



## STAFF REPORT

**Report To:** Board of Supervisors **Meeting Date:** April 1, 2021

**Staff Contact:** Darren Schulz, Public Works Director

**Agenda Title:** For Possible Action: Discussion and possible action regarding a requested assignment to Octagon Towers, LLC of New Cingular Wireless PCS, LLC's interest as described in the "Land Lease Agreement", dated February 19, 2013 ("Lease") and concerning approximately 625 square feet of City property being used for a communication antenna ("cell tower") located at Lone Mountain on APNs 002-101-81, and authorization for the Mayor to sign the letter of consent and the Treasurer to sign the estoppel certificate. (Dan Stucky, DStucky@carson.org and Robert Nellis, RNellis@carson.org)

Staff Summary: On January 17, 2013, the Board of Supervisors approved a lease with Cingular Wireless PCS, LLC, on APN 002-101-81 for the construction of a cell tower. New Cingular Wireless PCS, LLC and Octagon Towers, LCC, have agreed to an assignment of the lease to Octagon and a leaseback of space on the tower to Cingular for their ongoing operations. Cingular has asked the City for its consent to the assignment under section 16 of the Lease. Octagon will assume all obligations under the Lease on and after the date of assignment. Cingular will have no further rights or obligations with respect to the Lease on or after the date of assignment. Cingular has requested that the City execute a letter of consent and an estoppel certificate.

**Agenda Action:** Formal Action / Motion **Time Requested:** Consent

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### **Proposed Motion**

I move to approve the lease assignment and authorize the Mayor to sign the letter of consent and the Treasurer to sign the estoppel certificate.

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

Economic Development

### **Previous Action**

January 17, 2013 - the Board of Supervisors approved the fair market value of the lease and adopted Resolution No. 2013-R-4 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.

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

On May 25, 2011, the City issued Special Use Permit 11-029 to New Cingular Wireless, LLC for the transmission and reception of communication signals and installation, construction, maintenance, operation, repair of equipment used on site, replacement and upgrade of its communication 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 for the successful and secure use of the Premises, as well as the right to test, survey and review title on the Property. Cingular further has the right to 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 application including, but not limited to, emergency 911 communication services.

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

NRS 244.270 and CCMC 2.140

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** Quality of Life Fund / Lease Revenue / Account #: 2545080-453010

**Is it currently budgeted?** Yes

**Explanation of Fiscal Impact:** Continuing Lease agreement, no fiscal impact to the City, same lease amount \$1,650 per month.

**Alternatives**

Do not approve the assignment of the lease to Octagon Towers, LLC and make a modified motion or provide alternate direction to staff.

**Attachments:**

[10067400 - CARSON-ANDORRA - Ground Consent and Estoppel Request.pdf](#)

**Board Action Taken:**

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

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



Thomas H. Lowe  
Managing Director – Corporate Development  
AT&T Inc

January 6, 2020

By: *Federal Express*

City of Carson City Nevada  
Treasurer's Office  
201 N. Carson Street, #5  
Carson City, NV 89701

RE: Request for Consent regarding the Ground Lease for the following Tower Site  
902 Beverly Drive, Carson City, NV 89706 (the "Property"); AT&T FA # 10067400

Dear Sir/Madam,

The undersigned, as tenant ("Tenant") under that certain lease with you dated 02/19/2013 (as heretofore amended and assigned, if applicable, and together with any related easements or other appurtenances) (the "Lease") intends to assign its interest in the Lease to Octagon Towers, LLC, or one of its affiliates ("Buyer"), in connection with Buyer's acquisition of the communications tower located on the Property. As part of the assignment, (i) Buyer will assume all obligations under the Lease arising on and after the date of assignment ("Assignment Date") and (ii) Tenant will leaseback from Buyer space on the Property for Tenant's ongoing provision of its wireless operations.

