

**City of Carson City
Agenda Report**

Date Submitted: January 8, 2013

Agenda Date Requested: January 17, 2013

Time Requested: 15 Minutes

To: Mayor and Supervisors

From: Parks and Recreation Department

Subject Title: For possible action to adopt a resolution finding that it is in the best interest of the public to lease approximately 625 square feet of City property located at Lone Mountain to Cingular Wireless, PCS, LLC, for the construction of a communication antenna, and action to authorize the City Manager or designee to execute documents necessary for the leasing of the property. (Juan F. Guzman)

Staff Summary: This request is for the Board to adopt a resolution authorizing a lease of City property directly to Cingular Wireless, without a public offering. Staff also requests authorization to execute the documents necessary to complete the lease.

Type of Action Requested: (check one)

☐ Resolution ☐ Ordinance
☒ Formal Action/Motion ☐ Other (Specify)

Does This Action Require A Business Impact Statement: ☐ Yes ☒ No

Recommended Board Action: I move to adopt a resolution finding that it is in the best interest of the public to lease approximately 625 square feet of City property located at Lone Mountain to Cingular Wireless, PCS, LLC, for the construction of a communication antenna, and action to authorize the City Manager or designee to execute documents necessary for the leasing of the property.

Explanation for Recommended Board Action: The lease is for approximately 625 square feet at Lone Mountain near the existing power transmission lines at the south end of APN 002-102-81. The proposed communication antenna array was approved as part of a Special Use Permit (SUP-11-101-81). The negotiated lease fee is for \$1,500 per month (which is above the appraised value) with a 10% rental adjustment clause for renewals. The appraised fair market value was determined in a separate action through a public hearing as required by N.R.S. 244.2815. Staff has worked closely with the District Attorney's Office in developing the documents, negotiating the lease, and compliance with the Nevada Revised Statutes. Lone Mountain contains approximately 18 acres that were acquired by Carson City as a park as part of the development of the Northridge Subdivision. Existing improvements include an improved parking area, trail, and utility easements containing power distribution lines.

Applicable Statute, Code, Policy, Rule or Regulation: N.R.S. 244.2815

Fiscal Impact: Rental income of \$1,500 per month with a 10% rental adjustment clause for renewal. It is recommended that the lease income be deposited in the Parks and Recreation accounts.

Explanation of Impact: The negotiated rent is above fair market value as determined by appraisal and through a public hearing as required by N.R.S. 244.2795.

Funding Source: Parks and Recreation accounts.

Alternatives:

Not to approve.

Request changes to the resolution or lease documents.

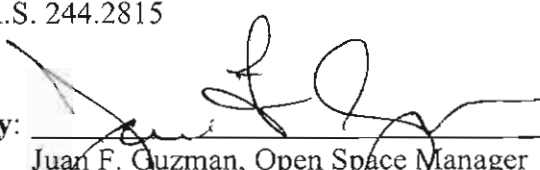
Supporting Material:

Draft Resolution

Lease document

Copy of N.R.S. 244.2815

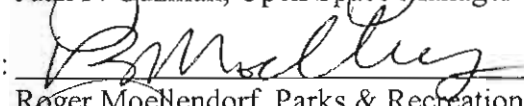
Prepared By:


Juan F. Guzman, Open Space Manager

Date:

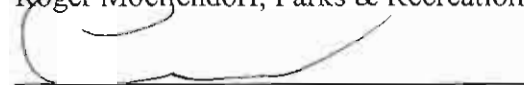
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Reviewed By:


Roger Moellendorf, Parks & Recreation Director

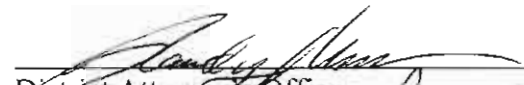
Date:

1/8/13


Lawrence A. Werner, City Manager

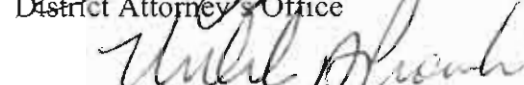
Date:

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District Attorney's Office

Date:

1/8/13


Finance Department

Date:

1/8/13

Board Action Taken:

Motion: _____ 1: _____ Aye/Nay

2: _____

(Vote Recorded By)

