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RIGHT OF WAY USE LICENSE AGREEMENT BETWEEN PINAL COUNTY AND  
CROWN CASTLE FIBER LLC

DO NOT DISCARD THIS PAGE. THIS COVER PAGE IS RECORDED AS PART  
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FEE NUMBER IN THE UPPER RIGHT CORNER IS THE PERMANENT  
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RECORDER'S OFFICE.

**PUBLIC RIGHT-OF-WAY USE AGREEMENT (FIBER-BASED SMALL WIRELESS NETWORK)**

**(ACCESS TO RIGHT-OF-WAY)**

**THIS PUBLIC RIGHT-OF-WAY USE AGREEMENT** (this “Agreement”) is entered into as of the date fully executed below (the “Effective Date”), by and between the **Pinal County**, a governmental entity in the State of Arizona (“County”), and **Crown Castle Fiber LLC**, a New York limited liability company (“Utility”). County and Utility may be referred to collectively herein as the “Parties” and each a “Party”.

**RECITALS**

**WHEREAS**, Utility, a telecommunication carrier as defined in 47 U.S.C. §153(51), intends to install its Utility Facilities within the Right-of-Way, using: (i) existing telephone, electric or cable poles and conduit in the Right-of-Way through agreement with their respective owners; (ii) poles and conduit in the Right-of-Way constructed and controlled by Utility; and (iii) certain County Facilities; and

**WHEREAS**, subject to 47 U.S.C. §253 and applicable Laws, County desires to grant Right-of-Way access to Utility on a non-exclusive and competitively neutral basis for installation of Utility Facilities subject to the terms and conditions of this Agreement; and

**WHEREAS**, County is authorized by A.R.S. section 11-251 to regulate and manage the public rights of way within its County. **NOW, THEREFORE**, in consideration of mutual benefits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**AGREEMENT**

- 1) **Definitions:** In addition to terms otherwise defined herein, the following definitions shall apply generally to the provisions of this Agreement:
  - a) **Agency:** Any governmental or quasi-governmental agency other than the County.
  - b) **Application:** A Permit application submitted by Utility to the County for construction of Utility Facilities in the Right-of-Way, in a form approved by County and requiring no more information than required by County from other utility providers applying for installation of facilities in the Right-of-Way.
  - c) **Decorative Streetlight Pole:** Any streetlight pole that incorporates architectural design elements not typically found in standard steel or aluminum streetlight poles.
  - d) **Fiber Network:** The fiber-optic cable, manholes, handholes and related equipment to be installed and operated by Utility in the Right-of-Way under this Agreement to provide telecommunications services within the County.
  - e) **County Facilities:** County-owned Streetlight Poles, Decorative Streetlight Poles, Traffic Signal Poles, catenary poles, sign posts, or other County-owned structures located within the Right-of-Way.
  - f) **Laws:** Any and all applicable constitutions, charters, by-laws, statutes, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the County or any Agency, in effect at any time during the Term.
  - g) **Micro Wireless Facility:** A Utility Facility that meets the following qualifications: (i) is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height; and, (ii) any exterior antenna is no longer than 11 inches.
  - h) **Permit:** Singularly or collectively, all necessary approvals from County for Utility to construct Utility Facilities in the Right-of-Way as requested by an Application.

