

AFTER RECORDING RETURN TO:

UPF WASHINGTON INC
12410 E MIRABEAU PKWY #100
SPOKANE VALLEY WA 99216
REF # 369894



Skagit County Auditor \$82.00
5/14/2014 Page 1 of 11 8:39AM

Document Title: Memorandum of Second Amendment to Option and License Agreement for Telecommunications Site

Reference Number(s) of Related Documents: September 1, 2004 at #200409010027

Licensor(s): Carlson Family Investments , a Washington general partnership

Owner(s): TADA, LLC, a Delaware limited liability company

Licensee(s): Crown Castle GT Company LLC, a Delaware limited liability company

Legal Description: NE 1/4 of the NW 1/4 of Sec. 25, T 33 N, R 4 E, W. M.; ALSO Lot 4, Short Plat No. 38-87, recorded in Book 8 of Short Plats, pages 58 and 59, under Auditor's File No. 8808180023, records of Skagit County, WA, in Government Lots 2 and 3, and in the NW 1/4 of the NE 1/4 of Sec. 25, T 33 N, R 4 E, W. M.

Assessor's Tax Parcel ID Number: P17307, P121688

Site ID: McMurray (Pl#2) (BUN 817182)

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Sign below only if your document is Non-Standard.

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is \$150.

Signature of Requesting Party

**MEMORANDUM OF SECOND AMENDMENT TO
OPTION AND LICENSE AGREEMENT FOR TELECOMMUNICATIONS SITE**

This Memorandum of Second Amendment to Option and License Agreement for Telecommunications Site is made effective this 30 day of April, 2014 by and between CARLSON FAMILY INVESTMENTS, a Washington general partnership (hereinafter referred to as "Licensor"), and TADA, LLC, a Washington limited liability company (hereinafter referred to as "Owner"), and CROWN CASTLE GT COMPANY LLC, a Delaware limited liability company (hereinafter referred to as "Licensee").

1. Carlson Family Partnership ("Original Licensor") and GTE Wireless of the Pacific Incorporated ("Original Licensee") entered into an Option and License Agreement for Telecommunications Site dated on or about February 10, 2000 (the "Agreement") whereby Original Licensee leased certain real property, together with access and utility easements, located in Skagit County, Washington from Original Licensor (the "Licensed Premises"), all located within certain real property owned by Owner ("Owner's Property"). Owner's Property, of which the Licensed Premises is a part, is more particularly described on Exhibit B attached hereto. The Licensed Premises is more particularly described on Exhibit A attached hereto.

2. The Original Agreement was amended by that certain First Amendment to Option and License Agreement for Telecommunications Site dated May 24, 2004, a memorandum of which was recorded on September 1, 2004 at Instrument No. 200409010027 ("First Amendment") (hereinafter the Original Agreement and First Amendment are collectively referred to as the "Agreement"); and

3. Carlson Family Investments is currently the holder of the beneficial interests under the Agreement by virtue of an assignment from Owner, and Owner retains all other rights and interests in and to the Agreement (the "Carlson Assignment").

4. Crown Castle GT Company LLC is currently the Licensee under the Agreement as successor in interest to the Original Licensee.

Site Name: McMurray (PI#2)
Business Unit #: 817182



5. The Agreement had an initial term that commenced on October 1, 2000 and expired on September 30, 2005. The Agreement provides for five extensions of five years each, two of which were exercised by Licensee (each extension is referred to as an "Extended Term"). According to the Agreement, the final Extended Term expires September 30, 2030.

6. Licensors and Licensee have entered into a Second Amendment to Option and License Agreement for Telecommunications Site (the "Second Amendment"), of which this is a Memorandum, providing for four additional Extended Terms of five years each. Pursuant to the Second Amendment, the final Extended Term expires on September 30, 2050.

