

Community Services Department
Planning and Building

AMENDMENT OF CONDITIONS
APPLICATION



Community Services Department
Planning and Building
1001 E. Ninth St., Bldg. A
Reno, NV 89512-2845

Telephone: 775.328.6100

Washoe County Development Application

Your entire application is a public record. If you have a concern about releasing personal information, please contact Planning and Building staff at 775.328.6100.

Project Information		Staff Assigned Case No.: _____	
Project Name: T-Mobile			
Project Description: Project Tower - Install 17' extension to faux pine tree with (6) antennas, (6) RRU's, (2) Hybrid Cables and related equipment. Project Ground - Install (2) Equipment cabinets and associated utilities within the physical dimensions of the existing facility and easements.		Project Eligible Facilities Request under Section 6409 of the Spectrum Act. T-Mobile Modification to Existing Telecom Facility.	
Project Address: 5961 Hidden Highlands Dr., Reno		Project Area (acres or square feet): 60 Sq. Ft. (6' x 10')	
Project Location (with point of reference to major cross streets AND area locator): The communication facility is in the Golf Course Maintenance Yard of the Hidden Valley Country Club off Hidden Highlands Dr.			
Assessor's Parcel No.(s): 051-400-30		Parcel Acreage: 1.1	
Indicate any previous Washoe County approvals associated with this application: Case No.(s). WSUP17-0025			
Applicant Information (attach additional sheets if necessary)			
Property Owner:		Professional Consultant:	
Name: Hidden Valley Country Club		Name:	
Address: [REDACTED]		Address:	
Reno, NV Zip: 89502		Zip:	
Phone: [REDACTED] Fax: N/A		Phone: Fax:	
Email: [REDACTED]		Email:	
Cell: N/A Other: N/A		Cell: Other:	
Contact Person: Robby Kearney - General Manager		Contact Person:	
Applicant/Developer:		Other Persons to be Contacted:	
Name: Precision Site Development on behalf of T-Mobile		Name:	
Address: [REDACTED]		Address:	
Roseville, CA Zip: 95747		Zip:	
Phone: [REDACTED] Fax: N/A		Phone: Fax:	
Email: [REDACTED]		Email:	
Cell: N/A Other: N/A		Cell: Other:	
Contact Person: Jeremy Jordan		Contact Person:	
For Office Use Only			
Date Received:		Initial:	
County Commission District:		Planning Area:	
CAB(s):		Master Plan Designation(s):	
		Regulatory Zoning(s):	



DELEGATION OF AUTHORITY

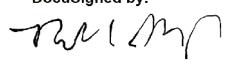
I, Richard Rossi, Executive Vice President, President, U.S. Tower Division (the "Delegator") of American Tower Corporation ("ATC," and together with its subsidiaries, the "Company"), pursuant to the Company's Delegation of Authority Policy (the "Policy") hereby delegate to Regan Buckley, Vice President, Property Management, U.S. Tower Division, (the "Delegate"), effective as of the date written below, authority:

- to approve on behalf of the Company any budgeted Tower Asset Protection Program ("TAPP") transactions, provided that the annual, single year, or cumulative economic impact in connection with any particular TAPP transaction shall not exceed the amount of One Million dollars (\$1,000,000.00); and
- to approve and sign on behalf of the Company any contracts, agreements and other documents relating to letters of authorization to allow the Company's customers and their customer's vendors and contractors to apply for required permits for items related to, without limitation, the building, installation, modification, zoning or repair of the customer's installations at the Company's tower sites.

This Delegation may be revoked at any time by the Delegator and shall automatically terminate in the event that the Delegate ceases to be employed within the Delegator's functional unit.

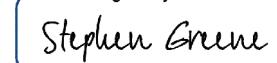
The authority provided by this Delegation may not be further delegated by the Delegate (or by anyone to whom the Delegate has permissibly delegated such authority pursuant to this provision) unless such further delegation is expressly authorized in writing by the Delegator, which express authorization shall be kept with the final execution copy of this Delegation.

IN WITNESS WHEREOF, I have duly executed this Delegation of Authority pursuant to the office noted, this 13th day of January 2025.

— DocuSigned by:

A03661EDA43E4BD...
Richard Rossi
Executive Vice President
President, U.S. Tower Division

Certification

I, Stephen Greene, as Assistant Secretary of American Tower Corporation, do hereby certify that Richard Rossi is the duly elected and qualified Executive Vice President, President, U.S. Tower Division of American Tower Corporation.

— DocuSigned by:

F0B3B926F2974E3...
Stephen Greene
Assistant Secretary

Prepared by and Return to:

Attorney, Emily Lacy, Land Management
Site No: 206312
Site Name: Hidden Valley Country Club NV
c/o American Tower
10 Presidential Way
Woburn, MA 01801

Prior Recorded Lease Reference:

Instrument No. 4846255
State of Nevada
County of Washoe

Assessor's Parcel No.: 051-400-30

(Recorder's Use Above this Line)

STATE OF NEVADA

Assessor's Parcel No.: 051-400-30

COUNTY OF WASHOE

EASEMENT AND ASSIGNMENT AGREEMENT

This Easement Agreement ("*Agreement*") dated as of 4/5, 2021 (the "*Effective Date*"), by and between **Hidden Valley Country Club**, a Nevada non-profit corporation ("*Grantor*") and **American Tower LLC**, a Delaware limited liability company ("*Grantee*").

BACKGROUND

Grantor is the owner of the real property described in Exhibit "A" attached hereto and by this reference made a part hereof (the "*Premises*"). Grantor desires to grant to Grantee certain easement rights with respect to the Premises, as more particularly described below, and subject to the terms and conditions of this Agreement.

AGREEMENTS

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Easements.** Subject to the rights of lessee under that certain Option and Land Lease Agreement dated August 29, 2018 by and between Grantor, as lessor thereunder, and Sacramento Valley Limited Partnership, d/b/a Verzion Wireless, as lessee thereunder, as amended from time to time (the "*Lease*"), Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants, bargains, sells, transfers and conveys to Grantee, its successors and/or assigns: (i) a fifty (50) years term exclusive easement (the "*Exclusive Easement*") in and to that portion of the Premises more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof (the "*Exclusive Easement Area*"); and (ii) a fifty (50) year term, non-exclusive easement (the "*Access and Utility Easement*"; the Exclusive Easement and Access and Utility Easement, collectively, the "*Easements*") in and to that portion of the Premises more particularly described on Exhibit "C" attached hereto and by this reference made a part hereof (the "*Access and Utility Easement Area*"; the Access and Utility Easement Area and Exclusive Easement Area, collectively, the "*Easement Areas*"). The Easement Areas shall be used for the purposes set forth herein and shall expressly include that portion of the Premises upon which any of Grantee's fixtures, structures, equipment or other personal property are located as of the date of this Agreement.

2. **Private Easement.** Nothing in this Agreement shall be deemed to be a dedication of any portion of the Easement Areas for public use. All rights, easements and interests herein created are private and do not constitute a grant for public use or benefit.

3. **Successors Bound.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming any interest under them.

4. **Duration.** The duration of this Agreement and the Easements granted herein (the "**Term**") shall be a fifty (50) year term, unless Grantee provides written, recordable notice of Grantee's intent to terminate this Agreement and the Easements described herein, in which event this Agreement, the Easements, and all obligations of Grantee hereunder shall terminate upon Grantee's recordation of any such notice. For the avoidance of doubt, Grantee may, in its sole and absolute discretion, unilaterally terminate this Agreement, the Easements, and all of Grantee's obligations hereunder without the approval of or consent of Grantor as provided in the immediately preceding sentence. In the event Grantee, or its successors, abandons its use of the Easements, then Grantor, or its successors, may terminate this Agreement and the Easements conveyed herein by providing legally sufficient evidence of such abandonment and following such termination all right and title to the land constituting the Easement Areas shall revert back to Grantor. Abandonment shall be deemed to have occurred if neither Grantee nor any of its affiliates, customers, tenants, subtenants, employees or agents, use the Easement Areas in any manner (such use shall be construed broadly to include, but not be limited to, use of the tower for the broadcast and receipt of telecommunications signals, maintenance of the tower or the equipment located on the Exclusive Easement Area, or maintenance and/or upkeep of the Exclusive Easement Area) for a consecutive period of five (5) years, and, following the expiration of such five (5) year period, do not respond within forty-five (45) days of Grantee's receipt of written notice from Grantor asserting such abandonment.

5. **Easement Consideration.** Grantor hereby acknowledges the receipt, contemporaneously with the execution hereof, of all consideration due hereunder. Accordingly, no additional consideration shall be due during the Term.

6. **Use of Easement Areas.**

a. **Exclusive Easement.** The Exclusive Easement Area may be used by Grantee and any of its affiliates, customers, tenants, subtenants, lessees, licensees, successors, and/or assigns together with any of the employees, contractors, consultants, and/or agents of the foregoing (collectively, the "**Permitted Parties**") for the purposes of installing, constructing, maintaining, operating, modifying, repairing and/or replacing improvements, equipment, structures, fixtures, a communications tower, antennae and other personal property as Grantee may deem necessary or appropriate, which may be located on or in the Exclusive Easement Area from time to time, for the facilitation of communications and other related uses. Any such property, including any equipment, structures, fixtures and other personal property currently on or in the Exclusive Easement Area, shall not be deemed to be part of the Premises, but instead shall remain the property of Grantee or the applicable Permitted Parties. At any time during the Term and at any time within 150 days after the termination of this Agreement, Grantee and/or any applicable Permitted Parties may remove their equipment, structures, fixtures and other personal property from the Easement Areas. Grantee may make, without the consent or approval of Grantor, any improvements, alterations or modifications to the Exclusive Easement Area as are deemed appropriate by Grantee, in its sole and absolute discretion. Grantee shall have the unrestricted and exclusive right, exercisable without the consent or approval of Grantor, to lease, sublease, license, or sublicense any portion of the Exclusive Easement Area, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Agreement. Grantor shall not have the right to use the Exclusive Easement Area for any reason and shall not disturb Grantee's nor any Permitted Parties' right to use the Exclusive Easement Area in any manner. Grantee may, at Grantee's sole and exclusive option, construct a fence around all or any part of the Exclusive Easement Area and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement Area.

b. **Access and Utility Easement.** The Access and Utility Easement shall be used by Grantee and the Permitted Parties for pedestrian and vehicular (including trucks) ingress and egress to and from the Exclusive Easement Area at all times during the Term on a seven (7) days per week, twenty-four (24) hours per day basis. Grantee shall have the non-exclusive right to construct, reconstruct, add, install, improve, enlarge, operate, maintain and remove its overhead and underground utilities, including, without limitation, electric, fiber, water, gas, sewer, telephone, and data transmission lines (including wires, poles, guys, cables, conduits and appurtenant equipment) in, on, or under the Access and Utility

Easement Area in order to connect the same to utility lines located in a publicly dedicated right of way. Notwithstanding the foregoing, Grantor shall not in any manner prevent, disturb, and/or limit access to the Access and Utility Easement Area or use of the Access and Utility Easement by Grantee or any of the Permitted Parties, and Grantor shall not utilize the Access and Utility Easement Area in any manner that interferes with Grantee's or any of the Permitted Parties' use of such area as expressly provided herein. The Access and Utility Easement and the rights granted herein with respect to the same shall be assignable by Grantee to any public or private utility company to further effect this provision without the consent or approval of Grantor.

