

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b> <span style="float: right;">0</span>						
<b>Corporate/Business Entity Name:</b> CCTMO LLC						
<i>(Include d.b.a., if applicable)</i>						
<b>Street Address:</b> c/o Crown Castle USA Inc., 2000 Corporate Drive			<b>Website:</b> <a href="http://crowncastle.com/">http://crowncastle.com/</a>			
<b>City, State and Zip Code:</b> Canonsburg, PA 15317			<b>POC Name:</b> Ariana Griffin <b>Email:</b> Ariana.griffin@CrownCastle.com			
<b>Telephone No:</b> 866-482-8890			<b>Fax No:</b>			
<b>Nevada Local Street Address:</b> N/A			<b>Website:</b> <a href="http://www.crowncastle.com/">http://www.crowncastle.com/</a>			
<i>(If different from above)</i>						
<b>City, State and Zip Code:</b>			<b>Local Fax No:</b>			
<b>Local Telephone No:</b>			<b>Local POC Name:</b>			
			<b>Email:</b>			

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Crown Castle International Corp.	Owner	100%

**This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?**  Yes  No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
 Yes  No *(If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)*
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
 Yes  No *(If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)*

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature:   
 Title: Sr. REA Transaction Manager

Print Name: \_\_\_\_\_  
 Date: 5/20/19

**SITE LEASE AGREEMENT  
FOR WIRELESS COMMUNICATIONS FACILITY**

This Site Lease Agreement ("Lease") is made as of the Effective Date (defined below) by and between Clark County, Nevada, a political subdivision of the State of Nevada ("County"), and NCWPCS MPL 32 – Year Sites Tower Holdings LLC, a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its attorney in fact ("Lessee"), collectively known as the "Parties".

WITNESSETH:

WHEREAS, County is the owner of the parcel of real property in Las Vegas, Nevada, known as Assessor's Parcel Number 177-15-401-002 ("County Property"), a portion of which is more specifically described as a ±988 square foot area shown in Exhibits "A" and "B," attached hereto and incorporated herein by reference ("Site"); and

WHEREAS, pursuant to the Prior Lease (defined below in subsection 33.13), Lessee's predecessor leased the Site from County, and Lessee or its predecessor installed a 20' x 47' Equipment Enclosure, and 90' Monopine radio tower, radio communication facilities, underground utility lines for electric power for Lessee's internal use and communications as shown in Exhibits "A" and "B," and along with other facilities and improvements to be installed on the Site in the future, are referred to herein as the "Communications Facility"; and

WHEREAS, Lessee desires to continue leasing the Site from County for the operation, maintenance, repair and removal of the Communications Facility; and

WHEREAS, the Communications Facility will not interfere with the existing public use of the County Property; and

WHEREAS, Lessee agrees to continue to allow Sprint PCS or its successor-in-interest to collocate its equipment on Lessee's mounting tower and County has provided Sprint PCS a site for its BTS to support its equipment for the purposes of providing telecommunication services; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. DEFINITIONS:

As used in this Lease the following words or phrases, or those words or phrases set aside in quotation marks elsewhere in this Lease, when capitalized, have the meaning as described to them. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and vice versa, the masculine gender includes the feminine gender. The words "shall," "must" and "will" are mandatory, and "may" is permissive:

- 1.1 "Backhaul Network" means the physical network that connects communications cells to a central switching point or the public switch telephone network.
- 1.2 "Director" means the Director of the Clark County Department of Real Property Management or the Director's designee.
- 1.3 "Hazardous Materials" means any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local Environmental Law, regulation or rule presently

in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Hazardous Materials does not include sealed and contained backup batteries used by Lessee in the operation of its Facilities. The term "Environmental Law" shall mean all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

- 1.4 "Communications Facility" means the improvements installed pursuant to the Prior Lease, including a 988 square foot Equipment Enclosure, and a 90' Monopole radio tower, and certain radio communication facilities and underground utility lines for electric power for Lessee's internal use and communications, as shown in Exhibits "A" and "B" hereto.
- 1.5 "Site" means the ±988 square foot area shown in Exhibits "A" and "B" hereto upon which the Communications Facility is located.

## 2. LEASE SITE:

- 2.1 Upon the date of approval of this Lease by the Board of County Commissioners ("Effective Date"), County hereby leases to Lessee and Lessee hereby leases from County, for the amount and in accordance with the terms and conditions agreed to herein, the Site described in Exhibits "A" and "B" hereto.
- 2.2 Subject to the provisions of Section 11, County shall have the right to seek participation by other wireless telecommunications providers ("Other Provider(s)") to collocate a portion of such Other Providers' wireless communications systems on unoccupied space on the mounting tower portion of the Communications Facility so long as such use by the Other Providers does not materially interfere with Lessee's use of the Communications Facility. The wireless communications system requirements of such Other Providers shall be mutually agreed to in writing by the Parties, which agreement shall not be unreasonably withheld or delayed.

## 3. TERM:

- 3.1 The Lease term shall commence on the Effective Date and, unless extended or terminated as provided herein, expire five (5) years thereafter ("Expiration Date").
- 3.2 Lessee shall have the right to extend the term of this Lease for three (3) additional periods of five (5) years each by giving County written notice of its intention to do so at least ninety (90) days prior to the end of the current term conditioned on Lessee's full compliance with the terms and conditions of this Lease.

## 4. FEES and RENTAL PAYMENTS:

- 4.1 The annual rent shall be Thirty Thousand Nine Hundred and 00/100 Dollars (\$30,900.00) for the first year of the initial term of this Lease and shall be paid within thirty (30) days of full execution of this Lease. Each annual rent payment thereafter shall be due on or before the anniversary of the Effective Date. Any changes by Lessee to the Site that require additional County land, for equipment, antennas or associated materials not otherwise identified in Exhibits "A" or "B" shall be subject to approval by County in its sole discretion, and shall require an increase in annual rent and amendment of this Lease upon approval by the Parties, including the Board of County Commissioners.

- 4.2 Annual rental paid in advance by Lessee, as a holdover tenant, under the Prior Lease for any period of the initial term shall be prorated and credited toward the annual rent due for the initial term within thirty (30) days of the Effective Date.
- 4.3 Lessee shall pay County, in addition to any payment due, a late payment charge equal to five percent (5%) per month of any payment required by this Lease which is not paid when due.
- 4.4 The annual rent set forth in Subsection 4.1 will be escalated annually beginning on the first anniversary of the Effective Date and each subsequent anniversary during the initial term and any extended term. On each such anniversary date, the annual rent shall be increased by three percent (3%) over the amount payable during the previous year.
- 4.5 All of Lessee's payments to County shall be made payable to the Clark County Treasurer and mailed or delivered to the Clark County Department of Real Property Management as provided below in Section 20.

