



Department of Energy

Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

FREEDOM OF INFORMATION ACT PROGRAM

June 29, 2018

In reply refer to: FOIA #BPA-2018-00081-F

Adam Sadilek

(b) (6)

Mr. Sadilek:

This is a final response to your request for Bonneville Power Administration (BPA) records made under the Freedom of Information Act, 5 U.S.C. § 552. Your request was received on October 10, 2017 and formally acknowledged on November 6, 2017.

Your Request

"...[re]... BPA parcel # 27072100400200 (20910 W King Lake, Monroe, WA) in Snohomish County. I am requesting:

1. Copy of easement agreement showing legal access to BPA property via surrounding lots.
2. Copy of lease agreements with all parties currently or planned in the future on the BPA communications tower. (There are commercial operators on the tower).
3. Planned construction on or around the BPA parcel."

Response

BPA conducted electronic searches of records in the following agency offices: Real Property Services Projects, Real Property Field Services, and Transmission Account Services. BPA located 68 pages of material responsive to your request. Prior to releasing those records, BPA was required by the FOIA to solicit objections to the release of any third-party's information contained in the responsive records set, specifically Western PCS I Corporation, dba Voice Stream Wireless, now T-Mobile Corp., Weyerhaeuser Company, and Washington State Department of Natural Resources. Those required efforts are complete. In accord with the FOIA, BPA is herein releasing 68 pages of responsive agency records with three redactions under Exemption 6.

The Freedom of Information Act generally requires the release of all government records upon request. However, FOIA permits withholding certain, limited information that falls under one or more of nine statutory exemptions (5 U.S.C. §§ 552(b)(1-9)).

Exemption 6

Exemption (b)(6) protects information in “personnel and medical files and similar files” when the disclosure of such information “would constitute a clearly unwarranted invasion of personal privacy” (5 U.S.C. § 552(b)(6)), and if there is no public interest that outweighs the privacy interest. In this case we have used Exemption 6 to protect personal phone numbers. There is no public interest in this information as it does not shed light on the mission or working of BPA, as an agency.

Certification

Your FOIA request is now closed with all available agency records provided. Pursuant to 10 C.F.R. § 1004.7(b)(2), I am the individual responsible for the release and exemption determinations described above.

Fees

There are no fees associated with this request.

Appeal

This decision, as well as the adequacy of the search, may be appealed within 90 calendar days from your receipt of this letter pursuant to 10 C.F.R. § 1004.8. Appeals should be addressed to:

Director, Office of Hearings and Appeals,
HG-1, L'Enfant Plaza
U.S. Department of Energy
1000 Independence Avenue, S.W.
Washington, D.C. 20585-1615

The written appeal, including the envelope, must clearly indicate that a FOIA appeal is being made. You may also submit your appeal to OHA.filings@hq.doe.gov, including the phrase “Freedom of Information Appeal” in the subject line. The appeal must contain all of the elements required by 10 C.F.R. § 1004.8, including a copy of the determination letter. Thereafter, judicial review will be available to you in the Federal District Court either: 1) in the district where you reside; 2) where you have your principal place of business; 3) where DOE’s records are situated; or 4) in the District of Columbia.

You may contact BPA's FOIA Public Liaison, Jason Taylor, at the address on this letter header, at jetaylor@bpa.gov, or at 503-230-3537 for any further assistance and to discuss any aspect of your request or this communication.

Additionally, you may contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows:

Office of Government Information Services
National Archives and Records Administration
8601 Adelphi Road-OGIS
College Park, Maryland 20740-6001
E-mail: ogis@nara.gov
Phone: 202-741-5770; Toll free: 1-877-684-6448; Fax: 202-741-5769

Thank you for your interest in Bonneville Power Administration.

Sincerely,



C. M. Frost
Freedom of Information/Privacy Act Officer

7-1495-92

2131330

Tract No. King Lake Radio Station Beam Paths, Parcels 2 and 4

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BLRT L. COLE, Commissioner of Public Lands

Agreement No. 33984

THIS AGREEMENT, made and entered into this 10th day of October, 1969, by and between the UNITED STATES OF AMERICA, Department of Interior, acting through the Bonneville Power Administrator herein called the "Grantee," and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called the "State," WITNESSETH:

The State, for and in consideration of the terms and conditions specified herein, hereby grants and conveys to the Grantee, its successors and assigns:

An easement for a right of way for the construction, operation, use and maintenance of two beam paths, over and across a location as shown on Plat No. 33984, filed in the office of the Commissioner of Public Lands at Olympia, Washington, a reduction of which is attached as Exhibit A indicating said right of way in red, and by this reference made a part hereof, all in Snohomish County, Washington.

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8628
2131330
URBIC

This Agreement is subject to the terms and conditions hereinafter set out.

Subject, however, to an easement for right of way for timber harvest and land management road, granted to State of Washington, Department of Natural Resources, on April 14, 1969, under Application No. 33417.

Consideration

The consideration paid by the Grantee to the State is as follows:

Damages \$50.00

Assignment

This Agreement, or any of the rights granted herein, shall not be assigned without prior written consent of the State, except that said rights granted herein may be used by any employee, contractor, or representative of the Grantee, herein-after collectively referred to as "Permittee," while engaged in the Grantee's operations.

Term

The term of this Agreement shall be for the period this easement is used for the purposes specified herein; provided said tract shall automatically revert to the State, or its successors and assigns, within six (6) months of receipt of a notice from the Grantee, or its assigns, that the easement over the said tract of land is no longer being used for the purposes specified herein. Upon receipt, said notice given by the Grantee, or its assigns, will be in the form of a recordable instrument. The Grantee, or its assigns, may, at its election, remove any salvageable material from said tract within six (6) months after such notice of nonuse has been given to the State or its assigns.

In the event that any portion of the right of way as shown on attached Exhibit A is not used by the Grantee, its successors or assigns, for the purpose for which it was granted, within a period of five (5) years, the rights of the Grantee within said portion of the right of way shall revert to the State, its successors or assigns; and said portion of the right of way shall be freed from the easement as fully and completely as if this Agreement had not been entered into.

App. No. 33984

NO SALES TAX
REQUIRED

Filed for record JAN 27 1970

9 AM-PM

OFFICIAL RECORDS

JAN 27 1970

PIONEER NATIONAL TITLE INS. CO.
Barney Dubuque, Snohomish County Auditor

384 271

VERIE S. DAVIS, Snohomish County Treasurer
By: *[Signature]*
Deputy

OFFICIAL RECORDS
VOL. #
PAGE RECORDED
RECORD OF
FLEET NATIONAL TITLE SERVICE COMPANY
SNOHOMISH COUNTY OFFICE

AM JAN 27 1970 9:00

STANLEY DUBUQUE, AUDITOR
SNOHOMISH COUNTY, WASH.

DEPUTY _____

5770

OFFICIAL

Reservations to State

The State hereto reserves for itself, its successors and assigns, the right at all times and for any purpose to go upon, cross, and recross at any place on grade or otherwise said rights of way on lands owned by it and use the roads on said rights of way in a manner that will not unreasonably interfere with the rights granted hereunder.

The State reserves to itself, its successors and assigns, the right to develop, improve, and utilize the land and natural resources thereon, within the limits of the right of way granted herein, insofar as such reservations are compatible with the Grantee's operation and insofar as such action will not interfere with the rights of the Grantee.

In the event the State elects to act within the reservation, it shall give written notice to the Grantee of such election and will then assume responsibility for allowing no growth or obstruction on the right of way that will interfere with the Grantee's use thereof.

When so notified, Grantee will not eradicate by broadcast brush spraying, or other methods of removal, any growth on the portion of the right of way being so used by the State. In the event the Grantee injures or damages growth while responding to an emergency such as, but not limited to, a fire, flood, or facility failure, or necessary repair to such facility, the State shall have no recourse or cause of action against the Grantee for or on account of such injury.

Furthermore, the State shall notify the Grantee in writing of any cessation of any management plan enacted, and such notice will relieve the State of growth and obstruction control; provided, upon such notice of cessation, the State shall remove or cause to be removed, all growth and obstruction exceeding ten (10) feet in height.

The State may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided that use by such third party shall be subject to the terms and conditions of this easement and shall not unreasonably interfere with the rights granted hereunder.

Compliance with Laws and Regulations

The Grantee shall comply with all applicable laws to the extent that it can legally do so, including all Department of Natural Resources' regulations, county and municipal laws, ordinances, or regulations in effect and authorized by law or laws of the State of Washington.

The Grantee shall cause its Permittee to comply with those requirements and conditions set forth hereinafter which are applicable to the Permittee's operation.

In addition to compliance with those laws of the State of Washington pertaining to forest protection, the Grantee shall contact the State's District Administrator at Sultan, Washington, who shall determine any extra requirements pertaining to burning procedure, blasting, watchmen, extra patrol, pumpers, tankers, fire hose, fire tools, etc., which are deemed necessary for prevention and suppression of fire resulting from construction operations. Such requirements will be included in the Grantee's invitation to bid and will be made part of the contract with the successful bidder.

The Grantee shall fall all snags fifteen (15) feet or more in height which are located on the State's land and are within seventy-five (75) feet distance from the outside limits of the right of way.

Damage and Protection from Damage

Grantee, when using the rights granted herein, shall repair or cause to be repaired, at its sole cost and expense, all damage to improvements on State lands occasioned by it, which is in excess of that which it would cause through normal and prudent use of such rights.

During operations under this Agreement, including the construction of roads and facilities, the Grantee shall take such precautions as necessary to minimize, insofar as possible, soil erosion and damage to the soil. Equipment will not be operated when ground conditions are such that excessive damage will result.

Grantee shall require, as a condition of each Agreement with any of its Permittees exercising the rights granted herein, that said Permittee shall take all reasonable precautions to protect the State-owned crops and trees.

Any damage to trees and/or reproduction deemed by the State to be excessive or unnecessary shall be paid for at the appraised value as determined by the State. The Grantee may have the right to remove such trees upon payment therefor if such removal is authorized in writing by the State.

Installation Specifications

Trees that become an interference or a hazard to the rights herein granted and located outside of the limits of said right of way may be removed upon obtaining the written consent of the State and payment of the appraised value thereof.

Notice of Noncompliance

The State shall notify the Grantee by United States mail, addressed to the address shown on the application for this easement on file in the office of the Commissioner of Public Lands in Olympia, Washington, of any instance of noncompliance by the Grantee, its employees, permittees, contractors or subcontractors with any of the terms and conditions hereof. Such notice will specifically identify the manner of noncompliance herewith.

In the event the Grantee does not undertake, or cause to be undertaken, remedial action within fifteen (15) days following receipt of said notice, the State, acting by and through its District Administrator at Sultan, Washington, may suspend the Grantee's operations until such time as effective remedial action is taken.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as below subscribed.

Dated this 14th day of January, 1947.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

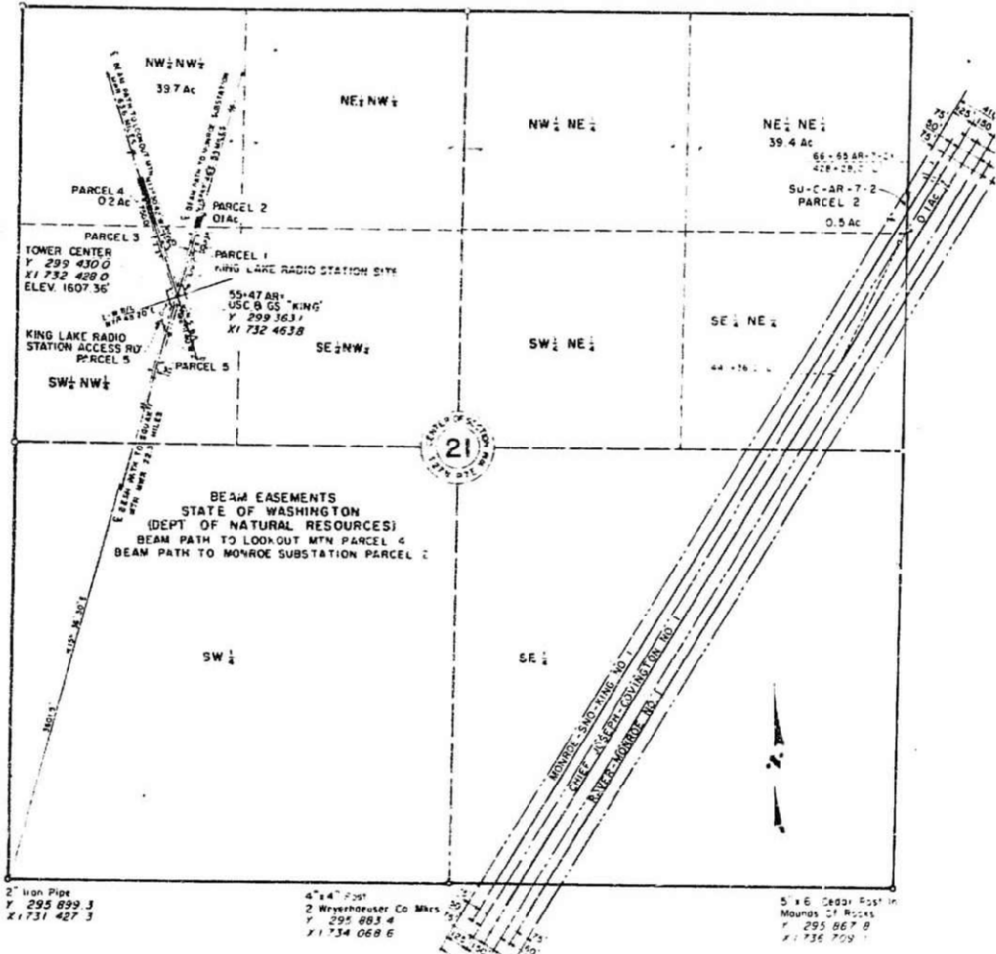
By Bert L. Cole
BERT L. COLE
Commissioner of Public Lands

UNITED STATES OF AMERICA
Department of Interior
BONNEVILLE POWER ADMINISTRATION

By Lester L. Moser
Lester L. Moser, Head Title
Acquisition Section, Branch of Land
P. O. Box 3621
Portland, Oregon 97208

App. No. 33984
hmd

RIGHT OF WAY PLAT
BONNEVILLE
POWER ADMINISTRATION
 SECTION 21 T27N R7E WM
 SNOHOMISH COUNTY, WASHINGTON
 SCALE 1 INCH = 400 FEET



CERTIFICATE
 I, Clark Williams, Civil Engineer, for the Bonneville Power Administration, do hereby certify that this map represents the location of the Radio Station Beam path easements to Monroe Substation and Lookout Mt. Microwave Radio Station across Section 21, Township 27 North, Range 7 East, WM, as attached from P. 1. 1958.

NOTE
 Bearings of 3000' lines referred to Washington Coordinate System are True True.

EXHIBIT A

OFFICIAL RECORDS
 VOL. 384 PAGE 274

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212

Tract Nos. King Lake Radio Station Site;
Beam Paths Parcels 1, 3 & 5; &
Access Road, Parcels 3, 3A & 5

2177507

WARRANTY DEED AND

Filed for record DEC 18 1970

9 KM-PM

BEAM PATH EASEMENT

Request PIONEER NATIONAL TITLE INS. CO.

Stanley Dubuque, Snohomish County Auditor

AND ACCESS ROAD EASEMENT

FOR AND IN CONSIDERATION of the sum of SEVEN THOUSAND TWENTY DOLLARS (\$7,020.00), in hand paid, receipt of which is hereby acknowledged, WEYERHAEUSER COMPANY, formerly Weyerhaeuser Timber Company, a Washington corporation, Grantor, recognizing that public necessity requires that the herein-described tract of land be made available forthwith to Grantee, notwithstanding Grantor's wish to retain same, and desiring to avoid the delays and inconvenience incident to the acquisition of such rights by eminent domain, has granted, bargained and sold and by these presents does hereby grant, bargain, sell, and convey unto the UNITED STATES OF AMERICA and its assigns, Grantee, the following-described tract or parcel of land in the County of Snohomish, in the State of Washington, to-wit:

1

King Lake Radio Station Site:

A parcel of land in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 21, Township 27 North, Range 7 East, Willamette Meridian, Snohomish County, Washington, containing 0.23 of an acre, more or less, and described as follows:

Beginning at a point which is N.15°36'30"E., 3601.5 feet from the Southwest corner of Section 21, Township 27 North, Range 7 East, Willamette Meridian; thence N.18°11'40"W., 100.0 feet; thence N.71°48'20"E., 100.0 feet; thence S. 18° 11'40"E., 100 feet; thence S.71°48'20"W., 100.0 feet to the point of beginning.

King Lake Radio Station Beam Paths, Parcels 1, 3 & 5:

Also, the rights in perpetuity to clear all trees and to keep clear of all trees, timber, and man-made structures above the elevation of 1640 feet from the following-described parcels of land:

Parcel 1:

A strip of land 30 feet in width which lies within the following-described property:

The SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 21, Township 27 North, Range 7 East, Willamette Meridian, Snohomish County, Washington.

The centerline of said 30-foot strip of land being described as follows:

Beginning at the radio tower center at the center of the tower site, said tower center being N.15°49'30"E., 3669.8 feet from the Southwest corner of Section 21, Township 27 North, Range 7 East, Willamette Meridian; thence N.15°57'59"E., to the North line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 21.

Parcel 3:

A strip of land 30 feet in width which lies within the following-described property:

The SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 21, Township 27 North, Range 7 East, Willamette Meridian, Snohomish County, Washington.

