



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** January 5, 2023

Staff Contact: Corey Jenkins, Airport Manager

Agenda Title: For Possible Action: Discussion and possible action regarding proposed amendments (“Amendments”) to a lease agreement for the use of a communications tower and 1,200 square feet of adjacent space within the Carson City Airport (“Lease”) entered into between Sacramento-Valley Limited Partnership, DBA Verizon Wireless (“Verizon”), as tenant, and Carson City and the Carson City Airport Authority (“CCAA”), together as landlord, with the Amendments updating the frequencies used by Verizon and allowing Verizon to install new equipment and modify its existing equipment on the leased area. (Corey Jenkins, cjenkins@flycarosncity.com and Steve Tackes, stacks@kcnvlaw.com)

Staff Summary: The Lease was originally executed by Cellco Partnership, DBA Verizon Wireless (“Cellco”) in 2009, then amended in 2019 through Cellco’s subsidiary, Verizon, to allow equipment modifications in the leased area and update the frequencies. The Lease will automatically renew every five years and will terminate on August 31, 2039. The second amendment will allow Verizon to implement equipment changes in the leased area.

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

Proposed Motion

I move to approve the amendments, as presented.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

December 5, 2022 (Item E1): CCAA approved the second amendment.

September 18, 2019 (Item G4): CCAA approved the first amendment to the Lease for the addition and modification of equipment and gave notice that Verizon would be the new tenant under the Lease, as Cellco’s successor-in-interest.

August 6, 2009 (Item 9-2): The Board of Supervisors (“Board”) approved the Lease between the City and CCAA as landlord and Cellco as tenant for use of the communications tower for placement of communications equipment and 1,200 square feet of adjacent land. The Lease also provides that Cellco can assign its interest in the Lease to a subsidiary without approval or consent from the City or CCAA.

Background/Issues & Analysis

On August 6, 2009, the Board approved the Lease, which allowed Cellco to use a communications tower and 1,200 square feet of adjacent land for placement of communications equipment.

The Lease was amended in 2019 to allow for the addition and modification of Verizon's communications equipment on the tower, to specify the frequencies that the communications equipment would be using and give notice that Cellco's subsidiary and successor-in-interest, Verizon, would be the new tenant under the Lease. The Lease permits the tenant to assign the Lease to a subsidiary without approval or consent from the landlord. Through an oversight, the first amendment was never given to the City to be brought before the Board for approval.

The second amendment allows for the addition and modification of communications equipment in the leased area.

Both amendments are being presented to the Board for consideration in this item.

Applicable Statute, Code, Policy, Rule or Regulation

Airport Authority Act for Carson City, 1989 Nev. Stat. ch. 844

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted?

Explanation of Fiscal Impact:

Alternatives

Do not approve the proposed amendments and redirect the matter to the Airport and/or provide alternative direction to staff.

Attachments:

[183689_Carson_City_Airport_CBand_PE_2nd_Amendment_11112022 \(002\).pdf](#)

[2019 11 14 Carson City Airport FE 1st Amd.pdf](#)

[2009 08 06 Carson City Airport-Verizon lease- fully signed copy.pdf](#)

Board Action Taken:

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

(Vote Recorded By)

Tenant Site Name: Carson City Airport
Tenant Location #: 183689

SECOND AMENDMENT TO ANTENNA TOWER COLLOCATION AND LAND LEASE

THIS SECOND AMENDMENT TO ANTENNA TOWER COLLOCATION AND LAND LEASE (the "Second Amendment") is made and shall be effective, as of the last date of the signatures below ("Effective Date"), between Carson City Airport Authority, a Quasi-municipal corporation, the manager for, Carson City, a consolidated municipality, existing under the law of the State of Nevada, ("Landlord") and Sacramento-Valley Limited Partnership d/b/a Verizon Wireless ("Tenant"). Landlord and Tenant (or their predecessors in interest) entered into that certain Antenna Tower Collocation and Land Lease dated July 17, 2009, as may have been previously amended and/or assigned (the "Lease"), pursuant to which Tenant is leasing from Landlord a portion of that certain property located at 2600 E. College Parkway, in the City of Carson City, County of Carson City, State of Nevada, as more particularly described in the Lease. Landlord and Tenant may be referenced in this Second Amendment individually as a "Party" or collectively as the "Parties."

In consideration of the mutual covenants and promises contained in this Second Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to amend the Lease as follows:

1. Tenant shall be allowed to make the equipment additions or removals necessary to configure Tenant's equipment as shown on Attachment A, attached hereto, subject to the inference and structural requirements of the Lease. For all purposes under the Lease as amended hereby, the descriptions and specifications of Tenant's equipment set forth in the Lease, including, without limitation, any equipment descriptions and specifications with respect to Tenant's equipment set forth in any schedules, exhibits or attachments to the Lease, are hereby deleted and replaced with the specifications of Tenant's equipment described in Attachment A, attached hereto.
2. Unless otherwise provided herein, all defined terms shall have the same meaning as ascribed to such terms in the Lease.
3. In the event of any conflict or inconsistency as to the equipment modifications between the terms of this Second Amendment and the Lease, the terms of this Second Amendment shall govern and control.
4. Except as otherwise provided for in this Second Amendment, the Lease shall remain in full force and effect in accordance with the original terms of the Lease.

[SIGNATURE PAGE TO FOLLOW]

Tenant Site Name: Carson City Airport
Tenant Location #: 183689

IN WITNESS WHEREOF, this Second Amendment is effective and entered into as of the date last written below:

LANDLORD:

Carson City Airport Authority, a Quasi-municipal corporation, ,
Existing under the laws of the State of Nevada

By: _____


Name: Michael Golden

Title: Chairman

Date: _____

TENANT:

Sacramento Valley Limited Partnership
d/b/a Verizon Wireless
By AirTouch Cellular Inc., Its General Partner

By: 
Name: Ginbar Ketema
Title: Senior RE Manager
Date: 11/09/22

Tenant Site Name: Carson City Airport
Tenant Location#: 183689

CARSON CITY

The Board of Supervisors of Carson City, Nevada, as underlying owner of the Airport, and thus the Lease Parcel, hereby approves and acknowledges the Lease amendment, and the right and authority of the Authority to amend the Lease to Tenant.

Approved by the Board of Supervisors this ____ day of _____, 2023.

LORI BAGWELL, Mayor

ATTEST:

CITY'S LEGAL COUNSEL
Approved as to form.

CLERK/RECORDER (or Deputy)

DEP. DISTRICT ATTORNEY

AIRPORT AUTHORITY COUNSEL
Approved as to form

STEVEN E. TACKES, ESQ.

Tenant Site Name: Carson City Airport
Tenant Location #: 183689

ATTACHMENT A

EQUIPMENT SPECIFICATIONS

Location of Equipment (Approved RAD Center): 74 & 75.51

Transmit Frequency: 746-757, 835-845, 846.5-849, 1885-1890, 1770-1780, UNLICENSED-UNLICENSED, 3700-3720, 3720-3740, 3740-3760, 3760-3780, 3780-3800, 1720-1730, 3800-3820, 3820-3840, 3840-3860, 3860-3880, 3880-3900

Receive Frequency: 776-787, 880-890, 891.5-894, 1965-1970, 2170-2180, UNLICENSED-UNLICENSED, 2120-2130

CARSON CITY AIRPORT
 183689
 2600 E. COLLEGE PARKWAY
 CARSON CITY, NV 89706

Verizon
 2765 MITCHELL DRIVE, BLDG 9
 WALNUT CREEK, CA 94598

Streamline Engineering
 and Design, Inc.
 8445 Sierra College Blvd, Suite E Granite Bay, CA 95746
 Contact: Kevin Sorenson, Project: 916-666-1944
 E-MAIL: KEVIN@STREAMLINEENGINEERING.COM FAX: 916-666-1944
Streamline Engineering and Design, Inc. is a professional engineering firm licensed by the State of California. License No. C-45324. The firm is not responsible for the design or construction of any structure or equipment shown on this drawing unless the structure or equipment was specifically designed by the firm. The firm is not responsible for the design or construction of any structure or equipment shown on this drawing unless the structure or equipment was specifically designed by the firm.

