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06/24/2019 12:06 PM Pages: 1 of 7 Fees: \$204.00
Skagit County Auditor

PREPARED BY:

Morgan Lewis & Bockius LLP
One Federal Street
Boston, Massachusetts 02110

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:)**

TitleVest)
110 East 42 Street, 10th Floor)
New York, NY 10017)
Attn: Joseph Mangus)
FA NA 689138)

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 24 2019

Amount Paid \$
Skagit Co. Treasurer
By *BT* Deputy

Space above for Recorder's Use

Assessor's Parcel No: P17437 P17484
52 SE 29133104

**ASSIGNMENT OF EASEMENT AND
ASSIGNMENT OF LEASE**

This Assignment of Easement and Assignment of Lease (this "Assignment") dated [May 23, 2019] (the "Effective Date") is by and between UNITY LEASING LLC, f/k/a CSL LEASING LLC, a Delaware limited liability company ("Assignor"), having a mailing address of 10801 Executive Center Drive, Shannon Building, Suite 100, Little Rock, Arkansas 72211 and WIRELESS PROPCO, LLC, a Delaware limited liability company ("Assignee"), having a mailing address of c/o Melody Investment Advisers LP, 717 Fifth Avenue, 12th Floor, New York, New York 10022, Attention: Chester Dawes..

WHEREAS, pursuant to that certain Easement and Assignment of Lease Agreement 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, as Grantor, and Assignor, as Grantee, dated August 26, 2016 and recorded on August 26, 2016 as Instrument No. 201608260209 with the Skagit County Auditor (the "Original Easement and Assignment"), Assignor holds a Telecom Easement and Access Agreement (the Telecom Easement and Access Agreement are referred to herein collectively as the "Easements") in, to,

under and over certain Property located at 22966 N. Starbird Road, Mount Vernon, Washington, as more particularly described on Exhibit A attached hereto and in the Original Easement and Assignment; and

WHEREAS, pursuant to the Original Easement and Assignment. Assignor is the current landlord or lessor under a certain existing unrecorded telecommunications lease ("Lease"), as more particularly described in Exhibit C to the Original Easement and Assignment; and

WHEREAS Assignor intends to sell, assign, set over, convey and transfer to Assignee all of Assignor's right, title and interest in and to the Easement and the Lease;

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. **Defined Terms.** Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Original Easement and Assignment.
2. **Assignment of Easement and Assignment of Lease.** Assignor hereby assigns, grants and conveys to Assignee all of its rights, title and interests in, under and to the Original Easement and Assignment, including, without limitation, its rights, title and interests in and to (a) the Easements and (b) the Lease.
3. **Assumption of Easement and Assumption of Lease.** Assignee hereby assumes all obligations of the Grantee under the Original Easement and Assignment, including, without limitation, the obligations of the landlord, lessor and/or owner, as specified under the Lease, except to the extent that the Grantor under the Original Easement and Assignment expressly retained any such obligations pursuant to the Original Easement and Assignment.
4. **Other Agreements:** Assignor and Assignee agree to cooperate and promptly execute any and all other agreements and documents reasonably required to effect the assignment and assumption of the Original Easement and Assignment as provided herein.
5. **Benefits:** This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns. Nothing express or implied in this Assignment is intended to confer upon any person, other than the Parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.
6. **Captions:** The captions of this Assignment are made for convenience only and shall not control or affect the meaning or construction of any provision of this Assignment.
7. **Counterparts:** This Assignment may be executed in counterpart, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
8. **Governing Law:** This Assignment shall be interpreted, and the rights and liabilities of the Parties shall for all purposes be governed by and construed and enforced in accordance with, the laws of the State of Washington applicable to agreements executed, delivered and performed within said State.

[Signatures on following page]

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

ASSIGNOR:

UNITI LEASING LLC, f/k/a CSL Leasing LLC,
a Delaware limited liability company

By: 
Name: Daniel Heard
Its: Manager

[Signatures continue on following pages]

State of Arkansas

County of Pulaski

I certify that I know or have satisfactory evidence that Daniel Heard (name of person) 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 (type of authority, e.g., officer, trustee, etc.) of Uniti Leasing LLC and CBL Leasing LLC (name of party on behalf of whom instrument was executed) to be the free and voluntary act of such party for the uses and purposes mentioned in the instruction.

Dated: May 20, 2019

(Seal or stamp)



Shannon Karpoft
Signature
Notary
Title

My appointment expires: 6-16-2024

[Signatures continue on following page]

ASSIGNEE:

WIRELESS PROPCO, LLC,
a Delaware limited liability company

By: 
Name: Daniel Heard
Its: Manager

[Signatures continue on following pages]

State of Arkansas

County of Pulaski

I certify that I know or have satisfactory evidence that Daniel Heard (name of person) 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 (type of authority, e.g., officer, trustee, etc.) of Wireless Propros, LLC (name of party on behalf of whom instrument was executed) to be the free and voluntary act of such party for the uses and purposes mentioned in the instruction.

Dated: May 10, 2019

(Seal or stamp)



Shannon Karpoff
Signature
Notary

Title

My appointment expires: 6-16-2026

Exhibit ALegal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SKAGIT, STATE OF WA, 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 SRS 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.

Being the same property conveyed to Philip Long and Colleen Long, husband and wife, from 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 Statutory Warranty Deed dated December 8, 2016 and recorded December 12, 2016 in Instrument No. 201612120092.

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.

Being a portion of the same property conveyed to Richard S. Norgaard and Barbara A. Norgaard, as Trustees of the Revocable Living Trust dated October 23, 2008 from Richard S. Norgaard and Barbara A. Norgaard, husband and wife by Special Warranty Deed dated March 8, 2009 and recorded February 16, 2010 in Instrument No. 201002160169.

P17437 and P17484