

# ORIGINAL

## COMMUNICATIONS SITE LEASE AGREEMENT

This Communications Site Lease Agreement made as of March 31, 2015, between **Thurston 9-1-1 Communications (TCOMM911)** whose address is: 2703 Pacific Ave. SE, Suite A, Olympia, WA 98501 (herein known as "Lessor") and **Thurston County Public Works**, 9605 Tilley Road S., Olympia, WA 98512 (herein known as "Lessee").

### WITNESSETH

WHEREAS, Lessee wishes to lease the following and WHEREAS, Lessor has the full power and authority to lease space under the Communications Tower, communications tower space and power supply meeting the requirements of the Lessee.

1. NOW THEREFORE, Lessor and Lessee do hereby covenant and agree as follows to the Description and Scope of Lease. During the term of this Lease, Lessor hereby leases to Lessee:

- A. Space under the communications tower at the TCOMM911 Remote Radio Site located on Crawford Mountain located at the Department of Natural Resources (DNR) property leased to TCOMM911 at North 46-50-33.0, West 122-45-50 and; to lease space on the above listed Crawford Mountain Site Communications Tower:

- 1) One, customer owned and provided 36" X 36" reinforced concrete pad, single network equipment cabinet with radio communication equipment and power and an ice canopy and cable bridge to serve lessee's radio communication operations.

The trenching, conduit placement and connection to the TCOMM power source, inside Building 1, will be the responsibility of the Lessee.

- 2) Space on the Communications Tower, shown in **Attachment 1** - Crawford Mountain Radio Improvement drawings, at 127 feet (above ground) mid-span between the North and East legs for Lessee's UHF transmitting and receiving antenna. Tower space shall be provided to route the antennas feed lines from the antenna location to the network equipment cabinet. Attaching feed lines or other cables to the network equipment cabinet, Building 1 or the Communications Tower shall be accomplished with hardware of high quality stainless steel construction.
    - 3) Crawford is sublet from Washington State Department of Natural Resources (DNR) and as such any telecommunications or radio equipment installed by the Lessee at that site must comply with the minimum communications standards as outlined by DNR; see **Attachment 2**.

terminate the Lease immediately upon notice to Lessor. Notwithstanding the foregoing, pre-existing communications, operating in the same manner as on the commencement date shall not be deemed interference.

The Lessor will grant the Lessee access to the Lessor's Premises and permit the Lessee to install antenna, feed line, power, and associated equipment agreed to in this Lease at any time subsequent to the signing of this lease.

The Lessor will afford the Lessee 24-hour access to the Premises for the purpose of constructing, operating, maintaining and modifying the Lessee's facilities located at the Crawford Mountain Remote Radio site. Any substantial modifications from the original design that forms the basis for this agreement must be provided in writing to the TCOMM911 Technical Services Manager for review and approval prior to commencing any work on said modifications. Such approval shall not be unreasonably withheld.

If the Federal Aviation Administration, Federal Communications Commission or any other legal authority requires at any time during the term of this lease, or any renewal or extension thereof, that the Lessor's antenna support structure be painted and/or lighted, Lessor will assure that the paint and lights are installed, maintained, and operated in conformance with the applicable laws and regulations at all times. Lessor will be responsible for, and pay on demand, any and all fines or damages levied against Lessee that result from Lessor's failure to conform to said laws and regulations.

**Mean Time to Respond.** The Lessor will maintain a maximum response time of 12 hours upon receipt of trouble report, provided the circuit or equipment problems resides within TCOMM911's facility.

**Mean Time to Repair.** The Lessor will commit to maintaining to a maximum of 24-hour repair time for service problems experienced by Lessee, provided the circuit or equipment problems resides within TCOMM911's facility.

5. **Approved Vendors.** The Lessee will utilize vendors approved by the TCOMM911 Technical Services Manager when the Lessee installs the antenna, feed-line, power, or any associated equipment on the Lessor's Premises.

One key for the gates leading to the site and one site key will be issued at the time of contract execution for the Lessee to use at this site.

6. **Lessor's Right to Lease.** Lessor covenants that it has the right to make this lease. Lessor further agrees that it will use reasonable efforts to prevent unauthorized persons from gaining access to Lessee's facilities.

Lessor warrants that it solely owns Lessor's Premises. Lessor further warrants that Lessee shall have quiet enjoyment of the Premises during the Term of this Lease or any Extension Term.

