

Communications Land Lease

between

Weyerhaeuser Timber Holdings, Inc.

and

Tillamook County, Oregon

Dated as of _____, 20__

TABLE OF CONTENTS

	<u>Section #</u>
Recitals	(page 1)
Lease Area; Encumbrances; Other	1
Permitted Uses	2
Term	3
Rents	4
Third Party Use of the Lease Area	5
Taxes; Assessments; and Fees	6
Operating Standards	7
Non-Interference	8
Governmental Permits	9
Assignments	10
Insurance	11
Assumption of Risks; Claims Between the Parties	12
Third-Party Claims; Indemnity	13
Relocation	14
Termination & Surrender	15
Suspension; Termination for Default, Default and Right to Cure, and Remedies	16
Notices	17
Bankruptcy	18
Other Provisions	19

EXHIBIT LIST

Exhibit A	Legal Description – Lease Area
Exhibit B	Access Roads Map

COMMUNICATIONS LAND LEASE

This Communications Land Lease (the “**Lease**”) is effective as of July 1, 2022 (the “**Effective Date**”), by and between **WEYERHAEUSER TIMBER HOLDINGS, INC.**, a Delaware corporation (“**Weyerhaeuser**” or “**Lessor**”) and **TILLAMOOK COUNTY, OREGON** (“**Lessee**”). Weyerhaeuser and Lessee are sometimes referred to herein individually as a “**Party**”, and collectively as, the “**Parties**”.

RECITALS

WHEREAS, on July 1, 2002 Weyerhaeuser Company, predecessor to Weyerhaeuser, and Lessee entered into a Telecommunications Ground Lease (the “**Old Lease**”), together with an extension dated June 25, 2012, pursuant to which Weyerhaeuser granted Lessee rights to transmit Lessee’s radio signals to and from an antenna located on a tower and maintain, install, operate, and use said tower on a portion of property owned by Weyerhaeuser at the location commonly known as Angora Peak (the “**Old Lease Area**”) for the permitted uses as specified in the Old Lease.

WHEREAS, the Old Lease expired on June 30, 2022.

WHEREAS, Lessee has been in possession of the Old Lease Area pursuant to the terms of the Old Lease as a holdover tenant from the expiration of the Old Lease through the Effective Date.

WHEREAS, Weyerhaeuser and Lessee now desire to enter into a new agreement with respect to the Leased Area subject to the terms and conditions of this Lease, and the terms of this Lease shall supersede and replace the terms of the Old Lease.

AGREEMENT

1. Lease Area; Encumbrances; Access

1.1 Lease Area. Weyerhaeuser hereby grants to Lessee the right, license, and permission to conduct the permitted uses on specific area identified as 25’ x 25’ portion of E $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 33, Township 4 North, Range 10 West, Willamette Meridian, Clatsop County, State of Oregon (the “**Lease Area**”). The Lease Area and access thereto lies as shown on the site plans contained on **Exhibit A** (the “**Site Plans**”) and access roads map contained on **Exhibit B** (the “**Access Roads Map**”), attached hereto and made a part hereof by this reference. The Lease Area and the Old Lease Area are comprised of and encumber substantially the same property.

1.2 Encumbrances. This Lease is subject to all prior-existing easements, licenses, exceptions, and other encumbrances of record and to all unrecorded matters that a prudent inspection of the Lease Area would disclose. Further, this Lease is subject to any after-recorded encumbrances of record. Lessee has been in possession of the Lease Area and physical and utility access thereto pursuant to the terms of the Old Lease prior to

executing this Lease and accepts the Leased Area and utility access as is where is. The rights herein granted to Lessee are limited to those owned by Weyerhaeuser, which makes no representation or warranty as to its ownership rights in the Lease Area or the interpretation by any third party of any laws, regulations, or government policies, or the existence or interpretation of any encumbrances or Native American treaties.

1.3 Eminent Domain & Condemnation. If any or all of the Lease Area is taken under powers of eminent domain or threatened with condemnation, Lessee and Weyerhaeuser shall cooperate to establish the total value of the property taken, but Lessee's share of any condemnation award or sale price shall not exceed Lessee's unamortized investments in obtaining governmental permits and constructing improvements thereon, after straight line depreciation over the combined Term (defined below) of this Lease and the Old Lease (as well as any holdover period in between), less any salvage value recoverable by Lessee.

1.4 Recording Prohibited. Lessee must not record this Lease in any public records. However, either Lessee or Weyerhaeuser may record a memorandum of lease, subject to Weyerhaeuser's consent which consent may be withheld for any or no reason at Weyerhaeuser's sole discretion. Permitted recordation shall be at recording Party's sole cost and expense in the form substantially as shown on the attached **Exhibit D** of this Lease. If Weyerhaeuser permits Lessee to record a memorandum of lease, within sixty (60) days following the natural expiration or earlier termination of this Lease, it is Lessee's absolute duty at its sole cost and expense to reconvey to Weyerhaeuser by quit claim deed or other instrument acceptable to Weyerhaeuser all of Lessee's rights and interests in the Lease and the Lease Area.

