

ORIGINAL



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Skagit County Auditor  
11/8/2000 Page 1 of 15 9:58:41AM

Return Address:  
American Tower Management, Inc.  
501 Canal Blvd., Suite E  
Pt. Richmond, CA 94804  
Attn: Property Management

Site Name: Lyman  
Site Number: 43434

### EASEMENT AGREEMENT

**Document Title:**

1. Easement Agreement
- 2.

**Reference Number(s) of Documents assigned or released:** None

**Grantor(s)** (Last name first, then first name and initials):

1. Norette General Partnership, a Washington General Partnership
- 2.

**Grantee:**

1. American Tower Management, Inc., a Delaware corporation

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)

**Section 11 TWN 35 N RANGE 05 E LOT 39**

☒ Full legal is on pages \_\_\_\_\_ of document.

**Assessor's Property Tax Parcel/Account Number**

**Tax Acc. #: 350511-4-004-0017**

38031  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

NOV 2 2000  
Amount Paid \$ 54.15  
penalty  
excise 460.50  
Skagit County Treasurer, Deputy  
By: [Signature] Total 514.65

This Agreement ("Agreement") is entered into this 25th day of August, 2000, ("Effective Date") between American Tower Management, Inc., a Delaware corporation, ("Grantee"), and Norette General Partnership, a Washington General Partnership, ("Grantor").

In consideration of **One Hundred Dollars (\$100.00)** in hand paid, receipt of which is hereby acknowledged, and in consideration of the performance by Grantee of the covenants, terms and conditions hereinafter set forth, Grantor hereby conveys and warrants to Grantee an exclusive easement over, across, upon, in, and under Grantor's real property ( the "Property") described in the attached Exhibit A, for any purpose or activity related to or connected with the provision of communications services ("Permitted Use"), including but not limited to (i) the transmission and reception of radio communication signals in all frequencies authorized by governmental authorities, and (ii) the erection, maintenance and operation of telecommunications facilities, which facilities include, without limitation, any type of antenna support structures, foundations, utility lines, transmission lines, air conditioned equipment shelter(s), access roads, fences, electronic equipment, radio transmitting and receiving antennas, supporting equipment and structures thereto ("Grantee Facilities"); together with a nonexclusive easement over, across and under the Property for the purpose of access and utilities. The location of the exclusive easement is described and depicted in the attached Exhibit B, as the same may be modified under paragraph 3(a) ("Exclusive Easement"). The location of the nonexclusive easement is described and depicted in the attached Exhibit C ("Nonexclusive Easement"). The Exclusive Easement and the Nonexclusive Easement are collectively referred to hereinafter as the "Easement" or the "Easement Area." The Easement is located **off of Outlook Lane** in the county of **Skagit**, in the state of Washington. The Exclusive Easement comprises approximately **six thousand four hundred (6,400)** square feet.

The Easement is granted subject to and conditioned upon the following terms, conditions and covenants which Grantee and Grantor hereby promise to faithfully and fully observe and perform.

1. **Contingencies.** Grantee's obligations under this Agreement are subject to the following contingencies:

(a) Grantee is able to obtain and maintain all governmental licenses, permits and approvals required for its intended use of the Easement Area. Grantor agrees to cooperate with Grantee, at Grantee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals, **including any expense arising as a result of the application for any such governmental license, permit or approval, including expenses of litigation initiated by third parties that may arise from such applications**, that may be required for Grantee's intended use of the Easement Area.

(b) Grantee may perform some or all of the following activities ("Permitted Activities"): surveys, geo-technical soil borings and analyses, Phase I environmental audits, boundary surveys, title searches, radio propagation studies and such other tests and inspections of the Easement Area which Grantee may deem necessary or advisable. The results of such studies SHALL NOT reveal obstructions, encroachments or defects which Grantee, in Grantee's sole judgment determines would interfere with Grantee's intended use of the Easement Area. Grantor consents to Grantee and Grantee's customers', their employees, agents and independent contractors entering upon the Property and performing the Permitted Activities at any time following the Effective Date. Grantee agrees to repair any damage to the Property that was caused by any of the Permitted Activities.

2. **Duration.** The Easement shall commence on the **25th day of August, 2001** or the start of construction of an antenna support structure, whichever first occurs ("Commencement Date") and terminating



on the fifth (5<sup>th</sup>) anniversary of the Commencement Date (the "Easement Term") unless otherwise terminated as otherwise provided in this Agreement. However, Grantee shall have the right to extend the Easement Term for **nine (9)** successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. The Easement Term shall be automatically extended for each successive Renewal Term unless Grantee notifies Grantor of its intention not to exercise its option to renew at least ninety (90) days prior to the expiration of the then existing Term or Renewal Term. Upon the extension of each and every Renewal Term, the term "Term" shall include the Term and the Renewal Terms(s). In addition to other termination rights set forth herein, during the Term hereof, Grantee shall have the right to terminate this Agreement at any time upon thirty (30) days notice after the Commencement Date if in Grantee's sole judgment the Easement is not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference.

### 3. Improvements.

(a) Grantee and Grantee's customers have the right to do all work necessary to prepare, maintain and/or alter the real property included within the Easement Area for Grantee's Permitted Use ("Grantee's Construction"). All of Grantee's Construction and installation work shall be performed at Grantee's sole cost and expense and in a good and workmanlike manner. Notwithstanding any other provision to the contrary, Grantee shall have the right to approve the plans and supervise the work of any future third party carrier co-locating on any portion of the **Easement Area**.

(b) Title to the Grantee Facilities shall be held by Grantee. All of Grantee Facilities shall remain Grantee's personal property and are not fixtures no matter how such Grantee Facilities are attached or affixed to the Easement. Grantee and Grantee's customers shall have the right to add, modify or remove all Grantee Facilities at its sole expense on or before the expiration or earlier termination of the Easement. Grantee shall repair any damage to the Easement Area caused by such removal. Grantor waives any lien rights it may have concerning the Grantee Facilities. Grantor acknowledges that Grantee may now or in the future enter into financing arrangements with financing entities for the financing of the Grantee Facilities (the "Collateral") with a third party financing entity. In connection therewith, Grantor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from claim of interest by Grantor, whether by execution, foreclosure, levy, attachment, or otherwise, and that such Collateral may be removed at any time without recourse to legal proceedings. Upon expiration or earlier termination of the Easement, Grantee shall remove all above grade improvements on the Easement and restore the Easement to the as good of condition as received excepting normal wear and tear, casualty, or damage caused by Grantor or Grantor's agents, employees, or contractor's negligence, omissions, or willful misconduct.

(c) Grantee shall pay for the utilities it consumes in its operations. Grantor agrees to sign such documents or easements as may be required by utility companies or others to provide such service. Any easement necessary for such power or other utilities will be at a location reasonably acceptable to Grantor and the servicing utility company, and shall run with the Term and Renewal Terms of this Easement.

(d) Unless Grantee consents in writing, Grantor shall not place any fencing, gates or other barriers on the Property or elsewhere that would prevent, limit, or otherwise impede access to the Easement



Area by Grantee, its agents, employees, customers, contractors, subcontractors, lenders, invitees, or others granted access to the Easement Area by Grantee. Grantee, its agents, employees, customers, contractors, subcontractors, lenders, invitees, and other such third parties shall have unconditional, unlimited access to the Easement Area.

4. **Interference.** Grantor shall not use, nor shall Grantor permit its tenants, licensees, employees, invitees or agents to use any portion of the Easement in any way, which interferes with the Permitted Use of Grantee and/or Grantee's customers. Grantor understands that Grantee markets, leases, subleases, sublicenses, and operates multi-use telecommunications facilities and any and all such interference shall be a material breach of this Agreement by Grantor, who shall, upon notice from Grantee, be responsible for eliminating said interference. In the event any such interference does not cease within twenty-four (24) hours of receipt of notice to Grantor, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, Grantee shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference and/or to terminate the Easement (and the obligations of Grantee hereunder) immediately upon notice.

5. **Easement Fee.** As partial consideration for the Easement granted to Grantee, within 15 days of the Commencement Date and within ten (10) days of the first day of each month during the existence of this Easement thereafter, Grantee shall pay to Grantor a fee of **Five Hundred Dollars (\$500.00)** each month ("**Easement Fee**"). The Easement Fee for any fractional month shall be prorated based on the actual number of days in such months. **On the (5<sup>th</sup>) fifth anniversary date of the Commencement Date, and every (5<sup>th</sup>) fifth anniversary date thereafter the Easement Fee shall be increased by fifteen percent (15%) of the then Easement Fee.**

6. **Taxes.** Grantee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Grantee Facilities. Grantor shall pay when due all real property taxes and all other fees and assessments attributable to the Property. However, Grantee shall pay any increase in real property taxes levied against the Easement Area which is directly attributable to Grantee's use of the Easement Area or the presence of the Grantee Facilities on the Easement Area following proof of such increase to Grantee. Grantee shall have the right to contest the amount of such increase, and Grantor shall cooperate in such contest.

7. Indemnification; **Insurance.**

(a) **Indemnification.** Grantee shall indemnify and hold Grantor harmless against and from any claim, liability or loss arising from personal injury or property damage resulting from or arising out of the use and occupancy of the Easement Area by Grantee or its employees or agents but not customers, excepting, however, such claims, liabilities and losses as may be due to or caused by the acts or omissions of Grantor or its employees or agents, and shall further indemnify and hold Grantor harmless against and from all actual damages caused by any breach or default in the performance of any obligation on Grantee's part to be performed under the terms of this Agreement. Grantor shall indemnify, defend and hold Grantee harmless against and from any claim, liability or loss arising from personal injury or property damage resulting from or arising out of the use and occupancy of the Easement by Grantor or its employees or agents, excepting,



however, such claims, liabilities and losses as may be due to or caused by the acts or omissions of Grantee or its employees or agents, and shall further indemnify, defend and hold Grantee harmless against and from all actual damages caused by any breach or default in the performance of any obligation on Grantor's part to be performed under the terms of this Agreement. Notwithstanding anything to the contrary in this Agreement, **GRANTEE AND GRANTOR EACH HEREBY WAIVE THE RIGHT TO RECOVER CONSEQUENTIAL (INCLUDING LOST PROFITS), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES.**

(b) **Express Negligence.** THE FOREGOING INDEMNITIES SET FORTH IN THIS PARAGRAPH 7 ARE INTENDED TO BE ENFORCEABLE AGAINST THE PARTIES IN ACCORDANCE WITH THE EXPRESS TERMS AND SCOPE THEREOF NOTWITHSTANDING ANY STATE'S EXPRESS NEGLIGENCE RULE OR ANY SIMILAR DIRECTIVE THAT WOULD PROHIBIT OR OTHERWISE LIMIT INDEMNITIES BECAUSE OF THE SIMPLE OR GROSS NEGLIGENCE (WHETHER SOLE, CONCURRENT, ACTIVE OR PASSIVE) OR OTHER FAULT OR STRICT LIABILITY OF ANY OF THE INDEMNIFIED PARTIES.

(c) **Insurance.** Grantee shall maintain during the Term of the Agreement, general comprehensive liability insurance of at least \$1,000,000 per occurrence and an umbrella policy of no less than \$5,000,000, naming the Grantor as an additional insured. Upon request by Grantor from time to time, Grantee shall deliver a certificate of insurance evidencing such coverage.

(d) **Waiver of Subrogation.** As a part of the consideration of this Agreement, each of the parties hereto hereby releases the other from all liability for damage or loss, to the extent compensated by any insurance policy, due to any act or neglect that is incurred in connection with or arises from any default or willful or negligent act or omission of such party, or its employees, agents, contractors or servants in or about the Property, either prior to, during or after the expiration of the Term of the Agreement; provided, nothing in this Paragraph shall be interpreted as or have the effect of relieving or modifying any obligation of any insurance company and shall be void if and to the extent it would have such effect.

(e) **Damage to Grantee Facilities.** In the event that the Grantee Facilities are destroyed or damaged in whole or in part by fire, lightning, windstorm, flood, earthquake, explosion, collapse, aircraft or other vehicle damage or other casualty, Grantee shall, have the right but not the obligation to repair or rebuild the Grantee Facilities and Grantee may elect to terminate the Term of this Agreement upon thirty (30) days written notice to Grantor upon such casualty.

8. **Condemnation.** In the event Grantor receives notification of any condemnation proceedings affecting all or part of the Easement Area, Grantor will provide notice of the proceeding to Grantee within forty-eight (48) hours. If a condemning authority takes all of the Easement Area, or a portion sufficient, in Grantee's sole determination, to render the Easement Area unsuitable for Grantee, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Easement Area, which for Grantee will include, where applicable, the value of the easement rights granted herein to Grantee, the value of the Grantee Facilities, moving expenses, and business dislocation expenses. Grantee will be entitled to reimbursement for any prepaid Easement Fee. If the taking affects the quality of the Nonexclusive Easement, but in Grantee's sole



determination does not render the Exclusive Easement unsuitable for Grantee, the Nonexclusive Easement shall be modified so as to provide the same quality of easement for access and utilities as was provided by the Nonexclusive Easement prior to the taking.

9. **Choice of Law; Attorney's Fees.**

(a) This Agreement shall be governed by the laws of the state of Washington and venue shall be in the county in which the Property is located.

