

WHEN RECORDED RETURN TO:

Crown Castle MU LLC
8020 Katy Freeway
Houston, Texas 77024

Prepared by:
Parker Legal Group, PC
600 West Broadway, Suite 700
San Diego, California 92101

Space above this line for Recorder's Use

APN: 128436
Alt. APN: R4415 01600

Prior recorded documents in Yamhill County, Oregon:
April 7, 2000, at #200004740

**MEMORANDUM OF AMENDMENT TO
OPTION AND SITE LEASE AGREEMENT**

This Memorandum of Amendment to Option and Site Lease Agreement ("Memorandum") is made effective this 25 day of May, 2023 by and between YAMHILL COUNTY, a duly organized County and Political Subdivision of the State of Oregon ("Landlord"), with a mailing address of 535 East 5th Street, McMinnville, Oregon 97128, and CROWN CASTLE MU LLC, a Delaware limited liability company ("Tenant"), with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

1. Landlord and U S West Wireless, L.L.C., a Delaware limited liability company, ("Original Tenant") entered into that certain Option and Site Lease Agreement dated December 29, 1999, together with that Addendum to Option and Site Lease Agreement dated December 27, 1999 (collectively, the "Agreement"), a Short Form of Lease of which was recorded in the official records of Yamhill County, Oregon (the "Official Records") on April 7, 2000 at Instrument No. 200004740, whereby Original Tenant leased certain real property, together with access and utility easements, located in Yamhill County, Oregon from Landlord (the "Site"), all located within certain real property owned by Landlord ("Landlord's Property"). Landlord's Property, of which the Site is a part, is more particularly described on Exhibit A attached hereto.

2. Crown Castle MU LLC is currently the tenant under the Agreement as successor in interest to Original Tenant.

3. The Site may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto.

4. The Agreement provided for a twenty-five (25) year term that commenced on January 6, 2000 and expires on January 5, 2025.

5. Landlord and Tenant have entered into a First Amendment to Option and Site Lease Agreement (the "First Amendment"), of which this is a Memorandum, providing for four (4)

additional terms of five (5) years each (each a "Renewal Term"). Pursuant to the First Amendment, the final Renewal Term expires on January 5, 2045.

6. By the First Amendment, Landlord granted to Tenant the option to expand the Site by up to an additional four hundred fifty (450) square feet of real property adjacent to the existing Site. Additional details of the foregoing expansion option are set forth in the First Amendment.

7. By the First Amendment, Landlord granted to Tenant a right of first refusal to purchase all, or a portion, of the Site, the details of which are set forth in the First Amendment.

8. If requested by Tenant, Landlord will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Site, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant's absolute discretion to utilize the Site for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Landlord agrees to be named applicant if requested by Tenant. In furtherance of the foregoing, Landlord hereby appoints Tenant as Landlord's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Landlord's behalf. Landlord shall be entitled to no further consideration with respect to any of the foregoing matters.

9. In the event of any inconsistency between this Memorandum and the First Amendment, the First Amendment shall control.

10. The terms, covenants and provisions of the First Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

11. This Memorandum does not contain the social security number of any person.

12. A copy of the First Amendment is on file with Landlord and Tenant.

[Execution Pages Follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Landlord and Tenant have caused this Memorandum to be duly executed on the date this Memorandum is fully executed.

LANDLORD:

YAMHILL COUNTY,
a duly organized County and Political
Subdivision of the State of Oregon

Lindsay Berschauer

By: _____
Print Name: Lindsay Berschauer
Print Title: Chair
Date: 5.25.23

State of OREGON

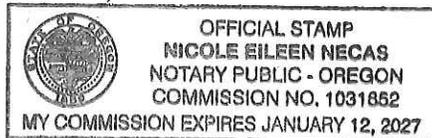
County of Yamhill

This record was acknowledged before me on June 1, 2023 by
Lindsay Berschauer as Commissioner, of YAMHILL COUNTY,
a duly organized County and Political Subdivision of the State of Oregon.