OFFICIAL RECORDS

NOV 18 1970

[Handwritten signature]

The centerline of said 30-foot strip of land being described as follows:

Beginning at the radio tower center at the center of the tower site, said tower center being N.15°49'30"E., 3669.8 feet from the Southwest corner of Section 21, Township 27 North, Range 7 East, Willamette Meridian; thence N. 17°30'42"W., to the North line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 21.

Parcel 5:

A strip of land 30 feet in width which lies within the following-described property:

The SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 21, Township 27 North, Range 7 East, Willamette Meridian, Snohomish County, Washington.

The centerline of said 30-foot strip of land being described as follows:

Beginning at the radio tower center at the center of the tower site, said tower center being N.15°49'30"E., 3669.8 feet from the Southwest corner of Section 21, Township 27 North, Range 7 East, Willamette Meridian; thence S.15°53'57"W., 500.0 feet.

The elevation of 1640 feet is approximately 33 feet above the ground elevation at the center of the radio tower.

The bearings refer to the Washington Coordinate System - North Zone.

Grantor also hereby grants, bargains, sells, and conveys unto the UNITED STATES OF AMERICA and its assigns, a permanent, non-exclusive easement and right of way for the construction, use, and maintenance of an access road 50 feet in width across the lands of the Grantor in the County of Snohomish, State of Washington, as follows:

King Lake Radio Station Site Access Road, Parcels 3, 3A and 5:

In portions of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, the E $\frac{1}{2}$ SW $\frac{1}{4}$ and the S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 21, Township 27 North, Range 7 East, Willamette Meridian, Snohomish County, Washington, as shown colored in red on map No. 128240 DTM-D, attached hereto and by this reference made a part hereof.

The access road easement and right of way is granted for the following purposes, namely, the right to enter and to clear of timber, endangering trees and brush; to build, cut, fill, level, grade, drain, surface, maintain, repair, rebuild and to use said road and such culverts, bridges, turn-outs, retaining walls or other appurtenant structures as may be necessary, on, over, and across the land embraced within said right of way, for use in constructing, maintaining and/or reconstructing the Grantee's King Lake Radio Station Site and Monroe-Sno-King transmission line and for access to Chief Joseph-Covington No. 1 and Raver-Monroe No. 1 transmission lines.

II

This grant is made subject to mineral rights as set forth in that certain deed from Merrill-Ring-Bliss Company, et al., recorded under Auditor's file No. 140135, and as set forth in that certain deed to The Stephens Bird Lumber Company, recorded June 14, 1911, in Volume 139 of Deeds, page 239, under Auditor's file No. 168288, records of said county.

TO HAVE AND TO HOLD the said tract of land and easements unto the UNITED STATES OF AMERICA, or its assigns, for radio station site purposes. The said tract of land shall automatically revert to Weyerhaeuser Company, its successors or assigns, upon the condition that Weyerhaeuser Company, its successors or assigns, shall elect to pay to the UNITED STATES OF AMERICA, or its assigns, the then fair market value within six months after Weyerhaeuser Company, its successors or assigns, receives a notice from the UNITED STATES OF AMERICA, or its assigns, that said radio station site is no longer being used for the purpose hereinabove set forth. Upon payment by Weyerhaeuser Company, its successors or assigns, the UNITED STATES OF AMERICA, or its assigns, shall execute

2177507
and deliver to Weyerhaeuser Company, its successors or assigns, a recordable instrument showing that the said fair market value has been paid and that said radio station site and rights, have reverted to Weyerhaeuser Company. The UNITED STATES OF AMERICA, or its assigns, may, at its election, remove any salvagable material from said radio station site within six months after payment of said fair market value is received.

III

Weyerhaeuser reserves, for itself, its successors, assigns, permittees and licensees:

- (1) the right to use said road, and the right to cross and recross the same;
- (2) the right to go upon and use the land beneath the beam paths; and
- (3) specifically, but without limiting the generality of the foregoing, the right to construct, maintain and operate radio and/or television receiving, transmitting and/or relay stations on any frequency of electromagnetic radiation,
- (4) if and when necessary, may change the location of the above-described road as presently located, provided an adequate alternate road is made available to the UNITED STATES OF AMERICA, and its assigns, without additional cost;

in such manner as not to unreasonably interfere with the rights of the UNITED STATES OF AMERICA hereunder.

IV

The right of the UNITED STATES OF AMERICA for the purposes aforesaid is subject to the following conditions:

- A. The UNITED STATES OF AMERICA shall take reasonable precaution to prevent fires from arising on said land and adjacent lands; and
- B. comply with all laws, rules and regulations relating to fire prevention and suppression, except when expressly prohibited by Federal statute from so doing.
- C. With respect to the clearing and maintenance of the part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 21 lying beneath the beam paths, the UNITED STATES OF AMERICA shall dispose of all slashings and debris created by it.
- D. With respect to the improvement, maintenance and use of said road, the UNITED STATES OF AMERICA shall:
 1. bear its proportionate share of the cost of maintenance of said road; provided, however, it is understood that only during such periods of time as Weyerhaeuser makes use of said road will Weyerhaeuser be obligated to bear any part of the maintenance thereof;
 2. strictly observe and faithfully comply with all regulations relating to fire suppression and control; and to the closing of gates promulgated by Weyerhaeuser Company; and
 3. not use said road for any other purpose nor use any other road of Weyerhaeuser Company without the written permission of Weyerhaeuser Company.
- E. With respect to the exercise of any of its rights hereunder, the UNITED STATES OF AMERICA:
 1. shall, except as herein specifically provided, neither cut, damage nor destroy any of Weyerhaeuser Company's timber without Weyerhaeuser Company's permission in writing.

2. by acceptance of this grant, hereby agrees to indemnify and save harmless Weyerhaeuser Company, insofar as it may be permitted by existing or future law to do so, from and against all loss or damage and claims for loss or damage arising out of the exercise of any rights herein granted, except for such loss or damage which may result proximately from the sole negligence of Weyerhaeuser Company.

2177507

V

Weyerhaeuser agrees that in the event it permits the installation of any additional facilities in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 21 subsequent to the rights of the UNITED STATES OF AMERICA granted hereunder, that it will grant such permission subject to the rights of the UNITED STATES OF AMERICA hereunder, and shall provide that any such installation shall cause no impairment of the operation and use of the facility of the UNITED STATES OF AMERICA, and that in the event there is any such impairment, the same shall be eliminated at the expense of the party causing the same.

VI

It is recognized by the parties that the UNITED STATES OF AMERICA'S radio station site and the appurtenances thereto may be damaged or destroyed (1) by fire originating in the forest lands surrounding or in the vicinity of said radio station site, or (2) as a result of the use or occupancy of such forest lands by Weyerhaeuser Company or others and the UNITED STATES OF AMERICA, as one of the material considerations hereof, without which this grant would not be granted, hereby assumes all such risk of damage to or destruction of the radio station site and appurtenances thereto, except for such damage or destruction which may proximately result from the sole negligence of Weyerhaeuser Company and others.

Weyerhaeuser Company covenants with the UNITED STATES OF AMERICA that it is lawfully seized and possessed of the said tracts or parcels of land in fee; has a good and lawful right and power to sell and convey the same; that the same are free and clear of all encumbrances, and that it will forever warrant and defend the title thereto and quiet possession thereof against the lawful claims of all persons whomsoever, except as hereinabove set forth.

WITNESSETH WHEREOF, WEYERHAEUSER COMPANY has caused this instrument to be duly executed on this 20th day of July



WEYERHAEUSER COMPANY

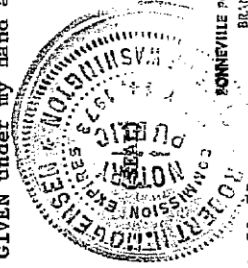
Mary S. Mosier
Asst. Secretary

By Robert B. Mosier
Notary Public
Manager Land Resources

STATE OF WASHINGTON)
) ss:
COUNTY OF PIERCE)

On this 20th day of July 1970, before me personally appeared R. N. Witter, Jr. and Mary B. Mosier to me known to be the Manager Land Resources and Assistant Secretary of the corporation that executed the foregoing instrument, and acknowledged 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 they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal the day and year last above written.



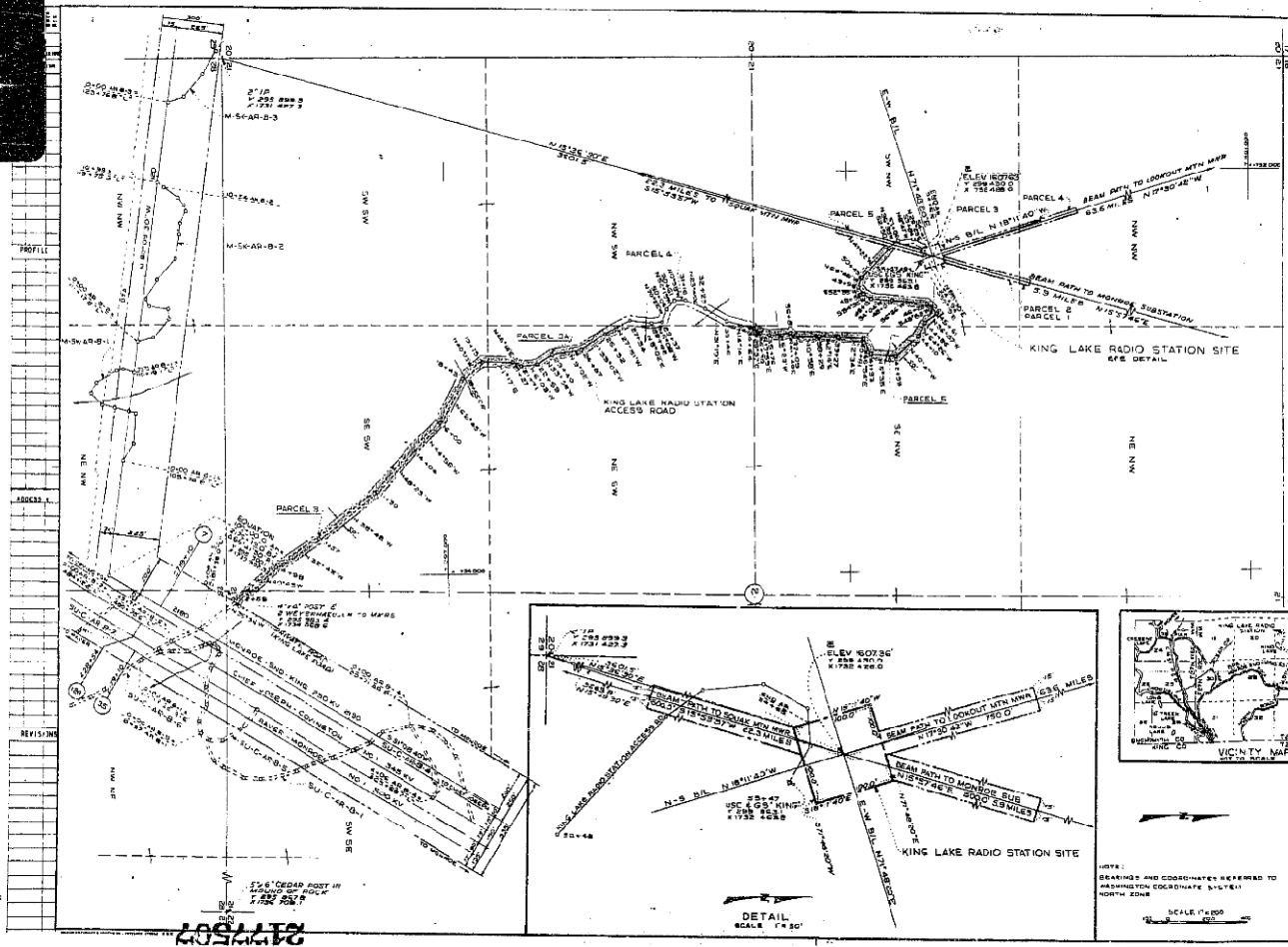
Robert B. Mosier
Notary Public in and for the
State of Washington, County of Pierce
Residing at Tacoma

My commission expires: July 14, 1973

Return to
SONNENBLE POWER ADMINISTRATION
BRANCH OF LAND

REC'D RECORDS

457



SECS 21 & 26 T27N R7E WM
SNOHOMISH COUNTY, WASHINGTON

TRACT STA TO STA	NAME	LOCATION	SURVEY LENGTH
KING LAKE RADIO STA ACCESS RD	STATE OF WASHINGTON STATE FOREST ROAD	LOOKOUT MTN. PARCELS MONONGAHELA PARCELS 1 & PARCELS 2	
KING LAKE RADIO STA ACCESS RD	WETTERHAUSER CO	SWWA HWY SEC 21 BEAM PATH TO LOOKOUT MTN. PARCELS MONONGAHELA PARCELS 1 & 2	0.75
KING LAKE RADIO STA ACCESS RD	WETTERHAUSER CO	PARCELS 3 PARCELS 4 PARCELS 5	0.75
KING LAKE RADIO STA ACCESS RD	MTS. & LOOKOUT MTN. PARCELS	PARCELS 1 PARCELS 2	0.75

OFFICIAL RECORDS

APR 467

DATE: MAY 27 1970

BY: [Signature]

FOR: KING LAKE RADIO STATION
SITE AND ACCESS ROAD

SCALE: 1" = 400'

28240 DTM-D

LOVELL

DRAFT
fip
3-11-70

Tract Nos. King Lake Radio Station Site;
Beam Paths Parcels 1, 3 & 5;
&
Access Road, Parcels 3, 3A & 5

WARRANTY DEED AND
BEAM PATH EASEMENT
AND ACCESS ROAD EASEMENT

FOR AND IN CONSIDERATION of the sum of SEVEN THOUSAND TWENTY DOLLARS (\$7,020.00), in hand paid, receipt of which is hereby acknowledged, MEYERHAEUSER COMPANY, formerly Meyerhaeuser Timber Company, a Washington corporation, Grantor, recognizing that public necessity requires that the herein-described tract of land be made available forthwith to Grantee, notwithstanding Grantor's wish to retain same, and desiring to avoid the delays and inconvenience incident to the acquisition of such rights by eminent domain, has granted, bargained and sold and by these presents does hereby grant, bargain, sell, and convey unto the UNITED STATES OF AMERICA and its assigns, Grantee, the following-described tract or parcel of land in the County of Snohomish, in the State of Washington, to-wit:

King Lake Radio Station Site:

A parcel of land in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ - - -

King Lake Radio Station Beam Paths: Parcels 1, 3 & 5:

The rights in perpetuity to ~~clear~~ ^{remove} all trees and to ~~keep~~ ^{clear} all trees, timber, and man-made structures from the following-described parcels of land:

Parcel 1:

A strip of land 30 feet in width . . .

Parcel 3:

Parcel 5:

The elevation of 1640 feet is approximately 33 feet above the ground elevation at the center of the radio tower.
King Lake Radio Station Site Access Road Parcels 3, 3A & 5:

Grantor has also hereby grants, bargains, sells, and conveys unto the UNITED STATES OF AMERICA, and its assigns, a permanent easement and right of way for the operation, use, and maintenance of an existing road ~~approximately 20 feet wide~~ ^{approximately 20 feet wide}

*The bearings refer to the Washington Coordinate System - North Zone.

The centerline of said 30-foot strip of land being described as follows:

Beginning at the radio tower center at the center of the tower site, said tower center being N.15°49'30"E., 3659.8 feet from the Southwest corner of Section 21, Township 27 North, Range 7 East, Willamette Meridian; thence N. 17°30'42"W., to the North line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 21.

Parcel 5:

A strip of land 30 feet in width which lies within the following-described property:

The SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 21, Township 27 North, Range 7 East, Willamette Meridian, Snohomish County, Washington.

The centerline of said 30-foot strip of land being described as follows:

Beginning at the radio tower center at the center of the tower site, said tower center being N.15°49'30"E., 3669.8 feet from the Southwest corner of Section 21, Township 27 North, Range 7 East, Willamette Meridian; thence S.15°53'37"W., 500.0 feet.

The elevation of 1640 feet is approximately 33 feet above the ground elevation at the center of the radio tower.

The bearings refer to the Washington Coordinate System - North Zone.

Grantor also hereby grants, bargains, sells, and conveys unto the UNITED STATES OF AMERICA and its assigns, a permanent, non-exclusive easement and right of way for the construction, use, and maintenance of an access road ~~20 feet in width for parcel 3 and 50 feet in width for parcels 3A and 5~~; across the lands of the Grantor in the County of Snohomish, State of Washington, as follows:

King Lake Radio Station Site Access Road, Parcels 3, 3A and 5:

In portions of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, the E $\frac{1}{2}$ SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 21, Township 27 North, Range 7 East, Willamette Meridian, Snohomish County, Washington, as shown colored in red on map No. 128240 DTM-D, attached hereto and by this reference made a part hereof.

The access road easement and right of way is granted for the following purposes, namely, the right to enter and to clear of timber, endangering trees and brush; to build, cut, fill, level, grade, drain, surface, maintain, repair, rebuild and to use said road and such culverts, bridges, turn-outs, retaining walls or other appurtenant structures as may be necessary, on, over, and across the land embraced within said right of way, for use in constructing, maintaining and/or reconstructing the Grantee's King Lake Radio Station Site and Monroe-Sno-King transmission line and for access to Chief Joseph-Covington No. 1 and Kaver-Monroe No. 1 transmission lines.

