



**WIRELESS AGREEMENT
BETWEEN SBA 2012 TC ASSETS, L.L.C. AND THE CITY OF CHANDLER
FOR SNEDIGAR SPORTS COMPLEX (ORBITAL) SITE**

City of Chandler Document No. _____
City Council Meeting Date: _____

THIS WIRELESS AGREEMENT ("Agreement") is entered into this ____ day of _____, 2025, and effective _____ (the "Effective Date") by and between the City of Chandler, Arizona, an Arizona municipal corporation, having an address of 175 S. Arizona Ave., Chandler, AZ 85225 ("City"), and SBA 2012 TC Assets, LLC, a Delaware limited liability company, having an address of 8051 Congress Avenue, Boca Raton, Florida 33487 ("Company"). City and Company may be referred to individually as "Party" and collectively as "Parties".

RECITALS

- A. Company has applied to the City for permission to operate and maintain a Wireless Facilities within the City of Chandler on Public Property known as the Snedigar Sports Complex "Orbital site" located at 4497 S. Alma School Road, Chandler, AZ (the "Site") as described and depicted on the attached Exhibit A; and
- B. Company also seeks access to the Site across Public Property to operate and maintain the Wireless Facilities (the "Use Area") as described and depicted on the attached Exhibit B; and
- C. City is authorized to grant, renew, deny, and terminate licenses to operate and maintain Wireless Facilities within the City boundaries under the Chandler City Charter and City Code, by virtue of federal and state statutes, by the City's police powers, by its authority over Rights-of-Way as described in C.C.C. Chapter 46 and by other City powers and authority; and
- D. The City Council has authorized the Mayor or his designee to execute this Agreement to permit the Company to construct, install, operate, and maintain the Company's Wireless Facilities on the Site and to access the Wireless Facilities through the Use Area as provided by the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, City hereby grants permission to Company to operate and maintain Wireless Facilities within the Site and to gain access to the Site through the Use Area as provided by 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" has the same meaning prescribed in A.R.S. § 9-591(1), as amended.

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

"Base Fee" means the amount that the Company must pay City each month for the term of this Agreement as provided in Section 4.

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

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

"Charter" means the City of Chandler Charter, as amended.

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

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

"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" has the same meaning prescribed in A.R.S. § 9-591(8), as amended.

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

"Company" means SBA 2012 TC Assets, LLC, a Delaware limited liability company whose principal place of business is 8051 Congress Avenue, Boca Raton, Florida 33487 and related affiliates, subsidiaries, persons, or entities to which this Agreement is granted.

"Company's Improvements" means the improvements installed on the Site or within the Use Area by the Company including, but not limited to: the Wireless Facilities, Communications Equipment, screening elements, landscaping plants or materials, elements and other improvements required by this Agreement.

"Competing Activities" means current or future facilities, improvements, work, or activities on Public Property within and without the Site and Use Area boundaries, which may make portions of the Public Property unavailable for Company's use.

"Competing Users" means entities and/or third parties that own, control, or possess water pipes, cables and wires, pavement, and other facilities that may be located within the Public Property, Wireless Facilities, and/or the Use Area. 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 under C.C.C. Chapter 46 that allows the Company to perform work or install and maintain improvements in the Right-of-Way or on other Public Property.

"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 equipment, and personal property, including but not limited to boxes, poles, wires, pipe, conduits, pedestals, antenna, and other appurtenances, used 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.

"MAG" means Maricopa Association of Governments.

"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 third parties that are in the Right-of-Way or Public Property.

"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 a document or information that includes, but is not limited to, customer lists, financial information, technical information, or other information related to Company's services or this Agreement, and which is plainly identified as "confidential" by Company.

"Public Property" means the surface of and the space above and below real property owned, leased, possessed, controlled, operated, or 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 Facilities and the pole to which the antenna and other wireless facilities are attached.

"Site Documents" means the depiction of the Wireless Facilities, schematic plans and map showing location of the installation of the Wireless Facilities installed within the Public Property, including but not limited a title report, vicinity map, site plan, elevations, technical specifications and the cubic feet of the non-antenna wireless equipment.

"Small Wireless Facilities" has the same meaning prescribed in A.R.S. § 9-591(19), as amended.

"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. The Wireless Facilities being seven hundred fifteen (715) square feet and an additional one hundred fourteen (~114) square feet (14'-0" x 8'-10") for a total area of eight hundred twenty-nine (829) square feet.

"Wireless Facilities Site Permit", also referred to herein as "Site Permit", means the permit authorizing the installation of Wireless Facilities at the Public Property.

"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 this Agreement and to the City Charter and City Code, City grants Company the non-exclusive revocable permission to operate and maintain its Wireless Facilities within the Site as depicted and described in Exhibit A, and non-exclusive, revocable permission to access the Site within the Use Area depicted and described in Exhibit B. This Agreement does not grant Company the right and privilege to operate and maintain its Wireless Facilities within Right-of-Way. Subject to the terms and conditions of this Agreement and any additional applicable permits later issued for the Site as more fully set forth in this Agreement, Company's uses of any other Public Property and installation or construction of any other antennae and other equipment locations at this Site are subject to prior review and approval by the City. If Company desires to change the components of any of the Wireless Facilities or Communications Equipment, or other Company Improvements in a manner that changes the primary purpose of such Wireless Facilities, Communication Equipment, or Company Improvements, Company must obtain the City's prior written approval of this change through the City Manager, who may refer the matter to the City Council as required by law. Company's installation, construction, operation, or maintenance of a fiber optics network or telecommunications network or cable facilities are not authorized by this Agreement.

2.1.2 Company must not install, maintain, construct, or operate Wireless Facilities in the Right-of-Way or provide Wireless Services by means of such Wireless Facilities or connect Company's Wireless Facilities to Company's interstate network unless Company first obtains and maintains in good standing at all applicable times during the term of this Agreement no less than one of the following: (i) A City license for video services as provided by Title 9, Chapter 5, Article 7, A.R.S., or (ii) a City license for telecommunications services as provided by Title 9, Chapter 5, Article 1.1, A.R.S.; or (iii) a Franchise that lawfully permits Wireless Services. Company must demonstrate compliance with this Section when Company submits an application for a wireless license agreement to the City. As of the Effective Date, Company represents and warrants that Company complies with this Section. Company must notify City as provided in this Agreement of any changes to Company's compliance with this Section for City's prior review and approval.

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 Other Facilities located within Right-of-Way or on Public Property. Provided, however, any Company installation and operation of Wireless Facilities on Other Facilities located within or on Right-of-Way or Public Property must comply with C.C.C. Chapters 46 and 47 and any other applicable sections of the City Code. Upon request, Company must promptly furnish to the City documentation of Company's permission to use the Other Facilities from the facility owner. By executing this Agreement, the City does not waive any rights that it may have against any third party to require prior approval from the City for the third party's use of their property or facilities, or that revenues received by any third party from Company, by virtue of Company's use of their property or facilities, be included in the computation of Franchise or license fees owed by such third parties to the City.

2.1.4 Except for the Company Improvements specifically permitted on the Site and Use Area, no component or part of Company's Wireless Facilities may be installed, constructed, located on, or attached to any Public Property or Right-of-Way within the City by Company until Company has obtained the necessary authorization under C.C.C. Chapter 46. Additionally, Company must comply with all other provisions of the City Code including, but not limited to, C.C.C. Chapter 35 related to zoning.

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), 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 operation, maintenance, construction, or installation of Wireless Facilities at the Site.

2.1.6 Any permission granted under this Agreement (for Public Property) and Encroachment Permit (for Right-of-Way) to Company in any Right-of-Way 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.

2.1.7 The City may also install Wireless Facilities within the Site and Use Area for municipal use including, but not limited to, a 911 emergency response Wireless Facilities operating at 800 MHz frequency. Both parties must mutually agree to the City's use of Company's Wireless Facilities on the Site, which agreement neither party may unreasonably withhold.

2.2 Description of the Wireless Facilities. Company's Wireless Facilities consists of improvements, personal property and Wireless Facilities necessary to operate its communications Wireless Facilities, 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 Site License. City has jurisdictional authority over the Site and Use Area. The Site, also referred to as the Orbital Site, consists of an area of approximately seven hundred fifteen (715) square feet and an additional one hundred fourteen (~114) square feet (14'-0" x 8'-10") for a total ground space of approximately eight hundred twenty-nine (829) square feet together underground conduit for coax routing to antennas and an antenna array attached to a ball field light and is described in attached **Exhibit "B"**. Company must not amend, modify, terminate, or otherwise change the Exhibits attached to or related to this Agreement without the City's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

3.2 Use Area Encroachment Permit for Site Access. Concurrently with this Agreement, City grants Company an Encroachment Permit for revocable, non-exclusive pedestrian, vehicular, and utility access to the Site without prior notice to City. This Use Area Encroachment Permit grants Company access to perform work where no excavation is involved and where previously permitted structures and facilities exist. Company must submit plans to and obtain City review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed, for any excavation within the Site. This Encroachment Permit allows non-exclusive permission for ingress and egress from the nearest Right-of-Way or Public Property solely for general Site maintenance and servicing activities such as, but not limited to, check and inspect equipment and antennas, change circuit packs and cards, clean cabinets and immediate area, or other similar activity where no closure of or impediment of Right-of-Way or Public Property is required to preserve public health, safety, or welfare. The permitted use for pedestrian, vehicular, and utility access is conceptually depicted and described in Exhibit "B". This Use Area Encroachment Permit automatically expires, terminates, or is revoked upon the expiration, termination, or revocation of this Agreement.

