



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

May 31, 2017

Ordinance 18523

Proposed No. 2017-0135.1

Sponsors Upthegrove

1 AN ORDINANCE authorizing the county executive to sign
2 a ten-year license agreement enabling the Puget Sound
3 Emergency Radio Network project to occupy and use a
4 portion of the United States of America's Cougar Mountain
5 communications site.

6 STATEMENT OF FACTS:

- 7 1. King County has established a capital improvement project ("the
8 PSERN project") to build the Puget Sound Emergency Radio Network
9 ("PSERN").
- 10 2. King County adopted Proposition 1 and Ordinances 17993, 18074 and
11 18075, to fund the planning, deployment and testing of PSERN.
- 12 3. King County entered into a contract with Motorola Solutions, Inc., that
13 requires Motorola to identify the sites needed for PSERN's
14 communications equipment together with a list of equipment needed at
15 each site. Motorola identified a location near Issaquah, Washington,
16 within the United States of America's Cougar Mountain communications
17 site, as one of the needed sites.
- 18 4. The PSERN project, with the oversight of the county's facilities
19 management division, successfully negotiated a license agreement with

20 the Department of the Army, on behalf of the United States of America,
21 that would enable the PSERN project to use the Cougar Mountain
22 communications site, located in council district nine.

23 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

24 SECTION 1. The executive is authorized to execute a license agreement for the
25 Cougar Mountain communications site with the Department of the Army, on behalf of the

26 United States of America, substantially in the form of Attachment A to this ordinance,
27 and to take all actions necessary to implement the terms of the license agreement.
28

Ordinance 18523 was introduced on 3/27/2017 and passed by the Metropolitan King County Council on 5/30/2017, by the following vote:

Yes: 8 - Mr. Gossett, Ms. Lambert, Mr. Dunn, Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles and Ms. Balducci
No: 1 - Mr. von Reichbauer
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



J. Joseph McDermott, Chair

ATTEST:



Melani Pedroza, Acting Clerk of the Council

APPROVED this 8 day of JUNE, 2017.



Dow Constantine, County Executive

Attachments: A. License Agreement

RECEIVED
2017 JUN -9 PM 3:48
CLERK
KING COUNTY COUNCIL

ATTACHMENT A:

LICENSE AGREEMENT

NO. DACW67-3-17-11

**DEPARTMENT OF THE ARMY LICENSE
SEATTLE DISTRICT RADIO NETWORK
COUGAR MOUNTAIN
KING COUNTY, WASHINGTON**

THE DEPARTMENT OF THE ARMY, ON BEHALF OF THE UNITED STATES OF AMERICA, BY THE SECRETARY OF THE ARMY, hereinafter collectively referred to as either the United States or the Secretary, under authority of its general administrative powers, hereby grants to **King County**, a political subdivision of the State of Washington, hereinafter referred to as the grantee, a license to install and operate a 12' x 30' equipment shelter, a 1000 gallon diesel fuel storage tank, coax cables, conduit and utilities, as well as the placement of communication equipment on Washington State Department of Transportation's tower and conduit from such tower to King County's equipment, in support of the Puget Sound Emergency Radio Network System ("PSERN System") at the Cougar Mountain Site, Seattle District Radio Network Project, King County, Washington, as described in Exhibit A and identified in Exhibit B, attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS LICENSE is granted subject to the following conditions.

1. TERM

This license is granted for a term of ten (10) years, beginning May 1, 2017 and ending April 30, 2027, but revocable at will by the Secretary .

2. CONSIDERATION

The consideration for this license shall be the construction, operation and maintenance of the premises for the benefit of the general public in accordance with the terms and conditions hereinafter set forth.

3. NOTICES

All notices and correspondence to be given pursuant to this license shall be addressed as follows:

If to the grantee:
King County Facilities Management Division
Real Estate Services,
Attn: Leasing Supervisor
RE: Cougar Mountain Army Corps PSERN License
500 4th Ave., Suite 830
Seattle, WA 98104

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If to the United States: District Engineer
Attention: Chief, Real Estate Division
Post Office Box 3755
Seattle, Washington 98124-3755

The notice addresses set forth herein above may be changed by either party from time to time by giving notice thereof to the other party. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

A copy of all notices sent to grantee shall also be delivered to:

King County Facilities Management Division
Director's Office, Attn: Gail Houser
RE: Cougar Mountain Army Corps PSERN License
500 4th Ave., Suite 800
Seattle, WA 98104

and to: King County Department of Information Technology
Puget Sound Emergency Radio Network
Attn: Marlin Blizinsky
RE: Cougar Mountain Army Corps PSERN License
401 5th Ave., Suite 600
Seattle, WA 98104

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "officer" shall all refer herein to either the Secretary or the Secretary's duly authorized representatives. Any reference to "grantee" shall include any duly authorized representatives of grantee.

