

KING COUNTY

1200 King County Courthouse 516 Third Avenue Seattle, WA 98104

November 28, 2017

Ordinance 18614

	Proposed No. 2017-0414.1 Sponsors Upthegrove
1	AN ORDINANCE authorizing the county executive to sign
2	a twenty-five year ground lease agreement enabling the
3	Puget Sound Emergency Radio Network project to occupy
4	and use the city of Seattle Public Utilities Department's
5	Swan site.
6	STATEMENT OF FACTS:
7	For the ground lease from the city of Seattle, located at 39025 NE North
8	Fork Road, Duvall, Washington, in council district three, the Puget Sound
9	Emergency Radio Network project, with the oversight of the county's
10	facilities management division, has determined that there is not an
11	appropriate county-owned option, and has successfully negotiated a lease
12	with the city of Seattle that will enable the Puget Sound Emergency Radio
13	Network project to use the Swan site.
14	BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:
15	SECTION 1. The executive is authorized to execute a lease for the Swan site

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- with the city of Seattle, substantially in the form of Attachment A to this ordinance, and 16
- to take all actions necessary to implement the terms of the lease. 17

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Ordinance 18614 was introduced on 11/6/2017 and passed by the Metropolitan King County Council on 11/27/2017, by the following vote:

> Yes: 9 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn, Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles and Ms. Balducci No: 0 Excused: 0

> > KING COUNTY COUNCIL KING COUNTY, WASHINGTON

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ATTEST:

Melani Pedroza, Clerk of the Council

APPROVED this day of DELEWBER 2017.

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Dow Constantine, County Executive

Attachments: A. PSERN Swan

ATTACHMENT A:

LEASE AGREEMENT

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

THIS GROUND LEASE AGREEMENT ("Ground Lease") is made by and between The City of Seattle, a municipal corporation of the State of Washington, by and through its Seattle Public Utilities Department, having offices for the transaction of business at 700 Fifth Avenue, Suite 5200, Seattle, Washington 98124-4689 (collectively, "SPU"), and King County, a political subdivision of the State of Washington, having offices for the transaction of business at 500 Fourth Avenue, Suite 830, Seattle, Washington 98104 ("Lessee"). SPU and Lessee may jointly be referred to herein as the "Parties," or individually a "Party." The "Effective Date" of this Ground Lease shall be the last date signed by an authorized Party representative.

WHEREAS, SPU is the owner of a series of contiguous real property parcels that geographically link the Tolt Watershed to the City of Seattle and together make up the necessary and critical corridor for the Tolt Water Supply System located within King County, Washington (the "Tolt Water Corridor"); and

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

WHEREAS, the Lessee plans to fund and procure sites for such communication facilities, and along with other municipalities in King County establish the Puget Sound Emergency Radio Network (the "PSERN System") to eventually provide service in King County as authorized by Proposition 1 and King County Ordinances 17993, 18074 and 18075; and

WHEREAS, the Lessee plans to later assign this Ground Lease and the communication facilities to a governmental entity or to any entity existing now or in the future that will be responsible for the operation, maintenance, management, updating and upgrade or replacement of the PSERN System as authorized by law.

NOW THEREFORE, for and in consideration of the mutual promises set forth hereinafter and as provided for in the above-referenced recitals, which are made a part of this Ground Lease, the Parties do hereby agree:

Section 1. Land

1.1 Leased Land. Subject to the terms and conditions set forth below, SPU leases to Lessee and Lessee leases from SPU, a portion of the Property, situated in King County, Washington, consisting of a 104' x 77' area, approximately 8,008 square feet ("Leased Land") for Lessee's exclusive use for the construction, operation and maintenance of a communication facility, including but not limited to a tower and associated equipment, necessary utilities for the PSERN System's facilities, a drainage field and improvements (the "Tower Facilities"), along with nonexclusive routes for ingress, egress, access and electric utilities over, under and across the Property, as more particularly described and depicted in Exhibit B annexed hereto, to conduct the Authorized Activities set forth in Section 4 and for no other purpose.

The Leased Land is leased from SPU to Lessee in an "as is, with all faults" condition, without warranty and without regard to Lessee's intended uses. Lessee acknowledges it has had the right and opportunity to inspect such Leased Land and that it relies on its own or its experts' knowledge in regard to the Leased Land.

Section 2. <u>Consideration</u>

2.1 Rent. Lessee agrees to pay the following fees for the rights and privileges set forth in this Ground Lease:

a. The annual rental fee to be paid SPU for the use of said Leased Land shall be TWENTY THOUSAND DOLLARS (\$20,000.00), commencing on the first day of the month following the earlier of the date Lessee commences construction of the Tower Facilities or twenty-four (24) months after the Effective Date ("Rent Commencement Date"). From and after the Rent Commencement Date, all of the annual rental fee shall be paid in lawful money of the United States of America in advance of or on the first day of January for each year of the Term (defined in Section 3.4). If the commencement, expiration or termination of the Term does not coincide with the calendar year, then the annual rental fee for such partial year shall be prorated. Notwithstanding anything in this Ground Lease to the contrary, provided SPU receives the first rental fee within forty-five (45) days after the Rent Commencement Date, such rental fee shall not be deemed past due and Lessee shall not be deemed to be in Default (defined in Section 7.1) of this Ground Lease.

b. If Lessee fails to make payment on or before January 1st of each year during the Term, and such failure is not cured within ten (10) business days after Lessee's receipt of written notice that such amount is past due, a late payment charge shall be assessed in the amount of FIVE HUNDRED DOLLARS (\$500.00). SPU shall notify Lessee of any assessment of late fees if rental fees are late. Late payment charges shall be paid within thirty (30) days of Lessee's receipt of SPU's written notice that a late fee has been assessed based on the late payment of the annual rental fee.

c. The Parties agree that they shall acknowledge in writing the Rent Commencement Date as follows: Lessee shall notify SPU in writing of the Rent Commencement Date and within ten (10) business days of receipt thereof, SPU shall acknowledge such date in writing as the Rent Commencement Date and return such signed written instrument to Lessee.

d. To assure proper posting of payments, Lessee shall note on its checks "SPU Ground Lease P.M. #T14-802." Annual rental fee payments shall be sent to:

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

e. The rental fee will be subject to an annual escalation of one and one-half percent (1.5%), commencing on the first day of January after the first full year of the Term, and on each January first thereafter during the Term.

f. Lessee hereby acknowledges and agrees that, in the event of an increase of rental fee either pursuant to Section 2.1.e or mutually agreed upon in writing by the Parties, all other provisions of this Ground Lease shall remain in full force, changed only by such alterations in the amount of the rental fee and not otherwise.

2.2 SPU's Right to Utilize Lessee's Facilities. Provided the Parties first enter into a mutually acceptable sublease agreement, SPU shall have the right to attach its own facilities on, to and within Lessee's Tower Facilities and/or occupy space within the Leased Land; provided such use and operations do not unreasonably interfere with the operation and maintenance of Lessee's Tower Facilities and Lessee's use of the Leased Land by Lessee or any pre-existing tenants thereon; and provided further that the Tower Facilities are structurally capable of supporting SPU's facilities without exceeding radio frequency ("RF") emission limits and there is sufficient space on the Leased Land to accommodate SPU's facilities. SPU shall provide Lessee with a written notice of intent to enter into a sublease with Lessee for the uses provided in this Section, and Lessee shall provide a draft sublease agreement to SPU for such attachment or use of space within a reasonable period of time thereafter. SPU and Lessee shall both use commercially reasonable efforts to negotiate and enter into a mutually acceptable sublease agreement for SPU's proposed use.

2.3. Lessee's Obligation to Remove Lessee's Tower Facilities and Personal Property.

a. Except as otherwise provided in this Ground Lease, all portions of the Tower Facilities brought and/or erected onto the Property by Lessee, including the tower itself and its foundation, will be and remain Lessee's personal property during the Term of this Ground Lease ("Personal Property"). During the Term of this Ground Lease and upon termination, Lessee shall have the right to remove some or all of its Personal Property, whether or not attached to the Leased Land, provided that such may be removed without serious damage to the Property. All damage to the Property caused by removal of Lessee's Personal Property shall be promptly restored or repaired by Lessee.

b. Lessee specifically acknowledges that as part of the consideration required for this Ground Lease, Lessee shall remove its Personal Property, including the tower itself and its foundations, from the Property within forty-five (45) days after the expiration or earlier termination of this Ground Lease, or within one (1) year after any written notice of early termination given pursuant to the terms of this Ground Lease, whichever is later. Lessee acknowledges and agrees that Lessee is obligated to pay the rental fee to SPU for the Leased Land until such time as the Lessee's Personal Property has been removed from the Leased Land or ownership thereof has transferred to SPU, in accordance with Section 2.3(e).

c. Upon the expiration or earlier termination of this Ground Lease, to the extent that Lessee has failed to comply with its obligation to remove its Personal Property from the Property, as provided in this Section, SPU shall have the right, but not the obligation, to remove and dispose of some or all of the Personal Property at Lessee's sole cost and expense; provided that Lessee need only reimburse SPU for its reasonable direct costs incurred to remove and dispose of the Personal Property.

d. Within forty-five (45) days after the expiration or earlier termination of this Ground Lease, or within one (1) year after any written notice of early termination given pursuant to the terms of this Ground Lease, whichever is later, Lessee shall at Lessee's sole cost and expense restore the Leased Land to the condition that existed prior to Lessee's occupancy, reasonable wear and tear excepted, including removal of the Personal Property in accordance with the terms of this Section, but excluding the replacement of trees or other landscaping that was removed during the construction process. To the extent that Lessee fails to restore the Leased Land to its original condition in accordance with this Section, and has failed to comply with this obligation within a reasonable period of time after receipt of written notice thereof, SPU shall have the right, but not the obligation, to restore the Leased Land, as provided for in this Section, at Lessee's sole cost and expense.

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

2.4 Payment of Taxes. The Parties acknowledge there are no real estate taxes assessed against the Leased Land, but there may be a leasehold tax. Provided Lessee is not otherwise exempt, Lessee will pay .1284% annual leasehold tax, and any taxes that may be imposed on the leasehold interest of the Lessee in the future, on an annual basis, unless a different payment schedule is approved by SPU.

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

2.6 Pro Rata Return for Termination. In the event that the rights granted by this Ground Lease are terminated prior to the expiration of the Term, Lessee shall be entitled to a refund or credit, whatever the case may be, of the pro rata share of any consideration paid to SPU and attributable to the unexpired Term of this Ground Lease; provided that Lessee shall remain obligated to pay the rental fee to SPU after the termination of this Ground Lease in accordance with the terms of Section 2.3 herein above.

2.7 Remaining in Possession/Holdover. In the event Lessee holds over on the Leased Land, in accordance with Section 3.3, provided the Parties are actively, in good faith, negotiating a new ground lease for Lessee's continued use of the Leased Land, Lessee shall continue to pay the rental fee in effect immediately prior to the expiration of this Ground Lease for such holdover period. In the event the Parties do not mutually agree on a new ground lease for Lessee's continued use of the Leased Land within six (6) months after the expiration of this Ground Lease, then Lessee shall pay on a monthly basis from that time going forward, as consideration for the continuing holdover, the equivalent of one hundred twenty-five percent (125%) of the equivalent monthly rental rate during the last month of the final Extension Term (defined in Section 3.2).

Section 3. Term

3.1 Initial Term. The initial term of this Ground Lease shall be twenty-five (25) years, commencing on the Rent Commencement Date and shall terminate on the twenty-fifth anniversary of the Rent Commencement Date, unless terminated sooner under the terms of this Ground Lease.

3.2 Extension Terms. Lessee shall have the right to extend the term of this Ground Lease for an additional three (3) periods of five (5) years each (each an "Extension Term"). Each Extension Term shall be exercised automatically, unless Lessee provides SPU written notice of its intent not to extend the term at least ninety (90) days prior to the expiration of the then-current initial term or Extension Term.

3.3 Holdover. In the event Lessee continues to utilize and occupy the Leased Land after the expiration of the initial term and all Extension Terms and such continued use is permitted by SPU, the Term of this Ground Lease shall convert to a month-to-month tenancy, terminable by either Party on thirty (30) days written notice. During such holdover term both Parties shall continue to remain bound and subject to all the terms and provisions of this Ground Lease.

3.4 Term. The initial twenty-five (25) year term, the Extension Terms and any holdover term whereby Lessee remains in possession of the Leased Land and continues operations of the Tower Facilities thereon, may be collectively referred to herein as the "Term."

Section 4. Lessee's Authorized Activities

4.1 Authorized Activities. Lessee's use of the Leased Land shall only be for the construction, installation, operation, maintenance, repair, replacement, modification, upgrade, update and removal of the Tower Facilities for the PSERN System as it is presently designed or may hereinafter be modified or changed, as well as the right to access the Leased Land across the Property from a public right-of-way, and the right to install one electric service line to the Leased Land from existing SPU electric facilities located on the Property, for a communications system to be used primarily for government use, including emergency services, public safety and other governmental purposes. Private uses of the Leased Land are not permitted without SPU's prior written consent. Lessee's proposed use of the Leased Land is subject to plan review and approval by SPU. From and after the date Lessee's plans have been approved by SPU, the use depicted thereon shall be referred to herein as the "Authorized Activities". No other activities may be conducted on the Leased Land without the prior written permission of SPU. Lessee shall have the continuing obligation to keep its Tower Facilities in a structurally safe, secure, and good working order. Lessee shall remove any antennae, dishes, cables, and related appurtenances that are no longer actively being used, or being maintained for contingent purposes. Not included in this Ground Lease are any rights to harvest, collect, or damage any natural resource, including aquatic life or living plants, unless required to facilitate Lessee's Authorized Activities on the Leased Land.

4.2 Compliance with Laws. Lessee shall, at all times, keep current and comply with all conditions and terms of any permits, licenses, certificates, regulations, ordinances, statutes, and

other government rules and regulations regarding the use of the Leased Land, including any authorized use of Hazardous Substances (defined in Section 4.4.d.) by Lessee. Lessee shall, at its sole expense, obtain all regulatory or proprietary consents or approvals required to be obtained from any federal, state or local entity in connection with the Authorized Activities on the Leased Land or Lessee's use and/or occupation of the Leased Land (collectively referred to hereinafter as "Government Approvals").

4.3 No Unlawful Use. Lessee shall not use or permit the Leased Land or any part thereof to be used for any purpose in violation of any municipal, county, state or federal law, ordinance or regulation. Lessee shall promptly comply, at its sole cost and expense, with all laws, ordinances and regulations now in force or hereafter adopted (but only if such newly adopted law, ordinance or regulation requires pre-existing uses to come into compliance therewith), relating to or affecting the condition, use or occupancy of the Leased Land.

4.4 No Hazardous Substances.

a. SPU is not aware of any Hazardous Substances (defined in Section 4.4.d) located on the Property in the soil, groundwater, or other environmental media, in violation of applicable laws. Lessee and SPU agree that they will not place, dispose of or store any Hazardous Substance on the Property in violation of applicable laws. The Parties acknowledge that, consistent with this Section, Lessee may be installing on the Property backup power devices such as batteries in quantities normal and customary for such use.

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

c. Without limiting the Lessee's obligation under Section 8.2, SPU shall indemnify, defend and hold harmless Lessee with respect to any and all Claims arising from the presence or release of any Hazardous Substances on the Property caused by SPU or its employees or agents, except to the extent that such Claims are caused by Lessee, its employees or agents. In addition, SPU hereby agrees to indemnify and hold harmless Lessee with respect to any and all Claims arising from the presence of any Hazardous Substances on the Property as of the Effective Date; provided that such Claims do not arise from, and are not otherwise exacerbated by, any of Lessee's actions or work on the Property.

d. For purposes of this Ground Lease, "Hazardous Substances" shall mean any substance subject to regulation under the Washington Hazardous Waste Management Act (Ch. 70.105 RCW) and implementing regulations, any "hazardous substance" under the Washington Model Toxics Control Act (Ch. 70.105D RCW) and implementing regulations, and any "hazardous substance" or "hazardous waste" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USC §§ 9602 et seq.) and implementing regulations, as these laws are amended from time to time; underground storage tanks, whether empty, filled or partially filled with any substance; asbestos; urea formaldehyde foam insulation; PCBs; and any other substance, waste, material or chemical deemed or defined as hazardous,

toxic, a pollutant, contaminant, dangerous or potentially dangerous, noxious, flammable, explosive, or radioactive, the removal of which is required or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or shipment of which is restricted, prohibited, regulated or penalized by any federal, state, county, municipal or other local governmental statute, regulation, ordinance or resolution as these laws are amended from time to time.

4.5 Lessee's Restrictions on Use. Lessee shall not cause or permit any damage to natural resources on the Leased Land, except as contemplated by the Authorized Activities. Lessee shall also not cause or permit any filling activity to occur on the Leased Land. This prohibition includes any deposit of rock, earth, ballast, refuse, garbage, waste matter (including chemical, biological or toxic wastes), hydrocarbons, any other pollutants, or other matter in or on the Leased Land, except as approved in writing by SPU. Lessee shall neither commit nor allow waste to be committed to or on the Leased Land. If Lessee fails to comply with all or any of the restrictions in use set out in this Section 4.5, SPU may take any steps reasonably necessary to remedy such failure. Upon demand by SPU, Lessee shall pay all costs of such remedial action, including but not limited to the costs of removing and disposing of any material deposited improperly on the Leased Land.

4.6 Due Diligence. For a period of thirty (30) days beginning from the Effective Date of this Ground Lease, Lessee shall have the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice. Lessee may also perform and obtain during this thirty (30) day period, at Lessee's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Lessee's use of the Leased Land will be compatible with Lessee's engineering specifications, system, design, operations or Government Approvals. In the event that Lessee determines that the Leased Land is incompatible for Lessee's Authorized Activities, Lessee may terminate this Ground Lease upon written notice to SPU within this thirty (30) day period.

4.7 Access and Utilities.

a. As part of the consideration for this Ground Lease, SPU hereby grants Lessee non-exclusive access routes on, over, under and across the areas designated in Exhibit B for ingress and egress, between the public right of way and the Leased Land, along the Tolt Pipeline Road, adequate to construct, install, operate, maintain, repair, replace, upgrade, update, and remove the Tower Facilities, and to service the Leased Land at all times during the Term of this Ground Lease. The right to use the access route provided hereunder shall have the same Term as this Ground Lease, commencing upon the Effective Date; provided that Lessee shall retain its access rights across the Property to and from the Leased Land after the effective expiration or termination date for the sole purpose of compliance with the removal and restoration terms of this Ground Lease. Such access route is provided in an "as is" condition, without warranty and without regard to Lessee's intended uses. Lessee acknowledges it has had the right and opportunity to inspect the access route identified in Exhibit B and that it relies on its own or its experts' knowledge in regard to such access rights. b. Lessee shall have the right to access the Leased Land, seven (7) days a week, twenty-four (24) hours a day, on foot, motor vehicle, including trucks, or by air over or along the access route depicted in Exhibit B.

c. Lessee shall have the right to construct a fence, lighting, cameras or alarm systems to secure the Leased Land. SPU shall not allow the placement, construction, or installation of any equipment or materials in the Leased Land without Lessee's prior written consent, which consent may not be unreasonably withheld, conditioned or delayed.

d. Intentionally omitted.

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

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

Section 5. SPU's Retained Rights and Continuing Operations

5.1 SPU's Retained Rights Continuing Operations. SPU reserves for itself, its officials, agents, contractors, employees, successors and assigns the right to construct, operate, test, repair and maintain existing and additional overhead and/or underground transmission and/or distribution and/or service lines, together with but not limited to, the facilities which are necessary and convenient for utility purposes on the Leased Land ("SPU Facilities"); provided such construction, operation, testing, repair and maintenance of the SPU Facilities does not unreasonably interfere with Lessee's physical use of the Leased Land or physical operation of the Tower Facilities thereon.

