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7533434  
12/14/1999 02:58 PM 38.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
VOICE STREAM WIRELESS  
1497 S 700 W  
SALT LAKE CITY UT 84106  
BY: RDJ, DEPUTY - WI 15 P.

Site: SL1132C  
Market: SALT LAKE

### Site Lease with Option

7533434

THIS SITE LEASE WITH OPTION (this "Lease") is effective this 25th day of June 1996, between Linda L. Channell Properties, L.C., a Utah Limited Liability Company ("Landlord"), and Western PCS II Corporation, a Delaware corporation ("Tenant").

1. Option to Lease.

(a) In consideration of the payment of Two Hundred Dollars (\$200) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease the use of a portion of the real property described in attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of 12 months, commencing on the date hereof and ending the 21 day of June, 1997 (the "Option Period").

(b) During the Option Period, and during the term of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises from all applicable government and/or regulatory entities (the "Governmental Approvals") including appointing Tenant as agent for all conditional-use permit applications and zoning change applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals, conditional-use permits, perform surveys, soils tests, and other engineering procedures or environmental investigations on, under and over the Property, necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system design, operations and Governmental Approvals. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then, subject to the following terms and conditions, Landlord hereby leases to Tenant (the "Lease") the use of that certain portion of the Property sufficient for placement of Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in attached Exhibit B (collectively referred to hereinafter as the "Premises").

The Premises, located at 4038 S. 2700 East, Salt Lake City, UT 84121, comprises approximately 900 square feet.

2. Term. The initial term of this Lease shall be five years commencing upon the date which Tenant gives Landlord written notice of its exercise of the Option (the "Commencement Date"), and terminating at Midnight on the last day of the month in which the fifth annual anniversary of the Commencement Date shall have occurred.

3. Permitted Use. The Premises may be used by Tenant for, among other things, the transmission and reception of radio communication signals and for the construction, maintenance, repair or replacement of related facilities, towers, antennas, equipment or buildings and related activities. Tenant shall obtain, at Tenant's expense, all Governmental Approvals and may (prior to or after the Commencement Date) obtain a title report, perform surveys, soils tests, and other engineering procedures on, under and over the Property, necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations and Governmental Approvals. Landlord agrees to reasonably cooperate with Tenant (at no cost to Landlord), where required, to perform such procedures or obtain Governmental Approvals. If necessary, Tenant has the right to immediately terminate this Lease

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if Tenant notifies Landlord of unacceptable results of any title report, environmental survey or soils test prior to Tenant's installation of the Antenna Facilities (as defined below) on the Premises.

4. Rent.

(a) Tenant shall pay Landlord, as Rent, Five Hundred Dollars (\$500) per month ("Rent"). Rent shall be payable on the fifth day of each month, in advance, to at Landlord's address specified in Section 12 below. For the purpose of this Lease, all references to "month" shall be deemed to refer to a calendar month. If the Commencement Date does not fall on the fifth day of the month, then Rent for the period from the Commencement Date to the last day of the following month shall be prorated based on the actual number of days from the Commencement Date to the last day of the following month.

(b) If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason other than a default by Tenant, and all prepaid Rent shall be refunded to Tenant.

(c) If Tenant shall not have obtained all Governmental Approvals on or before the end of the Option Period, then Tenant shall, by notice to Landlord, have the right to cancel this Lease and shall be relieved from all rights and obligations under this Lease.

5. Renewal. Tenant shall have the right to extend this Lease for one additional, five-year term ("Renewal Term"). The Renewal Term shall be on the same terms and conditions as set forth herein, except that rent shall be increased by twenty five percent (25%) of the rent paid over the initial term.

This Lease shall automatically renew for the Renewal Term unless Tenant shall notify Landlord, in writing, of Tenant's intention not to renew this Lease, at least 60 days prior to the expiration of the initial term. With prior written Landlord approval, Tenant shall have the right to extend this Lease for four additional five-year terms, subject to rent agreed upon by Landlord and Tenant upon each successive renewal period. Tenant and Landlord agree to use best efforts to begin negotiating rent and term one year prior to expiration of initial extension and any other extension thereafter.

