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**ORIGINAL****Exhibit D****MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF AGREEMENT, dated October 21, 2008, by and between United States Cellular Operating Company of Medford, an Oregon corporation, c/o U.S. Cellular® ("Licensor") and RCC Atlantic, Inc., a Minnesota corporation ("Licensee").

**WITNESSETH:****Recitals**

By "Tower and Ground Space License Agreement" dated October 21, 2008 (the "Agreement"), between Licensor and Licensee, Licensor has agreed to allow Licensee the privilege of placing certain improvements and fixtures on certain real property located in the Klamath Falls, located in Klamath Falls County, Oregon (Licensor's Property"), legally described on Exhibit A attached hereto and made a part hereof. Licensor and Licensee now desire to enter into this Memorandum of Agreement, to record such Memorandum of Agreement in the Somerset County Clerk's Office, to give record notice of the Agreement.

**Memorandum of Agreement**

Pursuant to the Agreement, Licensor and Licensee do hereby state the following:

1. The name of the Licensor is United States Cellular Operating Company of Medford, an Oregon corporation.
2. The name of the Licensee is RCC Atlantic, Inc. a Minnesota Corporation.
3. Licensor has agreed to license space for certain improvements and fixtures to Licensee pursuant to the terms, provisions and conditions contained in the Agreement.
4. The address of Licensor set forth in the Agreement is: Attn: Real Estate, c/o U.S. Cellular, 8410 West Bryn Mawr Ave., Suite 700, Chicago, IL 60631, and the address of Licensee set forth in the Agreement is: RCC Atlantic, Inc., 3905 Dakota Street, Alexandria, MN 56308
5. The date of the Agreement is October 21, 2008.
6. A description of the Licensee's ground space on Licensor's Property attached hereto and made a part hereof as Exhibit B.

7. The initial term of the Agreement shall run from September 1, 2008 until August 31, 2013; and, thereafter, Licensee has four (4) options of five (5) years each to renew the Agreement.
8. Licensee agrees to execute and deliver to Licensor such reasonable documents as Licensor may request upon the expiration or any earlier termination of the term of the Agreement to terminate and release this Memorandum of Agreement in the Clerk's Office.
9. Licensor executes this Memorandum of Agreement for the sole purpose of providing record notice of the Agreement in the Klamath County Clerk's Office. Any conflict between the terms of this Memorandum of Agreement and the Agreement shall be resolved in accordance with the terms, provisions, and conditions contained in the Agreement, which are paramount and controlling.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of this 21st day of October, 2008.

**LICENSOR:**

United States Cellular Operating Company of  
Medford

By: 

Name: Steven T. Campbell

Title: ~~Exec.~~ V.P., CFO & Treasurer

**LICENSEE:**

RCC Atlantic, Inc. a Minnesota corporation

By: 

Name: Walter L. Jones, Jr.

Title: West Area Vice President-Network

Date: 10/17/08

STATE OF ILLINOIS     )  
                                      )  
COUNTY OF COOK        )

I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared Steven T. Campbell, as ~~Exec.~~ VP, ~~CFO~~ & Treasurer of United States Cellular Operating Company of Medford, to me known to be the person described in and who executed the foregoing instrument and who acknowledged before me that he executed the same in the capacity aforesaid.

WITNESS my hand and official seal in the County and State last aforesaid the 21st day of October, 2008.

Sign Name: Lisa T. Dimartino

Print Name: Lisa T. Dimartino  
Notary Public

My Commission Expires: 10/16/11



STATE OF \_\_\_\_\_ )  
                                      )  
COUNTY OF \_\_\_\_\_ )

I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of RCC Atlantic, Inc., a Minnesota corporation, to me known to be the person described in and who executed the foregoing instrument and who acknowledged before me that he executed the same in the capacity aforesaid.

WITNESS my hand and official seal in the County and State last aforesaid the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Sign Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

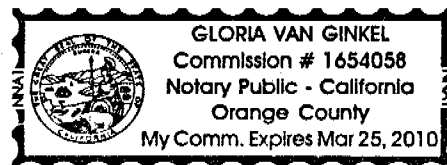
State of California    )  
                                  )  
County of Orange     )

On October 17, 2008 before me, Gloria Van Ginkel, Notary Public,  
Personally appeared Walter L. Jones, Jr., who proved to me on the basis of satisfactory  
evidence to be the person whose name is subscribed to the within instrument and  
acknowledged to me that he executed the same in his authorized capacity, and that by his  
signature on the instrument the person, or the entity upon behalf of which the person  
acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Gloria Van Ginkel  
Signature of Notary Public



Place Notary Seal Above

ORB RF Aug 97  
License Agent Memorandum

**EXHIBIT A**

**Legal Description**

Attached Hereto and Incorporated Herein

Commencing at the monumented northwest corner of Section 13, Township 38 South, Range 7 East of the Willamette Meridian, in Klamath County, Oregon; thence South  $81^{\circ}15'31''$  East, 4351.0 feet, to an 18" cedar, for the true point of beginning;  
Thence South  $44^{\circ}00'00''$  East 100.00 feet;  
Thence South  $46^{\circ}00'00''$  West 100.00 feet;  
Thence North  $44^{\circ}00'00''$  West 100.00 feet;  
Thence North  $46^{\circ}00'00''$  East 100.00 feet to the true point of beginning.

