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Short Form of Assignment and Assumption Agreement

Reference Number(s) of related documents:

202301260012

Additional Reference #'s on page ____

Grantor(s) (Last name, First name and Middle Initial)

New Cingular Wireless PCS, LLC

Additional grantors on page ____

Grantee(s) (Last name, First name and Middle Initial)

Tillman Infrastructure LLC

Additional grantees on page ____

Legal Description: (abbreviated form: i.e. lot, block, plat or section township, range, quarter/quarter)

Section 3, Twp 34 N, Range 2 East

Schedule A

Additional legal is on page ____

Assessor's Property Tax Parcel/Account Number

P19697/340203-0-022-0009

P132436/340203-0-022-10090

P132437/340203-0-022-2009

Additional parcel #'s on page ____

The Auditor/Recorder 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.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording process may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

Prepared by:
Chris Mularadelis, Esq.
Tillman Infrastructure LLC
152 W 57th Street
New York, New York 10019
cmularadelis@tillmaninfrastructure.com

Return to:

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34651032

Site Name: Andeavor Refinery
FA#: 14744132
Tillman ID: TI-OPP-18894

**SHORT FORM OF
ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Short Form of Assignment and Assumption Agreement ("Short Form Agreement") is hereby made as of this 30 day of March, 2023 by and between NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("Assignor") and TILLMAN INFRASTRUCTURE LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, pursuant to a separate Assignment and Assumption Agreement ("Agreement") Assignor has assigned to Assignee a certain Option and Land Lease Agreement ("Lease") referred to in and affecting the real property more particularly described in Schedule A attached hereto and incorporated herein by this reference (the "Site"), and Assignee has assumed obligations under the Lease arising on or after, and relating to the period from and after, the date of this Short Form Agreement; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee certain Access Agreements, Plans and Government Approvals (collectively, the "Other Assets"), if any, relating to the Lease and more particularly described in the Agreement, and Assignee has assumed obligations under the Other Assets arising on or after, and relating to the period from and after, the date of this Short Form Agreement; and

WHEREAS, Assignor and Assignee desire to provide public notice of the assignment and assumption of the Lease and the Other Assets (collectively, the "Transferred Assets") as set forth in this Short Form Agreement.

NOW, THEREFORE, for good and valuable consideration received by Assignor, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby:

1. All of the foregoing recitals are incorporated herein by this reference.
2. Notice is hereby given that Assignor has assigned to Assignee and Assignee has assumed the Transferred Assets. This Short Form Agreement is made for recording purposes only, it being acknowledged by the parties hereto that the Agreement executed by the parties contains all of the terms, conditions and provisions of the assignment and assumption of the Transferred Assets referred to herein. This Short Form Agreement merely supplements such separate Assignment and Assumption Agreement.
3. ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE TRANSFERRED ASSETS. ASSIGNOR SHALL HAVE ABSOLUTELY NO OBLIGATION TO REPAIR, RESTORE, INVESTIGATE OR REMEDIATE ALL OR ANY PART OF THE SITE, OR ANY EQUIPMENT, PERSONAL PROPERTY OR IMPROVEMENT ON THE SITE, AND ASSIGNEE ACCEPTS ALL OF THE TRANSFERRED ASSETS ON AN "AS IS, WHERE IS" BASIS, WITH ALL FAULTS. WITHOUT LIMITING THE FOREGOING, ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO: (A) THE NATURE, QUALITY OR CONDITION OF THE SITE; (B) THE SUITABILITY OF THE SITE FOR ANY AND ALL ACTIVITIES AND USES WHICH ASSIGNEE MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE EQUIPMENT OR ITS OPERATION WITH ANY APPLICABLE LAWS AND/OR PERMITS; (D) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SITE; (E) THE ACCURACY OR COMPLETENESS OF THE PLANS OR ANY OTHER MATERIALS, DOCUMENTS OR INFORMATION PROVIDED TO ASSIGNEE; (F) THE ENFORCEABILITY OR EFFECT OF ANY LEGAL, CONTRACTUAL OR OTHER RIGHTS OR OBLIGATIONS PERTAINING TO THE SITE; OR (G) ANY OTHER MATTER WITH RESPECT TO THE SITE. ASSIGNOR DOES NOT MAKE AND HAS NOT MADE ANY REPRESENTATION OR WARRANTY REGARDING THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIAL OR TOXIC SUBSTANCE IN, ON, UNDER OR ABOUT THE SITE OR THE COMPLIANCE OR NON-COMPLIANCE OF THE SITE WITH ANY AND ALL FEDERAL, STATE OR LOCAL LAWS, ORDERS OR DECREES. ASSIGNEE HEREBY RELEASES ASSIGNOR AND ITS AGENTS, REPRESENTATIVES, AFFILIATES, MEMBERS, MANAGERS AND EMPLOYEES ("ASSIGNOR'S RELATED PARTIES") FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES ARISING FROM ANY MATTER OR THING RELATED TO THE TRANSFERRED ASSETS, THE SITE, THE ENVIRONMENTAL CONDITION OF THE SITE AND/OR THE PHYSICAL CONDITION OF THE SITE, AND ASSIGNEE MAY NOT LOOK TO ASSIGNOR OR TO ANY OF ASSIGNOR'S RELATED PARTIES IN CONNECTION WITH THE FOREGOING FOR ANY REDRESS OR RELIEF.
4. This Short Form Agreement may be signed in counterparts, and shall be effective if executed in counterparts.

