

MASTER WIRELESS USE LICENSE AGREEMENT

BETWEEN

CLARK COUNTY

and

EXTENET SYSTEMS, LLC

THIS MASTER WIRELESS USE LICENSE AGREEMENT (“Agreement”) is made and entered into on May 17, 2022 (the “Effective Date”), by and between Clark County, a political subdivision of the State of Nevada, (“County”), and ExteNet Systems, LLC, a limited liability company duly created, organized, and existing under and by virtue of the laws of the State of Delaware previously known as: ExteNet Systems, Inc. (“Licensee”).

RECITALS

WHEREAS, the County is the owner of Municipal Facilities that are necessary in the performance of its governmental functions; and

WHEREAS, the Licensee constructs, operates and maintains telecommunications Networks for and on behalf of its wireless carrier customers in various areas within which the County has Municipal Facilities, and desires to place and maintain wireless communications facilities and equipment on or in the County’s Municipal Facilities in the Rights-of-Way of the County throughout the County’s unincorporated boundaries; and

WHEREAS, the County’s Municipal Facilities have limited capacity for access and use by others for attachments to provide communications services; and

WHEREAS, the County’s governmental functions have first priority over all other competing uses of Clark County’s Municipal Facilities; and

WHEREAS, the County is responsible for safeguarding the integrity of its Municipal Facilities, recovering the County’s costs for the use of the County’s infrastructure through collection of fees and other charges, and ensuring compliance with all applicable federal, state and local laws, rules and regulations, ordinances, standards and policies; and

WHEREAS, the Licensee wishes to utilize the County’s Municipal Facilities and public Rights-of-Way to operate its communications system; and

WHEREAS, the County is willing to permit the placement of said Licensee’s facilities and equipment on or in Clark County’s Municipal Facilities and Type 4 New Smart Poles, as defined in Chapter 5.02 of the Clark County Code, where such use will not interfere with the County’s governmental functions, or the lawful use of the County’s facilities by others, and only under the terms and restrictions imposed herein, and upon payment by the Licensee of the

consideration hereinafter set out; and

WHEREAS, the parties intend that this Agreement shall replace and supersede all previous wireless communications use agreements between the parties upon the Effective Date of this Agreement;

NOW, THEREFORE, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

TERMS AND CONDITIONS:

1. DEFINITIONS

Definitions of terms in this Master Wireless Use License Agreement shall be the same as those definitions listed in Clark County Code Chapter 5.02 and Chapter 6.12 as amended from time to time.

2. MASTER WIRELESS USE LICENSE AGREEMENT DURATION, CONDITIONS, EXTENSION

(A) This Agreement, which supersedes and replaces the Wireless Use License Agreement dated August 7, 2007 and any amendments and extensions that have been approved, shall be non-exclusive, and except as otherwise provided in an incentive agreement, shall be in force and effect from the Effective Date for a period of ten (10) years, unless it is earlier terminated by either party in accordance with the provisions herein, or is superseded by a subsequent agreement. If the Licensee notifies the County Manager twenty-four (24) months prior to the expiration of this Agreement that it wishes to renew or extend this Agreement, and the Licensee has substantially complied with the terms of the Agreement and the County Code, the Licensee and the County agree to work together on a renewal or extension of this Agreement.

(B) The Licensee shall be subject to all applicable requirements of County ordinances, rules, regulations, and specifications hereafter enacted or established provided that such ordinances are not in violation of any State or Federal law, rule, or regulation. The Agreement shall at all times comply with applicable Federal, State and local laws, rules and regulations concerning the provision of Telecommunications Services, including all applicable Federal Communications Commission and Public Utility Commission of Nevada rules, regulations, and orders that apply to the Licensee. In the event of any conflict between the provisions in Titles 5, 6 or

30 of the Clark County Code, as amended from time to time, and any provisions of this Agreement, the provisions of the Code shall control.