II

To Have and to Hold
~~This grant is made in perpetuity provided, that the Station Site, and all rights hereunder, shall automatically revert to Weyerhaeuser, its successors or assigns, upon the condition that Weyerhaeuser, its successors or assigns, shall elect to pay to the UNITED STATES OF AMERICA, or its assigns, the then fair market value within six months after Weyerhaeuser, its successors or assigns, receives a notice from the UNITED STATES OF AMERICA, or its assigns, that said Station Site is no longer being used for the purpose hereinabove set forth. Upon payment by Weyerhaeuser, its successors or assigns, the UNITED STATES OF AMERICA, or its assigns, shall execute and deliver to Weyerhaeuser, its successors or assigns, a recordable instrument showing that the said fair market value has been paid and that said Station Site and rights, have reverted to Weyerhaeuser. The UNITED STATES OF AMERICA, or its assigns, may, at its election, remove any salvageable material from said Station Site within six months after payment of said fair market value is received.~~

III

Meyerhaeuser reserves, for itself, its successors, assigns, permittees and licensees:

- (1) the right to use said road, and the right to cross and recross the same;
- (2) the right to go upon and use the land beneath the beam paths; and
- (3) specifically, but without limit, the generality of the foregoing, the right to construct, maintain and operate radio and/or television receiving, transmitting and/or relay stations on any frequency of electromagnetic radiation,
- (4) if and when necessary, may change the location of the above-described road as presently located, provided an adequate alternate road is made available to the UNITED STATES OF AMERICA, and its assigns, without additional cost;

in such manner as not to unreasonably interfere with the rights of the UNITED STATES OF AMERICA hereunder.

IV

The right of the UNITED STATES OF AMERICA for the purposes aforesaid is subject to the following conditions:

- A. The UNITED STATES OF AMERICA shall take reasonable precaution to prevent fires from arising on said land and adjacent lands; and
- B. comply with all laws, rules and regulations relating to fire prevention and suppression, except when expressly prohibited by Federal statute from so doing.
- C. With respect to the clearing and maintenance of the part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 21 lying beneath the beam paths, the UNITED STATES OF AMERICA shall dispose of all slashings and debris created by it.
- D. With respect to the improvement, maintenance and use of said road, the UNITED STATES OF AMERICA shall:
 1. bear its proportionate share of the cost of maintenance of said road; provided, however, it is understood that only during such periods of time as Meyerhaeuser makes use of said road will Meyerhaeuser be obligated to bear any part of the maintenance thereof;
 2. strictly observe and faithfully comply with all regulations relating to fire suppression and control; and to the closing of gates promulgated by Meyerhaeuser; and
 3. not use said road for any other purpose nor use any other road of Meyerhaeuser without the written permission of Meyerhaeuser.
- E. With respect to the exercise of any of its rights hereunder, the UNITED STATES OF AMERICA:
 1. shall, except as herein specifically provided, neither cut, damage, nor destroy any of Meyerhaeuser's timber without Meyerhaeuser's permission in writing;
 2. by acceptance of this grant, hereby agrees to indemnify and save harmless Meyerhaeuser, insofar as it may be permitted by existing or future law to do so, from and against all loss or damage and claims for loss or damage arising out of the exercise of any rights herein granted, except for such loss or damage which may result proximately from the sole negligence of Meyerhaeuser.

V

Weyerhaeuser agrees that in the event it permits the installation of any additional facilities in the SW 1/4 of Section 21 subsequent to the rights of the UNITED STATES OF AMERICA granted hereunder, that it will grant such permission subject to the rights of the UNITED STATES OF AMERICA hereunder, and shall provide that any such installation shall cause no impairment of the operation and use of the facility of the UNITED STATES OF AMERICA, and that in the event there is any such impairment, the same shall be eliminated at the expense of the party causing the same.

VI

It is recognized by the parties that the UNITED STATES OF AMERICA'S Station Site and the appurtenances thereto may be damaged or destroyed (1) by fire originating in the forest lands surrounding or in the vicinity of said Station Site, or (2) as a result of the use or occupancy of such forest lands by Weyerhaeuser or others and the UNITED STATES OF AMERICA, as one of the material considerations hereof, without which this grant would not be granted, hereby assumes all such risk of damage to or destruction of the Station Site and appurtenances thereto, except for such damage or destruction which may proximately result from the sole negligence of Weyerhaeuser.

W. E. H. H. H.
IN WITNESS WHEREOF, WEYERHAEUSER COMPANY has caused this instrument to be duly executed as of this _____ day of _____, 1970.

WEYERHAEUSER COMPANY

(SEAL)

By _____
President

Attest: _____
Secretary

STATE OF _____)
COUNTY OF _____) ss:

On this _____ day of _____, 1970, before me personally appeared _____ and _____, to me known to be the _____ of the corporation that executed the foregoing instrument, and acknowledged 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 authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal the day and year last above written.

Return to
CORPORATE POWER ADMINISTRATION
STATE OF IOWA
P. O. BOX 5811
IOWA CITY, IOWA 52241

(SEAL)

Notary Public in and for the
State of
Residing at

My commission expires:

Flp 6-11-70

W. E. H. H. H.
W. E. H. H. H.

AGREEMENT

TO

UNITED STATES OF AMERICA

OFFICIAL RECORDS

Case # _____
PAGE _____
RECEIVED _____
DATE _____
AM _____
STATE _____
Abel M. ...

X30

Return to
COMMERCIAL ...

2197003

2197003

Tract Nos. King Lake Radio Station Site
& Access Road, Parcels 3, 3A
& 5

AGREEMENT

WHEREAS, the undersigned R. D. MERRILL COMPANY, DIXMONT LAND COMPANY and RING COMPANY, d/b/a MERRILL & KING, 920 White-Henry-Stuart Building, Seattle, Washington 98101 are the owners of certain mineral rights on the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 21, Township 27 North, Range 7 East, Willamette Meridian, Snohomish County, Washington, and

WHEREAS, the UNITED STATES OF AMERICA is acquiring fee title to a radio station site and an easement for an access road across said property, said radio station site and access road being more particularly described as follows:

King Lake Radio Station Site:

A parcel of land in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 21, Township 27 North, Range 7 East, Willamette Meridian, Snohomish County, Washington, containing 0.23 of an acre, more or less, and described as follows:

Beginning at a point which is N.15°36'30"E., 3601.5 feet from the Southwest corner of Section 21, Township 27 North, Range 7 East, Willamette Meridian; thence N. 18°11'40"W., 100.0 feet; thence N.71°48'20"E., 100.0 feet; thence S. 18° 11'40"E., 100 feet; thence S.71°48'20"W., 100.0 feet to the point of beginning.

King Lake Radio Station Site Access Road, Parcels 3, 3A and 5:

In portions of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, the E $\frac{1}{2}$ EW $\frac{1}{4}$ and the S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 21, Township 27 North, Range 7 East, Willamette Meridian, Snohomish County, Washington, as shown colored in red on map No. 128240 DFM-D, attached hereto and by this reference made a part hereof, and

WHEREAS, the exercise of said mineral rights could conflict with the purposes of the radio station site and access road,

NOW THEREFORE, in consideration of the sum of one hundred

Dollars (\$ 100.00) to be paid to the mineral owners by the UNITED STATES OF AMERICA, the mineral owners do hereby agree that their mineral rights shall be exercised in such a manner as not to injure persons, interfere with the use of said radio station and access road or damage improvements or other property located upon said radio station site, and provided further that in no event shall said mineral rights be exercised within 300 feet below the surface of said radio station site.

IN WITNESS WHEREOF, the individuals ~~hereunto~~ have hereunto set their hands and

have caused this instrument to be signed by its proper officers thereunto duly authorized as of this 16th day of September 1970 .



NO SALES TAX
REQUIRED
MAY 18 1971

VERNE STEVEN, Snohomish County Treasurer
By: *[Signature]* Deputy

D. MERRILL COMPANY
BY: *[Signature]*
BY: *[Signature]*
DIXMONT LAND COMPANY
BY: *[Signature]* Vice-President
BY: Douglas Swan Ant King
RING COMPANY
BY: *[Signature]*
BY: *[Signature]*

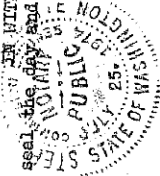


STATE OF WASHINGTON }
 } ss
County of King }

2197003

On this 21 day of September, 1970, before me personally appeared Corydon Wagner, Jr. and W. J. Wright to me known to be the President and Assistant Secretary of R. D. Merrill Company, 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 they were authorized to execute said instrument and that the seal affixed thereto 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.

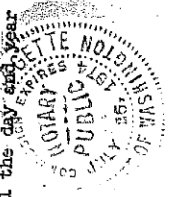


Stephanie Dargatzis
Notary Public in and for the State of Washington,
residing at Seattle, Washington

STATE OF WASHINGTON }
 } ss
County of King }

On this 21 day of September, 1970 before me personally appeared W. J. Wright and Douglas Palmer to me known to be the Vice President and Assistant Secretary of Diamond Land Company, 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 they were authorized to execute said instrument and that the seal affixed thereto 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.



Stephanie Dargatzis
Notary Public in and for the State of Washington,
residing at Seattle, Washington

STATE OF WASHINGTON }
 } ss
County of King }

On this 21 day of September, 1970 before me personally appeared E. P. Garrett and W. J. Wright to me known to be the President and Secretary of Ring Company, 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 they were authorized to execute said instrument and that the seal affixed thereto 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.

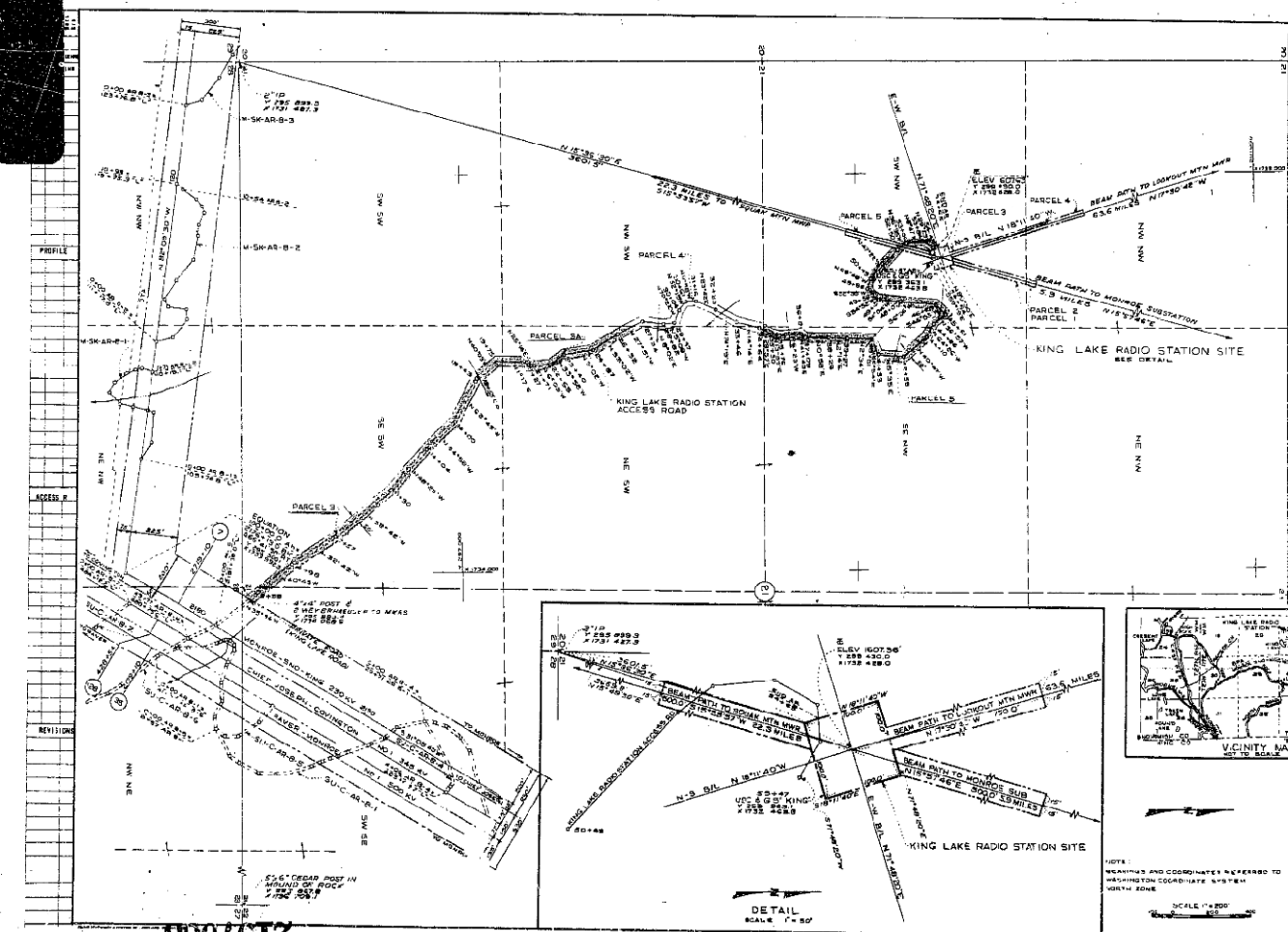


Stephanie Dargatzis
Notary Public in and for the State of Washington,
residing at Seattle, Washington

File 7-13-70

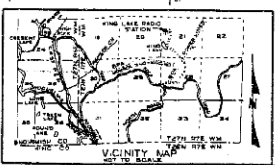
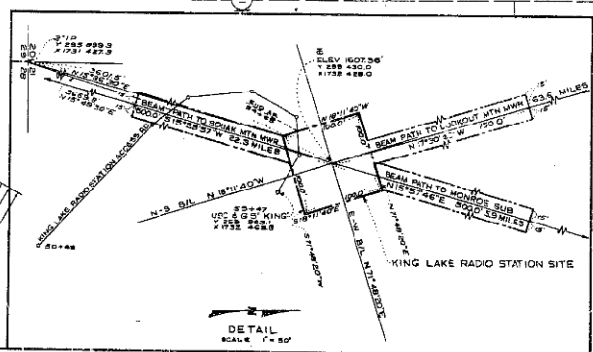
Filed for record MAY 18 1971
Request 9 AM-PM

PIQUET NATIONAL TITLE INS. CO.
Stanley Dubique, Stationery County Agent



SECS 21 & 28 T27N R7E WM
SNOHOMISH COUNTY, WASHINGTON

TRACT SITE TO SITE	NAME	LOCATION	SURVEY LENGTH ACRES
PARCEL 1 M-SHAR-B-3 M-SHAR-B-2	STATE OF WASHINGTON STATE TOWER BOATS MOUNTAIN VIEW TRAIL	TRAIL MOUNTAIN VIEW TRAIL DUTY MOUNTAIN PARCEL MOUNTAIN VIEW TRAIL PARCEL 5	
PARCEL 2 M-SHAR-B-2	MEYER-UTASER CD	SWAN NW/4 SEC 2 SEAN P/M TO LONQUOY MTH PAS	CDM
PARCEL 3 M-SHAR-B-2	MEYER-UTASER CD	SEAN P/M TO LONQUOY MTH PAS MOUNTAIN VIEW TRAIL SEAN P/M TO DUTY MTH PARCEL	
PARCEL 4 M-SHAR-B-2	MEYER-UTASER CD	SEAN P/M TO LONQUOY MTH PAS MOUNTAIN VIEW TRAIL SEAN P/M TO DUTY MTH PARCEL	
PARCEL 5 M-SHAR-B-2	MEYER-UTASER CD	SEAN P/M TO LONQUOY MTH PAS MOUNTAIN VIEW TRAIL SEAN P/M TO DUTY MTH PARCEL	
PARCEL 6 M-SHAR-B-2	MEYER-UTASER CD	SEAN P/M TO LONQUOY MTH PAS MOUNTAIN VIEW TRAIL SEAN P/M TO DUTY MTH PARCEL	



OFFICIAL RECORDS
VOL 504 PAGE 401

SECS 21 & 28	T27N	R7E	WM
SECTION			
UNIVERSITY OF WASHINGTON BONNEVILLE FENCE ADMINISTRATION MOUNTAIN VIEW TRAIL			
KING LAKE RADIO STATION SITE AND ACCESS ROAD			
DATE OF SURVEY			
DATE OF RECORD			
DATE OF REVISION			
DATE OF REVISION			
DATE OF REVISION			
DATE OF REVISION			
DATE OF REVISION			

SCALE 1" = 500'

NOTES:
BEARINGS AND COORDINATES REFERRED TO
WASHINGTON COORDINATE SYSTEM
NORTH ZONE

2197003

QUIT-CLAIM DEED

VOL 427 PAGE 551

901645

The grantor, R. D. MERRILL (a widower now and at the time of acquiring any interest in the hereafter described real property), of Seattle, Washington, in consideration of Ten Dollars (\$10.00) and other valuable consideration, in hand paid, conveys and quit-claims to DIXMONT LAND COMPANY, a Washington corporation, of Seattle, Washington, an undivided one-third interest in all of the property situated in Snohomish County, Washington and more particularly described in "Exhibit A" hereto attached, together with all rights-of-way appurtenant thereto and timber, standing and down, located thereon.

DATED this 30th day of November, 1948.

