

Item # 9-2

**City of Carson City
Agenda Report**

Date Submitted: 07/17/09

Agenda Date Requested: 08/06/09
Time Requested: consent

To: Board of Supervisors
From: Carson City Airport Authority

Subject Title: Action to approve an antenna tower lease by the Carson City Airport Authority with Cellco Partnership dba Verizon Wireless.

Staff Summary: At a regular meeting of the Carson City Airport Authority on June 17, 2009, publicly noticed for that purpose, and in response to public bid per NRS 244, the Authority approved a proposed antenna lease with Cellco Partnership dba Verizon Wireless to mount its antenna and transmission equipment for wireless services on the Airport's beacon tower.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: (I move that we) approve the antenna lease with Cellco Partnership dba Verizon Wireless.

Explanation for Recommended Board Action:

Under Nevada Chapter 844, which created the Carson City Airport Authority, lease agreements at the Airport must be approved by the Carson City Board of Supervisors.

The Carson City Airport Authority followed the lease requirements of NRS 244 applicable to Carson City, and on May 21, 2009, issued a Resolution and Request for Bids for a position on the Airport Authority beacon tower for wireless antennas along with a 30' by 40' land area for equipment. Pursuant to NRS 244, sealed bids were accepted and opened on June 17 at the Airport Authority publicly noticed meeting. The sole and highest bid was from Cellco Partnership dba Verizon Wireless. The bid met all bid criteria. As a result, the Authority awarded the antenna lease (titled Antenna Tower Collocation and Land Lease) with Cellco Partnership dba Verizon Wireless (Verizon), which will allow Verizon to place its antennas on the Airport beacon tower and provides Verizon with a space at the foot of the tower for communications equipment. This is the same arrangement that the Airport has with AT&T/Cingular, Cricket Communications and Clearwire. We reconstructed the beacon tower 9 years ago and have been actively seeking telecom companies to locate on the tower. The lease is for 5 years with 5 options to extend by 5 year increments, thus resulting in a 30 year lease. Verizon will pay the Airport Authority \$750 per month until its permits are approved, and then \$1500 per month with a 3% per year increase.

Applicable Statute, Code, Policy, Rule or Regulation: Statutes of Nevada, Chapter 844.
Fiscal Impact: No City impact.
Explanation of Impact: Not Applicable.
Funding Source: Airport Authority and FAA.
Alternatives: Not Applicable
Supporting Material: Antenna Tower Collocation and Land Lease; Memo of Lease

Prepared By: Steven E. Tackes, Esq., Airport Counsel

Reviewed By: _____ Date: 7.17.2009
 (Department Head) _____
 _____ Date: 7/28/09
 (City Manager) _____
 _____ Date: 7-28-2009
 (District Attorney) _____
 _____ Date: 7/28/09
 (Finance Director)

Board Action Taken:

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

 (Vote Recorded By)

NOTE TO RECORDER: The lease does not get recorded. The parties prepared a Memorandum of Antenna Tower Collocation and Land Lease for the purpose of recording.

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

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

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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.

(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 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 |
|---------|---|-----------|---|

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.

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

CXP Standard Antenna Lease updated May 2008

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.

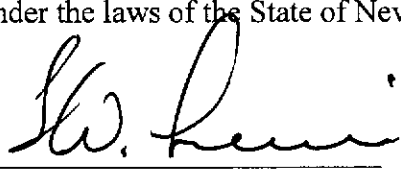
(i) No Option. The submission of this Agreement for examination or consideration does not constitute a reservation of or option for the Premises. This Agreement will become effective as an Agreement only upon the legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

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 _____ of _____, 2009.

ROBERT L. CROWELL, Mayor

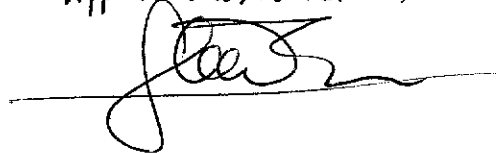
ATTEST:

CITY'S LEGAL COUNSEL
Approved as to form.

