

57464

Site Name: Beth's Butte
Malin, OR

JUNCTION

MTC 15981-L
MCI TELECOMMUNICATIONS CORPORATION

Vol. M84

Page

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SITE LEASE

LEASE made this 19th day of AUGUST, 1985, by and between Joseph G. Thompson, Stanley J. Pence, Jr., and Jeffrey A. Pence whose address is P. O. Box 160, Merrill, Oregon 97633 (hereinafter called "Landlord"), and MCI Telecommunications Corporation, a Delaware corporation having an office at 1133 19th Street, N.W., Washington, D.C. 20036 (hereinafter called Tenant").

1. Landlord hereby leases, demises and lets unto Tenant, and Tenant hereby hires from Landlord, for all purposes which Tenant may desire, the parcel of land (hereinafter called the "Premises") located within SW1/4 of the NW1/4 of Section 23, Township 40 South, Range 11 East, Klamath County, Oregon measuring approximately 150' x 150' as shown on the plan annexed hereto as Exhibit A.

TOGETHER WITH 1) any improvements that may be located thereon, 2) such rights of way and easements on, over, under and through the adjoining lands of Landlord, extending from the Premises to the nearest convenient public road, and of standard vehicular width, as shall be necessary for ingress and egress to and from the Premises, 3) such other rights of way and easements on, over, under and through the adjoining lands of Landlord as may be required by Tenant for the purpose of electricity, gas, water, septic system, well and drainage field, telephone, and any and all other utilities, 4) the right to park vehicles on or about the Premises and the lands immediately adjacent thereto during periods of construction, site inspection and at times of necessary repair work, and 5) the right to run guy wires from the tower to be constructed on the Premises on, over, and across the adjoining lands of Landlord to such points on said lands as shall be necessary for the proper support of the aforementioned tower, including at such points the right to install anchors of such size and material as shall be necessary to secure the aforementioned guy wires.

IT IS UNDERSTOOD and agreed that Tenant shall have the right to construct, maintain and repair a roadway over the aforementioned easements, including such work as may be necessary for slope and drainage, and to install such poles, wires, pipes, cables, conduits and related appurtenances as shall be necessary for the proper conduct of Tenant's business and agreed that the aforementioned and gas. It is also understood and agreed that the aforementioned guy wires and anchors shall be located as shown on the plan annexed hereto as Exhibit A, but that Tenant shall have the right to relocate said guy wires and anchors in the event Tenant desires to increase or decrease the height of the aforementioned tower or relocate the same within the boundaries of the Premises.

All of the foregoing lying within the property described in Exhibit B annexed hereto.

2. This Lease shall be for a term of 5 years and shall commence on either (a) the date on which Tenant actually starts construction on the Premises or (b) two years from the date of this Lease, whichever occurs first.

3. Tenant shall pay Landlord an annual rental of \$2,500.00 (Two Thousand Five Hundred Dollars) payable in equal monthly installments of \$208.34 each, in advance, on the first day of each and every month during the term hereof, commencing on the commencement date of the Lease as provided for in Paragraph 2. In the event the commencement date is not the first day of the month, the rent for said month shall be apportioned. The rental payments shall be made to Joseph G. Thompson, P. O. Box 160, Merrill, Oregon 97633.

This Lease is made in consideration of the sum of One Hundred Dollars (\$100.00), the receipt of which is hereby acknowledged by Landlord. Such sum shall not be applied toward the initial monthly lease payments.

4. Tenant shall have the option to renew and extend the term of this Lease upon the same terms and conditions, except as specifically stated herein, for eight (8) successive periods of five (5) years each. Tenant shall exercise any one or more of said options by giving written notice of such election to Landlord at any time.

In addition, it is agreed to by the parties that the rental payments shall increase by five percent (5%) at the time of each renewal period.

5. Tenant shall have the right to fence the Premises and each of the guy anchor locations but Tenant agrees not to fence the right of way. Tenant may enter upon the Premises and adjacent lands of Landlord from and after the date of execution of this Lease by Landlord for the purpose of making surveys and conducting soil, engineering and other tests and may cut or trim the trees on the Premises or any adjacent lands of Landlord in connection therewith. Tenant shall have the right to clear and thereafter to keep clear the Premises, the right of way, guy anchor locations and any utility easement areas, of trees, bushes, rocks and crops and to install upon any adjacent lands of Landlord temporary anchors and guys in connection with the construction of the tower on the Premises. If the construction or maintenance of the tower results in damage to any adjacent lands of Landlord (other than as set forth herein) Tenant shall pay Landlord for such damage.

