



**WIRELESS AGREEMENT  
BETWEEN CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS AND THE CITY OF  
CHANDLER  
FOR THE PHO SHAWNEE SITE**

City of Chandler Document No. \_\_\_\_\_  
City Council Meeting Date: \_\_\_\_\_

THIS WIRELESS AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date"), by and between the City of Chandler, Arizona, an Arizona municipal corporation ("City"), and Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless ("Company"). City and Company may be referred to individually as "Party" and collectively as "Parties".

**RECITALS**

- A. Company provides wireless communication services through the use of Wireless Facilities (hereinafter defined); and
- B. City is authorized to grant use agreements operate and maintain Wireless Facilities within the City boundaries under the Charter and Chandler City Code, and by virtue of federal and state statutes, by the City's police powers, by its authority over its public rights-of-way and highways as defined in Chapter 46 of the Chandler City Code, and by other City powers and authority; and
- C. Company has applied to the City for permission to operate and maintain the Wireless Facilities within the City of Chandler and located within City-owned real property as described on the attached Exhibit "A" at a site known as the "PHO Shawnee site" (the "Site") as depicted in Exhibit "B"; and
- D. Company has agreed to provide information required by and comply with the terms and conditions set forth in this Agreement and other requirements as City may establish from time to time.

**AGREEMENT**

NOW, THEREFORE, City hereby grants to Company this Wireless Agreement to operate and maintain Wireless Facilities at the Site within City-owned real property under the following terms and conditions.

**SECTION 1. DEFINITIONS**

For the purposes of this Agreement, the following words, terms, phrases, and their derivations are given the meaning stated in this Agreement. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

"ACC" means the Arizona Corporation Commission.

"Agreement" means this non-exclusive revocable authorization granted by the City to Company to operate and maintain Wireless Facilities on the Site.

"Agreement Activities" is ascribed the meaning in section 2.1.5.

"Antenna" means communications equipment that transmits or receives electromagnetic radio frequency signals and that is used in providing wireless services.

"A.R.S." means Arizona Revised Statutes, as amended.

"Base Use Fee" means the amount Company must pay City each month of this Agreement for use of City Right-of-way.

"C.C.C." means Chandler City Code, as amended

"C.F.R." means Code of Federal Regulations, as amended.

"City" means the City of Chandler, an Arizona municipal corporation

"City Council" means the Council of the City of Chandler

"City Manager" means the Chandler City Manager or the City Manager's designee

"Collocate", "collocating", or "collocation" refer to the use of Company's Facilities by another company

"Communications Equipment" means any and all electronic equipment at the Wireless Facility location that processes and transports information from the antennas to the Company's network

"Company" means Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless and related affiliates, subsidiaries, persons, or entities to which this Agreement is granted.

"Company's Improvements" means all improvements installed by the Company, including, but not limited to: all elements of the Wireless Facility, all screening elements, any landscaping plants or materials, and any other elements provided by the Company in the approved Agreement

"Competing Users" means entities that own the water pipes, cables and wires, pavement, and other facilities that may be located within the Right-of-way. Competing Users include without limitation, the City, the State of Arizona and its political subdivisions, the public, and all manner of utility companies and other existing or future users of the Use Area

"Critical Infrastructure Information" has the same meaning prescribed in A.R.S. § 41-1801, as amended

"Day" means a calendar day, except a Saturday, Sunday, or a holiday prescribed in A.R.S. § 1-301.

"Encroachment Permit" means a permit issued pursuant to Chapter 46 of the Chandler City Code that allows the Company to perform work in the Right-of-Way and to install and operate improvements in the Right-of-Way

"Environmental Laws" means all federal, state, and local laws, ordinances, rules, regulations, statutes, and judicial decisions, as amended from time to time, which in any way relate to or regulate human health, safety, industrial hygiene, environmental conditions, protection of the environment, prevention or cleanup of pollution, or contamination of the air, soil, surface water, or ground water

"Facility" or "Facilities" means Company's plant, equipment, and property, including but not limited to boxes, poles, wires, pipe, conduits, pedestals, antenna, and other appurtenances, in order to provide the services described in this Agreement

"FCC" means the Federal Communications Commission

"FCC OET Bulletin 65" means the FCC's Office of Engineering & Technology Bulletin 65 that includes the FCC Radio Frequency Exposure Guidelines

"FCC Rules" means all applicable radio frequency emissions laws and regulations.

"Fiscal Year" means a 12-month period that begins on July 1 and ends the following June 30

"Franchise" has the same meaning prescribed in the Arizona Constitution, article 13, §§ 4 and 6.

"Hazardous Substances" means those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law or the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides or herbicides, volatile solvents, materials containing asbestos or formaldehyde, or radioactive materials

"In-lieu Company" means a single, third party company, using the Site or Company's Facility, or part thereof, to provide services in lieu of such services being provided by Company.

"Ordinary Permit Use Fee" means the City's encroachment permit application, review, and other fees related to the issuance of the permit.

"Other Facilities" means facilities owned and operated by parties other than City or Company, which facilities occupy Public Property under authority of a City encroachment permit, Agreement, or franchise

"Pre-existing Environmental Condition" means the presence, emission, disposal, discharge, or release of any Hazardous Substance at, in, on, under or about the Wireless Facilities and Site, however caused, existing on the Effective Date, whether the nature and extent of the contamination is known or unknown

"Proprietary Information" means any document or material clearly identified by Company as confidential and includes, but is not limited to, any customer lists, financial information, technical information, or other information plainly identified as confidential by Company and pertains to Company's services provided to its customers

"Public Property" means the surface of and the space above and below of real property, which is owned, operated, and maintained by the city. Public Property does not include Right-of-Way.

"RF" means radio frequency

"RF Letter" means a letter attesting to the Company's compliance with FCC RF exposure guidelines from the Company's senior internal engineer.

"Right-of-Way" means the area on, below or above a public roadway, highway, street, sidewalk, alley, or utility easement. Right-of-Way does not include a Federal Interstate Highway, a state highway or state route under the jurisdiction of the Department of Transportation, a private easement, property that is owned by a special taxing district, or a utility easement that does not authorize the deployment sought by the Company

"Section" means any section, subsection, or provision of this Agreement

"Site" means the Use Area for the Wireless Equipment and the pole to which the antenna and other wireless facilities are attached

"Site Documents" means the depiction of the Agreement area, schematic plans and map showing location of the installation of the Facility in the City-owned real property, including but not limited to the title report of the use area, vicinity map, site plan, elevations, technical specifications and the cubic feet of the non-antenna wireless equipment

"Supplemental Parcel Agreement" means an agreement authorizing the Company to use property outside of the Public Property or Right-of-Way

"SRP" means Salt River Project and its subsidiaries and affiliates

"Telecommunications" has the same meaning prescribed in A.R.S. § 9-1401, as amended

"Telecommunications Company" has the same meaning prescribed in A.R.S. § 9-1401, as amended

"Telecommunications Service" has the same meaning prescribed in A.R.S. § 9-1401, as amended

"Third Party Areas" means the portions of the Public Property subject to Third Party Limitations

"Third Party Limitations" means some or part of the Public Property that may contain limited dedications or regulatory use restrictions imposed by a third party

"U.S.C." means United States Code, as amended.

"Use Area" means the real property used by Company where the Wireless Facilities are located.

"Violation Use Fee" means the types of fees that the City has available to remedy certain breaches of the Agreement by Company

"Wireless Facility" means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including both of the following: (i) Equipment associated with wireless communications, and (ii) Radio transceivers, antennas, coaxial or fiber-optic cables, regular and backup power supplies and comparable equipment, regardless of technological configuration. Wireless Facility includes Small Wireless Facilities, but does not include the structure or improvements on, under or within which the equipment is collocated, wireline backhaul facilities, coaxial or fiber-optic that is between wireless support structures or utility poles or coaxial or fiber-optic cable that is otherwise not immediately adjacent to, or directly associated with, an antenna. In addition, Wireless Facility does not include Wi-Fi radio equipment described in Section 9-506, Subsection I or microcell equipment described in Section 9-584, Subsection E.

"Wireless Facilities Site Permit", also referred to herein as "Site Permit", means the permit authorizing the installation of Wireless Facilities at a specific site in the City's Right-of-Way

"Wireless Infrastructure Company" as defined in A.R.S. §9-591(23) means any person that is authorized to provide telecommunications service in this state and that builds or installs wireless communications transmission equipment, wireless facilities, utility poles or monopoles but that is not a wireless service company. Wireless Infrastructure Company does not include a special taxing district.

"Wireless Services" as defined in A.R.S. §9-591(25) means any services that are provided to the public and that use licensed or unlicensed spectrum, whether at a fixed location or mobile, using wireless facilities

"Wireless Services Company" as defined in A.R.S. §9-591(26) means a person that provides wireless services. Wireless Services Company does not include a special taxing district.

"Wireless Support Structure" as defined in A.R.S. §9-591(27) means (i) a freestanding structure, such as a monopole, (ii) a tower, either guyed or self-supporting; (iii) a sign or billboard, or (iv) any other existing or proposed structure designed to support or capable of supporting small wireless facilities. Wireless Support Structure does not include a utility pole.

"Zoning Code" means Chapter 35 of City Code.

## **SECTION 2. PERMISSION GRANTED**

### **2.1 Grant.**

**2.1.1** Subject to the provisions of this Agreement, and to the City Code, City grants Company the nonexclusive revocable permission to operate and maintain its Wireless Facilities within the City Right-of-Way. This Agreement does not grant Company the right and privilege to operate and maintain its Wireless Facilities on Public Property. Subject to the terms and conditions of this Agreement and any additional applicable permits later issued for the Site, for use of the PHO Shawnee Site as more fully set forth herein. The uses of any other Public Property and installation or construction of any other antennae and other equipment locations at this Site are subject to approval by

the City through additional Encroachment Permit review by City staff. If Company desires to change the components of any of the Wireless Facilities in a manner that changes its *primary purpose*, *written approval of such change must be obtained by the City Manager who can refer the matter to the City Council if required by ordinance*, provided that such consent by either may not be unreasonably withheld or delayed. The installation and construction of a fiber optics or telecommunications network, or cable Wireless Facilities is not authorized by this agreement.

**2.1.2** Company may not install, maintain, construct, or operate Wireless Facilities in the Right-of-Way or provide services by means of such Wireless Facilities unless a Company first obtains and maintains in good standing at all applicable times of the following: (i) A City license for video services as provided by Title 9, Chapter 5, Article 7, Arizona Revised Statutes, or (ii) a City license for telecommunications services as provided by Title 9, Chapter 5, Article 1 1, Arizona Revised Statutes for facilities located in the Right-of-Way that connect the Company's Wireless Facilities to Company's interstate network. Company must demonstrate compliance with this section when Company submits to the City an application for a wireless agreement. As of the Effective Date, Company represents and warrants that Company complies with this condition. Company must notify City as provided in this Agreement of any changes to Company's compliance with this condition.

**2.1.3** Subject to obtaining the permission of the affected property owner, this Agreement also authorizes Company to operate and maintain its Wireless Facilities on structures owned by third parties located on Public Property, such as an electric utility company, provided, however, any installation on private property within or on the City's right-of-way, easements or other Public Property must comply with Chapters 46 and 47 and any other applicable sections of the City Code. Upon request, Company must promptly furnish to the City documentation of such permission from such other affected property owner. By executing this Agreement, the City does not waive any rights that it may have against any public utility or other property owner to require prior approval from the City for such uses of their property or facilities, or that revenues received by any public utility or other property owner from Company, by virtue of Company's use of their property or facilities, be included in the computation of franchise or Agreement fees owed by such parties to the City.

**2.1.4** Except for those Facilities specifically permitted on the PHO Shawnee Site, no component or part of Company's Wireless Facilities may be installed, constructed, located on, or attached to any property within the City by Company until Company has, for those Facilities to be located on Public Property or other Right-of-Way, obtained encroachment permits pursuant to Chapter 46 of the City Code. Additionally, Company must comply with all other provisions of the City Code, including Chapter 35 regarding zoning and other relevant City regulations.

**2.1.5** The Site may be used by Company for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance and repair of related support Facilities (such as tower and base, antennas, microwave dishes, equipment shelters and/or cabinets) but only for the provision of what is commonly known as cellular telephone service (whether or not technically referred to as Personal Communications Service, or some other term) by the use of "personal wireless service facilities" (as such phrase is defined in §704 of the Federal Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996), partially codified at 47 U.S.C. § 332(c)(7)(C)(2), hereinafter "1996 Act Section 704") and not for any other purpose. Company must, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules, and regulations (including but not limited to laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use of (and operations, maintenance, construction and/or installations at) the Site.

**2.1.6** Any privilege claimed under this Agreement and Encroachment Permit by Company in any public street or other Public Property must be subordinate to any prior or subsequent lawful occupancy or use thereof by the City or any other governmental entity, and must be subordinate to any prior lawful occupancy or use thereof by any other person, and must be subordinate to any prior easements therein, provided, however, that nothing herein may extinguish or otherwise interfere with property rights established independently of this Agreement.

**2.2 Description of the Wireless Facilities** Company's Wireless Facilities consists of improvements, personal property and Facilities necessary to operate its communications Wireless Facilities, including, without limitation, equipment that may be mounted on City owned poles or poles privately owned by other parties that may be on Public Property, and may include equipment buildings with perimeter screen walls in accordance with the provisions of

Chapter 35 of the Chandler City Code, and related cables and utility lines (collectively the "Wireless Facilities") as described in Exhibit A.

### **SECTION 3. SCOPE**

**3.1 Agreement.** Company agrees to comply with the provisions of Chapter 46 of the City Code

**3.2 Specific Authorization.** This Agreement solely authorizes Company to operate and maintain Wireless Facilities to provide Wireless Services in accordance with the terms of this Agreement

#### **3.3 Compliance with Laws.**

**3.3.1** Company must comply with all applicable laws, including, but not limited to, the City Code, in the exercise and performance of its rights and obligations under this Agreement. There is hereby reserved to the City the power to amend any section of the City Code so as to require additional or greater standards of construction, operation, and maintenance or otherwise pursuant to City's lawful police powers or as provided in the Agreement.

**3.3.2** If it is necessary for Company to comply with any law or regulation of the FCC or the ACC to engage in the business activities anticipated by this Agreement, Company must comply with such laws or regulations as a condition precedent to exercising any rights granted by this Agreement. Provided, however, no such law or regulation of the FCC or ACC may enlarge or modify any of the rights or duties granted by this Agreement without a written modification to this Agreement.

**3.3.3** Upon request Company must provide to the City copies of any communications and reports submitted by Company to the FCC or any other federal or state regulatory commission or agency having jurisdiction in respect to any matters directly affecting enforcement of this Agreement.

**3.3.4** Upon request Company must provide the City with regular reports, as reasonably needed, to establish Company's compliance with the various requirements and other provisions of this Agreement.

#### **3.4 Interference and Emergency.**

**3.4.1.** Company must receive approval by the City's Police and Fire Departments that Company's Wireless Facilities will not interfere with the City's public safety communications Wireless Facilities. Company agrees that all Wireless Equipment it operates within the City must strictly comply with the FCC's radio frequency emission regulations. In the event City incurs radio frequency interference with respect to its satellite, City communication Wireless Facilities, television or telephone equipment that is presumably caused by Company's operations, then City will give notice to Company via on-call assistance and in writing. Within ten (10) days following Company's receipt of such notice, Company must conduct engineering field tests to determine if such interference is being caused by Wireless Equipment operated by Company. City may conduct engineering field tests using City's own engineer to determine if such interference is caused by Company's Wireless Equipment. City's engineer and Company's engineer will use their best efforts to determine the cause of said interference, but if the two cannot agree on the cause thereof, a neutral third-party engineer will be appointed by City and Company to determine the cause of the interference. If it is determined that such interference results from any of Company's Wireless Equipment, Company must within five business days remedy such interference.

**3.4.2.** Company must continuously and without interruption, operate so that its Facilities are not deemed abandoned pursuant to 35-2209 of City Code.

