

LAKEHAVEN UTILITY DISTRICT  
King County, Washington

Resolution No. 2000-926

A **RESOLUTION** of the Board of Commissioners of the Lakehaven Utility District, King County, Washington, approving the execution of a lease of a portion of District property described herein.

**Whereas**, the District owns a parcel of real property upon which are located water storage tanks, and

**Whereas**, a private entity, has expressed an interest in continuing the location of certain telecommunications facilities on the tank and/or tank site, and

**Whereas**, the party desiring to execute lease covering the location of its telecommunication facilities on District property, and the Board, after holding a public hearing to consider such lease, believing the same to be in the best interests of the District;

NOW, THEREFORE, **BE IT RESOLVED** as follows:

1. The Board hereby finds that, pursuant to its existing water system comprehensive plan, the District has a continuing need for ownership of the following tank site properties:
  - South 312<sup>th</sup> & 21<sup>st</sup> Avenue South
2. The Board additionally finds that the lease of a portion of the following parcel to the designated lessee under terms and conditions of a "Lease Agreement" and for initial rent or other compensation set forth below would be in the best interests of the District:
  - South 312<sup>th</sup> & 21<sup>st</sup> Avenue South – Federal Way Amateur Radio club – Agreement to provide Emergency response assistance
3. The General Manager is hereby authorized, upon the receipt of adequate security therefore as required by law, to execute a "Lease Agreement", substantially in the form as attached hereto.



## Debi Manglallan

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**From:** Linda Kochmar  
**Sent:** Thursday, December 21, 2000 3:48 PM  
**To:** Debi Manglallan; Bert Ross; Stan French; Steve Pritchett  
**Subject:** Federal Way Amateur Radio Club/Resolution #2000-926

The Federal Way Amateur Radio Club (FWARC) was unable to obtain the easement required for ingress/egress at the 312th Street Tank site. The agreement will not be signed that was to be attached to Resolution #2000-926. (Debi can now file the resolution with this explanation.)

Another public hearing will eventually need to be held, with a resolution and agreement created for the Tanks 1&4 site. The FWARC club is currently attempting to negotiate a shared use of facilities and equipment with the Federal Way Fire Department and the Seattle Amateur Radio Club at that site.

Attached is a list of items that need to be completed for the Tank 1&4 site. Dave Swartz of the FWARC will be on vacation until January 15, 2001. He expects to work on this again at the end of January.

Bert or Stan, please let me know if there is a time deadline for the FWARC to move from the Tank 2 site.

Thanks,  
Linda K.



FWARC-QUESTIONS-  
TANK 4.doc

## Debi Manglallan

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**From:** Linda Kochmar  
**Sent:** Thursday, December 14, 2000 2:25 PM  
**To:** Steve Pritchett; Bert Ross; Stan French; Don Perry  
**Cc:** Debi Manglallan  
**Subject:** Federal Way Amateur Radio Club/312th Tank Site

Just to refresh your memories, the Federal Way Amateur Radio Club (FWARC) has equipment at the Tank 2 site, which they were to move by the end of this year because of the work planned by the District at that site. The Board held a public hearing on 9/28/00 and following subsequent discussions approved having the club to move to the 312th Street Tank Site, with certain requirements. We resolved all of the stipulations except one. The property owners who live in the front of the tank had to grant an easement. Attached is a letter from the Fraser's denying the request for an easement.

So we're back to square one. The Club is now asking if they can move their equipment to the Tank 1&4 site, 310th/8th Ave. South. They apparently want to use some of the Seattle Club equipment and run their own antenna off of it.

### QUESTIONS:

- Bert/Stan: Is this possible? Dave Swartz (FWARC) phone number is 253-924-6291.
- Steve: Would another public hearing have to be held?
- Debi: Perhaps Steve can tell you what to do about the resolution from the public hearing (there is no agreement).



FWARC.max

Are we having fun yet?  
Linda K.

