



RESOLUTION NO. U-11562

1 A RESOLUTION relating to the Department of Public Utilities, Water Division,
2 authorizing the execution of a 15-year lease for the existing microwave
3 communication site known as Grass Mountain, located in King County,
4 Washington.

5 WHEREAS Department of Public Utilities, Water Division ("Tacoma
6 Water") has had a presence at the Grass Mountain site for several decades,
7 and

8 WHEREAS the current lease at the was entered into in November 2009
9 and terminates in November 2025, and

10 WHEREAS Tacoma Water entered into this lease with the Department of
11 Natural Resources ("DNR") to maintain crucial communications between the
12 TPU campus and the Green River Filtration Facility, and

13 WHEREAS the communication equipment at Grass Mountain transfers
14 operation data, corporate connectivity, and security information between the
15 two locations, and

16 WHEREAS this request will establish a new 15-year lease from
17 November 2025 through October 2040; Now, therefore,

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

19 That Tacoma Water's request to execute a 15-year lease with the
20 Washington State Department of Natural Resources with Tacoma Water for the
21 existing microwave communication site known as Grass Mountain is approved,
22 and the proper officers of the City of Tacoma are authorized to execute said
23 lease and all other necessary and convenient documents, substantially in the
24
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26



1 same form as on file with the Clerk of the Board and/or as approved by the City
2 Attorney's Office.

3 Approved as to form:

4 _____
5 /s/
6 Chief Deputy City Attorney

Chair

Secretary

7 _____
Clerk

Adopted _____

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Board Action Memorandum

TO: Jackie Flowers, Director of Utilities
COPY: Charleen Jacobs, Director and Board Offices
FROM: Karen Hedlund PE, Water Electrical and Control Systems
MEETING DATE: October 8, 2025
DATE: September 22, 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.

- | | |
|--|--|
| ☐ GP1 – Diversity, Equity, Inclusion, Belonging | ☒ GP7 – Reliability & Resiliency |
| ☐ GP2 – Financial Sustainability | ☐ GP9 – Economic Development |
| ☐ GP3 – Rates | ☐ GP10 – Government Relations |
| ☐ GP4 – Stakeholder Engagement | ☐ GP12 – Employee Relations |
| ☐ GP5 – Environmental Sustainability | ☐ GP13 – Customer Service |
| ☐ GP6 – Innovation | ☐ GP14 – Resource Planning |

SUMMARY: Tacoma Water is requesting authorization for a lease from the Washington State Department of Natural Resources (DNR), Olympia, WA, for a 15-year lease for the existing microwave communication site known as Grass Mountain located in King County, WA.

BACKGROUND: Tacoma Water has had a presence at the Grass Mountain site for several decades. The current lease was entered into in November 2009 and terminates in November 2025. Tacoma Water entered into this lease with the DNR to maintain crucial communications between the TPU campus and the Green River Filtration Facility. The communication equipment at Grass Mountain transfers operational data, corporate connectivity, and security information between the two locations. This request will establish a new 15-year lease from November 2025 through October 2040.

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes

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

N/A

IF THE ACTION REQUESTED IS APPROVAL OF A CONTRACT, INCLUDE LANGUAGE IN RESOLUTION AUTHORIZING \$200,000 INCREASE IN ADMINISTRATIVE AUTHORITY TO DIRECTOR? No

ATTACHMENTS: Communication Site Facility Lease - Grass Mountain Agreement No. 52-B68663

CONTACT:

Primary Contact: Karen Hedlund PE, Water Electrical and Control Systems, 253-502-8318
Supervisor's Name: Stuart Vaughan PE, Planning and Engineering Division Manager, 253-396-3124



COMMUNICATION SITE FACILITY LEASE

Agreement No. 52-B68663

Lessee's Reference No. Grass Mountain

THIS LEASE ("Lease") is between the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, hereinafter called the "State", and the City of Tacoma, a municipality of the State of Washington hereinafter called the "Lessee".

SECTION 1 PREMISES

1.01 Premises. State leases to Lessee and Lessee leases from State space for equipment on an existing State-owned communications tower ("Tower"), as described on **Exhibit A-1**, and within a State-owned building ("Building") as described on **Exhibit A-1** and depicted on **Exhibit A-2**, each attached hereto and incorporated herein (collectively, the "Premises") and located on the real property owned by State and described on **Exhibit A-3**, attached hereto and incorporated herein ("State Land"). By taking possession of the Premises, Lessee accepts the Premises in the condition existing as of the Commencement Date. State makes no warranty with respect to the condition of the Premises, the Tower, the Building, or the State Land and State shall not be liable for any defect therein.

