

2010-001832

Klamath County, Oregon



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02/03/2010 10:02:53 AM

Fee: \$112.00

Prepared by:
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Unison Site: #449916

WIRELESS COMMUNICATION EASEMENT AND ASSIGNMENT AGREEMENT

THIS WIRELESS COMMUNICATION EASEMENT AND ASSIGNMENT AGREEMENT ("Agreement") is made as of the 18 day of December, 2009 ("Effective Date"), by and between Klamath Community Youth Sports Complex, Inc., a/k/a Klamath County Youth Sports Complex, Inc., an Oregon non-profit corporation whose address is 905 Wiard Street, Klamath Falls, Oregon 97603-3876 ("Site Owner"), and T6 Unison Site Management LLC, a Delaware limited liability company, P. O. Box 1951, Frederick, Maryland 21702-0951 ("Unison"). All references hereafter to "Unison" and "Site Owner" shall include their respective heirs, successors, personal representatives, lessees, licensees and assigns (Unison and Site Owner, collectively, "Parties").

RECITALS

WHEREAS, Site Owner is the owner of that certain property ("Property") located in the City of Klamath Falls, and County of Klamath, in the State of Oregon, having a street address of 905 Wiard Street, Klamath Falls, Oregon 97603-3876, and which Property is more particularly described on Exhibit A attached hereto.

NOW, THEREFORE, for and in consideration of the sum of Eighty Thousand One Hundred Fifty Five and No/100 Dollars (\$80,155.00) and other good and valuable consideration, the receipt and sufficiency of which Site Owner does hereby acknowledge and grant Unison full discharge and acquittance therefor, Site Owner and Unison agree to the following:

1. Grant of Easement. (a) Site Owner grants, bargains, sells, transfers and conveys to Unison:
 - (i) an exclusive easement in, to, under and over the portion of the Property substantially as shown and described on Exhibit B-1 ("Communication Easement") for the transmission and reception of any and all wireless communication signals and the construction, maintenance, repair, replacement, improvement, operation and removal of towers, antennas, buildings, fences, gates, generators and related facilities (collectively, "Facilities") and any related activities and uses including those necessary for Unison to comply

with its obligations under the agreements listed on Exhibit C ("Existing Agreements") together with the right to enter the Property and access the Easements described below, without notice to Site Owner, twenty-four (24) hours a day, seven (7) days a week, as may be required in connection with the foregoing activities and uses described in this Agreement, and

(ii) a non-exclusive easement in, to, under and over portions of the Property substantially as shown and described on Exhibit B-2 ("Access and Utility Easements," Communication Easement and Access and Utility Easements, collectively "Easements") for ingress and egress to and from the Communication Easement and a publicly dedicated roadway, and for the installation, repair, replacement, improvement, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, and any related activities and uses.

(b) The Parties agree that the Communication Easement includes, without limitation, (i) the portion of the Property leased by Site Owner under the Existing Agreements, and (ii) the portion of the Property upon which any Facilities are located on the Effective Date.

2. Assignment of Existing Agreements. Site Owner transfers and assigns to Unison, as of the Effective Date, all of its right, title and interest in, to and under the Existing Agreements, including without limitation, all rents, security deposits and other monies due the Site Owner specified therein. The Parties intend that this Agreement serve as an absolute assignment and transfer to Unison of all rents and other monies due the Site Owner pursuant to the Existing Agreements. Unison assumes the obligations and liabilities of Site Owner under the Existing Agreements only to the extent that such obligations and liabilities (i) are not the responsibility of the Site Owner pursuant to the terms of this Agreement; and (ii) accrue on or after the Effective Date.

3. Use of Easements. Consistent with the uses set forth in Section 1 above, Unison shall have the unrestricted right to lease, license, transfer or assign, in whole or in part, or permit the use of the Easements and/or its rights under this Agreement by any third parties including communication service providers or tower owners or operators, and any lessee or licensee under the Existing Agreements and the affiliates, agents, contractors, invitees and employees of Unison and/or Unison's present or future lessees or licensees (collectively, "Customers").

4. Term. This Agreement and the Easements shall be perpetual commencing on the Effective Date. Notwithstanding the foregoing, in the event Unison and Customers voluntarily cease to use the Easements (as defined in Section 1) for a period of more than five years (for reasons other than casualty, condemnation or Act of God), the Easements shall be deemed surrendered. Unison may surrender the Easements for any reason or at any time by giving thirty (30) days notice to Site Owner. Upon surrender, this Agreement shall be terminated, and Unison and Site Owner shall execute and record such documents reasonably required to terminate the Easements. This Agreement may not be terminated by Site Owner.

5. Improvements; Utilities. Unison and its Customers, may, at their discretion and expense, construct such improvements in, to, under and over the Easements, consistent with the uses specified in Section 1, all of which shall be deemed part of the Facilities. The Facilities shall remain the property of Unison and its Customers, as applicable, and Site Owner shall possess no right, title or interest therein. In the event that utilities necessary to serve the Facilities cannot be installed within the Easements, Site Owner agrees to cooperate (at no cost to Site Owner) with Unison and to act reasonably and in good faith in granting Unison the right to locate such utilities on the Property without requiring the payment of additional fees. If necessary, Site Owner shall, upon Unison's request, execute and record a separate written easement with Unison or with the utility company providing the utility service to reflect such right. Site Owner hereby irrevocably constitutes and appoints Unison as its true and lawful attorney-in-fact, with full power of substitution and resubstitution, to apply for and obtain any and all licenses, permits, consents or approvals which may be required in connection with the use of the Easements by Unison, and, as necessary to comply with applicable laws, statutes or regulations.

6. Taxes. Site Owner acknowledges that a portion of the purchase price delivered by Unison to Site Owner is for and in consideration of the continuing obligation of Site Owner to pay, on or before the due date, all present and future real property taxes, transfer taxes, penalties, interest, roll-back or additional taxes, sales and use taxes and all other fees and assessments, regardless of the taxing method (the "Taxes") attributable to the Property, this Agreement and the Easements. Without limiting the foregoing, except to the extent Taxes are the obligation of tenants under the

Existing Agreements, Site Owner shall be solely responsible for the payment of such Taxes. Within ten (10) days of receiving a request from Unison, Site Owner shall furnish to Unison a copy of each bill for any such Taxes and evidence of Site Owner's payment of such bill. In the event that Site Owner fails to pay any Taxes when due, Unison shall have the right, but not the obligation, to pay such Taxes on behalf of Site Owner. Site Owner shall reimburse Unison for the full amount of such Taxes paid by Unison on Site Owner's behalf within five (5) business days of Site Owner's receipt of an invoice from Unison.

7. Property Maintenance and Access. Site Owner agrees to maintain Property. Without limiting the foregoing, except to the extent maintenance is the obligation of tenants under the Existing Agreements, Site Owner shall be solely responsible for the maintenance of the Property. Site Owner agrees to provide Unison and its Customers access to and from the Easements and all other space in the Property consistent with the grant of the Easements set forth in Section 1 above, twenty-four (24) hours a day, seven (7) days a week.

8. Representations; Other Covenants of Site Owner. Site Owner represents, warrants and agrees that: (a) it is the legal owner of indefeasible and marketable title to the Property with the right, power and authority to enter into this Agreement and to grant the Easements to Unison, and any required consents and authorizations required, in connection with the execution and delivery of this Agreement have been obtained; (b) except for the Existing Agreements and as disclosed on Exhibit D, no leases, mortgages, deeds of trust or other encumbrances affect the Property as of the Effective Date, (c) Site Owner will comply with all governmental laws, rules and regulations applicable to the Property; (d) Site Owner has delivered to Unison true, correct and complete copies of the Existing Agreements, and, to Site Owner's best knowledge, no party is in default of any of their respective obligations under the Existing Agreements; (e) no party under the Existing Agreements has advised of any intention to exercise, nor have they exercised, any right of early termination set forth in its Existing Agreements, and further, no party has requested a reduction in the rental amount or escalator due under the Existing Agreements; (f) as of the Effective Date, site Owner shall not, without the prior written consent of Unison, amend or modify the Existing Agreements in any respect or exercise any rights granted by Site Owner to Unison under this Agreement, including, without limitation, any and all rights and remedies of Site Owner under the Existing Agreements; (g) notwithstanding anything to the contrary in this Agreement. Site Owner shall comply with all obligations of the lessor under the Existing Agreements which relate to the use, ownership and operation of the Property; and (h) Site Owner shall not use nor permit its affiliates, licensees, invitees or agents to use any portion of the Property or any other property owned or controlled by Site Owner, either directly or indirectly or by action or inaction, in a manner which in any way could result in default of the Existing Agreements or otherwise interfere with the operations of Unison and/or any Customers.

9. Environmental Covenants and Indemnity. Site Owner represents that it has not permitted or engaged in the use of, and has no knowledge of, any substance, chemical or waste (collectively "Substance") located on, under or about the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Neither Site Owner nor Unison will introduce or use any such Substance on, under or about the Property in violation of any applicable law or regulation. No underground storage tanks for petroleum or any other Substance, or underground piping or conduits, are or have previously been located on the Property, and no asbestos-containing insulation or products containing PCB or other Substances have been placed anywhere on the Property by Site Owner or, to Site Owner's knowledge, by any prior owner or user of the Property. Site Owner and Unison shall each defend, indemnify, protect and hold the other party harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of any Substance on, under or about the Property caused by the acts, omissions or negligence of the indemnifying party and their respective agents, contractors and employees. The foregoing indemnity shall survive any termination of this Agreement.

10. General Indemnity. In addition to the Environmental Indemnity set forth above, Site Owner and Unison shall each indemnify, defend and hold the other harmless against any and all costs (including reasonable attorney's fees) and claims of liability or loss arising (a) due to the breach of any representation, warranty or covenant of such indemnifying party set forth herein; and (b) out of the use and/or occupancy of the Property and Easements by the indemnifying party. This indemnity shall not apply to any claims to the extent arising from the gross negligence or intentional misconduct of the indemnified party.

11. Assignment; Secured Parties. Unison has the unrestricted right to assign, mortgage or grant a security interest in all of Unison's interest in and to this Agreement and the Easements, and may assign this Agreement and the Easements to any such assignees, mortgagees or holders of security interests, including their successors and assigns ("Secured Party" or, collectively, "Secured Parties"). Site Owner agrees to notify Unison and Secured Parties (provided Unison has given Site Owner notice and contact information of Secured Parties) simultaneously of any default by Unison and give Secured Parties the same right to cure any default. If a termination, disaffirmation or rejection of this Agreement shall occur, pursuant to any laws (including any bankruptcy or insolvency laws), Site Owner will notify Secured Parties (provided Unison has given Site Owner notice and contact information of Secured Parties) promptly and Site Owner shall enter into a new easement agreement with any such Secured Party upon the same terms of this Agreement, without requiring the payment of any additional fees. If any Secured Party shall succeed to Unison's interest under this Agreement, such Secured Party shall have no obligation to cure and no liability for any defaults of Unison accruing prior to the date that such Secured Party succeeds to such interest. Site Owner will enter into modifications of this Agreement reasonably requested by any Secured Party. Site Owner hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Easements and/or the Facilities or any portion thereof.

12. Estoppel Certificate. At any time during the term hereof, each party shall have the right to deliver to the other a statement of such party certifying: (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (ii) whether or not, to the best knowledge of the responding party, the requesting party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each such default; (iii) that there are no amounts due to the responding party from the requesting party; and (iv) any other information reasonably requested concerning this Agreement (the "Estoppel Certificate"). In the event the responding party fails to dispute the Estoppel Certificate by delivery to the requesting party of a notice specifying the nature and circumstances of any matter in the Estoppel Certificate that is disputed by the responding party within ten (10) days of receipt of the Estoppel Certificate, then all matters specified in the Estoppel Certificate shall be deemed true and correct, and the Estoppel Certificate shall thereafter be binding on the Parties, Secured Party or any party designated by the requesting party, and all of such parties may thereafter rely on the Estoppel Certificate as a conclusive statement of fact by the responding party as to the matters set forth therein..

13. Additional Customers. It is the intent of the Parties to encourage the addition to the Property throughout and after the term hereof. Site Owner hereby irrevocably constitutes and appoints Unison as its true and lawful attorney-in-fact, with full power of substitution and resubstitution, to negotiate and consummate leases, licenses and/or other agreements of use with Customers having a duration beyond the term of this Agreement. Site Owner ratifies and acknowledges the right of Unison to enter into such agreements, and the Property and Site Owner shall be bound by such agreements throughout and after the termination of this Agreement for any reason. Site Owner acknowledges that all such agreements entered into by Unison shall survive the termination of this Agreement for any reason. Site Owner agrees that it shall not, directly or indirectly, divert or solicit the business of any of Unison's Customers on behalf of itself or on behalf of any third party. Unison shall have a right of first refusal to acquire on the same terms and conditions offered by or to a third party, any interest in the Property or any portion thereof being transferred by Site Owner for wireless communication purposes such as described in Section 1 above. Site Owner shall, prior to granting or transferring such interest, notify Unison with a copy of the offer including the price and terms thereof. The foregoing is a continuing right in favor of Unison and shall not be extinguished by Unison's exercise or non-exercise of such right on one or more occasions. Upon the grant or transfer of the Property, or any portion thereof, to a third party, Site Owner shall immediately notify Unison in writing of such grant or transfer, with the name and address of the purchaser.

14. Condemnation. In the event of any condemnation of the Easements in whole or in part, Unison shall be entitled to file claims against the condemning authority for, and to receive, the value of the portion of the Property so taken on which the Easements are located, business dislocation expenses and any other award or compensation to which Unison may be legally entitled. Site Owner hereby assigns to Unison any such claims and agrees that any claims made by Site Owner will not reduce the claims made by Unison.

15. Covenant Running with the Land. The provisions of and covenants contained in this Agreement shall run with the land and shall bind and inure to the benefit of the Parties and their respective successors, heirs and assigns.

16. Dispute Resolution.

(a) If Unison fails to perform any of its obligations under this Agreement, Site Owner agrees to notify Unison and any Secured Parties, provided Unison has given Site Owner notice and contact information of Secured Parties, in writing of any default by Unison, and to give Unison and/or any Secured Parties the right to cure any default within a period of not less than sixty (60) days from Unison's receipt of the written default notice. If Unison or any Secured Parties shall fail to cure any default in accordance with this Section, Site Owner agrees that its only remedies for such default shall be specific performance or damages. Any and all damages for which Site Owner may be compensated is limited to the actual damages of Site Owner, and Unison's liability shall be limited to its interest in the Property. In the event that any dispute or claim arises that could impair the use or possession of the Facilities by Unison or its Customers, Unison shall have the right to seek injunctive relief, without the necessity of posting a bond.

(b) Except as set forth in Section 16(a), in the event of any dispute arising out of this Agreement, the following dispute resolution process shall be followed: (i) upon a party's written notice of dispute to the other party, an authorized representative of the Site Owner and Unison shall, through a good faith negotiation, attempt to settle a written resolution within thirty (30) days and (ii) if such negotiation attempts fail, the dispute shall be submitted by the parties to a mutually agreed upon arbitrator for a binding and final arbitration decision in accordance with the rules of the American Arbitration Association ("AAA") and using the Federal Rules of Evidence and Civil Procedure. In the event the parties are unable to mutually agree to an arbitrator, each party shall select their own arbitrator, and each such arbitrator shall thereafter mutually agree on a third arbitrator, and the majority decision by all such arbitrators shall be final and binding on the parties. Each party shall pay one-half of all arbitrator professional fees and the prevailing party, in any proceedings under this Section 16, shall be entitled to recover all costs incurred in connection therewith, including legal fees.

17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given one (1) business day after posting with a nationally recognized overnight courier service, or the earlier of receipt or ten (10) days after posting by registered or certified mail, return receipt requested, to the addresses of Site Owner and Unison set forth on the signature page. Either party may change its notice address by providing a new recipient name and address by notice as set forth in this paragraph.

18. Miscellaneous. (a) This Agreement and all Exhibits attached hereto constitute the entire agreement and understanding of Site Owner and Unison with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal agreements; (b) any amendments to this Agreement must be in writing and executed by both parties; (c) this Agreement is governed by the laws of the State in which the Property is located; (d) if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provisions shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of the Parties as expressed herein; (e) upon the request of Unison, Site Owner shall execute a Memorandum of this Agreement and such plats or surveys as deemed reasonably necessary by Unison for recordation in the public records of the County in which the Property is located; (f) the paragraph headings of this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Agreement; (g) Site Owner acknowledges that Unison has not provided any legal or tax advice to Site Owner in connection with the execution of this instrument; and (h) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

WITNESSES:

[Signature]
Print Name: Sherry C. Ramsey

[Signature]
Print Name: Karen Delore

"SITE OWNER":

Klamath Community Youth Sport Complex, Inc.,
a/k/a Klamath County Youth Sport Complex, Inc., an
Oregon non-profit corporation

By: [Signature]
Print Name: David P. Steen
Title: President

By: [Signature]
Print Name: Jeffrey S. Bradford
Title: Treasurer

Address: 905 Wiard Street
City: Klamath Falls
State: Oregon
Zip: 97603-3876
Tel: 541-850-9571
Fax: SAME


STATE OF OREGON)
) ss:
COUNTY OF Klamath)

On this 18th day of December, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared David P Steen, to me personally known, who, being by me duly sworn, did say that he/she is the President of said corporation; that no seal has been procured by the said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said President, as such officer, acknowledged the execution of said instrument to be the free act and deed of said corporation, by it and by him/her voluntarily executed.

STATE OF OREGON)
) ss:
COUNTY OF Klamath)


[Signature]
Notary Public in and for the State of Oregon

On this 18th day of December, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeffrey S Bradford to me personally known, who, being by me duly sworn, did say that he/she is the Treasurer of said corporation; that no seal has been procured by the said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said Treasurer, as such officer, acknowledged the execution of said instrument to be the free act and deed of said corporation, by it and by him/her voluntarily executed.

STATE OF OREGON)
) ss:
COUNTY OF Klamath)


[Signature]
Notary Public in and for the State of Oregon

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

"UNISON":

WITNESSES:

Print Name: Daryn Strauss

Print Name: Samira Amer

T6 UNISON SITE MANAGEMENT LLC,
a Delaware limited liability company

By: [Signature]
Name: James R. Holmes
Title: Authorized Signatory

Address: P. O. Box 1951
City: Frederick
State: Maryland
Zip: 21702-0951
Tel: (646) 452-5455
Fax: (301) 360-0635

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 17th day of December in the year of 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared James R. Holmes, Authorized Signatory of T6 Unison Site Management LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: [Signature]
My Commission Expires: _____
Commission Number: _____

Leena Abraham
Notary Public, State of New York
No. 02AB6149333
Qualified in NY County
Commission Expires July 10, 2010

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The South 5 acres of Tract 9 of Enterprise Tracts, according to the Official plat thereof of file in the Office of the County Clerk of Klamath County, Oregon.

