

2008-005801

Klamath County, Oregon



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04/22/2008 10:07:45 AM

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:	Glenda Jean Stilwell
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#:	
Reference # (if applicable):	N/A

MEMORANDUM OF LAND LEASE AGREEMENT

This Memorandum of Land Lease Agreement is made this 10th day of April, 2008, between Glenda Jean Stilwell, with a mailing address of 14043 Algoma Road, Klamath Falls, Oregon 97601, 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, Mail Stop 4AW100, 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 April 10, 2008 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 three (3) 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 three (3) 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 14043 Algoma Road, Klamath Falls, County of Klamath Falls, State of Oregon 97601, and being described as a 40' x 40' foot parcel containing 1,600 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, 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, Algoma 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. 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 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.

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: Glenda Jean Stilwell

By: Glenda Jean Stilwell
Name: Glenda Jean Stilwell
Date: 10/22/2007

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

By: Keith A. Surratt
Name: Keith A. Surratt
Its: West Area Vice President - Network
Date: 4/10/08

LESSOR ACKNOWLEDGEMENT

STATE OF Oregon)
) ss.
COUNTY OF County)

On this 22 day of October, 2007, before me, a Notary Public in and for the State of Oregon, personally appeared Glenda Jean Stilwell, 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.



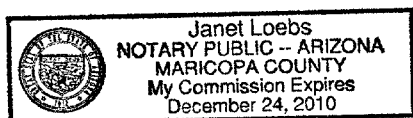
Margaret John
NOTARY PUBLIC in and for the State of Oregon
residing at Klamath Falls, OR
My appointment expires 9-12-2010
Print Name Margaret John

LESSEE ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 10th day of April, 2008, 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: 12/24/2010

EXHIBIT A
PAGE 1 OF 3
LEGAL DESCRIPTION

That portion of the SW 1/4 of the NE 1/4 of Section 18, Township 37 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Northwest corner of the SW 1/4 of the NE 1/4 of Section 18; thence South 330 feet; thence East and parallel with the North line of said SW 1/4 of the NE 1/4, 1320 feet to the East line of said SW 1/4 of the NE 1/4; thence Southeast to the quarter section corner on the line between Sections 17 and 18; thence North along the East line of the NE 1/4 of Section 18 to the Northeast corner of the SE 1/4 of the NE 1/4 of said Section 18; thence West along the North line of the S 1/2 of the NE 1/4 of Section 18, to the place of beginning.

AND a portion of the S 1/2 of the NE 1/4 of Section 18, Township 37 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the West line of the SW 1/4 of the NE 1/4 which point is 330 feet South of the Northwest corner of the SW 1/4 of the NE 1/4; thence East and parallel with the North line of said SW 1/4 of the NE 1/4 1320 feet to the East line of said SW 1/4 of the NE 1/4; thence in a direct line, Southeasterly, to the quarter section corner between Sections 17 and 18 of said Township & Range; thence West along the South line of the NE 1/4 to the Southwest corner of the SE 1/4 of the NE 1/4; thence North along the West line of said SE 1/4 of the NE 1/4 660 feet; thence West and parallel to the North line of the said SW 1/4 of the NE 1/4 to the West line thereof; thence North along the West line of the SW 1/4 of the NE 1/4 330 feet, more or less, to the point of beginning.

AND a portion of the SE 1/4 of the NW 1/4 of Section 18, Township 37 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Northeast corner of the SE 1/4 of the NW 1/4 of Section 18, Township 37 South, Range 9 East of the Willamette Meridian, and running thence South 330 feet to a corner; thence West 341 feet, more or less, to a point 50 feet East of the centerline of the State Highway as now constructed, said point intersecting the present right of way fence of said Highway; thence North along said right of way fence and on a line 30 feet distant from the centerline of said Highway, 222 feet; thence North 20° East, continuing along said right of way fence, and on a line 30 feet distant from the centerline of said Highway, 32 feet to fence corner; thence North 76° East, 338 feet to the place of beginning.

EXHIBIT A
PAGE 2 OF 3
LEGAL DESCRIPTION OF LEASE AREA

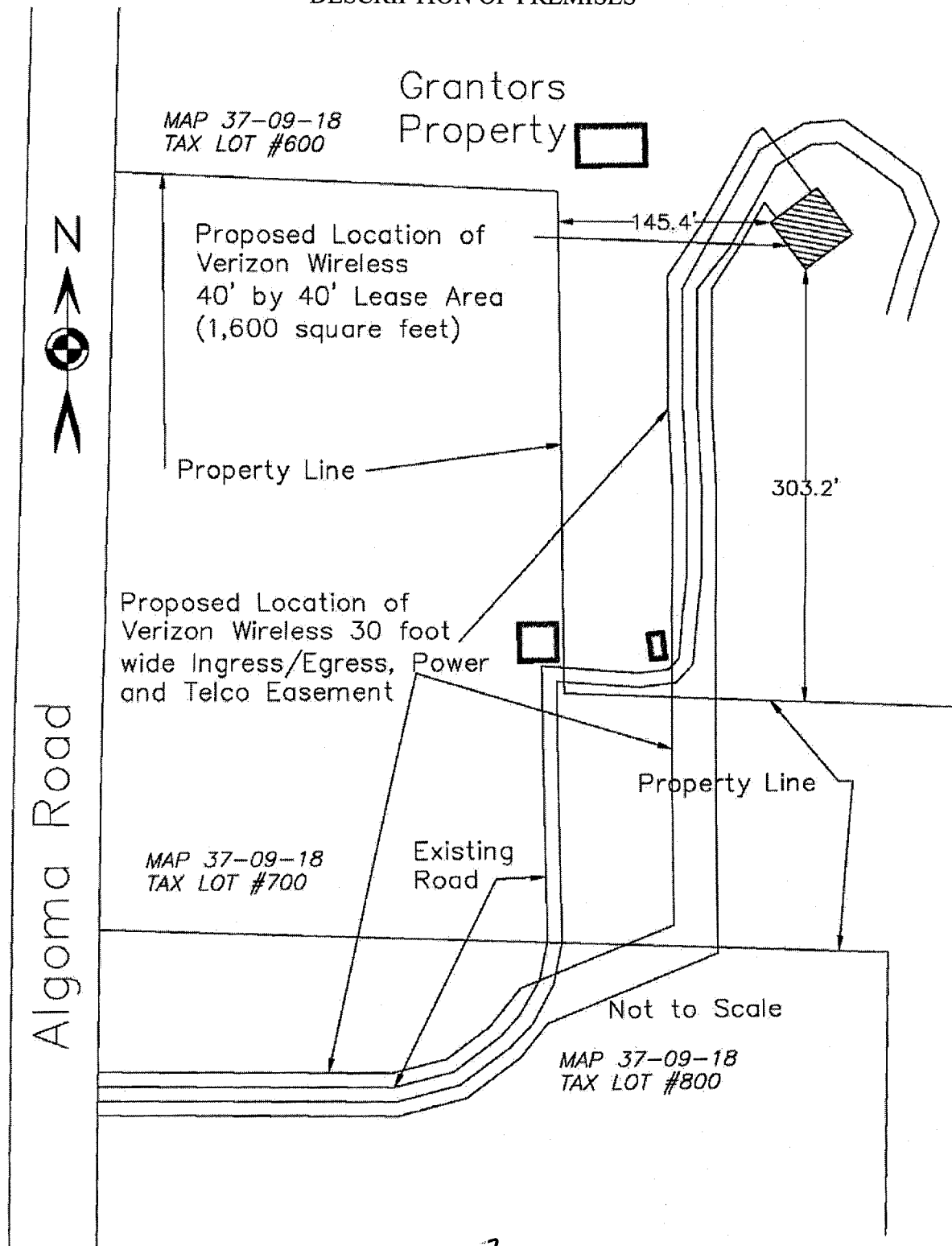
BEING A LEASE FOR A COMMUNICATIONS FACILITY LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 37 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, AND BEING ON THE PROPERTY NOW OR FORMALLY OF GLENDA JEAN STILLWELL, AS DESCRIBED IN KLAMATH COUNTY, OREGON DEED RECORDS VOLUME M98, PAGE 22828, AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING N 46°21'32" E, 4258.90 FEET FROM THE NORTHWEST CORNER OF COMMUNITY AVENUE PER KLAMATH COUNTY OREGON PLAT RECORDS OF THE FIRST ADDITION TO ALGOMA OREGON, SECTION 18, TOWNSHIP 37 SOUTH, RANGE 9 EAST, W.M., KLAMATH COUNTY, OREGON:

THENCE S 37°04'39" E, 40.00 FEET TO A POINT;
THENCE S 52°55'21" W, 40.00 FEET TO A POINT;
THENCE N 37°04'39" W, 40.00 FEET TO A POINT;
THENCE N 52°55'21" E, 40.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1,600 SQUARE FEET, ALL BEING IN KLAMATH COUNTY, OREGON.

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

EXHIBIT A
PAGE 3 OF 3
DESCRIPTION OF PREMISES



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