- i) **Person:** An individual, a corporation, a limited liability company, a general or limited partnership, a joint venture, a business trust, or any other form of business entity or association.
  - j) **Right-of-Way:** The space in, upon, above, along, across, and over the public streets, roads, lanes, courts, ways, alleys, boulevards, and places, including all public utility easements and public service easements as the same now or hereafter may exist, that are under the County of the County. This term shall not include county, state, or federal rights-of-way or any property owned or controlled by any Person or Agency other than the County, except as provided by applicable Laws or pursuant to an agreement between the County and any such Person or Agency.
  - k) **Small Wireless Facility:** A wireless facility installed at a single location that meets both of the following qualifications: (i) each antenna could fit within an enclosure of no more than three (3) cubic feet in volume; and (ii) all other wireless equipment associated with the facility is cumulatively no more than twenty-eight (28) cubic feet in volume regardless of whether the facility is ground-mounted or pole-mounted. The following types of associated, ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecom demarcation boxes, grounding equipment, power transfer switches, cut-off switches, fiber optic cables and vertical cable runs for connection of power and other services. A distributed antenna system (DAS) node is a type of small wireless facility. The Small Wireless Facility also includes fiber-optic and electrical connections (i.e., laterals or service drops) required to connect the Small Wireless Facility to those networks.
  - l) **Streetlight Pole:** Any standard-design concrete, fiberglass, metal, or wooden pole used primarily for street lighting purposes.
  - m) **Traffic Signal Pole:** Any standard-design concrete, fiberglass, metal, or wooden pole used primarily to support vehicular or pedestrian traffic signals.
  - n) **Utility Facilities:** Utility's Fiber Network, Small Wireless Facilities, and Utility Poles placed in the Right-of-Way.
  - o) **Utility Pole:** A pole or similar structure in the Right-of-Way owned by Utility or any third party (but not County) that is or may be used, in whole or in part, for telecommunications, cable or broadband services, electric distribution, or a Small Wireless Facility.
- 2) **Term:** This Agreement shall commence on the Effective Date and extend for an initial term of ten (10) years (the "**Initial Term**"), unless it is earlier terminated by either Party in accordance with the terms of this Agreement. This Agreement shall automatically renew for up to six (6) additional terms of five (5) years each (each a "**Renewal Term**", together with the Initial Term, the "**Term**") upon the terms and conditions set forth herein, unless Utility gives written notice to County of its intent not to renew this Agreement at least six (6) months prior to the expiration of the Initial Term or then-current Renewal Term. Notwithstanding, Utility may terminate this Agreement at any time by providing County with sixty (60) days prior written notice. Utility shall remove all Utility Facilities from the Right-of-Way not less than one hundred eighty (180) days following expiration or termination of the Term.
- 3) **Scope of Agreement**
- a) **Grant of Access:** County hereby authorizes and permits Utility to enter upon the Right-of-Way and to construct, attach, install, operate, remove, relocate, repair, and maintain the Utility Facilities during the Term. Where necessary, Utility shall obtain permission to attach to any third party Utility Poles, conduits or related facilities. Utility understands that this Agreement does not provide Utility the exclusive use of the Right-of-Way and that the County has the right to permit other telecommunication service providers to install equipment or devices in the Right-of-Way.
  - b) **Access to County Facilities:** County hereby authorizes and permits Utility to access the County Facilities within Right-of-Way to attach, install, operate, remove, relocate, repair, and maintain Small Wireless Facilities during the Term, in each case upon written approval of County. In the event that a County Facility must be replaced to accommodate Utility's Small Wireless Facility, the Parties will follow the procedures in Schedule 1.

- c) Conditions to Rights: Nothing in this Agreement shall be deemed to grant, convey, create, or vest in Utility a real property interest in land, including any fee, leasehold interest, or easement.
- d) No Interference: Utility shall not interfere with any other use of the Right-of-Way, except as allowed by Permit, permission of any facility owner, or applicable Laws. The County agrees to require the same prohibition on interference from all other Persons permitted to use the Right-of-Way during the Term.

#### 4) Permit Process

- a) Permits Required: Permits Required: If the construction, attachment, installation, operation, maintenance, or modification of Utility Facilities in the Right-of-Way shall require any Permit under Law, Utility shall apply for the appropriate Permit and pay the associated Permit fees, provided: (i) the Permit fee only encompasses County's reasonable, direct costs of processing the Permit application; and (ii) such Permits are required from other utility providers for the installation of facilities in the Right-of-Way.
  - b) Processing of Permits: The County shall process Applications within sixty (60) days, or ninety (90) days for Applications including installation of a new Utility Pole (the "Shot Clock"), on the following schedule: (i) within ten (10) days of receipt of an Application, the County shall determine if the Application is complete and inform Utility; (ii) if County issues a notice of incompleteness, then the Shot Clock will stop until Utility responds; (iii) upon Utility remedying the incompleteness, the Shot Clock will reset at sixty (60) days or ninety (90) days, as applicable; (iv) if the County finds the response to be incomplete, the Shot Clock will stop again, but restart and not reset when the Utility responds; (v) if the County has not provided necessary Permits at the expiration of the Shot Clock, then the Permit is deemed to have been granted and Utility is free to commence construction as set forth in the Application.
  - c) General Terms: The Utility Facilities shall not be subject to any zoning, planning, or land use regulation or to any discretionary approval process or public hearing, except to the extent such processes have been applied to all telecommunications utility installations permitted within the Right-of-Way. Utility shall provide "As-Built Drawings" upon completion any work under a Permit.
  - d) Exceptions to Permitting: The County shall not require an Application or Permit for (i) routine maintenance; (ii) the replacement of Utility Facilities with Utility Facilities that are substantially similar or the same size or smaller, or (iii) for the installation, placement, maintenance, operation, or replacement of Micro Wireless Facilities that are strung on cables between existing Utility Poles, in compliance with the National Electrical Safety Code; provided that there is no lane closure, sidewalk closure or excavation involved in the work.
- 5) Relocation: At no cost to County, Utility shall relocate or adjust the Utility Facilities as required in connection with any future improvements constructed on behalf of the County in the Right-of-Way ("Public Project") as requested in writing by the County within a reasonable time under the circumstances. If Utility fails to timely relocate the Utility Facilities, the County may relocate Utility Facilities at Utility's sole cost and shall notify Utility promptly upon completion. The County will use its best effort to accommodate Utility's request for relocation of Utility Facilities. Any costs related to projects other than Public Projects which require the relocation or adjustment of Utility Facilities shall be borne by the applicable Person funding the project.

#### 6) Maintenance and Damage

- a) Maintenance of Facilities: The obligations of the Parties are set forth in Schedule 1 hereto.
- b) Damage to Right-of-Way: If Utility damages the Right-of-Way it shall promptly repair and return the Right-of-Way to a condition as good as existed prior to the work at its expense, normal wear and tear excepted. If Utility does not timely complete the repairs, the County shall have the option, upon five (5) days' written notice to Utility, to perform such reasonable and necessary work on behalf of Utility and to charge Utility for the actual and itemized costs incurred by the County. Upon the receipt of the demand for payment, Utility shall promptly reimburse the County for such cost within thirty (30) days of receipt of a written invoice.
- c) Casualty: In the event of damage to a County Facility rendering it unusable for the support of Utility Facilities (collectively, "Casualty"), applicable Annual Fees shall abate during the period the County Facility is unusable to Utility due to the Casualty. If the Casualty cannot reasonably be repaired within thirty (30)

days, Utility may terminate its use of the County Facility by written notice to County. Utility's obligation to pay Annual Fees with respect to the County Facility shall terminate upon such notice.

7) **Indemnification and Waiver**

d) **Indemnification**: To the extent permitted by Law, each Party shall indemnify and hold harmless the other Party, its officers, directors, employees and agents, and its successors and assigns from and against any claims, liabilities, losses, damages, fines, penalties, and costs (including reasonable attorneys' fees) which the indemnified parties suffer or incur because of: (i) any hazardous discharge resulting from acts or omissions of the indemnifying Party or its predecessor in interest; (ii) acts or omissions of the indemnifying Party, its agents or representatives in connection with its performance under this Agreement; or (iii) failure of indemnifying party to comply with Laws.

e) **Limitation on Damages**: In no event shall either Party be liable to the other party for any special, consequential, or indirect damages (including lost revenues and lost profits) arising out of this Agreement. Neither Party shall be liable to the extent such claims are caused by the intentional conduct or grossly negligent acts or omissions of the other Party.

8) **Compliance with Laws**: Notwithstanding anything to the contrary in this Agreement, each Party shall ensure that activities performed under this Agreement comply with Laws, including: (i) worker's compensation laws, (ii) unemployment compensation laws, (iii) the Federal Social Security Law, (iv) the Fair Labor Standards Act, and (v) all Laws relating to environmental matters or occupational safety.

9) **Insurance**

a) **Insurance Coverage**: Utility shall maintain at all times during the term of this Agreement (i) Commercial General Liability insurance protecting Utility in an amount of One Million Dollars (\$1,000,000) per occurrence (combined single limit), including bodily injury and property damage, One Million Dollars (\$1,000,000) per occurrence personal and advertising injury and in an amount of Two Million Dollars (\$2,000,000) annual aggregate and products-completed operations; (ii) Commercial Automobile Liability Insurance protecting Utility in an amount of One Million Dollars (\$1,000,000) per accident (combined single limit), including bodily injury and property damage. The Commercial General Liability insurance policy shall include the County, its elected officials, officers, and employees as additional insureds as respects any covered liability arising out of Utility's performance of work under this Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Such insurance shall be endorsed to provide the County with at least thirty (30) days' advance written notice of any cancellation by the insurer other than for non-payment of premium. Utility shall be responsible for notifying the County of any change or reduction of the occurrence or aggregate limits set forth above.

b) **Filing of Certificates and Endorsements**: Prior to the commencement of any work pursuant to this Agreement, Utility shall file with the County per the Notice section of this Agreement the required original certificate(s) of insurance with endorsements, which shall state the following:

(i) The policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts;

(ii) That Utility's Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that the County may possess, including any self-insured retentions the County may have; and any other insurance the County does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and

(iii) That Utility's Commercial General Liability insurance policy waives any right of recovery the insurance company may have against the County.

- c) **Workers' Compensation Insurance:** Utility shall maintain at all times during the Term statutory workers' compensation and employer's liability insurance in an amount of One Million Dollars (\$1,000,000) for each employee, One Million Dollars (\$1,000,000) per disease, and a One Million Dollar (\$1,000,000) policy limit, and shall furnish the County with a certificate showing proof of such coverage.
  - d) **Insurer Criteria:** Any insurance provider of Utility shall be authorized to do business in the state in which the County is located and shall carry a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A" Overall and a Financial Size Category of "X" (i.e., a size of \$500,000,000 to \$750,000,000 based on capital, surplus, and conditional reserves).
  - e) **Severability of Interest:** Any self-insured retentions must be stated on the certificate of insurance. "Severability of interest" or "separation of insureds" clauses shall be made a part of the Commercial General Liability and Commercial Automobile Liability policies.
- 10) **Force Majeure:** Except for payment of amounts due, neither Party shall have any liability for its delays or its failure of performance due to: fire, explosion, pest damage, power failures, strikes or labor disputes, acts of God, inclement weather, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, or other causes reasonably beyond its control, whether or not similar to the foregoing.
- 11) **Notices:** All notices pursuant to this Agreement shall be in writing and delivered personally or delivered at the locations below by: (i) U.S. Postal Service registered or certified mail; or (ii) overnight delivery service. Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the mail, or the next day in the case of overnight delivery. Either Party may change or add any address by written notice to the other Party delivered in the same manner.

If to County:

Pinal County Public Works  
 PO Box 749  
 Florence, AZ 85132

With a copy to:

Pinal County Public Works  
 PO Box 749  
 Florence, AZ 85132

24/7 emergency contact number:

520-866-6380

If to Utility:

Crown Castle Fiber LLC  
 8020 Katy Freeway  
 Houston, TX 77024  
 Attn: Teddy Adams, General Counsel

With a copy to:

Crown Castle Fiber LLC  
 8020 Katy Freeway  
 Houston, TX 77024  
 Attn: SCN Contracts Management

24/7 emergency contact information:

Telephone: (888) 632-0931]  
E-Mail: SCN.NOC@crowncastle.com

- 12) **Default:** Upon written notice of material default ("**Default**") by either Party, the other Party shall have forty five (45) days to cure the Default. If the Default cannot reasonably be cured within forty five (45) days by the defaulting Party, the cure period shall be extended by a reasonable time provided that the defaulting Party commences its cure during the forty five (45) day period and diligently pursues the cure to completion. Either Party may terminate this Agreement upon an uncured Default. The cure period for any monetary default shall be thirty (30) days from receipt of notice.
- 13) **Assignment:** This Agreement shall not be assigned by Utility without the written consent of County. However, the assignment, transfer or delegation of the rights and obligations of Utility hereunder to Utility's financially viable parent, subsidiary, successor, or affiliate under common control shall not require consent and shall be

effective upon written notice to County. This Agreement is binding upon the successors and assigns of the Parties.

**14) Governing Law**

- a) Choice of Law: This Agreement shall be governed and construed by and in accordance with the laws of the state of Arizona, without reference to its conflict of law principles.
- b) Venue: Any litigation commenced under this Agreement shall be brought exclusively in the federal or state courts with authority in the County. The prevailing Party shall be entitled to recover its cost of suit, including reasonable attorneys' fees.
- c) Change of Law: In the event of any change of Law which establishes maximum Annual Fees less than those set forth in this Agreement, the Annual Fees herein shall be automatically adjusted to the maximum rate set forth in such Law on the effective date of the Law. The adjusted fees shall apply to all Utility Facilities in place as of the effective date of the Law and all subsequent Utility Facilities installed during the Term.

**15) General Provisions**

- a) Interpretation: All headings contained in this Agreement are inserted for convenience only. All exhibits are by such reference incorporated by reference in this Agreement. Where appropriate: (i) the singular shall include the plural and vice versa; "or" shall mean "and/or"; and "including" shall mean, "including but not limited to". In any case where the approval or consent of one Party is to be given under this Agreement, such Party shall not unreasonably delay, condition, or withhold its approval or consent.
- b) Severability of Provisions: If any one or more of these provisions of this Agreement become void, voidable, or unenforceable for any reason, such provisions shall be deemed severable from the remaining provisions of this Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement.
- c) Waiver: Amendment: The waiver by either Party of any Default or any violation of this Agreement shall not be deemed to be a waiver or continuing waiver of any subsequent Default or violation. This Agreement may not be amended except pursuant to a written instrument signed by both Parties.
- d) Representations and Warranties: Each of the Parties represents and warrants that it has the full right, power, and authority to enter into and perform its obligations hereunder and that no other consents are required.
- e) Entire Agreement: This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements, or understandings, whether oral or written, between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein.

IN WITNESS WHEREOF, the Parties intending to be bound have executed this Agreement as of the Effective Date.

LICENSEE:

By: By: [Signature]

Title: Sr. Manager - Contract Mgmt



**EXHIBITS A  
TO  
Right of Way Use License Agreement between Pinal County and Crown Castle Fiber LLC**

Exhibit A; ServiceAreas is on file in the following Departments:

- Pinal County Development Services Department
- Pinal County Clerk of the Board Department