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS TO LEASE APPROXIMATELY 265 SQUARE FEET OF UNDEVELOPED CITY PROPERTY AT LONE MOUNTAIN, ASSESSOR PARCEL NUMBER 002-101-81, TO CINGULAR WIRELESS, PCS, LLC, FOR THE PURPOSE OF DEVELOPING AN ARRAY OF TELECOMMUNICATION ANTENNAS AND WITHOUT FIRST OFFERING THE REAL PROPERTY TO THE PUBLIC

WHEREAS, Carson City owns the fee title of Assessor Parcel Number 002-101-81 containing approximately 18 acres known as Lone Mountain and located south of Northridge Drive, east of Roop Street, and north Lone Mountain Cemetery in Carson City, Nevada; and

WHEREAS, Lone Mountain was acquired by Carson City to be used as a natural park for passive recreation and scenic enjoyment as part of the development of the Northridge Subdivision; and

WHEREAS, Lone Mountain contains a developed parking area providing access to an unpaved trail and along the south portion of the property there is a topographical ridge already containing easements providing for above-ground power distribution lines; and

WHEREAS, Cingular Wireless, PCS, LLC, a Delaware Limited Liability Company, desires to lease approximately 625 square feet for the purpose of constructing an array of telecommunication antennas; and

WHEREAS, Cingular Wireless, PCS, LLC, obtained a Special Use Permit (SUP-11-029) on May 25, 2011, subject to 18 conditions of approval for the proposed development of the antenna array site; and

WHEREAS, the Nevada Revised Statutes, Section 244.2815, Sale, lease or disposal of real property of county for redevelopment or economic development; requirements, provides that a board of county commissioners may lease real property for the purpose of economic development without first offering the property to the public and for less than fair market value of the real property; and

WHEREAS, the Nevada Revised Statutes, 244.2815, Subsection 2 requires that before a board of county commissioners may lease real property pursuant to this section, the board must: a) Obtain an appraisal of the real property, and b) adopt a resolution finding that it is in the best interest of the public to sell, lease or otherwise dispose of the real property without offering the real property to the public and for less than fair market value of the real property; and

WHEREAS, Nevada Revised Statutes 244.2815, Subsection 4 provides five criteria for the definition of economic development; and

WHEREAS, staff, in consultation with the District Attorney's Office finds that Criteria #2, the support, retention, or expansion of existing commercial enterprises or facilities within the county; and

WHEREAS, Criteria #3, the establishment, retention or expansion of public/quasi-public or other facilities or operations within the county are advanced through this proposal for the lease of county property for the provision of communication facilities that will benefit Carson City residents, businesses, and commerce in Carson City at large;

NOW THEREFORE, the Carson City Board of Supervisors hereby resolves that, in accordance with the provision of the Nevada Revised Statutes, Section 244.2815, it is in the best interest of the public to lease approximately 625 square feet of City property located at Lone Mountain without an offering of the real property to the public and in accordance with the terms as written in the land lease agreement between Carson City and Cingular Wireless and further subject to the conditions of approval of Special Use Permit, SUP-11-029, the Board of Supervisors hereby authorizes the City Manager and/or his designee to execute documents necessary in order to complete this lease transaction.

Upon motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted this _____ day of _____, 201__, by the following vote:

AYES: Supervisors

NAYES: Supervisors

ABSENT: Supervisors

ROBERT L. CROWELL, Mayor

ATTEST:

ALAN GLOVER, Clerk-Recorder

Market: San Francisco/Sacramento/Reno
Cell Site Number: CN6108
Cell Site Name: Carson - Andorra (NV)
Fixed Asset Number: 10067400

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by and between Carson City, Nevada, a consolidated municipality of the State of Nevada, having a mailing address of 3303 Butti Way, #9, Carson City, Nevada 89701 ("**City**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("**Cingular**").

