

RESOLUTION NO. 1369

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH WESTERN PCS I CORPORATION, FOR THE USE OF CITY-OWNED PROPERTY AT THE WASTE WATER TREATMENT PLANT AS A WIRELESS COMMUNICATION FACILITY TOWER SITE.

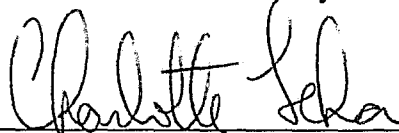
WHEREAS, the City of Wilsonville wishes to allow for the siting of wireless communication facilities on city-owned properties in a manner that does not unfairly discriminate among providers of wireless communication facilities; and

WHEREAS, Western PCS I Corporation now seeks to lease a 1,600 square foot parcel of city-owned property at the Waster Water Treatment Plant for use as a wireless communication facility tower site; and

WHEREAS, a lease agreement under which Western PCS I Corporation shall pay a fair, market-based rent to the city for the use of this site, has been agreed upon by the City of Wilsonville and Western PCS I Corporation;

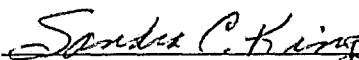
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Wilsonville authorizes the City Manager to execute the "Site Lease with Option," which is attached to this resolution as "Exhibit A."

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 20th day of March, 1997, and filed with the Wilsonville City Recorder this same date.



CHARLOTTE LEHAN, Mayor

ATTEST:



Sandra C. King, CMC, City Recorder

SUMMARY OF VOTES:

Mayor Lehan	Yes
Councilor MacDonald	Yes
Councilor Helser	Yes
Councilor Luper	Yes
Councilor Barton	Yes

Site: PO-1473-A Wilsonville South
Market: Portland MTA

Site Lease with Option

THIS SITE LEASE WITH OPTION (this "Lease") is effective this _____ day of _____, 1997, between City of Wilsonville, ("Landlord"), and Western PCS I Corporation, a Delaware corporation, ("Tenant").

1. Option to Lease.

(a) In consideration of the payment of **Five Hundred and 00/100 Dollars (\$500.00)** (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 term of twelve (12) months, commencing on the date hereof and ending twelve (12) months from such date (the "Option Period"). The Option Period may be extended by Tenant for an additional twelve (12) months upon written notice to Landlord and payment of the sum of **Five Hundred and 00/100 Dollars (\$500.00)** ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the term of this Lease, Landlord agrees to **allow Tenant, at Tenant's expense, to apply for** all licenses and permits or authorizations required for Tenant's use of the Premises, **as defined below in Section 1(c)**, from all applicable government and/or regulatory entities (the "Governmental Approvals") including appointing Tenant as agent for all conditional-use permit applications related to this lease and Landlord agrees 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. **Landlord makes no guarantee that the City of Wilsonville will grant Tenant any permits or Governmental Approvals referred to in this Lease.** During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing of the Commencement Date (as such term is defined in Section 2, below), at Landlord's address in accordance with Section 12 hereof. If Tenant fails to exercise the Option within the Option Period, then there shall be no lease (as defined in Section 1(c)(below) and neither party shall have any further obligation to the other party.

(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 **9275 SW Tauchman, City of Wilsonville, County of Clackamas, State of Oregon**, comprises approximately **Sixteen Hundred (1600)** square feet.

2. Term. The initial term of this Lease shall be five (5) years commencing on the date specified by Tenant pursuant to Section 1(b), above (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. If necessary, Tenant has the right to immediately terminate this Lease 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) Beginning on the Commencement Date Tenant shall pay Landlord, as Rent, **Eight Hundred and 00/100 Dollars (\$800.00)** per month ("Rent"). Rent shall be payable on the fifth day of each month, in advance, to **City of Wilsonville** 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 current month shall be prorated based on the actual number of days from the Commencement Date to the last day of the current 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 five (5) additional, five (5)-year terms ("Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein except that rent shall be increased by ten percent (10%) of the rent paid over the preceding term.

