



200409170120

Skagit County Auditor

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Return Address:

Sprint Spectrum L.P.
Contracts and Performance
M/S: KSOPHT010-Z2650
6391 Sprint Parkway
Overlake Park, KS 66251-2650

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)1. Assignment *Lease* 2. Assumption *Lease**22 pgs***Reference Number(s) of Documents assigned or released:** SE63XC221Additional reference #'s on page 7 of document: BEL009 Lease dated 3/24/04**Grantor(s)** (Last name, first name, initials)

1. Qwest Wireless L.L.C.
2. Additional names on page 7 of document: Richard and Barbara Norgaard

Grantee(s) (Last name first, then first name and initials)

1. Sprint Spectrum L.P

Additional names on page _____ of document.

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

Quarter 04, Section 29, Township 33, Range 04

Additional legal is on page 20 of document.**Assessor's Property Tax Parcel/Account Number**
P17437☐ Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as 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.

Danielle K. Edson

Signature of Requesting Party

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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.

WITNESSETH

This Memorandum of Assignment and Assumption Agreement (the "Assignment Memorandum") is made and entered into as of this 25th day of June, 2004, by and between WEST WIRELESS, L.L.C., a Delaware limited liability company with an office located at 1801 California Street, 52nd 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.

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

COUNTY OF Skagit

STATE OF Washington

563X6221

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

After recording please return to:

BEL009

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:

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)");

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

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");

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for both Assignor and Assignee follow

[remainder of page intentionally left blank; signature pages

Assignment as of the day and year first written above.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of

are on file in the offices of Assignor and Assignee.

5. Copies of the Assignment and Assumption Agreement and the Source Document

hereby ratified and confirmed in all respects by the parties hereto.

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

Assumption Agreement.

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) has been granted, sold, conveyed, assigned, transferred, set over and delivered to Assignee under the Assignment and

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 lessor, landlord or licensor under the Tower Lease(s).

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 lessee, tenant, easement holder, or otherwise under the Source

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.

ASSIGNOR:
QWEST WIRELESS LLC, a Delaware limited liability company

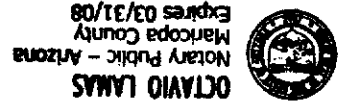
By: [Signature]
Name: Ken Frenseley
Title: Director, Wireless Network

Witness
[Signature]

ACKNOWLEDGMENT

STATE OF Arizona
COUNTY OF Maricopa

On the 25th day of June in the year 2004, before me, the undersigned, personally appeared Ken Frenseley, 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.



(Notarial Stamp/Seal)

BEL009

Notary Public
My commission expires: March 31, 2008

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Accountant Agreement
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

SEP 17 2004

Amount Paid \$
Skagit County Treasurer
By: *[Signature]*
Deputy

Witness

[Signature]

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

On the _____ day of _____ in the year 2004, before me, the undersigned, personally appeared _____, 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: _____

(Notarial Stamp/Seal)

BEL009



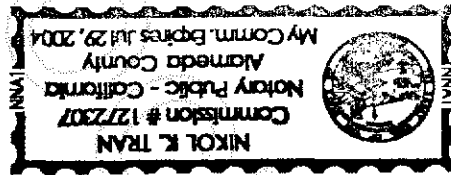
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STATE OF CALIFORNIA)
) ss.)
COUNTY OF ALAMEDA)

On July 13, 2004, before me, Nikol K. Tran, Notary Public, personally appeared James Amato, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC STATE OF CALIFORNIA
NIKOL K. TRAN
COMMISSION NUMBER: 1272307
MY COMMISSION EXPIRES JULY 29, 2004



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Exhibit A

Source Document

Site Lease Agreement (Site Identification No. BEL009) by and between Richard S. & Barbara A. Norgaard ("Landlord") and Qwest Wireless, L.L.C. dated March 24, 2004, for the Site located at 22966 North Starbird Road, Mount Vernon, Washington 98274 and the Option and Easement Agreement dated July 7, 1998, between Richard and Barbara Norgaard and US West Wireless, L.L.C. (now known as Qwest Wireless, LLC).