- E. by Lessee if Lessee determines that the Premises are not appropriate for its operation for economic, environmental, or technological reasons (including without limitation, signal strength or interference); or
- F. by Lessor, if Lessor determines for technological reasons that Lessee's use of Lessor's Premises interferes with Lessor's operations.

**12. Taxes and Fees.** State, county and local ad valorem and use taxes or fees applicable to this Lease as of the commencement date are included in the rental payable hereunder.

**13. Waiver; Amendment.** Any waiver by either party of any default or the performance of any condition by the other party must be in writing and shall not constitute a waiver of any other default or other non-performance of any condition by either party. This lease may be amended only by a written instrument signed by both parties.

**14. Proration of Rent.** In the event this lease or any renewal thereof is terminated for any reason, or the Lessee first occupied the Premises after the first day of the month that the Lease commences, the annual rent shall be prorated.

**15. Lessee's Facilities.** Title to Lessee's Facilities and any equipment placed on the Premises by Lessee shall be held by Lessee. All of Lessee's Facilities shall remain the property of Lessee and are not fixtures of the Premises. Upon termination of this Lease for any reason, Lessee shall remove all of its equipment and shall surrender the Premises to Lessor in good order and condition, excepting ordinary wear and tear, damage by fire, the elements, and casualty arising from Lessor's actions.

**16. Repairs.** Lessee shall be required to make any repairs to the Lessor's Premises for damages to the Lessor's Premises beyond ordinary wear and tear caused by Lessee and/or its employees, agents, contractors and/or other representatives.

**17. Environmental.** Lessor represents that the Premises have not been used for the generation, storage, treatment or disposal of hazardous materials, hazardous substances or hazardous waste. In addition, Lessor represents that no hazardous materials, hazardous substances, hazardous wastes, pollutant, asbestos polychlorinated biphenyl's (PCB's), petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks are or will be located on or near the Lessor's Premises. Notwithstanding any other provision of this Lease, Lessee relies upon the representation stated herein as a material inducement for entering into the lease.

**18. Mutual Cooperation.** During the Term of the Lease, Lessor and Lessee hereby agree to cooperate with each other to reasonably assist the other in complying with applicable Federal, state and local laws, statutes and regulations including, but not limited to, those imposed by the Federal Communications Commission.

**ORIGINAL**

the laws of the State of Washington, both as to its interpretation and performance.

**24. Miscellaneous.**

The Lessor will not incur any of the Lessee's tenant improvement costs.

The Lessee shall abide by the rules and regulations of the current edition of the National Electrical Code and NFPA-70.

The Lessee shall install and maintain their equipment using good workmanship practices.

The Lessee shall observe and abide by safe working practices.

The Lessee shall be mindful and respectful of the owner's equipment located on Premises.

If Lessee terminates this lease, Lessee shall remove their equipment, feed line, antenna, and restore the elements of the Lessor's building and tower impacted by Lessee's use to its condition at the beginning of the Lease, normal wear and tear excepted.

This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

This lease shall be governed under the laws of the State of Washington, County of Thurston, where the Crawford Mountain Remote Radio site is located without regard to conflicts of law.

The substantially prevailing party in any legal proceedings (including any appeals) arising hereunder shall be entitled to its reasonable attorney's fees and court costs if any.

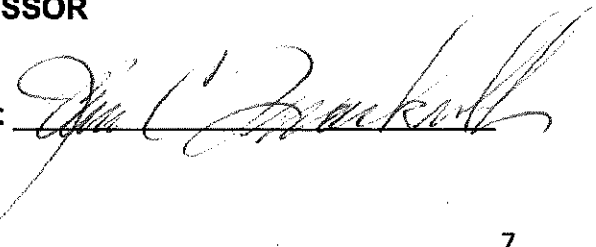
Terms and conditions of this Lease that by their sense and context survives the termination, cancellation or expiration of this Lease shall so survive.

**IN WITNESS WHEREOF**, the parties hereto have executed the Communications Site Lease Agreement, the day and year first above written, between Thurston 9-1-1 Communications and Thurston County Public Works.

