

**RECORDING REFERENCE FOR ORIGINAL LEASE:
DOC NO. 201103090019****Prepared by and Return to:**

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Nathan Maxwell Whitaker, Esq.
ATC Site No: 82966
ATC Site Name: Guemes Island
Assessor's Parcel No(s): P32828

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Marissa Guerrero
DATE 06/24/2025

Prior Recorded Lease Reference:

Document No. 201103090019
State of Washington
County of Skagit

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **Irene Varhaug**, an individual ("**Landlord**") and **Seattle SMSA Limited Partnership d/b/a Verizon Wireless** ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Option And Easement Agreement dated April 8, 1996 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant and/or its parent, affiliates, subsidiaries and other parties identified therein, entered into a sublease agreement with **American Tower Delaware Corporation**, a Delaware corporation and/or its parents, affiliates and subsidiaries ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be April 7, 2061. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

**ABV Legal: Being a portion of the Southwest' 1/4 of Section 5,
Township 35 North, Range 2 East, W M.**

ATC Site No: 82966
PV Code 523 / VzW Contract No: 12633
Site Name: GUEMES ISLAND

4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Right of First Refusal.** There is a right of first refusal in the Lease.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 12117 Bollenbaugh Hill Rd., Monroe, WA 98272; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

ATC Site No: 82966
PV Code 523 / VzW Contract No: 12633
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IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

Irene Varhaug,
an individual,

Signature: Irene Varhaug
Print Name: Irene Varhaug
Date: 3/10/2025

Signature: [Signature]
Print Name: Natily Beals
Signature: [Signature]
Print Name: Joshua Hawes

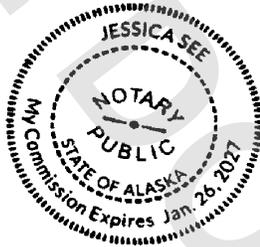
WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Alaska
County of Kenai Peninsula

On this 10th day of March, 2025, before me, the undersigned Notary Public, personally appeared Irene Varhaug, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Jessica See
Notary Public
Print Name: Jessica See
My commission expires: 01/26/2027



[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

Seattle SMSA Limited Partnership d/b/a Verizon Wireless

By: American Tower Delaware Corporation, a Delaware corporation

Title: Attorney-in-Fact

Signature: [Handwritten Signature]
Print Name: Carol Maxime

Title: Senior Counsel, US Tower
Date: 5/20/2025

WITNESS

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 20 day of May, 2025, before me, the undersigned Notary Public, personally appeared Carol Maxime, Sr Counsel, US Tower, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Handwritten Signature]
Notary Public
Print Name: Renata F Sarto
My commission expires: _____



Renata F. Sarto
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
June 2, 2028

[SEAL]

ATC Site No: 82966
PV Code 523 / VzW Contract No: 12633
Site Name: GUEMES ISLAND

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Property located in Skagit County, Washington

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 $\frac{1}{4}$ of Section 5, Township 35 North, Range 2 East, W M.

For Landlord's title, see Statutory Warranty Deed dated March 15, 1990, and recorded with the Skagit County Auditor's Office as Document No. 9003210086; and see further Fiduciary's Deed dated December 6, 2006, and recorded as Document No. 200612150113.

ATC Site No: 82966
PV Code 253 / VzW Contract No: 12633
Site Name: GUEMES ISLAND

EXHIBIT A (CONTINUED)**LEASED PREMISES**

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

The East 60.00 feet of the West 90.00 feet of the South 50.00 feet of Tract 3-A, Revised Skagit County Short Plat No. 71-76, (the original short plat being entitled "Alpine Meadows"), approved March 25, 1981 and recorded May 21, 1981 in Book 5 of Short Plats, Page 73, under Auditor's File No. 8105210031, located in the Southwest ¼ of Section 5, Township 35 North, Range 2 East, W.M.; EXCEPT THAT the existing access road, crossing the northerly portion of said Premises shall not be obstructed and shall be used non-exclusively;

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way, including but not limited to:

TOGETHER WITH the non-exclusive use of the existing access road crossing said Premises, and extending westerly to the westerly edge of Grantor's Property, to Square Harbor Lane, and together with rights of ingress and egress and utilities on Square Harbor Lane, as shown in descriptions and survey recorded under Skagit County Auditor's File Numbers 836154, 836155 and 824056;

AND TOGETHER WITH a non-exclusive easement at least 10 feet wide for installation and maintenance of telephone and/or electric power lines, extending easterly from the Premises, along the existing access road, to the existing power pole and transformer on the Property.