

**RECORDING REQUESTED BY, AND
WHEN RECORDED, RETURN TO:**

Richard J. Busch
Graham & Dunn PC
Pier 70
2801 Alaskan Way, Suite 300
Seattle, WA 98121-1128



200602010051

Skagit County Auditor

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MEMORANDUM OF LEASE

Grantor: John G. Sargent and Marjorie J. Sargent, husband and wife

Grantee: New Cingular Wireless PCS, LLC,
a Delaware limited liability company

Abbreviated Legal Description: Ptn SW¼ SW¼ S25-T34N-R4E, W.M. and Ptn NW¼ NW¼ S36-T34N-R4E, W.M. (abbreviated legal)

Official legal description attached as Exhibit 1

Assessor's Tax Parcel ID #: 340436-0-005 (P29840) and 340425-3-006 (P27836)

Cell Site #: WA943

Cell Site Name: Eagle Point

State: Washington

County: Skagit

This Memorandum of Lease is entered into on this 12th day of JANUARY, 2006, by and between John G. Sargent and Marjorie J. Sargent, husband and wife, having a mailing address of 1612 Georgia, Anacortes, WA 98221 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 6100 Atlantic Boulevard, Norcross, GA 30071 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Lease Agreement ("**Agreement**") on the 12th day of JANUARY, 2006, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the Effective Date of the Agreement, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the

Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

"LANDLORD"

John G. Sargent and Marjorie J. Sargent, husband and wife

By: John G. Sargent

Print Name: John G. Sargent

Its: Owner

Date: 12-19-05

By: Marjorie J. Sargent

Print Name: Marjorie J. Sargent

Its: Owner

Date: 12-19-05

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: E. Don MacLeod
Print Name: E. Don MacLeod
Its: Executive Director/Network Services

Date: 1-12-06

Prepared by:

SAC NAME: Phil Hall

SAC FIRM: Wireless Facilities, Inc.

FIRM ADDRESS: 575 Andover Park West, Suite 201

CITY, STATE ZIP: Tukwila, WA 98188

**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**

JAN 31 2006

Amount Paid \$
By Skagit Co. Treasurer
Deputy

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]



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Skagit County Auditor

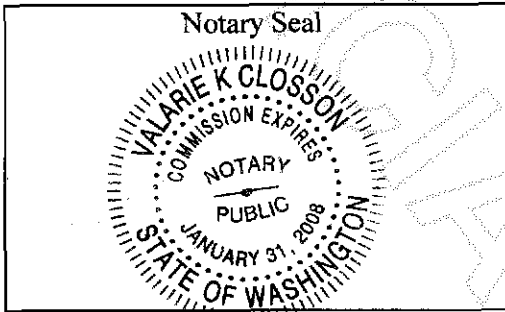
LANDLORD ACKNOWLEDGMENT

INDIVIDUAL CAPACITY:

STATE OF WASHINGTON)
) SS.
COUNTY OF Skagit)

I certify that I know or have satisfactory evidence that John Sargent
is/are the person(s) who appeared before me, and said person(s) acknowledged that said person(s)
signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes
mentioned in the instrument.

DATED: 12-19-05



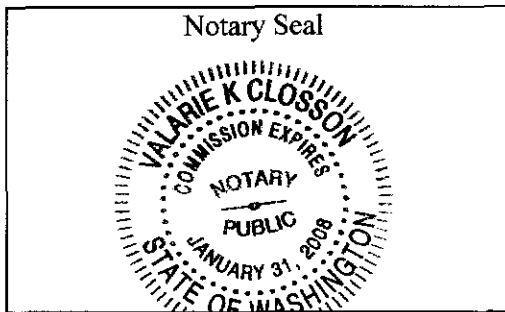
Valarie K. Closson
(Signature of Notary)
Valarie K Closson
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires: 1-31-08

INDIVIDUAL CAPACITY:

STATE OF WASHINGTON)
) SS.
COUNTY OF Skagit)

I certify that I know or have satisfactory evidence that Marjorie Sargent
is/are the person(s) who appeared before me, and said person(s) acknowledged that said person(s)
signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes
mentioned in the instrument.

