

RETURN ADDRESS:

WHEN RECORDED RETURN TO:
OLD REPUBLIC TITLE
ATTN: POST CLOSING
530 SOUTH MAIN STREET
SUITE 1031
AKRON, OH 44311 ①
01-18045892
MCC



201812050060

12/05/2018 03:34 PM Pages: 1 of 21 Fees: \$218.00
Skagit County Auditor

Land Title and Escrow

01-169246-0

Document Title: Grant of Easement and Assignment of Lease

Reference Number(s) of March 20, 2003 at Instrument No. 200303200072
Related Documents:

Grantor(s) (Last Name, First & John H. Weppler and Diana M. Weppler, husband and wife; and
Middle Initial): James D. Weppler and Amy S. Weppler, husband and wife

Grantee(s) (Last Name, First & Crown Castle Towers 09 LLC, a Delaware limited liability
Middle Initial): company

Legal Description Ptn NW 1/4, 17-33-5 E W.M. (aka Tract 1 & 2, SP 36-80, AF
(Abbreviated form is acceptable) #198005230014) Full legal description found on pages 15, 19,
i.e. Section/Township/Range: 20, 21 of this document)

Assessor's Tax Parcel ID P18115, P18120
Number:

Site ID: Big Lake South (BUN 873601)

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.

Signature of Requesting Party

GRANT OF EASEMENT AND ASSIGNMENT OF LEASE

THIS GRANT OF EASEMENT AND ASSIGNMENT OF LEASE (the "Easement") is made effective this 21 day of November, 2018 ("Effective Date"), by and between **JOHN H. WEPPLER AND DIANA M. WEPPLER, husband and wife; and JAMES D. WEPPLER AND AMY S. WEPPLER, husband and wife** (hereinafter collectively referred to as "Grantor") and **CROWN CASTLE TOWERS 09 LLC, a Delaware limited liability company** ("Grantee").

1. **Description of Grantor's Property.** Grantor is the owner of that certain land and premises in Mount Vernon, County of Skagit, State of Washington, by Quit Claim Deed recorded on August 26, 2003, at Instrument No. 200308260121, in the Public Records of Skagit County, Washington, the description of said property is attached hereto as Exhibit "A" (hereinafter "Grantor's Property").

2. **Description of Easement.** For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto Grantee, its successors and assigns, for a ninety-nine (99) year term, an exclusive easement for the use of a portion of Grantor's Property, that portion being described as a one hundred (100) feet by one hundred (100) feet parcel within Grantor's Property (the "Easement Area"), as such Easement Area is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C-1" attached hereto. The Grantor also grants to Grantee, its successors and assigns, as part of this Easement, the following rights and interests: (i) a non-exclusive right-of-way for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along an approximately twenty (20) foot wide right-of-way extending from the nearest public right-of-way, together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes (the "Access Easement"), and (ii) a non-exclusive right-of-way with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes ("Utility Easement"). The Access Easement and Utility Easement are more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C-2" (hereinafter the term "Easement Area" shall be deemed to also include the Access Easement and Utility Easement unless stated to the contrary). In the event any public utility is unable or unwilling to use the above-described Access Easement, Grantor hereby agrees to grant an additional right-of-way, in form satisfactory to Grantee, either to Grantee or directly to the public utility at no cost and in a location acceptable to either Grantee or the public utility (the "Additional Access Easement"). For any such Additional Access Easement to be effective, such easement shall be recorded among the Public Records of Skagit County, Washington. Also, Grantor hereby grants to Grantee, its successors and assigns a non-exclusive construction and maintenance easement over any portion of Grantor's Property that is reasonably necessary, in Grantee's discretion, for any construction, repair, maintenance, replacement, demolition and removal related to the Permitted Use (defined below), and Grantee shall restore such portion of Grantor's Property to its original condition after its use of the construction and maintenance easement.

3. **Easement Area.** The Easement Area shall be used for constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna

Site Name: Big Lake South
BUN: 873601

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SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20185316

DEC 05 2018

Amount Paid \$ 7,125.⁰⁰
Skagit Co. Treasurer
By *MAM* Deputy

support structures, cabinets, meter boards, buildings, antennas, cables, equipment, and uses incidental thereto for Grantee's use and the use of its lessees, licensees, and/or sub-easement holders (the "Permitted Use"). It is the intent of the parties that Grantee's communications facilities shall not constitute a fixture. Grantor acknowledges that Grantor has no right to object to or approve any improvements to be constructed by Grantee on the Easement Area. If requested by Grantee, Grantor will execute, at Grantee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Easement Area, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Grantee in Grantee's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by Grantee. In furtherance of the foregoing, Grantor hereby appoints Grantee as Grantor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Grantor's behalf. Grantor shall be entitled to no further consideration with respect to any of the foregoing matters. Grantor shall take no action that would adversely affect the status of the Easement Area with respect to the Permitted Use.

4. **Easement Term.** This Easement and Grantee's rights and privileges hereunder shall be for a period of ninety-nine (99) years commencing upon the Effective Date and terminating on the ninety-nine (99th) anniversary thereof, unless Grantee earlier terminates this Easement as provided for herein.

5. **Purchase Price and Installment Payments.** The purchase price for this Easement ("Purchase Price") is being paid in installments (each an "Installment Payment") in accordance with the terms of that certain purchase price payment agreement of even date herewith (the "Payment Agreement"). Grantor and Grantee agree that all rights granted to Grantee in this Easement shall be fully effective in Grantee upon full execution of this Easement by both parties even though the Purchase Price will be paid in installments.