**3.4.3.** Subject to the applicable provisions of the Chandler City Charter, City Code and Arizona Revised Statutes, City may, in the event of a public emergency, sever, disrupt, dig-up, or otherwise remove Company's Facilities if the action is deemed reasonably necessary by the City Manager, Fire Chief, Police Chief, Public Works Director, or Development Services Director. Notice will be given to Company at (800) 621-2622. A public emergency must be any condition which, in the opinion of any of the officials named, poses an immediate threat to the lives or property of City residents, caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, major water main breaks, or hazardous material spills.

**3.5 Reservation to City.** The City reserves every right and power, which is required to be herein reserved or provided by any ordinance or the Charter of the City, and Company, by its execution of this Agreement, agrees to be bound thereby and to comply with any action or requirements of City in its reasonable exercise of such rights or power, heretofore or hereafter enacted or established. Neither the granting of any Agreement nor any provision hereof may constitute a waiver or bar to the exercise of any governmental right or power of the City.

#### **SECTION 4. FEES AND CHARGES**

**4.1 Application Fee** Company must pay all fees and charges in connection with Company's performance under this Agreement. Company agrees to pay City, a fee in the amount indicated on the City fee schedule as of the date of submittal prior to submittal for approval of this Agreement to the City Council. Company has paid City a one-time payment for the Agreement Application Fee in the amount of \$3,000.00.

**4.2 Encroachment Permit Fees.** Company must pay any and all fees as required for processing any Encroachment Permits independently of this Agreement as indicated on the City fee schedule as adopted by the City Council and applicable to such permits and construction prior to the issuance of such a permit.

#### **4.3 Use Fee and Other Payments.**

**4.3.1** For the use of the Site, as of the Effective Date, Company must pay City the sum of \$2,297.50 (calendar year 2022) per month as use fee for the PHO Shawnee Site (the "Base Fee"). Initial payments of the Base Fee must be made within 90 days of the Effective Date and subsequent payments must be made on the first (1st) day of each month thereafter. The Base Fee for any fractional month at the beginning or at the end of the Term or Renewal Term will be prorated.

**4.3.2** Beginning on the annual anniversary of the Effective Date, and on each annual anniversary thereafter, the Base Fee will increase by 3.5%.

**4.3.3** In addition to the Base Fee, Company must pay to City any transaction privilege, sales, excise, rental, and other taxes (except income taxes) imposed now or hereinafter imposed by any governmental authority upon rentals and all other amounts to be paid by Company pursuant to this Agreement.

**4.3.4** All fees and costs must be paid to City at the following address or to such other persons or at such other places as City may designate in writing. All payments must be in lawful money of the United States of America:

City of Chandler, Development Services  
Mail Stop 405, P.O. Box 4008  
Chandler, AZ 85244-4008  
Attention: Development Services Administrator

**4.3.5** City will send invoices to Company at the following address:

Cellco Partnership,  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate  
Site: PHO Shawnee

#### **SECTION 5. TERM OF AGREEMENT**

**5.1 Term.** The term of this Agreement shall be as follows:

**5.1.1 Original Term** The original term of this Agreement shall be for a period of ten (10) years commencing on the Effective Date.

**5.1.2 Extension** The term of this Agreement may be extended for one (1) additional ten (10) year period subject to consent by City and Company, which either may withhold in its sole and absolute discretion as provided in Exhibit F. Both City and Company will be deemed to have elected to extend unless City or Company, respectively, gives notice to the contrary to the other at least one hundred eighty (180) days prior to the end of the original term or the current extension. The second term will begin ten (10) years plus one (1) day after the initial effective date. All of the terms and conditions of this Agreement must be in effect during the Term and extension of the Term.

**5.2 Hold Over.** In any circumstance whereby Company remains in possession or occupancy of the Site after the expiration of this Agreement (as extended, if applicable), such holding over will not be deemed to operate as a renewal or extension of this Agreement. Instead, the hold over may only create a use right from month to month that may be terminated at any time by City upon thirty (30) days' notice to Company or upon sixty (60) days' notice to City. If Company remains in possession of the Site at the termination or expiration of the initial term or any extension thereof without a written agreement with City to do so, such holding over will be construed to be a tenancy at sufferance from month to month at one and one-half (1 1/2) times the amount of the Use Fee (defined in Section 4.3) in effect at the time of the hold over and Company will be subject to the same terms and conditions of this Agreement.

## **SECTION 6. ACCEPTANCE**

**6.1 Written Acceptance.** Company's execution of this Agreement constitutes its acceptance of the Agreement as granted and its agreement to be bound by and to comply with this Agreement. Company's signature must be acknowledged by Company before a notary public.

**6.2 Validity of Agreement.** Company must acknowledge, as a condition of acceptance of this Agreement, that Company was represented throughout the negotiations of the Agreement by its own attorneys and had opportunity to consult with its own attorneys about its rights and obligations regarding same. Company has reviewed City's authority to execute and enforce this Agreement, and has reviewed all applicable law, both federal and state, and, after considering same, Company acknowledges and accepts the right and authority of City to execute this Agreement, to issue this Agreement and to enforce the terms herein. Both parties agree it shall not now or at any time hereafter contest or challenge the other party's authority under applicable federal, state and local law to enter into and enforce this Agreement in any city, state or federal court.

## **SECTION 7. ENCROACHMENT PERMIT – PHO SHAWNEE SITE**

**7.1 Site.** City has jurisdictional authority over the real property where the Company Facilities and the Use Area are located as depicted in attached Exhibit A.

**7.2 Ingress, Egress and Utility Access.** Under this Agreement, Company, its employees, agents, subcontractors, lenders, invitees, and guests shall have pedestrian and vehicular access to the Site without notice to City twenty-four (24) hours a day, seven (7) days a week, at no charge. This Agreement grants access to perform work where no excavation is involved and where previously permitted structures and facilities exist. If excavation is required for utilities, plans must be submitted to City Staff for approval which will not be unreasonably withheld. Company must submit engineered plans and drawings through the standard Encroachment Permit application process showing the exact location of Company's activities and the plans for installation to City Staff for approval prior to installation.

**7.3 Use of Site.** The Site must be used solely for the operation of wireless communication services utilizing radio communication Facilities ("Company Facilities"). Company must not use the Site for any other purpose without the written consent of City. The Site shall be used only for lawful purposes, and only in accordance with all applicable building, fire and zoning codes, and applicable local public park ordinances and regulations.

**7.4 City Cooperation.** City agrees to cooperate with Company, at Company's expense, in making application for and obtaining all Agreements and any and all other necessary approvals that may be required for Company's intended use of the Site. However, nothing herein shall be deemed to constitute a contractual obligation of City, as a municipality, to issue a required Agreement where the officer, agent, or employee of City responsible for the issuance of such Agreement deems the issuance of such an Agreement to be inappropriate. This Agreement is not intended to

supersede, modify, or waive City Code or Zoning Code requirements applicable to the construction of wireless communication facilities except to the extent they relate to an encroachment permit for the PHO Shawnee Site.

**7.5 Tests and Construction.** Company may enter the Right-of-Way following the full execution of this Agreement to enter upon the Site for the purpose of making appropriate engineering and boundary surveys, inspections, soil test borings, and other reasonably necessary tests for construction of Company's Facilities, except as otherwise limited by Section 7.3. Company must indemnify and hold City harmless against liability, loss, cost, damage, or expense that may arise out of any personal injury or property damage resulting from Company's entry upon the Site, except to the extent caused by City's negligence or willful misconduct. Company must coordinate with the Development Services Department to avoid interfering with any City operations while conducting any such tests or construction.

**7.6 Company Construction/Improvements.**

**7.6.1** Company must submit plans and specifications for all the Facilities to be constructed or installed for prior review and approval by the Development Services Department. Such approval is separate from, but may be obtained concurrent with, development approvals (building permits, encroachment permits, special use permits, etc.) required and issued by the Development Services Department. All of Company's construction and installation work must be performed at Company's sole cost and expense and in a good and workmanlike manner.

**7.6.2** The construction plans and specifications must include fully dimensioned site plans that are drawn to scale and show, as applicable, antenna, equipment shelter, the proposed changes in the landscape, the proposed type and height of fencing, if any, the proposed type of construction material for all structures, including fencing or screening, and any other details requested by City or required to obtain development approvals.

**7.6.3** Company Facilities must remain Company's personal property and not fixtures, and title to the same shall be held by Company. Company shall remove all Company Facilities at its sole expense on or before the expiration or earlier termination of this Agreement and shall repair any damage to the Site caused by such removal and restore the Site to the condition it was in at the time of removal reasonable wear and tear and casualty excepted. If this removal includes the removal of a City owned structure such as a ball field light, a replacement structure approved by the Development Services Department will be constructed.

**7.6.4** Any portion of Company's Facilities, or any of Company's personal property, equipment, or improvements on the Site that is not removed on or before ninety (90) days following the termination of this Agreement, may be removed by City and all expenses of such removal and site restoration charged to Company.

**7.6.5** Company must make no alterations or additional improvements to or upon the Site without first obtaining written approval of the Development Services Department.

**7.7 Utilities.** Company must be liable for and must pay throughout the term of this Agreement, all charges for all utility service furnished to the Site for all Company purposes related to the operation and maintenance of Company's Facilities.

**7.8 Maintenance and Repair.** Company must keep their building, fencing or screen walls, if any, and other Facilities in good repair and in a neat and clean condition and must maintain and preserve any landscaping within and around any fenced area in accordance with City zoning code.

**7.9 Hazardous Substances.** Company's activities upon or about the Use Area are subject to the following regarding any hazardous or toxic substances, waste or materials or any substance now or hereafter subject to regulation under the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601, *et seq.*, the Arizona Hazardous Waste Management Act, A.R.S. §§ 49-901, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, *et seq.*, the Toxic Substances Control Act, 15 U.S.C. §§ 2601, *et seq.*, or any other federal, state, county, or local law pertaining to hazardous substances, waste or toxic substances and their reporting requirements (collectively "Toxic Substances").

**7.9.1 No Warranties.** Company understands the hazards presented to persons, property, and the environment by dealing with Toxic Substances. City makes no warranties as to whether the Use Area contains actual or presumed asbestos or other Toxic Substances.

**7.9.2 Discovery.** Within twenty-four (24) hours after discovery by Company of any Toxic Substances, Company must report such Toxic Substances to City in writing. Within fourteen (14) days thereafter, Company must provide City with a written report of the nature and extent of such toxic substances found by Company.

**7.9.3 Disturbance of Toxic Substances.** Prior to undertaking any construction or other significant work, Company must cause the Use Area to be inspected to prevent disturbance of potential asbestos or other Toxic Substances. Prior to any work of any description that bears a material risk of disturbing potential asbestos or other Toxic Substances, Company must cause Company's contractor or other person performing such work to give to City notice by the method described in this Agreement to the effect that the person will inspect for Toxic Substances, will not disturb Toxic Substances, and will indemnify, defend and hold City harmless against any disturbance in Toxic Substances in the course of the Company's or other person's work. Company must cause any on-site or off-site storage, inspection, treatment, transportation, disposal, handling, or other work involving Toxic Substances by Company in connection with the Use Area to be performed by persons, equipment, Facilities and other resources who are at all times properly and lawfully trained, authorized, licensed, permitted and otherwise qualified to perform such services. Company must promptly deliver to City copies of all reports or other information regarding Toxic Substances.

## SECTION 8. LETTER OF CREDIT

**8.1 Amount; Purpose.** Within thirty (30) Days after the Effective Date of this Agreement, Company must deposit with the City an irrevocable letter of credit in the amount of fifty thousand dollars (\$50,000) (replenishable as specified in Section 8.3 below) issued by a federally insured commercial lending institution. The form and substance of said letter of credit will be used to assure (a) the faithful performance by Company of all provisions of this Agreement; (b) compliance with all orders, permits, and directions of any Department of the City having jurisdiction over Company's acts or defaults under this Agreement; and (c) Company's payment of any penalties, liquidated damages, claims, liens, and taxes due to the City that arise by reason of the construction, operation, or maintenance of the Wireless Facilities, including cost of removal or abandonment of any of Company's property.

**8.2 Drawing on Letter of Credit.** The letter of credit may be drawn upon by the City by presentation of a draft at sight on the lending institution, accompanied by a written certificate signed by the City Manager certifying that Company has been found to have failed to comply with this Agreement, stating the nature of noncompliance, and stating the amount being drawn. The rights reserved to the City with respect to the letter of credit are in addition to all other rights of the City, whether reserved by this Agreement or authorized by law, and no action proceeding against a letter of credit will affect any other right the City may have.

**8.3 Replenishing.** The letter of credit shall be structured in such a manner so that if the City at any time draws upon the letter of credit, upon notice to Company by the issuing lending institution, Company must immediately increase the amount of available credit by the amount necessary to replenish that portion of the available credit exhausted by the honoring of the City's draft; provided, however the maximum amount available to be drawn on this letter of credit for any one event may not exceed fifty thousand dollars (\$50,000). The intent of this Section is to make available to the City at all times a letter of credit in the amount of fifty thousand dollars (\$50,000).

## SECTION 9. INSTALLATION, CONSTRUCTION & OPERATION OF THE WIRELESS FACILITIES

**9.1 Damage to Public Property.** Whenever the installation, removal, or relocation of any of Company's Wireless Facilities is required under this Agreement, and such installation, removal or relocation cause damage to Public Property, Company, at its sole cost and expense, must promptly repair and return Public Property in which the Wireless Facilities components are located to a safe and satisfactory condition in accordance with applicable laws, reasonably satisfactory to the Development Services Director or designee. If Company does not repair the Site as just described, City will have the option, upon fifteen (15) days prior written notice to Company, to perform or cause to be performed such reasonable and necessary work on behalf of Company and to charge Company for the proposed costs to be incurred or the actual costs incurred by City at City's standard rates, plus an administrative fee of fifteen percent (15%).

Upon the receipt of a demand for payment by City, Company must, within thirty (30) days, reimburse City for such costs. For any pavement cuts by Company, Company agrees to restore the pavement and to reimburse City for all costs arising from the reduction in the service life of any public road, in accordance with the provisions of Chapter 46 of the City Code and the fees established by City pursuant thereto. Company agrees to pay within thirty (30) days from the date of issuance of an invoice from City. Provided, however, in the event Company failure creates a dangerous condition for which immediate repair or corrective action is necessary for health or safety reasons, no prior notice need be provided to Company, but City may at City's option, immediately repair and restore the site to a safe condition and charge Company as provided above.

**9.2 Damage to Facilities of Others.** Company must construct, install, locate, and relocate its Wireless Facilities in such a manner that it causes no disruption of other services or damage to the other facilities. If Company damages any City facility, Company must pay to City, the full costs of all repairs incurred by City to repair such damage, together with an administrative fee of fifteen percent (15%). If Company damages any facility owned by an entity other than City, Company must, at the option of the entity whose facility was damaged, either repair and restore such facility to its condition before such damage or reimburse that entity the full cost incurred for repairs and restoration and also for other damages as proved by such other entity.

## SECTION 10. TERMINATION

**10.1 Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of written notice of default, or (ii) by Company if it does not obtain or maintain any Agreement, permit, or other approval necessary for the construction and operation of the Site, or (iii) by Company if Company determines that the Site is not appropriate for its operations for economic or technological reason, including without limitation, signal interference, or (iv) Company's Insolvency as described in this section.

**10.2 Rights at Termination.** The following provisions will apply at the expiration of the term of this Agreement.

**10.2.1 Surviving Obligations.** Expiration or termination of this Agreement does not terminate Company's obligations existing or arising prior to or simultaneous with, or attributable to, the termination or events leading to or occurring before termination.

**10.2.2 Delivery of Possession.** Company must cease using the Site. Company must without demand, peaceably and quietly quit and deliver up the Use Area to the City thoroughly cleaned, in good repair with the Use Area maintained and repaired and in as good order and condition, reasonable use and wear excepted, as the Use Area is now or in such better condition as the Use Area may hereafter be placed.

**10.2.3 Confirmation of Termination.** Upon expiration or termination of this Agreement for any reason, Company must provide to City upon demand recordable disclaimers covering the Use Area executed and acknowledged by Company and by all persons claiming through this Agreement or Company any interest in or right to use the Use Area.

