

Recorder's Office Cover Sheet

Recording Requested By:

Name: Erin Mathes

Department: Emergency Management

Item ID/Agreement #: DC-515-2024

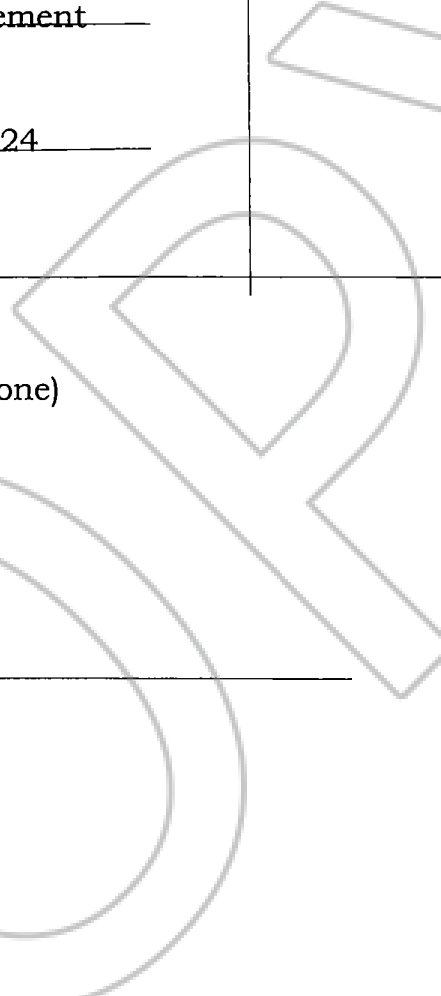


SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: \_\_\_\_\_



Cooperative Agreement between the Board of Regents of the Nevada System of Higher Education on Behalf of the University of Nevada, Reno, Nevada Seismological Laboratory

AND

Douglas County, Nevada on Behalf of the Douglas County Division of Emergency Management

This Cooperative Agreement ("Agreement") is entered into as of the last day any authorized signatory affixes his/her signature below ("Effective Date"), between the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Reno ("University"), for the benefit of the Nevada Seismological Laboratory, and Douglas County, Nevada, on behalf of the Douglas County Division of Emergency Management ("Douglas County"). University and Douglas County are individually referred to as "Party" and collectively referred to as "Parties."

WHEREAS, Nevada Revised Statutes (NRS) 277.180 authorizes the Parties to enter into cooperative agreements; and

WHEREAS, Douglas County owns the JLEC building and entered into a lease agreement with New Cingular Wireless allowing New Cingular Wireless to install and maintain a tower ("Tower") and ground floor shelter for the transmission and reception of radio signals on the JLEC building (Exhibit A); and

WHEREAS, Douglas County has the right under the lease agreement to install and maintain one security camera; and

WHEREAS, the current camera is obsolete, and the University has agreed to install and maintain a new camera for use by the University and Douglas County; and

WHEREAS, this camera will be accessible by Douglas County to monitor the area for security purposes and to view fires along the Sierra crest; and

WHEREAS, this camera feed may also be used by the University in the alertwildfire.org website, or any similar related website intended to provide real-time information about wildfires.

NOW THEREFORE, it is hereby agreed as follows:

I.

The University and Douglas County will jointly plan for the installation and maintenance of the camera and other associated electronic equipment, and both Parties will have equal access to monitor the camera feed.

FILED

NO. DC-515-2024

7/24/24

DATE

DOUGLAS COUNTY CLERK  
MINDEN, NV

BY CB DEPUTY

II.

The installation and repair of the camera will be performed by the University at no cost to Douglas County. The University will give a minimum of twenty-four (24) hours' notice to Douglas County by electronic mail, facsimile, U.S. mail or courier prior to accessing the site.

III.

Douglas County will allow the University to place the camera on the Tower at the same location as the existing camera in accordance with the lease agreement entered into between Douglas County and New Cingular Wireless. Douglas County agrees to provide power and network connectivity to the camera at no cost to the University.

IV.

The Parties agree to comply with all federal, state and local regulations regarding the placement and maintenance of the equipment and hazardous materials.

V.

The term of this agreement will begin on the Effective Date and shall end on December 31, 2028, unless terminated sooner in accordance with this agreement.

VI.

The University will maintain for its officers and employees self-insurance for general and automobile liability in amounts sufficient to meet its obligations under NRS Chapter 41. The University will maintain workers compensation insurance for its employees. The purchase of any insurance shall not waive any of the privileges or immunities afforded the University, or its present or former officers and employees under NRS Chapter 41. The University shall provide the Douglas County with proof of liability insurance.