7. Non-Compete. During the Term, Grantor shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Premises or Grantor's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "*Third Party Competitor*"), without the prior written consent of Grantee, which may be withheld, conditioned, and/or delayed in Grantee's sole, reasonable discretion.

8. Assignment. Grantee may assign this Agreement, in whole or in part, to any person or entity at any time without the prior written consent or approval of, or notice to, Grantor, including, but not limited to, an affiliate of Grantee. If any such assignee agrees to assume all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all of its obligations, duties and liabilities hereunder.

9. Covenants; Representations; Warranties.

a. Grantor hereby represents and warrants to Grantee the following: (i) Grantor is the owner in fee simple of the Easement Areas, free and clear of all liens and encumbrances, except for those matters that are of public record; (ii) Grantor has the full authority and power to enter into and perform its obligations under this Agreement, and, to the extent applicable, the person or persons executing this Agreement on behalf of Grantor have the authority to enter into and deliver this Agreement on behalf of Grantor; (iii) to the best of Grantor's knowledge, there is no condemnation proceeding pending or threatened against all or any portion of the Premises; (iv) no claim, litigation, proceeding, or investigation is pending or, to the best of Grantor's knowledge, threatened against Grantor or all or any portion of the Premises that could affect Grantee's use of the Easement Areas as contemplated herein; (v) Grantor has not filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors or suffered the appointment of a receiver to take possession of substantially all of its assets; (vi) to the best of Grantor's knowledge, the Premises is in compliance with all applicable laws, ordinances and regulations, including those governing Hazardous Materials (as defined below); (vii) to the best of Grantor's knowledge, there is no proceeding pending or threatened to change the zoning status of the Premises; (viii) Grantor is not indebted to any party, including, without limitation, any local or state or the federal government for which a lien or claim of lien has been or could be asserted against all or any portion of the Premises; (ix) except for the Lease, there are no other leases, written or oral, affecting all or any portion of the Easement Areas, except for any agreements entered into between Grantee or its affiliates and third parties; (x) the Easement Areas do not constitute or form a part of Grantor's homestead, or, in the event that the Easement Areas are located upon homestead property, then Grantor's spouse (if applicable) shall join in the execution of this Agreement; (xi) Grantor has paid all taxes, assessments, charges, fees, levies, impositions and other amounts relating to the Premises due and payable prior to the Effective Date; and (xii) Grantee shall peaceably and quietly hold, exercise, and enjoy the Easements during the Term without any hindrance, molestation or ejection by any party whomsoever.

b. During the Term, Grantor shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Premises, including the Easement Areas. Grantor shall not be responsible for payment of any taxes based upon income to Grantee generated by this Agreement. Grantee hereby agrees to reimburse Grantor for any personal property taxes in addition to any increase in real property taxes levied against the Premises that are directly attributable to Grantee's improvements on the Easements (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Grantor must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Grantee) of such personal property taxes or real property tax increase to Grantee along with proof of payment of the same by Grantor. Anything to the contrary notwithstanding, Grantor shall not be entitled to reimbursement from Grantee for any costs associated with an increase in the value of Grantor's real property calculated based on any monetary consideration paid from Grantee to Grantor. Additionally, Grantor is only eligible for reimbursement by Grantee for any applicable taxes if Grantor requests such reimbursement within one (1) year after the date such taxes became due. Grantor shall submit requests for reimbursement in writing to: *American*

Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801 unless otherwise directed by Grantee from time to time. Subject to the requirements set forth in this Section, Grantee shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Grantor. Grantee shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Grantee. If Grantor fails to pay when due any taxes affecting the Premises as required herein, Grantee shall have the right, but not the obligation, to pay such taxes on Grantor's behalf and: (i) deduct the full amount of any such taxes paid by Grantee on Grantor's behalf from any future payments required to be made by Grantee to Grantor hereunder; (ii) demand reimbursement from Grantor, which reimbursement payment Grantor shall make within twenty (20) days of such demand by Grantee; and/or (iii) collect from Grantor any such tax payments made by Grantee on Grantor's behalf by any lawful means.

c. Without Grantee's prior written consent, which consent may be withheld or conditioned in Grantee's sole and absolute discretion, Grantor shall not (i) cause any portion of the Easement Areas to be legally or otherwise subdivided from any master tract of which it is currently a part, or (ii) cause any portion of the Easement Areas to be separately assessed for tax purposes.

d. Grantor shall not suffer, grant, create, transfer, or convey (or cause to be suffered, granted, created, transferred, or conveyed) any claim, lien, encumbrance, easement, interest, restriction or other charge or exception to title to the Easement Areas or any other portion of the Premises that would adversely affect Grantee's use of the Easement Areas as contemplated herein.

e. Grantor shall not, and shall not permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Premises in violation of any Environmental Laws (as defined below). As used herein, "**Hazardous Materials**" shall mean any: contaminants, oils, asbestos, PCBs, hazardous substances, or wastes as defined by federal, state, or local environmental laws, regulations, or administrative orders or other materials the removal of which are required or the maintenance of which are prohibited or regulated by any federal, state, or local governmental authorities having jurisdiction over all or any portion of the Premises. As used herein, "**Environmental Laws**" shall mean any laws, regulations, ordinances, and/or administrative orders applicable to all or any portion of the Premises, which govern Hazardous Materials.

f. Grantee shall not, and shall not permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Easement Areas in violation of any Environmental Laws.

g. Grantor hereby agrees to and does indemnify and shall defend and hold harmless Grantee and its officers, directors, shareholders, agents, contractors, and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Grantor of any representation, warranty or covenant of Grantor contained herein.

h. The representations, warranties, covenants, agreements, and indemnities contained in this section shall survive the execution and delivery of this Agreement indefinitely.

10. **Non-Disturbance.** During the Term, Grantor will not improve or alter the Premises or grant, convey, transfer, or otherwise enter into any other easement, ground lease, lease, license, or similar agreement or contract with respect to any portion of the Premises if the same would interfere with, disturb, limit, or impair Grantee's permitted use of the Easement Areas. Grantor hereby acknowledges that Grantee and the Permitted Parties are currently utilizing the Exclusive Easement Area for the purpose of transmitting and receiving communication signals, including, but not limited to, wireless telecommunications signals. Grantor and Grantee recognize and acknowledge that Grantee's use of the Easement Areas set forth in this Agreement would be materially frustrated if the communications signals were blocked or otherwise interfered with, or if access and/or utilities to and from the Exclusive Easement Area were inhibited, even if temporarily. Grantor, for itself, its successors and assigns, hereby agrees to use commercially reasonable efforts to prevent the occurrence of any of the foregoing and shall promptly undertake commercially reasonable remedial action necessary to comply with the terms and provisions of this Section. Grantee shall have the express right, among others, to seek an injunction to prevent any of the activities prohibited by this Section. Nothing in this Section shall require Grantor to take any remedial action with respect to third parties over which it has no control.

11. **Grantee's Securitization Rights; Estoppel.** Grantor hereby consents to the granting by Grantee of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in

Grantee's interest in this Agreement (but not the real property comprising Premises or any portion thereof) and all of Grantee's property and fixtures attached to and lying within the Exclusive Easement Area and further consents to the exercise by Grantee's mortgagee ("**Grantee's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Grantor shall recognize the holder of any such Security Interest of which Grantor is given prior written notice (any such holder, a "**Holder**") as "Grantee" hereunder in the event a Holder succeeds to the interest of Grantee hereunder by the exercise of such remedies. Grantor further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Grantee or Holder.

12. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth below:

To Grantee:	American Tower LLC c/o American Tower 10 Presidential Way Woburn, MA 01801	To Grantor:	Hidden Valley Country Club 3575 Hidden Valley Drive Reno, NV 89502 Attn: President
With copy to:	American Tower LLC c/o American Tower 116 Huntington Avenue Boston, MA 02116 Attn: Legal Department		

Grantor or Grantee, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

13. **Force Majeure.** The time for performance by Grantor or Grantee of any term, provision, or covenant of this Agreement shall automatically be deemed extended by time lost due to delays resulting from strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.

14. **Miscellaneous.** This Agreement shall be recorded at the sole expense of Grantee and shall be governed by and construed in all respects in accordance with the laws of the State of Nevada, without regard to the conflicts of laws provisions. The captions and headings herein are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions, scope or intent of this Agreement. This Agreement and any other documents executed in connection herewith, constitute the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressly set forth herein. Grantee has not provided any legal or tax advice to Grantor in connection with the execution of this Agreement. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement that is signed by each of the parties hereto.

15. **Cumulative Remedies.** Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to Grantor or Grantee in this Agreement, or in any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantor or Grantee.

16. **Counterparts.** This Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though Grantor and Grantee are not signatories to the original or the same counterpart.

17. **Severability.** Should any part or provision of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions of the

Site No: 206312
Site Name: Hidden Valley Country Club NV

Agreement, and they shall remain in full force and effect and this Agreement shall be construed as if such part or provision had been so limited or as if such provision had not been included herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning zoning, subdivision or land use, or should any court of competent jurisdiction, make the sale of the Easements herein either void or voidable, Grantor agrees that upon the written request of Grantee, the parties shall execute a reasonably acceptable ground lease between Grantor, as landlord, and Grantee, as tenant (with the Exclusive Easement area being the leased premises therein, and the Access and Utility Easement area remaining a non-exclusive easement for access and utility purposes) for uses consistent with those set forth herein. The parties agree that no additional consideration shall be paid to Grantor for entering into such a lease and said lease must (a) expressly provide that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of the leased premises or to permit sublessees or licensees to utilize the non-exclusive easement for access and utilities, and (b) be for a term of fifty (50) years, or the remaining balance of the Term, whichever is shorter, or as long as permitted by applicable law

18. Attorney's Fees. If there is any legal action or proceeding between Grantor and Grantee arising from or based on this Agreement, the non-prevailing party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements, actually incurred by such prevailing party in connection with such proceeding and in any appeal in related thereto. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

19. Government Approvals/Applications. Grantor hereby covenants and agrees that (a) neither Grantor nor any affiliate of Grantor shall at any time oppose in any manner (whether at a formal hearing, in written documentation, or otherwise) any zoning, land use or building permit application of Grantee related to the Easement Areas, so long as they are not inconsistent with this Agreement and (b) Grantor shall promptly cooperate with Grantee in making application for and/or otherwise obtaining all licenses, permits, and any other necessary approvals that may be required for Grantee's permitted use of the Easement Areas, as defined in this Agreement.