BACKGROUND

City owns or controls the certain plot, parcel or tract of land together with all rights and privileges arising in connection therewith, located at Lone Mountain at Winnie and Roop, north of Lone Mountain Cemetery, Carson City, Nevada, 89706, APN 02-101-81, in the County of Carson City, State of Nevada (collectively, the "**Property**"). City uses the property as a natural park for passive recreation and scenic enjoyment. Through a public hearing the City issued a Special Use Permit for Cingular's proposed use. Cingular desires to use a portion of the Property in connection with its federally licensed communications business. City desires to grant to Cingular the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **LEASE OF PREMISES.** City hereby leases to Cingular a certain portion of the Property containing approximately 625 (25' x 25') square feet including the air space above such ground space for the placement of Cingular's Communications Facility as described on attached **Exhibit 1** (the "**Premises**").
2. **PERMITTED USE.** In accordance with Special Use Permit 11-029 ("**SUP**") issued by City on May 25, 2011 Cingular may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair of equipment used on site, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Cingular further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, (collectively, the "**Permitted Use**"). Both parties agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Cingular's Permitted Use so long as it does not violate the SUP. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, City's execution of this Agreement will signify City's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, City grants Cingular, its sublessees, licensees and sublicensees, the right to use such portions of City's **Property** in accordance with the Special Use Permit, as may reasonably be required during construction and installation of the Communications Facility. Cingular has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Cingular's use ("**Cingular Changes**"). Cingular Changes include the requirement to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Cingular's expense. Cingular agrees to comply with all applicable governmental laws, rules, statutes and regulations relating to its use of the Communication Facility on the Property. Cingular will be allowed to make such alterations to the Property in accordance with the Special Use Permit in order to accomplish Cingular's Changes or to insure that Cingular's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Cingular desires to modify or upgrade the Communication Facility, and Cingular requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, City agrees to consider to lease to Cingular the Additional Premises, in accordance with the Nevada Revised Statutes and if possible upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the

Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by City to Cingular times the square footage of the Additional Premises. City may take such actions and enter into and deliver to Cingular such documents as Cingular reasonably requests in order to effect and memorialize the lease of the Additional Premises to Cingular. In addition, Cingular shall have the right to initiate the ordering and/or scheduling of necessary utilities, after consultation with the City. Both parties covenant and agree that the City shall continue to use Property for park and recreation purposes throughout the term of this Agreement, including the Initial Term and any Extension Term.

3. **TERM.**

(a) The initial lease term ("**Initial Term**") will be five (5) years, commencing on the Effective Date. The Initial Term will terminate at midnight on the day of the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Cingular notifies City in writing of Cingular's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term

(c) If, at least sixty (60) days prior to the end of the final Extension Term, either Party has not given the other written notice of its desire that the term of this Agreement end at the expiration of the final Extension Term, then upon the final Extension Term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms ("**Annual Term**") thereafter until terminated by either party by written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the final Extension Term increased by ten percent (10%) of the rent paid over the preceding term. If Cingular remains in possession of the Premises after the termination of this Agreement then Cingular will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

4. **RENT.**

(a) Commencing on the Effective Date (the "**Rent Commencement Date**"), Cingular will pay City on the first (1st) day of each calendar month in advance, One Thousand Five Hundred and No/100 Dollars (\$1,500.00) (the "**Rent**"), to the City Treasurer at 201 N Carson St, Suite 5, Carson City 89701. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Cingular to City within forty-five (45) days after the Rent Commencement Date. In addition, Cingular shall provide City with a one-time lump sum payment of Five Thousand and No/100 Dollars (\$5,000.00) upon full execution of this Agreement.

(b) In year one (1) of each Extension Term, the monthly Rent will increase by ten percent (10%) over the Rent paid during the previous Term.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by City within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by City, and shall not be payable by Cingular. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by City. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. **APPROVALS.**

(a) City agrees that Cingular's ability to use the Premises is contingent upon the suitability of the Premises and Property for Cingular's Permitted Use and Cingular's ability to maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Cingular for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). City authorizes Cingular to prepare, execute and file all required applications to obtain Government Approvals for Cingular's Permitted Use under this Agreement and agrees to the extent possible, to reasonably assist Cingular with such applications and with obtaining and maintaining the Government Approvals. In addition, Cingular shall have the right to initiate the ordering and/or scheduling of necessary utilities after consultation with the City.