7. By the Second Amendment, Licensors and Owner granted to Licensee the right of first refusal to purchase all, or a portion, of the Owner's Property, under the following terms:

If Licensors or Owner, as the case may be, receives an offer from a bona fide third party, made in good faith, to purchase fee title, an easement, a lease, a license, or any other interest in the Licensed Premises, or Licensors' interest in the Agreement, or an option for any of the foregoing, Licensors shall provide written notice to Licensee of said offer, and Licensee shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Licensee's possessory or economic interest in the Licensed Premises. Licensors' notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Owner's Property is to be sold, leased or otherwise conveyed, a description of said portion. If the Licensors' notice shall provide for a due diligence period of less than thirty (30) days, then the due diligence period shall be extended to be thirty (30) days from exercise of the right of first refusal and closing shall occur no earlier than ten (10) days thereafter. If Licensee does not exercise its right of first refusal by written notice to Licensors given within thirty (30) days of Licensee's receipt of notice, Licensors may convey the property as described in the Licensors' notice. If Licensee declines to exercise its right of first refusal, then the Agreement shall continue in full force and effect and Licensee's rights thereunder shall remain in full force and effect.

8. If requested by Licensee, Licensors will execute, at Licensee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Licensed Premises, including documents necessary to



petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Licensee in Licensee's absolute discretion to utilize the Licensed Premises for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Licensor agrees to be named applicant if requested by Licensee. In furtherance of the foregoing, Licensor hereby appoints Licensee as Licensor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Licensor's behalf. Licensor shall be entitled to no further consideration with respect to any of the foregoing matters.

9. The terms, covenants and provisions of the Second Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Licensor and Licensee.

10. This Memorandum does not contain the social security number of any person.

11. A copy of the Second Amendment is on file with Licensor and Licensee.

[Execution Pages Follow]



IN WITNESS WHEREOF, hereunto and to duplicates hereof, Licensor and Licensee have caused this Memorandum to be duly executed on the day and year first written above.

LICENSOR:
CARLSON FAMILY INVESTMENTS , a
Washington general partnership

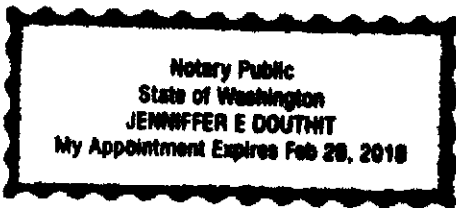
By: Alfred N Carlson
Print Name: Alfred N Carlson
Title: managing Partner

STATE OF WA
COUNTY OF Skagit

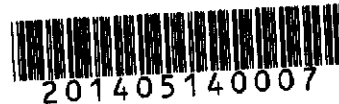
I certify that I know or have satisfactory evidence that Alfred N. Carlson is the person who appeared before me, and said person acknowledged that said person signed this Memorandum of Second Amendment to Option and License Agreement for Telecommunications Site, on oath stated that said person was authorized to execute the instrument and acknowledged it as the managing member of CARLSON FAMILY INVESTMENTS, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 4-28-14

Notary Seal



Jennifer E Douthett
(Signature of Notary)
Jennifer E Douthett
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of WA
My appointment expires: 2-28-18



UNOFFICIAL DOCUMENT

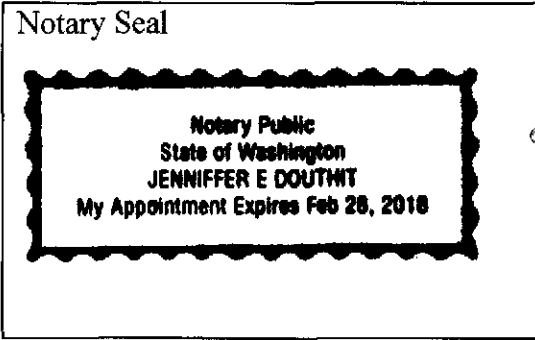
OWNER:
TADA, LLC, a Washington limited liability company

By: Alfred N Carlson
Print Name: Alfred N Carlson
Title: managing Partner

STATE OF WA)
)SS.
COUNTY OF Skagit)

I certify that I know or have satisfactory evidence that Alfred N. Carlson is the person who appeared before me, and said person acknowledged that said person signed this Memorandum of Second Amendment to Option and License Agreement for Telecommunications Site, on oath stated that said person was authorized to execute the instrument and acknowledged it as the managing member of TADA LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 4-28-11