# LAKEHAVEN UTILITY DISTRICT

## SITE LEASE FOR TELECOMMUNICATIONS FACILITIES

THIS INDENTURE of lease, made this \_\_\_ day of \_\_\_\_\_, 2000, by and between LAKEHAVEN UTILITY DISTRICT of King County, Washington, a municipal corporation, hereinafter referred to as "Lessor" and FEDERAL WAY AMATEUR RADIO CLUB, hereinafter referred to as "Lessee".

### 1. Lease-

Subject to the following terms and conditions, Lessor hereby leases to Lessee, certain space on the property described on Exhibit "A", attached hereto (the "Property"), for the placement, maintenance and operation of telecommunications facilities and appurtenances.

### 2. Term-

The duration of this Lease shall be Twenty-Five (25) years. The initial term of this lease shall be Ten (10) years, commencing on \_\_\_\_, day of \_\_\_\_\_, 2000 (the "Commencement Date") and terminating at Midnight on \_\_\_\_\_, 2010, the last day of the initial term.

### 3. Rent/Fees-

Lessee hereby agrees, in lieu of monetary rent, to provide Lessor with emergency response assistance and other related services as more particularly described in Exhibit "B", attached hereto.

### 4. Renewal-

Lessee shall have the right to extend this Lease for Three (3) additional terms of five (5) years each ("Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein. This Lease shall automatically renew for each successive Renewal Term unless Lessee shall notify Lessor, in writing, of Lessee's intention not to renew this Lease, at least ninety (90) days prior to the expiration of the term or any Renewal Term.

### 5. Interference-

Lessee shall not use the Premises in any way that interferes with the use of the Property by Lessor, or other lessees, employees or agents of Lessor. Similarly, Lessor shall not use, nor permits its lessees, employees or agents to unreasonably interfere with Lessee's use of the premises. It is agreed that if such interference does not cease following the provision of written notice demanding the same, it shall constitute a material breach of this lease and the non-defaulting party may bring suit to enjoin such interference or terminate this Lease.

### 6. Security-

The parties acknowledge the requirement that Lessor obtain from parties leasing property owned by Lessee, pursuant to RCW 57.08.120, security for Lessee's performance of the lease

terms. It is agreed that in recognition of Lessee's status as a non-profit organization performing functions of benefit to the public and that it is providing non-monetary consideration for the lease, Lessee shall not be required to post a performance bond or other security to guarantee performance of its obligation under this Lease. It if is determined by the Office of the State Auditor or a court of competent jurisdiction that this waiver of the security requirement is invalid, then Lessee shall be obligated to provide a bond guaranteeing performance of its obligations under this Lease from a surety licensed in the State of Washington as a further condition of this Lease.

7. Improvements/Access-

Lessee shall have a nonexclusive right, at its expense, to erect and maintain on the Premises, improvements, personal property and facilities necessary to operate its telecommunication facilities as set forth in Exhibit 'C'. Lessee shall not be entitled, without the written consent of the Lessor, to make or install any improvements to its facilities not described herein or otherwise alter its use of the Premise. A pre-construction meeting shall be held at least ten working days prior to installation of facilities. Lessor shall have final approval over construction and/or installation of improvements, which approval shall not be unreasonably withheld or delayed. Lessee shall keep and maintain such facilities in commercially reasonable condition and repair during the term of this lease, normal wear and tear excepted. At the end of the lease, the Premises shall be returned to Lessor in good, usable condition, normal wear and tear excepted. As partial consideration for Rent paid under this Lease, Lessor hereby grants Lessee a non-exclusive easement, for the term of the lease, for ingress and egress to the Premises adequate to install and maintain the improvements and necessary appurtenances.

8. Operating Conditions-

Lessee agrees to abide by each and every operating condition set forth in Exhibit "D", attached hereto. Failure to abide by any such operating condition shall constitute a material breach of the Lease and, upon written notice to Lessee and failure to cure within five (five) days, entitle Lessor to declare the Lease immediately terminated and enforce such termination in a court of competent jurisdiction.

9. Termination-

Either party may terminate this lease at the end of any lease year (\_\_\_\_\_) on the provision of written notice of not less than six (6) months prior to the end of such lease year.

