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Name: EUREKA COUNTY

Address: _____

City/State/Zip EUREKA, NV

LEASE AGREEMENT - COMMUNICATIONS SITE

ALLTEL COMMUNICATIONS, LLC

(Title of Document)

**This page added to provide additional information required by NRS 111.312
Sections 1-2.**

(Additional recording fee applies)

This cover page must be typed or printed.

COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease") is entered into this 21 day of September, 2009 ("Effective Date"), by and between Eureka County, by its Board of County Commissioners acting on behalf of the unincorporated town of Crescent Valley, Nevada ("Owner"), and Alltel Communications, LLC, a Delaware limited liability company in good standing in the State of Nevada ("Tenant").

The parties hereto agree as follows:

1. **Definitions.** The following terms shall have the meanings indicated:

"Commencement Date" shall mean that date upon which Tenant notifies Owner that Tenant has elected to construct the Communications Facility.

"Communications Facility" shall mean towers, antennas, buildings, and other incidental uses.

"Easement" shall mean that certain real property described on the attached Exhibit "B".

"Government Approvals" shall mean all licenses and permits required for Tenant's Use of the Premises.

"Hazardous Materials" shall mean hazardous or toxic materials, wastes or substances, any pollutants, and/or contaminants, or any other similar substances or materials which are defined or identified as such in any federal, state or local laws, rules or regulations (whether now existing or hereinafter enacted) pertaining to environmental regulations, contamination, cleanup or any judicial or administrative interpretation of such laws, rules or regulations.

"Inspections" shall mean tests, borings, surveys, studies, inspections, and investigations of the Premises or Easement, and interviews of persons familiar with the Premises or the Easement, including, without limitation, tests of structures, wells, septic tanks, underground storage tanks, soils, geologic hazards, utility lines and systems and environmental hazards.

"Inspection Period" shall mean that period of time which begins on the Effective Date and ends 4 months after the Effective Date.

"Premises" shall mean that certain real property described on the attached Exhibit "A".

"Tenant's Use" shall mean constructing, installing, maintaining, improving, and operating a Communications Facility on the Premises.



"Term" shall mean the initial term and any applicable renewal terms.

2. The Premises. Subject to this Lease, Owner hereby leases to Tenant the Premises for Tenant's Use. Owner also grants to Tenant a non-exclusive easement during the Term of this Lease for ingress and egress and for the installation and transmission of utilities on and under the Easement. Tenant shall have unencumbered access to the Premises and the Easement 24 hours each day. Upon completion of a survey in form and content satisfactory to Tenant, the description of the Premises and the description of the Easement shall be substituted for its respective description on Exhibit "A" and Exhibit "B" and, in the event of conflict, the description from the survey shall control.

3. Term.

(a) Initial Term. The Initial Term of this Lease shall commence on the Commencement Date and expire 10 years after the Commencement Date, unless extended or sooner terminated in accordance with this Lease and N.R.S. 244.320(1), which states that "[a] board of county commissioners may enter into any contract, lease, franchise, exchange of property or other transaction which extends beyond the terms of the county commissioners then in office and voting on the matter, but except as otherwise provided by law, the contract, lease, franchise, exchange or other transaction is binding beyond those terms of office only to the extent that money is appropriated therefor, or for a like item or service." The only circumstance in which Owner may terminate this Lease pursuant to N.R.S. 244.320(1) is if Owner does not have money appropriated to perform its obligations under this Lease.

(b) Renewal Term. Tenant shall have the right to extend this Lease for one additional term of 10 years on the same terms and conditions as set forth in this Lease. Unless Tenant notifies Owner of its election not to exercise the Renewal Term at least 60 days prior to the expiration of the Initial Term, the Renewal Term shall automatically be exercised without notice or other action of any kind by Tenant.

4. Inspection Period.

(a) During the Inspection Period, Tenant or Tenant's officers, employees, agents, or independent contractors may enter upon the Premises or the Easement for any lawful purpose, including, without limitation, to make Inspections. Tenant shall not unreasonably interfere with Owner's use of the Premises or the Easement while making the Inspections and shall repair damages, if any, to the Premises or the Easement caused by the Inspections. Owner agrees to cooperate with Tenant in obtaining, at Tenant's expense, all Government Approvals whether such Government Approvals are sought during the Inspection Period or otherwise during the Term.



