



## STAFF REPORT

**Report To:** Board of Supervisors                      **Meeting Date:** March 18, 2021

**Staff Contact:** Ken Moen, Airport Manager

**Agenda Title:** For Possible Action: Discussion and possible action regarding authorization of a proposed option, lease and easement agreement between the Carson City Airport Authority ("CCAA") and T-Mobile West, LLC to give T-Mobile: the option, for \$1,000 for a period of 1 year, to install a cellular antenna on the airport rotating beacon mono pole (a portion of APN 005-011-01) and a ground lease of approximately 625 square feet for associated cellular support equipment and, if the option is exercised, a lease and easement across the referenced property for \$2,020 per month, increasing by 3% each year, for an initial 5-year term, with 5 successive automatic renewal terms of 5 years each and then 9 successive automatic terms of one year each, for a total potential term of 39 years. (Kenneth Moen, kmoen@flycarsoncity.com)

Staff Summary: On July 8, 2019, T-Mobile West, LLC submitted a proposal to the CCAA expressing interest in entering into a long-term lease agreement with the CCAA to install, operate and maintain a wireless communications facility. The proposed 2020 schedule was moved to 2021 as a result of T-Mobile's merger with Sprint. On July 22, 2020, T-Mobile West, LLC informed the CCAA that T-Mobile was ready to proceed with lease negotiation. On January 20, 2021, the CCAA approved the lease agreement with T-Mobile West, LLC. The total potential term is 39 years. The option payment is \$1,000.00 for the first year during the installation period. If the option is exercised, the rent is \$24,240.00 annually (\$2,020.00 monthly) beginning on the date that the option is exercised or the "on-air" date, whichever occurs first. The rent is subject to CPI Increases of 3% annually as set forth in the lease agreement.

**Agenda Action:** Formal Action / Motion                      **Time Requested:** 5 minutes

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### **Proposed Motion**

I move to approve the lease agreement as presented.

### **Board's Strategic Goal**

Economic Development

### **Previous Action**

N/A

### **Background/Issues & Analysis**

T-Mobile West, LLC has expressed interest in entering into a lease agreement with the CCAA for the purpose of installing, operating and maintaining wireless communications equipment on the airport rotating beacon mono pole and approximately 625 square feet of land adjacent to the mono pole for wireless communications support equipment.

AT&T and Verizon currently lease space on both the mono pole and adjacent land for support equipment. The attached lease agreement reflects the terms and conditions of the other two leases. The proposed lease rate is the same rate that Verizon was paying in 2020. The first year of the lease agreement is an option year to allow time for T-Mobile to complete design and construction. The option payment for the first year is \$1,000.00. If the option is exercised, the monthly rent is \$2,020.00, which T-Mobile will begin to pay when the option is exercised or on the "on-air" date, whichever comes first. The lease term is for an initial 5-year term, followed by 5 automatic renewal terms of 5 years each, and then up to 9 successive terms of 1-year each, for a total potential term of 39 years.

**Applicable Statute, Code, Policy, Rule or Regulation**

Airport Strategic Plan, The Airport Authority Act for Carson City, Chapter 844 Statutes of Nevada 1989

**Financial Information**

**Is there a fiscal impact?** No

**If yes, account name/number:**

**Is it currently budgeted?**

**Explanation of Fiscal Impact:** No fiscal impact to the City. Lease revenue would be realized by the CCAA.

**Alternatives**

Do not approve the T-Mobile West, LLC lease agreement.

**Attachments:**

[SC14527A\\_Lease T-Mobile CC Airport\\_01-27-2021\\_final CC.docx](#)

**Board Action Taken:**

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____

\_\_\_\_\_  
(Vote Recorded By)

SITE LEASE TRANSMITTAL

Site Number: SC14527B  
 Site Name: Carson City Airport  
 Market: Sacramento

Date Turned In: <Date Turned In>

Site Acquisition Coordinator: Jeff Lienert

<p><u>Attached please find:</u></p> <p><u>2</u> Landlord-signed leases  <u>1</u> Landlord-signed/notarized memorandums  <input type="checkbox"/> Owner Authorization Agreement  <input type="checkbox"/> Landlord-signed W-9  <input type="checkbox"/> Authorization to sign lease (if applicable)</p>	<p><u>Market Information</u></p> <p>Market Entity Name: T-Mobile West LLC                  Type of Entity: a Delaware limited liability company                  Market address: 12920 SE 38th Street                  Bellevue, WA 98006                  Director Name:                  Director Title:</p>
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NOTE: Enter a space (" ") into any fields which do not apply

Landlord Information

Landlord Name: Landlord Entity: <small>(i.e. individual, corporation, LLC, etc.)</small> Mailing Address: Phone Number: Fax Number:	Carson City Airport Authority 2nd Landlord Name <and> <2nd Landlord, if any> Additional Mailing Address (if any): ↓ Mailing Address: 2600 College Parkway Carson City, NV 89706 Phone Number: Fax Number
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<p><u>Site Information</u></p> <p>Site Address: 2600 E. College Parkway                  Carson City, NV 89706</p> <p>Square Footage: 625 square feet</p> <p>Parcel Number: 005-011-01</p>	<p><u>Option Terms</u></p> <p>Option Amount: \$1,000.00 = one thousand dollars</p> <p>Option Term: one (1) year</p> <p>Option Renewal Term: N/A</p>
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<u>Lease Terms</u>		<u>Site Type:</u>	
Payee Name:	Carson City Airport	<u>Lease Use</u>	
Rent Amount:	\$2,020.00 = Two thousand Twenty dollars	Please choose one item below:	
Rent Frequency:	Monthly	<input type="checkbox"/> Ground only	
		<input type="checkbox"/> Tower only	
		<input checked="" type="checkbox"/> Tower and Ground	
Rent Increase:	3% = percent (over preceding term)	<input type="checkbox"/> Rooftop	
Utilities:	\$Tenants Responsibility =	<input type="checkbox"/> Watertank	
Lease Term:	five (5) years	<input type="checkbox"/> DAS (Distributed Antenna System)	
Renewal Terms:	five (5) additional five-year terms	<input type="checkbox"/> In-building	
Cancel Terms:	sixty (60) days prior	<input type="checkbox"/> Easement only	
Insurance:	One Million (\$1,000,000.00)	<input type="checkbox"/> Other, please specify	
Aggregate Insurance:	Two Million (\$2,000,000.00)		

Instructions: The above table form section of this document is protected so fill-in fields will populate in the lease and MOL, which are unprotected. Be sure to check fill-in fields and other sections carefully for accuracy and proper format – make corrections. BE CAREFUL!

