



Richland

## CITY OF RICHLAND NOTICE OF APPLICATION, PUBLIC HEARING AND OPTIONAL DNS (SUP2024-101 & EA2024-113)

**Notice** is hereby given that Sage Hill has filed a special use permit application to construct a substantial change to the cellular service monopole located at 1515 George Washington Way. The changes include reducing the overall height of the monopole and adding antenna to the exterior of the pole to accommodate service needs. These changes eliminate the previously approved concealment method of all equipment inside the existing pole. The ground story fenced area is to remain unchanged.

**Project Site:** The project site is located at 1515 George Washington Way (APN 1-02983020732045). The existing monopole structure is located behind the La Bella Vita Restaurant and is approximately 300 feet northwest of the nearby George Washington Way and Torbett Street intersection.

**Public Hearing:** The Richland Hearings Examiner will conduct a public hearing and review of the application at 6:00 p.m., Monday, June 10th, 2024 at City Hall, 625 Swift Boulevard. All interested parties are invited to participate in the public hearing.

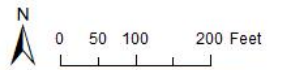
**Environmental Review:** The proposal is subject to environmental review. The City of Richland is lead agency for the proposal under the State Environmental Policy Act (SEPA) and has reviewed the proposed project for probable adverse environmental impacts and expects to issue a determination of non-significance (DNS) for this project. The optional DNS process in WAC 197-11-355 is being used. This may be your only opportunity to comment on the environmental impacts of the proposed development. The environmental checklist and related file information are available to the public and can be viewed at [www.ci.richland.wa.us](http://www.ci.richland.wa.us).

**Public Comment:** Any person desiring to express their views or to be notified of any decisions pertaining to this application should notify Kyle Hendricks, Planning, 625 Swift Boulevard, MS-35, Richland, WA 99352. Comments may be emailed to [planning@ci.richland.wa.us](mailto:planning@ci.richland.wa.us). The deadline for written comments is 6:00 p.m., Sunday, June 9th. However, written comments must be received no later than 5:00 p.m. on Friday, May 31st, 2024 to be incorporated into the staff report. Comments received after that time will be entered into the record during the hearing.

**Appeal:** The application will be reviewed in accordance with the regulations in RMC Title 23 Zoning and Title 19 Development Regulations Administration. Appeal procedures of decisions related to the above referenced applications are set forth in RMC Chapter 19.70. Contact the Richland Planning Division at the above referenced address with questions related to the available appeal process.

# Vicinity Map

Item: 1515 George Washington Way Special use permit  
Applicant: Sage Hill  
File #: SUP2024-101





## Special Use Permit Application

**Note: A Pre-Application meeting is required prior to submittal of an application.**

### PROPERTY OWNER INFORMATION

Contact Person

Owner: The Franklin LLC

Address: 17933 NW Evergreen PI Ste. 300, Beaverton, OR 97006

Phone: 509-546-1597

Email: Rob@fortifyholdings.com

### APPLICANT/CONTRACTOR INFORMATION (if different)

Contact Person

Company: Lester Cooley, d/b/a Sage Hill

UBI#: 604507501

Contact: Les Cooley

Address: 13630 SR 9 SE, Snohomish, WA 98296

Phone: 425-530-2945

Email: les@sage-hill.com

### PROPERTY INFORMATION

Legal Description:

See site plan

Parcel #:

102983020732045

Current Zoning: C-2

Current Land Use Designation: C-2

### DESCRIPTION OF PROJECT

To remove top section of existing cell tower and replace with new section 10' lower and add platform to update cell tower per plans.

### APPLICATION MUST INCLUDE

1. Completed application and filing fee
2. SEPA Checklist
3. Title Report showing ownership, easements, restrictions and accurate legal description of the property involved
4. Site Plan, which shall be drawn at a scale of not less than 30-feet to the inch, nor more than 100-feet to the inch, and shall be clear, precise and shall contain the following information:
  - Boundaries and dimensions of property
  - Location and width of boundary streets
  - Size and location of existing or proposed buildings, structures, or activities on the site
  - Roadways, walkways, off-street parking, loading facilities, and emergency vehicle access
  - Fencing, screening, or buffering with reference to location, type, dimension, and character
  - Open spaces or Natural Areas
  - Easements, rights-of-way, etc.
  - Architect's sketches showing elevations of proposed buildings or structures, complete plans, and any other information needed by the Hearing Examiner as determined by the Administrator

**COMPLETE QUESTIONS WITH AS MUCH DETAIL AS POSSIBLE (Use additional sheet if needed)**

Describe how the size and dimension of the site provide adequate area for the proposed use:

No change to ground space, no disruption on ground.

Describe how the proposed Special Use is compatible with the physical characteristics of the subject property ( including size, shape, topography and drainage):

No change to the physical characteristics of property, other than air space.

Describe the infrastructure which will serve the proposed Special Use, including but not limited to roads, fire protection, water, wastewater disposal and storm water control:

No change infrastructure, no additional impact on infrastructure.

Describe how all applicable requirements of this zoning regulation (RMC Title 23), the City Comprehensive Plan, the City Critical Area Regulations ( RMC Title 20), the City Shoreline Management regulations (RMC Title 26) and the City sign regulations (RMC Title 27) have been met:

Title 23- This proposal removes the canisters that screen the antennas on cell tower and adds platform 10' lower (tower is 80', proposed 70'). No change to other title codes, see plans.

Identify the impacts which may occur to adjacent properties, surrounding areas and public facilities and how those impacts are proposed to be mitigated:

No impact other than cell tower antennas will be visible. To mitigate antennas can be painted best to blend in to surrounding area.

I authorize employees and officials of the City of Richland the right to enter and remain on the property in question to determine whether a permit should be issued and whether special conditions should be placed on any issued permit. I have the legal authority to grant such access to the property in question.

I also acknowledge that if a permit is issued for land development activities, no terms of the permit can be violated without further approval by the permitting entity. I understand that the granting of a permit does not authorize anyone to violate in any way any federal, state, or local law/regulation pertaining to development activities associated with a permit.

I hereby certify under penalty of perjury under the laws of the State of Washington that the following is true and correct:

1. I have read and examined this permit application and have documented all applicable requirements on the site plan.
2. The information provided in this application contains no misstatement of fact.
3. I am the owner(s), the authorized agent(s) of the owner(s) of the above referenced property, or I am currently a licensed contractor or specialty contractor under Chapter 18.27 RCW or I am exempt from the requirements of Chapter 18.27 RCW.
4. I understand this permit is subject to all other local, state, and federal regulations.

*Note: This application will not be processed unless the above certification is endorsed by an authorized agent of the owner(s) of the property in question and/or the owner(s) themselves. If the City of Richland has reason to believe that erroneous information has been supplied by an authorized agent of the owner(s) of the property in question and/or by the owner(s) themselves, processing of the application may be suspended.*

Applicant Printed Name: Lester Cooley

Applicant Signature: Lester Cooley Digitally signed by Lester Cooley  
DN: cn=Lester Cooley, o=DBA Sage Hill, ou,  
email=les@sage-hill.com, c=US Date 4/18/2024  
Date: 2024.04.18 09:25:18 -07'00'





## LEGAL DESCRIPTION

THAT PORTION OF LOTS 3 AND 6, BLOCK 732, PLAT OF RICHLAND, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUMES 6 AND 7 OF PLATS, RECORDS OF BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 7 OF SAID PLAT OF RICHLAND, ALSO BEING THE POINT OF INTERSECTION OF THE WEST MARGIN OF GEORGE WASHINGTON WAY AND THE SOUTH MARGIN OF VAN GIESEN STREET;  
 THENCE SOUTH 01°05'48" EAST 225.00 FEET ALONG SAID WEST MARGIN TO THE TRUE POINT OF BEGINNING;  
 THENCE CONTINUING SOUTH 01°05'48" EAST 535.00 FEET ALONG SAID WEST MARGIN TO THE POINT OF INTERSECTION OF SAID WEST MARGIN WITH THE NORTH MARGIN OF TORBETT STREET;  
 THENCE SOUTH 88°54'12" WEST 217.00 FEET ALONG SAID NORTH MARGIN;  
 THENCE NORTH 01°05'48" WEST 115.00 FEET;  
 THENCE SOUTH 88°54'12" WEST 254.50 FEET;  
 THENCE NORTH 01°05'48" WEST 527.45 FEET;  
 THENCE NORTH 89°12'04" EAST 212.50 FEET;  
 THENCE SOUTH 01°05'48" EAST 105.00 FEET;  
 THENCE NORTH 89°12'04" EAST 259.00 FEET TO THE TRUE POINT OF BEGINNING.

## EASEMENTS

△ CORRESPONDS WITH ITEM NUMBER IN TITLE REPORT

THE FOLLOWING EASEMENTS FROM THE REFERENCED TITLE REPORT MAY CONTAIN SUFFICIENT INFORMATION TO BE DEPICTED ON THE PLAN. OTHER EASEMENTS OR ENCUMBRANCES, IF ANY, MAY AFFECT THE PROPERTY, BUT LACK SUFFICIENT INFORMATION TO BE SHOWN.

- △ 9 EASEMENTS AND LIMITATIONS AS ESTABLISHED IN THE DEDICATION OF "PLAT OF RICHLAND". --SHOWN.
- △ 10 RELINQUISHMENT OF EASEMENTS BY THE CITY OF RICHLAND, RECORDED SEPTEMBER 8, 1999, RECORDING NO. 1999-028778 AND 1999-028779. --ABANDONMENT OF EASEMENTS, SHOWN.
- △ 11 UTILITY EASEMENT, RECORDED JULY 6, 1981, RECORDING NO. 845063. --DOCUMENT NOT AVAILABLE, MAY AFFECT PROPERTY, NOT SHOWN.
- △ 12 DECLARATION OF RESTRICTIONS, RECORDED DECEMBER 20, 1973, RECORDING NO. 658259. AMENDED BY INSTRUMENT, RECORDED JULY 27, 1993, RECORDING NO. 93-21596. --AFFECTS ENTIRE PROPERTY, NOT SHOWN.
- △ 13 AGREEMENT, RECORDED JUNE 25, 1975, RECORDING NO. 683271, RE-RECORDING OF INSTRUMENT RECORDED JUNE 3, 1974, RECORDING NO. 665285. --AFFECTS ENTIRE PROPERTY, NOT SHOWN.
- △ 14 DECLARATION OF RECIPROCAL EASEMENTS AGREEMENT, RECORDED APRIL 29, 1999, RECORDING NO. 1999-014216. --AFFECTS ENTIRE PROPERTY, NOT SHOWN.
- △ 15 ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT, RECORDED OCTOBER 22, 1999, RECORDING NO. 1999-032929. --SHOWN.
- △ 16 UTILITY EASEMENT, RECORDED OCTOBER 22, 1999, RECORDING NO. 1999-032933. --SHOWN.
- △ 17 UTILITY EASEMENT, RECORDED OCTOBER 22, 1999, RECORDING NO. 1999-032934. --SHOWN.
- △ 18 COVENANT LIMITING USE OF REAL PROPERTY, RECORDED 09/24/2003, RECORDING NO. 2003-046343. --AFFECTS ENTIRE PROPERTY, NOT SHOWN.
- △ 19 RIGHT OF ENTRY AGREEMENT, RECORDED 05/27/2004, RECORDING NUMBER 2004-018639. --AFFECTS ENTIRE PROPERTY BUT APPEARS TO HAVE EXPIRED, NOT SHOWN.
- △ 20 ELECTRIC TRANSMISSION AND DISTRIBUTION LINE AND APPURTENANCES EASEMENT, RECORDED 11/10/2004, RECORDING NUMBER 2004-039692. --SHOWN.
- △ 21 GRANT OF EASEMENT, RECORDED JANUARY 23, 2013, RECORDING NO. 2013-2458. --SHOWN.
- △ 22 MEMORANDUM OF PURCHASE AND SALE OF LEASE AND SUCCESSOR LEASE, RECORDED 08/18/2007, RECORDING NO. 2008-024578, A RE-RECORD OF INSTRUMENT RECORDED NOVEMBER 28, 2007, RECORDING NO. 2007-038579. MEMORANDUM OF RESTATED FIRST AMENDMENT OF PURCHASE AND SALE OF LEASE AND SUCCESSOR LEASE, RECORDED FEBRUARY 26, 2013, RECORDING NO. 2013-6294. --AFFECTS ENTIRE PROPERTY, NOT SHOWN.
- △ 23 MEMORANDUM OF PURCHASE AND SALE OF LEASE AND SUCCESSOR LEASE, RECORDED 02/27/2008, RECORDING NO. 2008-005135. MEMORANDUM OF RESTATED FIRST AMENDMENT OF PURCHASE AND SALE OF LEASE AND SUCCESSOR LEASE, RECORDED FEBRUARY 26, 2013, RECORDING NO. 2013-6293. --AFFECTS ENTIRE PROPERTY, NOT SHOWN.
- △ 24 MEMORANDUM OF ASSIGNMENT, RECORDED 04/01/2008, RECORDING NO. 2008-009032. MEMORANDUM OF RESTATED FIRST AMENDMENT OF PURCHASE AND SALE OF LEASE AND SUCCESSOR LEASE, RECORDED FEBRUARY 26, 2013, RECORDING NO. 2013-6293. --AFFECTS ENTIRE PROPERTY, NOT SHOWN.
- △ 25 MEMORANDUM OF ASSIGNMENT, RECORDED 12/31/2007, RECORDING NO. 2007-041989. MEMORANDUM OF RESTATED FIRST AMENDMENT OF PURCHASE AND SALE OF LEASE AND SUCCESSOR LEASE, RECORDED FEBRUARY 26, 2013, RECORDING NO. 2013-6294. --AFFECTS ENTIRE PROPERTY, NOT SHOWN.
- △ 26 MEMORANDUM OF PURCHASE AND SALE OF LEASE AND SUCCESSOR LEASE, RECORDED NOVEMBER 28, 2007, RECORDING NO. 2007-038580. MEMORANDUM OF ASSIGNMENT, RECORDED DECEMBER 31, 2007, RECORDING NO. 2007-041987. MEMORANDUM OF RESTATED FIRST AMENDMENT OF PURCHASE AND SALE OF LEASE AND SUCCESSOR LEASE RECORDED FEBRUARY 26, 2013, RECORDING NO. 2013-6297. --AFFECTS ENTIRE PROPERTY, NOT SHOWN.
- △ 27 MEMORANDUM OF PURCHASE AND SALE OF LEASE AND SUCCESSOR LEASE, RECORDED FEBRUARY 27, 2008, RECORDING NO. 2008-005134. MEMORANDUM OF ASSIGNMENT, RECORDED APRIL 1, 2008, RECORDING NO. 2008-009034. --AFFECTS ENTIRE PROPERTY, NOT SHOWN.
- △ 28 MEMORANDUM OF LAND LEASE AGREEMENT, RECORDED FEBRUARY 25, 2005, RECORDING NO. 2005-5919. ASSIGNMENT AND ASSUMPTION OF LAND LEASE, RECORDED JANUARY 23, 2013, RECORDING NO. 2013-2459. --SHOWN. NOTE: ALSO INCLUDES A NON-EXCLUSIVE RIGHT-OF-WAY OVER PROPERTY FROM PUBLIC STREETS TO LEASED AREA.
- △ 29 MEMORANDUM OF ROOFTOP LEASE, RECORDED MARCH 5, 2013, RECORDING NO. 2013-7166. --AFFECTS ENTIRE PROPERTY, NOT SHOWN.
- △ 30 ELECTRIC UTILITY EASEMENT, RECORDED MARCH 7, 2023, RECORDING NO. 2023-004167. --SHOWN.

## NOTES

1. TITLE REPORT PREPARED BY TICOR TITLE COMPANY, GUARANTEE NO. 472426391, FEBRUARY 27, 2024.
2. FIELD WORK CONDUCTED IN MARCH 2024.
3. BASIS OF BEARING: WASHINGTON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD83/91).
4. UNDERGROUND UTILITIES SHOWN HEREON, IF ANY, WERE DELINEATED FROM SURFACE EVIDENCE AND/OR UTILITY COMPANY RECORDS. CRITICAL LOCATIONS SHOULD BE VERIFIED PRIOR TO DESIGN AND CONSTRUCTION.
5. FEMA DESIGNATION: ZONE 'X' (AREA OF MINIMAL FLOOD HAZARD), FIRM MAP NUMBER 5355330010E, EFFECTIVE DATE MARCH 1, 1984.

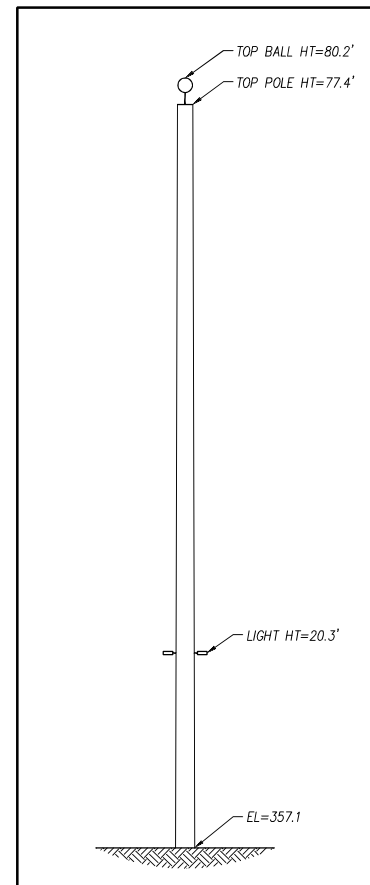
## SITE INFORMATION

TAX PARCEL # 102983020732045/274576  
 SITE ADDRESS 1515 GEORGE WASHINGTON WAY  
 RICHLAND, WA 99352  
 SITE CONTACT -  
 PHONE NUMBER -  
 ZONING C-2 (RETAIL BUSINESS) (CITY OF RICHLAND)  
 TOTAL LOT AREA 5.65 AC

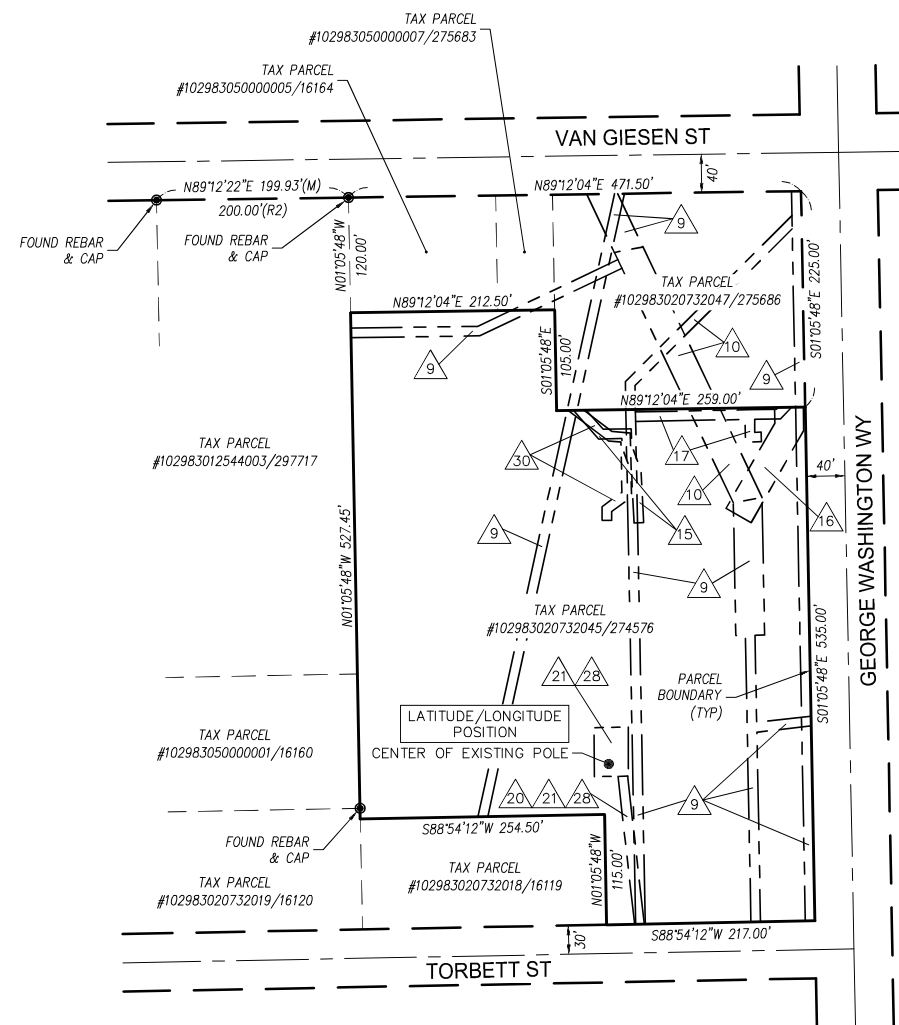
## LATITUDE/LONGITUDE POSITION

COORDINATE DATA AT CENTER OF EXISTING POLE:  
 NAD 83/91  
 LAT - 46°17'33.76" N NAVD 88  
 LONG - 119°16'31.09" W ELEV= 357.1 FEET

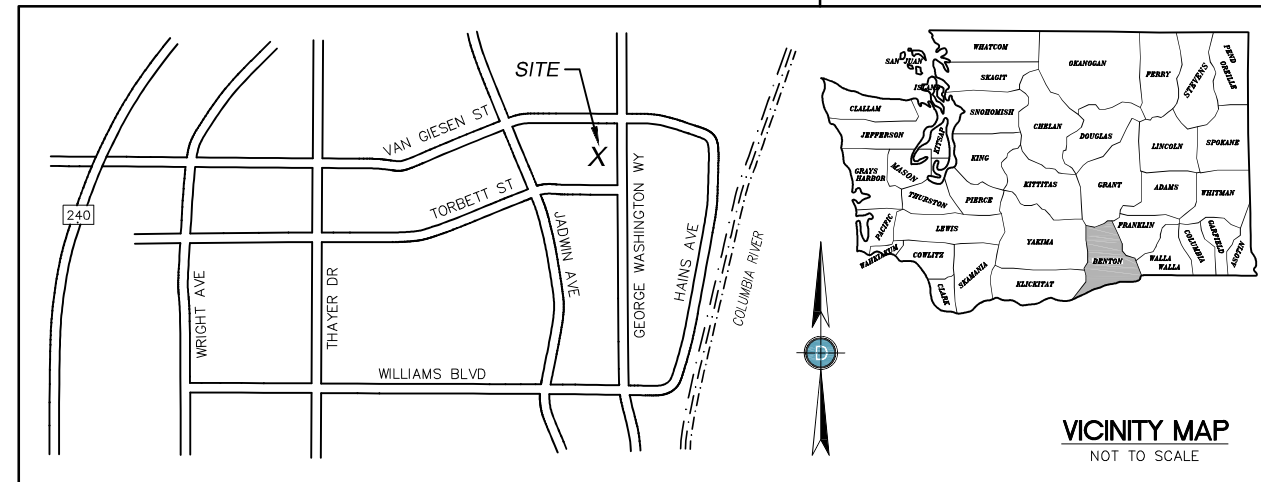
LAT - 46.292711° N  
 LONG - 119.275303° W



POLE DETAIL  
 NOT TO SCALE



SITE LOCATION WITH EASEMENTS  
 SCALE: 1"=100'



VICINITY MAP  
 NOT TO SCALE

## LEGEND

- |        |                          |
|--------|--------------------------|
| ---    | SUBJECT BOUNDARY LINE    |
| ---    | RIGHT-OF-WAY CENTERLINE  |
| ---    | RIGHT-OF-WAY LINE        |
| ---    | ADJACENT BOUNDARY LINE   |
| ---    | SECTIONAL BREAKDOWN LINE |
| ---    | EASEMENT LINE            |
| (R)    | REFERENCE                |
| (M)    | MEASURED                 |
| OP     | OVERHEAD POWER LINE      |
| UP     | BURIED POWER LINE        |
| G      | BURIED GAS LINE          |
| OT     | OVERHEAD TELEPHONE LINE  |
| UT     | BURIED TELEPHONE LINE    |
| W      | BURIED WATER LINE        |
| SS     | BURIED SANITARY SEWER    |
| SD     | BURIED STORM DRAIN       |
| ---    | DITCH LINE/FLOW LINE     |
| o      | CHAIN LINK FENCE         |
| o      | WOOD FENCE               |
| x      | BARBED WIRE/WIRE FENCE   |
| △      | TRANSFORMER              |
| ⊗      | FIRE HYDRANT             |
| ⊗      | GATE VALVE               |
| P      | POWER VAULT              |
| ⊗      | WATER METER              |
| ⊗      | UTILITY BOX              |
| ⊗      | FIRE STAND PIPE          |
| ⊗      | UTILITY POLE             |
| ⊗      | IRRIGATION CONTROL       |
| ⊗      | GUY ANCHOR               |
| ⊗      | CATCH BASIN, TYPE I      |
| ⊗      | CATCH BASIN, TYPE II     |
| ⊗      | SIGN                     |
| T      | TELEPHONE VAULT          |
| ⊗      | BOLLARD                  |
| ⊗      | TEL. MANHOLE             |
| ⊗      | MAIL BOX                 |
| ⊗      | TEL. PEDESTAL            |
| 234.21 | SPOT ELEVATION           |

- NOTE:
1. ALL ELEVATIONS SHOWN ARE ABOVE MEAN SEA LEVEL (AMSL) AND ARE REFERENCED TO THE NAVD88 DATUM.
  2. ALL TOWER, TREE AND APPURTENANCE HEIGHTS ARE ABOVE GROUND LEVEL (AGL) AND ARE ACCURATE TO ± 0.5 FEET OR ± 1% OF TOTAL HEIGHT, WHICHEVER IS GREATER.

## SURVEY REFERENCE

1. BOUNDARY LINE ADJUSTMENT PREPARED BY BRYAN L. CAMPBELL, PLS, RECORDED MAY 18, 1999 IN BOOK 1 OF SURVEYS, PAGE 2616, RECORDS OF BENTON COUNTY, WASHINGTON.
2. SHORT PLAT PREPARED BY GARY B. WAGNER, PLS, RECORDED AUGUST 7, 2007 IN VOLUME 1 OF SHORT PLATS, PAGE 3030, RECORDS OF BENTON COUNTY, WASHINGTON.

## BOUNDARY DISCLAIMER

THIS PLAN DOES NOT REPRESENT A BOUNDARY SURVEY. SUBJECT AND ADJACENT PROPERTY LINES ARE DEPICTED USING FIELD-FOUND EVIDENCE AND RECORD INFORMATION.

UNDERGROUND UTILITIES EXIST IN THE AREA AND UTILITY INFORMATION SHOWN MAY BE INCOMPLETE. STATE LAW REQUIRES THAT CONTRACTOR CONTACT THE ONE-CALL UTILITY LOCATE SERVICE AT LEAST 48 HOURS BEFORE STARTING ANY CONSTRUCTION.



Know what's below.  
 Call before you dig.

verizon

NEW WAVE  
 ARCHITECTURE



DUNCANSON  
 Company, Inc.

145 SW 155th Street, Suite 102  
 Seattle, Washington 98166  
 Phone 206.244.4141  
 Fax 206.244.4455

SITE  
**TRI-CHERRY LANE**  
 1515 GEORGE WASHINGTON WAY  
 RICHLAND, WA 99352  
 BENTON COUNTY

THIS DRAWING WAS CREATED FOR THE EXCLUSIVE USE OF THE CLIENT NAMED HEREON, AND IS NOT TO BE USED IN WHOLE OR IN PART WITHOUT WRITTEN AUTHORIZATION FROM SAID CLIENT.  
 © 2024 DUNCANSON COMPANY, INC.

FIELD CREW: DC  
 FIELD BOOK: 631/104  
 DRAWN BY: DAS  
 JOB #: 99544.2925  
 DATE: 4/9/2024

## REVISIONS

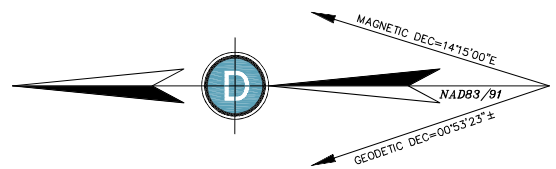
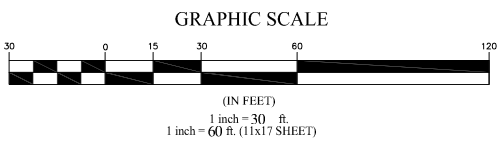
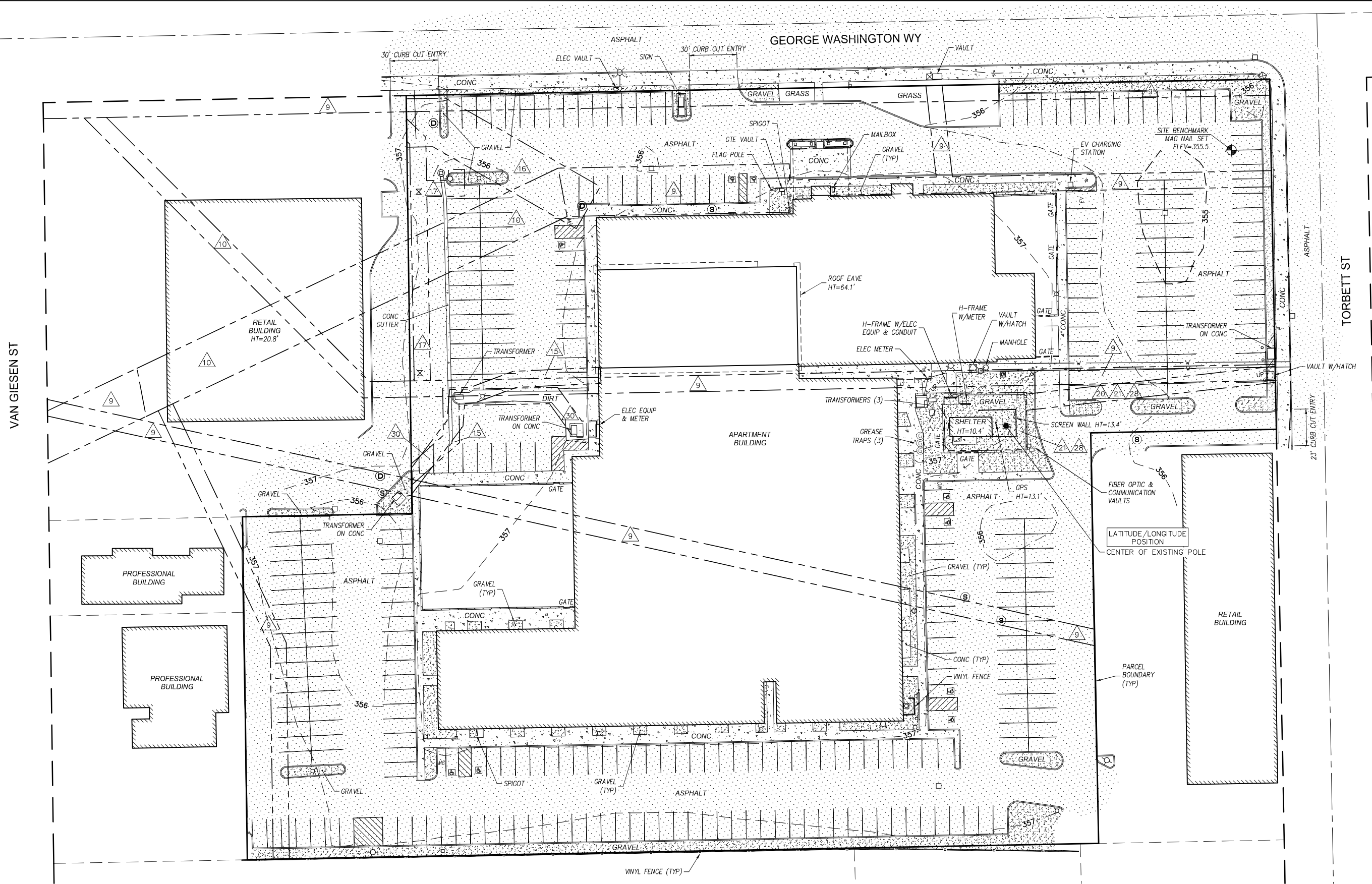
DATE	DESCRIPTION	BY



SHEET TITLE  
**EXISTING SITE SURVEY  
 SEC 2, TWP 9 N, RNG 28 E, WM**

SHEET NUMBER  
**SV1**





**LATITUDE/LONGITUDE POSITION**  
 COORDINATE DATA AT CENTER OF EXISTING POLE:  
 NAD 83/91  
 LAT - 46°17'33.76" N      NAVD 88  
 LONG - 119°16'31.09" W      ELEV= 357.1 FEET  
 LAT - 46.292711° N  
 LONG - 119.275303° W



BENCHMARK IS BASED ON WSRN PUGET SOUND REFERENCE NETWORK.  
 ELEVATION DERIVED USING GPS. ACCURACY MEETS OR EXCEEDS 1A STANDARDS AS DEFINED ON THE FAA ASAC INFORMATION SHEET 91-003.

UNDERGROUND UTILITIES EXIST IN THE AREA AND UTILITY INFORMATION SHOWN MAY BE INCOMPLETE. STATE LAW REQUIRES THAT CONTRACTOR CONTACT THE ONE-CALL UTILITY LOCATE SERVICE AT LEAST 48 HOURS BEFORE STARTING ANY CONSTRUCTION.



verizon

NEW WAVE ARCHITECTURE



**DUNCANSON**  
 Company, Inc.  
 145 SW 155th Street, Suite 102  
 Seattle, Washington 98166  
 Phone 206.244.4141  
 Fax 206.244.4455

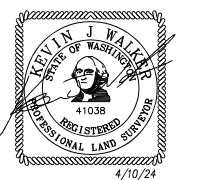
SITE  
**TRI-CHERRY LANE**  
 1515 GEORGE WASHINGTON WAY  
 RICHLAND, WA 99352  
 BENTON COUNTY

THIS DRAWING WAS CREATED FOR THE EXCLUSIVE USE OF THE CLIENT NAMED HEREON AND IS NOT TO BE USED IN WHOLE OR IN PART WITHOUT WRITTEN AUTHORIZATION FROM SAID CLIENT.  
 © 2024 DUNCANSON COMPANY, INC.

FIELD CREW:	DC
FIELD BOOK:	631/104
DRAWN BY:	DAS
JOB #:	99544.2925
DATE:	4/9/2024

**REVISIONS**

DATE	DESCRIPTION	BY



SHEET TITLE  
 EXISTING SITE SURVEY  
 SEC 2, TWP 9 N, RING 28 E, WM

SHEET NUMBER  
**SV2**

GEORGE WASHINGTON WY

VAN GIESEN ST

TORBETT ST

TAX PARCEL  
102983020732047/  
275686

ZONING: C-2



TAX PARCEL  
102983050000007/  
275883

ZONING: C-2



TAX PARCEL  
102983050000005/  
16164

ZONING: C-2



TAX PARCEL  
102983012544003/  
297717

ZONING: C-2

TAX PARCEL  
102983020732045  
/ 274576

ZONING: C-2

APARTMENT BUILDING

TAX PARCEL  
102983050000001/  
16160

ZONING: C-2

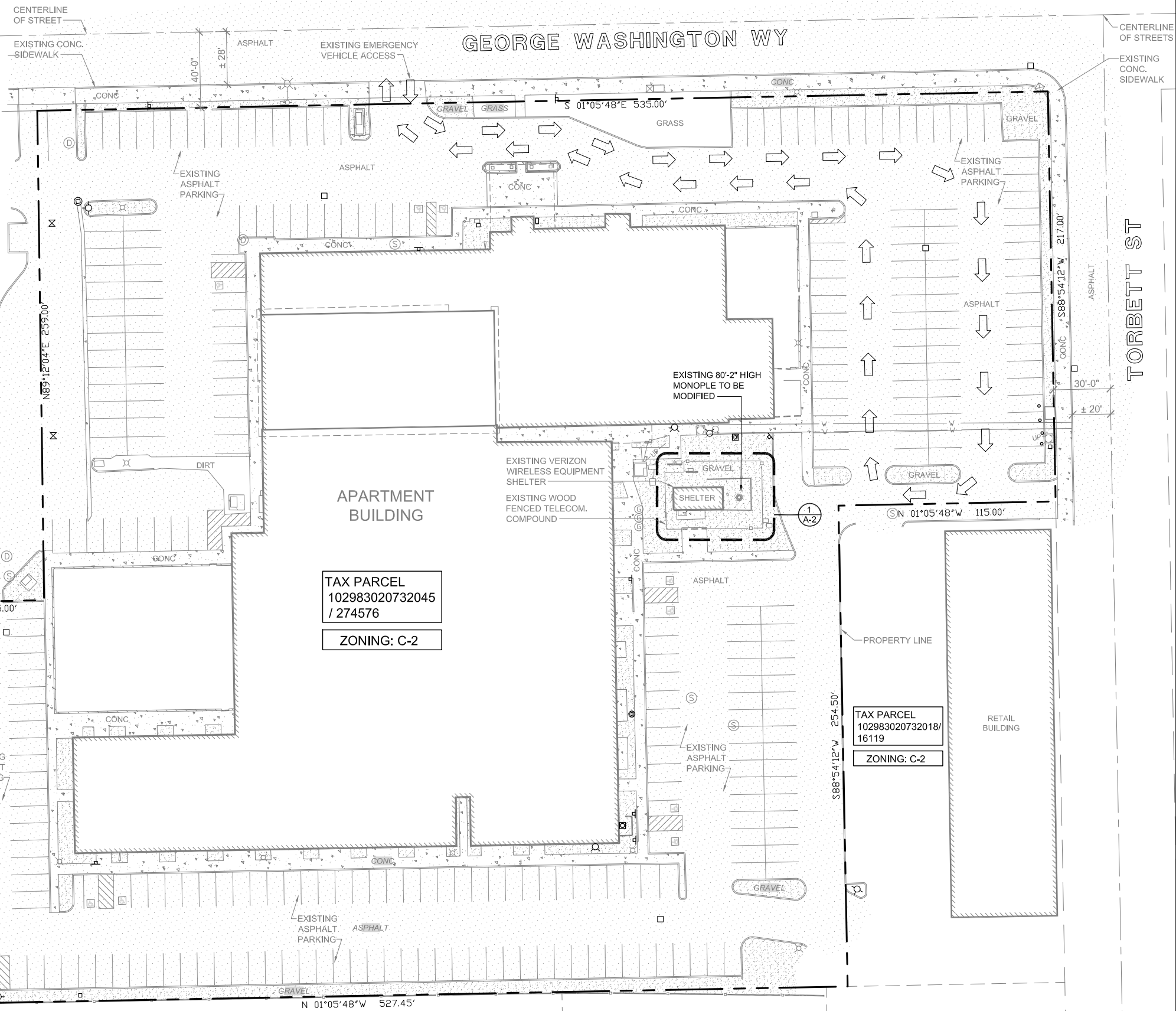
TAX PARCEL  
102983020732019/  
16120

ZONING: C-2

TAX PARCEL  
102983020732018/  
16119

ZONING: C-2

RETAIL BUILDING



OFFICE: (425) 778-3800  
JAY@NEWWAVEARCH.COM

DATE: 4-17-24

PREPARED BY:

APPROVED BY: JYS

SUBMITTALS

NO	DATE	DESCRIPTION
4-17-24		ZONING SUBMITTAL
4-15-24		PRELIMINARY ZONING

SITE

TRI CHERRY LANE

( MOD. SITE - 5G L-SUB6 )

1515 GEORGE WASHINGTON WY.  
RICHLAND, WA 99352

SHEET TITLE

OVERALL SITE PLAN

SHEET NUMBER

A-1

1 OVERALL SITE PLAN  
SCALE: 1" = 30'-0" (22x34), 1" = 60'-0" (11x17)







**GENERAL NOTES**

- VERIFY EACH ANTENNA CABLE LENGTH, DIAMETER, ROUTING, AND ALL MOUNTING APPURTENANCES WITH OWNER PRIOR TO ORDER.
- THE MAXIMUM ANTENNA CABLE LENGTH HAS BEEN ESTIMATED WITH CORRESPONDING CABLE DIAMETER ON THE TABLE ABOVE. THIS CABLE LENGTH IS APPROXIMATE AND IS TO BE USED FOR CONSTRUCTION. ACTUAL ANTENNA CABLE LENGTHS MAY VARY FROM ESTIMATED MAXIMUM LENGTH AND MUST BE VERIFIED.
- TAG ALL MAIN CABLES AT TWO (2) LOCATIONS:  
A - AT ANTENNAS  
B - INSIDE EQUIPMENT SHELTER / CABINET NEAR THE WAVEGUIDE ENTRY PORT.
- EACH ANTENNA CABLE SHALL BE SUPPORTED WITH COLUMN GRIP (CHINESE FINGER GRIP) HUNG FROM A J-HOOK AT TOP OF TOWER.
- EACH ANTENNA CABLE SHALL BE GROUNDED AT (3) THREE LOCATIONS; ANTENNA PLATFORM, TOWER BASE AND EQ CABINET.

**PANEL ANTENNA AND ANTENNA CABLE SCHEDULE**

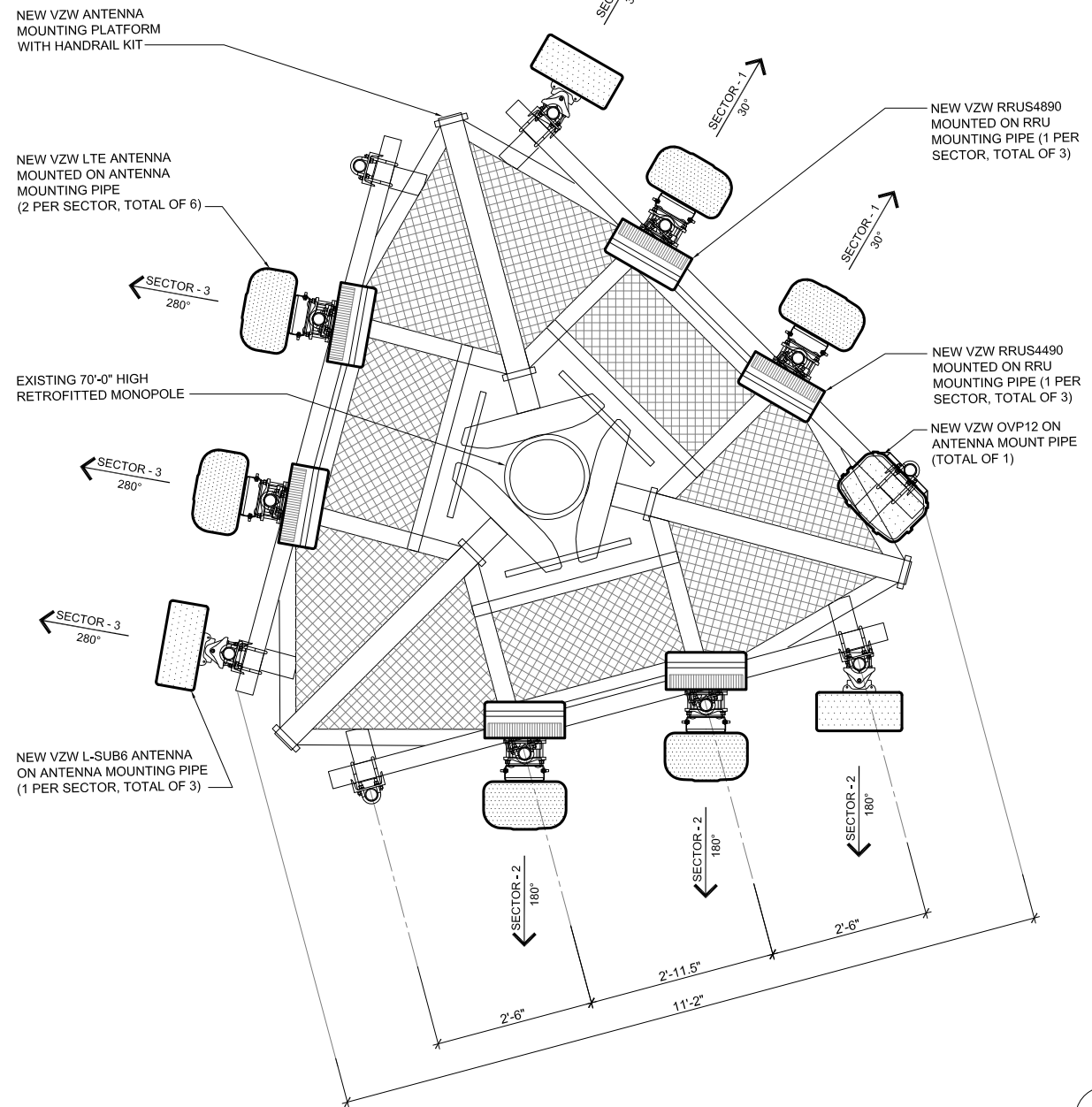
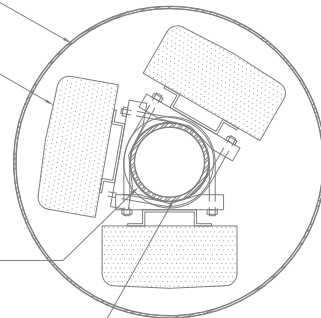
SECTOR	ANTENNA QUANTITY	ANTENNA SIZE	ANTENNA TIP HT.	AZIMUTH	DOWNTILT	RRUS	OVP	NO. OF ANTENNA CABLE RUNS	ANTENNA CABLE SIZE	ANTENNA CABLE LENGTH
1	1 NEW - L-SUB6 (5G-AIR6419)	2'-7"	66.0'	30°	0°		1 NEW - OVP-12	1 NEW - HYBRID	6X12 (1.47" DIA.)	±80'
1	1 NEW - 700/1900/AWS (LTE)	8'-0"	66.0'	30°	0°	1 NEW - RRU 4490				
1	1 NEW - 700/1900/AWS (LTE)	8'-0"	66.0'	30°	0°	1 NEW - RRU 4890				
2	1 NEW - L-SUB6 (5G-AIR6419)	2'-7"	66.0'	180°	0°			1 NEW - HYBRID	6X12 (1.47" DIA.)	±80'
2	1 NEW - 700/1900/AWS (LTE)	8'-0"	66.0'	180°	0°	1 NEW - RRU 4490				
2	1 NEW - 700/1900/AWS (LTE)	8'-0"	66.0'	180°	0°	1 NEW - RRU 4890				
3	1 NEW - L-SUB6 (5G-AIR6419)	2'-7"	66.0'	280°	0°					
3	1 NEW - 700/1900/AWS (LTE)	8'-0"	66.0'	280°	0°	1 NEW - RRU 4490				
3	1 NEW - 700/1900/AWS (LTE)	8'-0"	66.0'	280°	0°	1 NEW - RRU 4890				
TOTAL QUANTITY	12 - ANTENNAS					6 - RRUS	1 - OVP	2 - HYBRID		

EXISTING RF STEALTH SILO, 26" O.D. (25 5/8" I.D.) CANISTER

EXISTING ANTENNA.

EXISTING 6" ANTENNA MOUNTING MAST.

(E) 80'-2" HIGH MONOPOLE WITH 3 ANTENNA CANISTER SHROUD SECTIONS ON TOP.



