

100627

BOOK 100 PAGE 226

Site Name: Biddle Butte, WA

CPI INCREASE



MCI TELECOMMUNICATIONS CORPORATION

SITE LEASE

LEASE made this 24 day of October, 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. 5th Avenue, Suite 1300, Portland, Oregon 97204; and Alice Biddle Beebe, Helene Biddle Dick, Christine Biddle Marshall, and Lydia Biddle Middleton as Trustees under that certain trust instrument dated December 29, 1976, entitled "Alice T. Biddle Irrevocable Trust" (hereinafter called "Landlords") and MCI Telecommunications Corporation, a Delaware corporation, having an office at 1133 19th Street, N.W., Washington, D.C. 20036 (hereinafter called "Tenant").

1. Landlord hereby leases, demises and lets unto Tenant, and Tenant hereby hires from Landlord, for all purposes which Tenant may desire, the parcel of land (hereinafter called the "Premises") measuring approximately 60' x 55' as shown on the plan annexed hereto as Exhibit A.

TOGETHER WITH 1) any improvements that may be located thereon, 2) such non-exclusive rights of way and easements on, over, under and through the adjoining lands of Landlord, extending from the Premises to the nearest convenient public road, and of standard vehicular width, as shall be necessary for ingress and egress to and from the Premises, 3) such other non-exclusive rights of way and easements on, over, under and through the adjoining lands of Landlord as may be required by Tenant for the purpose 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 a roadway over the aforementioned easements, including such work as may be necessary for slope and drainage, and to install such poles, wires, pipes, cables, conduits and related appurtenances as shall be necessary for the proper conduct of Tenant's business and for electricity, water, telephone and gas.

All of the foregoing lying within the property described in Exhibit B annexed hereto.

2. This Lease shall be for a term of 5 years and shall commence on either (a) the date on which Tenant actually starts construction on the Premises or (b) six months from the date of this Lease, whichever occurs first.

- 2 -

3. Tenant shall pay Landlord an annual rental of \$9,600.00 payable in equal quarterly installments of \$2,400.00 each, in advance, on the first day of each and every quarter during the term hereof, commencing on the commencement date of the Lease as provided for in Paragraph 2. The rental payments shall be made as follows: one-half of said payments to be made to Erskine B. Wood and one-half to Helene Biddle Dick at the address as set forth on page 1 of this Lease.

This Lease is made in consideration of the sum of One Hundred Dollars (\$100.00), the receipt of which is hereby acknowledged by Landlord. Such sum shall not be applied toward the initial quarterly lease payments.

4. Tenant shall have the option to renew and extend the term of this Lease upon the same terms and conditions, except as specifically stated herein, for three (3) successive periods of five (5) years each. Tenant shall exercise any one or more of said options by giving written notice of such election to Landlord at any time prior to the expiration of the current five-year term.

At the beginning of the second year that rent shall be payable hereunder and at the beginning of each additional year thereafter, the annual rent payable shall be determined by multiplying the annual rental payable during the first year that the rent shall be payable hereunder (hereinafter called the "Base Rent") by the fraction (the "Fraction") the numerator of which shall be the average of the monthly Consumer Price Indices for the 12 months immediately preceding the date on which the rent is to be adjusted (such numerator hereinafter called "Current Index"), and the denominator of which shall be the average of the monthly Consumer Price Indices for the 12 months immediately preceding the initial date payment of rent will commence under the Lease (such denominator hereinafter called the "Base Index").

As used herein, "Consumer Price Index" shall mean the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for Urban Wage Earners and Clerical Workers based on the smallest geographical area covered by the premises for All Commodities (1967 = 100), or any successor index thereto.

