

**COMMUNICATIONS SITE LICENSE**

**BETWEEN**

**CITY OF LAS VEGAS, A NEVADA MUNICIPAL CORPORATION**

**AND**

**BELL ATLANTIC MOBILE SYSTEMS LLC D/B/A VERIZON WIRELESS**

**EFFECTIVE DATE: \_\_\_\_\_**

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## COMMUNICATIONS SITE LICENSE

This Communications Site License ("License") dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") is by and between the CITY OF LAS VEGAS, a Nevada municipal corporation (the "City"), and BELL ATLANTIC MOBILE SYSTEMS LLC D/B/A VERIZON WIRELESS ("Licensee"). The Licensee and City are sometimes collectively referred to herein as the "Parties".

### RECITALS

WHEREAS, the City, in its proprietary capacity as a Nevada municipal corporation, owns or controls certain real property located at 6208 Hargrove Ave, Las Vegas, Nevada 89107, more commonly known as Mirabelli Community Center (APN: 138-35-501-011) (the "Property"), as legally described in Exhibit A attached hereto and incorporated herein;

WHEREAS, the Property's primary use is a public community center;

WHEREAS, Licensee constructs, installs, owns, operates and/or maintains wireless communication facilities as its business;

WHEREAS, Licensee desires to license from the City certain ground space on the Property (the "License Area") for a wireless communication facility consisting of a monopole tower, equipment shelter and security fencing, together with certain additional non-exclusive space for access and utilities (the "Access/Utilities Route"), all as more particularly described and depicted in Exhibit B attached hereto and incorporated herein; and

WHEREAS, the City, in its proprietary capacity, desires to license the License Area and Access/Utilities Route on the terms and conditions in this License.

NOW, THEREFORE, for good, valuable and sufficient consideration received and acknowledged by the Parties, the City and Licensee agree as follows:

### AGREEMENT

#### 1. DEFINITIONS

The abbreviations, phrases, terms and words used in this License will have the following meanings assigned to them unless defined elsewhere in this License or context indicates otherwise. Undefined phrases, terms or words in this License will have their ordinary meanings

"Agent" means a party's agent, employee, director, officer, contractor, subcontractor or representative in relation to this License or the License Area.

"BLM" shall mean the United States Department of the Interior Bureau of Land Management.

"Broker" means any licensed real estate broker or other person who could claim a right to a commission or "finder's fee" in connection with the license(s) or other real estate rights contemplated or conveyed in this License.

"City" means the City of Las Vegas, Nevada

"City Council" means the City Council of the city of Las Vegas, Nevada.

"Claim" means any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses, whether direct or indirect.

"Environmental Costs" means any and all damages, fines, costs and fees that arise from: (i) any violation of or material noncompliance with any applicable Environmental Laws; (ii) any violation of or material noncompliance with any environmental provision in this License; (iii) immediate response, remediation and restoration actions; (iv) governmental oversight and participation; (v) actual fees and costs for project managers, attorneys, legal assistants, engineers, consultants, accountants and experts,

whether employed with the damaged party or not; (vi) any diminution in value, loss or restriction on use of the Property; and (vi) any damages, fines, costs or fees whether taxable as costs or not, incurred before, at or after any administrative or judicial proceeding, appeal or any other judicial review.

“Environmental Laws” means any and all Laws which govern materials, substances, regulated wastes, emissions, pollutants, water, storm water, ground water, wellfield and wellhead protection, cultural resources protection, animals or plants, noise or products and relate to protection for health, safety or the environment and natural resources, including land, sediments, water, groundwater and stormwater, including Hazardous Materials as defined in this License.

“Equipment” means antennas, radios and any associated utility or equipment boxes, support structures, battery backup, transmitters, receivers, amplifiers, and ancillary equipment used for radio or other wireless communication (voice, data or otherwise) transmission and/or reception, which includes without limitation the means, devices and apparatus used to attach any Equipment to any structure, and any ancillary equipment such as wiring, cabling, conduits, pipes, fiber, power feeds or similar things, any ground based equipment and/or power pedestals needed for the operation of Equipment, and any signage attached to such Equipment that may be approved by the City or required by Law.

“FCC” means the Federal Communications Commission or its duly appointed successor agency.

“Hazardous Material” means any material that, due to its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any local, regional, state or federal body with jurisdiction and responsibility for issuing Regulatory Approvals in accordance with applicable Laws to pose a present or potential hazard to human health, welfare or safety, or to the environment. The term “Hazardous Material” as used in this License will be broadly construed, and includes, without limitation, the following: (i) any material or substance defined as a “hazardous substance”, or “pollutant” or “contaminant” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified as 42 U.S.C. §§ 9601 et seq.) or (ii) any petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids.

“Indemnified City Party(ies)” means the City and its Agents, Invitees, elected and appointed officials and volunteers.

“Investigate and Remediate” means the undertaking of any activities to determine the nature and extent of Hazardous Material that may be located in, on, under or about the License Area or that has been, is being, or is in danger of being Released into the environment, and to clean up, remove, contain, treat, stabilize, monitor or otherwise control such Hazardous Material.

“Invitee” means the client, customer, invited guest, tenant, subtenant, licensee, assignee and/or sublicensee of a party in relation to the License Area.

“Laws” means all present and future statutes, ordinances, codes, orders, policies, regulations and implementing requirements and restrictions by federal, state, county and/or municipal authorities, whether foreseen or unforeseen, ordinary as well as extraordinary, as adopted or as amended at the time in question.

“Regulatory Approvals” means all governmental or regulatory licenses, permits and other approvals necessary for Licensee to install, operate and maintain Equipment on the License Area.

“Release” when used with respect to Hazardous Material includes any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing on, under or about the License Area, the Property, other City property or the environment.

“RF” means radio frequency or electromagnetic waves

## **2. LICENSE AREA**

### **2.1. Grant and Scope**

Subject to the terms and conditions in this License, the City, in its proprietary capacity as the Property owner, licenses to Licensee the License Area, together with a non-exclusive right to use the Access/Utilities Route, for only the Permitted Use (as defined below in Section 3.1) and for no other purpose whatsoever without the City’s prior written consent, which the City may withhold in its sole and absolute discretion for any or no reason. Licensee acknowledges that this License is not coupled with an interest. This License and all Licensee’s rights and/or privileges to use the License Area and the Access/Utilities Route will remain subject and subordinate to all leases, subleases, licenses, sublicenses, easements, reservations, covenants, conditions, restrictions and exceptions, whether recorded or unrecorded, that exist prior to the Effective Date.

### **2.2. License Area Condition**

Except as may be specifically and explicitly provided otherwise in this License, the City makes no warranties or representations whatsoever about the Property’s, License Area’s or Access/Utilities Route’s condition, fitness or suitability for Licensee’s use. Licensee expressly warrants and represents to the City that Licensee or its Agent inspected the Property, License Area and Access/Utilities Route, and any environmental or other conditions on the Property, License Area and Access/Utility Route, and accepts the License Area and Access/Utilities Route in its present “AS-IS” and “WITH ALL FAULTS” condition. Licensee expressly acknowledges and agrees that neither the City nor its Agents made any warranties, representations or promises to Licensee or its Agents about the Property, License Area or Access/Utilities Route, whether in whole or in part, or any aspect about the Property, License Area or Access/Utilities Route, which includes, without limitation, any structures or improvements, utilities or Hazardous Substances

### **2.3. Subsurface and Utility Improvement Rights**

The City reserves the right to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, stormwater sewers, pipelines, manholes and connections; water, oil, and gas pipelines; telephone and telegraph power lines; and the appliances and appurtenances necessary or convenient in connection therewith, in, over, upon, through, across and along the License Area, and any part thereof, and to enter the License Area for any and all such purposes. The City also reserves the right to grant franchises, easements, rights-of-way and permits in, over, upon, through, across and along any and all portions of the License Area for the installation, operation and maintenance of public utilities. The City shall not exercise any rights reserved under this Section 2.3 in a manner that unreasonably interferes with Licensee’s operations or access under this License or to impair the security of any secured creditor of Licensee. The City agrees that rights granted to third parties by reason of this Section 2.3 must contain provisions that the surface of the License Area will be restored as nearly as practicable to its original condition upon the completion of any construction.

## **3. USE; ACCESS; UTILITIES**

### **3.1. Permitted Use; Equipment**

After the Effective Date, Licensee may use the License Area to construct, install, operate, maintain, remove and repair the Equipment, in the locations and configurations more particularly described in Exhibit C attached hereto and incorporated herein (the “Approved Plans”), to transmit and receive wireless communications signals operated in compliance with all applicable Laws (the “Permitted Use”), for purposes reasonably necessary to accomplish the Permitted Use, but for no other purpose whatsoever without the City’s prior written consent, which the City may withhold for any or no reason in the City’s sole discretion.

### **3.2. Prohibited Uses**

Licensee shall not use the License Area or any areas on the Property (whether in whole or in part) for (i) the redistribution of video signals to third parties; (ii) the redistribution of radio frequencies not directly related to the Equipment; (iii) providing cable service or operating a cable system as defined by the City Code of the City of Las Vegas or the Cable Act of 1984 as amended by the Telecommunications Act of 1996; or (iv) in any unlawful manner or for any illegal purpose. In addition, Licensee shall not use the License Area in whole or in part in any manner that interferes with the maintenance, operation or future operation of the City's community center, or constitutes a nuisance either under applicable Laws or as determined by the City in its sole but reasonable discretion. Licensee shall take reasonable precautions to eliminate any nuisances or hazards in connection with its uses and activities on or about the License Area. Licensee acknowledges and agrees that its rights under this License do not authorize Licensee to erect, post or maintain, or permit others to erect, post or maintain, any signs, notices, graphics or advertisements whatsoever on the License Area, except signs that may be required under applicable Laws for site identification and/or public health and safety reasons. Licensee shall not permit the License Area or Access/Utilities Route to be used by any third parties at any time during the Term in a manner that would impair the City's title to or interest in the License Area or Access/Utilities Route or in such a manner as would cause a claim or claims of adverse possession, adverse use, prescription or other similar claims in, to or with respect to the License Area or Access/Utilities Route.

### **3.3. Tests and Surveys**

At any time throughout the Term, Licensee will have the right, but not the obligation, to conduct necessary tests, surveys and other reasonably necessary inspections (collectively "Tests") on the License Area and/or Access/Utilities Route to determine suitability for the Permitted Use; provided that: (i) Licensee has first furnished the City with all up-to-date insurance documentation required in Section 12 (Insurance) under this License; (ii) Licensee has provided the City with at least 72 hours' prior notice; (iii) Licensee complies with all the City's reasonable rules and regulations necessary to avoid undue interference with other authorized activities or operations on the Property; and (iv) Licensee shall promptly return any areas on the Property affected by any Tests to the condition that existed immediately prior to such Tests, reasonable wear and tear excepted.

