

LICENSE AND MAINTENANCE AGREEMENT

This **LICENSE AND MAINTENANCE AGREEMENT** (this "Agreement") is made and entered into this 19th day October 2021 ("Effective Date"), by and between **SWITCH, LTD.**, a Nevada limited liability company ("Switch"), the "**LICENSEE**", and the **COUNTY OF CLARK**, a political subdivision of the State of Nevada (the "County"). Each of the above is a "Party" and collectively are "Parties" to this Agreement.

RECITALS

WHEREAS, the LICENSEE is authorized to conduct business in the State of Nevada;

WHEREAS, LICENSEE is a technology infrastructure company developing a data center campus (the "Switch Campus") located along Roy Horn Way between Jones Blvd. and Lindell Rd. (Assessor's Parcel Numbers 176-01-201-020, 176-01-201-004, 176-01-201-005, 176-01-201-006, 176-01-201-007 and 176-01-201-008 (collectively, the "Property")), generally depicted in Exhibit "A" attached hereto and by this reference incorporated herein;

WHEREAS, LICENSEE leases that certain portion of the Property consisting of Assessor's Parcel Number 176-01-201-020 pursuant to the terms of that certain Lease dated March 13, 2019 by and between LICENSEE and Beltway Business Park Warehouse No. 8, LLC;

WHEREAS, LICENSEE desires to construct and maintain sewer improvements as delineated and drawn in the civil improvement plans titled **Las Vegas Campus Badura NAP 14, 15 & 16** ("Improvements") in those certain portions of property located on Badura Avenue ("County Property") as depicted in Exhibit "B", attached hereto and by this reference incorporated herein;

WHEREAS, the County will allow the LICENSEE to construct and maintain such Improvements, as described in the cross section and plan view detailed in Exhibit "C", attached hereto and by this reference incorporated herein, in the County Property, subject to the terms and conditions of this Agreement, because there is no economically feasible alternative and the Switch Campus will encourage growth and development in the Las Vegas Metropolitan Area;

NOW THEREFORE, in consideration of the premises and subject to the mutual covenants herein contained, it is agreed as follows:

SECTION 1: LICENSE AND PERMIT

The County hereby grants to the LICENSEE, subject to the terms and conditions stated in this Agreement, a license to construct, and/or install, operate, maintain, modify, repair and remove within the County Property, the Improvements. The LICENSEE is only authorized to place the Improvements depicted in the locations and permitted in areas specifically set forth in Exhibit "B", attached hereto and by this reference incorporated herein. The LICENSEE agrees that it shall not construct or engage in any other improvements except for the Improvements set forth and depicted and described in the cross section and plan view as set forth in Exhibit "C".

This Agreement only authorizes construction, reconstruction, installation, operation, maintenance and repair activities of the Improvements on the County Property pursuant to the terms and conditions set forth herein. The Improvements permitted in the County Property, as shown in

Exhibit "C", consist of sewer improvements to serve the Switch Campus. LICENSEE understands and agrees that this license is limited to the County Property, as described herein, and in no way authorizes or guarantees that other County right-of-way or County owned property may be used by LICENSEE for similar alternatives. Likewise, this license in no way guarantees County approvals for an expansion of the Improvements or additional improvements.

This Agreement is subject to all outstanding superior rights of any party to the County Property and is made without covenant by the County of any title to or for quiet enjoyment of the County Property.

LICENSEE agrees that it shall not construct or engage in other improvements other than the Improvements set forth in Exhibit "C" in the permitted areas of the County Property set forth in Exhibit "B" unless consented to by the County pursuant to a separate written agreement or amendment to this Agreement.

SECTION 2: CONSTRUCTION, INSTALLATION, OPERATION AND MAINTENANCE

LICENSEE shall, at its sole cost and expense, furnish all labor, equipment, and materials for the construction, operation maintenance, repair and removal of the Improvements. All work, including maintenance, is to be performed to the satisfaction of the County, in compliance with all applicable codes, permits, ordinances, rules, specifications regulations and standards of the County, and all applicable laws, statutes, rules and regulations of the State of Nevada and the United States, and in such a manner such as to pose no risk of danger to persons or property, no interference with the use of public streets and right of way, above ground or below ground, off-site improvements and no interference with the rights or reasonable convenience of the owners of property which adjoins or is located within public streets, right-of-way and/or the County Property and/or other County owned property.

LICENSEE shall, at its sole cost and expense, operate, maintain, repair and remove the Improvements. The Improvements shall be constructed, operated, maintained, repaired, used and removed so as not to interfere with the installation, maintenance or use of the street lighting system, traffic signal systems, fiber optic, water pipes, drains, sewers, or the flow of water therein, gas, power lines, cable television, telephone lines, that have been or may be installed, maintained, used, or authorized by the State of Nevada Department of Transportation, the Board of County Commissioners ("BCC"), sitting either as said Board or as the governing body of Clark County Water Reclamation District, the Las Vegas Water District or any other district hereafter created for any governmental purpose, and shall be placed on and/or in the County Property per approved submitted plans.

