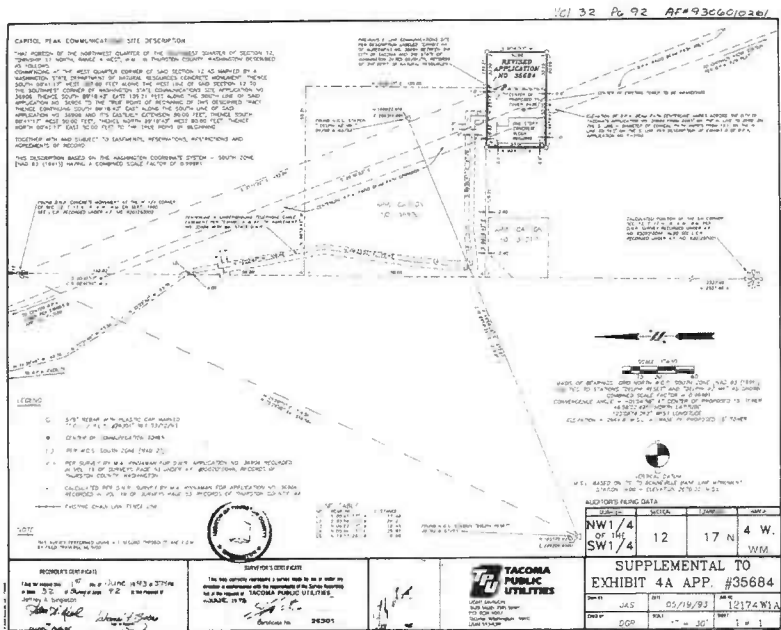
(Seal or Stamp)

NOTARY PUBLIC in and for the
State of Washington
My appointment expires _____

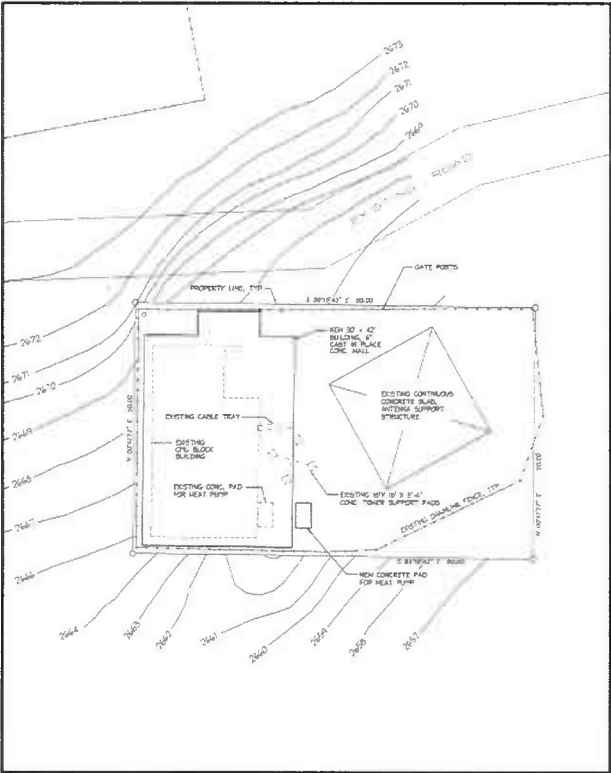
This notarial act involved the use of communication technology RCW 42.45.280

A-2 SITE MAP

CAPITOL PEAK COMMUNICATION SITE
Tacoma Public Utilities Tower and Communication Site

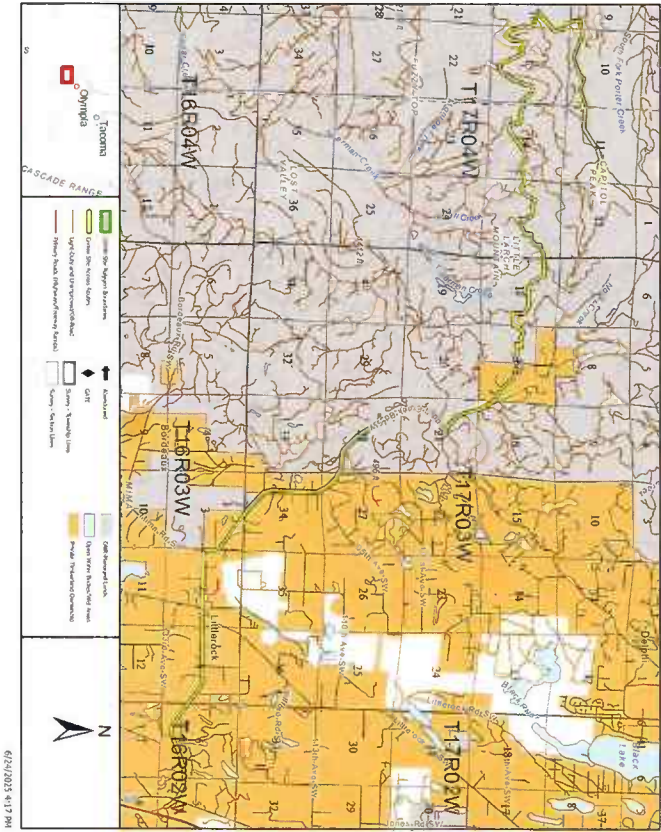


A-2 SITE MAP Continued



SITE PLAN
SCALE 1" = 10'-0"

