

**RECORDING REQUESTED BY &
WHEN RECORDED RETURN TO:**

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
575 Morosgo Drive NE
Suite 13F, West Tower
Atlanta, GA 30324

APN: 1319-30-645-002
1319-30-645-003
1319-30-645-004
1319-30-532-018
1319-30-720-001
1319-30-723-000
1319-30-720-003

(Space Above This Line For Recorder's Use Only)

Cell Site No.: CNU6101
Search Ring Name: Kingsbury
Cell Site Name: Kingsbury (NV)
Fixed Asset No.: 10067339
State: Nevada
County: Douglas

FIBER USE & MAINTENANCE AGREEMENT

THIS FIBER USE & MAINTENANCE AGREEMENT (hereinafter "**Agreement**") is made and effective as of the latter of the signature dates below ("**Effective Date**"), by and between The Ridge Tahoe Property Owners' Association, a Nevada non-profit corporation (hereinafter referred to as "**Grantor**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company (hereinafter referred to as "**Grantee**").

Recitals

A. Grantor owns or controls all of those certain properties, as legally described on **Exhibit A** attached hereto and incorporated herein, together with all rights and privileges arising in connection therewith, located in the County of Douglas, State of Nevada [APN: 1319-30-645-002, 1319-30-645-003, 1319-30-645-004, 1319-30-532-018, 1319-30-720-001, 1319-30-723-000, and 1319-30-720-003 (collectively, the "**Property**")].

B. Grantor owns the Conduit (as defined in Recital C below) located on the Property, the location of which is generally depicted on **Exhibit B** attached hereto and incorporated herein.

C. Grantee desires to install twenty-four (24) new telecommunications fiber strands (collectively, "**New Fiber**") in one (1) of the unused two (2) inch conduits located in the 3-cell Maxcell inner duct conduit installed on the Property (the "**Conduit**").

D. Grantee and Grantor entered into that certain Communications Site Lease Agreement dated as of March 24, 2005 (the "**Lease**"), whereby Grantor leased to Grantee a portion of the Property for Grantee's installation and operation of certain communications equipment (collectively, the "**Communications Facility**") on the Premises.

E. Grantee desires a License (as defined in Section 2, Grant of License below) for the installation, operation, maintenance and repair of certain telecommunications fiber strands in and through the Conduit from the telecommunications fiber sources located on the Property to the Communication Facility as more particularly depicted on **Exhibit B**, and Grantor desires to grant to Grantee such License, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the License Fee (as defined in Section 4 below) and Grantee performing the Grantee Work (as defined in Section 1 below), and for other good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged, the parties agree as follows:

1. **Grantee Work.** Grantee shall, at Grantee's sole cost and expense, be responsible for the removal of Grantor's six (6) existing telecommunications fiber stands located within the Conduit (collectively, "**Existing Fiber**"), and install the New Fiber as generally depicted on **Exhibit B** (the "**Grantee Work**"), which New Fiber Grantor shall automatically own in its "as-is"/"where-is" condition without warranty (express or implied) upon the completion of the Grantee Work, and without the necessity of a further writing exchanged between Grantor and Grantee; provided, however, upon installation of the New Fiber, Grantee shall have confirmed by an independent third party, that all fibers within the New Fiber are in good working order and repair.

2. **Grant of License.**

(a) Grantor grants to Grantee a license coupled with an interest over, under, across and through the Property as generally depicted on **Exhibit B** (the "**License**") for the exclusive right to install, maintain, operate, and repair two (2) designated fiber strands of the New Fiber (collectively, the "**Grantee Fiber Strands**") in and through the Conduit in connection with Grantee's operation of the Communication Facility on the Property, together with the right to access and use such additional portions of the Property in reasonable proximity to areas in reasonable proximity to the License during the time of, and as may reasonably be necessary for, the construction, installation, maintenance and repair of the Grantee Fiber Strands during the Term. Grantee shall have no obligation to maintain or repair the New Fiber except for the Grantee Fiber Strands and except for any damage caused to the New Fiber by Grantee's (or Grantee's agents), installation, maintenance, operations or repair of the New Fiber or Grantee Fiber Strands or during any Grantee access to the Property.