(b) Cingular has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Cingular may also perform and obtain, at Cingular's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Cingular's use of the Premises will be compatible with Cingular's engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) By either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) By Cingular upon written notice to City, if Cingular is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Cingular; or if Cingular determines, that the cost of obtaining or retaining the same is commercially unreasonable;

(c) By Cingular, upon written notice to City, if Cingular determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) By Cingular upon written notice for any reason or no reason, at any time prior to commencement of construction by Cingular; or

(e) By Cingular upon sixty (60) days' prior written notice to City for any reason or no reason, so long as Cingular pays City a termination fee equal to six (6) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Cingular under any one or more of Sections 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 8 Interference, 11(d) Environmental, 18 Condemnation, 19 Casualty, or 24 (l) Severability of this Agreement.

7. **INSURANCE.** During the Term, Cingular will carry, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) Workers' Compensation Insurance as required by law; and (iii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford minimum protection of Three Million Dollars (\$3,000,000) combined single limit, per occurrence and in the aggregate, providing coverage for bodily injury and property damage. Cingular's CGL insurance shall contain a provision including City as an additional insured to the extent of the indemnity provided by Cingular under this Agreement. Notwithstanding the foregoing, Cingular shall have the right to self-insure against the risks for which Cingular is required to insure against in this Section. In the event Cingular elects to self-insure its obligation to include City as an additional insured as permitted by the previous sentence, the following provisions shall apply: (1) City shall promptly and no later than seven (7) days after notice thereof provide Cingular with written notice of any claim, demand, lawsuit or the like for which it seeks coverage pursuant to this Section and provide Cingular with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit or the like; (2) City shall not settle any such claim, demand, lawsuit or the like without the prior written consent of Cingular; (3) City shall fully cooperate with Cingular in the defense of the claim, demand, lawsuit or the like; (4) Cingular's self-insurance obligation for City shall not extend to claims for punitive damages, exemplary damages, or gross negligence; and (5) such obligation shall not apply when the claim or liability arises from the negligent or intentional act or omission of City, its employees, agents, or independent contractors.

8. **INTERFERENCE.**

(a) Both parties acknowledge that there are no existing radio frequency users at the time of execution of this Agreement. City agrees to provide Cingular a list of potential radio frequency users and allow Cingular to evaluate the potential interference. Cingular warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by City, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) City will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility, the operations of Cingular or the rights of Cingular under this Agreement. City will notify Cingular in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) City will not use, nor will City permit its employees, tenants, licensees, invitees, agents or independent contractors to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Cingular or the rights of Cingular under this Agreement. City will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Cingular. In the event any such interference does not cease within the aforementioned cure period, City shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. **INDEMNIFICATION.**

(a) Cingular agrees to indemnify, defend and hold City harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Cingular's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of City, its employees, agents or independent contractors.

(b) City agrees to indemnify, defend and hold Cingular harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of City, its employees or agents, or City's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Cingular, its employees, agents or independent contractors.

10. WARRANTIES.

(a) Cingular and City each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) City represents, warrants and agrees that: (i) City solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property's principal use is for a natural open space park and is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Cingular's Permitted Use in accordance with the Special Use Permit, and enjoyment of the Premises under this Agreement; (iii) as long as Cingular is not in default then City grants to Cingular sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) City's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on City; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, City will provide promptly to Cingular a mutually agreeable subordination, non-disturbance and attornment agreement.

11. ENVIRONMENTAL.

(a) City represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. City and Cingular agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) City and Cingular agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11 (a). City agrees to hold harmless and indemnify Cingular from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of City for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omissions of City during the Term. Cingular agrees to hold harmless and indemnify City from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Cingular for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Cingular.

(c) The indemnifications of this section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this section 11 will survive the expiration or termination of this Agreement.

