



200710260011

Skagit County Auditor

10/26/2007 Page 1 of 51 9:38AM

Document Title: Communications Site Lease - Devil's Mountain

Reference Number: C070875GSC

Grantor(s):

☐ additional grantor names on page \_\_\_\_

1. Washington State Department of Natural Resources

2.

Grantee(s):

☐ additional grantee names on page \_\_\_\_

1. Washington State Patrol

2.

Abbreviated legal description:

☒ full legal on page(s) 21.

Portion of SW Qtr of the NW Qtr of Section 11 Township 33 North, Range 4 East, W.M.

Assessor Parcel / Tax ID Number: ☐ additional tax parcel number(s) on page \_\_\_\_

#16610

I, Jeff Hugdahl, am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is ~~\$40.00~~ for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed

Dated

10/17/07

RECEIVED  
FEB 07 2007  
FACILITIES MGMT.



WASHINGTON STATE DEPARTMENT OF  
**Natural Resources**  
Doug Sutherland - Commissioner of Public Lands

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

COMMUNICATION SITE LAND LEASE

0070875630

Agreement No. 52-080560

Lessee's Reference No. \_\_\_\_\_

BY THIS LEASE between the STATE OF WASHINGTON, Department of Natural Resources, hereinafter called the "State", and WASHINGTON STATE PATROL hereinafter called the "Lessee", State grants to Lessee a lease for a communication site at the Devils Mountain Communication Site located in Skagit County, Washington, hereinafter referred to as Premises. The legal survey plat and legal description of the site are attached as "Exhibit A".

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

**SECTION 1 OCCUPANCY**

**1.01 Term.** The term of this lease is for 10 (ten) Years years. The lease shall be made effective) on July 1, 2006, (Commencement Date) and end on June 30, 2016 (Termination Date).

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

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

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

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

## SECTION 2 USE OF SITE

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

### 2.02 Reservation by State.

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

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

## SECTION 3 PAYMENT

**3.01 Payment.** Payments made hereunder will be as follows:



1. Rent. Rent is based on a combination of rent for the land and rent related to equipment used by Lessee or authorized sublessees. Based on the initial development plan and equipment present, Lessee shall pay in advance the rent of \$10,389.00 for the period of July 1, 2006 to June 30, 2007, and \$10,389.00 annually on July 1 thereafter for the remaining term of this lease, subject to adjustment as set forth in Section 3 - 3.02.

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

3. Road Use Fee. Lessee shall pay in advance the required road use fee of \$250.00 for the period of July 1, 2006 to June 30, 2007, and \$250.00 annually on July 1, thereafter for the remaining term of this lease, subject to adjustment as set forth in Section 3 - 3.02.

### 3.02 Adjustment.

1. Periodic Adjustment.

a. Rent Adjustment. On July 1, 2011 and at intervals of Five years thereafter (Adjustment Date), a new annual rent will be established to be effective as of the Adjustment Date. Failure on the part of State to establish a new annual rent by the Adjustment Date shall not preclude State from doing so then or thereafter, and the adjusted rent shall be retroactive to the Adjustment Date, unless otherwise provided by State. At State's option, the new annual rent will be established using one of the following two methods of adjustments:

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

OR

(2) For other electronic equipment not covered by the State's "Communication Program Rent Schedule", including but not limited to cellular or PCS, and TV or FM translators or broadcasters, the Lessee's or



Sublessee's rent will be adjusted to reflect market rent (by referencing comparable facilities at comparable locations). If Lessee does not agree with State's adjusted market rent, Lessee may submit to State an appraisal of market rent performed by an independent and licensed appraiser at Lessee's expense for State's consideration. Such appraisals must be submitted within 30 calendar days of notification of the adjusted rent, or State's determination of market rent is final with no right of appeal with rent due as set forth in State's initial notice. If Lessee timely submits an appraisal, State shall notify Lessee in writing whether State accepts or rejects Lessee's appraisal of market rent. State's decision shall be final, subject only to challenge in the manner as provided under RCW 79.02.030. Lessee shall pay the adjusted rent within 10 calendar days of receipt of notice of whether Lessee's appraisal is accepted or rejected. If the court rules that State's determination of rent was more than market rent, Lessee shall receive a credit toward future rents for any overpayment. If the court rules that State's determination of rent was less than market rent, Lessee shall pay such underpayment to State within 10 calendar days of entry of judgement.

b. Road Use Fee. The road use fee may be adjusted annually on the anniversary of the Commencement Date. The new annual road use fee will be based on State's estimate of Lessee's use of road system and that of any authorized sublessee.

2. Change in Operations.

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

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

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



of rent after any breach by Lessee be construed as a waiver of any such breach or any other breach.

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

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

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

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

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

#### SECTION 4 SPECIAL REQUIREMENTS

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

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

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

**4.04 Minerals and Valuable Materials.** Lessee shall remove no valuable materials as defined under RCW 79.02.010(12), minerals, coal, oil, or gas without written consent of State.



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

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

**4.07 Frequency Interference.** Lessee, upon written or verbal notification by State, shall immediately take remedial action to eliminate interference with other operators at this location caused by Lessee's operations. In the event Lessee fails to eliminate the interference within 48 hours of State contacting Lessee, State will have the right to disconnect power to any transmitters causing interference. If the interference affects emergency services or public safety, State shall have a right to disconnect power to any transmitter causing interference immediately upon contacting Lessee. For the purposes of this section, State shall be deemed to have contacted Lessee when State places a call to Mr Robert Schwent @ 360-239-3437 [fill in name and phone]. It shall be the responsibility of Lessee to ensure that messages can be taken at this phone number. LESSEE HEREBY WAIVES ANY CLAIMS THAT MAY ARISE OUT OF STATE DISCONNECTING POWER AS PROVIDED IN THIS SECTION. RS  
[LESSEE INITIALS]

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

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

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

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



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

**4.12 Hazardous, Toxic, or Harmful Substances.**

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

2. Hazardous, Toxic, or Harmful Substances.

a. Lessee shall not keep on or about Premises, any substances now or hereinafter designated as or containing components now or hereinafter designated as hazardous, toxic, dangerous, or harmful (and/or which are subject to regulation as hazardous, toxic, dangerous, or harmful) by any federal, state, or local law, regulation, statute, or ordinance (hereinafter collectively referred to as "Hazardous Substances") unless such are necessary to carry out Lessee's permitted use under Subsection 2.01 and unless Lessee fully complies with all federal, state, and local laws, regulations, statutes, and ordinances now in existence or as subsequently enacted or amended.

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

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





private party concerning Premises.

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

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

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

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

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

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

## SECTION 5 ASSIGNMENT, INSURANCE, INDEMNITY

**5.01 Assignment.** Lessee shall not hypothecate, mortgage, assign, sublease, transfer, or otherwise alienate this lease ("Assignment"), or any interest therein, without the prior written consent of State, which consent shall be at the sole discretion of State, except that State will not withhold consent in the event of an assignment to a related entity when such assignment is to facilitate Lessee's business plans or organization. In granting any such consent under this clause

State shall be entitled to consider, among other items, the proposed assignee's, sublessee's or transferee's financial condition, business reputation, business, and such other factors as may reasonably bear upon the suitability of the assignee, sublessee, or transferee as an operator at the Premises. If Lessee is a corporation, partnership, or other association, (1) the transfer of more than fifty percent (50%) of the ownership interest in such entity, or (2) the sale of all or substantially all of the assets of Lessee shall be deemed to constitute an "assignment" of this lease which requires consent of State. The consent of State to any one assignment shall not constitute a waiver of State's right to consent to subsequent assignments, nor shall consent of State to any one assignment relieve any party previously liable as Lessee from any obligations under this lease. The acceptance by State of the payment of rent following an assignment shall not constitute consent to any assignment and State's consent shall be evidenced only in writing.

