

Recording prepared by
and when recorded
return to: C. E. Blonder
SBA Towers Inc., Legal Department
2424 North Federal Highway, Suite 451
Boca Raton, Florida 33431
1-800-487-7483 EXT. 323

MEMORANDUM OF SITE GROUND
LEASE AGREEMENT

Grantor – Stan Russell, and Rene Russell, h/w, residing in LaPine, Oregon

Grantee - Mericom Development corporation, Delaware corporation

Property Location – S18 T23S R10E TL1100 – APN R-2310-00000-01100-000
City of Gilchrist, County of Kalamath, State of Oregon

This Instrument was prepared by & after recording
 returned to: Catherine E. Blonder
 SBA Towers, Inc. Legal Department, Suite 451
 2424 North Federal Highway
 Boca Raton, FL 33431
 Ph: 1-800-487-7483 ext. 323

MEMORANDUM OF SITE GROUND LEASE AGREEMENT

Document Title:

1. Memorandum of Site Ground Lease Agreement

Reference Number(s) of Documents assigned or released: None

Grantor(s) (Last name first, then first name and initials):

1. Russell, Stan
2. Russell, Rene

Grantee:

1. Mericom Development Corporation, a Delaware corporation

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

S18 T23S R10E TL1100

☒ Full legal is on "Exhibit A" of document.

Assessor's Property Tax Parcel Number

2310-00000-01100-000

This Memorandum of Agreement is entered into on this 8 day of August, 2000, by Stan Russell and Rene Russell, husband and wife, (hereinafter referred to as "Lessor") and Mericom Development Corporation, a Delaware Corporation, with an office at 20472 Crescent Bay Drive, Ste 104, Lake Forest, CA 92630 (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Site Ground Lease Agreement ("Agreement") on the ___ day of August 2000, for any purpose or activity related to or connected with the provision of communication services, including, but not limited to, the erection, maintenance and operation or telecommunication facilities, of installing, operating and maintaining a radio communications facility and other improvements. See the Agreement for particulars of all of the terms and conditions of the Agreement which are hereby made a part hereof as though fully and completely herein set out in full.

2. The term of the Agreement (the "Initial Term") is for Five (5) years commencing not later than twelve (12) months from full execution of the Agreement or the start of construction, whichever first occurs ("Commencement Date"), and terminating on the fifth (5th) anniversary of the Commencement Date. The term of the Agreement will be automatically renewed for Five (5) additional terms (each a "Renewal Term") of Five (5) years each, unless

Site I. D. OR9703 Masten Butte

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Lessee provides Lessor notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

3. The real property ("Property") which is the subject of the Agreement is described as attached in Exhibit A.

The portion of the Property being leased to Lessee (the "Premises") is described as attached in Exhibit B.

4. Lessor has granted to Lessee, if required by Lessee, easements across the Property for access to install, repair and maintain guy wires, guy anchors and guy enclosures ("Azimuth Easements"). Such Azimuth Easements shall encompass that area of the Property, the width and length of which shall be sufficient for the construction of Lessee Facilities, as that term is defined in the Agreement. The right of access to the Azimuth Easements includes the right by Lessee to clear any underbrush or vegetation adjacent to the Azimuth Easements which may block access to the Azimuth Easements.

5. The Azimuth Easements granted in the Agreement run with the Property and are appurtenant to and for the benefit of the Premises and are coterminous with the Agreement. Lessor may not use nor permit its employees, agents, successors, assigns, or future lessees to use the Property in any manner which interferes with Lessee's use of the Azimuth Easements. The benefits and obligations of the Azimuth Easements are covenants running with the Property and inure to and are binding upon the successors, assigns and heirs of the parties.

6. This Memorandum of Site Ground Lease Agreement is prepared for the purpose of recordation and it in no way modifies the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the date first set forth above.