Douglas County shall procure and maintain workers compensation insurance as required by NRS.

VII.

Subject to the limitations set forth in NRS Chapter 41, the Parties shall indemnify, defend, and hold harmless each other, their officers, employees, and agents from and against any and all liabilities, claims, losses, costs or expenses to the person or property of another, lawsuits, judgments, and/or expenses, including attorney's fees, arising either directly or indirectly from any act or failure to act by the other Party or any of their officers or employees, which may occur during or which may arise out of the performance of this Agreement. The University assumes all liability for any damage to its equipment and any damage that occurs on the Tower and/or ground floor shelter due to their installation and maintenance of the camera.

The Parties will assert the defense of sovereign immunity as appropriate in all cases, including indemnity actions. The Parties' indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 to \$200,000 per cause of action.

VIII.

It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association between the University, any of its employees and Douglas County but is only an Agreement between independent contractors.

IX.

The Parties may terminate this Agreement for any reason upon thirty (30) days' written notice. Upon termination, the University will remove its equipment and restore the site to its original condition, normal wear and tear expected. In the event the Tower is destroyed or damaged or is removed by New Cingular Wireless, Douglas County may elect to terminate this Agreement as of the date of the destruction, damage or removal of the Tower.

X.

This Agreement shall be governed by the laws of the State of Nevada.

XI.

This Agreement may only be amended by mutual written consent of the Parties.

XII.

Any dispute arising out of the interpretation and/or execution of this Agreement shall be declared in writing. The Parties agree to negotiate in good faith to resolve such dispute. If resolution cannot be reached within ninety (90) days, this Agreement can be terminated in accordance with section IX.

XIII.

Any notice required to be given under this Agreement shall be provided to the Parties at the following addresses or email addresses listed below:

University of Nevada, Reno  
Nevada Seismological Laboratory  
Attn: Associate Director  
1664 N. Virginia St. MS0174  
Reno, NV 89557-0174  
(775) 784-4265  
[wsavran@unr.edu](mailto:wsavran@unr.edu)

Douglas County  
Division of Emergency Management  
Attn: Emergency Communications Manager  
P.O. Box 218  
Minden, NV 89423  
(775) 782-5126  
[bfinster@douglasnv.us](mailto:bfinster@douglasnv.us)

XIV.

This Agreement may not be assigned or otherwise transferred by either Party to a third party, in whole or in part, without the prior written consent of the other party.

XV.

In the event that no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for needed maintenance of the camera, other associated electronic equipment, power and/or network connectivity, this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the University or Douglas County of any kind whatsoever.

XVI.

This Agreement constitutes the full and final understanding between the Parties and supersedes any and all previous understandings, commitments, and agreements, oral or written.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement on the day and year last specified below.

UNIVERSITY OF NEVADA, RENO

Recommended by:

DocuSigned by:  
*William Savran*  
\_\_\_\_\_  
153A4AB047184F6  
**William Savran**  
Associate Director of the Nevada  
Seismological Laboratory

03-Jul-2024 | 4:45 PM PDT  
\_\_\_\_\_  
Date

DocuSigned by:  
*Kara Griffin*  
\_\_\_\_\_  
10766680AAB84CB  
**Kara Griffin,**  
Associate Vice President for Finance

10-Jul-2024 | 1:02 PM PDT  
\_\_\_\_\_  
Date

DOUGLAS COUNTY, NEVADA

  
\_\_\_\_\_  
Jennifer Davidson  
Douglas County Manager

7/19/24  
Date

COPY

# EXHIBIT A

## CONTRACT AMENDMENT NO. 002

DECEMBER 18, 1992 LICENSE AGREEMENT

between

DOUGLAS COUNTY, NEVADA

and

NEW CINGULAR WIRELESS PCS, LLC THE SUCCESSOR IN INTEREST TO  
RENO CELLULAR TELEPHONE COMPANY

This Contract Amendment No. 002 ("Amendment") is entered into by and between Douglas County, Nevada, a political subdivision of the State of Nevada (the "County" or "Licensor") and New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company, the successor in interest to Reno Cellular Telephone Company, a District of Columbia Partnership (the "Licensee"). The County and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as a "Party."

