



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

June 27, 2017

Ordinance 18542

Proposed No. 2017-0099.1

Sponsors Dunn

1 AN ORDINANCE authorizing the execution of a new lease
2 to support the operation of the department of natural
3 resources and parks.

4 STATEMENT OF FACTS:

- 5 1. The facilities management division received a request for space on July
6 27, 2015, from the department of natural resources and parks.
- 7 2. The department of natural resources and parks has a continuing need to
8 lease a 3.28 acre parcel, located within the Cougar Mountain Regional
9 Wildland park, from the United States Government, Department of the
10 Army.
- 11 3. The department of natural resources and parks need space for the
12 purpose of passive recreation activities.
- 13 4. The facilities management division determined on July 27, 2015, that
14 there was not an appropriate county-owned option.
- 15 5. The facilities management division determined, through consultation
16 with the department, that leasing was the most cost-effective option for the
17 county.
- 18 6. The facilities management division successfully negotiated a new lease
19 from the United States Government, Department of the Army, located at

20 182xx Southeast Cougar Mountain Drive, Renton, within council district

21 nine.

22 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

23 SECTION 1. The executive is authorized to execute a lease for the property

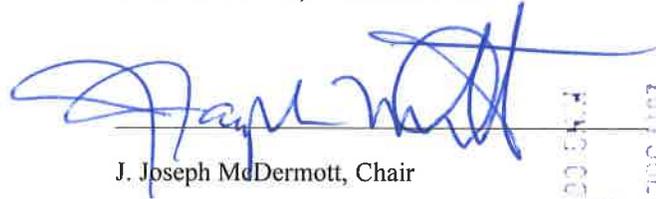
24 located at 182xx Southeast Cougar Mountain Drive, Renton, with the United States

25 Government, Department of the Army, substantially in the form of Attachment A to this
26 ordinance, and to take all actions necessary to implement the terms of the lease.
27

Ordinance 18542 was introduced on 3/20/2017 and passed by the Metropolitan King County Council on 6/26/2017, 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



J. Joseph McDermott, Chair

ATTEST:



Melani Pedroza, Clerk of the Council

RECEIVED
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CLERK
KING COUNTY COUNCIL

APPROVED this 6th day of July, 2017



+ Dow Constantine, County Executive

Attachments: A. Lease Agreement

ATTACHMENT A:
LEASE AGREEMENT

NO. DACW67-1-14-35

**DEPARTMENT OF THE ARMY
LEASE TO NON-STATE GOVERNMENTAL AGENCIES
FOR PUBLIC PARK AND RECREATIONAL PURPOSES
SEATTLE DISTRICT RADIO NETWORK, COUGAR MOUNTAIN
KING COUNTY, WASHINGTON**

THIS LEASE is made on behalf of the United States, between the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and **KING COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON**, hereinafter referred to as the Lessee,

WITNESSETH:

That the Secretary, by authority of Title 16, United States Code, Section 460d, and for the consideration hereinafter set forth, hereby leases to the Lessee, the property identified in **Exhibits A & B**, attached hereto and made a part hereof, hereinafter referred to as the premises, for public park and recreational purposes.

THIS LEASE is granted subject to the following conditions:

1. TERM AND PERMITTED USE

Said premises are hereby leased for a term of ten (10) years, beginning on the date this Lease has been executed by both Lessee and Lessor (the "Commencement Date") and ending on the last day of the calendar month that is one hundred and twenty (120) months after the Commencement Date (the "Expiration Date"), but revocable at will by the Secretary.

Throughout the term of this Lease, Lessee shall be permitted to use the premises for parks and open space purposes, and for any other legally permissible use.

2. CONSIDERATION

The consideration for this lease is the operation and maintenance of the premises by the Lessee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the Lessee, to King County Real Property Division, 830 King County Administration Building, Seattle, Washington 98104-2315, and, if to the United States, to the District Engineer, Seattle District Corps of Engineers, ATTN: Chief, Real Estate Division, Post Office Box 3755, Seattle, Washington 98124-3755, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Non-State Park Lease
28 Oct 1994

Except as otherwise specifically provided, any reference herein to "Secretary of the Army," "District Engineer," "said officer" or "Lessor" shall include their duly authorized representatives. Any reference to "Lessee" shall include sublessees, assignees, transferees, concessionaires, and its duly authorized representatives.