EXHIBIT A-3
ROAD ACCESS AREA



**EXHIBIT B
TECHNICAL DATA SHEET
For Communication Sites**

1. Lessee Information:

Lessee Name: Tacoma Public Utilities	Name: John Zwosta
Address: 3628 South 35th St, Tacoma WA 3628 South 35th St, Tacoma WA	Address: 3628 South 35th St, Tacoma WA 98409
Phone: 253-502-8600	Phone: 253-502-8037
	Emergency Phone: 253-441-4477 opt 1
	Email: jzwosta@cityoftacoma.org

3. Premises Information:

Site Name:	Capitol Peak
DNR Lease Number:	52-069407
Location at site: (Site or building name):	TPU Building - SW area
Latitude and Longitude: (at center of tower)	N46-58-22.3, W123-08-17.5 <input type="checkbox"/> NAD27 <input checked="" type="checkbox"/> NAD83
Elevation of site: (at center of tower)	2660

4. Equipment:

a. FCC/NTIA Call Sign	KCU52
b. Date FCC License Issued:	2-17-62
c. Equipment Manufacturer:	Nokia
d. Model Number:	PDR-8500
e. Class of Service (FCC Symbol):	FXO
f. Type of Emission (FCC Symbol):	10MOD7W
g. Effective Radiated Power (Watts)	15849 watts 72dbm
h. Transmit output power (watts):	.7
i. CTCSS control tone (Hz):	NA
j. Type of unit, i.e., microwave, cellular, WLAN, paging, etc. (For cell, also fill out 9. a. below)	microwave
k. Is power on continuously?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
l. If amateur radio operator, is this unit:	<input type="checkbox"/> Voice <input type="checkbox"/> Packet

5. Units (Transmitter only or Transmitter/Receiver):

Complete for all leases

Transmit Freq.(MHZ)	Receive Freq. (MHZ)	Channels- please indicate number and type -analog, digital, etc)
6755	6605	

6. Pole (Stick) Antennas

Length (feet)	Location on Tower (i.e., SE Leg)	Height on Tower at Base of Antenna

7. Dish Antennas

Diameter (feet)	Location on Tower (i.e., SE Leg)	Height on Tower at Base of Antenna	Beam Path Width (degree)	Beam Path Length (miles)	Azimuth (degrees)	Tilt (deg.)
8'	W	128'				
6'	W	96'				

8. Name of Location beam goes to:

Link to Wynooche

9. Additional Information:

9a. Check all that apply for cellular technology: Please note type of service, transmission technology and caller capacity of the equipment.

AMPS	CDMA (IS-95A)	TDMA	GSM	iDEN	UTMS	
	CDMA (IS- 95B)	IS-54	GSM w/ AMR	1XRTT	EDGE	
	CDMA2000 1X	IS-136	GSM FFR w/AMR	1xEV	GPRS	
Other (please specify)						

10. Lease Summary Information:

Lease Number: _____

Total Number of Radio Units: _____

Total Square Feet of Floor Space used: _____ In DNR buildings only

Number of Subscribers: _____ (for cable TV only)

Lessee or Technician Signature: _____ Date: _____

Print Name: _____

1. Lessee Information:

Lessee Name: Tacoma Public Utilities	Name: John Zwosta
Address: 3628 South 35th St, Tacoma WA 3628 South 35th St, Tacoma WA	Address: 3628 South 35th St, Tacoma WA 98409
Phone: 253-502-8600	Phone: 253-502-8037
	Emergency Phone: 253-441-4477 opt 1
	Email: jzwosta@cityoftacoma.org

2. Chief Engineer or Service Provider Info:**3. Premises Information:**

Site Name:	Capitol Peak
DNR Lease Number:	52-069407
Location at site: (Site or building name):	TPU Building - SW area
Latitude and Longitude: (at center of tower)	N46-58-22.3, W123-08-17.5
Elevation of site: (at center of tower)	2660

4. Equipment:

a. FCC/NTIA Call Sign	KCU52
b. Date FCC License Issued:	2-17-62
c. Equipment Manufacturer:	Nokia
d. Model Number:	PDR-8500
e. Class of Service (FCC Symbol):	FXO
f. Type of Emission (FCC Symbol):	10MOD7W
g. Effective Radiated Power (Watts)	15488 watts 71.90dbm
h. Transmit output power (watts):	.7
i. CTCSS control tone (Hz):	NA
j. Type of unit, i.e., microwave, cellular, WLAN, paging, etc. (For cell, also fill out 9. a. below)	microwave
k. Is power on continuously?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
l. If amateur radio operator, is this unit:	<input type="checkbox"/> Voice <input type="checkbox"/> Packet

