

UPON RECORDING, RETURN TO:

Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
1501 Main Street, Suite 310
Columbia, South Carolina 29201

Document Title: Memorandum of Site Lease Agreement

Reference # (if applicable): N/A

Grantor(s):

1. Sadighmehr, Bahman
2. Sadighmehr, Dana L.

Grantee(s):

1. DISH Wireless L.L.C.

Abbreviated Legal Description:

Full legal on page(s) 5

Lot B of Anacortes Short Plat ANA-03-002, recorded under AF#200306200023, being a portion of the NE1/4 and SW1/4, Section 4, Township 34 North, Range 2 East, W.M., except that portion lying southerly of state highway route 20 thereof.

Assessor's Tax Parcel ID: P19911

Site Number: SESEA00415A
Market: Seattle

NZS

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STATE OF WASHINGTON

COUNTY OF SKAGIT

MEMORANDUM OF SITE LEASE AGREEMENT

This Memorandum of Site Lease Agreement ("Memorandum") is made this 7 day of OCTOBER, 2021, between BAHMAN SADIGHMEHR and DANA L. SADIGHMEHR, husband and wife, having an address of 8674 S March's Point Road, Anacortes, Washington 98221 ("Landlord"), and DISH Wireless L.L.C., a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 ("Tenant," and together with Landlord, the "Parties," each a "Party").

1. Landlord and Tenant entered into a Site Lease Agreement (the "Agreement") on October 7, 2021 for an initial term of sixty (60) months, commencing on the Commencement Date (as defined below). The Initial Term shall automatically renew for up to four (4) additional terms of sixty (60) months each. However, Tenant may, in Tenant's sole and absolute discretion, elect not to renew the lease at the end of the then-current term by giving Landlord written Notice at least ninety (90) days prior to the end of the then-current term. The Commencement Date is defined as the first (1st) day of the month following the commencement of Tenant's Installation.
2. Landlord is the owner of the that certain parcel of real property more particularly described in Exhibit A and commonly known as 8674 S March's PT RD, Anacortes, Washington 98221 (the "Property"). Pursuant to the Agreement, Landlord has leased to Tenant a portion of the Property consisting of an approximately 625 square feet parcel (the "Lease Area"), together with a non-exclusive right of way and easement for ingress and egress and for the installation of lines, wires, cables, circuits, conduits, poles, and associated equipment, improvements, fixtures and appurtenances for utility and similar services, over, under and along a twelve feet (12') wide area extending from the nearest public right of way to the Lease Area (together with any additional easements or rights of way described in the Agreement, the "Easements"). The Lease Area and Easements are initially described in Exhibit B, attached hereto and made a part hereof, and are collectively referred to as the "Premises".
3. Landlord has granted a right of first refusal to Tenant as more particularly described in the Agreement.
4. The purpose of this Memorandum is to give record notice of the Agreement and the rights of the Parties created thereby, all of which are hereby confirmed. The terms, covenants and provisions of the Agreement are hereby incorporated by reference into this Memorandum and shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

[SIGNATURES TO FOLLOW]

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dlr

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date first above written.

Landlord:

BAHMAN SADIGHMEHR and DANA L. SADIGHMEHR,
husband and wife

By: 

Name: BAHMAN SADIGHMEHR

Date: 9-9-2021

By: 

Name: DANA L. SADIGHMEHR

Date: 9-9-2021

Tenant:

DISH WIRELESS L.L.C.

By: 

Name: Dave Mayo

Its: EVP

Date: 10/7/2021

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LANDLORD ACKNOWLEDGEMENT(S)

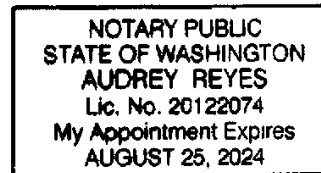
STATE OF Washington
 COUNTY OF Skagit

Before me, Audrey Reyes, the undersigned Notary Public, personally appeared **BAHMAN SADIGHMEHR**, with whom I am personally acquainted (or whose identity was proven to me on the basis of satisfactory evidence), who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this 9th day of September, 2021.

Audrey Reyes
 NOTARY PUBLIC

My Commission Expires:
Aug. 25, 2024
 (NOTARIAL SEAL)



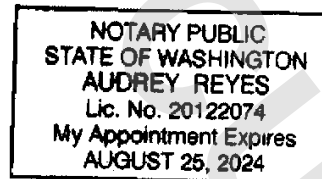
STATE OF Washington
 COUNTY OF Skagit

Before me, Audrey Reyes, the undersigned Notary Public, personally appeared **DANA L. SADIGHMEHR**, with whom I am personally acquainted (or whose identity was proven to me on the basis of satisfactory evidence), who acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this 9th day of September, 2021.

Audrey Reyes
 NOTARY PUBLIC

My Commission Expires:
Aug. 25, 2024
 (NOTARIAL SEAL)



TENANT ACKNOWLEDGEMENT

STATE OF Colorado
COUNTY OF Arapahoe

Before me, Miriam M Simpson, a Notary Public, personally appeared Dave Mayo, the EVP of DISH WIRELESS L.L.C., with whom I am personally acquainted (or whose identity was proven to me on the basis of satisfactory evidence), who acknowledged that he/she, being authorized to do so, executed the foregoing instrument on behalf of the company for the purpose therein contained.

Witness my hand and seal this 7 day of October, 2021.

Miriam M Simpson
NOTARY PUBLIC

My Commission Expires:

8-21-25

(NOTARIAL SEAL)

MIRIAM MIMI SIMPSON
Notary Public
State of Colorado
Notary ID # 20094018901
My Commission Expires 08-21-2025

EXHIBIT A

"Lot B of ANACORTES SHORT PLAT NO. ANA-03-002, approved June 16, 2003, recorded June 20, 2003 under Auditor's File No. 200306200023, being a portion of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 4, Township 34 North, Range 2 East, W.M.,

EXCEPT that portion lying Southerly of Highway State Route 20.

Situate in the City of Anacortes, County of Skagit, State of Washington"

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EXHIBIT B

