

**COMMUNICATIONS SITE LEASE**

*BETWEEN*

**WEYERHAEUSER COLUMBIA TIMBERLANDS, LLC**

*AND*

**LEWIS COUNTY CENTRAL SERVICES**

**DATED AS OF SEPTEMBER 7, 2016**

## TABLE OF CONTENTS

	<u>SECTION #</u>
RECITALS	(PAGE 1)
LEASE AREA; ENCUMBRANCES; OTHER	1
PERMITTED USES	2
TERM	3
RENTS	4
THIRD PARTY USE OF THE LEASE AREA	5
TAXES; ASSESSMENTS; AND FEES	6
OPERATING STANDARDS	7
NON-INTERFERENCE	8
GOVERNMENTAL PERMITS	9
ASSIGNMENTS	10
INSURANCE	11
ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES	12
THIRD-PARTY CLAIMS; INDEMNITY	13
WAIVER OF LANDOWNER'S LIEN	14
TERMINATION & SURRENDER	15
SUSPENSION; TERMINATION FOR DEFAULT, DEFAULT AND RIGHT TO CURE, AND REMEDIES	16
NOTICES	17
BANKRUPTCY	18
OTHER PROVISIONS	19

### EXHIBIT LIST

EXHIBIT A	LEGAL DESCRIPTION – LEASE AREA
EXHIBIT B	SITE PLANS
EXHIBIT C	FORM OF MEMORANDUM OF LEASE

# COMMUNICATIONS SITE LEASE

## RECITALS

## AGREEMENT

This Communications Site Lease (“Lease”) is made and entered into as of September 7, 2016, by and between WEYERHAEUSER COLUMBIA TIMBERLANDS, LLC a Delaware limited liability corporation (“Columbia”) and Lewis County Central Services (“Lessee”).

### 1. LEASE AREA; ENCUMBRANCES; ACCESS

**1.1 LEASE AREA.** **Columbia** hereby grants to Lessee the right, license, and permission to conduct the permitted uses on specific and identified portions of Township 13 North, Range 04 East, Section 31, W.M., Lewis County, Washington, as legally described in Exhibit A (the “Lease Area”) attached hereto and made a part hereof by this reference. The Lease Area and access thereto lies as shown on the map and site plans contained in the Site Plans (defined below) attached hereto and made a part hereof by this reference.

**1.2 ENCUMBRANCES.** This Lease is subject to all prior-existing easements, licenses, exceptions, and other encumbrances of record and to all unrecorded matters that a prudent inspection of the Lease Area would disclose. Lessee has either made and completed or has irrevocably waived its right and opportunity to conduct a prudent inspection of the Lease Area prior to executing this Lease, and accepts the Leased Area as is where is. The rights herein granted to Lessee are limited to those owned by Columbia, which makes no representation or warranty as to its ownership rights in the Lease Area or the interpretation by any third party of any laws, regulations, or government policies, or the existence or interpretation of any encumbrances or Indian treaties.

**1.3 EMINENT DOMAIN & CONDEMNATION.** If any or all of the Lease Area is taken under powers of eminent domain or threatened with condemnation, Lessee and Columbia shall cooperate to establish the total value of the property taken, but Lessee’s share of any condemnation award or sale price shall not exceed Lessee’s unamortized investments in obtaining

governmental permits and constructing improvements thereon, after straight line depreciation over the Term of this Lease, less any salvage value recoverable by Lessee.

**1.4 RECORDING PROHIBITED.** Lessee must not record this Lease in any public records. However, either Lessee or Columbia may record a memorandum of lease, subject to Columbia's consent which consent shall not be unreasonably withheld, at its sole cost and expense in the form substantially as shown on the attached Exhibit C of this Lease.

**1.5 ACCESS.** Lessee's access shall not interfere with any of Columbia's operations at any time. Lessee shall have access to the Lease Area on the following terms and conditions:

Lessee shall comply with safety rules attached as **Exhibit C and Exhibit D.**

## **2. PERMITTED USES.**

**2.1** Lessee is granted the exclusive right, except as hereinafter limited, to use the Lease Area to construct, install, remove, replace, maintain, and operate, at its expense, a wireless communications site as described in the Site Plans ("Communications Site") attached hereto and made a part hereof by this reference. The Lease Area may be used for the transmission and reception of communication signals within or utilizing the frequency bands duly licensed to Lessee by the Federal Communications Commission ("FCC") from time to time during the Term.

**2.2** For purposes of this Lease, the Communications Site is a site at which radio, telephone, and communications equipment is installed and used to send and receive radio signals to and from wireless telephones and other radio devices and to connect those signals to radio, wireless telephone, or other wireless communications facilities either directly, by means of cables, or indirectly, by means of transmitting and receiving facilities (including microwave antennas) located at the Communications Site. Lessee may not use the Lease Area for any other purpose without the prior written consent of Columbia.

**3. TERM.** The sole term of this Lease is five (5) years (the “Initial Term”), commencing September 1, 2016 (“Commencement Date”) and terminating at 11:59 p.m. local time at the Communications Site on August 31, 2021 (“Termination Date”).

**3.1 Option to Renew.** The Initial Term of this Lease shall extend for up to three (3) consecutive additional terms of five (5) years each (each, a “Renewal Term” and collectively with the Initial Term, the “Term”), upon mutual written assent by Columbia and Lessee with a continuation of all the same provisions hereof except the Rent amount rates, unless Lessee gives Columbia written notice of Lessee’s intention to terminate the Lease at least sixty (60) days before the expiration of the Initial Term or any Renewal Term. The Initial Term and the Renewal Term shall be collectively referred to hereinafter as the “Term”.

