BOARD OF REGENTS BRIEFING PAPER

Agenda Item Title: University of Nevada, Reno- Amendment to Lease

Agreement with Verizon Wireless

Meeting Date: December 3 - 4, 2015

1. BACKGROUND & POLICY CONTEXT OF ISSUE:

Verizon Wireless has a current Lease Agreement for cellular antennas and associated equipment on the rooftop and additional floor space within the William J Raggio Building on the University of Nevada, Reno campus.

The Board of Regents approved a Building and Rooftop Lease Agreement which was entered into on August 8, 2011 for an initial term of five (5) years, commencing on February 1 2012. (Exhibit 1)

It was mutually determined that the location/placement of the rooftop equipment restricted the use and access of the rooftop. Moving the equipment to a new placement location on the rooftop will correct the frequency levels, and has been agreed to by both UNR Facilities Services and Verizon.

Verizon has the right, with written UNR approval, to modify and/or replace its utilities, equipment, antennas and/or conduits or any portion thereof. Verizon shall perform its work upon approval by the UNR's Department of Facilities Planning and Construction of Verizon's submitted plans and specifications.

The modification of the equipment and new placement will be at Verizon's cost.

<u>Amendment to the Lease:</u> The proposed First Amendment to Building and Rooftop Lease Agreement amends the Premises of the Lease to reflect the new placement locations of the equipment. The amendment will also include a new exhibit that details the placement of the equipment. (Exhibit 2).

<u>Memorandum of First Amendment:</u> A Memorandum of First Amendment is included in order to allow Verizon Wireless to record the lease amendment with Washoe County (Exhibit 3).

2. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:

University of Nevada, Reno President Marc Johnson requests Board of Regents' approval of the First Amendment to Building and Rooftop Lease Agreement and the Memorandum of First Amendment to Building and Rooftop Lease Agreement with Verizon Wireless.

3. IMPETUS (WHY NOW?):

- The current placement of the antennas restricts access to the building roof top.
- The modification and new placement location of the antennas will reduce the radio frequency levels on the roof top to safely allow personnel to access the roof top.

4. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:

_Reviewed by Chancellor

• The modification of the equipment and new placement will be at Verizon's cost.

5. POTENTIAL ARGUMENTS AGAINST THE REQUEST RECOMMENDATION:

• Access must be available to personnel and others who need to access the roof top to perform routine maintenance or emergency tasks.

• None
6. ALTERNATIVE(S) TO WHAT IS BEING REQUESTED/RECOMMENDED:
Pass on the opportunity to at this time, however risk delayed response time to maintenance or emergency issues associated with the roof top, due to access only be allowed by trained personnel with required protection, and risk incurring the cost of performing the relocation of the equipment at a later date.
7. COMPLIANCE WITH BOARD POLICY:
X Consistent With Current Board Policy: Title #4 Chapter #10 Section #1.9
Amends Current Board Policy: Title # Chapter # Section #
Other:_
X Fiscal Impact: Yes No _X Explain:

_Reviewed by General Counsel as to form

BUILDING AND ROOFTOP LEASE AGREEMENT

This Building and Rooftop Lease Agreement (the "Agreement") made this	day of
, 20, between The Board of Regents of the Nevada System of I	Higher
Education, for the benefit of the University of Nevada, Reno, with its principal offices loc	ated at
University of Nevada, Reno, 1664 North Virginia Street; Mail Stop 243, Reno, N	evada,
hereinafter designated LESSOR and Sacramento-Valley Limited Partnership d/b/a V	erizon
Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking	Ridge,
New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LE	SSEE.
LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parti	es" 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:

PREMISES. LESSOR hereby leases to LESSEE approximately two hundred ten (210) square feet of space on the 5th floor (the "Floor Space") of the building (the "Building") located at 904 N. Virginia Street, Reno, County of Washoe, State of Nevada, the underlying real property of which is legally described in Exhibit "A" attached hereto and made a part hereof (the Building and such real property are hereinafter sometimes collectively referred to as the "Property") and three sections of approximately one hundred (100) square feet each on the roof of the Building, for a total of approximately three hundred (300) square feet on the roof of the Building (the "Rooftop Space"), for the installation, operation and maintenance of communications equipment; together with such additional space on the roof of the Building sufficient for the installation, operation and maintenance of antennas (the "Antenna Space"); together with approximately fifty (50) square feet adjacent to the Building (the "Generator Space") for the placement of a temporary power source; together with such additional space within the Building, on the Property, and on the roof of the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between and among the Floor Space, Rooftop Space, Generator Space and Antenna Space and to all necessary electrical and telephone utility sources located within the Building or on the Property: together with the non-exclusive right of ingress and egress from a public right-of-way over the Property and in and through the Building to and from the Premises (as hereinafter defined), during the hours of 8:00 am to 5:00 pm on weekdays; however, (a) in the event of an emergency LESSEE shall be able to access the Premises at any time, (b) LESSEE shall have 24 hours a day access to the Premises on weekends for the purpose of installation, operation and maintenance of LESSEE's communications facility, and (c) LESSEE shall have access to the Premises during the weekday once per calendar quarter between the hours of 5:00 pm and 8:00 am. LESSEE hereby agrees to provide LESSOR with twenty-four (24) hour notice at the following number 775-784-8020 prior to accessing the Premises, except in the event of emergencies, in which case said notice to LESSOR shall not be required. The Floor Space, Rooftop Space, Antenna Space, Generator Space and Cabling Space are hereinafter collectively referred to as the "Premises" and are as shown on Exhibit "B" attached hereto and made a part hereof. In the event there are not sufficient electric and telephone utility sources located within the Building or on the Property, LESSOR agrees to grant LESSEE or the local utility provider

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the right to install such utilities on, over and/or under the Property and through the Building necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR.

2. DELIVERY. LESSOR shall deliver the Premises to LESSEE on the Commencement Date, as hereinafter defined, in a condition ready for LESSEE's construction of its improvements and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Commencement Date, the existing structure of the Building (including without limitation the roof, foundations, exterior walls), the common areas and all Building systems (including, without limitation, the plumbing, electrical, ventilating, air conditioning, heating, and loading doors, if any) are (a) in good operating condition and free of any leakage; (b) in compliance with all Laws (as defined in Paragraph 34 below); and (c) free of all hazardous substances, as such term may be defined under any applicable federal, state or local law. If a breach of the representation and warranty contained in this Paragraph 2 is discovered at any time during the Term, as hereinafter defined, LESSOR shall, promptly after receipt of written notice from LESSEE setting forth a description of such non-compliance, rectify same at LESSOR's expense. LESSOR further represents and warrants to LESSEE that LESSOR has no knowledge of any claim having been made by any governmental agency that a violation of applicable building codes, regulations, or ordinances exists with regard to the Building, or any part thereof, as of the Commencement Date.

3. TERM; RENTAL; ELECTRICAL.

This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Eighteen Thousand Dollars (\$18,000.00) to be paid in equal monthly installments on the first day of the month, 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 24 below. 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. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

(b) LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under. this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; and (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form reasonably acceptable to LESSEE, for any party to -whom rental payments are to be made pursuant to this Agreement. In the event the Internal Revenue Service or any other governmental agency requires other documentation for the purpose of receiving rental payments, LESSOR will provide such reasonable documentation as may be required to comply with current requirements by the Internal Revenue Service or any other governmental agency. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 24. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of rent by LESSEE and, notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until the Rental Documentation referenced herein has been supplied to LESSEE as provided herein. However, all rental obligations accruing under the Lease shall be paid by LESSEE upon receipt of the required Rental Documentation.

With thirty (30) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. Further, in the event the Internal Revenue Service or any other governmental agency requires other documentation as to comply with current requirements of the Internal Revenue Service or other governmental agency, any assignee, transferee or other successor in interest of LESSOR shall provide within thirty (30) days of written request such reasonable documentation as may be required to comply with any such requirements. Delivery of the Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR 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 to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein. However, all rental obligations accruing under the Lease from and after the date of any transfer shall be paid by LESSEE upon receipt of the required Rental Documentation.

(c) Prior to the Commencement Date, LESSOR shall ensure electrical service and telephone service access exists within the Premises, and if its doesn't exist, LESSOR shall incur such costs necessary to provide said service access within the Premises prior to the Commencement Date, and shall not take or permit any other person to take any such action that would interfere with said service access during the Term. 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 LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice

from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, PO Box 182727, Columbus, OH 43218. 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 in such locations as reasonably approved by LESSOR.

- 4. <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 six (6) months prior to the end of the then current term.
- 5. <u>ANNUAL RENTAL INCREASE</u>. The annual rental shall increase annually on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the previous year's annual rental.
- 6. <u>ADDITIONAL EXTENSIONS</u>. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be based upon the annual rental for the immediately preceding five (5) year term increased by three percent (3%) as set forth in Paragraph 5 above. The initial term and all extensions shall be collectively referred to herein as the "Term."
- 7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. Notwithstanding anything in the foregoing sentence to the contrary, before commencing any alterations to the Property, LESSEE shall submit plans and specifications to the LESSOR for the LESSOR's written approval, which approval shall not be unreasonably withheld, conditioned or delayed. In the event the LESSOR does not either (i) object to the plans in writing or (ii) furnish the LESSEE with written approval, within fifteen (15) days of the date of submission of the plans, LESSOR will be deemed to have approved them. All work to be done by LESSEE shall be preformed in accordance with the approved plans unless otherwise approved in writing by the LESSOR, which approval shall not be unreasonably withheld, conditioned or delayed. LESSEE shall have the right to repair or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof. LESSEE shall so also have the right to replace its utilities. equipment, antennas and/or conduits or any portion thereof with Similar Equipment, whether the equipment, antennas, or conduits are specified or not on any exhibit attached hereto, during the Term. For purposes of this Agreement the term "Similar Equipment" shall mean equipment which is similar and comparable in the location, physical dimensions and weight as the previous equipment, and equipment that once installed will not void Lessor's roof warranty. Notwithstanding anything herein to the contrary, LESSEE's equipment and/or any modifications or replacements thereof shall not materially reduce the structural integrity of the roof of the Building, and LESSEE shall be responsible for any and all repairs that may be necessary in order to restore any material loss in structural integrity of the roof of the Building due to the installation of LESSEE's equipment and/or any modifications or replacements thereof. 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, at no expense to LESSOR, 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; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; or (iv) LESSEE

determines that any building structural analysis is unsatisfactory, 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 writing by certified mail, return receipt requested, 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.

9. MAINTENANCE.

- (a) During the Term, LESSEE will maintain the non-structural portions of the Premises in good condition, reasonable wear and tear and casualty damage excepted, but excluding any items which are the responsibility of LESSOR pursuant to Paragraph 9.b below.
- (b) During the Term, LESSOR shall maintain, in good operating condition and repair, the structural elements of the Building and the Premises (except such portions of the Premises that are constructed, or altered, by LESSEE), and all Building systems (including, but not limited to, the foundations, exterior walls, structural condition of interior bearing walls, exterior roof fire sprinkler and/or standpipe and hose or other automatic fire extinguishing system, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the common areas) and the common areas. LESSOR shall repair any defect in the above within thirty (30) days, or such shorter period as may be required by any governmental authority having jurisdiction, after receipt of written notice from LESSEE describing such defect, unless the defect constitutes an emergency, in which case LESSOR shall cure the defect as quickly as possible, but not later than five (5) days after receipt of notice. If LESSOR fails to make such repairs, LESSEE may do so, and the cost thereof shall be payable by LESSOR to LESSEE on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws, or, at LESSEE'S option, LESSEE may deduct such amounts paid out of any rents or other sums that may be due or owing under this Agreement. In the event of an emergency, LESSEE, at its option, may make such repairs at LESSOR's expense, before giving any written notice, but LESSEE shall notify LESSOR in writing within three (3) business days following such emergency.
- (c) Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or in the Building provided:
 - (i) The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
 - (ii) LESSOR pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving

- the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- (iii) LESSOR gives LESSEE at least one hundred eighty (180) days written notice prior to requiring LESSEE to relocate;
- (iv) LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- (v) Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

Upon the giving of the required notice set forth in subsection (iii) above, LESSEE shall give LESSOR its reasonable estimate of the costs to be borne by LESSOR under subsections (ii) and (v) above, and LESSOR reserves the right to withdraw it request for relocation in its sole and absolute discretion.

10. <u>INDEMNIFICATION</u>. Subject to Paragraph 11 below, each Party shall indemnify and hold the other harmless against any claim of liability 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 damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

11. 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.
- (c) In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Building at full replacement cost, as the

same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Building required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

12. LIMITATION OF LIABILITY.

- (a) Except for indemnification pursuant to paragraphs 10 and 30, 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.
- (b) Notwithstanding anything to the contrary in the foregoing, or any other provision of this Agreement, LESSOR's liability shall be limited by NRS 41.032 through NRS 41.039. LESSOR will assert the defense of sovereign immunity as appropriate in all cases. In addition, pursuant to NRS 41.035, an award for damages in an action sounding in tort under NRS 41.031 or against LESSOR arising out of an act or omission within the scope of the person's public duties or employment may not exceed the sum of \$75,000, exclusive of interest.
- TERMINATION FOR A FEE. 13. 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, upon no less than ninety (90) days' prior written notice, to terminate this Agreement if (a) LESSEE determines, in its sole discretion, that the Premises is no longer technically compatible for its use, any newly constructed or renovated building on the Property creates interference with LESSEE's transmission from the Premises, or the Premises is unable to support LESSEE's system upgrades, or (b) LESSEE determines, in its sole discretion, that the coverage provided by its equipment at the Premises is duplicative (which may be the result of an acquisition of another wireless carrier). LESSEE's right to terminate this Lease pursuant to this Section 13 is contingent upon payment to LESSOR of an early termination fee of \$7,500 on or prior to the date this Lease terminates pursuant to this Section 13. In the case of any termination of this Agreement, whether pursuant to this Section 13 or otherwise. Lessee shall remain liable for all obligations arising under this Agreement, including but not limited obligations under Section 10, Section 15 and Section 30 hereof, accruing prior to the later of the date of such termination or the date on which Lessee shall have actually vacated the Premises and discharged its obligations under Section 15.
- 14. <u>INTERFERENCE</u>. 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 prior to the date this Agreement is executed by the Parties. In the event any afterinstalled 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 within thirty (30) days of said notice. LESSOR acknowledges that interference may come from different sources, and LESSEE shall only be responsible to correct interference caused by LESSEE's equipment. LESSEE fails to so correct such interference after said notice and time period, Lessee shall power down such equipment and only power 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 either (i) is within its 30 days cure period, or (ii) has powered down its equipment. 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; however, with respect to tenants existing as of the date of this Agreement, Lessor only has the obligation to restrict such existing tenants to the extent allowed under the terms of their respective lease agreements. 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.

