

Prepared by and return to:  
UScellular  
Attention: Real Estate Legal  
8410 W. Bryn Mawr Ave.  
Chicago, IL 60631  
Drafted By: Gerry O'Brien (773) 399 – 4293  
Site Name: Malin II  
Site Number: 349572  
County: Klamath  
State: Oregon  
Map: 4112-01600-02400

**AMENDED MEMORANDUM OF LEASE**

**THIS AMENDED MEMORANDUM OF LEASE** is made and entered into by and between City of Malin, an Oregon municipal corporation, having an address at 2432 4<sup>th</sup> Street, Malin, Oregon, 97632 hereinafter referred to as "Landlord", and United States of 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 First Amendment to Ground Lease, entered into on the 29 March, 2024, ("the First Amendment"), the Landlord granted Tenant the option to lease certain property and agreed to grant Tenant certain easements, upon the terms and conditions set forth in the Lease and First Amendment; and

**WHEREAS**, the Landlord and the Tenant desire to execute this Amended Memorandum of Lease to evidence said First Amendment 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 as amended which is incorporated herein by specific reference, and do agree as follows:

1. The Leashold Parcel and grants of easement for access and utilities provided for in said Ground Lease are hereby modified and as described in the attached Exhibit A-1 and in effect

throughout the term of the Lease as renewed or extended, subject to terms and conditions as set forth in the Lease.


2. Except as amended herein, all other terms of the Ground Lease remain unchanged and in full force and effect.

3. This Amended Memorandum of Lease is subject to all the terms and provisions of the Lease and the First Amendment to Ground 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 this Amended Memorandum of Lease and the Lease as amended will be resolved in favor of the Lease as amended.

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

LANDLORD: City of Malin

TENANT: United States Cellular Operating  
Company of Medford

By: 

By: 

Printed: JOHN D. HUGHTO

Printed: Ash Sumner

Title: MAYOR

Title: Vice President

Date: 3/29/2024

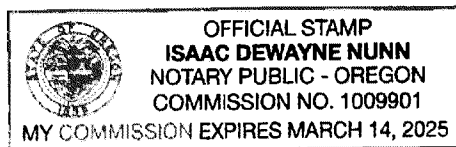
Date: 4/16/24

[NOTARY PAGE TO FOLLOW]

STATE OF Oregon )  
 )  
COUNTY OF Klamath )

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

Given under my hand and seal this 29<sup>th</sup> day of March, 2024.



Isaac Dewayne Nunn

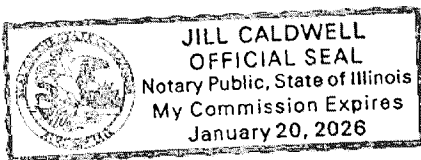
Notary Public

My commission expires March 14<sup>th</sup> 2025

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Austin Summerford, 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 Amended Memorandum of Lease, appeared before me this day in person and acknowledged that, pursuant to their authority, they signed the said Amended Memorandum of Lease as their free and voluntary act on behalf of the named Tenant, for the uses and purposes therein stated.

Given under my hand and seal this 16 day of April, 2024



Jill Caldwell

Notary Public

My commission expires 1-20-26

## **EXHIBIT A-1**

### **PARENT PARCEL 1: (AS PROVIDED)**

LANDLORD'S PARCEL DESCRIPTION A PARCEL OF LAND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED VOLUME M73, PAGE 7735, OF THE KLAMATH COUNTY DEED RECORDS, SITUATED IN SECTION 16, T41S, R12EWM, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF GOVERNMENT LOT 15 OF SAID SECTION 16; THENCE S15°50'E 339.9 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE COUNTY ROAD KNOWN AS DEPOT ROAD; THENCE N71°22'E, ALONG SAID RIGHT OF WAY LINE, 212.66 FEET; THENCE S00°17'39"E 75.95 FEET; THENCE N89°34'E 419.86 FEET TO THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED VOLUME M69, PAGE 586 OF SAID DEED RECORDS, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING N89°34'E 447.7 FEET; THENCE SOUTHERLY, PARALLEL TO THE EAST LINE OF THAT TRACT OF LAND DESCRIBED IN SAID DEED VOLUME M69, PAGE 586, 971.22 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID SECTION 16; THENCE WESTERLY, ALONG SAID SOUTH LINE, 447.7 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN SAID DEED VOLUME M69, PAGE 586; THENCE NORTHERLY, ALONG THE EAST LINE OF SAID TRACT OF LAND, 971.22 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING, CONTAINING 10 ACRES, MORE OR LESS; BEING SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY OF RECORD OR APPARENT. ON THE FACE OF THE LAND.