1.5 Access. Lessee may use, on a non-exclusive basis, those roads owned by Weyerhaeuser and Weyerhaeuser's rights, in accordance with all terms and conditions of any such right, to use other private roads or rights-of-way designated the Access Roads Map, to access the Lease Area only. Lessee must obtain, at its expense, any other rights-of-way required for its activities under this Lease. Lessee must comply with all easements and permits and pay any road use and maintenance fees owed to third parties for Lessee's use. Lessee must notify Weyerhaeuser prior to conducting any snow removal and pay for any damage, including consequential damage(s), caused by its activities. Lessee is responsible for any road construction necessary for its operations under this Lease. Weyerhaeuser must approve the design, construction, modification, location, and relocation of all existing roads and roads constructed by Lessee on Weyerhaeuser's land or that of a Weyerhaeuser affiliate in advance of any construction. Weyerhaeuser reserves the right, for itself and its successors, assign, and permittees, at any time to cross, recross, and use the roads appurtenant to or located on the Lease Area and shall repair any damage caused by such use. Lessee's access shall not interfere with any of Weyerhaeuser's operations at any time.

2. Permitted Uses.

2.1 Lessee is granted the exclusive right, except as hereinafter limited, to use the Lease Area for solely for the receipt and transmission of microwave, radio, television and other communications signals to and from the antennae located on the tower within the Lease Area.

2.2 Lessee may not use the Lease Area for any other purpose without the prior written consent of Weyerhaeuser which may be withheld or any or no reason in its sole discretion.

3. Term. The sole term of this Lease is five (5) years (the “Initial Term”), commencing June 30, 2022 (“Commencement Date”) and terminating at 11:59 p.m. local time at the Communications Site on June 29, 2027 (“Termination Date”).

3.1 Option to Renew. The Initial Term of this Lease shall automatically extend for up to three (3) consecutive additional terms of five (5) years each (each, a “Renewal Term” and collectively with the Initial Term, the “Term”), so long as Lessee is not in breach of any of the terms of this Lease beyond any applicable cure period at the time of such renewal. Lessee may terminate this Lease only by providing written notice of its intent to terminate no fewer than six (6) months prior to the expiration of the Term. All the terms and conditions of this Lease except Section 4.1 shall apply during any Renewal Term.

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

4. Rent.

4.1 Payment Amount. Lessee shall pay an annual use fee (“Rent”) to Weyerhaeuser on or before the due dates and in the amounts set forth in the table below:

Initial Term Due Date	Amount Due
June 30, 2022	\$1,000.00
June 30, 2023	\$1,020.00
June 30, 2024	\$1,040.40
June 30, 2025	\$1,061.21
June 30, 2026	\$1,082.43

Renewal Term 1 Due Dates (If Applicable)	Amount Due
June 30, 2027	\$1,104.08
June 30, 2028	\$1,126.16
June 30, 2029	\$1,148.69
June 30, 2030	\$1,171.66
June 30, 2031	\$1,195.09
Renewal Term 2 Due Dates (If Applicable)	Amount Due
June 30, 2032	\$1,218.99
June 30, 2033	\$1,243.37
June 30, 2034	\$1,268.24
June 30, 2035	\$1,293.60
June 30, 2036	\$1,319.47
Renewal Term 3 Due Dates (If Applicable)	Amount Due
June 30, 2037	\$1,345.86
June 30, 2038	\$1,372.78
June 30, 2039	\$1,400.24
June 30, 2040	\$1,428.24
June 30, 2041	\$1,455.80

4.3 Payments. Subsequent to the execution of this Lease by both parties and payment of the Rent for the first year, all payments from Lessee shall be made by ACH payment or sent by regular mail to:

Weyerhaeuser Timber Holdings, Inc. LB 1184
PO Box 35142
Seattle, WA 98124-5142

If by overnight mail to:

Lockbox Services 1184
Weyerhaeuser Timber Holdings, Inc.
18035 Sperry Drive
Tukwila, WA 98188

or another addressee designated by thirty (30) days written notice by Weyerhaeuser to Lessee. Weyerhaeuser prefers ACH payments if at all possible.

4.4 Unpermitted Use Prohibited.

4.4.1 If Lessee utilizes the Lease Area for a use or in a manner not specifically permitted by this Lease in Section 2, then Lessee shall disgorge to Weyerhaeuser all income in all forms, including but not limited to cash payments, subscriptions, accounts, rents, rent-shares, and the full dollar value of all in-kind services received by Lessee. Lessee agrees to deliver its books and account records to Weyerhaeuser to allow it to determine the full value of the required disgorgement. In addition to the income disgorgement described in this Section 4.4, the parties hereto agree that Weyerhaeuser, in its sole election, may declare this Lease to be terminated upon ninety (90) days written notice to Lessee, with such termination being treated as the natural expiration of this Agreement with no remaining Terms or Holdover.