**WHEREAS**, on December 18, 1992, the Parties entered into a License Agreement for the erecting of certain improvements for the transmission and reception of radio communication signals ("Agreement"), which is attached hereto as Exhibit A; and

**WHEREAS**, the Parties subsequently executed an Addendum ("Amendment 001") to the License, dated February 20, 1993, attached hereto as Exhibit B; and

**WHEREAS**, the Agreement was executed by and between Douglas County and Reno Cellular Telephone Company; and

**WHEREAS**, through a series of mergers and acquisitions (more specifically set forth in Exhibit C, hereto) the assets of Reno Cellular Telephone Company are now held by New Cingular Wireless PCS, LLC; and

**WHEREAS**, the Parties agree that New Cingular Wireless PCS, LLC is entitled to the rights and subject to the obligations set forth in the Agreement, as modified by this Amendment; and

**WHEREAS**, the parties agree that the License Term, set forth in paragraph 2 of the Agreement, has proceeded as follows: The Initial License Term expired on December 17, 1993, and was extended for an addition twelve months to December 17, 1994; the Agreement was further extended for an additional five years (Extended License Term), which expired December 31, 1999; the Agreement was subsequently renewed for 3 successive 5-year terms expiring December 31 of 2004, 2009, and 2014; the Agreement is currently within its fourth successive Renewal Term, which will expire December 31, 2019; and

**WHEREAS**, Paragraph 25 of the Agreement provides that any modification of the Agreement must be made in writing and executed by both parties; and

**WHEREAS**, the Parties desire to modify the Agreement as more particularly set forth herein.

**NOW, THEREFORE**, in consideration of the agreements herein made, the Parties mutually agree as follows:

- A. **Definitions:** Unless otherwise specifically set forth herein, the words and phrases contained in this Amendment shall have the meanings ascribed to them in the Agreement.
- B. **Recitals:** The Parties agree that the Recitals set forth above are true and correct.
- C. **Licensee:** All references to "Licensee" within the License shall be to New Cingular Wireless PCS, LLC. Notices to Licensee (under Paragraph 12 of the Agreement) shall be mailed to:
  - o New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: CVL06248; Cell Site Name: Minden (CA)  
Fixed Asset #: 10088192  
1025 Lenox Park Blvd NE  
Atlanta, GA 30319

With a copy to:  
New Cingular Wireless PCS, LLC  
Attn: Network Operations, Legal Department  
Re: Cell Site #: CVL06248; Cell Site Name: Minden (CA)  
Fixed Asset #: 10088192  
208 S. Akard St.  
Dallas, TX 75202-4206

Licensee, New Cingular Wireless PCS, LLC, agrees that it is bound by the terms and conditions of the License and is subject to the obligations and liabilities therein.

- D. **License Term:** The License Term set forth in Paragraph 2 of the agreement shall be modified as follows:
  - o The fifth and final Renewal Term under Paragraph 2 of the Agreement, which is scheduled to commence on January 1, 2020, shall run for a period of five (5) years, expiring December 31, 2024. Thereafter, the parties agree to add four (4) additional, successive Renewal Terms of five years each, expiring December 31, 2029, 2034, 2039, and 2044. The Agreement renewal process will proceed as set forth in Paragraph 2 of the Agreement.
- E. **License Fee:** The License Fee set forth in Paragraph 5 of the Agreement shall be modified as follows:
  - o Beginning with the payment due on January 1, 2020, the License Fee shall be \$1,350.00 per month.
  - o The payment terms and set forth in subparagraphs a-b of Paragraph 5 shall remain unchanged.
  - o The license fee increase methodology set forth in subparagraph c of Paragraph 5 shall be deleted and replaced with the following: License Fees shall be increased by 5% at the commencement of each Renewal Term, beginning on January 1, 2024.



- F. Co-Location: For the duration of the Agreement, including all Renewal Terms, Licensee agrees that Licensor may utilize Licensee's improvements (specifically, the tower and ground floor shelter) for the purpose of installing, operating and maintaining, at Licensor's sole cost, communication transmission antenna and microwave equipment, including only the equipment listed in Exhibit D.
- G. Additional Improvements: Licensee will have the right to upgrade, install and maintain Licensee's equipment on Licensee's tower and within the shelter without prior written approval from Licensor. Prior to accessing the area, Licensee shall notify Douglas County radio shop, 775 782-6281. Licensee shall adhere to any access restrictions and guidelines that are set by the Douglas County Sheriff's Office. Licensee expressly agrees to adhere to the access terms because the tower is located above a secured facility housing inmates. Failure to adhere to the terms may result in arrest or detention. Licensee is responsible for maintaining and ensuring the structural integrity and proper loading of the tower and its improvements.
- H. Effective Date of Amendment: This Amendment shall become effective on the date it is last executed by all parties.
- I. All other terms and conditions of the Agreement remain unchanged and in full effect.

Each natural person signing this instrument, for or on behalf of a legal entity party hereto, represents, warrants, assures and guarantees to each other such natural person, and to each other such legal entity, that he or she is duly authorized and has the legal power and authority to sign this instrument.