**1** EXISTING ANTENNA PLAN AT 75'-0" A.G.L. (ANTENNA RAD CENTER)

SCALE: 3/4" = 1'-0" (22x34), 3/8" = 1'-0" (11x17)

**2** PROPOSED ANTENNA PLAN AT 62'-0" A.G.L. (ANTENNA RAD CENTER)

SCALE: 3/4" = 1'-0" (22x34), 3/8" = 1'-0" (11x17)



OFFICE: (425) 778-3800  
JAY@NEWWAVEARCH.COM

DATE: 4-17-24

PREPARED BY:

APPROVED BY: JYS

**SUBMITTALS**

NO	DATE	DESCRIPTION
4-17-24		ZONING SUBMITTAL
4-15-24		PRELIMINARY ZONING

**SITE**

**TRI CHERRY LANE**

( MOD. SITE \_ 5G L-SUB6 )

1515 GEORGE WASHINGTON WY.  
RICHLAND, WA 99352

**SHEET TITLE**

**ANTENNA PLAN SCHEDULE, AND NOTES**

**SHEET NUMBER**

**A-3**

**SUBMITTALS**

NO	DATE	DESCRIPTION
4-17-24		ZONING SUBMITTAL
4-15-24		PRELIMINARY ZONING

**SITE**

**TRI CHERRY LANE**

( MOD. SITE \_ 5G L-SUB6 )

1515 GEORGE WASHINGTON WY.  
RICHLAND, WA 99352

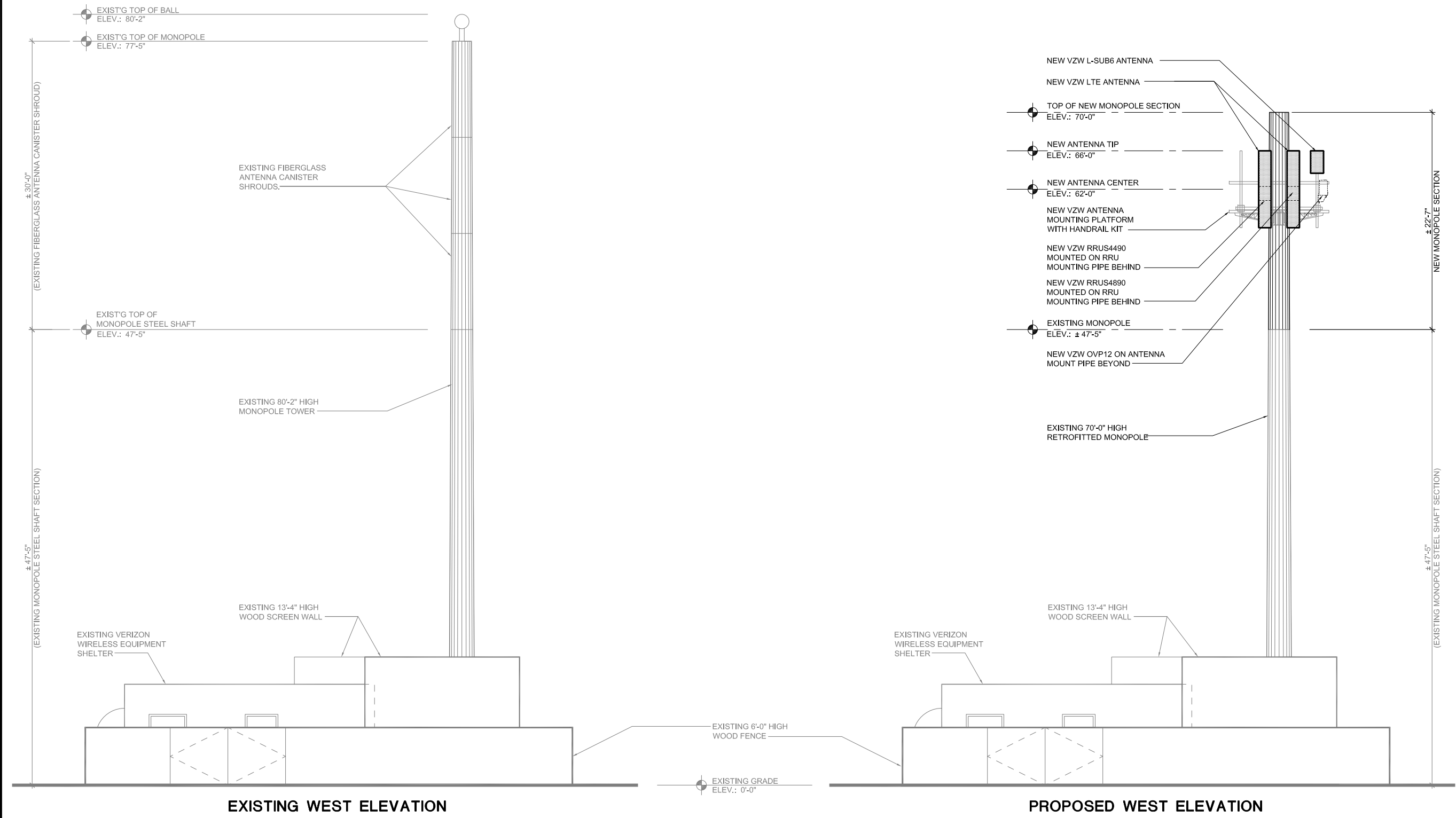
**SHEET TITLE**

**ELEVATION**

**SHEET NUMBER**

**A-4**

NOTE:  
ANTENNAS AND TOWER  
MOUNTED AUXILIARY SHOWN  
FROM DIRECTION OF  
SECTORIZATION FOR CLARITY.



# SEPA ENVIRONMENTAL CHECKLIST

## **Purpose of checklist**

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization, or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

## **Instructions for applicants**

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. **You may use “not applicable” or “does not apply” only when you can explain why it does not apply and not when the answer is unknown.** You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to **all parts of your proposal**, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

## **Instructions for lead agencies**

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

## **Use of checklist for nonproject proposals**

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B, plus the [Supplemental Sheet for Nonproject Actions \(Part D\)](#). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in “Part B: Environmental Elements” that do not contribute meaningfully to the analysis of the proposal.

**A. Background** [Find help answering background questions](#)

**1. Name of proposed project, if applicable:**

Tri Cherry Lane

**2. Name of applicant:** Verizon- Lester Cooley , dba Sage Hill

**3. Address and phone number of applicant and contact person:** 13630 State Route 9 SE,  
Snohomish, WA 98296 - 425-530-2945 - Lester Cooley

**4. Date checklist prepared:** 4/18/2024

**5. Agency requesting checklist:** Planning

**6. Proposed timing or schedule (including phasing, if applicable):** N/A

**7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.** No

**8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.** N/A

**9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.**

Special Use Permit Pending

**10. List any government approvals or permits that will be needed for your proposal, if known.**

Special Use Permit & Building Permit Approval

**12. Give a brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)** Existing communication tower (cell tower) to be modified.

No ground disturbance proposed.

**13. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.**

Existing location is 1515 George Washington Way, Richland, WA 99352.

Cell Tower location is on south part of property near Torbett Street.



## B. Environmental Elements

### 1. Earth [Find help answering earth questions](#)

#### a. General description of the site:

Open level parking lot area with shrubs around cell tower area.

Circle or highlight one: Flat, rolling, hilly, steep slopes, mountainous, other:

b. What is the steepest slope on the site (approximate percent slope)? Flat- no slope

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them, and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

No ground disturbance.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. N/A

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

N/A

f. Could erosion occur because of clearing, construction, or use? If so, generally describe.

N/A

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? No change

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any.

N/A

## 2. Air [Find help answering air questions](#)

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. Truck/auto & crane emissions only.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. No

c. Proposed measures to reduce or control emissions or other impacts to air, if any.

N/A

## 3. Water [Find help answering water questions](#)

a. Surface Water: [Find help answering surface water questions](#)

1. Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. No

2. Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. No

3. Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material. N/A

4. Will the proposal require surface water withdrawals or diversions? Give a general description, purpose, and approximate quantities if known. N/A

5. Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

No

6. Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. No

**b. Ground Water:** [Find help answering ground water questions](#)

1. Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give a general description, purpose, and approximate quantities if known. No

2. Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (domestic sewage; industrial, containing the following chemicals...; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

N/A

**c. Water Runoff (including stormwater):**

1. Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

N/A

2. Could waste materials enter ground or surface waters? If so, generally describe.

N/A

3. Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe. N/A

4. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any. N/A

#### 4. Plants [Find help answering plants questions](#)

a. Check the types of vegetation found on the site:

- deciduous tree: alder, maple, aspen, other
- evergreen tree: fir, cedar, pine, other
- shrubs
- grass
- pasture
- crop or grain
- orchards, vineyards, or other permanent crops.
- wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- water plants: water lily, eelgrass, milfoil, other
- other types of vegetation

b. What kind and amount of vegetation will be removed or altered? None

c. List threatened and endangered species known to be on or near the site. Does not apply

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any. N/A

e. List all noxious weeds and invasive species known to be on or near the site. Does not apply

#### 5. Animals [Find help answering animal questions](#)

a. List any birds and other animals that have been observed on or near the site or are known to be on or near the site. Song birds, other birds may be common to area but did not see any.

Examples include:

- Birds: hawk, heron, eagle, songbirds, other:
- Mammals: deer, bear, elk, beaver, other:
- Fish: bass, salmon, trout, herring, shellfish, other:

b. List any threatened and endangered species known to be on or near the site. Does not apply

c. Is the site part of a migration route? If so, explain. Does not apply

d. Proposed measures to preserve or enhance wildlife, if any. N/A

e. List any invasive animal species known to be on or near the site. Does not apply

**6. Energy and Natural Resources** [Find help answering energy and natural resource questions](#)

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. N/A
  
- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. No
  
- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any. N/A

**7. Environmental Health** [Find help with answering environmental health questions](#)

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur because of this proposal? If so, describe.

No

- 1. Describe any known or possible contamination at the site from present or past uses.

None to my knowledge

- a. Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

N/A

- b. Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

None

- c. Describe special emergency services that might be required.

None

- d. Proposed measures to reduce or control environmental health hazards, if any.

N/A



## b. Noise

1. What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? None
  
2. What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site)? Crane noise, hours 8 to 5.
  
3. Proposed measures to reduce or control noise impacts, if any. None

## 8. Land and Shoreline Use [Find help answering land and shoreline use questions](#)

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. Hotel, rentals and commercial business near site area. Across Geogre Washington Way to east is school/learning center.
  
- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses because of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

N/A

1. Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how?

N/A

- c. Describe any structures on the site.

Hotel/rentals, meeting rooms, retail, restaurant.

- d. Will any structures be demolished? If so, what?

No

- e. What is the current zoning classification of the site?

C-2

- f. What is the current comprehensive plan designation of the site?

C-2

**g. If applicable, what is the current shoreline master program designation of the site?**

N/A

**h. Has any part of the site been classified as a critical area by the city or county? If so, specify.**

No

**i. Approximately how many people would reside or work in the completed project?**

2 to 4 people to complete work, 0 after (unmanned)

**j. Approximately how many people would the completed project displace?**

0

**k. Proposed measures to avoid or reduce displacement impacts, if any.**

N/A

**l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any.**

Special Use Permit approval required.

**m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any.**

N/A

**9. Housing** [Find help answering housing questions](#)

**a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.**

N/A

**b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.**

N/A

**c. Proposed measures to reduce or control housing impacts, if any.**

N/A

**10. Aesthetics** [Find help answering aesthetics questions](#)

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

Existing cell tower 80' - being proposed to reduced to 70'

- b. What views in the immediate vicinity would be altered or obstructed?

N/A

- c. Proposed measures to reduce or control aesthetic impacts, if any.

Paint antennas to blend with adjacent hotel building.

**11. Light and Glare** [Find help answering light and glare questions](#)

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

N/A

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

N/A

- c. What existing off-site sources of light or glare may affect your proposal?

N/A

- d. Proposed measures to reduce or control light and glare impacts, if any.

N/A

**12. Recreation** [Find help answering recreation questions](#)

- a. What designated and informal recreational opportunities are in the immediate vicinity?

Walking, bike riding and the like.

- b. Would the proposed project displace any existing recreational uses? If so, describe.

No

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any.

N/A

**13. Historic and Cultural Preservation** [Find help answering historic and cultural preservation questions](#)

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe. N/A

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. N/A

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. N/A

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required. N/A

**14. Transportation** [Find help with answering transportation questions](#)

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. George Washington Way- no change to existing access. See site plan.

b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? Yes, along Geogre Washington Way

c. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle, or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). No

d. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. No

e. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? 1 or 2, service truck and crane for day or so.

f. Will the proposal interfere with, affect, or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe. No

g. Proposed measures to reduce or control transportation impacts, if any. N/A

**15. Public Services** [Find help answering public service questions](#)

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

No

b. Proposed measures to reduce or control direct impacts on public services, if any.

N/A

**16. Utilities** [Find help answering utilities questions](#)

a. Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other:

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed. No new utilities proposed.

**C. Signature** [Find help about who should sign](#)

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

X

SEPA Responsible Official

Type name of signer: Lester Cooley

Position and agency/organization: Click or tap here to enter text.

Date submitted: 4/18/2024



## **D. Supplemental sheet for nonproject actions** [Find help for the nonproject actions worksheet](#)

**IT IS NOT REQUIRED** to use this section for project actions.

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

**1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?**

- **Proposed measures to avoid or reduce such increases are:**

**2. How would the proposal be likely to affect plants, animals, fish, or marine life?**

- **Proposed measures to protect or conserve plants, animals, fish, or marine life are:**

**3. How would the proposal be likely to deplete energy or natural resources?**

- **Proposed measures to protect or conserve energy and natural resources are:**

**4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?**

- **Proposed measures to protect such resources or to avoid or reduce impacts are:**

**5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?**

- **Proposed measures to avoid or reduce shoreline and land use impacts are:**

**6. How would the proposal be likely to increase demands on transportation or public services and utilities?**

- **Proposed measures to reduce or respond to such demand(s) are:**

**7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.**

No FAA notice required.

\*\*\*\*\*  
\* Federal Airways & Airspace \*  
\* Summary Report: Existing Structure \*  
\* Antenna Structure \*  
\*\*\*\*\*

Airspace User: Pooja Jain

File: CHERRY LANE

Location: Richland, WA

Latitude: 46°-17'-33.74" Longitude: 119°-16'-31.10"

SITE ELEVATION AMSL.....357 ft.  
STRUCTURE HEIGHT.....70 ft.  
OVERALL HEIGHT AMSL.....427 ft.

NOTICE CRITERIA

- FAR 77.9(a): NNR (DNE 200 ft AGL)
- FAR 77.9(b): NNR (DNE Notice Slope)
- FAR 77.9(c): NNR (Not a Traverse Way)
- FAR 77.9: NNR FAR 77.9 IFR Notice for RLD
- FAR 77.9: NNR FAR 77.9 IFR Notice for PSC
- FAR 77.9(d): NNR (Off Airport Construction)

NR = Notice Required  
 NNR = Notice Not Required  
 PNR = Possible Notice Required (depends upon actual IFR procedure)  
 For new construction review Air Navigation Facilities at bottom of this report.

The location and analysis were based upon an existing structure. However, no existing aeronautical study number was identified. If the 'existing' structure penetrates an obstruction surface defined by CFR 77.17, 77.19, 77.21 or 77.23 (see below) it is strongly recommended the FAA be notified of the 'existing' structure to determine obstruction marking or lighting requirements. It is not uncommon for the FAA to issue a Determination of No Hazard (DNH) for an existing structure and modify the airspace to accommodate the structure, should that be required. If the FAA issues a DNH enter the aeronautical study number (ASN) in the space provided on the Airspace Analysis Window Form and re-run Airspace.

The below analysis reflects the aeronautical conditions that exist as of the date stamped on this analysis.

Notice to the FAA is not required at the analyzed location and height for slope, height or Straight-In procedures. Please review the 'Air Navigation' section for notice requirements for offset IFR procedures and EMI.

OBSTRUCTION STANDARDS

- FAR 77.17(a)(1): DNE 499 ft AGL
- FAR 77.17(a)(2): DNE - Airport Surface
- FAR 77.19(a): DNE - Horizontal Surface
- FAR 77.19(b): DNE - Conical Surface
- FAR 77.19(c): DNE - Primary Surface
- FAR 77.19(d): DNE - Approach Surface
- FAR 77.19(e): DNE - Approach Transitional Surface
- FAR 77.19(e): DNE - Abeam Transitional Surface

VFR TRAFFIC PATTERN AIRSPACE FOR: RLD: RICHLAND

Type: A RD: 6995.655 RE: 387.1

- FAR 77.17(a)(1): DNE
- FAR 77.17(a)(2): DNE - Height No Greater Than 200 feet AGL.
- VFR Horizontal Surface: DNE
- VFR Conical Surface: DNE
- VFR Primary Surface: DNE
- VFR Approach Surface: DNE
- VFR Transitional Surface: DNE

The structure is within VFR - Traffic Pattern Airspace Runway Side Area. Structures that exceed horizontal, conical, and/or 500' AGL will receive a hazard determination from the FAA.

The structure is within VFR - Traffic Pattern Airspace Climb/Descent Area. Structures exceeding the greater of 350' AAE, 77.17(a)(2), or VFR horizontal and conical surfaces will receive a hazard determination from the FAA. Maximum AMSL of Traffic Pattern Area is 744 feet.

VFR TRAFFIC PATTERN AIRSPACE FOR: PSC: TRI-CITIES

Type: A RD: 37093 RE: 386

- FAR 77.17(a)(1): DNE
- FAR 77.17(a)(2): DNE - Greater Than 5.99 NM.
- VFR Horizontal Surface: DNE
- VFR Conical Surface: DNE
- VFR Primary Surface: DNE
- VFR Approach Surface: DNE
- VFR Transitional Surface: DNE

TERPS DEPARTURE PROCEDURE (FAA Order 8260.3, Volume 4)

- FAR 77.17(a)(3) Departure Surface Criteria (40:1)
- DNE Departure Surface

MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)

- FAR 77.17(a)(4) MOCA Altitude Enroute Criteria
- The Maximum Height Permitted is 1500 ft AMSL

PRIVATE LANDING FACILITIES

FACIL	BEARING	RANGE	DELTA ARP	FAA
IDENT TYP NAME	To FACIL	IN NM	ELEVATION	IFR

```

-----
WA89  HEL KADLEC RGNL MEDICAL CENTER      203.48      .72      +43
No Impact to Private Landing Facility
Below Notice Standards by: 122 feet.

WT02  HEL HAMMER EVOC SKID PAD            328.3       4.61      -13
No Impact to Private Landing Facility
Structure 13 ft below heliport.

18WA  HEL PASCO                          30.39       5.73      -273
No Impact to Private Landing Facility
Structure 273 ft below heliport.

```

AIR NAVIGATION ELECTRONIC FACILITIES

FAC	ST	DIST	DELTA	GRND
APCH				
ANGLE	BEAR			
-----	-----	-----	-----	-----
RLD	LOCALIZER	I	110.5 285.05	8848 +38 WA RWY 19
RICHLAND	.25 189			
PSC	RADAR ASR	I	2810. 96.73	38976 -38 WA TRI-
CITIES	-.06			
Alert. Object Does Not Require Notice to the FAA based upon EMI.				
Maximum Not To Exceed Notice Height is: 656 ft AMSL				
PSC	VOR/DME	R	113.7 101.64	40789 +21 WA
PASCO	.03			

5G AIRPORT SAFETY AREA

Possible Spectrum conflict with airport RLD  
Please review 5G Report: CHERRY LANE.5GR  
Site is located in RLD Zone 4.

CFR Title 47, §1.30000-§1.30004

AM STUDY NOT REQUIRED: Structure is not near a FCC licensed AM station.  
Movement Method Proof as specified in §73.151(c) is not required.  
Please review 'AM Station Report' for details.

Nearest AM Station: KALE @ 9278 meters.

Airspace® Summary Version 24.1.694

AIRSPACE® and TERPS® are registered ® trademarks of Federal Airways & Airspace®  
Copyright © 1989 - 2024

02-26-2024  
10:27:43

# SUBDIVISION

Issued By: COMMONWEALTH LAND TITLE INSURANCE COMPANY  
by its agent:



Guarantee/Certificate Number:

472426391

COMMONWEALTH LAND TITLE INSURANCE COMPANY, a corporation, herein called the Company,

## GUARANTEES

Sage Hill

herein called the Assured, against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

### LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

**Ticor Title Company**  
8101 W Grandridge Blvd., Suite 110  
Kennewick, WA 99336

Countersigned By:

Handwritten signature of Dylan Strait in black ink.

Dylan Strait  
Authorized Officer or Agent



**Commonwealth Land Title Insurance Company**

By:

Handwritten signature of Michael J. Nolan in black ink.

Michael J. Nolan, President

Attest:

Handwritten signature of Marjorie Nemzura in black ink.

Marjorie Nemzura, Secretary

ISSUING OFFICE:
Title Officer: Adam Dyer Ticor Title Company 8101 W Grandridge Blvd., Suite 110 Kennewick, WA 99336 Phone: 509-579-7037 Fax: 844-894-6828 Main Phone: (509)579-7020 Email: Adam.Dyer@ticortitle.com

**SCHEDULE A**

Liability	Premium	Tax
\$1,000.00	\$350.00	\$30.45

Effective Date: February 27, 2024 at 12:00 AM

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matter relative to the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Title to said real property is [vested in:](#)

CV The Franklin, LLC, a Washington limited liability company

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

**END OF SCHEDULE A**

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 102983020732045**

---

That portion of Lots 3 and 6, Block 732, PLAT OF RICHLAND, according to the Plat thereof recorded in Volumes 6 and 7 of Plats, records of Benton County, Washington, described as follows:

Commencing at the Northeast corner of Lot 7 of said Plat of Richland, also being the point of intersection of the West margin of George Washington Way and the South margin of Van Giesen Street;  
thence South 01°05'48" East 225.00 feet along said West margin to the True Point of Beginning;  
thence continuing South 01°05'48" East 535.00 feet along said West margin to the point of intersection of said West margin with the North margin of Torbett Street;  
thence South 88°54'12" West 217.00 feet along said North margin;  
thence North 01°05'48" West 115.00 feet;  
thence South 88°54'12" West 254.50 feet;  
thence North 01°05'48" West 527.45 feet;  
thence North 89°12'04" East 212.50 feet;  
thence South 01°05'48" East 105.00 feet;  
thence North 89°12'04" East 259.00 feet to the True Point of Beginning.



SCHEDULE B

SPECIAL EXCEPTIONS

1. Delinquent general taxes for 2023:

Amount: \$32,277.21, plus additional interest and penalties  
Tax [Account No.:](#) [102983020732045](#)

2. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2024  
Tax [Account No.:](#) [102983020732045](#)  
Levy Code: R1  
Assessed Value-Land: \$1,930,400.00  
Assessed Value-Improvements: \$6,972,610.00

General and Special Taxes:

Billed: \$82,518.81  
Paid: \$0.00  
Unpaid: \$82,518.81

3. Personal property taxes for improvements located upon the Land:

Year: 2023  
Amount Billed: \$2,201.08  
Amount Paid: \$2,108.25  
Amount Due: \$98.38, plus additional interest and penalties  
Tax [Account No.:](#) [30PH57500000000](#)  
Tax Code: R1

4. Personal property taxes for improvements located upon the Land:

Year: 2024  
Amount Billed: \$2,320.53  
Amount Paid: \$0.00  
Amount Due: \$2,320.53  
Tax [Account No.:](#) [30PH57500000000](#)  
Tax Code: R1

5. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$50,500,000.00  
Dated: August 6, 2021  
Trustor/Grantor: CV The Franklin LLC  
Trustee: First American Title Insurance Company  
Beneficiary: Pangea Mortgage Capital LLC  
Recording Date: August 9, 2021  
[Recording No.:](#) [2021-037121](#)

**SCHEDULE B**  
(continued)

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: CV The Franklin LLC  
Recording Date: June 24, 2022  
[Recording No.:](#) [2022-021298](#)

6. A financing statement as follows:

Debtor: CV The Franklin LLC  
Secured Party: Pangea Mortgage Capital LLC  
Recording Date: August 10, 2021  
[Recording No.:](#) [2021-037404](#)

7. Liability, if any, for personal property taxes pursuant to RCW 84.56.070 wherein no sale can be made without prepayment of said tax, including advance tax for the following calendar year.
8. Any unrecorded leaseholds, right of vendors and holders of security interests on personal property installed upon the Land and rights of tenants to remove trade fixtures at the expiration of the terms.
9. Easements and limitations as established in the dedication of "Plat of Richland" or as delineated on the map thereof.
10. Relinquishment of Easement(s), by the CITY OF RICHLAND,  
Recorded:September 8, 1999  
Recording No.:1999-028778 and 1999-028779
11. Easement including the terms, covenants and provisions thereof, as granted by instrument:  
Recorded:July 6, 1981  
Recording No.:845063  
In Favor Of:CITY OF RICHLAND  
For:Utility easement  
Affects:10 feet wide per the instrument
12. Covenants, conditions, restrictions and easement in declaration of restrictions, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.  
Recorded:December 20, 1973  
Recording No.:658259
- Said covenants, conditions and restrictions have been amended by instrument:  
Recorded:July 27, 1993  
Recording No.:93-21596

**SCHEDULE B**  
(continued)

13. Agreement entered into by and between:  
CITY OF RICHLAND and NELCO ENTERPRISES, INC.  
Dated: May 22, 1974  
Recorded: June 25, 1975  
Recording No.: 683271  
  
Said Agreement is a re-recording of the instrument recorded June 3, 1974, under [Recording No. 665285](#).
14. Declaration of Reciprocal Easements Agreement entered into by and between:  
BASHWAL, L.L.C., FRANCIS A. AIELLO and BEVERLY M. AIELLO, SAMUEL E. ALLEN, ANITA M. ALLEN,  
TREVOR A. ALLEN, ORVILLE M. RICE and DAVID G. HEALD  
Recorded: April 29, 1999  
Recording No.: 1999-014216
15. Easement including the terms, covenants and provisions thereof for electric transmission and/or distribution line,  
together with necessary appurtenances, as granted by instrument:  
Recorded: October 22, 1999  
Recording No.: 1999-032929  
To: CITY OF RICHLAND  
Affects: 10 feet wide per the instrument
16. Easement including the terms, covenants and provisions thereof, as granted by instrument:  
Recorded: October 22, 1999  
Recording No.: 1999-032933  
In Favor Of: CITY OF RICHLAND  
For: Utility easement  
Affects: 30 feet wide per the instrument
17. Easement including the terms, covenants and provisions thereof, as granted by instrument:  
Recorded: October 22, 1999  
Recording No.: 1999-032934  
In Favor Of: CITY OF RICHLAND  
For: Utility easement  
Affects: 30 feet wide per the instrument
18. Covenant Limiting Use of Real Property:  
Recorded 09/24/2003  
[Recording No.: 2003-046343](#)
19. Agreement and the terms and conditions thereof:  
Between: Royal Hotel  
And: Charter Communications  
Recorded: 05/27/2004  
[Recording Number: 2004-018639](#)  
Regarding: Right of Entry

**SCHEDULE B**  
(continued)

20. Easement affecting a portion of said premises and for the purposes stated therein:  
In favor of: Verizon Northwest Inc., a Washington Corporation  
Purpose: Electric transmission and distribution line and appurtenances thereto  
Recorded: 11/10/2004  
[Recording Number: 2004-039692](#)  
Affects: Said premises
21. Grant of Easement between Myung Lim Park and Do Sun Park and Global Signal Acquisitions IV LLC recorded January 23, 2013 under [recording no.: 2013-2458](#).
22. Memorandum of Purchase and Sale of Lease and Successor Lease and the terms and conditions thereof:  
Grantor/Lessor: Myung Lim Park and Do Sun Park  
Grantee/Lessee: Wireless Capital Partners, LLC a Delaware limited liability company  
Recorded: 08/18/2007  
[Recording No.: 2008-024578](#)  
Said instrument is a re-record of instrument recorded November 28, 2007 under [Recording No. 2007-038579](#).
- Memorandum of Restated First Amendment of purchase and sale of lease and successor lease  
Recorded: February 26, 2013 under [recording no.: 2013-6294](#).
23. Memorandum of Purchase and Sale of Lease and Successor Lease and the terms and conditions thereof:  
Dated: 02/14/2008  
Recorded: 02/27/2008  
[Recording No.: 2008-005135](#)  
Lessor: Myung Lim and Do Sun Park  
Lessee: Wireless Capital Partners, LLC, a Delaware limited liability company
- Memorandum of Restated First Amendment of purchase and sale of lease and successor lease  
Recorded: February 26, 2013 under [recording no.: 2013-6293](#).
24. Memorandum of Assignment and the terms and conditions thereof:  
Grantor/Lessor: Wireless Capital Partners, LLC, a Delaware limited liability company  
Grantee/Lessee: WCP Wireless Lease Subsidiary, LLC, a Delaware limited liability company  
Recorded: 04/01/2008  
[Recording No.: 2008-009032](#)
- Memorandum of Restated First Amendment of purchase and sale of lease and successor lease  
Recorded: February 26, 2013 under [recording no.: 2013-6293](#).
25. Memorandum of Assignment and the terms and conditions thereof:  
Assignor: Wireless Capital Partners, LLC, a Delaware limited liability company  
Assignee: WCP Wireless Lease Subsidiary, LLC, a Delaware limited liability company  
Recorded: 12/31/2007  
[Recording No.: 2007-041989](#)
- Memorandum of Restated First Amendment of Purchase and Sale of Lease and Successor Lease recorded February 26, 2013 under [recording no.: 2013-6294](#)

**SCHEDULE B**  
(continued)

26. Memorandum of Purchase and Sale of Lease and Successor Lease and the terms and conditions thereof:

Dated: November 9, 2007

Recorded: November 28, 2007

[Recording No.: 2007-038580](#)

Lessor: Myung Lim and Do Sun Park

Lessee: Wireless Capital Partners, LLC, a Delaware limited liability company

The Lessee's interest is now held by WCP Wireless Lease Subsidiary, LLC, a Delaware limited company pursuant to Memorandum of Assignment, Recorded December 31, 2007, under [Recording No. 2007-041987](#)

Memorandum of Restated First Amendment of Purchase and Sale of Lease and Successor Lease recorded February 26, 2013 under [recording no.: 2013-6297](#).

27. Memorandum of Purchase and Sale of Lease and Successor Lease and the terms and conditions thereof:

Dated: February 14, 2008

Recorded: February 27, 2008

[Recording No.: 2008-005134](#)

Lessor: Myung Lim and Do Sun Park

Lessee: Wireless Capital Partners, LLC, a Delaware limited liability company

The lessee's interest is now held by WCP Wireless Lease Subsidiary, LLC, a Delaware limited liability company pursuant to Memorandum of Assignment, Recorded April 1, 2008, under [Recording No. 2008-009034](#).

28. Memorandum of Land Lease Agreement

Lessor: Joo B. Kim and Yun S. Kim, husband and wife

Lessee: Cellco Partnership d/b/a Verizon Wireless

Recorded: February 25, 2005

[Recording No.: 2005-5919](#)

Assignment and Assumption of Land Lease

Assignor: Myung Lim Park and Do Sun Park

Assignee: Global Signal Acquisitions IV LLC

Recorded: January 23, 2013

[Recording no.: 2013-2459](#).

29. Memorandum of Rooftop Lease

Lessor: Myung Lim Park and Do Sun Park

Lessee: Crown Castle AS LLC

Recorded: March 5, 2013

[Recording no.: 2013-7166](#).

30. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Richland

Purpose: Electric Utility Easement

Recording Date: March 7, 2023

[Recording No.:](#) [2023-004167](#)

**SCHEDULE B**  
(continued)

31. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: CV The Franklin LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

32. Note: The Public Records indicate that the address of the improvement located on said Land is as follows:

1515 George Washington Way  
Richland, WA 99352

33. Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

PTN Lots 3 and 6, Block 732, PLAT OF RICHLAND  
Tax [Account No.: 102983020732045](#)

**END OF SCHEDULE B**

AFTER RECORDING MAIL TO:

CV The Franklin, LLC  
17933 NW Evergreen Place, Suite 300  
Beaverton, OR 97006

162304 - \$477,055.00 - VB - 08/06/2021 - Benton County

Filed for Record at Request of:

*Space above this line for Recorders use only*

First American Title Insurance Company National Commercial  
Services

## STATUTORY WARRANTY DEED

File No: **NCS-1054918-OR1 (WW)**

Date: **July 28, 2021**

Grantor(s): **Richland Investment Group LLC, a Washington limited liability company**

Grantee(s): **CV The Franklin, LLC, a Washington limited liability company**

Abbreviated Legal: **Lots 3 & 6, Block 732, Plat of Richland**

Additional Legal on page: **3**

Assessor's Tax Parcel No(s): **102983020732045**

---

**THE GRANTOR(S) Richland Investment Group LLC, a Washington limited liability company** for and in consideration of **Ten Dollars and other Good and Valuable Consideration**, in hand paid, conveys, and warrants to **CV The Franklin, LLC, a Washington limited liability company**, the following described real estate, situated in the County of **Benton**, State of **Washington**.

See Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

Subject To: This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey and those items listed on Exhibit "B" attached.

APN: 102983020732045

Statutory Warranty Deed  
- continued

File No.: NCS-1054918-OR1 (WW)

Richland Investments Group LLC, a Washington  
limited liability company

By: Sarnjit S. Bath Member and Manager  
Name: Sarnjit S. Bath  
Title: Member and Manager

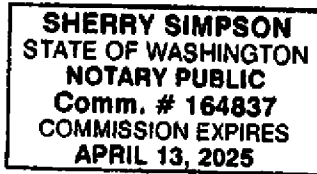
By: Onkar S. Dhaliwal MEMBER and MANAGER  
Name: Onkar S. Dhaliwal  
Title: Member and Manager

STATE OF Washington )  
 )-ss  
COUNTY OF Benton )

I certify that I know or have satisfactory evidence that **Sarnjit S. Bath and Onkar S. Dhaliwal**, are the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the **Member and Manager of Richland Investments Group LLC** to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 7/29/2021 Sherry Simpson

Notary Public in and for the State of Washington  
Residing at: Franklin  
My appointment expires: April 13, 2025





APN: 102983020732045

Statutory Warranty Deed  
- continued

File No.: NCS-1054918-OR1 (WW)

**EXHIBIT A**

**LEGAL DESCRIPTION:** Real property in the County of Benton, State of Washington, described as follows:

**THAT PORTION OF LOTS 3 AND 6, BLOCK 732, PLAT OF RICHLAND, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUMES 6 AND 7 OF PLATS, RECORDS OF BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE NORTHEAST CORNER OF LOT 7 OF SAID PLAT OF RICHLAND, ALSO BEING THE POINT OF INTERSECTION OF THE WEST MARGIN OF GEORGE WASHINGTON WAY AND THE SOUTH MARGIN OF VAN GIESEN STREET; THENCE SOUTH 01°05'48" EAST 225.00 FEET ALONG SAID WEST MARGIN TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°05'48" EAST 535.00 FEET ALONG SAID WEST MARGIN TO THE POINT OF INTERSECTION OF SAID WEST MARGIN WITH THE NORTH MARGIN OF TORBETT STREET; THENCE SOUTH 88°54'12" WEST 217.00 FEET ALONG SAID NORTH MARGIN; THENCE NORTH 01°05'48" WEST 115 FEET; THENCE SOUTH 88°54'12" WEST 254.50 FEET; THENCE NORTH 01°05'48" WEST 527.45 FEET; THENCE NORTH 89°12'04" EAST 212.50 FEET; THENCE SOUTH 01°05'48" EAST 105.00 FEET; THENCE NORTH 89°12'04" EAST 259.00 FEET TO THE TRUE POINT OF BEGINNING.**

**TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS ACCESS OVER A PORTION OF PARCELS A AND B, AND PARKING ACCESS OVER A PORTION OF PARCEL A, AS DESCRIBED IN A DECLARATION OF RECIPROCAL EASEMENTS AGREEMENT, RECORDED APRIL 29, 1999, AND RECORDED AS AUDITOR'S FILE NO. 1999-014216.**

APN: 102983020732045

Statutory Warranty Deed  
- continued

File No.: NCS-1054918-OR1 (WW)

**Exhibit "B"**

1. Easement and limitations as established in the dedication of "Plat of Richland" or as delineated on the map thereof.
2. Easement, including the terms and provisions contained in document:  
Recorded: July 6, 1981  
Recording No.: 845063  
In favor of: City of Richland  
For: Utility easement  
Affects: 10 feet wide per the instrument
3. Relinquishment of easement(s) by the City of Richland:  
Recorded: September 8, 1999  
Recording No.: 1999-028778 and 1999-028779
4. Covenants, Conditions, Restrictions and/or easements in declaration:  
Recorded: December 20, 1973  
Recording No.: 658259  
  
Amendment and/or modification of said covenants  
Recorded: July 27, 1993  
Recording No.: 93-21596  
  
A copy of which is hereto attached.
5. Declaration of Reciprocal Easements Agreement, including the terms and provisions contained in document:  
Between: Bashwal, L.L.C., Francis A. Aiello and Beverly M. Aiello, Samuel E. Allen, Anita M. Allen, Trevor A. Allen, Orville M. Rice and David G. Heald  
Recorded: April 29, 1999  
Recording No.: 1999-014216
6. Easement, including the terms and provisions contained in document:  
Recorded: October 22, 1999  
Recording No.: 1999-032933  
In Favor of: City of Richland  
For: Utility easement  
Affects: 30 feet wide per the instrument

APN: **102983020732045**

Statutory Warranty Deed  
- continued

File No.: **NCS-1054918-OR1 (WW)**

7. Agreement and the terms and provisions thereof  
Between: City of Richland  
And: Nelco Enterprises, Inc.  
Dated: March 22, 1974  
Recorded: June 25, 1975  
Recording No.: 683271  
  
Said instrument is a re-recording of Auditor's File No. 665285 recorded June 3, 1974.
8. Easement, including the terms and provisions thereof, for electric transmission and/or distribution line, together with necessary appurtenances, as granted by instrument:  
Recorded: October 22, 1999  
Recording No.: 1999-032929  
Records of: Benton County, Washington  
To: City of Richland  
Affects: 10 feet wide per the instrument
9. Easement, including the terms and provisions contained in document:  
Recorded: October 22, 1999  
Recording No.: 1999-032934  
In favor of: City of Richland  
For: Utility easement  
Affects: 30 feet wide per the instrument
10. Agreement and the terms and provisions thereof  
Between: Royal Hotel  
And: Charter Communications  
Recorded: May 27, 2004  
Recording No.: 2004-018639  
Purpose: Right of entry
11. Grant of Easement, including the terms and provisions contained in document:  
Recorded: January 23, 2013  
Recording No.: 2013-002458  
In Favor of: Global Signal Acquisitions IV LLC, a Delaware Limited Liability Company  
For: A non-exclusive right-of-way for ingress and egress and a utility easement with the right to install, replace and maintain above and below ground utility wires, poles, cables, fiber, conduit and pipes
12. Covenant Limiting Use of Real Property:  
Recorded: September 24, 2003  
Recording No.: 2003-046343
13. Easement, including the terms and provisions contained in document:  
Recorded: November 10, 2004

APN: **102983020732045**

Statutory Warranty Deed  
- continued

File No.: **NCS-1054918-OR1 (WW)**

Recording No.: 2004-039692  
In Favor of: Verizon Northwest Inc., a Washington corporation  
For: Electric transmission and distribution line and appurtenances thereto  
Affects: Said premises

14. Lease and the Terms and Conditions thereof as disclosed by Memorandum of Lease:  
Lessor: Joo B. Kim and Yun S. Kim, husband and wife  
Lessee: Cellco Partnership d/b/a Verizon Wireless  
Term: Initial term of five (5) years commencing as provided for in the Agreement,  
which term is subject to Lessee's rights to extend the term of the Agreement for  
four (4) terms of five (5) years each  
Dated: May 21, 2004  
Recorded: February 25, 2005  
Recording No.: 2005-005919

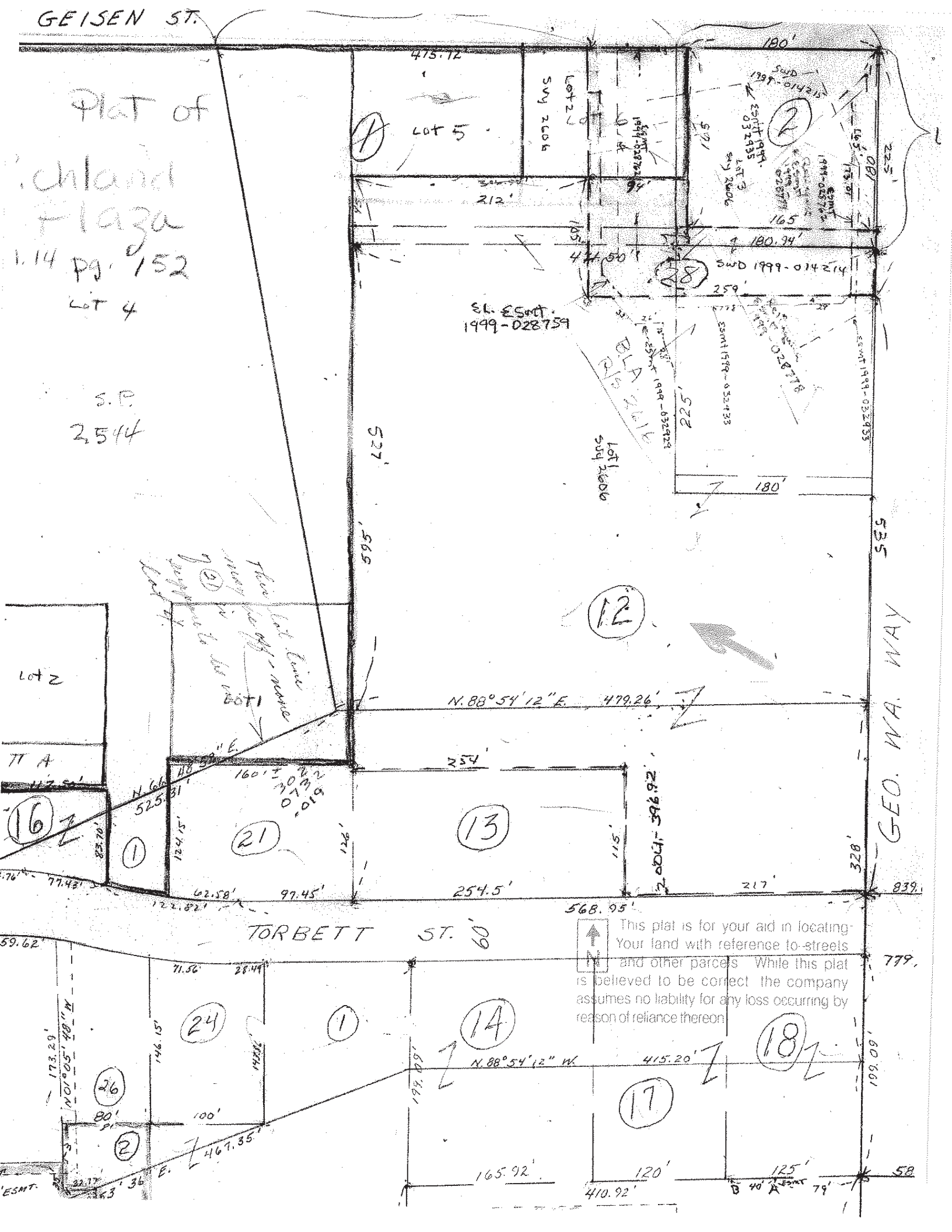
**Assignment and Assumption of Land Lease Agreement:**


Assignor: Myung Lim Park and Do Sun Park, husband and wife  
Assignee: Global Signal Acquisitions IV LLC, a Delaware Limited Liability Company  
Recorded: January 23, 2013  
Recording No.: 2013-002459

GEISEN ST.

Plat of  
Chland  
Flaza  
1.14 Pg. 152  
Lot 4

S.P.  
2514




 This plat is for your aid in locating  
 Your land with reference to streets  
 and other parcels While this plat  
 is believed to be correct the company  
 assumes no liability for any loss occurring by  
 reason of reliance thereon.

GEO. WA. WAY

TORBETT ST.

415.12

180

Lot 5

Lot 2  
S.W. 2006

2

S.W. ESMT.  
1999-028759

415.50

S.W. 1999-014214

225

527

Lot 1  
S.W. 2006

180

12

N. 88° 54' 12" E. 479.26'

Lot 2

TT A

16

N. 66° 48' 30" E.  
525.31'

21

13

2004-39692

1

124.15'

160.1'

302.2'

073.2'

019'

62.58'

97.45'

254.5'

568.95'

217

839

59.62'

71.56'

28.44'

80'

24

1

14

18

N. 88° 54' 12" W. 415.20'

17

ESMT.

26

2

165.92'

410.92'

120'

125'

58

# Benton County Property Search

## Property Search Results > 274576 CV THE FRANKLIN LLC for Year 2024 - 2025

### Property

#### Account

Property ID:	274576	Abbreviated Legal Description:	Section 02 Township 9 Range 28. That portion of Lots 3 and 6, Block 732, Plat of Richland, according to the Plat thereof recorded in Volume 6 and 7 of Plats records of Benton County, Washington, described as follows: Commencing at the Northeast
Parcel # / Geo ID:	102983020732045	Agent Code:	
Type:	Real		
Tax Area:	R1 - R1	Land Use Code	13
Open Space:	N	DFL	N
Historic Property:	N	Remodel Property:	N
Multi-Family Redevelopment:	N		
Township:	09	Section:	02
Range:	28	Legal Acres:	5.6500

#### Location

Address:	1515 GEORGE WASHINGTON WAY RICHLAND, WA 99352-2602	MapSCO:	
Neighborhood:	Richland Apartments	Map ID:	
Neighborhood CD:	661100		

#### Owner

Name:	CV THE FRANKLIN LLC	Owner ID:	453824
Mailing Address:	17933 NW EVERGREEN PL STE 300 BEAVERTON, OR 97006	% Ownership:	100.0000000000%
Exemptions:			

### Pay Tax Due

Select the appropriate checkbox next to the year to be paid. Multiple years may be selected.

Year - Statement ID	Tax	Assessment	Penalty	Interest	Total Due
2024 - 55174 (First Half/Next)	\$41208.06	\$51.39	\$0.00	\$0.00	\$41259.45
2024 - 55174 (Balance)	\$82416.04	\$102.77	\$0.00	\$0.00	\$82518.81
2023 - 55430 (Balance)	\$32263.95	\$23.26	\$2582.18	\$1613.87	\$36483.26

Total Amount to Pay: \$

\*Convenience Fee not included

### Taxes and Assessment Details

Property Tax Information as of 03/05/2024

Amount Due if Paid on: **NOTE:** If you plan to submit payment on a future date, make sure you enter the date and click RECALCULATE to obtain the correct total amount due.

Click on "Statement Details" to expand or collapse a tax statement.

Year	Statement ID	First Half Base Amt.	Second Half Base Amt.	Penalty	Interest	Base Paid	Amount Due
▶ Statement Details							
2024	55174	\$41259.45	\$41259.36	\$0.00	\$0.00	\$0.00	\$82518.81
▶ Statement Details							
2023	55430	\$32287.26	\$32277.21	\$2582.18	\$1613.87	\$32277.26	\$36483.26

### Values

(+) Improvement Homesite Value:	+	N/A
(+) Improvement Non-Homesite Value:	+	N/A
(+) Land Homesite Value:	+	N/A
(+) Land Non-Homesite Value:	+	N/A Ag / Timber Use Value
(+) Curr Use (HS):	+	N/A N/A
(+) Curr Use (NHS):	+	N/A N/A

(=) Market Value:	=	N/A
(-) Productivity Loss:	-	N/A
-----		
(=) Subtotal:	=	N/A
(+) Senior Appraised Value:	+	N/A
(+) Non-Senior Appraised Value:	+	N/A
-----		
(=) Total Appraised Value:	=	N/A
(-) Senior Exemption Loss:	-	N/A
(-) Exemption Loss:	-	N/A
-----		
(=) Taxable Value:	=	N/A

**Taxing Jurisdiction**

Owner: CV THE FRANKLIN LLC  
 % Ownership: 100.000000000000%  
 Total Value: N/A  
 Tax Area: R1 - R1

Levy Code	Description	Levy Rate	Appraised Value	Taxable Value	Estimated Tax
RICH	RICHLAND	N/A	N/A	N/A	N/A
RICHLIB	RICHLAND LIBRARY DEBT SERVICE	N/A	N/A	N/A	N/A
CNYHMNSVCS	COUNTY HUMAN SERVICES	N/A	N/A	N/A	N/A
CNYVET	COUNTY VETERANS	N/A	N/A	N/A	N/A
COUNTY	COUNTY	N/A	N/A	N/A	N/A
PORTBNT	PORT OF BENTON	N/A	N/A	N/A	N/A
SD400	SCHOOL DIST 400 DEBT SERVICE	N/A	N/A	N/A	N/A
SD400CP	SCHOOL DIST 400 CAPITAL PROJECTS	N/A	N/A	N/A	N/A
SD400MO	SCHOOL DIST 400 ENRICHMENT	N/A	N/A	N/A	N/A
STATE	STATE SCHOOL	N/A	N/A	N/A	N/A
STATE2	STATE SCHOOL PART 2	N/A	N/A	N/A	N/A
Total Tax Rate:		N/A			
				Taxes w/Current Exemptions:	N/A
				Taxes w/o Exemptions:	N/A

**Improvement / Building**

**Improvement #1:** Commercial State Code: 413 74063.5 sqft Value: N/A  
 COMM Framing Class: Class C - Masonry COMM HVAC: Package Unit  
 COMM HVAC: Heat Pump COMM Shape: Irregular  
 COMM Sprinkler System: Y

Type	Description	Class CD	Sub Class CD	Year Built	Area
APARTRES	Apartments, Multiple Residences	352	Avg	1974	74063.5

**Improvement #2:** Commercial State Code: 410 55836.2 sqft Value: N/A  
 COMM Framing Class: Class C - Masonry COMM HVAC: Heat Pump  
 COMM Shape: Irregular COMM Sprinkler System: Y

Type	Description	Class CD	Sub Class CD	Year Built	Area
APARTRES	Apartments, Multiple Residences	352	Avg	1974	55836.2

**Improvement #3:** Commercial State Code: 410 7564.0 sqft Value: N/A  
 COMM Framing Class: Class C - Masonry COMM HVAC: Heat Pump  
 COMM Shape: Rectangular COMM Sprinkler System: Y

Type	Description	Class CD	Sub Class CD	Year Built	Area
APARTRES	Apartments, Multiple Residences	352	Avg	1974	7564.0

<b>Improvement #4:</b>	Commercial	<b>State Code:</b>	410	7564.0 sqft	<b>Value:</b>	N/A
COMM Framing Class:	Class C - Masonry	COMM HVAC:			Heat Pump	
COMM Shape:	Rectangular	COMM Sprinkler System:	Y			

Type	Description	Class CD	Sub Class CD	Year Built	Area
APARTRES	Apartments, Multiple Residences	352	Avg	1974	7564.0

<b>Improvement #5:</b>	Commercial	<b>State Code:</b>	410	7564.0 sqft	<b>Value:</b>	N/A
COMM Framing Class:	Class C - Masonry	COMM HVAC:			Heat Pump	
COMM Shape:	Rectangular	COMM Sprinkler System:	Y			

Type	Description	Class CD	Sub Class CD	Year Built	Area
APARTRES	Apartments, Multiple Residences	352	Avg	1974	7564.0

<b>Improvement #6:</b>	Commercial	<b>State Code:</b>	410	7564.0 sqft	<b>Value:</b>	N/A
COMM Framing Class:	Class C - Masonry	COMM HVAC:			Heat Pump	
COMM Shape:	Rectangular	COMM Sprinkler System:	Y			

Type	Description	Class CD	Sub Class CD	Year Built	Area
APARTRES	Apartments, Multiple Residences	352	Avg	1974	7564.0

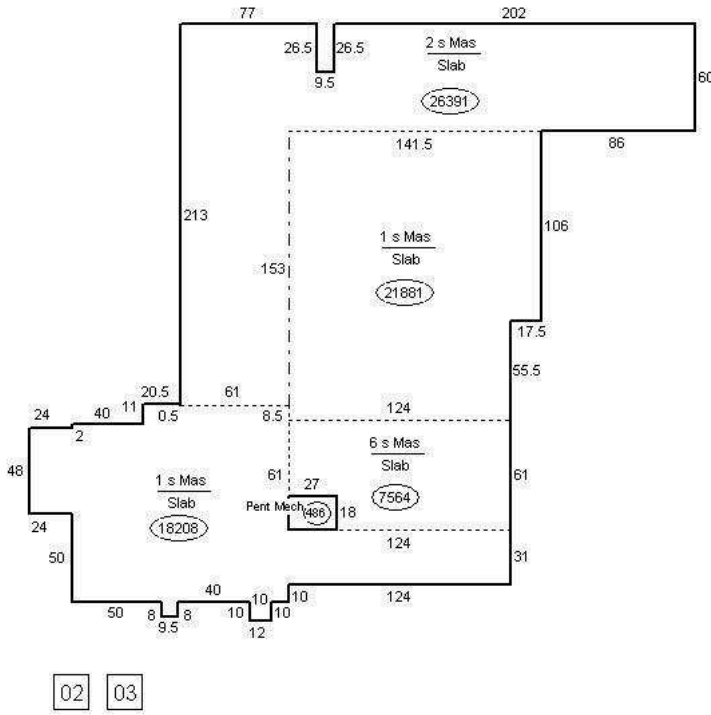
<b>Improvement #7:</b>	Commercial	<b>State Code:</b>	410	0.0 sqft	<b>Value:</b>	N/A
------------------------	------------	--------------------	-----	----------	---------------	-----

Type	Description	Class CD	Sub Class CD	Year Built	Area
ASPH	Asphalt	Avg		1974	204250.0
COMPOOL	Commercial Swimming Pool	Avg		1974	1152.0

**Property Image**

This property contains TIFF images. Click on the button(s) to download the full image (which may contain multiple pages).





