

2000 AUG 17 PM 2: 24

## MEMORANDUM OF AGREEMENT

Prepared by and Return to:

RN  
American Tower Tower, L.P.  
501 Canal Boulevard, Suite E  
Point Richmond, CA 94804  
Attn: Property Management  
(510) 236-3700

STATE OF OREGONCOUNTY OF KLAMATH

Sit: South La Pine  
#: 43260

MEMORANDUM OF LEASE

December, 1999, by and between **Stanley M Russell and Rene' K. Russell, an estate in fee simple as tenants by the entirety**, ("Landlord"), whose mailing address is P.O. Box 2099 LaPine, Oregon, 97737, and **American Tower, L.P., a Delaware limited partnership** ("Tenant"), whose mailing address is 1220 Brickyard Cove Road, Suite 200, Point Richmond, California 94801.

**WHEREAS**, Landlord and Tenant executed and entered into a Lease Agreement (the "Lease") dated December 3, 1999, for the purpose of installing, operating, sublicensing and maintaining a communications facility and other improvements on the Property (as hereinafter defined).

**WHEREAS**, the parties wish to provide a memorandum of the lease, to supplement the description of the Property (as hereinafter defined) and to provide for a commencement date under the Lease.

**NOW, THEREFORE**, in consideration of the Lease and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Lease Term.** The terms of the Lease shall be five (5) years commencing not later than the first day of May, 2001, or the start of construction, whichever first occurs (the "Commencement Date"), and terminating at midnight on the fifth anniversary of the Commencement Date (the "Initial Term"). Tenant has the option under the terms of the Lease to extend the Lease for five (5) additional five (5) year terms (the "Renewal Terms").

2. **Property.** Subject to the terms of the Lease, as may be amended from time to time, Landlord has leased to Tenant the real property described on Exhibit "A" attached hereto (the "Property") and Landlord has granted unto Tenant, for the Initial Term and any Renewal Term, easements for ingress, egress and utilities over that real property also described in Exhibit "B" attached hereto (collectively the "Easements").

3. **Notices.** All notices, requests, demands, and other communications to Landlord or Tenant shall be made at the addresses for each as set forth above, unless otherwise notified in writing.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals.

Signed, sealed and delivered this  
 \_\_\_ day of \_\_\_, 1999.

Marilyn J. Russell  
 Notary Public

My Commission Expires:

5-8-2000



Signed, sealed and delivered this  
22 day of NOV, 1999.

[Signature]  
 Unofficial Witness

Marilyn J. Russell  
 Notary Public

My Commission Expires:

5-8-2000

[Notary Seal]



**LANDLORD:**

**Stanley M. Russell and Rene' K. Russell**

An estate in fee simple as tenants by the entirety

[Signature]

Stanley M. Russell

Rene' K. Russell  
 Rene' K. Russell

(Corporate Seal)

**TENANT:**

**AMERICAN TOWER, L.P.**

By: ATC GP, Inc., its sole General Partner

By: [Signature] (SEAL)  
 Print Name: William H. Neri Jr.  
 Print Title: Assistant Secretary

(Corporate Seal)

STATE OF OREGON \_\_\_\_\_ )  
 ) ss  
County of Klamath \_ )

On this day personally appeared before me **Stanley M. Russell and Rene K. Russell**, to me known to be the individual (s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

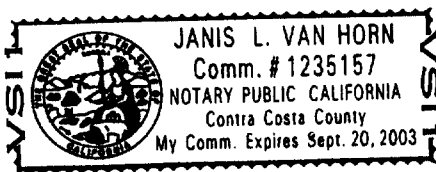
GIVEN under my hand and official seal this 13 day of July, 2000.

Marilyn J. Russell  
NOTARY PUBLIC in and for the State of  
Oregon, residing at La Pine OR  
My Commission expires: 5-8-2004



STATE OF CALIFORNIA )COUNTY OF CONTRA COSTA )

On this 7 day of December 1999, before me, Janis L. Van Horn (notary), personally appeared WILLIAM H. NEVIN, JR, ASSISTANT SECRETARY, AMERICAN TOWER, L.P., personally known to me to be the person and officer whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.



(official notarial seal)

WITNESS my hand and official seal.

