Washoe County Development Application

Your entire application is a public record. If you have a concern about releasing personal information, please contact Planning and Development staff at 775.328.3600.

Project Information		taff Assigned Case No.:	16-001
Project Name:			
North Carson SC1			
Project Installing (4) new panel antennas on a Description: along with ground equipment cabinets		17' pole mount. Also installing a	2' microwave dish
Project Address: 685 Duck Hill	Road, Washoe Valle	ey, NV 89704	
Project Area (acres or square feet): 7.92			
Project Location (with point of re Off Highway 580	ference to major cross	streets AND area locator):	
Assessor's Parcel No.(s):	Parcel Acreage:	Assessor's Parcel No(s):	Parcel Acreage:
055-270-11	7.92		
Section(s)/Township/Range:			
Indicate any previous Washo Case No.(s).	e County approval	s associated with this applicat	ion:
Applicant	Information (atta	ch additional sheets if necessary)
Property Owner:		Professional Consultant:	
Name: Larry Herceg		Name: Epic Wireless C/O Joey Acquistapace	
Address: 685 DUCK HILL RD, WASHOE VALLEY,			
	Zip: 89704	Granite Bay	Zip: 95746
Phone: 775-721-9947	Fax:	Phone: 916-549-6646	Fax:
Email: sherceg@pyramid.net		Email: joey.acquistapace@epicwireless.net	
Cell: Other:		Cell: Other:	
Contact Person: Larry		Contact Person: Joey Acquistapace	
Applicant/Developer:		Other Persons to be Contacted:	
Name:		Name:	
Address:		Address:	
	Zip:		Zip:
Phone:	Fax:	Phone:	Fax:
Email:		Email:	
Cell:	Other:	Cell:	Other:
Contact Person:		Contact Person:	
	For Office	Use Only	
Date Received:	Initial:	Planning Area:	
County Commission District:		Master Plan Designation(s):	
CAB(s):		Regulatory Zoning(s):	

Special Use Permit Application Supplemental Information

(All required information may be separately attached)

Chapter 110 of the Washoe County Code is commonly known as the Development Code. Specific references to special use permits may be found in Article 810, Special Use Permits.

1. What is the type of project being requested?

New Wireless Telecomunications Facility

2. What currently developed portions of the property or existing structures are going to be used with this permit?

None

4

3. What improvements (e.g. new structures, roadway improvements, utilities, sanitation, water supply, drainage, parking, signs, etc.) will have to be constructed or installed and what is the projected time frame for the completion of each?

(4) new panel antennas on a 17' pole mount. Also installing a 2' microwave dish along with ground equipment cabinets.

Two weeks to complete the project

4. What is the intended phasing schedule for the construction and completion of the project?

,¢

TBD

5. What physical characteristics of your location and/or premises are especially suited to deal with the impacts and the intensity of your proposed use?

The project location is on a tall hillside to allow better coverage to Highway 580

6. What are the anticipated beneficial aspects or effects your project will have on adjacent properties and the community?

This facility will fill the coverage gaps in service in this area. This will provide service to all emergency service vehicles, the surrounding community, and travelers on Highway 580.

7. What will you do to minimize the anticipated negative impacts or effects your project will have on adjacent properties?

We kept the poles as small as possible to hide the antennas better.

8. Please describe operational parameters and/or voluntary conditions of approval to be imposed on the project special use permit to address community impacts:



9. How many improved parking spaces, both on-site and off-site, are available or will be provided? (Please indicate on site plan.)

N/A

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10. What types of landscaping (e.g. shrubs, trees, fencing, painting scheme, etc.) are proposed? (Please indicate location on site plan.)

No landscaping is necessary

11. What type of signs and lighting will be provided? On a separate sheet, show a depiction (height, width, construction materials, colors, illumination methods, lighting intensity, base landscaping, etc.) of each sign and the typical lighting standards. (Please indicate location of signs and lights on site plan.)

No Signs or lighting will be installed.

12. Are there any restrictive covenants, recorded conditions, or deed restrictions (CC&Rs) that apply to the area subject to the special use permit request? (If so, please attach a copy.)

Yes	2	No	

13. Community Sewer

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2 Yes	🗆 No
Community Water	
Ø Yes	🗆 No

Property Owner Affidavit

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ite less

Applicant Name:

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The receipt of this application at the time of submittal does not guarantee the application complies with all requirements of the Washoe County Development Code, the Washoe County Master Plan or the applicable area plan, the applicable regulatory zoning, or that the application is deemed complete and will be processed.

STATE OF NEVADA)		
COUNTY OF WASHOE			
1.	Larry	Herces	
	(please	e print name)	····

being duly sworn, depose and say that I am the owner* of the property or properties involved in this application as listed below and that the foregoing statements and answers herein contained and the information herewith submitted are in all respects complete, true and correct to the best of my knowledge and belief. I understand that no assurance or guarantee can be given by members of Planning and Development.

(A separate Affidavit must be provided by each property owner named in the title report.)

Assessor Parcel Number(s): 055-270-	11 ,
Printed Name	Larry Hercog
Signed	my My
Address	<i>l l</i>
Subscribed and sworn to before me this	(Notary Stamp)
<u>Amini Mallina: Cairon Nevada</u> Notary Public in and for said county and state	JANINE MALLISON NOTARY PUBLIC STATE OF NEVADA No. 04-91305-12 My Appt. Exp. Aug. 12, 2016
My commission expires: <u>August 12,201</u> 4	(NO. 04-31305-12) AND
*Owner refers to the following: (Please mark appropriate bo	ox.)

