

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
Black Dot Capital & Real Estate Group)
27271 Las Ramblas, Suite 300)
Mission Viejo, CA 92691)
Attn: Jennifer Tice)



Skagit County Auditor \$159.00
8/26/2016 Page 1 of 13 3:42PM

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20163785
AUG 26 2016

Amount Paid \$ 3381.82
By MF Skagit Co. Treasurer Deputy

Space above for Recorder's Use
GUARDIAN NORTHWEST TITLE CO.

11905

EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

This Easement and Assignment of Lease Agreement (this "**Agreement**") dated August 26, 2016 (the "**Effective Date**") is by and between Barbara A. Norgaard, as Trustee of the Survivor's Trust of the Revocable Living Trust of Richard S. Norgaard and Barbara A. Norgaard, dated October 23, 2008 ("**Grantor**") and CSL LEASING LLC, a Delaware limited liability company ("**Grantee**"); and

20021130171 - Lease

WHEREAS Grantor owns certain real property located at: 22966 N. Starbird Road, Mount Vernon, Washington 98274 ("**Property**"); and more particularly described in Exhibit A attached hereto; and

WHEREAS Grantor intends to grant to Grantee an exclusive easement (the "**Telecom Easement**") in, to, under and over the Property as depicted and described in Exhibit B attached hereto (the "**Telecom Easement Area**") for telecommunications purposes, and a non-exclusive easement (the "**Access Easement**") in, to, under and over certain portions of the Property as described in Exhibit B attached hereto (the "**Access Easement Area**") for ingress, egress, maintenance and utility service for and to the Telecom Easement Area (the Telecom Easement and the Access Easement may be collectively referred to herein as the "**Easement**," **Easement**," and the Telecom Easement Area and Access Easement Area are collectively referred to herein as the "**Easement Area**"); and

WHEREAS Grantor intends to sell, assign, set over, convey and transfer the existing telecommunications leases ("**Leases**") more particularly described in Exhibit C to Grantee; and

WHEREAS Grantor intends to allow Grantee to use the Easement in order that Grantee may lease space to tenants in the telecommunications business; and

NOW THEREFORE, In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **GRANT OF TELECOM EASEMENT.** Grantor hereby grants to Grantee an exclusive easement in, to, under and over the Telecom Easement Area for the purpose of leasing and/or licensing space on the Telecom Easement Area to telecommunications tenants and uses associated with the exercise of rights of telecommunications tenants under such leases or licenses, including but not limited to, constructing and maintaining telecommunications towers and related facilities.

2. **TERM.** Commencing on the Effective Date, the Term of this Agreement shall be in perpetuity.

3. **ASSIGNMENT OF LEASES.** As part of the consideration provided for this Agreement, Grantor hereby assigns and conveys all of its right, title and interest in and to the Leases, more particularly described in Exhibit C. Grantor shall retain and continue to faithfully perform and discharge any and all obligations of the lessor under the Leases relating to the ownership, operation, and use of the Property, including but not limited to those involving (i) providing access to the Premises for the tenants under the Leases (the "Tenants") and their employees, agents and subcontractors; (ii) maintaining the Property and access thereto in good condition and in compliance with the laws as required under the Leases; (iii) eliminating any use of the Property by a third party, now or in the future, or by Grantor, its employees, tenants licensees, invitees, agents or independent contractors, which interferes or adversely affects with the operations of the Tenants or their equipment; (iv) indemnifying the Tenants from injury, loss, damage or liability, costs, or expenses as required under the Leases; (v) warranties given to the Tenants concerning ownership and encumbrance of the Property, and the Tenants' quiet enjoyment; (vi) warranties to the Tenants concerning hazardous substances on the Property, compliance with any and all environmental and industrial hygiene laws, and indemnifying the Tenants from duties, responsibilities and liability for Grantor's failure to comply with such laws or any environmental or hygiene conditions that are related to the Property as provided in the Leases; (vii) providing notice of any condemnation proceedings, casualty or other harm affecting the Property to the Tenants (such notice also to be provided to Grantee), permitting Grantee to place temporary transmission and reception facilities on the Property as needed at no additional Rent as required under the Leases; (viii) payment of property taxes and related charges, advanced notification of any increase in taxes, assessments or other charges and obtaining reimbursement from the Tenants as provided in the Leases; (ix) cooperating with the Tenants with respect to obtaining, maintaining, renewing or reinstating any certificates, permits, licenses, etc. necessary for the Tenants' occupancy of the Premises; and (x) maintaining insurance on the Property as required under the Leases.

4. **NON-EXCLUSIVE ACCESS EASEMENT.** As part of the consideration for this Agreement, Grantor hereby grants to Grantee the Access Easement in, to, under and across the Property adequate to allow ingress and egress, operation, maintenance of and utility service to the Telecom Easement Area.