5. ACCESS:

- 5.1 County hereby grants to Lessee the right of ingress and egress over the County Property for access to the Site as long as such ingress and egress does not damage or unreasonably disrupt the County Property and does not unreasonably interfere with use of the County Property by the County or its invitees and does not include ingress and egress over or across the ball fields. Lessee shall be responsible for any and all damage or disruption to the County Property and shall promptly repair any such damage and restore the County Property to its original condition or better, to the sole satisfaction of the County. If Lessee fails to repair the County Property promptly upon notice by the County, the County shall have the right, but not the obligation, to make such repairs and Lessee shall pay for any and all costs and expenses incurred by the County within thirty (30) days of receiving the invoice.
- 5.2 Lessee shall provide County with a key or combination to any of Lessee's locks on gates, doors, fences or barriers surrounding the Site. Should County, in the course of providing Lessee access to the Site, issue Lessee keys to any of County's locks on or surrounding the Site, Lessee agrees to pay a reasonable deposit fee to County for each key provided by County, and/or pay to County reasonable costs for rekeying, replacing and/or modifying County's locks on or surrounding the Site when solely required due to Lessee's use of the Site.

6. USE OF SITE:

- 6.1 Lessee shall use the Site solely for the purpose of operating, maintaining, repairing, improving and removing the Communications Facility. Before commencing any work on the existing Communications Facility (installed pursuant to the Prior Lease), excluding standard maintenance or repair, Lessee shall submit detailed construction plans to the Director for approval no later than three (3) weeks prior to commencement of work by Lessee. The Director shall, within ten (10) business days (otherwise deemed approved) after receipt of such plans, approve, deny, or request changes to the plans, in the Director's sole discretion. Prior to commencement of work, Lessee shall provide County with evidence of all necessary permits and approvals required by any entity. Notwithstanding the foregoing, Lessee shall not be required to obtain County's prior approval for any replacements of existing equipment with like kind replacements or for improvements or alterations wholly contained in Lessee's equipment shelter. Lessee shall leave the Site and the area surrounding the Site in its original condition once construction, or any maintenance, repair or removal of the Communications Facility has been completed, reasonable wear and tear excepted. In the event Lessee fails

to leave the Site and area surrounding the Site in its original condition following construction, maintenance, repair or removal of the Communications Facility, reasonable wear and tear excepted, Lessee agrees to pay for the repairs performed by the County or its contractor within thirty (30) days of receipt of the County's invoice. Lessee shall provide notice to the Director within five (5) business days of completion of any construction requiring Director's approval and final removal of the Communications Facility to schedule a final walk-thru of the Site.

- 6.2 Prior to the Effective Date, Lessee shall provide County with evidence of any business license required by County for Lessee to offer its wireless communications services in Clark County.
- 6.3 Lessee shall remove any mechanic's or materialman's lien placed on the Site as a result of Lessee's use of the Site within thirty (30) days and Lessee is solely responsible for all costs associated with any design and construction of the Communications Facility, including but not limited to fees for permits, appraisals, or any other necessary costs. Lessee shall hold County harmless and indemnify County from any and all liens and claims for costs of supplying labor, material or service in the performance of any work on the Communications Facility performed or requested by Lessee.
- 6.4 It is understood and agreed that Lessee's ability to use the Site for the purposes specified herein is contingent upon its obtaining all of the legally required permits and approvals. Should any of Lessee's applications or permits or approvals be finally rejected, denied, or otherwise withdrawn or terminated by governmental authority so that Lessee is unable to use the Site for its intended purpose, Lessee shall have the right to terminate this Lease at its sole discretion, and shall restore the Site to its original condition on the Commencement Date (as defined in the Prior Lease), less wear and tear and casualty. Such termination shall work a forfeiture of the sums theretofore paid by Lessee and of the Lease granted hereunder. Notice from Lessee shall be given in accordance with the regular notice procedures as hereinafter set forth. In no event shall Lessee use the Site for purposes other than as provided in this Section 6.

7. GOVERNMENTAL APPROVALS AND COMPLIANCE:

- 7.1 During the Term of this Lease, Lessee shall comply with all applicable laws and patents affecting the Site. Lessee shall not commit or suffer to be committed any waste or nuisance on the Site. Lessee shall obtain and maintain any and all necessary governmental licenses and authorizations required for the maintenance, operation and removal of the Communications Facility on the Site and shall comply with government regulations applicable to its operations, including but not limited to those of the Federal Aviation Administration ("FAA") and Federal Communications Commission ("FCC"), or any successors thereto, and shall furnish copies of same to County as same are issued. If requested by Lessee, the County will reasonably cooperate in executing, at Lessee's sole cost and expense, all documents required by any governmental authority in connection with the foregoing.

8. INTERFERENCE & EXCESSIVE EMISSIONS:

- 8.1 Lessee shall not use the Site in any way that interferes with the use of the Site or surrounding property by County (specifically including, but not limited to, the effect of transmitter intermodulation, receiver intermodulation, or spurious radiation on County's communications equipment existing on the Effective Date of this Lease), or by any of County's other existing lessees or licensees with rights in the surrounding property prior in time to Lessee's rights (subject to Lessee's rights under this Lease and the Prior Lease). County shall not allow to be installed on the surrounding property of the Site any permanent or temporary radio transmitter and/or receiver installation not existing and/or approved for installation on the

Effective Date of this Lease without providing all existing lessees, including Lessee, the opportunity to review proposals for such installations. Subject to the provisions in subsection 11.2 herein, the County shall have the right to install and operate equipment on or near the Site for the public good without interference from the Communications Facility. A public good shall include, without limitation, such items as an emergency alert system or public employee communication system. Should County's other lessees, tenants, Other Providers or licensees use any portion of the property surrounding the Site in any way that interferes with the operation of the Communications Facility, the Parties acknowledge that Lessee shall have the right to enforce County's rights under this provision as against any interfering party, or terminate this Lease immediately upon written notice. Lessee agrees to allow County to install and maintain emergency alert system and/or public employee communication system equipment on the Monopole at the height approved by Lessee. County shall notify Lessee of its desire to install its equipment and Lessee shall manage such installation. All costs associated with installation, maintenance and decommissioning of County's equipment will be at the sole cost and expense of the County. County agrees to cooperate with Lessee during such installation. Prior to installing any such equipment, County shall provide notice and plans to Lessee for its engineering approval. Lessee may require County to enter into a sublease agreement at no cost to County containing the normal and customary terms for such equipment.