- Owner
- Corporate Officer/Partner (Provide copy of recorded document indicating authority to sign.)
- Power of Attorney (Provide copy of Power of Attorney.)
- Owner Agent (Provide notarized letter from property owner giving legal authority to agent.)
- Property Agent (Provide copy of record document indicating authority to sign.)
- Letter from Government Agency with Stewardship

verizon√

NORTH CARSON SC-1

685 DUCK HILL RD WASHOE VALLEY, NV 89704 WASHOE COUNTY PSL# 285393 Project# 20141129550

SITE INFORMATION

PSL#:	285393
OWNER:	IOYCE & LARRY HERCEG 685 DUCK HILL RD WASHOE VALLEY, NV 89704 CONTACT: LARRY HERCEG PHONE: 775,721,9947
APPLICANT:	VFRIZON WIRELESS 2785 MITCHELL DRIVE, SUITE 9 WALNUT CREEK, CA 94598
AGŁNI:	EPIC WIRELESS 8700 AUBURN FOLSOM ROAD #400 GRANITE BAY, CA 95746 TFL: (916) 781-5921
APN:	055-270-11
SITE ADDRESS:	685 DUCK HILL RD WASHOE VALLEY, NV 89704
LATITUDE:	39° 12' 38.17" N (NAD 83)
LONGITUDE:	119° 48' 4,41" W (NAD 83)
GROUND ELEV.:	5421.2' AMSL
ZONING:	RURAL RESIDENTIAL
ZONING JURISDICTION:	WASHOE COUNTY

APPROVALS

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURREN I EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUCTED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

- 1. INTERNATIONAL BUILDING CODE 2012 W/ STATE AMENDMENTS UNIFORM MECHANICAL CODE 2012 ANSI/EIA-222-F LIFE SAFETY CODE
- UNIFORM PLUMBING CODE 2012
- A. NATIONAL ELECTRIC CODE 2012
 COLOR BUILDING CODE(S) CITY AND/OR COUNTY ORDINANCES
- **JNIFORM FIRE CODE 2012**



DRIVING DIRECTIONS

DIRECTIONS FROM VERIZON WIRELESS RF MARKET office:

- 1. START OUT GOING NORTHWEST ON N MAIN ST TOWARD GIAMMONA DR. 2. TURN SLIGHT RIGHT ONTO LAWRENCE WAY
- 3. MERGE ONTO I-680 N (PORTIONS TOLL).
- 4. MERGE ONTO 1-80 E VIA EXIT 71A TOWARD SACRAMENTO
- 5. KEEP RIGHT TO TAKE I-80 E VIA EXIT 82 TOWARD I-80 E / RENO
- 6. MERGE ONTO 1-580 S / US-395 S / NORTH-SOUTH FWY S VIA EXIT 15 TOWARD CARSON CITY
- 7. TAKE THE US-395 S EXIT, EXIT 57B, TOWARD VIRGINIA CITY / CARSON CITY / SO LAKE TAHOE
- 8. MERCE ONTO US-395 ALT 5
- 9. MERGE ONTO I-580 \$ / US-395 \$ VIA THE RAMP ON THE LEFT
- 10. TAKE THE EAST LAKE BLVD EXIT, EXIT 44
- 11. TURN LEFT ONTO NV-428 / OLD US HIGHWAY 395 N. CONTINUE TO FOLLOW NV-428
- 12. TURN RIGHT ONTO DUCK HILL RD.
- 13, 685 DUCK HILL RD IS ON THE LEFT.

PROJECT TEAM

AGENT

Epic Wireless Group, Inc. 8700 Auburn Folson Road, Suite 400 Granite Bay, CA 95746 Tel: 916.781.5921

CONSTRUCTION MANAGER: ROB HERNANDEZ cell: 916.216.7931

email: tob hemandez@enicwiteless.net

SITE ACQUISITION MGR: JOEY ACQUISTAPACE cell: 916.549.6646 email: joey.acquistapace@epicwireless.net

ARCHITECT/ENGINEER

Meridian Management LLC 2958 Bella Drive Concord, CA 94519 www.meridian.management PROJECT MANAGER: RODNEY BARNES

cell: 707.592.5924 email.rodney@meridiar

<u>CLIENT</u> Verizon Wireless 2785 Mitchell Drive Suite 9 Walnut Creek, CA 94598

HANDICAP REQUIREMENTS FACILITY IS UNMANNED AND NOT FOR HUMAN

HABITATION, HANDICAPPED ACCESS NOT REQUIRED IN ACCORDANCE WITH CALIFORNIA ADMINISTRATIVE STATE CODE PART 2, TITLE 24, CHAPTER 11B, SECTION 1103B.



PROJECT DESCRIPTION

THIS IS AN UNMANNED TELECOMMUNICATIONS FACILITY FOR VERIZON W CONSISTING OF THE OPERATION OF ANTENNAS AND ASSOCIATED EQUIPA GROUND MOUNT FOLE SCOPE OF WORK:

- 1. INSTALL (4) NEW 6' PANEL ANTENNAS AND (4) RRUS ON NEW 17' HT. C
- INSTALL GUNENN OF PAPEL ANTIGUNES OF AND WITHIN NEW LEASE ARE POLES. INSTALL ONE NEW CHARLES BOX ON GROUND WITHIN NEW LEASE ARE INSTALL NORD CABLE BETWEEN CABINET AND ANTENNS INSTALL NEW ARETER. INSTALL MCROWAVE ANTENNA TO SPOONER RIDGE INSTALL NEW GPS ANTENNA

DRAWING INDEX

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T.1	TITLE SHEET
T.2	GENERAL NOTES LEGEND ABBREV
C.1	SURVEY
C.2	SURVEY
A.1	LEASE AREA PLAN, ANTENNA PLAI
A.2	NORTH ELEVATIONS
A.3	WEST ELEVATIONS

ADMINISTRATIVE REQUIRI

CONTRACTOR SHALL VERIFY ALL PLANS & (E) DIMENSIONS & C SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING (BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FO PLOT, DRAWINGS WILL BE HALF SCALE

	verizon√
	Verizon Wireless 2785 Michell Drive, Suite 9 Walnut Creek, CA 94598 <u>Client:</u>
	Averadian Monogerrent LLC 2928 Beta Drive Concord: CA 94519 1707 592.5924 www.menidian.monogerrent
	Project Architect: Epic Wireless Group 8700 Autum Fotson Rd Suite 400 Granite Bay, CA 95746 Tati (916) 781-5921 Fax: (916) 781-5927
TION	Site Agent:
FOR VERIZON WIRELESS	90% Zoning Drawings
ICIATED EQUIPMENT ON A NEW	Drawing Phase: NORTH CARSON SC-1
N NEW 17' HT, GROUND MOUNT N NEW LEASE AREA NNAS	685 Duck Hill Rd Washoe Valley, NV 89704 PSL# 285303 Project# 20141129550
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	Professional Seal:
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Mendian Management LLC 2928 Beila Dire Conteral, CA 94519 1707 572.5724 Aww meridian management
Project Architect:
Epic Wireless Group 8700 Aubum Fotsom Rd Suide dou Granite Bay, CA 95746 Tel (916) 781-5927 Fax: (810) 701-5927
Site Agent:
90% Zoning Drawings
Drawing Phase:
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			Matioian Manogeneni LLC 2928 Bria Dite Concerd CA 91519 1707 5925924 www.mendidor.morogenent
			Project Architect: Epic Wiroless Group 8700 Autum Folson Rd
			Suite 400 Granie Bay, CA 95746 Tat. (918) 781-5921 Fac. (910) 761-5927 Site Agent:
			90% Zoning Drawings
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CONDITIONAL USE PERMIT- VERIZON SITE "NORTH CARSON SC1"

