



## CCAA BOARD MEMO

Agenda Item: G-1

BOARD MEMO 2023-17

Meeting Date: June 21, 2023

**Agenda Title:** 1. FOR DISCUSSION AND POSSIBLE ACTION: APPROVE A LEASE AMENDMENT FOR AT&T WIRELESS SERVICES, INC. FOR THE ADDITION AND MODIFICATOIN OF EQUIPMENT.

**Staff Summary:** AT&T would like to install some new equipment on the beacon tower and that will require an amended lease.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 0 Minutes

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### **Proposed Motion**

I move to approve the amendment to the lease.

### **CCAA'S Strategic Goal**

Maintain airport revenues and financial stability.

### **Previous Action and Executive Summary**

Original lease dated September 6, 2001, approved by both the Authority and the City. We located a First Amendment dated August 21, 2012, signed by a prior Airport Manager. AT&T has proposed an amendment that allows AT&T to replace their equipment with newer equipment and operating frequencies. The Amendment also updates the contact info for both AT&T and the Airport Authority, and allows future updates on 45 days written notice.

### **Financial Information**

Is there a fiscal impact?

No  Yes

If yes, account name/number & amount:

General Fund/ Federal Share:

Is it currently budgeted?

**Alternatives**

Approve with changes.

Do not approve.

**Board Action Taken:**

Motion: \_\_\_\_\_ 1) \_\_\_\_\_  
2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

APN 8-133-07

Cell Site Number: Hot Springs (N-062)  
Address: 2600 E. Graves Lane #6  
Carson City, Nevada 89706

### OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("Agreement"), 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") RENO CELLULAR TELEPHONE COMPANY, a District of Columbia partnership, by AT&T Wireless Services of Nevada, Inc., a Nevada Corporation, its General Partner, d/b/a AT&T Wireless, having an office at office 2520 S. Virginia, Suite 200, Reno, NV 89502 (hereinafter referred to as "Tenant").

### BACKGROUND

Landlord owns that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 2600 E. Graves Lane #6, Carson City, Nevada 89706, identified as Assessors Parcel Number 08-133-07 and located in the Carson City, Carson County, State of Nevada (collectively "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. This Agreement replaces the Site Lease Agreement dated September 5, 1996.

The parties agree as follows:

1. **OPTION TO LEASE.** (a) Landlord hereby grants to Tenant an option (the "Option") to lease a portion of the Property measuring approximately 40' x 60' or 2400 square feet as described on attached Exhibit I (collectively the "Premises"), together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property.

(b) During the Option period and any extension thereof, and 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 required 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. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection.

(c) In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of One Thousand Dollars (\$1,000) upon execution of this Agreement. The Option will be for an initial term of one

12/11/98  
Option Land

266461

(1) year (the "Initial Option Term") and may be renewed by Tenant for an additional one (1) year upon written notification to Landlord and the payment of an additional One Thousand Dollars (\$1,000) no later than ten (10) days prior to the expiration date of the Initial Option Term.

(d) During the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to the Tenant subject to the following terms and conditions.

**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, a monopole, cables, accessories and improvements (collectively, the "Communication Facility"); including a non-exclusive right to use the existing airport beacon tower as described in paragraph 2(b), along with any number of associated antennas, 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 1 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 1. 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 the facility including but not limited to construction and maintenance.

(b) Tenant has a non-exclusive right to use the existing airport beacon tower if: (i) the tower is tall enough (ii) has the structural integrity needed to include Tenant's use (iii) and Tenant's use does not obstruct the beacon from aircraft. In the event the beacon tower is not tall enough or strong enough, Tenant may at Tenants expense replace the tower and reinstall the airports beacon and associated equipment. If the tower is replaced, the Landlord shall maintain ownership of the new tower. If a new monopole is installed by Tenant, the Landlord shall gain ownership of the new monopole upon installation. The maximum height of the tower shall be as mutually agreed by the parties and in no case taller than allowed by the FAA.

(c) Tenant will operate Tenant facilities according to all FCC and FAA rules and regulations and will be transmitting between 869 - 891.5 MHz, Receiving between 824 - 846.5 MHz with a typical power output between 25 - 40 watts per channel with a maximum of 100 watts per channel. Tenant also transmits and receives 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.

