

**RETURN ADDRESS:**

Crown Castle  
Attn: Post-Closing Department  
8020 Katy Freeway  
Houston, TX 77024

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Josie L. Bear  
DATE 07/30/2021

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**Document Title:** Memorandum of Option and Ground Lease Agreement

**Reference Number(s) of Related Documents:** None.

**Lessor(s):** Edison Fields, LLC, a Washington limited liability company

**Lessee:** CROWN CASTLE TOWERS 06-2 LLC, a Delaware limited liability company

**Legal Description:** Ptns S1/2 NW1/4 and N1/2 SW1/4 4-35-3, Skagit Cty, WA

**Assessor's Tax Parcel ID Number:** P33793 / 350304-2-002-0006

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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.

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Signature of Requesting Party

**MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT**

This Memorandum of Option and Ground Lease Agreement is made effective this 21 day of June, 2020 by and between EDISON FIELDS, LLC, a Washington limited liability company (hereinafter referred to as "Lessor") and CROWN CASTLE TOWERS 06-2 LLC, a Delaware limited liability company (hereinafter referred to as "Lessee").

**RECITALS**

Lessor and Lessee entered into that certain Option and Ground Lease Agreement dated as of June 21, 2020 (the "Agreement"). Lessor and Lessee desire to execute this Memorandum for the purpose of placing third parties on record notice of a right and option created and granted to Lessee with respect to the property described herein.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the Recitals, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Pursuant to the Agreement, Lessee has the right and option ("Option"), exercisable at any time during the one (1) year period following the date of the Agreement ("Option Period"), to exercise such option in the manner set forth in the Agreement, which provides Lessee with an exclusive and irrevocable right to lease a portion of Lessor's property ("Lessor's Property"), described on **Exhibit "A"** attached hereto and made a part hereof for all purposes, consisting of approximately Two Thousand Five Hundred (2,500) square feet ("Leased Premises"), together with the following easements appurtenant to the Leased Premises: a thirty (30) feet wide access and utility easement extending from the Leased Premises to the nearest public right of way or public utility easement, as more particularly described in the Agreement.

2. If the Option is not exercised or terminated by Lessee during the Option Period, the Option shall be automatically extended for four (4) additional one (1) year periods, unless the Option is exercised or terminated by Lessee in accordance with the terms of the Agreement.

3. If the Option is exercised, the initial term of the Lease shall extend for a period of twenty-five (25) years. The initial term will automatically extend for three (3) additional terms of twenty-five (25) years each unless Lessee elects not to extend the term in accordance with the terms of the Agreement.

4. By the Agreement, Lessor granted to Lessee the right of first refusal to purchase all, or a portion, of the Lessor's Property on the following terms:

5. If, during the Option Period or the Lease Term, Lessor receives an offer to purchase, make a loan, or give any consideration in exchange for any of the following interests in all or a portion of the Leased Premises: (i) fee title, (ii) a perpetual or other easement, (iii) a lease, (iv) any present or future possessory interest, (v) any or all portions of Lessor's interest in this Agreement including rent or (vi) an option to acquire any of the foregoing, Lessor shall provide written notice to Lessee of said offer ("Lessor's Notice"). Lessor's Notice shall include the

prospective buyer's name, the purchase price being offered, and other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Lessor's Property is to be sold, a description of said portion. Lessee shall have a right of first refusal to purchase, at its election and on the terms and conditions as in Lessor's Notice a fee simple interest in Lessor's Property or Leased Premises or a perpetual easement for the Leased Premises. If the Lessor's Notice is for more than the Leased Premises and Lessee elects to purchase in fee or acquire a perpetual easement in only the Leased Premises, the terms and conditions of said acquisition shall be the same terms and conditions as in Lessor's Notice but the purchase price shall be pro-rated on an acreage basis. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may sell the property described in the Lessor's Notice. If Lessee declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance. The Agreement also grants Lessee has the exclusive right to construct, install and operate wireless communications facilities that emit radio frequencies on Lessor's Property. Lessor agrees that it will not permit the construction, installation or operation on Lessor's Property of (i) any additional wireless communications facilities or (ii) any equipment or device that interferes with Lessee's use of the Leased Premises for a wireless communications facility.

6. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. Defined terms used in this Memorandum and not otherwise defined herein shall have the meanings given to such terms in the Agreement.

8. A copy of the Agreement is on file with Lessor and Lessee.

[Execution Pages Follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Lessor and Lessee have caused this Memorandum to be duly executed on the day and year first written above.

**LESSOR:**

EDISON FIELDS, LLC, a Washington limited liability company

By: Greg Hinton  
 Print Name: Greg Hinton  
 Title: member

STATE OF WA )  
 ) SS.  
 COUNTY OF Whatcom )

I certify that I know or have satisfactory evidence that Greg Hinton is the person who appeared before me, and said person acknowledged that said person signed this Memorandum of Option and Ground Lease Agreement, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Member of EDISON FIELDS, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 6/16/2020

Notary Seal

NOTARY PUBLIC  
 STATE OF WASHINGTON  
 DIANA C. CHALLENGER  
 Lic. No. 10510  
 My Appointment Expires  
 SEPTEMBER 15, 2022

Diana C Challenger  
 (Signature of Notary)  
Diana C Challenger  
 (Legibly Print or Stamp Name of Notary)  
 Notary Public in and for the State of WA  
 My appointment expires: 9/15/2022

**LESSEE:**

CROWN CASTLE TOWERS 06-2 LLC, a  
Delaware limited liability company

By: \_\_\_\_\_

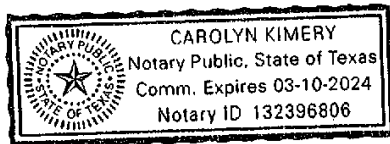
Print Name: Lori LopezTitle: Sr. REA Transaction Manager

STATE OF Texas )  
COUNTY OF Harris )SS.

I certify that I know or have satisfactory evidence that Lori Lopez is the person who appeared before me, and said person acknowledged that said person signed this Memorandum of Option and Ground Lease Agreement, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Sr. REA Trans Mgr of CROWN CASTLE TOWERS 06-2 LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 6/21/2021

Notary Seal



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of TexasMy appointment expires: 3/10/2024

**EXHIBIT A**  
**(Legal Description of Lessor's Property)**

Situate in the City of Bow, County of Skagit, State of Washington, described as follows:

The South Half of the Northwest Quarter and the North Half of the Southwest Quarter in Section 4, Township 35 north, Range 3 East of the Willamette Meridian;

EXCEPT roads and drainage ditch rights-of-way;

AND EXCEPT that portion, if any, lying South of the North line of the South 80 acres of said Southwest Quarter in Section 4.