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Date: 06/26/2006 04:50P
Filed by: GRAHAM & DUNN PC
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$35.00

MEMORANDUM OF AGREEMENT

APN: 030829212100

Abbreviated Legal: Section 29, T3N, R8E

Licensors: Oregon RSA No. 2 Limited Partnership, an Oregon limited partnership, by Oregon RSA #2 Inc., an Oregon corporation, It's general partner, doing business as U.S. Cellular

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

Site Number: HO04

Site Name: Carson

State: Washington

County: Skamania

This Memorandum of Agreement is entered into on this 8th day of MAY, 2006, by and between Oregon RSA No. 2 Limited Partnership, an Oregon limited partnership, by Oregon RSA #2 Inc., an Oregon corporation, It's general partner, doing business as U.S. Cellular., having a mailing address of 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois, 60631 (hereinafter referred to as "**Licensors**") 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 "**Licensee**").

1. Licensors and Licensee entered into a certain Lease Agreement ("**Agreement**") on the ____ day of _____, 200__, 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 One (1) year ("**Initial Term**") commencing on the earlier of (i) installation or (ii) April 1, 2006 whichever occurs first, with four (4) successive five (5) year options to renew.

3. The portion of the land being leased to Licensee (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Agreement 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 Agreement 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 Agreement as of the day and year first above written.

"LICENSOR"

Oregon RSA No. 2 Limited Partnership, an Oregon limited partnership, by Oregon RSA #2, Inc., an Oregon corporation, It's general partner, doing business as U.S. Cellular

By: _____

Print Name: George Irving

Its: VP

Date: 5/8/06

"LICENSEE"

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

By: _____

Print Name: E. Don MacLeod

Its: Executive Director of Network Services

Date: 5-28-06

Prepared by:

Pacific Telecom Services

1001 SE Water, Suite 430

Portland, OR 97214

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

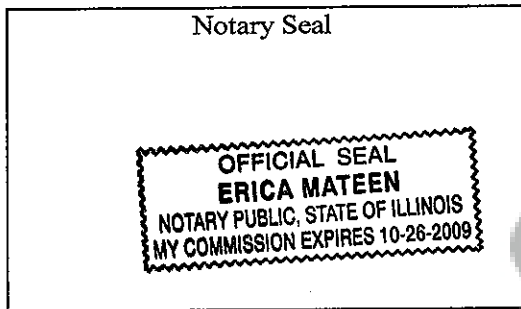
LICENSOR ACKNOWLEDGMENT

REPRESENTATIVE CAPACITY

STATE OF Illinois)
COUNTY OF Cook) SS.

This instrument was acknowledged before me on May 8, 2006 by
George Swing as Vice President of said
Licensor.

DATED: May 8, 2006.



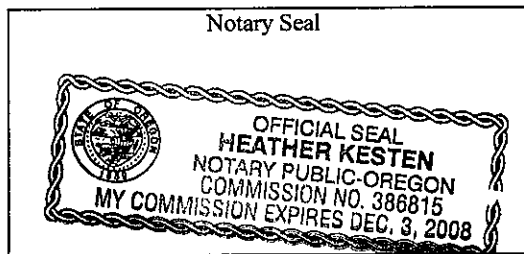
Erica Mateen
(Signature of Notary)
Erica Mateen
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of _____
My appointment expires: _____

LICENSEE ACKNOWLEDGEMENT

OREGON
STATE OF ~~WASHINGTON~~)
MULTNOMAH) 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 said person signed this instrument, on oath stated that said person was authorized to execute said instrument and acknowledged it as the Executive Director of Network Services of New Cingular Wireless PCS, LLC a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 28 April 2006.



Heather Kesten
(Signature of Notary)
Heather Kesten
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires: 12/3/08

EXHIBIT 1

DESCRIPTION OF PREMISES

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to the Memorandum of Lease dated _____, 200__, by and between Oregon RSA No. 2 Limited Partnership, an Oregon limited partnership, by Oregon RSA #2, Inc., an Oregon corporation, It's general partner, doing business as U.S. Cellular as Licensor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Licensee.

The Premises are described and/or depicted as follows:

Licensor owns certain property with an address of 841 Wind River Hwy, Carson WA, 98610 hereinafter identified as the "Property."

Beginning at the point of intersection of the south line of Olive Avenue in Boyd and Wilkinsons Addition to the Town of Carson, with the west line of Wind River Road; thence along the west line of said Wind River Road southerly 100 feet; thence westerly 100 feet; thence northerly 100 feet to south line of said Olive Avenue; thence easterly on said south line of said Olive Avenue 100 feet to point of beginning.

Tax No. 4549 Lot 1 of Block 3 of Boyd & Wilkinson Addition to Carson per recorded plat on file with the Auditor of Skamania County.

Tax No. 4561 Begin 29 rods 158 feet South of and 34 feet West of the Northeast corner of the Northwest quarter of Sec 29, Twp 3 N Range 8 E, W.M. Thence West 175 feet, thence North 170 feet thence East 175 feet, thence South 170 feet to the beginning Containing .70 acres more or less.

Tax No. 4565 Begin 29 rods 158 feet South of and 34 feet West of the Northeast corner of the Northwest quarter of Sec. 29, Twp 3 N Range 8 E, W.M. Thence West 175 feet, thence South 50 feet, thence East 175 feet, thence North 50 feet to the beginning containing .20 acres more or less.

Beginning at the Northeast corner of Lot 11, Block 4, Boyd and Wilikinson Addition to the town of Garson; East 70 feet; South 100 feet; West 70 feet; North 100 feet to the point of beginning.