Comments(no non-standard terms)

Approved by:			
_____	_____	_____	_____
Real Estate Manager	Date	General Manager/Director	Date
_____	_____	_____	_____
Legal Department	Date	Vice President (if applicable)	Date

## SITE LEASE AGREEMENT

This SITE LEASE AGREEMENT (this "Agreement") is effective the date of the last signature on this Agreement (the "Effective Date") by and between Carson City Airport Authority, a Quasi-municipal corporation, the manager for, Carson City, a consolidated municipality, existing under the laws of the State of Nevada ("Landlord") and T-Mobile West LLC, a Delaware limited liability company ("Tenant").

Landlord and Tenant agree to the following:

1. Property Description. Landlord is the owner of the real property located at 2600 E. College Parkway, Carson City, Nevada (APN 005-011-01) as further described on Exhibit A (the "Property"). The Property includes approximately 625 square feet plus any additional portions of the Property which Tenant may require for the use and operation of its facilities as generally described on Exhibit A (the "Premises"). Tenant reserves the right to update the description of the equipment placed on the Premises on Exhibit A to reflect any modifications or changes.

2. Option. Landlord grants to Tenant an option to lease the Premises on the terms and conditions described in this Agreement (the "Option"). The Option shall commence on the Effective Date and shall continue for a period of one (1) year (the "Option Period"). For the Option Period, Tenant shall pay Landlord one-thousand and no/100 dollars (\$1,000.00). Upon Tenant's exercise of the Option, this Agreement will constitute a lease of the Premises on the terms and conditions described below (the "Lease").

3. Landlord Cooperation. During the Option Period and Term (as defined below), Landlord shall cooperate with Tenant's due diligence activities, which shall include, but not be limited to, access to the Property for inspections, testing, permitting related to the Permitted Uses (as defined below). Tenant may sign, file, submit and obtain all zoning, land use and other applications for permits, licenses and approvals required for the Permitted Uses from all applicable governmental and quasi-governmental entities (collectively, the "Governmental Approvals"). Landlord's cooperation, which shall not be unreasonably conditioned, withheld or delayed, shall include the prompt execution and delivery of any documents necessary to obtain and maintain Government Approvals or utility services. Additionally, Landlord shall not take any actions which are in conflict with or interfere with Tenant's Governmental Approvals as to the placement and operation of its Antenna Facilities (as defined below), except that Tenant's actions may not unreasonably interfere with the normal day-to-day Airport operations, irrespective of Governmental Approvals. Tenant acknowledges that Landlord's approvals under this Lease shall be treated separately from Landlord's approvals within the context of its granting of any permits in its capacity as a quasi-governmental agency.

4. Antenna Facilities and Permitted Uses. Tenant leases the Premises for its equipment, personal property and improvements associated with Tenant's wireless communications business (the "Antenna Facilities"). The Premises may be used for the construction, installation, operation, maintenance, repair, addition, modification, upgrading, removal or replacement of any and all Antenna Facilities (the "Permitted Uses") for no fee or additional consideration, except as provided herein. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures, so long as such means do not interfere with the normal day-to-day Airport operations or other pre-existing tenants operating at the Property. If necessary to maintain service, Tenant shall have the right to locate a cell-on-wheels, or other temporary antenna facility on the Property. Landlord shall cooperate with the placement of the temporary facility at a mutually acceptable location. Tenant, has provided, or will provide, a structural analysis on the tower showing

its ability to hold Tenant's equipment as a condition of this Agreement. Tenant has contacted, or will contact, each of the existing tenants on the Tower to ensure no interference as a condition of this Agreement.

5. Lease Term.

a) The Initial Term of the Lease shall be five (5) years commencing on the date of Tenant's exercise of the Option or Tenant's on-air date of its Antenna Facilities, whichever occurs first (the "Commencement Date"), and ending on the day immediately preceding the fifth (5<sup>th</sup>) anniversary of the Commencement Date (the "Initial Term"). The Initial Term, together with any Renewal Terms and Extended Periods are referred to collectively as the "Term."

b) The Initial Term shall automatically renew for five (5) successive renewal terms of five (5) years each (each a "Renewal Term"), provided, however, that Tenant may elect not to renew by providing notice prior to the expiration of the then current Term.

c) Upon the expiration of the final Renewal Term, Tenant shall have the right to continue to occupy the Premises and the Term shall automatically extend for up to nine (9) successive one (1) year periods (each, an "Extended Period"). Landlord may terminate the renewal of any Extended Period by delivery of notice at least six (6) months prior to the end of the then current Extended Period. Tenant may terminate any Extended Period at any time by delivery of notice to Landlord.