- (C) Except as otherwise provided by applicable law: (1) except for use and capacity of Licensee's services to its third-party customers and similar entities, which shall not be considered a sublease under Section 5.02.320 of the Clark County Code, the Licensee shall not permit use by other persons of its facilities located in County rights-of-way, including but not limited to the use by other persons who are required to obtain a business license, Master Wireless License Agreement, Franchise or Rights-of-Way License Agreement from the County for such use, unless and until the other persons obtain such licenses, agreements or franchises; and (2) the Licensee shall not permit another Master Wireless licensee to install its own facilities in, on, under, along or above the Licensee's facilities unless the other Master Wireless licensee would be in compliance with the spacing requirements in the County Code.
- (D) The Licensee shall be responsible for the maintenance and upkeep of any of the Licensee's facilities and equipment installed pursuant to this Agreement. The Licensee agrees to provide to the Department of Public Works a response as to the resolution of any complaints regarding any maintenance or upkeep issues that have been received and submitted by the Department to the Licensee.
- (E) If this Agreement is extended as provided in an Incentive Agreement, and the County terminates the Incentive Agreement, the term of this Agreement shall not expire until the end of the extended period as if the Incentive Agreement was not terminated.

3. *LICENSEE'S WORK IN COUNTY RIGHTS-OF-WAY*

The Licensee shall, in the installation, construction, operation, maintenance, reconstruction, removal, relocation or abandonment of its facilities and equipment in the County's Rights-of-Way, comply with all applicable provisions of Clark County Code Titles 5 and 6, the improvement standards adopted in Title 30, as set forth and hereafter amended, and the "Uniform Standard Specifications for Off-Site Construction, Clark County Area" (latest edition) as adopted by the County Commission.

4. *REMAIN IN PLACE FACILITIES*

Remain in Place Facilities are facilities consisting of only subterranean conduit without cable or wiring that:

- (A) The Licensee owns or may own;
- (B) Exists as of the date of this Agreement and includes those that may be established in the future;
- (C) Are located in the County rights-of-way;
- (D) Are not in service and are no longer being used; and
- (E) The Licensee intends to remain in their existing place.

The Licensee agrees that the Remain in Place Facilities are allowed to remain in place subject to all applicable laws, regulations, standards and specifications, whether federal, state or local.

The Licensee and the County agree that the Remain in Place Facilities are not abandoned under Clark County Code Chapter 5.02, and, with respect to Remain in Place Facilities only, this provision supersedes the provisions relating to abandonment even after termination or expiration of the Agreement.

Should the Licensee allow for its Remain in Place Facilities to remain in place in the County rights-of-way, and such facilities interfere with existing or future County improvement(s) or work, as solely determined by the County, the Licensee hereby consents to the removal and disposal, as solely determined by the County, of the interfering Remain in Place Facilities by the County or its contractor. The Licensee disclaims its interest in the Remain in Place Facilities and releases the County and its contractors from all claims related to the removal and disposal of the Remain in Place Facilities. This provision supersedes expiration or termination of the Agreement.

For any facilities that are not Remain in Place Facilities, as defined herein, the provisions of Clark County Code Chapter 5.02 apply.

The Licensee agrees to comply with all conditions of County-issued encroachment permits and/or County-approved plans relating to any given Remain in Place Facilities. The Licensee agrees to continue to maintain record of the Remain in Place Facilities currently mapped and/or known. From the effective date of this Agreement, the Licensee agrees to map and maintain record of all future Remain in Place Facilities. Said information shall be provided to the County in accordance with the provisions of Chapter 5.02 of the Clark County Code or as otherwise requested by the County.

5. *LICENSE PAYMENTS AND FEES*

The Licensee shall make all payments and fees assessed in accordance with Clark County Code Chapter 5.02 and Chapter 6.12, as amended from time to time. Wireless Site License Fees that have been paid prior to the Effective Date of this Agreement shall be due for renewal on those sites on July 1, 2022, at the amounts stipulated in Chapter 5.02 of the County Code. The Wireless Site License Fees for

any Site License Approvals issued as of and subsequent to the Effective Date of this Agreement shall be due at the time they are issued and paid according to and at the amounts stipulated in Chapter 5.02 of the County Code.

Licensee shall be responsible for any increase in electric fees resulting from Licensee's use of County's power as set forth in Chapter 5.02 of the Clark County Code.

6. *INCENTIVE AGREEMENTS*

The County Manager is authorized to negotiate incentive agreements with the Licensee pursuant to the applicable provisions in Clark County Code Chapter 5.02 and subject to the approval of the County Commission. The incentive agreements negotiated by the County Manager and approved by the County Commission may alter the compensation and fees contained in Clark County Code Chapters 5.02 and Chapter 6.12 and the duration of this Agreement.

An incentive agreement may be used to incentivize the development of wireless communications facilities in a manner which is in the County's public interest or in locations determined by the County, in the County's sole discretion, to be an area that is underserved or lacking dependable and consistent wireless communications services for use by the public.

