

OFFICIAL RECORD
Requested By:
DC/PUBLIC WORKS

Assessor's Parcel Number: N/A

Date: MAY 26, 2010

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 11 Fee: 0.00
BK-0510 PG- 6469 RPTT: 0.00



Name: EILEEN CHURCH, PUBLIC WORKS
(RR)

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

LICENSE AGREEMENT #2010.128
(Title of Document)

FILED

NO. 2010.128

2010 MAY 26 AM 11: 2

LICENSE AGREEMENT

This License Agreement (the "Agreement") is entered into this 20th day of May, 20 10 by and between **Douglas County**, a political subdivision of the State of Nevada (hereinafter "Licensor"), and **UbiquiTel Leasing Company**, a Delaware corporation, (hereinafter "Licensee").

TED THIRAN
BY: *[Signature]*
DEPUTY

In consideration of the mutual promise contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. USE, DESCRIPTION OF PREMISES. Licensor hereby grants to Licensee a license to erect and maintain certain improvements for transmission and reception for a personal communications service facility ("PCS"), the personal property and facilities described in Exhibit A attached hereto and incorporated herein by this reference, on a certain space on the Uppaway Tank (the "Water Tank") located on the real property described in Exhibit B attached hereto and incorporated herein by this reference (the "Property") and certain space adjacent to the Water Tank. The location and orientation of the certain space on the Water Tank and the adjoining space to the Water Tank for the base station equipment (the "Premises") are set forth in Exhibit A. The address of the Water Tank is 23 Lake Front Drive, Zephyr Cove, Douglas County, State of Nevada.

2. LICENSE OPTION TERM. The term of this Agreement (the "Initial Term") is five (5) years, commencing on the full execution of the Agreement ("Commencement Date"). This Agreement will be automatically renewed for four (4) additional terms (each a "Renewal Term") of five (5) years unless licensee notifies Licensor of Licensee's intention not to renew this License at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term.

3. USE OF PREMISES, LIMITATION TO DESCRIBED PURPOSE AND IMPROVEMENTS.

- a. Licensee may use the premises for its sole and limited purpose of the transmission and reception of its PCS antenna facility.
- b. Licensee shall have the right, at its own cost and expense, to place and maintain on the Premises improvements, personal property and facilities described in Exhibit A attached hereto which include without limitation transmitting and receiving antennas and base station equipment (the "Facilities"). All of Licensee's construction and installation work shall be performed at Licensee's sole expense and in a first class, workmanlike manner and shall not interfere with Licensor's use of the premises. The Facilities shall remain the exclusive property of Licensee, and Licensee shall have the right to remove all or any portion of the Facilities during the License term and following the termination of this License.
- c. Douglas County Communications Department may co-locate communications equipment at the Property, at no cost to Licensee, subject to the interference provisions set forth in Section 4.

4. **COOPERATION.** During the Initial License term or any Renewal Terms, Licensor agrees to cooperate with the Licensee in obtaining and maintaining, at the Licensee's sole expense, all approvals and permits required for Licensee's use of the Premises (the "Governmental Approvals") and Licensor agrees to allow Licensee to perform surveys, soils testing, and other engineering procedures on, under and over the Property necessary to determine that the Premises will be acceptable to Licensee's engineering specifications, system design and Governmental Approvals, provided that all such activities are first approved by Licensor. Said approval not to be unreasonably withheld or delayed and will not interfere with Licensor's use of the premises. Licensor agrees to not permit or suffer the installation of any future equipment which (a) results in technical interference problems with Licensee's then existing equipment, or (b) encroaches onto the Premises.

5. **LICENSE FEES.**

- a. Licensee shall pay to Licensor a one-time payment in the sum of \$4,415.00 for the installation and use of conduits from Licensee's ground based equipment to Licensor's Water Tank. Underground conduits were installed by Licensor and are to be used by Licensee.
- b. Licensee shall pay to Licensor, as a License fee, the sum of One Thousand Two Hundred Dollars (\$1,200.00) per month to Douglas County. The License Fee shall be payable on the first day of each month in advance to the Licensor's address as specified in ¶ 13 below. If the Commencement Date is other than on the first day of a month, the License Fee shall be prorated for the first month for the number of days from the Commencement Date to the end of the month.
- c. If the License is terminated at a time other than on the last day of a month, the License Fee shall be prorated as of the date of termination, and, in the event of termination for any reason other than nonpayment of the Licensee Fee, all prepaid Fees shall be refunded to Licensee.
- d. The License Fee for each Renewal Term will be the annual fee in effect for the final year of the Initial Term or prior Renewal Term, as the case may be, increased by twenty percent (20%).