**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 at any time during the term of this Agreement. Tenant will be allowed to make such

alterations to the Property 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.

**4. TERM.** (a) In the event Tenant exercises the Option, the initial lease term will be five (5) years ("Initial Term"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the fifth annual anniversary of the Commencement Date occurred.

(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.

(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) Commencing on the date that Tenant commences construction (the "Commencement Date"), Tenant will pay the Landlord a monthly rental payment of Eight Hundred and no/100 dollars (\$800.00), plus any applicable tax, to Landlord, at the address set forth above and marked **Att: Airport Manager**, on or before the 5<sup>th</sup> 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. Rent will be prorated for any partial month. 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;

(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 termination or cancellation of the policy to the additional insured, except for termination or 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 (except for willful misconduct and 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 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 or to terminate the Agreement upon notice to Tenant.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for use of the Property, if such use may in any way adversely affect or interfere with Tenant's Communication Facility. Landlord will notify Tenant 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. Nothing contained herein will restrict Tenant nor its successors and assigns from installing and modifying its/their communication equipment.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property or any of Landlord's other properties 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 or to terminate the Agreement upon 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 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 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, and will comply, 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 Substance related list; (iv) the Property has never required closure or clean-up of Hazardous Substance; and (v) no asbestos, Polychlorinated Biphenyls or other Hazardous Substance or underground or above ground storage tanks exist or have existed or will exist on the Property. Landlord warrants and represents that it will be solely liable for the clean-up and removal of Hazardous Substance and any related activities, including but not limited to the restoration of the Property related to Hazardous Substances now and in the future existing on the Property except to the extent generated by Tenant. Landlord will defend, indemnify and hold Tenant harmless from and against any and all direct liabilities, damages, losses, costs, assessments, penalties, fines, expenses and fees, including reasonable legal fees, consultant fees and expert witness fees, related to Landlord's breach of any of the above representations and warranties.

(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 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 directly caused by Tenant's use of the Premises.

(c) The indemnification's 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 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 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 will be removed to a depth of one foot 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. Notwithstanding the above, the new monopole or the light beacon/tower shall always remain the property of the Landlord - even if replaced by Tenant according to the provisions in paragraph 2.

**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. During any application period the Tenant will have the right to temporarily use Landlord's electricity and will pay the Landlord the current local utility rate for electric consumed by Tenant. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. Tenant will pay on a monthly basis the current local utility company rate for submetered electric, after the meter is read by the Landlord and billed to Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

**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.

(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 an entity controlling, controlled by, or under common control with Tenant, 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 upon approval or consent of the Landlord to an entity with which Tenant has a contract to build sites. Tenant has the right to sublet the Premises, upon Landlord's consent or approval so long as the subtenant agrees to abide by the terms and conditions of this Agreement.

**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:	Real Estate Market Manger AT&T Wireless Services, Inc. 3763 Howard Hughes Parkway, Suite 200 Las Vegas, NV 89109 Telephone: (702) 734-1010 Facsimile: (702) 892-1091	Landlord:	Airport Manager 2600 E. Graves Lane #6 Carson City, Nevada 89706  Telephone: (775) 887-1234 Facsimile: (775) 887-1235
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With a copy to:

Property Specialist  
AT&T Wireless Services, Inc.  
2729 Prospect Park Drive  
Rancho Cordova, CA 95670  
Telephone: (888) 382-9415  
Facsimile: (916) 843-8547

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 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 the tower itself.

**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 fifteen (15) 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 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 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: 9/6/01

**WITNESSES:**

**"LANDLORD"**

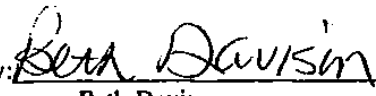
Carson City Airport Authority,  
a Quasi-municipal corporation,  
the manager for,  
Carson City,  
a consolidated municipality,  
existing under the laws of the State of Nevada

**"TENANT"**

RENO CELLULAR TELEPHONE COMPANY,  
a District of Columbia partnership,  
By: AT&T Wireless Services of Nevada, Inc.,  
a Nevada Corporation,  
Its: General Partner  
d/b/a AT&T Wireless,

By:   
David Corrao

Its: Chairman

By:   
Beth Davison

Its: System Development Manager, Arizona/Nevada

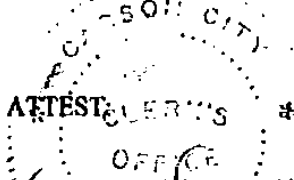
UNOFFICIAL COPY

CARSON CITY

Approved by the Board of Supervisors this 6<sup>th</sup> of Sept, 2001

*Ray Masayko*  
RAY MASAYKO, Mayor

RAY MASAYKO, Mayor



CITY'S LEGAL COUNSEL  
Approved as to form.