An incentive agreement may also modify the wireless site license fee in conjunction with a capital contribution by the Licensee to compensate the County for acquisition of Type 5 Multicarrier Smart Poles, as defined in Chapter 5.02 of the County Code, to accommodate the Licensee's wireless communications facilities.

In the event of any conflict or inconsistency between the terms of an incentive agreement and this Agreement, the terms of the incentive agreement shall control.

7. *REVOCATION AND PENALTIES*

- (A) The County Commission shall have the right to revoke and terminate this Agreement, in addition to any other rights or remedies set forth in this Agreement or provided by law, pursuant to the provisions of Chapter 5.02 of the Clark County Code.
- (B) If the County finds that the Licensee has failed to comply with any of the conditions or obligations imposed by this Agreement or any applicable provision of the Clark County Code, the Licensee will be entitled to notice and an opportunity to cure pursuant to the provisions of Chapter 5.02 of the Clark County Code.

- (C) In addition to the grounds for revocation set forth in the applicable sections of Clark County Code Titles 5 and 6, this Agreement may be revoked if, after providing notice, a reasonable opportunity to cure of at least thirty (30) days after notice, and an opportunity to be heard, the County Commission finds that the Licensee failed to comply with the provisions of this Agreement. The Licensee shall remove all of its wireless communications facilities from the Municipal Facilities and public Rights-of-Way within sixty (60) days after the date this Agreement is revoked.

8. *TRANSFER AND ASSIGNMENTS*

The terms and conditions for transfer and assignment of Master Wireless Use License Agreements pursuant to the applicable sections of Clark County Code Chapter 5.02, as amended from time to time, shall apply to this Agreement.

9. *INDEMNIFICATION*

The Licensee shall indemnify, hold harmless, and defend the County, its officers and employees in accordance with the indemnification provisions of the applicable sections of Clark County Code Chapter 5.02.

10. *INSURANCE AND SECURITY FOR PERFORMANCE*

- (A) The Licensee shall secure, maintain and provide certification of all insurance coverages in the amounts, kinds and form required pursuant to the applicable sections of Clark County Code Chapter 5.02 prior to commencement of any work in the County's Rights-of-Way.
- (B) The Licensee shall provide to the Director of Business License security for performance pursuant to the applicable sections of Clark County Code Chapter 5.02 in the amount of Seventy-Five Thousand and 00/100 Dollars (\$75,000.00). The Licensee hereby grants the County authorization to deduct assessed penalties and late charges, if any, pursuant to Section 6 of this Agreement and the applicable sections of Clark County Code Chapters 5.02 and 6.12, from such security deposit.

11. *RIGHTS RESERVED TO COUNTY*

The County does hereby expressly reserve its rights, powers and authorities pursuant to the applicable sections of Clark County Code Titles 5 and 6, as may be amended. The County expressly reserves the right to amend this Agreement by amendment to the Clark County Code to the maximum extent permitted by law.

12. *AMENDMENTS*

Except as otherwise provided in Section 10 above, this Agreement may only be amended by written agreement between the Parties, subject to the approval of the County Commission.

13. *SEVERABILITY*

If any provision, section, paragraph, sentence, clause or phrase of this Agreement is for any reason held to be invalid or unconstitutional, in part or whole, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such invalidity or unconstitutionality shall be deemed a separate, distinct portion, and not affect the validity of the remaining portions of this Agreement. It is the intent of the Licensee in requesting this Agreement and of the County Commission in approving this Agreement that no portion or provision thereof shall become inoperative or fail by reason of any invalidity or unconstitutionality of any portion of provision, and to this end all provisions of the Agreement are declared to be severable.

14. *GIFTS*

No officer or employee of the Licensee shall offer to any officer or employee of the County, either directly or indirectly, any rebate, contribution, gift, money, service without charge, or other thing of value whatsoever, except where given for the use and benefit of the County or political campaign contributions that comply with applicable federal, state and local laws.

15. *EMERGENCY RESPONSE*

- (A) Response Time. In the event of an Emergency in which the County's Municipal Facilities that the Licensee is attached to is damaged for any reason and by any cause, the County will turn off power and make safe the pole. The Licensee shall have a technician or other designated representative at the location of the damage within eight (8) hours of the damage to assist in assessment and/or repair of the damage.
- (B) Emergency Contacts. The following are the designated Emergency Contacts for each of the parties. Either party will notify the other of an emergency as soon as the emergency is discovered. The parties agree to provide thirty (30) days prior written notification to any change to the emergency contacts listed.

