

GROUND LEASE

This Lease is made and entered into the 9th day of March, 1992, by and between RICHARD GEARY; SUSAN GEARY BOEHNER; DOROTHEA GEARY YELLOTT; SUE SNYDAL; BETTY SUEHSDORF; FIRST INTERSTATE BANK, AS TRUSTEE UNDER THE WILL OF EDWARD GEARY; ALICE GEARY KILHAM; and MARTHA D. SMITH, AS TRUSTEE UNDER THE WILL OF ARTHUR M. GEARY, as tenants in common, doing business as "Geary Brothers," c/o Martha D. Smith, 12981 Highway 140 West, Klamath Falls, Oregon 97601 (collectively, the "Lessor") and OREGON RSA #6, INC., an Oregon corporation, c/o U.S. Cellular, Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631 ("Lessee").

In consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Demise of Leasehold Parcel. Lessor hereby lets and demises unto Lessee, and Lessee hereby receives and accepts from Lessor, the following described Leasehold Parcel:

PARCEL 1

Leasehold Parcel

A tract of land measuring 75 feet by 75 feet located in the vicinity of other communications sites upon that portion of the geological feature identified as "Moore Mountain" which is sometimes referred to as "Radio Hill," in or near the City of Klamath Falls, Klamath County, Oregon.

2. Grant of Easement Parcels. Lessor hereby grants to Lessee the following described Easement Parcels appurtenant to the Leasehold Parcel:

PARCELS 2, 3, and 4

Guy Anchor Easement Parcels

Easements measuring approximately 15 feet by 15 feet for the placement of guy wire anchor foundations and hardware into the ground at three (3) separate locations laterally distant from Parcel 1, as required by Lessee;

PARCELS 5, 6, and 7

Guy Path Easement Parcels

Easements for overhanging guy support wires extending outwardly from Parcel 1 on three (3) separate courses of obtuse divergence, and terminating at Parcels 2, 3, and 4;

52599

## PARCEL 8

## Access Easement Parcel

A non-exclusive easement for ingress and egress over existing primitive pathways, extending between Parcel 1 and the public road; and

## PARCEL 9

An easement for utility lines and appurtenances extending between Parcel 1 and suitable utility company service points.

3. License to Use Lessor's Easement. Lessor hereby confers upon Lessee a license and privilege appurtenant to this Lease to use Lessor's easement, if any, to cross the lands of neighboring owners for purposes of ingress and egress between Parcel 1 and the public road.

4. Grant of Easement Rights. To effect the purposes of this Lease, Lessor hereby grants to Lessee the following Easement Rights: (a) the right to clear vegetation and move earthen materials upon the Easement Parcels; (b) the right to temporarily improve the Parcel-8 primitive pathways to create an access road suitable for Lessee's purposes during construction; (c) the right to place poles and utility lines and appurtenances overhead and underground within Parcel 9; (d) the right to enter and temporarily rest upon Lessor's adjacent lands for the purposes of installing, repairing, replacing, and removing the leasehold improvements (the "Improvements") and any other personal property of Lessee upon the Leasehold Parcel and improving the Easement Parcels, including the right to bring in and use all necessary tools and machinery; and (e) the right of pedestrian and vehicular ingress and egress to and from the Leasehold Parcel at any time over and upon Parcel 8. The Leasehold Parcel, Easement Parcels, License, and Easement Rights are collectively referred to herein as the "Premises."

5. Access Road Limitations. Lessee hereby acknowledges and agrees that any improvements Lessee may make to the primitive pathways over which Lessee is granted access herein will be done at Lessee's sole expense, will be temporary in nature, and will not result in any permanently paved upgrade. It is Lessor's desire and intention that said primitive pathways be allowed to naturally deteriorate to their unimproved condition which existed prior to the construction of Lessee's improvements, because of the effect such unimproved condition is perceived to have as a deterrent to acts of trespass by strangers. Consequently, Lessor disclaims any warranty regarding the safety or passability of said primitive pathways, and Lessee hereby agrees that Lessee's reliance thereupon and use thereof shall be at Lessee's sole risk.