LICENSEE shall not construct, operate, maintain, repair, use or remove the Improvements in such a manner as to damage or interfere with any existing or future flood, water, sewer, gas, telephone, telegraph, or cable television facilities, fiber optic, or electric light, heat, or power lines owned by another person or entity.

Prior to any construction, installation, operation, maintenance and/or repair activities of said Improvements on the County Property that require any work and/or encroachments in the County Property, including, but not limited to, any boring, digging or excavation, detailed plans and specifications of the Improvements and the work related thereto shall be submitted by the LICENSEE to the County for approval and permit issuance upon acceptance by the County. All operation, maintenance, repair and removal performed by the LICENSEE shall be performed in a manner

acceptable to the County. All of said operation, maintenance, repair and removal performed by the LICENSEE shall also be in compliance with the terms and conditions of this Agreement, the permits, all applicable State, County and Federal laws, codes, rules, regulations, standards and specifications. Construction, operation, maintenance and/or repair shall include, but is not limited to the following additional conditions and restrictions:

- (a) The construction, maintenance and operation of the Improvements shall not interfere with public or private improvements, including but not limited to utilities;
- (b) Compliance with Clark County Department of Energy Sustainability regulations, including but not limited to providing dust mitigation;
- (c) The LICENSEE's construction and maintenance activities shall not interfere with the County's, or any public body governed by the BCC which has rights to the County's right-of-way, ability to install, maintain or use existing and future improvements, including, but not limited to, street lighting systems, traffic control systems, sidewalks, water supply and distribution systems, sanitary sewer collection systems, and drainage and storm water collection and transmission systems;
- (d) Improvements shall be at a depth as determined by the County but not less than five (5) feet below the finished surface of the road;
- (e) LICENSEE shall at all times comply with Nevada Revised Statute (NRS) 455.110 and any associated laws relating to Call Before You Dig;
- (f) LICENSEE shall notify the utilities, licensees and franchisees who have rights in the County Property of the Improvements and cooperate with said utilities, licensees and franchisees;
- (g) LICENSEE shall provide for County inspections for purposes of structural integrity and public safety at any time determined by the Clark County Department of Public Works or the Clark County Building Department, or their agents and consultants;
- (h) LICENSEE shall, at all times, comply with laws, rules, regulations and policies of the Clark County Business License Department;
- (i) LICENSEE shall, at all times, comply with the Occupational Safety & Health Administration;
- (j) LICENSEE shall at all times provide regular inspections of the Improvements and maintain the Improvements in accordance with public safety standards;
- (k) If LICENSEE contracts for the operation and maintenance of the Improvements, County shall have rights of approval over any such contract, which shall not be unreasonably withheld. Any such contract must include a provision requiring that the County be named as an additional insured and include an indemnity provision

in favor of the County; and

- (m) LICENSEE shall at all times maintain ownership of the Improvements.

SECTION 3: CONDITIONS OF COUNTY PROPERTY OCCUPANCY

A. The license granted herein is subject to LICENSEE's compliance with all terms and conditions of this Agreement, including, but not limited to, LICENSEE's proper construction, operation, maintenance, repair and removal of the Improvements outlined in Section 2 herein. Further, LICENSEE agrees that this Agreement is limited to the permitted area of County Property set forth herein and described in Exhibit "B". Exhibit "B" depicts the general location and alignment of the Improvements through the County Property. The exact description of the permitted area will be provided by the Licensee to the County upon completion of the Improvements. LICENSEE shall not engage in any activities or improvements on the County Property that are not defined in this Agreement.

B. The County reserves the right to utilize the County Property or allow others to utilize the County Property as the County deems appropriate, in its sole and reasonable discretion. The County further reserves the right to excavate, lay, construct, erect, install, use, operate, repair, replace, re-grade, widen, realign, perform civil work, or maintain the surface or subsurface improvements located within or under the County Property, including the area of the Improvements, including, without limitation to, water mains, traffic signal conduits, sanitary and/or storm sewers, subways, viaducts, bridges, underpasses, or overpasses. The County may further develop the property over which the license is granted which may require future excavation, construction, roadways, roadway construction, use, repairs, re-grading, widening, realigning, maintenance, civil work, and other activities which may require Switch, at Switch's sole cost and expense, to adjust, reconstruct, modify, repair, replace, relocate or remove any or all of its Improvements in the County Property in a time period as approved by the Director of Public Works. Alternatively, if possible and appropriate as determined by the director of Public Works, to accommodate County improvements, the County may modify or adjust the County work or improvements around the Improvements. LICENSEE will be responsible to the County for any reasonable costs the County incurs to modify and/or adjust the County project work around the Improvements. Such costs shall be paid by LICENSEE within thirty (30) days of receipt of invoice by the County.