- 8.2 Lessee shall follow all industry standards and employ isolators, circulators, resident cavities and other devices to reduce interference by all commercially reasonable. The Communications Facility installed on the Site by Lessee shall not interfere with any prior existing telecommunications equipment, or any preexisting computer network, cable television or personal communications systems of the County, its other lessees, franchisees or tenants, or radio frequencies utilized by the aviation industry or emergency alert systems. After Lessee has received written notice from County, and has had thirty (30) days to cure the problem after receipt of notice, the County shall have the right to engage, at Lessee's expense, independent testing companies to perform reasonable and appropriate testing to determine if the operation of the Communications Facility causes any excessive radio-frequency energy emissions or unreasonable interference with any County telecommunications operation. The County and its agents shall have the right during the Term of the Lease to examine Lessee's transmitter equipment and Communications Facility in order to detect any potentially excessive radio-frequency energy emissions or interference with the County's or its other lessees' or licensees' telecommunications uses, provided that Lessee shall be given reasonable notice to have a representative present during such examinations.
- 8.3 Lessee shall, within five (5) business days of notification by County of unreasonable radio-frequency energy emissions caused by the Communications Facility as determined pursuant to industry standards, take all actions necessary to eliminate such excessive emissions or unreasonable interference in accordance with industry standards.
- 8.3.1 If any such unreasonable interference or emission causes a potential public safety or health hazard, and Lessee does not commence to expeditiously correct such unreasonable interference or emission within five (5) business days of notification, Lessee shall be required and hereby agrees to discontinue operating such equipment, except for intermittent testing, until such equipment can be operated without excessive unreasonable interference or emission or replaced with alternative equipment that does not cause interference or emissions.
- 8.3.2 If Lessee fails to discontinue operating said equipment within five (5) business days following receipt of notification by the County, Lessee may be required to pay County liquidated damages in an amount of Two Hundred Fifty Dollars (\$250) for each day

faulty equipment is not discontinued or replaced. Such damages shall not be a substitute for actual performance by Lessee, but shall be in addition to any such actual performance. The Director may waive or reduce the liquidated damage amount herein for good cause. County reserves the right to immediately disconnect any such facilities that are determined to have excessive radio-frequency energy emissions with notice to Lessee along with supporting documentation of such excessive emissions.

9. MAINTENANCE:

- 9.1 Lessee shall maintain the Site and the Communications Facility in good condition and state of repair in compliance with all government regulations, excluding the equipment of Other Providers on the Facilities pursuant to separate agreements with County pursuant to subsection 2.2 above and 11.3 below, including without limitation all applicable FCC and FAA rules and regulations. Other Providers shall be held responsible for any damages they may cause to the Communications Facility beyond normal wear and tear. Other Providers shall be permitted to enter onto the Site to maintain their own equipment and facilities on the Site pursuant to their separate agreements with Lessee.
- 9.2 County shall maintain the County Property surrounding the Site in good condition and state of repair to avoid interference with Lessee's use of the Site.
- 9.3 Lessee agrees to repair any County real or personal property damaged during the operation, maintenance, repair or removal of the Communications Facility within ten (10) days of receipt of written notice by County. If Lessee fails to make such repairs within ten (10) days of receipt of written notice by County, County may undertake such repairs and Lessee agrees to pay for such repairs within thirty (30) days of receipt of County invoice.

10. GRAFFITI:

- 10.1 If Lessee fails to cure any graffiti on the Communications Facilities after thirty (30) days of receipt of prior notice by County, County may enter the Site and undertake any activities necessary to abate or remove graffiti located on Lessee's Communications Facility, and Lessee shall reimburse County for all reasonable out of pocket costs incurred by County in connection with such abatement or removal within thirty (30) days of receipt of County invoice.

11. ASSIGNMENT AND SUBLEASING:

- 11.1 Upon prior written notice to County, Lessee may assign or transfer this Lease and the interests granted hereunder to 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 FCC in which the County Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Lease may not be sold, assigned or transferred without the written consent of County, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Lessee shall constitute an assignment hereunder. This Lease shall be binding upon and inure to the benefit of the Parties, their respective successors, personal representatives and assigns.
- 11.2 Lessee shall not sublease the Site or Facilities thereon, or any portion thereof, without prior written consent of the Director, which consent shall not be unreasonably withheld, conditioned, or delayed. Lessee shall require any Other Provider or third-party sublessee to whom it leases any of its facilities or the Site pursuant to this Section 11 to indemnify and hold the County harmless in the same manner required of Lessee in Section 15 hereof and to

assume the obligations in Section 6 of this Lease. In no event shall Lessee be excused from its performance or obligations with respect to this Lease. County shall have the right to install its own wireless communications system or emergency alert system (police or fire services only) on any unoccupied or non-dedicated space on the Communications Facility, as approved by Lessee, which approval shall not be unreasonably withheld or denied. The Parties acknowledge and agree that any use of the Communications Facility by any Other Provider or third party other than one providing emergency services (police or fire services only) shall be subject to rent and/or other fees.

11.3 The County shall have the right to seek participation by Other Providers to collocate their facilities only on unoccupied space on the mounting tower portion of the Communications Facility, pursuant to Subsection 2.2 herein. In the event such Other Provider is identified, Lessee hereby agrees to enter into good-faith negotiations to sublease to such Other Provider a portion of unoccupied space on Lessee's mounting tower only, and County shall have the right to enter into a separate lease with such Other Provider for a BTS ground site located on County property near or abutting the Site. Lessee may redact proprietary language from the sublease(s) if necessary; however, County shall be provided an unredacted sublease if County determines, at its sole discretion, said information is needed by the County.

11.4 In the event Director consents to a request by Lessee to sublease to Other Providers and any other current and future Sublessee all or part of the Communications Facility or the Site, excluding the anchor tenant AT&T, including BTS (Base Transceiver station) and mounting tower, but with no additional County property or space required beyond the Site described herein, Lessee shall pay County, in addition to all other rent due herein, fifty percent (50%) of the rental fee due to Lessee from the Other Provider and any other current and future Sublessee(s). Lessee may redact proprietary language from the sublease(s) if necessary; however, County shall be provided an unredacted sublease if County determines, at its sole discretion, said information is needed by the County.

12. SITE OPERATING EXPENSES:

12.1 Lessee shall cause to be installed and pay the costs of its own water, electrical and gas meters at the Site and fully and promptly pay the utility provider for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Site and used by Lessee throughout the Term hereof, and for all other costs and expenses of every kind whatsoever in connection with the construction, operation, and maintenance of the Site and all activities conducted thereon.