5. DEVELOPMENT PLANS

The Lessee shall be guided by an annual Plan of Operation and Maintenance in furtherance of the Lessee's implementing Plan of Recreation Development and Management (Development Plan) attached as **Exhibit C** which shows the facilities and services necessary to meet the current and potential public demand and the management and development activities to be undertaken by the Lessee and any sublessees. No later than 1 March of each year the Lessee will submit the annual Plan to be mutually agreed on between the Lessee and the District Engineer. Such annual Plan shall include but is not limited to the following:

a. Plans for management, maintenance, and development activities to be undertaken by the Lessee and any sublessees.

b. Report of the management, maintenance and development accomplishments of the Lessee for the preceding year.

c. Report on any significant modification of policies or procedures which are planned for the following year as well as those implemented in the preceding year.

d. Minor modifications to the Development Plan. Major modifications are to be accomplished by amendment to the Plan before proceeding to implement any changes in the development or management of the leased premises.

e. Budget of the Lessee for carrying out all activities for the upcoming year.

f. Personnel to be used in the management of the leased premises.

6. STRUCTURES AND EQUIPMENT

The Lessee shall have the right, during the term of the lease, to erect such structures and to provide such equipment upon the premises as may be necessary to furnish the facilities and services authorized. Those structures and equipment shall be and remain the property of the Lessee, except as otherwise provided in the Condition on **RESTORATION**. However, no structures may be erected or altered upon the premises unless and until the type of use, design, and proposed location or alteration thereof shall have been approved in writing by the District Engineer. The District Engineer may require the Lessee, upon the completion of each of the proposed developments to furnish complete "as built" construction plans for all facilities.

7. APPLICABLE LAWS AND REGULATIONS

The Lessee shall comply with all applicable federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business.

The Lessee shall make and enforce such regulations as are necessary and within its legal authority in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with the provisions of 16 U.S.C. 460d.

8. CONDITION OF PREMISES

The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever, other than those contained in Section 27, and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

9. FACILITIES AND SERVICES

The Lessee shall provide the facilities and services as agreed upon in the Development Plan referred to in the Condition on **DEVELOPMENT PLANS** either directly or through subleases or concession agreements that have been reviewed and accepted by the District Engineer. These subleases or agreements shall state: (1) that they are granted subject to the provisions of this lease; and (2) that the agreement will not be effective until the third party activities have been approved by the District Engineer. The Lessee will not allow any third party activities with a rental to the Lessee or prices to the public which would give the third party an undue economic advantage or circumvent the intent of the Development Plan. The rates and prices charged by the Lessee or its sub-lessees or concessionaires shall be reasonable and comparable to rates charged for similar goods and services by others in the area. The use of sub-lessees and concessionaires will not relieve the Lessee from the primary responsibility for ensuring compliance with all of the terms and conditions of this lease.

10. TRANSFERS, ASSIGNMENTS, AND SUBLEASES

a. Without prior written approval of the District Engineer, which shall not be unreasonably withheld, conditioned, or delayed, the Lessee shall neither transfer nor assign this lease nor sublet the premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this lease.

b. The Lessee will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the premises. The Lessee will not subdivide nor develop the premises into private residential development.

11. FEES

Not-Applicable.

12. ACCOUNTS, RECORDS, AND RECEIPTS

All monies received by the Lessee from operations conducted on the premises, including, but not limited to, entrance, admission and user fees and rental or other consideration received from its concessionaires, may be utilized by the Lessee for the administration, maintenance, operation and development of the premises. Beginning 5 years from the date of this lease and continuing at 5-year intervals, any such monies not so utilized or programmed for utilization within a reasonable time shall be paid to the District Engineer. The Lessee shall

establish and maintain accurate records and accounts and provide an annual statement of receipts and expenditures to the District Engineer. Annual or weekly entrance fees not collected on the Project, which also are honored at other recreational areas operated by the Lessee, are excluded from this requirement. The District Engineer shall have the right to perform audits or to require the Lessee to audit the records and accounts of the Lessee, third party concessionaires and sub-lessees, in accordance with auditing standards and procedures promulgated by the American Institute of Certified Public Accountants or by the state, and furnish the District Engineer with the results of such an audit. This Section 12 is not applicable because no fees or monies will be received from Lessee's operations.