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

1. Assumption of Liability. State shall have no responsibility or control with respect to any aspect of Premises or any activity conducted thereon from and after the Commencement Date. Lessee shall indemnify and save State harmless from any and all liability, damage, expense (including attorney fees and costs), cause of action, suits, claims, or judgments by any reason whatsoever caused or arising out of the use, occupation, and control of Premises by Lessee, its sublessees, invitees, agents, employees, licensees, or permittees except as may arise solely out of the willful act or gross negligence of State or State's officers, agents, or employees. To the extent that RCW 4.24.115 is applicable to any indemnification provision of this Lease, State and Lessee agree that this provision shall not require Lessee to indemnify and save State harmless from State's sole or concurrent negligence, if any. Lessee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless State and its agencies, officials, agents, and employees.

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

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

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



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

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

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

- b. Business Auto Policy (BAP) Insurance (required for all contracts). The Lessee shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto".

Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01.

The Lessee waives all rights against the State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

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

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

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

- d. Builders Risk Insurance.



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

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

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

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

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

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

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

ii. State may require Lessee to provide the above from time to time to ensure Lessee's continuing ability to self-insure. If at any time Lessee does not satisfy the self-insurance requirement, Lessee shall immediately



purchase insurance as set forth under this Section 5.02-4 entitled "Minimum Coverage Requirements".

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

## SECTION 6 DEFAULT

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

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

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



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

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

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

## **SECTION 7 ACCESS ROADS AND ROAD MAINTENANCE**

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

1. State Land. A nonexclusive right to use an existing road over and across the location shown on the map(s) marked as "Exhibit(s) E" for the purpose of operating equipment commonly used for the installation, operation, repair and maintenance of radio units or electronic equipment or a communication site.

2. Non State Land. Access to Premises includes use of existing roads across private or other government owned land. Lessee recognizes and agrees to comply with all the terms and conditions of the easement(s) or agreement(s) entered into by and between State and Scott Paper Company dated February 7, 1973 filed under Application No. 55-000833 attached hereto as "Exhibit F".

**7.02 Road Repair.** Lessee shall repair or cause to be repaired at its sole cost and expense that damage to said road(s) occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road(s). Within fifteen (15) days of the damage, Lessee shall meet with State and provide a plan of operation for the repairs.

**7.03 Road Maintenance.** Road maintenance is defined as work normally necessary to preserve and keep the roads in their present condition or as hereafter improved. At a minimum, roads shall be maintained to meet forest practices standards set forth in WAC 222-24-050 as now written or hereafter amended. Unless contrary to the terms of an express easement authorizing access, the cost of performance of road maintenance and resurfacing shall be allocated on the basis of respective uses of said road. During periods when a road, or portions thereof, is used



solely by Lessee, Lessee shall solely maintain that portion of said road to the standards set forth above; provided State reserves the right to make reasonable allocations concerning priority of use and maintenance of said roads by it and others. Where there is joint use of a road, or portion thereof, Lessee shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when more than one party is using the same road or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

1. The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and
2. A method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.

**7.04 Improvements.** Lessee shall construct no improvements to roads where access has been provided by State without the prior written consent of State, which shall not be unreasonably withheld. Unless State agrees to share in the cost of the improvement in writing, the improvements shall be at the sole cost of the improver.

**7.05 Insurance.** The provisions under Section 5-Insurance, Indemnity- shall apply to Lessee's use of roads authorized herein.

## SECTION 8 IMPROVEMENTS

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

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

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

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

**8.05 Removal of Improvements.** Lessee shall remove all Lessee owned improvements,

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

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

**8.07 Existing Improvements.** All improvements existing on Premises as of the Commencement Date belong to Lessee except as set forth below:

None

## SECTION 9 MISCELLANEOUS

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

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

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

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

**9.05 Notices.**

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





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

**9.06 Liens.** Lessee shall not suffer nor permit any lien to be filed against Lessee's leasehold interest in Premises or any improvement thereon by reason of work, labor, services or materials performed or supplied to Lessee or anyone holding Premises or any part thereof under the lease. If any such lien is filed against Lessee's leasehold interest or any improvements thereon, Lessee shall cause the same to be discharged of record within thirty (30) days after the date of filing the same unless other arrangements are authorized in writing by State. Lessee shall indemnify State for any costs, damages or expenses (including attorneys' fees) incurred as a result of the filing of such liens or in obtaining their discharge whether such costs, damages or expenses were incurred prior or subsequent to lease termination.

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

**9.08 Preservation of Markers.** Any legal land subdivision survey corners, reference points or monuments are to be preserved. If such are destroyed or disturbed by Lessee, Lessee shall reestablish them by a licensed land surveyor in accordance with U. S. General Land Office standards at their own expense. Corners, reference points or monuments that must necessarily be disturbed or destroyed in the process of carrying out the operations allowed by this lease must be adequately referenced and/or replaced in accordance with RCW 58.24.040 (8). Such references must be approved by State prior to removal of said corners, reference points or monuments.

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

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



List of Exhibits

Exhibit A Legal Description and Survey Plat  
Exhibit B Encumbrances (Subject to Leases)  
Exhibit C Technical Data Sheet(s)  
Exhibit D Communication Site Standards  
Exhibit E Road Access Map(s)  
Exhibit F Other Easement Agreements  
Exhibit G Requirements of the Incidental Take Permit (ITP) (use only if the Lease is in an HCP Permit area)  
Exhibit H Requirements of the Habitat Conservation Plan (HCP) (use only if the lease is in an HCP Permit area)  
Exhibit I Development Plan Drawing

WASHINGTON STATE PATROL  
UBI

Signed this 27 day of February, 2007.

Paul S. Beckley

Paul S. Beckley, Deputy Chief  
Signatory Name and Title

Address:

Phone:

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

OCT 26 2007

Amount Paid \$ 0  
Skagit Co. Treasurer  
By man Deputy

APPROVED AS TO FORM

Manuel

ASSISTANT ATTORNEY GENERAL

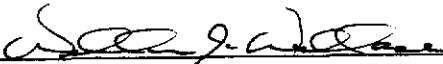


200710260011

Skagit County Auditor

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

Signed this 8<sup>th</sup> day of March, 2007

  
William J. Wallace  
Northwest Region Manager

919 N. Township St  
Sedro-Woolley WA 98284

(360) 856-3500

Standard Communications Site Lease  
Approved as to Form Date March 7, 2002.  
by James Schwartz  
Assistant Attorney General  
State of Washington



NOTARIAL CERTIFICATE  
ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

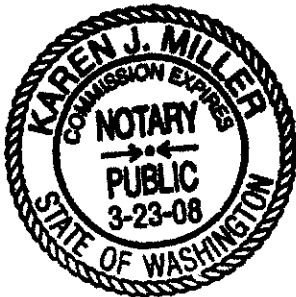
STATE OF Washington)  
 )ss.  
COUNTY OF Man)

I certify that I know or have satisfactory evidence that Paul S. Beckley  
[name(s)] (is / are) the person(s) who appeared before me, and said person(s) acknowledged that  
(he / she / they) signed this instrument, on oath stated that (he / she / they) (was / were)  
authorized to execute the instrument, and acknowledged it as the Deputy Chief [office(s)]  
or title(s)] of Washington State Patrol (business name of the  
Lessee) to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in  
the instrument.