(b) If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

10. **Grantee's Default.**

(a) **Opportunity to Cure.** If Grantee shall fail to pay any Easement Fee or other amounts payable under this Agreement when due, or if Grantee should fail to perform any other of the covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against Grantee on account thereof, Grantor shall first provide Grantee with written notice of the failure and provide Grantee with a ten (10) day period to cure such failure (if the failure is a failure to pay Easement Fees or any other sum of money under this Agreement) or a sixty (60) day period to cure such failure (if the failure is a failure to perform any other covenant, term or condition of this Agreement). If the failure is not a failure to pay Easement Fees or any other sum of money payable hereunder but is not capable of being cured within a sixty (60) day period, Grantee shall be afforded a reasonable period of time to cure the failure provided that Grantee promptly commences curing the failure after the notice and prosecutes the cure to completion with due diligence.

(b) **Grantor's Remedies.** If Grantee does not cure its default within the applicable cure period therefor, Grantor may declare the Term of this Agreement ended and reenter the Property and take possession thereof and remove all persons therefrom. Within thirty (30) days of receipt, Grantor shall remit to Grantee any and all rents, fees, or other monies that Grantor receives from any third parties that are either a Grantee customer, licensee, lessee, sublicense, sublessee, upon the date of expiration or earlier termination of the Agreement for the use of or occupancy on the Grantee Facilities.

11. **Grantor's Default.** In the event that Grantor breaches this Agreement or otherwise fails to perform or observe any covenant or condition applicable to it under the terms of this Agreement, then Grantee, in addition to any other remedies provided for herein, may elect any one or more of the following remedies:

(a) Grantee may compel specific performance by Grantor (with the understanding that it is impossible to measure in money the damages that will accrue by reason of the failure to perform any of the obligations under this Agreement, that the court in such an action may grant injunctive relief and, to that end, Grantor hereby waives the claim or defense therein that Grantee has adequate remedy at law and Grantor shall not argue in any such action or proceeding the claim or defense that such a remedy at law exists.);





(b) Grantee may terminate the Easement and its obligations under this Agreement;

(c) Grantee may pursue any and all other legal remedies available to it, with or without terminating the Easement and this Agreement, including without limitation recovering its actual damages caused by the breach or failure of Grantor.

12. **Assignment and Leasing.** Grantee may assign all or any part of its interest in the Property granted by this Agreement or any other rights held by Grantee under this Agreement at any time without the prior consent of Grantor, subject to the assignee assuming all of Grantee's obligations herein that correspond with the interest being assigned. Grantor may assign this Agreement upon written notice to Grantee, subject to the assignee assuming all of Grantor's obligations herein. Grantee may, without Grantor's consent, lease or license the use of all or any portion of the Easement Area or Grantee Facilities, including, but not limited to, ground space and tower space, to one or more entities. Grantee may record any agreement permitted by this paragraph 12.

13. **Notices.** All notices, requests, demands, fee payments and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following address on the date received:

If to Grantor, to:

Norette General Partnership  
P.O. Box 3366  
Arlington, WA 98223

If to Grantee, to:

American Tower Corporation  
501 Canal Blvd., Suite E  
Pt. Richmond, CA 94804  
Attn: Property Management  
Tel: (510) 236-3700

with a copy to:

Attn: Office Manager

Either party may change its address or telephone number for purposes of this Paragraph 13 by giving notice of such change in the manner provided in this Paragraph 13.

14. **Hazardous Materials.** Grantor shall defend, hold Grantee harmless from and indemnify Grantee against any claims, damage, loss, expense, response costs or liability, including consultant fees and reasonable attorneys' fees, resulting from the presence or suspected presence of hazardous substances on, under or around the Easement or resulting from hazardous substances being generated, stored, disposed of or transported to, on, under or around the Easement before, during, and after the Commencement Date of the Agreement as long as the hazardous substances were not generated, stored, disposed of or transported to, on, under or around the Easement by Grantee or its employees, agents or contractors. Grantee shall hold Grantor harmless from and



indemnify Grantor against any damage, loss, expense, response costs or liability, including consultant fees and reasonable attorneys' fees, resulting from hazardous substances generated, stored, disposed of or transported to, on or under the Property as a result of Grantee's use of the Easement Area. For purposes of this Agreement, "hazardous substances" shall mean (i) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, (ii) any substance which is flammable, radioactive, corrosive or carcinogenic, (iii) any substance the presence of which on the Property causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the property or property adjacent thereto, or (iv) any substance the presence of which on the Property requires investigation or remediation under any hazardous substance law, as the same may hereafter be amended. "Hazardous substance law" means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Emergency Planning and Community Right to Know Act (SARA Title III) 42 U.S.C. §11001 et seq.; and any similar and applicable state law or regulation. Notwithstanding anything to the contrary in this Agreement, Grantee and Grantor each hereby waive the right to recover consequential (including lost profits), punitive, exemplary and similar damages. Notwithstanding anything to the contrary in this Agreement in this Paragraph 14 Grantee shall not be responsible for any contamination that may migrate onto or under the Easement, not caused by Grantee. Grantor shall provide Grantee with copies of any and all environmental assessments of the Easement or any part thereof on the Effective Date of the Agreement and having a continuing obligation to provide same throughout the Term of the Agreement.