To the extent required by the Lease, we hereby request your consent to the foregoing assignment and leaseback, along with your acknowledgement that, effective upon the Assignment Date, the undersigned Tenant, as assignor, shall have no further rights or obligations with respect to the Lease to the extent accruing on or after the Assignment Date. This is to confirm that the undersigned Tenant shall remain fully responsible to landlord for any obligations arising under the Lease for the period prior to the Assignment Date.

To confirm your consent and acknowledgement, please sign below and return a copy of this letter by FedEx in the enclosed pre-paid FedEx envelope as soon as possible.

In addition, the enclosed Estoppel Certificate is being requested. Kindly review, complete any relevant information, sign and return as soon as possible.

Your prompt attention to this request is greatly appreciated. If you have any questions, you are authorized and directed to please contact Buyer's counsel, Jamie Chapman, at Thompson Hine LLP at (216) 566-5647.

Sincerely,

NEW CINGULAR WIRELESS PCS, LLC

By: Thomas H. Lowe

AGREED AND ACKNOWLEDGED:

City of Carson City Nevada, Treasurer's Office

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

Name:

Title:

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

Enclosure

**GROUND LESSOR ESTOPPEL CERTIFICATE**  
**(GROUND LESSEE FA#10067400)**

This Ground Lessor Estoppel Certificate (this "Certificate") is made by the party identified as the ground lessor in the signature block below ("Ground Lessor") for the benefit of the Ground Lessee identified below and Octagon Towers, LLC and its subsidiaries (collectively, "Buyer").

RECITALS:

A. NEW CINGULAR WIRELESS PCS, LLC ("Ground Lessee") is the lessee of certain real property pursuant to a lease, license or other occupancy agreement (the "Lease") dated 02/19/2013, by and between Ground Lessor and Ground Lessee, relating to premises described in the Lease.

B. Ground Lessee intends to assign its interest in the Lease to Buyer and Buyer intends to assume the obligations under the Lease.

C. In connection with the proposed assignment, Ground Lessee and Buyer have requested this Certificate from Ground Lessor.

Estoppel Certificate. Ground Lessor certifies to Ground Lessee and Buyer that the following statements are true as of the date hereof:

(a) Ground Lessee is the current Ground Lessee under the Lease (a full copy of which, including all amendments thereto, is annexed as Exhibit A);

(b) The Lease is in full force and effect, has not been assigned by Ground Lessor to any other party and contains the entire agreement between Ground Lessor and Ground Lessee with respect to the premises described in the Lease;

(c) The Commencement Date under the Lease was February 19, 2013, and the current term of the Lease will end on \_\_\_\_\_, subject only to the Ground Lessee's options to renew the Lease for three successive periods of five years each. The current monthly base rental is \$ \_\_\_\_\_. Monthly rent under the Lease has been paid through \_\_\_\_\_, 20\_\_; and

(d) No default exists under the Lease on the part of Ground Lessor or Ground Lessee, and, to Ground Lessor's knowledge, no event or condition has occurred or exists which, with notice or the passage of time or both, would constitute a default by Ground Lessee under the Lease.

Executed as of \_\_\_\_\_, 2020.

City of Carson City Nevada  
Treasurer's Office

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

**EXHIBIT A**

**[GROUND LEASE ATTACHED BEGINNING ON NEXT PAGE]**

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 I** (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 I** will not be deemed to limit Cingular's Permitted Use so long as it does not violate the SUP. If **Exhibit I** includes drawings of the initial installation of the Communication Facility, City's execution of this Agreement will signify City's approval of **Exhibit I**. 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 (5<sup>th</sup>) 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 (1<sup>st</sup>) 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 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 72<sup>nd</sup> 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) (j) **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: Robert S. Giomi  
Print Name: ROBERT S. GIOMI  
Its: Acting City Manager  
Date: 2-19-13

**"Cingular"**

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

By: AT&T Mobility Corporation  
Its: Manager  
By: [Signature]  
Print Name: Jim Sidorick  
Its: Senior Manager  
Date: 1/3/13  
Real Estate & Construction