13. PROTECTION OF PROPERTY

The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to the satisfaction of the District Engineer, or, at the election of the District Engineer, reimbursement may be made therefor by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the District Engineer.

14. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with Government purposes; to make inspections; to remove timber or other material, except property of the Lessee; to flood the premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

15. LIGHTS, SIGNALS, AND NAVIGATION

There shall be no unreasonable interference with navigation by the exercise of the privileges granted by this lease. If the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the Coast Guard or by the District Engineer shall be installed and maintained by and at the expense of the Lessee. This Section 15 is not applicable due to the location of the premises.

16. INSURANCE

a. At the commencement of this lease, the Lessee, unless self-insured, and its sub-lessees and concessionaires at the commencement of operating under the terms of this lease as third parties, shall obtain from a reputable insurance company or companies contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable, and consistent with sound business practices or a minimum Combined Single Limit of \$1,000,000.00, whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the Lessee, sub-lessees, and concessionaires under the terms of this lease. The

Lessee shall require its insurance company to furnish to the District Engineer a copy of the policy or policies, or, if acceptable, to the District Engineer, certificates of insurance evidencing the purchase of such insurance. The District Engineer shall have the right to review and revise the amount of minimum liability insurance required.

b. The insurance policy or policies shall specifically provide protection appropriate for the types of facilities, services, and products involved; and shall provide that the District Engineer be given thirty (30) days' notice of any cancellation or change in such insurance.

c. In the event the Lessee is self-insured, the Lessee shall certify such self-insurance in writing in the minimum amount specified above to the District Engineer. The Lessee's insurance status shall not eliminate the requirement for its sub-lessees and concessionaires to have insurance from a reputable insurance carrier as set out above.

d. The District Engineer may require closure of any or all of the premises during any period for which the Lessee and/or its sub-lessees and concessionaires do not have the required insurance coverage.

17. RESTORATION

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

18. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap, or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural And Transportation Barriers Compliance Board.

b. The Lessee, by acceptance of this lease, is receiving a type of federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directives 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sub-lessees, and assignees.

c. Lessor 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. Lessor 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 Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the Lease and may result in ineligibility for further agreements with King County. Notwithstanding anything to the contrary, Lessee shall be entitled to terminate this Lease effective upon written notice to Landlord in the event that Landlord violates the requirements of this Section 18.c. Notwithstanding the requirements created by this Section 18.c., the Lessor shall not be considered to have waived its sovereign immunity, as provided for under federal law, with respect to the obligations created by this paragraph.

19. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the District Engineer, interfere with developments, present or proposed, by the Lessee. The Lessee will not close any established access routes without written permission of the District Engineer.

20. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM), which has responsibility for mineral development on federal lands. The Secretary will provide lease stipulations to BLM for inclusion in such mineral leases that are designed to protect the premises from activities that would interfere with the Lessee's operations or would be contrary to local laws.

21. COMPLIANCE, CLOSURE, REVOCATION, AND RELINQUISHMENT

a. The Lessee and/or any sub-lessees or licensees are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by the District Engineer. This lease may be revoked in the event that the Lessee violates any of the terms and conditions and continues and persists in such non-compliance, or fails to obtain correction of deficiencies by sub-lessees or licensees. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Future requests by the Lessee to extend the lease, expand the premises, modify authorized activities, or assign the lease shall take into consideration the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by the Lessee by giving one (1) year prior written notice to the District Engineer in the manner prescribed in the Condition on **NOTICES**.

22. HEALTH AND SAFETY

a. The Lessee shall keep the premises in good order and in a clean, sanitary, and safe condition and shall have the primary responsibility for ensuring that any sub-lessees and concessionaires operate and maintain the premises in such a manner.

b. In addition to the rights of revocation for non-compliance, the District Engineer, upon discovery of any hazardous conditions on the premises that presents an immediate threat to health and/or danger to life or property, will so notify the Lessee and will require that the affected part or all of the premises be closed to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected within the time specified, the District Engineer will have the option to: (1) correct the hazardous conditions and collect the cost of repairs from the Lessee; or, (2) revoke the lease. The Lessee and its assignees or sub-lessees shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition.

23. PUBLIC USE

No attempt shall be made by the Lessee, or any of its sub-lessees or concessionaires, to forbid the full use by the public of the premises and of the water areas of the project, subject, however, to the authority and responsibility of the Lessee to manage the premises and provide safety and security to the visiting public.