3.3 Site Boundary; Limitations. The Site includes and is limited to only certain areas of the Public Property that Company is permitted to use and occupy as depicted in Exhibit A". The Site includes: (i) the land area to be used by Company solely for the Communications Equipment depicted in Exhibit B; and (ii) the pole or structure to be used by Company for mounting antennas and related equipment. The Site excludes other parts of the Public Property and all other land. Company may not occupy or use any other portion of the Public Property or adjoining lands owned by the City without City's written consent. This Agreement does not grant any rights to use of Public Property outside of Site boundaries.

3.4 Use Area Boundary; Limitations. The Use Area includes and is limited to only certain areas of the Public Property or Right-of-Way that Company is permitted to use and occupy as depicted in Exhibit B. The Use Area includes: (i) a motor vehicle parking space (the "Parking Space") to be used by Company solely for parking a service vehicle to service the Wireless Facilities and for ingress and egress to that Parking Space; and (ii) utilities to support the Wireless Facilities and related Company Improvements; the Use Area excludes other parts of the Public Property and Right-of-Way. Company may not occupy or use any other portion of the Public Property or Right-of-Way without the City's written consent. This Agreement does not grant any rights to use of Public Property or Right-of-Way outside of Use Area boundaries.

3.5 Change in Use. Company must use the Site and Use Area solely to operate and maintain the equipment within the Company's Wireless Facilities as authorized by this Agreement. Company must not use the Site or Use Area for any other purpose other than for the facilitation of communications and/or data related uses in connection therewith, without the prior written consent of City. The Site and Use Area must 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.

3.6 Utilities. City grants to Company permission to install, repair, replace and maintain the utility wires, poles, fiber, cables, conduits, and pipes on the Public Property in the locations shown in Exhibit B. 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 Company to provide such services to the Site and Use Area must be clearly indicated on the Site Documents to coordinate with and avoid conflicts with other users of the Public Property. Company must be liable for and must pay throughout the term of this Agreement, all charges for all utility service furnished to the Site and Use Area for all Company purposes related to the operation and maintenance of Company's Wireless Facilities.

3.7 Rights in Adjacent Land. Company's interests granted by this Agreement are expressly limited to the Public Property and Right-of-Way depicted in Exhibit A. Without limitation, in the event any Right-of-Way or other public or private property at or adjacent to the Public Property or Right-of-Way is owned, dedicated, abandoned, or otherwise acquired, used, improved, or disposed of by City, such property or interests in property will not accrue to Company but accrue solely to the City.

3.8 Condition of Title. City does not warrant title or rights to use the Site or Use Area, or any other property related to this Agreement.

3.9 Condition of Site and Use Area. The Site and Use Area are 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.

3.10 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 interests in the Site and Use Area are limited to those stated in this Agreement.

3.11 Reserved Right and Competing Users and Activities. Notwithstanding anything herein to the contrary, City specifically reserves to itself a non-exclusive delegable right (the "Reserved Right") over the entire Public Property or Right-of-Way located outside of the Site and 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. Without limitation: (i) Company accepts the risk that City may now or in the future install facilities or improvements on Public Property within and without Site and Use Area boundaries, which may make portions of the Public Property unavailable for Company's use; and (ii) Company accepts the risk that there may now or in the future exist upon the Public Property within and without Site and Use Area all manner of work and improvements upon the Public Property (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 work dealing with any or all of the following, whether above, upon or below the surface of the Public Property 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. 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 Wireless Facilities due to Competing Users or Competing Activities.

3.12 City's Rights Cumulative. All of City's Reserved Rights under various provisions of this Agreement are cumulative to each other.

3.13 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 Site or Use Area. Company must not obstruct or interfere with or prevent City from using the Site or Use Area. Subject to the terms of this Agreement, the parties shall use best efforts to avoid interference with use of the Site or Use Area by the other party.

3.14 Regulation. City reserves the full authority to regulate use of the Public Property and to resolve competing demands and preferences regarding use of the Public Property located outside of the Site and Use Area and to require Company to reasonably 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 Public Property: (i) all timing, public, operational, financial and other factors affecting existing and future proposals, needs and plans for Competing Activities; (ii) all other factors City may consider relevant, whether or not mentioned in this Agreement; and (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.

3.15 Wireless Facilities Relocation. Upon one hundred eighty (180) days' notice from City, which notice will identify any available alternate location for the Wireless Facilities, Company must temporarily or permanently relocate or otherwise modify the Wireless Facility (the "Relocation Work") as follows: (i) Company must perform the Relocation Work at Company's own expense; (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 Wireless Facility; (iii) City may perform any part of the Relocation Work that has not been performed within the allotted time, and Company must reimburse City for its actual costs in performing any Relocation Work; and (iv) 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; (v) City reserves the right to use any of Company's Wireless Facilities that are abandoned in place or that are not relocated on City's request; (vi) all Relocation Work is subject to and must comply with this Agreement; (vii) if City and Company cannot mutually agree on an alternate location, this Agreement will terminate as set forth in Section 12; and (viii) permanent relocation must be reflected by an amendment to this Agreement and subject to City Council approval as required by law.

3.16 Public Safety. Company must immediately remedy the hazard, comply with City requests to secure the Public Property or Right-of-Way, and otherwise cooperate with City at no expense to City to remove any such hazard or impediment if the Company Improvements or any other Company equipment, improvements, or activities present any immediate hazard or impediment to: (i) public health, safety, or welfare; or (ii) to the City; or (iii) to City's equipment or facilities; or (iv) to other improvements or activities within or outside of the Site or Use Area boundaries; or (v) to City's ability to safely and conveniently operate and maintain Public Property or Right-of-Way; or (vi) perform City's utility, public safety, or other public health, safety, and welfare functions. Company's work crews must report to the Site or Use Area within four (4) hours of any request by City under this section or as soon thereafter as is reasonably practicable. The City may impose Violation Use Fees as provided in this Agreement for Company's failure to comply with this Section, this Agreement, or the City Code.

3.17 Third Party Permission. Company's Wireless Facilities located outside of the Site or Use Area must not be located on Third Party Areas without the third party's written permission to use Third Party Areas.

3.18 City Cooperation. City agrees to cooperate with Company, at Company's expense, to make application for and obtain agreements and other necessary approvals that may be required for Company's intended use of the Site and Use Area. However, nothing herein must be deemed to constitute a contractual obligation of City, as a municipality, to issue a required agreement or approval where the officer, agent, or employee of City responsible for the issuance of such agreement denies, in the City's sole discretion, the issuance of such an agreement or approval. This Agreement is not intended to supersede, modify, or waive City Code or Zoning Code requirements applicable to Wireless Facilities.

3.19 Tests and Construction. After execution of this Agreement, Company may enter Public Property and Right-of-Way for appropriate engineering and boundary surveys, inspections, soil test borings, and other reasonably necessary tests for construction, operation, and maintenance of Company's Wireless Facilities and Use Area. Company must coordinate with the City's Development Services Department to avoid interfering with any City operations while conducting any such tests or construction.

3.20 Company Construction/Improvements.

3.20.1 Company must submit plans and specifications for all Company Improvements 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.

3.20.2 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.

3.20.3 Company's Improvements must remain Company's personal property and not fixtures, and title to the same must be held by Company. Company must remove all Company Improvements at its sole expense on or before the expiration or earlier termination of this Agreement and must repair any damage to the Site and Use Area caused by such removal and restore the Site and Use Area 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 by Company at Company's cost.

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

3.20.5 Company must not alter nor add improvements to or upon the Site or Use Area without first obtaining written approval of the Development Services Department.

3.21 Maintenance and Repair. Company must maintain and preserve all Company Improvements, the Site, and Use Area in good repair and in a neat and clean condition and in accordance with the City Code and standards. Except for damage caused by use of the Site or Use Area by Company, its employees, agents, subcontractors, lenders, invitees and guests, City will maintain and repair within ordinary course and standards the Public Property and Right-of-Way located outside the Site and Use Area.

3.22 Non-Interference.

3.22.1 Company's Wireless Facilities must be constructed, installed, operated, and maintained to interfere as little as possible with traffic or other authorized uses over, under, or through the Rights-of-Way and on other Public Property. All phases of permitting, construction, traffic control, backfilling, compaction and paving, and the location or relocation of the Wireless Facilities are subject to the City's jurisdiction as described in MAG, City supplements to MAG, and the City of Chandler Utility Manual. Company must keep accurate construction and installation records of the location of all its Wireless Facilities, both aboveground and underground within the City and furnish them to City within thirty (30) days of installation. Company must furnish such information in an electronic format compatible with the then current City electronic format.

3.22.2 Company must locate and relocate, at its own expense, any facilities, equipment, or other encroachment installed or maintained in, on, or under the Rights-of-Way and on other Public Property as may be necessary to facilitate any public purpose or any City project or activity whenever directed to do so by City in writing on a non-discriminatory basis. Such relocations must be accomplished in accordance with the directions from City including the City's construction schedule and made under the same terms and conditions as the initial installation allowed pursuant to this Agreement and encroachment permit. Company must reimburse the City for any direct or indirect damages incurred by the City as a result of delays in locations or relocations as required by this paragraph if caused by Company's negligence, willful misconduct, or undue delay.

3.22.3 Company agrees to obtain permits as required by this Agreement prior to removing, abandoning, relocating, or repairing of any portion of its Wireless Facilities in the Rights-of- Way and on other Public Property. Notwithstanding the foregoing, City understands and acknowledges there may be instances when Company is required to make repairs that are of an emergency nature or in connection with an unscheduled disruption of the Wireless Facilities. Company will maintain any annual permits

required by the City for such repairs. Company will notify City, if practicable, before the repairs and will apply for and obtain the necessary permits the next business day after the repairs are initiated.

