

RECORDING REQUESTED BY, AND
AFTER RECODING, RETURN TO:

Chicago Title
3002 Colby Ave, Suite 200
Everett WA, 98201

CHICAGO TITLE 620022644



201508270087

Skagit County Auditor

\$97.00

8/27/2015 Page

1 of

26 1:24PM

This space reserved for Recorder's use only.

Communications Site License Agreement

Grantor: Sierra Pacific Industries, a California Corporation

☐ Additional on page _____

Grantee: PI Telecom Infrastructure, LLC, a Delaware limited liability company

☐ Additional on page _____

Legal Description (abbreviated): Ptn NE 11-35-6 & Ptn Lot 3, Livermore's Hamilton Acreage

☐ Full Legal on : Exhibit A

Assessor's Tax Parcel ID #s: P67261/3947-000-003-0106;
P41032/350611-2-006-0000;
P41030/350611-2-003-0003;
P41028/350611-2-001-0005;
P41014/350611-0-003-0007, &
P41029/350611-2-002-0004

Reference Nos. of Documents Released or Assigned: _____

I am requesting an emergency nonstandard recording for and additional fee as 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.

Signature _____

Prepared by and upon
recording return to:
Deborah J. Moench
Sher, Garner, Cahill, Richter,
Klein & Hilbert, L.L.C.
909 Poydras Street, Suite 2800
New Orleans, LA 70112

Site Name: Hamilton, WA (Skagit County)
Site Number: PI3WA00001.0

AFFIDAVIT

STATE OF FLORIDA

COUNTY OF DUVAL

BEFORE ME, the undersigned authority, this day personally appeared Kimberly Calcasola, Esq., (hereinafter referred to as "Affiant"), and who deposes and says:

1. That Affiant is the Director of Contracts and Administration of PI Telecom Infrastructure, LLC, a Delaware limited liability company, which said limited liability company is in good standing under the laws of the State of Florida.
2. The Communications Site License Agreement, attached hereto as Exhibit 1, is a true and correct copy of the Communications Site License Agreement, dated October 1, 2014, by and between Sierra Pacific Industries, a California corporation, and PI Telecom Infrastructure, LLC, a Delaware limited liability company, which Exhibit 1 has been redacted in order to conceal proprietary and confidential business information.
3. The Communications Site License Agreement, dated October 1, 2014, attached hereto as Exhibit 1, is a document routinely maintained in the course of business.
4. That the Communications Site License Agreement, dated October 1, 2014, has not been amended or terminated, and that the same is in full force and effect as of the date hereof.
5. The individuals executing the Communications Site License Agreement, dated October 1, 2014, had the authority to do so.
6. This Affidavit is made to induce Chicago Title Insurance Company to issue a title policy insuring a leasehold interest on the aforementioned property.

IN WITNESS WHEREOF, I have set my hand and seal unto this Affidavit this 5th day of AUGUST, 2015.

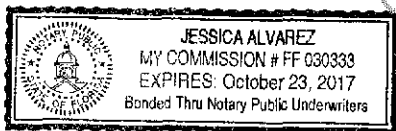
WITNESSES:

Print Name: Kimberly Calcasola

KAC
KIMBERLY CALCASOLA

Print Name: Carla Brito

Subscribed and sworn before me this 5th day of August, 2015, by Kimberly Calcasola, who is personally known to me or has produced _____ as identification.



(Notary Seal)

Jessica Alvarez
Notary Public

My Commission Expires:

EXHIBIT 1

(SEE ATTACHED)

UNOFFICIAL DOCUMENT

COMMUNICATIONS SITE LICENSE AGREEMENT

This Communications Site License Agreement ("Agreement") is entered into on 12/01/14 ("Effective Date"), by and between SIERRA PACIFIC INDUSTRIES, a California corporation ("Company"), and PI Telecom Infrastructure, LLC, a Delaware limited liability company ("Licensee").

RECITALS

WHEREAS, Company owns certain real property in fee, in Skagit County, Washington, as more particularly described in **Exhibit A** attached hereto and incorporated herein (the "Property"); and

WHEREAS, Licensee desires to use a portion of the Property to construct, maintain, repair, operate, replace with substantially similar equipment and use (collectively, the "Activity") on the Property certain communications equipment for the transmission and receipt of wireless communication signals as more particularly described on **Exhibit B** (the "Equipment").

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions, it is mutually agreed as follows:

1. EXCLUSIVE REVOCABLE LICENSE.

(a) Effective upon Licensee's written notice to exercise the Option (as defined below), and subject to the terms and conditions of this Agreement, Company hereby grants to Licensee:

(i) A license to perform the Activity upon the Property in accordance with the Site Plan attached hereto as **Exhibit C** (the specific area depicted on such Site Plan upon which the Equipment shall be located and the Activity performed being hereinafter referred to as the "Premises"). Licensee's right to perform the Activity is exclusive with respect to the kind and nature of the Activity on the Premises, but Company shall have the right to enter and use the Premises for any purpose that will not unreasonably interfere with the rights granted to Licensee under this Agreement, including, but not limited to, upon reasonable notice to Licensee, for the purpose of inspecting Licensee's Equipment and operations to confirm that Licensee is complying with its obligations under this Agreement.

(ii) A license to enjoy ingress and egress access to the Premises and to install or cause to be installed such utility service equipment as is reasonably necessary for Licensee's Activity on the Premises. Licensee's access to the Premises shall be by way of an existing access road between the Premises and Hamilton Cemetery Road and Licensee's installation of utility service equipment shall be confined to a ten (10) foot wide area immediately adjacent to existing utility service equipment serving the Premises or Company's Property adjacent to the Premises. Company agrees to make such additional rights of access as Licensee may reasonably request in order to facilitate Licensee's performance of the Activity. Such access shall be twenty-four (24) hours a day, seven (7) days per week.