24. PROHIBITED USES

a. The Lessee shall not permit gambling on the premises or install or operate, or permit to be installed or operated thereon, any device which is illegal, or use the premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the premises any activity which would constitute a nuisance.

b. As an exception, some games of chance, such as raffles, games and sporting events, may be conducted by nonprofit organizations under special use permits issued in conjunction with special events, if permissible by state and local law. Any request to conduct such activities must be submitted in writing to the District Engineer.

c. In accordance with state and local laws and regulations, the Lessee may sell, store, or dispense, or permit the sale, storage, or dispensing of beer, malt beverages, light wines or other intoxicating beverages on the premises in those facilities where such service is customarily found. Bar facilities will only be permitted if offered in connection with other approved activities. Advertising of such beverages outside of buildings is not permitted. Carry out package sales of hard liquor is prohibited.

25. NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises, except as may be authorized under and pursuant to the Development Plan described in the Condition on **DEVELOPMENT PLANS** herein. The Lessee may salvage fallen or dead timber; however, no commercial use shall be made of such timber. Except for timber salvaged by the Lessee when in the way of construction of improvements or other facilities, all sales of forest products will be conducted by the United States and the proceeds therefrom shall not be available to the Lessee under the provisions of this lease.

26. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim," as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to that lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph c.(2) below.

c. (1) A claim by the Lessee shall be made in writing and submitted to the District Engineer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the District Engineer.

(2) For Lessee claims exceeding \$100,000, the Lessee shall submit with the claim a certification that:

- (i) The claim is made in good faith;
- (ii) Supporting data are accurate and complete to the best to the Lessee's knowledge and belief; and
- (iii) The amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

(3) If the Lessee is an individual, the certificate shall be executed by that individual. If the Lessee is not an individual, the certification shall be executed by:

- (i) A senior company official in charge at the Lessee's location involved;
- or
- (ii) An officer or general partner of the Lessee having overall responsibility of the conduct of the Lessee's affairs.

d. For Lessee claims of \$100,000 or less, the District Engineer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified

claims over \$100,000, the District Engineer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The District Engineer's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the Lessee is submitted to the District Engineer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the District Engineer received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury, as provided in the Act, which is applicable to the period during which the District Engineer receives the claim, and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

h. The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, appeal, or action arising under the lease, and comply with any decision of the District Engineer.

27. ENVIRONMENTAL PROTECTION

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

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

c. The Lessee must obtain approval in writing from the District Engineer before any pesticides or herbicides are applied to the premises.

d. To the best of Lessor's knowledge, there is no Hazardous Material located, on, in, or under the premises as of the Commencement Date of this lease. Should Hazardous Material be discovered, the Lessor's legal obligations shall be determined in accordance with Environmental Laws.

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

28. PRELIMINARY ASSESSMENT SCREENING

A Preliminary Assessment Screening (PAS) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon is attached hereto and made a part hereof as Exhibit "D". Upon expiration, revocation or termination of this lease, another PAS shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the District Engineer in determining any environmental restoration requirements. Any such requirements will be completed by the lessee in accordance with the condition on **RESTORATION.**

29. HISTORIC PRESERVATION

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

30. SOIL AND WATER CONSERVATION

The Lessee shall maintain in a manner satisfactory to the District Engineer, all soil and water conservation structures that may be in existence upon said premises at the beginning of, or that may be constructed by the Lessee during the term of, this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the premises. Any soil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the District Engineer.

31. TRANSIENT USE

a. Camping, including transient trailers or recreational vehicles, at one or more campsites for a period longer than thirty (30) days during any sixty (60) consecutive day period is prohibited. The Lessee will maintain a ledger and reservation system for the use of any such campsites.

b. Occupying any lands, buildings, vessels or other facilities within the premises for the purpose of maintaining a full- or part-time residence is prohibited, except for employees residing on the premises for security purposes, if authorized by the District Engineer.

32. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease

without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

33. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if the lease be for the general benefit of such corporation or company.

34. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative; and this provision shall apply to this clause as well as all other conditions of this lease.

35. DISCLAIMER

This lease is effective only insofar as the rights of the United States in the premises are concerned; and the Lessee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this lease does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. 403), or Section 404 of the Clean Water Act (33 U.S.C. 1344).

