

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



200811200081

Skagit County Auditor

11/20/2008 Page 1 of 7 11:05AM

ORIGINAL

Space above this line is for Recorder's use.

Memorandum of Option and Land Lease Agreement

Grantor: Brad York and Jo Jo Buckham York, 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
LTS 3-4 BL 4 Conway

Assessor's Tax Parcel ID#: 4098-004-004-0003 (P72942)

Reference # (if applicable): N/A

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 20 2008

Amount Paid \$ 0
Skagit Co. Treasurer
By *[Signature]* Deputy

MEMORANDUM OF OPTION AND LAND LEASE AGREEMENT

This Memorandum of Option and Land Lease Agreement is made this 9th day of November, 2008, between Brad York and Jo Jo Buckham York, husband and wife, with a mailing address of P.O. Box 756, Conway, WA 98238, 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 an Option and Land Lease Agreement (the "Agreement") on November 9, 2008 for an initial term of five (5) years, commencing on the Commencement Date. The Option and 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 at 18620 Main Street, Conway, County of Skagit, State of Washington 98238, and being described as a parcel containing 1,000 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, First Street, 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 first day of the month in which notice of the exercise of the option is effective.

4. LESSEE has the right of first refusal to purchase the Property 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: Brad York and Jo Jo Buckham York,
husband and wife**

By: [Signature]
Name: Brad York
Date: 9/11/08

By: [Signature]
Name: Jo Jo Buckham York
Date: 9-11-08

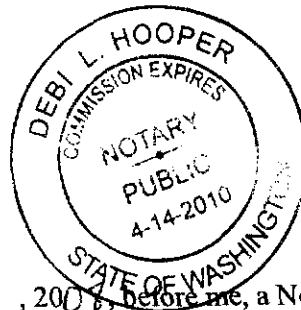
**LESSEE: Seattle SMSA Limited Partnership
d/b/a Verizon Wireless
By Cellco Partnership,
Its General Partner**

By: [Signature]
Name: Walter L. Jones, Jr.
Title: West Area Vice President - Network
Date: 11/9/08



LESSOR ACKNOWLEDGMENT

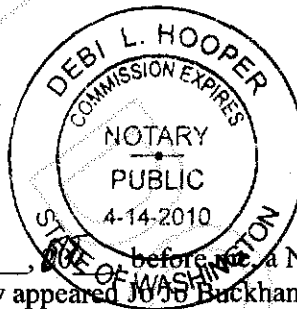
STATE OF WA)
) ss.
COUNTY OF Skagit)



On this 11th day of September, 2008, before me, a Notary Public in and for the State of Washington, personally appeared Brad York, 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.

Debi L. Hooper
NOTARY PUBLIC in and for the State of _____,
residing at Burlington
My appointment expires 4-14-2010
Print Name Debi L. Hooper



STATE OF WA)
) ss.
COUNTY OF Skagit)

On this 11th day of Sept., 2008, before me, a Notary Public in and for the State of Washington, personally appeared Jesse Buckham York, 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.

Debi L. Hooper
NOTARY PUBLIC in and for the State of _____,
residing at Burlington
My appointment expires 4-14-2010
Print Name Debi L. Hooper



LESSEE ACKNOWLEDGMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
)
County of Orange)

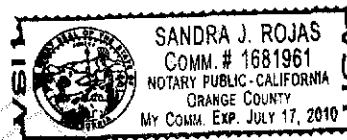
On 11/19/18 before me, Sandra J. Rojas, Notary Public,
personally appeared Walter L. Jones, Jr.

who proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that he executed the same in his
authorized capacity, and that by his signature on the instrument the person, or the entity upon
behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Sandra J. Rojas
Signature of Notary Public



Place Notary Seal Above



EXHIBIT A
1 of 2
LEGAL DESCRIPTION

Lots 3 and 4, Block 4, "PLAT OF THE TOWN OF CONWAY, SKAGIT COUNTY, WASH. ", as per plat recorded in Volume 3 of Plats, page 6, records of Skagit County, Washington.

TOGETHER WITH that portion of alley in Block 4, "PLAT OF THE TOWN OF CONWAY, SKAGIT COUNTY, WASH. ", as per plat recorded in Volume 3 of Plats, page 6, records of Skagit County, Washington, described as follows:

The East $\frac{1}{2}$ of alley abutting the West line of Lots 3 and 4, Block 4 of said plat of Conway, lying South of the North line of said Lot 3, and North of the South line of said Lot 4, if said lines were extended Westerly.

TOGETHER WITH that portion of "First Street" as delineated on the face of said Plat of Conway, lying South of the North line of said Lot 3, Block 4, and North of the South line of said Lot 4, Block 4, if said lines were extended Easterly, and lying West of Great Northern Railway right-of-way as delineated on the face of said Plat of Conway.



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