APN: 055-270-11

685 DUCK HILL RD, WASHOE VALLEY, NV 89704

RE: 2/24/2016 INCOMPLETE NOTICE

Dear Roger Pelham,

Per your notice we have completed the necessary items requested per your email dated 2/24/2016. The following items are attached to complete the application:

Planning Item-

- 1) Site Plan- Site plans were submitted upon original submittal. Per comments updated plans are attached.
- 2) Section 110.324.60- Facade mounted, rooftop mounted or collocation options are not available in this area. The surrounding area is agricultural residential so rooftops are not available. There are no existing towers within this radius to collocate on so a new site is required. Due to the terrain/topography the site requires the antennas to be placed on the mountainside. See attached Exhibit A.
- 3) No other locations were considered due to the specific small area targeted. Service is interrupted on Highway 395 bend, and the Lakeview housing area. Due to the terrain/topography the site requires the antennas to be placed on the mountainside. As you can see by exhibit A, this location allows Verizon to cover both north and south of highway 395, along with shooting coverage directly into the Lakeview housing area.
- 4) SEE SITE PLANS
- 5) SEE SURVEY / SITE PLANS
- 6) SEE SURVEY / SITE PLANS
- 7) SEE SITE PLANS
- 8) No Collocation options available. Antenna and equipment is developed strictly for Verizon Wireless use.
- 9) Antenna and equipment is developed strictly for Verizon Wireless use. Due to the small size in tower height this site cannot be co-locatable. Installation of a monopole would be need to be installed in order to accommodate additional carriers.
- 10) SEE LANDSCAPE SITE PLANS
- 11) SEE ATTACHED FCC INFORMATION
- 12) SEE LANDSCAPE SITE PLANS

13) SEE ATTACHED EME REPORT

14) SEE ATTACHED LEASE AGREEMENT

15) SEE ATTACHED PHOTOS

16) SEE ATTACHED LANDSCAPE PLANS

17) N/A: Per lease agreement Verizon is responsible for removal of equipment within 90 days of discontinued use. Please see Section "12" in the attached lease agreement.

Please confirm these items satisfies any further comments the planning department may have and deems the application complete. If you have any further question or comments please contact me at (916)549-6646 or at Joey.acquistapace@epicwireless.net.

Thank you,

Joey Acquistapace

Epic Wireless Group, Inc.

916-549-6646

	verizo	on√ ⁶ N N	NORTH CARSON 585 DUCK HILL RD WASHOE VALLEY, NV 897 WASHOE COUNTY PSL# 285393 Project# 20141129550		Verizon Viacua Valor Viacua Valor Viacua Valor Viacua Via
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ALTERNATIVE LOCATION

This location was looked into but will not work due to the hillside to the north blocking coverage north on Highway 580. The hillside elevation increases 150' from the location we looked into. This location would only provide coverage to the Lakeview area and South of Highway 80.



Exhibit A



Lakeview Housing

















verizon[/]

Radio Frequency Exposure

FCC Compliance Assessment per Verizon Policy

\boxtimes Pre-Activation \square Post-Activation

	SITE-SPECIFIC-IN	FORMATION				
Site Name	North Carson SC1	Multi-Licensee Facility	□ YES ⊠ NO			
Peoplesoft ID	285393	Whith-Elicensee Facility				
Street Address	685 Duck Hill Road	Is Verizon a Significant				
City, State Zip	Washoe Valley, NV 89704	Contributor To <u>Co-Locator</u> Areas Requiring Mitigation?	🗆 YES 🗆 NO 🖾 N/A			
Verizon's Max % MPE (Measured - Occupational)	N/A	Verizon's Max % MPE (Predictive - Occupational)	13%			
Structure Type	POLES	Assessment Date	May 24, 2016			
Broadcast (AM/FM/TV) Co-Locators	🗆 YES 🛛 NO	Assessment Purpose	New Cell Site			
Total Access Points	N/A	Total Report Revisions	N/A			
Original Report Date	June 8, 2016	Report Revision Date	N/A			
	⊠ COMPLIANT AS DESIGNED					
Compliance Status	COMPLIANT PER RF SAFETY PLAN SUBMISSION					
	□ MITIGATION IS REQUIRED					

	VERIZON'S WORST-CASE RF EMISSIONS IN ACCESSIBLE AREAS AT THIS FACILITY
\boxtimes	BELOW the General Population MPE limit
	ABOVE the General Population MPE limit and BELOW the Occupational MPE limit
	ABOVE the Occupational MPE limit and BELOW 10x the Occupational MPE limit
	ABOVE 10x the Occupational MPE limit

<u>Final</u> <u>Compliant</u> <u>Configuration</u>	A NOTICE A The Variation of the State of th			WARNING	INFORMATION The last ACCED POINTs and the set ACCED POINTs and the set ACCED POINTs and the set ACCED POINT and the		
	GUIDELINES	NOTICE	CAUTION	WARNING	NOC INFO	B	ARRIER/MARKER
Access Point(s)	□ [#]	□ [#]	□ [#]	□ [#]	□ [#]		
Alpha	□ [#]	□ [#]	□ [#]	□ [#]	□ [#]		
Beta	□ [#]	□ [#]	□ [#]	□ [#]	□ [#]		

NOTE: The table above represents EVERY compliance item that MUST be implemented at this location; also in Section 4.b.