ALAN GLOVER, Clerk/Recorder

DISTRICT ATTORNEY

AIRPORT COUNSEL
Approved as to form.



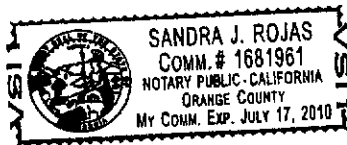
State of California)
)
County of Orange)

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.

Sandra J. Rojas
Signature of Notary Public



Place Notary Seal Above

EXHIBIT 1
Legal Description of Leased Premises

INITIALS
Tenant: _____
Landlord: _____

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: _____



A1.1

JOB NO. 03257

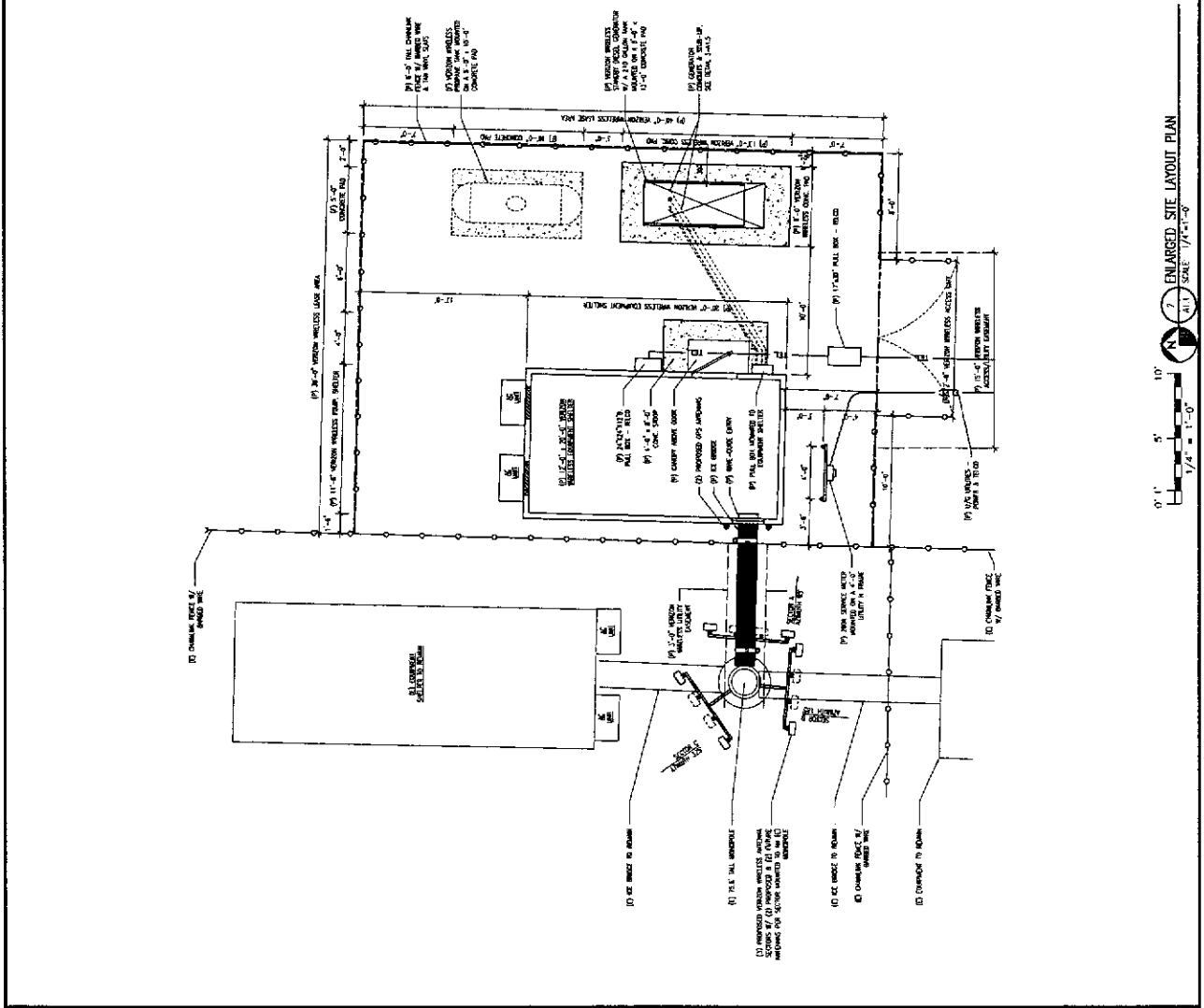
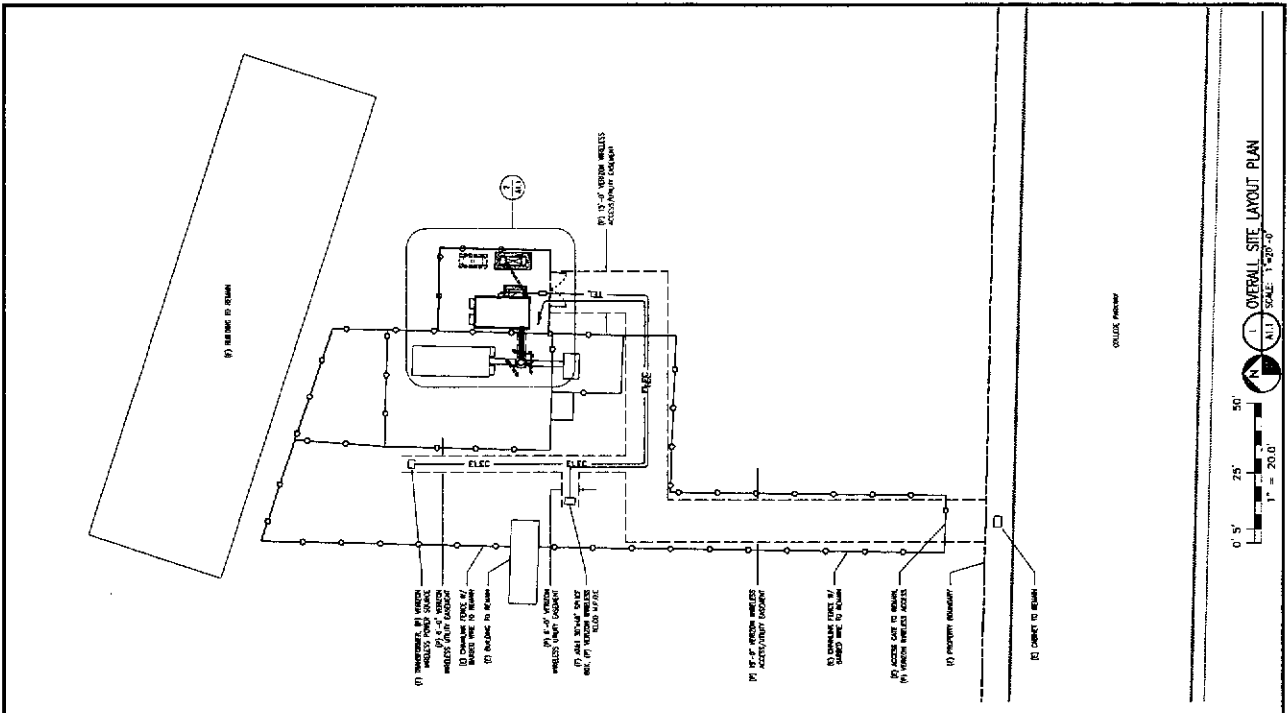
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Checked By: [Signature]
Drawn By: [Signature]

| |
|------------|
| REVISIONS: |
| |
| |
| |
| |

SHEET TITLE: EQUIPMENT LAYOUT PLANS

VERTIZON WIRELESS
CARSON CITY, NV 89706
CARSON CITY AIRPORT
2600 GRAVES LANE

O'Connor Freeman & Associates
Structural Engineering Services
255 20th Street, Suite 301, Sacramento, CA 95816
Phone: (916) 441-8721 Fax: (916) 441-5897