15. **Authority.** Each person executing this Agreement on behalf of any party hereto warrants that he has the right and authority to execute this Agreement, and that all the procedures and approvals that are necessary and required to enable him to properly execute this Agreement and to bind the person or entity whom he represents in accordance with the terms hereof have been followed and/or secured. Each party agrees to execute and deliver all documents and to perform all further acts as may be reasonably necessary to carry out the provisions of this Agreement.

16. **Miscellaneous.**

(a) **Binding Effect.** The Easement and the rights and obligations of the hereto shall be binding upon and shall inure to the benefit of the respective parties, and their heirs, successors, executors, personal representatives, administrators and assigns. The covenants of Grantor herein shall also run with and shall be appurtenant to the Property and shall apply to all persons who own or acquire an interest in the Property or any part thereof.

(b) **Headings; Gender.** The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable.





(c) **Limited Relationship.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent, partnership, joint venture or any association between Grantee and Grantor other than contracting parties.

(d) **Survival.** The provisions hereof, which by their nature are continuing, including without limitation the parties agreements and liabilities in Sections 3, 6, 7, 9, 10, 11, 13, 14, 16(e), 16(h), 17 and shall continue in full force and effect and shall to bind the parties beyond any termination, cancellation or expiration hereof and shall not be deemed to merge into any deed or other conveyance or document to be provided pursuant to this Agreement.

(e) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then such provisions shall be severed from this Agreement and the remainder will remain in full force and effect.

(f) **Waivers.** The failure of either party at any time to require performance of any provision of this Agreement shall not limit such party's right to enforce said provision or require the timely performance of any other obligation. The waiver of any breach of any provision in this Agreement shall not constitute a waiver of any succeeding breach thereof or the breach of any other provision.

(g) **Time of Performance.** Time is of the essence in the performance of each obligation set forth in this Agreement.

(h) **Entire Agreement.** This Agreement, including the Addendum and Exhibits, and any written Amendments hereto that may be executed from time to time by the parties, constitutes the entire agreement between the parties pertaining to the subject matter hereof and contains all the agreements, promises and understandings between the Grantor and Grantee, and no verbal or oral agreements, promises, statements, assertions or representations by Grantor or Grantee or any employees, agents, contractors or other representations of either, shall be binding upon Grantor or Grantee. This Agreement cannot be changed, modified or amended, in whole or in part, except by a written amendment executed by Grantor and Grantee in the same manner as this Agreement is executed.

(i) **Brokers.** Neither party to this Agreement shall be liable for any real estate brokers' or leasing agents' commissions in the absence of a written agreement, which expressly provides therefor and is signed by the party to be charged. Each of Landlord and Tenant shall indemnify and defend and hold harmless each other from and against any liability arising from such claims for commissions as a result of its acts.

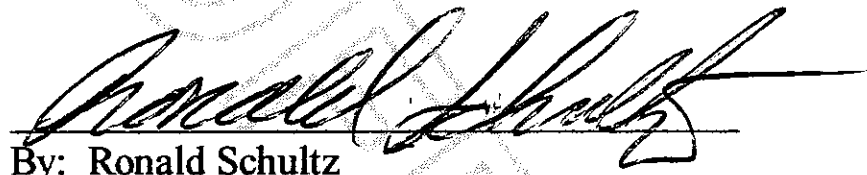
17. **Mortgages / Sale of Property.** Grantor agrees in the event that the entire Easement or any part thereof is sold, mortgaged or otherwise encumbered, said conveyance shall be subject to the terms and conditions of this Agreement and Grantee's right of occupancy thereunder so that Grantee shall not be affected by any such sale or foreclosure on any mortgage on the Easement or any part thereof.