(d) In the event Cingular becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Cingular's sole determination, renders the condition of the Premises or Property unsuitable for Cingular's use, or if Cingular reasonably believes that the leasing or continued leasing of the Premises would expose Cingular to undue risks of liability to a government agency or third party, Cingular will notify City and allow City reasonable time to remove the materials and further remedy the issue. If the City fails to do so Cingular shall

have the right to, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon seven (7) days written notice to City.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Cingular, Cingular and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Property, from an access road constructed pursuant to the SUP to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. This access will allow public use. As may be described more fully in **Exhibit 1**, City grants to Cingular an easement for such access and City agrees to provide to Cingular such codes, keys and other instruments necessary for such access at no additional cost to Cingular. City acknowledges that in the event Cingular cannot access the Premises, Cingular shall incur significant damage. If City fails to provide the access granted by this Section, such failure shall be a default under this Agreement. Such a default will not arise if City fails to provide access due to natural causes or extreme weather. Additionally, pursuant to the SUP, Cingular shall construct a secondary path down to the corner of Roop Street and Winnie Lane to connect to the pedestrian facilities at the intersection.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Cingular will be and remain Cingular's personal property and, at Cingular's option, may be removed by Cingular at any time during the Term. City covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Cingular will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the City that all improvements of every kind and nature constructed, erected or placed by Cingular on the Premises will be and remain the property of Cingular and may be removed by Cingular at any time during the Term, with the exception that improvements required by the SUP cannot be removed by Cingular without consultations with the City. Footings, foundations, and concrete will be removed to a depth of one-foot below grade. Within one hundred twenty (120) days of the termination of this Agreement, Cingular will remove all of Cingular's above ground improvements and Cingular will, to the extent reasonable, restore the Premises to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Cingular's control excepted. Cingular will be responsible for the replacement of any trees, shrubs, or other vegetation displaced in the decommissioning of the Premises. Notwithstanding the foregoing, Cingular will not be responsible for removal from the Premises or the Property any underground utilities.

14. MAINTENANCE/UTILITIES.

(a) Cingular will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Cingular will maintain and repair the Property and access thereto and all areas of the Premises where Cingular does not have exclusive control, in good and tenantable conditions, subject to reasonable wear and tear and damage from the elements.

(b) Cingular will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Cingular on the Premises. Only in the event Cingular cannot secure its own metered electrical supply, Cingular will have the right, at its own cost and expense, to submeter from City. When submetering is required under this Agreement, City will read the meter and provide Cingular with an invoice and usage data on a monthly basis. City agrees that it will not include a markup on the utility charges. City further agrees to provide the usage data and invoice on forms provided by Cingular and to send such forms to such address and/or agent designated by Cingular. Cingular will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by City is limited to a twelve (12) month period. If Cingular submeters electricity from City, City agrees to give Cingular at least twenty-four (24) hours advanced notice of any planned interruptions of said electricity, excluding emergencies. City acknowledges that Cingular provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Cingular's reasonable determination, City agrees to allow Cingular the right to bring in a temporary source of power for the duration of the interruption. City will not be responsible for interference with, interruption of or failure, beyond the reasonable control of City, of such services to be furnished or supplied by City.

(c) City hereby grants to any utility company providing utility services to Cingular an easement over the Property, from an access road constructed pursuant to the SUP to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such utility companies may from time to time require in order to provide such services to the Premises. Upon Cingular's or a utility company's request, City will execute a separate recordable easement evidencing this grant, at no cost to Cingular or the public utility.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Cingular and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from City of such failure to pay; or (ii) Cingular's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from City specifying the failure. No such failure, however, will be deemed to exist if Cingular has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Cingular. If Cingular remains in default beyond any applicable cure period, City will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by City and a breach of this Agreement: (i) failure to provide reasonable access to the Premises or to cure an interference problem within twenty-four (24) hours after receipt of written notice of such default; or (ii) City's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Cingular specifying the failure. No such failure, however, will be deemed to exist if City has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of City. If City remains in default beyond any applicable cure period, Cingular will have: (i) the right to cure City's default and to deduct the costs of such cure from any monies due to City from Cingular, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign, sell or transfer its interest under this Agreement without the approval or consent of Landlord, to Tenant's Affiliate or to any entity which acquires all or substantially all of the Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant shall have the right to sublease the Premises, in whole or in part, without Landlord's consent. Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed.

