

Return Address:
OLD REPUBLIC TITLE
530 South Main Street
Suite 1031
Akron, OH 44311



201312120050

Skagit County Auditor \$78.00
12/12/2013 Page 1 of 7 12:18PM

Order # 01-13054354-01R

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

MEMORANDUM OF MASTER PREPAID LEASE AND MANAGEMENT AGREEMENT

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) (Last name, first name, initials)

T-MOBILE WEST TOWER LLC

Grantee(s) (Last name first, then first name and initials)

CCTMO LLC

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

LPTN GOV. LOT 4, 7-36-4-E W.M.

Assessor's Property Tax Parcel/Account Number Assessor Tax # not yet assigned

360407-0-008-0504 (P48997)

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard 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 part of the text of the original document.

Signature of Requesting Party

**MEMORANDUM OF MASTER PREPAID LEASE
AND MANAGEMENT AGREEMENT**

THIS MEMORANDUM OF MASTER PREPAID LEASE AND MANAGEMENT AGREEMENT (this "Memorandum") is made this 2 day of August, 2013, by and between **T-MOBILE WEST TOWER LLC**, a Delaware limited liability company ("T-Mobile Lessor"), having a mailing address of 12920 S.E. 38th Street, Bellevue, Washington 98006, and **CCTMO LLC**, a Delaware limited liability company ("Crown"), having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

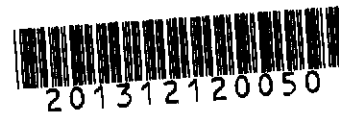
1. Whatcom Skagit Mini Storage LLC and VoiceStream PCS III Corporation ("Original T-Mobile Tenant") entered into that certain Site Lease with Option dated November 15, 1999, a memorandum of which was recorded as Instrument No. 200009110044 in the Official Records of Skagit County, Washington for certain real property as described on **Exhibit A** attached hereto and incorporated herein by reference (the "Land").

2. T-Mobile Lessor and Crown are parties to (a) a Master Prepaid Lease (the "MPL") and (b) a Management Agreement (the "MA"), each with an effective date of November 30, 2012, pursuant to which T-Mobile Lessor (as successor to Original T-Mobile Tenant) has granted to Crown and Crown has accepted, either (y) a leasehold or sub-leasehold interest in the Land, together with the telecommunications tower located thereon, and such other improvements as more fully set forth in the MPL or the MA, as applicable (collectively, the "Site"), or (z) an exclusive right to operate, manage and administer the Site, in either case, subject to the terms, conditions and reservations in the MPL or the MA, as applicable.

3. The MPL and the MA each have a term that commenced on November 30, 2012 and shall terminate or expire, with respect to the Site, on the Site Expiration Date or Technical Closing Date, as applicable, and as determined in accordance with the MPL and the MA, but in no event later than December 31, 2049.

4. Crown has an option to purchase T-Mobile Lessor's right, title and interest in the Site in accordance with **Section 20** of the MPL.

5. Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the MPL. The MPL and the MA and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions of the MPL or the MA or of any amendments thereto. The parties agree that the terms and conditions of the MPL and the MA, as applicable, shall govern the relationship of the parties under this Memorandum and the MPL and the MA are each incorporated herein by reference. In the event of a conflict or inconsistency between the terms of the MPL or the MA and this Memorandum, the applicable terms of the MPL and the MA shall govern and control.



6. This Memorandum shall not be amended, supplemented or modified in any respect, except pursuant to written agreement duly executed by the parties; provided, however, if the term of both the MPL and MA shall terminate or expire with respect to the Site, the parties shall execute and file a revocation of or amendment to this Memorandum to evidence such termination or expiration. If either party fails to timely execute a revocation of or amendment to this Memorandum promptly after the expiration or termination of both the MPL and MA, then the other party shall have the right to execute such revocation or amendment as attorney in fact for such failing party.

[Remainder of page intentionally left blank. Signature and acknowledgments to follow.]



