# 2015-010473

Klamath County, Oregon 09/22/2015 12:52:08 PM

Fee: \$127.00

**RECORDING COVER SHEET (Please Print or Type)** this cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

	A ' // IN
AFTER RECORDING RETURN TO:	
Anthony V. Rosa, Esq./Land Mgmt.	
ATC Sequoia LLC	THIS SPACE RESERVED FOR USE BY
10 Presidential Way	THE COUNTY RECORDING OFFICE
Woburn, MA 01801	
SEND TAX STATEMENTS TO:	
	· .
TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)	
Memorandum of Lease	
DIRECT PARTY(S) (i.e., DEEDS: Seller/Grantor; MORTGAGES:	Borrower/Grantor: LIENS: Creditor/Plaintiff)
ORS 205.125(1) (b) and 205.160	softwerf drantor, acres, creator/i tallitilli,
Verizon Wireless (VAW) LLC, a Delaware lim	ited liability company, d/b/a Verizon
Wireless	
INDIRECT PARTY(S) (i.e., DEEDS: Buyer/Grantee; MORTGAGE	ES: Beneficiary/Lender; LIENS: Debtor/Defendant)
ORS 205.125(1) (a) and 205.160 ATC Sequoia LLC, a Delaware limited liability co	oronany
ATO Cequoia ELO, a Delaware inflitted liability co	эпрапу
TRUE AND ACTUAL CONSIDERATION— (Amount in dollars or	other) ORS 93.030(5)
\$	
JUDGMENT AMOUNT- (obligation imposed by the order o	r warrant) ORS 205.125(1) (c)
\$	
Making transport and the second of the	
If this instrument is being Re-Recorded, complete the follo	wing statement, in accordance with
ORS 205.244:	
"RERECORDED AT THE REQUEST OFTO CORRECT	
10 CORRECT	
PREVIOUSLY RECORDED IN BOOK/PAGE/FEE NUMBER	

Space Above Line Reserved For Recorder's Use

## Prepared by & Return to:

Anthony V. Rosa, Esq. /Land Management ATC Sequoia LLC 10 Presidential Way Woburn, MA 01801

Tax Lot # R-2310-018CO-00100-000

## MEMORANDUM OF LEASE

This Memorandum of Lease (this "Memorandum") is entered into on this 25 day of Septendel, 2015 by and between Verizon Wireless (VAW) LLC, a Delaware limited liability company, d/b/a Verizon Wireless, with an office at c/o Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey (hereinafter referred to as "LESSOR"), and ATC Sequoia LLC, a Delaware limited liability company, with an office at 10 Presidential Way, Woburn, MA (hereinafter referred to as "LESSEE").

1. LESSOR, LESSEE, Verizon Communications Inc., a Delaware corporation, as guarantor, and the other Verizon Lessors entered into a Master Prepaid Lease ("MPL") with an effective date of March 27, 2015, for the purpose of LESSEE

managing, operating and maintaining the site legally described in Attachment 1 annexed hereto (the "Site"). All of the foregoing is set forth in the MPL.

- 2. The term of the MPL as to the Site commences on March 27, 2015 and ends on March 26, 2046, unless earlier terminated in accordance with the MPL.
- 3. LESSOR has granted LESSEE a limited power of attorney (the "Limited Power of Attorney"), to, among other things, prepare, negotiate, execute, deliver, record and/or file documents on behalf of LESSOR, all as more particularly described in the Limited Power of Attorney, a copy of which is attached hereto as Attachment 2 and incorporated herein by this reference.

Capitalized terms used and not defined herein have the respective meanings ascribed to them in the MPL.

This Memorandum may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

The duplicate original copies of the MPL are held at LESSOR'S and LESSEE'S addresses set forth above.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Lease as of the day and year first above written.