6. Survey and Legal Description. Lessee may, at Lessee's expense, cause a survey, site plan, and/or legal description of the Premises to be made, which may become attached hereto as exhibits to further delineate and identify the real estate underlying the Premises.

7. Use of the Premises. Lessee shall be entitled to use the Premises to construct, operate, and maintain thereupon a communications antenna tower (including aviation hazard lights), radio station equipment shelter, and a security fence, together with all necessary lines, anchors, connections, fixtures, devices, and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy and landline carriage.

In its use of the property and the Premises, Lessee shall not store on or discharge from or onto the property or Premises any hazardous wastes or toxic substances as defined in 42 USC Sections 9601-9657.

In erecting and maintaining its Improvements, Lessee shall not trim or remove any trees without first marking them and obtaining approval from the Lessor's representative prior to such removal or trimming.

8. Term of Lease. This Lease is agreed to have commenced on March 1, 1992 and shall expire ten (10) years thereafter on February 28, 2002.

9. Base Rent. Lessee shall pay Base Rent to Lessor in the amount of One Thousand Dollars (\$1,000) per year, which shall be due on the first day of March each calendar year.

10. Adjusted Rent. On March 1, 1993, and on the first day of March every year thereafter during the term of this Lease, as the same may be renewed and extended, the Base Rent shall be adjusted in proportion to the cumulative change in the latest published Consumer Price Index relative to the same index as shown for March 1992, and Lessee shall pay the amount of rent as so adjusted. "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers, All Items, U.S. City Average, 1982-84 = 100, (U.S. Department of Labor, Bureau of Labor Statistics). If the said index ceases to be published, then a reasonably comparable index shall be used.

11. Security Deposit. Lessee has deposited with Lessor the amount of Three Thousand Dollars (\$3,000), for Lessor to hold during the term of this Lease without any obligation to earn or pay interest thereon, as security for Lessee's full and faithful performance of Lessee's obligations hereunder. Upon the expiration of this Lease,

Lessor agrees to refund to Lessee said Security Deposit or such portion thereof as may remain unapplied to cure any defaults of Lessee.

12. Utilities. Lessee shall be responsible for all costs of providing utility services to the Premises.

13. Taxes. Lessee shall pay all real and personal property taxes levied against the Leasehold Parcel and the Improvements. Lessor agrees to join in an application requesting the appropriate taxing authority to perform a tax parcel division and create a separate tax number for the Leasehold Parcel, if such a division is available. If such a division is not available and real estate taxes must continue to be paid on Lessor's undivided land in Lessor's own name, then Lessee shall contribute Lessee's proportionate share of such taxes, and Lessor shall deliver evidence satisfactory to Lessee of payment of such taxes at least ten days before they would otherwise become delinquent. If Lessor fails to provide such evidence of payment, Lessee may, at Lessee's option, pay any unpaid taxes then due. Lessor shall immediately reimburse Lessee for the amount of Lessor's taxes paid by Lessee or, at Lessee's option, Lessee may offset the amount of Lessor's taxes paid by Lessee against any amounts due or to become due to Lessor under this Lease.

14. Repairs. Lessee shall be responsible for all repairs of the Improvements, and may at its own expense alter or modify the Improvements to suit its needs consistent with the intended use of the Premises.

15. Indemnification. Lessee shall indemnify and hold Lessor harmless from any loss, damage, or injury caused by, or on behalf of, or at the fault of the Lessee, or resulting from the structural failure of Lessee's tower.

16. Insurance. Lessee shall maintain commercial general liability insurance with limits of One Million Dollars covering Lessee's work and operations upon Lessor's lands. Lessee shall deliver to Lessor certificates of insurance evidencing that said coverage is currently and continuously in force, and naming Lessor as an additional insured.

17. Interference. Lessee has inspected the property and has familiarized itself with the existing uses thereof and of the surrounding neighborhoods. Lessee shall not operate its transmission and reception facilities or conduct any other activity in a manner which interferes with the quality of the transmission and receiving signals of other permittees and lessees existing as of the date of this agreement, including McCaw Cellular, or with

television or radio reception of homes in the surrounding residential agricultural areas. In addition, Lessee shall not install or operate its facilities in a manner which interferes with or adversely affects the bald eagle nesting activities in this general area.

