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Official Record

Requested By
SPL INC - LA

Eureka County - NV

Mike Rebaleti - Recorder

Page: 1 of 7 Fee: \$20.00
Recorded By FS RPTT: \$0.00
Book- 0531 Page- 0130



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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: Chevas Peak)

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, doing business in Nevada as Newmont Mining Corporation, 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."

- 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.
- The United States Department of the Interior, Bureau of Land Management ("BLM") is the owner of certain real property located in Eureka County, Nevada (the "Land"), as more particularly described in Exhibit "A" attached hereto and made a part hereof. LESSOR is the owner of the existing tower (the "Tower") located on the Property (as defined herein) and manager of the BLM rights of way including N-56896 and N-77030 ("BLM Rights of Way"), Eureka County, Nevada 89821. Pursuant to the Agreement, LESSOR leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property") and use of a portion of the BLM Rights of Way, which Property is more particularly described in Exhibit "B" attached hereto and made a part hereof. The Property is located generally in Section 1, T.35N., R50E. MDM.

The portion of the Property to be leased to LESSEE hereunder is described as space on the Tower ("Tower Space"), an approximate fourteen foot (14') by fourteen foot (14') parcel containing approximately 196 square feet (the "Land Space"), subject to the BLM Rights-of-Way. 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 ("MSHA"), over or along the existing access road from the nearest right of way to the Tower Space and Land Space (the "Access Rights of Way"), and for the installation, operation, maintenance and repair of a communications equipment, utility wires, cables, conduits, and pipes over or under one or more rights of way to and from the Tower Space and Land Space (collectively, the "Utilities Rights of Way"), said Tower Space, 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. 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, doing business in
Nevada as Newmont Mining Corporation**

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: 4/16/12



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~~ ^{Nevada} that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Carole T Smith
Notary Public

(Seal)



LESSEE ACKNOWLEDGMENT

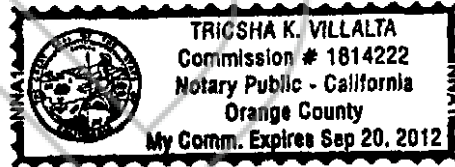
State of California)
)
County of Orange)

On April 16, 2012 before me, Trisha K. 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.

Trisha K. Villalta
Signature of Notary Public



Place Notary Seal Above



EXHIBIT "A"

Legal Description of Land

Property located in Section 1, Township 35 North, Range 50 East Mount Diablo Meridian ~~in the~~
~~City of Chevas Peak~~, County of Eureka, State of Nevada

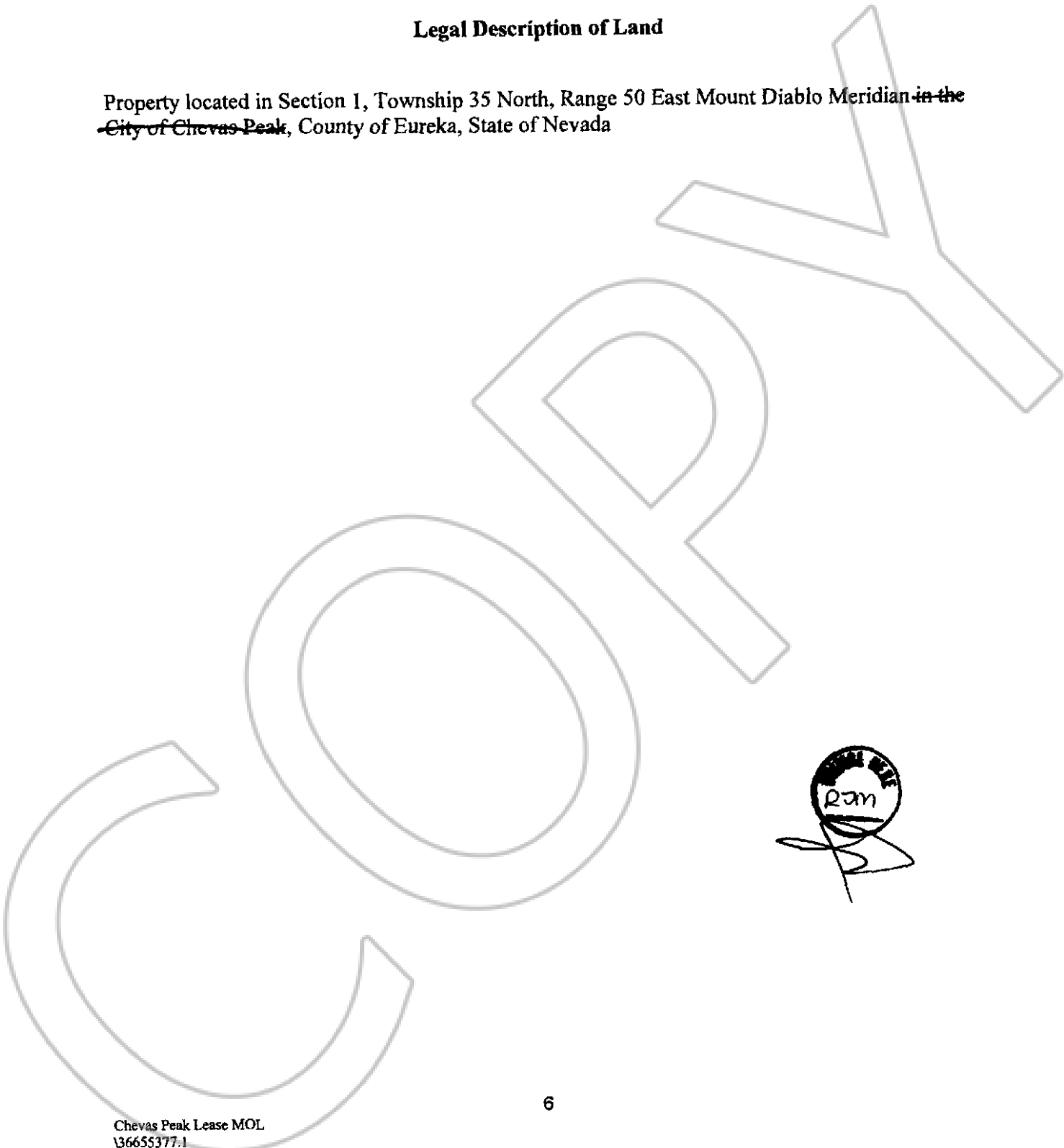


EXHIBIT "B"

Legal Description of Property

A portion of the property located in Section 1, Township 35 North, Range 50 East Mount Diablo Meridian in the City of Chevas Peak, County of Eureka, State of Nevada pursuant to Department of the Interior Bureau of Land Management Right-of-Way Grant/Temporary Use Permit Serial Number NVN-056896

