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Skagit County Auditor

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Emily Lacy, Esq.
ATC Site No: 310510
ATC Site Name: Rebar
Assessor's Parcel No(s): P43416

REVIEWED BY	
SKAGIT COUNTY TREASURER	
DEPUTY	<u>[Signature]</u>
DATE	<u>5-3-21</u>

Prior Recorded Lease Reference:

Document No: 201602160080
State of Washington
County of Skagit

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **Sierra Pacific Land & Timber Company**, a California corporation ("**Landlord**") and **American Tower Asset Sub, LLC**, a Delaware limited liability company ("**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).

- 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 Communications Site Lease Agreement (Ground) dated July 24, 1997 (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. SW 05/35/08
- 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 June 30, 2060. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
- 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.

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4. **Right of First Refusal.** There is a right of first refusal in the Lease.
5. **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 shall cooperate with Tenant to complete and execute any government or transfer tax forms necessary for the recording of this Memorandum, and such cooperation shall not be unreasonably withheld, delayed, or conditioned upon additional consideration. An unreasonable delay as mentioned in the preceding sentence shall be a time period which exceeds fifteen (15) days after receipt of such a request to cooperate.
6. **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: Sierra Pacific Industries, Attn: Lands Division, PO Box 496014, Redding, CA 96049; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, 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.
7. **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.
8. **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]

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

LANDLORD

Sierra Pacific Land & Timber Company, a California corporation
By: Sierra Pacific Industries, a California corporation, its Manager

Signature: [Signature]
Print Name: M.D. Emmerson
Title: Chairman and CFO
Date: 10/1/19

2 WITNESSES

Signature: [Signature]
Print Name: Gary Blane
Signature: [Signature]
Print Name: Mimi Hill

ALL CAPACITY ACKNOWLEDGMENT

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 of California

County of Shasta

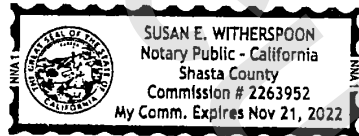
On October 1, 2019, before me, Susan E. Witherspoon, personally *Notary Public*
Chairman and CFO (print name of notary)

appeared M.D. Emmerson, 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 behalf of 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]
Signature of officer



[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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TENANT

American Tower Asset Sub, LLC
a Delaware limited liability company
Signature: *Carol Maxime*
Print Name: Carol Maxime
Title: _____
Date: Senior Counsel, US Tower
5/29/2020

WITNESS

Signature: _____
Print Name: *Gina Nguyen*
Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts
County of Middlesex

On this 29th day of May, 2020, before me, the undersigned Notary Public, personally appeared Carol Maxime, Senior counsel, 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.

Bich Nooc Gina Thi Nguyen
Notary Public
Print Name: _____
My commission expires: _____



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.

All of Section 5, Township 35 North, Range 8 East, W.M., EXCEPT the South ½ of the Southwest ¼; AND EXCEPT that certain 100 foot strip as conveyed to the Seattle and Northern Railway Company by deed recorded January 15, 1900 in Volume 40 of Deeds, page 258.

Situate in the County of Skagit, State of Washington.

Being Skagit County, Washington APN: P43416

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) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

THAT PORTION OF THE SOUTH HALF OF THE NORTH HALF OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 8 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBES AS FOLLOWS:

BEGINNING AT A WASHINGTON STATE DEPARTMENT OF TRANSPORTATION SURVEY MARK DESIGNATION GP29020-39 (DETAILED DESCRIPTION ON FILE WITH WASHINGTON STATE DEPARTMENT OF TRANSPORTATION GEOGRAPHIC SERVICES), FROM WHICH NATIONAL GEODETIC SURVEY CONTROL POINT DESIGNATION K61 (DETAILED DESCRIPTION ON FILE WITH NATIONAL GEODETIC SURVEY) BEARS SOUTH 87°10'07" WEST A GRID DISTANCE OF 68,526.01 FEET; THENCE NORTH 37°31'10" WEST A GRID DISTANCE OF 7,242.89 FEET TO THE POINT OF BEGINNING; THENCE NORTH 51°32'17" WEST A DISTANCE OF 58.67 FEET; THENCE NORTH 38°27'43" EAST, 15.00 FEET; THENCE SOUTH 51°32'17" EAST, 11.67 FEET; THENCE NORTH 38°27'43" EAST, 27.00 FEET; THENCE SOUTH 51°32'17" EAST, 45.00 FEET; THENCE SOUTH 38°27'43" WEST, 45.00 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 2235 SQUARE FEET MORE OR LESS.

And:

THAT PORTION OF THE SOUTH HALF OF THE NORTH HALF OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 8 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBES AS FOLLOWS:

BEGINNING AT A WASHINGTON STATE DEPARTMENT OF TRANSPORTATION SURVEY MARK DESIGNATION GP29020-39 (DETAILED DESCRIPTION ON FILE WITH WASHINGTON STATE DEPARTMENT OF TRANSPORTATION GEOGRAPHIC SERVICES), FROM WHICH NATIONAL GEODETIC SURVEY CONTROL POINT DESIGNATION K61 (DETAILED DESCRIPTION ON FILE WITH NATIONAL GEODETIC SURVEY) BEARS SOUTH 87°10'07" WEST A GRID DISTANCE OF 68,526.01 FEET; THENCE NORTH 37°31'10" WEST A GRID DISTANCE OF 7,242.89 FEET; THENCE NORTH 38°27'43" EAST A DISTANCE OF 45.00 FEET; THENCE NORTH 51°32'17" WEST, 17.83 FEET TO THE POINT OF BEGINNING; THENCE NORTH 51°32'17" WEST, 15.00 FEET; THENCE NORTH 38°27'43" EAST, 7.58 FEET; THENCE SOUTH 51°32'17" EAST, 15.00 FEET; THENCE SOUTH 38°27'43" WEST, 7.58 FEET TO THE POINT OF BEGINNING

CONTAINING APPROXIMATELY 114 SQUARE FEET MORE OR LESS

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EXHIBIT A (Continued)

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.

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