### **3.4. Access by Licensee**

Except as may be specifically provided otherwise in this License, Licensee may use the Access/Utilities Route, 24-hours-per-day and seven-days-per-week, for overland vehicular and pedestrian ingress and egress between the License Area and Hargrove Avenue for purposes reasonably related to the Permitted Use. The City may impose reasonable rules and regulations on the manner in which Licensee uses the Access/Utilities Route, which includes without limitation rules and regulations (i) for the locations in which Licensee, its Agents, Invitees and other personnel may park vehicles and equipment on the Access/Utilities Route; (ii) necessary to secure the Property; and (iii) necessary to ensure access to the Property for all users authorized by the City. The City shall provide any reasonable rules and regulations to Licensee in writing in advance. The City will issue to Licensee, and Licensee shall safeguard and not share with others, any keys or codes necessary to access the License Area via the Access/Utilities Route

### **3.5. City's Access to License Area**

The City and its Agents may, after reasonable advance written notice and at any time without advance notice in case of emergency (but with notice to Licensee as soon as reasonably practicable) or for any purpose related to protecting the Property, enter onto and inspect the License Area. During the six (6) months before the expiration of the Term, the City may exhibit the License Area to prospective licensees at times approved by Licensee and in the presence of Licensee or its Agent. In the



event of an emergency, the City may enter on or pass through the License Area. If, under such emergency circumstances, Licensee is not present to open the License Area, the City may enter by any means without liability to Licensee except for failure to exercise reasonable care under the circumstances. The City's *actions under this Section 3.5 will not constitute an actual or constructive eviction or relieve Licensee of* any obligation with respect to making any repair, replacement, or improvement or complying with any law, order, or requirement of any government or other authority. No provision of this Section 3.5 shall be construed as obligating the City to perform any maintenance, repairs, alterations or improvements.

### **3.6. Utilities**

Licensee shall be solely responsible to secure its own utilities for its Permitted Use and will not be permitted to submeter from any electrical service provided to the City. Licensee shall timely pay when due all charges for all utilities furnished to the Equipment.

### **3.7. Construction, Installation and Other Work**

#### **3.7.1. Structural Review**

Licensee may not commence any construction or installation activities on the Property that involve new structures or increased loading on existing structures without prior written approval from the City Engineer or the City Engineer's designee. Licensee shall submit its written request for approval together with complete engineering plans, specifications and a structural analysis report, all in a form reasonably acceptable to the City Engineer. The City Engineer may (but is not obligated to) review all or part of such materials and may reasonably approve, conditionally approve or reject them for cause.

#### **3.7.2. Performance Standards**

Licensee, its Agents, employees, contractors and subcontractors shall perform all work on the Property and License Area in a good, safe and skillful manner, in strict compliance with the Approved Plans and all applicable Laws. All installed Equipment must be high quality, safe, fire resistant, modern in design and attractive in appearance, all as approved by the City.

#### **3.7.3. Licensee's Contractors**

Licensee shall use only qualified and trained persons and appropriately licensed contractors for all work performed on or about the License Area. At least 10 business days before any work commences on or about the License Area that requires the City's prior approval, Licensee shall provide the City with: (i) a schedule with all activities to be performed in connection with the work; and (ii) a list with all the names, contractor's license numbers and business addresses for all contractors who will be physically present on the Property.

#### **3.7.4. Labor and Material Costs**

Licensee shall be responsible for all direct and indirect costs (labor, materials, and overhead) in connection with designing, purchasing and installing all Equipment in accordance with the Approved Plans and all applicable Laws. Licensee shall timely pay for all labor, materials, Equipment and all professional services related to the Permitted Use or furnished to the License Area at Licensee's direction or for Licensee's benefit.

#### **3.7.6. Coordination; Supervision**

Licensee must coordinate all its installation, construction and other work on or about the License Area with the City so as to avoid any interference (physical, electronic or otherwise) with any existing utilities, substructures, facilities, communication transmission or reception equipment used by others or the City's operations. the City may, but will not be obligated to, supervise any construction activities in connection with this License that require the City's prior review and approval. Upon a written demand from the City, Licensee shall reimburse the City for its reasonable cost to

supervise such construction activities.

#### **3.7.7. Staging Area**

For no more than 90 continuous days after Licensee commences construction work, or such longer period as mutually agreed to by the Parties, Licensee may use, on a temporary and non-exclusive basis, certain space on the Property contiguous with the License Area to the extent reasonably necessary to construct and/or install the Equipment and subject to the City's prior written approval not to be unreasonably withheld ("Staging Area"). The City may withhold or revoke its consent to allow Licensee's to use any Staging Area when Licensee's use unreasonably interferes with other persons or entities authorized to use the Property.

#### **3.7.8. As-Built Site Plans**

Within 90 days after Licensee completes any subsurface construction, installation or other work on the Property that requires the City's prior review and approval, Licensee shall furnish the City with as-built site plans that depict all the subsurface Equipment and any improvements in the then-current location and configuration. Licensee shall also provide such as-built site plans in a native or portable document format.

### **3.8. Modifications to Equipment or the License Area**

Except as expressly provided otherwise in this License, Licensee may not modify or alter the Equipment or the License Area in any manner other than as shown on the Approved Plans without the City's prior written consent, which the City will not unreasonably withhold or condition. Any such consent shall be memorialized in an amendment to this License with a revised **Exhibit C** that shows all Equipment and other improvements to be built, modified or altered.

### **3.9. Routine Maintenance**

Routine maintenance means ensuring that the Equipment and License Area is kept in good operating condition, in good aesthetic condition in accordance with the Approved Plans and in safe condition in accordance with all applicable Laws ("Routine Maintenance"). Routine Maintenance includes, but is not limited to, inspections, testing and repairs that are not otherwise modifications or alterations pursuant to Section 3.8 (Modifications to Equipment or the License Area). Routine Maintenance also includes like-for-like Equipment replacements but does not include additional Equipment installations not shown on the Approved Plans or replacement Equipment of different dimensions or weight. Licensee shall notify the City of any Routine Maintenance at least 48 hours in advance of the maintenance by e-mail to RealEstateSection@LasVegasNevada.gov. Such notice of Routine Maintenance must include (i) a schedule with all activities to be performed in connection with the Routine Maintenance; and (ii) a list with all the names, contractor's license numbers and business addresses for all contractors who will be physically present at the Property.

## **4. TERM**

### **4.1. Initial Term; Renewal Terms**

The initial term under this License (the "Initial Term") will commence on the Effective Date and automatically expire five (5) years from the Effective Date, unless earlier terminated in accordance with this License. Licensee may renew license for four (4) additional terms of five (5) years (each, a "Renewal Term") so long as Licensee is not in default and Licensee makes a written request to the City no later than ninety (90) days prior to end of the Initial Term or any Renewal Term. Approval of any Renewal Term requires the City's prior written consent, which the City, in the City's sole discretion, may withhold or condition. If neither party takes any action prior to the end of the Initial Term or any Renewal Term, this License shall expire at the end of the Initial Term or any Renewal Term, as applicable. The Parties refer to the Initial Term and any applicable Renewal Term(s) as the "Term".

#### **4.2. Holdover Term**

Licensee will have no right or privilege whatsoever to use or occupy the License Area or Access/Utilities Route in any manner or for any purpose after this License expires or terminates. In the event that Licensee continues to use or occupy the License Area or Access/Utilities Route after this License expires or terminates, this License will automatically convert to a month-to-month license on the same terms and conditions (the "Holdover Term"), except that. (i) the License Fee (as defined below in Section 5.1) will be automatically increased to two hundred percent (150%) over the License Fee payable in the immediately previous year (the "Holdover Fee"), and will continue to increase in accordance with Section 5.2 (Annual License Fee Adjustments); and (ii) either the City or Licensee may terminate such license on 30 days' written notice for any or no reason.

### **5. LICENSE FEE AND OTHER PAYMENTS**

#### **5.1. License Fee**

Commencing on the first day of the month following the Effective Date, Licensee shall pay the City three thousand six hundred fifty and 00/100 Dollars (\$3,650.00) (the "License Fee") on or before the first calendar day of each month, in advance, without any prior demand, setoff, deduction or counterclaim for any reason. The initial License Fee payment shall be due within sixty (60) days after the Effective Date.

#### **5.2. Annual License Fee Adjustments**

On January 1 each year throughout the Term, the License Fee will be automatically increased three percent (3%) over the License Fee payable in the immediately previous year.

#### **5.3. Late Charges**

In the event that Licensee fails to pay any License Fee or any other amount payable to the City within five days after the City notifies that such amounts are due and unpaid, such amounts will be subject to a late charge equal to five percent (5%) of unpaid amounts.

#### **5.4. Interest**

Any License Fees and all other amounts payable to the City other than late charges will bear interest at ten percent (10%) per annum or the highest rate permitted by applicable Law (whichever is greater) from the due date when not paid within five days after due and payable to the City. Any sums received shall be first applied towards any interest, then to the late charge and lastly to principle amount owed. Any interest or late charge payments will not alone excuse or cure any default by Licensee.

#### **5.5. Administrative Fee**

Within sixty (60) days after the Parties fully execute this License, Licensee shall pay to the City a nonrefundable administrative fee equal to three thousand and 00/100 Dollars (\$3,000.00) (the "Administrative Fee") to cover the City's costs to review and execute this License. The Administrative Fee shall not be any offset to any License Fees owed pursuant to Section 5.1 (License Fee) and is fully earned by the City upon the full execution of this License.

#### **5.6. Payment Procedures**

Licensee shall deliver all payments due under this License, paid monthly in advance, to the City of Las Vegas, Attn: Finance Department, 495 S Main St, 4<sup>th</sup> Floor, Las Vegas, NV 89101. The designated place of payment may be changed from time-to-time upon written notice. Payments must be made by check payable to the City of Las Vegas. No payment by Licensee or receipt by the City of a lesser amount than payment due will be deemed to be other than a payment made on account for the total payment due, nor will any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction. The City's acceptance of such checks or payment will be without prejudice to the City's right to recover the balance of the amount due or pursue any other

remedy in this License. Upon agreement of the Parties, Licensee may pay License Fees by electronic funds transfer and, in such event, the City agrees to provide to Licensee bank routing information for such purpose upon request of Licensee.