1.02 Feed Line. Lessee is authorized to use an area connecting Lessee's Premises on the Tower to Lessee's Premises within the Building of reasonable size and length to accommodate a feed line ("Feed Line Area"), provided that Lessee shall not install Lessee's feed line in a location that interferes with any other authorized use of the Tower or Building. In the event that Lessee receives written or verbal notification from State at any time that interference with another use has occurred, Lessee shall relocate its feed line to eliminate any such interference within ten (10) days of such notice and the new location of Lessee's feed line shall be the "Feed Line Area."

1.03 Access. 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-4** ("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.

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

SECTION 2 TERM

2.01 Term. The term of this Lease is for Fifteen (15) years. The Lease shall commence on November 1, 2025 ("Commencement Date") and end on October 31, 2040, unless sooner canceled or terminated as provided herein or by separate agreement of State and Lessee ("Termination Date").

2.02 Non-Default Termination. Lessee or State may terminate this Lease upon one hundred and eighty (180) days written notice to the other party, provided Lessee may only terminate early if Lessee has fulfilled the requirements of Section 9.05 of this Lease and otherwise satisfied all outstanding obligations under this Lease. In the event State terminates the Lease as authorized in this subsection, Rent (as defined below) shall be prorated to the Termination Date.

2.03 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. 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.

SECTION 3 USE OF PREMISES

3.01 Permitted Use. Lessee shall have non-exclusive use of the Premises (subject to State's reservations as set forth below) to install, maintain, repair, and operate electronic equipment as described in approved and signed technical data sheet(s), attached as **Exhibit B** ("Technical Data Sheets"). Lessee shall also have non-exclusive use of the Feed Line Area to install, maintain, repair, and operate a feed line, subject to relocation requirements set forth in Section 1.02. New or amended Technical Data Sheets may be added to **Exhibit B** upon written approval by State and otherwise in accordance with Sections 9.01 through 9.03 below. Lessee shall have non-exclusive use of the Road Access Area for access to and from the Premises and Feed Line Area for the purposes permitted by this Lease.

3.02 Reservation by State. Lessee shall permit State and persons authorized by State to enter the Premises during business hours and at all other reasonable times for the purpose of inspecting the installations, equipment or units. This clause shall not be construed to impose on State a duty to inspect.

3.03 No Warranty of Non-interference. Lessee acknowledges that State has entered into leases with other tenants for the purposes of transmitting and receiving telecommunication signals from State Land, the Building, the Tower, and the Feed Line Area. State is not, however, in any way responsible or liable for any interference with Lessee's use of the Premises, the Building, the Tower, or the Feed Line Area that may be caused by the use and operation of any other equipment, even if caused by new technology, and 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**.

SECTION 4 PAYMENT

4.01 Payment. Payments made hereunder will be as follows:

1. Rent. Lessee shall pay within thirty (30) days of the Commencement Date (as defined below) the rent of SIXTEEN THOUSAND FOUR HUNDRED FIFTY SEVEN AND 00/100 DOLLARS (\$16,457.00) for the first year of occupancy, and SIXTEEN THOUSAND FOUR HUNDRED FIFTY SEVEN AND 00/100 DOLLARS (\$16,457.00) annually on November 1 thereafter for the remaining term of this Lease, subject to adjustment as set forth in Section 4.02 (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 ONE THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$1,600.00) for the period of November 1, 2025, and ONE THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$1,600.00) annually on November 1 thereafter ("Road Use Fee") for the remaining term of this Lease, subject to adjustment as set forth in Section 4.02.

4. Power Service Fee. The Lessee shall pay in advance the required power service fee of FIVE HUNDRED EIGHTY-EIGHT AND 00/100 DOLLARS (\$588.00) for the period of November 1, 2025, to October 31, 2026, and FIVE HUNDRED EIGHTY-EIGHT AND 00/100 DOLLARS (\$588.00) annually on November 1 thereafter for the remaining term of this Lease. The power service fee may be annually adjusted by the State.

4.02 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 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, subject to the provisions of Sections 9.01 through 9.03 below.

4.03 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.

4.04 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.

4.05 Taxes. Lessee shall pay all real and personal taxes imposed on the Premises and any of Lessee's Equipment thereon during the term of this Lease.

4.06 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.

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

4.08 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.

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

SECTION 5 SPECIAL REQUIREMENTS

5.01 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** and shall notify Lessee in writing of any such amendments. Lessee shall be informed of such amendments and shall comply with such amendments within six (6) months after receipt of such written notice.

5.02 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.

5.03 Frequency Interference. Lessee, upon written or verbal notification by State, shall immediately take remedial action to eliminate interference with other operators within the Building, on the Tower, on the State Land, or at nearby locations, caused by Lessee's operations. In the event Lessee fails to eliminate the interference within forty-eight (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 Tacoma Public Utilities at (253) 502-8600. Lessee hereby waives any claims that may arise out of State disconnecting power as provided in this Section.