6. **Hazardous Materials.**

a) Grantee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, Grantee shall indemnify and hold Grantor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on the Easement Area if caused by Grantee or persons acting under Grantee. Grantee shall execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning Grantee's best knowledge and belief as to the presence of Hazardous Materials within the Easement Area.

b) Grantor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, Grantor shall indemnify and hold Grantee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without

limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Grantor's Property unless caused by Grantee or persons acting under Grantee. Grantor shall execute such affidavits, representations and the like from time to time as Grantee may reasonably request concerning Grantor's best knowledge and belief as to the presence of Hazardous Materials on Grantor's Property.

c) For purposes of this Easement, the term "Hazardous Material" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Materials.

7. **Insurance.** At all times, Grantee, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Grantee's business upon the Easement Area.

8. **Security of Grantee's Communications Facilities.** Grantee may construct a chain link or comparable fence around the perimeter of Grantee's communications facilities.

9. **Removal of Obstructions.** Grantee has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Grantee's use of the Easement Area. Grantee shall be responsible for disposing of any materials related to the removal of obstructions.

10. **Assignment of Lease Agreement.** The parties hereby acknowledge that certain Option and Land Lease dated August 17, 2001 by and between GoldenState Towers, LLC, as successor lessee to SBA Properties, Inc., a Florida corporation, and Grantor, as successor lessor to John H. Wepler and Diana M. Wepler, husband and wife ("Lease Agreement"), a memorandum of which was recorded on March 20, 2003 at Instrument No. 200303200072 in the Office of the Skagit County Recorder, Washington. Grantor hereby assigns to Grantee all of Grantor's right, title and interest in the Lease Agreement, including but not limited to, the right to amend the Lease Agreement: (i) to extend the term length; (ii) to increase the size of the leased premises within the Easement Area; and/or (iii) in any other manner deemed necessary by Grantee.

11. **Real Estate Taxes.** Grantor shall pay all real estate taxes on Grantor's Property; provided Grantee agrees to pay or reimburse Grantor for any documented increase in real estate taxes levied against Grantor's Property that are directly attributable to the presence of wireless communications facilities within the Easement Area. Grantor agrees to provide Grantee any documentation evidencing the increase and how such increase is attributable to Grantee's use. Grantee reserves the right to challenge any such assessment, and Grantor agrees to cooperate with Grantee in connection with any such challenge. In the event that Grantor fails to pay all real estate taxes on Grantor's Property prior to such taxes becoming delinquent, Grantee may, at its option, pay such real estate taxes (the "Delinquent Taxes") and Grantee shall have the right to collect the Delinquent Taxes from Grantor together with interest on the Delinquent Taxes at the rate of 12% per annum (calculated from the date Grantee pays the Delinquent Taxes until Grantor repays such sums due to Grantee) and shall have a lien against Grantor's Property with respect thereto.

12. **Waiver of Subrogation.** The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Easement Area or any other portion of Grantor's Property, including improvements and personal property located thereon, resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage regardless of whether or not, or in what amount, such insurance is now or hereafter carried by the parties.

13. **Enforcement.** In the event Grantor fails to cure any violation of the terms of this Easement within ten (10) days after written notice from Grantee, Grantee shall have the right to injunctive relief, to require specific performance of this Easement, to collect damages from Grantor, and to take such actions as may be necessary in Grantee's discretion to cure such violation and charge Grantor with all reasonable costs and expenses incurred by Grantee as a result of such violation (including, without limitation, Grantee's reasonable attorneys' fees). All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

14. **Limitation on Damages.** In no event shall Grantee be liable to Grantor for consequential, indirect, speculative or punitive damages in connection with or arising from this Easement, the Permitted Use or the Easement Area.

15. **Recording.** Grantor acknowledges that Grantee intends to record this Easement with the appropriate recording officer upon execution of this Easement. At Grantee's option, instead of recording this Easement, Grantor and Grantee will execute a memorandum of this Easement to be recorded with the appropriate recording officer.

16. **Hold Harmless.** Grantor hereby indemnifies, holds harmless, and agrees to defend Grantee against all damages asserted against or incurred by Grantee by reason of, or resulting from: (i) the breach by Grantor of, any representation, warranty, or covenant of Grantor contained herein or (ii) any negligent act or omission of Grantor, excepting however such damages as may be due to or caused by the acts of Grantee or its agents. Grantee hereby indemnifies, holds

harmless, and agrees to defend Grantor against all damages asserted against or incurred by Grantor by reason of, or resulting from: (i) the breach by Grantee of any representation, warranty, or covenant of Grantee contained herein or (ii) any negligent act or omission of Grantee, excepting however such damages as may be due to or caused by the acts of Grantor or its agents.

17. **Grantor's Covenant of Title.** Grantor covenants: (a) Grantor is seized of fee simple title to the Grantor's Property of which the Easement Area is a part and has the right and authority to grant this Easement; (b) that this Easement is and shall be free and clear of all liens, claims, encumbrances and rights of third parties of any kind whatsoever; (c) subject to the terms and conditions of this Easement, Grantee shall have quiet possession, use and enjoyment of the Easement Area; (d) there are no aspects of title that might interfere with or be adverse to Grantee's interests in and intended use of the Easement Area; and (e) that Grantor shall execute such further assurances thereof as may be required.