SITE LEASE AGREEMENT - SITE #BEL009A

THIS OPTION AND SITE LEASE AGREEMENT (this "Agreement") is entered into as of the 24th day of March, 2004 by and between **Richard S. Norgard**, an individual, and **Barbara A. Norgard**, an individual ("Landlord") and **Qwest Wireless, L.L.C.**, a Delaware limited liability company ("Tenant").

WHEREAS, Landlord is the owner of certain real property located in Washington, as more particularly described in Exhibit A attached hereto and made a part hereof by this reference ("Landlord's Property"); and

WHEREAS, Tenant desires to lease that portion of Landlord's Property described, or generally depicted, in Exhibit B attached hereto and made a part hereof by this reference ("Site"), for the placement of communications equipment, upon the terms and conditions set forth herein.

WHEREAS, Tenant has been occupying the Site since July 1, 1999. Therefore, Landlord and Tenant agree that the effective date of the Agreement shall be July 1, 1999 (the "Effective Date").

WHEREFORE, Landlord and Tenant agree as follows:

1. Term. Upon Tenant's exercise of the Option, Landlord leases to Tenant, and Tenant leases from Landlord, the Site, together with a right of access to the Site across Landlord's Property in accordance with the terms hereof, for a term of twenty-five years (the "Lease Term") from and after the Effective Date, unless this Agreement is earlier terminated in accordance with the terms hereof.

2. Rent.

a. Each month during the Lease Term, Tenant shall pay monthly rent to Landlord in accordance with the schedule below ("Monthly Rent"). Monthly Rent shall be payable in advance to Landlord on or before the twentieth day of each calendar month. If the term of the Lease commences on a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, then Monthly Rent shall be appropriately prorated. As used herein, "Lease Year" shall mean the first 12 full calendar months during the Lease Term (plus in the first Lease Year the first partial calendar month, if any) and each 12 calendar month period thereafter

Lease Year 1-5
Lease Year 6-10
Lease Year 11-15
Lease Year 16-20
Lease Year 21-25



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b. Monthly Rent shall be made payable to Landlord and sent to Landlord's address as set forth herein, or as directed by Landlord from time to time.

c. Within thirty (30) days following receipt of proof from Landlord as to such charges, Tenant shall pay to Landlord as additional rent any increase in real property taxes levied against the Site that are directly attributable to Tenant's use and improvement of the Site.

d. Tenant may, in its sole discretion, provide a separate meter for power consumption on the Site and Tenant shall pay when due all charges for such power to the appropriate suppliers. In the event that Tenant elects not to separately meter its power consumption, Landlord will provide power to Tenant and, Tenant shall pay to Landlord a separate payment of \$ per year, payable in advance on or before each anniversary of the Lease Commencement Date with the first payment due on or before the Lease Commencement Date. Notwithstanding anything to the contrary contained herein, if at any time during the Lease Term, Landlord or Tenant provides verifiable documentation ("Documentation") to the other party that the actual cost of power consumed by Tenant's equipment at the Site exceeds or is less than the payments received by Landlord, the Tenant shall pay the shortfall to Landlord or the Landlord will reimburse Tenant for the overage, as the case may be, within 30 days after receipt of such Documentation. Notwithstanding the foregoing, neither Tenant nor Landlord shall be responsible for any such shortfalls or overages attributable to any period beyond one year from the date the Documentation is presented. Upon thirty (30) days prior written notice and applicable Documentation to the other party, Landlord or Tenant may adjust the annual payment for the cost of utilities to more accurately reflect the actual cost of power consumed by Tenant's equipment at the Site.

e. Tenant has paid Landlord approximately [REDACTED] Landlord during its occupation of the Site prior to the execution of this Agreement. Within 30 days after its receipt of a fully-executed copy of this Agreement, Tenant shall pay [REDACTED] Landlord for the Site. Landlord acknowledges that upon its receipt of [REDACTED] Tenant shall be current in its payments of Rent through the date this Agreement is executed.