### **PARENT PARCEL 2:**

PARCEL 2 OF LAND PARTITION 86-05, SITUATED IN THE SE1/4 OF SECTION 16, TOWNSHIP 41 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

Premises;

LEASEHOLD PARCEL (AS SURVEYED):

Situated in the County of Klamath and State of Oregon. Known as being part of the Southwest 1/4 of the Southeast 1/4 of Section 16, Township 41 South, Range 12 East being a 10,000 square foot Lease Parcel over and upon a parcel of land now or formerly conveyed to City of Malin, Oregon as recorded in Volume M82, Page 2025 of Klamath County records (the Parent Parcel) and being more particularly described as follows:

Commencing at the northwest corner of said Parent Parcel as is shown on that Partition Map entitled "Validation Unit of Land as per ORS 92.176 Land Partition 53-08", as recorded in Document No. 2010-3329 of Klamath County records; thence along the north line of said Parent Parcel South 89°56'32" East for a distance of 449.43 feet to a point on the east line of said Parent Parcel; thence along said east line South 00°24'16" West for a distance of 969.07 feet to a point on the south line of said Parent Parcel; thence North 73°03'42" West for a distance of 65.16 feet to the Point of Beginning; thence North 88°46'24" West 100.00 feet to a point; thence North 01°13'36" East for a distance of 100.00 feet to a point; thence South 88°46'24" East for a distance of 100.00 feet to a point; thence South 01°13'36" West for a distance of 100.00 feet to the Point of Beginning. Containing 0.230 acres (10,000 square feet) of land, more or less.

### **30' WIDE ACCESS AND UTILITY EASEMENT AS SURVEYED):**

A THIRTY(30) FOOT WIDE EASEMENT FOR INGRESS/EGRESS AND THE INSTALLATION, OPERATION, AND MAINTENANCE OF UTILITIES OVER/UNDER AND ACROSS ALL THAT PART OF THE A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED VOLUME M73, PAGE 7735, OF THE KLAMATH COUNTY DEED RECORDS, SITUATED IN SECTION 16, T41S, R12EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A REBAR WITH PLASTIC CAP STAMPED "RHINE CROSS GROUP, LLC" MARKING THE NORTHWEST CORNER OF PARCEL 1 AS SHOWN ON A LAND PARTITION LLP 12-17 RECORDED AS INSTRUMENT #2017-8130 IN THE OFFICE OF THE RECORDER OF SAID COUNTY, FROM WHICH A REBAR WITH PLASTIC CAP MARKING THE NORTHEAST CORNER OF SAID PARCEL 1 BEARS SOUTH 88°14'22" EAST, 740.96 FEET ALONG THE NORTHERLY PARCEL LINE THEREOF. THENCE SOUTH 00°24'03" WEST, 746.60 FEET ALONG THE WESTERLY LINE OF SAID PARCEL 1; THENCE LEAVING SAID WESTERLY LINE NORTH 88°46'37" WEST, 104.33 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°46'37" WEST, 30.00 FEET; THENCE NORTH 01°13'23" EAST, 546.95 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00 FEET, THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°10'10", AN ARC DISTANCE OF 101.16 FEET; THENCE SOUTH 89°36'27" EAST, 737.60 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°12'04", AN ARC DISTANCE OF 55.10 FEET; THENCE NORTH 01°11'29" EAST, 81.60 FEET; THENCE SOUTH 88°14'22" EAST, 30.01 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF 3RD STREET; THENCE ALONG SAID WESTERLY RIGHT OF WAY SOUTH 00°11'29" WEST, 146.01 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY NORTH 89°36'27" WEST ALONG THE NORTH LINE OF PARCEL 2 AND THE WESTERLY PROLONGATION THEREOF, AS SHOWN ON A LAND PARTITION LLP 12-17, 802.83 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°10'10", AN ARC DISTANCE OF 54.47 FEET; THENCE SOUTH 01°13'23" WEST, 546.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 46582 SQUARE FEET (1.07 ACRES) OF LAND, MORE OR LESS.