

2015-013755

Klamath County, Oregon

12/23/2015 02:10:13 PM

Fee: \$77.00

Prepared by and Return to:

American Tower

10 Presidential Way

Woburn, MA 01801

Attn: Land Management/John J. Sullivan, Esq.

ATC Site No: 414150

ATC Site Name: KLF Malin, OR

Assessor's Parcel No(s): R111587 (R-4112-02200-00500-000)

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the 10th day of November, 2015 by and between **Henry O'Keeffe and Patricia D. O'Keeffe, Trustees, O'Keeffe Family Trust ("Landlord")** and **Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("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 September 16, 2005 (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, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), whereby American Tower manages, operates and maintains the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney to, among other things, prepare, negotiate, execute, deliver, record and/or file documents on behalf of 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 July 31, 2057. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

ATC Site No: 414150

VZW Site No: 160949

Site Name: KLF Malin, OR

21997905

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 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: PO Box 286, Malin, OR 97632, 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.
10. **Trustee Authority.** The undersigned Trustee(s) of the **O'Keeffe Family Trust** (the "**Trust**") hereby certify(ies) as follows:
 - a. I/We am/are the sole Trustee(s) of the Trust;
 - b. The Trust has not been altered, amended or terminated and is in full force and effect;
 - c. No beneficiary of the Trust is a minor, mentally disable, or a corporation selling all or substantially all of its assets; and
 - d. All of the beneficiaries of the Trust have authorized the Trustee(s) to enter into the Amendment and execute this Memorandum.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

LANDLORD

2 WITNESSES

O'Keeffe Family Trust

Signature: Henry O'Keeffe
Print Name: Henry O'Keeffe
Title: Trustee
Date: 08-11-15

Signature: Justin Throne
Print Name: JUSTIN THRONE
Signature: Matthew T. Parks
Print Name: Matthew T. Parks

WITNESS AND ACKNOWLEDGEMENT

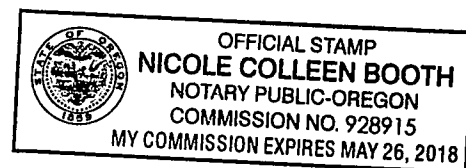
State/Commonwealth of OREGON

County of KLAMATH

On this 11 day of AUGUST, 2015, before me, the undersigned Notary Public, personally appeared Henry O'Keeffe, 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 Colleen Booth
Notary Public
Print Name: NICOLE COLLEEN BOOTH
My commission expires: 5/26/2018



[SEAL]

[SIGNATURES CONTINUE ON NEXT PAGE]

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

LANDLORD

2 WITNESSES

O'Keeffe Family Trust

Signature: Patricia D. O'Keeffe
Print Name: Patricia D. O'Keeffe
Title: Trustee
Date: 08-11-15

Signature: Justin Throne
Print Name: JUSTIN THRONE
Signature: Matthew T. Parks
Print Name: Matthew T. Parks

WITNESS AND ACKNOWLEDGEMENT

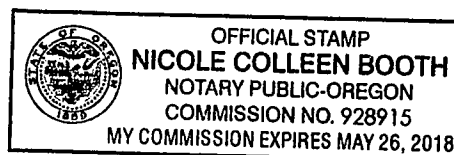
State/Commonwealth of OREGON

County of KLAMATH

On this 11 day of AUGUST, 2015, before me, the undersigned Notary Public, personally appeared Patricia D. O'Keeffe, 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 Colleen Booth
Notary Public
Print Name: NICOLE COLLEEN BOOTH
My commission expires: 5/26/2018



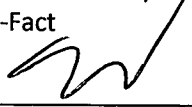
[SEAL]

[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: 
Print Name: **Shawn Lanier**
Title: **Vice President - Legal**
Date: **11-10-15**

WITNESS

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 10th day of November, 2015, before me, the undersigned Notary Public, personally appeared Shawn Lanier, 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.


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: 414150
VZW Site No: 160949
Site Name: KLF Malin, 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.