## **6. GOVERNMENTAL APPROVALS**

### **6.1. Proprietary Capacity Acknowledgement**

The City and Licensee expressly acknowledge and agree the City enters this License solely in its proprietary capacity as the owner or controller of the Property and not in its capacity as a regulatory agency. Licensee acknowledges and agrees that any federal or state Laws applicable to the City in its regulatory capacity will not be applicable to the City in its proprietary capacity and Licensee will not seek to have such Laws applied to the City or any approval, disapproval, act or failure to act in connection with this License. Licensee further acknowledges and agrees that: (i) only the terms and conditions in this License will govern the criteria and timeframes for the City's decisions or actions in its proprietary capacity in response to Licensee's requests for approvals in connection with this License; (ii) any approval or disapproval the City may issue in its proprietary capacity in connection with this License will not be deemed to be an approval or disapproval the City may be required to issue in its regulatory capacity, if any; and (iii) any approval or disapproval the City may issue in its proprietary capacity will not give preference to Licensee or Licensee's applications over other persons' or applications in any regulatory proceeding solely based on this proprietary relationship.

### **6.2. Permits and Other Regulatory Approvals**

Licensee shall not commence any work at the Property until Licensee obtains all necessary Regulatory Approvals, which includes without limitation a use permit, design review permit and any other permit obtained through any other City department. Subject to the provisions and limitations in Section 6.1 (Proprietary Capacity Acknowledgment), and only to the extent permissible under applicable Laws, the City will reasonably cooperate with Licensee's efforts to obtain and maintain all necessary Regulatory Approvals.

## **7. MAINTENANCE**

### **7.1. Licensee's Maintenance Obligations**

At all times throughout the Term, Licensee shall maintain, repair and secure its Equipment and all other personal property and improvements brought onto the Property in good, orderly and safe condition. Licensee shall keep the License Area free of debris, graffiti and any other dangerous, noxious or offensive condition which would create a hazard or undue vibration, heat, noise or interference, and shall correct any such conditions within 48 hours after receipt of written notice.

### **7.2. City's Maintenance Obligations**

The City shall not be responsible for repairs or maintenance in connection with the Equipment, License Area (which includes the Staging Area during Licensee's use) or for any associated costs except to the extent caused by the City or its Agents. The City shall maintain, at its sole expense, the Access/Utilities Route in a manner sufficient to allow access, weather and seasonal conditions permitting. For Access/Utilities Route maintenance purposes, the City, in its sole discretion, shall assess Licensee an annual Access/Utilities Route maintenance fee in an amount reasonably proportional to the accelerated wear and tear to the extent caused by Licensee's use. Licensee acknowledges that the Access/Utilities Route as currently constructed and maintained is sufficient to provide it with access. The City, under no circumstances, shall be required to expand or enlarge the Access/Utilities Route. The Access/Utilities Route may be altered in design or location by the City provided that the alteration does not materially impair Licensee's ability to access the License Area. If Licensee causes any damage to the Access/Utilities Route, Licensee shall promptly repair same at its sole expense.

## **8. INTERFERENCE**

### **8.1. Licensee's Interference Obligations**

Licensee shall not operate the Equipment, cause or allow others to operate the Equipment or use the License Area in a manner that causes interference with other communication transmission or reception equipment lawfully used by the City, its Agents or any third parties authorized by the City to use the Property. Any such interference will be deemed a default under this License and, after Licensee receives notice that such interference exists, Licensee will be responsible to promptly eliminate any such interference at no cost to the City. The City agrees to reasonably cooperate with Licensee's efforts to locate the interference source. In the event that Licensee does not promptly cure such interference within seventy-two (72) hours following notice, Licensee shall reduce power or cease operations of the interfering equipment until the interference is cured. The Parties acknowledge that continued interference with communication transmission or reception equipment lawfully used by the City, its Agents or any third parties authorized by the City to use the Property may result in irreparable harm and, therefore, the City will have the right to bring an action against Licensee to enjoin such interference or terminate this License.

### **8.2. City's Interference Obligations**

The City shall not operate commercial communications equipment on the Property, or cause or allow any third parties authorized by the City to use the Property to operate commercial communications equipment on the Property, in a manner that causes interference with other communication transmission or reception equipment lawfully used by Licensee, its Agents or Invitees. Any such interference will be deemed a default under this License and, after the City receives notice that such interference exists, the City will be responsible to use best efforts to cause such interference to cease. Licensee agrees to reasonably cooperate with the City's efforts to locate the interference source. In the event that the City does not promptly cure such interference within seventy-two (72) hours following notice, the City shall take reasonable steps to cause the other user to reduce power or cease operations of the interfering equipment until the interference is cured. The Parties acknowledge that continued interference with communication transmission or reception equipment lawfully used by Licensee, its Agents or Invitees may result in irreparable harm and, therefore, Licensee will have the right to bring an action to enjoin such interference or terminate this License. Nothing in this Section 8.2 is intended to limit, prohibit or enjoin the City from entering into any agreements with any third parties for uses on the Property similar to the Permitted Use. If the City installs, modifies or replaces any commercial communications equipment on the Property following the date of Licensee's initial installation of Licensee's Equipment in the License Area, the City may, prior to any such installation, modification or replacement, provide written notice to Licensee requesting that Licensee evaluate the proposed installation, modification or replacement for potential interference with Licensee's Equipment. Licensee shall acknowledge such notice within 10 business days following receipt and reasonably cooperate with such evaluation request from the City, including but not limited to conducting analyses or tests, at Licensee's sole cost and expense. If Licensee fails to acknowledge the City's notice or reasonably cooperate with the City's evaluation request, any subsequent interference with Licensee's Equipment from the City's commercial communications equipment shall not be deemed a default by the City under this License. Licensee further acknowledges that the City may use communications equipment on the Property in connection with its police, governmental or public safety communications systems. Notwithstanding anything in this License to the contrary, the City's physical placement and operation of such communications systems that may be in proximity to Licensee's Equipment will not constitute interference as that term is used in this Section 8.

### **8.3. City's Governmental Communications**

Licensee acknowledges that the City may use communications equipment on the Property in connection with its governmental or regulatory functions, that such equipment and/or the frequencies on which such equipment operates may change from time to time, and that communications in connection with the City's governmental or regulatory functions are paramount over Licensee's operations. Notwithstanding anything in this License to the contrary, any interference with Licensee's operations or Equipment caused by any communications equipment used by the City in its governmental or regulatory capacity in connection with its governmental or regulatory functions: (i) will not be a default under this License; (ii) will not entitle Licensee to demand a cure to such interference; and (iii) will not entitle Licensee to bring any judicial action for any injunction. Notwithstanding the foregoing, the City agrees to reasonably cooperate with Licensee's efforts to locate the interference source and make a good faith effort to resolve the interference with Licensee's operations or Equipment in a manner that does not diminish the City's governmental or regulatory functions and use of its communications equipment. The provisions in this Section 8.3 shall not preclude Licensee's right to seek relief from the FCC in accordance with the FCC's rules and regulations.

## **9. TAXES**

### **9.1. Title to Licensee's Equipment and Improvements**

All Equipment and other improvements constructed, installed or placed on the License Area or Access/Utilities Route by Licensee or at Licensee's request or direction will be and at all times remain Licensee's personal property and will not be deemed fixtures or real property for any purpose, whether such objects would be deemed fixtures or real property under applicable Laws or not.

### **9.2. Licensee's Tax and Assessment Obligations**

Licensee agrees to pay when due and prior to delinquency any and all taxes, assessments, charges, excises and exactions whatsoever (collectively, "**Impositions**"), which includes without limitation any possessory interest taxes, that arise from or in connection with Licensee's uses on the License Area or the Equipment that may be imposed on Licensee under Law. Licensee shall not allow or suffer any lien for any Impositions to be imposed on the License Area or Equipment. In the event that the City receives any Imposition notices on or in connection with the License Area or Equipment, the City shall promptly (but in no event later than 30 calendar days after receipt) forward the same, together with reasonably sufficient written documentation that details any increases in the taxable or assessable amount attributable to the Equipment.

### **9.3. Licensee's Right to Contest Taxes or Assessments**

Licensee will have the right to contest any Impositions that Licensee disputes in good faith, so long as no lien attaches to the Property and Licensee complies with any bond, deposit, collateral or other requirements under applicable Law.

## **10. LIENS**

Licensee shall keep the License Area free and clear from any and all liens or other impositions in connection with any work performed, material furnished or obligations incurred by or for Licensee. Licensee will inform all contractors and material suppliers that provide any work, service, equipment or material to Licensee in connection with the License Area that the License Area is public property not subject to any mechanics' liens or stop notices. If any Licensee contractor or material supplier files any lien or imposition that attaches to the License Area, Licensee shall promptly (but in no case later than 30 days after discovery) cause such lien or imposition to be released. In the event that Licensee does not cause such lien or imposition to be released within the 30-day period, the City will have the right, but not the obligation, to cause such lien or imposition to be released in any manner the City deems proper, which includes without limitation payment to the lienholder, with or without notice to Licensee. Licensee shall reimburse the City for all costs and expenses incurred to cause such lien or imposition to be released.

(which includes without limitation reasonable attorneys' fees) within 10 days after Licensee receives a written demand from the City together with reasonable documentation to support such costs and expenses

## **11. INDEMNIFICATION**

### **11.1. General Indemnification Obligations**

Licensee, for itself and its successors and assigns, shall indemnify, defend and hold the Indemnified City Parties harmless from and against any and all Claims, incurred in connection with or arising in whole or in part from any act or omission by Licensee or its Agents, licensees, customers or invitees in connection with this License or any Equipment, whether any negligence may be attributed to any Indemnified City Parties or not, whether any liability without fault is imposed or sought to be imposed on any Indemnified City Parties or not, but except to the extent that that such Claim is directly and exclusively caused by the City's sole active negligence or willful misconduct. Licensee's obligations under this Section 11 includes, without limitation, all reasonable fees, reasonable costs and expenses for attorneys, consultants and experts, and the City's actual costs to investigate and defend against any Claim. Licensee expressly acknowledges and agrees that: (i) Licensee has an immediate and independent obligation to defend any Indemnified City Parties from any Claim that actually or potentially falls within this Section 11, even when the allegations in the Claim are or appear to be groundless, fraudulent or false; and (ii) Licensee's obligations arise at the time any Indemnified City Parties tender a Claim to Licensee and continue until such Claim's final, non-appealable resolution. Licensee's obligations under this Section 11 shall survive this License's revocation, termination or expiration.

### **11.2. Licensee's Indemnification for Personnel Injuries**

Licensee acknowledges that (i) the City has delegated to Licensee control over the License Area; and (ii) the City is not a co-employer of any employee of Licensee or any employee of Licensee's Agents, and the City shall not be liable for any Claim by Licensee's or its Agent's employee(s), except to the extent that that such Claim is directly and exclusively caused by the Authority's sole active negligence or willful misconduct. Licensee agrees to fully indemnify, defend and hold the City harmless in the same manner as provided in Section 11.1 (General Indemnification Obligations) against any Claim by any employee of Licensee or its Agents that arises in connection with Licensee's or its Agents' access, uses or other activities on or about the License Area, except to the extent that that such Claim is directly and exclusively caused by the Authority's sole active negligence or willful misconduct.