- 15. REMOVAL AT END OF TERM. 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 and 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 (as defined in Paragraph 34 below). 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. If this Agreement terminates early and Tenant has not removed its equipment within the above-referenced ninety (90) day period, the provisions of Paragraph 16 (Holdover) shall apply.
- 16. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 15 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 15 and this Paragraph 16, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 15 shall be equal to 110% of the rent applicable during the month immediately preceding such expiration or earlier termination.
- 17. <u>RESTRICTIVE COVENANT</u>. During the term of this Agreement, LESSOR covenants not to grant a third party an easement for the purpose of operating and maintaining communications facilities or the management thereof over the Premises.

- 18. RIGHTS UPON SALE. 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. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, 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.
- 19. <u>QUIET ENJOYMENT</u>. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.
- 20. <u>TITLE</u>. 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.
- 21. <u>INTEGRATION</u>. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. 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 under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.
- 22. <u>GOVERNING LAW</u>. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.
- 23. <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.

24. <u>NOTICES</u>. 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:

University of Nevada, Reno

Real Estate Office

1664 North Virginia Street

Mail Stop 243

Reno, Nevada 89557

With a copy to:

Office of General Counsel, UNR

Mail Stop 550

1664 N. Virginia Street Reno, NV 89557-0550

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.

- 25. <u>SUCCESSORS</u>. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.
- 26. <u>SUBORDINATION AND NON-DISTURBANCE</u>. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Building or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Building, LESSOR shall obtain for LESSEE's benefit a non disturbance and attornment agreement for LESSEE's benefit in the

form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor in interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Building, Lender or such successor in interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then existing LESSOR defaults under the Agreement. Such Non Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Building and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights. titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

27. <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 Agreement is for recording purposes only and bears no reference to commencement of either the Term or rent payments. Upon expiration, or earlier termination of this Agreement, LESSEE shall execute and deliver to LESSOR all commercially reasonable documents, including a quitclaim deed, necessary to clear this Lease and LESSEE's rights from title to the Property. This obligation shall survive the expiration or earlier termination of the Lease.

28. DEFAULT.

- (a) In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have ten (10) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.
- (b) In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written

notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods 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.

29. REMEDIES. 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. 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; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. Forbearance by LESSOR or LESSEE to enforce a remedy herein upon the occurrence of an event of default, shall not be deemed or construed to constitute a waiver of such default. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

30. 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 activities of LESSEE in the Premises.
- 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.

- 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 LESSEE 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 LESSEE's use of the Premises is impaired.
- 32. <u>CONDEMNATION</u>. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Building, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). 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. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable floor area of the Premises taken bears to the total rentable floor area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

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- 33. <u>SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY</u>. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.
- 34. APPLICABLE LAWS. 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 (other than general office use); 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).
- 35. <u>SURVIVAL</u>. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.
- 36. <u>CAPTIONS</u>. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.
- 37. AMENDMENT. This Agreement may be amended by and only by an instrument executed and delivered by each Party hereto. LESSOR and LESSEE hereby agree to amend the Agreement to revise the rent structure contained herein if either (a) LESSOR's counsel and LESSEE's counsel agree that, or (b) the IRS makes a determination that, all or any portion of the monies paid, directly or indirectly, by LESSEE to LESSOR (and/or its partners) hereunder are, or may be deemed to be, unrelated business income within the meaning of the United States Internal Revenue Code or regulations issued thereunder; provided that no such amendment shall result in LESSEE having to pay in the aggregate a larger sum of money on account of its occupancy of the Premises under the terms of this Agreement as so amended, and provided further that no such amendment or amendments shall result in LESSEE receiving under the provisions of this Agreement fewer services than it is entitled to receive, nor services of a lesser quality. Furthermore, LESSEE agrees not to take any steps or actions knowingly which may jeopardize LESSOR's (and/or its partners') tax-exempt status.

- 38. <u>TIME OF ESSENCE</u>. Time shall be of the essence with respect to the performance of the Parties' obligations under this Agreement.
- 39. <u>INTERPRETATION</u>. LESSOR and LESSEE hereby agree that both parties were equally influential in preparing and negotiating this Agreement, and each had the opportunity to seek the advice of legal counsel prior to the execution of this Agreement. Therefore, LESSOR and LESSEE agree that no presumption should arise construing this Agreement more unfavorably against any one party.
- 40. <u>AUTHORITY</u>. If LESSEE is a corporation, partnership, limited liability company or similar entity, the person executing this Agreement on behalf of LESSEE represents and warrants that (a) LESSEE is duty organized and validly existing and (b) this Agreement (i) has been authorized by all necessary parties, (ii) is validly executed by an authorized officer or agent of LESSEE and (iii) is binding upon and enforceable against LESSEE in accordance with its terms. The person executing this Agreement on behalf of LESSOR represents and warrants that (a) LESSOR is duty organized and validly existing and (b) this Agreement (i) has been authorized by all necessary parties, (ii) is validly executed by an authorized officer or agent of LESSOR and (iii) is binding upon and enforceable against LESSOR in accordance with its terms.
- 41. <u>SEVERABILITY</u>. No determination by any court, governmental or administrative body or agency or otherwise that any provision of this Agreement or any amendment hereof is invalid or unenforceable in any instance shall affect the validly or enforceability of (a) any other provision hereof, or (b) such provision in any circumstance not controlled by such determination. Each such provision shall remain valid and enforceable to the fullest extent allowed by and shall be construed wherever possible as being consistent with, applicable law.
- 42. <u>NO PARTNERSHIP</u>. Nothing in this Agreement shall be deemed in any way to create between the parties hereto any relationship of partnership, joint venture or association, and the parties hereto hereby disclaim the existence of any such relationship.

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

LESSOR:	LESSEE:
THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, on behalf of the University of Nevada, Repo By: Daniel Klaich, Chancellor Date: 8 8 //	SACRAMENTO-VALLEY LIMITED PARTNERSHIP d/b/a Verizon Wireless By: AirTouch Cellular, Its General Partner By: Name: Walter L. Jones, Jr. Title: Area Vice President Network Date:
Approved: Date Date	e: 7-26-4
Marc Johnson, President	
University Of Nevada, Reno	

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EXHIBIT "A" DESCRIPTION OF PROPERTY

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, BEING A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4; AND A PORTION OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 19 NORTH, RANGE 19 EAST, M.D.B.&M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF REAL PROPERTY COMMONLY KNOWN AS THE UNIVERSITY OF NEVADA, LYING EAST OF THE EAST LINE OF NORTH VIRGINIA STREET AS IT EXISTS TODAY, NORTH OF THE NORTH LINE OF NINTH STREET AS IT EXISTS TODAY, NORTHWEST AND WEST OF THE NORTHWEST AND WEST LINE OF EVANS AVENUE AS IT EXISTS TODAY, AND SOUTH OF THE NORTH BOUNDARY LINE DESCRIBED IN A DEED RECORDED ON APRIL 13, 1966 IN BOOK 168, PAGE 348 AS DOCUMENT NO. 57839, OFFICIAL RECORDS.

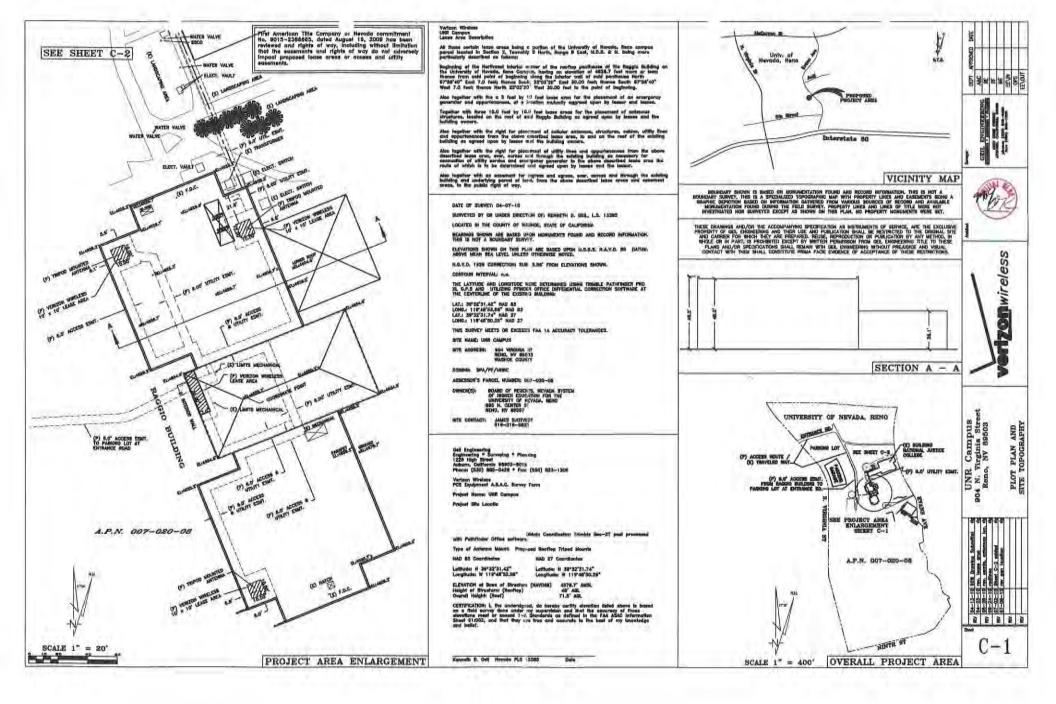
EXCEPTING THEREFROM ALL THAT PORTION OF THE SOUTHWEST CORNER OF SAID LAND AS CONVEYED TO THE CITY OF RENO IN A DEED OF DEDICATION RECORDED JUNE 13, 1979 AS DOCUMENT NO. 611216, OFFICIAL RECORDS.

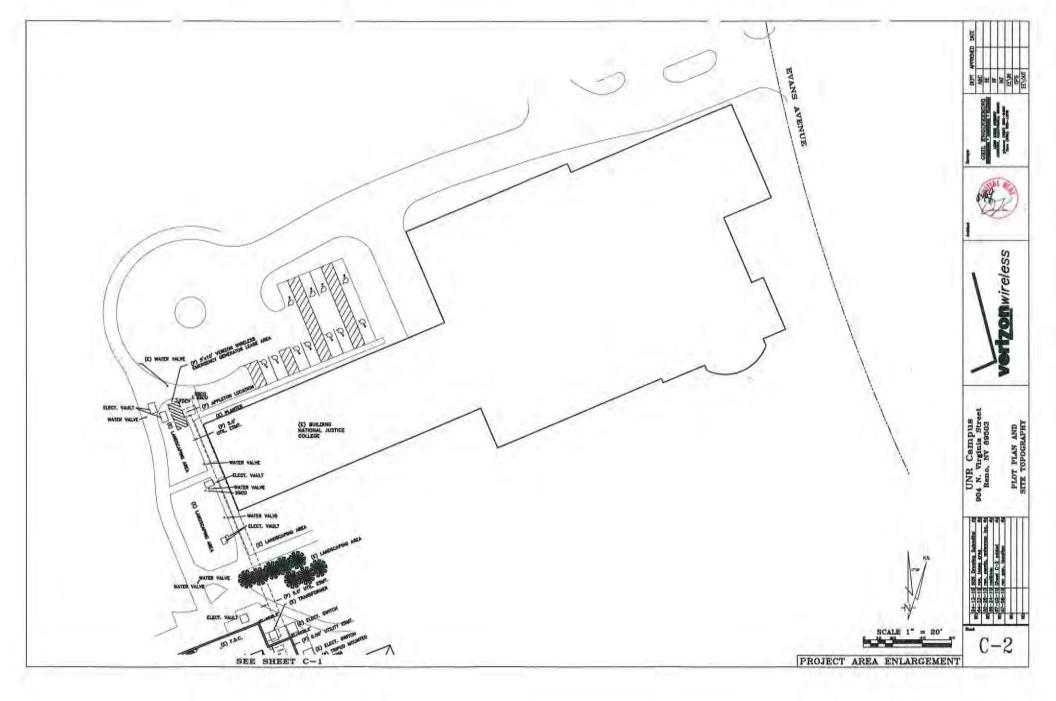
ALSO EXCEPTING THEREFROM LOT A AND LOTS 1 THROUGH 16, IN BLOCK J, INCLUSIVE, OF

UNIVERSITY HEIGHTS, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF WASHOE COUNTY, STATE OF NEVADA ON JULY 2, 1907, INCLUDING THAT PORTION LYING WEST OF THE WEST LOT LINE OF LOT 14 DESCRIBED ABOVE AND EAST OF THE EAST BANK OF THE ORR DITCH.

FURTHER EXCEPTING THEREFROM THAT PORTION OF REAL PROPERTY DESCRIBED IN A DEED RECORDED OCTOBER 3, 1975 IN BOOK 922, PAGE 296, AS DOCUMENT NO. 380786, OFFICIAL RECORDS.

EXHIBIT "B" SITE PLAN OF ROOFTOP SPACE, FLOOR SPACE ANTENNA SPACE AND CABLING SPACE





FIRST AMENDMENT TO BUILDING AND ROOFTOP LEASE AGREEMENT

This FIRST AMENDMENT TO BUILDING AND RO	OFTOP LEASE AGREEMENT
("Amendment") is made this day of, 20	01, by and between The Board
of Regents of the Nevada System of Higher Education, for t	the benefit of the University of
Nevada, Reno ("Lessor"), and Sacramento-Valley Limited Par	tnership d/b/a Verizon Wireless
("Lessee"), with reference to the facts set forth in the Recitals be	low:

RECITALS

- A. Lessor and Lessee, or their predecessors in interest, are parties to a Building and Rooftop Lease Agreement dated August 8, 2011 ("Lease"), whereby Lessor has leased a portion of Lessor's Property (as defined in the Lease) to Lessee to construct, operate and maintain a communications facility, including required antennas and antenna support structure(s).
 - B. Lessor and Lessee desire to revise the Premises (as defined in the Lease).

AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>PREMISES</u>. Section 1 of the Lease is hereby deleted in its entirety and replaced with the following Section 1:
 - PREMISES. LESSOR hereby leases to LESSEE approximately two hundred ten "1. (210) square feet of space on the 5th floor (the "Floor Space") of the building (the "Building") located at 904 N. Virginia Street, Reno, County of Washoe, State of Nevada, the underlying real property of which is legally described in Exhibit "A" attached hereto and made a part hereof (the Building and such real property are hereinafter sometimes collectively referred to as the "Property") and certain space on the roof of the Building comprised of two (2) separate spaces of approximately One Hundred Forty-four (144) square feet each (a total of approximately Two Hundred Eighty-eight (288) square feet) (collectively, the "Rooftop Space"), for the installation, operation and maintenance of communications equipment; together with such additional space on the roof of the Building sufficient for the installation, operation and maintenance of antennas and antenna support structures (the "Antenna Space"); together with approximately fifty (50) square feet adjacent to the Building (the "Generator Space") for the placement of a temporary power source; together with such additional space within the Building, on the Property, and on the roof of the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between and among the Floor Space, Rooftop Space, Generator Space and Antenna Space and to all necessary electrical and telephone utility sources located within the Building or on the Property; together with the non-exclusive right of ingress and egress from a public right-of-way over the Property and in and through the Building to and from the Premises (as

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hereinafter defined), during the hours of 8:00 am to 5:00 pm on weekdays; however, (a) in the event of an emergency LESSEE shall be able to access the Premises at any time, (b) LESSEE shall have 24 hours a day access to the Premises on weekends for the purpose of installation, operation and maintenance of LESSEE's communications facility, and (c) LESSEE shall have access to the Premises during the weekday once per calendar quarter between the hours of 5:00 pm and 8:00 am. LESSEE hereby agrees to provide LESSOR with twenty-four (24) hour notice at the following number 775-784-8020 prior to accessing the Premises, except in the event of emergencies, in which case said notice to LESSOR shall not be required. The Floor Space, Rooftop Space, Antenna Space, Generator Space and Cabling Space are hereinafter collectively referred to as the "Premises" and are as shown on Exhibit "B" attached hereto and made a part hereof. In the event there are not sufficient electric and telephone utility sources located within the Building or on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on, over and/or under the Property and through the Building necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR.."

- 2. <u>EXHIBIT "B"</u>. Exhibit "B" of the Lease is hereby deleted in its entirety and replaced by Exhibit "B" attached hereto and made a part hereof. All references to Exhibit "B" in the Lease shall hereinafter refer to Exhibit "B" attached hereto.
- 3. <u>CONTINUED EFFECT.</u> Except as specifically modified by this Amendment, all of the terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between any term and provision of the Lease and this Amendment, the terms and provisions of this Amendment shall control. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Lease. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

IN WITNESS WHEREOF, Lessor and Lessee have caused this FIRST AMENDMENT TO BUILDING AND ROOFTOP LEASE AGREEMENT to be executed by each party's duly authorized representative effective as of the date first above written.

LESSOR:	LESSEE:
The Board of Regents of the Nevada System of Higher Education, on behalf	Sacramento-Valley Limited Partnership d/b/a Verizon Wireless
of the University of Nevada, Reno	By AirTouch Cellular, Its General Partner
By:	By:
Name:	Name: Phillip French
Title:	Title: Executive Director - Network
Date:	Date:

. .

EXHIBIT "A" DESCRIPTION OF PROPERTY

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EXCEPTING THEREFROM ALL THAT PORTION OF THE SOUTHWEST CORNER OF SAID LAND AS CONVEYED TO THE CITY OF RENO IN A DEED OF DEDICATION RECORDED JUNE 13, 1979 AS DOCUMENT NO. 611216, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM LOT A AND LOTS 1 THROUGH 16, IN BLOCK J, INCLUSIVE, OF

UNIVERSITY HEIGHTS, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF WASHOE COUNTY, STATE OF NEVADA ON JULY 2, 1907, INCLUDING THAT PORTION LYING WEST OF THE WEST LOT LINE OF LOT 14 DESCRIBED ABOVE AND EAST OF THE EAST BANK OF THE ORR DITCH.

FURTHER EXCEPTING THEREFROM THAT PORTION OF REAL PROPERTY DESCRIBED IN A DEED RECORDED OCTOBER 3, 1975 IN BOOK 922, PAGE 296, AS DOCUMENT NO. 380786, OFFICIAL RECORDS.

VERIZON WIRELESS REAL ESTATE:
SIGNATURE DATE
VERIZON WIRELESS RF ENGINEER:
SIGNATURE DATE
EPIC WIRELESS GROUP, INC - LEASING
SIGNATURE DATE
EPIC WIRELESS GROUP, INC - ZONING
SIGNATURE DATE
E



1664 N VIRGINIA ST, RENO, NV 89557 **LOCATION NUMBER: 190375**

PROJECT NUMBER: 20141119970 / UNR PROJECT NUMBER: 1312-P256

PROJECT DESCRIPTION

A MODIFICATION TO AN (E) UNMANNED VERIZON WIRELESS TELECOMMUNICATION FACILITY CONSISTING OF

- REMOVING (6) (E) ANTENNAS & (3) BALLAST MOUNTS
- REMOVING (3) (E) DOGHOUSES
- REMOVING (E) COAX RUNS
- INSTALLING (8) (N) ANTENNAS BEHIND (2) (N) FRP SCREEN WALLS
- INSTALLING (12) (N) RRUS-12 UNITS W/ (12) (N) A2 MODULES
- INSTALLING (8) (N) RAYCAP 3315 SURGE SUPPRESSORS

VICINITY MAP

CODE COMPLIANCE

ALL WORK & MATERIALS SHALL BE PERFORMED & INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK

- 2012 INTERNATIONAL BUILDING CODE
- 2012 INTERNATIONAL RESIDENTIAL CODE
- 2012 INTERNATIONAL EXISTING BUILDING CODE 2009 INTERNATIONAL ENERGY CONSERVATION CODE
- 2012 INTERNATIONAL FUEL GAS CODE
 2012 INTERNATIONAL GREEN CONSTRUCTION CODE
- 2012 INTERNATIONAL MECHANICAL CODE
- 2012 INTERNATIONAL WIDLAND URBAN INTERFACE CODE 2012 INTERNATIONAL SWIMMING POOL AND SPA CODE
- 2012 UNIFORM PLUMBING CODE
- 2012 LINIFORM MECHANICAL CODE 2011 NATIONAL ELECTRICAL CODE
- NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 54 AND 58 2011 NORTHERN NEVADA ENERGY CODE AMENDMENTS BY THE NNICC
- 2012 NORTHERN NEVADA CODE AMENDMENTS BY THE NNICC

ALONG WITH ANY OTHER APPLICABLE LOCAL & STATE LAWS AND REGULATIONS

PROJECT INFORMATION

SITE NAME: UNR CAMPUS 190375 COUNTY: WASHOE POWER: SPPD 070-020-08 TELEPHONE:

SITE ADDRESS: RENO, NV 89557

CURRENT ZONING: SPA/PF/UNRC

CONSTRUCTION TYPE:

OCCUPANCY TYPE: U. (UNMANNED COMMUNICATIONS FACILITY)

BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION FOR THE PROPERTY OWNER

UNIVERSITY OF NEVADA, RENO

895 N CENTER ST RENO, NV 89557

255 PARKSHORE DRIVE FOLSOM, CA 95630

LEASING CONTACT ATTN: HEIDI FREEMAN

(916) 704-2160

ZONING CONTACT: ATTN: RYAN MCSORLEY

(916) 880-0143

CONSTRUCTION CONTACT: ATTN: RYAN MCSORLEY

DESIGN CRITERIA

RISK CATEGORY: II WIND EXPOSURE: B SITE CLASS: D

APPLICANT:

ROOF LIVE LOAD: N/A DESIGN WIND SPEED: V_{ULT:} 130 MPH SEISMIC DESIGN CATEGORY: D

SEISMIC COMPONENT Ip: 1.0

FLOOR LIVE LOAD: N/A

ALLOW SOIL BEARING: N/A $S_{DS:}$ 1.000 α_p : 1.0 R_p : 2.5

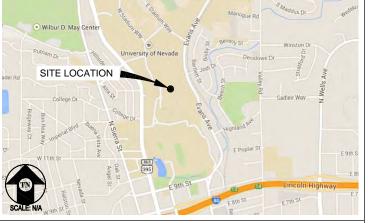
. CONTRACTOR TO SEAL (E) ROOF PORTS.

TESTS AND SPECIAL INSPECTIONS

STREAMLINE ENGINEERING & DESIGN, INC. DOES NOT REQUIRE ANY STRUCTURAL OBSERVATION OR SPECIAL INSPECTION OF ANY STRUCTURAL COMPONENT ABOVE & BEYOND WHAT IS LISTED BELOW UNLESS OTHERWISE REQUIRED BY JURISDICTION.

PROVIDE COMPLETE TESTING AND INSPECTIONS IN ACCORDANCE WITH THE CBC, CHAPTER 17 AS NOTED BELOW:

I. STRUCTURAL STEEL CONSTRUCTION AND WELDING IN ACCORDANCE W/ CBC SECTION 1705.2 AND TABLE 1705.2.1 2. SPECIAL INSPECTION FOR STEEL WELDS WILL BE REQUIRED BY 3RD PARTY.



DRIVING DIRECTIONS

255 PARKSHORE DRIVE, FOLSOM, CA 95630 1664 N VIRGINIA ST, RENO, NV 89557

3. TURN LEFT ONTO GLENN DR 49 4. TURN RIGHT ONTO FOLSOM BLVD 5. CONTINUE ONTO FOLSOM BLVD 6. CONTINUE ONTO AUBURN FOLSOM RD 7. TURN LEFT ONTO CAVITT STALLMAN RD 8. TURN RIGHT AT THE 1ST CROSS STREET ONTO LAIRD RD 9. TURN RIGHT ONTO HORSESHOE BAR RD 10. TURN LEFT TO STAY ON HORSESHOE BAR RD 11. TURN RIGHT TO MERGE ONTO 1-80 E 10. TURN RIGHT TO MERGE ONTO 1-80 E 10. TURN RIGHT TO MERGE ONTO 1-80 E 11. TURN RIGHT TO MERGE ONTO 1-80 SE 12. TAKE EXIT 13 TOWARD DOWNTOWN RENO/VIRGINIA ST 13. CONTINUE ONTO MAPLE ST	2. TURN LEFT ONTO COOLIDGE DR 3. TURN LEFT ONTO CLENN DR 4. TURN RIGHT ONTO FOLSOM BLVD 5. CONTINUE ONTO FOLSOM-AUBURN RD 6. CONTINUE ONTO AUBURN FOLSOM RD 7. TURN LEFT ONTO CAVITI STALLMAN RD 8. TURN RIGHT AT THE 1ST CROSS STREET ONTO L. 9. TURN RIGHT ONTO HORSESHOE BAR RD 10. TURN LEFT TO STAY ON HORSESHOE BAR RD 11. TURN RIGHT TO MERGE ONTO 1-80 E 12. TAKE EXIT 13 TOWARD DOWNTOWN RENO/VIRGIN 13. CONTINUE ONTO MAPLE ST	0. 49 1. 2. 3. 41RD RD 3. 3. 0.	3 M 99 4 M 2 M 72 M 25 M
15. TURN RIGHT ONTO EAST 15TH STREET 0.1	15. TURN RIGHT ONTO EAST 15TH STREET	38 T 0. O.	

SHEET INDEX

SHEET	DESCRIPTION	REV
T-1	TITLE SHEET	-
C-1	SURVEY	-
A-1	OVERALL SITE PLAN & SITE PLAN	_
A-2	ENLARGED SITE PLANS	-
A - 3	(E) ANTENNA PLANS	-
A-4	(N) ANTENNA PLANS	-
A-5	ÉLÉVATIONS	-
A - 6	ELEVATIONS	=
A - 7	DETAILS	-
A-8	ANTENNA COLOR CODES	_
S-1	STRUCTURAL NOTES	-
S-2	STRUCTURAL FRAMING PLAN-NORTH	_
S - 3	STRUCTURAL FRAMING PLAN-SOUTH	-
S-4	STRUCTURAL DETAILS	-
S-5	STRUCTURAL DETAILS	-