C. LICENSEE shall not acquire or assert any vested right or interest in the County Property described in Exhibit "B" under this license, even though this Agreement was approved by the County. LICENSEE shall, at no cost and expense to the **COUNTY** or to the State of Nevada Department of Transportation, to any franchised or non-franchised public utility company, to the Clark County Water Reclamation District, to the Las Vegas Valley Water District, or to any other entity governed by its County Commissioners, adjust, demolish, reconstruct, modify, remove or relocate any, all or a portion of its Improvements upon written notice from the Director of Public Works, and in a time period approved by the Director of Public Works consisting of no less than 90 days, for any purpose, including, but not limited to, accommodating the following:

- i. Installation, maintenance or use of all public facilities, including, but not limited to, flood control channels and facilities, roadways, standard improvements, and public utilities;

- ii. The public's safety and convenience, as determined by said Director of Public Works; and/or
- iii. Public works, including, but not limited to, streetlights, traffic signal conduits, curbs, gutters, sidewalks, pavement, water mains, sanitary and/or storm sewers, gas, telephone, telegraph, cable television, electric, light, heat, power, subways, viaducts, bridges, underpasses or overpasses, which the **COUNTY**, the State of Nevada Department of Transportation, any franchised or non-franchised public utility company, Clark County Water Reclamation District, the Las Vegas Valley Water District, or any other entity governed by the Board of Commissioners of the **COUNTY** may have authorized, installed, maintained or used, or may in the future decide to authorize, install, maintain, or use on, across, along, over or under the County Property, or as said Department of Public Works determines is necessary because of a proposed vacation, abandonment, surfacing, resurfacing, change of grade, alignment, re-alignment, change of width, or construction of any public road, right-of-way or flood control channels and/or facilities.

D. Notwithstanding any other provision in this Agreement, in the event that the LICENSEE's construction, installation, operation, maintenance, modification, relocation, repair and/or removal of the Improvements are the cause of damage or disturbance to the surface or subsurface of the public road, right-of-way or adjoining public property, then, after receipt of written notice to LICENSEE by the County, LICENSEE shall promptly, at its own cost and expense, and in a manner and time period approved by the Director of Public Works, correct said damage or disturbance and the cause thereof. If the damage or disturbance, or the cause thereof, is not completed promptly, as solely determined by the County, or does not meet the County's adopted quality control standards, the County may perform the work or have the work performed and LICENSEE will reimburse the County for all costs associated thereto within thirty (30) calendar days of receipt of invoice.

E. In addition to and not in lieu of the rights of termination set forth in this Agreement, and except as provided in Sections 3B, 3C, 3D, 3F, and 3G herein (when the Director of Public Works determines the time period for remediation or when an Emergency Event exists), LICENSEE shall, within ninety (90) days after receiving written notice from the County to modify, reconstruct, repair, relocate or remove the Improvements, complete the required action at LICENSEE's sole cost and expense, unless such time period is extended by the Director of the Department of Public Works.

In addition, the County at its option may, at the expense of the LICENSEE, modify, reconstruct, repair, relocate or remove said Improvements, as determined by the director of Public Works, if LICENSEE fails to complete the work in the required time frame or if LICENSEE's work does not meet the County's adopted quality control standards. LICENSEE agrees to pay the County for all reasonable documented costs and expenses incurred by the County associated therewith within thirty (30) calendar days of receipt of invoice from the County.

Except as otherwise set forth in this Agreement, LICENSEE shall be responsible for all damages, to whomever, caused by the Improvements and/or LICENSEE's failure to properly remediate issues with the Improvements within the time periods set forth in this Agreement.

F. Notwithstanding any other provision contained in this Agreement, in the case of an emergency or threat to the public's health, safety or welfare (an "Emergency Event"), as solely determined by the County in its sole discretion, caused by, related to or reasonably attributed to the Improvements, the LICENSEE hereby agrees to immediately, replace, repair, relocate or remove said Improvements. In addition, the County at its option may, at the expense of the LICENSEE, modify, repair, replace, relocate or remove repair said Improvements if said Improvements cause or contribute to an Emergency Event. LICENSEE agrees to pay the County for all reasonable costs and expenses incurred by the County associated therewith within thirty (30) calendar days of receipt of a bill from the County.

G. If an Emergency Event, not caused by, related to or attributed to the LICENSEE or the Improvements occurs, the County at its option may, at its cost and expense, adjust, modify, replace, reinstall, repair, reconstruct or remove the Improvements upon mutual agreement with LICENSEE.

SECTION 4: LIABILITY AND INDEMNIFICATION

LICENSEE, or its successors in interest, shall indemnify, defend and hold harmless the County and its officers, agents, employees, and volunteers, against and from any and all liability, loss, damage, fines, claims, demands, lawsuits, causes of action, awards, litigation, judgments, of whatever nature, whether false, groundless or fraudulent, costs and expenses, including, but not limited to, investigation costs, reasonable attorney fees and expenses, expert witness fees, analysis and expenses and court or arbitration or other alternative dispute resolution costs, which may result from or are in connection with:

- 1) injury to or death of any person, or against and from damage to, or loss or destruction of property whatsoever when such injury, death, loss, destruction, or damage is due to or arising from or as a result of or connected to the Improvements, except to the extent caused by or otherwise arising from the negligence or willful misconduct of County;
- 2) any action or inaction, including intentional, reckless or willful misconduct, by the LICENSEE, its officers, employees, and agents, including those represented as contractor or sub-contractor, in connection with the Improvements, the County Property, and this Agreement;
- 3) the design, construction, installation, use, operation, maintenance, modification, or repairs of the Improvements;
- 4) LICENSEE's obligations set forth in this Agreement.

