

**PACIFIC COUNTY
INTERAGENCY COMMUNICATIONS FACILITY USE AGREEMENT
HOLY CROSS SITE**

WHEREAS, Pacific County, (LESSOR hereafter called COUNTY) owns, operates, and maintains certain communications facilities throughout the county for the usage by municipal, local, and county government, and;

WHEREAS, Washington State Patrol, (LESSEE hereafter called **WSP**) is authorized to lease property pursuant to RCW 39.34 for highway patrol purposes and desires to lease a portion of Pacific County's Holy Cross communications site for wireless communications.

WHEREAS, COUNTY is the grantee of an Easement for a communications site and site access road from Rayonier Forest Resources, LP. (formerly known as, Rayonier Timberlands Operating Company, L.P.), No. 67481, dated March 25, 1996, commonly referred to as the Holy Cross site and is authorized by said Easement to sublease the site for state government purposes and;

WHEREAS, such facilities are capable of supporting certain other communications systems without degrading or encumbering the COUNTY's systems, COUNTY hereby enters into this Facility Use Agreement with **WSP** this 1st day of January, 2012.

WITNESSETH: The parties hereto, for consideration hereinafter mentioned, covenant and agree as follows:

1. **TERM:** Unless Section Two (2) applies, the term of this Use Agreement shall run for a period of five (5) years from date of this Agreement and is renewable, upon agreement by both parties, at the end of this term.

2. **TERMINATION BY LESSEE:**
 - 2.1 **WSP** shall have the right to terminate this agreement upon thirty (30) days' written notice to the COUNTY upon the happening of any of the following events:
 - If the approval of any agency, board, court or other governmental authority necessary for construction and/or operation of **WSP's**

equipment cannot be obtained, or if **WSP** determines in its reasonable judgment that the cost of obtaining such approval is prohibitive.

- If **WSP** determines at any time that the premises are not appropriate for **WSP's** equipment for technological reasons, including, but not limited to, signal interference.
- If **WSP's** license to operate the equipment/services that pertain to this use agreement is revoked, removed or suspended.

3. **EVENTS OF DEFAULT, NOTICE AND OPPORTUNITY TO CURE:** If either party fails to comply with a covenant made by such party in this Use Agreement, or fails to abide by a condition binding on such party contained in this Use Agreement, or if **WSP** fails to make a payment hereunder when due, (each individually, an "Event of Default"), then the other party shall deliver notice of such Event of Default to the defaulting party, who shall be permitted to cure the same within fifteen (15) days of delivery of such notice. If such Event of Default cannot reasonably be cured within such fifteen day period, then the defaulting party shall be deemed to have cured the same if it takes all reasonable steps to do so within such fifteen day period and thereafter diligently proceeds to effect such cure; provided, that, such cure is actually and fully effected within ninety (90) days of delivery of the notice delivered pursuant hereto.
4. **PAYMENT:** **WSP** shall pay COUNTY annually the amount as determined by Exhibit A of this Use Agreement. Such annual amount shall be paid in advance by January 31 for the term January 1st to December 31st.
5. **RATES:** At the end of the first five years of this Use Agreement, COUNTY shall review the rates and make adjustments as appropriate. The adjusted rates shall consider the consumer price index, the DNR rates for comparable sites, and rates charged by the private sector, however, in no case shall the adjustment exceed twenty (20%) percent.