18. **Non-Interference.** From and after the date hereof and continuing until this Easement is terminated (if ever), Grantee and its lessees, licensees and/or sub-easement holders shall have the exclusive right to construct, install and operate communications facilities that emit radio frequencies on Grantor's Property. Grantor shall not permit (i) the construction, installation or operation of any communications facilities that emit radio frequencies on Grantor's Property other than communications facilities constructed, installed and/or operated on the Easement Area pursuant to this Easement or the Lease Agreement or (ii) any condition on Grantor's Property which interferes with Grantee's Permitted Use. Each of the covenants made by Grantor in this Section is a covenant running with the land for the benefit of the Easement Area and shall be binding upon Grantor and each successive owner of any portion of Grantor's Property and upon each person having any interest therein derived through any owner thereof.

19. **Eminent Domain.** If the whole or any part of the Easement Area shall be taken by right of eminent domain or any similar authority of law, the entire award for the value of the Easement Area and improvements so taken shall belong to the Grantee.

20. **Grantor's Property.** Grantor shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Easement Area or cause any communications facilities on the Easement Area to be in nonconformance with applicable local, state, or federal laws. Grantor covenants and agrees that it shall not subdivide the Grantor's Property if any such subdivision will adversely affect the Easement Area's compliance (including any improvements located thereon) with applicable laws, rules, ordinances and/or zoning, or otherwise adversely affects Grantee's ability to utilize Grantor's Property for its intended purposes. Grantor shall not initiate or consent to any change in the zoning of Grantor's Property or any property of Grantor contiguous to, surrounding, or in the vicinity of Grantor's Property, or impose or consent to any other restriction that would prevent or limit Grantee from using the Easement Area for the uses intended by Grantee.

21. **Entire Agreement.** Grantor and Grantee agree that this Easement contains all of the agreements, promises and understandings between Grantor and Grantee. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or Grantee in any

dispute, controversy or proceeding at law. Any addition, variation or modification to this Easement shall be void and ineffective unless made in writing and signed by the parties hereto.

22. **Construction of Document.** Grantor and Grantee acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party.

23. **Applicable Law.** This Grant of Easement and Rights-of-Way and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Easement is located. The parties agree that the venue for any litigation regarding this Agreement shall be Skagit County, Washington.

24. **Notices.** All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

If to Grantor:

John H. Weppler and Diana M. Weppler
James D. Weppler and Amy S. Weppler
20325 State Route 9
Mount Vernon, WA 98274

If to Grantee:

Crown Castle Towers 09 LLC
c/o Crown Castle USA Inc.
General Counsel
Attn: Legal Department – Real Estate
2000 Corporate Drive
Canonsburg, PA 15317

25. **Assignment.** The parties hereto expressly intend that the easements granted herein shall be easements in gross, and as such, are transferable, assignable, inheritable, divisible and apportionable. Grantee has the right, within its sole discretion, to sell, assign, lease, convey, license or encumber any of its interest in the Easement Area without consent. In addition, Grantee has the right, within its sole discretion, to grant sub-easements over any portion of the Easement Area without consent. Any such sale, assignment, lease, license, conveyance, sub-easement or encumbrance shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. An assignment of this Easement shall be effective upon Grantee sending written notice thereof to Grantor at Grantor's mailing address stated above and shall relieve Grantee from any further liability or obligation accruing hereunder on or after the date of the assignment.

Site Name: Big Lake South
BUN: 873601

26. **Partial Invalidity.** If any term of this Easement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Easement, which shall continue in full force and effect.

27. **Mortgages.** This Easement shall be subordinate to any mortgage given by Grantor which currently encumbers Grantor's Property including the Easement Area, provided that any mortgagee holding such a mortgage shall recognize the validity of this Easement in the event of foreclosure of Grantor's interest and Grantee's rights under this Easement. In the event that the Easement Area is or shall be encumbered by such a mortgage, Grantor shall obtain and furnish to Grantee a non-disturbance agreement for each such mortgage, in recordable form.

28. **Successors and Assigns.** The terms of this Easement shall constitute a covenant running with the Grantor's Property for the benefit of Grantee and its successors and assigns and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof. Any sale, mortgage, lease or other conveyance of Grantor's Property shall be under and subject to this Easement and Grantee's rights hereunder.

29. **Construction of Easement.** The captions preceding the Sections of this Easement are intended only for convenience of reference and in no way define, limit or describe the scope of this Easement or the intent of any provision hereof. Whenever the singular is used, the same shall include the plural and vice versa and words of any gender shall include the other gender. As used herein, "including" shall mean "including, without limitation." This document may be executed in multiple counterparts, each of which shall be deemed a fully executed original.

30. **Default.**

(a) Notice of Default; Cure Period. In the event that there is a default by Grantor or Grantee (the "Defaulting Party") with respect to any of the provisions of this Easement or Grantor's or Grantee's obligations under this Easement, the other party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have sixty (60) days in which to cure any default. The Defaulting Party shall have such extended periods as may be required beyond the sixty (60) day cure period to cure any default if the nature of the cure is such that it reasonably requires more than sixty (60) days to cure, and Defaulting Party commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effectuate any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.

(b) Consequences of Grantee's Default. In the event that Grantor maintains any action or effectuates any remedies for default against Grantee, resulting in Grantee's dispossession or removal, (i) the Installment Payments shall be paid up to the date of such dispossession or removal and (ii) Grantor shall be entitled to recover from Grantee, in lieu of any other damages, as liquidated, final damages, a sum equal to the next six months Installment Payments; however,

Grantee shall be relieved of any obligation to pay the remaining balance of the Purchase Price and Grantee shall not owe any Installment Payments (or interest) due after the date of dispossession or removal. In no event shall Grantee be liable to Grantor for consequential, indirect, speculative or punitive damages in connection with or arising out of any default.