5. SUPERVISION BY THE DISTRICT ENGINEER

The use and occupation of the premises shall be subject to the general supervision and approval of the District Engineer, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITIONAL USE BY GRANTEE

The exercise of the privileges herein granted shall be:

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- (a) without cost or expense to the United States;
- (b) subject to the right of the United States to improve, use or maintain the premises.
- (c) subject to other outgrants of the United States on the premises.

(d) personal to the grantee, and this license, or any interest therein, may not be transferred or assigned; provided that grantee may assign its interest in this license, with the Secretary's consent, which shall not be unreasonably withheld or delayed, to that governmental non-profit entity or to any entity existing now or in the future that will be responsible for the operation, maintenance, management, updating and upgrade or replacement of the PSERN System, as authorized by law. Grantee shall notify Secretary of such assignment within a reasonable time thereafter. The Secretary's consent to an assignment shall relieve the grantee of all future performance, liabilities and obligations under this license.

8. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

9. COST OF UTILITIES

(a) The grantee shall pay the cost, as determined by the officer having immediate supervision over the premises, of producing and/or supplying any utilities and other services furnished by the United States or through United States-owned facilities for the use of the grantee, including the grantee's proportionate share of the cost of operation and maintenance of the United States-owned facilities by which such utilities or services are produced or supplied. The United States shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

(b) Notwithstanding the forgoing, grantee shall pay all charges for power and telephone utilities in its sole use or in a prorata share for joint use, which shall be provided to the premises. In the event grantee cannot secure its own metered electrical supply, grantee may submeter from Secretary, at no expense to Secretary, in which event grantee will read the submeter on an annual basis and will reimburse Secretary on every February 1st for the electricity used by grantee during the prior calendar year.

10. PROTECTION OF PROPERTY

(a) The grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the grantee. The grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the grantee under this license, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

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

11. INDEMNITY

INTENTIONALLY OMITTED

12. RESTORATION

On or before the expiration of this license or its termination by the grantee, the grantee shall vacate the premises, remove the property of the grantee, and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the District Engineer may designate. In either event, if the grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefor, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

13. NON-DISCRIMINATION

Grantee and Secretary, for themselves, their successors, and assigns as a part of the consideration hereof, do hereby covenant and agree to comply with all civil rights and anti-discrimination requirements of federal, state or local laws applicable to the property, including, without limitation, Chapter 49.60 RCW. Grantee and Secretary shall not discriminate on the basis of race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under King County Code Ch. 12.16.125. Grantee shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, Chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this license and shall be grounds for cancellation, termination, or suspension, in whole or in part, of this license and may result in ineligibility for further agreements between the parties.

14. TERMINATION

This license may be terminated by the grantee at any time by giving the District Engineer at least ten (10) days notice in writing.

15. ENVIRONMENTAL PROTECTION

(a) Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or Hazardous Materials (defined below) within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any federal, state, interstate or local governmental agency are hereby made a condition of this license ("Environmental Laws"). The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

(b) The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the grantee's activities, the grantee shall be liable to restore the damaged resources.

(c) The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

(d) To the best of Secretary's knowledge, there are no Hazardous Materials located, on, in, or under the premises as of the full execution of this license. Should Hazardous Materials be discovered, the Secretary's legal obligations shall be determined in accordance with applicable Environmental Laws.

(e) For the purposes of this license, the term "Hazardous Materials" shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Laws.

16. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

17. DISCLAIMER

This license is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain any permit or license which may be require by federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

18. EXECUTIVE ORDER 13658

Any reference in this section to "prime contractor" or "contractor" shall mean the grantee and any reference to "contract" shall refer to this license.

The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order and the following provisions.

(b) Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract, shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the

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Executive Order minimum wage, the contractor must pay the 29 U.S.C. 214(c) worker the greater commensurate wage.

