
200009210072
Skagit County Auditor
9/21/2000 Page 1 of 6 3:26:34PM

WHEN RECORDED RETURN TO:
Nextel West Corp.,
dba Nextel Communications
10545 Willows Road NE, Suite 100
Redmond, Washington 98052
ATTN: System Development Manager

PACIFIC NORTHWEST MARKET
SITE NAME REBAR/CROWN
SITE NUMBER WA0184-1

DOCUMENT TITLE(s):
1. Memorandum of Agreement

QB 2034 ✓
Title Order Number: SB-10888

ACCOMMODATION RECORDING

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

_____ Additional names on page _____ of documents

GRANTOR(s) / LICENSOR(s):

1. Crown Pacific Limited Partnership, a Delaware limited partnership

_____ Additional names on page _____ of documents

GRANTEE(s) / LICENSEE's:

1. Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications

_____ Additional names on page _____ of documents

LEGAL DESCRIPTION:

S 1/2 N 1/2 Sec. 5, T35N, R8EWM
Complete legal description on page 3 of the document.

Island Title Company has placed
this document for recording as a
customer courtesy and accepts no
liability for its accuracy or validity

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s): 35080510010029

MEMORANDUM OF AGREEMENT

CLERK: Please return this document to:

Nextel West Corp.
dba Nextel Communications
5808 Lake Washington Blvd., Suite 400
Kirkland, WA 98033
ATTN.: System Development Manager

This Memorandum of Agreement is entered into on this 24th day of July, 1997, by and between Crown Pacific Limited Partnership, a Delaware limited partnership, with an office at Mile Post 77 Highway 20, P.O. Box 28, Hamilton, WA. 98255, (hereinafter referred to as "Lessor") and Nextel West Corp., a Delaware corporation, dba Nextel Communications, with an office at 5808 Lake Washington Blvd., Suite 400, Kirkland, Washington 98033 (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Communications Site Lease Agreement ("Agreement") on the 24th day of July, 1997, 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 the latter of the date of the notice or a date certain specified in the notice ("Commencement Date"), which date shall be not later than July 8, 1998 (the "Expiration date"), and terminating on the fifth (5th) 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 A 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

By: Perry Satterlee

Name: Perry Satterlee

Title: President- PNW

Date: 7/24/97

LESSOR:

Crown Pacific Limited Partnership,
a Delaware limited partnership

By: Roger Krueger

Name: Roger Krueger

Title: Secretary

Date: 7-15-97



ACKNOWLEDGMENTS
ALL SIGNATURES MUST BE ACKNOWLEDGED

STATE OF Washington)
) ss.
COUNTY OF King)

The foregoing instrument was acknowledged before me this 24th day of July, 1997, by Perry Satterlee as President-PNW of Nextel West Corp., a Delaware corporation, dba Nextel Communications.

WITNESS my hand and official seal.



Kasey D. Sebastian
Notary Public for Washington
Residing at: Seattle
My commission expires: 5-1-00

State of Oregon

County of _____

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, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 199__

Notary Public for Oregon
Residing at _____
My appointment expires: _____

State of Oregon)
) ss.
County of Multnomah)

I certify that I know or have satisfactory evidence that Roger Krag is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 7-15, 1997



Lori Thornton
Notary Public for Oregon
Residing at Portland OR
My appointment expires: 3-6-99



EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated 7/24, 199 7, by and between Crown Pacific Limited Partnership, as Lessor, and Nextel West Corp., a Delaware corporation, dba Nextel Communications, as Lessee.

The Land is described and/or depicted as follows (metes and bounds description):

The South Half of the North Half of Section 5, Township 35 North, Range 8 East of the Willamette Meridian.

Situated in Skagit County, Washington.

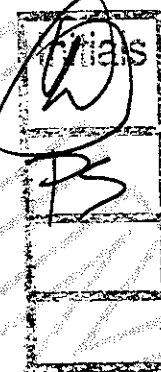
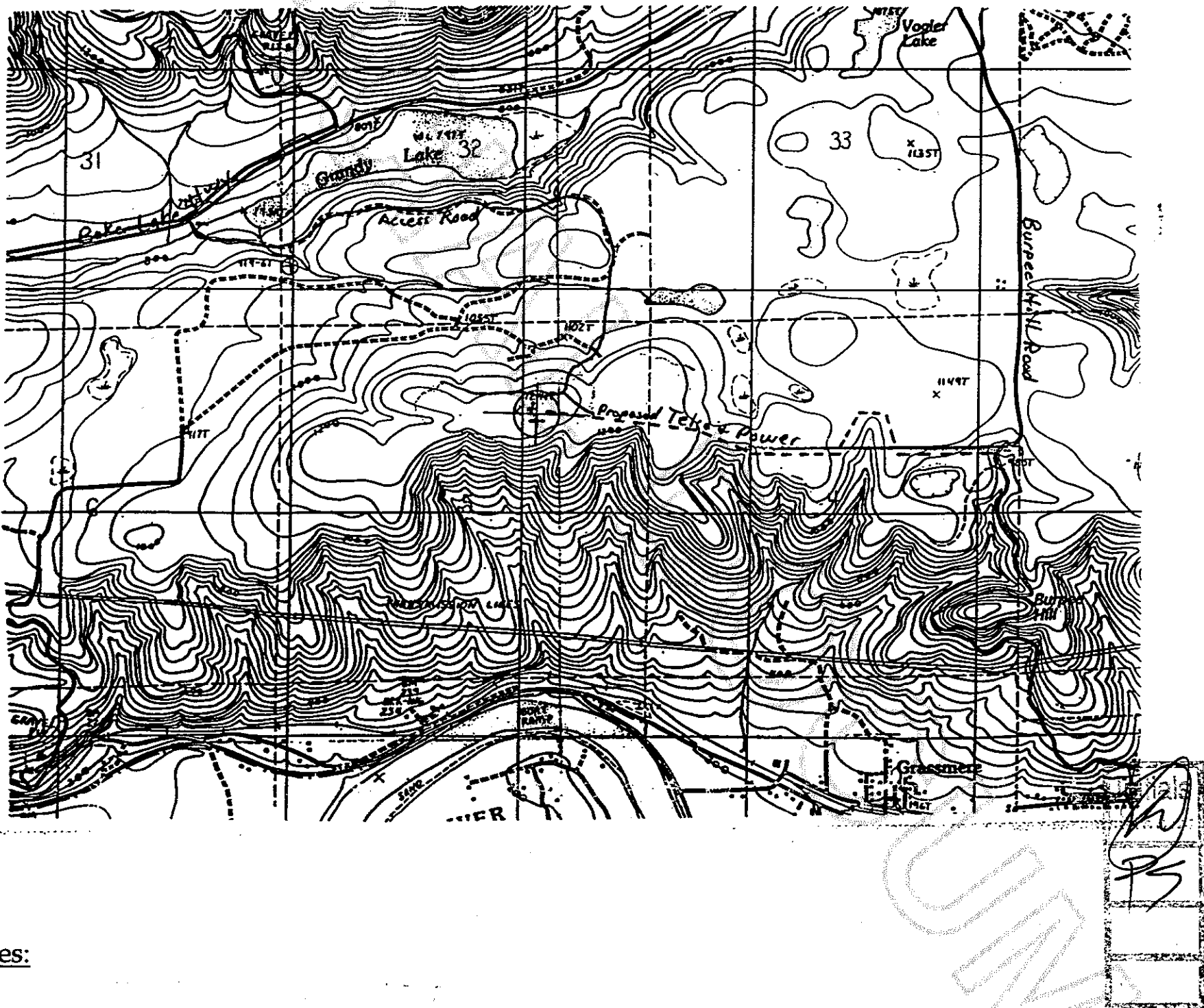


EXHIBIT B
(page 2 of 2)
DESCRIPTION OF PREMISES

to the Agreement dated 7/24, 1997, by and between Crown Pacific Limited Partnership, as Lessor, and Nextel West Corp., a Delaware corporation, dba Nextel Communications, as Lessee.

