



WOLF CREEK - SEATTLE R.R.R.
Livingston Mountain

FORM RES 20-2004 (1-84)

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BRIAN J. BOYLE, Commissioner of Public Lands
Olympia, Washington 98504

NOTE CAREFULLY

The Commissioner of Public Lands will not approve or enter any assignment unless the lease or contract is in good standing. The original lease or contract must be submitted along with three (3) copies of this assignment form and a \$25.00 fee.

EASEMENT ASSIGNMENT

Hereinafter named assignor _____ hereby assigns all of its right, title, and interest in and to Easement No. F-3930 issued by the State of Washington on April 16, 1957, and subsequent first supplement dated November 23, 1981

unto: AT&T Communications of the Pacific Northwest, Inc.

whose address is: 795 Folsom Street, Room 380, Right of Way Group
(P.O. Box - Route - Street)

San Francisco, California 94107, and said assignee _____ hereby binds and obligates himself (or themselves) to perform all the conditions and covenants of said easement.
(City) (State) (Zip Code)

Dated this 29th day of MAY,
A.D. 19 84.

Assignment Approved:

Pacific Northwest Bell Telephone Company

Date April 22, 1985

[Signature]
Assistant Vice President-Support Svcs/Assignor

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Assignor

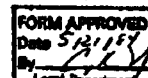
By [Signature]
BRIAN J. BOYLE
Commissioner of Public Lands

[Signature]
Assignee

Assignee

The Assignor's signature must be notarized. Use appropriate form on reverse side.

Assignee's signature, other than corporation, does not need to be notarized. If Assignee is a corporation, complete appropriate Certificate of Acknowledgment on reverse side.



Livingston Mtn.



89540
Livingston Mtn

WASHINGTON
Bill of Sale and General Assignment and Assumption Agreement

COA

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of May 31, 2000, by and between **AT&T CORP.**, a New York corporation, (for itself and on behalf of any Subsidiary,¹) and **AT&T COMMUNICATIONS OF THE PACIFIC NORTHWEST, INC.**, a Washington corporation (collectively, "Seller"), having an address at 295 North Maple Avenue, Basking Ridge, New Jersey 07920-1002 and **AMERICAN TOWER MANAGEMENT, INC.**, a Delaware corporation ("Buyer"), having an address at 116 Huntington Avenue, Boston, Massachusetts 02116, is being delivered pursuant to Section 2.6 of the Purchase and Sale Agreement (the "Purchase and Sale Agreement"), dated as of September 10, 1999, between AT&T Corp. and American Tower Corporation.

RECITALS

A. Pursuant to the Purchase and Sale Agreement, the Seller has agreed to sell to Buyer the Sites identified on Exhibit "A" hereto in exchange for the payment of the Applicable Purchase Price;

B. Pursuant to the Purchase and Sale Agreement, the Buyer has agreed to assume the Assumed Liabilities; and

C. The execution and delivery of this Agreement by Buyer and Seller, respectively, is a condition to the obligations of the other party to consummate the transactions contemplated by the Purchase and Sale Agreement with respect to the Sites identified on Exhibit "A" hereto.

NOW, THEREFORE, in consideration of the sale and assignment of the Sites identified on Exhibit A hereto, the assumption of the Assumed Liabilities (by Buyer) and the payment of the Applicable Purchase Price and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

SECTION 1. Assignment of the Assets. Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, with effect as of the date hereof, all of Seller's right, title and interest in, to and under the Sites identified on Exhibit "A" hereto, including, without limitation, all of Seller's right, title and interest in, to and under each of the assets identified on Exhibit "B" attached hereto, subject to the provisions of Section 2.4 of the Purchase and Sale Agreement and excluding from the sale, conveyance, assignment and transfer effected hereby: (i) the Excluded Assets (it being agreed and acknowledged that no interest in the Excluded Assets is sold, conveyed, assigned or transferred hereby); and (ii) any right, title, interest in and to the Owned Land or the Leased/Licensed Land expressly reserved to the Seller in Deeds and assignment and assumption of lease agreements delivered to Buyer contemporaneously herewith.

¹ In this context, "Subsidiary" shall mean any individual, corporation, limited liability company, partnership, association, trust, or any other entity or organization, more than 50% of whose outstanding voting securities or other equity interests are directly or indirectly owned by AT&T Corp.

SECTION 2. Assumption of Liabilities. Subject to Section 3 below, Buyer hereby, with effect as of the date hereof, assumes and agrees to pay, perform and discharge each Lease/License, User Lease (or in the case of User Leases bifurcated pursuant to Section 6.16 of the Purchase and Sale Agreement, the lease under which Buyer is landlord) and Related Contract related to the Sites listed on Exhibit "A" hereto (including, without limitation, each User Lease and Related Contract related to the Sites and identified on the attached Exhibit "B"), and to assume all Assumed Liabilities relating to, or arising in connection with the operation, ownership, use or occupancy of, such Sites; provided, however, the foregoing provision is not intended to address or affect the SNFA Agreements which are transferred as provided in a separate agreement delivered to Buyer contemporaneously herewith.

SECTION 3. Excluded Liabilities. The parties hereby agree that Buyer does not hereby, and shall not otherwise, assume any of the Excluded Liabilities.

SECTION 4. Defined Terms. All defined terms used but not defined herein shall have their respective meanings set forth in the Purchase and Sale Agreement.

SECTION 5. Assignment: Third Parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no party hereto will assign its rights or delegate its obligations under this Agreement without the express prior written consent of each other party hereto. Nothing expressed or implied in this Agreement is intended to confer upon any person, other than Buyer and Seller, and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

SECTION 6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the choice of law principles thereof.

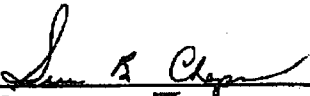


SECTION 7. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. Copies of executed counterparts transmitted by facsimile or other electronic transmission service shall be considered original executed counterparts for purposes of this Section, provided receipt of copies of such counterparts is confirmed.

SECTION 8. Conflicts. The agreements, covenants and terms contained herein are subject to the terms and provisions of, and the rights and obligations of the parties under, the Purchase and Sale Agreement. In the event of a conflict between this Agreement and the Purchase and Sale Agreement, the parties agree that the Purchase and Sale Agreement shall control.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.


"BUYER"

**AMERICAN TOWER MANAGEMENT,
INC., a Delaware Corporation**

By: 
Name:  Sus B. Chapman
Title:  Asst. Secretary

"SELLER"

AT&T CORP., a New York corporation

By: 
Richard S. Adler, Manager, AT&T Corp.,
Global Real Estate

**AT&T COMMUNICATIONS OF THE
PACIFIC NORTHWEST, INC., a
Washington corporation**

By: 
Richard S. Adler, Manager, AT&T Corp.,
Global Real Estate

EXHIBIT A

SITE NAME: LIVINGSTON MTN., WA

GLC: WAK032

LINE NO.: C271

Use of a parcel of land situated in those portions of Government Lot 1 and the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 7, Township 2 North, Range 4 East, Willamette Meridian, Clark County, Washington, pursuant to the terms and conditions in that certain Easement No. F-3930, dated as of April 16, 1957, by and between the State of Washington, Department of Natural Resources, Grantor, and the Pacific Telephone and Telegraph Company; Grantee, as assigned to AT&T Communications of the Pacific Northwest, Inc., by Pacific Northwest Bell Telephone Company and the State of Washington, Department of Natural Resources, by Easement Assignment dated April 22, 1985.

G221832

DEPARTMENT OF NATURAL RESOURCES
Office of the Commissioner

In re Application No. F-3930 by the
Pacific Telephone and Telegraph Com-
pany for Right of Way for Maintenance
Site, Microwave Radio Beam Paths,
Access Roads and Pole Line over State
Forest Board Lands in Clark County

ORDER

April 16, 1937

It appearing to the Commissioner at this time that Application No. F-3930 has been filed in this office by the Pacific Telephone and Telegraph Company for an easement for a right of way for a maintenance site, microwave radio beam paths, access roads and pole line over government lot 1 and the NE $\frac{1}{4}$ of section 7, township 2 north, range 4 east, W.M., in Clark County; and

It further appearing that the applicant is a public company proposing to construct over said lands a maintenance site, microwave radio beam paths, access roads and pole line; that the right of way so applied for is limited to an amount necessary for the purposes required, together with sufficient land on either side thereof for ingress and egress to maintain and repair the same; and

It further appearing that the total value of the land and timber included in the said right of way is \$5,000.00; and the Commissioner being fully advised, it is therefore

ORDERED and DETERMINED that the full value of the land and timber included in Application No. F-3930 be and the same is hereby fixed at \$5,000.00; that the total amount, together with the statutory fee, has been paid; and the right, power, privilege and authority to construct, operate, and maintain a maintenance site, microwave radio beam paths, access roads and pole line upon and over the lands hereinafter described may be exercised in accordance with the statutes, the lands included within the right of way being more particularly described as follows:

These portions of government lot 1 and the NE $\frac{1}{4}$, section 7, township 2 north, range 4 east, W.M., included within the limits of the following described tracts:

Beginning at a point in said government lot 1 which is South 100.78 feet and East 1177.99 feet from the northeast corner thereof, and running thence S 89° 46' 13" E 400 feet, S 0° 11' 27" W 400 feet, N 89° 46' 13" W 400 feet and thence N 0° 11' 27" E 400 feet to the point of beginning, containing an area of 3.67 acres; also

A strip of land 200 feet in width and having 100 feet of such width on each side of the following described line; Beginning at a point on the west line of said section 7 which is South 1248 feet from the northwest corner thereof and running thence N 54° 06' E 1700 feet and thence N 40° 12' W 323 feet to a point on the north line of said section 7 which is S 89° 48' E 1168 feet from the northwest corner thereof containing an area of 7.3 acres; also

A strip of land 200 feet in width and having 100 feet of such width on each side of the following described line; Beginning at a point on the south line of said NE1/4, which is East 1267 feet from the southwest corner of said government lot 1 and running thence N 6° 03' E 1079 feet and thence N 88° 34' 33" E 1080 feet to a point on the east line of said NE1/4, which is south 125 feet from the northeast corner thereof, containing an area of 7.7 acres; also

That portion of said government lot 1 included within the limits of two strips of land, each 20 feet in width and having 10 feet of such width on each side of the following described line;

Beginning at a point on the west line of said government lot 1 which is South 820 feet from the northwest corner thereof, and running thence N 26° 37' 27" E 327.21 feet, thence on a 29° curve to the right 134.77 feet; thence N 65° 43' 27" E 10.26 feet, thence on a 7° curve to the left 189.76 feet, thence N 32° 33' 27" E 84.16 feet; thence on a 36° curve to the right 114.36 feet, thence S 88° 24' 33" E 39.13 feet; thence on a 31° curve to the right 109.84 feet, thence S 52° 20' 33" E 47.98 feet, thence on a 7° curve to the left 105.71 feet, thence S 39° 44' 33" E 80.81 feet, thence on a 27° curve to the left 171.45 feet and thence N 73° 55' 27" E 91.84 feet to a point on the west line of the first described tract which is S 0° 11' 27" W 415.33 feet from a point which is East 1177.99 feet from the northwest corner of said section 7, containing an area of 0.7 acres; also

Beginning at a point on the west line of said government lot 1, which is South 840.73 feet from the northwest corner thereof and running thence N 40° 59' E 729.81 feet, S 71° 20' E 600 feet and thence N 76° 04' E 136.18 feet to a point on the west line of the first described tract, which is N 0° 11' 27" E 55.85 feet from the southwest corner of said tract and having an area of 0.57 acres;

The above described tracts have a total area of 20.04 acres according to the plats thereof on file in the office of the Commissioner of Public Lands at Olympia, Washington; and

- SUBJECT, however, to the following stipulations:
1. The operation and use of a microwave station shall not impair the operation and use of any radio facilities of the State of Washington, Department of Natural Resources should such facilities become necessary.
 2. The applicant shall not have the right to add additional radio receiving and transmitting facilities, other than microwave, at this site without the written consent of the Board of Natural Resources.
 3. The applicant shall not have the right to assign, lease, or sub-lease any facilities or portions thereof which may become available by construction of the applicant except with the written consent of the Board of Natural Resources.
 4. Should the applicant have constructed a pole line used for the transmission of electric power, user privileges shall be provided to the Department of Natural Resources at common carrier rates should the necessity for such arise.
 5. Should the applicant have constructed an access road to the site on Livingston Mt., user privileges shall be provided to the Department of Natural Resources.