IN WITNESS WHEREOF, the said parties have hereunto set their hands, the County, by and through the Patrick Cates, County Manager, and Licensee, New Cingular Wireless PCS, LLC, by and through Alana White (name), Manager, Real Estate Admin. (title), on the respective dates indicated below.

**NEW CINGULAR WIRELESS PCS, LLC**  
**A DELAWARE LIMITED LIABILITY COMPANY**  
**BY: AT&T MOBILITY**  
**ITS: MANAGER**

Courtney Perillo  
 Name: Courtney Perillo  
 Title: Area Manager, Network Engineering

10/16/19  
 Date

**DOUGLAS COUNTY**  
Patrick Cates  
 Patrick Cates  
 County Manager - Douglas County, NV

10/30/19  
 Date

# EXHIBIT C



## NEW CINGULAR WIRELESS PCS, LLC

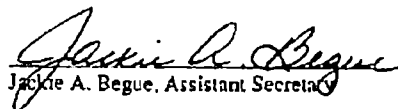
### ASSISTANT SECRETARY'S CERTIFICATE

I, Jackie A. Begue, do hereby certify that I am a duly elected, qualified and acting Assistant Secretary of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, and as such I am authorized to execute this certificate. In such capacity, I further certify that:

1. The Schedule of Authorizations for Affiliates of AT&T Inc. (the "Schedule") has been duly adopted by the Company, and said Schedule remains in full force and effect on the date hereof.
2. Section 5.1 of the Company's Limited Liability Company Operating Agreement as amended on August 29, 2007 designates AT&T Mobility Corporation as the Manager (the "Manager") of the Company, and AT&T Mobility Corporation remains the Manager of the Company on the date hereof.
3. The Manager of the Company has the authority under Section 5.6 of the Company's Limited Liability Company Operating Agreement to manage all of the business affairs of the Company.
4. Section 5.15 of the Company's Limited Liability Company Operating Agreement states as follows:  

"Any person or entity dealing with the Company may rely on a certificate signed by the Manager or officer on any document purporting to bind the Company shall constitute exclusive evidence to third parties of the authority of such person to execute such document on behalf of the Company and so bind the Company."
5. Courtney Perillo, Area Manager Network Engineering, is authorized and empowered under the Schedule and by the Manager of the Company to execute and deliver, in the name of and on behalf of the Company, that certain Contract Amendment No. 002 to the December 18, 1992 License Agreement ("Amendment") by and between Douglas County, Nevada, a political subdivision of the State of Nevada (the "County" or "Licensor") and the Company.

IN WITNESS WHEREOF, the undersigned has affixed her signature this 26th day of September 2019.

  
 Jackie A. Begue, Assistant Secretary

## EXHIBIT D

One Decibel Products VHF dual element dipole antenna (Douglas County base radio)

One security camera installed below platform

One Cambium 4' PTP microwave dish (11GHz) pointed towards Leviathan Peak located in the middle of the mast

One Cambium 2' PTP microwave dish (11GHz) mounted to the hand rail, pointed towards Animal Control

One Cambium 2' PTP microwave dish (11GHz) mounted to the hand rail, pointed towards EFFPD Station #12 (Douglas County) – AT&T requested to move up during upgrades.

One Cambium 2' PTP microwave dish (19 GHz) mounted to the hand rail, pointed towards Public Works (Douglas County) – AT&T requested to move up during upgrades.

One Airstream 2' PTP microwave dish (4.9 GHz) mounted to the hand rail, pointed towards Leviathan Peak (Douglas County Courts)

One airFiber dual antenna microwave dish mounted to the hand rail, pointed towards Leviathan Peak (Douglas County Courts)

One 8'x 24" equipment rack and space within the ground floor shelter.

## LICENSE AGREEMENT

This License Agreement (the "Agreement") is entered this 20<sup>th</sup> day of January, 1993, by and between Douglas County, a political subdivision of the State of Nevada (hereinafter "Licensor"), and Reno Cellular Telephone Company, a District of Columbia Partnership, (hereinafter "Licensee").

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

1. GRANT OF LICENSE; DESCRIPTION OF PREMISES. Licensor hereby grants to Licensee a license to erect and maintain certain improvements for the transmission and reception of radio communication signals in any and all frequencies, the personal property and facilities described in Exhibit A attached hereto and incorporated herein by this reference on certain space on the roof of the Building (the "Building") located on the real property described in Exhibit B attached hereto and incorporated herein by this reference (the "Property") and certain space within the Building. The location and orientation of the certain space on the roof of the Building and the space within the Building (the "Premises") are as set forth in Exhibit A. The address of the Building is 1625 8th Street, Minden, Nevada.