Additional Compliance Requirements(s):

Training required for authorized personnel needing close approach to antennas; see Section 4.c.

Consultant Legal Name	Hammett & Edison, Inc.	Phone/Fax	707/996-5200 phone 707/996-5280 fax		
Address	Consulting Engineers	Regulatory Compliance Services for the Wireless Industry			
	470 Third Street West	RF Exposure, Noise, Interference & Coverage Studies			
	Sonoma, CA 95476	www.h-e.com			

Confidential & proprietary material for authorized Verizon Wireless personnel only. Use, disclosure or distribution of this material is not permitted to any unauthorized persons or third parties except by written agreement. | Verizon Wireless 285393 report prepared by Hammett & Edison, Inc. X6CT

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	a. b. c. d. a. b. c. a. b. c. d. a. b. c. d. a. b. c. d. a. b. c. b. b. c. b. b. c. b. b. c. b. b. c. b. b. c. b. b. c. b. b. c. b. b. c. b. b. c. b. b. c. b. b. c. b. b. c. b. b. c. b. b. c. b. b. c. b. b. c. b. b. c. b. b. c. b. b. b. c. b. b. b. c. b. b. b. c. b. b. b. c. b. b. b. c. b. b. b. c. b. b. b. c. b. b. b. c. b. b. b. c. b. b. b. c. b. b. b. c. b. b. b. c. b. b. b. c. b. b. b. b. b. b. b. b. b. b. b. c. b. b. b. b. b. b. b. b. b. b. b. b. b.	 c. Existing Verizon Observations d. Antenna Inventory Analysis a. Field Measurements b. Predictive Model: All Collocated Transmitters c. Predictive Model: Verizon Transmitters Conclusion a. Conclusion Narrative b. Signage/Barrier Diagram c. Signage/Barrier Diagram c. Signage/Barrier Installation Detail Appendix A: Site Photos a. Structure b. Access Point(s) c. Individual Sectors d. Miscellaneous Appendix B: Survey Methodology a. Survey Procedures b. Survey Fquipment Certification Appendix C: RF Consultant Certifications a. Preparer Certification Appendix D: Reference Information (from Verizon) a. FCC Rules & Regulations b. Occupational Safety and Health Administration (OSHA) Requirements c. RF Signage d. Physical Barriers.

1. Introduction

Verizon Wireless has contracted with Hammett & Edison, Inc., an independent Radio Frequency consulting firm, to conduct a **Radio Frequency Exposure (RFE) FCC Compliance Assessment** of the "North Carson SC1" cell site. The following report contains a detailed summary of the Radio Frequency environment as it relates to Federal Communications Commission (FCC) and Occupational Safety & Health Administration (OSHA) Rules and Regulations for all individuals.

The Verizon Wireless antenna data was provided by:

Name	Kelley Johnson	
Title	Leasing Coordinator Epic Wireless Group	
Date	May 17, 2016	
Sub-Market	Nevada	1.1.1

This compliance assessment and report has been **prepared** and **reviewed** by:

	Preparer	Reviewer
Name	Neil J. Olij, P.E.	Andrea L. Bright, P.E.
Title	Staff Engineer	Senior Engineer
Date	June 8, 2016	June 8, 2016

This report utilizes the following **for predictive modeling of the ambient RF environment**: **MPE Modeling Program**: RFR.Ground v1.24.5 **Required Modeling Assumptions**: 100% Duty Cycle and Maximum Total Power Output.

Additional Modeling Assumptions:

- OET-65 formulas used including 1.6 field reflection
- · Manufacturer's antenna patterns assumed
- 2-meter person height assumed
- Spatial averaging assumed
- Assumes operating power reported by Verizon and, as required, typical conditions for collocated carriers (see Section 2.d.)

2. Site Characteristics

a. Structure

Physical Description	Four 17-foot poles to be located at 685 Duck Hill Road in Washoe Valley, NV
Single-Family Home	□ YES ⊠ NO
Latitude (NAD 83)	39-12-38.17 N
Longitude (NAD 83)	119-48-04.41 W
Total Analyzed Elevations (Roof Levels)	Ground terrain data from topographic maps ranging from 9 feet above to 84 feet below the base of the poles.



b. Accessibility

Did the property owner or agent of the property owner (e.g. a security guard) grant you access to the rooftop/site?	🗆 YES 🖾 NO
If not - were you required to be escorted by Verizon personnel in order to gain access?	□ YES ⊠ NO □ N/A
Were you required to provide any proof of identity to gain access?	□ YES ⊠ NO □ N/A
What specific documents were required in order to gain access?	None
All access points locked at time of assessment?	□ YES □ NO ⊠ N/A
All access points alarmed at time of assessment?	□ YES □ NO ⊠ N/A
Were there any broken locks or inoperable alarms on any of the access points to the roof?	□ YES □ NO ⊠ N/A
Were there any access issues caused by either the property owner or agent of the property owner?	□ YES ⊠ NO
Additional Notes:	

The antennas are to be mounted high on tall poles and would require specialized equipment to access.

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2.c. Existing Verizon Observations

<u>Existing</u> Observations	Control of the second sec		CAUTION A CAUTION A CAUTON A CAUT		INFORMATION This is an ACCCSS FORT to an area with transmitting antenans. Series and antenans of the series of the series of the series of the series of		
	GUIDELINES	NOTICE	CAUTION	WARNING	NOC INFO	B	ARRIER/MARKER
Access Point(s)	□ [#]	□ [#]	□ [#]	□ [#]	□ [#]		
Alpha	□ [#]	□ [#]	□ [#]	□ [#]	□ [#]		
Beta	□ [#]	□ [#]	□ [#]	□ [#]	□ [#]		

NOTE: The table above represents EXISTING compliance items implemented at this location. **Proposed site: no existing signage.**

rioposeu	sile,	110	existing	signage.	

