

5(THIRD PARTY OWNED REPLACEMENT POLE)  
COS case No. 51-DR-2018  
Wireless company's name:

New Cingular Wireless PCS, LLC

Wireless company's internal site name:

AZL04814 / SRP Rio Verde ROW

### **ANTENNA SITE RIGHT-OF-WAY LICENSE AGREEMENT**

THIS ANTENNA SITE RIGHT-OF-WAY LICENSE AGREEMENT (the "Agreement") is made and entered into this 6 day of June, 2019, by and between the City of Scottsdale, an Arizona municipal corporation ("Licensor"), and, New Cingular Wireless PCS, LLC a Delaware limited liability company ("Licensee").

### **RECITALS**

A. Licensor has adopted a certain Notice of Antenna Site Standard Terms, through Resolution No. 11079 of the Scottsdale City Council on April 24, 2018 (the "Standard Terms"), and on file at the City Clerk's office.

B. The Standard Terms sets out various recitals (collectively the "Standard Recitals") and provisions (collectively the "Standard Terms").

C. Licensor holds an interest in a parcel of land (the "Street Parcel") comprising street right-of-way for Rio Verde Drive. The Street Parcel is located approximately three hundred fifty (350) feet northeast of the center of the intersection of Rio Verde Drive and 136<sup>th</sup> Street.

D. This Agreement allows Licensee to use certain limited portions of the Street Parcel.

E. The portions of the Street Parcel that this Agreement allows Licensee to use (the "Use Areas") are defined in the package of maps and related materials (the "Boundary Plan") attached hereto as **Exhibit "A"**.

F. Licensee desires to install and operate on the Use Areas the wireless telecommunications receiving, processing and transmitting devices and related electronic equipment that is specified on the Site Plan (the "Communications Equipment") subject to the requirements of this Agreement. The Communications Equipment is limited to the actual electronic equipment, portable cabinets for such equipment, the Enclosure, [the antennas (the "Main Antennas") used to communicate with cell telephones and similar devices, the antennas (the "Microwave Antennas") used to relay signals off-site in bulk], and [a permanently installed emergency backup generator (the "Fixed Generator")], all as shown on the drawing (the "Site Plan") attached hereto as **Exhibit "B"**. Notwithstanding anything in this Agreement to the contrary, the Communications Equipment excludes any item not shown on the Site Plan.

G. The volume of the Enclosure and the above ground portion of its pad as shown in the Site Plan is one hundred thirteen (113) cubic feet.

H. The Street Parcel is currently improved with an approximately thirty-eight foot (38') tall electrical pole (the "Pole").

I. The Pole is owned by Salt River Project ("Pole Owner") and is located on the Street Parcel pursuant to a \_\_\_\_\_ (the "Pole Right-of-way Agreement") between Pole Owner and Licenser dated \_\_\_\_\_, 20\_\_\_\_ and recorded at document No. \_\_\_\_\_ of the public records of Maricopa County, Arizona.

J. Licensee has entered into a certain Site License Agreement (the "Pole Antenna Agreement") with Pole Owner dated March 22, 2018 whereby Licensee has obtained permission from Pole Owner to use the Pole in the manner described in this Agreement.

K. Licensee proposes to replace the Pole with a new Pole that Pole Owner will own.

L. In order to install the Communications Equipment, Licensee desires to construct supporting improvements and perform all other work shown on the Site Plan (collectively the "Project").

M. Licensee shall complete the entire Project and put the Communications Equipment in full operation no later than one hundred eighty (180) days after the date of this Agreement (the "Completion Deadline").

N. Licenser desires to grant to Licensee a license to install, maintain, operate and repair the Communications Equipment (the "Permitted Uses") subject to the requirements of this Agreement.

O. Licenser desires to reserve rights to construct and use and allow others to construct and use all manner of additional improvements upon the Use Areas and the Street Parcel subject to the requirements of this Agreement and the rights granted to Licensee herein.

P. The Standard Recitals are all incorporated here by reference as if set out in full.

NOW, THEREFORE, for and in consideration of the foregoing, the amounts hereinafter to be paid by Licensee, and the covenants and agreements contained herein to be kept and performed by Licensee, and other good and valuable consideration, Licenser and Licensee agree as follows:

#### I. LICENSE TERMS

1. License Terms. Licenser hereby grants to Licensee a license to use the Use Areas as follows:

1.1 Standard Terms Incorporated. The Standard Terms are all incorporated here by reference as if set out in full. **LICENSEE WARRANTS AND REPRESENTS THAT LICENSEE HAS READ AND AGREES TO THE STANDARD RECITALS AND THE STANDARD TERMS.** Capitalized terms used but not defined in this Agreement shall have the meanings assigned by the Standard Recitals and the Standard Terms.

