

2020-001012

Klamath County, Oregon

01/27/2020 08:18:00 AM

Fee: \$107.00

Prepared by and return to:
United States Cellular Operating Company of Medford
Attention: Real Estate Legal
8410 W. Bryn Mawr Ave.
Chicago, IL 60631

Site Name: Hopper Capacity
Site Number: 349501
County: Klamath
State: OR

USC-1634649-C

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into by and between Darren W. Springman and Wendi A. Springman who acquired title as Wendie A. Marcoccio, with rights of survivorship, whose address is 8332 Prairie Dog Dr., Bonanza, OR 97623, hereinafter referred to as "Landlord", and United States Cellular Operating Company of Medford, an Oregon corporation, whose address is Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois, 60631, hereinafter referred to as "Tenant."

WITNESSETH:

WHEREAS, by the terms of a certain Ground Lease, entered into on the 20th of December, 2019, ("the Lease"), the Landlord granted Tenant the option to lease certain property and agreed to grant Tenant certain easements, all being more particularly bounded and described as set forth in Exhibit "A" attached hereto and made a part hereof (the "Premises") upon the terms and conditions set forth in the Lease; and

WHEREAS, the Landlord and the Tenant desire to execute this Memorandum of Lease to evidence said Lease and certain of the terms therein for the purpose of placing the same of record in the Clerk's Office for Klamath County, State of Oregon.

NOW THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord does hereby grant Tenant the option to lease the Premises and obtain certain easements upon the terms and conditions of the Lease which is incorporated herein by specific reference, and do agree as follows:

1. The Lease gives Tenant the option to lease the Premises, exercisable at Tenant's sole discretion, for a period of twelve (12) months commencing on the 24th day of December, 2017. Tenant may, at its sole discretion, extend the option term for an additional six (6) months.

2. In the event Tenant exercises the option to lease the Premises, in its sole discretion, then the Landlord shall lease the Premises to the Tenant for an initial lease term of five (5) years. The Lease provides for renewal terms that may extend the term of the lease for up to five (5) additional five (5) year terms which may be exercised upon the terms and conditions more particularly as set forth in the Lease.

3. If Tenant exercises the option to lease the Premises, then Landlord also makes certain grants of easement for access and utilities, as more particularly described on the attached Exhibit A, which easements are in effect throughout the term of the Lease as renewed or extended, subject to terms and conditions as set forth in the Lease.

4. Tenant (or its assignee or designee) shall have a right of first refusal to purchase one or more of the following interests, (a) fee ownership of all or any part of the Premises; (b) any easement rights in or over all or any part of the Premises; or (c) all or any part of Landlord's interest in or rights under the Lease (each, "Landlord's Interest") whenever Landlord receives a bona fide offer from an unrelated third party to purchase directly or indirectly, all or any part of Landlord's Interest that Landlord desires to accept in accordance with the terms and conditions more particularly set forth in the Lease.

5. This Memorandum of Lease is subject to all the terms and provisions of the Lease which is incorporated herein and made part hereof by reference as if all the provisions thereof were copied in full herein. Any conflict between the provisions of the Memorandum of Lease and Lease will be resolved in favor of the Lease.

IN WITNESS WHEREOF, the Landlord and Tenant hereto have caused this Memorandum of Lease to be executed by their duly authorized officers as of the date of full execution.

LANDLORD:

TENANT:

WS.
Darren W. Springman and Wendi A. Wendi California Rural Service Area #1, Inc.
Springman who acquired title as Wendi A.
Marcoccio, with rights of survivorship

By: DARREN SPRINGMAN

By: Jeffrey W. Baenke

Printed: Darren Springman

Printed: Jeffrey W. Baenke

Title: OWNER

Title: Vice President

Date: 12-10-2019

Date: DEC 20 2019

By: Wendie Springman

Printed: Wendie Springman

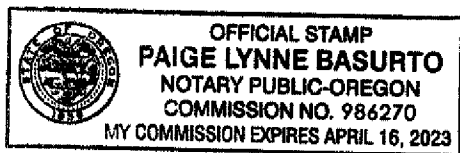
Title: OWNER

Date: 11-27-2019

STATE OF Oregon)
COUNTY OF Klamath)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Darren W. Springman, known to me to be the same person whose name is subscribed to the foregoing Memorandum of Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, signed the said Memorandum as his free and voluntary act, for the uses and purposes therein stated.