5. **REPRESENTATIONS AND COVENANTS OF GRANTOR.** Grantor represents and warrants to Grantee, as of the date hereof, that:

a. This Agreement and any other documents executed by Grantor in connection with it constitute the legal, valid and binding obligation of Grantor, enforceable against Grantor in accordance with their terms.

b. The execution, delivery and performance by Grantor of this Agreement does not and will not violate or conflict with any provision of Grantor's organizational documents (if Grantor is an organization) or of any agreement to which Grantor is a party including, without limitation, permits, mortgages and deeds of trust, or by which Grantor or the Property is bound and will not violate or conflict with any law, rule, regulation, judgment, order or decree to which Grantor is subject.

c. There is no pending or threatened action, judgment, order decree or proceeding (including any bankruptcy, insolvency, eminent domain, zoning or other land use regulation actions) that, if determined against Grantor, would adversely affect Grantor's ability to grant the Easement or such other documents or to perform its obligations hereunder or thereunder, or limit Grantee's ability to use the Easement as contemplated herein. Grantor has received no notice from any governmental or quasi-governmental authority either that the Property or the use thereof violates any statutes, ordinances, orders or regulations affecting any portion of the Property.

d. Grantor owns one hundred percent (100%) of the fee title to the Property and the lessor's interest in and to the Leases.

e. Grantor has not previously deeded, granted, assigned, mortgaged, pledged, alienated or otherwise transferred any of its right, title and interest in and to the Leases, or any portion of the Property the Easement occupies, except as expressly disclosed to Grantee in writing. Except for the Leases, Grantor has not executed or otherwise entered into any leases, tenancies, license or concession agreements, occupancy agreements or other agreements with respect to rights that would adversely affect Grantee's, or Grantee's tenants' possession or occupancy of any portion of the Easement or use of the Property pursuant to this Agreement or the Leases.

f. Grantor shall not allow or permit a breach or default to occur under the Leases and Grantor shall comply with all applicable laws which may affect the Property.

g. Grantor shall not settle or compromise any insurance claim or condemnation award relating to the Easement without Grantee's prior written approval, which shall not be unreasonably withheld.

h. Grantor shall not, nor shall Grantor permit its lessees, licensees, employees, invitees or agents to use any portion of the Property, or the Easement in a way which interferes with the operations of the Tenant or any other of Grantee's future lessees or licensees, or to interfere with the Access Easement. Such interference shall be deemed a material breach by Grantor.

6. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties to this Agreement. This Agreement shall run with the land upon which the Easement is located, and Grantor shall, in any and all deeds or other documents related to the sale, conveyance, assignment, mortgage, pledge, or other encumbrance or transfer of the Property, expressly provide that the Property is subject to all rights, liabilities and obligations under this Agreement (including without limitation, with respect to the Easement). Grantor hereby expressly acknowledges and agrees that Grantee may from time to time sell, convey, assign, mortgage, pledge, encumber, securitize or otherwise transfer some or all of Grantee's right, title and interest in and to this Agreement, the Easement, the Telecom Easement Area and/or the Access Easement Area without notice to or consent of Grantor.

7. ENVIRONMENTAL REPRESENTATIONS.

a. **Grantor Environmental Representation.** Except as otherwise disclosed by Grantor in writing to Grantee prior to the Effective Date, Grantor represents that Grantor has no knowledge of any substance, chemical or waste (collectively "**Hazardous Substance**") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Grantor shall not introduce or use (or permit the use of) any Hazardous Substance on the Property in violation of any applicable federal, state or local environmental laws. Grantor shall be responsible for (and shall promptly conduct any investigation and remediation as required by any applicable environmental laws) all spills or other releases of any Hazardous Substance not caused solely by Grantee, that have occurred or which may occur on the Property.

b. **Grantee Environmental Representations.** Grantee shall not introduce or use any Hazardous Substance on the Property or the Easement in violation of any applicable federal, state or local environmental laws. Notwithstanding the foregoing, Grantee shall not be responsible for any Hazardous Substances arising or present on or before the Effective Date. Liability of Grantee for any claims with respect to any Hazardous Substances at the Property or the Easement shall be limited to contamination which is shown by clear evidence to have been solely caused by a release of a Hazardous Substance by

Grantee after the Effective Date, and in violation of any applicable federal, state or local environmental laws.

c. Mutual Indemnification. Each party agrees to defend, indemnify, and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to damages, costs, expenses, assessments, penalties, fines, cleanup, remedial, removal or restoration work required by any governmental authority, losses, judgments and reasonable attorneys' fees that the indemnified party may suffer or incur due to the existence or discovery of any Hazardous Substance on the Property caused by the other party. This indemnification shall also apply to the migration of any Hazardous Substance to other properties, and the release of any Hazardous Substance into the environment that relate to or arise from the indemnitor's activities on the Property. Grantor agrees to defend, indemnify, protect and hold Grantee harmless from claims resulting from actions on the Property not caused by Grantee prior to, and during the Term of, this Agreement. This indemnification shall survive the termination or expiration of this Agreement.

