

COS case No. 56-DR-2018

Wireless company's name:

Verizon Wireless

Wireless company's internal site name:

Pho Preamble

ANTENNA SITE RIGHT-OF-WAY LICENSE AGREEMENT

THIS ANTENNA SITE RIGHT-OF-WAY LICENSE AGREEMENT (the "Agreement") is made and entered into this 10 day of December, 2019, by and between the City of Scottsdale, an Arizona municipal corporation ("Licensor"), and, a Verizon Wireless (VAW), LLC Dba Verizon Wireless, a Delaware Liability Corporation ("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 N. 90th Street. The Street Parcel is located approximately 52 feet North West of the center of the intersection of North 90th Street and East Helm St.

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 Private Space cubic feet.

H. The Street Parcel is currently improved with an approximately 72 foot tall [electrical] [light] [street light] [antenna support] pole (the "Pole").

I. The Pole is owned by Arizona Public Service (APS) ("Pole Owner") and is located on the Street Parcel pursuant to a Contract 2004-118-COS (the "Pole Right-of-way Agreement") between Pole Owner and Licensor dated January 11, 20⁰⁵ and recorded at document No. 2005 - 0148186 of the public records of Maricopa County, Arizona.

J. Licensee has entered into a certain APS Site option (the "Pole Antenna Agreement") with Pole Owner dated 2-17, 20¹⁹ whereby Licensee has obtained permission from Pole Owner to use the Pole in the manner described in this Agreement.

K. 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").

L. 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").

M. Licensor 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.

N. Licensor 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.

O. 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, Licensor and Licensee agree as follows:

I. LICENSE TERMS

1. License Terms. Licensor 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 Licensors 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 Licensors.
- 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 Licensors' 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 Licensors' 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 Licensor 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. Licensor's Initial Information. Unless and until Licensor gives notice otherwise, Licensor's contract administrator shall be KEITH NIEDERER.

3. 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) 264 - 6620 .

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

Verizon Wireless (VAW) Dba Verizon Wirele

180 Washington Valley Road

Bedminister, NJ 07921


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

Same as Above

EXECUTED as of the date first given above.

LICENSOR: CITY OF SCOTTSDALE,
an Arizona municipal corporation

By:



12-10-19

KEITH NIEDERER,

Wireless telecommunications License Administrator

LICENSEE: VERIZON WIRELESS (VW) LLC.

a _____

By: _____

Its: _____

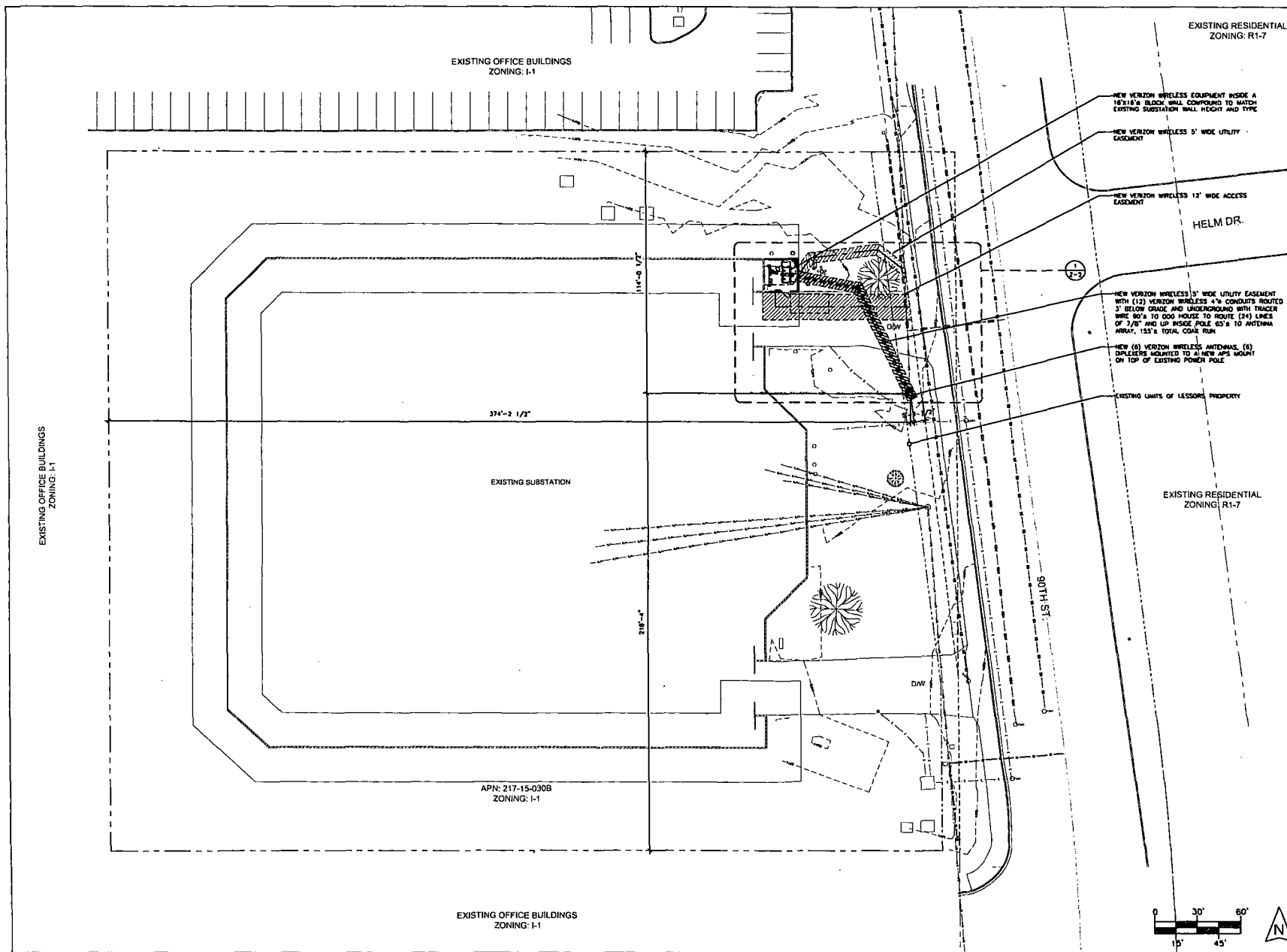
A large, stylized handwritten signature in black ink, written over the signature line and extending into the 'Its:' line.