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

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

5.3 Intentionally omitted.

Section 6. Eminent Domain

6.1 Taking. If all of the Leased Land is taken by Eminent Domain (defined below), this Ground Lease shall terminate as of the date Lessee is required to vacate the Leased Land and all rental fees and any other additional fees owing shall be paid to that date; any unearned prorated portion of the pre-paid fees (including but not limited to rental fees) shall be returned to Lessee prior to the effective date of such taking. The term "Eminent Domain" shall include the taking or damaging of property by, through or under any governmental or statutory authority, and any purchase or acquisition in lieu thereof, whether the damaging or taking is by government or any other person. If a taking of any part of the Leased Land by Eminent Domain renders the remainder thereof unusable by Lessee, the Ground Lease may, at the option of Lessee, be terminated by written notice given to SPU not more than sixty (60) days after Lessee's receipt of written notice of the taking, and such termination shall be effective as of the date when Lessee is required to vacate the portion of the Leased Land so taken. Whenever any portion of the Leased Land is taken by Eminent Domain and this Ground Lease is not terminated, rental fees hereunder shall be reduced from the date Lessee is required to partially vacate the Leased Land in the same proportion that the Leased Land taken bears to the total Leased Land prior to taking.

6.2 Award.

a. SPU reserves all rights to the entire damage award or payment for any taking by Eminent Domain, and Lessee waives all claims for damages for termination of its leasehold interest in the Leased Land or for interference with its business. Lessee hereby grants and assigns to SPU any right Lessee may now have or hereafter acquires to such damage award, excluding such damages Lessee has a right to under Section 6.2.b herein below.

b. Notwithstanding anything herein to the contrary, Lessee shall have the right to claim from the condemning authority all compensation that may be recoverable by Lessee on account of any loss incurred by Lessee for business interruption and in removal or relocation of Lessee's structures and equipment on and from the Property; provided, however, that Lessee may claim such damages only if they are awarded separately in the Eminent Domain proceeding and not out of or as part of SPU's damages.

Section 7. Default

7.1 Definition.

a. If either Party violates or breaches or fails to keep or perform any covenant, term or condition of this Ground Lease, or if Lessee is adjudicated insolvent, such Party shall be deemed in default hereunder ("Default"). If a Default continues for or is not remedied within forty-five (45) days after written notice thereof has been given by the non-defaulting Party to the

defaulting Party specifying the Default, then the non-defaulting Party shall have the right, at its option, in addition to and not exclusive of any other remedy the non-defaulting Party may have under this Ground Lease or by operation of law, to terminate this Ground Lease upon written notice to the defaulting Party; provided that, if the Default cannot reasonably be cured within such forty-five (45) day period, and the defaulting Party has commenced to cure such Default within such forty-five (45) day period and such efforts are prosecuted to completion with reasonable diligence, then the non-defaulting Party shall not exercise its right to terminate this Ground Lease. In the event of termination pursuant to this Section, Lessee shall only be responsible for the rental fee until the date all Personal Property has been removed from the Leased Land, or ownership thereof has transferred to SPU, in accordance with the terms of Section 2.3 herein above.

b. In the event that Lessee is in Default of this Ground Lease beyond any applicable cure period, SPU shall have the following nonexclusive rights and remedies in addition to those set forth in Section 7.1.a, at its option: (i) to terminate this Lease and, provided Lessee is not in compliance with the terms of Section 2.3, reenter the Leased Land, take possession thereof, and remove all persons and property therefrom, for which actions Lessee shall have no claim thereon or hereunder; or (ii) subject to the terms of Section 13, to cure such Default on Lessee's behalf and at Lessee's sole expense, and to charge Lessee for all reasonable direct costs and expenses incurred by SPU in effecting such cure, including but not limited to attorneys' fees and costs.

c. In the event that SPU is in Default of this Ground Lease beyond any applicable cure period, Lessee shall have the right, in addition to those rights and remedies set forth in Section 7.1.a, at its option to cure such Default on SPU's behalf and at SPU's sole expense. In such event, within forty-five (45) days after SPU's receipt of an invoice setting forth Lessee's expenses incurred to cure SPU's Default, SPU shall repay Lessee the amount therein.

7.2 Reentry. If SPU terminates this Ground Lease and reenters the Leased Land under option (i) of Section 7.1.b, to obtain possession of the Leased Land and exclude Lessee from use thereof, Lessee shall be liable for and shall reimburse SPU upon demand for all reasonable costs and expenses incurred in retaking possession of the Leased Land and all other losses suffered by SPU as a consequence of Lessee's Default. In the event of any entry or taking possession of the Leased Land, SPU shall have the right, but not the obligation, to remove therefrom all or any part of the Personal Property, as defined in Section 2.3, located therein and may place the same in storage at a public warehouse at the expense and risk of Lessee.

7.3 Termination. If SPU elects to terminate this Ground Lease pursuant to the provisions of Section 7.1.a, Lessee shall be liable to SPU for any amount necessary to compensate SPU for all the detriment caused by Lessee's failure to perform its obligations under this Ground Lease, including but not limited to, any reasonable direct costs or expenses incurred by SPU in retaking possession of the Leased Land, including reasonable attorneys' fees therefore; repairing the Leased Land after such Default; returning the Leased Land to its condition prior to the Rent Commencement Date of this Ground Lease, including repairs or alterations to the Leased Land for such return; and any other reasonable costs directly necessitated by such Default.

7.4 **Consequential Damages**. Notwithstanding anything in this Ground Lease to the contrary, under no circumstances shall the defaulting Party be liable to the non-defaulting Party

for consequential, incidental or punitive damages that result from a Default, including, but not limited to, rental fees that would have accrued after the date all Personal Property has been removed from the Leased Land, or ownership thereof has transferred to SPU, in accordance with the terms of Section 2.3, costs incurred to re-let the Leased Land, and such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of Washington.

Section 8. <u>Release and Indemnification</u>

8.1 Release. SPU makes no covenant, representation, or warranty to the Lessee that any preexisting or subsequent user of the Property will not cause interference with or interruption of the Lessee's use of the Tower Facilities or the Leased Land. So long as SPU complies with its obligations under Section 28 and takes reasonable steps to cause any third-party users to comply with the requirements under Section 28, Lessee hereby releases SPU from any Claims arising from interference with Lessee's permitted use of the Leased Land for its Tower Facilities caused by third parties, except to the extent caused by SPU's negligence or willful misconduct.

8.2 Mutual Indemnification. As used in this Ground Lease, "Claims" means all claims, lawsuits, losses, damages, costs (including but not limited to reasonable attorney's fees), expenses and liabilities of any kind arising from damage to property or bodily injury, including death. The Lessee shall defend, indemnify and hold harmless SPU and its directors, officers, elected officials, employees, and contractors from and against any and all Claims to the extent caused by the Lessee's breach of this Ground Lease or the negligent acts or omissions of the Lessee, or its employees, elected officials, servants, contractors, licensees or invitees. SPU shall defend, indemnify and hold harmless the Lessee and its directors, officers, elected officials, employees, and contractors from and against any and all Claims to the extent caused by SPU's breach of this Ground Lease or the negligent acts or omissions of SPU, or its employees, elected officials, servants, contractors, licensees or invitees.

8.3 Waiver of Immunity under Title 51. Each Party agrees that the foregoing indemnity specifically covers actions brought by its own employees and that this indemnity shall survive termination or expiration of this Ground Lease. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, Revised Code of Washington ("RCW") Title 51, but only with respect to the other and to the extent necessary to provide a full and complete indemnity from Claims as required under Section 8.2. Each Party shall promptly notify the other of casualties or accidents occurring in or about the Property.

Section 9. Insurance

9.1 Lessee's Insurance Coverages and Limits. Lessee shall, at its sole cost and expense, maintain, and cause its subtenant(s), if any, to maintain in full force and effect the following minimum limits of insurance or self-insurance, and adhere to all terms and conditions set forth below, throughout the entire Term:

a. **Commercial General Liability** ("CGL") written on an occurrence form at least as broad as ISO CG 00 01, with minimum limits of liability:

\$1,000,000 per Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal/Advertising Injury Liability
\$1,000,000 Damage to Premises Rented to You

Employers Liability / Washington Stop Gap

\$1,000,000 Each Accident / Each Disease / Policy Limit

Alternatively, coverage may be evidenced as Employer's Liability insurance under Part B of a Workers Compensation insurance policy.

CGL Coverage shall include: Premises and Operations; Broad Form Property Damage (Including Completed Operations); Liability assumed under an Insured Contract, subject to standard policy exclusions (including tort liability of another assumed in a business contract); Personal Injury and Advertising Liability; Independent Contractors; Severability of Interest Clause; Waiver of Subrogation endorsement in favor of Owner as required by contract; "Claims Made" and "Modified Occurrence" policy forms are not acceptable.

The limits of liability described above are minimum limits of liability only. Regardless of provisions to the contrary under the terms of any insurance policy maintained by Lessee, the specification of any such minimum limits shall neither be (1) intended to establish a maximum limit of liability to be maintained by Lessee regarding this Ground Lease, nor (2) construed as limiting the liability of any of Lessee's insurers, which must continue to be governed by the stated limits of liability of the relevant insurance policies.

b. Automobile Liability insurance at least as broad as ISO CA 00 01 including coverage for owned, non-owned, leased or hired vehicles, as applicable, with a minimum limit of \$1,000,000 each accident for bodily injury and property damage.

c. Workers' Compensation insurance, or qualified self-insurance, securing Lessee's liability for industrial injury to its employees in accordance with the provisions of Title 51 of the RCW.

d. **Umbrella or Excess Liability** insurance if and as necessary to maintain total CGL and Automobile Liability insurance limits of \$5,000,000 each occurrence and be no less broad than coverages described above.

e. **Property** insurance under which the Lessee's Tower Facilities and all alterations, additions and improvements that Lessee makes to the Leased Land are insured throughout the Term in an amount not less than the replacement cost new thereof, against the following hazards: (i) loss from the perils of fire and other risks of direct physical loss (earthquake optional), not less broad than provided by the insurance industry standard "Causes of Loss - Special Form" (ISO form CP 1030 or equivalent); (ii) loss or damage from water leakage or sprinkler systems now or hereafter installed in or on the Leased Land; (iii) loss or damage by explosion of steam boilers, pressure vessels, or above-ground oil or gasoline storage tanks or similar apparatus now

or hereafter installed on the Leased Land; and (iv) loss from business interruption or extra expense, with sufficient coverage to provide for the payment of the annual rental fee and other costs during any interruption of Lessee's business. SPU shall be named as an additional loss payee, as its interest may appear, as respects property insurance covering the alterations, additions and improvements under such policy.

f. In the event that SPU deems insurance to be inadequate to protect Lessee and SPU, Lessee shall reasonably increase coverages and/or liability limits as SPU shall deem reasonably adequate within sixty (60) days after the date of written notice.

9.2 Terms and Conditions for Lessee's Insurance.

a. **SPU as Additional Insured.** The CGL insurance and, in addition, excess and/or umbrella liability insurance, if any, shall include "SPU, its officers, officials, employees, agents and volunteers" as additional insureds. Lessee's insurance shall be primary and non-contributory to any insurance maintained by or available to SPU. If the Lessee's self-insurance program does not allow for additional insureds, this paragraph does not apply.

b. **Required Separation of Insured Provision; Cross-Liability Exclusion and other Endorsements Prohibited.** Lessee's CGL insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer's liability. Lessee's CGL insurance policy shall not contain any provision, exclusion or endorsement that limits, bars, or effectively precludes SPU from coverage or asserting a claim under the Lessee's CGL insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy.

c. **Cancellation Notice.** Coverage shall not be cancelled without forty-five (45) days written notice of such cancellation, except ten (10) days written notice as respects cancellation for non-payment of premium, to SPU at its notice address set forth in Section 14 below, except as may otherwise be specified in RCW 48.18.290 (Cancellation by insurer). SPU and the Lessee mutually agree that for the purpose of RCW 48.18.290(1)(a), for both liability and property insurance, SPU is deemed to be a "mortgagee, pledge, or other person shown by (the required insurance policies) to have an interest in any loss which may occur thereunder."

d. **Minimum Security Requirements.** Each insurance policy required hereunder shall be: (1) subject to reasonable approval by SPU that it conforms with the requirements of this Section, and (2) be issued by an insurer rated A–:VIII or higher in the then-current A. M. Best's Key Rating Guide and licensed to do business in the State of Washington unless procured under the provisions of Chapter 48.15 RCW (Unauthorized insurers).

e. **Deductible or Self-Insured Retention.** Any deductible or self-insured retention ("S.I.R.") must be disclosed to, and shall be subject to reasonable approval by, SPU. Lessee shall cooperate to provide such information as SPU may reasonably deem to be necessary to assess the risk bearing capacity of the Lessee to sustain such deductible or S.I.R. The cost of any claim falling within a deductible or S.I.R. shall be the responsibility of Lessee. If a deductible or S.I.R. for CGL or equivalent insurance is not "fronted" by an insurer but is funded and/or administered by Lessee or a contracted third-party claims administrator, Lessee agrees to defend and

indemnify SPU to the same extent as SPU would be protected as an additional insured for primary and non-contributory limits of liability as required herein by an insurer.

9.3 Property Insurance Coverage and Limits. During such time as Lessee is engaged in the performance of the initial installation or other structural renovation of the Property, the Lessee or its contractor(s) shall maintain in full force and effect "All Risks" builder's risk property insurance or reasonable equivalent for the portion of the Property under structural renovation, including fire and flood, on a replacement cost new basis. In the event of a Claim under the builder's risk policy, Lessee or its contractor(s) shall be responsible for paying any deductible under the policy if Lessee or any of its agents, employees, or contractors is responsible for the loss or damage. It shall be Lessee's responsibility to properly coordinate with SPU's Risk Management Division the placement of builder's risk property insurance <u>prior to</u> any new construction on, or structural alteration of, the Property.

9.4 Waiver of Subrogation. Unless such waiver would void the property insurance coverage to be provided pursuant to this Section 9, SPU and Lessee waive all subrogation rights each may have against the other, or any subtenant, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Section 9 or other property insurance applicable to the Property or other structures within the Tolt Water Corridor, except such rights as they have, to proceeds of such insurance held by SPU or the Lessee or both as fiduciary. This waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, whether or not the person or entity has an insurable interest in the property damaged.

9.5 Evidence of Insurance. On or before the Rent Commencement Date, and thereafter not later than the last business day prior to the expiration date of each such policy, the following documents must be delivered to SPU at its notice address set forth in Section 14 below as evidence of the insurance coverage required to be maintained by Lessee:

a. Certification of insurance documenting compliance with the coverage, minimum limits and general requirements specified herein;

b. A copy of the policy's declarations pages, showing the insuring company, policy effective dates, limits of liability, and the "Schedule of Forms and Endorsements" specifying all endorsements listed on the policy including any company-specific or manuscript endorsements;

c. A copy of the CGL insurance policy endorsements expressly including SPU and its officers, elected officials, employees, agents and volunteers as additional insureds (whether on ISO Form CG 20 26 or an equivalent additional insured or blanket additional insured policy wording), showing the policy number;

d. Pending receipt of the documentation specified in this Section 9.5, Lessee may provide a copy of a current complete binder. An ACORD certificate of insurance will not be accepted in lieu thereof; and

e. Evidence of insurance as set forth above, shall be issued to SPU, at SPU's notice address set forth in Section 14 below.

f. In lieu of the above documents, Lessee may provide SPU with a letter of selfinsurance as adequate proof of coverage. Lessee is required to update such proof only upon substantial changes to its self-insurance program; provided that if the Lessee assigns this Ground Lease as permitted under Section 10, the Lessee or its assignee shall provide proof of coverage in compliance with the requirements of this Section 9 prior to or upon the effective date of the assignment.

9.6 Assumption of Property Risk. The placement and storage of Lessee's Tower Facilities in or about the Leased Land shall be the responsibility, and at the sole risk, of Lessee.

9.7 Adjustments of Claims. The Lessee shall provide for the prompt and efficient handling of all Claims for bodily injury, property damage or theft to the extent arising out of, and subject to the terms of Section 9.4, Waiver of Subrogation, the activities of the Lessee under this Ground Lease.

9.8 Lessee's Responsibility. The procuring of the policies of insurance required by this Ground Lease shall not be construed to limit the Lessee's liability hereunder. Notwithstanding said insurance, and subject to the terms of Section 9.4, Waiver of Subrogation, the Lessee shall be obligated for the full and total amount of any damage, injury or loss caused by the negligence of the Lessee, or any of its agents, officers and employees or through Lessee's use or occupancy of the Property.

9.9 Third-Party Insurance. Before authorizing any contractor or third-party to enter onto the Property to perform any activity on behalf of the Lessee, the Lessee shall be responsible for ensuring that all such parties are insured in the forms described in Section 9.5, Evidence of Insurance, herein above and meet all requirements in Sections 9.1.a, b, c, f, 9.2, 9.5, 9.6, 9.7, and 9.8.

9.10 The Lessee maintains a fully funded self-insurance program for the protection and handling of its liabilities including injuries to persons and damage to property. SPU acknowledges, agrees and understands that the Lessee is self-funded for all of its liability exposures for this Ground Lease. The Lessee agrees to provide SPU with at least thirty (30) days prior written notice of any material change in the Lessee's self-funded insurance program. SPU further acknowledges, agrees and understands that the Lessee does not purchase CGL insurance and is a self-insured governmental entity; therefore, the Lessee does not have the ability to name SPU as an additional insured.

Section 10. Assignment

Lessee shall not assign this Ground Lease without express written permission of SPU, which shall be at SPU's sole discretion. SPU acknowledges that Lessee and other municipalities participating in the PSERN System intend to establish a new governmental non-profit entity that will eventually own and operate the PSERN System ("PSERN Operator"). Notwithstanding anything in this Ground Lease to the contrary, Lessee may assign its interest in this Ground Lease, without SPU's consent, to the PSERN Operator, provided that such PSERN Operator is a

governmental agency and such agency agrees to assume in writing all of the rights, obligations and conditions of this Ground Lease without change. Once this Ground Lease has been assigned to the PSERN Operator, no further assignment of this Ground Lease shall be permitted without the express written permission of SPU, which shall be at SPU's sole discretion. In the event of an assignment in accordance with the terms herein, the assignor will be relieved of all future performance, liabilities and obligations under this Ground Lease to the extent of such assignment.

Section 11. <u>No Liens or Encumbrances</u>

Lessee acknowledges and agrees that it will not pledge or use in any fashion the rights and privileges granted herein as security for any purpose. Lessee further acknowledges and agrees not to permit any liens or encumbrances from any source or for any purpose whatsoever arising out of Lessee's use of the Leased Land to attach to the Property; provided however that SPU agrees to sign a short form memorandum of this Ground Lease that Lessee may record at Lessee's expense.

Section 12. Insolvency

In the event that Lessee becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the Lessee, and such receiver, assignee or other liquidating offer is not discharged within thirty (30) days from the date of his appointment, then SPU may terminate this Ground Lease at its option.

Section 13. SPU May Perform

a. If the Lessee breaches or fails to do any covenant, act or thing required to be done by the Lessee under this Ground Lease, except to pay rental fees, SPU may notify the Lessee of such failure, and give Lessee forty-five (45) days to correct such breach or perform such act or thing. In the event Lessee fails to perform within said forty-five (45) days, SPU shall have the right, at its sole option, but not the obligation, to do such act or thing on behalf of the Lessee, and within forty-five (45) days after Lessee's receipt of an invoice from SPU, including reasonably acceptable documentation supporting SPU's reasonable expenditure in connection therewith, the Lessee shall repay SPU the amount thereof. All such monies due shall be subject to interest at the rate of twelve percent (12%), or the maximum amount permitted at law, whichever is less, per annum, from the date that is forty-five (45) days after Lessee's receipt of SPU's invoice for said expenditure to the date of the Lessee's repayment.

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

Section 14. Notices

Any notice, consent, request, or other communication provided for in this Ground Lease shall be in writing and shall be sent by registered or certified mail to the addresses listed below, unless a different address shall be designated in writing and delivered to the other Party.

If to SPU: Seattle Public Utilities Facilities & Real Property Seattle Municipal Tower, Suite 4900 700 5th Avenue Seattle WA 98104

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

If to Lessee: King County Facilities Management Division Real Estate Services Attention: Leasing Supervisor Re: <u>Swan PSERN Lease</u> 500 Fourth Avenue, Suite 830 Seattle, WA 98104

With a copy to: King County Facilities Management Division Director's Office Attention: Gail Houser RE: <u>Swan PSERN Lease</u> 500 Fourth Avenue, Suite 800 Seattle, WA 98104

With a copy to: King County Emergency Radio Communications Division - KCIT Attention: Marlin Blizinsky RE: <u>Swan PSERN Lease</u> 401 Fifth Avenue, Suite 600 Seattle, WA 98104

Notices shall be deemed to have been given when properly sent and received, refused or returned undelivered. Either Party may change their notice addresses set forth herein by giving the other Party thirty (30) days written notice thereof.