(c) Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

(d) Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the United States may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

(e) The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

(f) Nothing herein shall relieve the contractor of any other obligation under federal, state or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such federal, state, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

(g) Payroll Records.

(1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (g)(1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and social security number.
- (ii) The worker's occupation(s) or classification(s).
- (iii) The rate or rates of wages paid.
- (iv) The number of daily and weekly hours worked by each worker.
- (v) Any deductions made.

(vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

(h) The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

(i) Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded United States contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(j) Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of

cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

(k) Antiretaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

(l) Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

(m) Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the Fair Labor Standards Act, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

19. USE

(a) The premises shall be used for the purpose of the construction, installation, operation, maintenance, repair, replacement, upgrade, update, addition, modification and removal of grantee's communication facility, and associated equipment and improvements for the PSERN System as it is presently designed or may hereinafter be modified or changed ("Permitted Use"). Grantee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the property surveyed by a surveyor of its choice.

(b) Prior to performing any installation or construction work within the premises, grantee shall secure all necessary federal, state and local licenses, permits, and approvals for the Permitted Use (collectively referred to hereinafter as "Government Approvals") at its sole expense.

20. ACCESS

(a) Grantee shall have the right to access the premises, seven (7) days a week, twenty-four hours (24) hours a day, on foot, motor vehicle, including trucks, or by air over or along the access road generally depicted in Exhibit B.

(b) Grantee shall have the right to construct a fence and other improvements to secure the premises and to control access to the premises. Secretary may not access the premises, and Secretary may not allow any third party to access the premises, without grantee's consent and without a representative of grantee being present at the time of such access. Secretary shall not allow the placement, construction, or installation of any equipment or materials in the premises without grantee's prior written consent, which consent may be withheld at grantee's sole discretion.

21. INSURANCE

(a) Grantee maintains a fully funded self-insurance program for the protection and handling of the grantee's liabilities including injuries to persons and damage to property.

(b) Secretary acknowledges, agrees and understands that grantee is self-funded for all of its liability exposures. Grantee agrees, at its own expense, to maintain, through its fully funded self-insurance program, coverage for all of its liability exposures for this license. Grantee agrees to provide Secretary with at least thirty (30) days prior written notice of any material change in grantee's self-funded insurance program and will provide Secretary with a letter of self-insurance as adequate proof of coverage. Secretary further acknowledges, agrees and understands that grantee does not purchase commercial general liability insurance and is a self-insured governmental entity; therefore grantee does not have the ability to name Secretary as an additional insured.

(c) Grantee shall maintain "All Risk" property insurance in an amount equal to the full replacement value of all its improvements and personal property located on the premises or shall self-insure improvements and personal property on the premises.

22. REPRESENTATIONS & WARRANTIES

(a) The parties warrant that the officers and individuals executing below have been duly authorized to act for and on behalf of the party for purposes of executing this license.

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(b) Secretary has the full right, power and authority to grant this license to grantee.

That prior to execution of this license conditions were deleted, revised and added in the following manner:

Condition No. 11 was deleted, Nos. 7 and 13 were revised, and Nos. 18, 19, 20, 21, and 22 were added.

THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this _____ day of _____, 2017.

**Patricia M. Fatherree
Chief, Real Estate Division
Real Estate Contracting Officer
Seattle District, Corps of Engineers**

THIS LICENSE is also executed by the grantee this _____ day of _____, 2017.

King County,
a political subdivision of the State of
Washington

Approved as to Form:

Signature

Anthony O. Wright

Print or Type Name

Busch Law Firm PLLC

Director, Facilities Management Division

Title

[ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the individual(s) that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said individual(s), for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument, and that the seal affixed is the seal of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first written above.

NOTARY PUBLIC in and for the State of Washington, residing at _____.
My commission expires: _____

DATED: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 2017 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the individual(s) that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said individual(s), for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument, and that the seal affixed is the seal of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first written above.

NOTARY PUBLIC in and for the State of Washington, residing at _____.
My commission expires: _____

DATED: _____

EXHIBIT A
(Legal description of property)
(page 1 of 3)

SEATTLE DISTRICT RADIO NETWORK

License to King County

±0.36 Ac.