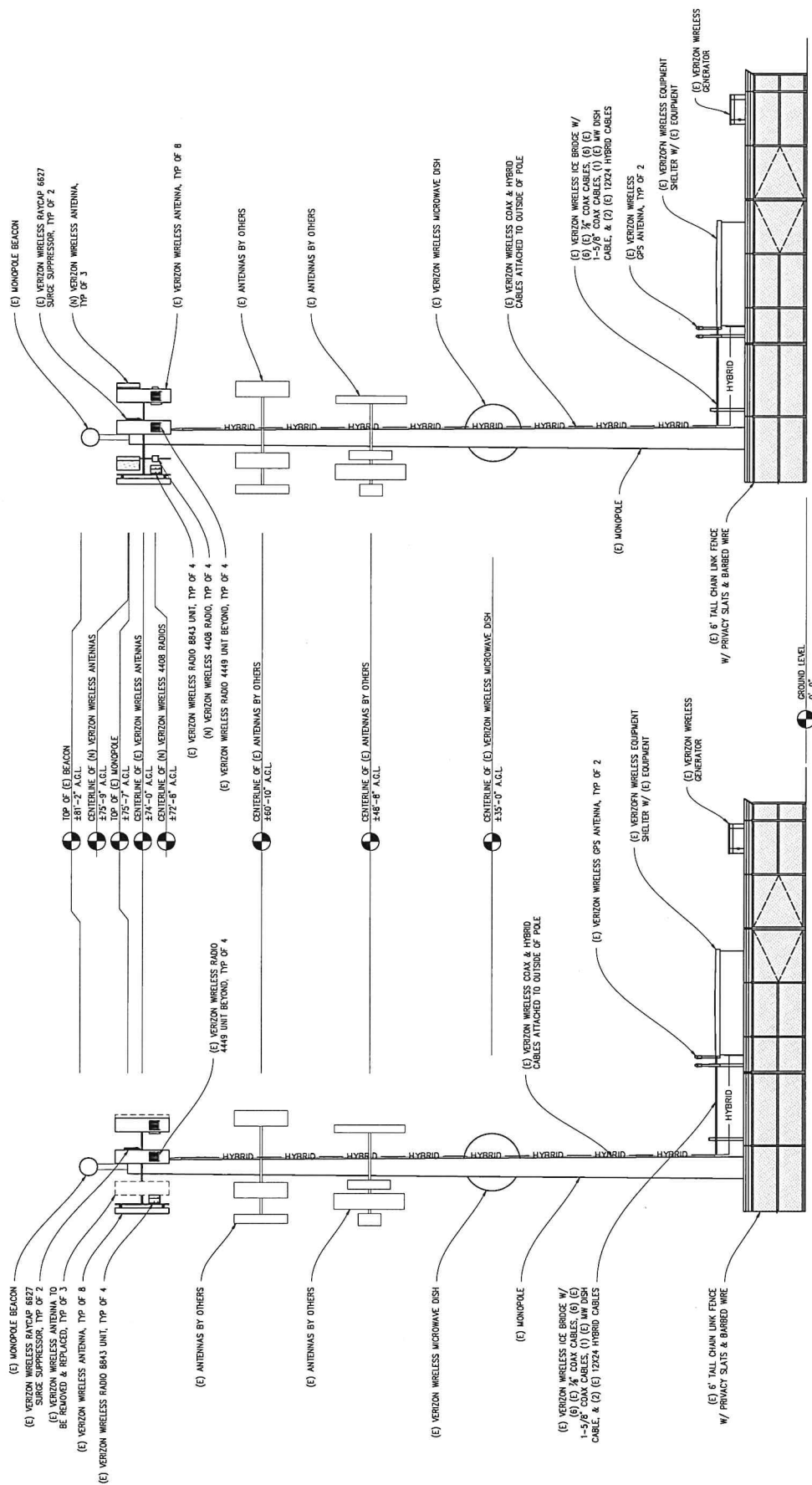


ISSUE STATUS

Δ	DATE	DESCRIPTION	REV.
	07/29/22	CD 90%	A.A.
	07/29/22	CD 100%	A.A.
	-	-	-
	-	-	-
	-	-	-
	-	-	-

DRAWN BY: A. ARIA
 CHECKED BY: J. GRAY
 APPROVED BY: K. SORENSON
 DATE: 07/29/22

SHEET TITLE:
ELEVATIONS
 SHEET NUMBER:
A-3.1



(N) SOUTH ELEVATION
 3/16\"=1\"-0"

(E) SOUTH ELEVATION
 3/16\"=1\"-0"

NOTE: ALL (N) VERIZON WIRELESS ANTENNAS TO BE PAINTED TO MATCH (E) ANTENNAS.



ISSUE STATUS

Δ	DATE	DESCRIPTION	REV
	03/10/22	CD 502	A.A.
	07/29/22	CD 1002	A.A.

DRAWN BY: A. ARA
CHECKED BY: J. GRAY
APPROVED BY: K. SORENSON
DATE: 07/29/22

SHEET TITLE:
GROUNDING PLAN
SHEET NUMBER:
E-1.1

GROUNDING NOTES

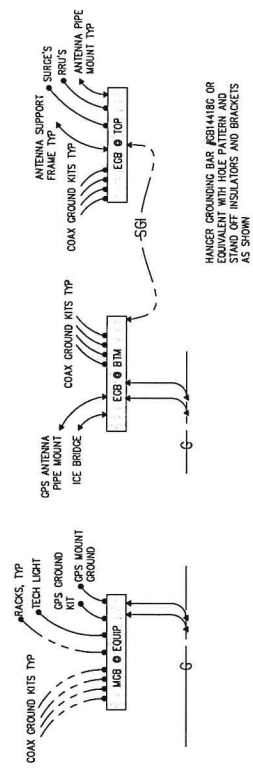
- GROUNDING SHALL COMPLY WITH THE ARTICLE 250.
- USE #2 COPPER STRANDED WIRE WITH GREEN COLOR INSULATION FOR ABOVE GRADE WIRING AND #4 COPPER STRANDED WIRE WITH GREEN COLOR INSULATION FOR BELOW GRADE WIRING UNLESS OTHERWISE SPECIFIED AND #2 SOLID THINNED BARE COPPER WIRE FOR BELOW GRADE GROUNDING AS INDICATED ON THE DRAWING.
- MECHANICAL WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
- EXPOSED GROUNDING CONNECTIONS SHALL BE MADE WITH BURNDY HYDROGROUNDED COMPRESSION TYPE CONNECTORS OR EXOTHERMIC WELDS AS SPECIFIED IN THE DRAWING.
- CONNECTIONS TO EQUIPMENT SHALL BE MADE USING STAINLESS STEEL HARDWARE.
- WEATHER PROOFING OVER COAX GROUND KITS.
- COAX GROUND KITS SHALL BE MADE WITH TWO HOLE COMPRESSION TYPE CONNECTORS AND TWO STAR WELDS AND NO OR AN EQUIVALENT FUSED BETWEEN CONNECTOR AND GROUND BAR.
- ROUTE GROUNDING CONDUCTORS ALONG THE SHORTEST AND STRAIGHTEST PATH AVAILABLE TO THE EQUIPMENT. OTHERWISE INDICATED, GROUNDING LEADS SHOULD NEVER BE BENT AT A 90° ANGLE. ALL BENDS SHALL BE MADE AT 45° ANGLES. #2 WIRE CAN BE BENT AT A 6" RADIUS WHEN NECESSARY. FIBERS BEND, HOWEVER, #2 WIRE CAN BE BENT AT A 6" RADIUS WHEN NECESSARY.
- THE SYSTEM GROUND RESISTANCE MUST BE 10 OHMS OR LESS. TO ACHIEVE THIS LEVEL OF RESISTANCE THE CONTRACTOR SHALL PURSUE ONE OF THE FOLLOWING FOUR OPTIONS:
A. CONNECT TO EXISTING GROUNDING SYSTEMS
B. CONNECT TO BUILDING STEEL COLUMNS
C. INSTALL A NEW GROUNDING SYSTEM

UPON COMPLETION OF THE GROUNDING INSTALLATION THE CONTRACTOR SHALL EMPLOY AN OWNER APPROVED 3RD PARTY TO CONDUCT A "FALL OF POTENTIAL" TEST AND SUBMIT A REPORT OF SUCH TEST FOR APPROVAL TO EITHER THE OWNER OR CONSTRUCTION MANAGER.

GROUNDING LEGEND

- MECHANICAL CONNECTION
- ▼ EXOTHERMIC CAIWELD
- ⊕ TYP. CUMWELD INSPECTION WELL
- ⊖ TYP. #2 DIA. X 10'-0" LONG COPPER CLAD GROUND ROD 10' O.C. MAX & 18" MIN BELOW FINISH GRADE
- ⌒ DATE GROUNDING STRAP
- ⊖ TYP. #2 THINNED BCW UNDERGROUND CND BRNG 18" MIN BELOW FINISH GRADE
- 55— GROUND WIRE #2 STRANDED GREEN INSULATED WIRE

NOTE: NO (N) ELECTRICAL LOAD CONNECTIONS TO (E) ELECTRICAL PANEL REQUIRED FOR THIS MODIFICATION.



SINGLE LINE

FIRST AMENDMENT TO ANTENNA TOWER COLLOCATION AND LAND LEASE

This First Amendment to Antenna Tower Collocation and Land Lease (the "**Amendment**") is made as of the date of the latter signature below, 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 Sacramento-Valley Limited Partnership, dba Verizon Wireless ("**Tenant**"), with reference to the facts set forth in the Recitals below:

RECITALS

A. Landlord is the owner of that certain real property located at 2600 E. College Parkway, Carson City, Nevada, 89706 (the "**Property**"), identified as assessor's parcel number 005-011-01, formerly known as 2600 E. Graves Lane, Carson City, NV 89706.

B. Landlord and Tenant, as successor-in-interest to Celco Partnership, dba Verizon Wireless, are parties to that certain Antenna Tower Collocation and Land Lease dated July 17, 2009 (the "**Agreement**"), pursuant to which Tenant leases from Landlord space on an existing tower structure and a portion of land space on the Property for the operation of a communications facility, together with the non-exclusive rights-of-way for ingress and egress and for utilities (collectively, the "**Premises**"), as more particularly defined and described in the Agreement.

C. Landlord and Tenant have agreed to amend the Agreement in order to modify Tenant's equipment on the Premises.

AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Equipment Modifications. Landlord grants to Tenant the right to modify and add to the equipment (the "**Equipment Modifications**") on the Premises as described and depicted in Exhibit "3" attached hereto and made a part hereof. Landlord hereby consents to and approves the alterations, additions and improvements described and depicted on Exhibit "3," including the Equipment Modifications. Landlord acknowledges and agrees that Tenant may install any and all conduits, cables, materials, equipment, and hardware to and among the Property and Premises necessary for the Equipment Modifications. As of the date of full execution of this Amendment, all references to the Premises in the Agreement shall be amended to include the Equipment Modifications.

2. Exhibits "3." Upon the full execution of the Amendment, Exhibit "3" shall supplement the exhibits to the Agreement. In the event of a conflict as to the Equipment Modifications between the exhibits to the Agreement and Exhibit "3", Exhibit "3" shall control.

3. **Permitted Use.** Paragraph 2(c) of the Agreement is hereby amended to delete the frequencies referenced therein and replace them with the following frequencies:

Call Sign	TX frequency MHZ	RX frequency MHZ
KNKN241	835-845, 846.5-849	880-890, 891.5-894
KNLH442	1885-1890	1965-1970
WQGB213	1720-1730	2120-2130
WQJQ694	746-757	776-787
WQVP219	N/A	2170-2180

The remaining portions of Paragraph 2(c) shall remain the same.