If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or lessees or licensees of Landlord; and that interferes with neighbors in the immediate geographic area with rights in the Property; prior in time to Tenant's (subject to Tenant's rights under this Lease, including without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its tenants, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its system, including without limitation radio transmitting and receiving antennas, and tower and bases, an electronic equipment shelter, and related cables and utility lines (collectively the "Antenna Facilities"). The Antenna Facilities shall be initially configured generally as set forth in Exhibit C. Tenant shall have the right to replace or upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall have the right to remove the Antenna Facilities upon termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, and will construct a fence.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located thereon in commercially reasonable condition and repair during the term of this Lease, normal wear and tear excepted. Upon termination of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Premises (including, but not limited to the installation of emergency power generators). Tenant shall, install separate meters for utilities used on the Property. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant an easement ("Easement") for ingress, egress, and access (including access as described in Section 1) to the Premises adequate to install and maintain utilities, which include, but are not limited to the installation of overhead or underground power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the term of this Lease or any Renewal Term. Upon prior written notice, provided Tenant's Antenna Facilities remain fully functional and continue to transmit at full power, Landlord shall have the right, at Landlord's sole expense, to relocate the Easement to Tenant, provided such new location shall not materially interfere with Tenant's operations. Any Easement provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the term of this Lease and any Renewal Term.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days written notice by Landlord for failure to cure a material default for payment of amounts due under this Lease within that thirty (30) day period;

(b) upon thirty (30) days written notice by either party if the other party defaults and fails to cure or commence curing such default within that 30-day period, or such longer period as may be required to diligently complete a cure commenced within that 30-day period;

(c) upon ninety (90) days written notice by Tenant, if it is unable to obtain, maintain, or otherwise forfeits or cancels any license, permit or Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(d) upon ninety (90) days written notice by Tenant if the Property, Building or the Antenna Facilities are or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;

(e) immediately upon written notice if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction;

(f) at the time title of the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power, shall be treated as a taking by condemnation.

9. Taxes. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property. In the event that Landlord fails to pay said real property taxes, then Tenant shall have the right to pay said taxes and deduct them from Rent amounts due under this agreement.

10. Insurance and Subrogation.

(a) Tenant will provide Commercial General Liability Insurance in an aggregate amount of \$3,000,000 and name Landlord as an additional insured on the policy or policies. Tenant may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

11. Hold Harmless. Tenant agrees to defend, indemnify and hold Landlord harmless (including attorneys fees) from claims arising from the installation, use, maintenance, repair or removal of the Antenna Facilities, except for claims arising from the negligence or intentional acts of Landlord, its employees, agents or independent contractors.

12. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Tenant, to:  
Western PCS II Corporation  
Attn: PCS Leasing Administrator  
2001 NW Sammamish Road  
Suite 100  
Issaquah, WA 98027  
Phone: (206) 313-5200  
Fax: (206) 313-5520

with a copy to:  
Western PCS II Corporation  
Attn: Legal Department  
2001 NW Sammamish Road  
Suite 100  
Issaquah, WA 98027  
Phone: (206) 313-5200  
Fax: (206) 313-5520

If to Landlord to:  
Linda L. Channell Properties, L.C.  
3131 E. Deer Hollow Drive  
Sandy, UT 84092  
Phone: (801) 944-0300

with a copy to:  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: ( ) \_\_\_\_\_

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant which will not interfere with Tenant's rights to or use of the Premises; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord.

Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

Landlord covenants that during the terms of this Lease, Landlord will not lease any real property or tower space to any person or entity in direct or indirect competition with Tenant, including but not limited to, providers of cellular service, smr service, pcs service, paging service, or any other form of telecommunications service provided to the public within a three (3) mile radius of the Property.

14. Environmental Laws. Tenant represents, warrants and agrees that it will conduct its activities on the Property in compliance with all applicable Environmental Laws (as defined in attached Exhibit D). Landlord represents, warrants and agrees that it has in the past and will in the future conduct its activities on the Property in compliance with all applicable Environmental Laws and that the Property is free of Hazardous Substance (as defined in attached Exhibit D) as of the date of this Lease.

Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substance, not caused solely by Tenant, that have occurred or which may occur on the Property.

Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Landlord may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or release into the environment arising solely from Tenant's activities on the Property.

Landlord agrees to defend, indemnify and hold Tenant harmless from and against any all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Tenant may

suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment, that relate to or arise from Landlord's activities during this Lease and from all activities on the Property prior to the commencement of this Lease.

The indemnifications in this section specifically include costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.

15. Assignment and Subleasing. Tenant may assign this Lease upon written notice to Landlord, to any person controlling, controlled by, or under common control with Tenant, or any person or entity that, after first receiving FCC or state regulatory agency approvals, acquires Tenant's radio communications business and assumes all obligations of Tenant under this Lease. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease this Lease, upon written notice to Landlord, only if such sublease is subject to the provisions of this Lease. Tenant may otherwise assign this Lease upon written approval of Landlord, which approval shall not be unreasonably delayed or withheld.

Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns, (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagee located on the Premises, except that the cure period for any Mortgagee shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 8 of this Lease. All such notices to Mortgagees shall be sent to Mortgagee at the address specified by Tenant upon entering into a financing agreement. Failure by Landlord to give Mortgagee such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagee to cure any default and to remove any property of Tenant or Mortgagee located on the Premises, as provided in Section 18 of this Lease.

16. Successors and Assigns. This Lease shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Mediation and Arbitration. If any dispute or claim on law or equity arises out of the Lease, Tenant and Landlord agree in good faith to attempt to settle such dispute or claim by mediation under the Commercial Mediation rules of the American Arbitration Association. If such mediation is not successful in resolving such dispute or claim, then such dispute or claim shall be decided by neutral binding arbitration before a single arbitrator in accordance with the Commercial Arbitration rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

18. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease, regardless of whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Mortgagee the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Mortgagee's sole discretion and without Landlord's consent.

19. Miscellaneous.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

(e) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached as Exhibit E) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease, by either party.

(f) This Lease shall be construed in accordance with the laws of the state in which the Property is located.

(g) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties intend that the provisions of this Lease be enforced to the fullest extent permitted by applicable law. Accordingly, the parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(i) The submission of this document for examination does not constitute an offer to lease or a reservation of or option for the Premises and shall become effective only upon execution by both Tenant and Landlord.

(j) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(k) The parties understand and acknowledge that Exhibit A (the legal description of the Property), Exhibit B (the Premises location within the Property) and Exhibit C (the site plan) may be attached to this Lease in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, B and/or C, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Tenant with such final, more complete exhibit(s), subject to Landlord's written approval thereof, and construction may not commence until such modified Exhibits are so approved.

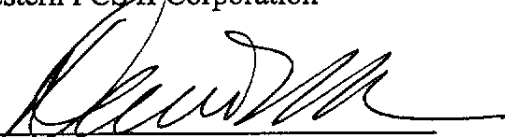

The Execution Date of this Lease is the \_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_.

LANDLORD: Linda L. Channell Properties, L.C.

\_\_\_\_\_  
By: Dr. R. Reed Channell  
Its: Manager

\_\_\_\_\_  
By: Linda L. Channel  
Its: Manager

TENANT: Western PCS II Corporation

  
\_\_\_\_\_  
By: \_\_\_\_\_  
Its: 



STATE OF UTAH )  
 )  
COUNTY OF SALT LAKE )

ss:

On this \_\_\_ day of \_\_\_\_\_ 199\_\_\_, before me personally appeared Dr. R. Reed Channell and Linda L. Channell, known to me to be the Managers of Linda L. Channell Properties, L.C., the same that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Lease for the uses and purposes therein mentioned, and on oath, stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

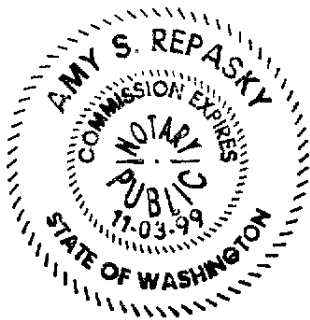
NOTARY PUBLIC in and for the State of Utah.  
My commission expires \_\_\_\_\_.

STATE OF WASHINGTON )  
 )  
COUNTY OF KING )

ss:

*David H. Miller* On this 9 day of July 1996, before me personally appeared J.P., known to me to be the J.P. of Western PCS Corporation, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath, stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



*Amy S. Repasky*  
NOTARY PUBLIC in and for the State of  
Washington  
My commission expires 11/03/99

EXHIBIT A

Legal Description

To the Site Lease with Option dated the 25th day of June, 1996, between Linda L. Channell Properties, L.C. as Landlord, and Western PCS II Corporation, as Tenant.

