

FILED FOR RECORD AT REQUEST OF
AND WHEN RECORDED RETURN TO:

Verizon Wireless

Attn: Network Real Estate - M/S 231

15900 SE Eastgate Way

Bellevue, WA 98008



200807170055

Skagit County Auditor

7/17/2008 Page

1 of

10 11:04AM

Space above this line is for Recorder's use.

Memorandum of Land Lease Agreement

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

Grantee: Seattle SMSA Limited Partnership d/b/a Verizon Wireless

Legal Description: Skagit County, State of Washington
Official legal description as Exhibit A

Assessor's Tax Parcel ID#: P27835; P27836

Reference # (if applicable): N/A

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 17 2008

Amount Paid \$ 0
By MF Skagit Co. Treasurer Deputy

MEMORANDUM OF LAND LEASE AGREEMENT

This Memorandum of Land Lease Agreement is made this 22 day of April, 2008 between John G. Sargent and Marjorie J. Sargent, husband and wife, with a mailing address of 1612 Georgia, Anacortes, Washington 98221, hereinafter collectively referred to as "LESSOR", and Seattle SMSA Limited Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LESSOR and LESSEE entered into a Land Lease Agreement (the "Agreement") on April 22, 2008 for an initial term of five (5) years, commencing on the Commencement Date. The Land Lease Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. If at the end of the fourth (4th) five (5) year extension term the Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term.

2. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property"), located in Skagit County, State of Washington, and being described as a parcel containing 1,800 square feet, as shown on Exhibit "A" attached hereto and made a part hereof, together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twelve (12') foot wide right-of-way extending from the nearest public right-of-way, Mountain View Road, to the demised premises. The demised premises and right-of-way are hereinafter collectively referred to as the "Premises". The Premises are described in Exhibit A attached hereto and made a part hereof. In the event any public utility is unable to use the aforementioned right-of-way, LESSOR has agreed to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

3. The Commencement Date of the Agreement, of which this is a Memorandum, is the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date").

4. LESSEE has the right of first refusal to purchase the Premises during the initial term and all renewal terms of the Agreement.



5. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

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

By: John G. Sargent
Name: John G. Sargent
Date: 10/31/07

By: Marjorie J. Sargent
Name: Marjorie J. Sargent
Date: 10-31-07

**LESSEE: Seattle SMSA Limited Partnership
d/b/a Verizon Wireless
By Cellco Partnership, Its General Partner**

By: Keith A. Surratt
Name: Keith A. Surratt
Its: West Area Vice President - Network
Date: 4/22/08

LESSOR ACKNOWLEDGEMENT

STATE OF Washington)
COUNTY OF Skagit) ss.

On this 31st day of October, 2007, before me, a Notary Public in and for the State of Washington, personally appeared John G. Sargent, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be His free and voluntary act and deed for the uses and purposes mentioned in the instrument.

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

LESTER C COOLEY
Notary Public
State of Washington
My Commission Expires
June 24, 2010

Lester C Cooley
NOTARY PUBLIC in and for the State of WA,
residing at Snohomish
My appointment expires 6-24-2010
Print Name Lester C Cooley

STATE OF Washington)
COUNTY OF Skagit) ss.

On this 31st day of October, 2007, before me, a Notary Public in and for the State of Washington, personally appeared Marjorie J. Sargent, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be Her free and voluntary act and deed for the uses and purposes mentioned in the instrument.

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

LESTER C COOLEY
Notary Public
State of Washington
My Commission Expires
June 24, 2010

Lester C Cooley
NOTARY PUBLIC in and for the State of WA,
residing at Snohomish
My appointment expires 6-24-2010
Print Name Lester C Cooley

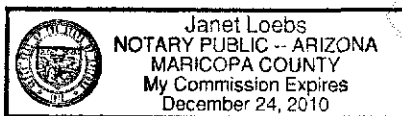


LESSEE ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

On this 22nd day of April, 2008, before me, the undersigned, a Notary Public in and for the State of Arizona, duly commissioned and sworn, personally appeared Keith A. Surratt to me known to be an authorized representative of Celco Partnership, General Partner of Seattle SMSA Limited Partnership d/b/a Verizon Wireless, the partnership that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Celco Partnership, General Partner of Seattle SMSA Limited Partnership d/b/a Verizon Wireless, for the uses and purposes therein mentioned, and on oath stated that He is authorized to execute the said instrument.

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



Janet Loebbs
Print or Type Name: JANET LOEBBS
Notary Public in and for the State of AZ,
residing at MARICOPA COUNTY
My appointment expires: 12/24/2010



200807170055
Skagit County Auditor

EXHIBIT A
1 of 2
LEGAL DESCRIPTION

See Attached.



DESCRIPTION:

PARCEL "A":

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

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

ALSO EXCEPTING HEREFROM the following described tract:

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

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

Situate in the County of Skagit, State of Washington.



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DESCRIPTION CONTINUED:

PARCEL "B":

The Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 25, Township 34 North, Range 4 East, W.M., lying Westerly of the H. C. Peters Road;

EXCEPT that portion thereof described as follows:

Beginning at a point on the Mountain View Road No. 307, 71.5 feet North and 1,580.5 feet West of the quarter section corner common to Sections 25 and 36;
thence North $74^{\circ}28'$ West 1,115.4 feet to a point on the Northerly right of way of said road;
thence by various courses along the said right of way line Southerly to a point on the South line of said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$;
thence Easterly along said South line and the Northerly right of way line of said Mountain View Road No. 307 to the point of beginning,

ALSO EXCEPT that portion thereof as conveyed to Skagit County by deed recorded May 26, 1947, under Auditor's File No. 404821 for the extension of the H.C. Peters Road No. 263 extension,

AND ALSO EXCEPT county roads.

Situate in the County of Skagit, State of Washington.



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Skagit County Auditor

WA1 Big Lake

EXHIBIT A

2 of 2

**DESCRIPTION OF THE PREMISES
AND INGRESS/EGRESS AND UTILITY EASEMENT**

See Attached.



Verizon Wireless
Lease Area-1800 sq ft

Not to Scale

Parcel # 27836

MOUNTAIN VIEW ROAD

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Skagit County Auditor

WAI Big Lake