02 03

162304 - \$477,055.00 - VB - 08062021 - Benton County

**REAL ESTATE EXCISE TAX AFFIDAVIT**

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

**SELLER INFORMATION**

Name of the Seller: RICHLAND INVESTMENTS GROUP LLC, a Washington limited liability company  
 Name of the Buyer: CV THE FRANKLIN LLC, a Washington limited liability company

**PROPERTY INFORMATION**

Address: 21100 1st Avenue SW, Everett, WA 98201  
 Parcel No. (including area code): 162304

**PROPERTY TYPE**

1 s Mas Slab  
 2 s Mas Slab  
 6 s Mas Slab

**ADDITIONAL INFORMATION**

Permit No. (if applicable): 486  
 Area No. (if applicable): 55.5

**EXCISE TAX CALCULATION**

Market Value: \$477,055.00  
 Excise Tax Rate: 0.0025  
 Excise Tax: \$1,192.64

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	# Lots	Market Value	Prod. Value
1	11	Primary Commercial/Indust Land	5.6500	246114.00	0.00	0.00	1.00	N/A	N/A

Roll Value History

Year	Improvements	Land Market	Current Use	Total Appraised	Taxable Value
2024	N/A	N/A	N/A	N/A	N/A
2023	\$6,972,610	\$1,930,400	\$0	\$8,903,010	\$8,903,010
2022	\$4,704,900	\$1,838,470	\$0	\$6,543,370	\$6,543,370

Deed and Sales History

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Sale
1	07/28/2021	SWD	Statutory Warranty Deed	RICHLAND INVESTMENTS GROUP LLC	CV THE FRANKLIN LLC	2021-037120		\$14,1
2	10/24/2014	TRD	Trustee Deed	SBS TRUST DEED NETWORK	RICHLAND INVESTMENTS GROUP LLC	2014-028734	14K05393	

3	09/15/2006	SWD	Statutory Warranty Deed	KIM, JOO B & YUN S	PARK MYUNG LIM & DO SUN	2006-031921	06K05865	\$5,
4	12/01/2003	SWD	Statutory Warranty Deed	SUH, SUNG H	KIM JOO B & YUN S	2003-059915	03K07298	
5	12/01/2003	SWD	Statutory Warranty Deed	SUH, SUNG H	KIM JOO B & YUN S	2003-059525	03K07250	\$4,0
6	06/04/2003	SWD	Statutory Warranty Deed	ALLEN, ET AL, SAMUEL & ANITA	SUH SUNG H	2003-026102	03K03081	\$4,0
7	05/22/2003	WD	Warranty Deed	HEALD, DAVID G	SUH SUNG H	2003-026101	03K03080	

**Payout Agreement**

No payout information available..

[Assessor Website](#)

[Treasurer Website](#)

[Mapping Website](#)

**This year is not certified and ALL values will be represented with "N/A".**

# Benton County Property Search

## Property Search Results > 75181 FORTIFY HOLDINGS for Year 2024 - 2025

### Property

#### Account

Property ID:	75181	Abbreviated Legal Description:	ACCOUNT NO: 30PH5750000000
Parcel # / Geo ID:	30PH5750000000	Agent Code:	
Type:	Personal		
Tax Area:	R1 - R1	Land Use Code	16
Open Space:	N	DFL	N
Historic Property:	N	Remodel Property:	N
Multi-Family Redevelopment:	N		
Township:		Section:	
Range:		Legal Acres:	0.0000

#### Location

Address:	1515 GEORGE WASHINGTON WAY RICHLAND, WA 99352	MapSCO:	
Neighborhood:		Map ID:	
Neighborhood CD:			

#### Owner

Name:	FORTIFY HOLDINGS	Owner ID:	456400
Mailing Address:	732 NW 19TH AVE PORTLAND, OR 97209	% Ownership:	100.0000000000%
		Exemptions:	

### Pay Tax Due

Select the appropriate checkbox next to the year to be paid. Multiple years may be selected.

Year - Statement ID	Tax	Assessment	Penalty	Interest	Total Due
2024 - 49006 (First Half/Next)	\$1160.33	\$0.00	\$0.00	\$0.00	\$1160.33
2024 - 49006 (Balance)	\$2320.53	\$0.00	\$0.00	\$0.00	\$2320.53
2023 - 49194 (Balance)	\$92.83	\$0.00	\$3.41	\$2.14	\$98.38

Total Amount to Pay: \$

\*Convenience Fee not included

### Taxes and Assessment Details

Property Tax Information as of 03/05/2024

Amount Due if Paid on: 

**NOTE:** If you plan to submit payment on a future date, make sure you enter the date and click RECALCULATE to obtain the correct total amount due.

Click on "Statement Details" to expand or collapse a tax statement.

Year	Statement ID	First Half Base Amt.	Second Half Base Amt.	Penalty	Interest	Base Paid	Amount Due
▶ Statement Details							
2024	49006	\$1160.33	\$1160.20	\$0.00	\$0.00	\$0.00	\$2320.53
▶ Statement Details							
2023	49194	\$1130.56	\$1070.52	\$3.41	\$2.14	\$2108.25	\$98.38

### Values

(+) Improvement Homesite Value:	+	N/A
(+) Improvement Non-Homesite Value:	+	N/A

(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Curr Use (HS):	+	N/A	N/A
(+) Curr Use (NHS):	+	N/A	N/A
-----			
(=) Market Value:	=	N/A	
(-) Productivity Loss:	-	N/A	
-----			
(=) Subtotal:	=	N/A	
(+) Senior Appraised Value:	+	N/A	
(+) Non-Senior Appraised Value:	+	N/A	
-----			
(=) Total Appraised Value:	=	N/A	
(-) Senior Exemption Loss:	-	N/A	
(-) Exemption Loss:	-	N/A	
-----			
(=) Taxable Value:	=	N/A	

**Taxing Jurisdiction**

Owner: FORTIFY HOLDINGS  
 % Ownership: 100.000000000000%  
 Total Value: N/A  
 Tax Area: R1 - R1

Levy Code	Description	Levy Rate	Appraised Value	Taxable Value	Estimated Tax
RICH	RICHLAND	N/A	N/A	N/A	N/A
RICHLIB	RICHLAND LIBRARY DEBT SERVICE	N/A	N/A	N/A	N/A
CNYHMNSVCS	COUNTY HUMAN SERVICES	N/A	N/A	N/A	N/A
CNYVET	COUNTY VETERANS	N/A	N/A	N/A	N/A
COUNTY	COUNTY	N/A	N/A	N/A	N/A
PORTBNT	PORT OF BENTON	N/A	N/A	N/A	N/A
SD400	SCHOOL DIST 400 DEBT SERVICE	N/A	N/A	N/A	N/A
SD400CP	SCHOOL DIST 400 CAPITAL PROJECTS	N/A	N/A	N/A	N/A
SD400MO	SCHOOL DIST 400 ENRICHMENT	N/A	N/A	N/A	N/A
STATE	STATE SCHOOL	N/A	N/A	N/A	N/A
STATE2	STATE SCHOOL PART 2	N/A	N/A	N/A	N/A
Total Tax Rate:		N/A			
Taxes w/Current Exemptions:					N/A
Taxes w/o Exemptions:					N/A

**Improvement / Building**

**Property Image**

No image available for this property.

**Land**

No land segments exist for this property.

**Roll Value History**

Year	Improvements	Land Market	Current Use	Total Appraised	Taxable Value
2024	N/A	N/A	N/A	N/A	N/A

2023	\$0	\$0	\$0	\$200,540	\$200,540
2022	\$0	\$0	\$0	\$217,180	\$217,180

### Deed and Sales History

---

### Payout Agreement

No payout information available..

[Assessor Website](#)

[Treasurer Website](#)

[Mapping Website](#)

**This year is not certified and ALL values will be represented with "N/A".**

AFTER RECORDING RETURN TO:

RYAN TUNNEY  
BROWN, UDELL, POMERANTZ & DELRAHIM, LTD.  
225 West Illinois Street, Suite 300  
Chicago, Illinois 60654

**COMMERCIAL CONSTRUCTION DEED OF TRUST AND SECURITY AGREEMENT  
WITH  
ASSIGNMENT OF RENTS AND FIXTURE FILING**

Dated August 10, 2021

**DOCUMENT TITLE:** COMMERCIAL CONSTRUCTION DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING

**GRANTOR/BORROWER:** CV THE FRANKLIN, LLC, a Washington limited liability company

**GRANTEES:**

**TRUSTEE:** FIRST AMERICAN TITLE INSURANCE COMPANY

**BENEFICIARY/LENDER:** PANGEA MORTGAGE CAPITAL, LLC, an Illinois limited liability company, and its successors and assigns

**ABBREVIATED LEGAL DESCRIPTION:** Lots 3 & 6, Block 732, Plat of Richland, Benton County, Washington  
  
(Full legal description is on attached Exhibit A)

**ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER(S):** Tax Parcel ID No. 102983020732045

**REFERENCE NUMBER(S):** None

**COMMERCIAL CONSTRUCTION DEED OF TRUST AND SECURITY  
AGREEMENT  
WITH ASSIGNMENT OF RENTS**

This Deed of Trust is made and executed this August 10, 2021, by CV The Franklin, LLC, a Washington limited liability company as grantor and debtor ("Grantor"), whose address is 17933 NW Evergreen Place, Suite 300, Beaverton, Oregon 97006 to FIRST AMERICAN TITLE INSURANCE COMPANY ("Trustee"), whose address is whose address is 920 Fifth Avenue, Suite 1200, Seattle, Washington 98104, for the benefit of PANGEA MORTGAGE CAPITAL, LLC, an Illinois limited liability company, and its successors and assigns, as beneficiary and secured party ("Beneficiary"), whose address is 549 W. Randolph Street, 2nd Floor, Chicago, Illinois 60661.

**Recitals**

Grantor is the owner of fee simple title to the real property described on Exhibit A attached hereto. This Deed of Trust is given to secure payment and performance of a those certain promissory notes of even date herewith (collectively, the "Note") made by Grantor and CV The Empire, LLC, an Idaho limited liability company, CV The Olmsted, LLC, a Washington limited liability company, CV The Alegre, LLC, a Washington limited liability company, and CV The Q, LLC, a Washington limited liability company (collectively, the "Borrower Parties"; together with Grantor, collectively, the "Borrower") payable to Beneficiary in the aggregate principal sum of **FIFTY MILLION AND FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$50,500,000.00)** (the "Loan") which is evidenced by and made pursuant to the terms of a certain Loan Agreement dated as of even date herewith by and between Beneficiary and Borrower (as amended, modified and restated from time to time, the "Loan Agreement"). The Note, this Deed of Trust, the Loan Agreement and all other documents evidencing or securing the Loan, as the same may be amended, modified, replaced or restated from time to time, are hereinafter collectively referred to as the "Loan Documents". Any terms not defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

This Deed of Trust is further given to secure: (i) payment and performance of any renewals, extensions, substitutions and modifications of the Note and future advances under the Note; and (ii) payment and performance of any other Indebtedness or obligation of Grantor and Borrower Parties to Beneficiary now or hereafter arising under the terms hereof, the terms of the Loan Documents and the terms of any other agreement constituting additional security for the Note, including future advances.

**Agreement**

Therefore, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **Grant and Conveyance.** For the purposes set forth in the Recitals, Grantor irrevocably grants, conveys, bargains and sells to Trustee, in trust, with power of sale, for the benefit of Beneficiary all of Grantor's right, title and interest, whether now owned or hereafter acquired, in and to the following described properties, and all income, revenues and profits derived from such items of property (all sometimes referred to herein collectively as the "Premises");

1.1 **The Real Property.** The real property described on Exhibit A attached hereto, together with all rights, interests and hereditaments appurtenant thereto (the "Real Property");

1.2 **The Improvements.** All buildings, structures, fixtures and other improvements of every kind and nature now or hereafter located on or about the Real Property, together with all renewals, replacements, substitutions, accessions, additions and products thereof (the "Improvements");

1.3 **The Personal Property.** All personal property (the "Personal Property") of every kind now owned or hereafter acquired and situated upon or used in connection with the operation, ownership, use or maintenance of the Real Property and Improvements, including (without limitation) the following: (a) all stoves, refrigerators, building materials, fixtures, equipment, component parts of work in progress, furnishings, furniture, machinery, tools, washers, dryers and window coverings, together with all renewals, replacements, substitutions, revenues, accessions and additions to the foregoing; (b) all leases, sales contracts, warranties, plans, drawings, licenses, agreements, contracts, and permits related to the Real Property and/or Improvements; and (c) all rents, income, accounts, contract rights, profits, royalties, general intangibles, legal and equitable claims, judgments, and awards now or hereafter accruing to the benefit of the Premises or the owner thereof;

1.4 **The Tenant Leases and Rents.** All of Grantor's right, title and interest in and to all lease, occupancy and rental agreements for occupants, tenants and lessees of the Real Property or Improvements, whether now or hereafter existing (the "Leases") together with all rents, issues, income, revenue, receipts and proceeds due or which my hereafter become due under any Leases including without limitation tenant security deposits and guaranties thereof;

1.5 **Construction Contracts.** All of Grantor's right, title and interest in and to all Project Agreements (as defined in the Loan Agreement); and

1.6 **Fees.** All of Grantor's right, title and interest in and to any and all developer, management, construction and any other fees associated with the operation, use, and/or development of the Premises (collectively, the "Fees");

1.7 **Proceeds.** All insurance and condemnation proceeds and awards (including title insurance proceeds) related to the Premises or any interest in the Premises, regardless of form or generation and regardless of the source of payment, and all proceeds (of any generation) of any of the items of property included in the Premises (the "Proceeds"); and

This Deed of Trust constitutes a security agreement within the meaning of the Uniform Commercial Code as adopted in the State of Washington and Grantor grants Beneficiary

3 – COMMERCIAL DEED OF TRUST AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS



a security interest in all elements or constituent parts of the Premises which are, or are deemed to be, fixtures or personal property. The parties intend that Beneficiary shall have a security interest in all of the operating revenues of the Premises, whether those revenues are deemed to be derived from or related to the Real Property, the Improvements, the Personal Property or any other source.

This Deed of Trust constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of Benton County, Washington with respect to any and all fixtures comprising Property. The "debtor" is CV The Franklin, LLC, a Washington limited liability company; the "secured party" is Pangea Mortgage Capital, LLC, an Illinois limited liability company; the collateral is as described above and the granting clause of this Deed of Trust; and the addresses of the debtor and secured party are the addresses stated above for Notices to such parties. The owner of record of the Real Property is CV The Franklin, LLC, a Washington limited liability company. The Grantor acknowledges that it has received a copy of this Deed of Trust as a fixture filing.

By executing, delivering and accepting this Deed of Trust, Grantor agrees and acknowledges that unless, until and to the extent provided otherwise in the Loan Agreement or a subsequent written agreement executed by Beneficiary:

(a) The Loan is also secured by the other Loan Documents described in the Loan Agreement encumbering property owned by one or more of the Borrower Parties and situated in Spokane County and Benton County, Washington, and Latah County, Idaho and recorded substantially concurrently herewith (the "Security Instruments");

(b) the Note is secured by this Deed of Trust and the other Security Instruments;

(c) any default under the Loan Agreement, the Note, the Loan Documents, the other Security Instruments or any of the security documents, indemnities, assignments, guarantees or other agreements executed in connection therewith or to secure the same shall constitute an Event of Default under this Deed of Trust;

(d) Beneficiary shall have the right to exercise any remedies under the Loan Agreement and Security Instruments against the Premises or against any one or more properties or all of the properties encumbered by the Security Instruments at such times and in such order as it elects from time to time without waiving its rights against any person or any other property or properties;

(e) a result of the structure of the Loan is that all of the collateral now or hereafter encumbered by all of the Security Instruments, regardless of the form by which it is encumbered or the ownership, shall be security for the repayment of the Note, and shall be available to satisfy the obligations incurred in connection with the entire Loan and the Note;

(f) a default by any of the Borrower Parties under any Note or the Loan Documents could result in the judicial or non-judicial sale of some or all the collateral for the Loan, and the application of the proceeds from such sale to complete or only partial satisfaction of the joint and several obligations of any or all of the Borrower Parties under the Note or other Loan Documents; and

(g) Trustee acknowledges and agrees that the lien of this Deed of Trust is part of a larger pool of collateral collectively, jointly and severally securing the Note. Accordingly, Beneficiary may foreclose this Deed of Trust and the other Security Instruments, simultaneously or successively and any such foreclosure shall not operate to satisfy the Indebtedness.

2. **Grantor's Covenants and Warranties.** Grantor warrants, covenants and agrees with and to Trustee and Beneficiary as follows:

2.1 **Title.** Grantor warrants that Grantor is the absolute legal and equitable owner of, and has good and marketable title to, the Real Property. This Deed of Trust is and shall remain a valid and enforceable first lien on the Premises free of all liens, claims, security interests, encumbrances, easements and restrictions except the special exceptions set forth in the mortgagee's policy of title insurance issued to and approved by Beneficiary in connection with this transaction (the "Permitted Exceptions"). Grantor has full power and authority to convey the Premises in the manner and form herein conveyed. Grantor and its successors and assigns shall warrant and defend such title to the Premises forever against all claims and shall promptly perform all of the obligations to be performed hereunder and under the Permitted Exceptions. Grantor shall furnish to Beneficiary written notice of any litigation, lien, or notice of default affecting the Premises when received. Grantor shall, at its cost, do all further acts, and shall execute and deliver all further documents as Beneficiary shall from time to time require to perfect, continue, assure, convey and confirm the Premises to the Trustee or Beneficiary.

2.2 **Payment and Performance.**

(a) Payment of Secured Obligations. The Note and all other obligations set forth in the Recitals, including all obligations and duties of Grantor hereunder, are collectively referred to as the "Secured Obligations." Grantor shall pay and perform as and when due all of the Secured Obligations without offset and without prior notice or demand.

(b) Permitted Exceptions. Grantor shall pay and perform, as and when due, all obligations set forth in or evidenced or secured by the Permitted Exceptions, and keep the same free from default.

(c) Payment of Taxes. Grantor shall pay, when first due and prior to accrual of interest or penalties, all Taxes (as defined below) with respect to the Premises. Upon demand, Grantor shall provide Beneficiary with evidence, satisfactory to Beneficiary, that such payments have been made. "Taxes" shall mean and include, without limitation, all personal and real property taxes, assessments and impositions, whether public or private, of any kind, levied, assessed or imposed upon the Premises or any portion thereof. In the event of default by Grantor under any instrument evidencing or securing payment of the Secured Obligations, Beneficiary, at its option, may require Grantor to maintain reserves for payment of Taxes or premiums on insurance required hereunder, or both. The reserve shall be created by initial payment and subsequent monthly payment to Beneficiary of an amount determined by Beneficiary to be sufficient to produce, at least thirty (30) days before they are due, amounts equal to or in excess of the Taxes or insurance renewal premiums to be paid. If, at the time payments are to be made, the reserve is insufficient or would be rendered insufficient, Grantor shall upon demand pay such

additional sum as Beneficiary shall determine to be necessary. Beneficiary shall not be required to pay any interest with respect to any reserves and shall be entitled to commingle such reserves with other funds of Beneficiary, to the extent permitted to do so by applicable law.

**2.3 Construction, Maintenance and Repair.** Without limiting Grantor's obligations under any other agreement executed in favor of Beneficiary, Grantor shall keep the Real Property, Improvements and Personal Property in good operating order, repair and condition, ordinary wear and tear excepted, and shall not commit or permit any waste thereof. Grantor, at its cost, shall make all repairs necessary to the Real Property, Improvements and Personal Property and shall complete and restore promptly and in good and workmanlike manner any portion of the same which may be damaged or destroyed, and pay, when due, all costs incurred in connection therewith regardless of whether sufficient proceeds are available to pay such costs; the same shall be restored and repaired so as to be at least equal in value and of substantially the same character as existed prior to such damage or destruction. Grantor shall not remove from the Real Property or demolish any of the Improvements or Personal Property. Notwithstanding the foregoing, Grantor shall be allowed to commence and complete the Work in accordance with the Loan Agreement and as approved by Beneficiary.

**2.4 Compliance with Laws.** Grantor shall comply with all laws, ordinances, regulations, easements, agreements, covenants, conditions and restrictions now or hereafter affecting the Premises or the use or operation thereof. Grantor shall not cause, permit or suffer any violation of any of the foregoing and shall pay all fees or charges of any kind in connection therewith. Grantor shall indemnify and hold Beneficiary, its officers, directors, employees, members and agents ("Beneficiary Parties"), and the Premises, harmless from any claim, cost, damage or expense, including attorney fees and penalties, with respect to any breach or alleged breach of the covenants set forth in this Section. Grantor warrants and covenants to Beneficiary that, to the best knowledge and belief of Grantor and based on due and diligent inquiry by Grantor, (a) there are no Hazardous Materials (as that term is defined below) in, upon, or buried on or beneath the Real Property or the Improvements, nor have any Hazardous Materials been emitted or released therefrom in violation of any Environmental Laws, and (b) there are not now, nor have there been, any underground storage tanks located on the Real Property, including any tanks used for the storage of Hazardous Materials. In no event shall Grantor bring onto, store upon, bury, use upon, emit or release from, nor allow to be brought onto, stored upon, buried, used upon, or emitted or released from, the Real Property or the Improvements, any Hazardous Materials in violation of any Environmental Laws, nor cause or permit any underground tanks to be installed on the Real Property. Grantor shall indemnify and hold Beneficiary, Beneficiary Parties and the Premises, harmless from any claim, cost, damage or expense, including attorney fees, monitoring costs, response costs and penalties, with respect to any breach or alleged breach of these warranties and covenants. These warranties and covenants shall survive the exercise of any remedies by Beneficiary, including (without limitation) foreclosure of the lien of this Deed of Trust or obtaining title to the Premises in lieu of foreclosure. For purposes hereof, the phrase "Hazardous Materials" shall mean and include any oil, petroleum, hazardous substance, pollutant, contaminant, hazardous waste, hazardous material, dangerous waste, extremely hazardous waste, toxic waste, asbestos, urea formaldehyde, radon or air pollution, as any such term or similar term is now or hereafter defined, regulated, used or understood in or under any Federal, state, county, city or other governmental statute, law, code, rule, regulation, ordinance, order or decree which (x) is applicable

to the Premises and (y) relates in any way to the protection of any aspect of human health or the environment, animal habitats, environmentally sensitive areas, or the use, quality or condition of air, soil, water, shorelines or wetlands ("Environmental Laws").

## 2.5 Insurance.

(a) Obligation to Insure. Grantor shall promptly obtain and provide, maintain and keep in force, at its own cost and expense, the following policies of insurance, and such other insurance (including, without limitation, flood and earthquake insurance) as required under the Loan Agreement.

(b) Exculpation; General Provisions Related to All Policies. Neither Trustee nor Beneficiary shall be obligated to obtain insurance, nor be responsible for the collection of any insurance monies or for any insolvency of any insurer or insurance underwriter. All policies of insurance required by this Deed of Trust (i) shall contain an endorsement or an agreement of the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act of negligence of Grantor or Beneficiary which might otherwise result in forfeiture of said insurance and further waiving all rights of setoff, subrogation, counterclaim or deductions against Beneficiary; (ii) shall be issued in amounts no less than those specified in this section and shall be issued by companies acceptable to Beneficiary; and (iii) shall contain a provision that such policies will not be cancelled or amended, or be subject to any reduction in the scope or limits of coverage, without at least thirty (30) days prior written notice to Beneficiary.

### WARNING

**UNLESS YOU (GRANTOR) PROVIDE US (BENEFICIARY) WITH EVIDENCE OF THE INSURANCE COVERAGE AS REQUIRED BY OUR CONTRACT OR LOAN AGREEMENT, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT YOUR INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE COVERAGE WE PURCHASE MAY NOT PAY ANY CLAIM YOU MAKE OR ANY CLAIM MADE AGAINST YOU. YOU MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT YOU HAVE OBTAINED PROPERTY COVERAGE ELSEWHERE.**

**YOU ARE RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY US. THE COST OF THIS INSURANCE MAY BE ADDED TO YOUR CONTRACT OR LOAN BALANCE. IF THE COST IS ADDED TO YOUR CONTRACT OR LOAN BALANCE, THE INTEREST RATE ON THE UNDERLYING CONTRACT OR LOAN WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE YOUR PRIOR COVERAGE LAPSED OR THE DATE YOU FAILED TO PROVIDE PROOF OF COVERAGE.**

**THE COVERAGE WE PURCHASE MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE YOU CAN OBTAIN ON YOUR OWN**

**AND MAY NOT SATISFY ANY NEED FOR PROPERTY DAMAGE  
COVERAGE OR ANY MANDATORY LIABILITY INSURANCE  
REQUIREMENTS IMPOSED BY APPLICABLE LAW.**

(c) Casualty Insurance Proceeds. If all or any part of the Premises is damaged or destroyed, then all proceeds of insurance shall be payable and paid to Beneficiary, and the net amount of the same (meaning all such proceeds received by Beneficiary less costs incurred by Beneficiary in the collection thereof, including, without limitation, attorney fees) shall be, at Beneficiary's election and in Beneficiary's sole and absolute discretion, either applied to the Secured Obligations or made available to Grantor to be used to restore the damaged property, as provided below.

(i) Application of Insurance Proceeds to Indebtedness. Any proceeds to be applied to the Secured Obligations shall be applied first against all amounts due hereunder or under the Note other than principal or interest, second against accrued, unpaid interest on the Note, and third against the principal balance of the Note. No such application shall excuse or reduce the amount of any regular payment required under the terms of any document related to the Secured Obligations. Grantor hereby authorizes and directs any affected insurance company to make payment of such insurance proceeds directly to Beneficiary. If the Premises are materially damaged by a casualty and Beneficiary elects to apply insurance proceeds to the Secured Obligations pursuant to the terms hereof, then Beneficiary, at its option, may elect to accelerate the Secured Obligations and declare the same to be due and payable.

(ii) Disbursement of Insurance Proceeds for Restoration. If Beneficiary elects to permit Grantor to use insurance proceeds to rebuild the Premises, the disbursement of such proceeds shall be made by Beneficiary incrementally as work is completed and subject to such conditions as Beneficiary may impose in its absolute discretion. The proceeds to be made available for restoration will be the net proceeds remaining after deducting all expenses of collection of the proceeds, including attorney fees. The determination of Beneficiary whether to permit restoration will include, among other matters, a determination by Beneficiary, in its sole discretion, that restoration is feasible with the proceeds available and that restoration will result in reconstructed Premises equal in quality and condition to the Premises in existence prior to the destruction and that the value of the Premises as restored will exceed the unpaid balance of the Secured Obligations.

(iii) No Limit on Grantor's Obligations. Nothing herein contained shall excuse Grantor from repairing or maintaining the Premises, as provided in Section 2.3 or restoring all damage or destruction to the same, regardless of the existence, payment or adequacy of insurance proceeds.

(iv) Proof of Loss; Right to Settle. Grantor shall give prompt written notice to Beneficiary of any casualty to all or part of the Real Property, Improvements or Personal Property. Beneficiary may make proof of loss if Grantor fails to do so within twenty (20) days of the casualty, but in all events Beneficiary may make proof of loss within the time period required to protect the rights of the insureds under any policy of insurance if Grantor fails to do so. Beneficiary is authorized at its option to either (A) settle and adjust any claim under such

policies with the consent of Grantor (except that, after any event of default, no consent of Grantor shall be required), or (B) allow Grantor to agree with the insurance company or companies on the amount to be paid upon the loss; and in any case Beneficiary shall, and is authorized to, collect and receipt for any such insurance proceeds; and the reasonable expenses incurred by Beneficiary in the adjustment and collection of insurance proceeds shall be deducted from said proceeds and reimbursed to Beneficiary.

(d) Assignment of Insurance Policies Upon Foreclosure. Grantor assigns to Beneficiary all unearned premiums under all insurance policies required hereunder and agrees that in the event of foreclosure of this Deed of Trust or other transfer of title or assignment of the Premises in extinguishment, in whole or in part of the debt secured hereby, all right, title and interest of Grantor in and to all policies of insurance required hereunder shall inure to the benefit of and pass to the successor in interest to Grantor or the purchaser or grantee of the Premises.

(e) Waiver and Release. Grantor waives all claims against Beneficiary and the Beneficiary Parties for loss or damage to Grantor, the Premises, Grantor's property or the property of others from any cause whatsoever, regardless of whether now existing or insured against or required to be insured against pursuant to this Deed of Trust. All terms of the Secured Obligations shall be paid and performed without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction.

**2.6 Condemnation.** The Grantor, immediately upon obtaining knowledge of any contemplated condemnation of the Premises or any portion thereof, or of the institution of any proceeding for the condemnation of the Premises or any portion thereof, shall notify Beneficiary of the pendency thereof. Grantor assigns, transfers and sets over to Beneficiary all compensation, rights of action, the entire proceeds of any award and any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation or by sale in lieu thereof. Beneficiary may, at its option, commence, appear in and prosecute, in its own name, any action or proceeding, or make any compromise or settlement, in connection with such condemnation, taking under the power of eminent domain or sale in lieu thereof. After deducting therefrom all of its expenses, including attorney fees, the net proceeds of the award which have been paid to Beneficiary shall be applied to the payment of the Indebtedness secured hereby, or, at the election of Beneficiary, in Beneficiary's sole and absolute discretion, may be made available to Grantor for restoration or rebuilding of the Premises if such restoration is feasible in such a way as to restore the Premises to the same use and at least the condition and quality as the Premises existed prior to the condemnation, the value of which shall exceed the sum of the then unpaid balance of the debt secured hereby. Any such condemnation proceeds made available to Grantor by Beneficiary shall be advanced to Grantor under a disbursement system designated by Beneficiary. To the extent that such proceeds are paid to Beneficiary but are either not made available to Grantor under the preceding sentence, or are not used by Grantor for such purpose within one hundred eighty (180) days, such proceeds shall be applied to the Indebtedness and obligations secured hereby in the manner set forth in Section 2.5(d)(i). Beneficiary, at its option, may declare the Secured Obligations to be entirely due and payable if the condemnation materially affects the Premises or the use thereof and the proceeds are not made available to Grantor for

rebuilding. Grantor agrees to execute such further assignments of any compensation, award, damages, right of action and proceeds as Beneficiary may require.

**2.7 Liens and Encumbrances.** Grantor shall pay, when due, all obligations, lawful claims or demands of any person which, if unpaid, might result in, or permit the creation of, a lien or encumbrance on the Premises or any portion thereof, including all claims of contractors, laborers, suppliers and others for work or labor performed or materials or supplies furnished or rented in connection with any work, alteration, improvement of or construction upon the Premises.

**2.8 Indemnification.** Grantor shall appear in and defend any suit, action or proceeding that, in the sole judgment of Beneficiary, may affect the value of the Premises, the title to the Premises or the rights and powers of Trustee or Beneficiary. Grantor shall indemnify Beneficiary, the Beneficiary Parties and Trustee from and against any claim, loss, cost, damage or expense (including attorney fees) arising out of or related to this Deed of Trust, the Premises or the condition (whether now existing or hereafter arising) thereof. The indemnity obligations of Grantor shall survive the reconveyance or foreclosure hereof.

**2.9 Sale of Premises.** In addition to any other right available hereunder, at law or in equity, Beneficiary may declare all sums secured hereby immediately due and payable if, without Beneficiary's prior written consent: (a) Grantor sells, assigns, transfers, conveys, contracts or agrees to sell (as by execution of a land sale contract), enters into a complete lease, a master lease, or a ground lease with respect to, encumbers, mortgages, assigns for security purposes, or otherwise disposes of, hypothecates or alienates, voluntarily or involuntarily, all or any part of the Premises or any interest of Grantor therein, except as allowed under the terms hereof; (b) Grantor suffers title to or any interest in the Premises to be divested, whether voluntarily or involuntarily; (c) if any party comprising Grantor is a partnership (general or limited) or a joint venture and any portion of any general partnership interest of any general partner or joint venture interest of such party is sold, transferred, mortgaged or otherwise disposed; (d) if Grantor is any form of cotenancy and any portion of the interest of any cotenant is sold, transferred, mortgaged or otherwise disposed; (e) if Grantor or any general partner of Grantor or any cotenant of Grantor is a privately held corporation (*i.e.*, a corporation whose stock is not publicly traded on a stock exchange) or a limited liability company and twenty-five percent (25%) or more, in the aggregate, of the capital stock or ownership of any such corporation or limited liability company is sold, transferred, hypothecated or otherwise disposed; or (f) if any party comprising Grantor is a trust, and such trust is dissolved or liquidated or extraordinary distributions of the assets of such trust are made. The foregoing acts are herein referred to as a "Sale" and a Sale without the prior written consent of Beneficiary shall be an Event of Default hereunder. Beneficiary may withhold such consent in its sole and absolute discretion. Any consent by Beneficiary to one Sale shall not constitute a waiver of Beneficiary's rights hereunder with respect to any subsequent Sale. In the event of a Sale which is a conveyance without the prior written approval of Beneficiary, the Beneficiary may, without notice to the Grantor, deal with such successor or successors in interest with reference to this Deed of Trust and the Note in the same manner as with Grantor, without in any way releasing, discharging or otherwise affecting the liability of Grantor hereunder or under the Note or any other document evidencing or securing any Secured Obligation. No Sale shall

affect Grantor's obligation to perform each term and provision hereof, nor release Grantor from any liability hereunder.

**2.10 Advances.** If Grantor shall fail to perform any of the covenants contained herein, any of the Loan Documents, in any Permitted Exception, or in any document evidencing or securing any Secured Obligation, Beneficiary may, but without obligation to do so, make advances to perform same on behalf of Grantor, and all sums so advanced shall be secured by this Deed of Trust. Grantor shall repay on demand all sums so advanced in its behalf with interest at the rate of twenty-four percent (24%) per annum or the highest rate permitted to be charged by applicable law, whichever is the lesser (the "Advance Rate"), from the date of expenditure until the date repaid. Nothing herein contained shall prevent any such failure to perform on the part of Grantor from constituting an Event of Default and no exercise by Beneficiary of any right hereunder shall constitute a waiver of such Event of Default.

**2.11 Time.** Grantor agrees that time is of the essence with respect to all obligations of Grantor under this Deed of Trust.

**2.12 Assignment of Rents, Leases and Income from Operations.** As additional security, Grantor assigns to Beneficiary all rents, income, revenues and profits arising from the Premises, and all of Grantor's right, title and interest in and to the Leases. Specifically included in this additional security, but without limitation, are all income, revenues, profits, accounts, accounts receivable, contract rights and general intangibles derived from any operations conducted on the Premises, including rent or room rates, if any, which flow directly from the Premises and all income, revenues, profits, rents, room rates, accounts, accounts receivable, contract rights, and general intangibles derived from any operations on the Premises which constitute Personal Property. Grantor shall have the right to collect, retain and use rentals from the Premises prior to an Event of Default. This assignment shall not operate to place the responsibility for the control, care, management, or repair of the Premises upon Beneficiary. Upon an Event of Default, Beneficiary shall have the right, at its election, independently or through a receiver, to collect the rents, income and profits arising from the Premises, without impairing any other right of Beneficiary. Grantor covenants and agrees that it shall promptly and faithfully perform, or cause to be performed, all of the covenants, conditions and agreements contained in all Leases on the part of the lessor thereunder to be kept and performed. Beneficiary shall have no obligation to collect rents or any other items of income or to perform any obligation with respect to any Lease. Following the occurrence of any Event of Default, Beneficiary may require Grantor to hold all rents and any items of income described herein in trust for Beneficiary, without commingling, and deliver the same to Beneficiary. In the event Beneficiary or a receiver collects rents or such items of income, then Grantor irrevocably appoints Beneficiary as its attorney-in-fact, deemed coupled with an interest, to demand, collect, receive, receipt for, sue for and recover all rents and income, to negotiate checks in connection with the foregoing, and to settle or compromise claims related to the Leases.

**2.13 Additional Security Agreement Provision.** Grantor warrants that (a) no financing statement covering any of the Personal Property is on file in any public office; (b) Grantor owns the Personal Property, and each and every part thereof, and the same is and shall be free from any prior lien, security interest or encumbrance except that in favor of Beneficiary;



(c) Grantor will defend title to the Personal Property against the claims and demands of all persons whomsoever; and (d) if Grantor is an entity, the state of organization of Grantor stipulated herein is true and correct. Grantor shall, upon request, execute and deliver such financing statements and other documents and agreements as Beneficiary may request to perfect and continue Beneficiary's security interest in the Personal Property, and Grantor authorizes Beneficiary to file any financing statements Beneficiary may deem necessary from time to time without the joinder or approval of Grantor. A carbon, photographic, or other reproduction of this Deed of Trust may be filed and suffice as a financing statement. Information pertaining to the security interest imposed hereby may be obtained from Grantor and Beneficiary at their respective addresses set forth herein.

**2.14 Inspections.** Beneficiary, and its agents, representatives and workmen, are authorized, but not obligated, to enter at any reasonable time upon or in any part of the Premises for the purpose of inspecting the same, and for the purpose of performing any of the acts it or Grantor is authorized to perform under the terms of this Deed of Trust.

**2.15 Imposition of Tax.** The enactment of any tax upon this Deed of Trust (whether chargeable against an owner, mortgagee or holder of an Indebtedness) or upon all or any part of the Secured Obligations shall constitute an Event of Default, and Beneficiary may exercise any remedy available to it in the case of an Event of Default, unless Grantor (a) lawfully pays the tax or charge, or reimburses Beneficiary therefor, and (b) agrees, in writing, within thirty (30) days after notice from Beneficiary that the tax law has been enacted, to pay the tax or charge or reimburse Beneficiary therefor.

**2.16 Land Use Matters.** Grantor warrants that (a) the Real Property and Improvements do and shall at all times comply with the applicable zoning ordinance and comprehensive plan (and any overlay zoning ordinances or other land use control laws and ordinances), and all applicable land use permits and approvals, and (b) the Improvements and uses thereof are and shall be uses permitted as of right. Grantor shall not cause any zone change or comprehensive plan change with respect to the Real Property or the Improvements, submit the Premises to any form of condominium or planned community ownership, cause or allow any subdivision or partition with respect to the Premises or consent to the inclusion of the Premises in a special or local improvement district, without in each instance, obtaining the prior written consent of Beneficiary, which may be withheld by Beneficiary in its sole and absolute discretion.

**2.17 Utilities.** Grantor shall pay or cause to be paid when due all utility charges which are incurred by Grantor or others for the benefit of or for service to the Premises or which may become a charge or lien against the Premises for gas, electricity, water, sewer or other utility services furnished to the Premises and all other assessments or charges of a similar nature, whether public or private, affecting the Premises or any portion thereof.

**2.18** Grantor shall comply with all covenants set forth in the Loan Agreement, which are hereby incorporated by reference.

### 3. **DEFAULT.**

3.1.1 **Events of Default.** The following, in addition to all other acts, events, and conditions declared to be events of default herein, are events of default hereunder ("Events of Default"):

(a) The occurrence of any event of default with respect to the Note, Loan Agreement or any of the other Loan Documents.

(b) Failure by Grantor to make any payment to Beneficiary or to any third party when due in accordance with the terms of this Deed of Trust.

(c) Failure by Grantor to perform, when due, any of the terms, covenants and conditions set forth in this Deed of Trust other than the obligations mentioned in Sections 3.1(a) and (b); provided, however, that if such failure by its nature can be cured, then so long as the continued operation and safety of the Premises, and the priority, validity and enforceability of the liens created by this Deed of Trust or any of the other Loan Documents and the value of the Premises is not impaired, threatened or jeopardized, then Borrower shall have a period ("Cure Period") of thirty (30) days after Grantor obtains actual knowledge of such failure or receives written notice of such failure to cure the same and an Event of Default shall not be deemed to exist during the Cure Period (provided, however, such period shall be limited to ten (10) days if such failure can be cured by the payment of money).

(d) Breach of any warranty or representation given by Grantor or the Borrower Parties to Trustee or Beneficiary.

(e) Without implying consent of Beneficiary to the creation of any lien encumbering the Premises, institution of foreclosure or other proceedings (either judicial or nonjudicial) to enforce any security interest or other lien or encumbrance (junior or senior) of any kind upon the Premises or any portion thereof or interest therein.

(f) Grantor, any cotenant or general partner of Grantor, any guarantor of any Secured Obligation, or any successor or assign thereof: (i) files a voluntary petition in bankruptcy or for an arrangement or reorganization pursuant to the Federal bankruptcy statutes, or any similar law, state or Federal ("Bankruptcy Proceeding"); (ii) is the object of any involuntary Bankruptcy Proceeding which is not stayed or dismissed within sixty (60) days of filing; (iii) is adjudicated a bankrupt or declared insolvent in any Bankruptcy Proceeding; (iv) has a trustee or receiver appointed for it or has any court take jurisdiction of any of its property in any reorganization, arrangement, dissolution or liquidation proceeding, unless such trustee or receiver is discharged or if such jurisdiction be relinquished or vacated within thirty (30) days of appointment or commencement; or (v) makes an assignment for the benefit of its creditors or consents to an appointment of a receiver or trustee of any of its property.

(g) Any Sale shall have occurred without Beneficiary's prior written consent and approval.

(h) The occurrence or existence of any default (after passage of any applicable cure period) under any Permitted Exception.

3.2 **Remedies.** In addition to any other rights and remedies provided herein, in the Note, in any document evidencing or securing the Secured Obligations, or available at law or in equity, Beneficiary shall have the following rights and remedies upon the occurrence of any Event of Default:

(a) **Acceleration.** Beneficiary, by written notice given to Grantor, may declare the entire principal of the Note then outstanding, and all accrued and unpaid interest thereon, and all other Secured Obligations, to be due and payable immediately.

(b) **Possession and Receiver.** The Trustee or Beneficiary, personally or by its agents or attorneys, or through a duly appointed receiver, may enter into and upon all or any part of the Premises, and each and every part thereof, and may exclude the Grantor and its agents wholly therefrom; and may possess, use, operate, manage, improve and control the Premises. Trustee or Beneficiary shall be entitled to collect and receive all earnings, revenues, issues, profits and income of the Premises whether or not Beneficiary, Trustee, or a receiver is then in possession of the Premises. Beneficiary shall be entitled to the appointment of a receiver as a matter of right, whether or not the apparent value of the Premises exceeds the Indebtedness secured hereby, and any receiver appointed may serve without bond. Employment by Beneficiary shall not disqualify a person from serving as a receiver. The exercise of any right under this section shall not be deemed an election of remedies nor a "pending action" so as to preclude the exercise of any other right or remedy. Upon taking possession of all or any part of the Premises, the receiver may:

(i) Possess, manage, control, and conduct the business of the Premises and make expenditures for all maintenance and improvements as in its judgment are proper; and

(ii) Collect all revenues, income, issues, profits, contract rights, accounts, accounts receivable and general intangibles from the Premises and apply such sums or the proceeds thereof to the expenses of use, operation and management.

If the revenues produced by the Premises are insufficient to pay expenses, the receiver may borrow, from Beneficiary or otherwise, such sums as it deems necessary for the purposes stated herein and repayment of such sums shall be secured by the lien hereof. The amounts borrowed from or advanced by Beneficiary shall bear interest at the Advance Rate from the date of expenditure until repaid, and such amounts and interest shall be an Indebtedness of Grantor secured hereby.

(c) **Uniform Commercial Code.** Beneficiary shall have all of the remedies of a secured party under the Uniform Commercial Code as adopted in the State of Washington and any other applicable law. To the extent permitted by law, Grantor expressly waives any notice of sale or other disposition and notice of the exercise of any other right or remedy of Beneficiary arising by reason of an Event of Default hereunder, and to the extent any such notice is required and cannot be waived, Grantor agrees, for the purpose of this paragraph only, that if such notice is mailed, postage prepaid, to the Grantor at the above address at least five (5) days

14 – COMMERCIAL DEED OF TRUST AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS

before the time of the sale or disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving of said notice.

(d) Sale. The Trustee may, and upon the written request of Beneficiary, shall, and the Beneficiary may to the extent permitted by law, with or without entry, personally or by its agents or attorneys insofar as applicable:

(i) Sell the Premises and otherwise exercise the power of sale granted herein as a nonjudicial foreclosure of this Deed of Trust in the manner provided by applicable laws pertaining to the foreclosure of deeds of trust;

(ii) Institute proceedings for the complete or partial judicial foreclosure of this Deed of Trust as a mortgage in the manner provided by applicable law; and/or

(iii) Apply to any court of competent jurisdiction for the appointment of a receiver for the Premises to operate the same and collect all the earnings, revenues, issues, profits and income therefrom.

(e) Proceeds. In the event of any judicial or nonjudicial foreclosure sale made under or by virtue of this section, the entire principal of and interest on the Note, if not previously due and payable, and all other sums secured hereby, immediately thereupon shall become due and payable. The proceeds of any sale made under or by virtue of this section, together with any other sums which then may be held by the Trustee or Beneficiary under this Deed of Trust shall be applied in the manner provided by law. Upon any judicial or nonjudicial sale made under or by virtue of this section, the Beneficiary may bid for and acquire the Premises or any part thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the Indebtedness of the Grantor secured by this Deed of Trust the net sales price after deducting therefrom the expenses of the sale and the cost of the action and any other sums which the Beneficiary is authorized to deduct under this Deed of Trust.

(f) Tenancy at Will. In the event Grantor remains in possession of the Premises after the same have been sold as provided herein or after Beneficiary otherwise becomes entitled to possession of the same, Grantor shall become a tenant at will of Beneficiary or the purchaser of the Real Property and shall pay, while in possession, a reasonable rental for use of the Real Property and Improvements.

(g) Pursue any and all other remedies set forth in the Loan Documents.

(h) Remedies Not Exclusive. No remedy granted herein is intended to be exclusive of any other remedy provided herein or at law or in equity, but each shall be cumulative. Each such remedy may be exercised singly, collectively or seriatim, and as often as may be deemed expedient by Trustee or Beneficiary. If there exists additional security for the performance of the obligations secured hereby, Beneficiary, at its sole option and without limiting or affecting any rights or remedies hereunder, may exercise any of the rights and remedies to which it may be entitled hereunder either concurrently with whatever other rights it may have in connection with such other security or in such order as it may determine.

#### 4. MISCELLANEOUS TERMS AND CONDITIONS.

4.1 **Acceptance of Trust; Notice.** The Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is recorded. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless Trustee brings such action.

4.2 **Powers of Trustee.** Trustee or Beneficiary may from time to time apply in any court of competent jurisdiction for aid and direction in the execution of the trusts hereunder and the enforcement of the rights and remedies available hereunder, and Trustee or Beneficiary may obtain orders or decrees directing or confirming acts in the execution of said trusts. Grantor shall pay to Trustee reasonable compensation and reimbursement for services and expenses in the administration of the trusts created hereunder, including reasonable attorney fees, but in no event more than allowed by any applicable statute. Grantor agrees to and does indemnify Trustee and Beneficiary against all losses, claims, demands and liabilities which either may incur, suffer or sustain in the execution of the trusts created hereunder or in the performance of any act required or permitted hereunder or by law.