At its option, the County may elect to hire an attorney and/or attorneys approved by LICENSEE to defend the County, its officers, employees, agents, directors or county commissioners for any of the items set forth above, including but not limited to claims, causes of actions, suits, judgments, negotiations, settlements and arbitrations. If the County exercises this option, LICENSEE agrees that LICENSEE remains subject to all indemnification obligations as set forth in this Section, including but not limited to paying all costs, reasonable, documented attorney's fees, costs of suit, costs of appeal, and expert witness fees. County may at any time compromise or settle any claim,

cause of action, suits and/or arbitration if County pays the settlement or compromise amount; provided, however, that County and its defense counsel shall not have the right to compromise or settle any claims, causes of action, suits or arbitration in any manner which would obligate LICENSEE for the payment of money or to take any such action without LICENSEE's prior approval. Subject to the foregoing, if it is determined that LICENSEE fails to indemnify or defend the County and if it is determined that the County is legally liable to the party with whom settlement was made or in whose favor judgment rendered, then LICENSEE is liable to the County for that amount, plus all fees and costs as set forth in this Section 4.

LICENSEE agrees, within thirty (30) calendar days of receipt of invoice from the County to pay all reasonable, documented attorney's fees and such other costs and/or expenses as required by the County in handling of and/or the defense of such claims and any other legal actions in addition to those items mentioned above.

Unless otherwise provided in this Agreement, LICENSEE also agrees to repair and/or restore, to the reasonable satisfaction of the County, any damage sustained to public property, including but not limited to County Property and any improvements thereto, caused by the LICENSEE and/or the Improvements. LICENSEE shall provide such repair and/or restoration within thirty (30) days after receipt of notice from the County.

The County does not warrant the condition of the County Property for the Improvements. LICENSEE accepts use of the County Property in its "AS-IS" condition.

If LICENSEE's construction, reconstruction, installation, operation, maintenance, modification, repair and/or removal of the Improvements are the cause of damage or disturbance to the property of any other person, including, but not limited to, those with rights in and/or under the County Property, such as utilities, then LICENSEE shall be responsible and liable to that owner. LICENSEE understands and agrees that the County will not be responsible or liable for damages, including, but not limited to, bodily injury or death, to third parties caused by this license, the LICENSEE, and/or the Improvements.

LICENSEE agrees and acknowledges that the use of the County Property, by the County or other authorized users, as set forth herein, may disturb the Improvements and the County shall not be responsible for damage or disturbance to the Improvements resulting from the use of the County Property. The foregoing notwithstanding, LICENSEE agrees that the County will not be liable or responsible for any damage or injury to the Improvements, except to the extent allowed by law when such damage or injury results from direct physical contact with the Improvements and is directly and solely caused by the County, its officers or employees.

This Section 4 survives termination of this Agreement and applies to the Improvements in an abandoned status.

SECTION 5: INSURANCE

LICENSEE, at its own cost and expense, shall obtain and maintain commercial general liability insurance naming the County, its officers, employees, volunteers, and agents as additional insureds for the duration of this Agreement. Commercial general liability insurance coverage must be provided either on a commercial general liability form or a broad form comprehensive general liability form. No exceptions to the standard coverage provided by such forms are permitted. Policies must include, but need not be limited to, coverage for bodily injury, personal injury, broad

form comprehensive general liability, property damage, premises operations, severability of interest, products and completed operations, and contractual and independent contractors. This coverage shall be on a "per occurrence" basis only and not "claims made". LICENSEE shall maintain at all times limits of no less than \$1 million combined single limit per occurrence for bodily injury (including death), personal injury, and property damage. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement, up to the limits set forth in Exhibit "E". The insurance coverage supplied by the LICENSEE must provide for a 30-day calendar notice to the County before implementation of a proposal to suspend, void, cancel or reduce in coverage, or in limits, the required insurance coverage. This notice requirement does not waive the insurance requirements contained herein. LICENSEE shall provide the County with a Certificate of Liability Insurance form within ten (10) business days after execution of this Agreement by LICENSEE. The certificates and endorsements for any and all insurance policies required by this Agreement are to be signed by a person authorized by the insurer. The insurance obligation does not in any way limit LICENSEE's liability obligations to the County. Attached as Exhibit "E" is a Certificate of Liability Insurance form, evidencing said compliance with this Section 5.

LICENSEE, at its own cost and expense, shall obtain and maintain professional liability insurance with limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of the County.

LICENSEE, at its own cost and expense, shall maintain automotive liability insurance of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by any automobile used for the performance of services under this Agreement.

SECTION 6: ABANDONMENT / REMOVAL OF IMPROVEMENTS UPON TERMINATION

Should the LICENSEE abandon and/or remove from service all or a portion of the Improvements, then LICENSEE shall notify County. At the time of abandonment or termination of this Agreement, LICENSEE shall remove the Improvements if required by the County as set forth below, or, if removal is not required, LICENSEE shall appropriately and safely secure the Improvements in accordance with appropriate federal, state and local laws, regulations and standards.