10. Utilities-

In addition to the aforesaid Rent, Lessee shall install necessary facilities and pay, as accrued, all utilities used or consumed upon the lease premises by Lessee and its facilities, and any and all other charges or expenses incurred for services performed on or for the lease premises for Lessee.

11. Hold Harmless/Insurance-

Lessee shall hold harmless the Lessor and Lessor's agents from all damage of every kind and nature whatsoever that may be claimed or accrue by reason for any accident in or about the Premises and areas adjacent thereto caused by the acts or neglect of the Lessee or any agent of

Lessee. For purposes of this section, Lessee shall procure a policy of comprehensive commercial general liability insurance which names the Lessor as an additional insured with limits not less than \$1,000,000 per occurrence/\$2,000,000 aggregate.

12. Applicable Laws-

The Lessee, in the use and occupation of the demised premises and in the operation of any activity thereon, shall comply with all requirements of all applicable laws, orders, ordinances, rules and regulations of the federal, state, county and municipal authorities.

13. Time of the Essence/Waiver-

Time is of the essence in all matters relating to the performance of each and every term of this lease herein. Any failure by either party to enforce any right arising hereunder shall not be deemed a waiver of such right.

14. Assignment-

The parties agree that this Lease shall not be assignable in whole or in part by Lessee without the written consent of Lessor. Should Lessor be acquired in part by any municipal entity pursuant to statutory assumption proceedings and should Lessor continue to exist as a municipal corporation, Lessee's obligation to pay Rent to Lessor shall continue regardless of whether or not Lessor continues to own the Premises.

IN WITNESS WHEREOF, Lessor and Lessee have set their hands and seals the day and year above set forth.

Lessee:

Lessor: LAKEHAVEN UTILITY DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
General Counsel

# LAKEHAVEN UTILITY DISTRICT

## LEASE AGREEMENT FOR TELECOMMUNICATIONS FACILITIES

### Exhibit A

#### Real Property Description

##### LEGAL DESCRIPTION:

Lot 122 BARKERS STEEL LAKE TRS UNREC VAL OF UNDEEDED STS & ALLEYS INCL IN ADJ LOT VAL N ½ OF 122 LESS C&M RTS.

Lot 123 BARKERS STEEL LAKE TRS UNREC VAL OF UNDEEDED STS & ALLEYS INCL IN ADJ LOT VAL S 50 FT OF N 150 FT OF W 50 FT OF TR 123 LESS C&M RTS

That portion of the Southeast ¼ of the Northwest ¼ of Section 9, Township 21 North, Range 4 East W.M., described as follows:

Beginning at the Northwest corner of said subdivision, and running thence along the Northerly line thereof South 89°51'00" East 30 feet; thence South 0°07'00" West 995.73 feet; thence South 89°35'48" East 299.90 feet to the true point of beginning of the tract herein described; thence continuing South 89°34'48" East 50 feet; thence South 0°10'00" West 100 feet; thence North 89°34'48" West 50 feet; thence North 0°10'00" East 100 feet to the true point of beginning; LESS all coal and minerals and the right to explore for and mine the same, (ALSO KNOWN AS the Westerly 50 feet of the Northerly 100 feet of Tract 123 of Barker's Steel Lake Tracts, an unrecorded plat), TOGETHER WITH a perpetual easement for road and utilities purposes over the following described strip of land:

Beginning at the Southwest corner of the tract herein before described; thence South 89°34'48" East 16 feet; thence South 0°10'00" West 200 feet; thence North 89°34'48" West 16 feet; thence North 0°10'00" East 200 feet to the point of beginning, (ALSO KNOWN AS the Westerly 16 feet of the remainder of said Tract 123); situate in the County of King, State of Washington.