6. Landlord agrees to pay promptly when due all taxes and assessments levied or imposed against the lands of Landlord and make all payments under any mortgage affecting the same and in the event Landlord fails so to do, Tenant shall have the right (but not the obligation) to protect its interest hereunder by paying said taxes, assessments, or making such mortgage payments and to deduct any amount so paid from the payments of rent due hereunder.

7. Tenant shall have the right, at any time, and from time to time, during the term of this Lease (or any renewal or extension hereof) to assign this Lease, or sublet the Premises, in whole or in part, without the Landlord's consent.

8. Landlord agrees that Tenant may peacefully and quietly enjoy the Premises, the right of way and easements granted hereunder subject, however, to the terms, covenants and conditions contained in this Lease. All of the terms, covenants and conditions hereof shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto and shall be deemed to run with the land.

9. Tenant shall not be deemed in default under this Lease until Landlord has given Tenant at least thirty (30) days written notice of any default hereunder and Tenant has failed to cure the same within thirty (30) days after receipt of such notice.

10. All correspondence relating to this Lease shall be sent to Landlord at P.O. Box 160, Merrill, Oregon 97633 and to Tenant at 1133 19th Street, N.W., Washington, D.C. 20036, Attention: Law Department, Real Estate Administrator.

11. Tenant shall have the right to cancel this Lease upon ninety (90) days written notice to Landlord. Upon the exercise of such right by Tenant this Lease shall become null and void and neither party will have any further obligation to the other.

12. All buildings, fixtures, towers, improvements and equipment erected, located, placed or constructed by Tenant or its assigns upon the Premises, the right of way and guy anchor locations shall remain personal property of Tenant or its assigns regardless of the manner or mode of attachment and shall be removed by Tenant or its assigns at any time during the term of this Lease (including any renewal or extension term) or within 60 days thereafter. Landlord hereby expressly waives any and all Landlord's liens or claim of such on said buildings, fixtures, towers, improvements and equipment.

13. Tenant shall pay all increases in real estate taxes affecting the Premises from improvements constructed thereon by Tenant.

14. Tenant agrees to indemnify and save harmless Landlord from and against any and all claims, liability, damage or loss to persons, including loss of life, or to property, which may arise out

of Tenant's use or occupancy of the Premises, or out of any act of Tenant, its employees, agents and invitees.

15. Landlord represents to Tenant that Landlord is the owner of the Premises and the lands immediately adjacent thereto which comprise the easements, the rights of way and the guy anchor locations, and that such ownership is free and clear of all liens and encumbrances other than those which do not interfere with Tenant's use and operation of the Premises, and that Landlord has the lawful right and authority to execute this Lease and grant such easements and rights of way. Tenant may, after the execution of this Lease by Tenant, obtain an abstract or preliminary title report from a title insurance company of its choice. If the state of title as indicated by said abstract or preliminary title report shall show any liens or encumbrances which interfere with Tenant's use and operation of the Premises, Tenant shall have the right to either (a) discharge such liens or encumbrances of record, if possible, and deduct the cost thereof from the payments of rent to become due hereunder, or (b) cancel this Lease upon written notice to Landlord. Landlord agrees to cooperate with Tenant in curing such title defects.

16. Landlord agrees to execute and deliver a memorandum of this Lease in recordable form, upon the request of Tenant, and to execute and deliver such other documents, amendments and agreements, such as, but not limited to, easements, licenses and zoning and building applications, as Tenant shall require for the proper conduct of its business and in order to carry out the purpose and intent of this Lease, so long as such documents, amendments and agreements are not inconsistent with and do not materially change the general intent of this Lease.

17. Tenant agrees that from the date of Lease, all correspondence, records, and reference to or concerning Lease site, name site BETH'S BUTTE, MALIN.

Tenant further agrees to permanently affix to a major structure on site a plaque of significant size bearing the inscription:

BETH'S BUTTE, MALIN

Dedicated to the Memory of Beth Ann Thompson, 1952-1984.

