

2019-005040

Klamath County, Oregon

05/10/2019 08:15:01 AM

Fee: \$122.00

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Stephanie L. Poulin, Esq.
ATC Site No: 415452
ATC Site Name: KLF Modoc OR
Assessor's Parcel No(s): R232563

Prior Recorded Lease Reference:

Book M06, Page 11855
Date: June 12, 2006
State of Oregon
County of Klamath

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the 15th day of May, 2019 by and between **Rick S. Herson and Julia Herson, as trustees for the Herson Living Trust U/T/D 9/20/2011, and Paco S. Herson and Emily R. Herson, as husband and wife ("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 May 30, 2006 (as the same may have been amended 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 portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, 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**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, 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 (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
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 May 31, 2071. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any

ATC Site No: 415452
VZW Site No: 174962
Site Name: KLF Modoc OR

option to renew the term of the Lease.

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: Rick S. Herson and Julia Herson, 2162 Washington St, Eugene, OR 97405; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; 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 Herson Living Trust U/T/D 9/20/2011 (the "**Trust**") hereby certify(ies) as follows:
 - e. I/We am/are the current trustee(s) of the Trust;
 - f. The trustee(s) of the Trust has the authority to act with respect to real estate owned by the Trust, and has the full and absolute power under said Trust to enter into this Amendment and no third party shall be bound to inquire whether the trustee has said power or is properly exercising said power by doing the same;
 - g. There are no facts which constitute conditions precedent to acts by the trustees or which are in any other manner germane to the affairs of the Trust; and
 - h. As of the Effective Date, the Trust has not been amended, revoked or terminated and is in full force and effect.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

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

LANDLORD

Rick S. Herson

Signature: [Signature]

Print Name: **Rick S. Herson**

Title: Trustee for the Herson Living Trust U/T/D

9/20/2011

Date: 3/28/19

2 WITNESSES

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Hawaii

County of Hawaii

On this 28 day of March, 2019, before me, the undersigned Notary Public, personally appeared Rick S. Herson, 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.

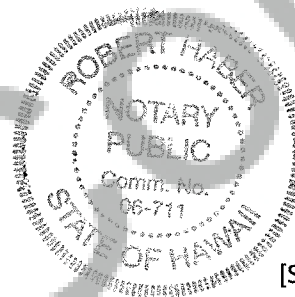
WITNESS my hand and official seal.

[Signature]

Notary Public Robert Haber

Print Name: Robert Haber

My commission expires: 11-19-2022



[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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

LANDLORD

Julia Herson,

Signature: Julia Herson

Print Name: Julia Herson

Title: Trustee for the Herson Living Trust U/T/D

9/20/2011

Date: 3/28/2019

2 WITNESSES

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Hawaii

County of Hawaii

On this 28 day of MARCH, 2019, before me, the undersigned Notary Public, personally appeared JULIA Herson, 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.

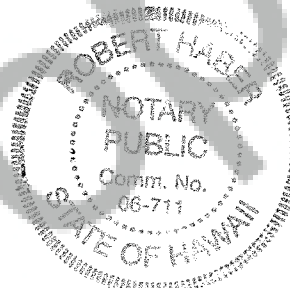
WITNESS my hand and official seal.

Robert Haber

Notary Public

Print Name: Robert Haber

My commission expires: 11-19-2022



[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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

LANDLORD

Paco S. Herson

Signature: [Signature]
Print Name: Paco S. Herson
Date: 4/4/19

2 WITNESSES

Signature: [Signature]
Print Name: Paula McGuigan

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

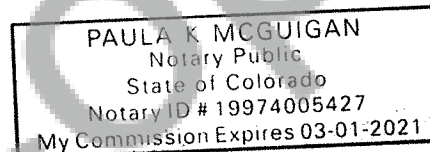
State/Commonwealth of Colorado

County of Adams

On this 4 day of April, 2019, before me, the undersigned Notary Public, personally appeared Paco S. Herson, 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: Paula K. McGuigan
My commission expires: 3/1/21