3.23 Interference and Emergency.

3.23.1 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 Company's Wireless Facilities. City may conduct engineering field tests using City's own engineer to determine if such interference is caused by Company's Wireless Facilities. City's engineer and Company's engineer will endeavor to determine the cause of the interference, but if the two cannot agree on the cause, 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 Facilities, Company must within five business days remedy such interference.

3.23.2 Company must continuously and without interruption, operate so that its Wireless Facilities are not deemed abandoned pursuant to C.C.C. sec. 35-2209.

3.23.3 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 Wireless 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 via telephone by calling the phone number located on the fence surrounding the Wireless Facilities and at 8051 Congress Avenue, Boca Raton, Florida 33487. 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.

SECTION 4. FEES, CHARGES, LETTER OF CREDIT, SECURITY FUND, DAMAGE TO RIGHTS-OF-WAY AND PUBLIC PROPERTY

The City's permission to Company for use of the Site and Use Area is subject to Company's payment of the fees and charges as provided in this Agreement.

4.1 Application Fee. Prior to approval of this Agreement by the City Council, Company has paid to the City an application fee in the amount of Three Thousand and No/100 Dollars (\$3,000.00), which was delivered to the City on or about November 16, 2023.

4.2 Encroachment Permit Fees. Company must pay 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 as applicable to such permits and construction prior to the issuance of such a permit.

4.3 Use Fee and Other Payments.

4.3.1 Base Fee. For the use of the Site, as of the Effective Date, Company must pay City the sum of \$2,461.14 (calendar year 2025) per month as use fee for use of the Site and Use Area (the "Base Fee"). Base Fee payments must be made on or before the first (1st) day of each month. The Base Fee for any fractional month at the beginning or at the end of the initial term or any renewal terms will be prorated.

4.3.2 Collocation Fee and Use Fee. In addition to the Base Fee, Company shall pay to City an additional fee of Two Hundred Seventy-Five and No/100 Dollars (\$275.00) per month for each additional Wireless Services Provider who for each month, or for a portion thereof, collocates its Wireless Facilities on the Site, Use Area, Company's Wireless Facilities, or any part thereof (collectively referred to as "Collocation Fee") (the Base Fee and Collocation Fee, if any, are collectively referred to as the

"Use Fee"). Company must pay the Use Fee by the first day of each month during the Term that Company and additional Wireless Services Provider, if any, uses the Site, Use Area, Company's Wireless Facilities, or any part thereof.

4.3.3 Annual Fee Increase. Beginning on January 1, 2026, and each anniversary thereafter, the Base Fee will increase by three and one-half percent (3.5%).

4.3.4 Taxes. In addition to the Use Fee, Company must obtain any required business/sales tax licenses and pay any applicable City, county, and state transaction privilege and use tax. The Use Fee must not be an offset to the transaction privilege tax due and owing by Company.

4.3.5 Timely Payment; Other Fees and Charges. Company agrees that if it fails to pay any amounts owed to the City by the time prescribed for payment, Company must pay interest on the amounts owed, at the rate of one percent (1%) per month. In addition to the fees and taxes set forth herein above, Company must pay those fees and charges for encroachment permit applications, inspection, testing, plan review, pavement damage fees, and any other fees adopted by City and applicable to persons doing work in the Rights-of-Way or on Public Property. Additionally, if the City elects to retain outside inspectors or other persons to review and inspect Company's plans, specifications and construction of the Wireless Facilities, Company must reimburse the City for its actual costs incurred in connection therewith.

4.3.6 Invoice and Payment Information. 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
ATTN: Development Services
Mail Stop 403
P.O. Box 4008
Chandler, AZ 85244-4008
Phone: 480-782-3000
Email: tuf@chandleraz.gov

City will send invoices to Company at the following address:

SBA 2012 TC Assets, LLC
8051 Congress Avenue
Boca Raton, Florida 33487
Attention: Site Administration
Re: AZ45060-A Orbital
Phone 800.799.4722

4.4. Letter of Credit or Cash Bond.

4.4.1 Amount; Purpose. Within thirty (30) Days after the Effective Date of this Agreement, Company must deposit with the City one of the following: (i) an irrevocable letter of credit in the amount of \$50,000 ("LOC"); or (ii) a cash bond in the amount of \$50,000 ("Bond"). The form and substance of the LOC or Bond must comply with the form, terms, and conditions as attached in Exhibit "D". The LOC or Bond 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 City department 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.

4.4.2 Drawing on Letter of Credit. The LOC may be drawn upon by the City by presentation of a draft at sight on the lending institution, accompanied by a written notice as provided in the Annex to Exhibit "D" signed by the Development Services Director certifying that Company has failed to comply with this Agreement and stating the amount 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.

4.4.3 Drawing on Cash Bond. The Bond may be drawn upon by the City by presentation of written notice as provided in this Agreement in a form similar to the Annex to Exhibit "D" signed by the Development Services Director to Company certifying that Company has failed to comply with this Agreement and stating the amount being drawn. The rights reserved to the City with respect to the Bond are in addition to all other rights of the City, whether reserved by this Agreement or authorized by law, and no action proceeding against the Bond will affect any other right the City may have.

4.4.4 Replenishing. The LOC and Bond must be structured in such a manner so that if the City at any time draws upon the LOC or Bond, upon notice to Company, Company must immediately increase the amount of available credit or Bond amount by an amount necessary to replenish that portion of the available credit or Bond exhausted by the honoring of the City's draft; provided, however the maximum amount available to be drawn on this LOC or Bond for any one event may not exceed \$50,000. The intent of this Section is to always make available to the City a LOC or Bond in the amount of \$50,000.

4.5 Damage to Public Property. Whenever the installation, removal, or relocation of any of Wireless Facilities is required under this Agreement, and such installation, removal or relocation cause Public Property to be damaged, Company, at its sole cost and expense, must promptly repair damage and return the Public Property 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 Public Property 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.

4.6 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 Improvement, 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 Improvement owned by an entity other than City, Company must, at the option of the entity whose Improvement was damaged, either repair and restore such Improvement to its condition before such damage or reimburse that entity the full cost incurred for repairs and restoration and for other damages as proved by such other entity.

SECTION 5. TERM OF AGREEMENT

5.1 Original Term. The original term of this Agreement will be for a period of ten (10) years that begins on the Effective Date.

5.2 Extension. Provided that the Company is not in default or material breach of this Agreement, the term of this Agreement may be extended for one (1) additional ten (10) year period for a total term not to exceed 20 years from the Effective Date. Any extension of the original term is subject to consent by City and Company, which either may withhold in its sole and absolute discretion. 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 ninety (90) days prior to the end of the original term or the current extension. All of the terms and conditions of this Agreement apply during the Term and any extension of the Term.

5.3 Hold Over. If Company possesses or occupies the Site or Use Area after the expiration of this Agreement (as extended, if applicable), such hold over by Company will not be deemed to operate as a renewal or extension of this Agreement. Instead, at City's sole discretion, Company's hold over creates permission to use the Site and Use Area on a month-to-month basis that may be terminated by City upon thirty (30) days' notice to Company as provided in this Agreement. If Company possesses or occupies the Site or Use Area at the termination or expiration of the initial term, or any extension thereof, without the City's written agreement or if Company is in default or in material breach at the expiration or termination of the initial term, or any extension, at the City's sole discretion, such hold over by Company will be construed as 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. The Parties 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, and Company agrees it shall not now or at any time hereafter contest or challenge City'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. INSURANCE AND INDEMNITY

7.1 Insurance Responsibility. During the entire term of this Agreement, Company must insure its property and activities at and about the Site and Use Area and must provide insurance and indemnification as follows. Company must procure and maintain, and must cause its contractors to procure and maintain as provided in this Section 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 and Use Area, including but not limited to the installation, construction, relocation, removal, repair, operation, and maintenance of the Wireless Facilities, Communications Equipment, and Company Improvements by Company, its agents, representatives, employees, or contractors. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum 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.

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

7.2.1 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 must be named 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.

7.2.2 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
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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 must be named

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 ".

7.2.3 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.

7.2.4 Pollution Liability.

Per Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000

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 must be named 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 and Use Area 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 must 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 three (3) years beginning at the time work under this Agreement is completed.

7.2.5 Tech E&O and Network Security and Privacy Liability Insurance (Cyber).

Per Loss	\$5,000,000
Annual Aggregate	\$5,000,000

The policy must cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this Agreement. If the professional liability insurance required by this Agreement is written on a claims-made basis, Company warrants that any retroactive date under the policy will 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 three (3) 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 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 Wireless Facilities 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 Wireless Facilities, network or similar computer related property and the data, software, and programs thereon. The policy must provide a waiver of subrogation.

7.3 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.

7.4 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must provide thirty (30) days prior written notice of cancellation to the City except for non-payment of premium for which a ten (10) day notice will be provided. Such notice must be sent directly to the addresses listed below and must be sent by certified mail, return receipt requested.

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

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

7.5 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.

7.6 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 7.4. 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 a location within Maricopa County, Arizona designated by Company.

7.7 Contractors. Company's certificate(s) must include all contractors as additional insureds under its policies or contractors must maintain separate insurance as determined by Company and contractors must name City of Chandler as an additional insured, however, contractor's limits of liability must not be less than \$1,000,000 per occurrence, \$2,000,000 aggregate.

7.8 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.

