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Klamath County, Oregon

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FILED FOR RECORD AT REQUEST OF
AND WHEN RECORDED RETURN TO:

Verizon Wireless

Attn: Network Real Estate - M/S 221

3350 161st Avenue SE

Bellevue, WA 98008

Space above this line is for Recorder's use.

ORIGINAL

Memorandum of Land Lease Agreement

Grantor:	Keith F. Flack and Janice M. Flack
Grantee:	Verizon Wireless (VAW) LLC d/b/a Verizon Wireless
Legal Description:	Klamath County, State of Oregon Official legal description as Exhibit "A"
Assessor's Tax Parcel ID#:	R79373
Reference # (if applicable):	N/A

MEMORANDUM OF LAND LEASE AGREEMENT

This Memorandum of Land Lease Agreement is made this 23rd day of Feb, 2006, between Keith F. Flack and Janice M. Flack, as tenants by the entirety, with a mailing address of P.O. Box 434, Oakridge, OR 97463, hereinafter collectively referred to as "LESSOR", and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its principal office located at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LESSOR and LESSEE entered into a Land Lease Agreement (the "Agreement") on Feb 23, 2006 for an initial term of five (5) years, commencing on the Commencement Date. The Land Lease Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. If at the end of the fourth (4th) five (5) year extension term the Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term.
2. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property"), located at 71735 Highway 97 North, Chiloquin, OR 97624, and being described as a 60' x 60' feet parcel containing 3,600 square feet, as shown on the Tax Map of the County of Klamath County as a portion of Tax Parcel No. R79373, as shown on Exhibit "A" attached hereto and made a part hereof, together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty (20') foot wide right-of-way extending from the nearest public right-of-way, Highway 97 North, to the demised premises. The demised premises and right-of-way are hereinafter collectively referred to as the "Premises". The Premises are described in Exhibit A attached hereto and made a part hereof. In the event any public utility is unable to use the aforementioned right-of-way, LESSOR has agreed to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.
3. The Commencement Date of the Agreement, of which this is a Memorandum, is defined as the first (1st) day of the month following the date this Agreement is executed by the parties or the first (1st) day of the month following the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last.

4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

**LESSOR: Keith F. Flack and
Janice M. Flack**

Chose
WITNESS

BY: Keith F. Flack (SEAL)
Keith F. Flack

Chose
WITNESS

BY: Janice M. Flack (SEAL)
Janice M. Flack

**LESSEE: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless**

Sam R
WITNESS

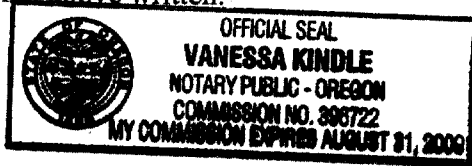
BY: Keith A. Surratt (SEAL)
Keith A. Surratt
West Area Vice President – Network

LESSOR ACKNOWLEDGEMENT

STATE OF Oregon)
COUNTY OF Lane) ss.

On this 28 day of December, 20 05, before me, a Notary Public in and for the State of Oregon, personally appeared Keith F. Flack, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be His free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Vanessa Kindle
NOTARY PUBLIC in and for the State of OR
residing at Oakridge, Oregon
My appointment expires August 31, 2009
Print Name Vanessa Kindle

STATE OF Oregon)
COUNTY OF Lane) ss.

On this 28 day of December, 20 05, before me, a Notary Public in and for the State of Oregon, personally appeared Janice M. Flack, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be Her free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Vanessa Kindle
NOTARY PUBLIC in and for the State of OR
residing at Oakridge, Oregon
My appointment expires August 31, 2009
Print Name Vanessa Kindle

LESSEE ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

On this 23 day of February, 2006, before me, the undersigned, a Notary Public in and for the State of Arizona, duly commissioned and sworn, personally appeared Keith A. Surratt to me known to be an authorized representative of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, the limited liability company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Janet Loeb
Print or Type Name: JANET LOEBS
Notary Public in and for the State of AZ,
residing at MARICOPA COUNTY
My appointment expires: DEC. 24, 2006

EXHIBIT A – PAGE 1 OF 2 LEGAL DESCRIPTION

PROPERTY DESCRIPTION

THAT PORTION LYING EAST OF HIGHWAY 97 OF THE E 1/2 OF THE WEST 1/2 OF SECTION 24, TOWNSHIP 31 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, AND THE SOUTH 1/2 OF THE NE 1/4 OF SECTION 24, TOWNSHIP 31 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

SAVING AND EXCEPTING THEREFROM ANY PORTION IN SOUTHERN PACIFIC RAILROAD.

ALSO KNOWS AS TAX LOT T31SR07E24 0200.

EXHIBIT A - PAGE 2 OF 2

TAX LOT 200

16' PUBLIC
UTILITY
EASEMENT

SILVER LAKE HIGHWAY

PROPERTY LINE

PROPERTY LINE

APPROXIMATE LOCATION OF
12' WIDE INGRESS/EGRESS

A PORTION OF
Parcel R-3107-02400-00200-000
(19.22 ACRES±)



APPROXIMATE LOCATION
OF PROPOSED
60' X 60' LEASE AREA
3,600 SQUARE FEET

APPROXIMATE
LOCATION OF
12' WIDE
POWER/TELCO
EASEMENT



PROPERTY LINE

EDGE-OF PAVEMENT

HIGHWAY 97

6 TR

NOT TO SCALE