

2021-012095

Klamath County, Oregon

08/09/2021 09:40:00 AM

Fee: \$122.00

Prepared by and Return to:

American Tower

10 Presidential Way

Woburn, MA 01801

Attn: Land Management/Lauren A. Sabino, Esq.

ATC Site No: 308321

ATC Site Name: East Klamath

Assessor's Parcel No(s): R-3910-006D0-03400-000

Prior Recorded Lease Reference:

Volume M00, Page 40998

Document No: _____

State of Oregon

County of Klamath

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **Dan Herbert Kinsman and Cynthia Louise Kinsman, as Trustees of the Dan Herbert and Cynthia Louise Kinsman Revocable Trust dated July 25, 2006, ("Landlord")** and **American Tower Asset Sub, LLC, a Delaware limited liability company ("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 Option and Lease Agreement dated March 16, 2000 (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. **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 June 20, 2060. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **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.

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, 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.
6. **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: 2722 Edison Ave, Klamath Falls, OR 97603-7238; 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.
7. **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.
8. **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.
9. **Trustee Authority.** The undersigned trustee(s) of the **Dan Herbert and Cynthia Louise Kinsman Revocable Trust dated July 25, 2006** (the "**Trust**") hereby certify(ies) as follows:
 - a. We are the current trustee(s) of the Trust;
 - b. The trustee(s) of the Trust has the authority to act with respect to the real estate owned by the Trust, and has the full and absolute power under said Trust to execute this Memorandum 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;
 - c. 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
 - d. As of the date hereof, 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

Dan Herbert and Cynthia Louise Kinsman
Revocable Trust dated July 25, 2006,

Signature: [Signature]
Print Name: **Dan Herbert Kinsman**
Title: **Trustee**
Date: 6-4-21

2 WITNESSES

Signature: [Signature]
Print Name: William Gilson

Signature: [Signature]
Print Name: Dorey Molatare

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Oregon

County of Klamath

On this 4 day of June, 2021, before me, the undersigned Notary Public, personally appeared **Dan Herbert Kinsman**, 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.

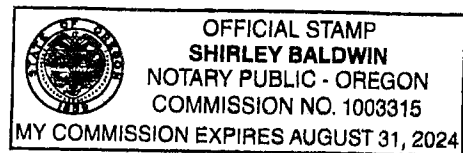
WITNESS my hand and official seal.

[Signature]

Notary Public

Print Name: Shirley Baldwin

My commission expires: 8-31-2024



[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

LANDLORD

Dan Herbert and Cynthia Louise Kinsman
Revocable Trust dated July 25, 2006,

Signature: *Cynthia Louise Kinsman*
Print Name: **Cynthia Louise Kinsman**
Title: **Trustee**
Date: 6/4/2021

2 WITNESSES

Signature: *[Signature]*
Print Name: William L. Kinsman
Signature: *[Signature]*
Print Name: Dorey Malatone

WITNESS AND ACKNOWLEDGEMENT

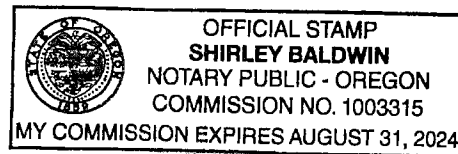
State/Commonwealth of Oregon

County of Klamath

On this 6 day of June, 2021, before me, the undersigned Notary Public, personally appeared **Cynthia Louise Kinsman**, 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.

Shirley Baldwin
Notary Public
Print Name: Shirley Baldwin
My commission expires: 8-31-2021



[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

American Tower Asset Sub, LLC
a Delaware limited liability company

Signature: *Carol Maxime*
Print Name: Carol Maxime
Title: Senior Counsel, US Tower
Date: 7/26/2021

WITNESS

Signature: _____
Print Name: *Quang Nguyen*
Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 26th day of July, 2021, 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.

Bich Ngoc Gina Thi Nguyen
Notary Public
Print Name: _____
My commission expires: _____

[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.

THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN KLAMATH COUNTY, OREGON, TO-WIT:

PARCEL 2 OF LAND PARTITION 30-34, LESS AND EXCEPTING THE FOLLOWING DESCRIBED PROPERTY:

A TRACT OF LAND BEING A PORTION OF PARCEL 2 OF LAND PARTITION 30-04, ON FILE AT THE OFFICE OF THE KLAMATH COUNTY SURVEYOR, SITUATED IN THE SE ¼ OF SECTION 6, T39S, R10EWM, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 2 OF LAND PARTITION 30-04; THENCE, S89°46'28"W 350.00 FEET; THENCE, N00°13'32"W 77.63 FEET; THENCE, N89°46'28"E 350.31 FEET; THENCE, SOUTH 77.63 FEET TO THE POINT OF BEGINNING, CONTAINING 0.62 ACRES MORE OR LESS WITH BEARINGS BASED ON SAID LAND PARTITION 30-04.

PARCEL ID#: R890235 (39S10E06D0)

THIS BEING A PORTION OF THE SAME PROPERTY CONVEYED TO DAN HERBERT AND CYNTHIA LOUISE KINSMAN, TRUSTEES OF THE DAN HERBERT AND CYNTHIA LOUISE KINSMAN TRUST DATED 7/25/2006 FROM DAN H. KINSMAN AND CYNTHIA L. KINSMAN IN A BARGAIN AND SALE DEED DATED APRIL 18, 2019 AND RECORDED APRIL 18, 2019 AS INSTRUMENT NO. 2019-004167.

**Being situated in the County of Klamath, State of Oregon, and being known as
Klamath County APN: R-3910-006D0-03400-000.**

EXHIBIT A (continued)

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) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A 0.23 ACRE AREA BEING A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN INSTRUMENT NO. 2006-015944 IN THE COUNTY CLERK'S OFFICE OF KLAMATH COUNTY, LYING IN PARCEL 2 OF LAND PARTITION 30-40 BEING A REPLAT OF LOT 1 OF TRACT 1413 SITUATED IN THE NW 1/4 OF THE SE 1/4 OF SECTION 6, TOWNSHIP 39 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR MARKING THE SOUTHEAST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 6, SAID 5/8" REBAR BEING LOCATED N 00°22'55" E 1329.92 FEET FROM A FOUND 5/8" REBAR MARKING THE SOUTH 1/16TH CORNER OF THE SE 1/4 OF SAID SECTION 6; **THENCE** N 59°19'27" W 1315.51 FEET TO THE **POINT OF BEGINNING**; **THENCE** S 89°30'18" W 100.00 FEET; **THENCE** N 00°29'42" W 100.00 FEET; **THENCE** N 89°30'18" E 100.00 FEET; **THENCE** S 00°29'42" E 100.00 FEET TO THE **POINT OF BEGINNING**, CONTAINING 10,000 SQ.FT. OR 0.23 ACRES MORE OR LESS.

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

AN EASEMENT AREA BEING A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN INSTRUMENT NO. 2006-015944 IN THE COUNTY CLERK'S OFFICE OF KLAMATH COUNTY, LYING IN PARCEL 2 OF LAND PARTITION 30-40 BEING A REPLAT OF LOT 1 OF TRACT 1413 SITUATED IN THE NW 1/4 OF THE SE 1/4 OF SECTION 6, TOWNSHIP 39 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR MARKING THE SOUTHEAST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 6, SAID 5/8" REBAR BEING LOCATED N 00°22'55" E 1329.92 FEET FROM A FOUND 5/8" REBAR MARKING THE SOUTH 1/16TH CORNER OF THE SE 1/4 OF SAID SECTION 6; **THENCE** N 59°19'27" W 1315.51 FEET; **THENCE** N 00°29'42" W 46.43 FEET TO THE **POINT OF BEGINNING** OF A 12 FOOT WIDE EASEMENT LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; **THENCE** S 73°57'10" E 61.31 FEET; **THENCE** S 55°41'22" E 198.38 FEET; **THENCE** WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET, AN ARC LENGTH OF 219.03 FEET AND A CHORD BEARING AND LENGTH OF S 43°08'25" E 217.28 FEET; **THENCE** S 30°35'28" E 82.01 FEET; **THENCE** WITH A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 29.12 FEET AND A CHORD BEARING AND LENGTH OF S 58°23'50" E 27.99 FEET MORE OR LESS TO A POINT ON THE EASTERLY LINE OF SAID PARCEL 2, THE **POINT OF TERMINATION**, CONTAINING 7075 SQ.FT. OR 0.16 ACRES MORE OR LESS.

