

FILED FOR RECORD AT REQUEST OF
AND WHEN RECORDED RETURN TO:
Verizon Wireless
Attn: Network Real Estate - M/S 231
15900 SE Eastgate Way
Bellevue, WA 98008

Space above this line is for Recorder's use.

Memorandum of Option and Building and Rooftop Lease Agreement

Grantor: Commonwealth Washington Holding, Inc., a Delaware corporation

Grantee: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

Legal Description: Skamania County, State of Washington
Official legal description as Exhibit A

Assessor's Tax Parcel ID#: 02-07-02-0-0-0612-00; 02-07-02-4-1-0800-00

Reference # (if applicable): N/A

MEMORANDUM OF OPTION AND BUILDING AND ROOFTOP LEASE AGREEMENT

This Memorandum of Option and Building and Rooftop Lease Agreement is made this 15 day of October, 2009, between Commonwealth Washington Holding, Inc., a Delaware corporation, with a mailing address of 1131 Skamania Lodge Way, Stevenson, WA 98648, hereinafter collectively referred to as "LESSOR", and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW 100, Basking Ridge, New Jersey 07920, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LESSOR and LESSEE entered into an Option and Building and Rooftop Lease Agreement (the "Agreement") on October 15, 2009 for an initial term of five (5) years, commencing on the Commencement Date. The Option and Building and Rooftop Lease Agreement shall automatically be extended for five (5) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. If at the end of the fifth (5th) five (5) year extension term the Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term.

2. LESSOR hereby leases to LESSEE approximately two hundred eighty-nine (289) square feet of space (the "Ground and Generator Space") and approximately one hundred eighty (180) square feet on the roof (the "Rooftop Space") of the building (the "Building") located at 1131 Skamania Lodge Way, Stevenson, County of Skamania, State of Washington 98648, as shown on Exhibit "A" attached hereto and made a part hereof, (the entirety of LESSOR's property is referred to hereinafter as the "Property"), the underlying real property of which is legally described in Exhibit "A" attached hereto and made a part hereof (the Building and such real property are hereinafter sometimes collectively referred to as the "Property"), for the installation, operation and maintenance of communications equipment; together with such additional space on the roof of the Building sufficient for the installation, operation and maintenance of antennae (the "Antenna Space") and such additional space within the Building and on the roof of the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running from the Rooftop Space to the Antenna Space and to all necessary electrical and telephone utility sources located within the Building or on the Property and the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property and in and through the Building to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's rooftop communications facility. The Rooftop Space, Floor Space, Antenna Space and Cabling Space are hereinafter collectively referred to as the "Premises" and are as shown on Exhibit "A" attached hereto and made a part hereof. In the event there are not sufficient electric

and telephone utility sources located within the Building or on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on, over and/or under the Property and through the Building necessary for LESSEE to operate its rooftop communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR and the costs of such installation and such utilities shall be at LESSEE's sole cost and expense.

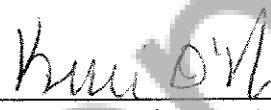
3. The Commencement Date of the Agreement, of which this is a Memorandum, is the first day of the month in which notice of the exercise of the option is effective.

4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.


5. Upon the expiration or earlier termination of the Agreement, LESSEE hereby constitutes LESSOR as its lawful attorney-in-fact for the sole purpose of recording a notice of such expiration or termination.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

LESSOR: Commonwealth Washington Holding, Inc., a Delaware corporation

By: 
 Name: Kerri O'Neill
 Title: ~~SA~~ Vice President
 Date: 12/15/09

**LESSEE: Verizon Wireless (VAW) LLC
 d/b/a Verizon Wireless**

By: 
 Name: Walter L. Jones, Jr.
 Title: Area Vice President Network
 Date: 9/21/09

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } S.S.

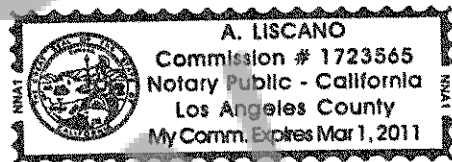
On October 15, 2009 before me, A. Liscano, a Notary Public in and for said County and State, personally appeared, Kerri O'Neill, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

Alexander



(Notary Seal)

LESSOR ACKNOWLEDGMENT

STATE OF)
) ss.
 COUNTY OF)

On this _____ day of _____, 20__, before me, a Notary Public in and for the State of _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged it as the _____ of Commonwealth Washington Holding, Inc., a Delaware corporation, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

 NOTARY PUBLIC in and for the State of _____,
 residing at _____
 My appointment expires _____
 Print Name _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) ss.
 County of Orange)

On 9/21/09 before me, Sandra J. Rojas, Notary Public personally appeared Walter L. Jones, Jr., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Sandra J. Rojas
 Signature of Notary Public



Place Notary Seal Above

EXHIBIT "A"
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LEGAL DESCRIPTION

PARCEL 1

Being a tract of land out of portions of Government Lots 2 and 3, in the D. Baughman donation land claim and F. Iman donation land claim, in Section 2, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington and being more particularly described as follows:

Beginning at a 1/4 inch iron rod on the West line of the Baughman D.L.C., said rod being South 00°50'59" West 1,935.30 feet from a brass cap marking the Northwest corner of the Baughman D.L.C.; thence leaving said West line North 57°31'40" West 1,839.91 feet to a 1/4 inch iron pipe; thence South 59°00'19" West 396.02 feet to a 1/4 inch iron rod; thence North 78°38'44" West 97.60 feet to a 1/4 inch iron rod; thence North 35°28'44" West 122.60 feet to a 1/4 inch iron rod; thence North 59°43'41" West 216.00 feet to a 1/4 inch iron rod; thence North 65°46'40" West 919.35 feet to a 1/4 inch iron rod on the Southeasterly line of the BPA right of way; thence along said right of way North 40°21'00" East 2,004.39 feet to a 1/4 inch iron rod; thence leaving said right of way South 21°52'06" East 221.63 feet to a 1/4 inch iron pipe; thence South 89°53'16" East 104.76 feet to a 1/4 inch iron pipe; thence North 45°07'04" East 121.54 feet to a 1/4 inch iron rod; thence North 01°32'31" East 0.58 feet to a point; thence South 22°51'56" East 133.67 feet to a 1/4 inch iron rod; thence South 34°22'53" East 377.84 feet to a 1/4 inch iron rod; thence South 65°26'35" East 236.37 feet to a 1/4 inch iron rod thence South 13°10'46" West 117.78 feet to a 1/4 inch iron rod; thence South 71°56'35" East 207.62 feet to a 1/4 inch iron rod; thence North 13°10'46" East 194.93 feet to a 1/4 inch iron rod; thence South 72°56'35" East 72.19 feet to a 1/4 inch iron rod; thence South 53°51'59" East 476.72 feet to a 1/4 inch iron rod; thence South 75°24'01" East 132.00 feet to a 1/4 inch iron rod; thence South 89°09'01" East 74.00 feet to a 1/4 inch iron rod; thence South 00°50'59" West 132.00 feet to a 1/4 inch iron rod; thence South 89°09'03" East 180.29 feet to a 1/4 inch iron rod on the Southwesterly right of way of Foster Creek Road (40.00 foot right of way); thence along said right of way 260.65 feet along the arc of a 224.60 foot radius curve to the left, having a central angle of 66°29'28", the chord of which bears South 44°35'53" East, a distance of 246.26 feet to a 1/4 inch iron rod; thence South 77°50'37" East 114.61 feet to a 1/4 inch iron rod; thence 159.01 feet along the arc of a 420.80 foot radius curve to the right, having a central angle of 21°39'00", the chord of which bears South 67°01'07" East, a distance of 158.06 feet to a 1/4 inch iron rod; thence South 56°11'37" East 273.36 feet to a 1/4 inch iron rod; thence leaving said right of way South 46°53'56" West 373.47 feet to a Skamania County brass cap; thence South 62°28'04" East 785.01 feet to a 1/4 inch iron rod on said right of way of Foster Creek Road; thence along said right of way 73.68 feet along the arc of a 402.00 foot radius curve to the left, having a central angle of 10°30'04", the chord of which bears South 31°18'02" East, a distance of 73.57 feet to a 1/4 inch iron rod; thence South 79°54'00" West 261.00 feet; thence North 52°53'13" West 100.00 feet; thence South 60°32'24" West 90.00 feet; thence South 19°17'10" East 195.00 feet; thence South 21°51'54" East 137.00 feet; thence South 54°56'03" East 116.00 feet; thence North 83°40'11" East 272.30 feet to a point on the Westerly right of way line of Rock Creek Drive (variable