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"

[See Attached]



CLIENT

verizon

125 W. GEMINI DRIVE
TEMPE, AZ 85283

INTERNAL REVIEW

CONSTRUCTION SIGNATURE | DATE

RF SIGNATURE | DATE

REAL ESTATE SIGNATURE | DATE

CONSULTANT

COAL CREEK CONSULTING

2166 E. UNIVERSITY DR., STE. 201
TEMPE, ARIZONA 85281
PHONE: (602) 429-0533 FAX: (480) 638-2852

ENGINEER OF RECORD

SEAL

NO.	DATE	DESCRIPTION	BY
2	02/19/19	REVISION 1	SPE
3	03/05/19	SUBMITTAL 1	SPE
4	03/12/19	SUBMITTAL 2	SPE
5	04/04/19	SUBMITTAL 3	SPE

PROJECT INFORMATION
JOB: 08-288-03

PHO PREAMBLE

14724 N. 80TH ST.
SCOTTSDALE, ARIZONA 85260

SHEET TITLE

OVERALL SITE PLAN

JURISDICTIONAL APPROVAL

SHEET NUMBER

Z-1

Exhibit "B"

[See Attached]



SITE NAME: PHO PREAMBLE
SITE ADDRESS: 14724 N. 90TH ST.
SCOTTSDALE, ARIZONA 85260
COUNTY: MARICOPA

SITE PHOTO



CODE COMPLIANCE:

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUCTED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

2015 INTERNATIONAL BUILDING CODE
2015 INTERNATIONAL MECHANICAL CODE
2014 NATIONAL ELECTRICAL CODE/NFPA-70

ACCESSIBILITY REQUIREMENTS:

THIS FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS REQUIREMENTS ARE NOT REQUIRED IN ACCORDANCE WITH THE CURRENT INTERNATIONAL BUILDING CODE.

PROJECT SUMMARY

JURISDICTION: CITY OF SCOTTSDALE
APN: 217-15-030B
ZONING: I-1
LAT: 33°37'13.16"N (NAVD83) 33.620322
LONG: 111°53'13.55"W (NAVD83) -111.887097
GROUND ELEV: 1473.3' (NAVD88)
LEASE AREA: 161 S.F.
TECH PARKING: (1) NEW, NON-EXCLUSIVE

PROJECT DESCRIPTION

THIS PROJECT CONSISTS OF THE FOLLOWING:
REMOVE (2) EXISTING SHRUBS
ADD (2) NEW SHRUBS TO MATCH EXISTING
ADD A 10' HIGH BLOCK WALL TO MATCH EXISTING
ADD (1) 4'X7' HOLLOW CORE METAL DOOR WITH LOCKABLE HASP
ADD A 200 AMP METER
ADD A 200 AMP DISCONNECT
ADD A NEMA 4 FIBER CABINET
ADD A INTEGRATED LOAD CENTER
ADD A 4'-0" X 10'-0" CONCRETE SLAB
ADD (2) EQUIPMENT CABINETS
ADD AN H-FRAME WITH (2) OVP'S AND (6) RRH'S (STACK AS NEEDED)
ADD (12) 4" UNDERGROUND CONDUITS 90'± TO A NEW DOG HOUSE
ADD (16) 7/8" COAX CABLES UNDERGROUND 155'± TO ANTENNAS
ADD A 40" SPACER
ADD AN APS ANTENNA MOUNT
ADD (6) ANTENNAS, (2) PER SECTOR
ADD (6) DIPLEXERS, (2) PER SECTOR.

NOTE:
PRIOR TO ANY CONSTRUCTION,
SCHEDULE A PRE-CONSTRUCTION
MEETING WITH INSPECTION SERVICES
BY CALLING (480) 312-5750

PROJECT TEAM

CLIENT:
VERIZON WIRELESS
126 W. GEMINI DR.
TEMPE, AZ 85283
CONTACT: MICHAEL HOFFMAN
PHONE: (919) 324-1343

PROPERTY OWNER:
ARIZONA PUBLIC SERVICE
P.O. BOX 53999, STA 9505
PHOENIX, ARIZONA 85072
CONTACT: BRIAN THOMPSON
PHONE: (602) 418-8971

SITE ACQ. CONSULTANT:
COAL CREEK CONSULTING
2168 E. UNIVERSITY DR., STE 201
TEMPE, ARIZONA 85281
CONTACT: JIM CACIOLA
PHONE: (602) 405-3550

A/E DESIGN:
COAL CREEK CONSULTING
2168 E. UNIVERSITY DR., STE 201
TEMPE, ARIZONA 85281
CONTACT: SHAWN EVANS
PHONE (602) 758-5829

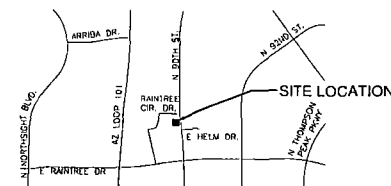
SURVEYOR:
AMBIT CONSULTING
412 E. SOUTHERN AVE.
TEMPE, ARIZONA 85282
CONTACT: MATTHEW FORD
PHONE (480) 659-4072

