

NOT 9538

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WHEN RECORDED RETURN TO:

BOOK 104 PAGE 214 10^{ES}

FILED FOR RECORD
SKAMANIA CO. WASH
BY CLARK COUNTY TITLE

FEB 12 1 39 PM '87

E. McFarland
AUDITOR

GARY M. OLSON

AMENDMENT TO LEASE

This is an Amendment made November 22, 1986, to that certain Site Lease (the "Lease") entered into on October 2, 1985, by and between Erskine B. Wood, as his separate estate, whose address is Wood, Tatum, Mosser, Brooke, Holden, Attorneys at Law, 1001 S.W. Fifth Ave., Suite 1300, Portland, OR, 97204, Alice Biddle Beebe, Helene Biddle Dick, Christine Biddle Marshal, and Lydia Biddle Middleton, all as trustees under that certain trust instrument dated December 29, 1976, entitled, "Alice T. Biddle Irrevocable Trust" ("Landlords") and MCI Telecommunications Corporation, a Delaware corporation, having an office at 1133 - 19th Street, NW, Washington, D.C., 20036 ("Tenant"). By that Lease, Landlord leased to Tenant for use as a microwave telecommunications site a certain parcel of land measuring approximately sixty feet by fifty-five feet, located on Biddle Butte, Skamania County, Washington, together with certain rights of way and right to park vehicles. The site is as shown on Exhibit A to this Amendment. This Amendment supersedes and replaces any provisions of the Lease which are inconsistent herewith; all other provisions of the Lease remain in full force and effect.

1. The second and third paragraphs of Section 1 of the Lease are deleted and replaced in full as follows:

"TOGETHER WITH 1) any improvements that may be located therein, 2) the non-exclusive right to use the Bonneville Power Administration access road extending from the Premises to the nearest public road, so long as such use will not damage or impair the use of same by BPA or its assigns or permittees and 3) such other non-exclusive rights of way or easements on, over, under, and through the adjoining lands of Landlord as presently exist and as needed by Tenant for the purposes of electricity, gas, water, telephone and any and all other utilities, 4) the right to park vehicles on or about the Premises and the lands immediately adjacent thereto during periods of construction, site inspection and at times of necessary repair work.

IT IS UNDERSTOOD and agreed that Tenant shall have the right to construct, maintain and repair new roads or utilities to said Premises, outside the limits of the existing non-exclusive easements, as are necessary to the purposes of this Lease; and subject to written approval of the Landlord and Landlord's successors as pertains to location, design, methods of construction and maintenance provided that the foregoing will not be used by Landlord to unreasonably withhold permission for same."

Registered 6
Indexed, Dir
Indirect
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Mailed

SKAMANIA COUNTY TREASURER

PAID

REAL ESTATE EXCISE TAX

FEB 12 1987

1-5-9-1300

11. Section 5 of the Lease is hereby deleted and replaced by the following new Section 5, which reads in full as follows:

"5. Tenant shall have the right to fence the Premises but Tenant agrees not to fence the right of way. Subsequent to the execution of this Lease Tenant may enter upon the Premises and use same according to its provisions. During construction Tenant may enter adjacent lands for the purpose of making surveys and conducting soil, engineering and other tests and may trim trees as necessary in connection therewith, provided the cutting of any trees over 6" dia. will be subject to approval of Landlord or Landlord's successors. Tenant shall have the right to clear and to keep clear the Premises. The non-exclusive road right of way and non-exclusive utilities easements may be kept clear and maintained as necessary and in conformance with the needs of the other users. If the construction or maintenance of the tower results in damage to any adjacent lands of Landlord (other than as set forth herein) Tenant shall pay Landlord or Landlord's successors for such damage. Tenant shall burn or otherwise dispose of all branches, brush and debris trimmed or cut by Tenant in conformity with all applicable fire or environmental rules and regulations."

IN WITNESS WHEREOF this Amendment to Lease has been executed as of the day and year first above written.