7.9 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) must jointly and severally indemnify, defend,

and hold harmless City and all other parties required to be named as additional insureds under this Section 7 ("Additional Insureds") for, from and against any and all claims or harm related to Company's use of the Site and Use Area or the interests granted to Company with respect to the Site and Use Area or Company's exercise of its interests 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 and Use Area 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 and Use Area 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.

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

7.11 Insurance to be Provided by Others. Company must cause its contractors or other persons occupying, working on or about, or using the Site or Use Area 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 or Use Area (such as Company's consulting design engineers).

SECTION 8. TRANSFER OF LICENSE AGREEMENT

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

8.2 Assignments Affected. Every assignment of any of Company's interest in the Site and Use Area, any agreement, 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 Site and Use Area 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 Site and Use Area (collectively "Liens"); (iii) Any assignment by Company of any interest in any Agreement 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.

8.3 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:

8.3.1 Complete Assignment of Agreement and Permits. Company's complete assignment of all of Company's rights and Interests in the Site and Use Area 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 \$50,000,000.00.

8.3.2 Stock Transfers. The transfer of publicly traded stock, regardless of quantity.

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

8.3.4 Common Ownership Transfer. Company's complete assignment of all of Company's rights and interests in the Site and Use Area to single assignee who is and remains a wholly owned subsidiary of Company's sole owner as of the date of the Agreement (or a wholly owned subsidiary of a wholly owned subsidiary of Company's sole owner as of the date of the Agreement Agreement).

8.4 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 provisions of the transaction documents assigning its interests; and (ii) Each assignee must execute an assumption of any and all agreements and permits to be assigned in form attached as Exhibit E; and (iii) Each Pre-approved Assignment must satisfy all other requirements of this Agreement pertaining to assignments.

8.5 Assignment Remedies. Any assignment without City's consent must be void and must 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 all agreements and permits; collect the Use 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.

8.6 Effect of Assignment. Prior to any assignment, each assignee must execute an assumption of this Agreement and permit in the form attached hereto as Exhibit "E". No action or inaction by City will 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 will not relieve Company from obtaining City's consent to any further assignment. No assignment may release Company from any liability hereunder.

8.7 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 this 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 will be deemed to have agreed to the preceding sentence.

8.8 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.

8.9 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 despite any provisions of any documents relating to an assignment.

8.10 Assignment Fee. Company must pay to City in advance the sum of \$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 City grants such request.

SECTION 9. VIOLATION USE FEES AND PUBLIC SAFETY VIOLATIONS

9.1 Material Breach by Company. Company, its affiliates, agents, employees, contractors, successors, assigns, and representatives must comply with and perform each obligation required of Company as set forth in this Agreement. The

following constitute a material breach by Company:

9.1.1 Company's failure to cure an event of default as described in this Agreement within ten days from the date the notice is deemed received from the City as provided in Section 9.2.

9.1.2 Company engages in a pattern of repeated failure (or neglect) to timely perform or observe any provision of this Agreement after City has given notice as provided in Section 15.15 of any failure by Company to comply with its obligations set forth in this Agreement (collectively "Repeated Default"). The following constitute repeated default: (a) the City issues a notice of default to Company within any thirty (30) day period following the notice date of a prior event of default, (b) the City issues three or more notices of default to Company within any ninety (90) day period following the notice date of a prior event of default, or (c) the City issues six or more notices of default to Company within any twelve (12) month period following the notice date of a prior event of default.

9.2 Events of Default. All agreements and permits issued to Company under this Agreement are approved upon the condition that each of the following events will be deemed an "Event of Default" for Company's failure to perform or satisfy the following material obligations:

9.2.1 If Company fails to make timely payment of the fees and charges required under this Agreement or permit granted by the City.

9.2.2 If Company fails to operate the Wireless Facilities under the terms and conditions set forth in this Agreement.

9.2.3 If Company fails to maintain any insurance or Letter of Credit required under this Agreement.

9.2.4 If City is exposed to any liability, obligation, damage, cost, expense, or other claim of any description, whether asserted, unless Company gives immediate notice to City of Company's commitment to indemnify, defend, and hold City harmless against such claim and Company does in fact promptly commence and continue to indemnify, defend, and hold City harmless against such claim.

9.2.5 If Company fails to timely and completely do or perform or observe any other provisions of this Agreement and such failure continues for a period of thirty (30) days after City has notified Company in writing of such failure or neglect.

9.3 City's Remedies for Material Breach. Upon the occurrence of any material breach or at any time thereafter, City may, at its option, exercise at Company's expense any or all or any combination of the following cumulative remedies in any order and repetitively at City's option: (i) revoke any or all license agreements and permits due to Company's breach as provided in Section 9.1. The City's revocation does not terminate Company's obligations arising during the time simultaneous with or prior to or the revocation, and in no way terminates any of Company's liability related to any breach of this Agreement; (ii) pay or perform, for Company's account, in Company's name, and at Company's expense, any or all payments or performances required to be paid or performed by Company (iii) abate at Company's expense any violation of this Agreement; (iv) Notwithstanding anything under this Agreement to the contrary, unilaterally and without Company's or any other person's consent or approval, draw upon, withdraw, or otherwise realize upon or obtain the value of any letter of credit, escrowed funds, insurance policies, or other deposits, sureties, bonds, or other funds or security held by City or pledged or otherwise obligated to City by Company or by any third party (whether or not specifically mentioned herein) and use the proceeds for any remedy permitted by this Agreement; (v) Require an additional security deposit adequate in City's sole discretion to protect Public Property; (vi) Assert, exercise, or otherwise pursue at Company's expense any and all other rights or remedies, legal or equitable, to which City may be entitled, subject only to the limitation set out below on City's ability to collect money damages in light of the Violation Use Fee; (vii) Impose civil sanctions for public safety violations as provided in this Agreement.

9.4 Violation Use Fee. In lieu of certain money damages (the "Inconvenience Costs") set out below, the following use fees apply to Company's material breach of specific terms of this Agreement (the "Violation Fee Provisions"): (i) The Inconvenience Costs are the money damages that City suffers in the form of administrative cost and inconvenience, disharmony among competing users, and general inconvenience in the use of Public Property or Right-of-Way (if applicable) by City and the public when Company fails to comply with the Violation Fee Provisions; and (ii) Company's failure to comply with Violation Fee Provisions will result in Inconvenience Costs in an amount that is and will be impracticable to determine.

Therefore, the Parties have agreed that, in lieu of Company paying to City as damages the actual amount of the Inconvenience Costs for violating the Violation Fee Provisions, Company must pay the following violation use fees (the "Violation Use Fee"). The City may elect to draw upon the Letter of Credit to collect the Violation Use Fee. For continuing violations within a 24-hour period, each calendar day is considered a separate period for purposes of recovery of Violation Use Fees. The Violation Fee Provisions and the amount of the Violation Use Fee per day or part thereof are as follows:

Violation Use Fee (per day)	Violation Use Fee Description
\$600	Company's failure to properly restore damage to the public right-of-way, within ten (10) days after written notice from the City, timely perform work to the Wireless Facilities, Site, and/or Use Area as required by this Agreement, within ten (10) days after written notice from the City, to correct related violations of specifications, code, ordinance, or standards within ten (10) days after written notice from the City, or six (6) or more breaches of the terms of this Agreement, which have not been cured by Company within twelve (12) consecutive months.
\$500	Three (3) or more material breaches of this Agreement by Company within ninety (90) consecutive days.
\$250	Company's failure to make Company's books and records available to the City as required by this Agreement within ten (10) days of such request, or one (1) or more material breaches of this Agreement by Company within thirty (30) consecutive days.

A Violation Use Fee is only intended to remedy Inconvenience Costs that City suffers because of Company's breach of the Violation Fee Provisions. Company's payment of the Violation Use Fee does not in any way excuse any breach by Company of this Agreement or limit in any way Company's obtaining any other legal or equitable remedy provided by this Agreement or otherwise for such breach. For example, Company's obligation to pay the Violation Use Fee does not in any way satisfy Company's indemnity and insurance obligations under this Agreement, which apply according to their terms in addition to Company's obligation to pay Violation Use Fee.

9.5 Enforcement of Violation Use Fees; Appeal. The City Manager is authorized to 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 Rights-of-Way and Public Property through Violation Use Fees. The City Manager will issue a warning for the first (1st) violation by Company under this section. The City Manager will issue notice to the Company as listed in Section 15.15. If City determines that the Company is liable for a Violation Use Fee, the City will issue to Company a notice of City's assessment of a Violation Use Fee to Company as provided in Section 15.15. The notice will set forth the nature of the violation and the amount of the assessment. Company must pay the Violation Use Fee within ten (10) days of the date of the City's notice or may appeal the notice of violation as provided in C.C.C. § 1-7.

9.6 Public Safety Violations; Civil Sanctions. In addition to imposing a Violation Use Fee, the City Manager is authorized to issue notices of violation of this Agreement, prosecute such violations as provided in C.C.C. sec.1-8, and may take those measures necessary to promote, preserve, and protect public health, safety, and welfare within the Rights-of-Way and Public Property. The City Manager will issue a warning for the first violation by Company under this section. The City Manager will issue notice to the Company as listed in Section 15.15.

9.7 Failure to Pay Civil Sanction. Failure of a party to pay a civil sanction upon final adjudication of the civil action as provided by law may result in the automatic termination of this Agreement and any such party may be prohibited from obtaining additional licenses or permits until all outstanding civil sanctions have been dismissed or paid in full.