### **11.3. Licensee's Defense Obligations**

If any Claim is brought against any Indemnified City Parties in connection with any subject matter for which any Indemnified City Parties are indemnified by Licensee under this License, Licensee shall, upon written notice and at Licensee's sole cost and expense, resist and defend against such Claim with competent and experienced legal counsel reasonably acceptable to the City. The City shall not unreasonably withhold or delay its consent to legal counsel selected by Licensee; provided, however, that the City has the absolute right to reject any proposed legal counsel that: (i) has less than 10 years' direct experience representing public agencies in similar actions or proceedings as those brought against the Indemnified City Parties; (ii) is not duly licensed to practice law in the State of Nevada by the State Bar of Nevada; (iii) has any past or pending disciplinary actions by any United States tribunal or state bar association; or (iv) has any actual or potential conflicts of interest with any Indemnified City Parties who would be represented by such proposed legal counsel. Licensee shall not, without the City's written consent, enter into any compromise or settlement agreement on any Indemnified City Parties' behalf that: (i) admits any liability, culpability or fault whatsoever on any Indemnified City Parties' part; or (ii) requires any Indemnified City Party to take or refrain from any action, which includes without limitation

any change in the City's policies or any monetary payments. Nothing in this License shall be construed to limit or preclude any Indemnified City Parties or their respective legal counsel from cooperating with Licensee and/or participating in any judicial, administrative, alternative dispute resolution or other litigation or proceeding. Licensee's obligations under this Section 11.3 shall survive this License's revocation, termination or expiration.

## **12. INSURANCE**

Prior to any construction, installation or other work by Licensee or its contractors or subcontractors in, on, under or above the Property, Licensee shall comply with all insurance requirements and other obligations contained in **Exhibit D** (Licensee's Insurance Obligations), attached hereto and incorporated herein, and shall provide the City with all required certificates and endorsements shall require its contractors or subcontractors to comply with substantially the same insurance requirements and other obligations contained in **Exhibit D**. To the extent designed to assure protection from and against the kind and extent of risk that may exist under the activities subject to this License, the City shall have the right to amend or replace the insurance requirements and other obligations contained in **Exhibit D** on sixty (60) days' prior written notice to Licensee. Any noncompliance with any insurance requirements in this License by Licensee or its contractors or subcontractors shall be a material default by Licensee.

## **13. ASSIGNMENT; SUBLICENSE**

### **13.1. Assignment**

Licensee may assign this License at any time without the City's consent (i) to any of Licensee's partners or parent firms; (ii) to Licensee's successors-in-interest; (iii) in connection with the sale, exchange, or other transfer of Licensee's FCC authorization for the geographic market area in which the License Area is located or substantially all of Licensee's assets in the geographic market area where the License Area is located; or (iv) in connection with any financing, loan, security interest, pledge, or mortgage of Lessee's property. Any other assignment shall require the City's prior written approval, subject to the City's sole and absolute discretion. Any assignment that violates this Section 13.1 shall be deemed void and without any legal effect whatsoever, and the City shall have the right (but not the obligation) to terminate this License upon written notice to Licensee. This Section 13.1 shall not preclude Licensee's right to enter into a standard roaming agreement allowing subscribers of other wireless carriers to use the Equipment specifically constructed for Licensee's use.

### **13.2. Sublicense**

Licensee shall not sublicense or in any other manner allow a third party to occupy or use the License Area and/or support structure without the City's prior written consent, which the City, in the City's sole discretion, may withhold or condition. The City may, in its sole discretion, require any sublicense or any third party occupancy of use of the License Area may require an a modification to the License Fee, including an additional fee for said co-location. Any act that violates this Section 13.2 shall be deemed to be a material default by Licensee and the City shall have the right (but not the obligation) to exclude any unauthorized third parties from the Property.

Licensee is further advised that if the License Area is on BLM leased or patented lands, any sublicenses or third party occupancy or use of the License Area and/or support structure are problematic and will not be approved until such time the BLM Southern Nevada District Office provides clear guidance regarding the City's ability to approve the co-locations contemplated in this Section 13.2.

### **13.3. Continuing Obligations after Transfer**

No assignment, sublicense or other transfer, whether with the City's consent or not, will relieve Licensee from any obligation under this License unless: (i) the City expressly releases Licensee from such obligations in a written release signed by the City; (ii) Licensee's transferee demonstrates the



present ability to perform such obligations to the City's satisfaction; and (iii) Licensee's transferee expressly and irrevocably assumes such obligations in a writing signed by Licensee's transferee. Any assignment, sublicense or other transfer that is not in compliance with this Section 13 (Assignment; Sublicense) will be deemed to be a material default by Licensee. Any payment by any third-party person or entity accepted by the City in connection with this License will not be deemed to waive any provision or obligation in this License or be construed to be consent by the City to any assignment or sublicense.

#### **14. DEFAULT; REMEDIES**

##### **14.1. Defaults and Cure Periods**

The Parties agree that it will be a default under this License when either the City or Licensee: (i) fails to tender any sums payable pursuant to this License when due, and such failure continues for 10 days after notice from the non-defaulting party; or (ii) fails to perform any non-monetary term, provision, covenant or obligation under this License, and such failure continues for 30 days after notice from the non-defaulting party. Notwithstanding the foregoing sentence, said 30-day cure period will be reasonably extended when the default cannot be cured within 30 days and the defaulting party commences to cure within said 30-day cure period and diligently pursues the cure to completion.

##### **14.2. Sums Paid During Default**

Neither Licensee's payment nor the City's or its Agents' acceptance of any License Fees or any other sums due to the City or its Agents under this License during any such default will be deemed to cure any such default, waive the City's right to demand material compliance with such obligation, term, covenant or condition or be deemed to be an accord and satisfaction for any Claim the City may have for further or additional sums.

##### **14.3. Mutual Waiver of Consequential Damages**

Notwithstanding anything to the contrary contained in this License, whether the cause of any damages, loss, or liability is insurable, insured, or not insured, foreseen, or unforeseen, in no event shall either Party be responsible or liable to the other Party for anticipatory profits or any indirect, special, incidental, or consequential damages of any kind or nature arising directly or indirectly in connection with the construction, use, or operation of the Premises or the exercise of any rights related thereto. The foregoing shall apply regardless of the fault, negligence, or strict liability of either Party and shall apply whether such losses or damages are based on an action or claim in contract or tort, including negligence, strict liability, or otherwise.

##### **14.4. No Personal Liability**

No elected or appointive board, agency, member, officer, employee or other Agent of the City will be personally liable to Licensee, its successors and assigns, in the event of any default or breach by the City or for any amount which may become due to Licensee, its successors and assigns, or for any obligation of the City under this License.

##### **14.5. No Relocation Assistance**

This License does not create any right in Licensee to receive any relocation assistance or payment for any reason under the Acquisition of Real Property and Assistance in Relocation Law (NRS Chapter 342) or the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. §§ 4601 *et seq.*), as either may be amended or superseded, or any similar Laws upon or after any termination. To the extent that any such Laws may apply, Licensee waives, releases and relinquishes forever any and all Claims that it may have against the City for any compensation from the City except as provided in Section 18 (Condemnation).

##### **14.6. Cumulative Remedies**

Except as may be specifically provided otherwise in this License, any and all rights,

benefits and/or remedies provided or afforded to either the City or Licensee under this License or any other instrument or document executed pursuant to this License are and will be cumulative and not exclusive of any legal or equitable rights, benefits or remedies available to either the City or Licensee under applicable Laws.

## **15. TERMINATION**

### **15.1. Grounds for Termination**

In addition to any other provision in this License that authorizes the City or Licensee to terminate this License, this License may be terminated as follows:

- (1) by either the City or Licensee upon 30 days' written notice when the other remains in default beyond any applicable cure period, as may be extended.
- (2). RESERVED.
- (3). RESERVED.
- (4). by Licensee upon 30 days' written notice to the City at any time after the Effective Date for any or no reason.
- (5). by City upon 180 days' written notice during any Renewal Term.
- (6). by City upon 90 day's written notice during any Term if due to the presence of the City receives a Notice of Non-Compliance of the terms of the City's BLM lease or patent.

### **15.2. Early Termination Fee**

If Licensee elects to terminate this License pursuant to Section 15.1(4), Licensee shall include with its termination notice a lump-sum payable to the City equal to twelve (12) months' of the then-current License. Licensee will not be obligated to pay any early termination fee if Licensee terminates this pursuant to Section 15.1(1).

## **16. REMOVAL AND RESTORATION**

Licensee shall remove all Equipment at its sole expense upon the expiration or within 90 days of earlier termination of this License, including but not limited to facilities used to house Equipment that the City does not elect to retain and provide reasonable advance written notice to Licensee of such election. Licensee shall repair any damage to the License Area caused by such removal and shall return the License Area to the condition which existed on the Effective Date, reasonable wear and tear and damage beyond the control or without the fault or neglect of Licensee excepted. Without limiting the generality of the foregoing, Licensee shall remove all footings, foundations, utilities, wiring and conduits. Lessee shall be deemed in actual possession of the License Area until and unless it completely removes its personal property and restores the License Area consistent with this Section 16.

## **17. ENVIRONMENTAL PROVISIONS**

### **17.1. Licensee's General Environmental Obligations**

Licensee, its Agents and Invitees may use only those Hazardous Substances on or about the Property that are normally associated with the Permitted Use, and only in strict compliance with all applicable Environmental Laws. Licensee shall use reasonable efforts to minimize Hazardous Substance use on the Property and, to the extent commercially reasonable, use non-hazardous alternatives in Licensee's operations. Licensee shall manage and conduct its, its Agents' and Invitees' activities on or in connection with the Property: (i) in compliance with all applicable Environmental Laws and applicable provisions in this License; (ii) in cooperation with the City and the City's efforts to maintain compliance with all applicable Environmental Laws; and (iii) in accordance with all environmental or operational standards or guidelines for common and accepted practices appropriate for the business that Licensee and its Agents or Invitees engage in on the Property and/or such guidelines as have been articulated by

pertinent trade associations, professional associations or regulatory agencies applicable to the Equipment and the Permitted Use Licensee shall manage its, its Agents' and Invitees' activities on or about the Property, and as may be appropriate, secure the License Area, so as to prevent any noncompliance with any applicable Environmental Law or any applicable environmental provision in this License.

Notwithstanding this paragraph or any other provision in this Agreement, Licensee shall not be liable or responsible for any environmental condition, including the release of Hazardous Materials, except to the extent Licensee causes or exacerbates the condition.