6. Rent/Other Charges.

a) Upon the Commencement Date, Tenant shall pay Landlord rent in the amount of Two Thousand Twenty and no/100 Dollars (\$2,020.00) per month (the "Rent"). Tenant shall deliver Rent to Landlord at the address specified in Section 15, or by electronic payment. The first Rent payment shall be due within twenty-five business (25) days after the Commencement Date. Subsequent Rent shall be payable by the fifth day of each month.

b) Commencing on the first anniversary of the Commencement Date, and on each anniversary thereafter during the Term, the Rent shall increase by three percent (3%) of the Rent in effect immediately prior to the adjustment date. The Rent shall continue to be paid on a monthly basis. The Rent for each Extended Period shall be an amount equal to one hundred three percent (103%) of the Rent for the immediately preceding Term.

c) Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question. Landlord shall cooperate with Tenant regarding the use of any electronic rent payment systems or the provision of any associated documentation. Tenant may condition payment of Rent and any other sums payable under this Agreement upon Tenant's receipt of a duly completed IRS form W-9, or similar governmental form.

d) Any charges payable under this Agreement other than Rent shall be billed by Landlord to Tenant within eighteen (18) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred and forever waived and released by Landlord.

7. Interference. Tenant shall operate the Antenna Facilities in a manner that will not cause radio frequency interference to any and all of Landlord's current and future communications equipment or to the electronic equipment of other lessees or licensees of the communications site, provided that, for such other

lessees or licensees, their installations predate that of the Antenna Facilities. All operations by Tenant, Landlord, and other lessees or licensees shall be in compliance with all Federal Communications Commission ("FCC") requirements. If the Antenna Facilities cause radio frequency interference to Landlord's future communications equipment Tenant shall cease such interference within twenty-four (24) hours of notice, including powering down the Antenna Facilities if necessary, except for intermittent testing, until such time Tenant is able to cure the interference. In the event such interference cannot be cured within thirty (30) days of notice, either party shall have the right to terminate this Agreement. Upon such termination, Landlord shall return any unearned Rent to Tenant. Except as otherwise specified in this section, after the Effective Date, Landlord shall not install, or permit any third party to install, any equipment or structures that interfere with or restrict the operations of Tenant. Any such interference shall be deemed a material breach of this Agreement by Landlord and Landlord shall remove the cause of the interference within forty-eight (48) hours of notice. Landlord's failure to remove the cause of the interference shall be deemed a Default (as defined in Section 12 below) of this Agreement. Tenant shall have the right to exercise all legal and equitable rights and remedies to end the interference.

8. Utility Services.

a) Tenant shall have the right to connect to, maintain, repair, upgrade, remove or replace existing utility related equipment and shall have the right to install new utility related equipment (including a generator, fiber facilities and alternative energy related equipment) to service its Antenna Facilities, or cell-on-wheels on, or serving the Property (collectively, the "Utility Facilities").

b) Tenant shall be responsible for all utilities charges for electricity, or any other utility service used by Tenant on the Premises. Tenant must install and/or use a separate meter for Tenant's utility usage.

9. Access and Easements.

a) Landlord shall furnish, at no additional charge to Tenant, unimpeded and secure access to the Premises on a 24-hours-a-day, 7-days-a-week basis to Tenant and Tenant's employees, agents, contractors and other designees.

b) Landlord grants Tenant, at no additional Rent or charge, designated easements on, over, under and across the Property for ingress, egress, communications, power and other utilities, construction, demolition and access to the Premises and any Utility Facilities (collectively, the "Easements", as further described in Exhibit A). Landlord shall not modify, interrupt or interfere with any communications, electricity, or other utility equipment and easements serving the Property, except with the prior written approval of Tenant.

c) Landlord's refusal to allow Tenant access to the Premises, as required above, within 24 hours after receiving telephonic notice of such failure shall be deemed a Default (as defined in Section 12 below) of this Agreement, so long as such refusal is not required for public safety.

d) If Landlord impedes, delays, denies, or unreasonably conditions access to the Premises, in addition to obtaining injunctive relief to obtain access to the Property and without waiving any other rights that it may have at law or in equity, Landlord shall reimburse Tenant for any and all expenses incurred by Tenant to obtain access to the Premises, including without limitation, any attorneys' fees incurred by Tenant to enforce this provision. If either party violates any term of this Agreement, the other party shall be entitled to seek injunctive relief. The prevailing party shall be entitled to an award of attorney's fees and expenses related to any such legal action.

10. Termination. This Agreement may be terminated, without penalty or further liability, as follows: (a) by either party upon thirty (30) days prior written notice, if the other party remains in default under Paragraph 12 of this Agreement after the applicable cure periods; (b) by Tenant on sixty (60) days prior written notice, if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels 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 Antenna Facilities as now and hereafter intended by Tenant; or if the Premises become unsuitable for Tenant's operation due to governmental regulations; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable; (c) by Tenant on sixty (60) days prior written notice, if Tenant determines in its sole discretion that Tenant's use of the Premises (as the same may have been modified from time to time) is no longer consistent with the optimal operation of Tenant's communications network based upon either technical or economic consideration in Tenant's sole discretion; (d) by Tenant on sixty (60) days prior written notice, if Tenant determines that interference by or to Tenant's use of the Premises cannot be resolved to Tenant's satisfaction; (e) by Tenant immediately upon notice, if destruction or damage to the Premises or the taking thereof (by partial condemnation or otherwise) is sufficient, in Tenant's reasonable judgement, to adversely affect Tenant's use of the Premises; or (f) by Tenant immediately upon notice, if Tenant determines, in its sole discretion, due to the title results, survey results or tests, that the condition of the Premises is unsatisfactory or Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action or intervention or third-party liability. If this Agreement is terminated for any reason outlined in this paragraph, any prepaid rent will be refunded on a pro rata basis.

11. Casualty and Condemnation. If the Premises or Antenna Facilities are damaged or destroyed by wind, fire or other casualty, Tenant shall be entitled to negotiate, compromise, receive and retain all proceeds of Tenant's insurance and other claims and Tenant may terminate the Lease by written notice to Landlord. If the Premises, any Easements or Antenna Facilities are taken or condemned by power of eminent domain or other governmental taking, then: (a) Tenant shall be entitled to negotiate, compromise, receive and retain all awards attributable to (i) the Antenna Facilities, (ii) Tenant's leasehold interest in the Property, (iii) any moving or relocation benefit available to Tenant and (iv) any other award available to Tenant that is not attributable to Landlord's title to or interest in the Property. If the Antenna Facilities are not operational due to casualty or condemnation, Tenant shall have the right to abate the Rent for that period time. In addition, Tenant may terminate the Lease by written notice to Landlord.