In the event that the Consumer Price Index is converted to a different standard reference base or otherwise revised, the determination of the fixed annual rent for the respective extension or renewal term shall be made with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by the Bureau of Labor Statistics or, if said bureau shall not publish the same, then with the use of such conversion factor, formula or table as may be published by Prentice-Hall, Inc., or any other nationally recognized publisher of similar statistical information. If the Consumer Price Index ceases to be published, and there is no successor thereto, such other

index as Landlord and Tenant shall agree upon in writing shall be substituted for the Consumer Price Index; if Landlord and Tenant are unable to agree as to such substituted index, such matter shall be submitted to arbitration.

5. Tenant shall have the right to fence the Premises but Tenant agrees not to fence the right of way. Tenant may enter upon the Premises and adjacent lands of Landlord from and after the date of execution of this Lease by Landlord for the purpose of making surveys and conducting soil, engineering and other tests and may cut or trim the trees on the Premises or any adjacent lands of Landlord in connection therewith. Tenant shall have the right to clear and thereafter to keep clear the Premises, the right of way, and any utility easement areas, of trees, bushes, rocks and crops. 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 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.

6. Landlord agrees to pay promptly when due all real property taxes and assessments levied or imposed against the lands of Landlord and make all payments under any mortgage affecting the same and in the event Landlord fails so to do, Tenant shall have the right (but not the obligation) to protect its interest hereunder by paying said taxes, assessments, or making such mortgage payments and to deduct any amount so paid from the payments of rent due hereunder.

7. Tenant shall have the right, at any time, and from time to time, during the term of this Lease (or any renewal or extension hereof) to assign this Lease, or sublet the Premises, in whole or in part, without Landlord's consent.

8. Landlord agrees that Tenant may peacefully and quietly enjoy the Premises, the right of way and easements granted hereunder subject, however, to the terms, covenants and conditions contained in this Lease. All of the terms, covenants and conditions hereof shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto and shall be deemed to run with the land.

9. Tenant shall not be deemed in default under this Lease until Landlord has given Tenant at least thirty (30) days written notice of any default hereunder and Tenant has failed to cure the same within thirty (30) days after receipt of such notice.

10. All correspondence relating to this Lease shall be sent to Landlord at 13125 S.E. Evergreen Highway, Vancouver, WA 98664 and to Tenant at 1133 19th St., N.W., Washington, D.C. 20036, Attn: Law Department, Real Estate Administrator.

11. Tenant shall have the right to cancel this Lease upon one

hundred and twenty (120) days written notice to Landlord. If the exercise of such right by Tenant occurs before construction of the tower, this Lease shall become null and void and neither party will have any further obligation to the other. If the exercise of such right by Tenant occurs during the initial term of five (5) years and the construction of the tower has occurred, then Tenant shall pay Landlord the full rent due for the first five-year period. If the exercise of such right occurs after the first five-year period of the term of this Lease, this Lease shall become null and void and neither party will have any further obligation to the other.

12. All buildings, fixtures, towers, improvements and equipment erected, located, placed or constructed by Tenant or its assigns upon the Premises, shall remain personal property of Tenant or its assigns regardless of the manner or mode of attachment and shall be removed by Tenant or its assigns at any time during the term of this Lease (including any renewal or extension term) or within 60 days thereafter. Landlord hereby expressly waives any and all Landlord's liens or claim of such on said buildings, fixtures, towers, improvements and equipment. Upon termination or cancellation of this Lease, Tenant shall remove all buildings, fixtures, towers, improvements and equipment and shall restore the premises to its natural condition.

13. Tenant shall pay all increases in the real property taxes attributable to the Premises over and above the proportion of the 1985 taxes attributable to the Premises.

14. Tenant agrees to indemnify and save harmless Landlord from and against any and all claims, liability, damage or loss to persons, including injury or loss of life, or to property, which may arise out of Tenant's use or occupancy of the Premises, or out of any act of Tenant, its employees, agents and invitees.