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LEGAL DESCRIPTION

width right of way); thence along said right of way South 08°32'58" West 96.52 feet to a point that bears South 17°15'33" West 0.56 feet from a concrete right of way monument; thence 413.67 feet along the arc of a 1,587.10 foot radius curve to the right, having a central angle of 14°56'02", the chord of which bears South 16°00'59" West, a distance of 412.50 feet to a ½ inch iron rod; thence North 66°31'00" West 20.00 feet to a ½ inch iron rod; thence 191.45 feet along the arc of a 1,567.10 foot radius curve to the right, having a central angle of 06°59'59", a chord of which bears South 26°58'59" West, a distance of 191.33 feet to a ½ inch iron rod; thence South 59°31'02" East 20.00 feet to a ½ inch iron rod; thence 62.63 feet along the arc of a 1,587.10 foot radius curve to the right, having a central angle of 02°15'40", the chord of which bears South 31°36'48" West, a distance of 62.63 feet to a ½ inch iron rod; thence North 56°03'57" West 8.39 feet to a point that bears North 50°38'42" West 0.70 feet from a concrete right of way monument; thence South 33°56'03" West 208.73 feet to a point that bears South 65°29'49" East 0.58 feet from a concrete right of way monument; thence North 56°03'57" West 60.00 feet to a point that bears North 35°49'26" West 0.57 feet from a concrete right of way monument; thence South 33°56'03" West 133.77 feet to a point that bears South 78°22'11" West 1.00 feet from a concrete right of way monument; thence South 56°03'57" East 5.47 feet to a ½ inch iron rod; said rod also marking the intersection of Second Street extension right of way and the Westerly right of way of Malicot Road (60.00 foot right of way); thence along said Malicot right of way South 56°27'19" West 46.44 feet to a ½ inch iron rod; thence 201.61 feet along the arc of a 256.70 foot radius curve to the right, having a central angle of 45°00'00", the chord of which bears South 78°57'19" West, 196.47 feet to a ½ inch iron rod; thence North 78°32'41" West 13.00 feet to a ½ inch iron rod; thence 186.92 feet along the arc of a 125.70 foot radius curve to the left, having a central angle of 85°12'00", the chord of which bears South 58°51'19" West, a distance of 170.17 feet to a ½ inch iron rod marking the point of compound curvature; thence 172.50 feet along the arc of a 173.40 foot radius curve to the left, having a central angle of 57°00'00", the chord of which bears South 12°14'41" East, a distance of 165.48 feet to a ½ inch iron rod marking the point of reverse curvature; thence 79.96 feet along the arc of a 65.70 foot radius curve to the right, having a central angle of 69°44'00", the chord of which bears South 85°52'41" East, a distance of 75.12 feet to a ½ inch iron rod; thence South 28°59'19" West 98.60 feet to a ½ inch iron rod; thence 65.70 feet along the arc of a 65.70 foot radius curve to the right, having a central angle of 57°18'00", the chord of which bears South 57°38'19" West, a distance of 63.00 feet to a ½ inch iron rod marking a point of reverse curvature; thence 254.56 feet along the arc of a 507.60 foot radius curve to the left, having a central angle of 28°44'00", the chord of which bears South 71°55'19" West a distance of 251.90 feet to a ½ inch iron rod marking a point of reverse curvature; thence 44.84 feet along the arc of a 160.80 foot radius curve to the right, having a central angle of 15°58'38", the chord of which bears South 65°32'38" West, a distance of 44.69 feet to a ½ inch iron rod on the West line of said Baughman D.L.C.; thence leaving said Malicot Road right of way along said West line of the Baughman D.L.C. North 00°50'59" East 1,237.41 feet to the Point of Beginning.