Given under my hand and seal this 10th day of December, 2019.

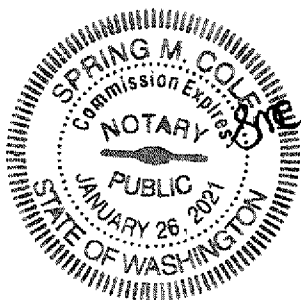


Paige Lynne Basurto
Notary Public
My commission expires April 16, 2023

STATE OF Washington)
COUNTY OF Spokane)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Wendie A. Springman, known to me to be the same person whose name is subscribed to the foregoing Memorandum of Lease, appeared before me this day in person and acknowledged that, pursuant to her authority, signed the said Memorandum as her free and voluntary act, for the uses and purposes therein stated.

Given under my hand and seal this 27 day of November, 2019.

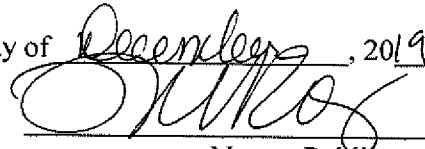


Spring M Cole
Notary Public
My commission expires 01-26-2021

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Jeffrey W. Banks, Vice President for United States Cellular Operating Company of Medford, known to me to be the same person whose name is subscribed to the foregoing Memorandum of Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Memorandum as his free and voluntary act on behalf of the named Tenant, for the uses and purposes therein stated.

Given under my hand and seal this 20 day of December, 2019.



Notary Public

My commission expires _____

MAY 28 2022

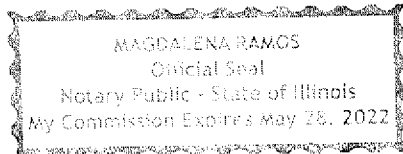


EXHIBIT A

Legal Description of Premises

Leasehold Parcel

Commencing at the monumented north corner of Lot 18, Block 32 of Klamath Falls Forest Estates, Hwy 66 Unit, Plat No. 2 in Klamath County, Oregon, from which the monumented north corner of Lot 21 bears South 35°11'15" East, 960.00 feet;
thence South 12°24'25" East, 461.00 feet to the true point of beginning;
thence South 35°11'15" East 50.00 feet;
thence South 54°48'45" West 50.00 feet;
thence North 35°11'15" West 50.00 feet;
thence North 54°48'45" East 50.00 feet to the true point of beginning.

Containing 2500 square feet of land, more or less.

Basis of Bearings

Klamath Falls Forest Estates, Hwy 66 Unit, Plat No. 2 in Klamath County, Oregon

Access & Utility Easement

A twenty foot wide access and utility easement, the centerline of which is described as follows:
Commencing at the true point of beginning of the proposed lease area; thence South 54°48'45" West, along the northwest line thereof, 30.00 feet; thence North 35°11'15" West, 10.00 feet to the true point of beginning of the centerline to be described; thence North 54°48'45" East, 30.00 feet; thence North 38°14'00" East, 186.25 feet to the southwest line of Prairie Dog Road.

The sidelines of this easement shall be extended or shortened to terminate on the said southwest line of Prairie Dog Road.

Utility Easement

A ten foot wide utility easement, the centerline of which is described as follows:
Commencing at the south corner of the proposed lease area; thence South 15°05'00" West, 170 feet to an existing utility pole.

The sidelines of this easement shall be extended or shortened to terminate on the sidelines of the proposed lease area.