SHEET INDEX

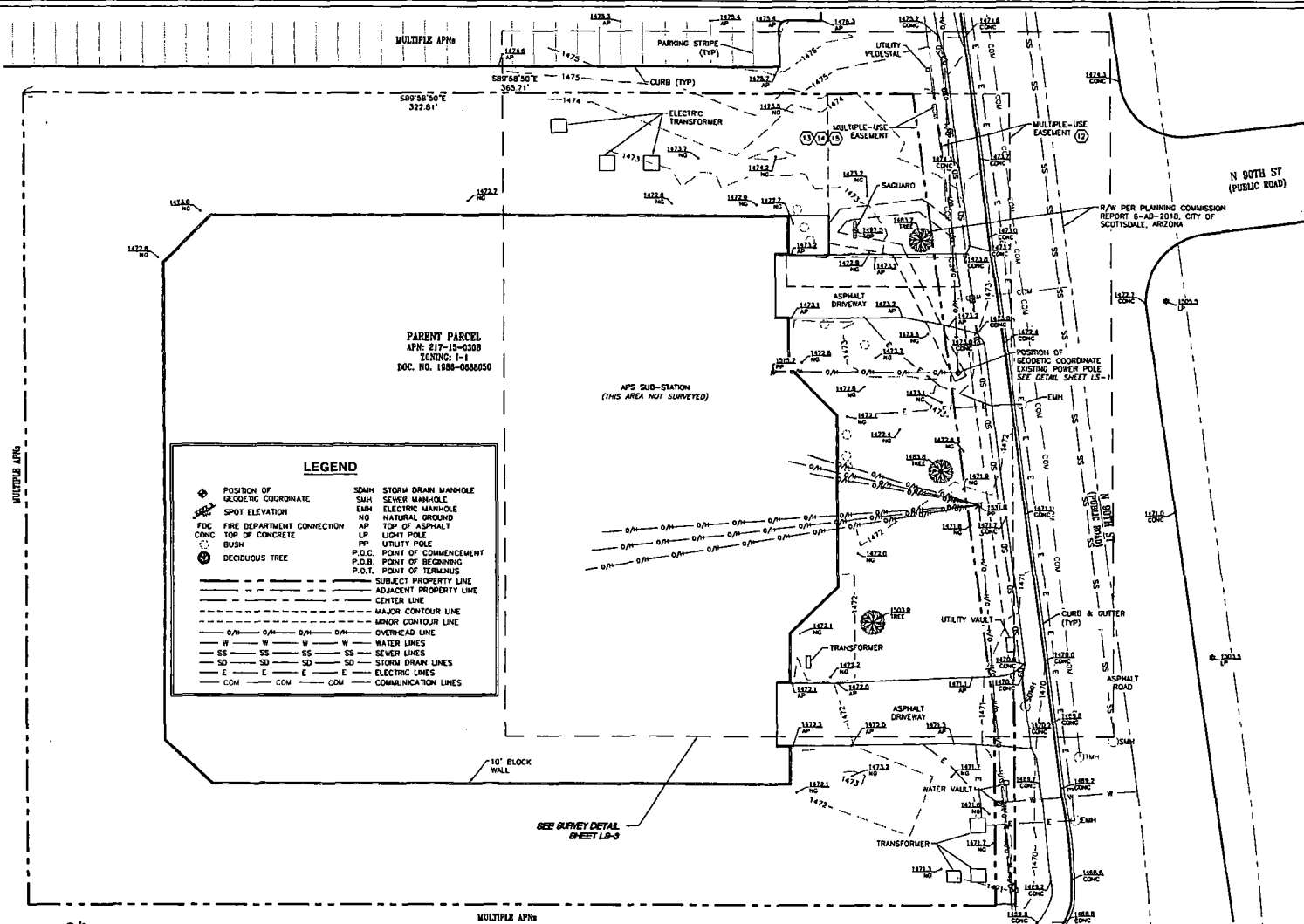
T-1 TITLE SHEET, VICINITY MAP & GENERAL INFO.
LS-1 OVERALL SITE
LS-2 SURVEY DETAIL
LS-3 SURVEY DETAIL

ZONING:
Z-1 OVERALL SITE PLAN
Z-2 SITE PLAN
Z-3 ENLARGED SITE/ DIMENSION PLAN AND DETAILS
Z-4 ELEVATION
Z-5 ELEVATION

VICINITY MAP



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
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verizon

126 WEST CEMINI DRIVE
TEMPE, ARIZONA 85283
PHONE: (480) 752-7238

PROJECT INFORMATION:

PHO PREAMBLE

14724 N 80TH ST
SCOTTSDALE, AZ 85280

MARICOPA COUNTY

ORIGINAL ISSUE DATE:

06/23/2018

REV. DATE DESCRIPTION BY

0	06/23/2018	PRELIMINARY	LO
1	06/28/2018	COMMENTS (A)	NS
2	07/03/18	LOCATE (C)	SB
3	10/24/18	REVISE RAW (C)	CK
4	02/27/19	UPDATE DESIGN (C)	MW

PROJECT COORDINATION:

COAL CREEK CONSULTING

2166 E. UNIVERSITY DRIVE, SUITE #201
TEMPE, AZ 85281
PH: (602) 328-0011
FAX: (602) 332-7407

SURVEY PREPARED BY:



ambit consulting

4101 E. SOUTHERN AVE.
TEMPE, ARIZONA 85282
PH: (480) 659-4072
www.ambitconsulting.com

DRAWN BY:

LO

LICENSER:

LO

CHK.:

NS

APV.:

SB

PRELIMINARY

SHEET TITLE:

SURVEY DETAIL

SHEET NUMBER:

LS-2

LEGEND

• POSITION OF GEODETIC COORDINATE	SDMH STORM DRAIN MANHOLE
• SPOT ELEVATION	SDH SEWER MANHOLE
• FIRE DEPARTMENT CONNECTION	EMH ELECTRIC MANHOLE
• CONC. TOP OF CONCRETE	NIS NATURAL GROUND
• BUSH	AS TOP OF ASPHALT
• DECIDUOUS TREE	LP LIGHT POLE
	PP UTILITY POLE
	P.O.C. POINT OF COMMENCEMENT
	P.O.B. POINT OF BEGINNING
	P.O.T. POINT OF TERMINUS
---	SUBJECT PROPERTY LINE
---	ADJACENT PROPERTY LINE
---	MAJOR CONTOUR LINE
---	MINOR CONTOUR LINE
---	OVERHEAD LINE
---	WATER LINES
---	SEWER LINES
---	STORM DRAIN LINES
---	ELECTRIC LINES
---	COMMUNICATION LINES

LEASE AREA LEGAL DESCRIPTION

A PORTION OF THE PROPERTY DESCRIBED IN THE ARIZONA PUBLIC SERVICE COMPANY RESULTS OF SURVEY FOR RAIN TREE SUBSTATION, RECORDED AS INSTRUMENT NO. 20180000734, RECORDED IN BOOK 1361, PAGE 4 ON 01/02/2018 IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, STATE OF ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SAID PROPERTY DESCRIBED IN THE ARIZONA PUBLIC SERVICE COMPANY RESULTS OF SURVEY FOR RAIN TREE SUBSTATION, FROM WHICH THE MONUMENTED INTERSECTION OF THE NORTH BOUNDARY LINE OF SAID PARCEL AND THE RIGHT OF WAY OF NORTH 90TH STREET, PER SAID MAP, BEARS SOUTH 89°58'50" EAST, 365.71 FEET; THENCE ALONG SAID NORTH LINE SOUTH 89°58'50" EAST, 322.81 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 00°4'35" EAST, 49.73 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 00°06'24" EAST, 18.12 FEET; THENCE SOUTH 89°53'36" WEST, 18.00 FEET; THENCE NORTH 00°06'24" WEST, 18.12 FEET; THENCE NORTH 89°53'36" EAST, 18.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 258 SQUARE FEET (0.1 ACRES), MORE OR LESS.