(b) As consideration for the Inspection Period, Tenant shall pay Owner the sum of \$500.00. Payments made to Owner in accordance with this Section are non-refundable to Tenant but shall be applied as a credit to Tenant for future payments of rent.

(c) Tenant may, at Tenant's discretion and at any time during the Inspection Period, notify Owner of the Commencement Date. If Tenant does not notify Owner of the Commencement Date, this Lease shall automatically terminate at the end of the Inspection Period. In no event may the Commencement Date occur after the Inspection Period has expired.

5. Rent.

(a) Beginning on the Commencement Date, Tenant shall pay Owner the sum of \$3,000.00 annually as rental during the Initial Term, and \$3,600.00 annually during the Renewal Term. Rent shall be payable on the first day of each month in advance at Owner's address or as otherwise specified by Owner and shall be prorated for any partial month at the commencement, expiration or earlier termination of this Lease, based upon the number of days in that month.

(b) In the event of termination for any reason other than nonpayment of rent, all prepaid rent shall be refunded to Tenant.

6. Owner's Representations and Warranties. Owner represents and warrants the following:

(a) Tenant's Use is not prohibited by any covenant, restriction, subdivision rule or other contract;

(b) Tenant's Use is not prohibited by any easement, license, right of use or other encumbrance of the Premises or the Easement;

(c) The Premises and the Easement are free of Hazardous Materials as of the Effective Date;

(d) Any use, storage, treatment or transportation of Hazardous Materials which has occurred on the Premises or the Easement prior to the Effective Date has been in compliance with all applicable federal, state and local laws, regulations and ordinances;

(e) Owner has the full right, power and authority to execute this Lease;

(f) Owner has fee simple, marketable title to the Premises and the Easement free and clear of any liens, encumbrances, or mortgages which would interfere with Tenant's Use;

(g) Tenant shall, during the Term, have the quiet enjoyment of the Premises and the Easement; and

(h) There are no brokerage commissions or finders' fees owed in connection with this Lease.

7. Improvements.

(a) Tenant shall, in Tenant's discretion, design and construct the Communications Facility in any manner Tenant deems appropriate, provided construction is substantially completed on or before January 1, 2011. The Communications Facility shall remain the exclusive property of Tenant during the Lease. Within thirty (30) days of the expiration or earlier termination of this Lease, Owner may grant the option to Tenant to remove the Communications Facility or any portion thereof following the expiration of the Renewal Term or earlier termination of this Lease. If no option is granted, the Communications Facility will be the exclusive property of Owner after the Lease terminates. Owner shall assume all such property and equipment "as-is" and without warranty or representation of any type or nature.

(b) Tenant will use commercially reasonable efforts to install utilities on the Easement. If installation on the Easement is not possible, Owner agrees to cooperate with Tenant in executing additional easements or agreements, as required by applicable utility companies and which are necessary to protect Tenant's rights under this Lease or Tenant's Use of the Premises.

(c) If Owner requests space to mount equipment on the Tenant's tower and/or occupy space inside the Tenant's leased Premises or Easement, if said space is available and if Owner's proposed use in no way interferes with Tenant's operations or commercially available space on the tower, and subject to Tenant's sole discretion, Tenant agrees to work in good faith with the Owner to allow the Owner at its sole expense to install facilities or equipment on the Tower or in Tenant's leased Premises to serve the Owner's legitimate communication needs at no rental cost to Owner. The Owner's equipment or use shall in no way interfere with the operation of the Tenant's use, equipment or facilities or that of Tenant's sublessees, if any. The Owner shall not install, repair, replace, remove or otherwise access its equipment or the tower without Tenant's prior written consent. The Owner's proposed plan of installation and all work at the time of installation or at any point in the future shall be subject to prior review and written approval by the Tenant. At any point if Tenant determines in its sole discretion that the Owner's equipment interferes with Tenant's operations or a sublessee's operations, and said interference cannot reasonably be corrected in Tenant's sole discretion, at Tenant's request the Owner shall at its expense relocate or remove its equipment. Owner may take no adverse action against Tenant due to such relocation or removal.