Nicole Necas

Notary Public – State of Oregon

[Tenant Execution Page Follows]



TENANT:
CROWN CASTLE MU LLC,
a Delaware limited liability company

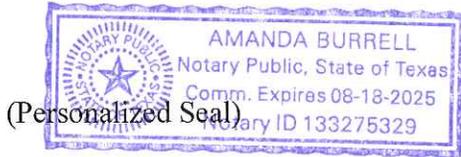
By: [Signature]
Print Name: Tara Groda
Print Title: Sr. Mgr Ntl RE Ops
Date: 5-10-2023

State of Texas

County of HARRIS

Before me, Amanda Burrell, a Notary Public, on this day personally appeared Tara Groda, Sr. Manager National RE Ops of **CROWN CASTLE MU LLC**, a Delaware limited liability company, known to me (or proved to me on the oath of Tara Groda or through driver's license, state id card, resident id card, military id card, or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10 day of MAY, 2023.



[Signature]
Notary Public's Signature

EXHIBIT A
(Legal Description of Landlord's Property)

PARCEL 1:

PART OF THE MADISON MALONE AND WIFE DONATION LAND CLAIM #49 IN SECTION 15, TOWNSHIP 4 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON DESCRIBED AS FOLLOWS:

BEGINNING AT A STAKE SET ON THE EAST LINE OF SAID DONATION LAND CLAIM AND AT A POINT NORTH 32' EAST 36.086 CHAINS FROM THE SOUTHEAST CORNER OF SAID CLAIM; THENCE NORTH 32' EAST ALONG THE EAST LINE OF SAID CLAIM, 9.920 CHAINS TO A STAKE SET AT THE SOUTHEAST CORNER OF THE MILLER TRACT; THENCE NORTH 89° 33' WEST ALONG THE SOUTH LINE OF SAID MILLER TRACT; 22.755 CHAINS TO AN IRON PIPE SET IN THE CENTER OF THE COUNTY ROAD NOW THERE; THENCE SOUTH 38° 23' WEST ALONG THE CENTER LINE OF SAID COUNTY ROAD, 12.858 CHAINS TO AN IRON PIPE; THENCE EAST 30.646 CHAINS TO THE PLACE OF BEGINNING.

EXCEPT THAT PORTION OF THE PREMISES LYING SOUTH OF THE NORTHERLY MARGIN OF THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY.

FURTHER EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PORTION: BEGINNING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED REAL PREMISES AT THE IRON PIPE SET IN THE CENTER OF THE COUNTY ROAD NOW THERE, AND PROCEEDING THENCE EAST 400 FEET TO A POINT; THENCE NORTH 80 FEET TO A POINT; THENCE NORTHWESTERLY APPROXIMATELY 265 FEET TO A POINT IN THE CENTER OF SAID COUNTY ROAD AND ON THE WEST LINE OF THE ABOVE DESCRIBED REAL PROPERTY WHICH IS 250 FEET NORTHEAST OF THE POINT OF BEGINNING; THENCE SOUTHWEST ALONG THE CENTER OF SAID COUNTY ROAD AND THE WEST LINE OF THE ABOVE DESCRIBED TRACT OF REAL PROPERTY TO THE POINT OF BEGINNING.

PARCEL 2:

BEING PART OF THE MADISON MALONE DONATION LAND CLAIM, NOTIFICATION NO. 1226, CLAIM NO. 49, IN TOWNSHIP 4 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN, YAMHILL COUNTY, STATE OF OREGON, SAID PART BEING BOUNDED AS FOLLOWS, TO-WIT:

BEING PART OF LOT NO. 6 AS SAME IS DESCRIBED IN COUNTY SURVEY NO. 2442, OF LAND SURVEYS OF SAID YAMHILL COUNTY, STATE OF OREGON, AND SAID PART PARTICULARLY BOUND AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 6 OF SAID COUNTY SURVEY NO. 2442, IN THE CENTER OF THE STATE HIGHWAY; THENCE RUNNING EAST ALONG THE LINE BETWEEN LOTS NO. 5 AND 6 IN SAID COUNTY SURVEY ABOVE NAMED 23.152 CHAINS TO THE WEST MARGIN OF THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY; THENCE SOUTH 57° 08' WEST ALONG WEST MARGIN OF SAID RAILROAD RIGHT OF WAY, 5.43 CHAINS TO IRON PIPE; THENCE WEST 20.925 CHAINS TO WEST LINE OF SAID LOT NO. 6 ABOVE NAMED, IN CENTER OF SAID STATE HIGHWAY;

THENCE NORTH 38° 23' EAST ALONG WEST LINE OF SAID LOT 6 ABOVE NAMED 3.76 CHAINS TO PLACE OF BEGINNING.

