

Upon Recording, Return to:

DISH Wireless L.L.C.
Attention: Lease Administration
5701 S. Santa Fe Dr.
Littleton, CO 80120
Re: SESEA00412B

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 05/09/2024

(Space above for Recorder's Office)

Parcel ID: P82075

Legal Description: Lot 3, Skyline No. 19, according to the plat thereof recorded in Volume 13 of Plats, Page(s) 19, 20 and 21, records of Skagit County, Washington.

MEMORANDUM OF SITE LEASE AGREEMENT

This Memorandum of Site Lease Agreement ("Memorandum") is made this 9th day of December, 2022 by and between Skyline Marina Holdings LLC ("Landlord"), having a place of business at 2011 Skyline Way Anacortes, WA 98221, and DISH Wireless L.L.C., a Colorado limited liability company ("Tenant"), having a place of business at 9601 South Meridian Boulevard, Englewood, Colorado 80112. Tenant and Landlord are at times collectively referred to hereinafter as the "Parties" or individually as the "Party." This Memorandum is summarized as follows:

1. Tenant and Landlord entered into a Site Lease Agreement ("Agreement") with an effective date of December 9th, 2022 for the purpose of installation, operation, maintenance, and management of a wireless communications facility. All of the foregoing, in addition to the provisions set forth in the Agreement between the Parties, are incorporated by reference and made a part herein.
2. Landlord, or one of its affiliates, is the owner of a certain portion of real property located at 1920 Skyline Way, Anacortes, WA 98221 being more particularly described in **Exhibit A**, attached hereto and made a part herein (the "Property").
3. Landlord has leased to Tenant and Tenant has leased from Landlord, space for Tenant's equipment installation on the Property in the locations as described or depicted in **Exhibit B**, attached hereto and made a part hereof (the "Premises"), that includes certain right of ways or grants of easements for access and utilities as provided in the Agreement (which may or may not be described or depicted in **Exhibit B**) which easements are in effect, or may be acquired, or granted, throughout the term of the Agreement as renewed or extended subject to the terms and conditions as set forth in the Agreement.

4. The Agreement has an Initial Term of sixty (60) months commencing on the **Commencement Date**, as defined in the Agreement. Tenant shall have the right, at its election, to extend the term of the Agreement, by five (5) additional terms of sixty (60) months each or in any other such manner as prescribed in the Agreement. If all options to renew are exercised, the Agreement will have a term of thirty (30) years from the Commencement Date, unless Tenant elects not to renew the Agreement at the end of then-current term by giving Landlord written Notice at the least ninety (90) days prior to the end of then-current Term.
5. Landlord and Tenant possess duplicate copies of the originals of the Agreement at the addresses set forth above and reference should be made thereto for a more detailed description thereof and for resolution of any questions pertaining thereto.
6. It is expressly understood and agreed by all Parties that the sole purpose of this Memorandum is to give record notice of the Agreement; it being distinctly understood and agreed that said Agreement constitutes the entire agreement between Landlord and Tenant with respect to the Premises and is hereby incorporated by reference. The Agreement contains and sets forth additional rights, terms, conditions, and obligations not enumerated within this Memorandum which govern the Agreement. This Memorandum is for information purposes only and nothing contained herein may be deemed in any way to modify or vary any of the terms or conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this Memorandum, the terms of the Agreement shall control. The rights and obligations set forth in the Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors, and assigns.

[Reminder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Site Lease Agreement as of the day and year last written below.

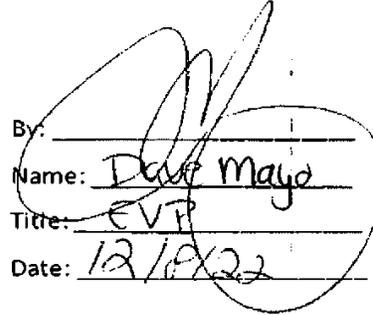
LANDLORD:

Skyline Marina Holdings, LLC

By: Skyline Marina Holdings, LLC
Name: Kathy Yonker
Title: President
Date: 11-21-22

TENANT:

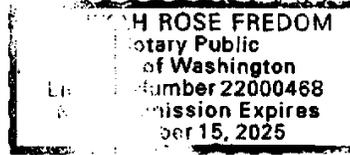
DISH Wireless L.L.C.

By: 
Name: Dave Mayo
Title: EVP
Date: 12/19/22

[Remainder of page intentionally left blank. Acknowledgement page follows.]