8. Default. A default shall occur if either party shall fail to keep and perform any express written provision of this Lease and such failure shall continue for a period of 30 days after receipt of written notice, unless such failure cannot be cured within a period of 30 days and, prior to the expiration of 30 days after receipt of notice, the party failing to keep or perform the provision commences to eliminate such failure and proceeds diligently to take steps to cure the same. On the occurrence of default, the non-defaulting party may, without limitation, remedy the default and deduct the cost thereof from subsequent payments to the defaulting party or pursue any available remedies at law or in equity. In no event shall Owner be entitled to accelerate rent due from Tenant. Both parties shall have the duty to use commercially reasonable efforts to mitigate damages in the event of default.

9. Interference. Owner shall not use, nor shall Owner permit the use of any portion of the Premises or the Easement or adjoining or proximate property of Owner in any way which interferes with Tenant's Use. If Owner violates this Section and the violation continues for 24 hours after Tenant has given Owner oral notice of such violation, Tenant may, beginning on the date of the violation, withhold rent payments until such violation is remedied.

10. Termination. Tenant may, without limiting rights otherwise set forth in this Lease or available at law or in equity, terminate this Lease without penalty or further liability, as follows:

- (a) Immediately during the Inspection Period for any reason or no reason;
- (b) After the Commencement Date, upon 6 months written notice to Owner for any reason or no reason;
- (c) Immediately if Tenant is unable to obtain or maintain any Government Approvals necessary to the construction and operation of the Communications Facility or Tenant's Use;
- (d) Immediately if the Premises or Communications Facility is damaged so as to, in Tenant's discretion, hinder Tenant's Use;
- (e) Immediately in the event that, in Tenant's discretion, interference, whether or not from Owner's activities or any other source, hinders Tenant's Use and which interference may not, in Tenant's discretion, be adequately corrected or eliminated by Tenant; and
- (f) Immediately if Hazardous Materials are discovered to exist on or under the Premises or the Easement.

11. Sublease and Assignment. Tenant may, in its sole discretion, sublease or license the Premises or any portion thereof to others. Tenant may, in its sole discretion, assign this Lease. Tenant's sublessees, licensees, or assignees shall be permitted the same rights granted to Tenant in accordance with this Lease including, without limitation, ingress and egress to the Premises. Upon assignment, Tenant shall owe no further duties or obligations under this Lease.



Tenant may, upon notice to Owner, mortgage or grant a security interest in this Lease and the Communications Facility, and may assign this Lease and the Communications Facility to any such mortgagees or holders of security interests including their successors and assigns. In such event, Owner shall execute such consent to leasehold financing as may reasonably be required by such mortgagees. Owner agrees to notify Tenant's mortgagees simultaneously with any notice to Tenant of any default by Tenant and to give mortgagees the same right to cure any default of Tenant as is afforded Tenant in accordance with this Lease. Tenant must notify Owner in writing within 30 days of the name and address of the holder of any sublease, assignment, or security interest in the Lease.

12. Taxes. Owner shall pay all real property taxes and all other fees and assessments attributable to the Premises when due. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Communications Facility.

13. Insurance. Tenant may, at Tenant's expense, purchase and maintain in full force and effect throughout the Term, such insurance policies as Tenant may deem necessary. Landlord shall have no interest in the proceeds of such insurance.

14. Condemnation. If a condemning authority takes, or acquires by deed in lieu of condemnation, all or a portion of the Premises or the Easement, this Lease shall, at the option of Tenant, terminate as of the date the title vests in the condemning authority. Owner and Tenant shall share in the condemnation proceeds in proportion to the values of their respective interests in the Premises (which for Tenant shall include, where applicable, the value of its Communications Facility, moving expenses, prepaid rent and business dislocation expenses). Should Tenant elect not to terminate this Lease, the rent due during the remainder of the Lease Term shall be reduced in proportion to the area taken, effective on the date physical possession is taken by the condemning authority.

15. Tenant's Environmental Matters. Tenant shall comply with all applicable federal, state and local laws, regulations and ordinances applicable to Hazardous Materials, including but not limited to the local wellhead protection program. Tenant shall not use the Premises or the Easement for treatment, storage, transportation to or from, use or disposal of Hazardous Materials (other than petroleum products and stand by batteries containing sulfuric acid in electrolyte necessary for the operation of an emergency electrical generator to serve the Communications Facility). Tenant shall be responsible for any expense for compliance with the requirements of any federal, state or local laws, regulations or ordinances caused, directly or indirectly, by the activities of the Tenant or Tenant's agents, employees or contractors.

