

2011-007601

Klamath County, Oregon



06/24/2011 09:27:57 AM

Fee: \$52.00

Prepared by, and after recording

Return to:

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

Grantor: Columbia Community Bank Corporation
Grantee: New Cingular Wireless PCS, LLC, a Delaware limited liability company
Legal Description: Legal description attached as Schedule 1
Assessor's Tax Parcel ID #: _____
True Consideration Paid: Does not apply Tax Mailing Address: No change.
Cell Site #: KF11 Fixed Asset #: 10131248
Cell Site Name: Moore Hill
State: Oregon County: Klamath

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into, effective on the latest signature date below, by and between Columbia Community Bank Corporation, an Oregon corporation, having a mailing address of 314 E. Main Street, Suite A, P. O. Box 725, Hillsboro, OR 97123 (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 Land Lease Agreement ("Agreement") on the 28th day of May, 2011, 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 seven (7) 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 **Schedule 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 written below.

LANDLORD:

Columbia Community Bank Corporation

By: [Signature]
Print Name: Fred S. Johnson
Its: EVP
Date: 5-21-11

TENANT:

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

By: AT&T Mobility Corporation
Its: Manager

By: [Signature]
Print Name: Roy J. Willy
Its: Sr. Project Manager
Date: 5-23-11

STATE OF OREGON)

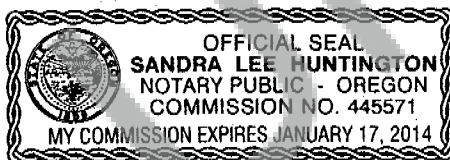
COUNTY OF Washington)

SS.

This instrument was acknowledged before me on May 31, 2011 by Fred Johnson as EVP of Columbia Community Bank Corporation.

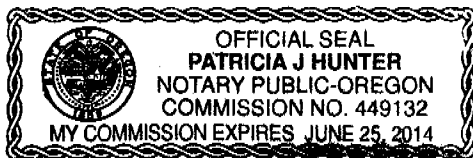
[Signature]
(Signature of Notary)

Sandra Lee Huntington
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Oregon
My Commission expires: 1/17/14



STATE OF OREGON)
) SS.
COUNTY OF DESCHUTES)

This instrument was acknowledged before me on May 23, 2011 by Roy J. Willy as Sr. Project Manager of AT&T Mobility Corporation.



Patricia J. Hunter
(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Oregon
My Commission expires: 6-25-14

Schedule 1

LEGAL DESCRIPTION OF PREMISES

(See attached legal description of Premises)

Commencing at the Monumented Northeast Corner of Section 38, Township 28 south Range 8 East of the Willamette Meridian, in Klamath County, Oregon

Thence South $14^{\circ} 52' 21''$ west, 1972.66 feet to the true point of beginning:

Thence South $32^{\circ} 34' 00''$ East 75.00 feet

Thence South $57^{\circ} 26' 00''$ West, 75.00 feet

Thence North $32^{\circ} 34' 00''$ West 75.00 feet

Thence North $57^{\circ} 26' 00''$ East, 75.00 feet

Unofficial
Copy

Schedule A

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