

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Ryan Oatis, Esq.
ATC Site No: 410863
ATC Site Name: WA1 BIG LAKE WA
Assessor's Parcel No(s): P27835

Prior Recorded Lease Reference:

Document No: 200807170055
State of Washington
County of Skagit

SW 1/4 of SW1/4 of Sec 25 Twp 34 N R 4 E
NW1/4 of NW1/4 of Sec 36 Twp 34 N R 4 E

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **Marjorie J. Sargent, Trustee of the John G. Sargent Decedent's Trust B, u/t/d 6/16/1992** ("**Landlord**") and **Seattle SMSA Limited Partnership d/b/a Verizon Wireless** ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated April 22, 2008 (the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be September 30, 2063. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

ATC Site No: 410863
VZW Site No: 113085
Site Name: WA1 BIG LAKE WA

4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Right of First Refusal.** There is a right of first refusal in the Lease.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: John G. Sargent Decedent's Trust B, 1300 O Ave #345, Anacortes, WA 98221-2158; with copy to: Colleen Sargent, 1600 Georgia Pl, Anacortes, WA 98221; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
10. **Trustee Authority.** The undersigned trustee(s) of the John G. Sargent Decedent's Trust B, u/t/d 6/16/1992 (the "**Trust**") hereby certify(ies) as follows:
- I/We am/are the current trustee(s) of the Trust;
 - The trustee(s) of the Trust has the authority to act with respect to the real estate owned by the Trust, and has the full and absolute power under said Trust to execute this Memorandum and no third party shall be bound to inquire whether the trustee has said power or is properly exercising said power by doing the same;
 - There are no facts which constitute conditions precedent to acts by the trustees or which are in any other manner germane to the affairs of the Trust; and
 - As of the date of this Memorandum, the Trust has not been amended, revoked or terminated and is in full force and effect.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

ATC Site No: 410863
VZW Site No: 113085
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IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

John G. Sargent Decedent's Trust B, u/t/d
6/16/1992

Signature: Marjorie J. Sargent
Print Name: Marjorie J. Sargent
Title: Trustee
Date: 07-11-2019

Signature: Colleen K Sargent
Print Name: Colleen K Sargent
Signature: Troy W. Kohn
Print Name: TROY W. KOHN

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Washington
County of Skagit

On this 11 day of July, 2019, before me, the undersigned Notary Public, personally appeared Marjorie J. Sargent, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kristen E. Murphy
Notary Public
Print Name: Kristen E. Murphy
My commission expires: 11-09-2021

[SEAL]



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

ATC Site No: 410863
VZW Site No: 113085
Site Name: WA1 BIG LAKE WA

TENANT

Seattle SMSA Limited Partnership d/b/a Verizon
Wireless

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: [Signature]
Print Name: Shawn Lanier
Title: Vice President - Legal
Date: 9-13-2019

WITNESS

Signature: [Signature]
Print Name: Nicole C. Montgomery
Signature: [Signature]
Print Name: Nicole C. Montgomery

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 13th day of September, 2019, before me, the undersigned Notary Public, personally appeared Shawn Lanier, Vice President, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Nicole C. Montgomery
Notary Public
Print Name: Nicole C. Montgomery
My commission expires: 4/13/23



NICOLE C. MONTGOMERY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 13, 2023

[SEAL]

ATC Site No: 410863
VZW Site No: 113085
Site Name: WA1 BIG LAKE WA

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Being situated in the County of Skagit, State of Washington, all as more particularly described as follows:

Parcel 1:

The S.W. 1/4 of the S.W. 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 1580.5 feet West of the quarter section corner common to Sections 25 and 36; thence North 74°28' West 1115.4 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 S.W. 1/4 of the S.W. 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, AND 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.