4.4.2 For the purposes of this Lease, so long as Lessee is not in default beyond any applicable cure period, a holdover tenancy, by itself, shall not be considered an Unpermitted Use. Rent for a holdover tenancy shall be governed under Section 3.2 above.

5. Third Party Use of the Lease Area Prohibited.

5.1 Lessee is prohibited from subletting, sub-licensing, sub-leasing or in any other way entering into any type of use agreement that would result in allowing any third party (“Collocator”) any use of the Lease Area without Weyerhaeuser’s prior written permission which may be withheld for any or no reason in Weyerhaeuser’s sole discretion.

5.2 In the event Weyerhaeuser grants permission to Collocator use, in its sole discretion, the following provisions shall apply: The terms and conditions of such Collocator use shall be in writing and subject to the terms and conditions of this Lease. The rates to be charged to such Collocator shall be based on fair market rates based upon arms-length negotiation between Lessee and respective Collocator. Lessee shall pay to Weyerhaeuser seventy-five percent (75%) of all gross revenues, including without limitation the dollar value of any in-kind services, derived by Lessee from any Collocators’ use, except that gross revenues shall not include payments made to Lessee by Collocator as reimbursement for construction and installation costs relating to Collocators use of the Communications Site, paid by Lessee (the “Revenue Share”). Within sixty (60) days of written request, Lessee shall provide to Weyerhaeuser, in a form acceptable to Weyerhaeuser, an annual Collocator revenue report to disclose gross revenues received by Lessee in calculating the Revenue Share (“Business Summary Affidavit”). The Business Summary Affidavit shall be signed and notarized by a corporate officer of Lessee. Lessee shall pay to Weyerhaeuser additional rent of one hundred twenty five and 00/100 dollars (\$125) per day for each day after the expiration of the foregoing sixty-day response period said written affidavit is not delivered. In the event Lessee fails to deliver the sworn Business Summary Affidavit within one hundred twenty (120) days after Lessee’s receipt of written request, Lessor may thereafter pursue all other remedies under Section 16 hereof.

5.3 Any agreement permitting any co-location or any similar document executed by Lessee not fully complying with this Section 5 shall be void *ab initio*.

6. Taxes, Assessments, and Fees.

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

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

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

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

6.2 Rent due to Weyerhaeuser shall not be reduced by any taxes paid by or owed by Lessee. Lessee agrees that, if Weyerhaeuser pays any such taxes on behalf of Lessee, Lessee shall promptly reimburse Weyerhaeuser for such costs plus interest at the statutory rate permitted by law in the state where the property is located; *Provided*, however, that Weyerhaeuser shall submit to Lessee a copy of the actual statements received from the taxing authority stating the due date and the amount due from Lessee, together with the formula used to determine Lessee's share thereof.

7. Operating Standards.

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

7.2 Improvements. Lessee may, at its expense, make such improvements on the Lease Area as it deems necessary for the operation of the Lease Area. Upon termination or expiration of this Lease, Lessee shall remove its equipment and improvements as required in Section 15 of this Lease.

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

7.4 Utilities. Weyerhaeuser hereby grants Lessee a non-exclusive permit, which is not at the inception of this Lease nor at any time thereafter an easement for any purpose, to place utilities on, or to bring utilities across to the Lease Area to service the Lease Area. Lessee shall be solely responsible directly to the serving utilities for all necessary utilities, including, without limitation, costs of installation and use. Unless otherwise described herein, Weyerhaeuser is not providing utilities at the Lease Area nor is Weyerhaeuser providing any utility easement to the Lease Area. If Lessee brings utilities to the Lease Area, Lessee shall cooperate with Weyerhaeuser to allow Weyerhaeuser to share the benefit and use of those utilities on a prorate basis.

7.5 Maintenance.

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

7.5.2 During the Term of this Lease the Lessee shall prominently post, maintain in good condition, and update as the Lessee emergency contact information at the Lease Area which shall be posted on an exterior surface that is visible from outside the Lease Area.

7.6 Hazardous Materials.

7.6.1 As used in this Lease, the term "Hazardous Material" means any material, the generation, handling, storage, disposal, treatment or emission of which is subject to any Environmental Laws or that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, noxious, mutagenic or otherwise dangerous, hazardous or harmful to the health or safety of humans, animals or the environment, including, without limitation, any of the same as they are now regulated or may be regulated in the future under any Environmental law. Hazardous Material also includes

any material that contains petroleum, gasoline, diesel fuel, or their derivatives, or any other petroleum hydrocarbon product. As used in this Lease the term “Environmental Law” means any federal, state or local law, rule, regulation, order, writ, judgment, injunction, decree, determination or award relating to the environment, health, safety or Hazardous Materials, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq.); Emergency Planning and Community Right-to-Know Act (42 U.S.C. §1101 et seq.); Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.); Toxic Substances Control Act (15 U.S.C. §2601 et seq.); Hazardous Materials Transportation Act (49 U.S.C. 5101 et seq.); the Clean Water Act (33 U.S.C. §1251 et seq.); Solid Waste Disposal Act (42 U.S.C. §6901 et seq.); Clean Air Act (42 U.S.C. §7401 et seq.); Safe Drinking Water Act (42 U.S.C. 300f et seq.); Atomic Energy Act (42 U.S.C. §§2014, 2021-2021j, 2022, 2111, 2113, and 2114); Federal Insecticide Fungicide and Rodenticide Act (7 U.S.C. §136 et seq.); and the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.) as the same may be amended from time to time.

