**DOUGLAS COUNTY, NV** 

2024-1007295

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FIRST CORPORATE SOLUTIONS INC. SHAWNYNE GARREN, RECORDER

# RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

McGuireWoods LLP 1800 Century Park East 8<sup>th</sup> Floor Los Angeles, CA 90067 Attn: Victoria T. Gregson, Esq.

Re: Douglas HS

(Space above line for Recorder's Use)

STATE OF NEVADA )
COUNTY OF DOUGLAS )

APN: 1320-30-802-004

D.T.T. = \$0, Lease Term less than 35 years

#### MEMORANDUM OF LEASE

This Memorandum of Lease is made as of the date of last execution below by and between East Fork Fire Protection District, with its principal offices located at 1694 County Road, Minden, NV 89423, hereinafter designated LESSOR and Sacramento-Valley Limited Partnership, a California limited partnership, d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), 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 a 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 lease from LESSOR a portion ("Premises") of that certain real property located at 1699 County Road, Minden, NV 89423 and 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 the 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.

Site: Douglas HS MGD#: 5000926250

- 3. The Commencement Date of the Agreement, of which this is a Memorandum, shall commence on the first day of the month following the day that LESSEE commences installation of the equipment on the Premises.
- 4. In the event LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in the Agreement, or an option for any of the foregoing, 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: East Fork Fire Projection District By: Name: Its: Title: Date: LESSEE: Sacramento-Valley Limited Partnership, a California limited partnership, dba Verizon Wireless By: AirTouch Cellular Inc. Its: General Partner By: Name: Its:

Title: Date:

## LESSOR ACKNOWLEDGMENT

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 Nevada )
COUNTY OF Douglas
On January 31, 2024, before me, Holly Megee, Notary Public, personally appeared Tod F. Carlin, who proved to me on the basis of
personally appeared Tod F. Cartin, 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.
The second of th
I certify under PENALTY OF PERJURY under the laws of the State of
that the foregoing paragraph is true and correct.
NOTARY PUBLIC
WITNESS my hand and official seal.
of Douglas County 20-1216-05 HOLLY MEGEE
Welly Meals Solution
Notary Public

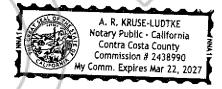
Place Notary Seal Above

## LESSEE ACKNOWLEDGMENT

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 COCTA	}
personally appeared Radia satisfactory evidence to be the personal acknowledged to me that he/she/and that by his/her/their signature(s which the person(s) acted, executed	before me, ARKING LUCTIVE, Notary Public Mary Public Notary Public Notar
CalifOrnia under PENAL that the for	TY OF PERJURY under the laws of the State of egoing paragraph is true and correct.
WITH Some and and official sea	al.

Place Notary Seal Above



#### Exhibit "A"

### (Legal Description of Property)

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

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 30, TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.B. & M. AND BEING A PORTION OF PARCEL 4 AS SET FORTH ON PARCEL MAP FOR EAGLE VALLEY CONSTRUCTION COMPANY RECORDED DECEMBER 22, 1994 IN BOOK 1294, PAGE 3497 AS INSTRUMENT NO. 353143 AND AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED JANUARY 10, 1995 IN BOOK 195, PAGE 1278 AS INSTRUMENT NO. 354071, DOUGLAS COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF COUNTY ROAD WHICH BEARS NORTH 06° 46' 27" WEST, 229.05 FEET FROM A FOUND CENTERLINE MONUMENT IN OLUA STREET AS SHOWN ON THE SUBDIVISION PLAT FOR BELARRA SUBDIVISION UNIT 2-A, FILED FOR RECORD ON JULY 26, 1977, IN BOOK 777, PAGE 1250, AS DOCUMENT NO. 11365, OFFICE OF RECORDER, DOUGLAS COUNTY, NEVADA;

THENCE ALONG SAID NORTH LINE SOUTH 74° 50' 00" WEST, 460.94 FEET TO THE POINT OF

BEGINNING:

THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 74° 50′ 00″ WEST, 168.73 FEET;

THENCE NORTH 00° 53' 30" EAST, 465.30 FEET;

THENCE SOUTH 63° 25' 00" EAST, 179.94 FEET;

THENCE SOUTH 00° 53' 30" WEST, 340,61 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS "PARCEL 2" AS SHOWN BY RECORD OF SURVEY MAP RECORDED JANUARY 11, 1995 IN BOOK 195, PAGE 1454 AS INSTRUMENT NO. 354167 AND AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED JANUARY 18, 1995 IN BOOK 195, PAGE 2242 AS INSTRUMENT NO. 354482, IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JANUARY 12, 1995 IN BOOK 195, PAGE 1675 AS INSTRUMENT NO. 354248 OF OFFICIAL RECORDS.

APN: 1320-30-802-004