

Prepared by and Return to:

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Issaquah, WA 98027

**MEMORANDUM
OF
LEASE**

Grantor Name: Port of Skamania County
Grantee Name: New Cingular Wireless PCS, LLC
Legal Description: Official legal description attached as Exhibit 1
Assessor's Tax Parcel ID #: 02072000020500
Cell Site: HO11 Bonneville
FA #: 14509571

This Memorandum of Lease is entered into on this 28 day of may, 2020, by and between Port of Skamania County, a State of Washington Municipal Corporation, having a mailing address at PO BOX 1099, 212 SW Cascade Ave., Stevenson, WA 98648 (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Option and Land Lease Agreement ("**Agreement**") on the 28 day of may, 2020, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Term Commencement Date (as defined in the Agreement), with Four (4) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.
5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between

the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

Port of Skamania County, a
State of Washington Municipal Corporation

By: [Signature]
Print Name: Pat Albright
Its: Executive Director
Date: 5/14/2020

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

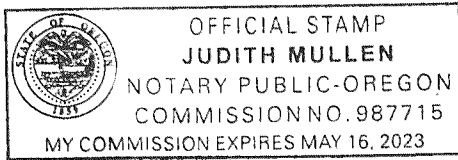
By: [Signature]
Print Name: WAYNE WOOTEN
Its: Director
Date: 5-28-20

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF OREGON)
) ss:
COUNTY OF WASHINGTON)

On the 28th day of May, 2020, before me personally appeared Wayne Wooten, and acknowledged under oath that he/she is the Director of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

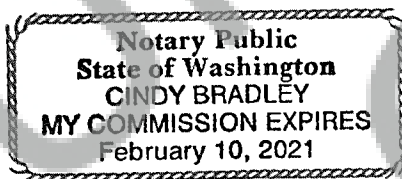


Judith Mullen
Notary Public: Judith Mullen
My Commission Expires: May 16, 2023

LANDLORD ACKNOWLEDGMENT

STATE OF Washington)
) ss:
COUNTY OF Skamania)

On the 14th day of May, 2020 before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.



Cindy Bradley
Notary Public: Cindy Bradley
My Commission Expires: 2/10/2021

EXHIBIT 1 TO MEMORANDUM OF LEASE
DESCRIPTION OF PROPERTY AND PREMISES

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to the Memorandum of Lease dated May 28, 2020, by and between Port of Skamania County, a Washington State Municipal Corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

A tract of land located in a portion of the G.W. Johnson Donation Land Claim No. 38, and a portion of the B.B. Bishop Donation Land Claim, and a portion of Sections 20 and 21, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a point on the Southerly right-of-way line of State Route 14 at its intersection with the Easterly boundary of the "Plat of Relocated North Bonneville" as recorded in Volume "B" of plats at page 23, records of Skamania County, Washington, said point being designated as "NB-25A" on the "Second Addition to the Plats of Relocated North Bonneville",

Thence South 06° 50' 34" East along the Easterly boundary of said "Plat of Relocated North Bonneville", 1303.33 feet to a point designated as "NB-51" on said plat;

Thence continuing South 06°50'34" East, 201.72 feet to the Northerly right-of-way line of a 60 foot right-of-way known as the U.S. Army Corps of Engineers Day Use Area Road;

Thence North 36°59'00" East along said northerly right-of-way, 306.34 feet;

Thence Northeasterly along the said northerly right-of-way line along an arc of a 22948.32 foot radius curve to the right through a central angle of 01°21'00" for an arc distance of 540.70 feet;

Thence North 38°20'00" East along said northerly right-of-way line 283.52;

Thence along the arc of a 22888.32 foot radius curve to the left through a central angle of 01°16'00" for a distance of 506.02 feet;

Thence North 37°04'00" East along said northerly right-of-way line 1086.92 feet;

Thence along the arc of an 1879.86 foot radius curve to the left, through a central angle of 11°06'45" for an arc distance of 364.60 feet;

Thence North 25°57'15" East along said northerly right-of-way line 112.16 feet,

Thence along the arc of a 411.97 foot radius curve to the right, through a central angle of 29°16'49" for an arc distance of 210.53 feet;

Thence leaving said northerly right-of-way line, North 34°45'56" West 14.77 feet to the southerly right-of-way line of said State Route 14, as shown on the said "Second Addition to the Plats of Relocated North Bonneville";

Thence South 60°36'00" West along the southerly line of said plat and the said southerly right-of-way line 1156.07 feet to a point designated as "NB-52C";

Thence South 29°24'02" East 20.00 feet, to a point designated as "NB-52B";

Thence South 60°36'00" West along the southerly line of said plat and the said southerly right-of-way line 1115.82 feet to a point designated as "NB-52A";

Thence along the arc of a 2944.79 foot radius curve to the right, through a central angle of 05°02'51" for an arc distance of 259.42 feet; to the point of beginning.

APN: 02072000020500

THE OVERALL SITE PLAN IS GENERATED FROM MULTIPLE SOURCES INCLUDING, BUT NOT LIMITED TO, GIS MAPS, AERIAL MAPS PHOTOS, IMAGES, AND TOPOGRAPHIC SURVEY (IF PROVIDED)