(b) Access to the License shall be twenty-four (24) hours a day, seven (7) days a week at no charge to Grantee. Grantee's exercise of such rights shall not cause undue inconvenience to Grantor, and prior to any such access Grantee shall notify Grantor of its presence by contacting Grantor by telephone at (775) 588-3553 or any other telephone number provided by Grantor in writing to Grantee.

(c) Grantor shall not use nor permit its employees, tenants, licensees, invitees, agents, independent contractors, successors, assigns or other grantees to use the Property in any manner which interferes with Grantee's use of the License, including, without limitation, the construction of any improvements or placement of any obstruction in, over or upon any portion of the License.

3. **Term.** The License granted in this Agreement shall commence upon the Effective Date and shall continue for such period that Grantee continues to operate or maintain any communications equipment on the Property pursuant to the Lease, or any successor use agreement with Grantor (or Grantor's successor-in-interest) for use of the Property.

4. **License Fee.** Commencing on the first (1st) day of the month following the date that Grantee completes the Grantee Work (the "**License Fee Commencement Date**"), Grantee shall pay to Grantor a monthly fee i
by reference. In any partial month occurring after the License Fee Commencement Date, the License Fee

will be prorated. Grantee shall forward to Grantor the initial payment of the Licensee Fee within thirty (30) day following the License Fee Commencement Date.

5. **Assignment.** Grantee will have the right to assign this Agreement or sub-license the License and its rights herein, in whole or in part, without Grantor's consent.

6. **Environmental.** Grantor acknowledges that Grantee shall not be liable or responsible for any hazardous or toxic substance or material that is now located or later comes to be located on, over, under or about the Property, except for any such substance or material that is exacerbated or placed or released on the Property by Grantee or Grantee's agents, independent contractors, licensees, successors or assigns.

7. **Entire Agreement.** This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by both parties.

8. **Attorney's Fees.** In the event of any controversy, claim or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs as may be awarded by a court with competent jurisdiction.

9. **Binding Effect.** The benefits and obligations of this Agreement shall be a covenant running with the land, and shall inure to and be binding upon the successors, assigns and heirs of the parties.

10. **Notices.** All notices, requests and demands 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 Grantor: The Ridge Tahoe Property Owners' Association
Attn: Sam Slack
P.O. Box 5790
Stateline, NV 89449

If to Grantee: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site No.: CNU6101
Search Ring Name: Kingsbury
Cell Site Name: Kingsbury (NV)
Fixed Asset No.: 10067339
575 Morosgo Drive NE
Suite 13F, West Tower
Atlanta, GA 30324

With a required copy concurrently to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department – Network Operations
Re: Cell Site No.: CNU6101
Search Ring Name: Kingsbury
Cell Site Name: Kingsbury (NV)
Fixed Asset No.: 10067339

208 S. Akard Street
Dallas, TX 75202

Grantor or Grantee may from time to time designate any other address for this purpose by delivering at least thirty (30) days' prior written notice to the other party.

11. Compliance with Laws, Permits, Approvals. Grantee agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Grantee's use of the License and operation of Grantee Fiber Strands. Grantor agrees to comply with all Laws relating to Grantor's ownership and use of the Property and any improvements on same. Grantee shall, at Grantee's sole cost and expense, comply with all applicable Laws in performing the work contemplated in this Agreement (the "Work") and shall, at Grantee's sole cost and expense, obtain all permits and approvals required of any applicable government entity in connection with Grantee's performance of the Work. Grantor and Resorts West agree to cooperate with Grantee in obtaining all such permits or approvals and shall execute all documents reasonably required to effectuate the intent of this Agreement, provided that Grantor and Resorts West shall incur no expense or liability for said cooperation.

12. Warranties. Grantor represents, warrants and agrees that: (i) Grantor solely owns the Property as a legal lot in fee simple and Grantor solely owns the Conduit and the Existing Fiber; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements not of record, which would adversely affect the use of the License by Grantee pursuant to this Agreement; (iii) Grantor's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Grantor; and (iv) if the Property becomes encumbered by a deed to secure a debt, mortgage or other security interest, Grantor will promptly provide to Grantee a mutually agreeable subordination, non-disturbance and attornment agreement executed by Grantor and the holder of such security interest.