4.3 **Substitution of Trustee.** By a writing signed and acknowledged by Beneficiary and filed for record in the office of the recorder of the county in which the Real Property is situated, Beneficiary from time to time may appoint another trustee to act in the place and stead of Trustee or any successor.

4.4 **Leases.** In the event Beneficiary shall institute judicial proceedings to foreclose the lien hereof, and shall be appointed as a mortgagee in possession of the Premises, Beneficiary, during such time as it shall be mortgagee in possession, shall have, and Grantor hereby gives and grants to Beneficiary, the right, power and authority to make and enter into leases of the Premises or any portion thereof for such rents and for such periods of occupancy and upon such conditions and provisions as such mortgagee in possession may deem desirable, and Grantor expressly acknowledges and agrees that the term of any such lease may extend beyond the date of any sale of the Premises hereunder, it being the intention of Grantor that, while Beneficiary is a mortgagee in possession of the Premises, Beneficiary shall be deemed to be and shall be the attorney-in-fact of Grantor for the purpose of making and entering into leases of parts or portions of the Premises for the rents and upon the terms, conditions and provisions deemed desirable by Beneficiary. The power and authority hereby given and granted by Grantor to Beneficiary shall be deemed to be coupled with an interest and shall not be revocable by Grantor.

4.5 **Marshaling of Assets.** Grantor hereby expressly waives all rights to require a marshaling of assets by the Trustee or Beneficiary or to require Trustee or Beneficiary to first resort to the sale of any portion of the Premises which might have been retained by Grantor before foreclosing upon and selling any other portion thereof.

4.6 **Nonwaiver.** By accepting payment of any sum secured hereby after its due date or late performance of any obligation secured hereby, Beneficiary shall not waive its right against any person obligated directly or indirectly hereunder or on any Indebtedness hereby secured either to require prompt payment or performance when due of all other sums and

obligations so secured or to declare a default for failure to make such payment. No exercise of any right or remedy by Trustee or Beneficiary hereunder shall constitute a waiver of any other right or remedy allowed herein, in any other document evidencing or securing any Secured Obligation, or at law or in equity. No delay or omission of the Trustee or Beneficiary in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

**4.7 Rules of Construction.** When the identity of the parties or the context of a provision makes it appropriate, the neuter gender shall include the feminine and masculine, and the singular shall include the plural. The headings of each section are for information and convenience only and shall not limit or affect the contents of any provisions hereof.

**4.8 Severability.** If any term of this Deed of Trust or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Deed of Trust shall not be affected thereby, and each term of this Deed of Trust shall be valid and enforceable to the fullest extent permitted by law.

**4.9 Successors in Interest; Joint and Several Liability.** Subject to the limitations set forth in Section 2.9, this Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, executors, administrators, successors and assigns. If Grantor is comprised of more than one person or entity, then all obligations of Grantor hereunder are joint and several and each party comprising Grantor agrees and promises to pay the Secured Obligations. The term "Beneficiary" shall mean the holder and owner, including pledgees, of the Note secured hereby, whether or not named as Beneficiary herein.

**4.10 Notices.** All notices to be given pursuant to this Deed of Trust shall be in writing and shall be sufficient if personally delivered or deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom directed at its address shown above. Notices (as distinguished from payments) will be deemed received when personally delivered or two (2) days after deposit in the United States Mail. Any party may change its address set forth herein by giving ten (10) days prior written notice thereof to all other parties.

**4.11 Modifications.** This Deed of Trust may not be amended, modified or changed except by a written instrument signed by the parties hereto.

**4.12 Attorney Fees.** If any litigation or arbitration is instituted to enforce or interpret any provision hereof, or to foreclose this Deed of Trust, the prevailing party shall be entitled to collect, in addition to all other amounts and relief, its court costs, title search costs, and other reasonable attorney fees, incurred both at and in preparation for trial and any appeal or review, such amount to be set by the court before which the matter is heard. Without limitation on and in addition to the foregoing, Grantor agrees to reimburse Beneficiary for all such costs and fees which Beneficiary may incur in connection with any bankruptcy or similar proceeding wherein the Grantor, or any guarantor, surety or accommodation party is the "debtor," including (without limitation) issues peculiar to Federal bankruptcy law. If Beneficiary is the prevailing party, such costs and attorney fees shall be secured by this Deed of Trust.

**4.13 Priority of Trust Deed.** The terms of the obligation secured hereby may provide that the interest rate, payment terms or balance due may be indexed, adjusted or renewed. The priority of this Deed of Trust shall not be affected by renegotiation or adjustment of the interest rate provided in the Note (which may increase or decrease the amount of periodic payments or extend or shorten the term of this Deed of Trust), any increase in the underlying obligation as a result of deferment of all or a portion of interest payments and the addition of such payments to the outstanding balance of the obligation, or the execution of new agreements which reflect such changes.

4.14 *[Intentionally omitted]*

**4.15 Mutual Negotiation.** Beneficiary and Grantor confirm that they have mutually negotiated this Deed of Trust and that none of the terms or provisions of this Deed of Trust shall be presumptively construed against either party.

**4.16 Report of Real Estate Transaction.** Grantor has made or provided for making, or will make or provide for making, on a timely basis, any reports or returns required under Section 6045(e) of the Internal Revenue Code of 1986 as amended (the "Code") (and any similar reports or returns required by state or local law) relating to the Premises, notwithstanding the fact that the primary reporting responsibility may fall on Beneficiary, counsel for Beneficiary, or another party. Grantor's obligations under this paragraph will be deemed to be satisfied if proper and timely reports and returns required under this paragraph are filed by a title company or real estate broker involved in the real estate transaction relating to the Premises, but nothing contained herein shall be construed to require such returns or reports to be filed by Beneficiary or counsel for Beneficiary.

**4.17 Assignment and Participation.** Beneficiary may at any time assign its rights in this Note and the Loan Documents, or any part thereof and transfer its rights in any or all of the collateral, and Beneficiary thereafter shall be relieved from all liability with respect to such collateral. Grantor may not assign its interest in this Note, or any other agreement with Beneficiary or any portion thereof, either voluntarily or by operation of law, without the prior written consent of Beneficiary. Notwithstanding anything in the Loan Documents to the contrary, Grantor agrees and consents to Beneficiary's sale or transfer, whether now or later, of one or more participation interests in or assignments of the Loan to one or more purchasers, whether related or unrelated to Beneficiary. Beneficiary may provide, without any limitation whatsoever, to any one or more participants, purchasers or potential purchasers, any information or knowledge Beneficiary may have about Grantor or about any other matter relating to the Loan, and Grantor hereby waives any rights to privacy or confidentiality Grantor may have with respect to such matters. Grantor additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Grantor also agrees that the assignees and purchasers of any participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the assignment of such Loan or the sale of such participation interests. Grantor further waives all rights of offset or counterclaim that it may have now or later against Beneficiary or against any assignee or any purchaser of such participation interest and unconditionally agrees that either Beneficiary, such assignee or such purchaser may enforce Grantor's obligation under the

Loan irrespective of the failure or insolvency of any holder of any interest in any Loan. Grantor further agrees that any assignee or the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Grantor may have against Beneficiary.

**4.18 Single Purpose Grantor.** Grantor was organized solely for the purpose of owning, managing and disposing of the Premises and does not own any real property other than the Premises and does not operate any business other than the development, construction, ownership, management and operation of the Premises. Grantor shall not during the term of the Loan, including any extensions, modifications, renewals or refinancings thereof, acquire any real property or assets other than the Premises, operate any business other than the acquisition, development, management and disposition of the Premises, or incur any liability or obligation other than those incurred in the ownership and operation of the Premises. Grantor will not commingle any of its funds or assets with those of any other entity and has held, and will hold, all of its assets and conduct all of its business in its own name. Grantor has paid and will pay all of its liabilities out of its own funds and assets. Grantor has allocated and will allocate fairly and reasonably any overhead for shared office space and will use separate stationery, invoices and checks in connection with the conduct of its business. Grantor has not entered into and will not enter into, or be a party to, any transaction with any of its equity interest holders or its affiliates, except in the ordinary course of its business and on terms which are intrinsically fair and no less favorable to it than would be obtained in a comparable arm's-length transaction with an unrelated third party. Grantor will not engage in, seek, or consent to any dissolution, winding up or liquidation, without the express consent of Beneficiary. Grantor's certificate of formation and operating agreement limit its purpose to the acquisition, management, operation and disposition of the Premises, and such purposes shall not be amended without the prior written consent of Beneficiary, which consent may be withheld by Beneficiary in its sole and absolute discretion.

**4.19 OFAC Covenant.** Grantor shall ensure, and cause each of its subsidiaries to ensure, that (i) no person who owns twenty percent (20.00%) or more of the equity interests in Grantor, or otherwise controls Grantor or any of its subsidiaries is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the OFAC, the Department of the Treasury or included in any Executive Orders, (ii) the proceeds of the Loan do not violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (iii) it shall comply, and cause each of its subsidiaries to comply, with all applicable Bank Secrecy Act laws and regulations, as amended.

**4.20 Maximum Indebtedness.** Notwithstanding anything contained herein to the contrary, in no event shall Beneficiary be obligated to advance funds in excess of the face amount of the Note.

**4.21 Grantor Not a Joint Venturer or Partner.** Grantor and Beneficiary acknowledge and agree that in no event shall Beneficiary be deemed to be a partner or joint venturer with Grantor. Without limitation of the foregoing, Beneficiary shall not be deemed to be such a partner or joint venturer on account of its becoming a mortgagee in possession or exercising any rights pursuant to this Deed of Trust or pursuant to any other instrument or document evidencing or securing any of the Indebtedness, or otherwise.



**4.22 Replacement of the Note.** Upon notice to Grantor of the loss, theft, destruction or mutilation of the Note, Grantor will execute and deliver, in lieu thereof, a replacement note, identical in form and substance to the Note and dated as of the date of the Note and upon such execution and delivery all references in any of the Loan Documents to the Note shall be deemed to refer to such replacement note.

**4.23 Waiver of Consequential Damages.** Grantor covenants and agrees that in no event shall Beneficiary be liable for consequential damages, whatever the nature of a failure by Beneficiary to perform its obligation(s), if any, under the Loan Documents, and Grantor hereby expressly waives all claims that it now or may hereafter have against Beneficiary for such consequential damages.

**4.24 After Acquired Premises.** The lien hereof will automatically attach, without further act, to all after-acquired Premises attached to and/or used in connection with or in the operation of the Premises or any part thereof.

**4.25 Effect of Extensions and Amendments.** If the payment of the Indebtedness, or any part thereof, be extended or varied, or if any part of the security or guaranties therefor be released, all persons now or at any time hereafter liable therefor, or interested in the Premises shall be held to assent to such extension, variation or release, and their liability, and the lien, and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by Beneficiary, notwithstanding any such extension, variation or release.

**4.26 No Merger.** The parties hereto intend that the Deed of Trust and the lien hereof shall not merge in fee simple title to the Premises, and if Beneficiary acquires any additional or other interest in or to the Premises or the ownership thereof, then, unless a contrary intent is manifested by Beneficiary as evidenced by an express statement to that effect in an appropriate document duly recorded, this Deed of Trust and the lien hereof shall not merge in the fee simple title and this Deed of Trust may be foreclosed as if owned by a stranger to the fee simple title.

**4.27 Complete Agreement.** This Deed of Trust, the Note and the other Loan Documents constitute the complete agreement between the parties with respect to the subject matter hereof and the Loan Documents may not be modified, altered or amended except by an agreement in writing signed by both Grantor and Beneficiary.

**4.28 Additional Waivers.** GRANTOR EXPRESSLY AND UNCONDITIONALLY WAIVES, IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING BROUGHT BY BENEFICIARY ON THIS DEED OF TRUST, ANY AND EVERY RIGHT IT MAY HAVE TO (A) INTERPOSE ANY COUNTERCLAIM THEREIN UNLESS UNDER THE APPLICABLE RULES OF COURT SUCH COUNTERCLAIM MUST BE ASSERTED IN SUCH PROCEEDING, OR (B) HAVE THE SAME CONSOLIDATED WITH ANY OTHER OR SEPARATE SUIT, ACTION OR PROCEEDING UNLESS UNDER THE APPLICABLE RULES OF COURT SUCH SUIT, ACTION OR PROCEEDING MUST BE CONSOLIDATED WITH THE PROCEEDING BROUGHT BY BENEFICIARY.

4.29 **Interest Rate.** The interest rate on the Loan is the rate of interest in the Note.

4.30 **No Agricultural Purpose.** The Premises is not used principally for agricultural or farming purposes.

4.31 **Use of Proceeds.** The proceeds of this Loan will be used primarily for commercial, investment or business purposes. Proceeds of this Loan have not been and will not be used primarily for personal, family, or household purposes. No portion of the Premises is "residential real property" as defined in RCW 61.24.005(13).

4.32 **Assignment of Leases and Rents.** The assignment of Leases and Rents is intended as security for the Obligations pursuant to RCW 7.28.230. The lien created by this assignment shall, when this Deed of Trust is recorded, be deemed specific, perfected, and choate and shall not require any further action to be perfected as to any subsequent purchaser, mortgagee, or assignee.

4.33 **Washington Deed of Trust Remedies.** In addition to all other remedies of Beneficiary and Trustee, upon the occurrence of any Event of Default, Beneficiary shall have the right to have the Premises sold by the Trustee pursuant to the provisions of the laws of the State of Washington then in effect with respect to foreclosure pursuant to Trustee's sale under deeds of trust or, at Beneficiary's option, to have this Security Instrument foreclosed in judicial proceedings as a mortgage, and Beneficiary and Trustee shall have the right to exercise all other remedies provided for herein or by law, including the Uniform Commercial Code. All rights and remedies of Beneficiary and Trustee are cumulative. Beneficiary and Trustee may exercise rights and remedies at such times and in such order as Beneficiary may elect in accordance with applicable law. In the exercise of rights and remedies, Property, whether real or personal, and any portions thereof, may be sold, whether at Trustee's sale or execution sale after judicial foreclosure or in any other manner permitted by law, in one parcel or several parcels as Beneficiary may elect. If this Deed of Trust is foreclosed as a mortgage in judicial proceedings, any judgment recovered, including a deficiency judgment if Beneficiary shall be entitled to a deficiency, shall bear at the rate applicable to sums secured hereby after an Event of Default, not to exceed, however, the highest rate permitted by applicable law.

**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

**[Signature and acknowledgement on the following page.]**

Executed as of the date first above written.

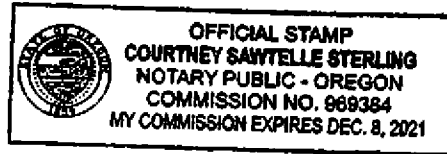
**GRANTOR:**

**CV The Franklin, LLC**, a Washington limited liability company,

By: \_\_\_\_\_

Name: Sean T. Keys

Title: Manager



STATE OF <sup>Oregon</sup> WASHINGTON )  
 )ss.  
 COUNTY OF Washington )

This instrument was acknowledged before me on 30<sup>th</sup>, 2021, by Sean T. Keys as the Manager of **CV The Franklin, LLC**, a Washington limited liability company.

C.S.  
 Notary Public for the State of Washington  
 My commission expires: December 8, 2021

Exhibits:

A – Legal Description

**Exhibit A**

**Legal Description**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Benton, STATE OF WA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOTS 3 AND 6, BLOCK 732, PLAT OF RICHLAND, ACCORDING TO THE PLAT THEREOF RECORDED INVOLUMES 6 AND 7 OF PLATS, RECORDS OF BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 7 OF SAID PLAT OF RICHLAND, ALSO BEING THE POINT OF INTERSECTION OF THE WEST MARGIN OF GEORGE WASHINGTON WAY AND THE SOUTH MARGIN OF VAN GIESEN STREET; THENCE SOUTH 01°05'48" EAST 225.00 FEET ALONG SAID WEST MARGIN TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°05'48" EAST 535.00 FEET ALONG SAID WEST MARGIN TO THE POINT OF INTERSECTION OF SAID WEST MARGIN WITH THE NORTH MARGIN OF TORBETT STREET; THENCE SOUTH 88°54'12" WEST 217.00 FEET ALONG SAID NORTH MARGIN; THENCE NORTH 01°05'48" WEST 115 FEET; THENCE SOUTH 88°54'12" WEST 254.50 FEET; THENCE NORTH 01°05'48" WEST 527.45 FEET; THENCE NORTH 89°12'04" EAST 212.50 FEET; THENCE SOUTH 01°05'48" EAST 105.00 FEET; THENCE NORTH 89°12'04" EAST 259.00 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS ACCESS OVER A PORTION OF PARCELS A AND B, AND PARKING ACCESS OVER A PORTION OF PARCEL A, AS DESCRIBED IN A DECLARATION OF RECIPROCAL EASEMENTS AGREEMENT, RECORDED APRIL 29, 1999, AND RECORDED AS AUDITOR'S FILE NO. 1999-014216.

Tax Parcel ID No. 102983020732045

AFTER RECORDING RETURN TO:

JEFFREY S. ARNOLD  
BROWN, UDELL, POMERANTZ &  
DELRAHIM, LTD.  
225 West Illinois Street, Suite 300  
Chicago, Illinois 60654

**FIRST AMENDMENT TO COMMERCIAL CONSTRUCTION DEED OF TRUST AND  
SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS AND FIXTURE FILING**

Dated June 24, 2022

**DOCUMENT TITLE:** FIRST AMENDMENT TO COMMERCIAL  
CONSTRUCTION DEED OF TRUST, SECURITY  
AGREEMENT, ASSIGNMENT OF RENTS AND  
FIXTURE FILING

**GRANTOR/BORROWER:** CV THE FRANKLIN, LLC, a Washington limited  
liability company

**GRANTEES:**

**TRUSTEE:** FIRST AMERICAN TITLE INSURANCE COMPANY

**BENEFICIARY/LENDER:** PANGEA MORTGAGE CAPITAL, LLC,  
an Illinois limited liability company, and its successors  
and assigns

**ABBREVIATED LEGAL  
DESCRIPTION:** Lots 3 & 6, Block 732, Plat of Richland, Benton  
County, Washington

(Full legal description is on attached Exhibit A)

**ASSESSOR'S PROPERTY TAX  
PARCEL/ACCOUNT NUMBER(S):** 102983020732045

**REFERENCE NUMBER(S):** 2021-037121

**First Amendment to Commercial Construction Deed of  
Trust and Security Agreement with Assignment of  
Rents and Fixture Filing**

**Page 1**

**FIRST AMENDMENT TO COMMERCIAL CONSTRUCTION DEED OF TRUST AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS**

This FIRST AMENDMENT TO CONSTRUCTION DEED OF TRUST AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS (this "**Amendment**") dated as of June 24, 2022, is executed by **CV THE FRANKLIN, LLC**, a Washington Limited Liability Company ("**Grantor**"), and delivered to **FIRST AMERICAN TITLE INSURANCE COMPANY** ("**Trustee**"), for the benefit of **PANGEA MORTGAGE CAPITAL, LLC**, an Illinois limited liability company, and its successors and assigns, as beneficiary and secured party ("**Beneficiary**").

**RECITALS**

A. Grantor made, executed and delivered to Trustee that certain Commercial Construction Deed of Trust and Security Agreement with Assignment of Rents and Fixture Filing dated August 6, 2021 and recorded August 9, 2021, in the Records of Benton County Washington under ID No. 2021-037121 (the "**Deed of Trust**") for the benefit of Beneficiary. The Deed of Trust was granted to secure payment and performance of those certain promissory notes of even date therewith (collectively, the "**Note**") made by Grantor and CV The Empire, LLC, an Idaho limited liability company, CV The Olmstead, LLC, a Washington limited liability company, CV The Alegre, LLC, a Washington limited liability company, and CV The Q, LLC, a Washington limited liability company (collectively, the "**Borrower Parties**"; together with Grantor, collectively, the "**Borrower**") payable to Beneficiary in the aggregate principal sum of **FIFTY MILLION AND FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$50,500,000.00)** (the "**Loan**").

B. The Borrower Parties and Beneficiary have amended the Loan Agreement to increase the Loan to **FIFTY-SIX MILLION AND SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$56,750,000.00)**. The parties hereto desire to amend the Deed of Trust to reflect the increase in the amount secured thereby, and have amended and restated the Note as of even date herewith (the "**Amended and Restated Note**") to reflect the increase in the amount of the Loan. The parties hereto desire to amend the Deed of Trust to reflect the increase in the amount secured thereby.

NOW, THEREFORE, in consideration of the above and mutual promises contained in this Amendment, the receipt and sufficiency of which are acknowledged, Grantor, Trustee, and Beneficiary agree as follows:

**1. Recitals.** The recitals set forth above are incorporated herein by reference as if fully set forth in the body of this Amendment.

2. **Amendment.** Grantor hereby amends the Deed of Trust so that the amount of the “Loan” in Recital A thereof is increased by Six Million Two Hundred Fifty Thousand and No/100 Dollars (\$6,250,000.00) for a new total Loan amount of **FIFTY-SIX MILLION AND SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$56,750,000.00)** and so that the Deed of Trust secures the indebtedness evidenced by the Amended and Restated Note.

3. **Limitation of Amendment.** Except as expressly amended herein, the Deed of Trust shall remain unchanged and in full force and effect.

4. **Capitalized Terms.** Any capitalized terms used in this Amendment and not specifically defined herein shall have the meanings set forth in the Deed of Trust or the Loan Agreement, as applicable.

5. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.

6. **No Novation.** This Amendment of the Deed of Trust is not intended to, and shall not be interpreted to, constitute a novation of Grantor’s obligations under the Deed of Trust, the Loan Agreement and the other Loan Documents or a loss of the existing lien priority of any of the Loan Documents (as defined in the Loan Agreement) held by Beneficiary. Grantor hereby specifically acknowledges that the intent of the parties is that the modification of the Deed of Trust pursuant to this Amendment shall not extinguish, impair or otherwise affect the priority of the lien and security held by Beneficiary and provided by the Deed of Trust, as amended, as a result of this Amendment.

**[Remainder of Page Intentionally Blank]**

IN WITNESS WHEREOF, Grantor, Trustee, and Beneficiary have signed and delivered this Amendment or have caused this Amendment to be signed and delivered by their duly authorized representative.

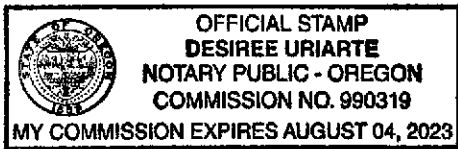
GRANTOR:

CV The Franklin, LLC,  
a Washington limited liability company

By: \_\_\_\_\_  
Sean T. Keys, its Manager

State of Oregon            )  
                                          ) ss  
County of Washington)

This instrument was acknowledged before me on May 20, 2022, by Sean T. Keys as the Manager of CV The Franklin, LLC, a Washington limited liability company.



\_\_\_\_\_  
Notary Public for the State of Washington Oregon  
My commission expires: Aug. 4, 2023

Exhibits:  
A – Legal Description



**Exhibit A**

**Legal Description**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Benton, STATE OF WA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOTS 3 AND 6, BLOCK 732, PLAT OF RICHLAND, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUMES 6 AND 7 OF PLATS, RECORDS OF BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 7 OF SAID PLAT OF RICHLAND, ALSO BEING THE POINT OF INTERSECTION OF THE WEST MARGIN OF GEORGE WASHINGTON WAY AND THE SOUTH MARGIN OF VAN GIESEN STREET; THENCE SOUTH 01°05'48" EAST 225.00 FEET ALONG SAID WEST MARGIN TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°05'48" EAST 535.00 FEET ALONG SAID WEST MARGIN TO THE POINT OF INTERSECTION OF SAID WEST MARGIN WITH THE NORTH MARGIN OF TORBETT STREET; THENCE SOUTH 88°54'12" WEST 217.00 FEET ALONG SAID NORTH MARGIN; THENCE NORTH 01°05'48" WEST 115 FEET; THENCE SOUTH 88°54'12" WEST 254.50 FEET; THENCE NORTH 01°05'48" WEST 527.45 FEET; THENCE NORTH 89°12'04" EAST 212.50 FEET; THENCE SOUTH 01°05'48" EAST 105.00 FEET; THENCE NORTH 89°12'04" EAST 259.00 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS ACCESS OVER A PORTION OF PARCELS A AND B, AND PARKING ACCESS OVER A PORTION OF PARCEL A, AS DESCRIBED IN A DECLARATION OF RECIPROCAL EASEMENTS AGREEMENT, RECORDED APRIL 29, 1999, AND RECORDED AS AUDITOR'S FILE NO. 1999-014216.

Tax Parcel ID No. 102983020732045

**AFTER RECORDING MAIL TO:**

Name Brown Udell Pomerantz & Delrahim, LTD  
Address 225 W Illinois St, Ste 300  
City/State Chicago, IL 60654

---

**Document Title(s):**

1. UCC Financing Statement

**Reference Number(s) of Documents Assigned or released:**

**Grantor(s):**

1. CV the Franklin, LLC
- 2.

[ ] Additional information on page of document

**Grantee(s):**

1. Pangea Mortgage Capital, LLC
- 2.

[ ] Additional information on page of document

**Abbreviated Legal Description:**

Ptn Lots 3, 6 & 7, Block 732, Plat of Richland

**Tax Parcel Number(s):**

102983020732045

[ X ] Complete legal description is on page exhibit A of document

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>RYAN TUNNEY</b>
B. E-MAIL CONTACT AT FILER (optional) <b>rtunney@bupdlaw.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>RYAN TUNNEY BROWN, UDELL, POMERANTZ &amp; DELRAHIM, LTD. 225 WEST ILLINOIS STREET SUITE 300 CHICAGO, IL 60654</b>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. **DEBTOR'S NAME** Provide only one Debtor name: (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME <b>CV THE FRANKLIN, LLC</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>17933 NW Evergreen Place, Suite 300</b>		CITY <b>Beaverton</b>	STATE <b>OR</b>	POSTAL CODE <b>67006</b>
			COUNTRY <b>USA</b>	

2. **DEBTOR'S NAME** Provide only one Debtor name: (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. **SECURED PARTY'S NAME** (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name: (3a or 3b)

3a. ORGANIZATION'S NAME <b>PANGEA MORTGAGE CAPITAL, LLC</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>549 W. RANDOLPH STREET, 2ND FLOOR</b>		CITY <b>CHICAGO</b>	STATE <b>IL</b>	POSTAL CODE <b>60661</b>
			COUNTRY <b>USA</b>	

4. **COLLATERAL**: This financing statement covers the following collateral:

**SEE EXHIBITS A AND B ATTACHED HERETO AND INCORPORATED HEREIN.**

5. Check only if applicable, and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions);  being administered by a Decedent's Personal Representative

6a. Check only if applicable, and check only one box:

Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable, and check only one box:

Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable)  Lessee/Lessor  Consignor/Consignor  Seller/Buyer  Bailor/Bailor  Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

**FOR FILING WITH THE BENTON COUNTY RECORDER**

**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR. Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

OR	9a. ORGANIZATION'S NAME <b>CV THE FRANKLIN, LLC</b>	<b>THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY</b>
	9b. INDIVIDUAL'S SURNAME	
	FIRST PERSONAL NAME	
	ADDITIONAL NAME(S)/INITIAL(S) <span style="float: right;">SUFFIX</span>	

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1); use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name; and enter the mailing address in line 10c.

OR	10a. ORGANIZATION'S NAME	
	10b. INDIVIDUAL'S SURNAME	
	INDIVIDUAL'S FIRST PERSONAL NAME	
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) <span style="float: right;">SUFFIX</span>	

10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
----------------------	------	-------	-------------	---------

11.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

OR	11a. ORGANIZATION'S NAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	11b. INDIVIDUAL'S SURNAME			

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
----------------------	------	-------	-------------	---------

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral).

13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)	14. This FINANCING STATEMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> is filed as a fixture filing
15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest)	16. Description of real estate  <p style="text-align: center;"><b>SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN.</b></p>

17. MISCELLANEOUS

**EXHIBIT A  
TO  
UCC-1 FINANCING STATEMENT**

**COLLATERAL**

**Debtor:** CV THE FRANKLIN, LLC, a Washington limited liability company

**Secured Party:** PANGEA MORTGAGE CAPITAL, LLC, an Illinois limited liability company

Debtor does hereby GRANT, SELL, CONVEY, MORTGAGE and ASSIGN unto Secured Party, its successors and assigns, and does hereby grant to Secured Party, its successors and assigns a security interest in, all and singular the properties, rights, interests and privileges described below, all of same being collectively referred to herein as the "Mortgaged Property":

THE LAND located in Benton County, Washington which is legally described on **Exhibit B** attached hereto and made a part hereof (the "Land").

TOGETHER WITH all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or for any such buildings, structures and improvements and all of the right, title and interest of Debtor now or hereafter acquired in and to any of the foregoing, including without limitation those certain improvements to be constructed on the Land in accordance with the Loan Agreement (the "Improvements").

TOGETHER WITH all easements, rights of way, strips and gores of land, streets, ways, alleys, sidewalks, vaults, passages, sewer rights, waters, water courses, water drainage and reservoir rights and powers (whether or not appurtenant), all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, easements, franchises, appendages and appurtenances whatsoever, in any way belonging, relating or appertaining to the Land or the Improvements, whether now owned or hereafter acquired by Debtor, including without limitation all existing and future mineral, oil and gas rights which are appurtenant to or which have been used in connection with the Land, all existing and future water stock relating to the Land or the Improvements, all existing and future share of stock respecting water and water rights pertaining to the Land or the Improvements or other evidence of ownership thereof, and the reversions and remainders thereof (the "Appurtenant Rights").

TOGETHER WITH all machinery, apparatus, equipment, fittings and fixtures of every kind and nature whatsoever, and all furniture, furnishings and other personal property now or hereafter owned by Debtor and forming a part of, or used or obtained for use in connection with, the Land or the Improvements or any present or future operation, occupancy, maintenance or leasing thereof, including, but without limitation, any and all heating, ventilating and air conditioning equipment and systems, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, communication systems, coolers, curtains, dehumidifiers, dishwashers, disposals, doors, drapes, drapery rods, dryers, ducts, dynamos,

elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing and electric equipment, pool equipment, pumps, radiators, ranges, recreational facilities and equipment, refrigerators, screens, sprinklers, stokers, stoves, shades, shelving, sinks, security systems, toilets, ventilators, wall coverings, washers, windows, window covering, wiring and all extensions, renewals or replacements thereof or substitutions therefor or additions thereto, whether or not the same are or shall be attached to the Land or the Improvements in any manner (collectively, the "Fixtures"), it being agreed that all of said property owned by Debtor and placed on the Land or on or in the Improvements (whether affixed or annexed thereto or not) shall, so far as permitted by law, conclusively be deemed to be real property and conveyed hereby for purposes of this Mortgage.

TOGETHER WITH the following (the "Personal Property"):

All personal property of every nature whatsoever now or hereafter owned by Debtor or used in connection with the Land or the improvements thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements thereof and all of the right, title and interest of Debtor in and to any such personal property together with the benefit of any deposits or payments now or hereafter made on such personal property by Debtor or on its behalf, including without limitation, any and all Goods, Investment Property, Instruments, Chattel Paper, Documents, Letter of Credit Rights, Accounts, Deposit Accounts, Commercial Tort Claims and General Intangibles, each as defined in the Uniform Commercial Code of the State of Illinois (the "Code") located on the Land or in the Improvements which are now or in the future owned by Debtor and used or obtained for use in connection with the Land or the improvements or any present or future operation, occupancy, maintenance or leasing thereof, or any construction on or at the Land or the Improvements;

All proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Land or improvements thereon or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Land or improvements thereon or proceeds of any sale, option or contract to sell the Land or improvements thereon or any portion thereof;

Any and all additions and accessories to all of the foregoing and any and all proceeds (including proceeds of insurance, eminent domain or other governmental takings and tort claims), renewals, replacements and substitutions of all of the foregoing;

All of the books and records pertaining to the foregoing;

TOGETHER WITH all right, title and interest which Debtor hereafter may acquire in and to all leases and other agreements now or hereafter entered into for the occupancy or use of the Land, the Appurtenant Rights, the Improvements, the Fixtures and the Personal Property or any portion thereof, whether written or oral (herein collectively referred to as the "Leases"), and all rents, issues, incomes and profits in any manner arising thereunder (herein collectively referred to as the "Rents"), and all right, title and interest which Debtor now has or hereafter may acquire

in and to any bank accounts, security deposits, and any and all other amounts held as security under the Leases, reserving to Debtor any statutory rights.

TOGETHER WITH any and all Awards and Insurance Proceeds or proceeds of any sale, option or contract to sell the Mortgaged Property or any portion thereof (provided that no right, consent or authority to sell the Mortgaged Property or any portion thereof shall be inferred or deemed to exist by reason hereof); and Debtor hereby authorizes, directs and empowers Secured Party, at its option, on Debtor's behalf, or on behalf of the successors or assigns of Debtor, to adjust, compromise, claim, collect and receive such proceeds; to give acquittances therefor, and, after deducting expenses of collection, including reasonable attorneys' fees, costs and disbursements, to apply the Net Proceeds, as hereinafter defined, to the extent not utilized for the Restoration of the Mortgaged Property as provided in the Loan Agreement hereof, to payment of the Debt, notwithstanding the fact that the same may not then be due and payable or that the Debt is otherwise adequately secured; and Debtor agrees to execute and deliver from time to time such further instruments as may be requested by Secured Party to confirm such assignment to Secured Party of any such proceeds.

TOGETHER WITH all estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, which Debtor now has or hereafter may acquire of, in and to the Mortgaged Property, or any part thereof, and any and all other property of every kind and nature from time to time hereafter (by delivery or by writing of any kind) conveyed, pledged, assigned or transferred as and for additional security hereunder by Debtor or by anyone on behalf of Debtor to Secured Party.

Terms not defined herein shall have the meanings ascribed to such terms in the Loan Agreement dated as of July 21, 2021 (said Loan Agreement and any and all extensions and renewals thereof, amendments thereto and substitutions or replacements therefor is referred to herein as the "Loan Agreement"), between Secured Party and Debtor.

**EXHIBIT B  
TO  
UCC-1 FINANCING STATEMENT**

**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Benton, STATE OF WA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOTS 3 AND 6, BLOCK 732, PLAT OF RICHLAND, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUMES 6 AND 7 OF PLATS, RECORDS OF BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 7 OF SAID PLAT OF RICHLAND, ALSO BEING THE POINT OF INTERSECTION OF THE WEST MARGIN OF GEORGE WASHINGTON WAY AND THE SOUTH MARGIN OF VAN GIESEN STREET, THENCE SOUTH 01°05'48" EAST 225.00 FEET ALONG SAID WEST MARGIN TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°05'48" EAST 535.00 FEET ALONG SAID WEST MARGIN TO THE POINT OF INTERSECTION OF SAID WEST MARGIN WITH THE NORTH MARGIN OF TORBETT STREET; THENCE SOUTH 88°54'12" WEST 217.00 FEET ALONG SAID NORTH MARGIN; THENCE NORTH 01°05'48" WEST 115 FEET; THENCE SOUTH 88°54'12" WEST 254.50 FEET; THENCE NORTH 01°05'48" WEST 527.45 FEET; THENCE NORTH 89°12'04" EAST 212.50 FEET; THENCE SOUTH 01°05'48" EAST 105.00 FEET; THENCE NORTH 89°12'04" EAST 259.00 FEET TO THE TRUE POINT OF BEGINNING.

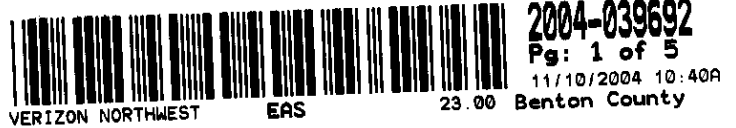
TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS ACCESS OVER A PORTION OF PARCELS A AND B, AND PARKING ACCESS OVER A PORTION OF PARCEL A, AS DESCRIBED IN A DECLARATION OF RECIPROCAL EASEMENTS AGREEMENT, RECORDED APRIL 29, 1999, AND RECORDED AS AUDITOR'S FILE NO. 1999-014216.

Tax Parcel ID No. 102983020732045



RETURN ADDRESS

VERIZON NORTHWEST INC.  
Attn: Spec. - Easement/Right of Way  
P.O. Box 1003 (WA0103NP)  
Everett, Washington 98206



EXCISE TAX NOT REQUIRED  
BENTON COUNTY EXCISE TAX DIVISION  
BY *Dezman* DEPUTY  
*Easement*

**UTILITY EASEMENT - TRI CHERRY LANE**  
1515 GEORGE WASHINGTON WAY, RICHLAND WA  
(Rev. 8/00)

THIS AGREEMENT, made and entered into, and effective as of the 1<sup>ST</sup> day of NOVEMBER, 2004, by and between Joo B. Kim and Yun S. Kim, husband & wife, hereinafter referred to as Grantor; and VERIZON NORTHWEST INC., a Washington Corporation, whose business address is 1800 41st, Everett, Washington 98201, hereinafter referred to as "Grantee", WITNESSETH:

WHEREAS, GRANTOR is the owner of certain lands and premises situated in the County of BENTON, State of WASHINGTON, described as follows, to-wit:

That portion of Lots 3 and 6, Block 732, PLAT OF RICHLAND, according to the Plat thereof recorded in Volume 6 and 7 of Plats, records of Benton County, Washington, described as follows:

Commencing at the Northeast corner of Lot 7 of said PLAT OF RICHLAND, also being the intersection of the West margin of George Washington Way and the South margin of Van Giesen Street; thence South 01°05'48" East 225.00 feet along said West margin to the true point of beginning.

Thence continuing South 01°05'48" East along said West margin to the point of intersection of said West margin of Torbett Street;

Thence South 88°54'12" West 217.00 feet along said North margin;

Thence North 01°54'12" West 115.00 feet;

Thence South 88°54'12" West 254.50 feet;

Thence North 01°05'48" West 527.45 feet;

Thence North 89°12'04" East 212.50 feet;

Thence South 01°05'48" East 105.00 feet;

Thence North 89°12'04" East 259.00 feet to the true point of beginning.

BENTON COUNTY TAX PARCEL I.D. NO. 1-0298-302-0732-045

AND WHEREAS, the Grantee is desirous of acquiring certain rights and privileges over, under, above and across the said lands and premises.

NOW, THEREFORE, Grantor, for and in consideration of the sum of \$1.00 and other valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, its agents, contractors, successors and assigns, the perpetual right, privilege, and authority to install, inspect, and maintain all of the facilities necessary to provide communication service, power service and related services across, over, under and upon the following described lands and premises situated in the County of BENTON, State of WASHINGTON, to-wit:

Said utility easement is a 10 foot wide easement MORE PARTICULARLY described as follows:

Commencing at the southeast corner of the above description;  
thence along the north margin of Torbett Street SOUTH 88°55'39" WEST 177.90 feet to  
the True Point of Beginning;  
thence from said True Point of Beginning continuing along said north margin SOUTH 88°55'39" WEST  
10.04 feet;  
thence NORTH 06°24'16" WEST 155.91 feet to the south line of a Lease Area for Verizon Wireless;  
thence NORTH 89°25'29" EAST 10.05 feet;  
thence SOUTH 06°24'16" EAST 155.83 feet to the True Point of Beginning.  
Containing 1559 square feet, more or less.

And as shown on attached EXHIBIT "A".

Situate in Benton County, Washington.

Together with the right of ingress to and egress from said lands across adjacent lands of the Grantor, for the purpose of installing, inspecting or maintaining said facilities, and the right at any time to remove said facilities from said lands.

Also the right at all times to trim or remove any brush, trees, shrubs, structures or objects that may interfere with the construction, maintenance and operation of services. Grantor and the heirs, successors, or assigns of Grantor hereby covenant and agree not to construct or permit to be constructed any structures of any kind on the easement area without approval of the Grantee.

The rights, title, privileges and authority hereby granted shall continue to be in force until such time as the Grantee, its successors or assigns, shall permanently remove said facilities from said lands, or shall otherwise permanently abandon said facilities, at which time all such rights, title, privileges and authority hereby granted shall terminate.

Grantee shall defend, indemnify and hold Grantor and its employees, agents, and contractors harmless from any and all claims, liens, costs or liabilities, including attorney's fees, for damage to property or injury of persons, and to any work done or to be done resulting from Grantee's use of the above described Easement, except for that which is attributable to the negligence or willful misconduct of Grantor, its employees, agents, or contractors.

The Grantor warrants that the Grantor has good title to the above property and warrants the Grantee title to, and quiet possession of, the easement conveyed hereto.

Any lien on said land held by the Lender is hereby subordinated to the rights herein granted to the Grantee, but in all other respects the said lien shall remain unimpaired.



2004-039692  
Pg: 3 of 5  
11/10/2004 10:40A  
Benton County

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

GRANTOR Joo Baik Kim

By: Joo B. Kim

GRANTOR Yun S. Kim

By: Yun S. Kim

(ACKNOWLEDGMENT)

State of Washington  
County of Benton

On this 1<sup>st</sup> day of Nov, 2004, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared Joe Baek Kim and Yun S. Kim

known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

Witness my hand and official seal hereto affixed the day and year first above written.

Sheryl Braithwaite  
NOTARY PUBLIC in and for  
the state of Washington  
residing at Pennewick therein.  
My commission expires 11/29/04

(LENDER - CORPORATION ACKNOWLEDGMENT) - NA

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn personally appeared \_\_\_\_\_ of \_\_\_\_\_, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that (he, she, they) are authorized to execute the said instrument.

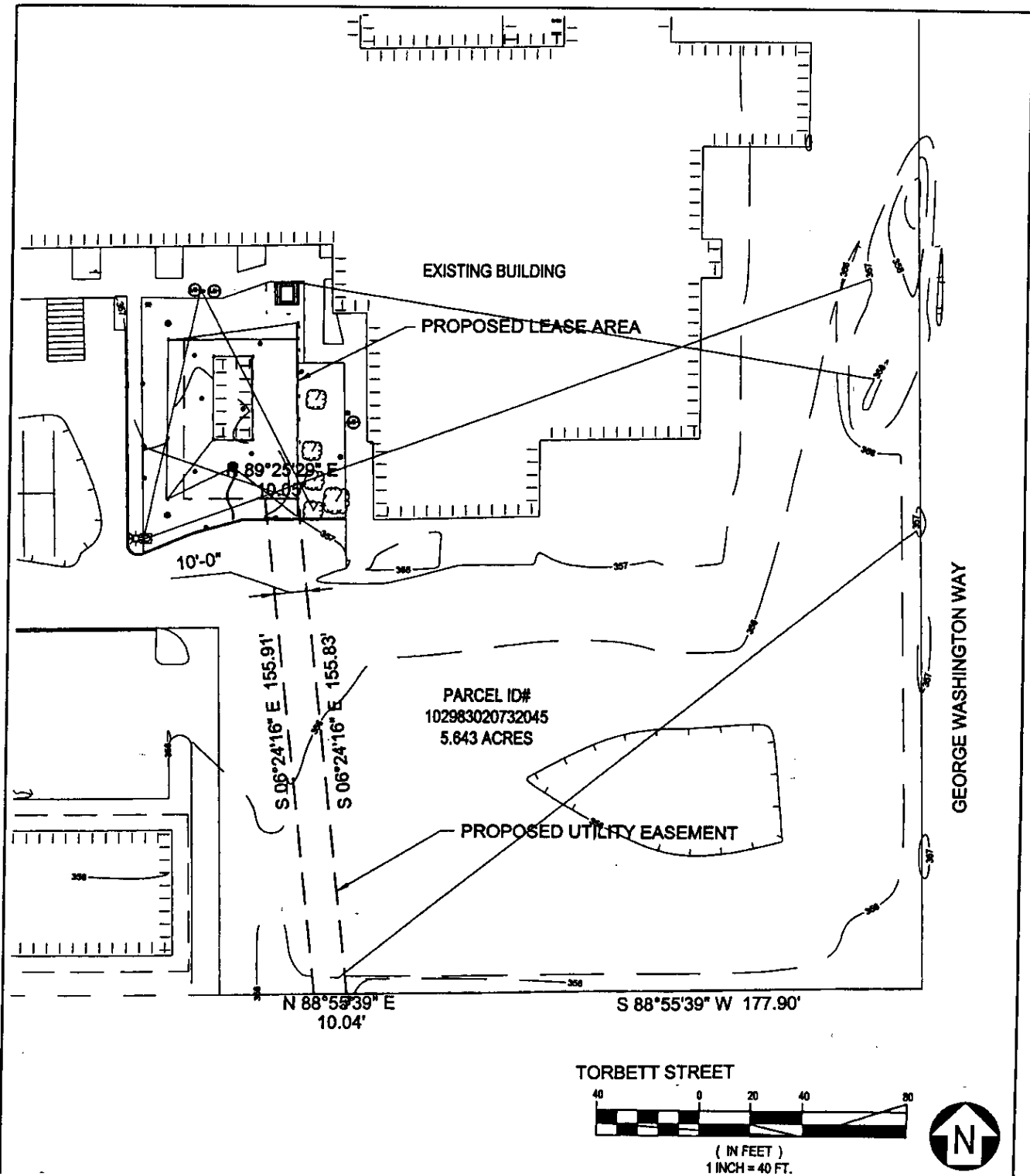
Witness my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for  
the state of \_\_\_\_\_  
residing at \_\_\_\_\_ therein.  
My commission expires \_\_\_\_\_

Verizon Project Name \_\_\_\_\_  
Exchange \_\_\_\_\_  
W.O. Number \_\_\_\_\_



# EXHIBIT "A"



*art 12*

A G R E E M E N T

CITY OF RICHLAND

Jan 9 9 23 AM '74

THIS AGREEMENT entered into this 21<sup>st</sup> day of Jan, 1974, by and between the City of Richland, a municipal corporation of the State of Washington, hereinafter referred to as the "City" and Nelco Enterprises, Inc., a corporation organized to do business in the State of Washington, hereinafter referred to as "Nelco."

W I T N E S S E T H:

WHEREAS, the City of Richland has previously acquired certain water and sewer easements through portions of Lots 3 and 6, Block 732, Plat of Richland, according to the Plat thereof recorded in Volumes 6 and 7 of Plats, records of Benton County, Washington; and

WHEREAS, Nelco is, or shall become, record owner of a portion of Lots 3 and 6, Block 732, Plat of Richland, according to the Plat thereof recorded in Volumes 6 and 7 of Plats, records of Benton County Washington; and

WHEREAS, Nelco is desirous of constructing a building on said lots, which building and appurtenances, when constructed, will constitute an obstruction and encroachment over, upon, and into the water and sewer easements previously acquired by the City of Richland; and

WHEREAS, both the City and Nelco are desirous of reaching agreement which will fully and adequately protect the rights and interests of the City, while at the same time allowing the construction of the building and appurtenances as desired by Nelco;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. Nelco is, or shall become, record owner of the following described property:

That portion of Lots 3 and 6, Block 732, Plat of Richland, according to the Plat thereof recorded in Volumes 6 and 7 of Plats, records of Benton County, Washington, described as follows:

Beginning at the southeast corner of Lot 7, Block 732; thence south  $89^{\circ}12'04''$  west 471.50 feet; thence south  $01^{\circ}05'48''$  east 595.00 feet, more or less, to a point which lies north  $88^{\circ}54'12''$  west 471.50 feet west of the east line of said Lot 3; thence south  $88^{\circ}54'12''$  east 471.50 feet; thence north  $01^{\circ}05'48''$  west 595.00 feet to the point of beginning. EXCEPT the south 115 feet of the west 254.5 feet thereof, as measured at right angles to the south line of said premises, and EXCEPT the north 225 feet of the east 180 feet, thereof, as measured at right angles to the east line of said premises,

and that the building and appurtenances to be constructed on the above described property shall constitute an obstruction and encroachment over, upon, and into the sewer and water line easements previously acquired by the City of Richland in, over, and under the above described property.

2. Nelco agrees on behalf of itself, its successors and assigns, to pay all necessary and reasonable costs that may be incurred by the City or its successor in interest, which costs are properly attributable to labor, material, planning, inconvenience, and other matters directly or indirectly associated with the obstruction and encroachment over, upon,

and into the City's water and sewer easements, in the event it should become necessary for the City to repair, remove, alter or modify all or any portion of the municipal utilities lying within the easements. The determination of necessity for repair, removal, alteration, or modification shall rest solely and exclusively with the City of Richland.

3. Nelco, on behalf of itself, its successors and assigns hereby agrees to indemnify and hold harmless the City for any claims, suits, or demands of any kind or nature arising out of or resulting from the obstruction and encroachment over, upon, and into the water and sewer easements previously acquired by the City. It is expressly understood and agreed that the purpose of this provision is to fully protect the City from any possible loss which may result to the City, in terms of time, materials, or otherwise, as a result of the obstruction and encroachment over, upon, and into the water and sewer easements previously acquired by the City.

4. In consideration of the covenants and agreements contained herein, the City of Richland consents to the construction by Nelco of a structure over, upon, and into the water and sewer easements previously acquired by the City.

5. Nothing contained herein shall be construed as granting any property rights in said easements to Nelco,



nor shall this agreement be interpreted as a forfeiture or waiver of any rights possessed by the City of Richland.

6. This agreement shall be binding on the successors, transferees, and assigns of the parties; shall become a covenant running with the land; and shall be recorded in the office of the Benton County Auditor.