A1.2

020, 100, 100, 200

DATE: 10/12/09
DRAWN BY: JAC
CHECKED BY: JAC
SCALE: AS SHOWN
DATE: 10/12/09

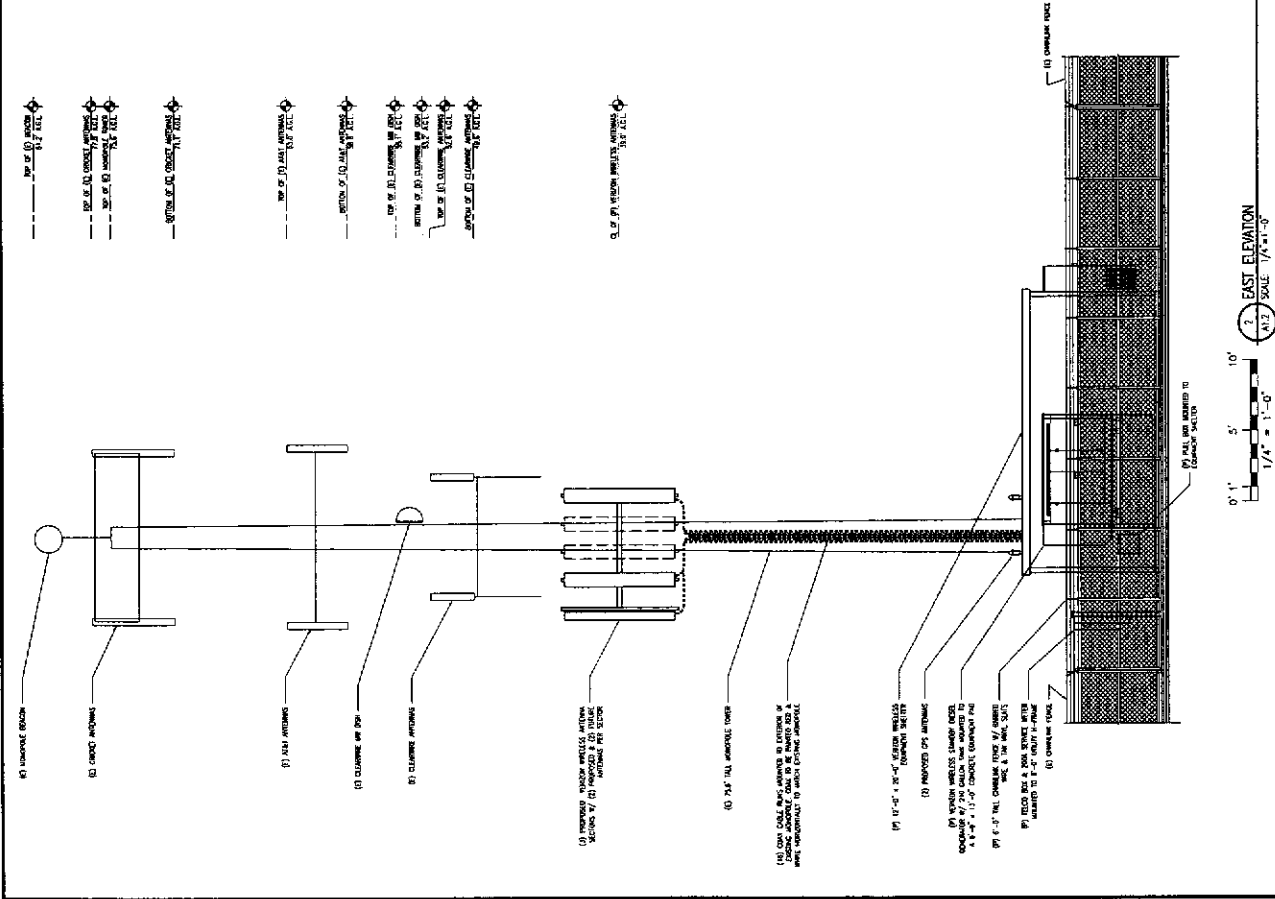
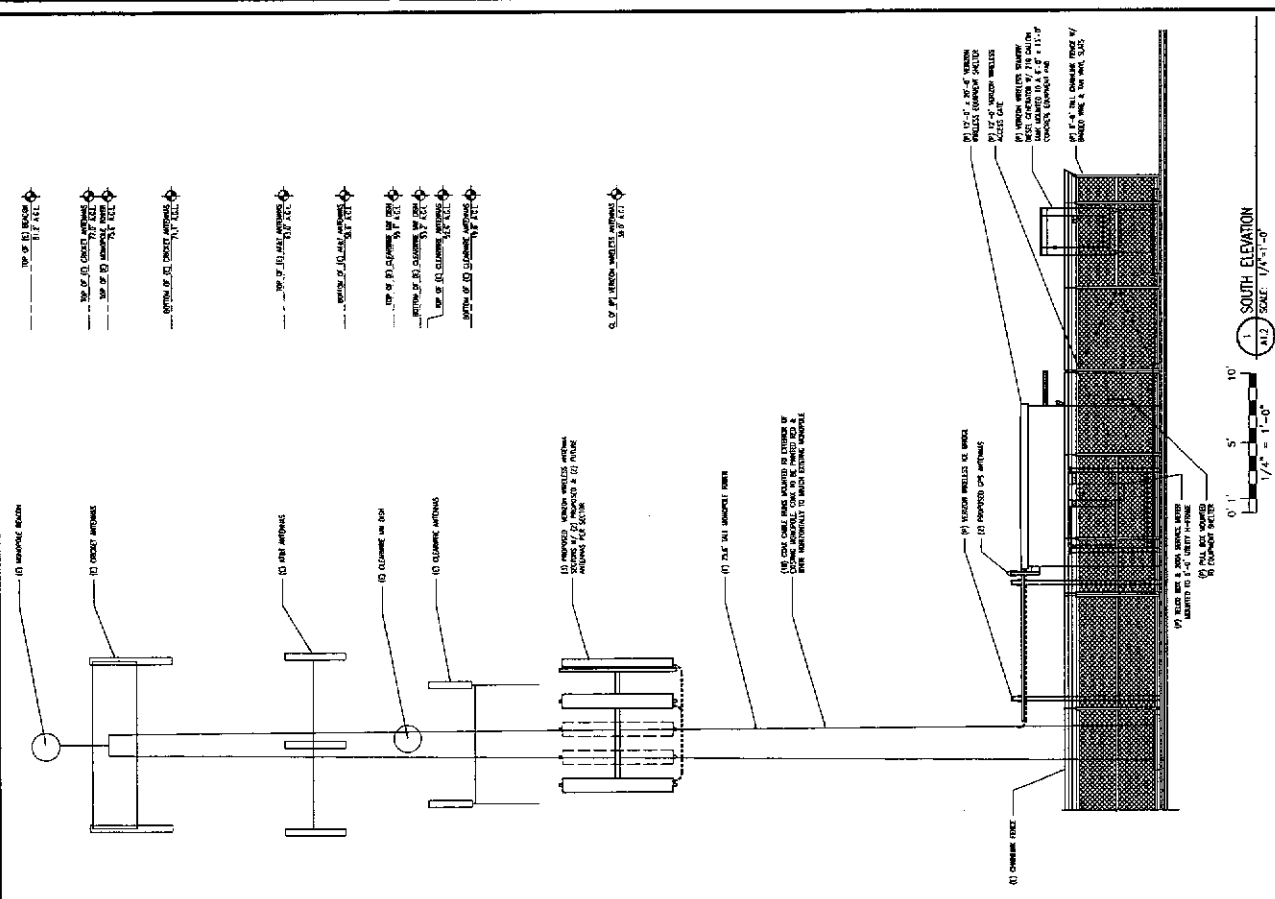
REVISIONS:
A-1
A-2
A-3