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

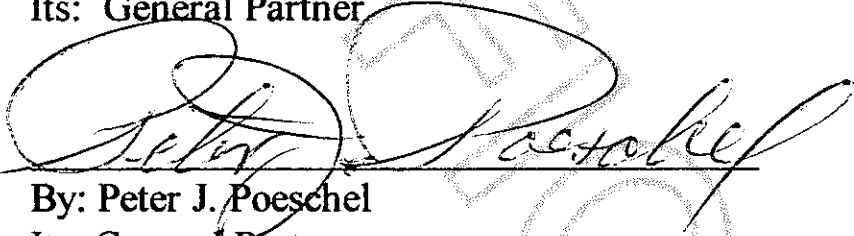


**GRANTOR:**

**Noretap General Partnership,  
a Washington General Partnership**



By: Ronald Schultz  
Its: General Partner



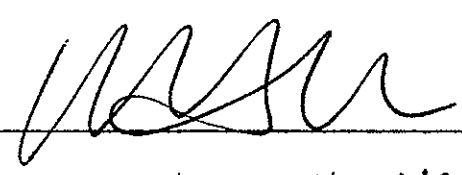
By: Peter J. Poeschel  
Its: General Partner

Date: 8/25/00

Tax I.D.#: 91-132-2622

**GRANTEE:**

**American Tower Management, Inc.,  
a Delaware corporation**

By: 

Name: William H. Nemin Jr.

Title: Assistant Secretary

Date: 10-18-00

Tax I.D.#: \_\_\_\_\_

**[ACKNOWLEDGMENTS]**



**ACKNOWLEDGEMENT**

State of Washington

County of ~~Skagit~~

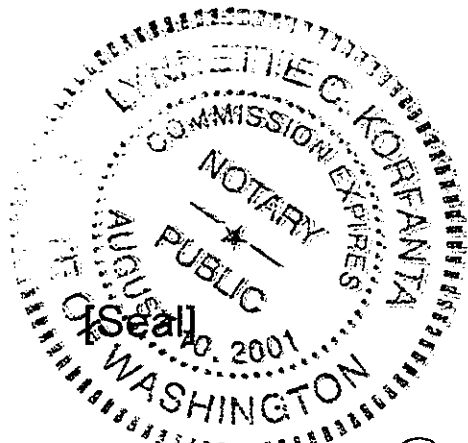
SS.

On this the **25th** day of **August, 2000** before me,

Lynnette C. Korfanta the undersigned Notary Public, personally appeared

**Ronald Schultz, General Partner of Noretap General Partnership & Peter J. Poeschel, General Partner of Noretap General Partnership**

known to me to be the persons and whose names are subscribed to the foregoing document, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said **General Partnership**.



WITNESS my hand and official seal.

Lynnette C. Korfanta  
NOTARY PUBLIC

My Commission Expires: 8-10-2001

This Notary is attached to that certain EASEMENT AGREEMENT ~~AND RIGHT OF FIRST REFUSAL~~ dated **August 25<sup>th</sup>, 2000**.



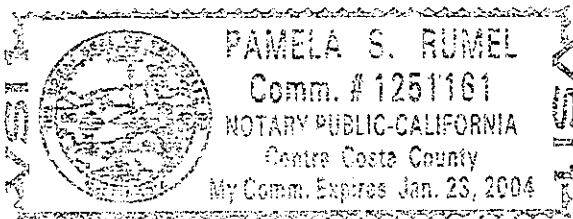
**CORPORATE ACKNOWLEDGEMENT**

State of California }  
County of Contra Costa } SS.

On this the 23<sup>rd</sup> day of October, 2000 before me, PAMELA S. RUMEL, the undersigned Notary Public, personally appeared

WILLIAM H. NEVIN, Jr.

known to me to be the person and officer whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.



[seal]

WITNESS my hand and official seal.

A handwritten signature in black ink, appearing to read 'P. Rumel', written over a horizontal line.

NOTARY PUBLIC

My Commission Expires: January 23, 2004

This Notary is attached to that certain Easement Agreement dated 25 August 2000

Site; # 43434 - Lyman



200011080052

, Skagit County Auditor

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EXHIBIT A

DESCRIPTION OF PROPERTY

to the Easement Agreement dated **August 25, 2000**, by and between **Noretap General Partnership, a Washington General Partnership**, as Grantor, and **American Tower Management, Inc.**, a Delaware corporation, as Grantee.

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

THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., EXCEPT ROAD RIGHT-OF-WAY KNOWN AS THE BACUS HILL ROAD, AS CONVEYED TO SKAGIT COUNTY BY DEED RECORDED JULY 3, 1953, AS AUDITOR'S FILE NO. 490200, ALSO EXCEPT MINERAL RESERVATIONS AS RESERVED IN INSTRUMENT RECORDED OCTOBER 11, 1988, AS AUDITOR'S FILE NO. 8810110042.