5. Units (Transmitter only or Transmitter/Receiver):

Complete for all leases

Transmit Freq.(MHZ)	Receive Freq. (MHZ)	Channels- please indicate number and type -analog, digital, etc)
6765	6595	

Page 1 of 2

6. Pole (Stick) Antennas

Length (feet)	Location on Tower (i.e., SE Leg)	Height on Tower at Base of Antenna

7. Dish Antennas

Diameter (feet)	Location on Tower (i.e., SE Leg)	Height on Tower at Base of Antenna	Beam Path Width (degree)	Beam Path Length (miles)	Azimuth (degrees)	Tilt (deg.)
8'	W	136'				
6'	W	83'				

8. Name of Location beam goes to:

Link to Cushman Stand Pipes

9. Additional Information:

9a. Check all that apply for cellular technology: Please note type of service, transmission technology and caller capacity of the equipment.

AMPS	CDMA (IS-95A)	TDMA	GSM	iDEN	UTMS
	CDMA(1S- 95B)	IS-54	GSM w/ AMR	1XRTT	EDGE
	CDMA2000 1X	IS-136	GSM FFR w/AMR	1xEV	GPRS
Other (please specify)					

10. Lease Summary Information:

Lease Number: _____

Total Number of Radio Units: _____

Total Square Feet of Floor Space used: _____ In DNR buildings only

Number of Subscribers: _____ (for cable TV only)

Lessee or Technician Signature: _____ Date: _____

Print Name: _____

1. Lessee Information:

Lessee Name: Tacoma Public Utilities	Name: John Zwosta
Address: 3628 South 35th St, Tacoma WA 3628 South 35th St, Tacoma WA	Address: 3628 South 35th St, Tacoma WA 98409
Phone: 253-502-8600	Phone: 253-502-8037
	Emergency Phone: 253-441-4477 opt 1
	Email: jzwosta@cityoftacoma.org

2. Chief Engineer or Service Provider Info:**3. Premises Information:**

Site Name:	Capitol Peak
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Location at site: (Site or building name):	TPU Building - SW area
Latitude and Longitude: (at center of tower)	N46-58-22.3, W123-08-17.5
Elevation of site: (at center of tower)	2660

4. Equipment:

a. FCC/NTIA Call Sign	KCU52
b. Date FCC License Issued:	2-17-62
c. Equipment Manufacturer:	Nokia
d. Model Number:	PDR-8500
e. Class of Service (FCC Symbol):	FXO
f. Type of Emission (FCC Symbol):	10MOD7W
g. Effective Radiated Power (Watts)	13803 watts 71.40dbm
h. Transmit output power (watts):	.7
i. CTCSS control tone (Hz):	NA
j. Type of unit, i.e., microwave, cellular, WLAN, paging, etc.	microwave
(For cell, also fill out 9. a. below)	
k. Is power on continuously?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
l. If amateur radio operator, is this unit:	<input type="checkbox"/> Voice <input type="checkbox"/> Packet

5. Units (Transmitter only or Transmitter/Receiver):

Complete for all leases

Transmit Freq. (MHZ)	Receive Freq. (MHZ)	Channels- please indicate number and type -analog, digital, etc)
6845	6685	

6. Pole (Stick) Antennas

Length (feet)	Location on Tower (i.e., SE Leg)	Height on Tower at Base of Antenna

7. Dish Antennas

Diameter (feet)	Location on Tower (i.e., SE Leg)	Height on Tower at Base of Antenna	Beam Path Width (degree)	Beam Path Length (miles)	Azimuth (degrees)	Tilt (deg.)
8'	W	57'				
6'	W	15'				

8. Name of Location beam goes to:

Link to Mayfield Hill

9. Additional Information:

9a. Check all that apply for cellular technology: Please note type of service, transmission technology and caller capacity of the equipment.

AMPS	CDMA (IS-95A)	TDMA	GSM	iDEN	UTMS
	CDMA (IS- 95B)	IS-54	GSM w/ AMR	1XRTT	EDGE
	CDMA2000 1X	IS-136	GSM FFR w/AMR	1xEV	GPRS
Other (please specify)					

10. Lease Summary Information:

Lease Number: _____

Total Number of Radio Units: _____

Total Square Feet of Floor Space used: _____ In DNR buildings only

Number of Subscribers: _____ (for cable TV only)

Lessee or Technician Signature: _____ Date: _____

Print Name: _____

1. Lessee Information:

Lessee Name: Tacoma Public Utilities	Name: John Zwosta
Address: 3628 South 35th St, Tacoma WA 3628 South 35th St, Tacoma WA	Address: 3628 South 35th St, Tacoma WA 98409
Phone: 253-502-8600	Phone: 253-502-8037 Emergency Phone: 253-441-4477 opt 1
	Email: jzwosta@cityoftacoma.org