17. NOTICES.

(a) All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to City: City Manager
 Carson City
 201 N. Carson Street
 Carson City, Nevada 89701

If to Cingular: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #: CN6108
 Cell Site Name: Carson - Andorra (NV)
 Fixed Asset No: 10067400
 12555 Cingular Way, Suite 1300
 Alpharetta, GA 30004

With a copy to AT&T Legal Department:

If sent via registered or certified mail to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: CN6108
Cell Site Name: Carson - Andorra (NV)
Fixed Asset No: 10067400
P.O. Box 97061
Redmond, WA 98073-9761

If sent via nationally recognized overnight courier to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: CN6108
Cell Site Name: Carson - Andorra (NV)
Fixed Asset No: 10067400
16331 NE 72nd Way
Redmond, WA 98052-7827

The copy sent to the AT&T Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, City or its successor will send the documents listed below to Cingular.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- vi. New IRS Form W-9
- vii. Completed and Signed AT&T Payment Direction Form
- viii. Full contact information for new City including all phone number(s)

18. CONDEMNATION. In the event City receives notification of any condemnation proceedings affecting the Property, City will provide notice of the proceeding to Cingular within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Cingular's sole determination, to render the Premises unsuitable for Cingular, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Cingular will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Cingular will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. CASUALTY. City will provide notice to Cingular of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Cingular's sole determination, then Cingular may terminate this Agreement by providing written notice to City, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Cingular will be entitled to collect all insurance proceeds payable to Cingular on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. City agrees to permit Cingular to place temporary transmission and reception facilities on the Property, but only until such time as Cingular is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If City or Cingular undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, City agrees to permit Cingular to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If City determines not to rebuild or restore the Premises, City will notify Cingular of such determination within thirty (30) days after the casualty or other harm. If City does not so notify Cingular, then City will promptly rebuild or restore

the Premises to substantially the same condition as existed before the casualty or other harm. City agrees that the Rent shall be abated until the Premises are rebuilt or restored, unless Cingular places temporary transmission and reception facilities on the Property.

20. WAIVER OF CITY'S LIENS. City waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; City consents to Cingular's right to remove all or any portion of the Communication Facility from time to time in Cingular's sole discretion and without City's consent.

21. TAXES. Cingular shall be responsible for all taxes levied upon Cingular's leasehold improvements (including Cingular's equipment building and tower) on the Premises. City shall provide Cingular with copies of all assessment notices on or including the Premises immediately upon receipt, along with sufficient written documentation detailing any assessment increases attributable to the leasehold improvements, but in no event later than thirty (30) days after receipt by City. Cingular shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Premises by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Cingular may deem appropriate. The expense of any such proceedings shall be borne by Cingular and any refunds or rebates secured as a result of Cingular's action shall belong to Cingular.

22. SALE OF PROPERTY.

(a) City shall not be prohibited from the selling, leasing or use of any of the Property except as provided below.
(b) If City, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property, to a purchaser other than Cingular, City shall promptly notify Cingular in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Cingular's rights hereunder. In the event the Property is transferred, the new owner shall have a duty at the time of such transfer to provide Cingular with a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in Rent to the new owner.

(c) City agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Cingular's Permitted Use or communications equipment as determined by radio propagation tests performed by Cingular in its sole discretion, any such testing to be at the expense of City or City's prospective purchaser, and not Cingular. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Cingular, City shall be prohibited from selling, leasing or using any areas of the Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of City under this Agreement, including interference and access obligations.

23. RENTAL STREAM OFFER. If at any time after the date of this Agreement, City receives a bona fide written offer from a third party seeking an assignment of the rental stream associated with this Agreement ("**Rental Stream Offer**"), City shall immediately furnish Cingular with a copy of the Rental Stream Offer. Cingular shall have the right within twenty (20) days after it receives such copy and representation to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Cingular chooses not to exercise this right or fails to provide written notice to City within the twenty (20) day period, City may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of this Agreement.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by City and Cingular. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 24b**. City will record this Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Cingular and City each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(e) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced.

(f) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(g) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; and (viii) the singular use of words includes the plural where appropriate.

(h) **Affiliates.** All references to "Cingular" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Cingular pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(i) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(j) **W-9.** City agrees to provide Cingular with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Cingular.

(k) **No Electronic Signatures/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by City and Cingular.