18. Monetary Default. Lessee shall be in default of this Lease if Lessee fails to make a payment of rent when due and such failure continues for fifteen (15) days after Lessor notifies Lessee in writing of such failure.

19. Opportunity to Cure Nonmonetary Defaults. If Lessor or Lessee fails to comply with any nonmonetary provision of this Lease which the other party claims to be a default hereof, the party making such claim shall serve written notice of such default upon the defaulting party, whereupon a grace period of 30 days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional 30 days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.

20. Assignment of Rents by Lessor. The right to receive rent under this Lease shall be freely assignable by the Lessor, and Lessor shall notify Lessee in writing of the name and address of any Assignee of Rents.

21. Assignments. Lessee shall not assign or otherwise transfer Lessee's interest in this Lease without the prior written consent of Lessor, which consent shall not unreasonably be withheld. Any such proposed assignment or transfer shall be of Lessee's entire interest herein made in connection with the transfer of Lessee's FCC license.

22. Multiple Users. Lessee may not allow additional persons or entities to use the Premises without the prior written consent of Lessor, which consent may be withheld or denied for any reason or no reason.

23. Execution of Other Instruments. Lessor agrees to execute, acknowledge, and deliver to Lessee other instruments respecting the Premises, such as a Memorandum of Lease in recordable form, a Landlord's Consent to Lessee's giving a leasehold mortgage, and such other instruments as Lessee or Lessee's lender may reasonably request from time to time, and to request and direct any mortgagee of the underlying land to execute similar lienholder's consents, letters, or memoranda.

Lessee agrees to execute any documents reasonably necessary to quiet Lessor's title to the property of any interest of Lessee upon the termination of this agreement.

24. Subordination. This Lease is and shall be subject and subordinate to all mortgages which may now or hereafter affect the land underlying the Premises, provided that the holders of such mortgages specifically agree in writing to recognize this Lease and that Lessee may quietly enjoy the Premises under this Lease so long as Lessee is not in default hereof.

25. Removal of Improvements. The Improvements are agreed to be Lessee's personal property and shall never be considered fixtures to the real estate. Lessee shall at all times be authorized to remove the Improvements from the Premises. Any property of Lessee remaining on the Premises on the ninety-first (91st) day after the termination of this agreement may be removed by Lessor at Lessee's expense or may be retained by Lessor as Lessor's property.

26. Quiet Enjoyment. Lessor covenants that Lessee shall have quiet and peaceable possession of the Premises throughout the Lease term, and that Lessor will not intentionally disturb Lessee's enjoyment thereof as long as Lessee is not in default under this Lease.

27. Environmental Warranty. Lessor hereby represents and warrants to Lessee that Lessor has never generated, stored, handled, or disposed of any hazardous waste or hazardous substance (including petroleum) upon the Leasehold Parcel, and that Lessor has no knowledge of such uses historically having been made of the Leasehold Parcel or such substances historically having been introduced thereupon.

28. Binding Effect. All of the terms, covenants and conditions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, subsidiaries, affiliates, sublessees, successors and/or assigns.

29. Entire Agreement. This Lease constitutes the entire agreement between the parties and supercedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

30. Amendments. This Lease may not be modified, amended, or terminated, except as provided herein or by other written agreement between the parties.

- end of agreement -

IN WITNESS WHEREOF, the undersigned hereby bind themselves to this Ground Lease as of the day and year first above written.

CO-LESSOR:

MARTHA D. SMITH, AS  
TRUSTEE UNDER THE  
WILL OF ARTHUR M. GEARY

*Martha D. Smith,*  
*Trustee of Arthur M. Geary*

LESSEE:

OREGON RSA #6, INC.,  
an Oregon corporation

By:

*Charles J. Murphy*  
VICE-PRESIDENT

STATE OF OREGON     )  
                              )  
COUNTY OF KLAMATH )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that MARTHA D. SMITH, AS TRUSTEE UNDER THE WILL OF ARTHUR M. GEARY, known to me to be the same person whose name is subscribed to the foregoing Ground Lease, appeared before me this day in person and acknowledged that she signed the said Lease as her free and voluntary act in her capacity as Trustee, and as the free and voluntary act of said Trust, for the uses and purposes therein stated.