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

WITNESSES:

NEW CINGULAR WIRELESS PCS, LLC
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: Wayne Wooten
Print Name: Wayne Wooten
Its: Director
Date: 3-27-23

Print Name: _____

Print Name: _____

Traci Brennan
Print Name: Traci Brennan

Jacquelyn Reid
Print Name: Jacquelyn Reid

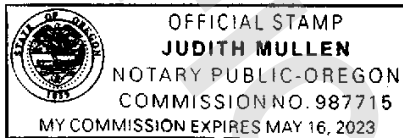
TILLMAN INFRASTRUCTURE LLC

By: Chus Mucaradov's
Print Name: Chus Mucaradov's
Its: Authorized Signatory
Date: 3/30/23

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

NEW CINGULAR WIRELESS PCS, LLC NOTARY BLOCKSTATE OF OREGONCOUNTY OF WASHINGTON

On the 27th day of March in the year 2023, before me, the undersigned, personally appeared Wayne Wooten, and acknowledged under oath that he/she is the Director, Network Construction and Engineering of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the limited liability company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.



Judith Mullen
 Notary Public
 Notary/Bar #: 987715
 My Commission Expires: 5/16/2023

TILLMAN INFRASTRUCTURE LLC NOTARY BLOCK

STATE OF NEW JERSEY)

) SS:

COUNTY OF BERGEN)

On the 30 day of March in the year 2023, before me, the undersigned, a Notary Public in and for the State of New Jersey, duly commissioned and sworn, personally appeared Chris Mulgady, personally known to me or proved to me on the basis of satisfactory evidence to be an Authorized Signatory of TILLMAN INFRASTRUCTURE LLC, the company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of TILLMAN INFRASTRUCTURE LLC, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Caroline Seales
 Notary Public
 residing at: _____
 My appointment expires: _____



SCHEDULE A

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to Short Form of Assignment and Assumption Agreement

DESCRIPTION OF LEASE AND REAL PROPERTY AFFECTED BY LEASE

Lease

Option and Land Lease Agreement dated April 15, 2021, by and between Reisner Family Properties, LLC, and New Cingular Wireless PCS LLC, a Delaware limited liability company, a memorandum of which was recorded on January 26, 2023, at Instrument No. 202301260012 in the official records of Skagit County, State of Washington.

Real Property Affected by Lease

A portion of the Property legally described as follows:

Parcel A:

That portion of the West ½ of the Southeast ¼ of Section 3, Township 34 North, Range 2 East, W.M. described as Parcel "B" and "C" on the face of that certain survey recorded as Auditor's File No. 9712230024 in Volume 20 of Surveys, Page 30, records of Skagit County, Washington; Situated in Skagit County, Washington.

Parcel B:

That portion of the West ½ of the Southeast ¼ of Section 3, Township 34 North, Range 2 East, W.M. described as Parcel "B" on the face of that certain Survey recorded as Auditor's File No. 9712230026 in Volume 20 of Surveys, Page 32, records of Skagit County, Washington. Situated in Skagit County, Washington.