Legal Description

A portion of the Northwest Quarter in Section 30, Township 24 North, Range 6 East, W.M., in King County, Washington, described as follows:

Beginning at the Northwest corner of said Section 30, thence South along the west line thereof 1583.31 feet; thence North 35°03'00" East 350.00 feet; thence South 42°18'00" East 425.55 feet to the **Point of Beginning**;

Thence South 76°24'08" West 7.03 feet;

Thence South 70°55'31" West 67.15 feet;

Thence South 74°12'20" West 33.57 feet to the beginning of a curve to the right having a radius of 102.00 feet;

Thence along said curve 75.94 feet through a central angle of 42°39'25";

Thence North 63°08'15" West 49.33 feet to the beginning of a curve to the left having a radius of 55.00 feet;

Thence along said curve 47.86 feet through a central angle of 49°51'39";

Thence South 67°00'06" West 56.47 feet;

Thence South 39°37'29" West 32.15 feet;

Thence South 86°36'00" West 97.51 feet;

Thence South 38°47'00" East 150.06 feet;

Thence South 62°17'00" East 29.93 feet;

Thence North 03°47'43" West 123.66 feet;

Thence North 39°37'29" East 27.97 feet;

Thence North 67°00'06" East 51.60 feet to the beginning of a curve to the right having a radius of 35.00 feet;

Thence along said curve 30.46 feet through a central angle of 49°51'39";

Thence South 63°08'15" East 49.33 feet to the beginning of a curve to the left having a radius of 122.00 feet;

Thence along said curve 90.83 feet through a central angle of 42°39'25";

SEATTLE DISTRICT RADIO NETWORK

License to King County

±0.36 Ac.

Thence North 74°12'20" East 34.14 feet;

Thence North 70°55'31" East 66.77 feet;

Thence North 76°24'08" East 17.03 feet;

Thence North 42°18'00" West 22.80 feet to the **POINT OF BEGINNING.**

Containing ±0.36 Acres, more or less.

The preceding legal description was provided by a surveyor from Odelia and was based on the exhibit map, not on an actual survey.

By: JEF 8 Dec 2016
Chkd: OJV 8 Dec 2016
Map: DACW67-3-16-13.mxd
GIS: \\Tasks\DACW67-3-16-13 - King County
Doc: 002425.docx



Seattle District Radio Network - Cougar Mountain King County DACW67-3-16-13

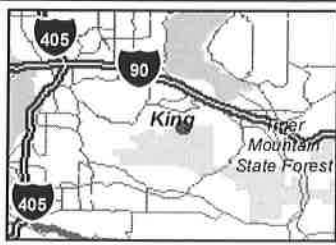
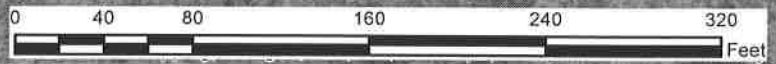
Exhibit A