9.8 Non-waiver. Company acknowledges Company's unconditional obligation to comply with this Agreement. No failure by City to demand any performance required of Company under this Agreement, and no acceptance by City of any imperfect or partial performances under this Agreement, will excuse such performance or impair in any way City's ability to insist, prospectively and retroactively, upon full compliance with these terms and conditions. No acceptance by City of Use Fee payments or other performances hereunder will be deemed a compromise or settlement of any right City may have for additional, different, or further payments or performances as provided for in these terms and conditions. Any waiver by City of any breach of condition or covenant herein contained to be kept and performed by Company will not be deemed or

considered as a continuing waiver and will not operate to bar or otherwise prevent City from declaring a default for any breach or succeeding or continuing breach either of the same condition or covenant or otherwise. No statement, bill, or notice by City or Company concerning payments or other performances due hereunder, or failure by City to demand any performance hereunder, will excuse Company from compliance with its obligations nor estop City (or otherwise impair City's ability) to at any time correct such notice and/or insist prospectively and retroactively upon full compliance with this Agreement. No waiver of any description (including any waiver of this sentence or paragraph) will be effective against City unless made in writing by a duly authorized representative of City specifically identifying the particular provision being waived and specifically stating the scope of the waiver.

9.9 Reimbursement of City's Expenses. Company must pay to City, within thirty (30) days after City's demand, all amounts expended or incurred by City in performing Company's obligations set forth herein (upon Company's failure to perform the same after notice from City) together with interest thereon at the rate of 10% per annum from the date expended or incurred by City.

SECTION 10. ABANDONMENT

10.1 Abandonment; Removal of Company Improvements. 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 personal property, such as equipment related to the Company's use, has been installed on any portion of the Public Property without complying with the requirements of this Agreement, or this Agreement has terminated or been revoked, Company must promptly, upon being given sixty (60) days' notice from the City, begin removal of Company Improvements 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.

10.2 Permanent Abandonment. The Wireless Facilities and any other personal property of Company remaining on the Public Property without the consent of the City one hundred eighty (180) days after the termination, expiration, or revocation of this Agreement will be, at the option of the City, considered permanently abandoned. Any Company personal property permitted to be abandoned in place will be abandoned consistent with C.C.C. §§ 46-2.9, 46-8.12(K), the Utility Permit Manual, Transportation and Development Policy TDP-275, and any other applicable law.

SECTION 11. LICENSE AGREEMENT REVOCATION

In addition to the remedies set forth in Section 9, the City may revoke, alter, or suspend this Agreement as follows.

11.1 Revocation for Nonuse. Not later than twenty-four (24) months after the Effective Date that the City issues this 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 15.22. If Company fails to comply with this section, the City may revoke this Agreement.

11.2 Revocation for Cause. In addition to the remedies listed in C.C.C. Chapter 46 and subject to these terms and conditions, this Agreement may, after City Council consideration, be revoked, altered, or suspended by the City as the City deems necessary for any of the following events of default: (i) Company's failure to file and maintain any faithful letters of credit, insurance coverage, or pay any fees or taxes due and owing as required under this Agreement; (ii) Company's failure to comply with an applicable law, rule, or regulation related to the operation of the Wireless Facilities, this Agreement, or as required by the appropriate regulatory authority; (iii) fraud by Company, in its conduct or relations under this Agreement; (iv) Company's willful or grossly negligent violation of this Agreement; (v) six (6) or more violations of this Agreement that occur within twelve (12) consecutive months; (vi) Company's 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 and services as contemplated in this Agreement; (vii) permanent or temporary suspension of Company's services for a period of 180 or greater consecutive calendar days by the United States or the State of Arizona for any authorizations legally required for Company to own, operate, maintain, or construct the Wireless Facilities; and (viii) if Company is the subject of a voluntary or involuntary bankruptcy, receivership, insolvency, or similar proceeding or if any assignment of any of Company's property is made for the benefit of creditors or if Company is not regularly paying its debts as

they come due..

11.3 Additional Cure Period. Due to the gravity of the events of default listed in Section 11.2 Company is provided additional time (when compared to Section 9.2) to cure these events of default. If any of the foregoing events in Section 11.2 occur, Company must cure the default within sixty (60) days after receipt of notice from the City as provided in Section 15.15. Company will be held in material breach under this Section 11.3: (i) if Company fails to cure the event of default listed in Section 11.2 within sixty (60) days after notice from the City; or (ii) if an event of a default listed in Section 11.2 cannot be cured within sixty (60) days after notice from the City and Company fails to begin and diligently pursue to cure the default.

11.4 City Determination; City Council Consideration. If Company fails to provide services as set forth in Section 11.1 or Company is held in material breach as provided in Section 11.3, the City will notify Company as provided in Section 15.15 of the City's determination to terminate, postpone for a period, or proceed with the revocation, alteration, or suspension of this Agreement. As part of this determination, the City will state the principal reasons that support the City's determination. Company may appeal the City's determination as provided in C.C.C. sec.1-7 within ten (10) business days from the date of the determination. If Company fails to timely appeal the City's determination or if Company's appeal fails, the City may proceed to terminate, postpone for a period, or proceed with the revocation, alteration, or suspension of this Agreement by presenting this matter to the Chandler City Council for consideration at the Council's next regularly scheduled Council meeting. The City will send a written statement of proposed action by certified U.S. mail, return receipt requested, to Company as provided in Section 15.15. The written statement of proposed action must include the date and time of the City Council meeting and the principal reasons for the proposed action. The City Council may take any final action the Council deems necessary and prudent related to the Agreement.

11.5 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 12. TERMINATION

12.1 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 Use Area; 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.

12.2 Rights at Termination. The following provisions will apply at the expiration of the term of this Agreement:

12.2.1 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.

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

12.2.3 Confirmation of Termination. Upon expiration or termination of this Agreement for any reason, Company must provide to City upon demand recordable disclaimers covering the Site and 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 Site and Use Area.

12.2.4 Removal of Improvements. Company must remove all Company Improvements and restore the Site and Use Area including any pole, mast arms, luminaires, or wireless support structure 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 facilities for revegetated areas.

12.2.5 Prior Improvements. This section also applies to any improvements that Company may have made to the Site or Use Area.

12.3 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 13. PROPRIETARY INFORMATION

13.1 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 15.15 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.

13.2 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 14. RADIO FREQUENCY REQUIREMENTS; CITY EMPLOYEE SAFETY

14.1 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 complies 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.

14.2 City Employee RF Safety Program. Company must comply with at least one of the following safety protocols to preserve City's employees, agents, and representatives uninterrupted and safe access to the Public Property and Company's Communication Equipment and Wireless Facilities located on the Site:

14.2.1 RF Safety Program Monitors. Participate in a City RF Safety Program (the "City's Safety Program"), enrollment that includes a one-time contribution to the City of two (2) RF Personal Monitors, as specified below, for monitoring radio frequency emissions from Company's Wireless Facilities during the repair and maintenance of City's Facilities and Public Property. The RF Personal Monitors must be delivered to the City's Regulatory Affairs Manager within sixty (60) days of the Effective Date. The RF Personal Monitor must be a new manufactured with full original manufacturer's warranty NARDA (2271/101) – Nardalert S3 Personal & Area Monitor or equivalent device that is approved by the City. The Company must provide for each Nardalert S3 Personal & Area Monitor, a protective silicon or rubberized cover, and a case to store and carry the device. On each five (5) year interval of the Effective Date, the Company must provide the City with one (1) additional RF Personal Monitor that meets or exceeds the requirement in this section and which the City must approve prior to purchase.

14.2.2 RF Safety Program Annual Contribution. Participate in the City's Safety Program by making an annual contribution of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) for third-party training of City employees who

may work on poles that carry Company's Wireless Facilities and for the ongoing operation – including the annual recertification training of City employees, test set calibration, and test set maintenance and repair of the City's Safety Program ("Annual Contribution"). The first annual contribution, payable to the City of Chandler, must be delivered or transferred as directed by the City's Regulatory Affairs Manager within sixty (60) days of the Effective Date. Each annual contribution thereafter must be made payable to the City of Chandler as directed by the City's Regulatory Affairs Manager on or before the anniversary date of the Effective Date.

14.3 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.

14.4 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 15. GENERAL CONDITIONS.

15.1 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 the remedies provided in this Agreement and to the full extent provided by law.

15.2 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.

15.3 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.

15.4 Compliance with Laws. Both Parties must comply with all applicable laws as amended from time to time including but not limited to, the Chandler City Code, the Chandler Charter, and Arizona and federal law in the exercise and performance of its rights and obligations under 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. To the extent that Company uses the Rights-of-Way or other Public Property to provide services other than those listed in this Agreement, the use of the Rights-of-Way or other Public Property is subject to the terms and conditions of this Agreement and any applicable permits and laws.

15.5 Reports and Information. Upon request, Company must provide to City copies of any communications and reports submitted by Company to the FCC or any other federal or state regulatory commission or agency with jurisdiction in respect to any matters that arise out of or related to this Agreement. In addition to the reports required in this Agreement, upon City's request, Company must provide City with regular reports and other information, as requested by the City, to establish Company's compliance with the various requirements, fees, and other provisions of this Agreement.

15.6 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.

15.7 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.

15.8 Agreement Documents. Unless otherwise provided in this Agreement, Company must submit to the City the Letter of Credit and insurance certificates as required by the Agreement within thirty (30) days of the Effective Date. The Agreement granted is not legally operative until all of Company's requirements in this Section are completed to the City's reasonable satisfaction. In the event Company does not timely satisfy these requirements, this Agreement will be deemed null and void unless Company's time period to comply is extended in writing by the City.

15.9 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.

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

15.11 Hazardous Substances. Company's activities upon or about the Site and Use Area are subject to any of the following 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"):

15.11.1 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.

15.11.2 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.