6. The State of Washington, Department of Natural Resources, and the Grantee shall cooperate promptly to correct and eliminate any electrical interference, affecting the transmission and reception of signals, that may be caused to the operation of the communications system, either present or future, of either of said parties by the system of the other. The expense of such remedial measures to eliminate interference to or from the communications system of the State of Washington, Department of Natural Resources, shall be paid by the Grantee; provided that future installations of the Department of Natural Resources, its successors or assigns, are made in a manner as not unreasonably to interfere with the established system of the Grantee, and that equipment of the latest available design will be utilized by both parties, if necessary.
7. The Grantee shall not assign this easement or grant a license to any third parties to use any of the land to which this easement pertains for any purposes whatsoever, without the express written permission of the State Board of Natural Resources. The Grantee shall permit the State of Washington, its lessees, assignees and licensees, to have joint usage of any pole line or access road owned and constructed by the Grantee and extending to said site. Should it become necessary for the State of Washington, its lessees, assignees or licensees, to utilize heavy equipment on said access road, the road shall be maintained by such user in such a condition as not to obstruct traffic by light vehicles. At the conclusion of such use for the purpose of moving heavy equipment, the State of Washington shall return said road, or cause it to be returned, to as good a condition as existed prior to the use of the heavy equipment. Should the Grantee utilize heavy equipment on such access road, the road shall be maintained by Grantee in such a condition as not to obstruct traffic by light vehicles. At the conclusion of such use for the purpose of moving heavy equipment, the Grantee shall return said road to as good a condition as existed prior to the use of said heavy equipment.
8. The State of Washington agrees to notify the Grantee in writing of any future applications for easement, lease or sale of areas adjacent to the above described site.
9. The Grantee shall have the right to conduct radio or microwave tests when necessary for a period not to exceed 30 days; provided that such tests shall be conducted in accordance with the above mentioned covenants, and provided further, that prior notice of such tests shall be given.
10. The State of Washington reserves unto itself, its successors or assigns, the right to cross this right of way at any and all times in connection with the use of adjoining lands.

Dated this 16th day of April, A. D., 1957.

bm
F-3930


Bert L. Cole, Commissioner

FORM APPROVED
McMICKEN, RUFF & SCHWEPPE

By 

WITNESSED JULY 16, 1957 at 1:42 P.M.
J. H. Lupp, Sec. and Tel. Co.
County Auditor.

89540
Livingston Mtn

WASHINGTON
Bill of Sale and General Assignment and Assumption Agreement

COA

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of May 31, 2000, by and between **AT&T CORP.**, a New York corporation, (for itself and on behalf of any Subsidiary,¹) and **AT&T COMMUNICATIONS OF THE PACIFIC NORTHWEST, INC.**, a Washington corporation (collectively, "Seller"), having an address at 295 North Maple Avenue, Basking Ridge, New Jersey 07920-1002 and **AMERICAN TOWER MANAGEMENT, INC.**, a Delaware corporation ("Buyer"), having an address at 116 Huntington Avenue, Boston, Massachusetts 02116, is being delivered pursuant to Section 2.6 of the Purchase and Sale Agreement (the "Purchase and Sale Agreement"), dated as of September 10, 1999, between AT&T Corp. and American Tower Corporation.

RECITALS

A. Pursuant to the Purchase and Sale Agreement, the Seller has agreed to sell to Buyer the Sites identified on Exhibit "A" hereto in exchange for the payment of the Applicable Purchase Price;

B. Pursuant to the Purchase and Sale Agreement, the Buyer has agreed to assume the Assumed Liabilities; and

C. The execution and delivery of this Agreement by Buyer and Seller, respectively, is a condition to the obligations of the other party to consummate the transactions contemplated by the Purchase and Sale Agreement with respect to the Sites identified on Exhibit "A" hereto.

NOW, THEREFORE, in consideration of the sale and assignment of the Sites identified on Exhibit A hereto, the assumption of the Assumed Liabilities (by Buyer) and the payment of the Applicable Purchase Price and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

SECTION 1. Assignment of the Assets. Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, with effect as of the date hereof, all of Seller's right, title and interest in, to and under the Sites identified on Exhibit "A" hereto, including, without limitation, all of Seller's right, title and interest in, to and under each of the assets identified on Exhibit "B" attached hereto, subject to the provisions of Section 2.4 of the Purchase and Sale Agreement and excluding from the sale, conveyance, assignment and transfer effected hereby: (i) the Excluded Assets (it being agreed and acknowledged that no interest in the Excluded Assets is sold, conveyed, assigned or transferred hereby); and (ii) any right, title, interest in and to the Owned Land or the Leased/Licensed Land expressly reserved to the Seller in Deeds and assignment and assumption of lease agreements delivered to Buyer contemporaneously herewith.

¹ In this context, "Subsidiary" shall mean any individual, corporation, limited liability company, partnership, association, trust, or any other entity or organization, more than 50% of whose outstanding voting securities or other equity interests are directly or indirectly owned by AT&T Corp.

SECTION 2. Assumption of Liabilities. Subject to Section 3 below, Buyer hereby, with effect as of the date hereof, assumes and agrees to pay, perform and discharge each Lease/License, User Lease (or in the case of User Leases bifurcated pursuant to Section 6.16 of the Purchase and Sale Agreement, the lease under which Buyer is landlord) and Related Contract related to the Sites listed on Exhibit "A" hereto (including, without limitation, each User Lease and Related Contract related to the Sites and identified on the attached Exhibit "B"), and to assume all Assumed Liabilities relating to, or arising in connection with the operation, ownership, use or occupancy of, such Sites; provided, however, the foregoing provision is not intended to address or affect the SNFA Agreements which are transferred as provided in a separate agreement delivered to Buyer contemporaneously herewith.

SECTION 3. Excluded Liabilities. The parties hereby agree that Buyer does not hereby, and shall not otherwise, assume any of the Excluded Liabilities.

SECTION 4. Defined Terms. All defined terms used but not defined herein shall have their respective meanings set forth in the Purchase and Sale Agreement.

SECTION 5. Assignment: Third Parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no party hereto will assign its rights or delegate its obligations under this Agreement without the express prior written consent of each other party hereto. Nothing expressed or implied in this Agreement is intended to confer upon any person, other than Buyer and Seller, and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

SECTION 6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the choice of law principles thereof.




SECTION 7. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. Copies of executed counterparts transmitted by facsimile or other electronic transmission service shall be considered original executed counterparts for purposes of this Section, provided receipt of copies of such counterparts is confirmed.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

"BUYER"

**AMERICAN TOWER MANAGEMENT,
INC., a Delaware Corporation**

By: 
Name:  Sus B. Chapman
Title:  Asst. Secretary

"SELLER"

AT&T CORP., a New York corporation

By: 
Richard S. Adler, Manager, AT&T Corp.,
Global Real Estate

**AT&T COMMUNICATIONS OF THE
PACIFIC NORTHWEST, INC., a
Washington corporation**

By: 
Richard S. Adler, Manager, AT&T Corp.,
Global Real Estate

EXHIBIT A

SITE NAME: LIVINGSTON MTN., WA
GLC: WAK032
LINE NO.: C271

Use of a parcel of land situated in those portions of Government Lot 1 and the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 7, Township 2 North, Range 4 East, Willamette Meridian, Clark County, Washington, pursuant to the terms and conditions in that certain Easement No. F-3930, dated as of April 16, 1957, by and between the State of Washington, Department of Natural Resources, Grantor, and the Pacific Telephone and Telegraph Company; Grantee, as assigned to AT&T Communications of the Pacific Northwest, Inc., by Pacific Northwest Bell Telephone Company and the State of Washington, Department of Natural Resources, by Easement Assignment dated April 22, 1985.

G221832

DEPARTMENT OF NATURAL RESOURCES
Office of the Commissioner

In re Application No. F-3930 by the
Pacific Telephone and Telegraph Com-
pany for Right of Way for Maintenance
Site, Microwave Radio Beam Paths,
Access Roads and Pole Line over State
Forest Board Lands in Clark County

ORDER

April 16, 1957

It appearing to the Commissioner at this time that Application No. F-3930 has been filed in this office by the Pacific Telephone and Telegraph Company for an easement for a right of way for a maintenance site, microwave radio beam paths, access roads and pole line over government lot 1 and the NE $\frac{1}{4}$ of section 7, township 2 north, range 4 east, W.M., in Clark County; and

It further appearing that the applicant is a public company proposing to construct over said lands a maintenance site, microwave radio beam paths, access roads and pole line; that the right of way so applied for is limited to an amount necessary for the purposes required, together with sufficient land on either side thereof for ingress and egress to maintain and repair the same; and

It further appearing that the total value of the land and timber included in the said right of way is \$5,000.00; and the Commissioner being fully advised, it is therefore

ORDERED and DETERMINED that the full value of the land and timber included in Application No. F-3930 be and the same is hereby fixed at \$5,000.00; that the total amount, together with the statutory fee, has been paid; and the right, power, privilege and authority to construct, operate, and maintain a maintenance site, microwave radio beam paths, access roads and pole line upon and over the lands hereinafter described may be exercised in accordance with the statutes, the lands included within the right of way being more particularly described as follows:

These portions of government lot 1 and the NE $\frac{1}{4}$, section 7, township 2 north, range 4 east, W.M., included within the limits of the following described tracts:

Beginning at a point in said government lot 1 which is South 100.78 feet and East 1177.99 feet from the northwest corner thereof, and running thence S 89° 48' 13" E 400 feet, S 0° 11' 27" W 400 feet, N 89° 48' 13" W 400 feet and thence N 0° 11' 27" E 400 feet to the point of beginning, containing an area of 3.67 acres; also

A strip of land 200 feet in width and having 100 feet of such width on each side of the following described line; Beginning at a point on the west line of said section 7 which is South 1248 feet from the northwest corner thereof and running thence N 54° 04' E 1700 feet and thence N 40° 12' W 323 feet to a point on the north line of said section 7 which is S 89° 48' E 1168 feet from the northwest corner thereof containing an area of 7.3 acres; also

A strip of land 200 feet in width and having 100 feet of such width on each side of the following described line;

Beginning at a point on the south line of said NE1/4NW, which is East 1267 feet from the southwest corner of said government lot 1 and running thence N 6° 03' E 1079 feet and thence N 88° 34' 33" E 1050 feet to a point on the east line of said NE1/4NW, which is south 226 feet from the northeast corner thereof, containing an area of 7.7 acres; also

That portion of said government lot 1 included within the limits of two strips of land, each 20 feet in width and having 10 feet of such width on each side of the following described line;

Beginning at a point on the west line of said government lot 1 which is South 620 feet from the northwest corner thereof, and running thence N 26° 37' 17" E 327.21 feet, thence on a 29° curve to the right 134.77 feet; thence N 65° 42' 27" E 10.26 feet, thence on a 7° curve to the left 189.76 feet, thence N 52° 13' 27" E 84.16 feet; thence on a 36° curve to the right 114.36 feet, thence S 86° 24' 33" E 39.13 feet; thence on a 31° curve to the right 109.64 feet, thence S 52° 20' 13" E 47.96 feet, thence on a 7° curve to the left 103.71 feet, thence S 59° 44' 33" E 50.81 feet, thence on a 27° curve to the left 171.55 feet and thence N 73° 55' 27" E 91.84 feet to a point on the west line of the first described tract which is S 0° 11' 27" W 415.23 feet from a point which is East 1177.99 feet from the northwest corner of said section 7, containing an area of 0.7 acres; also

Beginning at a point on the west line of said government lot 1, which is South 840.73 feet from the northwest corner thereof and running thence N 40° 59' E 729.81 feet, S 71° 20' E 600 feet and thence N 76° 04' E 136.18 feet to a point on the west line of the first described tract, which is N 0° 11' 27" E 35.83 feet from the southwest corner of said tract and having an area of 0.67 acres;

The above described tracts have a total area of 20.04 acres according to the plats thereof on file in the office of the Commissioner of Public Lands at Olympia, Washington; and


SUBJECT, however, to the following stipulations:

1. The operation and use of a microwave station shall not impair the operation and use of any radio facilities of the State of Washington, Department of Natural Resources should such facilities become necessary.
2. The applicant shall not have the right to add additional radio receiving and transmitting facilities, other than microwave, at this site without the written consent of the Board of Natural Resources.
3. The applicant shall not have the right to assign, lease, or sub-lease any facilities or portions thereof which may become available by construction of the applicant except with the written consent of the Board of Natural Resources.
4. Should the applicant have constructed a pole line used for the transmission of electric power, user privileges shall be provided to the Department of Natural Resources at common carrier rates should the necessity for such arise.
5. Should the applicant have constructed an access road to the site on Livingston Mt., user privileges shall be provided to the Department of Natural Resources.