3. Permitted Uses. Tenant shall have the right to use and possess the Site for any and all purposes involving, relating to or supporting telecommunications (the "Permitted Uses"). The term "Permitted Uses" expressly includes, without limitation, the right to install, construct, reconstruct and maintain on the Site any communication facilities, including, without limitation, radio and other storage structures and other improvements relating thereto (collectively, "Communications Facilities"). All Communications Facilities installed or erected by Tenant shall be deemed personal property, and Tenant shall retain title to all such Communications Facilities. Tenant shall comply with all applicable laws in connection with the Permitted Uses and Communications Facilities.

a. Tenant shall have the right to modify, supplement, replace, upgrade, relocate or remove the Communications Facilities located on the Site at any time during the Lease Term so long as such activity is consistent with the Permitted Uses. Tenant may erect fences or other barriers to prevent interference with its Communication [REDACTED]



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b. Tenant shall have the right to use all or any part of Landlord's Property at all times for purposes of vehicular and pedestrian access to the Site without Landlord's consent; provided, however, Tenant shall use reasonable efforts to notify Landlord in advance of Tenant's proposed construction, maintenance or repair activities to be performed at the Site in order to coordinate such activities with Landlord's operations. Notwithstanding the foregoing, in cases of emergency, Tenant shall have no obligation to notify Landlord in advance of any such entry. Landlord shall maintain all access roadways from the nearest public road to the Site in a manner sufficient to allow pedestrian and vehicular access to the Site under normal weather conditions. Landlord shall provide Tenant with access to the Site twenty-four (24) hours per day, seven (7) days per week.

c. Tenant shall have the right, at its sole expense, to install or improve utilities and related cabling within or on Landlord's Property or the Site to service the Site.

4. Interference.

a. Tenant shall not use the Site in any way that interferes with the existing use by (i) Landlord or (ii) tenants or licensees of Landlord holding rights to the Landlord's Property on the Effective Date ("Existing Tenants").

b. Landlord warrants to Tenant the use and quiet enjoyment of the Site. Landlord agrees that it shall not use, nor shall it permit its tenants, employees, invitees or agents to use, any portion of the Site or Landlord's Property in any way which would interfere with Tenant's telecommunications operations, provided that continued use by Landlord or Existing Tenants in the same manner as existed as of the Effective Date shall not constitute interference with Tenant's telecommunications operations. Notwithstanding the foregoing, if Landlord or any of Landlord's tenants, employees, invitees or agents, in Tenant's reasonable determination, interfere with Tenant's telecommunications operations, Tenant shall so notify Landlord in writing (a "Notice of Interference"). If such interference continues for more than 5 business days following Landlord's receipt of a Notice of Interference, Tenant may take all steps reasonably necessary to remove or abate such interference and may deduct from subsequent Monthly Rent payments an amount equal to Tenant's reasonable costs associated with removing or abating such interference. If such interference continues for more than 30 days following Landlord's receipt of a Notice of Interference, Tenant may terminate this Agreement and relocate its facilities. In such event, Landlord shall pay Tenant's reasonable relocation costs, which obligation to pay shall survive the termination of this Agreement.

c. In the event Landlord elects to permit a third party to use any of Landlord's Property for the purpose of installing Communications Facilities, Landlord shall cause the respective third party to deliver to Tenant, thirty (30) days prior to the issuance of such authority, engineering studies or other appropriate evidence that such use will not interfere with Tenant's operations at the Site. Should Tenant determine, based on such materials or on its own studies, that the proposed third party use will interfere with Tenant's operations, Tenant shall use reasonable efforts to resolve those issues with such third party, provided that Tenant shall not be obligated to incur any cost or expense in doing so. If Tenant reasonably determines that



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resolution is not possible without additional cost or expense to Tenant, Tenant shall so notify Landlord in writing (a "Notice of Non-Compatible Use"). Upon receipt of a Notice of Non-Compatible Use, Landlord shall not permit the third party to use the Landlord's Property.

