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3/10/2016 Page

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**Document Title:** Memorandum of First Amendment to Site Lease With Option

**Reference Number(s) of Related Documents:** ~~None Known~~ 200009110044

**Landlord(s):** J & J Patterson, LLC, a Washington limited liability company,  
and A & E Thorsett, LLC, a Washington limited liability  
company

**Tenant(s):** T-Mobile West Tower LLC, a Delaware limited liability company

**Legal Description:** Government Lot 4 of Section 7, Township 36 North, Range 4  
East W.M., Skagit County, WA

**Assessor's Tax Parcel ID Number:** P48997

**Site ID:** Alger Texaco/US West (BUN 822322)

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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 \$150.

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Signature of Requesting Party

**MEMORANDUM OF FIRST AMENDMENT TO  
SITE LEASE WITH OPTION**

This Memorandum of First Amendment to Site Lease With Option is made effective this 19 day of February, 2016 by and between J & J PATTERSON, LLC, a Washington limited liability company, as to an undivided 30% interest, and A & E THORSETT, LLC, a Washington limited liability company, as to an undivided 70% interest (hereinafter referred to as "Landlord") and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company (hereinafter referred to as "Tenant").

1. Whatcom, Skagit Mini Storage, LLC ("Original Landlord") and VoiceStream PCS III Corporation, a Delaware corporation ("Original Tenant") entered into a Site Lease With Option dated November 15, 1999<sup>\*</sup> and Addendum dated October 5, 2000 (the "Original Lease")  
<sup>\*</sup>a Memorandum of which was recorded 9/11/2000, AFN 200009110044.  
whereby Original Tenant leased certain real property, together with access and utility easements, located in Skagit County, Washington from Original Landlord (the "Premises"), all located within certain real property owned by Original Landlord ("Landlord's Property"). Landlord's Property, of which the Premises is a part, is more particularly described on Exhibit B attached hereto. The Premises is more particularly described on Exhibit A attached hereto.

2. J & J Patterson, LLC and A & E Thorsett, LLC are currently the Landlord under the Lease as the current owners of Landlord's Property, as more fully set forth in the Statutory Warranty Deed recorded on May 15, 2006 at Instrument No. 200605150146 in the official records of Skagit County, Washington.

3. T-Mobile West Tower LLC is currently the Tenant under the Lease as successor in interest to the Original Tenant.

4. The Lease had an initial term that commenced on July 1, 2000 and expired on June 30, 2005. The Lease provided for four (4) extensions of five (5) years each, three (3) of

which were exercised by Tenant (each extension is referred to as a "Renewal Term"). According to the Lease, the final Renewal Term expires June 30, 2025.

5. Landlord and Tenant have entered into a First Amendment to Site Lease With Option (the "First Amendment"), of which this is a Memorandum, providing for ten (10) additional Renewal Terms of five (5) years each. Pursuant to the First Amendment, the final Renewal Term expires on June 30, 2075.

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

If Landlord receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Landlord's interest in the Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or Landlord's interest in the Lease, or an option for any of the foregoing, and Landlord intends to accept such offer, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, plus a three percent (3%) premium, within thirty (30) calendar days of Tenant's receipt of Landlord's notice, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Premises. Landlord's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the Landlord'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 Tenant does not exercise its right of first refusal by written notice to Landlord given within thirty (30) days, Landlord may convey the property as described in the Landlord's notice. If Tenant declines to exercise its right of first refusal, then the Lease shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant 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 Lease or as part of an assignment of the Lease. Such assignment may occur either prior to or after Tenant's receipt of Landlord's notice and the assignment shall be effective upon written notice to Landlord.

7. By the First Amendment, Landlord granted to Tenant the option to expand the Premises by up to an additional seven hundred fifty (750) square feet adjacent to the Premises. Additional details of the foregoing expansion are set forth in the First Amendment.

8. If requested by Tenant, Landlord will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed reasonably necessary by Tenant to utilize the Premises for the permitted use as described in Section 3 of the Lease. Landlord agrees to be named applicant if requested by Tenant. In furtherance of the foregoing, Landlord hereby appoints Tenant as Landlord's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Landlord's behalf. Landlord shall be entitled to no further consideration with respect to any of the foregoing matters. Notwithstanding the foregoing, Tenant will not change the zoning of Landlord's Property without the advance written consent of Landlord.

9. 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 Landlord and Tenant.

10. This Memorandum is not a complete summary of the terms, provisions and conditions contained in the First Amendment. In the event of a conflict between this Memorandum and the First Amendment, the First Amendment shall control.

11. A copy of the First Amendment is on file with Landlord and Tenant.

[Execution Pages Follow]

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

**LANDLORD:**

J & J PATTERSON, LLC, a Washington limited liability company

By: James R. Patterson

Print Name: James R. Patterson

Title: Managing Member

**LIMITED LIABILITY COMPANY**

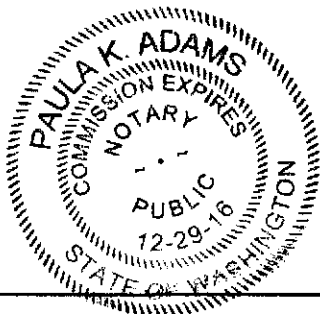
STATE OF Washington )  
 )SS.

