

2008-001276

Klamath County, Oregon



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01/31/2008 09:01:11 AM

Fee: \$36.00

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

Verizon Wireless

Attn: Northwest Real Estate – M/S 231

15900 SE Eastgate Way

Bellevue, WA 98008

Memorandum of Agreement

Grantor:	RCC Atlantic, Inc.
Grantee:	Verizon Wireless (VAW) LLC d/b/a Verizon Wireless
Legal Description:	Klamath County, State of Oregon Official legal description attached as Exhibit "A"
Assessor's Tax Parcel ID#:	3911-009D0-00100-000; 3911-00000-01200-000; 3911-00000-01600-000
Reference # (if applicable):	

Recording Requested By
And When Recorded Mail to:
Cynthia Shuck
RCC Atlantic, Inc.
3905 Dakota Street SW
Alexandria, MN 56308

ORIGINAL

MEMORANDUM OF AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the parties identified below are parties to that certain License Agreement, dated January 21, 2008 (the "Agreement"), containing the following terms and conditions:

Licensor:	Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its principal office at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920
Licensee:	RCC Atlantic, Inc., a Minnesota corporation authorized to do business in Oregon, with an address at 3905 Dakota St SW, Alexandria, MN 56308
Licensed Property:	The "Premises" licensed by Licensor to Licensee is described in Exhibit A attached hereto and incorporated herein.
Initial Term:	A term of five (5) years commencing on December 1, 2007 or the date the Licensee is issued a notice to proceed, whichever occurs first.
Rights to Extend or Renew:	Licensee has the right to extend/renew the Agreement as follows: three (3) options to extend the Initial Term for periods of five (5) years each on the terms and conditions set forth in the Agreement. If Licensee exercises all options to renew, the final expiration of the Agreement will occur on November 30, 2027.
Assignment Restrictions:	This Agreement may be sold, assigned or transferred by the Licensee with notice to Licensor.

This Memorandum of Agreement will be recorded in the applicable land records and is intended to provide notice to third parties of the Agreement and any and all amendments thereto. The Lease and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum of Agreement. This Memorandum of Agreement is not intended to amend or modify the terms and conditions of the Agreement or of any amendments thereto. To the extent that the terms and conditions of this Memorandum of Agreement differ from the terms and conditions of the Agreement and/or any amendments thereto, the terms and conditions of the Agreement and/or any amendments thereto shall govern and prevail. Capitalized terms not otherwise defined herein shall have the meaning defined in the Agreement and/or any amendments thereto. A copy of the Agreement and any amendments thereto is kept at Licensee's place of business, at the address noted above.

[Signature Pages Follow]

BONANZA MEMORANDUM OF AGREEMENT-1
OR3354

IN WITNESS WHEREOF, the parties hereto have executed this Notice of Agreement to be effective as of the date first set forth above.

LICENOR:

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

By: *Keith A. Surratt*

Print Name: Keith A. Surratt

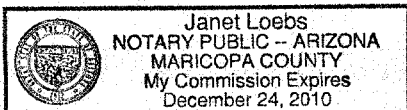
Print Title: West Area Vice President-Network

STATE OF ARIZONA

COUNTY OF MARICOPA

On this the 21 day of January, 2007, before me personally appeared Keith A. Surratt who acknowledged himself to be the West Area VP-Network of Verizon Wireless (VAW) LLC d/b/a Verizon wireless, and that he acknowledged the foregoing instrument by him sealed and subscribed to be his free act and deed and the free act and deed of Verizon Wireless.

In witness whereof I hereunto set my hand and official seal.



Before me, *Janet Loeb*
Notary Public
My Commission Expires: 12/24/2010

LICENSEE:

RCC Atlantic, Inc., a Minnesota corporation

By: *Richard Ekstrand*

Print Name: RICHARD EKSTRAND

Print Title: PRESIDENT/CEO

STATE OF MINNESOTA

COUNTY OF DOUGLAS

On the 11 day of Sept, 2007, before me personally appeared Richard Ekstrand to me known, who being by me duly sworn, did depose and say that he is the Pres CEO of RCC Atlantic, Inc., the Lessee described in and which executed the foregoing instrument as his free act and deed and the free act and deed of said RCC Atlantic, Inc.

Cynthia Lynn Shuck
Notary Public
My Commission Expires: _____

BONANZA MEMORANDUM OF AGREEMENT-2
OR3354

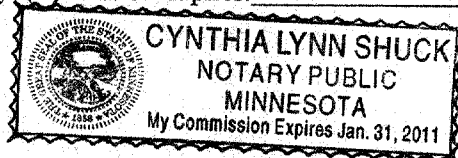


EXHIBIT "A"
LEGAL DESCRIPTION

That portion of the NW1/4 SE1/4 of Section 9, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the point of intersection of the East and West center line of Section 9, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, with the northeasterly boundary line of the right of way of the Dairy - Bonanza Highway as the same is now located and constructed; thence North 89° 50' East along the said East West center line of said Section 9, 384.50 feet; thence Southerly and parallel with the Easterly boundary of said Section 9, 249.2 feet, more or less, to a point in the Northeasterly boundary line of said right of way of the Dairy - Bonanza Highway; thence Northwesterly along said right of way line to the point of beginning, and ALSO

Beginning at a point in the East and West center line of Section 9, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, from which the point of intersection of the said East and West center line of Section 9 with the Northeasterly boundary line of the right of way of the Dairy - Bonanza Highway as the same is now located and constructed bears South 89° 50' West 384.5 feet distance and running thence Southerly and parallel with the Easterly boundary of the said Section 9, 249.2 feet, more or less to a point in the Northeasterly boundary line of the right of way of the Dairy - Bonanza Highway; thence Southeasterly along said right of way line 849.3 feet, more or less, to its intersection with the West line of Bowne Avenue, (now vacated) of Bowne Addition to Bonanza, Oregon, the plat whereof is on file and of record in the office of the County Clerk of Klamath County, Oregon; thence North along the said West line of Bowne Avenue (now vacated) 711.8 feet, more or less, to its intersection with the said East and West center line of the said Section 9; thence South 89° 50' West 713.6 feet, along the said East and West center to the point of beginning.

TOGETHER WITH those portions of vacated Bowne Avenue and College Avenue as insured thereto by operation of law.

Tax Account No: 3911-009D0-00100-000

Key No: 605367

Government Lots 2, 3, and 4, the SW1/4 NE1/4, S1/2 NW1/4, SW1/4 and the W1/2 SE1/4 of Section 4, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

Tax Account No: 3911-00000-01200-000

Key No: 793172

The NE1/2 NE1/4, SW1/4 NE1/4, and NW1/4 of Section 9, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM that portion thereof conveyed to Hornesly Irrigation District for canal or lateral lines by Deed recorded May 29, 1918 in Volume 49, page 218, Deed Records of Klamath County, Oregon.

AND EXCEPTING THEREFROM that portion thereof conveyed to Klamath County for road purposes by Deed recorded May 5, 1924 in Volume 64, page 83, Deed Records of Klamath County, Oregon.

Tax Account No: 3911-00000-01600-000

Key No: 1474

Tax Account No: 3911-00000-01600-000

Key No: 603957