1.2 Standard Terms Application. Licensee shall comply with all of the Standard Terms. Without limitation, the Standard Terms shall apply to the Use Areas as follows:

1.2.1 Licensee's Boundary Plan Responsibility. It is Licensee's responsibility before signing this Agreement to ensure that the Boundary Plan is prepared as follows:

1.2.1.1 Licensee shall insure that the Boundary Plan clearly depicts all portions of the Street Parcel that Licensee desires to use and that each such area is clearly shown on the Boundary Plan and labeled to clearly indicate which of the categories of Exclusive Areas or Shared Areas set out in the Standard Terms applies to the area.

1.2.1.2 If the Boundary Plan does not clearly show any portion of the Street Parcel as one of the categories of Exclusive Areas or Shared Areas set out in the Standard Terms, then such portion of the Street Parcel is not part of the Use Areas and Licensee may not use such portion of the Street Parcel, even if the use is discussed in the Standard Terms.

1.2.1.3 Any Exclusive Area or Shared Area described or named in the Standard Terms that is not clearly depicted and correctly labeled on the Boundary Plan is excluded from this Agreement and unavailable for Licensee's use.

1.2.1.4 Any portion of the Boundary Plan or the Site Plan that indicates a Licensee use of the Street Parcel that is not one of the Exclusive Areas or Shared Areas specifically enumerated in the Standard Terms is excluded from this Agreement and not available for Licensee's use.

1.2.1.5 All work, improvements and equipment within an Exclusive Area or Shared Area is limited to the purposes enumerated in the Standard Terms for that particular Exclusive Area or Shared Area.

1.2.1.6 This Agreement does not allow use of any land other than the specified portions of the Street Parcel that are Exclusive Areas or Shared Areas.

1.2.1.7 Any change to the Boundary Plan after Licensor executes this Agreement is void unless it is memorialized in a formal amendment to this Agreement.

1.2.2 Site Plan. It is Licensee's responsibility before signing this Agreement to ensure that the Site Plan correctly shows the work that Licensee intends to perform, that the Site Plan correctly shows all improvements and equipment that Licensee intends be located on the Use Areas, that the Site Plan shows no work, improvements or equipment outside the Exclusive Areas and Shared Areas properly depicted and labeled on the Boundary Plan, and that all work, improvements and equipment is encompassed within the purposes enumerated in the Standard Terms for that particular Exclusive Area or Shared Area. Any work, improvements or equipment not conforming to all the foregoing is prohibited, even if it is clearly shown on the Site Plan or discussed in the Standard Terms. Any refinement or other change to the Site Plan after Licensor executes this Agreement is void unless Licensee obtains Licensee's approval of the change pursuant to the plans approval processes set out in the Standard Terms and pursuant to all applicable regulatory requirements.

1.2.3 Term of Agreement. The term of this Agreement is as stated in the Standard Terms.

1.2.4 Licensee's Payments. Licensee shall pay to Licensor the amounts described in the Standard Terms.

1.2.5 Use Restrictions. Licensee shall comply with the use restrictions set out in the Standard Terms.

1.2.6 Other Requirements. Licensee's obligations include and Licensee's rights are limited by all of the Standard Terms' provisions, including without limitation, those regarding:

1.2.6.1 Improvements by Licensor.

1.2.6.2 Licensee's improvements, plans approval, work hours, etc.

1.2.6.3 Construction deadlines.

1.2.6.4 Maintenance and utilities.

1.2.6.5 Breach, default, remedies, waivers, etc.

1.2.6.6 Termination.

1.2.6.7 Indemnity and insurance.

1.2.6.8 Condemnation.

1.2.6.9 Damage to or destruction of the Use Areas.

1.2.6.10 Licensor's access to Licensee's records.

1.2.6.11 Compliance with law.

1.2.6.12 Assignability.

1.2.6.13 Amendments, notice, funding, statutory cancellation and other miscellaneous issues.

1.2.7 Encroachment Permits. This Agreement constitutes an "encroachment permit" under Chapter 47 of the Scottsdale Revised Code to the extent of granting permission for the Communications Equipment to exist on the Street Parcel but not to allow any construction or other work of any description in the Right-of-way or to allow obstruction of traffic or alteration of Licensor's improvements. Before performing any work on the Right-of-way, Licensee shall obtain the following additional encroachment permits, as applicable:

1.2.7.1 Permission to Work in the Right-of-way.

1.2.7.2 Permission to Alter City Improvements.

1.2.7.3 Permission to Obstruct Traffic.

1.2.7.4 Any other applicable permits regarding work in the Right-of-way.

1.2.8 Compliance with Law. Licensee acknowledges that this Agreement does not constitute, and Licenser has not promised or offered, any type of waiver of, or agreement to waive (or show any type of forbearance, priority or favoritism to Licensee with regard to) any law, ordinance, power, regulation, tax, assessment or other legal requirement now or hereafter imposed by the city of Scottsdale or any other governmental body upon or affecting Licensee's use of the Street Parcel. For example, Licensee shall comply with all zoning, building and right-of-way codes, ordinances and policies.

2. Licenser's Initial Information. Unless and until Licenser gives notice otherwise, Licenser's contract administrator shall be KEITH NIEDERER.

1. Licensee's Initial Information. Unless and until Licensee gives notice otherwise:

3.1 Licensee's network operations center phone number as provided in paragraph 4.15 of the Standard Terms shall be (800) 638-2822.

3.2 Licensee's address for notices as provided in paragraph 17.8 of the Standard Terms shall be:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: AZL04814  
Fixed Asset No.: 14341433  
1025 Lenox Park Blvd., NE, 3<sup>rd</sup> Floor  
Atlanta, GA 30319

With a copy to:  
New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: AZL04814  
Fixed Asset No.: 14341433  
208 S. Akard Street  
Dallas, TX 75202-4206

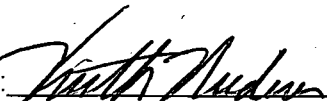
3.3 Licensee's billing address for routine billing invoices as provided in paragraph 17.9 of the Standard Terms shall be:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: AZL04814  
Fixed Asset No.: 14341433  
1025 Lenox Park Blvd., NE, 3<sup>rd</sup> Floor  
Atlanta, GA 30319

[SIGNATURES APPEAR ON THE NEXT PAGE]

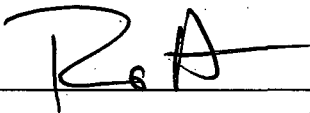
EXECUTED as of the date first given above.

**LICENSOR: CITY OF SCOTTSDALE,**  
an Arizona municipal corporation

By:  6-6-19  
KEITH NIEDERER,  
Wireless telecommunications License Administrator

**LICENSEE: NEW CINGULAR WIRELESS PCS, LLC,** a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By:   
Name: Robert Hofrichter  
Its: Area Manager

3/14/2019

## TABLE OF EXHIBITS FOR SITE LICENSE

<u>Exhibit</u>	<u>Paragraph</u>	<u>Description</u>
A	E	Boundary Plan
B	F	Site Plan
C	3.8.3 (Standard Terms)	Requirements for letter of credit
D	16.5 (Standard Terms)	Form of assumption

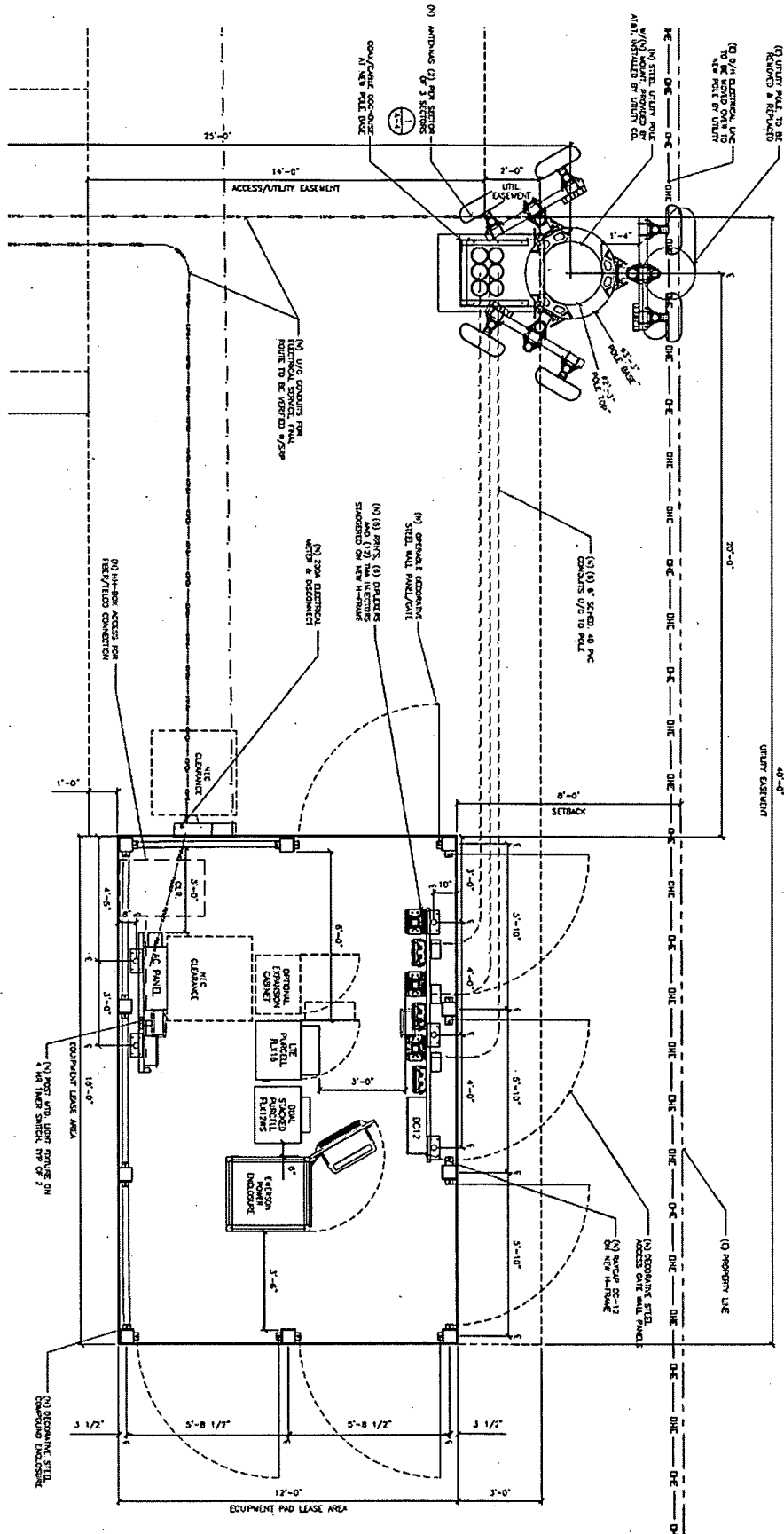
**EXHIBIT A**

**BOUNDARY PLAN**

Not Required per ARLA Rider.



## SITE PLAN



## **EXHIBIT C**

### **REQUIREMENTS FOR LETTER OF CREDIT**

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### **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, each 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, and irrevocable.

1.2 The Letter of Credit is payable to City upon presentation of the City's draft.

1.3 City may make partial draws upon the Letter of Credit.

1.4 The Letter of Credit is conditioned 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 one hundred twenty (120) 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.

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 Chief Financial Officer or designee, 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 Chief Financial Officer or designee, 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.

Schedule 1  
Exhibit "C"  
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## Form Of Letter Of Credit

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

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

Financial Services General Manager  
City of Scottsdale  
Suite 210  
7447 E. Indian School Road  
Scottsdale, AZ 85253

Dear Sir or Madam:

We hereby establish our clean, unconditional and irrevocable Letter of Credit in your favor at the request and for the account of \_\_\_\_\_ in the aggregate amount of \_\_\_\_\_ (\$ \_\_\_\_\_), available upon presentation of your draft in the form attached hereto as **Schedule 1**.

We will honor each draft presented to us in compliance with the terms of this Letter of Credit. Partial draws are permitted. Each draft must be accompanied by a copy of this Letter of Credit. Within ten (10) days after we honor your draft, you must make the original of this Letter of Credit available to us in Maricopa County, Arizona upon which we may endorse our payment. Drafts may be presented by any of the following means:

1. By telefax to (\_\_\_\_) \_\_\_\_-\_\_\_\_\_.
2. By email to \_\_\_\_\_.
3. By hand or overnight courier service delivery to:  
[This address must be in Maricopa County, Arizona.]