**3.2 Holdover.** If Lessee remains in possession of the Lease Area at the expiration of the Term, or earlier termination of this Lease, or any renewal of this Lease, without a written agreement, such tenancy shall be deemed a month-to-month tenancy terminable by either party providing 60 days written notice to the other. For the purpose of this Holdover provision a holdover shall not be deemed to be an Unpermitted Use. All other terms and conditions during holdover shall remain the same except the rental rate shall, without any additional notice, increase to 150% of the then current Rent and shall be payable on a monthly basis beginning immediately upon expiration or earlier termination of the Lease.

#### **4. RENT.**

**4.1 PAYMENT AMOUNT.** On the first day of every year Lessee shall pay a fee (“Rent”) to Columbia in the amount of Three Thousand Five Hundred dollars (\$ 3,500.00) as an annual use fee. Columbia shall specify the name, address, and taxpayer identification number of a sole payee or maximum two joint payees (singularly or jointly, “Payee”) who shall receive Rent on behalf of Columbia. Rent will be prorated for any partial year during the first year only. Any change to the Payee must be requested in accordance with the Notice provision herein, and a new IRS form W9 must be supplied prior to payment by Lessee to the new Payee.

**4.2 ESCALATOR.** The Commencement Date shall establish the Base Year for escalation purposes. On each anniversary of the Commencement

Date of this Lease, the Rent for the first five (5) year period shall be adjusted three percent (3%) increase from the prior year. The rent shall be adjusted four percent (4%) increase for the last ten (10) years of the lease.

The annual Rents and due dates for the Initial Term are as follows:

<b>Lease Year</b>	<b>Annual Rent</b>	<b>Due Date</b>
1	\$3,500.00	<b>Commencement Date</b>
2	\$3,605.00	<b>September 1, 2017</b>
3	\$3,713.15	<b>September 1, 2018</b>
4	\$3,824.54	<b>September 1, 2019</b>
5	\$3,939.28	<b>September 1, 2020</b>

**4.3 ADDRESS FOR PAYMENTS.** Subsequent to the execution of this Lease by both parties and payment of the Rent for the first year, all payments from Lessee shall be mailed to:

Weyerhaeuser Columbia  
 Timberlands  
 Attn: Land Use Manager  
 P.O. Box 667  
 10 International Way  
 Longview, WA 98632

or another address designated by thirty (30) days written notice by Columbia to Lessee.

**4.4 RENT FOR UNPERMITTED USE.** If Lessee utilizes the Communications Site in a manner not specifically permitted by this Lease, the Rent established in Section 4.1 as escalated by Section 4.2 shall automatically be increased by three-hundred percent during the period of the Unpermitted Use. For the purposes of this Lease, and so long as Lessee is not in default beyond any applicable cure period, a holdover tenancy shall not be considered an Unpermitted Use. Rent for a holdover tenancy shall be governed under Section 3.2 above.

## **5. THIRD PARTY USE OF THE LEASE AREA**

**5.1** Other than two (2) subleases dated July 25, 2016 and January 24, 2013 between Lessee and Washington State Department of Transportation and Washington State Department of Natural Resources, respectively, which subleases were previously approved by Columbia (the “Existing Collocators”), Lessee is prohibited from subletting, sub-licensing, sub-leasing or in any other way entering into any type of use agreement that would result in allowing any third party (“Collocator”) any use of the Lease Area without Columbia’s prior written consent, which may not be unreasonably withheld, conditioned, or delayed.

**5.2** The terms and conditions of such Collocator use shall be in writing and subject to the terms and conditions of this Lease. Except for the rates charged the Existing Collocators, the rates to be charged to any future Collocator shall be at a fair market rate based on an arm’s length transaction as negotiated between Lessee and the future Collocator. Lessee shall pay to Columbia Eight Hundred Dollars (\$800.00) per year for the Existing Collocators, which sum is to be increased by five percent (5%) each year during the Term, and thirty five percent (35%) of all gross revenues derived from any future Collocator’s use except that gross revenues shall not include construction costs, installation costs and taxes relating to the Communications Site paid by Lessee (the “Revenue Share”). In addition, Columbia’s Revenue Share may or may not be passed through as a cost to the future Collocator. In the event that Lessee passes the Revenue Share as a cost to future Collocator, the same shall not be subject to further revenue sharing payable to Columbia.

**5.3** Within sixty (60) days of written request, Lessee shall provide to Columbia an annual Collocator revenue report, in Lessee’s form, summarizing Collocator revenue and including a signed copy of each Collocator lease associated with this Lease; *provided, however*, this requirement shall not apply to the current Collocators and *provided, further*, that if any Collocator lease or any part thereof or party thereto is confidential, then Lessee’s obligation to provide a signed copy shall be limited in accordance with any such confidentiality obligation, but Lessee shall nonetheless provide a summary of rent and additional payments and terms. Lessee shall pay to Columbia additional rent of one hundred twenty five and 00/100 dollars (\$125) per day for each day after the expiration of the foregoing sixty (60) day response period said written summary is not delivered or

delivered late. In the event Lessee fails to deliver the annual Collocator revenue report a signed copy of each Collocator lease within sixty days after Lessee's receipt of written request, Lessor may thereafter pursue all other remedies under Section 16 hereof.