16. Hold Harmless. Owner agrees to defend, indemnify, protect and hold harmless Tenant and Tenant's officers, directors, employees, shareholders, successors, assigns, agents, affiliates, representatives, partners, and contractors from and against any and all claims, actions, administrative proceedings (including, without limitation, informal proceedings), judgments, damages, penalties, fines, costs, liabilities, interests, or losses, including, without limitation, reasonable attorneys' fees and expenses, consultant fees, and expert fees, together with all other costs and expenses of any kind or nature suffered by or asserted against Tenant as a



presence or suspected presence of Hazardous Materials on or under the Premises or Easement (including, without limitation, any Hazardous Materials which flow, diffuse, migrate or percolate into, onto or under the Premises or the Easement after the Effective Date), unless such Hazardous Materials are present solely as the result of the negligence or willful misconduct of Tenant.

17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, by registered or certified mail, or by nationally recognized overnight courier having a record of receipt to the addresses indicated below:

If to Owner:

Eureka County District Attorney
ATTN: Alltel lease
P.O. Box 190
Eureka, Nevada 89316-0190
(775) 237-5315
(775) 237-6005 – Fax #

Hand Delivery Address (if different):

701 South Main Street
Eureka, Nevada 89316

Direct rental payments to:

Eureka County Clerk
P.O. Box 677
Eureka, Nevada 89316-0677

If to Tenant:

ALLTEL Communications, LLC.
P.O. Box 2177
Little Rock, AR 72203-2177
Attn: Property Management Dept.
877-557-8226
501-905-6944 – Fax #

Hand Delivery Address:

ALLTEL Communications, Inc.
One Allied Drive
Little Rock, AR 72202
Attn: Property Management Dept.

18. Owner's Lien. Owner retains any and all lien rights it may have, statutory or otherwise, in and to the Communications Facility or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.



18. Owner's Lien. Owner retains any and all lien rights it may have, statutory or otherwise, in and to the Communications Facility or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

19. Holding Over. In the event Tenant remains in possession of the Premises after the expiration of the Renewal Term without executing a new Lease, Tenant may not occupy the Premises month-to-month. No such hold over period is allowed.

20. Waiver of Liability. TENANT SHALL NOT BE RESPONSIBLE OR LIABLE TO THE OWNER FOR ANY LOSS OR DAMAGE ARISING FROM ANY CLAIM TO THE EXTENT ATTRIBUTABLE TO (1) ANY ACTS OR OMISSIONS OF ASSIGNEES, SUBLESSEES OR LICENSEES OR ANY OTHER PERSON, ENTITY OR ENTERPRISE OCCUPYING THE COMMUNICATIONS FACILITY; (2) VANDALISM; (3) ANY STRUCTURAL OR POWER FAILURES; OR (4) DESTRUCTION OR DAMAGE OF THE COMMUNICATIONS FACILITY. UNDER NO CIRCUMSTANCES SHALL TENANT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OF BUSINESS.

21. Right of First Refusal. Tenant shall have and Owner hereby grants to Tenant, the right, at Tenant's option, to purchase the Premises or a portion of the Premises, prior to Owner selling the Premises or a portion thereof, to any person, entity or enterprise ("First Refusal Option") during the time of this Lease. Prior to any sale of the Premises or any portion thereof during the Term, Owner shall give Tenant written notice, including a copy of the fully executed offer received ("First Refusal Notice"). Tenant may choose to exercise its First Refusal Option by giving Owner notice of its intention to purchase the Premises (or the portion under offer) within 30 days of receipt of the First Refusal Notice. Tenant's purchase of the Premises under its First Refusal Option shall be on the same terms and conditions as the offer included with the First Refusal Notice, with the exception that, if the offer proposes a property exchange, Tenant may substitute a cash equivalent for the consideration to be given, and Tenant shall not be required to purchase property other than the Premises and may prorate the purchase price of any offer for the Premises and additional property based upon the square footage or acreage of the Premises compared to the total area to be purchased under the offer. If Tenant does not exercise its First Refusal Option by giving notice as set forth above, then the First Refusal Option shall expire and Owner may proceed to sell the Premises upon the terms set forth in the offer included with the First Refusal Notice, provided the sale closes within six months of the date of that offer and provided the sale shall be subject to the terms of this Lease. Tenant's failure to exercise its First Refusal Option or its express waiver of the First Refusal Option shall not be deemed a waiver of Tenant's First Refusal Option for subsequent instances when Owner receives an offer to purchase the Premises or a portion of the Premises. In no event is Owner obligated to offer the Premises or any portion of it for sale.