Jennifer E Douthett
(Signature of Notary)
JENNIFER E DOUTHETT
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of WA
My appointment expires: 2/26/18



EXHIBIT A
(Legal Description of Licensed Premises)

Description of Licensed Premises:

A parcel of land located in the Northeast Quarter of Section 25, Township 33 North, Range 4 East, Willamette Meridian, Skagit County, Washington, more particularly described as follows:

Commencing at the Northwest Corner of Government Lot 3, Section 25, Township 33 North, Range 4 East, from which the Center of Section 25, Township 33 North, Range 4 East bears South 02°05'25" West a distance of 1304.46 feet as shown on LAKESIDE ESTATES Plat, Instrument Number 9105080059, Records of Skagit County, Washington;

Thence North 71°00'34" East, a distance of 469.90 feet to the **Point of Beginning**;

Thence North 03°16'04" West, a distance of 46.83 feet;

Thence North 85°11'19" East, a distance of 30.60 feet;

Thence South 03°15'31" East, a distance of 51.26 feet;

Thence North 86°32'32" West, a distance of 30.79 feet to the **Point of Beginning**;

Containing 1,500 square feet or 0.03 acres, more or less.

Description of Access and Utility Easement.

A strip of land 20 feet wide, across a parcel of land located in the Northeast Quarter of Section 25, Township 33 North, Range 4 East, Willamette Meridian, Skagit County, Washington, being 10 feet wide on each side of the following described centerline, more particularly described as follows:

Commencing at the Northwest Corner of Government Lot 3, Section 25, Township 33 North, Range 4 East, from which the Center of Section 25, Township 33 North, Range 4 East bears South 02°05'25" West a distance of 1304.46 feet as shown on LAKESIDE ESTATES Plat, Instrument Number 9105080059, Records of Skagit County, Washington;

Thence North 71°00'34" East, a distance of 469.90 feet;

Thence South 86°32'32" East, a distance of 16.60 feet to the **Point of Beginning**;

Thence South 31°28'19" East, a distance of 170.58 feet;

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Business Unit #: 817182



Thence South 44°34'48" East, a distance of 35.98 feet;

Thence South 36°47'12" East, a distance of 60.05 feet;

Thence South 42°04'05" East, a distance of 105.00 feet to the beginning of a curve to the left having a chord bearing of South 54°38'51" East, a chord distance of 80.69 feet;

Thence continuing along said curve to the left with a radius of 235.94 feet, through a central angle of 19°41'31", an arc distance of 81.09 feet;

Thence South 61°25'21" East, a distance of 121.50 feet to the beginning of a curve to the right having a chord bearing of South 39°32'41" East, a chord distance of 92.26 feet;

Thence continuing along said curve to the right with a radius of 161.37 feet, through a central angle of 33°13'19", an arc distance of 93.57 feet;

Thence South 20°31'12" East, a distance of 68.65 feet;

Thence South 27°33'18" East, a distance of 63.43 feet to the **Point of Terminus** and the north line of parcel P96073.

Containing 15,910 square feet or 0.37 acres, more or less.



EXHIBIT B
(Legal Description of Owner's Property)

NEW PARCEL "A" as described in Quit Claim Deed to Carlson Family Investments, a Washington General Partnership, dated May 14, 2004, and recorded under Auditor's File Number 200405200072, records of Skagit County, Washington, and being more particularly described as follows:

The Northeast 1/4 of the Northwest 1/4 of Section 25, Township 33 North, Range 4 East, W. M., EXCEPT that portion conveyed to Jack Robertson, et ux., by deed recorded as Auditor's File No. 428901, and described as follows:

Beginning at the Northwest corner of the East 1/2 of the Southeast 1/2 of the Northwest 1/4 of said Section;
thence East 26 feet to the center of the present logging road;
thence approximately North 46 degrees West 934 feet, more or less, along the centerline of said logging road to intersect the West line of the said Northeast 1/4 of the Northwest 1/4;
thence South 641 feet to the Southwest corner of said Northeast 1/4 of the Northwest 1/4;
thence East 660 feet to the point of beginning.