4. **Continued Effect.** Except as specifically modified by this Amendment, all of the terms and conditions of the Agreement (including, but not limited to, Paragraph 8 of the Agreement) shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this Amendment, the terms and provisions of this Amendment shall control. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Amendment to be executed by each party's duly authorized representative effective as of the date last written below.

Landlord:

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

By: Michael Golden
 Name: Michael Golden
 Title: Airport Authority Chair
 Date: September 18, 2019

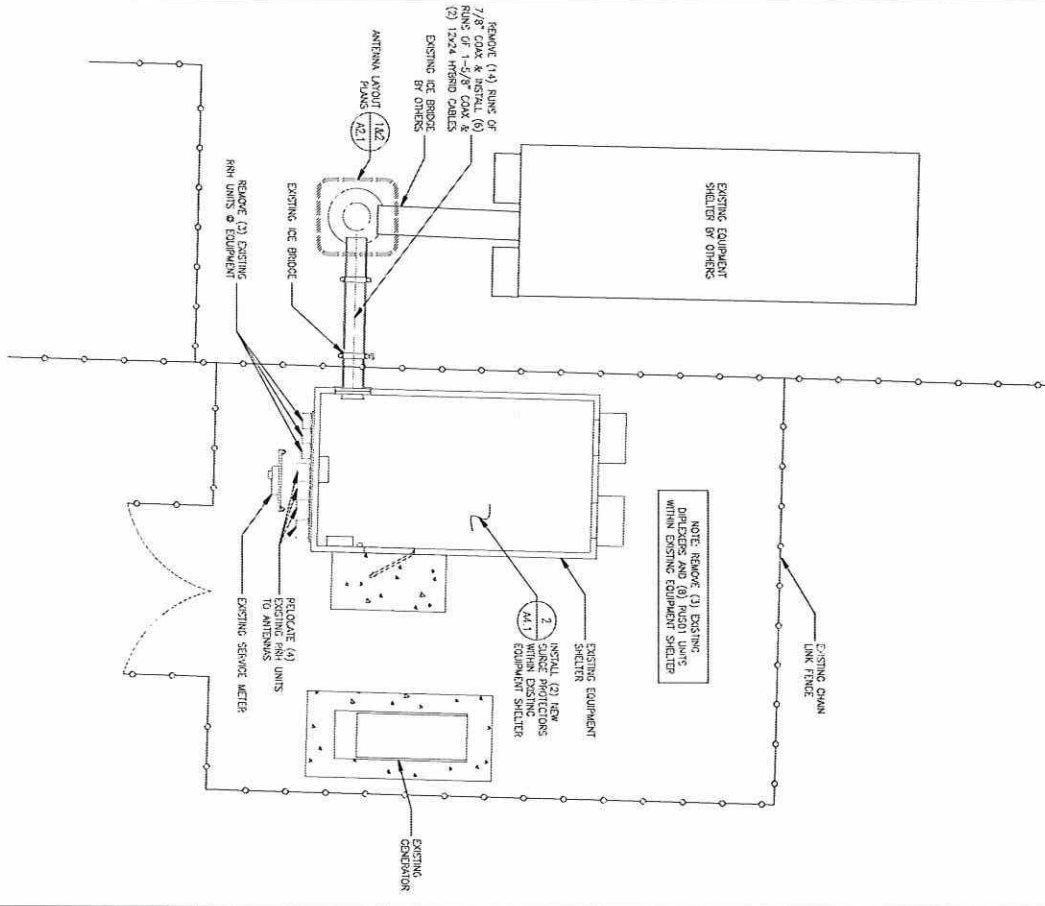
Tenant:

Sacramento-Valley Limited Partnership, dba Verizon Wireless

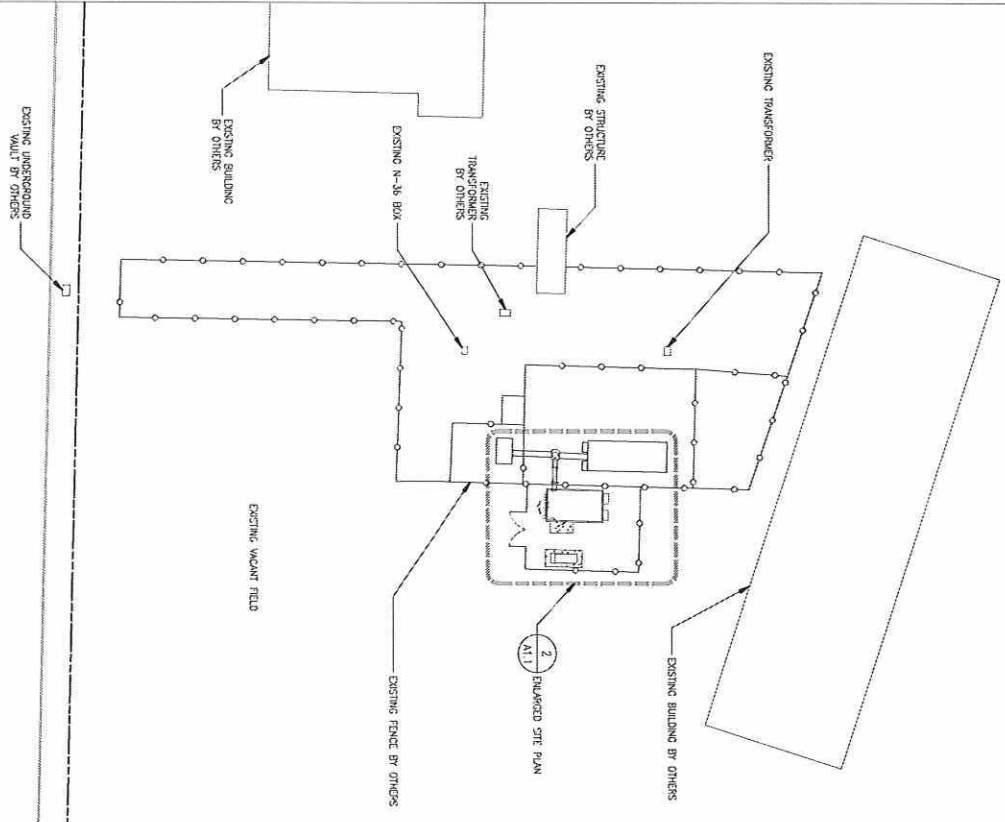
By: AirTouch Cellular Inc.
 Its: General Partner

By: Scott Stewart
 Name: SCOTT STEWART
 Its: Dir. NWK Field Engo
 Date: 11/14/19

Exhibit "3"
Equipment Modifications
(to be attached)



0' 1" 5' 10'
1/4" = 1'-0"
2 ENLARGED SITE PLAN
SCALE 1/4" = 1'-0"



0' 5' 25' 50'
1" = 200'
1 OVERALL SITE PLAN
SCALE 1" = 200'

A1.1

DATE: 04/20/2018
DRAWN BY: A11
CHECKED BY: A11
SCALE: AS SHOWN

REVISIONS:	
NO.	DESCRIPTION



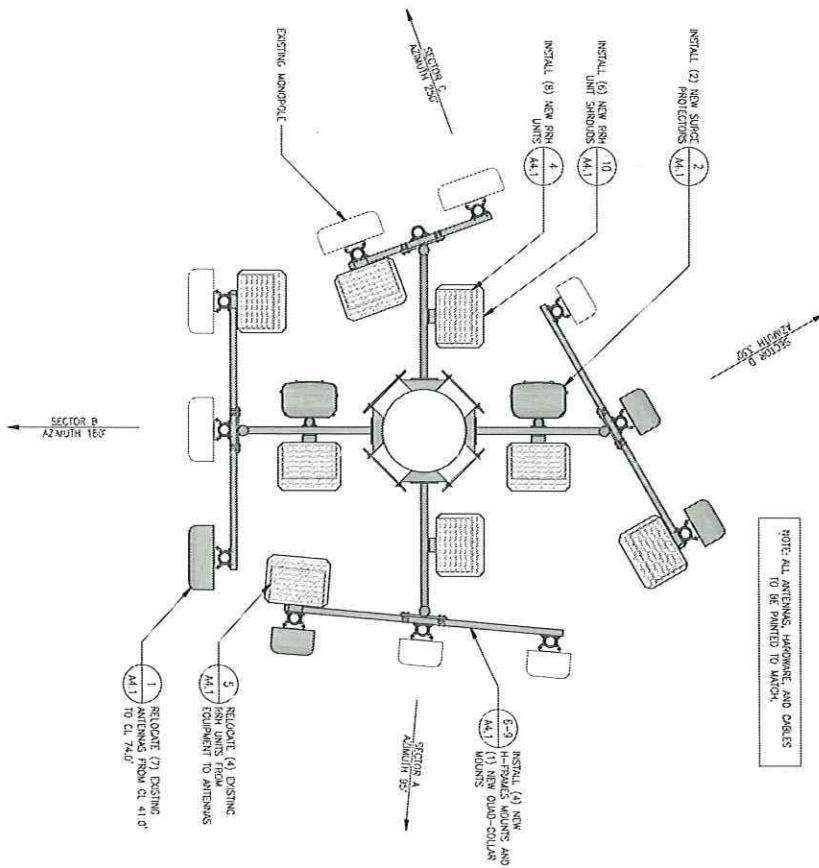
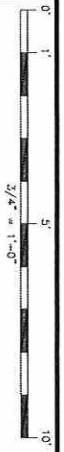
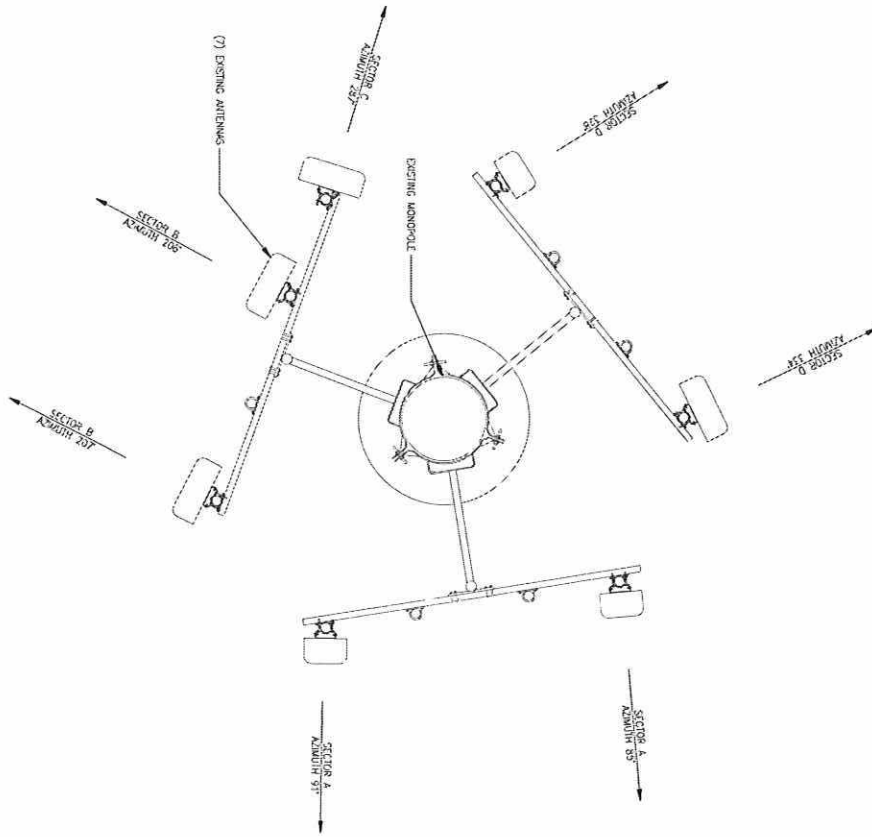
verizon
 CARSON CITY AIRPORT
 AWS 3 PROJECT
 2600 EAST COLLEGE PARKWAY
 CARSON CITY, NV 89706