(c) **Consequences of Grantor's Default.** In the event that Grantor is in default beyond the applicable periods set forth above, Grantee may, at its option, (i) terminate this Easement and be relieved of paying the remaining balance of the Purchase Price and performing all other obligations under this Easement, (ii) sue for injunctive relief, and/or sue for specific performance, and/or sue for damages, and/or (iii) perform the obligation(s) of Grantor specified in the default notice, in which case any expenditures reasonably made by Grantee in so doing shall be deemed paid for the account of Grantor, and Grantor agrees to reimburse Grantee for said expenditures upon demand or Grantee may elect to offset from the Installments Payments any amount reasonably expended by Grantee as a result of such default.

31. IRS Form W-9. Grantor agrees to provide Grantee with a completed IRS Form W-9 or its equivalent (the "W-9 Form") upon execution of this Easement and at such other times as may be reasonably requested by Grantee. Grantor's failure to provide the W-9 Form within thirty (30) days after Grantee's request shall be considered a default and Grantee may take any action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from the Installment Payments. In the event the Grantor's Property is transferred, the successor in interest to Grantor's rights under this Easement (the "Successor Grantor") shall have a duty to provide Grantee with a deed evidencing the transfer of the Grantor's Property, a completed W-9 Form signed by the Successor Grantor, and other related paperwork requested by Grantee (the "Transfer Documents") in order to effectuate a transfer in the payment of Installment Payments from Grantor to the Successor Grantor. Grantee shall have no obligation to pay Installment Payments to the Successor Grantor until Grantee receives the Transfer Documents.

32. Grantee's Right To Terminate. In the event that the Lease Agreement expires or terminates for any reason, Grantee shall have the unilateral right, but not the obligation, to terminate this Easement. Upon termination of this Easement, (i) Grantor may retain the Down Payment (as defined in the Payment Agreement) and any Installment Payments paid to Grantor prior to such termination and (ii) the parties shall have no further obligations to each other; provided, however, that (a) Grantee shall, within a reasonable time, remove all of its building(s), tower and above ground property and restore the surface of the Easement Area to its original condition, reasonable wear and tear excepted, and (b) Grantee shall pay the remaining balance of the Purchase Price to Grantor in accordance with the Payment Agreement. Said termination shall be effective upon Grantee providing written notice of termination to Grantor.

IN WITNESS WHEREOF, Grantor and Grantee, having read the foregoing and intending to be legally bound hereby, have executed this Grant of Easement and Assignment of Lease as of the day and year first written above.

IN WITNESS WHEREOF, Grantor and Grantee, having read the foregoing and intending to be legally bound hereby, have executed this Grant of Easement and Assignment of Lease as of the day and year first written above.

GRANTOR:

By: John H. Wepler

Print Name: John H. Wepler

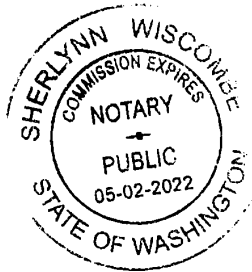
INDIVIDUAL

STATE OF Washington
COUNTY OF Skagit) SS.
)

I certify that I know or have satisfactory evidence that John H. Wepler is the person who appeared before me, and said person acknowledged that said person signed the foregoing Grant of Easement and Assignment of Lease to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: Nov 21st 2018

Notary Seal



Sherlynn Wiscombe
(Signature of Notary)

Sherlynn Wiscombe
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires: 05-02-2022

GRANTOR:

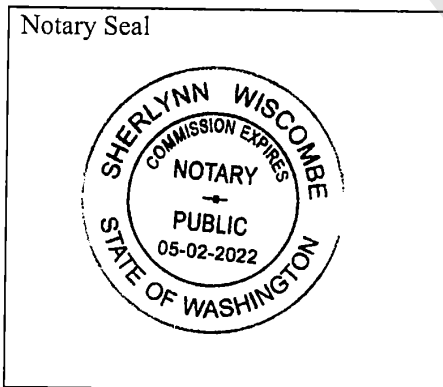
By: Diana M. Wepler
 Print Name: Diana M. Wepler

INDIVIDUAL

STATE OF Washington)
)SS.
 COUNTY OF Snohomish)

I certify that I know or have satisfactory evidence that Diana M. Wepler is the person who appeared before me, and said person acknowledged that said person signed the foregoing Grant of Easement and Assignment of Lease to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 21st of November 2018



Sherlynn Wiscombe
 (Signature of Notary)

Sherlynn Wiscombe
 (Legibly Print or Stamp Name of Notary)
 Notary Public in and for the State of Washington,
 My appointment expires: 05-02-2022

GRANTOR:

By: James D. Wepler
Print Name: James D. Wepler

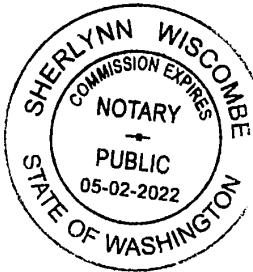
INDIVIDUAL

STATE OF Washington)
COUNTY OF Skagit)SS.