ACCESS EASEMENT LEGAL DESCRIPTION

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THENCE NORTH 89°53'36" EAST, 12.00 FEET; THENCE SOUTH 00°05'54" EAST, 0.79 FEET; THENCE NORTH 89°58'50" EAST, 56.04 FEET; THENCE SOUTH 07°02'53" EAST, 12.09 FEET; THENCE NORTH 89°59'30" WEST, 69.50 FEET; THENCE NORTH 00°05'54" WEST, 12.77 FEET TO THE POINT OF BEGINNING.

EXCEPTING ANY PORTION THEREFROM LYING WITHIN THE RIGHT OF WAY OF NORTH 90TH STREET.

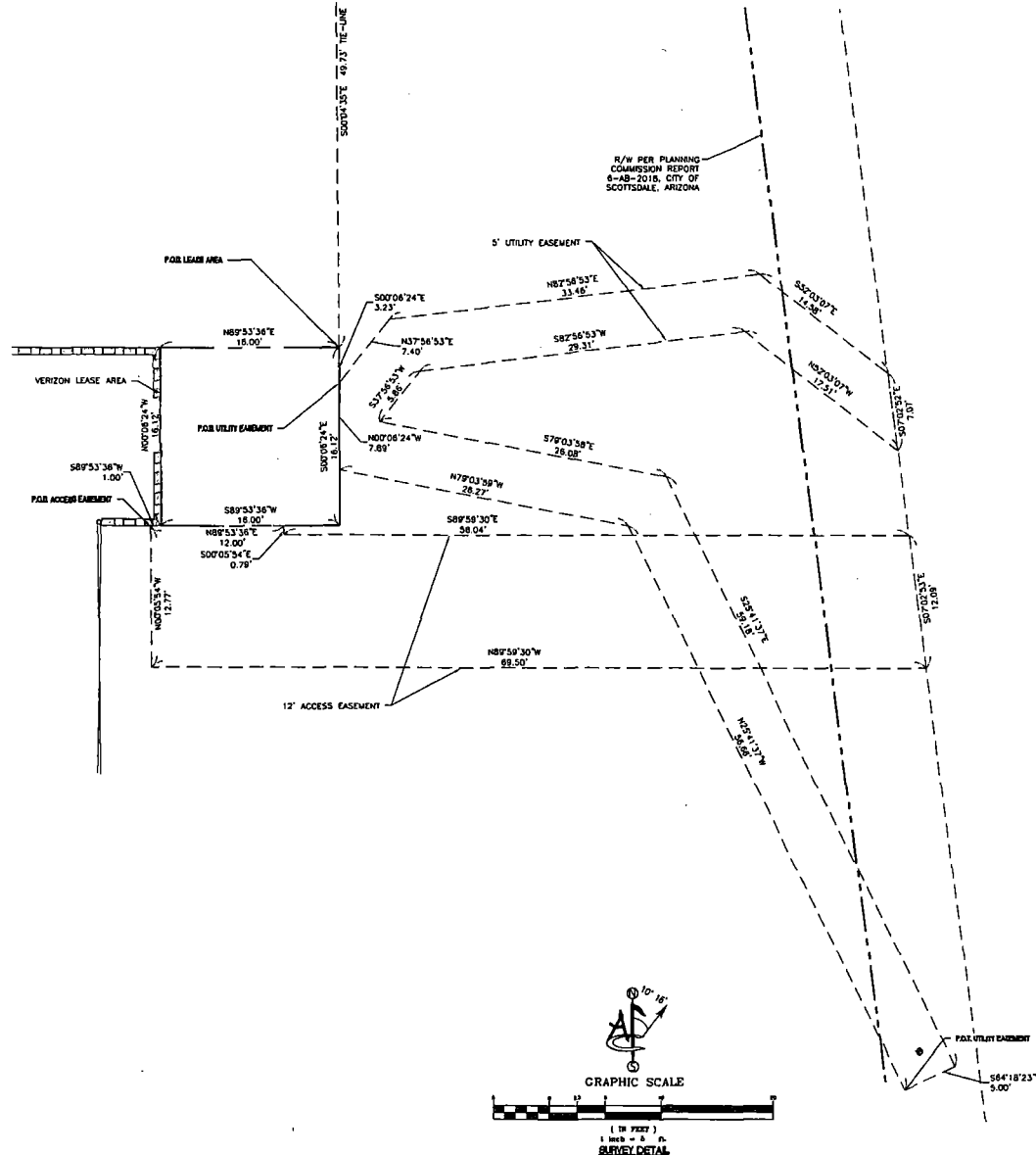
UTILITY EASEMENT LEGAL DESCRIPTION

A PORTION OF THE PROPERTY DESCRIBED IN THE ARIZONA PUBLIC SERVICE COMPANY RESULTS OF SURVEY FOR RAIN TREE SUBSTATION, RECORDED AS INSTRUMENT NO. 20180000734, RECORDED IN BOOK 1361, PAGE 4 ON 01/02/2018 IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, STATE OF ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SAID PROPERTY DESCRIBED IN THE ARIZONA PUBLIC SERVICE COMPANY RESULTS OF SURVEY FOR RAIN TREE SUBSTATION, FROM WHICH THE MONUMENTED INTERSECTION OF THE NORTH BOUNDARY LINE OF SAID PARCEL AND THE RIGHT OF WAY OF NORTH 90TH STREET, PER SAID MAP, BEARS SOUTH 89°58'50" EAST, 365.71 FEET; THENCE ALONG SAID NORTH LINE SOUTH 89°58'50" EAST, 322.81 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 00°4'35" EAST, 49.73 FEET; THENCE SOUTH 00°06'24" EAST, 3.23 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 