

Lease #: K.C. #1668Site Name: Auburn, WA**COMMUNICATION SITE LEASE**

THIS LEASE is made by and between **Federal Way Fire Department**, hereinafter called "Lessor", and **King County**, a municipal corporation and political subdivision of the State of Washington, hereinafter called "Lessee."

AGREEMENT

In consideration of the mutual covenants contained in this Lease, the parties agree as follows:

1. **Premises:** Lessor does hereby agree to lease to Lessee and Lessee agrees to lease from Lessor, upon the following terms and conditions, Premises located in King County, Washington, and comprising approximately 6,708 square feet, legally described as shown in Attached Exhibit #1, which consists of Pages C1 and A1-1 of 7 of the construction plans for this site.

2. **Term:**

A. This lease term shall be for twenty (20) years and shall commence on November 1, 1998 and shall end on October 31, 2018, unless terminated sooner as provided herein and in the General Terms and Conditions. Lessee reserves the right to exercise an option to extend this lease for additional five (5) year periods upon written notice to Lessor at least ninety (90) days prior to expiration of the term or then current renewal period, subject to the written concurrence by the Lessor for each renewal period, which concurrence shall not be unreasonably withheld.

B. If Lessor cannot deliver possession of the Premises to Lessee on the above commencement date, this lease shall not be void or voidable, provided that delivery of the Premises can be made within a reasonable period of time. But, in that event, no rent shall be owing by Lessee or, in the alternative, there shall be a proportionate reduction of rent commensurate with Lessee's use of the Premises for the period between the above commencement date and the time when Lessor can deliver full possession to Lessee.

3. **Rent:** Lessee shall pay to Lessor a rent of ONE THOUSAND DOLLARS (\$1,000) per calendar month of the lease term, payable in advance on or before the first (1st) day of each and every calendar month of the lease term. Upon the commencement of each five year period, the annual Rent for each five year period shall increase by fifteen percent (15%) over the annual rent paid for the immediately preceding five year period. All rent shall be made payable to the **FEDERAL WAY FIRE DEPARTMENT** and is to be received in the office of the:

Federal Way Fire Department
31617 First Avenue South
Federal Way, WA 98003

4. Use of Premises:

A. Lessee shall use said Premises for the construction and operation of a communications site including, but not limited to, a two hundred sixty foot (260') self-supporting antenna tower with a radio equipment building at its base. The primary purpose of this communications site is to function as part of the regional 800 MHz trunked radio system which provides 2-way communications for public safety agencies in King County, including the Lessee.

B. Lessee shall have full control of and authority over the Premises including, but not limited to, the tower and building with respect to managing said Premises as a communications site.

C. During the term of this Lease and any extensions and hold-overs thereof, Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Premises (the "Governmental Approvals"), and Lessor agrees to allow Lessee to perform any surveys, soils testing and other tests, studies and/or engineering procedures on, under and over the Premises necessary to determine that the Premises will be acceptable to Lessee's engineering specifications, system design and Governmental Approvals.

5. Subletting and Assignment: Lessee may grant or deny any sublease of the Premises, provided that Lessee shall not sublet the whole or any part of the Premises, nor assign this Lease or any interest thereof, without the prior written consent of the Lessor. Lessee shall remit to Lessor fifty percent (50%) of any rents received from any sublease.

6. General Terms and Conditions: Attached hereto and incorporated herein by reference are the General Terms and Conditions. The General Terms and Conditions shall constitute terms of this Lease in addition to those stated herein. In the event of a conflict or inconsistency between the terms of this Lease herein and the General Terms and Conditions, the terms of this Lease, as included herein, shall control.

7. Interference:

A. It is agreed that the transmitting and receiving equipment authorized by this agreement including, but not limited to, the equipment of any sublessee, shall adhere to Western Washington Interference Committee (WWCIC) Engineering Standard No. 6 Rev. C (02-97) (See Exhibit 2) and shall not cause electromagnetic interference to Lessor's transmitters and receivers and that any such interference caused Lessor shall be eliminated by the Lessee at Lessee's expense. If the interference cannot be eliminated, such shall constitute a material breach of this Lease, and Lessor may terminate this Lease on ninety (90) days' written notice to Lessee pursuant to Paragraph 16 of the General Terms and Conditions ("Early Termination").