Skagit County APN: P27835, also known as 340425-3-005-0006

[LEGAL DESCRIPTION CONTINUED ON FOLLOWING PAGE]

ATC Site No: 410863
VZW Site No: 113085
Site Name: WA1 BIG LAKE WA

EXHIBIT A (Continued)**Parcel 2:**

A tract of land lying in the Southwest 1/4 of the Southwest 1/4 of Section 25, Township 34 North, Range 4 East, W.M., and the Northwest 1/4 of the Northwest 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 1500.5 feet West of the 1/4 section corner between Sections 25 & 36; thence North 74-26 West 1115.4 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 Section 25 & 35, 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 1580.5 feet West of the South 1/4 corner of Section 25, Township 34 North, Range 4 East, W.M.; said point being the P.C. of a 49 degree 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 70-40 West 79 feet to the P.C. of a 20 degree 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 56-20 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 0-16-28 West 88.6 feet along the West line of said Section 36 to a point on the centerline of said county road; thence North 56-20 East 33.2 feet to the P.C. of a 12 degree 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 43-45 East 85.6 feet to the P.C. of a 10 degree 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 15-33 East 108.4 feet to the P.C. of a 30 degree 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 49-36 West 215.5 feet to the P.C. of a 30 degree 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.

Skagit County APN: P27836, also known as 340425-3-006-0005.

ATC Site No: 410863

VZW Site No: 113085

Site Name: WA1 BIG LAKE WA

EXHIBIT A (Continued)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The Square footage of the Leased Premises shall be the greater of: (i) 1,800 square feet; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A 0.04 ACRE AREA BEING A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN INSTRUMENT NO. 2017 313 47, IN THE AUDITOR'S OFFICE OF SKAGIT COUNTY, LYING IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 34 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, SKAGIT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED DR 9622 LYING ON THE NORTHERLY RIGHT-OF-WAY OF MOUNTAIN VIEW RD, SAID REBAR BEING LOCATED N 79°25'15" W 2631.91 FEET FROM A FOUND 3" BRASS DISC MARKING THE SOUTH QUARTER CORNER OF SECTION 25, TOWNSHIP 34 NORTH, RANGE 4 EAST; THENCE, N 21°05'00" E 39.52 FEET; THENCE, N 34°03'46" E 39.08 FEET; THENCE, N 57°39'36" E 78.75 FEET; THENCE, N 66°07'27" E 77.33 FEET; THENCE, N 46°31'23" W 25.49 FEET TO THE POINT OF BEGINNING; THENCE, N 43°05'05" E 20.08 FEET; THENCE, S 45°27'39" E 12.84 FEET; THENCE, N 41°20'39" E 32.28 FEET; THENCE, S 46°35'21" E 32.31 FEET; THENCE, S 42°05'22" W 52.15 FEET; THENCE, N 46°31'23" W 45.07 FEET TO THE POINT OF BEGINNING, CONTAINING 1,928 SQ.FT. OR 0.04 ACRES MORE OR LESS.

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

AN EASEMENT AREA BEING A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN INSTRUMENT NO. 2017 313 47, IN THE AUDITOR'S OFFICE OF SKAGIT COUNTY, LYING IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 34 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, SKAGIT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED DR 9622 LYING ON THE NORTHERLY RIGHT-OF-WAY OF MOUNTAIN VIEW RD, SAID REBAR BEING LOCATED N 79°25'15" W 2631.91 FEET FROM A FOUND 3" BRASS DISC MARKING THE SOUTH QUARTER CORNER OF SECTION 25, TOWNSHIP 34 NORTH, RANGE 4 EAST; THENCE, ALONG A 20 FOOT WIDE ACCESS AND UTILITY EASEMENT LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, N 21°05'00" E 39.52 FEET; THENCE, N 34°03'46" E 39.08 FEET; THENCE, N 57°39'36" E 78.75 FEET; THENCE, N 66°07'27" E 77.33 FEET TO THE POINT OF TERMINATION, CONTAINING 4,686 SQ.FT. OR 0.11 ACRES MORE OR LESS.

This instrument is being filed as an accommodation only. It has not been examined as to its execution, insurability, or affect on title.

ATC Site No: 410863
VZW Site No: 113085