*Katherine S. McLaughlin, Deputy*  
ALAN GLOVER, Clerk/Recorder

*[Signature]*  
DISTRICT ATTORNEY

STATE OF NEVADA )  
COUNTY OF CLARK ) ss.

On MARCH 29, 2001, before me, a Notary Public for the State of Nevada, personally appeared BETH DAVISON, known to me to be the authorized officer of the Tenant for the above instrument, and to be the person whose name is subscribed to the instrument, and she acknowledged that she executed the same, and had authority to so execute on behalf of the Tenant.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

*Kelley Shamblin*  
NOTARY PUBLIC  
SEAL



**EXHIBIT I**

**Legal Description of Leased Premises  
Description of Facilities- Initial Installation**

AS DEPICTED IN THE ATTACHED SITE SKETCH, THAT PORTION OF:

UNOFFICIAL COPY

See attached: **Site Sketch**

[Site Sketch To be replaced by approved drawings upon completion of survey]

INITIALS  
Tenant: MD  
Landlord:



**HOT SPRINGS N062  
LEASE AREA**

THAT PORTION OF SECTION 4, T15N, R20E, MDM, DESCRIBED AS FOLLOWS:

COMMENCING AT THE E1/4 CORNER OF SAID SECTION 4;  
THENCE S57°59'39"W, 2343.17 FEET TO A FENCE CORNER ON THE NORTHERLY RIGHT-  
OF-WAY OF GRAVES LANE;  
THENCE N00°32'06"W, 159.00 FEET, ALONG SAID FENCE;  
THENCE N89°27'54"E, 35.00 FEET, TO THE POINT OF BEGINNING;  
THENCE ALONG THE FOLLOWING FOUR (4) COURSES:

1. N00°32'06"W, 60.00 FEET;
2. N89°27'54"E, 40.00 FEET;
3. S00°32'06"E, 60.00 FEET;
4. S89°27'54"W, 40.00 FEET, TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: GEODETIC NORTH BASED ON GPS OBSERVATIONS.



6-15-01

OF LEASE AREA  
 008-133-014, DESCRIBED AS FOLLOWS: THE  
 (1/2) OF THE SOUTH EAST ONE QUARTER (BE  
 TOWNSHIP 13 NORTH, RANGE 20 EAST, N.D.B.M.  
 100 FOOT WIDE ACCESS FROM THE SOUTH LINE OF  
 LEASE AREA TO THE NORTH LINE OF GRAVES  
 LANE, TOGETHER WITH AN UNSPECIFIED UTILITY  
 FROM THE ABOVE DESCRIBED LEASE AREA TO EXISTING

