

**DEVELOPMENT REVIEW APPLICATION FORM  
FOR COLUMBIA RIVER GORGE NATIONAL SCENIC AREA DEVELOPMENT REVIEWS  
IN KLUCKITAT COUNTY, STATE OF WASHINGTON**

This application is based on the Development Review Application Requirements as set forth in Chapter 350-81-032 – Application for Review and Approval, Columbia River Gorge Commission Administrative Rules. This application form, which follows, is lengthy because it reflects all types of applications. Many requirements may not be applicable to your development review application.

Generally, the application you submit will consist of two documents. One is this form, which serves as a checklist for all the information that needs to be initially provided. Two, is the site plan. The site plan will contain all the maps, diagrams (including elevations) and notes required by this form. Both this form and the site plan must be submitted in digital format and paper format. A site plan may be submitted as one single sheet or a series of sheets, each with different information presented in a logical and clear presentation.

Please bear in mind that this only reflects information requirements needed to submit a formal application. Staff will conduct research and analysis based on all applicable requirements in the Administrative Rule. Additional information may be required. Submitting the information to file this application does not grant or imply approval of the development review application.

This application must be deemed complete and accepted by the Executive Director, or designee, of the Columbia River Gorge Commission before the application can be accepted, a formal file number can be assigned and a formal review process can begin.

You must consult with Gorge Commission staff during the application process. Please don't hesitate to contact us and set up an appointment. This is our contact information:

Columbia River Gorge Commission  
57 NE Wauna Ave  
White Salmon Washington 98672

Principal Planner: Terry Cullen  
Telephone: 509-493-3323, Extension 223  
Fax: 509-493-2229  
Email: [terry.cullen@gorgecommission.org](mailto:terry.cullen@gorgecommission.org)

Thank you for being a good steward of the Columbia River Gorge National Scenic Area.

**Columbia River Gorge National Scenic Area – Development Review Application**

What is the land use plan designation for the subject property? (eg GMA Large Scale Agriculture)

**GMA- Large Scale AG 160**

Is there a minimum parcel size for this land use plan designation, and if so, what is it?

**72.14 acres**

Is the proposed use one that may be permitted in this land use plan designation?

**Yes**

<b>Information Requirement</b>	
Chapter 350-81-032(5)(a)  Applicant's name, address, telephone number and email address.	<b>American Tower Corp for T-Mobile Steven Meyer 219 S. Wooddale ave Eagle, ID 83616</b> <i>208-501-7052</i>
Chapter 350-81-032(5)(b)  The land owner's name, address and telephone number (if different from applicant).	<b>Scott Hall 9650 Hwy 14 Goldendale, WA 98620 509-773-6111</b>
Chapter 350-81-032(5)(c)  The county in which the proposed use or development would be located.	<b>Klickitat County</b>
Chapter 350-81-032(5)(d)  The section, quarter section, township and range in which the proposed development would be located.	<b>Section 3 Township 2N Range 15E</b>
Chapter 350-81-032(5)(e)  The street address of the proposed use or development.	<b>Haystack Butte</b>
Chapter 350-81-032(5)(f)  The tax lot number(s) and size in acres of the parcels of the involved.	<b>00600 72.14 acres</b>

<p>Chapter 350-81-032(5)(g)</p> <p>A description of the current land use for the parcel(s) involved and adjoining lands.</p>	<p><b>Range land &amp; Vacant</b></p>
<p>Chapter 350-81-032(5)(h)</p> <p>A written description of the proposed use or development, including details on the height, exterior color(s) and construction materials of the proposed structures.</p>	<p><b>T-Mobile would like to swap out (6) existing antennas and (6) existing TMA's. They will install (6) new antennas, similar shape, size and color as existing antennas and (3) TMA's, similar size and color as existing TMA's. On an already existing concrete pad T-Mobile would like to install a new unistrut frame to the existing ice canopy poles. Heights of the tower and antennas will not change. Nor will the existing compounds footprint. Colors of the proposed equipment are similar to what already exists.</b></p>
<p>Chapter 350-81-032(5)(i)</p> <p>A list of Key Viewing Areas from which the proposed use would be visible.</p>	<p><b>I-84 background WA State Hwy 16 background</b></p>
<p>Chapter 350-81-032(5)(j)</p> <p>A map of the project area. The map shall be drawn to scale. The scale of the map shall be large enough to allow the Executive Director to determine the location and extent of the proposed use or development and evaluate its effects on scenic, cultural, natural, and recreation resources. The maps shall be prepared at a scale of 1 inch equals 200 feet (1:2,400), or a scale providing greater detail. If a parcel is very large, the map does not need to show the entire parcel. Rather, it can show only those portions of the parcel affected by the proposed use. The map shall include the following elements: (Listed below A through K.)</p>	<p><b>Please see site plan.</b></p>
<p>Chapter 350-81-032(5)(j)(A).</p> <p>North arrow.</p>	<p><b>Please see site plan.</b></p>
<p>Chapter 350-81-032(5)(j)(B).</p> <p>Scale: 1" = 200' (unless natural resources require larger scale). Chapter 350-81-032(5)(j) and</p>	<p><b>Please see site plan.</b></p>

Chapter 350-81-032(5)(j)(C).  Boundaries, dimensions, and size of subject parcel(s).	<b>Please see site plan.</b>
Chapter 350-81-032(5)(j)(D).  Significant terrain features & landforms.	<b>Haystack Butte</b>
Chapter 350-81-032(5)(j)(E).  Groupings & species of trees & other vegetation.	<b>Barron Grassland</b>
Chapter 350-81-032(5)(j)(F).  Location & species of vegetation to be removed.	<b>N/A</b>
Chapter 350-81-032(5)(j)(F).  Location & species of vegetation to be planted.	<b>N/A</b>
Chapter 350-81-032(5)(j)(G).  Bodies of water and watercourses.	<b>N/A</b>
Chapter 350-81-032(5)(j)(H).  Location & width of existing & proposed roads, driveways, trails.	<b>10' wide</b>
Chapter 350-81-032(5)(j)(I).  Location & size of existing & proposed structures.	<b>Tower is a 104' guyed tower. Antennas that are proposed are Andrews antennas ( 82.9" x 3.3"x 6.6") and Commscope antennas ( 96.4"x 7.1" x 11.9") Both antennas are shades of white.</b>
Chapter 350-81-032(5)(j)(J).  Location of existing and proposed services including wells or other water supplies, sewage disposal systems, power and telephone poles and lines, and outdoor lighting.	<b>Please see site plan.</b>

<p>Chapter 350-81-032(5)(K). Location &amp; depth of grading &amp; ditching.</p>	<p>N/A</p>
<p>Chapter 350-81-032(5)(k). Elevation drawings – including natural &amp; finished grade; drawn to scale.</p>	<p>Please see site plan.</p>
<p>Chapter 350-81-032(5)(l) List of adjacent &amp; nearby property owners and addresses as determined in 350-81-630.</p>	<p>Please see site plan.</p>
<p>Chapter 350-81-032(5)(m) Any additional information that the applicant feels will assist in the evaluation of the proposal, including but not limited to, maps, drawings, and development plans.</p>	<p>None</p>
<p>Chapter 350-81-032(5)(n) Signature of the applicant and property owner or a statement from the property owner indicating that he is aware of the application being made on his property.</p>	<p>Sign and date here:  11/5/15</p>
<p>Chapter 350-81-032(5)(o) The signature of the property owner on a statement that authorizes the Executive Director or the Executive Director's designee reasonable access to the site in order to evaluate the application.</p>	<p>Sign and date here: <b>O</b> Please See attached Lease</p>
<p>Chapter 350-81-032(6) Applications for the following uses or developments shall include additional information as required by the appropriate guidelines in Commission Rule 350-81 or by the Executive Director.</p>	

<p>Chapter 350-81-032(6)(a)</p> <p>In the General Management Area, for all buildings visible from key viewing areas, pursuant to 350-81-520(2)(n)</p> <p>In addition to the site plan requirements in 350-81-032(5), applications for all buildings visible from key viewing areas shall include a description of the proposed building(s)' height, shape, color, exterior building materials, exterior lighting, and landscaping details (type of plants used; number, size, locations of plantings; and any irrigation provisions or other measures to ensure the survival of landscaping planted for screening purposes).</p> <p>Chapter 350-81-520(2)(n)</p>	<p>There is already an existing 104' guyed tower with three communication carriers. Tower is a steel color. There are panel antennas located at 70', 90' and 107'. The proposed location for antennas to be swapped out is at the 70' rad center. There will be (3) antennas at the height of 82.9" and (3) antennas the height of 96.4". Antennas on the tower are white colored. Buildings are not visible from any roadway or river.</p>
<p>Chapter 350-81-032(6)(b)</p> <p>In the General Management Area, production and/or development of mineral resources and expansion of existing quarries pursuant to 350-81-520(1)(f), (2)(o), and (2)(bb).</p> <p>The above references are voluminous and not expanded here. The reader is directed to these references for further detail, as needed.</p>	<p>N/A</p>
<p>Chapter 350-81-032(6)(c)</p> <p>A grading plan that complies with the requirements of 350-81-520(2)(aa)(A) and (B) is required for the following:</p> <ul style="list-style-type: none"> <li>-In the GMA, all applications for structural development involving more than 100 cubic yards of grading with slopes over 10% shall include a grading plan;</li> <li>-In the GMA, all proposed structural development on sites visible from KVAs and involving more than 200 cubic yards of grading, regardless of slope; and</li> <li>-In the SMA, all applications for structural development involving more than 100 cubic yards of grading with slopes greater than 10% (except trails) shall include a grading plan.</li> </ul>	<p>N/A Site Existing</p>

<p>All proposed structural development including more than 200 cubic yards of grading on sites visible from KVAs shall include submittal of a grading plan. This plan shall be reviewed by the local government for compliance with KVA policies. The grading plan shall include the following:</p> <p>(A) A map of the site, prepared at a scale of 1"=200' (1:2400) or a scale providing greater detail, with contour intervals of at least 5', including:</p> <ul style="list-style-type: none"> <li>-Existing and proposed final grades.</li> <li>-Location of all areas to be graded, with cut banks and fill slopes delineated.</li> <li>-Estimated dimensions of graded area.</li> </ul> <p>(B) A narrative description (may be submitted on the grading plan site map and accompanying drawings) of the proposed grading activity, including:</p> <ul style="list-style-type: none"> <li>-Its purpose.</li> <li>-An estimate of the total volume of material to be moved.</li> <li>-The height of all cut banks and fill slopes.</li> <li>-Provisions to be used for compactions, drainage, and stabilization of graded areas. (Preparation of this information by a licensed engineer or engineering geologist is recommended.)</li> <li>-A description of all plan materials used to re-vegetate exposed slopes and banks, including the species, number, size and location of plants, and a description of irrigation provisions or other measures necessary to ensure the survival of plantings.</li> <li>-A description of any other interim or permanent erosion control measures to be used.</li> </ul> <p>Chapter 350-81-520(2)(aa)(A)/(B)</p>	
<p>Chapter 350-81-032(6)(d)</p> <p>In the GMA, vegetation management projects in public ROW along Scenic Travel Corridors, pursuant to 350-81-520(4)(d).</p> <p>All proposed vegetation management</p>	<p>N/A</p>

<p>projects in public ROW to provide or improve views shall include the following:</p> <p>(A) An evaluation of potential visual impacts of the proposed project as seen from any KVA.</p> <p>(B) An inventory of any rare plants, sensitive wildlife habitat, wetlands, or riparian areas on the project site. If such resources are determined to be present, the project shall comply with applicable Management Plan guidelines to protect the resources.</p> <p>Chapter 350-81-520(4)(d)</p>	
<p>Chapter 350-81-032(6)(e)</p> <p>Large-scale uses as defined by guideline 350-81-540(1)(c)(C) shall include reconnaissance survey reports, pursuant to 350-81-540(1)(c)(F) and (G).</p> <p>Large-scale uses include residential development involving 2 or more dwellings; all recreation facilities; commercial and industrial development; public transportation facilities; electric facilities, lines, equipment and appurtenances that are 33 kilovolts or greater; and communications, water and sewer, and natural gas transmission (as opposed to distribution) lines, pipes, equipment and appurtenances.</p> <p>Chapter 350-81-540(1)(c)(C)</p> <p>The citation for 350-81-540(1)(c)(F)/(G) (Reconnaissance Surveys and Survey Reports for Large-Scale Uses) is not expanded here. It is too voluminous. The reader is directed to these parts of the Code for more detail as needed.</p>	<p>N/A</p>
<p>Chapter 350-81-032(6)(f)</p> <p>Proposed uses that would alter the exterior architectural appearance of buildings and structures that are 50 years old or older, or would compromise features of the surrounding area that are important in defining the historic or architectural character of buildings that</p>	<p>N/A</p>

<p>are 50 years or older, pursuant to 350-81-540(1)(c)(H)(iii).</p> <p>The project applicant shall provide detailed architectural drawings and building plans that clearly illustrate all proposed alterations.</p> <p>Chapter 350-81-540(1)(c)(H)(iii)</p>	
<p>Chapter 350-81-032(6)(g)</p> <p>In the GMA, new uses located in, or providing recreational access to the Columbia River or its fish bearing tributaries, pursuant to 350-81-084(1)(a)(A).</p> <p>The citation 350-81-084(1)(a)(A) (Tribal Government Notice) is not expanded here. It is too voluminous. The reader is directed this section of the code, as needed, for more detail.</p>	<p>N/A</p>

<p align="center"><b>Site Plan &amp; Misc. Checklist for Completeness Review (First and second level citations provided.)</b></p>		
<p align="center"><b>Level 1 Citation</b></p>	<p align="center"><b>Level 2 Citation (a citation inside the Level 1)</b></p>	<p align="center"><b>Comments</b></p>
<p>Chapter 350-81-032(6)(h)</p> <p>In the General Management Area, any review use in a wetland or within a wetland buffer zone, pursuant to 350-81-560(1)(b).</p>	<p>In addition to the information required in all site plans, site plans for proposed uses in streams, ponds, lakes, and their buffer zones shall include:</p> <p>(A) A site plan map prepared at a scale of 1 inch equals 100 feet (1:1,200), or a scale providing greater detail.</p> <p>(B) The exact boundary of the ordinary high watermark or normal pool elevation and prescribed buffer zone; and</p> <p>(C) A description of actions that would alter or destroy the stream, pond, lake or riparian area.</p> <p>Chapter 350-81-570(1)(b)</p>	<p>N/A</p>
<p>Chapter 350-81-032(6)(i)</p> <p>In the General Management Area, any review use in a stream, pond, lake, or within their buffer zones pursuant to 350-81-570(1)(b).</p>	<p>In addition to the information required in all site plans, site plans for proposed uses in streams, ponds, lakes, and their buffer zones shall include:</p> <p>(A) A site plan map prepared at a scale of 1 inch equals 100 feet (1:1,200), or a scale providing greater detail.</p>	<p>N/A</p>

	<p>(B) The exact boundary of the ordinary high watermark or normal pool elevation and prescribed buffer zone; and</p> <p>(C) A description of actions that would alter or destroy the stream, pond, lake or riparian area.</p> <p>Chapter 350-81-570(1)(b)</p>	
<p>Chapter 350-81-032(6)(j)</p> <p>In the General Management Area, any review use within 1000 feet of a sensitive wildlife area or site, pursuant to 350-81-580(1)(b). Large-scale uses as defined by 350-81-580(2) shall also include field survey information pursuant to 350-81-580(2)(e).</p>	<p>In addition to the information required in all site plans, site plans for uses within 1,000 feet of a sensitive wildlife area or site shall include a map prepared at a scale of 1 inch equals 100 feet (1:1,200), or a scale providing greater detail.</p> <p>Chapter 350-81-580(1)(b)</p> <p>A field survey to identify sensitive wildlife areas or sites shall be required for:</p> <p>(a) Land divisions that create four or more parcels.</p> <p>(b) Recreation facilities that contain parking areas for more than 10 cars, overnight camping facilities, boat ramps, and visitor information and environmental education facilities.</p> <p>(c) Public transportation facilities that are outside improved rights-of-way.</p> <p>(d) Electric facilities, lines, equipment, and appurtenances that are 33 kilovolts or greater and</p> <p>(e) Communications, water and sewer, and natural gas transmission (as opposed to distribution) lines, pipes, equipment, and appurtenances and other project related activities, except when all of their impacts will occur inside previously disturbed road, railroad or utility corridors, or existing developed utility sites, that are maintained annually.</p> <p>Field surveys shall cover all areas affected by the proposed use or recreation facility. They shall be conducted by a professional wildlife biologist hired by the project applicant. All sensitive wildlife areas and sites discovered in a project area shall be described and shown on the site plan map.</p> <p>Chapter 350-81-580(2)</p> <p>(f) Communications, water and sewer, and natural gas transmission (as opposed to</p>	<p><b>N/A None were found</b></p>

