



200507070051

Skagit County Auditor

7/7/2005 Page 1 of 27 10:33AM

Prepared by and when recorded, return to:

Melissa Buda, Esq. @ Global Signal
301 N. Cattlemen Rd, Sarasota, FL 34232

Instrument:

Declaration

Dated:

As of the earliest notarization, but effective as of 5/23/05

Tower #:

3021789

Premises:

QWEST-BEL011

P107826
P4th SE 1/4 NE 1/4 17-34-4

Attached is a true and correct copy of a document between QWEST WIRELESS, L.L.C., a Delaware limited liability company {Assignor, and to be indexed as Grantor} and SPRINT SPECTRUM L.P., a Delaware limited partnership, as predecessor in interest to SPRINT SPECTRUM REALTY COMPANY, L.P., a Delaware limited partnership {Assignee/Tenant, and to be indexed as Grantee}, submitted herewith for purposes of clarifying and providing constructive notice of matters relating to the estate or interest of the undersigned in real property.

In witness whereof, the undersigned, by its duly elected officer(s) and pursuant to proper authority of its board of directors, has duly executed, acknowledged and delivered this instrument as of the day and year first above written.

ASSIGNEE:

SPRINT SPECTRUM REALTY COMPANY, L.P.,
a Delaware limited partnership

By:

Name:

Title:

John E. Beaudoin

John E. Beaudoin

Assistant Secretary

STATE OF New York)

) ss.
COUNTY OF New York)

On 5/23 /2005, before me, the undersigned, personally appeared

John E. Beaudoin

Assistant Secretary

_____, personally known to me (or, if I do not know him or her, personally known to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

If this instrument was executed in NY and affects real property outside NY, the following is the prescribed NY statutory form of acknowledgment and is supplemental to the foregoing acknowledgment, OR if this instrument was executed in NY and affects real property in NY, the following is the prescribed NY statutory form of acknowledgment and supercedes the foregoing acknowledgment:

On 5/23 /2005, before me, the undersigned, a Notary Public in and for said State, personally appeared **John E. Beaudoin**, 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), and 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.

Witness my hand and official seal.

Notary Public

My commission expires:

JAMES HEYWORTH

NOTARY PUBLIC, State of New York

No. 01HE6096624

Qualified in New York County

Commission Expires Aug. 4, 2007



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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, 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.

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");



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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).



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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]



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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 28th 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



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BEL011

ASSIGNEE:

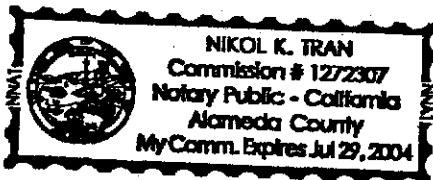
SPRINT SPECTRUM L.P., a Delaware limited liability company

Witness James Amato By: [Signature]
Name: James Amato
Title: Site Development Manager
Sprint Spectrum, L.P.

ACKNOWLEDGMENT

STATE OF California
COUNTY OF Alameda

On the 10th 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.



[Signature]
Notary Public
My commission expires: 7/29/04
(Notarial Stamp/Seal)



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.



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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



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Skagit County Auditor

EXHIBIT A

Legal Description:

PAGE 30

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. 149-A-87, APPROVED DECEMBER 17, 1987 AND RECORDED DECEMBER 21, 1987, AS ALBERT'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 87°01'35" WEST ALONG SAID WEST LINE, A DISTANCE OF 28.02 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH 330 FEET OF SAID SUBDIVISION;
THENCE NORTH 87°35'03" 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°07'34" EAST, A DISTANCE OF 18.33 FEET, MORE OR LESS, ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTH 348.33 FEET OF SAID SUBDIVISION;
THENCE NORTH 87°55'55" WEST, A DISTANCE OF 188.42 FEET ALONG SAID NORTH LINE;
THENCE NORTH 01°04'43" EAST A DISTANCE OF 278.63 FEET;
THENCE SOUTH 87°35'04" EAST, A DISTANCE OF 306.07 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF THE EAST 214 FEET OF SAID SUBDIVISION;
THENCE SOUTH 87°01'35" 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. 149-A-87, APPROVED DECEMBER 17, 1987, AND RECORDED DECEMBER 21, 1987, AS ALBERT'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 87°01'35" WEST 21.02 FEET ALONG SAID WEST LINE TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE SOUTH 87°01'35" WEST 108.00 FEET ALONG SAID WEST LINE TO THE NORTH LINE OF THE SOUTH 330.00 FEET OF SAID SUBDIVISION;
THENCE NORTH 87°34'32" WEST (CALLED NORTH 87°35'03" WEST IN PREVIOUS DESCRIPTIONS) 117.66 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°07'34" EAST IN PREVIOUS DESCRIPTIONS) 18.33 FEET ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTH 348.33 FEET OF SAID SUBDIVISION;
THENCE CONTINUE NORTH 01°07'34" EAST 27.67 FEET;