DATED: February 27, 2007  
(Seal or Stamp)

Karen J. Miller  
Karen J. Miller  
NOTARY PUBLIC in and for the  
State of Washington

My appointment expires 3-23-2008



200710260011  
Skagit County Auditor

# STATE'S ACKNOWLEDGMENT

State of Washington

County of Skagit

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

Dated: March 8, 2007

Brenda L. Werden  
(Signature)

(Seal or stamp)

Brenda L. Werden  
(Print Name)



Notary Public in and for the State of Washington,  
residing at Sedro-Woolley

My appointment expires Mar 27, 2010

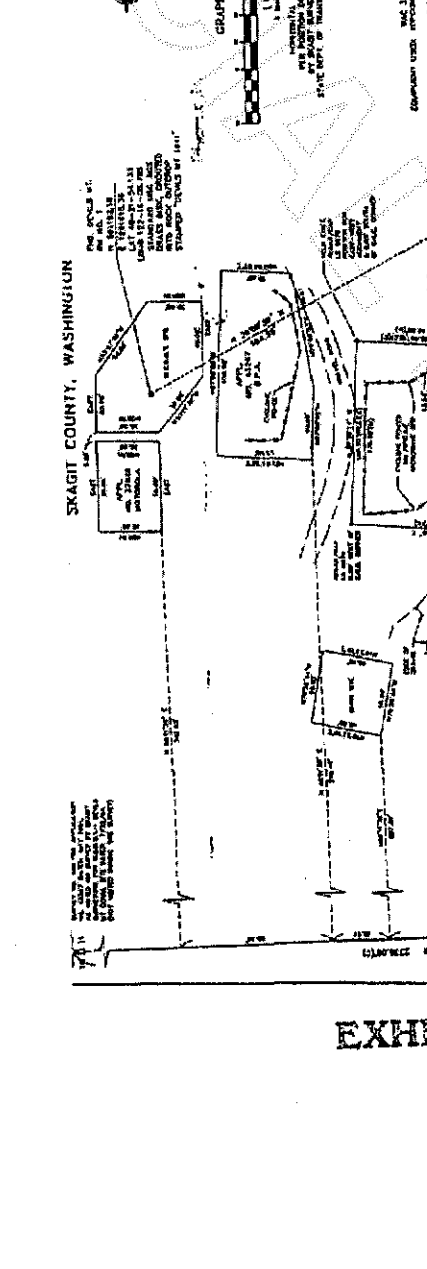
**EXHIBIT A**  
**LEGAL DESCRIPTION AND SURVEY PLAT**  
**DEVILS MOUNTAIN COMMUNICATION SITE**  
**Washington State Patrol Tower and Communication Site**

A portion of the southwest quarter of the northwest quarter of Section 11, Township 33 North, Range 4 East, W.M., Skagit County, Washington described as follows:

Commencing at the southwest corner of said northwest quarter;  
Thence north  $01^{\circ} 48' 22''$  West along the west line thereof 592.74 feet;  
Thence South  $89^{\circ} 16' 38''$  East 421.42 feet to the point of beginning;  
Thence North  $00^{\circ} 43' 22''$  East 75.00 feet;  
Thence South  $89^{\circ} 16' 38''$  East 75.00 feet;  
Thence South  $00^{\circ} 43' 22''$  West 75.00 feet;  
Thence North  $89^{\circ} 16' 38''$  West 75.00 feet to the point of beginning.

Containing 5,625 square feet or 0.13 acres, more or less.





710360311

**EXHIBIT B  
ENCUMBRANCES  
RECORD SEARCH**

**DEVILS MOUNTAIN COMMUNICATION SITE**

**Agreement No:** 52-080560  
**Region:** NORTHWEST  
**County:** SKAGIT  
**Applicant:** WASHINGTON STATE PATROL  
**Address:** OLYMPIA  
**Telephone:**  
**UBI/DNR#**  
**Grantor:** STATE OF WASHINGTON

	<u>Site</u>	Sec	Twn	Rge	Trust	Parcel#
<b>Portions of:</b> SE¼NW¼SW¼NW¼, NE¼SW¼SW¼NW¼		11	33N	04E	Agricultural (04)	1459

	<u>Access</u>	Sec	Twn	Rge	Trust	Parcel#
<b>Portions of:</b> S½SW¼		02	33N	04E	FB Transfer (01)	1457
NW¼		11	33N	04E	FB Transfer (01)	1458, 1459

**Encumbrances**

Class	Number	Event	Expire Dt	Agent	Date Gtd
LSE	52-048278	COMMSITE	01/20/2012	Diginet, Inc.	
LSE	52-047179	COMMSITE	08/01/2011	Lake TV Cable	
LSE	52-043267	OVTRANS	INDEF	BPA	10/26/1982
LSE	52-A37848	COMMSITE	INDEF	Motorola Comm. & Electric	09/17/1975
ESE	50-036211	EXROAD	INDEF	Scott Paper Company	02/07/1973
ESE	50-032514	EXROAD	INDEF	Lyle F. Ocher	01/05/1968
LSE	52-A47032	COMMSITE	12/31/2008	Pacific NW Bell & Telephone	
ESE	50-0F4998	OVPOWER	INDEF	Puget Sound Power & Light	02/28/1958
ESE	50-0F4403	ROAD	INDEF	Pacific Telegraph & Telephone Co.	11/27/1956
ESE	50-048184	OVPOWER	INDEF	Puget Sound Power & Light Co.	12/11/1987
LSE	52-072622	COMMSITE	12/31/2011	American Tower Management, Inc.	
LSE	52-069427	COMMSITE	02/28/2014	BNSF Railway Co.	
WITHDR	52-056069	WITHDRAW	INDEF	DNR - C/O 63-318	03/15/1963





LSE 52-077304 COMMSITE 10/31/2014 ATC Microwave

**Pending Application**

Class	Number	Event	Applicant	Date App.
ESE	50-051333	RUP	ITT Rayonier	07/26/1990
LSE	52-069923	COMMSITE	DOT	02/11/1997
LSE	52-071148	COMMSITE	Wiztronics, Inc.	03/31/1999
TBS	30-074472	SALE	State of Washington	11/25/2002

**Special Notations**

No special notations of record.

Title Examiner: Denise Sullivan

Date: November 1, 2006

Application

Register/TB \_\_\_\_\_

Instrument

Register/TB \_\_\_\_\_

Exhibit B

24 of 4



200710260011

Skagit County Auditor

10/26/2007 Page 25 of 51 9:38AM

**EXHIBIT C**  
**TECHNICAL DATA SHEET**  
 For Communication Sites  
*Please complete one data sheet for each unit*

<b>1. Lessee Information:</b>		<b>2. Chief Engineer or Service Provider Info:</b>	
Lessee Name: <i>WA. State Patrol</i>	Phone: <i>360-596-6010</i>	Name: <i>John Woodcock</i>	Phone: <i>425 649-4657</i>
Address: <i>P.O. Box 42626</i>	City, State, Zip: <i>Olympia WA</i>	Address: <i>2803-156TH SE</i>	City, State, Zip: <i>Bellevue WA 98007</i>
<i>8622 ARMSTRONG RD SW</i>		<i>Emergency Phone: 360-688-2588</i>	
<i>Olympia, WA 98504-2626</i>			
<b>3. Premises Information:</b>			
Site Name:		<i>Devils Mtn</i>	
DNR Lease Number:			
Location at site: (Site or building name):		<i>SE corner of site</i>	
Latitude and Longitude: (at center of tower)		<i>48°21'53.3N 122°16'05.5W</i> <input type="checkbox"/> NAD27 or <input type="checkbox"/> NAD83	
Elevation of site: (at center of tower)		<i>1720 ft</i>	

**4. Equipment**

a. FCC/NTIA Call Sign	<i>KOJ 38</i>
b. Date FCC License Issued:	<i>11/20/04</i>
c. Equipment Manufacturer:	<i>Harris Farinon</i>
d. Model Number:	<i>FAS 6000</i>
e. Class of Service (FCC Symbol):	<i>FX0</i>
f. Type of Emission (FCC Symbol):	<i>10MDF9W</i>
g. Effective Radiated Power (Watts)	<i>1W</i>
h. Transmit output power (watts):	<i>2W</i>
i. CTCSS control tone (Hz):	<i>-</i>
j. Type of unit, i.e., microwave, cellular, WLAN, paging, etc. (For cell, also fill out 9. a. below)	<i>Microwave / vhf</i>
k. Is power on continuously?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
l. If amateur radio operator, is this unit:	<input type="checkbox"/> Voice <input type="checkbox"/> Packet

**RECEIVED****FEB 05 2007****FACILITIES MGMT.****5. Units (Transmitter only or Transmitter/Receiver):***Complete for all leases*

Transmit Freq. (MHZ)	Receive Freq. (MHZ)	Channels- please indicate number and type - analog, digital, etc)
<i>6715 mhz</i>	<i>6545 mhz</i>	<i>Analog</i>
<i>6785 mhz</i>	<i>6625 mhz</i>	<i>"</i>
<i>6725 mhz</i>	<i>6555 mhz</i>	<i>"</i>
<i>155.505 mhz</i>	<i>159.045 mhz</i>	<i>"</i>
<i>155.370 mhz</i>	<i>155.370 mhz</i>	<i>"</i>
<i>155.970 mhz</i>	<i>155.970 mhz</i>	<i>"</i>
<i>453.475 mhz</i>	<i>453.475 mhz</i>	<i>"</i>



200710260011  
 Skagit County Auditor

**EXHIBIT C**  
**TECHNICAL DATA SHEET**  
**For Communication Sites**

**6. Dish Antennas**

Diameter (feet)	Location on Tower (i.e., SE Leg)	Height on Tower at Base of Antenna	Beam Path Width	Beam Path Length	Azimuth	Tilt
6'	NE	135'		8 mi.	342.42	
6'	NW	100'		8.4 mi	337.69	
6'	NW	135'		17.6 mi	167.82	

**7. Pole (Stick) (or other type) Antennas**

Length (feet)	Location on Tower (i.e., SE Leg)	Height on Tower at Base of Antenna
8'	SW	135'
10'	SE	"
8'	SE	"

8. Name of Location beam goes to: Marysville WSP, Burlington Hill, Burlington office

9. Additional Information:

Main repeater site for Skagit county

9.a Circle all that apply for cellular technology:

AMPS	CDMA (IS-95A)	TDMA	GSM	iDEN	UTMS
	CDMA (IS-95B)	IS-54	GSM w/ AMR	1XRTT	EDGE
	CDMA2000 1X	IS-136	GSM FFR w/AMR	1xEV	GPRS
Other (please specify)					

10. Lease Summary Information:

Lease Number: \_\_\_\_\_

Total Square Feet of Floor Space used \_\_\_\_\_

Number of Subscribers \_\_\_\_\_ (for cable tv only)

Lessee Signature Judy Smith, Property Mgmt Date 2-6-07

DNR Signature \_\_\_\_\_ Date \_\_\_\_\_

**RECEIVED**

**FEB 05 2007**

**FACILITIES MGMT.**



200710260011

Skagit County Auditor

**EXHIBIT C  
TECHNICAL DATA SHEETS**

**See Attached**



200710260011  
Skagit County Auditor

25 of 51

10/26/2007 Page 28 of 51 9:38AM

## EXHIBIT D

### COMMUNICATION SITE STANDARDS

1. State retains the right to inspect Lessee's equipment with 21 calendar days advance written notice to ensure compliance with site standards presently in effect or as may be amended. This clause shall not be construed as a duty to inspect.
2. Each transmitter at the site will be identified with the DNR document number, name of a person or service agency responsible for repairs, their telephone number, equipment receive frequency, and equipment transmit/receive tone frequencies.
3. All communications fixed transmitter installations shall employ isolators or alternative techniques meeting the same criteria, to minimize spurious radiation and intermodulation products. Additional filtering may be required according to frequency and interconnect devices as listed below. As the industry progresses, superior devices may be available and installed only with the written approval of State.
  - a. Transmitters in the 29.8 to 54 MHZ range shall have a low pass filter, band pass filter or cavity providing a minimum of 30 dB of attenuation removed 1.0 MHZ from the operating frequency.
  - b. Transmitters in the 66 to 88 MHZ range shall have at least 25 dB of isolation followed by a band pass cavity providing at least 20 dB of attenuation 1.0 MHZ removed from the operating frequency.
  - c. Transmitters in the 88 to 108 MHZ range operating at a power level of 350 watts or less shall have at least 25 dB of isolation followed by a band pass cavity providing at least 35 dB of attenuation 1.0 MHZ from the operating frequency.
  - d. Transmitters in the 88 to 108 MHZ range operating at a power level above 350 watts shall have a band pass cavity providing at least 25 dB of attenuation 1.4 MHZ from the operating frequency.
  - e. Transmitters in the 130 to 225 MHZ range shall have at least 50 dB of isolation followed by a low pass filter and a band pass cavity with a minimum of 15 dB of attenuation 1.0 MHZ removed from the operating frequency.
  - f. Transmitters in the 400 to 470 MHZ range shall have at least 50 dB of isolation followed by a low pass filter and a band pass cavity with a minimum of 15 dB of attenuation 2.0 MHZ removed from the operating frequency.
  - g. Transmitters in the 806 to 990 MHZ range shall have at least 50 dB of isolation



followed by a low pass filter or a band pass filter with a minimum of 15 dB of attenuation 10 MHz removed from the operating frequency and 40 dB of attenuation at 20 MHz. Where mixed services share a common site, series cavities need be incorporated.

4. Lessee shall comply with General Engineering Standards, including but not limited to the following:
- a. A band pass cavity/filter or crystal filter is recommended at the input of all receivers. Its purpose is to protect against RF energy "off frequency" from mixing in a non-linear device such the first RF amplifier in a receiver, which can re-radiate causing interference.
  - b. The band reject duplexer (cross notch duplexer) may not be used without the use of cavities or isolators.
  - c. Single braid coax cable is prohibited. Double shielded cable must have over 98.5% shield coverage. Single braid cable with resistive terminations is acceptable ONLY as a fixed method for relative signal strength measurements.
  - d. Jacketed coaxial cable is required. Unjacketed transmission line of any type is prohibited.
  - e. Use of N, TNC, DIN or other types of constant impedance connector is preferred over a non-constant impedance type. Effort should be made to prevent the use of coax adaptors.
  - f. All equipment is to be grounded. Grounding is to be done with low impedance conductor to the station ground grid, preferably with flat copper or heavy braid. The "green wire" of the AC power plug is not an acceptable grounding point. All cables are to be grounded to the tower at the point where the cables leave the tower for the building entry.
  - g. Transmitting systems must be checked periodically, which includes the isolator, VSWR on the load port of the isolator and overall system insertion loss.
  - h. Bare metallic ties are prohibited for securing transmission lines to towers. In the case of large lines, use of stainless steel or galvanized hangers is permitted. Hardware capable of rusting and dissimilar metals is prohibited. Transmission lines are to be insulated from metallic structures and objects. It is the duty of the installation personnel to prevent "diode junctions" from taking place.
  - i. All loose wire or metal objects are to be removed from the tower and site. Metal



fencing should be vinyl coated.

- j. All equipment shall be licensed by FCC, or have a Radio Frequency Authorization from NTIA, (if required by the regulating agency) and be operated in full accordance with all applicable rules and regulations of the regulating agency. There shall be no modifications that violate "FCC Type Acceptance."
- k. Every effort should be made to protect the equipment from lightning damage. Feed-through lightning protectors shall be used on all coaxial cable connections to equipment enclosures. Gas, gap and MOV and Silicone Avalanche Diode (SAD) protectors shall be used in control, audio, telephone and power connections.
- l. Radios, equipment and batteries installed shall use support equipment that is braced, anchored and/or secured in a manner that prevents or reduces possible damage due to an earthquake.