7. In the event it becomes necessary for the City to seek legal aid in enforcing its rights under the provisions of this agreement, then and in that event, Nelco, its successors and assigns, agree to pay all costs of such legal service, including a reasonable attorney's fee.

SIGNED this 22 day of May, 1974.

CITY OF RICHLAND

NELCO ENTERPRISES, INC.

by Larry R. Coons  
Larry R. Coons  
City Manager

by Jack L. Nelson  
Acting President

ATTEST:

by Edith M. Burnley  
Edith M. Burnley  
City Clerk

by Mary S. [unclear]  
Secretary

FORM APPROVED:

by Neal J. Shulman  
Neal J. Shulman  
City Attorney

by Jack Nelson  
Jack Nelson  
Chairman of the Board



Return Name and Address:

Rice Law Firm  
7303 W. Canal Drive  
Kennewick, WA 99336

PLEASE PRINT OR TYPE INFORMATION:

Document Title(s)(or transactions contained therein):

- 1. Covenant Limiting Use of Real Property
- 2.
- 3.
- 4.

Grantor(s)(Last name first, first name, middle initials):

- 1. Sung Suh H.
- 2. Sung Woo R.
- 3.
- 4.

Additional names on page \_\_\_\_\_ of document.

Grantee(s)(Last name first, first name, middle initials):

- 1. ~~Public~~ Public
- 2.
- 3.
- 4.

Additional names on page \_\_\_\_\_ of document.

Legal description (abbreviated: ie. lot, block, plat or section, township, range, qtr./qtr.)

PTN LOTS 3 & 6, BLK 732, PLAT OF RICHLAND

Additional legal is on page \_\_\_\_\_ of document.

Reference Number(s) of documents assigned or released:

Additional numbers on page \_\_\_\_\_ of document.

Assessor's Property Tax Parcel/Account Number

1-0298-302-0732-045  
Property Tax Parcel ID is not yet assigned.

Additional parcel numbers on page \_\_\_\_\_ of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

Return to: Rice Law Firm  
 7303 West Canal Drive  
 Kennewick WA 98336

**COVENANT LIMITING USE**

Reference #	_____		
Grantor(s):	(1) <u>Sung H. Suh</u>	(2) <u>Sung R. Woo</u>	Add'l. on pg. _____
Grantee(s) (1)	_____	(2) _____	Add'l. on pg. _____
Legal Description (abbreviated):	<u>PTN LOTS 3 &amp; 6, BLK 732, PLAT OF RICHLAND</u>		Add'l on pg _____
Assessor's Property Tax Parcel/Account #	<u>1-0298-302-0732-045</u>		

**COVENANT LIMITING USE OF REAL PROPERTY**

1. Prohibition of Gaming and/or Casino
2. Surrender of Liquor License

**THE GRANTOR(S), Sung H. Suh and Sung R. Woo, Husband and Wife, individually and as to the marital community composed thereof**

are the owners of the following real property located at 1515 George Washington Way, Richland, Benton County, Washington 99352, the "Premises":

**That portion of Lots 3 and 6, Block 732, Plat of Richland, according to the Plat thereof recorded in Volume 6 and 7 of Plats, records of Benton County, Washington, described as follows:**

**Commencing at the Northeast corner of Lot 7 of said Plat of Richland, also being the point of intersection of the West margin of George Washington Way and the South margin of Van Giesen Street; thence South 01°05'48" East 225.00 feet along said West margin to the true point of beginning.**

**Thence continuing South 01°05'48" East 535.00 feet along said West margin to the point of intersection of said West margin with the North margin of Torbett Street;  
 Thence South 88°54'12" West 217.00 feet along said North margin;  
 Thence North 01°05'48" West 115.00 feet;  
 Thence South 88°54'12" West 254.50 feet;  
 Thence North 01°05'48" West 527.45 feet;  
 Thence North 89°12'04" East 212.50 feet;  
 Thence South 01°05'48" East 105.00 feet;  
 Thence North 89°12'04" East 259.00 feet to the true point of beginning.**

**Also known as proposed Lot 1 of Boundary Line Adjustment recorded under Auditor's File No. 199-0118481.**

The Grantor(s) intend to operate a restaurant on the premises under the name of **Oasis Bar and Grill** and have applied for Washington State Liquor License #084397-4K to serve spirits, beer and wine by the individual glass at the Premises.

Richland School District No. 400 may, pursuant to RCW Chapter 66.24, object to the issuance of a license at that location.

The Grantor(s) hereby bargains, and confirms on behalf of the Grantor(s) individually and as to the marital community composed thereof and any and all successors, heirs, transferees, lessees, grantees or applicant for a liquor license, now or in the future for any sale of liquor at or from the premises

- 1. Grantor(s) shall not apply for any permit or license to operate or allow the operation of any casino or other gaming operation or operations, of whatever kind or nature, to be conducted on or from the Premises. It is the intent of the Grantor(s) to insure hereby that the Premises shall never be used for any casino or other gaming operation; and**
- 2. Grantor(s) shall not, modify, amend, augment, expand, sell, deliver, assign, grant or in any other manner or form transfer, in whole or in part, individually, as a marital community, or as any other entity, to any third party or parties any interest in or right to the Premises, the Oasis Bar and Grill or to the Liquor License#084397-4K or any other interest or liquor license or permit hereafter issued to Grantor(s) and shall, prior to the effective date of any such change surrender any existing liquor license to the Washington State Liquor Control Board for permanent cancellation. Grantor(s) shall provide written notice of this Covenant to the Washington State Liquor Board;**
- 3. These covenants are intended to be permanent, perpetual and to run with the land,**

The Grantor(s) for themselves and Grantor(s)' successors in interest do by these presents expressly agrees, in perpetuity, to those covenants, promises and

limitations herein expressed, and does hereby covenant them against all persons and will warrant and defend its covenant to the above described real estate.

Dated September 22, 2003.

GRANTOR(S):

[Signature]  
Sung H. Suh, Individually and on behalf of his marital community

[Signature]  
Sung R. Woo, Individually and on behalf of her marital community.

Superintendent

STATE OF WASHINGTON |  
COUNTY OF BENTON | SS.

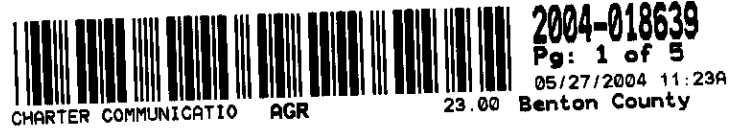
ACKNOWLEDGMENT

ON this 22 day of September, 2003 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared SUNG H. SUH and SUNG R. WOO, to me known to be the individuals that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said school district, for the uses and purposes herein mentioned, and on oath stated that they are authorized to execute the said instrument. WITNESS my hand and seal hereto affixed the day and year first written above.

**NOREEN U. SMIT**  
State of Washington  
**NOTARY PUBLIC**  
Commission Expires  
**SEPTEMBER 17, 2004**

[Signature]  
Notary Public in and for the State of Washington,  
Residing at Benton City, WA

**After Recording Return To:**  
Charter Communications  
Attn: Kristine McClure  
3250 W. Clearwater Ave. 2<sup>nd</sup> Flr.  
Kennewick, WA 99336



**RIGHT OF ENTRY AGREEMENT**

**This Right of Entry Agreement ("Agreement") is dated this 1st day of February 2004**

**Basic Information:**

**Owner:** Company Name: Royal Hotel  
Street Address: 1515 George Washington Way  
City/State/Zip: Richland, WA 99352  
Telephone Number: 509-946-4121  
Facsimile Number: 509-735-3084

**Operator:** Charter Communications  
Charter Plaza  
Street Address: 12405 Powers court Drive  
City/State/Zip: St. Louis, MO 63131-3674

**Local Office:** Falcon Video Communications LP  
d/b/a Charter Communications  
Street Address 639 N. Kellogg St.  
City/State/Zip: Kennewick WA 99336  
Telephone Number: 866-731-5420  
Facsimile Number: 509-735-3795

**Premises:** Property Name: Royal Hotel  
Street Address: 1515 George Washington Way  
City/State/Zip: Richland, WA 99352  
Telephone Number: 509-946-4121  
Number of Units: 203 (197 units, 1 lobby, 5 in bar)  
The parcel number is 102983020732045. The legal description of the Premises is attached hereto as Exhibit A for Section 02 Township 9 Range 28.

**Agreement Term:** The period starting on the Start Date and ending on the Expiration Date. The Agreement Term shall automatically be extended for additional terms of three (3) years unless either party provides written notice of termination not less than three (3) months prior to the end of the Agreement Term then in effect.

**Start Date:** February 1st, 2004.

**Expiration Date:** February 1st, 2009.

**Franchise:** The franchise agreement, permit or other authority granted to Operator to provide the Services within the service area of the Premises.

**Services:** All multi-channel video programming, interactive services and such other services as Operator offer to customers within the service area of the Premises.

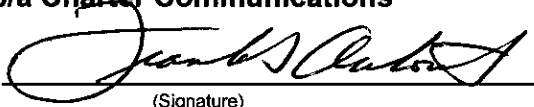
**Equipment:** All coaxial cable and/or fiber optic line, internal wiring, amplifiers, converters and all other equipment necessary to provide the Services.

For and in consideration of the mutual promises, covenants and agreements set forth below, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Owner hereby grants Operator the right to install, own, operate and maintain communications services within the Premises. Capitalized terms used in this Agreement shall have the same meaning as specified in the Basic Information. Owner and Operator agree as follows:

- 1. SERVICES.** Operator will offer the Services to the Premises according to the terms and conditions of the Franchise.
- 2. EQUIPMENT.** Operator will install, maintain, service, operate and upgrade the Equipment on the Premises. The Equipment shall always be owned by the Operator and shall not be a fixture of the Premises. Owner will not permit any third party to use the Equipment for any purpose inconsistent with the terms of this Agreement, and will use its best efforts to comply with all applicable theft of service laws.
- 3. ACCESS.** Owner grants to Operator an easement to enter to the Premises as necessary to market and provide the services and to route, install, maintain, service, operate and remove the Equipment. Owner will not hinder or interfere with Operator's right to enter onto the Premises.

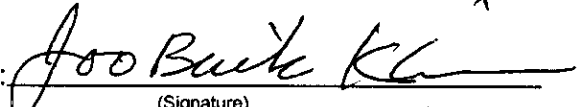
- 4. **DAMAGE.** Operator will repair any damage to the Premises caused by us or Operator's employees or agents. Owner will pay for the cost of repairing any damage to the Equipment caused by Owner or Owner's employees or agents.
- 5. **ASSIGNMENT.** Any sale, transfer or encumbrance of the Premises by Owner shall be subject to this Agreement. This Agreement will run with Premises and will be binding on subsequent owners of the Premises.
- 6. **ENTIRE AGREEMENT.** This Agreement supersedes any previous agreements between the parties with respect to the Premises and may not be amended except by a written agreement signed by the parties.

**OPERATOR:**  
Falcon Video Communications, LP  
D/b/a Charter Communications

By:   
(Signature)

Printed Name: Frank Antonovich  
Title: Group Vice-President

**OWNER:**

By:   
(Signature)

Printed Name: Joo Baik Kim  
Title: owner



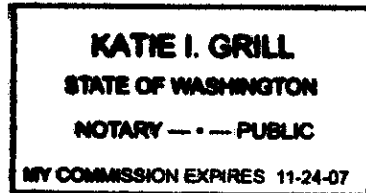
STATE OF WA )  
 )  
COUNTY OF Clark ) §§.

On this day personally appeared Frank Antonovich, to me known, to be the rplm of [CHARTER COMMUNICATIONS], who executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

GIVEN under my hand and official seal this 20 day of February, 2004.

Katie Grill  
Notary Public

My commission expires:  
11-24-07



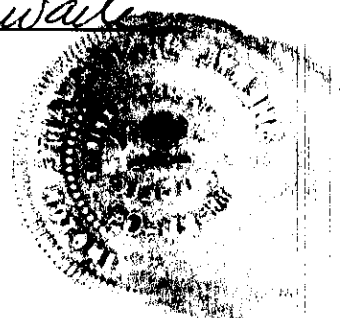
STATE OF Washington )  
 )  
COUNTY OF Benton ) §§.

On this day personally appeared Joo Baik Kim, to me known, to be the owner of Royal Hotel, who executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

GIVEN under my hand and official seal this 5th day of February, 2004.

Sheryl Braithwaite  
Notary Public

My commission expires:  
**SHERYL BRAITHWAITE**  
MY APPOINTMENT EXPIRES 04-20-04



**EXHIBIT A**

**Parcel No. 102983020732045**

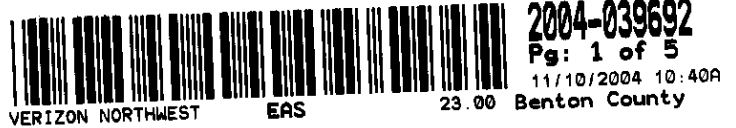
**Legal:**

**Property Information**

Section 02 Township 9 Range 28. That portion of Lots 3 and 6, Block 732, Plat of Richland, according to the Plat thereof recorded in Volume 6 and 7 of Plats records of Benton County, Washington,

RETURN ADDRESS

VERIZON NORTHWEST INC.  
Attn: Spec. - Easement/Right of Way  
P.O. Box 1003 (WA0103NP)  
Everett, Washington 98206



EXCISE TAX NOT REQUIRED  
BENTON COUNTY EXCISE TAX DIVISION  
BY *Dezman* DEPUTY  
*Easement*

**UTILITY EASEMENT - TRI CHERRY LANE**  
1515 GEORGE WASHINGTON WAY, RICHLAND WA  
(Rev. 8/00)

THIS AGREEMENT, made and entered into, and effective as of the 1<sup>ST</sup> day of NOVEMBER, 2004, by and between Joo B. Kim and Yun S. Kim, husband & wife, hereinafter referred to as Grantor; and VERIZON NORTHWEST INC., a Washington Corporation, whose business address is 1800 41st, Everett, Washington 98201, hereinafter referred to as "Grantee", WITNESSETH:

WHEREAS, GRANTOR is the owner of certain lands and premises situated in the County of BENTON, State of WASHINGTON, described as follows, to-wit:

That portion of Lots 3 and 6, Block 732, PLAT OF RICHLAND, according to the Plat thereof recorded in Volume 6 and 7 of Plats, records of Benton County, Washington, described as follows:

Commencing at the Northeast corner of Lot 7 of said PLAT OF RICHLAND, also being the intersection of the West margin of George Washington Way and the South margin of Van Giesen Street; thence South 01°05'48" East 225.00 feet along said West margin to the true point of beginning.

Thence continuing South 01°05'48" East along said West margin to the point of intersection of said West margin of Torbett Street;

Thence South 88°54'12" West 217.00 feet along said North margin;

Thence North 01°54'12" West 115.00 feet;

Thence South 88°54'12" West 254.50 feet;

Thence North 01°05'48" West 527.45 feet;

Thence North 89°12'04" East 212.50 feet;

Thence South 01°05'48" East 105.00 feet;

Thence North 89°12'04" East 259.00 feet to the true point of beginning.

BENTON COUNTY TAX PARCEL I.D. NO. 1-0298-302-0732-045

AND WHEREAS, the Grantee is desirous of acquiring certain rights and privileges over, under, above and across the said lands and premises.

NOW, THEREFORE, Grantor, for and in consideration of the sum of \$1.00 and other valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, its agents, contractors, successors and assigns, the perpetual right, privilege, and authority to install, inspect, and maintain all of the facilities necessary to provide communication service, power service and related services across, over, under and upon the following described lands and premises situated in the County of BENTON, State of WASHINGTON, to-wit:

Said utility easement is a 10 foot wide easement MORE PARTICULARLY described as follows:

Commencing at the southeast corner of the above description;  
thence along the north margin of Torbett Street SOUTH 88°55'39" WEST 177.90 feet to  
the True Point of Beginning;  
thence from said True Point of Beginning continuing along said north margin SOUTH 88°55'39" WEST  
10.04 feet;  
thence NORTH 06°24'16" WEST 155.91 feet to the south line of a Lease Area for Verizon Wireless;  
thence NORTH 89°25'29" EAST 10.05 feet;  
thence SOUTH 06°24'16" EAST 155.83 feet to the True Point of Beginning.  
Containing 1559 square feet, more or less.

And as shown on attached EXHIBIT "A".

Situate in Benton County, Washington.

Together with the right of ingress to and egress from said lands across adjacent lands of the Grantor, for the purpose of installing, inspecting or maintaining said facilities, and the right at any time to remove said facilities from said lands.

Also the right at all times to trim or remove any brush, trees, shrubs, structures or objects that may interfere with the construction, maintenance and operation of services. Grantor and the heirs, successors, or assigns of Grantor hereby covenant and agree not to construct or permit to be constructed any structures of any kind on the easement area without approval of the Grantee.

The rights, title, privileges and authority hereby granted shall continue to be in force until such time as the Grantee, its successors or assigns, shall permanently remove said facilities from said lands, or shall otherwise permanently abandon said facilities, at which time all such rights, title, privileges and authority hereby granted shall terminate.

Grantee shall defend, indemnify and hold Grantor and its employees, agents, and contractors harmless from any and all claims, liens, costs or liabilities, including attorney's fees, for damage to property or injury of persons, and to any work done or to be done resulting from Grantee's use of the above described Easement, except for that which is attributable to the negligence or willful misconduct of Grantor, its employees, agents, or contractors.

The Grantor warrants that the Grantor has good title to the above property and warrants the Grantee title to, and quiet possession of, the easement conveyed hereto.

Any lien on said land held by the Lender is hereby subordinated to the rights herein granted to the Grantee, but in all other respects the said lien shall remain unimpaired.



2004-039692  
Pg: 3 of 5  
11/10/2004 10:40A  
Benton County

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

GRANTOR Joo Baik Kim

By: Joo B. Kim

GRANTOR Yun S. Kim

By: Yun S. Kim

(ACKNOWLEDGMENT)

State of Washington  
County of Benton

On this 1<sup>st</sup> day of Nov, 2004, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared Joe Baek Kim and Yun S. Kim

known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

Witness my hand and official seal hereto affixed the day and year first above written.

Sheryl Braithwaite  
NOTARY PUBLIC in and for  
the state of Washington  
residing at Pennewick therein.  
My commission expires 11/29/04

(LENDER - CORPORATION ACKNOWLEDGMENT) - NA

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn personally appeared \_\_\_\_\_ of \_\_\_\_\_, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that (he, she, they) are authorized to execute the said instrument.

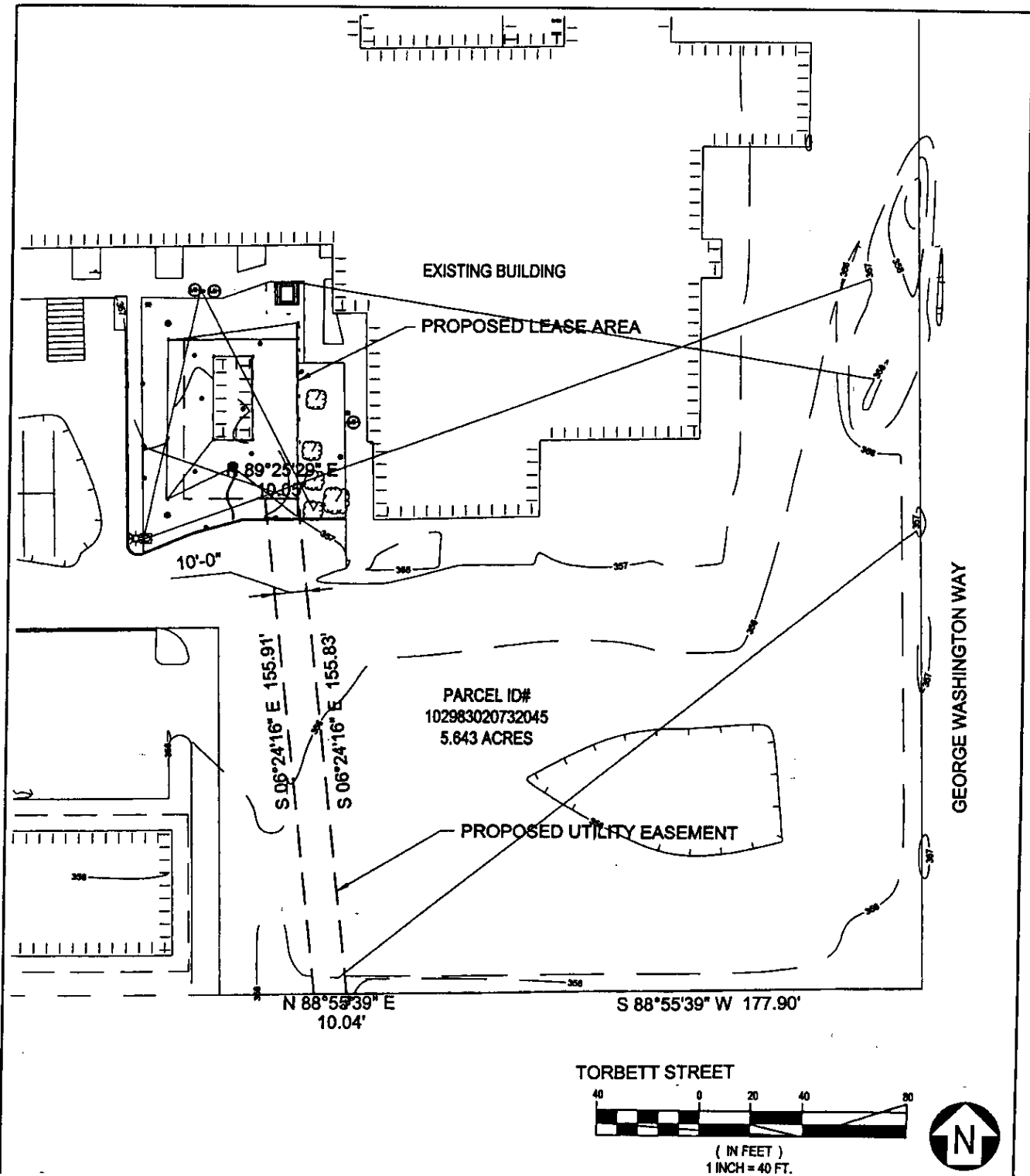
Witness my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for  
the state of \_\_\_\_\_  
residing at \_\_\_\_\_ therein.  
My commission expires \_\_\_\_\_

Verizon Project Name \_\_\_\_\_  
Exchange \_\_\_\_\_  
W.O. Number \_\_\_\_\_



# EXHIBIT "A"





**RETURN ADDRESS:**

When Recorded Return to:  
Attn: Jamie Trevino  
Stewart Title Guaranty Company - NTS  
1980 Post Oak Blvd., Suite 610  
Houston, TX 77056  
Record 1st

EXCISE TAX NOT REQUIRED  
BENTON COUNTY EXCISE TAX DIVISION  
BY Alexis Cle DEPUTY  
Easement 1/23/13

**STEWART TITLE OF THE TRI-CITIES**

01366-3666

Document Title: Grant of Easement  
Reference Number(s) of Related Documents: February 25, 2005 at #2005-005919  
Grantor(s) (Last Name, First & Middle Initial): Myung Lim Park and Do Sun Park, husband and wife  
Grantee(s) (Last Name, First & Middle Initial): Global Signal Acquisitions IV LLC, a Delaware limited liability company  
Legal Description (Abbreviated form is acceptable) i.e. Section/Township/Range: Ptn. Lots 3 and 6. Block 732, Plat of Richland, Vols. 6 and 7.  
Assessor's Tax Parcel ID Number: 102983020732045  
Site ID: Tri Cherry Lane (BUN 810825)

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Sign below only if your document is Non-Standard.

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is \$150.

\_\_\_\_\_  
Signature of Requesting Party



EXCISE TAX NOT REQUIRED  
BENTON COUNTY EXCISE TAX DIVISION  
BY Alexis DEPUTY  
Easement # 112313

### GRANT OF EASEMENT

THIS GRANT OF EASEMENT (the "Easement") is made <sup>As of</sup> this 28<sup>th</sup> day of Dec, 2012, by and between MYUNG LIM PARK AND DO SUN PARK, husband and wife ("Grantor") and GLOBAL SIGNAL ACQUISITIONS IV LLC, a Delaware limited liability company ("Grantee").

1. **Description of Grantor's Property.** Grantor is the owner of that certain land and premises in Richland, County of Benton, State of Washington, by Statutory Warranty Deed recorded on September 26, 2006, at Instrument No. 2006-031921, in the Public Records of Benton County, Washington, the description of said property is attached hereto as Exhibit "A" (hereinafter "Grantor's Property").

2. **Description of Easement.** For good and valuable consideration, the actual consideration paid or to be paid in connection with this Easement being One Hundred Five Thousand and 00/100 Dollars (\$105,000.00), the receipt and sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto Grantee, its successors and assigns, an exclusive easement for the use of a portion of Grantor's Property, that portion being shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C" attached hereto (the "Easement Area"). The Easement Area shall also include (a) a non-exclusive right-of-way for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along any roadway, driveway, parking area, or open area upon the Grantor's Property extending from the Easement Area to any adjacent public right-of-way; (b) a utility easement with the right to install, replace and maintain above and below ground utility wires, poles, cables, fiber, conduit and pipes as more fully shown on Exhibit "B" and described on Exhibit "C"; (c) any portion of Grantor's Property on which communications facilities exist on the date of this Easement (even if not described in the Lease Agreement as that term is defined in Section 3 of this Easement). In the event Grantee or any public utility is unable or unwilling to use the easement described in subsection (b) above, Grantor hereby agrees to grant an additional right-of-way, in form satisfactory to Grantee, to Grantee or at Grantee's request, directly to a public utility, at no cost and in a location acceptable to Grantee.

3. **Assignment of Lease Agreement.** The parties hereby acknowledge that certain Land Lease Agreement dated February 8, 2005 by and between Cellco Partnership d/b/a Verizon Wireless, as lessee ("Lessee"), and Joo B. Kim and Yun S. Kim, as lessor, a memorandum of which was recorded on February 25, 2005 at Instrument No. 2005-005919 in the records of Benton County, Washington (the "Lease Agreement"). Simultaneously with the execution of this Easement, Grantor has assigned all right, title and interest in the Lease Agreement to Grantee.

4. **Permitted Uses.** The Easement Area shall be used for constructing, maintaining and operating communications facilities and energy generation facilities for energy to be used on and off the Easement Area, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental

thereto including those necessary for Grantee's compliance with its obligations under the Lease Agreement (the "Permitted Use"). No facilities or structures installed or constructed on the Easement Area by Grantee shall constitute a fixture, but shall remain the personal property of Grantee. Grantor acknowledges that Grantor has no right to object to or approve any improvements to be constructed on the Easement Area. If requested by Grantee, Grantor will execute, at Grantee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Easement Area, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Grantee in Grantee's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by Grantee. In furtherance of the foregoing, Grantor hereby appoints Grantee as Grantor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Grantor's behalf. Grantor shall be entitled to no further consideration with respect to any of the foregoing matters. Grantor shall take no action that would adversely affect the status of the Easement Area with respect to the Permitted Use.

**5. Percentage of Rent.** In addition to the Purchase Price, in the event that Grantee leases, subleases, licenses or grants a similar right of use or occupancy in the Easement Area to a broadband tenant not already a subtenant on the Easement Area (each a "Future Broadband Subtenant"), the Grantee shall pay to Grantor fifty percent (50%) of the rental, license or similar payments actually received by Grantee from such Future Broadband Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, revenue share reimbursement or other expenses incurred by Grantee) (the "Future Sublease Fee") within thirty (30) days after receipt of said payments by Grantee. Grantee shall have no obligation for payment to Grantor of the Future Sublease Fee if such rental, license or similar payments are not actually received by Grantee. Non-payment of such rental, license or other similar payment by a Future Broadband Subtenant shall not be an event of default under the Easement. Grantee shall have sole discretion as to whether, and on what terms, to lease, sublease, license or otherwise allow occupancy of the Easement Area and there shall be no express or implied obligation for Grantee to do so. Grantor acknowledges that Grantor shall have no recourse against Grantee as a result of the failure of payment or other obligation by a Future Broadband Subtenant. As used herein, "Future Broadband Subtenant" shall mean an unaffiliated third party that is a Commercial Mobile Radio Service ("CMRS") provider (as defined in 47 C.F.R. §20.3) engaged primarily in the business of providing wireless telephony services to its customers. Given the nature of Grantee's rights under this Easement, Grantor hereby agrees to refer to Grantee any party that may express interest in using the Grantor's Property for the installation, operation, and maintenance of wireless communications facilities. In addition, Grantor agrees that it will not enter into any written or oral agreement with any third party for said third party to use the Grantor's Property for the installation, operation, and maintenance of wireless communications facilities.

**6. Easement Term.** The term of the Easement granted herein (the "Term") shall be for a period of forty (40) years commencing on the date hereof and terminating on the fortieth

(40<sup>th</sup>) anniversary hereof, unless Grantee earlier terminates this Easement as provided in Section 7 hereof.

7. **Grantee's Right to Terminate.** Grantee shall have the unilateral right, but not the obligation, to terminate this Easement for any reason. Upon termination of this Easement, (i) if the Lease Agreement is then in effect, the rights and obligations as lessor under the Lease Agreement shall revert to Grantor and (ii) the parties shall have no further obligations to each other; provided, however, that if Grantee installed any buildings, structures or equipment upon the Easement Area, Grantee shall, within a reasonable time, remove all of its building(s), tower and above ground property and restore the surface of the Easement Area to its original condition prior to any such installment, reasonable wear and tear excepted. Any buildings, structures or equipment installed or constructed upon the Easement Area by Lessee, or those holding by, through and under Lessee, shall be subject to the terms and conditions of the Lease Agreement. Said termination shall be effective upon Grantee providing written notice of termination to Grantor.

8. **Hazardous Materials.**

a) For purposes of this Easement, the term "Hazardous Materials" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Materials.

b) Grantee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, Grantee shall indemnify and hold Grantor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) arising from the presence or release of any Hazardous Materials on the Easement Area if caused by Grantee or persons acting under Grantee.

c) Grantor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not

sanctioned by law. In all events, Grantor shall indemnify and hold Grantee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) arising from the presence or release of any Hazardous Materials on Grantor's Property unless caused by Grantee or persons acting under Grantee. Grantor shall execute such affidavits, representations and the like from time to time as Grantee may reasonably request concerning Grantor's best knowledge and belief as to the presence of Hazardous Materials on Grantor's Property.

d) To Grantor's knowledge, neither the Easement Area nor Grantor's Property is in violation of or subject to any existing, pending, or threatened investigation or inquiry by any governmental authority or subject to any remedial obligations under any applicable laws pertaining to Hazardous Materials.

9. **Insurance.** At all times, Grantee, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Grantee's business upon the Easement Area.

10. **Maintenance.** Grantor shall maintain the Grantor's Property in a good and safe condition except to the extent maintenance is the obligation of the Lessee under the Lease Agreement.

11. **Removal of Obstructions.** Grantee has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Grantee's or Lessee's use of the Easement Area. Grantee shall be responsible for disposing of any materials related to the removal of obstructions.

12. **Taxes.** Grantor acknowledges and agrees that a portion of the Purchase Price is for and in consideration of the continuing obligation of Grantor to pay, on or before the due date all present and future real property taxes, transfer taxes, penalties, interest, roll-back or additional taxes, sales and use taxes and all other fees and assessments, regardless of the taxing method that are attributable to Grantor's Property. Grantee agrees to reimburse Grantor the real property taxes attributable to the Easement Area, provided they are not already paid pursuant to the Lease Agreement. Grantor shall provide a copy of all tax bills and proof of payment of said tax bills to Grantee. In the event that Grantor fails to pay all taxes on Grantor's Property prior to such taxes becoming delinquent, Grantee may, at its option, pay such taxes (the "Delinquent Taxes") and Grantee shall have the right to collect the Delinquent Taxes from Grantor together with interest on the Delinquent Taxes at the greater of the (i) the rate provided by statute where the Easement is located or (ii) 12% per annum (calculated from the date Grantee pays the Delinquent Taxes until Grantor repays such sums due to Grantee) and shall have a lien against Grantor's Property with respect thereto. Failure of Grantor to comply, in whole or in part with this Section shall constitute a default by Grantor of the terms hereof and entitle Grantee to the remedies provided in Section 14 of this Easement.

13. **Waiver of Subrogation.** The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Easement Area or any other portion of Grantor's Property, including improvements and personal property located thereon, resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage regardless of whether or not, or in what amount, such insurance is now or hereafter carried by the parties.

14. **Default.** The following shall constitute events of default by Grantor: (a) Grantor's failure to comply with any portion of this Easement; (b) failure by Grantor to pay taxes as required in Section 12 of this Easement; (c) failure to timely pay any mortgages, loans, liens or judgments on the Grantor's Property; (d) a default of the Lease Agreement, the cure of which is solely or partially within the control of Grantor; and/or (e) any agreement, act or omission of Grantor resulting in, or likely to result in, the termination or expiration of the Lease Agreement or any other lease over the Easement Area or any portion thereof (each a "Default"). Grantee shall give Grantor written notice of a Default. After receipt of such written notice, Grantor shall have ten (10) days in which to cure any monetary Default and fifteen (15) days in which to cure any non-monetary Default. Grantor shall have a reasonable extended period as may be required beyond the fifteen (15) day cure period to cure any non-monetary Default if the nature of the cure is such that it requires additional time to cure, and Grantor commences the cure within the fifteen (15) day period and thereafter continuously and diligently pursues the cure to completion. In the event that Grantor is in default beyond the applicable period set forth above, Grantee may, at its option (i) terminate this Easement and be relieved from all further obligations under this Easement; (ii) perform the obligation(s) of Grantor in which case any expenditures made by Grantee in so doing shall be deemed paid for the account of Grantor and Grantor agrees to reimburse Grantee for said expenditures upon demand; (iii) take any actions that are consistent with Grantee's rights; (iv) sue for injunctive relief, specific performance, and damages; or (v) set-off such amounts expended against any amounts due to Grantor. In the event that any sums expended by Grantee pursuant to this Easement are not reimbursed by Grantor within thirty (30) days of demand as provided hereunder, Grantee shall have the right to collect such amounts from Grantor together with interest on such amounts at the greater of the (i) the rate provided by statute where the Easement is located or (ii) 12% per annum (calculated from date such amounts are expended until Grantor pays such sums due to Grantee) and shall have a lien against Grantor's Property with respect thereto. Grantor grants Grantee a lien against Grantor's Property to secure its obligations to repay Grantee for any sums expended by Grantee pursuant to this Section.

15. **Limitation on Damages.** In no event shall Grantee be liable to Grantor for consequential, indirect, speculative or punitive damages in connection with or arising from this Easement, the Permitted Use or the Easement Area.

16. **Recording.** Grantor acknowledges that Grantee intends to record this Easement, or a memorandum of this Easement, with the appropriate recording officer upon execution of this Easement. Grantor acknowledges that Grantee may record a subsequent memorandum of this Easement within two years of the date of this Easement if, in Grantee's sole discretion, Grantee

desires to record a more accurate description of the Easement Area. Grantor agrees to fully cooperate in any subsequent recordings without additional consideration.

17. **Hold Harmless.** Grantor hereby indemnifies, holds harmless, and agrees to defend Grantee against all damages asserted against or incurred by Grantee by reason of, or resulting from: (a) the breach by Grantor of, any representation, warranty, or covenant of Grantor contained herein or (b) any negligent act or omission of Grantor, excepting however such damages as may be due to or caused by the acts of Grantee or its agents. Grantee hereby indemnifies, holds harmless, and agrees to defend Grantor against all damages asserted against or incurred by Grantor by reason of, or resulting from: (a) the breach by Grantee of any representation, warranty, or covenant of Grantee contained herein or (b) any negligent act or omission of Grantee, excepting however such damages as may be due to or caused by the acts of Grantor or its agents.

18. **Grantor's Covenant of Title.** Grantor covenants: (a) Grantor is seized of fee simple title to the Grantor's Property of which the Easement Area is a part and has the right and authority to grant this Easement; (b) that this Easement is and shall be free and clear of all liens, claims, encumbrances and rights of third parties of any kind whatsoever; (c) subject to the terms and conditions of this Easement, Grantee shall have quiet possession, use and enjoyment of the Easement Area; (d) there are no aspects of title that might interfere with or be adverse to Grantee's interests in and intended use of the Easement Area; and (e) that Grantor shall execute such further assurances thereof as may be required.

19. **Non-Interference.** From and after the date hereof and continuing until this Easement is terminated (if ever), Grantor shall not permit (a) the construction, installation or operation of any communications facilities that emit radio frequencies on Grantor's Property other than communications facilities constructed, installed and/or operated on the Easement Area pursuant to this Easement or the Lease Agreement or (b) any condition on Grantor's Property which interferes with the Permitted Use. Each of the covenants made by Grantor in this Section is a covenant running with the land for the benefit of the Easement Area and shall be binding upon Grantor and each successive owner of any portion of Grantor's Property and upon each person having any interest therein derived through any owner thereof.

20. **Eminent Domain.** If the whole or any part of the Easement Area shall be taken by right of eminent domain or any similar authority of law, the entire award for the value of the Easement Area and improvements so taken shall belong to Grantee.

21. **Grantor's Property.** Grantor shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Easement Area or cause any communications or energy facilities on the Easement Area to be in nonconformance with applicable local, state, or federal laws. Grantor covenants and agrees that it shall not subdivide the Grantor's Property if any such subdivision will adversely affect the Easement Area's compliance (including any improvements located thereon) with applicable laws, rules, ordinances and/or zoning, or otherwise adversely affects Grantee's ability to utilize Grantor's

Property for the Permitted Use. Grantor may initiate or consent to changes in the zoning of Grantor's Property so long as said zoning changes do not prevent or limit Grantee from using the Easement Area for the Permitted Use.

22. **Entire Agreement.** Grantor and Grantee agree that this Easement contains all of the agreements, promises and understandings between Grantor and Grantee. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or Grantee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Easement shall be void and ineffective unless made in writing and signed by the parties hereto.

23. **Construction of Document.** Grantor and Grantee acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party.

24. **Applicable Law.** This Easement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Easement is located. The parties agree that the venue for any litigation regarding this Easement shall be the county in which the Easement Area is located.

25. **Notices.** All notices hereunder shall be in writing and shall be given by (a) established express delivery service which maintains delivery records, (b) hand delivery, or (c) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

If to Grantor: Myung Lim Park and Do Sun Park  
1515 George Washington Way  
Richland, WA 99354

If to Grantee: Global Signal Acquisitions IV LLC  
c/o Crown Castle USA Inc.  
E. Blake Hawk, General Counsel  
Attn: Real Estate Department  
2000 Corporate Drive  
Canonsburg, PA 15317

26. **Assignment.** The parties hereto expressly intend that the easements granted herein shall be easements in gross, and as such, are transferable, assignable, inheritable, divisible and apportionable. Grantee has the right, within its sole discretion, to sell, assign, lease, convey, license or encumber any of its interest in the Easement Area without consent. In addition, Grantee has the right, within its sole discretion, to grant sub-easements over any portion of the

Easement Area without consent. In connection with the foregoing, Grantor irrevocably constitutes and appoints Grantee as its true and lawful attorney-in-fact, with full power of substitution and resubstitution to negotiate and consummate subleases, licenses, sublicense or any other agreements for the use or occupancy of the Easement Area. Grantor ratifies and acknowledges the right of Grantee to enter into such agreements and Grantor will be bound by such agreements throughout and after any termination of this Easement and acknowledges that all such agreements entered into by Grantee shall survive any termination of this Easement. Any such sale, assignment, lease, license, conveyance, sub-easement or encumbrance shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. An assignment of this Easement shall be effective upon Grantee sending written notice thereof to Grantor at Grantor's mailing address stated above and shall relieve Grantee from any further liability or obligation accruing hereunder on or after the date of the assignment.

27. **Partial Invalidity.** If any term of this Easement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Easement, which shall continue in full force and effect.

28. **Mortgages.** This Easement shall be subordinate to any mortgage given by Grantor which currently encumbers Grantor's Property including the Easement Area, provided that any mortgagee holding such a mortgage shall recognize the validity of this Easement in the event of foreclosure of Grantor's interest and Grantee's rights under this Easement. In the event that the Easement Area is or shall be encumbered by such a mortgage, Grantor shall obtain and furnish to Grantee a non-disturbance agreement for each such mortgage, in recordable form.

29. **Successors and Assigns.** The terms of this Easement shall constitute a covenant running with the Grantor's Property for the benefit of Grantee and its successors and assigns and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof. Any sale, mortgage, lease or other conveyance of Grantor's Property shall be under and subject to this Easement and Grantee's rights hereunder.

30. **Construction of Easement.** The captions preceding the Sections of this Easement are intended only for convenience of reference and in no way define, limit or describe the scope of this Easement or the intent of any provision hereof. Whenever the singular is used, the same shall include the plural and vice versa and words of any gender shall include the other gender. As used herein, "including" shall mean "including, without limitation." This document may be executed in multiple counterparts, each of which shall be deemed a fully executed original.

31. **Non-Interference with Lease Agreement.** Grantor and Grantee hereby agree that this Easement shall not cause the lessor to be in breach of the Lease Agreement. Notwithstanding anything to the contrary contained in this Easement, in the event an Easement provision would cause the lessor to be in breach of the Lease Agreement, then such Easement provision will be automatically amended and restated in such a manner that the Easement



provision no longer creates a breach. Pursuant to the forgoing and notwithstanding anything to the contrary contained in this Easement: (a) the rights contained in Section 2 of this Easement take effect only after the expiration or termination of the Lease Agreement; (b) Grantee's interest in the property is restricted by Lessee's rights under the Lease Agreement; (c) Grantor and Grantee intend that each shall have vested rights immediately upon the signing of this Easement and that this Easement shall be fully binding and in full force from and after execution hereof by Grantor and Grantee; and (d) in the event that lessor would be in breach of the Lease Agreement as a result of Grantor assigning or granting, or failure to assign or grant any right, title or interest to Grantee; including but not limited to: (i) in the event that Grantor's assignment to Grantee of Grantor's right, title and interest in the Lease Agreement causes the lessor to be in breach of the Lease Agreement, or (ii) in the event that Grantor is prohibited from granting or assigning to Grantee certain of Grantor's right, title and interest in the Lease Agreement until the expiration or termination of the Lease Agreement or by virtue of Grantee's interest in the property being restricted by Lessee's rights under the Lease Agreement and as a result Grantee does not have the necessary rights, title or interest for Grantee to comply with its obligations as lessor under the Lease Agreement which causes the lessor to be in breach of the Lease Agreement; then Grantor and Grantee agree that, at Grantee's discretion one or all of the following may occur: (1) Grantee will be Grantor's manager and operator of the Lease Agreement instead of the lessor under the Lease Agreement until such time that such assigning or granting or failure to assign or grant any right, title or interest can be effective without causing the lessor to be in breach of the Lease Agreement; (2) Grantee will receive and will be entitled to all of the revenue that Grantee would have been entitled to as lessor under the Lease Agreement and Grantor will direct, in writing, all payors of amounts due to pay such amounts to Grantee; (3) Grantor will grant Grantee a power of attorney, and will appoint Grantee as its agent and attorney to review, negotiate and execute on behalf of Grantor, in Grantee sole discretion, all documents and instruments relating to the Lease Agreement; including but not limited to, amendments to amend any and all terms of the Lease Agreement, amendments to remove any conflicts between the Lease Agreement and this Easement, amendments to extend the length of the term of the Lease Agreement, amendments to terminate the Lease Agreement or otherwise take action or in action that will result in the Lease Agreement expiring or terminating, and amendments to increase the size of the area subject to the Lease Agreement so long as any such expansion is within the Easement Area; and to otherwise act on behalf of Grantor in dealing with the Lease Agreement until such time that such assigning or granting or failure to assign or grant any right, title or interest can be effective without causing the lessor to be in breach of the Lease Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor and Grantee, having read the foregoing and intending to be legally bound hereby, have executed this Grant of Easement as of the day and year first written above.

**GRANTOR:**

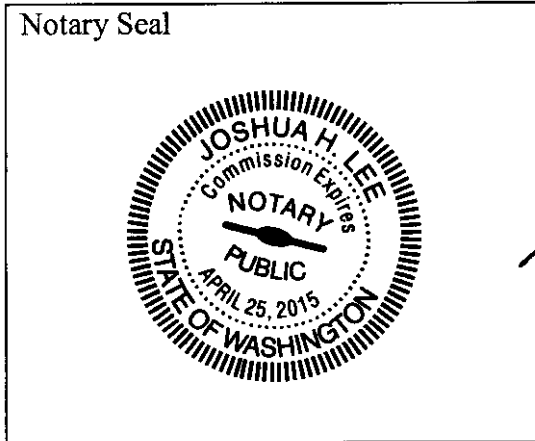
By:   
MYUNG LIM PARK

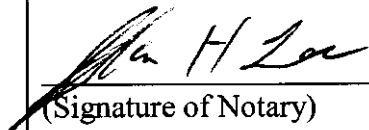
**INDIVIDUAL**

STATE OF Washington )  
 )SS.  
COUNTY OF Benton )


I certify that I know or have satisfactory evidence that MYUNG LIM PARK is the person who appeared before me, and said person acknowledged that said person signed the foregoing Grant of Easement to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 12/20/12



  
(Signature of Notary)  
Joshua H Lee  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of Washington  
My appointment expires: April 25, 2015

**GRANTOR:**

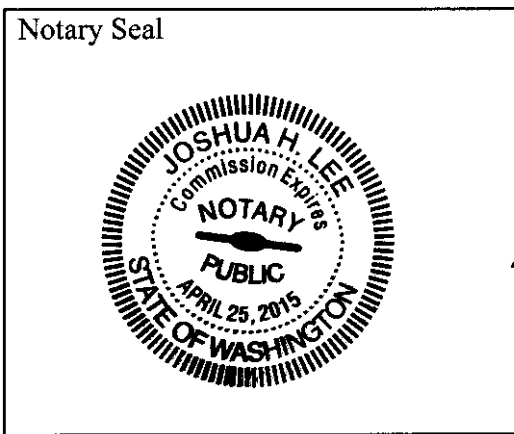
By:   
DO SUN PARK

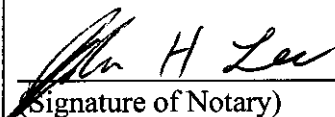
**INDIVIDUAL**

STATE OF Washington )  
 )SS.  
COUNTY OF Benton )

I certify that I know or have satisfactory evidence that DO SUN PARK is the person who appeared before me, and said person acknowledged that said person signed the foregoing Grant of Easement to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 12/20/12



  
(Signature of Notary)  
Joshua H Lee  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of Washington  
My appointment expires: April 25, 2015

**GRANTEE**  
GLOBAL SIGNAL ACQUISITIONS IV LLC,  
a Delaware limited liability company

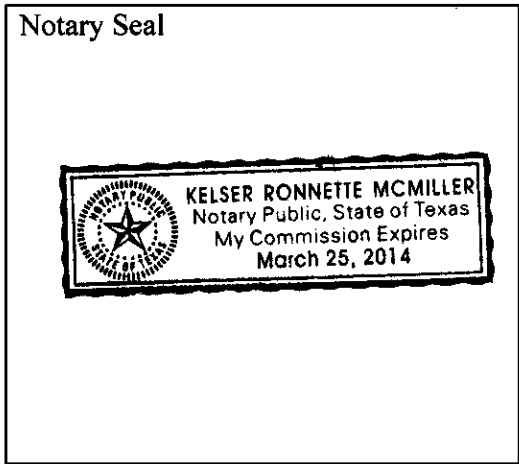
By: *Tracy Van Swol*  
Print Name: Tracy Van Swol  
Title: Real Estate Transaction Manager

**LIMITED LIABILITY COMPANY**

STATE OF TEXAS )  
 )SS.  
COUNTY OF HARRIS )

I certify that I know or have satisfactory evidence that TRACY VAN SWOL is the person who appeared before me, and said person acknowledged that said person signed the foregoing Grant of Easement, on oath stated that said person was authorized to execute the instrument and acknowledged it as the RET MGR of GLOBAL SIGNAL ACQUISITIONS IV LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 12-26-12



*Kelsie M. McMiller*  
(Signature of Notary)  
KELSER MCMILLER  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of TEXAS  
My appointment expires: 3-25-14

**EXHIBIT "A"**  
**TO GRANT OF EASEMENT**

**[Grantor's Property]**

That portion of Lots 3 and 6, Block 732, PLAT OF RICHLAND, according to the plat thereof, recorded in Volumes 6 and 7 of Plats, records of Benton County, Washington, described as follows:

Commencing at the Northeast corner of Lot 7 of said Plat of Richland, also being the point of intersection of the West margin of George Washington Way and the South margin of Van Giesen Street; thence South  $01^{\circ}05'48''$  East 225.00 feet along said West margin to the TRUE POINT OF BEGINNING; thence continuing South  $01^{\circ}05'48''$  East 535.00 feet along said West margin to the point of intersection of said West margin with the North margin of Torbett Street; thence South  $88^{\circ}54'12''$  West 217.00 feet along said North margin; thence North  $01^{\circ}05'48''$  West 115.00 feet; thence South  $88^{\circ}54'12''$  West 254.50 feet; thence North  $01^{\circ}05'48''$  West 527.45 feet; thence North  $89^{\circ}12'04''$  East 212.50 feet; thence South  $01^{\circ}05'48''$  East 105.00 feet; thence North  $89^{\circ}12'04''$  East 259.00 feet to the TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM that portion lying within the right-of-way of George Washington Way.