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

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

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

remediation, restoration and/or abatement thereof, or of any contamination therein involved, and shall survive the expiration or earlier termination of the lease. No termination, cancellation or release agreement entered into by Weyerhaeuser and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Material.

Weyerhaeuser shall indemnify, protect, defend and hold Lessee, its agents, employees, and lenders, if any, and the Lease Area, harmless from and against any and all loss of Rents and/or damages excluding exemplary and punitive damages, liabilities, judgments, costs, claims, liens, expenses, penalties, permits and attorneys and consultant's fees arising out of or involving any Hazardous Material brought onto the Lease Area by or for Weyerhaeuser or under Weyerhaeuser's control. Weyerhaeuser's obligations under this section shall include, but shall not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Weyerhaeuser and the cost of investigation (including consultant's and attorney's fees and testing), removal, remediation, restoration and/or abatement thereof, or of any contamination therein involved, and shall survive the expiration or earlier termination of the Lease. No termination, cancellation or release agreement entered into by Weyerhaeuser and Lessee shall release Weyerhaeuser from its obligations under this Section 7.6.4.

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

7.8 Inspection & Access. Weyerhaeuser (and its employees, contractors, and agents) may enter the Lease Area to inspect Lessee's operations, to remove timber, and for any other purpose consistent with Lessee's rights under this Lease; *Provided*, however, that, with the exception of emergencies, Weyerhaeuser shall endeavor to give Lessee twenty-four (24) hours' notice prior to entering the Lease Area. Weyerhaeuser reserves the right to conduct any and all activities on the Lease Area; *Provided*, however, that such activities do not unreasonably interfere with Lessee's operations.

8. Non-Interference.

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

8.2 Lessee shall not interfere with any other communications site leases or similar agreements on Weyerhaeuser property or any other's radio communications where such communications are operated within their respective frequencies and in accordance with all applicable laws and regulations.

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

9. Governmental Permits. Lessee shall use its best efforts in seeking and maintaining at its own cost and expense all governmental permits needed to conduct its operations under this Lease. Weyerhaeuser shall sign permit applications as landowner/licensor where compliant with this Lease and required by law. Weyerhaeuser also agrees to reasonably cooperate with Lessee's efforts to obtain all private and public consents related to Lessee's use of the Lease Area. Weyerhaeuser shall not be required to accept or execute any government permits that conditions in any manner Weyerhaeuser's property outside of the Lease Area.

10. Assignments.

10.1 Lessee may not assign its rights under this Lease without Weyerhaeuser's prior written consent which consent may be withheld or conditioned if Weyerhaeuser determines in its reasonable discretion that such assignment by Lessee impairs Weyerhaeuser's security, interests, or rights in this Lease.

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

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

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

10.5 No assignment by Lessee shall act as a novation without Weyerhaeuser's explicit prior written permission, which may be withheld for any or no reason in Weyerhaeuser's sole discretion.

11. Insurance.

11.1 It is recognized that Lessee is a unit of local government in the State of Oregon and is insured by:

CityCounty Insurance Services
P.O. Box 1469
Lake Oswego, OR 97035
503.763.3875

Policy Number: 22LTILC

for all exposure to general liability and vehicle liability. Under these provisions, Lessee is continuously insured up to a predetermined insurance retention level at which point excess insurance provides coverage.

11.2 Lessee shall give Weyerhaeuser at least thirty (30) days written notice prior to change in Lessee's insured status.

11.3 Lessee shall ensure that its subcontractors, Collocators, and all of Lessee's contractors, agents, subcontractors, and invitees, have insurance coverages and endorsements as follows:

11.3.1 Commercial General Liability (occurrence form), covering bodily injury and property damage liability, including contractual, products and completed operations, and, if applicable, coverage for explosion, collapse and underground (xcu); with minimum limits of \$5,000,000 per occurrence, \$5,000,000 products and completed operations aggregate and \$5,000,000 general aggregate; Weyerhaeuser shall be designated as an Additional Insured which shall be evidenced by copy of an Additional Insured Endorsement form ISO CG 20 37 07 04 or its equivalent that is to be delivered with and attached to the Certificate of Insurance. The endorsement can either (a) specifically show Weyerhaeuser as an Additional Insured or (b) include the company as an Additional Insured by a Blanket Additional Insured endorsement. Contractor's insurance shall be primary.

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

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

11.4 Coverages in this Section 11 may be reviewed by Weyerhaeuser and revised in Weyerhaeuser's reasonable discretion from time to time, as dictated by economic or

legal considerations, or to conform to the applicable prevailing insurance requirements, and Weyerhaeuser reserves the right to make reasonable changes to the amounts and types of insurance limits and policies required under this Lease.

