

M06-11202

Klamath County, Oregon

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Pages 8 Fee: \$56.00

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

Verizon Wireless

Attn: Network Real Estate - M/S 231

3350 161st Avenue SE

Bellevue, WA 98008

Space above this line is for Recorder's use.

ORIGINAL

Memorandum of Land Lease Agreement

Grantor:	South Central Enterprises, LLC
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#:	3809-020BD-00400-000
Reference # (if applicable):	N/A

MEMORANDUM OF LAND LEASE AGREEMENT

This Memorandum of Land Lease Agreement is made this 1st day of march, 2006, between South Central Enterprises, LLC, with a mailing address of 2100 NE Wyatt Ct., Bend, OR 97701, 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 march 1st, 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 in Klamath County, State of Oregon, and being described as a 60' x 60' feet parcel containing 3,600 square feet, 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, cables, conduits, and pipes under, an existing sixteen (16') wide right-of-way extending from the nearest public right-of-way, Clover Street, 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. LESSOR may relocate the access right-of-way provided such relocation will not interfere with LESSEE's rights, of access to the Premises.
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: South Central Enterprises, LLC

South Central Enterprises, LLC

Corene Felt BY: [Signature] (SEAL)
WITNESS NAME: Robert Quinn
TITLE: Vice President
DATE: 3-1-06

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

Keith Lee BY: [Signature] (SEAL)
WITNESS NAME: Keith A. Surratt
TITLE: West Area Vice President – Network

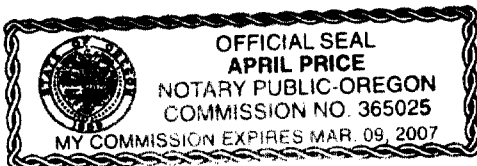
[Signature]

LESSOR ACKNOWLEDGEMENT

STATE OF Oregon)
) ss.
COUNTY OF Deschutes)

On this 1 day of March, 2006, before me, a Notary Public in and for the State of Oregon, personally appeared Robert Quinn, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged it as the Vice President of South Central Enterprises, LLC, to be the free and voluntary act and deed of said party 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.



April Price
NOTARY PUBLIC in and for the State of Oregon,
residing at Bend
My appointment expires 3-9-07
Print Name APRIL PRICE

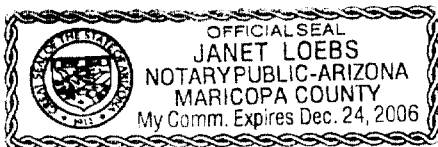
ME

LESSEE ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

On this 11th day of May, 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"
LEGAL DESCRIPTION
See Attached



LEGAL DESCRIPTION

That portion of the SE1/4 NW1/4 of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying North and West of Tract 1163, CAMPUS VIEW, described as follows:

A tract of land situated in the SE1/4 at the NW1/4 of Section 20, in Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 1 1/4 inch axle which is the Northwest corner of the SE1/4 of the NW1/4 of said Section 20; thence South 89° 09' 56" East 371.47 feet to a 6 by 6 inch concrete monument with metal cap which is the Southwest corner of the Oregon Institute of Technology Campus as the same appears on Record Survey No. 708 in the office of the County Surveyor of Klamath County, Oregon; thence South 89° 10' 29" East on the South line of said Oregon Institute of Technology Campus boundary 347.94 feet to a 5/8 inch iron pin; thence South 02° 42' 18" West 373.88 feet to a 5/8 inch iron pin; thence Northwesterly 217.28 feet along the arc of a curve to the right through a central angle of 07° 59' 24" and a radius of 1,588.11 feet from a tangent bearing of North 68° 59' 23" West to a 5/8 inch iron pin; thence South 29° 00' 01" West 60.00 feet to a 5/8 inch iron pin; thence Southeasterly 30.81 feet along the arc of a curve to the right through a central angle of 88° 15' 03" and a radius of 20.00 feet, tangent to a bearing of South 16° 52' 28" East the chord of which bears South 16° 52' 28" East 27.85 feet, to a 5/8 inch iron pin; thence Southerly 53.85 feet on the arc of a curve to the left, through a central angle of 24° 37' 25" and a radius of 125.29 feet, the chord of which bears South 14° 56' 21" West 53.43 feet to a 5/8 inch iron pin; thence South 02° 37' 39" West 40.00 feet to a 5/8 inch iron pin; thence North 87° 22' 21" West 200.00 feet to a 5/8 inch iron pin; thence South 02° 37' 39" West 58.03 feet to a 5/8 inch iron pin; thence North 89° 13' 34" West 272.76 feet to a 5/8 inch iron pin and the North-South centerline of the NW1/4 of said Section 20; thence North 00° 46' 26" East on the North-South centerline of Section 20, 508.00 feet to the Northwest corner of the SE1/4 of the NW1/4 of Section 20 and the point of beginning.

Tax Account No: 3809-020BD-00400-000

Key No: 168927

EXHIBIT A

LEASE PREMISES:

BEING A LEASE FOR A TELECOMMUNICATIONS FACILITY LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 38 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEARING N 45°39'59" E, 21.17 FEET FROM THE NORTHWEST CORNER OF LOT 6 BLOCK 2, CAMPUS VIEW TRACT NO. 1163, CITY OF KLAMATH FALLS, KLAMATH COUNTY, OREGON AND ALSO AS FILED WITH THE KLAMATH COUNTY SURVEYORS OFFICE AS C.S. 19-526:

**THENCE S 89°13'12" E, 60.00 FEET TO A POINT;
THENCE N 00°46'48" E, 60.00 FEET TO A POINT;
THENCE N 89°13'12" W, 60.00 FEET TO A POINT;
THENCE S 00°46'48" W, 60.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3,600 SQUARE FEET, ALL BEING IN KLAMATH COUNTY, OREGON.**

BASIS OF BEARING AND DESCRIPTION PER OREGON SOUTH ZONE NAD 1983 STATE PLANE GRID.

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