

**Prepared by:**

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Rancho Cordova, CA 95670

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 Of 6 Fee: 19.00  
BK-0411 PG- 0366 RPTT: 0.00



**& When Recorded Return to:**

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
12555 Cingular Way, Suite 1300  
Alpharetta, GA 30004

APN: 1418-15-510-002

(Space Above This Line For Recorder's Use Only)

Re: Market: San Francisco  
Cell Site Number: CN6332  
Cell Site Name: Glenbrook  
Fixed Asset Number: 10134764  
Address: 1901 Glenbrook Rd, Glenbrook, NV 89413  
County: Douglas

**MEMORANDUM  
OF  
LEASE**

This Memorandum of Lease is entered into on this 20 day of December, 2010, by and between Glenbrook Homeowners Association, a non-profit mutual benefit corporation under the provisions of Chapter 82 of the Nevada Revised Statutes, having a mailing address of P.O. Box 447, Glenbrook, NV 89413 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") on the 20<sup>th</sup> day of December, 2010, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.

4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

Glenbrook Homeowners Association,  
non-profit mutual benefit corporation under the  
provisions of Chapter 8.2 of the Nevada Revised  
Statutes

By: *A. J. Hicks*  
Print Name: A. J. Hicks  
Its: President  
Date: 10 / 27 / 2010

"TENANT"

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager  
By: *Michael Guibord*  
Print Name: Michael Guibord  
Its: Area Manager  
Date: Construction & Engineering  
12/26/10

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

**TENANT ACKNOWLEDGMENT**

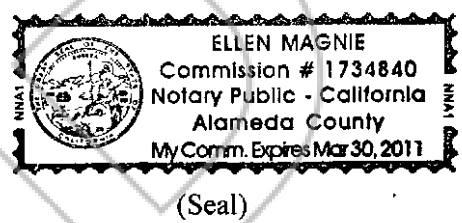
STATE OF CALIFORNIA )  
COUNTY OF Alameda )

On December 20<sup>th</sup>, 2010 before me, Ellen Magnie, the undersigned, a Notary Public in and for said State, personally appeared Michael Crubord who, 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.

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.

Signature Ellen Magnie  
Name Ellen Magnie  
(typed or printed)



**LANDLORD ACKNOWLEDGMENT**

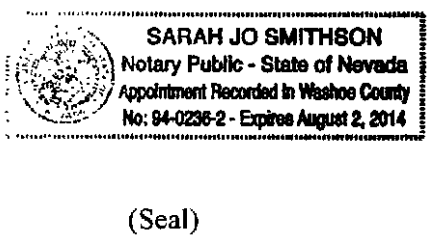
STATE OF ~~CALIFORNIA~~ Nevada )  
COUNTY OF Washoe )

On Dec. 27, 2010 before me, Sarah Jo Smithson, the undersigned, a Notary Public in and for said State, personally appeared A.J. Hicks, President Glenbrook Homeowners Association, 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.

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.

Signature Sarah Jo Smithson  
Name SARAH JO SMITHSON  
(typed or printed)





**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

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to the Memorandum of Lease dated \_\_\_\_\_, 201\_\_, by and between Glenbrook Homeowners Association, a non-profit mutual benefit corporation under the provisions of Chapter 82 of the Nevada Revised Statutes, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

