

THIRD AMENDMENT TO SITE EASEMENT WITH OPTION

THIS THIRD AMENDMENT TO SITE EASEMENT WITH OPTION (the "**Third Amendment**") is made and entered into as of the latter signature date hereof (the "**Effective Date**"), by and between Whatcom County and Compass Health, a Washington public benefit corporation (collectively, "**Landlord**"), Compass Health being the successor by merger to Whatcom Counseling and Psychiatric Clinic, a Washington nonprofit corporation, and T-Mobile West Tower LLC, a Delaware limited liability company ("**Tenant**"), successor in interest to T-Mobile West LLC, a Delaware limited liability company, successor in interest to T-Mobile West Corporation, a Delaware corporation, by and through Tenant's Attorney In Fact CCTMO LLC, a Delaware limited liability company. Landlord and Tenant are sometimes hereinafter referred to collectively as the "**Parties**" and each individually as a "**Party**".

RECITALS

A. WHEREAS, Landlord's and Tenant's predecessors in interest entered into a Site Easement with Option, dated May 21, 2004, amended by that certain Amendment to Site Easement with Option, dated May 22, 2006, and that certain Second Amendment to Site Easement with Option, dated September 1, 2006 (collectively, as amended, the "**Easement**"), whereby Landlord granted an easement to Tenant on a portion of the real property, together with access and utility easements (the "**Premises**"), located at 3645 E. McLeod Road, Bellingham, Washington 98226 (the "**Property**"), as described in more detail in the Easement;

B. WHEREAS, on or about June 26, 2014 Articles of Merger, dated June 19, 2014 (the "**Articles**") were filed with the Washington Secretary of State, evidencing Whatcom Counseling and Psychiatric Clinic's merger with Compass Health. The Articles state Compass Health was the surviving entity of the merger;

C. WHEREAS, on or about November 28, 2012, T-Mobile West LLC, a Delaware limited liability company, transferred its interest in the Premises and Easement to T-Mobile West Tower LLC, a Delaware limited liability company;

D. WHEREAS, CCTMO LLC, a Delaware limited liability company, subleases the Premises from T-Mobile West Tower LLC, and is its Attorney in Fact as it relates to the Easement and Premises pursuant to the Master Prepaid Lease, dated November 30, 2012, between CCTMO LLC and T-Mobile West Tower LLC;

E. WHEREAS, Landlord and Tenant desire to expand the Premises and otherwise amend the Easement as set forth below.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Defined Terms. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Easement.

2. Expansion of Premises. The Premises is hereby increased in size to include additional space consisting of an eighty seven square foot (87 SF) parcel of real property near the existing Premises at a location more particularly shown on Exhibit B-1, attached hereto (the "**Additional Easement Area**"). Landlord and Tenant agree that the Premises, as modified herein, is depicted and/or described in Exhibit B-1. Exhibit B-1, which is incorporated herein by this reference, shall replace Exhibit B to the Easement in its entirety. Notwithstanding anything to the contrary in this Third Amendment, including Exhibit B-1, Tenant is not relinquishing any rights to any easement area, access easements, and/or utility easements that it possesses prior to the Effective Date. In the event the location(s) of any of Tenant's or its subtenants' existing improvements, utilities, and/or access routes are not depicted or described in Exhibit B-1, site plans and/or legal descriptions, Tenant's easement rights and access and utility easement rights over such area(s) shall remain in full force and effect and the Premises shall be deemed to include such areas. Any reference in Exhibit B-1 to the "Combined Lease Area" shall mean the "Premises", not including utility and access easements. Any reference in the Easement to Exhibit B, shall be deemed to refer to Exhibit B-1.

3. Rent. Effective upon start of construction in the Additional Easement Area, the monthly Rent shall increase by Two Hundred Fifty Dollars and No Cents (\$250.00) per month (the "**Additional Rent**"), with any partial months to be prorated. Following such increase, the monthly Rent, including the Additional Rent, shall continue to adjust pursuant to the terms of the Easement.

4. Utility Fee. Effective upon start of construction in the Additional Easement Area, Tenant shall pay Landlord Fifty Dollars and No Cents (\$50.00) per month ("**Subtenant Utility Fee**"). This Subtenant Utility Fee is for the purpose of reimbursing Landlord for Tenant's new third party subtenant's electrical usage. The Subtenant Utility Fee shall not be subject to escalation, except that, at Landlord's request (which request shall not be more frequent than once every twelve (12) months), Landlord shall calculate a new monthly Subtenant Utility Fee if the previous amount is not sufficient based upon the subtenant's actual electrical consumption, and the Subtenant Utility Fee shall be adjusted accordingly.

5. Relinquishment of Additional Easement Area. In the event Tenant ceases to use the Additional Easement Area, or in the event Tenant does not enter into a sublease with a third party for use of the Additional Easement Area, Tenant's obligation to pay the Additional Rent and Subtenant Utility Fee shall likewise terminate upon the earliest to occur of: (i) removal of the improvements located within the Additional Easement Area, (ii) thirty (30) days after Landlord's receipt of written notice from Tenant that it did not enter into a sublease with a third party for use of the Additional Easement Area. In such case, the Premises shall be deemed to no longer include the Additional Easement Area.

