

2024-007737

Klamath County, Oregon

09/04/2024 12:13:02 PM

Fee: \$122.00

Prepared by and Return to:

American Tower

10 Presidential Way

Woburn, MA 01801

Attn: Land Management/Nicholas Mason, Esq.

ATC Site No: 415448

ATC Site Name: KLF BONANZA OR

Assessor's Parcel No(s): R-3911-00000-01200-000

Prior Recorded Lease Reference:

Document No. 2015-010118

State of OR

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 **Hammerich, Inc.**, a Oregon corporation, ("**Landlord**") and **Cellco Partnership d/b/a Verizon Wireless**, a Delaware limited partnership ("**Tenant**").

WHEREAS, 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/or maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has 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; and

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 March 1, 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 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**.

Site No: 415448

Site Name: KLF BONANZA OR

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 August 31, 2061. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any 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. **Expanded Lease Area/ Additional Areas.** The Landlord has granted to Tenant an Expanded Lease Area /Additional Areas by approximately one thousand (1,000) square feet as depicted and/or described on **Exhibit B** attached hereto and by this reference made a part hereof.
6. **Right of First Refusal.** There is a right of first refusal in the Lease.
7. **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.
8. **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: NANCY HAMMERICH, 28989 CASEBEER RD, BONANZA, OR 97623-9734; to Tenant at: Attn: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; and also 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.
9. **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.

10. **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.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD

Hammerich, Inc.,

Signature: Nancy L. Hammerich
Print Name: Nancy L. Hammerich
Title: Secretary
Date: 8-8-24

2 WITNESSES

Signature: Frank Hayes
Print Name: Frank Hayes
Signature: Joshua Harker
Print Name: Joshua Harker

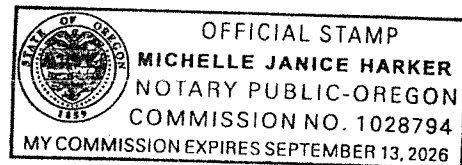
WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Oregon
County of Clatsop

On this 8 day of August, 2024, before me, the undersigned Notary Public, personally appeared **Nancy L. Hammerich**, as Secretary of Hammerich, Inc. 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.

Michelle Janice Harker
Notary Public
Print Name: Michelle Janice Harker
My commission expires: 9/13/26



[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

2 WITNESSES

Hammerich, Inc.,
a Oregon corporation,

Signature: Walter P. Hammerich

Print Name: Walter P. Hammerich

Title: President

Date: 8-8-24

Signature: Frank Hayes

Print Name: Frank Hayes

Signature: Joshua Harker

Print Name: Joshua Harker

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Oregon

County of Clatsop

On this 8 day of August, 2024, before me, the undersigned Notary Public, personally appeared **Walter P. Hammerich**, as President of Hammerich, Inc. 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.

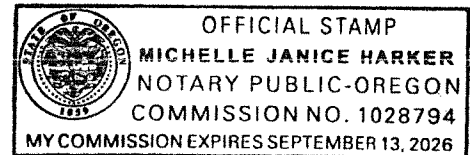
WITNESS my hand and official seal.

Michelle Janice Harker

Notary Public

Print Name: Michelle Janice Harker

My commission expires: 9-13-26



[SEAL]

TENANT

Cellco Partnership d/b/a Verizon Wireless
a Delaware limited partnership

By: ATC Sequoia LLC, a Delaware limited liability
company

Title: Attorney-in-Fact

Signature: _____

Print Name: Richard P. Palermo

Title: Senior Counsel, US Tower

Date: 9/13/24

WITNESS

Signature: _____

Print Name: Miyah Kay

Signature: _____

Print Name: Evan Lewis

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

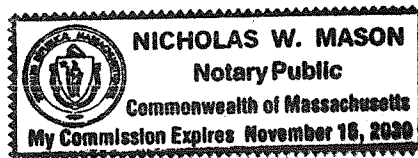
On this 3rd day of September, 2024, before me, the undersigned Notary Public,
personally appeared Richard P. Palermo, Senior Counsel, US Tower, who proved to me on the basis of
satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that 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.

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.

LOTS 2, 3, 4 AND SW 1/4 NE 1/4, S 1/2 NW 1/4, SW 1/4 AND W 1/2 SE 1/4 OF SECTION 4 IN TOWNSHIP 39 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

PARCEL ID: 793172 (MAP/TAX LOT: 3911-00000-01200)

THIS BEING A PORTION OF THE PROPERTY CONVEYED TO HAMMERICH, INC., AN OREGON CORPORATION FROM WALT HAMMERICH AND NANCY HAMMERICH AS TENANTS BY THE ENTIRETY IN A DEED DATED MAY 14, 2008 AND RECORDED MAY 16, 2008 AS INSTRUMENT NO. 2008-007259 IN KLAMATH, OR.