LESSOR:	LESSEE:	
By ATC Sequoia LLC	ATC Sequoia LLC	
As Attorney in Fact for		
Verizon Wireless (VAW) LLC		
d/b/a Verizon Wireless		
Ву:	By:	
Shawn Lanier	Edward P. Maggio, Jr.	
Title: Vice President, Legal, US Tower	Title: Senior Counsel, US Tower	
Date: 9-10-2015	Date: 9101	
WITNESSES:	WITNESSES:	
By: My My My (Signature)	By: Aum Milmy (Signature)	
Leanne Myarmy (Print)	Leanne Milamy (Print)	
By: Gotten mohn	By: John Mahn	
(Signature)	(Signature)	
Jonathan Meldarly	Jonathan Meldaris	
(Print)	(Print)	

COMMONWEALTH OF MAS	SACHUSETTS )	
COUNTY OF MIDDLESEX	) ss. )	
Sequoia LLC as attorney in fact satisfactory evidence of identifi	the onally appeared Shawn Lanier, Vice President, Legal of ATC for Verizon Wireless (VAW) LLC proved to me through cation, which was personal knowledge, to be the person whose or attached document, and acknowledged to me that he signed ose.	it
Dated: <u>9//0//5</u>		
JOHN FASANELLO  Notary Public  Commonwealth of Massochusetts My Commission Expires April 15, 2022	Notary Public Print Name  John Fasanello  My commission expires  4/15/27	

(Use this space for notary stamp/seal)

COMMONWEALTH OF MASSACHUSETTS )	
) ss.	
COUNTY OF MIDDLESEX )	
On this 15 of Sept., 2015, before me, John Fasarello the undersigned notary public, personally appeared Edward P. Maggio, Jr., Senior Counsel of A' Sequoia LLC proved to me through satisfactory evidence of identification, which was person knowledge, to be the person whose name is signed on the preceding or attached document, a acknowledged to me that he signed it as voluntarily for its stated purpose.	nal
Dated: 9/15/15	ļ.
JOHN FASANELLO Notary Public Print Name My Commonwealth of Massochusetts  My Commission Expires April 15, 2022  Notary Public Print Name My commission expires  4//5/27	

(Use this space for notary stamp/seal)

-5-

ATC Site Number: 414151 VZW Site Number: 160950

# MEMORANDUM OF LEASE ATTACHMENT 1 LEGAL DESCRIPTION OF LAND

The Lease Area is approximately 6,400 square feet, more or less, and located within the following described property:

That portion of the NE 1/4 of the SW 1/4 of Section 18, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, lying Southeasterly of the Dalles-California Highway U.S. 97 AND

That portion of the SE 1/4 of the SW 1/4 and Government Lot 4 in Section 18, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, lying Southeasterly of the Dalles-California Highway U.S. 97.

Tax Lot # R-2310-018CO-00100-000

For reference see Memorandum of Lease Agreement recorded on 3/2/2007 as Document# 2007-003549.

# MEMORANDUM OF LEASE ATTACHMENT 2 LIMITED POWER OF ATTORNEY

[Limited Power of Attorney to follow]



# Attachment 2 (Exhibit B) LIMITED POWER OF ATTORNEY

March 27, 2015

KNOW ALL PERSONS BY THESE PRESENTS THAT each of the Persons identified on Schedule A attached hereto as a Verizon Company (collectively, the "Companies" and each, a "Company"), does hereby grant ATC Sequoia LLC, a Delaware limited liability company ("Tower Operator"), this Limited Power of Attorney and does hereby make, constitute and appoint Tower Operator, acting through any of its designated officers and agents, as its true and lawful attorney-in-fact, for it and in its name, place and stead

