

2007-003549

Klamath County, Oregon



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Fee: \$51.00

FILED FOR RECORD AT REQUEST OF
AND WHEN RECORDED RETURN TO:
Verizon Wireless
Attn: Network Real Estate - M/S 231
15900 SE Eastgate Way
Bellevue, WA 98008

Space above this line is for Recorder's use.

ORIGINAL

Memorandum of Land Lease Agreement

Grantor: Virgin Enterprises, LLC, an Oregon limited liability company

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#: R134900 and R134919

Reference # (if applicable): N/A

MEMORANDUM OF LAND LEASE AGREEMENT

This Memorandum of Land Lease Agreement is made this _____ day of _____, 200_, between Virgin Enterprises, LLC, an Oregon limited liability company, with a mailing address of 85231 Lorane Highway, Eugene, OR 97405, hereinafter collectively referred to as "LESSOR", and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Basking Ridge, New Jersey 07920, 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 _____, 200_ 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 149647 Highway 97 North, La Pine, OR, and being described as a parcel containing 6,400 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 thirty (30') 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 the first day of the month following the date LESSEE commences installation of the equipment on the Premises.

~~4. LESSEE has the right of first refusal to purchase the Premises during the initial term and all renewal terms of the Agreement.~~

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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: Virgin Enterprises, LLC, an Oregon
limited liability company**

BY: 

NAME: Joan M. Virgin

TITLE: President

DATE: December 01, 2006

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

BY: 

Keith A. Surratt

West Area Vice President – Network

DATE: 1/19/07

LESSOR ACKNOWLEDGMENT

STATE OF OR)
) ss.
COUNTY OF LANE)

On this 1st day of December, 2006, before me, a Notary Public in and for the State of Oregon, personally appeared Joan M. Virgin, 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 President of Virgin Enterprises, LLC, an Oregon limited liability company, 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.



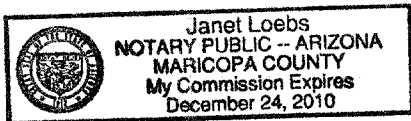
Diane C. Bounds
NOTARY PUBLIC in and for the State of OR
residing at 3336 Peregrine Street Eugene OR
My appointment expires April 19, 2009 897401
Print Name Diane C Bounds

LESSEE ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

On this 19th day of January, 2001, 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: IANET LOEBS
Notary Public in and for the State of AZ,
residing at MARICOPA COUNTY
My appointment expires: 12/24/2010

Exhibit A
Legal Description
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That portion of the NE 1/4 of the SW 1/4 of Section 18, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, lying Southeasterly of the Dalles-California Highway U.S. 97 AND

That portion of the SE 1/4 of the SW 1/4 and Government Lot 4 in Section 18, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, lying Southeasterly of the Dalles-California Highway U.S. 97.

Exhibit A
Legal Description
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