2. LICENSE TERM. For the sum of Five Hundred Dollars (\$500.00) (the "Initial License Fee"), to be paid to Licensor by Licensee within fifteen (15) working days after Licensor's

execution of this Agreement, the License shall be for a fixed term of twelve (12) months commencing on the date set forth above (the "Initial License Term"). The license term may be extended for an additional twelve (12) months (the "Additional License Term") upon written notification to Licensor by Licensee and upon payment of an additional sum of Five Hundred Dollars (\$500.00) (the "Additional License Fee") prior to the end of the Initial License Term. The license term may be further extended for an additional five (5) years (the "Extended License Term") commencing upon the date Licensee gives written notice to Licensor that Licensee seeks an Extended License Term (the "Commencement Date") which shall in any event be prior to the expiration of the Initial License Term or the Additional License Term, and terminating at midnight on the last day of the month in which the fifth annual anniversary of the Commencement Date shall have occurred. Licensee shall have the right to extend this Extended License Term for five (5) additional five (5) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth herein. This license shall automatically be renewed for each successive Renewal Term unless Licensee shall notify Licensor of Licensee's intention not to renew this License at least thirty (30) days prior to the expiration of the Extended License Term or any Renewal Term.

3. USE OF PREMISES; LIMITATION TO DESCRIBED PURPOSE; IMPROVEMENTS.

- a. The Premises may be used by Licensee for the sole

and limited purpose of the transmission and reception of radio communication signals in any and all frequencies.

b. Licensee shall have the right, at its expense, to place and maintain on the Premises improvements, personal property and facilities described in Exhibit A attached hereto which include without limitation radio transmitting and receiving antennas (the "Antenna Facilities"). The Antenna Facilities shall remain the exclusive property of Licensee, and Licensee shall have the right to remove all or any portion of the Antenna Facilities during the License term and following termination of this License.

4. COOPERATION. During the Initial License Term, the Additional License Term, the Extended License Term and any and all Renewal Terms, Licensor agrees to cooperate with Licensee in obtaining and maintaining, at Licensee's sole expense, all licenses 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.

5. LICENSE FEES.

a. In addition to the fees described in paragraph 2, upon the Commencement Date, Licensee shall pay to Licensor, as a license fee, the sum of Four Hundred Fifty Dollars (\$450.00) per

month (the "License Fee"). The License Fee shall be payable on the first day of each month in advance to Douglas County of the State of Nevada at Licensor's address as specified in paragraph 12 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.

b. 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 License Fee, all prepaid License Fees shall be refunded to Licensee.

c. The License Fee shall be increased at the commencement of the second year of the Extended License Term and each year thereafter (the "Adjustment Date") including Renewal Terms, as follows:

The base for computing the adjustment is the Consumer Price Index, published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), San Francisco-Oakland-San Jose, which is in effect on the Commencement Date ("Beginning Index"). The Index published immediately preceding the Adjustment Date in question ("Extension Index") is to be used in determining the amount of adjustment. If the Extension Index has increased over the Beginning Index, the monthly License Fee for the following year until the next License Fee readjustment shall be set by multiplying the monthly License Fee set forth in paragraph 5a.



above by a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index. In no case shall the License Fee be increased more than twenty-five percent (25%) of the License Fee for the previous year. The License Fee shall not be decreased below the License Fee in effect immediately prior to the Adjustment Date then occurring.

6. UTILITIES. Licensee shall separately meter the charges for the consumption of electricity for power and/or lighting associated with its use and shall pay all costs associated therewith. Licensor shall make available for Licensee's use in operating the Antenna Facilities electricity at such service levels as are set forth in Exhibit A. Licensee shall have the right to install necessary conduit and sleeving from the roof to the point of connection within the Building. Licensor shall act diligently to correct the cause of any temporary variation, interruption or failure of utility service that may occur.

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

8. ACCESS. Licensor shall provide Licensee ingress and egress from an open and improved public road, and access over and under the Property and to and within the Building adequate to service the Antenna Facilities at all times during the term of this License or any renewal thereof at no additional charge to Licensee.

9. INSURANCE.



a. Licensee shall provide Commercial Liability Insurance in an aggregate amount of One Million Dollars (\$1,000,000.00) and name Licensor as an additional insured on the policy or policies. Licensee may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance Licensee may maintain.

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. Prior to commencement of the License Term Licensee shall provide to Licensor a copy of the policy and endorsements.

10. DESTRUCTION OF PROPERTY. If the Property, Building or the Premises are destroyed or damaged so as, in Licensee's judgment, to hinder the effective use of the Antenna 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 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 License Fee prepaid by Licensee.

