

OFFICIAL RECORD

Requested By:

DOWNEY BRAND ATTORNEYS

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 7 Fee: 45.00
BK-0108 PG- 5682 RPTT: 0.00

✓ Michael O. Gualco
Downey Brand LLP
555 Capitol Mall, 10th Floor
Sacramento, CA 95814
(Site Name: Glenbrook)



(Space above this line for Recorder's use.)

APN # 1418-15-510-002

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT is made this 22nd day of Sept, 2007 between Glenbrook Homeowners Association, a Nevada corporation, with a mailing address of PO Box 447, Glenbrook, NV 89413, hereinafter collectively referred to as "LESSOR", and Sacramento-Valley Limited Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, New Jersey 07920, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LESSOR and LESSEE entered into a Land Lease Agreement on Oct. 19, 2007 ("Agreement"). The Agreement shall be for an initial term of five (5) years, commencing on the Commencement Date. The Agreement shall automatically be extended for five (5) additional five (5)-year terms unless the LESSEE terminates it at the end of the then-current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then-current term. If at the end of the fifth (5th) five (5)-year extension term the Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term.

2. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property"), located at 1901 Glenbrook Road, Glenbrook, Douglas County, Nevada, and being described as a 14.1-foot by 60-foot parcel containing 846 square feet, as shown on the Tax Map of the County of Douglas as a portion of Assessor's Parcel Number 1418-15-510-002, together with the non exclusive right for ingress and egress, seven (7) days a week twenty four (24) hours a day, on foot or motor vehicle, including trucks, over or along a fifteen (15) foot wide right-of-way extending from the nearest public right-of-way, Glenbrook Road, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a six (6) foot wide right-of-way extending to the demised premises. The demised premises and rights-of-way are hereinafter collectively referred to as the "Premises". The Premises are described in Exhibit A attached hereto and made a part hereof, and as shown on the plat of survey attached hereto and incorporated herein as Exhibit B. In the event any public utility is unable to use the

aforementioned right-of-way, LESSOR has agreed to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

3. The Commencement Date of the Agreement, of which this is a Memorandum, is based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month.

4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

LESSOR:

Glenbrook Homeowners Association,
a Nevada corporation

By: *A.J. Hicks*

Name: A.J. "Bud" Hicks

Title: President

Date: 9-27-07

By: *Kat Taylor*

Name: Kat Taylor

Title: Secretary

Date: 9/25/07

LESSEE:

Sacramento-Valley Limited Partnership
d/b/a Verizon Wireless
By AirTouch Cellular Its General Partner

By: *Keith A. Surratt*

Name: Keith A. Surratt

Title: West Area Vice President – Network

Date: 10/19/07

EXHIBIT "A"

LOT "E", AS SHOWN ON THE MAP OF GLENBROOK UNIT NO. 1, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON JUNE 1, 1977, AS DOCUMENT NO. 09693.



Glenbrook

877848.1



0716918

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BK- 0108
PG- 5684
01/28/2008