DATE: 10/12/09

VERIZON WIRELESS
CARSON CITY AIRPORT
2600 GRAVES LANE
CARSON CITY, NV 89706

PROJECT TITLE:
PROJECT ELEVATIONS

O'Connor Freeman & Associates
Structural Engineering Services
223 South Street, Suite 201, Sacramento, CA 95816
Phone: (916) 441-0721 Fax: (916) 441-8887





A1.3

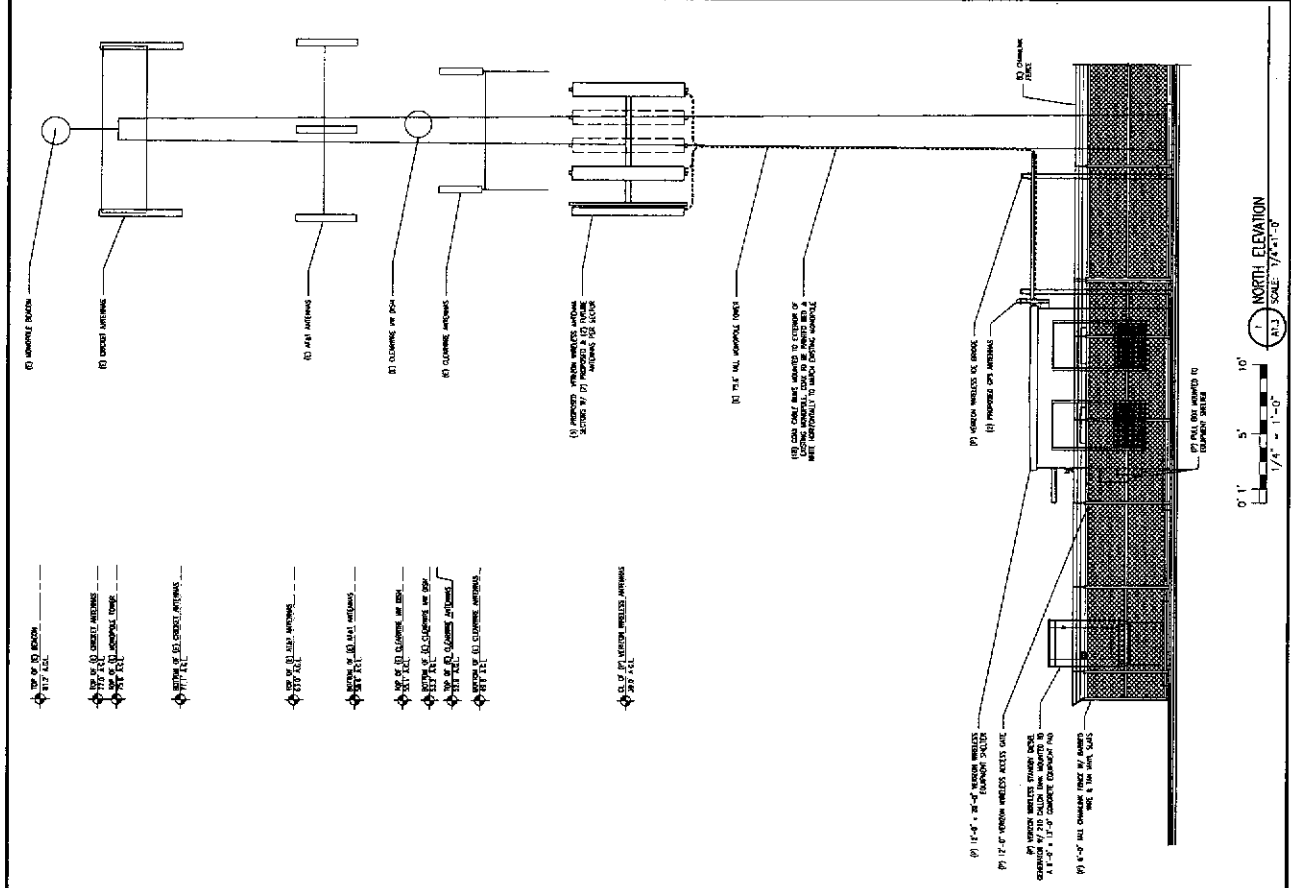
USG No. 18273

DATE: 07/27/09
