



200408020130

Skagit County Auditor

8/2/2004 Page 1 of 11 11:56AM

Document Title:Memorandum of Assignment and Assumption AgreementReference Number:SE 63XC 208 199910060087Grantor(s):☐ additional grantor names on page \_\_\_\_1. Qwest Wireless LLC

2.

Grantee(s):☐ additional grantee names on page \_\_\_\_1. Sprint Spectrum LP

2.

Abbreviated legal description:☐ full legal on page(s) Exhibit ASE 1/4 of NE 1/4 of Section 17, T34N, R4EAssessor Parcel / Tax ID Number:☐ additional tax parcel number(s) on page \_\_\_\_340417-1014-0900

I CHRISTINA SUAREZ for SPRINT SPECTRUM LP am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$19.00 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed

Dated

7/27/04

BEL011

After recording please return to:

Sprint Spectrum L.P.  
Sprint Contracts and Performance  
M/S: KSOPHT0101-Z2650  
6391 Sprint Parkway  
Overland Park, KS 66251-2650

SE634C208

STATE OF Washington )  
COUNTY OF Skagit )

### MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

This Memorandum of Assignment and Assumption Agreement (the "Assignment Memorandum") is made and entered into as of this 28th day of May, 2004, by and between QWEST WIRELESS, L.L.C., a Delaware limited liability company with an office located at 1801 California Street, 52<sup>nd</sup> Floor, Denver, Colorado 80202 (the "Assignor"), and SPRINT SPECTRUM L.P., a Delaware limited liability company with an office located at 6391 Sprint Parkway, Overland Park, KS 66251-2650.

WITNESSETH

WHEREAS, Assignee has acquired telecommunications towers and certain related assets of Assignor in several states in which Assignor does business, pursuant to a transaction involving an Assignment and Assumption Agreement (the "Assignment and Assumption Agreement") of even date herewith.

WHEREAS, pursuant to the Assignment and Assumption Agreement, Assignor assigned and Assignee accepted and acquired that certain site lease, license, easement or similar agreement more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Source Document") affecting the property and/or the premises more particularly described on Exhibit A-1 attached hereto and incorporated herein by this reference (the "Property"), an interest in a portion of which was conveyed to Assignor pursuant to the Source Document (the "Premises");



200408020130  
Skagit County Auditor

WHEREAS, the Source Document, if recorded, is more particularly described on Exhibit B attached hereto and incorporated herein by this reference;

WHEREAS, by virtue of the Assignment and Assumption Agreement, Assignee has succeeded to all the rights and obligations (accruing from and after the date hereof) of the Assignor under the Source Document and the terms, covenants and provisions of the Source Document extend to and are binding upon the respective successors and assigns of Assignor and Assignee;

WHEREAS, to the extent a consent or other approval of the lessor, landlord, licensor or grantor under the Source Document was required by the Source Document, Assignor has obtained such consent or approval; and

WHEREAS, Assignor as lessor, landlord or licensor has leased or licensed tower space on the telecommunications tower located on the Premises and/or ground space next to said tower to the lessee(s), tenant(s) or licensee(s) described in that (those) certain lease or license agreement(s) more particularly described on Exhibit C attached hereto and incorporated herein by this reference (the "Tower Lease(s)");

NOW THEREFORE, Assignor and Assignee, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby acknowledge as follows:

1. Pursuant to the Assignment and Assumption Agreement, Assignor unconditionally granted, sold, conveyed, assigned, transferred, set over and delivered the Source Document and the Tower Lease(s) unto Assignee, to have and to hold forever, subject to the terms of the Source Document.

2. Assignee accepted such assignment and agreed to assume all of the obligations of Assignor accruing from and after the date hereof for performance of all of the terms, conditions and covenants of Assignor as lessee, tenant, easement holder, or otherwise under the Source Document, including the obligation to pay rent, and all of the obligations of Assignor accruing from and after the date hereof for performance of all of the terms, conditions and covenants of Assignor as lessor, landlord or licensor under the Tower Lease(s).



200408020130  
Skagit County Auditor

3. Assignor hereby acknowledges that the telecommunications tower structure and related facilities and equipment located on the Premises demised under the Source Document (except for the Excluded Assets, which includes Assignor's Equipment, as defined below – note: these terms are not defined) has been granted, sold, conveyed, assigned, transferred, set over and delivered to Assignee under the Assignment and Assumption Agreement.

4. This Assignment Memorandum is intended to give record notice of the Assignment and Assumption Agreement and of the rights created thereby, all of which are hereby ratified and confirmed in all respects by the parties hereto.

5. Copies of the Assignment and Assumption Agreement and the Source Document are on file in the offices of Assignor and Assignee.

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

[remainder of page intentionally

left blank; signature pages

for both Assignor and Assignee follow]



200408020130

Skagit County Auditor

8/2/2004 Page

4 of

11 11:56AM

BEL011

ASSIGNOR:

QWEST WIRELESS LLC, a Delaware limited liability company

Witness

By:

Name: Ken Frensley

Title: Director, Wireless Network

ACKNOWLEDGMENT

STATE OF Arizona

COUNTY OF Maricopa

On the 28<sup>th</sup> day of May in the year 2004, before me, the undersigned, personally appeared Ken Frensley, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned.

