



201212140044

Skagit County Auditor

12/14/2012 Page 1 of 8 9:58AM

AFTER RECORDING MAIL TO:

UPF Washington Incorporated
12410 E Mirabeau Pkwy #100
Spokane Valley, WA 99216
Reference No. 324655

MEMORANDUM OF FIRST AMENDMENT TO PCS SITE AGREEMENT

DOCUMENT TITLE:

Memorandum of First Amendment to PCS Site Agreement

REFERENCE NUMBER(S) OF RELATED DOCUMENT:

199911010019

GRANTOR NAME:

Myron M Cheek

GRANTEE NAME:

STC Five LLC

LEGAL:

PTN NE1/4 & PTN NW1/4, SEC 14, T34N, R4E, W.M., SKAGIT COUNTY, WA
SEE PAGE 6 OF DOCUMENT FOR FULL LEGAL DESCRIPTION

PARCEL NO.:

PTN 34041410050003

MEMORANDUM OF FIRST AMENDMENT TO
PCS SITE AGREEMENT

This Memorandum of First Amendment to PCS Site Agreement is made effective this 1 day of ~~NOVEMBER~~ 2012 by and between MYRON M. CHEEK, a married man as his separate estate (hereinafter referred to as "Lessor") and STC FIVE LLC, a Delaware limited liability company, by and through its Attorney In Fact, Global Signal Acquisitions II LLC, a Delaware limited liability company (hereinafter referred to as "Lessee").

1. Mike and Linda Cheek ("Original Lessor") and Sprint Spectrum L.P. ("Original Lessee") entered into a PCS Site Agreement dated October 5, 1999, a memorandum of which was recorded on November 1, 1999 at Instrument No. 199911010019 (the "Agreement"), whereby Original Lessee leased certain real property, together with access and utility easements, located in Skagit County, Washington from Original Lessor (the "Site"), all located within certain real property owned by Original Lessor ("Lessor's Property"). Lessor's Property, of which the Site is a part, is more particularly described on Exhibit A attached hereto.

2. Myron M. Cheek is currently the Lessor under the Agreement as the current owner of Lessor's Property, as more fully set forth in the Warranty Deed (Boundary Line Adjustment) recorded on January 20, 2011 at Instrument No. 201101200094, in the Office of the Skagit County Auditor, Washington.

3. STC Five LLC is currently the Lessee under the Agreement as successor in interest to the Original Lessee.

4. The Agreement had an initial term that commenced on October 5, 1999 and expired on October 4, 2004. The Agreement provides for four extensions of five years each, the first and second of which were exercised by Lessee (each extension is referred to as a "Renewal Term"). According to the Agreement, the final Renewal Term expires October 4, 2024.

5. Lessor and Lessee have entered into a First Amendment to PCS Site Agreement (the "First Amendment"), of which this is a Memorandum, providing for five additional Renewal

Site Name: Creekville
Business Unit #: 880379



Terms of five years each. Pursuant to the First Amendment, the final Renewal Term expires on October 4, 2049.

6. By the First Amendment, Lessor granted to Lessee the right of first refusal to purchase all, or a portion, of the Lessor's Property, under the following terms:

If, during the Lease Term, Lessor receives an offer from any person or entity that owns and operates towers or other facilities for wireless telecommunications (or is in the business of acquiring Lessor's interest in the Agreement) to purchase (i) fee title, (ii) a perpetual or other easement, (iii) a lease, (iv) any present or future possessory interest, (v) any or all portions of Lessor's interest in this Agreement or (vi) an option to acquire any of the foregoing, Lessor shall provide written notice to Lessee of said offer ("Lessor's Notice"). Lessor's Notice shall include the prospective buyer's name, the purchase price being offered, and other consideration being offered, the other terms and conditions of the offer, a due diligence period, the proposed closing date and, if a portion of Lessor's Property is to be sold, a description of said portion. Lessee shall have a right of first refusal to purchase, at its election and on the terms and conditions as in Lessor's Notice, a fee simple interest in Lessor's Property or Site or a perpetual easement for the Site. If the Lessor's Notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may convey the property as described in the Lessor's Notice. If Lessee declines to exercise its right of first refusal, then the Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance. Lessee shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Agreement or as part of an assignment of the Agreement. Such assignment may occur either prior to or after Lessee's receipt of Lessor's Notice and the assignment shall be effective upon written notice to Lessor.

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

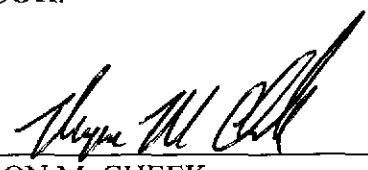
8. This Memorandum does not contain the social security number of any person.

9. A copy of the First Amendment is on file with Lessor and Lessee.



IN WITNESS WHEREOF, hereunto and to duplicates hereof, Lessor and Lessee have caused this Memorandum to be duly executed on the day and year first written above.