I certify that I know or have satisfactory evidence that James D. Wepler is the person who appeared before me, and said person acknowledged that said person signed the foregoing Grant of Easement and Assignment of Lease to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 21st of November 2018

Notary Seal

Sherlynn Wiscombe
(Signature of Notary)Sherlynn Wiscombe
(Legibly Print or Stamp Name of Notary)Notary Public in and for the State of Washington
My appointment expires: 05-02-2022

GRANTOR:

By: Amy S. Wepler
 Print Name: Amy S. Wepler

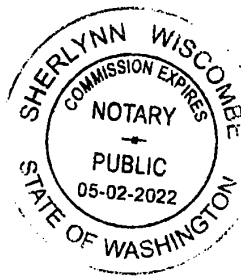
INDIVIDUAL

STATE OF Washington)
)SS.
 COUNTY OF Skagit)

I certify that I know or have satisfactory evidence that Amy S. Wepler is the person who appeared before me, and said person acknowledged that said person signed the foregoing Grant of Easement and Assignment of Lease to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 21st Day of November 2018

Notary Seal



Sherlynn Wiscombe

(Signature of Notary)

Sherlynn Wiscombe

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of Washington,

My appointment expires: 05-02-2022

GRANTEE

CROWN CASTLE TOWERS 09 LLC, a
Delaware limited liability company

By: [Signature]

Print Name: _____

Title: Helen V. Smith
Director Acquisition & Ops

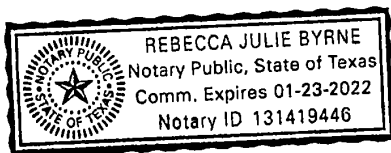
LIMITED LIABILITY COMPANY

STATE OF Texas)
)SS.
COUNTY OF Harris)

I certify that I know or have satisfactory evidence that Helen V. Smith is the person who appeared before me, and said person acknowledged that said person signed the foregoing Grant of Easement and Assignment of Lease, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Director, Acq Ops of CROWN CASTLE TOWERS 09 LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 11/27/18

Notary Seal



[Signature]
(Signature of Notary)
Rebecca Julie Byrne

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of Texas

My appointment expires: 01/23/22

EXHIBIT "A"
TO GRANT OF EASEMENT

[Description of Grantor's Property]

Tracts 1 and 2 of Short Plat No. 36-80, Revised, approved September 23, 1980 and recorded January 29, 1982, under Auditor's File No. 8201290042, records of Skagit County, Washington. (Being a portion of the Northwest ¼ of Section 17, Township 33 North, Range 5 East, W.M.)

Situate in the County of Skagit, State of Washington.

EXHIBIT "B"
TO GRANT OF EASEMENT

[Site sketch including access road to property]

EASEMENT SURVEY IN THE WEST 1/2 OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 5 EAST		SITE NAME: BIG LAKE SOUTH FOR: CROWN CASTLE		BUN: 873601 ADDRESS: 20448 STATE ROUTE 9 MT. VERNON, WA 98273 SEACUIT COUNTY		CC CROWN CASTLE 3330 TOWNSEND HWY, SUITE 200, CHANDLER, AZ 85227 NATIONAL SURVEY SERVICES COORDINATION BY:		GEOLINE SURVEYING, INC. 13420 NW 14th Street, Suite A, Aurora, IL 60015 Office: (847) 418-6000 Fax: (847) 462-8088 www.geoline-surveying.com		7690 Mineral Drive Suite 900 Coeur d'Alene, ID 83815 www.idsurvey.com Phone: (208) 772-6600		7690 Mineral Drive Suite 900 Coeur d'Alene, ID 83815 www.idsurvey.com Phone: (208) 772-6600		DATE: 12/05/2018 BY: JAS JAS		1. BASIS OF SURVEYOR'S NOTES ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 17. 2. NO SUBSURFACE INVESTIGATION WAS PERFORMED AND THEREFORE THE LOCATION OF ANY UNDEVELOPED HERETON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY. 3. ALL VISIBLE TOWER COMPONENTS AND ADJACENT AREAS WERE VISUALLY INSPECTED AND DESCRIBED AREAS, UNLESS OTHERWISE SHOWN HEREON. 4. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL. 5. ALL SYMBOLS DEPICTED ARE NOT TO SCALE.		SURVEYOR'S CERTIFICATION I HEREBY CERTIFY TO CROWN CASTLE AND CROWN REFUGEE NATIONAL TITLE INSURANCE COMPANY		h2 Surveying Joshua A Bagley - Washington 42705 LAND SURVEYOR Date of Survey: 7/2/18 Date of Last Revision: 12/05/2018 SHEET 1 OF 3	
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Site Information

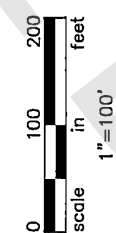
Site Name - Big Lake South
BUN - 873601
Flood Zone Designation - C
Zoning - Rural Resource
Parcel Number - P18120
Deed Recorded - Inst. No. 200308260121
Land Owner - John H. Weppeler and Diana M.
Weppeler, husband and wife,
and James D. Weppeler and
Amy S. Weppeler, husband and
wife
Site Address - 20448 State Route 9
Mt. Vernon, WA 98273

PARCEL NUMBER
P18137

LINE TABLE

LINE	BEARING	LENGTH
L1	S 63°21'22" E	326.32
L2	S 73°06'37" E	100.00
L3	S 16°53'23" W	100.00
L4	N 73°6'37" W	100.00
L5	N 16°53'23" E	100.00
L6	N 1°53'09" E	135.29
L7	N 7°07'46" E	185.66
L8	N 12°55'34" E	233.66
L9	N 16°22'29" E	285.12
L10	N 15°46'56" E	145.68
L11	N 75°48'52" E	16.24
L12	S 1°00'48" E	20.54
L13	S 1°53'09" W	126.77
L14	S 7°07'46" W	183.73
L15	S 12°55'34" W	232.05
L16	S 16°22'29" W	284.62
L17	S 15°46'56" W	134.23
L18	S 73°06'37" E	19.49
L19	S 16°53'23" W	12.53
L20	N 73°06'37" E	36.84
L21	S 70°15'19" E	153.05