Notary Public

My commission expires: March 31, 2008

(Notarial Stamp/Seal)



OCTAVIO LAMAS  
Notary Public - Arizona  
Maricopa County  
Expires 03/31/08



200408020130  
Skagit County Auditor

## ASSIGNEE:

SPRINT SPECTRUM L.P., a Delaware limited liability company

Witness

By: Name: James Amato  
Site Development Manager  
Title: Sprint Spectrum, L.P.

## ACKNOWLEDGMENT

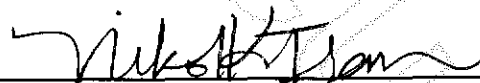
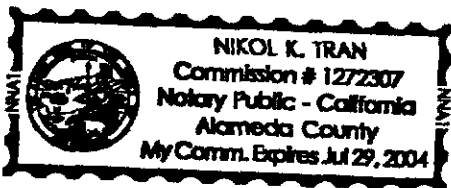
STATE OF

California

COUNTY OF

Alameda

On the 10<sup>th</sup> day of June in the year 2004, before me, the undersigned, personally appeared James Amato, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned.



Notary Public

My commission expires: 7/29/04

(Notarial Stamp/Seal)

200408020130  
Skagit County Auditor

BEL011

Exhibit A

Source Document

Option and Site Lease Agreement (Site Identification No. BEL011) by and between City of Mount Vernon ("Landlord"), and Qwest Wireless, L.L.C. dated September 27, 1999, for the Site located at 1901 North La Venture Road, Mount Vernon, Washington 98273.



200408020130

Skagit County Auditor

BEL011

Exhibit A-1

Legal Description of Premises

As set forth in Attachment "A" attached hereto and incorporated herein by this reference.

Also known as: 1901 North La Venture Road, Mount Vernon, Washington 98273



200408020130  
Skagit County Auditor

8/2/2004 Page 8 of 11 11:56AM



# EXHIBIT A

## Legal Description:

### PART 1:

THAT PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 4 EAST W.M., DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 2 OF MOUNT VERNON SHORT PLAT NO. 144-A-87, APPROVED DECEMBER 17, 1987 AND RECORDED DECEMBER 21, 1987, AS AUDITOR'S FILE NO. 8712210075, IN BOOK 8 OF SHORT PLATS, PAGE 8, WHICH IS THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 679 FEET OF SAID SUBDIVISION, WITH THE WEST LINE OF THE EAST 214 FEET OF SAID SUBDIVISION;  
THENCE SOUTH 01°01'33" WEST ALONG SAID WEST LINE, A DISTANCE OF 29.02 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH 350 FEET OF SAID SUBDIVISION;  
THENCE NORTH 87°55'03" WEST, A DISTANCE OF 117.70 FEET, MORE OR LESS, ALONG SAID SUBDIVISION TO THE EAST LINE OF THE WEST 333 FEET OF SAID SUBDIVISION;  
THENCE NORTH 01°07'38" EAST, A DISTANCE OF 15.33 FEET, MORE OR LESS, ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTH 363.33 FEET OF SAID SUBDIVISION;  
THENCE NORTH 87°55'03" WEST, A DISTANCE OF 188.82 FEET ALONG SAID NORTH LINE;  
THENCE NORTH 01°04'45" EAST A DISTANCE OF 278.63 FEET;  
THENCE SOUTH 87°55'04" EAST, A DISTANCE OF 304.07 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF THE EAST 214 FEET OF SAID SUBDIVISION;  
THENCE SOUTH 01°01'53" WEST ALONG SAID WEST LINE TO THE POINT OF BEGINNING, EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2 OF MOUNT VERNON SHORT PLAT NO. 144-A-87, APPROVED DECEMBER 17, 1987, AND RECORDED DECEMBER 21, 1987, AS AUDITOR'S FILE NO. 8712210075, IN BOOK 8 OF SHORT PLATS, PAGE 8, WHICH CORNER IS THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 679.00 FEET OF SAID SUBDIVISION WITH THE WEST LINE OF THE EAST 214.00 FEET OF SAID SUBDIVISION;  
THENCE SOUTH 01°01'33" WEST 21.02 FEET ALONG SAID WEST LINE TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUE SOUTH 01°01'33" WEST 108.00 FEET ALONG SAID WEST LINE TO THE NORTH LINE OF THE SOUTH 550.00 FEET OF SAID SUBDIVISION;  
THENCE NORTH 87°54'32" WEST (CALLED NORTH 87°55'03" WEST IN PREVIOUS DESCRIPTIONS) 117.88 FEET ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST 333.00 FEET OF SAID SUBDIVISION;  
THENCE NORTH 01°07'34" EAST (CALLED NORTH 01°07'38" EAST IN PREVIOUS DESCRIPTIONS) 15.33 FEET ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTH 363.33 FEET OF SAID SUBDIVISION;  
THENCE CONTINUE NORTH 01°07'34" EAST 27.67 FEET;