Upon or any time after termination of this Agreement, or abandonment of the Improvements, the LICENSEE shall, if requested by the County, within ninety (90) calendar days or such other period of time as may be reasonably necessary, as determined by the Director of Public Works, after securing all necessary permits and approvals, at its sole expense, remove all Improvements from the County Property. If LICENSEE does not remove said Improvements within that time period, the County, or its contractor, may do so at LICENSEE's expense and LICENSEE agrees to pay the County the documented cost of removal, as solely determined by the County, within thirty (30) days of receipt of invoice by the County. If the County determines that it, or its contractor, must remove the Improvements, County does not need consent of the LICENSEE.

Prior to removal of the Improvements, LICENSEE shall obtain, at its cost and expense, the necessary permits and approvals required by the County and shall comply with all said permit

conditions; provided, however, that LICENSEE shall not be considered to be in default of this Agreement if LICENSEE is unable to remove the Improvements as a result of any delay by the County to issue the necessary permits and approvals.

Upon termination, LICENSEE agrees to remove all trash and debris related to the Improvements, and restore County property and improvements to a condition reasonably acceptable to the County.

This Section 6 survives abandonment of the Improvements and/or termination of the license and Agreement herein.

SECTION 7: RESERVED

SECTION 8: REVOCABILITY AND TERMINATION

Notwithstanding any other provision in this Agreement, this Agreement may be terminated and the license revoked by the Board of County Commissioners at a public hearing under the following circumstances:

A. The rights and obligations under this Agreement interfere or are inconsistent with the public interest, including, but not limited to, public health, safety, and welfare, as determined by the BCC; or

B. Damage inflicted upon County Property and/or County owned improvements as a result of LICENSEE, the Improvements, or any other rights and obligations under this Agreement, as determined by the BCC; or

C. Licensee's noncompliance with any County, State or federal law, regulation, rule or specification, including, but not limited to, those relating to building, business license and monorails, etc.; or

D. Claims and/or challenges by Clark County Water Reclamation District, Las Vegas Valley Water District or franchised utilities with respect to the rights of those entities in relation to the Improvements, that the BCC, in its sole discretion, determines requires termination of the Agreement; or

E. Breach of the terms and conditions of this Agreement, as determined by the BCC; or

F. Any order of a court as a result or related to the Improvements that the BCC determines requires termination of the Agreement.

G. LICENSEE's eviction from, or the expiration, revocation, or the like, of the Lease dated March 13, 2019 between LICENSEE and Beltway Business Park Warehouse No. 8, LLC or any other lease, lease extension or lessee of the Property.

H. Closure, dissolution or bankruptcy of LICENSEE.

At the time of termination, **LICENSEE** shall comply with Section 6 of this Agreement and, if requested by the **COUNTY**, have the Improvements removed. **LICENSEE** understands and agrees that it has no cause of action or right of recourse, and waives such, based upon the **COUNTY's** election to terminate this Agreement.

SECTION 9: FEES

LICENSEE shall pay an annual fee in the amount of One Thousand Three Hundred and No/100 (\$1,300.00) to the County for the use of the County Property for the Improvements. The fee shall be due within thirty (30) days of the Effective Date and thereafter due on the yearly anniversary of the Effective Date.

SECTION 10: EFFECTIVE DATE

This Agreement shall take effect as of the date first herein written and shall continue in full force and effect until terminated as herein provided.

SECTION 11: NOTICES

All notice under this Agreement shall be in writing and sent by personal delivery, express, priority or certified mail, postage prepaid, return receipt requested to the address set forth below. Notice shall be considered received on the latest original delivery or attempted delivery date as indicated on the return receipts of all persons and addresses to which notice is to be given. Either party may change these addresses by giving notice as provided above.

COUNTY: County of Clark
Attention: Denis Cederburg, Director, Department of Public Works
500 S. Grand Central Parkway, Suite 2066, Las Vegas, NV 89155-4000

LICENSEE: Switch, Ltd.
Attention: Construction Department
7135 S. Decatur Blvd.
Las Vegas, NV 89118

with a copy to: Switch, Ltd.
Attn: Legal Department
7135 S. Decatur Blvd.
Las Vegas, NV 89118

SECTION 12: INDEPENDENT CONTRACTOR

The relationship of the LICENSEE to the County shall be that of an independent contractor.

SECTION 13: PARTIES AND INTERESTS

This Agreement shall not bestow any rights upon any third party, but rather shall bind and benefit the County and the LICENSEE only.

SECTION 14: RESERVED

SECTION 15: SUCCESSORS AND ASSIGNS/ ASSIGNMENT

This Agreement shall be recorded with the Clark County Recorder's Office as to the Property, run with the land and be binding upon and inure to the benefit of the Parties hereto, their heirs, executors, administrators, successors, successors in interest and permitted assigns. This Agreement and license shall be binding upon and inure to the benefit of the Parties hereto, their heirs, executors, administrators, contractors, subcontractors, successors and assigns.

Should there be a termination of the Lease, transfer or establishment of a new lease with a new lessee, conveyance of ownership in the Property, or transfer or an assignment of this Agreement, the property owner, lessor, assignor or transferor and the lessee, assignee, or transferee, shall immediately notify the County and provide the County with contact information of the property owner, lessee, transferee or assignee for notification purposes set forth in Section 11, as well as provide an updated insurance certificate as required in Section 5.

