

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Sherman & Howard L.L.C.  
633 17<sup>th</sup> Street, Suite 3000  
Denver, Colorado 80202  
Attn: Eileen Lynch  
Re: LSC McNutt

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(Space above this line for recorder's use)

### **MEMORANDUM OF LAND LEASE AGREEMENT**

This Memorandum of LAND LEASE AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between Gadsden Independent School District, with principal offices located at P.O. Box 70, Anthony, New Mexico 88021, hereinafter designated "LESSOR" and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 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 a "Party."

1. LESSOR and LESSEE entered into a Land Lease Agreement (the "Agreement") on \_\_\_\_\_, 20\_\_ 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 three (3) months prior to the end of the then current term.

2. LESSOR leased to LESSEE approximately 900 square feet of land space (the "Premises") located at 100 Airport Road, Santa Teresa, New Mexico, 88008, which is legally described in Exhibit "A" attached hereto and made a part hereof (the "Property"), for the installation, operation and maintenance of communications equipment; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty-four (24) hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a twenty-two (22) foot wide right-of-way and utility easement (the "Easement"). In the event there are not sufficient electric and telephone utility sources located on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on, over and/or under the Property necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR.

3. The Commencement Date of the Agreement, of which this is a Memorandum, is the first day of the month after LESSEE begins installation of LESSEE's communications equipment.

4. LESSEE has the right of first refusal to purchase the Property 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.

*Signatures on following page*

IN WITNESS WHEREOF, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

**LESSOR:**

Gadsden Independent School District

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSOR ACKNOWLEDGMENT**

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_, 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/she executed the same in his/her authorized  
capacity, and that by his/her 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 \_\_\_\_\_  
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

**LESSEE:**

Verizon Wireless (VAW) LLC d/b/a Verizon  
Wireless

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE ACKNOWLEDGMENT**

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_, 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 \_\_\_\_\_  
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"****DESCRIPTION OF PROPERTY**

A tract of land situate north of Santa Teresa, Dona Ana County, New Mexico in Section 20, T. 28S., R.3E., N.M.P.M. of the U.S.G.L.O. Surveys and being more particularly described as follows to wit:

BEGINNING at a concrete monument found on the north right of way line of Dona Ana County Road A-017 (Strauss Road) for the southeast corner of this tract; whence a U.S.G.L.O. brass cap found for the 3 mile corner on the west boundary of the Santa Teresa Grant bears S.86°27'07"E., 474.26 feet;

THENCE from the point of beginning along said right of way line S.73° 48'25"W., 692.28 feet to a 1/2" iron rod set for the southwest corner of this tract;

THENCE leaving said right of way line N.16°ir35"W., 1020.48 feet to a 1/2" iron rod set on the centerline of a 100 foot wide drainage easement for the northwest corner of this tract;

THENCE along said centerline N.65°50'10"E., 385.05 feet to a 1/2" iron rod set for the northeast corner of this tract;

THENCE leaving said centerline S.32°20'31"E., 1117.99 feet to the point of beginning containing 13.00 acres of land more or less. Subject to a 50 foot wide drainage easement parallel and immediately adjacent to the north boundary of this tract, a 20 foot wide utility easement parallel and immediately adjacent to the north boundary of this tract, a 20 foot wide utility easement parallel and immediately adjacent to the south boundary of this tract and a 20 foot wide utility easement running diagonally across the southeast corner of this tract and whose centerline is

BEGINNING at a point on the north right of way line of Strauss Road; whence the southeast corner of the above described tract bears N.73° 48'25"E., 416.50 feet;

THENCE leaving said right of way line N.28°48'26"E., 226.24 feet to a point of curvature;

THENCE around the arc of a curve to the left having 3 radius of 2114.66 feet, an arc length of 238.46 feet, through a central angle of 06°27'39" and whose long chord bears N.25°34'37"E., 238.33 feet to a point on the east boundary of the above described tract for the end of this centerline. All as shown on plat of survey dated May 7, 1992 by Diamondback Land Surveying Company.