SHEET TITLE:
OVERALL SITE PLAN & ENLARGED SITE PLAN

Manuel S. Tshilas, Architect
 1121 River Park Drive, Sparks, NV, 89415
 775-355-2411

COMPLETE
 Project Consulting, Inc.

THIS SHEET OR PORTION THEREOF IS THE PROPERTY OF COMPLETE PROJECT CONSULTING, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THIS SHEET WITHOUT THE WRITTEN CONSENT OF COMPLETE PROJECT CONSULTING, INC. IS STRICTLY PROHIBITED.



2 EXISTING ANTENNA LAYOUT PLAN @ CL 41.0'

1 PROPOSED ANTENNA LAYOUT PLAN @ CL 74.0'

A2.1

DATE: 10/12/2018
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 SCALE: AS SHOWN

REVISIONS:
 NO. DESCRIPTION
 1
 2

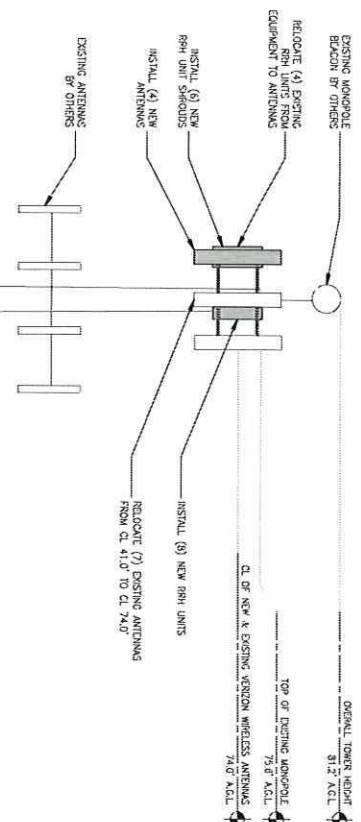


verizon CARSON CITY AIRPORT
 AWS 3 PROJECT
 2600 EAST COLLEGE PARKWAY
 CARSON CITY, NV 89706

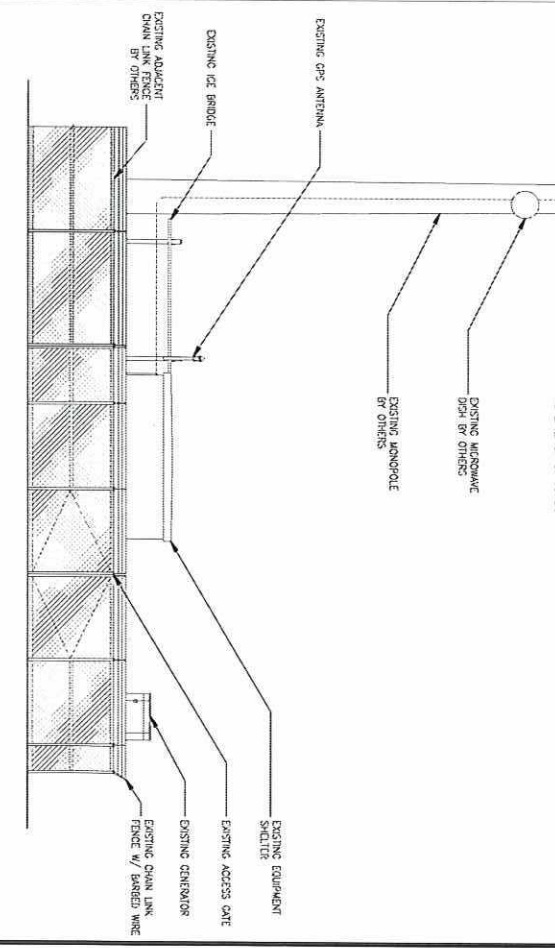
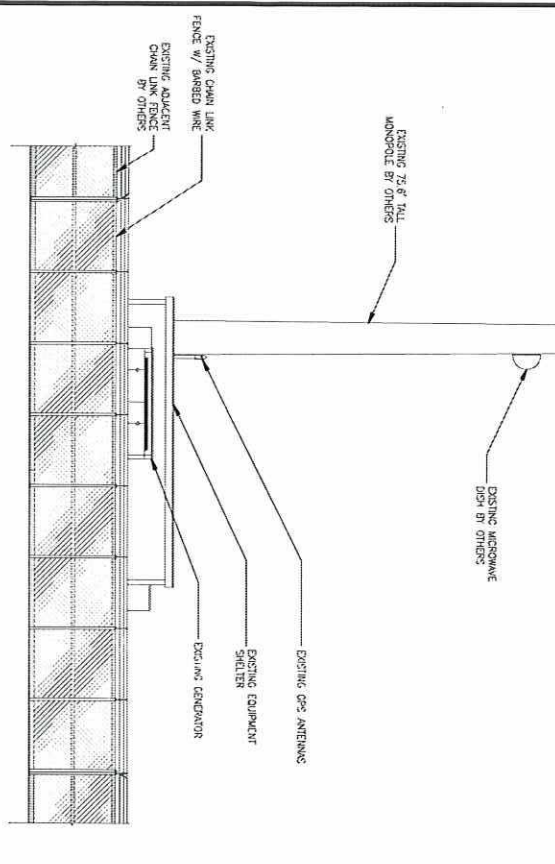
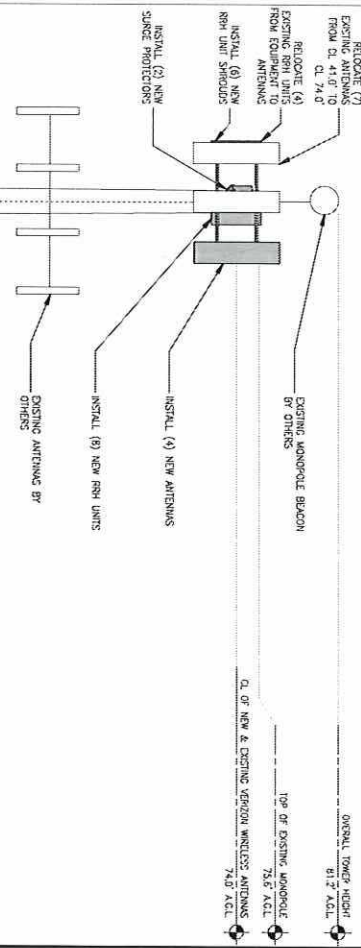
SHEET TITLE: ENLARGED ANTENNA LAYOUT PLANS

Manuel S. Tsihas, Architect
 1127 River Park Center, Sacramento, CA 95825
 916.442.2811

COMPLETE
 Wireless Consulting, Inc.



NOTE: ALL ANTENNAS, HARDWARE AND CABLES TO BE PAINTED TO MATCH.



2 PROPOSED EAST ELEVATION
A3.2 SCALE 1/4" = 1'-0"

1 PROPOSED SOUTH ELEVATION
A3.2 SCALE 1/4" = 1'-0"

A3.2

DATE	NO.	DESCRIPTION

DESIGNED BY	DATE
CHECKED BY	DATE
SCALE	



verizon

CARSON CITY AIRPORT
AWS 3 PROJECT
2600 EAST COLLEGE PARKWAY
CARSON CITY, NV 89706

SHEET TITLE: PROPOSED PROJECT ELEVATIONS

Manuel S. Tshilas, Architect
1121 River Park Drive Sacramento, CA 95815
916-550-8111

COMPLETE
Wireless Consulting, Inc.

Site Name: Carson City Airport
Site Number: _____

ANTENNA TOWER COLLOCATION AND LAND LEASE

THIS ANTENNA TOWER COLLOCATION AND LAND LEASE (“Lease ”), dated as of the date below, is entered into by **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**, with a Tax ID# of 88-004-1996, having its principal office at 2600 E. Graves Lane #6, Carson City, Nevada 89706 (hereinafter referred to as “Landlord”), and, **Cellco Partnership d/b/a Verizon Wireless**, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as “Tenant”).