Site Name: Tri Cherry Lane  
BUN: 810825

**EXHIBIT "B"**  
**TO GRANT OF EASEMENT**

**[Site Plan]**

Site Name: Tri Cherry Lane  
BUN: 810825

**EASEMENT SURVEY**  
SECTION 2  
TOWNSHIP 9 NORTH, RANGE 28 EAST

THE OWNER  
**THE CHERRY LANE**  
BOTH 810825

ADDRESS: 1815 GEORGE WASHINGTON WAY, RICHLAND, WA 99354  
BENTON COUNTY

**M. BROWN**  
1843 EAST MAIN STREET, RICHLAND, WA 99354  
PH: (509) 928-2222 FAX: (509) 928-2222  
WWW.BROWN-SURVEYING.COM

**GEOLINE SURVEYING, INC.**  
1843 EAST MAIN STREET, RICHLAND, WA 99354  
PH: (509) 928-2222 FAX: (509) 928-2222  
WWW.GEOLINE-SURVEYING.COM

Hayden, Idaho 83606 1800 N. Road Blvd, #12  
www.haydensurvey.com | Phone: (208) 775-6000  
email: info@haydensurvey.com | Fax: (208) 775-6110

**SURVEYOR'S NOTES**  
1. BASIS OF BEARINGS IS A PLUMB LINE OF SOUTH 01°50'48" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF GEORGE WASHINGTON WAY.  
2. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.  
3. ALL WALLE TOWER EQUIPMENT AND DEMONSTRATIONS ARE CONTAINED WITHIN THE EASEMENT AREA, UNLESS OTHERWISE SHOWN HEREON.  
4. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.

**SURVEYOR'S CERTIFICATION**  
I HEREBY CERTIFY TO JOHN CHERRY AND THE CHERRY LANE OWNERSHIP.

**JOSEPH A. BARLEY**  
LAND SURVEYOR  
WASHINGTON 42105  
Date of Survey: 1/17/13  
Date of Last Revision: 1/17/13

N2 Surveying

SHEET 1 OF 3

**Site Information**

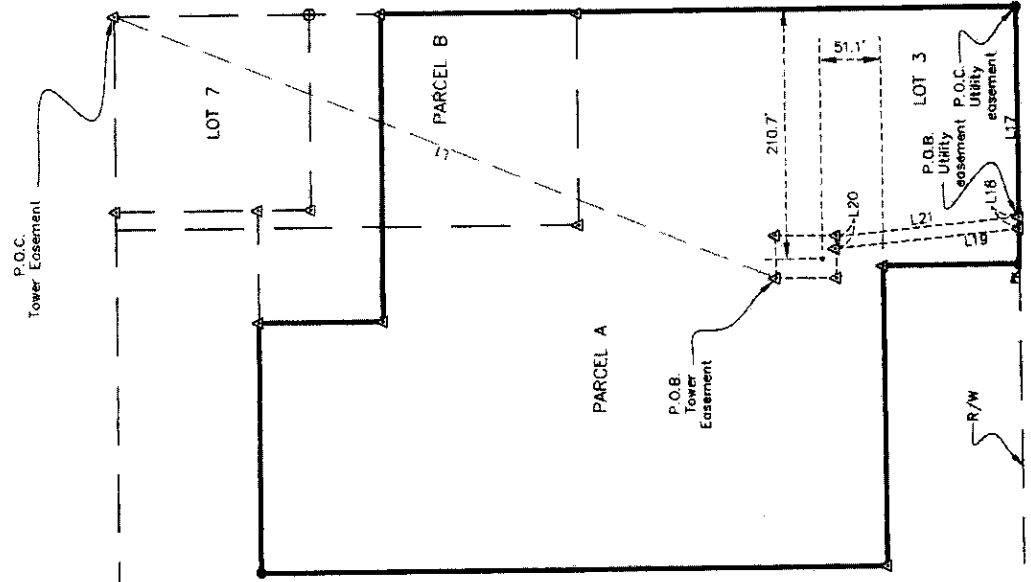
Site Name - TI Cherry Lane  
BLN: 810825  
Site Address - 1815 George Washington Lane  
Richland, WA 99354  
Flood Zone Designation - C  
Parcel Land Owner - Myung Lim and Do Sun Park  
Parcel Zoning - Hotel/Motel  
Parcel Number - 1-0286-302-0732-045  
Parcel Deed Recorded - Warranty Deed No. 2006-031921

**LINE TABLE**

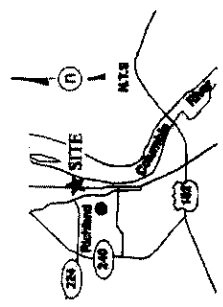
LINE	BEARING	DISTANCE
L1	S21°06'56"W	599.07
L2	N88°58'58"E	35.80
L3	S00°23'09"E	51.22
L4	S89°15'45"W	35.41
L5	N00°48'18"W	50.83
L7	S88°54'12"W	177.89
L16	N06°24'16"W	155.07
L20	N86°15'45"E	10.05
L21	S06°24'16"E	155.00

**BASIS OF BEARINGS**  
S01°05'48"E  
760.00

**GEORGE WASHINGTON WAY**

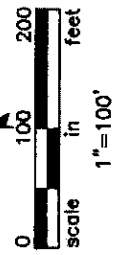


**TORBETT STREET**



**Vicinity Map**  
NOT TO SCALE

- Legend**
- △ = Calculated point (nothing found or set)
  - ◇ = Found monument
  - ⊙ = Power pole
  - o- = Overhead Electrical
  - x- = Fence



AREA TABLE	SQUARE FEET	ACRE
(A) PARENT PARCEL	1,818	0.04
(B) TOWER EASEMENT	1,850	0.04
(C) UTILITY EASEMENT	1,780	0.04
(D) COMPOUND	1,780	0.04

**EASEMENT SURVEY**  
 SECTION 2  
 TOWNSHIP 9 NORTH, RANGE 28 EAST

FOR OWNER CONTROL  
**SITE NAME: THE CHERRY LANE**  
 BLVN 810085  
 ADDRESS: 1515 GEORGE WASHINGTON  
 WAY, BRIDGEWATER, VA 22804  
 BRENTON COUNTY

**BROWN CASTLE**  
 2600 KENNEDY BLVD., SUITE 100, CHARLOTTE, NC 28227  
 BRIDGEWATER, VA 22804  
**GEOLINE SURVEYING, INC.**  
 1101 W. 10TH ST., SUITE 100, BRIDGEWATER, VA 22804  
 WWW.GEOLINEVA.COM

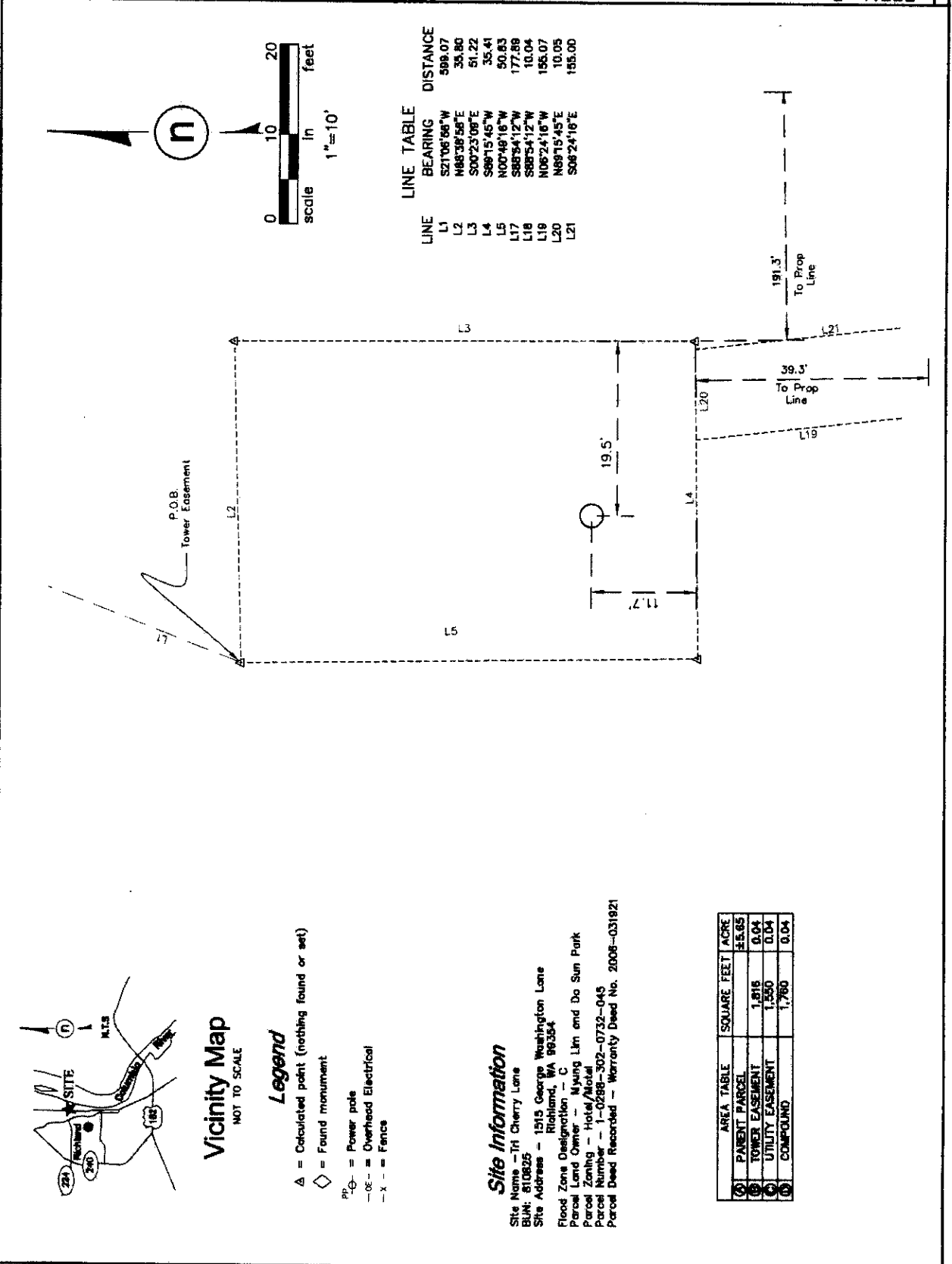
**SURVEY NOTES**  
 1. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1968 AND THE SURVEYING REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, STATE OF VIRGINIA.  
 2. NO SUBSURFACE INTERFERENCE WAS ENCOUNTERED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.  
 3. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA, UNLESS OTHERWISE SHOWN HEREON.  
 4. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.

**SURVEYOR'S CERTIFICATION**  
 I HEREBY CERTIFY TO CROWN CASTLE AND SHEWNET TITLE GUARANTY COMPANY.

1/13/12  
 h2 Surveying

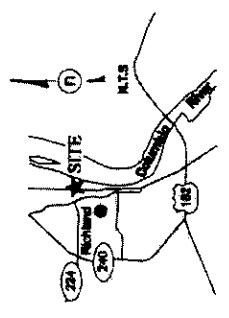
Joshua A. Bradley - Washington 42105  
 Date of Survey: 1/13/12  
 Date of Last Revision: 1/13/12

SHEET 2 OF 3



**LINE TABLE**

LINE	BEARING	DISTANCE
L1	S27°06'06"W	599.07
L2	N88°38'58"E	35.80
L3	S20°23'09"E	51.22
L4	S88°15'45"W	35.41
L5	N00°49'16"W	50.83
L17	S88°54'12"W	177.88
L18	S88°54'12"W	10.04
L19	N06°24'16"W	155.07
L20	N88°15'45"E	10.05
L21	S08°24'16"E	155.00



**Vicinity Map**  
 NOT TO SCALE

**Legend**

- △ = Calculated point (nothing found or set)
- ◇ = Found monument
- PO = Power pole
- OE- = Overhead Electrical
- X- = Fence

**Site Information**

Site Name - Tr Cherry Lane  
 BLVN: 810085  
 Site Address - 1515 George Washington Lane  
 Richmond, VA 22804  
 Flood Zone Designation - C  
 Parcel Land Owner - Myung Lim and Do Sun Park  
 Parcel Zoning - Hotel/Hotel  
 Parcel Number - 1-0288-302-0732-045  
 Parcel Deed Recorded - Warranty Deed No. 2008-031821

**AREA TABLE**

	SQUARE FEET	ACRE
① PARENT PARCEL	44,685	1.0165
② TOWER EASEMENT	1,816	0.04
③ UTILITY EASEMENT	1,550	0.04
④ COMPOUND	1,760	0.04



**EXHIBIT "C"**  
**TO GRANT OF EASEMENT**

**[Easement Area and Access Easement]**

The Easement Area shall include any portion of Grantor's Property on which communications facilities exist on the date of this Easement together with the portion of the Grantor's Property leased by Grantor pursuant to the Lease Agreement and the portion of the Property described as follows:

**TOWER EASEMENT LEGAL DESCRIPTION**

A parcel of land located in Lot 3 and 6, Block 732, PLAT OF RICHLAND, in the Southwest Quarter of Section 2, Township 9 North, Range 28 East, Willamette Meridian, Benton County, Washington, more particularly described as follows:

**Commencing** at the northeast corner of Lot 7, Block 732, PLAT OF RICHLAND, from which the southeast corner of Lot 3, Block 732, PLAT OF RICHLAND, bears South 01°05'48" East, a distance of 760.00 feet;

thence South 21°06'56" West, a distance of 599.07 feet to the **Point of Beginning**;

thence North 88°38'58" East, a distance of 35.80 feet;

thence South 00°23'09" East, a distance of 51.22 feet;

thence South 89°15'45" West, a distance of 35.41 feet;

thence North 00°49'16" West, a distance of 50.83 feet to the **Point of Beginning**;

Containing 1,816 square feet or 0.04 acres, more or less

**SUBJECT TO:**

Existing rights-of-way and easements of record and or appearing on said above described parcel.

**UTILITY EASEMENT LEGAL DESCRIPTION**

A portion of Lots 3 and 6, Block 736, PLAT OF RICHLAND, according to the Plat thereof recorded in Volumes 6 and 7 of Plats, records of Benton County, Washington, described as follows:

**Commencing** at the Northeast corner of Lot 7 of said Plat of Richland, also being the point of intersection of the West margin of George Washington Way and the South margin of Van Giesen

Site Name: Tri Cherry Lane  
BUN: 810825

Street; thence South  $01^{\circ}05'48''$  East 225.00 feet along said West margin to the **True Point of Beginning**; thence continuing South  $01^{\circ}05'48''$  East 535.00 feet along said West margin to the point of intersection of said West margin with the North margin of Torbett Street;

thence South  $88^{\circ}54'12''$  West 217.00 feet along said North margin;  
thence North  $01^{\circ}05'48''$  West 115.00 feet;  
thence South  $88^{\circ}54'12''$  West 254.50 feet;  
thence North  $01^{\circ}05'48''$  West 527.45 feet;  
thence North  $89^{\circ}12'04''$  East 212.50 feet;  
thence South  $01^{\circ}05'48''$  East 105.00 feet;  
thence North  $89^{\circ}12'04''$  East 259.00 feet to the **True Point of Beginning**.

Said utility easement is a 10 foot wide easement MORE PARTICULARLY described as follows:

**Commencing** at the southeast corner of the above description;  
thence along the north margin of Torbett Street South  $88^{\circ}54'12''$  West 177.89 feet to the **True Point of Beginning**;

thence from said **True Point of Beginning** continuing along said north margin South  $88^{\circ}54'12''$  West 10.04 feet;  
thence North  $06^{\circ}24'16''$  West 155.07 feet to the south line of a Lease Area for Verizon Wireless;  
thence North  $89^{\circ}15'45''$  East 10.05 feet;  
thence South  $06^{\circ}24'16''$  East 155.00 feet to the **True Point of Beginning**.  
Containing 1550 square, more or less.

Legal Descriptions on Exhibit C prepared by:

h2 Surveying  
8880 N. Hess Street, Suite 2  
Hayden, Idaho 83835  
208-772-6600



2007-038579  
Pg: 1 of 7  
11/28/2007 01:52P  
Benton County

2008-024578 LEASE  
08/18/2008 03:09:47 PM Pages: 7 Fee: \$48.00  
North American Title  
Benton County, Benton County Auditor's Office

**AFTER RECORDING RETURN TO:**  
**NORTH AMERICAN TITLE**  
**2200 Post Oak Blvd., Suite 100**  
**Houston, TX 77056**  
**Attn: Tania Baez**

THIS DOCUMENT WAS PREPARED BY:  
WCP WIRELESS LEASE SUBSIDIARY, LLC  
11900 Olympic Boulevard, Suite 400  
Los Angeles, CA 90064  
Attn: Title Dept.  
WCP #: 82179

*\*Rerecord, corrections made on Page 2 and 7 of document.*

DOCUMENT TITLE: MEMORANDUM OF PURCHASE AND SALE OF  
LEASE AND SUCCESSOR LEASE

GRANTOR/LESSOR: MYUNG LIM PARK AND DO SUN PARK

GRANTEE/LESSEE: WIRELESS CAPITAL PARTNERS, LLC, a Delaware  
limited liability company

BRIEF LEGAL DESCRIPTION: LOTS 3 & 6, BLK 732 POR

Full legal is on Page 7 of the document

PROPERTY ADDRESS: 1515 GEORGE WASHINGTON WAY, RICHLAND, WA

TAX ACCOUNT #: 1-0298-302-0732-045



PREPARED BY AND  
WHEN RECORDED MAIL TO:

WIRELESS CAPITAL PARTNERS, LLC  
11900 W. Olympic Blvd., Suite 400  
Los Angeles, California 90064  
Attn: Title Department  
WCP#: 82179

MEMORANDUM OF PURCHASE AND SALE OF LEASE  
AND SUCCESSOR LEASE

This Memorandum of Purchase and Sale of Lease and Successor Lease (this "Memorandum") is made as of 11/9/07 between MYUNG LIM AND DO SUN PARK ("Landlord"), and WIRELESS CAPITAL PARTNERS, LLC, a Delaware limited liability company ("WCP").

\*HMGATB  
\*PMGA

A. Landlord, as successor in interest to ~~PMGA~~ Associates acting on behalf of Samuel E. Allen, Anita M. Allen, Trevor A. Allen, Orville M. Rice, Jane V. Rice, David G. Heald and Betty A. Heald, as lessor, and Cingular Wireless LLC, on behalf of Pacific Bell Wireless Northwest, LLC a Delaware limited liability company, as lessee ("Tenant"), are parties to that certain lease dated as of September 24, 2002, (the "Lease"), with respect to the premises described on Exhibit A attached hereto (the "Premises").

B. Landlord and WCP are parties to a Purchase and Sale of Lease and Successor Lease dated on or about the date hereof (the "Agreement"), pursuant to which Landlord has, among other things, sold and assigned to WCP its right, title and interest in and to the Lease. The parties hereto desire to execute this Memorandum to provide constructive notice of the existence of the Lease and the Agreement, and of WCP's rights under the Agreement including the easement granted therein.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto acknowledge and/or agree as follows:

Landlord has sold and assigned and hereby does sell and assign all of its right, title and interest in and to the Lease to WCP, on the terms and subject to the conditions set forth in the Agreement. The Lease expires by its terms on or about September 26, 2012 and contains Four (4) option(s) to renew or extend the term for an additional period of Five (5) years each. Landlord has leased and hereby does lease the Premises to WCP, on the terms and subject to the conditions set forth in the Agreement. The successor lease is for a term commencing upon the expiration or termination of the Lease and ending on November 30, 2047. Landlord has retained all of Landlord's obligations and liabilities under the Lease.



The terms and conditions of the Lease and the Agreement are hereby incorporated herein by reference as if set forth herein in full. Copies of the Lease and the Agreement are maintained by WCP at the address of WCP above and are available to interested parties upon request. This Memorandum has been duly executed by the undersigned as of the date first written above.

Landlord:

By: [Signature]  
Name: Myung Lim Park

By: [Signature]  
Name: Do Sun Park

WCP:

WIRELESS CAPITAL PARTNERS, LLC,  
a Delaware limited liability company

By: [Signature]  
Name: ~~Joni Lesage~~ KEITH ORN OWEN  
Its: Treasurer  
SENIOR VICE PRESIDENT OF OPERATIONS

[NOTE: ALL SIGNATURES MUST BE PROPERLY NOTARIZED]



2007-038579  
Pg: 4 of 7  
11/28/2007 01:52P  
Benton County

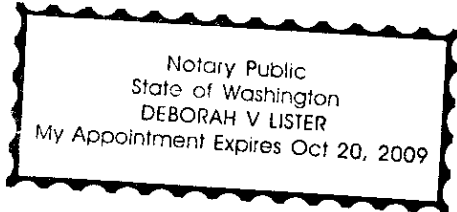
**ALL-PURPOSE ACKNOWLEDGMENT**

State of Washington } ss.  
County of King }

On Nov 8 2007 before me, Deborah V. Lister Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Myung Lim Park  
Name(s) of Signer(s)

- personally known to me
- 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.

WITNESS my hand and official seal.  
Deborah V. Lister  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

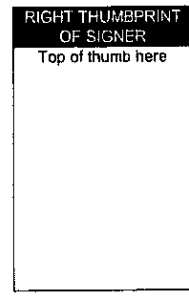
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer - Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



2007-038579  
Pg: 5 of 7  
11/28/2007 01:52P  
Benton County

NORTH AMERICAN TITLE LEASE 46.00

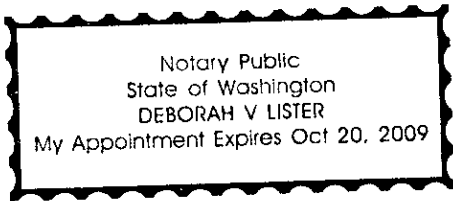
### ALL-PURPOSE ACKNOWLEDGMENT

State of Washington } ss.  
 County of King }

On Nov 8 2007 before me, Deborah V. Lister, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Do Sun Park  
Name(s) of Signer(s)

personally known to me  
 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.

WITNESS my hand and official seal.

Deborah V. Lister  
Signature of Notary Public

-----OPTIONAL-----

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.*

#### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

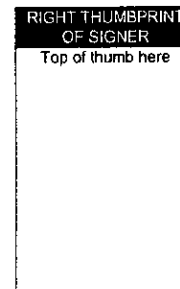
Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer - Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_





2007-038579  
Pg: 6 of 7  
11/28/2007 01:52P  
Benton County

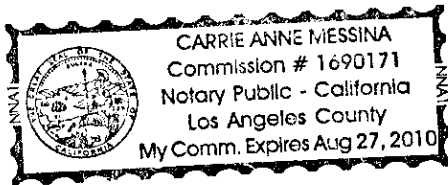
**ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Los Angeles } ss.

On 11/9/2007 before me, Carrie Anne Messina  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Keith Drucker  
Name(s) of Signer(s)

- personally known to me
- 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.

WITNESS my hand and official seal.

*Carrie Anne Messina*  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

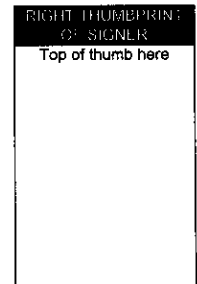
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_







SCHEDULE A

LEASE DESCRIPTION  
AND  
LEGAL DESCRIPTION

That certain LEASE AGREEMENT dated September 24, 2002, by and between MYUNG LIM AND DO SUN PARK as successor in interest to ~~PMGA~~<sup>\*HMG A</sup> Associates acting on behalf of Samuel E Allen, Anita M. Allen, Trevor A. Allen, Orville M. Rice, Jane V. Rice, David G. Heald and Betty A. Heald, whose address is 1515 George Washington Way, Richland, WA 99354 ("Landlord") and Cingular Wireless, LLC a Delaware limited liability company ("Tenant"), whose address is 2445-140th Avenue, NE, Suite 202, Bellevue, WA, 98005, for the property located at 1515 George Washington Way, Richland, WA 99354.

The Legal Description is as follows:

**That portion of Lots 3 and 6, Block 732, PLAT OF RICHLAND, according to the Plat thereof recorded in Volumes 6 and 7 of Plats, records of Benton County, Washington, described as follows:**

**Commencing at the Northeast corner of Lot 7 of said Plat of Richland, also being the point of intersection of the West margin of George Washington Way and the South margin of Van Gleesen Street;  
thence South 01°05'48" East 225.00 feet along said West margin to the True Point of Beginning;  
thence continuing South 01°05'48" East 535.00 feet along said West margin to the point of intersection of said West margin with the North margin of Torbett Street;  
thence South 88°54'12" West 217.00 feet along said North margin;  
thence North 01°05'48" West 115.00 feet;  
thence South 88°54'12" West 254.50 feet;  
thence North 01°05'48" West 527.45 feet;  
thence North 89°12'04" East 212.50 feet;  
thence South 01°05'48" East 105.00 feet;  
thence North 89°12'04" East 259.00 feet to the True Point of Beginning.**



2007-038579

Pg: 1 of 7

11/28/2007 01:52P

46.00 Benton County

**AFTER RECORDING RETURN TO:**

**NORTH AMERICAN TITLE  
2200 Post Oak Blvd., Suite 100  
Houston, TX 77056  
Attn: Tania Baez**

THIS DOCUMENT WAS PREPARED BY:  
WCP WIRELESS LEASE SUBSIDIARY, LLC  
11900 Olympic Boulevard, Suite 400  
Los Angeles, CA 90064  
Attn: Title Dept.  
WCP #: 82179

---

DOCUMENT TITLE: MEMORANDUM OF PURCHASE AND SALE OF  
LEASE AND SUCCESSOR LEASE

GRANTOR/LESSOR: MYUNG LIM PARK AND DO SUN PARK

GRANTEE/LESSEE: WIRELESS CAPITAL PARTNERS, LLC, a Delaware  
limited liability company

BRIEF LEGAL DESCRIPTION: LOTS 3 & 6, BLK 732 POR  
Full legal is on Page 7 of the document

PROPERTY ADDRESS: 1515 GEORGE WASHINGTON WAY, RICHLAND, WA

TAX ACCOUNT #: 1-0298-302-0732-045

PREPARED BY AND  
WHEN RECORDED MAIL TO:

WIRELESS CAPITAL PARTNERS, LLC  
11900 W. Olympic Blvd., Suite 400  
Los Angeles, California 90064  
Attn: Title Department  
WCP#: 82179

MEMORANDUM OF PURCHASE AND SALE OF LEASE  
AND SUCCESSOR LEASE

This Memorandum of Purchase and Sale of Lease and Successor Lease (this "Memorandum") is made as of 11/9/07 between MYUNG LIM AND DO SUN PARK ("Landlord"), and WIRELESS CAPITAL PARTNERS, LLC, a Delaware limited liability company ("WCP").

A. Landlord, as successor in interest to PMGA Associates acting on behalf of Samuel E Allen, Anita M. Allen, Trevor A. Allen, Orville M. Rice, Jane V. Rice, David G. Heald and Betty A. Heald, as lessor, and Cingular Wireless LLC, on behalf of Pacific Bell Wireless Northwest, LLC a Delaware limited liability company, as lessee ("Tenant"), are parties to that certain lease dated as of September 24, 2002, (the "Lease"), with respect to the premises described on Exhibit A attached hereto (the "Premises").

B. Landlord and WCP are parties to a Purchase and Sale of Lease and Successor Lease dated on or about the date hereof (the "Agreement"), pursuant to which Landlord has, among other things, sold and assigned to WCP its right, title and interest in and to the Lease. The parties hereto desire to execute this Memorandum to provide constructive notice of the existence of the Lease and the Agreement, and of WCP's rights under the Agreement including the easement granted therein.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto acknowledge and/or agree as follows:

Landlord has sold and assigned and hereby does sell and assign all of its right, title and interest in and to the Lease to WCP, on the terms and subject to the conditions set forth in the Agreement. The Lease expires by its terms on or about September 26, 2012 and contains Four (4) option(s) to renew or extend the term for an additional period of Five (5) years each. Landlord has leased and hereby does lease the Premises to WCP, on the terms and subject to the conditions set forth in the Agreement. The successor lease is for a term commencing upon the expiration or termination of the Lease and ending on November 30, 2047. Landlord has retained all of Landlord's obligations and liabilities under the Lease.

The terms and conditions of the Lease and the Agreement are hereby incorporated herein by reference as if set forth herein in full. Copies of the Lease and the Agreement are maintained by WCP at the address of WCP above and are available to interested parties upon request. This Memorandum has been duly executed by the undersigned as of the date first written above.


Landlord:

By:   
Name: Myung Lim Park

By:   
Name: Do Sun Park

WCP:

WIRELESS CAPITAL PARTNERS, LLC,  
a Delaware limited liability company

By:   
Name: ~~Joni Lesage~~ *KEVIN DRUMMOND*  
Its: ~~Treasurer~~ *SENIOR VICE PRESIDENT OF OPERATIONS*

[NOTE: ALL SIGNATURES MUST BE PROPERLY NOTARIZED]



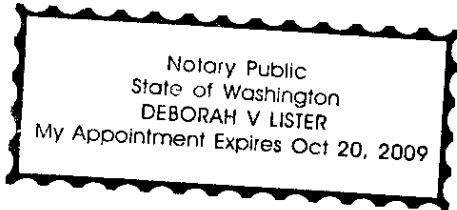
### ALL-PURPOSE ACKNOWLEDGMENT

State of Washington }  
County of King } ss.

On Nov 8 2007 before me, Deborah V. Lister Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Myung Lim Park  
Name(s) of Signer(s)

- personally known to me
- 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.

WITNESS my hand and official seal.

Deborah V. Lister  
Signature of Notary Public

#### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.*

#### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

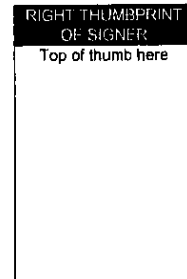
Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

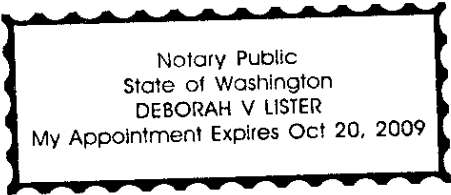


**ALL-PURPOSE ACKNOWLEDGMENT**

State of Washington }  
 County of King } ss.

On Nov 8 2007 before me, Deborah V. Lister, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
 personally appeared Do Sun Park  
Name(s) of Signer(s)

personally known to me  
 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.

WITNESS my hand and official seal.  
Deborah V. Lister  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

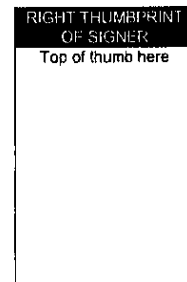
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_





2007-038579

Pg: 6 of 7

11/28/2007 01:52P

NORTH AMERICAN TITLE LEASE

46.00 Benton County

### ALL-PURPOSE ACKNOWLEDGMENT

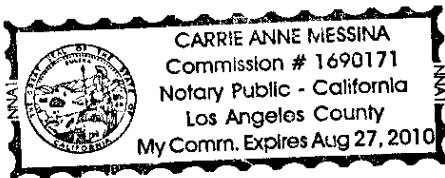
State of California  
County of Los Angeles

} ss.

On 11/9/2007 before me, Carrie Anne Messina  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Keith Drucker  
Name(s) of Signer(s)

- personally known to me
- 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.

WITNESS my hand and official seal.

*Carrie Anne Messina*  
Signature of Notary Public

#### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.*

#### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

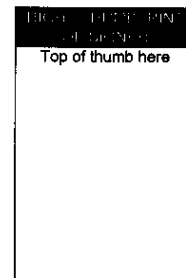
Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



SCHEDULE A

LEASE DESCRIPTION  
AND  
LEGAL DESCRIPTION

That certain LEASE AGREEMENT dated September 24, 2002, by and between MYUNG LIM AND DO SUN PARK as successor in interest to PMGA Associates acting on behalf of Samuel E Allen, Anita M. Allen, Trevor A. Allen, Orville M. Rice, Jane V. Rice, David G. Heald and Betty A. Heald, whose address is 1515 George Washington Way, Richland, WA 99354 ("Landlord") and Cingular Wireless, LLC a Delaware limited liability company ("Tenant"), whose address is 2445-140th Avenue, NE, Suite 202, Bellevue, WA, 98005, for the property located at 1515 George Washington Way, Richland, WA 99354.

The Legal Description is as follows:

**That portion of Lots 3 and 6, Block 732, PLAT OF RICHLAND, according to the Plat thereof recorded in Volumes 6 and 7 of Plats, records of Benton County, Washington, described as follows:**

**Commencing at the Northeast corner of Lot 7 of said Plat of Richland, also being the point of intersection of the West margin of George Washington Way and the South margin of Van Gleason Street;  
thence South 01°05'48" East 225.00 feet along said West margin to the True Point of Beginning;  
thence continuing South 01°05'48" East 535.00 feet along said West margin to the point of intersection of said West margin with the North margin of Torbett Street;  
thence South 88°54'12" West 217.00 feet along said North margin;  
thence North 01°05'48" West 115.00 feet;  
thence South 88°54'12" West 254.50 feet;  
thence North 01°05'48" West 527.45 feet;  
thence North 89°12'04" East 212.50 feet;  
thence South 01°05'48" East 105.00 feet;  
thence North 89°12'04" East 259.00 feet to the True Point of Beginning.**



**AFTER RECORDING RETURN TO:**

*Crown Castle  
1220 Augusta Dr.  
Ste. 500  
Houston, TX. 77057*

THIS DOCUMENT WAS PREPARED  
OUT OF STATE BY:  
Janna Charlton Webber  
Charlton Webber, PLLC  
2525 Robinhood, Suite 1100  
Houston, Texas 77005  
713-505-1065

---

**DOCUMENT NAME:** MEMORANDUM OF RESTATED FIRST AMENDMENT OF  
PURCHASE AND SALE OF LEASE AND SUCCESSOR  
LEASE (Cingular)

**LANDLORD:** MYUNG LIM PARK and DO SUN PARK, individuals

**TENANT:** WCP WIRELESS LEASE SUBSIDIARY, LLC,  
a Delaware limited liability company

**TAX ACCOUNT #:** 1-0298-302-0732-045

**BRIEF LEGAL DESCRIPTION:** LOT 3 & 6, BLK 732 POR  
Full legal is on page 7 of the document

**PROPERTY ADDRESS:** 1515 GEORGE WASHINGTON WAY, RICHLAND, WA 99354

**CROSS REFERENCE:** Recorded: 11/28/07 Instrument No. 2007-038579  
Re-recorded: 8/18/08 Instrument No. 2008-024578  
Recorded: 12/31/07 Instrument No. 2007-041989

---

Site Name: Park Sprint  
BU#: 852175

---

**MEMORANDUM OF RESTATED FIRST AMENDMENT OF PURCHASE AND SALE  
OF LEASE AND SUCCESSOR LEASE**  
(Clearwire)

THIS MEMORANDUM OF RESTATED FIRST AMENDMENT OF PURCHASE AND SALE OF LEASE AND SUCCESSOR LEASE (this "**Memorandum**") is made effective as of the ~~21<sup>st</sup>~~ day of December 2012 (the "**Effective Date**") by and between WCP WIRELESS LEASE SUBSIDIARY, LLC, a Delaware limited liability company ("**Tenant**") and MYUNG LIM PARK AND DO SUN PARK, individuals (together, the "**Landlord**").

**RECITALS**

A. Landlord and Assignor's predecessor in interest, Wireless Capital Partners, LLC ("**WCP**"), entered into that certain Purchase and Sale of Lease and Successor Lease dated as of November 9, 2007 (as amended, modified and assigned, the "**Agreement**") with respect to that certain lease described on Exhibit A attached hereto (the "**Lease**"), a memorandum of the Agreement was recorded in the Benton County Recorder's Office on November 28, 2007, as Instrument No. 2007-038579 and re-recorded on August 18, 2008, as Instrument No. 2008-024578. All initially capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

B. WCP assigned all of its right, title and interest in and to the Agreement to Assignor pursuant to a Master Purchase and Sale Agreement dated June 30, 2006, and an Assignment dated November 21, 2007, a memorandum of which was recorded in Benton County, Washington on December 31, 2007 as Instrument Number 2007-041989.

C. Landlord is the current fee owner of the real property of which the Premises is a part.

D. Tenant and Landlord desire to provide notice of terms of the amendment to the Agreement on the terms and conditions set forth herein.

**MEMORANDUM**

NOW THEREFORE, the parties provide notice of the following:

Site Name: Park Sprint  
BU#: 852175

1. Recitals. The recitals above are true and correct and are incorporated herein by reference.
2. Reversion Date. The Reversion Date was extended by forty (40) years to December 1, 2087 (the "**New Reversion Date**"). All references in the Agreement to the Reversion Date shall mean and refer to the New Reversion Date.
3. Lien Extended. Landlord and Tenant agreed that the extension of the Reversion Date would in no manner affect or impair the lien created by the Agreement and that the lien shall include and apply to the term of the Agreement as extended.
4. Remainder of Agreement Unaffected. This is merely a memorandum of the amendment to the Agreement and to the extent there is a conflict between the terms and conditions of the Agreement as amended and this Memorandum, the Agreement, as amended, shall control.
5. Counterparts. This Memorandum may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

***[Remainder of Page Left Intentionally Left Blank; Signature Page Follows]***

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the Effective Date.

**WCP WIRELESS LEASE SUBSIDIARY, LLC,**  
a Delaware limited liability company

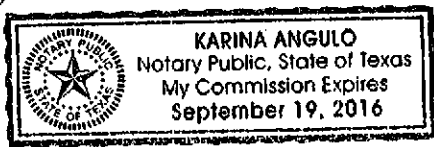
By: *Lisa A. Sedgwick*  
Name: Lisa A. Sedgwick  
Title: RET Manager

**ACKNOWLEDGMENT**

STATE OF Texas )  
COUNTY OF Harris ) SS:

On the 27 day of December in the year 2012 before me, the undersigned, personally appeared Lisa A. Sedgwick, the RET Manager of WCP WIRELESS LEASE SUBSIDIARY, LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the Memorandum of Restated First Amendment of Purchase and Sale of Lease and Successor Lease and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned.

(seal)



*K. Angulo*  
Notary Public

**MYUNG LIM PARK AND DO SUN PARK,**  
individuals

By: *Myung Lim Park / Do Sun Park*  
Name: Myung Lim Park / Do Sun Park  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF WA )  
COUNTY OF Benton ) SS:

On the 1 day of Feb in the year 2013 before me, the undersigned, personally appeared **MYUNG LIM PARK** and **DO SUN PARK**, both personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the Memorandum of Restated First Amendment of Purchase and Sale of Lease and Successor Lease and acknowledged to me that each of them executed the same on their own behalf and that such individual made such appearance before the undersigned.

(seal)



*Monica Smith*  
Notary Public

**EXHIBIT A - THE LEASE AND THE PROPERTY**

That certain LEASE AGREEMENT dated August 26, 2004, by and between MYUNG LIM PARK and DO SUN PARK as successor in interest to HMGA Associates acting on behalf of Samuel E. Allen, Anita M. Allen, Trevor A. Allen, Orville M. Rice, Jane V. Rice, David G. Heald and Betty A. Heald, whose address is 1515 George Washington Way, Richland, WA 99354 and Cingular Wireless, LLC, whose address is 2445-140<sup>th</sup> Avenue, NE, Suite 202, Bellevue, WA 98005, for the property located at 1515 George Washington Way, Richland, WA 99354.

That portion of Lots 3 and 6, Block 732, PLAT OF RICHLAND, according to the Plat thereof recorded in Volumes 6 and 7 of Plats, records of Benton County, Washington, described as follows:

Commencing at the Northeast corner of Lot 7 of said Plat of Richland, also being the point of intersection of the West margin of George Washington Way and the South margin of Van Giesen Street; then South 01°05'48" East 225.00 feet along said West margin to the True Point of Beginning; thence continuing South 01°05'48" East 535.00 feet along said West margin to the point of intersection of said West margin with the North margin of Torbett Street;

Thence South 88°54'12" West 217.00 feet along said North margin;

Thence North 01°05'48" West 115.00 feet;

Thence South 88°54'12" West 254.50 feet;

Thence North 01°05'48" West 527.45 feet;

Thence North 89°12'04" East 212.50 feet;

Thence South 01°05'48" East 105.00 feet;

Thence North 89°12'04" East 259.00 feet to the True Point of Beginning.



**AFTER RECORDING RETURN TO:**  
**NORTH AMERICAN TITLE**  
**2200 Post Oak Blvd., Suite 100**  
**Houston, TX 77056**  
**Attn: Tania Baez**

THIS DOCUMENT WAS PREPARED BY:  
WIRELESS CAPITAL PARTNERS, LLC  
11900 Olympic Boulevard, Suite 400  
Los Angeles, CA 90064  
Attn: Title Dept.  
WCP #: 82275

---

DOCUMENT TITLE: MEMORANDUM OF PURCHASE AND SALE OF  
LEASE AND SUCCESSOR LEASE

GRANTOR/LESSOR: MYUNG LIM AND DO SUN PARK

GRANTEE/LESSEE: WIRELESS CAPITAL PARTNERS, LLC, a Delaware  
limited liability company

BRIEF LEGAL DESCRIPTION: Lots 3 & 6, Blk 732 POR  
Full legal is on Page 7 of the document

PROPERTY ADDRESS: 1515 George Washington Way, Richland, WA 99354

TAX ACCOUNT #: 1-0298-302-0732-045

PREPARED BY AND  
WHEN RECORDED MAIL TO:

WIRELESS CAPITAL PARTNERS, LLC  
11900 W. Olympic Blvd., Suite 400  
Los Angeles, California 90064  
Attn: Title Department  
WCP#: 82275

---

MEMORANDUM OF PURCHASE AND SALE OF LEASE  
AND SUCCESSOR LEASE

This Memorandum of Purchase and Sale of Lease and Successor Lease (this "Memorandum") is made as of 2/14/08 between MYUNG LIM AND DO SUN PARK ("Landlord"), and WIRELESS CAPITAL PARTNERS, LLC, a Delaware limited liability company ("WCP").

A. Landlord, as successor in interest to Joo and Yun Kim, Husband and Wife, as lessor, and Clearwire LLC, a limited liability company, as lessee ("Tenant"), are parties to that certain lease dated as of June 17, 2005, (the "Lease"), with respect to the premises described on Exhibit A attached hereto (the "Premises").

B. Landlord and WCP are parties to a Purchase and Sale of Lease and Successor Lease dated on or about the date hereof (the "Agreement"), pursuant to which Landlord has, among other things, sold and assigned to WCP its right, title and interest in and to the Lease. The parties hereto desire to execute this Memorandum to provide constructive notice of the existence of the Lease and the Agreement, and of WCP's rights under the Agreement including the easement granted therein.

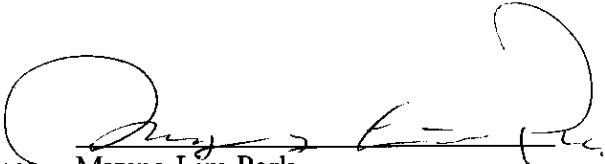
For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto acknowledge and/or agree as follows:


Landlord has sold and assigned and hereby does sell and assign all of its right, title and interest in and to the Lease to WCP, on the terms and subject to the conditions set forth in the Agreement. The Lease expires by its terms on or about July 31, 2010 and contains Five (5) option(s) to renew or extend the term for an additional period of Five (5) years each. Landlord has leased and hereby does lease the Premises to WCP, on the terms and subject to the conditions set forth in the Agreement. The successor lease is for a term commencing upon the expiration or termination of the Lease and ending on February 29, 2048. Landlord has retained all of Landlord's obligations and liabilities under the Lease.



The terms and conditions of the Lease and the Agreement are hereby incorporated herein by reference as if set forth herein in full. Copies of the Lease and the Agreement are maintained by WCP at the address of WCP above and are available to interested parties upon request. This Memorandum has been duly executed by the undersigned as of the date first written above.

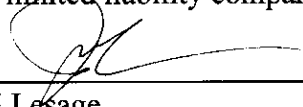
Landlord:

By:   
Name: Myung Lim Park

By:   
Name: Do Sun Park

WCP:

WIRELESS CAPITAL PARTNERS, LLC,  
a Delaware limited liability company

By:   
Name: Joni Lesage  
Its: Chief Financial Officer

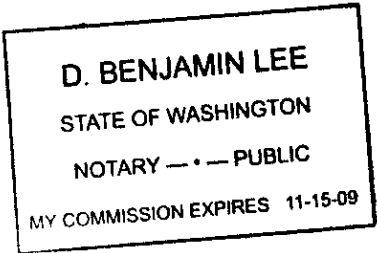
**[NOTE: ALL SIGNATURES MUST BE PROPERLY NOTARIZED]**

**ALL-PURPOSE ACKNOWLEDGMENT**

State of Washington }  
County of King } ss.

On 2/13/08 before me, D. Benjamin Lee, Notary Public  
Date Name and Title of Officer (e.g., "Jané Doe, Notary Public")

personally appeared Mary L. Park  
Name(s) of Signer(s)



personally known to me  
 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.

WITNESS my hand and official seal.

D. Benjamin Lee  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

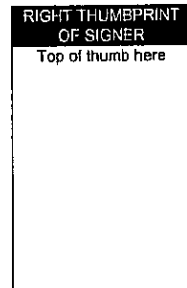
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



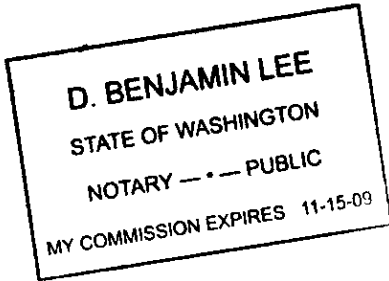
**ALL-PURPOSE ACKNOWLEDGMENT**

State of Washington }  
County of King } ss.

On 2/13/08 before me, D. Benjamin Lee, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Do San Park  
Name(s) of Signer(s)

personally known to me  
 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.

WITNESS my hand and official seal.

D. Benjamin Lee  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

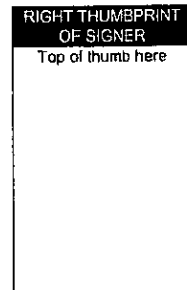
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



**ALL-PURPOSE ACKNOWLEDGMENT**

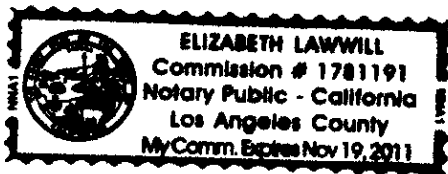
State of **CALIFORNIA**  
 County of **LOS ANGELES**

} ss.

On February 14, 2008 before me, Elizabeth Lawwill, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Joni LeSage  
Name(s) of Signer(s)

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 behalf of which the person(s) 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.

Elizabeth Lawwill  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
 OF SIGNER  
 Top of thumb here

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
 OF SIGNER  
 Top of thumb here

SCHEDULE A

LEASE DESCRIPTION  
AND  
LEGAL DESCRIPTION

That certain LEASE AGREEMENT dated June 17, 2005, by and between MYUNG LIM AND DO SUN PARK as successor in interest to Joo and Yun Kim, Husband and Wife, whose address is 1515 George Washington Way, Richland, WA 99354 ("Landlord") and Clearwire LLC, a limited liability company ("Tenant"), whose address is 5808 Lake Washington Blvd NE, Suite 300, Kirkland, WA, 98033, for the property located at 1515 George Washington Way, Richland, WA 99354

The Legal Description is as follows:

-----  
That portion of Lots 3 and 6, Block 732, PLAT OF RICHLAND, according to the Plat thereof recorded in Volumes 6 and 7 of Plats, records of Benton County, Washington, described as follows:

Commencing at the Northeast corner of Lot 7 of said Plat of Richland, also being the point of intersection of the West margin of George Washington Way and the South margin of Van Giesen Street;  
thence South 01°05'48" East 225.00 feet along said West margin to the True Point of Beginning;  
thence continuing South 01°05'48" East 535.00 feet along said West margin to the point of intersection of said West margin with the North margin of Torbett Street;  
thence South 88°54'12" West 217.00 feet along said North margin;  
thence North 01°05'48" West 115.00 feet;  
thence South 88°54'12" West 254.50 feet;  
thence North 01°05'48" West 527.45 feet;  
thence North 89°12'04" East 212.50 feet;  
thence South 01°05'48" East 105.00 feet;  
thence North 89°12'04" East 259.00 feet to the True Point of Beginning.

**AFTER RECORDING RETURN TO:**

Crown Castle  
1220 Augusta Dr.  
Ste. 500  
Houston, TX. 77057

**THIS DOCUMENT WAS PREPARED  
OUT OF STATE BY:**

Janna Charlton Webber  
Charlton Webber, PLLC  
2525 Robinhood, Suite 1100  
Houston, Texas 77005  
713-505-1065

---

**DOCUMENT NAME:** MEMORANDUM OF RESTATED FIRST AMENDMENT OF  
PURCHASE AND SALE OF LEASE AND SUCCESSOR  
LEASE (Clearwire)

**LANDLORD:** MYUNG LIM PARK and DO SUN PARK, individuals

**TENANT:** WCP WIRELESS LEASE SUBSIDIARY, LLC,  
a Delaware limited liability company

**TAX ACCOUNT #:** 1-0298-302-0732-045

**BRIEF LEGAL DESCRIPTION:** LOT 3 & 6, BLK 732 POR  
Full legal is on page 7 of the document

**PROPERTY ADDRESS:** 1515 GEORGE WASHINGTON WAY, RICHLAND, WA 99354

**CROSS REFERENCE:** Recorded: 4/1/08 Instrument No. 2008-009032  
Recorded: 2/27/08 Instrument No. 2008-005135

---

Site Name: Park Sprint  
BU#: 852175

---

**MEMORANDUM OF RESTATED FIRST AMENDMENT OF PURCHASE AND SALE  
OF LEASE AND SUCCESSOR LEASE**  
(Clearwire)

THIS MEMORANDUM OF RESTATED FIRST AMENDMENT OF PURCHASE AND SALE OF LEASE AND SUCCESSOR LEASE (this "**Memorandum**") is made effective as of the ~~27th~~ day of December 2012 (the "**Effective Date**") by and between WCP WIRELESS LEASE SUBSIDIARY, LLC, a Delaware limited liability company ("**Tenant**") and MYUNG LIM PARK AND DO SUN PARK, individuals (together, the "**Landlord**").