20. Assignment of Ground Lease. The parties hereby acknowledge and agree that the Premises is currently subject to that certain Option and Land Lease Agreement dated August 29, 2018 originally by and between Hidden Valley Country Club, as Lessor, and Sacramento Valley Limited Partnership d/b/a Verizon Wireless, as Lessee, as amended from time to time (collectively, the "Lease"), as evidenced by that certain memorandum of lease recorded in the records of Washoe County, Nevada. Grantor hereby acknowledges and agrees that there currently exists no default under the Lease, and no conditions that, with the passage of time, would constitute a default under the Lease. Grantor hereby assigns, transfers, sets over and delivers to Grantee all of Grantor's rights, title and interests in, to, and/or under the Lease, including, without limitation, all rents and other monies due to Grantor under the Lease from and after the Effective Date, and Grantee hereby accepts and assumes all of the obligations which are the responsibility of the landlord under the Lease from and after the Effective Date. Grantor hereby releases and forever remises Grantee from all claims arising under the Lease for any period prior to the Effective Date. Grantor hereby indemnifies and holds Grantee harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) which are actually asserted, instituted, assessed, incurred, and/or sustained against or by Grantee and/or the Permitted Parties with respect to or in connection with matters arising or accruing under the Lease prior to the Effective Date. Grantee hereby indemnifies and holds Grantor harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) which are actually asserted, instituted, assessed, incurred, and/or sustained against or by Grantor with respect to or in connection with matters arising or accruing under the Lease from and after the Effective Date.

21. Further Acts; Attorney-In-Fact. Grantor, at Grantee's sole cost and expense, shall reasonably cooperate with Grantee in executing any documents necessary to protect Grantee's rights under this Agreement or Grantee's use of the Easements and to take such action as Grantee may be reasonably required to effect the intent of this Agreement. Grantor hereby agrees to respond to all written requests from Grantee for execution of documents within thirty (30) days of Grantor's receipt of any such request(s). If Grantor does not respond to Grantee's written request to execute such document(s) including, without limitation, a land-use, building permit or zoning application directly related to the permitted uses of the Easement Areas as contemplated under this Agreement, within said thirty (30) day period, Grantor hereby appoints Grantee as Grantor's attorney-in-fact for the limited purpose of preparing, executing, delivering, and

submitting any such documents that are directly related to Grantee's permitted uses of the Easement Areas, on behalf of Grantor, to federal, state and local governmental authorities. This Section shall not be interpreted to allow Grantee to file and execute government permits on behalf of Grantor that expand or modify the size of the Easement Areas.

22. Survey. Grantee may elect, at Grantee's expense, to cause a boundary, as-built or similar survey of all or any portion of the Easement Areas (the "Survey") to be prepared by a surveyor duly licensed under the laws of the state in which the Premises is located. Grantor further agrees that upon receipt of written notice from Grantee to Grantor, Grantor will reasonably cooperate with Grantee's request to replace Exhibit B and Exhibit C with a revised Exhibit B and Exhibit C depicting and/or describing the Exclusive Easement Area and Access and Utility Easement Area, as applicable, in accordance with the Survey prepared at Grantee's election, provided such revised Exhibit B and/or Exhibit C are consistent with the intent of the parties, and does not unreasonably expand or modify the Easement Areas.

23. Waiver. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL GRANTOR OR GRANTEE BE LIABLE TO THE OTHER FOR, AND GRANTOR AND GRANTEE HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY, AND SIMILAR DAMAGES.

24. Condemnation. In the event Grantor receives notification of any condemnation proceeding affecting the Easement Areas, or any portion thereof, Grantor shall provide notice of the proceeding to Grantee within forty-eight (48) hours. If a condemning authority takes all of the Easement Areas, or any portion thereof, Grantee shall be entitled to pursue Grantee's own award in the condemnation proceeds, which for Grantee will include, where applicable, the value of its communications facility, moving expenses, consideration paid to Grantor for the Easements, and business dislocation expenses.

[END OF DOCUMENT – SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth below.

GRANTOR:

Hidden Valley Country Club, Inc
a Nevada non-profit corporation

Signature: Randall Jacob
Print Name: RANDALL JACOBE AKA RANDY JACOBE
Title: PRESIDENT H.V.C.C.
Date: 11/15/2020

2 WITNESSES

Signature: _____
Print Name: _____
Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

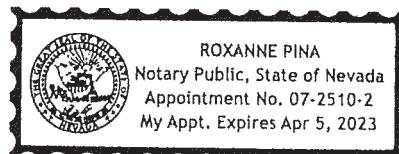
State of Nevada

County of Washoe

On this 16th day of November, 2020, before me, the undersigned Notary Public, personally appeared RANDY JACOBE, 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 which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Roxanne Pin
Notary Public
Print Name: Roxanne Pin
My commission expires: April 15, 2021



[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

GRANTEE:

American Tower LLC,
a Delaware limited liability company

Signature: Carol Maxime
Print Name: Carol Maxime
Title: Senior Counsel, US Tower

4/5/2021

2 WITNESSES

Signature: Gina Nguyen
Print Name: Gina Nguyen
Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this the 5th day of April 2021, before me, the undersigned Notary Public, personally appeared Carol Maxime, Senior Counsel, personally known to me (or 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 which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

BichNgoc Gina Thi Nguyen
Notary Public
My Commission Expires: _____

{Seal}

Attachments:

- Exhibit "A" – Premises
- Exhibit "B" – Exclusive Easement Area
- Exhibit "C" – Access and Utility Easement Area

Exhibit "A"
The Premises

This Exhibit A may be replaced, upon prior approval of Grantor, by descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Premises

The following describes a parcel of land situate within the South 1/2 of Section 22 and Section 27, both within Township 19 North, Range 20 East, M.D.B.&M., Washoe County, Nevada, being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 4, Block U, Hidden Valley Subdivision No. 5, as shown on the Official Plat thereof, Document No. 280313, recorded in the Official Records of Washoe County, Nevada, on October 25, 1957, said corner also shown on the Record of Survey for Hidden Valley Properties, Inc., Survey Map No. 1138, Document No. 505934, recorded in the Official Records of Washoe County, Nevada on December 29, 1977.

Thence along lines shown on said map the following six courses:

S. 14°34'44" W. 404.27 feet;

S. 32°38'03" E. 2268.34 feet;

S. 46°17'21" E. 438.16 feet;

N. 75°50'34" E. 159.83 feet to a point from which the South 1/4 corner of, said Section 27 bears S. 04°42'24" W. 397.57 feet;

N. 00°31'44" E. 1444.23 feet to a point being a 1/2" diameter iron pin tagged R.E. 933;

N. 75°38'54" E. 379.31 feet to the Northwest corner of Lot 6, Block B, Surrey Place Unit No. 1, as shown on the Official Plat thereof, Document No. 48186, recorded in the Official Records of Washoe County, Nevada on December 23, 1965, said corner being a 5/8" diameter iron pin tagged R.L.S. 3919;

Thence along the Northwesterly and Westerly boundaries of said subdivision of the following two courses:

N. 75°52'00" E. 250.00 feet;

N. 22°22'00" E. 547.84 feet to the Southwest corner of Lot 13, Block M, Hidden Valley Subdivision No. 1, as shown on the Official Plat thereof, Document No. 276328, recorded in the Official Records of Washoe County, Nevada on July 8, 1957;

[LEGAL DESCRIPTION CONTINUED ON FOLLOWING PAGE]

Exhibit "A" (Continued)

Thence along the Westerly boundary of said subdivision the following two courses:

N. 22°22'00" E. 462.16 feet to the North corner of Lot 15, Block M, of said subdivision;

N. 01°27'00" W. 1135.06 feet to the Southwest corner of the walkway, as shown on said plat;

Thence along the West line of said walkway, N. 01°27'00" W. 303.61 feet;

Thence departing said line, S. 82°36'08" E. 20.24 feet to the Northwest corner of the John Dermody parcel, Document No. 290558, recorded in the Official Records of Washoe County, Nevada on June 12, 1958;

Thence along the Northerly line of said parcel, S. 82°36'08" E. 259.01 feet to the Northeast corner of said parcel, said corner being on the Westerly right-of-way line of Hidden Valley Drive of said subdivision;

Thence along said line-the following two courses:

N. 07°23'52" E. 646.94 feet to the beginning of a curve to the left; 95.50 feet along the arc of said curve having a radius of 1660.00 feet and a central-angle of 03°17'47" to the Southeast corner of Washoe Meadows Subdivision as shown on the Official plat thereof, Document No. 24597 recorded in the Official Records of Washoe County, Nevada on April 6, 1965;

Thence along the South and West boundaries of said subdivision the following two courses:

N. 89°46'00" W. 387.57 feet;

N. 01°27'00" W. 780.11 feet to the Southeast corner of Parcel 1 as described in the deed to Hidden Valley, Ltd., Document No. 533242, recorded on May 22, 1978;

Thence along the Southerly and Westerly lines of said parcel the following two courses:

N. 86°53'37" W. 543.10 feet;

N. 12°14'59" W. 657.79 feet to the Southeast corner of Parcel 2 as described in said deed;

Thence along the South line of said parcel, N. 80°03'00" W. 167.17 feet to a point on the Southerly right-of-way line of Hidden Valley Drive said point being on a curve to the left, the tangent of which bears S. 78°47'25" W.;

Thence 116.38 feet along the arc of said curve having a radius of 933.59 feet and a central angle of 07°08'31" to the Northeast corner of Lot 29, Block Z, Hidden Valley Subdivision No. 3, as

[LEGAL DESCRIPTION CONTINUED ON FOLLOWING PAGE]

Exhibit "A" (Continued)

shown on the Official Plat thereof, Document No. 288397, recorded in the Official Records of Washoe County, Nevada on June 10, 1958;

Thence along the Easterly line of said subdivision the following two courses:

S. $38^{\circ}57'00''$ W. 778.49 feet;

S. $22^{\circ}23'00''$ W. 356.20 feet to the Northeast corner of Lot 21, Block Z, Hidden Valley Subdivision Unit No. 4, as shown on the Official Plat thereof, Document No. 288346, recorded in the Official Records of Washoe County, Nevada on June 9, 1958;

Thence along the boundary of said subdivision the following thirteen courses:

S. $22^{\circ}23'00''$ W. 308.80 Feet;

S. $52^{\circ}37'00''$ E. 320.00 feet;

N. $62^{\circ}13'00''$ E. 420.00 feet;

S. $63^{\circ}13'00''$ E. 55.00 feet;

S. $08^{\circ}33'00''$ E. 365.00 feet;

S. $12^{\circ}25'00''$ W. 394.00 feet;

S. $38^{\circ}55'00''$ W. 512.00 feet;

S. $88^{\circ}55'00''$ W. 54.00 feet;

N. $37^{\circ}35'00''$ W. 144.00 feet;

N. $05^{\circ}16'00''$ W. 740.65 feet;

N. $65^{\circ}47'00''$ W. 332.04 feet;

S. $48^{\circ}44'00''$ W. 245.65 feet;

S. $13^{\circ}01'00''$ W. 855.26 feet to the Northeast corner of Lot 3, Block X, of said Hidden Valley Subdivision No. 5;

Thence along the Easterly boundary of said subdivision the following two courses:

S. $13^{\circ}01'00''$ W. 173.00 feet;

[LEGAL DESCRIPTION CONTINUED ON FOLLOWING PAGE]

Exhibit "A" (Continued)

S. 20°41'00" W. 561.50 feet to a point on the Easterly right-of-way line of Hidden Valley Drive;

Thence along said line the following two courses:

S. 20°41'00" W. 417.12 feet to the beginning of a curve to the left;

38.66 feet along the arc of said curve having a radius of 20.00 feet and a central angle of 110°45'30";

Thence along the North right-of-way line of Carnoustie Drive, N. 89°55'30" E. 918.69 feet to the Southwest corner of Lot 32, Block V of said subdivision;

Thence along the boundary of said subdivision the following eleven courses.