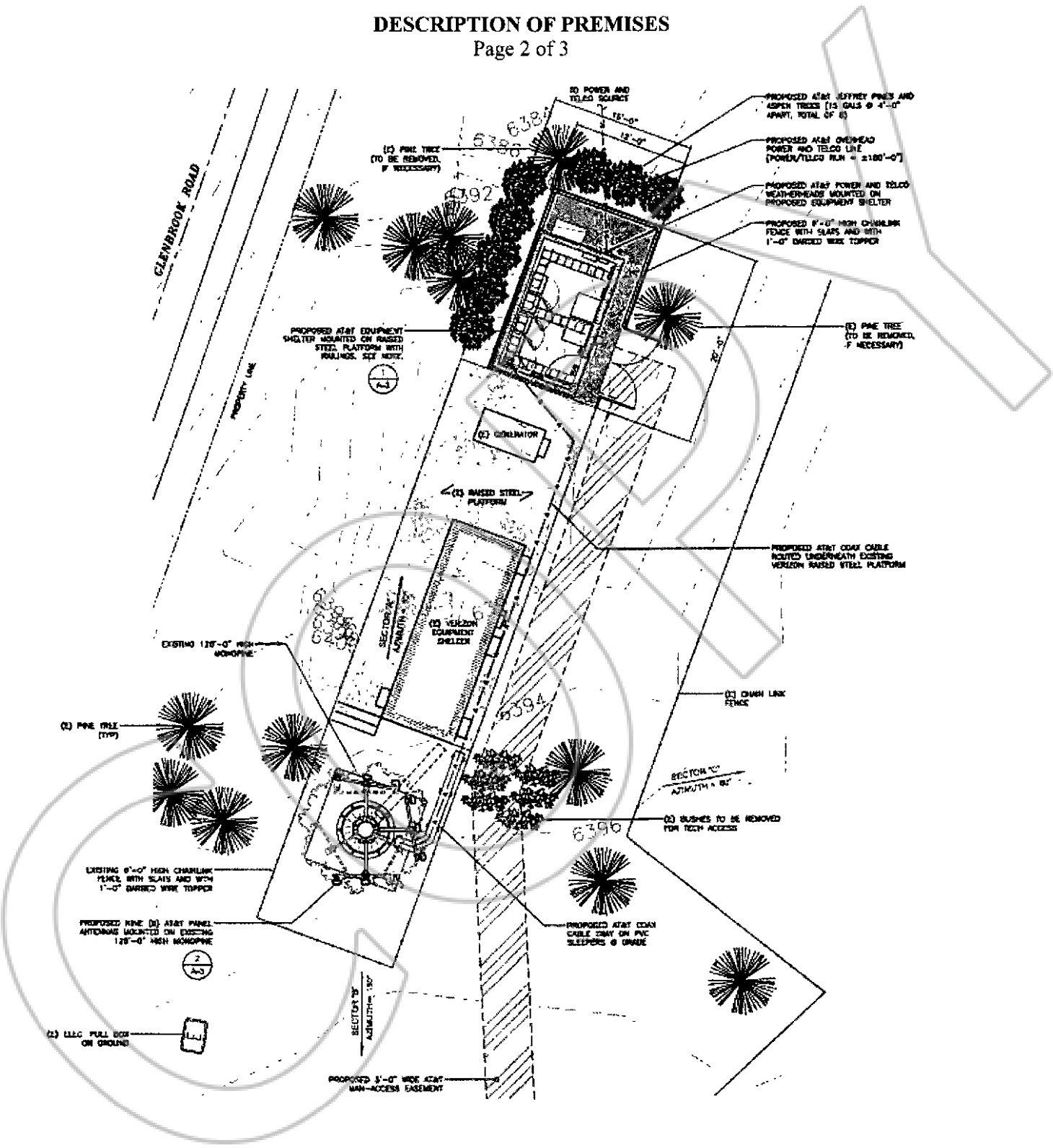
ALL OF THE COMMON AREA DESIGNATED AS LOT E ON THAT CERTAIN MAP ENTITLED GLENBROOK UNIT NO. 1, FILED IN THE OFFICE OF THE RECORDER OF DOUGLAS COUNTY, NEVADA, ON JUNE 1, 1977, AS INSTRUMENT NO. 09693 IN BOOK 677 OF MAPS, AT PAGE 33.