6. **INDEMNITY**: Each party (the “Indemnitor”) agrees to indemnify, defend, and hold the other party harmless from any liabilities or claims or injuries to property or persons on or about the premises which are occasioned by the use of the premises and caused by reason of the acts or omissions of the Indemnitor, its agents, contractors, licenses, employees, or invitees. Provided that if the claims for damages are caused by or result from the concurrent negligence of (a) COUNTY, its agents or employees; and (b) **WSP**, its agents or employees, and involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Indemnitor’s agents or employees. If **WSP** requests proof of liability insurance by COUNTY, COUNTY shall provide evidence of such insurance. Currently COUNTY is insured by the Washington Counties Risk Pool.
7. **PREMISES**: COUNTY shall provide **WSP** tower and shelter space in addition to fenced security and access to the facility. **WSP** shall install communications equipment as described in Exhibit A of this Use Agreement. Facilities covered by this Use Agreement, and reserved for **WSP’s** exclusive use, are located on the following described land: Pacific County Property located at 46° 41’ 43.0” North Latitude, 123° 46’ 21.2” West Longitude (Holy Cross Site).
8. **EQUIPMENT**: **WSP** shall install and maintain equipment using good communication practices, and in accordance with all applicable codes. **WSP** shall also adhere to the Pacific County Facility Use Standards described in Exhibit B and made a part of this Agreement. Antenna feeds shall be ½” or larger jacketed solid sheathed transmission line.
 - Cable shall be clamped to cable trays in accordance with existing methods.
 - Equipment shall be bonded to existing ground grid in accordance with applicable codes.
9. **INTERFERENCE**: **WSP** shall provide all necessary equipment to eliminate any interference to existing site users* from the installation of its communications system. Such equipment shall include, but not be limited to, filters, cavities, isolators,

combiners, amplifiers, and splitters. Should subsequent site users find it necessary to install interference mitigating devices on **WSP's** equipment, **WSP** shall cooperate; however, **WSP** shall not be required to bear the financial cost. If equipment installed at the site interferes with equipment previously installed at the site by another user, then the equipment formerly installed shall have priority over the equipment subsequently installed. If technical conflicts between items of equipment cannot be resolved, then the equipment first installed shall remain operational and the other equipment causing the interference shall be modified or removed. COUNTY shall retain final authority regarding what equipment can be installed and what interference mitigating methods must be employed. COUNTY has approved placement of the equipment described in Exhibit A attached hereto.

*(Defined as pre-existing site users whose installation of equipment at the Holy Cross Site predates the installation of WSP equipment at the Holy Cross Site).

10. **SECURITY AND MAINTENANCE**: The COUNTY shall provide security for the premises (equal to the security provided to the County's own equipment) throughout the term of the Use Agreement at no additional charge to **WSP**. COUNTY, at its expense, shall maintain the tower, building, security fences, and all related facilities in good order and condition and in accordance with all applicable laws and regulations throughout the term of the Use Agreement. **WSP** shall be responsible for maintenance of its facilities and equipment. In the event that COUNTY fails to maintain the tower with respect to any FCC/FAA regulations, **WSP** shall notify COUNTY of such default and request cure within ten (10) days.

11. **ROAD ACCESS**: During the term of this Lease, County shall provide WSP with a non-exclusive right to use to existing access road for ingress and egress to the Holy Cross communications site over and across the location shown on Exhibit C and for the purpose of operating equipment used for the construction, operation, use and maintenance of WSP equipment installed at the Holy Cross communications site. COUNTY shall maintain the access road throughout the term of this Lease. If, during the term of this Lease, the existing road is destroyed or the rights to the road are

terminated or revoked, COUNTY will provide permanent replacement access adequate for all purposes stated herein.

12. **IMPROVEMENTS**: All construction, improvements and/or alterations of the facility at any time whatsoever shall be subject to COUNTY's prior approval, which shall not be unreasonably withheld.
13. **CASUALTIES**: If a tower or building is damaged or destroyed that contains equipment of WSP and COUNTY fails to commence rebuilding within thirty (30) days of the occurrence of the damage or thereafter fails to prosecute completion of such repairs in a diligent manner, then WSP shall be entitled to terminate the Use Agreement according to Paragraph 2. In the event of damage by fire or other casualty loss to the tower or building that renders the property unusable by WSP, there shall be an equitable reduction of rent until the damage has been repaired.
14. **TAXES**: WSP agrees to pay COUNTY all applicable leasehold taxes pursuant to the provisions of Chapter 82.29A RCW, and any State and Local regulations issued thereto. In the event of damage by fire or other casualty loss to the tower or building that renders the property unusable by WSP there shall be an equitable reduction of rent until the damage has been repaired.
15. **OWNERSHIP OF EQUIPMENT**: All transmitting and receiving equipment, shelters, and support facilities listed under Exhibit A, installed at the site by WSP shall be and remain the property of WSP and may be removed or replaced by WSP at any time from time to time, provided that WSP repairs any damage caused in conjunction with such removal and replacement.
16. **ASSIGNMENTS AND SUBLETTING**: It is agreed that this Use Agreement may be assigned by either party with the prior approval of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, WSP may assign this Use Agreement upon prior written notice to, but without the consent of COUNTY to (i) any affiliate of WSP, or (ii) any entity which buys all or substantially all of the

assets of **WSP** used in connection with the operation of **WSP**. The assignee or transferee shall have the right to assume this Use Agreement with all its terms and conditions for the remaining lease term.