- (i) to prepare, review, negotiate, execute, purchase, take assignment of, deliver, record, and/or file:
- any waiver, amendment, extension or renewal of and/or to any Ground Lease, any new Ground Lease, any non-disturbance agreement and any other agreement reasonably required to effectuate the extension of the term of possession of any Ground Lease (which may include adding or modifying other terms and provisions of such agreements that Tower Operator, in its reasonable business judgment, determines are desirable or necessary) or any other document relating to or evidencing any Ground Lease or new Ground Lease required for Tower Operator's operation of a Site, that (A) Tower Operator determines in good faith is on commercially reasonable terms, (B) is of a nature and on terms to which Tower Operator would agree (in light of the circumstances and conditions that exist at such time) in the normal course of business if it were the direct lessee under the related Ground Lease rather than a sublessee thereof pursuant to this Agreement, and (C) does not reduce the rights of any Company or Affiliate thereof with respect to the Site or its use of the Site or impose additional obligations on any Company or Affiliate thereof;
- any waiver, amendment, modification, extension or renewal of any Collocation Agreement, any new site supplement or site sublease or any other document relating to any Collocation Agreement; or
- any other document contemplated and permitted by the Master Prepaid Lease or the Management Agreement or necessary to give effect to the intent of the Master Prepaid Lease or the Management Agreement or the transactions contemplated by the Master Prepaid Lease, the Management Agreement or the other Transaction Documents referred to in the Master Prepaid Lease.
- (ii) to prepare, negotiate, execute, deliver and/or submit any applications or requests for Governmental Approvals, including, without limitation with respect to Zoning Laws, related to operating the site or to support the needs of a Tower Subtenant.

All parties dealing with Tower Operator, in its capacity as attorney-in-fact hereunder, in connection with the undersigned parties' affairs as described herein, may fully rely upon the power and authority of Tower Operator, in its capacity as attorney-in-fact hereunder, to act for

the undersigned and on the undersigned parties' behalf and in the undersigned parties' names, and may accept and rely upon the documents and agreements entered into, executed, sent, delivered, recorded, and/or filed by Tower Operator, in its capacity as attorney-in-fact hereunder.

For purposes of this Limited Power of Attorney, the following capitalized terms shall have the following meanings:

"Available Space" means, as to any wireless communications site, the portion of the communications towers or other support structures on the wireless communications sites from time to time and the tracts, pieces or parcels of land constituting such wireless communications site, together with all easements, rights of way and other rights appurtenant thereto not constituting certain space occupied by the Companies that is available for lease to or collocation by any Tower Subtenant and all rights appurtenant to such portion, space or area.

"Collocation Agreement" shall mean an agreement, including master leases, between any Company or Tower Operator, on the one hand, and a third party, on the other hand, pursuant to which such Company or Tower Operator, as applicable, rents or licenses to such third party space at any wireless communications site (including space on a communications tower), including all amendments, modifications, supplements, assignments, guaranties, side letters and other documents related thereto.

"Governmental Approvals" means all licenses, permits, franchises, certifications, waivers, variances, registrations, consents, approvals, qualifications, determinations and other authorizations to, from or with any Governmental Authority.

"Governmental Authority" means, with respect to the Companies or any wireless communications site, any foreign, domestic, federal, territorial, state, tribal or local governmental authority, administrative body, quasi-governmental authority, court, government or self-regulatory organization, commission, board, administrative hearing body, arbitration panel, tribunal or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing, in each case having jurisdiction over the Companies or any in any wireless communications site.

"Ground Lease" shall mean the ground lease, sublease, easement, license or other agreement or document pursuant to which any Company holds a leasehold or subleasehold interest, leasehold or subleasehold estate, easement, license, sublicense or other interest in any wireless communications site, together with any extensions of the term thereof (whether by exercise of any right or option contained therein or by execution of a new ground lease or other instrument providing for the use of such wireless communications site), and including all amendments, modifications, supplements, assignments, guarantees, side letters and other documents related thereto.

"Law" means any federal, state or local law, statute, common law, rule, code, regulation, ordinance or administrative, judicial, or regulatory injunction, order, decree, judgment, sanction, award or writ of any nature of, or issued by, any Governmental Authority.

EAST\97665964.1 -2-

"Management Agreement" shall mean the Management Agreement dated as of March 27, 2015, among Tower Operator, the Companies party thereto and the other parties thereto.

"Master Prepaid Lease" shall mean the Master Prepaid Lease dated as of March 27, 2015, among the Companies party thereto, Verizon Communications Inc., a Delaware corporation, as guarantor, and Tower Operator and the other parties thereto.