BACKGROUND

Landlord owns that certain plot, parcel or tract of land (“Property”) and monopole antenna tower (“Tower”), together with all rights and privileges arising in connection therewith, located at 2600 E. Graves Lane, Carson City, Nevada 89706, identified as Assessors Parcel Number 005-011-01 and located in the Carson City, Carson County, State of Nevada, also known as the Carson City Airport (FAA identifier- CXP), (collectively “Property”). Tenant desires to use a portion of the Tower (monopole) and Property in connection with its federally licensed communications business, sufficient for placement of Communications Facility as defined below, together with easements for access and utilities, generally described and depicted in the attached Exhibit 2 (collectively referred to hereinafter as the “Premises”). Tenant’s location on the Tower shall be centered at 39 feet, and shall not interfere with Landlord’s and prior tenants’ use of said Tower.

The parties agree as follows:

1. **LEASE.** (a) **Landlord** hereby leases to Tenant the Premises measuring approximately 30’ x 40’, or 1,200 square feet as contained in the legal description attached hereto as **Exhibit 1** (collectively, the “Premises”), together with use of the Tower for placement of Tenant’s communications equipment, and with unrestricted surface access and access for installation of underground utilities for Tenant’s use from the nearest public right-of-way along the Property.

(b) During the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively the “Tests”), to apply for and obtain licenses, permits, approvals, or other relief

CXP Standard Antenna Lease updated May 2008

required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"), and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense.

2. PERMITTED USE. (a) Tenant may use the Premises for the following: (i) transmission and reception of communications signals; (ii) to construct, install, operate, maintain, repair, replace, protect and secure its communication fixtures and related equipment upon the Airport monopole, along with such cables, accessories and improvements related thereto (collectively, the "Communication Facility"); including a non-exclusive right to use the Airport monopole tower as described in paragraph 2(b), along with any number of associated antennas, together with, an equipment shelter, fencing and any other accessories necessary to the successful and secure operation of the Communication Facility; and (iii) any activities related to the foregoing. Landlord and Tenant agree that **Exhibit 2** shows the initial installation of Tenant and that it does not limit Tenant's rights under this paragraph. Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 2**. Tenant has the right (i) to install and operate transmission cables from the equipment shelter to the antennas, electric lines from the main feed to the equipment shelter, and communication lines from the main entry point to the equipment shelter and (ii) to erect, construct or make Property improvements, alterations, or additions appropriate for Tenant's use ("Tenant Changes"). Tenant Changes include the right to construct and maintain a fence around the Premises or undertake any other appropriate means to restrict and secure access to the Premises. Tenant shall be responsible for all costs associated with Tenant's facility including but not limited to construction and maintenance.

(b) Tenant has a non-exclusive right to use the Tower so long as: (i) Tenant's use does not interfere with the use by other pre-existing Tenants and (ii) Tenant's use does not interfere with the Landlord's operation of the beacon, nor obstruct visibility of the beacon from aircraft.

(c) Tenant will operate Tenant facilities according to all applicable FCC and FAA rules and regulations and will be transmitting between 880-894, 1965-1970, 734-740, 746-757 MHz, Receiving between 835-849, 1885-1890, 704-710, 776-787 MHz with a typical power output between 20-40 watts per channel with a maximum of 100 watts per channel. Tenant also transmits and receives

CXP Standard Antenna Lease updated May 2008

signals in the 1900 MHz range and will notify Landlord of the exact frequencies to be used at this facility 45 days prior to Tenants use of these frequencies. Tenant shall not interfere with frequencies used by aviation, including but not limited to the range of 75 Mhz (Navaid/Marker Beacon) to 137 Mhz (VOR/VHF communication).

(d) Structural Analysis. Tenant understands that the Airport Tower is presently occupied by AT&T, Cricket and ClearWire, and will require a structural analysis to be performed in order to accommodate Tenant's antennas. Tenant shall incur all costs relating to the performance of the structural analysis and shall provide copies of any structural analysis and drawings, plans or specifications (1) to pre-existing users for their approval, and upon their approval (2) to Landlord for its review and approval. Landlord shall review all documents submitted within four weeks of its receipt of such documents and shall not unreasonably withhold or condition its approval. In the event that Tenant shall modify or add equipment to the tower with loading characteristics that differ from the approved structural analysis and installation, then Tenant shall obtain approval as set forth above. In the event that Tenant's modifications or additions are determined to require structural or other modifications to the tower, Tenant shall be responsible for the costs of all such modifications.

3. INSTALLATIONS. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises leased by Tenant at any time during the term of this Agreement. Any changes affecting structural loading of the monopole shall require prior review and approval by the Airport Engineer. Providing such approval is received, Tenant will be allowed to make such alterations to the Premises in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. Approval by Landlord shall not be unreasonably withheld, conditioned or delayed.

4. TERM. (a) The initial lease term will be five (5) years ("Initial Term"), commencing upon the Commencement Date, as defined below.

(b) This Agreement will automatically renew for five (5) additional five (5) year Term(s) (the "Extension Term"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the existing Term.

CXP Standard Antenna Lease updated May 2008

(c) If Tenant remains in possession of the Premises after the termination or expiration of this Agreement then Tenant 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.

(d) The Initial Term, and the Extension Term and the Holdover Term are collectively referred to as the Term ("Term").

5. RENT. (a) This Lease shall be effective as of the date of execution by both parties. Commencing on the first day of the month ("Commencement Date") following the date that Tenant is granted a building permit by the governmental agency charged with issuing such permits, Tenant will pay the Landlord a monthly rental payment of Fifteen Hundred and no/100 dollars (\$1,500.00) to Landlord, at the address set forth above and marked **Att: Airport Manager**, on or before the 5th day of each calendar month, in advance, or to such other person, firm or place as Landlord may from time to time, designate in writing at least thirty (30) days in advance of any due date, provided, however, commencing on July 1, 2009, until the Commencement Date, Tenant will pay the Landlord a monthly rental payment of ~~Seven~~ **Seven** Hundred Fifty Dollars (\$750.00) to Landlord.

Beginning with year two (2) of the initial term, and each year thereafter, including throughout any option terms exercised, the monthly rent will be increased by three percent (3%) over the previous year's rent.

(b) Tenant shall have the right to use a direct deposit system with regard to Rent payments. Landlord agrees to cooperate with Tenant in providing requisite information to Tenant for such direct deposit. The implementation of the direct deposit system shall be at Tenant's expense.

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 Paragraph 15 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 Communication Facility 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;

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(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 considerations 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 judgment, 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 prorata basis.

7. INSURANCE. (a) Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of \$1,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law.

(b) Tenant will name the Landlord, (both the **City of Carson City** and **Carson City Airport Authority** separately), as an additional insured under its commercial general liability policy. Tenant will require its insurance company to give at least thirty (30) days prior written notice of cancellation of the policy to the additional insured, except for cancellation for non-payment of premium, which notice will be ten (10) days.

(c) Notwithstanding anything in this Agreement, with respect to all loss, damage, or destruction to the insured party's property (including rental value and business interruption) occurring during the term of this Agreement, Landlord and Tenant hereby releases and waives all claims for negligence against the other party, and against each of the other party's employees, agents, officers, and directors. Landlord and Tenant will make a reasonable effort to include in their property insurance

policy or policies a waiver of subrogation provision whereby any such release does not adversely affect such policies or prejudice any right of the insured party to recover thereunder.

8. INTERFERENCE. (a) Where there are prior radio frequency user(s) on the Landlord's property, the Landlord will reasonably assist Tenant in obtaining a list of all prior radio frequency user(s) (and their frequencies) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing prior radio frequency user(s) on the Premises as long as the prior radio frequency user(s) operate and continue to operate within their lawful frequencies, and in accordance with all applicable laws and regulations. In the event Tenant causes interference to Landlord or other preexisting radio frequency users, Tenant shall cause such interference to cease upon not more than twenty-four (24) hour notice from Landlord or other preexisting user. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Landlord will suffer irreparable injury, and therefore, Landlord will have the right, in addition to any other rights that it may have at law or in equity, for Tenant's breach of this Agreement, to elect to enjoin such interference. Moreover, for any such uncured interference, Landlord may elect to terminate the Agreement upon at least five (5) days' prior written notice to Tenant.

(b) Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property so that Tenant can evaluate and notify Landlord of any potential interference.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Premises in any way which interferes with the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease upon not more than twenty-four (24) hour notice from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference. Moreover, for any such uncured interference, Tenant may elect to terminate the Agreement upon at least five (5) days' prior written notice to Landlord.

9. INDEMNIFICATION. (a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any direct injury, loss, damage or liability (or any claims in respect of the

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foregoing), costs or expenses (including reasonable attorneys' fees and court costs) resulting from the installation, use, maintenance, repair or removal of the Communication Facility or the breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

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

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

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license, unencumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, agreements of record or not of record, which would adversely affect Tenant's use and enjoyment of the Premises under this Agreement; (ii) as long as Tenant is not in default beyond any applicable notice, cure or grace periods, then Landlord grants to Tenant actual, quiet and peaceful use, enjoyment and possession of the Premises; (iii) its 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 the Landlord;

11. ENVIRONMENTAL. (a) Landlord represents, warrants and agrees that: (i) the Property and its uses and operations complies with all local, state and federal statutes or regulations, or ordinances pertaining to the environment or natural resources ("Environmental Laws"); (ii) the Property has not been used or allowed to be used by Landlord or, to the best of Landlord's knowledge, by any previous owner, to emit through ground, water or air, refine, manufacture, generate, produce, store, contain, handle, transfer, process, treat, transport, or dispose of hazardous substances or hazardous wastes, products or pollutants, including without limitation asbestos, oil, petroleum products and their by-products, (collectively called "Hazardous Substance") as defined and regulated under any Environmental Laws; (iii) the Property has never been the subject of any federal or state Hazardous

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Substance related list; (iv) the Property has never required closure or clean-up of Hazardous Substance; and (v) to the best of Landlord's knowledge, no asbestos, Polychlorinated Biphenyls or other Hazardous Substance exist or have existed on the Property.

