

2017-006280

Klamath County, Oregon



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06/08/2017 02:25:40 PM

Fee: \$77.00

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Sherman & Howard L.L.C.
633 17th Street, Suite 3000
Denver, Colorado 80202
Attn: Eileen Lynch
Re: O'Keeffe Matter [ATC Sequoia]

(Space above this line for recorder's use)

MEMORANDUM OF LEASE (CORRECTED AND UPDATED)

This MEMORANDUM OF SITE LEASE AGREEMENT (CORRECTED AND UPDATED) is made this 23 day of MAY, 2017, between ATC Sequoia LLC, a Delaware limited liability company ("LESSEE") and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with offices located at 180 Washington Valley Road, Bedminster, New Jersey 07921, ("LESSOR"). LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as a "Party."

1. LESSOR AND LESSEE are parties to a certain Master Prepaid Lease ("MPL") as evidenced by that Memorandum of Lease entered into on June 18, 2015, and recorded on June 29, 2015 as Instrument No. 2015-006907 in the records of Klamath County, Oregon (the "Memorandum"), pursuant to which LESSOR leased to LESSEE certain real property located in Klamath County, State of Oregon.

2. The Parties hereby agree that Attachment 1 which legally described the Site as provided in the Memorandum shall be corrected and updated. Attachment 1 of the Memorandum is hereby deleted in its entirety and replaced by Attachment 1, affixed hereto.

3. Unless expressly amended herein, the rest and remainder of the MPL and any site related documents remain unaffected by this Memorandum of Lease (Corrected and Updated), and all terms and provisions therein remain in full force and effect. The terms, covenants and provisions of the MPL, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE. 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 by LESSOR and LESSEE.

Signatures on following page

IN WITNESS WHEREOF, LESSOR and LESSEE have caused this Memorandum of Lease (Corrected and Updated) to be duly executed on the date first written hereinabove.

LESSEE:

**ATC Sequoia LLC,
a Delaware limited liability company**

By:  _____

Name: Shawn Lanier
Vice President - Legal

Title: _____

Date: 5-18-2017

LESSOR:

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

By: _____

Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, LESSOR and LESSEE have caused this Memorandum of Lease (Corrected and Updated) to be duly executed on the date first written hereinabove.

LESSEE:

**ATC Sequoia LLC,
a Delaware limited liability company**

By: _____

Name: _____

Title: _____

Date: _____

LESSOR:

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

By: 

Name: _____

Title: Jim R. Creel, Jr.

Director - Network Field Engineering

Date: _____

5 / 23 / 2017

STATE OF Massachusetts)
)
COUNTY OF Middlesex)

ACKNOWLEDGEMENT

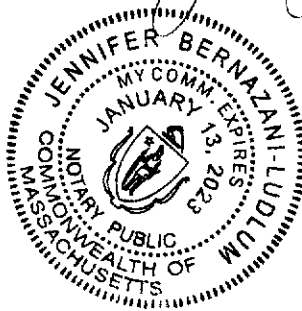
I, Jennifer Bernazani-Larkin, a Notary Public for said County and State, do hereby certify that Shawn Lanier personally came before me this day and acknowledged that s/he is the VP-Legal of ATC Sequoia LLC and s/he, being authorized to do so, executed the foregoing instrument as his/her own act and deed on behalf of ATC Sequoia LLC, a Delaware limited liability company.

WITNESS my hand and official Notarial Seal, this 18th day of May, 2017.

Jennifer Bernazani-Larkin
Notary Public

My Commission Expires:

1/13/2023



STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGEMENT

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally came before me this day and acknowledged that s/he is the _____ of _____, and s/he, being authorized to do so, executed the foregoing instrument as his/her own act and deed on behalf of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless.

WITNESS my hand and official Notarial Seal, this ____ day of _____, 20__.

Notary Public

My Commission Expires:

STATE OF _____)
COUNTY OF _____)

ACKNOWLEDGEMENT

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally came before me this day and acknowledged that s/he is the _____ of., and s/he, being authorized to do so, executed the foregoing instrument as his/her own act and deed on behalf of ATC Sequoia LLC, a Delaware limited liability company.

WITNESS my hand and official Notarial Seal, this ____ day of _____, 20__.

Notary Public

My Commission Expires:

STATE OF WA)
COUNTY OF King)

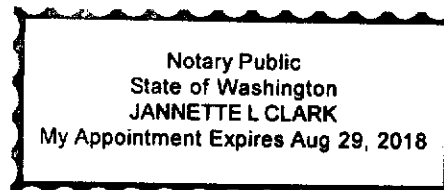
ACKNOWLEDGEMENT

I, Jannette Clark, a Notary Public for said County and State, do hereby certify that Jim R. Creel, JR. personally came before me this day and acknowledged that s/he is the Director Fed Eng. of., and s/he, being authorized to do so, executed the foregoing instrument as his/her own act and deed on behalf of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless.

WITNESS my hand and official Notarial Seal, this 23rd day of May, 2007.

Jannette Clark
Notary Public

My Commission Expires:
8/29/2018



Attachment 1

PARENT PARCEL

The Parent Parcel consists of the entire legal taxable lot owned by Henry O'Keeffe and Patricia D. O'Keeffe, Trustees, O'Keeffe Family Trust ("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 $\frac{1}{4}$ NE $\frac{1}{4}$) & the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 22, and Government Lots 3 & 6 (SW $\frac{1}{4}$ SE $\frac{1}{4}$) 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 $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ 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 camp 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 the right-of-way, leaving 1.73 acres.

Being a portion of the following described tract of land:

The N $\frac{1}{2}$ NW $\frac{1}{4}$ 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).

Attachment 1 (Continued)

LEASED PREMISES

The Leased Premises consists of that portion of the Parent Parcel as defined above which shall include access and utility easements. The square footage of the Leased Premises shall be the greater of: (i) 3,600 square feet (ii) LESSEE and LESSOR'S existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

THAT PORTION OF THE N ½ NW ¼ 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.

Attachment 1 (Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well as that portion of the Parent Parcel currently utilized by LESSEE and LESSOR for ingress, egress and utility purposes from the Leased Premises to and from a public right of way:

THAT PORTION OF N ½ NW ¼ 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.