11. INDEMNITY AND HOLD HARMLESS. Licensee agrees to indemnify and hold Licensor harmless from any and all claims arising from the installation, use, maintenance, repair or removal of Licensee's Antenna Facilities, except to the extent such claims arise from the negligent or intentional acts or omissions of Licensor, its agents or independent contractors.

12. NOTICES. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Licensor, to: Douglas County, Nevada  
Attention: Richard Mirgon  
Post Office Box 218  
Minden, Nevada 89423

If to Licensee, to: Cellular One  
1750 Howe Avenue, Suite 102  
Sacramento, California 95825  
Attention: Director of Operations

With a copy to: McCow Cellular Communications, Inc.  
Legal Department,  
1750 Howe Avenue, Suite 300  
Sacramento, California 95825  
Attention: Steven P. Goldman

13. TERMINATION. This License may be terminated, without penalty or further liability, on thirty (30) days written notice as follows: (a) by either party at the end of each five (5) year anniversary of the Commencement Date; (b) by either party upon a 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 if it is unable to obtain or maintain any license, permit or other Governmental Approval necessary to the construction an/or operation of the Antenna Facilities or the Licensee's business; (d) by Licensee if the Property or Building is or becomes unacceptable under Licensee's design or engineering specifications for the Antenna Facilities or the communications system to which the Antenna Facilities belong; or (e) by Licensor to the extent that removal of Licensee's antenna Facilities is necessary to complete any Building improvements or repairs determined by Douglas County to be in the County's best interests.

14. 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 Antenna Facilities located on the licensed real property.

15. TITLE AND AUTHORITY. Licensor warrants that (i) it has full right, power and authority to execute this License Agreement; and (ii) it has good and unencumbered title to the property and the Building free and clear of any liens or mortgages.

16. NO INTEREST OR ESTATE CREATED. Licensee agrees that it does not claim and shall not claim any interest or estate of any kind or extent whatsoever in the licensed real property.

17. TRANSFER, ASSIGNMENT OR SUBLICENSE. The rights of each

party under this Agreement are personal to that party and may not be assigned, transferred or sublicensed to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

18. WAIVER OF LIEN. Licensor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof which shall be deemed personal property for the purposes 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.

19. 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 Antenna Facilities.

20. 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.

21. GOVERNING LAW. The parties hereby acknowledge and agree that this License Agreement will be construed and enforced in accord with the laws of the State of Nevada.

22. VENUE. The parties agree that any action brought on this Agreement shall be brought and maintained in Nevada.

23. HEADINGS. The Headings on this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

24. 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.

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

26. ATTORNEY'S FEES AND COSTS. The substantially prevailing party in any litigation or other proceeding arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

27. 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.

DATED as of the first date set forth above.

LICENSOR:

DOUGLAS COUNTY, NEVADA

By:

  
\_\_\_\_\_  
RICHARD GRUBER  
COUNTY MANAGER

APPROVED AS TO CONTENT:

By: *[Signature]*  
DICK MIRGON  
COMMUNICATIONS CENTER MANAGER

APPROVED AS TO FORM:

By: *[Signature]*  
DEPUTY DISTRICT ATTORNEY

LICENSEE:

RENO CELLULAR TELEPHONE COMPANY

By: *[Signature]*  
MICHAEL D. BRINK  
DIRECTOR OF TECHNICAL SERVICES

EXHIBIT "A"

To the Rooftop License Agreement dated \_\_\_\_\_,  
1992 by and between Douglas County, as Landlord and Reno Cellular  
Telephone Company as Tenant.