AND ALSO PARCEL IDs: 1474 and 605387

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 PORTION OF THE HAMMERICH, INC., AN OREGON CORPORATION TRACT LYING AND BEING SITUATED IN THE SW 1/4 NE 1/4, S 1/2 NW 1/4, SW 1/4 AND W 1/2 SE 1/4 OF SECTION 4 IN TOWNSHIP 39 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, AS RECORDED IN INSTRUMENT NO. 2008-007259 IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" REBAR MARKING THE SE CORNER OF SAID HAMMERICH, INC., AN OREGON CORPORATION TRACT (PARCEL ID: 793172); THENCE N 00°17'09" E A DISTANCE OF 1262.33 FEET TO A FOUND MAG NAIL IN ROCK MARKING THE NW CORNER OF PARCEL ID 1508; THENCE N 60°17'25" W A DISTANCE OF 290.22 FEET TO THE POINT OF BEGINNING; THENCE S 59°50'50" W A DISTANCE OF 60.00 FEET TO A POINT; THENCE N 30°09'10" W A DISTANCE OF 60.00 FEET TO A POINT; THENCE N 59°50'50" E A DISTANCE OF 60.00 FEET TO A POINT; THENCE S 30°09'10" E A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.08 ACRES± (3600.0 SQ. FT.) 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:

A PORTION OF THE HAMMERICH, INC., AN OREGON CORPORATION TRACT LYING AND BEING SITUATED IN THE SW 1/4 NE 1/4, S 1/2 NW 1/4, SW 1/4 AND W 1/2 SE 1/4 OF SECTION 4 IN TOWNSHIP 39 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, AS RECORDED IN INSTRUMENT NO. 2008-007259 IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" REBAR MARKING THE SE CORNER OF SAID HAMMERICH, INC., AN OREGON CORPORATION TRACT (PARCEL ID: 793172); THENCE N 00°17'09" E A DISTANCE OF 1262.33 FEET TO A FOUND MAG NAIL IN ROCK MARKING THE NW CORNER OF PARCEL ID 1508; THENCE N 60°17'25" W A DISTANCE OF 290.22 FEET TO A POINT; THENCE S 59°50'50" W A DISTANCE OF 60.00 FEET TO A POINT; THENCE N 30°09'10" W A DISTANCE OF 60.00 FEET TO A POINT; THENCE N 59°50'50" E A DISTANCE OF 17.59 FEET TO THE POINT OF BEGINNING OF AN EASEMENT 30.00 FEET IN WIDTH AND LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE N 48°03'34" W A DISTANCE OF 83.15 FEET TO A POINT; THENCE S 31°47'48" W A DISTANCE OF 96.94 FEET TO A POINT; THENCE S 14°37'44" W A DISTANCE OF 187.05 FEET TO A POINT; THENCE S 25°17'02" W A DISTANCE OF 119.09 FEET TO A POINT; THENCE S 11°46'06" W A DISTANCE OF 119.08 FEET TO A POINT; THENCE S 03°15'10" W A DISTANCE OF 234.39 FEET TO A POINT; THENCE S 20°56'40" W A DISTANCE OF 294.43 FEET TO A POINT; THENCE S 12°47'19" W A DISTANCE OF 532.55 FEET TO A POINT; THENCE S 17°26'16" E A DISTANCE OF 133.76 FEET TO A POINT; THENCE S 08°19'17" W A DISTANCE OF 353.40 FEET TO A POINT; THENCE S 00°44'17" W A DISTANCE OF 607.52 FEET TO A POINT; THENCE S 08°40'42" W A DISTANCE OF 258.45 FEET TO A POINT; THENCE S 01°49'15" W A DISTANCE OF 105.42 FEET TO A POINT; THENCE S 05°02'59" W A DISTANCE OF 84.05 FEET TO A POINT; THENCE S 05°56'22" W A DISTANCE OF 547.51 FEET TO A POINT; THENCE S 18°40'46" W A DISTANCE OF 181.39 FEET TO A POINT; THENCE S 04°21'27" W A DISTANCE OF 532.47 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF DAIRY BONANZA HIGHWAY (HIGHWAY 70) AND THE POINT OF ENDING. CONTAINING 3.08 ACRES± (134119.8 SQ. FT.) MORE OR LESS.

EXHIBIT B

DESCRIPTION, DESIGNATION AND/OR DEPICTION OF EXPANDED LEASE AREA

The square footage of the Expanded Lease Area shall be the greater of 1,000 square feet or the legal description or depiction below (if any).

Expanded Lease Area:

A PORTION OF THE HAMMERICH, INC., AN OREGON CORPORATION TRACT LYING AND BEING SITUATED IN THE SW 1/4 NE 1/4, S 1/2 NW 1/4, SW 1/4 AND W 1/2 SE 1/4 OF SECTION 4 IN TOWNSHIP 39 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, AS RECORDED IN INSTRUMENT NO. 2008-007259 IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" REBAR MARKING THE SE CORNER OF SAID HAMMERICH, INC., AN OREGON CORPORATION TRACT (PARCEL ID: 793172); THENCE N 00°17'09" E A DISTANCE OF 1262.33 FEET TO A FOUND MAG NAIL IN ROCK MARKING THE NW CORNER OF PARCEL ID 1508; THENCE N 60°17'25" W A DISTANCE OF 290.22 FEET TO A POINT; THENCE S 59°50'50" W A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE S 59°50'50" W A DISTANCE OF 16.67 FEET TO A POINT; THENCE N 30°09'10" W A DISTANCE OF 60.00 FEET TO A POINT; THENCE N 59°50'50" E A DISTANCE OF 16.67 FEET TO A POINT; THENCE S 30°09'10" E A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.02 ACRES± (1000.0 SQ. FT.) MORE OR LESS.

[END OF EXHIBIT B]