THENCE SOUTH 87°34'32" EAST 33.44 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 90.49 FEET TO THE TRUE POINT OF BEGINNING.

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

- A) THE EAST 30 FEET OF THE NORTH 383.33 FEET OF THE SOUTH 348.33 FEET OF THE WEST 333 FEET OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4;
- B) THE EAST 30 FEET OF THE SOUTH 280 FEET OF THE EAST 1/2 OF THE 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°35'03" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 17, A DISTANCE OF 348.43 FEET;
THENCE NORTH 87°14'33" WEST, A DISTANCE OF 30.02 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE NORTH 87°14'33" WEST, A DISTANCE OF 250.20 FEET TO THE NORTH LINE OF THE SOUTH 280.00 FEET OF SAID SUBDIVISION AND TO THE REMAINDER OF SAID DESCRIBED LINE.

- C) THE WEST 30 FEET OF THE FOLLOWING DESCRIBED PROPERTY, AS RESERVED ON ALBERT'S FILE NO. 881583:
THE NORTH 285.33 FEET OF THE SOUTH 348.33 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 348.33 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 ALBERT'S FILE NOS. 861578 AND 861580:

THE WEST 45 FEET OF THE NORTH 230 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:

PAGE 31 CONTINUED:

TOGETHER WITH THE EAST 15 FEET OF THE NORTH 250 FEET OF THE SOUTH 280 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.,

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°35'04" 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 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 EXCEPT THE SOUTH 383.33 FEET THEREOF.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PAGE 32:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER AND ACROSS THE 30 FEET OF LOT 2 OF MOUNT VERNON SHORT PLAT NO. 149-A-87, APPROVED DECEMBER 17, 1987, AND RECORDED DECEMBER 21, 1987, AS ALBERT'S FILE NO. 8712210075, IN BOOK 8 OF SHORT PLATS, PAGE 8, RECORDS OF SNOHOMISH 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 EAST, W.M.,

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 THE SOUTH 45 FEET OF LOT 2 OF SAID SHORT PLAT,

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.



199910060087

Kathy Hill, Skagit County Auditor

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



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BEL011

Exhibit B

Recording Information For Source Document

199910060087 at Skagit County Washington Recorder's office.



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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



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EXHIBIT "A"
Legal Description

A Leasehold Estate, said lease are being a portion of the following described parent parcel:

Parcel "A" ;

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 3 of Mount Vernon Short Plat No. MV-4-87m 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 feet of said subdivision, with the West line of the East 214 feet of said subdivision; thence South $01^{\circ} 01' 55''$ West along said West line, a distance of 129.02 feet, more or less, to the North line of the South 550 feet of said subdivision; thence North $87^{\circ} 55' 05''$ 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 $01^{\circ} 07' 38''$ East, a distance of 15.33 feet, more or less, along said East line to the North line of the South 565.33 feet of said subdivision; thence North $87^{\circ} 55' 03''$ West, a distance of 188.62 feet along said North line; thence North $01^{\circ} 04' 43''$ East a distance of 270.63 feet; thence South $87^{\circ} 55' 04''$ East, a distance of 306.07 feet; more or less, to a point on the West line of the East 214 feet of said subdivision; thence South $01^{\circ} 01' 55''$ West along said West line to the point of beginning.