**10.2.4 Removal of Improvements.** Company must remove all Facilities and restore the Use Area to its prior condition, or to a condition matching City's surrounding land and improvements, as directed by City, at Company's expense within 30 days of termination of this Agreement. Without limitation, such work shall include revegetation and appropriate irrigation Wireless Facilities for revegetated areas.

**10.2.5 Prior Improvements.** This section also applies to any improvements that Company may have made to the Site.

**10.3 Company's Insolvency.** Company's insolvency will be deemed an event of default. "Insolvency" means (a) the making by Company of any general assignment or general arrangement for the benefit of creditors, (b) the filing by or against Company of a petition to have Company adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Company, the same is dismissed within sixty (60) days), or (c) the appointment of a trustee or receiver to take possession of substantially all of

Company's assets located at the Site or of Company's interest in this Agreement, where possession is not restored to Company within thirty (30) days

## **SECTION 11. INDEMNITY AND INSURANCE**

**11.1 Insurance Responsibility.** During the entire term of this Agreement, Company must insure its property and activities at and about the Site and must provide insurance and indemnification as follows. Company must procure and maintain, and must cause its contractors to procure and maintain substantially the same coverage with substantially the same limits as required of Company, as provided in Section F below, until all their respective obligations have been discharged, insurance against claims for injury to persons or damage to property which may arise from or in connection with Company's obligations under this Agreement and Company's activities on the Site, including but not limited to the installation, construction, relocation, removal, repair, operation, and maintenance of the Wireless Facilities and Communications Equipment by Company, its agents, representatives, employees, or contractors. The insurance requirements herein in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the limits contained herein are sufficient to protect Company from liabilities that might arise out of this Agreement by Company, its agents, representatives, employees or contractors, and Company is free to purchase such additional insurance as may be determined necessary.

**11.2 Minimum Scope and Limits of Insurance.** Company must provide coverage with limits of liability not less than stated below

**11.2.1 Commercial General Liability – Occurrence Form.** Policy must also include coverage for products completed operations, independent contractors, personal injury, property damage, and advertising injury.

|                                           |              |
|-------------------------------------------|--------------|
| Products – Completed Operations Aggregate | \$10,000,000 |
| Each Occurrence                           | \$10,000,000 |

The policy must be endorsed to include the following additional insured language: "The City of Chandler, its agents, representatives, officers, directors, officials, employees, and volunteers shall be included as an additional insured with respect to liability arising out of the activities performed by the Company." This endorsement may not contain an exclusion or limitation of completed operations coverage as regards the additional insured except with respect to the stated aggregate limits of liability. The policy may not exclude the explosion/collapse/underground ("xcu") hazard.

**11.2.2 Automobile Liability.** Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of work under this Agreement

|                             |             |
|-----------------------------|-------------|
| Combined Single Limit (CSL) | \$1,000,000 |
|-----------------------------|-------------|

The policy must contain an "MCS-90" endorsement providing for clean-up of pollution conditions arising from transported product, if the work performed under the Agreement requires the transportation of any Hazardous Substances by motor vehicle. The policy must also be endorsed to include the following additional insured language: "The City of Chandler, its agents, representatives, officers, directors, officials, employees, and volunteers shall be included as an additional insured with respect to liability arising out of the activities performed by Company, including automobiles owned, leased, hired, or borrowed by Company".

**11.2.3 Worker's Compensation and Employers' Liability.**

|                         |             |
|-------------------------|-------------|
| Workers' Compensation   | Statutory   |
| Employers' Liability    |             |
| Each Accident           | \$1,000,000 |
| Disease – Each Employee | \$1,000,000 |
| Disease – Policy Limit  | \$1,000,000 |

Policy must contain a waiver of subrogation against the City of Chandler

**11.2.4 Pollution Liability.**

|                  |              |
|------------------|--------------|
| Per Occurrence   | \$10,000,000 |
| Annual Aggregate | \$10,000,000 |

The policy must be endorsed to include the following additional insured language "The City of Chandler its agents, representatives, officers, directors, officials, employees, and volunteers shall be included as an *additional insured with respect to liability arising out of the activities performed by Company* " The policy must include coverage for cleanup of sudden or accidental pollution conditions arising from the Wireless Facilities and Communications Equipment, as defined in the Agreement; cleanup of new conditions arising from Company's operations and use of the Site under this Agreement; and third-party claims for on and off-site bodily injury and property damage Company warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

**11.2.5 Telecommunications, Media & Technology Errors & Omissions including Network Security & Privacy Liability Insurance (Cyber).**

|                         |              |
|-------------------------|--------------|
| Per Claim and Aggregate | \$10,000,000 |
|-------------------------|--------------|

The policy must cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this Agreement In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Agreement warrants that any retroactive date under the policy shall precede the effective date of this Agreement, and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the Effective Date of this Agreement If such insurance is maintained on an occurrence form basis, Company must maintain such insurance for an additional period of one (1) year following termination or expiration of this Agreement If such insurance is maintained on a claims-made basis, Company must maintain such insurance for an additional period of three (3) years following termination or expiration of this Agreement If Company contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), Company must provide proof of same The insurance must provide coverage for the following risks: (i) Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form, (ii) Network security liability arising from the unauthorized access to, use of or tampering with the System including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure, (iii) Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, the System, network or similar computer related property and the data, software, and programs thereon

**11.3 Additional Insurance Requirements.** The policies are to contain, or be endorsed to contain, the following provisions: Company's insurance coverage must be primary insurance and non-contributory with respect to the obligations that Company has undertaken under this Agreement The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, volunteers, and employees, for losses arising from work performed by the Company under this Agreement

**11.4 Notice of Cancellation.** Upon receipt of notice from its insurer(s), Company must provide thirty (30) days prior written notice of cancellation to the City Such notice must be sent directly to the addresses listed below and must be sent by first class mail

City of Chandler  
 Attention Development Services Department  
 P O. Box 4008, Mail Stop 405  
 Chandler, Arizona 85244-4008

Phone: (480) 782-3000  
Email: [tuf@chandleraz.gov](mailto:tuf@chandleraz.gov)

With a copy to: Office of the City Attorney  
Attention: Risk Management  
175 South Arizona Avenue  
P.O. Box 4008 Mail Stop 602  
Chandler, Arizona 85244-4008  
Phone: (480) 782-4640  
Fax: (480) 782-4652  
Email: [legal.notices@chandleraz.gov](mailto:legal.notices@chandleraz.gov)

**11.5 Acceptability of Insurers.** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an "A.M. Best" rating of not less than A-VII. City in no way warrants that the above-required minimum insurer rating is sufficient to protect Company from potential insurer insolvency.

**11.6 Verification of Coverage.** Company must furnish City with certificates of insurance (ACORD form or equivalent approved by City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of this Agreement. All certificates required by this Agreement must be sent directly to the City of Chandler Development Services Department with a copy to Risk Management at the addresses listed in Section 11.4. The Agreement number and description are to be noted on the certificate of insurance. At City's request, Company must make certified copies of all insurance policies required by this Agreement available for City's review through a representative and at Company's most proximate location.

**11.7 Contractors.** Company must require all contractors and subcontractors to obtain and maintain substantially the same coverage with substantially the same limits as required of Company and must name the City of Chandler its agents, representatives, officers, directors, officials, employees, and volunteers as an additional insured. Notwithstanding the above, contractor's limits of liability must not be less than \$1,000,000 per occurrence, \$2,000,000 aggregate.

**11.8 Approval.** Any modification or variation from the insurance requirements in this Agreement must have prior approval from the Office of the City Attorney, whose decision will be final. Such action will not require a formal contract amendment but may be made by administrative action.

**11.9 Indemnity.** In addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, throughout the term of this Agreement or any and all Permits and until all obligations and performances under or related to this Agreement are satisfied and all matters described in this paragraph are completely resolved, Company and all other persons using, acting, working or claiming through or for Company (if they or their subcontractor, employee or other person or entity hired or directed by them participated in any way in causing the claim in question) shall jointly and severally indemnify, defend and hold harmless City and all other parties required to be named as additional insureds under this Section 11 ("Additional Insureds") for, from and against any and all claims or harm related to Company's use of the Site or the rights granted to Company with respect to the Site or Company's exercise of its rights under this Agreement (the "Indemnity"). Without limitation, the Indemnity shall include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use, financial harm, or other impairment), damages, losses, expenses, penalties, fines or other matters (together with all reasonable attorney fees, court costs, and the cost of appellate proceedings and all other costs and expenses of litigation or resolving the claim) that may arise in any manner out of Company's use of the Site or other property pursuant to this Agreement or any and all Permits, or any actions, acts, errors, mistakes or omissions relating to work or services in the performance of or related to this Agreement by Company, including without limitation any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents or other persons upon or using the Site or surrounding areas

related to Company's exercise of its rights under this Agreement, except to the extent caused by City or any other Additional Insured or anyone for whose mistakes, errors, omissions or negligence City may be liable. Notwithstanding the foregoing, the Indemnity does not apply to: (i) Claims arising from the sole negligence or intentionally wrongful acts of City, or (ii) Claims that the law prohibits from being imposed upon the indemnitor

**11.10 Risk of Loss.** Company assumes the risk of any and all loss, damage or claims related to Company's use of the Site or other property of City, Company or third parties throughout the term of this Agreement and the term(s) of any and all Permits. Company must be responsible for any and all damage to its property and equipment related to this Agreement unless caused by the negligence of the City or its agents or contractors

**11.11 Insurance to be Provided by Others.** Company must cause its contractors or other persons occupying, working on or about, or using the Site pursuant to this Agreement to be covered by their own or Company's insurance as required by this Agreement. The required policy limits for commercial general liability insurance provided by such persons must be \$1,000,000 for each occurrence, \$1,000,000 for products and completed operations annual aggregate, and \$2,000,000 general aggregate limit per policy year. This paragraph does not apply to persons who do not actually perform physical labor at the Site (such as Company's consulting design engineers)

## **SECTION 12. ASSIGNABILITY AND TRANSFERABILITY**

**12.1 Assignability.** This Agreement and all permits are not assignable by Company (and any assignment shall be void and vest no rights in the purported assignee) unless the assignment is made in strict compliance with the following

**12.2 Assignments Affected.** Every assignment of any of Company's interest in the Right-of-way, any Agreement, any Permit, or any of Company's rights or interests hereunder is prohibited unless Company first receives from City notice of City's consent to the assignment, City's consent to such assignment not to be unreasonably withheld, conditioned, or delayed. All references in this Agreement to assignments by Company or to assignees shall be deemed also to apply to all of the following transactions, circumstances and conditions and to all persons claiming pursuant to such transactions, circumstances and conditions: (i) Any voluntary or involuntary assignment, conveyance or transfer of Company's right to use the Right-of-way under this Agreement or any interest or rights of City under this Agreement, in whole or in part; (ii) Any voluntary or involuntary pledge, lien, mortgage, security interest, judgment, claim or demand, whether arising from any contract, any agreement, any work of construction, repair, restoration, maintenance or removal, or otherwise affecting Company's rights to use the Right-of-way (collectively "Liens"); (iii) Any assignment by Company of any interest in any Agreement or Permit for the benefit of creditors, voluntary or involuntary; (iv) A Company Insolvency; (v) The occurrence of any of the foregoing by operation of law or otherwise; (vi) The occurrence of any of the foregoing with respect to any assignee or other successor to Company

**12.3 Pre-approved Assignments.** Subject to certain conditions hereafter stated, City hereby consents to certain assignments (the "Pre-approved Assignments"). Only the following assignments are Pre-approved Assignments:

**12.3.1 Complete Assignment of Agreement and Permits.** Company's complete assignment of all of Company's rights and interests in the Right-of-way and approved Agreements, and issued Permits to a single assignee who meets all of the following requirements, as determined by City in City's reasonable discretion (a "Qualified Operator"). (i) The assignee has experience, management, credit standing and financial capacity and other resources equal to or greater than Company's and adequate to successfully perform the obligations set forth herein; (ii) The assignee is experienced in the management and operation of similar projects; (iii) The assignee assumes all of Company's obligations herein; (iv) The assignee has a net worth of not less than Fifty Million and No/100 Dollars (\$50,000,000.00).

**12.3.2 Stock Transfers** The transfer of publicly traded stock, regardless of quantity

**12.3.3 Merger** The merger or consolidation of Company with another entity that is a Qualified Operator.

**12.3.4 Common Ownership Transfer** Company's complete assignment of all of Company's rights and interests in the Right-of-way and approved Agreements to a single assignee who is and remains a majority owned

subsidiary of Company's owner as of the date of the Agreement (or a majority owned subsidiary of a majority owned subsidiary of Company's owner as of the date of the Agreement), or a majority owned subsidiary of Company

**12.4 Limitations on Assignments** City's consent to any assignment, including without limitation, Pre-approved Assignments, is not effective until the following conditions are satisfied (i) Except for the sale of stock, Company must provide to City a summary of the transaction assigning its interests; and (ii) Each assignee must execute an assumption of any and all Agreements and Permits to be assigned in the form attached as Exhibit E, and (iii) Each Pre-approved Assignment must satisfy all other requirements of this Agreement pertaining to assignments

**12.5 Assignment Remedies** Any assignment without City's consent shall be void and shall not result in the assignee obtaining any rights or interests. City may, in its sole discretion and in addition to all other remedies available to City under this Agreement or otherwise, and in any combination, terminate any and all Agreements and Permits, collect Base Fee from the assignee and/or declare the assignment to be void, all without prejudicing any other right or remedy of City this Agreement. No cure or grace periods may apply to assignments prohibited under this Agreement or to enforcement of any provision under this Agreement against an assignee who did not receive City's consent

**12.6 Effect of Assignment** Prior to any assignment, each assignee must execute an assumption of each Agreement and Permit in the form attached hereto as Exhibit E. No action or inaction by City shall be deemed a waiver of the prohibition on assignments or any other provision herein, or the acceptance of the assignee, Company or occupant as Company, or a release of Company from the further performance by Company of the provisions of this Agreement, any agreement, or any permit. Consent by City to an assignment shall not relieve Company from obtaining City's consent to any further assignment. No assignment may release Company from any liability hereunder

**12.7 Enforceability after Assignment.** No consent by City may be deemed to be a novation. City's consent to any assignment does not in any way expand or modify the terms set forth this Agreement or waive, diminish, or modify any of City's rights or remedies under any agreement or any permit. The terms set forth in this Agreement will be enforceable against Company and each successor, partial or total, and regardless of the method of succession, to Company's interest hereunder. Each successor having actual or constructive notice of this Agreement, any agreement or permit will be deemed to have agreed to the preceding sentence.

**12.8 Grounds for Refusal** Except for the Preapproved Assignments, no assignment of any agreement or permit by Company is contemplated or bargained for. Without limitation, City has the right to impose upon any consent to assignment such conditions and requirements as City may deem appropriate

**12.9 Consent to Assignments** Company must attach to each Pre-approved Assignment a copy of Company's notice to City of the Pre-approved Assignment and other required documents, Company must attach to each other assignment, a copy of City's notice to Company of City's consent to the assignment. This Agreement will continue to be enforceable according to its terms in spite of any provisions of any documents relating to an assignment

**12.10 Assignment Fee** Company must pay to City in advance the sum of Five Hundred Dollars (\$500) as a nonrefundable fee for legal, administrative, and other expenses related to every Pre-approved Assignment of an Agreement (including any related Site Permits (other than the sale of publicly traded stock) or to any request for a consent to assignment, whether or not City grants such request.