"Tower Subtenant" means, as to any wireless communications site, any individual, corporation, limited liability company, partnership, association, trust or any other entity or organization (other than the Companies) that (i) is a "sublessee", "licensee" or "sublicensee" under any Collocation Agreement affecting the right to use the Available Space at such wireless communications site (prior to the effective date of the Master Prepaid Lease); or (ii) subleases, licenses, sublicenses or otherwise acquires from Tower Operator the right to use Available Space at such wireless communications site (from and after the effective date of the Master Prepaid Lease).

"Transaction Documents" means, Memorandum of Agreements, the Master Agreement, the Master Lease Agreement, the Sale Site MLA, the Collateral Agreements and all other documents to be executed by the parties in connection with the consummation of transactions contemplated by the Master Agreement, the Master Lease Agreement, the Sale Site MLA and this Agreement.

"Zoning Laws" means any zoning, land use or similar Laws, including Laws relating to the use or occupancy of any communications towers or property, building codes, development orders, zoning ordinances, historic preservation laws and land use regulations.

Tower Operator hereby agrees to use this Limited Power of Attorney in accordance with and subject to the terms and conditions of the Master Prepaid Lease and the Management Agreement, acknowledges that this Limited Power of Attorney only applies to those wireless communications sites subject to such agreements, agrees that this Limited Power of Attorney is subject to the indemnification provisions of Section 4(b)(v) of the Master Prepaid Lease, and understands and agrees that this Limited Power of Attorney may be revoked and terminated in accordance with Sections 4(b)(iv), 5(d) or 6(c) of the Master Prepaid Lease. The parties acknowledge and agree that, unless earlier revoked and terminated in accordance with such provisions of the Master Prepaid Lease, this Limited Power of Attorney with respect to any particular site shall expire at the end of the term for the applicable wireless communications site as set forth in Section 9(a) of the Master Prepaid Lease.

Each of the Companies hereby acknowledges and agrees that Tower Operator may derive benefit, either directly or indirectly, tangible or intangible, or for full or nominal consideration, from or in connection with the amendments and the closing of the same and hereby expressly agrees that nothing contained in this Limited Power of Attorney instrument shall prohibit or be construed or deemed to prohibit the derivation of such benefit by Tower Operator.

EAST\97665964.1 -3-

This Limited Power of Attorney may not be used by Tower Operator to execute on behalf of any Company any of the following:

- any document that provides for the acquisition of a fee simple interest in real property or the purchase of assets by Tower Operator in the name of such Company or any of its affiliates;
- any document that provides for the incurrence of indebtedness for borrowed money in the name of, of any guarantee by, such Company or any of its affiliates, or purports to grant any mortgage, pledge or other security interest on the interest of such Company or any of its affiliates;
- any document that is between or among Tower Operator or any of its affiliates, on the
  one hand, and such Company or any of its affiliates, on the other hand; provided that
  powers of attorney used for recording, in each County and State, all memoranda of lease,
  sublease and management agreements contemplated by the Master Prepaid Lease or any
  other Transaction Document referred to in the Master Prepaid Lease shall be excluded
  from this exception;
- any document that would permit a party to (i) interfere with any Company's or any Company's affiliates' operations or communications equipment at a Site or (ii) interfere with or cause a cessation of any Company's or any Company's affiliates' services at a Site:
- any document the execution or entering in of which is not expressly authorized by the terms of this Limited Power of Attorney; or
- any document that settles or compromises any dispute unrelated to a Ground Lease or any dispute between Tower Operator and any Company or its affiliates related to a Ground Lease.

Each of the Companies and Tower Operator hereby acknowledge and agree that this Limited Power of Attorney may be executed in several 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, even though Companies and Tower Operator are not signatories to the original or the same counterpart. Companies and Tower Operator agree that a photocopy or otherwise electronically reproduction of this Limited Power of Attorney may be relied upon by a third party as an original.

[Signature Page Follows]

EAST\97665964.1 -4-

IN WITNESS WHEREOF, each party has caused its name to be subscribed hereto by its duly authorized officer this in day of the day. 2015.