12. Assumption of Risks. Lessee has been in possession of the Lease Area pursuant to the terms of the Old Lease, and Lessee has inspected the Lease Area to its satisfaction and accepts the Lease Area as is and where is. Weyerhaeuser has made no representations as to the present or future condition of its property and the Lease Area; the ability of Lessee to obtain governmental permits; the time or expenses of obtaining governmental permits, the conditions which might be imposed by government agencies; or any other factor affecting Lessee's risks and use of the Lease Area.

13. Third-Party Claims; Indemnity.

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

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

14. Relocation.

Lessor shall have the one-time right to require Lessee to relocate Lessee's equipment and property at Lessee's sole cost and expense to another location on Lessor's Property (the "Relocation Premises") during Term of this Lease, if:

14.1 Such Relocation Premises is equal to or no greater than five percent (5%) larger than Lessee's then current Premises in size; and

14.2 Lessor has provided Lessee a written notice not less than eighteen (18) months prior to the requested date of relocation, with a map and description of the proposed Relocation Premises.

14.3 If necessary to prevent unreasonable disruption in the operation of Lessee's network in the area served by Lessee's facility at the Premises, Lessee shall designate a temporary site on Lessor's Property which Lessee and Lessor find suitable to operate a temporary facility during the process of relocation and Lessee may operate its facility thereon.

14.4 The Parties and those under their control shall cooperate to carry out the relocation in an expeditious and efficient manner.

14.5 Notwithstanding anything to the contrary stated herein, if Lessor requires Lessee to relocate and the Parties cannot agree on a mutually-suitable Relocation Premises, which may be in whole or in part affixed to a new structure provided by Lessor or Lessee, within six (6) months after Lessor's notice to Lessee, then either Party in their sole discretion may terminate this Lease upon twelve (12) months' written notice to the other Party, with such termination being treated as the natural expiration of this Lease with no additional terms or Holdover.

15. Termination and Surrender.

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

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

15.1.2 Upon payment to Weyerhaeuser of a termination fee, which is not considered to be Rent, that is equal to the lesser of (a) thirty six (36) months of the Rent or (b) the remaining number of months of Rent in the current Term at the then current rate at the time that notice of termination is given. Such termination fee must be paid at the time Lessee notifies Weyerhaeuser of its election to terminate this Lease.

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

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

15.2 Surrender. Upon such notice of termination or upon the natural expiration of this Lease, as directed by Weyerhaeuser in writing, Lessee shall within thirty (30) days of expiration or termination remove all or such portion of its equipment, from the Lease Area (whether constructed during the term of this Lease or the Old Lease), and surrender the Lease Area to Weyerhaeuser in as good a condition as the initial date of the Old Lease, normal wear and tear excepted, and if evidence of this Lease was recorded in the chain of title then Lessee at Lessee's sole cost and expense shall reconvey all of its rights in the Lease Area to Weyerhaeuser by recorded quitclaim deed or other document approved by Weyerhaeuser. Any damage to Weyerhaeuser's property caused by removal and restoration shall be billed to and paid by Lessee. Pursuant to the terms set forth in this Section, if Weyerhaeuser directs Lessee to leave any real or personal property, then within thirty (30) days of the expiration or earlier termination of this Lease, Weyerhaeuser and Lessee shall execute a mutually acceptable Bill of Sale or other evidence of conveyance of such real or personal property.

16. Suspension, Termination for Default; Default and Right to Cure; Remedies.

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

16.2 Default and Right to Cure.

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

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

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

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

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

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

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

16.3 Remedies. Weyerhaeuser's rights to suspend and terminate Lessee's rights under this Lease are in addition to all other available remedies. Lessee's remedies shall be limited to termination of this Lease or the right to cure Weyerhaeuser's default and to deduct the actual costs of such cure from any monies due to Weyerhaeuser from Lessee.

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

Weyerhaeuser:

Weyerhaeuser Timber Holdings, Inc.
Attn: Land Use Manager
Re: Wireless Site Legal Notice
3539 Industrial Way, Suite A
Longview, WA 98632

Lessee:

Tillamook County Communications
Attn: John D. Spence
Communications System Admin
201 Laurel Avenue
Tillamook, OR 97141
Tel: 503.842.3406 Ext. 3481
Fax: 503.842.2721

With a mandatory simultaneously
dispatched copy to:

Weyerhaeuser Company
Attn: Sr. Legal Counsel
RE: Wireless Site Legal Notice
220 Occidental Avenue South
Seattle, WA 98104

Tillamook County
Attn: County Counsel
201 Laurel Avenue
Tillamook, OR 97141
Tel: 503.842.3403

Notices shall be deemed effective upon receipt when hand delivered to addressee, or, if mailed, upon receipt or rejection as evidenced by the U.S. Postal Service. The delivery of the mandatory copy to legal counsel is an administrative step only and does not constitute the notice required by this Section 17.

