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Skagit County Auditor

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RETURN ADDRESS

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Please Type or Print Neatly & Clearly All Information

Document Title(s)

MEMORANDUM OF Lease

Reference Number(s) of Related Documents

none - unrecorded

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

Grantor(s) (Last Name, First & Middle Initial)

Longview Timberlands LLC,
a Delaware limited liability company

MAR 26 2010

Amount Paid
Skagit County Treasurer

By: [Signature] Deputy

Grantee(s) (Last Name, First & Middle Initial)

Pinnacle Towers LLC,
a Delaware limited liability company

Legal Description (Abbreviated form is acceptable) i.e. Section/Township/Range/1/4 Section

A portion of the S 1/2 NE 1/4 NE 1/4 of Section 22,
Township 34 North, Range 5 East, W.M. Skagit County, WA

Assessor's Tax Parcel ID Number: P30394

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 \$50.

[Signature]
Signature of Requesting Party

Bu# 871375

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is made this 25th day of SEPTEMBER 2009 by and between LONGVIEW TIMBERLANDS LLC, a Delaware limited liability company, with a mailing address of P.O. Box 667, Longview, Washington 98612 (hereinafter referred to as "Lessor") and PINNACLE TOWERS LLC, a Delaware limited liability company, with its principal offices located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (hereinafter referred to as "Lessee").

1. Lessor and Lessee have entered into an Amended and Restated Ground Lease Agreement dated of approximate date herewith (the "Agreement"), of which this is a Memorandum.

2. Lessor's predecessors in interest and Lessee's predecessors in interest entered into that certain unrecorded Land Lease Agreement dated December 6, 1995 originally by and between Longview Fibre Company, a Washington corporation, as Lessor, and Motorola, Inc., a Delaware corporation, as Lessee (referred to as the "Original Lease"); and

3. Lessor and Lessee desire to replace the Original Lease with the terms and conditions of the Agreement.

4. Effective upon the Commencement Date of the Agreement, the Agreement will amend and restate the Original Lease by deleting the Original Lease in its entirety and replacing it with the terms and conditions of the Agreement.

5. By the Agreement, Lessor leases to Lessee for an Initial Term of five (5) years, automatically renewing for five (5) terms of five (5) years each pursuant to certain terms and conditions contained in the Agreement, unless the Agreement has otherwise terminated or expired and unless Lessee is in default of the Agreement.

Site Name: Cultas Mountain
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6. Lessor's Property of which the Leased Premises is a part is more particularly described on Exhibit A attached hereto. The Leased Premises is more particularly described on Exhibit B attached hereto.

7. Lessee has the exclusive right to construct, install and operate wireless communications facilities that emit radio frequencies on the Leased Premises. Lessor agrees that it will not permit the construction, installation or operation within five hundred radius feet of the Leased Premises of (i) any additional wireless communications facilities or (ii) any equipment or device that interferes with Lessee's use of the Leased Premises for a wireless communications facility.

8. For that consideration recited in the Agreement and such other good and valuable consideration, and subject to the limitations expressly provided therein, Lessor grants the following access easements and rights-of-way over, under, and upon Lessor's Property to Lessee, (i) an easement over such portions of the roadways on Lessor's Property as is reasonably necessary for the construction, operation, repair, maintenance, replacement, demolition, and removal of the Improvements upon the Leased Premises for ingress and egress seven (7) days per week, twenty-four (24) hours per day, for pedestrians and all types of motor vehicles, to extend from the nearest public right-of-way to the Leased Premises; and (ii) an easement over such portion of Lessor's Property as is reasonably necessary to obtain or comply with any Approvals (collectively, the "Easements"). The Easements may be used by Lessee's employees, agents, contractors, so long as such parties are working at the direction or behest of Lessee so that Lessee is responsible for such parties' use of the Easements, otherwise such parties have no right to use the Easements for any purpose of their own. Lessee has the right to grant apportionate Easements to sublessees or sublicensees for communications operations on the same terms and conditions herein, to which the Easements are subject. TO HAVE AND TO HOLD the Easements for the purposes provided herein during the Lease Term and thereafter for



a reasonable period of time for Lessee to remove its improvements, but no longer than sixty (60) days.

9. In the event of any inconsistency between this Memorandum and the Agreement, the Agreement shall control.

10. The terms, covenants and provisions of the Agreement shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

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

12. A copy of the Agreement is on file with Lessor and Lessee.

[Execution Pages Follow]



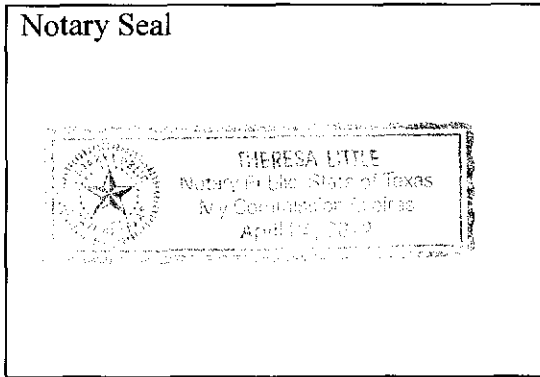
LESSEE:
PINNACLE TOWERS LLC, a Delaware limited liability company

By: *Lisa A. Sedgwick*
Name: Lisa Sedgwick
Title: RET Manager

STATE OF TEXAS)
)SS.
COUNTY OF HARRIS)

I certify that I know or have satisfactory evidence that LISA A. SEDGWICK is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the RET MANAGER of PINNACLE TOWERS LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 9-25-09



Theresa Little
(Signature of Notary)
TERESA LITTLE
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of ~~Washington~~ TX
My appointment expires: 4-14-12



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EXHIBIT A
(Legal Description of Lessor's Property)

BEING a portion of the same property which Longview Fibre Company, a Washington corporation conveyed to Longview Timberlands, LLC, a Delaware limited liability company by Quitclaim Deed recorded on June 27, 2007 at Instrument No. 200706270130 in the Office of the Skagit County Recorder, Washington, and more particularly described as follows:

The S ½ NE ¼ NE ¼ of Section 22, Township 34 North, Range 5 East, W.M.



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EXHIBIT "B"
Description of the Leased Premises

A tract of land located in the Northwest Quarter of Section 22, Township 34 North, Range 5 East, W.M., Skagit County, Washington, described more particularly as follows:

Commencing at the East 1/4 corner of said Section 22:

THENCE North 42 degrees 29 minutes 39 seconds West for a distance of 7887.95 feet to the North 1/4 corner of said Section 22;

THENCE South 56 degrees 11 minutes 09 seconds East for a distance of 2196.06 feet to the True Point of Beginning for this legal description;

THENCE South 49 degrees 06 minute 50 seconds East for a distance of 156.31 feet;

THENCE South 70 degrees 00 minutes 54 seconds West for a distance of 157.93 feet;

THENCE North 10 degrees 57 minutes 11 seconds East for a distance of 159.19 feet to the True Point of Beginning.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 0.248 acres more or less.



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