

**RETURN ADDRESS:**

New Cingular Wireless PCS, LLC  
c/o Post Closing – Recording  
8020 Katy Freeway  
Houston, TX 77024

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**Document Title:** Memorandum of First Amendment to Tower Lease Agreement

**Reference Number(s) of Related Documents:** Original Lease Unrecorded

**Landlord(s):** Irene Varhaug, an unmarried woman

**Tenant(s):** New Cingular Wireless PCS, LLC, a Delaware limited liability company

**Legal Description:** (See Exhibit A) Tract 3-A, revised, Skagit County Short Plat No. 71-76, (the original short plat being entitled, "Alpine Meadows")

**Assessor's Tax Parcel ID Number:** P32828

**Site ID:** Guemes (BUN 855658)

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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

**MEMORANDUM OF FIRST AMENDMENT TO  
TOWER LEASE AGREEMENT**

This Memorandum of First Amendment to Tower Lease Agreement is made effective this 17 day of May, 2023 by and between IRENE VARHAUG, \_\_\_\_\_ (hereinafter referred to as "Landlord") and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCATT LLC, a Delaware limited liability company (hereinafter referred to as "Tenant").

1. Edwin Varhaug and Irene Varhaug, husband and wife (collectively "Original Landlord") and Simmons Cellular of Washington, Inc. ("Original Tenant") entered into a Tower Lease Agreement dated January 28, 1994 (the "Lease"), whereby Original Tenant leased certain real property, together with access and utility easements, located in Skagit County, Washington from Original Landlord (the "Premises"), all located within certain real property owned by Original Landlord ("Landlord's Property"). Landlord's Property, of which the Premises is a part, is more particularly described on Exhibit A attached hereto.

2. Irene Varhaug is currently the Landlord under the Lease as the current owner of Landlord's Property, as more fully set forth in the Fiduciary's Deed recorded in the official records of Skagit County, Washington ("Official Records") on December 15, 2006 at Instrument No. 200612150113.

3. New Cingular Wireless PCS, LLC is currently the Tenant under the Lease as successor in interest to the Original Tenant.

4. The Lease had an initial term that commenced on July 1, 1994 and expired on June 30, 1999 ("Initial Term"). The Lease, as amended, together with all extensions, whether set renewals or in holdover, provides for a final extension that expires on June 30, 2029 ("Existing Term").

5. Landlord and Tenant have entered into a First Amendment to Tower Lease Agreement (the "First Amendment"), of which this is a Memorandum, providing for five (5) additional extensions of five (5) years each beyond the Existing Term (each additional extension is referred to as an "Additional Renewal Term"). Pursuant to the First Amendment, the final Additional Renewal Term expires on June 30, 2054.

6. By the First Amendment, Landlord granted to Tenant the right of first refusal to purchase all, or a portion, of the Landlord's Property, under the following terms:

If Landlord receives an offer that it intends to accept from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Landlord's interest in the Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or Landlord's interest in the Lease, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest, including all of Landlord's right, title and interest in the Lease, on the same

terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Premises. If Landlord's notice covers portions of Landlord's Property beyond the Premises, Tenant may elect to acquire an interest in only the Premises, including all of Landlord's right, title and interest in the Lease, and the consideration shall be pro-rated on an acreage basis. Landlord's notice shall include the prospective buyer's name, the purchase price and/or 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 Landlord's Property is to be sold, leased or otherwise conveyed, a description of said portion. If the Landlord's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Tenant does not exercise its right of first refusal by written notice to Landlord given within thirty (30) days, Landlord may convey the property as described in the Landlord's notice. If Tenant declines to exercise its right of first refusal, then the Lease shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Lease or as part of an assignment of the Lease. Such assignment may occur either prior to or after Tenant's receipt of Landlord's notice and the assignment shall be effective upon written notice to Landlord.

7. The terms, covenants and provisions of the First Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

8. This Memorandum does not contain the social security number of any person.

9. A copy of the First Amendment is on file with Landlord and Tenant.

[Execution Pages Follow]



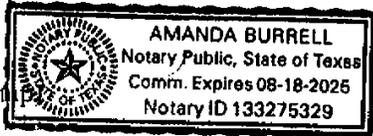
**TENANT:**  
NEW CINGULAR WIRELESS PCS, LLC, a  
Delaware limited liability company

By: CCATT LLC, a Delaware limited  
liability company  
Its: Attorney In Fact

By: [Signature]  
Print Name: Lori Lopez  
Title: Manager RE Transactions

STATE OF Texas )  
COUNTY OF Harris ) §§

This record was acknowledged before me on the 17 day of May, 2023 by  
Lori Lopez (name(s) of individuals) as  
Manager RE Transactions (type of authority, such as officer or trustee) of  
CCATT LLC.



[Signature]  
(Signature of notary public)  
Notary Public  
(Title of office)  
My commission expires: 08/18/2025

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

Tract 3-A, Revised Skagit County Short Plat No. 71-76, (the original short plat being entitled, "Alpine Meadows" ), approved March 25, 1981, recorded May 21, 1981 in Book 5 of short Plats, page 73, under Auditor's File No. 8105210031 and being a portion of the Southwest 1/4 of Section 5, Township 35 North, Range 2 East, W.M.