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

4. By hand or overnight courier service delivery to:  
[This address need not be in Maricopa County, Arizona]

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

This Letter of Credit is valid until \_\_\_\_\_, 20\_\_ and shall thereafter be automatically renewed for successive one (1) year periods, unless at least one hundred twenty (120) days prior to expiration we notify you in writing, by either registered or certified mail, that we elect not to renew the Letter of Credit for such additional period. In the event of such notification, any then unused portion of the Letter of Credit shall be available upon your presenting to us your draft on or before the then current expiration date.

This Letter of Credit is subject to the UCP600. This Letter of Credit is not assignable.

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

Schedule 1  
Exhibit "C"  
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**Form Of Draft On Letter Of Credit**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

From: Financial Services General Manager  
City of Scottsdale  
Suite 210  
7447 E. Indian School Road  
Scottsdale, Arizona 85253

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

Ladies and Gentlemen:

Pursuant to your Credit No. \_\_\_\_\_, the City of Scottsdale hereby demands cash payment in the amount of \_\_\_\_\_ (\$\_\_\_\_\_).

Please make your payment to the City of Scottsdale in the form of a wire deposit to:

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

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 Financial Services General Manager of the City of Scottsdale.

If there is any imperfection or defect in this draft or its presentation, please inform me immediately at 480-312-2427 so that I can correct it. Also, please immediately notify the City Attorney at 480-312-2405.

Thank you.

\_\_\_\_\_  
City of Scottsdale, Financial Services General Manager

Project name: \_\_\_\_\_

Plan check number: \_\_\_\_\_

Case number: \_\_\_\_\_

**ANTENNA SITE  
CONSTRUCTION BOND**

THIS ANTENNA SITE CONSTRUCTION BOND (the "Bond") is made  
\_\_\_\_\_ 20\_\_\_\_ by \_\_\_\_\_ a  
\_\_\_\_ ("Surety") in favor of the City of Scottsdale, an  
Arizona municipal corporation ("Obligee").

**RECITALS**

A. \_\_\_\_\_, a \_\_\_\_\_ ("Principal") has  
granted to Obligee a Antenna Site Right-of-way License Agreement (the "Antenna Agreement"),  
dated \_\_\_\_\_, 20\_\_\_\_ whereby Principal has agreed to perform certain  
construction and demolition work, construct certain improvements and render various other  
performances (collectively, the "Work"), as a condition to Obligee entering into the Antenna  
Agreement. The Work specifically includes the demolition, removal, restoration and other work  
required at the end of the Antenna Agreement.

B. The Antenna Agreement requires Principal to furnish this Bond in the amount of  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the "Bond Amount").

C. Obligee would not have entered into the Antenna Agreement or allowed the Work  
without this Bond.

NOW THEREFORE, in consideration of the following, and for the purpose of inducing  
Obligee to allow the Antenna Agreement and the Work, Surety hereby covenants to Obligee as  
follows:

1. Covenant to Construct. Surety hereby promises to Obligee that Surety will  
perform all of Principal's construction and demolition duties and obligations under the Antenna  
Agreement and irrevocably and unconditionally covenants to Obligee to timely perform the Work  
at Surety's expense if Principal does not timely so perform. If Principal does so timely perform,  
Surety shall have no obligation under this Bond. Surety's obligation shall be as full and binding  
upon Surety as if the Antenna Agreement had been executed by Surety in favor of Obligee.

2. Term of Bond. This Bond shall remain in full force and effect until one of the  
following has occurred:

2.1 The Work is properly completed and paid for at no expense to Obligee.

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2.2 Surety has paid to Obligee a cash payment in the amount of the lesser of the Bond Amount or an amount estimated by Obligee to be adequate to complete the Work.

2.3 Surety has expended cash equal to the Bond Amount to accomplish the Work.

3. Future Obligor Actions. Obligor may formally or informally alter, compromise, modify, accelerate, extend or change the time or manner for the performance of the Work or any other aspect of the Antenna Agreement upon such terms and at such times as Obligor deems best and without notice to Surety. None of such actions shall in any way affect, diminish, release or impair any of Surety's obligations hereunder or give Surety any recourse or defense against Obligor, regardless of any notice Obligor may or may not give to Surety.