[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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

LANDLORD

Emily R. Herson

Signature: *Emily R. Herson*
Print Name: Emily R. Herson
Date: 4/4/19

2 WITNESSES

Signature: *Paula K. McGuigan*
Print Name: Paula K. McGuigan

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

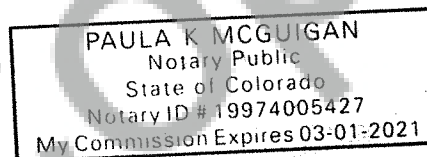
State/Commonwealth of Colorado

County of Adams

On this 4 day of April, 2019, before me, the undersigned Notary Public, personally appeared Emily R. Herson, 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.

Paula K. McGuigan
Notary Public
Print Name: Paula K. McGuigan
My commission expires: 3/1/21



[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

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

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

Signature: Carol Maxime
Print Name: Carol Maxime

Title: Senior Counsel, US Tower
Date: 5/1/19

Signature: Nicole Montgomery
Print Name: Nicole Montgomery

Signature: Gene Per
Print Name: Gene Per

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 1st day of May, 2019, before me, the undersigned Notary Public, personally appeared Carol Maxime Senior Counsel, 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.

Renée Byrd
Notary Public

Print Name: _____

My commission expires: _____



RENEE BYRD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 27, 2023

[SEAL]

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:

GOVERNMENT LOTS 4, 5, 6, 7, 14, 15, 16 AND 17, SECTION 16, TOWNSHIP 35 SOUTH, RANGE 7, EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, EXCEPTING THEREFROM THAT PORTION LYING WITHIN STATE HIGHWAY 62.

Being situated in Klamath County, Oregon;
Parcel ID Number R232563 (Alternate APN: 3507E1600300)

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 (and Tenant's customer's) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A PORTION OF GOVERNMENT LOTS 4, 5, 6, 7, 14, 15, 16 AND 17, SECTION 16, TOWNSHIP 35 SOUTH, RANGE 7, EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 17, THENCE NORTH 89°11'35" WEST ALONG THE SOUTH LINE THEREOF, 153.85 FEET; THENCE DEPARTING SAID SOUTH LINE NORTH 00°48'25" EAST, 155.12 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°45'21" WEST, 60.00 FEET; THENCE NORTH 00°14'39" EAST, 60.00 FEET; THENCE SOUTH 89°45'21" EAST, 60.00 FEET; THENCE SOUTH 00°14'39" WEST, 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 as that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customer's) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

A PORTION OF GOVERNMENT LOTS 4, 5, 6, 7, 14, 15, 16 AND 17, SECTION 16, TOWNSHIP 35 SOUTH, RANGE 7, EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING A STRIP OF LAND 24.00 FEET WIDE, 12.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 17, **THENCE** NORTH 89°11'35" WEST ALONG THE SOUTH LINE THEREOF, 153.85 FEET;
THENCE DEPARTING SAID SOUTH LINE NORTH 00°48'25" EAST, 155.12 FEET;
THENCE NORTH 00°14'39" EAST, 60.00 FEET;
THENCE NORTH 89°45'21" WEST, 43.61 FEET TO THE **POINT OF BEGINNING**;
THENCE NORTH 42°04'41" WEST, 517.92 FEET;
THENCE NORTH 41°41'28" WEST, 292.05 FEET;
THENCE NORTH 42°25'20" WEST, 579.95 FEET;
THENCE NORTH 67°19'39" WEST, 648.90 FEET;
THENCE SOUTH 87°10'25" WEST, 80.24 FEET;
THENCE SOUTH 62°06'22" WEST, 25.55 FEET MORE OR LESS TO A POINT ON THE EASTERLY RIGHT OF WAY OF HIGHWAY 62 AND THE **POINT OF TERMINUS**.