36. EXECUTIVE ORDER 13658 DETERMINATION

It has been determined this Lease is not subject to Executive Order 13658 or the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this Lease, that an erroneous determination regarding the applicability of Executive Order 13658 was made, the Lessee, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, to and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination.

IN WITNESS WHEREOF I have hereunto set my hand by authority/direction of the Secretary of the Army this _____ day of _____, 20_____.

PATRICIA FATHERREE
Chief, Realty Operations Branch
Real Estate Contracting Officer
Seattle District, Corps of Engineers

THIS LEASE is also executed by the Lessee

this _____ day of _____, 20_____.

**KING COUNTY
STATE OF WASHINGTON

KING COUNTY PARKS DIVISION**

BY: _____

(Print or Type Name)

KING COUNTY, WASHINGTON

BY: _____

(Print or Type Name)

APPROVED AS TO FORM

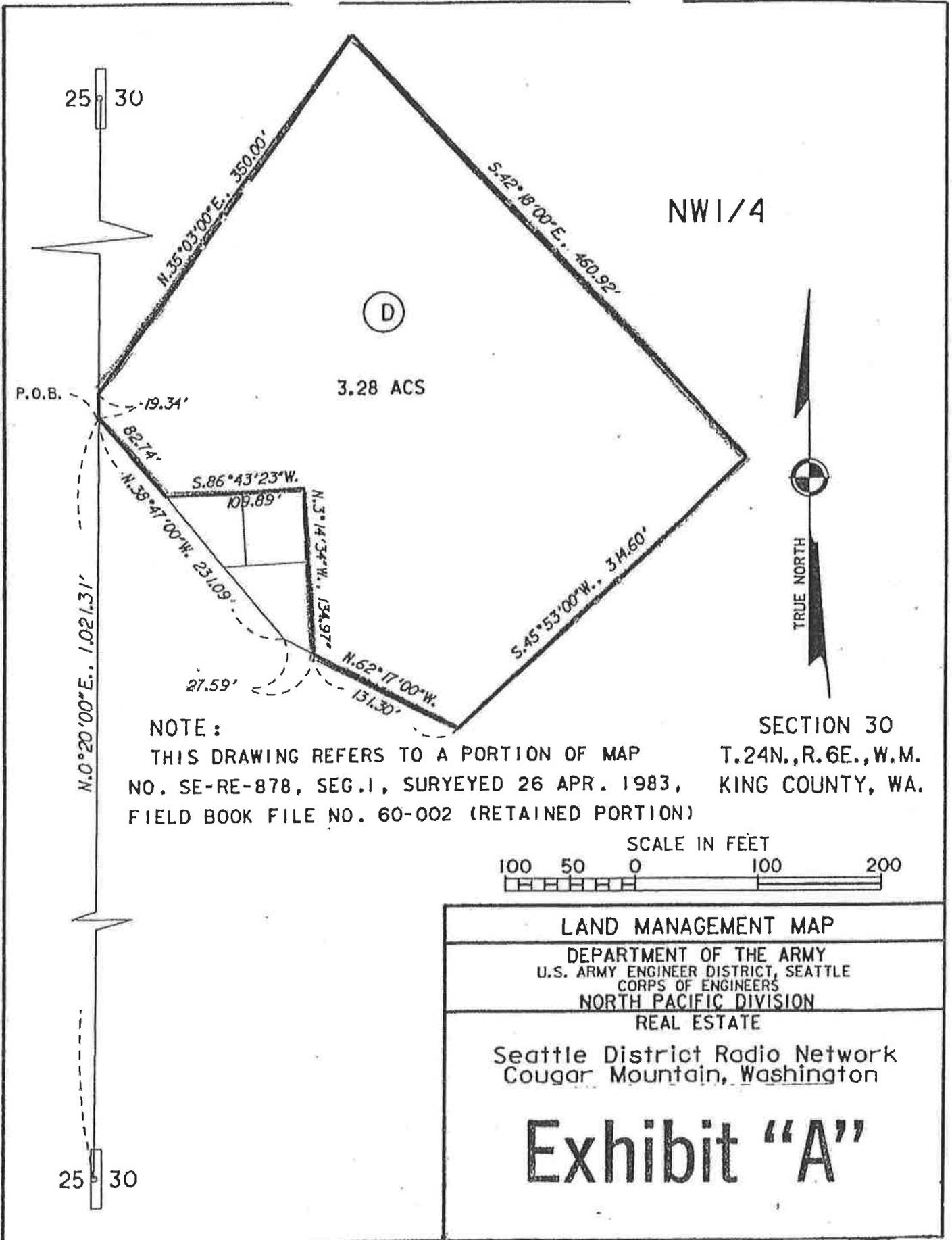
BY: _____

Senior Deputy Prosecuting Attorney
(Print or Type Name)