6. **UTILITIES.** Licensee shall be responsible, as its sole cost and expense, for installing separate utilities for power and Telco services and shall pay all costs and bills associated therewith directly to the appropriate utility companies. Douglas County Communications Department may connect to such facilities to facilitate its co-location of communications equipment at the site in accordance with paragraph 3(c) above at no cost to Licensee, and further provided such third parties make appropriate arrangements with the utility providers and pay its own costs and utility bills. Licensor will cooperate with the Licensee in the Licensee's efforts to obtain utilities from any location provided by Licensor or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.

7. **TAXES.** Licensee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to the Licensee's Facilities.

8. ACCESS. Licensor shall provide Licensee ingress and egress from an open and improved public road, and access to the Property and to the Water Tank adequate to service the Facilities, 24 hours per day, 7 days per week during the Initial Term of this License or any Renewal term thereof at no additional charge to Licensee. Licensee hereby acknowledges that due to the remote location of the site there may be instances when access to the site may be temporarily blocked due to deep snow or other weather-related conditions.

9. INSURANCE.

- a. Licensee shall provide Commercial General Liability Insurance naming the Licensor as an additional insured on the policy, with limits of not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to the Licensor within thirty (30) days. Such policy will provide that cancellation will not occur without at least fifteen (15) days prior written notice to Licensor.
- b. Licensor and Licensee agree that in the event of loss or damage to property due to any peril which is covered by an insurance policy maintained by either of the parties, the parties shall look solely to such insurance for recovery, and, provided that the loss is covered by the insurance policy neither party shall be liable to the other. In the event of such an insured loss, neither party's insurance company shall have a subrogated claim against the other party.

10. DESTRUCTION OF PROPERTY. If the Property, Water Tank or Premises are destroyed or damaged so as, in Licensee's judgment, to hinder the effective use of the Facilities, Licensee may elect to terminate the License as of the date of the damage or destruction by so notifying Licensor in writing not more than forty-five (45) days following the date of the damage. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction and Licensee shall be entitled to the reimbursement of any Licensee Fee prepaid by Licensee.

11. INDEMNITY AND HOLD HARMLESS. Licensor, to the extent provided by Nevada law, and Licensee each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and/or occupancy of the Facilities or Property, or the negligence or intentional misconduct by the indemnifying party. This indemnity does not apply to any claim arising from the negligence or intentional misconduct of the indemnified party. The indemnity obligations under this paragraph will survive termination of this Agreement.

12. HAZARDOUS SUBSTANCE. Licensor represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Licensee and its contractors will not introduce or use any such substance on the Property in violation of any applicable law and, in the event such an introduction occurs, will assume the responsibility for the substance and fully indemnify Licensor for any enforcement action.

13. NOTICES. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed delivered when sent via U.S. mail, certified mail return receipt requested, or sent by overnight carrier to the following addresses:

To Licensor: Douglas County Board of County Commissioners
Attn: Public Works Director
1120 Airport Road, F2
P.O. Box 218
Minden, NV 89423
Telephone: (775) 782-6227

To Licensee: Sprint Nextel Property Services
Mailstop: KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650

With a copy to: Sprint Nextel Law Department
Mailstop: KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, KS 66251-Z2020
Attn: Real Estate Attorney

14. TERMINATION. This License may be terminated, without penalty or further liability as follows: (a) by either party with at least sixty (60) days written notice prior to the end of the Initial Term or each Renewal Term; (b) by either party upon default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default without, however, limiting any other rights available to the parties pursuant to any other provisions hereof; (c) by Licensee on thirty (30) days prior written notice if it is unable to obtain or maintain any license, permit or other Governmental Approval necessary to the construction and/or operation of the Facilities or the Licensee's business; (d) by Licensee on thirty (30) days prior written notice if the Property of Water Tank is or becomes unacceptable under Licensee's design, economic or engineering specifications for the Facilities; (e) by Licensor on one hundred eighty (180) days prior written notice to the extent that removal of Licensee's Facilities is necessary to complete any water tank improvements or repairs determined by Douglas County to be in the County's best interests; however, if improvements or repairs are minimal the Licensee will be allowed to erect a temporary facility until such time as improvements or repairs are completed, and in such case the Agreement will not terminate; (f) by the County upon one hundred eighty (180) days written notice to Licensee; or (g) by Licensee on one hundred twenty (120) days prior written notice if the separate lease for the ground equipment on the adjacent property expires or earlier terminates.