PARCEL 3:

BEING A PART OF THE MADISON MALONE D.L.C. NOTIFICATION #1226, CLAIM #49, IN TOWNSHIP 4 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN, YAMHILL COUNTY, OREGON, AND BEING A PART OF LOT #6 OF COUNTY SURVEY #2442 AND BEGINNING AT AN IRON AT THE SOUTHWEST CORNER OF SAID LOT BEING IN THE CENTER OF LAFAYETTE AVENUE AND SAID POINT IN N. 00° 32' EAST 28.00 CHAINS AND WEST 36.976 CHAINS FROM THE SOUTHEAST CORNER OF SAID MALONE CLAIM; THENCE NORTH 38° 23' EAST ALONG CENTER OF LAFAYETTE AVENUE 6.556 CHAINS; THENCE EAST 20.925 CHAINS TO THE NORTHWESTERLY MARGIN OF THE SOUTHERN PACIFIC RAIL ROAD RIGHT OF WAY; THENCE SOUTH 57° 08' WEST ALONG NORTHWESTERLY MARGIN OF SAID RIGHT OF WAY 9.47 CHAINS TO THE SOUTH LINE OF SAID LOT #6, COUNTY SURVEY #2442; THENCE WEST 17.042 CHAINS TO BEGINNING.

**FIRST AMENDMENT TO
OPTION AND SITE LEASE AGREEMENT**

THIS FIRST AMENDMENT TO OPTION AND SITE LEASE AGREEMENT (this "First Amendment") is entered into this 28 day of May, 2023 (the "Effective Date"), by and between YAMHILL COUNTY, a duly organized County and Political Subdivision of the State of Oregon ("Landlord"), with a mailing address of 535 East 5th Street, McMinnville, Oregon 97128, and CROWN CASTLE MU LLC, a Delaware limited liability company ("Tenant"), with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

RECITALS

WHEREAS, Landlord and U S West Wireless, L.L.C., a Delaware limited liability company ("Original Tenant") entered into that certain Option and Site Lease Agreement dated December 29, 1999, together with that Addendum to Option and Site Lease Agreement dated December 27, 1999 (collectively, the "Agreement"), a Short Form of Lease of which was recorded in the official records of Yamhill County, Oregon (the "Official Records") on April 7, 2000 at Instrument No. 200004740, whereby Original Tenant leased certain real property, together with access and utility easements, located in Yamhill County, Oregon from Landlord (the "Site"), all located within certain real property owned by Landlord ("Landlord's Property"); and

WHEREAS, Crown Castle MU LLC is currently the tenant under the Agreement as successor in interest to Original Tenant; and

WHEREAS, the Site may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Agreement provided for a twenty-five (25) year term that commenced on January 6, 2000 and expires on January 5, 2025; and

WHEREAS, Landlord and Tenant desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. Term. Section 5 of the Agreement is hereby deleted in its entirety and the following is inserted in its place:

Upon Tenant's exercise of the Option, which occurred on January 6, 2000, Landlord leases to Tenant and Tenant leases from Landlord, the Site, together with a right of access to the Site across Landlord's Property in accordance with the terms

hereof, for an initial term of twenty-five (25) years (the "Initial term") from and after the Lease Commencement Date. At the conclusion of the Initial Term, this Agreement shall automatically be extended for four (4) additional terms of five (5) years each (each a "Renewal Term"), unless this Agreement is earlier terminated in accordance with the terms hereof or Tenant notifies Landlord of its intention not to renew at least sixty (60) days prior to the expiration of the then-current Initial Term or Renewal Term. The Initial Term and any Renewal Term shall be collectively referred to as the "Lease Term." Upon the exercise of the Option, Sections 1-4 of this Agreement shall be deemed merged into the Lease.

Landlord and Tenant hereby acknowledge that Tenant has not exercised any Renewal Terms, leaving a balance of four (4) Renewal Terms, with the final Renewal Term expiring on January 5, 2045.

3. Rent Reduction. Commencing upon the first (1st) day of the first (1st) full month following the full execution of this First Amendment, the current Monthly Rent payable under the Agreement will be reduced to Three Hundred and 00/100 Dollars (\$300.00) per month ("Rent Reduction"). Following the Rent Reduction, the Monthly Rent will continue to adjust pursuant to the terms of this First Amendment.