The Property is legally described as follows:

VTRU 16-34-479-017-0000 BOOK 7306 PAGE 1217 DATE 04/19/96 LEGAL D PAGE 1  
NAME LINDA L CHANNELL NEW/UPDT TAX DIST OK 17  
CONT PROPERTIES LC NB CODE FRONTAGE 0  
C/D,AT NB DIST DEPTH 0  
STREET 3131 E DEER HOLLOW DR EDIT ZONING IRREG 3.92  
CITY SANDY UT 840924518 ACREAGE 0.00  
LOCATE 3970-4048 S 2700 E EDIT CERTIFY C ASSR BATCH NO 0 SEQ 000  
UNKWN EDIT N PLAT

PROPERTY DESCRIPTION  
DESC 1 BEG N 0-02'30" E 1138.67 FT & N 89-57'30" W 133 FT FR SE COR WORK CRD  
DESC 2 SEC 34, T 1S, R 1E, S L M; N 89-57'30" W 105.21 FT; S 62-54' PRINTED  
DESC 3 W 77.12 FT; S 57-42' W 69.71 FT; S 36-04'10" E 123.06 F ; S  
DESC 4 9-33'04" W 92.15 FT; S 35-13'03" W 18.98 FT; S 1-21'50" W  
DESC 5 41.68 FT; S 29-14'56" W 88.52 FT; S 49-28'02" W 91.85 FT; S  
DESC 6 21-56' W 39.14 FT; S 70-48' E 40.95 FT; S 15- E 124.5 FT; N  
DESC 7 59- E 99.07 FT; S 89-42'30" E 108.738 FT; N 0-03' E 2.385 12 DESC  
DESC 8 FT; S 89-57' E 150.267 FT; N 0-02'30" E 448.98 FT; W 100 FT; LINES  
DESC 9 N 125 FT TO BEG. (BEING PT OF LOT 159, SUNNYSIDE HEIGHTS)  
DESC 10 3.92 AC. 5577-2301 5547-1527 5925-651, 653 6093-1541, MORE  
OLD PARCEL NUMBERS  
16-34-479-015-0000

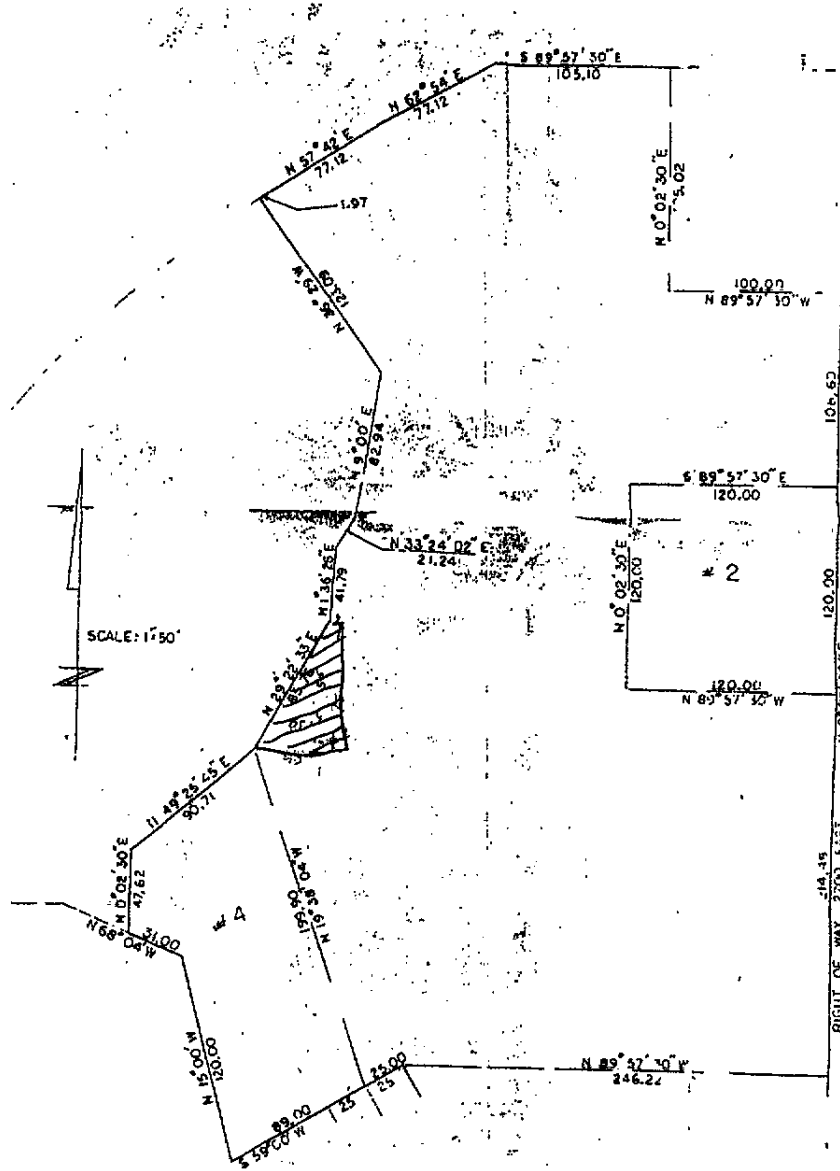
MORE TOTAL 1

# EXHIBIT B

## Premises Location Within the Property

To the Site Lease with Option dated the 25th day of June, 1996, between Linda L. Channell Properties, L.C. as Landlord, and Western PCS II Corporation, as Tenant.