(l) **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court or agency of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (b) the parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the parties' intentions to the greatest lawful extent. If any such action or determination renders the overall performance of this Agreement impossible or materially impairs the original purpose, intent or consideration of this Agreement, and the parties are, despite the good faith efforts of each, unable to amend this Agreement to retain the original purpose, intent and consideration in compliance with that court or agency determination, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

(m) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered on and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **SPECIAL USE PERMIT SUP-11-029 NOTICE OF DECISION IS ATTACHED AS EXHIBIT 13.** CITY AND CINGULAR MUST ABIDE BY AND THIS AGREEMENT MUST BE IN COMPLIANCE WITH THE PROVISIONS OF SUP-11-029.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

“City”

Carson City, Nevada, a consolidated municipality
of the State of Nevada

By: _____

Print Name: _____

Its: _____

Date: _____

“Cingular”

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: _____

Print Name: _____

Its: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE FOLLOWING PAGE]

CITY ACKNOWLEDGMENT

State of Nevada

County of _____)

On _____ before me, _____,
(insert name and title of the officer)

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 Nevada that the foregoing paragraph is true
and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CINGULAR ACKNOWLEDGMENT

State of Nevada

County of _____)

On _____ before me, _____,
(insert name and title of the officer)

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 Nevada that the foregoing paragraph is true
and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 3

to the Land Lease Agreement dated _____, 201_, by and between Carson City, Nevada, a consolidated municipality of the State of Nevada, as City, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Cingular.

The Premises are described and/or depicted as follows:

Property Legal Description:

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE EAST ONE HALF OF SECTION 8, TOWNSHIP 15 NORTH, RANGE 20 EAST, M.D.M., CARSON CITY, NEVADA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER ONE QUARTER CORNER OF SAID SECTION 8; THENCE SOUTH 00°44'28" WEST, A DISTANCE OF 209.98 FEET ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 8; THENCE SOUTH 89°08'13" EAST, A DISTANCE OF 377.00 FEET; THENCE NORTH 56°21'23" WEST, A DISTANCE OF 66.35 FEET; THENCE NORTH 39°57'05" WEST, A DISTANCE OF 105.59 FEET; THENCE NORTH 01°20'00" WEST, A DISTANCE OF 98.16 FEET; THENCE NORTH 00°51'45" EAST, A DISTANCE OF 750.59 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE; THENCE A DISTANCE OF 536.35 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 524.17 FEET AND A CENTRAL ANGLE OF 58°37'37"; THENCE NORTH 59°29'22" EAST TANGENT TO SAID CURVE, A DISTANCE OF 43.49 FEET; THENCE FROM A TANGENT BEARING OF NORTH 22°07'02" WEST, A DISTANCE OF 508.14 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 747.17 FEET AND A CENTRAL ANGLE OF 38°57'59" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 02°38'02" WEST 498.41 FEET; THENCE NORTH 17°52'49" EAST, A DISTANCE OF 43.26 FEET; THENCE NORTH 16°45'04" EAST, A DISTANCE OF 324.62 FEET; THENCE SOUTH 73°14'56" EAST, A DISTANCE OF 101.69 FEET; THENCE NORTH 16°18'04" EAST, A DISTANCE OF 65.40 FEET TO THE BEGINNING OF A CURVE; THENCE A DISTANCE OF 30.72 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 88°01'02" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 27°15'27" WEST 27.79 FEET; THENCE NORTH 71°15'58" WEST TANGENT TO SAID CURVE, A DISTANCE OF 240.40 FEET; THENCE SOUTH 25°54'43" WEST, A DISTANCE OF 215.30 FEET; THENCE SOUTH 47°12'17" WEST, A DISTANCE OF 185.07 FEET; THENCE SOUTH 38°05'31" WEST, A DISTANCE OF 87.11 FEET; THENCE NORTH 79°55'43" WEST, A DISTANCE OF 146.53 FEET; THENCE SOUTH 09°01'23" WEST, A DISTANCE OF 432.54 FEET; THENCE SOUTH 00°46'46" WEST, A DISTANCE OF 1412.37 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED MARCH 26, 2002 IN BOOK N/A AS INSTRUMENT NO. 275519, OF OFFICIAL RECORDS, CARSON CITY COUNTY, NEVADA.

ALSO KNOWN AS PARCEL 3A AS SHOWN PER A RECORD OF SURVEY TO SUPPORT A BOUNDARY LINE ADJUSTMENT FOR LANDMARK HOMES & DEVELOPMENT & NORTHRIDGE, LLC, AS SAID MAP WAS RECORDED IN BOOK 9 AT PAGE 2446 AS FILE NO. 279520 OF THE OFFICIAL RECORDS OF SAID CARSON CITY.