Are Verizon signs posted on the front, back and sides of antenna arrays where possible?	🗆 YES 🗆 NO 🖾 N/A
Are Verizon signs visible from all areas of approach?	□ YES □ NO ⊠ N/A
Are there any broken, damaged or illegible Verizon signs?	🗆 YES 🗆 NO 🖾 N/A
Are there any broken or damaged Verizon physical barriers?	🗆 YES 🗆 NO 🛛 N/A
Are there any Verizon indicative markers in need of repair or replacement?	🗆 YES 🗆 NO 🖾 N/A

d. Antenna Inventory

Z-height represents the distance from the nearest walking surface to the of the antenna.	□ Bottom ⊠ Centerline □ Top
NON-Verizon Co-locator Data	🗆 Estimates 🗆 Actual Data 🖾 N/A

2.d. Antenna Inventory (continued)

Date:	5/13/16	RF ENGINEER	valeje3		Technologies (Before)		
Cell Name:	NORTH CARSON SC1	Switch & Cell Number	/ 8806		Technologies (After)	700 [4x], AWS [4x]	0
Address	685 DUCK HILL RD, Washoe Valley	Type of Structure	Pole Used Only to Mount Antenna			Before	After
County	Washoe	Support Structure Ht (ft)	17		Total # of Antennas		4
MSA/RSA	Reno, NV	Latitude (NAD83)	39.210603	39 12'38.17" N	Total # Runs of Coax		0
PSLC	285393	Longitude (NAD83)	-119.801225	119 48'04.41" W	Total # RRHs		4
Project Number		Tower Owner	Verizon Wireless		Total # Di/Triplexers	- Constanting of the	0
Before Source		Tower Type	Undetermined		Total # TMAs		0
After Source	GeoPlan ver 0002 (05/13/2016)				RET	1	Daisy Chain
					HYBRID Cable		REQUIRED

	SITE 1		
Site Configuration	ALPHA	BETA	
	After	After	
Total Number of Antennas (quantity)	2	2	
TOTAL 700 LTE ANTENNA	2	2	
700 LTE Antenna Azimuth	230	345	
700 LTE Antenna Manufacturer	ANDREW	ANDREW	
700 LTE Antenna Model	SBNHH-1D458_PORT 1 - +45_04DT_0752	5BNHH-1D658_PORT 1 +45 04DT 0746	
700 LTE Antenna Rad Center (ft)	14	14	
700 LTE Antenna Mechanical Tilt (MDT)	0	0	
700 LTE Antenna Electrical Tilt (EDT)	0	0	
700 LTE Max Transmitter Power (W)	40	40	
700 LTE Total Transmitters	2	2	
700 LTE Remote Radio Head Count	1	1	
700 LTE Radio Model	RRU511+AZ	RRUS11+A2	
TOTAL AWS LTE ANTENNA	Shared with 700 LTE	Shared with 700 LTE	
AWS LTE Antenna Azimuth	230	345	
AWS LTE Antenna Manufacturer	ANDREW	ANDREW	
AWS LTE Antenna Model	58NHH-1D458_PORT 3 - +45_02DT_2120	58NHH-1D658_PORT 3 +45_02DT_2120	
AWS LTE Antenna Rad Center (ft)	14	14	
AWS LTE Antenna Mechanical Tilt (MDT)	0	0	
AWS LTE Antenna Electrical Tilt (EDT)	0	0	
AWS LTE Max Transmitter Power (W)	60	60	
AWS LTE Total Transmitters	2	2	
AWS LTE Remote Radio Head Count	1	1	
AWS LTE Radio Model	RRU512+A2	RRUS12+A2	

Based on the antenna inventory shown on the left, the maximum effective radiated power (ERP) in any direction is calculated to be:

Band	ERP		
700 MHz	1,250 watts		
AWS	4,330		

Calculations based on zoning drawings by Meridian Management, LLC, dated March 24, 2016.

X6CT

Reference heights (above pole base): Ground: +9 to -84 ft
3. Analysis

Could field measurements be taken in areas with Verizon antennas?	□ yes □ no ⊠ n/a
Describe why measurements could not be taken - if applicable.	N/A
Adjacent Structure(s)	🗆 Touching 🗆 Potential Concern 🗵 No Concern
If the structure is a Single-Family Residential Home, were measurements taken inside the residence?	\Box yes \Box no \boxtimes n/A
Field Measurement Equipment	\Box Broadband \Box Narrowband \boxtimes N/A
Field Measurement Start Time	N/A
Field Measurement End Time	N/A
Location Broadband Equipment Zeroed	N/A

a. Field Measurements:



Acces	s Point Legend:
Н	Hatch
D	Door
L	Ladder
F	Fire Escape

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X6CT

3.b. Predictive Model: All Collocated Transmitters

No collocated carriers; see Section 3.c.

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he area being modeled completely INACCESSIBLE to members of the general popula cluding untrained maintenance workers)?	ation □ YES ⊠ NO
induling untrained maintenance workers)?	County Subjectively, Share and Share

Reference Plane: Ground and Roof of Nearby Buildings





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4. Conclusion

a. Conclusion Narrative

Description of MPE-Limit Exceeding Areas:

None

Potentially Non-Compliant Co-Locator Areas: Verizon Responsibility

The following table represents potentially non-compliant co-locators for which Verizon is a 5% General Population MPE (1% Occupational MPE) contributor.

AT&T	T-Mobile	Sprint	US Cellular	Unknown	Other



-		Signage Legend:
A	ccess Point Legend:	N NOC
	H Hatch	G Guidelines
	D Door	B Blue NOTICE
	L Ladder	Y Yellow CAUTION
	F Fire Escape	O Orange WARNING

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4.b. Signage/Barrier Diagram (continued)

<u>Final</u> <u>Compliant</u> Configuration	EVENCE Events Construction Construction			WARNING	INFORMATION This is an ACCESS POINT of a de- train of the thready the series of the thready the thready the series of the thready thready the thready the the thready the		
	GUIDELINES	NOTICE	CAUTION	WARNING	NOC INFO	E	BARRIER/MARKER
Access Point(s)	□ [#]	□ [#]	□ [#]	□ [#]	□ [#]		
Alpha	□ [#]	□ [#]	□ [#]	□ [#]	□ [#]		
Beta	□ [#]	□ [#]	□ [#]	□ [#]	□ [#]		

NOTE: The table above represents EVERY compliance item that MUST be implemented at this location.