13. TAXES:

13.1 Lessee shall pay all real and personal property taxes (or payments in lieu of taxes) assessed in connection with the Communications Facility, or any portion thereof.

14. INSURANCE:

14.1 Securing and maintaining all insurance coverages for the minimum limits required herein is a condition of this Lease, and Lessee shall not commence work at the Site or provide its services to subscribers within the County until all insurance requirements have been met.

14.2 All primary and excess insurance obtained for meeting the requirements of this Section must be provided in compliance with Nevada Revised Statutes, Title 57, and any commercial insurance carrier providing any required coverage must have an A.M. Best rating of A-VII or higher; and:

14.2.1 Lessee shall provide a certificate of insurance and additional insured endorsement naming Clark County, Nevada, as an additional insured on the general and automobile liability insurance coverage. Upon receipt of notice from its insurer, Lessee shall provide County with thirty (30) days prior written notice of cancellation (except for nonpayment of premium) or within two (2) business days of receipt where applicable in the event that Lessee does not receive notice from its insurer early enough to provide thirty (30) days prior written notice to County; and

14.2.2 Lessee shall be solely responsible for payment of all premiums for insurance policies required herein.

14.3 Within fifteen (15) days after the Effective Date, Lessee shall provide proof of insurance to the Director, and maintain in full force and effect through the term of this Lease the following insurance coverages, insuring against all damages arising out of or resulting from the installation, construction, operation, maintenance and removal of the Communications Facility:

14.3.1 General liability insurance, with minimum limits of Two Million Dollars (\$2,000,000) per occurrence, which includes coverage for products, completed operations, contractual liability meeting the indemnification obligations herein, independent contractor hazard, third party property damage, including but not limited to coverage for explosion, collapse and underground hazard.

14.3.2 Automobile liability insurance, with a minimum combined single limit per occurrence of Two Million Dollars (\$2,000,000), and which includes coverage for non-owned and hired automobile liability. Automobile liability insurance may be included as part of general liability insurance.

14.3.3 Workers' compensation insurance in accordance with Nevada Revised Statutes, chapters 616A, 616B, 616C, 616D and 617.

14.4 The minimum limits may be provided for through a single primary insurance policy providing such coverage or through addition of an umbrella liability policy written in excess of the general liability and automobile liability policies.

14.5 If insurance coverage is obtained on a claims-made form, Lessee shall provide proof of coverage for "prior acts" and proof of coverage for claims reported within two (2) years of any occurrence.

## 15. INDEMNIFICATION:

15.1 To the maximum extent permitted by Nevada law, Lessee shall indemnify, save harmless, and defend the County, its officers and employees, individually and collectively (the "County Parties"), from all damages, fines, liens, suits, claims, demands, actions, reasonable costs of investigation and litigation, reasonable attorneys' fees and expenses, reasonable consultants' fees and expenses, and reasonable expert witnesses' fees and expenses, judgments or liability of any kind arising out of or in any way connected with the installation, construction, operations, maintenance, repair, or removal of the Communications Facility by Lessee. Lessee is not required to indemnify or hold harmless the County, its officers and employees as provided herein, from any damages, fines, liens, suits, claims, demands, actions, reasonable costs of investigation and litigation, reasonable attorneys' fees and expenses, reasonable consultants' fees and expenses, and reasonable expert witnesses' fees and expenses, judgments or liability of any kind caused by, resulting from or arising out of the

negligence or intentional actions of one or more officers, employees, or contractors of the County.

15.2 The amounts and types of required insurance coverage, as set forth in Section 14 herein, shall in no way be construed as limiting the scope of indemnity set forth in this Section 15.

16. HAZARDOUS MATERIALS:

16.1 County and Lessee each agree that they will not use, generate, store or dispose of any Hazardous Material (defined below) on, under, about or within the County Property in violation of any law or regulation. Lessee agrees to defend and indemnify the County against any and all losses, liabilities, claims and/or costs (including, but not limited to, reasonable attorneys' fees and costs) arising from any breach of this Section, except to the extent arising from the County's negligence or willful misconduct. "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

17. PERFORMANCE AND SURRENDER:

17.1 Lessee shall pay the rent pursuant to Section 4 herein, and all other sums required to be paid by Lessee herein, in the amounts, at the time, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed and, within sixty (60) days after the expiration or earlier termination of this Lease, surrender to County the Site subject to the other provisions of this Lease.

17.2 Within sixty (60) days after expiration or termination of this Lease, Lessee shall, to the extent reasonable and unless otherwise agreed to in writing by the Parties, remove the Communications Facility to a depth of three (3) feet and restore the Site to its original condition on the Commencement Date (as defined in the Prior Lease), including but not limited to foundations, footings, concrete, paving, gravel, vegetation and utilities and other improvements of a permanent nature, except for ordinary wear and tear and damages by the elements or damages over which Lessee had no control or buildings built specifically for use by the County that would be currently utilized. Any Communications Facility that is not removed due to being in excess of three feet must be capped or otherwise adequately addressed pursuant to any and all regulations, ordinances, laws and/or standards.

18. TERMINATION:

18.1 Termination By County. County shall have the right to terminate this Lease prior to the Expiration Date upon the occurrence of any of the following events:

18.1.1 If an event of default by Lessee occurs, and if County has provided written notice to Lessee, and if Lessee has not corrected such default within thirty (30) days after receipt of written notice from County, 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 after receipt of written notice and thereafter continuously and diligently pursues the cure to completion. An event of default by Lessee shall occur if Lessee: (i) fails to pay any rent or other monies due herein on the due date; (ii) fails to fulfill any obligation or condition of this Lease; (iii) transfers or assigns this Lease or control of this Lease contrary to the provisions of Subsections 11.1 and 11.2 of this Lease; or (iv) is deemed insolvent, makes an assignment in bankruptcy, or fails to secure dismissal of an involuntary bankruptcy or petition within a reasonable time. If Lessee shall at any time during the Term of this Lease be or

become insolvent, voluntarily or involuntarily, or if Lessee shall compound Lessee's debts or if any sheriff, marshal, constable, or any other officer takes possession of the Site by virtue of any execution or attachment, or if any receiver or trustee is appointed for Lessee's property, or in the event Lessee shall be adjudged a bankrupt, or files a petition under any chapter of the Bankruptcy Act, then in such event, this Lease shall be terminated at the option of County, effective the day prior to any such action for filing.

