

2017-009244

Klamath County, Oregon



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08/16/2017 09:34:25 AM

Fee: \$72.00

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Damen R. Nisula, Esq.
ATC Site No: 43265
ATC Site Name: Fuego, OR
Assessor's Parcel No(s): R-3107-00000-00100-000

Prior Recorded Lease Reference:

Volume M00, Page 34511
Date: 09-21-2000
State of Oregon
County of Klamath

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the 19th day of June, 2017 by and between **Whitefish Cascade Forest Resource LLC**, a Delaware limited liability company ("**Landlord**") and **American Tower, L.P.**, a Delaware limited partnership ("**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. **Property 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 "**Property**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Lease Agreement, dated February 7, 2000 (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 Property 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 "**Premises**"), which Premises is also described on **Exhibit A**.
2. **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 January 31, 2061. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Limited Right of First Refusal.** There is a limited right of first refusal in the Lease.
4. **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.

Site No: 43265
Site Name: Fuego, OR

MOLAM002

5. **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: 56880 Venture Lane, Suite 203N, Sunriver, OR 997707, To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, 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.

[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

Whitefish Cascade Forest Resource LLC
an Oregon limited liability company

Signature: [Signature]
Print Name: Tianqiao Chen
Title: Manager
Date: January 4, 2017

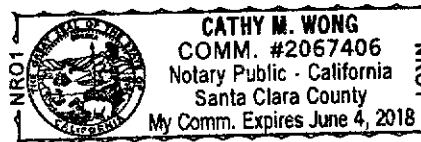
Signature: [Signature]
Print Name: Huelling Su
Signature: [Signature]
Print Name: Ge, Chunyan

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of CALIFORNIA

County of SAN MATEO

On this 4th day of January, 2017, before me, the undersigned Notary Public, personally appeared TIANQIAO CHEN, 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: [Signature]
Notary Public
Print Name: Cathy M. Wong
My commission expires: 06/04/2018

[SEAL]

[SIGNATURES CONTINUE ON NEXT PAGE]

43265
Site No: 43261
Site Name: Crescent, OR
Fuego

TENANT

American Tower, L.P.
a Delaware limited partnership

Signature: [Signature]
Print Name: Shawn Lanier
Title: Vice President - Legal
Date: 6-19-2017

WITNESSES

Signature: _____
Print Name: _____
Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 19 day of JUNE, 2017, 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.

[Signature]
Notary Public
Print Name: _____
My commission expires: _____

[SEAL]



RICHARD P. PALERMO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 25, 2023

EXHIBIT A

This Exhibit A may be replaced at Tenant's option, upon Landlord's consent, which consent shall not be unreasonably withheld, conditioned, or delayed, as described below.

PROPERTY

Tenant shall have the right, upon Landlord's consent, which consent shall not be unreasonably withheld, conditioned, or delayed, 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 Southwestquarter of the Southeast quarter in Section 25, Township 31 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

Being Klamath County, OR Parcel Number: R-3107-00000-00100-000, this being a portion of the same property conveyed to Whitefish Cascade Forest Resource, LLC, a Delaware limited liability company, from Cascade Timberlands (Oregon) LLC, a Delaware limited liability company, in warranty deed dated December 23, 2014, recorded on February 17, 2015 as Instrument No. 2015-001378.

LEASED PREMISES

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements and, if applicable, easements for guy wires and anchors existing at the time of this Amendment (such guy wire and anchor easements shall be 10 feet on either side of existing guy wires and running 20 feet beyond each guy anchor and may 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: (i) 0.23 acres; (ii) Tenant's (and Tenant's customers') existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

THAT PORTION OF PARCEL 1 OF LAND PARTITION 44-05 LYING WITHIN SECTION 25, TOWNSHIP 31 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: COORDINATES SHOWN HEREON ARE BASED UPON U.S. STATE PLANE N.A.D.83 COORDINATE SYSTEM OREGON STATE PLANE COORDINATE ZONE SOUTH, DETERMINED BY GPS OBSERVATIONS.