8. NOTICES. All notices, requests, demands and other communications hereunder shall be delivered by Certified Mail Return Receipt Requested, and/or a nationally recognized overnight courier. Notice shall be deemed accepted upon proof of delivery. Notices shall be delivered:

As to Grantor: Barbara Norgaard
22966 N. Starbird Road
Mount Vernon, WA 98274

As to Grantee: CSL Leasing LLC
10802 Executive Center Drive, Benton Building, Suite 300
Little Rock, AR 72211

9. DEFAULT. It shall be an "Event of Default" if either Grantor or Grantee fails to observe or perform any of the terms, conditions or its respective obligations set forth in this Agreement. Upon receiving written notice of such a default or breach of this Agreement, the defaulting party shall have sixty (60) days to cure such default. Notwithstanding anything herein to the contrary, if the required cure of the noticed default cannot reasonably be completed by Grantee within such 60-day period, Grantee's failure to perform shall not constitute an Event of Default so long as Grantee undertakes to cure the failure promptly and diligently and continuously pursues the cure thereof to completion. In the event that the defaulting party fails to cure such default within the cure period, the non-defaulting party shall be entitled to exercise any rights permitted by applicable law.

10. AGREEMENT FULLY PERFORMED. Notwithstanding anything herein to the contrary, this Agreement is deemed to be fully performed by Grantee as of the Commencement Date. In no event shall this Agreement be deemed an executory contract for purposes of the United States Bankruptcy Code, as amended (the "Code"), and this Agreement may not be rejected pursuant to Section 365 of the Code.

11. GOVERNING LAW; CERTAIN WAIVERS.

(a) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

(b) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING TO ENFORCE OR INTERPRET THIS AGREEMENT.

(c) EACH PARTY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE APPLICABLE UNITED STATES DISTRICT COURT FOR THE DISTRICT THE PROPERTY IS LOCATED IN, AND EACH PARTY WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE IN SUCH COURT, WHETHER ON THE BASIS OF INCONVENIENT FORUM OR OTHERWISE.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused this Agreement to be duly executed as of the date first written above.

GRANTOR:

Barbara A. Norgaard, as Trustee of the Survivor's Trust of the Revocable Living Trust of Richard S. Norgaard and Barbara A. Norgaard, dated October 23, 2008

By: Barbara A Norgaard
Name: Barbara A Norgaard
Title: Trustee
Date: 8/19/16

STATE OF Washington
COUNTY OF Skagit

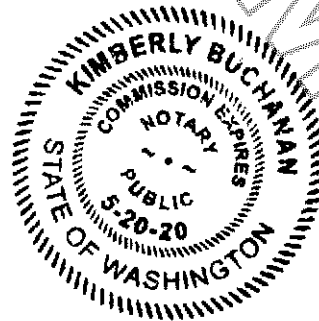
On this the 19th day of August, 2016, before me, Kimberly Buchanan, the undersigned officer, personally appeared Barbara Norgaard, who acknowledged himself/herself to be the Trustee of Survivor's Trust of the Revocable, and that he/she, as such Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Trustee.

In witness whereof I hereunto set my hand and official seal.

Kimberly Buchanan
Notary Public

Printed Name: Kimberly Buchanan

My Commission Expires:
May 20, 2020



GRANTEE:

CSL LEASING LLC,
a Delaware limited liability company

By: *[Signature]*
Name: Daniel Heard
Its: EVP, General Counsel and Secretary
Date: 8/22/16

STATE OF Arkansas

COUNTY OF Pulaski

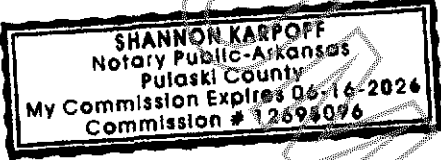
On this the 22 day of August, 2016, before me,
Shannon Karpoff, the undersigned officer, personally appeared
Daniel Heard, who acknowledged himself/herself to be the
EVP, General Counsel and Secretary of CSL Leasing LLC, and that he/she, as
such officer, being authorized so to do, executed the foregoing instrument
for the purposes therein contained, by signing the name of the corporation by himself/herself as
EVP, General Counsel and Secretary.

In witness whereof I hereunto set my hand and official seal.