Containing 10,000 square feet of land, more or less.

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 twenty foot (20') wide right-of-way extending from the nearest public right-of-way, Oregon State Highway 140, to the premises

a non-exclusive access easement thirty (30) feet for ingress and egress over the following described road:

An access easement over existing & proposed roads in Sections 15, 21, 22, 27, 34 & 35 in T37S, R7E, WM, and Sections 2, 11, 12 & 13 in T38S, R7E, WM, all in Klamath County, Oregon, described as follows:

Beginning at a point on the south line of Highway 140 which bears approximately  $S 48^{\circ}13' E$ , 2300 feet from the northwest corner of Section 15, T37S, R7E; thence along an existing road the following approximate courses:  $S 41^{\circ}59' W$ , 135.5 feet;  $S 17^{\circ}56' W$ , 180.0 feet;  $S 07^{\circ}49' E$ , 259.3 feet;  $S 11^{\circ}04' W$ , 472.1 feet;  $S 07^{\circ}50' W$ , 554.1 feet;  $S 17^{\circ}06' W$ , 156.3 feet;  $S 43^{\circ}44' W$ , 157.6 feet;  $S 86^{\circ}22' W$ , 156.3 feet;  $N 81^{\circ}15' W$ , 358.3 feet;  $S 85^{\circ}06' W$ , 87.0 feet;  $S 47^{\circ}36' W$ , 77.1 feet;  $S 30^{\circ}38' W$ , 93.1 feet;  $S 16^{\circ}07' W$ , 91.2 feet;  $S 06^{\circ}23' W$ , 980.2 feet;  $S 01^{\circ}29' E$ , 131.7 feet;  $S 11^{\circ}46' E$ , 240.0 feet;  $S 16^{\circ}45' E$ , 374.8 feet;  $S 06^{\circ}15' E$ , 1528.4 feet;  $S 14^{\circ}33' W$ , 310.0 feet;  $S 37^{\circ}37' W$ , 186.4 feet;  $S 48^{\circ}43' W$ , 238.5 feet;  $S 28^{\circ}43' W$ , 121.8 feet;  $S 09^{\circ}27' W$ , 153.1 feet;  $S 04^{\circ}52' W$ , 375.6 feet;  $S 25^{\circ}21' W$ , 386.2 feet;  $S 36^{\circ}07' W$ , 318.7 feet;  $S 63^{\circ}41' W$ , 219.0 feet;  $S 82^{\circ}35' W$ , 160.6 feet;  $S 47^{\circ}55' W$ , 206.9 feet;  $S 27^{\circ}15' W$ , 130.7 feet; and  $S 06^{\circ}31' W$ , 121.6 feet to Aspen Lake Road; thence  $S 36^{\circ}53' E$ , along said Aspen Lake Road, 3.3 miles to a side road right; thence along said road the following approximate courses:  $S 24^{\circ}06' W$ , 125.5 feet;  $S 41^{\circ}19' W$ , 265.0 feet;  $S 20^{\circ}33' W$ , 270.5 feet;  $S 17^{\circ}36' E$ , 474.7 feet;  $S 03^{\circ}43' E$ , 897.3 feet;  $S 09^{\circ}17' E$ , 324.6 feet;  $S 16^{\circ}42' W$ , 295.1 feet;  $S 04^{\circ}49' W$ , 243.3 feet;  $S 17^{\circ}00' E$ , 194.4 feet;  $S 04^{\circ}29' W$ , 272.6 feet;  $S 37^{\circ}47' E$ , 88.0 feet;  $S 16^{\circ}16' E$ , 128.4 feet;  $S 29^{\circ}16' W$ , 126.5 feet;  $S 72^{\circ}55' W$ , 450.4 feet;  $S 38^{\circ}49' W$ , 166.1 feet;  $S 04^{\circ}20' E$ , 586.2 feet;  $S 37^{\circ}07' E$ , 1295.0 feet;  $S 50^{\circ}04' E$ , 480.8 feet;  $S 43^{\circ}59' E$ , 446.4 feet;  $S 33^{\circ}51' E$ , 646.9 feet;  $S 39^{\circ}59' E$ , 4883.7 feet; and  $S 40^{\circ}48' E$ , 50.5 feet; thence along a proposed road the following approximate courses: 403.4 feet along the arc of a 150.0 foot radius curve to the left (the long chord of which bears  $N 62^{\circ}09' E$ , 292.4') and  $N 14^{\circ}53' W$ , 412.7 feet to the southeast side of a proposed telecommunications site.

**EXHIBIT B**

Attached Hereto and Incorporated Herein



- > COMPOUND AREA: 60'-0" x 60'-0"
- > LEASE AREA 100'-0" x 100'-0"
- > 8'-0" HIGH CHAIN LINK FENCE W/3 STRANDS OF BARBED WIRE