COMMENCING AT A SET REBAR WITH A NORTHING OF 434351.17 AND AN EASTING OF 4566199.54, (PT#1) FROM WHICH A SET REBAR WITH A NORTHING OF 433929.00 AND AN EASTING OF 4566266.52 (PT #2) BEARS SOUTH 09°00'56" EAST, 427.45 FEET; THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 40°29'07" WEST, 57.83 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 29°18'32" WEST, 100.00 FEET; THENCE NORTH 60°41'28" WEST, 100.00 FEET; THENCE NORTH 29°18'32" EAST, 100.00 FEET; THENCE SOUTH 60°41'28" EAST, 100.00 FEET TO THE POINT OF BEGINNING. CONTAINING 10,000 SQUARE FEET OR 0.23 ACRES MORE OR LESS.

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 (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way, including but not limited to:

ACCESS AND UTILITY EASEMENT DESCRIPTION

A STRIP OF LAND 20 FEET IN WIDTH FOR AN ACCESS AND UTILITY EASEMENT, 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, BEING ALONG AN EXISTING ROAD:

BEGINNING AT A POINT IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 SECTION 25, TOWNSHIP 31 SOUTH, RANGE 7 EAST, WILLAMETTE MERIDIAN, AND BEING ON THE PROPERTY NOW OR FORMALLY OF CROWN PACIFIC LIMITED PARTNERSHIP, AND FURTHER DESCRIBED AS BEGINNING AT A POINT 243.0 FEET NORTH, AND 1482.0 FEET WEST OF THE 1969 BRASS CAP AND MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 25, T31S, R7E, W.M. AND ALSO BEING AT APPROXIMATE OREGON SOUTH ZONE NAD 1983 STATE PLANE COORDINATES OF
NORTH: 434,264.7, EAST: 4,566,134.3;

THENCE S 60°41'28" E, 102.64 FEET TO A POINT;
THENCE S 06°20'32" E, 203.92 FEET TO A POINT;
THENCE ALONG A 155.00 FOOT RADIUS CURVE TO THE LEFT (LONG CHORD BEARS S 26°19'32" E, 107.92 FEET), AN ARC DISTANCE OF 110.23 FEET TO A POINT;
THENCE S 46°41'53" E, 89.51 FEET TO A POINT;
THENCE S 66°05'24" E, 155.20 FEET TO A POINT;
THENCE ALONG A 75.00 FOOT RADIUS CURVE TO THE RIGHT (LONG CHORD BEARS S 01°38'45" E, 135.32 FEET), AN ARC DISTANCE OF 168.71 FEET TO A POINT;

EXHIBIT A (continued)

THENCE S 62°47'54" W, 198.10 FEET TO A POINT;
THENCE S 55°34'46" W, 630.15 FEET TO A POINT;
THENCE S 47°43'50" W, 415.92 FEET TO A POINT;
THENCE S 55°16'31" W, 254.52 FEET TO A POINT;
THENCE S 67°26'16" W, 201.18 FEET TO A POINT;
THENCE S 76°51'02" W, 284.29 FEET TO A POINT;
THENCE ALONG A 340.00 FOOT RADIUS CURVE TO
THE RIGHT (LONG CHORD BEARS N 76°36'23" W,
303.87 FEET), AN ARC DISTANCE OF 315.02 FEET
TO A POINT;
THENCE N 50°03'47" W, 509.04 FEET TO A POINT;
THENCE N 45°54'55" W, 262.31 FEET TO A POINT;
THENCE N 84°26'56" W, 93.02 FEET, PLUS OR
MINUS, TO A POINT BEING AT OR NEAR THE
CENTERLINE OF OREGON STATE HIGHWAY NUMBER
97. THE BOUNDARIES OF SAID EASEMENT BEING
EXTENDED OR SHORTENED TO MEET AT ANGLE
POINTS AND TO TERMINATE ON THE BOUNDARIES
OF THE GRANTOR.

BEARINGS AND DESCRIPTION BASED ON GEODETIC
AZIMUTH.