5. Interference Policy Statement:

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

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

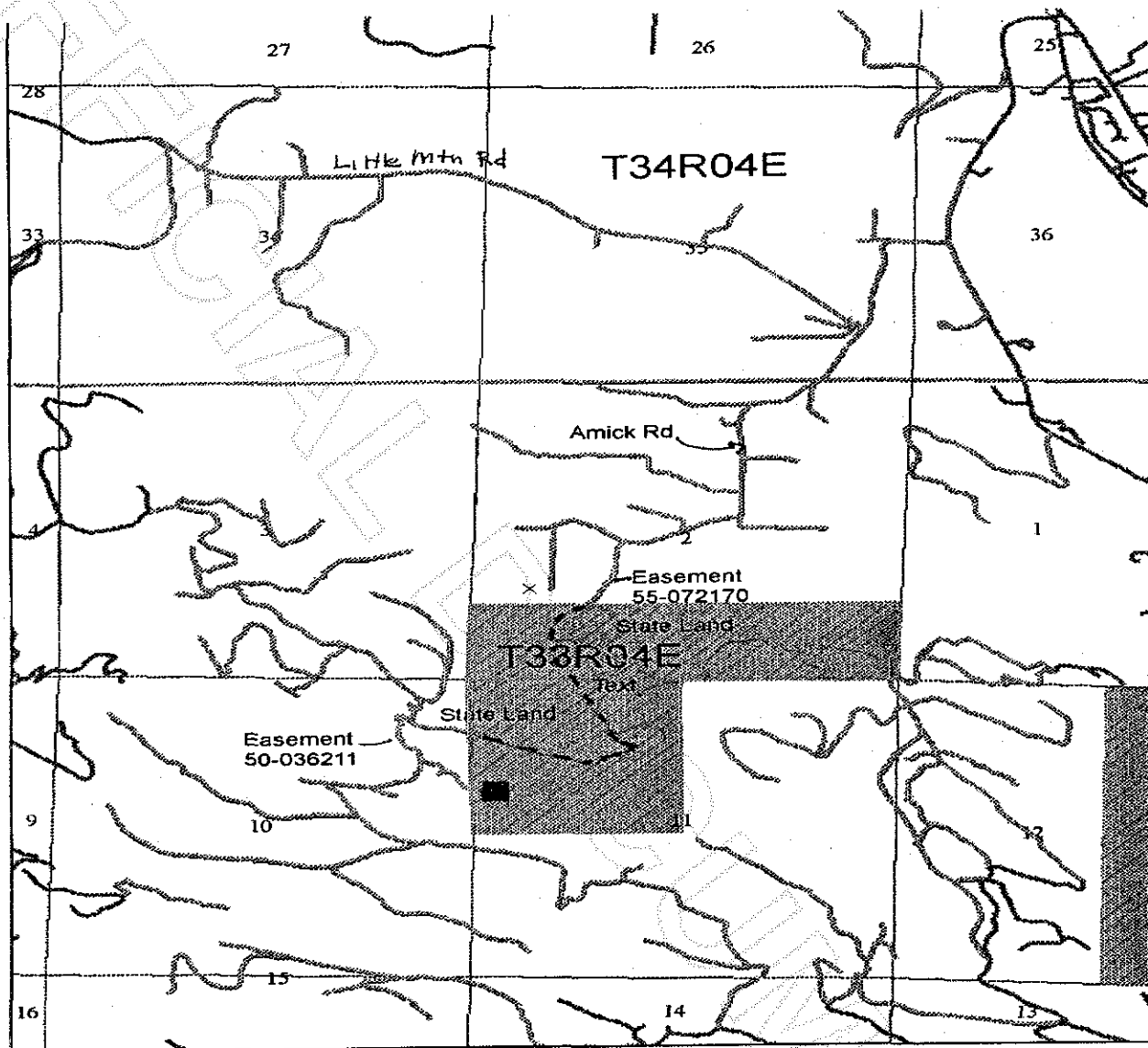


necessary by State.

7. These Communication Site Facility Standards are developed in conjunction with the Western Washington Cooperative Interference Committee (WWCIC) and the Department of Natural Resources, Radio Program.
8. For equipment using unlicensed frequencies:
  - a. All equipment shall be compliant with all FCC rules and regulations.
  - b. State has the right to require Lessee to provide additional interference protection devices for existing and new site users to reduce interference and accommodate site growth.
  - c. State has the right to require Lessee to reposition antennas on towers, add equipment shielding and reduce effective radiated power to reduce interference and accommodate site growth.







Devils Mountain Communication Site  
Exhibit E  
Access Map



200710260011  
Skagit County Auditor

**EXHIBIT F**  
**OTHER EASEMENTS TO ACCESS SITE**

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
JENNIFER M. BELCHER, Commissioner of Public Lands  
Olympia, Washington 98504

**EASEMENT**

THIS AGREEMENT, made and entered into this 2<sup>nd</sup> day of May, 2000, by and between JIMMY EUGENE JEFFRIES, herein called "Grantor," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "the State," WITNESSETH:

**Conveyance.** Grantor, for and in consideration of twenty-five thousand and no/100 Dollars (\$25,000.00), hereby grants, conveys, and warrants to the State, its successors and assigns, a permanent easement over parcels of land in Skagit County, legally described as set forth in Exhibit "A" (hereafter Burdened Parcel) said easement to be forty (40) feet in width running twenty (20) feet on each side of a centerline of a road located approximately as shown on Exhibit "B" (hereafter Easement Area).

**Purpose.** The easement is conveyed to provide ingress and egress to and from lands owned by the State for the purpose of limiting forest products and/or other profits including but not limited to sand, gravel, stone or farm products and performing management activities associated with timber production, agriculture or the extraction of profits, including communications sites and for public access to such lands for recreational purposes under such rules, regulations and limitations as may be established by the parties; provided, however, that such public use shall not interfere with commercial use of the parties. Authorized use shall include the right to travel, maintain, repair, construct or reconstruct the Easement Area.

**Appurtenant.** This easement shall be deemed appurtenant to the real property now owned by the State located in Skagit County, legally described as set forth in Exhibit "C" attached hereto and such real property hereafter acquired by the State (hereafter Benefitted Parcel).

**Reservations.** Grantor reserves for itself, its successors and assigns, the right at all times for any purpose, to cross and recross the Easement Area at any place on grade or otherwise. Grantor and the State may grant to third parties, upon such terms as they choose, any or all of the rights reserved by them herein; provided, that use by such party shall be subject to the terms and conditions of this agreement and shall not unreasonably interfere with the rights granted to the State and the Grantor herein. Grantor reserves to itself all timber now on or hereafter growing within the rights of way on its said lands and the right to remove said timber via the right of way herein granted. Grantor reserves for itself, its successors and assigns the right at any time to realign or relocate any of the roads granted by it under this easement to satisfy the primary management purpose of the ownership; provided, however, that any such realignment or relocation shall be at its option and expense and shall not unreasonably interfere with rights granted herein. Any new road locations resulting from realignment or relocation of the road shall be recognized as being covered by the rights conveyed herein and this easement shall be construed as being modified by such realignment or relocation.

Easement No. 55-072170

200005080071  
Kathy Mm, Skagit County Auditor  
5/6/2000 Page 2 of 3 1:41:51PM

3/19/99

200710260011  
Skagit County Auditor

**Relocation.** State shall have the right to relocate the easement at the State's sole cost so long as the relocation is mutually agreed upon and does not unreasonably interfere with the reserved rights of the Grantor herein.

**Plan of Operations.** Thirty (30) days prior to any construction or reconstruction of said road(s) on lands of Grantor shown in red on Exhibit B, the State will submit to Grantor a written request for joint review of the proposed project, upon completion of which the State will submit a complete and detailed plan of operations. Each party's operations, specified herein shall be conducted in accordance with the provisions of the approved plan of operations. Said parties shall provide the other party the right of examination of the right of way before any construction, reconstruction, or development is commenced.

**Maintenance.** The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses a road, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to the standards existing at the time use is commenced. During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

(a) The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and

(b) A method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.

For purposes of this agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved.

**Repairs.** Each party using any portion of a road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage. Should damage be caused by an unauthorized user, the cost of repair shall be treated as ordinary maintenance and handled as set forth above.

**Improvements.** Unless the parties agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.

**Permittees.** The State may permit its respective agents, contractors, licensees, lessees, purchasers of timber or other valuable materials, and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to it herein: provided, that when the State or one of its Permittees plans to use any portion of said road(s) for the purpose of hauling timber or other valuable materials; such party shall notify Grantor at least fifteen (15) days prior to the commencement of use of said rights, advising of the portion of road to be used, the approximate dates when such use will begin and end, and of the approximate volumes of forest products or valuable materials to be hauled and upon the completion of such use notify Grantor.