Section 15. Applicable Law and Venue

This Ground Lease shall be interpreted and construed pursuant to the laws of the State of Washington. Venue for any action arising out of or in connection with this Ground Lease shall be with King County Superior Court at Seattle.

Section 16. Intentionally omitted.

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Section 17. Representation or Warranty

a. SPU makes no representations or warranties, and shall not in any way be liable for or, with respect to the condition of the Leased Land, or the Leased Land's suitability for Lessee's intended use, or for any use whatsoever and Lessee assumes the responsibility and risks of all defects and conditions in the Leased Land and surrounding areas, if any, that cannot be observed by casual inspection. Lessee acknowledges that Lessee has had the opportunity to inspect the Leased Land and Lessee will be relying entirely upon its own inspection and/or on any consultant Lessee may retain.

b. The Parties warrant that the officers and individuals executing below have been duly authorized to act for and on behalf of the Party for purposes of executing this Ground Lease and granting use of the access and utility routes set forth herein.

c. SPU represents, warrants and agrees that SPU's execution and performance of this Ground Lease will not violate any laws, covenants or the provisions of any mortgage, lease or other agreement binding on SPU.

Section 18. Quiet Enjoyment

Lessee understands and specifically acknowledges that this Ground Lease does not provide the normal quiet enjoyment provisions typical of other leases. If Lessee fully complies with and promptly performs all of the terms, covenants and conditions of this Ground Lease on its part to be performed, it shall have the right of quiet and peaceful use, possession and enjoyment of the Leased Land throughout the Term, subject, however, to SPU's retained rights and ongoing operations specifically set out in Section 5 herein above.

Section 19. Severability

In case any one or more of the provisions contained in this Ground Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Ground Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 20. No Waiver

No waiver of any right under this Ground Lease shall be effective unless contained in a writing signed by an authorized representative of the Party sought to be charged with the waiver, and no waiver of any right arising from any breach shall be deemed to be a waiver of any future right or any other right arising under this Ground Lease.

Section 21. Force Majeure

Neither Party shall be deemed in Default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder, if such is due to any cause beyond its reasonable control, including, but not limited to an act of nature, act of civil or military authority,

fire, flood, windstorm, earthquake, strike or labor disturbance, civil commotion, delay in transportation, governmental delay, or war.

Section 22. <u>Time</u>

Time is of the essence of this Ground Lease.

Section 23. Other General Terms and Conditions

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

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

23.3 After the initial installation of the Tower Facilities, Lessee shall obtain SPU's written consent prior to making any material changes to the Tower Facilities and the electric utility servicing the Tower Facilities that require a local governmental land use or building permit, which consent shall not be unreasonably withheld, delayed or conditioned. Except as provided herein above, after the initial installation of the Tower Facilities, SPU's consent shall not be required for any installation, maintenance, repair, replacement, addition, removal, update or upgrade of any of the Tower Facilities or the Leased Land, so long as it does not interfere with the then-current use of the Property by SPU.

23.4 SPU's execution of this Ground Lease will signify SPU's written approval of the site plans attached to this Ground Lease as Exhibit B, and will signify SPU's written approval of the Tower Facilities described in such site plans, including but not limited to Lessee's utility facilities, backup power batteries, generator(s) and fuel storage tank(s) depicted, listed or referenced thereon.

23.5 In all cases under this Ground Lease where SPU's prior written consent is required for any improvements to the Leased Land and/or the Tower Facilities, Lessee shall submit its written request for approval thereof to SPU, including proposed site plans therefor. If the General Manager & Chief Executive Officer of SPU, or his or her authorized representatives, fails to respond in writing to Lessee's proposed plans within thirty (30) days of their receipt, the plans will be deemed approved. After approval (or deemed approval), the plans will be considered incorporated into this Ground Lease as Exhibit C. If there is any discrepancy between the plans attached at Exhibit B and those of Exhibit C, the site plans approved (or deemed approved) by SPU last in time shall control. If SPU disapproves the plans, then Lessee will provide SPU with revised plans. In the event SPU disapproves the revised plans, Lessee may either: i) make further revisions to the plans and submit them to SPU for review, or ii) terminate this Ground Lease immediately by providing written notice to SPU.

23.6 The Lessee agrees to provide SPU a copy of all reports prepared by a qualified structural engineer that verify Lessee's tower is in compliance with the current standards of TIA/EIA 222. Lessee shall obtain such report at a minimum of once every five (5) years after the initial installation of its tower on the Leased Land.

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

23.8 Where this Ground Lease has provided Lessee use of roadways on the Property, such use of said roadways shall not be deemed or held to be an exclusive use, or prohibit SPU from granting other permits of like or other nature, or interfere with SPU's use of said access roadways, or affect its jurisdiction of all or any part of it.

23.9 The Lessee understands and agrees that its status under this Ground Lease is only that of interim tenants, with term of tenancy limited by the terms of this Ground Lease; that cancellation or nonrenewal of this Ground Lease for any reason specifically provided in this Ground Lease shall not render the Lessee a "displaced person" and does not qualify it to any benefits under present or future relocation assistance laws, rules or regulations, except as such benefits may be available in accordance with Section 6.2 herein.

23.10 The Lessee agrees to maintain the Leased Land in an orderly, fit and sanitary condition, and to leave the same in an orderly, fit and sanitary condition at the expiration of the Term of this Ground Lease, or upon an earlier termination thereof, and shall peacefully surrender such Leased Land and the use thereof in accordance with the terms of Section 2.3 herein.

23.11 The General Manager & Chief Executive Officer of SPU, or his or her authorized representatives, shall have the right at all reasonable times, upon not less than five (5) business days prior written notice to Lessee and an opportunity for Lessee's representatives to be present, to inspect the Tower Facilities for the purpose of observing the conditions thereof, and the manner of compliance by the Lessee with the terms and conditions of this Ground Lease. SPU may not authorize any third party to access the Tower Facilities without Lessee's consent and without a representative of Lessee being present at the time of such access, unless otherwise required by law, government regulation or court order.

23.12 The Lessee shall not at any time interfere with SPU's access to and over the Property, excluding the Leased Land.

23.13 The Lessee shall be responsible for maintenance of the Leased Land. Lessee shall not place debris outside the Leased Land. If debris is placed outside the Leased Land, SPU reserves the right to remove the debris. The direct cost of the cleanup shall be paid by the Lessee. After initial installation by Lessee, SPU shall maintain the portion of the gravel access road between the Pipe Line Road to the Leased Land in the same manner and condition as Pipe Line Road is currently maintained by SPU.

23.14 The Lessee agrees that use of the Leased Land must be consistent with applicable zoning laws and regulations; where the proposed use is not consistent with said laws, said use is

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conditioned upon the Lessee obtaining conditional zoning, or if use is an existing nonconforming use and the local jurisdiction enforces the current zoning.

23.15 The placement of underground utility lines outside the Leased Land must be indicated above ground in a manner approved by the General Manager & Chief Executive Officer of SPU in his or her sole discretion.

23.16 This Ground Lease may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

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

Section 24. Binding Effect

The covenants and agreements of this Ground Lease shall be binding upon and inure to the benefit of SPU and the Lessee and their heirs, executors, administrators, successors and assigns.

Section 25. <u>Entire Agreement</u>

This Ground Lease and its exhibits set forth the entire agreement of the Parties as to the subject matter hereof and supersede all prior discussions and understandings between them. This Ground Lease may not be amended, except by instrument in writing signed by a duly authorized representative of each Party hereto.

Section 26. Non-Discrimination

a. Lessee and SPU, for themselves, their successors, and assigns, as a part of the consideration hereof, do hereby covenant and agree to comply with all civil rights and antidiscrimination requirements of federal, state or local laws applicable to the Property, including, without limitation, Chapter 49.60 RCW. Lessee and SPU shall not discriminate on the basis of race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under King County Code Ch. 12.16.125. Lessee shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, Chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a Default of this Ground Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part, of this Ground Lease and may result in ineligibility for further agreements between the Parties. b. Furthermore, Lessee and SPU shall comply with all applicable equal employment opportunity and nondiscrimination laws of the City of Seattle, including but not limited to Chapters 14.04, 14.10 and 20.42 of the Seattle Municipal Code, as they may be amended from time to time, and rules, regulations, orders and directives of the associated administrative agencies and their officers.

Section 27. Termination by Lessee

Lessee retains the right to terminate this Ground Lease for no reason whatsoever upon one (1) year written notice to SPU. In the event of termination of this Ground Lease as provided for in this Section, Lessee shall remove all Personal Property and the Tower Facilities and repair any damage to the Property and the SPU Facilities that Lessee causes, at its sole expense, as provided for in Section 2.3.

Section 28. Interference

a. Where there are existing radio frequency user(s) on the Property, SPU will provide Lessee with a list of all existing radio frequency user(s) on the Property and the frequencies used by each to allow Lessee to evaluate and avoid the potential for interference. Lessee warrants that its use of the Leased Land will not interfere with existing radio frequency user(s) so disclosed by SPU at the time Lessee begins its use of the Leased Land, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws, licenses and manufacturers' specifications. Lessee shall perform a radio frequency intermodulation study prior to the installation of the Tower Facilities on the Leased Land to confirm that such proposed installation will not create interference with any existing radio frequency user(s) on the Property.

b. Without Lessee's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, SPU will not grant a lease, license or any other right to any third party for the use of the Property if such use may in any way adversely affect or interfere with Lessee's equipment, Lessee's operations, or Lessee's rights under this Ground Lease.

c. SPU further agrees to include in all future leases, licenses and agreements to utilize the Property the requirement to comply with terms that are substantially equivalent to the following: (i) comply with the rules, regulations, and licenses of the Federal Communications Commission ("FCC"); (ii) cease operating any equipment which causes interference within twenty-four (24) hours after receipt of written notice of interference, except for intermittent testing to determine the cause of such interference, until the interference has been corrected; (iii) perform radio frequency intermodulation studies prior to the installation of additional equipment or radio frequencies to confirm that the proposed installation will not create interference with existing uses; (iv) reasonably cooperate with other users in order to troubleshoot the cause of any radio frequency interference and to incur the expense to cure the interference. If the interference cannot be cured using commercially reasonable efforts, such user shall remove from the Property the equipment that causes the interference.

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

e. For the purposes of this Ground Lease, "interference" includes harmful interference as defined by the FCC, and any use on the Property or surrounding property that causes physical obstruction with the use of the Leased Land.

Section 29. Disaster

In the event the Tower Facilities or Leased Land are destroyed or damaged by fire, earthquake or other casualty so as to render the Tower Facilities or Leased Land unfit for use as provided for herein, Lessee may terminate this Ground Lease upon written notice to SPU given within forty-five (45) days after the date of the damage or destruction, the effective termination date for which shall be retroactive to the date of damage or destruction. If the Lessee believes it is feasible to relocate the Tower Facilities to a different location on the Property, SPU will endeavor to provide an interim site for Lessee to locate temporary, mobile Tower Facilities and equipment as necessary to continue service during repair or relocation of the Leased Land or Tower Facilities. Unless otherwise agreed in writing by SPU, the permission for any interim site shall cease one (1) year after the date of the damage or destruction.

Section 30. Exhibits

The following Exhibits are attached hereto and hereby incorporated and made a part of this Ground Lease:

Exhibit A:	Legal Description of SPU's Property
Exhibit B:	Legal Description and Depiction of Leased Land and Depiction of Tower Facilities
Exhibit C:	SPU approved Site Plans (to be attached upon SPU approval, which need not be prior to the Effective Date of this Ground Lease)

[SIGNATURES ON FOLLOWING PAGE]

GRANTED as of the Effective Date.

KING COUNTY,

a political subdivision of the State of Washington

THE CITY OF SEATTLE,

Date:_____

By:____ Name:

a municipal corporation of the State of Washington, by and through its Seattle Public Utilities Department

Its: General Manager & Chief Executive Officer

By:	_
Name: Anthony O. Wright	
Its: Director, Facilities Management Divis	ion
Date:	

Approved as to form:

Busch Law Firm PLLC

-

STATE OF WASHINGTON)) ss. COUNTY OF KING)

On this ______ day of ______, 2017, I certify that I know or have satisfactory evidence that _______ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the <u>General Manager & Chief Executive Officer</u>, Seattle <u>Public Utilities Department</u>, of <u>The City of Seattle</u>, a municipal corporation of the State of Washington, to be the free and voluntary act of such Party for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal the day and year last above written.

Notary (print name) ______ Notary Public in and for the State of Washington, residing at ______ My Appointment expires ______

STATE OF WASHINGTON)) ss. COUNTY OF KING)

On this ______ day of ______, 2017, I certify that I know or have satisfactory evidence that <u>Anthony O. Wright</u> is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the <u>Director</u>, <u>Facilities Management Division</u>, of <u>King County</u>, a political subdivision of the State of Washington, to be the free and voluntary act of such Party for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal the day and year last above written.

Notary (print name) ______ Notary Public in and for the State of Washington, residing at ______ My Appointment expires ______

18614

EXHIBIT A (Legal description of Property)

Legal Description of SPU's Property:

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

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

APN: 292608 9004

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

EXHIBIT B

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

Legal Description of the Leased Land:

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

COMMENCING AT THE WESTERLY QUARTER CORNER OF SAID SECTION 29;

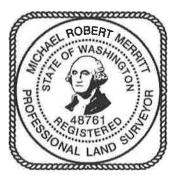
THENCE SOUTH 00°14'23" WEST, A DISTANCE OF 872.34 FEET ALONG THE WEST LINE OF SAID SECTION TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE CENTER BEARS NORTH 85°04'17" EAST, SAID CURVE HAVING A RADIUS OF 999.21 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 287.00 FEET THROUGH A CENTRAL ANGLE OF 16°27'24 TO A CONCRETE MONUMENT;

THENCE NORTH 76°50'35" EAST, A DISTANCE OF 780.59 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 12°59'18" EAST, A DISTANCE OF 135.59 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 10°54'37" EAST, A DISTANCE OF 77.00 FEET;

THENCE SOUTH 79°05'23" WEST, A DISTANCE OF 104.00 FEET;

THENCE NORTH 10°54'37" WEST, A DISTANCE OF 77.00 FEET;

THENCE NORTH 79°05'23" EAST, A DISTANCE OF 104.00 FEET TO THE POINT OF BEGINNING.



Depiction of Leased Land & Tower Facilities: See following 2 pages of Exhibit B.

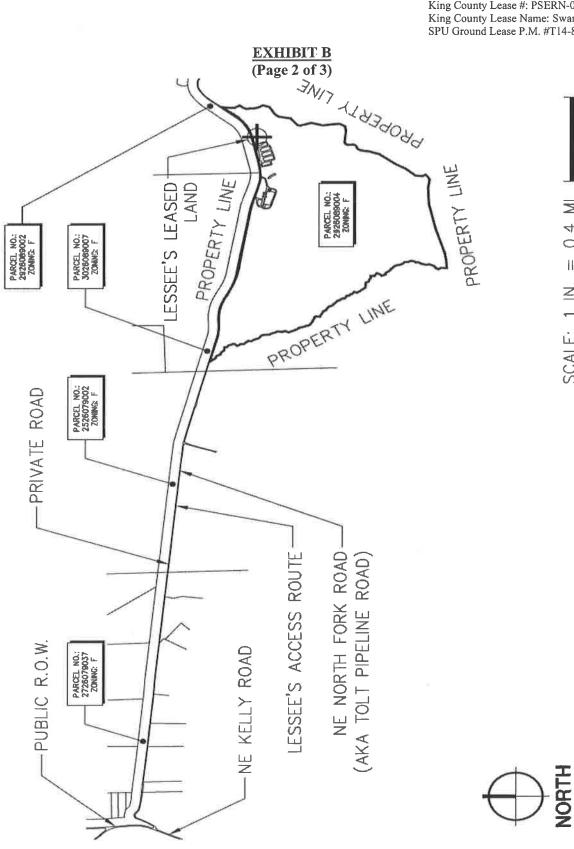
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SCALE:



Page 28 of 30



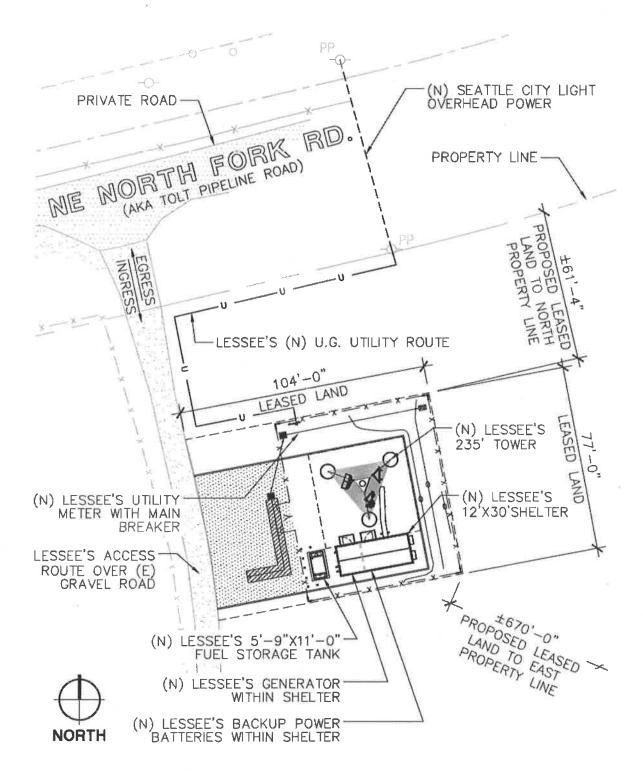


EXHIBIT C (SPU approved Site Plans)

See attached 28 pages.

