

100918  
FILED FOR RECORD  
SKAMANIA CO. WASH  
BY CLARK COUNTY  
TITLE COMPANY

Apr 4 2 53 PM '86  
d. New, Rep

AUDITOR  
GARY M. OLSON

RECEIVED  
APR 28 1986

MCI  
Real Estate & Construction

MCI TELECOMMUNICATIONS CORPORATION

BOOK 100 PAGE 738  
Portland - Sacramento  
Route # 02052  
COOK, WASHINGTON 90426

122533

SITE LEASE

BOOK 150 PAGE 466

LEASE made this 10TH day of OCTOBER, 1985, by and between Broughton Lumber Company, a Washington corporation whose address is Underwood, Washington 98651 (hereinafter called "Landlord") 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 209' by 209' as shown on the plan annexed hereto as Exhibit A. (one acre)

TOGETHER WITH 1) any improvements that may be located thereon, 2) such 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 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, and 5) the right to run guy wires from the tower to be constructed on the Premises on, over and across the adjoining lands of Landlord to such points on said lands as shall be necessary for the proper support of the aforementioned tower, including at such points the right to install anchors of such size and material as shall be necessary to secure the aforementioned guy wires.

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. It is also understood and agreed that the aforementioned guy wires and anchors shall be located as shown on the plan annexed hereto as Exhibit A, but that Tenant shall have the right to relocate said guy wires and anchors in the event Tenant desires to increase or decrease the height of the aforementioned tower or relocate the same within the boundaries of the Premises.

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

TO RE-RECORD TO CORRECT EXHIBIT "A".

0678-1-2  
11/17

Registered  
Indexed  
Indirect  
Filed  
Mailed

Registered  
Indexed  
Indirect  
Filed  
Mailed  
6-13-85  
Mailed 04-15-86

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) two years from the date of this Lease, whichever occurs first.

3. Tenant shall pay Landlord an annual rental of \$ 8,760.00 payable in equal monthly installments of \$ 730.00 each, in advance, on the first day of each and every month during the term hereof, commencing on the commencement date of the Lease as provided for in Paragraph 2. In the event the commencement date is not the first day of the month, the rent for said month shall be apportioned. The rental payment shall be made to Broughton Lumber Co.

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 monthly 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.

In addition, it is agreed to by the parties that the rental payments shall increase by fifteen percent at the time of each renewal period. (15%)

5. Tenant shall have the right to fence the Premises and each of the guy anchor locations 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, guy anchor locations and any utility easement areas, of trees, bushes, rocks and crops and to install upon any adjacent lands of Landlord temporary anchors and guys in connection with the construction of the tower on the Premises. 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.

6. Landlord agrees to pay promptly when due all 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 Broughton Lumber Company, Underwood, WA 98651 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 ninety (90) days written notice to Landlord. Upon the exercise of such right by Tenant 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, the right of way and guy anchor locations 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.

13. Tenant shall pay all increases in real estate taxes affecting the Premises from improvements constructed thereon by Tenant.

14. Tenant agrees to indemnify and save harmless Landlord from and against any and all claims, liability, damage or loss to persons, including 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, the rights of way and the guy anchor location, 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 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.

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.

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

Witness:

Wayne D. Deemer

LANDLORD:

Donald B. Stevenson

Attest:

C. Bolton-Smith, Jr.  
C. Bolton-Smith, Jr.  
Assistant Secretary

TENANT:  
MCI TELECOMMUNICATIONS

By: Michael Powny  
Michael Powny  
Senior Vice President

(Acknowledgements Attached)

ACKNOWLEDGEMENT OF LANDLORD

BOOK 100 PAGE 742

STATE OF WASHINGTON)

BOOK 150 PAGE 470

COUNTY OF SKAMANIA )  
: .SS.:

REES A STEVENSON

On this day personally appeared before me DONALD W STEVENSON to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he/~~she/~~they signed the same or ~~his/~~~~her/~~their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 10TH day of OCTOBER, 1985.

HARRIET R. O'NEAL

HARRIET R O'NEAL

Notary Public in and for the State of Washington residing at UNDERWOOD.