6. Memorandum of Amendment. At the same time it executes this Third Amendment, Landlord will execute, acknowledge, and deliver to Tenant a recordable Memorandum of Third Amendment to Easement with Option in the form contained in Exhibit 1 hereto. Either Party may record the memorandum at any time, in its absolute discretion.

7. Notices. The following notice addresses for Tenant shall replace the notice addresses set out in Section 12 of the Easement:

To Tenant:

T-Mobile West Tower LLC
12920 S.E. 38th Street
Bellevue, Washington 98006
Attention: Leasing Administration

With a cc to:

T-Mobile West Tower LLC
c/o CCTMO LLC
Attn: Legal Dept.
2000 Corporate Drive
Canonsburg, PA 15317

8. Representations, Warranties and Covenants of Landlord. Landlord represents, warrants, and covenants to Tenant as follows:

- (a) Landlord is duly authorized to and has the full power and authority to enter into this Third Amendment and to perform all of Landlord's obligations under the Easement, as amended hereby.
- (b) Landlord owns the Premises, as amended, free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Premises, as amended, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Tenant arising under the Easement, as amended hereby, and the rights of utility providers under recorded easements.
- (c) Upon Tenant's request, Landlord shall discharge and cause to be released (or, if approved by Tenant, subordinated to Tenant's rights under the Easement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Premises, as amended.
- (d) Upon Tenant's request, Landlord shall cure any defect in Landlord's title to the Premises, as amended, which in the reasonable opinion of Tenant has or may have an adverse effect on Tenant's use or possession of the Premises, as amended.
- (e) Tenant is not currently in default under the Easement, and to Landlord's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Easement.
- (f) Landlord agrees to execute and deliver such further documents and provide such further assurances as may be requested by Tenant to effect any release or cure referred to in this Section 8, carry out and evidence the full intent and purpose of the

Parties under the Easement, as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession, and quiet enjoyment of the Premises under the Easement, as amended hereby.

9. Conflicts. In the event of any conflict or inconsistency between the terms of this Third Amendment and the Easement, the terms of this Third Amendment shall govern and control.

10. Counterparts. This Third Amendment 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.

11. Recitals. The recitals in this Third Amendment are hereby incorporated herein as if set forth fully in this section.

12. Remainder of Easement Unaffected. In all other respects, the remainder of the Easement shall remain in full force and effect. Any portion of the Easement that is inconsistent with this Third Amendment is hereby amended to be consistent.

IN WITNESS WHEREOF, Landlord and Tenant, having read the foregoing and intending to be legally bound hereby, have caused this Third Amendment to be duly executed by their duly authorized representatives as of the date(s) written below.

TENANT:

T-Mobile West Tower LLC, a Delaware limited liability company

BY: CCTMO LLC, a Delaware limited liability company, Its Attorney in Fact

By: Chris Listfeld

Printed Name: Chris Listfeld

Title: Real Estate Project Manager

Date: 3/22/2019

LANDLORD:

Compass Health, a Washington public benefit corporation

By: Tom Sebastian

Printed Name: Tom Sebastian

Title: CEO

Date: 4/17/19

Whatcom County

By: _____

Printed Name: _____

Title: _____

Date: _____

ACKNOWLEDGEMENTS ON FOLLOWING PAGES

Approved at to form Civil Prosecuting Attorney:

Karen [Signature]

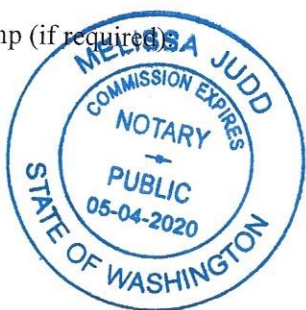
ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF Snohomish)

I certify that I know or have satisfactory evidence that Tom Sebastian is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ (type of authority, e.g., officer, trustee, etc.) of Compass Health, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Stamp (if required):



Date: 4/17/2019
Melissa Judd
Notary Public
Title of office: Executive Assistant
My appointment expires: 5/4/2020

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ (type of authority, e.g., officer, trustee, etc.) of Whatcom County, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Stamp (if required):

Date: _____

Notary Public
Title of office: _____
My appointment expires: _____

ACKNOWLEDGEMENTS CONTINUE ON FOLLOWING PAGES

Approved to form Civil Prosecuting Attorney:

A handwritten signature in blue ink, appearing to read "Tom Sebastian", written over a horizontal line.

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Chris Listfeld is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the Real Estate Project Manager (type of authority, e.g., officer, trustee, etc.) of CCTMO LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Stamp (if required):

Date: 3/22/2019
Peri Tobin

Notary Public
Title of office: Real Estate Specialist
My appointment expires: 8/21/2020



EXHIBIT B-1

DESCRIPTION OF PREMISES/SITE PLAN

See attached drawings



PROPRIETARY INFORMATION
 THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS THE PROPERTY OF CROWN CASTLE. ANY USE OR DISCLOSURE OF OTHER THAN AS IT RELATES TO CROWN CASTLE IS STRICTLY PROHIBITED.