LESSOR:

Stan Russell and Rene Russell, husband and wife

By: [Signature]
 Name: Stan Russell
 Title: owner
 Date: 8/8/00

By: Rene Russell
 Name: Rene Russell
 Title: owner
 Date: 8/8/00

LESSEE:

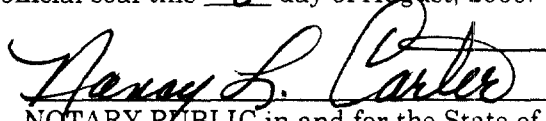
Mericom Development Corporation, a Delaware Corporation

By: [Signature]
 Name: TERRY L. KLIN
 Title: SR. V.P.
 Date: 12.1.00

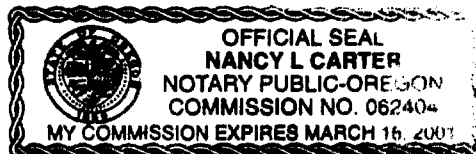
STATE OF OREGON)
) ss.
 COUNTY OF KLAMATH)

On this day personally appeared before me Stan Russell, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 8 day of August, 2000.

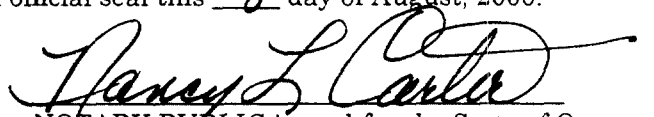

 NOTARY PUBLIC in and for the State of Oregon,
 My Commission Expires: 3-16-2001

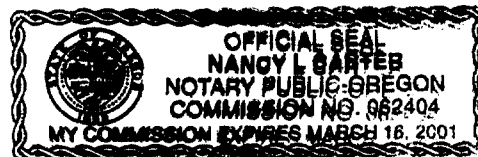
STATE OF OREGON)
) ss.
 COUNTY OF KLAMATH)



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

GIVEN under my hand and official seal this 8 day of August, 2000.


 NOTARY PUBLIC in and for the State of Oregon,
 My Commission Expires: 3-16-2001



STATE OF CALIFORNIA)
) ss.
 County of ORANGE)

On this 1 day of ~~August~~ ^{DECEMBER}, 2000, before me, the undersigned, a Notary Public in and for the State of CALIFORNIA, duly commissioned and sworn, personally appeared Terry Klein, to me known to be the Sr. Vice President of Mericom Development Corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that (s)he is authorized to execute the same instrument on behalf of the corporation.

Witness my hand and official seal hereto affixed the day and year first above written.



Niki H. Howrey
 NOTARY PUBLIC in and for the State of
CALIFORNIA
 My Commission Expires: MARCH 2, 2002

EXHIBIT "A"

COMMUNICATIONS LEASE SITE:Communications Lease Site:

A 100 foot by 100 foot tract of land lying within that property described in instrument number M99-43217 of the Deed Records of Klamath County, Oregon and more particularly described as follows:

Beginning at a 5/8 inch iron rod with a yellow plastic cap marked "LAND MARK PLS 2287" at the northeast corner of a communications lease site from which the East One-Quarter Corner of Section 18, Township 23 South, Range 10 East, Willamette Meridian, Klamath County, Oregon bears North 87°22'58" East 1587.67 feet; thence South 100.00 feet to a 5/8 inch iron rod with a yellow plastic cap marked "LAND MARK PLS 2287"; thence West 100.00 feet to a 5/8 inch iron rod with a yellow plastic cap marked "LAND MARK PLS 2287"; thence North 100.00 feet to a 5/8 inch iron rod with a yellow plastic cap marked "LAND MARK PLS 2287"; thence East 100.00 feet to the Point of Beginning and containing 10,000 square feet more or less.

