

CONDUIT ACCESS AGREEMENT

This Conduit Access Agreement ("**Agreement**") is effective as of April 19, 2022 ("**Effective Date**") by and between Cox Communications Las Vegas, Inc., a Delaware corporation ("**Grantor**") and Clark County, Nevada, a subdivision of the state of Nevada ("**Grantee**", and together with Grantor, the "**Parties**", and each, a "**Party**").

RECITALS

WHEREAS, Grantor occupies and operates a certain fiber optic conduit as identified on **Exhibit A** hereto (referred to herein as "**Grantor's Property**"); and

WHEREAS, Grantee has requested a license to install and maintain certain fiber optic cabling and wiring, and other related appurtenances, within Grantor's Property, as specifically and expressly identified herein and on **Exhibit A** hereto ("**Grantee's Facilities**") for the purpose of establishing broadband communication from Grantee owned traffic signals to T-Mobile Arena to facilitate traffic operation command; and

WHEREAS, Grantee will be allowed to occupy no more than one 12-strand fiber optic cable within Grantee's Facilities; and

WHEREAS, subject to the terms and conditions of this Agreement, Grantor desires to grant a license to Grantee to install and maintain Grantee's Facilities within Grantor's Property;

AGREEMENT

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the Parties intend to be legally bound hereby and agree as follows:

1. Subject to the terms and conditions contained herein, Grantor hereby grants to Grantee the temporary and revocable (but only as expressly provided in Section 6 herein) license ("**License**") for reasonable, non-exclusive access to Grantor's Property, for the purpose of installing, connecting, disconnecting, transferring, servicing, removing or repairing Grantee's Facilities, provided that such activities do not interfere with Grantor's maintenance, repair or operation of Grantor's Property.

2. The Parties acknowledge and agree that (i) any activities by Grantee or its employees, contractors or agents within Grantor's Property (including without limitation any activity inside the manhole and/or vault) require reasonable advance written notification to Grantor in order to permit Grantor to reasonably ensure that such activities will not cause any damage or interruption to Grantor's Property or business; and (ii) Grantee may not add any additional elements to Grantee's Facilities (including without limitation any splice cases, vaults, fiber sheaths, or coax sheaths) and shall not cut Grantor's conduit, manhole(s) or vaults(s) without prior written approval from Grantor.

3. Grantee hereby agrees as follows: (i) to pay for any materials and labor reasonably necessary to install Grantee's Facilities in accordance with **Exhibit A**; (ii) to

promptly pay all costs and charges of any contractors hired by Grantee who provide services on or to Grantee's Facilities; (iii) to repair any damage to Grantor's Property or any other personal property of Grantor, if such damage results from Grantee's installation, use, maintenance or removal of Grantee's Facilities; (iv) to obtain all necessary governmental and other third party authorizations for the installation, use, maintenance or removal of Grantee's Facilities; and (v) Grantee has full authority to execute this Agreement and accept the obligations herein provided. Grantor shall have no responsibility for the proper functioning of Grantee's Facilities. Any modifications to **Exhibit A** must be mutually agreed upon in writing by the Parties.

4. Grantor hereby agrees as follows: (i) Grantor has full authority to execute this Agreement and grant the rights herein granted; and (ii) Grantor shall use its reasonable efforts to promptly respond to any written request for consent or approval from Grantee in accordance with the terms of this Agreement but no later than seven (7) business days after receipt of written request.

5. Throughout the Term of this Agreement, Grantee's Facilities shall remain the sole and exclusive property of Grantee. Upon termination of this Agreement and in accordance with the terms of this Agreement, Grantee may enter into Grantor's Property and must remove all of Grantee's Facilities.

6. The occurrence of any of the following shall constitute an event of default:

i). any failure by Grantee to perform any other of the terms, conditions, or covenants of this Agreement to be observed or performed by it if such failure continues for a period of time in excess of thirty (30) days after written notice (which notice shall be in lieu of, and not in addition to, any notice required by applicable law); or

ii). if any representations or warranties made by Grantee in this Agreement prove to be false or erroneous in any material respect.

In addition to any other rights or remedies Grantor may have at law or in equity or under this Agreement, Grantor shall have the immediate right to unilaterally terminate this Agreement if any default hereunder remains following one hundred eighty (180) days written notice from Grantor. Notwithstanding any other provision herein, this provision constitutes the only basis for revocation of the license granted herein to Grantee.

7. This Agreement, and the rights granted hereunder, are personal to Grantee and are non-assignable and non-transferable by Grantee. Any attempted assignment or other transfer of this Agreement or any rights hereunder by Grantee shall be null and void, have no effect and confer no rights upon any third party. Subject to the foregoing, the terms and conditions of this Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors, assigns, heirs, administrators, executors and representatives.