15. NO PAYMENT ON TERMINATION. If this License Agreement is partially or completely terminated for any reason, Licensor is not required to compensate Licensee for the construction, removal, reconstruction or relocation of the Facilities located on the Licensed Property.

16. TRANSFER, ASSIGNMENT OR SUBLEASE. Licensee will not assign or transfer this Agreement without the prior written consent of the Licensor, which consent will not be unreasonably

withheld, delayed or conditioned; provided, however, as long as Licensee is not in default hereunder and gives Licensor prior written notice of its intent to assign this Agreement or sublet or sublicense any portion of the Premises, Licensee may assign the Agreement or sublet the Premises or any portion thereof without Licensor's consent to any party controlling, controlled by or under common control with Licensee or to any party which acquires substantially all of the assets of Licensee. Except as set forth in the immediately preceding sentence, Licensee shall not have the right to sublease all or any part of its rights and obligations hereunder.

17. WAIVER OF LIEN. Licensor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Facilities or any portion thereof which shall be deemed personal property for the purpose of this License, regardless of whether or not same is deemed real or personal property under applicable laws, and Licensor gives Licensee the right to remove all or any portion of same from time to time in Licensee's sole discretion without Licensor's consent.

18. FEDERAL REGULATIONS. Licensee warrants that it shall comply with all Federal regulations, including but not limited to all rules and regulations of the Federal Communications Commission, in the operation and maintenance of its Facilities.

19. CONDEMNATION. If a condemning authority takes all of the Property, or a portion sufficient, in Licensee's determination, to render the Property unsuitable for the use which Licensee was then making of the Property, this License shall terminate as of the date the title vests in the condemning authority.

20. GOVERNING LAW/VENUE. The parties hereby acknowledge and agree that this License Agreement will be construed, enforced and any actions brought on this Agreement will be in accord with the laws of the State of Nevada and the venue is the Ninth Judicial District Court in and for the County of Douglas .

21. ENTIRE AGREEMENT. This License Agreement shall constitute the entire Agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein.

22. MODIFICATION. Any modification of, or amendment to, this License Agreement must be in writing and executed by both parties.

23. SEVERABILITY OF PROVISIONS. If any term of this License Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this License Agreement, which shall continue in full force and effect.

24. TITLE AND QUIET USE. Licensor represents and agrees (a) that it is the Owner of the Water Tank; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that Licensee is entitled to quiet use of the Premises throughout the Initial Term and any Renewal Term(s) so long as Licensee is not in default beyond the expiration of any cure period; and (e) that Licensor shall not have unsupervised access to the Facilities, other than for visual inspection only.

LICENSOR: Douglas County, Nevada

By: Michael A. Olson
Michael A. Olson, Chair
Board of County Commissioners

Date: May 20, 2010

Approved as to form:

By: Joseph L. Ward Jr.
Deputy District Attorney

Date: 5/6/10

LICENSEE: UbiquiTel Leasing Company, a Delaware corporation

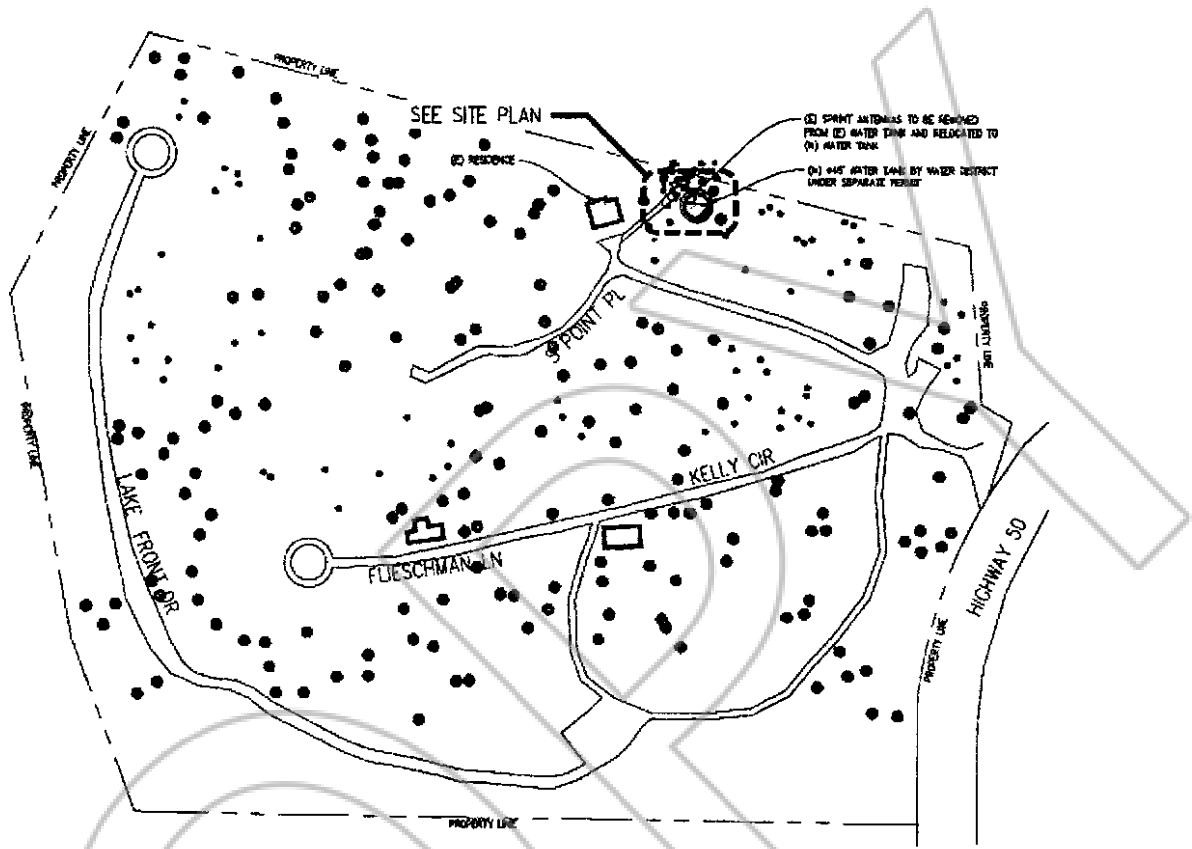
By: Michael Baer
Name Michael Baer
Title Authorized Representative

