



Return Document and  
Future Tax Statements to:  
TowerCo 2013 LLC  
Attn: Legal  
5000 Valleystone Dr., Suite 200  
Cary, NC 27519

### ASSIGNMENT OF LEASE AGREEMENT

Cell Site #: HO11  
Cell Site Name: North Bonneville  
Fixed Asset No.: 14509571

Grantor Name: New Cingular Wireless PCS, LLC  
Grantee Name: TowerCo 2013 LLC  
Legal Description: Official legal description attached as Exhibit A  
Assessor's Tax Parcel ID#: 02072000020500  
Recording Numbers of Prior  
Recorded Documents: 2020-001583  
Tax Mailing Address: Does not apply  
True consideration paid: Does not apply  
State: Washington  
County: Skamania

This Assignment of Option and Land Lease Agreement ("Assignment") made and entered into effective as of the 16<sup>th</sup> day of February, 2021 ("Transfer Date") by and between and **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, with a mailing address of 1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor, Atlanta, Georgia 30319 ("Assignor"), and **TowerCo 2013 LLC, a Delaware limited liability company**, with an address at 5000 Valleystone Drive, Suite 200, Cary, North Carolina 27519 ("Assignee").

## RECITALS

WHEREAS, Assignor is a party to that certain Option and Land Lease Agreement dated May 28, 2020 ("Lease"), by and between Port of Skamania County, as Landlord, and Assignor as Tenant;

WHEREAS, pursuant to the Lease, Assignor has certain rights, title and interest in and to a portion of a certain parcel of land in Skamania County, Washington (the "Premises"), as further described on Exhibit B attached hereto, for the construction, maintenance and operation of a communications facility thereon;

WHEREAS, the Premises are a portion of that certain real property described on Exhibit A attached hereto (the "Parent Parcel"); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume all of Assignor's rights, title and interest in and to the Lease and the Premises.

## ASSIGNMENT

NOW, THEREFORE, for and in consideration of the foregoing, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Assignment.

2. Incorporation of Exhibits. The Premises are more particularly described on Exhibit B hereto which is incorporated by this reference together with Exhibit A.

3. Assignment and Assumption. Assignor does hereby assign, transfer, set over, and deliver to Assignee, all of Assignor's rights, title and interests in and to the Lease and Premises, including without limitation all related easements, ancillary agreements and other appurtenant rights pertaining to and running with the real property subject to the Lease and the Premises, including the Tenant Leases on Exhibit C, if any. Assignee does hereby accept, assume and agree to be bound by all the terms and conditions which are the responsibility of the Assignor/Tenant under the Lease, and all the terms and conditions of all related easements and ancillary agreements and other appurtenant rights pertaining to and running with the real

property subject to the Lease and the Premises, and which arise, are incurred, or are required to be performed from and after the date of this Assignment, including those within the Tenant Leases on Exhibit C, if any. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, employees, directors and officers from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever (collectively, "Losses and Liabilities"), that arise from or are in any way related to the Lease as a result of any negligent act or omission or intentional misconduct of Assignor prior to the Transfer Date. Assignee shall indemnify, defend and hold harmless Assignor, its successors and assigns and their respective agents, employees, directors and officers from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever, that arise from or are in any way related to the Lease as a result of any negligent act or omission or intentional misconduct of Assignee from the Transfer Date forward.

4. Further Assurances. The parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts and assurances as may reasonably be required to confirm the transfers made pursuant to this Assignment.

5. Default. Assignor represents and warrants unto Assignee that as of the Transfer Date, Assignor is not in default under the Lease, and all of the rents payable by Assignor, if any, under the Lease have been duly paid and acknowledged.

6. Counterparts. This Assignment may be executed in two or more counterparts, all of which taken together shall constitute one and the same instrument.

7. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Washington without reference to its conflicts of laws principles. Notwithstanding the foregoing, to the extent that the law of the state in which the real property subject to the Lease is located is mandatory rather than permissive for the issue in question (such as, by way of example only, with respect to possession), the laws of the state in which the real property is located shall govern.

8. Successors and Assigns. The terms and conditions of this Assignment shall run with the Premises and shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered effective as of the date first above written.

**ASSIGNOR:**

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

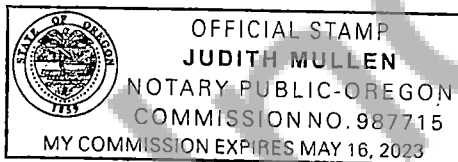
By: AT&T Mobility Corporation  
Its: Manager

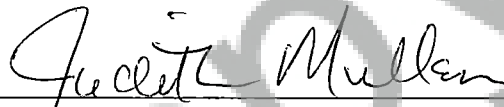
By:   
Name: Wayne Wooten  
Its: Director

STATE OF OREGON

COUNTY OF WASHINGTON

This instrument was acknowledged before me on 2/11, 2021 by Wayne Wooten, the Director of AT&T Mobility Corporation, as Manager of New Cingular Wireless PCS, LLC.



