

**Record and Return to:**  
Joseph Mangus  
TitleVest Agency, LLC  
110 E. 42<sup>nd</sup> Street, 10<sup>th</sup> Floor  
New York, NY 10017  
TitleVest Title No.: TWA802802  
**PHONE # 212-757-5800**

**Prepared by:**  
James Nothdurft  
TPA V, LLC (PHONE # 678-775-0360)  
1170 Peachtree Street, Suite 1650  
Atlanta, GA 30309

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
Affidavit No. 20235391  
**Feb 03 2023**  
Amount Paid \$7013.40  
Skagit County Treasurer  
By Lena Thompson Deputy

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

Tax Account No.: P105694/360426-1-001-0200

**EASEMENT AGREEMENT**

Legal: portion of the North 1/2 of the Northeast 1/4 of Section 26, Township 36 North, Range 4 East

This telecommunication easement and lease assignment agreement ("**Agreement**") is made and shall be effective on the 1 day of July, 2021 ("**Effective Date**"), by and between JAMES R. ENSLEY AND LORRAINE A. ENSLEY, husband and wife ("**Grantor**") and TPA V, LLC, a Delaware limited liability company ("**Grantee**").

- Grantor's Property and the Telecom Tenant Lease.** Grantor represents and warrants that it holds fee simple title to certain real property located at 4235 Meins Road, Sedro Woolley, Washington 98284, as more fully described in the legal description attached hereto as Exhibit A (the "**Parent Property**"). Grantor and Seattle SMSA Limited Partnership d/b/a Verizon Wireless (the "**Telecom Tenant**") are parties to that certain lease agreement, including all amendments and modifications thereto, cited in Exhibit B and incorporated by reference herein (the "**Telecom Tenant Lease**").
- Grant of Easement.** For the sum of TEN AND NO/100 DOLLARS and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge as paid on or about the Effective Date along with the purchase price pursuant to the settlement statement executed contemporaneously with this Agreement ("**Purchase Price**"), Grantor grants and conveys unto Grantee, its successors and assigns, an exclusive easement (subject to the Telecom Tenant Lease) for the Permitted Use defined herein, together with a non-exclusive access easement for ingress and egress to and from the exclusive easement, seven days per week, twenty-four hours per day and a non-exclusive utility easement to install, replace and maintain utilities servicing the exclusive easement, including, but not limited to the installation of power and telephone service cable, wires, switches, boxes and the like as may be required by the Permitted Use (collectively "**Easement**" as further described in Exhibit C). Grantor shall permit Grantee, Easement Tenant(s), and any of their affiliates, customers, tenants, subtenants, lessees, sublessees, licensees, successors and/or assigns together with any of the employees, contractors, consultants, and or agents of the foregoing to use the Easement for the installation, construction, operation, maintenance, repair, modification, relocation, replacement and

removal of improvements and equipment ("Equipment") for the facilitation of telecommunications and other related uses, including, but not limited to, any uses permitted by the Telecom Tenant Lease ("Permitted Use"). Grantor represents that there is no pending or threatened action that would adversely affect Grantor's ability to enter into this Agreement or grant the Easement and that entering into this Agreement will not violate or conflict with any provision of Grantor's organizational documents (if Grantor is an organization) or conflict with the provisions of any agreement to which Grantor is a party. Grantor further represents and warrants that Grantee shall have peaceful and quiet possession and enjoyment of the Easement during the term of this Agreement without any disturbance of Grantee's possession or Permitted Use hereunder.

3. **Term.** Commencing on the Effective Date, the term of this Agreement and the Easement shall be for a term of ninety-nine (99) years (the "Term") and this Agreement and the Easement shall terminate on July 1, 2120. Upon notice to Grantor as provided herein, Grantee may surrender the Easement to Grantor and execute such documents reasonably required to terminate the Agreement and the Easement. Grantor may not unilaterally terminate the Agreement or Easement, but if the Easement is not used for the Permitted Use for a period of five (5) years the Easement shall be deemed abandoned and shall terminate upon Grantor's notice of such default to Grantee as provided herein. Sections 11 and 12 shall survive expiration or termination of this Agreement and shall remain in effect in perpetuity, subject to applicable law.
4. **Assignment of Lease, Renewal and Right of Replacement.** Grantor hereby assigns to Grantee all of Grantor's right, title and interest in the Telecom Tenant Lease for the Term, including the right to renew the Telecom Tenant Lease throughout the Term hereof. Except as provided herein, Grantee agrees to assume all of Grantor's rights and obligations under the Telecom Tenant Lease. If Telecom Tenant is obligated under the Telecom Tenant Lease to pay to Grantor any fees (other than base rent and any escalations thereto) for the purpose of utility service or access or tax reimbursement, Grantor shall continue to be entitled to such fees, although Grantee may collect and distribute same to Grantor. Grantor shall continue to perform all obligations of the lessor under the Telecom Tenant Lease which relate to the use, ownership, and maintenance of the Parent Property so that Grantee may fulfill all the obligations under the Telecom Tenant Lease without breaching any provision therein, including, but not limited to, Grantor maintaining the Parent Property in a commercially reasonable condition to allow the Permitted Use of the Easement. Grantor represents and warrants that it has delivered to Grantee true and correct copies of the Telecom Tenant Lease and that Grantor owns 100% of the lessor/landlord's interest in the Telecom Tenant Lease, including the right to collect all rent thereunder. To the best of Grantor's knowledge, no party to the Telecom Tenant Lease has breached or is in default of their respective obligations under the Telecom Tenant Lease and no party has requested or discussed a modification or termination of the Telecom Tenant Lease. If during the Term the Telecom Tenant terminates the Telecom Tenant Lease or otherwise vacates the Parent Property, Grantee may lease all or a portion of the Easement to a replacement telecommunications tenant ("Replacement Telecom Tenant") on terms consistent with the Telecom Tenant Lease and such Replacement Telecom Tenant shall occupy the Easement rather than locating on other portions of the Parent Property ("Replacement Telecom Tenant Lease").
5. [Reserved.]
6. **Grantor Cooperation and Non-interference.** Grantor hereby agrees to cooperate with Grantee and/or Telecom Tenant and/or Replacement Telecom Tenant (collectively, "Easement Tenants") in obtaining all licenses, permits or authorizations from all applicable governmental and/or regulatory entities and in acquiring any necessary upgrades to or relocation of utility service to support the Permitted Use. In furtherance of the foregoing, Grantor hereby appoints Grantee as Grantor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Grantor's behalf in connection with the Permitted Use. Grantor's cooperation shall be at no cost to Grantor and without requiring payment

of additional rent or fees by Grantee or Easement Tenants. Grantor shall not interfere with any construction in the Easement so long as such construction is to support the Permitted Use and is proceeding pursuant to a building permit or other required municipal or governmental approvals. Grantor shall not, nor shall Grantor permit its lessees, licensees, employees, invitees or agents to, use any portion of the Parent Property or the Easement in a way which materially interferes with the operations of the Easement Tenants who shall have peaceful and quiet possession and enjoyment of the Easement. Grantor may not directly or indirectly induce, invite, or conspire to induce or invite any Easement Tenants to use or lease space in direct competition with Grantee's Easement.

7. **Assignment.** Grantee may pledge, assign, mortgage, grant a security interest, or otherwise encumber its interest created by this Agreement. Grantee may freely assign this Agreement in part or in its entirety, and any or all of its rights hereunder, including the right to receive rent payments. Upon the absolute assumption of such assignee of all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all obligations and liabilities hereunder.
8. **Taxes and Other Obligations.** All taxes and other obligations that are or could become liens against the Parent Property or any subdivision of the Parent Property containing the Easement, whether existing as of the Effective Date or hereafter created or imposed, shall be paid by Grantor prior to delinquency or default. Grantor shall be solely responsible for payment of all taxes and assessments now or hereafter levied, assessed or imposed upon the Parent Property, or imposed in connection with the execution, delivery, performance or recordation hereof, including without limitation any sales, income, documentary or other transfer taxes. If Grantor fails to pay when due any taxes or other obligations affecting the Parent Property, Grantee shall have the right but not the obligation to pay such and demand payment therefor from Grantor, which payment Grantor shall make within ten (10) days of such demand by Grantee.
9. **Insurance.** During the Term of this Agreement, Easement Tenants shall maintain general liability insurance as required under their respective lease. Grantor shall maintain any insurance policies in place on the Parent Property or as required under the Telecom Tenant Lease.
10. **Subordination and Non-Disturbance.** Grantee agrees to subordinate this Agreement to any existing or future mortgage or deed of trust on the Parent Property ("Security Instrument"), provided the beneficiary or secured party ("Secured Party") under the Security Instrument agrees for itself and its successors in interest and assigns that Grantee's rights under this Agreement and rights to the Easement shall remain in full force and effect and shall not be affected or disturbed by the Secured Party in the exercise of Secured Party's rights under the Security Instrument during the term of the Agreement, including Grantee's right to collect and retain, in accordance with the terms of this Agreement, all rents, fees and other payments due from Easement Tenants. Such non-disturbance agreement must apply whether Secured Party exercises its rights under the Security Instrument, including foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, and any other transfer, sale or conveyance of Grantor's interest in the Parent Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.
11. **Mutual General Indemnification.** Grantor and Grantee shall each indemnify and hold harmless the other against any and all claims, damages, costs and expenses (including reasonable attorney's fees and disbursements) caused by or arising out of the indemnifying party's breach of this Agreement or the negligent acts or omissions or willful misconduct on the Parent Property by the indemnifying party or the employees, agents, or contractors of the indemnifying party.
12. **Environmental Representations and Indemnification.**

- a. Grantor represents and warrants that, to the best of Grantor's knowledge, no pollutants or other toxic or hazardous substances, as defined under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., or any other federal or state law, including any solid, liquid, gaseous, or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed) (collectively, "Hazardous Substances") have been, or shall be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape or migrate (collectively referred to as the "Release") on or from the Parent Property. Neither Grantor nor Grantee shall introduce or use any Hazardous Substances on the Parent Property or the Easement in violation of any applicable federal, state or local environmental laws.
- b. Grantor and Grantee each agree to defend, indemnify, and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, cleanup, remedial, removal or restoration work required by any governmental authority, losses, judgments and reasonable attorneys' fees that the indemnified party may suffer or incur due to the existence or discovery of any Hazardous Substances on the Parent Property caused by the other party. Grantee shall not be responsible for and shall not defend, indemnify or hold harmless Grantor for any Release of Hazardous Substances on or before the Effective Date.

### 13. Dispute Resolution and Notice.

- a. Jurisdiction and venue under this Agreement shall be in the state and county the Parent Property is located. The parties may enforce this Agreement and their rights under applicable law, and may seek specific performance, injunction, appointment of a receiver and any other equitable rights and remedies available under applicable law. Money damages may not be an adequate remedy for the harm caused to Grantee by a breach or default by Grantor hereunder, and Grantor waives the posting of a bond. Damages as against Grantee shall be limited to the amount of consideration received by Grantor under this Agreement, following any insurance settlement which may have effect. The prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs. Neither party shall be liable to the other for consequential, indirect, speculative or punitive damages.
- b. The non-defaulting party shall provide written notice of a default under this Agreement or under an Easement Tenants' lease, not more than thirty (30) days from discovery of the default. Grantor shall have thirty (30) days to cure the default. Grantee shall have thirty (30) days to commence cure of the default.

All communications shall be delivered by certified mail, return receipt requested or a nationally recognized overnight courier to the address beneath each party's signature block or such other address as advised to the other party pursuant to this paragraph. Notice shall be deemed given upon receipt if by certified mail, return receipt requested or one (1) business day following the date of sending, if sent by nationally recognized overnight courier service or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery.

### 14. Miscellaneous.

- a. The terms and conditions of the existing Telecom Tenant Lease shall govern over any conflicting term of this Agreement. Notwithstanding anything to the contrary contained in this

Agreement, Grantor and Grantee acknowledge that this Agreement is subject and subordinate to the Telecom Tenant Lease.

- b. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties to this Agreement. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement shall run with the Parent Property upon which the Easement is located and be binding upon all future owners and lessees of the Parent Property and all persons claiming under them for the Term of this Agreement.
- c. **Casualty and Condemnation.** In the event of any casualty or condemnation of the Easement in whole or in part, Grantee shall be entitled to receive any insurance proceeds or condemnation award attributable to the value of the Easement.
- d. **Bankruptcy.** Grantee does not consent to rejection in bankruptcy, and Grantor shall provide notice and a copy of any bankruptcy or related filing to Grantee and Grantee's Lender.
- e. **Severability.** If any provision contained in this Agreement (or any portion of such provision) shall be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement (or any portion of any such provision.)
- f. **Counterparts.** This Agreement may be executed in separate counterparts with each counterpart deemed an original and all of which together shall constitute a single agreement.
- g. **Entire Agreement.** This Agreement and any documents, certificates, instruments and agreements referred to herein constitute the entire agreement between Grantor and Grantee. Without limiting the generality of the foregoing, Grantor acknowledges that it has not received or relied upon any advice of Grantee or its representatives regarding the merits or tax consequences of this Agreement.