	SPECIAL INSPECTIONS CALL SURVEY COURT SHEET AND GENERAL NOTES 1 TEMPORAY ERGSION CONTROL PLAN 1 TEMPORAY ERGSION CONTROL PLAN 1 GRADING AND DRAINAGE PLAN 1 O OVERALL PROPOSED SITE PLAN	Г				King County
A-2 A-3 A-4 A-4 A-4 A-4 A-4 A-4 A-4	ANTENNA PLAN APOROSED ELEVATIONS DETAILS OETAILS OETAILS AL2 DETAILS AL2 DETAILS AL4 DELEVATIONS AL4 GENERATOR DETAIL	Ĺ	pugei suunu i		ENCY RADIO NETWORK build)	PLICET SOUND ENERGENCY RADIO NETWORK
F2_1 TOW D-1	DETAILS YER 143905 SLAB FOUNDATION INSTALLATION				/AN	(NEW BUILD) 38025 NE NORTH FORK RD, DUVALL WA 98019
MEC M1_0	143904 STRESS ANALYSIS CHANGL O TULL SYSTEM PIPING PLAN CITERCAL LECTRICAL SITE PLAN CONFLINE DUSANA & PANEL SCHEDULE 21 ORUNUS PLANS & MOTES 31 GROWNING PLANS & MOTES 31 GROWNING PLANS & MOTES 31 GROWNING PLANS & MOTES			DUVALL,	RTH FORK RD. WA 98019	PADRIE DISHERATION
2015 2015 2015 2015 2015 2014	51 GROUNDING PLANS & NOTES CROUNDING PLANS & MOTES SHINGTON STATE CODE COMPLIANCE SHE, STANDARDS AND AMENDMENTS, WAC 51-50 S IFC, STANDARDS AND AMENDMENTS, WAC 51-52 S IFC, STANDARDS AND AMENDMENTS, WAC 51-54 S UPC, STANDARDS AND AMENDMENTS, WAC 51-54, 51-57 4 NEC, STANDARDS AND AMENDMENTS, WAC 296-468 S IFC/WASHINGTON STATE LEVERKY CODE, WAC 51-11C		LONGI	TUDE: 121	42'23.62" Ν (NAD 83) °49'01.66" W (NAD 83) TON: 698.70' (NAVD 8ε)	
PROJ KING TECHI 401 SEATI CONT PHON ĐAQI	ROJECT SUMMARY ECTIMMAGE: CONT OPARTINET OF NFORMATION MACON CCT THE MARK STATUS THE MARK STATUS THE MARK STATUS THE MARK STATUS MARK STATUS	SEPARATE PERMITS FROM FIRE DEPART FUEL TANKS GENERATOR FUEL PIPING FIRE SUPPRESS	TO BE OBTAINED MENTI SION SYSTEM: FM200		CONFIDENTIAL AND PROPRIETARY	PROJECT MANAGER ELC PROJECT MANAGER ELC PROJECT MANAGER ELC
401 SEAT	HARCAL LEAD ALL FORMATION ALL FUENCOR COUNTY DEPARTMENT OF INFORMATION SOLO (KCT) STH AVENUE, STH FLOOR SEATLE, WA 89108 LTL_WA 86104 CONTACT. WARK REP	SIGNATURE	BLOCK		AREA MAP	APPROVED BY. PN
	BTRUCTION MANAGER DEBIGN CONSULTANT	TITLE	SIGNATURE	DATE		A 07/21/11 0PB1ED SURVEY A 07/21/11 0PB1 EDWAD/05 A 04/27/11 ELETHIGAL TE→N W/ SGL A 04/12/17 INTUED FUR PERMIT
TECHU 401 SEAT OFFIC MOBIL EMAIL	NOLGO? 19401 40TH AVE W, SUTE 304 STH AVENUE, STH PLOOR LINAWOOD, WA SEQUE TLE, WA SB104 COMTACT: DRIC CAMP TACT: ROSET ROLLIN PHONE: 425-740-6392 CE: 206-477-3772 EMAIL: Bric.CompeCMMPASSOC.com DE: 206-872-4273 EMAIL: Bric.CompeCMMPASSOC.com	CONSTRUCTION MANAGER			SITE	Plan Reviewers signature
SITE	E NAME- SWAN E ADDRESS- 39025 NE NORTH FORK RD. DUVALL WA 95019	RF ENGINEER			ANN AND	
JURI	ND OWNER- SEATLE CITY OF SPU_WTR ISDRTON KING COUNTY CEL MUMBER- 292608-9004 CEL SIZE 19.920.000 SQ. FT. (457.3 ACRES)	REAL ESTATE				ARCHITECTS STAMP
ZON	NING- F (FOREST) JUPANCY- U (UNOCCUPIED) NSTRUCTION TYPE- V-B	SITE ACQUISITION			NORTH	SHEET NAME
NEW SUR	W IMPERVIOUS RFACES: 4,931 SQ. FT.	PROPERTY OWNER			DRIVING DIRECTIONS: 1) DEPART 40 STH ARC ON STH ARC S (5007H) [0.2 H.] 3) TURN RESHT (RESHT) CHTD 5 JACKSON ST. [164 195] 3) TURN LEFT (SOUTH-BAST) CHTD 300 ARC BUT S THEN ARCONDEX RECH RECHT (SOUTH) CHTD ARC S [0.4 H.] POLK MARC CHARGES TO WA-S19 (SOUTH-BAST) CHTD 300 ARC BUT S THEN ARCONDEX RECH RECHT (SOUTH) CHTD ARC S [0.5 H.] S) TURN LEFT (ANT) CHTD CHARGE MARTHEZ (SA S [52 105] 7) REST STRAHOT CHTD RAKE [52 HL] S) AT CHT 34. "YAK RAMP (RICHT) CHTD I-315 [0.1 H.] S) TURN LEFT (SAT) CHTD CHARGE MARTHEZ (SA CHTD RAMP (SOUTH) CHTD ARC S [10 HL] S) AT CHT 34. "YAK RAMP (RICHT) CHTD I-315 [0.1 H.] S) TURN AT CHT 145. TURN ROHT CHTD RAMP (SOUTH) CHTD RAKE (SAT) (SAT) CHTD AC S (SAT) (SAT) (T ARC RAKE S (SAT) CHTD RAKE (SAT) (SAT) (SAT) CHTD RAMP (SOUTH) CHTD RAKE (SAT) (SAT) S) SUCH RAME (SOUTH) CHTD RAKE (SAT) (SA	TITLE SHEET
NEW (PSE	E SCOPE OF WORK INCLUDES) / KING COUNTY PUGET SOUND EMERGENCY RADIO NETWORK (EM) 2.35 TOWER AND ASSOCIATED EQUIPMENT TO PROVIDE RCENCY RADIO COMMUNICATIONS TO REACH AND COORDINATE 1 GENRCENCY (RESPONDERS)	TOWER			OND WALLED [112 wil] 31 TURN HORT (SUDIT) OND MULAR WILL TWIN (THE TOTAL WILL AND WILL HERE TO WALLED TO THE THE TOTAL AND THE T	SHEET NUMBER

CONTRACTOR NOTES

MORTIDIALIST. TRAVINGE THE ARCHITEST, EMNERSIS HAVE MADE EVERY EFFORT TO SET FORTH IN THE CONSTRUCTION AND CONTRACT DOCUMENTS THE COMPLETE SCOPE OF WORK, CONTRACTORS BORDONE THE JOB ARE INVERTIGATES CUITONED THAT MINOR OMSSOBS OR EDITORS THE TRAVENESS AND OR SYSTEMICIATIONS SMALL BOD ACCORDINGE WITH THE INTERT OF THESE DOCUMENTS. THE SUBJECT SMALL BOD THE RESPONSIBILITY OF NOTIFING (N WORMON) THE ARCHITEST/ORXINGER OF ANY THE RESPONSIBILITY OF NOTIFING (N WORMON) THE ARCHITEST/ORXINGER OF ANY CONSILICITS FRANCE OR DIMENSION FOR TO THE SUBJECTION OF CONTRACTOR'S CONFLICTS, ERRORS, OR OMISSIONS PRIOR TO THE SUBMISSION OF CONTRACTOR'S PROPOSAL IN THE EVENT OF DISCREPANCIES THE CONTRACTOR SHALL PRICE THE MORE COSTLY OR EXTENSIVE WORK, UNLESS OWNERCTED OTHERWISE.

GENERAL NOTES-

DRAWINGS ARE NOT TO BE SCALED, WRITTEN DIMENSIONS TAKE PRECEDENCE, AND THIS SET OF PLANS IS INTENDED TO BE USED FOR DIARCAMMATIC PURPOSES ONLY. NULSES NOTED OTHERWISE, THE OUTBALL MATERIALS, EQUIPMENT, LAGOR, AND ANTININO ELSE DEDIED NECESSANT TO COMPLETE INSTULLATION & SO ESCRIDED HEREIN.

PERRY TO THE SUBJECTION OF BOS, THE CONTRACTORS INVOLVED SHALL VISIT THE JOB STIT AND FAULUACE THEASENESS WITH ALL CARDINOLS PRECING THE NEW AND CONTRACT WATT THE PROJECT WAY BE ACCOUNTINGED AS SHOWN FROM TO PROCEEDING WITH CONTRACT, WAY BE ACCOUNTINGED AS SHOWN FROM TO TO BE BROUGHT TO BE ATTOCHING THE VERENCE, SUBSCIPPING OF SCHEDARY TO BE BROUGHT TO BE ATTOCHING OF THE VERENTER/JOINTEER AN SHOWN WITHING.

THE GENERAL CONTRACTOR SHALL RECEIVE WRITTEN AUTHORIZATION TO PROCEED WITH CONSTRUCTION PRIOR TO STARTING WORK ON ANY THEM NOT CLEARLY DEFINED BY THE CONSTRUCTION DRAWINGS/CONTRACT DOCUMENTS,

THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE PROJECT DESCRIBED HEREIN, THE CONTRACTOR SHALL BE SOLEY RESPONSIBLE FOR ALL CONSTRUCTION WEAKS, METHODS, TECHNIQUES, SEQUENCES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.

THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND WATERIALS ACCORDING MANUFACTURER'S/ VENDOR'S SPECIFICATIONS UNLESS NOTED OTHERWISE OR WHERE LOCAL CODES OR ORDINANCES TAKE PRECEDENCE.

ALL WORK PERFORMED ON PROJECT AND IMPERIALS INSTALLED SHALL BE IN STRUCT ACCORDANCE WITH ALL APPLICIALE CODES, REGULATIONS, AND ORDINANCES, REGELS, REGULATIONS AND LAWEL (OPENS OF ANY PUBLIC ANTIONNE), UNIVERIAL AND UTLITY COMPANY SPECIFICATIONS, AND LOCAL AND STATE JURSDICTIONAL CODES BEAVING ON THE PROFENSATIONS, OND LOCAL AND STATE JURSDICTIONAL CODES BEAVING ON THE PROFENSATIONS OF THE VIRG

THE STRUCTURAL COMPONENTS OF THIS PROJECT SITE/FACILITY ARE NOT TO BE ALTERED BY THIS CONSTRUCTION PROJECT UNLESS NOTED OTHERWISE,

ANTENNA SUPPORTING TOWER IS FURNISHED BY OWNER, INSTALLED BY CONTRACTOR, THE CONTRACTOR SHALL ASSIST ANTENNA INSTALLATION SUB-CONTRACTOR IN TEBLAS OF COORDINGTON AND STRE ACCESS. RESCTON SUB-CONTRACTOR SHALL BE RESPONSED FOR PROTECTION OF PERSONNEL AND PROPERTY FROM HAZARDOUS EXPOSISIE TO OWNER-UD DANCERS.

GENERAL CONTRACTOR SHALL PROVIDE AT THE PROJECT SITE A FULL SET OF CONSTRUCTION DOCUMENTS UPDATED WITH THE LATEST REVISIONS AND ADDENDA OR CLARIFICATIONS FOR THE USE BY ALL PERSONNEL INVOLVED WITH THE PROJECT.

DETAILS INCLUDED HEREIN ARE INTENDED TO SHOW END RESULT OF DESIGN MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB CONDITIONS OR STITUATIONS AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE SCOPE OF WORK.

THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVALENTS, EXSEMPTIS, PAVING, CURBING, ETC. DURING CONSTRUCTION UPON COMPLETION OF WORK CONTRACTOR SHALL, REVAIR ANY DALMAGE THAT MAY MAKE OCCURRED DUE TO CONSTRUCTION ON OR ABOUT THE PROPERTY.

CONTRACTOR SHALL ENSURE THE GENERAL WORK AREA IS KEPT CLEAN AND HAZARD FREE DURING CONSTRUCTION AND DISPOSE OF ALL DIRT, DEPRS, RUBBIEN AND REVIVE EDURPHENT NOT SPECIFICIPION AND FREE FROM PAINT SPOTS, DUST, OR SMUDGES OF ANY NATURE.

THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL AND NATIONAL CODES, RECULATIONS AND SAFETY REGULATIONS, ALL OSHA REGULATIONS, ALL PUBLIC AND MUNICIPAL AUTHORITIES, AND ANY UTILITY COMPANIES' REGULATIONS AND DIRECTIVES.

THE DRIVINGS AND STREDMENT ON AND A CAREAU ONDERTING THE FEAST OF CONTRUCTOR IS TO VERY THE DIRECTORY AND LOCATIONS AND REPORT ANY MOR CONTRUCTOR IS TO VERY THE DIRECTORY AND LOCATIONS AND REPORT ANY MOR LID DISCREDVALUES TO REPORT DATA THE ADDRESS AND DURSTANS AND LID DISCREDVALUES TO REPORT DATA THE ADDRESS AND DURSTANS AND ADDRESS AND ADDRESS AND LOCATIONS AND REPORT ANY MOR COMPLETING THE PROJECT AND MIRPORTING THE ACCORDINCE WITH THE HILD OF THESE DOCUMENTS.

CONTRACTOR IS RESPONSIBLE FOR FIELD MEASUREMENTS TO CONFIRM LENGTHS OF CABLE TRAYS AND ELECTRICAL LINES AND ANTENNA MOUNTING.

VERIFICATION THAT EXISTING TOWER/POLE/STRUCTURE CAN SUPPORT THE PROPOSED ANTENNA, COAX & ADDITIONAL EQUIPMENT LOADING IS TO BE DONE BY OTHERS.

CIVIL NOTES

- ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS AND STIPULATED IN THE SPECIFICATION PROJECT SUMMARY.
- RUBBISH, STUMPS, DEBRIS, STICKS, STORES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
- THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE COMMUNICATIONS EQUIPMENT, TOWER AREAS, AND ADJACENT BUILDINGS. 4. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN CROUND, FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT,
- THE SUBGRADE SHALL BE COMPACTED AND BROUCHT TO A SMOOTH UNIFORM GRADE PRIOR TO THE CRUSHED STONE APPLICATION
- SUBGRADE AND BABE PREPARATION
 - частника, опр. илее спистопальное ин. ве наставнуе то супрасномит не стат по 2-0-30 состать и реполна спистана. Ве наставание по супрасномит не соценсать то ла саять яза от не мальша пот чет вознт кела светине соценсать то ла саять яза от не мальша пот чет вознт кела светинето от тое соценсать то ла саять яза от не мальша пот чет вознт кела светинето от тое соценсать то ла саять яза от не мальша пот чет вознт кела светинето от тое восотал, гои плати терската же терскотом весилотом этими этистинета, востами, от ранкие из мале мера.
- COMPACTION SHALL BE ACCOMPLISHED BY PLACING THE FILL IN SUCCESSIVE HORIZONTAL APPROXIMATELY SIX- TO EIGHT-INCH LOOSE LIFTS AND MECHANICALL COMPACTING EACH LIFT TO AT LEAST THE SPECIFIED MINIMUM BRY DENSITY.
- ANY ORGANIC MATERIAL, DELETERIOUS MATERIAL, OR DISTURBED SOIL SHALL BE REMOVED FROM FLATWORK AREAS.

4. THE GROUND SURFACE SURROUNDING EXTERIOR STRUCTURES SHALL BE SLOPED TO DRAIN AWAY IN ALL DIRECTIONS

CONCRETE NOTER-

REFER TO STRUCTURAL DRAWINGS.

- 2. FABRICATION: CONTINUOUSLY SEAL JOINTED MEMBERS BY CONTINUOUS WELDS. GRIND EXPOSED WELDS SMOOTH.
- 3. FINISH

STRUCTURAL TUBING:

ANCHOR BOLTS: WELDING MATERIALS:

- A. PREPARE STRUCTURAL COMPONENT SURFACES IN ACCORDANCE WITH SSPC SP-1 TO SP-10 PROCEDURES.

- 1. EXAMINATION AND PREPARATION, VERYY THAT THE PIELD CONSTITUTES ARE ACCEPTABLE.
- 2. ERECTION

 - FIELD WELD COMPONENTS INDICATED ON SHOP DRAWINGS.
- AFTER ERECTION, TOXICH-UP WELDS, ABRASIONS, AND SURFACES NOT SHOP PRIMED OR CALVANZED WITH TOUCH-UP PRIMERS AS SPECIFIED UNDER SECTION 05000,-METALS, PART 2 PROJUCTS, H & I, SURFACES TO BE IN CONTACT WITH CONCRETE NOT INCLUDED. Π.
- FILD REFEITION OF MEMBERS, CONNECTIONS, WELDS AND TORDUNG.

ELECTRICAL NOTES

INSTALLATOR PESCAPARY POWER AND CONNECTION TO METER SHALL BE COMPLETED IN COMPLANCE WITH NATIONAL DESCRIPC COOR NFR 70, AND THE STATE LANS, RULES AND REPLANDES FRE INSTALLAL DESCRIPCING & EQUINPLOT, ALL LATEST SISLE AND WITH SPECIFICATIONS FOR ASILM B 231, B 400, I,CEA SS1-401, I,CEA F91-570, & LOCA RUD.

PROVIDE A METER BASE PER LOCAL UTILITY STANDARDS, MOUNT ON SIDE OF OWNER FURNISHED BACK BOARD.

UNCERFACING CONDITE SHILL BE REFERENCE OF CONDIT. SCHEDULE 40, MURICARCINE CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR MUNICACTURER. CONTAINS WILL BE SUP-ON, SOLVOIT SEALED T PPE SOLVOIT, MURICACTURER. CONTAINS WILL BE SUP-ON, SOLVOIT SEALED T PPE SOLVOIT, MURICACTURER. CONTAINS, WILL DE OUT, ALL BORDS SHALL BE MES YEEP THOP WITH A 24 MURIUM NOUS, ALL CONDUCT UNDER ROADS SHALL BE ROS, (OR PAC BOXSED & STATE BED CONTRACTOR DUTTAWNO.

CONDUIT USED INDOCTS SHALL BE E.M.T., AND RIGID GALVANIZED STEEL FOR OUTDOORS COMPLIASS SHALL BE RIGID STEEL AND COMPRESSION TYPE FOR E.M.T. SET SCRED FITTINGS ARE NOT "BERMITTED, FOR ALL STUBS-UPS, USE RIGID GALVANIZED STEEL CONDUIT.

WIRE AND CABLE SHALL BE OF THE TYPE AND SIZE AS REQUIRED BY NEC. THERE WILL BE NO SPLICES ALLOWED. PROVIDE HIPE PULLING HAND HOLES AS NEEDED.

ALL EXTERED R GROUND BARS SHALL BE COATED WITH ANTI-CORROSIVE AGENT SUCH AS LPS-3 OR AS PER NOTE 6 ABOVE

ALL JUNCTION AND OUTLET BOXES TO BE LARELED WITH KROY TAPE. OR EQUAL DESIGNATING ALL CIRCUIT NUMBERS CONTAINED IN EACH BOX. CONTRACTOR TO ENSURE ILC PROVIDED WITH (2) INTERINAL TYPES.

CONTRACTOR SMALL COORDINATE WITH SITE SURVEY TO LOCATE EXISTING UNDERGROUND UTILITIES, WHEREVEF POTENTIAL CONFLICTS/ INTERFERENCES EXIST, MAND EXCAVATE TO AVOID DAMAGE. CONTACT ALL UTILITIES TO LOCATE UNDERGROUND PIPING IN PUBLIC AVOID DAMAGE ROW,

VERIFY THAT ALC, OF THE UTILITY DOES NOT EXCEED THE ALC. RATING OF THE PROVIDED EQUIPMENT SHELTER PACKAGE. IF OVER TOKANC, FROMDE FUSIBLE SERVICE ENTRANCE SWITCH AND CONFINIL LOWERNO OF AIC TO ACCEPTRALE LEVELS.

UTILITY POINTS OF SERVICE AND WORK / MATERIALS SHOWN ARE BASED UPON PRELIMINARY INFORMATION PROVIDED BY THE UTILITY COMPANIES AND ARE FOR BID PURPOSES ONLY.

GROUNDING NOTES-

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION SPECIFICATIONS AND ALL APPLICABLE LOCAL CODES.

- 2. CONDUIT ROUTINGS ARE SCHEMATIC, CONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED.
- 3. THE CONTRACTOF IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDER SYSTEM OR DAMAGE TO THE CONDUIT.
- 4. ALL GROUND CO-INECTIONS BELOW GRADE SHALL BE EXOTHERNIC (CADWELD).
- ALL GROUND CO-INECTIONS ABOVE GRADE (INTERIOR & EXTERIOR) SHALL BE FORMED USING INO (2) HIGH PRESS CRIMPS, UNLESS NOTED OTHERWISE.
- 8. ALL E-OTHERADIC CONNECTIONS TO THE GROUND RODS SHALL START AT THE TOP & HAVE A VERTICAL SEPARATION OF 6" FOR EVERY ADDITIONAL CONNECTION.
- ALL ECTERIDR GEOUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL.
- 8_{\parallel} all exterior ground conductors shall be //2 awg soud tin plated copper unless otherwise indicated.
- GROUND RODS SHALL BE STABLESS STEEL OR COPPER CLAD STEEL 5/8*# JD-FT. LONG (OR NOTED OTHERWISE ON PLANS), AND SHALL BE DRIVEN VERTICALLY WITH THEIR TOPS 30" BELDW FINAL GRADE OR 6" BELDW FROS" LINE FOF MUSIUM DEPTH.
- 10. CONNECTIONS TO THE GROUND BUS SHALL NOT BE DOUBLED UP OR STACKED. BACK TO BACK CONNECTIONS ON OPPOSITE SIDES OF THE GROUND BUS ARE
- 11. USE OF 90" BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45" BENDS CAN BE ADEQUATELY SUPPORTED.
- 12. GROUND RING SHALL BE LOCATED A MINIMUM OF 30" BELOW GRADE OR 6" MINIMUM BELOW THE FROST LINE.
- INSTALL GROUND CONDUCTORS AND GROUND ROD MINIMUM OF 1'-O" FROM EQUIPMENT CONCRETE PAD, SPREAD FOOTING, OR FENCE.
- 14. EXOT-JERMIC WELD GROUND CONNECTION TO FENCE POST: TREAT WITH A COLD CALVANZED SPRAY.
- 15. OBSERVE N.E.C. AND LOCAL UTILITY REQUIREMENTS FOR ELECTRICAL SERVICE
- CROUNDING ATTACHMENT TO TOWER SHALL BE AS PER MANUFACTURER'S RECOJMENDATIONS OR AT GROUNDING POINTS PROVIDED (2 MINIMUM)
- 17. MAXIMUM RESISTANCE OF THE COMPLETED GROUND SYSTEM SHALL, NOT EXCEED
- 18 CONTRACTOR TO VERIFY CURRENT GROUNDING STANDARDS PRIOR TO CONSIRUCTION.