3. Premises Information:

Site Name:	Capitol Peak
DNR Lease Number:	52-069407
Location at site: (Site or building name):	TPU Building - SW area
Latitude and Longitude: (at center of tower)	N46-58-22.3, W123-08-17.5
Elevation of site: (at center of tower)	2660

4. Equipment:

a. FCC/NTIA Call Sign	KCU52
b. Date FCC License Issued:	2-17-62
c. Equipment Manufacturer:	Nokia
d. Model Number:	PDR-8500
e. Class of Service (FCC Symbol):	FXO
f. Type of Emission (FCC Symbol):	30MOD7W
g. Effective Radiated Power (Watts)	16982 watts 72.30dbm
h. Transmit output power (watts):	.7
i. CTCSS control tone (Hz):	NA
j. Type of unit, i.e., microwave, cellular, WLAN, paging, etc. (For cell, also fill out 9. a. below)	microwave
k. Is power on continuously?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
l. If amateur radio operator, is this unit:	<input type="checkbox"/> Voice <input type="checkbox"/> Packet

5. Units (Transmitter only or Transmitter/Receiver):

Complete for all leases

Transmit Freq.(MHZ)	Receive Freq. (MHZ)	Channels- please indicate number and type -analog, digital, etc)
6345.49	6063.80	

6. Pole (Stick) Antennas

Length (feet)	Location on Tower (i.e., SE Leg)	Height on Tower at Base of Antenna

7. Dish Antennas

Diameter (feet)	Location on Tower (i.e., SE Leg)	Height on Tower at Base of Antenna	Beam Path Width (degree)	Beam Path Length (miles)	Azimuth (degrees)	Tilt (deg.)
8'	W	57'				
6'	W	15'				

8. Name of Location beam goes to:

Link to SW Substation

9. Additional Information:

9a. Check all that apply for cellular technology: Please note type of service, transmission technology and caller capacity of the equipment.

AMPS	CDMA (IS-95A)	TDMA	GSM	iDEN	UTMS
	CDMA(IS- 95B)	IS-54	GSM w/ AMR	1XRTT	EDGE
	CDMA2000 1X	IS-136	GSM FFR w/AMR	1xEV	GPRS
Other (please specify)					

10. Lease Summary Information:

Lease Number: _____

Total Number of Radio Units: _____

Total Square Feet of Floor Space used: _____ In DNR buildings only

Number of Subscribers: _____ (for cable TV only)

Lessee or Technician Signature: _____ Date: _____

Print Name: _____

1. Lessee Information:

Lessee Name: Tacoma Public Utilities	Name: John Zwosta
Address: 3628 South 35th St, Tacoma WA 3628 South 35th St, Tacoma WA	Address: 3628 South 35th St, Tacoma WA 98409
Phone: 253-502-8600	Phone: 253-502-8037
	Emergency Phone: 253-441-4477 opt 1
	Email: jzwosta@cityoftacoma.org

2. Chief Engineer or Service Provider Info:

3. Premises Information:

Site Name:	Capitol Peak
DNR Lease Number:	52-069407
Location at site: (Site or building name):	TPU Building - SW area
Latitude and Longitude: (at center of tower)	N46-58-22.3, W123-08-17.5
Elevation of site: (at center of tower)	2660

4. Equipment:

a. FCC/NTIA Call Sign	WQJE965
b. Date FCC License Issued:	2-17-62
c. Equipment Manufacturer:	Motorola
d. Model Number:	GTR-8000
e. Class of Service (FCC Symbol):	FB2
f. Type of Emission (FCC Symbol):	11K0F3E
g. Effective Radiated Power (Watts)	180
h. Transmit output power (watts):	100
i. CTCSS control tone (Hz):	NA
j. Type of unit, i.e., microwave, cellular, WLAN, paging, etc.	LMR
(For cell, also fill out 9. a. below)	
k. Is power on continuously?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
l. If amateur radio operator, is this unit:	<input type="checkbox"/> Voice <input type="checkbox"/> Packet

5. Units (Transmitter only or Transmitter/Receiver):

Complete for all leases

Transmit Freq.(MHZ)	Receive Freq. (MHZ)	Channels- please indicate number and type -analog, digital, etc)
159.57	153.335	analog

6. Pole (Stick) Antennas

Length (feet)	Location on Tower (i.e., SE Leg)	Height on Tower at Base of Antenna
21'	45'	

7. Dish Antennas

Diameter (feet)	Location on Tower (i.e., SE Leg)	Height on Tower at Base of Antenna	Beam Path Width (degree)	Beam Path Length (miles)	Azimuth (degrees)	Tilt (deg.)