*[Signature pages and exhibits follow.]*

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above.

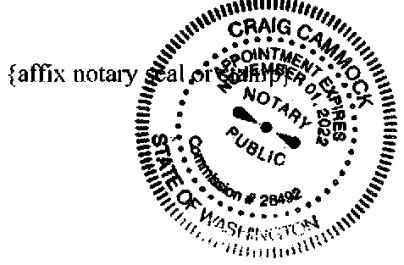
GRANTOR: JAMES R. ENSLEY

James R. Ensley  
James R. Ensley

Grantor Notice Address:  
James R. Ensley  
4235 Meins Road  
Sedro Woolley, Washington 98284

STATE OF Washington  
COUNTY Skogit } ss.

On this 29 day of June, 2021, before me, the undersigned notary public, personally appeared James R. Ensley, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.



Craig Cammock  
Notary Public **CRAIG CAMMOCK**  
My Commission Expires: 11-1-2022

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above.

GRANTOR: LORRAINE A. ENSLEY

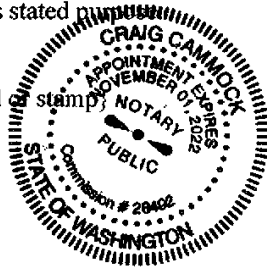
Lorraine A. Ensley  
Lorraine A. Ensley

Grantor Notice Address:  
Lorraine A. Ensley  
4235 Meins Road  
Sedro Woolley, Washington 98284

STATE OF Washington  
COUNTY Skagit } ss.

On this 29<sup>th</sup> day of June, 2021, before me, the undersigned notary public, personally appeared Lorraine A. Ensley, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

{affix notary seal stamp}



Craig Cammock  
Notary Public **CRAIG CAMMOCK**  
My Commission Expires: 11-01-2022

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above.

GRANTEE: TPA V, LLC

  
\_\_\_\_\_  
Jesse M. Wellner, Chief Executive Officer

Grantee Notice Address:  
TPA V, LLC  
1170 Peachtree Street, Suite 1650  
Atlanta, GA 30309  
Attn: Chief Executive Officer

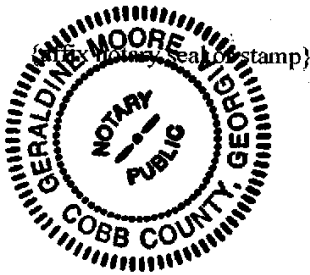
*With a copy to:*  
TPA V, LLC  
1170 Peachtree Street, Suite 1650  
Atlanta, GA 30309  
Attn: General Counsel

STATE OF GEORGIA

COUNTY OF FULTON

} ss.

On this 28<sup>th</sup> day of June, 2021, before me, the undersigned notary public, personally appeared Jesse M. Wellner, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ \_\_\_\_\_ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Chief Executive Officer of TPA V, LLC.



  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 4.4.25



EXHIBIT ALEGAL DESCRIPTION OF THE PARENT PROPERTY

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

That portion of the North 1/2 of the Northeast 1/4 of Section 26, Township 36 North, Range 4 East, W.M. described as follows:

Commencing at the Southwest corner of said North 1/2 of the Northeast 1/4 of Section 26; thence North 89° 25' 40" East 586.37 feet along the South line of said subdivision to the Northeast corner of Tract "A" as shown on that certain survey recorded in Volume 1 of Surveys, Page 122, Records of Skagit County, Washington; thence continue North 89° 25' 40" East 15.37 feet along said South subdivision line to the Easterly margin of that certain 30.00 foot wide easement for road and utilities as shown on the face of said Record of Survey and being the TRUE POINT OF BEGINNING; thence continue North 89° 25' 40" East 1966.24 feet along the South line of said subdivision to the Southeast corner thereof; thence North 1° 06' 20" West 1314.08 feet along the East line of said subdivision to the Northeast corner thereof; thence South 89° 01' 01" West 1110.35 feet along the North line of said subdivision; thence South 11° 29' 44" East 1014.44 feet; thence South 89° 25' 40" West 554.53 feet parallel with the South line of said subdivision; thence South 37° 24' 25" West 177.61 feet to the North line of the South 170.00 feet of said North 1/2 of the Northeast 1/4 of Section 26; thence South 89° 25' 40" West 350.00 feet along said North line of the South 170.00 feet to the Easterly margin of that certain 30.00 foot wide right of way easement to Jesse Galbreath et al, recorded under Skagit County Auditor's File No. 759060; thence along said Easterly right of way margin South 16° 35' 44" West 118.03 feet to a point bearing North 13° 07' 03" West from the TRUE POINT OF BEGINNING; thence South 13° 07' 03" East 58.63 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH a 60.00 foot wide easement for ingress, egress and utilities, being approximately centered along the existing gravel driveway (being the roadway previously referred to by Right of Way Deed recorded under Auditor's File No. 759060) the centerline being more particularly described as follows:

BEGINNING at the Northeast corner of Tract "A" as shown on that certain Record of Survey Map recorded in Volume 1 of Surveys, Page 122, Records of Skagit County, Washington (also being the centerline of a 30.00 foot wide easement for road and utilities shown thereon); thence North 13° 07' 03" West 59.27 feet; thence North 16° 35' 44" East 117.38 feet to the North line of the South 170.00 feet of the North 1/2 of the Northeast 1/4 of Section 26, Township 36 North, Range 4 East, W.M. and being the terminus of said centerline.

EXHIBIT B

TELECOM TENANT LEASE

That certain Option and Land Lease Agreement dated July 6, 2015, by and between James R. Ensley and Lorraine A. Ensley, husband and wife and Seattle SMSA Limited Partnership d/b/a Verizon Wireless, as evidenced by a certain Memorandum of Option and Land Lease Agreement, aforesaid date and parties, recorded July 17, 2015, as Auditor's File No. 201507170046, Official Public Records of Skagit County, Washington.

EXHIBIT CEASEMENT AREA DESCRIPTION

In the event of a discrepancy between the area actually occupied by the Telecom Tenant's equipment and the area described below, the described area shall be understood to also include any portion of the actual used area not captured by the description or as may have been granted to the Telecom Tenant that is currently outlined in each Telecom Tenant Lease referenced in Exhibit B. Grantor or Grantee may elect to engage a professional surveyor, the product of which may be substituted upon the other party's acceptance for the contents herein. The part of the Parent Property described in Exhibit A hereto, on which any equipment exists on the Effective Date together with the portion of the Parent Property used and leased by Grantor as the existing lease premises under each Telecom Tenant Lease including but not limited as follows:

EXCLUSIVE EASEMENT PARCEL

That certain portion of the Parent Property located at what is commonly known as 4235 Meins Road, Sedro Woolley, Washington 98284, that is co-extensive with the area leased under each Telecom Tenant Lease referenced in Exhibit B attached hereto.

NON-EXCLUSIVE UTILITY EASEMENT and NON-EXCLUSIVE ACCESS EASEMENT

The part of the Parent Property, described in Exhibit A hereto, on which any equipment exists on the Effective Date together with the portion of the Parent Property used by utility providers and leased by Grantor as the lease premises under each Telecom Tenant Lease including but not limited as follows:

**Utilities and Telecommunications.** Grantee is herein granted, consistent with each Telecom Tenant Lease, a non-exclusive easement in, to, under and over the portions of the Parent Property for ingress and egress to the Easement for placement of cables, wiring, etc., which is necessary to install, operate and maintain the telecommunications equipment, together with the right to use such easement for the development, repair, maintenance and removal of utilities and/or cables providing service to the Easement and any related activities and uses.

**Access.** Grantee is herein granted, consistent with each Telecom Tenant Lease, all rights of ingress and egress to and from the Easement, across the Parent Property described in Exhibit A hereto, providing access to a publicly dedicated roadway, including but not limited to Meins Road, along with the right to use such access easement for the development, repair, maintenance and removal of utilities providing service to the Easement and any related activities and uses.