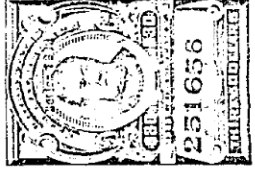
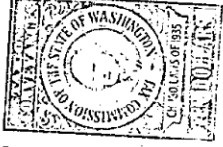
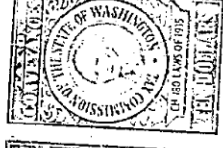
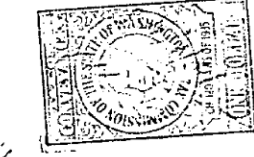
R. D. Merrill

STATE OF WASHINGTON)
 County of King) ss

THIS IS TO CERTIFY: That on this 30th day of November, 1948, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came R. D. MERRILL, to me known to be the individual described in and who executed the within instrument, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

Anna F. Mitchell
 Notary Public in and for the State
 of Washington, residing at Seattle



"EXHIBIT A"

The following described real property, including

the timber, standing and down, thereon, to-wit:

The Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Two (2), Township Twenty-seven (27) North, Range Four (4) East W. M.; and

The Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$); the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$); the Southwest Quarter (SW $\frac{1}{4}$) and the Southeast Quarter (SE $\frac{1}{4}$) of Section Two (2); the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$); the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$); and the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Three (3); the South Half (S $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), less the West 1268 feet thereof, in Section Nine (9); the West Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$); the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$); the North Half (N $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$); the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$); less the West 208.71 feet of the South 208.71 feet thereof; and the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$); the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$); less the West 330 feet of the South 792 feet thereof; the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$), less the West 330 feet of the South 792 feet thereof; the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$), less the West Half (W $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$); and the Southwest Quarter (SW $\frac{1}{4}$) of Section Ten (10); the Northeast Quarter (NE $\frac{1}{4}$); the North Half (N $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$); the North Half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$); the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$); less the West Half (W $\frac{1}{2}$) of the West Half (W $\frac{1}{2}$) of the East Half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) thereof; the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) thereof; in Section Eleven (11); the Northwest Quarter (NW $\frac{1}{4}$); the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$); the Southeast Quarter (SE $\frac{1}{4}$); the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$); the Northwest Quarter (NW $\frac{1}{4}$) of the East Half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$); and the East Half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$), in Section Twelve (12); the Northeast Quarter (NE $\frac{1}{4}$) of Section Fifteen (15); and

The West Half (W $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Ten (10), Township Twenty-eight (28) North, Range Four (4) E. W. M., containing five acres more or less; SUBJECT to a contract of sale made by Merrill & Ring Logging Company to Cecil H. Smith, dated December 4, 1941, which contract is included in the property being conveyed; and

Lots One (1) to Sixteen (16), inclusive, and Twenty-five (25), Twenty-six (26), Thirty-one (31), Thirty-six (36), Thirty-seven (37), Thirty-eight (38), and Forty-three (43) to Sixty-two (62), inclusive, in Beverly Berry Tracts, Division No. 2.

Merrill-King-Pliss Company
 A corporation.
 Merrill & King Lumber company, a
 corporation.
 Richard D. Merrill and Fula Lee Merrill
 his wife of Seattle, Washington.
 - To -
 Forks Logging Company, a Wisconsin
 Corporation.
 \$202,500.00
 C. W. F. C. & C.
 its s. and a.

File No. 10135
 Inst. S.D.
 Dated. May. 5th 1909
 Filed. Apr. 8th 1909, 11:37 A M

739203 is which is the
 copy of this problem. *red*

Description.

WITNESSETH: That the said parties of the first part for and in consideration of the sum of \$202,500.00 do by these presents G.R. S. convey and confirm unto Grantee and to its s. and a. the following described tracts, lots or parcels of land lying and being in the County of Snohomish, in the State of Washington and particularly bounded and described as follows to-wit:--

(The S.W. 1/4 of Sec. 8; the E 1/2 of Sec. 17) 1/4 of N.W. 1/4 and S.W. 1/4 of Sec. 21; the S.E. 1/4 of N.E. 1/4 and S.E. 1/4 and E 1/2 of S.W. 1/4 of Sec. 20; entire Sec. 28; 29 and (N.E. 1/4 of S.E. 1/4 of Sec. 30); W 1/2 of E 1/2 and W 1/2 of Sec. 28; 1/4 of S.E. 1/4 and S.E. 1/4 of N.E. 1/4 of Sec. 21; and the N.W. 1/4 of N.E. 1/4 of Sec. 15 and E 1/2 of N.W. 1/4 of Sec. 22 all in Twp. 27 N. of R. 7) excepting and reserving from all and singular said lands unto Grantors, their h. s. and a. as to the several portions thereof hereinafter mentioned in that part of this deed which limits the warranty of Grantors herein, all coal and mineral of every name and nature which may exist in or on said land or any part thereof, together with the right to enter upon the same and explore said lands and to mine and remove therefrom such coal or mineral, if found thereon.)

The warranty of Grantor Merrill & King Lumber company shall be and is hereby limited to the said W 1/4 of S.E. 1/4 and S.E. 1/4 of S.E. 1/4 of Sec. 21 and the N. 1/4 of the N.W. 1/4 of Sec. 28 and to an undivided 3/4 interest in the said E 1/2 of S.W. 1/4 of Sec. 15 and E 1/2 of N.W. 1/4 of Sec. 22; and that the warranty of Grantors Richard D. Merrill and Fula Lee Merrill, his wife, shall be and is hereby limited to an undivided 1/4 interest in said E 1/2 of S.W. 1/4 of Sec. 15 and E 1/2 of N.W. 1/4 of Sec. 22; and that the warranty of Grantor Merrill-King-Pliss Company shall be and is hereby limited to the remaining lands herein first above described.

Covenants, (Corporate Seal)
 Merrill-King-Pliss Company
 by Thomas D. Merrill, Its President.
 and Timothy Jerome, Its Secretary.

Witnesses
 None

POOR ORIGINAL

\$1.10 Fed

(corp seal) Everett Improvement Company

By D.A. Dryce Vice-President

Attest: Lewis King, Secretary

SWCS ssack 10-20-42 by officers as signed (full corp form)
bef Marguerite Larsen, N.P. in and for the s/w res at Evt Snoco
n s 2-26-46

(mail 2nd pty, 813 Hoyt, city)

Spoc W.D.

fi 12-4-42

dt 11-30-42 \$10 and OVC

Merrill & Ring Lumber Company, a Washington corporation
of Seattle, Washington, and R.D. Merrill, Trustee, as aforesaid
of Seattle, Washington,

to

R.D. Merrill Company, a Washington corporation, R.D. Merrill
and E.I. Garrett of Seattle, Washington

BE IT KNOWN BY THESE PRESENTS:

That whereas on the 23rd day of Nov 1942 at a meeting
duly and regularly held and called for the purpose the
shareholders of Merrill & Ring Lumber Company unanimously
adopted a resolution to dissolve and wind up the affairs
of sd corpn, and R.D. Merrill is the duly and regularly apptd
and qualified Trustee to conduct sd winding up and to com-
plete the dissolution of sd corpn;

and
whereas all the debts and liabilities of sd corpn
have been paid or provided for; and the grantee hereinafter

named are entitled to have distributed to them the ppty here in after described; and

Whereas the authority and duties of the officers of Merrill & Ring Lumber Company have been continued by sd Trustee for the purpose of making cyances;

NOW THEREFORE the sd Merrill & Ring Lumber Company a Washington corpn of Seattle, Washington and R.D.Merrill Trustee as aforesaid, of Seattle, Washington in consid of \$10 and OVC in hand paid,

cy and war

to R.D.Merrill Company, a Washington corpn, R.D.Merrill and E.I.Garrett of Seattle, Washington

all of the ppty sitd in SCW and more particularly described in "Exhibit A" hereto attached,

to g all rights-of-way appurtenant thereto and timber, standing and down, located thron and also all ri, ti and int in any and all rl ppty belg to the sd Merrill & Ring Lumber Company, and located in the aforesaid County.

This cyance is made sj to all pub roads and existing private rights-of-way of pub rkd in the Auditor's ofc of sd Sno Co; and the warranties of this deed are limited to the acts of the grantors.

It is the purpose of this deed to cy to each of the abv grantees an undivided 1/3 of the ppty cyd.

Dtd this 30th day of Nov 1942.

(corp seal)
Merrill & Ring Lumber Company
By R.D.Merrill President
By R.G.Wright, Assistant Secretary

R.D.Merrill, Trustee

SWVK ss Ack 11-30-42 by R.D.Merrill and R.G.Wright, President and Assistant Secretary respectively of Merrill & Ring Lumber Company the corpn that executed the within and foreg inst (full corp form) bef Lurie Dorothy N.P.in and for the s/w res at stle n s 12-10-44

SWCK ss Ack 11-30-42 by R.D.Merrill, Trustee, who executed the within inst as his free and vol act and deed for the uses and purposes thrin mentioned, bef Lurie Dorothy N.P. in and for the s/w res at Stle n s 12-10-44

EXHIBIT A"

The folg deso rl ppty imcluding the timber, standing and down thron towit:

The NE $\frac{1}{4}$; Lots 1 and 2; the NE $\frac{1}{2}$ of the SE $\frac{1}{4}$; the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$; the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ less the E 330 ft; the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Secn 1; the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Secn 2; the NE $\frac{1}{4}$ and the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Secn 12 all in Twp 27 N, Range 4 East W.M. and

Lots 1, Secn 7 Twp 27 North, Range 5 East W.M.; and

The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$; the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$; the SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ of Secn 2; the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; and the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Secn 3; the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ less the W 1268 ft thereof; in Secn 9; the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ less the W 208.71 ft of the S 208.71 ft thereof; and the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$; the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ S 792 ft thereof; the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ less the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; and the SE $\frac{1}{4}$ of Secn 10; the NE $\frac{1}{4}$; the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$; the S $\frac{1}{2}$ of the NW $\frac{1}{4}$; the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ thereof; less the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ in Secn 11; the NW $\frac{1}{4}$; the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$; and the E $\frac{1}{2}$ of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ in Secn 12; the NE $\frac{1}{4}$; the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ thereof; and the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Secn 15; the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Secn 15.

Lot 2, less the r/w of the Great Northern Railroad of rkd in the ofc of the Sno Co Auditor in Secn 17; the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$; Lots 1 and 2, less the r/w of the Great Northern Railroad of rkd in the ofc of the Sno Co Auditor; the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ in Secn 20; the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$; Lots 1, 2, and 3, less the r/w of the Great Northern Railroad of rkd in the ofc of the Sno Co Auditor, and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ in Secn 29 all in Twp 28 N, Range 4 East W.M.; and

The W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Secn 11, Twp 28 North, Range 4 E.W.M. SUBJECT to a contr of sale made by Merrill & Ring Logging Company to Walter Wells, dtd 5-29-41 which contr is included in the ppty being cyd; and

The SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Secn 15 Twp 28 N, Range 4 E.W.M. SUBJECT to a contr of sale made by Merrill & Ring Logging Company to Charles R Schumacher and Phyllis M Schumacher his wife under dt of July 1 1939 which contr is included in the ppty being cyd; and

The W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Secn 10 Twp 28 North, Range 4 E.W.M. cont. 5 acres m/1; sj to a contr of sale made by Merrill & Ring Logging Company to Cecil H Smith dtd Dec 4 1941 which contr is included in the ppty being cyd; and

Lot 1, Secn 17 Twp 28 N, Range 4 East W.M. less Great Northern Railway Company's r/w; also the S 660 ft of that cer parcel of tidelands owned by the grantor abutting upon and in front of the r/est abv described, sj to a contr of sale made by Merrill & Ring Lumber Company to Frank K Hargreaves and Theo I Bair, under dt of June 14 1940 w n contr is included in the ppty being cyd; and

Tract 39 of Beverly Berry Tracts, Division No. 2 as shown upon the plat thereof fld for rkd in the ofc of the Co Aud in and for SC; sj to a contr of sale made by Merrill & Ring Logging Company to E.G. Hudson and D.O. Breedlove, dtd July 13 1936 which contr is included in the ppty being cyd, and

Lot 29 of Beverly Berry Tracts, Division No. 2 as shown upon the plat thereof fld for rkd in the ofc of the Co Aud in and for Sno Co; subj to a contr of sale made by Merrill & Ring Logging Company to Karl E Vetter under dt of July 22 1936, which contr is included in the ppty being cyd; and

Lots 1 to 16 inclusive, and 24, 25, 26, 31, 36, 37, 38 and 43 to 62 inclusive, in Beverly Berry Tracts No. 2; and

All tide and shore lds of the 2nd class obtained from the S/W situate in front of, adjacent to or abutting upon a part of Lot 1, Secn 17 Twp 28 N, Range 4 East of the W.M. measured alg the meander li as follows:

Beap on the meander li in front of Lot 1, Secn 17 Twp 28 North, Range 4 East of the W.M. from which the meander corner to Secns 16 and 17 bears N 37°30' E 2.00 chains and N 31°45' E 2.23 chs distant; th from sd ptob, run S 37°30' west 16 19 chs to the terminal pt of this description, being a total of 16.19 lineal chains.

Also all tide and shore lds of the 2nd class obtained from the S/W situate in front of adjacent to or abutting upon a part of Lot 2, Secn 17 Twp 28 N, Range 4 East of the W.M. measured alg the meander li as fol:

Beap on the meander li in front of Lot 2 Secn 17 Twp 28 N, Range 4 East of the W.M. from which the meander corner to Secs 16 and 17 bears N 40° east 7.17 chains; N 15° east 4.61 chains; N 41°30' E 4.13 chs; E 37°30' E

(over)

20.19 chs ; N 31°45' E 2.23 chs distant; th from sd ptob run S 40° W 1.33 chs; S 14°15' W 1.00 chs to the terminal pt of this description, being a total of 2.33 lineal chs.

Also all tide and shore lds of the 2nd class, obtained from the S/W situate in front of, adjacent to or abutting upon a part of Lot 1, Secn 20 Twp 28 N, R 4 East of the W.M. measured alg the meander li as follows:

Baap on the meander li in front of Lot 1, secn 20, Twp 28 North, Range 4 East of the W.M. from wh the meander corner to Secns 17 and 20 bears N 39°45' E 5.40 chs; N 19° east 6.00 chains; N 49°45' E 1.82 chs distant; th from sd pt of beginning run S 39°45' West 4.00 chs and S 1.00 chs to the terminal pt of this description, being a total of 5.00 lineal chains.

Also all tide and shore lands of the 2nd class obtained from the S/W situate in front of, adjacent to or abutting upon a part of Lot 1, Secn 29 Twp 28 N, R 4 East of the W.M. measured alg the meander li as follows:

Baap on the meander li in front of Lot 1 Secn 29 Twp 28 N, Range 4 East of the W.M. from wh the meander corner to Secns 20 and 29 bears N 54°30' E 3.35 chs distant; thence from sd pt of beginning run S 26° west 6.50 chs, S 10°30' W 6.12 chs to the terminal pt of this description being a total of 12.62 lineal chains.

Also all tide and shore lds of the 2nd class obtained from the S/W situate in front of, adjacent to or abutting upon a part of Lots 1 and 2, Secn 29 Twp 28 N, R 4 East of the W.M. measured alg the meander li as follows:

Baap on the meander li in front of Lot 2, Secn 29 Twp 28 North, Range 4 East of the W.M. from wh the meander corner to Secns 20 and 29 bears N 44° east 1.00 chs; N 10° 30' E 8.12 chs, N 26° east 6.50 chs; N 54°30' E 3.35 chs; distant; th from sd pt of beginning run S 44° west 5.28 chs S 2° West 7.50 chs to the terminal pt of this description, being a total of 12.78 lineal chs.

Also all tide and shore lds of the 2nd class obtained from the S/W situate in front of, adjacent to or abutting upon a part of Lots 2 and 3, Secn 29 Twp 28 N, R 4 East of the W.M. measured alg the meander li as fol:

Baap on the meander li in front of Lot 2, Secn 29 Twp 28 N, Range 4 East of the W.M. from wh the meander corner to Secns 20 and 29 bears N 26° east 2.00 chains; N 2° east 9.50 chs; N 44° east 6.28 chs; N 10°30' E 8.12 chs; N 26° east 6.50 chs; N 54°30' east 3.35 chs distant, th from sd pt of beg run S 26° west 2.98 chs; S 1°15' W 20.68 chs to the terminal pt of this description, being a total of 23.66 lineal chains.

Also all tide and shore lds of the 2nd class obtained from the S/W situate in front of, adjacent to or abutting upon a part of Lot 3, Secn 29 Twp 28 N, R 4 East of the W.M. measured alg the meander li as fol:

Baap on the meander li where the S li of Lot 3, Secn 29 Twp 28 N, Range 4 east of the W.M. nexts sd meander li and from wh the meander corner to Secns 29 and 32 bears S 39° west 13.47 chs; S 39°15' east 12.30 chains distant; thence from sd ptob run N 39° east 4.40 chs; N 66°45' E 1.00 chs to the terminal pt of this description, being a total of 5.40 chains; and the several descriptions together having a total frontage of 77.98 lineal chs, m/l measured alg the meander li akdg to a certified copy of the government field notes of the survey thereof on file in the ofc of the Commissioner of Public Lands at Olympia, Washington

Also all tide lands of the 2nd class obtained from the S/W lying betw the li of mean low tide and the li of extreme low tide and in front of that part of Lot 1, Secn 17, Twp 28 North, Range 4 East W.M. measured alg the meander li as

(over)

follows: Baap on sd meander li from wh the meander corner to fractional Secns 16 and 17; Twp 28 N,R 4 East W.M. bears north $37\frac{1}{2}^{\circ}$ east, 2.00 chns and N $31-3/4^{\circ}$ east, 2.23 chs distant, and running th S $37\frac{1}{2}^{\circ}$ west, 16.19 chs to the terminal pt of this description with a frontage of 16.19 lineal chs; also

In front of that part of Lot 2, Secn 17 Twp 28 N, Range 4 east W.M. measured alg the meander li as fol: Baap on sd meander li from wh the meander corner to fractional Secns 16 and 17 Twp 28 N,R 4 East W.M. bears N 40° east, 7.17 chns; N 15° east, 4.61 chs; N $41\frac{1}{2}^{\circ}$ east 4.13 chs; N $37\frac{1}{2}^{\circ}$ east, 20.19 chs and N $31-3/4^{\circ}$ east, 2.23 chs distant and running th S 40° west, 1.33 chs and S $14\frac{1}{2}^{\circ}$ west, 1.00 chain to the terminal pt of this description, with a frontage of 2.33 lineal chains; also

In front of that part of Lot 1, Secn 20, Twp 28 N,R 4 east W.M., measured alg the meander li as follows: Baap on sd meander li from wh the meander corner to fractional Secns 17 and 20, Twp 28 N Range 4 east W.M. bears N $39-3/4^{\circ}$ east, 5.40 chs; N 19° east, 6.00 chs and N $49-3/4^{\circ}$ east, 1.82 chs distant; and running th S $39-3/4^{\circ}$ west, 4.00 chs and S 1.00° chain to the terminal pt of this description with a frontage of 5.00 lineal chains; also

In front of that part of Lot 1, Secn 29 Twp 28 N,R 4 East W.M. measured alg the meander li as fol: Baap on sd meander li from wh the meander corner to fractional Secns 20 and 29 bears N $54\frac{1}{2}^{\circ}$ east, 3.35 chains distant and running th S 26° west, 6.50 chains and S $10\frac{1}{2}^{\circ}$ west, 6.12 chs to the terminal pt of this description with a frontage of 12.62 lineal chs; also

In front of those parts of Lots 1 and 2, Secn 29 Twp 28 N,R 4 east W.M. measured alg the meander li as fol: Baap on sd meander li from wh the meander corner to fractional Secns 20 and 29 Twp 28 N R 4 East W.M., bears N 44° east, 1.00 chain; N $10\frac{1}{2}^{\circ}$ east 8.12 chs; N 26° east, 6.50 chs and N $54\frac{1}{2}^{\circ}$ east, 3.35 chs distant and running th S 44° west, 5.28 chains and S 2° west 7.50 chs; to the terminal pt of this description with a frontage of 12.78 chains; also

In front of those parts of Lots 2 and 3, Secn 29 Twp 28 North Range 4 East W.M. measured alg the meander li as fol: Baap on sd meander li from wh the meander corner to fractional Secns 20 and 29 bears N 26° east, 2.00 chs; N 2° east, 9.50 chs; N 44° east, 6.28 chs; N $10\frac{1}{2}^{\circ}$ east, 8.12 chs; N 26° east, 6.50 chs and N $54\frac{1}{2}^{\circ}$ east, 3.35 chs distant and running th S 26° west, 2.98 chs and S $1\frac{1}{2}^{\circ}$ west, 20.68 chs to the terminal pt of this description with a frontage of 23.66 lineal chains; also

In front of that part of Lot 3, Secn 29 Twp 28 N,R 4 East W.M. measured alg the meander li as fol: Beginning at the pt of rxn of the S li of sd Lot 3 with sd meander li and running th N 39° east, 4.40 chs, m/l to an angle pt in sd meander li; th N $66-3/4^{\circ}$ east, 1.00 chain to the terminal pt of this description, with a frontage of 5.40 lineal chs m/l,

The several descriptions together having a total frontage of 77.98 lineal chains m/l, measured alg the meander line akdg to a certified copy of the government field notes of the survey thereof on file in the ofc of the Commissioner of Public Lands at Olympia, Washington

(mail Wright & Innis, 1411 4th Ave Bldg, Seattle, Wash.)

EASEMENT

Capital Bank Trust A

THIS EASEMENT is granted this 13th day of November, 1969, by WEYERHAEUSER COMPANY, a Washington corporation, hereinafter referred to as "Weyerhaeuser", to the UNITED STATES OF AMERICA, for and on behalf of the BONNEVILLE POWER ADMINISTRATION, and its assigns, hereinafter referred to as "Administration"; WITNESSETH:

I

In consideration of the sum of Twenty-five Thousand, Five Hundred and No/100 Dollars (\$25,500.00), receipt of which is hereby acknowledged, and of the faithful performance and strict observance by Administration of the promises and conditions hereinafter set forth, Weyerhaeuser hereby grants to Administration, in perpetuity:

A. The right to enter upon the following described tract of land in the Southeast Quarter of Northeast Quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section Eleven (11), Township Seventeen (17) North, Range Four (4) West of Willamette Meridian, in Thurston County, Washington:

Beginning at a point on the West side of a private road which is North 26° 18' 30" West 256.3 feet from the East quarter corner of said Section 11;
thence North 87° 44' West 77.0 feet;
thence North 12° 16' East 75.0 feet;
thence South 87° 44' West 70 feet, more or less, to a point on the West side of said private road;
thence Southerly along the West side of said private road to the point of beginning,

for the purpose of constructing, maintaining, reconstructing, and operating a VHF radio station, together with the right to remove or top any danger trees (located adjacent to said tract.) Said tract is hereinafter referred to as the "Station Site" and is shown colored blue on the attached Exhibit A.

B. The right to use beam paths across the Southeast Quarter of Northeast Quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section Eleven (11), Township Seventeen (17) North, Range Four (4) West of Willamette Meridian, in Thurston County Washington, located as shown colored green on the attached Exhibit A, and to clear and keep clear the same of all trees, timber and man-made structures extending above an elevation that is thirty (30) feet above the

and maintain the same in accordance with the attached plan
Weyerhaeuser

ground elevation at the center of the Station Site.

C. The nonexclusive right to use the existing road across the South Half of Northeast Quarter (S $\frac{1}{4}$ of NE $\frac{1}{4}$), the North Half of Southeast Quarter (N $\frac{1}{2}$ of SE $\frac{1}{4}$), and the Southeast Quarter of Southeast Quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section Eleven (11), Township Seventeen (17) North, Range Four (4) West of Willamette Meridian, in Thurston County, Washington, located approximately as shown in red on the attached Exhibit A, for purposes of ingress to and egress from said Station Site.

II

A. The Administration's use of said Station Site and above described beam paths shall be limited to the transmission of six (6) electronic beams on fixed bearings, and one (1) omnidirectional beam; all seven (7) beams to be operated within Government band frequencies assigned by the Interdepartment Radio Advisory Committee.

B. This ~~assent~~^{is granted} ~~is granted~~ in perpetuity; provided, that the Station Site, and all rights hereunder, shall automatically revert to Weyerhaeuser, its successors or assigns, upon the condition that Weyerhaeuser, its successors or assigns, shall elect to pay to Administration, or its assigns, the then fair market value within six (6) months after Weyerhaeuser, its successors or assigns, receives a notice from Administration, or its assigns, that said Station Site is no longer being used for the purpose hereinabove set forth. Upon payment by Weyerhaeuser, its successors or assigns, Administration, or its assigns, shall execute and deliver to Weyerhaeuser, its successors or assigns, a recordable instrument showing that the said fair market value has been paid and that said Station Site and rights, have reverted to Weyerhaeuser. The Administration, or its assigns, may, at their election, remove any salvageable material from said Station Site within six (6) months after payment of said fair market value is received.

III

Weyerhaeuser reserves, for itself, its successors, assigns, permits and licensees:

(1) the right to use said existing road, and the right to cross

and recross the same;

(2) the right to go upon and use the land beneath the beam paths; and

(3) specifically, but without limiting the generality of the foregoing, the right to construct, maintain and operate radio and/or television receiving, transmitting and/or relay stations on any frequency of electromagnetic radiation, in such manner as not to unreasonably interfere with the rights of Administration hereunder.

IV

The right of Administration for the purposes aforesaid is subject to the following conditions:

- A. With respect to entering upon and using said Station Site:
1. The operation and use of said Station Site shall not impair the operation and use of any existing radio facility.
 2. Administration may construct buildings and make such improvements on said tract as it may desire which will be and remain its property, but shall not do or permit to be done any act or thing on said tract which may or might become or result in any lien or charge thereon. All such buildings or improvements so constructed on said tract shall be of fire resistant construction having no wood or inflammable parts exposed.
 3. Administration shall:
 - a. store all fuel oil and gasoline in metal tanks buried below the surface of the ground with suitable surface markers indicating the location of said tanks;
 - b. store all other combustible liquids and explosive or inflammable materials in such manner as to prevent fire or explosion;
 - c. burn or otherwise dispose of all waste and debris created by the construction and maintenance of said Station Site and maintain the same free and clear of all waste and inflammable debris;

ing on said land and adjacent lands; and

e. comply with all laws, rules and regulations relating to fire prevention and suppression, except when expressly prohibited by Federal statute from so doing.

B. With respect to the clearing and maintenance of the part of the ~~SE 1/4 of NE 1/4~~ of said Section ~~14~~ ²¹ lying beneath the beam path, Administration shall dispose of all slashings and debris created by it.

C. With respect to the improvement, maintenance and use of said road, Administration shall:

1. bear its proportionate share of the cost of maintenance of said road; provided, however, it is understood that only during such periods of time as Weyerhaeuser makes use of said road will Weyerhaeuser be obligated to bear any part of the maintenance thereof;

2. strictly observe and faithfully comply with all regulations relating to fire suppression and control; and to the closing of gates promulgated by Weyerhaeuser; and

3. not use said road for any other purpose nor use any other road of Weyerhaeuser without the written permission of Weyerhaeuser.

D. With respect to the exercise of any of its rights hereunder, Administration:

1. shall, except as herein specifically provided, neither cut, damage, nor destroy any of Weyerhaeuser's timber without Weyer-

Under "y"

Weyerhaeuser agrees that in the event it permits the installation of any additional facilities in the SW 1/4 NW 1/4 of Section 21 subsequent to the granting of this easement that it will grant such permission subject to the rights of Administration hereunder, and shall provide . . .

y

y

mage

m

r

ic-

c

d. take reasonable precaution to prevent fires from arising on said land and adjacent lands; and

e. comply with all laws, rules and regulations relating to fire prevention and suppression, except when expressly prohibited by Federal statute from so doing.

B. With respect to the clearing and maintenance of the part of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Section ~~11~~ lying beneath the beam path, Administration shall dispose of all slashings and debris created by it.

C. With respect to the improvement, maintenance and use of said road, Administration shall:

1. bear its proportionate share of the cost of maintenance of said road; provided, however, it is understood that only during such periods of time as Weyerhaeuser makes use of said road will Weyerhaeuser be obligated to bear any part of the maintenance thereof;

2. strictly observe and faithfully comply with all regulations relating to fire suppression and control; and to the closing of gates promulgated by Weyerhaeuser; and

3. not use said road for any other purpose nor use any other road of Weyerhaeuser without the written permission of Weyerhaeuser.

D. With respect to the exercise of any of its rights hereunder, Administration:

1. shall, except as herein specifically provided, neither cut, damage, nor destroy any of Weyerhaeuser's timber without Weyerhaeuser's permission in writing; and

2. by acceptance of this permit, hereby agrees to indemnify and save harmless Weyerhaeuser, insofar as it may be permitted by existing or future law to do so, from and against all loss or damage and claims for loss or damage arising out of the exercise of any

rights herein granted, *except for such loss or damage which may result from the exercise of the rights herein granted.*

Weyerhaeuser agrees that in the event it permits the installation of any facility other than those of Division of Forestry, Weyerhaeuser and Administration, upon the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Sec-

tion 11,) that it will grant such permission subject to the rights of Administration hereunder, and shall provide that any such installation shall cause no impairment of the operation and use of the facility of Administration and that in the event there is any such impairment, the same shall be eliminated at the expense of the party causing the same.

VI

It is recognized by the parties that Administration's Station Site and the appurtenances thereto may be damaged or destroyed (1) by fire originating in the forest lands surrounding or in the vicinity of said Station Site, or (2) as a result of the use or occupancy of such forest lands by Weyerhaeuser or others and the Administration, as one of the material considerations hereof, without which this Easement would not be granted, hereby assumes all such risk of damage to or destruction of the Station Site and appurtenances thereto.

Appurtenances of Weyerhaeuser
to
Station Site and appurtenances thereto, except for such damage or destruction which may result from lightning or

VII

Fuel deliveries to said Station Site shall be made during the winter months insofar as possible, and any fuel delivery operations, required during the fire season as established by State laws shall be performed in the presence of an authorized representative, who is a full time employee of the Administration, and strictly in accordance with the terms and conditions of this Easement.

IN WITNESS WHEREOF, the parties hereto have caused this Easement to be duly executed, in duplicate, as of the day and year first above written.

WEYERHAEUSER COMPANY

Attest: May J. Mason
Assistant Secretary

By: Charles W. Brigham
Vice President, Wood Products

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
*BONNEVILLE POWER ADMINISTRATION

By: _____
Title _____

STATE OF WASHINGTON)
) ss.
County of Pierce)

On this ~~November~~ ^{4th} day of ~~November~~ ^{December}, 1969, before me personally appeared Charles W. Bingham and Mary B. Mosier, to me known to be the Vice President, Good Products and Assistant Secretary, respectively, of WEYERHAEUSER COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged 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 they were 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.



Robert W. Pigeon
Notary Public in and for the State of
Washington, residing at Tacoma.

WARRANTY DEED AND
BEAM PATH EASEMENT
AND ACCESS ROAD EASEMENT

MEYERHAEUSER COMPANY

TC

UNITED STATES OF AMERICA

FILE #
PAGE RECORDED
REQ OF
PIERCE NATIONAL TITLE INSURANCE
SNHOMISH COUNTY OFFICE

AM DEC 18 1970 9:10

STANLEY DUBUQUE, AUDITOR
SNHOMISH COUNTY, WASH

DEPUTY

Richard M. Martin

OFFICIAL RECORDS

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SERIALIZED
DEC 18 1970
SNHOMISH COUNTY

From: Hall,James L (CONTR) - TPC-TPP-4

Sent: Tue Oct 24 17:22:38 2017

To: Woolson,Paul B (BPA) - TERR-OLYMPIA; Toobian,Jonathan Michael (CONTR) - TELP-TPP-3

Cc: Harris,Adelle L (BPA) - TSES-TPP-2; Wiese,Christine L (CONTR) - TPCC-TPP-4; Deklyen,Mike J (BPA) - TERR-3; Doiron,Michelle E (BPA) - TERR-SNOHOMISH

Subject: RE: King Lake BPA Research Project for Odelia Pacific, ACCESS ROAD

Importance: Normal

Attachments: FW: W0504_16TP-11057 King County PSERN New Site Application, King Lake Radio Station

Hi Paul,

I've pasted below where I saw that we left off.

Note text I made red.

Thanks

James

From: Hall,James L (CONTR) - TPC-TPP-4

Sent: Thursday, August 31, 2017 2:36 PM

To: Ah Choy,Christopher G (BPA) - TPMC-OPP-3; Mattfeld,Eric J (BPA) - TECT-CSB-1; Deklyen,Mike J (BPA) -

TERR-3

Cc: Vlas,Jon (BPA) - TPMC-OPP-3

Subject: RE: W0504_16TP-11057 King County PSERN New Site Application, King Lake Radio Station

Just to be clear – in a conference call today including *Jonathan Toobian, Molly Kovaka, Adelle Harris, Charles Sweeney, Paul Woolson, Michelle Doiron, Chris and myself* – it was decided to shift this project (*in regards to a BPA post construction site lease*), from BPA's Wireless Program to the Joint Use program.

The construction phase will continue under the construction agreement already executed under the Wireless Program.

This in light of BPA's Mobile REDI projects with King County PSERN at Deer Creek and Grass Mountain (Lynn Lake) – and their petitioning for an equitable lease rate.

The Joint Use rate will be significantly lower than BPA's Wireless Facilities Lease Agreement rate (*i.e, which T-Mobile is paying presently for use of the tower at King Lake*).

Paul Woolson (*working with Molly on Deer Creek and Lynn Lake*) will be collaborating with Michelle Doiron (*both reaching out to Mike*) on the Joint Use lease agreement.

From: Ah Choy,Christopher G (BPA) - TPMC-OPP-3

Sent: Thursday, August 31, 2017 2:18 PM

To: Mattfeld,Eric J (BPA) - TECT-CSB-1; Deklyen,Mike J (BPA) - TERR-3

Cc: Hall,James L (CONTR) - TPC-TPP-4

Subject: FW: W0504_16TP-11057 King County PSERN New Site Application, King Lake Radio Station

Eric and Mike,

King County is requesting joint use of bare land for their new building and a tower (ownership of tower will be transferred to BPA). Let me know whether or not you have any issues with their request. As far as I am aware, we do not have plans to use King Lake in the future, as the site was primarily meant to support the N analog system. I am good with their request.

Thanks,

Chris Ah Choy

BPA - Communications & Control Planning | Mail: TPMC-OPP-3 | Ph 360-619-6379

From: Woolson,Paul B (BPA) - TERR-OLYMPIA

Sent: Tuesday, October 24, 2017 11:31 AM

To: Hall,James L (CONTR) - TPC-TPP-4; Toobian,Jonathan Michael (CONTR) - TELP-TPP-3

Cc: Harris,Adelle L (BPA) - TSES-TPP-2; Wiese,Christine L (CONTR) - TPCC-TPP-4; Deklyen,Mike J (BPA) - TERR-3; Doiron,Michelle E (BPA) - TERR-SNOHOMISH

Subject: RE: King Lake BPA Research Project for Odelia Pacific, ACCESS ROAD

Good morning.