[ACKNOWLEDGMENTS APPEAR ON THE FOLLOWING PAGE]

**CITY ACKNOWLEDGMENT**

State of Nevada  
County of Carsen City

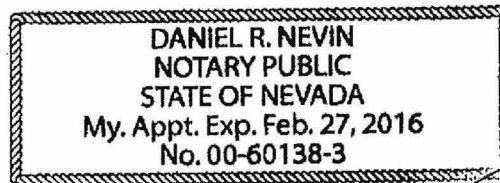
On February 19, 2013 before me, Daniel R. Nevin, Notary Public  
(insert name and title of the officer)

personally appeared Roberts S. Gioni  
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 Daniel R. Nevin (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)



STATE OF CALIFORNIA

COUNTY OF ALAMEDA

On January 3<sup>rd</sup>, 2013, before me, Debra A Hall, a Notary Public, personally appeared Jim Sidorick, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature *Debra A Hall*  
Printed Name: Debra A Hall  
My Commission Expires February 5<sup>th</sup>, 2016

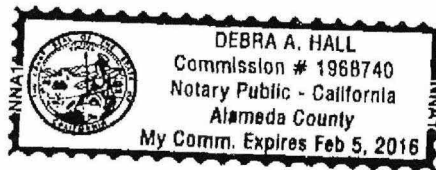


EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 3

to the Land Lease Agreement dated Feb. 19, 2013 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 & NORTHBRIDGE, 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)