B. It is further agreed that any transmitting and receiving equipment owned or operated by Lessor or any other of Lessor's tenants or sub-tenants shall adhere to Engineering Standard No. 6 Rev. C and shall not interfere with Lessee's Antenna Facilities, or the operation thereof, in any direct or indirect manner whatsoever and that Lessor shall eliminate any such interference or cause such interference to be eliminated. If the interference cannot be eliminated, such shall constitute a material breach of this Lease, and Lessee may terminate this Lease on ninety (90) days' written notice to Lessor pursuant to Paragraph 16 of the General Terms and Conditions ("Early Termination").

8. **Entire Agreement - Amendments:** This Lease, together with the attached General Terms and Conditions and any and all exhibits attached hereto, shall constitute the whole agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modification or amendment of this Lease shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

9. **Notices:** Required notices, except legal notices, shall be given in writing to the following respective addresses:

If to LESSOR, to:

Jim Hamilton, Administrator
Federal Way Fire Department
31617 First Avenue South
Federal Way, WA 98003

If to LESSEE, to:

King County Property Services Division
500A King County Administration Building
500 - 4th Avenue
Seattle, WA 98104

10. **Severability:** The unenforceability, invalidity or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid or void, and such other provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this lease on the dates specified below.

LESSOR:
Federal Way Fire Department

LESSEE:
King County, Washington

By:  _____

By:  _____

David Preugschat, Manager
Property Services Division

Date: 6/22/99

Date: 6/16/99

APPROVED AS TO FORM ONLY:

By:  _____

Robert Stier, Deputy Prosecuting Attorney
King County, Washington

Date: 6-16-99

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that Dave Preugschat signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument and acknowledged it as the Manager of the Property Services Division of the Department of Construction and Facility Management of King County, Washington, to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Date: 6/16/99

Mark R. Phillips
NOTARY PUBLIC
MARK R. Phillips
(printed name)
in and for the State of Washington residing at
Belleuve. My appointment
expires 6/15/00.

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that James Hamilton signed this instrument, on oath stated that he was authorized by the Federal Way Fire District to execute the instrument and acknowledged it as the Administrator to be the free and voluntary act of said Fire District for the uses and purposes mentioned in the instrument.

Date: 6/22/99

Steven H. Pritchard
NOTARY PUBLIC
Steven H. Pritchard
(printed name)
in and for the State of Washington residing at
Federal Way. My appointment
expires 5-9-2000.

Lease #: K.C. #1668

Site Name: Auburn, WA

GENERAL TERMS AND CONDITIONS

1. **Property Survey:** Lessee shall have the right to have the property surveyed. In the event that any defects are shown by the survey which, in the opinion of Lessee, may adversely affect Lessee's use of the Premises, Lessee shall have the right to immediate termination of this Lease upon notice to Lessor with no liabilities for termination.
2. **License Fees and Taxes:** Lessee shall pay, as they become due and payable, all applicable taxes and all fees, charges and expenses for licenses and/or permits required for or occasioned by Lessee's use of the Premises.
3. **Utilities:** Lessee shall be responsible for obtaining any utility service to the Premises that it desires. Lessee shall pay, when due, all costs, expenses, fees, services and charges of all kinds for heat, light, water, gas and telephone and for all other public utilities used on said Premises during the term of the Lease or any extension or hold-over so that the same shall not become a lien against the Premises.
4. **Lessee Improvements:**
 - A. Lessee shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities including, but not limited to, a tower and base, radio transmitting and receiving antennas and an electronic equipment building (collectively the "Antenna Facilities"). The Antenna Facilities shall remain the exclusive property of Lessee during the term of the Lease and any extension or hold-over. Upon final termination of the Lease, any Antenna Facilities remaining on the Premises shall become the property of the Lessor. Lessor retains the right to require removal of the Antenna Facilities pursuant to Paragraph 17 of the General Terms and Conditions ("Surrender of Premises").
 - B. Lessee shall have the right to install and maintain utilities, at Lessee's expense. Lessee shall have the right to permanently place utilities on or to bring utilities across the Premises and across Lessor's property in order to service the Premises and the Antenna Facilities. The Lessor shall execute an easement evidencing this right upon Lessee's request.
 - C. Lessee shall have a non-exclusive right of ingress, egress and access over and under Lessor's property to the Premises adequate to service the Premises and the Antenna Facilities at all times during this Lease and any extension or hold-over thereof at no additional charge to Lessee. The Lessor shall execute an easement evidencing this right upon Lessee's request.
5. **Maintenance:** Lessee shall, at its own expense, maintain the Premises and all Antenna Facilities in good working order, condition and repair. Lessee shall keep the Premises free of debris and anything of a dangerous or toxic nature or which would create an unsafe or unsanitary condition.