4. Rent Escalation. Commencing on January 5, 2025 and every year thereafter (each an "Adjustment Date"), the Monthly Rent shall increase by an amount equal to three percent (3%) of the Monthly Rent in effect for the month immediately preceding the Adjustment Date. Such rent escalations shall replace any rent escalations currently in the Agreement.

5. Assignment and Subleasing. Section 12(d) of the Agreement is hereby deleted in its entirety. Notwithstanding anything in the Lease to the contrary, Tenant shall have the right to sublease or license use of the Site without the consent or approval of Landlord. Tenant shall provide written notice to Landlord within sixty (60) days after such sublease or license is fully executed.

6. Revenue Share. In addition to the Monthly Rent currently paid by Tenant to Landlord pursuant to the Agreement, as further consideration for the right to exclusively use and lease the Site, if, after full execution of this First Amendment, Tenant subleases, licenses or grants a similar right of use or occupancy in the Site to an unaffiliated third party not already a subtenant on the Site (each a "Future Subtenant"), Tenant agrees to pay to Landlord forty percent (40%) of the rental, license or similar payments actually received by Tenant from such Future Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, or revenue share reimbursement) (the "Additional Rent") within thirty (30) days after receipt of said payments by Tenant. Tenant shall have no obligation for payment to Landlord of such share of rental, license or similar payments if not actually received by Tenant. Non-payment of such rental, license or other similar payment by a Future Subtenant shall not be an event of default under the Agreement. Tenant shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Site. There shall be no express or implied obligation for Tenant to sublease, license or otherwise allow occupancy of the Site. Notwithstanding anything in this paragraph to the contrary, the parties agree and acknowledge that revenue derived from subtenants and any successors and/or assignees of such subtenants who commenced use and/or sublease of

the Site prior to execution of this First Amendment shall be expressly excluded from the Additional Rent and Landlord shall have no right to receive any portion of such revenue.

7. Business Summary Report. Once per calendar year, Landlord may submit a written request to Tenant for a business summary report pertaining to Tenant's Additional Rent obligations for Future Subtenants for the prior twelve (12) month period, and Tenant shall provide such written report to Landlord within sixty (60) days after Tenant's receipt of such written request. Landlord shall send such written request to the notice address set forth in this First Amendment.

8. Expansion Option. During the Lease Term, Tenant shall have an irrevocable option ("Option"), exercisable at any time, and from time to time, to lease up to a maximum of four hundred fifty (450) square feet of real property adjacent to the existing lease area at a location as generally depicted on Exhibit B-1 ("Additional Lease Area") on the same terms and conditions set forth in the Agreement and for no additional consideration except for the Additional Rent set forth in this First Amendment. Tenant may exercise the Option for the entire Additional Lease Area in a single exercise, or may exercise the Option multiple times in increments, by providing written notice to Landlord at any time (each a "Notice of Exercise"); provided, however, that following Tenant's delivery of the Notice of Exercise to Landlord, Tenant may at any time prior to commencement of construction activities within the Additional Lease Area withdraw its election to exercise the Option if Tenant discovers or obtains any information of any nature regarding the Additional Lease Area which Tenant determines to be unfavorable in its sole discretion. Tenant shall also have the right to record a Notice of Exercise, to be prepared on Tenant's standard form, without Landlord's signature to provide record notice of the exercise of the Option. The Additional Lease Area, or such portion as identified in the Notice of Exercise, shall become part of the Site and subject to all terms and conditions of the Agreement, as it may have been amended, effective as of the date of the Notice of Exercise (the "Expansion Date"), whether or not the Notice of Exercise is recorded. Effective upon the Expansion Date, the Agreement shall automatically be amended to include the Additional Lease Area without the need for any further documentation.