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LEGAL DESCRIPTION

TOGETHER WITH the following described property:

A tract of land located in the D. Baughman donation land claim situated in Section 2, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, and being more particularly described as follows:

Commencing at a brass cap marking the Northwest corner of said D. Baughman D.L.C.; thence South $00^{\circ}50'59''$ West, 3369.29 feet along the West line of said Baughman donation land claim to the point of beginning and said point being on the Northerly right of way line of State Highway No. 8; thence along said Northerly right of way the following courses and distances:

North $49^{\circ}20'38''$ East, 225.03 to the beginning of a 2785.00 foot radius curve to the left having a central angle of $05^{\circ}28'09''$; thence along said curve to the left (the long chord of which bears North $46^{\circ}36'33''$ East, 265.74 feet) 265.84 feet; thence South $46^{\circ}07'31''$ East, 30.00 feet to the beginning of a 2815.00 foot radius curve to the left having a central angle of $05^{\circ}23'51''$; thence along said curve to the left (the long chord of which bears North $41^{\circ}10'33''$ East, 265.09 feet) 265.19 feet; thence North $38^{\circ}28'38''$ East 337.63 feet; thence leaving said Northerly R.O.W. North $56^{\circ}03'57''$ West 46.84 feet to the Northerly right of way of vacated Malicot road; thence along said Northerly right of way the following courses and distances:

Along said Malicot right of way South $56^{\circ}27'19''$ West 46.44 feet to a $\frac{1}{2}$ inch iron rod and the beginning of a 256.70 foot radius curve to the right having a central angle of $45^{\circ}00'00''$; thence along said curve to the right (the long chord of which bears South $78^{\circ}57'19''$ West, 196.47 feet) 201.61 feet to a $\frac{1}{2}$ inch iron rod; thence North $78^{\circ}32'41''$ West 13.00 feet to a $\frac{1}{2}$ inch iron rod at the beginning of a 125.70 foot radius curve to the left, having a central angle of $85^{\circ}12'00''$; thence along said curve to the left (the long chord of which bears South $58^{\circ}51'19''$ West, 170.17 feet) 186.92 feet to a $\frac{1}{2}$ inch iron rod marking the point of compound curvature of a 173.40 foot radius curve to the left having a central angle of $57^{\circ}00'00''$; thence along said curve to the left (the long chord of which bears South $12^{\circ}14'41''$ East, 165.48 feet) 172.50 feet to a $\frac{1}{2}$ inch iron rod marking the point of a reverse curvature of a 65.70 foot radius curve to the right, having a central angle of $69^{\circ}44'00''$; thence along said curve to the right (the long chord of which bears South $05^{\circ}52'41''$ East, 75.12 feet) 79.96 feet to a $\frac{1}{2}$ inch iron rod; thence South $28^{\circ}59'19''$ West 98.60 feet to a $\frac{1}{2}$ inch iron rod at the beginning of a 65.70 foot radius curve to the right, having a central angle of $57^{\circ}18'00''$ thence along said curve to the right (the long chord of which bears South $57^{\circ}38'19''$ West, 63.00 feet) 65.70 feet to a $\frac{1}{2}$ inch iron rod at the beginning of a 507.60 foot radius of reverse curvature to the left having a central angle of $14^{\circ}21'23''$; thence along said curve to the left (the long chord of which bears South $79^{\circ}06'37''$ East 126.86 feet) 127.19 feet to a point thence leaving said Northerly right of way South $18^{\circ}04'04''$ East 60.00 feet to a point on the Southerly right of way of said Malicot