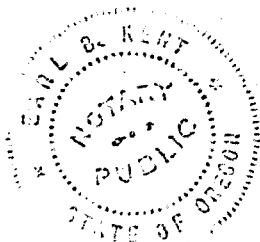
Given under my hand and seal this 12<sup>th</sup> day of

MARCH, 1992.

*Paul E. Kinn*

Notary Public

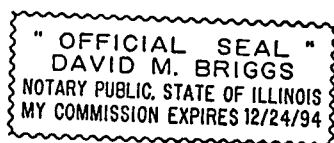
For KLAMATH CO, OREGON  
MY COMMISSION EXPIRES 12/18/93



STATE OF ILLINOIS )  
COUNTY OF COOK )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Charles L. Murphy, Vice President of OREGON RSA #6, INC., an Oregon corporation, known to me to be the same person whose name is subscribed to the foregoing Ground Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein stated.

Given under my hand and seal this 17<sup>th</sup> day of April, 1992.



David M. Briggs  
Notary Public



Signature Page  
(Co-Lessor counterpart)

IN WITNESS WHEREOF, the undersigned hereby joins in that certain Ground Lease dated March 9th, 1992, with Oregon RSA #6, Inc. as Lessee, for a communications tower site at Geary Brothers Ranch, in Klamath County, Oregon.

CO-LESSOR:

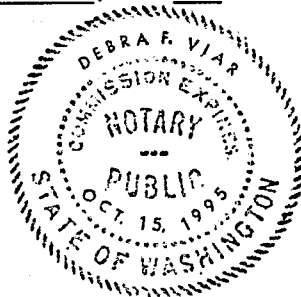
ALICE GEARY KILHAM

*Alice Geary Kilham*

STATE OF WASHINGTON )  
 )  
COUNTY OF KING )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that ALICE GEARY KILHAM, known to me to be the same person whose name is subscribed above, appeared before me this day in person and acknowledged that she signed the same as her free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this 20TH day of  
MARCH, 199 2.



*Debra F. Viar*  
Notary Public

Signature Page  
(Co-Lessor counterpart)

IN WITNESS WHEREOF, the undersigned hereby joins in that certain Ground Lease dated March 9th, 1991, with Oregon RSA #6, Inc. as Lessee, for a communications tower site at Geary Brothers Ranch, in Klamath County, Oregon.

CO-LESSOR:

FIRST INTERSTATE BANK OF  
OREGON, N.A., AS TRUSTEE UNDER  
THE WILL OF EDWARD GEARY

By: Richard B. Gruen, Investment Officer  
By: Michael S. Macnab, Asst Vice President

STATE OF Oregon )  
 ) ss.  
COUNTY OF Multnomah )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Richard B. Gruen as Investment Officer and Michael S. Macnab as Assistant Vice President of **FIRST INTERSTATE BANK OF OREGON, N.A., AS TRUSTEE UNDER THE WILL OF EDWARD GEARY**, are known to me to be the same persons whose names are subscribed above, appeared before me this day in person and acknowledged that, pursuant to their authority, they signed the same as their free and voluntary act on behalf of said Bank in its capacity as Trustee aforesaid, and as the free and voluntary act of said Trust, for the uses and purposes therein stated.

Given under my hand and seal this 7th day of April, 199 2.

Jillie S. Smiley  
Notary Public for OREGON  
My Commission Expires: 10/3/93

Signature Page  
(Co-Lessor counterpart)

IN WITNESS WHEREOF, the undersigned hereby joins in that certain Ground Lease dated March 9th, 1992, with Oregon RSA #6, Inc. as Lessee, for a communications tower site at Geary Brothers Ranch, in Klamath County, Oregon.

