

FACILITIES SPACE LEASE This Lease is

made and entered into the ____ day of March, 2002 by and between, **Cowlitz County, 207 4th Ave N. Kelso WA**, address, hereinafter referred to as "Lessor" and **McDANIEL CELLULAR TELEPHONE COMPANY**, a Delaware corporation, doing business as *U.S. Cellular*, Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631, hereinafter referred to as "Lessee". In consideration of the

mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is hereby covenanted and agreed as follows: Lessor is the owner of the

Hall of Justice building located in the County of Cowlitz, State of Washington, as depicted on the Exhibit attached hereto, and marked Exhibit A, and incorporated herein by reference, a portion of which has been identified as a suitable site for a telecommunications facility, hereinafter referred to as the "Site", designated on said Exhibit A.1. Demise of Premises. Lessor hereby lets and demises unto Lessee and Lessee hereby receives and accepts from Lessor, the following described Premises:

Rooftop Space. 3 - 10 foot by 10 foot rooftop locations for the purpose of mounting telecommunications antennas, and a 5 foot by 10 foot area in the storage room, located on the East side, of the roof of the Hall of Justice building, in Kelso, County of Cowlitz, State of Washington, location to be authorized and approved by Lessor. The storage room will be used for the placement of Lessee's equipment building and rooftop space sufficient for the placing and affixing of three (3) telecommunications antennas. *THE ROOFTOP SPACE SHALL BE FURTHER DESCRIBED IN EXHIBIT "A" AND ATTACHED HERETO.*

2. Use of the Premises. Lessee shall be entitled to use the Premises to install, operate, and maintain thereon a cellular common carrier mobile telephone base station, including related system networking, station control, and performance monitoring functions, but for no other use or purpose. Such installation shall be pursuant to plans and specifications approved by Lessor. Lessee's use of the Premises shall at all times comply with and conform to all laws and regulations applicable thereto.

3. Privileges Appurtenant. Lessor hereby confers upon Lessee the following Privileges appurtenant to the Premises, which shall be irrevocable for the duration hereof:

(a) To extend and connect lines for signal carriage between Lessee's radios and Lessee's antennas, including the privilege to penetrate walls, columns, and the roof of the Building for the purpose of establishing line routing passageways; subject to the prior written approval by Lessor of all plans, specifications and proposed penetrations. (b) To extend and connect lines for electric and telephone utility service between Lessor's base station and suitable utility company service connection points;

(c) To install an independent system of temperature and humidity controls to provide a suitable ambient climate for the proper operation of Lessor's base station equipment; and (d) To traverse common areas of the Building as reasonably necessary to accomplish Lessor's purposes contemplated in this Lease upon prior notice and so long as Lessor's business is not unreasonably interfered with.

4. Alterations. Lessee's alterations to the Building shall be performed at Lessee's sole cost, free from

liens, in a good and workmanlike manner complying with applicable codes, and according to detailed plans and specifications which have received the prior written approval of Lessor's designated representative, which approval shall not unreasonably be withheld.

5. Term. The initial term of this Lease shall commence on May 1, 2002, (the "Commencement Date") and end on April 30, 2007. Lessee shall have the option to renew this lease for up to four (4) additional five (5) year terms upon the terms and conditions contained herein. These options may be exercised by giving Lessor not less than sixty (60) nor more than one hundred twenty (120) days written notice prior to expiration of the term then present at the time of such notice.

6. Base Rent. Lessee shall pay a Base Rent to Lessor for the first year on the Commencement Date, and for each year thereafter on the Anniversary of the Commencement Date. Lessee shall pay to the Lessor as annual rent for the Property the sums as shown below (the "Base Rent"):

Years 1 through 5:	\$18,000
Years 6 through 10:	\$21,600
Years 11 through 15:	\$25,920
Years 16 through 20:	\$31,100
Years 21 through 25:	\$37,325

7. Utilities. Lessee shall ensure that utility services are accessible and available at the Site for Lessee's intended use. Lessee shall be responsible for the separate metering, billing, and payment of its utility services consumed by its operations.

8. Taxes. Lessee shall pay any personal property taxes levied against Lessee's Building and Lessee's base station equipment. Lessor shall pay any taxes and assessments attributable to the land underlying the Premises, the Building, and any other of Lessor's equipment or property.

9. Option to Terminate. Lessee shall have the unilateral right to terminate this Lease at any time by giving written notice to Lessor or Lessee's exercise of this option and paying Lessor the amount of \$25,920 as liquidated damages.

10. Access. So long as Lessor's business and that of Lessor's tenants is not unreasonably interfered with, Lessee shall have access to the Premises at all hours of the day and night, subject to such reasonable rules and regulations as Lessor may impose.

11. Compliance with Laws. Lessee shall, at Lessee's cost and expense, comply with all federal, state, county or local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agencies having jurisdiction over the Premises and Lessee's operations thereupon.

12. FCC and FAA Tower Registration. Lessor warrants to Lessee that the Building has been registered by the Building owner with the Federal Communications

Commission (FCC) and /or the Federal Aviation Administration (FAA) if required by the FCC and/or the FAA. Lessor shall provide Lessee with a copy of the FCC and FAA Tower registration.

13. Mutual Indemnification. Lessee shall indemnify and hold Lessor harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Lessee. Lessor shall indemnify and hold Lessee harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Lessor. Nothing in this Article shall require a party to indemnify the other party against such other party's own willful or negligent misconduct. "PROVIDED that Lessee specifically releases Lessor from any claim for loss, damage or injury suffered by Lessee or Lessee's agents or employees while occupying the Premises, excepting only claims arising from the willful or grossly negligent conduct of Lessor. Lessee shall further indemnify and hold Lessor harmless from and against any claim for loss, damage or injury suffered by any employee or agent of Lessee while occupying the rooftop space or exercising rights of access thereto pursuant to this agreement and solely to the extent of such claims Lessee waives its immunity under the industrial insurance laws (RCW Title 51)."

14. Insurance. Lessee shall continuously maintain in full force and effect and provide Lessor with a copy of a policy of commercial general liability insurance with limits of One Million Dollars (\$1,000,000) covering Lessee's work and operations upon the Premises. Lessor shall continuously maintain in full force and effect a policy of casualty insurance covering the full replacement value of Lessor's property demised herein to Lessee, and Lessor covenants to apply all proceeds from such policy to repair, restore, and replace said property if it is damaged or destroyed.

15. Interference. Lessor shall not use, nor shall Lessor permit its tenants or Lessees to use, any portion of the Premises or Building in any way that interferes with the operations of Lessee. Such interference shall be deemed a material breach by Lessor, and Lessor shall have the responsibility to promptly cause any such interference to be eliminated. If said interference cannot be eliminated within twenty-four (24) hours after receipt of notice that such interference is occurring, Lessor shall discontinue or cause to be discontinued the operation of any equipment causing the interference until the same can be corrected, except for such intermittent operation as may be necessary for the purposes of testing, after action has been taken for the purposes of correcting such interference. In the event any such interference does not cease promptly, Lessee shall have the right, in addition to any other right that it may have at law or in equity, to enjoin such interference or to terminate this Lease.

16. Monetary Default. Lessee shall be in default of this Lease if Lessee fails to make a payment of rent when due and such failure continues for fifteen (15) days after Lessor notifies Lessee in writing of such failure.

17. Opportunity to Cure Defaults. If Lessor or Lessee fails to comply with any non-monetary provision of this Lease that the other party claims to be a default hereof, the

party making such claim shall serve written notice of such default upon the defaulting party, whereupon a grace period of 30 days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional 30 days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.

18. Transferability of Lessee's Interest. Lessee shall be entitled to transfer Tenant's interest under this Lease, in whole but not in part, and to delegate all of Lessee's obligations hereunder, without the necessity of obtaining Lessor's consent, in connection with the transfer of Lessee's FCC radio station authorization, and to ensure that the named holder of Lessee's interest hereunder may read consistently with the named holder of such radio station authorization. Any other assignment of this Lease by Lessee shall require Lessor's prior written consent, which consent shall not unreasonably be withheld, and hence shall remain fully liable for performance hereunder as if such transfer had not occurred.

19. Subleasing. Lessee shall not sublet the Premises or any portion thereof.

20. Execution of Other Instruments. Lessee agrees to execute, acknowledge, and deliver to Lessee other instruments respecting the Premises, as Lessee may reasonably request from time to time: provided that any such instruments are merely in furtherance of, and do not substantially expand, Lessee's rights and privileges herein established. Lessor also agrees to reasonably cooperate with Lessee's efforts to obtain all private and public consents related to Lessee's use of the Premises, as long as Lessor is not expected to bear the financial burden of any such efforts.

21. Title, Access, and Authority. Lessor covenants and warrants to Lessee that Lessor presently owns the fee simple interest in and to the Property; that the premises are served by legal access from a public way; that Lessor is duly authorized and empowered to enter into this Lease; and that the person executing this Lease on behalf of the Lessor warrants himself to be duly authorized to bind the Lessor hereto.

