

2006-021882

Klamath County, Oregon



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11/01/2006 09:24:02 AM

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

Space above this line is for Recorder's use.

ORIGINAL

Memorandum of Land Lease Agreement

Grantor: Erin Leigh Thompson, as to an undivided 85% interest
and Stanley J. Pence, Sr., and Beverly A. Pence, as
tenants by the entirety

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#: 4011-00000-05900-000

Reference # (if applicable): N/A

sf
B.L.
est

MEMORANDUM OF LAND LEASE AGREEMENT

This Memorandum of Land Lease Agreement is made this 19th day of Oct, 2006, between Erin Leigh Thompson, as to an undivided 85% interest and Stanley J. Pence, Sr., and Beverly A. Pence, as tenants by the entirety, with a mailing address of P.O. Box 165, Malin, OR 97632, 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 Oct 19, 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 a lease area containing 42,565 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, poles, cables, conduits, and pipes over, under, or along a twelve foot (12') wide right-of-way extending from the nearest public right-of-way, Harpold Road, 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, and as shown on the plat of survey attached hereto and incorporated herein as Exhibit B. 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: Erin Leigh Thompson, as to an undivided
85% interest and Stanley J. Pence, Sr., and
Beverly A. Pence, as tenants by the entirety

Kay Neumeyer
WITNESS

BY: Erin Leigh Thompson (SEAL)
Erin Leigh Thompson

Kay Neumeyer
WITNESS

BY: Stanley J. Pence, Sr. (SEAL)
Stanley J. Pence, Sr.

Kay Neumeyer
WITNESS

BY: Beverly A. Pence (SEAL)
Beverly A. Pence

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

Keith A. Surratt
WITNESS

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

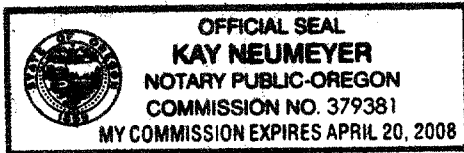
[Handwritten initials]

LESSOR ACKNOWLEDGEMENT

STATE OF Oregon)
COUNTY OF Klamath) ss.

On this 11th day of February, 2006, before me, a Notary Public in and for the State of Oregon, personally appeared Erin Leigh Thompson, 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.

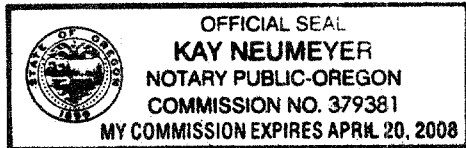


Kay Neumeyer
NOTARY PUBLIC in and for the State of OR,
residing at Medlin, Oregon
My appointment expires April 20, 2008
Print Name Kay Neumeyer

STATE OF Oregon)
COUNTY OF Klamath) ss.

On this 9th day of February, 2006, before me, a Notary Public in and for the State of Oregon, personally appeared Stanley J. Pence, Sr., 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.



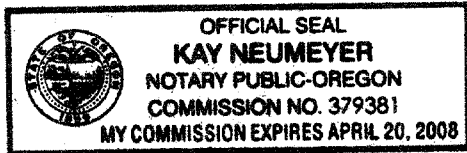
Kay Neumeyer
NOTARY PUBLIC in and for the State of OR,
residing at Medlin, OR
My appointment expires April 20, 2008
Print Name Kay Neumeyer

[Handwritten signature]

STATE OF Oregon)
) ss.
COUNTY OF Klamath)

On this 9th day of February, 2006, before me, a Notary Public in and for the State of Oregon, personally appeared Beverly A. Pence, 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.



Kay Neumeyer
NOTARY PUBLIC in and for the State of OR,
residing at Madison, OR
My appointment expires April 20, 2008
Print Name Kay Neumeyer

[Handwritten signature]

LESSEE ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

On this 19th day of October, 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 LOEB
Notary Public in and for the State of AZ,
residing at MARICOPA COUNTY
My appointment expires: DEC. 24, 2006

[Handwritten signature]

EXHIBIT "A"
LEGAL DESCRIPTION

The W1/2 of the W1/2 of Section 23; the SW1/4 of the NE1/4 of the NW1/4 of Section 23; and the W1/2 of the NW1/4 of the NW1/4 of Section 26; All in Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

Tax Account No: 4011-00000-05900-000

Key No: 104577

LEASE PREMISES:

BEING A LEASE FOR A TELECOMMUNICATIONS FACILITY LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 40 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING 1861.5 FEET SOUTH AND 725.5 FEET EAST FROM THE 1989 BRASS CAP MARKING THE NORTHWEST CORNER OF SECTION 23, T40S, R11E, W.M.:

THENCE N 59°58'40" E, 106.16 FEET TO A POINT;

THENCE S 30°01'20" E, 215.00 FEET TO A POINT;

THENCE S 59°58'40" W, 208.71 FEET TO A POINT;

THENCE N 30°01'20" W, 170.00 FEET TO A POINT;

THENCE N 36°17'07" E, 111.99 FEET TO THE POINT OF BEGINNING, CONTAINING 42,565 SQUARE FEET, ALL BEING IN KLAMATH COUNTY, OREGON.

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

JP
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