6. **Non-Ionizing Electromagnetic Radiation (NIER):** Lessee shall comply with standards and requirements in effect for non-ionizing electromagnetic radiation levels as established by the Environmental Protection Agency and other governmental agencies.

7. **Waiver of Lessor's Lien:** Lessor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof which shall be deemed personal property for the purpose of this Lease, regardless of whether or not the same is deemed real or personal property under applicable laws, and the Lessor gives Lessee the right to remove all or any portion of the same from time to time in Lessee's sole discretion and without Lessor's consent.

8. **Indemnity and Hold Harmless:**

A. Lessor and Lessee mutually agree that in any and all causes of action and/or claims, or third party claims, arising under the terms, activities, use and/or operations of this Lease, including the Premises, each party shall be responsible to the other only to the extent of each other's comparative fault in causing alleged damages or injuries. Lessor and Lessee agree to indemnify the other to the extent of the indemnitor and indemnitee's proportional share.

B. As to any and all causes of action and/or claims or third-party claims, arising under the sole fault of a party to this Lease, said party shall have a duty to defend, save and hold the other party harmless and, upon failure to do so, said party shall pay reasonable attorney's fees, costs and expenses incurred by the other party to this Lease in defense of said claims and/or actions.

9. **Insurance:** The Lessor acknowledges, accepts and agrees that the Lessee is self-insured, and Lessee shall provide proof of such self-insurance upon the request of the Lessor.

10. **Mutual Waiver of Subrogation:** To the extent a loss is covered by insurance in force, Lessor and Lessee hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective fire insurance policies, including any extended coverage endorsements thereto, provided that this Lease provision shall be inapplicable if it would have the effect of invalidating any insurance coverage of Lessor or Lessee.

11. **Hazardous Substances:**

A. Lessor and Lessee mutually agree that no generation, use, release, handling, transportation, treatment or storage of hazardous substances (Hazardous Substances) exist on the Premises. Lessor acknowledges and fully discloses that the Premises contain no Hazardous Substances as defined by applicable law. Upon the execution of this Lease, if Lessor subsequently discovers the existence of Hazardous Substances on the Premises, Lessor shall disclose this material fact and act within full compliance of all applicable laws, regulations and safety practices governing Hazardous Substances. Lessor and Lessee further mutually agree that in any and all causes of action and/or claims, or third-party claims, arising under the terms, activities, use and/or operations of this Lease, each party shall be responsible to the other, to the extent of each other's comparative fault in causing the alleged damages or injuries, and notwithstanding Paragraph 20 of these General Terms and Conditions ("Arbitration"), each party agrees to indemnify, defend and

hold harmless each other, its appointed and elected officials, employees and agents, from and against any and all claims, liabilities, damages and expenses, including reasonable attorney's fees, asserted against Lessor or Lessee by a third party including, without limitation, any agency or instrumentality of the federal, state or local government, for injuries to persons, including death of a person, physical damage to or loss of use of property or clean-up activities (including, but not limited to, investigation, study, response, remedial action or removal), fines or penalties arising out of or relating to the presence, release or threat of release of a Hazardous Substance existing on or emanating from the Premises, except that which existed on or emanated from the Premises prior to Lessee's possession of the Premises or to the extent caused by the act or omission of Lessor, which shall be the sole responsibility of Lessor.