I got a note from Bob Gruhn of King County regarding the King Lake site. He asked me to inquire of the King Lake

site conversations that happened early September. Bob indicates that he has not heard anything since those conversations that occurred at that time.

I would very much appreciate insight in this matter. I fear that I don't have clear recollection about where this issue was left.

Thanks for your time.

Paul B. Woolson

Realty Specialist

Bonneville Power Administration

5240 Trosper Road SW

Olympia, Wa 98512

(o) 360-570-4332

(c)(b)(6)

pbwoolson@bpa.gov

From: Hall,James L (CONTR) - TPC-TPP-4
Sent: Tuesday, September 05, 2017 10:43 AM
To: 'Mei-I Funtanilla'; Toobian,Jonathan Michael (CONTR) - TELP-TPP-3
Cc: Harris,Adelle L (BPA) - TSES-TPP-2; Wiese,Christine L (CONTR) - TPCC-TPP-4; Gruhn, Robert; Englet, Adrian; Doiron,Michelle E (BPA) - TERR-SNOHOMISH; Woolson,Paul B (BPA) - TERR-OLYMPIA; Mark Riley; Deklyen,Mike J (BPA) - TERR-3
Subject: RE: King Lake BPA Research Project for Odelia Pacific, ACCESS ROAD

Mei-I,

As of a BPA internal meeting last Thursday we have a resolution on the long term King Lake lease rate.

Per my understanding the agreed to rate will be lower than previously discussed.

I suggest to contact BPA's assigned realty technical specialist Michelle Doiron at 360-563-3641 for further information in that regard.

I'll defer to our Wireless PM Jonathan Toobian in regards to whether the requested funds can be reduced for the BPA completion of preliminary engineering work at King Lake.

Thanks

Best Regards,
James Leonard Hall
MBO Partners

Customer Service Engineering
Bonneville Power Administration

Work phone: **360-619-6057**
Cell phone: **(b)(6)**
Admin. Service Assistant: **360-619-6075**
FAX: **360-619-6070**

(Please leave a voice mail on my work phone that you have sent a FAX.)

Mail Stop: **TPC-TPP-4**
Email: jlhall@bpa.gov

Post Office Address: **PO Box 61409, TPC-TPP-4,
Vancouver, WA 98666-1409**

UPS and FEDEX Deliveries: **Bonneville Power Administration
Attn: James Hall**

**TPC-TPP-4
905 NE 11th Avenue
Portland, OR 97232**

From: Mei-I Funtanilla [<mailto:mfuntanilla@odelia.com>]
Sent: Tuesday, September 05, 2017 10:17 AM

To: Hall,James L (CONTR) - TPC-TPP-4; Mark Riley
Cc: Harris,Adelle L (BPA) - TSES-TPP-2; Wiese,Christine L (CONTR) - TPCC-TPP-4; Gruhn, Robert; Englet, Adrian; Toobian,Jonathan Michael (CONTR) - TELP-TPP-3; Doiron,Michelle E (BPA) - TERR-SNOHOMISH; Woolson,Paul B (BPA) - TERR-OLYMPIA
Subject: [EXTERNAL] RE: King Lake BPA Research Project for Odelia Pacific, ACCESS ROAD

James,

Were you able to discuss the reduced funding?

Thank you,

Mei-I Funtanilla

Odelia Pacific Corporation

5506 6th Ave S, Suite 202

Seattle, WA 98108

206-931-1443 | odelia.com

From: Hall,James L (CONTR) - TPC-TPP-4 [<mailto:jlhall@bpa.gov>]

Sent: Monday, August 21, 2017 11:40 AM

To: Mark Riley

Cc: Harris, Adelle L (BPA) - TSES-TPP-2; Wiese, Christine L (CONTR) - TPCC-TPP-4; Mei-I Funtanilla; Gruhn, Robert; Englet, Adrian; Toobian, Jonathan Michael (CONTR) - TELP-TPP-3; Doiron, Michelle E (BPA) - TERR-SNOHOMISH; Woolson, Paul B (BPA) - TERR-OLYMPIA

Subject: RE: King Lake BPA Research Project for Odelia Pacific, ACCESS ROAD

Mark,

I wasn't clear on the status of the preliminary engineering cost.

Calling around I see where there yet needs to be scheduled meetings to discuss whether the \$55K additional funds requested for the preliminary engineering can be reduced and what can be negotiated on the ongoing lease rate.

Therefore the King Lake preliminary engineering work is on hold until the results of these meetings are available.

These meetings should be happening within the next week or so.

Jonathan said he'll be calling you this afternoon.

Thanks

James

From: Mark Riley [<mailto:mriley@odelia.com>]

Sent: Monday, August 21, 2017 11:19 AM

To: Hall, James L (CONTR) - TPC-TPP-4; Mei-I Funtanilla; Gruhn, Robert; Englet, Adrian; Toobian, Jonathan Michael (CONTR) - TELP-TPP-3; Doiron, Michelle E (BPA) - TERR-SNOHOMISH; Woolson, Paul B (BPA) - TERR-

OLYMPIA

Cc: Wiese,Christine L (CONTR) - TPCC-TPP-4; Mark Riley

Subject: [EXTERNAL] RE: King Lake BPA Research Project for Odelia Pacific, ACCESS ROAD

James – we would like nothing more than to have this project proceed! However, based upon our last meeting (notes attached), I believe we are waiting on BPA's counter-proposal for both the contract amount (\$65K) and the proposed rental fee. Is this not your understanding?

From: Hall,James L (CONTR) - TPC-TPP-4 [<mailto:jlhall@bpa.gov>]

Sent: Monday, August 21, 2017 11:12 AM

To: Mark Riley <mriley@odelia.com>; Mei-I Funtanilla <mfuntanilla@odelia.com>

Cc: Wiese,Christine L (CONTR) - TPCC-TPP-4 <clwiese@bpa.gov>

Subject: RE: King Lake BPA Research Project for Odelia Pacific, ACCESS ROAD

Mark and Mei-I,

Can this project proceed?

If yes we need for you to provide the yellow highlighted information in the attached draft agreement.

Please advise on status.

Thanks

James

From: Hall,James L (CONTR) - TPC-TPP-4
Sent: Friday, July 21, 2017 3:05 PM
To: 'Mark Riley'; 'Mei-I Funtanilla'
Cc: Wiese,Christine L (CONTR) - TPCC-TPP-4
Subject: FW: King Lake BPA Research Project for Odelia Pacific, ACCESS ROAD

Greetings,

The attached agreement is ready to tender.

To do so we need the following as highlighted in yellow in the agreement.

- Name and phone number of the technical contact.
- King County name and phone number of the agreement administrative contact.
- King County name, title, email address, and phone number of the person who will sign the agreement.
- King County name, street address, to send BPA invoice to.
- King County name, street address, to send BPA refund to
- Name, title, street address of who to send the cover letter to.

Please return this information at your earliest convenience.

Best Regards,
James Leonard Hall
MBO Partners

Customer Service Engineering
Bonneville Power Administration

Work phone: **360-619-6057**

Cell phone: **(b)(6)**

Admin. Service Assistant: **360-619-6075**

FAX: **360-619-6070**

(Please leave a voice mail on my work phone that you have sent a FAX.)

Mail Stop: **TPC-TPP-4**

Email: jlhall@bpa.gov

Post Office Address: **PO Box 61409, TPC-TPP-4,
Vancouver, WA 98666-1409**

UPS and FEDEX Deliveries: **Bonneville Power Administration
Attn: James Hall**

TPC-TPP-4

905 NE 11th Avenue

Portland, OR 97232

From: Hall,James L (CONTR) - TPC-TPP-4

Sent: Fri Sep 01 11:29:52 2017

To: Kovaka,Molly C (CONTR) - TEP-CSB-2

Subject: FW: W0504_16TP-11057 King County PSERN New Site Application, King Lake Radio Station

Importance: Normal

Attachments: King Lake - BPA NEW SITE Application 6-3-16.pdf; BPA King Lake_PSERN.PDF; Frequencies.pdf; HPX4-107-P3A_B.PDF; HPX6-107-P1A_F.PDF; Sinclair SE419-SF3PALDF(D00-E5749).pdf; Sinclair SE419-SWBPALDF(DXX).pdf; Moto-TowerTopAmplifier_428D83I01.pdf; BPA Payment Instructions - Lbx.pdf

From: Hall,James L (CONTR) - TPC-TPP-4

Sent: Thursday, August 31, 2017 2:36 PM

To: Ah Choy,Christopher G (BPA) - TPMC-OPP-3; Mattfeld,Eric J (BPA) - TECT-CSB-1; Deklyen,Mike J (BPA) - TERR-3

Cc: Vlas,Jon (BPA) - TPMC-OPP-3

Subject: RE: W0504_16TP-11057 King County PSERN New Site Application, King Lake Radio Station

Just to be clear – in a conference call today including *Jonathan Toobian, Molly Kovaka, Adelle Harris, Charles Sweeney, Paul Woolson, Michelle Doiron, Chris and myself* – it was decided to shift this project (*in regards to a BPA post construction site lease*), from BPA's Wireless Program to the Joint Use program.

The construction phase will continue under the construction agreement already executed under the Wireless Program.

This in light of BPA's Mobile REDI projects with King County PSERN at Deer Creek and Grass Mountain (Lynn Lake) – and their petitioning for an equitable lease rate.

The Joint Use rate will be significantly lower than BPA's Wireless Facilities Lease Agreement rate (*i.e, which T-Mobile is paying presently for use of the tower at King Lake*).

Paul Woolson (*working with Molly on Deer Creek and Lynn Lake*) will be collaborating with Michelle Doiron (*both reaching out to Mike*) on the Joint Use lease agreement.

From: Ah Choy, Christopher G (BPA) - TPMC-OPP-3

Sent: Thursday, August 31, 2017 2:18 PM

To: Mattfeld, Eric J (BPA) - TECT-CSB-1; Deklyen, Mike J (BPA) - TERR-3

Cc: Hall, James L (CONTR) - TPC-TPP-4

Subject: FW: W0504_16TP-11057 King County PSERN New Site Application, King Lake Radio Station

Eric and Mike,

King County is requesting joint use of bare land for their new building and a tower (ownership of tower will be transferred to BPA). Let me know whether or not you have any issues with their request. As far as I am aware, we do not have plans to use King Lake in the future, as the site was primarily meant to support the N analog system. I am good with their request.

Thanks,

Chris Ah Choy

BPA - Communications & Control Planning | Mail: TPMC-OPP-3 | Ph 360-619-6379

From: Wiese,Christine L (CONTR) - TPCC-TPP-4

Sent: Monday, June 13, 2016 10:04 AM

To: Mei-I Funtanilla <mfuntanilla@odelia.com> (mfuntanilla@odelia.com)

Cc: Hall,James L (CONTR) - TPC-TPP-4; PWASstudy

Subject: W0504_16TP-11057 King County PSERN New Site Application, King Lake Radio Station

Dear Mei-I:

BPA has validated this new application and assigned the following Agreement and Queue number to this request:

Agreement No.: 16TP-11057

Queue #/Project Name: W0504: King Lake New Site

The project will not proceed unless BPA can associate payment with the project. When submitting payment, as per the attached payment instructions, it is required that the Agreement No. is referenced. Inclusion of the wireless

site name/ID would further help identify project payment.

Please note that if the Agreement No. is not referenced, the payment may be returned.

Thank you.

Christine Wiese
Aerotek Inc.

Contract Specialist | Customer Service Engineering

Bonneville Power Administration
bpa.gov | P 360-619-6640

Please consider the environment before printing this email.

From: Mei-I Funtanilla [<mailto:mfuntanilla@odelia.com>]
Sent: Friday, June 03, 2016 2:12 PM
To: Hall,James L (CONTR) - TPC-TPP-4; Toobian,Jonathan M (CONTR) - TELP-TPP-3
Cc: Wedick,Chuck (CONTR) - TELP-TPP-3
Subject: King County PSERN New Site Application, King Lake Radio Station

James/Jonathan,

Attached is a new site application for King County Puget Sound Emergency Radio Network (PSERN). The check for the fee has been requested. We would like to request a site walk. Please let me know if you have any questions.

Thanks,

Mei-I Funtanilla

Odelia Pacific Corporation

5506 6th Ave S, Suite 202

Seattle, WA 98108

206-931-1443 | odelia.com

BONNEVILLE POWER ADMINISTRATION
APPLICATION FOR A
NEW WIRELESS SITE CO-LOCATED ON BPA FACILITIES

General Information for a New Wireless Site:

When space and structural capacity allow, the Bonneville Power Administration (BPA) will consider requests for the leasing of space at its facilities for the placement of wireless equipment. Requests are evaluated on a case-by-case basis, with emphasis on BPA's security requirements, available resources, and outage constraints.

In cases where BPA does not own the underlying property, the applicant will have to secure additional rights from the underlying landowner(s) in order to use the roads, enter the site, and install ground equipment. BPA does not acquire such rights for others.

The customer needs to submit a completed New Site Application package to wirelessapplications@bpa.gov, including, but not limited to, the New Site Application Form, Preliminary Zoning Drawings or a rough sketch of the equipment and proposed site, and equipment cut sheets for all the proposed new equipment. Upon receipt of the complete application package BPA has two days to provide the customer with the project's agreement number. This agreement number is required to be referenced in the payment description field for each wireless advance payment.

FEES: The customer must submit an application fee of \$10,000 to BPA within 45 days following submission of this application. **3rd party payments received from the vendor on behalf of the carrier cannot be accepted. All and any fees must be submitted to BPA directly from the carrier.** The customer shall make all payments electronically or in check form using procedures established by BPA. The customer shall provide the project's agreement number in the payment description field for each wireless request. BPA will hold the fee in an account established for the project specified herein, and will use it for preliminary design and engineering work associated with the customer's application. If BPA determines that the site is not available for lease, or that the proposed project is not feasible, BPA will refund to the customer any unexpended funds in the project account. If BPA determines that the proposed project is feasible and that the proposed site location is available for lease, BPA will tender a reimbursable agreement (the Agreement) to the customer to provide for construction activities associated with the lease and for additional funding for such activities, if needed. If the customer executes the Agreement, BPA will apply the \$10,000 application fee, minus any expenses BPA has incurred prior to execution of the Agreement, toward the Agreement. BPA's fiscal year Construction and Reimbursable Non-Direct Rates will apply. If, at any time, the customer informs BPA that it does not intend to pursue the project or execute the Agreement, BPA will make a full accounting to the customer showing the actual costs charged against the account for preliminary design and engineering work, plus overheads, and either remit any unexpended balance in the account to the customer or bill for any costs in excess of the deposit in the account. The customer must pay any excess costs within 30 days of the date of the bill.

=====
To be Completed by Applicant:

Name of BPA Transmission Line/Facility: King Lake Radio Station Site Tower #: N/A
Latitude: 47-48-55.92 N (NAD83/91) Longitude: 121-55-24.87 W (NAD83/91)
BPA's Name of Proposed Wireless Site: KING LAKE Carrier's Site #: N/A

Detailed description of new site request: King County Puget Sound Emergency Radio Network (PSERN) proposes to collocate on the existing tower located at 20109 King Lake Road, Monroe WA, parcel number 27072100400200. Replacement of the existing tower is highly likely. Two (2) microwaves and (4) dipole antennas are proposed on the tower between approximately 130' - 170'. Azimuths and exact heights TBD. King County will install a 12' x 30' equipment shelter within the fenced compound.

Carrier's (Legal Name): King County Carrier's Project Contact & Phone: Robert Gruhn, 206-477-3772
(IF SUBMITTED BY 3RD PARTY)
- Vendor's Firm Name: Odelia Pacific Corporation Vendor's Contact & Phone: Mei-I Funtanilla, 206-931-1443
- SubVendor's Firm Name: N/A SubVendor's Contact & Phone: N/A
PRIMARY BPA contact for this project (Name, Address, Tel.)
Chuck Wedick, 360-619-6343

Name of RF engineer that BPA may contact for technical information if necessary (Name, Address, Tel.):
 Sean Douglas, King County Real Estate Services 500 4th Ave Room 500, Seattle WA 98104, 206-296-0528, sean.douglas@kingcounty.gov

CARRIER Contact-Submit Invoice (name and address):

CARRIER Contact-Submit Refund (name and address):

Name: Robert Gruhn
 Email Address: Robert.Gruhn@kingcounty.gov
 Phone Number: 206-477-3772
 Street Address: King County Department of Information Technology
401 5th Ave, 6th Floor, Seattle WA 98104

Name: Robert Gruhn
 Email Address: Robert.Gruhn@kingcounty.gov
 Phone Number: 206-477-3772
 Street Address: King County Department of Information Technology
401 5th Ave, 6th Floor, Seattle WA 98104

CARRIER PO# (I.E. Internal PO's for AT&T/VERIZON) _____

Do you require additional space on the site for your own:

Shelter? Outdoor Cabinets? . If yes, give dimensions (L, W, H) 12' x 30' shelter
 A New Pole? or New Tower? Pole or tower dimensions: Height: N/A Base: N/A

Electrical power requirements: Voltage (e.g. 120/240 VAC, 60 Hz, 1 Ph., 3 Wire) 120/240 single phase 3

Average Watts 7200 Peak Watts 7200

Is BPA Emergency backup power requested? No

Do you propose to install additional utility services such as power service, telephone line or leased line for control?

 If yes describe:

King County will install their own meter for power. A new transformer may be required.