12. Default and Right to Cure. Except as otherwise specified in this Agreement, a party shall be deemed in default under this Agreement if it fails to make any payment, or to perform any obligation required of it within any applicable time period specified and does not commence curing such breach within thirty (30) days after receipt of written notice of such breach from the non-defaulting party ("Default"). This Agreement, or Tenant's rights of possession shall not be terminated due to any Tenant Default unless: (a) the Default is material; (b) Landlord shall have given Tenant not less than thirty (30) days prior written notice, after the expiration of the cure period described above, and Tenant fails to cure or commence the cure of such Default within the second thirty (30) day notice period; and (c) Landlord lacks any other adequate legal or equitable right or remedy. If there is any conflict between this Section and other remedies available under applicable state law, the provisions of this Section shall apply. This Agreement, or Landlord's rights under the Agreement shall not be terminated due to any Landlord Default unless: (a) the Default is material; (b) Tenant shall have given Landlord not less than thirty (30) days prior written notice, after the expiration of the cure period described above, and Landlord fails to cure or commence the cure of such Default within the second thirty (30) day notice period; and (c) Tenant lacks any other adequate legal or equitable right or remedy. If there is any conflict between this Section and other remedies available under applicable state law, the provisions of this



Section shall apply.

13. Taxes. The parties acknowledge the Property is municipally owned and is not subject to property taxes on such underlying property. Tenant shall pay when due any real estate taxes and assessments which are directly attributable to its improvements and personal property on the Premises. If Landlord receives a notice of assessment that imposes taxes or assessments on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. Tenant shall retain, in its sole discretion, the option to either: (i) pay the tax or assessments on Tenant's leasehold improvements, or (ii) challenge any such tax or assessment at Tenant's sole cost and expense.

14. Insurance.

a) As a condition precedent to this Agreement, Tenant shall maintain, at its own cost, Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate to be under-written by a responsible insurance carrier, authorized by the State of Nevada to provide such coverage. The following coverage shall be included:

1. Third-party comprehensive general liability coverage for bodily injury and property damage including owned and non-owned aircraft, for any claim or liability for any injury or damage to any person or property occurring on the leased premises or arising out of or resulting from Tenant's operations or omissions at the Carson City Airport.
2. Products liability coverage in addition to the foregoing comprehensive general liability insurance where the licensee operates a food service or offers goods or merchandise for sale.
3. Statutory workers' compensation and employer's liability coverage to the extent required by law.
4. Fire and extended coverage and vandalism and malicious mischief insurance, as provided by the lease Agreements, for damage or destruction of real property or leasehold improvements, where the Landlord has, or will have, an interest in such property by virtue of an existing lease.

b) Insured Includes. Landlord (Carson City Airport Authority and Carson City, individually) must be included as an additional insured and require that the insurance carrier underwriting such coverage give the Landlord thirty (30) days written notice prior to cancellation of or material alteration to the policy. Landlord requires that Tenant provide Landlord with a Certificate of Insurance evidencing the coverage in effect, including limits and expiration date. Such policy or policies shall be maintained in full force and effect during the term of the lease, and renewals or extensions of same.

c) Review of Insurance coverage. Landlord reserves the right, every five years, to review and adjust the amount of insurance coverage required to commercially reasonable amounts.

d) Insurance to remain in effect. Tenant agrees to keep all insurance policies in effect, as required by this Lease, until the time Tenant surrenders the premises.

15. Limitation on Liability. Landlord and Carson City do not waive and intend to assert any available NRS Chapter 41 liability limitations in all cases.

16. Indemnification.

a) To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, Landlord shall indemnify, hold harmless, and defend, not excluding Tenant's right to participate, Tenant from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of Landlord, its officers, employees and agents.

b) To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, Tenant shall indemnify, hold harmless, and defend, not excluding Landlord's or Carson City's right to participate, Landlord and Carson City from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of Tenant, its officers, employees, agents, contractors, servants, invitees, customers, or employees; any breach or default by Tenant in the performance of its obligations under this Lease; and Tenant's possession, use, occupancy, management, repair, maintenance, or control of the Premises or any portion thereof.

c) The indemnification obligations are conditioned upon receipt by the indemnifying Party of written notice requesting indemnification. The indemnifying Party shall not be liable to indemnify or hold harmless any attorney's fees and costs incurred by the indemnified Party prior to receipt of written notice requesting indemnification. The indemnifying Party shall also not be liable to indemnify or hold harmless any fees or costs incurred by any additional counsel for the indemnified Party, including counsel through which the indemnified Party might voluntarily choose to participate in its defense of the matter.