TOGETHER WITH NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS CREATED AND AMENDED BY INSTRUMENTS RECORDED AS AUDITOR'S FILE NOS. 8902210090, 8910230016 AND 8910300086, RECORDS OF SKAGIT COUNTY, WASHINGTON.

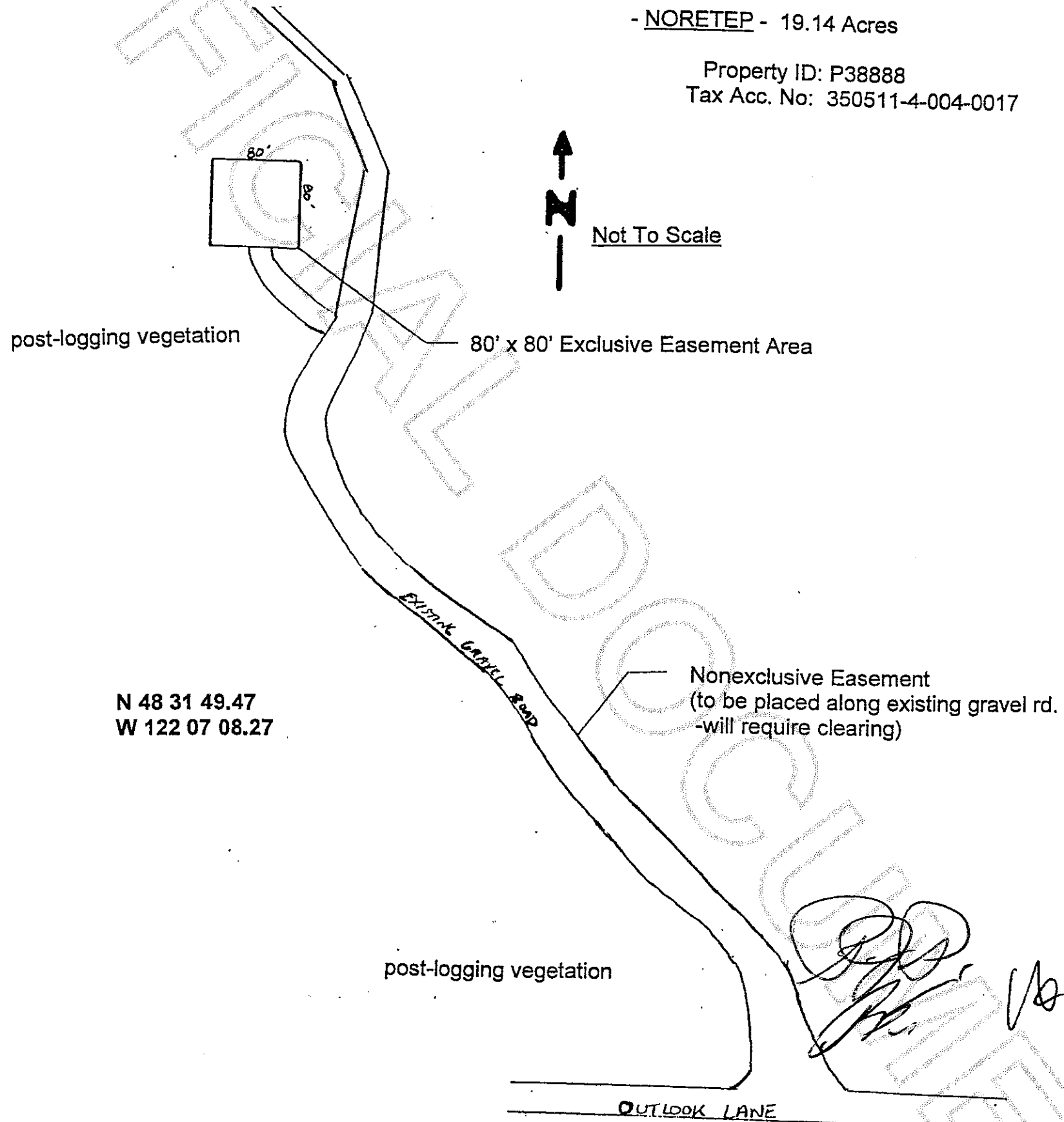


EXHIBIT B

DESCRIPTION OF EXCLUSIVE EASEMENT AREA

to the Easement Agreement dated August 25, 2000, by and Noretap General Partnership, a Washington General Partnership, as Grantor, and American Tower Management, Inc., a Delaware corporation, as Grantee.

The Exclusive Easement is described and/or depicted as follows:



Notes:

1. This Exhibit may be replaced or supplemented by a land survey of the Easement Area once it is received by Grantee.
2. Setback of the Easement Area from the Land's boundaries shall be the distance required by the applicable governmental authorities.