## **SECTION 13. USE AREA**

**13.1 Authority to Use Public Property.** Upon approval of this Agreement, City grants to Company permission to install Wireless Facilities in the Public Property upon issuance of all required Permits as set forth below

**13.2 Limitations.** Notwithstanding anything herein to the contrary, the Use Area includes and is limited to only certain area that Company is permitted to use and occupy as depicted in Exhibit B. The Use Area will be clearly defined by the Boundary Plan in the Preliminary Drawings or Construction Drawings

**13.3 Use Area Boundary** The Use Area excludes other parts of the Public Property and all other land. Company must not occupy or use any other portion of the Public Property or adjoining lands. An approved

Agreement or an issued Permit does not allow any use of land outside the Use Area. If any portion of Company's work, improvement, or equipment is to be located on other land, such work, improvements, and equipment are prohibited unless Company first obtains from the owner of said land (including City, if applicable) an agreement allowing such work, improvements, or equipment (a "Supplemental Parcel Agreement")

**13.4 Power and Telephone Service.** Nothing herein grants permission for any portion of the power, telephone, or other service routes, if any. Use of the Public Property or utility easements for these purposes, if any, is governed by other City laws, rules, and policies, and by the Agreement or franchise between City and electrical, telephone, and other service Companies. Any proposed service entrance section, electrical meter pedestal, vault or other equipment and any associated conduits required by power, telephone, or other service Companies to be constructed by the Company to provide such services to the Site must be clearly indicated on the Site Construction Drawings to coordinate with and avoid conflicts with other users.

**13.5 Rights in Adjacent Land.** Company's interests granted by this Agreement are expressly limited to the real property defined as the "Use Area" in an issued Permit. Without limitation, in the event any public right-of-way or other public or private property at or adjacent to the Use Area is owned, dedicated, abandoned, or otherwise acquired, used, improved, or disposed of by City, such property will not accrue to Company but will be City's only.

**13.6 Variation in Area.** In the event the Use Area consists of more or less than any stated area, Company's obligations hereunder will not be increased or decreased.

**13.7 Condition of Title.** Company must not amend, modify, terminate, or otherwise change the Site Documents or create new Site Documents without the City's written approval.

**13.7.1 Title.** City does not warrant title or rights to use the Use Area or any other property.

**13.7.2 Indemnity.** Company must pay, indemnify, defend, and hold harmless the City and its agents and representatives of, from and against any and all claims, demands, damages, expenses, interest or penalties of any kind or nature whatsoever, including reasonable attorneys', arbitrators' and experts' fees and court costs that arise from or relate to Company's failure to comply with the Site Documents except to the extent caused by City's negligence or willful misconduct.

**13.8 Condition of Use Area.** The Use Area is made available in an "as is" condition without any express or implied warranties of any kind, including without limitation any warranties or representations as to their condition or fitness for any use or particular purpose.

**13.9 No Real Property Interest.** Notwithstanding any provision hereof to the contrary, and notwithstanding any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the parties, Company's rights herein are limited to use and occupation of the Use Area for the Permitted Uses. Company's rights in the Use Area are limited to the specific rights created herein as an approved Agreement.

**13.10 Reserved Right and Competing Users and Activities.** Notwithstanding anything herein to the contrary, City specifically reserves to itself and excludes from any issued Permit a non-exclusive delegable right (the "Reserved Right") over the entire Use Area for all manner of real and personal improvements and for streets, sidewalks, trails, landscaping, utilities, and every other land use of every description, provided the foregoing does not unreasonably interfere with Company's use of the Use Area. Without limitation:

**13.10.1 Competing Users.** Company accepts the risk that City and others (the "Competing Users") may now or in the future install their facilities in the Use Area in locations that make unoccupied parts of the Public Property unavailable for Company's use.

**13.10.2 Competing Activities.** Company accepts the risk that there may now or in the future exist upon the Use Area all manner of work and improvements upon the Use Area (the "Competing Activities"). The Competing Activities include without limitation any and all laying construction, erection, installation, use, operation, repair, replacement, removal, relocation, raising, lowering, widening, realigning or other dealing with any or all of the following, whether above, upon or below the surface of the Use Area and whether occasioned by

existing or proposed uses of the Public Property or existing or proposed uses of adjoining or nearby land (i) All manner of streets, alleys, sidewalks, trails, ways, traffic control devices, subways, tunnels, trains and gates of every description, and all manner of other transportation facilities and their appurtenances, (ii) All manner of pipes, wires, cables, conduits, sewers, pumps, valves, switches, conductors, connectors, poles, supports, access points and guy wires of every description, and all manner of other utility facilities and their appurtenances, (iii) All manner of canals, drains, bridges, viaducts, overpasses, underpasses, culverts, markings, balconies, porches, overhangs and other encroachments of every description and all manner of other facilities and their appurtenances: (iv) All other uses of the Public Property that City may permit from time to time.

**13.11 City's Rights Cumulative.** All of City's Reserved Rights under various provisions of this Agreement and any and all issued Permits will be cumulative to each other.

**13.12 Use Priorities.** This Agreement does not grant to Company or establish for Company any exclusive rights or priority in favor of Company to use the Use Area. Company must not obstruct or interfere with or prevent any Competing User from using the Use Area. City agrees that Competing Users may not obstruct or interfere with or prevent Company from using the Use Area.

**13.13 Regulation.** City reserves the full authority to regulate use of the Use Area and to resolve competing demands and preferences regarding use of the Use Area and to require Company to cooperate and participate in implementing such resolutions. Without limitation, City may take any or all of the following into account in regulating use of the Use Area: (i) all timing, public, operational, financial and other factors affecting existing and future proposals, needs and plans for Competing Activities, and (ii) all other factors City may consider relevant, whether or not mentioned in this Agreement and any and all issued Permits, (iii) differing regulatory regimes or laws applicable to claimed rights, public benefits, community needs and all other factors relating to Competing Users and Competing Activities.

**13.14 Communications Equipment Relocation.** Upon ninety (90) days' notice from City and in connection with the relocation of the associated SRP transmission pole, Company may temporarily or permanently relocate or otherwise modify the Communications Equipment (the "Relocation Work") as follows: (i) Company must perform the Relocation Work at its own expense when required by the City Manager; and (ii) The Relocation Work includes all work determined by City to be necessary to accommodate Competing Activities, including without limitation temporarily or permanently removing, protecting, supporting, disconnecting, or relocating any portion of the Communications Equipment, and (iii) City may perform any part of the Relocation Work that has not been performed within the allotted time. Company must reimburse City for its actual costs in performing any Relocation Work. City has no obligation to move Company's, City's or others' facilities, but may assist Company to find a new location and to expedite the approval process, and (iv) City reserves the right to use any of Company's Facilities that are abandoned in place or that are not relocated on City's request; and (v) all Relocation Work is subject to and must comply with this Agreement, and (vi) if City and Company cannot mutually agree on an alternate location, this Agreement will terminate as set forth in section 15.1; and (vii) Communication Equipment relocated to an acceptable location must be reflected by an amendment to this Agreement and subject to City Council approval.

**13.15 Interference/Disruption by Competing Users.** Neither City, nor any agent, contractor, or employee of City will be liable to Company, its customers nor third parties for any service disruption or for any harm caused them or the Communications Equipment due to Competing Users or Competing Activities.

**13.16 Emergency Disruption by City.** City may remove, alter, tear out, relocate or damage portions of the Communications Equipment in the case of fire, disaster, or other emergencies as the City Manager deems such action to be reasonably necessary under the circumstances. City will make reasonable efforts to contact the Company's Network Operations Center at (800) 621-2622. In such event, neither City, nor any agent, contractor or employee of City may be liable to Company or its customers or third parties for any harm so caused to them or the Communications Equipment. When practical, City may consult with Company in advance to assess the necessity of such actions and to minimize damage or disruption of operation of the Communications Equipment to the extent reasonably practical under the circumstances. City will inform Company after such action is taken. The terms and condition for Relocation Work apply for Company's repair for the emergency disruption of Company's Wireless Facilities.

**13.17 Public Safety.** If the Communications Equipment or any other Company equipment, improvements, or activities present any immediate hazard or impediment to the public, to City, to City's equipment or facilities, to other improvements or activities within or outside of the Use Area, or to City's ability to safely and conveniently operate the Public Property or perform City's utility, public safety, or other public health, safety, and welfare functions, Company must immediately remedy the hazard, comply with City requests to secure the Public Property, and otherwise cooperate with City at no expense to City to remove any such hazard or impediment. Company's work crews must report to the Use Area within four (4) hours of any request by City under this section. The City may impose violation use fees and civil sanctions as provided in C.C.C. chapter 46 for Company's failure to comply with this section, this Agreement, or City Code.

**13.18 Third Party Permission.** Company's Wireless Facilities must not be located on Third Party Areas without the third party's written permission. This Agreement may be suspended for Company's failure to obtain the third party's written permission to use Third Party Areas.

#### **SECTION 14. PROPRIETARY INFORMATION**

**14.1 Notice to Company.** If City receives a request to disclose information identified by Company as Proprietary Information, City will notify Company of such request as provided in section 19.15 to permit Company at Company's cost a reasonable opportunity to prevent the disclosure of the requested information. If the City does not receive a court order to prevent disclosure within five business days from the date of the notice, the City will disclose the requested information.

**14.2 Public Records Law.** Notwithstanding any provision in this Agreement, Company acknowledges and understands that City is a political subdivision of the State of Arizona and is subject to the disclosure requirements of Arizona's Public Records Laws (A.R.S. § 39-121 et. seq.)

#### **SECTION 15. ABANDONMENT**

**15.1 Abandonment; Removal of Facilities.** In the event that the use of a substantial part of any of the Wireless Facilities is discontinued for any reason for a continuous period of two (2) years for reasons other than Force Majeure, or in the event such Wireless Facilities or property has been installed in any Public Property without complying with the requirements of this Agreement, or this Agreement has terminated or been revoked, Company must promptly, upon being given 60 days' notice from the City, begin removal of such Wireless Facilities and related appurtenances from the Public Property other than such underground facilities which the City may permit to be abandoned in place. In the event of such removal, Company must promptly restore the Public Property or other area from which such property has been removed to a condition satisfactory to the City subject to the City's customary practice to review upon request of Company. As a minimum, Company must restore the Public Property to a condition as existed prior to the removal of the structure or property.

**15.2 Permanent Abandonment.** The Wireless Facilities and any other property of Company remaining on the Public Property without the consent of the City 180 days after the revocation of this Agreement will be at the option of the City considered permanently abandoned. Any Company property permitted to be abandoned in place will be abandoned consistent with C.C.C. §§ 46-209, 46-812(K), the Utility Permit Manual, Transportation and Development Policy TDP-275, and any other applicable law.

#### **SECTION 16. AGREEMENT REVOCATION**

**16.1 Revocation for Nonuse.** Not later than 24 months after the date that the City issues a wireless agreement under C.C.C. chapter 46, or an amended video service agreement under C.C.C. chapter 46, Company must offer and provide wireless services unless the Company cannot meet the requirement for reasons beyond the Company's control as provided in Section 19.22. If Company fails to comply with this section, the City may revoke this Agreement.

**16.2 Revocation for Cause.** In addition to C.C.C. chapter 46 and subject to Section 16.4 below, this Agreement may, after public hearing and notice and an opportunity to cure pursuant to Section 16.3 below, be revoked,

altered, or suspended by the City as it deems necessary on any of the following grounds. (i) failure to file and maintain any faithful letters of credit, insurance coverage or pay Agreement fees as required under this Agreement, (ii) failure to comply with applicable law regarding the operation of the Wireless Facilities, this Agreement, or the appropriate regulatory authority, (iii) violation of material terms of this Agreement, (iv) fraud by Company, in its conduct or relations under the Agreement; (v) willful or grossly negligent repeated violations of this Agreement, (vi) failure to comply with any federal, state, local or administrative order, law, permit regulation or consent decree as such may apply to Company's activities, as contemplated in this Agreement, and (vii) permanent or temporary suspension for a period greater than 180 calendar days by the United States or the State of Arizona for any authorizations for Company to own, operate, maintain, or construct a Wireless Facilities

**16.3 Cure Period** If any of the foregoing events occur, Company will be given a period of 60 days after receipt of a written notice of default from the City to cure the default before the hearing described in Section 16.4. The provisions of Section 16.4 apply (i) if Company fails to cure the event of default within the 60 day period, or (ii) when an event of a default cannot be cured within the 60 day period and Company fails to begin and diligently pursue the cure

**16.4 City Determination; Public Hearing** If Company fails to remedy its default as provided for in Section 16.2, City will notify Company of that determination and will state the major causes and reasons supporting the determination. Company will be granted ten days to respond to the determination. The City will consider the response of Company, if any, and may then terminate, postpone for a period, or proceed with the revocation, alteration, or suspension process. If the City proceeds with the revocation, alteration, or suspension process, or reactivates a postponed proceeding, a written statement of revocation, alteration, or suspension will be served upon Company stating the principal reasons for such action and a copy of the statement must be sent by certified U.S. mail, return receipt requested, to Company as provided in Section 19.15. The City Council may take final action on the revocation, alteration, or suspension of this Agreement after the public hearing

**16.5 Removal of Facilities** Upon revocation of this Agreement, the City may declare a forfeiture, whereupon all rights and privileges of Company under this Agreement will immediately be divested without a further act upon the part of Company, and Company must remove its structures or property from the Public Property and restore the Public Property to the condition as existed prior to the removal of the structure or property. Upon Company's failure to do so within six months of revocation, the City may perform the work and collect the City's cost from Company. At the City's option, Company may abandon structures or property in place as provided in this Agreement. At a minimum, the Public Property must be restored to a condition as existed before the removal of the structures or property

## **SECTION 17. RADIO FREQUENCY REQUIREMENTS; CITY EMPLOYEE SAFETY**

**17.1 RF Compliance Requirements.** Company must document, report, and confirm its compliance with FCC Radio Frequency Exposure Guidelines (FCC OET Bulletin 65) and all other applicable radio frequency emissions laws and regulations in effect from time to time (collectively, the "FCC Rules"). Company must cause its senior internal engineer responsible for compliance with the FCC Rules to deliver to City a written letter (the "RF Letter"), as follows: (i) The RF Letter must attest that Company's operation of the Communications Equipment is in compliance with the FCC Rules. A statement from Company declaring exemption from reporting to FCC is not acceptable to comply with the requirements of this paragraph, and (ii) Company must maintain records of radio frequency measurements and Communications Equipment performance in accordance with the FCC Rules; and (iii) Company must show its compliance with the FCC Rules

**17.2 Prior Notice for Work Near Wireless Facilities.** Prior to performing any work on the Site, the City's employee will contact the Network Operations Center (the "NOC") whose information must be located on the ground level Communications Equipment or on the pole. The City's employee will identify himself or herself as an employee of City and will request deactivate the RF signals at the Site for a specified period. Upon completion of the work, the City's employee will contact the NOC to inform Company that the Site may activate the RF signals

**17.3 Kill Switch** Company must provide access to a "kill switch" for the Wireless Facilities and Communication Equipment located at the Site for use by the City's employees, agents, or representatives

## **SECTION 18. VIOLATION USE FEES AND PUBLIC SAFETY VIOLATIONS.**

**18.1 Violation Use Fee.** Company agrees to pay Violation Use Fees as provided in C.C.C. chapter 46 when Company breaches the terms of this Agreement and fails to cure the breach after the applicable notice and cure period. The City may elect to draw upon the letter of credit required in Section 8 to collect the Violation Use Fees. For continuing violations within a 24-hour period, each calendar day is considered a separate period for purposes of recovery of Violation Use Fees. Company's payment of Violation Use Fees does not excuse Company's breach of this Agreement or limit the City's legal or equitable remedies.

**18.2 Enforcement of Violation Use Fees.** The City Manager may issue a warning for Company's first violation under this section. The City Manager will issue notice to the Company as listed in Section 19.15. If City determines that Company is liable for Violation Use Fee, the City assesses the Violation Use Fee by setting forth the nature of the violation and the amount of the assessment. Within ten days of the notice of violation date, Company may appeal the violation as provided in C.C.C. chapter 46 or must pay the Violation Use Fee.

**18.3 Public Safety Violations; Civil Sanctions.** In addition to imposing a Violation Use Fee, as provided in C.C.C. chapter 46 the City Manager may issue notices of violation of this Agreement and may take those measures necessary to promote, preserve, and protect public health, safety, and welfare within the public right-of-way. The City Manager may issue a warning for Company's first violation under this section. The City Manager will issue notice to the Company as listed in Section 19.15, and Company's violation may result in a civil sanction as provided in C.C.C. chapter 46. For continuing violations within a 24-hour period, each calendar day is considered a separate period for civil sanctions.

