



201501160035

FILED FOR RECORD AT REQUEST OF
AND WHEN RECORDED RETURN TO:
Davis Wright Tremaine LLP
Attn: C. Eng
777 108th Avenue NE, Suite 2300
Bellevue, WA 98004-5149

Skagit County Auditor \$77.00
1/16/2015 Page 1 of 6 8:55AM

Space above this line is for Recorder's use

MEMORANDUM OF LEASE

Lessor: Atlas Tower Holdings, LLC

Lessor: Seattle SMSA Limited Partnership d/b/a Verizon Wireless

Legal Description: SE ¼, NW ¼, S30, T34N, R4, E.W.M., County of Skagit, State of Washington
See attached Exhibit "A" for legal description

Tax Parcel Account #s: 340430-0-027-0009 (P28812) and 340430-2-005-0001 (P29209)

Site Reference: WA1 VIRGINIA STREET

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JAN 16 2015

Amount Paid \$
Skagit Co. Treasurer
By *nam* Deputy

Return to:

Davis Wright Tremaine LLP
Attn: C. Eng
777 108th Avenue NE, Suite 2300
Bellevue, WA 98004

MEMORANDUM
OF
LEASE

This Memorandum of Lease is entered into as of this 15th day of Dec, 2014 by and between Atlas Tower Holdings, LLC, with its principal offices located at 4450 Arapahoe Avenue, Suite 100, Boulder, CO 80303 (hereinafter referred to as "**Lessor**") and Seattle SMSA Limited Partnership d/b/a Verizon Wireless ("VZW"), with an address of One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, (hereinafter referred to as "**Lessee**").

1. Lessor and Lessee entered into a certain Lease Agreement ("**Agreement**") as of the 15th day of Dec, 2014 for the purpose of installing, operating and maintaining a Communication facility and other improvements. All of the foregoing are set forth in the Agreement and except as otherwise expressly provided herein, all defined terms shall have the meanings as described to them in the Agreement.
2. The initial lease term will be ten (10) years ("**Initial Term**") commencing as set forth in the Agreement and is subject to four (4) five (5) year options to renew.
3. The portion of the land being leased to Lessee (the "**Premises**") is described in **Exhibit 2** and constitutes a portion of the Land described on **Exhibit 1** annexed hereto. The Agreement includes access and utility easement rights as set forth in the Agreement over the Land.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.
5. Lessor and Lessee represent and warrant to each other that they have full right, power and authority to enter into this Memorandum of Lease without the consent or approval of any other entity or person and make these representations knowing that the other party will rely thereon. The signatory on behalf of Lessor and Lessee further represent and warrant that they have full right, power and authority to act for and on behalf of Lessor and Lessee in entering into this Memorandum of Lease.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LESSOR

Atlas Tower Holdings, LLC

By: _____

Nathan Foster, President

Date: _____

12/15/14

LESSEE

Seattle SMSA Limited Partnership d/b/a Verizon Wireless
By Celco Partnership, its General Partner

By: _____

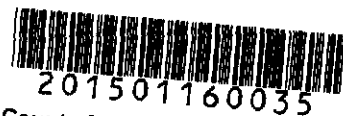
Brian Mecum

Title: Area Vice President Network

Date: _____

1/30/15

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]



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\$77.00

LESSEE ACKNOWLEDGEMENT

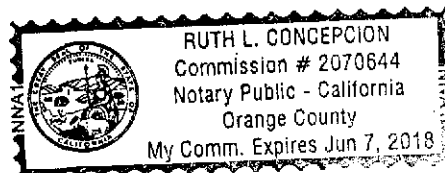
State of California)
) ss.
County of Orange)

On December 2, 2014 before me, Ruth L. Concepcion, Notary Public,
personally appeared Brian Mecum,
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.

Signature of Notary Public



LESSOR ACKNOWLEDGEMENT

STATE OF Colorado)

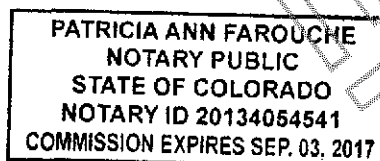
JUDICIAL DISTRICT) (or county of Boulder)

ON THIS DAY, before me, the undersigned Notary Public, personally appeared **Nathan Foster**,
the **President of Atlas Tower Holdings, LLC**, the Lessor described in the foregoing instrument, and he
acknowledged to me that he signed the same on the behalf of the corporation, as the free and voluntary
act and deed of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal this 15th day of Dec, 2014

Notary Public In and For Colorado

My Commission Expires: 9/2017



WA1 VIRGINIA STREET
DWT 24907870v1 0052051-000032



Exhibit 1 to Memorandum of Lease
DESCRIPTION OF LAND

State of Washington, County of Skagit:

Parcel "A":

That portion of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 30, Township 34 North, Range 4, E.W.M., lying Westerly of the center line of Britts Slough, EXCEPT the North 200 feet of that portion thereof lying South of the County Road running along the North line of said subdivision, AND ALSO EXCEPT that portion lying South of a line beginning 29 rods $7\frac{1}{2}$ feet North of the Southwest corner of said Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and running thence East to the center of Britts Slough.

Parcel "B":

The East 60 feet of the West 360 feet of the North 200 feet of that portion of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 30, Township 34 North, Range 4 E.W.M., lying South of the County Road running along the North line of said subdivision.



Exhibit 2 to Memorandum of Lease
DESCRIPTION OF PREMISES

VERIZON WIRELESS' LEASE AREA: APPROXIMATELY 360 SQUARE FEET

WA1 VIRGINIA STREET
DWT 24907870v1 0052051-000032

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