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Official Record

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Mike Rebaleati - Recorder

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Book- 0530 Page- 0370



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Upon Recording, Return to:

McGuireWoods LLP
1800 Century Park East
8th Floor
Los Angeles, California 90067
Attention: Lisa A. Atty, Esq.
(Site Name: Mac)

STATE OF NEVADA)
)
COUNTY OF EUREKA)

MEMORANDUM OF LAND LEASE AGREEMENT

This Memorandum of Land Lease Agreement is made as of the date of the last signature below between Newmont USA Limited, with its mailing address located at 1655 Mountain City Hwy, Elko, Nevada 89801, hereinafter referred to as "LESSOR," and Southwestco Wireless LP, a Delaware limited partnership, d/b/a Verizon Wireless, by Southwestco Wireless Inc., its managing partner, with its principal office located at One Verizon Way, MailStop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "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") dated as of the date of the last signature thereto for an initial term of five (5) years, commencing on the Commencement Date. The Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.
2. Pursuant to the Agreement, LESSOR has leased to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located in Section 34, Township 34 North, Range 51 East, M.D.B.&M, in the County of Eureka, State of Nevada, as legally described in Exhibit "A" attached hereto and made a part hereof, and being described as an approximate forty foot (40') by forty foot (40') parcel containing an area of approximately one thousand six hundred (1,600) square feet (the "Land Space"), together with the non-exclusive right for vehicular ingress and egress, seven (7) days a week twenty-four (24) hours a day, subject to LESSOR's mine operations and any conditions and regulations imposed on the Property by the Mine Safety Health Administration over or along the existing access road from the nearest right of way, over and across private lands owned by LESSOR and/or its affiliates or lands

over which LESSOR has been granted rights of access pursuant to United States Bureau of Land Management plan(s) of operation to the Land Space (the "Access Rights of Way"), and for the installation, operation, maintenance and repair of a communications tower, utility wires, poles, cables, conduits, and pipes over or under one or more rights of way to and from the Land Space (collectively, the "Utilities Rights of Way"), said Land Space, Access Rights of Way and Utilities Rights of Way (hereinafter collectively referred to as the "Premises").

3. The Agreement shall commence based upon the date LESSEE commences installation of equipment on the Premises. In the event the date at which LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (the "Commencement Date").
4. If LESSOR elects during the term of the Agreement to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE has the right of first refusal to meet any bona fide offer of grant of easement or interest in the Property or portion thereof on the same terms and conditions of such offer.
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, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date last written below.

LESSOR:

Newmont USA Limited

By: Richard J. Matthews
Name: Richard J. Matthews
Title: Vice President
Date: 7 March 2012

LESSEE:

**Southwestco Wireless LP,
d/b/a Verizon Wireless**

By: ~~Southwestco Wireless Inc.~~
~~Its: Managing Partner~~

By: [Signature]
Name: Walter L. Jones, Jr.
Title: Area Vice President Network
Date: 4/5/12



LESSOR ACKNOWLEDGMENT

STATE OF Nevada)

COUNTY OF Elko)

On 3/7/12, before me, Carole T Smith, personally appeared Richard J. Matthews 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Carole T Smith
Notary Public

(Seal)



LESSEE ACKNOWLEDGMENT

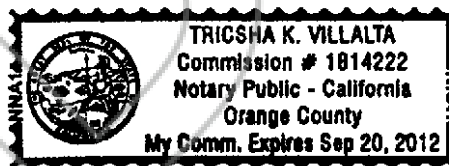
State of California)
)
County of Orange)

On April 5, 2012 before me, Trishak Villalta, Notary Public,
personally appeared Walter L. Jones, Jr.
who proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that he executed the same in his
authorized capacity, and that by his signature on the instrument the person, or the entity upon
behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Trishak Villalta
Signature of Notary Public



Place Notary Seal Above

EXHIBIT "A"

Legal Description of Property

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

Copper King No.1, Copper King No. 2 and Copper King No.5, lode mining claims, designated by the Surveyor General as Survey No. 4471, embracing a portion of Sections 27 and 28, Township 34 North, Range 51 East, M.D.B.&M., in the Maggie Creek Mining District, as described in patent executed by the United States of America, recorded April 14, 1923 in Book 19, Page 410, Deed Records of Eureka County, Nevada.

Good Hope No. 3, Good Hope No.4, Good Hope No.5, Good Hope NO. 6 and Good Hope No. 7, lode mining claims, designated by the Surveyor General as Survey No. 3647A, embracing a portion of Township 34 North and of Section 27, Township 34 North, Range 51 East, M.D.B.&M., in the Maggie Creek Mining District, as described in patent executed by the United States of America, recorded November 12, 1914 in Book 18, Page 24, Deed Records of Eureka County, Nevada.