  
Notary Public: Oregon- Judith Mullen  
My Commission Expires: 5/16/2023

[Assignee signature on next page]

**ASSIGNEE:**

TowerCo 2013 LLC, a Delaware limited liability company

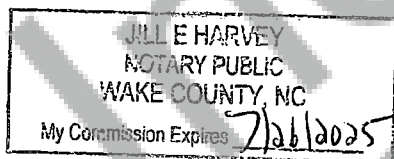
By: TowerCo IV Finance LLC, a Delaware limited liability company  
Its: Sole Member

By: [Signature]  
Name: Mike Smith  
As its: CFO

STATE OF NORTH CAROLINA

COUNTY OF WAKE

This instrument was acknowledged before me on February 16, 2021 by Mike Smith, the CFO of TowerCo IV Finance LLC, a Delaware limited liability company, on behalf of said company.



[Signature]  
Notary Public: Jill E. Harvey  
My Commission Expires: 7/26/2025

**EXHIBIT A**  
**PARENT PARCEL**

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 DEGREES 50 MINUTES 34 SECONDS 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 DEGREES 50 MINUTES 34 SECONDS 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 DEGREES 59 MINUTES 00 SECONDS 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 DEGREES 21 MINUTES 00 SECONDS FOR AN ARC DISTANCE OF 540.70 FEET; THENCE NORTH 38 DEGREES 20 MINUTES 00 SECONDS EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 283.52 FEET; THENCE ALONG THE ARC OF A 22888.32 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 01 DEGREES 16 MINUTES 00 SECONDS FOR A DISTANCE OF 506.02 FEET; THENCE NORTH 37 DEGREES 04 MINUTES 00 SECONDS 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 DEGREES 06 MINUTES 45 SECONDS FOR AN ARC DISTANCE OF 364.60 FEET; THENCE NORTH 25 DEGREES 57 MINUTES 15 SECONDS 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 DEGREES 16 MINUTES 49 SECONDS FOR AN ARC DISTANCE OF 210.53 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 34 DEGREES 45 MINUTES 56 SECONDS 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 DEGREES 36 MINUTES 00 SECONDS 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 DEGREES 24 MINUTES 02 SECONDS EAST 20.00 FEET, TO A POINT DESIGNATED AS "NB-528"; THENCE SOUTH 60 DEGREES 36 MINUTES 00 SECONDS 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 FEET RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 05 DEGREES 02 MINUTES 51 SECONDS FOR AN ARC DISTANCE OF 259.42 FEET; TO THE POINT OF BEGINNING.

APN: 02072000020500



**EXHIBIT B**  
**LEASED PREMISES**

The Premises are that certain 3,600 square foot tract of real property, together with easements for ingress, egress and utilities, more particularly described and/or depicted as follows:

**LEASE AREA:**

DESCRIPTION FOR A LEASE AREA, BEING A PORTION OF THAT PARCEL SHOWN ON THE RECORD OF SURVEY RECORDED AS BOOK 3, PAGE 389 OF THE RECORDS OF THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A REBAR MONUMENT AT THE SOUTHERLY END OF A CURVE IN THE CENTERLINE OF US ARMY CORPS OF ENGINEERS DAY USE ACCESS ROAD AS SHOWN ON SAID RECORD OF SURVEY RECORDED AS BOOK 3, PAGE 389, FROM WHICH A REBAR MONUMENT IN SAID CENTERLINE, BEARS SOUTH 37 DEGREES 05 MINUTES 48 SECONDS WEST, 1087.02 FEET (RECORD PER SAID RECORD OF SURVEY SOUTH 37 DEGREES 04 MINUTES 06 SECONDS WEST, 1086.99 FEET); THENCE NORTH 19 DEGREES 12 MINUTES 17 SECONDS EAST, 366.83 FEET TO THE POINT OF BEGINNING; THENCE NORTH 42° 12' 51" WEST, 60.00 FEET;

THENCE NORTH 42 DEGREES 12 MINUTES 51 SECONDS WEST, 60.00 FEET;  
THENCE NORTH 47 DEGREES 47 MINUTES 09 SECONDS EAST, 60.00 FEET;  
THENCE SOUTH 42 DEGREES 12 MINUTES 51 SECONDS EAST, 60.00 FEET;  
THENCE NORTH 47 DEGREES 47 MINUTES 09 SECONDS, 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3600 SQUARE FEET (0.083 ACRES) OF LAND, MORE OR LESS.

