DOUGLAS COUNTY, NV

2024-1007296

Rec:\$40.00

\$40.00 Pgs=5

05/01/2024 01:52 PM

FIRST CORPORATE SOLUTIONS INC. SHAWNYNE GARREN, RECORDER

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

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

Re: Heybourne

(Space above line for Recorder's Use)

STATE OF NEVADA

COUNTY OF DOUGLAS

APN: 1420-27-401-011

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 1450 Stephanie Way, 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: Heybourne MGD#: 5000919830

- 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.
- In the event LESSOR receives an offer or letter of intent from any person or entity that is 4. 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
- The terms, covenants and provisions of the Agreement, the terms of which are hereby 5. 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 Fo	ork Fire/	Profecti	on Distr	ict
. "	$\mathcal{A}I$		The same of	
The same of	K/ AL			
By: Name:	M	19		3
Name:	777	> ¥.(CAPI	101
Its:		-		
Title:	DYS	PICT	CH	EF_
Date:		31 2	4	
		1	1	
		ľ		

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 Meges, Notary Public,
On January 31, 3074, before me, Holly Mage, Notary Public, personally appeared Tod F. Carlin, 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.
I certify under PENALTY OF PERJURY under the laws of the State of
Meyada that the foregoing paragraph is true and correct.
NOTARY PUBLIC
WITNESS my hand and official seal.
of Douglas County 20-1216-05 HOLLY MEGEE
My Appointment Expires February 7, 2026
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 <u>CALIFORNIA</u> COUNTY OF <u>CONTA</u> CODA))	<			7
On April 23, 2024 personally appeared Radra satisfactory evidence to be the personal acknowledged to me that he/she and that by his/her/their signature which the person(s) acted, executed	e/they execute s) on the inst	ed the same in his/l rument the persor	her/their auth	norized cap	pacity(ies),
I certify under PENAI (a)(D)(D) that the fo	regoing paras	ERJURY under graph is true and c	.07	of the	State of
Notary Public			Place Notar	y Seal Above	e
		L KNA L	No.	A. R. KRUSE-LUI otary Public - Cal Contra Costa Co Commission # 24 omm. Expires Ma	lifornia (**) Junty (**) 138990 (**)

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:

THE WEST HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 27, TOWNSHIP 14 NORTH, RANGE 20 EAST, M.D.M., DOUGLAS COUNTY, NEVADA.

APN: 1420-27-401-011