Initial & Date
KAR 9/25/07
AH 9/22/07
KAS 10/19/07

EXHIBIT B

COPY

Glenbrook

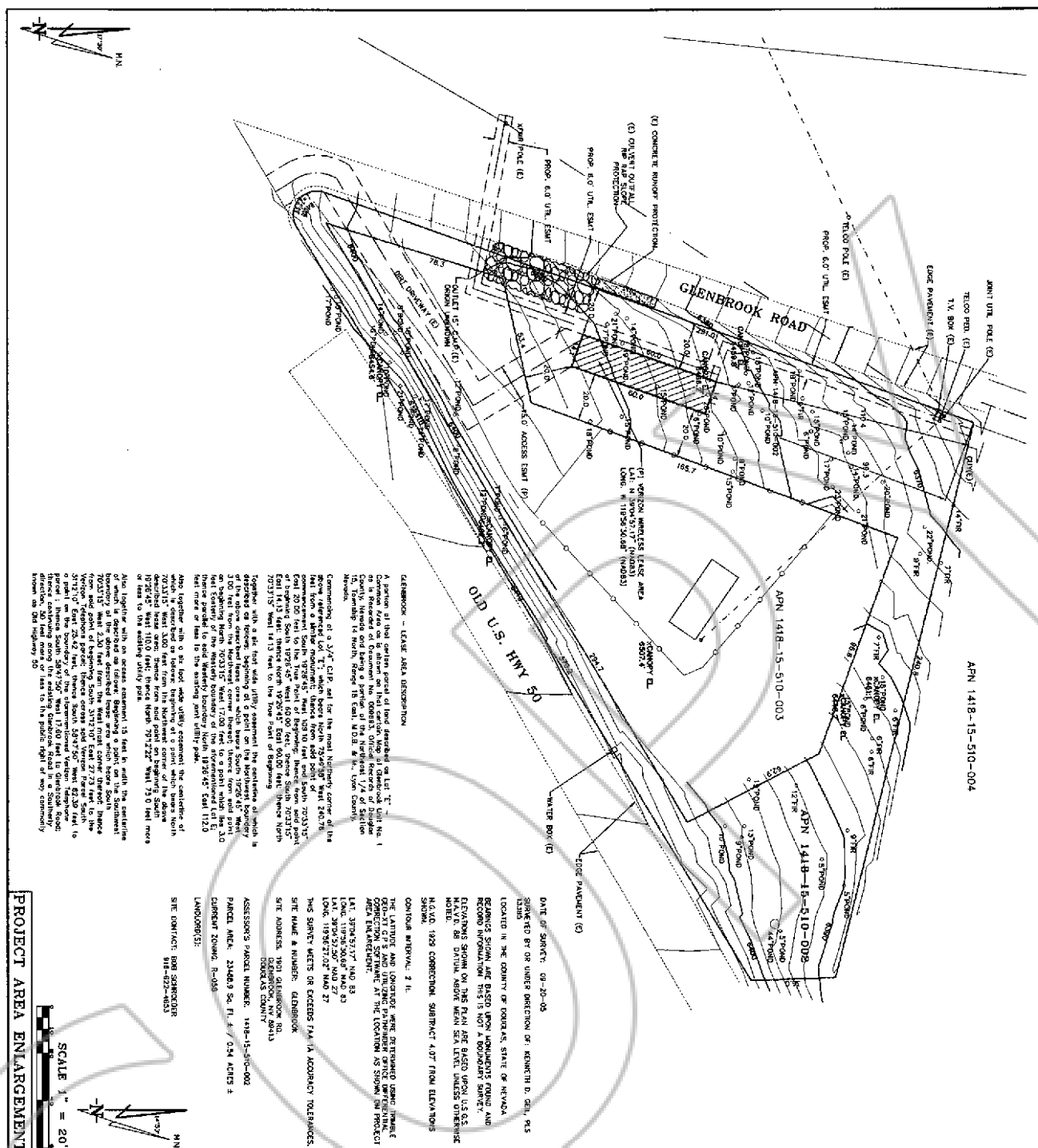
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0716918 Page: 4 Of 7 01/28/2008