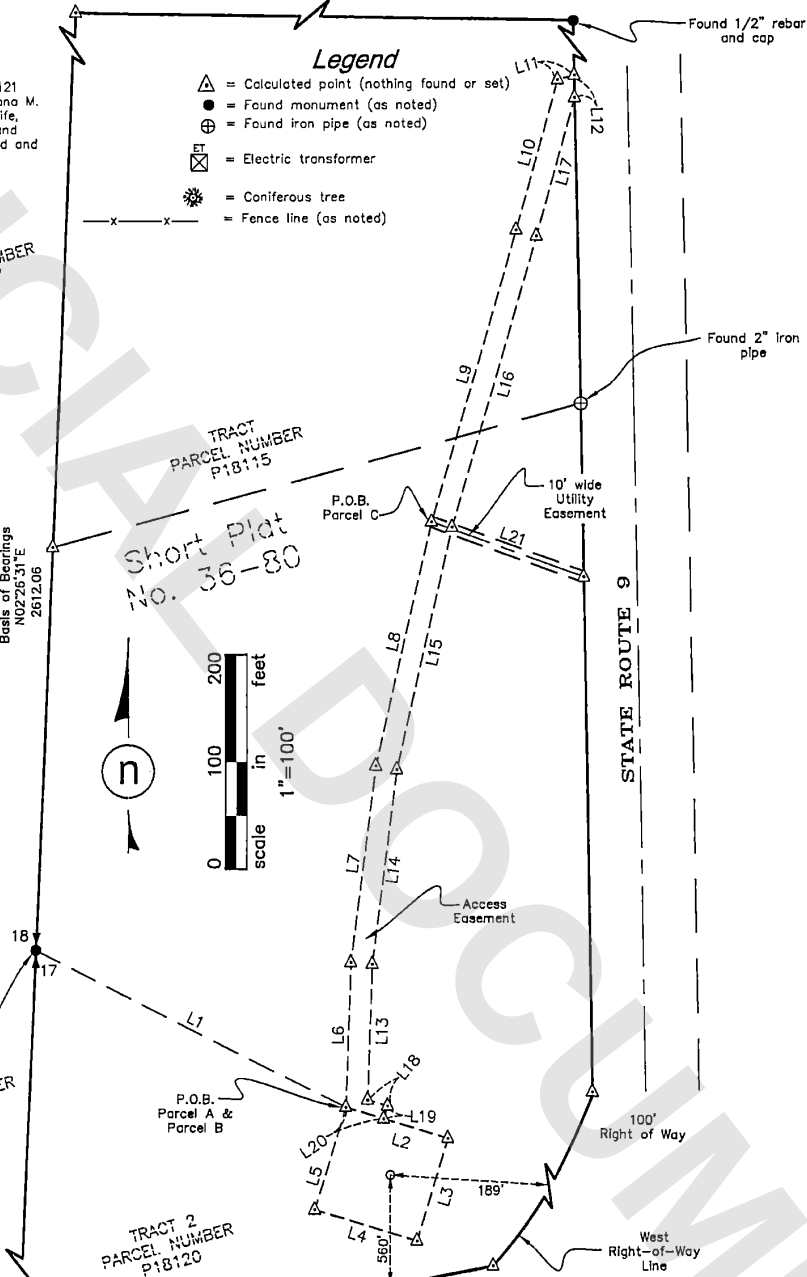
Basis of Bearings
N02°26'31"E
2612.05



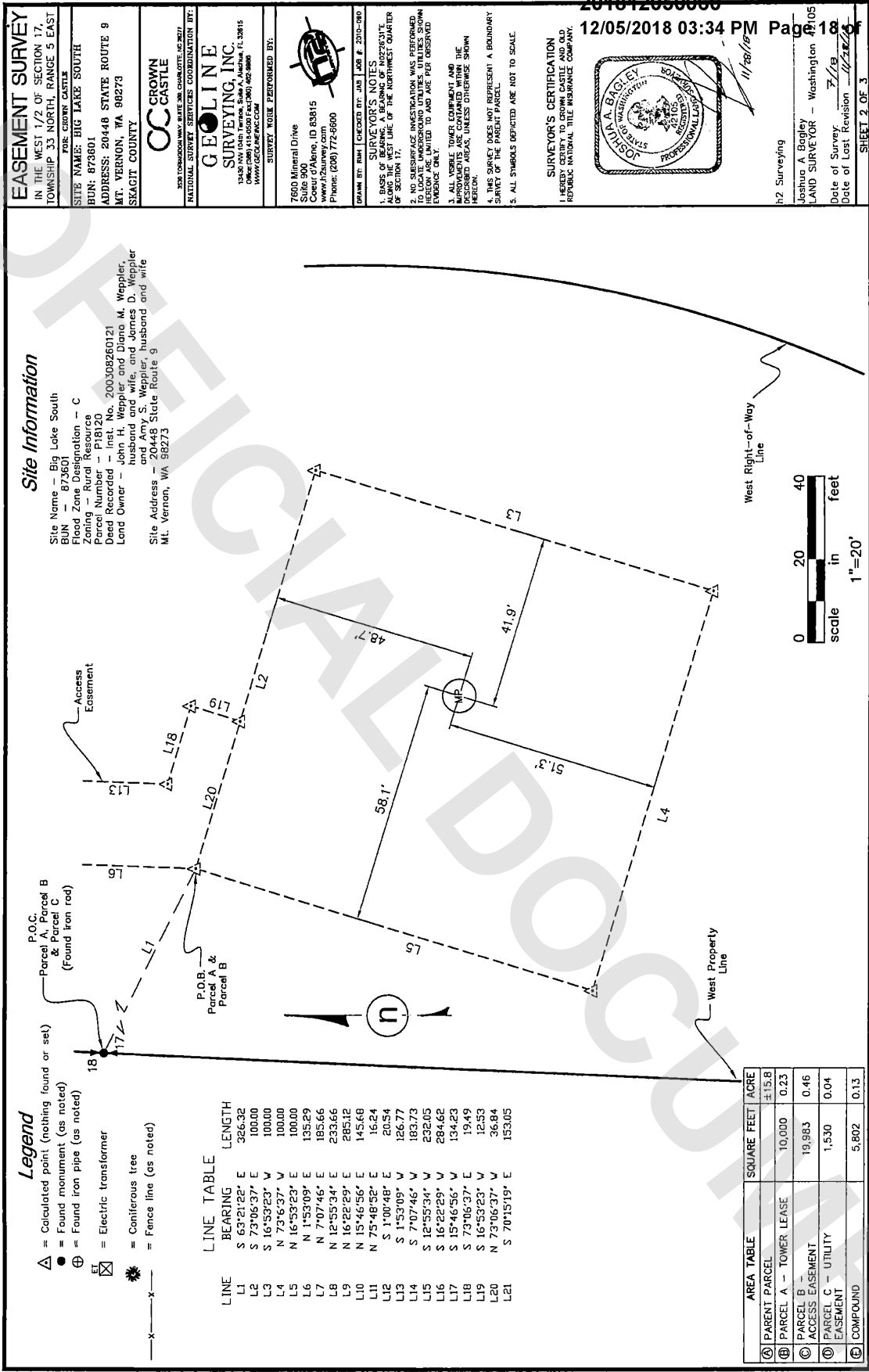
Vicinity Map
NOT TO SCALE

Legend

- △ = Calculated point (nothing found or set)
- = Found monument (as noted)
- ⊕ = Found iron pipe (as noted)
- ⊠ = Electric transformer
- ☼ = Coniferous tree
- x — = Fence line (as noted)



AREA TABLE	SQUARE FEET	ACRE
Ⓐ PARENT PARCEL		±15.8
Ⓑ PARCEL A - TOWER LEASE	10,000	0.23
Ⓒ PARCEL B - ACCESS EASEMENT	19,983	0.46
Ⓓ PARCEL C - UTILITY EASEMENT	1,530	0.04
Ⓔ COMPOUND	5,802	0.13



EASEMENT SURVEY
IN THE WEST 1/2 OF SECTION 17,
TOWNSHIP 33 NORTH, RANGE 5 EAST

FOR: CROWN CASTLE
SITE NAME: BIG LAKE SOUTH
BUN - 873601
ADDRESS: 20448 STATE ROUTE 9
MT. VERNON, WA 98273
SKAGIT COUNTY

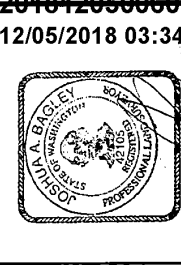
CC CROWN
320 TOWNSEND HWY. SUITE 300 CHANLOTTE, NC 28207
NATIONAL SURVEY SERVICES COORDINATION RT:

GEOLINE
SURVEYING, INC.
13430 NW 15th Street, Suite A, Andover, FL 32015
(407) 922-1100
WWW.GEOLINEINC.COM

7600 Mineral Drive
Suite 900
Coeur d'Alene, ID 83815
www.geolineinc.com
Phone: (208) 772-6600

DATE: 11/26/18
DRAWN BY: BMM, CHECKED BY: JAM, JOB # 2018-080
SURVEYOR'S NOTES
1. BASIS OF SURVEY: A BEARING OF N02°26'31"E ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 17.