SITE NAME
KAFE RADIO/COUNTY CLINIC

B.U.N.
824942

SITE ADDRESS
 3845 E MCLEOD ROAD
 BELLINGHAM, WA 98226
 WHATCOM COUNTY

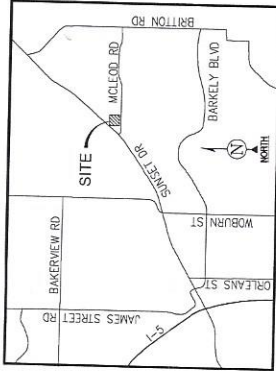


ambit consulting
 3000 15th Ave S
 TACOMA, WASHINGTON 98402
 PH: (253) 372-9181

REV.	DATE	DESCRIPTION	BY	CHK
0	11/13/18	SUBMITTAL		

SHEET TITLE
TITLE

SHEET NO.
LS-1



VICINITY MAP
 N.T.S.

GRID TO GROUND CONVERSION
 ALL BEARINGS AND DISTANCES ARE BASED ON THE WASHINGTON NORTH STATE PLANE COORDINATE ZONE GRID. TO DERIVE GROUND DISTANCES DIVIDE BY 0.99996341

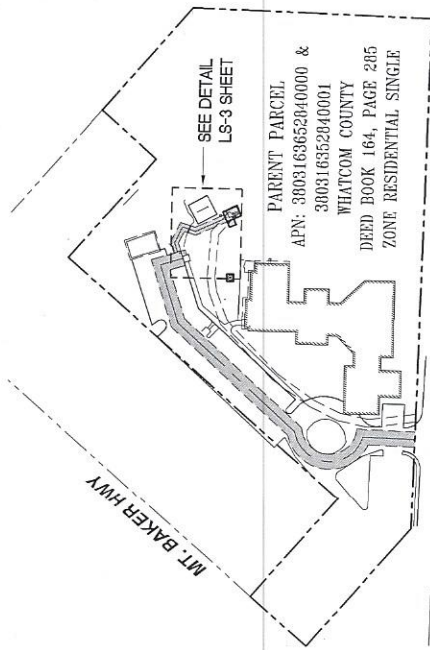
POSITION OF GEODETIC COORDINATES
 LATITUDE 48° 46' 58.76" NORTH (NAD83)
 LONGITUDE 122° 23' 40.08" WEST (NAD83)
 GROUND ELEVATION @ 318.0' (NAVD88)

SURVEY DATE
 09/17/2018

CERTIFICATION
 ALL VISIBLE SITE RELATED IMPROVEMENTS ARE CONTAINED WITHIN THE OVERALL LEASE AREA.

CERTIFIED TO:
 CROWN CASTLE
 CHICAGO TITLE INSURANCE COMPANY

REGISTRANT, RLS #XXXXX DATE



OVERALL DETAIL

SCALE: 1" = 160' (11" X 17")
 1" = 80' (22" X 34")

LEGEND	
P.O.T.	POINT OF TERMINUS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
CLF	CHAIN LINK FENCE
EP	EDGE OF PAVEMENT
CMU	CONCRETE MASONRY UNIT
UTIL	UTILITY
CAB	CABINET
☉	LIGHT POLE
☼	UTILITY POLE
⊙	POSITION OF GEODETIC COORDINATES
—○—	CHAIN LINK FENCE
---	LIMITS OF LESSOR'S PROPERTY
- - -	LEASE AREA
- - - -	EASEMENT

- SURVEYOR'S NOTES**
- SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS ARE DEFINITE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT ANY INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION, REMOVAL, RELOCATION AND/OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.
 - BUILDING SETBACK LINES, ZONING, FLOOD AREA ZONES, AND ADDRESSES THAT MAY BE SHOWN ARE SUPPLIED BY THE GOVERNING AGENCY OR TAKEN FROM THE BEST AVAILABLE RECORDS. THE SURVEYOR WILL NOT ACCEPT RESPONSIBILITY FOR THE ACCURACY OF ANY INFORMATION SUPPLIED BY OTHERS.
 - THE DESCRIPTION OF PROPERTY, BOUNDARIES AND EASEMENTS SHOWN HEREON, REPRESENT THE INFORMATION PROVIDED IN A TITLE REPORT, ORDER NO. CRC-MC-11920285, DATED SEPTEMBER 20, 2018. ANY INFORMATION SHOWN WHICH MAY VARY FROM THE CONTENTS OF THE REPORT(S) NOTED ABOVE, REPRESENTS INFORMATION AND MEASUREMENTS FOUND DURING THE COURSE OF THE SURVEY.
 - BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 (2011) COORDINATE SYSTEM WASHINGTON STATE PLANE COORDINATE ZONE NORTH, DETERMINED BY GPS OBSERVATIONS.
 - THIS PROJECT APPEARS TO BE LOCATED WITHIN FLOOD ZONE "X" ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP(S), MAP ID #53073C1216D, DATED 01/16/2004.
 - PROJECT ELEVATIONS ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS BY APPLICATION OF NGS "GEOID 12B" MODELED SEPARATIONS TO ELLIPSOID HEIGHTS DETERMINED BY REAL TIME KINEMATIC (RTK) GPS DATA PROCESSED ON THE WASHINGTON STATE REFERENCE NETWORK (WSRN). ALL ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NAVD88 DATUM.
 - THE PURPOSE OF THIS SURVEY IS TO ESTABLISH OR DETERMINE A CROWN CASTLE LEASE PARCEL & ASSOCIATED EASEMENTS. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION PROVIDED BY TITLE AND DOES NOT CONSTITUTE A BOUNDARY SURVEY. THIS FIELD SURVEY, PER CROWN CASTLE REQUIREMENTS CORNERS WILL BE SET AT THE CLIENT'S DISCRETION UPON FINAL APPROVAL OF THE SURVEY.