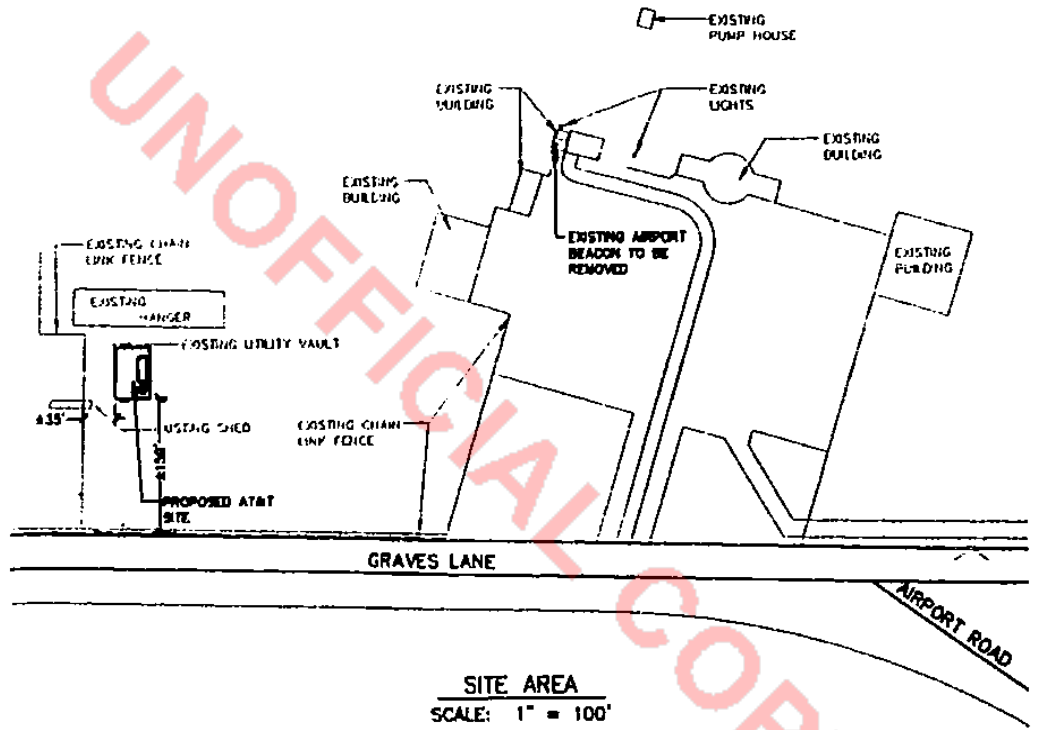
**LEGEND**

- x --- x --- PROPOSED FENCE
- x --- x --- EXISTING FENCE
- CENTER LINE
- PROPERTY LINE
- EDGE OF ROADS

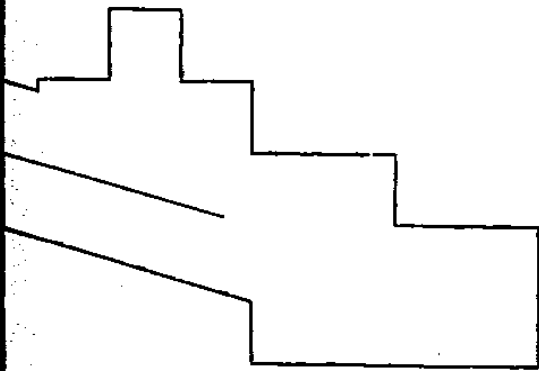


GRAPHIC SCALE 1" = 400'

0 400 800 1200  
 BASED UPON DIRECT SOLAR OBSERVATION  
 AND BASED UPON NAVD 88



SITE AREA  
 SCALE: 1" = 100'