17. **DISPUTES, VENUE AND ATTORNEY'S FEES:** Should any litigation be commenced by a party concerning this Use Agreement, then the party prevailing in any such action or proceeding or appeal thereon shall be entitled to recover its court costs and reasonable attorneys' fees from the other party. Any action taken to enforce a provision of this agreement shall be subject to Washington State Law and shall be filed in Pacific County Superior Court. The parties agree that prior to filing any action in Superior Court that they will attempt to meet and resolve any potential disputes.
18. **AUTHORITY:** Each party warrants to the other that it has authority to enter into and perform this Use Agreement and it has taken all action required to authorize execution of this Use Agreement.
19. **ALL WRITINGS CONTAINED HEREIN:** This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind the parties hereto.
20. **WAIVER OF SUBROGATION:** COUNTY and **WSP** hereby waive any and all rights of recovery against the other party, and its employees and officers for loss or damage to the party or its property where such loss is or could be insured against under any fire and extended coverage policy available in the State of Washington. Each party shall cause all insurance policies obtained by it to contain a waiver of subrogation consistent with the foregoing.
21. **NOTICES:** All notices, requests, demands and other communications given under this Use Agreement shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, addressed as follows:

If to COUNTY (Lessor):

Pacific County Board of County Commissioners
PO Box 187
South Bend, WA 98586
Attn: Communications Engineer-DPW

If to WSP (Lessee):

Washington State Patrol
Budget and Fiscal Services – Contracts
210 11th Ave – Room 116
Olympia WA 98501
Attn: Contracts Manager

IN WITNESS THEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS THIS

_____ of _____, 20_____.

WASHINGTON STATE PATROL

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON
PO BOX 187
SOUTH BEND, WA 98586

Signature

APPROVED AS TO FORM:

Chairperson

Shelley Williams, Assistant Attorney General

Commissioner

APPROVED AS TO FORM:

David Burke, Pacific County Prosecutor

Commissioner

ATTEST:

Kathy Noren, Clerk of the Board

**EXHIBIT A
PACIFIC COUNTY, WASHINGTON
(HOLY CROSS SITE)**

<u>Item No.</u>	<u>Quant.</u>	<u>Equipment List</u>	<u>Each</u>	<u>Total</u>
1	2	MICROWAVE RADIO, TX/RX	\$1,507	\$3,014
2	1	4' MW DISH 85' AGL	\$1135	\$1135
3	1	4' MW DISH 78' AGL	\$1135	\$1135
4	1	2' MW DISH 62' AGL	\$568	\$568
5	1	STANDARD EQUIP. RACK SPACE	\$393	\$393
6	2	5 AMP 48 VDC CONTINUOUS SUPPLY	\$358	\$716
TOTAL ANNUAL RATE				<u>\$6961</u>

EXHIBIT A AGREED TO:

LESSOR INITIALS _____ DATE _____

LESSEE INITIALS _____ DATE _____

EXHIBIT B
PACIFIC COUNTY FACILITY USE STANDARDS

The following minimum standards have been adopted for Pacific County's Communications sites. The purpose is to assure the mechanical and electrical integrity of the facility and the safety of personnel working at the facility.

GENERAL

1. Pacific County Communications Facilities are access restricted to County personnel, and authorized personnel of agencies under agreement with Pacific County for the use of the facilities. All other personnel are denied access to the facilities.
2. Where applicable, personnel entering a facility building shall use the security access device before entering.
3. All personnel while working at the facilities shall observe and follow Radio Frequency Exposure safety rules.
4. Personnel engaged in tower work shall be experienced and trained in tower climbing and shall be equipped with the proper personal safety and fall restraint equipment.