P13WA0001.0

Hamilton WA (Skagit 911)

(iii) This Agreement may be terminated by Licensee only as provided in Section 2 of this Agreement. Licensee agrees that Company may only, and Licensee shall not contest Company's right to, terminate this Agreement pursuant to Sections 6(c) or 11 hereof, notwithstanding any expenditure, regardless of amount, Licensee may incur related to the Activity.

(b) During the Term of this Agreement, Licensee agrees that the Equipment used by Licensee shall be of the type and design and in a manner that will not cause interference to Company or the frequencies or equipment of other licensees on the Property installed prior in time to Licensee's installation. Licensee agrees to maintain all Equipment to operate within the manufacturers' and FCC specifications. Company agrees that subsequent to the Effective Date, it will not license or permit other persons or entities to use the Property if: (i) Licensee's then-in-use signal or frequency, or the physical location of Licensee's then-in-use equipment, could cause interference with such new use; or (ii) such new use could interfere with Licensee's then-in-use frequency or signal or with Licensee's then-in-use equipment.

(c) If a party causes or permits interference in breach of its obligations under Section 1(b) above, the interfering party shall take all reasonable steps necessary and within its control to correct or eliminate such interference. If such interference cannot be corrected to the reasonable satisfaction of the party that has been interfered with within seven (7) days of the responsible party's receipt of written notice of such interference, the responsible party shall cease (or cause the cessation of) operation of the interfering equipment until such interference can be so corrected, at which time the operation of such equipment may resume.

(d) Company shall include provisions substantially the same as the provisions of Sections 1(b) and 1(c) in all future licenses permitting use of the Property for telecommunications purposes, and shall use its commercially reasonable efforts to require all such future licensees at the Property to comply with such provisions.

2. TERM; OPTION.

(a) Term. The initial term of this Agreement shall commence on the date on which Licensee exercises the Option (the "Commencement Date"), shall continue for a period of Five (5) years thereafter (the "Initial Term") and shall automatically renew on the same terms and conditions hereof for up to five (5) additional terms of five (5) years each (each, a "Renewal Term," and the Initial Term and any Renewal Term(s) collectively, the "Term"); provided, however, that, subject to the liquidated damages provisions of Section 3(b) below, Licensee shall have the right to terminate this Agreement at any time by giving Company one hundred eighty (180) days' advance written notice of such termination ("Termination Date") any time after the Initial Term. This Agreement shall supersede any other license or lease agreement with respect to the Property or the Premises in effect between Licensee and Company on the Effective Date and any such agreement is hereby terminated with no further obligation on the part of Licensee or Company except for those obligations set forth herein.

(b) Option.

(i) Company hereby grants to Licensee an option (the "Option") for the License. During the Initial Option Term (as defined below) and any Extended Option Term (as defined below), Licensee and its agents, engineers, surveyors and other representatives may enter upon the Property and the Premises to, at Licensee's expense, inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property and/or the Premises (collectively the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate, at Licensee's sole discretion, for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"), and otherwise to do those things on or off the Property and/or the Premises that, in the opinion of Licensee, in its reasonable discretion, are reasonably necessary to determine the physical condition of the Property and the Premises, the environmental history of the Property and the Premises, Company's title to the Property and the Premises and the feasibility or suitability of the Premises for Licensee's performance of the Activity. Licensee shall not be liable to Company on account of any pre-existing defect or condition on or with respect to the Property or the Premises, whether or not such defect or condition is disclosed by Licensee's inspection.

(ii) In consideration of Company granting Licensee the Option, Licensee shall pay Company the sum of _____) within fifteen (15) days of the Effective Date. The Option will commence on the Effective Date and will expire twelve (12) months thereafter (the "Initial Option Term"); however, Licensee shall have the right to extend the Initial Option Term, for an additional six (6) months ("Extended Option Term") upon written notification to Company no later than fifteen (15) days prior to the expiration of the Initial Option Period and accompanied by payment of additional consideration of (

(iii) During the Initial Option Term and the Extended Option Term, as applicable, Licensee may exercise the Option by notifying Company in writing at any time prior to the expiration of the Initial Option Term or the Extended Option Term, as applicable.

3. LICENSE FEE; LIQUIDATED DAMAGES; NO REFUND.

(a) License Fee. Beginning on the Commencement Date, Licensee shall pay a monthly license fee (the "License Fee") for the use of the Premises in the amount of _____

The License Fee shall increase at the beginning of each anniversary of each Renewal Term by an amount equal to _____ of the License Fee payable for the immediately preceding Initial Term or Renewal Term, as applicable.

(b) Liquidated Damages. In the event Licensee terminates this Agreement for any reason other than Company's material breach of this Agreement, prior to the expiration of the second Renewal Term, Licensee shall immediately pay Company _____

as liquidated damages. Company and Licensee acknowledge and agree that it would be difficult or impossible to determine with precision the

specific amount of damages that might be incurred by Company as a result of Licensee's termination of this Agreement. It is further understood and agreed by Company and Licensee that Company shall be damaged by such early termination by Licensee, that it would be impracticable or extremely difficult to fix the actual damages resulting therefrom, and that any liquidated damages that become payable under this Section 3(b) are in the nature of liquidated damages, and not a penalty, and are fair and reasonable under the circumstances, and such payments represent a reasonable estimate of fair compensation for the losses that may reasonably be anticipated from Licensee's termination of this Agreement prior to the expiration of the second Renewal Term.