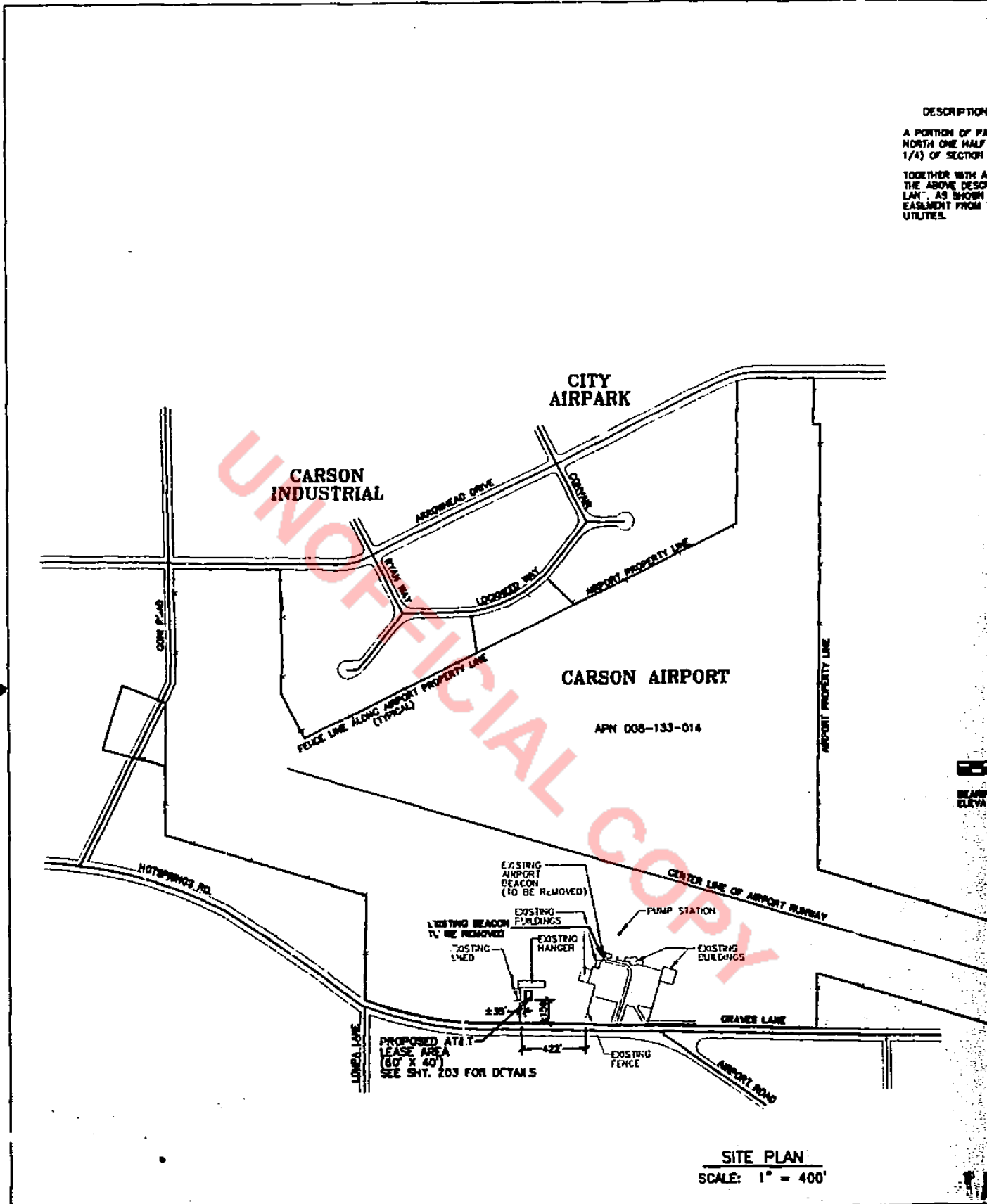
NO.	DATE	REVISIONS	BY	CHK	APP'D
B	05/21/01	FORMING CORRECTION	AM		CR
A	04/11/01	ISSUED FOR REVIEW AND COMMENT	AM		CR

**SITE PLAN**

24445-7LV-NO82-202

This drawing and the design it covers are the property of SPECTRUM. They are hereby loaned to the borrower's express agreement that they will not be reproduced, copied, loaned, exhibited, or used except in the limited way and for the limited purpose permitted by any written consent given by the lender to the borrower.

DESCRIPTION  
 A PORTION OF THE NORTH ONE HALF 1/4 OF SECTION  
 TOGETHER WITH A THE ABOVE DESCRIBED LANT. AS SHOWN EASTMENT FROM UTILITIES.



**SITE PLAN**  
 SCALE: 1" = 400'

**SPECTRUM**  
 SURVEYING & ENGINEERING  
 7351 W. CHARLESTON BLVD., SUITE 120  
 LAS VEGAS, NEVADA 89117  
 PH. (702) 367-7705  
 FAX (702) 367-8733

**HOTSPRINGS**  
**SITE NO. 1008**  
 2600 E. GRAVES LANE #6  
 CARSON CITY, NV 89705

UNOFFICIAL COPY

FILED FOR RECORD  
AT THE REQUEST OF  
CARSON CITY CLERK TO  
THE BOARD  
'01 SEP -7 P2:58

FILE NO. 266461  
ALAN GLOVER  
CARSON CITY RECORDER  
FEES *ALC DEP. [initials]*

. 266461

Market: San Francisco / Sacramento  
Cell Site Number: CVL06276/CN116276  
Cell Site Name: Hot Springs (CA)  
Fixed Asset Number: 10088507

## FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT ("**First Amendment**"), dated as of the latter of the signature dates below ("**Effective Date**"), is by and between Carson City Airport Authority, a Quasi-municipal corporation, the manager for, Carson City, a consolidated municipality, having a mailing address of 2600 College Parkway #6, Carson City, NV 89706 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as successor in interest to Reno Cellular Telephone Company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "**Tenant**").