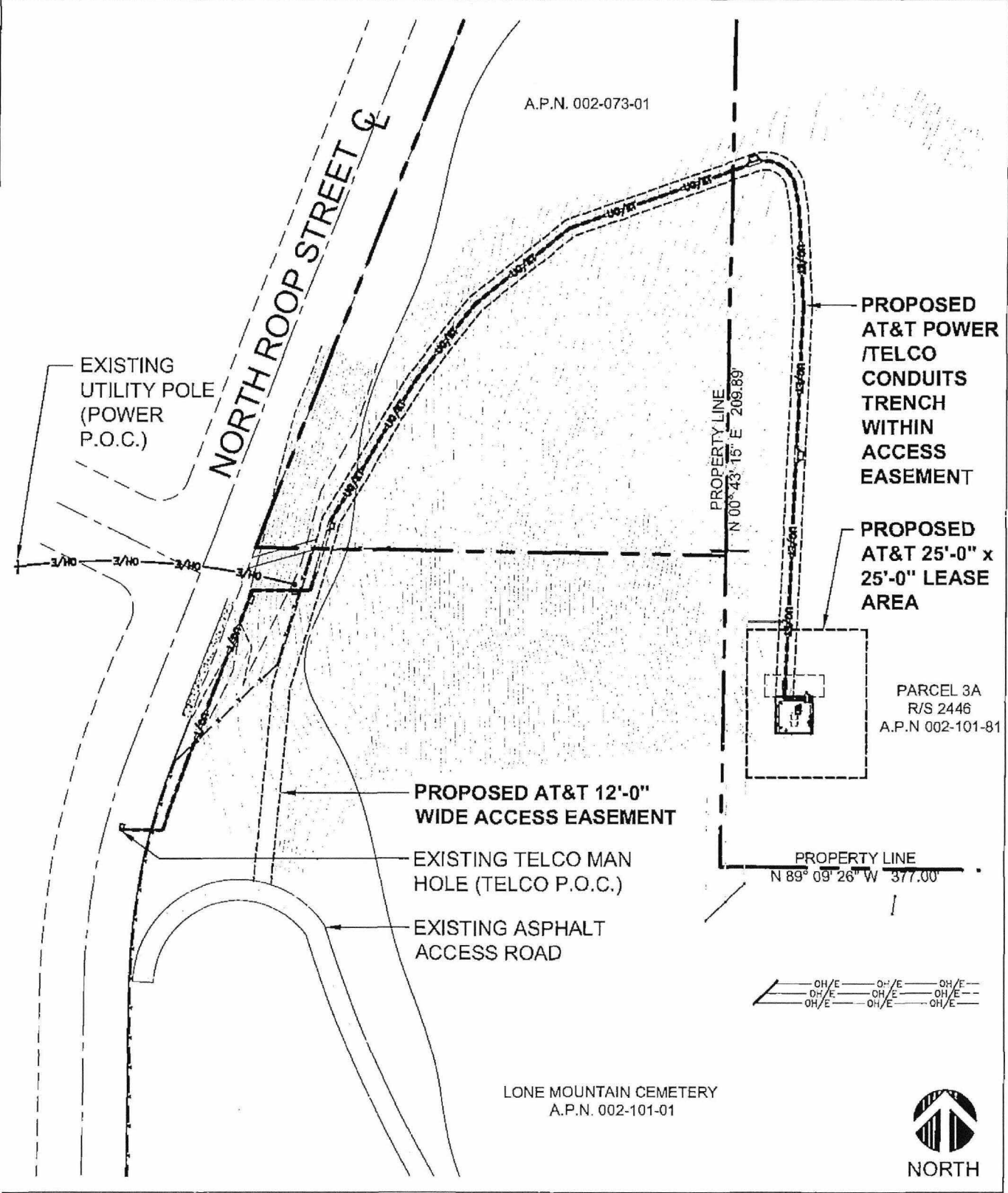
**Notes:**

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.



**CN6108**  
**WINNIE AND ROOP**  
**CARSON CITY NV 89706**

DRAWN BY:	JE
CHECKED BY:	PL
DATE:	12/24/12
SHEET:	1 OF 1
SCALE:	N.T.S.



---

**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. City is not aware of any hazardous substances that will prevent the proposed development of access or antenna improvements.



# CARSON CITY, NEVADA

CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

February 15, 2013

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.

Lawrence A. Werner  
City Manager

**EXHIBIT 13**

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

(attached)

Exhibit 12



## Carson City Planning Division

108 E. Proctor St.  
Carson City, Nevada 89701  
(775) 887-2180  
Planning@carson.org  
www.carson.org

**PLANNING COMMISSION  
MAY 25, 2011**

### **NOTICE OF DECISION**

★ CLERK ★  
**FILED**  
Time *5:20p*

JUN 16 2011  
By *V. King*  
Deputy  
Carson City, Nevada

A Special Use Permit application, SUP-11-029, was received from AT&T (property owner: Carson City Parks and Recreation) to allow the construction of a telecommunications facility on property located on Northridge Drive at Winnie Lane and Roop Street, APN 002-101-81, pursuant to the requirements of the Carson City Municipal Code.

The Planning Commission conducted a public hearing on May 25, 2011, in conformance with City and State legal requirements, and approved SUP-11-029, based on the findings contained in the staff report and subject to the following conditions of approval:

### **CONDITIONS OF APPROVAL:**

**The following shall be completed prior to commencement of the use:**

1. The applicant must sign and return the Notice of Decision for conditions for approval within 10 days of receipt of notification. If the Notice of Decision is not signed and returned within 10 days, the item may be rescheduled for the next Planning Commission meeting for further considerations.
2. All development shall be substantially in accordance with the development plans approved with this application, except as otherwise modified by these conditions of approval.
3. All on- and off-site improvements shall conform to City standards and requirements.
4. The applicant shall obtain a building permit from the Carson City Building and Safety Department for the proposed facilities.
5. The applicant shall obtain a Certificate of Occupancy and/or final inspection and approval for all required improvements prior to commencing the use.
6. The applicant shall meet all the conditions of approval and commence the use



(obtain and maintain a valid building permit) for which this permit is granted within twelve months of the date of final approval. A single, one year extension of time may be granted if requested in writing to the Planning and Community Development Department thirty days prior to the one year expiration date. Should this permit not be initiated within one year and no extension granted, the permit shall become null and void.