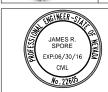
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	Mo. 22605		
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03/06/15	CD 100%	C.C.	
03/26/15	CLIENT REV	M.D.	
_	_	-	
DRAWN BY:	C. CODY	-	
CHECKED BY	r: K. SORENSEI	N	
APPROVED BY:	J. SPORE		
DATE:	03/26/15		
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SHEE	T NUMBER:		
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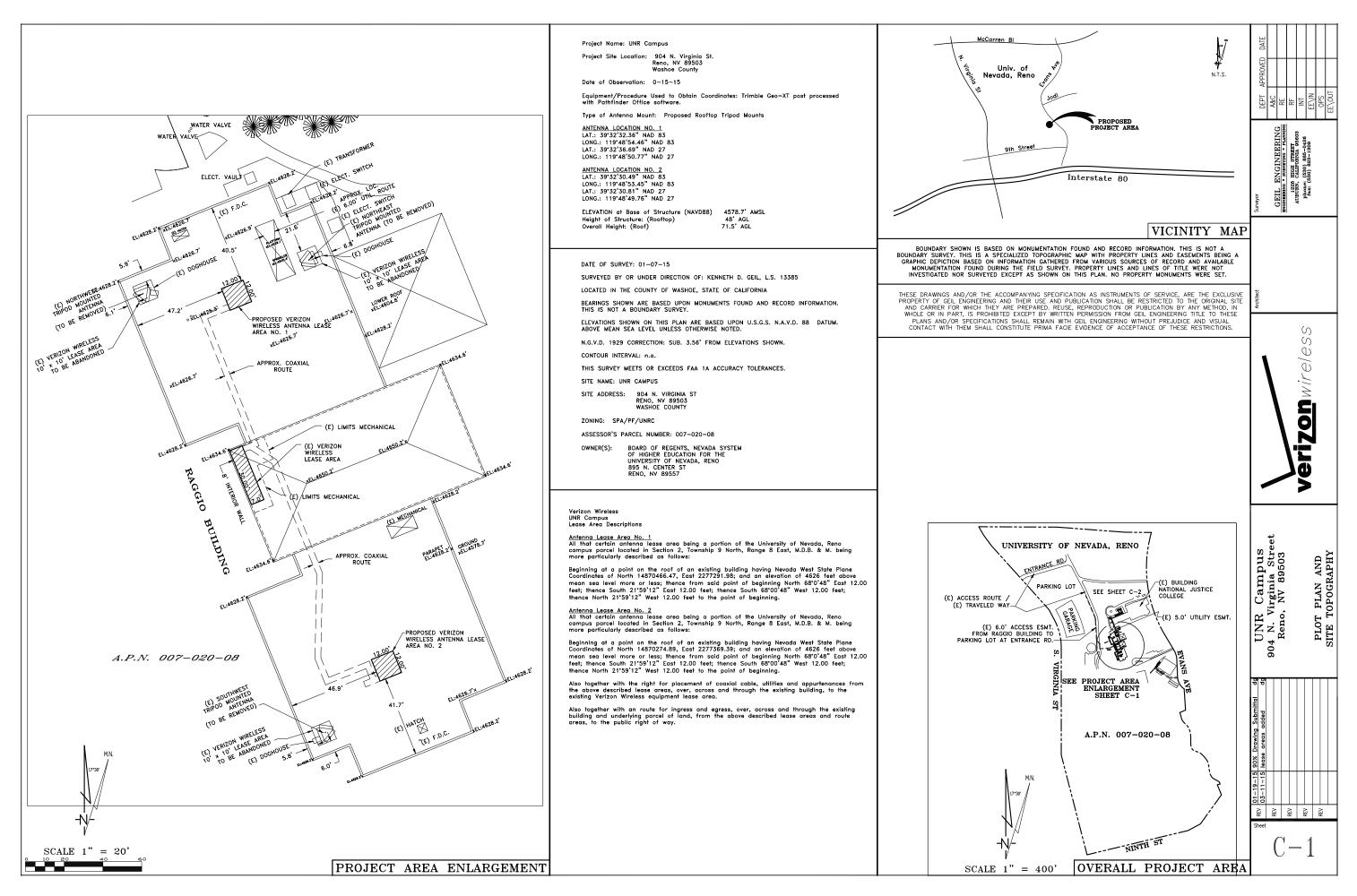
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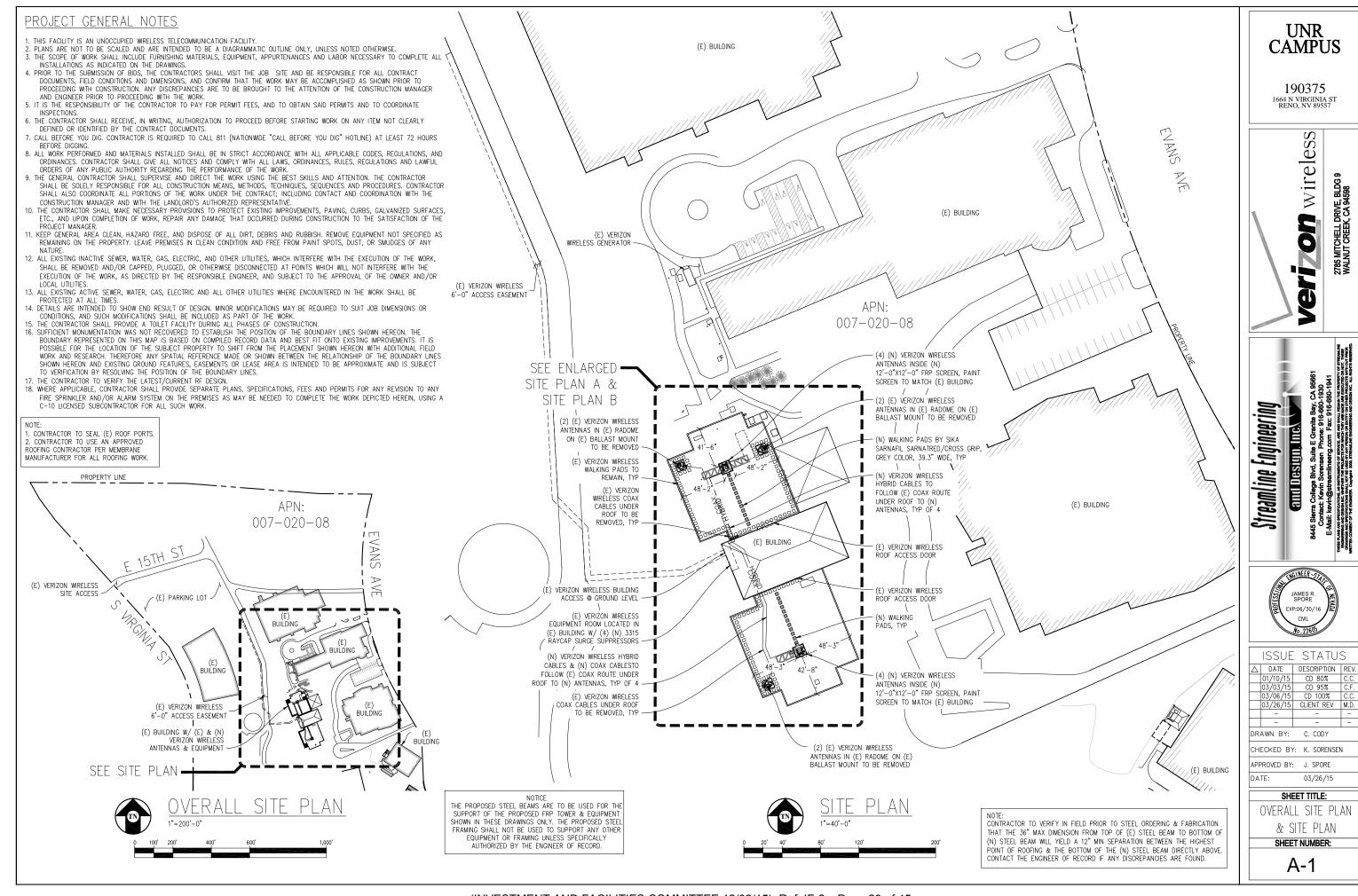
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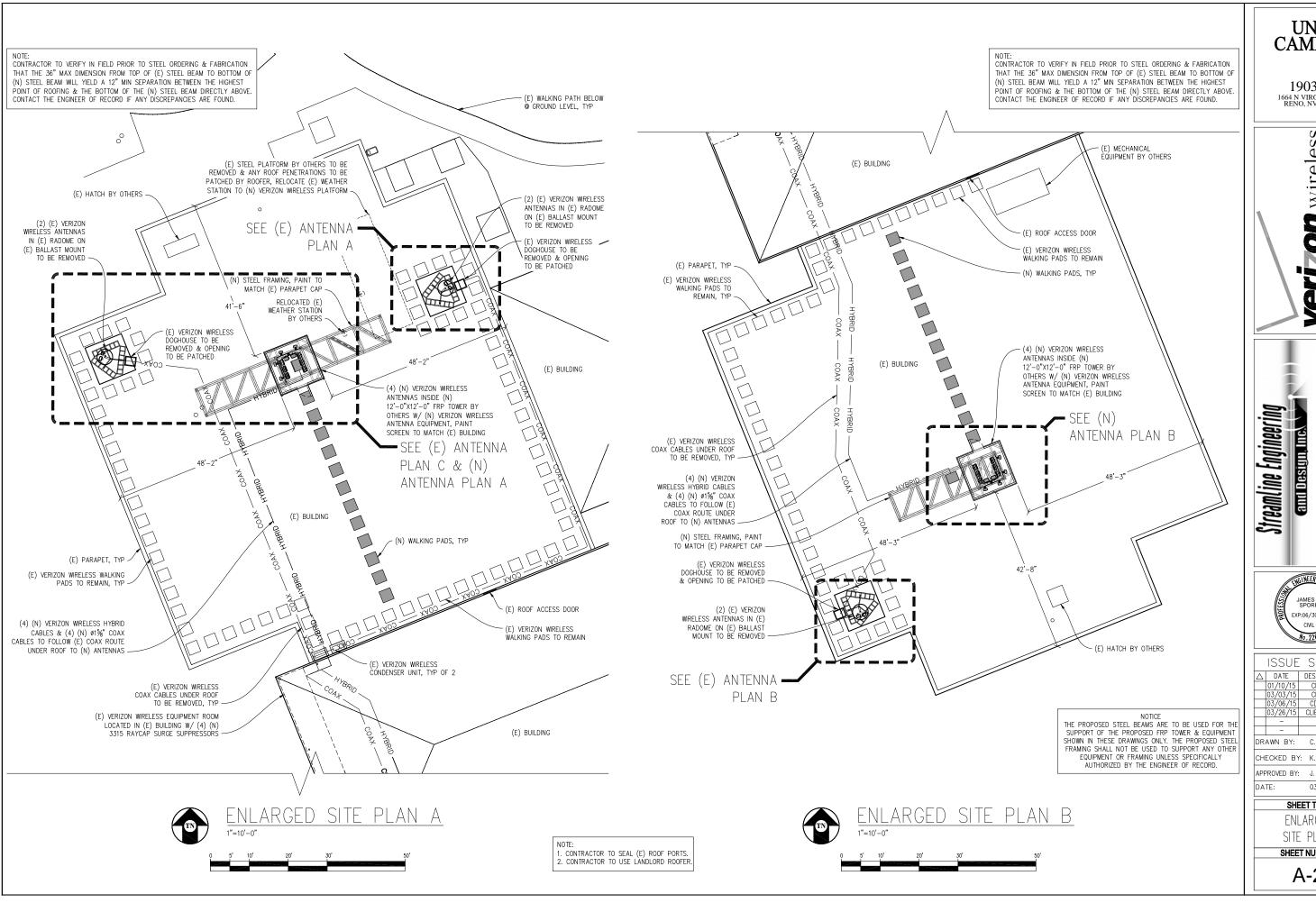










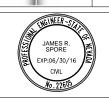


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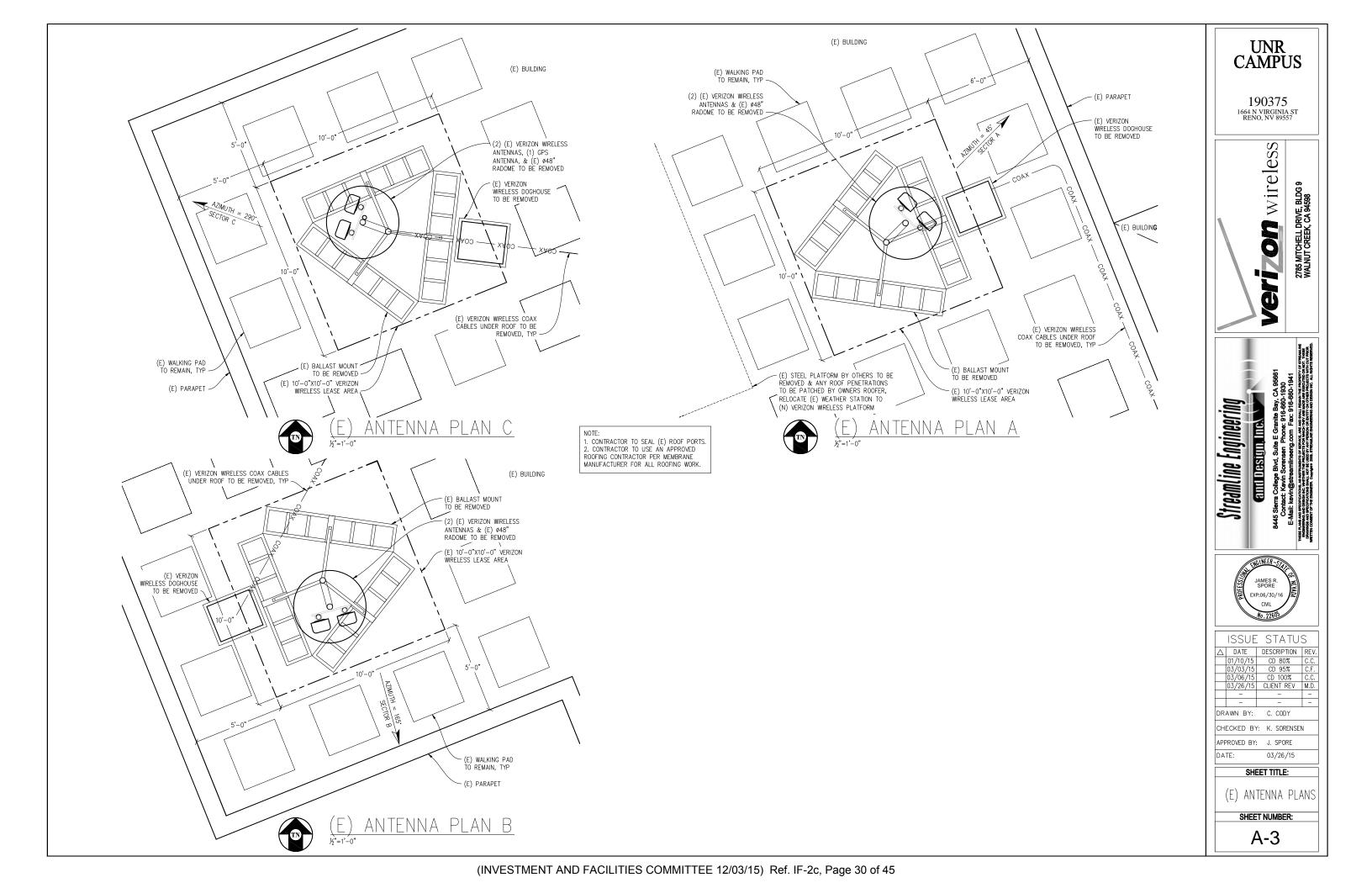