TOWERS

1. All hardware, brackets, antenna mounts and other fixtures shall be constructed of hot dipped galvanized steel, stainless steel or aluminum of a grade suitable for the coastal atmosphere.
2. Tower structural members shall not be drilled or punched.
3. Appropriate clamping devices manufactured for the specific purposes shall be used for attachment to tower structural members.
4. Cable clamps designed to be fastened to tower structural members or cable ladders when available shall support transmission lines, cables and waveguides. Tie wrapping to the tower legs is not allowed.
5. Each user shall be responsible for supporting their transmission lines, cables or waveguides. Tie wrapping to another user is not allowed.
6. Transmission lines, cables and waveguides shall enter the building through the building entrance panels. Each user shall be responsible for using the appropriate sealing hardware.

7. Transmission lines one-half inch or larger shall be the solid sheathed, jacketed type.

EQUIPMENT BUILDING

1. Transmission lines, cables and waveguides shall follow building and equipment rack lines and be supported by cable trays when available.
2. With the exception of waveguide, solid sheathed transmission lines shall transition to superflex type transmission line upon entering the building at the protective grounding point.
3. All transmission lines and waveguides shall be grounded upon entering the building, preferably at the outside entrance and shall be tagged and identified.
4. Lighting arrestors are recommended at the building entrance.
5. Equipment wiring shall be installed in a neat workmanlike manner. Cables shall be of the necessary length and shall not have excess stored in racks or cable trays. Equipment and racks shall be grounded to the building ground system.
6. Excess equipment not in use shall not be stored at the site. Spares should be packaged and identified for ownership.
7. Each user shall be responsible for cleanliness around their equipment and work areas. The buildings have multiple vacuum system outlets for convenient cleaning. Packing materials and debris shall be removed from the premises.
8. Emergency power system and HVAC system controls shall not be tampered with, changed or turned off. Site alarms are generated and County personnel may be dispatched unnecessarily.

EXHIBIT B AGREED TO:

LESSOR INITIALS _____ DATE _____

LESSEE INITIALS _____ DATE _____

EXHIBIT C

EASEMENT

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THIS AGREEMENT, made and entered into the 25th day of March 1996, by and between Rayonier Timberlands Operating Company, L.P., herein called "RTOC" and the "County of Pacific Department of Public Works, herein called "Grantee".

WITNESSETH:

A. RTOC is the owner of certain real property located in the County of Pacific, State of Washington, described in Exhibit A attached hereto and made a part hereof by this reference (the "Property").

B. Grantee desires a permanent non exclusive easement upon a portion of the Property, consisting of a rectangle approximately 60 feet in length and 50 feet in width as marked by the existing fence and transmission structure, (the "Premises") as well as rights-of-ways and easements for ingress, egress, and utilities thereto. The Premises are described in Exhibit A attached hereto and made a part hereof by this reference. The Premises are more specifically described on the attached Exhibit "B".

1. Basic Information. In addition to the terms that are defined elsewhere in this Agreement, the following terms are used in this Agreement:

- (a) Premises: The Premises located in portions of the SE1/4SW1/4 of Section 14, Township 14 North, Range 9 West, W.M., Pacific County, Washington
- (b) RTOC: Rayonier Timberlands Operating Company, L.P.
- (c) Address: 3033 Ingram Street, P. O. Box 200
Hoquiam, WA 98550
Telephone: (360) 533-7000
- Tax ID #: 06-1159803
- (d) Grantee: County of Pacific
- (e) Address: Department of Public Works
P.O. Box 66
South Bentl, WA 98586-0066
Telephone: (360) 875-9368
- (f) Commencement Date: March 25, 1996
- (g) Local Government: Interchangeable with "Political Subdivision" and meant to refer to any County, City, Town, Municipal Corporation, Political Subdivision, or Special Purpose Taxing District in the State.

FILED
 AT THE REGISTER'S OFFICE
 16 APR 23 PM 2:55
 TAYLOR
 CLERK
 PACIFIC COUNTY

FRG 95-446

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 Exhibit C - Holy Cross
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2. Legal Description. RTOC grants Grantee the right, but not the obligation, at any time to obtain a survey of the Premises at Grantee's expense. The legal description that may be derived from the survey will become Exhibit B which will be attached hereto and made a part hereof, and shall control in the event of any inconsistency between it and Exhibit A.

