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Skagit County Auditor
11/28/2016 Page\$133.00
1 of 11 12:00PM

RETURN NAME & ADDRESS

Atlas Tower Holdings
4450 Arapahoe Ave. #100
Boulder, CO 80303
303.482.5041

Document Title: Access License

Reference Number:

Grantor(s):

☐ additional grantor names on page ____

1. ALFCO, LLC

2.

Grantee(s):

☐ additional grantee names on page ____

1. Atlas Tower Holdings, LLC

2.

Abbreviated legal description:

☒ full legal on page(s) 8

Gov't Lot 3, Sec. 30, Township 34 North, Range 4 East, W.H.,
EXCEPT the West 330 feet thereof.

Assessor Parcel / Tax ID Number:

☒ additional tax parcel number(s) on page 1

P28776 <EXHIBIT B>

P29209 <EXHIBIT C>

I, Lea Parks, am hereby requesting an emergency non-standard recording for an additional fee 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. Recording fee is \$73.00 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document

Signed

Lea Parks

Dated

11/21/2016

Access License

THIS ACCESS LICENSE ("Access License" or "License" or "Agreement") is made this 16th day of JULY, 2015, by and between ALFCO, LLC, a Washington limited liability company, with an address of 11857 Bay Ridge Drive, Burlington, Washington (hereinafter referred to as "Grantor"), and ATLAS TOWER HOLDINGS, LLC, a Colorado limited liability company, with an address of 4450 Arapahoe Ave., Suite 100, Boulder, CO 80303 (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, the Grantor is the owner of the following described Property:

Parcel ID: P28776
(See Exhibit "B")

WHEREAS, the Grantee is the lessee of ground space of the neighboring property:

Address: 16325 Dike Rd., Mt. Vernon, WA 98273
Parcel ID: P29209
(See Exhibit "C")

WHEREAS, Grantor wishes to grant to Grantee, including Grantee's tenants, subtenants, future assignees, and authorized personnel, a license for access and utilities to the neighboring property identified in Exhibit "C", across Grantor's Property for the benefit of the current and future parties hereto in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration the receipt of funds and of the terms and conditions set forth below, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants, conveys, agrees and covenants as follows:

1. **Grant of License.** Grantor hereby declares, grants and conveys a non-exclusive license for ingress, egress and utilities over and across the following described land. The area shown in the attached Exhibit A, as is more particularly described as:

The east twenty feet (20') of the of the real property described in the attached Exhibit B, bordered on the north by the north line of the real property described in the attached Exhibit B and bordered on the south by the westerly extension of the south line of the real property described in the attached Exhibit C. (the "License Area")

2. **Use / Purpose.** The License hereby granted and conveyed is for the purposes of construction, operation, repair, and maintenance of a gravel roadway for ingress, egress and utilities to the Grantee's leased property, which is a portion of the real property identified on Exhibit C, for the sole purpose of providing vehicle access and utilities to a cell tower to be constructed on Grantee's leased property. Grantee, at Grantee's sole expense, shall construct a gravel road through the License Area within ninety (90) days of

issuance of a building permit by Skagit County to Atlas tower and shall maintain the gravel road in good condition at all times.

Grantor reserves the right to use the surface of the License Area for any purpose which does not unreasonably interfere with the license hereby granted, including but not limited to, the right to grant other licenses on, under, over and across the License Area.