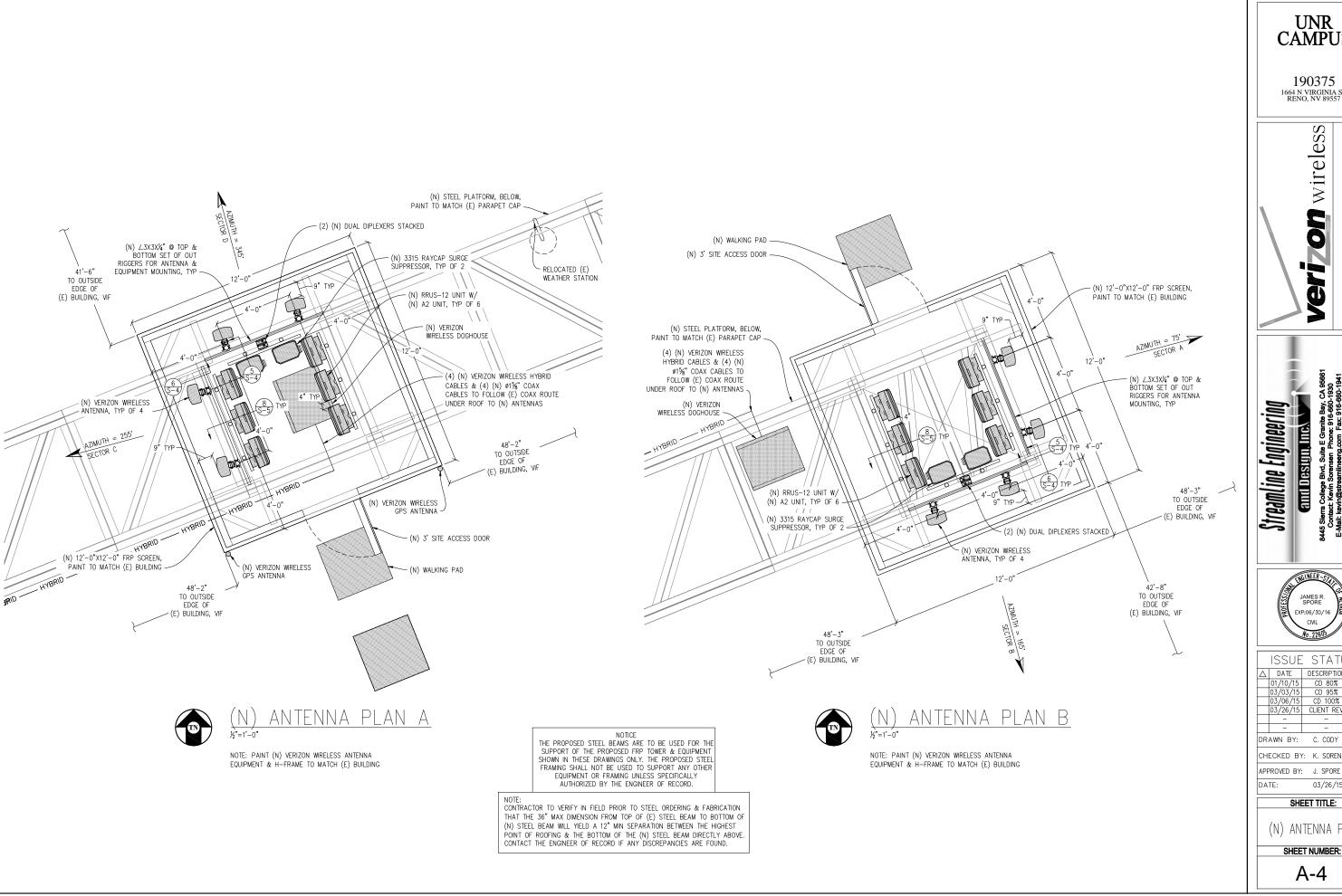
2785 MITCHELL DRIVE, BLDG 9 WALNUT CREEK, CA 94598





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03/03/15	CD 95%	C.F.
03/06/15	CD 100%	C.C
03/26/15	CLIENT REV	M.D
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DRAWN BY:	C. CODY	
CHECKED E	Y: K. SORENSE	N
APPROVED B	Y: J. SPORE	
DATE:	03/26/15	
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SIT	E PLANS	
SHE	ET NUMBER:	
	A-2	

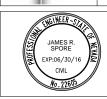




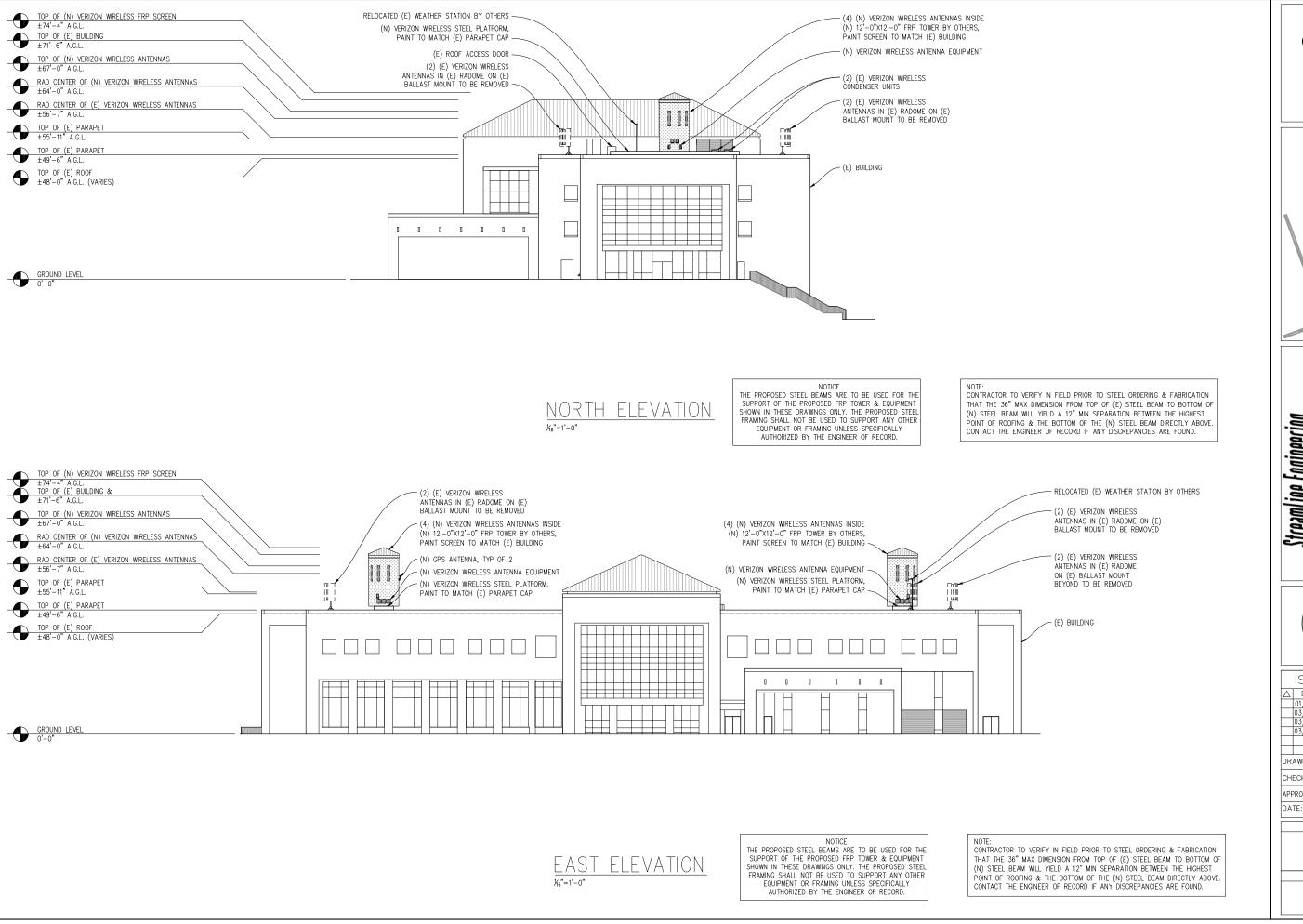
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Verizon wireless 2785 MITCHELL DRIVE, BLDG 9 WALNUT CREEK, CA 94598





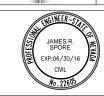
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DESCRIPTION	REV
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C. CODY	
: K. SORENSE	N
J. SPORE	
03/26/15	
ET TITLE:	
	CD 95% CD 100% CLIENT REV C. CODY K. SORENSE J. SPORE 03/26/15



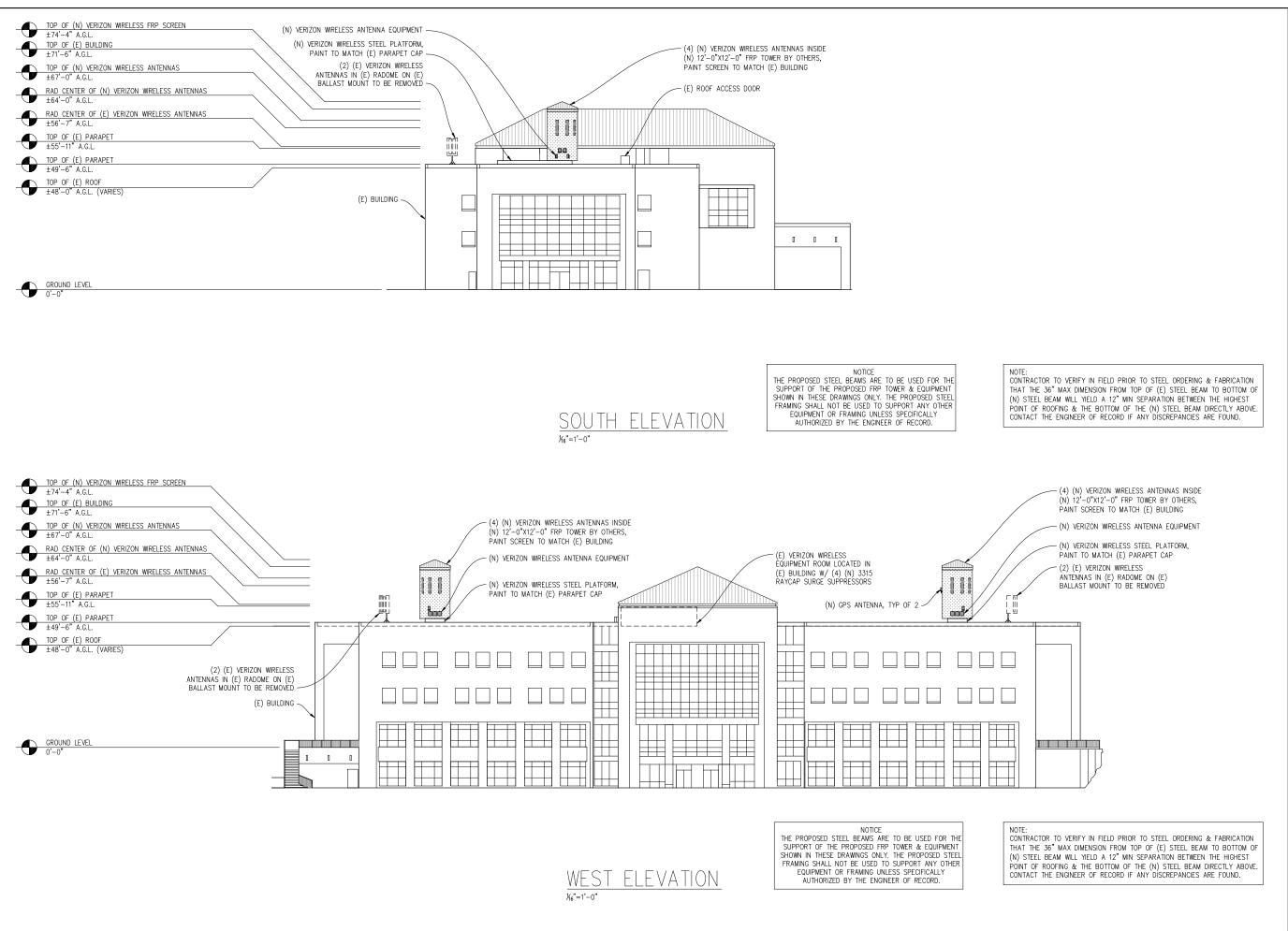
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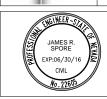
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03/06/15	CD 100%	C.C.
03/26/15	CLIENT REV	M.D.
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APPROVED BY:	: J. SPORE	
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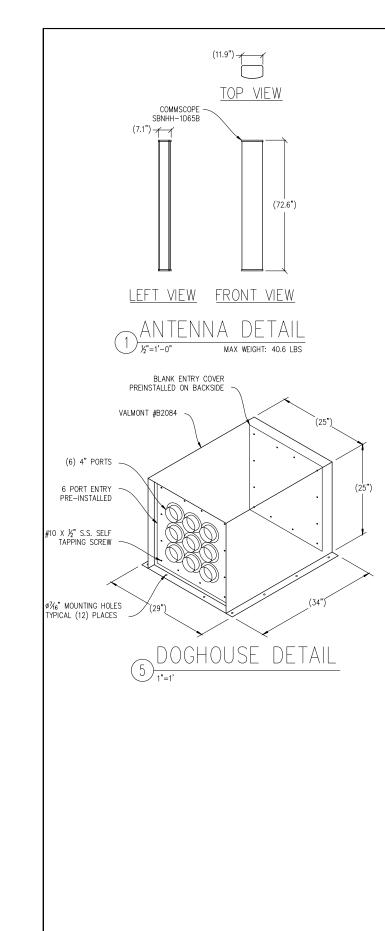
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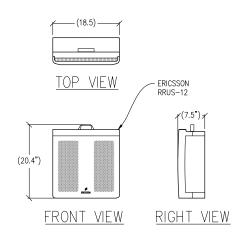




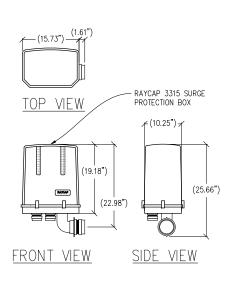


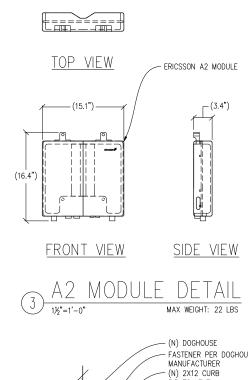
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03/26/15	CLIENT REV	M.D	
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AWN BY:	C. CODY		
ECKED BY	r: K. SORENSE	N	
PROVED BY:	J. SPORE		
TE:	03/26/15		
SHI	ET TITLE:		
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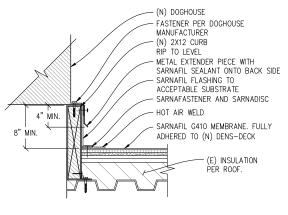




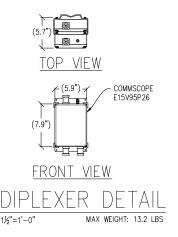
MAX WEIGHT: 50 LBS

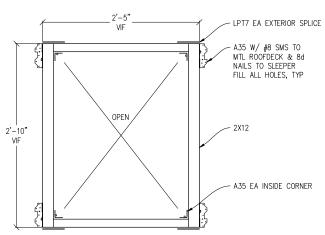












8 DOGHOUSE CURB DETAIL

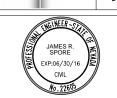
NOTE: CONTRACTOR TO COORDINATE DIMENSIONS OF CURB W/ (N) DOGHOUSE



190375 1664 N VIRGINIA ST RENO, NV 89557







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	03/03/15	CD 95%	C.F.		
	03/06/15		C.C.		
	03/26/15	CLIENT REV	M.D.		
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DR	AWN BY:	C. CODY			
СН	CHECKED BY: K. SORENSEN				
API	APPROVED BY: J. SPORE				
DATE: 03/26/15					
	SHEET TITLE:				
	DETAILS				
	SHEET NUMBER:				
	A-7				

PRIMARY MODCELL ANTENNA PORTS - REAR VIEW

7	6	5	4	3	2	1
GPS	GAMMA	GAMMA	BETA	BETA	ALPHA	ALPHA

ALPHA SECTOR 1	1 2	3 4	5 6
ALPHA SECTOR 1	7 8	9 (10)	11 (12)
ALPHA SECTOR 1	13 (14)	15 (16)	17 (18)
ALPHA SECTOR 1	850	PCS	23 24
	ALPHA -	V— BETA —∕	➤ GAMMA ✓

ANTENNA WAVEGUIDE PORT - INSIDE VIEW

	ANTENNA COLOR CODES FOR	850/PCS/LTE/AWS	
PORT NO.	DESCRIPTION	COLOR CODE	COMMENTS
	ALPHA SECTOR 1 (850)		
1	ANTENNA TX1/RX1	YELLOW/RED	850 SYSTEM
2	ANTENNA TX2/RX2	YELLOW/GREEN	850 SYSTEM
	BETA SECTOR 2 (850)		
7	ANTENNA TX1/RX1	BLUE/RED	850 SYSTEM
8	ANTENNA TX2/RX2	BLUE/GREEN	850 SYSTEM
	GAMMA SECTOR 3 (850)	· ·	
13	ANTENNA TX1/RX1	ORANGE/RED	850 SYSTEM
14	ANTENNA TX2/RX2	ORANGE/GREEN	850 SYSTEM
	'	'	
	ALPHA SECTOR 1 (PCS)		
3	ANTENNA TX1/RX1	PURPLE/YELLOW/RED	PCS SYSTEM
4	ANTENNA TX2/RX2	PURPLE/YELLOW/GREEN	PCS SYSTEM
	BETA SECTOR 2 (PCS)	' '	
9	ANTENNA TX1/RX1	PURPLE/BLUE/RED	PCS SYSTEM
10	ANTENNA TX2/RX2	PURPLE/BLUE/GREEN	PCS SYSTEM
	GAMMA SECTOR 3 (PCS)	· · ·	
15	ANTENNA TX1/RX1	PURPLE/ORANGE/RED	PCS SYSTEM
16	ANTENNA TX2/RX2	PURPLE/ORANGE/GREEN	PCS SYSTEM
		· · ·	
	ALPHA SECTOR 1 (LTE/700)		
5	ANTENNA TX1/RX1	PURPLE/PURPLE/YELLOW/RED	LTE SYSTEM (C-BAND)
6	ANTENNA TX2/RX2	PURPLE/PURPLE/YELLOW/GREEN	LTE SYSTEM (C-BAND)
	DETA CECTOD O (LTE /700)		

	GPS COLOR CODE		COMMENTS
PORT NO.	DESCRIPTION COLOR CODE		
23	GPS (850/PCS)	BLUE	850/PCS SYSTEM
24	GPS (LTE)	PURPLE/PURPLE	LTE SYSTEM

ANTENNA COLOR CODES FOR B2B

	ANTENNA COLOR CODES FOR 8		
PORT NO.	DESCRIPTION	COLOR CODE	COMMENTS
	ALPHA SECTOR 1 (850)		
	ANTENNA TX1/RX1	YELLOW/YELLOW/RED	850 SYSTEM B2B
	ANTENNA TX2/RX2	YELLOW/YELLOW/GREEN	850 SYSTEM B2B
	BETA SECTOR 2 (850)		
	ANTENNA TX1/RX1	BLUE/BLUE/RED	850 SYSTEM B2B
	ANTENNA TX2/RX2	BLUE/BLUE/GREEN	850 SYSTEM B2B
	GAMMA SECTOR 3 (850)		
	ANTENNA TX1/RX1	ORANGE/ORANGE/RED	850 SYSTEM B2B
	ANTENNA TX2/RX2	ORANGE/ORANGE/GREEN	850 SYSTEM B2B
	<u> </u>		
	ALPHA SECTOR 1 (PCS)		
	ANTENNA TX1/RX1	PURPLE/YELLOW/YELLOW/RED	PCS SYSTEM B2B
	ANTENNA TX2/RX2	PURPLE/YELLOW/YELLOW/GREEN	PCS SYSTEM B2B
	BETA SECTOR 2 (PCS)		
	ANTENNA TX1/RX1	PURPLE/BLUE/BLUE/RED	PCS SYSTEM B2B
	ANTENNA TX2/RX2	PURPLE/BLUE/BLUE/GREEN	PCS SYSTEM B2B
	GAMMA SECTOR 3 (PCS)		
	ANTENNA TX1/RX1	PURPLE/ORANGE/ORANGE/RED	PCS SYSTEM B2B
	ANTENNA TX2/RX2	PURPLE/ORANGE/ORANGE/GREEN	PCS SYSTEM B2B
	· ·		
	ALPHA SECTOR 1 (LTE/700)		
	ANTENNA TX1/RX1	PURPLE/PURPLE/YELLOW/YELLOW/RED	LTE SYSTEM (C-BAND) B2B
	ANTENNA TX2/RX2	PURPLE/PURPLE/YELLOW/YELLOW/GREEN	LTE SYSTEM (C-BAND) B2B
	BETA SECTOR 2 (LTE/700)		<u> </u>
	ANTENNA TX1 /RX1	PURPLE/PURPLE/BLUE/BLUE/RED	LTE SYSTEM (C-BAND) B2B
	ANTENNA TX2/RX2	PURPLE /PURPLE /BLUE /BLUE /GREEN	LTE SYSTEM (C-BAND) B2B
	GAMMA SECTOR 3 (LTE/700)		
	ANTENNA TX1 /RX1	PURPLE / PURPLE / ORANGE / ORANGE / RED	LTE SYSTEM (C-BAND) B2B
	ANTENNA TX2/RX2	PURPLE / PURPLE / ORANGE / ORANGE / GREEN	LTE SYSTEM (C-BAND) B2B
	,		
	ALPHA SECTOR 1 (LTE/AWS)		
	ANTENNA TX1/RX1	PURPLE/YELLOW/YELLOW/RED/PURPLE	AWS SYSTEM B2B
	ANTENNA TX2/RX2	PURPLE/YELLOW/YELLOW/GREEN/PURPLE	AWS SYSTEM B2B
	BETA SECTOR 2 (LTE/AWS)		
	ANTENNA TX1/RX1	PURPLE/BLUE/BLUE/RED/PURPLE	AWS SYSTEM B2B
	ANTENNA TX2/RX2	PURPLE/BLUE/BLUE/GREEN/PURPLE	AWS SYSTEM B2B
	GAMMA SECTOR 3 (LTE/AWS)		
	ANTENNA TX1/RX1	PURPLE/ORANGE/ORANGE/RED/PURPLE	AWS SYSTEM B2B
	ANTENNA TX2/RX2	PURPLE/ORANGE/ORANGE/GREEN/PURPLE	AWS SYSTEM B2B

	ANTENNA COLOR CODES FOR 850/PCS/LTE/AWS			
PORT NO.	DESCRIPTION	COLOR CODE	COMMENTS	
	ALPHA SECTOR 1 (LTE/AWS)			
19	ANTENNA TX1/RX1	PURPLE/YELLOW/RED/PURPLE	AWS SYSTEM	
20	ANTENNA TX2/RX2	PURPLE/YELLOW/GREEN/PURPLE	AWS SYSTEM	
	BETA SECTOR 2 (LTE/AWS)			
21	ANTENNA TX1/RX1	PURPLE/BLUE/RED/PURPLE PURPLE/BLUE/GREEN/PURPLE	AWS SYSTEM	
22	ANTENNA TX2/RX2	PURPLE'/BLUE'/GREEN/PURPLE	AWS SYSTEM	
	GAMMA SECTOR 3 (LTE/AWS)			
23	ANTENNA TX1/RX1	PURPLE/ORANGE/RED/PURPLE	AWS SYSTEM	
24	ANTENNA TX2/RX2	PURPLE/ORANGE/GREEN/PURPLE	AWS SYSTEM	

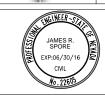
	ANTENNA MICRO	WAVE GUIDE COLO	R CODES
PORT NO.	DESCRI	PTION	COLOR CODE
19	MICROWAVE #1 (MW-1)	RED/RED/RED
20	MICROWAVE #2 (MW-2)	BLUÉ/BLÚE/BLUE
21	MICROWAVE #3 ((MW-3)	GREEN/GREEN/GREEN
22		[MW-4]	YELLOW/YELLOW/YELLOW
Х	MICROWAVE #5	MW-5)	ORANGÉ/ORANGÉ/ORANGE
Х	MICROWAVE #6 ((MW-6)	PURPLE/PURPLE/PURPLE
Χ	MICROWAVE #7 (MW-7)	WHITE/WHITE/WHITE
Х	MICROWAVE #8 ((MW-8)	WHITE/RED/RED
X	MICROWAVE #9 (MW-9)	WHITE/BLUE/BLUE
Х	MICROWAVE #10 (MW-10)	WHITE/GREEN/GREEN

UNR CAMPUS

190375 1664 N VIRGINIA ST RENO, NV 89557







	ISSUE	STATU	S	
Δ	DATE	DESCRIPTION	RE	
	01/10/15	CD 80%	C.0	
	03/03/15	CD 95%	C.F	
	03/06/15	CD 100%	C.0	
	03/26/15	CLIENT REV	M.I	
	-	-	-	
	-	-	-	
DR	AWN BY:	C. CODY		
СН	ECKED BY	r: K. SORENSEI	V	
APF	PROVED BY:	J. SPORE		
DATE: 03/26/15				
SHEET TITLE:				
ANTENNA				
COLOR CODES				
SHEET NUMBER:				
A-8				

SHARED 850 AND PCS FREQUENCIES THROUGH A DIPLEXED MAINLINE COAX RUN IS TO BE MARKED (1) WITH A DOUBLE BAND OF THE SECTOR COLOR ON THE FIRST LINE, AND (2) WITH TRIPLE BAND OF THE SECTOR COLOR ON THE SECOND LINE. EX: Y/Y AND Y/Y/Y; B/B/ AND B/B/B/; O/O AND O/O/O

CONSTRUCTION NOTES

- 1. EXISTING BUILDING CONSTRUCTION CONDITIONS INDICATED ON THE DRAWINGS SHALL BE FIELD VERHIED BY THE CONTRACTOR PRIOR TO PROCEEDING WITH CONSTRUCTION OR ORDERING OF MATERIALS. IF EXISTING CONDITIONS DO NOT ALLOW FOR DETAILS OF CONSTRUCTION AS SHOWN ON THESE DRAWINGS, NOTIFY ENGINEER OF RECORD FOR RESOLUTION PRIOR TO PROCEEDING. CONTRACTOR SHALL EXPOSE AND REVIEW EXISTING CONDITIONS IN A TIMELY MANNER SUCH THAT ALTERNATE DESIGNS OR DETAILS. IF REQUIRED MAY BE GENERATED WITHOUT DELAY TO THE PROJECT.
- DURING CONSTRUCTION, THE CONTRACTOR SHALL NOT ALTER, DAMAGE OR REMOVE ANY PART OF THE EXISTING STRUCTURE UNLESS SPECIFICALLY DETAILED ON THESE DRAWNIGS.
- 3. THE INTENT OF THESE DRAWINGS IS THAT THE WORK OF THE ADDITION, ALTERATION, REHABILITATION, OR RECONSTRUCTION IS TO BE IN ACCORDANCE WITH THE 2006 IBC. SHOULD ANY EXISTING CONDITIONS SUCH AS DETERIORATION OR NONCOMPLYING CONSTRUCTION BE DISCOVERED WHICH IS NOT COVERED BY THE CONTRACT DOCUMENTS WHEREIN THE FINISHED WORK WILL NOT COMPLY WITH THE 2006 IBC, A CHANGE ORDER, OR A SEPARATE SET OF PLANS AND SPECIFICATIONS, DETAILING AND SPECIFYING THE REQUIRED WORK SHALL BE PREPARED AND SUBMITTED TO AND APPROVED BY THE BUILDING DEPARTMENT PRIOR TO PROCEEDING WITH THE WORK.
- . ALL WORK AND MATERIALS SHOWN ARE NEW UNLESS INDICATED AS EXISTING (E).

 IT MAY BE NECESSARY TO REMOVE ARCHITECTURAL FINISHES, PLUMBING PIPES AND FIXTURES, ELECTRICAL CONDUIT, FIXTURES, PANELS, BOXES, FLEEPHONE OR FIRE ALARM WIRING AND FIXTURES OR OTHER NON—STRUCTURAL ITEMS TO INSTALL STRUCTURAL WORK AND MATERIALS SHOWN ON THESE DRAWINGS. SUCH ITEMS SHALL BE REMOVED, REPAIRED AND/OR REPLACED TO MATCH PRE—CONSTRUCTION CONDITIONS AT THE CONTRACTORS EXPENSE.
- 6. ALL WEATHER PROOFING. INCLUDING BUT NOT LIMITED TO TORCH DOWN, CAULKING, Z-FLASHING OR ANY OTHER MATERIAL THAT MAY BE ALTERED DURING INSTALLATION SHALL BE REPAIRED REPLACED AND/OR MODIFIED TO ENSURE THE BUILDING AT THE INSTALLATION SITE IS WEATHER PROOF.
- 7. ANY PROPOSED SUBSTITUTIONS FOR STRUCTURAL MEMBERS, HARDWARE, ANCHOR TYPES, OR DETAILING INDICATED IN THESE DRAWINGS SHALL BE SUBMITTED TO AND REVIEWED BY THE ENGINEER OF RECORD PRIOR TO ORDERING MATERIALS. SUCH REVIEW SHALL BE BILLED ON A TIME AND MATERIALS BASIS TO THE CONTRACTOR WITH NO GUARANTEE THAT THE SUBSTITUTION WILL BE ALLOWED.