13. Termination. This Agreement may be terminated, without penalty or further liability by Grantee, as follows:

(a) upon written notice to Grantor, if Grantee is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the New Fiber as now or hereafter intended by Grantee; or if Grantee determines, in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(b) upon written notice to Grantor for any reason or no reason, at any time prior to commencement of the Grantee Work;

(c) upon thirty (30) days prior written notice to Grantor for any reason or no reason at any time after the completion of the Grantee Work with payment of a termination fee equal to three (3) months of the License Fee; or

(d) upon the termination or expiration of the Lease or any successor use agreement with Grantor (or Grantor's successor-in-interest) for use of the Property.

14. Recording of Agreement. Grantee shall have the right to record this Agreement following the Effective Date at Grantee's sole cost and expense. To preserve the privacy of the License Fee, Grantee shall have the right to redact Exhibit C prior to recording the Agreement; provided, however, that such redaction shall in no manner alter or eliminate the amount of the License Fee due to Grantor hereunder. Upon termination or expiration of the Agreement, Grantee shall promptly record a Quitclaim Deed relinquishing, releasing and remising all of Grantee's right, title and interest in and to this Agreement at Grantee's sole cost and expense.

15. **Incorporation of Recitals.** All statements provided in the recitals or preamble to this Agreement are hereby incorporated as a material part of this Agreement.

16. **Construction and Installation.** Grantee shall have the sole responsibility for the construction and installation of the Work and any damage caused to Grantor's or any other person's property as a result of Grantee's or its agents', representatives' or contractors' activities contemplated in this Agreement.

17. **Restoration.** Grantee agrees to restore the Property affected by the Work after construction of the improvements contemplated in this Agreement to the condition existing immediately prior to Grantee's commencement of the Work, ordinary wear and tear, and loss by casualty or other causes beyond Grantee's control excepted. Grantee's obligation hereunder to restore the Property shall include, without limitation, the removal of any and all debris, materials, equipment, structures, fixtures and other personal property thereto, except with respect to the improvements contemplated to remain in place in this Agreement.

18. **Liens.** Grantee will pay when due all bills and amounts due for labor, services or materials provided for or incorporated in the Property. Grantee will remove or cause to be removed (e.g. by posting of security) within sixty (60) days after recordation thereof any claims of mechanic's or materialmen's liens or other charges or encumbrances against the Property that arise from or relate to the activities contemplated to be undertaken by or on behalf of Grantee in this Agreement. The provisions of this Section shall survive the termination of this Agreement.

19. **Indemnity.** Grantee shall indemnify, defend and hold harmless Grantor and Resorts West from all liability, damage or injury of all kinds and nature arising from or in connection with Grantee's and its agents', representatives' and contractors' use of the Property, the activities contemplated in this Agreement or its breach or violation of this Agreement, except to the extent attributable to the negligence or willful misconduct of Grantor, or any of Grantor's employees, agents or contractors. Grantor shall indemnify, defend and hold harmless Grantee and its agents, employees and contractors, and each of them, from all liability, damage or injury of all kinds and nature arising from or in connection with Grantor's and its agents', employees' and contractors' ownership (as to Grantor) and use of the Property, or Grantor's breach or violation of this Agreement, except to the extent attributable to the negligence or willful misconduct of Grantee, or any of Grantee's employees, agents or contractors.

20. **Insurance.** Grantee shall maintain at all times during the Term the insurance coverages as set forth in Section 12, Insurance, of the Lease. Grantor shall be included as an additional insured with respect to the commercial general liability insurance. Prior to Grantee's entry upon the Property, Grantee shall furnish Resorts West with a certificate of insurance evidencing the required coverages and showing Grantor as an included additional insured.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed as of the Effective Date.

GRANTOR:

The Ridge Tahoe Property Owners' Association,
a Nevada non-profit corporation

By: *Sam Stock*
Name: Sam Stock
Title: Vice President
Date: 4-7, 2016

By: *Dan Garrison*
Name: DAN GARRISON
Title: Sr. VP/GM
Date: 4-7, 2016

GRANTEE:

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

By: AT&T Mobility Corporation
Its: Manager

By: *Michael Guiboro*
Name: Michael Guiboro
Title: Director
Date: Construction & Engineering, 2016
4/25/16

[ACKNOWLEDGMENTS APPEAR ON FOLLOWING THREE (3) PAGES]

GRANTOR ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Nevada
County of Douglas

On April 7, 2016 before me, Dorrie Sweetwood, Notary,
(insert name and title of the officer)