**18.4 Civil Action for Violations.** These remedies are cumulative and the City may proceed under one or more remedies. Any party who causes, permits, facilitates, or aids or abets any violation of any provision of this section or who fails to perform any act or duty required by this section is subject to a civil sanction as provided in C.C.C. chapter 46.

## **SECTION 19. GENERAL CONDITIONS.**

**19.1 Agreement Administrator and Enforcement.** In all matters of Agreement administration, the City Manager has authority to determine Company's compliance with the terms and provisions of the Agreement, and in the event of non-compliance, to exercise any or all of the remedies provided in this Agreement and to the full extent provided by law.

**19.2 Right of Inspection of Construction.** The City may inspect all construction or installation work performed subject to the provisions of this Agreement and to make such tests as it deems necessary to ensure compliance with the terms of this Agreement and other pertinent provisions of law.

**19.3 Right of Intervention.** The City may intervene in any suit or proceeding related to or arising out of this Agreement to which Company is party, and Company may not oppose such intervention by the City.

**19.6 Compliance With Laws.** Company must comply with all federal, state, and City ordinances, resolutions, rules, and regulations related to the rights and duties granted Company under this Agreement.

**19.7 No Recourse.** Company has no recourse whatsoever against the City or its officials, boards, commissions, agents, or employees for any loss, costs, expense, or damage arising out of any provision, requirement, enforcement, or defect in this Agreement.

**19.8 Non-Enforcement by the City.** Company will not be relieved of its obligation to comply with any of the provisions of this Agreement by reason of the City's failure to insist upon or to seek compliance with any term and condition.

**19.9 Agreement Documents.** Company must submit to the City the letter of credit and insurance certificates as required by the Agreement within 30 days of the Effective Date. The Agreement granted is not legally operative until all of Company's requirements in this Section are completed. In the event Company does not timely satisfy

these, this Agreement will be deemed null and void unless Company's time period to comply is extended by the Council.

**19.10 Survival of Warranties.** Company's representations and warranties made as part of the grant of this Agreement or any permit issued under this Agreement survive termination or revocation of this Agreement.

**19.11 Right of Cancellation.** Company acknowledges that this Agreement is subject to cancellation by the City under A.R.S. § 38-511.

**19.12 Covenant Against Contingent Fees.** Company warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and that no member of the City Council or any employee of the City has any interest, financially or otherwise, in this Agreement. For breach or violation of this warranty, the City has the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

**19.13 Independent Contractor.** Any provision in this Agreement that may appear to give the City the right to direct Company or Company the right to direct the City as to the details of accomplishing the work or to exercise a measure of control over the work means that the party will follow the wishes of the other party as to the results of the work only.

**19.14 Governing Law; Jurisdiction.** Arizona law governs this Agreement, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding to enforce this Agreement must be instituted in Maricopa County, Arizona courts.

**19.15 Delivery, Procedure of Notices and Communications.** All notices, consent, or other communication under this Agreement must be in writing and: (i) delivered in person; or (ii) deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested; or (iii) deposited with any commercial air courier or express service and addressed as follows:

To City:

City of Chandler  
P.O. Box 4008, Mail Stop 405  
Chandler, Arizona 85244-4008  
Attention: Development Services  
Phone: (480) 782-3000  
e-mail: [tuf@chandleraz.gov](mailto:tuf@chandleraz.gov)

To Company:

Cellco Partnership,  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate Site: PHO Shawnee  
Phone: 800 264-6620

With a copy to:

City of Chandler  
Office of the City Attorney  
P.O. Box 4008, Mail Stop 602  
Chandler, Arizona 85224-4008

Notice will be deemed received at the time it is personally served, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) calendar days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice will be computed from the time the notice is deemed received unless noted otherwise. Any party may change its mailing address, phone number, email address or the person to receive notice by notifying the other party as provided in this Section. Notices sent by electronic mail must also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by electronic mail.

**19.16 Organization/Employment Disclaimer.** This Agreement is not intended to constitute, create, give rise

to, or otherwise recognize a joint venture, agreement, or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the Parties will be only those expressly set forth in this Agreement

**19.17 Entire Agreement; Amendment; Waivers** This Agreement, and the below listed exhibits which are incorporated herein by this reference and are attached and/or on file at the City and available for inspection, constitute the entire agreement between the City and Company with respect to the transactions contemplated therein and supersede all prior negotiations, communications, discussions and correspondence, whether written or oral, concerning the subject matter hereof. No supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless executed in writing by the Parties. No waiver of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provisions, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver is binding unless expressly executed in writing by the Party making the waiver

Exhibit "A" – Site Drawings  
Exhibit "B" – Use Area or Legal Description  
Exhibit "C" – Chandler Department Approval Form  
Exhibit "D" – Form Letter of Credit  
Exhibit "E" – Assumption Wireless Use Agreement  
Exhibit "F" – Extension of Wireless Use Agreement

**19.18 Right of Parties** Nothing in this Agreement, whether express or implied, is intended to confer any right or remedies under or by reason of this Agreement on any persons other than the Parties to this Agreement and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any person who is not a party to this Agreement, nor will any provisions in this Agreement give any persons not a party to this Agreement any right of subrogation or action over or against any Party to this Agreement

**19.19 Construction.** This Agreement is the result of negotiations between the Parties, none of whom has acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms and provisions of this Agreement will be construed in accordance with their usual and customary meanings. The Parties hereby waive the application of any rule of law that otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular and the singular the plural. The words "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. All references to "Sections" herein refer to the sections and paragraphs of this Agreement unless specifically stated otherwise. The section and other headings contained in this Agreement are inserted for convenience of reference only, and they neither form a part of this Agreement nor are they to be used in the construction or interpretation of this Agreement

**19.20 Severability** If any covenant, condition, term, or provision of this Agreement is held to be illegal, or if the application of this Agreement to any person or in any circumstances to any extent be judicially determined to be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, condition, term, or provision to persons or in circumstances other than those to which it is held invalid or unenforceable, must not be affected, and each covenant, term, and condition of this Agreement is valid and enforceable to the fullest extent permitted by law.

**19.21 Cooperation and Further Documentation** Each of the Parties agree to provide the other with such additional and other duly executed documents as are reasonably requested to fulfill the intent of this Agreement

**19.22 Force Majeure** For the purpose of any of the provisions of this Agreement, neither Company nor the City, as the case may be, will be considered in breach of or in default of their obligations under this Agreement as a result of the enforced delay in performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, acts of God, acts of the public enemy, acts of the Federal Government, acts of the Salt River Project, acts of Maricopa County, acts of the State of Arizona or any

of its departments, acts of any railroad, fire, floods, epidemics, strikes, lock outs, freight embargoes, and unusually severe weather, it being the purpose and intent of this provision that in the occurrence of any such enforced delay, the time for performance of Company's and the City's obligations, as the case may be, will be extended for the period of the enforced delay, provided that the party seeking the benefit of this provision will have notified the other party in writing of the cause or causes, and requested an extension for the period of the enforced delay. If notice by the party claiming such extension is sent to the other party more than 30 days after commencement of the cause, the period of delay will be deemed to commence 30 days prior to the giving of such notice.

**19.23 On-Call Assistance.** Company must be available to staff employees of any City department having jurisdiction over Company's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the installation, operation, maintenance, or removal of its Wireless Facilities. City may contact by telephone the control center operator at telephone number (800) 621-2622 regarding such problems or complaints. In the event of a public emergency, pursuant to Sections 13.16 and 13.17, the emergency contact can be reached at (800) 621-2622.

**19.24 Legal Worker Requirements** A.R.S. § 41-4401 prohibits the City from awarding a contract to any party who fails, or whose contractors fail, to comply with A.R.S. § 23-214(A) in connection with this Agreement. Therefore, Company and each contractor it uses warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A in connection with this Agreement. A breach of this warranty will be deemed a material breach of this Agreement and may be subject to penalties up to and including revocation of the Agreement. City retains the legal right to inspect the papers of Company's or contractor's employees who provide services under this Agreement to ensure that Company and its contractors comply with this warranty.

**19.25 Lawful Presence Requirement.** A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

**19.26 Written Acceptance** Company's execution of this Agreement constitutes Company's acceptance of this Agreement as granted and its agreement to be bound by and to comply with the terms and conditions of this Agreement. Company's signature must be acknowledged by Company before a notary public.

**19.27 Data Confidentiality and Data Security.** As used in this Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Company as part of the terms and conditions of this Agreement. Except as specifically provided in this Agreement, Company must not divulge confidential data provided by City to Company and clearly marked confidential to any third party without the City's prior written consent. These prohibitions do not apply to the following data: (i) data which was known to the Company prior to the Effective Date or is publicly available, or (ii) data which was acquired by the Company in its performance under this Agreement and which was disclosed to the Company by a third party, who to the best of the Company's knowledge and belief, had the legal right to make such disclosure and the Company is not otherwise required to hold such data in confidence; or (iii) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Company is subject. Company assumes all liability to maintain the confidentiality of City's confidential data in Company's possession. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court.

**19.28 Authority** Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into, and bind such party to the commitments and obligations set forth herein.

**IN WITNESS WHEREOF**, the Parties duly execute and agree to be bound by this License as of the Effective Date

City of Chandler, an Arizona municipal  
corporation

By \_\_\_\_\_  
MAYOR/AUTHORIZED STAFF

APPROVE AS TO FORM

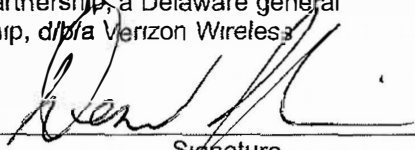
\_\_\_\_\_  
City Attorney by. 

ATTEST

\_\_\_\_\_  
City Clerk

SEAL

Cellco Partnership, a Delaware general  
partnership, d/b/a Verizon Wireless

By  \_\_\_\_\_  
Signature

Print Name Desmond Jackbir  
Title Director - Network Field Engineering

**EXHIBIT "A"**  
**SITE DRAWINGS**



**SITE NAME: PHO\_SHAWNEE-5G LSUB6**  
**1911 N. ALMA SCHOOL ROAD**  
**CHANDLER, ARIZONA, 85224**



SITE PHOTO

**SHEET INDEX**

- T-1 PROJECT INFORMATION AND DATA
- A-1 SITE PLAN
- A-2 CHANGED SITE PLAN
- A-3 ANTENNA INFORMATION
- A-3.1 EQUIPMENT INFORMATION
- A-4 ELEVATIONS
- A-6 ELEVATIONS

**CLIENT**

VERIZON WIRELESS  
8003 W. MORELOS PLACE  
CHANDLER, ARIZONA, 85226  
CONTACT: MARIO BRUNLEY  
PHONE: (480) 451-9609

**PROPERTY OWNER**

CITY OF CHANDLER  
P.O. BOX 883  
CHANDLER, ARIZONA, 85224  
CONTACT: J. B. D.  
PHONE: 1.800.

**SITE ACQUISITION**

PERMITS CONSULTING  
1408 N. MARVAY STREET, #101  
CHANDLER, ARIZONA, 85226  
CONTACT: MICHELLE LANGMUIR  
PHONE: (480) 854-8588 x.230

**ARCHITECT**

YOUNG DESIGN CORP.  
10245 E. VIA LINDA, #211  
SCOTTSDALE, ARIZONA, 85258  
CONTACT: MATTHEW YOUNG  
PHONE: (480) 451-9609

**STRUCTURAL CONSULTANT**

YOUNG DESIGN CORP.  
10245 E. VIA LINDA, #211  
SCOTTSDALE, ARIZONA, 85258  
CONTACT: MATTHEW YOUNG  
PHONE: (480) 451-9609

**PROJECT DATA**

LEADER: VERIZON WIRELESS  
8003 W. MORELOS PLACE  
CHANDLER, ARIZONA, 85226  
ZONING: SF-A3  
APN: 200-000000  
LEASE AREA: 2.123 P. (1.05278)  
JURISDICTION: CITY OF CHANDLER  
COUNTY: MARICOPA  
BUILDING CODES: 2016 I.B.C.  
2017 A.E.C.  
2018 I.B.C.  
2018 I.F.C.

**TOWER OWNER**

VERIZON WIRELESS  
8003 W. MORELOS PLACE  
CHANDLER, ARIZONA, 85226  
CONTACT: MARIO BRUNLEY  
PHONE: (480) 451-9609

**PROJECT DESCRIPTION**

THE PROJECT CONSISTS OF THE REMOVAL OF (8) EXISTING ANTENNAS TO BE REPLACED WITH (8) NEW LESSEE ANTENNAS AND ASSOCIATED EQUIPMENT FOR COMPANY'S WIRELESS TELECOMMUNICATIONS NETWORK AT THE SPECIFIED RAO CENTERS. REMOVE EXISTING RAO. REMOVE EXISTING TMA. INSTALL (2) NEW BANDH RAO. (1) PER SECTOR MOUNTED @ GROUND EQUIPMENT LOCATION. INSTALL (2) NEW DUAL BAND RAO (850/13, 1) PER SECTOR @ GROUND EQUIPMENT LOCATION. INSTALL (2) NEW DUAL BAND RAO (850/13, 1) PER SECTOR @ GROUND EQUIPMENT LOCATION. INSTALL NEW 1204 HYBRID CABLE. INSTALL NEW DVP-12 & DVP-12 SHELF AT GROUND EQUIPMENT LOCATION. FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION.

**NOTE:**  
ALL NEW EQUIPMENT INSTALLED ON TOWER SHALL BE INSTALLED BEHIND SCREENING.

**SITE COORDINATES**

LATITUDE: 33° 18' 54.1" N  
LONGITUDE: 111° 57' 30.988" W  
GROUND ELEVATION: 1204.8 M.S.L.

**WRT DIRECTIONS**

FROM TEMPE OFFICE: TAKE EASTBOUND GUADALUPE ROAD, THEN TURN RIGHT SOUTH TO MERID (ONTO SOUTHBOUND AZ LOAN RD), TAKE EXIT 28 FOR HANSEN RD. TURN LEFT (EAST) ONTO HANSEN RD. THEN TURN RIGHT (SOUTH) ONTO N. ALMA SCHOOL RD. DESTINATION WILL BE ON THE LEFT (EAST) SIDE OF THE STREET.