List of racks or cabinets to be placed in within BPA building and dimensions of each (W, D, H):

Rack	Width	Depth	Height	Rack	Width	Depth	Height
1				3			
2				4			

List antennas to be placed on BPA tower (attach cut-sheets):

Ant.	Height on tower	Azimuth (or Omni)	Antenna Gain †	3dB Beam-width ††	Weight (pounds)	Dimensions, Make & Model	Tx? *
1	150'-170' (TBD)	TBD	15 dBd	60 (W), 8 (L)	36	25" x 9.5" x 103" Sinclair SE419-SF3PALDF (D00-E5749)	
2	150'-170' (TBD)	TBD	15 dBd	60 (W), 8 (L)	36	25" x 9.5" x 103" Sinclair SE419-SF3PALDF (D00-E5749)	
3	150'-170' (TBD)	TBD	15.5 dBd	60 (W), 8 (L)	36	25" x 8.5" x 103" Sinclair SE419-SWBPALDF	
4	150'-170' (TBD)	TBD	15.5 dBd	60 (W), 8 (L)	36	25" x 8.5" x 103" Sinclair SE419-SWBPALDF	
5	130'-150' (TBD)	TBD	40.0-40.6 dBi	2 (W), 6.7 (L)	784	4' Commscope HPX4-107-P3A/B (microwave)	
6	130'-150' (TBD)	TBD	43.6-44.4 dBi	2 (W), 9.3 (L)	518	6' Commscope HPX6-107-P1A/F (microwave)	
7							
8							
9							
10							
11							
12							

*If antenna is used for TRANSMITTING, mark "yes" under Tx? Be sure to answer the questions below:

† Enter Gain value and specify whether this number is expressed in dBi or dBd, lowest transmit frequency.

†† Lowest Transmit frequency

List number, manufacturer, and size of all coaxial cables to be placed on BPA tower:

Ant.	# of Coax	Type of Coax	Size of Coax	Weight/Ft	Other Coaxial Information Available	Tx? *
1	1	coax	7/8"		CommScope ava5-50fx (length approx. 200')	N/A
2	1	coax	7/8"		CommScope ava5-50fx (length approx. 200')	N/A
3	1	coax	7/8"		CommScope ava5-50fx (length approx. 200')	N/A
4	1	coax	7/8"		CommScope ava5-50fx (length approx. 200')	N/A
5	1	coax	1/2"		CommScope EW90 (length approx. 180')	N/A
6	1	coax	1/2"		CommScope EW90 (length approx. 180')	N/A
7						
8						
9						
10						
11						
12						

Proposed Receive Frequencies (list):

#	Receive Frequency (Mhz)	#	Receive Frequency (Mhz)
1.	Please see attached frequencies list	5.	
2.		6.	
3.		7.	
4.		8.	

Proposed Transmit Frequencies, RF Output Power, Emission, Equipment (list):

#	Freq. (MHz)	Tx Power †	Power (E.R.P.)‡	C or I*	Emission Type	Equipment Make & Model
1.		100 watts	217 watts per channel	C	9K80D7W, 8K10F1D	Motorola GTR8000
2.		1 watt	217 watts per channel	C	30M0D7W	Aviat IRU600
3.						
4.						

(† Transmitter RF Output, watts ‡ Eff. Radiated Pwr. at Antenna * C=Continuous; I=Intermittent)
 (Include all types of transmitters including microwave links via dish. Attach additional sheets if necessary.)

For evaluating near-field RF/EMF exposure to workers:

What is the maximum number of transmitters delivering RF power to *any one* antenna? 16 transmitters.

What is the total actual RF power in watts, not ERP, delivered to that antenna for that number of transmitters? {Number of Tx times Watts per Tx (allowing for coaxial line losses), = 6.7 RF watts, total)

Will other types of antennas be placed on BPA tower (Such as GPS, microwave dish, Rx calibration antenna, etc.)?
 If yes, list below, using more paper if necessary.

Ant.	Type	Height	Azimuth (or Omni)	Weight	Dimensions	Tx? *
1	(1) Tower Top Amplifier	behind antennas	N/A	11 lbs	19" x 14"	N/A
2						
3						

*If antenna is used for TRANSMITTING, mark "yes" under Tx?

Updated

Who (name, addr., tel.# of individual or contractor) will require access to the site on your firm's behalf?

Mei-I Funtanilla, Odelia Pacific Corporation, 5506 6th Ave S, Suite 202, Seattle, WA 98108, 206-931-1443, mfunanilla@odelia.com

How often would you or your representative expect to visit the site?

Once a month (approx).

Any additional information to be considered in BPA's review of your New Site Application?

King County would like to request a site walk if the proposal seems feasible.

If supplemental sheets, maps, sketches, etc. are attached in response to the above questions, please list below:

Please see attached sketch.

Signature: _____

REVIEWED

By Mei-I Funtanilla at 2:03 pm, Jun 03, 2016

EMAIL TO: WirelessApplications@bpa.gov

OR MAIL: BONNEVILLE POWER ADMINISTRATION

ATTN: JAMES HALL– TPC/TPP-4

7500 NE 41st Street, Suite 130

Vancouver, WA 98662

Date: 6-3-2016

DO NOT MAIL PAYMENTS TO THIS ADDRESS!

Upon receipt of this application, BPA will provide an Agreement Number to the applicant which must be referenced on all Carrier payments.

ALL ELECTRONIC OR CHECK PAYMENTS MUST BE LABELED WITH THIS AGREEMENT NUMBER.

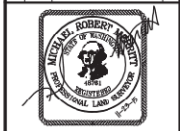
****DO NOT MAIL PAYMENTS TO THE VANCOUVER OFFICE – SEE PAYMENT INSTRUCTIONS ATTACHED.**



LDC Architectural
Engineering
Structural
Survey
THE CIVIL ENGINEERING GROUP
14251 NE 28TH BL, #100 PH. 425.836.1989
15000th Ave, WA 98272 Fax. 425.463.2858
www.LDCcorp.com

DATE: 10-22-15
DRAWN BY: VJT
CHECKED BY: MRM

REVISIONS			
NO.	DATE	DESCRIPTION	BY

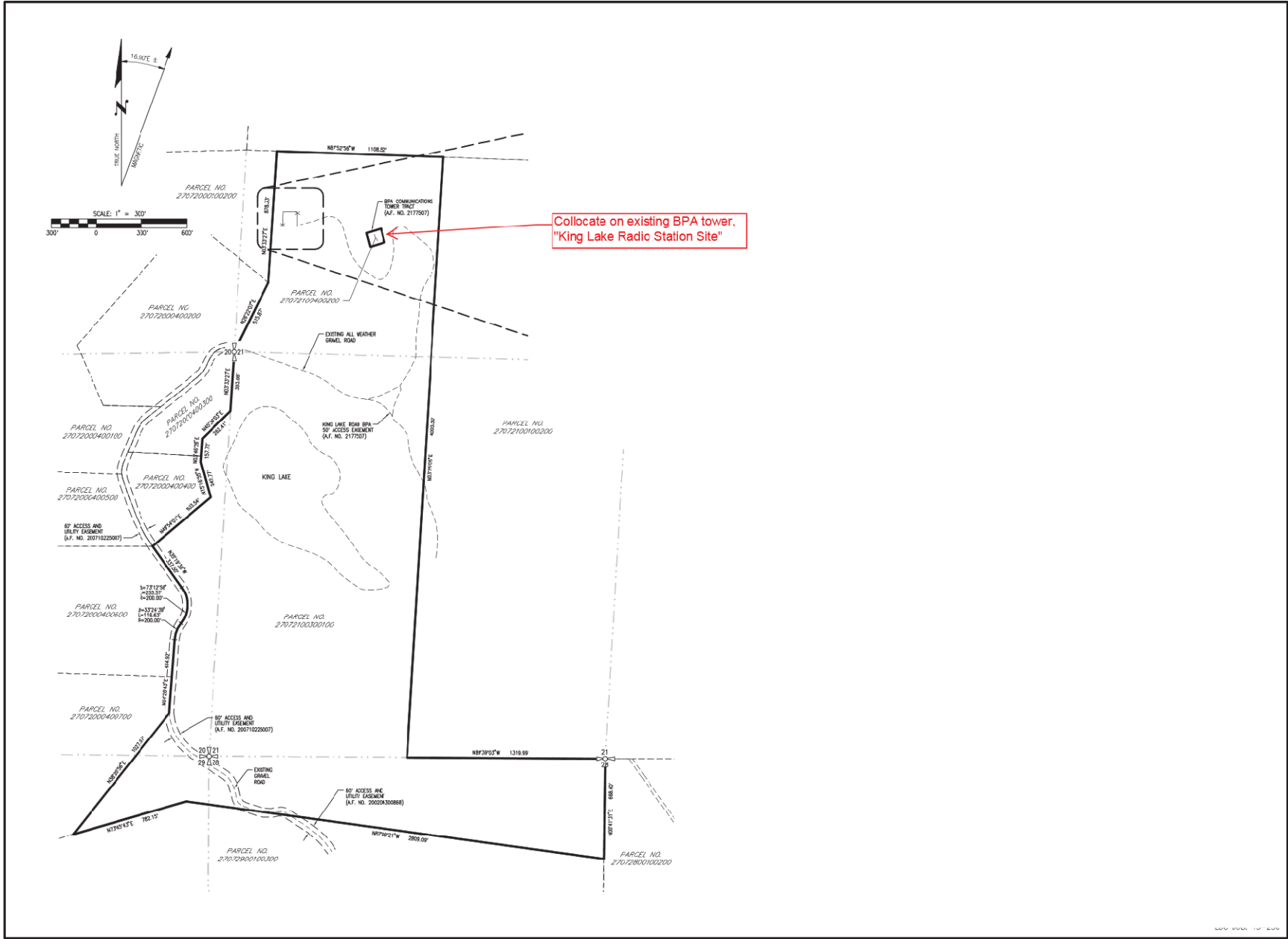


SITE
PSEW
KING LAKE
20109 KING LAKE ROAD
MONROE, WA 98272

SHEET TITLE
CIVIL SURVEY

SHEET NUMBER
SV-1.1

LDC 00000006



FACILITIES LEASE
Lease No. 990099

This Facilities Lease Agreement ("Facilities Lease") is entered into this 19th day of January 1997, between the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION ("Lessor") and WESTERN PCS I CORPORATION, d.b.a. VOICE STREAM WIRELESS ("Lessee"), a Delaware corporation, each of which may be referred to herein individually as a "Party" and collectively as "Parties".

1. INCORPORATION OF MASTER LEASE

This lease is a "Facilities Lease" as referenced in that certain Master Lease Agreement between Lessor and Lessee dated October 29, 1996 (the "Master Lease Agreement"). All of the terms and conditions of the Master Lease Agreement, as amended, are hereby incorporated herein by reference and made a part hereof without the necessity of attaching hereto the original or a copy of the Master Lease Agreement. The terms and conditions of the Facilities Lease shall govern with respect to the subject matter hereof, and, unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Master Lease Agreement.

2. TERM

The initial term of this Facilities Lease shall be 5 years and begin on the "Commencement Date", as defined in Section 3(b)(1) of the Master Lease Agreement. The Commencement Date for this Facilities Lease is December 17, 1998.

3. AMENDMENTS

Amendments to this Facilities Lease, including any exhibits, shall be made by mutual agreement of the Parties.

4. ANNUAL CHARGE

The Annual Charge hereunder shall be payable as provided in the Master Lease Agreement in the amount of \$12,600 per year. (See attached Exhibit A, Cost Sheet.)

5. SITE

- (a) The location of the Site is:
Within the Bonneville Power Administration's King Lake Radio Station Site.
- (b) The legal description the Bonneville Power Administration's King Lake Radio Station Site is:

A parcel of land in the SW¹/₄ NW¹/₄ of Section 21, Township 27 North, Range 7 East, Willamette Meridian, Snohomish County, Washington, more particularly described as follows:

Beginning at a point which is N. 15° 36' 30" E. 3601.5 feet from the southwest corner of Section 21, Township 27 North, Range 7 East, Willamette Meridian; thence N. 18° 11' 40" W. 100.0 feet; thence N. 71° 48' 20" E. 100.0 feet; thence S. 18° 11' 40" E. 100.0 feet; thence S. 71° 48' 20" W. 100.0 feet to the point of beginning.

6. LESSOR'S INTEREST IN THE SITE

FEE OWNED ___ Yes ___ No

NOTE: This is not a "Fee-Owned Site" as defined in Section 1(k) of the Master Lease Agreement. Lessor holds fee title to the Site, but mineral rights in the site are held by another party or parties. Lessor's interest in the Site is sufficient to lease the Site to Lessee.

If not fee owned:

___ Lessor's easement or other property interest in the Site is sufficient (as determined by Lessor) to grant access to the Site and the permitted use.

___ Lessor's easement or other property interest in the Site may be insufficient to grant access to the Site and the permitted use, and the Lessee shall be responsible for obtaining additional rights to the Site for access and for the Lessee's permitted use, all as determined by the Lessee.

7. ACCESS

Access to the Site will be by arrangement between Lessee and the owner or owners of property crossed by Lessee's access route. Coordination with Lessor is not required before entry onto the Site, except as provided in the attached Exhibit B ("King Lake Radio Station Lease to Western Wireless Technical Provisions").

8. ESCORT SERVICE REQUIRED TO THE SITE (\$75.00/PERSON/HOUR)

___ YES X NO

If yes, contact: N/A

Number/type of Site visits per year: Four to six visits per year expected.

9. IMPROVEMENTS

- (a) The Improvements constructed or to be constructed on the Site are as follows:
N/A
- (b) The Improvements are situated on the Site: N/A

10. PREMISES

The Site leased by Lessor to Lessee is located approximately as shown in red on Exhibit C, attached to and made a part of this Facilities Lease.

11. ANTENNA FACILITIES

- (a) The Antenna Facilities are described as follows:
Four panel antennas at 60'; one four-foot microwave dish at 25'.
- (b) A description of the Cabinets to be used:
BTS cabinets; battery back-up unit.
- (c) The additional facilities or services necessary include:
Concrete equipment slab; fence with locking gate; coaxial cable; underground coaxial cable conduit; telephone and electric service lines; electrical equipment standard; grounding equipment.

Installation, operation, and maintenance of Lessee's equipment shall be in accordance with the provisions of the attached Exhibit B, including Figure 1 ("Signal Field Strength Limits") and "Engineering and Installation Standards for BPA Radio Station Joint Use".

12. COORDINATION PROVISIONS BETWEEN LESSOR AND LESSEE

As shown on the attached Exhibit B.

13. ADDITIONAL PROVISIONS

Responsibilities of the parties with respect to hazardous substances and environmental laws shall be as set out in Section 19 of the Master Lease Agreement.

14. ANNUAL CHARGE

The Annual Charge for this site shall be as set out in Section 4 of this Facilities Lease.

The parties have entered into this Facilities Lease as of the first date written above.

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: Rebecca Hallgarth
Rebecca Hallgarth
Realty Specialist

Date: 1/8/99

WESTERN PCS I CORPORATION
d.b.a. VOICE STREAM WIRELESS

By: Eric Baker

Name: ERIC BAKER

(Print/Type)

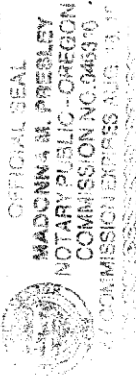
Title: VP

Date: 1/9/99

ACKNOWLEDGMENT

State of Oregon)
) ss
County of Multnomah)

On this 5th day of August, 1999, before me personally appeared Rebecca Hallgarth, known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Realty Specialist, Bonneville Power Administration, and who acknowledged to me that she executed the same freely and voluntarily in such capacity and on oath stated that she was authorized to execute said instrument in such official or representative capacity.



Madeline M. Presley
Notary public in and for the State of Oregon
Residing at Shelburne, VT
My commission expires 8/11/01

Attached to Facilities Lease No. 990099
between the U.S.A., as Lessor, and
Western PCS I Corporation, as Lessee

ACKNOWLEDGMENT

State of Washington)
) ss
County of King)

On this 19th day of January, 1999, before me personally appeared
Eric Falco known
to me or proved to me on the basis of satisfactory evidence to be the Asst. M

_____ of the corporation that executed the within instrument or the person(s) who executed the within instrument as authorized agent(s) on behalf of the corporation; acknowledged to me that such corporation executed the same; acknowledged 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(were) authorized to execute said instrument and that seal, if any, affixed is the corporate seal of said corporation.



[Signature]
Notary public in and for the
State of WA
Residing at King Co
My commission expires 11/02/00

Attached to Facilities Lease No. 990099
between the U.S.A., as Lessor, and
Western PCS I Corporation, as Lessee

**EXHIBIT A
COST SHEET
KING LAKE (SE 8000)**

STANDARD LEASE CHARGES	UNITS	ANNUAL FEE	MONTHLY FEE	ONE TIME CHARGE	ONE TIME CREDIT
Antenna array: 4 panel antennas at approximately 60' height on tower		\$12,000	\$1,000		
Additional tower height fee - \$1.50/ft./antenna/mo.	N/A	\$0	\$0		
Total of 2 handsets + \$1,560 credit per year for airtime					
SUBTOTAL		\$12,000	\$1,000		
ADDITIONAL CHARGES					
Electrical power, supplied by BPA at 4 cent per KWH@KW specified (24x365x.04xkw)	N/A				
Installation cost of microwave dish	N/A				
Microwave dishes (\$6 x diameter in ft. x height in feet): 1 4-foot dish at 25'		\$600		\$400	
Process fee				\$3,500	
Commitment fee					
ADDITIONAL CHARGES SUBTOTAL		\$600			
GRAND TOTAL		\$12,600		\$0	
RESPONSIBILITIES OF PARTIES					
All base station equipment	Lessee to provide and install in accordance with BPA-approved site plan.				
Antennas & mounting brackets	Lessee to provide and install in accordance with BPA-approved site plan.				
Electric power to site	Lessee to provide and install in accordance with BPA-approved site plan.				
Communications cable T1.	Lessee to provide and install in accordance with BPA-approved site plan.				
Tower loading study	Lessor to perform load analysis in-house.				