5. Environmental Matters.

a. Tenant will be solely responsible for and will defend, indemnify and hold Landlord, its agents and employees harmless from and against any and all direct claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the Site associated with Tenant's use of Hazardous Materials on, at or under the Site.

b. Landlord will be solely liable for and will defend, indemnify and hold Tenant, its agents and employees harmless from and against any and all direct claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup or restoration of the Site with respect to Hazardous Materials from any and all sources other than those Hazardous Materials introduced to the Site by Tenant.

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

d. Notwithstanding anything to the contrary contained in the Lease, Landlord agrees that Tenant may use or store sealed batteries and/or generators on the Site for use in connection with Tenant's Communications Facilities, together with small amounts of customary cleaning supplies, all handled in accordance with all applicable laws.

e. The obligations of this Section shall survive the expiration or other termination of this Agreement.

6. Insurance/Indemnification.

a. Tenant shall maintain at its expense commercial general liability insurance covering actions by Tenant providing for a limit of [REDACTED] bodily injury and/or Site damage combined, for damages arising out of bodily injuries to or death of all persons and for damages to or destruction of Site, including the loss of use thereof. Coverage shall include independent contractor's protection, premises-operations, products/completed operations and contractual liability with respect to the liability assumed by Tenant hereunder. Each party shall indemnify and defend the other against loss from their negligent acts and the negligent acts of their employees, agents, licensees and invitees. Notwithstanding the foregoing, neither Landlord nor Tenant shall be liable to the other for any consequential damages.

b. At all times during the term of this Agreement and the Lease, Landlord will carry and maintain (1) fire and extended coverage insurance covering the Landlord's Property, and its equipment and (2) commercial general liability insurance in such amounts as



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reasonably determined by Landlord as would be carried by prudent owners of comparable property in the vicinity of the Leased location.

c. Except for the indemnity provisions of this Agreement, Landlord and Tenant each waive any and all rights to recover against the other, or against the officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees or business visitors of such party, for any loss or damage to such waiving party's property arising from any cause whatsoever. Each party shall cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Communications Facilities or the Site, or the contents of either.

7. Condemnation.

a. If all of the Site is taken by exercise of the power of eminent domain (or conveyed by Landlord in lieu of such exercise) the Lease shall terminate on a date (the "Termination Date") which is the earlier of the date upon which the condemning authority takes possession of the Site or the date on which title to the Site is vested in the condemning authority. If more than 25% of the Site is so taken; or if an area critical to Tenant's operations (in Tenant's sole determination) is so taken; then Tenant will have the right to cancel the Lease by written notice to Landlord given no later than 20 days after the Termination Date. If less than 25% of the Site and no area critical to Tenant's operations is so taken, or if the Tenant does not cancel the Lease according to the preceding sentence, Monthly Rent will be abated in the proportion of the amount of the Site so taken.

b. In the event of any such exercise of eminent domain or condemnation with respect to any of the Site, Landlord shall be entitled to receive the total award paid or payable as a result of such taking attributable to the value of the portion of the Site or Landlord's Property so taken. Notwithstanding the foregoing, Tenant may claim and recover from the condemning authority a separate award paid or payable to Tenant that is attributable to (a) the value of any of Tenant's Communication Facilities, (b) the value of the unexpired Lease Term, or (c) moving expenses incurred as a result of such taking, or any combination thereof.