**Insurance.** The State shall require each of its Permittees, before using any of said road for commercial purposes, to:

(a) Obtain and during the term of such use, maintain a policy of liability insurance in a form generally acceptable in the trade and customary in the area of said rights of way, insuring said Permittee against liability arising out of its operations, including use of vehicles. Minimum amounts of insurance shall be:

Easement No. 55-072170

200005080071  
Kathy Hill, Skagit County Auditor  
5/8/2000 Page 3 of 9 1:41:51 PM

200710260011  
Skagit County Auditor


(1) For log haulers, and other miscellaneous users operating heavy trucks (over one (1) ton), One Million Dollars (\$1,000,000.00) for injury to one person, Two Million Dollars (\$2,000,000.00) for any one occurrence, and One Million Dollars (\$1,000,000.00) property damage for any one occurrence;

(2) For fern cutters, bough cutters, shake cutters, or other miscellaneous users operating pickup trucks, light trucks (under one (1) ton) or passenger cars for the purpose of transporting miscellaneous forest products, Five Hundred Thousand Dollars (\$500,000.00) for injury to one person, One Million Dollars (\$1,000,000.00) for any one occurrence, and One Million Dollars (\$1,000,000.00) property damage for any one occurrence; or

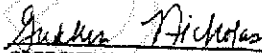
(3) Such other limits as the parties hereto may agree upon in writing from time to time.

b) Deliver to State a certificate from the insurer of said Permittee certifying that coverage is not less than the above named amounts is in force and that, in the event of cancellation or modification of such coverage, the insurer will give Grantor ten (10) days' written notice prior to any cancellation or modification.


IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate to become effective as of the day and year first above written.

  
JIMMY EUGENE JEFFRIES  
1875 Devils Mountain Rd.  
Mount Vernon, WA 98274

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

  
GRETCHEN NICHOLAS, Manager  
Business Systems Support Division

Affix Seal of Commissioner  
of Public Lands

35171  
SKAGIT COUNTY WASHINGTON  
Real Estate Public Tax  
MAY 08 2000  
Amount Paid \$ 382.50  
Skagit Co. Treasurer  
By  Deputy

Easement No 55-072170

  
200005080011  
Kathy Hill, Skagit County Auditor  
5/8/2000 Page 4 of 9 1:41:51PM

3/19/99

  
200710260011  
Skagit County Auditor

STATE ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 )ss  
COUNTY OF THURSTON )

On this 2nd day of May, 2000, personally appeared before me GRETCHEN NICHOLAS, to me known to be the Business Systems Support Division Manager of the Department of Natural Resources, State of Washington, who executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Steven R. Carlson  
Notary Public in and for the State of  
Washington, residing at Centralia  
My appointment expires 9/18/03

Easement No. 55-072170

  
200005080071  
Kathy Hill, Skagit County Auditor  
6/8/2000 Page 6 of 8 1:41:51PM

3/19/99

Exhibit F

34 of 48

  
200710260011  
Skagit County Auditor

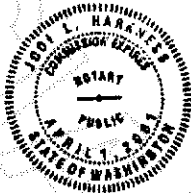
10/26/2007 Page 37 of 51 9:38AM

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON )  
County of SKAGIT ) ss

On this day personally appeared before me William Eugene Jeffries to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 25<sup>th</sup> day of April, 2000.



W. E. Jeffries  
Notary Public in and for the State of  
Washington, residing at Seagraves  
My appointment expires 4-01-01

Easement No. 55-072170



200005080071  
Kathy Hill, Skagit County Auditor  
6/8/2000 Page 6 of 8 1:41:51 PM

3/19/99

Exhibit F



200710260011  
Skagit County Auditor

10/26/2007 Page 38 of 51 9:38AM

**EXHIBIT A**

**BURDENED PARCEL(S)**  
Grantor Land

NW¼ NE¼ SW¼ of Section 2, Township 33 North, Range 4 East, W.M., except county road  
(Amick Road) and except that portion north of Amick Road.

SW¼ NE¼ SW¼ of Section 2, Township 33 North, Range 4 East, W.M.

Easement No. 55-072170



200005080071  
Kathy Hill, Skagit County Auditor  
8/8/2000 Page 7 of 8 1:41:51PM

3/19/99

Exhibit F

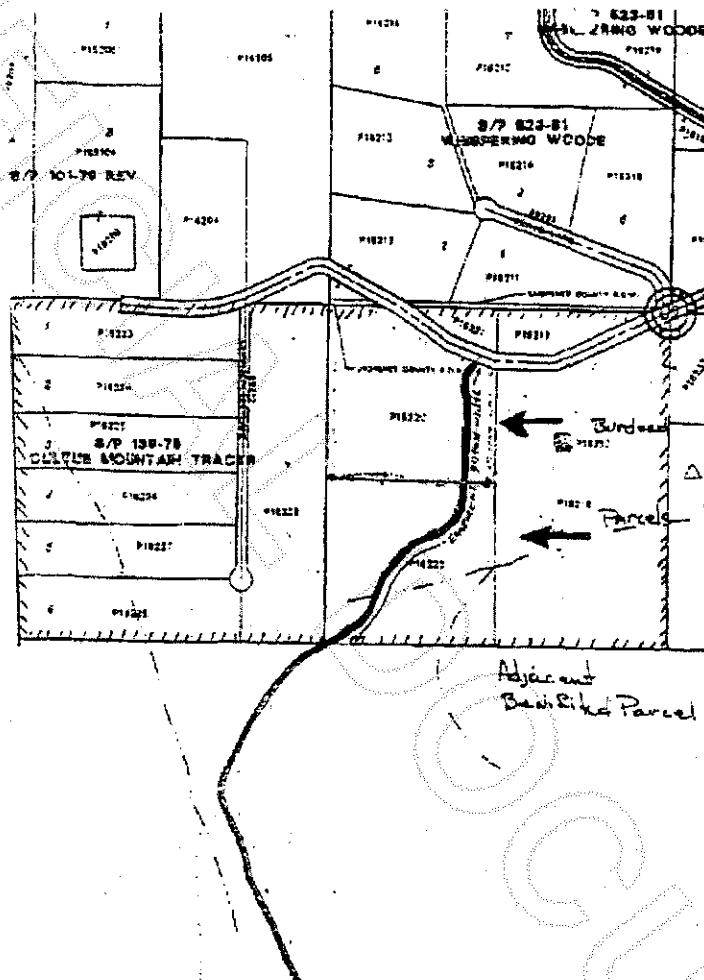
36



200710260011  
Skagit County Auditor

10/26/2007 Page 39 of 51 9:38AM

EXHIBIT B



= N½ SW¼ Sec. 2, Twp. 33N, Rge. 4E

Easement No. 55-072170

7



200005080071  
Kathy Hill, Skagit County Auditor  
8/8/2000 Page 8 of 8 1:41:51PM



200710260011  
Skagit County Auditor

Exhibit F

3



**EXHIBIT C**

**BENEFITTED PARCEL(S)**  
State Land

S½ S½ of Section 2, Township 33 North, Range 4 East, W.M.

NW¼ of Section 11, Township 33 North, Range 4 East, W.M.

Easement No. 55-072170



3/19/99

200005080071  
Kathy Hill, Skagit County Auditor  
5/6/2000 Page 9 of 9 1:41:51PM



200710260011  
Skagit County Auditor

10/26/2007 Page 41 of 51 9:38AM

Exhibit F

781761

EASEMENT

THIS AGREEMENT, made and entered into this 7th day of February, 1973, by and between SCOTT PAPER COMPANY, a Pennsylvania corporation, herein called "Scott," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State," WITNESSETH:

I

A. Scott for and in consideration of the grant hereinafter made by State, hereby grants and conveys to State, its successors and assigns, a permanent easement assignable in whole or in part upon, over, and along rights of way sixty (60) feet in width, over and across the lands in Skagit County, Washington, described on the attached "Exhibit A," being thirty (30) feet on each side of the center line(s) of a road or roads located approximately as shown in red on the attached "Exhibits C, D and E."

