



# **RESOLUTION No. 11-119**

## **OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

### **RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT BETWEEN THE COUNTY OF NEVADA AND T-MOBILE WEST CORPORATION FOR TOWER RENTAL**

WHEREAS, the County of Nevada and T-Mobile West Corporation entered into a License and Easement Agreement on April 20, 2010 for the rental of space on the County-owned Telecommunications Tower And Equipment Room located at 980 Helling Way, Nevada City, CA, 95959, APN 05-020-018 on a temporary basis; and

WHEREAS, the original Agreement expired on May 18, 2010 and both parties desire to enter into a long term lease agreement.

NOW THEREFORE, BE IT RESOLVED that the Nevada County Board of Supervisors hereby directs that:

1. The Board Chair is authorized to execute on behalf of the County of Nevada a Lease Agreement with T-Mobile West Corporation for the rental of tower and ground space located at 980 Helling Way, Nevada City, CA, 95959, APN 05-020-018.
2. The term of the License granted under this Agreement shall be for a term of ten (10) years and will commence upon the full execution of the Lease Agreement.
3. The monthly rent shall be \$1,700 payable on the fifth day of each month, and shall be subject to an annual increase of 3%. The first payment of rent shall be payable within twenty (20) days of the Commencement Date.
4. The Nevada County Auditor-Controller is authorized to receive and deposit rent revenue into the Facilities Management budget 0101-10702-415-1000 - 430200.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 22nd day of March, 2011, by the following vote of said Board:

Ayes: Supervisors Nate Beason, Ed Scofield,  
Terry Lamphier & Hank Weston.  
Noes: None.

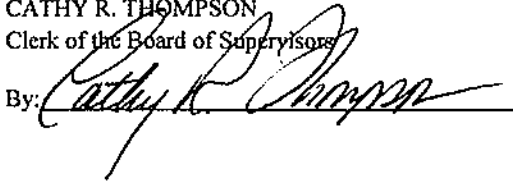
ATTEST:

Absent: Ted S. Owens.

CATHY R. THOMPSON  
Clerk of the Board of Supervisors

Abstain: None.

By:

  
Edward C. Scofield, Chair

DATE	COPIES SENT TO
3/23/11	Facilities Management
	A-C*

# SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is by and between the County of Nevada, a political subdivision of the State of California ("Landlord") and T-Mobile West Corporation, a Delaware corporation ("Tenant").

## RECITALS:

WHEREAS, Landlord and Tenant hereby acknowledge that Tenant has a temporary wireless telecommunications cell site located on Landlord's Property (as defined below) pursuant to that certain License and Easement Agreement dated April 20, 2010, as amended (the "Prior Lease") and that it is the intent of both parties that upon full execution hereof, this Lease shall supersede the Prior Lease which, as of the Commencement Date hereof, shall automatically terminate and be of no further force or effect.

NOW THEREFOR, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by Landlord and Tenant, each, intending to be bound, and to incorporate the above WHEREAS as if it were a provision within the body of this Lease, hereby agrees as follows:

### 1. Option to Lease.

(a) Upon the Commencement Date as defined below, Landlord hereby leases the use of a portion of the real property described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein.

(b) Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communications Commission ("FCC") ("Governmental Approvals"), including all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits, and Landlord expressly grants to Tenant a right of access to the Property to perform surveys, soils tests, and other engineering procedures or environmental investigations on the Property necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system design, operations and Governmental Approvals. Notwithstanding the foregoing, Tenant may not change the zoning classification of the Property without first obtaining Landlord's written consent. Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property.

(c) As of the Commencement Date, Landlord hereby leases to Tenant the use of that portion of the Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 980 Helling Way, Nevada City, CA 95959, A.P.N. 05-020-018, comprises approximately two hundred seven (207) square feet space and eight (8) vertical feet of space on Landlord's tower with a centerline of 35 feet above ground level for the Permitted Use of the Antenna Facilities all as more particularly depicted on the Exhibit B attached hereto.