c. Signage/Barrier Installation Detail

<u>Mitigation</u> <u>Actions</u> <u>Required/Taken</u>	Amora Ami Jania S Maria Santa Ami Maria Santa	and a stand of theme (or each	((1-1))	Alam.		Ingeneration Ingeneration to the part ball of Proceedings of the participation program that and the part of the second part of		Contraction of the local division of the loc	This is an ACC area with transm	•••••••••		1
	GUIDE	LINES	NOT	TICE	CAU	LION	WAR	NING	NOC	INFO	BAR	RIER/MARKER
Access Point(s)	□ [#]	[#]	□ [#]	□ [#]	□ [#]	□ [#]	□ [#]	□ [#]	□ [#]	□ [#]		
Alpha	□ [#]	□ [#]	□ [#]	□ [#]	□ [#]	□ [#]	□ [#]	□ [#]	□ [#]	□ [#]		
Beta	□ [#]	□ [#]	□ [#]	□ [#]	□ [#]	□ [#]	□ [#]	□ [#]	□ [#]	□ [#]		
	ADD	REM	ADD	REM	ADD	REM	ADD	REM	ADD	REM	A	DD ONLY

NOTE: The table above represents either the signage/barriers installed / removed OR items required by the market (if mitigation is not installed by consultant/vendor).

	SPECIAL MITIGATION INSTRUCTIONS
Items to be Installed	None
Items to be Removed	N/A
Items to be Repaired/Replaced	N/A

It is recommended that appropriate RF safety training, to include review of personal monitor use and lockout/tagout procedures, be provided to all authorized personnel who have access to the antennas.

5. Appendix A: Site Photos

a. Structure

Site is not currently built. Proposed antenna location shown in photo below.



b. Access Point(s)

N/A

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5.c. Individual Sectors

Site is not currently built. Views in both directions from ground level shown in photos below. Sector $A - 230^{\circ}T$



Sector B - 345°T



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5.d. Miscellaneous

N/A

6. Appendix B: Survey Methodology

a. Survey Procedures

The site survey was conducted by Mr. Michael Crowe, a qualified field technician employed by Hammett & Edison, Inc., during normal business hours on May 24, 2016, a non-holiday weekday. No RF measurements were taken, as there are no Verizon antennas currently installed.

b. Survey Equipment Certification

N/A

7. Appendix C: RF Consultant Certifications

a. Preparer Certification

I, Neil J. Olij, P.E., the preparer of this report, am fully aware of and familiar with the Rules and Regulations of both the Federal Communications Commissions (FCC) and the Occupational Safety and Health Administration (OSHA) with regard to Human Exposure to Radio Frequency Radiation. I am also fully aware of and familiar with the Verizon Wireless Signage & Demarcation Policy. I have reviewed this Radio Frequency Exposure Assessment report and believe it to be both true and accurate to the best of my knowledge.



b. Reviewer Certification

I, Andrea L. Bright, P.E., the reviewer and approved of this report, am fully aware of and familiar with the Rules and Regulations of both the Federal Communications Commissions (FCC) and the Occupational Safety and Health Administration (OSHA) with regard to Human Exposure to Radio Frequency Radiation. I am also fully aware of and familiar with the Verizon Wireless Signage & Demarcation Policy. I have reviewed this Radio Frequency Exposure Assessment report and believe it to be both true and accurate to the best of my knowledge.

RUD PROFESSION REAL. PACTOR J Bright E 20309 * Exp. <u>3-31-2017</u> * OF CALIFORNIA	
--	--

8. Appendix D: Reference Information (from Verizon)

a. FCC Rules & Regulations

The Federal Communications Commission (FCC) has established safety guidelines relating to RF exposure from cell sites. The FCC developed those standards, known as Maximum Permissible Exposure (MPE) limits, in consultation with numerous other federal agencies, including the Environmental Protection Agency, the Food and Drug Administration, and the Occupational Safety and Health Administration. The standards were developed by expert scientists and engineers after extensive reviews of the scientific literature related to RF biological effects. The FCC explains that its standards "incorporate prudent margins of safety." The following represents explanations of the most applicable information:

Two Classifications for Exposure Limits

Occupational - Applies to situations in which persons	General Population - Applies to situations in which
are "exposed as a consequence of their <i>employment</i> " and are " <i>fully aware</i> of the potential for exposure and	persons are "exposed as a consequence of their employment may not be made fully aware of the
can exercise control over their exposure".	potential for exposure or <i>cannot exercise control</i> over their exposure". Generally speaking, those without significant and documented RF Safety & Awareness training would be in the General Population classification.

Environment Classification

Controlled – Applies to environments that are restricted	Uncontrolled – Applies to environments that are
or "controlled" in order to prevent access from members	unrestricted or "uncontrolled" that allow access from
of the General Population classification.	members of the General Population classification.

Frequency	Power Density	Averaging Time
Range	(S)	$ E ^2$, $ H ^2$, or S
(MHz)	(mW/cm^2)	(minutes)
300-1500	f/300	6
Chick Parket II - 2 - Add Anno 2 - Chick Parket	-	1.4
Limits for G	5 eneral Population/Unc	
	5 eneral Population/Unc Power Density	ontrolled Exposure
<i>Limits for G</i> Frequency	Power Density	ontrolled Exposure Averaging Time
<i>Limits for G</i> Frequency Range	Power Density (S)	ontrolled Exposure Averaging Time E ² , H ² , or S

Significant Contribution to the RF Environment

Any carrier contributing an aggregate MPE percentage of 5 or more (to the applicable RF Environment Classification) is defined as a significant contributor. This means that if any area is determined to be out of compliance with FCC rules, all significant contributors are jointly responsible for correcting any deficiencies.

b. Occupational Safety and Health Administration (OSHA) Requirements

A formal adopter of FCC Standards, OSHA stipulates that those in the Occupational classification must complete training in the following: RF Safety, RF Awareness, and Utilization of Personal Protective Equipment. OSHA also provides options for Hazard Prevention and Control:

Hazard Prevention	Control	
Utilization of good equipment	 Employ Lockout/Tag out 	
 Enact control of hazard areas 	 Utilize personal alarms & protective clothing 	
Limit exposures	 Prevent access to hazardous locations 	
· Employ medical surveillance and accident	 Develop or operate an administrative control 	
response	program	

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8.c. RF Signage

Areas or portions of any transmitter site may be susceptible to high power densities that could cause personnel exposures in excess of the FCC guidelines. These areas must be demarcated by conspicuously posted signage that identifies the potential exposure. Signage MUST be viewable regardless of the viewer's position.

