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ATTORNMMENT AGREEMENT/EASEMENT

This Agreement is made and entered into this 4th day of April, 2001, by and between **NORTHWEST FARM CREDIT SERVICES, FLCA** ("Lender") and **CROOK COUNTY RSA LIMITED PARTNERSHIP**, an Oregon limited partnership, c/o U.S. Cellular, Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago Illinois 60631 ("Tenant").

WHEREAS, Lender holds a security interest encumbering title to the land of Robert L. King and Dolores King, husband and wife, ("Owner"), including without limitation its land located in Klamath County, Oregon, which is further described in "Exhibit A" which is attached hereto and incorporated herein by this reference, and

WHEREAS, Tenant has entered into a certain Ground Lease (the "Lease") with Owner whereby Tenant is obligated to pay annual rent for a communications tower site located upon a portion of said land; and

WHEREAS, Tenant wishes to be assured by this Agreement that Lender will continue to honor and uphold the Lease notwithstanding any enforcement of the lien of Lender's security interest;

NOW, THEREFORE, in consideration of the mutual promises of Lender and Tenant, it is agreed as follows:

1. Lender agrees that Tenant's leasehold and easements appurtenant in the Owner's land shall not be subject to extinguishment through enforcement of the lien of Lender's security interest, and that all of Tenant's rights and privileges under the Lease shall survive any action brought by Lender against the Owner.

2. Tenant agrees that all of Tenant's obligations under the Lease shall inure contingently to the benefit of Lender, and that Tenant will attorn, look to, and pay rent to Lender as Tenant's landlord in accordance with the provisions of the Lease at such time as Lender succeeds to ownership of the land underlying the leasehold premises.

3. Lender agrees to promptly notify Tenant in writing that Lender has commenced any action to enforce the lien of Lender's security interest, or has accepted a voluntary transfer of title in lieu of enforcement or in exchange for forgiveness of debt, so that Tenant may timely be apprised that its duty to perform under this Agreement is about to accrue or has already accrued, thereby furthering the likelihood that Tenant will pay rent to the correct party when due.

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IN WITNESS WHEREOF, Lender and Tenant have caused the foregoing Attornment Agreement to be duly subscribed below and are bound.

LENDER:

**NORTHWEST FARM CREDIT
SERVICES, FLCA**

By: *Greg Williams*

Printed: Greg Williams

Title: Regional V.P.

TENANT:

**CROOK COUNTY RSA LIMITED
PARTNERSHIP, an Oregon limited
partnership**

By: *Steve Clark*

Printed: STEVE CLARK

Title: VICE PRESIDENT

STATE OF Oregon)
County of Klamath) ss.

I, the undersigned, being a notary public in and for the State and County aforesaid, do hereby certify that [name] Greg Williams [title] Regional V.P. of Northwest Farm Credit Service, FLCA, known to me to be the same person whose name is subscribed to the foregoing Attornment Agreement, appeared before me this day in person and acknowledged that, pursuant to (his) (her) authority, (he) (she) signed the said Agreement as (his) (her) free and voluntary act, and as the free and voluntary act of said entity, for the uses and purposes therein stated.

Given under my hand and seal this 4th day of April, 2001.



Mindy Tuter
Notary Public

STATE OF ILLINOIS)
County of COOK) ss.

I, the undersigned, being a notary public in and for the State and County aforesaid, do hereby certify that Stephen D. Clark, Vice President, for U.S. Cellular, known to me to be the same person whose name is subscribed to the foregoing Attornment Agreement, appeared before me this day in person and acknowledged that, pursuant to his authority, he

signed the said Agreement as his free and voluntary act of **CROOK COUNTY RSA LIMITED PARTNERSHIP**, an Oregon limited partnership, for the uses and purposes therein stated.

Given under my hand and seal this 12th day of April, 2001.

David M. Briggs
Notary Public



EXHIBIT A

All that real property situate in the Section 18, Township 39 South, Range 10 East, W. M. County of Klamath, State of Oregon, more particularly described as follows:

Commencing at the Center Quarter Corner to Section 18, Township 39 South, Range 10 East, W. M. as shown on Map of Survey Number 2834; Thence North 89 Degrees 40' 59" E, a distance of 1367.83 feet to the TRUE POINT OF BEGINNING

Thence North 00 Degrees 06 Minutes 07 Seconds East, a distance of 100.00 feet;
Thence South 89 Degrees 53 Minutes 53 Seconds East, a distance of 100.00 feet;
Thence South 00 Degrees 06 Minutes 07 Seconds West, a distance of 100.00 feet;
Thence North 89 Degrees 53 Minutes 53 Seconds West, a distance of 100.00 feet to
the POINT OF BEGINNING

State of Oregon, County of Klamath
Recorded 05/25/01, at 11:19a. m.
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Linda Smith,
County Clerk Fee\$ 360⁰⁰