2. NO SUBSURFACE INVESTIGATION WAS CONDUCTED TO DETERMINE THE DEPTHS OF UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.
3. ALL VISIBLE TOWER EQUIPMENT AND STRUCTURES ARE SHOWN AS THEY EXIST AT THE TIME OF SURVEY.
4. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARCEL PARCELS.
5. ALL SYMBOLS DEPICTED ARE NOT TO SCALE.

SURVEYOR'S CERTIFICATION
I, JOSHUA A. BAGLEY, A LICENSED SURVEYOR, DO HEREBY CERTIFY THAT I AM THE SURVEYOR OF RECORD FOR THIS SURVEY AND THAT I AM A MEMBER OF THE NATIONAL TIE INSURANCE COMPANY.



11/26/18
J2 Surveying
Joshua A. Bagley
LAND SURVEYOR - Washington 18000
Date of Survey: 11/18/18
Date of Last Revision: 11/26/18
SHEET 2 OF 3

Site Information

Site Name - Big Lake South
BUN - 873601
Flood Zone Designation - C
Zoning - Rural Resource
Parcel Number - P18120
Deed Record - 200308260121
Land Owner - John H. Weppeler and Diana M. Weppeler, husband and wife, and James D. Weppeler and Amy S. Weppeler, husband and wife
Site Address - 20448 State Route 9
MT. Vernon, WA 98273

Legend

- △ = Calculated point (nothing found or set)
- = Found monument (as noted)
- ⊕ = Found iron pipe (as noted)
- ET ⊕ = Electric transformer
- ☼ = Coniferous tree
- x— = Fence line (as noted)