In the event Lessee's operations continue to cause interference with other operators within the Building, on the Tower, on State Land, or at nearby locations, State reserves the right to designate placement or relocation of Lessee's antennas, equipment and units on the Tower and within the Building. Lessee shall make such placements or relocations at its expense.

5.04 New Equipment/Frequencies. Lessee shall not change or add frequencies, equipment or units to the Premises or the Feed Line Area, except as provided in Sections 9.01 through 9.03 below.

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

5.06 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.

5.07 Hazardous, Toxic, or Harmful Substances.

1. Presence and Use of Hazardous, Toxic, or Harmful Substances.

a. Lessee shall not keep on or about the Premises, the Tower, or the State Land, 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 Section 3.01 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, the Tower, or the State Land;
- (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, the Tower, or the State Land;
- (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.

2. Cleanup Costs and Indemnification. 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, contractors, subcontractors, licensees, or invitees and for any other breach of this Section 5.07. Lessee's obligations under this Section 5.07 shall survive termination of this Lease.

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

SECTION 6 ASSIGNMENT, INSURANCE, INDEMNITY

6.01 Assignment. Lessee shall not hypothecate, mortgage, assign, transfer, sublease, or otherwise alienate this Lease ("Assignment"), or any interest therein, without the prior written consent of State, which consent shall be at the sole discretion of State. 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.

6.02 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 fourteen (14) days of the effective date of the change. Lessee may contact State's South Puget Sound Region office in Enumclaw, Washington for a list of acceptable documentation.

6.03 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 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 5.07, Hazardous Substances.

6.04 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 contractors, agents, employees, guests, or invitees ("Permittees") as additional insureds under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each Permittee. Lessee shall make sure that all Permittees 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.
- (3) 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:

- (a) 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.
- (4) 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.

6.05 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 \$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 \$1,000,000 each accident for bodily injury by accident or \$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 \$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.

6.06 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 6, 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 7 DEFAULT

7.01 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 thirty (30) days after receipt of the notice.

7.02 Remedies Cumulative. The specified remedies to which State 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 may lawfully be entitled in case of any breach or threatened breach by State of any provision of this Lease.

7.03 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 8 ACCESS ROADS AND ROAD MAINTENANCE

8.01 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.
- (2) In the event of a catastrophe, or the need for extraordinary road maintenance or repair, Lessee shall pay its pro rata share of the cost incurred in maintaining, repairing, or resurfacing said road or portion thereof, as determined by 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").
- (3) In the event Lessee's pro rata share of the costs exceeds the Max Fee and Lessee does not waive the Max Fee limitation, 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 inability to access the Premises.

8.02 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.

8.03 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.

8.04 Insurance. The provisions under Section 6 Insurance/Indemnity, shall apply to Lessee's use of roads authorized herein.

SECTION 9 EQUIPMENT

9.01 Permitted Equipment. Lessee shall not change or add frequencies, equipment, or units (collectively, "Equipment") to the Premises or the Feed Line Area without submitting new or amended Technical Data Sheets for State's prior written approval. State may require a tower load study to be conducted at Lessee's expense prior to approving an Equipment change. 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 7 Default, or to authorize the Equipment to remain subject to the rent provisions set forth in Section 9.02 below. When Lessee changes or adds frequencies, upon written approval by State, the priority rights for the new frequencies will be according to the date of approval shown on the new approved Technical Data Sheet. New Equipment shall not interfere electronically or physically with the operations of any of State's existing lessees.

9.02 Unauthorized Equipment. If State allows unauthorized Equipment to remain on the Premises in accordance with Section 9.01, Lessee shall be liable to pay State double rent for each previously unauthorized Equipment 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 Equipment, Lessee shall be liable for single Rent for such Equipment 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.

9.03 Updates to Technical Data Sheets. Within sixty (60) days of State's acceptance of any changed or added Equipment to the Premises under Sections 9.01 or 9.02 above, Lessee and State shall execute an amendment to this Lease to update the Technical Data Sheets included as **Exhibit B**.

9.04 Minor Modifications Authorized. Lessee may make minor modifications to Equipment that would not require updates to the Technical Data Sheets as it deems necessary without obtaining State's written consent, subject to Lessee obtaining all necessary permits and approvals from applicable authorities for any such minor modifications. Examples of minor modifications to Equipment include the insignificant upgrade, comparable replacement, necessary maintenance, repair, or removal of any Equipment, and other similar work located solely within the Premises.

