

Prepared by and return to:  
USCOC of Washington-4, Inc.  
Attention: Real Estate Legal  
8410 W. Bryn Mawr Ave.  
Chicago, IL 60631

Site Name: McCleary  
Site Number: 378314  
County: Grays Harbor  
State: WA

### **MEMORANDUM OF LEASE**

**THIS MEMORANDUM OF LEASE** is made and entered into by and between City of McCleary, a municipal corporation, whose address is 100 S. Third St., McCleary, WA 98557, hereinafter referred to as "Landlord", and USCOC of Washington-4, Inc., a Delaware corporation, whose address is Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois, 60631, hereinafter referred to as "Tenant."

### **WITNESSETH:**

**WHEREAS**, the Landlord and Tenant are parties to a lease that will expire on September 30, 2023 in which Landlord granted Tenant certain rights to lease a portion of the Landlord's property and a Memorandum of Ground Lease was recorded on December 3, 2003 recording No: 2003-12030030 in the Grays Harbor County Clerk's Office; and,

**WHEREAS**, by the terms of a certain Ground Lease, entered into on the \_\_\_\_ of \_\_\_\_\_, 2022, ("the Lease"), the Landlord granted Tenant the right to extend its right to lease said 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 Grays Harbor County, State of Washington.

**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 right 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 will commence on October 1, 2024 and will run 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 twenty (20) successive five (5) year renewal terms upon the terms and conditions more particularly as set forth in the Lease.
2. 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.
3. 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.
4. 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: City of McCleary

TENANT: USCOC of Washington-4, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that \_\_\_\_\_, 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 their authority, signed the said Memorandum as their free and voluntary act on behalf of City of McCleary, for the uses and purposes therein stated.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that \_\_\_\_\_, Vice President for USCOC of Washington-4, Inc., 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

## EXHIBIT A

### Legal Description of Premises

#### LEASEHOLD PARCEL:

That portion of the northeast quarter of the northwest quarter of Section 13, Township 18 North, Range 5 West, Willamette Meridian in Grays Harbor County, Washington described as follows: Commencing at the northwest corner of said Section 13 as monumented by a found 1/2" rebar; thence South 80°32'25" East, 2269.73 feet to a found 5/8" rebar and the true point of beginning; thence South 02°33'59" West, 69.64 feet to an existing chainlink fence; thence North 88°38'29" West, 64.39 feet to the southwest corner thereof; thence North 01°31'14" West, along said fence, 70.75 feet; thence South 87°47'12" East, 69.42 feet to the true point of beginning.

#### ACCESS AND UTILITY EASEMENT

A 20 foot wide Access and Utility Easement, the centerline of which is described as follows: Commencing at the southwest corner of the proposed lease area; thence S 88°38'29" E, along the south line thereof, 13.22 feet to the true point of beginning of the centerline to be described; thence along an existing roadway the following courses: S 02°20' E, 36.1 feet; 38.2 feet along the arc of a 30.00 foot radius curve to the right (the long chord of which bears S 34°08'06" W, 35.66'); S 70°36' W, 68.2 feet; S 62°32' W, 51.21 feet; S 55°58' W, 31.0 feet; S 29°13'30" W, 45.76 feet; and S 17°23' W, 126 feet to the center of the existing roadway described in easement document 2003-11030001; thence southerly along said centerline approximately 1200 feet to Cedar Street.

#### UTILITY EASEMENTS

A 10 foot wide Utility Easement, the centerline of which is described as follows:

Commencing at the northwest corner of the proposed lease area; thence S 01°31'14" E, along the west line thereof, 25.75 feet to the true point of beginning of the line to be described; thence S 60°14'41" W, 26.7 feet to an existing light pole; thence S 78°07'33" W, 119.0 feet to an existing utility pole; thence continue S 78°07'33" W, 3.0 feet.

A 5 foot wide Utility Easement, the east line of which is described as follows:

Commencing at the northwest corner of the proposed lease area; thence S 01°31'14" E, along the west line thereof, 12 feet to the true point of beginning of the line to be described; thence continue S 01°31'14" E, along the west line thereof, 10 feet.