LESSOR:

By: 

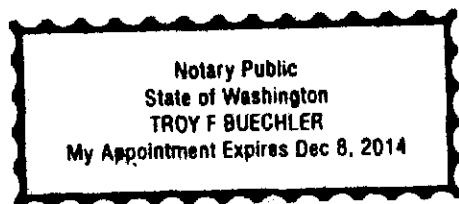
MYRON M. CHEEK

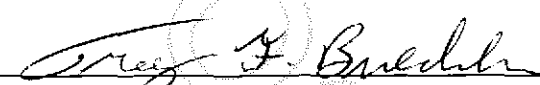
STATE OF Washington)
)SS.
COUNTY OF Snohomish)

I certify that I know or have satisfactory evidence that MYRON M. CHEEK is the person who appeared before me, and said person acknowledged that said person signed this Memorandum of First Amendment to PCS Site Agreement to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 10/23/2012

Notary Seal




(Signature of Notary)

Troy F. Buechler
(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of WA

My appointment expires: Dec 8, 2014



LESSEE:

STC FIVE LLC, a Delaware limited liability company

By: Global Signal Acquisitions II LLC, a Delaware limited liability company
Its: Attorney In Fact

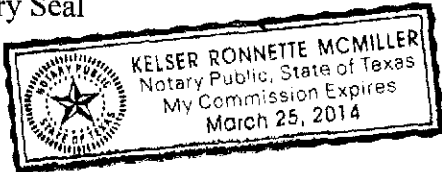
By: *[Signature]*
Print Name: Lisa A. Sedgwick
Title: RET Manager

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 Memorandum of First Amendment to PCS Site Agreement, on oath stated that said person was authorized to execute the instrument and acknowledged it as the RET MGR. of STC FIVE LLC / GLOBAL SIGNAL ACQUISITIONS II LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 11-1-12

Notary Seal



[Signature]
(Signature of Notary)
KELSER MCMILLER
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of TEXAS
My appointment expires: 3-25-14

Site Name: Creekville
Business Unit #: 880379



201212140044
Skagit County Auditor

EXHIBIT A

(Legal Description of Lessor's Property)

Parcel "A"

The North 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 14,
Township 34 North, Range 4 East, W.M.,

EXCEPT the West 198 feet thereof,

AND EXCEPT the following described tract:

BEGINNING at a point on the South line of said North 1/2 of the Northwest 1/4 of the
Northwest 1/4 of the Northeast 1/4, 198 feet East of the Southwest corner thereof;
thence North 475 feet;
thence East 550 feet;
thence South 475 feet to the South line of said subdivision;
thence West along said South line, 550 feet to the POINT OF BEGINNING.

TOGETHER WITH a non-exclusive easement for ingress, egress and operating and maintaining
an open pit mine over and across a strip of land 50 feet in width, being the North 50 feet of the
Northeast 1/4, of the Northwest 1/4 of Section 14, Township 34 North, Range 4 East, W.M. All
lying Easterly of State Highway No. 9 and the North 50 feet of the West 198 feet to the
Northwest 1/4 of the Northeast 1/4, of said Section 14.

Parcel "B"

The West 198 feet of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 14,
Township 34 North, Range 4 East, W.M.

Parcel "C"

The North 50 feet of the Northeast 1/4 of the Northwest 1/4 of Section 14, Township 34 North,
Range 4 East, W.M., lying Easterly of State Highway 9.

Parcel "D"

That portion of the Northeast 1/4 of the Northwest 1/4 of Section 14, Township 34 North, Range
4 East, W.M., lying Northerly and Easterly of the following described line:

BEGINNING at the Northeast corner of said subdivision;
Thence South 0°25'05" East along the East line of said subdivision, a distance of 216 feet;
Thence North 64°23'53" West, a distance of 191.82 feet;



Thence North 39°46'55" East a distance of 37.50 feet to the POINT OF BEGINNING of said line;

Thence South 53°08'04" East, a distance of 186.20 feet to the terminal point of said line;

EXCEPT the North 50 feet of said Northeast 1/4 of the Northwest 1/4 lying Easterly of State Highway No. 9;

AND EXCEPT any portion of said Northeast 1/4 of the Northwest 1/4 lying Northwesterly of the Southeasterly right-of-way margin of State highway No. 9.

Parcel "E"

That portion of the South 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 14, Township 34 North, Range 4 East, W.M., being more particularly described as follows:

Commencing at the Northwest corner of said subdivision;

Thence South 89°14'42" East along the North line of said South 1/2 of the Northwest 1/4 of the Northeast 1/4 for a distance of 583.38 feet to the TRUE POINT OF BEGINNING;

Thence South 14°52'00" East for a distance of 100.00 feet;

Thence South 89°21'37" East for a distance of 66.55 feet;

Thence continue South 89°21'37" East for a distance of 682.57 feet, more or less, to the East line of said South 1/2 of the Northwest 1/4 of the Northeast 1/4;

Thence North 1°41'23" West along said East line for a distance of 94.88 feet, more or less, to the Northeast corner of said South 1/2 of the Northwest 1/4 of the Northeast 1/4 at a point bearing South 89°14'42" East from the TRUE POINT OF BEGINNING;

Thence North 89°14'42" West along the North line of said subdivision for a distance of 772.00 feet, more or less, to the TRUE POINT OF BEGINNING.

Parcel "F"

That portion of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 14, Township 34 North, Range 4 East, W.M., lying Northerly of the following described line:

Commencing at the Northwest corner of said West 1/2 of the Northeast 1/4 of the Northeast 1/4;

Thence South 1°41'23" East along the West line of said subdivision for a distance of 817.48 feet to the TRUE POINT OF BEGINNING of said line description;

Thence South 89°21'38" East for a distance of 223.55 feet;

Thence South 48°39'51" East for a distance of 138.02 feet;

Thence South 89°21'38" East for a distance of 84.00 feet;

Thence North 1°41'25" West for a distance of 449.38 feet;

Thence South 89°21'38" East for a distance of 269.44 feet, more or less, to the East line of said West 1/2 of the Northeast 1/4 of the Northeast 1/4 at a point bearing South 1°35'52"



East, a distance of 455.41 feet, from the Northeast corner of said subdivision and being the terminus of said line.

ALL OF THE ABOVE PARCELS BEING SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

All of the above situate in the County of Skagit, State of Washington.