(b) Tenant represents, warrants and agrees to conduct its activities on the Premises in compliance with all applicable Environmental Laws. Tenant will not use, generate, release, manufacture, refine, produce, store, or dispose of any Hazardous Substance on, under, or about the Premises, except for the use of sealed batteries for emergency back-up, any fire suppression system, propane/diesel/gasoline/HVAC system, and small quantities of cleaning products ordinarily used by commercial businesses. Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all direct liabilities, damages, losses, costs, assessments, penalties, fines, expenses and fees, including reasonable legal fees, that Landlord may suffer due to the existence or discovery of Hazardous Substance on the Property, or released into the environment, that are caused by Tenant's use of the Premises.

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

12. ACCESS. Landlord will be permitted access to the Tenant's Premises: (i) for emergencies without prior notice to Tenant, so long as Tenant is notified as soon thereafter as reasonably practicable; and (ii) with reasonable prior notice to Tenant and accompanied by Tenant's authorized representative to make necessary repairs; in all cases provided that Tenant's equipment, technology and proprietary interests remain secure and the Communication Facility's operation is not adversely affected.

At all times throughout the term of this Agreement, and at no additional charge to Tenant, Landlord will provide, as further set forth in Exhibit 1, Tenant and its employees, agents, and subcontractors, with twenty-four hour, seven day access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. In the event any public utility is unable to use the access provided to Tenant then the Landlord hereby agrees to grant an additional access or easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

13. REMOVAL/RESTORATION.

All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant, except structural changes to the tower approved by Landlord, will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all such improvements. Footings, foundations, and concrete installed by Tenant will be removed to a depth of two feet below grade. Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Tenant will not be responsible for the replacement of any trees, shrubs, or other vegetation, nor will Tenant be required to remove from the Premises or the Property any underground utilities.

14. MAINTENANCE ; UTILITIES.

(a) Tenant will, at Tenant's expense, keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be solely responsible for and promptly pay all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. All easements shall minimize the encumbrance upon Landlord's use of the Property, and the location shall be shown on **Exhibit 2**.

(c) Tower Maintenance. Landlord represents and warrants that its operation of the Tower, exclusive of Tenant's Communications Facilities, including the lighting system, meets and will be maintained in accordance with all applicable laws, rules and regulations, including, without limitation, rules and regulations of the Federal Communications Commission, Federal Aviation Administration and all applicable local codes and regulations. Landlord shall maintain its tower and related lighting system in good operating condition. The costs of maintaining the Tower shall be borne by Landlord with the exception of Tenant's Communications Facilities and except for damage to the

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Tower caused by Tenant or Tenant's agents, employees, contractors or subcontractors, which shall be borne by Tenant. Tenant shall repair at Tenant's cost any such damage, within forty-eight (48) hours, and to the extent that such damage cannot be repaired within forty-eight (48) hours, Tenant shall make all efforts to begin such repair and finish such repair in a timely manner. Should Tenant fail to timely make repairs required by this Agreement, Landlord may, at Landlord's Option, make such repairs and Tenant shall promptly reimburse Landlord for its reasonable costs and expenses incurred in such repair.

15. DEFAULT AND RIGHT TO CURE. (a) The following will be deemed a default by Tenant 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 of such failure to pay from Landlord; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant 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 Tenant. Interference with Airport operations which shall be governed by the notice terms of Paragraph 8, and failure to correct under said term shall constitute breach and termination of the Agreement.

(b) The following will be deemed a default by Landlord and a breach of this Agreement. Landlord's failure to perform any term or condition under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord 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 Landlord.

16. ASSIGNMENT/SUBLEASE. (a) Landlord may assign this Agreement provided said assignee will assume, recognize and also become responsible to Tenant for, the performance of all of the terms and conditions to be performed by Landlord under this Agreement.

(b) Tenant may assign this Agreement, in whole or in part, without any approval or consent of the Landlord, to the Tenant's principal, affiliates, subsidiaries of its principal, or to any entity which acquires all or substantially all of 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. Further, the Tenant will have the right to sell, assign, or transfer this Agreement only upon approval or consent of the Landlord.

17. NOTICES All notices, requests, demands and communications hereunder will be given by first class, certified or registered mail, return receipt requested, or by a recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties at the addresses set forth below:

Tenant:	Cellco Partnership dba Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate Telephone: (866) 862-4404	Landlord:	Airport Manager Carson City Airport 2600 E. Graves Lane # 6 Carson City, Nevada 89706 Telephone: (775) 841-2255
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Either party hereto may change the place for the giving of notice to it by written notice to the other as provided herein.

18. SEVERABILITY. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) days prior written notice to the other party hereto.

19. TAXES. Tenant will pay all personal property taxes assessed on, or any portion of such taxes attributable to, the Communication Facility. Tenant, upon presentation of sufficient and proper documentation, will pay, within thirty (30) days, any increase in real property taxes levied against the Property (excluding any additional taxes that relate to the period prior to the Commencement Date, i.e., rollback taxes) which is directly attributable to Tenant's use of the Property, provided Tenant will be entitled to appeal any such increase payable by it. Landlord agrees that it will cooperate with an appeal of such taxes and will promptly pay when due all real estate taxes levied against the Property.

20. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in

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Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent.

21. CASUALTY. Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent.

22. BROKER FEES. Tenant and Landlord each acknowledges and represents to the other that no broker or other person was used by it in connection with this transaction. If any claims, actions or proceedings are brought against either party ("Indemnitee") by reason of any broker, finder or other person claiming to have dealt with the other party ("Indemnitor") in connection with this transaction and/or the Premises, then the Indemnitor hereby agrees to indemnify, hold harmless and defend the Indemnitee from and against all liabilities arising from such claims, and all reasonable costs and expenses incurred in connection therewith (including, without limitation, reasonable legal fees and disbursements). The provisions of this Article will survive the termination of this Agreement.

23. WAIVER OF LANDLORD'S LIENS. Tenant hereby acknowledges that Landlord is a governmental agency and thus cannot and does not by this agreement, waive any 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, and Landlord hereby consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent, except removal which shall damage the tower itself.

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24. MISCELLANEOUS. (a) Amendment; Waiver. This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) Short Form Lease. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease. Either party may record this memorandum at any time, in its absolute discretion.

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

(d) 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.

(e) 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.

(f) 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 the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable, and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) Estoppel. Either party will, at any time upon at least thirty (30) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's actual knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any

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prospective purchaser or encumbrancer of the Premises. Failure to deliver such a statement within such time will be conclusive upon the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's rent has been paid in advance.

(h) Attorney's Fees. If suit or action is instituted in connection with any controversy arising out of this Agreement or to enforce any of the obligations set forth herein, the prevailing party shall be entitled to recover such sums as the court may judge reasonable as attorneys' and expert witness' fees, including such fees on any appeal.


(i) No Option. The submission of this Agreement for examination or consideration does not constitute a reservation of or option for the Premises. This Agreement will become effective as an Agreement only upon the legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

DATE: 17, July 2009

WITNESSES:

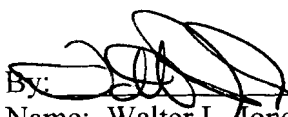
"LANDLORD"

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

By: 
Steve Lewis
Its: Chairman

"TENANT"

Cellco Partnership d/b/a Verizon Wireless

By: 
Name: Walter L. Jones, Jr.
Title: Area Vice President Network
Date: 7/9/09

CARSON CITY

Approved by the Board of Supervisors this 6th of August, 2009.

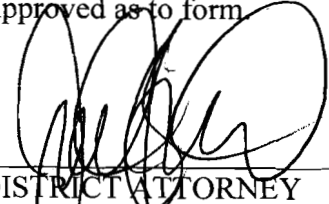
ROBERT L. CROWELL, Mayor

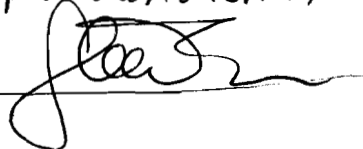


ATTEST:


ALAN GLOVER, Clerk/Recorder

CITY'S LEGAL COUNSEL
Approved as to form


DISTRICT ATTORNEY

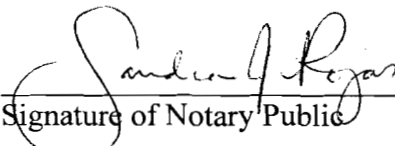
AIRPORT COUNSEL
Approved as to form,


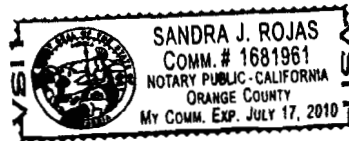
State of California)
)
County of Orange)

On 7/9/09, 20 , before me, Sandra J. Rojas, Notary Public, personally appeared Walter L. Jones, Jr., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.


Signature of Notary Public



Place Notary Seal Above

EXHIBIT 1
Legal Description of Leased Premises

INITIALS
Tenant: _____
Landlord: _____

Carson City Airport
932130.5

VERIZON WIRELESS
CARSON CITY AIRPORT
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°30'39" East 757.08 feet more or less to the Southeast fence corner post of an existing chain link fence surrounding an existing communications facility; thence North 01°25'15" East 1.42 along the East fenceline of said facility to the True Point of Beginning; thence from said point of beginning North 01°25'15" East 40.00 feet along the East fenceline of said facility; thence leaving said East fenceline South 88°34'45" East 30.00 feet; thence South 01°25'15" West 40.00 feet; thence North 88°34'45" West 30.00 feet to the point of beginning.

Together with an easement for access and utility purposes fifteen feet in width the centerline of which is described as follows; beginning at the midpoint on the South boundary of the above described lease area and running thence South 34.80 feet; thence West 61.70 feet to a point hereafter defined as Point "A"; thence continuing West 20.47 feet; thence South 121.7 feet more or less to the public right of way.

Also together with an easement for utility purposes six feet in width the centerline of which is described as follows: beginning at Point "A" as previously defined and running thence North 27.44 feet to a point hereafter defined as Point "B"; thence continuing North 60.7 feet more or less to the existing transformer.

Also together with an easement for utility purposes six feet in width the centerline of which is described as follows: beginning at Point "B" as previously defined and running thence West 16 feet more or less to the existing telephone utility box.