18.2 Termination By Lessee. Lessee shall have the right to terminate this Lease prior to Expiration Date by written notice to County upon the occurrence of any of the following events:

18.2.1 If County defaults in observing any covenant or terms hereof and fails to correct such default or commence correction of such default within thirty (30) days after receipt of written notice from Lessee.

18.2.2 If approval of any agency, board, court or other governmental authority (or approval from any other party or parties) necessary to construct, maintain or operate its Communications Facility, or any other governmental approval (or approval necessary from any other party or parties), cannot reasonably be obtained, or if Lessee reasonably determines the expense of obtaining such approval is not cost effective.

18.2.3 At any time if Lessee's license is revoked, materially amended or suspended, or if Lessee is unable to obtain, maintain or otherwise forfeits or cancels any license, permit or governmental approval necessary for the operation and maintenance of the Communications Facility.

18.2.4 On thirty (30) days prior written notice, if Lessee determines that the Site is not appropriate for its operation for economic, environmental or technological reasons, including without limitation, signal strength, coverage or interference.

18.3 Upon expiration or termination of this Lease, unless otherwise agreed to in writing by the Parties, Lessee shall be obligated to remove its improvements as provided herein and restore the Site to its original condition. Any rental fees paid prior to termination shall be retained by County.

## 19. RELOCATION OR REMOVAL:

19.1 Subject to the other provisions of this Lease, in the event there is a public need to redevelop, modify, remodel, or in any way alter the property on which the Site is located ("Redevelopment"), County shall in good faith use reasonable efforts to fully accommodate Lessee's continued use of the Site. Should any proposed Redevelopment necessitate the relocation of, or alterations to, the Communications Facility, Lessee shall relocate or make the necessary alterations, at Lessee's sole cost, expense and risk. County shall provide Lessee no more than a twelve (12) month relocation period from the date of written notification to Lessee of County's proposed Redevelopment. During such relocation or alteration period, Lessee's use at the Site shall not be interrupted or diminished and Lessee shall be allowed if necessary, in Lessee's reasonable determination, to place a temporary installation on the County Property during any such relocation or alteration period. This Lease shall terminate at the end of the twelve (12) month relocation period.

19.2 Within sixty (60) days of the termination or expiration of this Lease, Lessee shall remove its Communications Facility from the Site and restore the Site to its original condition, less reasonable wear and tear and casualty, provided that any Other Provider occupying the Communications Facility shall have the right to negotiate the purchase of all or part of the

Communications Facility from Lessee, which negotiated purchase must then be approved by the County. This shall be limited to a thirty (30) day period of good faith negotiations. If mutual agreement is not reached on the price and terms of sale within said thirty (30) day period, Lessee shall not be required to sell the Communications Facility. In removing the Communications Facility, Lessee shall not damage the Site. If Lessee has not removed the Communications Facility within sixty (60) days after expiration or termination of this Lease, Lessee shall pay County in advance on a monthly basis one hundred fifty percent (150%) of the then existing prorated rental payment rate for each additional month, or portion thereof, during which the Communications Facility remains on the Site, but in no event shall the Communications Facility remain beyond one hundred twenty (120) days after expiration or termination of this Lease.

19.3 The following conditions shall be considered "Abandonment" of Lessee's Facilities:

19.3.1 If so requested in writing by Lessee, the Director may, in the Director's sole discretion, authorize Lessee to abandon in place all or a portion of the Communications Facility located on the Site ("Authorized Abandonment"), at which time the Communications Facility shall become the property of County, and Lessee shall not be charged for any subsequent removal. Authorized Abandonment by Lessee of any of its Communications Facility must be approved in writing by the Director.

19.3.2 If any of the Communications Facility is left on the Site without prior written approval of the Director for longer than one hundred twenty (120) days after termination or expiration of this Lease, such action shall be considered "Unauthorized Abandonment" of the Communications Facility by the Lessee, and the Communications Facility shall become the property of County. County may remove the Communications Facility, at its sole discretion, and invoice Lessee for any costs for removal and restoration of the Site, which invoice shall be paid by Lessee within thirty (30) days of receipt.

20. NOTICES:

20.1 All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Lease shall be in writing, signed by the notifying Party, or officer, agent or attorney of the notifying Party, and shall be deemed to have been received (i) on the date officially recorded as delivered according to the record of delivery by a nationally-recognized overnight courier service, or (ii) on the third business day after the date of mailing if posted as express or certified mail at a U.S. Post Office, and addressed as follows:

TO COUNTY: Clark County Department of Real Property Management  
Attention: Director  
500 S. Grand Central Parkway, 4<sup>th</sup> Floor  
P.O. Box 551825  
Las Vegas, Nevada 89155-1825

TO LESSEE: NCWPCS MPL 32-Year Sites Tower Holdings LLC  
Legal Department  
Attn: Network Legal  
208 S. Akard Street  
Dallas, TX 75202-4206

WITH A COPY TO: CCATT LLC  
Attn: Legal – Real Estate Department  
2000 Corporate Drive

Canonsburg, PA 15317

The address to which any notice, demand or other writing may be delivered to any Party as above provided may be changed by thirty (30) days prior written notice given by such Party as above provided.

21. GOVERNING LAW:

21.1 The Parties intend that this Lease and the relationship of the Parties shall be governed by the laws of the State of Nevada.

22. ENTIRE AGREEMENT:

22.1 All of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party or a duly authorized agent of that Party empowered by a written authority signed by that Party. This Lease shall not be amended without approval by the Board of County Commissioners. The waiver by any Party of a breach of any provision of this Lease shall not operate or be construed as a waiver of any subsequent breach of that provision by the same Party, or of any other provision or condition of the Lease.

23. OIL, GAS AND MINERAL RIGHTS:

23.1 County does not grant, lease, let or demise hereby, and expressly excepts and reserves herefrom, all rights to oil, gas and other minerals in, on or under and that might be produced or mined from the Site; provided, however, that no drilling or other activity will be undertaken on the Site to recover any oil, gas or minerals during the Term hereof. This Lease is given and accepted subject to the terms and provisions of any valid oil, gas and mineral lease covering the Site or any part thereof, now of record in the office of the Clark County Recorder's Office; provided, however, that any future oil, gas or mineral leases covering the above described lands or any part thereof shall be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interest granted to Lessee under the terms of this Lease.