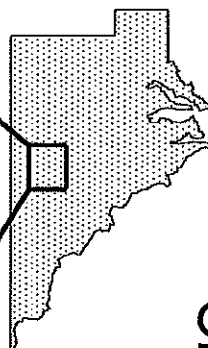
**LESSEE**

By: 

**LESSOR**

By: 

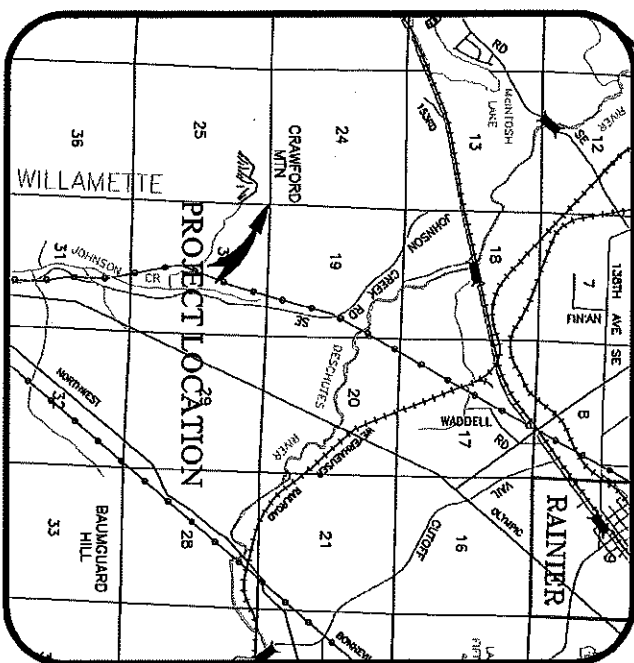
THURSTON COUNTY



# CRAWFORD MOUNTAIN RADIO IMPROVEMENTS

COUNTY ROAD PROJECT NO. 40263

THURSTON COUNTY PUBLIC WORKS



VICINITY MAP

## INDEX OF SHEETS

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THURSTON COUNTY PUBLIC WORKS  
DESIGN SECTION  
9605 TILLEY RD S. STE-C  
OLYMPIA, WA 98512

(360) 867-2300  
FAX (360) 867-2291



| ANTENNA INVENTORY |        |             |                 |
|-------------------|--------|-------------|-----------------|
| ANTENNA           | COAX   | COAX LENGTH | HEIGHT          |
| WHIP ANTENNA (HF) | ANDREW | 150 FT      | 127 FT EAST 1ST |

THURSTON COUNTY PUBLIC WORKS  
DESIGN SECTION  
9605 TILLEY RD S. STE-C, OLYMPIA, WA 98512  
(360)867-2300

Original:             
Drawing:             
Checked:             
Scale: AS NOTED  
Date:           