4. Surety's Binding Covenant. Surety's obligations are subject to the following while the bond is in force and effect:

4.1 Surety shall keep itself fully informed about the Work and Principal's affairs. Surety waives any and all obligations of Obligor to communicate to Surety any information whatsoever regarding Principal or the progress of the Work.

4.2 Surety's obligations hereunder are joint and several with the obligations of Principal. Obligor may bring separate actions against Surety whether or not Obligor brings action against Principal or any other person, and whether or not Principal or any other person is joined in any actions.

4.3 Until the Work is completed, Surety shall have no right of subrogation and hereby waives, as between Obligor and Surety, any right to enforce any remedy that Obligor now has, or may hereafter have, against Principal, and waives, as between Obligor and Surety, any benefit of, and any right to participate in, any security now or hereafter held by Obligor.

4.4 Surety shall remain responsible to perform the Work until the Work is completed, notwithstanding any act, omission or circumstance that might otherwise operate as a legal or equitable discharge of Principal.

5. Waivers. Surety hereby waives and agrees not to assert or take advantage of any of the following:

5.1 Any right to require Obligor to proceed against or exhaust its recourse against Principal or any other person, or any security or collateral held by Obligor at any time, or to use any other remedy in its power before proceeding against Surety.

5.2 Any defense that may arise by reason of (i) the incapacity, lack of authority, death, bankruptcy, receivership, or disability of Principal or others; (ii) illegality or impossibility; (iii) Obligor's failure to file or enforce a claim against Principal, its successors or others, or their estates (either in administration, bankruptcy or any other proceeding); or (iv)

inability or failure to enforce in whole or in part any document mentioned in this Bond or in the Antenna Agreement.

5.3 Formal presentment of this Bond, demand for performance, indulgences, and other formalities of any kind whatsoever.

6. Surety's Warranties. Surety hereby warrants and represents to Obligee that:

6.1 Surety has an AM Best, Inc. rating of at least A-VI.

6.2 Surety satisfies Obligee's current standards and requirements to issue this Bond.

6.3 Surety is fully informed about the Work and all aspects of Principal's affairs that Surety deems relevant to Surety's obligations under this Agreement.

7. Miscellaneous. This Bond is subject to the following additional provisions:

7.1 Binding Effect of Bond. This Bond shall be binding on and inure to the benefit of Obligee and Surety and their successors and assigns. Surety shall give Obligee notice of any merger or assignment.

7.2 Amendments. This Bond may not be amended except by a formal writing executed by Obligee and Surety.

7.3 Limited Severability. In the event any term, condition, covenant, stipulation, agreement or other provision herein contained is held to be invalid or unenforceable for any reason, the invalidity of any such provision shall in no way affect any other provision herein contained. Further, this Bond shall be deemed automatically reformed to secure to Obligee the legal, equitable, practical and other benefits of the written provisions of this Bond to the very maximum extent permitted by law.

7.4 Time of Essence. Time is of the essence of each and every provision of this Bond.

7.5 Integration. This Bond constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement, understanding or negotiations or discussions regarding the subject matter hereof.

7.6 Construction. Whenever the context of this Bond requires, the singular shall include the plural, and the masculine shall include the feminine. The terms of this Bond were established in light of the plain meaning of this Bond and this Bond shall therefore be interpreted according to its plain meaning and without regard to rules of interpretation, if any, that might otherwise favor Surety.



7.7 Paragraph Headings. The paragraph headings contained herein are for convenience in reference and not intended to define or limit the scope of any provision of this Bond.

7.8 No Third Party Beneficiaries. No person or entity (including Principal) shall be a third party beneficiary to this Bond or shall have any right or cause of action hereunder. Obligees shall have no liability to third parties for any approval of plans, Surety's construction of improvements, Surety's negligence, Surety's failure to comply with the provisions of this Bond (including any absence or inadequacy of insurance required to be carried by Surety), or otherwise as a result of the existence of this Bond.

7.9 Attorneys' Fees. If Obligees bring any action or suit or proceeding to enforce compliance with this Bond or for failure to observe any of the covenants of this Bond or to vindicate or exercise any of Obligees' rights or remedies hereunder, Surety shall pay Obligees all costs of such action or suit and all expenses of such action or suit together with such sum as the court (and not a jury) may adjudge reasonable as attorneys' fees to be allowed in said suit, action or proceeding.