6. The State of Washington, Department of Natural Resources, and the Grantee shall cooperate promptly to correct and eliminate any electrical interference, affecting the transmission and reception of signals, that may be caused to the operation of the communications system, either present or future, of either of said parties by the system of the other. The expense of such remedial measures to eliminate interference to or from the communications system of the State of Washington, Department of Natural Resources, shall be paid by the Grantee; provided that future installations of the Department of Natural Resources, its successors or assigns, are made in a manner as not unreasonably to interfere with the established system of the Grantee, and that equipment of the latest available design will be utilized by both parties, if necessary.
7. The Grantee shall not assign this easement or grant a license to any third parties to use any of the land to which this easement pertains for any purposes whatsoever, without the express written permission of the State Board of Natural Resources. The Grantee shall permit the State of Washington, its lessees, assignees and licensees, to have joint usage of any pole line or access road owned and constructed by the Grantee and extending to said site. Should it become necessary for the State of Washington, its lessees, assignees or licensees, to utilize heavy equipment on said access road, the road shall be maintained by such user in such a condition as not to obstruct traffic by light vehicles. At the conclusion of such use for the purpose of moving heavy equipment, the State of Washington shall return said road, or cause it to be returned, to as good a condition as existed prior to the use of the heavy equipment. Should the Grantee utilize heavy equipment on such access road, the road shall be maintained by Grantee in such a condition as not to obstruct traffic by light vehicles. At the conclusion of such use for the purpose of moving heavy equipment, the Grantee shall return said road to as good a condition as existed prior to the use of said heavy equipment.
8. The State of Washington agrees to notify the Grantee in writing of any future applications for easement, lease or sale of areas adjacent to the above described site.
9. The Grantee shall have the right to conduct radio or microwave tests when necessary for a period not to exceed 30 days; provided that such tests shall be conducted in accordance with the above mentioned covenants, and provided further, that prior notice of such tests shall be given.
10. The State of Washington reserves unto itself, its successors or assigns, the right to cross this right of way at any and all times in connection with the use of adjoining lands.

Dated this 16th day of April, A. D., 1957.

bm
F-3930


Bert L. Cole, Commissioner

FORM APPROVED
McNICHOL, RUFF & SCHWEPPE

By 

NOTED JULY 16, 1957 at 1:12 P.M.
J. H. Felt, Tel. and Tel. Co.
Public Administrator, County Auditor.

T-Mobile

To: Harriet Padmore From: Jim Barta
Fax: 360-759-5902 Pages: ⑧
Phone: Date: ~~4/25/06~~ 4/26/06
Re: FSR2006-00010 CC: 2nd Copy
☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

● Comments:

Harriet -
License Agreement for
this project.

Jim Barta

503-544-2429

Read
Legal

1500 NE Irving, Suite 530 Portland OR 97232
Fax 503.736.3014

Licensor Site Name/Number: Livingston Mountain, WA / 88540
Licensee Site Name/Number: Livingston MI/ATC / PO1629C

SCHEDULE

LICENSE OF SPACE

This Schedule is executed and delivered pursuant to that certain Master Tower Space License Agreement between Licensor and Licensee dated November 7, 2003 (the "Master Agreement"). All terms and conditions of the Master Agreement are incorporated herein by reference and made a part hereof for all purposes.

The following space shall be licensed on the terms indicated below:

Licensee Information:

Licensee's Name: VoiceStream PCS I.L.L.C., a Delaware limited liability company

Notice Address: VoiceStream PCS I.L.L.C.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Leasing Administrator

With a copy to: **VoiceStream PCS I L L C.**
19807 North Creek Parkway North
Bothell, WA 98011
Attn: PCS Lease Administrator

Contact Name: Don Forsberg
Contact Number: 503-267-1947
Fax Number: 503-214-5467
Real Estate/
Site Acquisition contact: Don Forsberg 503-267-1947
Construction contact: Tim Lusk 360-513-0002

Licenser Information:

Notice Address: American Tower Management, LLC
c/o American Tower Corporation
10 Presidential Way
Woburn, MA 01801

Contact Name: Contracts Manager
Contact Number: (781) 926-4500
Fax Number: (781) 926-4555
Construction contact: Darren Lawson / 206-484-7064

Remittance Address: American Tower Management, LLC
c/o American Tower Corporation
Dept. 5305
P.O. Box 30000
Hartford, CT 06150-5305

Tower information:

Licensor's Tower Name: Livingston Mountain
Coordinates: 45-40-44N 122-21-50.9W
Licensor's Tower Number: 89540
Licensee's Tower Name: Livingston M/ATC
Licensee's Tower Number: PO1629C
Licensor's Contract Number: TBD

Licensor Site Name/Number: Livingston Mountain, LA / 89640
Licensee Site Name/Number: Livingston MUATC / PO1629C

Agreed to and Accepted by:**LICENSEE:**

VoiceStream PCS I L.L.C., a Delaware
limited liability company

By: 

Name: Tung Bui

Title: Northwest Area Director

Date: 7/7/05**Agreed to and Accepted by:****LICENSOR:**

American Tower Management, LLC, a Delaware
limited liability company

By: American Towers, Inc., its sole member

By: 

Name: Yannis Macheras

Title: Director, Colocation & Administration

Date: 04.13.06

The offer of license expressed in this Schedule shall automatically expire and become void if not accepted by Licensee and such acceptance received by Licensor within fifteen (15) Business Days from the date of Licensor's signature first above-written and Licensor has sent the Site Information via U.S. Mail to Licensee's Real Estate/Site Acquisition [SUBSTITUTE APPROPRIATE CONTACT IF DIFFERENT FROM WHAT IS LISTED] contact specified in the application form for the applicable Tower space.

This Schedule does not constitute Licensed Space until completed and executed by both parties in accordance with Section 3.

Licensor Site Name/Number: Livingston Mountain, WA / 89540
Licensee Site Name/Number: Livingston M/ATC / PO1629C

EXHIBIT A
List of Permitted Equipment

EXHIBIT A									
VeevaStream PCS / LLC						Livingston Mobile			
GROUND SPACE REQUIREMENTS									
LOCATION OF CUSTOMER EQUIPMENT		INDOOR CABINETS (ATC Building) <input type="checkbox"/>		OUTDOOR SHELTER (Customer Building) <input type="checkbox"/>		RTS <input checked="" type="checkbox"/>			
# of RACKS/CABINETS/SETS		4		EQUIPMENT SHELTER/CABINETS/SETS DIMENSIONS (HxLxW) (ft)		72" x 64" x 100"			
LEASED GROUND SPACE DIMENSIONS (HxLxW) (ft)		10' x 19' x 21'		CONCRETE PAD DIMENSIONS (LxW) (ft)		10' x 19'			
ADDITIONAL GROUND SPACE REQUIREMENTS (H x L x W)		N/A		POWER PROVIDED BY:		ATC PROVIDED <input type="checkbox"/>		UTILITY COMPANY DIRECT <input checked="" type="checkbox"/>	
TELECOM INTERCONNECT REQUIREMENTS		FOTS <input type="checkbox"/>		TI <input checked="" type="checkbox"/>		MICROWAVE <input type="checkbox"/>		FIBER OPTICS <input type="checkbox"/>	
GENERATOR INFORMATION		APPLICANT PROVIDED <input checked="" type="checkbox"/>		NONE <input type="checkbox"/>					
		MANUFACTURER		Onn		MAKE/ MODEL		Onn 25	
		CAPACITY (KW)		15KW					
FUEL TYPE		Propane		TANK SIZE		100 gal		BODY TYPE	
								Tower	
ANTENNA EQUIPMENT SPECIFICATIONS									
	SECTOR #1	SECTOR #2	SECTOR #3	DSH	TTANNA	GPS			
ANTENNA QUANTITY	2	2	2	N/A	6	1			
TRANSMIT OR RECEIVE	TX/RX	TX/RX	TX/RX	N/A	TX/RX	TX/RX			
MANUFACTURER	EMS	EMS	EMS	N/A	LGP	N/A			
TYPES OF ANTENNAS	Flat Panel	Flat Panel	Flat Panel	N/A	Low Profile	GPS			
MODEL #	EM65-1902DP	EM65-1902DP	EM65-1902DP	N/A	THAA-DD 1000	VNC-100			
ANTENNA WEIGHT (Pw Antenna)	21 lbs.	21 lbs.	24 lbs.	N/A	2.3 lbs	300 g			
ANTENNA DIMENSIONS (HxLxW) (Indicate feet or inches)	72" x 8" x 2.75"	72" x 8" x 2.75"	72" x 8" x 2.75"	N/A	3.5" x 5" x 7"	90 x 90 x 90 mm			
ANTENNA MOUNT HEIGHT (ft)	77	77	77	N/A	77	Ice Bridge			
RAD CENTER AGL (ft)	77	77	77	N/A	77	Ice Bridge			
MOUNT TYPE (Flank, Platform, Pole, T-frame, etc.)	T-frame	T-frame	T-frame	N/A	T-frame	Pole			
TOWER LEG	N/A	N/A	N/A	N/A	TBD	N/A			
DIRECTION OF RADIATION	15	135	255	N/A	N/A	360 degrees			
TX FREQUENCY	1850-1900 MHz	1850-1900 MHz	1850-1900 MHz	N/A	1850.4 MHz - 1900.2 MHz	LA 1575.42 - 1.823 MHz			
RX FREQUENCY	1850-1900 MHz	1850-1900 MHz	1850-1900 MHz	N/A	1902.4 - 1909.2 MHz	N/A			
ANTENNA GAIN	18.5 dBi	18.5 dBi	18.5 dBi	N/A	12 dBi	3.0 dBi			
# of LINES PER ANTENNA	2	2	2	N/A	N/A	1			
LINE TYPE	cable	cable	cable	N/A	N/A	cable			
LINE DIAMETER	7/8"	7/8"	7/8"	N/A	N/A	1/2"			
Is equipment transmitting on unlicensed frequencies? (check box) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>									
BUILDING/SHELTER EQUIPMENT SPECIFICATIONS									
	TRANSMITTER #1	TRANSMITTER #2	TRANSMITTER #3	TRANSMITTER #4	TRANSMITTER #5	TRANSMITTER #6			
MANUFACTURER	Nokia	Nokia	Nokia	N/A	N/A	N/A			
TYPE & MODEL	Gen 3 Ciyak	Gen 3 Ciyak	Gen 3 Ciyak	N/A	N/A	N/A			
TYPE OF SERVICE	CSM 1900 PCS	CSM 1900 PCS	CSM 1900 PCS	N/A	N/A	N/A			
TX POWER OUTPUT	20 Watts	20 Watts	20 Watts	N/A	N/A	N/A			
ERP	316.23 Watts	316.23 Watts	316.23 Watts	N/A	N/A	N/A			
AVERAGE MONTHLY POWER CONSUMPTION (If Applicable)	N/A	N/A	N/A	N/A	N/A	N/A			
ELECTRIC SERVICE REQUIRED (Amps/Volts)	200 Amps/240 Volts			N/A	N/A	N/A			
COMBINER OF PORTS (Applicable only if using Master Combining System)	N/A	N/A	N/A	N/A	N/A	N/A			

Licensor Site Name/Number: Livingston Mountain, WA / 89540
Licensee Site Name/Number: Livingston Mt/ATC / PO1629C

EXHIBIT B
Site Drawing/Structural (if any)

T-MOBILE WEST CORPORATION
LEASE ADMINISTRATOR
19807 N. CREEK PARKWAY N.
BOTHELL, WA 98011



Private Road Maintenance Covenant

This COVENANT is recorded in connection with the wireless facility collocation at the property described below. The purpose of this Covenant shall be to provide adequate funds for the repair and maintenance of the private road described below for the continued use and benefit of the owners thereof.

Responsibility of T-Mobile West Corporation.

T-Mobile West Corporation, a Delaware Corporation, a sublessee at the property described below, will be responsible for its fair share of road maintenance of the private road described below. GRANTOR .. T-MOBILE WEST CORPORATION

GRANTEE .. CLARK COUNTY

Remedies.

This Covenant may be enforced by the County in any or all of the following ways at its option:

- a. By the County's refusal to issue development permits in the case that this Agreement has not been fully observed in the construction, development and use of the real property by Applicant.
- b. For injunction to cause specific performance of this Agreement or for other appropriate relief as may be deemed desirable by County.

Filing. A copy of this Agreement will be filed with the Clark County Auditor in his recording department so as to appear as a covenant within the chain of title for the real property, as the sole and exclusive transfer of an interest from Applicant prior to the filing of this Covenant.

57T2RY 137286-000

Property served by the Private Road and subject to the Terms of this Covenant:

29700 NE Lookout Road, City of Camas, Clark County, Washington.

Private Road to be covered by this Covenant:

NE Lookout Road.

Insert Legal Description:

Government Lot 1 and the Northeast quarter of the Northwest one-quarter of Section 7,
Township 2 North, Range 4 East, Willamette Meridian in Clark County, Washington.

Private Road Continued

Signed this 27th day of June, 2006.

By: [Signature]

6/27/06
Date

Print Name: JASON N. HAMM
Authorized Representative from
T-Mobile West Corporation

STATE OF Oregon
COUNTY OF Multnomah :SS

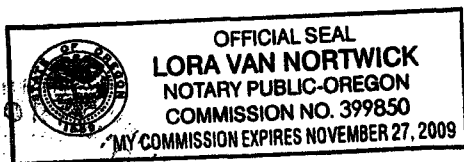
I hereby certify that I know or have satisfactory evidence that Jason Hamm
signed this instrument and acknowledge it to be his free and voluntary act for the uses
and purposes mentioned in this instrument.