15.11.3 Disturbance of Toxic Substances. Prior to undertaking any construction or other significant work, Company must cause the Site or 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 the 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 contractor'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 Site or Use Area to be performed by persons, equipment, facilities, and other resources who are always 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.

15.12 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.

15.13 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.

15.14 Governing Law; Jurisdiction; Venue. 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.

15.15 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) sent by electronic mail and 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

To Company:
SBA 2012 TC Assets, LLC
8051 Congress Avenue
Boca Raton, Florida 33487
Attention: Site Administration
Re: AZ45060-A Orbital
Phone: 800.799.4722 x9522
e-mail: sitequestions@sbsite.com

With a copy to:

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

With a copy to:

SBA 2012 TC Assets, LLC
8051 Congress Avenue
Boca Raton, Florida 33487
Attention: Legal Department

Notice will be deemed received at the time it is personally served, on the day it is sent by electronic mail, 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 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.

15.16 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.

15.17 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 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" – Depiction and Description of Site
Exhibit "B" – Depiction and Description of Use Area
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

15.18 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.

15.19 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.

15.20 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.

15.21 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.

15.22 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.

15.23 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 800.799.4722 X 9522 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) 799-4722 x 9522.

15.24 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). 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. 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.

15.25 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.

15.26 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.

15.27 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 data 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 (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 the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Company, its employees, agents, or subcontractors. 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.

15.28 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and always protected by Company. At a minimum, Company must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. If data collected or obtained by Company or its agents in connection with this Agreement is believed to have been compromised, Company or its agents must immediately notify the City contact. Company agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Company's obligations under this Section survive the termination of this Agreement.

15.29 Public Emergency. City shall have the right, because of a public emergency, to sever, disrupt, dig-up or otherwise destroy facilities of Licensee without any prior notice to Licensee, if the action is deemed reasonably necessary by the City Manager, Fire Chief, Police Chief, City Street Transportation Director, Public Works Director, or Water Services Director. A public emergency may be any condition which, in the opinion of any of the officials named, poses an immediate threat to the lives or property of the residents of the City or others caused by any natural or man-made disaster, including but not limited to, storms, floods, fire, accidents, explosions, major water main breaks, hazardous material spills, etc. Licensee will be notified by the City of the public emergency and the action taken by the City as soon as reasonably possible. Licensee shall be responsible for repair at its sole expense of any of its facilities damaged pursuant to any such action taken by City.

15.30 Inspection and Audit of License Provisions. All books, accounts, reports, files, and other records related to or arising out of this License (collectively "Records") are subject at all reasonable times to inspection and audit by the City, including for five years after the expiration or termination of this License. Licensee must produce the Records at a mutually agreed to time and location within Maricopa County, Arizona.

15.31 Blue Stake Laws (Arizona 811) and Traffic Barricade Manual Compliance. Company must comply with A.R.S. sections 40-360.21, and following, by participating as a member of the Arizona Blue Stake Center (Arizona 811) with the necessary records and persons to provide location service of Company's facilities upon receipt of a locate call or as promptly as possible, but in no event later than 2 working days. A copy of Company's agreement or proof of membership must be filed with the City. Company must comply with the latest edition of the City of Chandler Traffic Barricade Manual, as amended.

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

[Remainder of page intentionally left blank.]

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

“City”

CITY OF CHANDLER, an Arizona municipal
corporation

By: _____
Kevin Hartke, Mayor

APPROVED AS TO FORM:

Kelly Y. Schwab, City Attorney 

ATTEST:

Dana DeLong, City Clerk

WITNESS:

Cathy Carrillo
Print Name: Cathy Carrillo

Catherine Reznik
Print Name: Catherine Reznik

COMPANY:

SBA 2012 TC Assets, LLC, a Delaware limited liability company

By: Joshua Koenig
Executive Vice President and General Counsel

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 31st day of January, 2022 by Joshua Koenig, Executive Vice President & General Counsel of SBA 2012 TC Assets, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me and did not take an oath.

Ceb

Notary Public

Print Name: _____

My Commission Expires: _____

(NOTARY SEAL)



EXHIBIT A
DEPICTION AND DESCRIPTION OF SITE

A PORTION OF THE EAST HALF OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 20; THENCE NORTH 89 DEGREES 35 MINUTES 39 SECONDS WEST, ALONG THE EAST-WEST 1/4-SECTION LINE OF SAID SECTION 20, A DISTANCE OF 1270.25 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 24 MINUTES 21 SECONDS WEST, 670.82 FEET TO A POINT OF A CURVE, THE CENTRAL POINT OF WHICH BEARS NORTH 44 DEGREES 05 MINUTES 13 SECONDS EAST, 2935.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35 DEGREES 22 MINUTES 54 SECONDS, HAVING AN ARC DISTANCE OF 1812.43 FEET; THENCE SOUTH 89 DEGREES 06 MINUTES 36 SECONDS EAST, 1359.73 FEET; THENCE SOUTH 00 DEGREES 58 MINUTES 25 SECONDS WEST, 224.21 FEET; THENCE NORTH 89 DEGREES 06 MINUTES 36 SECONDS WEST, 568.10 FEET; THENCE SOUTH 00 DEGREES 58 MINUTES 22 [sic] WEST, 20.79 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 37 SECONDS WEST, 158.86 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 34 SECONDS EAST, 183.01 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 48 SECONDS EAST, 153.93 FEET; THENCE SOUTH 00 DEGREES 58 MINUTES 22 SECONDS WEST, 466.51 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 39 SECONDS EAST, 71.83 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
DEPICTION AND DESCRIPTION OF WIRELESS FACILITIES AND USE AREA

LEGAL DESCRIPTION OF WIRELESS FACILITIES

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 2 SOUTH,
RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA
COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE SOUTH
00 DEGREES 46 MINUTES 46 SECONDS WEST, ALONG THE EAST LINE OF SAID
SOUTHEAST QUARTER, A DISTANCE OF 449.81 FEET TO A POINT; THENCE
DEPARTING SAID EAST LINE, NORTH 89 DEGREES 13 MINUTES 54 SECONDS WEST,
A DISTANCE OF 1257.51 FEET TO THE TRUE POINT OF BEGINNING;

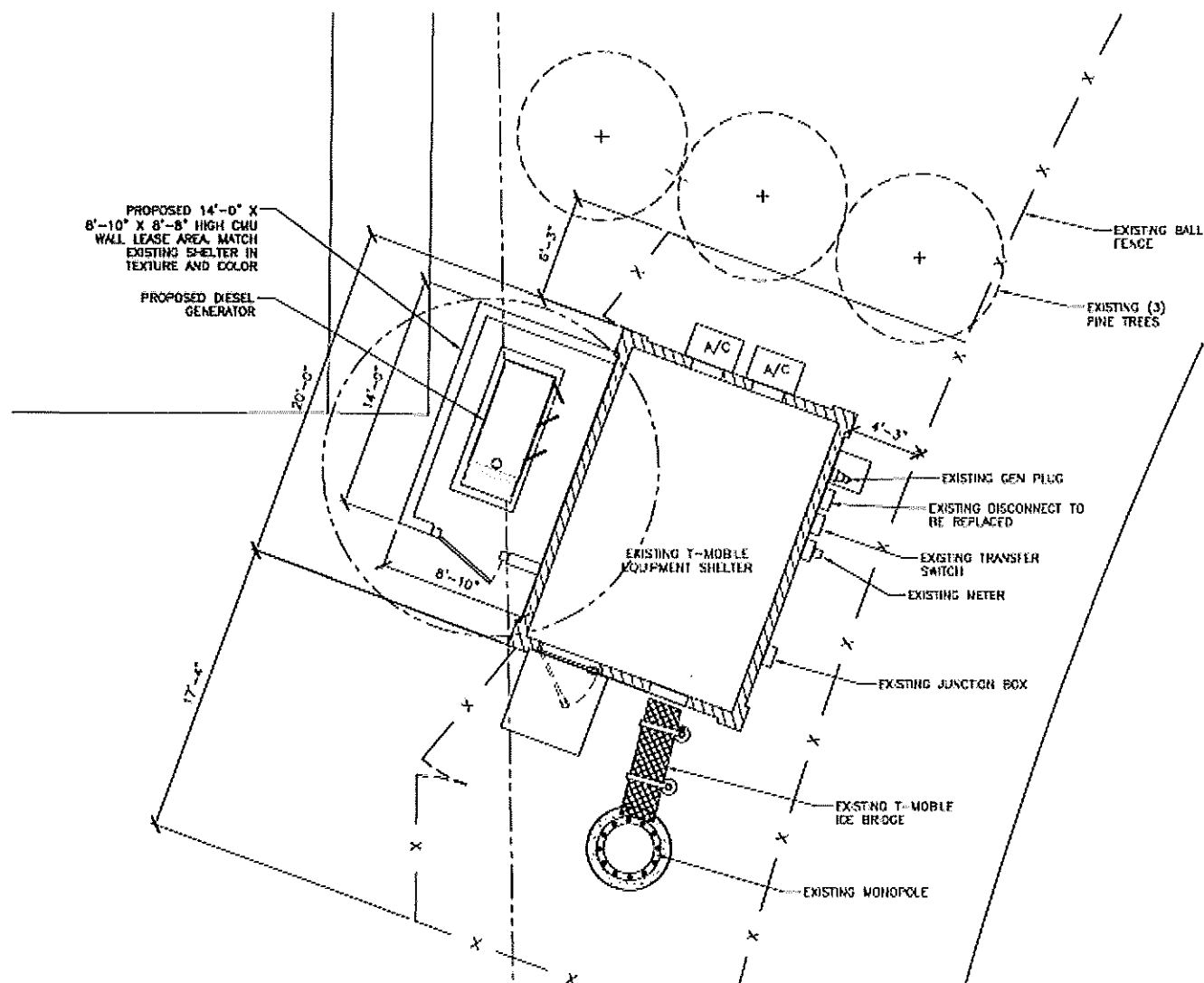
THENCE NORTH 69 DEGREES 39 MINUTES 48 SECONDS WEST, A DISTANCE OF
18.00 FEET TO A POINT;

THENCE NORTH 20 DEGREES 20 MINUTES 12 SECONDS EAST, A DISTANCE OF
44.00 FEET TO A POINT,

THENCE SOUTH 69 DEGREES 39 MINUTES 48 SECONDS EAST, A DISTANCE OF
18.00 FEET TO A POINT;

THENCE SOUTH 20 DEGREES 20 MINUTES 12 SECONDS WEST, A DISTANCE OF
44.00 FEET TO THE TRUE POINT OF BEGINNING.