DATED: 12-19-05



Valarie K. Closson
(Signature of Notary)
Valarie K. Closson
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires: 1-31-08

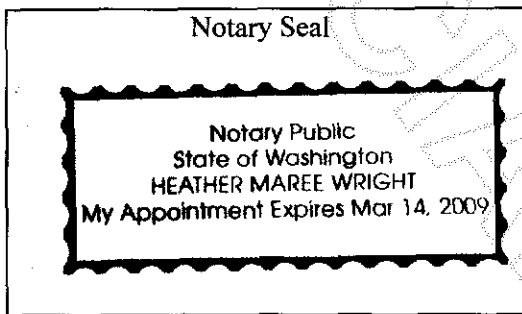


TENANT ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that E. DON MACLEOD
is the person who appeared before me, and said person acknowledged that he signed this instrument,
on oath stated that he was authorized to execute the instrument and acknowledged it as the
Executive Director/Network Svcs. of New Cingular Wireless PCS, LLC, to be the free
and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: January 12, 2006.



[Signature]
(Signature of Notary)

HEATHER M. WRIGHT

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of Washington

My appointment expires: 03/14/09



EXHIBIT 1

DESCRIPTION OF PREMISES

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to the Memorandum of Lease dated JANUARY 12, 2006, by and between John G. Sargent and Marjorie J. Sargent, husband and wife, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

Landlord owns certain property with an address of Assessor's Parcel No. P29840, in the County of Skagit, State of Washington hereinafter identified as the "Property."

Tenant leases a portion of the Property identified as the "Premises." The Premises are described and/or depicted as follows:

A tract of land lying in the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 25, Township 34 North, Range 4 East, W.M., and the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 36, Township 34 North, Range 4 East, W.M., more particularly described as follows:

Beginning at a point on the Mountain View Road 71.3 feet North and 1,580.5 feet West of the $\frac{1}{4}$ section corner between Sections 25 and 36;
thence North $74^{\circ}26'$ West 1,115.4 feet to a point on the Northerly right of way line of said road;
thence by various courses along the said right of way line, to the point of beginning, excluding herefrom that portion lying in Section 35, Township 34 North, Range 4 East, W.M.,

ALSO EXCEPTING HEREFROM the following described tract:

A 60 foot wide strip of County road right of way lying 30 feet on each side of the following described centerline; said 60 foot right of way lying in Sections 25 and 36, Township 34 North, Range 4 East, W.M.,

Beginning at a point on the centerline of a County road known as Mountain View Road, 71.3 feet North and 1,580.5 feet West of the South $\frac{1}{4}$ corner of Section 25, Township 34 North, Range 4 East, W.M.; said point being the P.C. of a 49° curve to the right with a radius of 116.93 feet;
thence along said curve to the right 206.8 feet to the P.T. of said curve;
thence North $70^{\circ}40'$ West 79 feet to the P.C. of a 20° curve to the left with a radius of 238.7 feet;
thence along said curve to the left 187.5 feet to the P.T. of said curve;
thence South $56^{\circ}20'$ West to a point on the West line of Section 36, Township 34 North, Range 4 East, W.M.;
thence leaving the centerline of said County road North $0^{\circ}16'28''$ West 88.6 feet along the West line of said Section 36 to a point on the centerline of said County road;
thence North $56^{\circ}20'$ East 33.2 feet to the P.C. of a 12° curve to the left with a radius of 477.5 feet;
thence along said curve 104.9 feet to the P.T. of said curve;
thence North $43^{\circ}45'$ East 85.6 feet to the P.C. of a 18° curve to the left with a radius of 318.3 feet;
thence along said curve 156.7 feet to the P.T. of said curve;
thence North $15^{\circ}33'$ East 108.4 feet to the P.C. of a 30° curve to the left with a radius of 191 feet;
thence along said curve 217.2 feet to the P.T. of said curve;
thence North $49^{\circ}36'$ West 215.5 feet to the P.C. of a 30° curve to the left with a radius of 191 feet;
thence along said curve to the left a distance of 71.8 feet to a point on the West line of Section 25, Township 34 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.



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