7. This SUP shall become effective **only** upon approval by the Board of Supervisors of Zoning Map Amendment application ZMA-11-030 to change the subject parcel from Single Family 6,000 to Public Community.
8. Exterior facility colors should blend with surrounding development and not cause abrupt changes. Primary surfaces should be muted or earth-tone in color. Bold colors shall be avoided. Ground and roof mounted facilities shall be painted a non-glossy color that blends with the surrounding natural environment.
9. The exterior of facilities and equipment shall not be lighted unless required by the Federal Aviation Administration (FAA) with the exception of manually operated emergency lighting.
10. All ground mounted facilities and equipment shall be surrounded by a security barrier. The barrier shall contain adequate controlled access and be posted with a one square foot sign indicating the facility owner(s) and a 24-hour emergency telephone number.
11. Project requires application for a Building Permit, issued through the Carson City Building Division. This will necessitate a complete review of the project to verify compliance with all adopted construction codes and municipal ordinances applicable to the scope of the project.
12. The plans submitted for review shall comply with the prescriptive requirements found in the Carson City Building Division handout titled: *Commercial Submittal Requirements*. This handout may also be found online at: [www.carson.org/building](http://www.carson.org/building)
13. The applicant is required to work with Parks and Recreation Department staff to construct an all weather access road on Cemetery property that connects the Cemetery's internal road system to the project site. Care must be exercised to minimize any impact to the adopted Cemetery Master Site Plan (Refer to Exhibit A).
14. The applicant shall construct a secondary path down to the corner of Roop Street and Winnie Lane to connect to the pedestrian facilities at the intersection.


**The following shall be submitted or included with a building permit or improvement permit application:**

15. The applicant shall submit a copy of the Notice of Decision and conditions of approval, signed by the applicant and owner.
16. The applicant shall submit documentation with a building permit application that the applicant is licensed by the Federal Communications Commission (FCC) and has the legal right to install and use the proposed facility.

**The following are general requirements applicable through the life of the project:**

17. This permit shall become null and void and the wireless communications tower structure shall be removed from the site if and when the use is abandoned for a period of more than 12 consecutive months.
18. Future uses such as buildings and facilities owned, leased, or operated by the City of Carson City, Carson City School District or any other district, State of Nevada or the government of the United States are subject to Special Use Permit approval, as noted in the Public Community zoning district.

This decision was made on a vote of 7 ayes and 0 nays.

  
\_\_\_\_\_  
Lee Plemel, AICP  
Planning Division Director

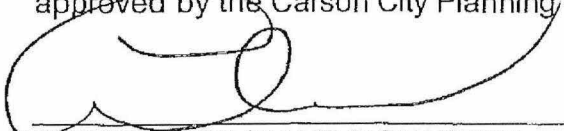
LP:jmb

Mailed by: RMT

By: 6/25/11

**PLEASE SIGN AND RETURN THIS NOTICE OF DECISION WITHIN  
TEN DAYS OF RECEIPT**

This is to acknowledge that I have read and will comply with the Conditions of Approval as approved by the Carson City Planning Commission.

  
\_\_\_\_\_  
OWNER/APPLICANT SIGNATURE

6/28/11  
\_\_\_\_\_  
DATE

Lawrence W. [unclear]  
\_\_\_\_\_  
PLEASE PRINT YOUR NAME HERE

**RETURN TO:**

Carson City Planning Division  
108 E. Proctor St., Carson City, NV 89701

- Enclosures: 1. Planning Commission Notice of Decision (2 copies)-Please sign and return only one. The second one is for your records.
2. Self-addressed stamped envelope