King County

PSERN

PUGET SOUND EMERGENCY RADIO NETWORK

SWAN

(NÉW BUILD)

59025 NE NORTH FORK RD. DUVALL WA 96019

STATUE VALUE, & SUITE 102 STATUE, VALUE AND PHONE: 27(4): 446-3635 WWW.COELLA.COM

CAMP+ ASSOCIATES

19401 40TH AVE W SUITE 304 LYNNWOOD WA 95035

FAX: (475) 252-28

PREPARED BY

APPROVED BY.

WWW CAMPASSOC COM PROJECT MANAGER, LIC

A 07/31/17 OPERTO SLAVEY A 07/31/17 OPER COMMONS 00/37/37 ELECTRICAL DE-N W/ SCL

PLAN REVIEWERS SIGNATURE

ARCHITECTS STAMP

THIGH 15/17 HOLED YOR FERM

AKO/EAT

PN

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GENERAL NOTES

1

SECTION INCLIDES: STRUCTURAL STEEL FRAMING MEMBERS, BASE PLATES, PLATES, BARS AND GROUTING UNDER BASE PLATES

A FABRICATE STRUCTURAL STEEL MEMORY IN ACCORDANCE WITH ALSO SPECIFICATIONS FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS.

SUBAILITALS: SHOP DRAWINGS: INDICATE SIZES, SPACING, AND LOCATIONS OF STRUCTURAL MEMBERS, OPENINGS, CONNECTIONS, CAMBERS, LOADS, AND WELDED SECTIONS,

8. STRUCTURAL STEEL MEMBERS SHALL BE HOT DIPPED GALVANIZED.

PART 3 - EXECUTION

METAL NOTER-

PART 1 - CENERAL

SUBMITTALS:

PART 2 - PRODUCTS

C CROUT-

T. MATERIALS

8,

2.

A. ALLOW FOR ERECTION LOADS. PROVIDE TEMPORARY BRACING TO MAINTAIN FRAMING IN ALIGNMENT UNTL COMPLETION OF ERECTION AND INSTALLATION OF PERMANENT BRIDGING AND BRACING.

DD NOT FIELD CUT OR ALTER STRUCTURAL MEMBERS WITHOUT APPROVAL OF THE ARCHITECT/ENGINEER с.

- 3. FIELD QUALITY CONTROL:

PERFORM DESIGN UNDER DIRECT SUPERVISION OF A PROFESSIONAL STRUCTURAL ENGINEER LICENSED IN THE STATE. STRUCTURAL STEEL WEARERS ASTM ASTZ. GRADE SO ASTM ASOC, GRADE B ASTM ASO, GRADE B ASTM ASS, TYPE E OR S, GRADE B ASTM A325 ASTM A307 PIPE: BOLTS, NUTS, AND WASHERS:

AWS D1.1. TYPE REQUIRED FOR MATERIALS BEING WELDED

NON-SHRINK TYPE, PREMICED COMPOUND CONSISTING OF NONMETALUG AGGREGATE, CENERT, WATER REDUCING AND PLASTICIZING ADDITHES, CAPABLE OF DEVELOPING A MINIUM COMPRESSIVE STREINGTH OF 7000 psi AT 28 DAYS. II. SHOP AND TOUCH-UP PRIMER: SSPC 15, TYPE 1, RED OXIDE

TOUCH-UP PRIMER FOR GALV. SURFACES: ZINC RICH TYPE

TABLE 1700 C REQUIRED SPECIAL INSPECTIONS AND TESTS OF SOILS						
TYPE	CONTINUOUS SPECIAL INSPECTION	PERIODIC SPECIAL INSPECTION				
1, VERPY WATERIALS BELOW SHALLOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY,		×				
2. VERIFY EXCAMATIONS ARE EXCENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL	•	×				
3. PERFORM CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIALS.		x				
4. VERIFY USE OF PROPER NATERIALS, DENSITIES AND LIFT THICKNESSES DURING PLACEMENT AND COMPACTION OF COMPACTED FILL	x	*				
5, PRIOR TO PLACEMENT OF COMPACTED FILL INSPECT SUBGRADE AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY.	÷.	×				

STEEL SPECIAL INSPECTIONS		
AISC 360 - TABLE N5.6-1 INSPECTION TASKS PRIOR TO BOLTING		
NEIPESTION TALKS PHON TO BOLTARS	90	04
WAUFACTURER'S CERTIFICATIONS AVAILABLE FOR FASTENER WATERIALS	0	0
FASTENERS WARKED IN ACCORDANCE WITH ASTW REQUIREMENTS	0	0
PROPER FACTEMENTS SELECTED FOR THE JOINT DETAIL. (DRADE, TYPE, BOLT LENGTH & THUGADE ARE TO BE EXCLUDED FROM SHEAR PLANE)	0	0
PROPER BOLTING PROCEDURE SELECTED FOR JOINT DETAIL	0	0
CONNECTING ELEMENTS, INCLUDING THE APPROPRIATE FAYING SURFACE CONDITION AND HOLE PREPARATION, IF SPECIFIED, MEET APPLICABLE REQUIREMENTS	.P	0
PROPER STORAGE PROVIDED FOR BOLTS, NUTS, WASHERS AND OTHER FASTENER COMPONENTS	0	0

AISC 350 - TABLE N5.6-2 INSPECTION TASKS DURING BOLTING		
INDRECTION THORS DURING BOLTING	90	0
FASTENER ASSEMBLES, OF SUITABLE CONDITION, PLACED IN ALL HOLES AND WASHERS (IF REQUIRED) ARE POSITIONED AS REQUIRED	.0	0
JOINT BROUGHT TO THE SAUG-TIGHT CONDITION PRICK TO THE PHETENSICAING OPERATION	5	0
FASTENER COMPONENT NOT TURNED BY THE WRENCH PREVENTED FROM RETATING	0	0
FASTENERS ARE PRETENSIONED IN ACCORDANCE WITH RCSC SPECIFICATION, PROGRESSING SYSTEMATICALLY FROM THE MOST RIGID POINT TOWARD THE FIRE EDGES	0	0
AIDC 300 + TABLE NS.5-3 INSPECTION TASKS AFTER BOLTING		
INTRECTION TASKS AFTER BOLTING	ec	0

IBC 1784.6 STRUCTURAL OBSERVATIONS

SECOL REPECTIVE IN ACCORDANCE MEN DE 10 MO CH. 17 BML, RE FRIFORMEO (S. RECHER) AT A DUALED TESTINO AUCUIT. MERINDET D'IN RAMETEL (DIALEMENT AVECTIVA AUXILI RECHARD D'IN MERINDET COME ON THE DIALES AUCUIT. ME ANOMETIC, BLANER OF RECORD, NO BUILDING DEPARTHENT SMLL, RECHAR CARE OF AL, ROMETICH ME TEST RESULT. RETER T

DOCUMENT ACCEPTANCE OR REJECTION OF BOLTED CONNECTIONS

P = PERFORM THESE TASKS FOR EACH BOLTED CONNECTION.

SPECIAL INSPECTIONS

QC = QUALITY CONTROL TASKS TO BE PREFORMED BY STEEL FABRICATOR OR ERECTOR. $\mathsf{QA}=\mathsf{QUALITY}$ ASSUMANCE TASKS TO BE PREFORMED BY A SPECIAL INSPECTION AGENCY OR INDIVIDUALS DEFINED BY AWS B5:1 OR INDIVIDUALS QUALIFIED UNDER THE PROVISIONS OF AVS: D1:1/D11M SUBCLAUSE 6.1.4. 0 - DBSERVE THESE ITEMS ON A RANDOM BASIS, OPERATIONS NEED NOT BE DELAYED PENDING THESE INSPECTIONS.

STRUCTURAL OBSERVATIONS FOR SEISMIC RESISTANCE - STRUCTURE IS CLASSIFIED AS PESK CATEGORY N. STRUCTURAL OBSERVATIONS FOR WIND REQUIREMENTS - STRUCTURE IS CLASSIFIED AS RISK CATEGORY N.

ALSC 380 – TABLE N.S2 INSPECTION TASKS JURING BOLTING		_
HISPECTION THERE SURPLISEDUTING	90	0.4
FASTENER ASSEMBLES, OF SUITABLE CONDITION, PLACED IN ALL HOLES AND WASHERS (IF IELGURED) ARE POLITIONED AS REQUIRED		0
JOINT BROUGHT TO THE SNUG-TIGHT CONDITION PRICIN TO THE PHETENSICHING OPERATION	5	0
FARTENER COMPONENT NOT TURNED BY THE WRENCH PREVENTED FROM RETAINING	0	0
FASTENERS ARE PRETENSIONED IN ACCORDANCE WITH RCSC SPECIFICATION, PROGRESSING SYSTEMATICALLY FROM THE MOST RIGID POINT TOWARD THE FREE EDGES	0	0

HOLE PREPARATION, IF SPECIFIED, NEET APPLICABLE REQUIREMENTS		0
PER STORAGE PROVIDED FOR BOLTS, NUTS, WASHERS AND OTHER FASTENER COMPONENTS	0	0
AISC 360 - TABLE NS.6-2 INSPECTION TASKS JURING BOLTING		_
INDRECTION TROPS DURING BOLTING	QC.	GA
tener Assembles, of Suitable Compilition, CED In All Holes and Washers (IF regured) are positioned as required	0	0
IT BROUGHT TO THE SNUG-TIGHT CONDITION PRICK TO THE PHETENSICNING OPERATION	0	0
TENER COMPONENT NOT TURNED BY THE WRENCH PREVENTED FROM RETAILING	0	0

VAILABLE FOR FASTENER WATERIALS	0	13	e i	TECHNIQUES.	
e with Astw requirements	0		~	IL VERIFY WAINTENANCE OF EPECIFIED CURING TEMPERATURE AND TECHNOLES.	QES.
THE JOINT DETAIL. NEADS ARE TO BE EXCLUDED FROM SHEAR PLANE)	0	1	0	9. INSPECT PRESTRESSED CONCRETE FOR: A APPLICATION OF PRESTRESSING FORCES; AND B. CROLING OF BONFD PRESTRESSING TRADONS	
CTED FOR JOINT DETAIL	0	12	٥	10. INSPECT ERECTION OF PRECAST CONCERTS MEMORY	
THE APPROPRIATE FAYING SURFACE CONDITION TED. MEET APPLICABLE REQUIREMENTS	.e.	3	0	11. VERIFY IN-SITU CONCRETE STRENGTH, PRIOR TO STRESSING OF TENDONS IN	INS IN
IOLTS, NUTS, WASHERS AND OTHER FASTENER COMPONENTS	0		0	POST-TENSIONED CONCRETE AND PRICE TO REMOVAL OF SHORES AND FORMS FROM BEAMS AND STRUCTURAL SLABS,	AMS FROM
		-	_	12. INSPECT FORMWORK FOR SHAPE, LOCATION AND DIMENSIONS OF THE CONCRETE MEMORER BEING FORMED.	
AISC 360 - TABLE NS.6-2 INSPECTION TASKS DURING BOLTING				SIMULATIONS OF THE GONORETE MEMORY DENG FORMED	
NUPPECTION TROUG DURING INSTITUTS	56	Té	<u>a (</u>		

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12. INSPECT FORMWORK FOR SHAPE, LOCATION AND DIMENSIONS OF THE CONCRETE MEMBER BEING FORMED.	- 28	×	ACI 318: 26,11,1.2	
TABLE 170 REQUIRED SPECIAL INSPECTIONS AND TESTS C		ON ELEMENTS		
TYPE	CONTINUOUS SPECIAL	NGPEGTION	PERIODIC SPECIAL	INSPECTION
1. VERIFY ELEMENT WATERIALS, SIZES AND LENGTHS COMPLY WITH THE REQUIREMENTS.	×			
2. DETERMINE CAPACITIES OF TEST ELEMENTS AND CONDUCT ADDITIONAL LOAD TESTS, AS REQUIRED	x			
3 INSPECT DRIVING OPERATIONS AND MAINTAIN COMPLETE AND ACCURATE RECORDS FOR EACH ELEMENT.	×			
4. VERIFY PLACEMENT LOCATIONS AND PLUMBNESS, CONFIRM TYPE AND SIZE OF HAMMER, RECORD NUMBER OF BLOWS PER FOOT OF PONTRATION, DETERMINE RECORDS PONTRATIONS TO AGREED EDSIGN CAUCITY, RECORD TP, MOB BUTT ELEVATIONS AND DOCUMENT ANY DAMAGE TO FOUNDATION ELEVENT.	×		37	
5. FOR STEEL ELEMENTS, PERFORM ADDITIONAL SPECIAL INSPECTIONS IN ACCORDANCE WITH SECTION 1705-3,	-		54	
8. FOR CONCRETE FLEMENTS AND CONCRETE-FILLED FLEMENTS, PERFORM TESTS AND ADDITIONAL SPECIAL INSPECTIONS IN ACCORDANCE WITH SECTION 1703-3.	5		20	
7. FOR SPECIALTY ELEMENTS, PERFORM ADDITIONAL INSPECTIONS AS DETERMINED BY THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE,				

TABLE 1705.0 REQUIRED SPECIAL INSPECTIONS AND TESTS OF CONCRETE CONSTRUCTION

TYPE

1. UNSPECT REINFORCEMENT, INCLUDING PRESTRESSING TENDONS, AND VERIFY PLACEMENT.

A VERIFY WELDARLITY OF REINFORCING BARS OTHER THAN ASTN ATON.

INSPECT ANCHORS POST-INSTALLED IN HARDENED CONCRETE MEMORIES.
 A. DHESME ANCHORS INSTALLED IN HORIZONTALLY OR UPWARDLY INCLINED ORIGINATIONS TO RESET SUSTAINED TENSION LADAS.
 B. MECHANICAL ANGHORS AND ADHESINE ANCHORS NOT DEFINED IN 4.A.

6, PRIOR TO CONCRETE PLACEMENT, FABRICATE SPECIMENS FOR STRENGTH TESTS, PERFORM SLUMP AND AIR CONTENT TESTS, AND DETERMINE TEMPERATURE OF THE CONCRETE.

7. INSPECT CONCRETE AND SHOTCRETE PLACEMENT FOR PROPER APPLICATION

B. INSPECT SINGLE-PASS FILLET WELDS, MAXIMUN 5/16"; AND

2. RENFORCING BAR WELDING:

C. INSPECT ALL UTHER WELDS.

J. INSPECT ANCHORS IN CAST CONCRETE.

5. YERRY USE OF REQUIRED DESIGN MOK.

CONTINUCUS SPECIAL INSPECTION INSPECTION

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REFERENCED

ACI 318 CH. 20, 25.2, 25.3, 26.6.1-25.6.3

ANS D1.4 ACI 316: 26.6.4

ACI 318: 17,8,2

ACI 318: 17.8.2.4

ACI 318: 17.8.2 ACI 318: CH. 19, 1904,1, 1904,2, 26,4,3, 26,4,4 1908,2, 1908,3

ASTIN C172 ASTIN C31 ACI 318: 25.4, <u>28:12</u>

AD 318: 28.5 AD 318

ACT 318 26.10

ACI 318: 30.8

ACI 318: 28.11.2

IBC REFERENCE

1908.4

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1906.10

1908.6, 1908.7, 1908.8

1908.9

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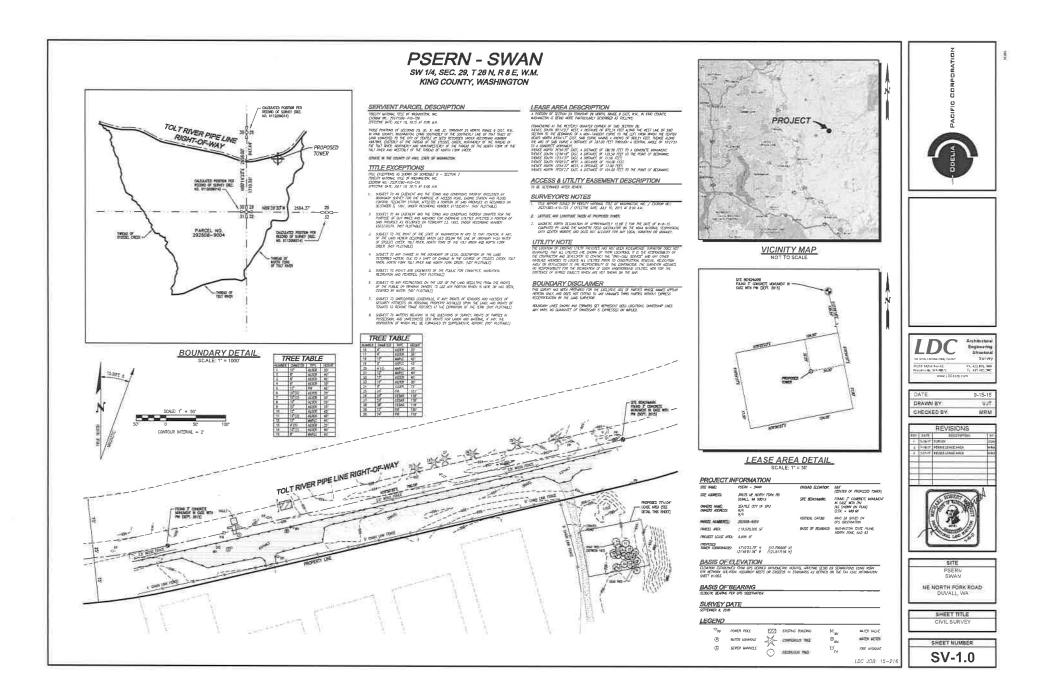
VABLE 1 REQUIRED SPECIAL INSPECTIONS AND TESTS OF		NTS
TYME	CONTINUOUS SPECIAL INSPESTION	PERIODIC SPECIAL INSPECTION
1. INSPECT DRILLING OPERATIONS AND MAINTAIN COMPLETE AND ACCURATE RECORDS FOR EACH ELEMENT.	x	-
2. VERTY PLACEMENT LOCATIONS AND PLUMBNESS, CONFIRM ELEMENT EMMETTERS, BELL EMMETTERS (F APPLICALE), LEINGTRE, EMBEDIMENT INTO BEBROOK (F APPLICALE), AND ADELIATE DIA-BENDRIC STRATA CAPACITY, RECORD CONCRETE OR GROUT VOLUMES.	x	4
3. FOR CONCRETE ELEMENTS, PERFORM TESTS AND ADDITIONAL SPECIAL INSPECTIONS IN ACCORDANCE WITH SECTION 1705_3.	-	1

	King County
	PUGET SOUND EMERGENCY RADIO NETWORK Conceptions to capacity (Conception
	SWAN
	(NEW BUILD)
	39025 NE NORTH FORK RD. DUVALL, WA 98019
	PACIFIC COMPOSATION
	5506 6TH AVE S SUITE 202 SEATTLE WA 98108 PHONE: (200) 490-3828 WWW.ODELIA COM
	CAMP+ ASSOCIATES Helet 40TH VC W. SUTE 304 PROJECT MANAGER: EXC PROJECT MANAGER: EXC PREPARED BY: A0/EXT
	APPROVED BY- PN
	A 57/21/17 UPS/TD SURAY A 57/21/17 IPSR COMMINS M 57/27/17 IPSR COMMINS M 57/27/17 IPSR A 10 Y 20 M 57/27/17 IPSR A 10 Y 20 PLAN REVIEWERS SIGNATURE
	TOLL NUMBER
	SHEET NAME
	SPECIAL INSPECTIONS

SP-2

SPECIAL INSPECTIONS

1



SWAN 39025 NE NORTH FORK RD **DUVALL, WA 98019**

APPLICANT

ODELIA PACIFIC CORP S506 6TH AVE SUITE 202 SEATTLE WA 98108 206 490 JB04 CONTACT SARAH TELSCHOW

SURVEYOR.

