

Record and Return to:

Name: Joseph Mangus
Address: TITLEVEST AGENCY, LLC
110 East 42nd Street, 10th Floor
New York, NY 10017
Title Vest Title #: TWA802802
PHONE # 212-757-5800

Prepared by:

James Nothdurft
TPA V, LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309
PHONE # 678-775-0360
Tax Account No.: P105694/360426-1-001-0200
Legal: Portion of the North 1/2 of the Northeast 1/4 of Section 26, Township 36 North, Range 4 East

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 02/03/2023

ASSIGNMENT OF LEASE

To be effective on July 1, 2021, and in consideration of One Dollar (\$1) and other good and valuable consideration paid by the undersigned party hereto executing this instrument as assignee TPA V, LLC, a Delaware limited liability company, with principal offices at 1170 Peachtree Street, Atlanta, Georgia 30309 (hereinafter referred to as "Assignee") to the undersigned party hereto executing this instrument as assignor JAMES R. ENSLEY AND LORRAINE A. ENSLEY, husband and wife, with principal offices located at 4235 Meins Road, Sedro Woolley, Washington 98284 (hereinafter referred to as "Assignor"), the receipt and sufficiency thereof being hereby acknowledged, Assignor, subject to that certain Easement Agreement which is recorded contemporaneous to recording of this instrument, does hereby transfer, set over and assign to the Assignee all of Assignor's right, title and interest in and to the lease(s) and/or tenancy(ies) upon certain Property owned by Assignor (Legal Description attached as Exhibit A) referenced below and in Exhibit B attached hereto, in which the Assignor has any right, title and interest currently existing and relating to:

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.

Assignor represents that Assignor has no knowledge of any default now outstanding by Assignor in his capacity as the landlord/lessor under the Tenancy.

The assignment is for a term of ninety-nine (99) years and the assignment terminates on July 1, 2120.

Asset File #: TwPA0035810

Assignee hereby assumes and agrees to faithfully perform and discharge any and all obligations of the landlord/lessor in and to the hereby assigned lease(s) and/or tenancy(ies) subsequent to the date hereof, subject to that certain Easement Agreement.

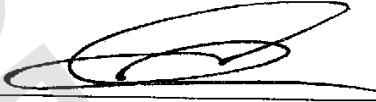
Subject to that certain Easement Agreement, Assignee agrees to hold Assignor harmless and indemnified from any and all loss, cost, damage and expenses, which Assignor may incur on account of Assignee's failure to perform and discharge any and all obligations of lessor and landlord in and to the herein assigned lease and/or tenancy subsequent to the date hereof. Assignor agrees to hold Assignee harmless and indemnified from any and all loss, cost, damage and expenses, which Assignee may incur for claims related to activity prior to the date hereof.

The above shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, legal representatives, successors and assigns.

SIGNATURES FOLLOW

IN WITNESS WHEREOF, Assignee has caused this instrument to be signed and sealed on its behalf this 28th day of June, 2021.

Assignee: TPA V, LLC



Jesse M. Wellner
Chief Executive Officer
1170 Peachtree Street, Suite 1650
Atlanta, Georgia 30309
678-775-0360
678-775-0361

STATE OF GEORGIA

COUNTY OF FULTON

} ss.

On this 28th 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



UNOFFICIAL DOCUMENT

IN WITNESS WHEREOF, Assignor has caused this instrument to be signed and sealed on its behalf this 29 day of June, 2021.

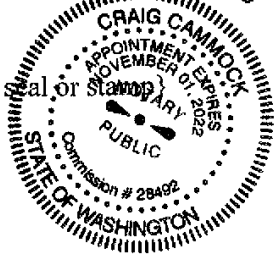
Assignor: JAMES R. ENSLEY

James R. Ensley
James R. Ensley
4235 Meins Road
Sedro Woolley, Washington 98284

STATE OF Washington
COUNTY OF Skaagit } 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.

{affix notary seal or stamp}



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

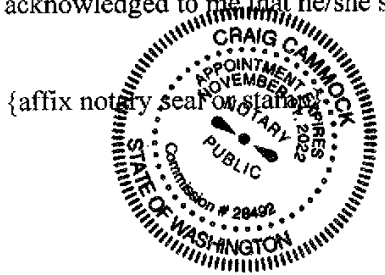
IN WITNESS WHEREOF, Assignor has caused this instrument to be signed and sealed on its behalf this 29 day of June, 2021.

Assignor: LORRAINE A. ENSLEY

Lorraine A. Ensley
Lorraine A. Ensley
4235 Meins Road
Sedro Woolley, Washington 98284

STATE OF Washington
COUNTY OF Skaagit } ss.

On this 29 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.



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

EXHIBIT A
LEGAL DESCRIPTION

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**DESCRIPTION OF TELECOM TENANT LEASE(S)**

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.