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SITE NAME
KAFE RADIO/COUNTY CLINIC

B.U.N.
 824942

SITE ADDRESS
 3655 E. MCLEOD ROAD
 BELLINGHAM, WA 98226
 WHATCOM COUNTY



ambit consulting
 2000 10TH AVENUE, SUITE 200
 TACOMA, WASHINGTON 98402
 PH. (253) 572-9181

REV.	DATE	DESCRIPTION	BY
0	11/13/19	SUBMITTAL	DK

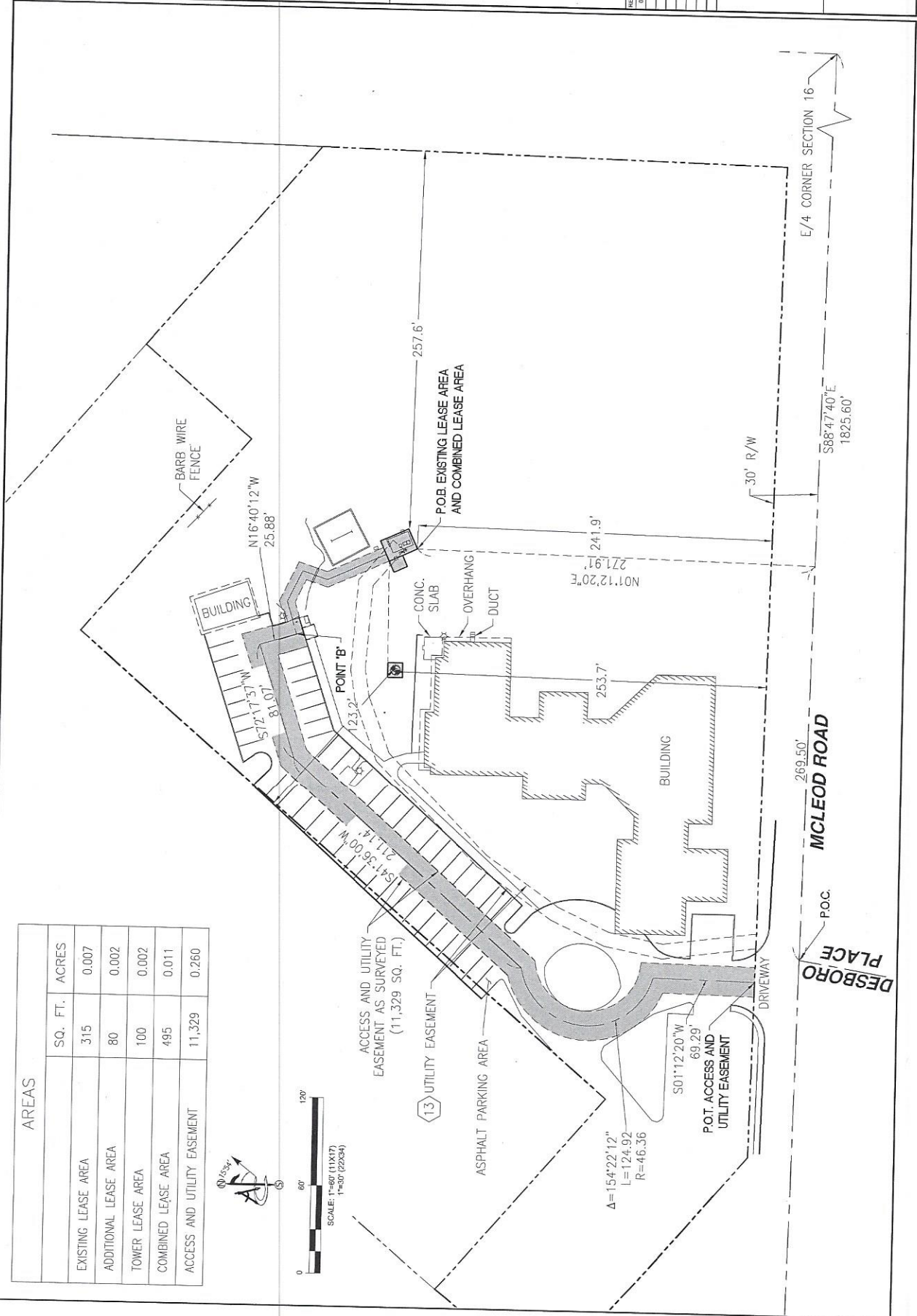
SHEET TITLE
OVERALL DETAIL

SHEET NO.
LS-2

AREAS		SQ. FT.	ACRES
EXISTING LEASE AREA		315	0.007
ADDITIONAL LEASE AREA		80	0.002
TOWER LEASE AREA		100	0.002
COMBINED LEASE AREA		495	0.011
ACCESS AND UTILITY EASEMENT		11,329	0.260



SCALE: 1"=80' (1:800)
 1"=30' (2250)



$$\Delta = 154^{\circ}22'12''$$

$$L = 124.92$$

$$R = 46.36$$

S01°12'20"W
 69.29'

P.O.T. ACCESS AND
 UTILITY EASEMENT

DRIVEWAY

DESBORO PLACE

P.O.C.