9.05 End of Term. All Equipment and other personal property and trade fixtures owned by Lessee, including without limitation any antennas, mounting hardware, cables, cable housing, radio units, batteries, and duplexers located on the Premises, within the Feed Line Area, or anywhere else on the Tower, within the Building, or on the State Land (collectively, "Personal Property") shall be removed from the Premises by the Termination Date unless Lessee and State otherwise agree in writing. For any Personal Property left on the Premises, on the Tower, within the Building, within the Feed Line Area, or on the State Land after the Termination Date, State shall have the right, at its option, to (i) deem any or all of such Personal Property abandoned and take ownership thereof; or (ii) remove, sell or dispose of such Personal Property as State sees fit, in accordance with all applicable laws. If State chooses to remove any or all of the Personal Property 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. On the Termination Date, Lessee shall leave its Premises within the Building in broom clean condition and shall leave the Premises in the same condition as received except for ordinary wear and tear and shall deliver all keys to the Premises to State.

SECTION 10 MISCELLANEOUS

10.01 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.

10.02 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 5.07, 6.03, and 10.05. Venue for resolving such disputes shall be in Thurston County Superior Court.

10.03 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. If any provision of this Lease shall prove to be invalid, void or illegal, it shall in no way affect, impair or invalidate any other provision hereof.

10.04 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 this Lease.

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

10.06 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.

10.07 Condemnation. If all or a material part of the Premises is taken by any public authority under the power of eminent domain 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 by notice to the other given not later than thirty (30) days after possession is so taken, and this Lease shall terminate and be of no further force and effect as of the later of thirty (30) days after said notice or the date possession is taken. All damages awarded for the taking or damaging of all or any part of the Premises shall belong to and become the property of State provided that Lessee shall be entitled to bring a separate action on its own behalf to recover the value of its Equipment and its moving and business dislocation expenses.

10.08 Damage or Destruction of Site. If the Premises is destroyed or damaged, either party may elect to terminate this Lease effective as of the day of the damage or destruction by notice to the other given not later than thirty (30) days following such date. This provision includes the damage or destruction of the Tower and the Building, which State shall not be required to replace.

10.09 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.

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

10.11 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.

10.12 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 States 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 and all persons acting under Lessee shall comply with the terms and conditions set forth in **Exhibit D** while operating on the Premises, the Tower, within the Building, and on the State Land.

List of Exhibits

Exhibit A-1	Description of the Premises
Exhibit A-2	Depiction of the State-Owned Building
Exhibit A-3	Legal Description of the State Land
Exhibit A-4	Road Access Area Map
Exhibit B	Technical Data Sheets
Exhibit C	Minimum Communication Site Standards
Exhibit D	HCP Requirements
Exhibit E	Title and Records Search

City of Tacoma, Tacoma Public Utilities

Signed this _____ day of _____, 20__.

SIGNER'S NAME, Signer's Title

Address: 3628 S 35th St,
Tacoma, WA 98409-3192

Phone: (253) 502-8873

STATE OF WASHINGTON DEPARTMENT
OF NATURAL RESOURCES

Signed this _____ day of _____, 20__.



SIGNER'S NAME

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

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

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that before me personally appeared _____ [name(s)] to me known to be the _____ [office(s) or title(s)] of _____, a _____ [tenant name and state of incorporation], and acknowledged the within and foregoing instrument to be the free and voluntary act and deed of said [entity type, e.g. corporation/limited liability company/municipality/etc.], for the uses and purposes therein mentioned, and on oath stated that **(he / she / they)** 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 _____
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)

Kelli Pinchak

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

(City of Tacoma use only - blank lines are intentional)

Director of Finance: _____

Deputy/City Attorney (approved as to form): _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

EXHIBIT A-1
DESCRIPTION OF PREMISES

Tower Premises: That portion as described on the Technical Data Sheets attached as **Exhibit B** of an existing State-owned tower commonly known as Grass Mountain and located at Latitude 47° 12' 14.4", Longitude 121° 47' 44.7" in King County, Washington and on the State Land described in **Exhibit A-3**.

Building Premises: That portion as described on the Technical Data Sheets, attached as **Exhibit B**, of that approximately 40 ft. x 30 ft. State-owned building, as depicted on **Exhibit A-2** and labeled "Room 1" and located on the State Land described in **Exhibit A-3**.

SITE MAP

(Not to Scale)