My commission expires 7/1/87.



ACKNOWLEDGEMENT OF TENANT

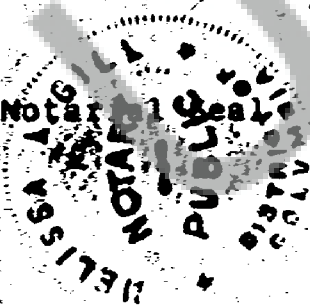
CITY OF WASHINGTON )

DISTRICT OF COLUMBIA )  
: .SS.:

On this 28th day of January, 1986 before me personally appeared Michael Rowdy Sr. 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 S. Gill  
Notary Public in and for the State  
of Washington, residing at  
District of Columbia  
My Commission Expires 9/1/90



NA  
REAL ESTATE EXCISE TAX  
APR 4 1986

PAID NA

John R. Williams, Deputy  
SKAMANIA COUNTY TREASURER

Exhibit A - Legal Description

It is understood and agreed to by the parties that the Exhibit A referred to in the Lease evidencing the boundaries of the Lease Premises and the tower, equipment and other fixtures to be located thereon will be attached to and made a part of this Lease as soon as it is made available by Tenant's surveyors.

AGREED AND ACCEPTED:

LANDLORD:

*Paul Stevenson*  
*Donald Stevenson*



TENANT:

MCI TELECOMMUNICATIONS CORPORATION

*Michael Rowny*  
Michael Rowny  
Senior Vice President



FILED FOR RECORD  
SKAMANIA CO. WASH  
BY SKAMANIA CO. TITLE

JUN 13 11 00 AM '95

*G. M. Olson*  
AUDITOR  
GARY M. OLSON

EXHIBIT "A" Sheet 1 of 4

BOOK 150 PAGE 472  
PROPERTY DATA

Owners Name: Broughton Lumber Company

General Location: 10MI. West of White Salmon

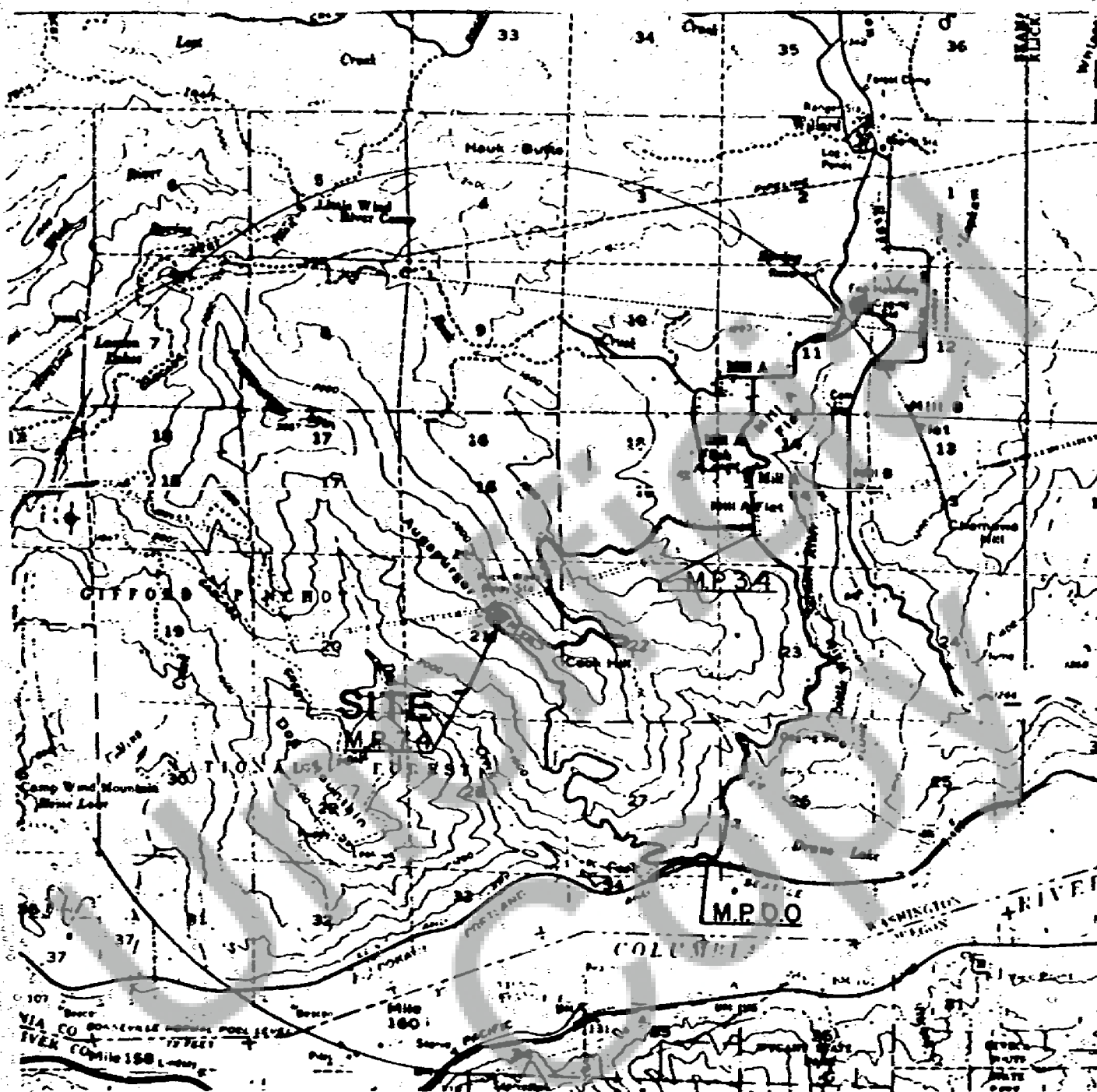
County: Skamania

State: Washington

Prepared by: Barghausen Consulting Eng. Date: 1/85

Ground Elev. at Tower Base: 2898.7 MSL

Prepared by: barghausen Consulting Eng. Date: 1/85



## GENERAL LOCATION

**MCI COMMUNICATIONS CORPORATION**  
WASHINGTON DC



Site Name: Cook WA

BOOK 150 PAGE 473



Scale:  $1'' = 200'$

**Owner's Signature:**

Date:

## LEGEND

- ① ~~E~~ of proposed tower
- ② Proposed guy anchor
- ③ Proposed chain link fence
- ④ ~~E~~ of proposed right of way and easement (access road)

- ⑤ Existing power line  
⑥ Existing telephone line  
⑦ Tenant's proposed power line

- 9 \_\_\_\_\_
- 10 \_\_\_\_\_
- 11 \_\_\_\_\_
- 12 \_\_\_\_\_

**MCI COMMUNICATIONS CORPORATION**  
WASHINGTON DC

WASHINGTON DC



MCI Carrier: Portland Or, Sacramento CA.  
 Site Name: Cook, WA

EXHIBIT "A" Sheet 3 of 4

**LEGAL DESCRIPTION**SITE LEGAL DESCRIPTION MCI COOK, WA

That portion of the Northeast quarter of Section 21, Township 3 North, Range 9 East, W.M., Skamania County, Washington, described as follows:

BEGINNING at the North quarter corner of said Section 21;  
 THENCE South 00° 03' 48" West along the West line of said Northeast quarter, a distance of 1,812.48 feet;

THENCE South 89° 56' 12" East, a distance of 416.37 feet to the TRUE POINT OF BEGINNING;

THENCE North 40° 51' 20" East, a distance of 75.00 feet;

THENCE South 49° 08' 40" East, a distance of 75.00 feet;

THENCE South 40° 51' 20" West, a distance of 75.00 feet;

THENCE North 49° 08' 40" West, a distance of 75.00 feet to TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION 30-FOOT EASEMENT ROAD

The centerline of a 30-foot easement road being described as follows:

That portion of the Northeast quarter of Section 21, Township 3 North, Range 9 East, W.M., Skamania County, Washington, described as follows:

BEGINNING at the North quarter corner of said Section 21;