[Signature]

Notary Public

Printed Name: SHANNON KARPDIFF



My Commission Expires:
6-16-2026

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

Parcel "A":

The North 360 feet of the South 480 feet of that portion of the South 1/2 of the Southeast 1/4 of Section 29, Township 33 North, Range 4 East, W.M., lying Westerly of the existing County road running Northerly and Southerly across said premises along or near the North-South centerline of said South 1/2 of the Southeast 1/4, and lying Northeasterly of and adjacent to the strip of land condemned on December 16, 1968 by the State of Washington for SR5 in Skagit County Superior Court Cause No. 30443;

EXCEPT the North 180 feet of the South 300 feet of the East 275 feet thereof.

Parcel "B":

That North 180 feet of the South 300 feet of the East 275 feet of that portion of the South 1/2 of the Southeast 1/4 of Section 29, Township 33 North, Range 4 East, W.M., lying Westerly of the existing road running Northerly and Southerly across said premises along or near the North-South centerline of said South 1/2 of the Southeast 1/4.

Parcel "C":

A strip of land 20 feet in width in the Southwest 1/4 of the Southeast 1/4 of Section 29, Township 33 North, Range 4 East, W.M., (as excepted in the Contract to Richard W. Tjersland, et ux, et al, dated May 15, 1967, recorded June 1, 1967 under Auditor's File No. 699900), being 10 feet on each side of the following described centerline:

Beginning at a point 10 feet South of the existing well located on the South 120 feet of that portion of the said Southwest 1/4 of the Southeast 1/4, lying Easterly of the State Highway and Westerly of the existing County road, and running North to the North line of said South 120 feet.

EXHIBIT B

TELECOM EASEMENT AREA AND ACCESS EASEMENT AREA DESCRIPTIONS

[See Attached]

UNOFFICIAL DOCUMENT

AS-BUILT SURVEY
 IN SECTION 29 TOWNSHIP 33 NORTH,
 RANGE 4 EAST, T1M, SKAIGIT
 COUNTY, WASHINGTON
 FOR BLACK DOT CAPITAL AND
 REAL ESTATE GROUP

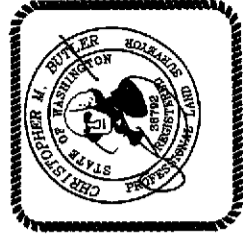
SITE NUMBER: 15724578
 ADDRESS: 22955 NORTH STARBIRD ROAD
 MT. VERNON, WA 98274
 SKAIGIT COUNTY, WA

BLACKDOT
 NATIONAL SURVEY SERVICE COORDINATION (N3)
GEOLINE
 SURVEYING, INC.
 1450 NW 14th Terrace, Suite A, Alachua, FL 32816
 Phone: (904) 329-9888
 WWW.GEOLINE.SURVEYING.COM

BUTLER SURVEYING, INC.
 701 W. PINEHURST AVENUE
 P.O. BOX 148, CHEHALIS, WA
 98532 (360) 748-8808
 DRAWN BY: CHB | CHECKED: CHB | JOB # 16-283

SURVEYOR'S NOTES
 1. BASIS OF BEARINGS: SHORT PLAT NUMBER PLO8-0078 AS RECORDED UNDER AUDITOR'S FILE NUMBER 200712170121, RECORDS OF SKAIGIT COUNTY, WASHINGTON.
 2. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. LOCATIONS OF UTILITIES SHOWN ON THIS SURVEY ARE OBSERVED EVIDENCE ONLY.
 3. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.
 4. ALL VISIBLE TOWER EQUIPMENT AND MARKERS ARE CONTAINED WITHIN THE DESCRIBED AREA.
SURVEYOR'S CERTIFICATION
 I HEREBY CERTIFY TO BLACK DOT CAPITAL AND REAL ESTATE GROUP, ITS SUCCESSORS AND/OR INSURANCE COMPANY THAT THIS IS MY BEST NATIONAL TITLE

BUTLER SURVEYING, INC.
 Date: 7-13-16



SHEET 1 OF 4 SHEETS

LEGEND

- Found corner as noted
- ⊕ Calculated position
- () Record description data
- [] Record survey data
- POC Point of Commencement

Reference surveys:
 1) J.E. Leonard, PLS 8992, AFN 8310010108 (1993)
 2) B.G. Lleser, PLS 22960, PLO1-0151, AFN 200105101174 (2001)
 3) J.A. Skedje, PLS 19645, PLO6-0078, AFN 200105170121 (2007)

Parent Parcel Information:
 Tax Lot Number: P17437
 Owner: Nonguard Revocable Living Trust
 Site Address: 22955 North Starbird Road, Mt. Vernon, WA 98274, Skagit County

Vesting deed: Sealed Warranty Deed recorded under Auditor's File Number 20100210188, Records of Skagit County, Washington.
 Flood zone designation: The subject property is located within mapped Flood Zone C (Areas of minimal flooding) as per FIRM Community-Panel Number 539151 0425 C, bearing an effective date of 01-03-1985.