24. Subordination. Lessee agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided such mortgages or trustee thereunder shall inure to Lessee the right to possession of the Premises and other rights granted to Lessee herein so long as Lessee is not in default beyond any applicable grace or cure period, such assurance to be in form reasonably satisfactory to Lessee. Further, Lessor agrees to use its best efforts to have any mortgagee or trustee which has a mortgage or trust deed currently placed on the Premises to execute a non-disturbance agreement in a form reasonably satisfactory to Lessee.

25. Notices. Any notice, demand or communication which Lessor or Lessee shall desire or be required to give pursuant to the provisions of this Lease shall be sent by registered or certified mail; and the giving of any such notices shall be deemed complete upon mailing in a United States Post Office with postage charges prepaid, addressed to the

party intended to be given such notice at its address as first above set forth in this Lease or to such other address as such party may heretofore have designated.

26. Contingencies. Lessee shall have the right to cancel this Lease upon written notice to Lessor, relieving both parties of all further obligations hereunder, if Lessee, acting reasonably and in good faith, shall be unable to obtain any or all licenses or permits required to construct its intended improvements upon the Premises and/or conduct Lessee's business at the Premises; if Lessee's technical reports fail to establish to Lessee's reasonable satisfaction that the Premises are capable of being suitably engineered to accomplish Lessee's intended use of the Premises; or if Lessee's title insurer determines that Lessor does not own good and clear marketable title to the land underlying the Premises, or if such title has encumbrances and restrictions which would interfere with Lessee's intended use of the Premises.

27. Lessee's Personal Property. Lessor hereby agrees that all personal property, equipment, apparatus, fittings, building, fixtures and trade fixtures installed or stored on the Premises by Lessee constitute personal property, not real property, and shall continue to be the personal and exclusive property of Lessee, including, without limitation, all telecommunication equipment, towers, switches, cables, wiring and associated equipment or personal property placed upon the Premises by the Lessee (collectively, "Lessee's Equipment"). Lessee's Equipment is and shall remain Lessee's personal property, free from any lien of Lessor, and that the same shall never be considered fixtures to the Building. Lessee shall at all times be authorized to remove Lessee's Equipment from the Premises, provided that such removal is accomplished without damage to the Building or interference with Lessor's business or that of Lessor's tenants.

28. Lessee's Self-Help. If Lessor at any time fails to perform any of its obligations under this Lease, Lessee shall have the right but not the obligation, upon giving the Lessor at least two (2) days prior written notice of its election to do so (except in the event of an emergency, when no prior notice shall be required) to perform such obligations on behalf of and for the account of Lessor, and to take all necessary action to perform such obligations. Lessee's costs and expenses incurred thereby and attributable solely to Lessor's failure shall promptly be paid for by Lessor with interest at the highest rate allowed by law.

29. Casualty. In the event that the Building is destroyed or substantially damaged by casualty, Lessor may, within sixty (60) days of the event of casualty, elect to either repair and restore the Premises or terminate this Lease without any liability to Lessee. If Lessor elects to repair and restore the Premises, Lessor shall promptly undertake all necessary work to accomplish the same, and upon completion thereof, Lessee shall reoccupy the Premises and continue to be bound by this Lease. Under no circumstances shall Lessee be liable to Lessor for any damage to, or costs of restoring, Lessee's equipment as a result of such event of casualty. Lessee's rent shall abate commensurately with the extent and duration of Lessee's loss of use, and Lessor shall notify Lessee in

writing within sixty (60) days following the occurrence of the damage whether Lessee elects to repair and restore the Building.

30. Environmental Warranty. Lessor hereby represents and warrants to Lessee that Lessor has never generated, stored, handled, or disposed of any hazardous waste or hazardous substance upon the Leasehold Parcel, and that Lessor has no knowledge of such uses historically having been made of the Leasehold Parcel or such substances historically having been introduced thereon.

31. Compliance with FCC Radio Frequency Emissions Requirements.

(a) It shall be the responsibility of Lessee to ensure that Lessee's use, installation, or modification of Lessee's Equipment at the Site does not cause radio frequency (RF) exposure levels of all the existing equipment located at the Site and in the surrounding vicinity (including the Communications Equipment, Lessor's equipment, and all other transmitting equipment in the vicinity) to exceed those levels permitted by the FCC. Lessor shall require other Lessees installing equipment after the installation of the Communications Equipment to bear the same responsibility.