**5.4** Any Collocation lease or any similar document executed by Lessee not fully complying with this Section 5 shall be void ab initio.

**5.5** This Section 5 is not intended to prohibit Lessee's use of the Lease Area under standard roaming agreements between the Lessee and other wireless carriers.

## **6. TAXES, ASSESSMENTS, AND FEES.**

**6.1** Lessee shall pay all taxes on its operations and its interests under this Lease, including its improvements which are part of the Lease Area, and any government inspection fees, mitigation payments, or similar charges attributable to Lessee's activities. Lessee also shall reimburse Columbia for any increase in its property taxes attributable to this Lease or to Lessee's operations, including:

6.1.1 Any increase in property taxes beyond what Columbia would have paid for the Lease Area if the lands had remained taxed as they would have been but for this Lease;

6.1.2 Any governmental assessments for roads or utilities or other facilities used by Lessee or attributable to its activities under this Lease; and

6.1.3 Any property tax "rollback" attributable to loss of forestland tax treatment of the tax parcel(s) containing the Lease Area.

**6.2** Rent due to Columbia shall not be reduced by any taxes paid by or owed by Lessee. Lessee agrees that, if Columbia pays any such taxes on behalf of Lessee, Lessee shall promptly reimburse Columbia for such costs; *Provided*, however, that Columbia shall submit to Lessee a copy of the actual statements received from the taxing authority stating the due date and the amount due from Lessee, together with the formula used to determine Lessee's share thereof.

## **7. OPERATING STANDARDS.**

**7.1 COMPLIANCE WITH LAW.** Lessee shall comply with all federal, state, and local current and future laws, regulations, and permit conditions pertaining to its operations under this Lease. Lessee shall not commit any act or omission, nor shall it allow its contractors, agents, or other representatives to so act or omit that affects the Lease Area and is in violation of any law, regulation, or permit condition.

**7.2 SITE PLAN.** All improvements to the Lease Area must be consistent with a site plan reviewed and approved by Columbia (the "Approved Site Plan"). The Approved Site Plan shall consist of zoning level plans and drawings at least one hundred percent complete (sometimes called "ZD-100 drawings"), detailing the location of all improvements, access, and utilities, which shall be designated as Exhibit B (hereinafter and hereinabove the "Site Plans") attached hereto and made a part hereof by this reference. Once attached as Exhibit B, the Approved Site Plans may only be substituted, updated, revised, or removed with Columbia prior written consent, which may be withheld if inconsistent with any term in this Lease.

**7.3 IMPROVEMENTS.** Lessee may, at its expense, make such improvements on the Lease Area consistent with the Site Plans as it deems necessary for the operation of the Communications Site. Upon termination or expiration of this Lease, Lessee shall remove its equipment and improvements as required in Section 15 of this Lease.

**7.4 ACCESS.** Lessee may use, on a non-exclusive basis, those roads owned by Columbia and Columbia's right to use other private roads or rights-of-way designated on the Site Plans for any purpose allowed under this Lease. Lessee must obtain, at its expense, any other rights-of-way required for its activities under this Lease. Lessee must comply with all easements and permits, and pay any road use and maintenance fees owed to third parties for Lessee's use. Lessee must notify Columbia prior to conducting any snow removal and pay for any damage caused by its activities. Lessee is responsible for any road construction necessary for its operations under this Lease. Columbia must approve the design, construction, modification, location, and relocation of all existing roads and roads constructed by Lessee on Columbia's land or that of a Columbia affiliate. Columbia reserves the right, for itself and its successors, assigns, and permittees, at any time to cross, recross, and use the roads appurtenant to or located on the Lease Area.

**7.5 UTILITIES.** Columbia hereby grants Lessee a non-exclusive permit, which is not at the inception of this Lease nor at any time thereafter an easement for any purpose, to place utilities on, or to bring utilities across to the Lease Area to service the Communications Site as identified and detailed in the Site Plans. Lessee shall be solely responsible directly to the serving utilities for all necessary utilities, including, without limitation, costs of installation and use. Unless otherwise described herein, Columbia is not providing utilities at the Lease Area nor is Columbia providing any utility easement to the Lease Area.

**7.6 MAINTENANCE.**

7.6.1 Lessee shall maintain the Lease Area free from any waste or debris created by Lessee. In addition, Lessee shall ensure that its buildings and structures located upon the Lease Area are painted in a manner and color approved by Columbia and are kept free of all forms of vandalism.

7.6.2 During the Term of this Lease the Lessee shall prominently post, and update as necessary, its FCC registration number(s) and the Lessee emergency contact information at the Lease Area.