Also together with an easement for utility purposes three feet in width the centerline of which is described as follows: beginning at a point which bears North 01°25'15" East 9.63 feet from the Southwest corner of the above described lease area and running thence West 9.5 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.



EXHIBIT 2

SITE PLAN- Description of Facilities- Initial Installation

INITIALS

Tenant: _____

Landlord: _____

Carson City Airport
932130.5

GENERAL NOTES

1. DRAWINGS ARE NOT TO BE SCALED. WRITTEN DIMENSIONS TAKE PRECEDENCE, AND THIS SET OF PLANS IS INTENDED TO BE USED FOR DIAGRAMMATIC PURPOSES ONLY, UNLESS NOTED OTHERWISE. THE GENERAL CONTRACTOR'S SCOPE OF WORK SHALL INCLUDE FURNISHING ALL MATERIALS, EQUIPMENT, LABOR AND ANYTHING ELSE DEEMED NECESSARY TO COMPLETE INSTALLATIONS AS DESCRIBED HEREIN.
2. PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTORS INVOLVED SHALL VISIT THE JOB SITE AND FAMILIARIZE THEMSELVES WITH ALL CONDITIONS AFFECTING THE PROPOSED PROJECT, WITH THE CONSTRUCTION AND CONTRACT DOCUMENTS, FIELD CONDITIONS AND CONFIRM THAT THE PROJECT MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY ERRORS, OMISSIONS, OR DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER.
3. THE GENERAL CONTRACTOR SHALL RECEIVE WRITTEN AUTHORIZATION TO PROCEED WITH CONSTRUCTION PRIOR TO STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED BY THE CONSTRUCTION DRAWINGS/CONTRACT DOCUMENTS.
4. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE PROJECT DESCRIBED HEREIN. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
5. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS ACCORDING TO MANUFACTURER'S/VENDOR'S SPECIFICATIONS UNLESS NOTED OTHERWISE OR WHERE LOCAL CODES OR ORDINANCES TAKE PRECEDENCE.
6. ALL WORK PERFORMED ON PROJECT AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY, MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS, AND LOCAL AND STATE JURISDICTIONAL CODES BEARING ON THE PERFORMANCE OF THE WORK.
7. GENERAL CONTRACTOR SHALL PROVIDE AT THE PROJECT SITE A FULL SET OF CONSTRUCTION DOCUMENTS UPDATED WITH THE LATEST REVISIONS AND ADDENDUMS OR CLARIFICATIONS FOR THE USE BY ALL PERSONNEL INVOLVED WITH THE PROJECT.
8. THE STRUCTURAL COMPONENTS OF THIS PROJECT SITE/FACILITY ARE NOT TO BE ALTERED BY THIS CONSTRUCTION PROJECT UNLESS NOTED OTHERWISE.
9. DETAILS HEREIN ARE INTENDED TO SHOW END RESULT OF DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB CONDITIONS OR SITUATIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE SCOPE OF WORK.
10. SEAL PENETRATIONS THROUGH FIRE-RATED AREAS WITH ULL LISTED OR FIRE MARSHALL APPROVED MATERIALS IF APPLICABLE TO THIS FACILITY AND OR PROJECT SITE.
11. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, EASEMENTS, PAVING, CURBING, ETC. DURING CONSTRUCTION. UPON COMPLETION OF WORK, CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY HAVE OCCURRED DUE TO THE CONSTRUCTION ON OR ABOUT THE PROPERTY.
12. CONTRACTOR SHALL SEE TO IT THAT GENERAL WORK AREA IS KEPT CLEAN AND HAZARD FREE DURING CONSTRUCTION AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. PREMISES SHALL BE LEFT IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST, OR SAUCES OF ANY NATURE.
13. THE ARCHITECTS/ENGINEERS HAVE MADE EVERY EFFORT TO SET FORTH IN THE CONSTRUCTION AND CONTRACT DOCUMENTS THE COMPLETE SCOPE OF WORK. CONTRACTORS BIDDING THE JOB ARE NEVERTHELESS CAUTIONED THAT MINOR OMISSIONS OR ERRORS IN THE DRAWINGS AND OR SPECIFICATIONS SHALL NOT EXCUSE SAID CONTRACTOR FROM COMPLETING THE PROJECT AND IMPROVEMENTS IN ACCORDANCE WITH THE INTENT OF THESE DOCUMENTS. THE BIDDER SHALL BEAR THE RESPONSIBILITY OF NOTIFYING (IN WRITING) THE ARCHITECT/ENGINEER OF ANY CONFLICTS, ERRORS, OR OMISSIONS PRIOR TO THE SUBMISSION OF CONTRACTOR'S PROPOSAL. IN THE EVENT OF DISCREPANCIES THE CONTRACTOR SHALL PRICE THE MORE COSTLY OR EXTENSIVE WORK, UNLESS DIRECTED OTHERWISE.

DIRECTIONS

FROM VERIZON OFFICE @ 255 PARKSHORE DRIVE, FOLSOM, CA 95630

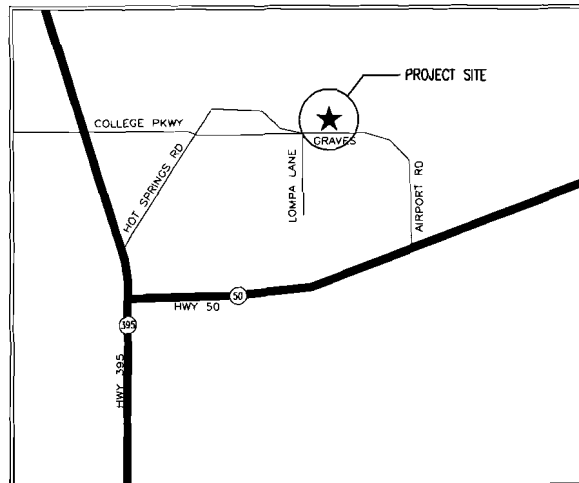
1. Start and going NORTHEAST on PARKSHORE DR toward COOLIDGE DR.
2. Turn LEFT onto COOLIDGE DR.
3. Turn RIGHT onto GLENN DR.
4. Turn RIGHT onto SIBLEY ST.
5. SIBLEY ST becomes PRIME CITY RD
6. Merge onto US-50 E toward SOUTH LAKE TANDE
7. Turn RIGHT onto PIONEER TRL
8. Turn RIGHT onto LAKE TANDE BLVD/US-50. Continue to follow US-50 E (Crossing into NEVADA)
9. Turn LEFT onto US-50S
10. Turn RIGHT ONTO HOT SPRINGS RD.
11. Turn RIGHT ONTO GRAVES LANE
12. End at Site location 2600 Graves Lane, Carson City, NV



255 PARKSHORE DRIVE, FOLSOM, CA 95630

CARSON CITY AIRPORT

2600 GRAVES LANE
 CARSON CITY, NV 89706
 APN: 005-011-01
 PROJECT #: 2007222079
 LOCATION #: 178275



CARSON CITY, NV

LOCATION PLAN

PROJECT DIRECTORY

ENGINEER: O'CONNOR FREEMAN & ASSOC. 225 30TH STREET, SUITE 201 SACRAMENTO, CA 95816 916-441-5721 PH 916-441-5697 FX	OWNER: VERIZON WIRELESS 255 PARKSHORE DRIVE FOLSOM, CA 95630
CONSTRUCTION MANAGER: CALINE BICART COMPLETE WIRELESS CONSULTING 2009 V STREET SACRAMENTO, CA 95818 916-217-7511 cbicart@completewireless.net	LANDLORD: CARSON CITY AIRPORT AUTHORITY 2600 E GRAVES LANE #6 CARSON CITY, NV 89706 (775)887-1234

APPROVALS

LEASING:	DATE: _____
ZONING:	DATE: _____
RF ENGINEER:	DATE: _____
CONSTRUCTION:	DATE: _____
EQUIPMENT ENGINEER:	DATE: _____
OWNER:	DATE: _____

PROJECT SUMMARY

PROPERTY INFORMATION
 LAT.: N39° 11' 26.73" MAG 83
 LONG.: W119° 44' 24.22" MAG 83
 LAT.: N39° 11' 27.05" MAG 83
 LONG.: W119° 44' 20.57" MAG 83
 ASSESSOR'S PARCEL NUMBER: 005-011-01
ADDITION: CARSON CITY
OCCUPANCY: S-2 (NON-HABITABLE EQUIPMENT SHELTER) U (TOWER)
TYPE OF CONSTRUCTION: TYPE 1-B
ZONING: N/A

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.
 1. INTERNATIONAL BUILDING CODE, 2006 EDITION
 2. INTERNATIONAL RESIDENTIAL CODE, 2006 EDITION
 3. INTERNATIONAL EXISTING BUILDING CODE, 2006 EDITION
 4. UNIFORM MECHANICAL CODE, 2006 EDITION
 5. UNIFORM PLUMBING CODE, 2006 EDITION
 6. NATIONAL ELECTRIC CODE, 2005 EDITION
 7. INTERNATIONAL FIRE CODE, 2003 EDITION
ACCESSIBILITY REQUIREMENTS:
 THIS FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS REQUIREMENTS ARE NOT REQUIRED IN ACCORDANCE WITH THE 2003 INTERNATIONAL BUILDING CODE.

PROJECT DESCRIPTION

PROPOSED VERIZON WIRELESS COMMUNICATIONS FACILITY IN A 30'-0" x 40'-0" FENCED LEASE AREA INCLUDING: 12'-0"x20'-0" EQUIPMENT SHELTER, STANDBY DIESEL GENERATOR W/ 210 GALLON TANK (ALL 142 BATTERIES), POWER AND TELECOM TO SITE, & (1) ANTENNA SECTORS, (2) PROPOSED, (2) FUTURE ANTENNAS PER SECTOR MOUNTED TO AN EXISTING 75.6' TALL MONOPOLE BEACON TOWER WITH NO INCREASE IN HEIGHT.