Dated: June 27, 2006

By: [Signature]
Notary's Signature

Print Name: Lora VanNortwick

My Appointment Expires: 11/27/09



STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DOUG SUTHERLAND, Commissioner of Public Lands

COMMUNICATION SITE LAND LEASE

Agreement No. 52-072653

Lessee's Reference No. 89540

BY THIS LEASE between the STATE OF WASHINGTON, Department of Natural Resources, hereinafter called the "State", and ~~AMERICAN TOWER CORPORATION~~, *Management, Inc.* hereinafter called the "Lessee", State grants to Lessee a lease for a communication site at the existing old AT&T site on Livingston Mt., located in Clark County, Washington, hereinafter referred to as Premises. The legal survey plat and legal description of the site are attached as "Exhibit A".

This lease is subject to any and all easements, rights of way, or leases of record with State or county including but not limited to such rights described in "Exhibit B".

SECTION 1 OCCUPANCY

1.01 Term. The term of this lease is for ten years. The lease shall (commence/be made effective) on July 1, 2002, (Commencement Date) and end on June 30, 2012 (Termination Date).

1.02 Non-Default Termination. This lease is subject to termination by State upon three hundred and sixty (360) days written notice to Lessee that State desires to change the use of the land or to exchange or sell the land. In the event State terminates the lease as authorized in this subsection, rent shall be prorated to the date of termination.

1.03 Warranty of Quiet Enjoyment. State makes no warranty of quiet enjoyment of Premises.

1.04 No Warranty of Non-interference. State will provide no interference protection during the term of this lease.

1.05 Condition of Premises. Lessee has had an opportunity to inspect Premises and enters into this lease solely in reliance on Lessee's own examination and not by reason of any representation by State. Premises are accepted in its present condition "AS IS WHERE IS". No reliance shall be placed on any opinion, material, or information provided by or through State, and Lessee does so at its own risk, cost and expense.

SECTION 2 USE OF SITE

2.01 Permitted Use. The non-exclusive use of Premises shall be to construct, install, maintain, repair, operate and manage a communication site and electronic equipment as described in approved technical data sheet(s), attached as "Exhibit C". All development shall be in accordance with Lessee's development plan as approved in writing by State, per Exhibit I. Lessee hereby promises to develop Premises in the manner and according to the schedule set forth in the development plan, which is a material inducement to State to enter this lease. Failure to develop Premises as provided in an approved development plan shall be a material breach of this agreement.

2.02 Reservation by State.

1. Inspection. Lessee shall permit State and its agents to enter Premises and any improvements thereon at all reasonable times for the purpose of inspecting the installations, equipment or units, provided that, except in case of an emergency, State shall provide Lessee at least twenty-one (21) calendar days prior written notice to enable Lessee to arrange to accompany State to protect the integrity of its equipment. This clause shall not be construed to impose a duty to inspect.

2. Compatible Uses. State reserves for itself, its successors and assigns, the right at all times for any purpose to cross and recross Premises at any place or grade, to grant easements/licenses over or leases to Premises, to sell, lease, or otherwise dispose of minerals, coal, oil, timber, gas, or other valuable materials from Premises insofar as such uses are compatible with Lessee's operation. Such reserved rights shall be exercised in a manner that does not unreasonably interfere with Lessee's operation.

SECTION 3 PAYMENT

3.01 Payment. Payments made hereunder will be as follows:

1. Rent. Rent is based on a combination of rent for the land and rent related to equipment used by Lessee or authorized sublessees. Based on the initial development plan and equipment present, Lessee shall pay in advance the base rent of [REDACTED] for the period of July 1, 2002 to June 30, 2003.

The Lessee's rent payment to the State for the July 1, 2003 payment and subsequent annual payments will be determined as follows:

1. On May 1 of each year Lessee will provide State a list of current sublessees showing gross rent payments to the Lessee from the sublessee.
2. Total annual rent from the Lessee to State will be calculated as follows:

The annual rent will consist of a combination of the base rent (1st year \$20, 688.00 plus the legal Leasehold Tax on the base rent) and 25% of the gross rents from the existing sublessees as reported to the State by the Lessee on May 1 of each year.

- a. Minimum gross rents paid to the Lessee from the sublessees will be in accordance with the State's Rent Schedule in effect when the sublessee begins operation at the site.
- b. There will be no "free rents" or "sweetheart deals" between the Lessee and the sublessee.
- c. Any sublessee type of communication operation not covered by the State's Rent Schedule will cause the State and Lessee to meet and determine the market rent for that sublessee.
- d. Lessee shall charge all PRIVATE sublessees the legal Leasehold Tax on the gross rent amount. ALL GOVERNMENT AND REGULATED UTILITY sublessees are exempt from the Leasehold Tax.

This annual rent calculation is determined on the combinatin of base rent plus leasehold tax and 25% of the gross rents from the sublessees plus applicable leasehold tax. The rent statement will be mailed to Lessee on or about June 1 of each year for payment on July 1.

Note: Failure to supply State at the address shown on the signature page, with a list of current sublessee rents on May 1 will constitute a breach of this lease agreement.

The rent determination listed above is subject to adjustment as set forth in Section 3 - 3.02.

2. Leasehold Tax. Should a leasehold tax be imposed on this Agreement or any interest therein, Lessee shall pay to State, the leasehold tax as set forth in RCW Chapter 82.29A - Leasehold Excise Tax as may be amended. The tax shall be due and payable at the same time the rental charged herein is due and payable.

3.02 Adjustment.

1. Periodic Adjustment.

a. Rent Adjustment. On July 1, 2007 and at intervals of five years thereafter (Adjustment Date), a new annual base rent will be established to be effective as of the Adjustment Date. Failure on the part of State to establish a new annual base rent by the Adjustment Date shall not preclude State from doing so then or thereafter, and the adjusted base rent shall be retroactive to the Adjustment Date, unless otherwise provided by State. At State's option, the new annual base rent will be established using one of the following two methods of adjustments:

(1) For electronic equipment covered by the State's "Communication Program Rent Schedule", the Lessee's or Sublessee's rent will be adjusted based on said State's "Communication Program Rent Schedule" in effect at the Adjustment Date. At a minimum, the Rent Schedule will be adjusted annually on July 1 based on an annual 4% increase or the preceding calendar year's "Consumer Price Index, All Urban Consumers, US City Average," (CPI) whichever is higher. In the event the CPI ceases to be published, State may substitute such other comparable cost of living index as then may be in publication by a comparable governmental agency.

OR

(2) For other electronic equipment not covered by the State's "Communication Program Rent Schedule", including but not limited to cellular or PCS, and TV or FM translators or broadcasters, the Lessee's or Sublessee's rent will be adjusted to reflect market rent (by referencing comparable facilities at comparable locations). If Lessee does not agree with State's adjusted market rent, Lessee may submit to State an appraisal of market rent performed by an independent and licensed appraiser at Lessee's expense for State's consideration. Such appraisals must be submitted within 30 calendar days of notification of the adjusted rent, or State's determination of market rent is final with no right of appeal with rent due as set forth in State's initial notice. If Lessee timely submits an appraisal, State shall notify Lessee in writing whether State accepts or rejects Lessee's appraisal of market rent. State's decision shall be final, subject only to challenge in the manner as provided under RCW 79.01.500. Lessee shall pay the adjusted rent within 10 calendar days of receipt of notice of whether Lessee's appraisal is accepted or rejected. If the court rules that State's determination of rent was more than market rent, Lessee shall receive a credit toward future rents for any overpayment. If the court rules that State's determination of rent was less than market rent, Lessee shall pay such underpayment to State within 10 calendar days of entry of judgement.

2. Change in Operations.

Equipment Change Adjustment. Rent will be adjusted when a new sublessee is authorized or frequencies, equipment or units belonging to a Lessee or sublessee are added or removed from Premises according to the "Communication Program Rent Schedule" then in effect. For other electronic equipment not covered by the State's "Communication Program Rent Schedule", including but not limited to cellular or PCS, and TV or FM translators or broadcasters, the Lessee's or sublessee's rent will be adjusted to reflect market rent in the manner set forth in Section 3.02 1a(2). When authorized frequencies, equipment, or units are removed from Premises, there will be no refund of rent payments and the rent will be adjusted at the next billing date. When authorized frequencies, equipment, or units are added, the rent will be increased on a prorated basis from the date of installation at Premises to the next billing date.

3.03 Place of Payment. All payments shall be accompanied by a reference to the lease number and paid to State Region office at the address shown on the signature page.

3.04 Non-waiver. Acceptance of rent or any other payment after the date it is due shall not be deemed a waiver regarding the obligations to make future payments on time, nor shall acceptance of rent after any breach by Lessee be construed as a waiver of any such breach or any other breach.

3.05 Taxes. Lessee shall pay all real and personal taxes imposed on Premises and improvements thereon during the term of the lease.

3.06 Assessments. Lessee shall pay its pro rata share of assessments charged against Premises. State will send a written notice with a detailed explanation of any assessments pertaining to Premises to Lessee. Lessee shall pay assessment within thirty (30) days of receipt of written notice from State.

3.07 Failure to Pay. If State must pay any tax, assessment, penalty, or interest because of the failure of Lessee to pay such taxes, assessments, penalties, or interest, such obligations shall be considered a debt to State.

3.08 Late Charge. In the event Lessee fails to make any payment of rent or any other payments due hereunder upon the date due, State shall be entitled to collect from Lessee a late charge equal to six percent (6%) of the amount of the delinquent payment.

3.09 Interest Charge. Failure to pay rent or any other payments due under the lease on the date due shall be subject to interest at the rate of twelve percent per annum.

SECTION 4 SPECIAL REQUIREMENTS

4.01 Electrical Power. Lessee shall pay for all electric power and other charges or expenses incurred for Premises to supply the electric power. Electrical Power provided to the Premises by Lessee, shall be installed in accordance with rules, regulations, and requirements of the local power utility company. Capacity of the power provided to the site shall be subject to State's prior approval, which approval shall not be unreasonably withheld.

4.02 Electronic Standards. Lessee shall comply with the standards in the "Minimum Communication Site Standards", attached as "Exhibit D". State reserves the right to amend the standards set forth in "Exhibit D". Lessee shall be informed of such amendments and given six (6) months to comply after receipt of written notice.

4.03 Compliance with Laws. Lessee shall conform to applicable laws and regulations of public authority affecting Premises and the use thereon and assume, at Lessee's sole expense, any costs of such compliance including any fines or penalties. Lessee shall obtain all federal, state, and local permits and licenses necessary to operate under this lease.

4.04 Minerals and Valuable Materials. Lessee shall remove no valuable materials as defined under RCW 79.01.038, minerals, coal, oil, or gas without written consent of State.

4.05 Fire. To the extent possible, Lessee shall protect Premises from fire and shall report any fires on Premises to State, by phone, as soon as possible, and to the Region office at the phone number shown on the signature page.

4.06 Debris. Lessee shall not allow debris or refuse to accumulate on Premises.

4.07 Frequency Interference. Lessee, upon written or verbal notification by State, shall immediately take remedial action to eliminate interference with other operators at this location caused by Lessee's operations. In the event Lessee fails to eliminate the interference within 48 hours of State contacting Lessee, State will have the right to disconnect power to any transmitters causing interference. If the interference affects emergency services or public safety, State shall have a right to disconnect power to any transmitter causing interference immediately upon contacting Lessee. For the purposes of this section, State shall be deemed to have contacted Lessee when State places a call to _____ [fill in name and phone]. It shall be the responsibility of Lessee to ensure that messages can be taken at this phone number. LESSEE HEREBY WAIVES ANY CLAIMS THAT MAY ARISE OUT OF STATE DISCONNECTING POWER AS PROVIDED IN THIS SECTION.

[LESSEE INITIALS]

4.08 Technical Data Sheets. Lessee's installations shall conform with the approved and signed Technical Data Sheet(s) attached as "Exhibit C". New or amended Technical Data Sheets may be added to "Exhibit C" upon written approval by State.

4.09 New Equipment/Frequencies. Lessee/sublessee shall not change or add frequencies, equipment or units without submitting new or amended Technical Data Sheets for State's written approval. If Lessee/sublessee fails to comply with this requirement, State shall have the option to declare Lessee in material breach and exercise the rights set forth under Section 6- Default- or to authorize the equipment to remain subject to the rent provisions set forth hereinafter. When Lessee/sublessee changes or adds frequencies, upon written approval by State, the priority rights for the new frequencies will be the date of approval shown on the new approved Technical Data Sheet. A new Lessee/sublessee's operations shall not interfere electronically or physically with an existing Lessee/sublessee's operations.