WHEREAS, Landlord and Tenant entered into an Option and Lease Agreement dated September 6, 2001, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 2600 E. Graves Lane, Carson City, NV 89706 ("**Agreement**"); and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the permitted use section for wireless frequency usage; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to permit Tenant 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; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Modification of Permitted Use (Section 2c):** Tenant will continue to operate the Communication Facility in accordance with all FCC and FAA rules and regulations. In addition to previously approved operating frequencies, Landlord agrees to grant Tenant the right to operate the Communication Facility with additional frequencies as detailed in Exhibit 2 to this First Amendment. In case of any modification to the range of frequency listed on Exhibit 2 to this First Amendment, Tenant will notify Landlord 45 days prior to use of those frequencies.

2. **Notices.** Section 17 of the Agreement is hereby deleted in its entirety and replaced with the following:

**NOTICES.** 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 Landlord: Airport Manager  
2600 College Parkway, # 6  
Carson City, Nevada 89706  
Telephone : (775) 841-2255  
Facsimile : (775) 841-2254

If to Tenant: New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: CVL06276/CNU6276  
Cell Site Name: HOT SPRINGS (CA)  
Fixed Asset No: 10088507  
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 #: CVL06276/CNU6276  
Cell Site Name: HOT SPRINGS (CA)  
Fixed Asset No: 10088507  
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 #: CVL06276/CNU6276  
Cell Site Name: HOT SPRINGS (CA)  
Fixed Asset No: 10088507  
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.

**3. Emergency 911 Service.** In the future, without the payment of additional rent and at a location mutually acceptable to Landlord and Tenant, Landlord agrees that Tenant may 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.


**4. Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

**5. Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

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

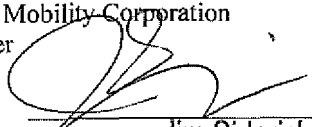
**"Landlord"**

Carson City Airport Authority  
a Quasi-municipal corporation,  
the manager for Carson City  
a consolidated municipality

By:   
Print Name: Jim Rowe  
Its: Airport Manager  
Date: 9/13/2012

**"Tenant"**

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

By: ~~AT&T Mobility Corporation~~  
Its: ~~Manager~~  
By:   
Print Name: Jim Sidorick  
Senior Manager  
Its: Real Estate & Construction  
Date: 9/20/12

**LANDLORD ACKNOWLEDGMENT**

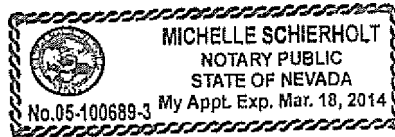
State of Nevada  
County of Clark Carson City

On Sept. 13, 2012 before me, Michelle Schierholt, Notary  
(insert name and title of the officer)

personally appeared Tim Rowe, Airport Manager  
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 Michelle Schierholt (Seal)

**TENANT ACKNOWLEDGMENT**

State of California  
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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*see attached*

Signature \_\_\_\_\_ (Seal)

STATE OF CALIFORNIA

COUNTY OF ALAMEDA

On Sept 26 2012 before me, Kathleen Angela Martic-Kongea 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 Kathleen Angela Martic-Kongea  
Printed Name: Kathleen Angela Martic-Kongea  
My Commission Expires Dec 26, 2014



CNCNU6276  
FA# 10088507  
Hot Springs

**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

Page 1 of 2

This First Amendment to Lease Agreement dated \_\_\_\_\_, 2012, by and between Carson City Airport Authority, a Quasi-municipal corporation, the manager for, Carson City, a consolidated municipality as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

**Property Legal Description:**

**THAT PORTION OF SECTION 4, T15N, R20E, MDM, DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE E1/4 CORNER OF SAID SECTION 4;  
THENCE S57°59'39"W, 2343.17 FEET TO A FENCE CORNER ON THE NORTHERLY RIGHT-  
OF-WAY OF GRAVES LANE;  
THENCE N00°32'06"W, 159.00 FEET, ALONG SAID FENCE;  
THENCE N89°27'54"E, 35.00 FEET, TO THE POINT OF BEGINNING;  
THENCE ALONG THE FOLLOWING FOUR (4) COURSES:**

- 1. N00°32'06"W, 60.00 FEET;**
- 2. N89°27'54"E, 40.00 FEET;**
- 3. S00°32'06"E, 60.00 FEET;**
- 4. S89°27'54"W, 40.00 FEET, TO THE POINT OF BEGINNING.**