BK- 0108
PG- 5685

Initial & Date
~~KAS 9/25/07~~
~~AKL 9/27/07~~
KAS 10/19/07



<p>PROJECT AREA ENLARGEMENT</p> <p>SCALE 1" = 20'</p>		<p>DATE OF SURVEY: 09-20-05</p> <p>SURVEYED BY OR UNDER DIRECTION OF: KENNETH D. DEL, PLS</p> <p>LOCATED IN THE COUNTY OF CONDELS, STATE OF NEVADA</p> <p>RECORDS SHOWN ARE BASED UPON MONUMENTS FOUND AND RECORD INFORMATION THIS IS NOT A GUARANTEED SURVEY.</p> <p>ELEVATIONS SHOWN ON THIS PLAN ARE BASED UPON U.S.G.S. MEAN SEA LEVEL DATUM 1988. ALL ELEVATIONS SHOWN ON THIS PLAN ARE MEAN SEA LEVEL UNLESS OTHERWISE NOTED.</p> <p>N.A.S.D. 1985 CONVERSION SUBTRACT 4.97 FROM ELEVATIONS SHOWN.</p> <p>CONTOUR INTERVAL: 1 FT.</p> <p>THE LATTER END CONTOUR WERE OBTAINED FROM: TRIMBLE 020-317-G'S AND UNIDAC PENTAGON PRISM SURVEILLANCE INSTRUMENTS AT THE LOCATION AS SHOWN ON PROJECT PLAN.</p> <p>DATE: 09/20/05</p> <p>BY: KDD</p> <p>PROJECT: 1901 GLENBROOK RD, GLENBROOK, NV 89413</p>																																		
<p>CONTRACT: 040 CONDELS</p> <p>DATE: 09/20/05</p>		<p>DATE OF OBSERVATION: 02-09-05</p> <p>PROJECT NO./NAME: 1901 Glenbrook Road, Glenbrook, NV 89413</p> <p>TYPE OF SURVEY: Proposed Structure</p> <p>NUMBER OF ALTERNATE DESIGNS: 0</p> <p>LAND USE: CONDELS COUNTY</p> <p>ASSESSOR'S PARCEL NUMBER: 1418-15-510-002</p> <p>PARCEL AREA: 2446.9 Sq. Ft. / 0.56 ACRES ±</p> <p>CONTRACT NUMBER: 040-000</p> <p>LANDOWNER(S): CONDELS COUNTY</p> <p>SITE ADDRESS: 1901 GLENBROOK RD, GLENBROOK, NV 89413</p>																																		
<p>DESCRIPTION: The undersigned do hereby certify that the information contained herein is true and correct to the best of my knowledge and belief.</p>		<p>CONDELS COUNTY: 6390' MAG.</p> <p>CONDELS COUNTY: 6390' MAG.</p>																																		
<p>REVISIONS:</p> <table border="1"> <tr><th>NO.</th><th>DATE</th><th>DESCRIPTION</th></tr> <tr><td>01</td><td>01-11-05</td><td>308 Design Submit</td></tr> <tr><td>02</td><td>01-28-05</td><td>Minor Revision</td></tr> <tr><td>03</td><td>01-27-05</td><td>Lease Area Moved</td></tr> <tr><td>04</td><td>01-20-05</td><td>Dim's Added</td></tr> <tr><td>05</td><td>01-11-05</td><td>Title Waiver</td></tr> <tr><td>06</td><td>01-23-05</td><td>Minor Revision</td></tr> <tr><td>07</td><td>01-27-05</td><td>Minor Revision</td></tr> <tr><td>08</td><td>02-09-05</td><td>Rev. site, permit</td></tr> <tr><td>09</td><td>02-15-05</td><td>Ob. 1901 permit</td></tr> <tr><td>10</td><td>07-11-07</td><td>Minor Rev.</td></tr> </table>		NO.	DATE	DESCRIPTION	01	01-11-05	308 Design Submit	02	01-28-05	Minor Revision	03	01-27-05	Lease Area Moved	04	01-20-05	Dim's Added	05	01-11-05	Title Waiver	06	01-23-05	Minor Revision	07	01-27-05	Minor Revision	08	02-09-05	Rev. site, permit	09	02-15-05	Ob. 1901 permit	10	07-11-07	Minor Rev.	<p>THESE DOCUMENTS AND THE ACCOMPANYING SPECIFICATIONS, AS AMENDMENTS TO THE SPECIFICATIONS, SHALL BE SUBJECT TO THE GENERAL SITE AND PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED EXCEPT BY WRITTEN PERMISSION FROM GLENBROOK TITLE TO THESE PLANS AND/OR SURVEY. ANY REVISIONS TO THESE PLANS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE REVISIONS.</p>	
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<p>GLENBROOK, NV</p> <p>VICINITY MAP</p>		<p>DEPT. APPROVED DATE</p> <table border="1"> <tr><td>ASC</td><td></td><td></td></tr> <tr><td>RE</td><td></td><td></td></tr> <tr><td>RF</td><td></td><td></td></tr> <tr><td>INT</td><td></td><td></td></tr> <tr><td>EVAL</td><td></td><td></td></tr> <tr><td>OPS</td><td></td><td></td></tr> <tr><td>EVALT</td><td></td><td></td></tr> </table>		ASC			RE			RF			INT			EVAL			OPS			EVALT														
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<p>GLENBROOK 1901 Glenbrook Rd GLENBROOK, NV 89413</p> <p>PLOT PLAN AND SITE TOPOGRAPHY</p>		<p>verizon wireless</p> <p>255 FAIRBANKS DRIVE FOLSOM, CALIFORNIA 95630</p> <p>916-351-2511</p>																																		


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CORPORATE ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

On this 19th day of October, 2007, before me, the undersigned, a Notary Public in and for the State of Arizona, duly commissioned and sworn, personally appeared Keith A. Surratt to me known to be an authorized representative of Sacramento-Valley Limited Partnership d/b/a Verizon Wireless, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Sacramento-Valley Limited Partnership d/b/a Verizon Wireless, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

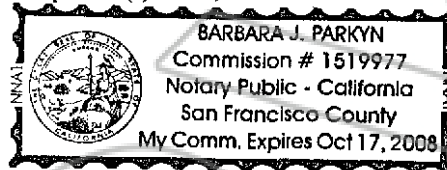
	<i>Janet Loebis</i>
	Print or Type Name: <u>JANET LOEBS</u>
	Notary Public in and for the State of AZ, residing at <u>MARICOPA COUNTY</u>
My appointment expires: <u>12/24/2010</u>	

State of California)
County of San Francisco) ss.

On Sept. 26, 2007 before me, Barbara J Parkyn, Notary Public, personally appeared Kathenne Taylor, personally known to me (or 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 behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Barbara J Parkyn (Seal)



State of Nevada)
County of Washoe) ss.

On 9-27-07 before me, Sarah Smithson, Notary Public, personally appeared A.J. Nicko, personally known to me (or 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 behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Sarah Jo Smithson (Seal)