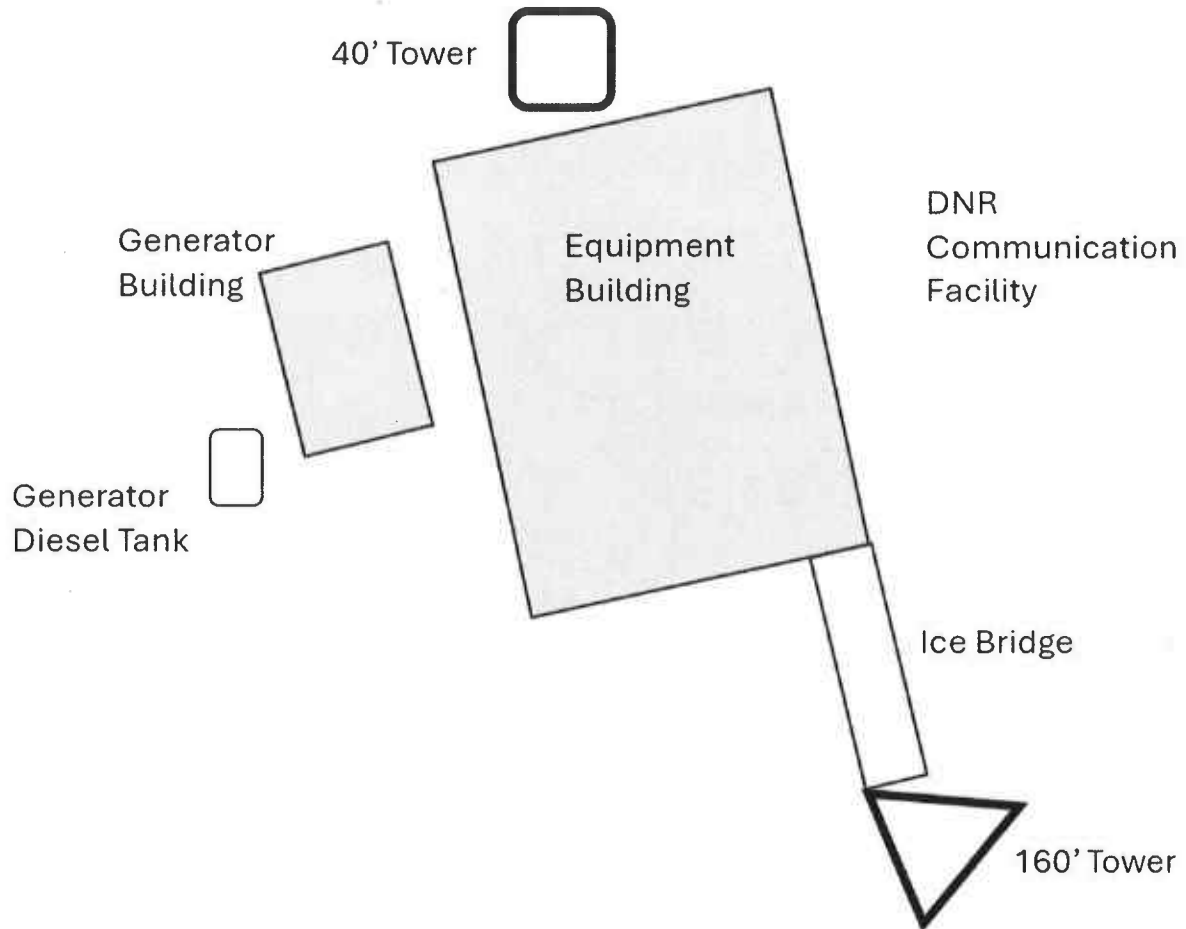


EXHIBIT A-2
DEPICTION OF STATE-OWNED BUILDING

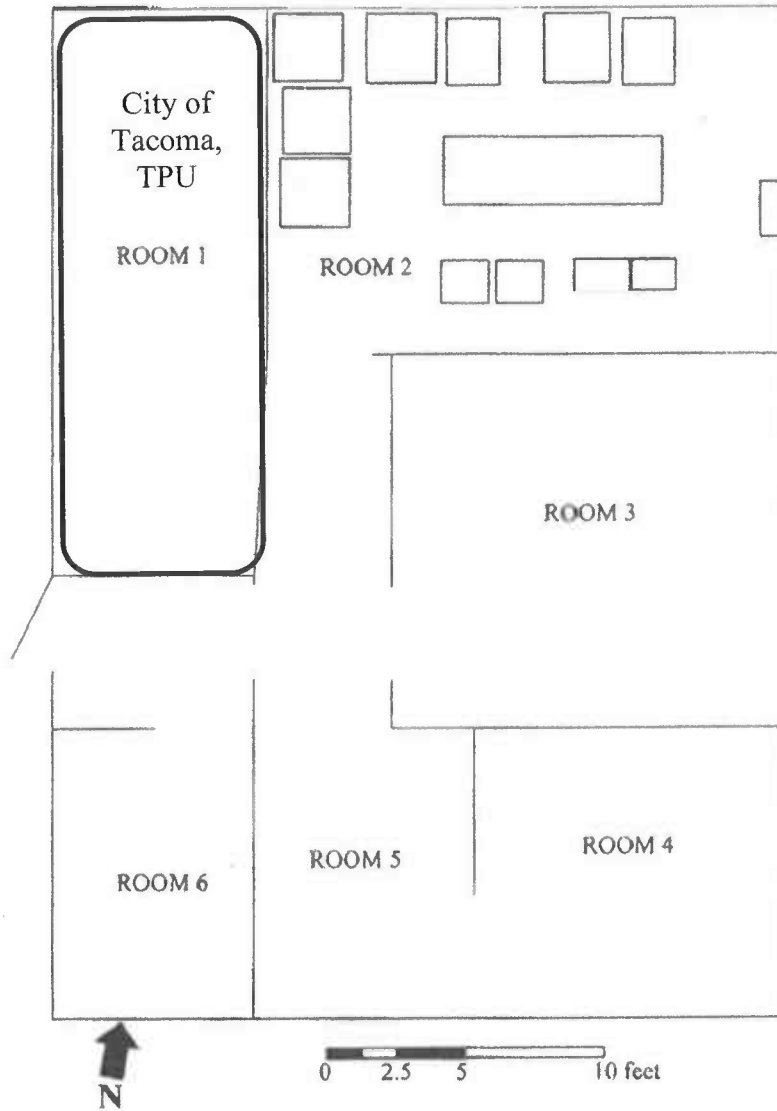
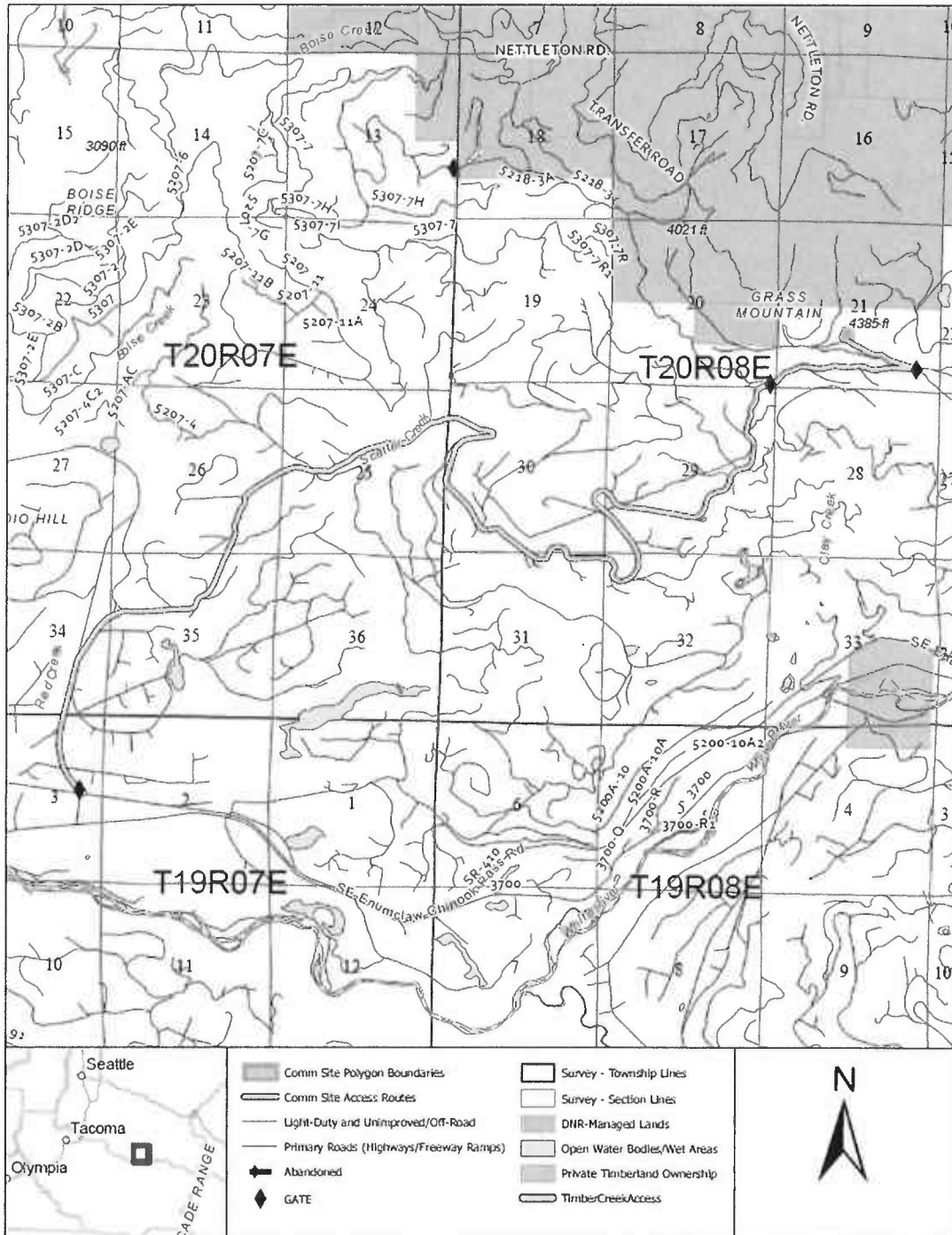


EXHIBIT A-3
LEGAL DESCRIPTION OF STATE LAND

That tract of land starting at a point 660 ft South of the center 1/4 corner of Section 21, T.20 N., R.8 E., W.M. and 200 ft West of the north/south centerline; thence South 400 ft.; thence West 400 ft.; thence North 400 ft.; thence East 400 ft. to the point of commencement; containing 3.7 acres more or less as per warranty deed dated 10 July 1936 as recorded in Volume 1735 of Deeds page 350.