B. Definition of Hazardous Substances: "Hazardous Substances" as defined in this Lease shall mean:

1. Any toxic substances or waste, sewage, petroleum products, radioactive substances, heavy metals, medical, corrosive, noxious, acidic, bacteriological or disease-producing substances; or

2. Any dangerous waste or hazardous waste as defined in:

a. Washington Hazardous Waste Management Act as now existing or hereafter amended (RCW CH. 70.105); or

b. Resource Conservation and Recovery Act as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq.); or

3. Any hazardous substance as defined in:

a. Comprehensive Environmental Response, Compensation and Liability Act as now existing or hereafter amended (42 U.S.C. 9601 et seq.); or

b. Washington Model Toxics Control Act as now existing or hereafter amended (RCW Ch. 70.105D); or

4. Any pollutants, contaminants or substances posing a danger or threat to public health, safety or welfare or to the environment, which are regulated or controlled as such by any applicable federal, state or local laws or regulations as now existing or hereafter amended.

12. Liens: Lessor and Lessee shall keep the Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee or Lessor.

13. Anti-Discrimination: Lessor and Lessee shall not discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age or the presence of any sensory, mental or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits associated with this Lease. Lessor and Lessee shall comply fully with all applicable federal, state and local laws, executive orders

and regulations which prohibit such discrimination. These laws include, but are not limited to, Chapter 49.60 of the Revised Code of Washington and Titles VI and VII of the Civil Rights Act of 1964.

14. Condemnation:

A. Lessor and Lessee shall immediately notify the other in writing of the receipt of notice of any proceedings with respect to a condemnation action or intent of any authority to exercise the power of eminent domain.

B. If all or a portion of the Premises is taken by any lawful authority under or pursuant to the power of eminent domain during the term of this Lease or any extension or hold-over, Lessee may elect to terminate this Lease as of the date the condemnor takes possession. If Lessee does not elect to terminate this Lease, the rent shall be reduced in the same proportion that the value of the portion of the Premises to be taken bears to the value of the entire Premises as of the date condemnor takes possession. Lessee shall have no claim or interest in or to any award of just compensation except that the Lessee shall be entitled to an amount equal to the fair market value of the Lessee's interest in any improvements made to the Premises by Lessee which are taken by the condemnor.

C. If temporary use of all or a portion of the Premises is taken by any lawful authority for a period which would reduce the use and, consequently, would cause the Premises to be untenantable for the use by Lessee as set forth in this Lease, Lessee may elect to terminate this Lease. Said termination shall occur as of the date the condemnor takes possession. If Lessee does not elect to terminate this Lease, Lessee shall be entitled to receive any award from the condemnor for the use of all or a portion of the Premises, EXCEPT that Lessee may elect to have the rents reduced by the amount proportionally attributable to any partial temporary taking, in which event, Lessee shall not be entitled to any portion of the award attributable to said use.

15. Quiet Enjoyment: Lessor warrants that Lessee shall have the quiet enjoyment of the Premises during the term of this Lease or any extension or hold-over thereof, without interference or disturbance, direct or indirect, by Lessor or any person having title paramount to Lessor's title or by any person claiming under Lessor.

16. Early Termination: This paragraph is in addition to any other provision of this Lease authorizing or otherwise relating to early termination of said Lease.

A. Government Approvals: This Lease is contingent upon Lessee obtaining all necessary governmental approvals, certificates, permits or licenses which Lessee may deem necessary. In the event that any of Lessee's applications for said approvals, certificates, permits or licenses should be finally rejected or any approval, certificate, permit or license issued to Lessee canceled or otherwise withdrawn or terminated by a governmental authority so that Lessee, in its sole discretion, will be unable to use the Premises for its intended purpose, Lessee shall have the right to terminate this Lease upon ninety (90) days' written notice to Lessor.

B. Premises Unsuited: This Lease is also contingent upon the Premises meeting Lessee's technical requirements. In the event that Lessee, in its sole discretion, determines that the

Premises fails to meet the technical requirements necessary for Lessee's telecommunication purposes, Lessee shall have the right to terminate this Lease upon ninety (90) days' written notice to Lessor.