This Lease shall automatically renew for each successive Renewal Term unless Tenant shall notify Landlord, in writing, of Tenant's intention not to renew this Lease, at least sixty (60) days prior to the expiration of the term or any Renewal Term.

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, 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 remove the Antenna Facilities upon termination of this Lease.

(b) Tenant, at its expense, may use any and all means of restricting access to the Antenna Facilities that has been approved by permit.

(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 Antenna Facilities shall be removed, and 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, wherever practicable, 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, 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 twenty-four (24)-hours-a-day, seven (7)-days-a-week access to the Premises at all times during the term of this Lease and any Renewal Term.

(g) In the event of termination of this Lease for any reason, Tenant shall remove, at Tenant's expense, all of the Antenna Facilities installed by Tenant and the premises shall be returned to Landlord in good, useable condition, wear and tear excepted. The removal of the Antenna Facilities and return of the Premises shall be completed within sixty (60) days after the termination of the Lease and Rent shall continue to accrue and be paid until the removal of the Antenna Facilities and the return of the Premises have been completed.

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 thirty (30)-

day period, or such longer period as may be required to diligently complete a cure commenced within that thirty (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; **excepting, however, that Tenant must remove all Antenna Facilities and restore the Property to the condition existing prior to the commencement of the Lease.** 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 for a reasonable period of time, **provided that the Tenant is actively undertaking to restore 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. Tenant shall pay when due all real property tax assessment **directly attributable to the construction of the Antenna Facilities upon proof of such tax assessment provided to the Tenant by the Landlord.** In the event that Tenant fails to pay said real property taxes, then Landlord shall have the right to pay said taxes and add them to Rent amounts due under this agreement.

10. Insurance and Subrogation.

(a) Tenant will provide Commercial General Liability Insurance in an aggregate amount of \$1,000,000 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. **Proof of insurance shall be provided to Landlord prior to commencement of construction.**

(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 hold Landlord harmless 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 I Corporation
Attn: PCS Leasing Administrator
2001 N.W. Sammamish Road
Suite 100
Issaquah, WA 98027
Phone: (206) 313-5200
Fax: (206) 313-5520

with a copy to:

Western PCS I Corporation
Attn: Legal Department
2001 N.W. Sammamish Road
Suite 100
Issaquah, WA 98027
Phone: (206) 313-5200
Fax: (206) 313-5520

If to Landlord to:

Phone: (____) _____
Fax: (____) _____
Fed. Tax ID #: _____

with a copy to:

Phone: (____) _____
Fax: (____) _____

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 to the best of its knowledge 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 any 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 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 Landlord's 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. Disputes. Tenant and Landlord agree that if any dispute or claim in law or equity arises out of the Lease, the parties may attempt to settle such dispute or claim by mediation before exercising their rights to pursue any dispute or claim through any legal process available under municipal, state, and federal law.

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 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).

The Execution Date of this Lease is the _____ day of _____, 1997.

LANDLORD: City of Wilsonville

By: _____

Its: _____

TENANT: Western PCS I Corporation

By: _____

Its: _____

STATE OF Oregon)
)
COUNTY OF Clackamas)

ss:

On this ____ day of _____, 1997, before me personally appeared _____, known to me to be the _____ of _____, the _____ that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said _____ for the uses and purposes therein mentioned, and on oath, stated that _____ 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.

NOTARY PUBLIC in and for the
State of _____.
My commission expires _____.

STATE OF WASHINGTON)
)
COUNTY OF KING)

ss:

On this ____ day of _____, 1997, before me personally appeared _____, known to me to be the _____ of Western PCS I Corporation, the _____ that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said _____ for the uses and purposes therein mentioned, and on oath, stated that _____ 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.

NOTARY PUBLIC in and for the
State of Washington.
My commission expires _____.

EXHIBIT A

Legal Description

To the Site Lease with Option dated this ____ day of _____, 1997,
between City of Wilsonville, as Landlord, and Western PCS I Corporation, as
Tenant.

The Property is legally described as follows:

EXHIBIT B

Premises Location Within the Property

To the Site Lease with Option dated this ____ day of _____, 1997, between City of Wilsonville, as Landlord, and Western PCS I Corporation, as Tenant.