MCLEOD ROAD

269.50'

30' R/W

271.9'

241.9'

253.7'

257.6'

E/4 CORNER SECTION 16

1825.60'

S88°47'40"E

1825.60'

25.88'

N16°40'12"W

81.07'

572°17'37"W

211.14'

S47°36'00"W

253.7'

123.2'

POINT 'B'

CONC. SLAB

OVERHANG

DUCT

P.O.B. EXISTING LEASE AREA AND COMBINED LEASE AREA

BARB WIRE FENCE

BUILDING

BUILDING

ASPHALT PARKING AREA

ACCESS AND UTILITY EASEMENT AS SURVEYED (11,329 SQ. FT.)

UTILITY EASEMENT

13'

30' R/W

30' R/W

DRIVEWAY

DESBORO PLACE

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CONC. SLAB

OVERHANG

DUCT

P.O.B. EXISTING LEASE AREA AND COMBINED LEASE AREA

BARB WIRE FENCE

BUILDING

BUILDING

ASPHALT PARKING AREA

ACCESS AND UTILITY EASEMENT AS SURVEYED (11,329 SQ. FT.)

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PROPRIETARY INFORMATION
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SITE NAME
 KAFF RADIO/COUNTY CLINIC

B.U.N.
 824942

SITE ADDRESS
 3645 E. INGLEDOD ROAD
 BELLINGHAM, WA 98226
 WHATCOM COUNTY

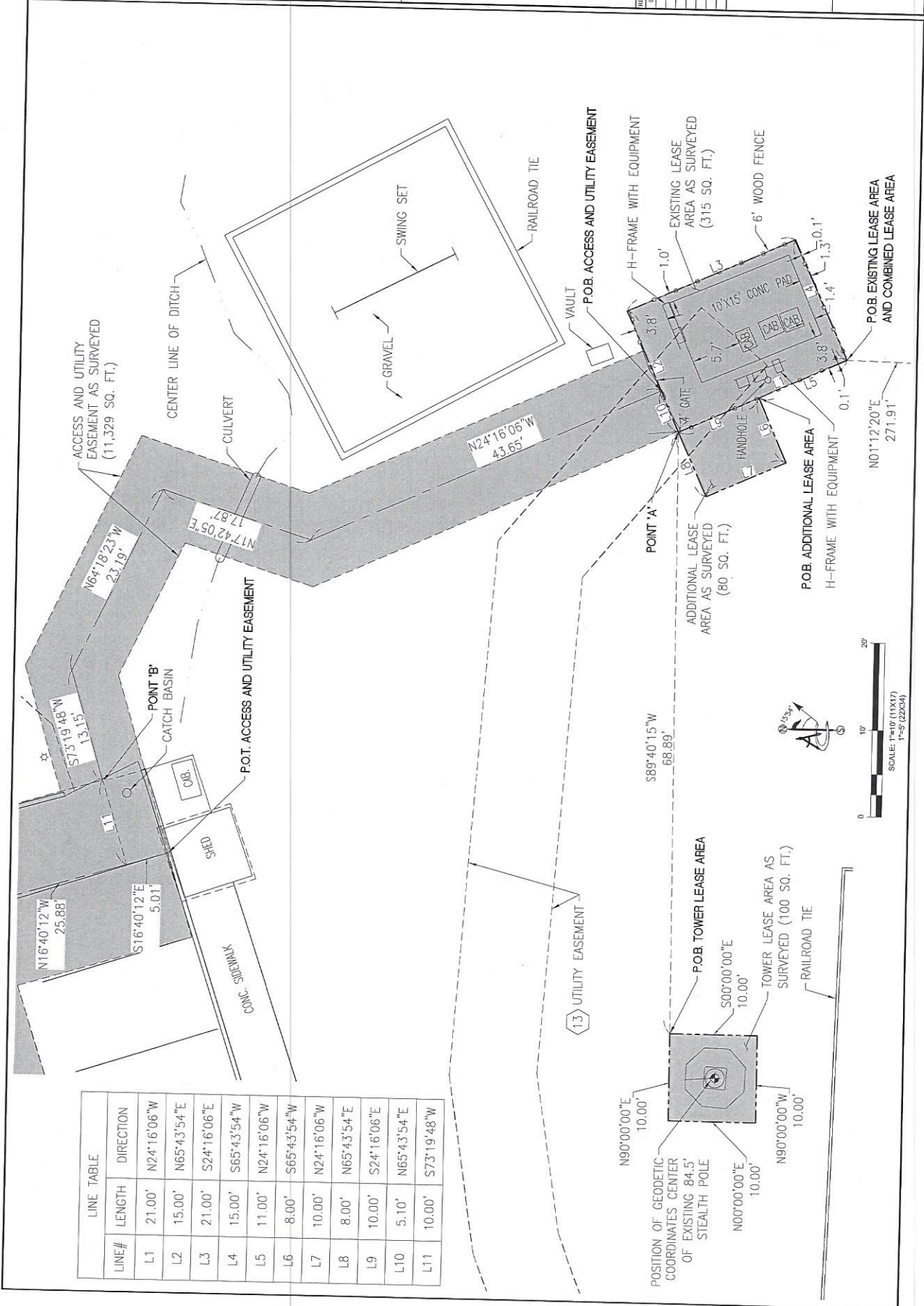


ambit consulting
 2000 UNIVERSITY BLVD, SUITE 300
 TACOMA, WASHINGTON 98402
 PH. (253) 572-9181

REV.	DATE	DESCRIPTION	BY	CHK.
1		INITIAL		
2		SUBMITTAL		

SHEET TITLE
 SITE
 DETAIL

SHEET NO.
 LS-3



LINE TABLE	
LINE#	DIRECTION
L1	N24°16'06"W
L2	N65°43'54"E
L3	S24°16'06"E
L4	S65°43'54"W
L5	N24°16'06"W
L6	S65°43'54"W
L7	N24°16'06"W
L8	N65°43'54"E
L9	S24°16'06"E
L10	N65°43'54"E
L11	S73°19'48"W



PROPRIETARY INFORMATION
 THE INFORMATION CONTAINED IN THIS SET
 IS CONFIDENTIAL TO CROWN CASTLE
 ANY USE OR DISCLOSURE OTHER THAN AS
 IT RELATES TO CROWN CASTLE IS
 STRICTLY PROHIBITED

SITE NAME
**KAFE RADIO/COUNTY
 CLINIC**

B.U.N.
 824942

SITE ADDRESS
 3635 E. MCLEOD ROAD
 BELLINGHAM, WA 98228
 WHATCOM COUNTY



ambit consulting
 3000 15TH AVENUE S.W.
 TACOMA, WASHINGTON 98402
 PH. (253) 372-9181

REV.	DATE	DESCRIPTION	BY