1. Tenant's equipment to be placed on the Building (the "Antenna Facilities") shall include the following:

To be determined with County approval

2. The Antenna Facilities shall be located on the roof of the Building in the following approximate locations:

To be determined with County approval

3. The Antenna Facilities shall be provided with utility service as follows:

To be determined with County approval

4. The Building space shall be provided as follows:

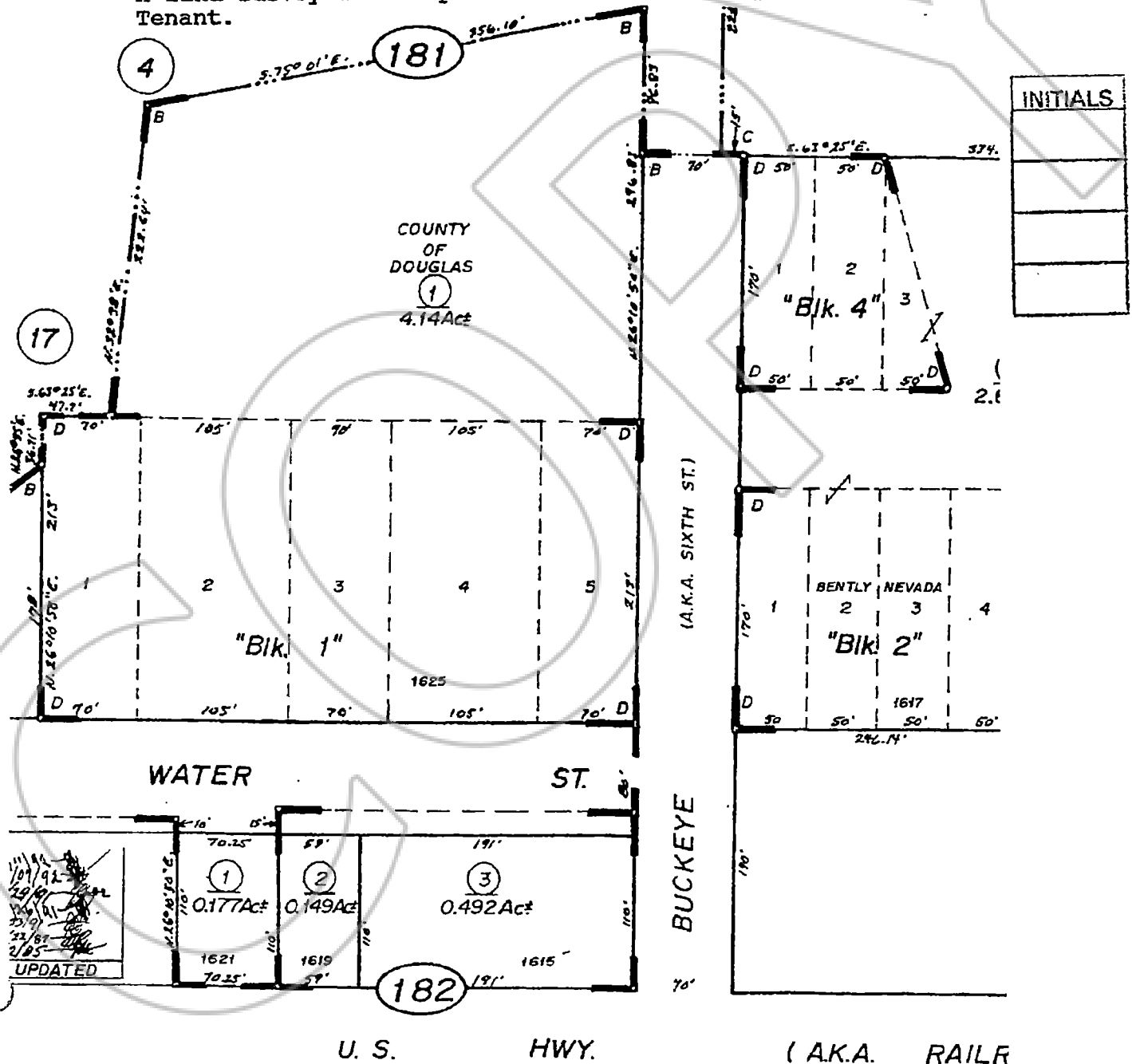
To be determined with County approval

**EXHIBIT B**

to the Agreement dated \_\_\_\_\_, 1992 by and between Douglas, County of as ("Landlord") and Reno Cellular Telephone Company as ("Tenant").

The location of the Premises within the Property is more particularly described or depicted as follows:

A land survey will replace this Exhibit B upon receipt thereof by Tenant.



INITIALS



EXHIBIT B

to the Agreement dated \_\_\_\_\_, 1992 by and between Douglas, County of as ("Landlord") and Reno Cellular Telephone Company as ("Tenant").

The Property is legally described as follows:

INITIALS

ASRGINQ      SITUS      SECURED PROPERTY INQUIRY      SITUS      10/20/92  
Next Parcel      13:47:54

PARCEL 25-181-01  
Name DOUGLAS COUNTY

Address P O BOX 218      City MINDEN      State NV Zip 89423  
T 13 N R 20 E S 29 Lot 1-5      Block      Acres      4.140

Description JUDICIAL BUILDING      \*\*Situs Information\*\*  
Tax Area 510      Address 1625 WATER ST

From Parcel 2-517-01 To Parcel      Unit#      Use Code 41 Area  
Book: 883      Page: 1757      Split To      Create Date 0/00/00