DATE: _____

PUBLIC PARK LEASE TO
POLITICAL SUBDIVISIONS OF STATES

1. TERM
2. CONSIDERATION
3. NOTICES
4. AUTHORIZED REPRESENTATIVES
5. DEVELOPMENT PLANS
6. STRUCTURES AND EQUIPMENT
7. APPLICABLE LAWS AND REGULATIONS
8. CONDITION OF PREMISES
9. FACILITIES AND SERVICES
10. TRANSFERS, ASSIGNMENTS, SUBLEASES
11. FEES
12. ACCOUNTS, RECORDS AND RECEIPTS
13. PROTECTION OF PROPERTY
14. RIGHT TO ENTER AND FLOOD
15. LIGHTS, SIGNALS AND NAVIGATION
16. INSURANCE
17. RESTORATION
18. NON-DISCRIMINATION
19. SUBJECT TO EASEMENTS
20. SUBJECT TO MINERAL INTERESTS
21. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT
22. HEALTH AND SAFETY
23. PUBLIC USE
24. PROHIBITED USES
25. NATURAL RESOURCES
26. DISPUTES CLAUSE
27. ENVIRONMENTAL PROTECTION
28. PRELIMINARY ASSESSMENT SCREENING
29. HISTORIC PRESERVATION
30. SOIL AND WATER CONSERVATION
31. TRANSIENT USE
32. COVENANT AGAINST CONTINGENT FEES
33. OFFICIALS NOT TO BENEFIT
34. MODIFICATIONS
35. DISCLAIMER
36. EXECUTIVE ORDER 13658 DETERMINATION



SEATTLE DISTRICT RADIO NETWORK
Cougar Mountain, Washington

Portion of Tract D
(3.28 acres \pm)

LEGAL DESCRIPTION

A parcel of land located in the northwest quarter (NW 1/4) of Section 30, Township 24 North, Range 6 East, Willamette Meridian, King County, Washington, and described as follows:

Commencing at the west quarter corner of said Section 30; thence north $0^{\circ}20'00''$ east along the west section line of said Section, a distance of 1,021.31 feet; to the POINT OF BEGINNING; thence continuing north $0^{\circ}20'00''$ east, a distance of 19.34 feet; thence north $35^{\circ}03'00''$ east, a distance of 350.00 feet; thence south $42^{\circ}18'00''$ east, a distance of 460.92 feet; thence south $45^{\circ}53'00''$ west, a distance of 314.60 feet; thence north $62^{\circ}17'00''$ west, a distance of 131.30 feet; thence north $3^{\circ}14'34''$ west, a distance of 134.97 feet; thence south $86^{\circ}43'23''$ west, a distance of 109.89 feet; thence north $38^{\circ}47'00''$ west, a distance of 82.74 feet to the POINT OF BEGINNING.

Contains 3.28 acres, more or less.

This description is not intended to depict an actual survey.

Written by: DS 17 Jun 91
Checked by: EHL 17 Jun 91
No.: 405
Prfd by: DS 17 Jun 91

Exhibit "B"

exhibit C**King County**

Department of Natural Resources and Parks
Division of Parks and Recreation
Property Management
King Street Center Building
KSC-NR-0700
201 South Jackson Street
Seattle, WA 98104-3855
206-477-4571
Fax 206-263-6217

April 4, 2016

COUGAR MOUNTAIN
Army Lease Area Annual Maintenance Plan

Overview

The 3.2 acres of leased area is maintained in a manner comparable to the rest of Cougar Mountain Regional Wildland Park. This means keeping the area safe for use by the public for activities such as hiking, birdwatching, nature photography and other passive recreation activities.