Witness:

Ellen Storey Wood
William D. Dick

LANDLORD:

Erskine B. Wood
Erskine B. Wood

Alice Biddle Beebe by Helen Biddle Dick atty in fact
Alice Biddle ~~Beebe~~ Beebe

Helene Biddle Dick
Helene Biddle Dick

Christine Biddle Marshall by Helen B. Dick atty in fact
Christine Biddle ~~Middleton~~ Marshall

Lydia Biddle Middleton by Helen B. Dick atty in fact
Lydia Biddle Middleton

Attest:

TENANT:

MCI TELECOMMUNICATIONS CORPORATION



William Darrow Carson
William Darrow Carson
Assistant Secretary

By:

H.P. Scott
H.P. Scott
Vice President,
Transmission Systems Construction

[Acknowledgements Attached]

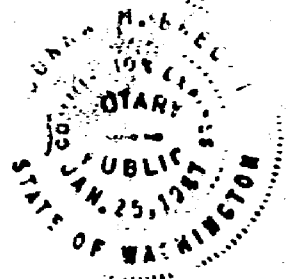
ACKNOWLEDGEMENT OF LANDLORD

STATE OF *Washington*)
COUNTY OF *Clark*) : .SS.:

On this day personally appeared before me *Erskine B. Wood* to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this *22nd* day of November, 1986.

Donna M. Brecht
Notary Public in and for the State of
Washington residing at *Clark Cty.*
My Commission Expires Jan. 25, 1987

Notarial Seal



ACKNOWLEDGEMENT OF LANDLORD

STATE OF *Washington*)
COUNTY OF *Clark*) : .SS.:

On this day personally appeared before me *Helene Biddle Dick* to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this *22nd* day of November, 1986.

Donna M. Brecht
Notary Public in and for the State of
Washington residing at *Clark Cty.*
My Commission Expires Jan. 25, 1986

Notarial Seal



ACKNOWLEDGEMENT OF LANDLORD

STATE OF)
COUNTY OF) : .SS.:

On this day personally appeared before me to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this ____ day of November, 1986.

Notary Public in and for the State of
residing at

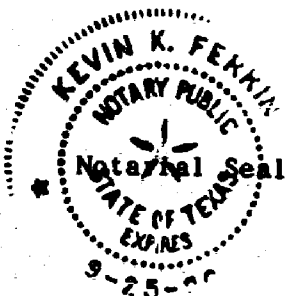
Notarial Seal

ACKNOWLEDGEMENT OF TENANT

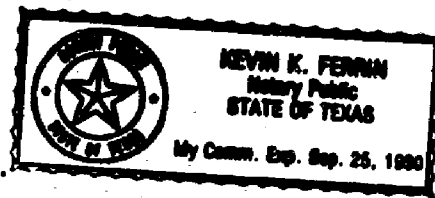
STATE OF TEXAS)
COUNTY OF DALLAS) : .SS.:

On this 3rd day of December, 1986, before me personally appeared H. P. Scott to me known to be the Vice President of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Kevin K. Ferrin
Notary Public in and for the State of
Texas residing at 5151 Verde
Valley #2037, Dallas, Texas 75240
Dallas County



MCI TOWER

Y = 96019.393 LAT. 45° 34' 51.339"
X = 1562.942802 LONG. 122° 12' 24.652"