TOGETHER WITH a non-exclusive easement for ingress, egress, drainage 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 565.33 feet of the West 333 feet of the East 1/2 of said Southeast 1/3 of the Northeast 1/4;

(b) The East 30 feet of the South 280 feet of the East 1/2 of said Southeast 1/2 of the Northeast 1/4, EXCEPT the West 143.5 feet thereof, ALOS 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 $87^{\circ} 55' 03''$ West along the South line of the Northeast 1/4 of said Section 17, a distance of 345.83 feet; thence North $0^{\circ} 14' 33''$ West, a distance of 30.02 feet to the true point of beginning; thence continue North $0^{\circ} 14' 33''$ West, a distance of 250.20 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



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No. 881583:

The North 285.33 feet of the South 565.33 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 565.33 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 Pile 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.

TOGETHER WITH the East 15 feet of the North 250 feet of the South 280 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.

ALSO TOGETHER WITH a non-exclusive easement for sanitary sewer and storm sewer lines over and across a 15 foot wide strip of land adjoining the Southerly side of the following described line;

Begin at the Northwest corner of the above described main tract; thence North 87° 55' 05" West along the Westerly extension of the North line of the above described main tract, a distance of 158.19 feet, more or less to the West line of the East 15 feet of the West 1/2 of said Southeast 1/4 of the Northeast 1/4, the terminus of this line description.

ALSO TOGETHER WITH a non-exclusive easement for sanitary sewer and storm sewer lines over and across the South 1,122.5 feet of the East 15 feet of the West 1/2 of said Southeast 1/4 of the Northeast 1/4; EXCEPT the South 565.33 feet thereof.

Parcel "B"

A non-exclusive easement for ingress, egress and utilities over and across the South 30 feet of Lot 2 of Mount Vernon Short Plat NO. MV-4-87, approved December 17, 1987, and recorded December 21, 1987, as Auditor's File No. 8712210075, in Book 8 of Short Plats, Page 8, records of Skagit County, being a portion of the East 1/3 of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 34 North, Range 4 East, W.M.

Tax ID:

When recorded, return to:

GS Project



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LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10627967



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Schedule 1 (one)

Connection Number 10627967

A lease by and between City of Mount Vernon, a municipal corporation, as lessor ("Lessor"), and , as lessee ("Lessee") as evidenced by a(n) recorded , in , affecting land described in attached legal description.

[EXHIBIT A (LEGAL DESCRIPTION) CONTINUED ON NEXT PAGE]



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Skagit County Auditor

Exhibit A

Legal Description A Leasehold Estate, said lease are being a portion of the following described parent parcel:

Parcel "A" ;

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 3 of Mount Vernon Short Plat No. MV-4-87m 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 feet of said subdivision, with the West line of the East 214 feet of said subdivision; thence South $01^{\circ} 01' 55''$ West along said West line, a distance of 129.02 feet, more or less, to the North line of the South 550 feet of said subdivision; thence North $87^{\circ} 55' 05''$ 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 $01^{\circ} 07' 38''$ East, a distance of 15.33 feet, more or less, along said East line to the North line of the South 565.33 feet of said subdivision; thence North $87^{\circ} 55' 03''$ West, a distance of 188.62 feet along said North line; thence North $01^{\circ} 04' 43''$ East a distance of 270.63 feet; thence South $87^{\circ} 55' 04''$ East, a distance of 306.07 feet; more or less, to a point on the West line of the East 214 feet of said subdivision; thence South $01^{\circ} 01' 55''$ West along said West line to the point of beginning.

TOGETHER WITH a non-exclusive easement for ingress, egress, drainage 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 565.33 feet of the West 333 feet of the East 1/2 of said Southeast 1/3 of the Northeast 1/4;

(b) The East 30 feet of the South 280 feet of the East 1/2 of said Southeast 1/2 of the Northeast 1/4, EXCEPT the West 143.5 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 $87^{\circ} 55' 03''$ West along the South line of the Northeast 1/4 of said Section 17, a distance of 345.83 feet; thence North $0^{\circ} 14' 33''$ West, a distance of 30.02 feet to the true point of beginning; thence continue North $0^{\circ} 14' 33''$ West, a distance of 250.20 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:



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The North 285.33 feet of the South 565.33 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 565.33 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 Pile 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.