STRUCTURAL STEEL NOTES

- ALL STEEL CONSTRUCTION INCLUDING FABRICATION, ERECTION AND MATERIALS SHALL COMPLY WITH ALL REQUIREMENTS OF THE AISC SPECIFICATION FOR THE DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS AND THE 2006 IRC
- 2. ALL STRUCTURAL STEEL SHALL BE ASTM A36 UNLESS OTHERWISE NOTED. ALL WF (WIDE FLANGE) & WT (TEE) SHAPES TO BE ASTM A992 (F_Y=50,000 PSI) UNLESS NOTED OTHERWISE. ALL STRUCTURAL TUBING (TS OR HSS) SHALL BE ASTM A500 GRADE B (F_Y=46,000 PSI). ALL STEEL PIPE SHALL BE ASTM A53 (TYPE E OR S, GRADE B (F_Y=35,000 PSI)) SCHEDULE 40 WITH OUTSIDE DIAMETERS GIVEN UNLESS OTHERWISE NOTED.
- ALL WELDING SHALL BE PERFORMED USING E70XX ELECTRODES AND SHALL CONFORM TO AISC & AWS D1.1. WHERE FILLET WELD SIZES ARE NOT SHOWN PROVIDE THE MINIMUM SIZE PER TABLE J2.4 IN THE AISC SPECIFICATION. PAINTED SURFACES SHALL BE TOUCHED UP.
- 4. ALL WELDING SHALL BE PERFORMED BY QUALIFIED, CERTIFIED WELDERS.
 5. BOLTS SHALL BE GALVANIZED ASTM A325 MINIMUM. BOLTED CONNECTIONS SHALL BE
- BOLTS SHALL BE CALVANIZED ASTM A325 MINIMUM. BOLTED CONNECTIONS SHALL B BEARING TYPE. SEE PLANS FOR LOCATION, NUMBER, & SIZE OF BOLTS. SPECIAL INSPECTION NOT REQUIRED U.O.N.
- THREADED RODS SHALL BE ASTM F593 CW 304/316 STAINLESS STEEL . BOLTED CONNECTIONS SHALL BE BEARING TYPE. SEE PLANS FOR LOCATION, NUMBER, & SIZE OF BOLTS.
- ALL HOLES FOR BOLTED CONNECTIONS SHALL BE 1/16" LARGER THAN THE NOMINAL BOLT DIAMETER. USE STANDARD AISC GAGE AND PITCH FOR BOLTS EXCEPT AS NOTED OTHERWISE. HOLES FOR ANCHOR BOLTS IN BASE PLATES MAY BE AISC "OVERSIZE" HOLES WIFER ACCOMPANIED BY OVERSIZED HARDENED HOG WASHERS.
- 8. ALL SHOP FABRICATED STEEL STRUCTURAL MEMBERS FOR EXTERIOR USE SHALL BE HOT DIP GALVANIZED PER ASTM A123 AFTER FABRICATION & PAINTED PER CUSTOMER SPECIFICATIONS AS REQUIRED. STEEL FOR INTERIOR USE SHALL BE SHOP COAT OR GALVANIZED & PAINTED PER PLAN.
- ALL FIELD FABRICATED GALVANIZED STEEL THAT IS CUT, GROUND, DRILLED, WELDED
 OR DAMAGED SHALL BE TREATED WITH "ZINC RICH" COLD GALVANIZING SPRAY OR
 COATING. NO RAW STEEL SHALL BE EXPOSED.

DEMOLITION NOTES

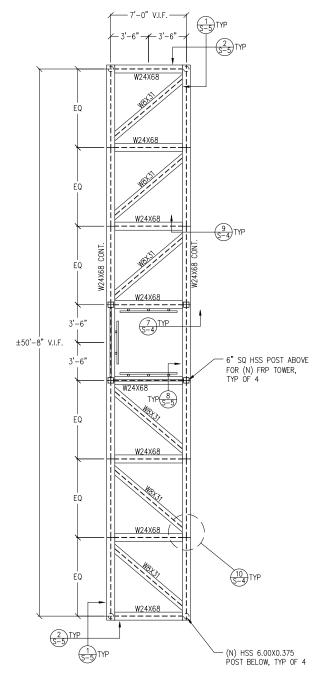
- 1. SAFETY NOTES:
 - A. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH THE PERTINENT SECTIONS, AS THEY APPLY TO THIS PROJECT, OF THE "CONSTRUCTION SAFETY ORDERS" ISSUED BY THE STATE OF CALIFORNIA LATEST EDITION AND ALL OSHA REQUIREMENTS.
- B. THE STRUCTURAL ENGINEER AND OWNER DO NOT ACCEPT ANY RESPONSIBILITY FOR THE CONTRACTOR'S FAILURE TO COMPLY WITH THESE REQUIREMENTS. SHORE OR BRACE TRUSSES, BEAMS, COLUMNS, AND WALLS AS REQUIRED TO
- SHORE OR BRACE TRUSSES, BEAMS, COLUMNS, AND WALLS AS REQUIRED TO
 MAINTAIN THE STABLE INTEGRITY OF THE EXISTING STRUCTURE PRIOR TO DEMOLITION.
 IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DESIGN AND PROVIDE COMPETENT
 SHORING AND BRACING FOR ALL LOADS IMPOSED DURING AND AFTER DEMOLITION
 TURBULED OF THE PLANTAGE OF THE PRIOR OF TH
- THROUGH COMPLETION OF NEW CONSTRUCTION.

 3. ALL DIMENSIONS GIVEN TO AND OF THE EXISTING STRUCTURE ARE APPROXIMATE. VERIFY BY FIELD MEASUREMENTS THE DIMENSIONS OF THE EXISTING STRUCTURE. WHERE ACTUAL CONDITIONS DEVIATE FROM THE DETAILS SHOWN ON THE DRAWINGS, NOTIFY THE ENGINEER OF RECORD FOR INSTRUCTIONS PRIOR TO PROCEEDING WITH WORK OR ORDERING MATERIALS.
- DEMOLITION AND REMOVAL OF EXISTING CONSTRUCTION SHALL BE MADE IN SUCH A MANNER AS TO AVOID DAMAGE TO ADJACENT CONSTRUCTION.
 EXTENT OF DEMOLITION IS TO BE AS INDICATED ON PLANS, SECTIONS AND DETAILS.
- EXTENT OF DEMOLITION IS TO BE AS INDICATED ON PLANS, SECTIONS AND DETAILS. DEMOLITION IS TO INCLUDE REMOVAL AND DISPOSAL OF CONSTRUCTION MATERIALS AS NECESSARY.

ROOFING & WATERPROOFING NOTES:

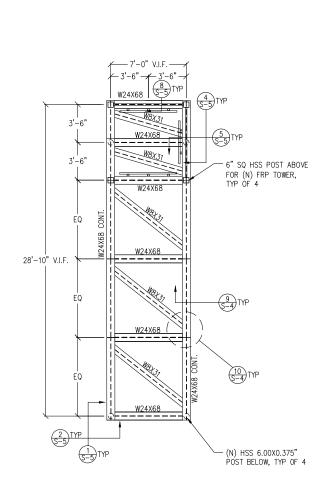
- CONTRACTOR SHALL JOINTLY GUARANTEE THE FINISHED INSTALLATION AS WEATHER TIGHT AND FREE DRAINING ON COMPLETION DIRECTLY TO THE BUILDING OWNER & TO THE WIRELESS CARRIER FOR ALL WORK SHOWN HEREIN.
- ALL WORK SHALL BE PERFORMED IN SUB-UNITS SUCH THAT CUT OPEN
 WEATHERPROOFING SYSTEMS ARE REPAIRED PERMANENTLY OR TEMPRARILY IN
 DEFENSE OF ANY INCLEMENT WEATHER AS MAY OCCUR DURING CONSTRUCTION
 OF THE PROOF OF ANY INCLEMENT WEATHER AS MAY OCCUR DURING CONSTRUCTION
 OF THE PROOF OF ANY INCLEMENT WEATHER AS MAY OCCUR DURING CONSTRUCTION
 OF THE PROOF OF T
- 3. WHEREVER PENETRATION PROPRIETARY WEATHERPROOFING SYSTEMS, THE
 CONTRACTOR SHALL EMPLOY SUBCONTRACTORS APPROVED FOR APPLICATION OF
 SAID SYSTEM AND WITH MINIMUM OF 3 YEARS EXPERIENCE WITH THE APPLICABLE
 PRODUCT(S) AND ITS(THEIR) APPLICATION (e.g. DRY-VIT, GAKO-FLEX DECKING &/OR
 ROOFING, SINGLE-PLY ROOFING SYSTEMS (VARIOUS), ECT.).
 4. CONTRACTOR IS RESPONSIBLE TO INVESTIGATE ALL WEATHERPROOFING REQUIREMENTS
- 4. CONTRACTOR IS RESPONSIBLE TO INVESTIGATE ALL WEATHERPROOFING REQUIREMENTS FOR THE WORK SHOWN HEREIN PRIOR TO SUBMITTING A BID, AND SHALL NOTIFY THE PROJECT ENGINEER OF ANY DISCREPANCIES IN DETAILS SHOWN THAT MAY RESULT IN SUBSTANDARD WEATHERPROOFING IN THE FINISHED ASSEMBLY.

WHERE APPLICABLE THE CONTRACTOR SHALL EMPLOY THE BUILDING OWNER'S ROOFING CONTRACTOR FOR ALL PATCHWORK



STEEL FRAMING PLAN - NORTH

NOTICE
THE PROPOSED STEEL BEAMS ARE TO BE USED FOR THE
SUPPORT OF THE PROPOSED FRP TOWER & EQUIPMENT
SHOWN IN THESE DRAWINGS ONLY. THE PROPOSED STEEL
FRAMING SHALL NOT BE USED TO SUPPORT ANY OTHER
EQUIPMENT OR FRAMING UNLESS SPECIFICALLY
AUTHORIZED BY THE ENGINEER OF RECORD.



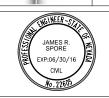
2 STEEL FRAMING PLAN - SOUTH

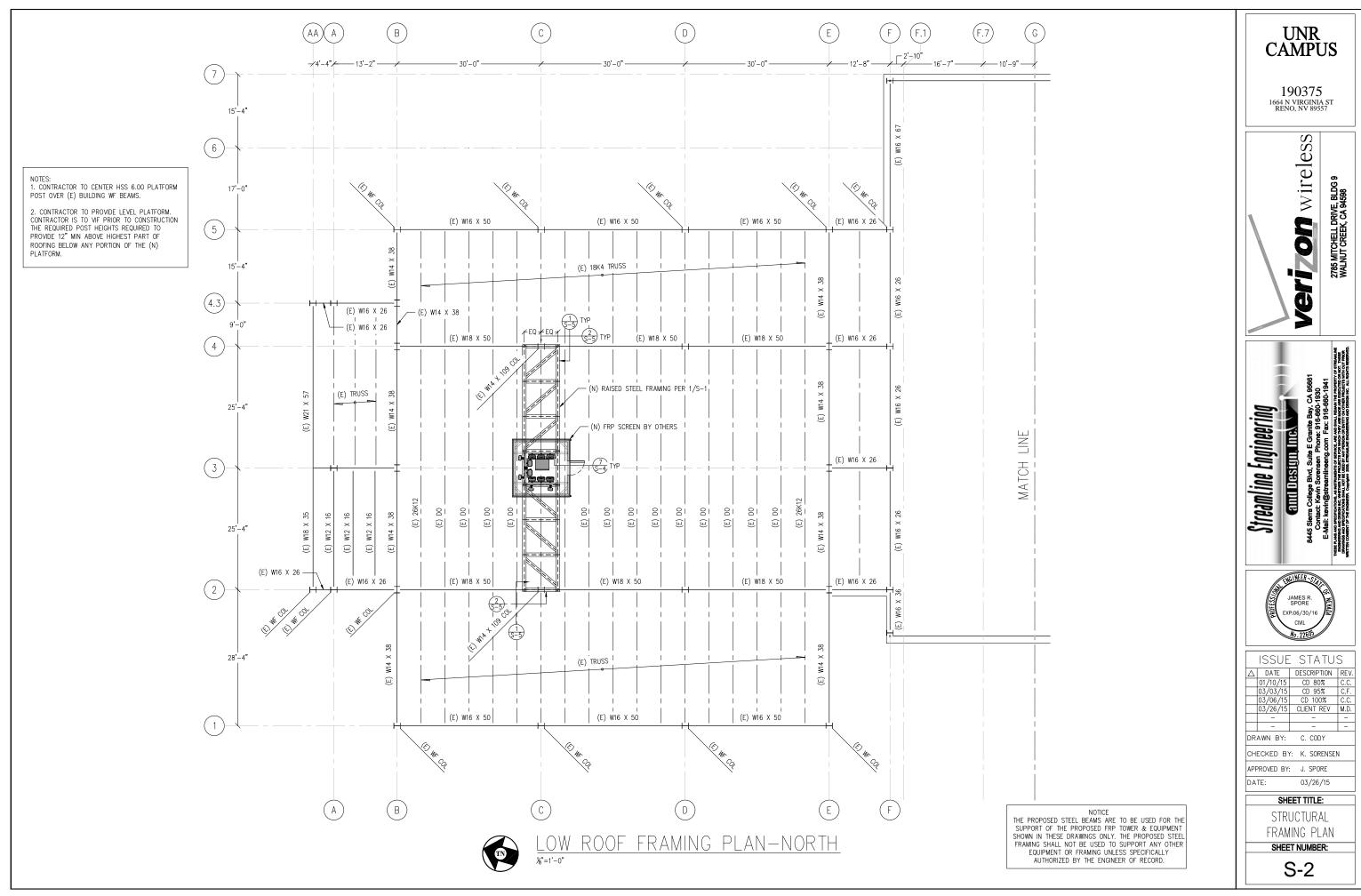
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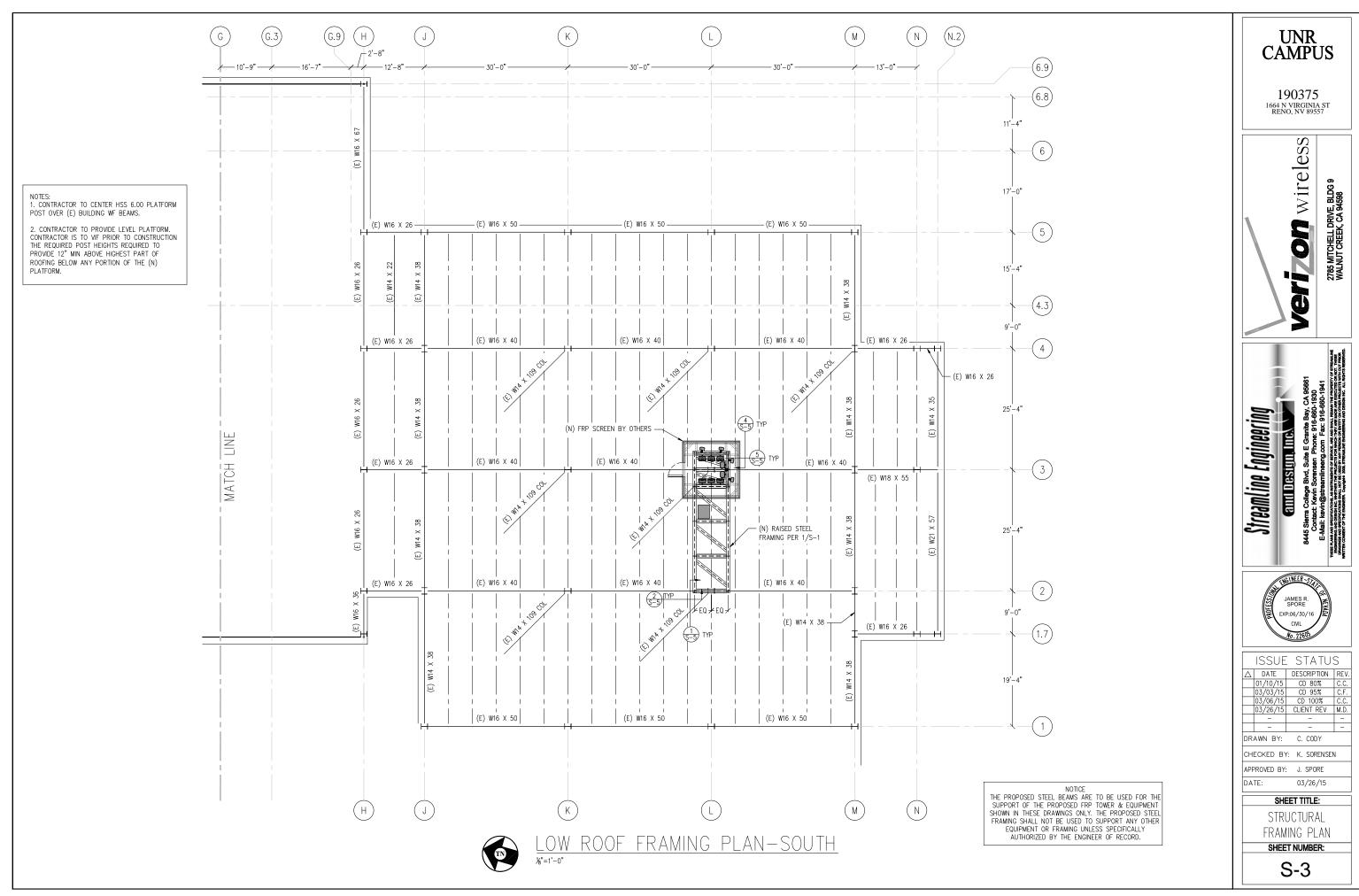
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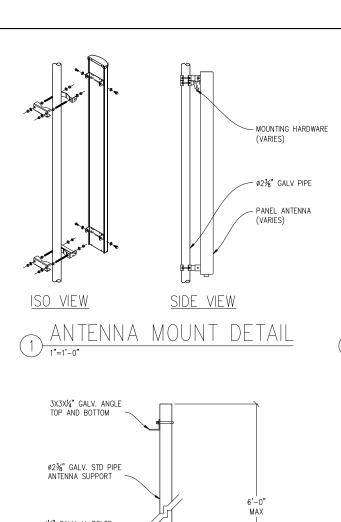