  
NOTARY PUBLICThis Notary is attached to that certain Memorandum of Lease Agreement dated December 3, 1999

## EXHIBIT A

## DESCRIPTION OF PROPERTY

to the Agreement dated 3 December, 1999, by and between Stanley M. Russell and Rene' K. Russell, an estate in fee simple as tenants by the entirety, as Landlord, and American Tower L.P., a Delaware limited partnership, as Tenant.

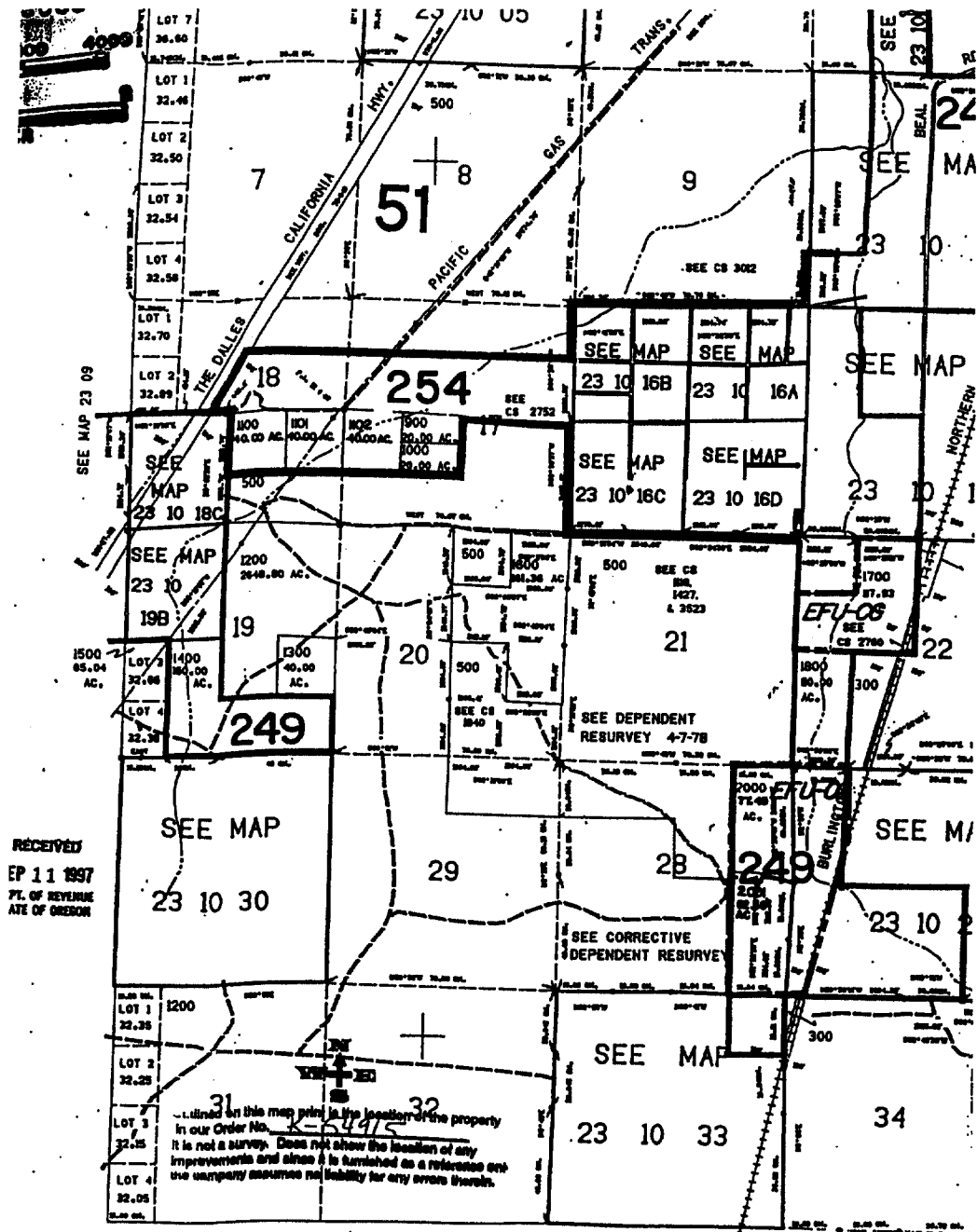
Assessors Parcel Number: Parcel 1 of Major Land Partition 17-87

The Property is described and/or depicted as follows (metes and bounds description):

A parcel of land 100' x 100' to be used for the placement of tower and associated equipment, located on the following described property:

The Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 18, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon. Also known as Parcel 1 of Major Land Partition No. 17-87 as Filed in the Klamath County Clerks Office.