(c) No Refund. If this Agreement is terminated by Company because Licensee is in default of this Agreement, the License Fee previously paid to Company by Licensee shall not be refundable to Licensee

4. EXPENSES OF LICENSEE.

In addition to the License Fee, Licensee shall pay the costs and expenses listed below:

(a) Taxes. Licensee shall pay, before they become delinquent, any and all charges, fees, taxes or assessments of any kind whatsoever imposed on the Property by reason of (i) Licensee's Activity on the Premises, (ii) construction of improvements on the Premises by Licensee, (iii) the placement of personal property on the Premises by or on behalf of Licensee, or (iv) any privilege, sales, use or similar tax imposed on or measured by the License Fee paid to Company (such expenses described in items (i) through (iv) above collectively, the "Taxes"). Company will be responsible for its own income tax related to the License Fee and any property taxes not related to Licensee's Equipment. Company shall have the right to pay any or all Taxes and upon demand by Company, Licensee shall reimburse Company within ten days of written notice for such payments in accordance with Section 4(e) below.

(b) Utilities. Unless agreed to otherwise in writing, the parties agree that Licensee shall pay all utility installation, service fees and charges assessed against the Property and arising from Licensee's conduct of the Activity and use of the Equipment on the Premises during the term of this Agreement.

(c) Other Expenses. In addition to the Taxes, and unless otherwise specified herein, Licensee shall bear all costs and expenses of whatever kind and nature that arise from Licensee's Activity under this Agreement.

(d) Interest. Licensee agrees to pay to Company interest at the rate of the ten percent (10%) per annum upon any and all amounts whatsoever due to Company under this Agreement, including, but not limited to, the License Fee, Taxes and reimbursements, from the date payment of each such amount is due until the date such amount is actually received by Company; provided, however, that, with the exception of the License Fee, Company shall deliver written notice to Licensee at least thirty (30) days prior to the date such amount is due.

(e) Reimbursement to Company. If Company shall have made payments on behalf of Licensee for any Taxes or other costs or expenses described in this Section 4, Licensee

shall reimburse Company within thirty (30) days from the date Company provides written notice and appropriate documentation to Licensee of such payments. Company shall have the right to lien any Licensee-owned property located upon the Property or the Premises as security for repayment of said amount.

5. USE.

(a) Qualifications on Use. Licensee shall neither use nor permit any use of the Premises for any purpose other than that set forth in Section 1 hereof. The license granted under this Agreement is subject to all easements, leases, licenses, liens, conditions, restrictions, encumbrances and claims of title that affect the Property, including, but not limited to, any security interest of any lender of Company now existing or granted after the Effective Date. Licensee accepts the Premises (including, without limitation, all Company-owned improvements) in its present condition and without any representation or warranty by Company as to the condition of such Premises. Company shall not be responsible for or liable to Licensee for any defect or change of conditions in the Premises or any damage occurring thereto or for the existence of any violation of any municipal, county, state or federal law, order, rule, regulation or ordinance. Unless previously agreed to in writing by Company, Licensee shall not do or permit any others to do any of the following on the Property or the Premises at any time: (i) explore for, mine, extract or remove any minerals of any kind or character, including, without limitation, oil, natural gas, hydrocarbon substances, geothermal steam, brines or minerals in solution, quarry, stone, sand or gravel, (ii) create or leave any waste of any kind or nature whatsoever, (iii) remove any earth or soil, (iv) destroy, cut or remove any standing or lying timber, trees or firewood, (v) create or cause any nuisance, (vi) commit any unlawful or immoral acts or (vii) display any sign or notice other than as specified in Section 5(e) of this Agreement.

(b) Construction, Maintenance and Repair. Licensee shall obtain Company's prior written approval of the plans for, and location of, the Equipment prior to the construction, modification or commencement of operations of the Equipment. If requested, Licensee shall furnish Company with a bond in a form and amount satisfactory to Company prior to commencing any construction, reconstruction, alteration or repair relating to the Equipment. Licensee shall, at Licensee's sole expense and to the satisfaction of Company, perform all construction on the Premises in a good, safe and workmanlike manner consistent with the construction of similar properties for similar purposes. Licensee shall also, at its expense and to the satisfaction of Company, keep and maintain the Premises and any improvements related to the Activity in good order and repair and in a neat and safe condition, and promptly make all repairs and replacements that may become necessary to the Premises or improvements or appurtenances thereto, whether structural or non-structural, ordinary or extraordinary. Licensee and Company's agents, representatives or employees shall have the right, at reasonable times, to enter the Premises for the purposes of posting of notices on non-responsibility, maintaining, repairing or altering the land, or showing the Premises to any prospective lessees, licensees, purchasers, mortgagees or beneficiaries under deeds of trust.

(c) Reservation of Company's Rights. To the extent such activities will not unreasonably interfere with Licensee's conduct of the Activity on the Premises, Company reserves

the right to conduct the following activities upon the Premises and/or retains the following rights during the term of this Agreement:

(i) to construct, reconstruct, maintain and use ditches, flumes, roads, trails, tracks, pipe, signal, telegraph, telephone, communication and power transmission lines and facilities, including, but not limited to, wind farms and solar power plants, in, upon and over the Premises;

(ii) all water rights appurtenant to the Premises and the right to all water subject to appropriation and use thereon, except such water as may be reasonably necessarily and beneficially used by Licensee in connection with the Activity conducted by Licensee on said Premises during the term of this Agreement;

(iii) the exclusive rights to all minerals, including, but not limited to, oil, gas and hydrocarbon substances, within or underlying the Premises or that may be produced therefrom and all trees and timber thereon, including the right to cut and remove said trees and timber and to prospect on the Premises for said water and said minerals and to mine, drill for and remove the same; and

(iv) the right to use said Premises for any and all purposes consistent with Licensee's conduct of the Activity on the Premises during the term of this Agreement, provided that such use by Company will not unreasonably interfere with the rights granted to Licensee under this Agreement.