TOGETHER WITH the East 15 feet of the North 250 feet of the South 280 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.

ALSO TOGETHER WITH a non-exclusive easement for sanitary sewer and storm sewer lines over and across a 15 foot wide strip of land adjoining the Southerly side of the following described line;

Begin at the Northwest corner of the above described main tract; thence North 87° 55' 05" West along the Westerly extension of the North line of the above described main tract, a distance of 158.19 feet, more or less to the West line of the East 15 feet of the West 1/2 of said Southeast 1/4 of the Northeast 1/4, the terminus of this line description.

ALSO TOGETHER WITH a non-exclusive easement for sanitary sewer and storm sewer lines over and across the South 1,122.5 feet of the East 15 feet of the West 1/2 of said Southeast 1/4 of the Northeast 1/4; EXCEPT the South 565.33 feet thereof.

Parcel "B"

A non-exclusive easement for ingress, egress and utilities over and across the South 30 feet of Lot 2 of Mount Vernon Short Plat NO. MV-4-87, approved December 17, 1987, and recorded December 21, 1987, as Auditor's File No. 8712210075, in Book 8 of Short Plats, Page 8, records of Skagit County, being a portion of the East 1/3 of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 34 North, Range 4 East, W.M.

Tax ID:

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300



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Richmond, VA 23236
Connection Number 10627967



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**SITE DESIGNATION SUPPLEMENT TO MASTER LEASE AND SUBLEASE
AGREEMENT**

THIS SITE DESIGNATION SUPPLEMENT TO MASTER LEASE AND SUBLEASE AGREEMENT (this "**Supplement**"), made as of the Conversion Closing Date (as defined below), by and among, STC FIVE LLC, a Delaware limited liability company ("**Lessor**"), GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company ("**Lessee**"), and SPRINT SPECTRUM L.P., a Delaware limited partnership ("**Sprint Collocator**").

WITNESSETH:

WHEREAS, reference is hereby made to that certain Master Lease and Sublease Agreement, dated May 26, 2005 (the "**Agreement**"), by and among Lessor, Lessee, and Global Parent (as defined in the Agreement);

WHEREAS, the parties desire that the terms and conditions of the Agreement shall govern the relationship of the parties under this Supplement; and

WHEREAS, Lessor is the owner of a leasehold estate or other interest in and to certain real property as more particularly described on Exhibit A attached hereto and incorporated herein by reference and improvements (including a telecommunications tower) located thereon (the "**Site**").

NOW, THEREFORE, for valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereby agree as follows:

1. Agreement and Defined Terms.

Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the Agreement. The parties agree that the terms and conditions of the Agreement shall govern the relationship of the parties under this Supplement and the Agreement is incorporated herein by reference. In the event of a conflict or inconsistency between the



terms of the Agreement and this Supplement, the terms of the Agreement shall govern and control.

2. Demise.

Pursuant to and subject to the terms, conditions and reservations in the Agreement, Lessor hereby subleases or otherwise makes available to Lessee, and Lessee hereby subleases and accepts from Sublessor, the Leased Property of the Site. Such Leased Property consists of, among other things, the interest of Lessor in the Land related to the Site, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference, and the Tower located on the Land.

3. Sprint Collocation Space.

The Sprint Collocator has leased back from Lessee pursuant to the Agreement the Sprint Collocation Space on the Site as more particularly defined and described in the Agreement.

4. Term.

The Term of the lease and sublease as to the Leased Property of the Site pursuant to the Agreement and this Supplement shall commence on May 26, 2005 (the "**Conversion Closing Date**") and shall terminate or expire on the Site Expiration Date as determined in accordance with the Agreement, but in no event later than May 25, 2037 which is the Site Expiration Outside Date.

5. Rent.

Lessee shall pay to Lessor the Rent in accordance with Section 11 of the Agreement.