N. 42°50'00" E. 707.97 feet;

N. 49°05'00" E.155.00 feet;

N. 52°05'00" E. 595.00 feet;

S. 54°55'00" E. 97.00 feet;

S. 15°21'00" W. 555.00 feet;

S. 00°49'00" W. 750.00 feet;

S. 58°43'10" W. 644.74 feet;

N. 59°16'50" W. 507.57 feet;

N. 54°26'00" W. 300.00 feet;

N. 52°26'50" W. 336.17 feet;

S. 89°55'30" W. 301.74 feet to the Point of Beginning.

PARCEL 2:

BEGINNING at the Northwest corner of Lot 1, Block A, Hidden Valley Subdivision No. 3, as shown on the Official Plat thereof, Document No. 288397, recorded in the Official Records of Washoe County, Nevada on June 10, 1958;

[LEGAL DESCRIPTION CONTINUED ON FOLLOWING PAGE]

Exhibit "A" (Continued)

Thence S. $25^{\circ}08'44''$ E. 129.96 feet to a point on the Northerly right-of-way line of Hidden Valley Drive, said point being on a curve to the left, the tangent of which bears S. $53^{\circ}52'53''$ W.;

Thence along said line the following two courses:

79.55 feet along the arc of said curve having a radius of 1013.59 feet and a central angle of $04^{\circ}29'48''$ to the Southwest corner of said lot; 235.06 feet along the arc of a curve to the left having a radius of 1013.59 feet and a central angle of $13^{\circ}17'15''$;

Thence along the Westerly line of the "Not a Part" parcel as shown on said plat, N. $36^{\circ}05'50''$ E. 239.38 feet to a corner on the Westerly line of said lot;

Thence along said line N. $09^{\circ}49'54''$ E. 148.01 feet to the Point of Beginning.

EXCEPTING THEREFROM that portion thereof conveyed to Truckee Meadows Fire Protection District, a County Fire Protection District, by Deed dated August 12, 1976, recorded December 20, 1976, in Book 1035, Page 123, as Document No. 440230, Official Records, more particularly described as follows:

All that certain tract, piece or parcel of land situate, lying and being in the Southeast one quarter of the Southwest one quarter (SE 1/4 of SW 1/4) of Section 22, Township 19 North, Range 20 East, M.D.B.&M., and more particularly described as follows, to-wit:

PARCEL A

Commencing at the Northwest corner of Lot 1, Block A, as shown on the Official Plat of Hidden Valley Subdivision Unit No. 3, on file in the Office of the Washoe County Recorder, Reno, Nevada, the TRUE POINT OF BEGINNING; thence S. $09^{\circ}51'05''$ W. along the Westerly line of the said Lot 1, a distance of 148.03 feet (Record equals 148.01 feet) to the Westerly corner of the said Lot 1; thence S. $40^{\circ}36'55''$ E. continuing along the said Westerly line, a distance of 27.95 feet to a point on a curve to the right, concave Southeasterly, having a central angle of $9^{\circ}33'34''$, a radius of 1013.59 feet and whose back-tangent bears S. $49^{\circ}23'05''$ W., the said point on a curve being further described as lying on the Northerly line of Hidden Valley Drive; thence along the curved said Northerly line a distance of 169.11 feet to a point; thence N. $31^{\circ}03'21''$ W. a distance of 121.31 feet to a point on the Northerly line of the aforesaid Lot 1; thence S. $62^{\circ}00'00''$ W., along the said Northerly line, a distance of 76.14 feet to the true point of beginning.

PARCEL B

Commencing at the Northwest corner of Lot 1, Block A, as shown on the Official Plat of Hidden Valley Subdivision No. 3, on file in the Office of the Washoe County Recorder, Reno, Nevada; thence S. $09^{\circ}51'05''$ W., along the Westerly line of the said Lot 1, a distance of 148.03 feet (Record equals 148.01 feet) to the Westerly corner of the said Lot 1, the TRUE POINT OF

[LEGAL DESCRIPTION CONTINUED ON FOLLOWING PAGE]

Exhibit "A" (Continued)

BEGINNING; thence S. 40°36'55" E., continuing along the said Westerly line, a distance of 27.95 feet to a point on a curve to the left, concave Southeasterly, having a central angle of 13°17'15", a radius of 1013.59 feet and whose back tangent bears N. 49°23'05" E., the said point on a curve being further described as lying on the Northerly line of Hidden Valley Drive; thence along the curved said Northerly line a distance of 235.06 feet to a point; thence N. 36°04'52" E. (Record equals N. 36°05'50" E.) a distance of 239.38 feet to the TRUE POINT OF BEGINNING.

Both parcels are subject to and together with all easements, appurtenances, water rights, water, ditches and reservoirs, thereunto belonging or other otherwise appertaining, which are now or hereafter may be used on said real property.

Together with all application, Permit Certificate or Decree rights which relate to said water and water rights herewith conveyed being Certificate of Appropriation Nos. 3803, 3804, 10442 and Permits 25848, 25549, and 25850 and together with all other rights and entitlements appertaining to or relating to the water and water rights herewith conveyed.

Together with all ditch stock, ditch company rights and ditch rights appertaining to the water and water rights herewith transferred and conveyed and together with all easements and rights-of-ways used for conveyance of said water so conveyed hereby.

Parcel ID#: 051-400-30

This being the same property conveyed to Hidden Valley Country Club, a non-profit Nevada corporation from Hidden Valley Properties, Inc., a Nevada corporation, in a deed dated August 18, 1983 and recorded February 3, 1984, in Instrument No. 905527, Washoe County, Nevada

EXHIBIT "B"
Exclusive Easement Area

This Exhibit B may be replaced, upon prior approval of Grantor, with descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Exclusive Easement Area, and if applicable, guy wire and guy anchor easements

A PIECE OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 19 NORTH, RANGE 20 EAST, IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP IN HAND HOLE LOCATED IN THE CENTER OF THE CEDARBROOK CT CUL-DE-SAC, FROM WHICH A FOUND BRASS CAP IN HAND HOLE BEARS SOUTH $51^{\circ}23'31''$ EAST, 109.89; THENCE NORTH $82^{\circ}29'26''$ WEST, 461.13 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH $14^{\circ}19'13''$ EAST, 29.91 FEET; THENCE SOUTH $76^{\circ}00'46''$ WEST, 35.42 FEET; THENCE NORTH $04^{\circ}10'42''$ WEST, 30.41 FEET; THENCE NORTH $76^{\circ}06'53''$ EAST, 30.06 FEET TO THE POINT OF BEGINNING. CONTAINING 980.18 SQUARE FEET OR 0.023 ACRES, MORE OR LESS.

EXHIBIT "C"
Access and Utility Easement Area

This Exhibit C may be replaced, upon prior approval of Grantor, with descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Access and Utility Easement Area

All existing utility and access easements from Exclusive Easement Area to a public right of way including but not limited to:

A 20.00 FOOT STRIP OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 19 NORTH, RANGE 20 EAST, IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID ATC EASEMENT AREA; THENCE NORTH 75°40'47" EAST, 10.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 14°19'13" EAST, 44.97 FEET; THENCE NORTH 76°00'46" EAST, 188.91 FEET; THENCE SOUTH 03°03'05" EAST, 190.58 FEET; THENCE SOUTH 88°45'34" EAST, 62.67 FEET, MORE OR LESS TO THE EASTERLY LINE OF SAID PARENT PARCEL AND ALSO BEING THE POINT OF TERMINUS. CONTAINING 9,573.17 SQUARE FEET OR 0.220 ACRES, MORE OR LESS.

TOGETHER WITH THAT CERTAIN ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN ACCESS EASEMENT AGREEMENT DATED DECEMBER 2, 1997 AND RECORDED DECEMBER 16, 1997 IN BOOK 5074, PAGE 388, AS INSTRUMENT NO. 2162575, IN THE OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.

Amendment of Conditions Application

Supplemental Information

(All required Information may be separately attached)

Required Information

1. The following information is required for an Amendment of Conditions:
 - a. Provide a written explanation of the proposed amendment, why you are asking for the amendment, and how the amendment will modify the approval.
 - b. Identify the specific Condition or Conditions that you are requesting to amend.
 - c. Provide the requested amendment language to each Condition or Conditions, and provide both the ***existing*** and ***proposed condition(s)***.

A. T-Mobile is proposing to extend the existing telecommunications tower from 70 feet to 87 feet.
B. Condition 1 (c) of the Special Use Permit limits the height on the tower to 70 feet, including all antennas or any other apparatus.
C. Existing Language: The total height of the cell tower, including all antennas or any other apparatus, shall not exceed 70 feet from finished grade. Proposed Language: The total height of the cell tower, including all antennas or any other apparatus, shall not exceed 87 feet from finished grade.

2. Describe any potential impacts to public health, safety, or welfare that could result from granting the amendment. Describe how the amendment affects the required findings as approved.

None known.



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February 4, 2026

Washoe County Community Services Department
Planning Division
1001 E. Ninth St., Building A
Reno, NV 89512

**RE: Eligible Facilities Request to Modify Existing Wireless Facility
5961 Hidden Highlands Dr., Reno
APN: 051-400-30**

Planning Division:

A. T-Mobile's Proposed Project is an Eligible Facilities Request

Precision Site Development on behalf of T-Mobile ("Applicant") is submitting the attached application to remove, add, modify, replace Transmission Equipment (the "Request") at the above referenced location within the County of Washoe (County).

This Request is covered by Section 6409 of the Spectrum Act (47 U.S.C. Sect. 1455(a)),¹ which provides that state and local governments "may not deny, and shall approve, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station." In this case, the enclosed Request involves a proposal to install a 17' extension to the existing tower with six (6) antennas and related equipment and the installation of two (2) Equipment cabinets and associated utilities on the ground within the physical dimensions of the existing facility and easements.

The Federal Communications Commissions ("FCC") determined that any modification to an existing telecommunications facility that meets the following criteria does not substantially change the physical dimensions of the existing facility (47 C.F.R. § 1.6100(b)(7)), and therefore is an Eligible Facilities Request that must be granted under Section 6409. The proposed project satisfies those criteria because it:

¹ See also 47 C.F.R. § 1.6100 (the FCC's 6409 implementing regulations).



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- 1) Will not increase the height of the antenna mounting structure by more than ten percent (10%) or twenty (20) feet, *whichever is greater*;

Details: The existing tower will be extended 17'.