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LEGAL DESCRIPTION

road said point being the beginning of a 447.60 foot radius curve to the left having a central angle of 14°22'37"; thence along said Southerly right of way (the long chord of which bears South 64°44'37" West, 112.02 feet) 112.31 feet to a point at the beginning of a 220.80 foot radius of a reverse curvature to the right having a central angle of 20°46'29"; thence along said curve to the right (the long chord of which bears South 67°56'34" West, 79.62 feet) 80.06 feet to a point on the Westerly line of said Baughman D.L.C.; thence South 00°50'59" West, 134.54 feet to the Point of Beginning. Also described as Parcel III in Deed recorded in Book 158, Page 738.

EXCEPTING THEREFROM a tract of land located in the D. Baughman donation land claim situated in Section 2, Township 2 North Range 7 East of the Willamette Meridian, Skamania County, Washington, and being more particularly described as follows:

Beginning at a ½ inch iron rod on the West line of the Baughman D.L.C., said rod being South 00°50'59" West 1,935.30 feet from a brass cap marking the Northwest corner of the Baughman D.L.C.; thence North 70°07'20" East 232.20 feet; thence North 31°57'00" West 34.60 feet to the beginning of a 238.00 foot radius non-tangent curve to the left and the True Point of Beginning; thence along said non-tangent curve to the left 45.91 feet through a central angle of 11°03'04" (chord bears North 60°52'12" East 45.83 feet) to point of reverse curvature; thence along a 215.65 foot radius curve to the right 144.82 feet through a central angle of 38°28'36" (chord bears North 74°34'58" East 142.12 feet) to a point; thence South 86°10'44" East 90.69 feet to the beginning of a 238.00 foot radius curve to the left; thence along said curve to the left 143.26 feet through a central angle of 34°29'13" (chord bears North 76°34'39" East 141.00 feet); thence North 18°00'59" West 198.30 feet; thence North 40°31'12" West 296.43 feet; thence North 26°12'57" West 135.00 feet; thence South 73°39'53" West 126.26 feet; thence South 27°26'26" West 93.57 feet; thence South 62°33'34" East 20.86 feet; thence South 27°26'26" West 37.03 feet; thence South 00°02'58" West 93.69 feet; thence South 72°28'58" West 32.45 feet; thence South 17°31'02" East 168.85 feet; thence North 72°28'58" East 10.64 feet; thence South 17°31'02" East 71.64 feet; thence North 72°28'58" East 27.30 feet; thence South 17°31'02" East 84.14 feet; thence South 72°28'58" West 47.82 feet; thence South 17°31'02" East 46.24 feet; thence South 31°57'00" East 0.83 feet to the Point of Beginning.

PARCEL II

A tract of land located in the Baughman Donation Land Claim, in Section 2, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, described as follows:

Beginning at an iron pipe marking the intersection of the East line of the said Section 2 with the division line between the Northeasterly and Southwesterly halves of the said Baughman Donation Land Claim; thence along said division line North 64°10' West a distance of 301.32 feet to the initial point of the tract hereby described; thence North 21°08' West 308.67 feet; thence South 47°21' West 226.46 feet to intersection with the said divisions line; thence South 64°10' East along the said division line 300 feet to the initial point.