6. Leaseback Charge.

Each Sprint Collocator is obligated to pay to Lessee the Sprint Collocation Charge in accordance with Section 11 of the Agreement.

7. Purchase Option.

Lessee shall have an option to purchase the right, title and interest of Lessor in the Site in accordance with Section 36 of the Agreement.

8. Notice.

All notices hereunder shall be deemed validly given if given in accordance with the Agreement.



9. Governing Law.

This Supplement shall be governed by and construed in accordance with the laws of the State of New York.

10. Modifications.

This Supplement shall not be amended, supplemented or modified in any respect, except pursuant to written agreement duly executed by the parties.

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IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first set forth above.

LESSOR:

STC FIVE LLC,
a Delaware limited liability company

By: John E. Beaudoin
Name: John E. Beaudoin
Title: Assistant Vice President

LESSEE:

GLOBAL SIGNAL ACQUISITIONS II LLC,
a Delaware limited liability company

By: Jason Catalini
Name: Jason Catalini
Title: Senior Director
Asset & Contract Management

SPRINT COLLOCATOR:

SPRINT SPECTRUM L.P.,
a Delaware limited partnership

By: John E. Beaudoin
Name: John E. Beaudoin
Title: Assistant Secretary



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LESSOR BLOCK

STATE OF New York)

COUNTY OF New York) ss.)

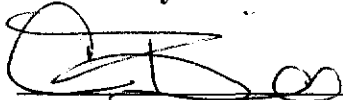
On 5 / 24 /2005, before me, the undersigned, personally appeared

John E. Beaudoin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

If this instrument was executed in NY and affects real property outside NY, the following is the prescribed NY statutory form of acknowledgment and is supplemental to the foregoing acknowledgment, OR if this instrument was executed in NY and affects real property in NY, the following is the prescribed NY statutory form of acknowledgment and supercedes the foregoing acknowledgment:

On 5 / 24 /2005, before me, the undersigned, a Notary Public in and for said State, personally appeared John E. Beaudoin, 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), and 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.

Witness my hand and official seal.



Notary Public

My commission expires:

CHRISTINA L. BIANCO
NOTARY PUBLIC, State of New York
No. 01BI6098832
Qualified in New York County
Commission Expires Nov. 17, 2007



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LESSEE BLOCK

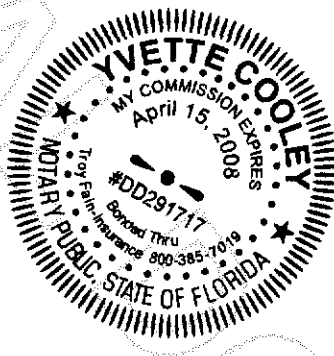
STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 18 day of May, 2005 by Jason Catalini, member (or agent) on behalf of Global Signal Acquisitions II LLC, a limited liability company. He/she is personally known to me or has produced _____ as identification.

Signature: _____

Name (printed, typed or stamped): _____



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SPRINT COLLOCATOR BLOCK

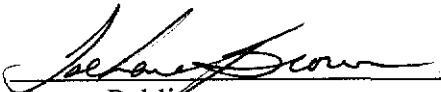
STATE OF New York)
COUNTY OF New York) ss.

On 5/23 /2005, before me, the undersigned, personally appeared John E. Beaudoin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

If this instrument was executed in NY and affects real property outside NY, the following is the prescribed NY statutory form of acknowledgment and is supplemental to the foregoing acknowledgment, OR if this instrument was executed in NY and affects real property in NY, the following is the prescribed NY statutory form of acknowledgment and supercedes the foregoing acknowledgment:

On 5/23 /2005, before me, the undersigned, a Notary Public in and for said State, personally appeared John E. Beaudoin, 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), and 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.

Witness my hand and official seal.


Notary Public

My commission expires:

TSEHAIA BROWN
NOTARY PUBLIC, State of New York
No. 01BR6096980
Qualified in Kings County
Commission Expires Aug. 11, 2007



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EXHIBIT A

Legal Description of Lessor's Leased Site

Located in the State of _____, County of _____, as described below.



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