EXHIBIT A-4 ROAD ACCESS AREA

Grass Mountain Communication Site Driving Map



5/21/2025 2:56 PM

EXHIBIT B TECHNICAL DATA SHEETS

TECHNICAL DATA SHEET
For Communication Sites – Existing VHF Radio
Please complete one data sheet for each unit

1. Lessee Information:	2. Chief Engineer or Service Provider Info:
Lessee Name: City of Tacoma, Tacoma Public Utilities	Name: Michael Duffy
Address: 3628 South 35 th Street, Tacoma, WA 98409	Address: 3628 South 35 th Street, Tacoma, WA 98409
Phone: (253) 502 - 8903	Phone: (253) 502-8903 Emergency Phone: (253) 405-7980 Email: mduffy@cityoftacoma.org
3. Premises Information:	
Site Name:	Grass Mountain
DNR Lease Number:	52-068663
Location at site: (Site or building name):	DNR Building. First room on the left, behind the main door. Next to electrical panels.
Latitude and Longitude: (at center of tower)	47°-12'-14.4"N & 121°-47'-44.7"W ☐ NAD27 or ☒ NAD83
Elevation of site: (at center of tower)	4378.2 feet

4. Equipment

a. FCC/NTIA Call Sign	WQYH892
b. Date FCC License Issued:	10-04-16
c. Equipment Manufacturer:	Motorola
d. Model Number:	GTR8000
e. Class of Service (FCC Symbol):	FB
f. Type of Emission (FCC Symbol):	11K0F3E
g. Effective Radiated Power (watts)	14
h. Transmit output power (watts):	110
i. CTCSS control tone (Hz):	N/A
j. Type of unit, i.e., microwave, cellular, WLAN, paging, etc. (For cell, also fill out 9. a. below)	LMR Radio Site
k. Is power on continuously?	☐ Yes ☒ No
l. If amateur radio operator, is this unit:	☐ Voice ☐ Packet ☒ N/A

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)
158.355	153.5975	1-Channel Analog Simulcast

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6. Dish Antennas

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

7. Pole (Stick) (or other type) Antennas

Length (feet)	Location on Tower (i.e., SE Leg)	Height on Tower at Base of Antenna
4	At the top of the SE leg of the small tower.	30 feet

8. Name of Location beam goes to: Omni

9. Additional Information:

2.5dB gain Omni VHF

9.a Circle 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: 52-068663

Total Square Feet of Floor Space used 2 racks and batteries

Number of Subscribers N/A (for cable tv only)

Lessee Signature _____ Date _____

DNR Signature _____ Date _____

TECHNICAL DATA SHEET
For Communication Sites – Proposed Microwave Radio System
Please complete one data sheet for each unit

1. Lessee Information:	2. Chief Engineer or Service Provider Info:
Lessee Name: City of Tacoma, Tacoma Public Utilities	Name: Michael Duffy
Address: 3628 South 35 th Street, Tacoma, WA 98409	Address: 3628 South 35 th Street, Tacoma, WA 98409
Phone: (253) 502 - 8903	Phone: (253) 502-8903 Emergency Phone: (253) 405-7980 Email: mduffy@cityoftacoma.org
3. Premises Information:	
Site Name:	Grass Mountain
DNR Lease Number:	52-068663
Location at site: (Site or building name):	Proposed to install microwave radio equipment in the same room with the existing VHF radio equipment.
Latitude and Longitude: (at center of tower)	47°-12'-14.4"N & 121°-47'-44.4"W ☐ NAD27 or ☒ NAD83
Elevation of site: (at center of tower)	4378.2 feet

4. Equipment

a. FCC/NTIA Call Sign	WQPG794
b. Date FCC License Issued:	02-15-22
c. Equipment Manufacturer:	Nokia
d. Model Number:	PDR9500
e. Class of Service (FCC Symbol):	MW
f. Type of Emission (FCC Symbol):	30MOD7W
g. Effective Radiated Power (watts)	67.3
h. Transmit output power (watts):	0.75
i. CTCSS control tone (Hz):	N/A
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?	☒ Yes ☐ No
l. If amateur radio operator, is this unit:	☐ Voice ☐ 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)
6063.8000V(15T)	6315.8400V(25T)	ADM
10795.0000V(3)	11285.0000V(3)	ADM