3. Grantee's Use. The easement is granted and conveyed for local, state, and federal government use only, until no longer needed. All other users are required to have prior written consent from RTOC. Grantee shall use the Premises for the purpose of constructing, maintaining, and operating a communications site and uses incidental thereto (the "Facility") consisting of an equipment shelter together with an antenna structure and necessary connecting appurtenances sufficient to be a fully operable Facility in its intended FCC authorized communications coverage areas. The contents of the Facility may include, without limitation, radio transmission and reception equipment, telephone and computer equipment, power and battery equipment and generator and fuel storage equipment. A security fence consisting of chain link or comparable construction may be placed around any improvements constructed on the Premises by Grantee. All improvements shall be at Grantee's expense. Grantee shall maintain the Premises in reasonable condition.

In addition, in the event of a natural or man made disaster, in order to protect the health, welfare and safety of the community, Grantee may erect additional telecommunications facilities and install additional equipment on a temporary basis on the Property to assure continuation of service.

Grantee hereby consents to the use of RTOC's Property by another communications providers for the erection, operation and maintenance of a transmission facility (including antenna structures) so long as such facilities do not interfere with or encroach upon the Grantee's Facility.

RTOC agrees to require other communications users of RTOC's site to cooperate with the Grantee in order to limit harmful interference and blockage of Grantee's communications signals.

4. Indemnification. The Grantee shall indemnify and hold RTOC harmless against any claim of liability or loss from personal injury or property damage caused by the negligence or willful misconduct of the Grantee, its servants or agents except to the extent that such claims or damages may be due to or caused by the acts or omissions of the RTOC, its servants, agents, or any other party for whom RTOC may be responsible.

5. Utilities and Taxes. Grantee will be responsible for all utilities required by its use of the Premises. Grantee may at any time arrange to have its utilities separately metered or will pay its proportionate share of utilities furnished by RTOC.

Grantee will pay any increase in real estate taxes caused by the improvements constructed thereon by Grantee. In the event that the real estate tax assessment on RTOC's property reflects Grantee's improvements, RTOC agrees to provide to Grantee in a timely manner a copy of the assessment. Grantee may contest, at its expense, any assessment imposed on the premises or Grantee's activities.

6. Title and Quiet Enjoyment. RTOC represents and warrants to Grantee that (a) RTOC has full right, power, and authority to execute this Agreement, and will provide Grantee with evidence of such authority; (b) RTOC has good and marketable title to the Premises free and clear of any liens or mortgages except those matters which are of public record as of the Effective Date; and (c) there is direct legal ingress and egress to the Premises for Grantee's use for vehicles and pedestrians from a public right-of-way. RTOC further covenants that Grantee shall have quiet enjoyment of the Premises during the term of this Agreement and any renewal thereof. For any encumbrance which is a matter of public record RTOC will promptly obtain from such encumbering entity a non

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EXHIBIT C

disturbance agreement stating that, so long as Grantee is not in default hereunder, this Agreement will continue in full force and effect.

RTOC agrees to notify Grantee immediately if at any time during the term of this Agreement, RTOC decides to subdivide, sell, or change the status of the Premises or the Property, or if RTOC learns of any pending or threatened or contemplated actions, litigation, claims, condemnations, or other proceedings which would affect the Premises or any part of the Premises, or any land use or development proposals affecting property in the vicinity of the Property of which RTOC receives actual Notice.

7. Environmental Matters.

(a) Grantee will be solely responsible for and will defend, indemnify, and hold RTOC, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Premises associated with the Grantee's use of Hazardous Materials.

(b) RTOC will be solely responsible for and will defend, indemnify, and hold Grantee, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including attorney's fees and costs, arising out of or in connection with the removal, cleanup, or restoration of the Premises with respect to Hazardous Materials introduced to the Premises by RTOC.

(c) "Hazardous Materials" means asbestos or any hazardous substance, waste, or materials as defined in any federal, state, or local environmental or safety law or regulation including, but not limited to, CERCLA.