**CLIENT**

**verizon**  
126 W. GEMINI DR.  
TEMPE, AZ 85283  
pn: 480 451 9609 fax: 480 451 9608  
e: msl corporate@verizon.com

**INTERNAL REVIEW** DATE

**CONSTRUCTION SIGNATURE**

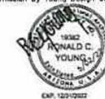
**RF SIGNATURE**

**FACILITIES SIGNATURE**

**REAL ESTATE SIGNATURE**

**young design corp**  
architecture / project management  
10245 E. Via Linda, Scottsdale, AZ 85258  
pn: 480 451 9609 fax: 480 451 9608  
e: msl corporate@ydc.com

**SEAL**  
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**NO. DATE DESCRIPTION**

1 05/02/2022 FINAL ISSUE

**ARCHITECTS JOB NO.**

YDC-9626

**PROJECT INFORMATION**

**PHO\_SHAWNEE**  
**5G LSUB6**

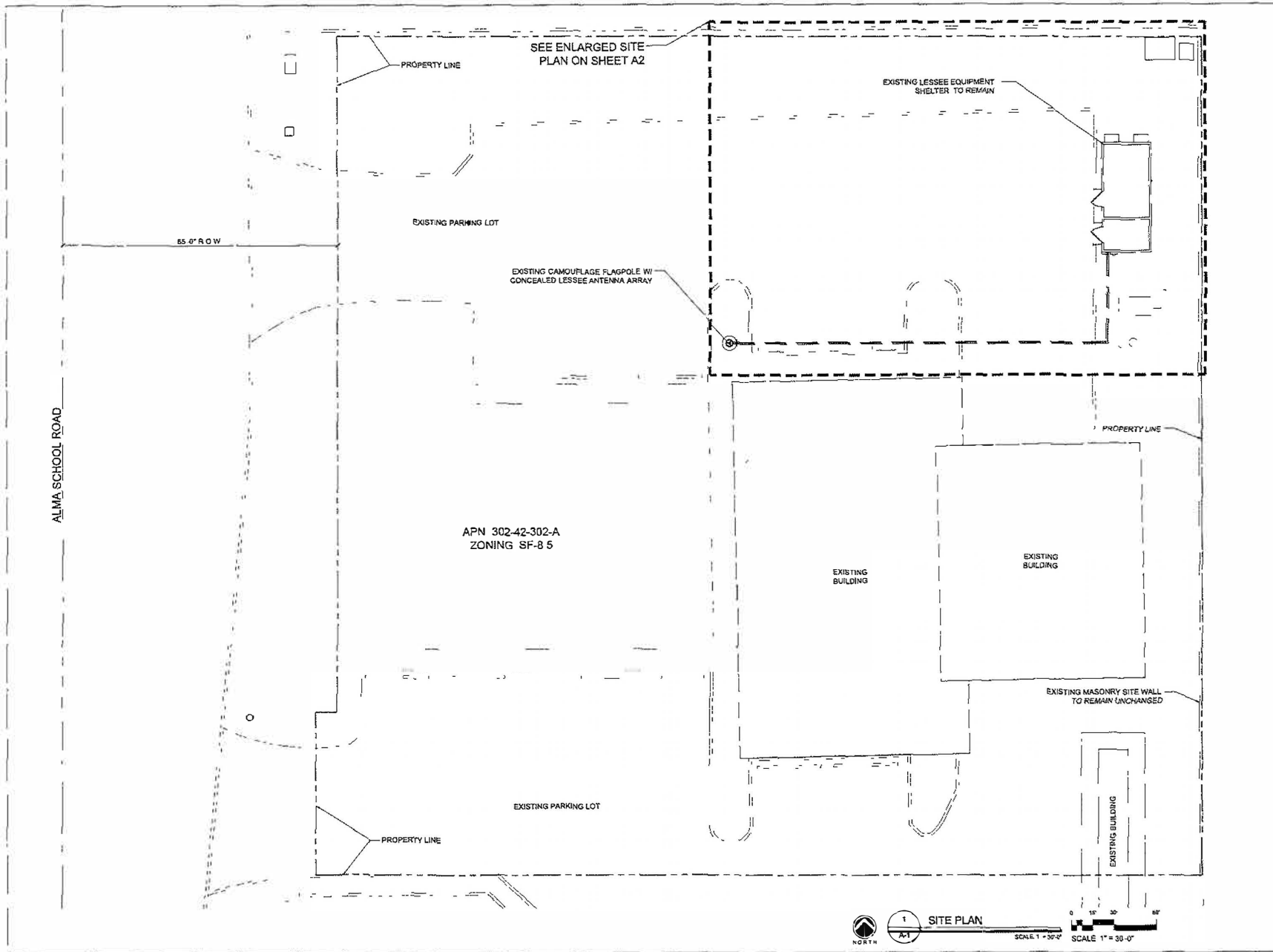
1911 N. ALMA SCHOOL ROAD  
CHANDLER, ARIZONA, 85224

**SHEET TITLE**  
**PROJECT INFORMATION**  
**AND DATA**

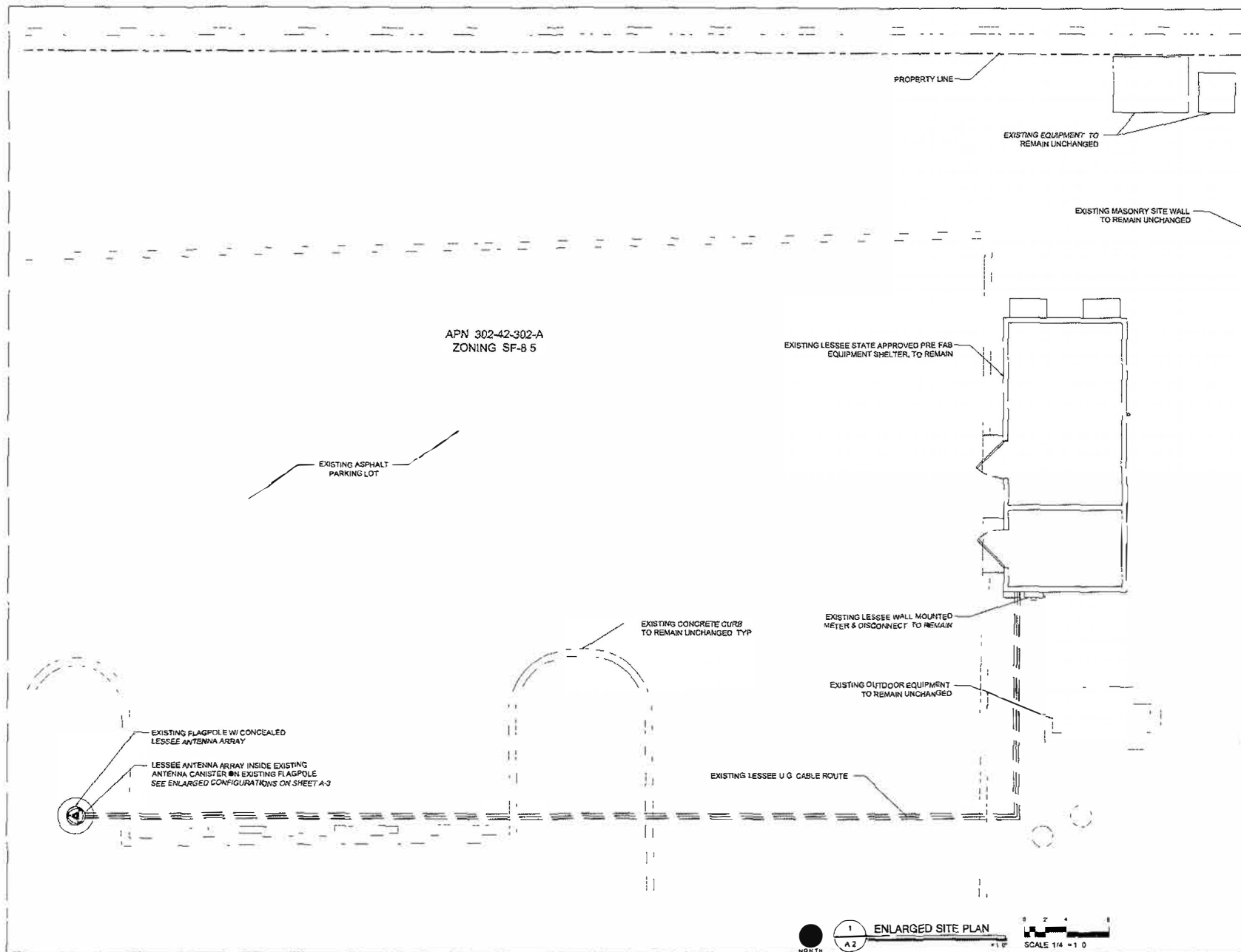
**JURISDICTION APPROVAL**

**SHEET NUMBER**

**T-1**



|                                                                                                                                                                                                                                                                                                                                                                                                                                       |                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| CLIENT                                                                                                                                                                                                                                                                                                                                                                                                                                |                         |
| <b>verizon</b><br>126 W GEMINI DR<br>TEMPE AZ 85283                                                                                                                                                                                                                                                                                                                                                                                   |                         |
| INTERNAL REVIEW                                                                                                                                                                                                                                                                                                                                                                                                                       | DATE                    |
| CONSTRUCTION SIGNATURE                                                                                                                                                                                                                                                                                                                                                                                                                |                         |
| RF SIGNATURE                                                                                                                                                                                                                                                                                                                                                                                                                          |                         |
| FACILITIES SIGNATURE                                                                                                                                                                                                                                                                                                                                                                                                                  |                         |
| REAL ESTATE SIGNATURE                                                                                                                                                                                                                                                                                                                                                                                                                 |                         |
| PLANNED BY<br><b>Young Design Corp</b><br>arch: tec arc / pro: cc management<br>0245 E Van Lundy Ste 104 AZ 85278<br>ph: 100 43 9609 fax: 480 451 9608<br>e-mail: verizon@ydesigncorp.com                                                                                                                                                                                                                                             |                         |
| SEAL<br>This drawing is copyright of and the property of Young Design Corporation (YDC) is produced solely by YDC and all rights reproduction or use of the drawing and/or the information contained herein is forbidden without written permission by Young Design Corporation.<br><br>RONALD C. YOUNG<br>LICENSE NO. 1271702<br>STATE OF ARIZONA |                         |
| NO                                                                                                                                                                                                                                                                                                                                                                                                                                    | DATE DESCRIPTION        |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                     | 9/12/2022 NAME: SHAWNEE |
| ARCHITECTS JOB NO<br>YDC-9626                                                                                                                                                                                                                                                                                                                                                                                                         |                         |
| PROJECT INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                   |                         |
| PHO_SHAWNEE<br>5G LSUB6<br>1911 N ALMA SCHOOL ROAD<br>C HANDEL ARIZONA 85224                                                                                                                                                                                                                                                                                                                                                          |                         |
| SHEET TITLE<br>SITE PLAN                                                                                                                                                                                                                                                                                                                                                                                                              |                         |
| JURISDICTION APPROVAL                                                                                                                                                                                                                                                                                                                                                                                                                 |                         |
| SHEET NUMBER<br>A-1                                                                                                                                                                                                                                                                                                                                                                                                                   |                         |



CLIENT

**verizon**  
126 W GEMINI DR  
TEMPE AZ 85283

INTERNAL REVIEW DATE

CONSTRUCTION SIGNATURE

RF SIGNATURE

FACILITIES SIGNATURE

REAL ESTATE SIGNATURE

PLANS PREPARED BY  
**young design corp**

architecture / project management  
6245 - 1st Ave S, Suite 100, Phoenix, AZ 85042  
ph: 480.431.9629 fax: 480.431.9606  
corporate@ydc.com

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1/17/2008 M. J. CONRAD, AS U.S. NOTARY  
AT 4800 N. CENTRAL AVE., SUITE 100, PHOENIX, AZ 85018  
I, DONALD C. YOUNG, AS U.S. NOTARY  
DO HEREBY CERTIFY THAT THE ABOVE NAMED  
PERSON IS A MEMBER OF THE STATE OF ARIZONA  
NOTARY PUBLIC BOARD AND IS CURRENTLY  
IN GOOD STANDING.

REVISIONS UNLESS NOTED

NO DATE DESCRIPTION

02/02/2022 INITIALS

ARCHITECTS JOB NO.

YDC-9626

PROJECT INFORMATION

PHO\_SHAWNEE

5G LSUB6

1911 N ALMA SCHOOL ROAD

CHANDLER ARIZONA 85224

SHEET TITLE

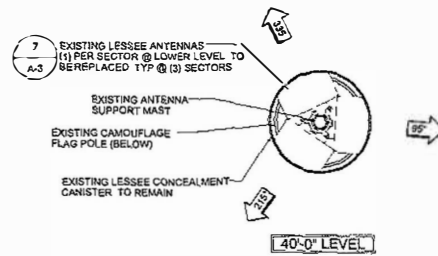
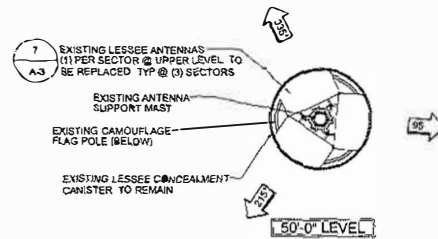
ENLARGED SITE PLAN

JURISDICTION APPROVAL

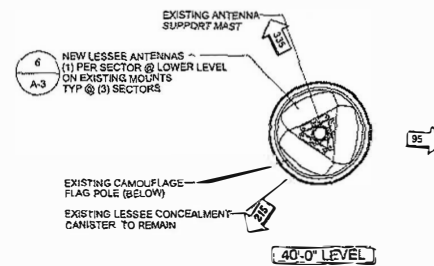
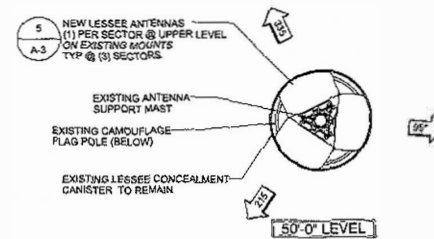
SHEET NUMBER

A-2

1 ENLARGED SITE PLAN  
A-2  
SCALE 1/4" = 1' 0"



2 EXISTING ANTENNA LAYOUT  
SCALE 1/4" = 1'-0"

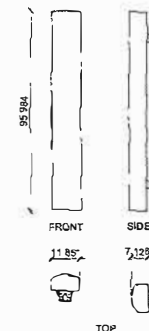
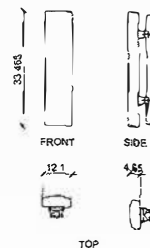


1 NEW ANTENNA LAYOUT  
SCALE 1/4" = 1'-0"

CABLE DISTRIBUTION TABLE

| SECTOR | AZIMUTH | CENTERLINE   | QTY | SIZE   | TYPE        |
|--------|---------|--------------|-----|--------|-------------|
| ALPHA  | 55°     | 40'-0"       | 1   | 7.8 D  | T.8 D       |
|        |         | 30'-0"       | 1   | 7.8 D  | T.8 D       |
| BETA   | 215     | 40'-0"       | 1   | 7.8 D  | T.8 D       |
|        |         | 50'-0"       | 1   | 7.8 D  | T.8 D       |
| GAMMA  | 335     | 40'-0"       | 1   | 7.8 D  | T.8 D       |
|        |         | 50'-0"       | 1   | 7.8 D  | T.8 D       |
| N/A    | N/A     | GROUND LEVEL | 2   | 1 1/4" | 8x12 HYBRID |

4 CABLE DISTRIBUTION TABLE  
SCALE NTS



CLIENT

**verizon**  
126 W GEMINI DR  
TEMPE AZ 85283

INTERNAL REVIEW DATE

CONSTRUCTION SIGNATURE

RF SIGNATURE

FACILITIES SIGNATURE

REAL ESTATE SIGNATURE

PLANS PREPARED BY  
**Young design corp**  
owner as user / 8000 Management  
0245 E Via Linda Scottsdale AZ 85226  
on 480 450 9600 fax 480 450 9600  
e-mail corporate@ydc.com

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100 RONALD C. YOUNG  
REGISTERED PROFESSIONAL ENGINEER  
NO. 1201202  
IN THE STATE OF ARIZONA  
FOR EXPIRATION IN 2011  
THIS LICENSE IS VALID FOR THE TERM OF 10 YEARS  
SEE 10 YEARS TO 10 YEARS

NO DATE DESCRIPTION  
1 03/02/2022 FINAL ISSUE

ARCHITECTS JOB NO.  
YDC-9626

PROJECT INFORMATION  
**PHO SHAWNEE**  
5G LSUB6  
1911 N ALMA SCHOOL ROAD  
CHANDLER ARIZONA 85224

SHEET TITLE  
**ANTENNA INFORMATION**

JURISDICTION APPROVAL

SHEET NUMBER  
**A-3**

CLIENT

**verizon**

 128 W GEMINI DR  
 TEMPE, AZ 85263

INTERNAL REVIEW DATE

CONSTRUCTION SIGNATURE

RF SIGNATURE

FACILITIES SIGNATURE

REAL ESTATE SIGNATURE

**young design corp**

 architecture / project management  
 10245 E Via Loma Scottsdale, AZ 85258  
 ph 480.431.9505 fx 480.431.9608  
 e mng corp@ydcoffice.com

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PRELIMINARY UNLESS NOTED

NO DATE DESCRIPTION

1 7/22/2022 FINAL JUNE

ARCHITECTS JOB NO

YDC-9626

PROJECT INFORMATION

PHO\_SHAWNEE

5G LSUB6

1911 N ALMA SCHOOL ROAD

CHANDLER ARIZONA 85224

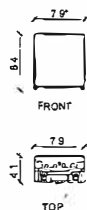
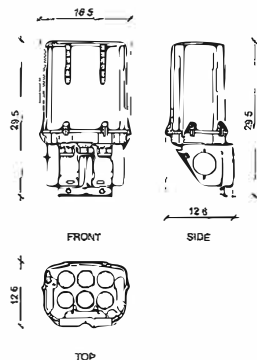
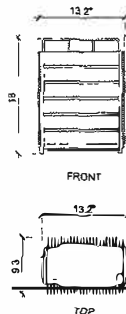
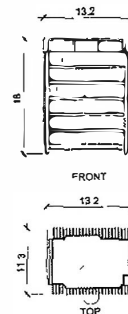
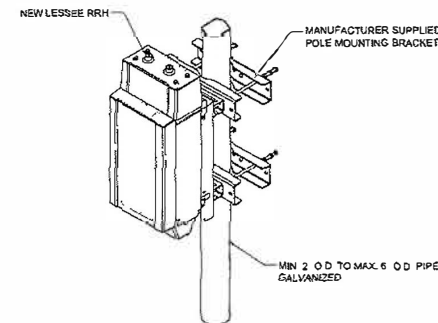
SHEET TITLE

EQUIPMENT INFORMATION

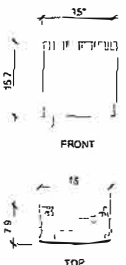
JURISDICTION APPROVAL

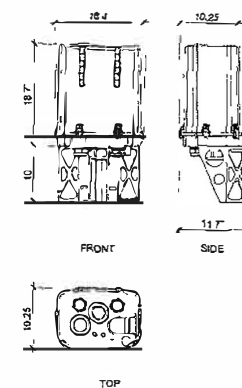
SHEET NUMBER

A-3.1


 5 BAND 48 RRH  
 A-3.1 SCALE N.T.S.

 4 12x NEMA J-BOX (OVP-12)  
 A-3.1 SCALE N.T.S.