(d) Gates. Licensee shall have the right to erect and maintain locked gates across any road entering the Premises; provided, however, that Company, its employees, agents, successors and assigns, shall have the right to pass through any such locked gates at any time. Each such gate shall be provided with a link chain that may be fitted with multiple locks so that all persons authorized to use the same may have separate locks and keys and may open such gate independently of any other person.

(e) Signs. A sign reading "RIGHT TO PASS BY PERMISSION, AND SUBJECT TO CONTROL OF OWNER: SECTION 1008, CIVIL CODE SIERRA PACIFIC INDUSTRIES" shall be erected and maintained by Licensee, at the sole cost and expense of Licensee, along all roads at each point of entry reasonably necessary for access to the Premises. Licensee may also post any signs required by law, no-smoking signs and a sign identifying Licensee as the owner of the Equipment.

(f) Trail Sections. As to any part of the Premises herein designated as "Trail Sections," so long as such does not unreasonably interfere with Licensee's conduct of the Activity on the Premises, Licensee shall permit any and all persons to drive their livestock over and across the Property so designated whenever it is necessary to afford a passageway to, from or through real property leased by Company to third parties.

(g) Damage or Destruction. If Licensee causes the destruction of any of Company's land, crops, grass, trees, livestock, improvements or other property on the Property,

Licensee agrees to promptly repair or pay the full replacement value of such damaged property (regardless of amortization) to Company, at Company's reasonable discretion.

(h) Condemnation. If any portion of the Premises shall be taken or condemned for public use (including conveyance by deed in lieu of or in settlement of condemnation proceedings), this Agreement shall automatically terminate on the sooner of the order of possession or the date of the final order of condemnation. Licensee may receive compensation from the condemning governmental agency only for the taking and damaging of Licensee's improvements and Equipment on the Premises. Any other compensation or damages arising out of such taking or condemnation awarded to Licensee shall be assigned by Licensee to Company.

(i) Destruction of Premises. If the Premises or the Tower Facilities are destroyed or damaged, so as to hinder the effective use of the Tower Facilities in Licensee's judgment, Licensee may elect to terminate this Agreement as of the date of the damage or destruction by so notifying Company. In such event, all rights and obligations of Licensee to Licensor shall cease as of the date of the damage or destruction, and Licensee shall be entitled to the reimbursement of any License Fees prepaid by the Licensee.

6. INSURANCE.

(a) At all times during the term of this Agreement, Licensee shall procure and maintain, at its own expense, all of the following coverage and in the amounts described below:

(i) Workers' Compensation Insurance conforming to the statutory requirements of the State of Washington;

(ii) Regardless of the minimum statutory requirements of the State of Washington, employer liability coverage under the above-referenced Workers' Compensation Insurance with minimum limits of no less than \$1,000,000;

(iii) Commercial General Liability (CGL) insurance shall be maintained with minimum limits of \$2,000,000 each occurrence; \$2,000,000 General Aggregate; and \$2,000,000 Products/Completed Operations Aggregate. CGL insurance shall be written on ISO occurrence form CG 00 01 or equivalent and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Such CGL insurance shall name and include Company and all subsidiaries and affiliates of Company, and their officers, directors, agents and employees, as Additional Insureds using ISO additional insured endorsement CG 20 10 11 85 or its equivalent; and

(iv) Commercial Automobile Liability (CAL) insurance shall be maintained with minimum limits of \$1,000,000 per accident. CAL insurance shall include coverage for any owned, non-owned, leased or hired vehicle written on an insurance industry standard form (CA 00 01) or equivalent.

(b) All policies and coverage procured by Licensee as required herein (collectively, "Policies") shall include a separation of insureds clause. The Policies shall not include a deductible in excess of \$10,000.00 per loss without Company's written approval. The Policies shall be endorsed to include (i) a waiver of subrogation and (ii) a provision that specifies the Policies are primary and that any insurance or self-insurance maintained by Company shall not contribute with it and (iii) that the waiver of subrogation shall not affect the Company's right, or any additional insured's right, to recover under such insurance policy.

(c) All Policies described shall be procured to the satisfaction of Company and shall be underwritten by an insurer acceptable to Company (must be rated A-: VII or better in the A.M. Best's Key Rating Guide and licensed to do business in the state in which the Property is located or issued as a surplus line by a surplus line broker in the state in which the Property is located). Prior to entering the Property, Licensee shall furnish Company with certificates of insurance and endorsements of all required insurance for Licensee. At Company's election but not more than once per calendar year, Company shall be entitled to inspect original Policies or require complete certified copies of Policies. Such certificate of insurance shall not be cancelled or reduced except by written notice to Company, giving at least thirty (30) days prior to the effective date of such cancellation or reduction. In the event the coverage evidenced by any such certificate is cancelled or reduced, Licensee shall procure and furnish to Company, before the effective date of such cancellation or reduction, a new certificate conforming to the above requirements. If Licensee has failed for any reason to secure the Policies to the satisfaction of Company upon execution of this Agreement, or if Company has not been furnished a certificate of insurance as aforesaid within twenty (20) days from the Effective Date, then Company shall have the right, in addition to any other remedy available to it, to (i) immediately terminate this Agreement on written notice to Licensee or (ii) secure any or all of said Policies and Licensee shall immediately reimburse Company for the cost of such Policies upon request by Company.

(d) If Licensee's CAL insurance required by Section 6(a)(iv) above covers scheduled automobiles only, in no event shall Licensee operate, on any property owned by Company or any subsidiary or affiliate of Company, any automobile that is not specifically listed on the schedule of insured automobiles issued by Licensee's insurer as required in this Section 6.

