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Fee: \$112.00

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: Klamath Falls  
Site Number: 349343  
County: Klamath  
State: Oregon

**MEMORANDUM OF REINSTATEMENT OF AND AMENDMENT NUMBER TWO TO  
GROUND LEASE**

**THIS MEMORANDUM OF REINSTATEMENT OF AND AMENDMENT NUMBER TWO TO GROUND LEASE** (“Amendment Two Memorandum”) dated as of the latter of the signature dates of the parties hereto below (the “Effective Date”) is made and entered into by and between LD Acquisition Company 8 LLC, a Delaware limited liability company, hereinafter referred to as “Landlord,” and United States Cellular Operating Company of Medford, an Oregon corporation, hereinafter referred to as “Tenant”.

**WITNESSETH:**

1. Landlord’s predecessor-in-interest and Tenant entered into a Ground Lease dated the November 20, 2001, as modified by that certain Amendment Number One to Ground Lease dated the March 15, 2009 (collectively, the “Lease”) to lease a certain portion (“Premises”) of real property, which real property (“Property”) is located at Township 38 South, Range 8 East, Willamette Meridian, Klamath County, Oregon, and which Property is legally described in Exhibit A attached hereto and by this reference incorporated herein.

2. Landlord’s predecessor in interest and Tenant executed a “Memorandum of Lease” dated November 20, 2001, and recorded on October 25, 2002 as Volume M02, page 60926 to 60928 to evidence the Lease for the purpose of placing the same of record in the County Clerk’s Office for Klamath County, State of Oregon (hereinafter referred to as the “Memorandum of Lease”).

3. Columbia Community Bank Corporation became successor in interest to the Property through a TRUSTEE’S DEED dated 18<sup>th</sup> day of March 2011 (“Prior Owner”) and assigned all of its right, title and interest in and to the Ground Lease to LD Holdings LLC, a Delaware limited liability company (“LDH”), pursuant to that certain Easement and Assignment of Lease

Agreement, dated December 21, 2011, and recorded on November 16, 2012, at Document No. 2012-012763, whereby Prior Owner granted LDH an exclusive easement for leasing space on the Property to telecommunications tenant(s) and uses associated with the rights of telecommunications tenants under such leases (the "Easement"), together with a non-exclusive easement in, to and under the Property for ingress and egress to the Easement area, in conjunction with Prior Owner's assignment of the Ground Lease, as further assigned by LDH to Landlord, pursuant to that certain Assignment of Easement and Assignment of Leases and Rents Agreement, dated March 28, 2012, and recorded on February 19, 2015, at Document No. 2015-001469, both recordings recorded in Klamath County, Oregon.

4. The Lease expired on December 31, 2023.

5. Landlord and Tenant desire to execute this Amendment Two Memorandum to evidence the Reinstatement of and Amendment Number Two to Ground Lease dated 11.19 2024 by and between Landlord and Tenant ("Amendment Two") 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.

6. Landlord and Tenant agree that the Lease is hereby reinstated in its entirety and is ratified and affirmed in all respects as if the Lease never expired. The Lease is in full force and effect.

7. The term of the Lease is extended for an additional term of five (5) years commencing on January 1, 2024. Amendment Two further provides that such additional five (5) year term shall automatically extend for two additional five (5) year renewal terms upon the same terms and conditions of the Lease which shall automatically extend unless Tenant gives Landlord written notice of Tenant's intention to terminate the Lease at least sixty (60) days before the expiration the then current five (5) year term or renewal terms.

8. Within thirty (30) days after Tenant's recordation of this Amendment Two Memorandum, Tenant will provide Landlord with a copy of the recorded Amendment Two Memorandum.

9. This Amendment Two Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. . Any conflict between the provisions of this Amendment Two Memorandum and the Lease will be resolved in favor of the Lease.

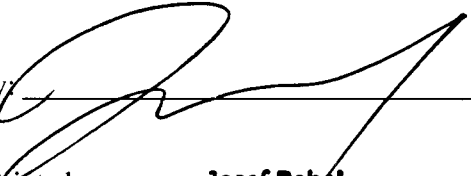
**IN WITNESS WHEREOF**, the Landlord and Tenant hereto have caused this Amendment Two Memorandum to be executed by their duly authorized officers as of the Effective Date.