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Skagit County Auditor

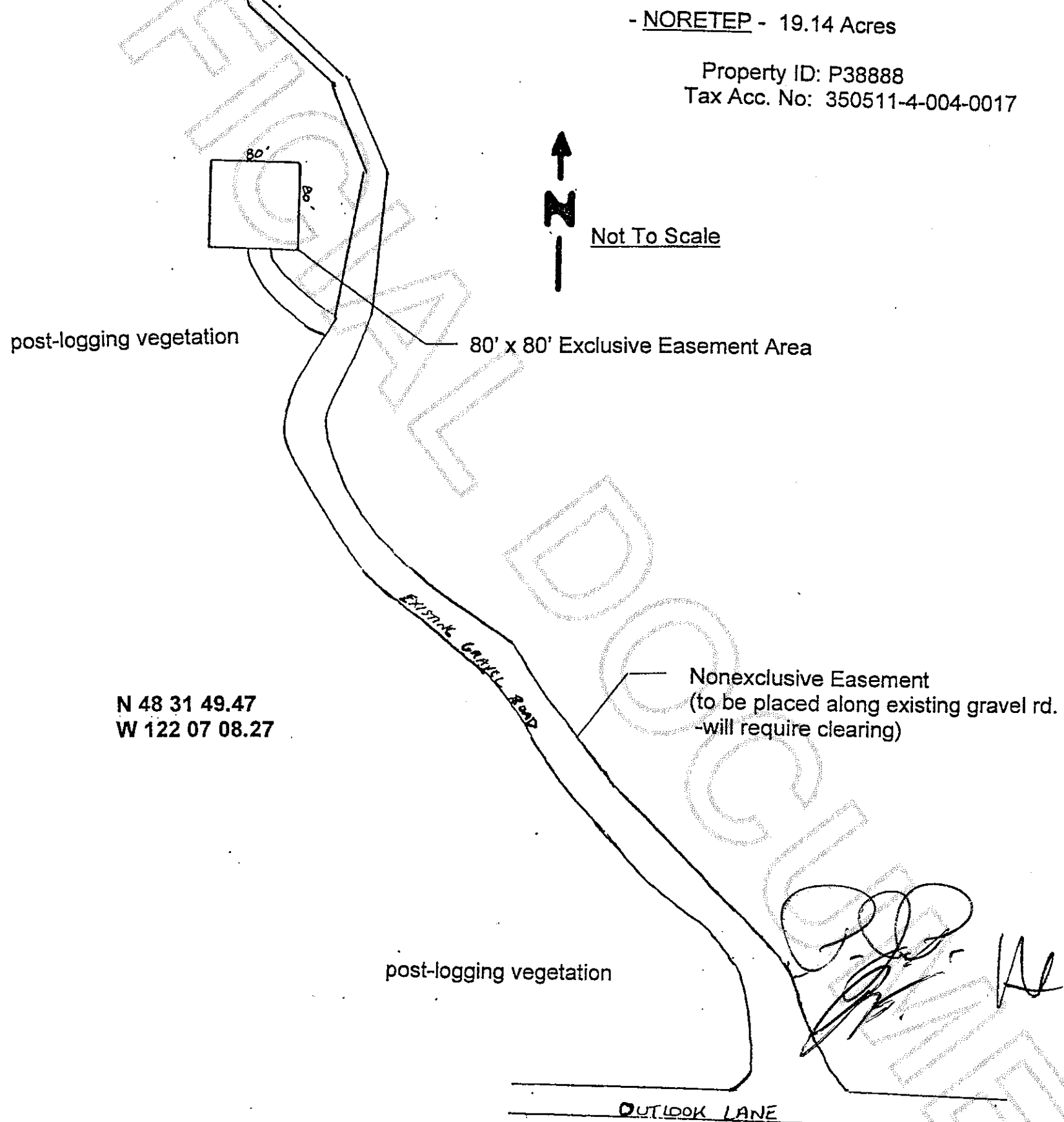


EXHIBIT C

DESCRIPTION OF NONEXCLUSIVE EASEMENT AREA

to the Easement Agreement dated August 25, 2000, by and between Norette General Partnership, a Washington General Partnership, as Grantor, and American Tower Management, Inc., a Delaware corporation, as Grantee.

The Nonexclusive Easement is described and/or depicted as follows:



Notes:

1. This Exhibit may be replaced or supplemented by a land survey of the Easement Area once it is received by Grantee.
2. Setback of the Easement Area from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.



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Skagit County Auditor