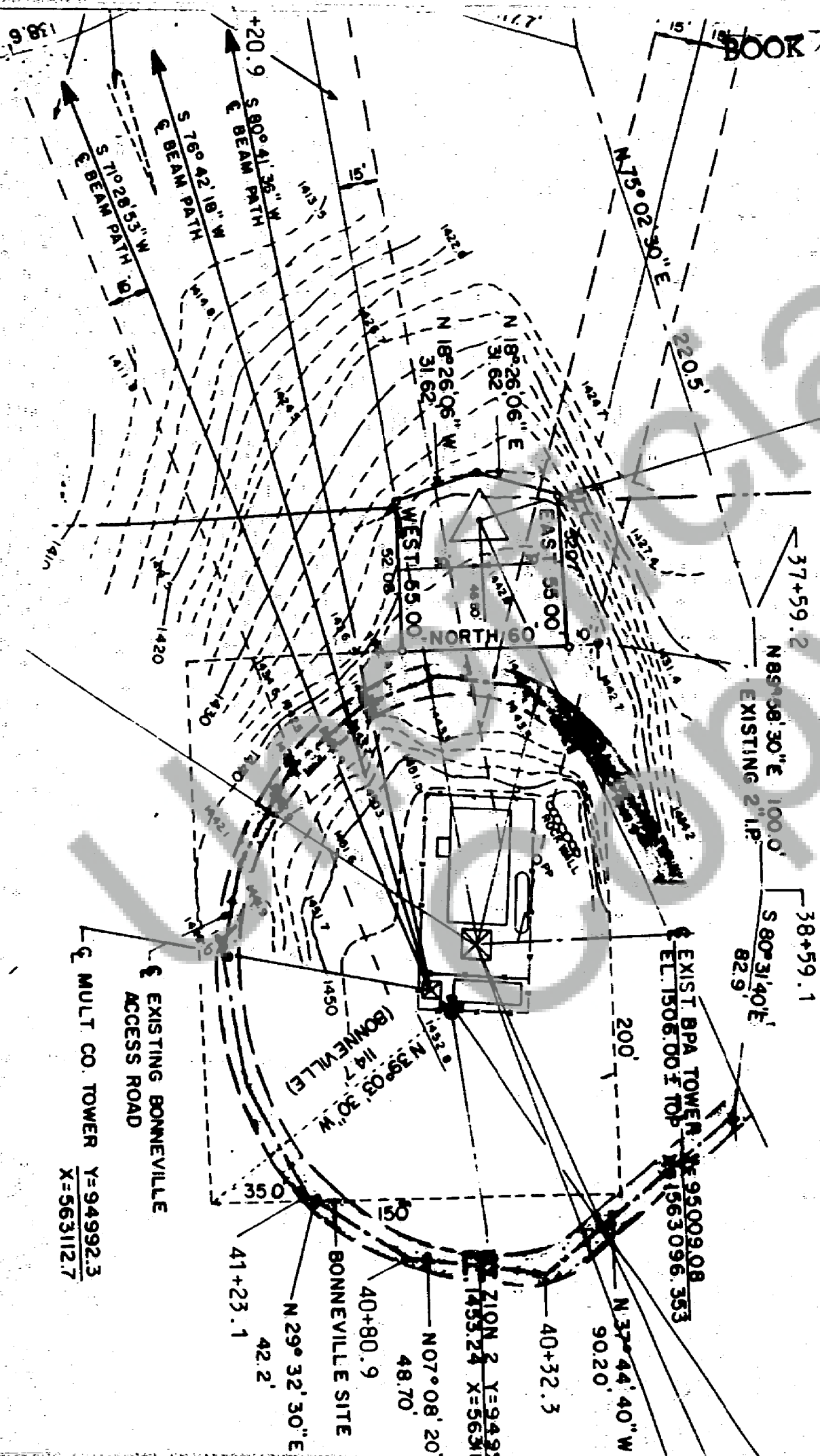


EXHIBIT "B"

Beginning at a point 330 feet North of the corner common to Sections 8, 9, 16 and 17 in Township 1 North, Range 5 East of the Willamette Meridian in Skamania County, Washington; thence East 792 feet; thence North 981.2 feet to the line between the North and South halves of the Southwest quarter of Section 9; thence West along said line 792 feet to the Northwest corner of the South half of the Southwest quarter of Section 9; thence continuing West on the line between the North and South halves of the Southeast quarter of Section 8 a distance of 539.7 feet; thence South 981.2 feet; thence East 539.7 feet to the Point of Beginning.

EXCEPT portion conveyed to U.S.A. under Deed recorded under Auditor's File No. 45005.