Date: 4/7/10

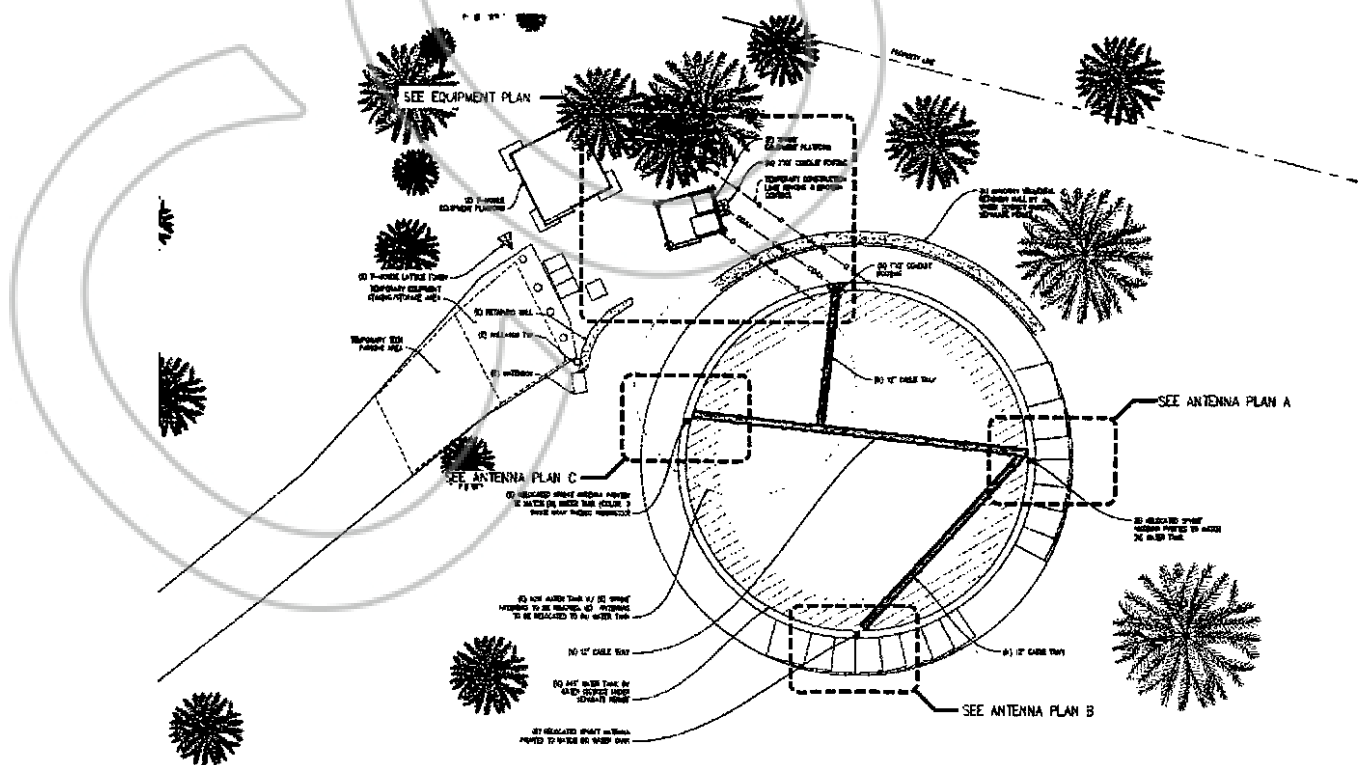


Site and Facilities Description

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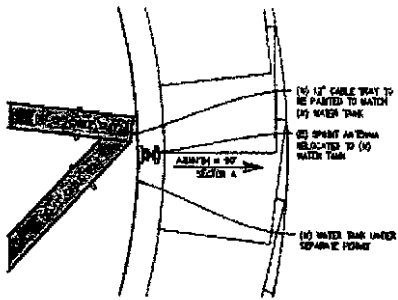
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 Part 100
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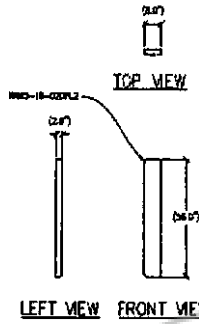
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SITE PLAN
 Part 100
 1" = 100'

Site and Facilities Description
 Page 2 of 3

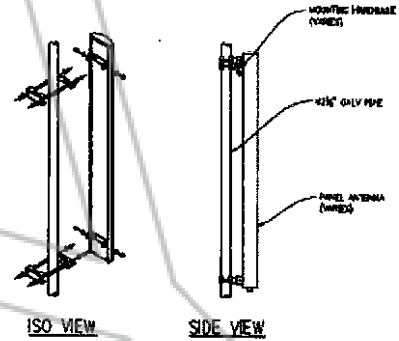


ANTENNA PLAN A
 3/4"

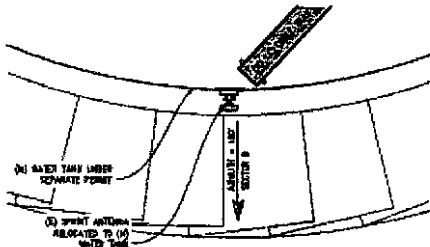


(E) ANTENNA DETAIL
 3/4"

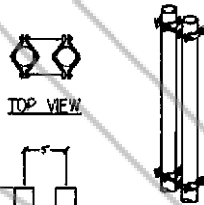
NOTE: ANTENNAS SHALL BE PAINTED A COLOR WITHIN THE APPROVED UNCLASSIFIED RANGE OF MILITARY COLORS THAT ALSO CONTRASTS WITH THE EXISTING BACKGROUND AND SILEX COLORS TO MATCH THOSE OF THE (U) WATER TANK. SUBJECT TO FINAL TPA APPROVAL.