 3 DUAL BAND RRH (B13/B5)  
 A-3.1 SCALE N.T.S.

 2 DUAL BAND RRH (B2/B66A)  
 A-3.1 SCALE N.T.S.

 1 RRH MOUNTING  
 A-3.1 SCALE N.T.S.

 NOTE  
 ALL NEW EQUIPMENT INSTALLED ON TOWER SHALL BE  
 INSTALLED BEHIND SCREENING

 8 BAND 4 RRH 2x60  
 A-3.1 TO BE REMOVED SCALE N.T.S.

 8 RRH 2x40 U700C  
 A-3.1 TO BE REMOVED SCALE N.T.S.

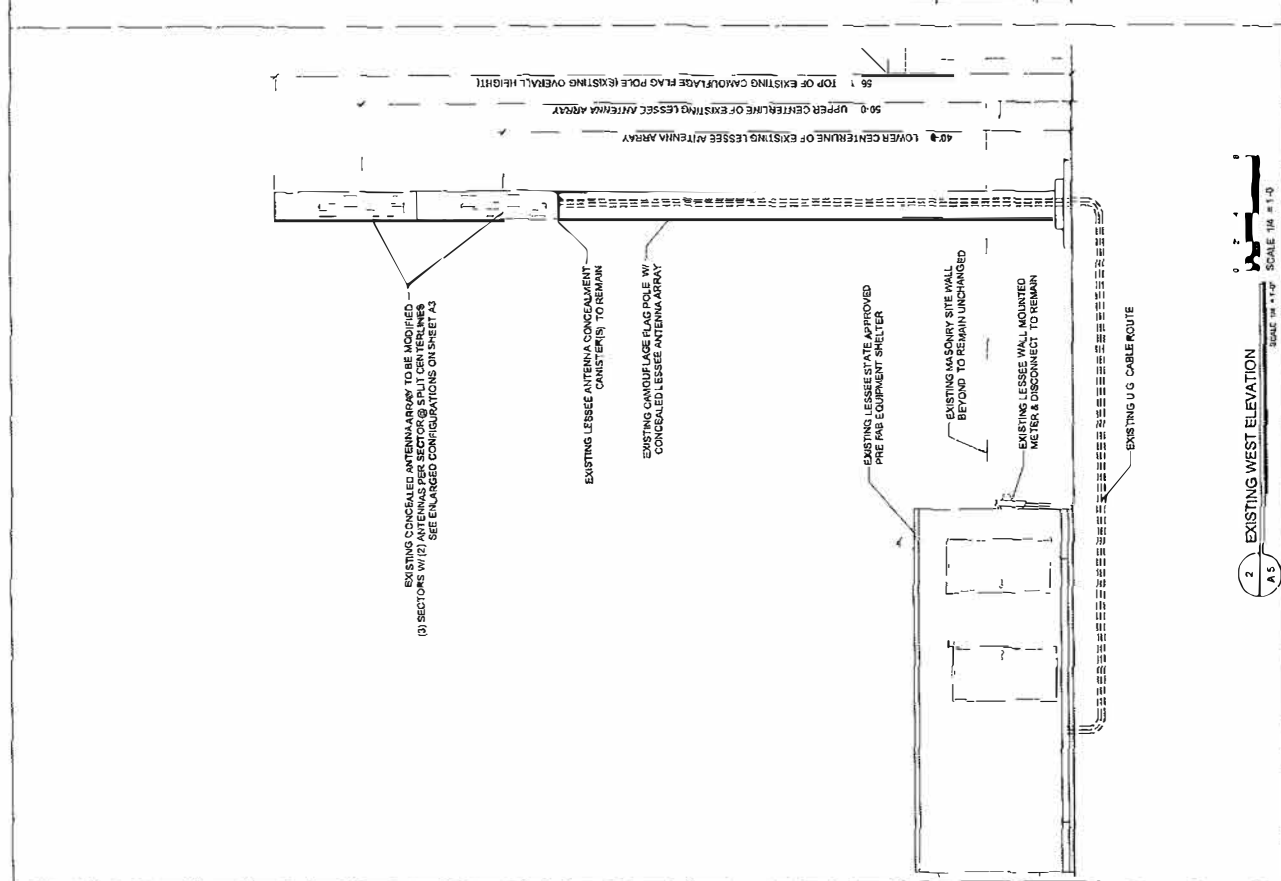
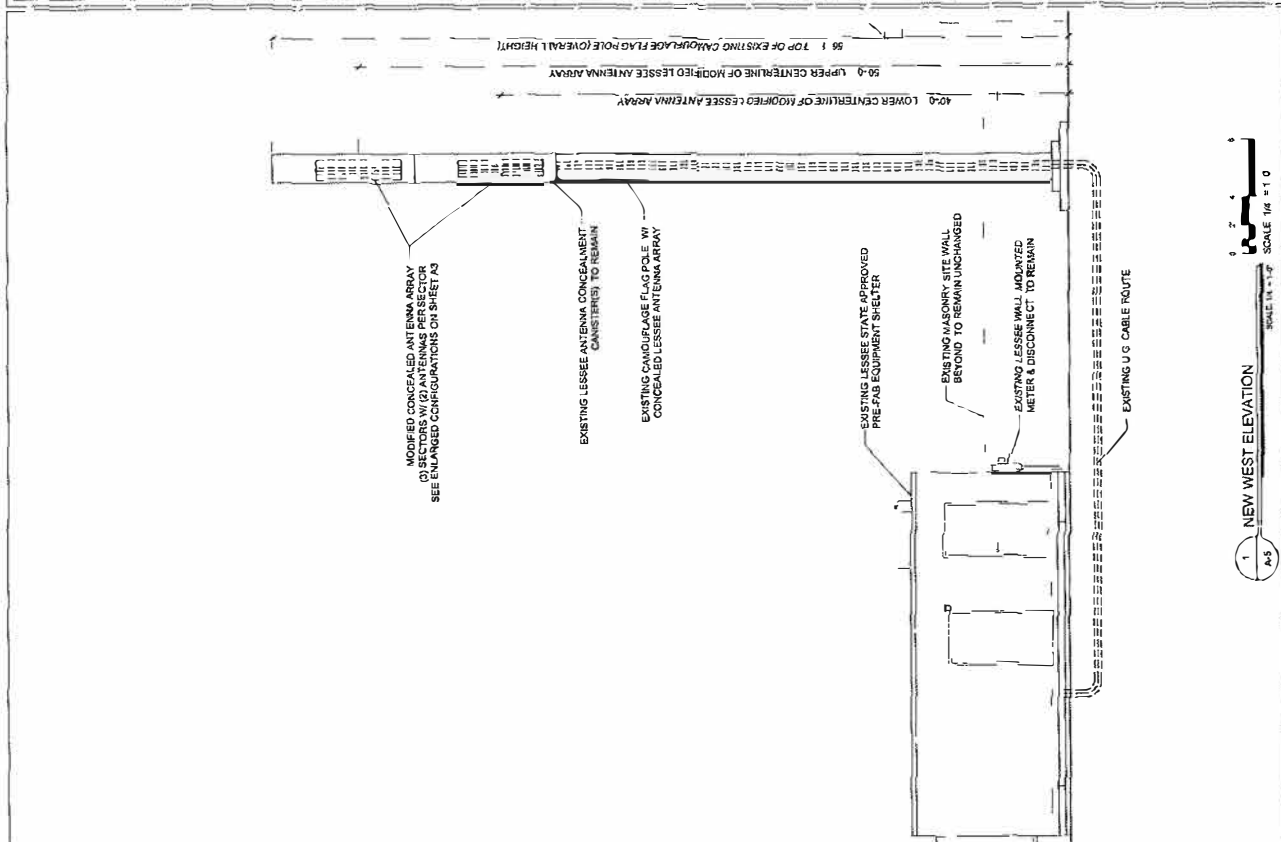
 7 BAND 25 RRH 2x40  
 A-3.1 TO BE REMOVED SCALE N.T.S.

 NEMA J-BOX (OVP)  
 A-3.1 SCALE N.T.S.

 10 NOT USED  
 A-3.1 SCALE N.T.S.



|  |   |   |
|--|---|---|
|  | A | F |
|--|---|---|

|                                                                                                    |                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CLIENT _____<br><br>INTERNAL REVIEW _____ DATE _____                                               | <div style="text-align: center;"> <br/> <b>verizon</b><br/>         126 W GEMINI DR<br/>         TEMPE AZ 85283       </div> | <div style="text-align: center;"> <br/> <b>Young &amp; Rubicam</b><br/>         design corp       </div> <p>         architecture / design management<br/>         1715 - 40 Ave. So. Suite 412 Bldg 2B<br/>         Phoenix, AZ 85026<br/>         Tel: 602 431 4529 Fax: 602 431 4530<br/>         E-mail: info@yrc.com       </p> <p>         SEAL<br/>         I, _____, the undersigned, being a duly licensed Professional Engineer in the State of Arizona, do hereby certify that the above is a true and correct copy of the original as submitted for record and that I am a duly licensed Professional Engineer in the State of Arizona.       </p> <div style="text-align: center;"> <br/>         DGP 12/3/02       </div> <p>         This is a reproduction (copy) of a sealed record by NCE and is not a certified copy. It is not to be used for any legal proceedings, arbitrations, reproductions or uses of the original design or record. It is to be used only for reference purposes. The original design or record is to be retained by the Engineer who sealed the same under the Professional Engineer Act of 1998.       </p> |
| CONSTRUCTION SIGNATURE _____<br><br>RF SIGNATURE _____<br><br>FACILITIES SIGNATURE _____           | REAL ESTATE SIGNATURE _____<br>PLANS PREPARED BY _____                                                                       | NO _____ DATE _____ DESCRIPTION _____<br>03/25/2002 N/A 1-4-02                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| ARCHITECTS JOB NO _____ YDC-9826<br><br>PROJECT INFORMATION _____                                  |                                                                                                                              | PHO_SHAWNEE<br>5G LSUB6<br>1911 N ALUM SCHOOL ROAD<br>CHANDLER ARIZONA 85224                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| SHEET TITLE _____<br><br>ELEVATIONS                                                                |                                                                                                                              | JURISDICTION APPROVAL _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| SHEET NUMBER _____<br><div style="text-align: right; font-size: 2em; font-weight: bold;">A-5</div> |                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |



**EXHIBIT "B"**  
**USE AREA OR LEGAL DESCRIPTION**  
**(If not already included as part of Exhibit A)**

Site Name Verizon/ Shawnee Fire Station

September 9, 2002

**LESSOR'S LEGAL DESCRIPTION**

TRACT B OF WARNER PARK, PER MAP RECORDED IN BOOK 201, PAGE 18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

**LEASE AREA LEGAL DESCRIPTION**

ALL THAT PORTION OF TRACT B, OF WARNER PARK, PER MAP RECORDED IN BOOK 201, PAGE 18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS  
COMMENCING AT FOUND BRASS CAP IN HANDHOLE BEING THE WEST QUARTER CORNER OF SECTION 21,  
THENCE ALONG THE WEST LINE OF SAID SECTION 21 NORTH 00 DEGREES 07 MINUTES 25 SECONDS EAST, A DISTANCE OF 1888.08 FEET,  
THENCE LEAVING SAID WEST SECTION LINE NORTH 89 DEGREES 50 MINUTES 12 SECONDS EAST, A DISTANCE OF 244.03 FEET TO THE POINT OF BEGINNING,  
THENCE NORTH 00 DEGREES 07 MINUTES 40 SECONDS EAST, A DISTANCE OF 35.00 FEET,  
THENCE SOUTH 89 DEGREES 52 MINUTES 20 SECONDS EAST, A DISTANCE OF 19.97 FEET,  
THENCE SOUTH 00 DEGREES 07 MINUTES 40 SECONDS WEST, A DISTANCE OF 35.00 FEET,  
THENCE NORTH 89 DEGREES 52 MINUTES 20 SECONDS WEST, A DISTANCE OF 19.97 FEET TO THE POINT OF BEGINNING

**ACCESS EASEMENT LEGAL DESCRIPTION**

ALL THAT PORTION OF TRACT B, OF WARNER PARK, PER MAP RECORDED IN BOOK 201, PAGE 18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA BEING A 12.0 FOOT WIDE ACCESS EASEMENT SAID EASEMENT LYING 6.0 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE  
COMMENCING AT FOUND BRASS CAP IN HANDHOLE BEING THE WEST QUARTER CORNER OF SECTION 21,  
THENCE ALONG THE WEST LINE OF SAID SECTION 21 NORTH 00 DEGREES 07 MINUTES 25 SECONDS EAST, A DISTANCE OF 1897.79 FEET,  
THENCE LEAVING SAID WEST SECTION LINE NORTH 89 DEGREES 50 MINUTES 12 SECONDS EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING,  
THENCE NORTH 89 DEGREES 50 MINUTES 12 SECONDS EAST, A DISTANCE OF 97.95 FEET,  
THENCE SOUTH 00 DEGREES 01 MINUTES 12 SECONDS WEST, A DISTANCE OF 34.98 FEET TO THE POINT OF TERMINUS

**TELCO EASEMENT LEGAL DESCRIPTION**

ALL THAT PORTION OF TRACT B, OF WARNER PARK, PER MAP RECORDED IN BOOK 201, PAGE 18 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, BEING A 6.0 FOOT WIDE TELCO EASEMENT SAID EASEMENT LYING 3.0 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE  
COMMENCING AT FOUND BRASS CAP IN HANDHOLE BEING THE WEST QUARTER CORNER OF SECTION 21  
THENCE ALONG THE WEST LINE OF SAID SECTION 21 NORTH 00 DEGREES 07 MINUTES 25 SECONDS EAST, A DISTANCE OF 1923.90 FEET,  
THENCE LEAVING SAID WEST SECTION LINE NORTH 89 DEGREES 50 MINUTES 12 SECONDS EAST, A DISTANCE OF 53.57 FEET,  
THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 24.96 FEET,  
THENCE NORTH 89 DEGREES 50 MINUTES 12 SECONDS EAST, A DISTANCE OF 176.62 FEET,  
(cont page 2)

THENCE SOUTH 00 DEGREES 09 MINUTES 48 SECONDS EAST, A DISTANCE OF 18 44 FEET TO  
THE POINT OF TERMINUS

**ELECTRICAL EASEMENT LEGAL DESCRIPTION**

ALL THAT PORTION OF TRACT B OF WARNER PARK, PER MAP RECORDED IN BOOK 201, PAGE  
18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA,  
BEING A 60 FOOT WIDE ELECTRICAL EASEMENT SAID EASEMENT LYING 30 FEET ON EACH  
SIDE OF THE FOLLOWING DESCRIBED CENTERLINE  
COMMENCING AT FOUND BRASS CAP IN HANDHOLE BEING THE WEST QUARTER CORNER OF  
SECTION 21,  
THENCE ALONG THE WEST LINE OF SAID SECTION 21 NORTH 00 DEGREES 07 MINUTES 25  
SECONDS EAST, A DISTANCE OF 1938 90 FEET,  
THENCE LEAVING SAID WEST SECTION LINE NORTH 89 DEGREES 50 MINUTES 12 SECONDS  
EAST, A DISTANCE OF 259 28 FEET TO THE POINT OF BEGINNING,  
THENCE SOUTH 00 DEGREES 07 MINUTES 40 SECONDS WEST, A DISTANCE OF 15 90 FEET TO  
THE POINT OF TERMIN

**EXHIBIT "C"**  
**CHANDLER DEPARTMENT APPROVAL FORM FOR WIRELESS COMMUNICATION FACILITIES**  
**ON PUBLIC PROPERTY**

Wireless Company VERIZON WIRELESS  
Company Contact \_\_\_\_\_  
Location of Site Attached to a stealth flagpole site on City of Chandler Property known as Chandler Fire Station No. 2

Attach specifications of facilities and their location to this form.