	<p>distribution) lines, pipes, equipment, and appurtenances and other project related activities, except when all of their impacts will occur inside previously disturbed road, railroad or utility corridors, or existing developed utility sites, that are maintained annually.</p> <p>Chapter 350-81-580(2)(e)</p>	
<p>Chapter 350-81-032(6)(k)</p> <p>In the General Management Area, any review use within 1000 feet of a sensitive plant, pursuant to 350-81-590(1)(b). Large-scale uses as defined by 350-81-590(2) shall also include field survey information pursuant to 350-81-590(2)(e).</p>	<p>In addition to the information required in all site plans, site plans for uses within 1,000 feet of a sensitive wildlife area or site shall include a map prepared at a scale of 1 inch equals 100 feet (1:1,200), or a scale providing greater detail.</p> <p>Chapter 350-81-580(1)(b)</p> <p>A field survey to identify sensitive plants shall be required for:</p> <ul style="list-style-type: none"> <li>(a) Land divisions that create four or more parcels.</li> <li>(b) Recreation facilities that contain parking areas for more than 10 cars, overnight camping facilities, boat ramps, and visitor information and environmental education facilities.</li> <li>(c) Public transportation facilities that are outside improved rights-of-way.</li> <li>(d) Electric facilities, lines, equipment, and appurtenances that are 33 kilovolts or greater and</li> <li>(e) Communications, water and sewer, and natural gas transmission (as opposed to distribution) lines, pipes, equipment, and appurtenances and other project related activities, except when all of their impacts will occur inside previously disturbed road, railroad or utility corridors, or existing developed utility sites, that are maintained annually.</li> </ul> <p>Field surveys shall cover all areas affected by the proposed use or recreation facility. They shall be conducted by a person with recognized expertise in botany or plant ecology hired by the project applicant. Field surveys shall identify the precise location of the sensitive plants and delineate a 200-foot buffer zone. The results of a field survey shall be shown on the site plan map.</p> <p>Chapter 350-81-590(2)</p>	<p><i>Please provide this information on the site plan.</i></p> <p><b>N/A</b></p>

	<p>(e) Communications, water and sewer, and natural gas transmission (as opposed to distribution) lines, pipes, equipment, and appurtenances and other project related activities, except when all of their impacts will occur inside previously disturbed road, railroad or utility corridors, or existing developed utility sites, that are maintained annually.</p> <p>Chapter 350-81-590(2)(e)</p>	
<p>Chapter 350-81-032(6)(l)</p> <p>In the General Management Area, on lands designated Large-Scale Agriculture, a single-family dwelling in conjunction with agricultural use, pursuant to 350-81-190(1)(h), and if applicable, 350-81-190(1)(i).</p>	<p>Chapter 350-81-190(h)</p> <p>On lands designated Large-Scale Agriculture, a single-family dwelling in conjunction with agricultural use, upon a demonstration that all of the following conditions exist:</p> <p>(A) The subject farm or ranch (including all of its constituent parcels, contiguous or otherwise) has no other dwellings that are vacant or currently occupied by persons not directly engage in farming or working on the subject farm or ranch and that could be used as the principal agricultural dwelling.</p> <p>(B) The farm or ranch upon which the dwelling will be located is currently devoted to agricultural use where the day-to-day activities of one or more residents of the agricultural dwelling will be principally directed to the agricultural use of the land. The farm or ranch must currently satisfy subsection (h)(C)(iv) below.</p> <p>(C) The farm or ranch is a commercial agricultural enterprise as determined by an evaluation of the following factors:</p> <p>(i) Size of the entire farm or ranch, including all land in the same ownership.</p> <p>(ii) Type(s) of agricultural uses (crops, livestock) and acreage.</p> <p>(iii) Operational requirements for the particular agricultural use that are common to other agricultural operations in the area.</p> <p>(iv) Income capability. The farm or ranch, and all its constituent parcels, must be capable of producing at least \$40,000 in gross annual income. This determination can be made using the following formula: <math>(A)(B)(C)=I</math> where A=Average yield of the commodity per acre or unit of production;</p>	<p>N/A</p>

	<p>B=Average price of the commodity; C=Total acres suitable for production, or total units of production that can be sustained, on the subject farm or ranch; I=Income capability.</p> <p>Chapter 350-81-190(i) On lands designated Large-Scale Agriculture, a second single-family dwelling in conjunction with agricultural use when the dwelling would replace an existing dwelling that is included in, or eligible for inclusion in, the National Register of Historic Places, in accordance with the criteria listed in 350-81-540(1)(e).</p> <p>Chapter 350-81-540(1)(e) Cultural resources are significant if one of the following criteria is satisfied: (A) The cultural resources are included in, or eligible for inclusion in, the National Register of Historic Places. The criteria for evaluating the eligibility of cultural resources for the National Register of Historic Places appear in the "National Register Criteria for Evaluation" (36 CFR 60.40). (B) The cultural resources are determined to be culturally significant by an Indian tribal government, based on criteria developed that Indian tribal government and filed with the Gorge Commission.</p>	
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<p>Chapter 350-81-032(6)(m)</p> <p>In the General Management Area, on lands designated Large-Scale Agriculture, a single-family dwelling not in conjunction with agricultural use, pursuant to Commission Rule 350-81-190(1)(q)</p>	<p>Chapter 350-81-190(1)(q)</p> <p>On lands designated Large-Scale Agriculture, on a parcel that was legally created and existed prior to November 17, 1986,. A single-family dwelling not in conjunction with agricultural use upon a demonstration that all of the following conditions exist:</p> <p>(A) The dwelling will not force a change in or increase the cost of accepted agricultural practices on surrounding lands.</p> <p>(B) The subject parcel is predominantly unsuitable for the production of farm crops and livestock, considering soils, terrain, location, and size of the parcel. Size alone shall not be used to determine whether a parcel is unsuitable for agricultural use. An analysis of suitability shall include the capability of the subject parcel to be used in conjunction with other agricultural operations in the area.</p> <p>(C) The dwelling shall be set back from any abutting parcel designated Large-Scale or Small-Scale Agriculture, as required by 350-81-076, or designated Commercial Forest Land or Large or Small Woodland, as required in "Siting of Dwellings on Forest Land" (350-81-310).</p> <p>(D) A declaration has been signed by the landowners and recorded in to county deeds and records specifying that the owners, successors, heirs and assigns of the subject property area aware that adjacent and nearby operators are entitled to carry on accepted agriculture or forest practices on lands designated Large-Scale or Small-Scale Agriculture, Commercial Forest Land, Large or Small Woodland.</p> <p>(E) All owners of land in areas designated Large-Scale or Small-Scale Agriculture, Commercial Forest Land, or Large or Small Woodland that is within 500 feet of the perimeter of the subject parcel on which the dwelling is proposed to be located have been notified and given at least 10 days to comment prior to a decision.</p>	<p>N/A</p>
<p>Chapter 350-81-032(6)(n)</p> <p>In the General Management Area,</p>	<p>Chapter 350-81-190(1)(k)</p> <p>On lands designated Large-Scale Agriculture,</p>	<p>N/A</p>

<p>on lands designated Large-Scale Agriculture, a single-family dwelling for an agricultural operator's relative, pursuant to Commission Rule 350-81-190(1)(k).</p>	<p>a single-family dwelling for an agricultural operator's relative provided that all of the following conditions exist:</p> <p>(A) The dwelling would be occupied by a relative of the agricultural operator or of the agricultural operator's spouse who will be actively engaged in the management of the farm or ranch. Relative means grandparent, grandchild, parent, child, brother or sister.</p> <p>(B) The dwelling would be located on the same parcel as the dwelling of the principal operator.</p> <p>(C) The operation is a commercial enterprise, and determined by an evaluation of the factors described in 350-81-190(1)(h)(C).</p>	
<p>Chapter 350-81-032(6)(o)</p> <p>In the General Management Area, on lands designated Large-Woodland, a single-family dwelling, pursuant to 350-81-270(1)(a).</p>	<p>Rule 350-81-270(1)(a)</p> <p>The following uses may be allowed on lands designated Commercial Forest Land or Large or Small Woodland, subject to compliance with guidelines for the protection of scenic, cultural, natural, and recreation resources (350-81-520 through 350-81-620):</p> <p>(a) On lands designated Large Woodland, a single-family dwelling upon a demonstration that all of the following conditions exist:</p> <p>(A) The dwelling will contribute substantially to the growing, propagation, and harvesting of forest tree species. The principal purpose for locating a dwelling on lands designated Large Woodland is to enable the resident to conduct efficient and effective forest management. This requirement indicates a relationship between ongoing forest management and the location of a dwelling on the subject parcel. A dwelling may not always be required for forest management.</p> <p>(B) The subject parcel has been enrolled in the appropriate state's forest assessment program.</p> <p>(C) A plan for management of the parcel has been approved by the Oregon</p>	<p>N/A</p>

	<p>Department of Forestry or the Washington Department of Natural Resources and the appropriate local government. The plan must indicate the condition and productivity of lands to be managed; the operations the owner will carry out (thinning, harvest, planting, etc.); a chronological description of when the operations will occur; estimates of yield, labor and expenses; and how the dwelling will contribute toward the successful completion of the operations.</p> <p>(D) The parcel has no other dwellings that are vacant or currently occupied by persons not engaged in forestry and that could be used as the principal forest dwelling.</p> <p>(E) The dwelling complies with the "Approval Criteria for the Siting of Dwellings on Forest Land" (350-81-310) and "Approval Criteria for Fire Protection" (350-81-300).</p> <p>(F) A declaration has been signed by the landowner and recorded into county deeds and records specifying that the owners, successors, heirs, and assigns of the subject parcel are aware that adjacent and nearby operators are entitled to carry on accepted farm or forest practices on lands designated Commercial Forest Land, Large or Small Woodland, or Large-Scale or Small-Scale Agriculture.</p>	
<p>Chapter 350-81-032(6)(p)</p> <p>In the Special Management Area, on lands designated Agriculture, Forest, or Public Recreation, a single-family dwelling, pursuant to 350-81-270(2)(j).</p>	<p>The following uses may be allowed on lands designated SMA Forest subject to review for compliance with scenic, cultural, natural, and recreational resources guidelines (350-81-520 through 350-81-620). The use or development shall be sited to minimize the loss of land suitable for the production of forest products:</p> <p>(x) One single family dwelling on a parcel of 40 contiguous acres or larger if an approved forest management plan demonstrates that such a dwelling is necessary for and accessory to forest uses. The forest management plan shall demonstrate the following:</p>	<p>N/A</p>

	<p>(A) The dwelling will contribute substantially to the growing, propagation, and harvesting of trees. The principal purpose for allowing a dwelling on forest lands is to enable the resident to conduct efficient and effective management. This requirement indicates a relationship between ongoing forest management and the need for a dwelling on the subject property.</p> <p>(B) The subject parcel has been enrolled in the appropriate state's forest assessment program.</p> <p>(C) A plan for management of the parcel has been approved by the Oregon Department of Forestry or the Washington Department of Natural Resources and the appropriate county. The plan must indicate the condition and productivity of lands to be managed; the operations the owner will carry out (thinning, harvest, planting, etc.); a chronological description of when the operations will occur; estimates of yield, labor, and expenses; and how the dwelling will contribute toward the successful management of the property.</p> <p>(D) The parcel has no other dwellings that are vacant or currently occupied by persons not engaged in forest management of the subject parcel.</p> <p>(E) The dwelling complies with county dwelling, siting, and state/county fire protection guidelines.</p> <p>(F) A declaration has been signed by the landowner and recorded into county deeds and records specifying that the owners, successors, heirs, and assigns of the subject property are aware that adjacent and nearby operations are entitled to carry on accepted agricultural or forest practices.</p>	
<p>Chapter 350-81-032(6)(q)</p> <p>In the Special Management Area, on lands designated Agriculture, Forest, or Public Recreation, clearing trees</p>	<p>Clearing trees for new agricultural use with the following steps and subject to the following additional guidelines:</p> <p>(A) A Stewardship Plan shall be</p>	<p>N/A</p>

<p>for new agricultural use, pursuant to 350-81-270(2)(x).</p>	<p>submitted and deemed complete by the Executive Director and submitted to the Forest Service for review. (350-81-270(2)(y)(C).</p> <p>(B) Clearing trees for new agricultural use shall be limited to 15 acres.</p> <p>(C) If the Stewardship Plan proves that the above guideline is detrimental to the proposed agricultural use, the final size of the clearing shall be determined by the application of 350-81-270(2)(x)(D)(i-iv) below and subject to guideline 350-81-270(2)(x)(l).</p> <p>(D) After a 30-day public comment period, the Forest Service shall review the Stewardship Plan using the following criteria:</p> <p>(i) Scenic Resource guidelines in 350-81-270(2)(y)(D)(i) and (vii).</p> <p>(ii) Applicable guidelines of 350-81-550, 350-81-600 and 350-81-620.</p> <p>(iii) The Natural Resource Conservation Service (NRCS) soil unit description shall indicate that soils are suitable for the proposed agricultural use. The woodland management tables shall be used as part of the analysis of suitability for both agricultural and forest uses.</p> <p>(iv) The size, shape and pattern on the landscape of the clearing for the new agricultural use shall blend with the surrounding landscape pattern either because the existing pattern includes agricultural openings or because the new agricultural opening is designed to appear natural.</p> <p>(E) The Forest Service shall send the review statement to the Executive Director. The Forest Service shall state whether or not the new agricultural use should proceed including any conditions that are recommended to be required by the Executive Director.</p> <p>(F) The Executive Director will accept an application for new agricultural use on</p>	
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	<p>forested lands after receipt of a positive review statement from the Forest Service.</p> <p>(G) The forest practice portion of the new agricultural use shall not be approved by the state forestry department or Executive Director until a decision on the new agricultural use is issued by the Executive Director.</p> <p>(H) The new agricultural use shall be operational within two years of the time frame described in the approved Stewardship Plan.</p> <p>(I) New agricultural uses with an approved Stewardship Plan requiring more than 15 acres shall attain the final approved size sequentially. After the first 15 cleared acres is operational, each subsequent clearing shall not occur until the previous clearing is operational.</p>	
<p>Chapter 350-81-032(6)(r)</p> <p>In the Special Management Area, on lands designated Agriculture, Forest, or Public Recreation, forest practices pursuant to 350-81-270(2)(y).</p>	<p>Chapter 250-81-270(2)(y)</p> <p>Forest practices in accordance with an approved forest practices application (see 350-81-032) and subject to the additional guidelines in 350-81-270.</p> <p>The criteria are too voluminous to list here. Please refer directly to the Administrative Rules.</p> <p>(iv) If the treatment is proposed to deviate from the snag and down wood requirements based on forest health or ecosystem function requirements, a Stewardship Plan shall be required and shall show and prove why a deviation from the snag and down wood requirements is required.</p>	N/A
<p>Chapter 350-81-032(6)(s)</p> <p>In the Special Management Area, on lands designated Open Space, any new use or development, pursuant to 350-81-340(4).</p>	<p>Chapter 350-81-340(4)</p> <p>(4) An Open Space plan shall be completed by the primary managing agency or landowner prior to any new land uses or development on lands designated SMA-Open Space, and shall be reviewed by the Forest Service. The Open Space plan shall</p>	N/A