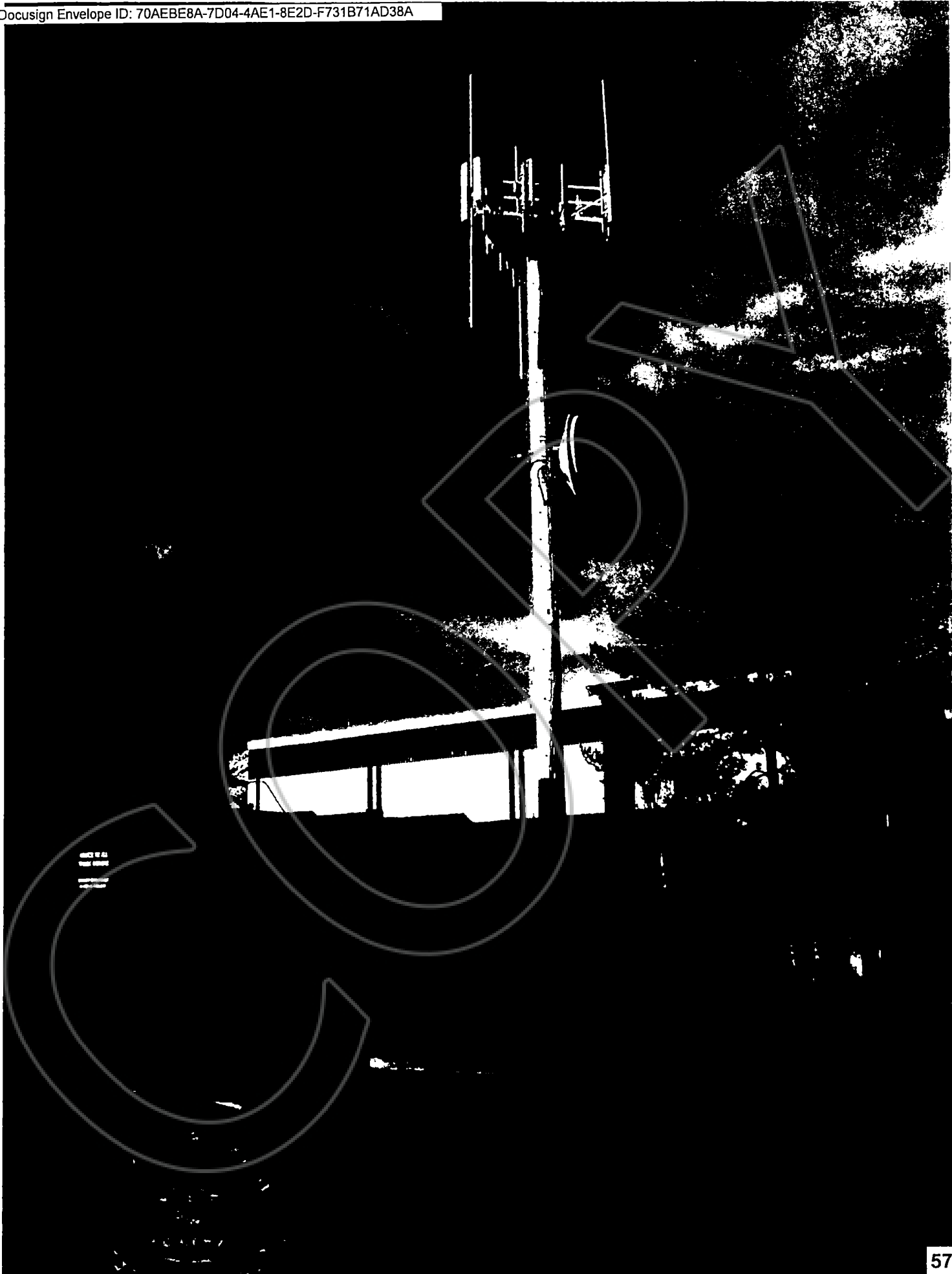
	**Values**	**Detail**
Land	284,025	
Improve	1,893,828	
FP W/det		
Exempt	2,177,853	*
New Cnstr		
TOTAL ASD		
Sales Bank		
Livestock		
Ag Lien		

\*\*\*\* Appraisal Information \*\*\*\*  
 Construction Date 10/24/81  
 SQ FT...Primary 67515 Garage  
 App Date      App ID  
 Under Const %      Assd Yr 87  
 Replacement Value (New)

Last Action Date 2/21/92

CF05 - Display A/R Balances  
CF01 - Exit      CF06 - Display New Construction A/R      Rollup      Rolldown

02-43      SA      MW      KS      IM      II      S1 A6 KB



DATE OF AS  
THIS DRAWING  
REVISIONS

COPY

Douglas County

State of Nevada

**CERTIFIED COPY**

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

24th day of April, 2024

By Christina Balala Deputy