##### BEING KNOWN AS:

312<sup>th</sup> Street Tank Site: South 312<sup>th</sup> Street between 20<sup>th</sup> Avenue South and 22<sup>nd</sup> Avenue South



**LAKEHAVEN UTILITY DISTRICT**  
**LEASE AGREEMENT FOR TELECOMMUNICATIONS FACILITIES**

**Exhibit B**

**Rent/Fees**

*Emergency Response Assistance and other related services shall be provided as follows:*

- *Communications Aid as requested during designated emergencies.*
- *Assistance during staff training exercises.*

## LAKEHAVEN UTILITY DISTRICT

### LEASE AGREEMENT FOR TELECOMMUNICATIONS FACILITIES

#### Exhibit C

#### IMPROVEMENTS

- 1) The radio club will undertake the removal from the Tank 2 Site, transport between tank sites, and install and set-up at the 312th Street Tank Site, all of their equipment and structures at their sole expense. The radio club shall perform this work under a City building permit and the radio club will be responsible for any requirements that the City may impose, such as landscaping.
- 2) The radio club needs only one of the small structures reinstalled at the 312th Street Tank Site, which can be sited near the southeast corner of the property just north of the access gate. This specific location should not interfere with any of the District's plans for the site in the foreseeable future.
- 3) The radio club will be allowed to connect to the District's power service inside the tank site to obtain electricity to operate its equipment. The radio club agrees that it shall consume no more than 45 Kilowatt hours of electrical power per month during the life of the lease. Should the radio club use more than this amount, the parties agree to negotiate a reimbursement to the District of the cost of electrical power. The radio club shall perform this electrical connection work under an electrical permit, the design submittal for which shall first be approved by Lakehaven Utility District.
- 4) The new water telemetry system will use radio communication, rather than the telephone service that exists now at the 312th Street Tank Site. The new telemetry system is not yet operational at this site, but should be soon. If timing works out, the radio club may be able to use the existing telephone service at the site, and simply change the name of the billing entity.
- 5) The radio club, at their sole expense, will install underground conduit and wire for power and telephone service to their structure from the points these two services would be available in or near the tank site. It is preferable that they tap the telephone service outside the District's altitude valve vault, so they have no reason to access the vault.
- 6) The radio club, at their sole expense, will install underground conduit and wire from their structure to the tank's roof for their radio antenna, which will be mounted to the tank's roof. All conduit should be attached to and extend up the existing unistrut brackets that are attached to the tank exterior access ladder that is currently being utilized by both Lakehaven Utility District and AT&T for antenna cable conduit. The attachment systems for the conduit and antenna will be by District-approved methods. The attachment systems for the conduit shall not interfere with the planned seismic upgrade concrete foundation that will soon be under design.
- 7) The radio club would have a fence gate key assigned to them for the 312<sup>th</sup> Street Tank Site, so they can gain access to the site at any time (same key they use for the Tank 2 Site).
- 8) The radio club shall obtain an easement from the affected property owners for the purpose of securing their own ingress and egress to the site and shall abide by the provisions of such easement. The original document shall be recorded under King County and a copy of the recorded document shall be submitted to Lakehaven Utility District. The radio club shall resolve any complaints of the adjacent property owners regarding the radio club's activities.

**LAKEHAVEN UTILITY DISTRICT**

**LEASE AGREEMENT FOR TELECOMMUNICATIONS FACILITIES**

**Exhibit D**

**Operating Conditions**

1. Lessee shall notify the District at least 24-hours prior to entering the site. In emergency situations, the Lessee shall notify the District within 24 hours of entering the site. The appropriate contact is: Water Quality Engineer (currently Stan French) @ (253) 946-5410 or Water Operations Manager (currently Bert Ross) @ (253) 946-5402.
2. Lessee shall maintain, at their own expense, all facilities and improvements installed on District property to the satisfaction of the District. Failure to maintain said facilities will result in termination of this contract unless arrangements are made to pay the District's cost of maintaining the facility.
3. Lessee shall provide a padlock for the gate to the District. Lessee is responsible for ensuring site is secure upon departure. Fencing of said facilities/improvements within the fenced portions of District property is prohibited, unless authorized in writing by the District's representative. Upon inception of the lease, Lessee shall contact the District's Water Quality Engineer (currently Stan French) @ 253-946-5410 to make arrangements for the installation of the padlock.
4. Lessee shall inform the District of any hazardous substance(s) that will be used and/or stored on site along with the appropriate MSDS and spill response plan.