LANDLORD'S ACKNOWLEDGMENT

STATE OF Washington)
) SS:
COUNTY OF Snohomish)

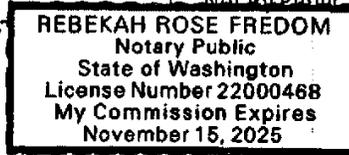


On this 21st day of November, 2024, before me, the undersigned a Notary Public in and for the county and state aforesaid, personally appeared Timothy Larkin (person/company) to me known to be the identical person who executed the within and foregoing instrument as its landlord (title), and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said Skyline Marina Holdings, LLC, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

R. Rose Freedom
Notary Public

My Commission Expires: November 15, 2025
Commission No: 22000468



TENANT'S ACKNOWLEDGMENT

STATE OF Colorado)
) SS:
COUNTY OF Arapahoe)

On this 9th day of December, 2022, before me, the undersigned a Notary Public in and for the county and state aforesaid, personally appeared Dave Mays of DISH Wireless L.L.C. to me known to be the identical person who executed the within and foregoing instrument as its EVP (title), and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said DISH Wireless L.L.C., for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

[Signature]
Notary Public

My Commission Expires: 11/29/2025
Commission No: 20214046398

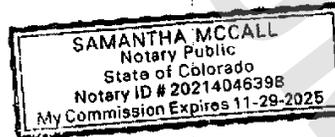


EXHIBIT A

Legal Description of the Property

Property Address: 1920 Skyline Way, Anacortes, WA 98221

Parcel Identification Number: P32458

Legal Description of the Property:

[Attachment Follows]

SESEA00412B**LEASE AREA Legal Description**

A TRACT OF LAND LYING IN THAT PORTION OF LOT 3, SKYLINE NO. 19, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE(S) 19, 20, AND 21 RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A THE NORTHWEST CORNER OF SAID LOT 3;
THENCE ALONG THE NORTH LINE THEREOF, SOUTH 88°00'13" EAST, 11.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 88°00'13" EAST, 35.00 FEET;
THENCE SOUTH 01°59'47" WEST, 20.00 FEET;
THENCE NORTH 88°00'13" WEST, 35.00 FEET;
THENCE NORTH 01°59'47" EAST, 20.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 700 SQUARE FEET, MORE OR LESS.

SESEA00412B**ACCESS AND UTILITY EASEMENT Legal Description**

A TRACT OF LAND LYING IN THAT PORTION OF LOT 3, SKYLINE NO. 19, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE(S) 19, 20, AND 21 RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

SAID TRACT BEING A 12 FOOT WIDE STRIP OF LAND LYING 6 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A THE NORTHWEST CORNER OF SAID LOT 3;
THENCE ALONG THE NORTH LINE THEREOF, SOUTH 88°00'13" EAST, 11.00 FEET;
THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 88°00'13" EAST, 35.00 FEET;
THENCE SOUTH 01°59'47" WEST, 11.00 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 88°00'13" EAST, 251.58 FEET TO THE WEST MARGIN OF SKYLINE WAY AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION;

SIDELINES TO BE LENGTHENED OR SHORTENED TO TERMINATE AT THE EAST LINE OF THE LEASE AREA BEING SERVED BY THIS EASEMENT AND THE WEST MARGIN OF SAID SKYLINE WAY



SESEA00412B
ANACORTES SKYLINE MARINA
ANACORTES, WA 98221

SESEA00412B
ACCESS EASEMENT Legal Description

A TRACT OF LAND LYING IN THAT PORTION OF GOVERNMENT LOT 4, SECTION 28, TOWNSHIP 25 NORTH, RANGE 1 EAST, W.M., AND LOT 3, SKYLINE NO. 19, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE(S) 19, 20, AND 21, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

SAID TRACT BEING A 12 FOOT WIDE STRIP OF LAND LYING 6 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A THE NORTHWEST CORNER OF SAID LOT 3;

THENCE ALONG THE NORTH LINE THEREOF, SOUTH 88°00'13" EAST, 52.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01°59'47" WEST, 26.00 FEET;

THENCE NORTH 88°00'13" WEST, 62.99 FEET;

THENCE SOUTH 01°58'33" WEST, 546.05 FEET TO THE NORTH MARGIN OF CABANA LANE AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION;

SIDELINES TO BE LENGTHENED OR SHORTENED TO CONNECT WITH EACH OTHER AND TO TERMINATE AT THE NORTH LINE OF SAID LOT 3 AND THE NORTH MARGIN OF SAID CABANA LANE.



SESEA00412B
ANACORTES SKYLINE MARINA
ANACORTES, WA 98221

EXHIBIT B

The Premises

UNOFFICIAL DOCUMENT

TENANT SITE NUMBER: SESEA00412B