## EXHIBIT A1



**EXHIBIT B****DESCRIPTION OF PREMISES**

to the Agreement dated 3 December, 1999, by and between ~~Stanley M. Russell and~~ Rene' K. Russell, an estate in fee simple as tenants by the entirety as Landlord, and American Tower L.P., a Delaware limited partnership, as Tenant.

The Premises are described and/or depicted as follows:

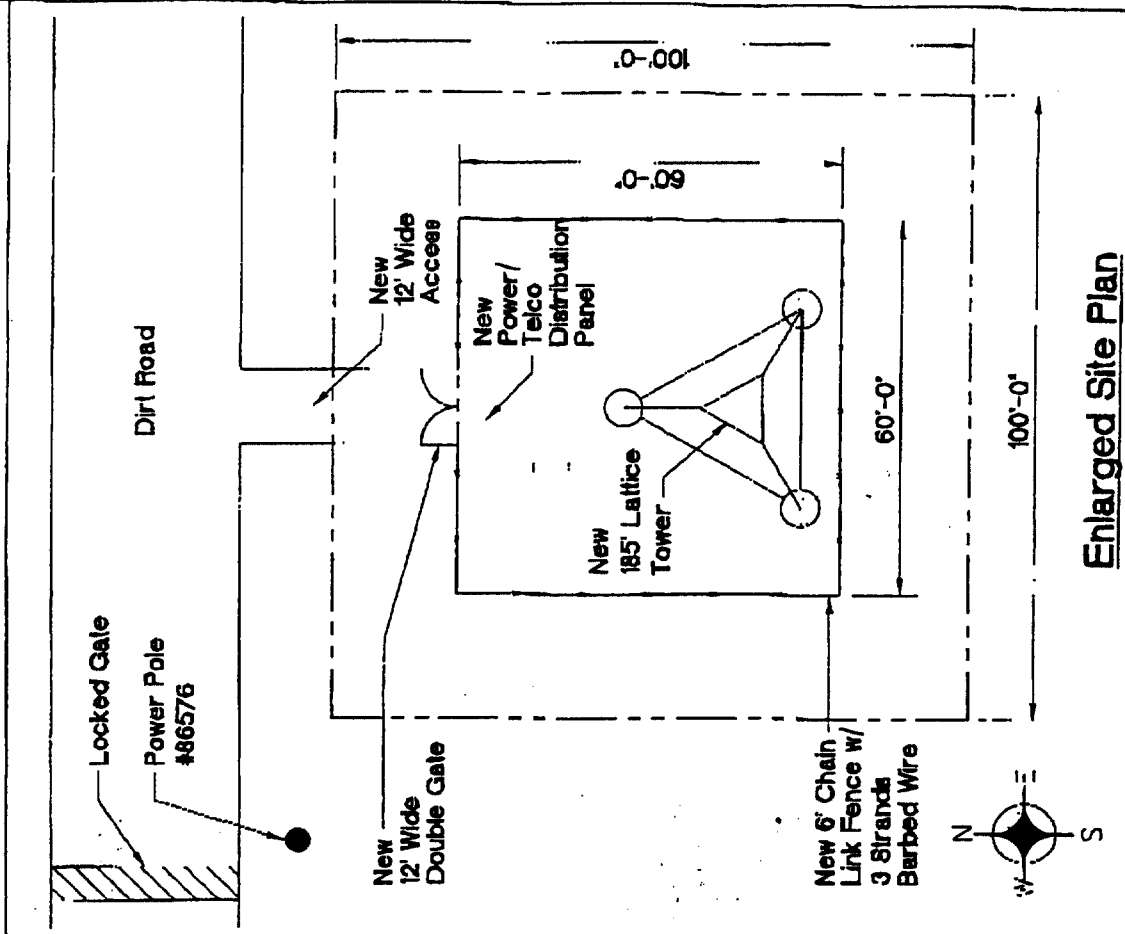
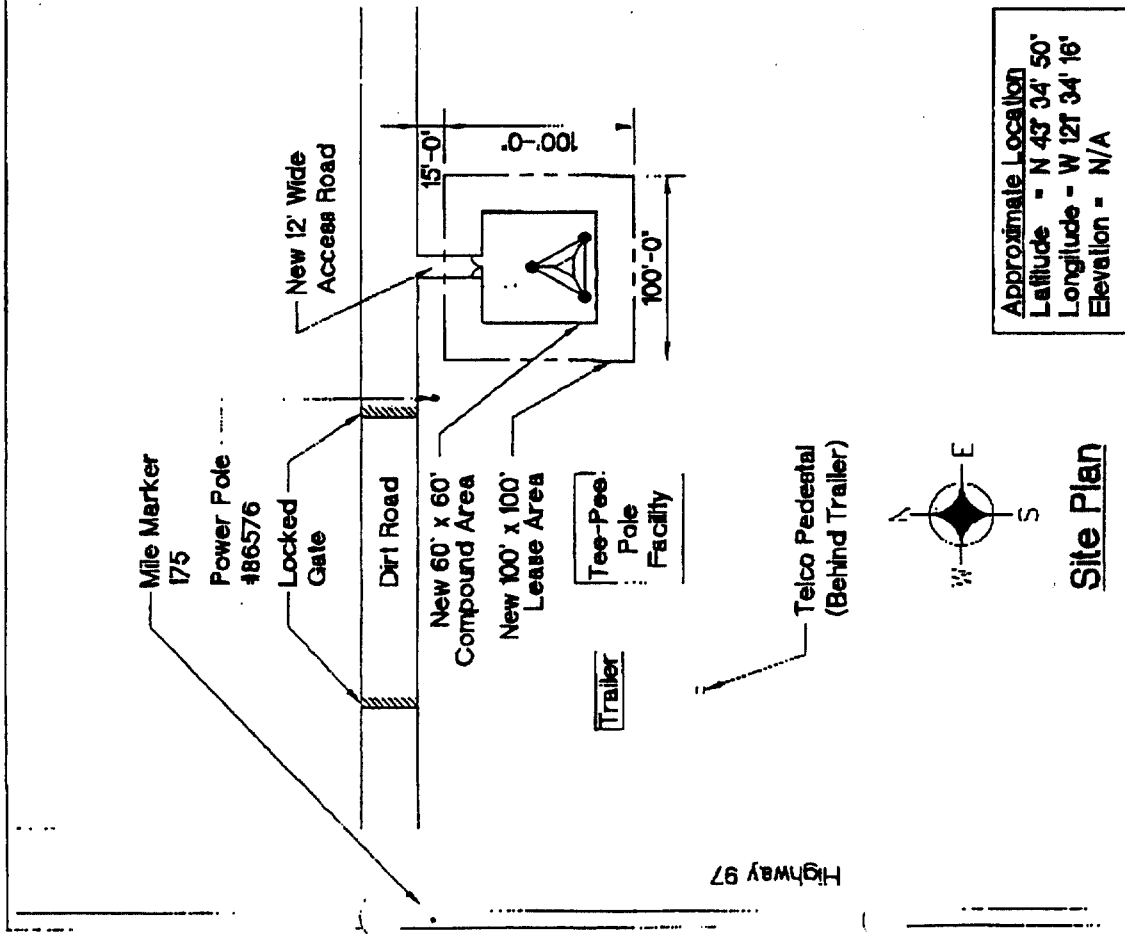
As shown on the attached pages marked Exhibit B1, and B2 and made a part hereof.

(to be attached after completion of construction walk and site has been drawn)

Notes:

1. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
2. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
3. Upon completion of a land survey, Tenant may replace this Exhibit B at any time.

# Exhibit B Site Plan - Not to Scale



NOTES:  
(1) PLAN SHOWN IS A GRAPHIC REPRESENTATION OF LEASE AREA  
(2) THIS 'SITE DRAWING' MAY BE AMENDED OR CHANGED AT ANY TIME

**AMERICAN TOWER CORPORATION**  
SOUTH LA PINE  
Klamath County, Oregon

Site Number: OR-0221 (43260)  
Site Acq: Jim Carney  
Date: 12-08-99  
Rev: 1  
Page: 1

STURMAN  
ARCHITECTS



MEMORANDUM OF LEASE

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THIS PAGE IS FOR RECORDING ONLY

State of Oregon, County of Klamath  
Recorded 08/17/00, at 2:24 p m.  
In Vol. M00 Page 30221  
**Linda Smith,**  
County Clerk Fee \$ 61<sup>00</sup>