2. Term. The initial term of this Lease shall be ten (10) years commencing on the full execution of both parties.

### 3. Rent.

(a) From and after the Commencement Date, Tenant shall pay Landlord or designee, as rent, one thousand seven hundred and no/100 dollars (\$1,700) per month ("Rent"). The first payment of Rent shall be due within twenty (20) days following the Commencement Date and shall be prorated based on the days remaining in the month following the Commencement Date, and thereafter Rent will be payable monthly in advance by the fifth day of each month to Landlord at the address specified in Section 11 below. If this Lease is terminated for any reason (other than a default by Tenant) at a time other than on the last day of a month, Rent shall be prorated as of the date of termination and all prepaid Rent shall be immediately refunded to Tenant. Landlord, its successors, assigns and/or designee, if any, will submit to Tenant any documents required by Tenant in connection with the payment of Rent, including, without limitation, an IRS Form W-9.

(b) Beginning on the first anniversary of the Commencement Date, and on each and every anniversary of this date, the monthly Rent provided in Subsection 4(a) above shall be subject to an increase from the monthly Rent payable during the immediately preceding year of the Lease term by three percent (3%)."

4. Permitted Use. The Premises may be used by Tenant for the transmission, amplification and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, tower cabinet and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities (collectively, the "Permitted Use"). Tenant's use of the Premises shall conform to the equipment and antenna specifications described in Exhibit A, attached hereto and by reference made a part hereof. Tenant shall not expand its use of the Premises beyond the scope of said specifications nor use the Premises for any other purposes without the express written consent of the Landlord's Facilities Manager, and shall comply with all requirements of any and all permits. It is understood and agreed to by each party that Tenant shall have the right to make changes to and replacements of equipment which are of a substantially similar or 'like-kind' nature without having to obtain the consent of Landlord, provided such changes do not alter the square footage of the Premises of the Premises nor materially change the visual impact or appearance of the Premises. Tenant shall notify Landlord in writing of any such changes made to the Premises without Landlord's consent.

### 5. Interference.

(a) Property. Tenant agrees not to use, nor permit those under its control, including, but not limited to, its employees, tenants, Tenant's invitees, agents and/or contractors, to use any portion of the Premises in any way which interferes with the current uses of the Property by Landlord. Such interference shall be deemed a material breach, and in the event of such interference caused by Tenant, Tenant shall terminate said interference promptly upon notice from Landlord.

(b) Telecommunications. Tenant shall meet and comply with all non-interference rules of the Federal Communications Commission ("FCC"). Subject to Tenant's rights hereunder, Tenant shall not use, nor shall Tenant permit its employees, invitees, agents or any others under its control to use the Property or Premises in any way which materially interferes with the operations of other telecommunications users on the Property existing as of the date of execution of this Lease. Upon written notification from Landlord, any such interference shall be deemed a material breach of this Lease by Tenant if resolution thereof is not promptly commenced and diligently pursued by Tenant. Similarly, Landlord shall not use, nor shall Landlord permit its employees, invitees, agents or any others under its control to use the Property in any way which materially interferes with the operations of Tenant as they exist at such time. Upon written notification from Tenant, any such interference shall be deemed a material breach of this Lease by Landlord if resolution thereof is not promptly commenced and diligently pursued by Tenant. Landlord acknowledges that continuing interference may cause irreparable injury to the operations of Tenant. In the event of prohibited interference not promptly addressed, the injured party shall have the right to terminate this Lease immediately upon written notice.

#### 6. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, equipment cabinets and related cables and utility lines and a location based system, including, without limitation, antenna(s), coaxial cable, base units, location based systems, and other associated equipment (collectively, the "Antenna Facilities"). Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances, and shall discharge or bond any mechanic's lien filed or recorded. Landlord acknowledges that it shall not intentionally or unreasonably interfere with any aspects of construction, including, without limitation, attempting to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below) ("Construction Interference"). Landlord further acknowledges that it will be responsible for any costs and damages (including, fines and penalties) that are directly attributable to Landlord's Construction Interference. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant an easement in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises ("Access") at all times during the Initial Term of this Lease and any Renewal Term at no additional charge to the Tenant.