T. 24 N., R. 6 E., W.M.



25 • 30

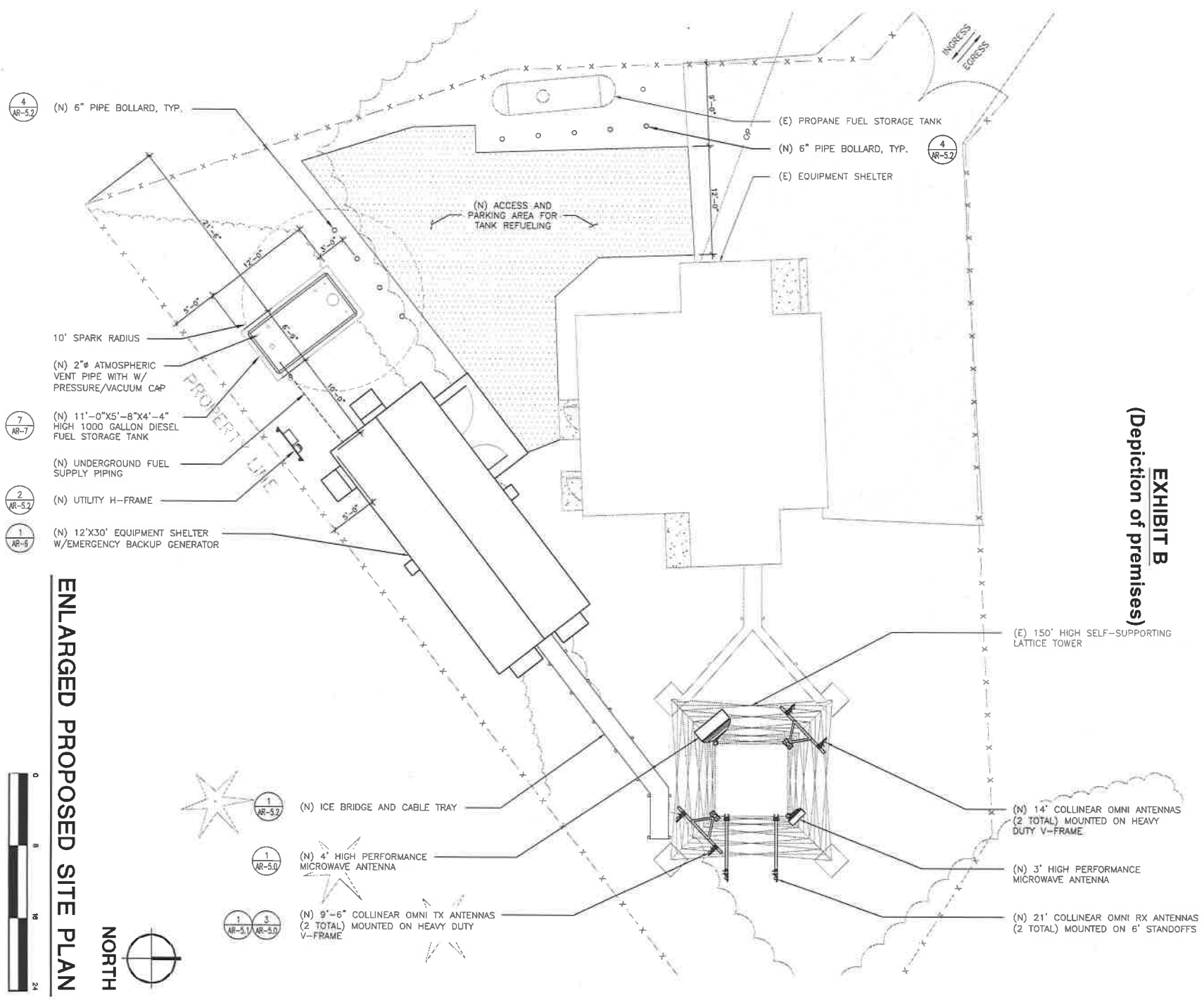


Legend

- DoD Parcel
- New Structures
- Fence
- License Area

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EXHIBIT B
(Depiction of premises)



ENLARGED PROPOSED SITE PLAN

NORTH

4
AR-5.2

(N) 6" PIPE BOLLARD, TYP.

(E) PROPANE FUEL STORAGE TANK

(N) 6" PIPE BOLLARD, TYP.

4
AR-5.2

(E) EQUIPMENT SHELTER

(N) ACCESS AND
PARKING AREA FOR
TANK REFUELING

10' SPARK RADIUS

(N) 2" Ø ATMOSPHERIC
VENT PIPE WITH W/
PRESSURE/VACUUM CAP

7
AR-7

(N) 11'-0" X 5'-8" X 4"
HIGH 1000 GALLON DIESEL
FUEL STORAGE TANK

(N) UNDERGROUND FUEL
SUPPLY PIPING

2
AR-5.2

(N) UTILITY H-FRAME

1
AR-5

(N) 12'X30' EQUIPMENT SHELTER
W/EMERGENCY BACKUP GENERATOR

(E) 150' HIGH SELF-SUPPORTING
LATTICE TOWER

1
AR-5.2

(N) ICE BRIDGE AND CABLE TRAY

1
AR-5.0

(N) 4' HIGH PERFORMANCE
MICROWAVE ANTENNA

1 3
AR-5.1 AR-5.0

(N) 9'-6" COLLINEAR OMNI TX ANTENNAS
(2 TOTAL) MOUNTED ON HEAVY DUTY
V-FRAME

(N) 14' COLLINEAR OMNI ANTENNAS
(2 TOTAL) MOUNTED ON HEAVY
DUTY V-FRAME

(N) 3' HIGH PERFORMANCE
MICROWAVE ANTENNA

(N) 21' COLLINEAR OMNI RX ANTENNAS
(2 TOTAL) MOUNTED ON 6' STANDOFFS