17. Notices. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

T-Mobile USA, Inc.  
12920 SE 38th Street  
Bellevue, WA 98006  
Attn: Lease Compliance/SC14527B  
Property Management:  
(877) 373-0093  
NOC:  
(888) 662-4662  
Email: propertymanagement@t-  
mobile.com

If to Landlord, to:

Carson City Airport Authority  
Attn Airport Manager  
2600 E. College Parkway, #6  
Carson City, NV 89706  
[Kmoen@flycarsoncity.com](mailto:Kmoen@flycarsoncity.com)  
775-841-2255

And with copies to:  
Steven E. Tackes, Esq.  
Kaempfer Crowell Law  
510 W. Fourth St  
Carson City, NV 89703  
[stackes@kcnvlaw.com](mailto:stackes@kcnvlaw.com)

City Manager  
Carson City  
201 North Carson Street, Suite 2  
Carson City, Nevada 89701  
[cceo@carson.org](mailto:cceo@carson.org)

Per the W-9 Form Rent is to be paid to:  
Carson City Airport Authority  
2600 E. College Parkway, #6  
Carson City, NV 89706

18. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants that: (a) Landlord has full right, power and authority to execute and perform this Agreement and to grant Tenant the leasehold interest and Easements contemplated under this Agreement; (b) Landlord has good and unencumbered title to the Property, free and clear of any liens or Mortgages (defined below) which will not interfere with Tenant's Permitted Uses and rights under this Agreement; (c) the execution and performance of this Agreement shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on Landlord; (d) Tenant's use and quiet enjoyment of the Premises will not be disturbed; and (e) Landlord will be responsible, at its sole cost and expense, for maintaining all portions of the Property in good order and condition and in compliance with all applicable laws, including without limitation, any support structure owned by Landlord, and common areas.

19. Environmental Laws. Landlord and Tenant shall comply with all federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the "Hazardous Substances"). Tenant agrees to be responsible for all losses or damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify Landlord for all such losses or damages. If Tenant acquires actual knowledge that any Hazardous Substances exist upon the Property, Tenant agrees to notify Landlord of the Hazardous Substances. Landlord represents that it has no knowledge of any Hazardous Substances on the Property. Tenant's indemnification obligations shall in no way extend to any negligence or willful misconduct by Landlord, its employees, contractors, tenants or agents.

20. Assignment.

a) Tenant shall have the right to assign, sublease or otherwise transfer this Agreement, upon the prior written approval of Landlord and the Carson City Board of Supervisors, pursuant to the Nevada Revised Statutes, Chapter 844. Notwithstanding the foregoing, Landlord shall not otherwise unreasonably condition, withhold or delay any assignment. Upon an assignment or transfer, and if deemed appropriate by Landlord, Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the transferee for

performance under this Agreement. Upon receipt of a written request from Tenant, Landlord shall promptly execute an estoppel certificate.

b) Landlord shall have the right to assign and transfer this Agreement only to a successor owner of the Property. In the event of a change of ownership of the Property, within five (5) days of such transfer, Landlord, or its successor, shall send to Tenant the following: (i) new vesting deed to the Property evidencing the sale or transfer, or such equivalent legal document, (ii) Internal Revenue Service Form W-9 and other required tax documents completed by the transferee, (iii) successor Landlord's contact information, including address for notice, and (iv) other documentation reasonably requested by Tenant.

## 21. Relocation.

a) Landlord must provide Tenant at least six (6) months written notice of any repairs, maintenance or other work (the "Work") during the Term of the Lease which would require the temporary relocation of the Antenna Facilities. Landlord agrees that the Work will not limit or interfere with Tenant's Permitted Uses of the Premises. Landlord will reimburse Tenant for all expenses incurred by Tenant required to accommodate the Work. If necessary, in Tenant's sole determination, Tenant may elect to install a temporary communications facility (e.g. a "cell on wheels," or "COW") in another mutually agreeable location on the Property that provides Tenant coverage and service levels similar to those of the Antenna Facilities at the original location, while the Work is being performed. Tenant shall have the right to reinstall its Antenna Facilities immediately upon the completion of the Work. Tenant or its designee shall have the right to accompany Landlord, its agents or contractors whenever the Work is being performed on the Premises. Notwithstanding anything to the contrary, Landlord shall not have the right to permanently relocate the Antenna Facilities except as set forth herein.

b) If Landlord desires to redevelop, modify, remodel, or in any way alter its Property or any improvements thereon ("Redevelopment"), Landlord shall in good faith use its best efforts to fully accommodate Tenant's continuing use of the Premises. If both parties to this Agreement determine that the Redevelopment necessitates permanent relocation of the Antenna Facilities, Landlord shall have the right, subject to the following provisions of this section, to relocate the Antenna Facilities, or any part thereof, to an alternate location on the Property (the "Relocation Premises"), provided, however, that: (i) Landlord may only relocate Tenant once during the Lease; (ii) Landlord may only relocate Tenant after the Initial Term; (iii) Landlord must give Tenant not less than twelve (12) months written notice prior to such relocation; (iv) all costs and expenses associated with or arising out of such relocation (including, without limitation, approval and permitting costs) shall be paid by Landlord; (v) such relocation shall be performed exclusively by Tenant or its agents; and (vi) such relocation shall not limit or interfere with Tenant's Permitted Uses of the Premises. Landlord shall exercise its relocation right by delivering written notice to Tenant pursuant to the Lease and shall identify in the notice the proposed Relocation Premises on the Property. If, in Tenant's reasonable judgment, no suitable Relocation Premises can be identified on the Property, then Landlord shall not be permitted to exercise its relocation right under this section and the Redevelopment shall not result in or cause the relocation of the Antenna Facilities; provided, however, that if Landlord is exercising its relocation right under this section in order to comply with then applicable laws or regulations governing the Property, and in Tenant's reasonable judgment no suitable Relocation Premises can be identified, then Tenant shall have the right to terminate the Lease upon written notice to Landlord, without penalty or further obligation

22. Marking and Lighting Requirements. If any tower or other support structure for Tenant's Antenna Facilities is owned by Landlord, Landlord acknowledges that Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC. Landlord shall

indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with these requirements.