_____ Initials by Licensee HS Initials by Company

(e) Licensee shall require its subcontractors to maintain in full force and effect commercially reasonable insurance coverage substantially similar in form and substance to the insurance coverage required of Licensee in this Section 6, as appropriate to the nature of subcontractors' operations, each with minimum limits of no less than \$1,000,000 each occurrence and/or general aggregate, as applicable, unless otherwise agreed to by Company in writing. Licensee shall be solely responsible for monitoring compliance by such subcontractors with the aforementioned insurance requirements.

(f) Notwithstanding any other provision of this Agreement, and separate and apart from any obligation of Licensee to indemnify, if Licensee's insurance carrier fails or refuses to defend or indemnify pursuant to an additional insured endorsement because of a failure to obtain an additional insured endorsement, policy deductible, self-insured retention or unauthorized

coverage deletion, Licensee shall stand in the place of its insurer and defend and indemnify to the same extent that an insurer issuing the coverage as required herein would under Washington law.

(g) All insurance certificates or other evidence of coverage required to be submitted to Company pursuant to this Section 6 shall be sent to:

Sierra Pacific Industries
PO Box 496014
Redding, CA 96049
ATTN: Insurance Administrator

7. COMPLIANCE WITH ALL APPLICABLE LAWS.

(a) Licensee expressly understands and agrees that Licensee is responsible for abiding by and complying with all applicable federal, state, county and local laws, rules, regulations and ordinances, including, but not limited to, all "Hazardous Materials Laws" (as defined below) and all other laws related to forestry, logging and log hauling (if applicable); endangered species; wages and hours worked, including, but not limited to, the Fair Labor Standards Act of 1938, 29 U.S.C. § 201, et seq.; social security; unemployment insurance; workers' compensation; executive orders; OSHA; Cal/OSHA; labor code laws; migrant workers; seasonal workers; safety; environmental protection; and any other requirements set forth in this Agreement. To the best of Licensor's knowledge no Hazardous Materials have been generated, stored, disposed of or are present on or under the Premises and the Easement(s) prior to the Commencement Date of this Agreement and Licensor shall not permit the use, presence, storage or disposal of Hazardous Materials on the Property during this Agreement in violation of any applicable Hazardous Material Laws.

(b) For the purposes of this Agreement, "Hazardous Material Laws" shall include any and all federal, state and local laws, regulations, ordinances, codes and policies relating to substances, chemicals, wastes, sewage or other materials that are regulated, controlled or prohibited; or relating to pollution or protection of the environment, of natural resources or of public health and safety, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.

(c) During the performance of this agreement, Licensee certifies that it will not discriminate against any employee or applicant because of race, color, religion, sex, national origin, veteran or disability status and to comply with equal employment opportunity and non-discriminatory practices as cited under the Equal Employment Opportunity Clause of Executive Order 11246 and related regulations under applicable state law.

(d) Licensee shall strictly enforce with all its agents and employees "No Smoking" regulations throughout the entire time Licensee is performing the Activity under this Agreement or any task related thereto. No smoking shall be permitted on the Property during the fire hazard season, except in locations approved by the Company. In the event it is necessary in the

performance of Licensee's obligations under this Agreement for Licensee or its agents or employees to enter onto any property owned by Company at which a manufacturing facility is operated, Licensee and its agents and employees shall strictly observe Company's "No Tobacco Products" policy and shall not use any form of tobacco products while upon such Company property. Licensee shall comply with all other applicable regulations related to fire prevention, including, but not limited to, the location of fire tool caches and any other equipment that may be required by the United States Forest Service or Washington Department of Forestry and Fire Protection.

(e) Licensee shall make every reasonable effort to control and extinguish every fire on the Property or the Premises immediately when Licensee becomes aware of such fire's existence, without waiting for instructions from a forester, warden or ranger, and Licensee shall continue to make every reasonable effort to control and extinguish such fire until it is extinguished.

8. INDEMNITY.

Licensee and Company (in such capacity, "Indemnitor") shall each indemnify and hold harmless the other (in such capacity, and including such party's successors, assigns, officers, directors, employees, agents, representatives, subsidiaries and affiliates, "Indemnitees") from and against all claims, liabilities, losses, damages or expenses arising out of or relating to all acts, failures to act or other conduct of Indemnitor's (or Indemnitor's employees, agents, representatives, independent contractors, material and equipment suppliers and any other entity or individual for whom Indemnitor is responsible (collectively, the "Indemnitor Parties") pertaining to the Indemnitor Parties' activities and obligations as contemplated by this Agreement, whether occurring in connection with Indemnitor's completed or ongoing operations, including claims, liabilities, losses, damages or expenses arising out of or relating in part to the active negligence or other fault of any one or any combination of the Indemnitees. However, Indemnitor's total liability to the Indemnitees for any claims, liabilities, losses, damages or expenses caused in part by the negligence or other fault of the Indemnitor Parties and in part by the negligence or other fault of any one or any combination of the Indemnitees or any other negligent entity or individual, shall not exceed the percentage share that the Indemnitor Parties' negligence or other fault bears to the total negligence or other fault of the Indemnitees, the Indemnitor Parties and all other entities and individuals. This indemnity provision is not intended to and shall not in any way limit the extent of any insurance coverage available to any of the Indemnitees under any insurance policy purchased and maintained by any Indemnitor Party (even coverage for any one or any combination of the Indemnitees' sole active negligence).

9. LIENS.

Licensee shall not suffer or permit, and shall immediately remove or discharge, any lien, including, but not limited to, any mechanics', loggers' or lumbermen's lien, arising out of or related to, whether directly or indirectly, Licensee's Activity or the use of any materials or equipment used in connection therewith, filed against the Property or any of Company's personal property for any reason whatsoever. Company has the right to post notices of non-responsibility upon the Property, and to otherwise notify, actually or constructively, any entity or persons supplying services or materials to the Premises that Company is not responsible for the cost thereof.