LDC 14201 NE 200TH ST SUITE 100 WOODINVILLE WA 08072 425 806 1869

CONSULTANTS

CIVIL ENGINEER CG ENGINEERING 250 4TH AVC S, SUIT 200 EDMONDS, WA 98020 425 778 8500 FAX 778,5536 CDMTACT ARCHITECT CAMP & ASSOCIATES 19401 40TH AVE W. SUITE 304 LYNNWOOD, WA 98036 425 740 6392 CONTACT ERIC CAMP SOIL/GEOTECH ENGINEER TETRATECH 2525 PALMER ST. SUITE 2 MISSOULA, MT 59808 40G 543 3045 CONTACT. IEREMY DIERKING

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GENERAL NOTES

GENERAL NOTES

J ALL DESIGN AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH PERMIT

- PRECONSTRUCTION MEETING MUST BE HELD BETWEEN THE DPER'S LAND USE INSPECTION SECTION, THE APPLICANT, AND THE APPLICANT'S CONSTRUCTION
- REPRESENTATIVE 3 A COPY OF THESE APPROVED PLANS MUST BE ON THE JOB STIE WHENEVER CONSTRUCTION IS IN PROCRESS GRADING ACTIVITES (STIE ALTERATION) ARE LIMITED TO THE HOURS OF 7 A M TO 7 P.M. MONDAY THROUGH SATURDAY AND 10 A.M. TO 5 P.M. DO SUNDAY UNLESS OTHER MONDAY AND 10 A.M. TO 5 P.M. DO SUNDAY UNLESS OTHER MONDAY AND THE AUTORNAL DECISION BY THE REVIEWING MILINCY
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- SUBJITTED TO THE DEPERS LAND USE ADRECTION SECTION THERE DAYS MURI TO CONSTITUTION TO CONSTITUTION TO CONSTITUTION TO CONSTITUTION DATUM SANLL BE CCC. MULLISS OFTINICARE, APPROVIDE TO YOUR SANLL BE WITTINIA A BINTIGHT OFFICIAL DATUM STRATISTICA SAND STRATISTICS AND STRATISTICS BINTIGHT OFFICIAL DATUM STRATISTICS AND STRATISTICS AND STRATISTICS ADDRECTION AND ADDRECTION AND UNDERSTANDARY STRATASS MULTI UNDERNITATI THE ROADWAY SCIENCE AND ADDRECTION TO ADDRECTION DATUM ADDRECTION DATUM STRATISTICS ADDRECTION STRATISTICS ADDRECTION TO ADDRECT ADDRECTION DATUM STRATISTICS ADDRECTION STRATISTICS ADDRECTION DATUM ADDRECTION DATUM STRATISTICS ADDRECTION STRATISTICS ADDRECTION DATUM ADDRECTION DATUM STRATISTICS ADDRECTION STRATASS ADDRECTION DATUM ADDRECTION DATUM STRATISTICS ADDRECTION STRATISTICS ADDRECTION DATUM ADDRECTION DATUM STRATISTICS ADDRECTION ADDRECTION DATUM STRATISTICS ADDRECTION ADDRECTION DATUM STRATISTICS ADDRECTION DATUM ADDRECTION DATUM STRATISTICS ADDRECTION ADDREC
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МЕТ ТНЕ НОLLOWING SPECIFICATIONS (** 4* / MM, TMM RASSING), 2* 4* ROCCUPINA-MM, NAMINA, AND 2* ROCCUPINA DM RASSING BASSING BASSING DMRAMEG DUTICITS (DTILE-DTI FOOTING DIAMS, DIFFERENCE, YARO DANIA, AND AND YO DHEE SANGLA GR SUBSINGHT OF DANIAS SPECIALS NOT TO HAND THE NET HOUSE SANGLA FOR THEIR INTENDED USE, ECX O DUTET SHALL HAVE REEF-LOWING, DOSTIVE DANIAS GET CAN A APPROVED SUBMARKATION ON HAVE STORE DANIAS CONTROL TO ANALY THE SUBMARKATION OF TO CURLESS OF ACTION SHALL IS COLTAD WITH A NYEHOET HHIM, 37 1 YEAR E MARKED STORME CAN A LOWER, AND BE SECOND TO HE STARE.

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A GENCY. ANYHOM ANTIN'TS AND/OR BUILDINGS SHALL NOT BE MISTACED UNTER DRAINAGE FECULTIES AND "IN OPERATION" (ECC 10.00) it.

SWPPS NOTES:

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- ALL POLIUTANTS, INCLUDING WASTE MATERIALS, THAT OCCUR ONSITE SHALL BE HANDED AND DEPOSIDO OF IN A MANIMER THAT OODS NOT CAUSE COVTRAINATION OF STORMWATER COVER, CONTRAINERT, AND POTICICION FROM Y ANDALISM SHALL BE MONIMOR MALA LECHICALS, LINUE MODILICT, SETTOREM MODUCTS, FIDINIDO FINITANTI CONTRAINED AND AND AND AND AND FIDINIDO FINITANTI CONTRAINED AND AND AND AND AND FIDINIDO FINITANTI CONTRAINED AND AND AND AND AND RECONDARY CONTRAINED.

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1-800-424-5555 (811)

SHEET INDEX CI 1 COVER DIEET & GENERAL NOTE

TRANSPORTER EXCHANGE CONTRACT MAN

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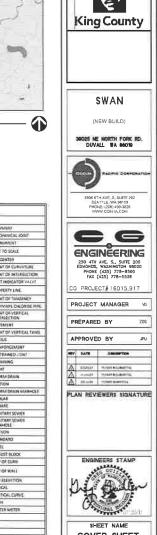
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CONSTRUCTION SEQUENCE:

- HOLD THE PRE-CONSTRUCTION MEETING POST SIGN WITH NAME AND PHONE NUMBER CF CSWPP/ESC SUPERVISOR (MAY BE CONSOLIDATED WITH THE REQUIRED NOTICE OF CONSTRUCTION
- SIGN). FLAG OR FENCE CLEARING LIMITS

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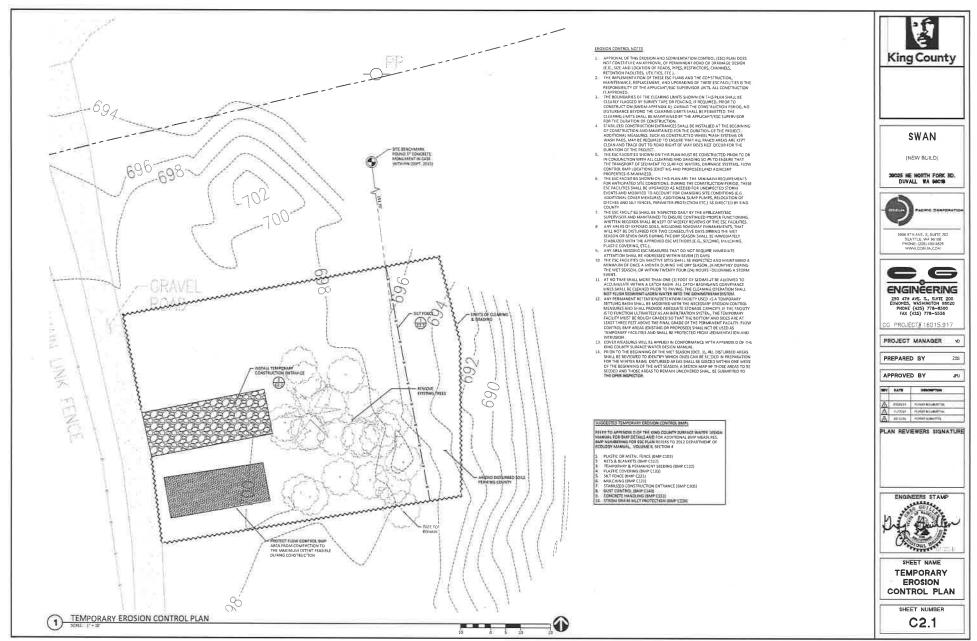
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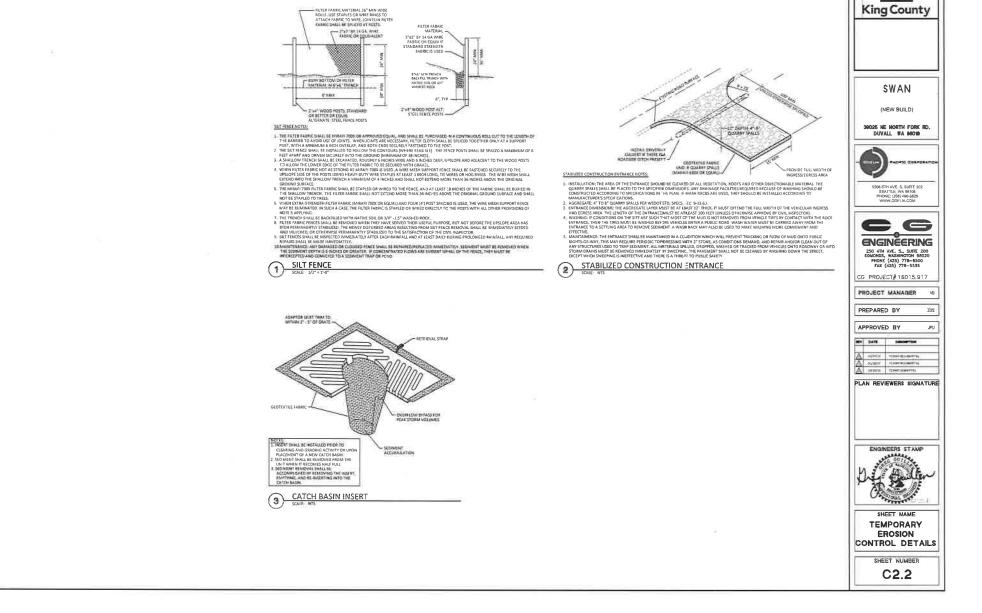
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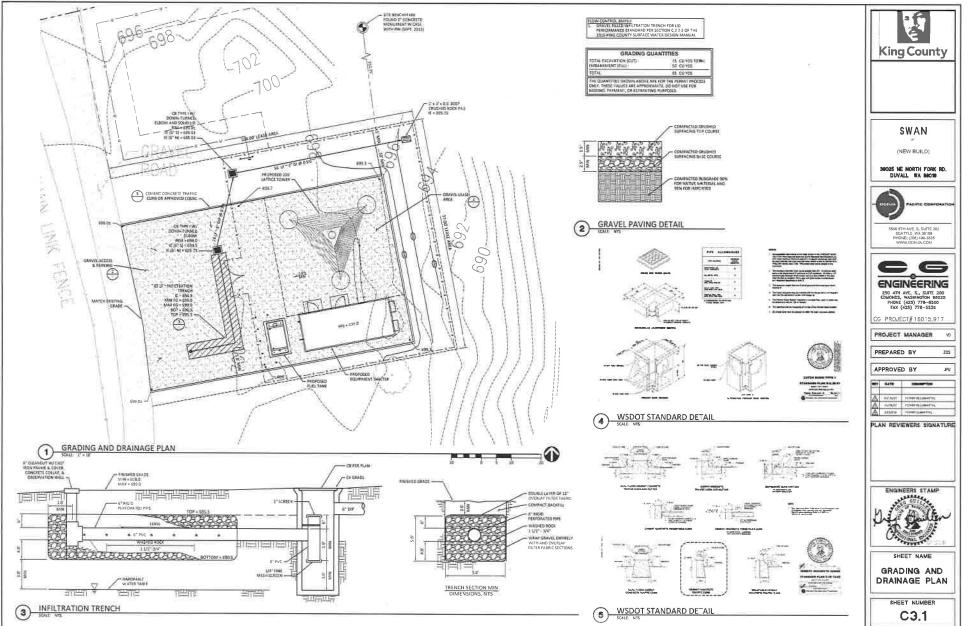
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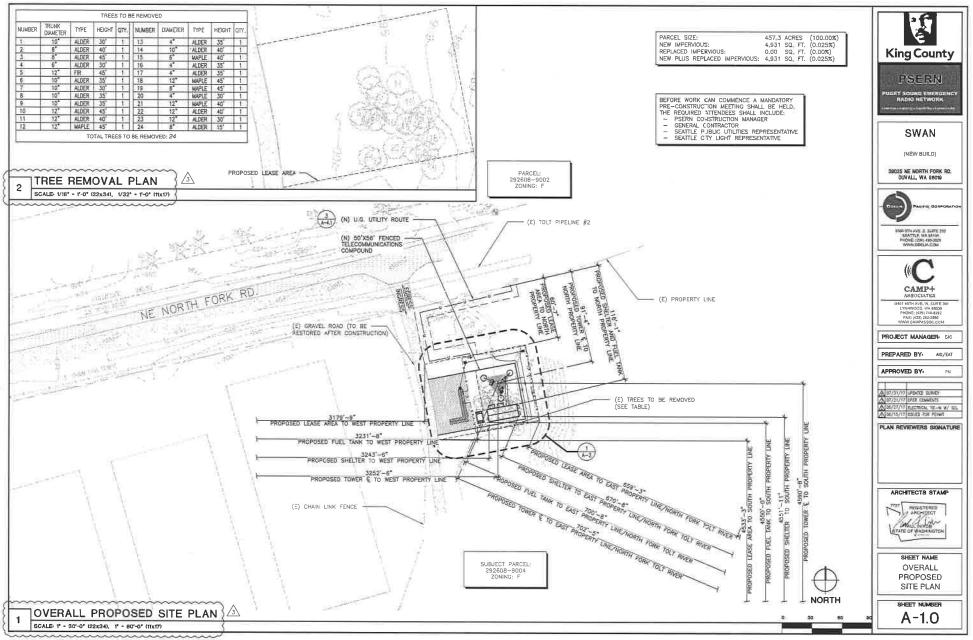


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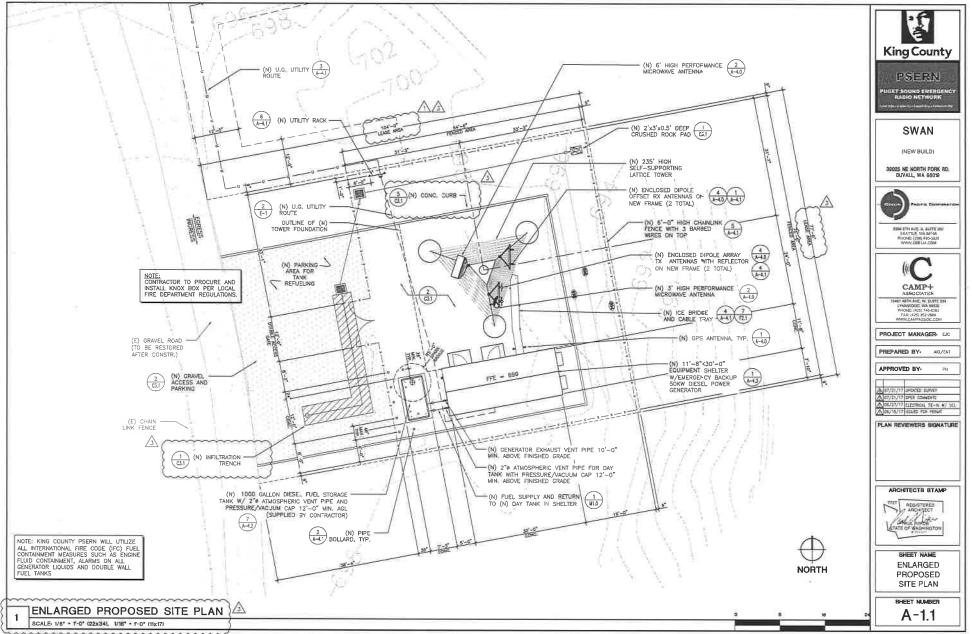