(g) Tenant's construction activities shall not interfere with Landlord's operation of the Property, the operations of pre-existing wireless carriers on the Property nor damage the Property or the improvements located thereon.

#### 7. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within that thirty (30) day period;

(b) immediately if Tenant notifies Landlord of unacceptable results of any title report, environmental or soil tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon thirty (30) days' written notice by Tenant if the Property or the Antenna Facilities are, or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;

(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) at the time title to the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation; or

(f) upon thirty (30) days written notice by Tenant if Tenant determines that the Property or Antenna Facilities are inappropriate or unnecessary for Tenant's operations due to economic reasons.

8. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 11 hereof, to take effect immediately, if the other party (i) fails to perform any covenant for a period of thirty (30) days after receipt of written notice thereof to cure.

9. Taxes. Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which are directly attributable to the presence or installation of the Tenant's Antenna Facilities, only for so long as this Lease has not expired of its own terms or is not terminated by either party. Landlord hereby grants to Tenant the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of Landlord and/or Tenant, any personal property or real property tax assessments that may affect Tenant. If Landlord receives notice of any personal property or real property tax assessment against the Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 9.

10. Insurance and Subrogation and Indemnification.

(a) Tenant shall provide Commercial General Liability Insurance in an aggregate amount of One Million and no/100 dollars (\$1,000,000.00). Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain. Landlord shall be named as an additional insured on Tenant's Commercial General Liability insurance policy.

(b) Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs, and expenses, including reasonable attorney fees, to the extent caused by or arising out of: (a) the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or (b) a breach of any obligation of the indemnifying party under this Lease. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified party or anyone claiming through the indemnified party. The indemnifying party's obligations under this section are contingent upon: (i) its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and (ii) the indemnified party's granting it the right to control the defense and settlement of the same. Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this section shall survive the expiration or termination of this Lease. Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property, including the Premises.

11. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: PCS Lease Administrator / SC56222

With a copy to:

Attn: Legal Dept. / SC56222

And with a copy to:

T-Mobile West Corporation  
2380-A Bisso Lane  
Concord, CA 94520  
Attn: Lease Administration Manager / SC56222

With a copy to:  
Attn: Legal Dept. / SC56222

**If to Landlord, to:**  
County of Nevada  
950 Maidu Ave.  
Nevada City, CA 95959  
Attn: Tom Coburn, Facilities Management

**Send Rent payments to:**  
County of Nevada  
10014 North Bloomfield .  
Nevada City, CA 95959

12. **Quiet Enjoyment, Title and Authority.** Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant and which will not interfere with Tenant's rights to or use of the Premises; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord. Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

13. **Environmental Laws.** Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term of this Lease. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

14. **Assignment and Subleasing.** Tenant may, upon written notice to Landlord, assign or transfer (by sublease or otherwise) its rights arising under this Lease to any corporation, partnership or other entity which is: (i) controlled by, controlling or under common control with Tenant, (ii) shall merge or consolidate with or into Tenant, (iii) shall succeed to all or substantially all the assets, property and business of Tenant, or (iv) any affiliate or subsidiary or other party as may be required in connection with any offering, merger, acquisition, recognized security exchange or financing. Under all other circumstances, such assignment or transfer shall require Landlord's written consent, which consent shall not be unreasonably withheld. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder accruing thereafter and Landlord shall look solely to the assignee for performance under this Lease and all such obligations accruing thereafter hereunder provided such assignee accepts all such obligations in writing and is of substantially similar financial strength or credit worthiness as Tenant. Additionally, Tenant may, upon notice to Landlord, collaterally assign or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by such Secured Parties.

15. **Successors and Assigns.** This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

16. **Waiver of Landlord's Lien.** Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Parties' sole discretion and without Landlord's consent.

17. **Miscellaneous.**

(a) The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within twenty (20) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(d) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached hereto as Exhibit C) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease by either party. In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant. Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(e) This Lease shall be construed in accordance with the laws of the state in which the Property is located.