## Carson City Planning Division

108 E. Proctor Street  
Carson City, Nevada 89701  
(775) 887-2180  
planning@carson.org  
www.carson.org/planning

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July 10, 2012

Buzz Lynn  
SAC Wireless, LLC  
11315 Cornerbrook Court  
Reno, NV 89511

**Subject: SUP-11-029 – AT&T Wireless, Telecommunications facility Special Use Permit**

Dear Mr. Lynn,

Per your written request, you are hereby granted a one year extension of your Special Use Permit approval, SUP-11-029, for the AT&T telecommunications facility on Northridge Drive at Winnie Lane and Roop Street, APN 002-101-81. This extension modifies condition of approval number 6 of the original Notice of Decision and gives you until May 25, 2013, to obtain a building permit for the proposed improvements and meet all other conditions of approval. Additional extension requests or other modifications of the Special Use Permit approval may only be granted by the Planning Commission.

You can contact our office if you have any additional questions regarding your Special Use Permit approval.

Sincerely,  
Public Works Department, Planning Division

*Jennifer Pruitt*

Jennifer Pruitt, AICP, LEED AP  
Principal Planner

Copy: File SUP-11-029  
Roger Moellendorf, Parks and Recreation Director  
Kathe Green, Planning Division

**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]**

Exhibit 24(b)

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]

Exhibit 24(b)

**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 24(b)

**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.

Exhibit 24(b)





# CARSON CITY, NEVADA

CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

TO WHOM IT MAY CONCERN:

THE CITY OF CARSON CITY DOES NOT DO W-9 FORMS

TAX ID# IS 88-6000189

ATTACHED IS A COPY OF OUR CHAPTER 32 TAX EXEMPT STATUS

FORM <b>637</b> <small>Use Mar. 1958</small> <small>U.S. Treasury Department</small> <small>Internal Revenue Service</small>	<b>REGISTRATION FOR TAX-FREE TRANSACTIONS          UNDER CHAPTER 32 OF THE INTERNAL REVENUE CODE</b> <small>THIS APPLICATION SHOULD ALSO BE USED BY PRODUCERS AND IMPORTERS OF GASOLINE          AND MANUFACTURERS OF LUBRICATING OIL</small>	<b>A- 440312</b>
Please type or print	NAME OF INDIVIDUAL, CORPORATION, PARTNERSHIP, OR ASSOCIATION <u>CARSON CITY</u> <small>NAME UNDER WHICH BUSINESS IS OPERATED</small> BUSINESS ADDRESS (Number and Street) <u>198 North Carson Street</u> <u>CARSON CITY, NEVADA 89701</u> <small>(City, State, and Postal ZIP code)</small>	File this application in duplicate with your District Director of Internal Revenue. The original will be validated and returned as your Certificate of Registry. See the instructions on the reverse side.
Application is hereby made for a certificate of registry in the name(s) indicated above. The applicant is a <u>Municipality</u> <small>(Manufacturer, producer, importer, wholesaler, jobber, retailer, or other)</small> <span style="float: right;">selling or purchasing</span>		
<u>All types</u> <small>(Type of property)</small> and affirms that the use of the articles purchased or sold tax free is to be for the exempt purposes specified in the applicable provisions of the law and regulations and understands that the misuse of this certificate will lead to its revocation and/or the penalties provided by law.		
I declare under the penalties of perjury that this application has been examined by me and to the best of my knowledge and belief is a true, correct, and complete application.		
Signature <u>William G. Harris</u> Title <u>Carson City Clerk</u> Date <u>10/21/69</u>		
<small>District Director's Validation</small>		
A certificate of registry for the above-named applicant is approved and issued under the number indicated above.		
<u>Walter A. Bates</u> <small>District Director of Internal Revenue</small>		Date <u>10/29/69</u> <u>John A. Beach</u> <small>District Office Branch</small>

372.325 Sales tax: United States; state; political subdivisions; religious, eleemosynary organizations. There are exempted from the computation of the amount of the sales tax the gross receipts from the sale of any tangible personal property to:

1. The United States, its unincorporated agencies and instrumentalities.
2. Any incorporated agency or instrumentality of the United States wholly owned by the United States or by a corporation wholly owned by the United States.
3. The State of Nevada, its unincorporated agencies and instrumentalities.
4. Any county, city, district or other political subdivision of this state.
5. Any organization created for religious, charitable or eleemosynary purposes, provided that no part of the net earnings of any such organization inures to the benefit of any private shareholder or individual.