TOGETHER WITH

AN EASEMENT AREA BEING A PORTION OF THAT CERTAIN PARCEL DESCRIBED AS PARCEL 1 OF LAND PARTITION 30-40 BEING A REPLAT OF LOT 1 OF TRACT 1413 SITUATED IN THE NW 1/4 OF THE

EXHIBIT A (continued)

SE 1/4 OF SECTION 6, TOWNSHIP 39 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR MARKING THE SOUTHEAST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 6, SAID 5/8" REBAR BEING LOCATED N 00°22'55" E 1329.92 FEET FROM A FOUND 5/8" REBAR MARKING THE SOUTH 1/16TH CORNER OF THE SE 1/4 OF SAID SECTION 6; **THENCE** N 59°19'27" W 1315.51 FEET; **THENCE** N 00°29'42" W 46.43 FEET; **THENCE** S 73°57'10" E 61.31 FEET; **THENCE** S 55°41'22" E 198.38 FEET; **THENCE** WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET, AN ARC LENGTH OF 219.03 FEET AND A CHORD BEARING AND LENGTH OF S 43°08'25" E 217.28 FEET; **THENCE** S 30°35'28" E 82.01 FEET; **THENCE** WITH A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 29.12 FEET AND A CHORD BEARING AND LENGTH OF S 58°23'50" E 27.99 FEET MORE OR LESS TO A POINT ON THE WESTERLY LINE OF SAID PARCEL 1, THE **POINT OF BEGINNING** OF A 12 FOOT WIDE EASEMENT LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; **THENCE** WITH A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 20.95 FEET AND A CHORD BEARING AND LENGTH OF N 73°47'31" E 20.53 FEET; **THENCE** N 53°47'14" E 278.01 FEET; **THENCE** N 58°15'15" E 21.89 FEET; **THENCE** WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 80.00 FEET, AN ARC LENGTH OF 111.44 FEET AND A CHORD BEARING AND LENGTH OF S 81°50'28" E 102.64 FEET; **THENCE** S 41°56'11" E 95.97 FEET; **THENCE** WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET, AN ARC LENGTH OF 296.76 FEET AND A CHORD BEARING AND LENGTH OF S 21°55'57" E 290.77 FEET; **THENCE** S 01°55'44" E 84.07 FEET MORE OR LESS TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF VALE ROAD, THE **POINT OF TERMINATION**, CONTAINING 10,912 SQ.FT. OR 0.25 ACRES MORE OR LESS.