**7.7 HAZARDOUS MATERIALS.**

**7.7.1** As used in this Lease, the term “Hazardous Material” means any material, the generation, handling, storage, disposal, treatment or emission of which is subject to any Environmental Laws or that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, noxious, mutagenic or otherwise dangerous, hazardous or harmful to the health or safety of humans, animals or the environment, including, without limitation, any of the same as they are now regulated or may be regulated in the future under any Environmental law. Hazardous Material also includes any material that contains petroleum, gasoline, diesel fuel, or their derivatives, or any other petroleum hydrocarbon product. As used in this Lease the term “Environmental Law” means any federal, state or local law, rule, regulation, order, writ, judgment, injunction, decree, determination or award relating to the environment, health, safety or Hazardous Materials, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq.); Emergency Planning and Community Right-to-Know Act (42 U.S.C. §1101 et seq.); Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.); Toxic Substances

Control Act (15 U.S.C. §2601 et seq.); Hazardous Materials Transportation Act (49 U.S.C. 5101 et seq.); the Clean Water Act (33 U.S.C. §1251 et seq.); Solid Waste Disposal Act (42 U.S.C. §6901 et seq.); Clean Air Act (42 U.S.C. §7401 et seq.); Safe Drinking Water Act (42 U.S.C. 300f et seq.); Atomic Energy Act (42 U.S.C. §§2014, 2021-2021j, 2022, 2111, 2113, and 2114); Federal Insecticide Fungicide and Rodenticide Act (7 U.S.C. §136 et seq.); and the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.) as the same may be amended from time to time.

**7.7.2** Lessee shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, and/or stored in, on, or about the Lease Area or the Property by Lessee, its agents, employees, contractors, sublessees or invitees in violation of any Environmental Law. In no event shall Lessee permit any Hazardous Material to be treated (such treatment includes by way of example and not by limitation elementary neutralization or evaporation), disposed of, and/or discharged or released in, on, or about the Lease Area or the Property. Except as identified in The Site Plans, Lessee shall not install or use above-ground storage tanks on the Lease Area. In no event shall Lessee install or use underground storage tanks on the Lease Area.

**7.7.3** If Lessee knows, or has reasonable cause to believe that a release or threatened release of a Hazardous Material has occurred in, on, under or about the Lease Area or the Property, Lessee shall immediately provide verbal notice of such fact to Columbia, and shall subsequently provide detailed written information to Columbia regarding such release. Lessee shall also immediately provide Columbia with a copy of any statement; report; notice; registration; application; permit or license; work, remediation, or response plan; notice of claim; undertaking or proceeding given to, or received from, any governmental authority or private party or persons entering the Lease Area or the Property in response to said release or threatened release of a Hazardous Material.

**7.7.4** Lessee shall indemnify, protect, defend and hold Columbia, its agents, employees, and lenders, if any, and the Lease Area and the Property, harmless from and against any and all loss of Rents and/or damages, liabilities, judgments, costs, claims, liens, expenses, penalties, permits and attorney's and consultant's fees arising out of or involving any Hazardous Material or storage tank brought onto the Lease Area and the Property by or for Lessee or under Lessee's control. Lessee's obligations under this section shall include, but shall not be limited to, the effects of any contamination or injury to person, property or the environment created or

suffered by Lessee and the cost of investigation (including consultant's and attorney's fees and testing), removal, remediation, restoration and/or abatement thereof, or of any contamination therein involved, and shall survive the expiration or earlier termination of the lease. No termination, cancellation or release agreement entered into by Columbia and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Material.

Columbia shall indemnify, protect, defend and hold Lessee, its agents, employees, and lenders, if any, and the Lease Area, harmless from and against any and all loss of Rents and/or damages, liabilities, judgments, costs, claims, liens, expenses, penalties, permits and attorney's and consultant's fees arising out of or involving any Hazardous Material brought onto the Lease Area by or for Columbia or under Columbia's control. Columbia's obligations under this section shall include, but shall not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Columbia and the cost of investigation (including consultant's and attorney's fees and testing), removal, remediation, restoration and/or abatement thereof, or of any contamination therein involved, and shall survive the expiration or earlier termination of the Lease. No termination, cancellation or release agreement entered into by Columbia and Lessee shall release Columbia from its obligations under this Section 7.7.4.

**7.8 FIRE PROTECTION & SUPPRESSION.** Lessee shall comply with all laws and regulations pertaining to fire protection and suppression, and take reasonable care to prevent wildfires from igniting on or spreading onto the Lease Area. If a wildfire should occur on or near the Lease Area, Lessee shall immediately notify Columbia and appropriate government agencies and shall make any fire extinguishers and hand tools Lessee has on site available for use by firefighters to help suppress or contain the fire. In addition to any liability for negligence, Lessee shall reimburse Columbia for all damages (including loss or damage of timber, and fire suppression costs) resulting from wildfires caused by Lessee's operations, contractors, or personnel, even if not attributable to negligence by Lessee or its agents.

**7.9 INSPECTION & ACCESS.** Columbia (and its employees, contractors, and agents) may enter the Lease Area to inspect Lessee's operations, to remove timber, and for any other purpose consistent with Lessee's rights under this Lease; *Provided*, however, that, with the exception of emergencies, Columbia shall give Lessee twenty-four (24) hours' notice prior to entering the Lease Area. Columbia reserves the right to conduct any

and all activities on the Lease Area; *Provided*, however, that such activities do not unreasonably interfere with Lessee's operations.

**7.10** Columbia's RIGHT TO USE THE LEASE AREA. Lessee shall, upon written request of Columbia, make suitable and available tower space available at no cost to Columbia or any of its subsidiaries for limited quantities and types of antenna(s), transmission lines and related equipment, and make Lease Area space available to Columbia provided that such use will not interfere with Lessee's or permitted Collocator operations. Columbia's antenna installation(s) shall be limited to a total of three (3) antennas (whether panel, omni-directional, or other configuration). Columbia shall house its equipment in a separate building or shelter constructed and maintained at Columbia's sole expense. Notwithstanding the afore-stated, the parties agree to engage in reasonable discussions and negotiations to operationalize this Section 7.10.