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


Witness:

[Signature]
KARRY M. ELLIOTT

LANDLORD:
[Signature]
Joseph G. Thompson
[Signature]
Stanley J. Pence, Jr.
[Signature]
Jeffrey A. Pence

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Attest:


C. Bolton Smith, Jr.
Assistant Secretary
(Acknowledgments Attached)

TENANT:
MCI TELECOMMUNICATIONS CORPORATION

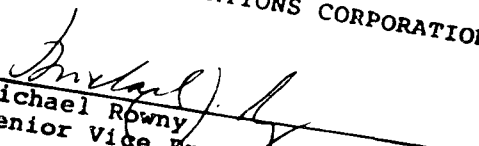
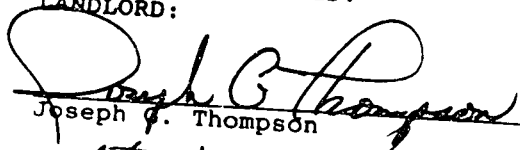
By: 
Michael Rowny
Senior Vice President

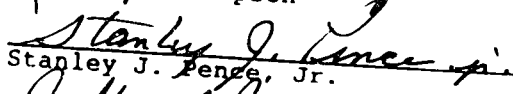
Exhibit A - Legal Description

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It is understood and agreed to by the parties that the Exhibit A referred to in the Lease evidencing the boundaries of the Lease Premises and the tower, equipment and other fixtures to be located thereon will be attached to and made a part of this Lease as soon as it is made available by Tenant's surveyors.

AGREED AND ACCEPTED:
LANDLORD:

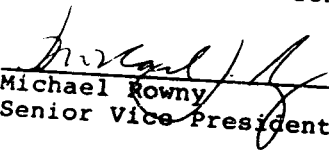

Joseph G. Thompson


Stanley J. Pence, Jr.


Jeffrey A. Pence

TENANT:

MCI TELECOMMUNICATIONS CORPORATION


Michael Rowny
Senior Vice President

ACKNOWLEDGEMENT OF LANDLORD

! 1092

STATE OF OREGON)
COUNTY OF Klamath) .SS.:

The foregoing instrument was acknowledged before me
this 19 day of Aug., 1985 by Joseph G. Thompson

Kathy M. Eddison
Notary Public

My Commission Expires: 4-10-89
Notary Seal

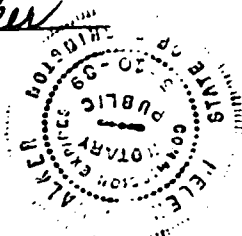
ACKNOWLEDGEMENT OF LANDLORD

STATE OF WASHINGTON)
COUNTY OF KING) .SS.:

The foregoing instrument was acknowledged before me
this 22nd day of AUGUST, 1985 by Jeffrey A. Pence

Helen Rose Walker
Notary Public

My Commission Expires:
Notary Seal 1989



ACKNOWLEDGEMENT OF LANDLORD

STATE OF OREGON)
COUNTY OF Klamath) .SS.:

The foregoing instrument was acknowledged before me
this 26 day of August, 1985 by Stanley J. Pence, Jr.

Kathy M. Eddison
Notary Public

My Commission Expires: 4-10-89
Notary Seal

~~ACKNOWLEDGEMENT OF LANDLORD~~

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~~STATE OF OREGON~~)

~~COUNTY OF~~)

~~SS.:~~

~~The foregoing instrument was acknowledged before me~~
this day of 198 by

~~Notary Public~~

~~My Commission Expires:~~
~~Notary Seal~~

ACKNOWLEDGEMENT OF TENANT

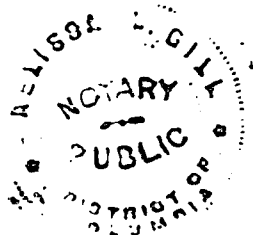
CITY OF WASHINGTON)

DISTRICT OF COLUMBIA) : .SS.:

The foregoing instrument was acknowledged before me this 30
day of December, 1985 by Michael J. Rowny, Vice
President of MCI TELECOMMUNICATIONS CORPORATION, a Delaware
corporation, on behalf of the corporation.

Melissa L. Gill
Notary Public

My Commission Expires: 11/30/90
Notary Seal



Site: Beth's Butte
Malin, Oregon

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EXHIBIT B

The following described property in Klamath County, Oregon to-wit:

The West half of the West half of Section 23; the Southwest quarter
of the Northeast quarter of the Northwest quarter of Section 23;
AND the West half of the Northwest quarter of the Northwest quarter
of Section 26, ALL in Township 40 South, Range 11 East, Willamette
Meridian. Containing 190 acres, more or less. (Also known as
Assessor Parcel 16-108-89)

Return to:
Chicago Title Ins Co
1800 Columbia
701 5th Ave
Seattle, WA 98104
Attn: Mr Bob Anderson
RE: MCI Site - Beth's Butte Malin, OR
OTIC Referral order No 91016

STATE OF OREGON: COUNTY OF KLAMATH ss.

Filed for record at request of _____
of _____ January _____ A.D. 19 86 at 1:19 o'clock P M., and duly recorded in Vol 486
of _____ Deeds _____ on Page 1086

FEE \$37.00

Evelyn Biehn, County Clerk
By Ram Smith