18. Bankruptcy

18.1 Weyerhaeuser and the Lessee hereby expressly agree and acknowledge that it is the intention of both parties that in the event that during the Term including any Holdover Term of this Lease if Lessee shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a "Proceeding") under the United States Bankruptcy Code, 11 U.S.C. 101, et seq. (the "Code"), this Lease is and shall be treated for all purposes and considered for all intents as an unexpired lease of nonresidential real property for purposes of Section 365 of the Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

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

property under the preceding sentence not paid or delivered to Weyerhaeuser shall be held in trust for the benefit of Weyerhaeuser and be promptly paid to Weyerhaeuser.

19. Other Provisions.

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

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

19.3 Qualified to Do Business. Each party represents that it is legally qualified to do business in the state in which the Lease Area is located.

19.4 Corporate Authority. Each party to this Lease, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Lease and that its execution, delivery, and performance of this Lease has been fully authorized and approved, and that no further corporate approvals or consents are required to bind such party.

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

19.6 Successors and Assigns. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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

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

19.9 Survival. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Lease shall survive and remain in effect following the expiration or termination of this Lease, *Provided*, however, that

nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.

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

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

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

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

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

19.15 Confidentiality. The terms of this Lease may not be disclosed by Lessee to persons other than Lessee's parent entity, its legal counsel, or parties confidentially bound to Lessee (a) without Weyerhaeuser's prior written consent or (b) unless in response to an order of a court.

19.16 Attorneys' Fees. Should any legal action or proceeding be commenced by either party in order to enforce this Lease or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision

herein contained, the prevailing party only in a final judgment on the merits may be entitled to recover its attorneys' fees capped at a maximum of \$200 per hour and other costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action that may be awarded at the discretion of the court. With respect to any provision in this Lease providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process.

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

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

19.19 Estoppel. Each party agrees to furnish to the other such truthful estoppel information within 30 days as the other may reasonably request. Failure of Lessee to provide a response to Weyerhaeuser's estoppel request within 30 days after Lessee's receipt of such request shall be treated for all purposes and by all parties as conclusive proof by Lessee of Weyerhaeuser's full and unconditional compliance with this Agreement.

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

19.21 Payment of Sums during Breach. The receipt of any sum paid by Lessee to Weyerhaeuser after a breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing by Weyerhaeuser.

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

19.23 Signing Order. This Lease shall be executed first by Lessee and then tendered to Weyerhaeuser.

Executed and Effective as of the date first above written.

Weyerhaeuser Timber Holdings, Inc.