23. Miscellaneous.

a) The prevailing party in any litigation or other legal proceedings arising under this Agreement (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing party for reasonable attorneys' fees and expenses.

b) This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and Property. Any amendments to this Agreement must be in writing and executed by both parties.

c) Landlord agrees to cooperate with Tenant in executing any documents which Tenant deems necessary to insure, protect Tenant's rights in, or use of, the Premises. Landlord and Tenant shall cooperate with recording this Agreement. If the Property is encumbered by a deed, mortgage or other security interest (each, a "Mortgage"), Landlord shall execute and deliver a subordination, non-disturbance and attornment agreement using Tenant's form.

d) This Agreement shall be construed in accordance with the laws of the state or territory in which the Property is located, without regard to the principles of conflicts of law. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the federal or state courts in whose jurisdiction and venue the Property is located.

e) If any term of this Agreement is found to be void or invalid, the remaining terms of this Agreement shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.

f) Each party hereby represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Agreement.

g) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent.

h) This Agreement and the interests granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

i) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Agreement shall legally bind the parties to the same extent as original documents.

j) Pursuant to NRS 239.010, Landlord's and Carson City's information or documents, including this Agreement, may be open to public inspection and copying. The Landlord and Carson City will have the duty to disclose, unless particular information or documents are made confidential by law or a common law balancing of interest.

k) The Parties represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to engage in the action set forth in this Agreement.

l) If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement will be construed as if such provision did not exist and the non-enforceability of the provision will not render any other provision or provisions of this Agreement unenforceable.

m) No Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

n) The failure of a Party to declare a breach or insist upon strict performance of any of the covenants, terms or provisions of this Agreement or to exercise any option herein, shall not operate as a waiver or relinquishment of that Party's rights or remedies as to any other breach. A waiver of any default or right is not valid or binding unless it is in made in writing.

(The remainder of this page is blank. The signature blocks begin on the next page.)

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date of the last authorized signature.

AIRPORT: Carson City Airport Authority, a subdivision of the State of Nevada (NRS 844), the manager for Carson City.

By: \_\_\_\_\_  
Printed Name: Michael Golden  
Title: Chairman, Carson City Airport Authority  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Printed Name: Jon Rogers  
Title: Secretary-Treasurer  
Date: \_\_\_\_\_

Approved as to form by:

\_\_\_\_\_  
Steven E. Tackes, Esq.  
Airport Authority Counsel

TENANT: T-Mobile West LLC,  
A Delaware limited liability company

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to form by:

\_\_\_\_\_  
T-Mobile Legal

CITY: Carson City, a consolidated Municipality and a political subdivision of the State of Nevada

Approved by the Carson City Board of Supervisors on:

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

By: \_\_\_\_\_  
Lori Bagwell, Mayor

ATTEST:

\_\_\_\_\_  
Aubrey Rowlett, Clerk/Recorder  
Date: \_\_\_\_\_

Approved as to form by:

\_\_\_\_\_  
Deputy District Attorney

EXHIBIT A

Subject to the terms and conditions of this Agreement, the location of the Premises is generally described and depicted as shown below or in the immediately following attachment(s):

However, it is expressly agreed and understood by and between the Landlord and Tenant that the exact and precise location of the Tenant's Antenna Facilities are subject to review and approval by the planning and/or zoning Boards having jurisdiction over the "Premises".

Notwithstanding anything to the contrary, the specific number and type of equipment described in the Exhibit is for illustrative purposes only and in no way limits Tenant's ability to alter, replace, add to, expand, enhance, modify, supplement, replace, refurbish, relocate or upgrade any such equipment within the Premises.

## **LEASE AREA DESCRIPTION**

**All that certain lease area being located in the City of Carson City, State of Nevada, and being a portion of the SE 1/4 of Section 4, Township 15 North, Range 20 East, M.D.B.& M., being more particularly described as follows:**

**Commencing at a standard monument in box set in the intersection of Lompa Lane and College Parkway from which a similar monument bears North 78°36'55" West 126.52 feet; thence from said point of commencement North 81°30'35" East 756.99 feet to the True Point of Beginning; thence from said point of beginning South 01°12'38" West 25.05 feet; thence North 88°47'22" West 20.80 feet; thence North 01°12'38" East 25.05 feet; thence South 88°47'22" East 20.80 feet to the True Point of Beginning.**

**Together with a non-exclusive easement for access purposes twelve feet in width the centerline of which is described as follows; beginning at a point which bears South 01°12'38" West 6.00 feet from the Southeast corner of the above described lease area and running thence North 88°47'22" West 65.43 feet; thence South 125.8 feet more or less to the public right of way.**