LANDLORD:

TENANT:

LD Acquisition Company 8 LLC,  
a Delaware limited liability company

United States Cellular Operating Company of  
Medford

By:   
Printed: Josef Bobek

By:   
Printed: Justin Sumner

Title: Authorized Signatory


Title: VP

Date: November 19, 2024

Date: 10/1/24

STATE OF California )  
COUNTY OF Los Angeles )  
SS

WITNESS my hand and official seal.

Signature 

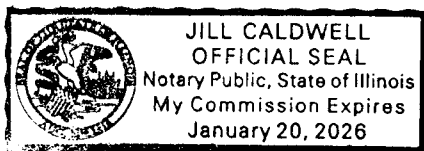


STATE OF ILLINOIS                    )  
  )  
COUNTY OF COOK                    )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Austin Summerville, 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 Amendment Two Memorandum, 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 corporation, for the uses and purposes therein stated.

Given under my hand and seal this 1 day of October, 2024

Jill Caldwell  
Notary Public  
My commission expires 1-20-26



## EXHIBIT A

### Property:

#### LEGAL DESCRIPTION OF THE PROPERTY

##### PARCEL 1:

A parcel of land lying in the Southeast quarter of the Northeast quarter of Section 36, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Commencing at the Southeast corner of said Section 36, that point bears South 01°04'29" West 5289.55 feet from the Northeast corner of said Section 36; thence North 08°17'00" West 3412.46 feet to the TRUE POINT OF BEGINNING of this description; thence North 39°21'32" East 167.07 feet; thence North 80°38'28" West 167.07 feet; thence South 20°38'28" West 167.07 feet to the true point of beginning, said point being South 17°10'28" West 2000.99 feet from the Northeast corner of said Section 36. Basis of bearings is Grid North, based on the Oregon State Plane Coordinate System (1983), South Zone.

##### PARCEL 2:

A 30.00 foot wide access easement located over an existing gravel road, lying in the East half of Section 36, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon and lying 15.00 feet on each side of the following described centerline:

Commencing at the Northwest corner of Lot 134, Tract 1461-THE WOODLANDS-PHASE 3, a duly recorded subdivision on file at the Klamath County Surveyors Office, that point being North 44°11'58" West 2973.25 feet from the Southeast corner of said Section 36; thence along the boundary of Tract 1461-THE WOODLANDS-PHASE 3, South 64°16'03" West 21.00 feet to the centerline of Orange Blossom Drive and the TRUE POINT OF BEGINNING of this description; thence North 31°00'13" West 71.92 feet; thence North 00°31'01" West 59.20 feet; thence North 45°31'37" East 164.65 feet; thence North 46°04'14" East 41.18 feet; thence North 45°20'57" East 138.16 feet; thence North 55°58'40" East 148.94 feet; thence North 83°09'21" East 66.68 feet; thence South 70°17'03" East 237.81 feet; thence South 71°53'21" East 220.89 feet; thence South 62°30'33" East 406.94 feet; thence South 55°36'27" East 169.76 feet; thence South 51°26'21" East 275.59 feet; thence South 42°52'22" East 293.30 feet; thence South 37°43'30" East 184.53 feet; thence South 75°19'43" East 26.61 feet; thence North 27°50'57" East 43.08 feet; thence North 03°02'37" West 297.29 feet; thence North 06°37'53" West 171.07 feet; thence North 03°05'35" West 117.55 feet; thence North 08°34' 11" East 56.37 feet; thence North 28°55'12" East 110.25 feet; thence North 15°13'53" East 91.45 feet; thence North 12°53'59" East 400.35 feet; thence North 07°03'53" East 169.53 feet; thence South 86°19'22" West 106.97 feet; thence North 77°44'14" West 49.41 feet; thence North 64°22'57" West 134.76 feet; thence North 57°20'33" West 33.35 feet; thence North 46°32'39" West 46.89 feet; thence North 36°52'30" West 256.25 feet; thence North 35°50'21" West 31.99 feet; thence North 35°38'20" East 61.37 feet to a point on the boundary of the Wynne Broadcasting Lease Area, said point being South 17°57'03" West 1966.82 feet from the Northeast corner of said Section 36, with sidelines extended or shortened to terminate on the beginning and ending lines. Basis of bearings is Grid North, based on the Oregon State Plane Coordinate System (1983), South Zone.

Tax Parcel No. 3808-03600-00400-000, 3808-03600-00400-A01, 3808-03600-00400-A02