3. **Successors / Assigns.** The License is granted for the express purpose of providing access across the Grantor's Property and accordingly, this License shall be binding upon and inure to the benefit of the Grantor, its successors and assigns. Licensee shall have the right to assign Licensee's rights under this License to assignees, tenants and subtenants of Licensee.
4. **Consideration.** Grantee shall pay Grantor a one-time payment of Three Thousand and No/100's Dollars (\$3,000.00) within thirty (30) days of the issuance of a building permit from Skagit County to Atlas Tower for the purpose of constructing a communications tower on the parcel described in Exhibit C. Grantee will provide written notice to Grantor within five (5) days of issuance of such permit. Upon execution of this Agreement, and within thirty (30) days thereafter, Grantee shall reimburse Grantor for all attorneys fees incurred by Grantor in reviewing and executing this Agreement, up to a maximum of One Thousand Dollars (\$1,000.00).
5. **Termination.** This Agreement will run through the term of the cell tower lease for the real property identified in the attached Exhibit "C" unless otherwise terminated per the terms outlined herein. In the event that this Agreement is terminated for any reason, Grantee shall execute a termination of this Agreement suitable for recording with the Skagit County Auditor's office, immediately upon request of Grantor. This Agreement shall terminate automatically at the earlier of the date when: (i) Licensee's cell tower lease for the real property identified in the attached Exhibit "C" is terminated for any reason; or (ii) Licensee abandons use of the road identified in Exhibit "A". Abandonment shall be defined as failure to use the road identified in the Attached Exhibit "A" for a period of one year or more.
6. **Indemnification.** The Grantee agrees to indemnify, defend and hold harmless the Grantor, its parent company and other affiliates, successors, assigns, officers, directors, shareholders, agents and employees, from and against all claims and liabilities (including reasonable attorneys' and fees court costs) caused by or arising out of (i) Grantee's breach of any of its obligations, covenants, or warranties contained herein, and/or (ii) Grantee's acts or omissions with regard to this Agreement, and/or the acts or omissions of the Grantee's employees, assignees, tenants, subtenants, contractors, agents, members, managers, invitees or other persons whose presence on the Grantor's property arises out of or relates to this Agreement. Grantee shall immediately repair any damage to Grantor's property which damage arises out of or relates to use of the Grantor's real property by Grantee and/or Grantee's employees, assignees, tenants, subtenants, contractors, agents, members, managers, invitees or other persons whose presence on the Grantor's property arises out of or relates to this Agreement.
7. **Insurance.** Grantee shall insure against property damage and bodily injury arising by reason of occurrences on or about the License Area in the amount of not less than \$1,000,000. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other cell tower locations of Grantee and its corporate affiliates. All insurance policies required to be maintained by Grantee hereunder shall name Grantor as an additional named insured and be with insurance companies

reasonably approved by Grantor, authorized to do business in the State of Washington, and shall provide for cancellation only upon 10 days prior written notice to Grantor. Grantee shall provide evidence of such insurance coverage by delivering to Grantor a copy of all such policies or, at Grantee's option, certificates in lieu thereof issued by the insurance companies underwriting such risks.

8. **Notices:** Wherever in this Agreement it shall be required or permitted that notice or demand be given or served by either party, such notice or demand shall be given or served, and shall not be deemed to have been duly given or served, unless in writing and sent by certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Grantor:

Ken Reid
Facility Operations Manager
11857 Bay Ridge Drive
Burlington, WA 98233
(360) 419-3018 Direct

If to Grantee:

Nathan Foster
President and Managing Member
Atlas Tower Holdings, LLC
Boulder, CO 80303
(303) 448-8896

With copy to:
Skagit Law Group, PLLC
Attn: Craig Cammock
PO Box 336
Mount Vernon, WA 98273

All official notices shall be sent via registered mail with delivery confirmation. Such addresses may be changed from time to time by either party serving written notice to the other as above provided.

9. **Entire Agreement and Modification:** This Agreement represents the full and complete agreement between the parties regarding the subject matter hereof. The terms and conditions of this Agreement merge with and supersede any prior or contemporaneous, oral or written, statements or agreements. This Agreement may only be modified or amended by a written instrument signed by both parties hereto. The mutual covenants and agreements contained herein shall survive termination or rescission or cancellation of any other written agreement between the parties, and shall be enforceable under the terms contained herein.
10. **Further Assurances:** Grantee, at the request of Grantor, shall execute and deliver to Grantor any necessary instruments, agreements, and documents reasonably required by Grantor, and Grantee shall do such other acts as may be reasonably requested by Grantor, all to effect the purposes of this Agreement. Conversely, Grantor, at the request of Grantee, shall execute and deliver to Grantee any necessary instruments, agreements, and documents reasonably required by Grantee, and Grantor shall do such other acts as may be reasonably requested by Grantee, all to effect the purposes of this Agreement.
11. **Attorneys Fees.** If there is any legal proceeding between Grantor and Grantee arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in