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**DESCRIPTION OF THE PREMISES
AND INGRESS/EGRESS AND UTILITY EASEMENT**

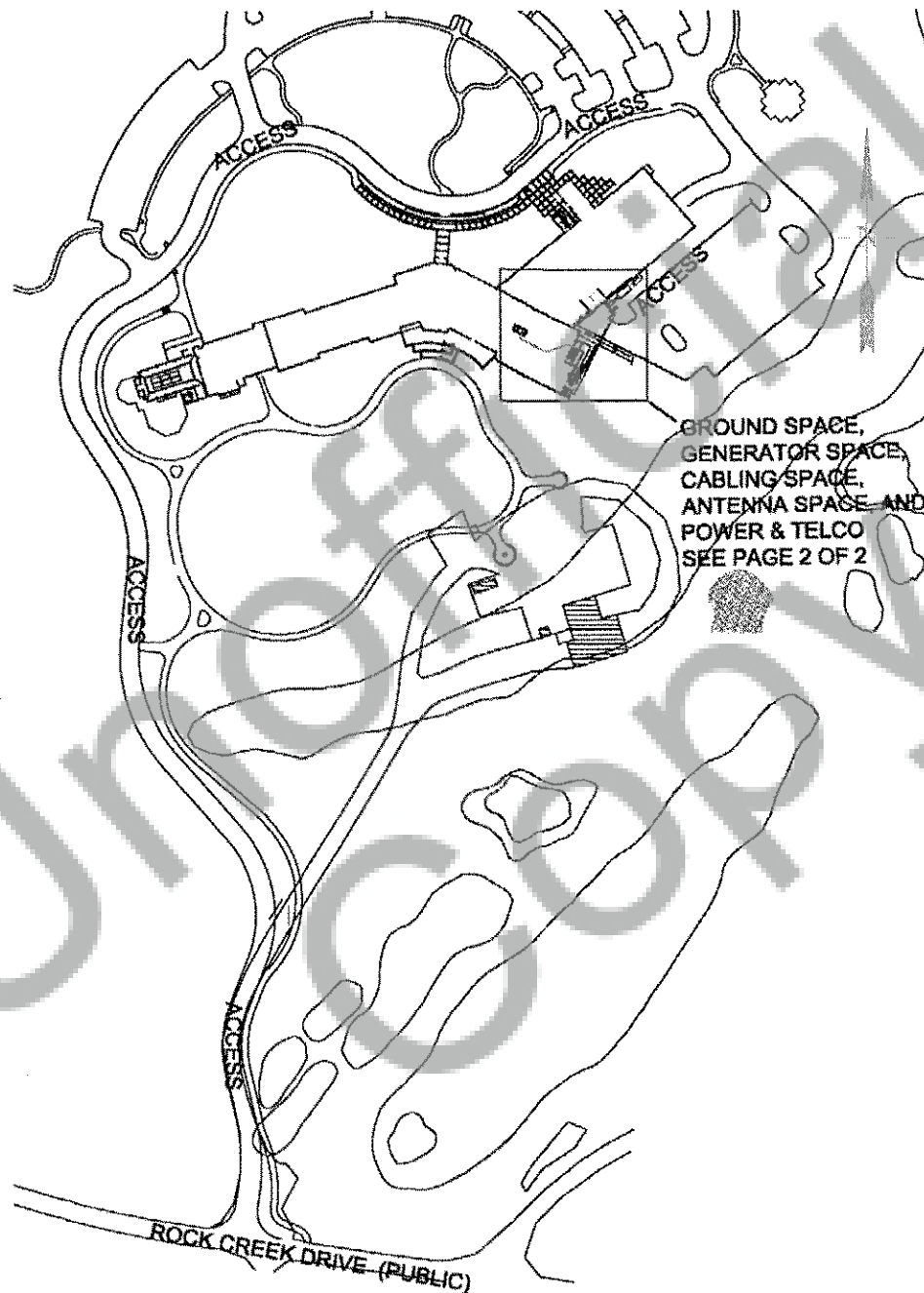


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**DESCRIPTION OF THE PREMISES
AND INGRESS/EGRESS AND UTILITY EASEMENT**