Property zoning: The subject property is zoned RRV (Rural Reserve) as per the Skagit County, Washington zoning maps.
 Method of survey: Closed loop field traverse using a Topcon GTS-220 (200705) total station. This survey meets or exceeds precision requirements as set forth in WAC 332-130-090.

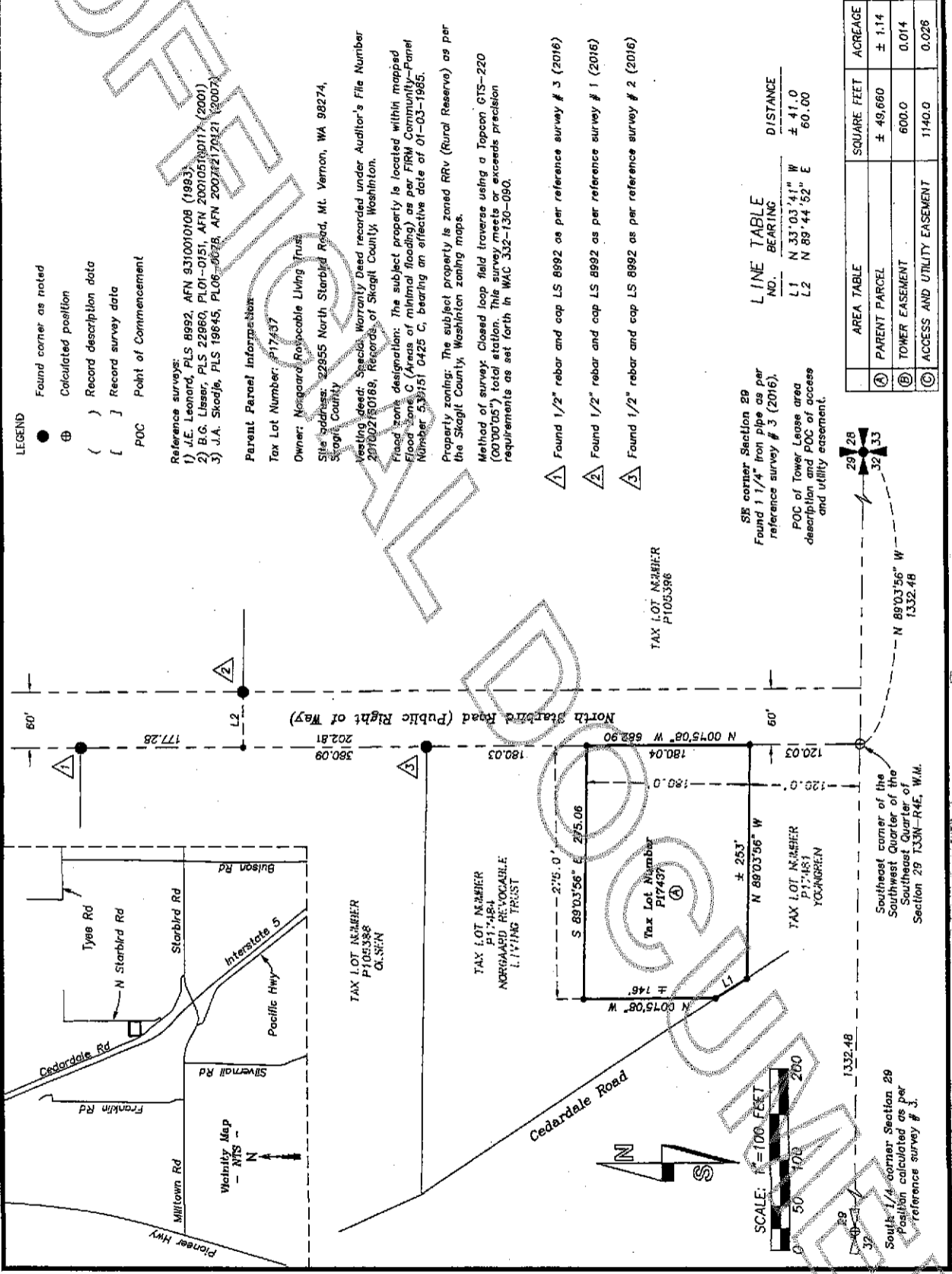
- △ Found 1/2" rebar and cap LS 8992 as per reference survey # 3 (2016)
- △ Found 1/2" rebar and cap LS 8992 as per reference survey # 1 (2016)
- △ Found 1/2" rebar and cap LS 8992 as per reference survey # 2 (2016)

LINE TABLE

NO.	BEARING	DISTANCE
L1	N 33° 03' 41" W	± 41.0
L2	N 89° 44' 52" E	60.00

AREA TABLE

AREA TABLE	SQUARE FEET	ACREAGE
(A) PARENT PARCEL	± 49,680	± 1.14
(B) TOWER EASEMENT	600.0	0.014
(C) ACCESS AND UTILITY EASEMENT	1140.0	0.026



South 1/4 corner Section 29
 Position calculated as per reference survey # 3.

