

2015-010118

Klamath County, Oregon



00175843201500101180060066

09/14/2015 08:16:51 AM

Fee: \$67.00

After recording return to:  
Linear Title & Closing  
127 John Clark Rd.  
Middletown, RI 02842

Prepared by and Return to:

American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management/Christopher Flammer, Esq.  
ATC Site No: 415448  
ATC Site Name: KLF Bonanza, OR  
Assessor's Parcel No(s): R793172

State of Oregon  
County of Klamath

**MEMORANDUM OF LEASE**

This Memorandum of Lease (the "**Memorandum**") is entered into on the 28 day of August 2015 by and between Hammerich, Inc., an Oregon corporation ("**Landlord**") and Verizon Wireless (VAW) LLC ("**Tenant**").

**NOTICE** is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated March 1, 2006 (as the same may have been amended, renewed, extended, restated, and/or modified from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant entered into that certain Management Agreement dated March 27, 2015 and that certain Master Prepaid Lease dated March 27, 2015, both with American Tower Corporation ("**American Tower**") and other parties identified therein whereby American Tower manages or subleases the Leased Premises from Tenant
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be August 31, 2061. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's

ATC Site No: 415448  
VZW Site No: 174946  
Site Name: KLF Bonanza, OR

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request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

5. **Right of First Refusal.** There is a right of first refusal in the Lease.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 28989 Casebeer Road, Bonanza, OR 97625, To Tenant at: Verizon Wireless (VAW) LLC, 180 Washington Valley Road, Bedminster, NJ 07921, Attn. Network Real Estate; and also with copy to: American Tower, Attn: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES FOLLOW ON NEXT PAGE]

ATC Site No: 415448  
VZW Site No: 174946  
Site Name: KLF Bonanza, OR

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day first above written.

**LANDLORD**

**2 WITNESSES**

Hammerich, Inc.  
an Oregon corporation

Signature: [Signature]  
Print Name: WALTER HAMMERICH  
Title: Pres  
Date: 6-15-15

Signature: [Signature]  
Print Name: Tina Young  
Signature: [Signature]  
Print Name: Garry Young

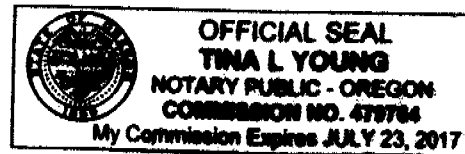
**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of OREGON  
County of Klamath

On this 15 day of June, 2015, before me, the undersigned Notary Public, personally appeared Walter P. Hammerich, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
Notary Public  
Print Name: Tina Young  
My commission expires: 7-23-17



[SEAL]

[SIGNATURES CONTINUE ON NEXT PAGE]

ATC Site No: 415448  
VZW Site No: 174946  
Site Name: KLF Bonanza, OR

**TENANT**

**WITNESS**

**Verizon Wireless (VAW) LLC**

By: ATC Sequoia LLC,  
a Delaware limited liability company

Title: Attorney-in-Fact

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Edward P. Maggio, Jr.

Date: Senior Counsel, US Tower

8/28/15

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

Commonwealth of Massachusetts

County of Middlesex

On this 28<sup>th</sup> day of August, 2015, before me, the undersigned Notary Public, personally appeared Edward P. Maggio, Jr., who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Nicole C. Montgomery  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: 4/22/2016

[SEAL]



**NICOLE C. MONTGOMERY**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
April 22, 2016

ATC Site No: 415448  
VZW Site No: 174946  
Site Name: KLF Bonanza, OR

## **EXHIBIT A**

*This Exhibit A may be replaced at Tenant's option as described below*

### **PARENT PARCEL**

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Being situated in the County of Klamath, State of Oregon, and being known as  
Klamath County APN: R793172.

**Lots 2, 3, 4 and SW ¼ NE ¼ , S ½ NW ¼, SW ¼ and W ½ SE ¼ of Section 4;**

**being in Township 39 south, Range 11 East of the Willamette Meridian, Klamath County, Oregon.**

### **LEASED PREMISES**

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A TRACT OF LAND LOCATED IN THE W1/2 OF THE SE 1/4 OF SECTION 4, TOWNSHIP 39 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, WITH ALL OF THE BEARINGS HEREIN BASED UPON THOSE SHOWN ON THE MAP ENTITLED "MAP OF SURVEY FOR WALT HAMMERICH", FILED IN THE OFFICE OF THE KLAMATH COUNTY SURVEYOR ON MARCH 8, 2004, IF ROTATED 00°10'57" COUNTERCLOCKWISE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE S1/4 CORNER OF SAID SECTION 4, BEING MARKED ON THE GROUND BY A 2 1/2 INCH ALUMINUM CAP, FOUND IN PLACE; THENCE N33°46'18"E, A DISTANCE OF 1768.50 FEET, TO THE POINT OF BEGINNING; THENCE N58°39'44"E, A DISTANCE OF 60.00 FEET; THENCE S31°20'16"E, A DISTANCE OF 60.00 FEET; THENCE S58°39'44"W, A DISTANCE OF 60.00 FEET; THENCE N31°20'16"W, A DISTANCE OF 60.00 FEET, TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 3,600 SQ.FT. OR 0.083 ACRES, MORE OR LESS.