22. Miscellaneous.



(a) The prevailing party in any litigation arising under this Lease shall be entitled to its reasonable attorney's fees and court costs, including those incurred in any appeals.

(b) This Lease constitutes the entire agreement and understanding of Owner and Tenant, and supersedes all offers, negotiations and other agreements pertaining to the Premises and Easement. Any amendments to this Lease must be in writing and executed by Owner and Tenant.

(c) Owner and its successors or assigns shall cooperate with Tenant in executing any documents or tax forms Tenant deems necessary to protect Tenant's rights under this Lease or Tenant's use of the Premises. Tenant may record this Lease or a Memorandum of Lease executed by all parties and the cost of any recording fees shall be paid by Tenant.

(d) This Lease shall be construed in accordance with the laws of the state of Nevada.

(e) All judicial proceedings to be brought with respect to this Lease shall be brought in Eureka County, Nevada, in a State or Federal Court of competent jurisdiction and each party accepts generally and unconditionally the exclusive jurisdiction of such a court and irrevocably waives any objection, including any objection to venue based upon forum non-conveniens, which either of them may now have or hereafter have to the bringing of any such proceeding with respect to this Lease.

(f) If any portion of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect unless the invalidity, in Tenant's discretion, hinders Tenant's Use or defeats the overall intent of the Lease.

(g) Each of the undersigned warrants that he or she has the full right, power, and authority to execute this Lease on behalf of the party indicated.

(h) This Lease shall run with the Premises and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

(i) Each party agrees to furnish to the other, within 10 days after request, such estoppel information as the other may reasonably request.

(Signature Pages Follow)



IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first above written.

Signed, sealed, and delivered
in the presence of:

Jacqui Berg
Clerk of the Board

OWNER: Eureka County

By: [Signature] Board Eureka County Commissioners

Title: Chair of the Board

Date: SEPT, 21, 2009

[Signature]
Notary Public

My Commission Expires: 7/17/2012

(Affix Notary Seal)



IN WITNESS WHEREOF, Tenant has executed this Agreement as of the day and year first above written.

Signed, sealed, and delivered
in the presence of:

June L Eskridge
Unofficial Witness

TENANT: Alltel Communications, LLC
By Management Trust

By: Barbara Bonds

Barbara Bonds

Title: Trust Counsel

Date: 9/4/09

June L Eskridge
Notary Public

My Commission Expires: 12-17-2018

(Affix Notary Seal)



EXHIBIT "A"

LEGAL DESCRIPTION
OF PREMISES

The property referred to herein as Premises is located within the parent parcel described as follows:

TOWNSHIP 30 NORTH, RANGE 48 EAST, M.D.B. & M.
SECTION 33: THE SOUTHWEST QUARTER (SW 1/4) OF
THE SOUTHWEST QUARTER (SW 1/4) OF
THE SOUTHWEST QUARTER (SW 1/4) OF
THE SOUTHWEST QUARTER (SW 1/4).

The Premises are located generally as indicated in the sketch attached hereto as Exhibit "B". Owner and Tenant agree that upon the Commencement Date, Tenant may replace this Exhibit "A" with a revised Exhibit "A" which shall be a surveyed metes and bounds legal description of the Premises, and which shall specifically identify the length and dimension of the Premises upon which Tenant may construct, operate and maintain its Communications Facility.

EXHIBIT "B"

LEGAL DESCRIPTION OF EASEMENT

Owner and Tenant agree that upon the Commencement Date, Tenant may replace this Exhibit "B" with a revised Exhibit "B" which shall be a metes and bounds legal description of the ingress, egress and utility easement which will specifically identify the location and dimensions of the aforesaid easement.