#### **17.2. Response to Hazardous Substance Releases**

If any actual, threatened or reasonably suspected Release occurs for which Licensee is responsible under this License, Licensee shall immediately undertake and diligently pursue, at Licensee's sole cost and expense, all action or actions necessary or appropriate to investigate, contain, stop, accomplish source control, remove and perform interim remediation in connection with such Release. Licensee shall promptly send the City written notice after Licensee discovers facts about: (i) an actual or reasonably suspected violation in connection with any Environmental Law related to the Property or this License; or (ii) an actual or reasonably suspected Release on, under, from or adjacent to the Property.

#### **17.3. Self Help Remedies**

Except in an emergency or pursuant to a governmental order that requires immediate action, in which case the City shall have the rights to perform immediate action, the City shall have the right (but not the obligation) to perform Licensee's environmental obligations under this Section 17 or any applicable Environmental Laws after the City provides Licensee with seven days' written notice and a demand to perform the obligations in issue. The City shall charge Licensee, and Licensee shall promptly reimburse the City upon demand, for any Environmental Costs incurred under this Paragraph 17.3, which shall bear interest at the statutory rate then in effect from the date the City expends any such funds. However, the City may not perform Licensee's obligations under this Section 17 when, within the seven-day notice period, Licensee promptly notifies the City, begins and continues thereafter to diligently pursue full performance to completion for all obligations stated in the City's notice.

#### **17.4. Licensee's Environmental Indemnifications**

If Licensee breaches or fails to perform any environmental obligations contained in this Section 17, or if any act, omission or negligence by Licensee or its Agents or Invitees results in any contamination on or about the Property or the License Area, in whole or in part, or in a Release from, on, about, in or beneath the Property or the License Area, in whole or in part, or any Environmental Law violation, then Licensee, for itself and its successors and assigns, shall indemnify, defend and hold harmless the City, including its Agents, and their respective successors and assigns from and against any and all Claims (including damages for decrease in value of the Property or License Area, any loss or restriction on the use of usable space on the Property or the License Area and sums paid to settle any Claims, which include without limitation attorneys' fees, consultants' fees, experts' fees and related costs) that arise during or after the Term and in relation to such Release or violation; provided, however, Licensee shall not be liable for any Claims to the extent such Release or violation was caused by the City's or its Agents' sole active negligence or willful misconduct. Licensee's indemnification obligation includes costs incurred in connection with any activities required to Investigate and Remediate any Hazardous Substance brought onto the Property or the License Area by Licensee, its Agents or Invitees and to restore the Property or the License Area to substantially the condition that existed immediately before Licensee introduced such Hazardous Substance or to correct any Environmental Law violation(s). Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City and the other Indemnified City Parties from any Claim that actually or potentially falls within this indemnification provision even if the allegations that support the Claim are or may be

groundless, fraudulent or false, and which obligation arises at the time such Claim is tendered to Licensee by the Indemnified City Party and continues until the Claim is finally resolved. Licensee shall afford the City a full opportunity to participate in any discussions with regulatory agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise or proceeding involving Hazardous Substances. Notwithstanding the foregoing, Licensee shall not be liable for any environmental condition, including the release of Hazardous Substances, that existed before the commencement of Licensee's activities on the Property, or that otherwise does not result from the activities of Licensee.

#### **17.5. Licensee's Cleanup Obligations**

Without limiting the indemnification obligations in Section 17.4 (Licensee's Environmental Indemnifications), Licensee will be responsible for all response, remediation and restoration obligations in connection with any Release and associated Environmental Costs that results from or occurs in connection with Licensee's occupation, possession or use of the Property and/or License Area from the Effective Date, throughout the Term and after this License expires or terminates. Notwithstanding the preceding sentence, as between the City and Licensee, Licensee will not be responsible for any Releases or associated Environmental Costs caused by the City, its Agents, contractors, Invitees, licensees or other lessees after the Effective Date so long as Licensee has complied with all applicable conditions for non-liability established in 42 U.S.C. § 9607(q), as may be amended or superseded.

### **18. CONDEMNATION**

#### **18.1. Permanent Takings**

If any entity with the power to condemn permanently takes any License Area in whole or in part, or if the City transfers the License Area (in whole or in part) to such entity in lieu of eminent domain, the following provisions will apply:

(1). This License will automatically terminate on the date the permanent taking or transfer occurs. The City will be entitled to any award paid or made in connection with the taking or any sums paid in lieu of such taking. Licensee hereby expressly waives any right or claim to any portion thereof, including any claim for loss of business or goodwill. All damages, whether awarded as compensation for diminution in value of the License or to the fee of the License Area, shall belong to the City. Licensee will have no Claim against the City for the value of any unexpired Term of this License or otherwise except that Licensee may claim any portion of the award that is specifically allocable to Licensee's loss or damage to Licensee's Equipment or other trade fixtures or personal property.

(2). If the City transfers the License Area (in whole or in part) to any entity with the power to condemn in lieu of eminent domain, the proceeds from such transfer shall be distributed in the same manner as in a condemnation.

(3). The Parties understand, acknowledge and agree that this Section 18.1 is intended to fully govern the Parties' rights and obligations in the event of a permanent taking. Licensee and the City each hereby waives and releases any right to terminate this License in whole or in part under any Laws to the extent applicable to this License.

#### **18.2. Temporary Takings**

Any taking that affects any License Area in whole or in part for less than 90 days will have no effect on this License, except that Licensee will be entitled to a pro-rata abatement in the License Fee to the extent that such temporary taking materially impairs Licensee's use of the License Area. Furthermore, in the event that the City receives an award, if any, in connection with such temporary taking, Licensee will receive the portion from the award that represents compensation for the use or occupancy of the License Area during the Term but not to exceed the License Fees payable by Licensee.

for the period of the taking, and the City will retain the balance of the award.

**19. DESTRUCTION**

If the License Area, in whole or in part, becomes damaged or destroyed due to any cause, the City will have no obligation to repair, rebuild or replace the damaged or destroyed License Area. If the License Area, in whole or in part, becomes so damaged or destroyed that it materially impairs Licensee's Permitted Use, and such damage or destruction resulted from a cause not attributable to Licensee or any other person or entity affiliated with Licensee or under Licensee's direction or control, Licensee may elect to terminate this License within 60 days after such damage or destruction occurs.

**20. SECURITY DEPOSIT**

Before the commencement of any work, Licensee shall maintain and furnish to the City an executed performance bond, letter of credit or other form of security acceptable to the City (the "Security") for the purpose of protecting the City from the costs and expenses associated with Licensee's failure to comply with its material obligations under and throughout the life of this License, including but not limited to, (i) the City restoration of the License Area; or (ii) the City's remediation of environmental and hazardous waste issues caused by Licensee pursuant to Section 17 (Environmental Provisions), after Licensee receives reasonable notice from the City of any of the non-compliance listed above and an opportunity to cure as described within this License. The amount of the Security shall be Ten Thousand and 00/100 Dollars (\$10,000.00). The Security must be in a form approved by the City. Any acceptable Security instrument having an expiration date earlier than the expiration of the Term of this License shall be automatically renewable. In the event the surety or party issuing the Security cancels or decides not to renew or extend the Security, Licensee shall obtain, and provide to the City for approval, a replacement Security with another surety within 30 days of the date of receipt of the notice that the existing surety intends to cancel or not renew. If Licensee fails to provide the replacement Security within the 30-day period, the City may immediately suspend Licensee from any further performance under this License and begin procedures to terminate for default. Licensee's obligations in this Section 20 will survive expiration or earlier termination of this License.

**21. NOTICES**

Except as may be specifically provided otherwise in this License, all notices, demands or other correspondence required to be given in connection with or pursuant to this License must be written and delivered through (i) an established national courier service that maintains delivery records and confirmations; (ii) hand delivery; or (iii) certified or registered U.S. Mail with prepaid postage and return receipt requested, and addressed as follows:

If to City:	Attn: Real Estate Manager City of Las Vegas Department of Public Works 495 S. Main Street 5 <sup>th</sup> Floor Las Vegas, NV 89101
with copy to:	Attn: City Attorney City of Las Vegas 495 S. Main Street, 6 <sup>th</sup> Floor Las Vegas, NV 89101
If to Licensee:	Bell Atlantic Mobile Systems LLC d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate

All notices, demands or other correspondence in connection with this License will be deemed to have been delivered: (i) two days after deposit if delivered by U.S. certified mail, (ii) the date delivery is made by personal delivery or overnight delivery; or (iii) the date an attempt to make delivery fails if a party changes its address without proper notice or refuses to accept delivery after an attempt. Any copies required to be given constitute an administrative step for the Parties' convenience and not actual notice. The Parties may change the notice addresses above from time-to-time through written notice to the addresses above or the then-current notice address.

## **22. MISCELLANEOUS PROVISIONS**

### **22.1. Interpretation; Construction**

The Parties agree as follows:

- (1). The recitals set forth in this License are true and correct.
- (2). The section captions in this License and the table of contents have been included for the Parties' convenience and reference and neither the captions nor the table of contents in no way define or limit the scope or intent of any provision in this License.
- (3). This License has been jointly negotiated and, although formulated at the outset by counsel for the City, the License has been reviewed by counsel for Licensee, and each such counsel has participated in the preparation of the final License. The language used in this License shall be construed as a whole according to its fair meaning and not strictly for or against any party, and it is agreed that no provision hereof shall be construed against any party hereto by virtue of the activities of that party or such party's attorneys.
- (4). Inclusive terms and/or phrases, which includes without limitation the terms and/or phrases "including," "such as" or similar words or phrases that follow any general or specific term, phrase, statement or matter may not be construed to limit the term, phrase, statement or matter to the stated terms, statements or matters, or the listed items that follow the inclusive term or phrase, whether any non-limitation language or disclaimers, such as "including, but not limited to" and/or "including without limitation" are used or not. Rather, the stated term, phrase, statement or matter will be interpreted to refer to all other items or matters that could reasonably fall within such term, phrase, statement or matter given its broadest interpretation.
- (5). References in this License to "days" mean calendar days, unless specifically provided otherwise. A "business day" means a day other than a Saturday, Sunday or a bank or City holiday. If the last day in any period to give notice, reply to a notice or to undertake any other action occurs on a day that is not a business day, then the last day for giving notice, replying to the notice or undertaking any other action will be the next business day.
- (6). Unless expressly provided otherwise, references in this License to codified statutes and regulations will be interpreted to refer to such statutes and regulations as the same may be duly amended, recodified or superseded.
- (7). Whenever required by the context, the singular includes the plural and vice versa, the masculine gender includes the feminine or neuter genders and vice versa; and defined terms encompass all their correlated forms (*e.g.*, the definition for "indemnify" applies to "indemnity," "indemnification," etc ).