[50:397:1955]

PARKS & RECREATION DEPARTMENT • 3303 Butti Way, Building #9 • 89701 • (775) 887-2262

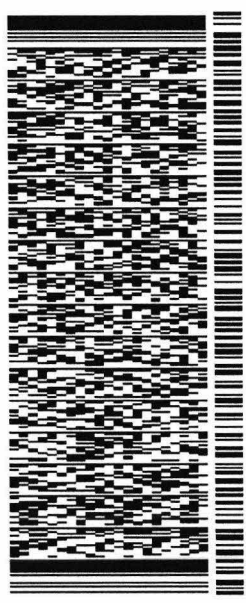
Parks • Recreation • Open Space • Facilities • Lone Mountain Cemetery

ORIGIN:DBKLA (216) 566-5709  
JAMIE CHAPMAN, ESQ.  
THOMPSON HINE LLP  
3900 KEY CENTER  
127 PUBLIC SQUARE  
CLEVELAND, OH 44114  
UNITED STATES US

SHIP DATE: 27DEC19  
ACTWGT: 0.50 LB  
CAD: 103113479/IN/ET4160  
BILL SENDER

TO TREASURER'S OFFICE  
CITY OF CARSON CITY NEVADA  
201 N. CARSON STREET, #5

CARSON CITY NV 89701  
(216) 566-5709 REF: 066876.00220  
NV DEPT: 10  
PO: 43508



MON - 30 DEC 3:00P  
STANDARD OVERNIGHT  
TRK# 7773 4773 7930  
0201

XH CSNA  
NV-US RNO 89701



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**After printing this label:**

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**Warning:** Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

10067400

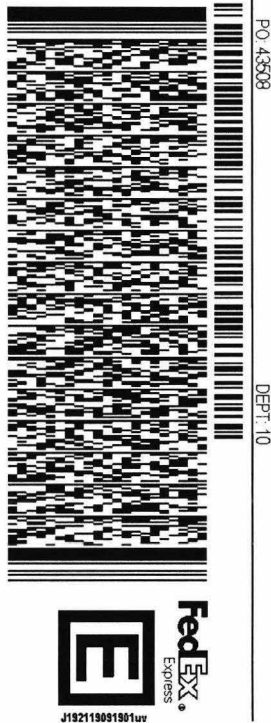
ORIGIN ID: BKLA (216) 566-5647  
 JAMIE CHAPMAN  
 THOMPSON HINE LLP  
 3900 KEY CENTER  
 127 PUBLIC SQUARE  
 CLEVELAND, OH 44114  
 UNITED STATES US

SHIP DATE: 17DEC19  
 ACTWGT: 1.00 LB  
 CAD: 103113479/NET4160

BILL SENDER

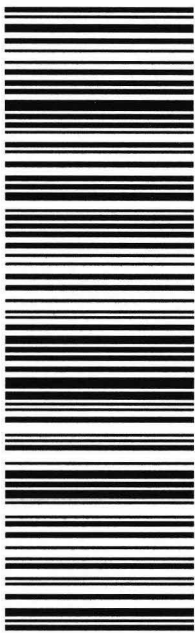
TO JAMIE CHAPMAN, ESQ.  
 THOMPSON HINE LLP  
 127 PUBLIC SQUARE  
 3900 KEY CENTER  
 CLEVELAND OH 44114  
 (216) 566-5709 REF: 06687600220  
 NV PO: 43508 DEPT: 10

567J2118DDI05A2



TRK# 7772 7023 6741  
 0201  
 WED - 18 DEC 3:00P  
 STANDARD OVERNIGHT

64 BKLA  
 OH-US 44114  
 CLE



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 Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.