SS EASEMENT.



LEGAL DESCRIPTION OF USE AREA
(Access)

A 12.00 FOOT WIDE ACCESS EASEMENT OVER AND ACROSS A PORTION OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID ACCESS EASEMENT BEING 6.00 FEET WIDE ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGIN AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE SOUTH 00 DEGREES 46 MINUTES 46 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 449.81 FEET TO A POINT; THENCE DEPARTING SAID EAST LINE, NORTH 89 DEGREES 13 MINUTES 54 SECONDS WEST, A DISTANCE OF 1257.51 FEET TO A POINT; THENCE NORTH 69 DEGREES 39 MINUTES 48 SECONDS WEST, A DISTANCE OF 24.00 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE OF THE 12.00 FOOT WIDE ACCESS EASEMENT;

THENCE NORTH 20 DEGREES 20 MINUTES 12 SECONDS EAST, A DISTANCE OF 44.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AN ARC LENGTH OF 39.27 FEET TO A POINT OF TANGENCY;

THENCE NORTH 89 DEGREES 39 MINUTES 48 SECONDS WEST, A DISTANCE OF 44.84 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 89 DEGREES 38 MINUTES 42 SECONDS, AN ARC LENGTH OF 30.37 FEET TO A POINT OF TANGENCY;

THENCE NORTH 00 DEGREES 03 MINUTES 06 SECONDS WEST, A DISTANCE OF 248.84 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 89 DEGREES 40 MINUTES 42 SECONDS, AN ARC LENGTH OF 39.13 FEET TO A POINT OF TANGENCY;

THENCE NORTH 89 DEGREES 43 MINUTES 48 SECONDS WEST, A DISTANCE OF 214.91 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 37 DEGREES 15 MINUTES 20 SECONDS, AN ARC LENGTH OF 97.53 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 53 DEGREES 00 MINUTES 52 SECONDS WEST, A DISTANCE OF 62.25 FEET TO A POINT ON THE WESTERLY LINE OF ALMA SCHOOL ROAD AND THE POINT OF TERMINATION OF THE CENTERLINE OF SAID 12.00 FOOT WIDE ACCESS EASEMENT.

LEGAL DESCRIPTION OF USE AREA
(Utilities)

A 10.00 FOOT WIDE UTILITY EASEMENT OVER AND ACROSS A PORTION OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GEA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA. SAID UTILITY EASEMENT BEING 5.00 FEET WIDE ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINES:

BEGIN AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE SOUTH 00 DEGREES 46 MINUTES 46 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 449.81 FEET TO A POINT; THENCE DEPARTING SAID EAST LINE, NORTH 89 DEGREES 13 MINUTES 54 SECONDS WEST, A DISTANCE OF 1257.51 FEET TO POINT 'A'; THENCE NORTH 09 DEGREES 39 MINUTES 48 SECONDS WEST, A DISTANCE OF 18.00 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE OF THE 10.00 FOOT WIDE UTILITY EASEMENT;
THENCE NORTH 89 DEGREES 48 MINUTES 51 SECONDS WEST, A DISTANCE OF 212.87 FEET TO A POINT ON THE EASTERLY LINE OF ALVA SCHOOL ROAD AND THE POINT OF TERMINATION OF THE CENTERLINE OF SAID 10.00 FOOT WIDE UTILITY EASEMENT.

AND

BEGINNING AT SAID POINT 'A', THENCE NORTH 20 DEGREES 20 MINUTES 12 SECONDS EAST, A DISTANCE OF 22.00 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE OF A 10.00 FOOT UTILITY EASEMENT;
THENCE SOUTH 73 DEGREES 50 MINUTES 20 SECONDS EAST, A DISTANCE OF 5.00 FEET TO A POINT;
THENCE ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 310.33 FEET, A CENTRAL ANGLE OF 26 DEGREES 53 MINUTES 23 SECONDS, A CHORD WHICH BEARS NORTH 33 DEGREES 56 MINUTES 00 SECONDS EAST, A DISTANCE OF 144.31 FEET AND AN ARC LENGTH OF 145.64 FEET TO A POINT;
THENCE SOUTH 47 DEGREES 56 MINUTES 55 SECONDS EAST, A DISTANCE OF 118.37 FEET TO A POINT;
THENCE SOUTH 57 DEGREES 50 MINUTES 49 SECONDS EAST, A DISTANCE OF 267.16 FEET TO THE POINT OF TERMINATION OF THE CENTERLINE OF SAID 10.00 FOOT WIDE UTILITY EASEMENT.

THE LIMITS OF SAID DESCRIBED EASEMENT SHALL BE EXTENDED AND/OR SHORTENED AT ANGLE POINTS, POINTS OF CURVATURE AND TANGENCY, POINTS OF BEGINNING AND POINTS OF TERMINATION AS TO PROVIDE THE CONTINUOUS SPECIFIED WIDTH THROUGHOUT.

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

Wireless Company _____
Company Contact _____
Location of Site _____

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: _____

Department Authorized Representative Signature and Title

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

Date

Real Estate Coordinator Authorized Representative Signature and Title

Date

CHANDLER DEPARTMENT CLEARANCE FOR WIRELESS COMMUNICATION FACILITIES

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 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: _____

Police Department Authorized Representative Signature and Title

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: _____

Fire Department Authorized Representative Signature and Title

Date

INSTRUCTIONS: DEPARTMENT APPROVAL FORM FOR WIRELESS COMMUNICATION FACILITIES ON PUBLIC PROPERTY

Section I. Department Where Site is to be Located

Requires signature of Department Director or his/her designee of the Department whose manages the facility or public land/right-of-way where the wireless facility/structure is to be located. For example, if the facility is desired to be located 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
175 S. Arizona Ave., 4th Floor

Fire Station

Keith Hargis, Assistant Fire Chief
480-782-2161, keith.hargis@chandleraz.gov
151 E. Boston St.

Water/Wastewater Treatment Facility

John Knudson, Public Works Director
480-782-3590, john.knudson@chandleraz.gov
1475 E Pecos Rd.

Public Right-of-Way

Dennis Aust, Development Project Administrator
480-782-3315, dennis.aust@chandleraz.gov
215 E. Buffalo St.

Police Department

William Edel, Police Tech Manager
480-782-4153, william.edel@chandleraz.gov
250 E Chicago St.

The Company and the City Department should agree that the facilities can locate on the property under discussion without disrupting City operations. This may require an on-site tour to determine if there is 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

Real Estate Contact: Erich Kuntze, Real Estate Coordinator, (480) 782-3397, 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
151 E. Boston St., 480-782-2161

Police Department, Communications Division
Police Tech Manager
William Edel, william.edel@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 11.1 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

_____[bank name]_____, a _____
By _____ [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 _____)
) ss.
COUNTY OF _____)

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 AGREEMENT**

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 SBA 2012 TC Assets, LLC, a Delaware limited liability company ("Company") dated _____, 20____.

COMPANY: SBA 2012 TC Assets, LLC, a Delaware limited liability company

By: _____
Its: _____

CITY:

CITY OF CHANDLER, a *municipal corporation*

By: _____
Its: Development Services Director or Designee

APPROVE AS TO FORM:

City Attorney

ATTEST:

City Clerk

EXHIBIT "A"

Legal Description of Public Property

A PORTION OF THE EAST HALF OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 20; THENCE NORTH 89 DEGREES 35 MINUTES 39 SECONDS WEST, ALONG THE EAST-WEST BOUNDARY LINE OF SAID SECTION 20, A DISTANCE OF 1270.25 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 24 MINUTES 21 SECONDS WEST, 670.82 FEET TO A POINT OF A CURVE, THE CENTRAL POINT OF WHICH BEARS NORTH 44 DEGREES 06 MINUTES 13 SECONDS EAST, 2835.60 FEET; THENCE NORTH/WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35 DEGREES 22 MINUTES 54 SECONDS, HAVING AN ARC DISTANCE OF 1812.43 FEET; THENCE SOUTH 89 DEGREES 06 MINUTES 36 SECONDS EAST, 1359.73 FEET; THENCE SOUTH 00 DEGREES 58 MINUTES 25 SECONDS WEST, 224.21 FEET; THENCE NORTH 89 DEGREES 06 MINUTES 36 SECONDS WEST, 568.10 FEET; THENCE SOUTH 00 DEGREES 58 MINUTES 22 (SEC) WEST, 20.79 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 37 SECONDS WEST, 158.86 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 34 SECONDS EAST, 183.01 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 48 SECONDS EAST, 193.93 FEET; THENCE SOUTH 00 DEGREES 58 MINUTES 22 SECONDS WEST, 466.51 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 39 SECONDS EAST, 71.83 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
DEPICTION AND DESCRIPTION OF WIRELESS FACILITIES AND USE AREA
LEGAL DESCRIPTION OF WIRELESS FACILITIES