6. Dish Antennas

Diameter (feet)	Location on Tower (i.e., SE Leg)	Height on Tower at Base of Antenna	Beam Path Width	Beam Path Length	Azimuth	Tilt
8	W	135 ft - AGL	1.40 °	30.807 miles	275.278 °	-1.56 °
4	N / NE	75 ft - AGL	1.80 °	6.394 miles	14.352 °	-5.36 °

7. Pole (Stick) (or other type) Antennas

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

8. Name of Location beam goes to: J-Street Standpipe and East Wells at North Fork

9. Additional Information: ____ HP-8 6 GHz to J Street; HP-6 11 GHz to East Wells

9.a Circle 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: 52-068663

Total Square Feet of Floor Space used ____ 2 racks (2-Way), 25 sq feet ____

Number of Subscribers ____ (for cable tv only)

Lessee Signature _____ Date _____

DNR Signature _____ Date _____

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

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 E
Title and Records Search



WASHINGTON STATE DEPARTMENT OF

NATURAL RESOURCES

RECORD SEARCH

GRASS MOUNTAIN COMMUNICATION SITE

Application No: 52-B68663
Region: South Puget Sound
County: King
Grantee: City of Tacoma, Tacoma Public Utilities
Grantor: Washington State Department of Natural Resources (DNR)

Site

Portions of:	Sec	Twp	Rge	Trust	GIS Parcel #
NE¼SW¼	21	20N	8E	Common School (03)	501

Site Encumbrances

Class	Number	Event	Expire Dt.	Grantee	Date Gtd.
ESE	50-028421	OVPOWER	Indef.	Puget Sound Power & Light Company	3/1/1963
LSE	52-027951	COMMSITE	Indef.	USA-FAA	7/1/1962
LSE	52-035063	ROAD	Indef.	University of Washington	1/1/1973
LSE	52-039268	COMMSITE	Indef.	WSDOT	1/1/1976
LSE	52-079340	ROAD	Indef.		
LSE	52-085589	COMMSITE	9/30/2036	U.S. Federal Bureau of Investigation	10/1/2006
LSE	52-085589	COMMSITE	3/15/2025	Miles Resources LLC dba Woodworth and Co.	3/16/2010
LSE	52-085941	COMMSITE	6/15/2025	Pierce County (ARES)	6/16/2010
LSE	52-088471	COMMSITE	6/30/2032	Washington State Patrol	7/1/2012
LSE	52-088591	COMMSITE	Indef.	DNR - Radio Operations Program	8/29/2012
LSE	52-093644	COMMSITE	8/25/2045	King County	8/26/2020
LSE	52-106120	COMMSITE	6/30/2034	T-Mobile West LLC	7/1/2024
LSE	52-107664	COMMSITE	8/31/2029	Pano AI, Inc.	9/1/2024
LSE	52-A68663	COMMSITE	10/31/2025	City of Tacoma, Tacoma Public Utilities	11/1/2009
LSE	52-A74937	COMMSITE	9/30/2027	USDA Forest Service, Mt. Baker-Snoqualmie National Forest	10/1/2012
LSE	52-A78650	COMMSITE	2/29/2036	Seattle SMSA Limited Partnership d/b/a Verizon Wireless	3/1/2021
LSE	52-A84808	COMMSITE	11/15/2031	Western Washington Repeater Group	11/16/2021
LSE	52-A85080	COMMSITE	11/15/2030	Spokane Repeater Group	11/16/2020
LSE	52-B73928	COMMSITE	6/30/2036	Muckleshoot Indian Tribe	7/1/2021
WITHDR	54-056079	COMMSITE	Indef.	DNR	7/19/1963

Pending Site Applications

Class	Number	Event	Applicant	Proc. Date
LSE	52-A27951	COMMSITE	Federal Aviation Administration	11/13/2019
LSE	52-A79340	COMMSITE	U.S. Federal Bureau of Investigation	8/23/2016
LSE	60-103191	LUL	University of Washington	2/17/2022

Region Site Encumbrances

No region encumbrances of record.

Access Route Encumbrances

Class	Number	Event	Expire Dt.	Grantor	Date Gtd.
ESE	55-000775	ROAD	Indef.	Weyerhaeuser Company	10/26/1970

Pending Access Route Applications

No pending applications of record.

Special Notations

Located within the Mount Baker – Snoqualmie State Road Right-of-Way Construction and Use Agreement Area (55-000035)

Located within the Point Elliott Treaty area. Intergovernmental agreements for vehicle access with Upper Skagit Indian Tribe, Lummi Nation, Tulalip Tribes, Stillaguamish Indian Tribe, Muckleshoot Tribe, Swinomish Indian Tribal Community, Nooksack Tribe, Sauk-Suiattle Indian Tribe, and Snoqualmie Tribe.

Title Examiner: Matthew Mobley

Date: December 5, 2024

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