TOGETHER WITH

AN EASEMENT AREA BEING A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN INSTRUMENT NO. 2006-015944 IN THE COUNTY CLERK'S OFFICE OF KLAMATH COUNTY, LYING IN PARCEL 2 OF LAND PARTITION 30-40 BEING A REPLAT OF LOT 1 OF TRACT 1413 SITUATED IN THE NW 1/4 OF THE SE 1/4 OF SECTION 6, TOWNSHIP 39 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR MARKING THE SOUTHEAST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 6, SAID 5/8" REBAR BEING LOCATED N 00°22'55" E 1329.92 FEET FROM A FOUND 5/8" REBAR MARKING THE SOUTH 1/16TH CORNER OF THE SE 1/4 OF SAID SECTION 6; **THENCE** N 59°19'27" W 1315.51 FEET; **THENCE** N 00°29'42" W 46.43 FEET; **THENCE** CONTINUING N 00°29'42" W 11.47 FEET TO THE **POINT OF BEGINNING** OF A 10 FOOT WIDE EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; **THENCE** S 73°57'10" E 66.35 FEET; **THENCE** S 55°41'22" E 200.15 FEET; **THENCE** WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 511.00 FEET, AN ARC LENGTH OF 223.84 FEET AND A CHORD BEARING AND LENGTH OF S 43°08'25" E 222.06 FEET; **THENCE** S 30°35'28" E 82.01 FEET; **THENCE** WITH A CURVE TO THE LEFT HAVING A RADIUS OF 19.00 FEET, AN ARC LENGTH OF 14.28 FEET AND A CHORD BEARING AND LENGTH OF S 52°07'34" E 13.95 FEET MORE OR LESS TO A POINT ON THE EASTERLY LINE OF SAID PARCEL 2, THE **POINT OF TERMINATION**, CONTAINING 5865 SQ.FT. OR 0.13 ACRES MORE OR LESS.

TOGETHER WITH

AN EASEMENT AREA BEING A PORTION OF THAT CERTAIN PARCEL DESCRIBED AS PARCEL 1 OF LAND PARTITION 30-40 BEING A REPLAT OF LOT 1 OF TRACT 1413 SITUATED IN THE NW 1/4 OF THE SE 1/4 OF SECTION 6, TOWNSHIP 39 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR MARKING THE SOUTHEAST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 6, SAID 5/8" REBAR BEING LOCATED N 00°22'55" E 1329.92 FEET FROM A FOUND 5/8" REBAR MARKING THE SOUTH 1/16TH CORNER OF THE SE 1/4 OF SAID SECTION 6; **THENCE** N 59°19'27" W 1315.51 FEET; **THENCE** N 00°29'42" W 46.43 FEET; **THENCE** CONTINUING N 00°29'42" W 11.47 FEET; **THENCE** S 73°57'10" E 66.35 FEET; **THENCE** S 55°41'22" E 200.15 FEET; **THENCE** WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 511.00 FEET, AN ARC LENGTH OF 223.84 FEET

EXHIBIT A (continued)

AND A CHORD BEARING AND LENGTH OF S 43°08'25" E 222.06 FEET; **THENCE** S 30°35'28" E 82.01 FEET; **THENCE** WITH A CURVE TO THE LEFT HAVING A RADIUS OF 19.00 FEET, AN ARC LENGTH OF 14.28 FEET AND A CHORD BEARING AND LENGTH OF S 52°07'34" E 13.95 FEET MORE OR LESS TO A POINT ON THE WESTERLY LINE OF SAID PARCEL 1, THE **POINT OF BEGINNING** OF A 10 FOOT WIDE EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; **THENCE** WITH A CURVE TO THE LEFT HAVING A RADIUS OF 19.00 FEET, AN ARC LENGTH OF 17.43 FEET AND A CHORD BEARING AND LENGTH OF N 80°03'47" E 16.82 FEET; **THENCE** N 53°47'14" E 278.44 FEET; **THENCE** N 58°15'15" E 22.32 FEET; **THENCE** WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 91.00 FEET, AN ARC LENGTH OF 126.76 FEET AND A CHORD BEARING AND LENGTH OF S 81°50'28" E 116.76 FEET; **THENCE** S 41°56'11" E 95.97 FEET; **THENCE** WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 436.00 FEET, AN ARC LENGTH OF 304.44 FEET AND A CHORD BEARING AND LENGTH OF S 21°55'57" E 298.30 FEET; **THENCE** S 01°55'44" E 73.12 FEET MORE OR LESS TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF VALE ROAD, THE **POINT OF TERMINATION**, CONTAINING 9186 SQ.FT. OR 0.21 ACRES MORE OR LESS.