

EUREKA COUNTY, NV

2023-250782

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AURO SOLUTIONS, LLC

KATHERINE J. BOWLING, CLERK RECORDER

Prepared by and Return to:

American Tower

10 Presidential Way

Woburn, MA 01801

Attn: Land Management/Karla Disla, Esq.

ATC Site No: 40553

ATC Site Name: Dunphy

Assessor's Parcel No(s): 004-400-01

No Prior Recorded Lease

Reference

State of Nevada

County of Eureka

MEMORANDUM OF LEASE

This Memorandum of Lease (the "***Memorandum***") is entered into as of the latter signature date hereof, by and between **Nevada Gold Mines LLC**, a Delaware limited liability company, ("***Lessor***") and **American Towers LLC**, a Delaware limited liability company ("***Lessee***").

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

1. **Parent Parcel and Lease.** Lessor is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "***Parent Parcel***"). Lessor (or its predecessor-in-interest) and Lessee (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated November 19, 1999 (as the same may have been amended from time to time, collectively, the "***Lease***"), pursuant to which the Lessee leases 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 Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "***Leased Premises***"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Lessee of all renewal options contained in the Lease, the final expiration date of the Lease would be November 30, 2099. Notwithstanding the foregoing, in no event shall Lessee be required to exercise any option to renew the term of the Lease.
3. **Leased Premises Description.** Lessee shall have the right, exercisable by Lessee at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Lessee's request, Lessor shall execute

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and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

4. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Lessor hereby grants the right to Lessee to complete and execute on behalf of Lessor 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 Lessor at: "Nevada Gold Mines LLC Attn: Land Department 1655 Mountain City Highway Elko, Nevada 89801; to Lessee at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: 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.
7. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Lessor and Lessee have each executed this Memorandum as of the day and year set forth below.

LESSOR

**Nevada Gold Mines LLC,
a Delaware limited liability company**

Signature: Hiliary T. Wilson
Print Name: Hiliary Wilson
Title: Secretary
Date: April 20, 2023

2 WITNESSES

Signature: Abigail M. Everett
Print Name: Abigail M. Everett
Signature: Pamela Merkle
Print Name: PAMELA MERKLEY

WITNESS AND ACKNOWLEDGEMENT

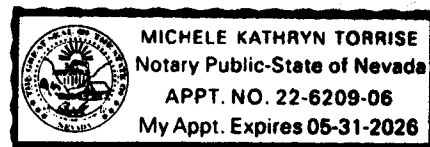
State/Commonwealth of Nevada

County of Elko

On this 20th day of April, 2023, before me, the undersigned Notary Public, personally appeared Hiliary Wilson, 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.

Michele Kathryn Torrise
Notary Public
Print Name: Michele Kathryn Torrise
My commission expires: 5/31/2026



[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

American Towers LLC,
a Delaware limited liability company

Signature:

Carol Maxime

Print Name:

Carol Maxime

Title:

Senior Counsel, US Tower

Date:

6/20/2023

WITNESS

Signature:

Print Name:

Signature:

Print Name:

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 20 day of June, 2023, before me, the undersigned Notary Public, personally appeared Carol Maxime, Sr. 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.

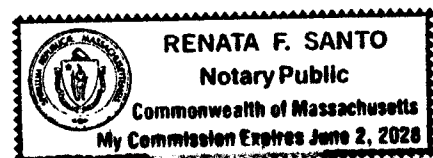
WITNESS my hand and official seal.

Notary Public

Print Name:

Renata F. Santo

My commission expires:



[SEAL]

EXHIBIT A

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

PARENT PARCEL

Lessee shall have the right to replace this description with a description obtained from Lessor's deed (or deeds) that include the land area encompassed by the Lease and Lessee's improvements thereon.

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

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

Township 33 North Range 48 East, MDM

North Half of Section 23:

Excepting from the swim of Section 23 and N1/2 of Section 26, Township 33 North, Range 48 East, M.D.M., that portion of land conveyed to NL Baroid Division of NL Industries, Inc., by Deed dated December 17, 1978, recorded December 28, 1978, in Book 68, Page 244, Official Records, Eureka County, Nevada.

Portion of the South Half of Section 26: All;

Except a portion lying and being in the NE1/4 of said Section 26, conveyed by Joe Filippini and wife, to the Western Pacific Railroad Company by Deed dated June 14, 1947, recorded in Book 23, Page 176 of deeds.

Also, excepting therefrom a portion of the NW1/4 SW1/4 SW 1/4 of said Section 26, (said exception covers land in Section 27 also), conveyed by Joe Filippini and wife, to National Lead Company, by Deed dated November 19, 1946, and recorded in Book 23, Page 135 of Deeds;

Further excepting from the SW 1/4 of Section 23 and N1/2 of Section 26, township 33 North, Range 48 East, M.D.M? that portion of land conveyed to NL Barak Division of NL Industries, Inc., by Deed dated December 17, 1978, recorded December 28, 1978, in Book 68, Page 244, Official Records, Eureka Count:, Nevada;