(f) If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(g) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.


(h) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(i) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibit A (the legal description of the Property) and Exhibit B (the Premises location within the Property), may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, and/or B, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Tenant with such final, more complete exhibit(s). The terms of all Exhibits are incorporated herein for all purposes.

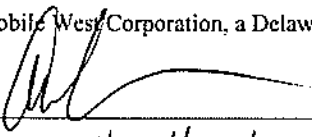
(j) If Landlord is represented by any broker or any other leasing agent, Landlord is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Tenant harmless from all claims by such broker or anyone claiming through such broker. If Tenant is represented by any broker or any other leasing agent, Tenant is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Landlord harmless from all claims by such broker or anyone claiming through such broker.

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD: County of Nevada, a political subdivision of the State of California

By:   
Printed Name: Edward C. Scofield  
Title: Chairman  
Date: 3-22-11

TENANT: T-Mobile West Corporation, a Delaware corporation

By:   
Printed Name: Anthony Howard  
Title: Interim Market Manager  
Date: 2-28-11

\_\_\_\_\_ T-Mobile Legal Approval

EXHIBIT A  
Legal Description

The Property is legally described as follows:

All that certain lease area being a portion of that parcel of land referenced as "Stone - 781 O.R. 245" as is shown on that certain Parcel Map Recorded at Book 15 of Parcel Maps at Page 93, Official Records of Nevada County, California, being more particularly described as follows:

Beginning at a point from which the most Northernly corner of the 6.13-Acre Parcel 2 as is shown on the above referenced map bears the following two courses: (1) North 03°35'11" West 33.89 feet to a point on the most Northernly boundary of the above referenced Parcel 2 thence (2) Easterly along said Northernly boundary North 86°24'49" East 54.13 feet to a found 3/4 inch Iron Pipe; thence from said point of beginning North 24°55'31" East 10.00 feet; thence North 65°04'29" West 14.00 feet; thence South 24°55'31" West 10.00 feet; thence South 65°04'29" East 14.00 feet to the point of beginning.

Also together with an easement for utility purposes of varying width the centerline of which is described as follows: beginning at the midpoint on the Southeasterly boundary of the above described lease area; thence at a width of six feet North 64°06'24" East 25.22 feet; thence at a width of ten feet North 01°38'49" East 46.59 feet; thence North 53°03'12" East 46.42 feet; thence North 59°47'05" East 42.07 feet; thence North 73°19'47" East 64.03 feet; thence North 89°20'38" East 16.61 feet; thence South 33°15'30" East 28.2 feet more or less to the location of a proposed interceptor pipe.

Also together with an easement for utility purposes three feet in width the centerline of which is described as follows: beginning at a point which bears South 65°04'29" East 1.50 feet from the most Easterly corner of the above described lease area and running thence South 24°55'31" West 19.01 feet; thence South 73°04'41" East 24.7 feet more or less to the existing monopine tower; thence up, over and upon said tower as is necessary to install, operate and maintain necessary communications equipment.

Also together with an easement for access purposes from the above described lease area over and across the existing vehicular improvements to the public right of way more commonly known as Maidu Drive.

