

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/N. Jeanette Robinson, Esq.
ATC Site No: 306913
ATC Site Name: Carson City NV
Assessor's Parcel No(s): 1420-07-501-002

Prior Recorded Agreement

Reference:

Book _____, Page _____
Document No: _____
State of Nevada
County of Douglas

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "**Memorandum**") is entered into on the 22nd day of September, 2021 by and between **Hilltop Community Church**, a Nevada not for profit corporation, ("**Patent Holder**") and **American Tower Asset Sub, LLC**, a Delaware limited liability company ("**User**").

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

1. **Parent Parcel and Agreement.** Patent Holder is the holder of a Land Patent for the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Patent Holder (or its predecessor-in-interest) and User (or its predecessor-in-interest) entered into that certain Authorization to Use Property dated January 29, 1995 (as the same may have been amended from time to time, collectively, the "**Agreement**"), pursuant to which the User obtained rights to use 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 Agreement (such portion of the Parent Parcel so used along with such portion of the Parent Parcel so affected, collectively, the "**Premises**"), which Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Agreement, and assuming the exercise by User of all renewal options contained in the Agreement, the final expiration date of the Agreement would be June 30, 2055. Notwithstanding the foregoing, in no event shall User be required to exercise any option to renew the term of the Agreement.
3. **Right of First Refusal.** There is a right of first refusal in the Agreement.
4. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Agreement. In the event of a conflict between this Memorandum and the Agreement, the Agreement shall control. Patent Holder hereby grants the right to User to complete and

execute on behalf of Patent Holder any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.

5. **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 Patent Holder at: Hilltop Community Church, 3588 Romans Road, Carson City, NV 89705-8010; to User at: c/o American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, with copy to: c/o American Tower, 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.
6. **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.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Patent Holder and User have each executed this Memorandum as of the day and year set forth below.

PATENT HOLDER

2 WITNESSES

Hilltop Community Church,
a Nevada non-profit corporation,

Signature: Sean Sever
Print Name: Sean Sever
Title: Elder Chair
Date: 8/25/21

Signature: Jami Gray-Hackney
Print Name: Jami Gray-Hackney
Signature: Rebecca Sable
Print Name: Rebecca Sable

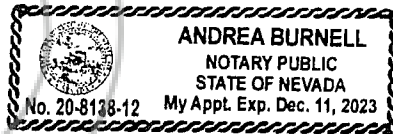
WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of NEVADA
County of CARSON CITY

On this 25TH day of AUGUST, 2021, before me, the undersigned Notary Public, personally appeared SEAN SEVER, 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.

Andrea Burnell
Notary Public
Print Name: ANDREA BURNELL
My commission expires: 12-11-23



[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

USER

American Tower Asset Sub, LLC
a Delaware limited liability company

Signature: *Carol Maxime*

Print Name: **Carol Maxime**

Title: _____

Date: **Senior Counsel, US Tower**
9/22/2021

WITNESS

Signature: _____

Print Name: *Lyndy Nguyen*

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 22nd day of September, 2021, before me, Bich Ngoc Gina Thi Nguyen 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.

Bich Ngoc Gina Thi Nguyen
Notary Public
Print Name: _____

My commission expires: _____

[SEAL]

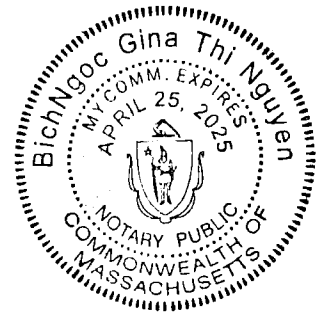


EXHIBIT A

This Exhibit A may be replaced at User's option as described below

PARENT PARCEL

User shall have the right to replace this description with a description obtained from the vesting deed (or deeds) to the fee owner of the Parent Parcel that includes the land area encompassed by the Agreement and User's improvements thereon

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

The Land is described and/or depicted as follows:

Mount Diablo Meridian, Nevada, T. 14 N., R. 20 E., Sec. 7. W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, containing 5.00 acres.

Being situated in the County of Douglas, State of Nevada, and being known as Douglas County APN: 1420-07-501-002.

PREMISES

User shall have the right to replace this description with a description obtained from the Agreement or from a description obtained from an as-built survey conducted by Patent Holder.

The Premises consists of that portion of the Parent Parcel as defined in the Agreement which shall include access and utilities easements.

ALL THAT CERTAIN PROJECT AREA SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BEING A PORTION OF THE WEST 1/2 OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 7, TOWNSHIP 14 NORTH, RANGE 20 EAST, M.D.B.&M, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LYING SOUTH 72°47'32" EAST, 104.24 FEET FROM THE NORTHWEST CORNER OF THE SAID WEST HALF (W1/2) OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 7; THENCE SOUTH 89°31'08" EAST, 60.00 FEET; THENCE SOUTH 00°48'57" WEST, 40.00 FEET; THENCE NORTH 89°31'08" WEST, 60.00 FEET; THENCE NORTH 00°48'57" EAST, 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,400 S.F. MORE OR LESS

EXHIBIT A
(continued)

ADDITION LEASE AREA AS SURVEYED:

IN ADDITION TO LEASE AREA THE FENCED AREA ON THE WESTERLY SIDE OF LEASE AREA DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LEASE AREA; THENCE NORTH 87°02'00" WEST, 19.67 FEET; THENCE SOUTH 01°23'13" WEST, 20.25 FEET; THENCE SOUTH 87°26'30" EAST, 19.87 FEET; THENCE NORTH 00°48'57" EAST, 20.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 398 S.F.

ACCESS AND UTILITIES

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

Together with a 10 foot wide easement for ingress and egress from the East line of the above described project area to the Southerly line of Jacks Valley Road, the centerline of which is more particularly described as follows:

Beginning at a point on the East line of the above described project area, lying South 00°48'57" West, 5.00 feet from the Northeast corner; thence South 89°31'08" East, 24.68 feet; thence along a tangent curve to the left having a central angle of 28°37'07", a radius of 50.00 feet, an arc length of 24.97 feet; thence North 61°51'45" East, 35.30 feet; thence along a tangent curve to the right having a central angle of 28°37'07", a radius of 50.00 feet, an arc length of 24.97 feet; thence South 89°31'08" East, 101 feet, more or less, to the centerline of an existing driveway leading from Jacks Valley Road East, to the Carson Valley Community Church; thence along said centerline to the Southerly line of Jacks Valley Road East.

Together with an easement of undefined width and location for the construction and maintenance of underground telephone and electrical lines, from existing service locations to the West line of the above described project area.