- 2) Does not protrude from the edge of the antenna mounting structure by more than twenty (20) feet;

Details: The antennas will protrude approximately 6' from the edge of the antenna mounting structure.

- 3) The proposed project does not defeat any existing concealment elements at the site. To be considered a “concealment element,” the element must have been a part of the facility at either:
 - (1) the time of original approval; or
 - (2) at the last modification of the tower if such modification occurred prior to the February 22, 2012 or outside the 6409(a) process (whichever is later).

A “concealment element” is something that makes a wireless facility appear to be something “fundamentally different than a wireless facility,” it does not include “any attribute that minimizes the visual impact of a facility, such as a specific location on a rooftop site or placement behind a tree line or fence.”² Moreover, a modification can increase the size of the concealment features, so long as they: (i) do not increase by more than the criteria in (1) and (2) above, and (ii) would continue to make “the structure appear not to be a wireless Facility.” If so, then the modification would not defeat concealment.

Details: The tower extension will be clad in faux branches and faux pine needles thereby preserving the existing concealment elements.

² *Implementation of State and Local Governments’ Obligation to Approve Certain Wireless Facility Modification Requests Under Section 6409(a) of the Spectrum Act of 2012*, FCC 20-75, Declaratory Ruling and Notice of Proposed Rulemaking, ¶ 35 (June 10, 2020). (“5G Upgrade Order”).



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- 4) Does not entail any excavation outside the current site boundaries;

Details: All equipment will be installed within the physical dimensions of the existing facility and easements. Excavation proposed under this project will take place within existing utility easements that serve the existing facility.

- 5) Does not involve the installation of more than the standard number of equipment cabinets for the technology involved, not to exceed four.

Details: The proposed project will involve the installation of 2 cabinets.

- 6) The proposed project complies with all prior conditions of approval for the existing site, except for any non-compliance that is due to an increase in height, increase in width, addition of equipment cabinets, or new excavation that does not exceed the thresholds above. These conditions may relate to aesthetics or minimizing the visual impact of the wireless facility. To be enforced, there must be express evidence of specific conditions of approval and continued compliance with such conditions.

Response: Condition 1 (c) of Special Use Permit WSUP17-0025 shall be amended to reflect the increase in tower height from 70' to 87'.

Finally, all of the equipment being installed as part of this Request qualifies as Transmission Equipment under the FCC's rules at 47 C.F.R. § 1.6100(b)(8).

Based on the foregoing, the Request qualifies for expedited processing under the Spectrum Act.

B. The 60 day Shot Clock Applies to All Necessary Permits or Authorizations to Necessary for T-Mobile to Proceed with the Request

Under Section 6409 “a State or local government may not deny, and shall approve, any eligible facilities request... within 60 days of the filing of a complete application.”³ As the FCC’s explained, that time period covers “all qualifying applications” and all necessary permits and authorizations.⁴ Where a jurisdiction requires an applicant to obtain clearance from separate departments and/or to obtain numerous permits, the FCC explained that the applicant starts the 60 day shot clock when: 1) it takes the “first procedural step” that the jurisdiction requires, even if there are multiple potential “first steps” with various municipal committees or departments, and 2) the applicant provides written documentation

³ *Id.* ¶ 39 (June 10, 2020). 47 U.S.C. § 1455(a)(1).

⁴ *County of Portland v. U.S.*, 2020 U.S. App. Lexis 25553 **48-49 (9th Cir. Aug. 12, 2020).



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demonstrating that the applicable eligible facilities request criteria are satisfied.⁵ Here, the 60-day shot clock starts with the filing of the enclosed application.

C. Notice of Expedited Permit Processing and Deemed Granted Remedy

Under federal law, any Eligible Facilities Request is deemed granted 60 days after a complete application is filed. Thus, if 60 days pass after the submission of this Request and the County has not acted to grant or deny the Request, it will be deemed granted.⁶ At that time, the applicant may advise the County that the application has been deemed granted. If the County wishes to contest whether Request has been deemed granted, the burden is on the County to file a lawsuit in a court of competent jurisdiction within 30 days after receipt of a written communication notifying it that the Request has been deemed granted. Here, it is clear that the deemed granted remedy applies to all of the County of Washoe requirements.

Sincerely,

Jeremy Jordan
Precision Site Development

⁵ *5G Upgrade Order*, ¶¶ 15-16 (June 10, 2020). The FCC also explained that its ruling provided “considerable flexibility” to structure their procedures for review of Eligible Facilities Requests, “but prevent localities from ‘imposing] lengthy and onerous processes not justified by the limited scope of review contemplated’ by Section 6409(a).” *Id.* ¶ 17.

⁶ Under the FCC’s rules, the jurisdiction has 30 days to advise the applicant of the completeness of its application. The rules also provide for the tolling of the shot clock under certain situations.



SITE TYPE:
Monopine

PROJECT:
REPLACEMENT

SITE NAME / SITE NUMBER:
VZW: HIDDEN VALLEY COUNTRY CLUB / SC60476B

SITE LOCATION:
5961 HIDDEN HIGHLANDS DR.
RENO, NV 89502

RAN TEMPLATE: 67E5D998E6160
A&L TEMPLATE: 67E5998E_1xAIR+1OP+1QP

PLANS PREPARED FOR:
T-Mobile
1200 CONCORD AVE., SUITE 500
CONCORD, CA 94520

PLANS PREPARED BY:
BORGES
ARCHITECTURE | INTERIORS
P.O. BOX 220, ROSEVILLE, CA 95668
916.352.7200 | www.borgesearch.com

OEM:

MLA PARTNER:
PRECISION
5098 FOOTHILLS BLVD, STE 3-119
ROSEVILLE, CA 95747

ENGINEERING SEAL:

DRAWING NOTICE:
THESE DOCUMENTS ARE CONFIDENTIAL
TO T-MOBILE AND MAY NOT BE REPRODUCED,
DISSEMINATED OR DISTRIBUTED
WITHOUT THE EXPRESS WRITTEN
CONSENT OF T-MOBILE.

SH #	SHEET DESCRIPTION	REV
T-1	TITLE SHEET	2
GN-1	GENERAL NOTES, ABBREVIATIONS	2
C-1	PLOT PLAN AND SITE TOPOGRAPHY	2
A-1.1	OVERALL SITE PLAN	2
A-1.2	ENLARGED SITE PLAN	2
A-1.3	ENLARGED SITE PLAN	2
A-2.1	ENLARGED EQUIPMENT PLANS	2
A-2.2	ENLARGED ANTENNA PLANS	2
A-3.1	EXTERIOR ELEVATIONS	2
A-3.2	EXTERIOR ELEVATIONS	2
A-4	EQUIPMENT DETAILS	2
A-5	EQUIPMENT DETAILS	2
A-6	BATTERY TABLE, SPECS & DETAILS	2
E-1	ELEC SINGLE LINE, PANEL SCHEDULE, SPECS	2
G-1	GROUNDING PLAN & DETAILS	2

REVISIONS:

DESCRIPTION	DATE	BY	REV
95% CO SUBMITAL	09/11/24	JVM	0
100% CO SUBMITAL	02/25/25	JVM	1
100% CO SUBMITAL	03/04/25	JVM	2

SITE NAME:

**VZW: HIDDEN
VALLEY
COUNTRY CLUB**

SITE IDENTIFICATION:

SC60476B

SITE ADDRESS:

5961 HIDDEN HIGHLANDS DR.
RENO, NV 89502

SHEET DESCRIPTION:

TITLE SHEET

SHEET NUMBER:

T-1

LEGAL DESCRIPTION:

N/A

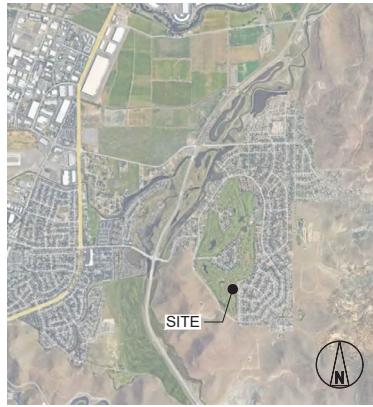
LOCATION MAP



UTILITY COMPANIES:

POWER: NV Energy
BACKHAUL / AAV: AT&T

VICINITY MAP



DRIVING DIRECTIONS:

FROM T-MOBILE OFFICE AT 1200 CONCORD AVE., CONCORD, CA
HEAD NORTH TOWARD CONCORD AVE
CONTINUE ONTO NEW DRIVE
SHARP LEFT ONTO CONCORD AVE
USE THE RIGHT LANE TO TAKE THE RAMP ONTO I-80 N
TAKE EXIT 7A TO MERGE ONTO CA-12 E/80 E TOWARD I-80
ES/40/MARIN
USE THE RIGHT 2 LANES TO TAKE THE I-80 E EXIT TOWARD RENO
CONTINUE ONTO I-80 E
TAKE EXIT 20 FOR SPARKS BLVD
TURN RIGHT ONTO SPARKS BLVD
CONTINUE ONTO VETERANS PKWY
TURN LEFT ONTO PEMBROKE DR
TURN RIGHT AT THE 1ST CROSS STREET ONTO PIPING ROCK DR
TURN LEFT ONTO E HIDDEN VALLEY DR
DESTINATION WILL BE ON THE RIGHT

REVIEWERS SHALL CLEARLY PLACE INITIALS ADJACENT TO EACH REDLINE NOTE AS DRAWINGS ARE BEING REVIEWED:

APPROVED BY:	DATE:	SIGNATURE:	APPROVED BY:	DATE:	SIGNATURE:
PROJECT MANAGER:		RF ENGINEER:			
SITE ACQUISITION:		OPERATIONS MANAGER:			
ZONING:		DEVELOPMENT MANAGER:			
CONSTRUCTION MANAGER:		REGULATORY:			
CONSTRUCTION MANAGER:					



KNOW WHAT'S BELOW
CALL BEFORE YOU DIG
WWW.CALL811.COM

PROJECT CONTACT LIST:

APPLICANT:
T-MOBILE
1200 CONCORD AVE, SUITE 500
CONCORD, CA 94520
contact: Amy Kegel
email: Amy.Kegel@t-mobile.com

PROPERTY OWNER:
HIDDEN VALLEY COUNTRY CLUB
5795 EAST HIDDEN VALLEY
DRIVE
RENO, NV 89502

PROJECT ARCHITECT:
BORGES ARCHITECTURAL GROUP, INC.
1478 STONE POINT DRIVE, SUITE 350
ROSEVILLE, CA 95661
contact: JOHN McDONNELL
email: telecongroup@borgesearch.com
ph: (916) 782-7200

TOWER OWNER:
Vertical Bridge
22 West Atlantic Avenue, Suite 310
Delray Beach, FL 33444
877-589-6411
Site INV-7018

PROJECT MANAGER:
PRECISION SITE DEVELOPMENT
5098 FOOTHILLS BLVD, STE 3-119
ROSEVILLE, CA 95747
contact: JEREMY JORDAN
email: jeremy@precisionsd.com
cell: 916-919-9322