ACCESS and UTILITY EASEMENT:

A 15.00 foot wide strip of land, 7.50 feet on both sides of the following described centerline, for the purpose of access and utilities over and across that property described in instrument number M99-43217 of the Deed Records of Klamath County, Oregon, and more particularly described as follows:

Beginning at a point on the centerline of State Highway 97 from which the East One-Quarter Corner of Section 18, Township 23 South, Range 10 East, Willamette Meridian, Klamath County, Oregon bears North 89°22'14" East 3146.05 feet; thence South 67°08'37" East 105.49 feet; thence North 89°12'09" East 413.01 feet; thence North 88°15'20" East 1000.11 feet; thence South 0°02'57" East 33.16 feet to a point on the north boundary of a communications lease site and there terminating, said point being East 50.00 feet from the northwest corner of said lease site.

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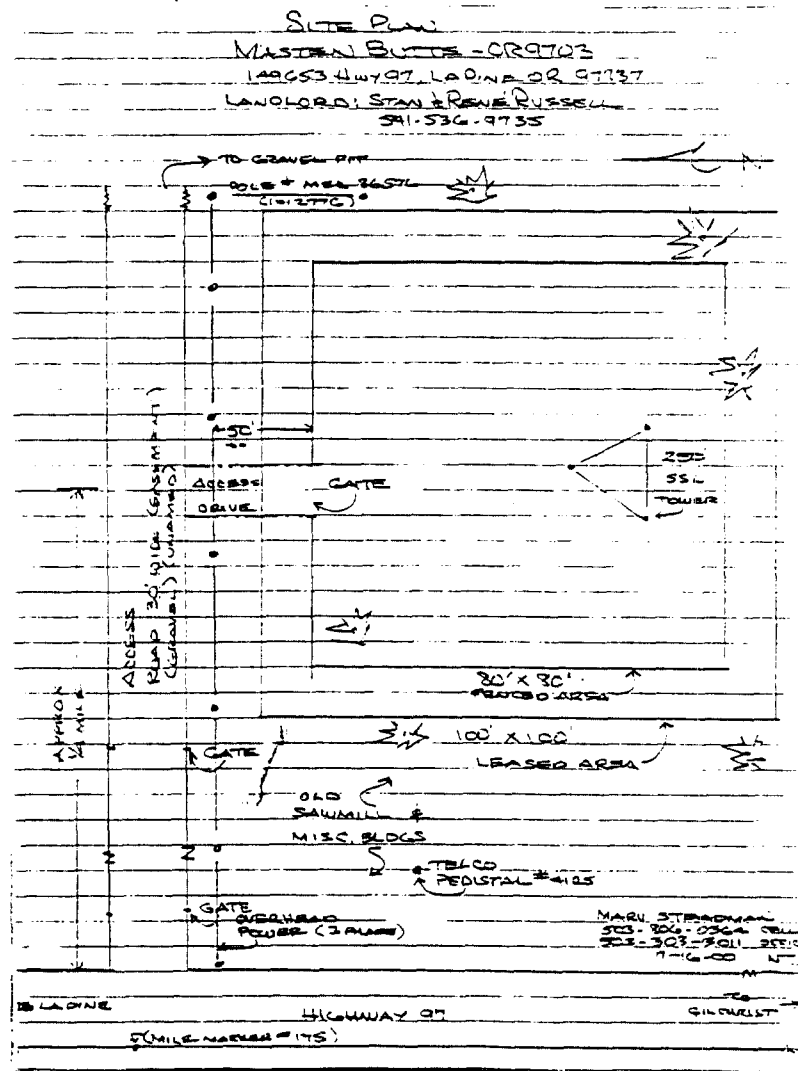
65-001-069

EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated August 8th, 2000, by and between Stan Russell and Rene Russell, husband and wife, as Lessor, and Mericom Development Corporation, a Delaware Corporation, as Lessee.

The Premises are described and/or depicted as follows:



This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations.

Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.

Lessor Initials SMR. ER
 Mericom Development Corporation Initials AK

Site I.D.#: OR9703 Masten Butte

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State of Oregon, County of Klamath
 Recorded 08/08/01 at 8:24 a.m.
 In Vol. M01 Page 39677
 Linda Smith,
 County Clerk Fee\$ 51⁰⁰