AS-BUILT SURVEY
 IN SECTION 29, TOWNSHIP 33-NORTH,
 RANGE 4 EAST, WAJ SKEGIT
 COUNTY, WASHINGTON
 FOR BLACK DOT CAPITAL AND
 REAL ESTATE GROUP

STATE NAME: WASHINGTON
 STATE NUMBER: 80224576
 ADDRESS: 22860 NORTH STARBUIRD ROAD
 WILKINSON, WA 98744
 SKAGIT COUNTY, WA

BLACKDOT
 NATIONAL SURVEY BERTHOE COORDINATION BY
GEOLINE
SURVEYING, INC.
 1410 NW 10th Terrace, Suite A, Jensen, FL 32015
 (904) 447-7912
 WWW.GEOLINEINC.COM

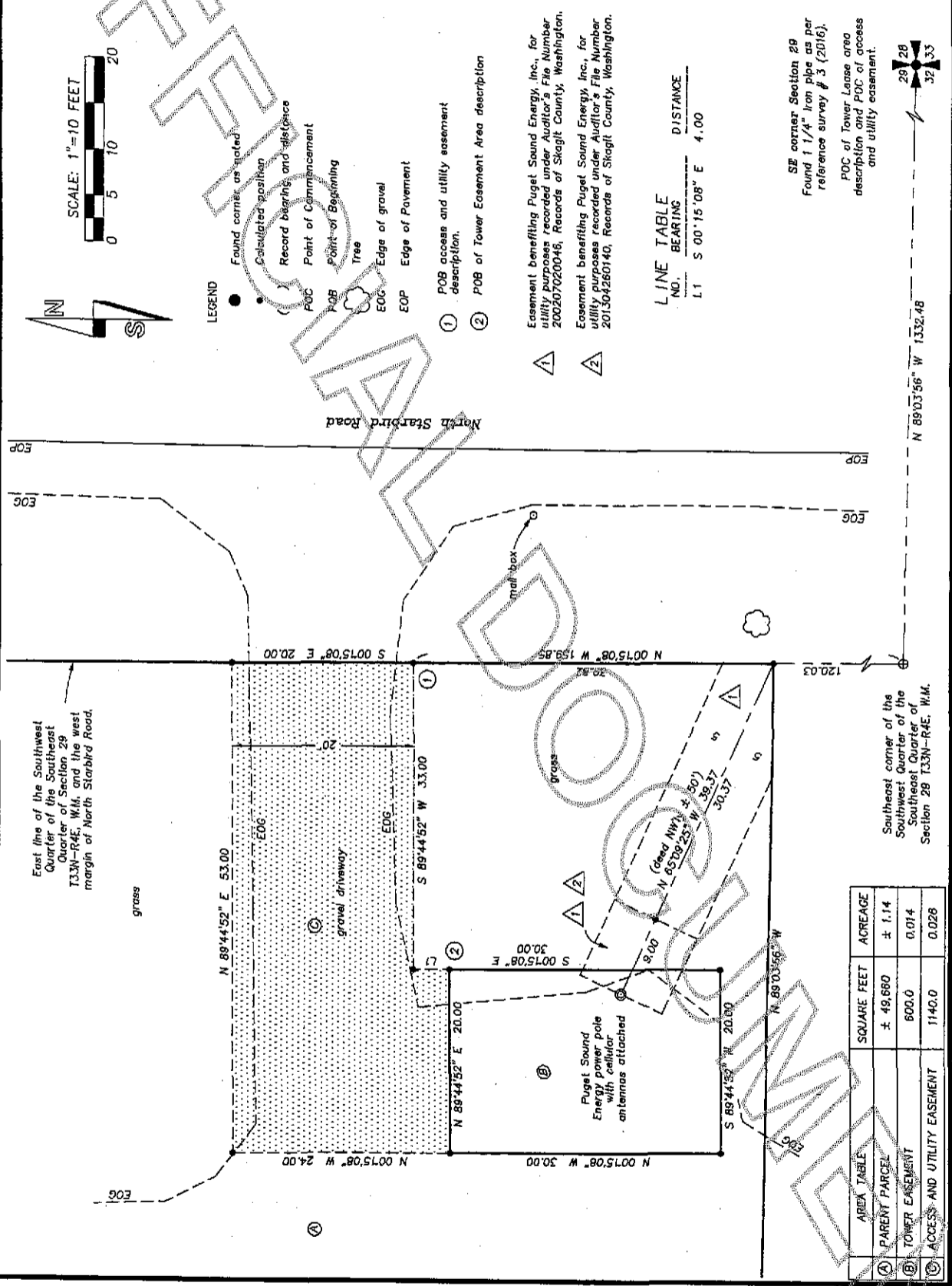
BUTLER SURVEYING INC.
 476 WY CHEHALIS AVENUE
 P.O. BOX 149, CHEHALIS, WA
 98532 (360) 748-8608
 DRAWN BY: CMB | CHECKED: CMB | JOB # 18-283