CO-LESSOR:

RICHARD GEARY

Richard Geary

STATE OF Washington )  
COUNTY OF Cowlitz )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that RICHARD GEARY, known to me to be the same person whose name is subscribed above, appeared before me this day in person and acknowledged that he signed the same as his free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this 30<sup>th</sup> day of March, 1992.

Ch. S. S. S.  
Notary Public



Signature Page  
(Co-Lessor counterpart)

IN WITNESS WHEREOF, the undersigned hereby joins in that certain Ground Lease dated March 9th, 1992, with Oregon RSA #6, Inc. as Lessee, for a communications tower site at Geary Brothers Ranch, in Klamath County, Oregon.

CO-LESSOR:

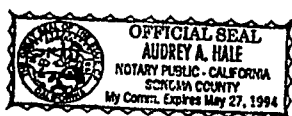
BETTY SUEHSDORF

*Adolph Suehdsdorf*  
in power of attorney

STATE OF CALIFORNIA )  
COUNTY OF SONOMA )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that ~~BETTY~~ ADOLPH SUEHSDORF, known to me to be the same person whose name is subscribed above, appeared before me this day in person and acknowledged that she signed the same as ~~has~~ free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this 17<sup>th</sup> day of MARCH, 1992.



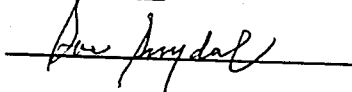
*Audrey A. Hale*  
Notary Public

Signature Page  
(Co-Lessor counterpart)

IN WITNESS WHEREOF, the undersigned hereby joins in that certain Ground Lease dated March 9th, 1992, with Oregon RSA #6, Inc. as Lessee, for a communications tower site at Geary Brothers Ranch, in Klamath County, Oregon.

CO-LESSOR:

SUE SNYDAL



STATE OF COLORADO )  
COUNTY OF MORGAN )

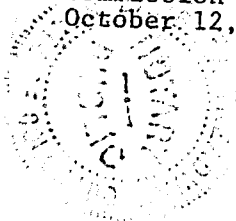
I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that SUE SNYDAL, known to me to be the same person whose name is subscribed above, appeared before me this day in person and acknowledged that she signed the same as her free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this 13th day of  
March, 1992.



Notary Public

Commission expires:  
October 12, 1995



Signature Page  
(Co-Lessor counterpart)

IN WITNESS WHEREOF, the undersigned hereby joins in that certain Ground Lease dated March 9th, 1992, with Oregon RSA #6, Inc. as Lessee, for a communications tower site at Geary Brothers Ranch, in Klamath County, Oregon.

CO-LESSOR:

SUSAN GEARY BOEHNER

*Susan Geary Bohner*

STATE OF MICHIGAN )  
COUNTY OF CRAWFORD )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that SUSAN GEARY BOEHNER, known to me to be the same person whose name is subscribed above, appeared before me this day in person and acknowledged that she signed the same as her free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this 16 day of  
March, 1992.

*Janice Marie Annis*

Notary Public

JANICE MARIE ANNIS  
Notary Public, Crawford County, MI  
My Commission Expires June 5, 1995

Signature Page  
(Co-Lessor counterpart)

IN WITNESS WHEREOF, the undersigned hereby joins in that certain Ground Lease dated March 9th, 1992, with Oregon RSA #6, Inc. as Lessee, for a communications tower site at Geary Brothers Ranch, in Klamath County, Oregon.

CO-LESSOR:

DOROTHEA GEARY YELLOTT

*Dorothea Geary Yellott*

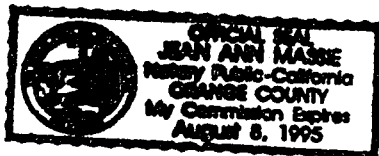
STATE OF California )  
COUNTY OF Orange )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that DOROTHEA GEARY YELLOTT, known to me to be the same person whose name is subscribed above, appeared before me this day in person and acknowledged that she signed the same as her free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this 13<sup>th</sup> day of March, 1992.

*Jean Ann Massei*

Notary Public



Prepared by and when recorded please return to:  
United States Cellular Corporation  
8410 W. Bryn Mawr, Suite 700  
Chicago, IL 60631  
Attn: Real Estate Dept.