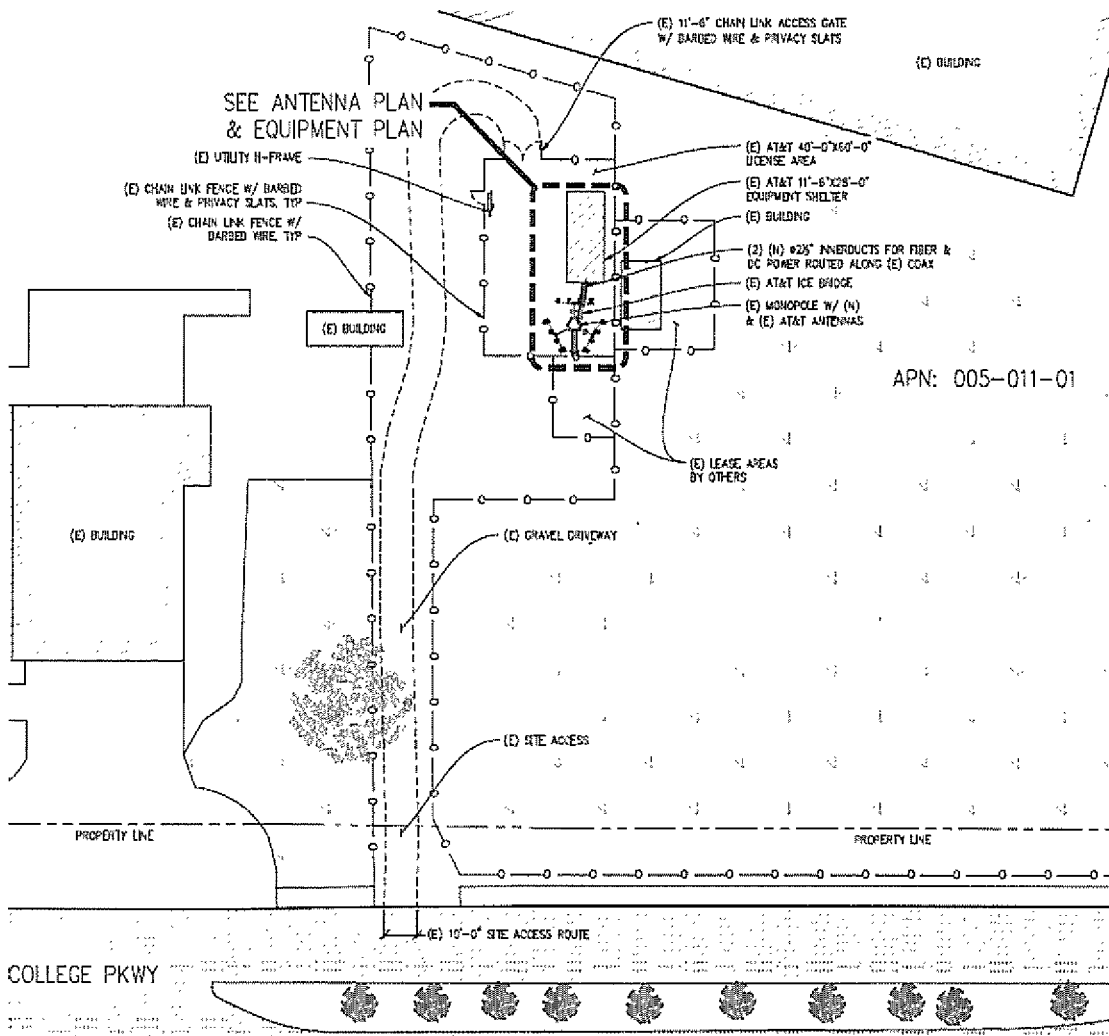
**BASIS OF BEARINGS: GEODETIC NORTH BASED ON GPS OBSERVATIONS.**

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 2 of 2

Lease Area Sketch or Survey:



APN: 005-011-01

 **SITE PLAN**  
1"=20'-0"

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
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 2

Site Number: CVL06276/CNU6276  
Site Name: Hot Springs  
Address: 2600 College Parkway, #6, Carson City, NV 89706