8. Successors and Assigns. This Easement shall run with the Property and shall be binding on and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

9. Complete Easement. This Easement replaces a previous agreement between RTOC and Grantee dated May 1, 1989. Upon signing this easement, all terms and conditions of the previous lease agreement becomes void. It is hereby mutually agreed and understood that this Agreement contains all agreements, promises, and understandings between RTOC and Grantee and that no other agreements, promises, or understandings shall or will be binding on either RTOC or Grantee in any dispute, controversy, or proceeding at law, and any addition, variation, or modification to this Agreement shall be void and ineffective unless in writing and signed by the parties hereto.

10. Applicable Law. This Easement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the state of Washington.

11. Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be given by United States first class mail, postage prepaid, registered or certified, return receipt requested, or by hand delivery (including by means of a professional messenger service) addressed to the party for whom it is intended at its address set forth in section 1. Any such notice or other communication shall be deemed to be effective when actually received or refused. Either party may by similar notice given change the address to which future notices or other communications shall be sent.

12. Disputes. Any claim, controversy, or dispute arising under the terms of this contract shall, upon written demand of either party, be submitted for resolution by an Arbitrator mutually agreed to by the parties, or, if they are unable to agree upon the Arbitrator within TEN (10) DAYS of such written demand for arbitration the arbitrator shall be named by the Arbitration Committee of the American Arbitration Association in Seattle, Washington. The arbitration shall be conducted pursuant to the laws of Washington and the Commercial

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Arbitration Rules of the American Arbitration Association, shall proceed with due dispatch to resolution and award, and the award shall be evidence by a writing capable of being filed and enforced and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted at Pacific County, Washington. Nothing shall give the Arbitrators the power or authority to alter, amend, change, modify, add to or subtract from any of the written terms of this Contract. All expenses of the arbitration shall be borne equally by the parties hereto with each party solely responsible for its own attorneys fees and costs incurred in any arbitration.

IN WITNESS WHEREOF, the parties hereto have set their hand and affixed their respective seals the day and year first above written.

Grantee:
County of Pacific
Department of Public Works

Robert M. Nelson
By: *John C. Kano*
Its: *Board of County Commissioners*
Date: *April 9, 1996*

RTOC:
Rayonier Timberlands Operating
Company L.P.
By: Rayonier Forest Resources Company
Managing General Partner

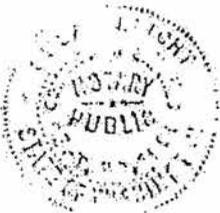
Wm. B. Burt
Its: *Wm. B. Burt*
Authorized Individual
Date: *April 19, 1996*

STATE OF Washington)
:SS
COUNTY OF Grays Harbor)

On this *19th* day of *April*, 1996 I certify that I know or have satisfactory evidence that Steve Berntsen is the person who appeared before me, and said person acknowledge that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Authorized Individual of Rayonier Forest Resources Company, Managing General Partner of Rayonier Timberlands Operating Company, L.P., to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Susan Leicht
Susan Leicht
Notary Public in and for the State
of Washington residing at Montesano
My commission expires 9/30/96



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EXHIBIT C

STATE of Washington
COUNTY OF Pacific :SS

I certify that I know or have satisfactory evidence that Robert M. Wilson and Jay Kaiser are 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.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

ROSALIND ANDERSON
NOTARY PUBLIC - WASHINGTON
My Commission Expires May 1, 1998

Rosalind Anderson
Notary Public in and for the State
of Washington residing
at Ocean Park, Wa.
My commission expires May 1, 1998