A.P.N. 002-101-81

Lease Area Sketch or Survey:

(see attached drawings)

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Cingular.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

City represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

1. To be disclosed by City.

[City Letterhead]

DATE

Building Staff / Security Staff
Carson City, a Nevada municipal jurisdiction
3303 Butti Way, #9
Carson City, Nevada 89701

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to the leased area. Thank you for your assistance.

City Signature

EXHIBIT 13

SPECIAL USE PERMIT SUP-11-029 NOTICE OF DECISION AND EXTENSION

(attached)

Recording Requested by
& When Recorded Return to:

AT&T Mobility
Attn: Market Lease Administrator
4430 Rosewood Drive, Building 3
Pleasanton, CA 94588

(Space Above This Line For Recorder's Use Only)

Cell Site No:
Cell Site Name:
Fixed Asset Number:
State:
County:

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into, effective on the latest signature date below, by and between Carson City, Nevada, a consolidated municipality of the State of Nevada, having a mailing address of 3303 Butti Way, #9, Carson City, Nevada 89701 (hereinafter referred to as "**City**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "**Cingular**").

1. City and Cingular entered into a Land Lease Agreement ("**Agreement**") on the ____ day of _____, 2011, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the Effective Date of the Agreement, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Cingular (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year written below.

“City”

Carson City, Nevada, a consolidated municipality of the State of Nevada

By: _____

Print Name: _____

Its: _____

Date: _____

“Cingular”

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: _____

Print Name: _____

Its: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE FOLLOWING PAGE]

CITY ACKNOWLEDGMENT

State of Nevada

County of _____)

On _____ before me, _____,
(insert name and title of the officer)

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 Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

SINGULAR ACKNOWLEDGMENT

State of Nevada

County of _____)

On _____ before me, _____,
(insert name and title of the officer)

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 Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 3

to the Memorandum of Lease dated _____, 20__, by and between Carson City, Nevada, a consolidated municipality of the State of Nevada, as City, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Cingular.

The Premises are described and/or depicted as follows:

Property Legal Description:

Lease Area Sketch or Survey:

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Cingular.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	
	☐ Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter

Social security number								
				-				
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

NRS 244.2815 Sale, lease or disposal of real property of county for redevelopment or economic development; requirements.

1. A board of county commissioners may sell, lease or otherwise dispose of real property for the purposes of redevelopment or economic development:

- (a) Without first offering the real property to the public; and
- (b) For less than fair market value of the real property.

2. Before a board of county commissioners may sell, lease or otherwise dispose of real property pursuant to this section, the board must:

- (a) Except as otherwise provided in subsection 3, obtain an appraisal of the real property pursuant to NRS 244.2795; and
- (b) Adopt a resolution finding that it is in the best interest of the public to sell, lease or otherwise dispose of the real property:

- (1) Without offering the real property to the public; and
- (2) For less than fair market value of the real property.

3. The board of county commissioners of a county whose population is less than 45,000 may lease real property pursuant to this section without obtaining the appraisal otherwise required pursuant to subsection 2 if:

- (a) The real property was acquired by the county directly from the Federal Government; and
- (b) The terms and conditions under which the real property was acquired prohibit the sale of the real property and provide for the reversion of the title to the real property to the Federal Government upon demand by the Federal Government.

4. As used in this section:

(a) "Economic development" means:

- (1) The establishment of new commercial enterprises or facilities within the county;
- (2) The support, retention or expansion of existing commercial enterprises or facilities within the county;
- (3) The establishment, retention or expansion of public, quasi-public or other facilities or operations within the county;
- (4) The establishment of residential housing needed to support the establishment of new commercial enterprises or facilities or the expansion of existing commercial enterprises or facilities; or

(5) Any combination of the activities described in subparagraphs (1) to (4), inclusive,

to create and retain opportunities of employment for the residents of the county.

(b) "Redevelopment" has the meaning ascribed to it in NRS 279.408.

(Added to NRS by 2005, 1458; A 2005, 2680; 2011, 348)