24. [INTENTIONALLY DELETED]

25. HEADINGS:

25.1 The headings of Sections and Subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such Sections and Subsections.

26. TIME OF ESSENCE:

26.1 Time is of the essence for County's and Lessee's obligations under this Lease.

27. SEVERABILITY:

27.1 If any Section, Subsection, term or provision of this Lease or the application thereof to any party or circumstance shall to any extent be invalid or unenforceable, the remainder of said Section, Subsection, term or provision of this Lease or the application of same to Parties or circumstances other than those to which it was held invalid or unenforceable shall not be

affected thereby and each remaining Section, Subsection, term or provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

28. PEACEFUL POSSESSION:

28.1 County covenants that Lessee, upon the payment of rent and performance of the covenants and subject to the conditions of this Lease, shall and may peacefully and quietly have, hold and enjoy the Site for the Term of the Lease.

29. COMPLIANCE WITH LAWS:

29.1 In performing under this Lease, Lessee shall comply with all applicable federal, state and local laws, including statutes, ordinances and regulations; shall obtain and maintain all necessary permits and approvals relating thereto; and shall be solely responsible for making such changes to the Site as may be necessary in order to comply with the regulations of the FAA, FCC or the Americans With Disabilities Act or any other applicable laws when such changes arise by virtue of Lessee's use of the Site.

29.2 Nothing in this Lease shall be deemed to waive the requirements of the various laws, codes and ordinances of County or other governing entity applicable to Lessee's use of the Site.

30. WAIVER OF COUNTY'S LIEN:

30.1 County waives any lien rights it may have concerning Lessee's Communications Facility, which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time, subject to the provisions herein, without County's consent.

30.2 County acknowledges that Lessee may have entered into a financing arrangement including promissory notes and financial and security agreements for the financing of Lessee's Communications Facility (for the purposes of this Subsection "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, County (i) consents to the installation of the Collateral pursuant to the provisions of this Lease; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any rent due or to become due and that such Collateral may be removed at any time, subject to the provisions herein, without recourse to legal proceedings.

31. TREATMENT IN BANKRUPTCY:

31.1 The Parties to this Lease hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that, during the term of this Lease, Lessee or its Successor shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a "Proceeding") under the United States Bankruptcy Code, 11 U.S.C. § 101, et seq. (the "Code"), this Lease is and shall be treated as an "unexpired lease of nonresidential real property" for purposes of Section 365 of the Code, 11 U.S.C. § 365, and, accordingly, shall be subject to the provisions of Subsections (d)(3) and (d)(4) of said Section 365.

32. FORCE MAJEURE:

32.1 If a Party is delayed or hindered in, or prevented from the performance required under this Lease (except for payment of monetary obligations) by reason of earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrections, war, acts of God or other reasons of like nature, not the fault of the party delayed in performing work or doing acts, such Party is excused from such performance for the period of delay. The period for the performance of any such act shall then be extended for the period of such delay. In the event that Lessee invokes this provision because damage to the Site has hindered, delayed, or prevented Lessee from using the Site, Lessee immediately may erect any temporary facilities on the Site necessary to resume service, provided that such temporary facilities do not unreasonably interfere with County's ability to repair or restore the Site. If, in County's sole and absolute discretion, it elects to repair or restore the Site, upon completion of such repair or restoration, Lessee is entitled to repair or rebuild the Site and/or related facility in accordance with the terms agreed upon in this Lease.

33. MISCELLANEOUS PROVISIONS:

- 33.1 Any violation of the special provisions contained in this Section shall constitute a material breach of this Lease and may result in termination by County.
- 33.2 The use of the Site shall be limited to the construction, operation, maintenance and repair of the Communications Facility and those uses necessary to operate a wireless communications system as authorized by the FCC. This Lease shall not:
- 33.2.1 Authorize the Lessee to use the Site to provide cable television service or operate a cable television system as defined by the County Code or the Cable Act of 1984 as amended by the Telecommunications Act of 1996.
- 33.2.2 Authorize the telephone lines, cables or wireless link that support the Backhaul Network. Placement by Lessee or by any other party of such lines and cables to support the Backhaul Network must be in accordance with applicable rights-of-way management and franchise laws and regulations.
- 33.2.3 Authorize the redistribution of radio frequencies not directly related to a wireless communications system.
- 33.2.4 Grant the rights of a franchise required by any County or municipal ordinance, state statute or constitutional provision or federal law; nor in any manner be considered a waiver or relinquishment of any right or claim the County or other governmental entity may have to require a permit, license or franchise for any lines, cables or physical facilities that comprise the Backhaul Network.
- 33.3 Lessee shall not use the Communications Facility authorized to be placed on the Site for any use not authorized herein. This Lease shall be considered automatically revoked without further action by the County if an unauthorized use is not corrected within sixty (60) days after receipt of written notice by County to Lessee to abate any unauthorized use. Lessee shall cease use of the Communications Facility on the Site and take appropriate action as authorized by the County to remove the Communications Facility from the Site pursuant to Removal Section 19 herein.
- 33.4 Should Lessee, at any time during the Term of this Lease, be deprived of the use of the Site, or any part thereof, the County will proportionately abate the rent during such time, and Lessee shall have no other recourse against the County for the County's failure to provide Lessee the use of the Site set forth herein.

- 33.5 [INTENTIONALLY DELETED]
- 33.6 County retains the right to inspect the Site at any time during the Lease Term. The County shall give Lessee reasonable prior notice of such inspection and Lessee shall have the right to accompany the County on such inspection. Prior notice and right to accompany shall not apply during inspection for emergency purposes but County shall notify Lessee in writing of such emergency access within twenty four (24) hours of such entry. Whenever, in case of emergency, it becomes necessary for County to remove any of the Communications Facility at the Site, no charge shall be made by the Lessee against the County for loss, damage or restoration and repair.
- 33.7 Neither Party shall be excused from complying with any of the terms or conditions of this Lease because of the failure of the other Party upon one or more occasions to insist upon or seek compliance with any such terms or conditions, or because of any failure on the part of the County or the Lessee to exercise, or delay in exercising, any right or remedy hereunder, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy.
- 33.8 Should Lessee holdover its occupancy of the Site after the expiration of this Lease, such holding over shall constitute and be construed as an extension from month-to-month only, pursuant to Subsection 19.2, unless otherwise agreed to by the Parties in writing. All obligations and duties imposed by this Lease upon Lessee shall remain the same during such holdover period of occupancy. During such period, Lessee shall pay rent prorated on a monthly basis to County in accordance with Subsection 19.2 herein. Neither this Section nor Subsection 19.2 shall be construed as authorizing or condoning a holding over by Lessee.
- 33.9 No covenant, term or condition of this Lease shall be deemed to have been waived by either Party hereto unless such waiver be in writing.
- 33.10 The relationship of the Parties hereto is solely that of landlord and tenant, and under no circumstances shall the Parties hereto be considered as partners or joint ventures.
- 33.11 Each Party to this Lease and its counsel has reviewed and revised this Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Lease or in any amendments or exhibits to this Lease.
- 33.12 The provisions of this Lease relating to indemnification shall survive any termination or expiration of this Lease. Additionally, any provisions of this Lease which require performance subsequent to the termination or expiration of this Lease also shall survive such termination or expiration.
- 33.13 County and Lessee agree that this Lease replaces the agreement between County New Cingular Wireless PCS, LLC, a Delaware limited liability company (Lessee's predecessor-in-interest) dated January 3<sup>rd</sup>, 2006 ("Prior Lease"). County and Lessee acknowledge that notwithstanding the expiration of the Prior Lease and the commencement of this Lease, Lessee may continue to make, and the County may continue to receive, rental and other payments pursuant to the Prior Lease. In such event, any rental or other payments made pursuant to the Prior Lease after its expiration shall be prorated, applied and credited against any rentals or other payments due under this Lease.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the day and year first above written.