Parcel ID: #004-400-01

This being portion of the same property conveyed to Nevada Gold Mines LLC, a Delaware limited liability company from Elko Land and Livestock Company, a Nevada Corporation in a Correction Ranch Deed dated July 1, 20149 and recorded December 15, 2021 as Instrument No. 2021-247658 in Eureka County, Nevada. This being a portion of the same property conveyed to Nevada Gold Mines, LLC, a Delaware

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EXHIBIT A (Continued)

limited liability company from Newmont USA Limited, a Delaware corporation in a Correction Mining Deed dated July 1, 2019 and recorded December 15, 2021 as Instrument No. 2021-247659 in Eureka County, Nevada

LEASED PREMISES

Lessee shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Lessee.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Lessee in the Lease; (ii) Lessee's (and Lessee's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

ALL THAT PORTION OF SECTION 23, TOWNSHIP 33 NORTH, RANGE 48 EAST, MOUNT DIABLO MERIDIAN, COUNTY OF EUREKA, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 25, T. 33N., R.48E., M.D.M. AS SAID CORNER IS SHOWN ON "PARCEL MAP FOR NEWMONT GOLD COMPANY" FILED AUGUST 20, 1992, AND INDEXED AS FILE NO. 142001 IN THE OFFICE OF THE COUNTY RECORDER OF EUREKA COUNTY AND FROM WHICH CORNER THE SOUTHEAST CORNER OF SAID SECTION 25 BEARS N 88° 39' 04" E, A DISTANCE OF 5,313.58 FEET; THENCE N 2° 22' 16" W, A DISTANCE OF 5,389.03 FEET TO THE TRUE POINT OF BEGINNING; THENCE N 58° 57' 11" W, A DISTANCE OF 90.00 FEET; THENCE N 31° 02' 49" E, A DISTANCE OF 100.00 FEET; THENCE S 58° 57' 11" E, A DISTANCE OF 100.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF A 20 FOOT SIERRA PACIFIC POWER COMPANY RIGHT-OF-WAY GRANT (PER EUREKA COUNTY RECEPTION FILE NO. 37228); THENCE S 31° 02' 49" W, ON AND ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET; THENCE N 58° 57' 11" W, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID LEASE PREMISES LIES WITHIN THE SOUTHEAST QUARTER OF SAID SECTION 23 AND IS FURTHER DELINEATED ON EXHIBIT "A1" ATTACHED HERETO.

CONTAINING 10,000 SQUARE FEET.

EXHIBIT A (Continued)

ACCESS AND UTILITIES

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

UTILITY EASEMENT AND ACCESS AS SURVEYED

ALL THAT PORTION OF SECTION 23, TOWNSHIP 33 NORTH, RANGE 48 EAST, MOUNT DIABLO MERIDIAN, COUNTY OF EUREKA, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 23, T. 33N, R.48E., M.D.M. THENCE S00°00'00" E, A DISTANCE OF 745.89 FEET ALONG THE EAST LINE OF SAID SECTION 23 TO THE POINT OF BEGINNING; THENCE N 50°17'13" W, A DISTANCE OF 115.50 FEET; THENCE N 51°26'58" W, A DISTANCE OF 66.19 FEET; THENCE N 54°50'12" W, A DISTANCE OF 77.55 FEET; THENCE N 58°23'39" W, A DISTANCE OF 56.04 FEET; THENCE N 61°09'16" W, A DISTANCE OF 71.71 FEET; THENCE N 63°17'14" W, A DISTANCE OF 101.58; THENCE N 65°24'36" W, A DISTANCE OF 100.65 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 94°55'01" AND CHORD DISTANCE OF 29.47 FEET WHICH BEARS N 17°57'05" W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 33.13 FEET; THENCE N 29°30'26" E, A DISTANCE OF 132.96 FEET; THENCE N 30°56'18" E, A DISTANCE OF 327.39 FEET; THENCE N 27°36'29" E, A DISTANCE OF 100.00 FEET; THENCE N 01°47'49" E, A DISTANCE OF 25.55 FEET; THENCE N 58°57'11" W, A DISTANCE OF 47.73 FEET; THENCE S 26°48'07" W, A DISTANCE OF 18.40 FEET; THENCE S 28°06'23" E, A DISTANCE OF 18.64 FEET; THENCE S 46°12'00" E, A DISTANCE OF 19.43 FEET; THENCE S 24°45'12" W, A DISTANCE OF 90.35 FEET; THENCE S 30°56'18" W, A DISTANCE OF 327.79 FEET; THENCE S 29°30'26" W, A DISTANCE OF 176.79 FEET; THENCE S 65°24'36" EAST, A DISTANCE OF 144.24 FEET; THENCE S 63°17'00" E, A DISTANCE OF 100.46 FEET; THENCE S 61°08'56" EAST, A DISTANCE OF 71.34 FEET; THENCE S 58°22'55" E, A DISTANCE OF 54.15 FEET; THENCE S 54°50'12" E, A DISTANCE OF 76.94 FEET; THENCE S 51°26'58" E, A DISTANCE OF 65.00 FEET; THENCE S 50°17'13" E, A DISTANCE OF 132.01 FEET TO A POINT ON THE EAST LINE OF AFORESAID SECTION 23; THENCE N 00°00'00" E, ALONG SAID LINE A DISTANCE OF 26.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 26,105 SQUARE FEET OR 0.599 ACRES MORE OR LESS.