10. SURRENDER OF PROPERTY.

Upon the termination or expiration of this Agreement, Licensee shall discontinue the use of the Premises and, within ninety (90) days of such termination or expiration, remove all of Licensee's property from the Premises. Licensee shall restore the Premises to a substantially similar condition in which it existed on the Effective Date. Property of Licensee not removed from the Property within ninety (90) days after the termination or expiration of this Agreement shall become the property of Company. Notwithstanding the foregoing, in the event weather conditions reasonably prevent Licensee from removing its property within such ninety (90) day period, Licensee shall not be in default of this Agreement so long as such property is removed from the Property as soon as is reasonably practicable, but in no event shall such removal occur later than the date which is six (6) months after the termination or expiration of this Agreement.

Licensee shall reimburse Company for any reasonable cost and expense incurred by Company in restoration of the Premises and disposing of Licensee's property that Licensee did not timely remove. If Licensee fails to surrender possession of the Premises upon termination or expiration of this Agreement, Company shall have the right, to the extent permitted by law, to re-enter the Premises and remove Licensee and any person or entity claiming through Licensee from the Premises.

11. DEFAULT; TERMINATION.

In addition to the rights of Licensee and Company to terminate this Agreement under Sections 2 and 6(c), as applicable, if Licensee fails to comply with each and every term and condition of this Agreement and upon receipt of written notice to Licensee and the passage of thirty (30) days, during which Licensee may attempt to cure such breach, Licensee shall be in default of this Agreement and, in that instance, Company shall have the right to do one or both of the following: (i) immediately terminate this Agreement upon written notice to Licensee and, upon such termination, the parties shall have no further obligation to one another, except for those obligations that survive the termination of this Agreement as expressly set forth herein; or (ii) pursue any and all other remedies provided by law or available in equity.

12. NOTICE.

Written notices from one party to the other shall be given by one of the following methods: (a) United States registered mail, return receipt requested, and said notice shall be deemed to have been given three (3) days after said notice is deposited into the United States mail; (b) personal delivery, and said notice shall be deemed given upon such delivery; or (c) next business day delivery by a recognized overnight delivery service, and said notice shall be deemed given upon delivery by such service at the following addresses or at such other address of which either party shall advise the other in writing:

UNOFFICIAL

To Company: Sierra Pacific Industries
PO Box 496014
Redding, CA 96049-6014
Attn: Susan Witherspoon

With a copy to: David H. Dun
Dun & Martinek LLP
2313 I Street
Eureka, CA 95501

To Licensee: PI Telecom Infrastructure, LC
4601 Touchton Road, Bld. 300 Suite 3200
Jacksonville, FL 32246
Attention: Leasing Manager

With a copy to: PI Telecom Infrastructure, LLC
2855 leJeune Road, 4th Floor
Coral Gables, FL 33134
Attention: Kolleen Cobb, General Counsel

13. INDEPENDENT CONTRACTOR.

Licensee expressly understands and agrees that Licensee is and shall be deemed to be an independent contractor under the Washington Labor Code, including, but not limited to, Section 3353. Nothing in this Agreement shall be construed as being or creating an employer-employee relationship, a partnership or a joint venture between the parties. Company shall have no responsibility with respect to Licensee's employees or agents, nor any control over them. Company shall not in any way control the means by which Licensee conducts the Activity as contemplated in this Agreement. Licensee shall have no authority to and shall not represent that it has any authority to bind or obligate Company in any manner.

Licensee agrees to and does accept exclusive liability with respect to employment of persons in the conduct of the Activity and the performance of its obligations as contemplated in this Agreement, including employment of subcontractors, for the performance of any and all obligations imposed upon employers under any unemployment compensation, pension, social security, income tax or other similar and applicable federal, state or local laws now in force or which hereafter become effective or enacted, including the payment and/or deduction and remittance of any and all contributions, taxes, fees or charges under such laws, and Licensee agrees to fully comply with and to make all returns required by any and all such laws.

14. MEDIATION; ARBITRATION.

(a) The parties covenant to attempt in good faith to resolve all disputes or controversies that arise out of or relate to this Agreement. If the parties cannot in good faith resolve any such dispute or controversy, such dispute or controversy shall be submitted to mediation in accordance with the rules of the American Arbitration Association. In the event the

parties are unable to finally resolve any dispute or controversy through such mediation within a commercially reasonable period of time, the parties shall submit any such dispute or controversy to arbitration in accordance with Sections 14(b) or 14(c) below, as applicable.

(b) In the event the parties are unable to resolve any dispute or controversy through mediation in accordance with Section 14(a) above, and the amount in controversy is \$100,000 or less, such dispute or controversy shall be submitted to arbitration in accordance with the rules of the American Arbitration Association. With respect only to any such dispute or controversy that is in an amount of \$100,000 or less, the parties to this Agreement (i) expressly waive their rights to utilize federal or state courts to resolve any such dispute or controversy and (ii) agree that the decision of the arbitrator shall be final and binding on all parties and may be entered as a judgment in court of competent jurisdiction.

(c) In the event the parties are unable to resolve any dispute or controversy through mediation in accordance with Section 14(a) above, and the amount in controversy is more than \$100,000, such dispute or controversy may (i) if agreed by the parties, be submitted to binding or non-binding arbitration, as the parties may agree, in accordance with the rules of the American Arbitration Association or (ii) be submitted to any federal or state courts having jurisdiction to resolve any such dispute or controversy.