COUNTY OF King

I certify that I know or have satisfactory evidence that James R. Patterson is the person who appeared before me, and said person acknowledged that said person signed this Memorandum of First Amendment to Site Lease With Option, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Managing member of J & J PATTERSON, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: February 10, 2014

Notary Seal



(Signature of Notary)

Paula K. Adams

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of WA

My appointment expires: 12-29-16

[Landlord Execution Page Follows]

**LANDLORD:**

A & E THORSETT, LLC, a Washington  
limited liability company

By: Allen Thorsett  
Print Name: ALLEN THORSETT  
Title: Manager

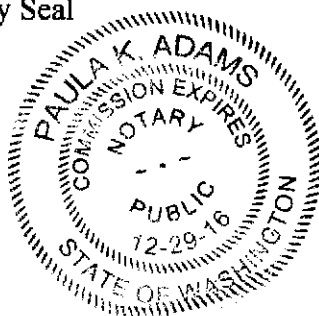
**LIMITED LIABILITY COMPANY**

STATE OF Washington )  
COUNTY OF Kin ) SS.

I certify that I know or have satisfactory evidence that Allen Thorsett is the person who appeared before me, and said person acknowledged that said person signed this Memorandum of First Amendment to Site Lease With Option, on oath stated that said person was authorized to execute the instrument and acknowledged it as the manager of A & E THORSETT, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: February 10, 2016

Notary Seal



(Signature of Notary)  
Paula K. Adams

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of WA

My appointment expires: 12-29-16

[Tenant Execution Page Follows]

**TENANT:**

T-MOBILE WEST TOWER LLC, a Delaware limited liability company

By: CCTMO LLC, a Delaware limited liability company

Its: Attorney In Fact

By: \_\_\_\_\_

Print Name: Matthew Norwood

Title: Real Estate Transaction Manager

**LIMITED LIABILITY COMPANY**

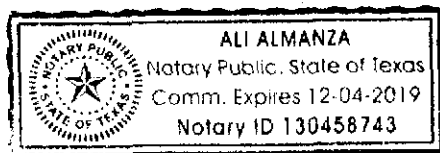
STATE OF Texas

COUNTY OF Harris

I certify that I know or have satisfactory evidence that Matthew Norwood is the person who appeared before me, and said person acknowledged that said person signed this Memorandum of First Amendment to Site Lease With Option, on oath stated that said person was authorized to execute the instrument and acknowledged it as the R.E.T. Mgr. of CCTMO LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: February 19, 2016

Notary Seal



Ali Almanza  
(Signature of Notary)  
Ali Almanza

(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of Texas  
My appointment expires: 12/4/19

**EXHIBIT A**  
**(Legal Description of Premises)**

**PREMISES**

A parcel of land located in Government Lot 4 of Section 7, Township 36 North, Range 4 East, Willamette Meridian, Skagit County, Washington, more particularly described as follows:

**Commencing** at the southeast corner of Government Lot 4 of Section 7, Township 36 North, Range 4 East, Willamette Meridian, from which the southwest corner of Government Lot 4 of Section 7, Township 36 North, Range 4 East, Willamette Meridian, bears North 89°01'34" West, a distance of 1451.78 feet, as shown on the SHORT PLAT NUMBER 11-85, records of Skagit County, Washington;

thence North 40°37'02" West, a distance of 185.58 feet to the **Point of Beginning**;

thence North 86°41'24" West, a distance of 19.56 feet;

thence North 87°41'06" West, a distance of 17.44 feet;

thence North 01°15'13" East, a distance of 16.00 feet;

thence South 88°53'55" East, a distance of 7.99 feet;

thence South 81°54'09" East, a distance of 9.65 feet;

thence South 86°41'24" East, a distance of 19.94 feet;

thence South 03°12'50" West, a distance of 15.19 feet to the **Point of Beginning**;

Containing 578 square feet or 0.01 acres, more or less.

**ACCESS & UTILITY EASEMENT**

A strip of land 20 feet wide across a parcel of land located in Government Lot 4 of Section 7, Township 36 North, Range 4 East, Willamette Meridian, Skagit County, Washington, being 10 feet wide on each side of the following described centerline, more particularly described as follows:

**Commencing** at the southeast corner of Government Lot 4 of Section 7, Township 36 North, Range 4 East, Willamette Meridian, from which the southwest corner of Government Lot 4 of Section 7, Township 36 North, Range 4 East, Willamette Meridian, bears North 89°01'34" West, a distance of 1451.78 feet, as shown on the SHORT PLAT NUMBER 11-85, records of Skagit County, Washington;



thence North 40°37'02" West, a distance of 185.58 feet;  
thence North 86°41'24" West, a distance of 19.56 feet;  
thence North 87°41'06" West, a distance of 17.44 feet;  
thence North 01°15'13" East, a distance of 16.00 feet;  
thence South 88°53'55" East, a distance of 7.99 feet;  
thence South 81°54'09" East, a distance of 9.65 feet;  
thence North 01°47'04" East, a distance of 4.81 feet to the **Point of Beginning**;  
thence South 86°41'24" East, a distance of 43.48 feet;  
thence South 56°03'58" East, a distance of 44.95 feet to the beginning of a tangent curve to the left having a chord bearing of North 61°50'35" East, a chord distance of 35.35 feet;  
thence continuing along said curve to the left with a radius of 20.00 feet, through a central angle of 124°10'55", an arc distance of 43.35 feet;  
thence North 00°14'53" West, a distance of 935.16 feet to the beginning of a tangent curve to the left having a chord bearing of North 42°10'29" West, a chord distance of 153.68 feet;  
thence continuing along said curve to the left with a radius of 115.00 feet, through a central angle of 83°51'13", an arc distance of 168.30 feet;  
thence North 84°06'06" West, a distance of 142.32 feet to the **Point of Terminus**;  
Lengthen and shorten the sidelines of said strip so as to terminate on the westerly property line and the north and east lines of the tower lease.

Containing 27,448 square feet or 0.63 acres, more or less.

**EXHIBIT B**  
**(Legal Description of Landlord's Property)**

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.

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.