**Tillamook County
Board of County Commissioners**

By: _____

By: _____

Its: _____

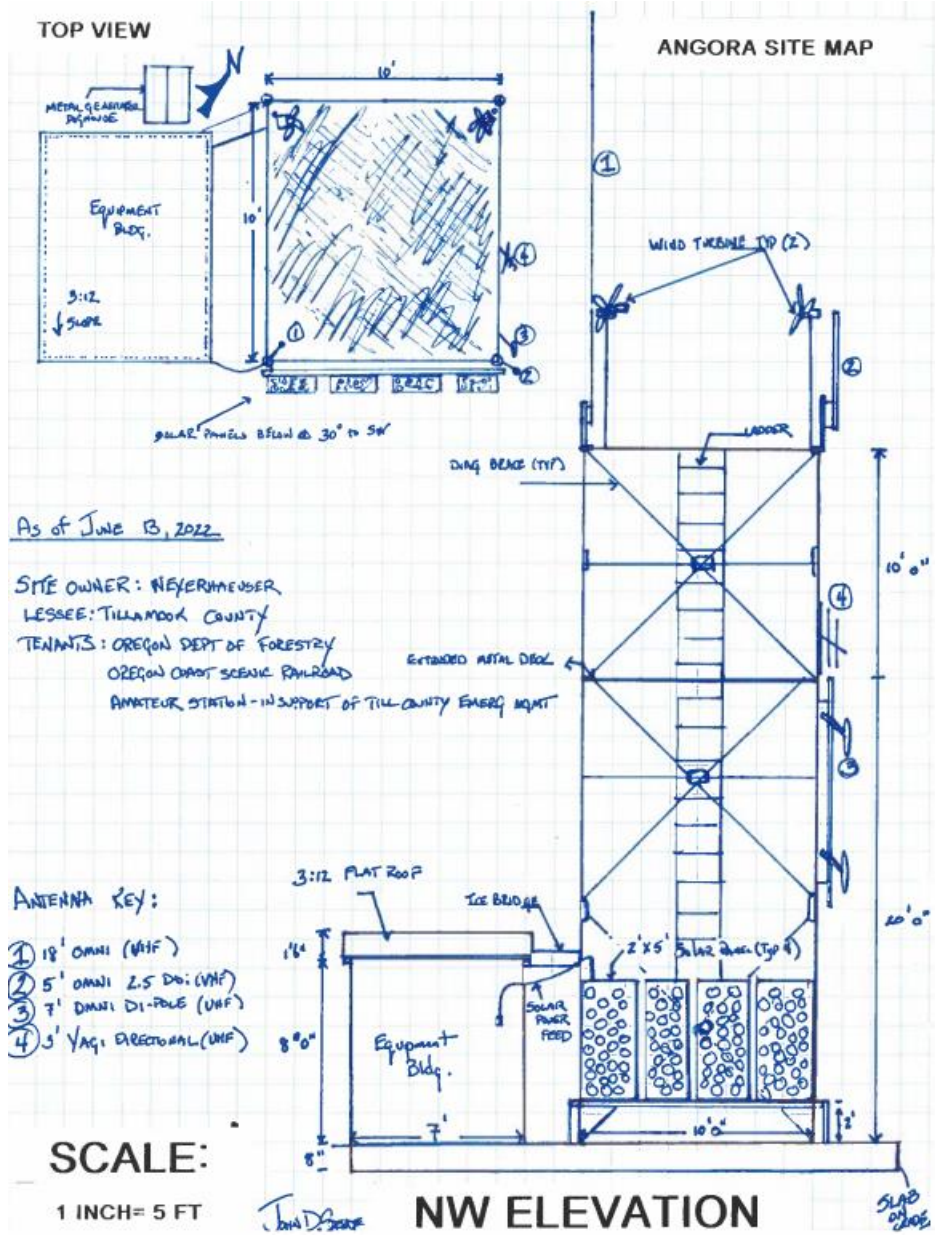
David Yamamoto

Date: _____

Its: Chair, Tillamook County Board of
Commissioners

Date: August 17, 2022

EXHIBIT A Site Plans and Legal Description



Angora Radio Site Information Sheet

As of June 14, 2022

Angora Peak Location: 45°47'12.68"N 123°54'30.63"W

Tenants/Frequencies/Equipment:

Oregon Department of Forestry

Call Sign: WPHK554

Transmit: 151.1900 Receive: 159.4425

Equipment:

(1) Daniels Repeater Station

(1) Tx/Rx VHF Duplexer Cavity

(1) Daniels in-line RF filter

(1) RFI 5' 2.5 dB gain omni-directional antenna SW top tower corner

Oregon Coast Scenic Railroad

Call Sign: WQUP445

Transmit: 160.905 Receive: 160.305

Equipment:

(1) Motorola R1225 Repeater Station

(1) Tx/Rx VHF Duplexer Cavity

(1) Sinclair 18' Unity gain omni-directional antenna NW top tower corner

Amateur HAM Station (used in conjunction with Tillamook County Emergency Mgmt.)

Call Sign: KD7YPY

Transmit: 440.175 Receive: 445.175

Equipment:

(1) Kenwood TKR 850 Repeater Station

(1) Tx/Rx UHF Duplexer Cavity

(1) Telewave 7' Unity gain Dipole UHF Antenna SE leg @ approx. 13' A.G.L.

Tillamook County

Call Sign: WQHE490

Transmit/Receive: 494.00

Telemetry Information Unit

(1) Talon Remote Telemetry Unit

(1) 3' Yagi Directional Antenna SE leg @ approx. 15' A.G.L. mid horizontal plane

(10) 6-volt Deep Cycle 225 Amp hour battery bank wired in series for 12-volt power supply to equipment