0	11/13/19	SUBMITTAL	DK

SHEET TITLE
NOTES

SHEET NO.

LS-5

SCHEDULE 'B' NOTES

REFERENCE IS MADE TO A TITLE REPORT, ORDER NO. CRC-WC-1192020-C, ISSUED BY CHICAGO TITLE INSURANCE COMPANY, DATED SEPTEMBER 20, 2018. ALL EASEMENTS CONTAINED WITHIN SAID TITLE REPORT AFFECTING THE IMMEDIATE AREA SURROUNDING THE LEASE HAVE BEEN PLOTTED.

SCHEDULE "B" EXCEPTIONS 1-10 ARE NOT SURVEY MATTERS AND CANNOT BE PLOTTED.

11. LAND LEASE BETWEEN WHAT COUNTY AND WHATCOM COMMUNITY MENTAL HEALTH SERVICES, INC., A NON-PROFIT CORPORATION, DATED MAY 1, 1972 RECORDED MAY 26, 1972, IN VOLUME 166 PAGE 450, IN WHATCOM COUNTY, WASHINGTON. **AFFECTS PARENT PARCEL - BLANKET IN NATURE**
12. TERMS AND CONDITIONS OF UNRECORDED EASEMENTS EVIDENCED BY MEMORANDUM OF EASEMENT BETWEEN WHATCOM COUNTY AND WHATCOM COUNSELING AND PSYCHIATRIC CLINIC, INC. A NON-PROFIT CORPORATION AND VOICESTREAM P/SS PCS, L.P., BY VOICE STREAM PV/SS PCS HOLDINGS, L.P., ITS GENERAL PARTNER, DATED MAY 21, 2004 RECORDED NOVEMBER 8, 2006, AS INSTRUMENT NO. 206101075, IN WHATCOM COUNTY, WASHINGTON. **AFFECTS PARENT PARCEL - NOT DEFINED**
13. UTILITIES EASEMENT BETWEEN WHATCOM COUNTY, A WASHINGTON MUNICIPAL CORPORATION AND BLACK ROCK CABLE, A NEVADA CORPORATION, D/B/A BLACK ROCK CABLE INC., REGISTERED TO DO BUSINESS IN THE STATE OF WASHINGTON, DATED FEBRUARY 8, 2013 RECORDED FEBRUARY 12, 2013, AS INSTRUMENT NO. 2130201541, IN WHATCOM COUNTY, WASHINGTON. **AFFECTS PARENT PARCEL - PLOTTED**
14. TERMS AND CONDITIONS OF UNRECORDED LEASE AS EVIDENCED BY MEMORANDUM OF MASTER PREPAID LEASE AND MANAGEMENT AGREEMENT BETWEEN T-MOBILE WEST TOWER LLC, A DELAWARE LIMITED LIABILITY COMPANY AND CCTWO LLC, A DELAWARE LIMITED LIABILITY COMPANY, DATED DECEMBER 20, 2014 RECORDED DECEMBER 22, 2014, AS INSTRUMENT NO. 2141202448, IN WHATCOM COUNTY, WASHINGTON. **AFFECTS PARENT PARCEL - NOT DEFINED**