The location of the Premises within the Property is more particularly described and depicted as follows:



## EXHIBIT C

### Site Plan and Equipment Schedule

To the Site Lease with Option dated the 25th day of June, 1996, between Linda L. Channell Properties, L.C. as Landlord, and Western PCS II Corporation, as Tenant.

#### Site Plan

To be filled in and approved by Landlord prior to any construction.

#### Equipment Schedule

1 Concrete Pad	Chain Link Fence
1 60' Monopole	Coaxial Cable
1 Waveguide Bridge	6 PCS Antenna Panels
1 Dog House (Power & Telco)	2 Base Transceiver Stations ("BTS")
1 Meter Panel	1 Transfer Switch
1 Generator Plug	Compacted Gravel around Concrete Pad
2 Microwave Antennas	1 Security light approximately 10' high

## EXHIBIT D

### Environmental Laws

To the Site Lease with Option dated the 25th day of June, 1996, between Linda L. Channell Properties, L.C. as Landlord, and Western PCS II Corporation, as Tenant.

As used in this Lease, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Clean Air Act, 42 U.S.C. §§ 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., the Hazardous Materials Transportation Act, 49 U. S. C. §§ 1801 et seq., the Safe Drinking Water Act, 42 U.S.C. §§ 300f through §§ 300f, and state laws, or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto.

As used in this Lease, "Hazardous Substance" means any hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; any and all material or substance defined as hazardous pursuant to any federal, state or local laws or regulations or order; and any substance which is or becomes regulated by any federal, state or local governmental authority; any oil, petroleum products and their by-products.

**EXHIBIT E**  
**Memorandum of Lease**

To the Site Lease with Option dated the 25th day of June, 1996, between Linda L. Channell Properties, L.C. as Landlord, and Western PCS II Corporation, as Tenant.

After recording, please return to: Western PCS II Corporation  
Attn: Leasing Administrator  
330 - 120th Avenue NE, Suite 200  
Bellevue, WA 98005

Site Identification: SL1132C

Market: SALT LAKE

**Memorandum of Lease Between Linda L. Channell Properties, L.C. ("Landlord") and Western PCS II Corporation ("Tenant")**

A Site Lease with Option between Linda L. Channell Properties, L.C. ("Landlord") and Western PCS II Corporation ("Tenant") was made regarding the following premises:

See attached exhibit A

The date of execution of the Site Lease with Option was the \_\_\_\_\_ day of June, 1996. Subject Lease is for a term of five (5) years and will commence upon the date Tenant gives Landlord written notice of its exercise of the Option (the "Commencement Date") and shall terminate at midnight on the last day of the month in which the 5th anniversary of the Commencement Date shall have occurred. Tenant shall have the right to extend this Lease for one additional five-year terms. With prior Landlord approval, Tenant shall have the right to extend this Lease for four additional five-year terms, subject to rent agreed upon by Landlord and Tenant upon each successive renewal period.



IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum this \_\_\_\_\_ day of June, 1996.

LANDLORD: Linda L. Channell Properties, L.C.

\_\_\_\_\_  
By: Dr. R. Reed Channell  
Its: Manager

\_\_\_\_\_  
By: Linda L. Channell  
Its: Manager

TENANT: Western PCS II Corporation

\_\_\_\_\_  
By:   
Its: 

STATE OF UTAH )  
 )  
COUNTY OF SALT LAKE )

ss:

On this \_\_\_ day of \_\_\_\_\_ 199\_\_\_, before me personally appeared Dr. R. Reed Channell and Linda L. Channell, known to me to be the Managers of the Linda L. Channell Properties, L.C., the same that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Lease for the uses and purposes therein mentioned, and on oath, stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC in and for the State of Utah.  
My commission expires \_\_\_\_\_

STATE OF WASHINGTON )  
 )  
COUNTY OF KING )

ss:

*David A. Yeller*

On this 9 day of July 1996, before me personally appeared V.P., known to me to be the V.P. of Western PCS Corporation, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath, stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



*Amy S. Repasky*  
NOTARY PUBLIC in and for the State of  
*Washington*  
My commission expires 11/03/99