

2016-008208

Klamath County, Oregon

08/03/2016 12:07:10 PM

Fee: \$57.00

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management
ATC Site: 43263

Prior Recorded Lease Reference:

Book n/a, Page n/a
Document No: N/A
State of OREGON
County of Klamath

Assessor Parcel No(s): R-2908-00700-00400-000

MEMORANDUM OF LEASE

This **MEMORANDUM OF LEASE** (this "**Memorandum**") is entered into as of the latter signature date hereof by and between KDM ENTERPRISES INC ("**Landlord**") having an address of ATTN: KEVIN MOORE, 94401 HWY 97 N, , CHEMULT, OR, 97731 and American Tower, L.P. ("**Tenant**") having an address of 116 Huntington Avenue, Boston, MA 02116 with copies of notices to 10 Presidential Way, Woburn, MA. 01801 Attn: Land Management.

NOTICE is hereby given of the following described Lease as amended, 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** hereto (the "**Parent Parcel**"). Landlord (or its predecessor in interest) and Tenant (or its predecessor in interest) entered into that certain ground lease (as amended from time to time, the "**Lease**"), whereby the Tenant leases a portion of the Parent Parcel, together with certain easements for access and public utilities and, if applicable, easements for guy wires and guy anchors (collectively, the "**Leased Premises**" and also being described on Exhibit A hereto).
2. **Lease Term Extended.** Tenant shall have the option to extend the Lease for each of ten (10) additional five (5) year renewal terms (each a "**New Renewal Term**" and collectively the "**New Renewal Terms**"). The first New Renewal Term shall commence on the next day following , which date represents the last day of the last remaining existing renewal term in the Lease..
3. **Leased Premises.** The Leased Premises is set forth in **Exhibit A** which may be replaced by an as-built survey at Tenant's option, depicting and/or describing the Parent Parcel, Leased Premises and all applicable easements.
4. **Right of First Refusal.** There is a right of first refusal in the Lease.
5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms in the Lease.. In the event of a conflict between this Memorandum and the Lease, the Lease will control. Landlord hereby grants the right to Tenant to fill out and execute on behalf of Landlord any government or transfer tax forms necessary for recording this Memorandum. This right shall terminate upon recording of this Memorandum.

[SIGNATURE PAGES FOLLOWS]

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

LANDLORD 1
KDM ENTERPRISES INC

WITNESS

Signature: [Signature]
Print Name: KEVIN MOORE
Title: PRESIDENT
Date: 4/15/2013

Signature: [Signature]
Print Name: JERRY D RUSTENBUN
Signature: _____
Date: 4-15-2013

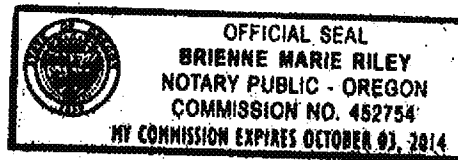
WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Oregon
County of Klamath

On this 15 day of April, 2013, before me, the undersigned Notary Public, personally appeared Kevin Moore, personally known to me (or 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: Brienne Riley
My commission expires: 10/03/14



[SEAL]

TENANT:

American Tower, L.P.

WITNESSES:

Signature: _____

Print Name: Shawn LanierTitle: Vice President LegalDate: 5-23-2013

Signature: _____

Print Name: Robert Belmont

Signature: _____

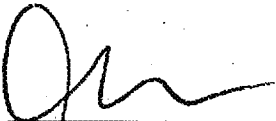
Date: June 1, 2013**ACKNOWLEDGEMENT**

Commonwealth of Massachusetts

County of Middlesex

On 5/23, 2013, before me, Anil Makhiya (here insert name), a Notary Public, personally appeared Shawn Lanier, personally known to me (or 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 behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public

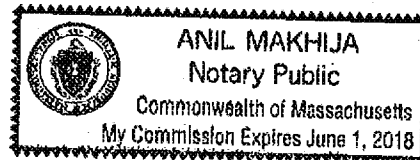
Print Name: Anil MakhiyaMy commission expires: 6/1/18

EXHIBIT A

This Exhibit May be Replaced by Tenant at Tenant's Option as delineated below

PARENT PARCEL

Tenant shall have the right to replace this below 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.

ALL PROPERTY BEING DESCRIBED IS LOCATED IN TOWNSHIP 29S RANGE 8E SECTION 7, OF KLAMATH COUNTY, STATE OF OREGON.

LEASED PREMISES

Tenant shall have the right to replace this below 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 as well as easements for guy wires and anchors if there are guy wires and anchors existing at the time of this Amendment, (which such guy wire and anchor easements shall be 10 feet on either side of existing guy wires and running 20 feet behind each guy anchor and shall be used by Tenant to access, repair, upgrade, maintain and replace such guy wires, anchors and fencing by Tenant). The square footage of the Leased Premises shall be the greater of the area conveyed to Tenant in the Lease or Tenant's existing improvements on the Parent Parcel.

PORTION OF T29S R8E S7 OF KLAMATH COUNTY, STATE OF OREGON WITH A SITE ADDRESS OF 94201 HWY 97N

PARCEL ID: R-2908-00700-00400-000