	<p>include the following:</p> <p>(a) Direction for resource protection, enhancement, and management.</p> <p>(b) Review of existing uses to determine compatibility with Open Space values.</p> <p>(c) Consultation with members of the public and with agency and resource specialists.</p>	
<p>Chapter 350-81-032(6)(t)</p> <p>In the General Management Area, on lands designated Agriculture-Special, a single-family dwelling pursuant to 350-81-232(1)(g).</p>	<p>Chapter 350-81-232(1)(g)</p> <p>The following uses may be allowed on lands designated Agriculture-Special, subject to compliance with guidelines for the protection of scenic, natural, cultural, and recreation resources (350-81-520 through 350-81-620) and "Approval Criteria for Review Uses on Lands Designated Agriculture-Special" (350-81-234).</p> <p>(g) Single-family dwellings that are not in conjunction with agricultural use, if a landowner demonstrates that (1) the dwelling cannot be constructed on a portion of the parcel that is located outside of the natural area, and (2) the dwelling is sited and designed in a manner that minimizes adverse effects to the natural area. All dwellings shall meet the criteria in 350-81-190(1)(q). The buffer guidelines for non-agricultural dwellings (350-81-076) may be waived if they would prevent the optimum siting of a dwelling.</p>	<p>N/A</p>
<p>Chapter 350-81-032(6)(u)</p> <p>In the Special Management Area, on lands designated Agriculture, Forest, or Public Recreation, a single-family dwelling necessary and accessory to agricultural use, pursuant to 350-81-190(2)(c).</p>	<p>Chapter 350-81-190(2)(c)</p> <p>The farm or ranch is a commercial agricultural enterprise as determined by an evaluation of the following factors:  Size of the entire farm or ranch, including all land in the same ownership.  (ii) Type(s) of agricultural uses (crops, livestock) and acreage.  (iii) Operational requirements for the particular agricultural use that are common to other agricultural operations in the area.</p>	<p>N/A</p>

	<p>(iv) Income capability. The farm or ranch, and all its constituent parcels, must be capable of producing at least \$40,000 in gross annual income. This determination can be made using the following formula: <math>(A)(B)(C)=I</math> where A=Average yield of the commodity per acre or unit of production; B=Average price of the commodity; C=Total acres suitable for production, or total units of production that can be sustained, on the subject farm or ranch; I=Income capability.</p>	
<p>Chapter 350-81-032(6)(v)</p> <p>In the Special Management Area, on lands designated Agriculture, Forest, or Public Recreation, farm labor housing, pursuant to 350-81-190(2)(d).</p>	<p>Chapter 350-81-190(2)(d)</p> <p>(d) Farm labor housing on a parcel with an existing dwelling under the following conditions:</p> <p>The proposed housing is necessary and accessory to a current agricultural use, and the operation is a commercial agricultural enterprise as determined by 350-81-190(2)(c)(C).</p> <p>The housing shall be seasonal, unless it is shown that an additional full-time dwelling is necessary for the current agricultural use. Seasonal use shall not exceed 9 months.</p> <p>The housing shall be located to minimize the conversion of lands capable of production of farm crops and livestock, and shall not force a significant change in or significantly increase the cost of accepted agricultural uses employed on nearby lands devoted to agricultural uses.</p> <p>Minimum parcel size of 40 contiguous acres.</p>	<p>N/A</p>
<p>Chapter 350-81-032(6)(w)</p> <p>In the General Management Area, on lands designated Small Woodland, a single family dwelling pursuant to 350-81-270(1)(b).</p>	<p>Chapter 350-81-270(1)(b)</p> <p>On lands designated Small Woodland, one single-family dwelling on a legally created parcel upon the parcel's enrollment in the appropriate state's forest assessment program. Upon a showing that a parcel cannot qualify, a parcel is entitled to one single-family dwelling. In either case, the location of a dwelling shall comply with the "Approval Criteria for the Siting of Dwellings on Forest Land" (350-81-310) and "Approval Criteria for Fire Protection" (350-81-300). A declaration shall be signed by the landowner and recorded into county deeds and records</p>	<p>N/A</p>

	specifying that the owners, successors, heirs, and assigns of the subject parcel are aware that adjacent and nearby operators are entitled to carry on accepted farm or forest practices on lands designated Commercial Forest Land, Large or Small Woodland, or Large-Scale or Small-Scale Agriculture.	
Chapter 350-81-032(6)(x)  In the General Management Area, on lands designated Commercial Forest, Large Woodland, or Small Woodland, a single-family dwelling in conjunction with agricultural use pursuant to 350-81-270(1)(c).	Chapter 350-81-270(1)(c)  (c) One single-family dwelling if shown to be in conjunction with and substantially contributing to the current agricultural use of a farm. Guideline 350-81-190(1)(h) shall be used to determine whether a dwelling is a farm dwelling. The siting of the dwelling shall comply with the "Approval Criteria for Fire Protection" in 350-81-300.	N/A
Chapter 350-81-032(6)(y)  In the General Management Area, on lands designated Commercial Forest, Large Woodland, or Small Woodland, agricultural labor housing, pursuant to 350-81-270(1)(s) and on lands designated Large-Scale Agriculture or Small-Scale Agriculture, pursuant to 350-81-190(1)(p).	Chapter 350-81-270(1)(s)  Agricultural labor housing, under the following conditions:  (A) The proposed housing is necessary and accessory to a current agricultural use.  (B) The housing shall be seasonal, unless it is shown that an additional full-time dwelling is necessary to the current agricultural use of the subject agricultural unit. Seasonal use shall not exceed 9 months.  The housing shall be located to minimize the conversion of lands capable of production of farm crops and livestock, and shall not force a significant change in or significantly increase the cost of accepted agricultural practices employed on nearby lands devoted to agricultural use.  Chapter 350-81-190(1)(p)  (p) Agricultural labor housing, under the following conditions:  (A) The proposed housing is	N/A

	<p>necessary and accessory to a current agricultural use.</p> <p>(B) The housing shall be seasonal, unless it is shown that an additional full-time dwelling is necessary to the current agricultural use of the subject farm or ranch unit. Seasonal use shall not exceed 9 months.</p> <p>(C) The housing shall be located to minimize the conversion of lands capable of production of farm crops or livestock, and shall not force a significant change in or significantly increase the cost of accepted agricultural practices employed on nearby lands devoted to agricultural use.</p>	
<p>Chapter 350-81-032(6)(z)</p> <p>In the General Management Area, on lands designated Agriculture-Special, new livestock grazing, new fences, livestock watering facilities, and corrals; or soil, water, and vegetation conservation activities, pursuant to 350-81-240.</p>	<p>Chapter 350-81-240</p> <p>Range Conservation Plans</p> <p>If a range conservation plan is required before a use is allowed, it shall be prepared by landowners in cooperation with range scientists from local conservation districts. Specialists from the Oregon or Washington Natural Heritage Program should be consulted while the plan is being prepared.</p> <p>Range conservation plans shall ensure that new uses do not adversely affect natural areas. They shall accomplish the following goals:</p> <p>(a) Maintain native rangeland that is in excellent or good condition; enhance rangeland that is in fair or poor condition.</p> <p>(b) Preserve native trees and shrubs.</p> <p>(c) Reestablish native grasses in degraded areas that have been invaded by non-native plants and weeds.</p> <p>Range conservation plans shall include the following elements:</p> <p>(a) Range inventory. This shall include existing composition, carrying capacity, and</p>	<p>N/A</p>

	<p>condition of rangeland; the location of rare plants and non-native weeds; and existing fences, watering ponds, and other range improvements.</p> <p>(b) Rehabilitation plan. This shall include actions that will be taken to rehabilitate native rangeland that is in fair or poor condition, such as weed and soil erosion control, seeding, and prescribed burning.</p> <p>(c) Livestock management plan. This shall include the grazing system that will be used, including number and size of pastures, expected livestock numbers, and grazing/deferral periods and sequence. Management plans shall project livestock movements for at least 3 years.</p> <p>(d) Monitoring program. This shall track the annual progress of the conservation plan and condition of the range. Monitoring techniques shall be described, such as line transects or photographic plots.</p>	
<p>Chapter 350-81-032(6)(aa)</p> <p>In the General Management and Special Management Area, agricultural buildings, pursuant to 350-81-090(2).</p>	<p>Chapter 350-81-090(2)</p> <p>To satisfy 350-81-090(1), applicants shall submit the following information with their land use application:  A description of the size and characteristics of current agricultural use.</p> <p>An agricultural plan for any proposed agricultural use that specifies agricultural use (e.g., crops, livestock, products), agricultural areas and acreages (e.g., fields, pastures, enclosures), agricultural structures (e.g., irrigation systems, wind machines, storage bins) and schedules (e.g., plowing, planting, grazing).</p> <p>A floor plan showing intended uses of the agricultural building (e.g., space for equipment, supplies, agricultural products, livestock).</p>	<p>N/A</p>

<p>Chapter 350-81-032(6)(bb)</p> <p>Other uses as deemed necessary by the Executive Director.</p>		<p>N/A</p>
<p>Chapter 350-81-032(7)</p> <p>Completed application forms shall be submitted directly to the office of the Columbia River Gorge Commission.</p>		<p><i>All completed application forms generally include this form and a detailed site plan. Please submit both a digital and paper copy of each.</i></p>

Please note that additional information may be required as the application is researched and analyzed for consistency with other applicable sections of the Columbia River Gorge Commission Administrative Rules.

**SECOND AMENDMENT TO THE COMMUNICATIONS SITE LEASE AGREEMENT**

**THIS SECOND AMENDMENT TO THE COMMUNICATION SITE LEASE AGREEMENT** ("Amendment") is made to that certain **COMMUNICATION SITE LEASE AGREEMENT** dated September 3, 1998 (the "Agreement") by and between Wendy Hall, who acquired title as Wendy D. Jaekel, subject to the presumptive community interest of her spouse, Scott A. Hall ("Lessor"), and **TOWER ASSET SUB, INC.**, a Delaware corporation, located at 100 Regency Forest Drive, Suite 400, Cary, North Carolina 27511 ("Lessee"), successor in interest to **NEXTEL WEST CORP.**, a Delaware corporation, d/b/a/ Nextel Communications ("Nextel").

WHEREAS, Lessor and Nextel, entered into the Agreement, whereby Lessor leased to Nextel certain real property, together with the easements for ingress and egress and the installation and maintenance of utilities (collectively referred to as the "Premises"), for the construction, operation, and maintenance of a tower and other facilities on the Premises; and

WHEREAS, pursuant to the Agreement and Plan of Merger dated February 10, 1999, together with the Assignment of Leases and that certain Merger Agreement each dated August 15, 2000, Nextel, in accordance with the Agreement, transferred this Agreement and the tower facilities to Tower Parent Co. ("Parent Co."), which subsequently transferred the Agreement and tower facilities to Lessee, whereupon Lessee succeeded to the rights, duties and obligations under the Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Lessor and Lessee hereby agree as follows:

1. Any capitalized terms used in this Amendment that are not defined herein shall have the meanings given those terms in the Agreement.
2. That Exhibit B-1 is hereby deleted in its entirety and replaced by Exhibit B-2 (Revised) attached hereto, and any reference in the Agreement to Exhibit B-1 shall be deemed to refer to Exhibit B-2 (Revised). Lessee may replace such exhibit with a survey and legal description once obtained by the Lessee.
3. That Paragraph 1 of the Agreement is hereby deleted in its entirety and replaced with the following Paragraph:

"1. Premises. Lessor is the owner of a parcel of land (the "Land") located in the City of Goldendale, County of Klickitat, State of Washington, commonly known as Assessor's Parcel No. 02-15-0300-0006. The Land is more particularly described in Exhibit A1 and Exhibit A2 annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor approximately ten thousand square feet (10,000) of the Land and all access utilities and easements, if any, (the "Premises") as described in Exhibit B-2 (Revised) annexed hereto. Lessee may replace such exhibit with a survey and legal description once obtained by the Lessee."

Tower Asset Sub, Inc.

Site No. NXTL WA 0014  
Site Name: Haystack

4. That Paragraph 5 of the Agreement is hereby deleted in its entirety and replaced with the following Paragraph:

**"5. Rent.**

(a) Within fifteen (15) days of the Commencement Date and on the first day of each month thereafter, Lessee shall pay to Lessor as rent [REDACTED] per month ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Lessor at P.O., Box 111, Wishram, Wa 98673; Attention Scott Hall.

(b) Beginning on May 1, 2001 the Rent payable to Lessor shall increase to [REDACTED]

(c) Rent shall be increased on each anniversary of the Commencement Date by an amount equal to any percentage increase which occurred in the Consumer Price Index ("CPI") for "All Items - All Urban Consumers" for the Portland Metropolitan Statistical Area during the preceding year period. However, such increase shall not [REDACTED] the Rent in effect during the previous year. "

5. That Paragraph 14 of the Agreement is hereby deleted in its entirety and replaced with the following Paragraph:

**"14. Assignment and Subletting.** Lessee may assign this Agreement to an entity upon written notification to Lessor by Lessee, subject to the assignee assuming all of Lessee's obligations herein. Upon assignment, Lessee shall be relieved of all future performance, liabilities, and obligations under this Agreement. Lessee shall have the right to sublet or license the Premises or any portion thereof without Lessor's consent. Lessee shall notify Lessor within a reasonable time, of any co-locators being added or being removed from the Premises. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of the Lessor's obligations herein, including but not limited to, those set forth in Paragraph 9 ("Waiver of Lessor's Lien") above. This Agreement shall run with the property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent, its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect or guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers, acceptances and similar facilities or in respect of guaranties thereof."

6. That a Paragraph 19 be added to the Agreement containing the following paragraph:

**"19. Azimuth Easements.** Lessor grants to Lessee easements across the Land for access to install, repair and maintain guy wires, guy anchors and guy enclosures ("Azimuth Easements"). Such Azimuth Easements shall encompass that area of the Land, the width and length of which shall be sufficient for the construction of Lessee Facilities as described in the Lease, and as more fully described in Exhibit B-2 (Revised) annexed hereto. Lessor acknowledges that the right of access to the Azimuth Easements shall include the right by Lessee to clear any underbrush or

vegetation adjacent to the Azimuth Easements which may block access to the Azimuth Easements."

- 7. **Memorandum of Agreement:** This Amendment may not be recorded. However, within thirty (30) days of Lessee's written request, Lessor shall execute a memorandum of lease, in form and content acceptable to Lessee, which may be recorded.
- 8. **Full Force and Effect:** Except as modified herein, the Agreement is hereby affirmed and remains unchanged and in full force and effect.
- 9. **Effective Date:** The Effective Date of this Amendment shall be May 1, 2001.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the 25 day of April, 2001.

**LESSOR:**

WENDY HALL, who acquired title as WENDY D. JAEKEL, subject to the presumptive community interest of her spouse, SCOTT A. HALL

By: Wendy D. Hall  
Name: WENDY HALL

Date: 4-25-01

By: Scott A. Hall  
Name: SCOTT A. HALL

Date: 4-25-01

**LESSEE:**

TOWER ASSET SUB, INC.,  
a Delaware corporation

By: John F. Ricci  
Name: JOHN F. RICCI  
Title: Vice President

Date: 4/29/01

**ACKNOWLEDGMENT**

State of Washington )  
County of Klickitat ) ss.

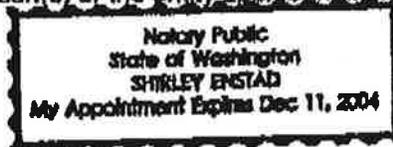
On April 25 2001, before me, Shirley Enstad, Notary Public, personally appeared Scott A. Hall.

personally known to me -or-  
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s) or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Shirley Enstad  
Notary Public



My commission expires: 12-11-04

**NOTARY SEAL**

**ACKNOWLEDGMENT**

State of Washington )  
County of Klickitat ) ss.

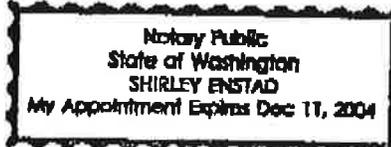
On April 25, 2001, before me, Shirley Enstad Notary Public, personally appeared Wendy D Hall.

personally known to me -or-  
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s) or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Shirley Enstad  
Notary Public



My commission expires: 12-11-04

**NOTARY SEAL**

Tower Asset Sub, Inc.

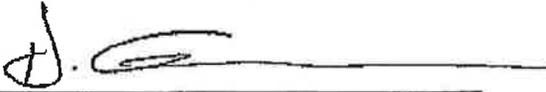
Site No. NXL WA 0014  
Site Name: Haystack

**ACKNOWLEDGMENT**

State of California )  
 ) ss.  
County of Contra Costa )

On 4/29, 2001, before me, H. Ray Gervacio, Notary Public, personally appeared John F. Ricci, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



\_\_\_\_\_  
Name of Notary

**NOTARY SEAL**



My commission expires: 12/23/04

**EXHIBIT "B-2"**

**Description of Premises**

Approximate 100' x 100' portion of land plus easements for access utilities as shown on attached drawing and on the attached Site Sketch. Exact legal description and location to be determined by survey.