The property owner, lessee, assignee, or other transferee, shall assume all obligations and be responsible for all terms and conditions of this Agreement, including, but not limited to, liability and indemnification, that pre-date the effective date of the property transfer, Lease termination, transfer or establishment of a new lease, conveyance of ownership of the Property, or assignment or transfer of this Agreement. This clause supersedes any written transfer agreement or assignment.

SECTION 16: INTEGRATION AND MODIFICATION; WAIVER

This Agreement sets forth the entire understanding between the parties as to the subject matter hereof and thereof and supersedes all prior and contemporaneous discussions, negotiations, contracts, agreements and understandings (oral or written) with respect to such subject matter. If an ambiguity or question of intent arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring any party by virtue of authorship of any of the provisions of this Agreement.

The recitals set forth above shall be incorporated into this Agreement as set forth in full.

The waiver by the County of the breach of any condition, covenant, restriction, or agreement herein contained to be kept, observed, and performed by the LICENSEE shall in no way impair the right of the County to enforce its rights upon any subsequent breach thereof.

SECTION 17: SIGNAGE

LICENSEE hereby agrees that commercial advertising is prohibited on any facility or structure within public right-of-way, including the County Property. Any signage or symbology must be approved by the County and must be in accordance with federal, state and local laws, ordinances and codes, including but not limited to NRS 484B.313 and the Manual on Uniform Traffic Control Devices.

SECTION 18: COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts (or facsimile copies thereof) shall, for all purposes, be accepted as an original, and all such counterparts shall constitute one and the same instrument binding on all of the parties hereto.

SECTION 19: HEADINGS

The headings of the sections hereof are inserted as a matter of convenience and for reference only and in no way define, limit or describe the scope of this Agreement or the meaning of any provision hereof.

SECTION 20: GOOD FAITH NEGOTIATIONS

The Parties to this Agreement, and each of them, acknowledge that: 1) this Agreement and its reduction in final written form are a result of good faith negotiations between the Parties to this Agreement through their respective attorneys; 2) the Parties to this Agreement and their attorneys have reviewed and examined this Agreement before execution and approval by said Parties or any of them; and 3) the rule of construction that ambiguities are to be construed against the drafting party will not be employed in the interpretation of this Agreement.

SECTION 21: OTHER DEVELOPMENT CONDITIONS

LICENSEE acknowledge and agree that the terms and conditions of this Agreement and License do not in any way supersede or fulfill, complete or relieve LICENSEE of other terms, conditions, requirements, duties and obligations resulting from the Improvements. The performance of this license is separate from any other agreement, license, condition, term, requirement, duty and/or obligation resulting from the Improvements.

SECTION 22: NO THIRD PARTY BENEFICIARY

This Agreement shall not bestow any rights upon any third party, but rather shall bind and benefit only the Parties to this Agreement.

SECTION 23: RECITALS

The Recitals set forth above are incorporated into and are made a part of this Agreement.

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

COUNTY:

ATTEST:

CLARK COUNTY, a political
subdivision of the State of Nevada

By: _____
Marilyn Kirkpatrick, Chair
Board of County
Commissioners

By: _____
Lynn Marie Goya
County Clerk

APPROVED AS TO FORM:

By: Laura C. Rehfeldt
Laura C. Rehfeldt
Deputy District Attorney

LICENSEE:

SWITCH, LTD.,
a Nevada limited liability company

By: Gabe Nacht
Gabe Nacht
Chief Financial Officer

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on September 28, 2021 by
Gabe Nacht, as Chief Financial Officer of SWITCH, LTD.



Cynthia M. Vry
NOTARY PUBLIC

EXHIBIT “A”

(see following page)