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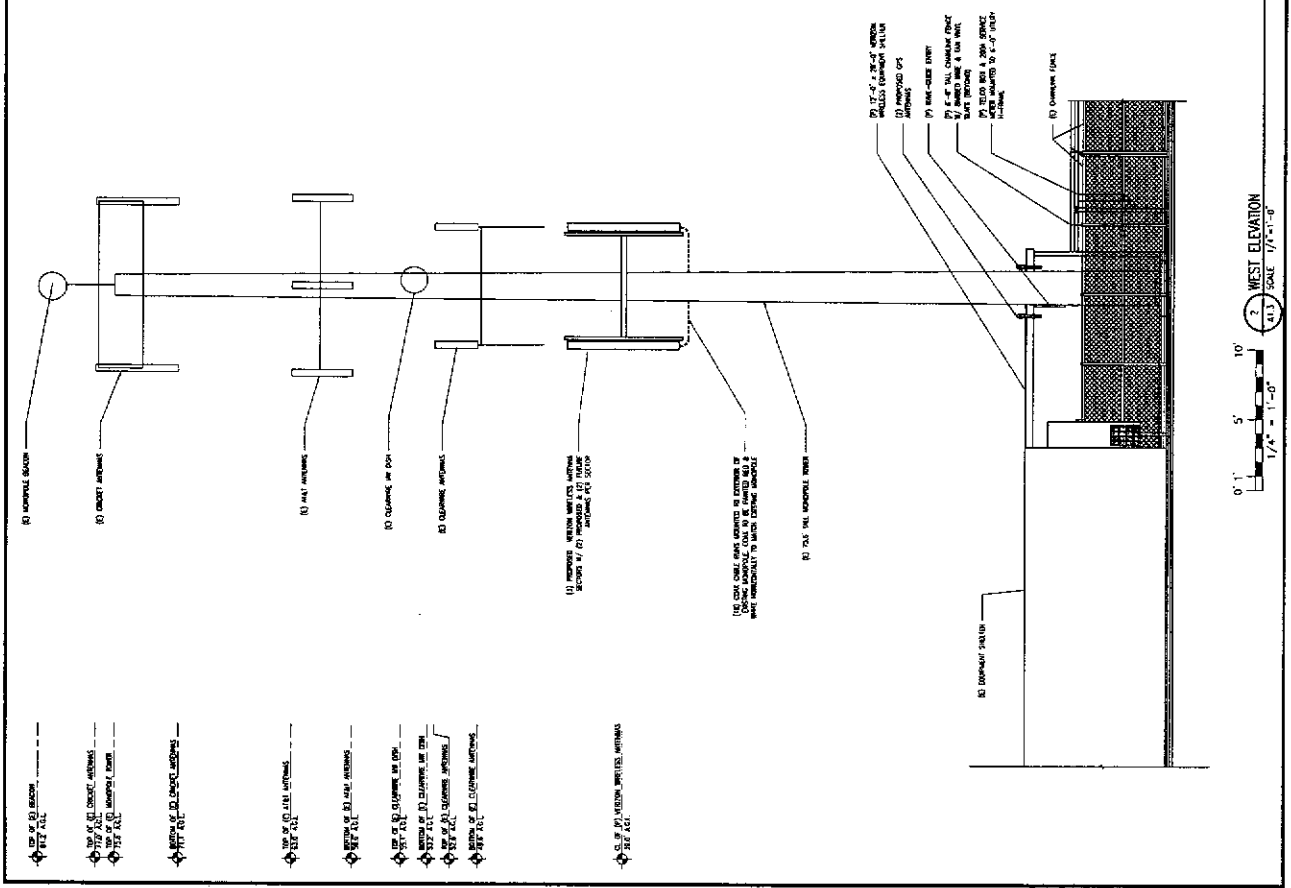
PROJECT TITLE:
CARSON CITY AIRPORT
2600 GRAVES LANE
CARSON CITY, NV 89706

PROJECT ELEVATIONS

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



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



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