### **22.2. Unenforceability; Severability**

If a court of competent jurisdiction over this License holds any provision in this License invalid or unenforceable with respect to either the City or Licensee, or any third parties to whom this License may become applicable or enforceable: (i) such provision or its application to such person, entity

or circumstance will be deemed severed from this License; (ii) all other provisions in this License and their application to any person, entity or circumstance will not be affected; and (iii) all other provisions in this License and their application to any person, entity or circumstance will be valid and enforceable to the fullest extent permitted by Law, except to the extent that such enforcement would (i) be manifestly unreasonable or manifestly inequitable under all the circumstances or (ii) undermine one or both Parties' fundamental purpose in entering this License.

**22.3. Time for Performance; Force Majeure**

Time is of the essence of this License. Notwithstanding anything in this License to the contrary, the time for performance for any term, provision, covenant or obligation under this License will be deemed extended to account for any time lost due to delays that arise from strikes, civil riots, floods, labor or material shortages or restrictions, governmental intervention or any other cause not within the control of the party whose performance is due.

**22.4. Integration; Entire Agreement**

This License contains the entire agreement and understanding between the Parties as to the subject matter concerned in this License, and this License supersedes all prior or contemporaneous agreements, commitments, conditions, discussions, instruments, offers, promises and/or proposals between or among the City and Licensee in connection with the License Area, whether oral or written.

**22.5. Successors and Assigns**

The Parties intend and agree that this License will extend to and bind the Parties' respective heirs, personal representatives, successors, and assigns.

**22.6. Amendments and Modifications**

All amendments or modifications to this License, if any, must be in a written and fully executed agreement signed by both Parties. Upon approval of this License by the City Council and after it has been fully executed by signature of all Parties, the City's City Manager or designee shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the Term of this License. By way of example and not limitation, this may include amendments, changes of address, adjustments to monetary revenue or expenditure not to exceed Ten Thousand and No/100 Dollars (\$10,000.00), filing and recording of appropriate documents with the County Recorder's Office or the County Tax Assessors Office and recordings and filing with the City Clerk's Office.

**22.7. Waivers**

No failure by either the City or Licensee to insist that the other strictly perform any obligation, term, covenant or condition under this License or to exercise any rights, powers or remedies in connection with the other party's failure to strictly perform such obligation, term, covenant or condition no matter how long the failure to insist on such performance or exercise such rights, powers or remedies, will be deemed to waive any default for non-performance. No behaviors, patterns or customs that may arise between the Parties with respect to their performance required under this License will be deemed to waive any rights, powers or remedies the Parties' may have to insist on strict performance. Any express waiver by either the City or Licensee in connection with any default or obligation to perform any provision, term, covenant or condition under this License will: (i) be limited to the specific default or performance for which the express waiver is granted; (ii) not be deemed to be a continuing waiver; and (iii) not affect any other default or performance no matter how similar or contemporaneous such other default or performance may be. The City's or Licensee's consent given in any specific instance in connection with or pursuant to this License will not relieve the City or Licensee from the obligation to secure the other's consent in any other or future specific instances, no matter how similar or

contemporaneous the request for consent may be.

#### **22.8. Governing Law; Venue; Attorneys' Fees**

This License shall be governed and construed in accordance with the laws of the State of Nevada without regard to conflicts of laws principles. Sole and exclusive venue for any action or claim between the Parties that arises from or in connection with this License will reside exclusively in the applicable courts of Clark County, Nevada (the "Court"). All Parties to this License agree to be subject to the Court's jurisdiction and waive all claims whatsoever that would defeat the Court's jurisdiction to hear and adjudicate any action or claim between the Parties that arises from or in connection with this License. The prevailing party in any final or non-appealable decision on the merits that arises from or in connection with this License may be entitled to its reasonable attorneys' fees and costs, which includes without limitation reasonable witness, expert and consultant fees, at the Court's sole discretion. With respect to any provision in this License that provides for payment of attorneys' fees, such fees will be deemed to include reasonable fees incurred through any applicable appeal process and will include, but not be limited to, fees attributable to legal services provided by any in-house counsel and staff to the prevailing or indemnified party. For purposes in this License, all services rendered by all attorneys and their staff will be valued at the average rates for independent counsel prevailing in the Clark County, Nevada.

#### **22.9. Claims Against the City**

Any claim by Licensee against the City hereunder will be subject to the applicable provisions in NRS Chapter 41. The claims presentation provisions in NRS Chapter 41 are hereby modified such that all claims to be presented to the City will be irrevocably waived if not made within six (6) months after Licensee discovers the facts that either give rise to the claim or would prompt an investigation that, with reasonable diligence, would lead Licensee to facts that would give rise to the claim. Neither the City nor its council members, commissioners, elected or appointed officers or officials, administrators, directors, managers, employees, attorneys, Agents or volunteers will be personally liable to Licensee in the event of any default or breach of the City, or for any amount which may become due to Licensee or any successor in interest, or for any obligations directly or indirectly incurred under this License.

#### **22.10. False Claims Act**

Licensee agrees that any License claim submitted to the City must be asserted as part of the License process as set forth in this License and not in anticipation of litigation or in conjunction with litigation. Licensee acknowledges that if a false claim is submitted to the City by Licensee, it may be considered fraud and Licensee may be subject to criminal prosecution. Licensee acknowledges that the False Claims Act, NRS Chapter 357, applies to this License and provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to seek to recover its litigation costs, including attorney's fees. Licensee acknowledges that the filing of a false claim may subject Licensee to an administrative debarment proceeding as the result of which Licensee may be prevented to bid on any public work or improvement for a period of up to five (5) years.

#### **22.11. Public Records Act Disclosure**

Licensee acknowledges that the City is a public entity under the laws of the State of Nevada. Furthermore, the Parties acknowledge that this License may be a public record that the City must publicly disclose under (i) the Nevada Public Records Act, NRS §§ 239 *et seq* and (ii) any other applicable Law that may require the City to disclose public records.



#### **22.12. Estoppels**

The City or Licensee, at any time and from time-to-time on not less than 30 days' notice from the other party, shall execute, acknowledge and deliver to the City or its designee, an estoppel certificate which states: (i) if the City is the requesting party, that Licensee has accepted the License Area (or, if Licensee has not done so, that Licensee has not accepted all or any part of the License Area and specifying the applicable portions of the License Area and reasons for non-acceptance); (ii) the Effective Date and expiration date for this License; (iii) that this License is unmodified and in full force and effect or, if modified, the manner in which this License is modified; (iv) whether any defenses then exist against the enforcement of any obligations under this License (and if so, specifying the same); (v) whether any obligations under this License are outstanding (and if so, identifying any obligations that such party believes that the other party has failed to meet); (vi) the dates, if any, to which the License Fees have been paid; (vii) if the City is the requesting party, the number and identity of all sublicensees, if any, on the License Area, and the dates on which such sublicensees commenced and terminated their use or occupancy on the License Area; and (viii) any other factual information that may be reasonably required by any such persons.

#### **22.13. Brokers**

The Parties represent to each other that neither has had any contact, dealings or communications with any Broker in connection with this License, whose commission, if any, would be paid pursuant to a separate written agreement between such Broker and such party with which such Broker contracted. If any Broker perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, Licensee shall indemnify the City from all Claims brought by the Broker. The representations and indemnification obligations in this Section 22.13 will survive expiration or earlier termination of this License.

#### **22.14. No Third-Party Beneficiaries**

This License is not intended to (and shall not be construed to) give any third party, which includes without limitation any authorized sublicensee, Licensee's customers or any other third-party beneficiaries, any right, title or interest in this License or the real or personal property(ies) that may be affected by this License.

#### **22.15. Bankruptcy**

If Licensee becomes a debtor in any voluntary or involuntary bankruptcy proceeding under the Bankruptcy Code, the City and Licensee expressly intend, acknowledge and agree that this License will be treated as either an unexpired commercial lease or an executory contract for all purposes in connection with Bankruptcy Code § 365 and subject to the provisions of Bankruptcy Code §§ 365(d)(3) and 365(d)(4) as those provisions may be amended or superseded in the future. Any person or entity to which this License is assigned pursuant to the Bankruptcy Code will be deemed without any further act to have assumed all Licensee's obligations under this License which arose before or may arise after such assignment, and any such assignee shall execute and deliver to the City a written instrument that confirms such assumption promptly upon a written demand from the City. Any monies or other consideration payable or otherwise to be delivered in connection with such assignment will be promptly paid to the City, will be the City's exclusive property and will not constitute Licensee's or its estate's property for the purposes under the Bankruptcy Code. Any such monies or other consideration not paid to the City will be held in trust for the City's benefit and paid to the City as soon as possible.

#### **22.16. Survival**

All terms, provisions, covenants, conditions and obligations in this License will survive this License's expiration or termination when, by their sense or context, such provisions, covenants, conditions or obligations: (i) cannot be observed or performed until this License's expiration or earlier

termination; (ii) expressly so survive; or (iii) reasonably should survive this License's expiration or earlier termination. Notwithstanding any other provision in this License, the Parties' rights to enforce any and all indemnities, representations and warranties given or made to the other party under this License or any provision in this License will not be affected by this License's expiration or termination

**22.17. Submission for Inspection; No Offer**

Prior to the Effective Date, the Parties may submit this License to each other for inspection and examination purposes and such submission will not constitute an offer to license the License Area. This License will become effective only upon full execution by both the City and Licensee.

**22.18. Execution; Counterparts**

The Parties warrant and represent to each other that the person who executes this License on their behalf has the full power and authority to enter this License, and that any approvals or authorizations necessary to enter this License have been obtained. This License may be executed simultaneously or in one or more counterparts. If the Parties elect to execute this License in one or more counterparts, Licensee shall execute first, the City shall execute second, each executed counterpart will be deemed to be an original, but all counterparts taken together will constitute one and the same agreement.

**22.19. Disclosure of Principals**

Pursuant to Resolution R-79-99 adopted by the City Council effective October 1, 1999, as amended by Resolution R-105-99 adopted by the City Council effective November 20, 1999, to the extent required by federal Law, Licensee has provided disclosure on the form attached as **Exhibit E** and **Exhibit E-1**, (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act) and throughout the Term hereof, Licensee shall notify City in writing of any material change in the above disclosure within thirty (30) days of any such change.

**22.20. Non Discrimination**

Licensee promises, and it is a condition to the continuance of this License, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, creed, national origin, sexual orientation, or ancestry related to the activities permitted under this Master License and occupancy of the Property and Premises.

[END OF LICENSE – SIGNATURES BEGIN ON NEXT PAGE]

**COMMUNICATIONS SITE LICENSE**

Signature Page

IN WITNESS WHEREOF, the Parties have executed this License on the Effective Date.

**CITY OF LAS VEGAS**

By: \_\_\_\_\_  
Carolyn G. Goodman, Mayor

By: \_\_\_\_\_  
LuAnn D. Holmes, MMC, City Clerk

By: John S. Ridilla 2/2/23  
Deputy City Attorney Date

John S. Ridilla  
Chief Deputy City Attorney

[SIGNATURES CONTINUED ON NEXT PAGE]

**COMMUNICATIONS SITE LICENSE**

Signature Page (continued)

**BELL ATLANTIC MOBILE SYSTEMS LLC  
D/BA VERIZON WIRELESS**

"Licensee"

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

Printed Name: Clayton H. Casey

Title: Exec Dir - Ntwk Engineering

Date: 5-Apr-1-'23

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE PROPERTY**

THAT PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M, IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER (E ¼) CORNER OF SAID SECTION 35; THENCE ALONG THE EAST LINE OF SAID SECTION 35 N 2°24'28" WEST, 2035.3 FEET TO THE CENTERLINE OF ELTON AVENUE AS SAID AVENUE IS SHOWN ON THE MAP OF CHARLESTON HEIGHTS TRACT NO. 41-A RECORDED IN BOOK 7 AT PAGE 56 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA; THENCE ALONG THE CENTERLINE OF SAID ELTON AVENUE NORTH 89°46'20" WEST, A DISTANCE OF 562.00 FEET; THENCE AT RIGHT ANGLES NORTH 0°16'40" EAST, A LINE OF SAID TRACT NO. 41-A, THE TRUE POINT OF BEGINNING; THENCE WESTERLY FROM A TANGENT THAT BEARS NORTH 89°46'20" WEST ALONG A CURVE TO THE LEFT, CONCAVE SOUTHERLY, HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 13°14'19", AN ARC DISTANCE OF 83.18 FEET TO AN ANGLE POINT IN THE NORTH BOUNDARY LINE OF SAID TRACT NO. 41-A; THENCE NORTHWESTERLY FROM A TANGENT AT SAID POINT THAT BEARS NORTH 12°19'35" WEST ALONG A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 155.32 FEET TO THE MOST EASTERLY CORNER OF CHARLESTON HEIGHTS TRACT NO. 41-C AS PER MAP RECORDED IN BOOK 7 AT PAGE 86 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY BOUNDARY OF SAID TRACT NO. 41-C, FROM A TANGENT THAT BEARS NORTH 29°46'31" WEST, ALONG A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2400.50 FEET, A CENTRAL ANGLE OF 03°07'08" AN ARC DISTANCE OF 130.67 FEET TO A POINT IN A LINE THAT IS PARALLEL WITH AND DISTANT 250.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF THAT CERTAIN RIGHT OF WAY GRANT TO NEVADA POWER CO., RECORDED FEBRUARY 19, 1962 AS DOCUMENT NO. 277640 OF OFFICIAL RECORDS OF CLARK COUNTY, NEVADA; THENCE NORTH 00°07'20" WEST ALONG SAID PARALLEL LINE, 362.23 FEET TO A POINT IN THE PROPOSED SOUTH LINE OF WEST FREMONT STREET; THENCE SOUTH 85°36'53" EAST, ALONG SAID PROPOSED SOUTH LINE, 250.76 FEET TO A POINT IN THE AFOREMENTIONED CENTERLINE I, A DISTANCE OF 590.20 FEET TO A POINT IN THE NORTH BOUNDARY LINE OF THE AFOREMENTIONED CHARLESTON HEIGHTS TRACT NO. 41-A, THENCE NORTH 89°46'20" WEST ALONG SAID LAST MENTIONED NORTH BOUNDARY LINE, A DISTANCE OF 44.53 FEET TO THE TRUE POINT OF BEGINNING.

**EXHIBIT B**

SURVEY AND LEGAL DESCRIPTIONS  
FOR THE LICENSE AREA, ACCESS ROUTE AND UTILITIES ROUTE

[REFERENCE ATTACHED]



LSV LALLACE  
6200 HARGROVE AVENUE  
LAS VEGAS, NEVADA 89107

ASSESSOR'S PARCEL NO: 138-35-501-011  
REPLACEMENT OF THE EXISTING MONOPOLE  
WITH A NEW 79' MONOPALM (84' TOP OF FRONDS)

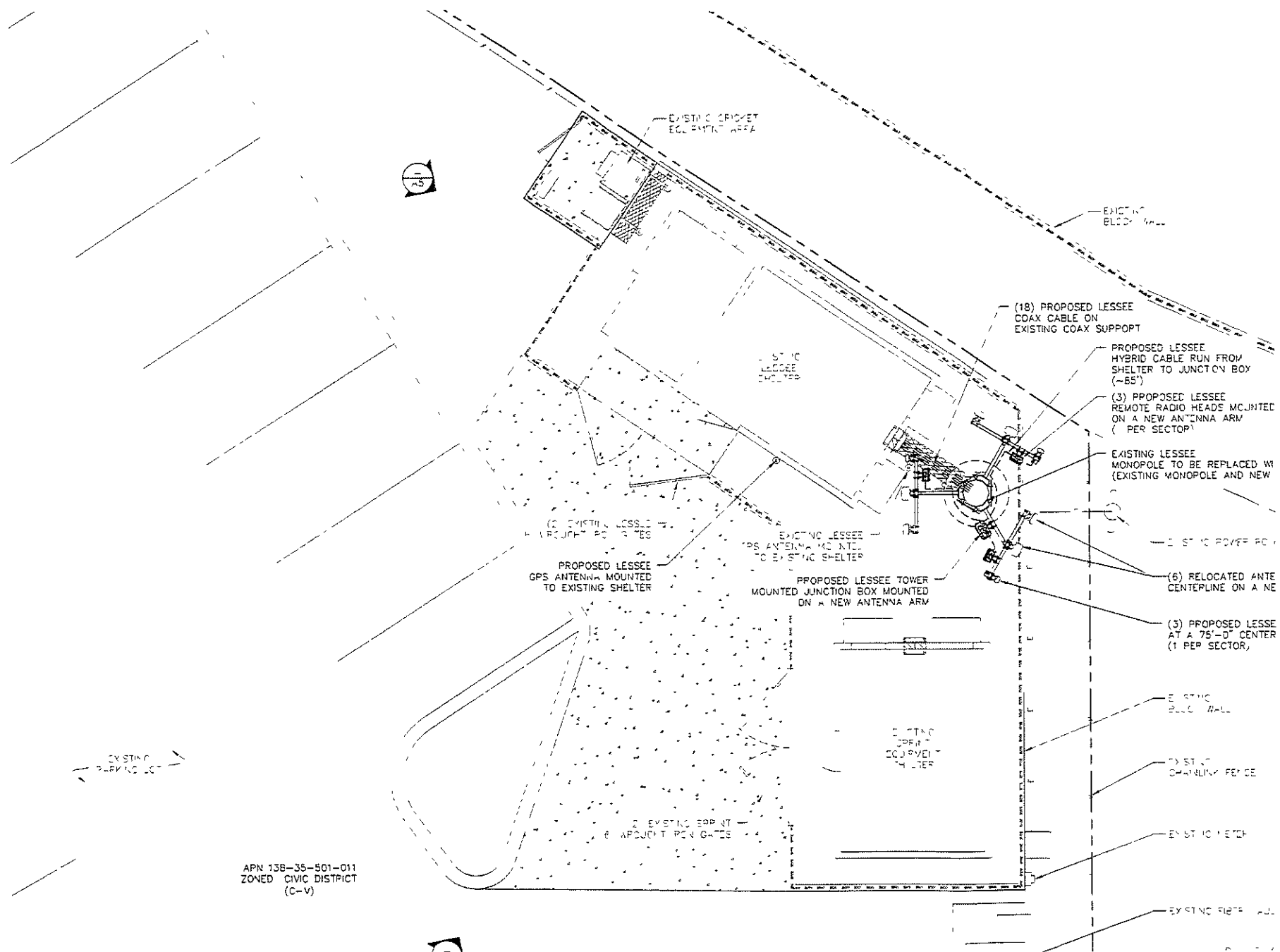
## PROJECT DESCRIPTION

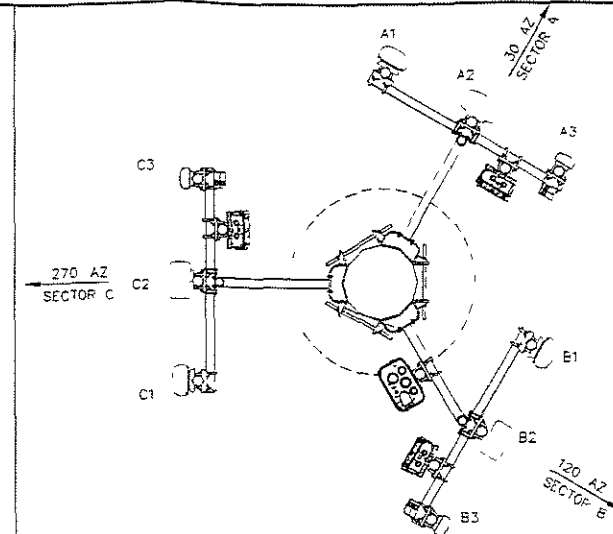
## SPECIAL INSPECTIONS

[illegible]

[illegible]
$$\text{max}_{\mathbf{z}} \mathbf{z}^T \mathbf{A} \mathbf{z} = \lambda_1, \quad \text{min}_{\mathbf{z}} \mathbf{z}^T \mathbf{A} \mathbf{z} = \lambda_n,$$







\* PROPOSED ANTENNA CONFIGURATION - (9) ANTENNAS

NOT USED

SCALE  
NONE

9

NOT USED

SCALE  
NONE

6

PROPOSED ANTENNA LAYOUT

SCALE  
1" = 5'

SECTOR	POSITION	MANUFACTURER	MODEL
A - EXISTING CONFIGURATION	1 (EXISTING)	KATHREIN	AP 15/18-880/1940 /065/ADT/XXP
	2 (EXISTING)	COMMScope	LNx-6514DS-VTV
A - PROPOSED CONFIGURATION	1 (RELOCATED)	KATHREIN	AP 15/18-880/1940 /065/ADT/XXP
	2 (RELOCATED)	ANDREW	LNx-6514DS-VTV
	3 (PROPOSED)	COMMScope	HBX-6516DS-VTM
B - EXISTING CONFIGURATION	1 (EXISTING)	KATHREIN	AP 15/18-880/1940 /065/ADT/XXP
	2 (EXISTING)	COMMScope	LNx-6514DS-VTV
B - PROPOSED CONFIGURATION	1 (RELOCATED)	KATHREIN	AP 15/18-880/1940 /065/ADT/XXP
	2 (RELOCATED)	ANDREW	LNx-6514DS-VTV
	3 (PROPOSED)	COMMScope	HBX-6516DS-VTM
C - EXISTING CONFIGURATION	1 (EXISTING)	KATHREIN	AP 15/18-880/1940 /065/ADT/XXP
	2 (EXISTING)	COMMScope	LNx-6514DS-VTV
C - PROPOSED CONFIGURATION	1 (RELOCATED)	KATHREIN	AP 15/18-880/1940 /065/ADT/XXP
	2 (RELOCATED)	ANDREW	LNx-6514DS-VTV
	3 (PROPOSED)	COMMScope	HBX-6516DS-VTM