PROJECT MILESTONES

09/05/08	/ 90% ZONING DOCUMENTS
09/23/08	/ 100% ZONING DOCUMENTS
12/08/08	/ 90% CONSTRUCTION DOCUMENTS
01/27/09	/ 100% CONSTRUCTION DOCUMENTS

INDEX OF DRAWINGS

- 1 T1.1 TITLE SHEET, LOCATION PLAN, PROJECT DATA
- 2 C.1 CIVIL SURVEY SHEET
- 3 A1.1 EQUIPMENT LAYOUT PLANS
- 4 A1.2 PROJECT ELEVATIONS
- 5 A1.3 PROJECT ELEVATIONS
- 6 A1.4 CONSTRUCTION DETAILS
- 7 A1.5 SHELTER ELEVATIONS & GENERATOR DETAILS
- 8 S1.1 STRUCTURAL DETAILS
- 9 E1.1 ELECTRICAL DETAILS, SCHEDULES & NOTES
- 10 E1.2 GROUNDING PLAN, DETAILS & NOTES

O'Connor Freeman & Associates
 Structural Engineering Services
 225 30th Street, Suite 201, Sacramento, CA 95816
 Phone: (916) 441-5721 Fax: (916) 441-5697

CARSON CITY AIRPORT
 2600 GRAVES LANE
 CARSON CITY, NV 89706
 verizon WIRELESS
 TITLE SHEET, LOCATION PLAN, PROJECT DATA
 SHEET TITLE

Revisions:
 A -
 B -
 C -
 D -
 E -
 F -
 G -
 H -
 I -
 J -
 K -
 L -
 M -
 N -
 O -
 P -
 Q -
 R -
 S -
 T -
 U -
 V -
 W -
 X -
 Y -
 Z -
 File: 162722_01.dwg
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 Scale: as shown
 Date: 01/27/09
 Job No. 162722

T1.1





A1.3

2500 No. 02/77

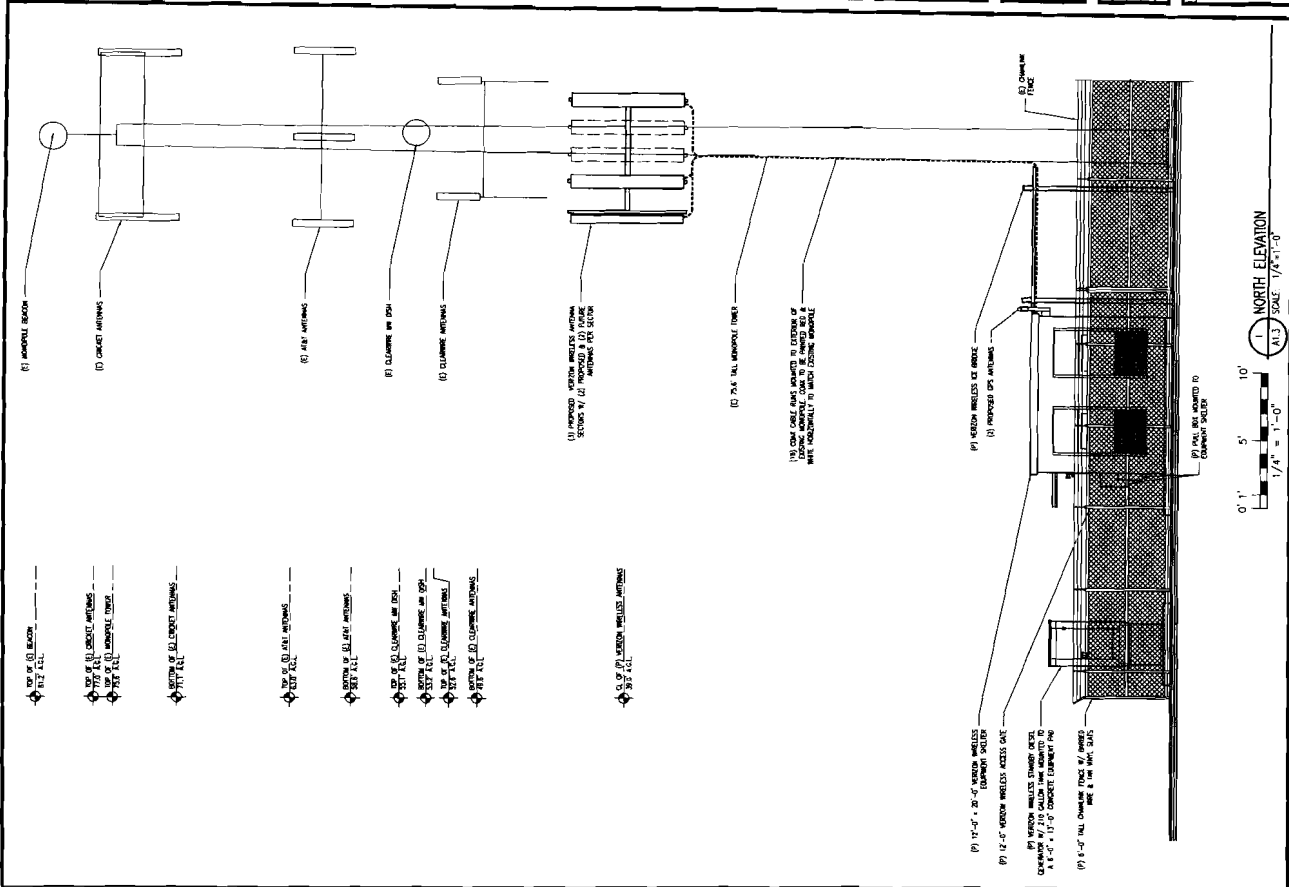
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Drawing By: AB
Checked By: SP
Date: 02/27/03

REVISION	DATE	BY	DESCRIPTION
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2			
3			
4			
5			

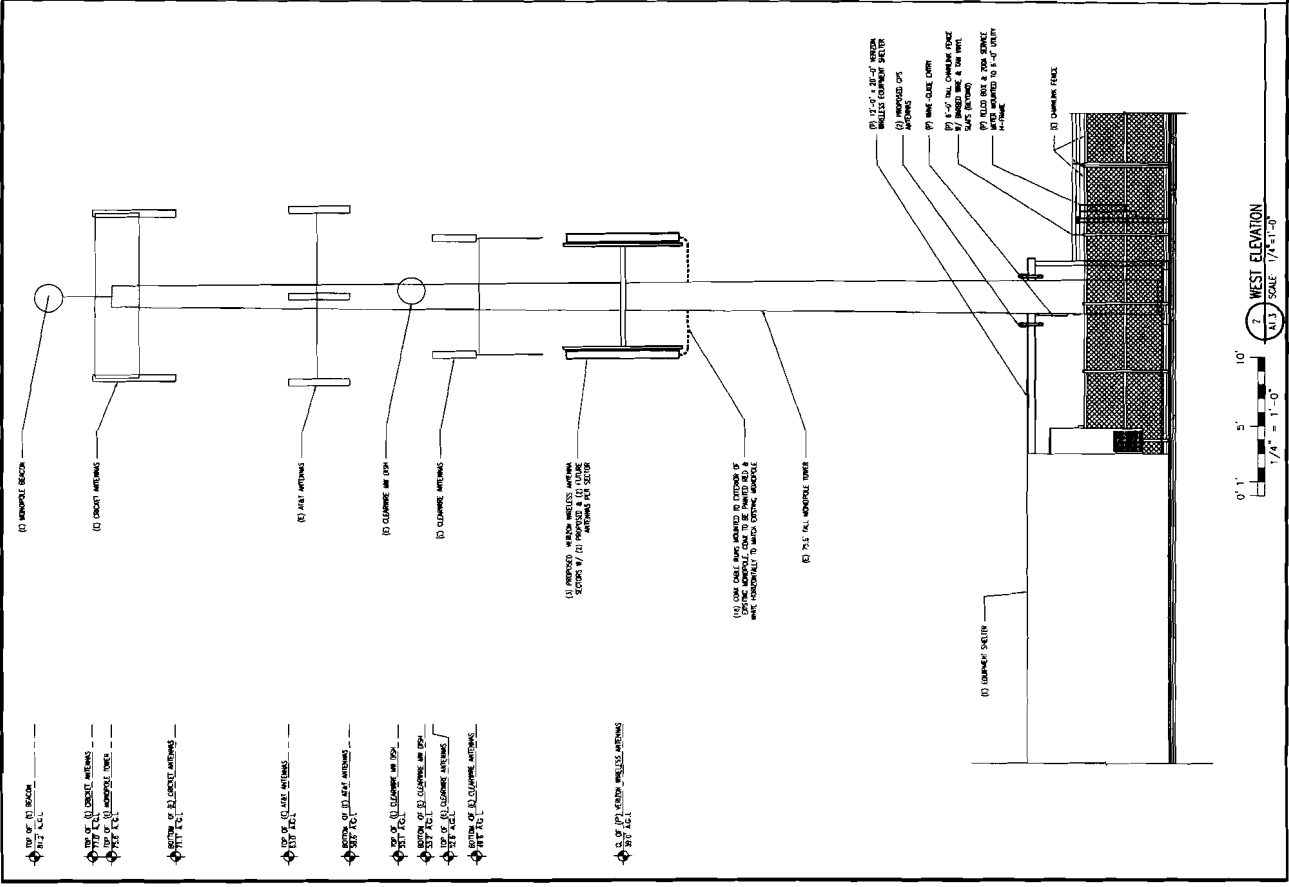
SHEET TITLE:
Verizon Wireless
PROJECT ELEVATIONS

CARSON CITY AIRPORT
2800 GRAVES LANE
CARSON CITY, NV 89706

O'Connor Freeman & Associates
Structural Engineering Services
225 90th Street, Suite 201, Sacramento, CA 95818
Phone: (916) 441-5727 Fax: (916) 441-5897



1. NORTH ELEVATION
SCALE: 1/4" = 1'-0"



2. WEST ELEVATION
SCALE: 1/4" = 1'-0"