ATC Site No: 415448  
VZW Site No: 174946  
Site Name: KLF Bonanza, OR

## EXHIBIT A (Continued)

### ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

AN EASEMENT LOCATED IN THE W1/2 OF THE SE 1/4 OF SECTION 4 AND THE W1/2 OF THE NE 1/4 OF SECTION 9, TOWNSHIP 39 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, WITH ALL OF THE BEARINGS HEREIN BASED UPON THOSE SHOWN ON THE MAP ENTITLED "MAP OF SURVEY FOR WALT HAMMERICH", FILED IN THE OFFICE OF THE KLAMATH COUNTY SURVEYOR ON MARCH 8, 2004, IF ROTATED 00°10'57" COUNTERCLOCKWISE, BEING 15' ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE S1/4 CORNER OF SAID SECTION 4, BEING MARKED ON THE GROUND BY A 2 1/2 INCH ALUMINUM CAP, FOUND IN PLACE; THENCE N33°46'18"E, A DISTANCE OF 1768.50 FEET; THENCE N58°39'44"E, A DISTANCE OF 30.00 FEET, TO THE POINT OF BEGINNING, THE SIDELINES OF SAID EASEMENT TO BE SHORTENED OR LENGTHENED TO BEGIN AT THE NORTHWESTERLY LINE OF THE LEASE AREA; THENCE N56°17'12"W, A DISTANCE OF 48.84 FEET; THENCE S84°14'18"W, A DISTANCE OF 48.14 FEET; THENCE S33°42'48"W, A DISTANCE OF 43.96 FEET; THENCE 82.51 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 160.00 FEET, A DELTA OF 29°32'48", AND A CHORD OF 81.60 FEET THAT BEARS S18°56'24"W; THENCE 144.26 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 400.00 FEET, A DELTA OF 20°39'47", AND A CHORD OF 143.48 FEET THAT BEARS S14°29'53"W; THENCE S24°49'47"W, A DISTANCE OF 93.72 FEET; THENCE 86.05 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 225.00 FEET, A DELTA OF 21°54'41", AND A CHORD OF 85.52 FEET THAT BEARS S13°52'26"W; THENCE S02°55'05"W, A DISTANCE OF 286.92 FEET; THENCE 82.59 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 190.00 FEET, A DELTA OF 24°54'25", AND A CHORD OF 81.95 FEET THAT BEARS S15°22'18"W; THENCE S27°49'31"W, A DISTANCE OF 76.88 FEET; THENCE 162.75 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 480.00 FEET, A DELTA OF 19°25'35", AND A CHORD OF 161.97 FEET THAT BEARS S18°06'43"W; THENCE 116.80 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1300.00 FEET, A DELTA OF 5°08'52", AND A CHORD OF 116.76 FEET THAT BEARS S10°58'22"W; THENCE S13°32'48"W, A DISTANCE OF 335.47 FEET; THENCE 86.18 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 125.00 FEET, A DELTA OF 39°30'10", AND A CHORD OF 84.49 FEET THAT BEARS S06°12'17"E; THENCE 166.04 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 265.00 FEET, A DELTA OF 35°34'01", AND A CHORD OF 163.34 FEET THAT BEARS S08°00'22"E; THENCE S09°56'38"W, A DISTANCE OF 202.85 FEET; THENCE 147.15 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 600.00 FEET, A DELTA OF 14°03'08", AND A CHORD OF 146.78 FEET THAT BEARS S02°55'04"W; THENCE 58.93 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 850.00 FEET, A DELTA OF 3°58'21", AND A CHORD OF 58.92 FEET THAT BEARS S02°07'19"E; THENCE S00°08'08"E, A DISTANCE OF 483.11 FEET; THENCE 182.89 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 600.00 FEET, A DELTA OF 17°27'54", AND A CHORD OF 182.19 FEET THAT BEARS S08°35'49"W; THENCE 64.63 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 180.00 FEET, A DELTA OF 20°34'25", AND A CHORD OF 64.29 FEET THAT BEARS S07°02'33"; THENCE 182.90 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1250.00 FEET, A DELTA OF 8°23'01", AND A CHORD OF 182.74 FEET THAT BEARS S00°56'51"W; THENCE S05°08'21"W, A DISTANCE OF 514.14 FEET; THENCE 123.82 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 375.00 FEET, A DELTA OF 18°55'08", AND A CHORD OF 123.26 FEET THAT BEARS S14°35'55"W; THENCE 210.37 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 550.00 FEET, A DELTA OF 21°54'56", AND A CHORD OF 209.09 FEET THAT BEARS S13°06'01"W; THENCE S02°08'33"W, A DISTANCE OF 386.17 FEET; THENCE 91.13 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 211.70 FEET, A DELTA OF 24°39'46", AND A CHORD OF 90.42 FEET THAT BEARS S14°28'26"W, TO A POINT ON THE CENTERLINE OF OREGON HIGHWAY NO. 70 AND THE POINT OF TERMINUS.

SAID EASEMENT CONTAINS 135,277 SQ.FT. OR 3.106 ACRES, MORE OR LESS.

ATC Site No: 415448  
VZW Site No: 174946  
Site Name: KLF Bonanza, OR