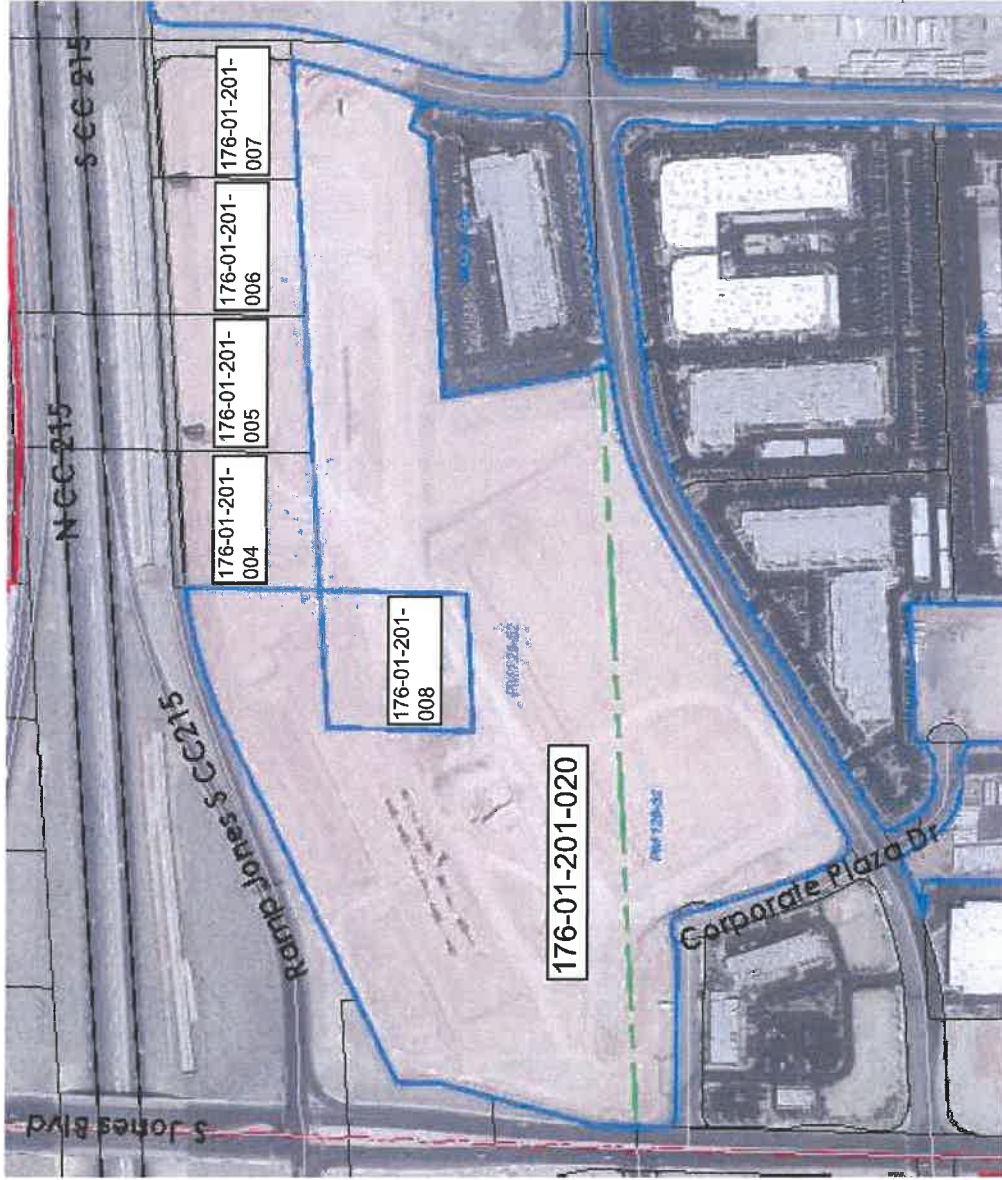


EXHIBIT “B”

(see following page)

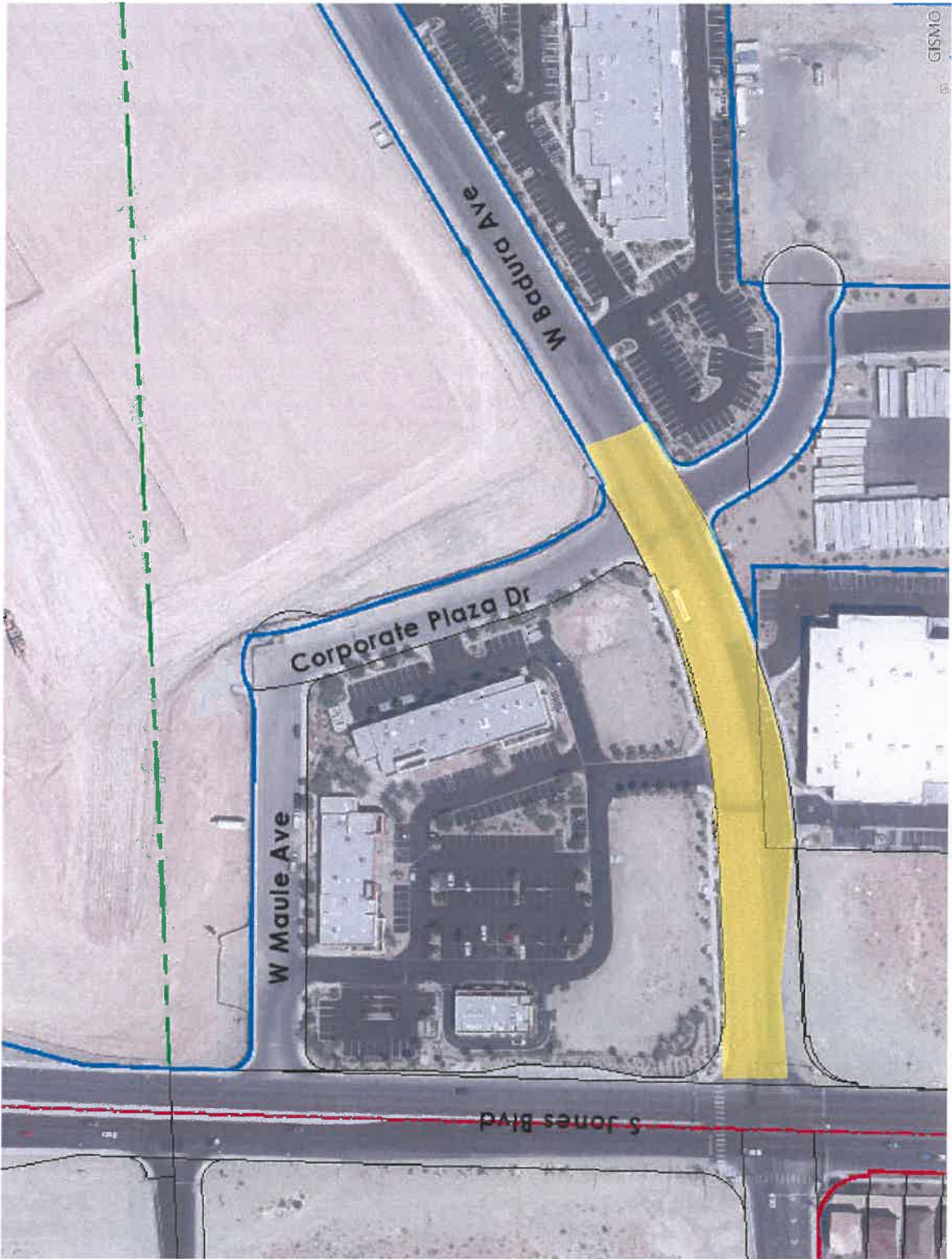
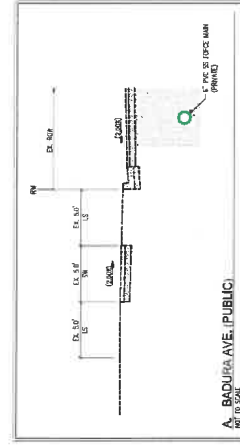


