

2009-009011

Klamath County, Oregon



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**Return to:**

Richard J. Busch  
Busch Law Firm PLLC  
5400 Carillon Point  
Kirkland, WA 98033

07/01/2009 09:26:08 AM

Fee: \$46.00

**MEMORANDUM OF LEASE**

Grantor: Joseph Michael Hohman  
Grantee: New Cingular Wireless PCS, LLC, a Delaware limited liability company  
True Consideration Paid: Does not apply.  
Address for Tax Mailings: Does not apply.  
Site Number: KF02  
State: Oregon  
Site Name: Klamath Falls DT  
County: Klamath

This Memorandum of Lease is entered into on this 5 day of December, 2008, by and between Joseph Michael Hohmann,, having a mailing address of 905 Main Street, Klamath Falls, OR 97601 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Alpharetta, GA 30004 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") on the 5<sup>th</sup> day of December 2008, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

**"LANDLORD"**

Joseph Michael Hohman

By: 

Print Name: Joseph Michael Hohman

Its: Owner

Date: 12/05/08

**"TENANT"**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: 

E. Don MacLeod  
Executive Director

Date: 1-16-09

Prepared by:

Tim Henion

Cascadia PM, LLC

5501 NE 109<sup>th</sup> Court, Suite A-2

Vancouver, WA 98662

**LANDLORD ACKNOWLEDGMENT**

**INDIVIDUAL CAPACITY**

STATE OF OREGON                    )  
  )       SS.  
COUNTY OF Klamath            )

This instrument was acknowledged before me on Dec. 5, 2008 by  
Joseph Michael Hohman.

DATED: 12-5-08.

Notary Seal



Kay Heath  
(Signature of Notary)  
KAY HEATH  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of Oregon  
My appointment expires: 10-27-10

**TENANT ACKNOWLEDGEMENT**

STATE OF WASHINGTON    )  
                                  ) SS.  
COUNTY OF KING        )

I certify that I know or have satisfactory evidence that E. Don MacLeod is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Director of New Cingular Wireless PCS, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 1/16/09



Brandi Rachele Trader  
(Signature of Notary)

(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of Washington  
My appointment expires: 1/14/2012

**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

Page 1 of 2

to the Memorandum of Lease dated December 5, 2008, by and between Joseph Michael Hohman, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

Landlord owns certain property with an address of 905 Main Street, Klamath Fall, OR 97601 hereinafter identified as the "Property."

Real property in the County of Klamath, State of Oregon, described as follows:

All that portion of the NE 1/4 of the NE 1/4 of Section 32, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follow:

Beginning at the point of intersection of the Northeasterly line of Ninth Street with the Northwesterly line of Main Street in the City of Klamath Falls; and running thence, Northeasterly along the the Northwesterly line of Main Street, 68.97 feet, more or less, to the Southwesterly line of Tenth Street; thence Northwesterly along the Southwesterly line of Tenth Street 114.0 feet; thence Southwesterly, parallel with Main Street, 96.39 feet, more or less, to the Northeasterly line of Ninth Street; thence Southeasterly along Ninth Street, 117.23 feet, more or less to the point of beginning.

NOTE: This legal description was created Prior to January 1, 2008.

Tax Parcel Number: R413631

# EXHIBIT 1

## DESCRIPTION OF PREMISES

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Tenant leases a portion of the Property identified as the "Premises." The Premises are described and/or depicted as follows:

