

2010-011469

Klamath County, Oregon



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Richard J. Busch
Busch Law Firm PLLC
25025 SE Klahanie Blvd.
F203
Issaquah, WA 98029

MEMORANDUM OF LEASE

Grantor: **Juanita S. Goode, Trustee of the Juanita S. Goode Trust**
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: KF47 Site Name: Klamath Falls
Railroad Hill
State: Oregon County: Klamath

This Memorandum of Lease is entered into on this 22nd day of Oct., 2009, by and between **Juanita S. Goode, Trustee of the Juanita S. Goode Trust** having a mailing address of **6422 Hilyard Avenue, Klamath Falls, OR 97603** (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 6100 Atlantic Boulevard, Norcross, GA 30071 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") on the 22 day of Oct., 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"

Juanita S. Goode, Trustee of the Juanita S. Goode Trust

By: Juanita S. Goode

Print Name: Juanita S. Goode

Its: Trustee

Date: 10/12/09

"TENANT"

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

By: AT&T Mobility Corporation

Its: Manager

By: Roy Willy

Roy Willy

Project Manager

Date: 10-22-09

Prepared by:

Josh Hawes

Ryka Communications

10015 Lake City Way NE, Suite #227

Seattle, WA 98125

-2/3 LEASE

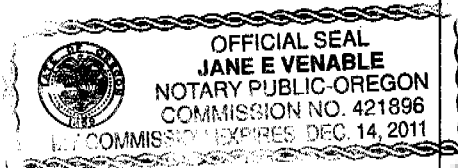
LANDLORD ACKNOWLEDGMENT

REPRESENTATIVE CAPACITY

STATE OF OREGON)
COUNTY OF Klamath) SS.

This instrument was acknowledged before me on Oct. 12, 2009 by Juanita S. Goode, as Trustee of the Juanita S. Goode Trust.

DATED: Oct 12, 2009.

Notary Seal	
	<u>Jane E Venable</u> (Signature of Notary) (Legibly Print or Stamp Name of Notary) Notary Public in and for the State of Oregon My appointment expires: <u>12/14/2011</u>

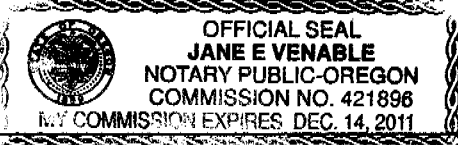
TENANT ACKNOWLEDGMENT

REPRESENTATIVE CAPACITY

STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

This instrument was acknowledged before me on Oct. 22nd, 2009 by Roy Willy as Project Manager of New Cingular Wireless PCS, LLC.

DATED: Oct. 22nd.

Notary Seal	
	<u>Jane E Venable</u> (Signature of Notary) (Legibly Print or Stamp Name of Notary) Notary Public in and for the State of Oregon My appointment expires: <u>12/14/2011</u>

-3/3 LEASE

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 2

to the Memorandum of Lease dated Oct 22, 2009, by and between **Juanita S. Goode, Trustee of the Juanita S. Goode Trust**, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

Landlord owns certain property with an address of **1841 Southside Express Way, Klamath Falls, OR 97603** hereinafter identified as the "Property."

PARCEL A:

Parcel 2 of Land Partition 10-03, being a parcel of land situated in SE1/4 of Section 9, Township 39 South, Range 9 East of the Willamette Meridian, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL B:

The S1/2 of the SW1/4 of the SE1/4 and the SW1/4 of the SE1/4 of the SE1/4 of Section 9, Township 39 South, Range 9 East, Willamette Meridian, Klamath County, Oregon;

EXCEPTING THEREFROM the following tract conveyed to Oregon Water Corporation by Deed recorded January 30, 1955 in Volume 280, Page 492, Deed Records, being a parcel of land in the SW1/4 of the SE1/4 of the SE1/4 of said Section 9, Township 39 South, Range 9 East, Willamette Meridian, described as follows:

Beginning at a Point "A" which is the Northwest corner of said government subdivision; thence East 351.13 feet to Point "B"; thence South 360.48 feet to Point "C" which lies in an existing fence line; thence North 79° 07' West 357.56 feet along the existing fence line to Point "D"; thence North 292.97 feet to Point "A", the point of beginning.

TOGETHER WITH a Road Easement recorded December 16, 2003, in Volume M03, page 91504, and recorded January 15, 2004 in Volume M04, page 02806, all in Microfilm Records of Klamath County, Oregon, and more particularly described as follows:

A strip of land situated in the NE1/4 SW1/4 of Section 9, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, for the purpose of access to Parcel 2 of Land Partition 10-03 as recorded at the office of the Klamath County Clerk. Strip of land is to be 60 feet in width lying 30 feet on each side of the following described line:

Beginning at a point on the Easterly right of way line of Tingley Lane (formerly Manzanita Way), said point bears North 46° 24' 23" East, 2856.09 feet from a Klamath County brass cap marking the Southwest corner of said Section 9; thence South 70° 19' 42" East, 140.00 feet; thence South 19° 40' 18" West and parallel with said Easterly right of way, 155.44 feet to a point on the Northerly right of way line of Cedar Drive as dedicated to the public on Ewauna Park Subdivision, as recorded at the office of the Klamath County Clerk. Said point being the point of terminus which bears North 15° 51' 00" West, 1838.87 feet from the S1/4 corner of said Section 9. The side lines of said 60 foot easement are to be extended or shortened to meet at angle points and to terminate at the Easterly right of way of Tingley Lane and the Northerly right of way of Cedar Drive.

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 2 of 2

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