EXHIBIT “C”

(see following page)

The image is a technical site plan for a proposed road project. It features a green line representing the proposed road alignment running diagonally across the page. To the left of this alignment, there are dashed lines indicating existing boundaries and utilities. Several text annotations provide specific details about the project:

- CORPORATE PLAZA DR**: Labeled at the top center.
- BADURA AVE (EXIST.)**: Labeled along the right side of the alignment.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: Located near the top right corner.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: Another instance of the same note further down the alignment.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A third instance of the same note near the bottom right.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A fourth instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A fifth instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A sixth instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A seventh instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: An eighth instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A ninth instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A tenth instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: An eleventh instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A twelfth instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A thirteenth instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A fourteenth instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A fifteenth instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A sixteenth instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A seventeenth instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: An eighteenth instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A nineteenth instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A twentieth instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A twenty-first instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A twenty-second instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A twenty-third instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A twenty-fourth instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A twenty-fifth instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A twenty-sixth instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A twenty-seventh instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A twenty-eighth instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A twenty-ninth instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A thirtieth instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A thirty-first instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A thirty-second instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A thirty-third instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A thirty-fourth instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A thirty-fifth instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A thirty-sixth instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A thirty-seventh instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A thirty-eighth instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A thirty-ninth instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A fortieth instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A forty-first instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A forty-second instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A forty-third instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A forty-fourth instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A forty-fifth instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A forty-sixth instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A forty-seventh instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A forty-eighth instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A forty-ninth instance of the same note near the bottom left.
- CONSTRUCT 200' MAIN CLEARCUT PER DESIGN 36'-10"**: A fiftieth instance of the same note near the bottom left.



Westwood
PHONE (702) 284-5300
TOLL FREE (888) 937-5150
8740 S ARVILLE STREET SUITE 216
LAS VEGAS, NV 89118
www.westwood.com

Western Professional Services, Inc.

DATE: 9/22/21
SCALE: 1" = 30'
PROJECT #: SWH1901

SEWER FORCE MAIN LOCATION EXHIBIT



30th 60th 90th

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<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
Business Designation Group (Please select all that apply)						
<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
Number of Clark County Nevada Residents Employed: 699						
Corporate/Business Entity Name: Switch, Ltd.						
(Include d.b.a., if applicable)						
Street Address:		7135 S. Decatur Blvd.		Website: www.switch.com		
City, State and Zip Code:		Las Vegas, Nevada 89118		POC Name: Rachel Sully (rsully@switch.com)		
Telephone No:		702-286-2708		Fax No: —		
Nevada Local Street Address:				Website:		
(If different from above)						
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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)
Switch, Inc.	Manager	

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	Gabe Nächst Print Name
Chief Financial Officer Title	9/28/2021 Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below: N/A
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

- ☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

Attachment "A"

Switch, Inc., a publicly traded company (NYSE:SWCH), has the sole voting interest in and controls the management of Switch, Ltd. Accordingly, the following list reflects the Corporate Officers and Directors of Switch, Inc.

<u>Full Name</u>	<u>Title</u>
Rob Roy	Chairman, CEO and Founder
Thomas Morton	President and Chief Legal Officer
Gabe Nacht	Chief Financial Officer
Donald Snyder	Director
Tom Thomas	Director
Bryan Wolf	Director
Zareh Sarrafian	Director
Kimberly Sheehy	Director
Jason Genrich	Director