Revisions  
Date  
Description  
By  
1. 12.13

CRAWFORD MOUNTAIN RADIO  
IMPROVEMENTS  
CRP No. 40263 F.A. No. N/A

ELECTRICAL DETAILS

Sheet  
3 of 3

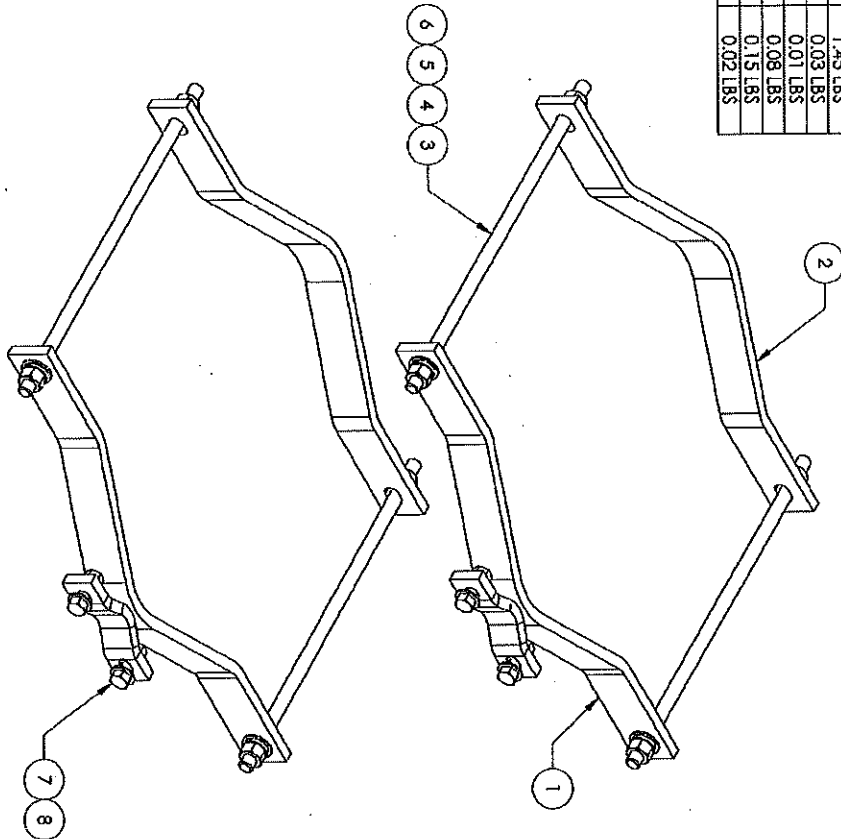
GROUNDING DETAIL  
NTS

PANEL DETAIL  
NTS





| ITEM | PART NO.  | DESCRIPTION                        | QTY. | WEIGHT   |
|------|-----------|------------------------------------|------|----------|
| 1    | LSA       | SMALL TO LARGE ADAPTER HALVE       | 2    | 8.27 LBS |
| 2    | LCP10     | LARGE CLAMP HALF                   | 2    | 7.07 LBS |
| 3    | MT-382-18 | 5/8" X 18" TREADED ROD             | 4    | 1.45 LBS |
| 4    | GWFO5A    | 5/8" GALV FLAT WASHER (A325)       | 8    | 0.03 LBS |
| 5    | GWLO5     | 5/8" GALV LOCK WASHER              | 8    | 0.01 LBS |
| 6    | GN05A     | 5/8" GALV HEX NUT (A325)           | 8    | 0.08 LBS |
| 7    | GB-0416A  | 1/2" X 1-3/4" GALV BOLT KIT (A325) | 4    | 0.15 LBS |
| 8    | GWFO4A    | 1/2" GALV FLAT WASHER (A325)       | 8    | 0.02 LBS |



| REVISIONS |      |                   |     |          |
|-----------|------|-------------------|-----|----------|
| REV.      | ZONE | DESCRIPTION       | BY  | DATE     |
| A         |      | INITIAL RELEASE   | MA  | 02/27/00 |
| B         |      | REVISED & REDRAWN | JIS | 03/22/01 |

THURSTON COUNTY PUBLIC WORKS  
DESIGN SECTION  
9605 TILLEY RD S, STE-C, OLYMPIA, WA 98512  
(360)867-2300

|                   |          |
|-------------------|----------|
| Designed by       | _____    |
| Drawn by          | _____    |
| Checked by        | _____    |
| Scale             | AS NOTED |
| DATE FOR CHANGING | 03/27/01 |

|           |       |
|-----------|-------|
| Revisions | Date  |
| _____     | _____ |
| _____     | _____ |
| _____     | _____ |
| _____     | _____ |

CRAWFORD MOUNTAIN RADIO  
IMPROVEMENTS  
C.R.P. No. 20263  
P.A. No. N/A

ANDREW SOLUTIONS ADAPTOR  
CLAMP SET LS-SB50

dB of attenuation at 20 MHZ. Where mixed services share a common site, series cavities need to be incorporated.

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

7. These Communication Site Facility Standards are developed in conjunction with the Western Washington Cooperative Interference Committee (WWCIC) and the Department of Natural Resources, Radio Program.

