

OFFICIAL RECORD

Requested By:

DOWNEY BRAND

APN 1318-15-601-002

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Douglas County - NV
Karen Ellison - Recorder

Page: 1 Of 8 Fee: 21.00
BK-1108 PG- 2744 RPTT: 0.00

✓ Sacramento-Valley Limited Partnership
d/b/a Verizon Wireless
2785 Mitchell Drive
Walnut Creek, CA 94598
Attn: Network Real Estate
(Re: Zephyr Cove)



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

MEMORANDUM OF FIRST AMENDMENT TO LAND LEASE AGREEMENT

THIS MEMORANDUM OF FIRST AMENDMENT TO LAND LEASE AGREEMENT is made this 30th day of September, 2008, between Round Hill General Improvement District, an N.R.S. 318.010, et seq. Municipal Corporation, State of Nevada, with a mailing address of 343 Ute Way, Zephyr Cove, Nevada 89448, hereinafter 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, Basking Ridge, 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 (the "Agreement") on May 19, 2008, 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. LESSOR and LESSEE now enter into a First Amendment to Land Lease Agreement, dated September 30, 2008 (the "Amendment"). The Amendment provides, among other matters, for a change in the location of the Premises on Lessor's Property. The Agreement is an unrecorded document.

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 343 Ute Way, Zephyr Cove, Douglas County, Nevada, and being described as a parcel containing 1,057 square feet, as shown on the Tax Map of the County of Douglas, Nevada as a portion of Assessor's Parcel Number 1318-15-601-002, 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, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a fifteen (15) foot wide right-of-way extending from the nearest public right-of-way, Ute Way, to the demised premises. The demised premises and right-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.

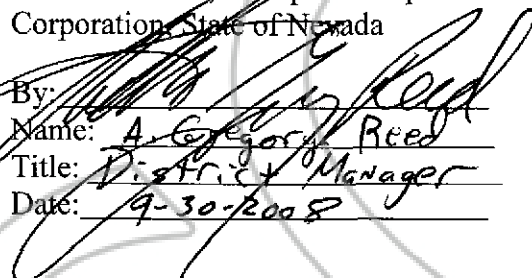
4. LESSEE has the right of first refusal to purchase the Premises during the initial term and all renewal terms of the Agreement.

5. 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:

Round Hill General Improvement District, an
N.R.S. 318.010, et seq. Municipal
Corporation, State of Nevada

By: 
Name: A. Gregory Reed
Title: District Manager
Date: 9-30-2008

LESSEE:

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

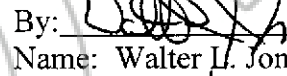
By: 
Name: Walter L. Jones, Jr.
Title: West Area Vice President - Network
Date: 10/16/08



EXHIBIT "A"

**[WRITTEN METES AND BOUNDS OF THE PREMISES
AND INGRESS/EGRESS AND UTILITY EASEMENT]**



Zephyr Cove

Initial & Date

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EXHIBIT B

**[BOUNDARY SURVEY OF THE PREMISES
AND INGRESS/EGRESS AND UTILITY EASEMENT]**



Zephyr Cove

952280.1

Initial & Date

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
)
County of Orange)

On October 17, 2008, before me, Gloria Van Ginkel,
Notary Public, personally appeared Walter L. Jones, Jr., who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized capacity, and that by his
signature on the instrument the person, or the entity upon behalf of which the person acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Gloria Van Ginkel
Signature of Notary Public



Place Notary Seal Above

State of Nevada)
County of Douglas) ss.

On Sept 30 2008 before me, Patricia Acri,
personally appeared Arthur Gregory Reed who 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.

I certify under penalty of perjury under the laws of the State of Nevada ~~California~~ that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Signature Patricia Acri (Seal)

