

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Sarah Kmiecik, Esq.
ATC Site No: 82941
ATC Site Name: Concrete WA
Assessor's Parcel No(s): P44018

Prior Recorded Lease Reference:

Document No: 9508140042
State of Skagit
County of Washington

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the 14th day of April, 2017 by and between **Sierra Pacific Industries, a California corporation**, successor by merger to Sierra Pacific Holding Company ("**Landlord**") and **Seattle SMSA L.P. d/b/a Verizon Wireless** ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

- 17/35/08 P44018
- Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Option and Lease Agreement dated February 24, 1994 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
 - American Tower.** Tenant and/or its parent, affiliates, subsidiaries and other parties identified therein, entered into a sublease agreement with **American Tower Delaware Corporation**, a Delaware corporation and/or its parents, affiliates and subsidiaries ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
 - Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be July 31, 2040. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on Exhibit A with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Right of First Refusal.** There is a right of first refusal in the Lease.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: P.O. Box 496014, Redding, CA 96049; to Tenant at: Verizon Wireless, Attn: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

Sierra Pacific Industries,
a California corporation, successor by merger to Sierra
Pacific Holding Company

Signature: [Signature]
Print Name: M. D. Emmertson
Title: CFO
Date: 2.3.17

Signature: [Signature]
Print Name: Gary Blanc
Signature: [Signature]
Print Name: Jeffery L. Keller

WITNESS AND ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State/Commonwealth of California

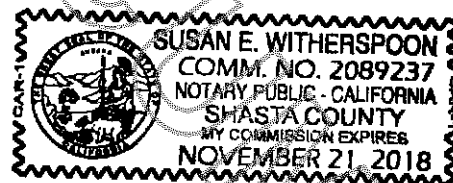
County of Shasta

On this 3rd day of February, 2017, before me, Susan E. Witherspoon the undersigned Notary Public, personally appeared M. D. Emmertson, Gary Blanc and Jeffery L. Keller who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) 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]
Notary Public
Print Name: Susan E. Witherspoon
My commission expires: 11-21-18



[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

Seattle SMSA L.P. d/b/a Verizon Wireless

By: American Tower Delaware Corporation,
a Delaware corporation

Title: Attorney-in-Fact

Signature: _____

Print Name: Shawn Lanier

Title: Vice President - Legal

Date: 4-11-2017

WITNESS

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 11th day of April, 2017, before me, Renee Byrd
the undersigned Notary Public, personally appeared Shawn Lanier
who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Renee Byrd
Notary Public

Print Name: _____

My commission expires: 4/27/2023



RENEE BYRD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 27, 2023

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Southeast Quarter of Section 17, Township 35 North, range 8 East, W.M., Skagit County, Washington.

Being Skagit County, WA Parcel Number P44018.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The Square footage of the Leased Premises shall be the greater of: (i) 3,000 square feet; (ii) Tenant's (and Tenants' customers') existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A 0.071 ACRE AREA BEING A PORTION OF PROPERTY RECORDED IN INSTR. #2006-221-35 IN THE RECORDING OFFICE OF SKAGIT COUNTY, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 8 EAST IN SKAGIT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 17, HAVING WASHINGTON, NORTH ZONE, STATE PLANE COORDINATES OF N-556,678.50', E-1,409,029.51'. SAID POINT ALSO BEING LOCATED N 77°25'46" E 5395.13 FEET FROM AN EXISTING 5/8" REBAR STAMPED LS21423 MARKING THE NORTHWEST CORNER OF THE SW1/4 OF THE SW1/4 OF SAID SECTION 17 HAVING WASHINGTON, NORTH ZONE, STATE PLANE COORDINATES OF N-555,504.29', E-1,403,763.71'; THENCE WITH THE EAST LINE OF SAID SECTION 17 S 01°15'14" W 2594.61 FEET TO THE SOUTH EAST CORNER OF SAID SECTION 17; THENCE N22°22'40" W 1704.31 FEET TO THE POINT OF BEGINNING; THENCE S 00°09'25" W 51.00 FEET TO A POINT; THENCE N 89°50'35" W 61.00 FEET TO A POINT; THENCE N 00°09'25" E 51.00 FEET TO A POINT; THENCE S 89°50'35" E 61.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.071 ACRES MORE OR LESS.

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

RESERVING NONEXCLUSIVE RIGHT OF USE ACROSS LESSOR'S PROPERTY FOR NECESSARY APPURTENANCES TO CONSTRUCT, OPERATE, AND MAINTAIN A COMMUNICATION FACILITY FOR ITEMS SUCH AS, BUT NOT LIMITED TO INGRESS, EGRESS, PARKING, VEHICULAR MANEUVERING, EQUIPMENT, AND UTILITIES.