WITNESSES:		COMPANIES:		
Name: Margare  Cawla  Name: CARC	Told DC A- TODD	ON BEHALF OF EACH LISTED ON SCHEDULE A By:		
STATE OF NEW J	ERSEY	) ) ss.:		
COUNTY OF SOM	IERSET		A.	
Be it remembered that on the				
(a) he is the Authorized Signatory of the entities named as Companies in the attached instrument, as set forth on Schedule A to said instrument;				
(b) he is	b) he is authorized to execute the attached instrument on behalf of the Companies;			
(c) he ex	(c) he executed the attached instrument on behalf of and as the act of the Companies; and			
	ttached instrument was s orized and voluntary act.	igned and made by the Comp	panies as each of their duly	
Witness my hand an	nd official seal.			
[NOTARIAL SEA]	L]	Notary  My Commission Expires:	LUANNE DE ROSE NOTARY PUBLIC OF NEW JERSEY My Commission Expires 4/12/2016	

IN WITNESS WHEREOF, each party has caused its name to be subscribed hereto by its duly authorized officer this 22 day of 2 02 2015.

WITNESSES:

TOWER OPERATOR:

Name: Edmund DiSanto

Title: Executive Vice President, General Counsel &

Chief Administrative Officer

COMMONWEALTH OF MASSACHUSETTS

**COUNTY OF SUFFOLK** 

Be it remembered that on the 22 day of Upral, 2015, before me, the undersigned Notary Public, personally appeared Edmund DiSanto, personally known to me (or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and this person acknowledged under oath, to my satisfaction that:

- he is the Executive Vice President, General Counsel & Chief Administrative (a) Officer of the entity authorized to sign on behalf of the entity named as Tower Operator in the attached instrument;
- (b) he is authorized to execute the attached instrument on behalf of the Tower Operator;
- he executed the attached instrument on behalf of and as the act of the Tower (c) Operator; and
- the attached instrument was signed and made by Tower Operator a duly (d) authorized and voluntary act.

Witness my hand and official seal.

[NOTARIAL SEAL]

My Commission Expires:  $\frac{50}{10}$ ,  $\frac{2020}{10}$ 

CHRISTINE M. BRENNAN Notary Public Commonwealth of Massachusetts My Commission Expires July 10, 2020

### Schedule A

#### **COMPANIES**

Allentown SMSA Limited Partnership Alltel Central Arkansas Cellular Limited Partnership

Alltel Communications of Arkansas RSA #12

Cellular Limited Partnership

Alltel Communications of LaCrosse Limited Partnership

Alltel Communications of Mississippi RSA #2, Inc.

Alltel Communications of North Carolina

Limited Partnership

Alltel Communications of Nebraska LLC

Alltel Communications of Saginaw MSA

Limited Partnership

Alltel Communications Southwest Holdings,

Inc.

Alltel Communications Wireless of Louisiana, Inc.

Alltel Communications Wireless, Inc.

Alltel Communications, LLC

Alltel Northern Arkansas RSA Limited

Partnership

Anderson CellTelCo

Athens Cellular, Inc.

Bell Atlantic Mobile of Massachusetts

Corporation, Ltd.

Bell Atlantic Mobile of Rochester, L.P.

Binghamton MSA Limited Partnership

Bismarck MSA Limited Partnership

California RSA No. 4 Limited Partnership

California RSA No. 3 Limited Partnership

Cellco Partnership

Cellular Inc. Network Corporation

Charleston-North Charleston MSA Limited

Partnership

Chicago SMSA Limited Partnership

Colorado 7-Saguache Limited Partnership

Colorado RSA No. 3 Limited Partnership

Dallas MTA, L.P.

Danville Cellular Telephone Company Limited

Partnership

Dubuque MSA Limited Partnership

Duluth MSA Limited Partnership

Fayetteville MSA Limited Partnership Fresno MSA Limited Partnership Gadsden CellTelCo Partnership Gila River Cellular General Partnership Gold Creek Cellular of Montana Limited Partnership GTE Mobilnet of California Limited Partnership GTE Mobilnet of Fort Wayne Limited Partnership GTE Mobilnet of Indiana Limited Partnership GTE Mobilnet of Indiana RSA #3 Limited Partnership GTE Mobilnet of Santa Barbara Limited Partnership GTE Mobilnet of South Texas Limited Partnership GTE Mobilnet of Terre Haute Limited Partnership GTE Mobilnet of Texas RSA #17 Limited Partnership