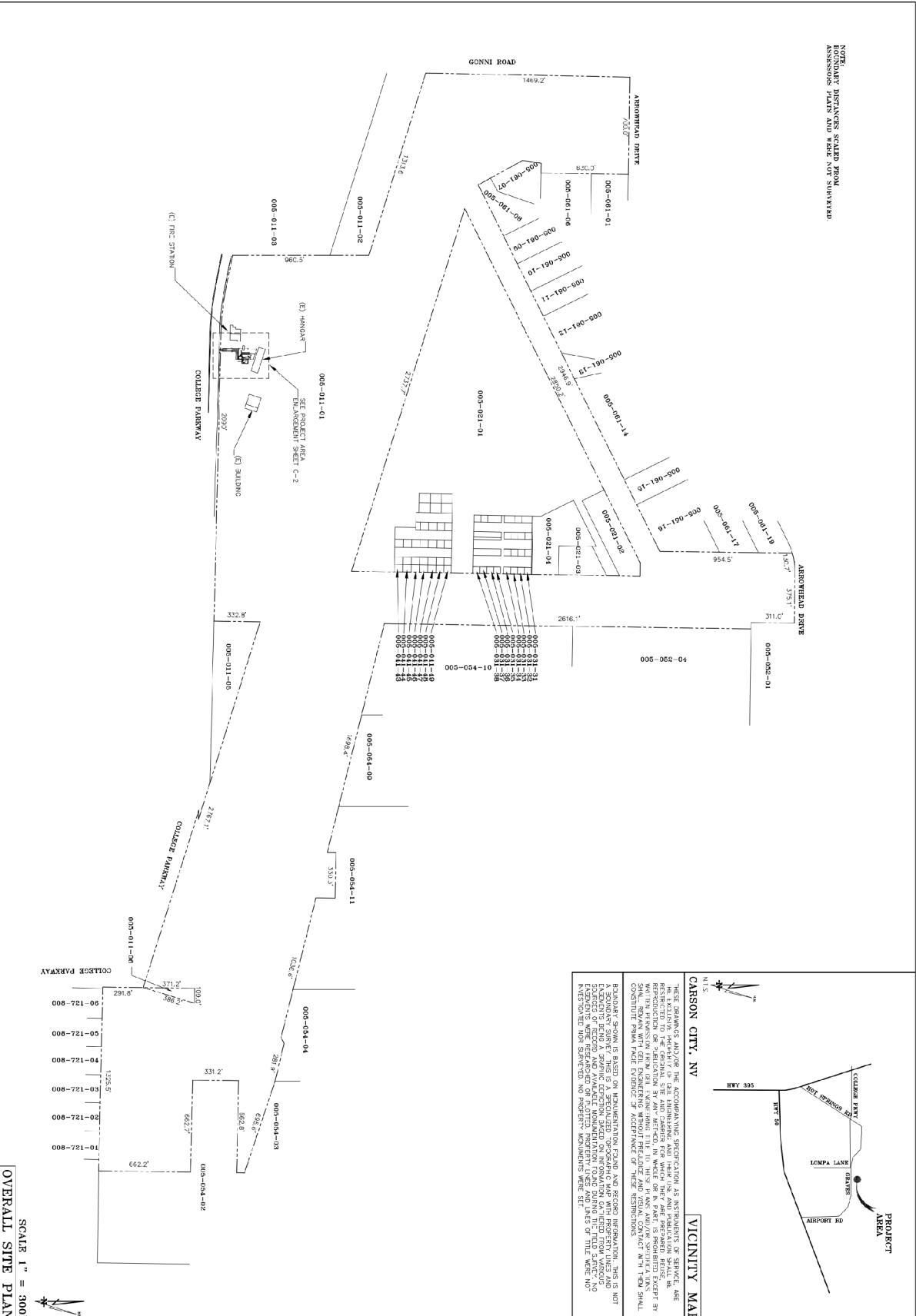
**Also together with a non-exclusive easement for utility purposes five feet in width the centerline of which is described as follows; beginning at a point which bears South 01°12'38" West 17.64 feet from the Northwest corner of the above described lease area and running thence North 58°32'51" West 19.83 feet; thence North 00°25'51" East 1.09 feet to a point hereafter defined as Point "A"; thence continuing North 00°25'51" East 59.4 feet more or less to the existing utility h-frame.**

**Also together with a non-exclusive easement for utility purposes five feet in width the centerline of which is described as follows; beginning at Point "A" as previously defined and running thence North 89°51'54" West 25.4 feet more or less to the existing telephone utility vaults.**

**Also together with a non-exclusive easement for utility purposes five feet in width the centerline of which is described as follows; beginning at a point which bears South 88°47'22" East 9.95 feet from the Northwest corner of the above described lease area and running thence North 12.5 feet more or less to the existing monopole tower; thence up, over and upon said tower as is necessary to install, operate and maintain necessary communications equipment.**