EXHIBIT 1

MEMORANDUM OF THIRD AMENDMENT TO SITE EASEMENT WITH OPTION

BU# 824942
Site Name: Kafe Radio/County Clinic

MEMORANDUM OF THIRD AMENDMENT TO SITE EASEMENT WITH OPTION

This Memorandum of Third Amendment to Site Easement with Option is entered into as of the latter signature date hereof, by and between Whatcom County and Compass Health, a Washington public benefit corporation (collectively, "**Landlord**"), Compass Health being the successor by merger to Whatcom Counseling and Psychiatric Clinic, a Washington nonprofit corporation, with an address of PO Box 3810 Everett, WA 98213, and T-Mobile West Tower LLC, a Delaware limited liability company ("**Tenant**"), successor in interest to T-Mobile West LLC, a Delaware limited liability company, successor in interest to T-Mobile West Corporation, a Delaware corporation, by and through Tenant's Attorney In Fact CCTMO LLC, a Delaware limited liability company, with an address of at 2000 Corporate Drive Canonsburg, PA 15317.

1. Landlord's and Tenant's predecessors in interest entered into a Site Easement with Option, dated May 21, 2004, amended by that certain Amendment to Site Easement with Option, dated May 22, 2006, and that certain Second Amendment to Site Easement with Option, dated September 1, 2006 (collectively, as amended, the "**Easement**"), whereby Landlord granted an easement to Tenant over a portion of the real property, together with access and utility easements (the "**Premises**"), located at 3645 E. McLeod Road, Bellingham, Washington 98226 (the "**Property**"), as described in more detail in the Easement.
2. On or about June 26, 2014 Articles of Merger, dated June 19, 2014 (the "**Articles**") were filed with the Washington Secretary of State, evidencing Whatcom Counseling and Psychiatric Clinic's merger with Compass Health. The Articles state Compass Health was the surviving entity of the merger.
3. On or about November 28, 2012, T-Mobile West LLC, a Delaware limited liability company, transferred its interest in the Premises and Easement to T-Mobile West Tower LLC, a Delaware limited liability company.
4. CCTMO LLC, a Delaware limited liability company, subleases the Premises from T-Mobile West Tower LLC, and is its Attorney in Fact as it relates to the Easement and Premises pursuant to the Master Prepaid Lease, dated November 30, 2012, between CCTMO LLC and T-Mobile West Tower LLC.
5. Landlord and Tenant have entered into a Third Amendment to Site Easement with Option (the "**Third Amendment**"), of which this is a Memorandum, wherein the Premises was expanded. A description of the Premises, as expanded, is attached hereto as Exhibit A.
6. The terms, covenants and provisions of the Third Amendment shall extend to, and be binding upon, the respective executors, administrators, heirs, successors, and assigns of Landlord and Tenant.
7. This Memorandum of Third Amendment to Site Easement with Option is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Third Amendment and Easement, all of which are hereby ratified and affirmed.

8. The original copy of the Easement and the Third Amendment are held at Landlord's and Tenant's addresses set forth above.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Third Amendment to Site Easement with Option as of the date(s) written below.

TENANT:

T-Mobile West Tower LLC, a Delaware limited liability company

BY: CCTMO LLC, a Delaware limited liability company, Its Attorney in Fact

By: 

Printed Name: Chris Listfeld

Title: Real Estate Project Manager

Date: 3/22/2019

LANDLORD:

Compass Health, a Washington public benefit corporation

By: 

Printed Name: Tom SEBASTIAN

Title: CEO

Date: 4/17/19

Whatcom County

By: _____

Printed Name: _____

Title: _____

Date: _____

ACKNOWLEDGEMENTS ON FOLLOWING PAGES

Approved at to form Civil Prosecuting Attorney:



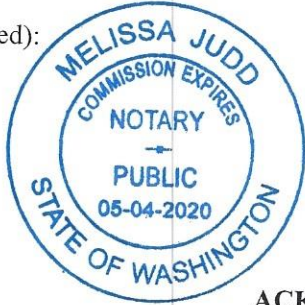
ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF Snohomish)

I certify that I know or have satisfactory evidence that Tom Sebastian is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the CEO/President (type of authority, e.g., officer, trustee, etc.) of Compass Health, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Stamp (if required):



Date: 4/17/2019

Melissa Judd
Notary Public

Title of office: Executive Assistant

My appointment expires: 5/4/2020

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ (type of authority, e.g., officer, trustee, etc.) of Whatcom County, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Stamp (if required):

Date: _____

Notary Public

Title of office: _____

My appointment expires: _____

ACKNOWLEDGEMENTS CONTINUE ON FOLLOWING PAGES

Approved at to form Civil Prosecuting Attorney:

Karen J. Frank

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Chris Lisfeld is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the Real Estate Project Manager (type of authority, e.g., officer, trustee, etc.) of CCTMO LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Stamp (if required):