Parcel C:

That portion of the West 1/2 of the Southeast ¼ of Section 3, Township 34 North, Range 2 East, W.M. described as Parcel "A" on the face of that certain survey recorded as Auditor's File No. 9712230024 in Volume 20 of Surveys, Page 30, records of Skagit County, Washington; Situated in Skagit County, Washington.

Parcel C1:

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, across and under Parcel "B" of said survey recorded as Auditor's File No. 9712230024; And also TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, across and under that certain Northwesterly portion of Parcel "C" of said survey recorded as Auditor's File No. 9712230024 lying within 20 feet of the Southwest corner of Parcel "A" as described on the face of said Survey recorded as Auditor's File No. 9712230024. Situated in Skagit County, Washington.

SCHEDULE A

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Parcel D:

That portion of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 3, Township 34 North, Range 2 East, W.M. described as Parcel "A" on the face of that certain Survey recorded as Auditor's File No. 9712230026 in Volume 20 of Surveys, Page 32, records of Skagit County, Washington. Situated in Skagit County, Washington.

Parcel E:

That portion of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 3, Township 34 North, Range 2 East, W.M. described as Parcel "C" on the face of that certain Survey recorded as Auditor's File No. 9712230026 in Volume 20 of Surveys, Page 32, records of Skagit County, Washington. Situated in Skagit County, Washington.

Tax Parcel Nos. P19697/340203-0-022-0009, P132436/340203-0-022-1009, P132437/340203-0-022-2009

SCHEDULE A

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to Short Form of Assignment and Assumption Agreement

The Site is described as follows:

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M. DESCRIBED IN AUDITOR'S FILE NUMBER 2014-09090068, RECORDED SEPTEMBER 9, 2014, SKAGIT COUNTY AUDITOR'S RECORDS, SKAGIT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A 1/2" IRON ROD SET AT THE NORTHWEST CORNER OF THE LAND SHOWN IN SURVEY RECORDED IN AFN 9712230026; THENCE NORTH 67°23'27" EAST 163.32 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST 50.00 FEET; THENCE NORTH 0°00'00" EAST 50.00 FEET; THENCE NORTH 90°00'00" WEST 50.00 FEET; THENCE SOUTH 0°00'00" EAST 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,500 SQUARE FEET, MORE OR LESS.

The Access, Fiber and Utility Easement is described as follows:

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M. DESCRIBED IN AUDITOR'S FILE NUMBER 2014-09090068, RECORDED SEPTEMBER 9, 2014, SKAGIT COUNTY AUDITOR'S RECORDS, SKAGIT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A 1/2" IRON ROD SET AT THE NORTHWEST CORNER OF THE LAND SHOWN IN SURVEY RECORDED IN AFN 9712230026; THENCE NORTH 67°23'27" EAST 163.32 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST 50.00 FEET; THENCE SOUTH 0°00'00" EAST 20.00 FEET; THENCE NORTH 90°00'00" WEST 211.42 FEET; THENCE SOUTH 0°00'00" EAST 311.53 FEET; THENCE SOUTH 45°16'58" WEST 159.38 FEET; THENCE SOUTH 2°32'45" WEST 260.19 FEET TO THE NORTH RIGHT-OF-WAY LINE OF PADILLA HEIGHTS ROAD; THENCE NORTH 87°31'54" WEST ALONG SAID RIGHT-OF-WAY LINE 20.00 FEET; THENCE NORTH 2°32'45" EAST 268.04 FEET; THENCE NORTH 45°16'58" EAST 158.86 FEET; THENCE NORTH 0°00'00" WEST 323.19 FEET; THENCE NORTH 90°00'00" EAST 101.42 FEET TO THE BEGINNING OF A 30.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 47.12 FEET THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE NORTH 0°00'00" EAST 30.00 FEET; THENCE NORTH 90°00'00" EAST 20.00 FEET; THENCE SOUTH 0°00'00" EAST 30.00 FEET TO THE BEGINNING OF A 30.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 47.12 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" TO THE POINT OF BEGINNING.