The Premises are described and/or depicted as follows:



Notes:

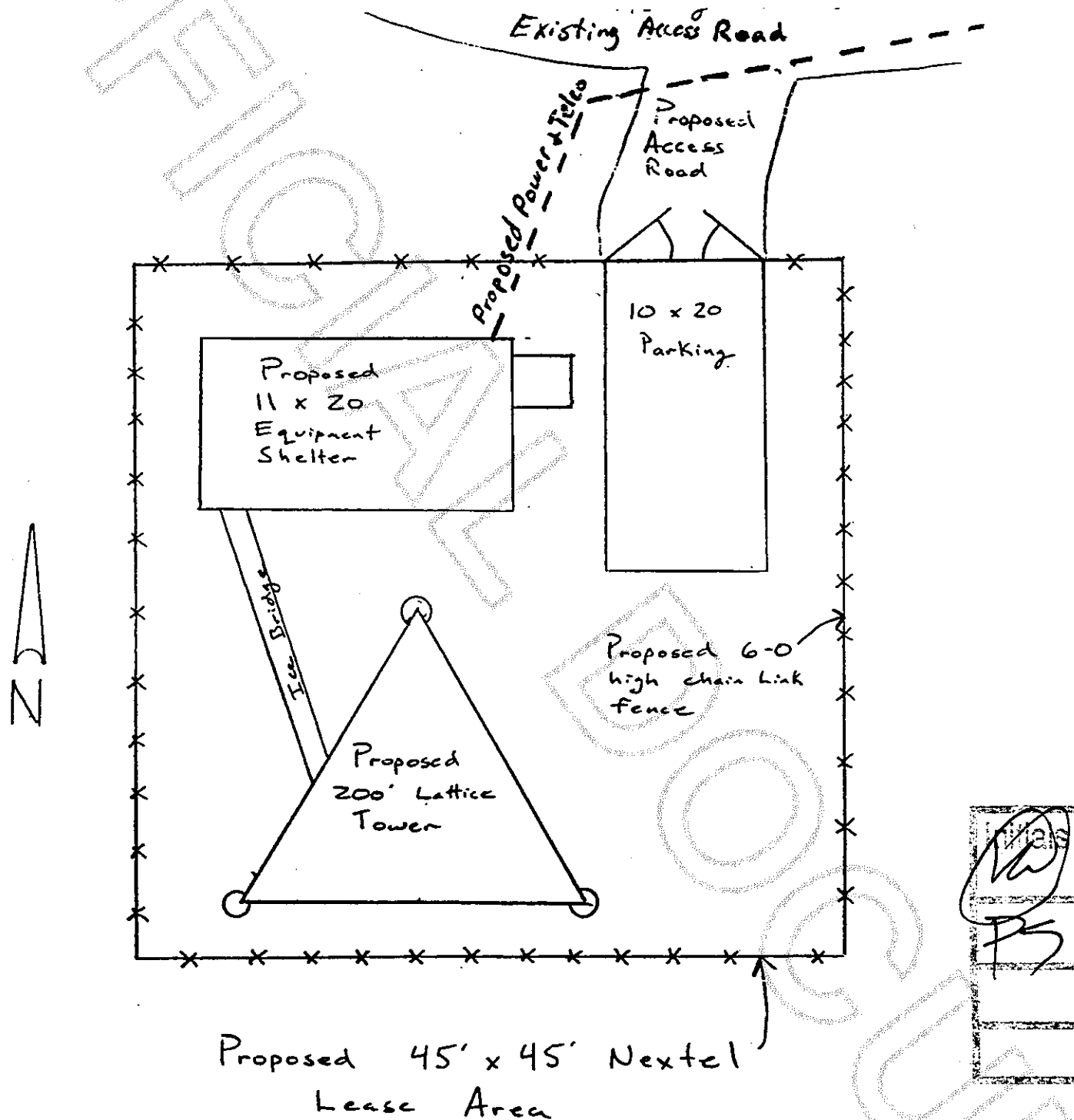
This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
Width of access road shall be the width required by the applicable governmental authorities, 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.



EXHIBIT B
(page 1 of 2)
DESCRIPTION OF PREMISES

to the Agreement dated 7/24, 1997, by and between Crown Pacific Limited Partnership, as Lessor, and Nextel West Corp., a Delaware corporation, dba Nextel Communications, as Lessee.

The Premises are described and/or depicted as follows:



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.

