



# **FOURTH AMENDMENT TO NONEXCLUSIVE RIGHT-OF-WAY USE LICENSE FOR FIBER TRANSPORT FACILITIES**

**CONTRACT No. CTN-IT-13000000000000000194**

This FOURTH AMENDMENT is entered into by and between Pima County (“County”), a political subdivision of the State of Arizona, and Crown Castle NG West, Inc., a Delaware corporation (the “Licensee”), and shall be effective as of July 1, 2023.

## RECITALS

- A. County and NextG Networks of California, Inc., a Delaware corporation (“Licensee”), entered into a Nonexclusive Right-of Way Use License for Fiber Transport Facilities dated July 1, 2008, with an expiration date of June 30, 2013 (the “License”). Licensee subsequently changed its name to Crown Castle NG West, Inc., with notice filed in the State of Delaware on May 3, 2012 (ACC File #F1171725-5, Exhibit C). The First Amendment to License memorialized the name change and extended the term through June 30, 2018.
- B. On April 17, 2018, the parties entered into a Third Amendment to License pursuant to which the County agreed to renew License for an additional 5 years for Fiber Transport Facilities in County Right-of-Way, which expires June 30, 2023.
- C. Pursuant to Section 2 of the License, the initial term of the License was five (5) years, and the License is renewable upon mutual agreement of the parties and in accordance with applicable law.
- D. Licensee desires to extend the term of the License for another five (5) years commencing July 1, 2023 and expiring June 30, 2028, and County is

amenable to granting such extension of term, subject to approval of the Board of Supervisors herein.

### AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and undertakings of the parties hereinafter set forth, the parties to this License agree as follows:

1. The term of the subject License shall be extended for an additional five (5) years, to expire on June 30, 2028.
2. A renewal fee in the amount of One-Thousand Seven Hundred Dollars (\$1,700.00) has been paid by Licensee to Pima County Revenue Management.
3. All other terms and provisions of the License and all prior Amendments thereto not specifically changed by this Amendment shall remain in effect and are binding upon the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Fourth Amendment on the dates written below.

**PIMA COUNTY:**

\_\_\_\_\_  
Adelita Grijalva  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Melissa Manriquez, Clerk of the Board

\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Director, Information Technology Department

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Rachelle Barr, Deputy County Attorney

**CROWN CASTLE NG WEST,  
INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date