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

EXHIBIT C

Site Plan

To the Site Lease with Option dated this _____ day of _____, 1997,
between City of Wilsonville, as Landlord, and Western PCS I Corporation, as
Tenant.

Conceptual Site Plan and Equipment

EXHIBIT D

Environmental Laws

To the Site Lease with Option dated this _____ day of _____, 1997, between City of Wilsonville, as Landlord, and Western PCS I 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 §§ 300h, 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 this _____ day of _____, 1997, between City of Wilsonville, as Landlord, and Western PCS I Corporation, as Tenant.

After recording, please return to: **Western PCS I Corporation**
Attn: Leasing Administrator
2001 N.W. Sammamish Road, Suite 100
Issaquah, WA 98027

Site Identification: **PO-1473-A Wilsonville South** Market: **Portland MTA**

Memorandum of Lease Between City of Wilsonville ("Landlord") and Western PCS I Corporation ("Tenant")

A Site Lease with Option between City of Wilsonville ("Landlord") and Western PCS I Corporation ("Tenant") was made regarding the following premises:
See attached Exhibit A

The date of exercise of the Site Lease Option was _____. Subject Lease is for a term of five (5) years and will commence on the Commencement Date outlined in the notice to exercise provided to the Landlord 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 five (5) additional five (5)-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum this ____ day of _____, 1997.

LANDLORD: **City of Wilsonville**

By: _____

Its: _____

TENANT: **Western PCS I Corporation**

By: _____

Its: _____

STATE OF Oregon)
)
COUNTY OF Clackamas)

ss:

On this _____ day of _____, 1997, before me personally appeared _____, known to me to be the _____ of _____, the _____ that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said _____ for the uses and purposes therein mentioned, and on oath, stated that _____ 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.

NOTARY PUBLIC in and for the
State of _____.
My commission expires _____.

STATE OF WASHINGTON)
)
COUNTY OF KING)

ss:

On this _____ day of _____, 1997, before me personally appeared _____, known to me to be the _____ of Western PCS I Corporation, the _____ that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said _____ for the uses and purposes therein mentioned, and on oath, stated that _____ 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.

NOTARY PUBLIC in and for the
State of Washington.
My commission expires _____.



CITY OF WILSONVILLE

DEC - 5 1997

RECEIVED

December 4, 1997

City of Wilsonville
30000 SW Town Center Loop E
Wilsonville OR 97070

Attention: Joan S. Kelsey, Assistant City Attorney

Dear Ms Kelsey:

Enclosed please find a fully executed original Amendment to the Wilsonville South (PO1473A) Site Lease with Option between City of Wilsonville, and Western PCS I Corporation. I apologize for the delay in getting this back to you but the section to be deleted does not take effect until we commenced the lease so hopefully this will still take care of your concerns.

If you should have any questions, please do not hesitate to contact me at 503-515-4363.

Sincerely,

WESTERN PCS I CORPORATION

Geneva Schreiner
Lease Administrator

*pls copy
Dave T
file*

encs.

Joan?

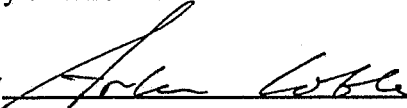
AMENDMENT TO SITE LEASE WITH OPTION
Resolution 1369, adopted 3/20/97

The parties, as shown by their signatures below, understand and mutually agree that the following contract provision shall be deleted from section 13, page 7, of the Site Lease with Option agreement, formerly approved by City of Wilsonville in Resolution 1369 on March 20, 1997:

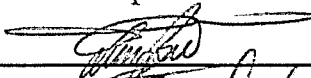
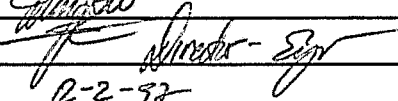
DELETE:

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 form of telecommunications service provided to the public within a three (3)-mile radius of the Property.

Landlord City of Wilsonville

By 
Its City Manager
Date: _____

Tenant Western PCS I Corporation

By 
Its 
Date: 12-2-97