C. Damage or Destruction: In the event that the Premises or Lessee's Antenna Facilities or any portion thereof are damaged or destroyed so as to hinder effective use of the Premises or Antenna Facilities for Lessee's telecommunication purposes, Lessee may elect, in its sole discretion, to terminate this Lease upon ninety (90) days' written notice to Lessor.

D. Withdrawal of Funding: Lessee may terminate this Lease if necessitated by any governmental action resulting in the withdrawal of funding which supports this Lease, upon ninety (90) days' written notice to Lessor.

E. Lessor's Breach: Lessee may terminate this Lease upon a material breach of the terms of this Lease, upon ninety (90) days' written notice to Lessor.

F. Lessee's Breach: Lessor may terminate this Lease only upon a material breach of the terms of this Lease, upon ninety (90) days' written notice to Lessee.

G. Termination Process: Unless otherwise specified in this Lease, written notice of termination shall be delivered by certified mail, return receipt requested, and shall be effective upon receipt of such notice, as evidenced by the return receipt. Upon such termination, Lessee shall be entitled to the reimbursement of any rent prepaid by Lessee for any period after termination.

17. Surrender of Premises: At the end of the term of this Lease or any extension or hold-over thereof or other early termination of this Lease, Lessee shall peaceably deliver up to Lessor possession of the Premises in the same condition as received, except for ordinary wear and tear and damage by fire, earthquake, act of God or the elements. Upon Lessor's request, Lessee, at Lessee's expense, shall remove the Antenna Facilities. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Premises.

18. Holding-Over: If Lessee holds over after the expiration of the term of this Lease or any extension thereof, Lessee shall become a tenant from month-to-month upon the terms of this Lease herein specified.

19. Agents, Successors and Assigns: All of the agreements, conditions and provisions of this Lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, agents and assigns of Lessor and Lessee.

20. Arbitration: Lessor and Lessee agree that should any dispute arise concerning this Lease, both parties shall submit to binding arbitration. Arbitration shall be as agreed by the parties or, if the parties cannot agree, arbitration shall be administered through the American Arbitration Association. The cost of arbitration shall be divided equally between Lessor and Lessee.

21. **Costs and Attorney's Fees:** Except as provided in Paragraph 20 of these General Terms and Conditions ("Arbitration"), if a legal action is instituted by reason of any default or breach on the part of either party in the performance of any of the terms of this Lease, the losing party agrees to pay all reasonable costs and attorney's fees in connection therewith. It is agreed that the venue of any legal action brought under the terms of this Lease shall be in the county in which the Premises are located.

22. **Compliance with all Laws and Regulations:** In using the Premises, Lessee shall comply with all applicable laws and regulations of any and all authorities having jurisdiction.

23. **Survivability:** The provisions of Paragraphs 8 ("Indemnity and Hold Harmless") and 11 ("Hazardous Substances") of these General Terms and Conditions shall survive the expiration, hold-over or earlier termination of this Lease for any event occurring prior to or on the date of such expiration, hold-over or termination.

24. **Captions:** The captions in this Lease are for convenience only and do not in any way limit or amplify the provisions of the Lease.

EXHIBIT 2**WESTERN WASHINGTON COOPERATIVE INTERFERENCE COMMITTEE****WWCIC ENGINEERING STANDARD #6 REV. C (02-97)****FOR RADIO TRANSMITTING AND RECEIVING DEVICES****AND FM BROADCAST**

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.

1. 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 attenuation removed 1.0 MHz from the operating frequency.
2. 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.
3. 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.
4. Transmitters in the 88 to 108 MHz range at power levels above 350 watts shall have a band pass cavity providing at least 25 dB of attenuation 1.4 MHz from the operating frequency.
5. Transmitters in the 130 to 225 MHz range shall have at least 50 dB of isolation followed by a low pass filter and band pass cavity with a minimum of 15 dB of attenuation 1.0 MHz removed from the operating frequency.
6. Transmitters in the 400 to 470 MHz range shall have at least 50 dB of isolation followed by a low pass filter and band pass cavity with a minimum of 15 dB of attenuation 2.0 MHz removed from the operating frequency.
7. 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.