**SEE ATTACHED**



Lessor Initials: SAH  
Lessee Initials: JPL

**Notes:**

1. This Exhibit, including Site Sketch, may be replaced by a land survey of the Premises once received by Lessee.
2. The locations of the fence line, tower base, or other improvements are illustrative only.

Tower Asset Sub, Inc.

Site No. NXTL WA 0014  
Site Name: Haystack

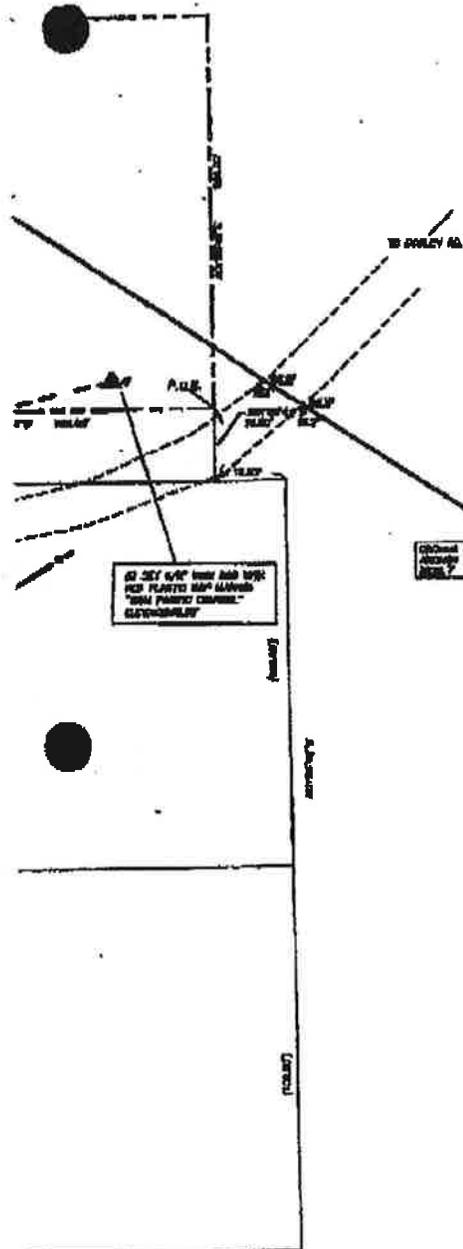












**SITE DESCRIPTION: (PER COLUMBIA TITLE COMPANY, FILE NO. 11887)**

IN COUNTY OF KENT, STATE OF WASHINGTON.

THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 16 EAST, IN THE WILLAMETTE MERIDIAN IN THE COUNTY OF KENT AND STATE OF WASHINGTON.

DESCRIPTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3.

ALSO DESCRIBED THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3.

**SPECIAL DESCRIPTIONS:**

1. INTEREST RELAY SYSTEM RIGHT OF WAY GRANTED TO COLUMBIA-THEMATIC INSURANCE AND INVESTMENT COMPANY APPROVED APRIL 8, 1970, PURSUANT TO THE ACT OF FEBRUARY 15, 1948, AS AMENDED BY ACTS RECEIVED MARCH 18, 1950 AND MARCH 14, 1954 IN KENT COUNTY PLAT NO. 11887.

2. REPRESENTATIVE OF ALL OF, AND FOR OTHER PURPOSES AS PROVIDED IN PLAT NO. 11887, RECORDS MARCH 18, 1950 AND MARCH 14, 1954, KENT COUNTY PLAT NO. 11887.

3. ACROSS FROM SAID SYSTEM, INCLUDING THE BENCH AND PROVISIONS THEREIN, IN FAVOR OF THE UNITED STATES OF AMERICA, RECORDS MARCH 25, 1951 BY ACTS THE SAME DAY, SURVEY FILE NO. 10000, KENT COUNTY DEED RECORDS.

4. RIGHT OF WAY EASEMENT FOR UTILITIES, INCLUDING THE BENCH AND PROVISIONS THEREIN, IN FAVOR OF PUBLIC UTILITY DISTRICT NO. 1 FOR KENT COUNTY, RECORDS MARCH 25, 1951 BY ACTS THE SAME DAY, IN SURVEY'S FILE NO. 10000, KENT COUNTY DEED RECORDS.

5. EASEMENT, INCLUDING THE BENCH AND PROVISIONS THEREIN, IN FAVOR OF KENT COUNTY, RECORDS MARCH 25, 1951 BY ACTS THE SAME DAY, IN SURVEY'S FILE NO. 10000, KENT COUNTY DEED RECORDS.

6. ACCESS EASEMENT, INCLUDING THE BENCH AND PROVISIONS THEREIN, IN FAVOR OF FOR / CORPORATION, RECORDS MARCH 25, 1951, SURVEY'S FILE NO. 10000, KENT COUNTY DEED RECORDS.

**NOTES:**

1. SURVEY ACCORD TO SURVEYING FOR BLANK RECORDING SYSTEM OF LAND, SOUTH HALF AND SOUTHWEST QUARTER OF ONE SECTION, AND ONE CORNER SYSTEM, TOWNSHIP 3 NORTH, RANGE 16 EAST, KENT COUNTY, WASHINGTON, RECORDS MARCH 25, 1951 BY ACTS THE SAME DAY, SURVEY FILE NO. 10000, KENT COUNTY DEED RECORDS.
2. THIS RECORDS ADMITS TO SAID ADJUTANT (PREVIOUS SAID) - SURVEY AREA TO, SURVEY AREA TO - 10000 FT.
3. ADJUTANTS AND BENCHES BY THIS SURVEY (FIELD AND CORNER STATION SURVEY).
4. THIS IS NOT A SURVEY SURVEY, INCLUDING AND EXCLUDING INFORMATION THAT BEEN OBTAINED FROM SURVEYING OPERATIONS IN COLUMBIA TITLE COMPANY PRELIMINARY REPORT FOR THE 1978 DATED OCTOBER 8, 1978 AND A SURVEY PREPARED FOR SAID, SURVEY'S NO. 10000 IN BOOK 2 OF SURVEY, PAGE 20, KENT COUNTY DEED RECORDS, STATE OF WASHINGTON.
5. SURVEY'S NO. 10000 AS DESCRIBED BETWEEN WITH PUBLIC UTILITY DISTRICT NO. 1 FOR KENT COUNTY.
6. FIELD SAID SURVEYED BY THIS SURVEY OR SURVEY'S NO. 10000 AND REFERENCED AS 10000.

**PROPOSED NEXTEL LEASE AREA DESCRIPTION:**

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 16 EAST, IN THE WILLAMETTE MERIDIAN, BEING A PORTION OF THAT TRACT DESCRIBED BY THE PRELIMINARY TITLE REPORT BY COLUMBIA TITLE COMPANY, FILE NO. 11887, DATED OCTOBER 8, 2000, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SECTION 3, SAID POINT BEING THE NORTHEAST CORNER OF A 6.25 ACRES RURAL LEASE SOLE AS LESSEE OF A SURVEY RECEIVED AS SURVEY'S NO. 10000 (BOOK 2, PAGE 20) KENT COUNTY DEED RECORDS;

THENCE NORTH 89°57'00" EAST ALONG THE SOUTH LINE OF SAID SECTION 3, 1750.00 FEET TO THE NORTHEAST CORNER OF THE SAID RURAL LEASE SOLE AS LESSEE OF SAID SURVEY;

THENCE ALONG THE EAST LINE OF SAID RURAL LEASE SOLE AS LESSEE OF SAID SURVEY 100.00 FEET;

THENCE ALONG THE SOUTH LINE OF SAID RURAL LEASE SOLE AS LESSEE OF SAID SURVEY 100.00 FEET;

THENCE NORTH 89°57'00" WEST 100.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°57'00" WEST 100.00 FEET;

THENCE NORTH 89°57'00" WEST 100.00 FEET;

THENCE NORTH 89°57'00" WEST 100.00 FEET;

THENCE NORTH 89°57'00" WEST 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 100.00 ACRES MORE OR LESS.

**PROPOSED ACCESS EASEMENT DESCRIPTION:**

A STRIP OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 16 EAST, IN THE WILLAMETTE MERIDIAN, BEING A PORTION OF THAT TRACT DESCRIBED BY THE PRELIMINARY TITLE REPORT BY COLUMBIA TITLE COMPANY, FILE NO. 11887, DATED OCTOBER 8, 2000, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 16 EAST, IN THE WILLAMETTE MERIDIAN, BEING A PORTION OF THAT TRACT DESCRIBED BY THE PRELIMINARY TITLE REPORT BY COLUMBIA TITLE COMPANY, FILE NO. 11887, DATED OCTOBER 8, 2000, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AND ADJACENT LAND TO THE PROPOSED NEXTEL LEASE AREA.

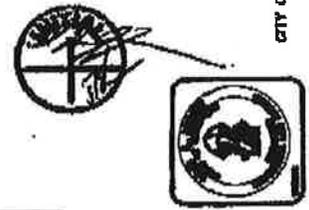
**REFERENCES:**

- COLUMBIA TITLE COMPANY PRELIMINARY COMPANION FILE NO. 11887, DATED OCTOBER 8, 2000.
- SURVEY'S NO. 10000 (BOOK 2, PAGE 20) KENT COUNTY DEED RECORDS.

**HIPACIFIC**  
 1100 11TH AVENUE  
 SEASIDE, OREGON 97138  
 (503) 636-0468

STATE OF WASHINGTON  
 KING COUNTY

NEXTEL  
 HAYSTACK/HALL (WA 206-3)  
 TOPOGRAPHIC SURVEY



4/16/01 JLB REVERSE LEASE AREA  
 ONE 1/2

BY COLUMBIA TITLE COMPANY  
 SURVEYOR AT LARGE  
 1100 11TH AVENUE  
 SEASIDE, OREGON 97138  
 503-636-0468  
 4/16/01 JLB REVERSE LEASE AREA  
 ONE 1/2







HAYS DICK

AMENDMENT NO. 1

This Amendment is attached to and made a part of the Communications Site Lease Agreement ("Agreement") dated September 3, 1998, by and between NEXTEL WEST CORP., a Delaware corporation, d/b/a Nextel Communications, (herein called "Lessee") and Arthur N. Jaekel, as to a Life Estate, and Wendy Hall, who acquired title as Wendy D. Jaekel, subject to the presumptive community interest of her spouse, Scott A. Hall, (herein called "Lessor").

In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions herein shall control. Except as set forth below, all provisions of the Agreement remain unchanged and in full force and effect.

NOW, THEREFORE, in consideration of the sums contained in the Agreement and the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. From and after the date this Amendment is fully executed, the Exhibit B of the Agreement is hereby deleted in its entirety and is superseded by the Exhibits B1 attached hereto. The purpose of this amendment is to relocate the twelve-foot (12') wide ingress and egress easement so that access shall run from the existing road to the southeast corner of the leased premises, as shown on the attached exhibits.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the 5 day of August, 1999.

LESSOR:

Arthur N. Jaekel, as to a Life Estate, and Wendy Hall, who acquired title as Wendy D. Jaekel, subject to the presumptive community interest of her spouse, Scott A. Hall

LESSEE:

NEXTEL WEST CORP.,  
a Delaware corporation,  
d/b/a Nextel Communications

By: Arthur N. Jaekel  
Arthur N. Jaekel

By: Mark B. Nelson

Date: 10/28/98

Title: Mark B. Nelson  
Vice President of Engineering & Operations

Date: August 5, 1999

By: Wendy D. Jaekel Hall  
Wendy D. Jaekel Hall

Date: 10/28/98

By: Scott A. Hall  
Scott A. Hall

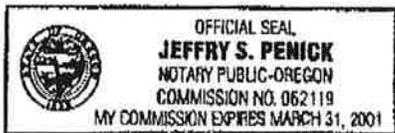
Date: 10-28-98

**ACKNOWLEDGEMENTS**  
**ALL SIGNATURES MUST BE ACKNOWLEDGED**

STATE of OREGON )  
COUNTY of WASCO ) ss:

On this 28<sup>TH</sup> day of October, 1998, before me a Notary Public, personally appeared **ARTHUR N. JAEKEL, WENDY D. JAEKEL HALL and SCOTT A. HALL**, known to me to be the individuals who executed the within and foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed for the uses and purposes therein described.

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



Jeffery S. Penick  
NOTARY PUBLIC in and for the  
State of Oregon  
My commission expires 3/31/01

STATE OF Washington )  
COUNTY OF King ) ss.

On this 5th day of August, 1999, personally appeared before me Mark R. Nelson to me known to be the Vice President, Nextel West Corporation of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

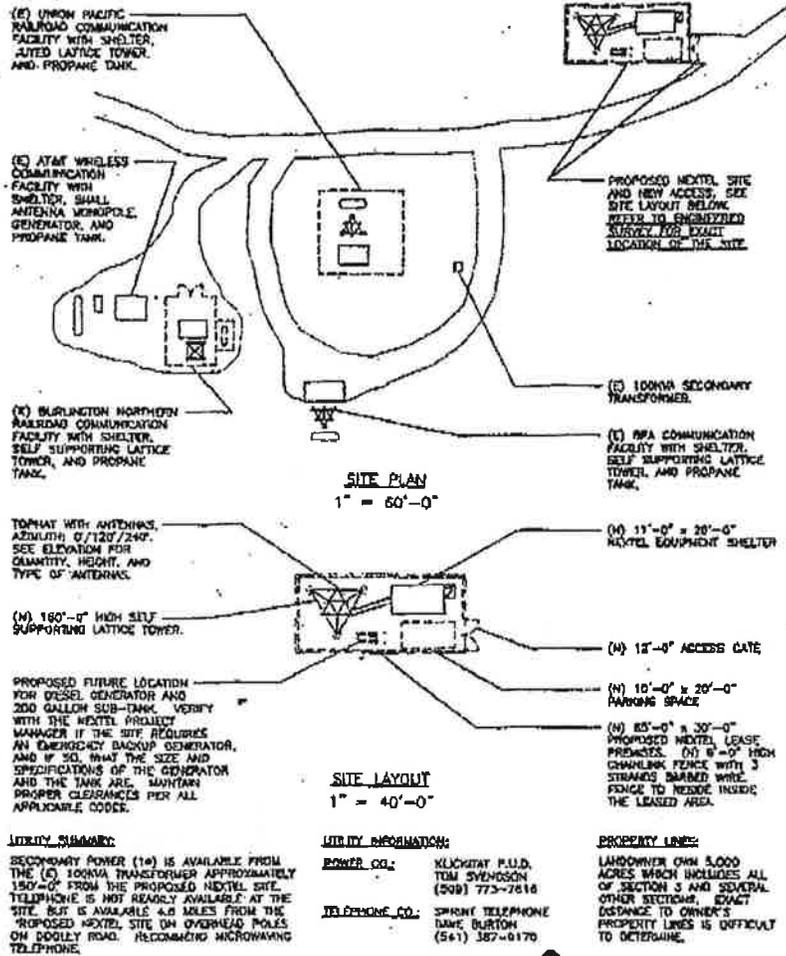
Kasey D. Sebastian  
Notary Public in and for State of Washington  
Kasey D. Sebastian  
Name Printed  
My appointment expires: 5/16/00

EXHIBIT B1

DESCRIPTION OF PREMISES

to the Agreement dated \_\_\_\_\_, 1998, by and between Arthur N. Jaekel, as to a Life Estate, and Wendy Hall, who acquired title as Wendy D. Jaekel, subject to the presumptive community interest of her spouse, Scott A. Hall, as Lessor, and NEXTEL WEST CORP., a Delaware corporation, d/b/a Nextel Communications as Lessee.

The Premises are described and/or depicted as follows (metes and bounds description):



**UTILITY SUMMARY:**  
 SECONDARY POWER (10) IS AVAILABLE FROM THE (E) 100KVA TRANSFORMER APPROXIMATELY 150'-0" FROM THE PROPOSED NEXTEL SITE. TELEPHONE IS NOT READILY AVAILABLE AT THE SITE, BUT IS AVAILABLE 4.8 MILES FROM THE PROPOSED NEXTEL SITE ON OVERHEAD POLES ON DOOLEY ROAD. RECOMMEND MICROWAVE TELEPHONE.