Subject as to said lands to all matters of public record.

B. State, for and in consideration of the grant hereinabove made, hereby grants and conveys to Scott, its successors and assigns, a permanent easement assignable in whole or in part upon, over, and along rights of way sixty (60) feet in width over and across the lands in Skagit County, Washington, described on the attached "Exhibit B," being thirty (30) feet on each side of the center line(s) of a road or roads located approximately as shown in green on the attached "Exhibits C, D and E."

Subject, however, in the NW-1/4, Section 11, Township 33 North, Range 4 East, W.M., to an easement for right of way for an access road, maintenance site and microwave radio beam paths, granted to Pacific Telephone and Telegraph Company on November 27, 1956, under Application No. F3858.

Subject, however, in the SW-1/4 SW-1/4, Section 2, Township 33 North, Range 4 East, W.M., to an easement for right of way for access road, granted to Pacific Telephone and Telegraph Company on November 27, 1956, under Application No. F4403.

Subject as to said lands to all matters of public record.

II

The parties hereto hereby agree that the rights hereinabove granted by one party hereto to the other shall be subject to the following terms and conditions:

1. The easements are conveyed for the purpose of reconstruction, use, and maintenance of said existing roads for the purpose of hauling forest products and other valuable materials from lands now owned or hereafter acquired by the parties hereto and to provide access to said lands for land management and administrative activities.

2. Each party hereto reserves for itself, its successors and assigns, the right at all times for any purpose, to cross and recross at any place on grade or otherwise, and to use said rights of way in a manner that will not unreasonably interfere with the rights granted herein.

3. Each party hereto 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 party shall be subject to the terms and conditions of this agreement and shall not unreasonably interfere with the rights granted to the other party herein.

4. Each party hereto may permit its respective contractors, licensees, purchasers of timber or other valuable materials, and their agents, hereinafter individually referred to as "Permittees" and collectively referred to as "Permittees," to exercise the rights granted to it herein; provided, that when a party hereto or one of its Permittees plans to use any portion of said roads for the purpose of hauling timber or other valuable materials, such party shall notify the other thereof at least fifteen (15) days prior to the commencement of use of said rights, advising of the portion of road to be used, the approximate dates when such use will begin and end, and of the approximate volumes of forest products or valuable materials to be hauled and forthwith upon the completion of such use notify the other party thereof.

5. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses a road, that

781761

VOL 110 PAGE 473



STATE OF WASHINGTON )  
 ) ss  
COUNTY OF THURSTON )

On this 2nd day of February, 19 78, before me personally appeared LEED L. COLE, to me known to be the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington, the Department that executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year set forth above.



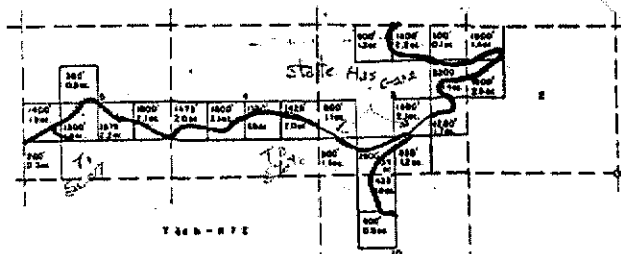
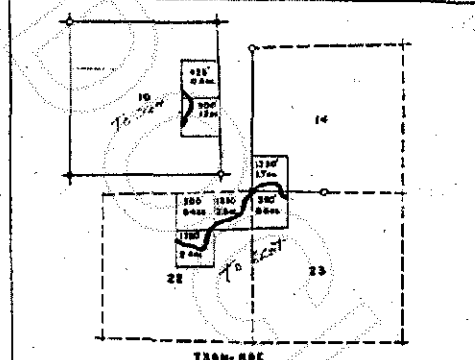
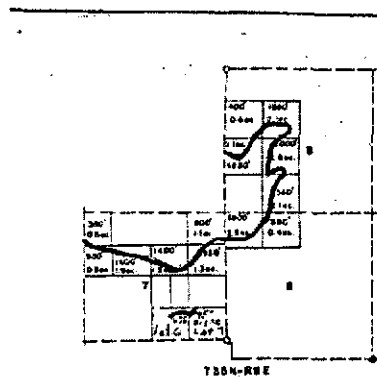
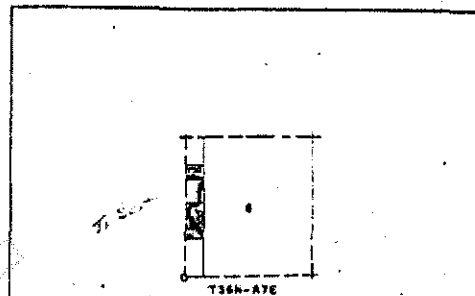
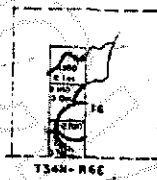
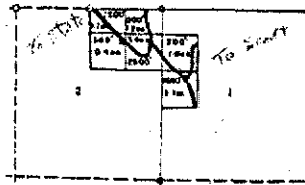
781761

[Signature]  
Notary Public in and for the State of  
Washington, residing at Olympia.

VOI 110 PAGE 478

781761





781761

EXHIBIT C

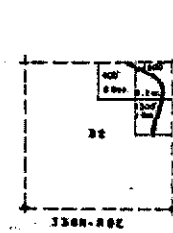
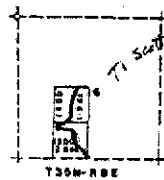
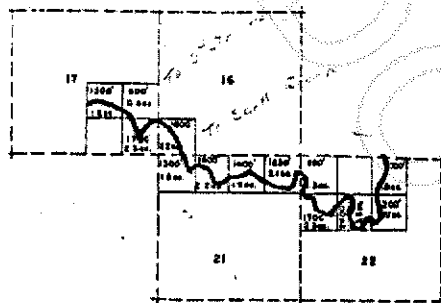
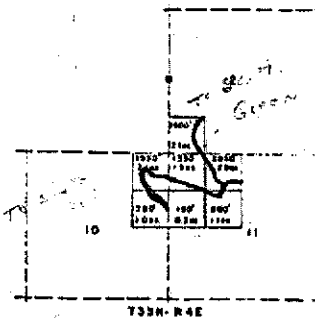
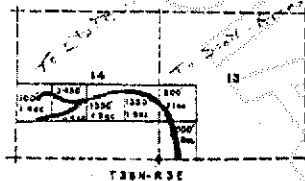
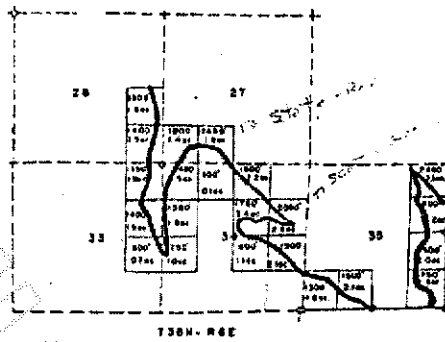
VOL 110 PAGE 479