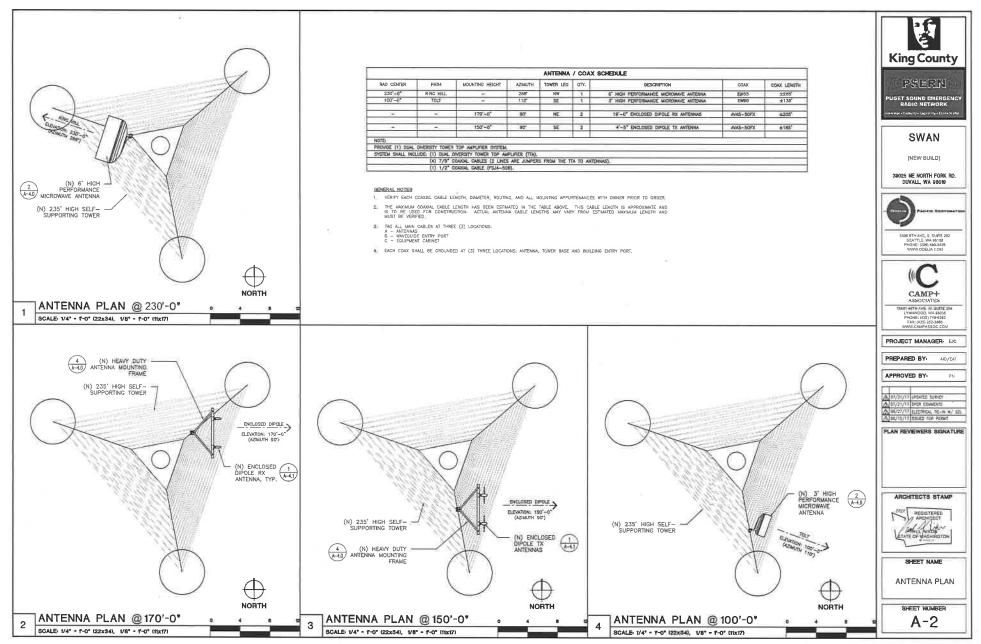
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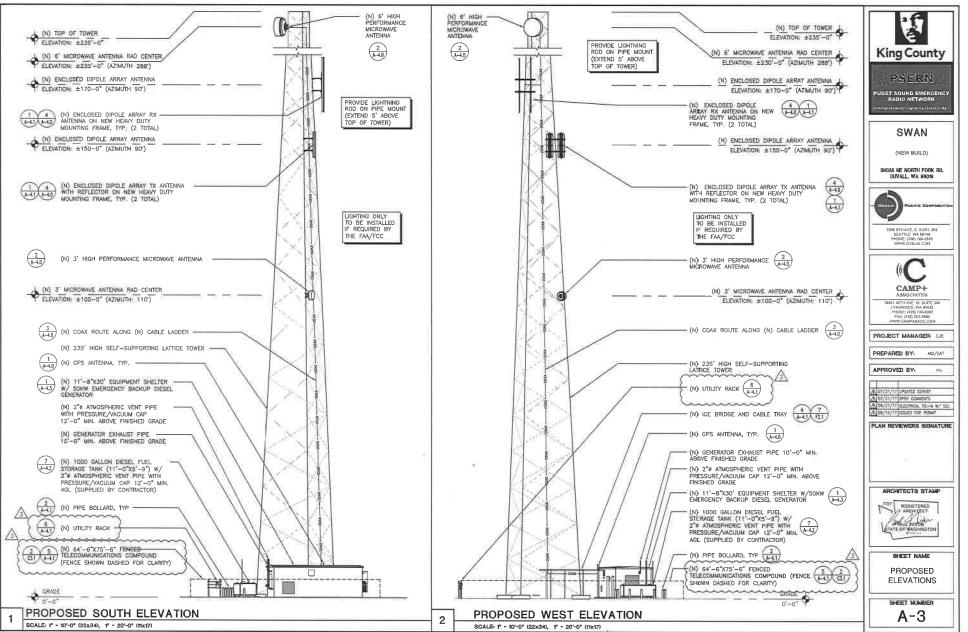
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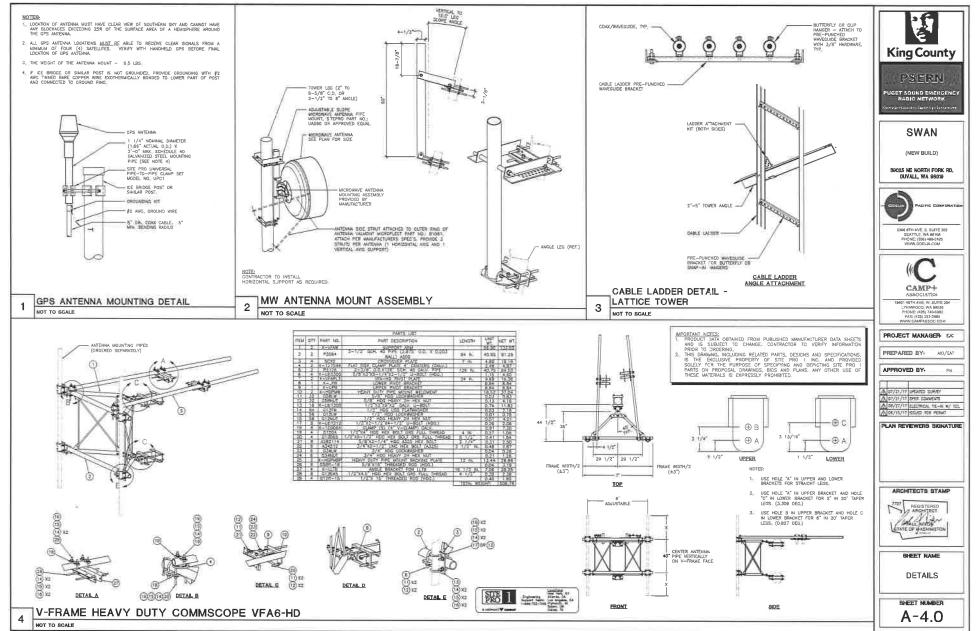
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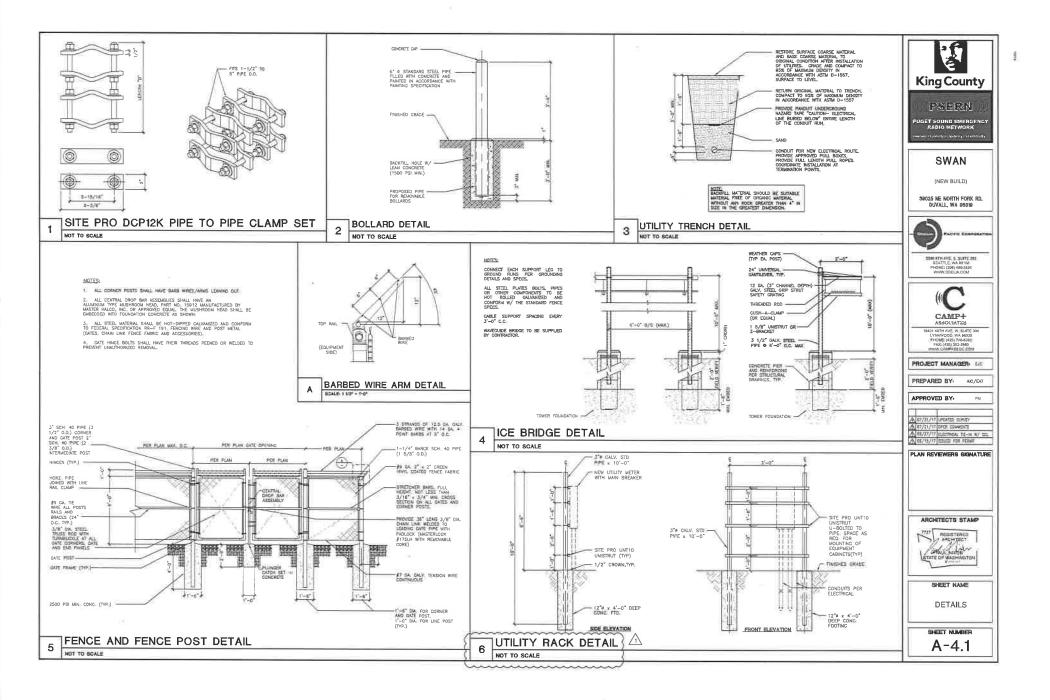
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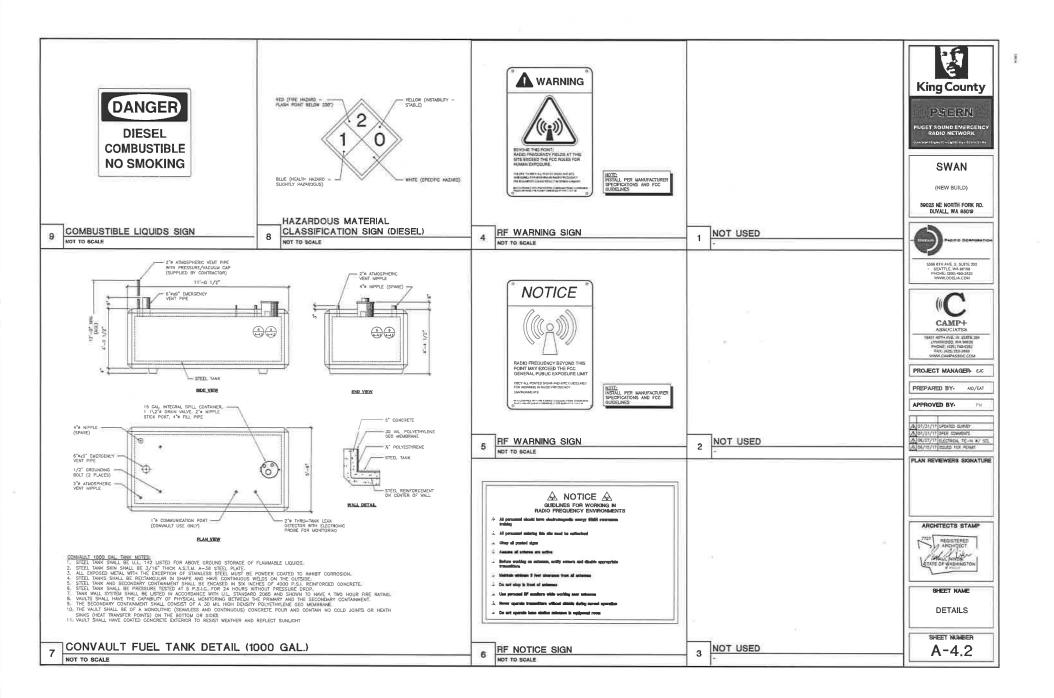


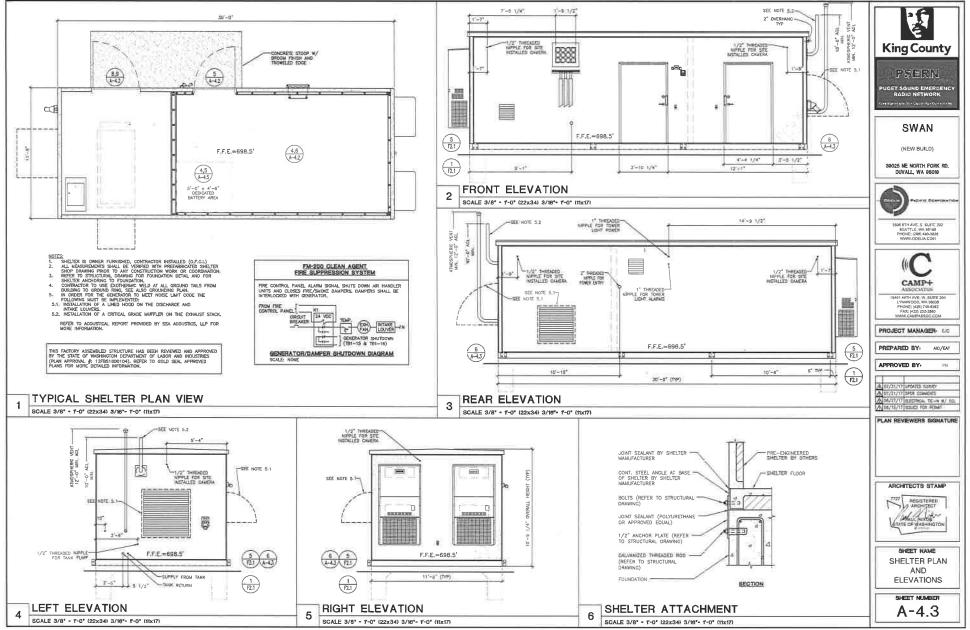
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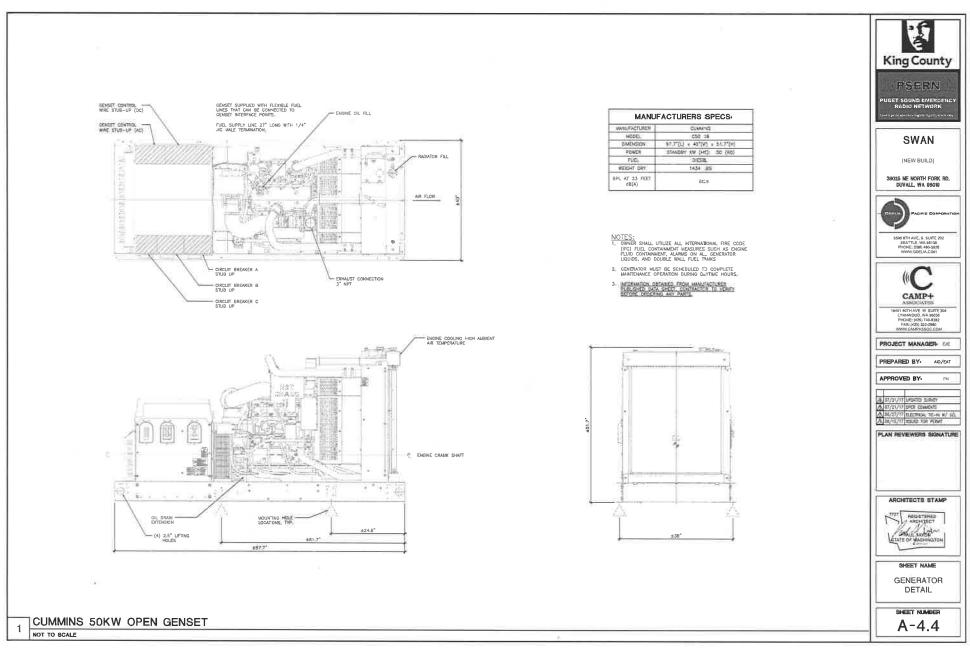
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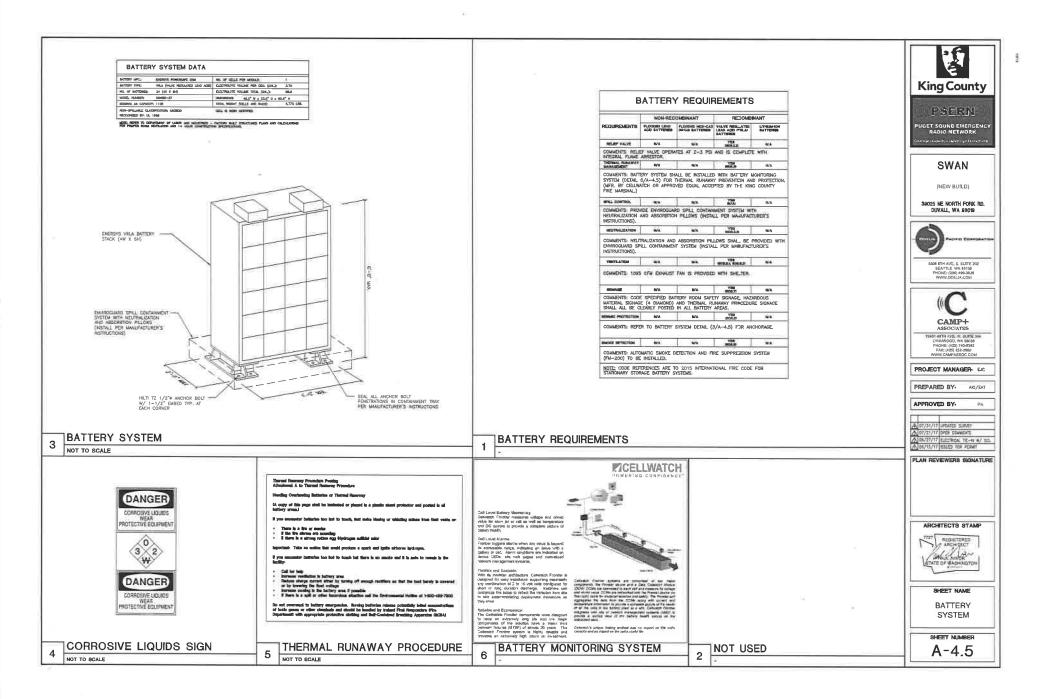




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STRUCTURAL NOTES F THESE NOTICE ARE TWREAS UNLESS NOTED ON DETAILED OTHERWISE ON DRAMMADE

CODE

ALL MATERIALS, WORKMANSHIP, DESIGN, AND CONSTRUCTION SHALL CONFORM TO THE DRAWINGS.
SPECIFICATIONS, AND THE INTERNATIONAL BUILDING CODE (IBC), 1015 EDITION, SPECIFICATIONS AND
STANDARDS WHERE REFERENCED ON THE DRAWINGS ARE TO BE THE LATEST EDITION.

DESIGN LOADS

DEAD	LOADS:	
	BUILDING	WEIGHT

BUILDING WEIGHT FUEL TANK	100 S KIPS (80 KIPS SELF WT + 20 S 25 S KIPS (16 KIPS SELF WT + 7 SK)
LIVE LOADS:	
ROOF (SNOW LOAD)	150 PSF (PER MFR)
ROOF LIVE	100 PSF (PER MFR)
(LIVE LOADS ARE REDUCED WHERE PER	IMISSIBLE PER IBC SECTION 1607 10)
EARTHQUAKE LOADS:	
SITE FLASS (ASSUMPTIO	0

SHORT PERIOD SPECTRAL RESPONSE ACCEL (S.)	1 124
ONE SECOND SPECTRAL RESPONSE ACCEL (S)	0.426
SHORT PERIOD DESIGN SPECTRAL RESPONSE ACCEL [Sec]	0 787
ONE SECOND DESIGN SPECTRAL RESPONSE ACCEL (5m)	0.447
RISK CATEGORY	IV
SEISMIC IMPORTANCE FACTOR (§)	15
SEISMIC DESIGN CATEGORY	D
WIND (DADS	
64SHC WINE SHEED ET SECOND JELSTY	115 MPH
EXHCOLORY	
R.o.	10

WE PLANS FOR ADDITIONAL DESIGN LIDADS

STATEMENT OF SPECIAL INSPECTIONS

SPECIAL INSPECTIONS ARE REQUIRED AS INDICATED IN THE FOLLOWING TABLE THE CONT SUBMIT A WRITTEN STATEMENT OF RESPONSIBILITY TO THE BUILDING OFFICIAL AND OW COMMENCEMENT OF WORK IN ACCORDANCE WITH CHAPTER 1704 4 OF THE IBC

FREQUENCY AND DISTRIBUTION OF REPORTS - INSPECTION REPORTS SHALL BE PROVIDED ON SITE BY SPECIAL INSPECTOR, STRUCTURAL OBSERVATION REPORTS SHALL BE PROVIDE OBSERVATION, REPORTS SHALL BE DISTRIBUTED TO THE CONTRACTOR, ARCHITECT, ENGIN BUILDING OFFICIAL

SPECIAL INSPECTION

OPERATION	CONT	PERIODIC	REMARKS
Smith			
DECAVATION & FEL		8	IDEOTECH ENCINEER
FOUNDATION BEARING CAPACITY VERIFICATION	-	- ¥	
KONCHETE			
KINGRONCING PLACEMENT	_		
ANCHOR BOATS		x	
CONDECT PLACEMENT	- 1		
EXPANDER AND/ORS		1	FREDD
TESTING FOR PE, AIR CONTENT, MUMP	T.		a mail include a

RESULTS: ANY INS	PECTION FAILING TO MEET T	LDING OFFICIAL SHALL BE FURNISI HE PROJECT SPECIFICATIONS SHA	HED WITH COPIES OF AL LL BF IMMEDIATELY
BROUGHT TO THE	ATTENTION OF THE DESIGN	TEAM	

SOILS REPORT: NO: 114-571034A BY: TETRATECH DATED: APRIL 15, 2016 ALLOWABLE SOIL PRESSURE 4000 PSF PASSIVE EARTH PRESSURE: 35D PSF COEFFICIENT OF FRICTION 0.4S ACTIVE PRESSURE: 35 PCF

FOUTINGS IMAN, BEAR OW FAM UNDSTUTIED EXITING TEREDILLERED GRAND, FUL AS R LEASE 197 - BELOW ADJACEN INTERIOR GRADS, MAY FOUTINE ELEVATING SUDAWIN HO ADJACENT MANAGEMENT FOR A DAMA HAN AND ADJACENT ADJACENT ADJACENT TO STE CONTINUENT, AND MALE THREFORE IN ESTABLIEST ST FUE CONTRACTOR, FOOT CONTRELENCE CONTINUES AN AUGUST AND ADJACENT ADJACENT. FOOT CONTRELENCE CONTINUES AND AUGUST AND ADJACENT ADJACENT. FOOT

IMPORTED STRUCTURAL FILL AND BACKFILL MATERIAL SHOULD CONSIST OF CLEAN, WELL GRANULUAR MATERIAL FREE OF DEBRIS OR ORGANICS WITH A MAXIMUM PARTICLE DIAME INCHES AND NO MORE THAN 10% FINES (PASSING THE #200 SEVE).

FILL AND BACKFILL MATERIAL SHOULD BE PLACED IN LEVEL LIFTS NOT EXCEEDING TWELVI LOOVE THICKNESS AND COMPACTED TO A MINIMUM OF 98% OF ITS MAXIMUM DRY DEN DETERMINED BY ASTM TEST METHOD D1557-00

ENCRYATERIS AND DRAINING INSTALLATION HAALI BL ONLERVID IN A SOLL ENCRYLLET OWNER, IF ARXIVATION SHOWS SON CONTINUES TO BE DEAL THAN THOSE ASSUMED STRUCTURAL ENGINEER FOR POSITIBLE POLYMORTON RECEINGS.