GUIDELINES	NOTICE	CAUTION	WARNING
This sign will inform anyone of the basic precautions to follow when entering an area with transmitting radiofrequency equipment.	This sign indicates that RF emissions may exceed the FCC General Population MPE limit.	This sign indicates that RF emissions may exceed the FCC Occupational MPE limit.	This sign indicates that RF emissions may exceed at least 10x the FCC Occupational MPE limit.
A contract and many energy energ	Nootice Image: State of the sta	CAUTION Transmiting Areanady Intermediation of requery furthe break this points MAY County of the break to the county of the break to the points MAY County of the break to the county of the break to the points MAY County of the break to the break to the break to the points MAY County of the break to th	Constraints of the second

NOC INFORMATION	INFORMATION
Information signs are used as a means to provide contact information for any questions or concerns. They will include specific cell site identification information and the Verizon Wireless Network Operations Center phone number.	This is an ACCCSS POINT to an area with transmitting antennas, more stage antennas, more stage and antennas and antennas

d. Physical Barriers

Physical barriers are control measures that require awareness and participation of personnel. Physical barriers are employed as an additional administration control to complement RF signage and physically demarcate an area in which RF exposure levels may exceed the FCC General Population limit. **Example**: chain-connected stanchions

e. Indicative Markers

Indicative markers are visible control measures that require awareness and participation of personnel, as they cannot physically prevent someone from entering an area of potential concern. Indicative markers are employed as an additional administration control to complement RF signage and visually demarcate an area in which RF exposure levels may exceed the FCC General Population limit. **Example**: paint stripes

Joey Acquistapace

Subject:

North Carson SC 1

Below are the FCC Call Signs for Washoe County:



Please use the link to get copies of the licenses: http://wireless2.fcc.gov/UIsApp/UIsSearch/searchLicense.jsp

1

Thank you,

verizon

Jennifer Valencia Engr 1 - RF Engineer

295 Parkshore Drive Folsom, CA 95630

O 916-357-2567 Jennifer. Valenciata VerizonWireless.com

ULS License

AWS-3 (1695-1710 MHz, 1755-1780 MHz, and 2155-2180 MHz) License - WQVP252 - Cellco Partnership

WQVP252	Radio Service	AT - AWS-3 (1695-1710 MHz, 1755-1780 MHz, and 2155- 2180 MHz)	
Active	Auth Type	Regular	
CMA171 - Reno, NV	Channel Block	G	
0	Associated Frequencies (MHz)	001755.0000000- 001760.0000000 002155.0000000- 002160.0000000	
04/08/2015	Expiration	04/08/2027	
04/16/2015	Cancellation		
llines			
04/08/2021	2nd	04/08/2027	
ates			
	2nd		
0003290673	Type	General Partnership	
Cellco Partnership 1120 Sanctuary Pkwy #150 - GASA5REG Alpharetta, GA 30009 ATTN Regulatory		P:(770)797-1070 F:(770)797-1036 E:licensingcompliance@verizonwireless.com	
5	P:(770)797-1070		
	Active CMA171 - Reno, NV 0 04/08/2015 04/16/2015 Mines 04/08/2021 ates 0003290673	Active Auth Type CMA171 - Reno, NV Channel Block 0 Associated Frequencies (MHz) 04/08/2015 Expiration 04/08/2015 Cancellation 04/08/2021 2nd ates 2nd 0003290673 Type Nip Y Pkwy #150 - GASA5REG P:(770)797-10: F:(770)797-10: E:licensingcomp	

Verizon Wireless
Licensing Manager
1120 Sanctuary Pkwy, #150 GASA5REG
Alpharetta, GA 30009-7630
ATTN Regualtory

P:(770)797-1070 F:(770)797-1036 E:LicensingCompliance@VerizonWireless.com

Ownership and Qua ifications

 Radio Service Type
 Mobile

 Regulatory Status
 Common Carrier
 Interconnected
 Yes

Alien Ownership

The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications

http://wireless2.lcc.gov/UIsApp/UIsSearch/license.jsp?licKey=3688484&printable

5/19/2016

ULS License - AWS-3 (1895-1710 MHz, 1755-1780 MHz, and 2155-2180 MHz) License - WQVP252 - Cellco Parlnership

The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits

This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity

Gender

http://wireless2.fcc.gov/UIsApp/UIsSearch/license.jsp?licKey=3688484&printable

OPTION AND LEASE AGREEMENT

This Agreement is made as of the last date of execution indicated on the signature page below, between Joyce A. Herceg and Larry Herceg, wife and husband, with its principal offices located at 685 Duck Hill Road, Washoe Valley, Nevada 89704, hereinafter designated LESSOR and Sacramento Valley Limited Partnership d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

LESSOR is the owner of that certain real property located at 685 Duck Hill Road, Washoe Valley, County of Washoe, Nevada, as shown on the Tax Map of the County of Washoe as Assessor's Parcel Number 055-270-11 (the entirety of LESSOR's property is referred to hereinafter as the "Property"). LESSEE desires to obtain an option to lease portions of said Property, being described as a 14.9' by 7' parcel and a 6.2' by 3' parcel (collectively, the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty four (24) hours a day, on foot or motor vehicle, including trucks over or along a right of way extending from the nearest public right of way to the Land Space and between the parcels comprising the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space and between the parcels comprising the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the sum of to be paid by LESSEE to the LESSOR, the LESSOR hereby grants to LESSEE the right and option to lease said Premises, for the term and In accordance with the covenants and conditions set forth herein. The foregoing payment shall be made by LESSEE within forty five (45) days of execution of this Agreement or of receipt by LESSEE from LESSOR of the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Agreement below, whichever occurs later. The providing by LESSOR of Rental Documentation to LESSEE shall be a prerequisite for the payment of the foregoing amount or any other option or rental payment, if applicable, by LESSEE, and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any payment(s) until Rental Documentation has been supplied to LESSEE.