LINE TABLE

LINE	BEARING	LENGTH
L1	S 63°21'22" E	326.32
L2	S 73°06'37" E	100.00
L3	S 16°53'23" W	100.00
L4	N 73°6'37" E	100.00
L5	N 16°53'23" E	100.00
L6	N 1°53'09" E	135.29
L7	N 7°07'46" E	185.66
L8	N 12°55'34" E	233.66
L9	N 16°22'29" E	285.12
L10	N 15°46'56" E	145.68
L11	N 73°48'52" E	16.24
L12	S 1°00'48" E	20.54
L13	S 1°53'09" W	126.77
L14	S 7°07'46" W	183.73
L15	S 12°55'34" W	232.05
L16	S 16°22'29" W	284.62
L17	S 15°46'56" E	134.23
L18	S 73°06'37" E	19.49
L19	S 16°53'23" W	12.53
L20	N 73°06'37" W	36.84
L21	S 70°15'19" E	153.05

AREA TABLE	SQUARE FEET	ACRE
(A) PARENT PARCEL	±15.8	
(B) PARCEL A - TOWER LEASE	10,000	0.23
(C) PARCEL B - ACCESS EASEMENT	19,983	0.46
(D) PARCEL C - UTILITY EASEMENT	1,530	0.04
(E) COMPOUND	5,802	0.13



EXHIBIT "C-1"
TO GRANT OF EASEMENT

[Description of Easement Area]

A parcel of land located in the West Half of Section 17, Township 33 North, Range 5 East, Willamette Meridian, Skagit County, Washington, more particularly described as follows:

Commencing at the west quarter corner of said Section 17, from which the northwest corner of said Section 17, bears North 02°26'31" East, a distance of 2612.06 feet;

thence South 63°21'22" East, a distance of 326.32 feet to the **Point of Beginning**;

thence South 73°06'37" East, a distance of 100.00 feet;

thence South 16°53'23" West, a distance of 100.00 feet;

thence North 73°06'37" West, a distance of 100.00 feet;

thence North 16°53'23" East, a distance of 100.00 feet to the **Point of Beginning**;

Containing 10,000 square feet or 0.23 acres, more or less

(Being a portion of Tract 2 of Short Plat No. 36-80, Revised, approved September 23, 1980 and recorded January 29, 1982, under Auditor's File No. 8201290042, records of Skagit County, Washington).

Situate in the County of Skagit, State of Washington.

EXHIBIT "C-2"
TO GRANT OF EASEMENT

[Description of Access Easement Area and Utility Easement Area]

ACCESS EASEMENT

A parcel of land located in the West Half of Section 17, Township 33 North, Range 5 East, Willamette Meridian, Skagit County, Washington, more particularly described as follows:

Commencing at the west quarter corner of said Section 17, from which the northwest corner of said Section 17, bears North 02°26'31" East, a distance of 2612.06 feet;

thence South 63°21'22" East, a distance of 326.32 feet to the **Point of Beginning**;

thence North 01°53'09" East, a distance of 135.29 feet;

thence North 07°07'46" East, a distance of 185.66 feet;

thence North 12°55'34" East, a distance of 233.66 feet;

thence North 16°22'29" East, a distance of 285.12 feet;

thence North 15°46'56" East, a distance of 145.68 feet;

thence North 75°48'52" East, a distance of 16.24 feet to the west right-of-way line of State Route 9;

thence South 01°00'48" East along the said west right-of-way line of State Route 9, a distance of 20.54 feet;

thence South 15°46'56" West leaving the said west right-of-way line of State Route 9, a distance of 134.23 feet;

thence South 16°22'29" West, a distance of 284.62 feet;

thence South 12°55'34" West, a distance of 232.05 feet;

thence South 07°07'46" West, a distance of 183.73 feet;

thence South 01°53'09" West, a distance of 126.77 feet;

thence South 73°06'37" East parallel to the north line of the tower area, a distance of 19.49 feet;

thence South 16°53'23" West, a distance of 12.53 feet to a point on the northerly line of the tower area;

thence North 73°06'37" West along the northerly line of the tower area, a distance of 36.84 feet to the **Point of Beginning**;

Containing 19,983 square feet or 0.46 acres, more or less

(Being a portion of Tracts 1 and 2 of Short Plat No. 36-80, Revised, approved September 23, 1980 and recorded January 29, 1982, under Auditor's File No. 8201290042, records of Skagit County, Washington).

Situate in the County of Skagit, State of Washington.

UTILITY EASEMENT

A strip of land 10 feet wide, across a parcel of land located in the West Half of Sections 17, Township 33 North, Range 5 East, Willamette Meridian, Skagit County, Washington, being 5 feet wide on each side of the following described centerline, more particularly described as follows:

Commencing at the west quarter corner of said Section 17, from which the northwest corner of said Section 17, bears North 02°26'31" East, a distance of 2612.06 feet;

thence South 63°21'22" East, a distance of 326.32 feet;

thence North 01°53'09" East, a distance of 135.29 feet;

thence North 07°07'46" East, a distance of 185.66 feet;

thence North 12°55'34" East, a distance of 233.66 feet to the **Point of Beginning**;

thence South 70°15'19" East, a distance of 153.05 feet to the west right-of-way of State Route 9 and Point of Terminus;

Lengthen and shorten the sidelines of said strip so as to terminate on the west right-of-way of State Route 9.

Containing 1,530 square feet or 0.04 acres, more or less

(Being a portion of Tract 2 of Short Plat No. 36-80, Revised, approved September 23, 1980 and recorded January 29, 1982, under Auditor's File No. 8201290042, records of Skagit County, Washington).

Situate in the County of Skagit, State of Washington

Site Name: Big Lake South
BUN: 873601