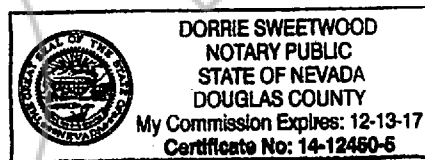
personally appeared Dan Garrison
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 Dorrie Sweetwood

(Seal)



GRANTOR ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Nevada
County of Douglas

On April 7, 2016 before me, Dorrie Sweetwood, Notary,
(insert name and title of the officer)

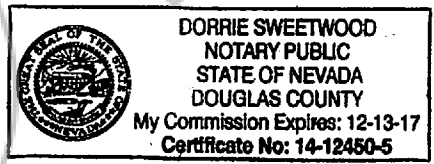
personally appeared Sam Slack,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 Dorrie Sweetwood

(Seal)



GRANTEE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

On April 26, 2016 before me, KAMARTIC KONGEAL Notary Public
(insert name and title of the officer)

personally appeared Michael Guiburno,
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 Ka Martic Kongeal

(Seal)



EXHIBIT A

DESCRIPTION OF PROPERTY

Page 1 of 2

The "Property" is legally described as follows:

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

Common Area Lot 39 as shown on the official map of Tahoe Village Unit No. 3, 13th Amended Map recorded December 31, 1991, as Document No. 268097, re-recorded as Document No. 269053 of the Official Records of Douglas County, Nevada.

APN: 1319-30-645-002

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

PARCEL 1:

Lot 42 as shown on Tahoe Village Unit No. 3 - 14th Amended Map, recorded April 1, 1994, as Document No. 333985, Official Records of Douglas County, State of Nevada.

PARCEL 2:

A 13 foot wide easement located within a portion of Section 30, Township 13 North, Range 19 East, MDB&M, Douglas County, Nevada being more particularly described as follows:

BEGINNING at the Northwest corner of this easement said point bears S. 43°19'06" E., 472.67 feet from Control Point "C" as shown on the Tahoe Village Unit No. 3, 13th Amended Map, Document No. 269053 of the Douglas County Recorder's Office;

thence S. 52°20'29" E., 24.92 feet to a point on the Northerly line of Lot 36 as shown on said 13th Amended Map;
thence S. 14°00'00" W., along said Northerly line, 14.19 feet;
thence N. 52°20'29" W., 30.59 feet;
thence N. 37°33'12" E., 13.00 feet to the POINT OF BEGINNING.

APN: 1319-30-645-003

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

All that real property situated in the Northeast one-quarter of Section 30, Township 13, North, Range 19 East, MDB&M., Douglas County, Nevada, being More particularly described as:

Lot 27 as shown on the FOURTEENTH AMENDED MAP of TAHOE VILLAGE UNIT NO. 3 recorded on April 1, 1994, Book 494 at Page 120, Official Records, as Document No. 333985, Douglas County, Nevada.

APN: 1319-30-645-004

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

That real property situated in the Northeast one-quarter of Section 30, Township 13 North, Range 19 East, Mount Diablo Base Line and Meridian, being more particularly described as follows:

All that portion of the access roadway 32' wide, commonly known as the Ridge Club Drive, center line of which is shown and described on the Tahoe Village Unit No. 3 - 7th Amended Map, filed in the office of the Recorder of Douglas County, State of Nevada on April 9, 1986, as Document No. 133178 of Official Records.

Portion APN: 1319-30-532-018

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

Lot 29 as shown on the official map of Tahoe Village Unit No. 3, 13th Amended Map recorded December 31, 1991, as Document No. 268097, re-recorded as Document No. 269053 of the Official Records of Douglas County, Nevada.

APN: 1319-30-720-001

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

Common Area Lot 33 as shown on the official map of Tahoe Village Unit No. 3, 13th Amended Map recorded December 31, 1991, as Document No. 268097, re-recorded as Document No. 269053 of the Official Records of Douglas County, Nevada.

APN: 1319-30-723-000

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

Common Area Lot 41 as shown on the official map of Tahoe Village Unit No. 3, 13th Amended Map recorded December 31, 1991, as Document No. 268097, re-recorded as Document No. 269053 of the Official Records of Douglas County, Nevada.