201312120050

Skagit County Auditor **\$78.00**
12/12/2013 Page 3 of 7 12:18PM

EXHIBIT "A"

A portion of the following described real property, together with easements for ingress, egress and utilities thereto:

Government Lot 4 of Section 7, Township 36 North, Range 4 East W.M., Skagit County, Wa., described as follows:

Beginning at the Southwest corner of said Government Lot 4;
thence South 89°01'34" East 1451.78 feet to the Southeast corner of said Government Lot 4, being the Southeast corner of Skagit County S.P. No. 11-85, as filed under A.F. No. 8603110018 and the point of beginning;
thence North 00°18'56" West along the East line of said Government Lot and said Short Plat a distance of 1201.82 feet to the Southerly line of Alger-Lake Samish Road;
thence North 70°55'30" West along said Southerly line a distance of 261.41 feet to the centerline of Patrick Lane as shown upon said Short Plat;
thence South 03°20'47" East along said centerline a distance of 22.10 feet;
thence South 25°41'33" West along said centerline a distance of 215.99 feet;
thence South 03°03'26" West along said centerline a distance of 123.31 feet;
thence North 89°01'34" West 290.00 feet;
thence South 30°00'00" West 150.00 feet;
thence South 13°00'00" West 100.00 feet;
thence South 15°50'30" West 104.59 feet to the Easterly line of Interstate Highway No. 5;
thence Southerly along said Easterly line of the following courses: South 23°56'55" East 301.93 feet;
thence South 27°24'52" East 146.80 feet;
thence South 27°56'00" East 237.89 feet to the South line of said Government Lot 4;
thence South 89°01'34" East along said South line a distance of 467.09 feet to the point of beginning.

TOGETHER WITH an easement for ingress, egress and utilities, described as follows:

Beginning at the intersection of the Southerly line of Alger-Lake Samish Road with the Easterly line of Interstate Highway No. 5;
thence Southerly along said Easterly line as shown on Skagit Co. S.P. No. 11-85 the following courses:
South 19°04'31" West 95.97 feet;
thence South 12°27'14" West 308.83 feet;
thence South 05°44'23" East 150.30 feet;
thence departing from said Easterly line of Interstate Hwy. No. 5 South 89°01'34" East 489.51 feet to the Westerly line of Patrick Lane as shown on said S.P. ;
thence North 03°03'26" East along said Westerly line a distance of 20.01 feet;
thence departing therefrom North 89°01'34" West 462.38 feet to a line parallel to and 30 feet Easterly of said Easterly line of Interstate Hwy. No. 5;
thence North 05°44'23" West parallel to said Easterly line a distance of 128.89 feet;
thence North 12°27'14" East parallel to said Easterly line a distance of 73.47 feet;
thence South 89°01'34" East 30.61 feet to a line parallel to and 60 feet Easterly of said Easterly line;
thence North 12°27'14" East parallel to said Easterly line a distance of 221.00 feet;
thence North 19°04'31" East parallel to said Easterly line a distance of 32.50 feet;
thence North 66°21'56" East 88.46 feet to said Southerly line of Alger-Lake Samish Road;
thence North 70°55'30" West along said Southerly line a distance of 125.00 feet to the point of beginning.

Continued on following page



ALSO an easement for ingress, egress and utilities over that portion of the above described Patrick Lane lying North of the Easterly projection of the South line of the 20-foot wide portion of the above described easement.

ALSO TOGETHER WITH a perpetual easement to draw and use the entire supply of water produced by Wells No. 1 and 2; a perpetual easement to install and maintain water pipelines therefrom, and well protection zone easements, all as more particularly described in instrument recorded February 15, 1994, under Auditor's File No. 9402150001,

AND, TOGETHER WITH a non-exclusive perpetual easement to construct and maintain utility service lines and appurtenances thereto, more particularly described in Easement for Utilities recorded June 29, 1999, under Auditor's File No. 9906290080.

Situate in the County of Skagit, State of Washington.



201312120050

Skagit County Auditor

12/12/2013 Page

7 of

\$78.00

7 12:18PM