If State allows the unauthorized frequencies, equipment or units to remain on Premises, Lessee shall be liable to pay State double rent for each previously unauthorized frequency, equipment or unit according to the "Communication Program Rent Schedule" in effect on the date of discovery from the period of installation or operation, whichever comes first, to the date of discovery by State. After the date of discovery, should State authorize the frequency, equipment, or unit, Lessee shall be liable for single rent for such frequency, equipment, or unit based on the rent schedule then in effect. Back rent shall be due at the end of the billing cycle during which discovery was made.

4.10 Effective Radiated Power. Lessee shall not raise effective radiated power (ERP) beyond that authorized by the approved Technical Data Sheet.

4.11 FCC License. Lessee shall operate its equipment and units in compliance with the rules and regulations of the Federal Communications Commission or Lessee's license authority. Within thirty (30) days of the beginning of operation and any subsequent renewals, Lessee shall furnish State with a copy of its current license and subsequent renewals to the Region office address as shown on the signature page.

4.12 Hazardous, Toxic, or Harmful Substances.

1. Deleterious Material. Lessee shall not make, or suffer to be made, any filling in of Premises or any deposit of rock, earth, ballast, refuse, garbage, waste matter, chemical, biological, or other wastes, hydrocarbons, any other pollutants, or other matter within or upon Premises, except as approved in writing by State. If Lessee fails to remove all non-approved fill material, refuse, garbage, wastes, or any other of the above materials from Premises, Lessee agrees that State may, but is not obligated to, remove such materials and charge Lessee for the cost of removal and disposal.

2. Hazardous, Toxic, or Harmful Substances.

a. Lessee shall not keep on or about Premises, any substances now or hereinafter designated as or containing components now or hereinafter designated as hazardous, toxic, dangerous, or harmful (and/or which are subject to regulation as hazardous, toxic, dangerous, or harmful) by any federal, state, or local law,

regulation, statute, or ordinance (hereinafter collectively referred to as "Hazardous Substances") unless such are necessary to carry out Lessee's permitted use under Subsection 2.01 and unless Lessee fully complies with all federal, state, and local laws, regulations, statutes, and ordinances now in existence or as subsequently enacted or amended.

b. Lessee shall immediately notify State of any of the following:

- (1) all spills or releases of any Hazardous Substance in, on, or adjacent to Premises,
- (2) all failures to comply with any federal, state, or local law, regulation, or ordinance, as now enacted or as subsequently enacted or amended,
- (3) all inspections of Premises by, or any correspondence, orders, citations, or notifications from any regulatory entity concerning Hazardous Substances affecting Premises,
- (4) all regulatory orders or fines, or all response or interim cleanup actions taken by or proposed to be taken by any government entity or private party concerning Premises.

Also, on request, Lessee shall provide copies to State of any and all correspondence, pleadings, and/or reports received by or required of Lessee or issued or written by Lessee or on Lessee's behalf with respect to the use, presence, transportation, or generation of Hazardous Substances in, on, about, or adjacent to Premises.

c. Lessee shall be fully and completely liable to State, and, to the extent permitted by law, shall indemnify, defend, and save harmless State and its employees, officers, and agents with respect to any and all damages, costs, fees (including attorney's fees and costs), penalties (civil and criminal), and cleanup costs assessed against or imposed as a result of Lessee's use, disposal, transportation, generation, and/or sale of Hazardous Substances or that of Lessee's employees, agents, assigns, sublessees, contractors, subcontractors, licensees, or invitees and for any breach of this Subsection 4.12.

4.13 Non-Ionizing Electromagnetic Radiation (NIEER). Lessee shall comply with standards or requirements in effect for non-ionizing electromagnetic radiation levels as established by the Environmental Protection Agency (EPA) or other local governing agencies.

4.14 Weed Control. Weed control shall be approved in writing by State prior to beginning such activities. No aerial spraying without prior approval by State is permitted.

4.15 Survey. Lessee shall submit to, and obtain approval from the State, a boundary survey and a required survey plat for the lease area, in accordance with RCW 58.24.

4.16 Habitat Conservation Plan (HCP). Premises is located within an area that is subject to State's Habitat Conservation Plan adopted in connection with Incidental Take Permit No. PRT-812521 (ITP) as supplemented by Permit No. 1168 (Collectively "ITP"). As long as the Habitat Conservation Plan remains in effect, Lessee and all persons acting under Lessee shall comply with the terms and conditions set forth in Exhibits G and H while operating on Premises. State shall have the right to modify these terms and conditions from time to time to comply with the Habitat Conservation Plan, the ITP, the Endangered Species Act, the implementing regulations, and amendments thereto, or the requirements of the federal agencies administering these laws.

SECTION 5 ASSIGNMENT, INSURANCE, INDEMNITY

5.01 Assignment. Lessee shall not hypothecate, mortgage, assign, sublease, transfer, or otherwise alienate this lease ("Assignment"), or any interest therein, without the prior written consent of State, which consent shall be at the sole discretion of State, except that State will not withhold consent in the event of an assignment to a related entity when such assignment is to facilitate Lessee's business plans or organization. In granting any such consent under this clause State shall be entitled to consider, among other items, the proposed assignee's, sublessee's or transferee's financial condition, business reputation, business, and such other factors as may reasonably bear upon the suitability of the assignee, sublessee, or transferee as an operator at the Premises. If Lessee is a corporation, partnership, or other association, (1) the transfer of more than fifty percent (50%) of the ownership interest in such entity, or (2) the sale of all or substantially all of the assets of Lessee shall be deemed to constitute an "assignment" of this lease which requires consent of State. The consent of State to any one assignment shall not constitute a waiver of State's right to consent to subsequent assignments, nor shall consent of State to any one assignment relieve any party previously liable as Lessee from any obligations under this lease. The acceptance by State of the payment of rent following an assignment shall not constitute consent to any assignment and State's consent shall be evidenced only in writing.

5.02 Lessee's Assumption of Liability, and Liability and Casualty Insurance

1. **Assumption of Liability.** State shall have no responsibility or control with respect to any aspect of Premises or any activity conducted thereon from and after the Commencement Date. Lessee shall indemnify and save State harmless from any and all liability, damage, expense (including attorney fees and costs), cause of action, suits, claims, or judgments by any reason whatsoever caused or arising out of the use, occupation, and control of Premises by Lessee, its sublessees, invitees, agents, employees, licensees, or permittees except as may arise solely out of the willful act or gross negligence of State or State's officers, agents, or employees. To the extent that RCW 4.24.115 is applicable to any indemnification provision of this Lease, State and Lessee agree that this provision shall not require Lessee to indemnify and save State harmless

from State's sole or concurrent negligence, if any. Lessee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless State and its agencies, officials, agents, and employees.

2. Evidence of Insurance. Lessee must furnish evidence of insurance in the form of a Certificate of Insurance satisfactory to State, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements set forth below. The Certificate of Insurance must reference the Department of Natural Resources and Agreement number. Before implementing this Agreement, Lessee must provide proof of coverage.

3. Cancellation. The Certificate(s) of Insurance must provide 45 days written notice to State before the cancellation, non-renewal, or material change of any insurance coverage included therein. Notices must be sent to State via certified mail.

4. Minimum Coverage Requirements. The Minimum Coverage Requirements set forth the minimum limits of insurance Lessee must purchase to secure a contract with State. These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these minimum limits of coverage does not relieve Lessee from liability for losses and settlement expenses greater than these amounts.

During the term of this Agreement, Lessee must purchase and maintain, and shall require all independent contractors to maintain while performing work on Premises, the minimum insurance coverages and limits specified below, which may be increased by State at its sole discretion:

a. Commercial General Liability (CGL) Insurance. Lessee must purchase and maintain CGL on an Insurance Services Office (ISO) form CG 00 01 or equivalent form, covering liability arising from Premises, operations, independent contractors, personal injury, and liability assumed under an insured contract. Such insurance must be provided on an occurrence basis. Insurance must include liability coverage with limits not less than those specified below:

<u>Description</u>	
General Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000

b. Business Auto Policy (BAP) Insurance (required for all contracts). Lessee must purchase and maintain a BAP on an Insurance Services Office (ISO) form CA 00 01 or equivalent form. The Description of Covered Autos must include one or more of the following:

"Any Auto" (Symbol 1), "Hired Autos Only" (Symbol, 8), "Non-Owned Autos" (Symbol 9).

Such insurance must be provided on an occurrence basis. The BAP insurance must include liability and physical damage coverage with limits not less than those specified below. Lessee is responsible for any deductible.

<u>Description</u>	<u>Each Accident</u>
Bodily Injury and Property Damage	\$1,000,000

- c. Workers Compensation and Employer's Liability Insurance: Lessee must purchase and maintain insurance covering obligations imposed by Federal and State statutes having jurisdiction of its employees in the performance of work, including

Employer's Liability Insurance. Evidence of "Qualified Self-Insurance Status" will suffice to meet the requirements of this section.

<u>Description</u>	<u>Policy Limit</u>	<u>By Disease</u>
Bodily Insurance	<u>By Accident</u> \$1,000,000	\$1,000,000

- d. Builders Risk Insurance.

i. During the period construction is in progress and until completion of the project and acceptance by State, Lessee shall buy and maintain in force builder's risk insurance on the entire work. Such insurance shall be written on a completed value form and in any amount equal to the value of the completed building, subject to subsequent modifications to that sum. The insurance shall be written on a replacement cost basis. This insurance shall name as insured the Department of Natural Resources, Lessee and all subcontractors and sub-subcontractors in the work.

ii. Insurance required in paragraph i. shall be written to cover all risks of physical loss except those specifically excluded in the policy, including loss or damage caused by collapse.

iii. Insurance required in paragraph i. shall cover the entire work at the site, including reasonable compensation for architect's services and expenses made necessary by an insured loss. Insured property shall include portions of the work located away from the site but intended for use at the site, and shall also cover portions of the work in transit.

iv. The policy shall include as insured property scaffolding, false work, and temporary buildings located at the site. The policy shall cover the cost of removing debris, including demolition as made legally necessary by the operation of any law, ordinance, or regulation.

v. Any deductible applicable to the insurance bought in compliance with paragraph i. shall be identified in the contract documents and the responsibility for paying the part of any loss not covered because of application of deductible(s) shall be the responsibility of the Lessee. If any part of any loss is not covered because of the application of a deductible amount not identified in the contract documents, such loss will be paid by Lessee.

e. Self-Insurance. In lieu of the coverages required under Section 5.02-4 "Minimum Coverage Requirements," State at its sole discretion, may accept evidence of self-insurance by Lessee, provided Lessee provides the following:

i. Lessee shall provide a statement by a CPA or actuary, satisfactory to State that demonstrates Lessee's financial condition is satisfactory to self-insure any of the required insurance coverages.

ii. State may require Lessee to provide the above from time to time to ensure Lessee's continuing ability to self-insure. If at any time Lessee does not satisfy the self-insurance requirement, Lessee shall immediately purchase insurance as set forth under this Section 5.02-4 entitled "Minimum Coverage Requirements".

iii. Aside from any "self-insurance" guaranteed by the Lessee, it is the responsibility of Lessee to ensure that its contractors, concessionaires, agents, employees, guests, invitees, sub-lessees, or affiliates in, on, under, or above Premises, any adjoining property, or any other property subject to use by Lessee in conjunction with its use of Premises, meet minimum insurance requirements described above.

SECTION 6 DEFAULT

6.01 Breach by Lessee. In the event of any breach of any provision of this Lease by Lessee, the breach, whether material or not, shall be deemed a default entitling State to cancel this lease and seek any other remedies set forth in this Lease or otherwise available at law or equity, after State has delivered to Lessee notice of the breach and a demand that the same be remedied immediately; provided Lessee shall not be in default if the breach pertains to the payment of money and Lessee cures the breach within twenty (20) days of receipt of the notice, or if the breach pertains to a matter other than the payment of any monies due under this lease, and Lessee shall after receipt of the notice promptly commence to cure the breach and shall cure the breach within forty-five (45) days after receipt of the notice; provided, however, if such breach is non-monetary in nature, and, as determined by State, is not reasonably susceptible of being cured in said forty-five (45) days (provided that the lack of funds, or the failure or refusal to spend funds,

shall not be an excuse for a failure to cure), Lessee shall commence to cure such breach within said period and diligently pursue such action with continuity to completion. If Lessee fails to cure a default, all Lessee owned improvements shall at the option of State, be removed by Lessee, be removed by State at the cost to Lessee, or become the property of State.

6.02 Reentry. In the event of any default by Lessee, State shall have the right, with or without canceling the Lease, to reenter the Premises and remove all persons and property from Premises and take whatever actions may be necessary or advisable to relet, protect or preserve the Premises. Any property so removed may be stored in a public warehouse or other suitable place or otherwise disposed of in State's discretion at the expense and for the account of Lessee. State shall not be responsible for any damages or losses suffered by Lessee as a result of such reentry, removal, storage or other disposition, and no such action shall be construed as an election to terminate this Lease unless a written notice of termination is given to Lessee.