(d) If arbitration or court action is necessary to resolve any alleged dispute, breach, default or misrepresentation in connection with this Agreement, the "Prevailing Party" (as defined below) shall be entitled to recover reasonable attorneys' fees and costs in addition to any other relief to which the party may be entitled. Any such attorneys' fees and costs incurred by the Prevailing Party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such obligation to pay attorneys' fees and costs is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment. If the dispute or controversy is resolved through arbitration, the "Prevailing Party" shall be the party determined to be the prevailing party by an arbitrator or arbitration panel.

(e) Notwithstanding the foregoing, nothing contained in this Section 14 shall prevent either party hereto from seeking and obtaining injunctive relief against the other party's activities in breach of this Agreement.

15. SURVIVAL.

The provisions of Sections 4, 5(g), 5(h), 8 through 15, 18 through 20, 22, 24, 26 and 27 shall survive expiration or termination of this Agreement.

16. ASSIGNMENT; SUCCESSORS.

Except as set forth hereafter, Licensee shall not assign or transfer its interest in this Agreement without prior written approval of Company, which approval shall not be unreasonably withheld or delayed. Licensee may assign or otherwise transfer this Agreement or the license granted hereunder without Company's prior written consent to an entity controlling, controlled by

or under common control with Licensee or to an entity acquiring substantially all of Licensee's assets through merger, sale or otherwise. Any such assignment shall be subject to the terms of this Agreement. Licensee shall notify Company in writing of the name and address of any assignee or collateral assignee. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto. Any assignment in violation of this provision shall be deemed null and void.

Notwithstanding the foregoing, Licensee may, upon written notice to Company, collaterally assign or grant a security interest in this Agreement and the Equipment, and may assign this Agreement and the Equipment to any mortgagees or holders of security interests, including their successors or assigns.

17. SUBLETTING.

Licensee may not sublet the Premises, or any part thereof, including Equipment space, without obtaining the prior written consent of Company, which consent shall not be unreasonably withheld or delayed. Following obtaining written consent of Company, Licensee shall be allowed one Wireless Carrier (as hereinafter defined) to sublease or license from Licensee for co-location space on the Tower Facilities (the "**Anchor Tenant**") at no additional License Fee. For each additional Wireless Carrier or any other Co-locator that co-locates on the Equipment, other than the Anchor Tenant, (the "**Co-Locator**"), the Licensee shall pay to the Licenser in equal monthly installments, which shall be deemed to include any applicable State, County or local sales or use tax, beginning on the date the additional Wireless Carrier or other co-locator commences to pay its rent or license fee to Licensee, of any additional revenue paid to Licensee. If the date of Licensee's obligation to begin to pay such additional revenue is other than the first (1st) day of a calendar month, the additional revenue shall be pro-rated and paid with Licensee normal monthly Licensee Fee. If Licensee co-locates a Co-Locator without prior notification to Company of such co-location, such lack of notification shall be deemed as a breach of this License and Company may, at its election in its sole and absolute discretion, immediately terminate this Agreement.

For the purpose of Section 25, "Wireless Carrier" shall be defined as any cellular or PCS carrier such as T-Mobile, AT&T, Cingular, Verizon, Sprint Nextel, or MetroPCS, but excluding 2-way/paging companies, wireless internet companies or government agencies.

With prior written consent from Licensee's, which consent shall not be unreasonably withheld or delayed, sublicensee(s) shall be entitled to modify the tower and to erect additional improvements on the Premises, including, but not limited to antennas, dishes, cabling, additional storage buildings or equipment shelters as are reasonably required for the operation and maintenance of the communications equipment, together with rights of ingress and egress to the Premises and the right to install utilities to and on the Premises and Easement(s) as if said sublicensee were the Licensee under this Agreement. Any subletting by Licensee shall require the sublicensee to provide proof of commercially reasonable insurance coverages. In the event that the sublicensee requires additional ground space outside of the Licensee's Premise, the sublicensee will execute a written agreement with Company in addition to such sublicensee's agreement with

Licensee and such agreement between Company and sublicensee may include, in Company's sole and absolute discretion, a requirement of payment of additional license fees to Company.

18. ENTIRE AGREEMENT AND MODIFICATION.

This Agreement, together with any and all attachments and Exhibits, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any changes to this Agreement made by the parties shall be invalid unless executed in a writing signed by all parties.

19. GOVERNING LAW.

This Agreement shall be governed by and construed in all respects in accordance with the laws of the State of Washington, without giving effect to its choice of law rules.

20. HEADINGS.

The headings within this Agreement are inserted for convenience of reference only and not to define, describe or limit the scope or the intent of this Agreement or any term hereof.

21. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

22. WAIVER.

No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party's right to demand strict compliance with the terms hereof; provided, however, that any party may, at its sole option, waive any requirement, covenant or condition herein established for the benefit of such party without affecting any of the other provisions of this Agreement.

23. FURTHER ASSURANCES.

Licensee and Company each agree to execute and deliver to the other such further documents and instruments as may be reasonable and necessary in furtherance of and to effectuate the intent of the parties as expressed by the terms and conditions in this Agreement.

24. INTERPRETATION.

Licensee and Company acknowledge this Agreement has been negotiated at arm's length; each party has had an opportunity to review and revise this Agreement and has been extended an opportunity to have legal counsel review and revise this Agreement. No rule of construction that ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Agreement.

25. TIME IS OF ESSENCE.

Time is of the essence in this Agreement, and Licensee shall diligently perform all of its obligations hereunder.

26. SEVERABILITY OF PROVISIONS.

If any provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon any such determination, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible. Notwithstanding any other provision of this Agreement, the invalidation of any provision herein relating to the parties' remedies shall not be interpreted to prevent an injured party from seeking actual damages.

27. NO THIRD PARTY BENEFICIARY.

Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto and their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

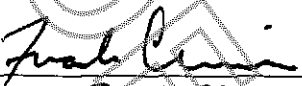
28. TITLE AND QUIET ENJOYMENT.

