

DOUGLAS COUNTY, NV

2019-931503

Rec:\$35.00

\$35.00

Pgs=7

07/09/2019 12:47 PM

SOLIDIFI TITLE AND CLOSING LLC

KAREN ELLISON, RECORDER

Legal Prepared By:  
Alexander T. Maur, Esq  
American Tower  
10 Presidential Way  
Woburn, MA 01801

**Prepared by and Return to:**

American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management/Alexander T. Maur, Esq.  
ATC Site No: 415351  
ATC Site Name: Zephyr Cove NV  
Assessor's Parcel No(s): 1318-15-601-002

**Prior Recorded Lease Reference:**

Book 1108, Page 2744  
Document No: 0733074  
State of Nevada  
County of Douglas

**MEMORANDUM OF LEASE**

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between Round Hill General Improvement District, an N.R.S. 318.010, et seq. Municipal Corporation, State of Nevada, ("**Landlord**") and Sacramento-Valley Limited Partnership d/b/a Verizon Wireless ("**Tenant**").

**NOTICE** is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated May 19, 2008 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be September 30, 2078. Notwithstanding the foregoing, in no event shall Tenant be required to exercise

ATC Site No: 415351  
VZW Site No: 173761  
Site Name: Zephyr Cove NV

MOLAM002

any option to renew the term of the Lease.

4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Right of First Refusal.** There is a right of first refusal in the Lease.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: PO Box 976, Zephyr Cove, NV 89448; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

ATC Site No: 415351  
VZW Site No: 173761  
Site Name: Zephyr Cove NV

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

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

Signature: [Signature]  
Print Name: Andrew Hickman  
Title: General Manager  
Date: 5/21/19

Signature: [Signature]  
Print Name: WESLEY A. RICE

Signature: [Signature]  
Print Name: KEITH E. FONTANA

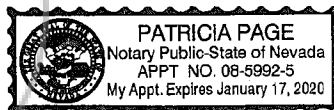
WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Nevada  
County of Douglas

On this 24<sup>th</sup> day of May, 2019, before me, the undersigned Notary Public, personally appeared Andrew Hickman, 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 which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Patricia Page  
Notary Public  
Print Name: PATRICIA PAGE  
My commission expires: 1-17-2020



[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

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

By: ATC Sequoia LLC,  
a Delaware limited liability company (  
Title: Attorney-in-Fact

Signature: *Carol Maxime*  
Print Name: Carol Maxime  
Title: \_\_\_\_\_  
Date: Senior Counsel, US Tower  
6/13/19

WITNESS

Signature: *Gene Byrd*  
Print Name: Gene Byrd

Signature: *Gene Byrd*  
Print Name: Gene Byrd

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 13<sup>th</sup> day of June, 2019, before me, the undersigned Notary Public, personally appeared Carol Maxime, Senior Counsel, 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 which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



NICOLE C. MONTGOMERY  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
April 13, 2023

*Nicole C. Montgomery*  
Notary Public

Print Name: \_\_\_\_\_  
My commission expires: 4/13/23

[SEAL]

**EXHIBIT A**

*This Exhibit A may be replaced at Tenant's option as described below.*

**PARENT PARCEL**

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

The real property situate in the County of Douglas, State of Nevada, described as follows:

All that portion of Section 15, Township 13 North, Range 18 East, M.D.M., more particularly described as follows:

Being a portion of "Adjusted 05-321-03", as shown on that Record of Survey filed for record on September 17, 1997, as Document Number 421897;

Beginning at the Southeast most corner of said "Adjusted 05-321-03",

Thence South 85° 11' 24" West 138.00 feet;  
Thence North 51° 12' 50" West 129.78 feet;  
Thence South 60° 40' 07" West 83.68 feet;  
Thence North 29° 19' 53" West 137.09 feet;  
Thence North 60° 40' 07" East 83.68 feet;  
Thence North 60° 29' 03" East 156.85 feet;  
Thence South 29° 19' 53" East 14.90 feet;  
Thence North 71° 05' 50" East 33.93 feet;  
Thence South 55° 34' 41" East 75.27 feet;  
Thence South 39° 28' 25" East 76.64 feet;  
Thence along a curve concave to the North having a radius of 125.00 feet, an arc length 23.04 feet and a central angle of 10° 33' 47", the chord of said curve bears South 83° 38' 03" East 23.01 feet;  
Thence South 01° 20' 18" West 160.30 feet to the Point of Beginning.

Containing 69,809 sq. ft., more or less.

The Basis of Bearing for this description is the above referenced Record of Survey.

Along with:

All that real property situate in the County of Douglas, State of Nevada, described as follows:

Being a portion of "Adjusted 05-301-09", as shown on that Record of Survey filed for record on April 23, 1997, as Document Number 411112;

Commencing at the North most corner of said "Adjusted 05-301-09"; thence South 29° 19' 53" East 315.10 feet to the Point of Beginning;

ATC Site No: 415351  
VZW Site No: 173761  
Site Name: Zephyr Cove NV

**EXHIBIT A (Continued)**

Thence South 29° 19' 53" East 69.09 feet;  
Thence South 60° 40' 07" West 83.68 feet;  
Thence North 29° 19' 53" West 69.09 feet;  
Thence North 60° 40' 07" East 83.68 feet to the Point of Beginning.

Containing 5,781 sq. ft., more or less.

The Basis of Bearing for this description is that Record of Survey filed for record on September 17, 1997, as Document Number 421897.

**LESS AND EXCEPT:**

All that real property situate in the County of Douglas, State of Nevada, described as follows:

Being a portion of "Adjusted 05-321-03", Record of Survey filed for record on September 17, 1997, as Document Number 421897;

Commencing at the Southeast most corner of said "Adjusted 05-321-03", thence South 85° 11' 24" West 138.00 feet; thence North 51° 12' 50" West 129.78 feet; thence South 60° 40' 07" West 83.68 feet to the Point of Beginning;

Thence South 60° 40' 07" West 85.02 feet;  
Thence North 29° 19' 53" West 68.00 feet;  
Thence North 60° 40' 07" East 85.02 feet;  
Thence South 29° 19' 53" East 68.00 feet to the Point of Beginning.

Containing 5,781 sq. ft., more or less.

The Basis of Bearing for this description is the above referenced Record of Survey.

Said Parent Parcel being that parcel conveyed to Landlord by Grant, Bargain and Sale Deed dated May 5, 2010 and recorded with Douglas County, Nevada as Instrument No. 0767870, Book 0710, Page 6007.

**Being Douglas County, Nevada Parcel Number 1318-15-601-006.**

**EXHIBIT A (Continued)**

**LEASED PREMISES**

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

All that certain lease area being a portion of that certain parcel of land described in the document filed in Book 275, page 622, Official Records of Douglas County, Nevada also being a portion of Section 15, Township 13 North, Range 18 East, M.D.M., and being more particularly described as follows:

Commencing at the Southwest terminus of that certain coarse described as North 60°29'03" East 156.85 feet as described in the aforementioned deed; thence from said point of commencement along the boundary of the aforementioned parcel of land North 60°29'03" East 14.00 feet; thence leaving said boundary South 29°30'57" East 1.00 feet to the True Point of Beginning; thence from said point of beginning North 60°29'03" East 25.00 feet; thence South 29°19'53" East 25.00 feet; thence South 60°29'03" West 6.00 feet; thence South 29°19'53" East 38.00 feet; thence South 60°29'03" West 13.00 feet; thence North 29°19'53" West 38.00 feet; thence South 60°29'03" West 7.00 feet; thence North 29°19'53" West 25.00 feet to the True Point of Beginning

Containing 1,081 Square Feet more or less.

**ACCESS AND UTILITIES**

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

Access Easement

together with an easement for access purposes being 15 feet in width from the above described lease area, to the existing access improvements; thence over and across said improvements as are shown hereon to the public right of way more commonly known as Ute Way.

Utility Easement

Together with an easement for utility purposes, six feet in width, the centerline of which is described as follows: beginning at a point on the Eastern boundary of the above described lease area which bears North 29°19'53" West 3.00 feet from the Eastern most corner thereof; thence from said point of beginning South 78°31'56" East 56.18 feet; thence North 52°14'27" East 61.89 feet thence South 56°02'44" East 38.12 feet; thence South 63°55'30" East 72.69: thence South 69°39'10" East 49.56 feet; thence South 01°20'18" West 17.00 feet and as necessary for connection to the existing joint utility pole.

ATC Site No: 415351  
VZW Site No: 173761  
Site Name: Zephyr Cove NV