## **8. NON-INTERFERENCE.**

**8.1** Lessee's facilities shall not disturb the communications configurations, equipment, frequencies licensed by the FCC, and frequencies used by Columbia on the commencement of this Lease ("Pre-existing Communications") and Lessee's facilities shall comply with all non-interference rules of the FCC.

**8.2** Lessee and Columbia shall not interfere with any other communications site leases or similar agreements existing prior to the Commencement Date on the property or each other's radio communications where such communications are operated within their respective frequencies and in accordance with all applicable laws and regulations.

**8.3** The interfering party will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from interfered-with party. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that they will suffer irreparable injury, and therefore, each party will have the right, in addition to any other rights that it may have at law or in equity, to elect to enjoin such interference or to terminate this Lease upon notice to the other party.

**9. GOVERNMENTAL PERMITS.** Lessee shall use due diligence in seeking and maintaining at its own cost all governmental permits needed to conduct its operations under this Lease. Columbia shall sign permit applications as landowner/licensor where compliant with this Lease and required by law.

Columbia also agrees to reasonably cooperate with Lessee's efforts to obtain all private and public consents related to Lessee's use of the Communications Site and Lease Area.

## **10. ASSIGNMENTS.**

**10.1** Lessee may not assign its rights under this Lease without Columbia's prior written consent which cannot be unreasonably withheld.

**10.2** No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment for this Section 10.

**10.3** Lessee may, with notice to Columbia, assign its rights under this Lease as collateral security to any entity that provides financing for the purchase of the equipment to be installed at the Lease Area.

**10.4** Any attempted assignment of this Lease by Lessee without Columbia's prior written permission which may be withheld at Columbia's sole discretion shall be void *ab initio* and shall constitute a breach of this Lease.

## **11. INSURANCE.**

**11.1** Prior to commencement of any activity under this Lease, Lessee shall obtain and maintain in full force and effect during the term of this Lease and during any other period during which Lessee or its successors, agents, and contractors are on the Lease Area, at Lessee's sole expense, the following insurance coverages on Lessee's operations and shall furnish Columbia with a Certificate of Insurance evidencing compliance herewith:

**11.1.1** Commercial General Liability (occurrence form), covering bodily injury and property damage liability, including contractual, products and completed operations, and, if applicable, coverage for explosion, collapse and underground (xcu); with minimum limits of \$5,000,000 per occurrence, \$5,000,000 products and completed operations aggregate and \$5,000,000 general aggregate; Columbia shall be designated as an Additional Insured which shall be evidenced by copy of an Additional Insured

Endorsement form ISO CG 20 37 07 04 or its equivalent that is to be delivered with and attached to the Certificate of Insurance. The endorsement can either (a) specifically show Weyerhaeuser Columbia Timberlands LLC as an Additional Insured or (b) include the company as an Additional Insured by a Blanket Additional Insured endorsement. Contractor's insurance or self-insurance shall be primary.

**11.1.2** Comprehensive Automobile Liability covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 per person and \$1,000,000 per accident for bodily injury and \$1,000,000 property damage or combined single limit of \$1,000,000;

**11.1.3** Workers' Compensation or Industrial Accident insurance providing benefits as required by local law, including Employer's or Stop-Gap Liability with a minimum limit of \$1,000,000 per accident; and if Maritime activity exists then coverage is to also include U.S.L.&H., Jones Act, and Protection and Indemnity, where applicable. Lessee may fulfill this obligation by qualifying as a self insurer.

**11.2** Lessee shall give Columbia at least thirty (30) days written notice prior to cancellation of said coverage, either in whole or in part, if subsequent coverage has not been put in place thirty (30) days prior to the cancellation date.

**11.3** Lessee shall ensure that its subcontractors have insurance coverages and endorsements consistent with the above. Insurance companies providing coverage for Lessee and subcontractors shall have a Best's rating of no less than B+ VII. Lessee's and subcontractors' insurance companies shall waive right of subrogation against Columbia and its affiliates for any first party property insurance maintained by any such party.

**11.4** Coverages in Section 11 shall be reviewed by Columbia and revised in Columbia's reasonable discretion every five (5) years based on the net change in CPI-U (and subject to commercial availability of changed coverages) or if there is a material change to the nature and scope of Lessee's activities under this Lease. Any insurance coverage escalation under this Section 11.4 shall be determined by CPI adjustments using the Commencement Date to establish the Base Year and using the Consumer Price Index – All Commodities as published by the United States Department of Labor, Bureau of Labor Statistics for All Urban Consumers: U.S. City Average (“CPI-U”). If the Bureau of Labor Statistics ceases to publish that

index in its present form, the parties shall substitute another index to reflect inflation in comparable terms. .

**12. ASSUMPTION OF RISKS.** Lessee has inspected the Lease Area to its satisfaction and accepts the Lease Area as is and where is. Columbia has made no representations as to the present or future condition of its property and the Lease Area; the ability of Lessee to obtain governmental permits; the time or expenses of obtaining governmental permits, the conditions which might be imposed by government agencies; or any other factor affecting Lessee's risks and use of the Lease Area.