THENCE South 00° 03' 48" West along the West line of said Northeast quarter, a distance of 1,812.48 feet;

THENCE South 89° 56' 12" East, a distance of 416.37 feet;

THENCE North 40° 51' 20" East, a distance of 25.44 feet to the TRUE POINT OF BEGINNING;

THENCE North 49° 08' 40" West, a distance of 25.00 feet;

THENCE North 52° 59' 47" West, a distance of 113.04 feet;

THENCE North 58° 01' 58" West, a distance of 213.94 feet;

THENCE North 46° 29' 59" West, a distance of 57.41 feet to the terminus of said centerline, said terminus being on the centerline of an existing Bonneville Power access road.

**MCI** TELECOMMUNICATIONS CORPORATION

Washington DC

MCI Carrier: Portland OR, Sacramento CASite Name: Cook, WA

EXHIBIT "A" Sheet 4 of 4

**LEGAL DESCRIPTION****LEASE AREA LEGAL DESCRIPTION MCI COOK, WA**

That portion of the Northeast quarter of Section 21, Township 3 North, Range 9 East, W.M., Skamania County, Washington, described as follows:

BEGINNING at the North quarter corner of said Section 21;  
THENCE South  $00^{\circ} 03' 48''$  West along the West line of said Northeast quarter, a distance of 1,819.42 feet;

THENCE South  $89^{\circ} 56' 12''$  East, a distance of 322.07 feet to the TRUE POINT OF BEGINNING;

THENCE North  $40^{\circ} 51' 20''$  East, a distance of 208.71 feet;

THENCE South  $49^{\circ} 08' 40''$  East, a distance of 208.71 feet;

THENCE South  $40^{\circ} 51' 20''$  West, a distance of 208.71 feet;

THENCE North  $49^{\circ} 08' 40''$  West, a distance of 208.71 feet to TRUE POINT OF BEGINNING.