6.03 Termination of Agreements. Whether or not State elects to terminate this lease on account of any default by Lessee and subject to any non-disturbance and attornment agreements, if any, State shall have a right to terminate any and all subleases, licenses, concessions or other arrangement for possession affecting Premises. Alternatively, State, in its sole discretion, may succeed to Lessee's interest in such sublease, license, concession or arrangement, and Lessee shall have no further right to or interest in the rent or other consideration receivable thereunder.

6.04 Right to Cure. If Lessee fails to perform any undertaking or promise contained herein, State shall have the right but not the obligation to make such performance thirty (30) days after expiration of the notice to cure defaults stated above. State's expenditures to correct Lessee's failure to perform shall be reimbursed by Lessee together with interest at the rate provided in Section 3.

6.05 Remedies Cumulative. The specified remedies to which State or Lessee may resort under the terms of this lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which State or Lessee may lawfully be entitled in case of any breach or threatened breach by State or Lessee of any provision of this lease.

6.06 Insolvency. If a receiver or trustee is appointed to take possession of all or substantially all of the assets of Lessee; or if any action is taken or suffered by Lessee pursuant to an insolvency, bankruptcy or reorganization act; or if Lessee makes a general assignment for the benefit of its creditors; and if such appointment, action or assignment continues for a period of thirty (30) days, it shall, at State's option, constitute a material breach by Lessee.

SECTION 7 ACCESS ROADS AND ROAD MAINTENANCE

7.01 Access. Provisions for access to Premises are as follows:

1. No Access. State has no legal access to Premises. Lessee is solely responsible for obtaining legal access to Premises. Such access must contain a provision that entitles State to use the access as a licensee to the extent necessary to administer this lease; and Lessee shall provide said license to State within 30 days of execution of this lease.

7.02 Road Repair. Lessee shall repair or cause to be repaired at its sole cost and expense that damage to said road(s) occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road(s).

7.03 Road Maintenance. Road maintenance is defined as work normally necessary to preserve and keep the roads in their present condition or as hereafter improved. The cost of performance of road maintenance and resurfacing shall be the sole responsibility of the Lessee.

SECTION 8 IMPROVEMENTS

8.01 Development Plan. Lessee has submitted and State has approved a development plan, which is attached as Exhibit I. Lessee shall not construct any improvement unless such improvements are authorized in an approved development plan. The development plan shall not be changed without prior written approval by State.

8.02 Utilities. Prior to excavation, clearing, or construction, Lessee will employ a utility locator service, at no cost to State, to check the lease area for buried utilities.

8.03 Unauthorized Improvements. All improvements made on Premises without the written consent of State are unauthorized and shall, at the option of State, be removed by Lessee, be removed by State at the cost to Lessee, or become the property of State.

8.04 Maintenance and Repair of Improvements. Lessee shall maintain and repair all improvements owned by Lessee, at its own cost.

8.05 Removal of Improvements. Lessee shall remove all Lessee owned improvements, including fixtures, from Premises within sixty (60) days from the Termination Date unless otherwise provided herein. In the event State authorizes Lessee owned improvements to remain past the sixty-day period, Lessee shall pay to State the contract rent then in effect from the Termination Date until the improvements are removed. If Lessee fails to remove the improvements at the end of the sixty day period where no extension has been granted or at the end of such other period authorized by State, Lessee shall be in trespass, and such improvements shall be deemed unauthorized improvements subject to disposition as set forth in Section 8.03.

8.06 As-Built Drawing. Within 30 days after the start of operations, Lessee shall provide State with a 8-1/2 x 11 inch as-built drawing of the site, which includes tower footings, buildings, fences, and utilities, and which includes the locations of installed or discovered underground improvements.

8.07 Existing Improvements. All improvements existing on Premises as of the Commencement Date belong to Lessee.

SECTION 9 MISCELLANEOUS

9.01 No Partnership. State is not a partner nor a joint venturer with Lessee in connection with the business carried on under this lease and shall have no obligation with respect to Lessee's debts or other liabilities.

9.02 Non-Waiver. Waiver by either party of strict performance or any provisions of this lease shall not be a waiver of nor prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

9.03 Attorney Fees and Venue. Each party shall be responsible for their own attorney fees in the event of a dispute arising out of this lease except as set forth in Sections 4.12, 5.02, and 9.06. Venue for resolving such disputes shall be in Thurston County Superior Court.

9.04 Interpretation and Numbering. This lease has been submitted to the scrutiny of all parties hereto and their counsel if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by any party hereto or its counsel. Section numbers or titles are not to be considered in interpreting this lease.

9.05 Notices.

1. Any notice given under this lease shall be deemed received when delivered by hand or three (3) days after deposit in the United States mail with first class postage affixed addressed as follows: At the address given by each party in the signature block of this lease. Changes of address may be given in accordance with this section.

2. Lessee shall notify State within fourteen (14) calendar days of any change of address, business name, contact person's name or other changes that may affect the lease.

9.06 Liens. Lessee shall not suffer nor permit any lien to be filed against Lessee's leasehold interest in Premises or any improvement thereon by reason of work, labor, services or materials performed or supplied to Lessee or anyone holding Premises or any part thereof under the lease. If any such lien is filed against Lessee's leasehold interest or any improvements thereon, Lessee shall cause the same to be discharged of record within thirty (30) days after the date of filing the

same unless other arrangements are authorized in writing by State. Lessee shall indemnify State for any costs, damages or expenses (including attorneys' fees) incurred as a result of the filing of such liens or in obtaining their discharge whether such costs, damages or expenses were incurred prior or subsequent to lease termination.

9.07 Force Majeure. State's or Lessee's failure to perform any of its obligations under this lease shall be excused if due to causes beyond its control and without the fault or negligence of State or Lessee, including but not restricted to acts of God, acts of the public enemy, acts of any government, vandalism, fires, lightning, floods, epidemics or labor strikes.

9.08 Preservation of Markers. Any legal land subdivision survey corners, reference points or monuments are to be preserved. If such are destroyed or disturbed by Lessee, Lessee shall reestablish them by a licensed land surveyor in accordance with U. S. General Land Office standards at their own expense. Corners, reference points or monuments that must necessarily be disturbed or destroyed in the process of carrying out the operations allowed by this lease must be adequately referenced and/or replaced in accordance with RCW 58.24.040 (6). Such references must be approved by State prior to removal of said corners, reference points or monuments.

9.09 Condemnation. If all of Premises is taken by any public authority under the power of eminent domain, this lease shall terminate as of the date possession was taken by said public authority pursuant to such condemnation. If any part of Premises is so taken and, in the opinion of either State or Lessee, it is not economically feasible to continue this lease in effect, either party may terminate this lease. Such termination by either party shall be made by notice to the other given not later than thirty (30) days after possession is so taken, the termination to be effective as of the later of thirty (30) days after said notice or the date possession is taken. If part of Premises is so taken and neither State nor Lessee elects to terminate this lease, or until termination is effective, as the case may be, the rental shall be abated in the same proportion as the portion of Premises so taken bears to the whole of Premises. All damages awarded for the taking or damaging of all or any part of Premises, or State-owned improvements thereon, shall belong to and become the property of State and Lessee hereby assigns to State any and all claims to such award. However, State shall not claim any interest in or to personal property or authorized improvements belonging to Lessee.

9.10 Exhibits. This lease is subject to the terms and conditions of exhibits referenced herein, which are attached hereto and by this reference, made a part hereof.

List of Exhibits

Exhibit A	Legal Description and Survey Plat
Exhibit B	Encumbrances (Subject to Leases)
Exhibit C	Technical Data Sheet(s)
Exhibit D	Communication Site Standards
Exhibit E	Road Access Map(s)

List of Exhibits (if applicable)

Exhibit F	Other Easement Agreements
Exhibit G	Requirements of the Incidental Take Permit (ITP) (use only if the Lease is in an HCP Permit area)
Exhibit H	Requirements of the Habitat Conservation Plan (HCP) (use only if the lease is in an HCP Permit area)
Exhibit I	Development Plan Drawing

SECTION 10 AMATEUR RADIO OPERATORS

10.01 Subsidized Rent. An amateur radio operator may qualify for rent subsidy below the amount set forth in Section 3- 3.01 1. For an amateur radio operator or group to qualify for a subsidized rent of one hundred dollars (\$100.00) per year, per site, per lessee, the amateur radio operator shall provide State with documentation of the following:

1. The radio frequency must be registered and in good standing with State's radio amateur civil emergency services and amateur radio emergency services organizations,
OR
2. Lessee must sign a statement of public service, or provide documentation from the Department of Emergency Management, AND
3. Lessee shall maintain its repeater(s) as OPEN REPEATERS, for use by all licensed amateurs to help ensure an expanded emergency communication system.

10.02 Lessee shall list the repeater(s) in the American Radio Relay League (AARRL) Repeater Handbook as "o" (if not listed, an application for listing shall have been made). If an additional note in the Handbook indicates that access to the repeater is by sub-audible tones, it is understood that the tones to access the repeater shall be published in a document available to all amateurs in order to ensure that the repeater can be used by any licensed amateur in times of emergency.

10.03 Lessee shall furnish State a letter stating that the frequency(ies) to be used have been coordinated by the Eastern Washington Amateur Relay Association (EWARA) or the Western Washington Amateur Relay Association (WWARA) or any other recognized amateur frequency coordination body.

10.04 The Washington State Legislature's biennial budget appropriations shall account for the estimated difference between the one hundred dollars per year, per site, per lessee, paid by the qualified amateur operators and the market rent for amateur operators as established by the Department of Natural Resources. Should the legislature fail to provide funding, or if the above documentation of amateur repeater operation is not provided, and amateur status is not maintained with the Department of Emergency Management, Lessee will no longer qualify for the one hundred dollar per year rate. In such event, the rent indicated in Section 3 Payment of this lease will be in effect and due on the next lease anniversary date following the failure of

Lessee to qualify for the reduced rental rate, or the failure of the legislature to appropriate adequate funding for the rent subsidy for this lease.

10.05 Lessee shall, upon sixty (60) days written notice, from State, relocate any or all of its equipment to accommodate the reasonable requirements of existing or potential commercial users. Lessee shall, upon sixty (60) days written notice, from State, vacate, in whole or in part, Premises if such is required by existing or potential commercial users; provided, that Lessee need not relocate or vacate upon payment of the commercial rent as set forth in the current Department of Natural Resources rent schedule.

Signed this 14th day of November, 2003

Management, Inc.
AMERICAN TOWER CORPORATION

Jillian Mitchell

UBI No. _____

Address: _____

Phone: _____

Signed this 10th day of December, 2003

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Victoria Christiansen
~~RAY LASMANIS~~ VICTORIA CHRISTIANSEN
Southwest Region Manager
Pacific Cascade
601 Bond Street- Road
Castle Rock, WA 98611
(360) 577-2025



Standard Communications Site Lease
Approved as to Form Date January 11, 2002.
by James Schwartz
Assistant Attorney General
State of Washington

**NOTARIAL CERTIFICATE
ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY**

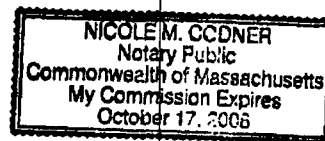
STATE OF Massachusetts
COUNTY OF Middlesex)ss.

I certify that I know or have satisfactory evidence that Jo Ellen Mitchell
[name(s)] (is / are) the person(s) who
appeared before me, and said person(s) acknowledged that (he / she / they) signed this
instrument, on oath stated that (he / she / they) (was / were) authorized to execute the
instrument, and acknowledged it as the Vice President [office(s) or Management, Inc.
title(s)] of American Tower Corporation (business name of the Lessee)
to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in the
instrument.

DATED: November 14, 2003

(Seal or Stamp)

Nicole M. Codner
NOTARY PUBLIC in and for the
State of _____
My appointment expires _____



STATE'S ACKNOWLEDGMENT

State of Washington

County of Cowlitz

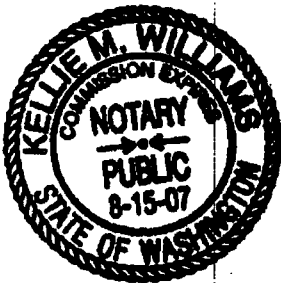
I certify that I know or have satisfactory evidence that Victoria Christensen is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Region Manager of the Department of Natural Resources, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12/10/03

Kellie M Williams
(Signature)

(Seal or stamp)

Kellie M Williams
(Print Name)
Notary Public in and for the State of
Washington, residing at
Longview



My appointment expires 8/15/07

EXHIBIT A
LEGAL DESCRIPTION AND SURVEY PLAT
LIVINGSTON MT. COMMUNICATION SITE

A tract of land in the N½NW¼ of Section 7, Township 2 North, Range 4 East, W.M., in Clark County, Washington, being more particularly described as follows:

Beginning at a point which is south 100.78 feet and east 1,177.99 feet from the northwest corner of Section 7, Township 2 North, Range 4 East, W.M., thence S89°48'33" E 400.00 feet; thence S 0°11'27" W 400.00 feet; thence N 89°48'33" W 400.00 feet; thence N 0°11'27" E 400.00 feet; to the point of beginning; containing an area of 3.67 acres, more or less.