**13. THIRD-PARTY CLAIMS; INDEMNITY.**

**13.1** Lessee shall defend, indemnify, and hold harmless Columbia and its directors, officers, employees, and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Lessee or its successors, agents, and contractors under this Lease or otherwise arising in connection with activities on the land of Columbia or its affiliates, except claims caused by Columbia's negligence. This includes, without limitation, any claims for: injury to or death of persons; damage to property; timber trespass; nuisance; mechanics' and materialmen's liens; workers' compensation and unemployment taxes; fines and penalties; and claims arising from the installation, use, maintenance, repair, or removal of the Communications Site. Lessee shall take all steps needed to keep Columbia's property free of liens arising from Lessee's activities, and promptly obtain or bond the release of any such liens that may be filed.

**13.2** Columbia shall defend, indemnify, and hold harmless Lessee and its directors, officers, employees, and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Columbia or its successors, agents, and contractors under this Lease, except claims caused by Lessee's negligence. This includes, without limitation, any claims for: injury to or death of persons; damage to property; timber trespass; nuisance; mechanics' and materialmen's liens; workers' compensation and unemployment taxes; fines and penalties;

environmental damages, cleanups, and corrective actions; and claims arising from the installation, use, maintenance, repair, or removal of the Communications Site.

**14. WAIVER OF LANDOWNER'S LIEN.** Columbia shall waive any and all lien rights it may have, statutorily or otherwise, pertaining to the Communications Site or any portion thereof which, for purposes of this Lease, are deemed to be personal property regardless of whether the same are deemed real or personal property under applicable laws and shall allow Lessee the right to remove all or any portion of the same from time to time, in Lessee's sole discretion, without Columbia's consent.

**15. TERMINATION AND SURRENDER.**

**15.1 Termination By Lessee.** This Lease may be terminated by Lessee only as provided herein. The Lessee's requirement to remove improvements as provided in Section 15.3 shall survive termination of the Lease. This Lease may be terminated by Lessee prior to its natural expiration in the following circumstances:

**15.1.1** If Lessee is unable to obtain, maintain or reinstate within thirty (30) days after the cancellation of any easement, license, permit or Governmental Requirement necessary for the construction or operation of the Equipment in accordance with Lessee's Permitted Use. Lessee must show that at all times it used commercially reasonable efforts in good faith to obtain and maintain any Government Requirement if it desires to terminate pursuant to this Section.

**15.1.2** Upon payment to Columbia of a termination fee, which is not considered to be Rent, that is equal to thirty six (36) months of the Rent at the then current rate at the time that notice of termination is given. Such termination fee must be paid at the time Lessee notifies Columbia of its election to terminate this Lease. Upon the termination date, Lessee shall terminate all radio communications from the Lease Area.

**15.1.3** Upon Lessee's termination in accordance with this Section, Lessee shall surrender and vacate the Lease Area and deliver possession thereof to Columbia within the time period and in the condition required under this Lease for surrender of the Lease Area (see Section 15.2). Lessee shall continue to pay the Rent at the current rate until it actually

physically surrenders the Lease Area and delivers possession thereof to Columbia in a manner consistent with Section 15.2.

**15.1.4** Upon the natural expiration of this Lease, or upon the earlier termination of this Lease by Lessee or Columbia, Lessee shall immediately discontinue all radio frequency transmissions from the Lease Area.

**15.2 SURRENDER.** Upon such notice of termination or upon the natural expiration of this Lease, Lessee shall within thirty (30) days of expiration or termination fully remove its equipment from the Lease Area, restore the land to it prelease condition, and surrender the Lease Area to Columbia in as good a condition as the date hereof, normal wear and tear excepted. Any damage to Columbia's property caused by removal shall be billed to and paid by Lessee.

**15.3 COLLOCATION LEASE TERMINATION BY Columbia.** If this Lease is (a) between Columbia and a Collocator, and (b) the lease between Columbia and the lessee which also contracts with the Collocator is terminated by any party or naturally expires, Columbia may unilaterally terminate this Lease prior to its natural expiration upon thirty (30) days written notice to the Lessee of this Lease.

## **16. SUSPENSION, TERMINATION FOR DEFAULT; DEFAULT AND RIGHT TO CURE; REMEDIES.**

**16.1 SUSPENSION & TERMINATION.** After providing thirty (30) days written notice of any default Columbia may suspend Lessee's operations under this Lease immediately. Suspension shall continue until the default is remedied. Any time after thirty (30) days from such a suspension notice, if Lessee is still in default, Columbia shall have the option to terminate Lessee's rights under this Lease immediately. All of Lessee's obligations to Columbia and third parties shall survive the termination of Lessee's rights under this Lease, until such obligations have been fulfilled. Insurance coverages shall be maintained until Lessee has completed all restoration and any other required work on the Lease Area.

### **16.2 DEFAULT AND RIGHT TO CURE.**

**16.2.1** The following will be deemed default by Lessee and a breach of this Lease:

**16.2.1.1** Non-payment of Rent if such Rent remains unpaid for more than ten (10) days after receipt of written notice from Columbia of such failure to pay; or

**16.2.1.2** If Lessee abandons or vacates the Lease Area for more than sixty (60) days; or

**16.2.1.3** Lessee's failure to perform any other term or condition under this Lease within thirty (30) days after receipt of written notice from Columbia specifying the failure.

**16.2.1.4** No such failure pursuant to subsection 16.2.1.3, however, will be deemed to exist if Lessee has materially commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes completely beyond the control of Lessee.

**16.2.2** If Lessee remains in default beyond any applicable cure period, Columbia will have the right to exercise any and all rights and remedies available to it under law and equity, including the right to cure Lessee's default and to charge the actual costs of such cure to the Lessee, or upon Columbia's written notice to Lessee to terminate this Lease.