EXHIBIT B

KING LAKE RADIO STATION

LEASE TO WESTERN WIRELESS

TECHNICAL PROVISIONS

1. A suitable 12' X 15' space near Lessor's tower will be provided for Lessee's 9' X 14' concrete equipment pad for installation of Lessee's equipment cabinets. A fence with barbed wire top to match existing, will be installed by Lessee to enclose the installation.
2. Space will be provided on Lessor's steel tower at the 60' level for four (4) 62.7" X 7.8" X 1.5" panel antennas or equal. Also at the 25' level one (1) 4' MW antenna can be installed. The location of the antennas and means of attachment shall not obstruct existing radio paths. The actual location of the antennas and method of installation shall be subject to approval by the Lessor.
3. Antenna transmission line between Lessee's equipment and antennas shall be routed on a cable bridge constructed by Lessee. The transmission line run shall be supported overhead in a manner adequate to withstand the expected weather extremes at the site. The outdoor transmission line runs support and method of installation shall be subject to approval by the Lessor.
4. Proposed radio frequencies to be used by Lessee are:

Microwave frequencies will be in the 1 to 2.7 Ghz frequency band.

Panel antennas will have the following frequencies:

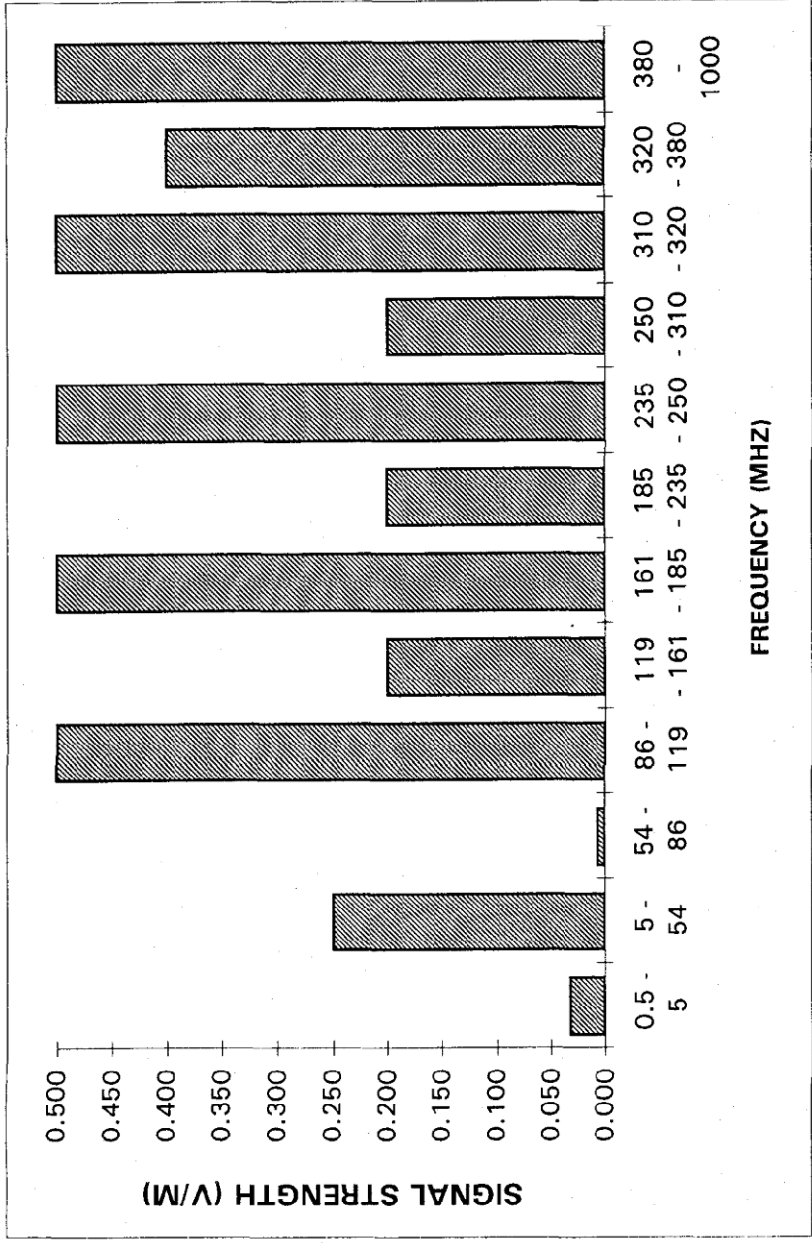
Transmit	1965.2 - 1969.8 MHz	TX RF 20 Watts	Nokia City Talk DG35BTS
Transmit	1970.2 - 1974.8 MHz	TX RF 20 Watts	Nokia City Talk DG35BTS
Receive	1885.2 - 1889.8 MHz	(E band)	
Receive	1890.2 - 1894.8 MHz	(F band)	
5. Telephone, emergency power and station service, are not available from Lessor. Lessee will be responsible for requesting and coordinating the installation of telephone and station service. Routing of underground telephone and station service is subject to Lessor review and approval.

Signals from Lessee's facilities shall not exceed a field strength limit as shown in figure 1 (attached), as measured inside Lessor's equipment building. Misoperation of Lessor's equipment due to Lessee's signal levels in excess of these limits will also be treated as interference during initial construction and Western Wireless operation of equipment covered under this lease.

6. All grounding cable shall be 2/0 soft drawn stranded wire.
7. Lessee will be responsible for keeping the leased area free from weeds.
8. Before starting construction at the site, Lessee must obtain "Notice to Proceed" (NTP) from Lessor. Lessor will grant NTP after Lessor has received a copy of Lessee's design drawings
9. The design and installation of Lessee's equipment shall be done in accordance with the attached 'Engineering and Installation Standards for Bonneville Power Administration Radio Station Joint Use.'
10. Lessee shall contact Lessor's on site coordinator 24 hours prior to beginning any construction on the site. Coordinator for Lessor is Ken Bramall, Snohomish District Engineer, telephone number (360) 568-4960.
11. Lessee to provide as constructed drawings to Lessor within sixty (60) days of installation completion showing exact location of all improvements including conduit routing, pad locations, antennas, coax and equipment cabinets.

12/24/98

SIGNAL FIELD STRENGTH LIMITS



Frequency Band (MHz)	Max. Signal Strength (v/m)	Max. Signal Strength (d)
0.5 - 5	0.032	90.1
5 - 54	0.25	107.96
54 - 86	0.0063	75.99
86 - 119	0.50	113.98
119 - 161	0.20	106.02
161 - 185	0.50	113.98
185 - 235	0.20	106.02
235 - 250	0.50	113.98
250 - 310	0.20	106.02
310 - 320	0.50	113.98
320 - 380	0.40	112.04
380 - 1000	0.50	113.98

Figure 1

GUIDELINES FOR
BPA RADIO STATION
JOINT USE AGREEMENTS
August 1, 1995

ENGINEERING AND INSTALLATION STANDARDS
for BPA RADIO STATION JOINT USE

Applicability:

These Installation Standards apply to new leases and any equipment installed after March 1, 1995, and to existing equipment if interference occurs to/from that equipment.

Isolators & Filters:

All communications fixed transmitter installations shall employ isolators or alternative techniques meeting the same criteria, to minimize spurious radiation and intermodulation products. The isolator must be temperature compensated and have a dummy load capable of handling 1/2 the power of the transmitter on the antenna side. Additional filtering required according to frequency and interconnect devices are listed below:

- a. Transmitters in the 25 to 54 MHz range shall have isolation of at least 20 dB followed by a low pass filter, then a band pass filter (or cavity) providing at least 30 dB of attenuation 1.0 MHz removed from the operating frequency.
- b. Transmitters in the 66 to 88 MHz range shall have isolation of at least 25 dB followed by a band pass filter (or cavity) providing at least 20 dB of attenuation 1.0 MHz removed from the operating frequency.
- c. Transmitters in the 130 to 225 MHz range shall have isolation of at least 50 dB followed by a low pass filter, then a band pass filter (or cavity) providing at least 25 dB of attenuation 1.0 MHz removed from the operating frequency.
- d. Transmitters in the 400 to 470 MHz range shall have isolation of at least 50 dB followed by a low pass filter, then a band pass filter (or cavity) providing at least 15 dB of attenuation 1.0 MHz removed from the operating frequency.
- e. Transmitters in the 806 to 960 MHz range shall have isolation of at least 50 dB followed by a low pass filter, then a band pass filter (or cavity) providing at least 15 dB of attenuation 1.0 MHz removed from the operating frequency.

A band reject duplexer (cross-notch duplexer) may not be used without a cavity/isolator outlined above.

A bandpass cavity 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 as the first RF amplifier in a receiver, which can radiate, causing interference.

Transmitting systems must be checked periodically, which includes the isolator, VSWR on the load port of the isolator and overall system insertion loss.

Coax Cable and Connectors:

Double shielded, double braided, or solid outer conductor cables shall be used to connect from radio equipment to isolators, cavities, duplexers, and other components. Double shielded or double braided cable must have more than 98.5% shield coverage. Single braid coax cable is prohibited. Jacketed coaxial cable is required, unjacketed transmission line of any type is prohibited.

"N" or "TNC" connectors shall be used rather than other non-constant impedance type connectors. Coax adapters are prohibited.

All antennas and transmission lines, including those not in immediate use, shall be terminated in their characteristic impedance to prevent re-radiation of intercepted signals or noise.

Towers:

Towers, tower materials and tower construction must conform to recognized industry standards as applicable, including but not limited to EIA-222 current revision. Towers shall be fabricated from galvanized steel members and shall be self-supporting (no guy wires).

Tower Attachments and Metallic Objects:

Bare metallic ties, exposed metal wrap lock or wire of any kind are prohibited for securing transmission lines to towers. In the case of large lines, use of stainless steel or galvanized hangers is permitted. Antenna mounting hardware shall be of galvanized steel. Hardware capable of rusting, and dissimilar metals, are prohibited. Transmission lines are to be insulated from metallic structures/objects. It is the duty of the installation personnel to prevent "diode junctions" from taking place.

Vinyl clad chain link fence shall be used for new construction and replacement.

Loose wires and loose metal objects are prohibited and shall be removed from the tower and site.

Waveguide entrance boots and entry plates shall be used where waveguide enters the building. The entry means shall be weather tight.

Electrical Safety, Grounding and Shielding:

For lightning protection the building should have lightning protectors at the entry plate for each Heliax/coax run. Waveguide/Helias/coax should be grounded at the antenna and where leaving the tower. Ground connections shall be made to the station ground grid. No cadwelding shall be made to any tower.

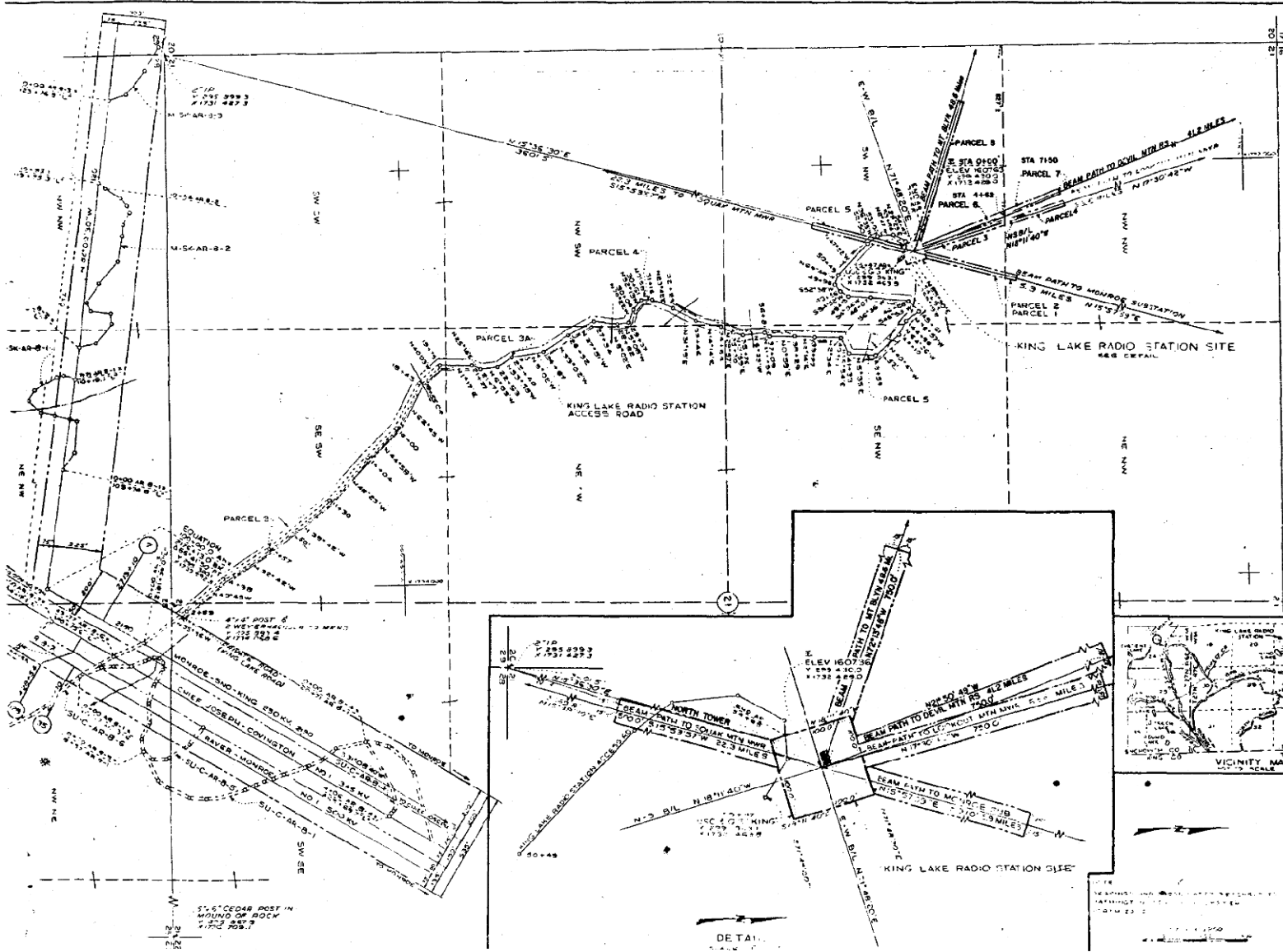
Indoor electronic equipment shall be properly connected to the site grounding system and shielded. Grounding shall be done with copper strap or heavy copper braid connected to a station ground grid.

To reduce the chance of interference, all electronic equipment which is expected/required by its manufacturer to be in a closed metallic cabinet, shall be fully enclosed by both front and rear metallic doors. No modifications to the cabinet, and no routing of cable or wiring, shall be allowed which would prevent the doors from being fully closed, once installed.

The following shall apply to indoor power wiring:

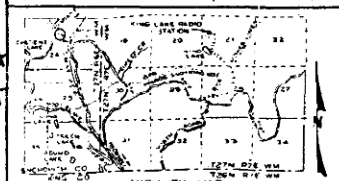
- Only assigned electrical outlets shall be used.
- Additions or modifications shall not be made to any electrical distribution system within the building without first securing EPA's written permission.
- Access to the panelboard is provided for the circuit breaker to the user's assigned outlets.
- Radio equipment shall have internal fusing to protect the supply circuit.
- Cord connections for radio equipment shall have a ground wire and the attachment plugs shall have a U-slot ground to provide a continuous ground from equipment to distribution panel.
- Radio equipment shall have its own surge protection.

Any commercial telephone cabling shall be run along the most direct path available between the Telephone protector/terminal block and the equipment racks/cabinets. All telephone cabling shall be secured to the wall with appropriate support brackets spaced no more than one foot apart. When telephone cabling must be run in areas away from the wall, it shall be run through conduit or shall be secured to the *underside* of the cable trays/ladders and tie-wrapped every 2 feet.



1870 0182 187N 07E WM
SHEPHERD COUNTY, WASHINGTON

TRACT	NAME	LOCATION	ADJACENT	LENGTH	ACRES
1	STATE OF WASHINGTON	PARCEL 7	STATE OF WASHINGTON	270'	0.80
2	WEYERHAEUSER CO.	PARCEL 6	WEYERHAEUSER CO.	400'	0.22
3	WEYERHAEUSER CO.	PARCEL 8	WEYERHAEUSER CO.	600'	0.48



1	LANDS FROM PARCELS	100'	0.01
2	LAND FROM PARCELS	100'	0.01
3	LAND FROM PARCELS	100'	0.01
4	LAND FROM PARCELS	100'	0.01
5	LAND FROM PARCELS	100'	0.01
6	LAND FROM PARCELS	100'	0.01
7	LAND FROM PARCELS	100'	0.01
8	LAND FROM PARCELS	100'	0.01
9	LAND FROM PARCELS	100'	0.01
10	LAND FROM PARCELS	100'	0.01

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
WASHINGTON, D.C. 20250

**KING LAKE RADIO STATION
SITE AND ACCESS ROAD**

DATE: 11/15/50
BY: [Signature]

EXHIBIT C

Lease No. 990099