9. Right to First Refusal. If Landlord receives an offer that it intends to accept from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Landlord's interest in the Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the lease area, or Landlord's interest in the Agreement, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest, including all of Landlord's right, title and interest in the Agreement, on the same terms and conditions in the offer, excluding any terms or conditions that are (i) not imposed in good faith; or (ii) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Site. Landlord's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the Landlord's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Tenant does not exercise its right of first refusal by written notice to Landlord given within thirty (30) days, Landlord may convey the property as described in the Landlord's notice. If Tenant declines to exercise its right of first refusal, then the Agreement shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant shall have the

right, at its sole discretion, to assign the right of first refusal to any Affiliate (defined below), either separate from an assignment of the Agreement or as part of an assignment of the Agreement. Such assignment may occur either prior to or after Tenant's receipt of Landlord's notice and the assignment shall be effective upon written notice to Landlord. For purposes of this Section, the term "Affiliate" shall mean a person or business entity, corporate or otherwise, that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with Tenant. The term "control" means the right and power, directly or indirectly, to direct or cause the direction of the management and policies of a person or business entity, corporation or otherwise, through ownership or voting securities, by contract or otherwise.

10. Surrender, Removal and Restoration of Property. Following expiration or early termination of the Agreement, Tenant shall, within a reasonable time not to exceed one hundred eighty (180) days, remove all above ground improvements and restore the Site as nearly as reasonably possible to its original condition, without, however, being required to replace any trees or other plants removed, or alter the then existing grading.

11. Notices. Tenant's notice address as stated in the Agreement is amended as follows:

If to Tenant, to: Crown Castle MU LLC
 c/o Crown Castle USA Inc.
 Attn: Legal – Real Estate Dept.
 2000 Corporate Drive
 Canonsburg, PA 15317

12. Landlord's Cooperation. If requested by Tenant, Landlord will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Site, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant's absolute discretion to utilize the Site for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Landlord agrees to be named applicant if requested by Tenant. In furtherance of the foregoing, Landlord hereby appoints Tenant as Landlord's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Landlord's behalf. Landlord shall be entitled to no further consideration with respect to any of the foregoing matters.

13. Ratification.

a) Landlord and Tenant agree that Tenant is the current tenant under the Agreement, the Agreement is in full force and effect, as amended herein, and the Agreement contains the entire agreement between Landlord and Tenant with respect to the Site.

b) Landlord agrees that any and all actions or inactions that have occurred or should have occurred prior to the date of this First Amendment are approved and ratified and that no breaches or defaults exist as of the date of this First Amendment.

c) Landlord represents and warrants that Landlord is duly authorized and has the full power, right and authority to enter into this First Amendment and to perform all of its obligations under the Agreement as amended.

d) Landlord acknowledges that the Site, as defined, shall include any portion of Landlord's Property on which communications facilities or other Tenant improvements exist on the date of this First Amendment.

14. Remainder of Agreement Unaffected. The parties hereto acknowledge that except as expressly modified hereby, the Agreement remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this First Amendment and the Agreement, the terms of this First Amendment shall control. The terms, covenants and provisions of this First Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant. This First Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

15. Survey. Tenant reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Site and any access and utility easements associated therewith. Tenant shall be permitted to attach the Survey as an exhibit to this First Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this First Amendment.

16. Recordation. Tenant, at its cost and expense, shall have the right to record a memorandum of this First Amendment ("Memorandum") in the Official Records at any time following the execution of this First Amendment by all parties hereto. In addition, Tenant shall have the right in its discretion, to record a notice of agreement, affidavit or other form to be determined by Tenant without Landlord's signature in form and content substantially similar to the Memorandum, to provide record notice of the terms of this First Amendment.

17. Electronic Signatures. Each party agrees that the electronic signatures of the parties included in this First Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this First Amendment and executed and adopted by a party with the intent to sign such First Amendment, including facsimile or email electronic signatures.

[Execution Pages Follow]

This First Amendment is executed by Landlord as of the date first written below.

LANDLORD:
YAMHILL COUNTY,
a duly organized County and Political
Subdivision of the State of Oregon

By: 
Print Name: Lindsay Berschauer
Print Title: Chair
Date: 5.25.23

[Tenant Execution Page Follows]

Accepted by Yamhill County
Board of Commissioners on
5.25.23 by Board Order
B.O. 23-203

This First Amendment is executed by Tenant as of the date first written below.

TENANT:
CROWN CASTLE MU LLC,
a Delaware limited liability company

By: 
Print Name: Tara Groda
Print Title: Sr. Mgr Ntl RE Ops
Date: 5-10-2023

EXHIBIT B-1
(Additional Lease Area – Red Outlined Area)