**RECITALS**

A. Landlord and Assignor's predecessor in interest, Wireless Capital Partners, LLC ("**WCP**"), entered into that certain Purchase and Sale of Lease and Successor Lease dated as of February 14, 2008 (as amended, modified and assigned, the "**Agreement**") with respect to that certain lease described on Exhibit A attached hereto (the "**Lease**"), a memorandum of the Agreement was recorded in the Benton County Recorder's Office on February 27, 2008, as Instrument No. 2008-005135. All initially capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

B. WCP assigned all of its right, title and interest in and to the Agreement to Assignor pursuant to a Master Purchase and Sale Agreement dated June 30, 2006, and an Assignment dated February 28, 2008, a memorandum of which was recorded in Benton County, Washington on April 1, 2008 as Instrument Number 2008-009032.

C. Landlord is the current fee owner of the real property of which the Premises is a part.

D. Tenant and Landlord desire to provide notice of terms of the amendment to the Agreement on the terms and conditions set forth herein.

**MEMORANDUM**

NOW THEREFORE, the parties provide notice of the following:

1. Recitals. The recitals above are true and correct and are incorporated herein by reference.

Site Name: Park Sprint  
BU#: 852175

2. Reversion Date. The Reversion Date was extended by forty (40) years to March 1, 2088 (the "New Reversion Date"). All references in the Agreement to the Reversion Date shall mean and refer to the New Reversion Date.

3. Lien Extended. Landlord and Tenant agreed that the extension of the Reversion Date would in no manner affect or impair the lien created by the Agreement and that the lien shall include and apply to the term of the Agreement as extended.

4. Remainder of Agreement Unaffected. This is merely a memorandum of the amendment to the Agreement and to the extent there is a conflict between the terms and conditions of the Agreement as amended and this Memorandum, the Agreement, as amended, shall control.

5. Counterparts. This Memorandum may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

*[Remainder of Page Left Intentionally Left Blank; Signature Page Follows]*



IN WITNESS WHEREOF, the parties have executed this Memorandum as of the Effective Date.

**WCP WIRELESS LEASE SUBSIDIARY, LLC,**  
a Delaware limited liability company

By: *[Signature]*  
Name: Lisa A. Sedgwick  
Title: RET Manager

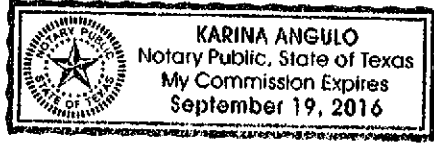
**ACKNOWLEDGMENT**

STATE OF Texas )  
COUNTY OF Harris ) SS:

On the 27 day of December in the year 2012, before me, the undersigned, personally appeared Lisa A. Sedgwick, the RET Manager of WCP WIRELESS LEASE SUBSIDIARY, LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the Memorandum of Restated First Amendment of Purchase and Sale of Lease and Successor Lease and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned.

(seal)

*[Signature]*  
Notary Public



**MYUNG LIM PARK AND DO SUN PARK,**  
individuals

By: *Myung Lim Park / Do Sun Park*  
Name: Myung Lim Park / Do Sun Park  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF WA )  
COUNTY OF Benton )SS:

On the 1 day of Feb in the year 2013, before me, the undersigned, personally appeared **MYUNG LIM PARK** and **DO SUN PARK**, both personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the Memorandum of Restated First Amendment of Purchase and Sale of Lease and Successor Lease and acknowledged to me that each of them executed the same on their own behalf and that such individual made such appearance before the undersigned.

(seal)



*Monica Smith*  
Notary Public

**EXHIBIT A - THE LEASE AND THE PROPERTY**

That certain LEASE AGREEMENT dated June 17, 2005, by and between MYUNG LIM PARK and DO SUN PARK as successor in interest to Joo B. Kim and Yun S. Kim, whose address is 1515 George Washington Way, Richland, WA 99354 and Clearwire LLC, whose address is 5808 Lake Washington Blvd. NE, Suite 300, Kirkland, WA 98033, for the property located at 1515 George Washington Way, Richland, WA 99354.

That portion of Lots 3 and 6, Block 732, PLAT OF RICHLAND, according to the Plat thereof recorded in Volumes 6 and 7 of Plats, records of Benton County, Washington, described as follows:

Commencing at the Northeast corner of Lot 7 of said Plat of Richland, also being the point of intersection of the West margin of George Washington Way and the South margin of Van Giesen Street; then South 01°05'48" East 225.00 feet along said West margin to the True Point of Beginning; thence continuing South 01°05'48" East 535.00 feet along said West margin to the point of intersection of said West margin with the North margin of Torbett Street;  
Thence South 88°54'12" West 217.00 feet along said North margin;  
Thence North 01°05'48" West 115.00 feet;  
Thence South 88°54'12" West 254.50 feet;  
Thence North 01°05'48" West 527.45 feet;  
Thence North 89°12'04" East 212.50 feet;  
Thence South 01°05'48" East 105.00 feet;  
Thence North 89°12'04" East 259.00 feet to the True Point of Beginning.



**AFTER RECORDING RETURN TO:**  
**NORTH AMERICAN TITLE**  
**2200 Post Oak Blvd., Suite 100**  
**Houston, TX 77056**  
**Attn: Tania Baez**

THIS DOCUMENT WAS PREPARED BY:  
WCP WIRELESS LEASE SUBSIDIARY, LLC  
11900 Olympic Boulevard, Suite 400  
Los Angeles, CA 90064  
Attn: Title Dept.  
WCP #: 82275

---

DOCUMENT TITLE: MEMORANDUM OF ASSIGNMENT

GRANTOR/LESSOR: WIRELESS CAPITAL PARTNERS, LLC, a Delaware limited liability company

GRANTEE/LESSEE: WCP WIRELESS LEASE SUBSIDIARY, LLC, a Delaware limited liability company

BRIEF LEGAL DESCRIPTION: Lots 3 & 6, Blk 732 POR  
Full legal is on Page 11 of the document

PROPERTY ADDRESS: 1515 George Washington Way, Richland, WA 99354

TAX ACCOUNT #: 1-0298-302-0732-045

CROSS REFERENCE: Recorded February 27, 2008, Doc. No. 2008-005135

PREPARED BY

WCP WIRELESS LEASE SUBSIDIARY, LLC  
11900 W Olympic Blvd, Ste 400  
Los Angeles, CA 90064  
Attn: Title Dept.  
WCP #82275

### MEMORANDUM OF ASSIGNMENT

This MEMORANDUM OF ASSIGNMENT (this "Memorandum") is made as of February 28, 2008 between **Wireless Capital Partners, LLC**, a Delaware limited liability company ("Assignor"), whose address is 11900 W Olympic Blvd, Ste 400, Los Angeles, CA 90064 and **WCP Wireless Lease Subsidiary, LLC**, a Delaware limited liability company ("Assignee") whose address is 11900 W Olympic Blvd, Ste 400, Los Angeles, CA 90064.

1. Assignor and Myung Lim and Do Sun Park, Individual, as Landlord, are parties to a Purchase and Sale of Lease and Successor Lease dated February 14, 2008 (the "Agreement"), a memorandum of which was recorded on approximately February 20, 2008, in the form attached hereto as Exhibit "A", in the office of the county recording office of Benton County, State of WA (in Book \_ on Page \_).  
*\*Recorded February 27, 2008, Doc. No. 2008-005135.*

2. Pursuant to a Master Purchase and Sale Agreement ("Master Agreement") dated June 30, 2006 and an Assignment dated February 28, 2008 (the "Assignment"), Assignor has sold, transferred and assigned all of its right, title and interest in and to the Agreement and the subject matter thereof including, without limitation, all amounts due and payable thereunder, to Assignee. The parties hereto desire to execute this Memorandum to provide constructive notice of the existence of the Master Agreement and the Assignment, and of Assignee's rights thereunder.

3. The terms and conditions of the Master Agreement and the Assignment are incorporated herein by reference as if set forth herein in full. Copies of the Master Agreement, the Assignment and the Agreement are maintained by Assignee at its offices set forth above.

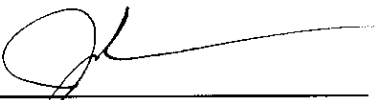
IN WITNESS WHEREOF, this Memorandum of Assignment has been signed and delivered as of February 28, 2008.

ASSIGNOR:

ASSIGNEE:

**WIRELESS CAPITAL PARTNERS, LLC,  
a Delaware limited liability company**

**WCP WIRELESS LEASE  
SUBSIDIARY, LLC, a Delaware  
limited liability company**

By:   
Name: Joni LeSage  
Title: Chief Financial Officer

By:   
Name: Joni LeSage  
Title: Authorized Signatory

**ALL-PURPOSE ACKNOWLEDGMENT**

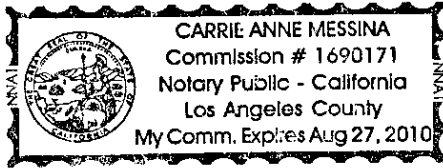
State of **CALIFORNIA**  
County of **LOS ANGELES**

} ss.

On 2/20, 2008 before me, Carrie Anne Messina, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Joni LeSage  
Name(s) of Signer(s)

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 behalf of which the person(s) 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.

*Carrie Anne Messina*  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: : \_\_\_\_\_



**ALL-PURPOSE ACKNOWLEDGMENT**

State of **CALIFORNIA** }  
County of **LOS ANGELES** } SS.

On 2/20, 2008 before me, Carrie Anne Messina, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Joni LeSage  
Name(s) of Signer(s)

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 behalf of which the person(s) 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.  
*Carrie Anne Messina*  
Signature of Notary Public

**OPTIONAL**  
*Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: : \_\_\_\_\_





PREPARED BY AND  
WHEN RECORDED MAIL TO:

WIRELESS CAPITAL PARTNERS, LLC  
11900 W. Olympic Blvd., Suite 400  
Los Angeles, California 90064  
Attn: Title Department  
WCP#: 82275

"Exhibit A"

---

MEMORANDUM OF PURCHASE AND SALE OF LEASE  
AND SUCCESSOR LEASE

This Memorandum of Purchase and Sale of Lease and Successor Lease (this "Memorandum") is made as of 2/14/08 between MYUNG LIM AND DO SUN PARK ("Landlord"), and WIRELESS CAPITAL PARTNERS, LLC, a Delaware limited liability company ("WCP").

A. Landlord, as successor in interest to Joo and Yun Kim, Husband and Wife, as lessor, and Clearwire LLC, a limited liability company, as lessee ("Tenant"), are parties to that certain lease dated as of June 17, 2005, (the "Lease"), with respect to the premises described on Exhibit A attached hereto (the "Premises").


B. Landlord and WCP are parties to a Purchase and Sale of Lease and Successor Lease dated on or about the date hereof (the "Agreement"), pursuant to which Landlord has, among other things, sold and assigned to WCP its right, title and interest in and to the Lease. The parties hereto desire to execute this Memorandum to provide constructive notice of the existence of the Lease and the Agreement, and of WCP's rights under the Agreement including the easement granted therein.

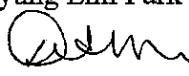
For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto acknowledge and/or agree as follows:

Landlord has sold and assigned and hereby does sell and assign all of its right, title and interest in and to the Lease to WCP, on the terms and subject to the conditions set forth in the Agreement. The Lease expires by its terms on or about July 31, 2010 and contains Five (5) option(s) to renew or extend the term for an additional period of Five (5) years each. Landlord has leased and hereby does lease the Premises to WCP, on the terms and subject to the conditions set forth in the Agreement. The successor lease is for a term commencing upon the expiration or termination of the Lease and ending on February 29, 2048. Landlord has retained all of Landlord's obligations and liabilities under the Lease.

The terms and conditions of the Lease and the Agreement are hereby incorporated herein by reference as if set forth herein in full. Copies of the Lease and the Agreement are maintained by WCP at the address of WCP above and are available to interested parties upon request. This Memorandum has been duly executed by the undersigned as of the date first written above.

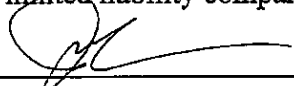
Landlord:

By:   
Name: Myung Lim Park

By:   
Name: Do Sun Park

WCP:

WIRELESS CAPITAL PARTNERS, LLC,  
a Delaware limited liability company

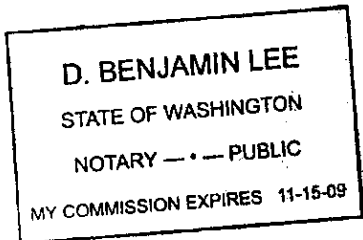
By:   
Name: Joni Lesage  
Its: Chief Financial Officer

**[NOTE: ALL SIGNATURES MUST BE PROPERLY NOTARIZED]**

**ALL-PURPOSE ACKNOWLEDGMENT**

State of Washington }  
County of King } ss.

On 2/13/08 before me, D. Benjamin Lee, Notary Public  
Date Name and Title of Officer (e.g., "Janis Doe, Notary Public")  
personally appeared Myung L. Park  
Name(s) of Signer(s)



personally known to me  
 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.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

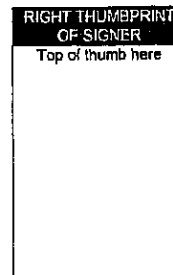
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer - Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



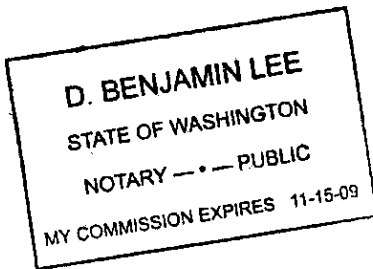
### ALL-PURPOSE ACKNOWLEDGMENT

State of Washington }  
County of King } ss.

On 2/13/08 before me, D. Benjamin Lee, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Do Sun Park  
Name(s) of Signer(s)

personally known to me  
 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.

WITNESS my hand and official seal.

D. Benjamin Lee  
Signature of Notary Public

#### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.*

#### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

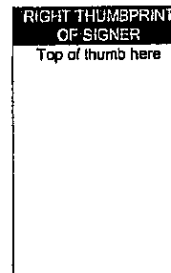
Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer -- Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



**ALL-PURPOSE ACKNOWLEDGMENT**

State of CALIFORNIA  
County of LOS ANGELES

} SS.

On February 14, 2008 before me, Elizabeth Lawwill, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Joni LeSage  
Name(s) of Signer(s)

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 behalf of which the person(s) 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.

*Elizabeth Lawwill*  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

RIGHT THUMBPRINT

OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

RIGHT THUMBPRINT

OF SIGNER  
Top of thumb here

SCHEDULE A

LEASE DESCRIPTION  
AND  
LEGAL DESCRIPTION

That portion of Lots 3 and 6, Block 732, PLAT OF RICHLAND, according to the Plat thereof recorded in Volumes 6 and 7 of Plats, records of Benton County, Washington, described as follows:

Commencing at the Northeast corner of Lot 7 of said Plat of Richland, also being the point of intersection of the West margin of George Washington Way and the South margin of Van Giesen Street;  
thence South 01°05'48" East 225.00 feet along said West margin to the True Point of Beginning;  
thence continuing South 01°05'48" East 535.00 feet along said West margin to the point of intersection of said West margin with the North margin of Torbelt Street;  
thence South 88°54'12" West 217.00 feet along said North margin;  
thence North 01°05'48" West 115.00 feet;  
thence South 88°54'12" West 254.50 feet;  
thence North 01°05'48" West 527.45 feet;  
thence North 89°12'04" East 212.50 feet;  
thence South 01°05'48" East 105.00 feet;  
thence North 89°12'04" East 259.00 feet to the True Point of Beginning.



**AFTER RECORDING RETURN TO:**  
**NORTH AMERICAN TITLE**  
**2200 Post Oak Blvd., Suite 100**  
**Houston, TX 77056**  
**Attn: Tania Baez**

THIS DOCUMENT WAS PREPARED BY:  
WCP WIRELESS LEASE SUBSIDIARY, LLC  
11900 Olympic Boulevard, Suite 400  
Los Angeles, CA 90064  
Attn: Title Dept.  
WCP #: 82179

---

DOCUMENT TITLE: MEMORANDUM OF ASSIGNMENT

GRANTOR/LESSOR: WIRELESS CAPITAL PARTNERS, LLC, a Delaware  
limited liability company

GRANTEE/LESSEE: WCP WIRELESS LEASE SUBSIDIARY, LLC, a Delaware  
limited liability company

BRIEF LEGAL DESCRIPTION: Lots 3 & 6, BLK 732 POR  
Full legal is on Page 6 of the document

PROPERTY ADDRESS: 1515 George Washington Way, Richland, WA 99354

TAX ACCOUNT #: 1-0298-302-0732-045

CROSS REFERENCE: Recorded November 28, 2007, Doc. No. 2007-038579

PREPARED BY

WCP WIRELESS LEASE SUBSIDIARY, LLC  
11900 W Olympic Blvd, Ste 400  
Los Angeles, CA 90064  
Attn: Title Dept.  
WCP #82179

### MEMORANDUM OF ASSIGNMENT

This MEMORANDUM OF ASSIGNMENT (this "Memorandum") is made as of November 21, 2007 between **Wireless Capital Partners, LLC**, a Delaware limited liability company ("Assignor"), whose address is 11900 W Olympic Blvd, Ste 400, Los Angeles, CA 90064 and **WCP Wireless Lease Subsidiary, LLC**, a Delaware limited liability company ("Assignee") whose address is 11900 W Olympic Blvd, Ste 400, Los Angeles, CA 90064.

1. Assignor and Myung Lim and Do Sun Park, Individual, as Landlord, are parties to a Purchase and Sale of Lease and Successor Lease dated November 9, 2007 (the "Agreement"), a memorandum of which was recorded on approximately November 12, 2007, in the form attached hereto as Exhibit "A", in the office of the county recording office of Benton County, State of WA (in Book \_ on Page \_).

\*Recorded November 28, 2007, Doc No. 2007-038579.

2. Pursuant to a Master Purchase and Sale Agreement ("Master Agreement") dated June 30, 2006 and an Assignment dated November 21, 2007 (the "Assignment"), Assignor has sold, transferred and assigned all of its right, title and interest in and to the Agreement and the subject matter thereof including, without limitation, all amounts due and payable thereunder, to Assignee. The parties hereto desire to execute this Memorandum to provide constructive notice of the existence of the Master Agreement and the Assignment, and of Assignee's rights thereunder.

3. The terms and conditions of the Master Agreement and the Assignment are incorporated herein by reference as if set forth herein in full. Copies of the Master Agreement, the Assignment and the Agreement are maintained by Assignee at its offices set forth above.



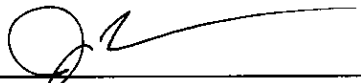
IN WITNESS WHEREOF, this Memorandum of Assignment has been signed and delivered as of November 21, 2007.

ASSIGNOR:

ASSIGNEE:

**WIRELESS CAPITAL PARTNERS, LLC,  
a Delaware limited liability company**

**WCP WIRELESS LEASE  
SUBSIDIARY, LLC, a Delaware  
limited liability company**

By:   
Name: Joni LeSage  
Title: Treasurer

By:   
Name: Joni LeSage  
Title: Authorized Signatory

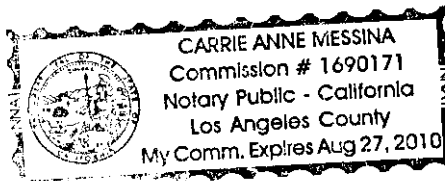
**ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Los Angeles } ss.

On 11/12/07 before me, Carrie Anne Messina  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Joni LeSage  
Name(s) of Signer(s)

- personally known to me
- 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.

WITNESS my hand and official seal.

*Carrie Anne Messina*  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

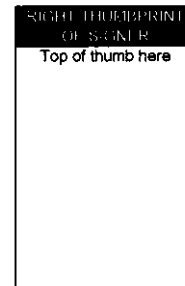
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer -- Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



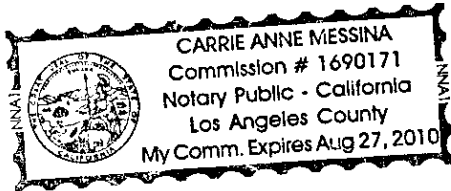
**ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Los Angeles } ss.

On 11/12/07 before me, Carrie Anne Messina  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Joni LeSage  
Name(s) of Signer(s)

- personally known to me
- 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.

WITNESS my hand and official seal.

*Carrie Anne Messina*  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

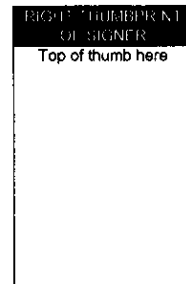
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



### LEGAL DESCRIPTION

That portion of Lots 3 and 6, Block 732, PLAT OF RICHLAND, according to the Plat thereof recorded in Volumes 6 and 7 of Plats, records of Benton County, Washington, described as follows:

Commencing at the Northeast corner of Lot 7 of said Plat of Richland, also being the point of intersection of the West margin of George Washington Way and the South margin of Van Giesen Street;  
thence South  $01^{\circ}05'48''$  East 225.00 feet along said West margin to the True Point of Beginning;  
thence continuing South  $01^{\circ}05'48''$  East 535.00 feet along said West margin to the point of intersection of said West margin with the North margin of Torbett Street;  
thence South  $88^{\circ}54'12''$  West 217.00 feet along said North margin;  
thence North  $01^{\circ}05'48''$  West 115.00 feet;  
thence South  $88^{\circ}54'12''$  West 254.50 feet;  
thence North  $01^{\circ}05'48''$  West 527.45 feet;  
thence North  $89^{\circ}12'04''$  East 212.50 feet;  
thence South  $01^{\circ}05'48''$  East 105.00 feet;  
thence North  $89^{\circ}12'04''$  East 259.00 feet to the True Point of Beginning.

**AFTER RECORDING RETURN TO:**  
**NORTH AMERICAN TITLE**  
**2200 Post Oak Blvd., Suite 100**  
**Houston, TX 77056**  
**Attn: Tania Baez**

THIS DOCUMENT WAS PREPARED BY:  
WCP WIRELESS LEASE SUBSIDIARY, LLC  
11900 Olympic Boulevard, Suite 400  
Los Angeles, CA 90064  
Attn: Title Dept.  
WCP #: 82123

---

DOCUMENT TITLE: MEMORANDUM OF PURCHASE AND SALE OF  
LEASE AND SUCCESSOR LEASE

GRANTOR/LESSOR: MYUNG LIM PARK AND DO SUN PARK

GRANTEE/LESSEE: WIRELESS CAPITAL PARTNERS, LLC, a Delaware  
limited liability company

BRIEF LEGAL DESCRIPTION: LOTS 3 & 6, BLK 732 POR  
Full legal is on Page 7 of the document

PROPERTY ADDRESS: 1515 GEORGE WASHINGTON WAY, RICHLAND, WA

TAX ACCOUNT #: 1-0298-302-0732-045

PREPARED BY AND  
WHEN RECORDED MAIL TO:

WIRELESS CAPITAL PARTNERS, LLC  
11900 W. Olympic Blvd., Suite 400  
Los Angeles, California 90064  
Attn: Title Department  
WCP#: 82123

MEMORANDUM OF PURCHASE AND SALE OF LEASE  
AND SUCCESSOR LEASE

This Memorandum of Purchase and Sale of Lease and Successor Lease (this "Memorandum") is made as of 11/9/07 between MYUNG LIM PARK AND DO SUN PARK ("Landlord"), and WIRELESS CAPITAL PARTNERS, LLC, a Delaware limited liability company ("WCP").

A. Landlord, as successor in interest to Joo B. Kim and Yun S. Kim, as lessor, and Washington Oregon Wireless Properties LLC, as lessee ("Tenant"), are parties to that certain lease dated as of August 26, 2004, (the "Lease"), with respect to the premises described on Exhibit A attached hereto (the "Premises").

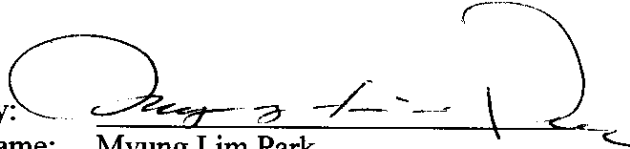
B. Landlord and WCP are parties to a Purchase and Sale of Lease and Successor Lease dated on or about the date hereof (the "Agreement"), pursuant to which Landlord has, among other things, sold and assigned to WCP its right, title and interest in and to the Lease. The parties hereto desire to execute this Memorandum to provide constructive notice of the existence of the Lease and the Agreement, and of WCP's rights under the Agreement including the easement granted therein.

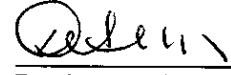
For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto acknowledge and/or agree as follows:

Landlord has sold and assigned and hereby does sell and assign all of its right, title and interest in and to the Lease to WCP, on the terms and subject to the conditions set forth in the Agreement. The Lease expires by its terms on or about August 31, 2010 and contains Five (5) option(s) to renew or extend the term for an additional period of Five (5) years each. Landlord has leased and hereby does lease the Premises to WCP, on the terms and subject to the conditions set forth in the Agreement. The successor lease is for a term commencing upon the expiration or termination of the Lease and ending on November 30, 2047. Landlord has retained all of Landlord's obligations and liabilities under the Lease.

The terms and conditions of the Lease and the Agreement are hereby incorporated herein by reference as if set forth herein in full. Copies of the Lease and the Agreement are maintained by WCP at the address of WCP above and are available to interested parties upon request. This Memorandum has been duly executed by the undersigned as of the date first written above.


Landlord:

By:   
Name: Myung Lim Park

By:   
Name: Do Sun Park

WCP:

WIRELESS CAPITAL PARTNERS, LLC,  
a Delaware limited liability company

By:   
Name: ~~Joni Lesage~~ KEITH ORNICKON  
Its: Treasurer  
SENIOR VICE PRESIDENT OF OPERATIONS

[NOTE: ALL SIGNATURES MUST BE PROPERLY NOTARIZED]



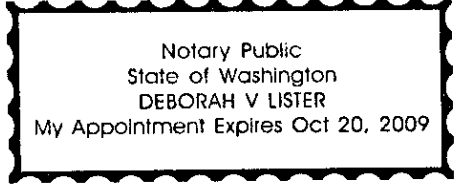
**ALL-PURPOSE ACKNOWLEDGMENT**

State of Washington }  
County of King } ss.

On Nov 8, 2007 before me, Deborah V. Lister, Notary Public  
Date Name and Title of Office (e.g., "Jane Doe, Notary Public")

personally appeared Myung Jim Park  
Name(s) of Signer(s)

personally known to me  
 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.

WITNESS my hand and official seal.  
Deborah V. Lister  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

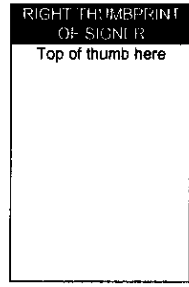
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_







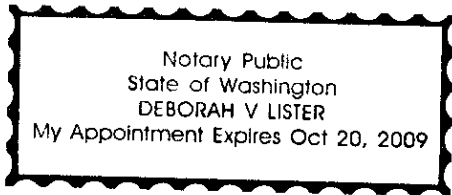
**ALL-PURPOSE ACKNOWLEDGMENT**

State of Washington }  
County of King } ss.

On Nov 8 2007 before me, Deborah V. Lister, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Do Sun Park  
Name(s) of Signer(s)

- personally known to me
- 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.

WITNESS my hand and official seal.

Deborah V. Lister  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

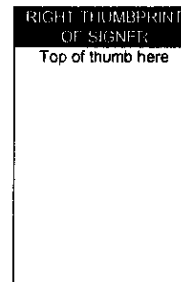
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_





### ALL-PURPOSE ACKNOWLEDGMENT

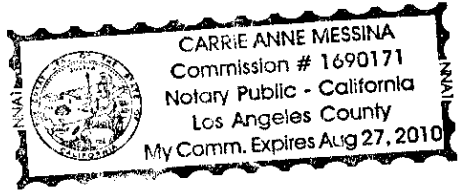
State of California  
County of Los Angeles

} SS.

On 11/9/2007 before me, Carrie Anne Messina  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Keith Drucker  
Name(s) of Signer(s)

personally known to me  
 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.

WITNESS my hand and official seal.  
*Carrie Anne Messina*  
Signature of Notary Public

-----**OPTIONAL**-----  
*Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.*

#### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

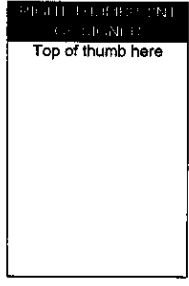
Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



SCHEDULE A

LEASE DESCRIPTION  
AND  
LEGAL DESCRIPTION

That certain LEASE AGREEMENT dated August 26, 2004, by and between MYUNG LIM PARK AND DO SUN PARK as successor in interest to Joo B. Kim and Yun S. Kim, whose address is 1515 George Washington Way, Richland, WA 99354 ("Landlord") and Washington Oregon Wireless Properties, LLC "Tenant", whose address is 4000 W. 114th, Suite 220, Leawood, KS, 66211, for the property located at 1515 George Washington Way, Richland, WA 99354.

The Legal Description is as follows:

**That portion of Lots 3 and 6, Block 732, PLAT OF RICHLAND, according to the Plat thereof recorded in Volumes 6 and 7 of Plats, records of Benton County, Washington, described as follows:**

**Commencing at the Northeast corner of Lot 7 of said Plat of Richland, also being the point of intersection of the West margin of George Washington Way and the South margin of Van Giesen Street;  
thence South 01°05'48" East 225.00 feet along said West margin to the True Point of Beginning;  
thence continuing South 01°05'48" East 535.00 feet along said West margin to the point of intersection of said West margin with the North margin of Torbett Street;  
thence South 88°54'12" West 217.00 feet along said North margin;  
thence North 01°05'48" West 115.00 feet;  
thence South 88°54'12" West 254.50 feet;  
thence North 01°05'48" West 527.45 feet;  
thence North 89°12'04" East 212.50 feet;  
thence South 01°05'48" East 105.00 feet;  
thence North 89°12'04" East 259.00 feet to the True Point of Beginning.**



**AFTER RECORDING RETURN TO:  
NORTH AMERICAN TITLE  
2200 Post Oak Blvd., Suite 100  
Houston, TX 77056  
Attn: Tania Baez**

THIS DOCUMENT WAS PREPARED BY:  
WCP WIRELESS LEASE SUBSIDIARY, LLC  
11900 Olympic Boulevard, Suite 400  
Los Angeles, CA 90064  
Attn: Title Dept.  
WCP #: 82123

---

DOCUMENT TITLE: MEMORANDUM OF ASSIGNMENT

GRANTOR/LESSOR: WIRELESS CAPITAL PARTNERS, LLC, a Delaware limited liability company

GRANTEE/LESSEE: WCP WIRELESS LEASE SUBSIDIARY, LLC, a Delaware limited liability company

BRIEF LEGAL DESCRIPTION: Lots 3 & 6, BLK 732 POR  
Full legal is on Page 6 of the document

PROPERTY ADDRESS: 1515 George Washington Way, Richland, WA 99354

TAX ACCOUNT #: 1-0298-302-0732-045

CROSS REFERENCE: Recorded November 28, 2007, Doc. No. 2007-038580

PREPARED BY

WCP WIRELESS LEASE SUBSIDIARY, LLC  
11900 W Olympic Blvd, Ste 400  
Los Angeles, CA 90064  
Attn: Title Dept.  
WCP #82123

### MEMORANDUM OF ASSIGNMENT

This MEMORANDUM OF ASSIGNMENT (this "Memorandum") is made as of November 21, 2007 between **Wireless Capital Partners, LLC**, a Delaware limited liability company ("Assignor"), whose address is 11900 W Olympic Blvd, Ste 400, Los Angeles, CA 90064 and **WCP Wireless Lease Subsidiary, LLC**, a Delaware limited liability company ("Assignee") whose address is 11900 W Olympic Blvd, Ste 400, Los Angeles, CA 90064.

1. Assignor and Myung Lim Park and Do Sun Park, Individual, as Landlord, are parties to a Purchase and Sale of Lease and Successor Lease dated November 9, 2007 (the "Agreement"), a memorandum of which was recorded on approximately November 12, 2007, in the form attached hereto as Exhibit "A", in the office of the county recording office of Benton County, \*State of WA (in Book \_ on Page \_). \*Recorded November 28, 2007, Doc. No. 2007-038580.

2. Pursuant to a Master Purchase and Sale Agreement ("Master Agreement") dated June 30, 2006 and an Assignment dated November 21, 2007 (the "Assignment"), Assignor has sold, transferred and assigned all of its right, title and interest in and to the Agreement and the subject matter thereof including, without limitation, all amounts due and payable thereunder, to Assignee. The parties hereto desire to execute this Memorandum to provide constructive notice of the existence of the Master Agreement and the Assignment, and of Assignee's rights thereunder.

3. The terms and conditions of the Master Agreement and the Assignment are incorporated herein by reference as if set forth herein in full. Copies of the Master Agreement, the Assignment and the Agreement are maintained by Assignee at its offices set forth above.

IN WITNESS WHEREOF, this Memorandum of Assignment has been signed and delivered as of November 21, 2007.

ASSIGNOR:

ASSIGNEE:

**WIRELESS CAPITAL PARTNERS, LLC,  
a Delaware limited liability company**

**WCP WIRELESS LEASE  
SUBSIDIARY, LLC, a Delaware  
limited liability company**

By:   
Name: Joni LeSage  
Title: Treasurer

By:   
Name: Joni LeSage  
Title: Authorized Signatory

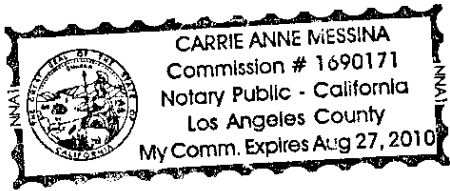
### ALL-PURPOSE ACKNOWLEDGMENT

State of California }  
County of Los Angeles } ss.

On 11/12/07 before me, Carrie Anne Messina  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Joni LeSage  
Name(s) of Signer(s)

- personally known to me
- 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.

WITNESS my hand and official seal.  
Carrie Anne Messina  
Signature of Notary Public

-----**OPTIONAL**-----  
*Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.*

#### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

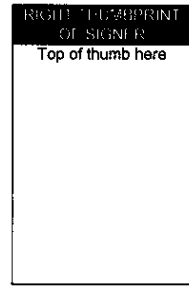
Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer - Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



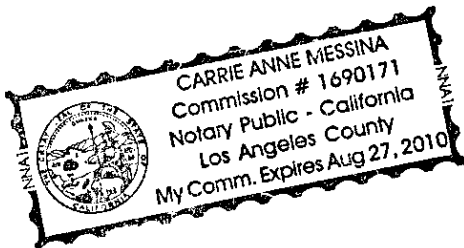
### ALL-PURPOSE ACKNOWLEDGMENT

State of California }  
County of Los Angeles } ss.

On 11/12/07 before me, Carrie Anne Messina  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Joni LeSage  
Name(s) of Signer(s)

- personally known to me
- 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.

WITNESS my hand and official seal.

Carrie Anne Messina  
Signature of Notary Public

-----**OPTIONAL**-----

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.*

#### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

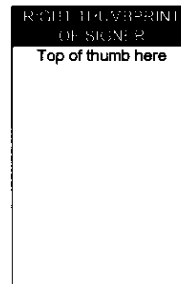
Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_





## LEGAL DESCRIPTION

That portion of Lots 3 and 6, Block 732, PLAT OF RICHLAND, according to the Plat thereof recorded in Volumes 6 and 7 of Plats, records of Benton County, Washington, described as follows:

Commencing at the Northeast corner of Lot 7 of said Plat of Richland, also being the point of intersection of the West margin of George Washington Way and the South margin of Van Giesen Street;  
thence South  $01^{\circ}05'48''$  East 225.00 feet along said West margin to the True Point of Beginning;  
thence continuing South  $01^{\circ}05'48''$  East 535.00 feet along said West margin to the point of intersection of said West margin with the North margin of Torbett Street;  
thence South  $88^{\circ}54'12''$  West 217.00 feet along said North margin;  
thence North  $01^{\circ}05'48''$  West 115.00 feet;  
thence South  $88^{\circ}54'12''$  West 254.50 feet;  
thence North  $01^{\circ}05'48''$  West 527.45 feet;  
thence North  $89^{\circ}12'04''$  East 212.50 feet;  
thence South  $01^{\circ}05'48''$  East 105.00 feet;  
thence North  $89^{\circ}12'04''$  East 259.00 feet to the True Point of Beginning.

**AFTER RECORDING RETURN TO:**

Crown Castle  
1220 Augusta Dr.  
Ste. 500  
Houston, TX. 77057

THIS DOCUMENT WAS PREPARED  
OUT OF STATE BY:  
Janna Charlton Webber  
Charlton Webber, PLLC  
2525 Robinhood, Suite 1100  
Houston, Texas 77005  
713-505-1065

---

**DOCUMENT NAME:** MEMORANDUM OF RESTATED FIRST AMENDMENT OF  
PURCHASE AND SALE OF LEASE AND SUCCESSOR  
LEASE (Sprint)

**LANDLORD:** MYUNG LIM PARK and DO SUN PARK, individuals

**TENANT:** WCP WIRELESS LEASE SUBSIDIARY, LLC,  
a Delaware limited liability company

**TAX ACCOUNT #:** 1-0298-302-0732-045

**BRIEF LEGAL DESCRIPTION:** LOT 3 & 6, BLK 732 POR  
Full legal is on page 7 of the document

**PROPERTY ADDRESS:** 1515 GEORGE WASHINGTON WAY, RICHLAND, WA 99354

**CROSS REFERENCE:** Recorded: 11/28/07 Instrument No. 2007-038580  
Recorded: 12/31/07 Instrument No. 2007-041987

---

Site Name: Park Sprint  
BU#: 852175

---

**MEMORANDUM OF RESTATED FIRST AMENDMENT OF PURCHASE AND SALE  
OF LEASE AND SUCCESSOR LEASE**

(Sprint)

THIS MEMORANDUM OF RESTATED FIRST AMENDMENT OF PURCHASE AND SALE OF LEASE AND SUCCESSOR LEASE (this "**Memorandum**") is made effective as of the ~~27th~~ day of December 2012 (the "**Effective Date**") by and between WCP WIRELESS LEASE SUBSIDIARY, LLC, a Delaware limited liability company ("**Tenant**") and MYUNG LIM PARK AND DO SUN PARK, individuals (together, the "**Landlord**").

**RECITALS**

A. Landlord and Tenant's predecessor in interest, Wireless Capital Partners, LLC ("**WCP**"), entered into that certain Purchase and Sale of Lease and Successor Lease dated as of November 9, 2007 (as amended, modified and assigned, the "**Agreement**") with respect to that certain lease described on Exhibit A attached hereto (the "**Lease**"), a memorandum of the Agreement was recorded in the Benton County Recorder's Office on November 28, 2007, as Instrument No. 2007-038580. All initially capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

B. WCP assigned all of its right, title and interest in and to the Agreement to Tenant pursuant to a Master Purchase and Sale Agreement dated June 30, 2006, and an Assignment dated November 21, 2007, a memorandum of which was recorded in Benton County, Washington on December 31, 2007 as Instrument Number 2007-041987.

C. Landlord is the current fee owner of the real property of which the Premises is a part.

D. Tenant and Landlord desire to provide notice of terms of the amendment to the Agreement on the terms and conditions set forth herein.

**MEMORANDUM**

NOW THEREFORE, the parties provide notice of the following:

1. Recitals. The recitals above are true and correct and are incorporated herein by reference.

Site Name: Park Sprint  
BU#: 852175

2. Reversion Date. The Reversion Date was extended by forty (40) years to December 1, 2087 (the "New Reversion Date"). All references in the Agreement to the Reversion Date shall mean and refer to the New Reversion Date.

3. Lien Extended. Landlord and Tenant agreed that the extension of the Reversion Date would in no manner affect or impair the lien created by the Agreement and that the lien shall include and apply to the term of the Agreement as extended.

4. Remainder of Agreement Unaffected. This is merely a memorandum of the amendment to the Agreement and to the extent there is a conflict between the terms and conditions of the Agreement as amended and this Memorandum, the Agreement, as amended, shall control.

5. Counterparts. This Memorandum may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

***[Remainder of Page Left Intentionally Left Blank; Signature Page Follows]***

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the Effective Date.

**WCP WIRELESS LEASE SUBSIDIARY, LLC,**  
a Delaware limited liability company

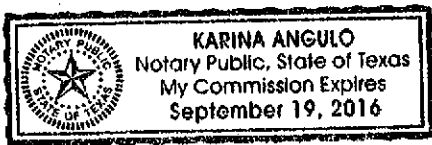
By: *Lisa A. Sedgwick*  
Name: Lisa A. Sedgwick  
Title: RET Manager

**ACKNOWLEDGMENT**

STATE OF Texas )  
COUNTY OF Harris ) SS:

On the 27 day of December in the year 2012, before me, the undersigned, personally appeared Lisa A. Sedgwick, the RET Manager of WCP WIRELESS LEASE SUBSIDIARY, LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the Memorandum of Restated First Amendment of Purchase and Sale of Lease and Successor Lease and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned.

(seal)



*Karina Angulo*  
Notary Public

**MYUNG LIM PARK AND DO SUN PARK,**  
individuals

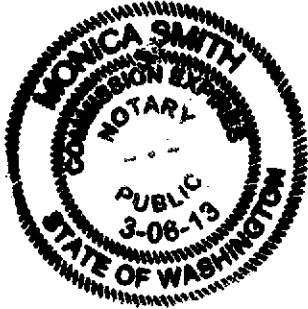
By: *Myung Lim Park / Do Sun Park*  
Name: Myung Lim Park / Do Sun Park  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF WA )  
COUNTY OF Benton )SS:

On the 1 day of Feb in the year 2013, before me, the undersigned, personally appeared **MYUNG LIM PARK** and **DO SUN PARK**, both personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the Memorandum of Restated First Amendment of Purchase and Sale of Lease and Successor Lease and acknowledged to me that each of them executed the same on their own behalf and that such individual made such appearance before the undersigned.

(seal)



*Monica Smith*  
Notary Public

**EXHIBIT A - THE LEASE AND THE PROPERTY**

That certain LEASE AGREEMENT dated August 26, 2004, by and between MYUNG LIM PARK and DO SUN PARK as successor in interest to Joo B. Kim and Yun S. Kim, whose address is 1515 George Washington Way, Richland, WA 99354 and Washington Oregon Wireless Properties, LLC, whose address is 4000 W. 114<sup>th</sup>, Suite 220, Leawood, KS 66211, for the property located at 1515 George Washington Way, Richland, WA 99354.

That portion of Lots 3 and 6, Block 732, PLAT OF RICHLAND, according to the Plat thereof recorded in Volumes 6 and 7 of Plats, records of Benton County, Washington, described as follows:

Commencing at the Northeast corner of Lot 7 of said Plat of Richland, also being the point of intersection of the West margin of George Washington Way and the South margin of Van Giesen Street; then South 01°05'48" East 225.00 feet along said West margin to the True Point of Beginning; thence continuing South 01°05'48" East 535.00 feet along said West margin to the point of intersection of said West margin with the North margin of Torbett Street;  
Thence South 88°54'12" West 217.00 feet along said North margin;  
Thence North 01°05'48" West 115.00 feet;  
Thence South 88°54'12" West 254.50 feet;  
Thence North 01°05'48" West 527.45 feet;  
Thence North 89°12'04" East 212.50 feet;  
Thence South 01°05'48" East 105.00 feet;  
Thence North 89°12'04" East 259.00 feet to the True Point of Beginning.



**AFTER RECORDING RETURN TO:**  
**NORTH AMERICAN TITLE**  
**2200 Post Oak Blvd., Suite 100**  
**Houston, TX 77056**  
**Attn: Tania Baez**

THIS DOCUMENT WAS PREPARED BY:  
WIRELESS CAPITAL PARTNERS, LLC  
11900 Olympic Boulevard, Suite 400  
Los Angeles, CA 90064  
Attn: Title Dept.  
WCP #: 82124

---

DOCUMENT TITLE: MEMORANDUM OF PURCHASE AND SALE OF  
LEASE AND SUCCESSOR LEASE

GRANTOR/LESSOR: MYUNG LIM AND DO SUN PARK

GRANTEE/LESSEE: WIRELESS CAPITAL PARTNERS, LLC, a Delaware  
limited liability company

BRIEF LEGAL DESCRIPTION: Lots 3 & 6, Blk 732 POR  
Full legal is on Page 7 of the document

PROPERTY ADDRESS: 1515 George Washington Way, Richland, WA 99354

TAX ACCOUNT #: 1-0298-302-0732-045



PREPARED BY AND  
WHEN RECORDED MAIL TO:

WIRELESS CAPITAL PARTNERS, LLC  
11900 W. Olympic Blvd., Suite 400  
Los Angeles, California 90064  
Attn: Title Department  
WCP#: 82124

---

MEMORANDUM OF PURCHASE AND SALE OF LEASE  
AND SUCCESSOR LEASE

This Memorandum of Purchase and Sale of Lease and Successor Lease (this "Memorandum") is made as of 2/14/08 between DO SUN PARK AND MYUNG LIM PARK ("Landlord"), and WIRELESS CAPITAL PARTNERS, LLC, a Delaware limited liability company ("WCP").

A. Landlord, as successor in interest to HMG&A Associates, Inc., as lessor, and Celco Partnership d/b/a Verizon Wireless, as successor in interest to US West Wireless, LLC., a Delaware limited liability company, as lessee ("Tenant"), are parties to that certain lease dated as of December 17, 1999, (the "Lease"), with respect to the premises described on Exhibit A attached hereto (the "Premises").

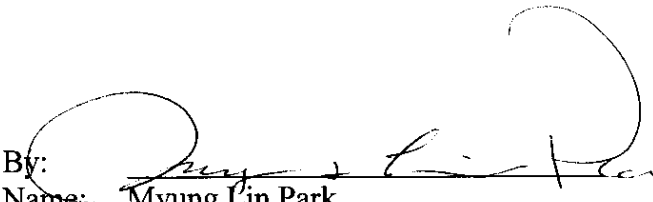
B. Landlord and WCP are parties to a Purchase and Sale of Lease and Successor Lease dated on or about the date hereof (the "Agreement"), pursuant to which Landlord has, among other things, sold and assigned to WCP its right, title and interest in and to the Lease. The parties hereto desire to execute this Memorandum to provide constructive notice of the existence of the Lease and the Agreement, and of WCP's rights under the Agreement including the easement granted therein.


For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto acknowledge and/or agree as follows:

Landlord has sold and assigned and hereby does sell and assign all of its right, title and interest in and to the Lease to WCP, on the terms and subject to the conditions set forth in the Agreement. The Lease expires by its terms on or about December 31, 2010 and contains Three (3) option(s) to renew or extend the term for an additional period of Five (5) years each. Landlord has leased and hereby does lease the Premises to WCP, on the terms and subject to the conditions set forth in the Agreement. The successor lease is for a term commencing upon the expiration or termination of the Lease and ending on February 29, 2048. Landlord has retained all of Landlord's obligations and liabilities under the Lease.

The terms and conditions of the Lease and the Agreement are hereby incorporated herein by reference as if set forth herein in full. Copies of the Lease and the Agreement are maintained by WCP at the address of WCP above and are available to interested parties upon request. This Memorandum has been duly executed by the undersigned as of the date first written above.

Landlord:

By:   
Name: Myung Lin Park

By:   
Name: Do Sun Park

WCP:

WIRELESS CAPITAL PARTNERS, LLC,  
a Delaware limited liability company

By:   
Name: Joni Lesage  
Its: Chief Financial Officer

**[NOTE: ALL SIGNATURES MUST BE PROPERLY NOTARIZED]**

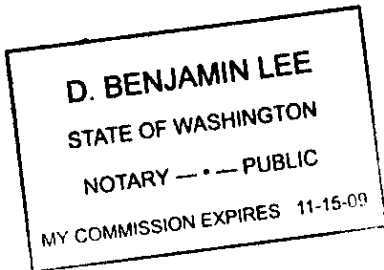
**ALL-PURPOSE ACKNOWLEDGMENT**

State of Washington }  
County of King } ss.

On 2/13/08 before me, D. Benjamin Lee Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Mjung L. Paule  
Name(s) of Signer(s)

personally known to me  
 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.

WITNESS my hand and official seal.

D. Benjamin Lee  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

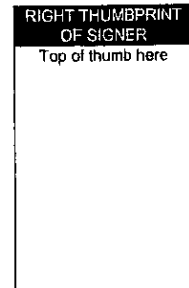
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



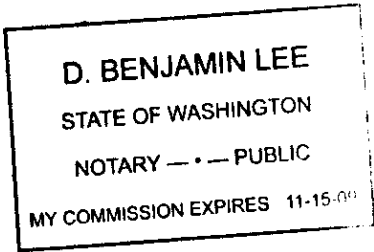
**ALL-PURPOSE ACKNOWLEDGMENT**

State of Washington }  
County of King } ss.