Exhibit F

41c



200710260011  
Skagit County Auditor



791761

EXHIBIT D

VOL 110 PAGE 480

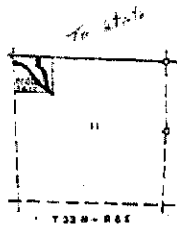
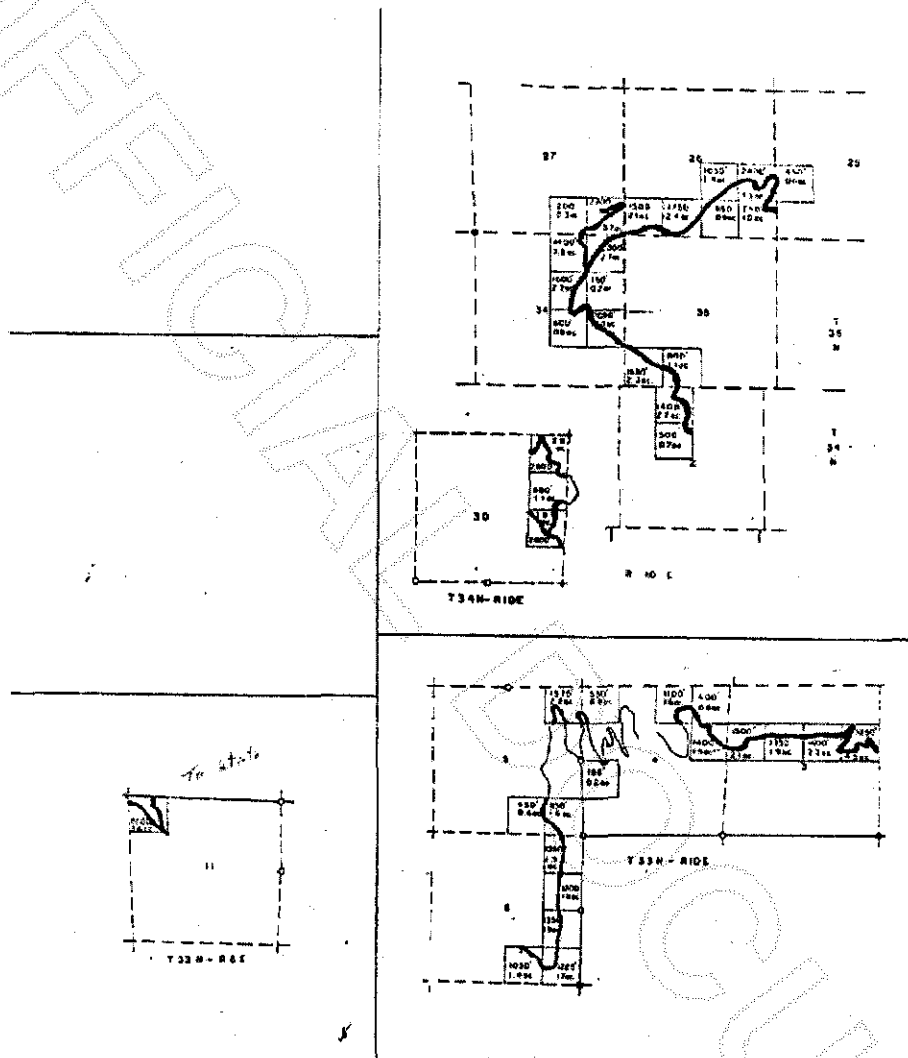


200710260011  
Skagit County Auditor

Exhibit F

4

UNOFFICIAL



Received for record at 3-12-1973 P.34A  
at request of State of Washington  
Ann Ross, Auditor Skagit Co., Washington

Official Records

781761

Vol 110 Page 481

EXHIBIT F

Exhibit F

4



200710260011  
Skagit County Auditor

## EXHIBIT G

### REQUIREMENTS OF THE INCIDENTAL TAKE PERMIT (ITP)

#### REQUIREMENTS OF THE INCIDENTAL TAKE PERMIT (ITP)

1. The ITP is subject to the provisions of Title 50 *Code of federal Regulations Parts 10, 13, and 17.*
2. Lessee shall immediately notify the Contract Administrator of new locations of permit species covered in the Incidental Take permit (ITP) that are discovered within the area covered by the Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; and Oregon silverspot butterflies. In all circumstances notification must occur within a 24 hour time period.
3. Section 9 of the Endangered Species Act and Federal regulations pursuant to section 4(d) of the Act prohibit the take of endangered and threatened species, respectively, without special exemption. Take is defined as to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect or to attempt to engage in any such conduct. Harm is further defined by the U.S. Fish and Wildlife Service (FWS) to include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding, or sheltering. Harass is defined by FWS as an act or omission which create the likelihood of injury to wildlife by annoying it to such an extent as to significantly disrupt normal behavior patterns which include, but are not limited to, breeding, feeding, or sheltering. Incidental take is defined as take that is incidental to, and not the purpose of, the carrying out of an otherwise lawful activity.
4. Upon locating any live, dead, injured, or sick specimens of any listed species covered by the ITP Lessee shall immediately notify the Contract Administrator. In all circumstances notification must occur within a 24 hour time period. Lessee shall notify the Contract Administrator if there is any doubt as to the identification of a discovered permit species. Lessees may be required to take certain actions to help the Contract Administrator safeguard the well-being of any live, injured or sick specimens of any listed species discovered, until the proper disposition of such specimens can be determined by the Contract Administrator. Any such requirements will be provided to Lessee prior to beginning operations.
5. Lessee shall refer to ITP number PRT-812521 (a copy of the ITP is located for reference in the region office) in all correspondence and reports concerning permit activities.



6. All applicable provisions of the ITP and this schedule must be presented and clearly explained by Lessee to all authorized officers, employees, contractors, or agents of Lessee conducting authorized activities on the Property. Any questions Lessee may have about the ITP should be directed to the Contract Administrator.





## **EXHIBIT H HCP REQUIREMENTS**

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



**Exhibit I  
Site Plan**

*See Attached*



**SKAGIT COUNTY, WASHINGTON**

FND, DEVILS MT.  
Rm NO. 1  
N 50182.18  
E 1291818.36  
LAT 48-21-54.11  
WNG 122-16-05.7  
STANDARD USC  
DRESS DISK, GRC  
INTO ROCK OUTC  
STAMPED "DEVILS"

25 MAY 1985



**GRAPHIC DESIGN**



HORIZONTAL DATUM: NAD 83/91  
PER POSITION OF DEVILS MTN. RM NO.1  
BY SKAGIT SURVEYORS, FOR WASHINGTON  
STATE DEPT. OF TRANSPORTATION, DATED: 7/22/94

EQUIPMENT USED: TOPCON GTS-3G, 5" THEODOLITE/E.D.M.  
WAC 332-130-100

WAC 332-130-090  
SURVEY PERFORMED BY FIELD  
AS PER WAC 332-130-090.

SITE	LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER SECTION 11, TOWNSHIP 13 NORTH, RANGE 4 EAST, W.M., SKAGIT COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER,  
THENCE NORTH 01°45'22" WEST ALONG THE WEST LINE THEREOF 592.74 FEET;  
THENCE SOUTH 88°16'38" EAST 421.42 FEET TO THE POINT OF BEGINNING;  
THENCE NORTH 00°43'22" EAST 73.00 FEET;  
THENCE SOUTH 88°16'38" EAST 73.00 FEET;  
THENCE SOUTH 00°43'22" WEST 73.00 FEET;  
THENCE NORTH 88°16'38" WEST 73.00 FEET TO THE POINT OF BEGINNING.  
CONTAINING 5,625 SQUARE FEET OR 0.13 ACRES, MORE OR LESS.

CONTAINING 5.625 SQUARE FEET OR 0.13 ACRES. MORE OR LESS.

**DEVILS MOUNTAIN  
COMMUNICATIONS SITE**

## SURVEYOR'S CERTIFICATE



**Meriton Dennis & Associates, Inc**

## Consulting Engineers, Planners & Surveyors

320 Second Ave. South  
Orlando, Washington 98033-6087

(208) 522-2125

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

STAGE 1' = 30'

DATE	7/20/94
------	---------

## A SURVEY IN

SECTION 11, TWP. 33 N., RGE. 4 E., W.M.

**STATE OF WASHINGTON**

DEPARTMENT OF NATURAL RESOURCES

RECORDERS · CERTIFICATE

Filed for record this \_\_\_\_\_ day of \_\_\_\_\_  
M. in book \_\_\_\_\_ of \_\_\_\_\_

at the request of HORTON DENNIS & ASSOCIATES, Inc.

**المستخلص**

**Secretary**

200710260011  
Skagit County Auditor

10/26/2007 Page 51 of 51 9:38AM

9611250035

# EXHIBIT D

BK 1606 PG 0076