Assessor's Parcel Number: **1418-15-510-002**

**EXHIBIT 1**

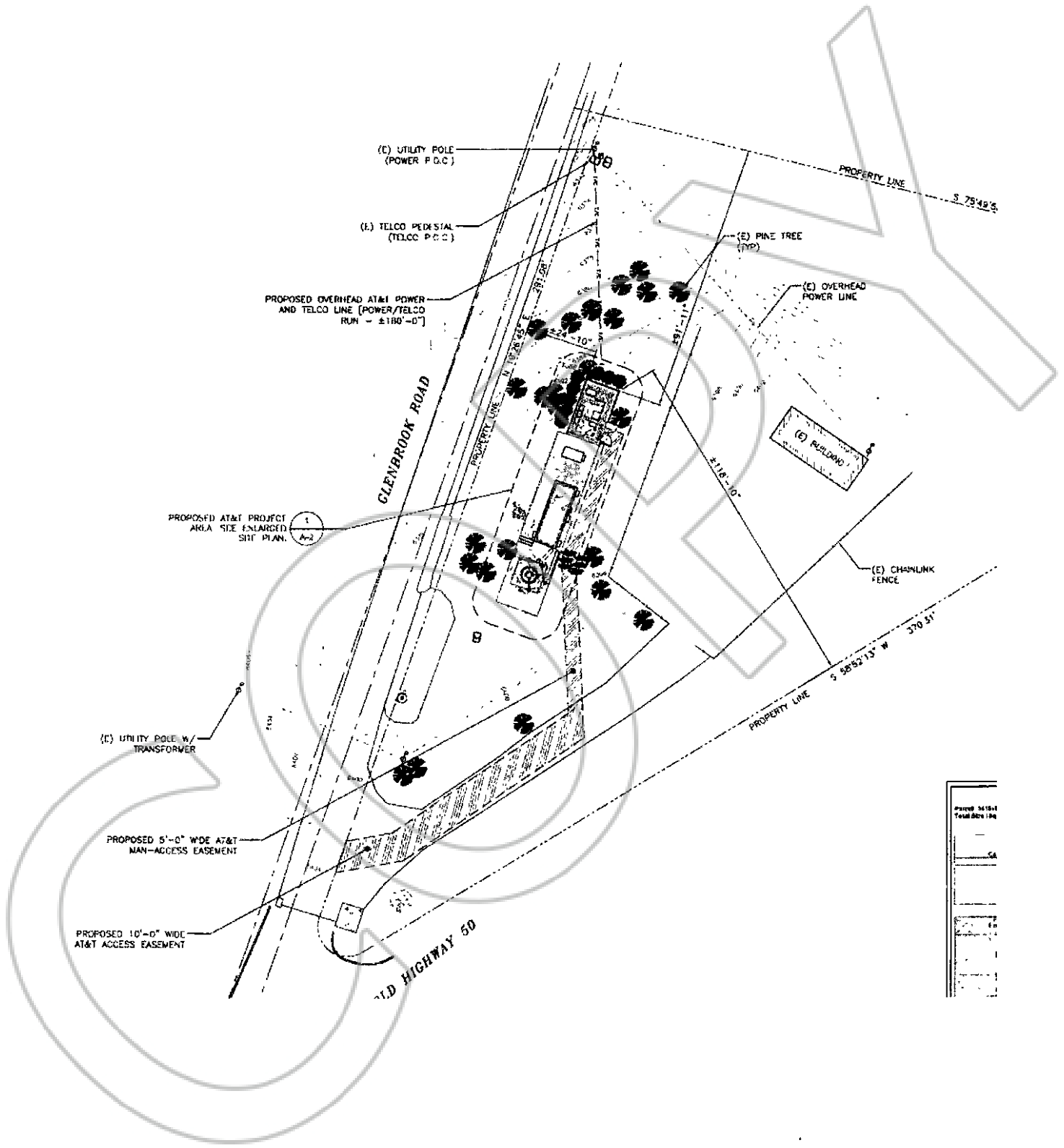
**DESCRIPTION OF PREMISES**

Page 2 of 3



**EXHIBIT 1**

DESCRIPTION OF PREMISES  
Page 3 of 3



Parcel 16184	Total Area 1.04