APN: 1319-30-720-003

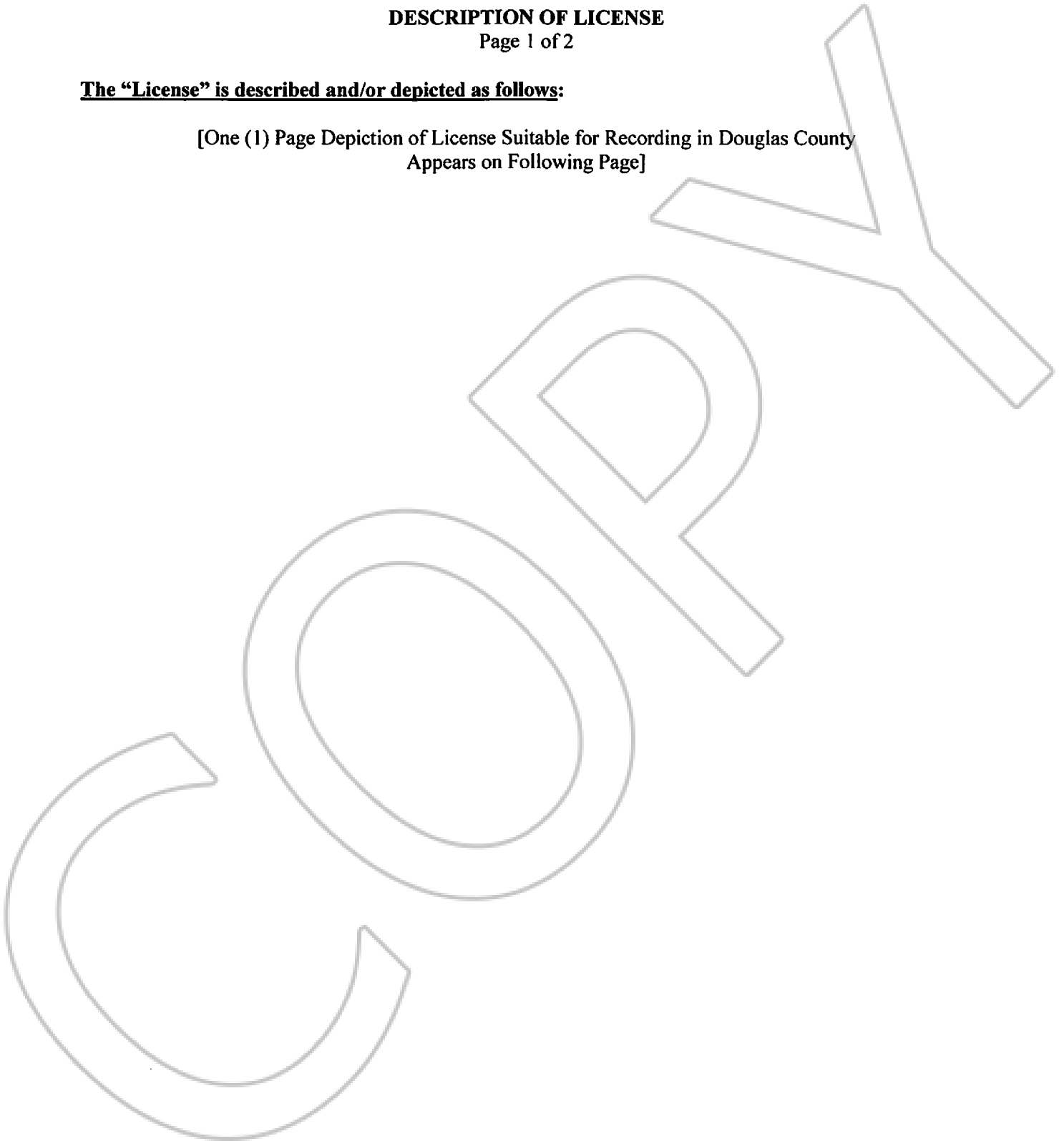
EXHIBIT B

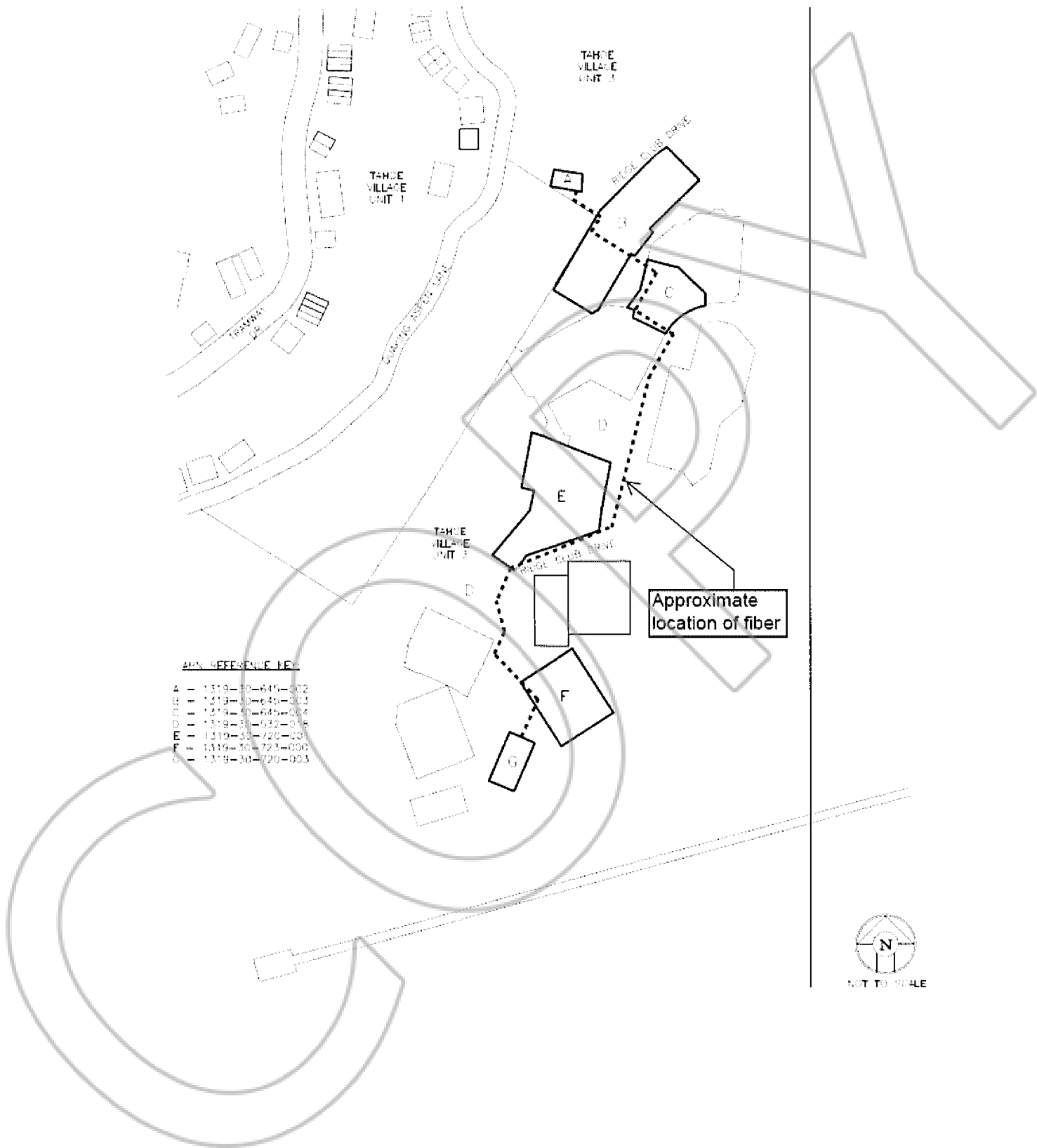
DESCRIPTION OF LICENSE

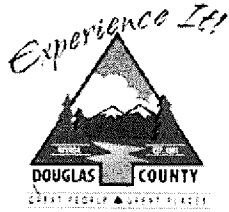
Page 1 of 2

The "License" is described and/or depicted as follows:

[One (1) Page Depiction of License Suitable for Recording in Douglas County
Appears on Following Page]







Douglas County Recorder's Office

Karen Ellison, Recorder

<http://recorder.co.douglas.nv.us>

kellison@co.douglas.nv.us

(775) 782-9027

LEGIBILITY NOTICE

The Douglas County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties right may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed, it may not reproduce a legible copy.

Amy Linscott
Signature

3/12/19
Date

Amy Linscott
Printed Name