**UTILITY INFORMATION:**  
**POWER CO.:** KLUCKITAT P.L.L.C. TOM SVENDSON (508) 773-7618  
**TELEPHONE CO.:** SPRINT TELEPHONE DAVE BURTON (561) 387-0170

**PROPERTY LINES:**  
 LANDOWNER OWNS 3,000 ACRES WHICH INCLUDES ALL OF SECTION 3 AND SEVERAL OTHER SECTIONS. EXACT DISTANCE TO OWNER'S PROPERTY LINES IS DIFFICULT TO DETERMINE.

Notes:

- This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
- Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
- Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
- The type, number and mounting positions and locations of antennas and transmissin lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

Initials  
 A.N.J.  
 W.H.  
 J.K.H.  
 W.H.

**COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)**  
(Washington)

This Lease Agreement ("Agreement") is entered into this 3<sup>RD</sup> day of SEPT., 1998, between Nextel West Corp., a Delaware corporation, dba Nextel Communications ("Lessee"), and Arthur N. Jaekel, as to a Life Estate, and Wendy Hall, who acquired title as Wendy D. Jaekel, subject to the presumptive community interest of her spouse, Scott A. Hall ("Lessor").

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Lessor is the owner of a parcel of land (the "Land") located in the City of Goldendale, County of Klickitat, State of Washington, commonly known as Assessor's Parcel No. 02-15-0300-0006. The Land is more particularly described in Exhibit A1 and A2 annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor, approximately one thousand five hundred seventy-five (1,575) square feet of the Land and all access and utility easements, if any, (the "Premises") as described in Exhibit B annexed hereto.

2. **Use.** The Premises may be used by Lessee for any activity in connection with the provision of communications services. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.

3. **Tests and Construction.** Lessee shall have the right at any time following the full execution of this Agreement to enter upon the Land for the purpose of making appropriate engineering and boundary surveys, inspections, soil test borings, other reasonably necessary tests and constructing the Lessee Facilities (as defined in Paragraph 6(a) below).

4. **Term.** The term of this Agreement shall be five (5) years commencing eighteen (18) months after full execution or upon the start of construction of Lessee Facilities, whichever first occurs ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in Paragraph 10. Lessee shall have the right to extend the Term for five (5) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding Renewal Term.

5. **Rent.**

(a) Within fifteen (15) days of the Commencement Date and on the first day of each month thereafter, Lessee shall pay to Lessor as rent [REDACTED] Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Lessor at P. O. Box 111, Wishram, WA 98673; Attention: Scott Hall.

(b) On each anniversary of the Commencement Date, Lessee shall pay the then current Rent, increased by any percentage increase which occurred in the Consumer Price Index ("CPI") for "All Items - All Urban Consumers" for the Portland Metropolitan Statistical Area during the preceding year period. However, such increase shall not exceed five percent [REDACTED] during the previous year.

6. **Facilities; Utilities; Access.**

(a) Lessee has the right to erect, maintain and operate on the Premises radio communications facilities, including without limitation an antenna tower or pole and foundation, utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas, supporting equipment and structures thereto ("Lessee Facilities"). In connection therewith, Lessee has the right to do all work

necessary to prepare, maintain and alter the Premises for Lessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Title to the Lessee Facilities shall be held by Lessee. All of Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all Lessee Facilities at its sole expense on or before the expiration or earlier termination of the Agreement; provided, Lessee repairs any damage to the Premises caused by such removal. Upon termination of this Agreement, Lessee shall not be required to remove any foundation more than one (1) foot below grade level.

(b) Lessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Lessee shall have the right to draw electricity and other utilities from the existing utilities on the Land or obtain separate utility service from any utility company that will provide service to the Land (including a standby power generator for Lessee's exclusive use). Lessor agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Premises, including the grant to Lessee or to the servicing utility company at no cost to the Lessee, of an easement in, over across or through the Land as required by such servicing utility company to provide utility services as provided herein. Any easement necessary for such power or other utilities will be at a location acceptable to Lessor and the servicing utility company.

(c) Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. Lessor grants to Lessee, and its agents, employees, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Land described in Exhibit B.

(d) Lessor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Lessor shall be responsible for maintaining and repairing such roadway, at its sole expense, except for any damage caused by Lessee's use of such roadways.

#### 7. Interference.

(a) Lessee shall operate the Lessee Facilities in a manner that will not cause interference to Lessor and other lessees or licensees of the Land, provided that their installations predate that of the Lessee Facilities. All operations by Lessee shall be in compliance with all Federal Communications Commission ("FCC") requirements.

(b) Subsequent to the installation of the Lessee Facilities, Lessor shall not permit itself, its lessees or licensees to install new equipment on the Land or property contiguous thereto owned or controlled by Lessor, if such equipment is likely to cause interference with Lessee's operations. Such interference shall be deemed a material breach by Lessor. In the event interference occurs, Lessor agrees to take all reasonable steps necessary to eliminate such interference, in a reasonable time period.

8. Taxes. If personal property taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Lessee Facilities. Lessor shall pay all real property taxes, assessments and deferred taxes on the Land.

#### 9. Waiver of Lessor's Lien.

(a) Lessor waives any lien rights it may have concerning the Lessee Facilities which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

(b) Lessor acknowledges that Lessee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Lessee Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution.

foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. **Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of notice; or (ii) by Lessee for any reason or for no reason, provided Lessee delivers written notice of early termination to Lessor no later than thirty (30) days prior to the Commencement Date; or (iii) by Lessee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of Lessee Facilities; or (iv) by Lessee if Lessee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (v) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference.

11. **Destruction or Condemnation.** If the Premises or Lessee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. **Insurance.** Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Lessee Facilities, bodily injury and property damage insurance with a combined single limit of a [REDACTED] occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises, all as provided for herein. Lessor shall be named as an additional insured on Lessee's policy. Lessee shall provide to Lessor a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date.

13. **Waiver of Subrogation.** Lessor and Lessee release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Premises or to the Lessee Facilities thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Lessor and Lessee shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Lessor nor Lessee shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Paragraph 12.

14. **Assignment and Subletting.** Lessee may assign this Agreement to an entity upon written notification to Lessor by Lessee, subject to the assignee assuming all of Lessee's obligations herein. Upon assignment, Lessee shall be relieved of all future performance, liabilities, and obligations under this Agreement. Lessee shall not have the right to sublet or license the Premises or any portion thereof without Lessor's consent. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of the Lessor's obligations herein, including but not limited to, those set forth in Paragraph 9 ("Waiver of Lessor's Lien") above. This Agreement shall run with the property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent, its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof. (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers, acceptances and similar facilities or in respect of guaranties thereof.

15. **Warranty of Title and Quiet Enjoyment.** Lessor warrants that: (i) Lessor owns the Land in fee simple and has rights of access thereto and the Land is free and clear of all liens, encumbrances and restrictions; (ii) Lessor has full right to make and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee

paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises. Lessor agrees to indemnify and hold harmless Lessee from any and all claims on Lessee's leasehold interest.

16. Repairs. Lessee shall not be required to make any repairs to the Premises or Land unless such repairs shall be necessitated by reason of the default or neglect of Lessee. Except as set forth in Paragraph 6(a) above, upon expiration or termination hereof, Lessee shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted.

17. Hazardous Substances. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (defined below) on, under, about or within the Land in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Land is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

18. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Lessee:

Nextel West Corp.  
1750 112<sup>th</sup> Avenue NE, Suite C-100  
Bellevue, WA 98004  
Attn.: Property Manager

Lessor:

Scott Hall  
P. O. Box 111  
Wishram, WA 98620

With a copy to:

Nextel West Corp.  
1750 112<sup>th</sup> Avenue NE, Suite C-100  
Bellevue, WA 98004  
Attn.: System Development Mgr.

and a copy to:

Nextel Communications, Inc.  
1505 Farm Credit Drive  
McLean, Virginia 22102  
Attn: Legal Dept., Contracts Mgr.

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

(e) This Agreement shall be governed by the laws of the State of Washington.

(f) Lessor acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit C will be recorded by Lessee in the official records of the County where the Land is located. In the event the Land is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish to Lessee a non-disturbance and attornment instrument for each such mortgage or deed of trust.

(g) Lessee may obtain title insurance on its interest in the Land. Lessor shall cooperate by executing documentation required by the title insurance company.

(h) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(i) All Riders and Exhibits annexed hereto form material parts of this Agreement.

(j) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSEE

Nextel West Corp.,  
a Delaware Corporation  
dba Nextel Communications

By: Perry Saffelle  
Perry Saffelle

Title: Vice President

Date: September 21, 1998

LESSOR

Arthur N. Jaekel, as to a Life Estate, and Wendy Hall,  
who acquired title as Wendy D. Jaekel, subject to the  
presumptive community interest of her spouse, Scott A.  
Hall

By: Arthur N. Jaekel  
Arthur N. Jaekel

Date: 9/3/98

By: Wendy D. Jaekel - Hall  
Wendy D. Jaekel Hall

Date: 9/3/98

By: Scott A. Hall  
Scott A. Hall

Date: 9-2-98

Tax I.D. # 91-1635661



STATE OF Washington )  
 ) ss.  
COUNTY OF King )

On this 21st day of September, 1998, personally appeared before me Perry Satterlee to me known to be the Vice President, Nextel West Corporation of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ was authorized to execute said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Kasey D. Sebastian  
Notary Public in and for State of Washington,

Kasey D. Sebastian

Name Printed

My appointment expires: 5/1/00

EXHIBIT A1

DESCRIPTION OF LAND

to the Agreement dated Sept. 3, 1998, by and between Arthur N. Jaekel, as to a Life Estate, and Wendy Hall, who acquired title as Wendy D. Jaekel, subject to the presumptive community interest of her spouse, Scott A. Hall, as Lessor, and Nextel West Corp., a Delaware corporation, dba Nextel Communications as Lessee.

The Land, commonly known as Assessor's Parcel No. 02-15-0300-0006, is described and/or depicted as follows (metes and bounds description):

In Township 2N, Range 15 EWM

The SE 1/4<sup>th</sup> of Section 3;  
Except tract granted to Oregon-Washington Railroad and Navigation Company disclosed in U.S. Patent recorded March 15, 1966 under auditor's no. 121805;  
And except the N1/2 of the SW 1/4 of the SE 1/4 of the SE 1/4;  
And except the NE 1/4 of the SE 1/4 of the SW 1/4 of the SE 1/4 of said Section 3.

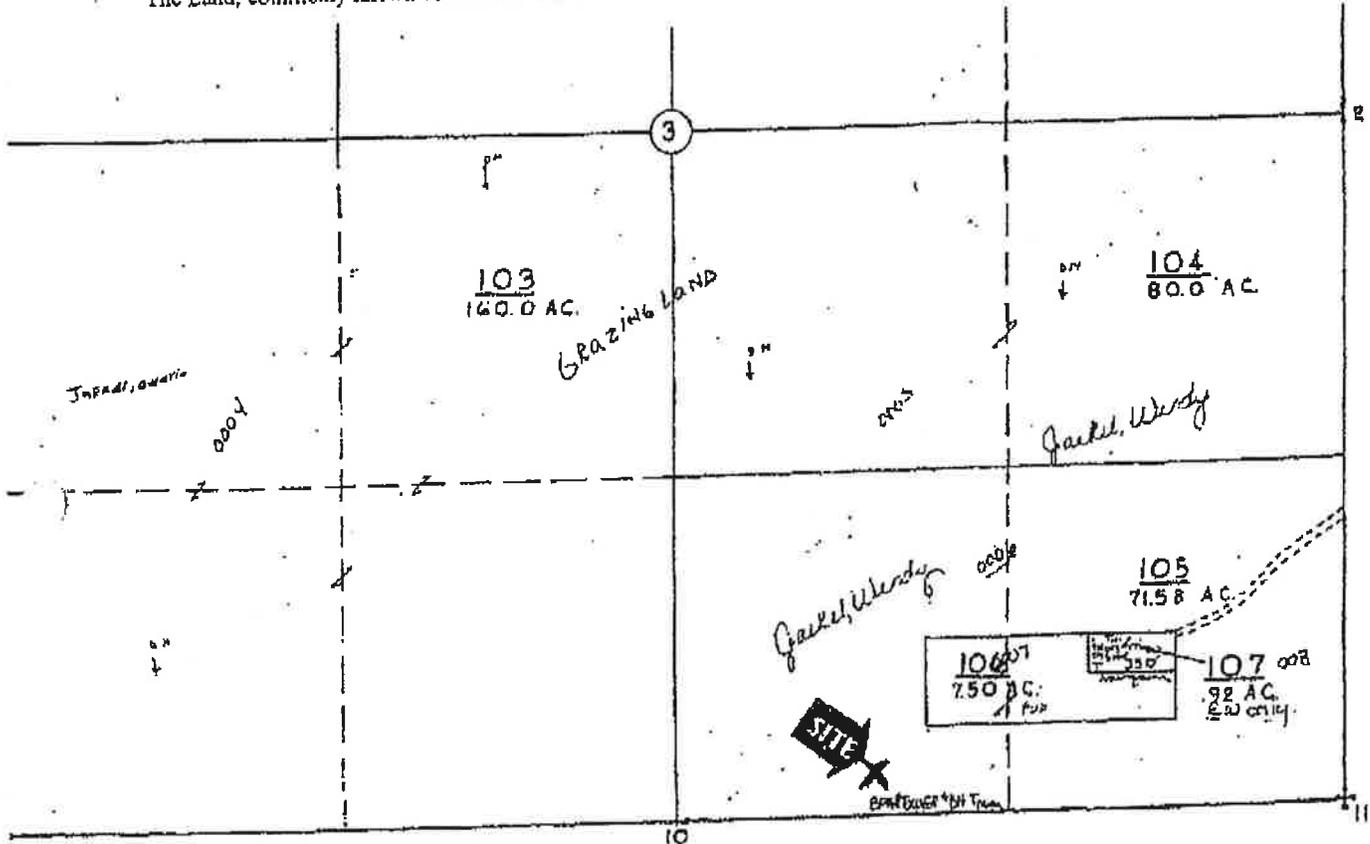
Initials
WJH
WAS
WAS
WAS

EXHIBIT A2

DESCRIPTION OF LAND

to the Agreement dated Sept. 3, 1998, by and between Arthur N. Jaekel, as to a Life Estate, and Wendy Hall, who acquired title as Wendy D. Jaekel, subject to the presumptive community interest of her spouse, Scott A. Hall, as Lessor, and Nextel West Corp., a Delaware corporation, dba Nextel Communications as Lessee.

The Land, commonly known as Assessor's Parcel No. 02-15-0300-0006, is described and/or depicted as follows:



KLICKITAT COUNTY  
OFFICIAL MAP OF COUNTY ASSESSOR

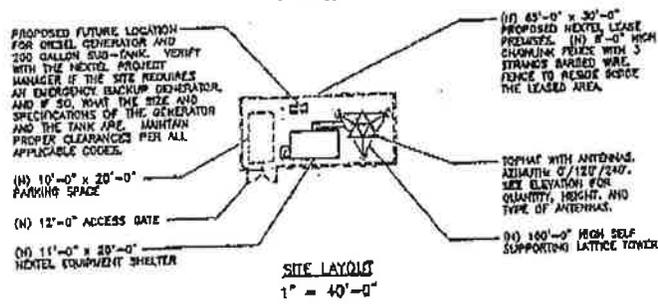
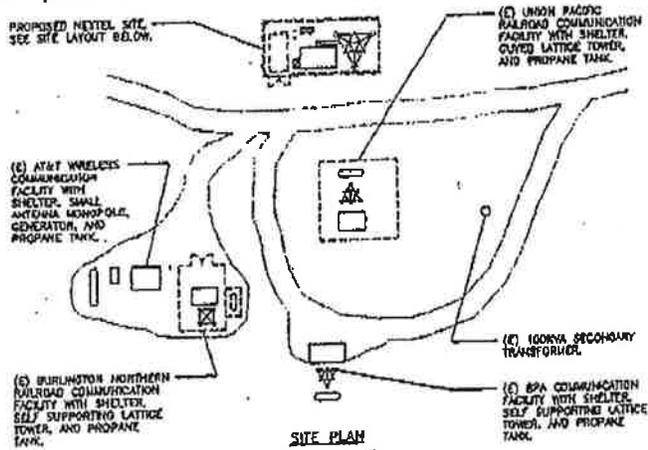


Initials
<i>[Handwritten initials]</i>
<i>[Handwritten initials]</i>
<i>[Handwritten initials]</i>
<i>[Handwritten initials]</i>

**EXHIBIT B**  
**DESCRIPTION OF PREMISES**

to the Agreement dated Sept. 3, 1998, by and between Arthur N. Jaekel, as to a Life Estate, and Wendy Hall, who acquired title as Wendy D. Jaekel, subject to the presumptive community interest of her spouse, Scott A. Hall, as Lessor, and Nextel West Corp., a Delaware corporation, dba Nextel Communications as Lessee.