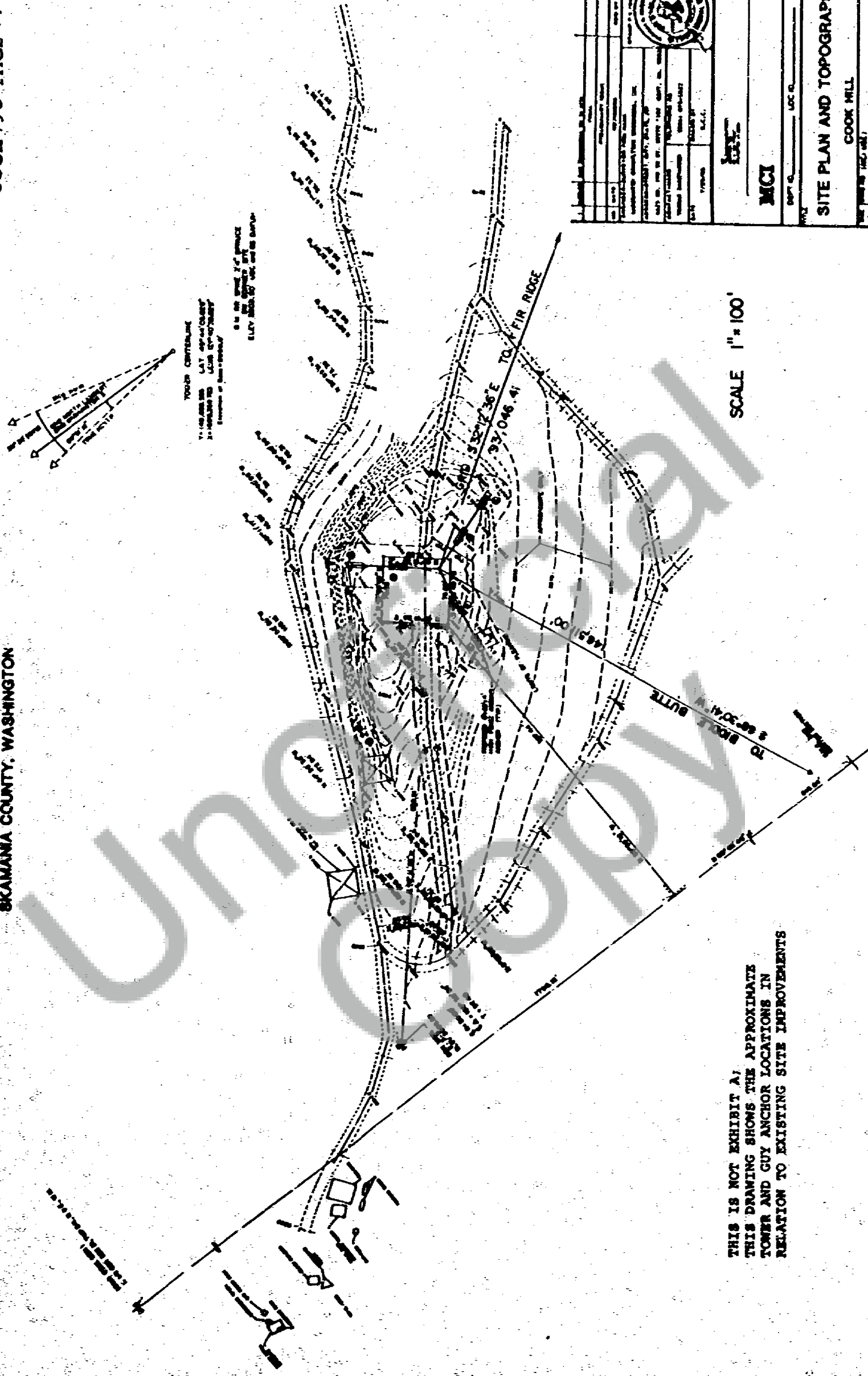
EXHIBIT B

The following described property in Skamania County, Washington to-wit:

The East Half of the Northwest Quarter (E 1/2 NW 1/4), the West Half of the Northeast Quarter (W 1/2 NE 1/4); and the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4); of Section 21; EXCEPT that portion thereof acquired by the United States of America for the Bonneville Power Administration's electric power transmission lines; and EXCEPT that portion thereof conveyed to the United States of America for the Augspurger Microwave Radio Station Site and for the Augspurger Hydrogaging Relay Station Site by deeds dated May 22, 1951, and May 21, 1952, and recorded respectively at pages 592 of Book 33 of Deeds and 119 of Book 36 of Deeds, Records of Skamania County, Washington.

**BUNDARY AND TOPOGRAPHIC SURVEY  
PORTION OF NE 1/4 SEC. 21, T. 3N, R. 9E., W.M.  
SKAMANA COUNTY, WASHINGTON**

**B JK 100 PAGE 744  
BOOK 150 PAGE 477**



THIS IS NOT EXHIBIT A;  
THIS DRAWING SHOWS THE APPROXIMATE  
TOWER AND GUY ANCHOR LOCATIONS IN  
RELATION TO EXISTING SITE IMPROVEMENTS

