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DOUGLAS COUNTY, NV

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KAREN ELLISON, RECORDER

✓ TRAINOR FAIRBROOK
Michael O. Gualco, Esquire
Post Office Box 255824
Sacramento, California 95865-5824
(Site Name: Pinenut Road)

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MEMORANDUM OF OPTION AND LAND LEASE AGREEMENT

COPY

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Downey Brand LLP
621 Capitol Mall, 18th Floor
Sacramento, CA 95814
Attn: Michael O. Gualco, Esq.
(Site Name: Pinenut Road)

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

MEMORANDUM OF OPTION AND LAND LEASE AGREEMENT

THIS MEMORANDUM OF OPTION AND LAND LEASE AGREEMENT ("Memorandum") is made this 30 day of September, 2014, between Guided Holdings, LLC, Timber Series, a Nevada limited liability company, with a mailing address of 1738 Timber Court, Gardnerville, Nevada 89410, 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, 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 an Option and Land Lease Agreement on September 30, 2014 (the "Agreement"). LESSOR grants to LESSEE the right and option to lease the premises, including a right-of-way for access thereto, for an option term of twelve (12) months, beginning on the date of full execution of the Agreement by the Parties, i.e., SEPTEMBER 30, 2014. Such twelve (12) month option period may be extended by LESSEE for one (1) additional period of twelve (12) months. Upon exercise of the option by LESSEE, the Agreement shall be for an initial term of five (5) years, commencing on the Commencement Date, subject to further extension pursuant to the terms of the Agreement.

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 1738 Timber Court, Gardnerville, Douglas County, Nevada, and being described as a 30' by 40' parcel containing 1,200 square feet, as shown on the Tax Map of the County of Douglas as a portion of Assessor's Parcel Number 1220-11-001-043, 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 right-of-way extending from the nearest public right-of-way to the demised premises. The demised premises and right-of-way are hereinafter collectively referred to as the "Premises." The Property is described in Exhibit A attached hereto and made a part hereof. 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 the first day of the month in which notice of the exercise of the option is effective.

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:

Guided Holdings, LLC, Timber Series, a Nevada limited liability company

By: April A. Wilson
Name: April A. Wilson
Title: member
Date: 6.23.14

LESSEE:

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

By: [Signature]
Name: Brian Mecum
Title: Area Vice President Network
Date: 9/29/14

EXHIBIT "A"

The land referred to herein is situated in the State of Nevada, County of Douglas, described as follows:

A parcel of land located within a portion of Section 11, Township 12 North, Range 20 East, M.D.B.&M., more particularly described as follows:

A portion of Parcel 1 as shown on that certain Final Industrial Subdivision Map LDA 06-016 for Old Sawmill Industrial Park, LLC, recorded in the office of the Douglas County Recorder, State of Nevada on May 15, 2009 in Book 509, at Page 3833 as Document No. 743278, Official Records described as follows:

Lot 2 as shown on that certain Record of Survey #1 for Old Sawmill Industrial Park, LLC recorded in the office of the Douglas County Recorder, State of Nevada on May 20, 2009 in Book 509, at Page 5305 as Document No. 743581, Official Records.

The above description was obtained from Document No. 794670.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
County of Orange)

On October 1, 2014, before me, Ruth L. Concepcion,
Notary Public, personally appeared Brian Mecum, 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.

[Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

State of Nevada)
County of Douglas) ss.

On 10/23/14 before me, Kristien Bennett, Notary Public, personally appeared April Wilson 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Krist Bennett (Seal)