THENCE SOUTH 87°54'32" EAST 53.44 FEET PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION TO A POINT BEARING SOUTH 48°11'00" WEST FROM THE TRUE POINT OF BEGINNING;  
THENCE NORTH 48°11'00" EAST 90.48 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, RAMPAGE AND UTILITIES OVER AND ACROSS THE FOLLOWING DESCRIBED TRACTS (A), (B), (C), AND (D):

A) THE EAST 30 FEET OF THE NORTH 285.33 FEET OF THE SOUTH 143.33 FEET OF THE WEST 333 FEET OF THE EAST 1/2 OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4;

B) THE EAST 30 FEET OF THE SOUTH 280 FEET OF THE EAST 1/2 OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4, EXCEPT THE WEST 143.3 FEET THEREOF ALSO EXCEPT THE SOUTH 30 FEET THEREOF, ALSO EXCEPT THAT PORTION OF SAID PREMISES LYING EAST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 17;  
THENCE NORTH 87°55'03" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 17, A DISTANCE OF 345.83 FEET;  
THENCE NORTH 01°14'33" WEST, A DISTANCE OF 30.02 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUE NORTH 01°14'33" WEST, A DISTANCE OF 230.20 FEET TO THE NORTH LINE OF THE SOUTH 280.00 FEET OF SAID SUBDIVISION AND TO THE TERMINUS OF SAID DESCRIBED LINE.

C) THE WEST 30 FEET OF THE FOLLOWING DESCRIBED PROPERTY, AS RESERVED ON AUDITOR'S FILE NO. 881583:

THE NORTH 285.33 FEET OF THE SOUTH 363.33 FEET OF THE WEST 333 FEET OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.,

TOGETHER WITH THE NORTH 285.33 FEET OF THE SOUTH 363.33 FEET OF THE EAST 15 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 4 EAST W.M.,

D) THE WEST 30 FEET OF THE FOLLOWING DESCRIBED PROPERTY, AS RESERVED ON AUDITOR'S FILE NOS. 881578 AND 881589:

THE WEST 45 FEET OF THE NORTH 250 FEET OF THE SOUTH 280 FEET OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 4 EAST W.M.

### DESCRIPTION CONTINUED:

### PART 2:

TOGETHER WITH THE EAST 15 FEET OF THE NORTH 250 FEET OF THE SOUTH 280 FEET OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 4 EAST W.M.,

ALSO TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR SANITARY SEWER AND STORM SEWER OVER AND ACROSS A 15 FOOT WIDE STRIP OF LAND ADJOINING THE SOUTHERLY SIDE OF FOLLOWING DESCRIBED LINE:

BEGIN AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED MAIN TRACT;  
THENCE NORTH 87°55'04" WEST ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF ABOVE DESCRIBED MAIN TRACT, A DISTANCE OF 158.19 FEET, MORE OR LESS, TO THE WEST 15 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, TERMINUS OF THIS LINE DESCRIPTION.

ALSO TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR SANITARY SEWER AND STORM SEWER OVER AND ACROSS THE SOUTH 1,122.5 FEET OF THE EAST 15 FEET OF THE WEST 1/2 SOUTHEAST 1/4 OF THE NORTHEAST 1/4, EXCEPT THE SOUTH 583.33 FEET THEREOF.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

### PART 3:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER AND ACROSS THE 30 FEET OF LOT 2 OF MOUNT VERNON SHORT PLAT NO. 144-A-87, APPROVED DECEMBER 17, 1987, AS AUDITOR'S FILE NO. 8712210075, IN BOOK 8 OF PLATS, PAGE 8, RECORDS OF SKAGIT COUNTY, BEING A PORTION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 4

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER AND ACROSS BOTH THE SOUTH 15 FEET OF LOT 1 OF SAID SHORT PLAT, AND THE NORTH 15 FEET OF LOT 2 OF SAID SHORT PLAT.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



199910060087

Kathy Hill, Skagit County Auditor

10/6/1999 Page 4 of 5 4:07:03PM



200408020130

Skagit County Auditor

8/2/2004 Page 9 of 11 11:56AM

BEL011

Exhibit B

Recording Information For Source Document

199910060087 at Skagit County Washington Recorder's office.



200408020130  
Skagit County Auditor

8/2/2004 Page 10 of 11 11:56AM

BEL011

Exhibit C

Tower Lease(s)

Site License dated May 22, 2002 to the Master Antenna Site License Agreement between Qwest Wireless, LLC, a Delaware Ltd Liability Company, and AT&T Wireless Services, Inc., d/b/a AT&T Wireless Services, a Delaware corporation for the site located at 1901 LaVenture Road, Mount Vernon, Washington 98273



200408020130  
Skagit County Auditor

8/2/2004 Page 11 of 11 11:56AM