### Tenant operates on the following transmit and receive frequencies:

GSM / Cellular A Extended:  
824-835, 845-846.5 MHz and 869-880, 890-891.5 MHz

UMTS:  
PCS A5 - 1860 MHz to 1865 MHz and 1940 MHz to 1945 MHz  
PCS D - 1865 MHz to 1870 MHz and 1945 MHz to 1950 MHz  
PCS B3 - 1870 MHz to 1875 MHz and 1950 MHz to 1955 MHz  
PCS B4 - 1875 MHz to 1880 MHz and 1955 MHz to 1960 MHz

### Tenant plans to operate on additional new frequencies as listed below:

LTE:  
Lower B Band 700 (704 MHz to 710 MHz and 734 MHz to 740 MHz)  
Lower C Band 700 (710 MHz to 716 MHz and 740 MHz to 746 MHz)  
AWS E Band (1740 MHz to 1745 MHz and 2140 MHz to 2145 MHz)

Market: Northern California  
Cell Site Number: CVL06276  
Cell Site Name: Hot Springs (CA)  
Fixed Asset Number: 10088507

## SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (“**Amendment**”), dated as of the latter of the signature dates below, is by and between Carson City Airport Authority, a Quasi-municipal corporation, having a mailing address of 2600 College Parkway #6, Carson City, NV. 89706 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Suite 13F, West Tower, Atlanta, GA 30324 (“**Tenant**”).

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated September 6, 2001, as amended by the First Amendment to Lease dated August 26, 2012, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 2600 E. Graves Lane, Carson City, NV, 89706 (“**Agreement**”); and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the permitted use section for wireless frequency usage;

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to permit Tenant 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; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Modification of Permitted Use (Section 2c):** Tenant will continue to operate the Communication Facility in accordance with all FCC and FAA rules and regulations. In addition to previously approved operating frequencies, Landlord agree to grant Tenant the right to operate the Communication Facility with additional frequencies as detailed in Exhibit 2 to this Second Amendment. In case of any modification to the range of frequency listed on Exhibit 2 to this First Amendment, Tenant will notify Landlord 45 days prior to the use of those frequencies.

2. **Notices.** Section 17 of the Agreement is hereby deleted in its entirety and replaced with the following:

**NOTICES.** 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.



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

**LANDLORD:**

Carson City Airport Authority  
A Quasi-municipal corporation  
The manager for Carson City  
A consolidated municipality

**TENANT:**

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

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name:  
Its:  
Date:

By: \_\_\_\_\_  
Print Name:  
Its:  
Date:

## EXHIBIT 1

### DESCRIPTION OF PREMISES

Page 1 of 3

to the Second Agreement dated \_\_\_\_\_, 2023, by and between Carson City Airport Authority, a Quasi-municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, as Tenant.

The Premises are described and/or depicted as follows:

Property Legal Description:

THAT PORTION OF SECTION 4, T15N, R20E, MDM, DESCRIBED AS FOLLOWS:

COMMENCING AT THE E1/4 CORNER OF SAID SECTION 4; THENCE: S57° 59'39"W, 2343.17 FEET TO A FENCE CORNER ON THE NORTHERLY RIGHT-OF-WAY OF GRAVES LANE; THENCE: N00° 32'06"W , 159.00 FEET, ALONG SAID FENCE: THENCE N89° 27'54"E, 35.00 FEET, TO THE POINT OF BEGINNING; THENCE ALONG THE FOLLOWING FOUR (4) COURSES:

1. N00° 32'06"W, 60.00 FEET;
2. N89°27'54 E, 40.00 FEET;
3. S00° 32'06"E, 60.00 FEET;
4. S89° 27'54"W, 40.00 FEET, TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: GEODETIC NORTH BASED ON GPS OBSERVATIONS.

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 Tenant.
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.

Tenant operates on the following transmit and receive frequencies.

LTE 1900-1945-1965 Mhz and 1865-1885 Mhz

LTE 700- 740-746 Mhz and 710-716 Mhz

LTE WCS- 2350-2360 Mhz and 2305-2315 Mhz

LTE AWS-2110-2140, 2160-2170 Mhz and 1730-1740 Mhz and 1760-1770 Mhz

Tenant plans to operate the following additional frequencies as listed below.

5G CBAND- 3840-3920 Mhz