SURVEYOR'S NOTES
 1. BASES OF BEARINGS, SHORT PLAY NUMBER
 PL08-0078 AS RECORDED UNDER AUDITOR'S FILE
 201277012, RECORDS OF SKAGIT
 COUNTY, WASHINGTON.
 2. NO SUBSURFACE INVESTIGATION WAS
 CONDUCTED. UTILITIES SHOWN HEREON ARE LIMITED TO AND
 ARE PER OBSERVED EVIDENCE ONLY.
 3. THIS SURVEY DOES NOT REPRESENT A
 BOUNDARY SURVEY OF THE PARENT PARCEL.
 4. ALL METRIC TOWER EQUIPMENT AND
 MARKERS WERE OBTAINED WITHIN THE
 DESCRIBED AREA.
SURVEYOR'S CERTIFICATION
 I HEREBY CERTIFY TO: BLACK DOT CAPITAL AND
 REAL ESTATE GROUP, INC. AS SUCCESSORS AND/OR
 ASSIGNEES AND TO THE BEST NATIONAL TITLE
 INSURANCE COMPANY

BUTLER SURVEYING, INC.
 Date: 7-13-16



SHEET 2 OF 4 SHEETS



AREA TABLE	SQUARE FEET	ACREAGE
Ⓐ PARENT PARCEL	± 49,660	± 1.14
Ⓑ TOWER EASEMENT	600.0	0.014
Ⓒ ACCESS AND UTILITY EASEMENT	1140.0	0.026

Parent parcel description (as provided)

The North 180 feet of the South 300 feet of the East 275 feet of that portion of the South Half of the Southeast Quarter of Section 29, Township 33 North, Range 4 East, W.M., lying westerly of the existing County road running northerly and southerly across said premises along or near the North-South centerline of said South Half of the Southeast Quarter.

Situate in the County of Skagit, State of Washington.

Tower Easement Description (created by this office)

That portion of the Southwest Quarter of the Southeast Quarter of Section 29, Township 33 North, Range 4 East, W.M., in Skagit County, Washington described as follows:

COMMENCING at the southeast corner of said Section 29; thence N89°03'56"W along the south line of said Section 29 a distance of 1332.48 feet to the southeast corner of said subdivision and the west margin of said North Starbird Road as per Skagit County Short Plat Number PL06-0078 as recorded under Auditor's File Number 20072170121, Records of Skagit County, Washington; thence N00°15'08"W along the east line of said subdivision and said west margin a distance of 159.85 feet; thence S89°44'52"W a distance of 33.00 feet; thence S00°15'08"E parallel with said east line a distance of 4.00 feet to the Point of Beginning; thence continuing S00°15'08"E parallel with said east line a distance of 30.00 feet; thence S89°44'52"W a distance of 20.00 feet; thence N00°15'08"W parallel with said east line a distance of 30.00 feet; thence N89°44'52"E a distance of 20.00 feet to the Point of Beginning.

Containing 600.0 a.f. (0.014 acres), more or less

Access and Utility Easement Description (created by title office)

An easement for ingress, egress and utilities lying over, under and across that portion of the Southwest Quarter of the Southeast Quarter of Section 29, Township 33 North, Range 4 East, W.M., in Skagit County, Washington described as follows:

COMMENCING at the southeast corner of said Section 29; thence N89°03'56"W along the south line of said Section 29 a distance of 1332.48 feet to the southeast corner of said subdivision and the west margin of said North Starbird Road as per Skagit County Short Plat Number PL06-0078 as recorded under Auditor's File Number 20072170121, Records of Skagit County, Washington; thence N00°15'08"W along the east line of said subdivision and said west margin a distance of 159.85 feet to the Point of Beginning; thence S89°44'52"W a distance of 33.00 feet; thence S00°15'08"E parallel with said east line a distance of 4.00 feet; thence S89°44'52"W a distance of 20.00 feet; thence N00°15'08"W parallel with said east line a distance of 30.00 feet; thence N89°44'52"E a distance of 20.00 feet to the Point of Beginning.

Containing 1140.0 a.f. (0.026 acres), more or less

Notes regarding Schedule B of First American Title Insurance Company Commitment for Title Insurance, Commitment Order Number 111806 bearing an effective date of June 10, 2018 at 8:00 AM.

Schedule B - Section 1

Items A through H: No surveyable evidence of any effect upon the Tower Easement or Access and Utility easement was discovered by this survey.

