M06-08042

Klamath County, Oregon 04/25/2006 10:58:00 AM Pages 7 Fee: \$51.00

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



Memorandum of Land and Tower Lease Agreement

Grantor: Joe A. Hall, a married man dealing with his sole and

separate property and J. E. Hall, a married man

dealing with his sole and separate property

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#: Code 051 Map 2409-00000 TL 02400 Key #746759

Reference # (if applicable): N/A

MEMORANDUM OF LAND AND TOWER LEASE AGREEMENT

This Memorandum of Land and Tower Lease Agreement is made this day
of April, 2006, between Joe A. Hall, a married man dealing with his sole and separate
property and J. E. Hall, a married man dealing with his sole and separate property, with a mailing
address of P. O. Box 141, Belgrade, MT 59714, 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 and Tower Lease Agreement (the "Agreement") on the Commencement Date. The Land and Tower 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 space on the LESSOR's Tower, located in Klamath County, State of Oregon, as shown on Exhibit "A" attached hereto and made a part hereof, (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a 11'6" x 26' foot parcel of property containing 299 square feet for the installation of LESSEE's equipment building and other equipment, 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 right-of-way extending from the nearest public right-of-way, Hillcrest Street, to the demised premises. The tower space, 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, and as shown on the plat of survey attached hereto and incorporated herein as Exhibit B.
- 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. LESSEE has the right of first refusal to purchase the Premises during the initial term and all renewal terms of the Agreement. Any transfer between the two (2) parties comprising the LESSOR shall not be considered a sale.
- 5. 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:

Joe A. Hall, a married man dealing with his sole and separate property and J. E. Hall, a married man dealing with his sole and

separate property

BY:

Ica A Hall

Mary Places

BY:

SEA (SEA

JE/Hall

LESSEE:

Verizon Wireless (VAW) LLC

d/b/a Verizon Wireless

BY:

way to a

Keith A. Surrat

West Area Vice President - Network

WIINESS

LESSOR ACKNOWLEDGEMENT

STATE OF OCCO

On this day of , 2000, personally appeared Joe A. H the basis of satisfactory evidence) to be the personal day of the basis of satisfactory evidence of the personal day of the personal d	before me, a Notary Public in and for the State of all, personally known to me (or proved to me on erson who executed this instrument and tary act and deed for the uses and purposes
OFFICIAL SEAL CRYSTAL A. FIGUEROA NOTARY PUBLIC CREGON COMMISSION NO 364530 COMMISSION NO 364530	NOTARY PUBLIC in and for the State of Notary appointment expires Charles and State of Notary and State of Notary appointment expires Charles and State of Notary and State of Nota
Montana, personally appeared J. E. Halbasis of satisfactory evidence) to be the personal to be His/Her free and voluntary act and deinstrument. IN WITNESS WHEREOF, I have her first above written.	before me, a Notary Public in and for the State of II, personally known to me (or proved to me on the on who executed this instrument and acknowledged ed for the uses and purposes mentioned in the reunto set my hand and official seal the day and year TARY PUBLIC in and for the State of Montage appointment expires June 11, 2007 and Name Erin Paulause 5

LESSEE ACKNOWLEDGMENT

STATE OF ARIZONA	
) ss
COUNTY OF MARICOPA)

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



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

KLF Crescent Legal Description:

Beginning at a point in the NE 1/4 SE 1/4 of Section 29, Township 24 South, Range 9 E.W.M., said point being S. 60°29'10" W. a distance of 1336.8 feet from the quarter section corner on the east line of said Section 29; thence S. 35°53'50" E. a distance of 200.0 feet; thence S. 54°06'10" W. a distance of 175.0 feet; thence N. 35°53'50" W. a distance of 200.0 feet, thence N. 54°06'10" E. a distance of 175.0 feet, to the point of beginning.

KLF Crescent Access:

Access road is described as follows per the deed:

An existing access road extending northwesterly from a radio station site situated in the NE1/4 of the SE1/4 of Sec. 29, T. 24 S., R. 9E., W.M., to U.S. Highway No. 97 as said road is now located and staked over and acress the N1/2 of the SE1/4, S1/2 of the NE1/4 and NW1/4 of the NE1/4 of Sec. 29, the W1/2 of the SE1/4, SW1/4 of the NE1/4, and E1/2 of the NW1/4 of Sec. 20, amd the SW1/4 of Sec. 17, all in T. 24 S., R. 9 E., W.M.

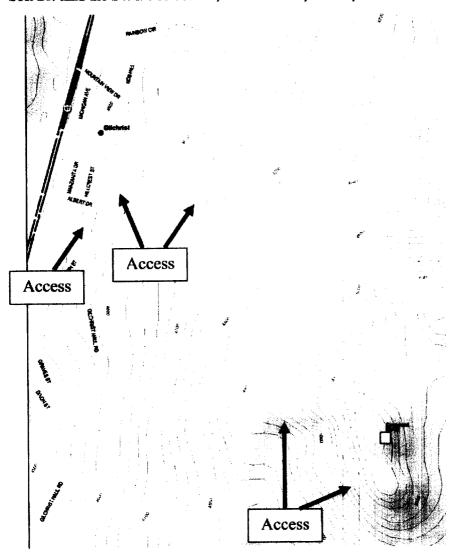


Exhibit A - Page 2 of 2

KLF Crescent Site:

