

Assessor's Parcel Number: _____

Date: 10-6-05

Recording Requested By:

Name: Concha Lord

Address: Clerk's Office

City/State/Zip: _____

Real Property Transfer Tax: \$ _____

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 10 Fee: 0.00
BK-1005 PG- 2847 RPTT: 0.00



Contract 2005-199
(Title of Document)

FILED

2005-199
2005 OCT -6 AM 9:13

LICENSE AGREEMENT

This License Agreement is entered this 23 day of Sept., 2005, by and between East Fork Fire and Paramedic District, a political subdivision of the State of Nevada ("Licensor") Post Office Box 218, Minden, Nevada 89423, and CLEARWIRE LLC., a Nevada limited liability company, 5808 Lake Washington Blvd NE, Suite 300, Kirkland, WA 98033, ("Licensee").

In consideration of the mutual promises contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. USE, DESCRIPTION OF PREMISES. Licensor hereby grants to Licensee a nonexclusive license to install, maintain, operate and remove radio communications equipment and appurtenances certain improvements for transmission and reception of a communications facility, on a designated rooftop and interior area ("premises") located on the property known as Station 7 (APN 1220-15-210-088).

2. USE OF PREMISES; LIMITATION TO DESCRIBED PURPOSE; IMPROVEMENTS.

- a. Licensee may use the premises for its sole and limited purpose of the transmission and reception through its facility.
- b. Licensee shall have the right, at its own cost and expense and in compliance with specifications provided by Licensor, to place and maintain on the premises improvements, personal property and facilities described in the attached Exhibit A which include without limitation transmitting and receiving antennas, microwave dishes, tower mounted BTS units and base station equipment (the "Facilities"). All of Licensee's construction and installation work shall be performed at Licensee's sole expense and in a workmanlike manner and shall not interfere with Licensor's use of the premises, including Licensor's electronic transmission and receiving equipment associated with Station 7. In addition, Licensee shall be responsible for any damage or necessary repairs to the roof of Station 7 attributable to the installation, continued presence, or removal of Licensee's Facilities. The Facilities shall remain the exclusive property of Licensee, and Licensee shall have the right to remove all or any portion of the Facilities during the License term and following the termination of this License.
- c. Douglas County Communications Department may co-locate communications equipment at the site, at no cost, provided there is space for the equipment, that the equipment does not interfere with the Licensee's equipment, and that the Communications Department has concurrence from the Licensee's Communications Engineer.

3. COOPERATION. During the Initial License term or any Renewal Terms, Licensor agrees to cooperate with the Licensee in obtaining and maintaining, at the Licensee's sole expense, all approvals and permits required for Licensee's use of the Premises ("Governmental Approvals") and

Licensor agrees to allow Licensee to perform surveys, soils testing, and other engineering procedures on, under and over the Property necessary to determine that the Premises will be acceptable to Licensee's engineering specifications, system design and Governmental Approvals, provided that all such activities are first approved by Licensor.

4. TERM & LICENSE FEES.

- a. The term of this agreement (the "Initial Term") is five (5) years, commencing on the date all governmental building permits are received ("Commencement Date"). This Agreement will be automatically renewed for five (5) additional terms (each a "Renewal Term") of five (5) years unless Licensee notifies Licensor of Licensee's intention not to renew this License at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term.
- b. Licensee shall pay to Licensor, as a License Fee, the sum of One Thousand Dollars (\$1,000.00) per month to East Fork Fire and Paramedic Districts. The License Fee shall be payable on the first day of each month in advance to the Licensor's address as specified in this Agreement. If the Commencement Date is other than on the first day of a month, the License Fee shall be prorated for the first month for the number of days from the Commencement Date to the end of the month.
- b. If the License is terminated at a time other than on the last day of a month, the License Fee shall be prorated as of the date of termination, and, in the event of termination for any reason other than nonpayment of the Licensee Fee, all prepaid License Fees shall be refunded to Licensee.
- c. The License Fee for each year following year one will be cumulatively increased by two and one half percent (2.5%) for each succeeding year.

6. UTILITIES. Licensee shall be responsible, as its sole cost and expense, for installing connections to the existing interior power circuit panel for power and Telco services. Licensee shall pay all costs and bills associated therewith to Licensor, either through metering of this connection or through a monthly estimate to be updated annually based on power usage.

7. TAXES. Licensee shall pay any personal property taxes assessed on or any portion of such taxes attributable to the Licensee's Facilities.

8. ACCESS. Licensor shall provide Licensee ingress and egress from an open and improved public road, and access to the Property adequate to service the Facilities, 24 hours per day, 7 days per week during the Initial Term of this License or any Renewal term thereof at no additional charge to Licensee. Licensee hereby acknowledges that due to the location of the site there may be instances when access to the site may be temporarily blocked due to deep snow.



9. INSURANCE.

- a. Licensee shall provide Commercial General Liability Insurance naming the Licensor as an additional insured on the policy, with limits of not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to the Licensor within thirty (30) days. Such policy will provide that cancellation will not occur without at least fifteen (15) days prior written notice to Licensor. Such insurance may be satisfied through any combination of excess liability and/or umbrella policies.
- b. Licensor and Licensee agree that in the event of loss or damage to property due to any peril which is covered by an insurance policy maintained by either of the parties, the parties shall look solely to such insurance for recovery, and, provided that the loss is covered by the insurance policy, neither party shall be liable to the other. In the event of such an insured loss, neither party's insurance company shall have a subrogated claim against the other party.

10. DESTRUCTION OF PROPERTY. If the Property or Premises are destroyed or damaged so as, in Licensee's judgement, to hinder the effective use of the Facilities, Licensee may elect to terminate the License as of the date of the damage or destruction by so notifying Licensor in writing not more than forty-five (45) days following the date of the damage. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction and Licensee shall be entitled to the reimbursement of any License Fee prepaid by Licensee.

11. INDEMNITY AND HOLD HARMLESS. Licensor, to the extent provided by Nevada law, and Licensee each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and/or occupancy of the Facilities by the indemnifying party. This indemnity does not apply to any claim arising from the sole negligence or intentional misconduct of one party. The indemnity obligations under this paragraph will survive termination of this Agreement.

12. HAZARDOUS SUBSTANCE. Licensor represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Licensee and its contractors will not introduce or use any such substance on the Property in violation of any applicable law and, in the event such an introduction occurs, will assume the responsibility for and fully indemnify Licensor for any enforcement action.

13. NOTICES. All notices, requests, demands and other communications shall be in writing and shall be deemed delivered when sent via U. S. mail, certified mail return receipt requested, or sent by overnight carrier to the following addresses:

To Licensor: Fire Chief
East Fork Fire and Paramedic District
Post Office Box 218
Minden, Nevada 89423

Telephone: (775) 782-9821

To Licensee:

Clearwire LLC
Attn: Property Manager
5808 Lake Washington Blvd NE, Suite 300
Kirkland, WA 98033
Telephone: 425-216-7600
Fax: 425-216-7900

With a copy to:

Clearwire LLC
Attention: Legal Department
5808 Lake Washington Blvd NE, Suite 300
Kirkland, WA 98033
Telephone: 425-216-7600
Fax: 425-216-7900

14. TERMINATION. This License may be terminated, without penalty or further liability with one hundred twenty (120) days written notice as follows: (a) by either party upon default of any covenant or term by the other party, which default is not cured within sixty (60) days of receipt of written notice of default without, however, limiting any other rights available to the parties pursuant to any other provisions; (b) by Licensee if it is unable to obtain or maintain any license, permit or other Governmental Approval necessary to the construction and/or operation of the Facilities or the Licensee's business; (c) by Licensee if the Property is or becomes unacceptable under Licensee's design, economic or engineering specifications for the Facilities; (d) by Licensor to the extent that removal of Licensee's Facilities is necessary to complete any improvements or repairs determined by Licensor to be in the Licensor's best interests; however, if improvements or repairs are minimal the Licensee will be allowed to erect a temporary facility until such time as improvements or repairs are completed. After completion of the first five year term of this license, the Licensor may, if it finds it in the best interest of the Licensor to do so, terminate this agreement with one year's notice.

15. NO PAYMENT ON TERMINATION. If this License Agreement is partially or completely terminated for any reason, Licensor is not required to compensate Licensee for the construction, removal, reconstruction or relocation of the Facilities located on the Licensed Property.

16. TRANSFER, ASSIGNMENT OR SUBLEASE. Licensee will not assign or transfer this agreement without the prior written consent of the Licensor, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, as long as Licensee is not in default hereunder and gives Licensor prior written notice of its intent to assign this agreement, Licensee may assign without Licensor's consent to any lender in connection with a financing agreement, any party controlling, controlled by or under common control with Licensee or to any party which acquires substantially all of the assets of Licensee. Licensee shall not have the right to sublease all or any part of its rights and obligations under this Agreement.

17. WAIVER OF LIEN. Licensor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Facilities or any portion thereof which shall be deemed personal property for the purpose of this License, regardless of whether or not same is deemed real or personal property under applicable laws, and Licensor gives Licensee the right to remove all or any portion of same from time to time in Licensee's sole discretion without Licensor's consent.

18. FEDERAL REGULATIONS. Licensee warrants that it shall comply with all Federal regulations, including but not limited to all rules and regulations of the Federal Communications Commission, in the operation and maintenance of its Facilities.

19. CONDEMNATION. If a condemning authority takes all of the Property, or a portion sufficient, in Licensee's determination, to render the Property unsuitable for the use which Licensee was then making of the Property, this License shall terminate as of the date the title vests in the condemning authority.

20. GOVERNING LAW/VENUE. The parties acknowledge and agree that this License Agreement will be construed, enforced and any actions brought on this Agreement will be in accord with the laws of the State of Nevada.

21. ENTIRE AGREEMENT. This License Agreement shall constitute the entire Agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth in this agreement.

22. MODIFICATION. Any modification of, or amendment to, this License Agreement must be in writing and executed by both parties.

23. SEVERABILITY OF PROVISIONS. If any term of this License Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this License Agreement, which shall continue in full force and effect.

LICENSOR: Douglas County, Nevada

By: *Felix D. [Signature]*

Date: 9/8/05

Chairman, Board of
Trustees

Approved as to form:

[Signature]
Deputy District Attorney

LICENSEE:

Clearwire LLC

By: 

Date: 09.23.07

COPY



Attach Exhibit A—site description and list of improvements, personal property and facilities

PROPERTY

EXHIBIT A

DESCRIPTION OF PREMISES

The Premises consist of those areas described/shown below and where the Facility occupies Licensor's Property and Licensor's existing property thereon. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown below, are approximate only and may be adjusted or changed by Tenant at the time of construction to reasonably accommodate sound engineering criteria and the physical features of Licensor's Property.



COPY

SEAL

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: 10-6-05

Shed Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By Conrad Ford Deputy



BK- 1005
PG- 2856