

Parcel 04072700200-000

Prepared by and return to:
Oregon RSA #2, Inc.
Attention: Real Estate Legal
8410 W. Bryn Mawr Ave.
Chicago, IL 60631

Site Name: Wind River
Site Number: 385451
County: Skamania
State: WA

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into by and between Skamania County, a political subdivision of the State of Washington, by and through its property manager the Port of Skamania County, having an address at PO Box 1099, Stevenson, Washington 98648, hereinafter referred to as "Landlord", and Oregon RSA #2, Inc., an Oregon corporation, whose address is Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois, 60631, hereinafter referred to as "Tenant."

WITNESSETH:

WHEREAS, by the terms of a certain Ground Lease, entered into on the 12th of AUGUST, 2014, ("the Lease"), the Landlord granted Tenant the option to lease certain 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 Auditor's Office for Skamania 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 option 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:

★ US Cellular

1. The Lease gives Tenant the option to lease the Premises, exercisable at Tenant's sole discretion, for a period of twelve (12) months commencing on the ____ day of _____, 2014. Tenant may, at its sole discretion, extend the option term for an additional six (6) months.
2. In the event Tenant exercises the option to lease the Premises, in its sole discretion, then the Landlord shall lease the Premises to the Tenant for an initial lease term of five (5) years commencing on the date that Tenant begins construction. The Lease provides for renewal terms that may extend the term of the lease for up to five (5) additional five (5) year terms which may be exercised upon the terms and conditions more particularly as set forth in the Lease.
3. If Tenant exercises the option to lease the Premises, then 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.
4. 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 or non-governmental 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.
5. 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 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: Skamania County

TENANT: Oregon RSA #2 Inc.

By: _____

By: _____

Printed: Christopher Brong

Printed: Narothum Saxena

Title: Chair, Board of Commissioners

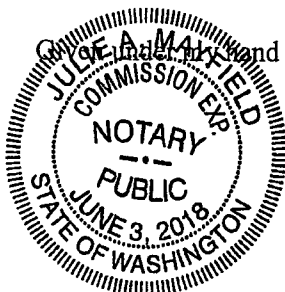
Title: Vice President

Date: 8/19/14

Date: 9.10.14

STATE OF Washington
 COUNTY OF Skamania

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that John McSherry, 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 Port of Skamania, for the uses and purposes therein stated.

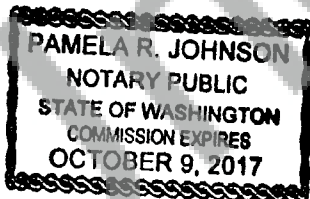


Given under my hand and seal this 12th day of August, 2014.
Julie A. Mayfield
 Notary Public
 My commission expires 6-3-18

STATE OF Washington
 COUNTY OF Skamania

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Christopher Brann, 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 Skamania County, for the uses and purposes therein stated.

Given under my hand and seal this 19th day of August, 2014.



Pamela R. Johnson
 Notary Public
 My commission expires 10/9/17

PROPERTY MANAGER:
Port of Skamania County

By: [Signature]

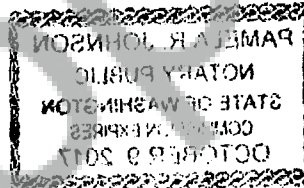
Printed: JENN MCSHERRY

Title: Executive Director

Date: 8/12/14

APPROVED AS TO FORM:

By: [Signature]
Prosecutor, Skamania County

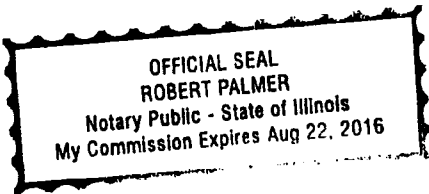


STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Ivarothum Saxena, Vice President for Oregon RSA #2 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 corporation, for the uses and purposes therein stated.

Given under my hand and seal this 10 day of September, 2014.