(b) Lessee agrees that in the event that there is any change to applicable rules, regulations, and procedures governing exposure to RF radiation that place the Site in non-compliance, Lessee will cooperate with Lessor and other users of the Site to bring the Site into compliance, which cooperation shall include, but not be limited to, sharing pro rata the costs associated with bringing the Site into compliance.

32. Quiet Environment. Lessor covenants that Lessee shall have quiet and peaceable possession of the Premises throughout the duration of this Lease, and that Lessor will not intentionally disturb Lessee's occupancy thereof as long as Lessee is not in default hereunder.

33. Surrender. Upon the expiration of this Lease, Lessee shall remove all of Lessee's property from the Premises and surrender the Premises to Lessor in the same condition as existed prior to Lessee's possession thereof, or in as nearly the same condition as it is practicable to achieve, reasonable wear and tear excepted.

34. Attorney's fees and expenses. In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover the reasonable costs of its successful case, including reasonable attorney's fees and costs of appeal.

35. Remedies. The parties shall be entitled to the application of all appropriate remedies available to them under state and federal law in the enforcement of this Lease.

36. Entire Agreement. This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

37. Modifications. This Lease may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

38. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

END OF AGREEMENT
(SIGNATURE PAGE FOLLOWS NEXT)

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto bind themselves to this Facilities Space Lease as of day and year first above written.

LESSEE: McDANIEL CELLULAR
TELEPHONE COMPANY, a
Delaware corporation

By: _____
U.S. Cellular
Printed: _____

LESSOR:

**BOARD OF COMMISSIONERS
COWLITZ COUNTY, WASHINGTON**

Jeff M. Rasmussen, Chairman

George Raiter, Commissioner

J. Bill Lehning, Commissioner

ATTEST:

Vickie M. Musgrove,
Clerk of

Ron Marshall

STATE OF _____)

COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, known to me to be the same person whose name is subscribed to the foregoing Facilities Space Lease, appeared before me this day in person and acknowledged that, pursuant to (his) (her) authority, signed the said Lease as (his) (her) free and voluntary act, for the uses and purposes therein stated.

Given under my hand and seal this _____ day of _____, 2000.

Notary Public

My commission expires _____

STATE OF _____)

COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, _____, known to me to be the same person whose name is subscribed to the foregoing Facilities Space Lease, appeared before me this day in person and acknowledged that, pursuant to his

authority, he signed the said Lease as his free and voluntary act, on behalf of Tenant, for the uses and purposes therein stated.

Given under my hand and seal this _____ day of _____,
2000.

Notary Public

My commission expires _____

EXHIBIT B

SITE: _____ Site #: _____ FCC REGISTRATION # _____

LESSEE NAME: _____ TEL #: _____
CONTACT: _____

ANTENNA INFORMATION

FCC Call Letters: _____ Type of Modulation or other Emissions: _____

Type of antenna: _____ Make: _____

Model: _____ How many antennas _____ Weight: _____ lbs each

Height: _____

Usage: Transmit only _____ Receive only _____ Transmit & Receive _____

Effective Radiated Power _____ Watts/channel Operating Frequency: _____ to _____ MHz

Mounting Brackets, Mounting Height & Mounting Orientation: _____

Transmission line Mfg. & Type No: _____

Outside Diameter: _____ Length: _____

FCC Call Letters: _____ Type of Modulation or other Emissions: _____

Type of antenna: _____ Make: _____

Model: _____ How many antennas _____ Weight: _____ lbs each

Height: _____

Usage: Transmit only _____ Receive only _____ Transmit & Receive _____

Effective Radiated Power _____ Watts/channel Operating Frequency: _____ to _____ MHz

Mounting Brackets, Mounting Height & Mounting Orientation: _____

Transmission line Mfg. & Type No: _____

Outside Diameter: _____ Length: _____

I. Interference Suppression Equipment (specify in detail & attach specifications for any isolators, circulators, filters, intermodulation suppression panels, duplexers, etc.)

II. Other RF Equipment (specify and include AC Surge and Lightning Arrestor Power, Telephone & Transmission line devices)

III. Other Equipment (specify all other improvements, company property & personal property located at the site)

LESSEE'S Equipment:

Building or Cabinet: (circle one)

Size: _____

Type: _____

Location: _____

Transmitted Rated Power: _____

Amount of Land required for building or cabinet: _____

Is Emergency Power provided by LESSOR: _____ YES _____ NO