8. Name of Location beam goes to:

9. Additional Information:

9a. Check all that apply for cellular technology: Please note type of service, transmission technology and caller capacity of the equipment.

AMPS	CDMA (IS-95A)	TDMA	GSM	iDEN	UTMS
	CDMA (IS- 95B)	IS-54	GSM w/ AMR	1XRTT	EDGE
	CDMA2000 1X	IS-136	GSM FFR w/AMR	1xEV	GPRS
Other (please specify)					

10. Lease Summary Information:

Lease Number: _____

Total Number of Radio Units: _____

Total Square Feet of Floor Space used: _____ In DNR buildings only

Number of Subscribers: _____ (for cable TV only)

Lessee or Technician Signature: _____ Date: _____

Print Name: _____

1. Lessee Information:

Lessee Name: Tacoma Public Utilities	Name: John Zwosta
Address: 3628 South 35th St, Tacoma WA 3628 South 35th St, Tacoma WA	Address: 3628 South 35th St, Tacoma WA 98409
Phone: 253-502-8600	Phone: 253-502-8037
	Emergency Phone: 253-441-4477 opt 1
	Email: jzwosta@cityoftacoma.org

2. Chief Engineer or Service Provider Info:

3. Premises Information:

Site Name:	Capitol Peak
DNR Lease Number:	52-069407
Location at site: (Site or building name):	TPU Building - SW area
Latitude and Longitude: (at center of tower)	N46-58-22.3, W123-08-17.5
Elevation of site: (at center of tower)	2660

4. Equipment:

a. FCC/NTIA Call Sign	WRXL461
b. Date FCC License Issued:	2-17-62
c. Equipment Manufacturer:	Motorola
d. Model Number:	GTR-8000
e. Class of Service (FCC Symbol):	FB2
f. Type of Emission (FCC Symbol):	8K70D1W, 9K80D7W
g. Effective Radiated Power (Watts)	11.2
h. Transmit output power (watts):	5
i. CTCSS control tone (Hz):	NA
j. Type of unit, i.e., microwave, cellular, WLAN, paging, etc. (For cell, also fill out 9. a. below)	LMR
k. Is power on continuously?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
l. If amateur radio operator, is this unit:	<input type="checkbox"/> Voice <input type="checkbox"/> Packet

5. Units (Transmitter only or Transmitter/Receiver):

Complete for all leases

Transmit Freq.(MHZ)	Receive Freq. (MHZ)	Channels- please indicate number and type -analog, digital, etc)
150.83	153.215	digital

6. Pole (Stick) Antennas

Length (feet)	Location on Tower (i.e., SE Leg)	Height on Tower at Base of Antenna
21'	45'	

7. Dish Antennas

Diameter (feet)	Location on Tower (i.e., SE Leg)	Height on Tower at Base of Antenna	Beam Path Width (degree)	Beam Path Length (miles)	Azimuth (degrees)	Tilt (deg.)

8. Name of Location beam goes to:

9. Additional Information:

9a. Check all that apply for cellular technology: Please note type of service, transmission technology and caller capacity of the equipment.

AMPS	CDMA (IS-95A)	TDMA	GSM	iDEN	UTMS
	CDMA (IS- 95B)	IS-54	GSM w/ AMR	1XRTT	EDGE
	CDMA2000 1X	IS-136	GSM FFR w/AMR	1xEV	GPRS
Other (please specify)					

10. Lease Summary Information:

Lease Number: _____

Total Number of Radio Units: _____

Total Square Feet of Floor Space used: _____ In DNR buildings only

Number of Subscribers: _____ (for cable TV only)

Lessee or Technician Signature: _____ Date: _____

Print Name: _____

1. Lessee Information:

Lessee Name: Tacoma Public Utilities	Name: John Zwosta
Address: 3628 South 35th St, Tacoma WA 3628 South 35th St, Tacoma WA	Address: 3628 South 35th St, Tacoma WA 98409
Phone: 253-502-8600	Phone: 253-502-8037
	Emergency Phone: 253-441-4477 opt 1
	Email: jzwosta@cityoftacoma.org

2. Chief Engineer or Service Provider Info:**3. Premises Information:**

Site Name:	Capitol Peak
DNR Lease Number:	52-069407
Location at site: (Site or building name):	TPU Building - SW area
Latitude and Longitude: (at center of tower)	N46-58-22.3, W123-08-17.5
Elevation of site: (at center of tower)	2660

4. Equipment:

a. FCC/NTIA Call Sign	WRY489
b. Date FCC License Issued:	2-17-62
c. Equipment Manufacturer:	Motorola
d. Model Number:	GTR-8000
e. Class of Service (FCC Symbol):	FB
f. Type of Emission (FCC Symbol):	11K0F3E
g. Effective Radiated Power (Watts)	100
h. Transmit output power (watts):	75
i. CTCSS control tone (Hz):	NA
j. Type of unit, i.e., microwave, cellular, WLAN, paging, etc. (For cell, also fill out 9. a. below)	LMR
k. Is power on continuously?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
l. If amateur radio operator, is this unit:	<input type="checkbox"/> Voice <input type="checkbox"/> Packet

