

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

McGuireWoods LLP  
1800 Century Park East, 8th Floor  
Los Angeles, California 90067  
Attention: Sallie S. Williamson  
(Site: Minden)

(Space above this line for Recorder's use)

STATE OF NEVADA )  
 )  
COUNTY OF DOUGLAS )  
 )  
APN: 1320-05-001-007

**MEMORANDUM OF OPTION AND LAND LEASE AGREEMENT**

This MEMORANDUM OF OPTION AND LAND LEASE AGREEMENT ("Memorandum") is made as of the last date of execution indicated on the signature page below between Hallco, Inc. with an address of 1726 Cedarwood Drive, Minden, NV 89423, hereinafter designated "LESSOR," and Sacramento – Valley Limited Partnership, d/b/a Verizon Wireless, with an address for notice purposes at 180 Washington Valley Road, Bedminster, New Jersey 07921, Attn: Network Real Estate, (Site: Minden), hereinafter designated "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 (the "Agreement") on the last date of execution thereof, for an initial term of five (5) years, commencing on the Commencement Date (defined hereinafter), which shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term. The total guaranteed term of the Agreement is less than thirty-five (35) years.

2. Pursuant to the Agreement, LESSEE shall have the option to lease from LESSOR a portion ("Premises") of that certain real property legally described in Exhibit "A" attached hereto and incorporated herein (the entirety of LESSOR's property is referred to hereinafter as the "Property"), said Premises being substantially described and depicted in the Agreement, 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 right-of-way extending from Premises to the nearest public right-of-way, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights-of-way, said leased premises and rights-of-way being substantially as described and depicted in the Agreement.

3. The Commencement Date of the Agreement, of which this is a Memorandum, shall be on the date specified in writing by LESSEE in LESSEE's notice of the exercise of the option.

4. LESSEE has the right of first refusal to purchase the Property (or an interest therein) 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, the Parties hereto have set their hands and affixed their respective seals the day and year last written below.

**LESSOR:**

Hallco, Inc.

By: Arthur E. Hall

Name: ARTHUR E. HALL

Title: PRESIDENT

Date: 12/1/14

**LESSEE:**

Sacramento - Valley Limited Partnership,  
d/b/a Verizon Wireless

By: AirTouch Cellular  
Its: General Partner

By: Brian Mecum

Name: Brian Mecum  
Title: Area Vice President Network

Date: 2/26/15

**Exhibit A**

(Legal Description of the Property)

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

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5,  
TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.B.&M., DOUGLAS COUNTY, NEVADA  
AND BEING FURTHER DESCRIBED AS FOLLOWS:

PARCEL 2 OF LAND DIVISION MAP FOR NEVIS INDUSTRIES, INC. FILED FOR  
RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE  
OF NEVADA ON JULY 18, 1978, AS DOCUMENT NO. 23087.

APN: 1320-05-001-007

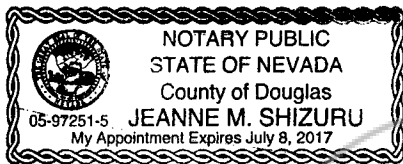
**LESSOR ACKNOWLEDGMENT**

STATE OF Nevada )  
COUNTY OF Douglas )

On December 1, 2014, before me, Jeanne M. Shizuru, Notary Public, personally appeared Arthur E Hall, 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~~s~~, 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 that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Jeanne M Shizuru  
Notary Public

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

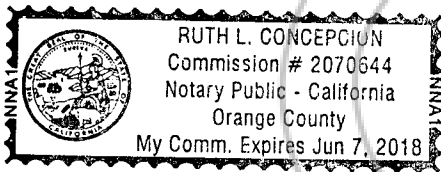
STATE OF CALIFORNIA )

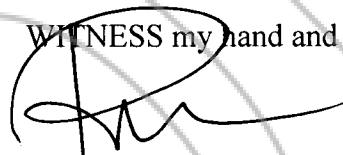
COUNTY OF ORANGE )

On 2/26/2015, 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.



  
\_\_\_\_\_  
Notary Public

(Seal)