**16.2.3** The following will be deemed a default by Columbia and a breach of this Lease: Columbia's failure to perform any term, condition or breach of any warranty or covenant under this Lease within thirty (30) days after receipt of written notice from Lessee specifying the failure. No such failure, however, will be deemed to exist if Columbia has materially commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Columbia. If Columbia remains in default beyond any applicable cure period, Lessee will have the right to exercise any and all rights available to it under law and equity, including the right to cure Columbia's default and to deduct the actual costs of such cure from any monies due to Columbia from Lessee.

**16.3** REMEDIES. Columbia's rights to suspend and terminate Lessee's rights under this Lease are in addition to all other available

remedies. Lessee's remedies shall be limited to termination of this Lease or the right to cure Columbia's default and to deduct the actual costs of such cure from any monies due to Columbia from Lessee.

**17. NOTICES.** With the exception of notices regarding fire suppression and environmental incidents which must be reported by telephone as soon as possible, any notices required or desired shall be in writing and delivered personally or by messenger or sent by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Weyerhaeuser Columbia  
Timberlands LLC:  
*Attn:* Land Use Dept.  
P.O. Box 667  
Longview, WA 98632  
Tel: (360) 442-4341  
Fax: (360) 575-5932

Lewis County:  
*Attn:* Central Services  
351 NW North ST  
Chehalis, WA 98532  
Tel: (360)740-1464  
Fax:

With a mandatory copy to:  
*Attn:* Law Department  
220 Occidental Ave. S.  
Seattle, WA 98104

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if sent via email, upon confirmed email to the designated email address of said addressee and a return email confirmation from the intended recipient. The delivery of the mandatory copy is an administrative step only and does not constitute the notice required by this Section 17.

## **18. BANKRUPTCY**

**18.1** Columbia and the Lessee hereby expressly agree and acknowledge that it is the intention of both parties that in the event that during the Term of this Lease if Lessee shall become a debtor in any voluntary or

involuntary bankruptcy proceeding (a “Proceeding”) under the United States Bankruptcy Code, 11 U.S.C. 101, et seq. (the “Code”), this Lease is and shall be treated for all purposes and considered for all intents as an unexpired lease of nonresidential real property for purposes of Section 365 of the Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

**18.2** Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, 11 USC Sections 101, et seq., shall be deemed without further act to have assumed all of the obligations of Lessee arising under this Lease both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Columbia an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Columbia, shall be the exclusive property of Columbia, and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Columbia’s property under the preceding sentence not paid or delivered to Columbia shall be held in trust for the benefit of Columbia and be promptly paid to Columbia.

## **19. OTHER PROVISIONS.**

**19.1 TIME.** Time is of the essence for each and every provision of this Lease.

**19.2 LATE PAYMENTS.** Lessee shall pay interest in the amount of 20% for each month or part thereof (or the maximum allowed by law, if less) on any late payments.

**19.3 QUALIFIED TO DO BUSINESS.** Each party represents that it is qualified to do business in the state in which the Lease Area is located.

**19.4 CORPORATE AUTHORITY.** Each party to this Lease, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Lease and that its execution, delivery, and performance of this Lease has been fully

authorized and approved, and that no further corporate approvals or consents are required to bind such party.

**19.5 NO AGENCY.** The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Lease. Neither party is an agent of the other party nor authorized to obligate it.

**19.6 SUCCESSORS AND ASSIGNS.** This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

**19.7 SEVERABILITY.** If any provision of this Lease is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Lease, and to this end the provisions of this Lease are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Lease.

**19.8 WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Lease, nor shall any purported oral modification or rescission of this Lease by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, right, condition, or provision.

**19.9 SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Lease shall survive and remain in effect following the expiration or termination of this Lease, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.

**19.10 GOVERNING LAW & VENUE.** The validity, construction, and performance of this Lease shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflict of laws rules. The parties agree that sole venue and jurisdiction for any controversy arising out of this Lease shall vest with the Superior Court within the State of Washington.

**19.11 INTEGRATED AGREEMENT; MODIFICATION.** This Lease constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations and representations. There are no representations or understandings of any kind not set forth herein. This Lease may not be modified except in writing and signed by the parties.

**19.12 INTERPRETATION.** Each party acknowledges that it and its legal counsel have reviewed this Lease. The parties agree that the terms and conditions of this Lease shall not be construed against any party on the basis of such party's drafting, in whole or in part, of such terms and conditions.

**19.13 FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Lease, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Lease including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Lease.

**19.14 BROKER'S COMMISSIONS.** Each of the parties hereby represents and warrants to the other that it has not discussed or had any communications concerning the Lease Area with any real estate agent or broker pertaining to this transaction, and that to the best of their knowledge no commissions or broker's fees are owed on this transaction. Should any claim for a commission or finder's fee be asserted by any third party as a result of the act or omission of either party, then the party alleged to have agreed to pay such commission or fee shall be solely responsible therefore, and shall indemnify, defend, and hold the other party harmless from any and all loss, damage, liability, cost, or expense, including, without limitation, attorneys' fees, suffered or incurred by it arising out of or relating to any claim for real estate commission or fee made by any such real estate agent or broker.

**19.15 CONFIDENTIALITY.** The terms of this Lease may not be disclosed by Lessee to persons other than Lessee's affiliates, parent, or parties confidentially bound to Lessee without Columbia's written consent.