Licensor warrants and represents that (i) it has the full right, power, and authority to execute this License and (ii) it has good and marketable fee simple title to the Premises and the Easement(s). Licensor covenants that Licensee shall have the quiet enjoyment of the Premises during the term of the Agreement. Licensor shall indemnify Licensee from and against any loss, cost, expense or damage, including attorney's fees associated with a breach of the foregoing covenant of quiet enjoyment.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

LICENSEE


By: Frank Checchi
Its: President

COMPANY

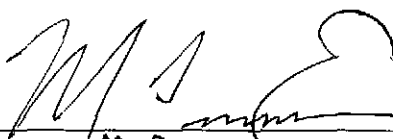

By: M D Emerson
Its: 10/01/14 CFO

EXHIBIT A

Description of the Property

PARCEL A:

The Northeast Quarter of Section 11, Township 35 North, Range 6 East, W.M.

EXCEPT any portion thereof lying Southerly of the Northerly line of the Lyman Timber Company's 100 foot right of way as conveyed in instrument recorded in Volume 99 of deeds, Page 357, records of Skagit County, Washington;

AND EXCEPT that portion of the Southwest Quarter of the Northwest Quarter, beginning at a point where the North line of said Lyman Timber Company right of way intersects the East line of said Southwest Quarter; thence proceed in a Northwesterly direction along the said North line of the said right of way a distance of 250 feet; thence proceed North 200 feet; thence proceed East to the East line of the above described property; thence proceed South along said East line to the point of beginning;

AND ALSO EXCEPT that portion conveyed to Skagit County by instrument recorded under Auditor's File No. 616779, records of Skagit County, Washington.

PARCEL B:

The East 2.70 acres of Lot 3, LIVERMORE'S HAMILTON ACREAGE, lying East and North of Lyman Timber Company's logging road and including that portion of railroad right of way lying East of the East line of Lots 3 and 4 and West of the West line of lots 2, 5 and 8, LIVERMORE'S HAMILTON ACREAGE;

All situated in Skagit County, Washington, and also described as the Parent Parcel as legally described in that certain Statutory Bargain and Sale Deed dated February 13, 2006, recorded in Recording Ref. No. 200602210020 in the records of Skagit County, Washington.

EXHIBIT B

Description of Equipment

PI Telecom Infrastructure, LLC (PITI) to install a fenced lease area of 80' x 80' (Premise) which will contain a 195' self-supported tower, the tower foundation and all tower components. The PITI tower will be designed to hold radio transmission equipment, FAA lighting if needed, lighting protection and safety climbing devices. The premise will also contain utility demarcation for power and telephone / fiber which will be routed up the hill as depicted in Exhibit C. Access to the premise will come from the nearest public right of way understood to be Hamilton Cemetery Road across the existing Sierra Pacific logging roads to the premise as depicted in Exhibit C.

EXHIBIT C

Site Plan and Premises

DESCRIPTION OF PREMISES:

A TRACT OF LAND LOCATED IN THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M., COUNTY OF SKAGIT, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF HAMILTON CEMETERY ROAD AND MEDFORD ROAD;
THENCE ALONG THE CENTERLINE OF SAID HAMILTON CEMETERY ROAD, NORTH 88°34'16" WEST
2167.70 FEET TO THE INTERSECTION WITH THE WEST LINE OF SAID SECTION 11;
THENCE NORTH 28°38'53" EAST 2516.82 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 80.00 FEET;
THENCE EAST 80.00 FEET;
THENCE SOUTH 80.00 FEET;
THENCE WEST 80.00 FEET TO THE POINT OF BEGINNING;
CONTAINING 6,400 SQUARE FEET, MORE OR LESS.

BEING A PORTION OF TAX PARCEL P41030 OF THE PARENT PARCEL AS RECORDED IN RECORDING
REF. NO. 200602210020 IN THE RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH ANY AND ALL EXISTING ACCESS, INGRESS, EGRESS, UTILITY AND
OTHER EASEMENTS AS MAY BE DEEMED NECESSARY BY LICENSEE/LESSEE FOR THE
USE AND OPERATION OF THE PREMISES, INCLUDING THE **CONNECTOR ROADWAY
EASEMENT** DESCRIBED AS FOLLOWS:

A TRACT OF LAND LOCATED IN THAT PORTION OF THE SOUTHWEST QUARTER OF THE
NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M., COUNTY OF
SKAGIT, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF HAMILTON CEMETERY ROAD AND MEDFORD ROAD;
THENCE ALONG THE CENTERLINE OF SAID HAMILTON CEMETERY ROAD, NORTH 88°34'16" WEST
2167.70 FEET TO THE INTERSECTION WITH THE WEST LINE OF SAID SECTION 11;
THENCE NORTH 28°38'53" EAST 2516.82 FEET TO THE SOUTHWEST CORNER OF THE LEASED
PREMISES BEING SERVED BY THIS EASEMENT;
THENCE NORTH 10.00 FEET TO THE POINT OF BEGINNING;
THENCE WEST 37.00 FEET;
THENCE NORTH 60.00 FEET;
THENCE EAST 37.00 FEET TO THE WEST LINE OF THE LEASED PREMISES BEING SERVED BY THIS
EASEMENT;
THENCE SOUTH 60.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 2,220 SQUARE FEET, MORE OR LESS.

BEING A PORTION OF TAX PARCEL P41030 OF THE PARENT PARCEL AS RECORDED IN RECORDING
REF. NO. 200602210020 IN THE RECORDS OF SKAGIT COUNTY, WASHINGTON.

Site Plan and Premises

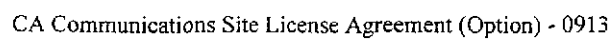


EXHIBIT C (Cont'd)

Enlarged Premises

