

A.P.N. 1220-16-401-005

DOUGLAS COUNTY, NV

**2015-867865**

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08/12/2015 01:08 PM

CROWN CASTLE USA

KAREN ELLISON, RECORDER

**WHEN RECORDED RETURN TO:**

After Recording Return to:  
Crown Castle  
1220 Augusta, Suite 600  
Houston, TX 77057  
Attn: PEP

Prepared by:  
Lake & Cobb, PLC  
1095 W. Rio Salado Pkwy, Suite 206  
Tempe, AZ 85281

Space above this line for Recorder's Use

A.P.N. 1220-16-401-005

Prior recorded document(s) in Douglas County, Nevada:  
None

**MEMORANDUM OF SECOND AMENDMENT TO  
OPTION AND LEASE AGREEMENT**

This Memorandum of Second Amendment to Option and Lease Agreement is made effective this 7 day of August, 2015 by and between STOR-ALL, LLC, a Nevada limited liability company (hereinafter referred to as "Landlord") and NCWPCS MPL 28 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCATT LLC, a Delaware limited liability company (hereinafter referred to as "Tenant").

1. Winnranch, LLC, a Nevada limited liability company, by Sor-All, LLC, a Nevada limited liability company, its Agent ("Original Landlord") and Reno Cellular Telephone Company, a District of Columbia partnership, d/b/a AT&T Wireless Services, by AT&T Wireless Services of Nevada, Inc., a Nevada corporation, its General Partner ("Original Tenant") entered into an Option and Lease Agreement dated April 14, 1999 (the "Original Agreement") whereby Original Tenant leased certain real property, together with access and utility easements, located in Douglas County, Nevada from Original Landlord (the "Premises"), all located within

certain real property owned by Original Landlord ("Landlord's Property"). Landlord's Property, of which the Premises is a part, is more particularly described on Exhibit A.

2. The Original Agreement was amended by that certain First Amendment to Option and Lease Agreement dated March 30, 2000 ("First Amendment") (hereinafter the Original Agreement and First Amendment are collectively referred to as the "Agreement").

3. STOR-ALL, LLC is currently the Landlord under the Agreement as the current owner of Landlord's Property, as more fully set forth in the Grant, Bargain, Sale Deed recorded on August 30, 2004 at Instrument No. 804-12368, in the Office of the Douglas County Recorder, Nevada.

4. NCWPCS MPL 28 - Year Sites Tower Holdings LLC is currently the Tenant under the Agreement as successor in interest to the Original Tenant.

5. The Agreement had an initial term that commenced on April 1, 2000 and expired on April 30, 2005. The Agreement provides for five (5) extensions of five (5) years each, three (3) of which were exercised by Tenant (each extension is referred to as an "Extension Term"). According to the Agreement, the final Extension Term expires April 30, 2030.

6. Landlord and Tenant have entered into a Second Amendment to Option and Lease Agreement (the "Second Amendment"), of which this is a Memorandum, providing for ten (10) additional Extension Terms of five (5) years each. Pursuant to the Second Amendment, the final Extension Term expires on April 30, 2080.

7. By the Second Amendment, Landlord granted to Tenant the right of first refusal to purchase all, or a portion, of the Landlord's Property, under the following terms:

If Landlord receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Landlord's interest in the Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or Landlord's interest in the Agreement, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or

indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Premises. If Landlord's notice covers portions of Landlord's Property beyond the Premises, Tenant may elect to acquire an interest in only the Premises, and the consideration shall be pro-rated on an acreage basis. Landlord's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Landlord's Property is to be sold, leased or otherwise conveyed, a description of said portion. If the Landlord's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If Tenant does not exercise its right of first refusal by written notice to Landlord given within thirty (30) days, Landlord may convey the property as described in the Landlord's notice. If Tenant declines to exercise its right of first refusal, then the Agreement shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Agreement or as part of an assignment of the Agreement. Such assignment may occur either prior to or after Tenant's receipt of Landlord's notice and the assignment shall be effective upon written notice to Landlord.

8. By the Second Amendment, Landlord granted to Tenant the option to expand the Premises by up to an additional five hundred (500) square feet adjacent to the Premises. Additional details of the foregoing expansion are set forth in the Second Amendment.

9. If requested by Tenant, Landlord will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant's absolute discretion to utilize the Premises for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Landlord agrees to be named applicant if requested by Tenant. In furtherance of the foregoing, Landlord hereby appoints Tenant as Landlord's attorney-in-fact to execute all

land use applications, permits, licenses and other approvals on Landlord's behalf. Landlord shall be entitled to no further consideration with respect to any of the foregoing matters.

10. The terms, covenants and provisions of the Second Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

11. This Memorandum does not contain the social security number of any person.

12. A copy of the Second Amendment is on file with Landlord and Tenant.

[Execution Pages Follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Landlord and Tenant have caused this Memorandum to be duly executed on the day and year first written above.