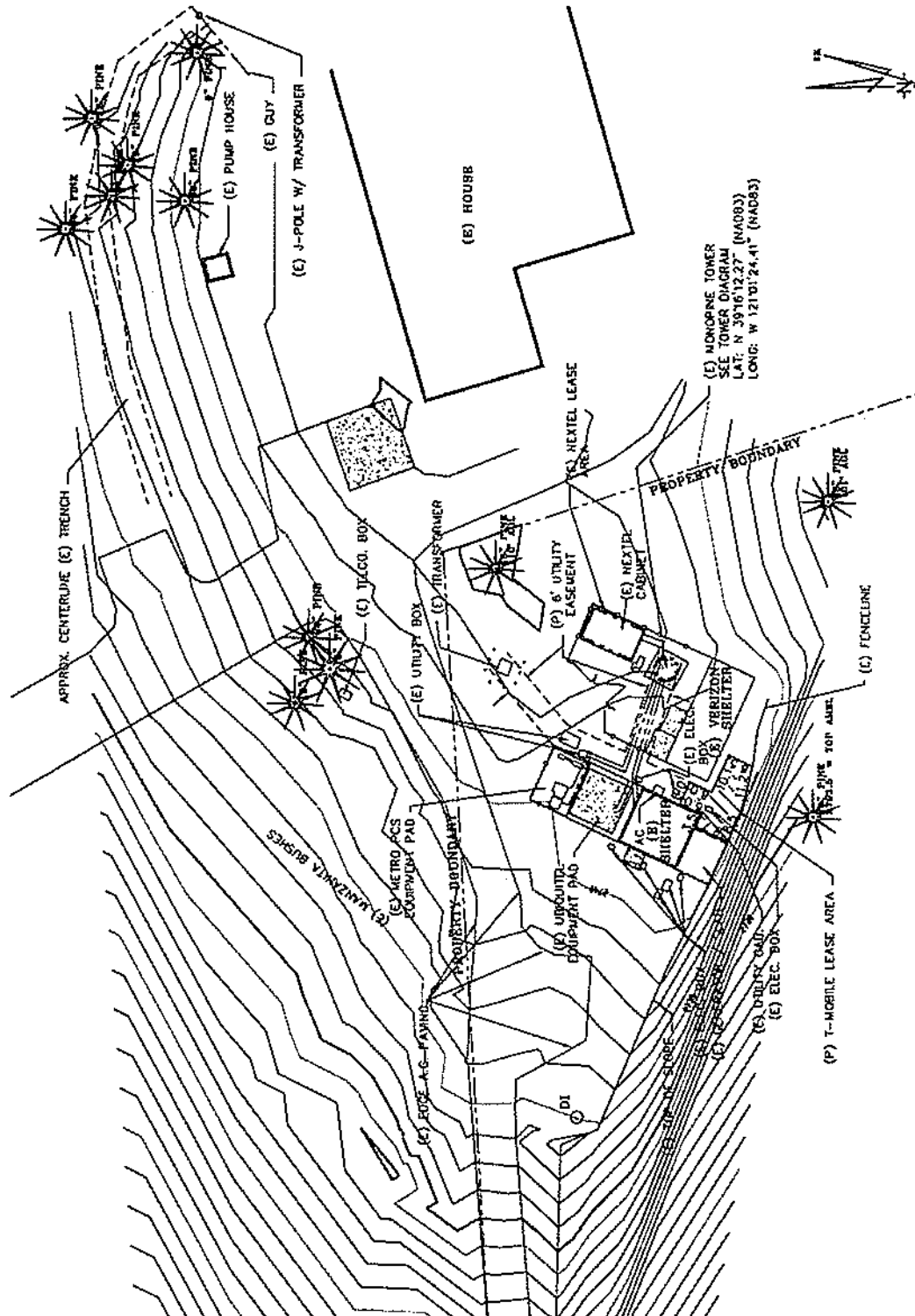
Assessors Parcel Number 05-020-018

otherwise known as 980 Helling Way, Nevada City (Nevada County), CA 95959



EXHIBIT B

The location of the Premises within the Property (together with access and utilities) is more particularly described and depicted as follows:



However, it is expressly agreed and understood by and between the Landlord and Tenant that the exact and precise location of the Tenant's Antenna Facilities are subject to review and approval by the planning and/or zoning Boards having jurisdiction over the "Premises". Therefore, it is expressly agreed and understood by and between Landlord and Tenant that the precise location of the Premises as shown on Exhibit "B" may be modified by the Tenant in order to comply with and obtain necessary planning and/or zoning approvals, and any and all other approvals necessary for Tenant's intended use of the property. The Premises as described herein may therefore be modified by the Tenant to reflect the final engineering design. An amended Exhibit "B" (if necessary) will be provided by the Tenant and attached to the lease in place of the existing Exhibit "B", a copy of which will be provided to the Landlord for review prior to being incorporated into the lease.