15. Landlord represents to Tenant that Landlord is the owner of the Premises and the lands immediately adjacent thereto which comprise the easements and the rights of way, and that such ownership is free and clear of all liens and encumbrances other than those which do not interfere with Tenant's use and operation of the Premises, and that Landlord has the lawful right and authority to execute this Lease and grant such easements and rights of way. Tenant may, after the execution of this Lease by Tenant, obtain an abstract or preliminary title report from a title insurance company of its choice. If the state of title as indicated by said abstract or preliminary title report is other than as represented herein, or such abstract or title report shall show any liens or encumbrances which interfere with Tenant's use and operation of the Premises, Tenant shall have the right to either (a) discharge such liens or encumbrances of record, if possible, and deduct the cost thereof from the payments of rent to become due hereunder, or (b) cancel this Lease upon written notice to Landlord. Landlord agrees to cooperate with Tenant in curing such title defects.

- 5 -

16. Landlord agrees to execute and deliver a memorandum of this Lease in recordable form, upon the request of Tenant, and to execute and deliver such other documents, amendments and agreements, such as, but not limited to, easements, licenses and zoning and building applications, as Tenant shall require for the proper conduct of its business and in order to carry out the purpose and intent of this Lease, so long as such documents, amendments and agreements are not inconsistent with and do not materially change the general intent of this Lease.

17. This Lease is subject to the rights of Multnomah County under Access and Beam Path Easements dated 6/20/77 recorded number 84692, Book 73, Page 351, Skamania County records; and the access rights of the United States of America under Warranty Deed dated November 18, 1952 and beam path rights of the United States of America under Beam Path Easement dated March 27, 1970, recorded number 72013, Book 61, Page 627, Skamania County records.

18. Tenant understands that Landlord may convey the balance of Landlord's property, other than Premises, on Biddle Butte to the Trust for Public Lands or other purchaser or grantee.

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

Witness:

John B. Ulaifel

LANDLORD:

Erskine B. Wood
Erskine B. Wood

Alice Biddle Beebe
Alice Biddle Beebe

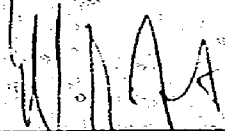
Helene Biddle Dick
Helene Biddle Dick

Christine Biddle Marshall
Christine Biddle Marshall

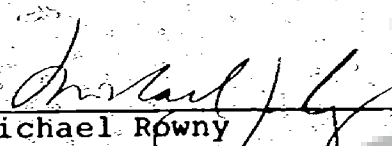
Lydia Biddle Middleton
Lydia Biddle Middleton

by Helene Biddle Dick, atty. in fact

Attest:


~~Cr. Bolton-Smith Jr.~~ Edward C.
Assistant Secretary *Freitag*

TENANT:
MCI TELECOMMUNICATIONS CORPORATION

By: 
Michael Rowny
Senior Vice President

[Acknowledgements Attached]

Unofficial Copy

POWER OF ATTORNEY

We and each of us do hereby appoint our sister, Helene Biddle Dick, as our attorney-in-fact to sell and or lease the property in Skamania County commonly known as Mt. Zion or Biddle Butte, to such parties, and on such terms, prices, and conditions as she in her sole discretion may see fit, and to execute on our behalf any and all contracts, deeds, leases or other documents necessary or pertaining thereto, as fully as we could do if personally present:

Dated July 21, 1985

ALICE BIDDLE BEEBE

CHRISTINE BIDDLE MARSHALL

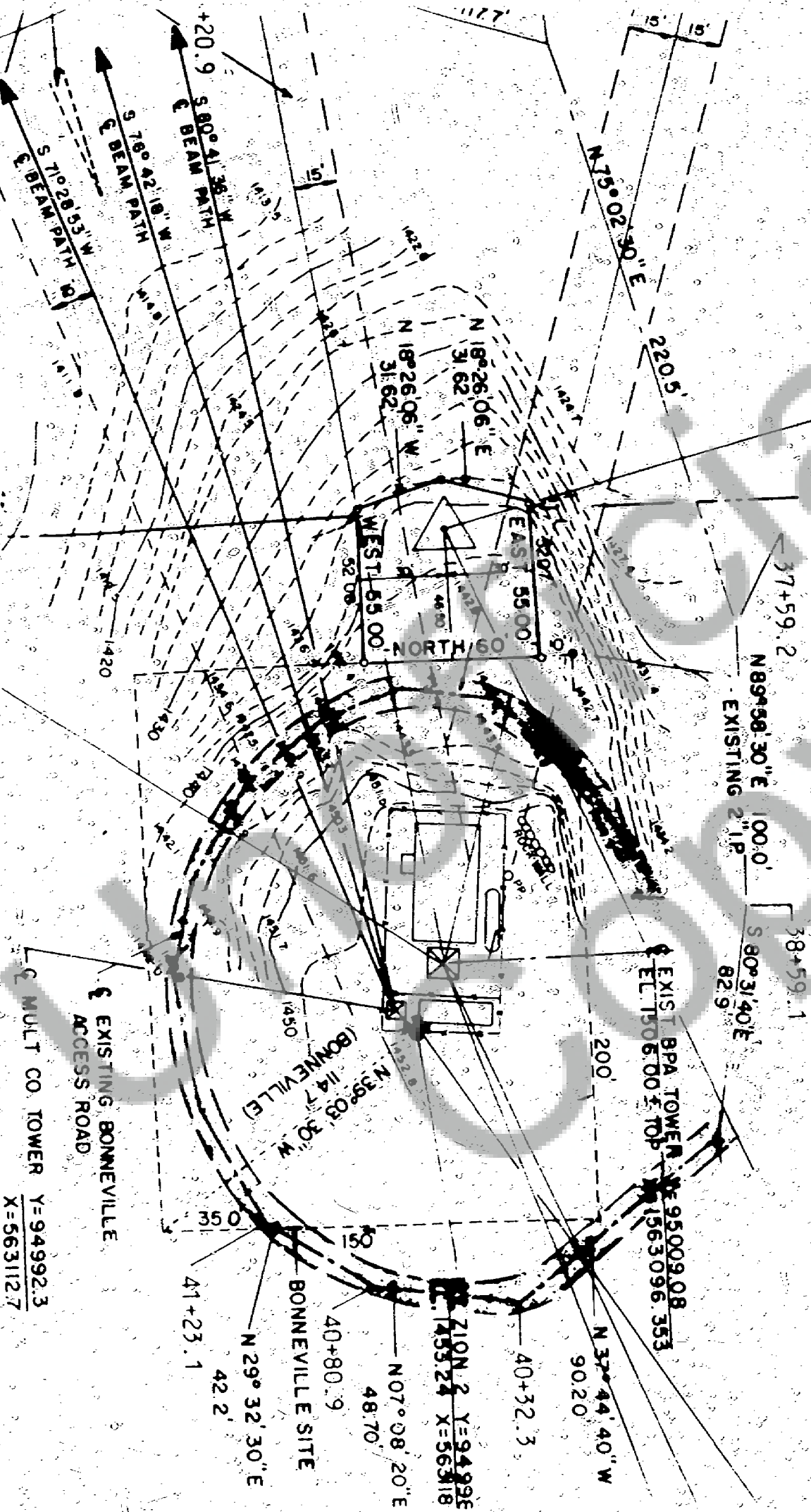
Lydia Biddle Middleton

LYDIA BIDDLE MIDDLETON

*for Lydia Biddle
Middleton*

EXHIBIT "A"

MCI TOWER
Y = 95019.393 LAT. 45° 34' 51.359"
X = 1562942.602 LONG. 122° 12' 24.882"



Site: Biddle Butte, Washington

Exhibit B

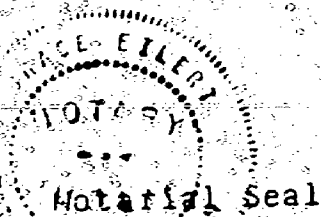
The following described real estate situated in Skamania County, Washington, to-wit:

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; 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. (Less right-of-way owned by the United States of America.) The above described property contains approximately 29.57 acres. It is commonly known as Biddle Butte.