7.10 Choice of Law. This Bond shall be governed by the internal laws of the State of Arizona without regard to choice of law rules. Obligees have not waived its claims procedures as respects this Bond. Exclusive proper venue for any action regarding this Bond shall be Maricopa County.

7.11 Statutory Cancellation Right. In addition to its other rights hereunder, Obligees shall have the rights specified in A.R.S. § 38-511.

7.12 Signatures. This Bond is effective when signed by Surety.

7.13 Notices. Notices hereunder shall be given in writing personally served upon the other party or mailed by registered or certified mail, return receipt requested, postage prepaid addressed to:

If to Obligees: General Manager  
Planning and Development Services  
7447 East Indian School Road, Suite 105  
Scottsdale, AZ 85251

Copies to: City Attorney  
City of Scottsdale  
3939 North Drinkwater Boulevard  
Scottsdale, AZ 85251

If to Surety: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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or to such other street address within Maricopa County, Arizona as may be designated by the respective parties in writing from time to time. Service of notice by mail shall be deemed to be complete forty-eight (48) hours after the notice is deposited in the United States mail.

MADE AS OF the date first above stated.

SURETY: \_\_\_\_\_, a

By: \_\_\_\_\_  
Attorney-in-Fact

BOND OFFERED BY PRINCIPAL: \_\_\_\_\_, a

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

APPROVED AS TO FORM FOR CITY:

\_\_\_\_\_  
\_\_\_\_\_, General Manager,  
Planning and Development Services

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

**EXHIBIT D**  
**FORM OF ASSUMPTION**

**Assumption Of Antenna Site Right-Of-Way License Agreement**

Regarding \_\_\_\_\_

This assumption is made pursuant to paragraph 16.5 of that certain Antenna Site Right-of-way License Agreement (the "Agreement") between City of Scottsdale, an Arizona municipal corporation ("Licensor") and \_\_\_\_\_, a \_\_\_\_\_ ("Licensee") dated \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_, a \_\_\_\_\_ ("Assignee"), having acquired the rights of the original licensee 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 Licensor. The person signing this document on behalf of Assignee warrants to Licensor 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

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### **AT&T Rider for Antenna Site Right-of-way License Agreement**

1. When all of the following occur, this rider shall be part of the Antenna Site Right-of-way License Agreement (the "Agreement") dated June 6, 2019 for an antenna to be located at the northeast corner of Rio Verde Drive and 136<sup>th</sup> Street:

1.1 This rider is initialed below by Licensors and Licensee.

1.2 This rider is physically attached to the original Agreement.

1.3 The following words are written immediately above the signature lines of the Agreement and initialed by Licensors and Licensee:

The attached Rider for Antenna Site Right-of-way License Agreement is part of this Agreement.

2. Regarding the recital that introduces the Boundary Plan, if the Communications Equipment was previously installed in compliance with a form of agreement between Licensors and Licensee that did not require a Boundary Plan meeting the requirements of this Agreement, then:

2.1 The Boundary Plan shall be the official approved site plan for Licensee's facilities in the zoning files of the City of Scottsdale planning department.

2.2 No Exhibit "A" shall be attached to the Agreement.

3. Delete paragraph 8.6 relating to identification cards and vehicle identification.

4. At the end of paragraph 11.1.1 insert the following:

If Licensee is already providing Licensors commercial general liability coverage for this site in an amount not less than Twenty Million Dollars (\$20,000,000.00) pursuant to one or more additional Antenna Site Right-of-way License Agreements, then this paragraph does not require Licensee to provide an additional amount of commercial general liability insurance coverage.

5. At the end of paragraph 11.1.4 insert the following:

Such pollutant clean up and removal coverage may be by separate policy or self-insurance.

6. In paragraph 11.3.7.2, in the second sentence, change the first amount from One Hundred Million Dollars (\$100,000,000.00) to Five Hundred Million Dollars (\$500,000,000.00), and change the second amount from One Million Dollars (\$1,000,000.00) to Twenty Five Million Dollars (\$25,000,000.00).

7. At the end of paragraph 11.6 insert the following:

In lieu of providing copies of actual insurance policies, Licensee may elect instead to allow Licensors to inspect copies of the insurance policies at a location in Maricopa County, Arizona. If Licensors inspect the insurance policies, Licensors shall not reveal the policy limits, coverages or other terms of the insurance policies except in the course of administering or enforcing this Agreement or as required by a court or other applicable legal authority.