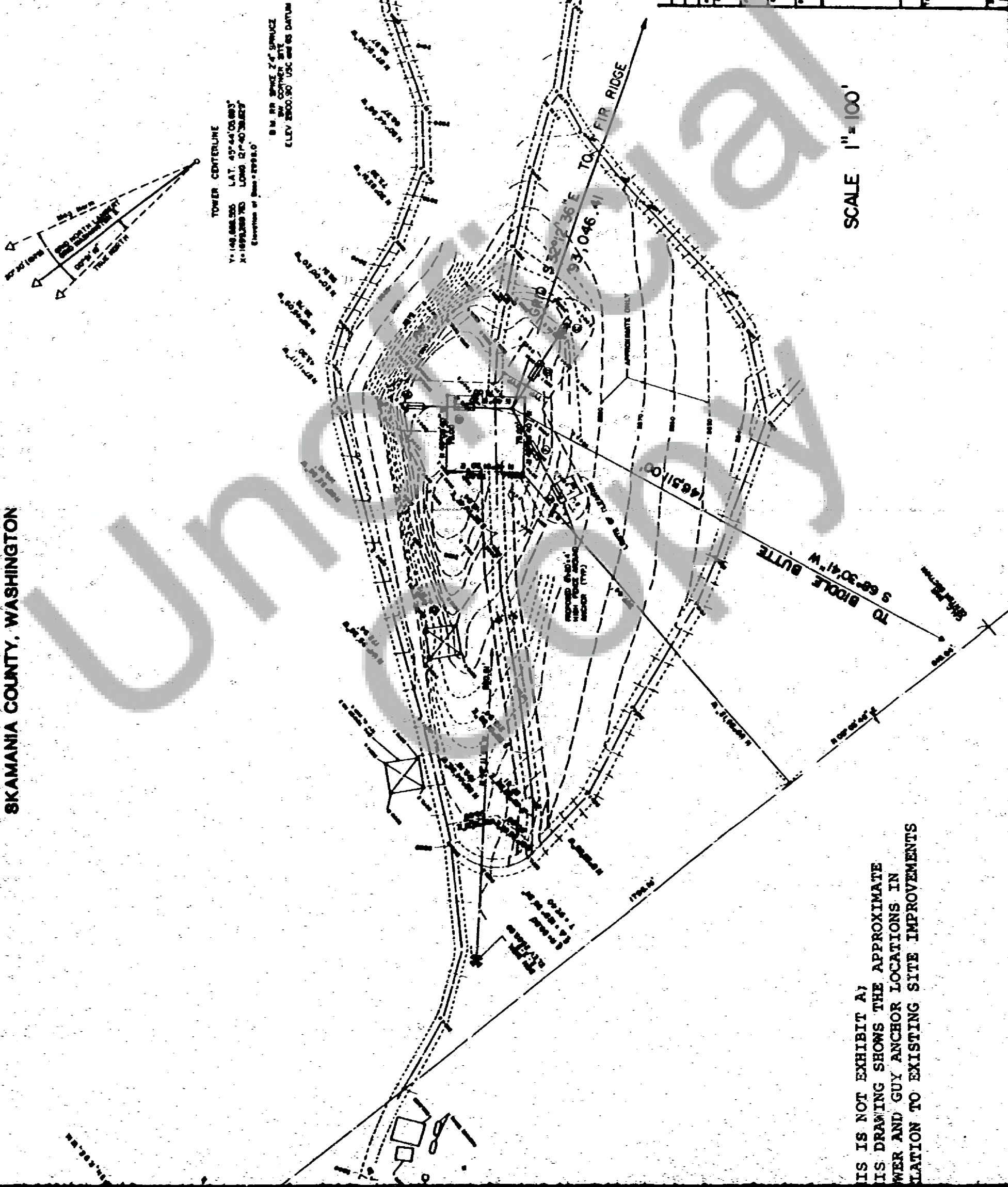
SCALE 1" = 100'

<b>MCI</b>	
DEPT. NO. _____	LOC. NO. _____
<b>SITE PLAN AND TOPOGRAPHY</b>	
COOK MILL	
D	



**BOUNDARY AND TOPOGRAPHIC SURVEY  
PORTION OF N.E. 1/4 SEC. 21, T. 3N., R. 9E., W.M.  
SKAMANIA COUNTY, WASHINGTON**

**BOOK 100 PAGE 744  
BOOK 150 PAGE 477**



THIS IS NOT EXHIBIT A)  
THIS DRAWING SHOWS THE APPROXIMATE  
TOWER AND GUY ANCHOR LOCATIONS IN  
RELATION TO EXISTING SITE IMPROVEMENTS

<b>MCI</b>	
DEPT NO. _____ LOC NO. _____	
<b>SITE PLAN AND TOPOGRAPHY</b>	
<b>COOK HILL</b>	
DATE: 7/25/88 BY: T.C.C.	
PROJECT: 100' HIGH POLE TOWER	
CLIENT: BUREAU OF LAND MANAGEMENT	
ADDRESS: 100' HIGH POLE TOWER	
CONTACT: T.C.C.	
PHONE: (206) 871-3312	
FAX: (206) 871-3312	
ELEVATION: 2798.0'	
SCALE: 1"=100'	