NOT USED

SCALE  
NONE

8

NOT USED

SCALE  
NONE

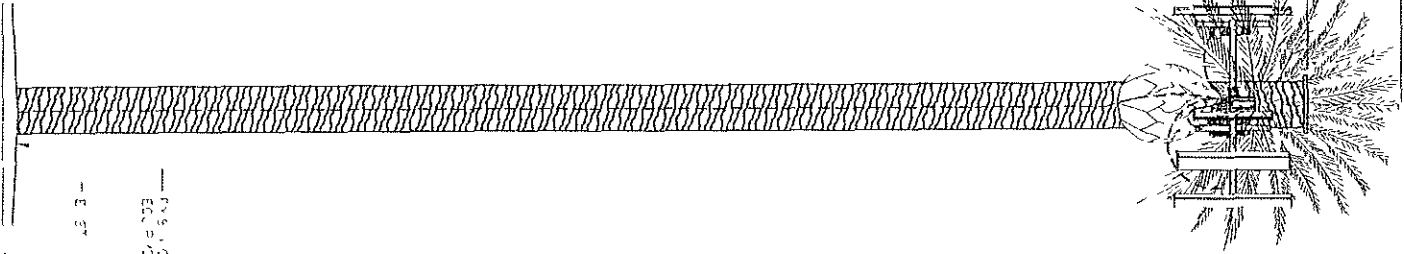
5



OVERALL HEIGHT AT 84'-0"

TOP OF PROPOSED LESSEE 79' 0" MONOPOLM

AND (3) PROPOSED LESSEE PANEL ANTENNAS AT A 75'-0" CENTERLINE



NOTE  
ALL PROPOSED AND RELOCATED  
ANTENNAS AND TOWER  
APPARATUS SHALL BE PAINTED  
TO MATCH MONOPOLM TPOIDS

PROPOSED  
ECCO 6 E.C.C.O.

ECCO 6 E.C.C.O.

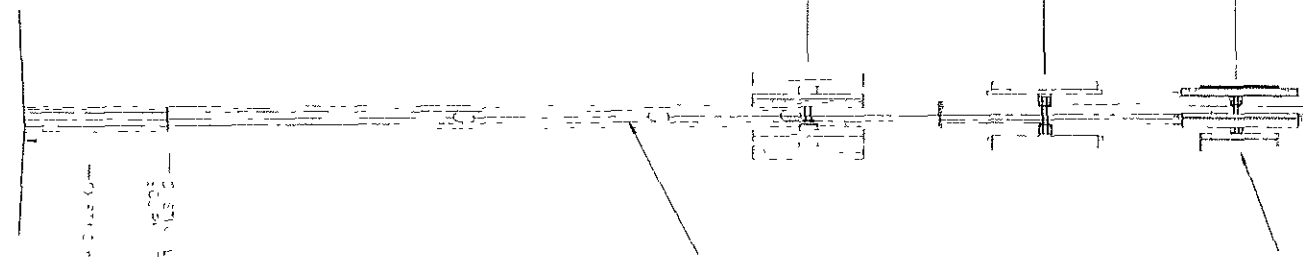
PROPOSED  
ECCO 6 E.C.C.O.

PROPOSED LESSEE 79' 0" MONOPOLM

USING 11' 0" PANEL ANTENNAS AT 75'-0" CENTERLINE

RELOCATED LESSEE ANTENNAS AT 75'-0" CENTERLINE

RELOCATED LESSEE ANTENNAS AT 75'-0" CENTERLINE



**EXHIBIT C**

APPROVED PLANS FOR EQUIPMENT AND OTHER IMPROVEMENTS

DUE TO THE SIZE AND VOLUME OF EXHIBIT "C", EXHIBIT "C" IS ON FILE WITH THE CITY'S REAL ESTATE DIVISION AT 495 S MAIN ST, 5<sup>TH</sup> FLOOR, LAS VEGAS, NEVADA 89101.

## **EXHIBIT D**

### **LICENSEE'S INSURANCE OBLIGATIONS**

1        **Required Insurance Policies and Limits**

Licensee shall carry and keep in effect at all times during the Term, at Licensee's sole cost and expense, insurance policies with coverage and limits as stated below.

2.        **Commercial General Liability Insurance**

Licensee shall carry and maintain commercial general liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage and Five Million Dollars general aggregate including premises-operations; explosion, collapse and underground hazard; broad form property damage; products/completed operations; contractual liability; independent contractors; and personal and advertising injury)

3.        **Workers' Compensation Insurance**

Licensee shall carry and maintain workers' compensation insurance per Nevada statutory limits with Employer's Liability Limits of One Million Dollars (\$1,000,000) peach accident/disease/policy limit

4.        **Commercial Automobile Liability Insurance**

Licensee shall carry and maintain commercial automobile liability insurance in the amount of Two Million Dollars (\$2,000,000) combined single limit each accident for bodily injury and property damage covering all owned, non-owned and hired autos.

5.        **"All Risk" Property Insurance**

Licensee shall carry and maintain property insurance coverage for perils usual to a standard "all risk" insurance policy that covers all Licensee's Equipment within the Streets, and with limits equal to the full replacement cost value for all such Equipment.

6.        **Required Endorsements**

Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies must contain the following endorsements (as applicable) or have the equivalent coverage: (i) include the City, its officers, employees and volunteers as additional insureds as their interest may appear under this Agreement; (ii) that such policies are primary insurance to any other insurance available to the additional insureds with respect to any Claims that arise in connection with this Master License; (iii) that such insurance applied separately to each insured against whom a Claim is made or brought, except with respect to limits; (iv) that such policies provide for the severability of interests and that an act or omission of one of the named insureds that would void or otherwise reduce coverage shall not void or otherwise reduce coverage below the requirements in this **Exhibit D** as to any other named insured; and (v) that such policies shall afford coverage for all Claims based on acts, omissions, for bodily injury or property damage that occurred or arose (or the onset occurred or arose) in whole or in part during the policy period.

City's additional insured status shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of City, its employees, agents or independent contractors or where such coverage is prohibited by law.

Upon receipt of notice from its insurer(s) Licensee shall provide the City with thirty (30) days' prior written notice of cancellation of any required coverage. In the event that Licensee receives a notice of cancellation for any coverage required under this Master License, Licensee shall promptly take action to prevent cancellation, reinstate cancelled coverage or obtain coverage from a different insurer qualified under Section 10 to this **Exhibit D**.

All insurance policies required to be maintained by Licensee under this Master License shall contain a standard separation of insureds provision. No insurance policies required to be maintained by Licensee under this Master License may contain any special limitations on the scope of protections to the City or any Indemnified City Party.

7. RESERVED

8. General Aggregate Limit

The general aggregate limit for any required insurance under this Master License must be double the per-occurrence or Claims limits specified in Section 1 when coverage includes a general annual aggregate limit.

9. Certificates

On the Effective Date, Licensee shall deliver to the City all certificates of insurance and blanket additional insured endorsements from Licensee's insurance providers in a form reasonably satisfactory to the City that evidences all the required coverages under this Master License. In addition, Licensee shall promptly deliver to the City all certificates and blanket additional insured endorsements after Licensee receives a request from the City.

10. Insurer Qualifications

Licensee's insurance providers must be authorized to do business in Nevada and must meet or exceed an A.M. Best's Key Rating A-VII or its equivalent.

12. Waiver of Subrogation

Licensee and Licensee's insurers each hereby waives any right of recovery against the City for any loss or damage sustained by Licensee with respect to the License Area, in whole or in part, the contents on, under, above or within the License Area or any operation therein, whether such loss is caused by the City's fault or negligence or not, and to the extent such loss or damage is covered by insurance obtained by Licensee under this Master License or is actually covered by insurance obtained by Licensee. Licensee agrees to cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies relating to the License Area, but the failure to obtain any such endorsement will not affect the waivers in this Section 12.

13. RESERVED.

1. Contractor's Bonds and Insurance

Licensee shall ensure that any person or entity performing work or service on Licensee's behalf or for Licensee's benefit pursuant to this Master License or any Site License within the Streets or on any City Property shall secure or provide all bonds and obtain substantially the same insurance required to be secured or provided by Licensee under this **Exhibit D**, and shall provide the City with evidence to show such bonds or insurance exist before the City issues any permits for such work. In the event that any applicable Law imposes any bonding or insurance requirements on Licensee's contractors or subcontractors that are more protective to the City's interests, such requirements shall control over the requirements in this **Exhibit D**.

15 City's Right to Terminate

The City may elect, in its sole and absolute discretion, to terminate this Master License or any Site License on written notice to Licensee if Licensee allows any required insurance coverage to lapse and does not reinstate the lapsed insurance coverage.

16. No Limitation on Licensee's Indemnification Obligations

Licensee's insurance obligations under this **Exhibit D** in no way relieves, decreases or modifies Licensee's liability or Licensee's obligations to indemnify, protect and hold the City and any Indemnified City Parties harmless under any other provision in this License.

17. Contractor's Insurance is Primary

The policies required by this **Exhibit D** shall constitute primary insurance as to the City, its officers, employees and volunteers, so that any other policies held by the City shall not contribute to any loss under said insurance.



**EXHIBIT E**

DISCLOSURE OF PRINCIPALS

Attached hereto as **Exhibit E-1** is an excerpt containing a public record listing of the Board of Directors and principals of BELL ATLANTIC MOBILE SYSTEMS LLC D/BA VERIZON from the current Form 10-K, Annual Report for BELL ATLANTIC MOBILE SYSTEMS LLC D/BA VERIZON WIRELESS for Year End December 31, 2022, which was public record listing was filed with the Securities and Exchange Commission. A full and complete copy of Form 10-K for BELL ATLANTIC MOBILE SYSTEMS LLC D/BA VERIZON WIRELESS is on file with the Securities and Exchange Commission.

The undersigned hereby certifies on behalf of Licensee and under penalty of perjury, that the above and attached excerpt and Form 10-K are full and complete.

BELL ATLANTIC MOBILE SYSTEMS LLC  
D/BA VERIZON WIRELESS

"Licensee"

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

Printed Name: Clifton H. Casey

Title: Exec Dir - Ntwk Engineering

Date: 5-Apr-'23

**EXHIBIT E-1**

[Excerpt containing a public record listing of the Board of Directors and principals of  
BELL ATLANTIC MOBILE SYSTEMS LLC D/BA VERIZON WIRELESS from the current Form 10-  
K, Annual Report for BELL ATLANTIC MOBILE SYSTEMS LLC D/BA VERIZON WIRELESS for  
Year End December 31, 2022, appears on following pages]