The Premises are described and/or depicted as follows:



**UTILITY SUMMARY:**  
 SECONDARY POWER (I) IS AVAILABLE FROM THE (C) 100KVA TRANSFORMER APPROXIMATELY 150'-0" FROM THE PROPOSED NEXTEL SITE. TELEPHONE IS NOT READILY AVAILABLE AT THE SITE, BUT IS AVAILABLE 4.6 MILES FROM THE PROPOSED NEXTEL SITE ON OVERHEAD POLES ON DOOLEY ROAD. RECOMMEND MICROWAVE TELEPHONE.

**UTILITY INFORMATION:**  
 POWER CO.: KUCKWAT P.A.D. TOM SVENSSON (808) 773-7618  
 TELEPHONE CO.: SPHERA TELEPHONE DAVE BURTON (341) 367-0170

**PROPERTY LINES:**  
 LANDOWNER OWN 5,000 ACRES WHICH INCLUDES ALL OF SECTION 3 AND SEVERAL OTHER SECTIONS. EXACT DISTANCE TO OWNER'S PROPERTY LINES IS DIFFICULT TO DETERMINE.



**Notes:**

This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.  
 Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.  
 Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.  
 The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

Initials
AWH
10-98
W.D.H.
P.J.

EXHIBIT C

MEMORANDUM OF AGREEMENT

CLERK: Please return this document to:  
Nextel West Corp.  
dba Nextel Communications  
1750 112<sup>th</sup> Avenue NE, Suite C-100  
Bellevue, WA 98004  
ATTN: Property Manager

This Memorandum of Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, by and between Arthur N. Jaekel, as to a Life Estate, and Wendy Hall, who acquired title as Wendy D. Jaekel, subject to the presumptive community interest of her spouse, Scott A. Hall, with an office at P. O. Box 111, Wishram, WA 98673, (hereinafter referred to as "Lessor") and Nextel West Corp., a Delaware corporation, dba Nextel Communications, with an office at 1750 112<sup>th</sup> Avenue NE, Suite C-100, Bellevue, Washington 98004 (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Communications Site Lease Agreement ("Agreement") on the \_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing eighteen (18) months after full execution or upon the start of construction of Lessee Facilities, whichever first occurs ("Commencement Date"), and terminating on the fifth anniversary of the Commencement Date with five (5) successive five (5) year options to renew.
3. The Land which is the subject of the Agreement is described in Exhibit A1 and A2 annexed hereto. The portion of the Land being leased to Lessee (the "Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

LESSEE  
Nextel West Corp.,  
a Delaware Corporation  
dba Nextel Communications

LESSOR  
Arthur N. Jaekel, as to a Life Estate, and Wendy Hall,  
who acquired title as Wendy D. Jaekel, subject to the  
presumptive community interest of her spouse, Scott A.  
Hall

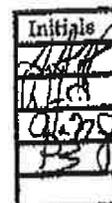
By: \_\_\_\_\_  
Perry Satterlee

By: \_\_\_\_\_  
Arthur N. Jaekel

Title: \_\_\_\_\_  
Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_



By: \_\_\_\_\_  
Wendy D. Jaekel Hall

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Scott A. Hall

Date: \_\_\_\_\_

**ACKNOWLEDGMENTS**  
**ALL SIGNATURES MUST BE ACKNOWLEDGED**

State of Washington )  
County of \_\_\_\_\_ ) ss.

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_ (month/day/year)

\_\_\_\_\_  
Title: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

State of Washington )  
County of \_\_\_\_\_ ) ss.

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_ (month/day/year)

\_\_\_\_\_  
Title: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

EXHIBIT A1  
DESCRIPTION OF LAND

to the Agreement dated \_\_\_\_\_, 199\_\_\_\_, by and between Arthur N. Jaekel, as to a Life Estate, and Wendy Hall, who acquired title as Wendy D. Jaekel, subject to the presumptive community interest of her spouse, Scott A. Hall, as Lessor, and Nextel West Corp., a Delaware corporation, dba Nextel Communications as Lessee.

The Land, commonly known as Assessor's Parcel No. 02-15-0300-0006, is described and/or depicted as follows (metes and bounds description):

In Township 2N, Range 15 EWM

The SE 1/4<sup>th</sup> of Section 3;

Except tract granted to Oregon-Washington Railroad and Navigation Company disclosed in U.S. Patent recorded March 15, 1966 under auditor's no. 121805;

And except the N1/2 of the SW 1/4 of the SE 1/4 of the SE 1/4;

And except the NE 1/4 of the SE 1/4 of the SW 1/4 of the SE 1/4 of said Section 3.

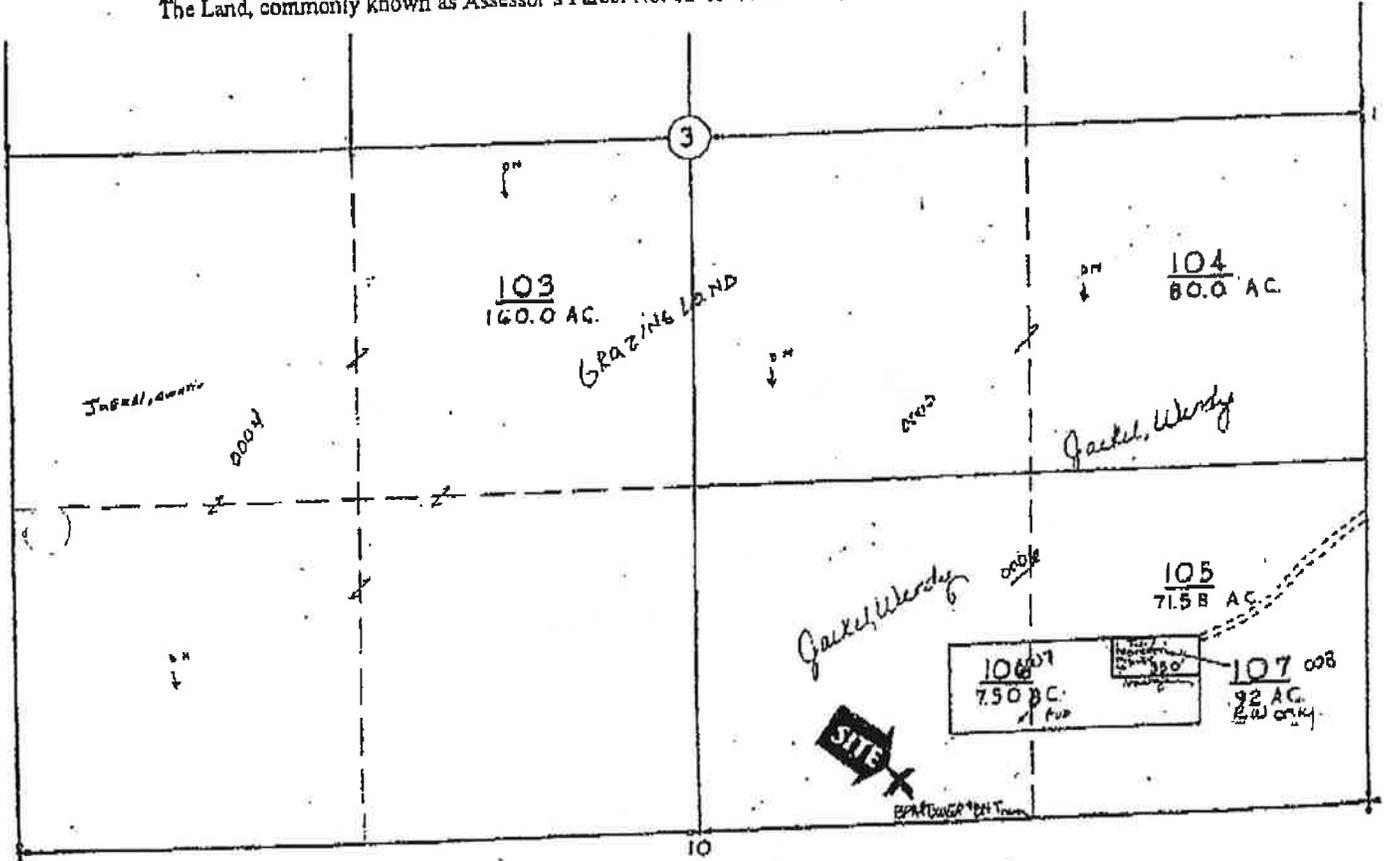
Initials

EXHIBIT A2

DESCRIPTION OF LAND

to the Agreement dated \_\_\_\_\_, 199\_\_\_\_, by and between Arthur N. Jaekel, as to a Life Estate, and Wendy Hall, who acquired title as Wendy D. Jaekel, subject to the presumptive community interest of her spouse, Scott A. Hall, as Lessor, and Nextel West Corp., a Delaware corporation, dba Nextel Communications as Lessee.

The Land, commonly known as Assessor's Parcel No. 02-15-0300-0006, is described and/or depicted as follows:



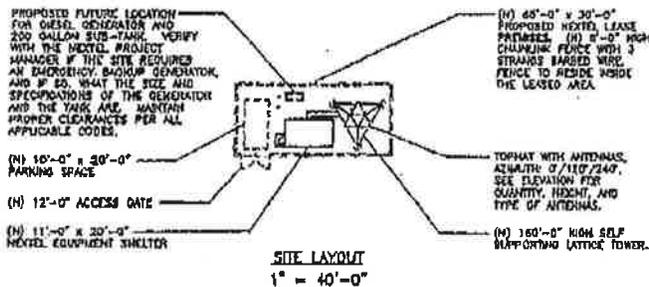
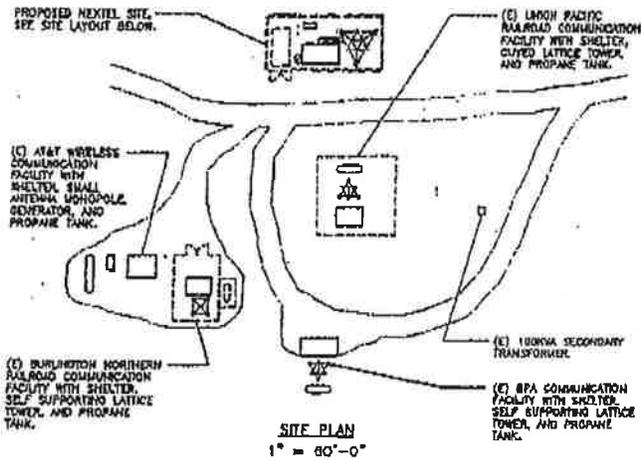
Klickitat County  
OFFICIAL MAP OF COUNTY ASSESSOR

Initials

**EXHIBIT B**  
**DESCRIPTION OF PREMISES**

to the Agreement dated \_\_\_\_\_, 199\_\_\_\_, by and between Arthur N. Jaekel, as to a Life Estate, and Wendy Hall, who acquired title as Wendy D. Jaekel, subject to the presumptive community interest of her spouse, Scott A. Hall, as Lessor, and Nextel West Corp., a Delaware corporation, dba Nextel Communications as Lessee.

The Premises are described and/or depicted as follows:



**UTILITY SUMMARY:**

Information obtained from the applicable utility companies. The utility companies are responsible for providing the information. The utility companies are not responsible for the accuracy of the information. The utility companies are not responsible for the interpretation of the information. The utility companies are not responsible for the use of the information.

**UTILITY INFORMATION:**

**POWER CO.:** KLICKITAT P.U.D. TOM SYDENBOM (800) 775-7414  
**TELEPHONE CO.:** SPRINT TELEPHONE DAVE BURTON (541) 387-0170

**PROPERTY LINES:**

LANDOWNER OWN 8,000 ACRES WHICH INCLUDES ALL OF SECTION 3 AND SEVERAL OTHER SECTIONS. EXACT DISTANCE TO OWNER'S PROPERTY LINES IS DIFFICULT TO DETERMINE.

**Notes:**

This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.  
 Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.  
 Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.  
 The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.



Initials



ATC ASSET #: 310444

SITE NAME: HAYSTACK BUTTE

SITE NUMBER: P002600A

FILE NAME: P002600A\_HAYSTACK BUTTE\_L700 OVERLAY\_FCD\_CAS\_REV 1\_102115

LOCATION: 184 RATTLESNAKE ROAD, CENTERVILLE, WA 98613

104' GUYED TOWER L700 OVERLAY

SITE INFORMATION

TOWER OWNER: AMERICAN TOWER
10 PRESIDENTIAL WAY
WOBURN, MA 01801
SITE ADDRESS: 184 RATTLESNAKE ROAD
CENTERVILLE, WA 98613
COUNTY: KLICKITAT
LATITUDE: 45° 40' 48.9" N
LONGITUDE: 120° 54' 48.8" W
GROUND ELEVATION: 2947.7' AMSL
OCCUPANCY TYPE: UNASSIGNED
ZONING JURISDICTION: KLICKITAT COUNTY
ZONING CODE: OPEN SPACE
PARCEL NUMBER: 2150300000000
POWER PROVIDER: KLICKITAT P.U.D.
TELCO PROVIDER: -

CONTACT INFORMATION

ASKE SERVICES: POWDER RIVER DEVELOPMENT SERVICES, LLC
219 S. WOODDALE AVE.
EAGLE, ID 83618
CONTACT: JUSTIN BROWN
PHONE: 208.538.8844
EMAIL: justin.brown@powderriverdev.com

ENGINEERING: POWDER RIVER DEVELOPMENT SERVICES, LLC
219 S. WOODDALE AVE.
EAGLE, ID 83618
CONTACT: RICHARD A. BOELTER, PE
PHONE: 208.538.8844
EMAIL: richard.boelter@powderriverdev.com

APPLICANT: T-MOBILE WEST LLC
8980 NE ALDERWOOD RD
PORTLAND, OR 97220
CONTACT: MATTHEW THAMTON
PHONE: 510.350.4185
EMAIL: matthew.thamton@t-mobile.com

APPLICANT: AMERICAN TOWER
10 PRESIDENTIAL WAY
WOBURN, MA 01801
CONTACT: BRANDY SAUSAGE
PHONE: 425.308.8983
EMAIL: brandy.sausage@americantower.com



DRIVING DIRECTIONS

DIRECTIONS FROM T-MOBILE OFFICE AT 8960 NE ALDERWOOD RD., PORTLAND, OR 97220:
HEAD NORTHWEST ON NE ALDERWOOD RD TOWARD ALDERWOOD TUNNEL (0.5 MI) TURN RIGHT ONTO NE SUNNY WAY (0.1 MI) SLIGHT RIGHT TOWARD THE AIRPORT WAY (0.007) SLIGHT RIGHT ONTO NE AIRPORT WAY (1.3 MI) USE THE RIGHT 2 LANES TO TURN SLIGHTLY RIGHT ONTO THE INTERSTATE 205 S RAMP TO INTERSTATE 84/PORTLAND/SALMON (0.5 MI) MERGE ONTO I-205 S (1.4 MI) USE THE RIGHT 2 LANES TO TAKE EXIT 22 FROM INTERSTATE 84 (0.5 S) 35 E TOWARD THE CALLEN (0.5 MI) MERGE ONTO I-84 (0.5 S) 35 E CONTINUE TO FOLLOW I-84 (0.4 MI) TAKE EXIT 104 FOR 42-97 TOWARD YAKIMA BRIDGE (0.1 MI) TURN LEFT ONTO US-97 N ENTERING WASHINGTON (2.9 MI) CONTINUE STRAIGHT ONTO WA-14 N (0.4 MI) TURN RIGHT 2.3 MI TURN LEFT ONTO DOODLEY 42/RATTLESNAKE RD CONTINUE TO FOLLOW RATTLESNAKE RD (0.5 MI) TURN LEFT AND FOLLOW CRT ROAD TO THE SITE (3.0 MI)

DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

APPROVALS

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE SUBCONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND MAY INCURE CHANGES OR MODIFICATIONS.