**ACCESS AND UTILITY EASEMENT LEGAL DESCRIPTION:**

DESCRIPTION FOR AN ACCESS AND UTILITY EASEMENT, BEING A PORTION OF THAT PARCEL SHOWN ON THE RECORD OF SURVEY RECORDED AS BOOK 3, PAGE 389 OF THE RECORDS OF THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A REBAR MONUMENT AT THE SOUTHERLY END OF A CURVE IN THE CENTERLINE OF US ARMY CORPS OF ENGINEERS DAY USE ACCESS ROAD AS SHOWN ON SAID RECORD OF SURVEY RECORDED AS BOOK 3, PAGE 389, FROM WHICH A REBAR MONUMENT IN SAID CENTERLINE, BEARS SOUTH 37 DEGREES 05 MINUTES 48 SECONDS WEST, 1087.02 FEET (RECORD PER SAID RECORD OF SURVEY SOUTH 37 DEGREES 04 MINUTES 06 SECONDS WEST, 1086.99 FEET); THENCE NORTH 19 DEGREES 12 MINUTES 17 SECONDS EAST, 366.83 FEET TO THE POINT OF BEGINNING; THENCE NORTH 47 DEGREES 47 MINUTES 09 SECONDS EAST, 60.00 FEET; THENCE SOUTH 42 DEGREES 12 MINUTES 51 SECONDS EAST, 12.00 FEET; THENCE SOUTH 47 DEGREES 47 MINUTES 09 SECONDS WEST, 14.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 10.00 FEET AND A RADIUS POINT THAT BEARS SOUTH 42 DEGREES 12 MINUTES 51 SECONDS EAST; THENCE, ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 42 DEGREES 17 MINUTES 12 SECONDS, AN ARC DISTANCE OF 7.38 FEET; THENCE SOUTH 42 DEGREES 12 MINUTES 51 SECONDS EAST, 22.58 FEET; THENCE SOUTH 25 DEGREES 59 MINUTES 03 SECONDS WEST, 18.82 FEET; THENCE SOUTH 31

DEGREES 32 MINUTES 25 SECONDS WEST, 364.03 FEET; THENCE SOUTH 37 DEGREES 05 MINUTES 48 SECONDS WEST, 241.35 FEET; THENCE SOUTH 87 DEGREES 00 MINUTES 34 SECONDS WEST, 52.75 FEET; THENCE SOUTH 37 DEGREES 47 MINUTES 22 SECONDS WEST, 60.58 FEET; THENCE SOUTH 45 DEGREES 01 MINUTES 48 SECONDS WEST, 80.62 FEET; THENCE SOUTH 39 DEGREES 08 MINUTES 32 SECONDS WEST, 301.18 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 161.50 FEET; THENCE, ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 73 DEGREES 56 MINUTES 27 SECONDS, AN ARC DISTANCE OF 208.42 FEET; THENCE NORTH 66 DEGREES 55 MINUTES 01 SECONDS WEST, 459.08 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 123.00 FEET; THENCE, ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 52 DEGREES 04 MINUTES 21 SECONDS, AN ARC DISTANCE OF 111.79 FEET; THENCE SOUTH 61 DEGREES 00 MINUTES 37 SECONDS WEST, 712.74 FEET TO THE WEST LINE OF SAID PARCEL; THENCE, ALONG THE WEST LINE OF SAID PARCEL, NORTH 06 DEGREES 48 MINUTES 46 SECONDS WEST, 21.60 FEET; THENCE, LEAVING THE WEST LINE OF SAID PARCEL, NORTH 61 DEGREES 00 MINUTES 37 SECONDS EAST, 704.59 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 143.00 FEET; THENCE, ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 52 DEGREES 04 MINUTES 21 SECONDS, AN ARC DISTANCE OF 129.96 FEET; THENCE SOUTH 66 DEGREES 55 MINUTES 01 SECONDS EAST, 459.08 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 141.50 FEET; THENCE, ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 73 DEGREES 56 MINUTES 27 SECONDS, AN ARC DISTANCE OF 182.61 FEET; THENCE NORTH 39 DEGREES 08 MINUTES 32 SECONDS EAST, 302.21 FEET; THENCE NORTH 45 DEGREES 01 MINUTES 48 SECONDS EAST, 80.38 FEET; THENCE NORTH 37 DEGREES 47 MINUTES 22 SECONDS EAST, 68.47 FEET; THENCE NORTH 87 DEGREES 00 MINUTES 34 SECOND EAST, 52.60 FEET; THENCE NORTH 37 DEGREES 05 MINUTES 48 SECONDS EAST, 231.08 FEET; THENCE NORTH 31 DEGREES 32 MINUTES 25 SECONDS EAST, 362.09 FEET; THENCE NORTH 25 DEGREES 59 MINUTES 03 SECONDS EAST, 4.31 FEET; THENCE NORTH 42 DEGREES 12 MINUTES 51 SECONDS WEST, 10.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 10.00 FEET AND A RADIUS POINT THAT BEARS SOUTH 10 DEGREES 24 MINUTES 02 SECONDS EAST; THENCE, ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 31 DEGREES 48 MINUTES 50 SECONDS, AN ARC DISTANCE OF 5.55 FEET; THENCE SOUTH 47 DEGREES 47 MINUTES 09 SECONDS WEST, 14.00 FEET; THENCE NORTH 42 DEGREES 12 MINUTES 51 SECONDS WEST, 12.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 52,984 SQUARE FEET (1.216 ACRES) OF LAND, MORE OR LESS.