NOTE:  
BOUNDARY DISTANCES SCALED FROM  
RECORDING DATA AND SURVEYED



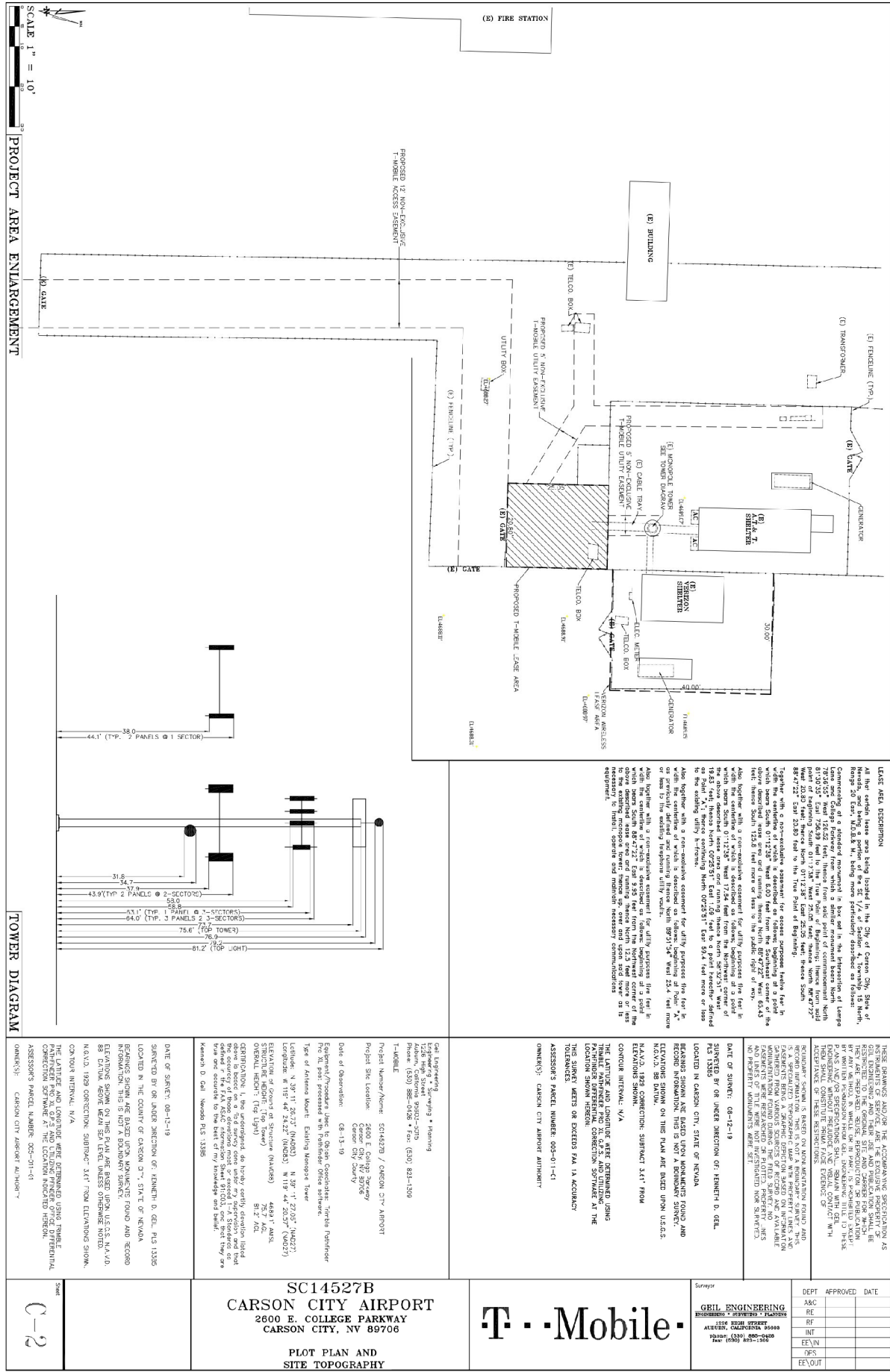
**VICINITY MAP**

**PROJECT AREA**

**REMARKS:** THIS DRAWING IS BASED ON INFORMATION FROM THE RECORD DRAWING, WHICH IS NOT BEING RESEARCHED OR FIELD VERIFIED. THE ENGINEER'S RESPONSIBILITY IS TO PREPARE THE DRAWING IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARDS OF THE PROFESSION. THE ENGINEER DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED IN THIS DRAWING. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY THE ENGINEER. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY THE ENGINEER.

<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>01</td> <td>08-14-10</td> <td>PRELIMINARY DRAWING</td> </tr> <tr> <td>02</td> <td>08-14-10</td> <td>BASE AREA PLACED</td> </tr> <tr> <td>03</td> <td></td> <td></td> </tr> <tr> <td>04</td> <td></td> <td></td> </tr> <tr> <td>05</td> <td></td> <td></td> </tr> <tr> <td>06</td> <td></td> <td></td> </tr> <tr> <td>07</td> <td></td> <td></td> </tr> <tr> <td>08</td> <td></td> <td></td> </tr> </table> <p><b>C-1</b></p>	NO.	DATE	DESCRIPTION	01	08-14-10	PRELIMINARY DRAWING	02	08-14-10	BASE AREA PLACED	03			04			05			06			07			08			<p><b>SC14527B</b> <b>CARSON CITY AIRPORT</b> 2600 E. COLLEGE PARKWAY CARSON CITY, NV 89706</p> <p><b>PLOT PLAN AND SITE TOPOGRAPHY</b></p>	<p><b>T-Mobile</b></p>	<p>Surveyor</p> <p><b>GRIL ENGINEERING</b> ENGINEERING • SURVEYING • PLANNING 14000 RIVERVIEW PARKWAY ATLANTA, GA 30341 Phone: (404) 886-6408 Fax: (404) 886-1300</p> <table border="1"> <tr> <th>DEPT</th> <th>APPROVED</th> <th>DATE</th> </tr> <tr> <td>AKC</td> <td></td> <td></td> </tr> <tr> <td>RE</td> <td></td> <td></td> </tr> <tr> <td>CF</td> <td></td> <td></td> </tr> <tr> <td>NT</td> <td></td> <td></td> </tr> <tr> <td>EEVN</td> <td></td> <td></td> </tr> <tr> <td>OPS</td> <td></td> <td></td> </tr> <tr> <td>EVCI</td> <td></td> <td></td> </tr> </table>	DEPT	APPROVED	DATE	AKC			RE			CF			NT			EEVN			OPS			EVCI		
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Site Number: SC14527B  
 Site Name: Carson City Airport  
 Market: Sacramento



<p>DATE OF SURVEY: 08-12-19</p> <p>PREPARED BY: OR UNDER DIRECTION OF: KENNETH D. GILL, PLS 12380</p> <p>LOCATED IN: THE COUNTY OF CARSON, STATE OF NEVADA</p> <p>BOUNDARIES SHOWN ARE BASED UPON ADJACENT FOUND AND RECORD INFORMATION. THIS IS NOT A BOUNDARY SURVEY.</p> <p>ELEVATIONS SHOWN ON THIS PLAN ARE BASED UPON U.S.C.S. N.A.V.D. 88 DATUM. BENCH MARK DATA: U.S. OVERSEAS BENCH MARK 1929 CORRECTION: SUBTRACT 2.417 FROM ELEVATIONS SHOWN.</p> <p>CONTOUR INTERVAL: N/A</p> <p>THE LATITUDE AND LONGITUDE WERE DETERMINED USING TRIMBLE SCIENTIFIC BUSINESS SYSTEMS (SBM) REAL TIME KINEMATIC (RTK) CORRECTION SOFTWARE AT THE LOCATION INDICATED HEREON.</p> <p>ASSESSOR'S PARCEL NUMBER: 005-011-1-11</p> <p>OWNERS(S): CARSON CITY AIRPORT AUTHORITY</p>		<p>DEPT. APPROVED DATE</p> <table border="1"> <tr><td>ASAC</td><td></td></tr> <tr><td>RE</td><td></td></tr> <tr><td>RF</td><td></td></tr> <tr><td>INT</td><td></td></tr> <tr><td>EE/N</td><td></td></tr> <tr><td>DES</td><td></td></tr> <tr><td>EE/DT</td><td></td></tr> </table>	ASAC		RE		RF		INT		EE/N		DES		EE/DT	
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