Robert Palmer
Notary Public
My commission expires 8/22/16



Unofficial Copy

EXHIBIT A**Legal Description of Premises**

THAT PORTION OF GOVERNMENT LOTS 13 AND 16 AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 7 EAST, W. M. SKAMANIA COUNTY, WASHINGTON, THE SITE BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER MONUMENTED AND DEPICTED ON RECORD OF SURVEY BOOK 2 OF SURVEYS, PAGE 44 RECORDS OF SAID COUNTY, AND AS FOUND AND DEPICTED ON THE BUREAU OF LAND MANAGEMENT'S DEPENDENT RESURVEY OF SAID SECTION IN 1999; THENCE NORTH 1°05'11" WEST 655.75 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AS MOUNMENTED ON SAID RESURVEY; THENCE NORTH 1°05'11" WEST 207.63 FEET; THENCE SOUTH 89°31'58" EAST 500.51 FEET; THENCE NORTH 89°50'00" EAST 342.23 FEET; THENCE SOUTH 87°16'00" EAST 119.27 FEET; THENCE NORTH 12°37'50" EAST 70.71 FEET; THENCE SOUTH 77°22'10" EAST 8.00 TO THE TRUE POINT OF BEGINNING OF THE SITE; THENCE NORTH 12°37'50" EAST 37.50 FEET; THENCE SOUTH 77°22'10" EAST 75.00 FEET; THENCE SOUTH 12°37'50" WEST 75.00 FEET; THENCE NORTH 77°22'10" WEST 75.00 FEET; THENCE NORTH 12°37'50" EAST 37.50 FEET TO THE SAID TRUE POINT OF BEGINNING.

CONTAINING 5625 SQUARE FEET.

TOGETHER WITH AN EASEMENT FOR ACCESS AND UTILITIES, BEING 16 FEET IN WIDTH, CENTERED ON A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT HERETOFORE DESCRIBED "TRUE POINT OF BEGINNING" OF THE SITE; THENCE NORTH 77°22'10" WEST 8.00 FEET; THENCE SOUTH 12°37'50" WEST 70.71 FEET; THENCE NORTH 87°16'00" WEST 119.27 FEET; THENCE NORTH 89°50'00" WEST 342.23 FEET; THENCE NORTH 89°31'58" WEST 500.51 FEET; THENCE NORTH 89°31'58" WEST 704.03 FEET; THENCE NORTH 0°21'02" EAST 1546.41 FEET MORE OR LESS TO THE RIGHT OF WAY OF A PUBLIC ROAD KNOWN AS MARTHA CREEK ROAD, AND THE END OF SAID EASEMENT.

ALSO TOGETHER WITH AN EASEMENT FOR UTILITIES, BEING 10 FEET IN WIDTH, CENTERED ON A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT NORTHWEST CORNER OF THE HERETOFORE DESCRIBED SITE; THENCE SOUTH 12°37'50" WEST 5.00 FEET TO THE TRUE POINT OF BEGINNING OF THE EASEMENT CENTERLINE; THENCE NORTH 77°22'10" WEST 6.03 FEET; THENCE NORTH 12°39'53" EAST 106.39 FEET; THENCE NORTH 37°31'00" WEST 112.70 FEET; THENCE NORTH 53°12'17" WEST 113.77 FEET TO A POINT HEREAFTER REFERRED TO AS "POINT A"; THENCE NORTH 82°24'09" WEST 225.67 FEET; THENCE SOUTH 89°09'56" WEST 314.82 FEET TO A POINT HEREAFTER REFERRED TO AS "POINT B"; THENCE NORTH 0°50'04" WEST 13.38 FEET TO THE CENTER OF AN EXISTING POWER TRANSFORMER AND THE END OF SAID EASEMENT.

ALSO TOGETHER WITH AN EASEMENT FOR UTILITIES, BEING 10 FEET IN WIDTH, CENTERED ON A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT HERETOFORE DESCRIBED "POINT A"; THENCE NORTH 26°19'09" EAST 98.48 FEET TO A POINT THAT IS FIVE FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 89°51'21" EAST PARALLEL TO SAID NORTH LINE 408.75 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE END OF SAID EASEMENT.

ALSO TOGETHER WITH AN EASEMENT FOR UTILITIES, BEING 10 FEET IN WIDTH, CENTERED ON A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT HERETOFORE DESCRIBED "POINT B"; THENCE NORTH 89°09'56" WEST 335.64 FEET; THENCE NORTH 01°05'11" WEST 1101.04 FEET; THENCE NORTH 89°36'17" WEST 1166.44 FEET; THENCE SOUTH 48°55'44" WEST 278.55 FEET TO THE EASTERLY RIGHT OF WAY OF A PUBLIC ROAD KNOWN AS HEMLOCK ROAD AND THE END OF SAID EASEMENT.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS, AND RESTRICTIONS OF RECORD AND IN VIEW.