(1) Champion LP/Gas 2000-watt generator in steel doghouse

(2) Raptor Wind Turbines 250W max output

(2) Wind Brake switch maxed at 900 RPM

(4) 2'x5' solar panels orientated to SW Horizon on steel mount

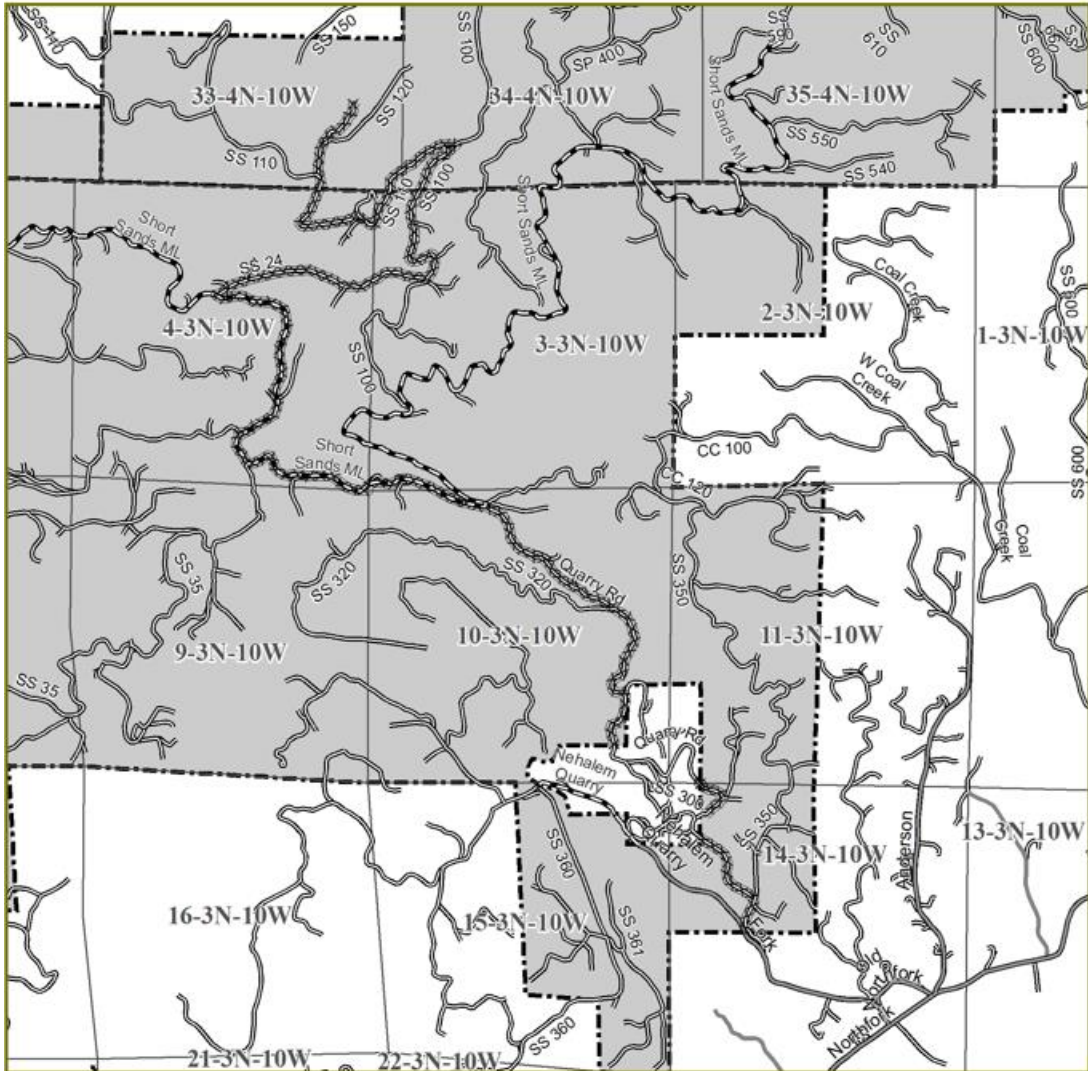
(1) Solar Controller with fused relay connected to battery bank

(1) 225 Amp 12/6-volt wheeled charger

LEGAL DESCRIPTION OF LEASE AREA

Being an area 25 feet by 25 feet at the end of the spur road near the ridge top on the East half of the Northeast quarter of the Southeast quarter of Section 33, Township 4 North, Range 10 West, together with the right to install, operate and maintain as one-inch cable approximately 750 feet in length between said tower site and the fenced generator site, all in the Southeast quarter of Section 33, Township 4 North, Range 10 West, Willamette Meridian, Clatsop County, Oregon,

EXHIBIT B
Tillamook County - Angora Peak Easement Map



Weyerhaeuser Company Tillamook County Sections 3, 4, 9, 10, 11, 14 T3N R10W Sections 33, 34 T4N R10W	xxxxxx Permit Road	N
	--- Weyerhaeuser Property	
	— Major Paved Rd	
	--- Major Gravel Rd	
	— Minor Paved Rd	
	--- Minor Unimproved Rd	

1 inch = 3,000 feet 0 0.75 1.5 Miles 6/20/2022

EXHIBIT C
FORM MEMORANDUM OF LEASE

After recording return document to:

Weyerhaeuser Company
Land Title Dept.
220 Occidental Avenue South
Seattle, WA 98104

Document Title: Memorandum of Communication Site Lease

Reference No. of Related Documents:

Lessor: Weyerhaeuser Timber Holdings, Inc.

Lessee: Tillamook County, Oregon

Legal Description: E½NE¼SE¼ of Section 33, Township 4 North, Range 10 West

Tax Parcel Number:

MEMORANDUM OF COMMUNICATION SITE LEASE

This Memorandum of Communication Site Lease (“Memorandum”) refers to that certain Communication Site Lease effective as of the ____ day of _____, 20____, between **Weyerhaeuser Timber Holdings, Inc.**, a Delaware corporation, (hereinafter called “Weyerhaeuser”) and **TILLAMOOK COUNTY, OREGON** (hereinafter called “Lessee”).

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

Term. The term of the Communication Site Lease commenced on June 30, 2022 and shall expire on June 29, 2027 (the “Expiration Date”).

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

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

Questions. Questions regarding this Memorandum may be addressed to:

Weyerhaeuser Timber Holdings, Inc.
Attention: Recreation Access Manager
1701 Industrial Way
Longview, WA 98632

Dated: _____

Dated: _____

WEYERHAEUSER TIMBER
HOLDINGS INC.

TILLMOOK COUNTY, OREGON

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

EXHIBIT A