any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

12. **Counterpart Agreements**: This Agreement may be executed in any number of counterparts.
13. **Construction**: Paragraph headings in this Agreement are inserted for convenience only, and shall not be considered a part of this Agreement, or used in its interpretation. Unless otherwise provided, or unless the context shall otherwise require, words importing the singular number shall include the plural number, words importing the masculine gender shall include the feminine gender, and vice versa. This Agreement shall not be construed against either party merely or solely because of the draftsmanship hereof.
14. **Governing Law**: This Agreement shall be construed in accordance with and governed by the laws of the State of Washington. The parties hereto stipulate and agree to the jurisdiction and venue of the Skagit County Superior Court for any disputes which arise out of or relate to this Agreement.
15. **Severance**: Should any portion of this Agreement be declared invalid and unenforceable, then such portion shall be deemed to be severed from this Agreement and shall not affect the remainder thereof.
16. **Binding Affect**: All the terms, conditions, reservations, covenants and restrictions of this Agreement shall survive and shall be binding upon and shall inure to the benefit of any successors and assigns, respectively, of each of the parties hereto.
17. **Brokers/Agents**: Grantee and Grantor represent that neither has engaged the services of a broker or agent, and any broker or agent fees incurred by Grantee and Grantor are to be paid by the respective party.

IN WITNESS WHEREOF, both Grantor and Grantee have executed this Agreement in duplicate as of the date last signed by a party hereto.

GRANTOR:
ALFCO, LLC

By: [Signature]
KEN REID, Its: Manager

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that KEN REID is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the MANAGER of ALFCO, 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: June 16, 2015

Lynnette K Nilsen
(Signature)

NOTARY PUBLIC

Lynnette K Nilsen

Print Name of Notary

My appointment expires: January 15, 2017



GRANTEE:

ATLAS TOWER HOLDINGS, LLC

By: [Signature] CFO ALC

Name: Evan Eschmeyer

Title: CFO

State of Colorado)
County of Boulder) ss

I certify that I know or have satisfactory evidence that Eschmeyer is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the CFO of ATLAS TOWER HOLDINGS, LLC, a Colorado limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

EVELYN BOWERS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20064000288
MY COMMISSION EXPIRES JANUARY 04, 2018

Dated: 7/8/15

[Signature]
(Signature)

NOTARY PUBLIC
Evelyn Bowers

Print Name of Notary
My appointment expires: 1/4/2018

Exhibit A ("Tower Site - Access License")

Exhibit B
Legal Description of Grantor's Property

Government Lot 3, Section 30, Township 34 North, Range 4 East, W.M., EXCEPT the West 330 feet thereof.

TOGETHER WITH

That portion of the East 832 feet of Government Lots 1 and 2, Section 30, Township 34 North, Range 4 East, W.M. lying South of that existing County Road known as the Kimble Road No. XCV; EXCEPT the following described tracts:

1. BEGINNING at the West $\frac{1}{4}$ of said Section 30;
thence North $1^{\circ}36'30''$ East along the West line of said Section 30, a distance of 1,387.43 feet to a point on the centerline of that County Road known as the Kimble Road No. XCV;
thence South $89^{\circ}57'21''$ East along the centerline of said County Road, a distance of 498.80 feet to the TRUE POINT OF BEGINNING of this description;
thence continuing South $89^{\circ}57'21''$ East along the centerline of said County Road a distance of 200 feet;
thence South $2^{\circ}01'24''$ West a distance of 150 feet;
thence North $89^{\circ}57'21''$ West a distance of 200 feet;
Thence North $2^{\circ}01'24''$ East a distance of 150 feet to the TRUE POINT OF BEGINNING of this description.
2. BEGINNING at the West $\frac{1}{4}$ corner of said Section 30;
thence North $1^{\circ}36'30''$ East along the West line of said Section 30, a distance of 1,387.43 feet to a point on the center line of the County Road;
Thence South $89^{\circ}57'21''$ East along the center line of said County Road, a distance of 890.39 feet to the TRUE POINT OF BEGINNING of this description;
thence South $2^{\circ}01'24''$ West 230 feet;
thence North $89^{\circ}57'21''$ West 220 feet;
thence North $2^{\circ}01'24''$ East 80 feet, more or less, to the South line of a tract conveyed to W.L. Williamson, et ux, by deed dated October 25, 1968, recorded April 7, 1972 under Auditor's File No. 766685;
thence South $89^{\circ}57'21''$ East 28.41 feet, more or less, to the Southeast corner of said Williamson tract;
thence North $2^{\circ}01'24''$ East along the East line of said Tract 150 feet to the centerline of the aforementioned County Road;
Thence South $89^{\circ}57'21''$ East along the centerline of said road 191.59 feet, more or less, to the TRUE POINT OF BEGINNING.
3. That portion of said East 832 feet conveyed to Elizabeth (Betty) J. Sward by Deed recorded under Skagit County Auditor's File No. 200307100092.
4. BEGINNING at the West $\frac{1}{4}$ corner of said Section 30,
thence North $1^{\circ}36'30''$ East along the West line of said Section 30 for a distance of 1,387.43 feet, more or less, to a point on the centerline of that County Road known as Dike Road (Previously Kimble Road No. XCV);
thence South $89^{\circ}57'21''$ East along the centerline of said County Road for a distance of 890.39 feet to the TRUE POINT OF BEGINNING;

thence South 2°01'24" West for a distance of 230.00 feet;
thence North 89°57'21" West for a distance of 220.00 feet;
thence North 2°01'24" East for a distance of 80.00 feet, more or less, to the South line of a tract of land conveyed to W.L. Williamson, et ux, by deed dated October 25, 1968 and recorded April 7, 1972 under Skagit County Auditor's File No. 766685;
thence North 89°57'21" West along said South line for a distance of 171.59 feet, more or less, to the Southwest corner of said Williamson tract, also being a point on the Easterly line of that certain boundary line adjustment to Elizabeth Sward, described on Quit Claim Deed recorded under Skagit County Auditor's File No. 200307100092, also being the Northwest corner of TDR Tract No. 91 shown on that certain Record of Survey map recorded under Skagit County Auditor's File No. 200701260137;
thence South 1°54'00" West along said East line of Elizabeth Sward boundary line adjustment recorded under Auditor's File No. 200307100092, also the West line of said TDR Tract No. 91 and 90 for a distance of 518.85 feet to the Southwest corner of said TDR Tract 90;
thence North 89°13'36" East along the South line of said TDR Tract 90 for a distance of 177.24 feet to the Southeast corner thereof, also being a point on the West line of TDR Tract 82;
thence South 1°08'24" West along said West line for a distance of 137.32 feet to the Southwest corner of said TDR Tract 82;
thence South 89°57'21" East along the South line of TDR Tracts 82, 83 and 84 for a distance of 482.94 feet to the Southeast corner of said TDR Tract 84;
thence North 1°01'48" East along the East line of TDR Tracts 84 and 87 or the East line extended for a distance of 803.38 feet, more or less, to a point on the centerline of said Dike Road at a point bearing South 89°57'21" East from the TRUE POINT OF BEGINNING;
thence North 89°57'21" West along said centerline for a distance of 257.77 feet, more or less, to the TRUE POINT OF BEGINNING.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

Exhibit C
Legal Description of Grantee's Leased Property

DK 3 N 607 FT OF SE1/4 NW1/4 W OF BRITTS SLO LESS TAX 123 124 128 129 & TR
TOGETHER WITH THAT PORTION OF THE SE1/4 NW1/4 OF SECTION 30, TWP 34, RNG 4
DESCRIBED AS FOLLOWS; BEGINNING AT A POINT ON THE WEST LINE OF SAID
SUBDIVISION WHICH IS 485.6 FEET NORTH OF THE SOUTHWEST CORNER THEREOF;
THENCE NORTH 253.4 FEET; THENCE EAST TO THE CENTER OF BRITT'S SLOUGH;
THENCE SOUTHERLY ALONG THE CENTER OF BRITT'S SLOUGH TO A POINT EAST OF
THE POINT OF BEGINNING; THENCE WEST TO THE POINT OF BEGINNING.