**LANDLORD:**

STOR-ALL, LLC, a Nevada limited liability company

By: *Todd Whear*

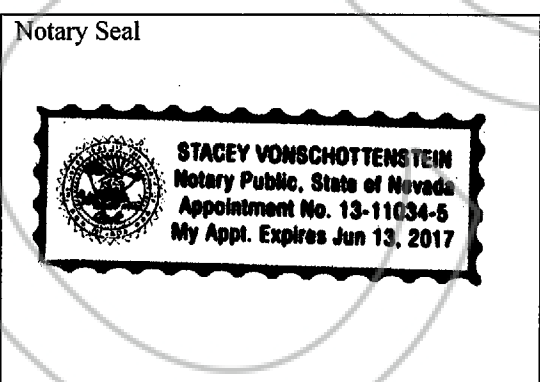
Print Name: TODD WHEAR

Title: CO-OWNER

STATE OF Nevada )  
 )ss.  
COUNTY OF Douglas )

On this 28<sup>th</sup> day of July 2015, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Todd Whear, the CO-OWNER of STOR-ALL, LLC, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of Second Amendment to Option and Lease Agreement, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company OR he/she signed this instrument as his/her free and voluntary act for the uses and purposes mentioned in this instrument.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



*Stacey Vonschottenstein*  
(Signature of Notary)

My Commission Expires: June 13, 2017

**TENANT:**  
 NCWPCS MPL 28 - YEAR SITES TOWER  
 HOLDINGS LLC, a Delaware limited liability  
 company

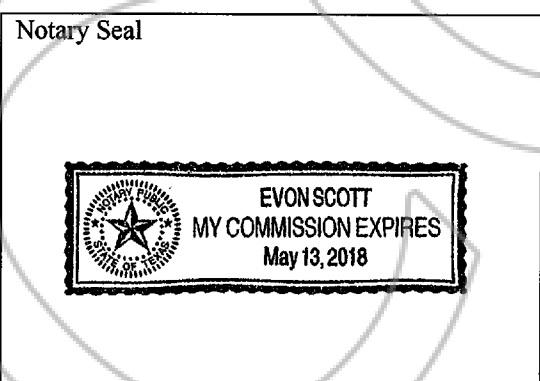
By: CCATT LLC, a Delaware limited  
 liability company  
 Its: Attorney In Fact


By:   
 Print Name: Lisa A. Sedgwick  
 Title: RET Manager

STATE OF Texas )  
 )ss.  
 COUNTY OF Harris )

On this 7 day of August 2015, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Lisa A. Sedgwick, the RET Manager of CCATT LLC, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of Second Amendment to Option and Lease Agreement, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



  
 (Signature of Notary)

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**(Legal Description of Landlord's Property)**

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

All that certain lot, piece, parcel or portion of land situate, lying and being within the Southeast 1/4 of the Southwest 1/4 of Section 16, Township 12 North, Range 20 East, M.D.M., Douglas County, Nevada and more particularly described as follows:

**PARCEL 1:**

Lot 3 of that certain Parcel Map recorded July 1, 1976, as Document No. 01434, Official Records of Douglas County, Nevada, and

The Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of said Section 16, and

The Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of said Section 16,

all more particularly described as follows:

Commencing at the Southeast corner of Lot No. 3 as shown on the parcel map for JOEL F. ANDERSON filed for record in Book 776 at Page 8 as Document No. 001434 which point is the TRUE POINT OF BEGINNING; thence along the South line of said Lot 3 North 90°00'00" West a distance of 283.71 feet to a point on the Easterly right-of-way line of Short Court thence along said line through a non-tangent curve whose radius point bears North 90°00'00" West, 45.00 feet distant and which has a central angle of 90°00'00" and an arc length of 70.69 feet and whose chord bears North 45°00'00" West a distance of 63.64 feet; thence leaving said right-of-way line and following the Westerly line of said Lot 3 North 00°00'00" East a distance of 241.94 feet to the Northwest corner of said Lot 3 which point is also the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of aforesaid Section 16; thence along the boundaries of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Southwest 1/4 the following courses:

South 89°45'35" West a distance of 327.45 feet to the Southwest corner thereof; thence North 00°13'15" West a distance of 331.65 feet to the Northwest corner thereof; thence North 89°48'31" East a distance of 655.54 feet to the Northeast corner thereof; thence South 00°10'36" East a distance of 332.13 feet to the Southeast corner thereof which point is also the Northeast corner of aforesaid Lot 3; thence along the Easterly line of said Lot 3 South 00°10'36" East a distance of 287.28 feet to the TRUE POINT OF BEGINNING.

Assessor's Parcel No. 1220-16-401-005

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111. 312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED JULY 7, 1995, BOOK 795, PAGE 714, AS FILE NO. 365704, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

PARCEL 2:

A non-exclusive easement for road purposes, over and across the East 50 feet of the Southwest 1/4 of the Southwest 1/4, Section 16, Township 12 North, Range 20 East, M.D.B.&M. as shown in document recorded April 14, 1989, in Book 489, at Page 1633, as Document No. 200176.

Reference is made to that certain Record of Survey of a Lot Line Adjustment recorded May 5, 1989, in Book 589, Page 560, as Document No. 201368 and Amended March 12, 1992, in Book 392, Page 1740, Document No. 273065.