Tasks

In order to accomplish these objectives, maintenance staff perform the following tasks within the leased area:

- Natural Area Trail Maintenance
- Litter and Garbage Pickup
- Drainage Maintenance and Repair
- Road Repair and Maintenance
- Hazardous Tree Inspection
- Public and Complaint Resolution
- Park Inspection

These tasks are performed as-needed to address normal Park-related wear and tear as well as any emerging public safety issues. Major issues are reported to the Lessor.

Frequency

Frequency is somewhat dependent on the seasonal demands; warm weather attracts more park users and their litter, while colder, wetter weather can create drainage and road maintenance issues.

Robert Nunnenkamp
Property Agent

18542

SEATTLE DISTRICT
CORPS OF ENGINEERS
REAL ESTATE DIVISION
PROPERTY INSPECTION CHECK LIST
FOR
PRELIMINARY ASSESSMENT SCREENING

Project Name: Seattle District Radio Network, Cougar Mt., WA

Proposed Realty Action: To renew or issue new license to King County (permit No. DACW67-1-84-9). This permit will allow King County the use of 3.39 acres of Corps property for parks and recreation purposes.

Applicant Name: King County

Legal Description: East half of Section 30, T. 24 N., R. 6 E., W.M. (King County)

Government Tract No.: D Estimated Acreage: 3.46 acres
Property Use (Check all that apply):

Residential Industrial Mixed
 Agricultural Commercial Other: Communications
site

Adjacent Property Use:

North Forested

South Forested

East Forested

West Forested

Site Ownership History:

Current Owner: United States Corps of Engineers

Previous Owner(s): U.S. Department of Defense

Primary Use(s): Communication site

Features/Comments: There is currently a radio tower and a building which is maintained by the Corps of Engineers (Corps).

Source of Ownership Data: Realestate files (Corps of Engineers)

Number and Type of Buildings or Other Structures on Property: There is currently one building being used, which is the Corps of Engineers building.

Exhibit "D"

LEASE NO. DACW67-1-94-41

Are there any circumstances associated with the site's or adjacent site's history that may indicate a potential for hazardous substance contamination? Consider such factors as: (1) was the site used for industrial, manufacturing, refining or processing purposes; (2) regulatory history as revealed by citation from local, state or federal agencies; (3) any reported accidents or chemical spills; (4) proximity of closest National Priorities List (Superfund) clean up site; and (5) proximity of closest Washington State Model Toxics Control Act Site.

Yes X No _____

If yes, describe: Cougar Mountain was a Defense Area Nike Missile Battery 20 site.

Site Inspection

I. Environmental Conditions Observed:

	<u>NO</u>	<u>YES</u>	
a.	<u>X</u>	_____	Suspicious/Unusual Odors
b.	<u>X</u>	_____	Discolored Soil or Waste
c.	<u>X</u>	_____	Discolored Water
d.	<u>X</u>	_____	Distressed/Dead/Unusual/Lack of - Vegetation
e.	<u>X</u>	_____	Abnormal Mounding
f.	<u>X</u>	_____	Area(s) of Ground Depression
g.	_____	_____	
Other: _____			

II. Other Observed Features:

	<u>NO</u>	<u>YES</u>	
a.	<u>X</u>	_____	Suspected Asbestos
b.	_____	<u>X</u>	<u>Above Ground</u> or Underground Storage Tanks (one Propane tank)
c.	<u>X</u>	_____	Landfills
d.	<u>X</u>	_____	Surface Impoundments
e.	<u>X</u>	_____	Underground Injection Wells
f.	<u>X</u>	_____	Drums/Containers/Hazardous Material
Storage Areas			
g.	<u>X</u>	_____	Lagoons (Waste Water or Hazardous Waste)
h.	<u>X</u>	_____	Incinerator
i.	<u>X</u>	_____	Waste Piles/Disposal Sites/ Pools of Liquid
j.	<u>X</u>	_____	Oil-filled Electrical Equipment/Transformers
k.	<u>X</u>	_____	Standpipes, Vent Pipes, etc., in the Ground
l.	<u>X</u>	_____	Ordnance
m.	<u>X</u>	_____	Industrial/Commercial Facilities
n.	<u>X</u>	_____	Waste Water Treatment Plant

III. Previous Contamination Found:

- Petroleum Products
- Degreasers/Solvents
- Pesticides
- Herbicides
- Radioactivity
- Heavy Metals
- Organic Chemicals
- Ammunition
- Underground Storage Tanks
- None
- Other:

Explanation and Date of Remedial Action Taken: Five underground tanks were removed from the general area (two in 1992 and three in 1991).