A 1.73 acre tract of land being depicted as "Parcel 1" in Land Partition 35-14, Located in Government Lots 2 and 4 (NW ¼ NE ¼) & the N ½ NW ¼ of Section 22, and Government Lots 3 & 6 (SW ¼ SE ¼) of Section 15, Township 41 South, Range 12 East, Willamette Meridian, Klamath County, Oregon dated June 22, 2015, recorded in 2015-5877, Klamath County, Oregon.

Also being described as:

A parcel of land located in the Northwest ¼ of the Northwest ¼ of Section 22, Township 41 South, Range 12 East, Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a railroad spike at the Northwest corner of Section 22, Thence South 59°09'25" East along the North line of Section 22 a distance of 30.00 feet to a 5/8" iron rod with a yellow plastic cap stamped "AES Inc" on the East right-of-way line of South Malin Road; thence South 69°09'25" East along the North line of Section 22 a distance of 320.00 feet to a 5/8" iron rod with a yellow plastic cap stamped "AES Inc"; thence South 0°31'43" West a distance of 235.00 feet to a 5/8" iron rod with a yellow plastic cap stamped "AES Inc"; thence North 69°09'25" West a distance of 320.00 feet to a 5/8" iron rod with a yellow plastic cap stamped "AES Inc" in the East right-of-way line of South Malin Road; thence North 89°09'25" West a distance of 30.00 feet to a point on the West line of Section 22 and the centerline of South Malin Road; thence North 0°31'43" East along the West line of Section 22 a distance of 235.00 feet to the point of beginning

Contains 82251 Square feet, or 1.89 acres, more or less

With 0.16 acres (7050 square feet) of said 1.89 acres being in the right-of-way, leaving 1.73 acres.

Being a portion of the following described tract of land:

**The N 1/2 NW ¼ of Section 22, Township 41 South, Range 12 East
of the Willamette Meridian, Klamath County, Oregon**

Being Klamath County, Oregon Map Tax Lot R-4112-02200-00500-000 (Property ID No. R111587).

ATC Site No: 414150
VZW Site No: 160949
Site Name: KLF Malin, OR

EXHIBIT A (Continued)

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) 3,600 square feet; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

THAT PORTION OF N1/2 NW1/4 OF SECTION 22, TOWNSHIP 41 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 OF LAND PARTITION 35-14 AS RECORDED IN SID COUNTY, DOCUMENT NO. 2015-5877; THENCE ALONG THE SOUTH LINE OF SAID PARCEL 1, NORTH 89°09'25" WEST A DISTANCE OF 120.23 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 00°50'35" EAST A DISTANCE OF 51.31 FEET TO THE POINT OF BEGINNING; THENCE NORTH 04°25'29" EAST A DISTANCE OF 60.00 FEET; THENCE SOUTH 85°34'31" EAST A DISTANCE OF 60.00 FEET; THENCE SOUTH 04°25'29" WEST A DISTANCE OF 60.00 FEET; THENCE NORTH 85°34'31" WEST A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

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:

THAT PORTION OF N1/2 NW1/4 OF SECTION 22, TOWNSHIP 41 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING A 30.00 FOOT STRIP OF LAND LYING 15.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:
COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 OF LAND PARTITION 35-14 AS RECORDED IN SID COUNTY, DOCUMENT NO. 2015-5877;
THENCE ALONG THE SOUTH LINE OF SAID PARCEL 1, NORTH 89°09'25" WEST A DISTANCE OF 120.23 FEET;
THENCE LEAVING SAID SOUTH LINE, NORTH 00°50'35" EAST A DISTANCE OF 51.31 FEET;
THENCE NORTH 04°25'29" EAST A DISTANCE OF 35.49 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 85°34'31" WEST A DISTANCE OF 67.10 FEET;
THENCE NORTH 80°30'13" WEST A DISTANCE OF 137.19 FEET TO THE WEST LINE OF SAID PARCEL 1 AND POINT OF TERMINUS OF SAID DESCRIBED CENTERLINE.

This instrument is being filed as an accommodation only. It has not been examined as to its execution, insurability or effect on title.