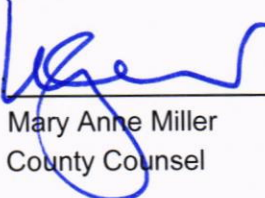
**COUNTY:**  
CLARK COUNTY

By: \_\_\_\_\_  
Lisa Kremer, Director  
Real Property Management

ATTEST:

By: \_\_\_\_\_  
Lynn Marie Goya, Clerk

APPROVED AS TO FORM:  
DISTRICT ATTORNEY STEVEN B.  
WOLFSON

By:  \_\_\_\_\_  
Mary Anne Miller  
County Counsel

**LESSEE:**  
NCWPCS MPL 32 – Year Sites Tower  
Holdings LLC, a Delaware limited liability  
company

By: CCATT LLC,  
a Delaware limited liability company  
Its: Attorney In Fact

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### PARENT PARCEL LEGAL DESCRIPTION

SITUATED IN THE COUNTY OF CLARK, STATE OF NEVADA:

LOT THREE (3) PER FILE 67 OF PARCEL MAPS, PAGE 79, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND RECORDED FEBRUARY 4, 1991, IN BOOK 910204 OF OFFICIAL RECORDS AS DOCUMENT NO. 00693.

TOGETHER WITH THAT PORTION OF VACATED STREETS VACATED BY ORDER OF VACATION RECORDED OCTOBER 17, 1991 IN BOOK 911017 AS INSTRUMENT NO. 00973, OFFICIAL RECORDS, CLARK COUNTY NEVADA.

TAX ID NO: 177-15-401-002

ADDRESS: 8863 HIDDEN PALMS PKWY., Las Vegas, NV 89123

### LEASE AREA LEGAL DESCRIPTION

A TRACT OF LAND FOR OVERALL TOWER LEASE PURPOSES LYING IN AND BEING A PART OF LOT 3 (PM-197-90, BOOK 910204 FILE 67, PAGE 79), SITUATED IN THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 15, TOWNSHIP 22 SOUTH, RANGE 61 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT FOR THE NORTHEAST CORNER OF SAID LOT 3 (PM-197-90, BOOK 910204 FILE 67, PAGE 79),

THENCE SOUTH 80°45'56" WEST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 119.55 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 09°14'04" EAST A DISTANCE OF 20.00 FEET;

THENCE SOUTH 80°45'56" WEST A DISTANCE OF 53.00 FEET;

THENCE NORTH 09°14'04" WEST A DISTANCE OF 8.00 FEET;

THENCE NORTH 80°45'56" EAST A DISTANCE OF 6.00 FEET;

THENCE NORTH 09°14'04" WEST A DISTANCE OF 12.00 FEET;

THENCE NORTH 80°45'56" EAST A DISTANCE OF 47.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 988 SQUARE FEET OR 0.0227 ACRES, MORE OR LESS.

**EXHIBIT B**

**[see attached]**

**APN: 177-15-401-002**

WHEN RECORDED MAIL TO:

Land Resources  
NV Energy  
P.O. Box 98910 MS 9  
Las Vegas, NV 89151-0001

**RIGHT OF ENTRY**

County of Clark, a political subdivision of the State of Nevada, ("**Grantor**") for One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, grants permission to Nevada Power Company, a Nevada corporation, d/b/a NV Energy ("**Grantee**"), its successors and assigns, to exercise the right:

1. to enter in and upon Grantor's land described as a portion of Section 15, Township 22 South, Range 61 East, M.D.M., Clark County, Nevada, described in Exhibit A hereto and by this reference made a part hereof ("**Project Area**") to construct, operate, add to, modify, maintain, and remove communication and electrical facilities as delineated and drawn on **NV Energy Work Request Number 3003548934** ("**Utility Facilities**") over, under, across and upon the Project Area;
2. of passage of vehicles and Grantee's employees, contractors and subcontractors within, on, over and across the Project Area;
3. of ingress of vehicles and Grantee's employees, contractors and subcontractors to and the egress of vehicles and Grantee's employees, contractors and subcontractors from, the Project Area; and
4. to remove, clear, cut or trim any obstruction or material (including trees and other vegetation) from the surface or subsurface of the Project Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the Utility Facilities in the Project Area.

Grantee will be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any improvements owned by Grantor and to any tangible personal property. Grantee further agrees that, if Grantee performs work that damages the Project Area, Grantee will restore the Project Area to its before condition. However, this paragraph does not apply to, and Grantee is not responsible for, any damages caused to obstructions or materials being removed, cleared, cut or trimmed when Grantee exercises its rights under numbered paragraph 4 above. Nor does this paragraph apply to, and Grantee is not responsible for, any damages proximately caused by Grantor's negligent or intentional actions or omissions, including but not limited to Grantor's failure to comply with the National

RW# 0364-2019lz  
Proj. # 3003548934  
Project Name: Verizon LSV Havana  
Reference Document: 920303:00034  
ROE\_CC\_DIST

Electrical Safety Code, Occupational Safety and Health Administration requirements and chapter 455 of the Nevada Revised Statutes.

Grantee may use the Utility Facilities to provide service to any of its customers. Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements – except for curb, gutter, sidewalk, pavement, concrete flatwork and other improvements that are compatible with the Utility Facilities will be constructed or placed within five (5) feet of the Utility Facilities without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, and signage. Grantee and Grantor must document Grantee’s consent by both signing Grantee’s standard, recordable use agreement. However, if Grantor is a government entity, it is not required to sign that use agreement and Grantee will document its consent by issuing a government authorization letter. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Project Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee’s rights herein and are in all respects consistent with the Grantee’s rights herein. Grantee’s electrical practices, and the National Electrical Safety Code.