The following engineering standards will be observed:

1. 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 as the first RF amplifier in a receiver which can re-radiate causing interference.
2. The band reject duplexer (cross notch duplexer) may not be used without the use of cavities or isolators.
3. 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.
4. Packeted coaxial cable is required. Unjacketed transmission line of any type is prohibited.
5. 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.

6. All equipment is to be grounded. Grounding is to be done with low impedance conductor to the station ground grid, preferably with flat copper strap or heavy braid. The "green wire" of the AC power plug is not an acceptable grounding point. The site manager has the responsibility of providing a suitable ground for users.
7. Transmitting systems must be checked periodically, which includes the isolator, VSWR on the load port of the isolator and overall system insertion loss.
8. 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 are prohibited. Transmission lines are to be insulated from metallic structures/objects. It is the duty of installation personnel to prevent "diode junctions" from taking place.
9. All loose wire or metal objects are to be removed from the tower and site. Metal fencing should be plastic coated.
10. All equipment shall be licensed and operated in full accordance with all applicable rules and regulations of the regulating agency, (FCC, NTIA). There shall be no modifications which violate "FCC Type Acceptance."
11. It is recommended that all equipment be labeled with the owner's name and a current 24-hour telephone contact number, (service agency is acceptable).
12. Every effort should be made to protect the equipment from lightning damage. Feed-through lightning protectors should be used on all coaxial cable connections to equipment enclosures. Gas, Gap, MOV and Silicone Avalanche Diode (SAD) protectors should be used in control, audio, telephone and power connections.

INTERFERENCE POLICY STATEMENT

In the event Radio Interference (RI) 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. If these standards are complied with, additional isolators, filters, cavities, etc. may be required. All equipment must be maintained in good working order and meet original manufacturer's and FCC specifications 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.

Involved systems not in full compliance with these standards will be asked to comply immediately at their own expense.

It is customary for the offending transmitter owner/operator to finance the required corrections or equipment necessary to correct the problem. It is also good practice to allow the affected receiver owner/operator to provide the necessary equipment (if one so chooses) for installation by the offender without surrendering ownership of the equipment and expect its use to be uninterrupted, i.e., not taken out of service without notifying the owner.

The PCS industry is developing the 2.0 Ghz band. It is unknown at this time what interference may be expected or caused and what products will be available for interference mitigation. Policies and standards will be developed by this committee as needed.

These are minimum standards of good engineering practice in the operation and maintenance of electronic sites. These standards will be revised as deemed necessary by the committee.

Back to Home Page



For more information please send an email to Alan Robinson at alanr@wwcic.org.

EXHIBIT 2***WESTERN WASHINGTON COOPERATIVE INTERFERENCE COMMITTEE*****WWCIC ENGINEERING STANDARD #6 REV. C (02-97)****FOR RADIO TRANSMITTING AND RECEIVING DEVICES****AND FM BROADCAST**

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5. Transmitters in the 130 to 225 MHz range shall have at least 50 dB of isolation followed by a low pass filter and band pass cavity with a minimum of 15 dB of attenuation 1.0 MHz removed from the operating frequency.
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The following engineering standards will be observed:

1. 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 as the first RF amplifier in a receiver which can re-radiate causing interference.
2. The band reject duplexer (cross notch duplexer) may not be used without the use of cavities or isolators.
3. 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.
4. Packeted coaxial cable is required. Unjacketed transmission line of any type is prohibited.
5. 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.

Amendment No. 1 to Communication Site Lease

THIS AMENDMENT to Communication Site Lease #1668 is made by and between, **Federal Way Fire District**, hereinafter called "Lessor" and **King County**, a municipal corporation and political subdivision of the State of Washington, hereinafter called "Lessee."

RECITALS

This is the first (1st) Amendment between Lessor and Lessee to Communication Site Lease #1668, said Communication Site Lease having been fully executed and made effective on November 1, 1998.

WHEREAS:

1. Lessee has subleased a portion of the Premises from Lessor and is required to forward sublease rents as defined in the Communication Site Lease; and
2. Lessee is preparing to provide services to Lessor as described herein; and
3. Lessee will forward a portion of future collocation rents as defined herein and in the Communication Site Lease.