5. Units (Transmitter only or Transmitter/Receiver):

Complete for all leases

Transmit Freq. (MHZ)	Receive Freq. (MHZ)	Channels- please indicate number and type -analog, digital, etc)
150.83451.025	153.215	digital

6. Pole (Stick) Antennas

Length (feet)	Location on Tower (i.e., SE Leg)	Height on Tower at Base of Antenna
21'	45'	

7. Dish Antennas

Diameter (feet)	Location on Tower (i.e., SE Leg)	Height on Tower at Base of Antenna	Beam Path Width (degree)	Beam Path Length (miles)	Azimuth (degrees)	Tilt (deg.)

8. Name of Location beam goes to:**9. Additional Information:**

9a. Check all that apply for cellular technology: Please note type of service, transmission technology and caller capacity of the equipment.

AMPS	CDMA (IS-95A)	TDMA	GSM	iDEN	UTMS
	CDMA (IS- 95B)	IS-54	GSM w/ AMR	1XRTT	EDGE
	CDMA2000 1X	IS-136	GSM FFR w/AMR	1xEV	GPRS
Other (please specify)					

10. Lease Summary Information:

Lease Number: _____

Total Number of Radio Units: _____

Total Square Feet of Floor Space used: _____ In DNR buildings only

Number of Subscribers: _____ (for cable TV only)

Lessee or Technician Signature: _____ Date: _____

Print Name: _____

**EXHIBIT C
DEPARTMENT OF NATURAL RESOURCES
MINIMUM COMMUNICATION SITE STANDARDS**

1. State retains the right to inspect Lessee's equipment with 21 calendar days advance written notice to ensure compliance with site standards presently in effect or as may be amended. This clause shall not be construed as a duty to inspect.
2. Each transmitter at the site will be identified with the DNR document number, name of a person or service agency responsible for repairs, their telephone number, equipment receive frequency, and equipment transmit/receive tone frequencies.
3. All communications fixed transmitter installations shall employ isolators or alternative techniques meeting the same criteria, to minimize spurious radiation and intermodulation products. Additional filtering may be required according to frequency and interconnect devices as listed below. As the industry progresses, superior devices may be available and installed only with the written approval of State.
 - a. Transmitters in the 29.8 to 54 MHZ range shall have a low pass filter, band pass filter or cavity providing a minimum of 30 dB of attenuation removed 1.0 MHZ from the operating frequency.
 - b. Transmitters in the 66 to 88 MHZ range shall have at least 25 dB of isolation followed by a band pass cavity providing at least 20 dB of attenuation 1.0 MHZ removed from the operating frequency.
 - c. Transmitters in the 88 to 108 MHZ range operating at a power level of 350 watts or less shall have at least 25 dB of isolation followed by a band pass cavity providing at least 35 dB of attenuation 1.0 MHZ from the operating frequency.
 - d. Transmitters in the 88 to 108 MHZ range operating at a power level above 350 watts shall have a band pass cavity providing at least 25 dB of attenuation 1.4 MHZ from the operating frequency.
 - e. Transmitters in the 130 to 225 MHZ range shall have at least 50 dB of isolation followed by a low pass filter and a band pass cavity with a minimum of 15 dB of attenuation 1.0 MHZ removed from the operating frequency.
 - f. Transmitters in the 400 to 470 MHZ range shall have at least 50 dB of isolation followed by a low pass filter and a band pass cavity with a minimum of 15 dB of attenuation 2.0 MHZ removed from the operating frequency.

- g. Transmitters in the 806 to 990 MHZ range shall have at least 50 dB of isolation followed by a low pass filter or a band pass filter with a minimum of 15 dB of attenuation 10 MHZ removed from the operating frequency and 40 dB of attenuation at 20 MHZ. Where mixed services share a common site, series cavities need be incorporated.
4. Lessee shall comply with General Engineering Standards, including but not limited to the following:
 - a. A band pass cavity/filter or crystal filter is recommended at the input of all receivers. Its purpose is to protect against RF energy "off frequency" from mixing in a non-linear device such the first RF amplifier in a receiver, which can re-radiate causing interference.
 - b. The band reject duplexer (cross notch duplexer) may not be used without the use of cavities or isolators.
 - c. Single braid coax cable is prohibited. Double shielded cable must have over 98.5% shield coverage. Single braid cable with resistive terminations is acceptable ONLY as a fixed method for relative signal strength measurements.
 - d. Jacketed coaxial cable is required. Unjacketed transmission line of any type is prohibited.
 - e. Use of N, TNC, DIN or other types of constant impedance connector is preferred over a non-constant impedance type. Effort should be made to prevent the use of coax adaptors.
 - f. All equipment is to be grounded. Grounding is to be done with low impedance conductor to the station ground grid, preferably with flat copper or heavy braid. The "green wire" of the AC power plug is not an acceptable grounding point. All cables are to be grounded to the tower at the point where the cables leave the tower for the building entry.
 - g. Transmitting systems must be checked periodically, which includes the isolator, VSWR on the load port of the isolator and overall system insertion loss.
 - h. Bare metallic ties are prohibited for securing transmission lines to towers. In the case of large lines, use of stainless steel or galvanized hangers is permitted. Hardware capable of rusting and dissimilar metals is prohibited. Transmission lines are to be insulated from metallic structures and objects. It is the duty of the installation personnel to prevent "diode junctions" from taking place.