## Equipment Specifications

| TECHNOLOGY TYPE:                                     |  |  | GROUND SPACE REQUIREMENTS:  |
|--|--|--|---|
| <b>ANTENNA:</b>                                      |  |  | Tenant Provided Shelter / Pad:  |
| Quantity: 1  |  |  | Dimensions: 36" x 36"   |
| Type (panel, omni, receive, transmit, etc.):<br>Omni |  |  | Type Shelter / Pad: 70" tall x 30" wide x 30" deep Network Equipment Cabinet, ThermoBond brand, or approved equal |
| Manufacturer: CommScope                              |  |  |   |
| Model: DB633   |  |  | Existing Shelter Space:   |
| Length: 58", 4.87'                                   |  |  | Dimensions Needed:  |
| Weight: 8 LBS  |  |  |   |
| Mounting Height:<br>(list for each antenna)          |  |  | <b>IF EXISTING SPACE IN OWNER'S SHELTER IS BEING USED,<br/>PLEASE PROVIDE EQUIPMENT SPECIFICATIONS: N/A</b>       |
| At base of the antenna:<br>127'                      |  |  |   |
| At centerline of the antenna:                        |  |  | <b>Transmitter:</b>   |
| At tip of the antenna:<br>132'                       |  |  | Quantity: 1   |
| Orientation:<br>Vertical                             |  |  | Manufacturer: Kenwood   |
| Downtilt: None                                       |  |  | Model: NXR810   |
| <b>CABLE:</b>  |  |  | Power Output (Watts): 40  |
| Number of Lines: 1                                   |  |  |   |
| Type: Andrew LDF5                                    |  |  | <b>Transmitter Cabinet:</b>   |
| Size: 7/8" approx 150 ft                             |  |  | Quantity:   |
| <b>DISH: N/A</b>                                     |  |  | Manufacturer:   |
| Quantity:  |  |  | Model:  |
| Manufacturer:  |  |  | Dimensions:   |
| Model:   |  |  | Weight:   |
| Dimensions:  |  |  |   |
| Weight:  |  |  | <b>FREQUENCIES:</b>   |
| Mounting Height:                                     |  |  | Transmit: 453.975   |
| Orientation:   |  |  | Receive: 458.975  |
| Cable / Type Mount:                                  |  |  |   |
| <b>GPS RECEIVER: N/A</b>                             |  |  | <b>POWER:</b>   |
| Quantity:  |  |  | ERP: 40   |
| Manufacturer / Model:                                |  |  | Transmitter Operating Power: 40 watts   |
| Dimensions:  |  |  | Max (Power supply rated) AC current 12A @ 115. Nominal draw 20 watts.   |
| Mount Location:                                      |  |  | <b>SPECIAL REQUIREMENTS:</b>  |
| Cable / Mount:                                       |  |  |   |

EXHIBIT C  
TECHNICAL DATA SHEET  
For Communication Sites  
*Please complete one data sheet for each unit*

|   |                                     |   |                                     |
|---|-------------------------------------|---|-------------------------------------|
| <b>1. <u>Lessee Information:</u></b>          |                                     | <b>2. <u>Chief Engineer or Service Provider Info:</u></b> |                                     |
| Lessee Name: Thurston County Public Works     | Phone: (360) 867-2323               | Name: Kevin Paddock                                       | Phone: (360) 867-2458               |
| Address: 9605 Tilley Rd. SW, Ste C            | City, State, Zip: Olympia, WA 98512 | Address: 9605 Tilley Rd. SW, Ste A                        | City, State, Zip: Olympia, WA 98512 |
|   |                                     | Emergency Phone: (360)867.2440                            |                                     |
| <b>3. <u>Premises Information:</u></b>        |                                     |   |                                     |
| Site Name:                                    |                                     | Crawford Mt   |                                     |
| DNR Lease Number:                             |                                     |   |                                     |
| Location at site:<br>(Site or building name): |                                     | Self contained shelter.                                   |                                     |
| Latitude and Longitude: (at center of tower)  |                                     | 46-50-33.0 N 122-45-50.0 W NAD83                          |                                     |
| Elevation of site: (at center of tower)       |                                     | 449.5 M   |                                     |

**4. Equipment**

|  |  |
|--|--|
| a. FCC License Number:                                     | WQTS625  |
| b. Date FCC License Issued:                                | 4/3/2014   |
| c. Equipment Manufacturer:                                 | Kenwood  |
| d. Model Number:   | NX810  |
| e. Class of Service (FCC Symbol):                          | FB2  |
| f. Type of Emission (FCC Symbol):                          | 11K2F3E, 8K30F1E   |
| g. AC power drain during transmission (watts):             | 200  |
| h. Transmit output power (watts):                          | 40   |
| i. CTCSS control tone (Hz):                                | 123.0  |
| j. Type of unit (i.e., microwave, cellular, paging, etc.): | Conventional UHF Repeater                                      |
| k. Is power on continuously?                               | No   |
| l. If amateur radio operator, is this unit:                | <input type="checkbox"/> Voice <input type="checkbox"/> Packet |

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

*Complete for all leases*

Transmit Frequency (MHZ)      Receive Frequency (MHZ)

Channel

|         |         |  |
|---------|---------|--|
| 453.975 | 458.975 |  |
|         |         |  |
|         |         |  |