

2009-009015

Klamath County, Oregon



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Return to:

Rich Busch
Busch Law Firm PLLC
5400 Carillon Point
5000 Building, 4th Floor
Kirkland, WA 98033

MEMORANDUM OF LEASE

Grantor: South Central Enterprises, LLC
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: KF04
State: Oregon
Site Name: Klamath Falls North
County: Klamath

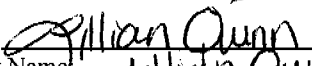
This Memorandum of Lease is entered into on this 25th day of February, 2009, by and between South Central Enterprises, a LLC, having a mailing address of 45 NW PARK PL, Bend, OR 97701 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") on the 25th day of February, 2009, 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"

South Central Enterprises, LLC

By: 
Print Name: Gillian Quinn
Its: Member
Date: 2/3/09

"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: 2-25-09

Prepared by:

Josh Hawes

Ryka Communications

10015 Lake City Way NE, Suite 435

Seattle, WA 98125


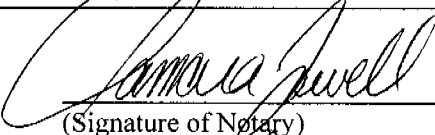
LANDLORD ACKNOWLEDGMENT

INDIVIDUAL CAPACITY

STATE OF OREGON)
) SS.
COUNTY OF Deschutes)

This instrument was acknowledged before me on February 3, 2009 by
Lillian Quinn

DATED: 2/3/9


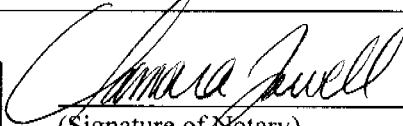
<p>Notary Seal</p> <div data-bbox="240 695 673 842"><p>OFFICIAL SEAL TAMARA POWELL NOTARY PUBLIC-OREGON COMMISSION NO. 432935 MY COMMISSION EXPIRES SEPT. 25, 2012</p></div>	<p> (Signature of Notary) <u>Tamara Powell</u> (Legibly Print or Stamp Name of Notary) Notary Public in and for the State of Oregon My appointment expires: <u>9/25/12</u></p>
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REPRESENTATIVE CAPACITY

STATE OF OREGON)
) SS.
COUNTY OF Deschutes)

This instrument was acknowledged before me on February 3, 2009 by
Lillian Quinn as Landlord of property

DATED: 2/3/9

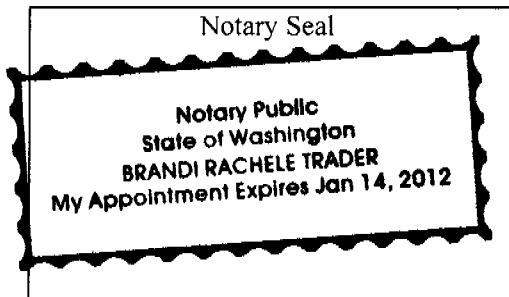
<p>Notary Seal</p> <div data-bbox="240 1367 690 1514"><p>OFFICIAL SEAL TAMARA POWELL NOTARY PUBLIC-OREGON COMMISSION NO. 432935 MY COMMISSION EXPIRES SEPT. 25, 2012</p></div>	<p> (Signature of Notary) <u>Tamara Powell</u> (Legibly Print or Stamp Name of Notary) Notary Public in and for the State of Oregon My appointment expires: <u>9/25/12</u></p>
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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: 2/25/09



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 Rev. 25th, 2009, by and between South Central Enterprises, LLC, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

Landlord owns certain property with an address of 2701 Clover Street, Klamath Falls, OR 97601 hereinafter identified as the "Property", legally described as follows:

LEGAL DESCRIPTION

That portion of the SE1/4 NW1/4 of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying North and West of Tract 1163, CAMPUS VIEW, described as follows:

Beginning at a 1 1/4 inch axle which is the Northwest corner of the SE1/4 of the NW1/4 of said Section 20; thence South 89° 09' 56" East 371.47 feet to a 6 by 6 inch concrete monument with metal cap which is the Southwest corner of the Oregon Institute of Technology Campus as the same appears on Record Survey No. 708 in the office of the County Surveyor of Klamath County, Oregon; thence South 89° 10' 29" East on the South line of said Oregon Institute of Technology Campus boundary 347.94 feet to a 5/8 inch iron pin; thence South 02° 42' 18" West 373.88 feet to a 5/8 inch iron pin; thence Northwesterly 217.28 feet along the arc of a curve to the right through a central angle of 07° 59' 24" and a radius of 1,588.11 feet from a tangent bearing of North 68° 59' 23" West to a 5/8 inch iron pin; thence South 29° 00' 01" West 60.00 feet to a 5/8 inch iron pin; thence Southeasterly 30.81 feet along the arc of a curve to the right through a central angle of 88° 15' 03" and a radius of 20.00 feet, tangent to a bearing of South 16° 52' 28" East the chord of which bears South 16° 52' 28" East 27.85 feet, to a 5/8 inch iron pin; thence Southerly 53.85 feet on the arc of a curve to the left, through a central angle of 24° 37' 25" and a radius of 125.29 feet, the chord of which bears South 14° 56' 21" West 53.43 feet to a 5/8 inch iron pin; thence South 02° 37' 39" West 40.00 feet to a 5/8 inch iron pin; thence North 87° 22' 21" West 200.00 feet to a 5/8 inch iron pin; thence South 02° 37' 39" West 58.03 feet to a 5/8 inch iron pin; thence North 89° 13' 34" West 272.76 feet to a 5/8 inch iron pin and the North-South centerline of the NW1/4 of said Section 20; thence North 00° 46' 26" East on the North-South centerline of Section 20, 508.00 feet to the Northwest corner of the SE1/4 of the NW1/4 of Section 20 and the point of beginning.

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 2 of 2

(Leased Area and Site Access)

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