There No. 1, There No.3, There NO.5 and There No.7, lode mining claims, designated by the Surveyor General as Mineral Survey No. 4997, excepting Railroad Grants 249 and 997571, within Sections 2 and 3, Township 33 North, Range 51 East, and Section 35, Township 34 North, Range 51 East, MD.B.&M., as described in patent executed by the United States of America, recorded October 28, 1985 in Book 136, Page 464, Official Records of Eureka County, Nevada.

LES-1, LES-4, KL-5, KL-6, KL-8 and KL-9, lode mining claims, designated by the Surveyor General as Mineral Survey No. 4998, excepting Railroad Grants 249, 997571 and 1039981, and the patented Good Hope No. 7 lode mining claim, Mineral Survey No. 3647-A, within Section 3, Township 33 North, Range 51 East, and Sections 34 and 35, Township 34 North, Range 51 East, M.D.B.&M., as described in patent executed by the United States of America, recorded October 28, 1985 in Book 139, Page 481, Official Records of Eureka County, Nevada.

Point Too, lode mining claim, designated by the Surveyor General as Survey No. 5020, excepting the patented KL-5, KL-6, KL-9 lodes, M.S. 4998, and Railroad Grants 249 and 997571, embracing a portion of Section 3, Township 33 North, Range 51 East, and Sections 34 and 35, Township 34 North, Range 51 East, M.D.B.&M., situated in an Unknown Mining District, as described in patent executed by the United States of America, recorded January 11, 1991 in Book 219, Page 429, Official Records of Eureka County, Nevada.

There No. 2, lode mining claim, designated by the Surveyor General as a portion of Mineral Survey No. 5049, within Sections 2 and 3, Township 33 North, Range 51 East, M.D.B.&M., excepting those portions of said mineral survey within patent no. 165456, Section 2, and Railroad Grant 249, Section 3, in the Unknown (Gold Quarry) Mining District, as described in patent executed by the United States of America, recorded May 10, 2000 in Book 334, Page



143, and re-recorded July 7, 2000 in Book 335, Page 238, Official Records of Eureka County, Nevada.

There No. 9A, lode mining claim, designated by the Surveyor General as a portion of Mineral Survey No. 5049, within Section 2, Township 33 North, Range 51 East, and Section 35, Township 34 North, Range 51 East, M. D.B.&M., excepting that portion of said mineral survey within the patented There NO. 7 lode mining claim of M.S. 4991, within Section 2, Township 33 North, Range 51 East, patent no. 27-86-0054, within Section 2, Township 33 North, Range 51 East, and Railroad Grant 997571 within Section 35, Township 34 North, Range 51 East, in the Unknown (Gold Quarry) Mining District, as described in patent executed by the United States of America, recorded May 10, 2000 in Book 334, Page 145, and re-recorded July 7, 2000 in Book 335, Page 259, Official Records of Eureka County, Nevada,

Lorri-1 and Lorri-2, lode mining claims, designated by the Surveyor General as a portion of Mineral Survey No. 5050, within Section 35, Township 34 North, Range 51 East, M.D.B. &M., excepting that portion of said mineral survey within Railroad Grant 1026541, in the Maggie Creek Mining District, as described in patent executed by the United States of America, recorded May 10, 2000 in Book 334, Page 147, and re-recorded July 7, 2000 in Book 335, Page 280, Official Records of Eureka County, Nevada.

TUSC No. 47, TUSC No. 48, TUSC NO. 49, TUSC No. 50, TUSC No. 52 and TUSC No. 53, lode mining claims, designated by the Surveyor General as a portion of Mineral Survey No. 5047, within Sections 27, 28 and 34, Township 34 North, Range 51 East, M.D.B.&M., excepting that portion of said mineral survey within the patented Copper King No. 2 and Copper King No. 5, lode mining claims of M.S. 4471, within Sections 27 and 28, and the Good Hope NO. 4 and Good Hope No. 5, lode mining claims of M.S. 3647A, within Sections 27 and 34, in the Unknown (Gold Quarry) Mining District, as described in patent executed by the United States of America, recorded May 10, 2000 in Book 334, Page 149, and re-recorded July 7, 2000 in Book 335, Page 330, Official Records of Eureka County, Nevada.

TUSC No. 19, TUSC No. 20, TUSC No. 25, TUSC No. 26 and TUSC No. 27, lode mining claims, designated by the Surveyor General as a portion of Mineral Survey No. 5046, within Section 34, Township 34 North, Range 51 East, M. D.B. &M., in the Unknown (Gold Quarry) Mining District, as described in patent executed by the United States of America recorded May 10, 2000 in Book 334, Page 151, and re-recorded July 7, 2000 in Book 335, Page 354, Official Records of Eureka County, Nevada.