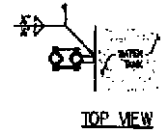
ANTENNA MOUNT DETAIL
 3/4"



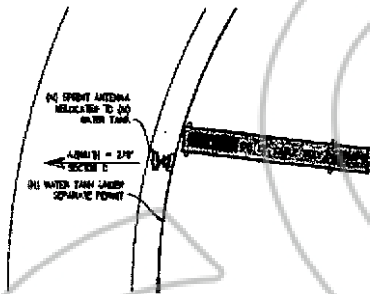
ANTENNA PLAN B
 3/4"



DB370 MOUNT DETAIL
 3/4"



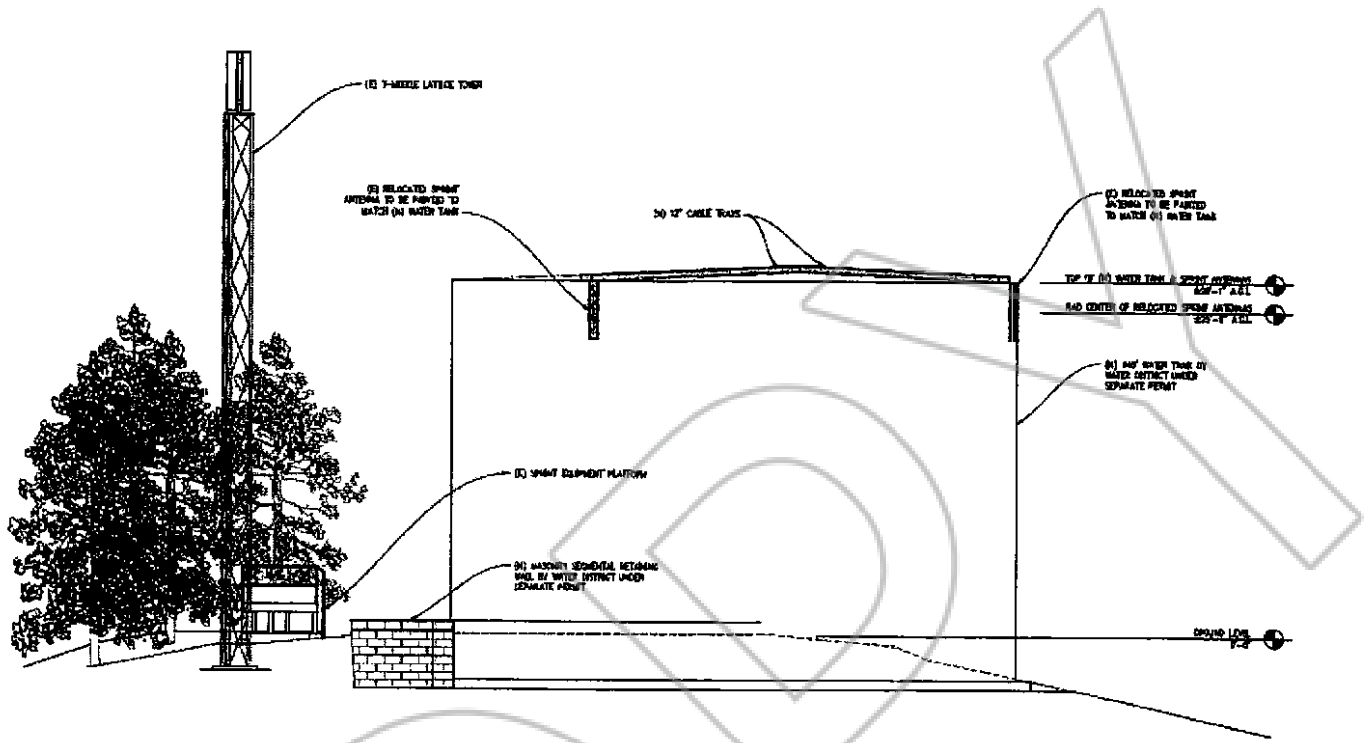
ANTENNA MOUNT DETAIL
 3/4"



ANTENNA PLAN C
 3/4"