- i. All loose wire or metal objects are to be removed from the tower and site. Metal fencing should be vinyl coated.
- j. All equipment shall be licensed by FCC, or have a Radio Frequency Authorization from NTIA, (if required by the regulating agency) and be operated in full accordance with all applicable rules and regulations of the regulating agency. There shall be no modifications that violate "FCC Type Acceptance."
- k. Every effort should be made to protect the equipment from lightning damage. Feed-through lightning protectors shall be used on all coaxial cable connections to equipment enclosures. Gas, gap and MOV and Silicon Avalanche Diode (SAD) protectors shall be used in control, audio, telephone and power connections.
- l. Radios, equipment and batteries installed shall use support equipment that is braced, anchored and/or secured in a manner that prevents or reduces possible damage due to an earthquake.
- m. Installation personnel shall provide and install a water tight cable boot at the cable entry port when installing cables from the tower into the building.

5. Interference Policy Statement:

- a. In the event radio interference (RI) or physical interference occurs, all users of the site are required to participate in solving the problem by providing technical personnel and test equipment to locate the source of the specific problem. All equipment must be maintained in good working order and meet original manufacturers and FCC specification for reduction of transmitter spurious radiation. In the event radio interference (RI) occurs, and these standards are complied with, additional isolators, filters, cavities, etc., may be required to correct specific problems.
- b. Involved systems not in full compliance with these standards shall be required to comply immediately at their own expense.
- c. State has the right to require the offending transmitter owner/operator to finance the required corrections or equipment necessary to correct the problem.

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

- 7. These Communication Site Facility Standards are developed in conjunction with the Western Washington Cooperative Interference Committee (WWCIC) and the Department of Natural Resources, Radio Program.
- 8. For equipment using unlicensed frequencies:
 - a. All equipment shall be compliant with all FCC rules and regulations.
 - b. State has the right to require Lessee to provide additional interference protection devices for existing and new site users to reduce interference and accommodate site growth.
 - c. State has the right to require Lessee to reposition antennas on towers, add equipment shielding and reduce effective radiated power to reduce interference and accommodate site growth.
- 9. Electrical Standards in State Facilities:
 - a. Only assigned electrical outlets shall be used.
 - b. Additions or modifications shall not be made to any electrical distribution system without first securing State's written permission.
 - c. Access to the panelboard is provided for the circuit breaker to the user's assigned outlets.
 - d. Equipment and units shall have internal fusing to protect the supply circuit.
 - e. Cord connections for equipment and units shall have a ground wire and the attachment plugs shall have a "U" slot ground to provide a continuous ground from equipment to distribution panel.

EXHIBIT D
LESSEE-OWNED IMPROVEMENTS

140-foot self supporting tower
30' X 42' concrete equipment building
500 gallon diesel fuel tank and generator
Heat pump
Security fence

EXHIBIT E
STATE-OWNED IMPROVEMENTS

None.

EXHIBIT F HCP REQUIREMENTS

1. Lessee immediately notify State of new locations of Permit species covered in the Incidental Take permit (ITP) that are discovered within the leased Premises covered by the Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; and Oregon silverspot butterflies and additional stream reaches found to contain bull trout. In all circumstances notification must occur within a 24 hour time period.
2. Upon locating any live, dead, injured, or sick specimens of any listed species covered by the ITP within the leased Premises the Lessee shall immediately notify State. In all circumstances notification must occur within a 24 hour time period. Lessee may be required to take certain actions to help State safeguard the well-being of any live, injured or sick specimens of any listed species discovered, until the proper disposition of such specimens can be determined by State.
3. Lessee shall refer to ITP number TE812521-1 (a copy of the ITP is located for reference in the region office) in all correspondence and reports concerning Permit activities.
4. All applicable provisions of the ITP and this schedule must be presented and clearly explained by Lessee to all authorized officers, employees, contractors, or agents of Lessee conducting authorized activities on the Premises. Any questions Lessee may have about the ITP should be directed to State.