Together with that portion of vacated sears way which inures thereto by Vacation Order #97-146, recorded April 10, 1997 in Volume M97, Page 10676, Microfilm Records of Klamath County, Oregon.

AND BEING the same property conveyed to Klamath Community Youth Sports Complex, Inc., an Oregon nonprofit corporation from Daniel J. Williams and Henrietta C. Williams by Warranty Deed dated April 14, 2000 and recorded April 21, 2000 in Deed Book M00, Page 13533.

Tax Parcel No. R446404

EXHIBIT B-1

COMMUNICATION EASEMENT

That portion of the Property on which any Facilities exist on the date of this Agreement together with the portion of the Property leased by Site Owner under the Existing Agreements, and the portion of the Property described as follows:

A Communication Easement 25 feet by 25 feet located in an existing parcel shown on Map 38 09 35, Tax Lot 600. Said parcel is located in the Northwest Quarter of Section 35, Township 38 South, Range 9 East, W.M. City of Klamath Falls, Klamath County, Oregon, and said Communication Easement is further described as follows:

Commencing at the center quarter corner of said Section 35; thence North 77° 58' 12" West on a bearing based on a geodetic North as derived using the real-time kinematic GPS 1597.84 feet to a set 5/8" rebar and the True Point of Beginning;

Thence North 90° 00' 00" West, 25.00 feet; thence North 00° 00' 00" East, 40.00 feet; thence North 90° 00' 00" East, 25.00 feet; thence South 00° 00' 00" West, 40.00 feet to the said True Point of Beginning.

Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

Agreed and Approved:

Site Owner:

Klamath Community Youth Sports Complex, Inc.,
a/k/a Klamath County Youth Sports Complex, Inc.

By: 

Name: David P. Steen

Title: President

Date: 12/18/09

By: 

Name: Jeffrey S. Bradford

Title: Treasurer

Date: 12/18/09

Unison: 

By: 

Name: James R. Holmes

Title: Authorized Signatory

Date: December 17, 2009

EXHIBIT B-1

COMMUNICATION EASEMENT

That portion of the Property on which any Facilities exist on the date of this Agreement together with the portion of the Property leased by Site Owner under the Existing Agreements, and the portion of the Property described as follows:

A Communication Easement 25 feet by 25 feet located in an existing parcel shown on Map 38 09 35, Tax Lot 600. Said parcel is located in the Northwest Quarter of Section 35, Township 38 South, Range 9 East, W.M. City of Klamath Falls, Klamath County, Oregon, and said Communication Easement is further described as follows:

Commencing at the center quarter corner of said Section 35; thence North 77° 58' 12" West on a bearing based on a geodetic North as derived using the real-time kinematic GPS 1597.84 feet to a set 5/8" rebar and the True Point of Beginning;

Thence North 90° 00' 00" West, 25.00 feet; thence North 00° 00' 00" East, 40.00 feet; thence North 90° 00' 00" East, 25.00 feet; thence South 00° 00' 00" West, 40.00 feet to the said True Point of Beginning.

Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

Agreed and Approved:

Site Owner:

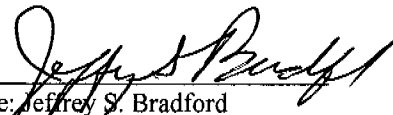
Klamath Community Youth Sports Complex, Inc.,
a/k/a Klamath County Youth Sports Complex, Inc.

By: _____

Name: David P. Steen

Title: President

Date: _____

By:  _____

Name: Jeffrey S. Bradford

Title: Treasurer

Date: 12/18/09

Witness:

By:  _____

Name: James R. Holmes

Title: Authorized Signatory

Date: December 17, 2009

EXHIBIT B-2

ACCESS AND UTILITY EASEMENTS

That portion of the Property on which any Facilities exist on the date of this Agreement or provided by Site Owner under the Existing Agreements for access and utility providers, including the following:

All rights of ingress and egress across the Property, more fully described on Exhibit "A" hereof, to and from the Communication Easement described in Exhibit B-1 hereof, providing access to a publicly dedicated roadway, including but not limited to **Wiard Street and Upland Way** (hereinafter the "Access Easement"), along with the right to use said Access Easement for the development, repair, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, as defined herein, and any related activities and uses. Said easement being more fully described as follows:

Access Easement:

An easement for access 12 feet in width located across an existing parcel shown on Map 38 09 35, Tax Lot 600. Said parcel is located in the Northwest Quarter of Section 35, Township 38 South, Range 9 East, W.M. City of Klamath Falls, Klamath County, Oregon, with the centerline of said easement further described as follows:

Commencing at the center quarter corner of said Section 35; thence North 89° 40' 11" West along the center of Section Line 1752.41 feet; thence North 00° 19' 49" East, 30.00 feet to a point on the north right-of-way line of a city street known as Upland Way and the True Point of Beginning;

Thence North 02° 50' 32" East, 221.39 feet; thence North 84° 15' 04" East, 128.41 feet; thence North 49° 41' 53" East, 67.33 feet; thence North 00° 00' 00" West, 13.57 feet to the south line of the Communication Easement and the Point of Termination.

Utility Easement:

An easement for utilities 3 feet in width located across an existing parcel shown on Map 38 09 35, Tax Lot 600. Said parcel is located in the Northwest Quarter of Section 35, Township 38 South, Range 9 East, W.M. City of Klamath Falls, Klamath County, Oregon, with the centerline of said easement further described as follows:

Commencing at the center quarter corner of said Section 35; thence North 82° 41' 57" West on a bearing based on geodetic North as derived using real-time kinematic GPS 1742.34 feet to the True Point of Beginning;

Thence North 71° 33' 29" East, 27.44 feet; thence North 48° 41' 58" East, 84.55 feet; thence North 00° 00' 00" East, 22.91 feet to the south line of the Communication Easement and the Point of Termination.

Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

Agreed and Approved:

Site Owner:

Klamath Community Youth Sports Complex, Inc.,
a/k/a Klamath County Youth Sports Complex, Inc.

By: 
Name: David P. Steen

Title: President

Date: 12/18/09

By: 

Name: Jeffrey S. Bradford

Title: Treasurer

Date: 12/18/09

Unison:

By: 

Name: James R. Holmes

Title: Authorized Signatory

Date: December 17, 2009

EXHIBIT B-2

ACCESS AND UTILITY EASEMENTS

That portion of the Property on which any Facilities exist on the date of this Agreement or provided by Site Owner under the Existing Agreements for access and utility providers, including the following:

All rights of ingress and egress across the Property, more fully described on Exhibit "A" hereof, to and from the Communication Easement described in Exhibit B-1 hereof, providing access to a publicly dedicated roadway, including but not limited to **Wiard Street and Upland Way** (hereinafter the "Access Easement"), along with the right to use said Access Easement for the development, repair, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, as defined herein, and any related activities and uses. Said easement being more fully described as follows:

Access Easement:

An easement for access 12 feet in width located across an existing parcel shown on Map 38 09 35, Tax Lot 600. Said parcel is located in the Northwest Quarter of Section 35, Township 38 South, Range 9 East, W.M. City of Klamath Falls, Klamath County, Oregon, with the centerline of said easement further described as follows:

Commencing at the center quarter corner of said Section 35; thence North 89° 40' 11" West along the center of Section Line 1752.41 feet; thence North 00° 19' 49" East, 30.00 feet to a point on the north right-of-way line of a city street known as Upland Way and the True Point of Beginning;

Thence North 02° 50' 32" East, 221.39 feet; thence North 84° 15' 04" East, 128.41 feet; thence North 49° 41' 53" East, 67.33 feet; thence North 00° 00' 00" West, 13.57 feet to the south line of the Communication Easement and the Point of Termination.