REGULATORY: \_\_\_\_\_ DATE: \_\_\_\_\_
DEVELOPMENT MGR: \_\_\_\_\_ DATE: \_\_\_\_\_
PROJECT MGR: \_\_\_\_\_ DATE: \_\_\_\_\_
RF MGR: \_\_\_\_\_ DATE: \_\_\_\_\_
CONST. MGR: \_\_\_\_\_ DATE: \_\_\_\_\_
SITE ACQ. MGR: \_\_\_\_\_ DATE: \_\_\_\_\_
PROPERTY OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_
OPERATIONS MGR: \_\_\_\_\_ DATE: \_\_\_\_\_

DRAWING INDEX

Table with columns: SHEET NO., DESCRIPTION, REV. Includes entries for Title Sheet, General Notes, Overall Site Plan, Tower Elevation, Antenna Plans, RFDS & Cable Specifications, Antenna & Equip. Mounting Details, Electrical Details, and Grounding Plans.

SCOPE OF WORK

THE PROJECT CONSISTS OF THE REMOVAL OF (6) ANTENNAS AND (6) TMA'S, THE INSTALLATION OF (6) NEW PANEL ANTENNAS AND (3) TMA'S ON AN EXISTING STRUCTURE, THE INSTALLATION OF (3) FIBER LINES AND (1) COMP UNIT ON A NEW UNBRISTUT FRAME, AND THE INSTALLATION OF (1) FCCA CABINET WITH (3) SYSTEM MODULES AND (2) FIBER RACKS ON AN EXISTING CONCRETE PAD.

APPLICABLE CODES

BUILDING CODE 2012 IRC
ELECTRICAL CODE 2014 NEC



LICENSE # 3004

Table with columns: REV, DATE, DESCRIPTION, APP. Includes revision history for NEIGONS.



SITE INFORMATION

T-MOBILE #: P002600A

ATC #: 310444

184 RATTLESNAKE ROAD
CENTERVILLE, WA
98613

SHEET TITLE

TITLE SHEET

SHEET NUMBER

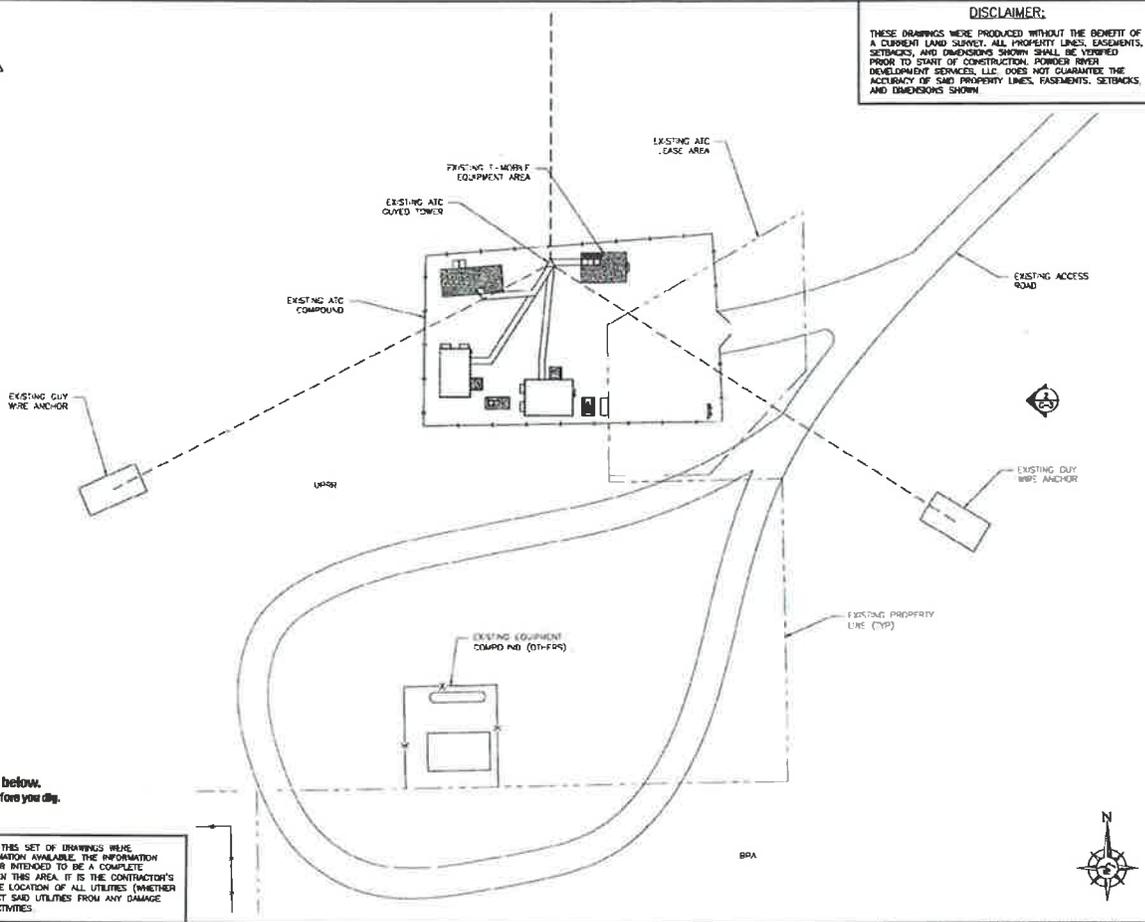
T-1



**PROJECT SPECIFICATION 16000 (ELECTRICAL)**  
**PART 1: GENERAL**  
 1.1 SUMMARY  
 A. SECTION INCLUDES  
 1. WIREWORK  
 2. WIREWAYS  
 3. CONDUIT  
 4. CABLE TRAYS  
 5. CABLE SUPPORTS  
 6. GROUNDING  
 7. LIGHTNING PROTECTION  
 8. RISE AND FALL  
 9. IDENTIFICATION  
 10. LABELING  
 11. TESTING  
 12. CLEANUP  
 13. PROTECTION  
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 1082. PROTECTION



**DISCLAIMER:**  
 THESE DRAWINGS WERE PRODUCED WITHOUT THE BENEFIT OF A CURRENT LAND SURVEY. ALL PROPERTY LINES, EASEMENTS, SETBACKS, AND DIMENSIONS SHOWN SHALL BE VERIFIED PRIOR TO START OF CONSTRUCTION. POWDER RIVER DEVELOPMENT SERVICES, LLC DOES NOT GUARANTEE THE ACCURACY OF SAID PROPERTY LINES, EASEMENTS, SETBACKS, AND DIMENSIONS SHOWN.



**811** Know what's below. Call before you dig.

THE UTILITIES AS SHOWN ON THIS SET OF DRAWINGS WERE DEVELOPED FROM THE INFORMATION AVAILABLE. THE INFORMATION PROVIDED IS NOT IMPLIED NOR INTENDED TO BE A COMPLETE INVENTORY OF THE UTILITIES IN THIS AREA. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES (WHETHER SHOWN OR NOT) AND PROTECT SAID UTILITIES FROM ANY DAMAGE CAUSED BY CONTRACTOR'S ACTIVITIES.

OVERALL SITE PLAN

SCALE: 1" = 10' (SHOWN)  
 1/8" = 10' (STATE) 1

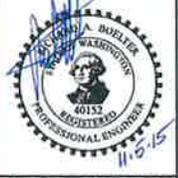
T-Mobile



**POWDER RIVER**  
 Development Services, LLC  
 www.pdrdev.com

LICENSE # 3304

REV	DATE	DESCRIPTION	BY
1	12/10/19	ISSUED	JMB
2	08/07/21	FOR CONSTRUCTION	JMB
3	08/07/21	ISSUED FOR REVIEW 2021	JMB
4	07/14/21	ISSUED FOR REVIEW 2021	JMB



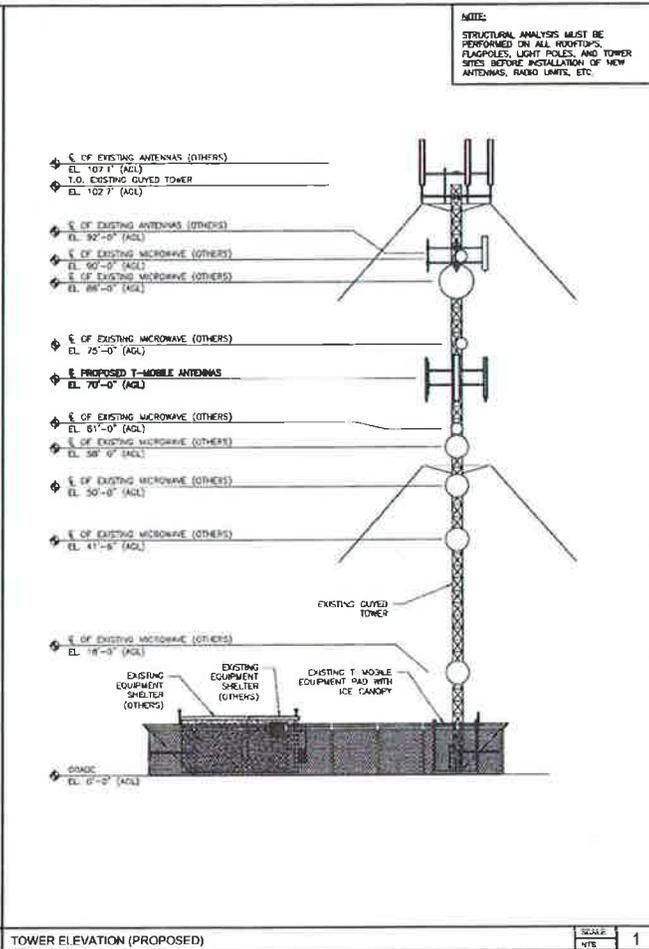
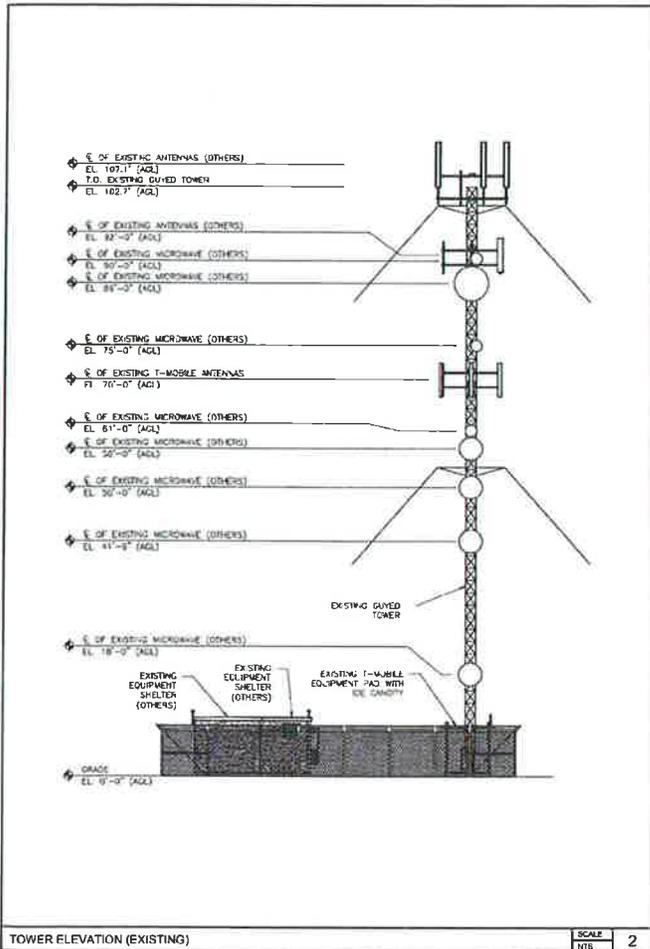
SMALL PRINT: THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF POWDER RIVER DEVELOPMENT SERVICES, LLC. ANY REPRODUCTION OR DISTRIBUTION OF THESE DRAWINGS WITHOUT THE WRITTEN PERMISSION OF POWDER RIVER DEVELOPMENT SERVICES, LLC IS STRICTLY PROHIBITED. ALL RIGHTS ARE RESERVED.

SITE INFORMATION  
 T-MOBILE #: P002600A  
 ATC #: 310444  
 184 RATTLESNAKE ROAD  
 CENTERVILLE, WA  
 98013

SHEET TITLE:  
 OVERALL  
 SITE PLAN

SHEET NUMBER:  
 C-1





**T-Mobile**

**AMERICAN TOWER**

**POWDER RIVER**  
 Development Services, LLC  
 www.pdrdevelopment.com

LICENSE # 3004

REV	DATE	REVISIONS	BY
0	06/10/15	ISSUE FOR CONSTRUCTION	JWS
1	06/26/15	ISSUED FOR REVIEW PER	JWS
2	07/16/15	ISSUED FOR REVIEW PER	JWS

DAVID A. BORKLER  
 41157  
 PROFESSIONAL ENGINEER

CITE: 17-0000000

T-MOBILE #: P002600A

ATC #: 310444

184 RATTLESNAKE ROAD  
 CENTERVILLE, WA  
 98613

SHEET TITLE:  
**TOWER ELEVATIONS**

SHEET NUMBER:  
**C-2**

SECTOR	ANTENNA SCHEDULE					
	ALPHA (RED)		BETA (GREEN)		GAMMA (BLUE)	
ANTENNA POSITION	A-1	A-2	B-1	B-2	C-1	C-2
ANTENNA TYPE	LTE 700	CSM/LTE 1900	LTE 700	CSM/LTE 1900	LTE 700	CSM/LTE 1900
PARAM	80'	80'	120'	120'	240'	240'
RAD CENTER (SG)	70'-0"	70'-0"	70'-0"	70'-0"	70'-0"	70'-0"
ANTENNA HGT	COMMSCOPE	ANDREW	COMMSCOPE	ANDREW	COMMSCOPE	ANDREW
ANTENNA MODEL	LNX-65150S-A1M	TMBX-6517-R2M	LNX-65150S-A1M	TMBX-6517-R2M	LNX-65150S-A1M	TMBX-6517-R2M
CABLE LENGTH			800'-0"			

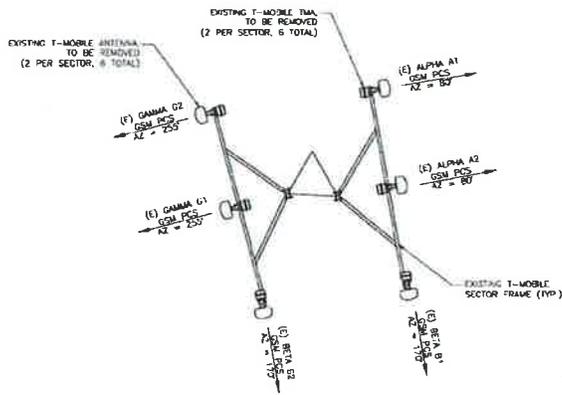
**NOTE:**  
STRUCTURAL ANALYSIS MUST BE PERFORMED ON ALL ROOFTOPS, FLAGPOLES, LIGHT POLES, AND TOWER SITES BEFORE INSTALLATION OF NEW ANTENNAS, RADIO UNITS, ETC.

**T-Mobile**



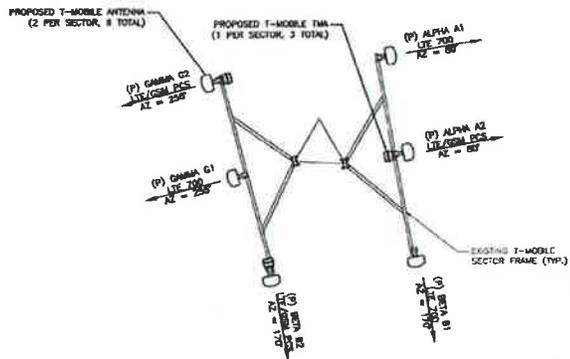
ANTENNA SCHEDULE (PROPOSED)

SCALE: 1  
NTS



ANTENNA PLAN (EXISTING)

SCALE: 3  
NTS



ANTENNA PLAN (PROPOSED)

SCALE: 2  
NTS

REVISION # 3004

NO.	DATE	REVISION	BY



NOTE: ALL WORK AND MATERIALS, AS SHOWN ON THESE PLANS, SHALL BE SUBJECT TO THE APPROVAL OF THE LOCAL HEALTH DEPARTMENT AND THE LOCAL HEALTH OFFICER. THE LOCAL HEALTH OFFICER SHALL BE NOTIFIED BY THE CONTRACTOR AT LEAST 48 HOURS BEFORE THE START OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL HEALTH DEPARTMENT AND THE LOCAL HEALTH OFFICER.

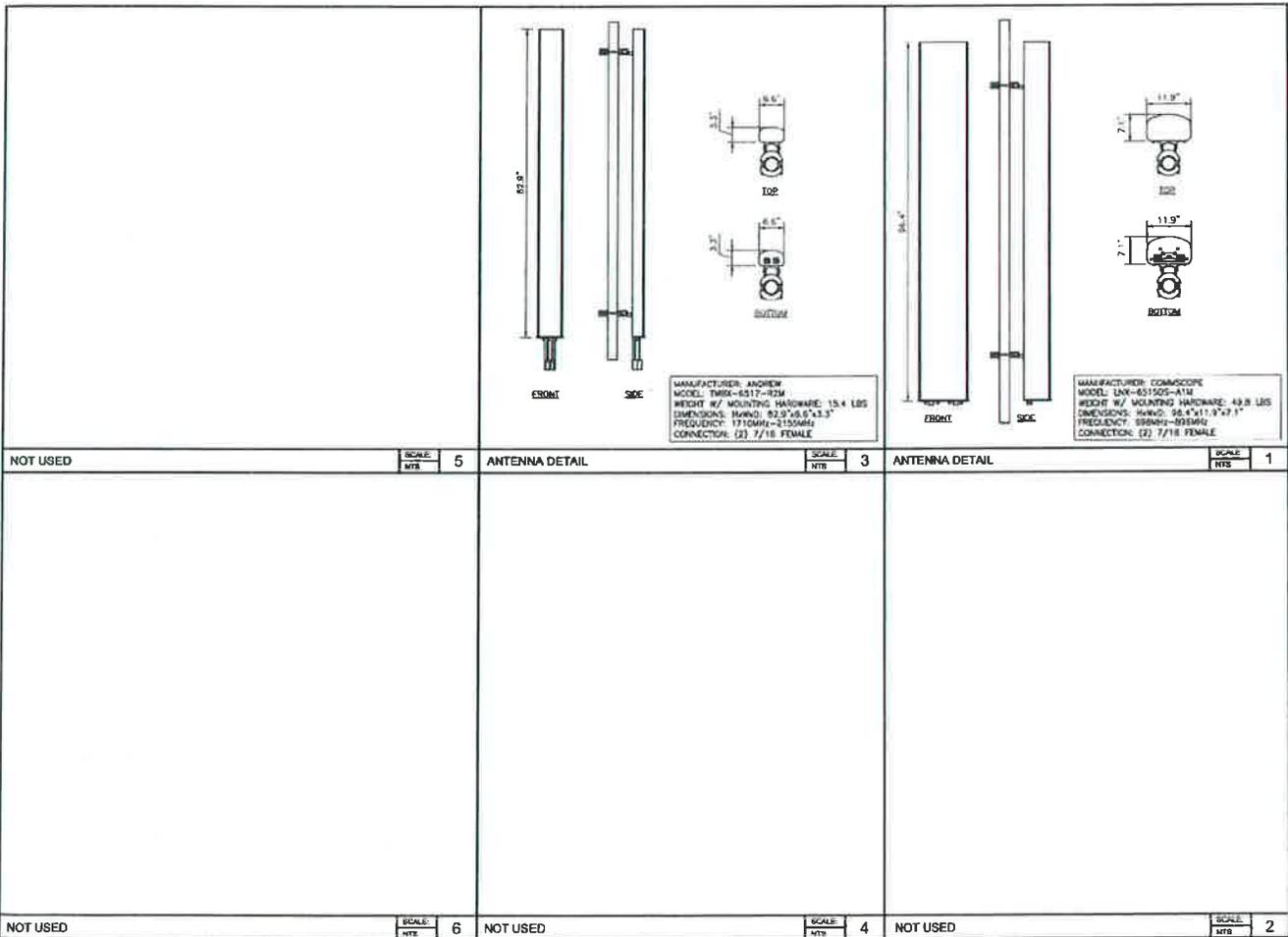
SITE INFORMATION

T-MOBILE #: PO02600A  
ATC #: 310444  
184 RATTLESNAKE ROAD  
CENTERVILLE, WA  
98613

SHEET TITLE:  
ANTENNA PLANS

SHEET NUMBER:  
C-3





**T-Mobile**

**AMERICAN TOWER**

**POWDER RIVER**  
 Development Services, LLC  
 www.powderriver.com

LICENSE #: 3004

NO.	DATE	DESCRIPTION	BY
1	09/12/15	ISSUE FOR REVIEW	JAR
2	10/16/15	ISSUE FOR REVIEW	JAR
3	11/12/15	ISSUE FOR REVIEW	JAR

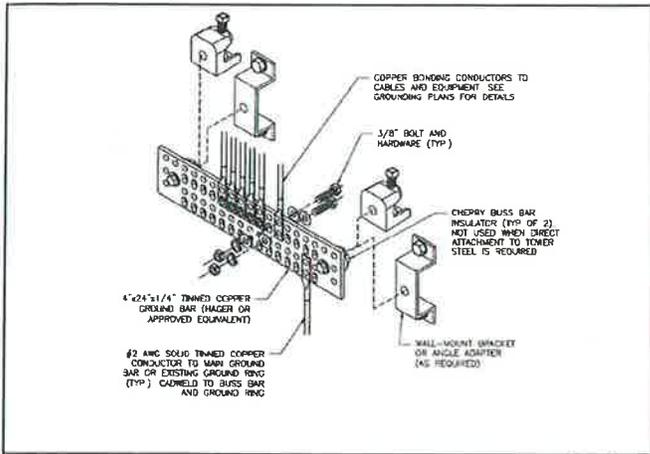
**PROFESSIONAL ENGINEER**  
 D. A. BOEHLER  
 40153  
 WASHINGTON STATE

**SITE INFORMATION**

T-MOBILE #: PO02600A  
 ATC #: 310444  
 184 RATTLESNAKE ROAD  
 CENTERVILLE, WA  
 98613

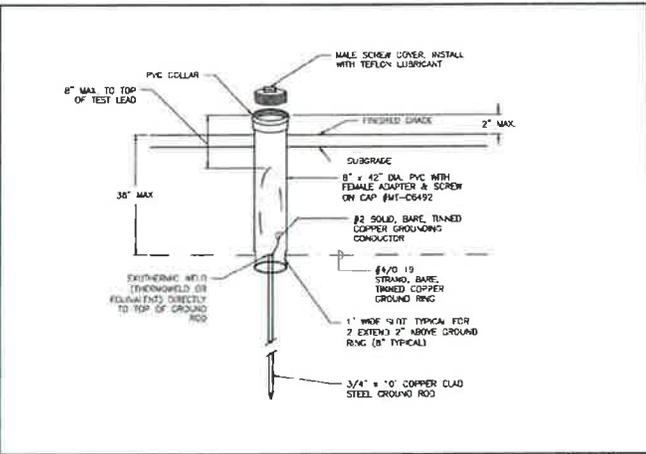
SHEET TITLE:  
**ANTENNA & EQUIP.  
 MOUNTING DETAILS**

SHEET NUMBER:  
**C-4**



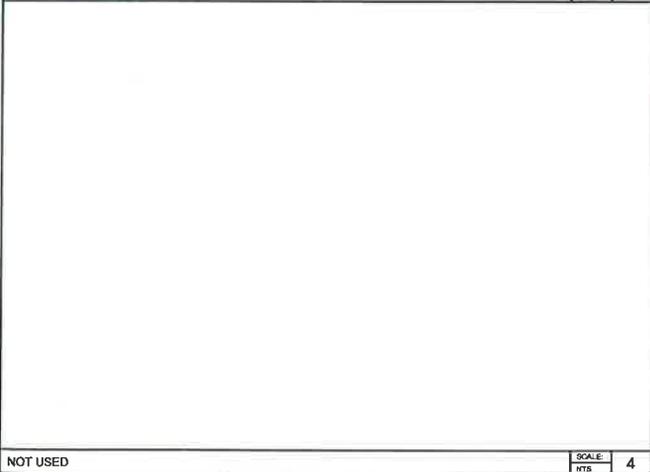
GROUND BAR DETAIL

SCALE: NTS 3



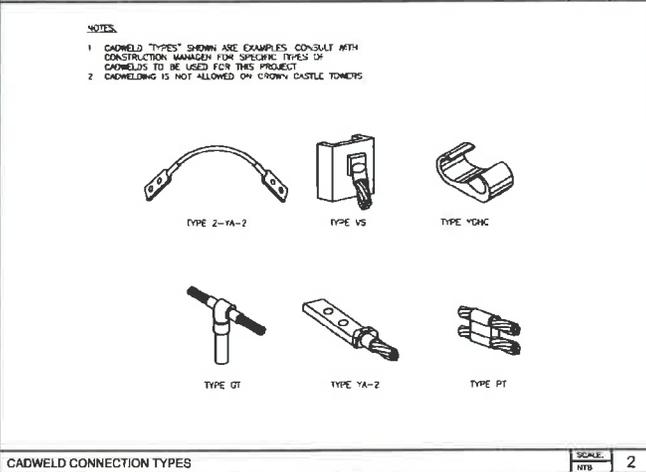
TEST WELL DETAIL

SCALE: NTS 1



NOT USED

SCALE: NTS 4



CADWELD CONNECTION TYPES

SCALE: NTS 2



LICENSE # 3004

REV	DATE	REVISIONS	BY
0	05/01/13	ISSUE CONSTRUCTION	JWB
1	05/02/13	ISSUE FOR REVIEW	JWB
2	05/02/13	ISSUE FOR REVIEW	JWB

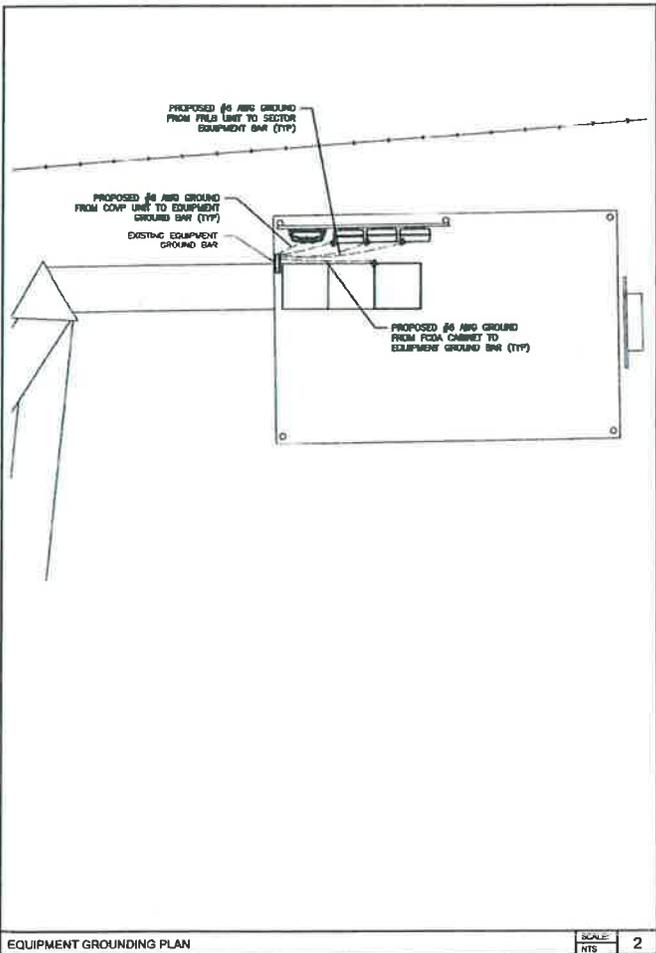


NOTE: THESE AND ANY OTHER INFORMATION ON THIS DRAWING IS SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT AND ANY OTHER DOCUMENTS REFERENCED HEREON.

SITE INFORMATION:  
 T-MOBILE #: P002600A  
 ATC #: 310444  
 184 RATTLESNAKE ROAD  
 CENTERVILLE, WA  
 98813

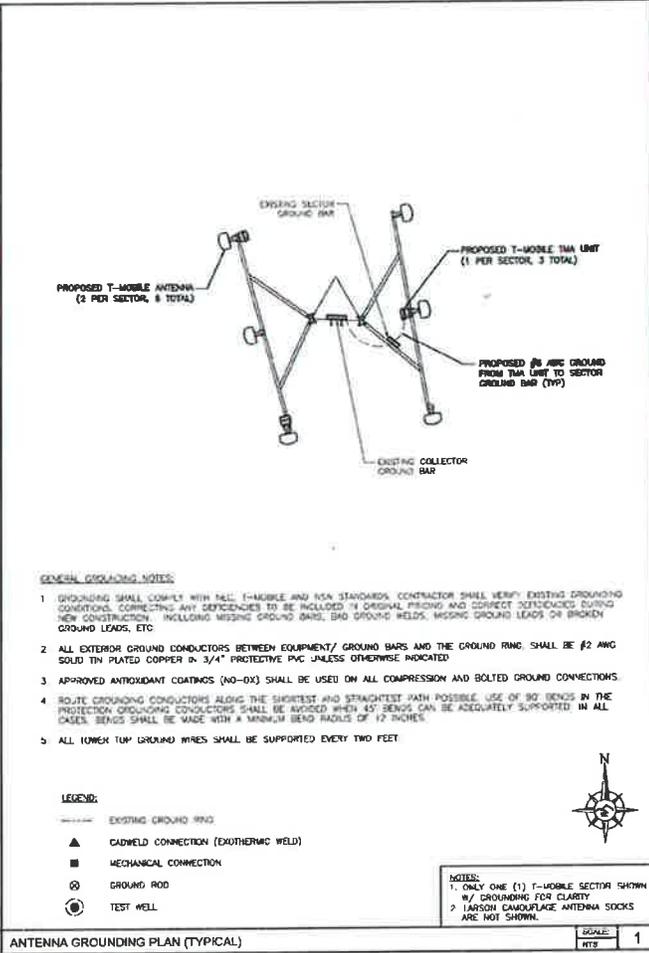
SHEET TITLE:  
 ELECTRICAL  
 DETAILS

SHEET NUMBER:  
 E-1



EQUIPMENT GROUNDING PLAN

SCALE: 2  
HTS



ANTENNA GROUNDING PLAN (TYPICAL)

SCALE: 1  
HTS

**GENERAL GROUNDING NOTES:**

- GROUNDING SHALL COMPLY WITH ALL T-MOBILE AND ISA STANDARDS. CONTRACTOR SHALL VERIFY EXISTING GROUNDING CONDITIONS, CORRECTING ANY DEFICIENCIES TO BE INCLUDED IN ORIGINAL PRICING AND CORRECT NOTED DURING NEW CONSTRUCTION, INCLUDING MISSING GROUND BARS, BAD GROUND WELDS, MISSING GROUND LEADS OR BROKEN GROUND LEADS, ETC.
- ALL EXTERIOR GROUND CONDUCTORS BETWEEN EQUIPMENT/ GROUND BARS AND THE GROUND RING SHALL BE #2 AWG SOLID TIN PLATED COPPER OR 3/4" PROTECTIVE PVC UNLESS OTHERWISE INDICATED.
- APPROVED ANTIOXIDANT COATINGS (NO-OX) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
- ROUTE GROUNDING CONDUCTORS ALONG THE SHORTEST AND STRAIGHTEST PATH POSSIBLE. USE OF 90° BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED. IN ALL CASES, BENDS SHALL BE MADE WITH A MINIMUM BEND RADIUS OF 12 INCHES.
- ALL LOWER TWP GROUND WIRES SHALL BE SUPPORTED EVERY TWO FEET.

**LEGEND:**

- EXISTING GROUND RING
- ▲ CADWELD CONNECTION (EXOTHERMIC WELD)
- MECHANICAL CONNECTION
- ⊙ GROUND ROD
- ⊗ TEST WELL



NOTES:  
1. ONLY ONE (1) T-MOBILE SECTOR SHOWN W/ GROUNDING FOR CLARITY  
2. LARGER OVERLAP ANTENNA SOCKS ARE NOT SHOWN.

T-Mobile



LICENCE #: 3004

REV	DATE	DESCRIPTION	BY
1			
2			
3			
4			



**SITE INFORMATION**  
T-MOBILE #: P002600A  
ATC #: 310444  
184 RATTLESNAKE ROAD  
CENTERVILLE, WA  
98613

**SHEET TITLE:**  
GROUNDING PLANS

**SHEET NUMBER:**  
E-2