This option may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which

North Carson SC1 6987000.1395536.2

acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

Should LESSEE fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and LESSOR shall retain all money paid for the option, and no additional money shall be payable by either Party to the other.

LESSOR shall cooperate with LESSEE in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit LESSEE use of the Premises. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE.

The LESSOR shall permit LESSEE, during the option period, free ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as LESSEE may deem necessary, at the sole cost of LESSEE.

LESSOR agrees to execute a Memorandum of this Option to Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Option to Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

Notice of the exercise of the option shall be given by LESSEE to the LESSOR in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date it is posted and thereupon the following agreement shall take effect:

LEASE AGREEMENT

This Agreement is made as of the last date of execution indicated on the signature page below, between Joyce A. Herceg and Larry Herceg, wife and husband, with its principal offices located at 685 Duck Hill Road, Washoe Valley, Nevada 89704, hereinafter designated LESSOR and Sacramento Valley Limited Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop AAW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. <u>PREMISES</u>. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 685 Duck Hill

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Road, Washoe Valley, County of Washoe, Nevada, and being described as a 14.9' by 7' parcel and a 6.2' by 3' parcel (collectively, the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty four (24) hours a day, on foot or motor vehicle, including trucks over or along a right of way extending from the nearest public right of way to the Land Space and between the parcels comprising the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space and between the parcels comprising the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map of the County of Washoe as Assessor's Parcel Number 055-270-11.

2. <u>CONDITION OF PROPERTY</u>. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's construction of its improvements and clean and free of debris.

3. TERM; RENTAL.

This Agreement shall be effective as of the date of execution by both Partles (the "Effective Date"), provided, however, the initial term shall be for five (5) years and shall commence on the first day of the month in which notice of the exercise of the option, as set forth above, is effective (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental of ________ to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 17 below. LESSOR and LESSEE acknowledge and agree that initial rental payment shall not actually be sent by LESSEE until thirty (30) days the Commencement Date. LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") including without limitation: (i) documentation evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a completed Internal Revenue Service Form W-9, or equivalent for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE and within fifteen (15) days of obtaining an interest in the Property or this Agreement, and sasignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE such Rental Documentation. All documentation to LESSEE shall be a prerequisite for the bayment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE sprovided herein.

Within thirty (30) days of a written request from LESSEE, LESSOR or any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation. Delivery of Rental

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Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

4 ELECTRICAL. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSOR shall read LESSEE's sub-meter on a monthly basis and provide LESSEE with an invoice for LESSEE's power consumption on an annual basis. Specifically, after the expiration of each calendar year, LESSOR shall determine LESSEE's actual electrical power consumption and resulting charges for the immediately preceding calendar year based on reading of the LESSEE's submeter on a monthly basis and the electricity bills received by LESSOR throughout such calendar year. Each invoice shall reflect charges only for LESSEE's power consumption based on the average kilowatt hour rate actually paid by LESSOR to the utility for electricity, without mark up or profit. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, M/S 3846, Post Office Box 2375, Sookane, Washington 99210-2375 and each invoice shall include the LESSEE's site name of "North Carson SC1", shall be provided to LESSEE within ninety (90) days following the conclusion of each calendar year (the "Invoice Period"), and shall be accompanied by copies of the electricity bills received by LESSOR during the subject calendar year and documentation of the sub-meter readings applicable to such calendar year. If LESSOR fails to deliver an invoice to LESSEE within the Invoice Period, LESSOR waives any right to collect any electrical charges from LESSEE for the subject calendar year. LESSEE shall pay each annual power consumption charge within forty-five (45) days after receipt of the invoice from LESSOR.

LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

5. <u>EXTENSIONS</u>. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

6. USE: GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain

such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (III) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in accordance with the notice provisions set forth in Paragraph 17 and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

7. INDEMNIFICATION. Subject to Paragraph 8, below, each Party shall indemnify and hold the other harmless against any claim of Itability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damagos may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

8. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

9. <u>LIMITATION OF LIABILITY</u>. Except for indemnification pursuant to Paragraphs 7 and 21, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

 <u>ANNUAL TERMINATION</u>. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

11. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

12. <u>REMOVAL AT END OF TERM.</u> LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its equipment, conduits, fixtures and all personal property and restore the ^Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

13. <u>RIGHT OF FIRST REFUSAL (COMMUNICATIONS EASEMENT)</u>. If LESSOR elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of transfer on the same terms and conditions of such offer. If LESSER fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third person in accordance with the terms of conditions of such third party offer.

14. <u>RIGHTS UPON SALE</u>. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Building thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. In the event that LESSOR completes any such sale, transfer, or grant described in this paragraph without executing an assignment of this Agreement whereby the third party agrees in writing to assume all obligations of

North Carson SC1 6987000.1395536.2 LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

15. QUIET ENJOYMENT AND REPRESENTATIONS. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

16. <u>ASSIGNMENT</u>. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

17 NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

> LESSOR: Joyce A. Herceg and Larry Herceg, wife and husband 685 Duck Hill Road, Washoe Valley. Nevada 89704

LESSEE: Sacramento Valley Limited Partnership d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. <u>RECORDING.</u> LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

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19. DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the thirty (30) days party and so the breaching Party as failed to cure the breach within the three priods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business in the Building; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

20. <u>REMEDIES</u>. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or Judicial decisions of the state in which the Premises are located. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an involce setting forth the amount due, LESSEE may offset the full undisputed amount is fully reimbursed to LESSEE.

21. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Building or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in

effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by LESSEE.

22. CASUALTY. In the event of damage by fire or other casualty to the Building or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEt to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSE's use of the Premises is impaired.

23. <u>APPLICABLE LAWS</u>. During the Term, LESSOR shall maintain the Property, the Building, Building systems, common areas of the Building, and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Building in general, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

24. <u>MISCELLANEOUS</u>. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by

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all parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. This Agreement and the performance thereof shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

Date:

LESSEE:

Joyce A. Herceg and Larry Herceg, wife and husband

Sacramento Valley Limited Partnership d/b/a Verizon Wireless By AirTouch Cellular, Its General Partner

A. Herceg Date

Date: Name: Larry /Herceg 112412010

By:__ Name: Phillip French Title: Executive Director - Network

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