UTILITY EASEMENT #1 LEGAL DESCRIPTION:

DESCRIPTION FOR A 5 FOOT-WIDE UTILITY EASEMENT, 2.5 FEET TO EACH SIDE OF ITS CENTERLINE, BEING A PORTION OF THAT PARCEL SHOWN ON THE RECORD OF SURVEY RECORDED AS BOOK 3, PAGE 389 OF THE RECORDS OF THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A REBAR MONUMENT AT THE SOUTHERLY END OF A CURVE IN THE CENTERLINE OF US ARMY CORPS OF ENGINEERS DAY USE ACCESS ROAD AS SHOWN ON SAID RECORD OF SURVEY RECORDED AS BOOK 3, PAGE 389, FROM WHICH A REBAR MONUMENT IN SAID CENTERLINE, BEARS SOUTH 37 DEGREES 05 MINUTES 48 SECONDS WEST, 1087.02 FEET (RECORD PER SAID RECORD OF SURVEY SOUTH 37 DEGREES 04 MINUTES 06 SECONDS WEST, 1086.99 FEET); THENCE NORTH 19 DEGREES 12 MINUTES 17



SECONDS EAST, 366.83 FEET; THENCE NORTH 47 DEGREES 47 MINUTES 09 SECONDS EAST, 60.00 FEET; THENCE NORTH 42 DEGREES 12 MINUTES 51 SECONDS WEST, 5.72 FEET TO THE POINT OF BEGINNING; THENCE NORTH 06 DEGREES 09 MINUTES 58 SECONDS EAST, 101.47 FEET TO THE POINT OF TERMINUS, EXCLUDING ANY PORTION OF A 60'X60' LEASE AREA.

CONTAINING 507 SQUARE FEET (0.012 ACRES) OF LAND, MORE OR LESS.

UTILITY EASEMENT #2 LEGAL DESCRIPTION:

DESCRIPTION FOR A 5 FOOT-WIDE UTILITY EASEMENT, 2.5 FEET TO EACH SIDE OF ITS CENTERLINE, BEING A PORTION OF THAT PARCEL SHOWN ON THE RECORD OF SURVEY RECORDED AS BOOK 3, PAGE 389 OF THE RECORDS OF THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A REBAR MONUMENT AT THE SOUTHERLY END OF A CURVE IN THE CENTERLINE OF US ARMY CORPS OF ENGINEERS DAY USE ACCESS ROAD AS SHOWN ON SAID RECORD OF SURVEY RECORDED AS BOOK 3, PAGE 389, FROM WHICH A REBAR MONUMENT IN SAID CENTERLINE, BEARS SOUTH 37 DEGREES 05 MINUTES 48 SECONDS WEST, 1087.02 FEET (RECORD PER SAID RECORD OF SURVEY SOUTH 37 DEGREES 04 MINUTES 06 SECONDS WEST, 1086.99 FEET); THENCE SOUTH 37 DEGREES 05 MINUTES 48 SECONDS WEST, 318.71 FEET, ALONG THE CENTERLINE OF SAID US ARMY CORPS OF ENGINEERS DAY USE ACCESS ROAD TO A POINT; THENCE DEPARTING SAID CENTERLINE, NORTH 52 DEGREES 54 MINUTES 12 SECONDS WEST, 54.91 FEET TO THE POINT OF BEGINNING; THENCE NORTH 36 DEGREES 33 MINUTES 55 SECONDS EAST, 55.96 FEET TO THE POINT OF TERMINUS.

CONTAINING 280 SQUARE FEET (0.006 ACRES) OF LAND, MORE OR LESS.

**EXHIBIT C**  
**Tenant Leases**

N/A

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