Recorded, Requested By, and  
When Recorded Return To:  
T-Mobile West, Inc.  
2380-A Bisso Lane  
Concord, CA 94520  
Attn: Lease Administration, Site No. SC56222A

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**MEMORANDUM OF LEASE**

This Memorandum of Lease ("Memorandum") dated as of March 22, 2011 is entered into between the County of Nevada, a political subdivision of the State of California ("Landlord") and T-Mobile West Corporation, a Delaware corporation ("Tenant") regarding a portion of the property.

See Attached Exhibit "A" incorporated herein for all purposes

The Lease is for a term of ten (10) years and will commence on the upon the full execution of the Lease.

This memorandum is solely for the purpose of giving constructive notice of the Lease. In the event of a conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

Landlord:

County of Nevada,  
a political subdivision of  
the State of California

By: Edward C. Scofield

Printed Name: Edward C. Scofield

Title: Chairman of the Board

Date: 3/23/11

Tenant:

T-Mobile West Corporation,  
a Delaware corporation

By: Anthony Howard

Printed Name: Anthony Howard

Title: Interim Market Manager

Date: 2.28.11

**EXHIBIT A**  
**Legal Description**

**The Property is legally described as follows:**

All that certain lease area being a portion of that parcel of land referenced as "Stone - 781 Q.R. 245" as is shown on that certain Parcel Map Recorded at Book 15 of Parcel Maps at Page 93, Official Records of Nevada County, California, being more particularly described as follows:

Beginning at a point from which the most Northerly corner of the 6.13-Acre Parcel 2 as is shown on the above referenced map bears the following two courses; (1) North 03°35'11" West 33.89 feet to a point on the most Northerly boundary of the above referenced Parcel 2 thence (2) Easterly along said Northerly boundary North 86°24'49" East 54.13 feet to a found 3/4 inch Iron Pipe; thence from said point of beginning North 24°55'31" East 10.00 feet; thence North 65°04'29" West 14.00 feet; thence South 24°55'31" West 10.00 feet; thence South 65°04'29" East 14.00 feet to the point of beginning.

Also together with an easement for utility purposes of varying width the centerline of which is described as follows: beginning at the midpoint on the Southeasterly boundary of the above described lease area; thence at a width of six feet North 64°06'24" East 25.22 feet; thence at a width of ten feet North 01°38'49" East 46.59 feet; thence North 53°03'12" East 46.42 feet; thence North 59°47'05" East 42.07 feet; thence North 73°19'47" East 64.03 feet; thence North 69°20'38" East 16.61 feet; thence South 33°15'30" East 28.2 feet more or less to the location of a proposed interceptor pipe.

Also together with an easement for utility purposes three feet in width the centerline of which is described as follows: beginning at a point which bears South 65°04'29" East 1.50 feet from the most Easterly corner of the above described lease area and running thence South 24°55'31" West 19.01 feet; thence South 73°04'41" East 24.7 feet more or less to the existing monopine tower; thence up, over and upon said tower as is necessary to install, operate and maintain necessary communications equipment.

Also together with an easement for access purposes from the above described lease area over and across the existing vehicular improvements to the public right of way more commonly known as Maidu Drive.

Assessor's Parcel Number: 05-020-018

otherwise known as 980 Halling Way, Nevada City (Nevada County), CA 95959

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Nevada

On 3/23/11 before me, Cindy Hunt, Notary Public

personally appeared Edward C. Scofield

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Cindy Hunt  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Memorandum of Lease

Document Date: 3/22/11 Number of Pages: 1

Signer(s) Other Than Named Above: Anthony Howard

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

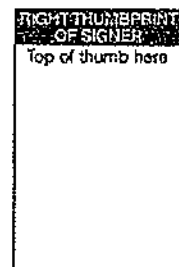
Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Sacramento

On Feb. 28, 2011 before me, Debra Rene Barnum, Notary Public

personally appeared Anthony Howara



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Debra Rene Barnum

Place Notary Seal Above

**OPTIONAL**

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- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_