**19.16 ATTORNEYS' FEES.** Should any legal action or proceeding be commenced by either party in order to enforce this Lease or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party only in a final judgment on the merits shall be entitled to

recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action which may be awarded at the discretion of the court. With respect to any provision in this Lease providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include but not be limited to fees attributable to legal services provided by any in-house counsel and staff to the prevailing or indemnified party.

**19.17 EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Lease in their entirety and for all purposes. As between the written terms contained in this Lease and the exhibits attached hereto, the more detailed and specific shall be deemed to control and supersede the less detailed and specific.

**19.18 HEADINGS.** The headings in this Lease are for convenience only and are not a part of this Lease, nor are they intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Lease nor the meaning of any provisions hereof.

**19.19 ESTOPPEL.** Each party agrees to furnish to the other such truthful estoppel information as the other may reasonably request.

**19.20 NOT AN OFFER.** The submission of this Lease to any party for examination or consideration does not constitute an offer, reservation of or option for the Lease Area based on the terms set forth herein. This Lease will become effective as a binding Lease only upon the handwritten legal execution, acknowledgment and delivery hereof by Columbia and Lessee.

**19.21 PAYMENT OF SUMS DURING BREACH.** The receipt of any sum paid by Lessee to Columbia after a breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing by Columbia.

**19.22 DUPLICATE ORIGINALS.** This Lease shall be executed in duplicate originals. Execution of this Lease at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute this Lease.

*(Signatures on following page)*

**EXECUTED AND EFFECTIVE** as of the date first above written.

**WEYERHAEUSER COLUMBIA  
TIMBERLANDS LLC**

**LESSEE**

By: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**LESSEE ACKNOWLEDGMENT**

STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF LEWIS )

On the \_\_\_\_ day of \_\_\_\_\_, 2016, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

\_\_\_\_\_  
Printed name: \_\_\_\_\_  
Notary Public residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**COLUMBIA ACKNOWLEDGMENT**

STATE OF WASHINGTON )  
 )ss  
COUNTY OF KING )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of Weyerhaeuser Columbia Timberlands, LLC, the Delaware limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the company.

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

\_\_\_\_\_  
Notary Public in and for the  
State of Washington  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF LEASE AREA**

Tract of real property in Lewis County, Washington commencing at a point North 73°02' West 1237.84 feet from the southeast corner of Section 31, Township 13 North, Range 4 East, W.M.; thence West 100 feet; thence North 100 feet; thence East 100 feet; thence South 100 feet to the point of beginning.

**EXHIBIT B**

**SITE MAP**

**EXHIBIT C**  
**FORM MEMORANDUM OF LEASE**

After recording return document to:

Weyerhaeuser Columbia Timberlands LLC  
Attn: Land Use Manager  
P.O. Box 667  
10 International Way  
Longview, WA 98632

Document Title: Memorandum of Communication Site Lease  
Reference No. of Related Documents:  
Lessor: Weyerhaeuser Columbia Timberlands LLC  
Lessee: Lewis County Central Services  
Legal Description: Section 31, Township 13N, Range 4 East, W.M.  
Tax Parcel Number: 034099002000

**MEMORANDUM OF COMMUNICATION SITE LEASE**

**Hopkins Hill**

This Memorandum of Communication Site Lease (“Memorandum”) refers to that certain Communication Site Lease dated the 7<sup>st</sup> day of September, 2016, between **Weyerhaeuser Columbia Timberlands LLC**, (hereinafter called “Columbia”) and Lewis County Central Services (hereinafter called “Lessee”).

**Premises.** Columbia has granted the right, license and permission to Lessee upon the terms and conditions of the Communication Site Lease to use the property situated in Lewis County, Washington and further described on Exhibit A (“Lease Area”).

**Term.** The term of the Communication Site Lease commenced on September 1, 2016 and shall expire on August 31, 2021 (the “Expiration Date”).

**Purpose.** This Memorandum is prepared and recorded for the sole purpose of imparting constructive notice of said Communication Site Lease during the term for the Communication Site Lease and in no way modifies the terms of the Communication Site Lease.

**Termination.** Upon the Expiration Date, or sooner by written agreement of the parties, this Memorandum as recorded against title shall automatically extinguish and be of no further force and effect.

**Questions.** Questions regarding this Memorandum may be addressed to Attention:  
Land Use Department

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

WEYERHAEUSER COLUMBIA  
TIMBERLANDS LLC

LEWIS COUNTY

By: \_\_\_\_\_  
Title:  
Authorized Agent

By: \_\_\_\_\_  
Title:  
Authorized Agent

STATE OF WASHINGTON )  
 )ss  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of Weyerhaeuser Columbia Timberlands, LLC, the Delaware limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the company.

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

\_\_\_\_\_  
Notary Public in and for the  
State of Washington  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF WASHINGTON )  
 : ss)  
County of LEWIS )

On this \_\_\_\_\_ day of \_\_\_\_\_ before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_, for \_\_\_\_\_, and that he executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein set forth, and on oath states that he is authorized to execute said instrument.

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

(SEAL)

\_\_\_\_\_  
Printed name: \_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

## **EXHIBIT A**

Tract of real property in Lewis County, Washington commencing at a point North 73°02' West 1237.84 feet from the southeast corner of Section 31, Township 13 North, Range 4 East, W.M.; thence West 100 feet; thence North 100 feet; thence East 100 feet; thence South 100 feet to the point of beginning.