On 2/13/08 before me, D. Benjamin Lee, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Do Sun Park  
Name(s) of Signer(s)

personally known to me  
 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.

WITNESS my hand and official seal.

D. Benjamin Lee  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

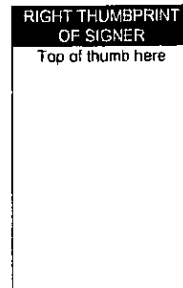
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



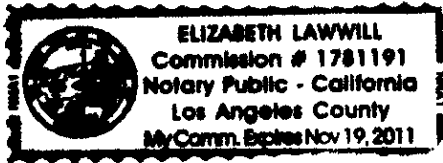
**ALL-PURPOSE ACKNOWLEDGMENT**

State of **CALIFORNIA** }  
 County of **LOS ANGELES** } ss.

On February 14, 2008 before me, Elizabeth Lawwill, Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Joni LeSage,  
Name(s) of Signer(s)

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 behalf of which the person(s) 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

Elizabeth Lawwill  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: : \_\_\_\_\_



SCHEDULE A

LEASE DESCRIPTION  
AND  
LEGAL DESCRIPTION

That certain LEASE AGREEMENT dated December 17, 1999, by and between DO SUN PARK AND MYUNG LIM PARK as successor in interest to HMG&A Associates, Inc., whose address is 1515 George Washington Way, Richland, WA 99354 ("Landlord") and Cellco Partnership d/b/a Verizon Wireless as successor in interest to US West Wireless, LLC., a Delaware limited liability company, ("Tenant"), whose address is 180 Washington Valley Road, Bedminster, NJ, 07921, for the property located at 1515 George Washington Way, Richland, WA 99354.

The Legal Description is as follows:

**That portion of Lots 3 and 6, Block 732, PLAT OF RICHLAND, according to the Plat thereof recorded in Volumes 8 and 7 of Plats, records of Benton County, Washington, described as follows:**

**Commencing at the Northeast corner of Lot 7 of said Plat of Richland, also being the point of intersection of the West margin of George Washington Way and the South margin of Van Glessen Street;  
thence South 01°05'48" East 225.00 feet along said West margin to the True Point of Beginning;  
thence continuing South 01°05'48" East 535.00 feet along said West margin to the point of intersection of said West margin with the North margin of Torbett Street;  
thence South 88°54'12" West 217.00 feet along said North margin;  
thence North 01°05'48" West 115.00 feet;  
thence South 88°54'12" West 254.50 feet;  
thence North 01°05'48" West 527.45 feet;  
thence North 89°12'04" East 212.50 feet;  
thence South 01°05'48" East 105.00 feet;  
thence North 89°12'04" East 259.00 feet to the True Point of Beginning.**



**AFTER RECORDING RETURN TO:**  
**NORTH AMERICAN TITLE**  
**2200 Post Oak Blvd., Suite 100**  
**Houston, TX 77056**  
**Attn: Tania Baez**

THIS DOCUMENT WAS PREPARED BY:  
WCP WIRELESS LEASE SUBSIDIARY, LLC  
11900 Olympic Boulevard, Suite 400  
Los Angeles, CA 90064  
Attn: Title Dept.  
WCP #: 82124

---

DOCUMENT TITLE: MEMORANDUM OF ASSIGNMENT

GRANTOR/LESSOR: WIRELESS CAPITAL PARTNERS, LLC, a Delaware  
limited liability company

GRANTEE/LESSEE: WCP WIRELESS LEASE SUBSIDIARY, LLC, a Delaware  
limited liability company

BRIEF LEGAL DESCRIPTION: Lots 3 & 6, Blk 732 POR

Full legal is on Page 11 of the document

PROPERTY ADDRESS: 1515 George Washington Way, Richland, WA 99354

TAX ACCOUNT #: 1-0298-302-0732-045

CROSS REFERENCE: Recorded February 27, 2008, Doc. No. 2008-005134

PREPARED BY

WCP WIRELESS LEASE SUBSIDIARY, LLC  
11900 W Olympic Blvd, Ste 400  
Los Angeles, CA 90064  
Attn: Title Dept.  
WCP #82124

## MEMORANDUM OF ASSIGNMENT

This MEMORANDUM OF ASSIGNMENT (this "Memorandum") is made as of February 28, 2008 between **Wireless Capital Partners, LLC**, a Delaware limited liability company ("Assignor"), whose address is 11900 W Olympic Blvd, Ste 400, Los Angeles, CA 90064 and **WCP Wireless Lease Subsidiary, LLC**, a Delaware limited liability company ("Assignee") whose address is 11900 W Olympic Blvd, Ste 400, Los Angeles, CA 90064.

1. Assignor and Do Sun Park and Myung Lim Park, Individual, as Landlord, are parties to a Purchase and Sale of Lease and Successor Lease dated February 14, 2008 (the "Agreement"), a memorandum of which was recorded on approximately February 20, 2008, in the form attached hereto as Exhibit "A", in the office of the county recording office of Benton County, State of WA (in Book \_ on Page \_). *\* Recorded February 27, 2008, Doc. No. 2008-005134.*

2. Pursuant to a Master Purchase and Sale Agreement ("Master Agreement") dated June 30, 2006 and an Assignment dated February 28, 2008 (the "Assignment"), Assignor has sold, transferred and assigned all of its right, title and interest in and to the Agreement and the subject matter thereof including, without limitation, all amounts due and payable thereunder, to Assignee. The parties hereto desire to execute this Memorandum to provide constructive notice of the existence of the Master Agreement and the Assignment, and of Assignee's rights thereunder.

3. The terms and conditions of the Master Agreement and the Assignment are incorporated herein by reference as if set forth herein in full. Copies of the Master Agreement, the Assignment and the Agreement are maintained by Assignee at its offices set forth above.



IN WITNESS WHEREOF, this Memorandum of Assignment has been signed and delivered as of February 28, 2008.

ASSIGNOR:

ASSIGNEE:

**WIRELESS CAPITAL PARTNERS, LLC,  
a Delaware limited liability company**

**WCP WIRELESS LEASE  
SUBSIDIARY, LLC, a Delaware  
limited liability company**

By:   
Name: Joni LeSage  
Title: Chief Financial Officer

By:   
Name: Joni LeSage  
Title: Authorized Signatory

### ALL-PURPOSE ACKNOWLEDGMENT

State of **CALIFORNIA**  
County of **LOS ANGELES** } ss.

On 2/20, 2008, before me, Carrie Anne Messina, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Joni LeSage  
Name(s) of Signer(s)

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 behalf of which the person(s) 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.  
Carrie Anne Messina  
Signature of Notary Public

**OPTIONAL**  
Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.

#### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer - Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer - Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: : \_\_\_\_\_



**ALL-PURPOSE ACKNOWLEDGMENT**

State of **CALIFORNIA**  
County of **LOS ANGELES**

} SS.

On 2/20, 2008 before me, Carrie Anne Messina, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Joni LeSage  
Name(s) of Signer(s)

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 behalf of which the person(s) 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.

*Carrie Anne Messina*  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: : \_\_\_\_\_



PREPARED BY AND  
WHEN RECORDED MAIL TO:

"Exhibit A"

WIRELESS CAPITAL PARTNERS, LLC  
11900 W. Olympic Blvd., Suite 400  
Los Angeles, California 90064  
Attn: Title Department  
WCP#: 82124

---

MEMORANDUM OF PURCHASE AND SALE OF LEASE  
AND SUCCESSOR LEASE

This Memorandum of Purchase and Sale of Lease and Successor Lease (this "Memorandum") is made as of 2/14/08 between DO SUN PARK AND MYUNG LIM PARK ("Landlord"), and WIRELESS CAPITAL PARTNERS, LLC, a Delaware limited liability company ("WCP").

A. Landlord, as successor in interest to HMG&A Associates, Inc., as lessor, and Cellco Partnership d/b/a Verizon Wireless, as successor in interest to US West Wireless, LLC., a Delaware limited liability company, as lessee ("Tenant"), are parties to that certain lease dated as of December 17, 1999, (the "Lease"), with respect to the premises described on Exhibit A attached hereto (the "Premises").


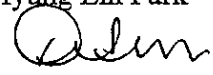
B. Landlord and WCP are parties to a Purchase and Sale of Lease and Successor Lease dated on or about the date hereof (the "Agreement"), pursuant to which Landlord has, among other things, sold and assigned to WCP its right, title and interest in and to the Lease. The parties hereto desire to execute this Memorandum to provide constructive notice of the existence of the Lease and the Agreement, and of WCP's rights under the Agreement including the easement granted therein.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto acknowledge and/or agree as follows:

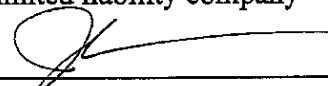
Landlord has sold and assigned and hereby does sell and assign all of its right, title and interest in and to the Lease to WCP, on the terms and subject to the conditions set forth in the Agreement. The Lease expires by its terms on or about December 31, 2010 and contains Three (3) option(s) to renew or extend the term for an additional period of Five (5) years each. Landlord has leased and hereby does lease the Premises to WCP, on the terms and subject to the conditions set forth in the Agreement. The successor lease is for a term commencing upon the expiration or termination of the Lease and ending on February 29, 2048. Landlord has retained all of Landlord's obligations and liabilities under the Lease.

The terms and conditions of the Lease and the Agreement are hereby incorporated herein by reference as if set forth herein in full. Copies of the Lease and the Agreement are maintained by WCP at the address of WCP above and are available to interested parties upon request. This Memorandum has been duly executed by the undersigned as of the date first written above.

Landlord:

By:   
Name: Myung Lin Park  
By:   
Name: Do Sun Park

WCP:

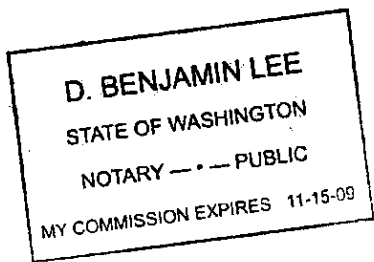
WIRELESS CAPITAL PARTNERS, LLC,  
a Delaware limited liability company  
By:   
Name: Joni Lesage  
Its: Chief Financial Officer

**[NOTE: ALL SIGNATURES MUST BE PROPERLY NOTARIZED]**

**ALL-PURPOSE ACKNOWLEDGMENT**

State of Washington } ss.  
County of King

On 2/13/08 before me, D. Benjamin Lee, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Myung L. Park  
Name(s) of Signer(s)



personally known to me  
 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.

WITNESS my hand and official seal.

D. Benjamin Lee  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

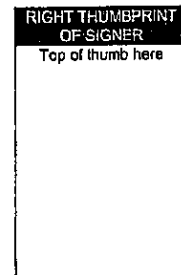
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer - Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



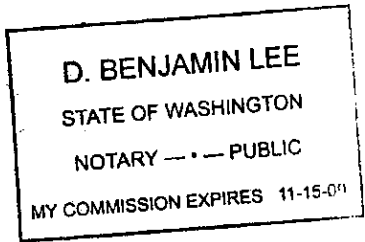
**ALL-PURPOSE ACKNOWLEDGMENT**

State of Washington } ss.  
County of King }

On 2/13/08 before me, D. Benjamin Lee, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Do Sun Park  
Name(s) of Signer(s)

personally known to me  
 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.

WITNESS my hand and official seal.

D. Benjamin Lee  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

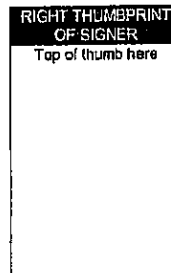
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer - Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



**ALL-PURPOSE ACKNOWLEDGMENT**

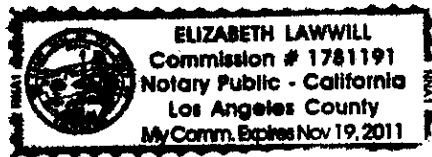
State of CALIFORNIA  
County of LOS ANGELES

} SS.

On February 14, 2008 before me, Elizabeth Lawwill, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Joni LeSage  
Name(s) of Signer(s)

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 behalf of which the person(s) 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.

*Elizabeth Lawwill*  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer - Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

RIGHT THUMBPRINT

OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer - Title(s): \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: : \_\_\_\_\_

RIGHT THUMBPRINT

OF SIGNER  
Top of thumb here



SCHEDULE ALEASE DESCRIPTION  
AND  
LEGAL DESCRIPTION

That certain LEASE AGREEMENT dated December 17, 1999, by and between DO SUN PARK AND MYUNG LIM PARK as successor in interest to HMG&A Associates, Inc., whose address is 1515 George Washington Way, Richland, WA 99354 ("Landlord") and Cellco Partnership d/b/a Verizon Wireless as successor in interest to US West Wireless, LLC., a Delaware limited liability company, ("Tenant"), whose address is 180 Washington Valley Road, Bedminster, NJ, 07921, for the property located at 1515 George Washington Way, Richland, WA 99354.

The Legal Description is as follows:

That portion of Lots 3 and 6, Block 732, PLAT OF RICHLAND, according to the Plat thereof recorded in Volumes 6 and 7 of Plats, records of Benton County, Washington, described as follows:

Commencing at the Northeast corner of Lot 7 of said Plat of Richland, also being the point of intersection of the West margin of George Washington Way and the South margin of Van Giesen Street;  
thence South 01°05'48" East 225.00 feet along said West margin to the True Point of Beginning;  
thence continuing South 01°05'48" East 535.00 feet along said West margin to the point of intersection of said West margin with the North margin of Torbett Street;  
thence South 88°54'12" West 217.00 feet along said North margin;  
thence North 01°05'48" West 115.00 feet;  
thence South 88°54'12" West 254.50 feet;  
thence North 01°05'48" West 527.45 feet;  
thence North 89°12'04" East 212.50 feet;  
thence South 01°05'48" East 105.00 feet;  
thence North 89°12'04" East 259.00 feet to the True Point of Beginning.

FILED FOR RECORD AT REQUEST OF  
AND WHEN RECORDED RETURN TO:  
Verizon Wireless  
Attn: Network Real Estate - M/S 221  
3350 161<sup>st</sup> Avenue SE  
Bellevue, WA 98008

---

Space above this line is for Recorder's use.

**Memorandum of Land Lease Agreement**

ORIGINAL

Grantor: Joo B. Kim and Yun S. Kim, husband and wife  
Grantee: Cellco Partnership d/b/a Verizon Wireless  
Legal Description: PTN of LOTS 3 and 6, BLK 732, Plat of Richland  
Benton County, State of Washington  
Official legal description as Exhibit "A"  
Assessor's Tax Parcel ID#: 1-0298-302-0732-045  
Reference # (if applicable): N/A



MEMORANDUM OF LAND LEASE AGREEMENT

THIS MEMORANDUM OF LAND LEASE AGREEMENT evidences that a Land Lease Agreement ("Agreement") was entered into as of February 8, 2005 by and between Joo B. Kim and Yun S. Kim, husband and wife ("Lessor"), and Cellco Partnership d/b/a Verizon Wireless ("Lessee"), for certain real property located at 1515 George Washington Way, Richland, in the County of Benton, State of Washington, within the property of Lessor which is described in Exhibit "A" attached hereto ("Legal Description"), together with a right of access and to install and maintain utilities, for an initial term of five (5) years commencing as provided for in the Agreement, which term is subject to Lessee's rights to extend the term of the Agreement for four (4) terms of five (5) years each.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Memorandum of Land Lease Agreement as of the day and year last written below.

LESSOR: Joo B. Kim and Yun S. Kim, husband and wife

By: Joo B. Kim  
Joo B. Kim

Date: 5-21-04

By: Yun S. Kim  
Yun S. Kim

Date: 5-21-04

LESSEE: Cellco Partnership d/b/a Verizon Wireless

By: Robert F. Swaine  
Robert F. Swaine  
West Area Vice President, Network

Date: 2-8-05

Exhibit "A" - Legal Description

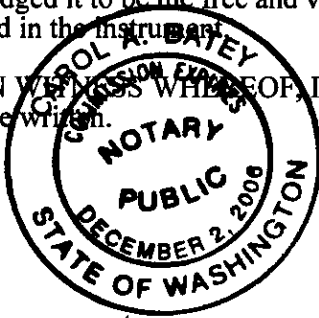


LESSOR ACKNOWLEDGEMENT

STATE OF Washington  
COUNTY OF Benton } ss.

On this 21<sup>st</sup> day of May, 2004, before me, a Notary Public in and for the State of Washington, personally appeared Joo B. Kim, 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 they were authorized to execute the instrument, and acknowledged it 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.

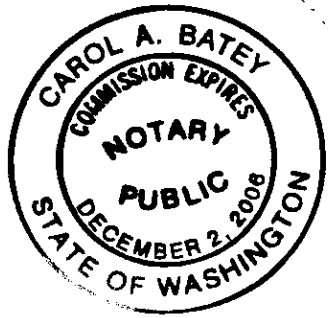


Carol A. Batey  
NOTARY PUBLIC in and for the State of WA  
residing at Pasco, WA  
My appointment expires 12-2-06  
Print Name Carol A. Batey

STATE OF Washington  
COUNTY OF Benton } ss.

On this 21<sup>st</sup> day of May, 2004, before me, a Notary Public in and for the State of Washington, personally appeared Yun S. Kim, 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 they were authorized to execute the instrument, and acknowledged it 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.



Carol A. Batey  
NOTARY PUBLIC in and for the State of WA  
residing at Pasco, WA  
My appointment expires 12-2-06  
Print Name Carol A. Batey

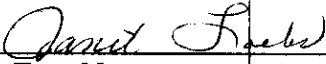
**LESSEE ACKNOWLEDGMENT**

STATE OF ARIZONA        )  
                                           ) SS.  
 COUNTY OF MARICOPA    )

On this 8 day of Feb., 2005, before me, the undersigned, a Notary Public in and for the State of Arizona, duly commissioned and sworn, personally appeared Robert F. Swaine to me known to be an authorized representative of Cellco Partnership d/b/a Verizon Wireless, the partnership that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Cellco Partnership d/b/a Verizon Wireless, for the uses and purposes therein mentioned, and on oath stated that He is authorized to execute the said instrument.

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



  
 \_\_\_\_\_  
 Print or Type Name: JANET LOEBS  
 Notary Public in and for the State of AZ, residing at  
MARICOPA COUNTY  
 My appointment expires: DEC. 24, 2006



2005-005919

Pg: 5 of 5

02/25/2005 12:19P

DAVIS WRIGHT TREMAIN

LEASE

23.00

Benton County

EXHIBIT "A"  
LEGAL DESCRIPTION

That portion of Lots 3 and 6, Block 732, PLAT OF RICHLAND, according to the Plat thereof recorded in Volume 6 and 7 of Plats, records of Benton County, Washington, described as follows.

Commencing at the Northeast corner of Lot 7 of said PLAT OF RICHLAND, also being the point of intersection of the West margin of George Washington Way and the South Margin of Van Giesen Street; thence South 01°05'48" East 225.00 feet along said West margin to the true point of beginning.

Thence continuing South 01°05'48" East 535.00 feet along said West margin to the point of intersection of said West margin with the North margin of Torbett Street;

Thence South 88°54'12" West 217.00 feet along said North margin;

Thence North 01°05'48" West 115.00 feet;

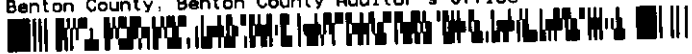
Thence South 88°54'12" West 254.50 feet;

Thence North 01°05'48" West 527.45 feet;

Thence North 89°12'04" East 212.50 feet;

Thence South 01°05'48" East 105.00 feet;

Thence North 89°12'04" East 259.00 feet to the true point of beginning.



**RETURN ADDRESS:**

When Recorded Return to:  
Attn: Jamie Trevino  
Stewart Title Guaranty Company - NTS  
1980 Post Oak Blvd., Suite 610  
Houston, TX 77056

*Record 2nd*

**STEWART TITLE OF THE TRI-CITIES**

*01306-3664*

Document Title: Assignment and Assumption of Land Lease Agreement

Reference Number(s) of Related Documents: February 25, 2005 at #2005-005919

Assignor(s) (Last Name, First & Middle Initial): Myung Lim Park and Do Sun Park, husband and wife

Assignee(s) (Last Name, First & Middle Initial): Global Signal Acquisitions IV LLC, a Delaware limited liability company

Legal Description (Abbreviated form is acceptable) i.e. Section/Township/Range: Ptn. Lots 3 and 6. Block 732, Plat of Richland, Vols. 6 and 7.

Assessor's Tax Parcel ID Number: 102983020732045

Site ID: Tri Cherry Lane (BUN 810825)

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Sign below only if your document is Non-Standard.

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is \$150.

Tracy Van Swol  
Real Estate Transaction Manager

\_\_\_\_\_  
Signature of Requesting Party

**ASSIGNMENT AND ASSUMPTION OF  
LAND LEASE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF LAND LEASE AGREEMENT (this "Assignment") is made <sup>15<sup>th</sup></sup> this 28<sup>th</sup> day of December, 2012, by and between MYUNG LIM PARK AND DO SUN PARK, husband and wife ("Assignor") and GLOBAL SIGNAL ACQUISITIONS IV LLC, a Delaware limited liability company ("Assignee").

**RECITALS**

A. Joo B. Kim and Yun S. Kim and Cellco Partnership d/b/a Verizon Wireless entered into that certain Land Lease Agreement, dated February 8, 2005, a memorandum of which was recorded on February 25, 2005 at Instrument No. 2005-005919 in the records of Benton County, Washington (the "Lease Agreement") for a portion of a parcel of real property located in the County of Benton, State of Washington (the "Leased Premises"). Assignor's Property of which the Leased Premises is a part is more particularly described on Exhibit "A" attached hereto. The Leased Premises is more particularly described on Exhibit "B" attached hereto; and

B. Simultaneously herewith, Assignor has granted and conveyed an easement to Assignee over and across the Leased Premises and Assignor's Property (the "Easement"), as more fully described in the Easement; and

C. As part of the Easement, Assignor agreed and desires to assign the Lease Agreement to Assignee, and Assignee desires to assume the rights and obligations under the Lease Agreement.

NOW, THEREFORE, for and in consideration of the sum of \$10.00, the mutual covenants and conditions contained herein, and other good and valuable consideration each to the other in hand paid and the premises and covenants hereinafter set forth, Assignor and Assignee agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are expressly incorporated herein by this reference.

2. Assignment of Lease Agreement. Assignor hereby conveys, grants, assigns and transfers to Assignee the leasehold estate as set forth in the Lease Agreement, and all of Assignor's right, title and interest thereunder. In addition, Assignor hereby conveys, grants, assigns and transfers to Assignee: (a) all rights to easements and/or licenses which authorize ingress and egress to the property described in the Lease Agreement and/or placement of guy wires, anchors and utilities; and, (b) all other rights, privileges and appurtenances owned by Assignor, reversionary or otherwise, and in any way related to the Lease Agreement.

3. Assumption of Lease Agreement. Assignee hereby accepts the assignment of the Lease Agreement as herein set forth, expressly assumes the payment and performance of all of



Assignor's obligations under the Lease Agreement (other than obligations arising out of the acts or conduct of Assignor prior to the date hereof, or other acts or conduct prior to the date hereof for which the lessee or tenant is responsible under the terms of the Lease Agreement) arising from and after the date of this Assignment to the same extent as if the Assignee were named as the lessee under the Lease Agreement.

4. Assignor's Obligations With Respect to the Lease Agreement. From and after the date hereof and continuing until the Easement is terminated (if ever), Assignor shall not, other than to the extent required herein or requested in writing by Assignee, exercise or enjoy any of the rights or remedies of the lessor under the Lease Agreement. Assignor shall notify Assignee in writing within five (5) calendar days of Assignor's receipt of any payment in respect of rent, income, charges, interest, penalties, fees and other revenue payable by the Lessee, and Assignor shall forward such payment to Assignee within said five (5) day period. In the event that Assignor fails to forward to Assignee any payment as provided hereunder, Assignee shall have the right to collect such payment from Assignor together with interest on such payment at the greater of the (i) the rate provided by statute where the Leased Premises is located or (ii) 12% per annum (calculated from the date five (5) days after Assignor receives such payment until Assignor pays such sums due to Assignee) and shall have a lien against Assignor's Property with respect thereto. Assignor shall, however, continue to pay, perform, and otherwise discharge all obligations and liabilities of the lessor under the Lease Agreement with respect to Assignor's Property, whether arising prior to, on, or after the date hereof. Without limiting the generality of the foregoing, Assignor shall: (a) fully, faithfully and timely perform all covenants to be performed by the Assignor under the Lease Agreement; (b) promptly pay all mortgages, loans, liens, judgments and all real estate, personal income and other taxes that may become due with respect to Assignor's Property; (c) promptly execute, without any additional consideration, all letters of authorizations, permits, applications or other documents required for Assignee to fully enjoy the Easement or the Lease Agreement; (d) not suffer or allow any breach, default or event of default by the Assignor to occur under the Lease Agreement; and (e) not take any action for the purpose of, or with the effect of, inducing or causing the Lessee not to exercise a right to renew or extend the Lease Agreement.

5. Indemnity by Assignee. At its sole cost and expense, Assignee agrees to defend, indemnify and hold harmless Assignor from and against any and all liability, claims, damages, expenses (including cost of litigation and reasonable attorneys' fees), judgments, proceedings and causes of action of any kind ("Claims") whatsoever arising out of, or in any way connected with, this Assignment or the assignment and transfer of the lessor's obligations under the Lease Agreement to Assignee as herein provided from, and after, the date of this Assignment, except for Claims arising out of (i) Assignor's obligations set forth in Section 4 above, (ii) Assignor's obligations under the terms of the Easement, (iii) Assignor's failure to perform and discharge any of the terms, covenants, conditions and agreements as the lessor under the Lease Agreement prior to the date hereof, or (iv) other acts or conduct prior to the date hereof for which the lessor or landlord is responsible under the terms of the Lease Agreement.

6. Indemnity by Assignor. At its sole cost and expense, Assignor agrees to defend, indemnify and hold harmless Assignee from and against any and all Claims whatsoever arising out of, or in any way connected with, Assignor's performance or discharge, or failure of such

performance or discharge, of any of the terms, covenants, conditions and agreements required to be performed by Assignor under (i) the terms of this Assignment, (ii) the terms of the Easement, (iii) as the lessee under the Lease Agreement prior to the date hereof, or (iv) other acts or conduct prior to the date hereof for which the lessor or landlord is responsible under the terms of the Lease Agreement.

7. Attorneys' Fees. In the event of any dispute hereunder, or of any action to interpret or enforce this Assignment, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses, and other professional fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, in any bankruptcy action, at trial or on appeal.

8. Survival of Terms. The representations, warranties and indemnities set forth herein shall survive the execution and delivery of this Assignment and shall continue in full force and effect during the term of the Lease Agreement.

9. Binding Agreement. This Assignment constitutes the entire agreement between the parties hereto with respect to the transaction contemplated herein, and it supersedes all prior understandings or agreements between the parties relative to such assignment.

10. Execution and Counterparts. To facilitate execution, the parties hereto agree that this Assignment may be executed and telecopied to the other party and that the executed telecopy shall be binding and enforceable as an original. This Assignment may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts.

11. Notices. Any notice, communication, request, reply or advise (hereinafter severally and collectively, "Notice") regarding this Assignment shall be in writing and shall be given by: (a) established express delivery service which maintains delivery records; (b) hand delivery; or, (c) certified or registered mail, postage prepaid, return receipt requested. Notice is effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. Notice shall be sent to the parties at the following addresses:

Assignor: Myung Lim Park and Do Sun Park  
1515 George Washington Way  
Richland, WA 40354

**Assignee:** Crown Castle USA Inc.  
E. Blake Hawk, General Counsel  
Attn: Legal – Real Estate Department  
2000 Corporate Drive  
Canonsburg, Pennsylvania 15317-8564

Any party shall have the right from time to time to change their respective address for Notice by providing the other with thirty (30) days' prior written notice in the manner set forth above.

[Execution Pages Follow]

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

**ASSIGNOR:**

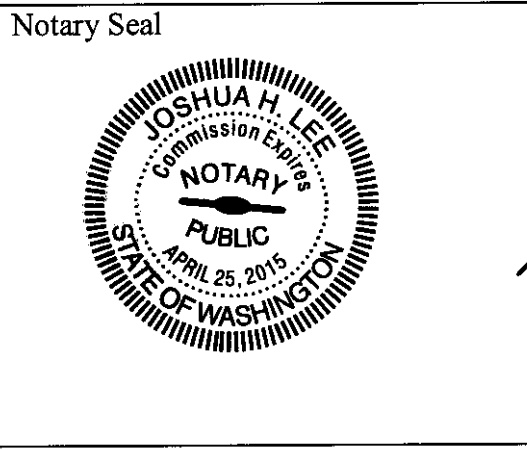
  
\_\_\_\_\_  
MYUNG LIM PARK

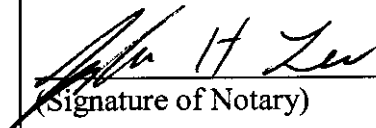
**INDIVIDUAL**

STATE OF washington )  
 )SS.  
COUNTY OF Benton )

I certify that I know or have satisfactory evidence that MYUNG LIM PARK is the person who appeared before me, and said person acknowledged that said person signed the foregoing Assignment and Assumption of Land Lease Agreement to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 12/20/12 \_\_\_\_\_



  
\_\_\_\_\_  
(Signature of Notary)  
Joshua H Lee  
\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of washington  
My appointment expires: Apr. 25 2015

ASSIGNOR:

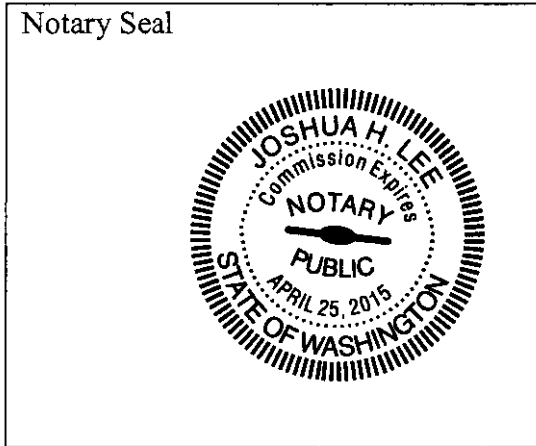
By: Aspark  
DO SUN PARK

INDIVIDUAL

STATE OF washington )  
 )SS.  
COUNTY OF Benton )

I certify that I know or have satisfactory evidence that DO SUN PARK is the person who appeared before me, and said person acknowledged that said person signed the foregoing Assignment and Assumption of Land Lease Agreement to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 12/20/12



Joshua H Lee  
(Signature of Notary)  
Joshua H Lee  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of washington  
My appointment expires: April 25, 2015

**ASSIGNEE:**  
GLOBAL SIGNAL ACQUISITIONS IV LLC,  
limited liability company

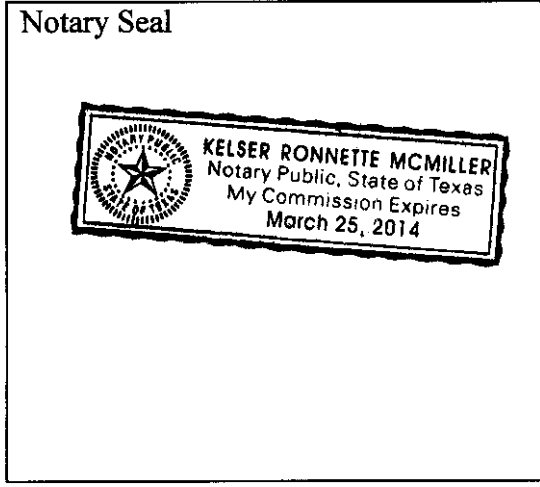
By: *Tracy Van Swol*  
Name: Tracy Van Swol  
Title: Real Estate Transaction Manager

**LIMITED LIABILITY COMPANY**

STATE OF TEXAS )  
 )SS.  
COUNTY OF HARRIS )

I certify that I know or have satisfactory evidence that TRACY VAN SWOL is the person who appeared before me, and said person acknowledged that said person signed the foregoing Assignment and Assumption of Land Lease Agreement, on oath stated that said person was authorized to execute the instrument and acknowledged it as the REX MGR. of GLOBAL SIGNAL ACQUISITIONS IV LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 12-26-12



*Kelser McMiller*  
(Signature of Notary)  
KELSER MCMILLER  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of TEXAS  
My appointment expires: 3-25-14

**EXHIBIT "A"**  
**[Assignor's Property]**

That portion of Lots 3 and 6, Block 732, PLAT OF RICHLAND, according to the plat thereof, recorded in Volumes 6 and 7 of Plats, records of Benton County, Washington, described as follows:

Commencing at the Northeast corner of Lot 7 of said Plat of Richland, also being the point of intersection of the West margin of George Washington Way and the South margin of Van Giesen Street; thence South 01°05'48" East 225.00 feet along said West margin to the TRUE POINT OF BEGINNING; thence continuing South 01°05'48" East 535.00 feet along said West margin to the point of intersection of said West margin with the North margin of Torbett Street; thence South 88°54'12" West 217.00 feet along said North margin; thence North 01°05'48" West 115.00 feet; thence South 88°54'12" West 254.50 feet; thence North 01°05'48" West 527.45 feet; thence North 89°12'04" East 212.50 feet; thence South 01° 05'48" East 105.00 feet; thence North 89°12'04" East 259.00 feet to the TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM that portion lying within the right-of-way of George Washington Way.

**EXHIBIT "B"**  
**[Leased Premises and Access Easement]**

LEASED PREMISES LEGAL DESCRIPTION

A parcel of land located in Lot 3 and 6, Block 732, PLAT OF RICHLAND, in the Southwest Quarter of Section 2, Township 9 North, Range 28 East, Willamette Meridian, Benton County, Washington, more particularly described as follows:

**Commencing** at the northeast corner of Lot 7, Block 732, PLAT OF RICHLAND, from which the southeast corner of Lot 3, Block 732, PLAT OF RICHLAND, bears South 01°05'48" East, a distance of 760.00 feet;

thence South 21°06'56" West, a distance of 599.07 feet to the **Point of Beginning**;

thence North 88°38'58" East, a distance of 35.80 feet;

thence South 00°23'09" East, a distance of 51.22 feet;

thence South 89°15'45" West, a distance of 35.41 feet;

thence North 00°49'16" West, a distance of 50.83 feet to the **Point of Beginning**;

Containing 1,816 square feet or 0.04 acres, more or less

TOGETHER WITH a non-exclusive right-of-way for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along any roadway, driveway, parking area, or open area upon the Assignor's Property extending from the Leased Premises to any adjacent public right-of-way.

**SUBJECT TO:**

Existing rights-of-way and easements of record and or appearing on said above described parcel.

UTILITY EASEMENT LEGAL DESCRIPTION

A portion of Lots 3 and 6, Block 736, PLAT OF RICHLAND, according to the Plat thereof recorded in Volumes 6 and 7 of Plats, records of Benton County, Washington, described as follows:

**Commencing** at the Northeast corner of Lot 7 of said Plat of Richland, also being the point of intersection of the West margin of George Washington Way and the South margin of Van Giesen Street; thence South 01°05'48" East 225.00 feet along said West margin to the **True Point of Beginning**; thence continuing South 01°05'48" East 535.00 feet along said West margin to the point of intersection of said West margin with the North margin of Torbett Street;



thence South 88°54'12" West 217.00 feet along said North margin;  
thence North 01°05'48" West 115.00 feet;  
thence South 88°54'12" West 254.50 feet;  
thence North 01°05'48" West 527.45 feet;  
thence North 89°12'04" East 212.50 feet;  
thence South 01°05'48" East 105.00 feet;  
thence North 89°12'04" East 259.00 feet to the **True Point of Beginning**.

Said utility easement is a 10 foot wide easement MORE PARTICULARLY described as follows:

**Commencing** at the southeast corner of the above description;  
thence along the north margin of Torbett Street South 88°54'12" West 177.89 feet to the **True Point of Beginning**;

thence from said **True Point of Beginning** continuing along said north margin South 88°54'12" West 10.04 feet;  
thence North 06°24'16" West 155.07 feet to the south line of a Lease Area for Verizon Wireless;  
thence North 89°15'45" East 10.05 feet;  
thence South 06°24'16" East 155.00 feet to the **True Point of Beginning**.  
Containing 1550 square, more or less.

Legal Descriptions on Exhibit B prepared by:

h2 Surveying  
8880 N. Hess Street, Suite 2  
Hayden, Idaho 83835  
208-772-6600

**AFTER RECORDING RETURN TO:**

UPF WASHINGTON INC  
12410 E MIRABEAU PKWY #100  
SPOKANE VALLEY WA 99216  
REF # 334335

**THIS DOCUMENT WAS PREPARED**

**OUT OF STATE BY:**

Janna Charlton Webber  
Charlton Webber, PLLC  
2525 Robinhood, Suite 1100  
Houston, Texas 77005  
713-505-1065

---

**DOCUMENT NAME:** MEMORANDUM OF ROOFTOP LEASE

**LESSOR:** MYUNG LIM PARK and DO SUN PARK, individuals

**LESSEE:** CROWN CASTLE AS LLC,  
a Delaware limited liability company

**TAX ACCOUNT #:** 1-0298-302-0732-045

**BRIEF LEGAL DESCRIPTION:** LOT 3 & 6, BLK 732 POR  
Full legal is on page 5 of the document

**PROPERTY ADDRESS:** 1515 GEORGE WASHINGTON WAY, RICHLAND, WA 99354

---

Site Name: Park Sprint  
BU#: 852175

---

**MEMORANDUM OF ROOFTOP LEASE**

BE IT KNOWN, that MYUNG LIM PARK and DO SUN PARK, individuals, having a mailing address of 1515 George Washington Way, Richland, WA 99354 (“**Lessor**”) and Crown Castle AS LLC, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317-8564 (“**Lessee**”) have entered into a Rooftop Lease Agreement (the “**Agreement**”) for any and all portions of the rooftop of the building located on Lessor’s Property (hereinafter defined), including, without limitation, the interior and exterior of any penthouses and other rooms located on, adjacent to, or directly below the rooftop and further including non-exclusive access to the building’s existing telephone distribution systems and facilities as well as vertical and horizontal risers and conduits in the building located on that certain property more particularly described in **Exhibit “A”** attached hereto (“**Lessor’s Property**”), that may be used for the installation, location, operation, maintenance, repair, upgrade, and removal of wireless communications equipment, subject to the terms, covenants and conditions contained therein.

The Agreement is dated as of \_\_\_\_\_, 20\_\_ (the “**Commencement Date**”), and provides for a Lease Term of forty (40) years.

The Agreement includes a right of first refusal in connection with the purchase of an easement for or related to the installation, operation, and maintenance of wireless communications facilities, a lease for or related to installation, operation, and maintenance of wireless communications facilities, a license or any other interest in Lessor’s Property for or related to installation, operation, and maintenance of wireless communications facilities, or Lessor’s interest in this Rooftop Lease Agreement or the Existing WCP Leases, or an option for any of the foregoing.

Lessor hereby irrevocably constitutes and appoints Lessee as its true and lawful attorney-in-fact, with full power of substitution and resubstitution, to prepare, execute, submit, file and present on behalf of Lessor applications for Approvals with the appropriate local, state or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits or building permits, provided such items are consistent with the Permitted Uses, as described in the Agreement.

Lessor further hereby irrevocably constitutes and appoints Lessee as its true and lawful attorney-in-fact, with full power of substitution and resubstitution, to negotiate and consummate subleases, licenses, easements and any other agreements for the use or occupancy of the Leased Premises having a duration beyond the term of the Agreement, subject to the Agreement.

This Memorandum shall be and is intended to be notice to the public of the existence of the Agreement and to establish that fully executed copies of the Agreement are on file in the offices of both Lessor and Lessee. In the event of any conflict between recitations contained in this Memorandum and those contained in the Agreement, the provisions of the Agreement shall control.

Site Name: Park Sprint  
BU#: 852175

*[Signature pages follow.]*

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the date first set forth above.

**LESSEE:**  
**CROWN CASTLE AS LLC,**  
a Delaware limited liability company

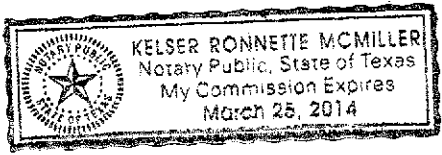
By: Angela A. Siebe  
Name: Angela A. Siebe  
Title: Dir Land Acquisition Ops

**ACKNOWLEDGMENT**

STATE OF TEXAS )  
                                                          )SS:  
COUNTY OF HARRIS )

On the 27 day of DECEMBER in the year 2012, before me, the undersigned, personally appeared ANGELA A. SIEBE, the DIRECTOR of CROWN CASTLE AS LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the First Amendment and Assignment of Purchase and Sale of Lease and Successor Lease and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned.

(seal)



Kelsier McMiller  
Notary Public

Site Name: Park Sprint  
BU#: 852175

**LESSOR:**  
**MYUNG LIM PARK AND DO SUN PARK,**  
individuals

By: *Myung Lim Park*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

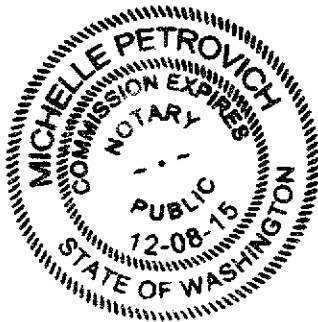
By: *Do Sun Park*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF Washington  
COUNTY OF King )SS:

On the 24 day of Dec in the year 2012, before me, the undersigned, personally appeared **MYUNG LIM PARK** and **DO SUN PARK**, both personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the First Amendment and Assignment of Purchase and Sale of Lease and Successor Lease and acknowledged to me that each of them executed the same on their own behalf and that such individual made such appearance before the undersigned.

(seal)



*Michelle Petrovich*  
Notary Public

Site Name: Park Sprint  
BU#: 852175

**EXHIBIT "A"**

**DESCRIPTION OF LESSOR'S PROPERTY**

That portion of Lots 3 and 6, Block 732, PLAT OF RICHLAND, according to the Plat thereof recorded in Volumes 6 and 7 of Plats, records of Benton County, Washington, described as follows:

Commencing at the Northeast corner of Lot 7 of said Plat of Richland, also being the point of intersection of the West margin of George Washington Way and the South margin of Van Giesen Street; then South 01°05'48" East 225.00 feet along said West margin to the True Point of Beginning; thence continuing South 01°05'48" East 535.00 feet along said West margin to the point of intersection of said West margin with the North margin of Torbett Street;

Thence South 88°54'12" West 217.00 feet along said North margin;

Thence North 01°05'48" West 115.00 feet;

Thence South 88°54'12" West 254.50 feet;

Thence North 01°05'48" West 527.45 feet;

Thence North 89°12'04" East 212.50 feet;

Thence South 01°05'48" East 105.00 feet;

Thence North 89°12'04" East 259.00 feet to the True Point of Beginning.

**WHEN RECORDED RETURN TO:**

**City Surveyor  
City of Richland  
625 Swift Blvd. MS-26  
Richland, WA 99352**

**EXCISE TAX NOT REQUIRED  
BENTON CO EXCISE TAX DEPT  
BY          DEPUTY  
*03/07/23 Easement***

Portion of Parcel No. 1-0298-302-0732-045

---

**ELECTRIC UTILITY EASEMENT**

In and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CV THE FRANKLIN, LLC**, a Washington limited liability company (“Grantor”), grants and conveys to the **CITY OF RICHLAND**, a Washington municipal corporation (“Grantee”), a perpetual easement in, upon, over, under, across and through the following property situated in the County of Benton, State of Washington, described as follows:

An easement for utility purposes being 10.00 feet in width lying in Section 2, Township 9 North, Range 28 East, WM, Benton County, Washington, affecting a portion of Lot 6, Block 732 of the Plat of Richland recorded in Volumes 6 and 7 of Plats, Records of Benton County, Washington, lying 5.00 feet on each side of the following described centerline:

Commencing at the intersection of George Washington Way and Van Giesen Street from which the intersection of Van Giesen Street and Jadwin Avenue bears South 87°04'21” West 1379.33 feet; thence on a random line South 32°12'32” West 453.01 feet to the **True Point of Beginning**;

Thence North 00°37'40” West 11.62 feet; Thence North 54°20'42” East 25.65 feet; Thence North 01°07'26” West 59.75 feet; Thence North 85°42'28” west 16.11 feet; Thence North 52°58'46” West 44.72 feet to a point on the southerly line of the parcel of land described in the Statutory Warranty Deed recorded under Auditor’s Fee Number 2018-015659, records of Benton County and the **Point of Terminus**.

Sidelines to be extended or shortened to terminate at said southerly line.

*See Exhibit “A” (the “Easement Area”).*

**PURPOSE/GRANT:** Grantee shall have the right to use the easement area to construct, operate, maintain, repair, access, replace, improve, patrol, remove, upgrade and extend electric utility systems and all related appurtenances within the Easement Area. This easement also grants the right to permit/franchise holders and utility licensees of the City of Richland to place fiber, telephone, and television cable circuits in the Easement Area.

1. **Space Included.** The easement shall include the surface and subsurface below for the purposes herein stated.
2. **Access.** The easement shall include the right of pedestrian, equipment, and vehicular access over existing roads across the adjacent or remainder property of Grantor for the purpose of obtaining access to and from the Easement Area. In the event access is not reasonably available over existing roads, Grantee shall have the right of reasonable access over the adjacent property of Grantor along any route that is reasonable and appropriate to obtain access to and from the Easement Area. Grantee shall have the right to use such portion of the property along and adjacent to the Easement Area as may be necessary in connection with the construction, reconstruction, maintenance, repair or other purpose stated in this easement document.
3. **Easement Area Clearing & Maintenance.** The easement shall include the right, but not the obligation, to cut, trim, chemically treat with herbicides, and/or remove trees, shrubs, bushes, brush, and/or other vegetation within or immediately adjacent to the Easement Area for the purpose of protecting, accessing, constructing or maintaining utilities or equipment. Removal may be carried out by Grantee on a continuing basis by any reasonable and prudent means.
4. **Restoration.** Grantee shall promptly, at its expense, repair and restore to its pre-existing condition any portion of the property damaged or destroyed as a result of Grantee exercising any of its rights under the easement.
5. **Grantor's Use of Easement Area.** Grantor may use the Easement Area for any purpose not inconsistent with the rights granted, provided such use does not interfere with or endanger the construction, operation, access and/or maintenance of facilities.
6. **Assignment.** The easement and this instrument shall be a covenant running with the land and shall be binding upon the heirs, executors, administrators, successors and assigns of both parties. The easement shall include the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement.
7. **Indemnification.** Grantee shall indemnify and hold Grantor harmless from and against any and all claims, liabilities, losses, damages and costs (including reasonable attorney fees) resulting solely from or related to Grantee's use of this easement.
8. **Grantor's Warranty.** Grantor warrants title to the rights granted herein. Grantor further covenants that Grantor is the sole owner of the property over which this easement is



granted, that Grantor has the lawful right to convey this easement interest, and that the property is free and clear of encumbrances, except as agreed to by Grantee.

9. **Termination.** The rights herein granted shall continue until such time as Grantee terminates such rights by written instrument. Any improvements not removed by Grantee within one (1) year of termination shall become the property of Grantor.

*[Signature Pages to Follow]*

**GRANTOR – CV THE FRANKLIN, LLC**

A Washington limited liability company

By: [Signature]  
Sean Keys, Owner

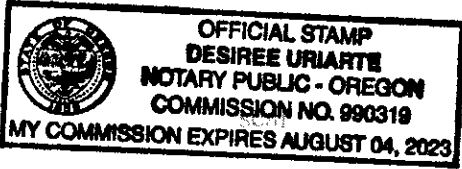
STATE OF Oregon )  
                                                          ): SS  
COUNTY OF Washington )

On this 27 day of February, 2023, before me, the undersigned Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared **Sean Keys, Owner of CV The Franklin, LLC**, to me known to be authorized and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the use and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, my hand and official seal are hereon affixed on the day and year above written.

[Signature]  
Signature

Printed Name: Desiree Uriarte  
Notary Public in and for the State of Oregon  
Residing at Beaverton, OR 97006  
My appointment expires Aug. 4, 2023



**GRANTEE – City of Richland**  
a Washington municipal corporation

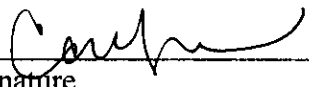
*HOK*

By:   
Jon Amundson, ICMA-CM  
City Manager

STATE OF WASHINGTON          )  
                                              : SS  
COUNTY OF BENTON                )

On this 7 day of March, 2023, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Jon Amundson, Richland City Manager**, to me known to be authorized and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the use and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, my hand and official seal are hereon affixed on the day and year above written.

  
Signature

Printed Name: Carly Kirkpatrick  
Notary Public in and for the State of Washington  
Residing at Benton County  
My appointment expires Oct 6, 2023

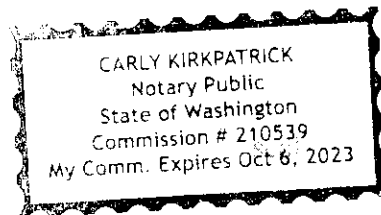


Exhibit A