ACKNOWLEDGEMENT OF LANDLORD

OREGON
STATE OF WASHINGTON)
COUNTY OF MULTNOMAH) .SS.:
..

On this day personally appeared before me Alice Biddle Beebe 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 or ~~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 25 day of September, 1985.



Alice Biddle Beebe
Notary Public in and for the State
of Washington residing at 1732 NE
Highland, Portland, Ore

Commission Expires 7/10/88

ACKNOWLEDGEMENT OF TENANT

~~CITY OF WASHINGTON)~~
~~DISTRICT OF COLUMBIA)~~ .SS.:
..

~~On this day of 198 before me personally appeared 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.~~

~~Notary Public in and for the State
of Washington, residing at~~

~~Notarial Seal~~

ACKNOWLEDGEMENT OF LANDLORD

~~OREGON~~
STATE OF ~~WASHINGTON~~)
: SS.:
COUNTY OF ~~MULTNOMAH~~)

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 or 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 25 day of September, 1985.

Hele E. Dick
Notary Public in and for the State
of Washington residing at 1732 NE
~~OREGON~~ HIGHWAY, PORTLAND, OR.

Notarial Seal

Commission Expires 7/10/88

~~ACKNOWLEDGEMENT OF TENANT~~

~~CITY OF WASHINGTON)~~
~~: SS.:~~
~~DISTRICT OF COLUMBIA)~~

~~On this day of 198 before me~~
~~personally appeared~~ 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.~~

~~Notary Public in and for the State~~
~~of Washington, residing at~~

~~Notarial Seal~~

ACKNOWLEDGEMENT OF LANDLORD

BOOK 100 PAGE 237

Oregon
STATE OF WASHINGTON)
COUNTY OF Multnomah) :SS.:
(multnomah)

On this day personally appeared before me *Helene Biddle as atty in fact for Lydie Biddle Middleton* 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 or 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 *25* day of *September*, 1985.

Grace Gilbert
Notary Public in and for the State
of Washington, residing at 1732 NE
OREGON N. GRAND, PORTLAND, ORE

Notarial Seal

Commission Expires 7/10/88

ACKNOWLEDGEMENT OF TENANT

~~CITY OF WASHINGTON)
DISTRICT OF COLUMBIA) :SS.:~~

~~On this day of , 198 before me personally appeared 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.~~

~~Notary Public in and for the State
of Washington, residing at~~

~~Notarial Seal~~

ACKNOWLEDGEMENT OF LANDLORD

STATE OF WASHINGTON)
: SS.:
COUNTY OF)

On this day personally appeared before me Christine Biddle Marshall 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 or 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 28 day of September, 1988.

[Signature]
Notary Public in and for the State
of Washington residing at _____

Notarial Seal

ACKNOWLEDGEMENT OF TENANT

~~CITY OF WASHINGTON)~~
~~: SS.:~~
~~DISTRICT OF COLUMBIA)~~

~~On this day of , 198 before me personally appeared 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.~~

~~Notary Public in and for the State
of Washington, residing at _____~~

~~Notarial Seal~~

ACKNOWLEDGEMENT OF LANDLORD

OREGON
STATE OF WASHINGTON)
: .SS.:
COUNTY OF MULTNOMAH)

On this day personally appeared before me Etiskine 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 or 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 2nd day of October, 1985.

Louise Stoksson

Notary Public in and for the State
of Washington residing at

OREGON

My Commission Expires: 12-17-88

Notarial Seal

ACKNOWLEDGEMENT OF TENANT

CITY OF WASHINGTON)
: .SS.:
DISTRICT OF COLUMBIA)

On this 2nd day of January, 1986 before me personally appeared Michael J. Rowley 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.

Melissa L. Gill

Notary Public in and for the State
of Washington, residing at City

My Commission Expires

11/30/90

Notarial Seal