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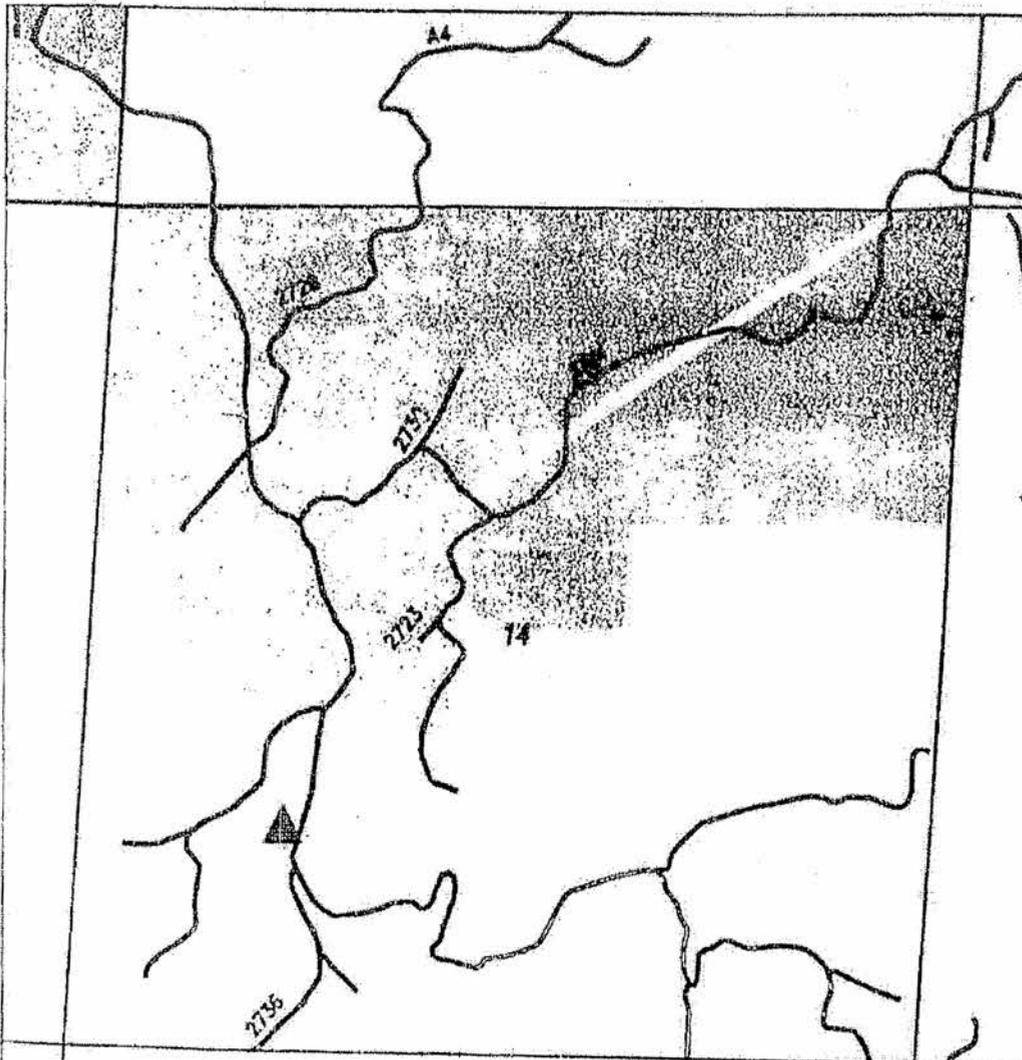


Exhibit "A"

The premises, consisting of a rectangular portion of property, approximately 60 feet in length and 50 feet in width, to be used as a communication site. This site is located in the SE1/4SW1/4 of Section 14, Township 14 North, Range 9 West, W.M., Pacific County, Washington.

Rayonier

Northwest Forest Resources

Communication Site
Township 14 N, Range 09 W, Section 14

RTOC ownership
Communication site
Scale 1 : 10,000

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EXHIBIT B

HOLY CROSS RADIO SITE

A perpetual easement; within a parcel of land, as recorded in Volume 8512, Page 476, Pacific County Auditor's Office; located in Section 14, Township 14 North, Range 9 West of W.M., Pacific County, Washington. Said easement being described as follows:

Beginning at a 2 inch galvanized iron pipe, being the Southwest corner of Section 14;
Thence S87 degrees 47'23"E, a distance of 1268.47 feet to a 1 inch monel pipe;
Thence N07 degrees 23'27"E, 1027.37 feet to a 5/8 inch rebar and cap and the true point of beginning;
Thence N25 degrees 36'50"W, a distance of 30.86 feet to a 5/8 inch rebar and cap;
Thence N04 degrees 11'42"W, a distance of 20.43 feet to a 5/8 inch rebar and cap;
Thence N83 degrees 49'20"E, a distance of 51.63 feet to a 5/8 inch rebar and cap;
Thence S05 degrees 24'02"E, a distance of 61.36 feet to a 5/8 inch rebar and cap;
Thence N80 degrees 09'07"W, a distance of 42.90 feet to the point of beginning.
Said easement containing approximately 0.06 acres.

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