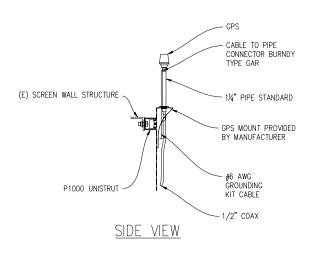


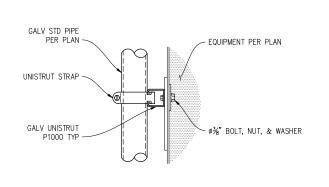


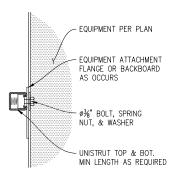


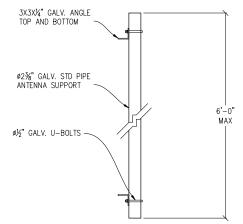


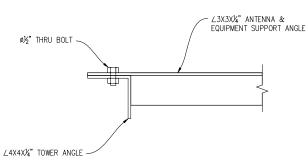


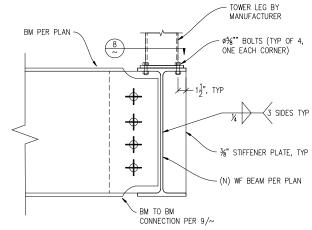


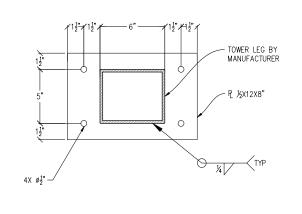




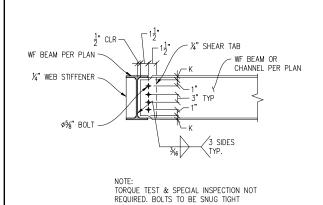


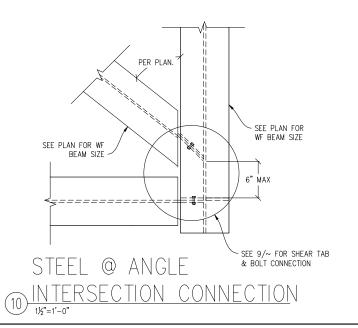


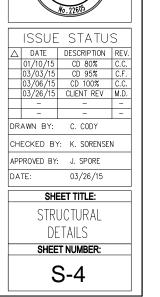




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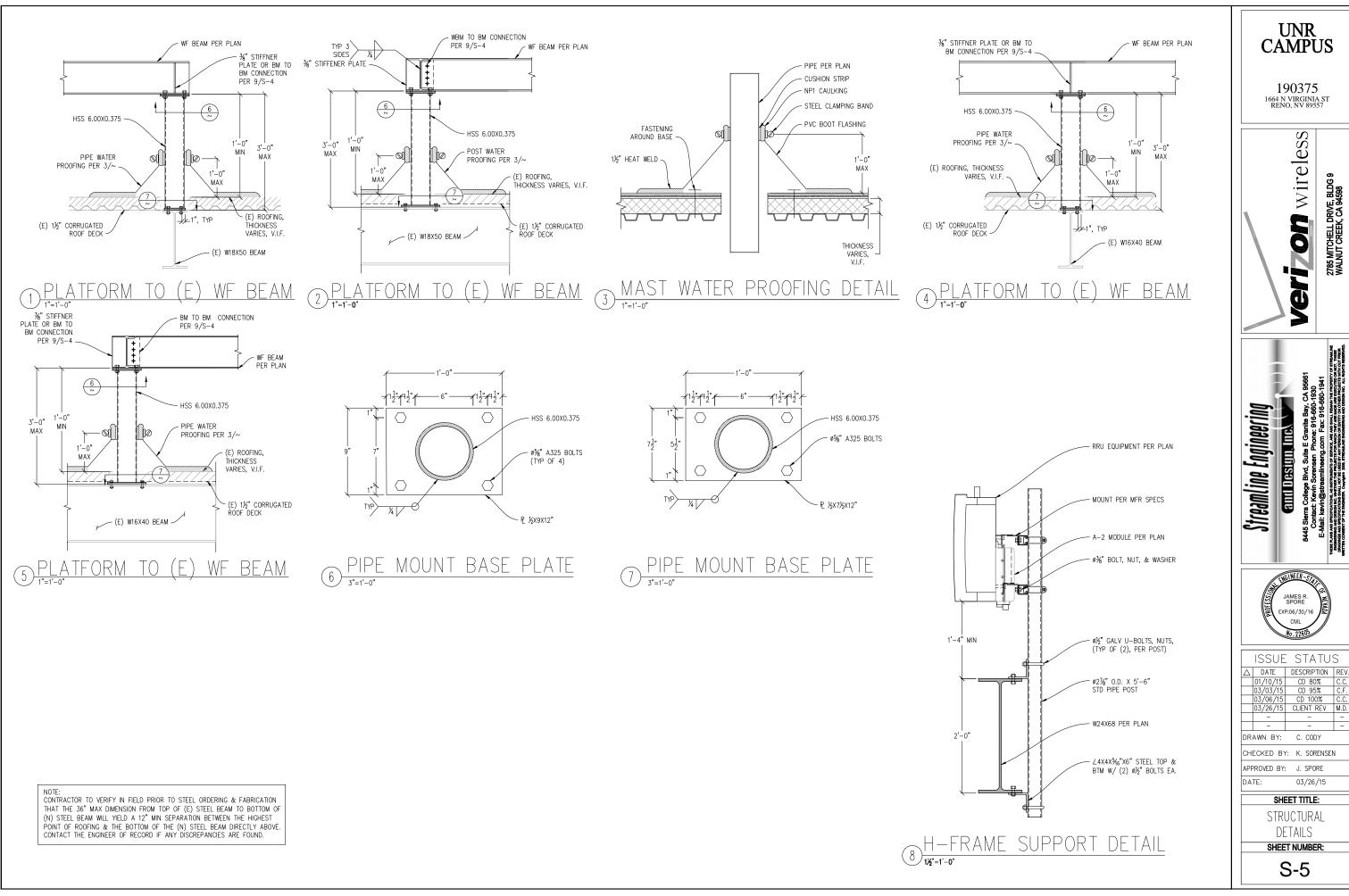
Verion wireless

Streamline Engineering

and Design, Inc.

CHCINEER-STATE JAMES R. SPORE EXP:06/30/16

2785 MITCHELL DRIVE, BLDG 9 WALNUT CREEK, CA 94598



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RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

TRAINOR FAIRBROOK Michael O. Gualco, Esquire Post Office Box 255824 Sacramento, California 95865-5824 (Site Name: UNR Campus)

(Space above this line for Recorder's use.)

MEMORANDUM OF FIRST AMENDMENT TO BUILDING AND ROOFTOP LEASE AGREEMENT

THIS MEMORANDUM OF FIRST AMENDMENT TO BUILDING AND ROOFTOP LEASE AGREEMENT is made this _____ day of ______, 201__, between The Board of Regents of the Nevada System of Higher Education, for the benefit of the University of Nevada, Reno, with a mailing address of University of Nevada, Reno, 1664 North Virginia Street, Mail Stop 243, Reno, Nevada 89503, hereinafter referred to as "LESSOR," and Sacramento-Valley Limited Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "LESSEE." LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

- 1. LESSOR and LESSEE entered into a Building and Rooftop Lease Agreement (the "Agreement") on August 8, 2011 for an initial term of five (5) years, commencing on the Commencement Date, subject to further extension pursuant to the terms of the Agreement. The Agreement was recorded on September 22, 2011 as Document No. 4043294 in the Official Records of the County Recorder of Washoe County, Nevada. LESSOR and LESSEE now enter into a First Amendment to Building and Rooftop Lease Agreement (the "Amendment"), dated ________, 201____. The Amendment provides, among other matters, that the Lease Premises is revised. The LESSOR's Property is described in Exhibit A attached hereto and made a part hereof.
- 2. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

UNR Campus 6987.000.1335744.1

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

LESSOR:	LESSEE:
The Board of Regents of the Nevada System of Higher Education, for the benefit of the University of Nevada, Reno	Sacramento-Valley Limited Partnership d/b/a Verizon Wireless By AirTouch Cellular, Its General Partner
By: Name: Title: Date:	By:

. .

EXHIBIT "A" DESCRIPTION OF PROPERTY

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF RENO, COUNTY OF WASHOE, STATE OF NEVADA, BEING A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4; AND A PORTION OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 19 NORTH, RANGE 19 EAST, M.D.B.&M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF REAL PROPERTY COMMONLY KNOWN AS THE UNIVERSITY OF NEVADA, LYING EAST OF THE EAST LINE OF NORTH VIRGINIA STREET AS IT EXISTS TODAY, NORTH OF THE NORTH LINE OF NINTH STREET AS IT EXISTS TODAY, NORTHWEST AND WEST OF THE NORTHWEST AND WEST LINE OF EVANS AVENUE AS IT EXISTS TODAY, AND SOUTH OF THE NORTH BOUNDARY LINE DESCRIBED IN A DEED RECORDED ON APRIL 13, 1966 IN BOOK 168, PAGE 348 AS DOCUMENT NO. 57839, OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL THAT PORTION OF THE SOUTHWEST CORNER OF SAID LAND AS CONVEYED TO THE CITY OF RENO IN A DEED OF DEDICATION RECORDED JUNE 13, 1979 AS DOCUMENT NO. 611216, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM LOT A AND LOTS 1 THROUGH 16, IN BLOCK J, INCLUSIVE, OF

UNIVERSITY HEIGHTS, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF WASHOE COUNTY, STATE OF NEVADA ON JULY 2, 1907, INCLUDING THAT PORTION LYING WEST OF THE WEST LOT LINE OF LOT 14 DESCRIBED ABOVE AND EAST OF THE EAST BANK OF THE ORR DITCH.

FURTHER EXCEPTING THEREFROM THAT PORTION OF REAL PROPERTY DESCRIBED IN A DEED RECORDED OCTOBER 3, 1975 IN BOOK 922, PAGE 296, AS DOCUMENT NO. 380786, OFFICIAL RECORDS.

NOTARY ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)	
COUNTY OF CONTRA COST) 'A)	
whose name is subscribed to the	e within instru y, and that by	, Notary Public, personally on the basis of satisfactory evidence to be the person ument and acknowledged to me that he executed the y his signature on the instrument the person, or the executed the instrument.
I certify under PENALTY OF foregoing paragraph is true and		under the laws of the State of California that the
WITNESS my hand and official	seal.	
Signature of Notary Public		
		Place Notary Seal Above

UNR Campus 6987.000.1335744.1

NOTARY ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of		
County of) 55.	
On	before me,	, Notary Public,
personally appeared _satisfactory evidence acknowledged to me t	to be the person(s) whose name(s) that he/she/they executed the same in s) on the instrument the person(s), or the instrument the person(s) to the instrument the person(s).	who proved to me on the basis of is/are subscribed to the within instrument and his/her/their authorized capacity(ies), and that by the entity upon behalf of which the person(s) acted.
I certify under paragraph is true and co		the State of that the foregoing
WITNESS my	hand and official seal.	
Signature	(Seal)	

UNR Campus 6987.000.1335744.1