SITE ACQUISITION & PERMITTING:
PRECISION SITE DEVELOPMENT
5098 FOOTHILLS BLVD, STE 3-119
ROSEVILLE, CA 95747
contact: JEREMY JORDAN
email: jeremy@precisionsd.com
cell: 916-919-9322

PROJECT INFORMATION:

CODE INFORMATION:
ZONING CLASSIFICATION: PR
CONSTRUCTION TYPE: V/S
GRADE: UNOCCUPIED
JURISDICTION: County of Washoe
PROPOSED BUILDING USE: TELECOMMUNICATIONS: NO CHANGE

SITE LOCATION (NAD83):
LATITUDE: 39.481162
LONGITUDE: -120.430.67°
TOP OF STRUCTURE: 4493' AMSL
BOTTOM OF STRUCTURE: 4425' AMSL

PROJECT LEASE AREA: 60 Sq. Ft. PARCEL NUMBER: 051-400-30

NEW IMPERVIOUS AREA: 0 SF AREA OF PARCEL: 1.10 Acres

GENERAL INFORMATION:
PARKING REQUIREMENTS ARE UNCHANGED
TRAFFIC IS UNAFFECTED
SIGNAGE IS PROPOSED

PROJECT DESCRIPTION:

INSTALLATION OF NEW SITE EQUIPMENT:

TOWER SCOPE OF WORK: EXISTING TOWER COLLOCATION

1. INSTALL 17' EXTENSION TO EXISTING MONOPINE.
2. INSTALL NEW T-MOBILE EQUIPMENT AT 78' CENTERLINES AS FOLLOWS:

 - INSTALL (3) AMPHENOL APXVAL124M-U-120 ANTENNAS
 - INSTALL (3) ERICSSON AIR 6419 B41 ANTENNAS
 - INSTALL (1) RMVD8-296-24 MOUNTING ASSEMBLY
 - INSTALL (3) ERICSSON 4460 RRUs
 - INSTALL (3) ERICSSON 4480 RRUs
 - INSTALL (2) HCS x24 4AWG CABLES 30M

GROUND SCOPE OF WORK:

1. INSTALL 6'x 6' CONCRETE EQUIPMENT PAD
2. INSTALL (1) ERICSSON E6160AC V2 EQUIPMENT CABINET
3. INSTALL (1) ERICSSON B160 BATTERY CABINET
4. ADD (2) RP6651
5. ADD (1) IXRe
6. ADD NECESSARY FIBER AND JUMPER CABLES

DO NOT SCALE DRAWINGS

THESE DRAWINGS ARE FORMATTED TO FULL SIZE AT 24" x 36". CONTRACTOR SHALL VERIFY ALL PLANS AND ENGINEERING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT/ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR MATERIAL ORDERS OR BE RESPONSIBLE FOR THE SAME.

Lease Area Description

All that certain lease area being a portion of that certain parcel "Hidden Valley Golf Course" as is shown on that certain Record of Survey filed in the Office of the County Recorder of Washoe County, State of Nevada, and being a portion of Section 27, Township 19 North, Range 20 East, M.D.B. & M., being more particularly described as follows:

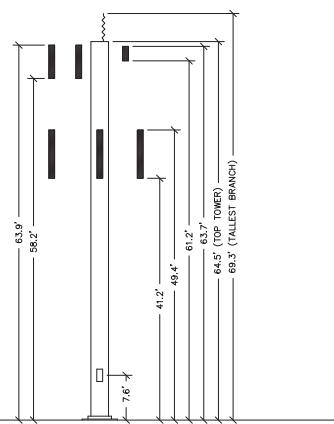
Commencing at a standard monument in box set at the centerline intersection of Hidden Valley Drive and Hidden Hills Drive, thence North 171°42' West 1688.85 feet to the Northwestern fence corner post of an existing maintenance yard and thence South 86°18'54" East 24.75 feet to the True Point of Beginning, thence from said point of beginning North 75°22'05" East 48.61 feet; thence North 143°55'54" East 543.0 feet; thence South 04°26'03" West 10.00 feet to the point of beginning.

Together with a non-exclusive easement for access and utility purposes being fifteen feet in width the centerline of which is described as follows: beginning at a point which bears North 04°26'03" West 2.82 feet from the most Easterly corner of the above described lease described lease area and running North 75°22'05" East 48.61 feet; thence North 143°55'54" East 543.0 feet; thence South 04°26'03" West 10.00 feet; thence North 75°22'00" East 244.98 feet; thence North 22°22'00" East 1002.85 feet; thence North 01°27'00" West 1436.73 feet; thence through a tangent curve to the Right having a radius of 310 feet through an arc distance of 130.59 feet; thence North 55°18'07" West 171°13'33" East 368.33 feet; thence North 35°30'37" East 60.80 feet more or less to the public right of way more commonly known as Hidden Valley Drive.

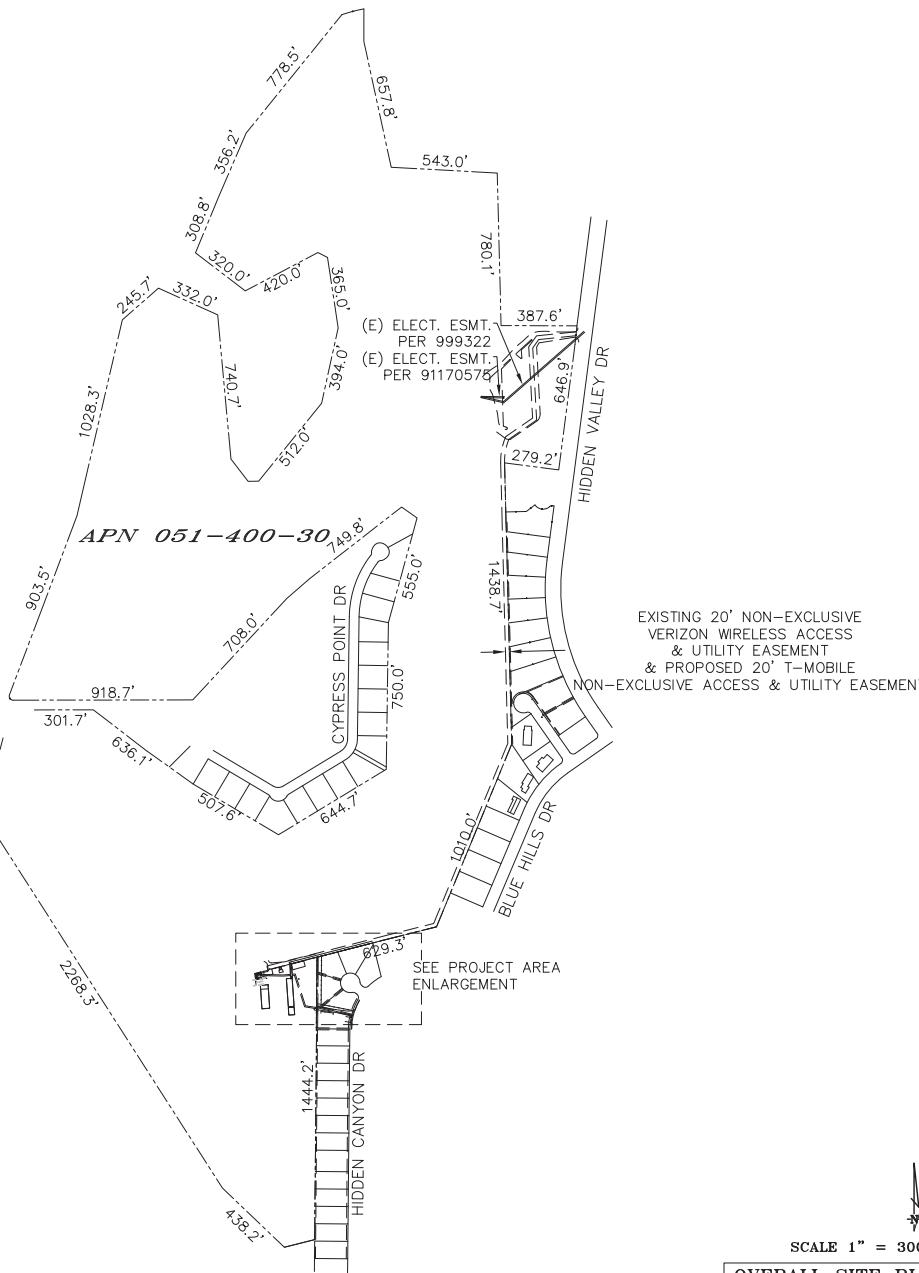
Also together with a non-exclusive easement for utility purposes being six feet in width the centerline of which is described as follows: beginning at a point which bears North 04°26'03" West 2.82 feet from the most Easterly corner of the above described lease and running North 04°26'03" West 111.09 feet; thence North 75°22'05" East 42.90 feet to a point hereinafter defined as Point "A" and thence North 80°10'10" East 171.13 feet; thence South 17°46'06" East 170.50 feet; thence South 81°10'23" East 60.8 feet more or less to the Easterly boundary of the above described "Hidden Valley Golf Course".

Also together with a non-exclusive easement for utility purposes six feet in width the centerline of which is described as follows: beginning Point "A" as previously defined and running thence South 04°48'50" East 14 feet more or less to the existing transformer.

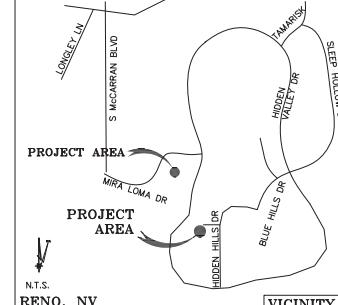
Also together with a non-exclusive easement for utility purposes six feet in width the centerline of which is described as follows: beginning Point "A" as previously defined and running thence North 03°48'14" West 60.5 feet more or less to the existing electrical utility vault.



TOWER DIAGRAM



OVERALL SITE PLAN



VICINITY MAP

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Gel Engineering • Surveying • Planning
1220 Highway 395
Auburn, California 95603-5015
Phone: (530) 885-0426 • Fax: (530) 823-1309

T-MOBILE

Project Number/Name: SC60476B / Hidden Valley Country Club
Project Site Location: 5961 Hidden Highlands Drive
Reno, NV 89502
Washoe County

Date of Observation: 09-05-24

Equipment/Procedure Used to Obtain Coordinates: Trimble Geo XT post processed with Pathfinder Tower software.

Type of Antenna Mount: Existing Monopole Tower

Coordinates: (NAD83)
Latitude: N 39° 28' 52.11" N 39.481142°
Longitude: W 119° 43' 66.65" W 119.725180°

ELEVATION of Ground at Structure (NAVD88) 4424.6' AMSL
STRUCTURE HEIGHT: (Top of Tower) 64.5' AGL
OVERALL HEIGHT: (Tallest Branch) 69.3' AGL

CERTIFICATION: I, the undersigned, do hereby certify elevation listed above is based on a field survey done under my supervision and that the survey was conducted in accordance with the Standards as defined in the FAA ASAC Information Sheet 91-003, and that they are true and accurate to the best of my knowledge and belief.