8. Assignment and Subleasing.

a. Upon Landlord's written consent, which shall not be unreasonably withheld, conditioned or delayed, Tenant may assign the Lease, in part or in whole, including its right to renew, to any third party. If Landlord fails to consent to, or object to, Tenant's request for approval of an assignment within ten (10) days after receipt thereof, Landlord's approval shall be deemed given.

b. Tenant shall have the right to assign this Agreement and/or the Lease, in whole or in part (including any rights to renew), or to sublet all or a part of the Site, without Landlord's consent, to any of Tenant's Affiliates (as defined below), on the same terms and conditions hereof. Any such assignee or sublessee shall have a similar right to assign this Agreement and/or the Lease, in whole or in part (including any rights to renew) or to sublet all or a part of the Site, without Landlord's consent, to any of Tenant's Affiliates, on the same terms and conditions hereof. As used herein, "Tenant's Af



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which controls, is controlled by, or is under common control with, Tenant, or any corporation or entity which results from a merger or consolidation with Tenant or with any entity that controls Tenant. No transfer or assignment of the stock of Tenant, or any controlling interest in Tenant, whether by sale, merger, exchange or other means, shall constitute an assignment of the Lease.

c. Upon notification to Landlord of any permitted assignment, Tenant shall be relieved of all performance, liabilities and obligations under this Agreement.

d. Tenant may enter into agreements with its customers, vendors, and other users ("Co-location Agreements"), without the prior consent of Landlord, providing for access by such parties to the Site and the physical location of Communications Facilities within the Site. Such Co-location Agreements will not be considered an assignment of the lease or a subletting of the Site.

e. By its signature below, Landlord hereby consents to the assignment of this Agreement to Sprint Spectrum, L.P., its parent or affiliates. From and after any assignment of this Agreement to Sprint Spectrum, L.P., its parent or affiliates, Tenant shall be relieved of all performance, liability and obligations under this Agreement.

9. Termination. This Agreement may be terminated as follows:

a. by Landlord if Tenant fails to cure a default for payment of amounts due hereunder within thirty (30) days after Tenant's receipt of written notice of default from Landlord;

b. by the non-defaulting party if the other party defaults (other than a default described under Section 9(a) above) and fails to cure such default within sixty (60) days after written notice of such default is received by the defaulting party from the non-defaulting party; provided, however, that if such default is capable of being cured, the Lease may not be terminated so long as the defaulting party commences appropriate curative action within such sixty (60) day period and thereafter diligently prosecutes such cure to completion as promptly as possible;

c. by Tenant, pursuant to Section 4 or Section 7 of the Lease; or for any reason whatsoever, upon sixty (60) days prior written notice.

Upon termination or expiration of this Agreement, (1) Tenant shall remove its Communications Facilities and other improvements, and will restore the Site to substantially the condition existing as of the Effective Date, reasonable wear and tear and casualty excepted, and (2) the parties hereto shall be released from all duties, obligations, liabilities and responsibilities under the Lease or this Agreement, as the case may be, except for those obligations that expressly survive termination of the Lease or this Agreement, as the case may be.

10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns.



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11. Representation and Warranties. Each party represents and warrants to the other that (i) it has full right, power and authority to execute this Agreement and has the power to grant all rights hereunder; (ii) its execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on said party; and (iii) the execution and delivery of this Agreement, and the performance of its obligations hereunder, have been duly authorized by all necessary personnel or corporate officers and do not violate any provisions of law or the party's certificate of incorporation or bylaws or any other arrangement, provision of law or court order or decree. Further, Landlord represents and warrants that it has good and marketable title to the Landlord's Property.

12. Disputes. In the event of any action, proceeding, claim or counterclaim brought by Landlord or Tenant against the other or their successors or assigns with respect to all matters whatsoever arising out of or in connection with this Agreement or the Lease, the use and occupancy of the Site, the relationship between Landlord and Tenant, any claim for injury or damage, or any emergency or statutory remedy, Landlord and Tenant each hereby knowingly and voluntarily WAIVES TRIAL BY JURY. The foregoing waiver, however, does not affect Landlord or Tenant's right to seek a trial before a judge, or either party's right to utilize other legal courses of action to resolve any such dispute.

13. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered, deposited with any nationally recognized overnight carrier that routinely issues receipts, or mailed by certified mail, return receipt requested to the following addresses:

If to Landlord, to:
Richard and Barbara Norgaard
767 N. Starbird Road
Mount Vernon, Washington 98274

Qwest Wireless, L.L.C.
c/o Equis Corporation
Property ID#BEL0091A
8350 East Crescent Parkway, Suite 300
Greenwood Village, Colorado 80111
Attention: Qwest Lease Administration

Qwest Law Department
1801 California Street, 49th Floor
Denver, Colorado 80202
Attn: Real Estate Attorney

with a copy to:

And:

Qwest Wireless, L.L.C.
1600 7th Avenue, Room 706
Seattle, Washington 98191
Attention: Regional Real Estate Manager

14. Miscellaneous.

COPY

a. This Agreement shall constitute the entire agreement and understanding of the parties with respect to Landlord's Property or the Site that is the subject matter hereof and supersedes all offers, negotiations and other agreements with respect thereto. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

b. Either party hereto that is represented in this transaction by a broker, agent or commissioned salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owed to such Representative, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

c. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

d. By executing this Agreement, the parties are not establishing any joint undertaking, joint venture or partnership. Each party shall be deemed an independent contractor and shall act solely for its own account.

e. This Agreement shall be governed by the law of the state in which Landlord's Property is located.

f. Either party may record a memorandum of this Agreement or the Lease in the real property records in the county in which Landlord's Property is located. Each party shall reasonably cooperate with the other party to implement this provision.

g. The burden of this Agreement and the Lease, if exercised, shall run with the land with respect to Landlord's Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

h. In no event shall Landlord have the right to place a lien, whether statutory, consensual or otherwise, and whether pre-judgment or post-judgment, on any furniture, trade fixtures, signage, equipment, wiring, systems or other personal property of Tenant located in or about the Site.

i. Landlord warrants and represents that Landlord has full authority to enter into and execute this Agreement and has good and marketable title to the Landlord's Property.

j. Landlord acknowledges that Tenant, as a licensee under the rules and regulations of the Federal Communications Commission, is subject to certain federal requirements. Landlord hereby agrees to cooperate in good faith with Qwest Wireless, L.L.C., in its efforts to comply with applicable federal requirements.

k. Landlord represents and warrants that, as of the date of the Lease, the Site and Landlord's Property comply with all applicable laws, statutes, rules, codes, regulations, orders, and interpretations of all federal, state, and other governmental or quasi-governmental authorities having jurisdiction over Landlord's Property (collectively, "Laws"). Landlord will promptly comply with all Laws, and will cause the Site and Landlord's Property to comply with all Laws. Except as otherwise provided herein, such compliance shall be at Landlord's sole cost and expense. Such compliance shall be at Tenant's sole cost and expense if it is required solely and uniquely as a result of Tenant's manner of use or occupancy of the Site.

l. Landlord is prohibited from using Tenant's name, logo, mark, or any other identifying symbol as a business reference, in any advertising or sales promotion, or in any publicity matter without Tenant's prior written consent.

m. For purposes of contacting Landlord with respect to maintenance, repair and services issues, as well as general questions or concerns, Tenant may contact the following person ("Landlord's Contact Person"):

Name: RICHARD G. BARBARA NORGAARD
Phone: 360-445-5043
Fax: 360-445-2103

Landlord may change Landlord's Contact Person by giving 10 days' prior written notice of such change to Tenant. Tenant agrees that communication via telephone or facsimile with Landlord's Contact Person shall in no way satisfy the notice requirements set forth in other provisions of the Lease, unless those provisions expressly allow verbal or facsimile notification as an acceptable means of fulfilling Tenant's notification obligation.

n. Landlord hereby agrees to cooperate with Tenant and its authorized representatives with regard to any reasonable requests made subsequent to execution of this Agreement to correct any clerical errors contained in this Agreement and to provide any and all additional documentation deemed necessary by Tenant to effectuate the transaction contemplated by this Agreement. Landlord further agrees that the term "cooperate," as used in this Agreement, includes, but is not limited to, Landlord agreeing to execute or re-execute any documents that Tenant reasonably deems necessary or desirable to carry out the intent of this Agreement.