**EXHIBIT B
ENCUMBRANCES**

Application No: 52-072653
Region: Southwest
County: Clark
Applicant: American Tower Management Inc.

	<u>Site</u>	<u>Twp</u>	<u>Rge</u>	<u>Trust</u>	
Portions of: Sec N½NW¼		07	02N	04E FB	Transfer (01)

	<u>Access</u>	<u>Twp</u>	<u>Rge</u>	<u>Trust</u>	
E½SE¼NW¼		12	02N	03E FB	Transfer (01)

Encumbrances

Class	Number	Event	Term	Agent	Date Gtd
ESE	50-0F3930	COMMSITE	INDEF	AT&T Communications Pac NW	08/10/1961
ESE	50-027969	ROAD	INDEF	DNR	08/28/1962
ESE	50-027092	ROAD	INDEF	DNR	03/20/1961
ESE	50-034678	ROAD	INDEF	Clark County	07/20/1970
LSE	52-070877	COMMSITE	11/30/2003	KING Broadcasting Company	
LSE	52-071858	COMMSITE	09/13/2001	Oregon Air National Guard	

Special Notations

Also Known as Livingston Mountain.
ASMNT 79-000 255 DRAIN INDEF Lacamas Lake Drainage Basin

Title Examiner: Tamiko Ward **Date:** 11/30/2000

Application 

Register/TB _____

Instrument

Register/TB _____

EXHIBIT C
TECHNICAL DATA SHEETS

Note: American Tower Corporation is acting as a master lessee and is not operating radios or communication equipment.

All sublessees must submit individual Data Sheets to American Tower Corporation. American Tower Corporation will then submit a copy of the Technical Data Sheet to the State.

All sublessees will operate their communication equipment in accordance with the Technical Data Sheet and regulatory agency licensing the sublessee.

EXHIBIT D
DEPARTMENT OF NATURAL RESOURCES
MINIMUM COMMUNICATION SITE STANDARDS

1. State retains the right to inspect Lessee's equipment with 21 calendar days advance written notice to ensure compliance with site standards presently in effect or as may be amended. This clause shall not be construed as a duty to inspect.
2. Each transmitter at the site will be identified with the DNR document number, name of a person or service agency responsible for repairs, their telephone number, equipment receive frequency, and equipment transmit/receive tone frequencies.
3. All communications fixed transmitter installations shall employ isolators or alternative techniques meeting the same criteria, to minimize spurious radiation and intermodulation products. Additional filtering may be required according to frequency and interconnect devices as listed below. As the industry progresses, superior devices may be available and installed only with the written approval of State.
 - a. Transmitters in the 29.8 to 54 MHZ range shall have a low pass filter, band pass filter or cavity providing a minimum of 30 dB of attenuation removed 1.0 MHZ from the operating frequency.
 - b. Transmitters in the 66 to 88 MHZ range shall have at least 25 dB of isolation followed by a band pass cavity providing at least 20 dB of attenuation 1.0 MHZ removed from the operating frequency.
 - c. Transmitters in the 88 to 108 MHZ range operating at a power level of 350 watts or less shall have at least 25 dB of isolation followed by a band pass cavity providing at least 35 dB of attenuation 1.0 MHZ from the operating frequency.
 - d. Transmitters in the 88 to 108 MHZ range operating at a power level above 350 watts shall have a band pass cavity providing at least 25 dB of attenuation 1.4 MHZ from the operating frequency.
 - e. Transmitters in the 130 to 225 MHZ range shall have at least 50 dB of isolation followed by a low pass filter and a band pass cavity with a minimum of 15 dB of attenuation 1.0 MHZ removed from the operating frequency.
 - f. Transmitters in the 400 to 470 MHZ range shall have at least 50 dB of isolation followed by a low pass filter and a band pass cavity with a minimum of 15 dB of attenuation 2.0 MHZ removed from the operating frequency.

- g. Transmitters in the 806 to 990 MHZ range shall have at least 50 dB of isolation followed by a low pass filter or a band pass filter with a minimum of 15 dB of attenuation 10 MHZ removed from the operating frequency and 40 dB of attenuation at 20 MHZ. Where mixed services share a common site, series cavities need 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 for 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 capable 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.
- j. All equipment shall be licensed and operated in full accordance with all applicable rules and regulations of the regulating agency (FCC, NTIA). There shall be no modifications that violate "FCC Type Acceptance."
- k. Every effort should be made to protect the equipment from lightning damage. Feed-through lightning protectors shall be used on all coaxial cable connections to equipment enclosures. Gas, gap and MOV and Silicone Avalanche Diode (SAD) protectors shall be used in control, audio, telephone and power connections.
- l. Radios, equipment and batteries installed shall use support equipment that is braced, anchored and/or secured in a manner that prevents or reduces possible damage due to an earthquake.

5. Interference Policy Statement:

- a. In the event radio interference (RI) or physical interference occurs, all users of the site are required to participate in solving the problem by providing technical personnel and test equipment to locate the source of the specific problem. All equipment must be maintained in good working order and meet original manufacturers and FCC specification for reduction of transmitter spurious radiation. In the event radio interference (RI) occurs, and these standards are complied with, additional isolators, filters, cavities, etc., may be required to correct specific problems.
- b. Involved systems not in full compliance with these standards shall be required to comply immediately at their own expense.
- c. State has the right to require the offending transmitter owner/operator to finance the required corrections or equipment necessary to correct the problem. State at it's option may allow the affected receiver owner/operator to provide the necessary equipment (if one so chooses) for installation by the offender without surrendering ownership of the equipment and expect its use to be uninterrupted, i.e., not taken out of service without notifying the owner.
- d. The 2.0 GHZ band is being developed. It is unknown at this time what interference may be expected or caused and what products will be available for interference mitigation. Policies and standards will be developed as needed.

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

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.**

EXHIBIT F

OTHER EASEMENTS TO ACCESS SITE

None.

EXHIBIT G

REQUIREMENTS OF THE INCIDENTAL TAKE PERMIT (ITP)

1. Lessee shall immediately notify the Lease Administrator of new locations of permit species covered in the Incidental Take permit (ITP) that are discovered within the area covered by the Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; and Oregon silverspot butterflies. In all circumstances notification must occur within a 24 hour time period.
2. Upon locating any live, dead, injured, or sick specimens of any listed species covered by the ITP, Lessee shall immediately notify the Lease Administrator. In all circumstances notification must occur within a 24 hour time period. Lessee shall notify the Lease Administrator if there is any doubt as to the identification of a discovered permit species. Lessees may be required to take certain actions to help the Lease Administrator safeguard the well-being of any live, injured or sick specimens of any listed species discovered, until the proper disposition of such specimens can be determined by the Lease Administrator. Any such requirements will be explained to Lessee by the Lease Administrator during the Pre-Lease Conference.
3. Lessee shall refer to ITP number PRT – 812521 (a copy of the ITP is located for Reference in the region office) in all correspondence and reports concerning permit activities.
4. All applicable provisions of the ITP and this schedule must be presented and clearly explained by Lessee to all authorized officers, employees, contractors, or agents of Lessee conducting authorized activities on the Property. Any questions Lessee may have about the ITP should be directed to the Lease administrator.

EXHIBIT H

Requirements of the Habitat Conservation Plan (HCP)

The information for the HCP is not needed because this communication site lease is located in an existing communication building and tower and the road to the communication site lease has been in existence since 1957.

EXHIBIT I
SITE DEVELOPMENT PLAN

American Tower Corporation (ATC) agrees to maintain, repair, operate, and manage the existing facilities located at the site as a master lessee and owner of said facilities. It is understood by the Department of Natural Resources (DNR) that ATC will not operate electronic equipment, but will serve as the master lessee (manager of the site) subleasing space in the building and space on the tower for commercial purposes. ATC agrees to comply with the current DNR rent schedule governing the determination of rent for specific radio equipment. Annual rents for any other types of communication uses of the site by a sublessee, that is not covered in the current DNR rent schedule, will be agreed to by ATC and DNR.

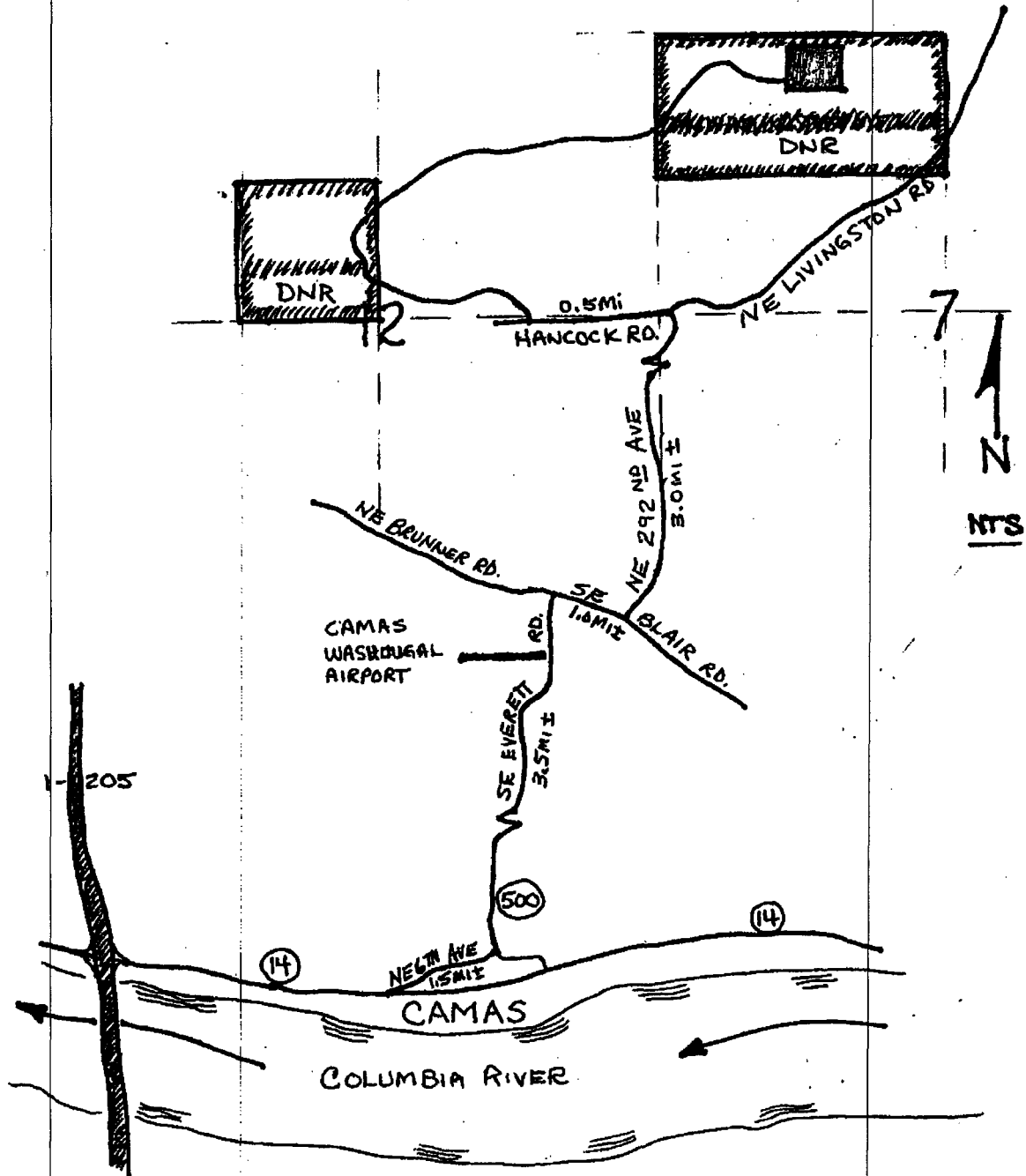
Any additional development of the site by ATC will be required to have written approval from DNR.

There is no schedule for additional development in the plan at this time.

American Tower Corporation Management

EXHIBIT E
MAP OF ACCESS TO SITE

LIVINGSTON MT.
Section 7, Township 2 North, Range 4 East, W.M.



SCHEDULE

LICENSE OF SPACE

This Schedule is executed and delivered pursuant to that certain Master Tower Space License Agreement between Licensors and Licensee dated November 7, 2003 (the "Master Agreement"). All terms and conditions of the Master Agreement are incorporated herein by reference and made a part hereof for all purposes.