8. Grantee shall maintain self-insurance pursuant to NRS Chapter 41. Grantee shall require its contractors to maintain General Comprehensive Liability insurance and name Grantor as an additional insured.

9. Up to the limitations of law, each party shall be responsible for all liability, claims, actions, damages, losses and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees.

Grantee shall require its contractors to, defend, hold harmless, and indemnify Grantor and its agents, directors, managers, partners, members, shareholders, employees and affiliates, from and against any and all losses, damages, claims or demands of any kind for or in connection with any occurrence, accident, injury to person(s) or property, damage or dispute arising out of accessing Grantor's Property for the purposes set forth herein or the exercise of any of Grantee's rights hereunder and from and against any and all costs and expenses relating thereto (including without limitation reasonable attorneys' fees).

10. NEITHER GRANTOR NOR ITS REPRESENTATIVES IS LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY GRANTEE OR COULD HAVE BEEN REASONABLY FORESEEN BY GRANTOR, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

11. This Agreement contains the entire agreement and understanding among the Parties concerning the subject matter hereof and supersedes all prior agreements, terms, understandings, conditions, representations and warranties, whether written or oral, made by the Parties concerning the matters which are the subject of this Agreement. This Agreement shall not be construed in favor of or against any Party, and shall be construed as a whole in accordance with its fair meaning. This Agreement may be amended only by a writing executed by each of the Parties. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

12. The term of this Agreement commences on the Effective Date and continues for a period of five years, unless and until earlier terminated as provided under this Agreement (the "Initial Term"). On expiration of the Initial Term, this Agreement automatically renews for additional successive one year terms unless and until either Party provides written notice of nonrenewal at least 180 days before the end of the then-current term, or unless and until earlier terminated as provided under this Agreement (each a "Renewal Term" and together with the Initial Term, the "Term"). If the Term is renewed for any Renewal Term(s) pursuant to this Section, the terms and conditions of this Agreement during each such Renewal Term are the same as the terms in effect immediately prior to such renewal, subject to any change agreed to by the Parties in accordance with Section 11. Unless earlier terminated in accordance with its terms, this Agreement terminates on the expiration of the then-current Term.

13. This Agreement is governed by and construed in accordance with the internal laws of the State of Nevada without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Nevada.

14. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

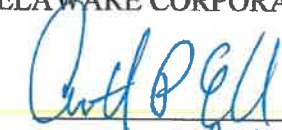
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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the first date written above.

By: COX COMMUNICATIONS NEVADA, INC.
A DELAWARE CORPORATION

By:

Its:



Director of Construction & Planning

Anthony P Ebersole, Director of Construction & Planning

By: CLARK COUNTY, NEVADA
A SUBDIVISION OF THE STATE OF NEVADA

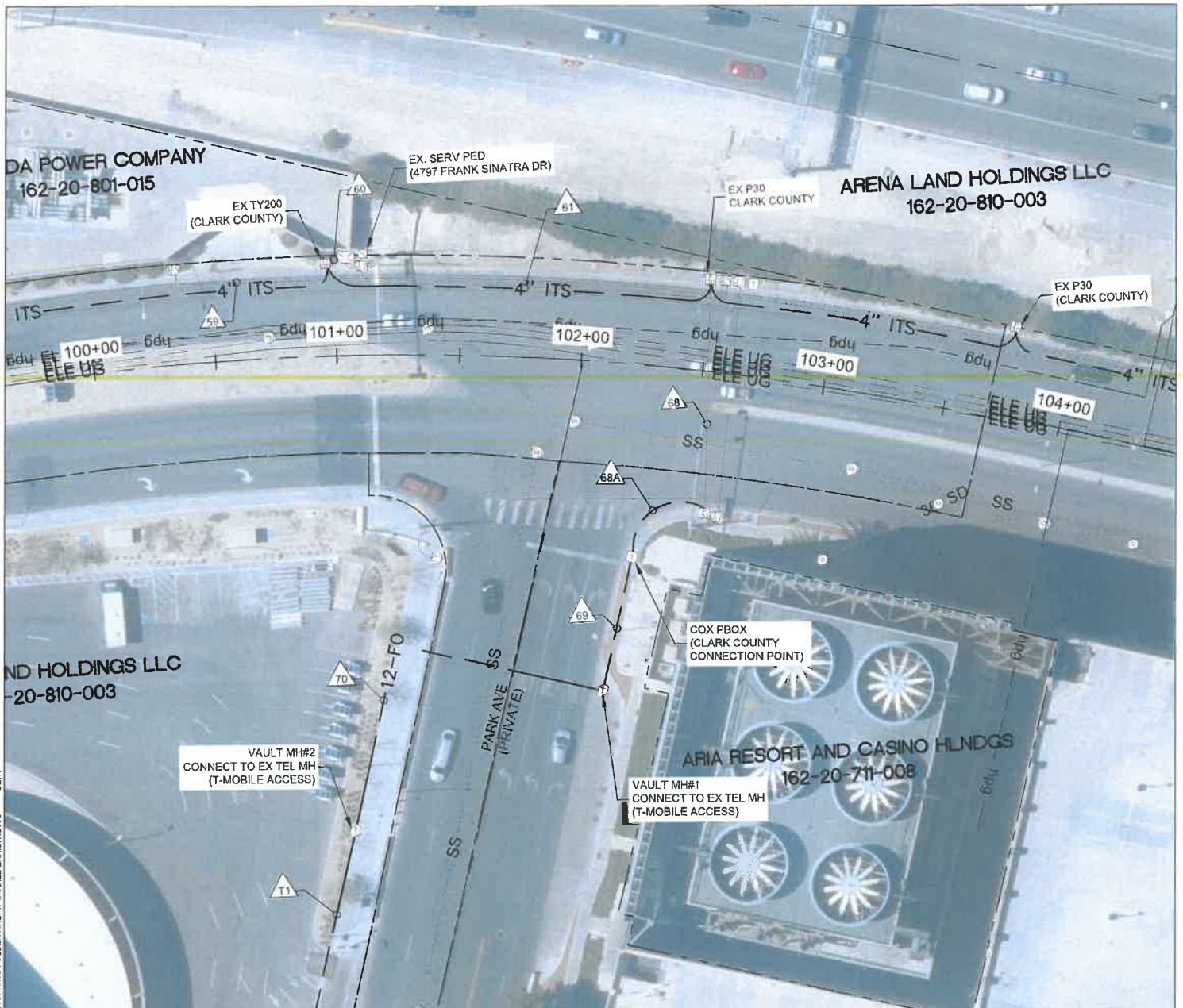
By:

RANDALL J. TARR

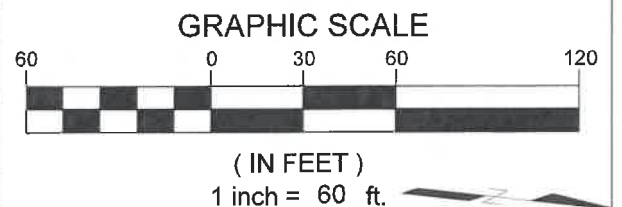
Its:

Deputy County Manager

P:\TRAFFIC DIVISION\DESIGN\03 PROJECT\SHOW FRANK SINATRA - RUSSELL TO SAMMY DAVIS\DESIGN AND SPEC\ROAD WORKING FOR\DERVET\MOBILE EXHIBIT.DWG BERT



CONDUIT NO.	FROM	TO	NO	SIZE (IN.)	144-STRAND FO	12-STRAND FO	CONDUCTOR/CABLE	REMARKS
60	PARK AVE TY 200 (E)	PARK AVE PARK AVE CONTROLLER (E)	1 (R) 2	4 (R) 4	X	X	1C (E), (1) 144-STRAND FO, (2) 12-STRAND FO, (1) 6 PRW22	REMOVE EXISTING INTERCONNECT
61	PARK AVE TY 200 (E)	P30 (E) NWC PARK AVE	2	4	X	X	(1) 144-STRAND FO, (1) 12-STRAND FO, (1) 6 PRW22	
68	P30 (E) NWC PARK AVE	P30 (E) NEC PARK AVE	1 (E)	4 (E)		X	(1) 12-STRAND FO, (1) #8 AWG	
68A	P30 (E) NEC PARK AVE	COX PULLBOX (E) NEC	1	4		X	(1) 12-STRAND FO, (1) #8 AWG	INSTALL 2" INNER DUCT OUTSIDE THE FIBER OPTIC
69	COX PULLBOX (E) NEC	VAULT MANHOLE (E)	1 (E)	4 (E)		X	(1) 12-STRAND FO	INSTALL 2" INNER DUCT OUTSIDE THE FIBER OPTIC
70	VAULT MANHOLE (E)	T-MOBILE MANHOLE (E)	4 (E)	4 (E)		X	(1) 12-STRAND FO	
T1	T-MOBILE MANHOLE (E)	T-MOBILE DERMAC	4 (E)	4 (E)		X	(1) 12-STRAND FO	



T-MOBILE EXHIBIT

FIBER OPTIC PLAN (EXHIBIT A)

FRANK SINATRA - FIBER OPTIC SYSTEM

DESIGN BY: HF

DRAWN BY: LD

DATE: 10/27/2021

HORIZ: 1"=60'

VERT: NONE

CLARK COUNTY
PUBLIC WORKS

TRAFFIC
MANAGEMENT
DIVISION