1	EDWCHITE	~~~~	\sim	~~~~	\sim	~~~~	~~~~~	CONCRETE GENERAL NOTES		
Ş	AND THE A	ETÉ SHAUL 3E M MÉRICAN CONC	IKED PROP	DRTIONED, CON	VEYED AND TIONS FOR S	PLACED IN AC TRUCTURAL C	CORDANCE WITH ACT 318 ONCRETE FOR BUILDINGS	VERTICAL BAFS SHALL START FROM TOP OF FOOTING HORIZONTAL BARS SHALL START A DISTANCE OF 1/2 THE NORMAL BAR SPACING FROM TOP OF FOOTING AND TOP OF FRAMED SLABS, IN ADDITION, THERE		
	(ACI 301) ALL CONCR	FTE SHALL BE ST	TONFACOR	GATE CONCRET	F HAVING A	UNIT WEIGHT	OF APPROXIMATELY 150	SHALL BE A HORIZONTAL BAR AT A MAXIMUM OF 3" FROM TOP OF WALL AND BOTTOM OF FRAMED SLABS PROVIDE COMMER BARS TO KRETCH THE HORIZONTAL REHEIDRONG WITH TENDION LAP SPUCE AT EACH DEE		
į	POUNDS PE	R CUBIC FOOT						VER TABLE, OF HEND ONE SIDE OVER TO RROY OF TENSION USA		
ľ	-	construction		MAXIN WATER/C	EMENT C	UNIN CEMENT	MARIMUM SHRINEKGE STRAIN	PROVIDE CONTINUE OR CHARTNECTION INFOSTS IN SUMME ON KEARLE TO HEREA UPSAME INTO ASCTANDICAR CREAS OF NOT MORE THAN MORE SOLUME FEET SUMMER SEA TO ARRAY TO A SULARE AS PRACTICAL AND HAVE NO ACUTE ANGLES, IDINT LOCATIONS TO BF APPROVED BY THE ARCHITECT.		
ķ	SLAD	I ON GRACE	Soch Pr	RAT	0	ST/2 SACE	IVA	ALL CONSTRUCTION JOINTS SHALL BE THOROUGHLY CLEANED AND PROPERLY PREPARED IMMEDIATELY PHOR TO POURING OF CONCRETE, DOWEL STEEL SHALL BE THE SAME SIZE AND SPACING AS MAIN		
į	. P	DOTINUL	Bote P		s	11/21408	n/a	FEINFORCING DETAILED BEYOND JOINT. SEE ARCHITECTURAL DRAWINGS AND MECHANICAL DRAWINGS FOR EXACT LOCATIONS AND DIMENSIONS OF		
ĺ		DE BLAMS	1000 21			3.1/2.5408	N/A	OPENINGS IN CONCRETE WALLS, FLOORS AND ROOF, UNLESS INDICATED OTHERWISE, REINFORCE AROUND		
ί		THER CONT.	30CU P1			SSADE	845	OPENINGS GREATER THAN 12" IN EITHER DIRECTION WITH (2) IS EACH SIDE AND (1) IS + 4" O" DIAGONAL AT EACH CORNER, EXTEND BARS 2" O" BEYOND EDGE OF OPENING, IF 2" O" IS UNAVAILABLE, EXTEND AS FAR AS		
Į	PLACING AT	TE TO THE ENG WY CONCILITE T	THE PERFORM	HE BURDING D AANCE MIX SHI	CPARTMENT ILL INCLUDE 1	TOR APPROVE	DIETE PERFORMUNCE MIE N. TWO WEEKS PROFITO 5 OF CEMENT, FINE AND 17 KATIO, SELINIP, ACI 310	FOSSIBLE AND HOOK HOOK ALL REINFORCING INTERRUPTED BY OPENINGS. EARS PARTIALLY EMBEDDED IN HANDENED CONCRETE SHALL NOT BE FIELD BENT UNLESS SO DETAILED OR APPROVED THE STRUCTUREL SUSPECT.		
i	ALL CONCR	CTE EXPOSED TO	O WEATHER	OR TO FAFFZIN	5 TEMPERAT	URES SHALL B	ACI 318 E AIR-ENTRAINED AND 1 FOR EXPOSURE	SEE ARCHITECTURAL DRAWINGS FOR ALL GROOVES, NOTCHES, CHAMFERS, FEATURE STNIPS, COLOR, TECTURE AND OTHER FINISH DETAILS AT ALL EXPOSED CONCERTE SURFACES, PROVIDE 3/4" CHAMFER AT ALL CHAMFER TRXFFF AL NOTED.		
ł	ENTEGONE	5 FZ, St. WE, &	CB.					STRUCTURAL STEEL		
	REINFORCE							STRUCTURAL STEEL DESIGN FABRICATION AND ERECTION SHALL BE IN ACCORDANCE WITH THE AISC		1
	REINFORCE 60 (Fy = 60	NG STEEL SHALL	BE DEFORM	ED BILLET STÉE HERWISE GRAI	CONFORMI	NG TO ASTM A	A615, AND SHALL BE GRADE NDICATED ON DRAWINGS	"SPECIFICATION FOR THE DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS", (A) LATEST EDITION		ABOVE AND/UNE VOLT
	TO BE WEL	DED SHALL CON	FORM TO AS	TM A706 REIN	FORCING COL	MPLYING WIT	H ASTM A615 MAY BE	CHEMES SHALL CONFORM TO ASTM ADD2, My - DI ISS.	-	ALTERNATE
	SPECIFIED I	N AWS D1 1 AR	E SUBMITTEI		CONFORMA	INGE WITH WI	DING PROCEDURES	FLATEL AND ISE AND RODE INALL CONFORM TO HETSE ALS, Fy + 10 E11	d	ARCHITECT
	WELDED W	WELDED WIRE	LL CONTORN	TO ALTMALE	S. PROVIDE V	VELOEB WHE	FABRIC IN SHEETS NOT	TRUCTURAL TURING SUAL CONFORMATION STATE ADDR. CONF. A. S. A. S. M. S.		stian
								Disaster est for the contraction of the second states of the second stat	_	BAR DUXMETER
	ACI 318R, L	NG STEEL SHALL ATEST EDITION	S. UNLESS O	HERWISE NOTE	DOKS AND BE	ING SPLICE LE	RDANCE WITH SP-66 AND NGTHS AND DEVELOPMEN			BLEICHINE BZAM
		HALL BE PC I SC						60LTS CONNECTING STEEL MEMBERS SHALL CONFORM TO ASTM A32S N. BOLTS SHALL BE 3/4* MINIMUM, UND ANCHOF BOLTS SHALL CONFORM TO ASTM A307	-	ROTTON
	(CRO APPR)	NUED SYSTEM 4	ITVED LIABLE	OR 125% OF TH	E CREMINER Y	OBLD STRENGT	/INGS, SHALL BE BY AN TH OF THE BAR, AND SHALL	CONTRACTOF SHALL PROVIDE CONNECTION ADJUSTMENT TOLERANCES TO SATISFY THE REQUIREMENTS OF	2	BEEXING
	BE INSTALL	ED IN ACCORDA	ANCE WITH T	HE MANUFACTI	JAEN'S RECOI	MMENDATIO	45	AISC MANUAL OF STEEL CONSTRUCTION	90	SETWEEN
	WEE SETTI	NG SHALL BE PL	TIME & NO	ALLOWING WIT	THOLT #RIDE	THOSHETS AN	PROVAL BARS PARTIALLY	UNLESS SPECIFIED AS STAINLESS STEEL, ALL STEEL MEMBERS, SHAPES, BOLTS, AND ACCESSORIES EXPOSED TO WEATHER SHALL BE HOT DIP GALVANIZED	_	COMPLETE IDIN'T ?
	IMPEDDED	IN HARDENED	CONCRETES	HALL NOT BE FI	ELD BENT UN	ILESS SO DETA	ILED DE AMPROVAD BY THE NG STEEL REQUIREMENTS	WELDING CON.	<u> </u>	CONCRET! MASON
ſ		LAPS AND EMB		~~~	~~~	~~~~	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	WELDING SHALL CONFORM TO AWS "STRUCTURAL WELDING CODE", LATEST EDITION ALL WELDING SHALL	<u>()</u>	EDUIMN
2	UNLESS OT	HEAVING NOTE	D. BEINFORD	ING SPLICE LEN	STREAMS D	VILOPMENT	LENGTHS SHALL BE AS	BE DONE WITH 70 KSI LOW HYDROGEN ELECTRODES, WHERE NOT CALLED OUT, MINIMUM FILLET WELD SIZE EHALL BE PERTABLE SA REAWY DS 3, LATEST LEITION	_	CONCRETE
۶.	TABULATE	D AELOW.	3		2		Store and Allertic	WELDING OF REINFORCING BARS SHALL NOT BE PERMITTED UNLESS SPECIFICALLY CALLED OUT ON		CONNECTION
۶.				ferst	1011 7151			PERFORMED JSING LOW HYDROGEN ELECTRODES, WELDING OF GRADE 40 REINFORCING BARS SHALL BE	-	COOPTINUCIOS
¢.		Tinda	LOPMENTU	COMPRESSOR	m	SUN I	COMPRESSION	PERFORMED JSING ETWIX ELECTRODES, SEE REINFORCING NOTES FOR MATERIAL REQUIREMENTS OF WELDED BARS, WELDING WITHIN 4" OF COLD BENDS IN REINFORCING BARS IS NOT PERMITTED.		DOUBLE
ð.	NAR SIZE	TOF BARS	OTHER	ALL BARS	TOP BARS	OTHER	ALL BARS	ALL WEIDING SHALL BE DONT BY WASHINGTON ASSOCIATION OF BUILDING OFFICIALS (WARDLINGTOD)		DETAL
į.	43	D	BARS	HUL DAINS	J1	BARS.	ALL BADIS	WELDERS DATA		BAMETES
į,		21	11	2	28	17	12	DXISTING HUILDING		BRECTICA
\$	15	24	52	'n	10	18	17	CONTRACTOF SHALL VERIFY ALL DIMENSIONS, MEMBER SIZES AND CONDITIONS OF THE EXISTING BUILDING DEPICTED IN THE DRAWINGS, AND NOTIFY THE STRUCTURAL ENGINEER OF ANY DISCREPANCIES FOR	-	EACH A
6	H	36	24	11	- 41	34	- 11	DEPICTED IN THE DRAWINGS, AND NOTIFY THE STRUCTURAL ENGINEER OF ANY DISCREPANCIES FOR POSSIBLE, RECESION		ELEW/TICH
6	47	348	38	෪	63	- 17	11	CONTRACTOF RESPONSIBLE FOR COMPLETELY SEALING ALL AREAS WHERE EXISTING ROOF MATERIAL IS		EACH SID
	45	56	41	17	73	9	ić	PENETRATED OR REMOVED PROVIDE WATER PROOFING AS REQUIRED BY THE ARCH		DESTING
3		NGT HEARD IN C						GENERAL EXP	_	FLOOR
6	TOP E	P SPLICES ARE C IARS" ARE KORI	ZONTAL REI	FORCEMENT P	LACED SUCH	THAT MORE T	HAN 12 INCHES OF	STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH ARCHITECTURAL, CIVIL ELECTRICAL, AND MECHANICAL DRAWINGS FOR BIDDING AND CONSTRUCTION, CONTRACTOR SHALL VERIFY ALL DIMENSIONS		FLOOR
	CONCE	TETE IS CAST IN	THE MEMBE		-			AND CONDITIONS FOR COMPATIBILITY BEFORE PROCEEDING ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT BEFORE PROCEEDING		Posting
f	RINCER	COVINTIAN	ATCHCING	~~~	~~~	~~~		CONTRACTOF TO SEE ARCHITECTURAL CIVIL ELECTRICAL AND MECHANICAL DRAWINGS FOR SIZE AND		I'M SIDE
	CONCRETE	CAST AGAINST	AND PERMA	NENTLY EXPOSE	D TO EARTH			LOCATION OF PIPE, VENT, DUCT AND OTHER OPENINGS AND DETAILS NOT SHOWN ON THESE DRAWINGS		SENERAL CONTR.
	#6 BA	EXPOSED TO EA AS AND LARGE	R	EATHER		-	1/2"	CONTRACTOF SHALL BE RESPONSIBLE FOR ERECTION STABILITY AND TEMPORARY SHORING AS NECESSARY UNTIL PERMANENT SUPPORT AND STIFFENING ARE INSTALLED		
	CONCRETE SLAB	NOT EXPOSED 6, WALLS AND N	TO EAHT-+ OF			3/4	r.	CONTRACTO-INITIATED CHANGES SHALL BE SUBMITTED IN WRITING TO THE ARCHITECT AND STRUCTURAL ENGINEER FOR APPROVAD FOR TO FARABLEATING ON CONSTRUCTION CHANGES SHOWN ON SHOP DRAWINGS DRAY WALL HIDT SATILY THEI REQUIREMENT.		
	-00	and all be decide	and and R	the sound is		11	12	DRAWINGS INDICATE GENTIAL AND TIMES. DITAILS OF COMPRICTION WHERE CONDITIONS ARE NOT SPECIFICALLY INDICATED BUT AND OF A SWITCH CHARACTER TO DETAILS SHOWN, SIMILAR DETAILS OF		

ABBREVIATIONS SLAE CAMINATED ISAM GLB HORIZ HORIEDATAL KP KING POST KIPS PER SQUARE INCH 120 ANGLE MECHANICAL MECH MOMENT FRAME MF MTL METAL. _ NEAR SIDE 00 OV CENTER GRPOSITE RATION PLATE 11 NCL PLACES wit' POUNDE FER SQUARE INCH 251 257 POUNDS PER SOURCE FOOT P/T POST TENSIONED et PRESSURE THE REWF REINFORCINE REGIO REGULARE PRESSURE TREATED _ _ SCHEB SCHEDULE 500 SLAB ON GRADI 570 STANDARD 11112 STIFFAMER STL STEEL SYMM STMMETRICAL SW. SHEARWALL 70C 705 TOP OF CONCRETE TOP OF STEEL TOW TOP OF WALL DF TIPICAL UND VERT SINUSSENOTED OTHERMOSE VERTICAL

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WARDER FLANGER

SWAN (NEW BUILD) DUVALL WA 96010 ec ENGINEERING 250 4TH AVE. 5., SUITE 200 EDMONDS, WASHINGTON 98020 PHONE (425) 778-8500 FAX (425) 778-5538 CG PROJECT#16015,917 PROJECT MANAGER MTM PREPARED BY ZOS APPROVED BY JAC NEV CATE CENTRE A select street spaceting data in the selection of the s And Bar CITY APPROVAL

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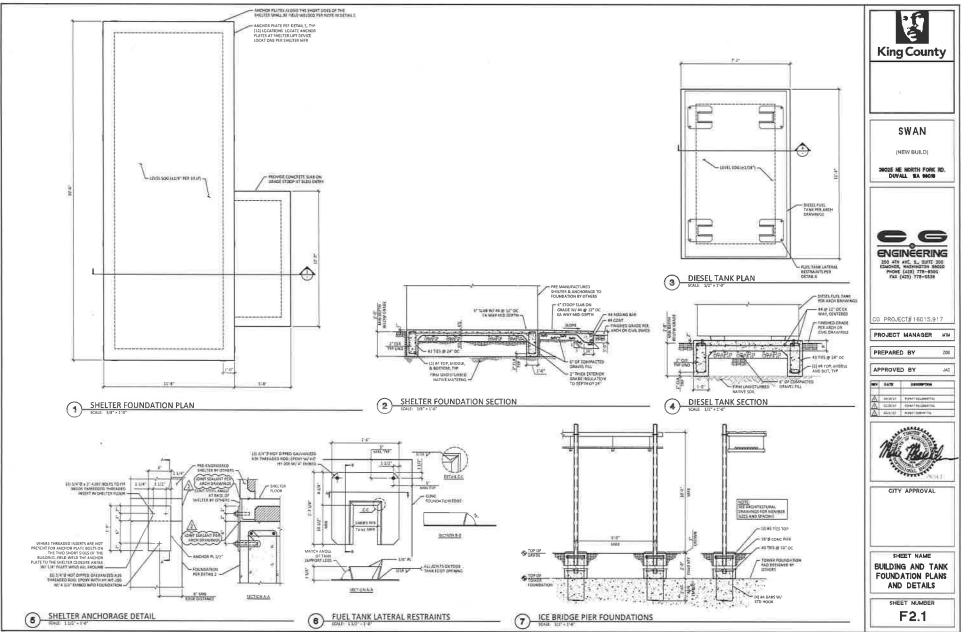
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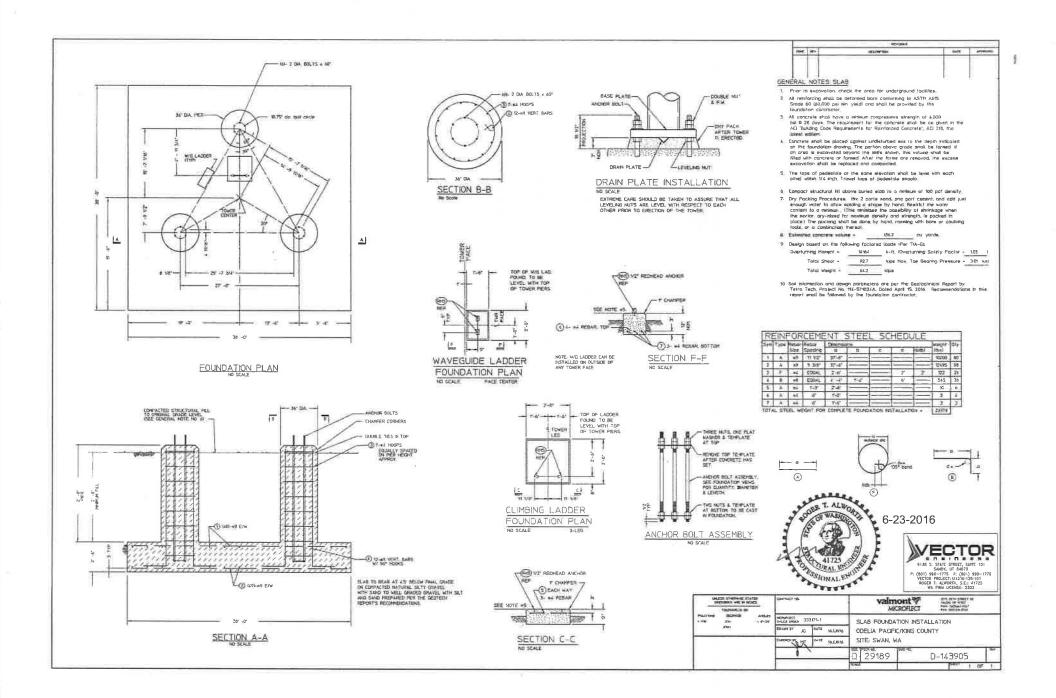
SHEET NAME BUILDING AND FUEL TANK

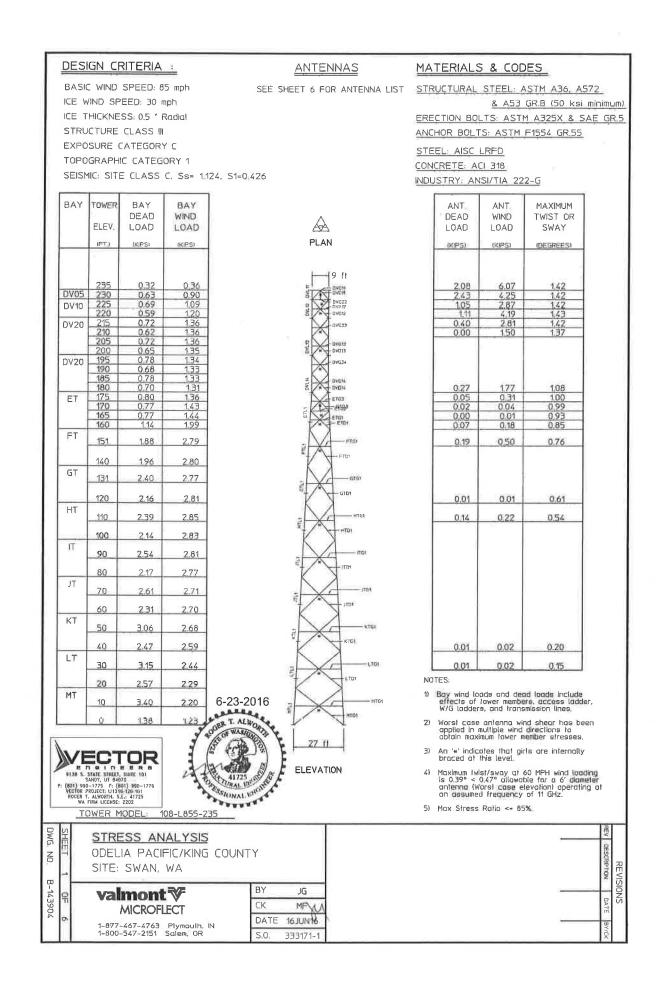
FOUNDATIONS STRUCTURAL NOTES

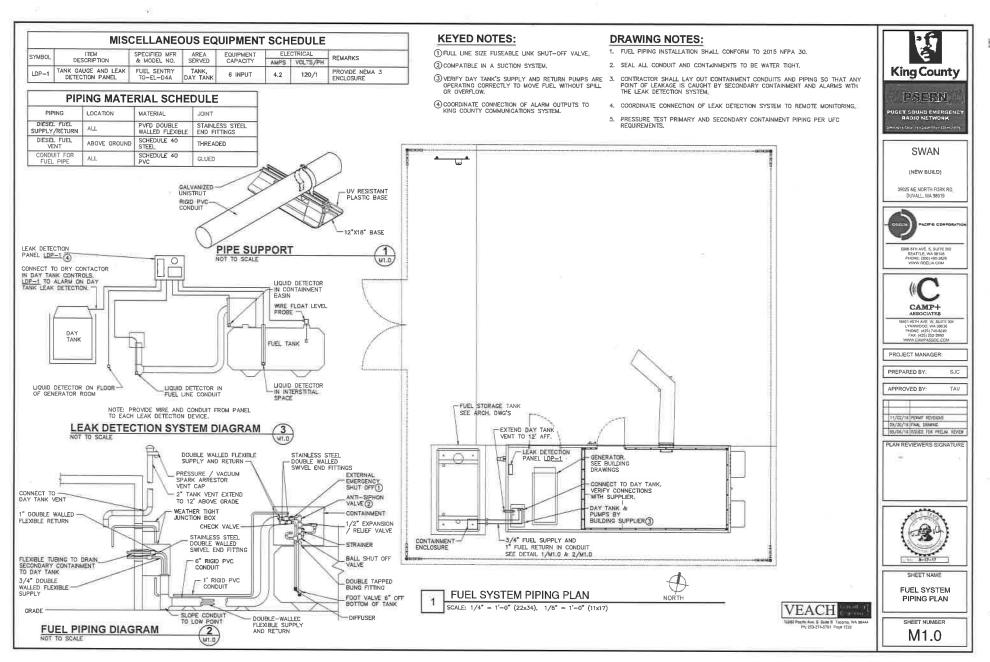
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