Kenneth D. Gel, California PLS 13385

DATE OF SURVEY: 09-05-24

SURVEYED BY OR UNDER DIRECTION OF: KENNETH D. GEL, PLS 13385
LOCATED IN THE COUNTY OF WASHOE, STATE OF NEVADA

BEARINGS SHOWN ARE BASED UPON MONUMENTS FOUND AND RECORD INFORMATION. THIS IS NOT A BOUNDARY SURVEY.

ELEVATIONS SHOWN ON THIS PLAN ARE BASED UPON U.S.G.S. N.A.V.D. 88
DATUM, ABOVE MEAN SEA LEVEL.

N.G.V.D. 1929 CORRECTION: SUBTRACT 3.50' FROM ELEVATIONS SHOWN.

CONTOUR INTERVAL: N/A

CONTRACTOR IS RESPONSIBLE TO VERIFY LEASE AREA PRIOR TO CONSTRUCTION.

ASSESSOR'S PARCEL NUMBER: 051-400-30

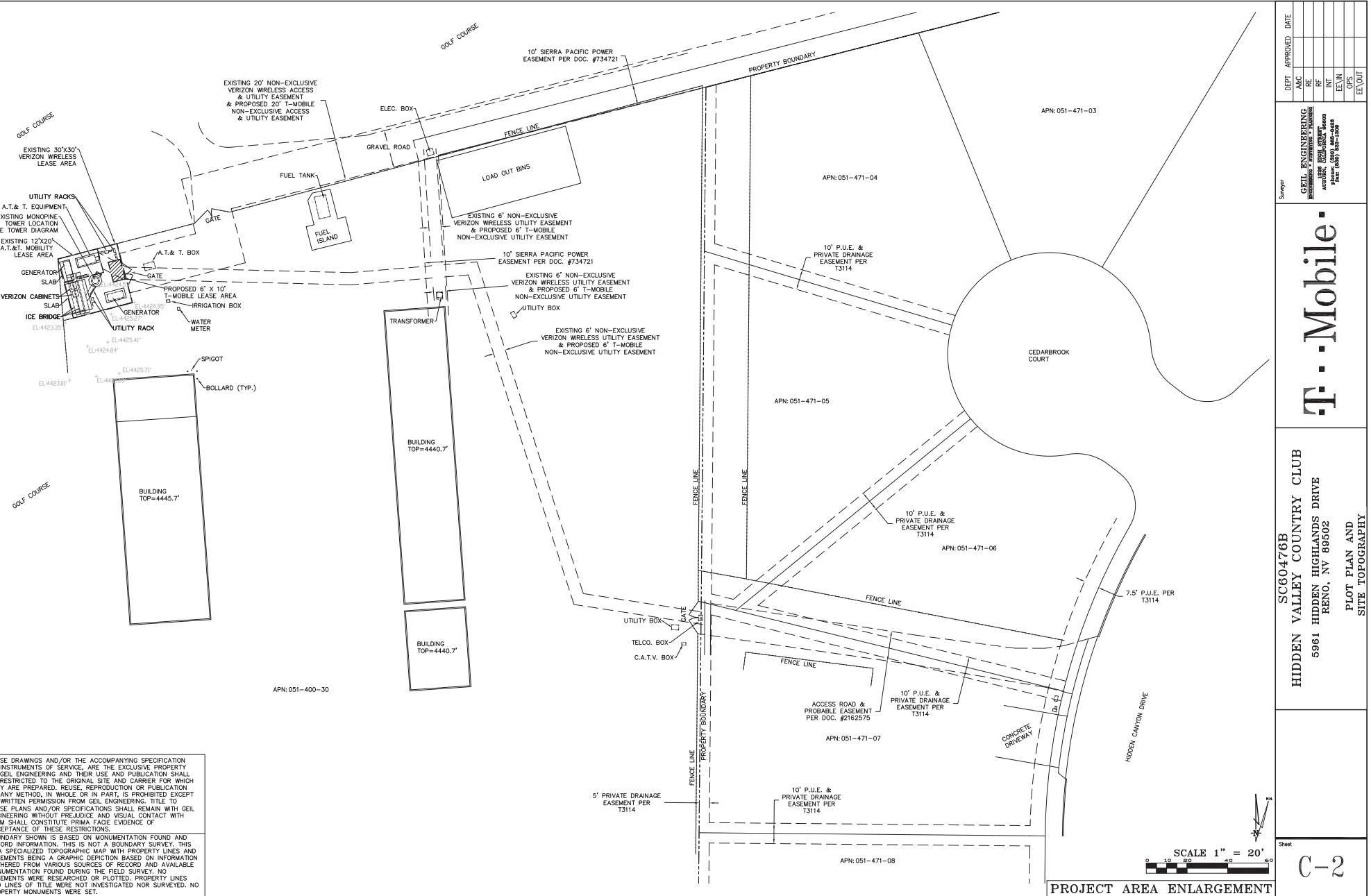
OWNER(S): HIDDEN VALLEY COUNTRY CLUB
3575 EAST HIDDEN VALLEY DRIVE
RENO, NV 89502

Revised	Drawing Submittal	Dept	Approved Date
REV N.	REV N.	A&C	RE
REV N.	REV N.	EE	
REV N.	REV N.	IF	
REV N.	REV N.	INT	
REV N.	REV N.	PE	
REV N.	REV N.	EE/IN	
REV N.	REV N.	EE/CP	
REV N.	REV N.	EE/UT	