NOW, THEREFORE, LESSOR AND LESSEE HEREBY MUTUALLY AGREE TO THE FOLLOWING:

Effective Immediately, Section 11 shall be added to the Communication Site Lease:

11. Services In Lieu of Prior Collocation Rent:

Lessee will reconfigure the Lessee's microwave system between the tower on the Premises and Federal Way Fire Station 62 to provide one (1) T1 circuit from the demarcation at the Station 62 tower site to the Lessee's microwave demarcation at Valley Communications Center and seven (7) individual T1 circuits from the demarcation at the Station 62 tower site to the Lessee's microwave demarcation at the tower on the Premises. Any additional equipment or wiring needed to allow these circuits to be put to beneficial use by Lessor are strictly the responsibility of Lessor.

In consideration of Lessee providing these services, Lessor shall not require any currently due sublease rent to be paid and will forego receiving any sublease revenue from the tower on the Premises until October 1, 2004. After that date, Lessee will begin paying Lessor fifty percent (50%) of any rents received from any sublease as previously agreed. Lessee retains full

ownership of the microwave equipment at Station 62 and at the tower on the Premises and agrees to maintain the equipment for the benefit of Lessor on a time and material basis until such time as the equipment becomes unserviceable due to lack of parts availability or support from the original equipment manufacturer. Should the identified equipment, listed on Exhibit 3 attached hereto and incorporated herein, become unserviceable, Lessee will send notice of same to Lessor within 30 days of such determination at which point Lessor has 60 days to purchase the identified equipment for a fee of \$ 1.00.

In addition, ALL OTHER TERMS AND CONDITIONS OF THE LEASE SHALL APPLY.

IN WITNESS WHEREOF, Lessor and Lessee agree to and execute this Lease Amendment on the dates specified below:

LESSOR:
Federal Way Fire District

LESSEE:
King County, Washington

By: Grant G. Gaspard

By: Calvin Hoggard
Calvin Hoggard, Manager
Real Estate Services Section

Name: GRANT G. GASPARD

Date: 10/12/04

Date: 10-18-04

APPROVED AS TO FORM ONLY:

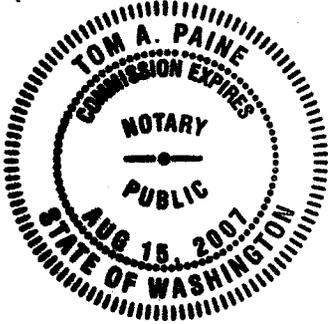
By: Robert Stier
Robert Stier, Senior Deputy Prosecuting Attorney
King County, Washington

Date: 10/18/04

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that Calvin Hoggard signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument and acknowledged it as the Manager of the Real Estate Services Section of the Facilities Management Division of the Department of Executive Services of King County, Washington, to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Date: 10/18/04

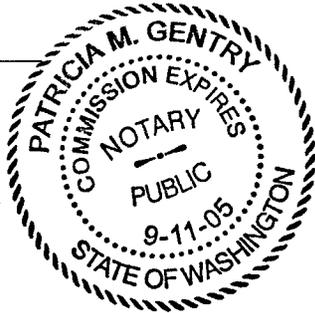


Tom Paine
NOTARY PUBLIC
TOM PAINE
(printed name)
in and for the State of Washington residing
at SEATTLE. My
appointment expires 8/15/07.

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that Grant B. Gaspard signed this instrument, on oath stated that he was authorized by Federal Way Fire District to execute the instrument and acknowledged it as the Chief Financial Officer to be the free and voluntary act of said Fire District for the uses and purposes mentioned in the instrument.

Date: 10/12/04



Patricia M. Gentry
NOTARY PUBLIC
Patricia M. Gentry
(printed name)
in and for the State of Washington residing
at Federal Way. My
appointment expires 9/11/05.

EXHIBIT 3

Equipment List

Federal Way Fire Station 62 Equipment

Harris Microstar

Model: DRMUEVOARA

Serial: M0421730

Load Center Power system

Model: 9RE111HBBACO

Serial: C10108-2

RFS 6ft dish

Elliptical Waveguide

Andrew dehydrator

King County RCS Site

Harris Microstar

Model: DRMUEVOARA

Serial: M0421731

RFS 6 ft dish.

Elliptical Waveguide