**I. Department Where Site is to be Located**

☐ I hereby agree that to the best of our Department's knowledge with the information provided by the Company, that the wireless infrastructure proposed by the above Company at the noted location is acceptable to be located at our Department's facility/location.

☐ I deny our Department's approval for location at this site. Reason:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

 Assistant Fire Chief  
Department Authorized Representative Signature and Title

7/13/22  
Date

**II. Development Services Department**

☒ I hereby agree that to the best of our Department's knowledge with the information provided, the wireless infrastructure proposed by the above Company at the noted location meets the City Code zoning requirements for wireless facilities. I have also informed the Company of the procedures to obtain zoning permit approval.

☐ I deny our Department's approval for location at this site. Reason:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

 Planning/Zoning Authorized Representative Signature and Title

7.5.22  
Date

 Real Estate Coordinator Authorized Representative Signature and Title

7-5-22  
Date

**CHANDLER DEPARTMENT CLEARANCE FOR WIRELESS COMMUNICATION FACILITIES –page 2**

**III. Public Safety Departments**

Information provided by the Company indicates that all wireless communications equipment it will operate within the City is in compliance with the FCC's radio frequency emission regulations and will not interfere with the City's emergency communication Wireless Facilities. If an interference or frequency study was deemed to be necessary in the City's opinion, then it has been performed. If at some time it is determined that there is interference resulting from

PHO Shawnee Site

any such equipment, then the Company knows its use agreement will require it to remedy such interference, and that such interference could be deemed a material breach by the party causing the interference.

**Police Department:**

☒ I hereby agree that to the best of our Department's knowledge with the information provided, the wireless infrastructure proposed by the above Company at the noted location will not pose an interference issue for the Department's emergency communication Wireless Facilities.

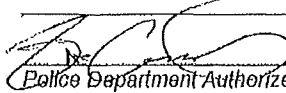
☐ I deny our Department's approval for location at this site. Reason:

---

---

---

---

 #024  
Police Department Authorized Representative Signature and Title

7/6/22  
Date

**Fire Department:**

☐ I hereby agree that to the best of our Department's knowledge with the information provided, the wireless infrastructure proposed by the above Company at the noted location will not pose an interference issue for the Department's emergency communication Wireless Facilities.

☐ I deny our Department's approval for location at this site. Reason:

---

---

---

---

 Assistant Fire Chief  
Fire Department Authorized Representative Signature and Title

7/13/22  
Date

Current as of June 2022

**INSTRUCTIONS: DEPARTMENT APPROVAL FORM FOR WIRELESS COMMUNICATION FACILITIES  
LOCATED ON CITY-OWNED REAL PROPERTY OR IN RIGHT-OF-WAY**

**Section I. *Department Where Site is to be Located:*** Requires signature of director or director's designee of the Department whose manages the facility or public land/right-of-way where the wireless facility/structure will be located. If the wireless facilities will be in the following areas, the corresponding signature is required.

**City Property**

Community Services/Parks

**Department Contact**

Mickey Ohland, Park Development and Operation Manager  
480-782-2743, [mickey.ohland@chandleraz.gov](mailto:mickey.ohland@chandleraz.gov)  
175 S. Arizona Ave., 4<sup>th</sup> Floor

Fire Station

Keith Hargis, Assistant Fire Chief  
480-782-2161, [keith.hargis@chandleraz.gov](mailto:keith.hargis@chandleraz.gov)  
151 E. Boston St.

Water/Wastewater Treatment Facility

John Knudson, Public Works Director  
480-782-3590, [john.knudson@chandleraz.gov](mailto:john.knudson@chandleraz.gov)  
1475 E Pecos Rd.

Public Right-of-Way

Dennis Aust, Telecommunications & Public Utility Service Manager  
480-782-3315, [dennis.aust@chandleraz.gov](mailto:dennis.aust@chandleraz.gov)  
215 E. Buffalo St.

Police Department

Zachary Cumnard, Police Commander  
480-782-4153, [zachary.cumnard@chandleraz.gov](mailto:zachary.cumnard@chandleraz.gov)  
250 E Chicago St.

The Company and the Department must agree to the location on the property where the facilities will not disrupt City operations. This may require an on-site tour to determine an acceptable location. Some general discussions of aesthetics/screening should also take place, as well as if there are any benefits the Department might receive such as collocation opportunities. Once a site has been agreed upon, then proceed to get signature for Section II. Fees for use for that site will be determined through the Use Agreement process once all signatures for the "Chandler Department Approvals for Wireless Communication Facilities" form have been received and submitted to the City at **Development Services Dept., 215 E. Buffalo St., Chandler, AZ 85225, (480) 782-3315.**

**Section II. Development Services:** Company should be familiar with Chandler City Code Chapter 35, XXII, Section 35-2209 regarding requirements for Wireless Communications Facilities and show that their plans are in accordance with City Code.

Planning/Zoning Contact: Development Services Department, 215 E. Buffalo St., One-Stop Shop Front Counter, 480-782-3000 or Susan Fiala, City Planner, Planning Division, (480) 782-3067, [Susan.Fiala@chandleraz.gov](mailto:Susan.Fiala@chandleraz.gov)

**Real Estate Contact:** Erich Kuntze, Real Estate Coordinator, (480) 782-3397, [erich.kuntze@chandleraz.gov](mailto:erich.kuntze@chandleraz.gov)

**Section III. Police/Fire Departments:** Company's technical staff should confer with the City's public safety communication staff to assure that all wireless communications equipment it will operate within the City is in compliance with the FCC's radio frequency emission regulations and that the frequencies used will not interfere with the City's emergency communication Wireless Facilities for either the Police or Fire Departments. There will be more detail language for the Company to agree regarding interference issues when applying for the Public Property Use Agreement.

**Contact (both Fire & Police Clearance is Required):**

Fire Department

Fire Department Assistant Chief

Keith Hargis, [keith.hargis@chandleraz.gov](mailto:keith.hargis@chandleraz.gov)  
151 E. Boston St., 480-782-2161

Police Department, Communications Division

Police Commander

Zachary Cumnard, [zachary.cumnard@chandleraz.gov](mailto:zachary.cumnard@chandleraz.gov)  
250 E. Boston St., 480-782-4153

## **EXHIBIT "D"**

### **STANDARDS FOR LETTERS OF CREDIT**

In addition to any other requirements imposed upon a letter of credit (the "Letter of Credit") issued pursuant to this Agreement, the Letter of Credit shall meet and be governed by the following additional standards and requirements

**1 Letter of Credit Requirements.** The Letter of Credit shall be printed on Bank Safety Paper. The following terms and no others shall be stated on the face of the Letter of Credit.

- 1.1 The Letter of Credit is clean, unconditional, irrevocable, independent, and standby
- 1.2 The Letter of Credit is payable to City upon presentation of City's draft
- 1.3 City may make partial draws upon the Letter of Credit.
- 1.4 The Letter of Credit is for payment solely upon presentation of a sight draft and a copy of the Letter of Credit
- 1.5 Within ten (10) days after City's draft on the Letter of Credit is honored, City must make the original of the Letter of Credit available to the issuer in Maricopa County, Arizona upon which the issuer may endorse its payments
- 1.6 The issuer specifies a telefax number, email address, and street address at which City may present drafts on the Letter of Credit.
- 1.7 The Letter of Credit is valid until a specified date
- 1.8 The Letter of Credit will be automatically renewed for successive one (1) year periods, unless at least 30 days prior to expiration the issuer notifies City in writing, by either registered or certified mail, that issuer elects not to renew the Letter of Credit for the additional period. In the event of such notification, any then unused portion of the Letter of Credit shall be available by draft on or before the then current expiration date
- 1.9 The Letter of Credit is otherwise subject to the most recent edition of the Uniform Customs and Practices for Documentary Credits, published by the International Chamber of Commerce including, but not limited to, International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590, ISP98 Model Government Standby (U.S.) Form 111 and annexes (2017))
- 1.10 The Letter of Credit need not be transferable.

**2. Approved Forms.** The form of the Letter of Credit and of drafts upon the Letter of Credit shall be as follows.

- 2.1 Except as approved in writing by City's Development Services Department, the form of the Letter of Credit shall be in the form set out below.
- 2.2 Except as approved in writing by City's Development Services Department, the form of drafts upon the Letter of Credit shall be in the form set out below.

**3. Issuer Requirements.** The issuer of the Letter of Credit shall meet all of the following requirements

- 3.1 The issuer shall be a federally insured financial institution with offices in Maricopa County, Arizona, at which drafts upon the Letter of Credit may be presented.
- 3.2 The issuer shall be a member of the New York Clearing House Association or a commercial bank or trust Company satisfactory to City.
- 3.3 The issuer shall have a net worth of not less than \$1 billion

**FORM OF LETTER OF CREDIT**  
**(ISP98 Model Government Standby (U.S.) Form 11.1)**

Date \_\_\_\_\_, 20\_\_

Letter of Credit No. \_\_\_\_\_

Development Services Department  
City of Chandler  
P.O. Box 4008  
Mail Stop 405  
Chandler, AZ 85244-4008

Dear Sir or Madam

**Issuance** At the request and for the account of [*name and address of applicant*] ("Applicant"), we [*name and address of issuer at place of issuance*] ("Issuer") issue the irrevocable independent standby letter of credit number [*reference number*] ("Standby") in favor of [*name and address of beneficiary*] ("Beneficiary") in the maximum aggregate amount of USD [*amount*]

**Undertaking.** Issuer undertakes to Beneficiary to pay Beneficiary's demand for payment for an amount available under the Standby and in the form of Annex A (Payment Demand) [or *Annex B (Payment Demand after Notice of Non-Extension)*] completed as indicated and presented to Issuer at the following place for presentation, in Maricopa County, Arizona at or before the close of business on the expiration date

**Overdrawing.** If a demand exceeds the amount available, but the presentation otherwise complies, Issuer undertakes to pay the amount available.

**Expiration** The expiration date of this Standby is valid until \_\_\_\_\_ 20\_\_.

**Automatic Extension** The expiration date of this Standby shall be automatically extended for successive one-year periods, unless [30] or more calendar days before the then current expiration date Issuer gives written notice to Beneficiary that Issuer elects not to extend the expiration date. Issuer's written notice must be sent by *registered, certified, or priority express mail or nationally recognized overnight courier* to Beneficiary's above-stated address [and to the attention of [*office, officer, or other attention party*] or, *alternatively, be received by Beneficiary's attention party*] [30] or more calendar days before the then current expiration date

**Payment** Payment against a complying presentation shall be made within three business days after presentation at the place for presentation or by wire transfer to a duly requested account of Beneficiary.

ISP98. This Standby is issued subject to the International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590). This Letter of Credit is not assignable

**Issuer's Charges and Fees** Issuer's charges and fees for issuing, amending, or honoring this Standby are for Applicant's account and shall not be deducted from any payment Issuer makes under this Standby [Issuer undertakes to Beneficiary to pay the charges and fees of any bank nominated in this Standby to advise [and confirm] this Standby for acting on such nomination ]

[Communications Communications other than demands may be made to Issuer in the manner and at the place for presentation and also as follows: **[address for mailed, couriered, telephone, telefax, or electronic communications]**. Communications other than for notices of non-extension may be made to Beneficiary at Beneficiary's above-stated address and also as follows: **addresses for mailed, couriered, telephone, telefax, or electronic communications]** ]

[Issuer's name]

[signature]

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
By \_\_\_\_\_ [bank name] \_\_\_\_\_, a \_\_\_\_\_  
\_\_\_\_\_ [bank officer's signature] \_\_\_\_\_  
\_\_\_\_\_ [bank officer's name printed] \_\_\_\_\_  
Its \_\_\_\_\_ [bank officer's title] \_\_\_\_\_  
Phone \_\_\_\_\_ [bank officer's phone number] \_\_\_\_\_

**ANNEX A: PAYMENT DEMAND**  
**(ISP98 Model Government Standby (U.S.) Form 11.1)**

To: [Issuer name and address]

From Development Services Department  
City of Chandler  
P O. Box 4008  
Mail Stop 405  
Chandler, AZ 85244-4008

Date: \_\_\_\_\_, 20\_\_\_\_

Re: Standby Letter of Credit No [reference number], dated [date], issued by [issuers name] ("Standby")

Ladies and Gentlemen.

The undersigned beneficiary demands payment of USD [insert amount] under the Standby. Beneficiary states that Applicant is obligated to pay to Beneficiary the amount demanded as provided in [the contract, regulation, or other document that identifies the underlying obligations to the government beneficiary]. Beneficiary requests that payment be made by wire transfer to an account of Beneficiary as follows: [Insert name, address, and routing number of beneficiary's bank, and name and number of beneficiary's account].

[Beneficiary's name and address]  
By its authorized officer  
[Insert original signature]  
[Insert typed/printed name and title]

If such deposit cannot be accomplished immediately for any reason, please make your payment in the form of a cashier's check issued by your institution and delivered to me at the address listed above.

I certify that I am the Development Services Director of the City of Chandler.

If there is any imperfection or defect in this draft or its presentation, please inform me immediately at (480) 782-3410 so that I can correct it. Also, please immediately notify the City Attorney at (480) 782-4656

Thank you

\_\_\_\_\_  
City of Chandler, Development Services Director

**EXHIBIT "E"**  
**ASSUMPTION OF WIRELESS USE AGREEMENT**

Regarding \_\_\_\_\_

This assumption is made pursuant to paragraph 12.1.5 of that certain Wireless Use Agreement (the "Agreement") between City of Chandler, an Arizona municipal corporation ("CITY") and \_\_\_\_\_, a \_\_\_\_\_ ("Company") dated \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_, a \_\_\_\_\_ ("Assignee"), having acquired the rights of the Company under the Agreement, hereby assumes the Agreement, agrees to be bound thereby, and obligates itself to perform the terms and conditions of the Agreement, all in favor of CITY. The person signing this document on behalf of Assignee warrants to CITY his authority to do so

Dated \_\_\_\_\_, 20\_\_\_\_

ASSIGNEE: \_\_\_\_\_,  
a \_\_\_\_\_

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

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_.

Notary Public  
My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Date

**EXHIBIT "F"**  
**EXTENSION OF WIRELESS USE AGREEMENT**

Regarding \_\_\_\_\_

This extension is made pursuant to paragraph 5.1 of that certain Wireless Use Agreement (the "Agreement") between City of Chandler, an Arizona municipal corporation ("CITY") and \_\_\_\_\_, a \_\_\_\_\_ ("Company") dated \_\_\_\_\_, 20\_\_\_\_.

COMPANY: \_\_\_\_\_,  
a \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

CITY OF CHANDLER  
a municipal corporation

By. \_\_\_\_\_  
Its Development Services Director or Designee

APPROVE AS TO FORM

\_\_\_\_\_  
City Attorney