Upon completion of construction of the Utility Facilities and within 30 days after Grantee provides the Grant of Easement form attached hereto as Exhibit B (“**Grant of Easement**”) to Grantor, Grantor will execute the Grant of Easement containing a specific description of the area of the perpetual easement being conveyed within the Project Area. However, the Grant of Easement will not include property within public right of way that is dedicated or deeded in favor of the County of Clark on the date it executes this Right of Entry. If Grantor requests in writing that the legal description for the Grant of Easement be based on an as-built survey, Grantee must prepare the legal description and drawing for the Grant of Easement. Upon recording of the Grant of Easement, it will replace and supersede this Right of Entry.

**GRANTOR:**

**COUNTY OF CLARK, a political Subdivision of the State of Nevada**

---

By: Lisa Kremer  
Title: Director, Department of Real Property Management

APPROVED AS TO FORM:

---

By: Mary-Anne Miller  
Title: County Counsel

*[Notary page follows]*

APN: 177-15-401-002  
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Project Name: Verizon LSV Havana  
Reference Document: 920303:00034  
ROE\_CC\_DIST

STATE OF NEVADA)  
COUNTY OF CLARK)

This instrument was acknowledged before me on \_\_\_\_\_, 2021 by Lisa  
Kremer as Director, Real Property Management Dept. of County of Clark, Nevada.

\_\_\_\_\_  
Signature of Notarial Officer  
Print Name: \_\_\_\_\_  
Notary Commission#: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

Notary Seal area →

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Project Name: Verizon LSV Havana  
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**Exhibit A**

**Legal Description of Project Area**

The above referred to parcel of land, situated in the County of Clark, State of Nevada, is that portion of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section 15, Township 22 South, Range 61 East, M.D.M., Clark County, Nevada, described as follows:

A 10' strip of land increasing in width to 20', commencing at the Northeast corner of said Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section 15;

Thence South 09°14'04" East, 20.00 feet to the Point of Beginning;

Thence South 09°14'04" East, 135.00 feet;

Thence South 80°45'56" West, 7.50 feet;

Thence South 09°14'04" West, 135.00 feet;

Thence North 80°45'56" East, 7.50 feet to the Point of Beginning;

Said tract of land contains 1,013 square feet or 0.0232 acres, more or less.

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**Exhibit B**

**APN: 177-15-401-002**

**WHEN RECORDED MAIL TO:**

Land Resources  
NV Energy  
P.O. Box 98910 MS 9  
Las Vegas, NV 89151-0001

**GRANT OF EASEMENT**

County of Clark, a political subdivision of the State of Nevada, ("**Grantor**") for One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, grants and conveys to Nevada Power Company, a Nevada corporation, d/b/a NV Energy ("**Grantee**"), its successors and assigns, a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove communication facilities and electric line systems for the distribution of electricity underground, consisting of cables, conduit, duct banks, manholes, vaults, transformers (aboveground or underground), service boxes/meter panels (aboveground or underground), cabinets (aboveground or underground), bollards (aboveground), and other equipment, fixtures, apparatus, and improvements ("**Utility Facilities**") upon, over, under and through the property described in Exhibit A hereto and by this reference made a part of this Grant of Easement ("**Easement Area**");
2. for the passage of vehicles and pedestrians within, on, over and across the Easement Area;
3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from, the Easement Area; and
4. to remove, clear, cut or trim any obstruction or material (including trees and other vegetation) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the electric line systems and communication facilities in the Easement Area.

Grantee will be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any improvements owned by Grantor and to any tangible personal property. Grantee further agrees that, if Grantee performs work that damages the Easement Area, Grantee will restore the Easement Area to its before condition. However, this paragraph does not apply to, and Grantee is not responsible for, any damages caused to obstructions or materials being removed, cleared, cut or trimmed when Grantee exercises its rights under numbered paragraph 4 above. Nor does this paragraph apply to, and Grantee is not responsible for, any damages proximately caused by Grantor's negligent or intentional actions or omissions, including but not limited to Grantor's failure to comply with the

APN: 177-15-401-002  
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Project Name: Verizon LSV Havana  
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ROE\_CC\_DIST

National Electrical Safety Code, Occupational Safety and Health Administration requirements and chapter 455 of the Nevada Revised Statutes.

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements – except for curb, gutter, sidewalk, pavement, concrete flatwork and other improvements that are compatible with the Utility Facilities will be constructed or placed on or within the Easement Area without the prior written consent of Grantee, such structures and to include, but not be limited to, drainage, trees, bridges, and signage. Grantee's consent will not be unreasonably withheld. Grantee and Grantor must document Grantee's consent by both signing Grantee's standard, recordable use agreement. However, if Grantor is a government entity, it is not required to sign that use agreement and Grantee will document its consent by issuing a government authorization letter. Grantor retains, for its benefit, the right to maintain and use the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

If Grantee determines that the Easement Area is no longer needed for its electrical systems, this easement shall terminate after Grantor requests and Grantee executes and records a written relinquishment of the easement.

**THIS GRANT OF EASEMENT CANCELS AND SUPERSEDES THE RIGHT OF ENTRY RECORDED IN BOOK {insert number} AS DOCUMENT {insert number} IN THE OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.**

**GRANTOR:**

**COUNTY OF CLARK, a political subdivision of the State of Nevada**

\_\_\_\_\_  
By:  
Title: County Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
By:  
Title: Deputy District Attorney

*[Notary page follows]*

APN: 177-15-401-002  
RW# 0364-2019lz  
Proj. # 3003548934  
Project Name: Verizon LSV Havana  
Reference Document: 920303:00034  
ROE\_CC\_DIST

STATE OF NEVADA)  
COUNTY OF CLARK)

This instrument was acknowledged before me on \_\_\_\_\_, 2019 by  
\_\_\_\_\_ as \_\_\_\_\_ of  
County of Clark, Nevada.

\_\_\_\_\_  
Signature of Notarial Officer

Notary Seal area →

APN: 177-15-401-002  
RW# 0364-2019lz  
Proj. # 3003548934  
Project Name: Verizon LSV Havana  
Reference Document: 920303:00034  
ROE\_CC\_DIST

**Exhibit A**

**Legal Description of Easement Area**

[Attached]

APN: 177-15-401-002  
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Project Name: Verizon LSV Havana  
Reference Document: 920303:00034  
ROE\_CC\_DIST

ASSESSORS PARCEL NUMBER 177-15-401-002  
HIDDEN PALMS PARK  
MONOPINE SITE