EXHIBIT G ENCUMBRANCE REPORT

Capitol Peak Communication Site



WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES RECORD SEARCH CAPITOL PEAK COMMUNICATION SITE RE-LEASE

Application No: 52-C69407
 Region: South Puget Sound
 County: Thurston
 Grantee: Tacoma Public Utilities
 Grantor: Washington State Department of Natural Resources (DNR)

Portions of:		Sec	Twp	Rge	Trust	GIS Parcel #
NW¼SW¼		12	17N	4W	State Forest Purchase (02)	7107

Site Encumbrances

Class	Number	Event	Expire Dt.	Grantee	Date Gtd.
ESE	50-003100	BEAMPATH	Indef.	Bonneville Power Administration	2/3/1936
ESE	50-003109	ROAD	Indef.	USA, Bonneville Power Administration	12/28/1955
ESE	50-038179	ROAD	Indef.	Pacific Northwest Bell Telephone Co	4/28/1975
ESE	50-040788	BRCABLE/ROAD	Indef.	Federal Aviation Administration	9/19/1978
ESE	50-070357	TRAIL	1/31/2047	DNR	4/13/1998
LSE	52-028638	COMMSITE/ROAD	Indef.	Washington State Patrol	11/1/1964
LSE	52-031017	COMMSITE/ROAD	Indef.	Oregon-Washington Railroad & Navigation Co - Union Pacific Railroad Co	7/1/1966
LSE	52-033449	COMMSITE/ROAD	Indef.	Thurston County	4/8/1969
LSE	52-035062	COMMSITE/ROAD	Indef.	University of Washington	1/1/1974
LSE	52-088591	COMMSITE	Indef.	DNR Radio Operations Program	8/29/2012
LSE	52-A80947	COMMSITE	4/14/2031	Grays Harbor County	4/15/2021
LSE	52-A84664	COMMSITE	7/31/2032	Northwest Rock 'N' Roll Preservation Society	8/1/2020
LSE	52-A84973	COMMSITE	11/30/2031	Western Washington Repeater Group	12/1/2021
LSE	52-A87937	COMMSITE	11/14/2031	LeMay Pacific Disposal	11/15/2021
LSE	52-B41296	COMMSITE	12/31/2026	Sinclair Media of Seattle, LLC d/b/a KOMO TV	1/1/2017
LSE	52-B46424	COMMSITE	3/27/2029	Bates Technical College dba KBTC	3/28/2019
LSE	52-B68968	COMMSITE	6/30/2025	Washington State Patrol	7/1/2010
LSE	52-B69407	COMMSITE	6/30/2025	City of Tacoma, Tacoma Public Utilities	8/1/2013

Page 1 of 2

Capitol Peak Communication Site

LSE	52-B72122	COMMSITE	6/9/2031	Capitol Peak Repeater Group	6/10/2021
LSE	52-B72150	COMMSITE	6/29/2030	King Broadcasting Co.	6/30/2020
LSE	52-C37651	COMMSITE	9/30/2036	Pinnacle Towers, LLC	10/1/2021
LSE	52-C70397	COMMSITE	4/16/2031	KIRO-TV, Inc.	4/15/2021
WITHDR	54-057317	COMMSITE	Indef.	DNR	6/13/1951

Pending Site Applications

Class	Number	Event	Applicant	Proc. Date
LAND	02-095716	SALE	DNR	5/22/2017
TBS	30-107256	TIMBER	Platinum	5/20/2024
LSE	52-102866	COMMSITE	General Services Administration (GSA)	11/2/2021
LSE	52-A35062	COMMSITE	University of Washington	10/13/2017
LSE	52-A92613	COMMSITE	Iglesia Pentecostal Visperia Del Fin	10/13/2017
LSE	52-C68968	COMMSITE	Washington State Patrol	7/8/2021
LSE	52-D70581	COMMSITE	T-Mobile West Corporation	10/13/2017
LSE	60-103191	LUL	University of Washington	2/17/2022

Region Site Encumbrances

Class	Number	Event	Expire Dt	Grantee	Date Gtd
LSE	35-SPSTC01	Minor Forest Products	Indef.	DNR - South Puget Sound Region	1/1/2015
LSE	35-SPSTHCO	Minor Forest Products	Indef.	DNR - South Puget Sound Region	1/1/2024

Access Route Encumbrances

Class	Number	Event	Expire Dt.	Grantor	Date Gtd.
ESE	55-002155	ROAD	Indef.	Weyerhaeuser Company	1/10/1986
ESE	55-002647	BRPOWER/BRCOMM	Indef.	Weyerhaeuser Company	10/16/1996
ESE	55-090942	ROAD	Indef.	Weyerhaeuser Company	6/17/2015

No Pending Access Route Applications of Record

Special Notations

Located within the Medicine Creek Treaty area. Intergovernmental agreements for vehicle access with Squaxin Island Tribe, Puyallup Tribe, Muckleshoot Tribe, and Nisqually Indian Tribe.

Title Examiner: Matthew Mobley

Date: November 25, 2024

Prepared by: JG Date: December 4, 2024