The parties have entered into this Agreement as of the date first stated above to be effective on the Effective Date.

LANDLORD:

TENANT:

Richard S. Norgaard
Richard S. Norgaard, an individual
Social Security No. 539-36-9547

Barbara A. Norgaard
Barbara A. Norgaard, an individual
Social Security No. 531-20-2940

Qwest Wireless, L.L.C., a Delaware limited liability company
By: Richard S. Norgaard
Its: Director

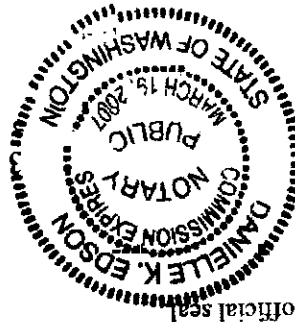
DO NOT
REPRODUCE
THIS DOCUMENT
FOR ANY OTHER
PURPOSE
EXCEPT
FOR THE
ORIGINAL
PURPOSE
ONLY
COPY



200409170120
Skagit County Auditor

My commission expires: 3-19-07

Danielle Edson
Notary Public



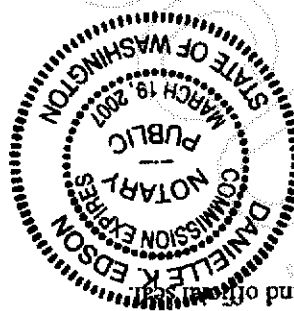
The foregoing instrument was acknowledged before me this 24 day of March, 2004
DAVID B. WEAVER as Director of West Wireless, LLC, a Delaware limited liability
company, on behalf of the limited liability company.

WITNESS my hand and official seal

COPY

My commission expires: 3-19-07

Danielle B. Edson
Notary Public



WITNESS my hand and official seal

This instrument was acknowledged before me on the 23 day of March, 2004 by RICHARD S. NORGAARD
and BARBARA A. NORGAARD as individuals.

STATE OF WASHINGTON
COUNTY OF SKAGIT
)
) SS

BEL009



200409170120
Skagit County Auditor

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Exhibit A-1

Legal Description of Premises

As set forth in Attachment "A" attached hereto and incorporated herein by this reference.
Also known as: 22966 North Starbird Road, Mount Vernon, Washington 98274

Legal Description

Exhibit A-1

INCLUDING MANUFACTURED HOME 1978 ASPU SHELTEREX 60X14 VIN NUMBER S8125 THE NORTH 180 FEET OF THE SOUTH 300 FEET OF THE EAST 275 FEET OF THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 33, RANGE 4, LYING WESTERLY OF THE EXISTING ROAD RUNNING NORTHERLY AND SOUTHERLY ACROSS SAID PREMISES ALONG OR NEAR THE NORTH-SOUTH CENTERLINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER; ALSO TOGETHER WITH A STRIP OF LAND 20 FEET IN WIDTH IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 33, RANGE 4 (AS EXCEPTED IN A CONTRACT TO RICHARD W TIERSLAND ETUX ETAL DATED MAY 15 1967, RECORDED JUNE 1, 1967, UNDER AUDITOR'S FILE NUMBER 699900) BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT A POINT 10 FEET SOUTH OF THE EXISTING WELL LOCATED ON THE SOUTH 120 FEET OF THAT PORTION OF THE SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, LYING EASTERLY OF THE STATE HIGHWAY AND WESTERLY OF THE EXISTING COUNTY ROAD, AND RUNNING NORTH TO THE NORTH LINE OF SAID SOUTH 120 FEET



200409170120

Skagit County Auditor

BEL009



200409170120

Skagit County Auditor

9/17/2004 Page 22 of 22 12:54PM

office.

Memorandum of Easement recorded at 199911100010 at Skagit County, Washington Recorder's

Site Lease Agreement: Not recorded at Skagit County Washington Recorder's office.

Recording Information For Source Document

Exhibit B