GTE Wireless of the Midwest Incorporated GTE Mobilnet of Florence, Alabama Incorporated Idaho 6-Clark Limited Partnership

Idaho RSA No. 2 Limited Partnership
Idaho RSA 3 Limited Partnership
Illinois RSA 1 Limited Partnership
Illinois RSA 6 and 7 Limited Partnership
Illinois SMSA Limited Partnership
Indiana RSA 2 Limited Partnership
Iowa 8-Monona Limited Partnership
Iowa RSA No. 4 Limited Partnership

Iowa RSA 5 Limited Partnership
Jackson Cellular Telephone Co., Inc.
Kentucky RSA No. 1 Partnership
Lafayette Cellular Telephone Company

Los Angeles SMSA Limited Partnership Michigan RSA #9 Limited Partnership

Missouri RSA #15 Limited Partnership Missouri RSA 2 Limited Partnership

Missouri RSA 4 Limited Partnership

Modoc RSA Limited Partnership Muskegon Cellular Partnership

North Central RSA 2 of North Dakota Limited Partnership

New Hampshire RSA 2 Partnership

New Mexico RSA 3 Limited Partnership

New Mexico RSA No. 5 Limited Partnership

New Mexico RSA 6-I Partnership

New Par

New York RSA No. 3 Cellular Partnership

New York SMSA Limited Partnership

North Dakota RSA No. 3 Limited Partnership

North Dakota 5-Kidder Limited Partnership

Northeast Pennsylvania SMSA Limited

Partnership

Northern New Mexico Limited Partnership

Northwest Arkansas RSA Limited Partnership

Northwest Dakota Cellular of North Dakota

Limited Partnership

NYNEX Mobile Limited Partnership 1

NYNEX Mobile Limited Partnership 2

NYNEX Mobile of New York, L.P.

Oklahoma RSA No. 4 South Partnership

Omaha Cellular Telephone Company

Orange County-Poughkeepsie Limited

Partnership

Pascagoula Cellular Partnership

Pennsylvania RSA 1 Limited Partnership

Pennsylvania 3 Sector 2 Limited Partnership

Pennsylvania 4 Sector 2 Limited Partnership

Pennsylvania RSA No. 6 (I) Limited

Partnership

Pennsylvania RSA No. 6 (II) Limited

Partnership

Petersburg Cellular Partnership

Pittsburgh SMSA Limited Partnership

Pittsfield Cellular Telephone Company

Portland Cellular Partnership

Redding MSA Limited Partnership

Rockford MSA Limited Partnership

RSA 7 Limited Partnership

Rural Cellular Corporation

Sacramento-Valley Limited Partnership

San Antonio MTA, L.P.

San Isabel Cellular of Colorado Limited

Partnership

Seattle SMSA Limited Partnership

Sioux City MSA Limited Partnership

Southern Indiana RSA Limited Partnership

Southwestco Wireless, L.P.

Springfield Cellular Telephone Company

St. Joseph CellTelCo

Syracuse SMSA Limited Partnership

Texas RSA 7B2 Limited Partnership

Texas RSA #11B Limited Partnership

Topeka Cellular Telephone Company, Inc.

Tuscaloosa Cellular Partnership

Tyler/Longview/Marshall MSA Limited

Partnership

Upstate Cellular Network

Verizon Wireless (VAW) LLC

Verizon Wireless of the East LP

Vermont RSA Limited Partnership

Virginia 10 RSA Limited Partnership

Virginia RSA 2 Limited Partnership

Virginia RSA 5 Limited Partnership

Verizon Wireless Personal Communications

LP

Verizon Wireless Tennessee Partnership

Wasatch Utah RSA No. 2 Limited Partnership

Waterloo MSA Limited Partnership

Wisconsin RSA #1 Limited Partnership

Wisconsin RSA #2 Partnership

Wisconsin RSA #6 Partnership, LLP

Wisconsin RSA No. 8 Limited Partnership

WWC Texas RSA LLC

Wyoming 1-Park Limited Partnership