Licensee:

Contact: Network Operations Center –
Telephone No.: (866) 892-5327
E-mail Address: noc@extenetsystems.com

County:

Contact: Clark County Public Works Department
Telephone No.: (702) 455-6000
E-mail address: intheworks@clarkcountynv.gov

16. NOTICE

All notices, demands, requests, consents, approvals or other communications required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given either when personally delivered, or sent by certified mail return receipt requested, or faxed with proof of transmission followed by mailing, addressed as indicated below. The Licensee shall notify the County's Director of Business License of any change of address with ten (10) working days of such occurrence. Failure to provide notification, and any resulting delay in receipt of notice, shall not excuse the Licensee from any obligation imposed by the Agreement, nor shall it serve as cause for reduction or removal of any restriction or penalty imposed by the County.

If to the Licensee:

ExteNet Systems, LLC
3030 Warrenville Rd., Ste 340
Lisle, IL 60532
Attention: Chief Financial Officer

With a copy to (same address):
Attention: General Counsel

And a copy e-mailed to: NOTICE@extenetsystems.com

If to the County:

Director of Business License Clark County
500 S. Grand Central Pkwy., 3rd Floor
PO Box 551810
Las Vegas, NV 89155-1810

17. PUBLIC PURPOSE

All the regulations provided in this Agreement are hereby declared to be for a public purpose and the health, safety and welfare of the general public. Any member of the governing body of County official or employee charged with the enforcement of this Agreement, acting for the County in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of said duties. Neither the County nor the Licensee by accepting this Agreement waives its rights to seek all appropriate legal and equitable remedies as allowed by law upon violation of the terms of this Agreement, including seeking injunctive relief in a court of competent jurisdiction.

18. RELOCATION OF FACILITIES

- (A) REMOVAL AND RELOCATION. The Licensee will be responsible for the cost of removal or relocation of its facilities or equipment in Rights-of-Way in accordance with applicable provisions of Chapters 5.02 and 6.12 and Title 30 of the Clark County Code.
- (B) PRIOR RIGHTS; COST FOR RELOCATION. Notwithstanding any other provision of this Agreement, if the County requires the Licensee to relocate any of its facilities or equipment located in the Rights-of-Way in which the Licensee has demonstrated in accordance with this Subsection B that it had a valid easement prior to the time such location was dedicated to or otherwise received or acquired by the County, the County shall be responsible for the Licensee's actual costs of relocating such Facilities pursuant to this Subsection B, including the cost of obtaining a new equivalent Easement for the Licensee if the County determines that no space is available in the Rights-of-Way for the Licensee's Facilities. The County will not be responsible for the relocation costs if the Facilities were not installed in conformance with the applicable statutes, ordinances and codes in effect at the time of the Facilities' original construction. All other provisions of this Section shall apply to the Licensee's work in performing the relocation of any Facilities covered by this Section.

19. APPLICABLE LAW

This Agreement is governed by and construed and enforced in accordance with the laws of Clark County, the State of Nevada, and any applicable federal laws.

20. ENTIRE AGREEMENT

The preparation, execution, and delivery of this Agreement by the Parties have been induced by no representations, statements, warranties or other agreements other than those expressed herein or set forth in all applicable provisions of Clark County Code Titles 5, 6, and 30, as amended from time to time. This Agreement embodies the entire understanding of the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Agreement unless such agreements or understandings are expressly referred to and incorporated therein.

21. COUNTERPARTS

This Agreement may be executed on one or more counterparts, each of which shall be regarded as an original and all of which shall constitute the same Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be legally executed in duplicate this 17th day of May, 2022.

CLARK COUNTY BOARD OF COMMISSIONERS

By: _____
JAMES B. GIBSON, Chair

ATTEST:

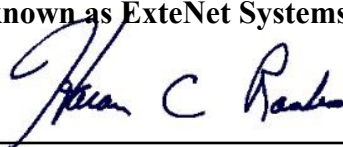
LYNN MARIE GOYA, Clerk

APPROVED AS TO FORM
DISTRICT ATTORNEY'S OFFICE



BY: JEFFREY ROGAN
Deputy District Attorney

EXTENET SYSTEMS, LLC,
A Delaware limited liability company,
Previously known as ExteNet Systems, Inc.

By: 

Name: Haran C. Rashes
Title: Assistant General Counsel