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

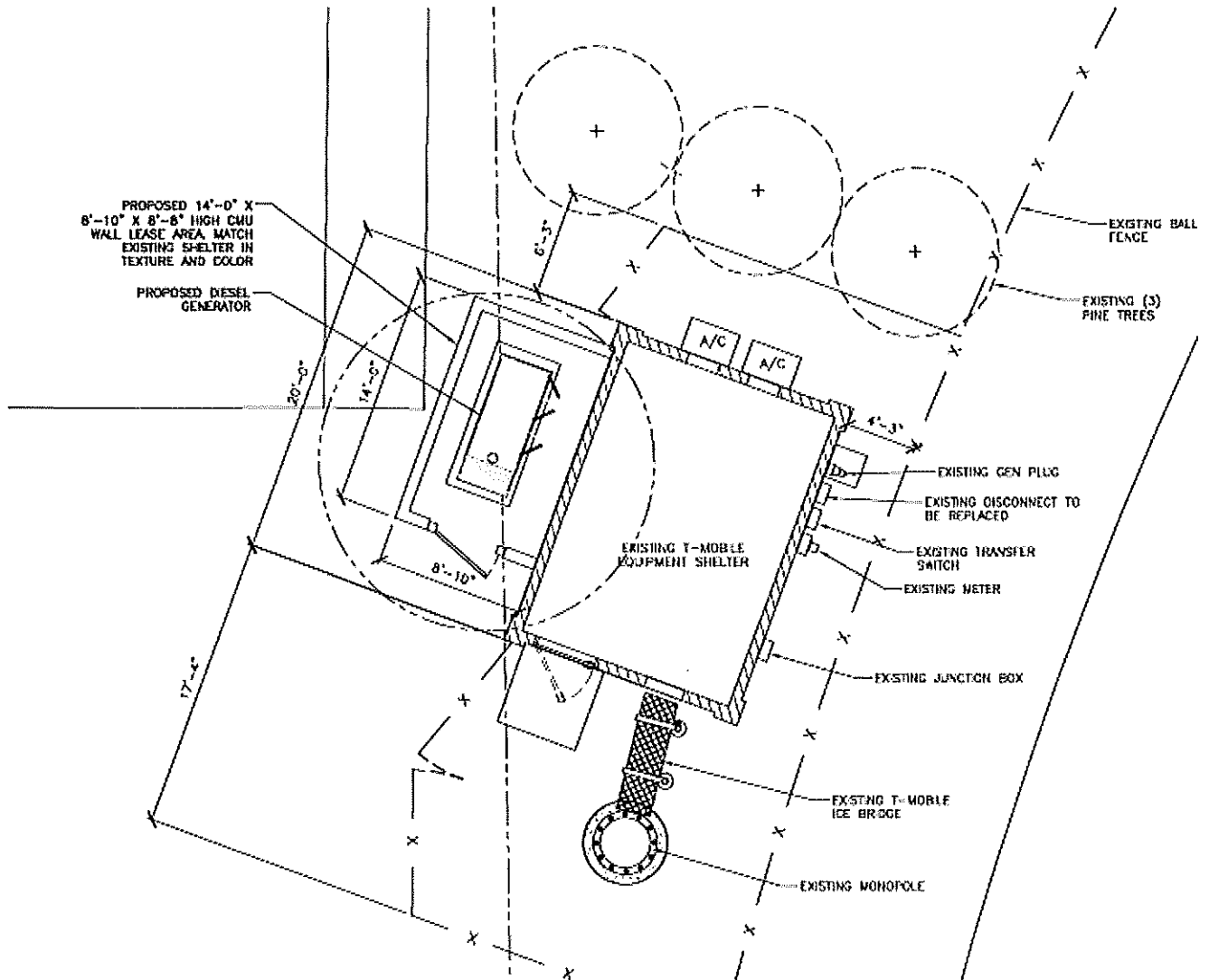
BEGIN AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE SOUTH 00 DEGREES 46 MINUTES 46 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 449.81 FEET TO A POINT; THENCE DEPARTING SAID EAST LINE, NORTH 89 DEGREES 13 MINUTES 54 SECONDS WEST, A DISTANCE OF 1257.51 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 69 DEGREES 39 MINUTES 48 SECONDS WEST, A DISTANCE OF 18.00 FEET TO A POINT;

THENCE NORTH 20 DEGREES 20 MINUTES 12 SECONDS EAST, A DISTANCE OF 44.00 FEET TO A POINT,

THENCE SOUTH 69 DEGREES 39 MINUTES 48 SECONDS EAST, A DISTANCE OF 18.00 FEET TO A POINT;

THENCE SOUTH 20 DEGREES 20 MINUTES 12 SECONDS WEST, A DISTANCE OF 44.00 FEET TO THE TRUE POINT OF BEGINNING.
SS EASEMENT.



LEGAL DESCRIPTION OF USE AREA
(Access)

A 12.00 FOOT WIDE ACCESS EASEMENT OVER AND ACROSS A PORTION OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID ACCESS EASEMENT BEING 6.00 FEET WIDE ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGIN AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE SOUTH 00 DEGREES 40 MINUTES 40 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 419.81 FEET TO A POINT; THENCE DEPARTING SAID EAST LINE, NORTH 89 DEGREES 13 MINUTES 54 SECONDS WEST, A DISTANCE OF 1257.51 FEET TO A POINT; THENCE NORTH 69 DEGREES 39 MINUTES 48 SECONDS WEST, A DISTANCE OF 24.00 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE OF THE 12.00 FOOT WIDE ACCESS EASEMENT; THENCE NORTH 20 DEGREES 20 MINUTES 12 SECONDS EAST, A DISTANCE OF 44.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AN ARC LENGTH OF 39.27 FEET TO A POINT OF TANGENCY; THENCE NORTH 69 DEGREES 39 MINUTES 48 SECONDS WEST, A DISTANCE OF 44.84 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 69 DEGREES 38 MINUTES 42 SECONDS, AN ARC LENGTH OF 30.37 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 03 MINUTES 06 SECONDS WEST, A DISTANCE OF 248.84 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 89 DEGREES 40 MINUTES 42 SECONDS, AN ARC LENGTH OF 39.13 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 43 MINUTES 48 SECONDS WEST, A DISTANCE OF 214.91 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 37 DEGREES 15 MINUTES 20 SECONDS, AN ARC LENGTH OF 97.53 FEET TO A POINT OF TANGENCY; THENCE SOUTH 53 DEGREES 00 MINUTES 52 SECONDS WEST, A DISTANCE OF 62.25 FEET TO A POINT ON THE WESTERLY LINE OF ALMA SCHOOL ROAD AND THE POINT OF TERMINATION OF THE CENTERLINE OF SAID 12.00 FOOT WIDE ACCESS EASEMENT.

**LEGAL DESCRIPTION OF ACCESS AND USE AREA
(Utilities)**

A 10.00 FOOT WIDE UTILITY EASEMENT OVER AND ACROSS A PORTION OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GLA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID UTILITY EASEMENT BEING 5.00 FEET WIDE ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINES:

BEGIN AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE SOUTH 00 DEGREES 46 MINUTES 46 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 449.81 FEET TO A POINT; THENCE DEPARTING SAID EAST LINE, NORTH 89 DEGREES 13 MINUTES 54 SECONDS WEST, A DISTANCE OF 1257.51 FEET TO POINT 'A'; THENCE NORTH 89 DEGREES 39 MINUTES 48 SECONDS WEST, A DISTANCE OF 18.00 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE OF THE 10.00 FOOT WIDE UTILITY EASEMENT;
THENCE NORTH 89 DEGREES 48 MINUTES 51 SECONDS WEST, A DISTANCE OF 212.87 FEET TO A POINT ON THE EASTERLY LINE OF ALMA SCHOOL ROAD AND THE POINT OF TERMINATION OF THE CENTERLINE OF SAID 10.00 FOOT WIDE UTILITY EASEMENT.

AND

BEGINNING AT SAID POINT 'A', THENCE NORTH 20 DEGREES 20 MINUTES 12 SECONDS EAST, A DISTANCE OF 22.00 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE OF A 10.00 FOOT UTILITY EASEMENT;
THENCE SOUTH 73 DEGREES 50 MINUTES 20 SECONDS EAST, A DISTANCE OF 5.00 FEET TO A POINT;
THENCE ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 310.33 FEET, A CENTRAL ANGLE OF 26 DEGREES 53 MINUTES 23 SECONDS, A CHORD WHICH BEARS NORTH 33 DEGREES 56 MINUTES 00 SECONDS EAST, A DISTANCE OF 144.31 FEET AND AN ARC LENGTH OF 145.54 FEET TO A POINT;
THENCE SOUTH 47 DEGREES 56 MINUTES 55 SECONDS EAST, A DISTANCE OF 118.37 FEET TO A POINT;
THENCE SOUTH 57 DEGREES 50 MINUTES 49 SECONDS EAST, A DISTANCE OF 267.16 FEET TO THE POINT OF TERMINATION OF THE CENTERLINE OF SAID 10.00 FOOT WIDE UTILITY EASEMENT.

THE LIMITS OF SAID DESCRIBED EASEMENT SHALL BE EXTENDED AND/OR SHORTENED AT ANGLE POINTS, POINTS OF CURVATURE AND TANGENCY, POINTS OF BEGINNING AND POINTS OF TERMINATION AS TO PROVIDE THE CONTINUOUS SPECIFIED WIDTH THROUGHOUT.