SC60476B
HIDDEN VALLEY COUNTRY CLUB
5961 HIDDEN HIGHLANDS DRIVE
RENO, NV 89502
T-MOBILE

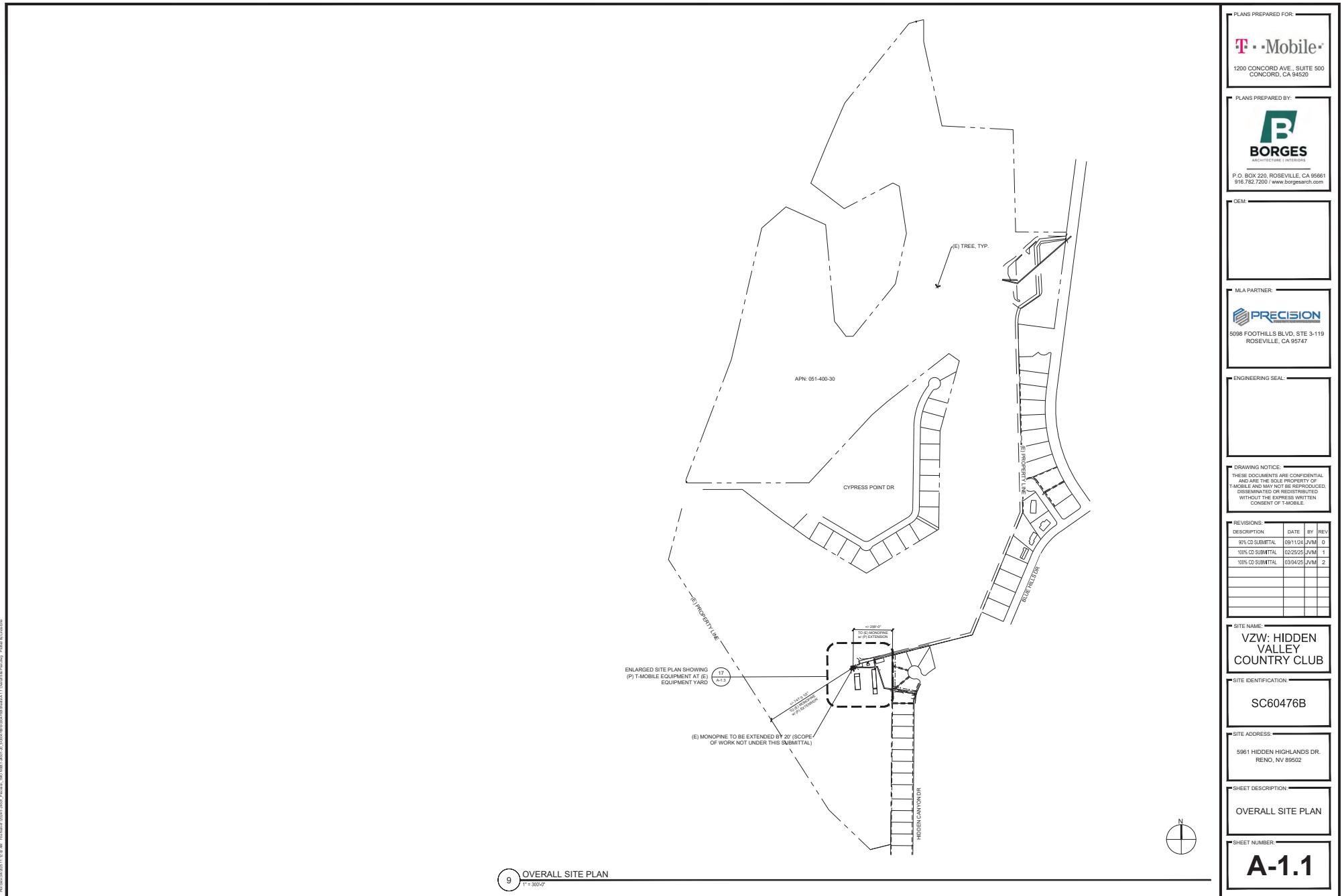
PILOT PLAN AND
SITE TOPOGRAPHY

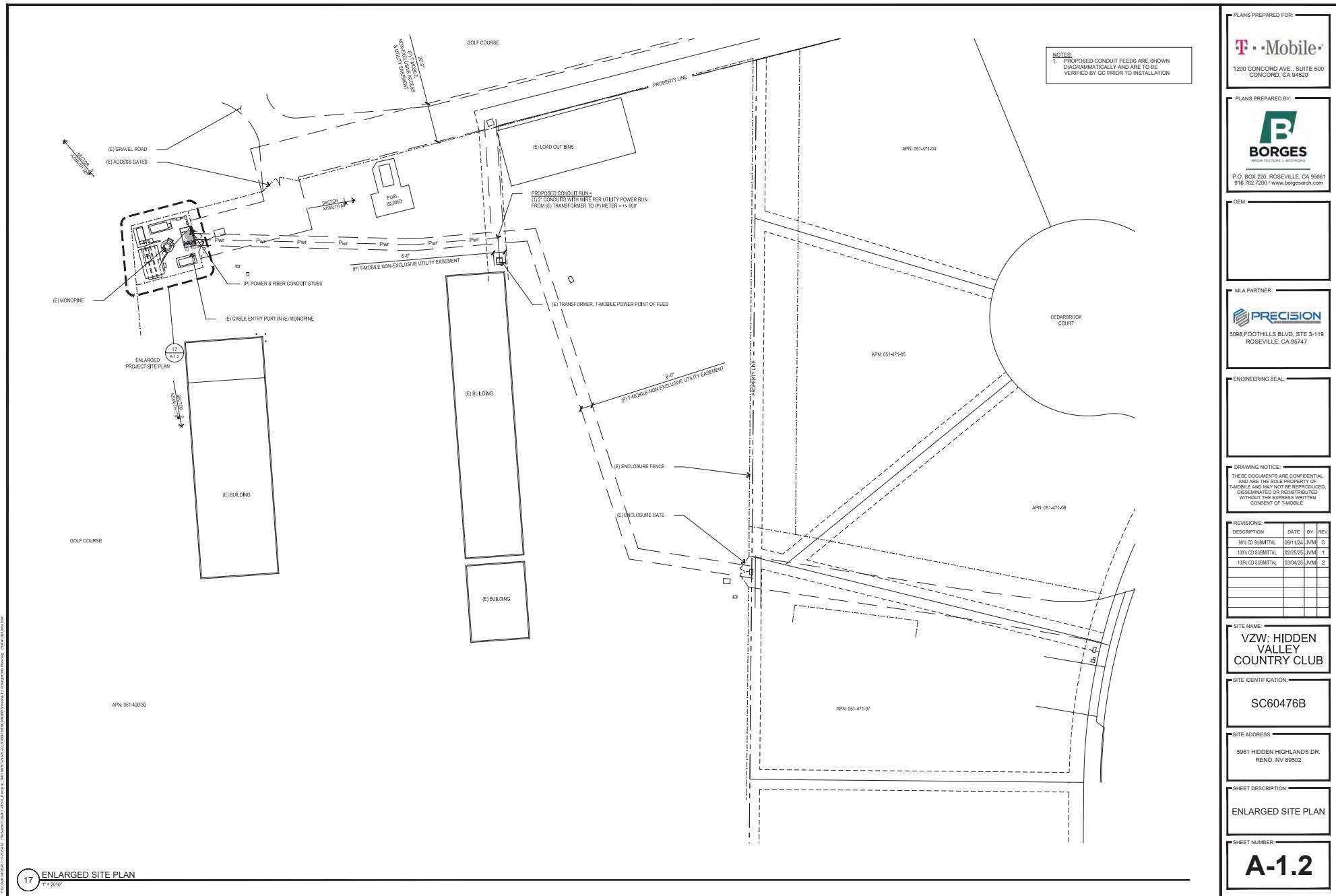
REVISIONS
Sheet
C-1

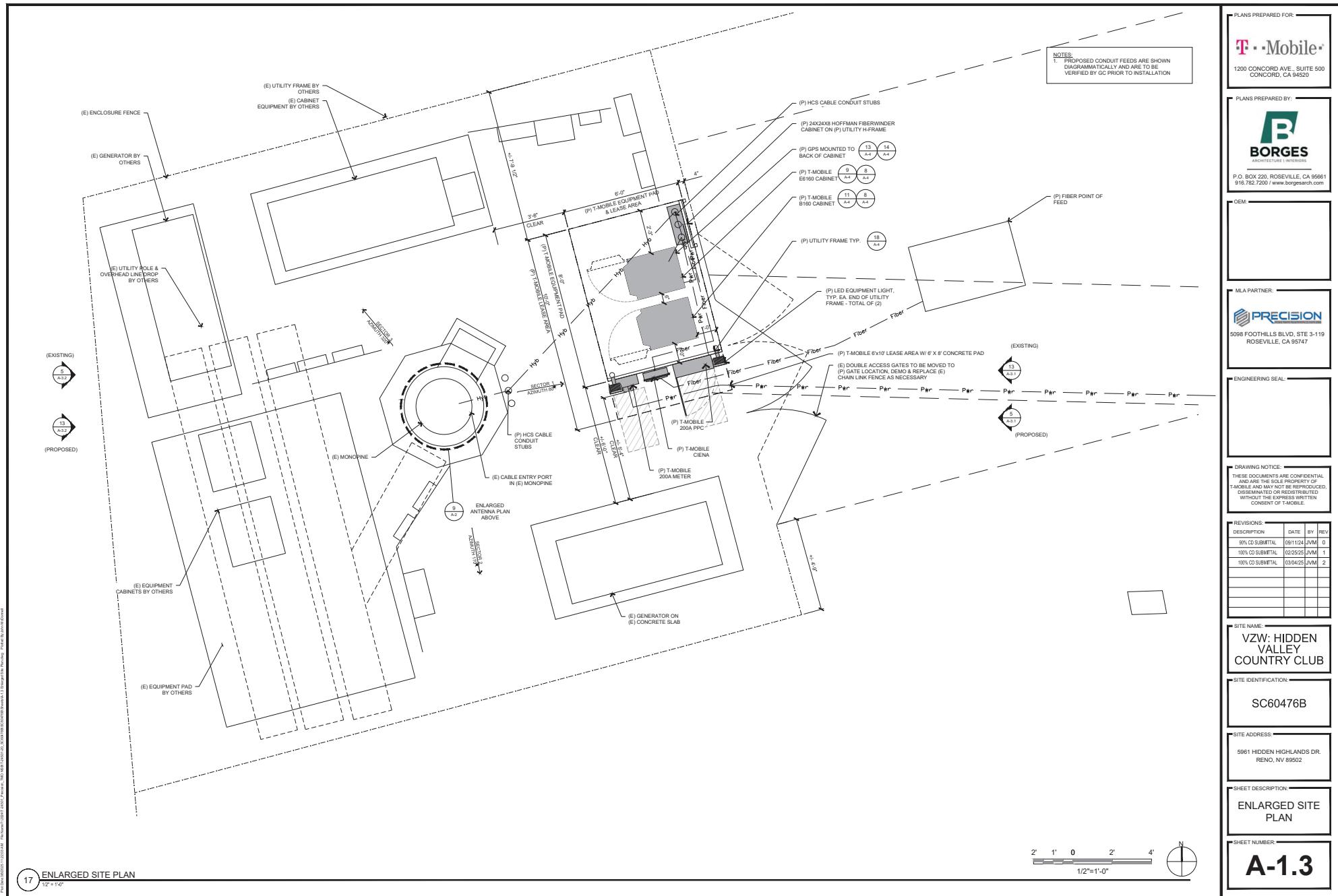


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RF SCHEDULE							
SECTOR	ANTENNA MODEL NO.	AZIMUTH	RAD CENTER	RRH (AT ANTENNAS)	HYBRID LENGTH	STATUS	TECHNOLOGY
A L P H A 	1 AMPHENOL APKVALL24M-U-J20 (OCTO)	80	78°-0'	RRU14460 RRU14460	DR2330N HYBRID 2x4 HCS4 AWG 20/18+16/20(2)	PROPOSED	L700, N800, L1900, L2100, N1900
	2 ERICSSON AIR6419 B41 (MMO)	80	78°-0'	---	---	PROPOSED	N2500 (2) FIBER
B E T A 	1 AMPHENOL APKVALL24M-U-J20 (OCTO)	170	78°-0'	RRU14460 RRU14460	---	PROPOSED	L700, N800, L1900, L2100, N1900
	2 ERICSSON AIR6419 B41 (MMO)	170	78°-0'	---	---	PROPOSED	N2500 (2) FIBER
G A M M A 	1 AMPHENOL APKVALL24M-U-J20 (OCTO)	320	78°-0'	RRU14460 RRU14460	---	PROPOSED	L700, N800, L1900, L2100, N1900
	2 ERICSSON AIR6419 B41 (MMO)	320	78°-0'	---	---	PROPOSED	N2500 (2) FIBER

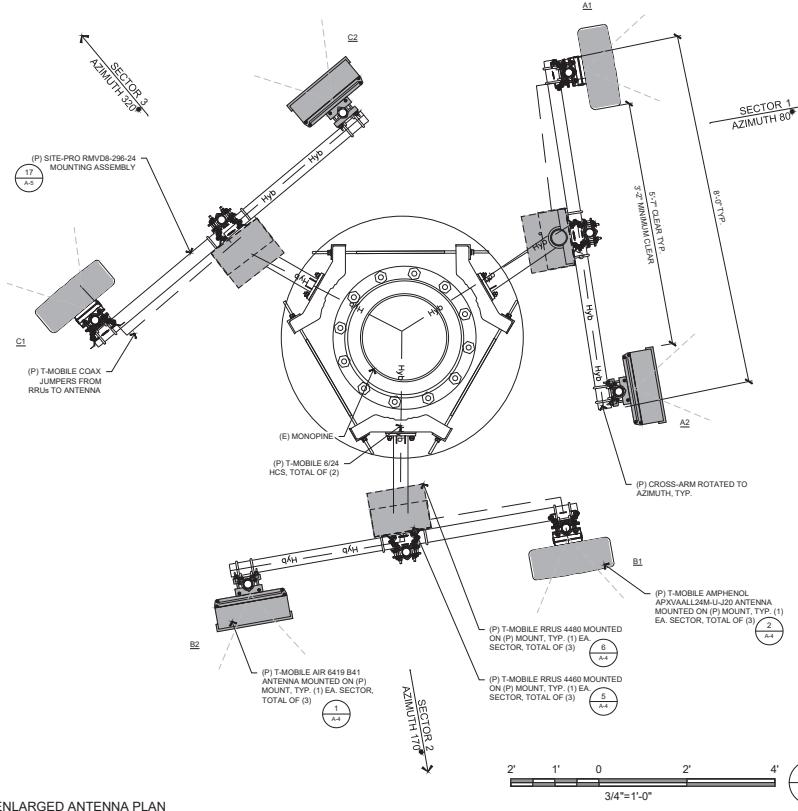
12 RF EQUIPMENT SCHEDULE

12 NO SCALE

NOTE:
ANNOTATION AND DIMENSIONS ARE TYPICAL OF EACH SECTOR, UNLESS NOTED OTHERWISE.

MATERIALS IN FRONT AND SIDE OF ANTENNAS MUST BE TRANSPARENT TO MINIMIZE PIM IS PLEASE DO NOT CRO BURETTE OR BURNER COMPONENTS OR GLASS TO LOSE CONNECTIONS.

1. ENSURE THERE ARE NO PIM ISSUES DURING INSTALLATION.
2. ANTENNAS CAN SHOOT INTO METAL. OTHER OPERATOR ANTENNAS OR ANYTHING THAT CAN PIM ETC
3. NO METAL OR PLASTIC SHEW SHOULD BE THERE ON ANTIENNAS.
4. ALL ANTENNAS TO BE COPLAR.
5. IF WE ARE SHOOTING INTO ANY METAL EITHER REPLACE IT WITH FRP IF NOT POSSIBLE THE METAL WITH PIM PAINTS OR PIM TAPE.



ENLARGED ANTENNA PLAN

9

PLANS PREPARED FOR: 

PLANS PREPARED BY:


 P.O. BOX 220, ROSEVILLE, CA 95661
 916.752.7200 / borgesearch.com

OEM:

MLA PARTNER:  PRECISION
5098 FOOTHILLS BLVD, STE 3-119
ROSEVILLE, CA 95747

ENGINEERING SEAL:

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SITE NAME: VZW: HIDDEN
VALLEY
COUNTRY CLUB

SITE IDENTIFICATION: SC60476B

SITE ADDRESS:

SHEET DESCRIPTION: _____

ENLARGED ANTENNA
PLANS

SHEET NUMBER:

A-2