Schedule B - Section 2 (general exceptions)

Items 1 and 2: No surveyable evidence of any effect upon the Tower Easement or Access and Utility easement was discovered by this survey.

Item 3: The Memorandum of Lease recorded under Auditor's File Number 200211130171 and subsequently modified by documents recorded under Auditor's File Number 20112120087, Records of Skagit County, Washington likely affect both the Tower Easement and Access and Utility easement, but the extent of any effect cannot be ascertained from the recorded documents due to the exhibit maps contained in both documents being unsurveyed and lacking retracable descriptions.

Items 4 and 5: No surveyable evidence of any effect upon the Tower Easement or Access and Utility easement was discovered by this survey.

Schedule B-1

Item A: No surveyable evidence of any effect upon the Tower Easement or Access and Utility easement was discovered by this survey.

Item B: The Memorandum of Easement recorded under Auditor's File Number 19881102010, the Skagit County Hearings Examiner's decision regarding the permitting of the tower site as recorded under Auditor's File Number 19891202004, and Memorandum of Assignment and Assumption Agreement recorded under Auditor's File Number 200409170120, Records of Skagit County, Washington likely affect both the Tower Easement and Access and Utility easement, but the extent of any effect cannot be ascertained from the record documents due to the exhibit maps contained in all three documents being unsurveyed and lacking retracable descriptions.

Item C: Easement benefiting Puget Sound Energy, Inc., for utility purposes recorded under Auditor's File Number 200207020046, Records of Skagit County, Washington is as on Pages 2 and 3 of this survey.

Item D: No surveyable evidence of any effect upon the Tower Easement or Access and Utility easement was discovered by this survey.

Item E: Easement benefiting Puget Sound Energy, Inc., for utility purposes recorded under Auditor's File Number 201304260140, Records of Skagit County, Washington is as on Pages 2 and 3 of this survey.

AS-BUILT SURVEY

IN SECTION 29, TOWNSHIP 33 NORTH, RANGE 4 EAST, W.M., SKAGIT COUNTY, WASHINGTON.

FOR: BLACK DOT CAPITAL AND REAL ESTATE GROUP

SITE NAME: STARBUCK ROAD
SITE NUMBER: 18224578
ADDRESS: 22266 NORTH STARBUCK ROAD
BL. VERGON, WA 98274
SKAGIT COUNTY, WA



NATIONAL ENERGY SERVICES CORPORATION BY:

GEOLINE SURVEYING, INC.
11430 NW 104th Terrace, Suite A, Aliso Viejo, CA 92615
WWW.GEOLINEINC.COM
(949) 462-1860

SURVEY MADE PERFORMED BY:

BUTLER SURVEYING, INC.
476 NW CHERHALS AVENUE
P.O. BOX 149, CHERHALS, WA 98632 (360) 748-8803



DRAWN BY: CAB | CHECKED: CAB | JOB # 16-283

SURVEYOR'S NOTES

1. BASIS OF BEARINGS: SHORT PLAT NUMBER PL06-0078 AS RECORDED UNDER AUDITOR'S FILE NUMBER 20072170121, RECORDS OF SKAGIT COUNTY, WASHINGTON.
2. NO SUBSURFACE INVESTIGATION WAS PERFORMED. SHOWN HEREIN ARE LOCATED TO AND ARE PER OBSERVED EVIDENCE ONLY.
3. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.
4. ALL VISIBLE TOWER EQUIPMENT AND SURVEY MARKS ARE CONTAINED WITHIN THE DESCRIBED AREA.

SURVEYOR'S CERTIFICATION
I HEREBY CERTIFY TO: BLACK DOT CAPITAL AND REAL ESTATE GROUP, ITS SUCCESSORS AND/OR INSURANCE COMPANY

BUTLER SURVEYING, INC.

Date: 7-13-18



EXHIBIT C

LEASE DESCRIPTIONS

That certain Option and Lease Agreement dated April 30, 2002, by and between Richard S. Norgaard and Barbara A. Norgaard, husband and wife, as Landlord, and AT&T Wireless Services of Washington, LLC, an Oregon limited liability company, as Tenant, for the property located at 22966 N. Starbird Road, Mount Vernon, WA 98274, for which a Memorandum of Lease was duly recorded on November 13, 2002, as Auditor's File No. 200211130171, of the Skagit County Auditor's Records, together with any amendments, modifications or assignments thereto or thereof.

That certain Site Lease Agreement dated March 24, 2004, by and between Richard S. Norgaard, an individual, and Barbara A. Norgaard, an individual, as Landlord, and Qwest Wireless, L.L.C., a Delaware limited liability company, as Tenant, for the property located at 22966 N. Starbird Road, Mount Vernon, WA 98274, together with any amendments, modifications or assignments thereto or thereof.