Licensee need not provide Licensors access to insurance policies when Licensee's net worth is more than Five Hundred Million Dollars (\$500,000,000.00).

LICENSOR

LICENSEE

Initials: KN Initials: RH

Date: 6-6, 2019 Date: 3-14, 2019



## INDIVIDUAL SITE LICENSE ADDENDUM

This Site License Addendum ("SLA") is provided by and between New Cingular Wireless PCS, LLC a Delaware limited liability company ("LICENSEE") to Salt River Project Agricultural Improvement and Power District, an Agricultural Improvement District organized and existing under the laws of the State of Arizona, ("SRP") pursuant to the Master Antenna Site License and Service Agreement, by and between SRP and LICENSEE dated April 6, 2012 (the "Agreement"). Capitalized terms used in this SLA shall have the same meaning as such terms in the Agreement unless otherwise indicated. This SLA is governed by the provisions of the Agreement, the provisions of which are specifically incorporated herein by this reference.

Pursuant to Section 2, License Grant of the Agreement, LICENSEE hereby requests that SRP begin construction of Antenna Support Facilities on the Antenna Site set forth below on the terms and conditions set forth below.

1. Antenna Site Name and Number: SRP Rio Verde Dr. - AZL04814
2. SRP Antenna Site Name and Number: 136<sup>th</sup> St. & Rio Verde Dr. - 500771
3. Antenna Site Address: R.O.W. - NEC 136<sup>th</sup> St. & Rio Verde Dr.
4. Antenna Site Legal Description: See Exhibit 1
5. Commencement Date: Upon Notice of Availability of Completed Site
6. Term: 5 years
7. SRP Contact for Emergencies: SRP Network Operations Center (602) 236-8000
8. LICENSEE Emergency Contact Information: 24x7 National Operations Center 1-800-832-6662
9. Renewal Options: Two 5-year renewal options
10. Ownership of underlying fee: SRP
11. Microwave Attachment: None
12. Special Provisions: None

13. Annual License Fee Schedule: \_\_\_\_\_

Agreed to and accepted as of the commencement date upon Notice of Availability.

Acknowledged By:

NEW CINGULAR WIRELESS PCS, LLC,  
BY: AT&T MOBILITY CORPORATION  
ITS: MANAGER

Signature: RA

Print Name: Robert Hofrichter

Title: Area Manager

Date: 3-14-2019

Salt River Project Agricultural  
Improvement and Power District

Signature: Greg Carek

Greg Carek  
Manager, Telecom Wireless

Date: 3/22/19

Reviewed By:

[Signature]





# City of Scottsdale Cash Transmittal

# 119875

**Received From :**

AT&T Mobility  
1355 W. University Dr.  
Mesa, AZ 85007  
602-618-3748

**Bill To :**

AT&T Mobility  
1355 W. University Dr.  
Mesa, AZ 85007  
602-618-3748

**Reference #** 2407-19

**Issued Date** 6/6/2019

**Address** 13608 E. RIO VERDE DR

**Paid Date** 6/6/2019

**Subdivision**

**Payment Type** CHECK

**Marketing Name**

**Lot Number**

**Cost Center**

**MCR**

**Metes/Bounds** No

**Jurisdiction**

**APN**

**Gross Lot Area** 0

**Water Zone**

**Owner Information**

**NAOS Lot Area** 0

**Water Type**

AT&T Mobility

**Net Lot Area** 0

**Sewer Type**

1355 W. University Dr.

**Number of Units** 1

**Meter Size**

Mesa, AZ 85007

**Density**

QS

602-618-3748

Code	Description	Additional	Qty	Amount	Account Number
3135	RIGHT-OF-WAY FEES	ARLA	1	\$941.66	100-21220-44209

SIGNED BY STEVE OLSON ON 6/6/2019

Total Amount

**\$941.66**

(When a credit card is used as payment I agree to pay the above total amount according to the Card Issuer Agreement.)

3" and larger water meter fees are based on cost recovery. The city will contact the owner of the construction permit if additional funds are due. Payment will be due within 30 days notification.

**TO HAVE WATER METER SET - CALL 480-312-5650 AND REFER TO TRANSMITTAL # 119875**