The following space shall be licensed on the terms indicated below:

Licensee Information:

Licensee's Name: VoiceStream PV/SS PCS L.P., its General Partner, as a Delaware limited partnership

Notice Address: VoiceStream PCS I L.L.C.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Leasing Administrator

Contact Name: Maria Emig
Contact Number: 425-398-7614
Fax Number: 425-398-7699
Real Estate/
Site Acquisition contact: Maria Emig / 425-398-7614
Construction contact: Dave Fisher / 503-267-0717

Licensors Information:

Notice Address: American Tower Management, LLC
c/o American Tower Corporation
10 Presidential Way
Woburn, MA 01801

Contact Name: Contracts Manager
Contact Number: (781) 926-4500
Fax Number: (781) 926-4555
Construction contact: Darren Lawson / 206-484-7064

Remittance Address: American Tower Management, LLC
c/o American Tower Corporation
Dept. 5305
P.O. Box 30000
Hartford, CT 06150-5305

Tower Information:

Licensors Tower Name: Livingston Mountain
Coordinates: 45-40-44N 122-21-50.9W
Licensors Tower Number: 89540
Licensees Tower Name: Livingston Mt/ATC
Licensees Tower Number: PO1629C
Licensors Contract Number: TBD

Licensee Fees and Term:

License Commencement Date: The earlier of: (i) commencement of installation of Licensees equipment, or (ii) April 1, 2005.

License Fee: One Thousand Five Hundred 00/100Dollars (\$1,500.00), payable monthly.

Refer to Section 4.2 of the Master Agreement for the duration of the Term (including renewal periods) and Section 6.1 of the Master Agreement for the annual escalation of the License Fee.

Administrative Fees:

All Administrative Fees shall increase on January 1, 2010, January 1, 2015, and January 1, 2020 by an amount equal to twenty percent (20%) of the Fee payable in the immediately preceding year.

"Administrative Fees" shall mean only the following:

Site Inspection Fee pursuant to Section 12.4(b)	\$2,500.00
-------------------------------------------------	------------

Licensee Equipment Information:

Licensee's Equipment and its location at the Site are as set forth in Exhibit A, which is incorporated herein by reference and made a part hereof.

Site Drawings/Structurals (if any) are attached hereto as Exhibit B.

Other Provisions:

- a) Notwithstanding anything to the contrary in the Master Agreement, the offer to Licensee expressed in this Schedule shall automatically become null and void with no further obligation by either party hereto if a structural analysis of the Site completed after the execution of this Schedule by Licensors but before the commencement of the installation of Licensee's Equipment indicates that the Site is not suitable for Licensee's Equipment unless Licensors and Licensee mutually agree that structural modifications or repairs shall be made to the Site on mutually agreeable terms.

[SIGNATURES ARE ON THE NEXT PAGE]

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

Agreed to and Accepted by:

LICENSEE:

VoiceStream PV/SS PCS L.P., its General Partner, as a Delaware limited partnership

By: _____

Name: Tung Bui

Title: Northwest Area Director

Date: _____

Agreed to and Accepted by:

LICENSOR:

American Tower Management, LLC, a Delaware limited liability company

By: American Towers, Inc., its sole member

By: _____

Name: Yannis Macheras

Title: Director, Colocation & Administration

Date: _____

The offer of license expressed in this Schedule shall automatically expire and become void if not accepted by Licensee and such acceptance received by Licensor within fifteen (15) Business Days from the date of Licensor's signature first above-written and Licensor has sent the Site Information via U.S. Mail to Licensee's Real Estate/Site Acquisition [SUBSTITUTE APPROPRIATE CONTACT IF DIFFERENT FROM WHAT IS LISTED] contact specified in the application form for the applicable Tower space.

This Schedule does not constitute Licensed Space until completed and executed by both parties in accordance with Section 3.

After recording return to:

David D. Jahn
Heurlin, Potter, Jahn, et al.
P.O. Box 611
Vancouver, WA 98666-0611

ACCESS EASEMENT AND ROAD MAINTENANCE AGREEMENT

Grantor: Homola/Lipka Partnership, a Washington general partnership

Grantee: American Tower Management, Inc., a Delaware corporation

Legal Description (abbreviated):

Tax Parcel Number:

Reference No. of Related Documents:

limited
liability
company

A

This Access Easement and Road Maintenance Agreement ("Agreement") is made and entered into by and between Homola Lipka Partnership ("Grantor"), American Tower Management, Inc., a Delaware corporation ("Grantee"), and State of Washington, Department of Natural Resources ("State").

WITNESSETH

WHEREAS, State and Grantee entered into that certain lease agreement dated July 1, 2002 (the "Lease"), whereby Grantee leased a portion of real property, together with certain rights of way and easements for ingress, egress, and public utilities, legally described in Exhibit 1 attached hereto and incorporated by reference herein (the "Leased Premises"), for the construction, operation, maintenance, demolition, reconstruction, restoration or replacement of a multi-use communications facility; and

WHEREAS, Grantor is the owner of certain real property located in Clark County, State of Washington legally described in the attached Exhibit 2 and incorporated by reference herein (the "Servient Property"); and

WHEREAS, Grantor desires to convey an access easement (the "Easement") to Grantee and Grantee desires to accept the conveyance of such Easement, the purposes and scope of which are set forth below; and

WHEREAS, Grantor represents and warrants that Grantor owns the Servient Property and has the unrestricted right to grant this Easement;

NOW THEREFORE, in consideration of the sum of Sixteen Thousand Seven Hundred and Thirty-Three and No/Dollars (\$16,733.00) and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Grantor grants and conveys unto Grantee as follows:

1. The above-referenced recitals are hereby made a part of this Agreement and incorporated by reference herein.
2. Grantor hereby irrevocably grants unto Grantee and Grantee's transferees, lessees, licensees, sublessees, successors, assigns and any person claiming by, through or under Grantee, a non-exclusive Easement for the purposes of ingress and egress over and across the Servient Property, seven (7) days a weeks, twenty-four (24) hours a day, on foot or motor vehicle, including trucks. The legal description and map of the Easement are attached hereto as Exhibits A, B, D and E respectively, and incorporated by reference herein. Grantee may assign or transfer its rights under this Easement only in conjunction with its assignment or transfer of the Lease, which assignment shall be effective upon providing notice of such assignment to Grantor. Grantor shall have the right to use the Easement for all lawful purposes not otherwise prohibited under this Agreement.
3. The rights, covenants and agreement contained herein shall be appurtenant to the Leased Property, shall run with the land and shall bind and benefit the Parties hereto and their respective transferees, successors, assigns and any person claiming by, through or under either Party to this instrument.
4. Subject to paragraph 4.1 below, the Easement described in paragraph 2 above and all improvements thereto, including the gate located at the entrance to Lookout Road, shall at all times be maintained and repaired by all Grantees of the Easement equally, at their sole cost and expense. The Grantees and their successors and assigns shall be responsible for maintaining and repairing the Easement in good driveable condition at all times.
 - 4.1 Notwithstanding the Grantee's obligation to maintain the Easement as provided for in paragraph 4 above, the Grantor may elect after written notice to the Grantees, to maintain and repair the Easement and each Grantee and their successors and assigns, shall thereafter pay to the Grantor the sum of \$200 per year, payable on the 15th day of January of each year, until such time as the responsibility for the Easement maintenance and repair is either transferred to annexed by the Grantor to the Diamond Ridge Homeowners Association or returned to the Grantees after written notice to the Grantees.
 - 4.2 State (Department of Natural Resources) as Grantee of the Easement shall be excluded from the Easement maintenance obligation provided for in paragraph 4. Provided however, if the State or its successors or assigns use the Easement


for the purposes of transporting timber and/or logs, rock or other materials, then the State shall pay to Grantor a fee in an amount equal to the fee then charged by the State to contractors and other parties for use of State roadways for such purposes.


5. Grantor and Grantee each agree to assume all risks associated with their respective use of the Easement and further agree to hold each other harmless with respect to any and all damages, losses, claims or costs arising from their use of the Road unless such damages, losses, claims or costs are the result of the gross negligence or recklessness of the non-injured party.

6. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Washington.

7. Any notice or other communications by either party to the other shall be in writing and shall be given and be deemed to have been received by registered or certified mail, addressed as follows, or to any such address as either party may provide to the other from time to time.

GRANTOR: Homola Lipka Partnership
26110 NE 209th Street
Battle Ground, WA 98604

GRANTEE: American Tower Management, Inc. 
10 Presidential Way
Woburn, MA 01801
ATTENTION: Land Management

With a copy to: American Tower Management, Inc. 
116 Huntington Avenue
Boston, MA 02116
Attn: Legal

8. For and in consideration of the easements granted by Grantor to Grantee pursuant to paragraph 2 above, the State hereby releases and forever quitclaims to Grantor, and to their successors and assigns, all the right, title, interest, estate, claim and demand, both in law and in equity, that Grantee may have with respect to that certain easement for ingress, egress, and utilities as described in Exhibit C hereto and by this reference made a part hereof.

GRANTOR

Homola Lipka Partnership

By: [Signature]
Jeffrey N. Lipka, Partner

By: [Signature]
Timothy L. Homola, Partner

State of Washington
Department of Natural Resources

By: _____
Its: _____

GRANTEE:

American Tower Management, Inc., LLC
a Delaware corporation *limited liability company*
By: [Signature]
Jason D. Hirsch
Its: Director, Land Management

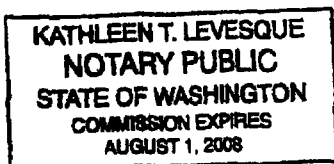
STATE OF WASHINGTON)

County of Clark)

ss.

On this day personally appeared before me Jeffrey N. Lipka and Timothy L. Homola as Partners of Homola/Lipka Partnership, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand this 7th day of March, 2006.



Kathleen T. Levesque
NOTARY PUBLIC in and for the State of
Washington, residing at Vancouver Canada
My commission expires: 8/1/08

STATE OF ~~WASHINGTON~~)

County of ~~Clark~~ Middlesex)

ss.

On this day personally appeared before me Jason D. Hirsch as Director Land Management of American Tower Management, Inc., to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand this 11th day of May, 2006.



Vartan A. Kazandjian
NOTARY PUBLIC in and for the State of
Mass. Washington, residing at Vancouver WA Okun MA
My commission expires: 5/11/06

EXHIBIT 2

Bluhm & Associates

LAND SURVEYORS, INC.

KEVIN BLUHM, P.L.S.
JOHN BENTLEY, P.L.S.

PHONE (360) 748-1551
FAX (360) 748-6282
JOB #04-158-1
COMP #3

1068 S. MARKET BLVD
CHIHALL, WA 98532

LOT 1

That portion of the Southwest Quarter of the Northeast Quarter of Section 12, Township 2 North, Range 3 East, W.M., Clark County, Washington more particularly described as follows:

Commencing at the Southwest Corner of said subdivision; thence $N01^{\circ}24'37''E$ along the west line of said subdivision a distance of 566.01 feet to the True Point of Beginning; thence continuing $N01^{\circ}24'37''E$ along said west line a distance of 352.36 feet; thence $N87^{\circ}47'48''E$ a distance of 619.29 feet; thence $S01^{\circ}22'48''W$ a distance of 352.37 feet; thence $S87^{\circ}47'55''W$ a distance of 619.48 feet to the west line of said subdivision and the True Point of Beginning.

Together with and subject to easements of record.

LOT 2

That portion of the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 12, Township 2 North, Range 3 East, W.M., Clark County, Washington more particularly described as follows:

Commencing at the Southwest Corner of said Southwest Quarter of the Northeast Quarter; thence $N01^{\circ}24'37''E$ along the west line of said Southwest Quarter of the Northeast Quarter a distance of 918.37 feet to the True Point of Beginning; thence continuing $N01^{\circ}24'37''E$ along said west line a distance of 259.99 feet; thence $N71^{\circ}28'58''E$ a distance of 657.17 feet to the southerly margin of a 20 foot easement recorded under A.F.N. G-190196 records of Clark County, Washington; thence $S01^{\circ}22'48''W$ a distance of 444.94 feet; thence $S87^{\circ}47'48''W$ a distance of 619.29 feet to the west line of said subdivision and the True Point of Beginning.

Together with and subject to easements of record.

EXHIBIT A

60' EASEMENT

A 60 FOOT easement for ingress, egress, and utilities in the Southwest Quarter of the Northeast Quarter of Section 12, Township 2 North, Range 3 East, W.M., Clark County, Washington, lying 30 feet of even width on each side of the following described centerline:

Commencing at the Northwest Corner of said subdivision; thence $S01^{\circ}24'37''W$ along the west line of said subdivision a distance of 247.92 feet to the True Point of Beginning of said centerline; thence $N61^{\circ}22'54''E$ along said centerline a distance of 403.53 feet to the terminus of said centerline.

(Sidelines of all easements to be extended and/or shortened at course changes so as to terminate at their respective intersections and/or property line.)