ALSO Lot 4, Short Plat No. 38-87, as approved on August 16, 1988, and recorded in Book 8 of Short Plats, pages 58 and 59, under Auditor's File No. 8808180023, records of Skagit County, Washington, being in Government Lots 2 and 3, and in the Northwest 1/4 of the Northeast 1/4 of Section 25, Township 33 North, Range 4 East, W. M.,

EXCEPT that portion of said Lot 4, Short Plat No. 38-87 lying southerly of State Route 9 and Easterly of the following described line:

Commencing at the intersection of the South line of the Northwest 1/4 of the Northeast 1/4 of Section 25, Township 33 North, Range 4 East, W.M. and the Easterly line of said State Route 9 as shown on said Short Plat No. 38-87;
thence South 87°28'58" East a distance of 24.69 feet along said South Line to the Southeast corner of said subdivision;
thence North 02°03'23" East a distance of 241.72 feet along the East line of said subdivision to the Southerly margin of said State Route 9, said point being on a curve the center of which is South 38°28'00" East 163.14 feet from said point;
thence along the arc of said curve to the right with a radius of 163.14 feet, a delta angle of 40°01'01", and an arc length of 113.94 feet to a point of tangency in said southerly margin;
thence South 88°26'59" East a distance of 61.09 feet along said southerly margin of State Route 9 to the TRUE POINT OF BEGINNING of said line;
thence South 01°33'01" West a distance of 137.86 feet;
thence North 84°24'20" East a distance of 137.16 feet;
thence South 82°01'51" East a distance of 143.14 feet;



thence South 62°44'38" East a distance of 80.77 feet to a point on a curve the center of which is North 88°31'31" West 200.00 feet from said point;
thence along the arc of said curve to the right with a radius of 200.00 feet, a delta angle of 51°25'20", and an arc length of 179.50 feet to a point of tangency;
thence South 52°53'49" West a distance of 130.76 feet to a point of curvature;
thence along the arc of said curve to the left with a radius of 250.00 feet, a delta angle of 16°38'00", and an arc length of 72.58 feet to a point of tangency;
thence South 36°15'49" West a distance of 85.44 feet to a point of curvature;
thence along the arc of said curve to the right with a radius of 25.00 feet, a delta angle of 64°37'23", and an arc length of 28.20 feet to a point of reverse curvature;
thence along the arc of said curve to the left with a radius of 45.00 feet, a delta angle of 137°21'26", and an arc length of 107.88 feet;
thence South 46°40'03" West a distance of 63.48 feet to an intersection with the Easterly margin of said State Route 9 and the terminus of said line.

ALSO EXCEPT that portion of said NEW PARCEL "A" lying southerly and easterly of State Route 9,

ALSO EXCEPT the North 100 feet of the South 550 feet of the East 300 feet of the Northwest 1/4 of the Northeast 1/4 of Section 25, Township 33 North, Range 4 East, W.M.,

ALSO EXCEPT that portion of the Northwest 1/4 of the Northeast 1/4 of Section 25, Township 33 North, Range 4 East, W.M., described as follows:

Beginning at the Northeast corner of said Northwest 1/4 of the Northeast 1/4;
thence South 02°03'23" East 616.85 feet along the East line of said subdivision;
thence North 05°35'47" West 623.23 feet to the North line of said subdivision at a point that is 83.00 feet from the point of beginning;
thence South 87°22'26" East 83.00 feet along said North line to the point of beginning.

ALSO EXCEPT that portion of Government Lot 2, Section 25, Township 33 North, Range 4 East, W.M., lying northerly of State Route 9, and being within said NEW PARCEL "A" and being a portion of said Lot 4, Short Plat No. 38-87,

ALSO EXCEPT County Road, and

ALSO EXCEPT any portion conveyed to the State of Washington for highway purposes.

Situate in the County of Skagit, State of Washington.