Has an EA or EIS Been Performed/Prepared?

YES NO

Reconnaissance Sources

Site Visit: No site visit was performed.

Internal District Records

<u>NO</u>	<u>YES</u>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Permits
<input checked="" type="checkbox"/>	<input type="checkbox"/>	b. Contracts
<input type="checkbox"/>	<input checked="" type="checkbox"/>	c. Leases
<input checked="" type="checkbox"/>	<input type="checkbox"/>	d. Easements
<input checked="" type="checkbox"/>	<input type="checkbox"/>	e. Deeds
<input checked="" type="checkbox"/>	<input type="checkbox"/>	f. Licenses
<input type="checkbox"/>	<input checked="" type="checkbox"/>	g. Other: <u>Environmental</u>

Assessments, Reports, and the Final Independent Remedial Action Report, for Petroleum Contaminated Soils Cougar Mountain Former Nike Site
Closure Site Assessment

Maps: See real estate files.

Other Information

Note: - Discuss Relevant Former Uses on Exhibit "B".

Summary and Recommendations: Based on a review of the district records and an interview conducted with a corps employee knowledgeable about the site the Corps has determined, in accordance with regulations in 40 CFR 373, there is no evidence of contamination on the site.

The underground storage tank, associated piping and contaminated soils have been removed from the area and from the neighboring areas. The Department of Ecology's closure report is being prepared by the Seattle District.

There were four UST removed from the neighboring property under the FUDS program. Current uses of the adjacent property does not indicate the use of any hazardous substance or for the potential release of hazardous substances to the Corps' site.

Finally, the proposed use of the Corps property is unlikely to cause any environmental damage or significant disturbance to the Corps' site. Therefore, the finding of the PAS is that the proposed realty action may be completed without further consideration for hazardous substances.

Prepared by:

David van Rijn
print

3/13/96
Date

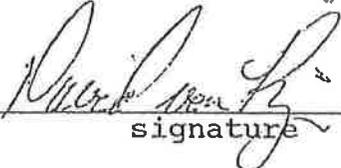

signature

EXHIBIT "A"

FURTHER EXPLANATIONS FOR ITEMS I AND II

Information was obtained from Mahlan Good, at the U.S. Army Corps of Engineers. The above ground storage tank is a propane tank used by the Department of Transportation for their generator. There is an underground power line to the Corps building.

EXHIBIT "B"

DISCUSSION OF RELEVANT FORMER USES

The site information was obtained from Mahlan Good, Mike Bilodeau, and Jonathan Maas at the U.S. Army Corps of Engineers, "Environmental Assessment," written by the U.S. Army Corps of Engineers, "Closure Site Assessment Reports for Naselle Air Force Station, United State Geological Survey, Redmond Nike 13/14 Sites, and Cougar Mountain Nike Sites" and "Final Independent Remedial Action Report for Petroleum Contaminated Soils Cougar Mountain Former Nike Site."

In the past the Cougar Mountain Radio Network site was the Intergrated Fire Control (IFC) Area for a Nike missile launch site. Nike sites typically consisted of two separate and distinct oprating units. These included the Launch Area and the IFC Area. The IFC area consisted mainly of administrative and housing facilities. The Launch Area included a launch field with two subterranean missile storage magazines; various missile assembly, arming, fueling and maintenance structures; and administration and personnel support facilities. The launch area for Cougar Mountain is approximately 2 miles away.

The battery was operational from 1955 until the early 1960's; the launch area and IFC area was conveyed to King County in 1967-68. Approximately 3.5 acres of land, from the IFC area, was retained and is used as a communication site.

In 1991 the Washington Department of Transportation obtained realty rights to modify the Corps communication facility and to construct a new radio tower.

Of the original buildings, at the IFC area, only the mess hall received some post-DOD usage. Structurally, the IFC area is in very poor condition; buildings have been vandalized and burned. Debris is strewn about the area.

The "Closure Site Assessment Reports for Naselle Air Force Station, United State Geological Survey, Redmond Nike 13/14 Sites, and Cougar Mountain Nike Sites" indicates that the UST and the contaminated soils were removed from the site and that no further cleanup is recommended.