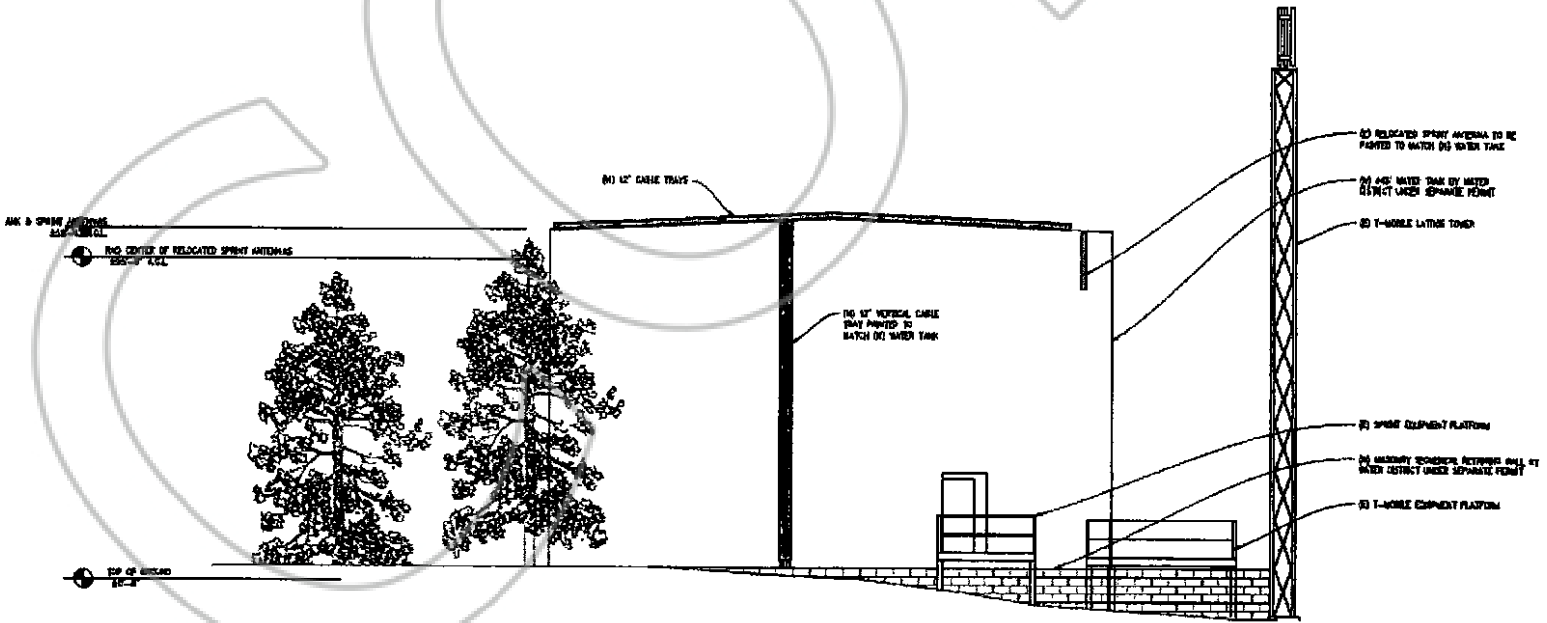
Not to scale

Site and Facilities Description
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SOUTHWEST ELEVATION

NOTE: ANTENNAS SHALL BE PAINTED A COLOR WITHIN THE APPROVED MARSHALLS RANGE OF NATURAL COLORS THAT BLEND, RATHER THAN CONTRAST, WITH THE EXISTING BACKDROP VEGETATION AND SOIL COLORS TO MATCH THOSE OF THE (M) WATER TANK. SUBJECT TO FINAL TPA APPROVAL.



NORTHWEST ELEVATION

NOTE: ANTENNAS SHALL BE PAINTED A COLOR WITHIN THE APPROVED MARSHALLS RANGE OF NATURAL COLORS THAT BLEND, RATHER THAN CONTRAST, WITH THE EXISTING BACKDROP VEGETATION AND SOIL COLORS TO MATCH THOSE OF THE (M) WATER TANK. SUBJECT TO FINAL TPA APPROVAL.

Not to scale

Exhibit B

Legal Description of the Property

Basis of Bearings:

The basis of Horizontal control for this survey is the North American Datum of 1983. Plane Coordinates shown hereon are in terms of the Nevada State Plane Coordinate System of 1983, West Zone.

Title Report Identification:

Stewart Title Company order number 000501582, issues date August 11, 2000.

Assessor Identification:

Douglas Co. APN 01-100-74

Legal Description Per Title Report:

The land referred to herein is situated in the State of Nevada, County of Douglas, described as follows:

All that property designated as "common area" on the map of Uppaway, filed in the office of the County Recorder of Douglas County, Nevada, on May 21, 1976, as document no. 00394.

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: May 26, 2010
Clerk of the Judicial District Court
of the State of Nevada, In and for the County of Douglas.
By: [Signature] Deputy