Date: 3/22/2019
Peri Tobin

Notary Public
Title of office: Real Estate Specialist

My appointment expires: 8/21/2020



EXHIBIT A
DESCRIPTION OF PREMISES

PREMISES LEGAL DESCRIPTION (AS SURVEYED), not including access and utility easements

ALL THAT PORTION OF THAT CERTAIN PROPERTY CONVEYED TO WHATCOM COUNTY FROM WHATCOM COMMUNITY MENTAL HEALTH SERVICES, INC., A NON-PROFIT CORPORATION IN A DEED DATED APRIL 3, 1972 AND RECORDED MAY 1, 1972, IN BOOK 164 PAGE 285 BEING LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 3 EAST OF W. M. SITUATED IN THE COUNTY OF WHATCOM IN THE STATE OF WASHINGTON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE APPARENT INTERSECTION OF THE CENTERLINE OF DESBORO PLACE AND THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION BEARS SOUTH 88°47'40" EAST, 1825.60 FEET;

THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 88°47'40" EAST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 269.50 FEET;

THENCE DEPARTING SAID SOUTH LINE NORTH 01°12'20" EAST, 271.91 FEET TO THE POINT OF BEGINNING

THENCE NORTH 24°16'06" WEST, 11.00 FEET;

THENCE SOUTH 65°43'54" WEST, 8.00 FEET;

THENCE NORTH 24°16'06" WEST, 10.00 FEET;

THENCE NORTH 65°43'54" EAST, 8.00 FEET TO A POINT HEREINAFTER KNOWN AS POINT "A";

THENCE CONTINUING NORTH 65°43'54" EAST, 15.00 FEET

THENCE SOUTH 24°16'06" EAST, 21.00 FEET;

THENCE SOUTH 65°43'54" WEST, 15.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AFOREMENTIONED POINT "A" THENCE SOUTH 89°40'15" WEST 68.89 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 00°00'00" WEST, 10.00 FEET;

THENCE NORTH 90°00'00" WEST, 10.00 FEET;

THENCE NORTH 00°00'00" EAST, 10.00 FEET;

THENCE NORTH 90°00'00" EAST, 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 495 SQUARE FEET, OR 0.011 ACRES, MORE OR LESS.

Exhibit A – Premises

BU# 824942

Site Name: Kafe Radio/County Clinic

ACCESS AND UTILITY EASEMENT LEGAL DESCRIPTION (AS SURVEYED)

ALL THAT PORTION OF THAT CERTAIN PROPERTY CONVEYED TO WHATCOM COUNTY FROM WHATCOM COMMUNITY MENTAL HEALTH SERVICES, INC., A NON-PROFIT CORPORATION IN A DEED DATED APRIL 3, 1972 AND RECORDED MAY 1, 1972, IN BOOK 164 PAGE 285 BEING LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 3 EAST OF W. M. SITUATED IN THE COUNTY OF WHATCOM IN THE STATE OF WASHINGTON AND BEING A STRIP OF LAND 10.00 FEET WIDE, 5.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE APPARENT INTERSECTION OF THE CENTERLINE OF DESBORO PLACE AND THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION BEARS SOUTH 88°47'40" EAST, 1825.60 FEET;

THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 88°47'40" EAST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 269.50 FEET;

THENCE DEPARTING SAID SOUTH LINE NORTH 01°12'20" EAST, 271.91 FEET;

THENCE NORTH 24°16'06" WEST, 21.00 FEET;

THENCE NORTH 65°43'54" EAST, 5.10 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 24°16'06" WEST, 43.65 FEET;

THENCE NORTH 17°42'05" EAST, 17.87 FEET;

THENCE NORTH 64°18'23" WEST, 23.19 FEET;

THENCE SOUTH 73°19'48" WEST, 13.15 FEET TO A POINT HEREINAFTER KNOWN AS POINT "B" AND A POINT OF TERMINUS;

TOGETHER WITH A STRIP OF LAND 20.00 FEET WIDE, 10.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT AFOREMENTIONED POINT "B", THENCE SOUTH 73°19'48" WEST, 10.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 16°40'12" EAST, 5.01 FEET TO A POINT OF TERMINUS.

AND FROM SAID POINT OF BEGINNING THENCE NORTH 16°40'12" WEST, 25.88 FEET;

THENCE SOUTH 72°17'37" WEST, 81.07 FEET;

THENCE SOUTH 41°36'00" WEST, 211.14 FEET TO A POINT OF NON-TANGENT CURVE WHOSE RADIUS POINT BEARS SOUTH 09°46'04" EAST, 46.36 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 154°22'12", AN ARC DISTANCE OF 124.92 FEET (CHORD SOUTH 03°02'50" WEST, 90.42 FEET);

THENCE SOUTH 01°12'20" WEST, 69.29 FEET MORE OR LESS TO A POINT ON THE NORTHERLY RIGHT OF WAY OF MCLEOD ROAD AND THE POINT OF TERMINUS.

CONTAINING 11,329 SQUARE FEET, OR 0.260 ACRES, MORE OR LESS.

Exhibit A - Premises

BU# 824942

Site Name: Kafe Radio/County Clinic