Utility Easement:

An easement for utilities 3 feet in width located across an existing parcel shown on Map 38 09 35, Tax Lot 600. Said parcel is located in the Northwest Quarter of Section 35, Township 38 South, Range 9 East, W.M. City of Klamath Falls, Klamath County, Oregon, with the centerline of said easement further described as follows:

Commencing at the center quarter corner of said Section 35; thence North 82° 41' 57" West on a bearing based on geodetic North as derived using real-time kinematic GPS 1742.34 feet to the True Point of Beginning;

Thence North 71° 33' 29" East, 27.44 feet; thence North 48° 41' 58" East, 84.55 feet; thence North 00° 00' 00" East, 22.91 feet to the south line of the Communication Easement and the Point of Termination.

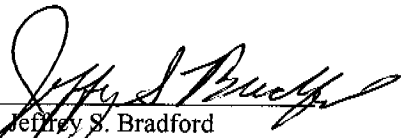
Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

Agreed and Approved:

Site Owner:

Klamath Community Youth Sports Complex, Inc.,
a/k/a Klamath County Youth Sports Complex, Inc.

By: _____
Name: David P. Steen
Title: President
Date: _____

By: 
Name: Jeffrey S. Bradford
Title: Treasurer
Date: 12/18/09


Unison: 
By: _____
Name: James R. Holmes
Title: Authorized Signatory
Date: December 17, 2009

EXHIBIT C

EXISTING AGREEMENTS

Site Owner assigns and transfers to Unison, as of the effective date herein, all of its right, title and interest in, to and under any existing lease agreements, and any amendments, transfers, modifications and/or assignments thereof, affecting any portion of the Property leased by Site Owner under any Existing Agreements, including, without limitation, the following:

- I. The Site Ground Lease Agreement dated June 17, 2003, by and between Washington Oregon Wireless Properties, LLC, as lessee and Klamath Community Youth Sports Complex, Inc., as lessor, as disclosed by the Memorandum of Agreement dated June 17, 2003 and recorded on August 4, 2003 in Deed Book M03, Page 55293.

Read, Agreed and Approved:

Site Owner:

Klamath Community Youth Sports Complex, Inc.,
a/k/a Klamath County Youth Sports Complex, Inc.

By: 

Name: David P. Steen

Title: President

Date: 12/18/09

By: 

Name: Jeffrey S. Bradford

Title: Treasurer

Date: 12/18/09

Unison:

By: 

Name: James R. Holmes

Title: Authorized Signatory

Date: December 17, 2009

EXHIBIT C

EXISTING AGREEMENTS

Site Owner assigns and transfers to Unison, as of the effective date herein, all of its right, title and interest in, to and under any existing lease agreements, and any amendments, transfers, modifications and/or assignments thereof, affecting any portion of the Property leased by Site Owner under any Existing Agreements, including, without limitation, the following:

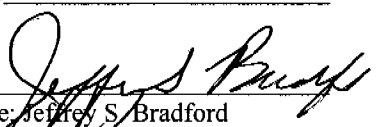
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Read, Agreed and Approved:

Site Owner:

Klamath Community Youth Sports Complex, Inc.,
a/k/a Klamath County Youth Sports Complex, Inc.

By: _____
Name: David P. Steen
Title: President
Date: _____

By: 
Name: Jeffrey S. Bradford
Title: Treasurer
Date: 12/18/09

Unison:

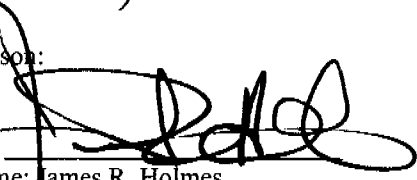

By: _____
Name: James R. Holmes
Title: Authorized Signatory
Date: December 17, 2009

EXHIBIT D

TITLE ENCUMBRANCES

NONE