37°56'33" EAST, 7.40 FEET; THENCE NORTH 82°56'33" EAST, 33.48 FEET; THENCE SOUTH 82°03'07" EAST, 14.58 FEET; THENCE SOUTH 07°02'52" EAST, 7.01 FEET; THENCE NORTH 57°03'07" WEST, 17.51 FEET; THENCE SOUTH 82°56'33" WEST, 29.31 FEET; THENCE SOUTH 37°56'33" WEST, 5.86 FEET; THENCE SOUTH 79°03'58" EAST, 26.08 FEET; THENCE SOUTH 29°41'33" EAST, 59.18 FEET; THENCE SOUTH 81°10'25" WEST, 5.00 FEET; THENCE NORTH 25°41'33" WEST, 56.88 FEET; THENCE NORTH 79°03'59" WEST, 25.27 FEET; THENCE NORTH 00°06'24" WEST, 7.89 FEET TO THE POINT OF BEGINNING.

EXCEPTING ANY PORTION THEREFROM LYING WITHIN THE RIGHT OF WAY OF NORTH 90TH STREET.



verizon

126 WEST GEMINI DRIVE
TEMPE, ARIZONA 85263
PHONE: (480) 752-7238

PROJECT INFORMATION:

PHO PREAMBLE

14724 N 90TH ST
SCOTTSDALE, AZ 85260

MARICOPA COUNTY

ORIGINAL ISSUE DATE:

06/23/2018

REV.: DATE: DESCRIPTION: BY:

0	06/23/2018	PRELIMINARY	LO
1	06/28/2018	COMMENTS (A)	NS
2	07/03/18	LOCATE (C)	SB
3	10/24/18	REVISE RW (C)	CK
4	02/27/18	UPDATE DESIGN (C)	NW

PROJECT COORDINATION:

COAL CREEK CONSULTING
2166 E. UNIVERSITY DRIVE, SUITE #201
TEMPE, AZ 85281
PH: (602) 326-0011
FAX: (602) 332-7407

SURVEY PREPARED BY:

ambit consulting
4101 SOUTHLAND AVE.
TEMPE, ARIZONA 85281
PH: (480) 658-4072
www.ambitconsulting.com

DRAWN BY: CHK.: APV.:

LO NS SB

LICENSER:

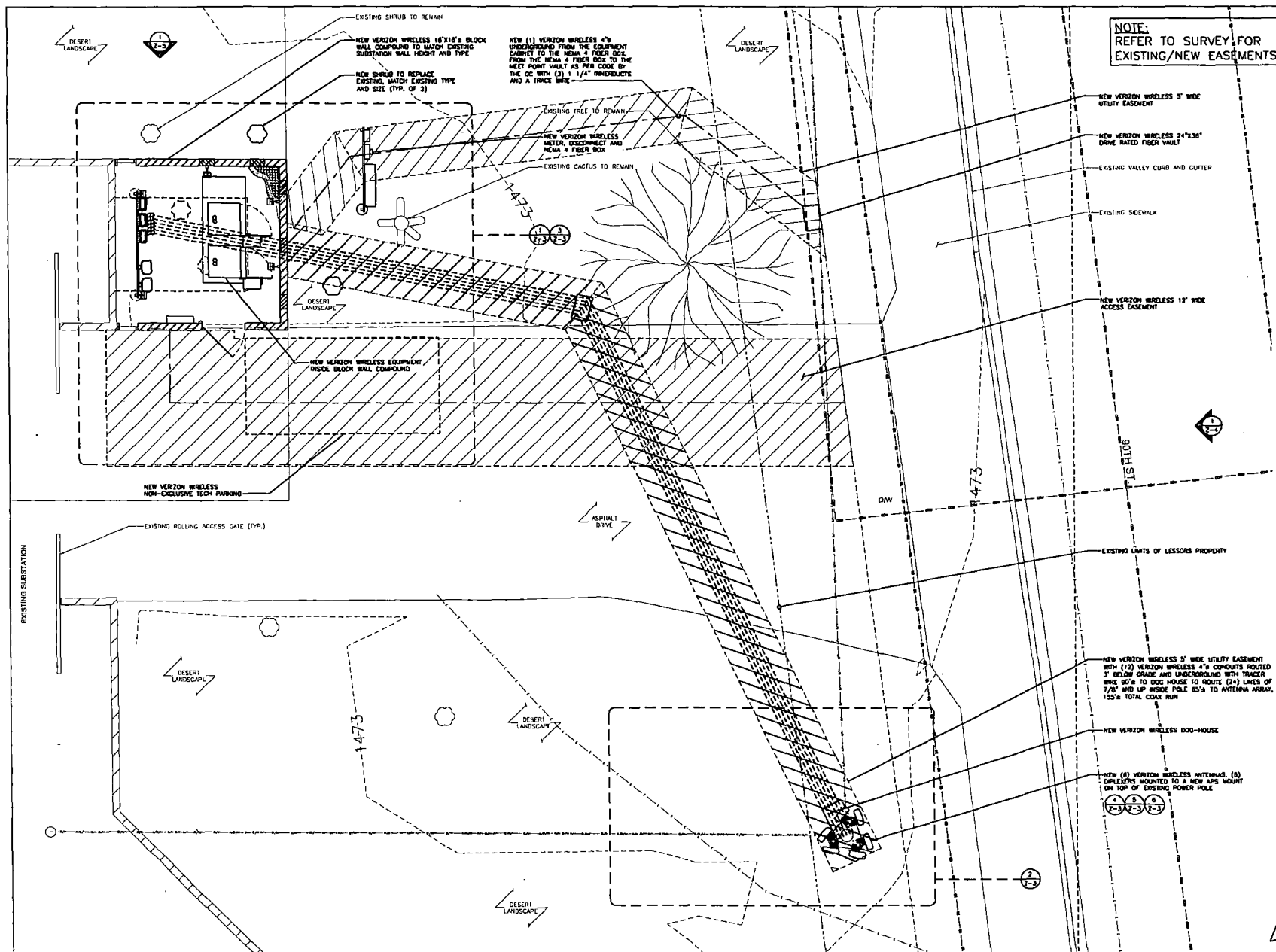
SHEET TITLE:

SHEET NUMBER:

PRELIMINARY

SURVEY DETAIL

LS-3



NOTE:
REFER TO SURVEY FOR
EXISTING/NEW EASEMENTS

CLIENT

verizon

126 W. CEMINI DRIVE
TEMPE, AZ 85283

INTERNAL REVIEW

CONSTRUCTION SIGNATURE | DATE

RF SIGNATURE | DATE

REAL ESTATE SIGNATURE | DATE

CONSULTANT

COAL CREEK CONSULTING

2166 E. UNIVERSITY DR., STE. 201
TEMPE, ARIZONA 85281

PHONE: (602) 479-0533 FAX: (480) 836-2852

ENGINEER OF RECORD

SEAL

NO.	DATE	DESCRIPTION	BY
2	02/19/19	REVISION 1	SPE
3	03/05/19	SUBMITTAL	SPE
4	03/12/19	SUBMITTAL 2	SPE
5	04/04/19	SUBMITTAL 3	SPE

PROJECT INFORMATION
JOB: 08-288-03

PHO PREAMBLE

14724 N. 80TH ST.
SCOTTSDALE, ARIZONA 85260

SHEET TITLE

SITE PLAN

JURISDICTIONAL APPROVAL

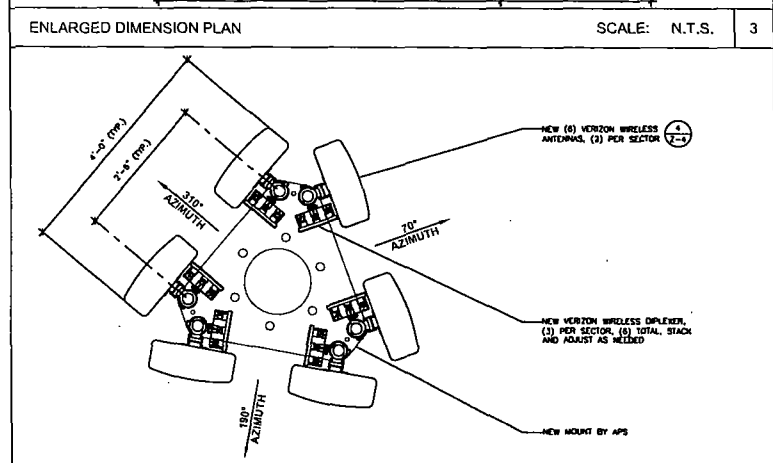
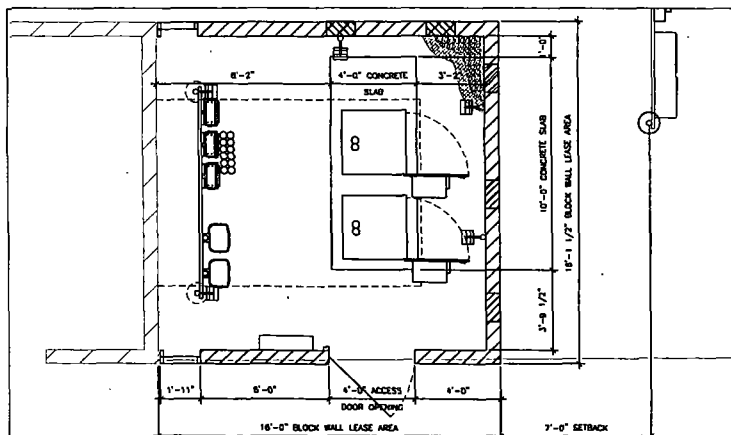
SHEET NUMBER

Z-2

SITE PLAN

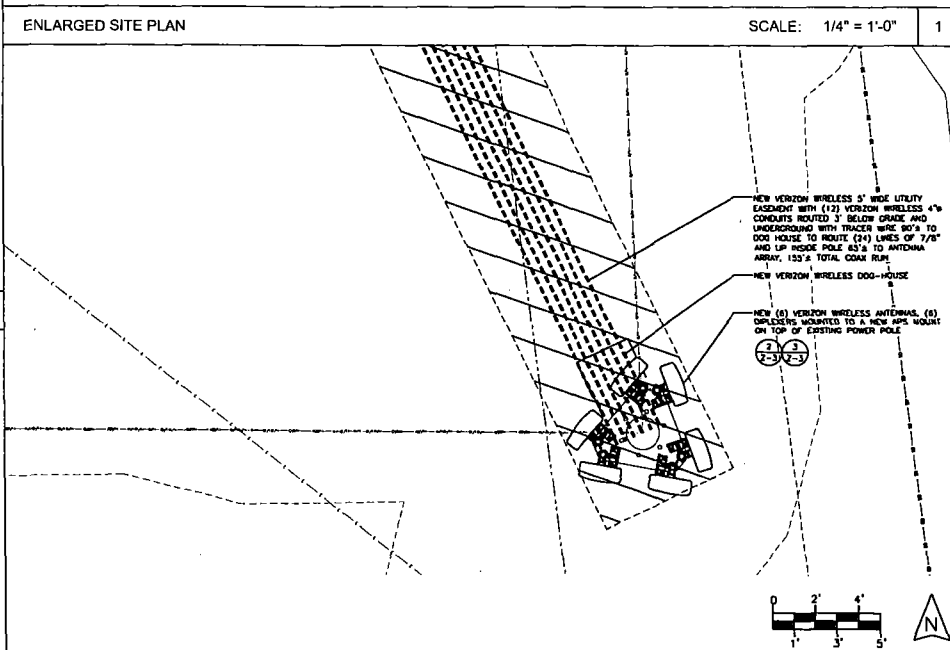
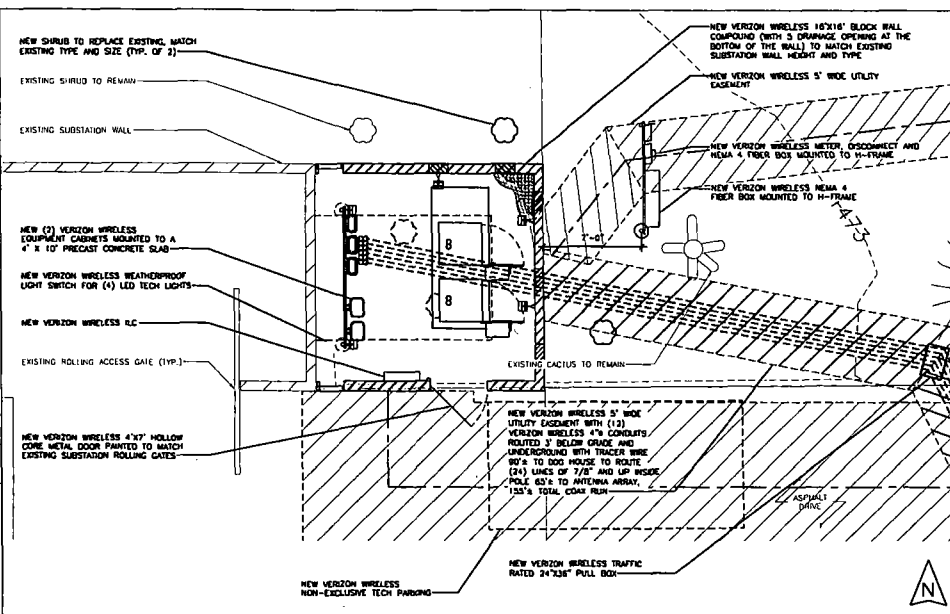
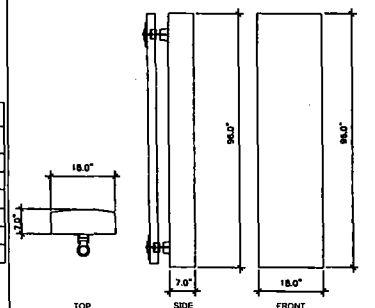
SCALE: 1/4" = 1'-0"


1

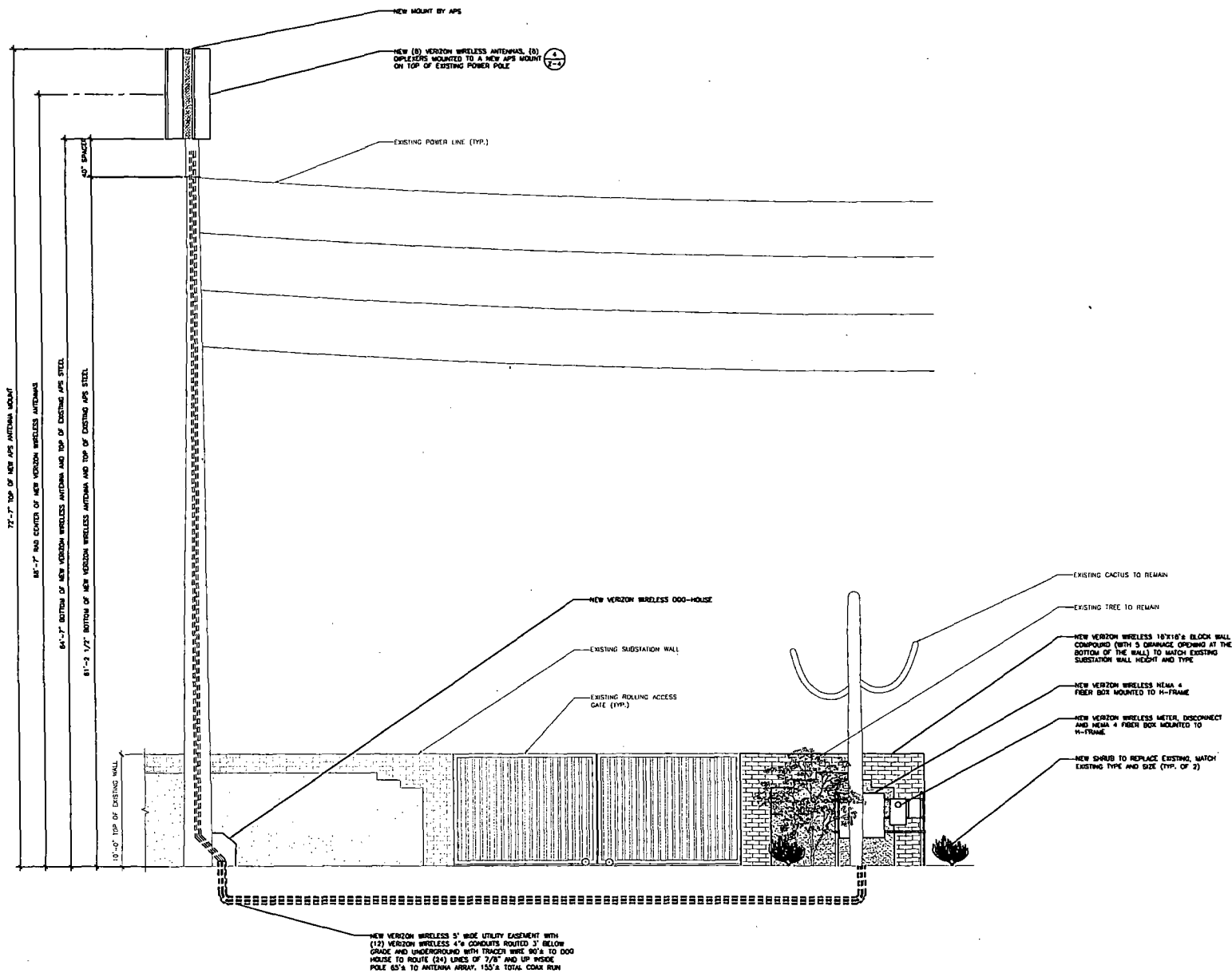


1

SECTOR	ANT. POSITION #	AZIMUTH	RTH QTY	RAD CENTER	CABLE TYPE	# OF LINES
ALPHA	1	70°	1	90±	7/8" COAX	4
ALPHA	2	70°	1	90±	7/8" COAX	4
BETA	1	190°	1	90±	7/8" COAX	4
BETA	2	190°	1	90±	7/8" COAX	4
GAMMA	1	310°	1	90±	7/8" COAX	4
GAMMA	2	310°	1	90±	7/8" COAX	4



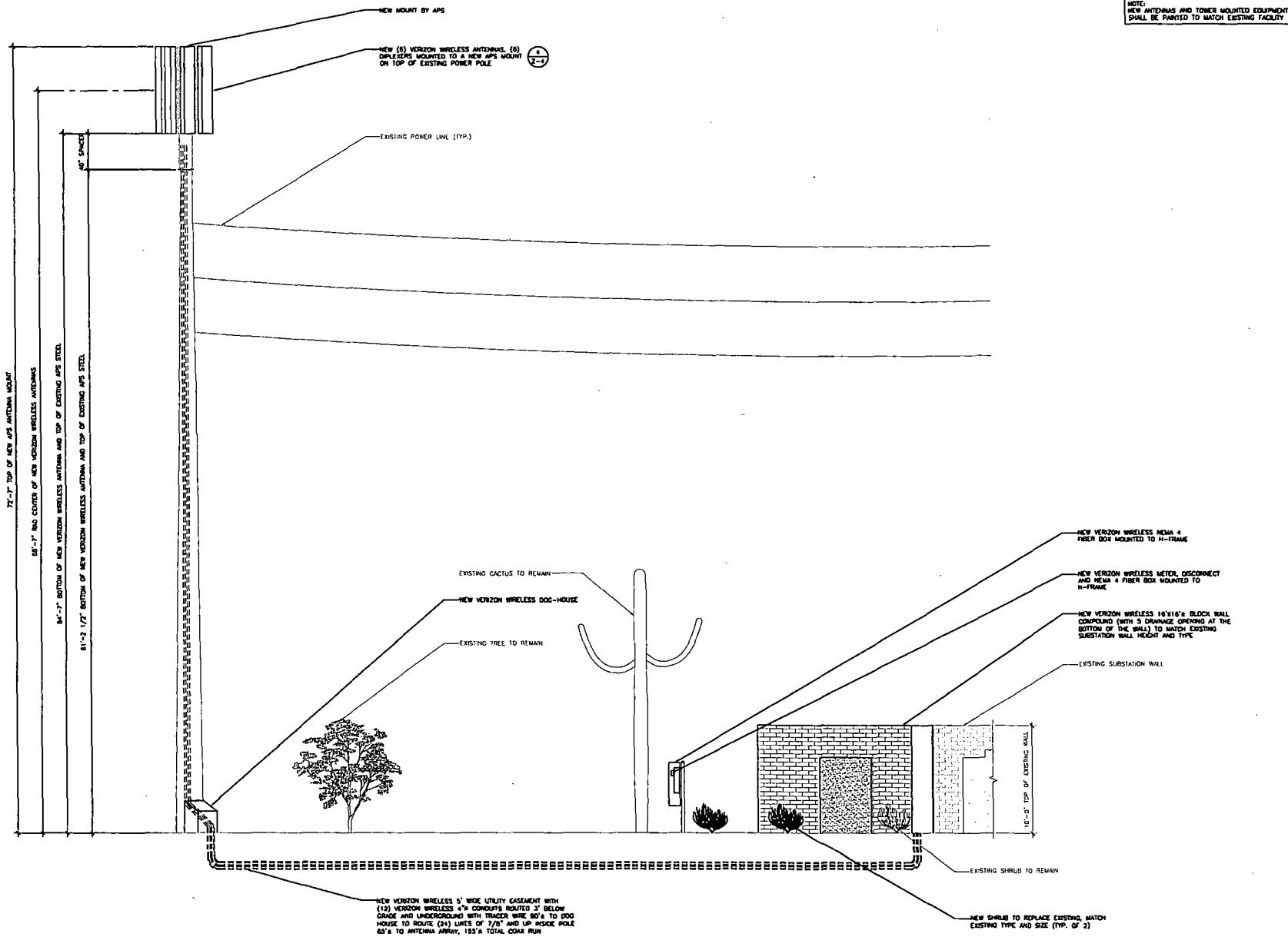
CLIENT _____			
verizon [✓]			
126 W. GEMINI DRIVE TEMPE, AZ 85263			
INTERNAL REVIEW _____			
CONSTRUCTION SIGNATURE _____		DATE _____	
RF SIGNATURE _____	DATE _____		
REAL ESTATE SIGNATURE _____		DATE _____	
CONSULTANT _____			
COAL CREEK  CONSULTING 2160 E. UNIVERSITY DR., STE. 201 TEMPE, ARIZONA 85281 PHONE: (602) 428-0533 FAX: (480) 838-7852			
ENGINEER OF RECORD _____			
SEAL _____			
NO.	DATE	DESCRIPTION	BY
2	02/19/19	REVISION 1	SPE
3	03/05/19	SUBMITTAL	SPE
4	03/12/19	SUBMITTAL 2	SPE
5	04/04/19	SUBMITTAL 3	SPE
PROJECT INFORMATION JOB: 06-265-03			
PHO PREAMBLE 14724 N. 90TH ST. SCOTTSDALE, ARIZONA 85260			
SHEET TITLE			
ENLARGED SITE/ DIMENSION PLAN AND DETAILS			
JURISDICTIONAL APPROVAL _____			
SHEET NUMBER			
Z-3			



NEW EAST ELEVATION

SCALE: 1/4" = 1'-0"

CLIENT			
verizon			
126 W. GEMINI DRIVE TEMPE, AZ 85283			
INTERNAL REVIEW			
CONSTRUCTION SIGNATURE	DATE		
RF SIGNATURE	DATE		
REAL ESTATE SIGNATURE	DATE		
CONSULTANT			
COAL CREEK CONSULTING			
2168 E. UNIVERSITY DR., STE 201 TEMPE, ARIZONA 85281			
PHONE: (602) 478-0533 FAX: (602) 838-2852			
ENGINEER OF RECORD			
SEAL			
NO.	DATE	DESCRIPTION	BY
2	02/19/19	REVISION 1	SPE
3	03/05/19	SUBMITTAL	SPE
4	03/12/19	SUBMITTAL 2	SPE
5	04/04/19	SUBMITTAL 3	SPE
PROJECT INFORMATION JOB: 08-288-03			
PHO PREAMBLE			
14724 N. 80TH ST. SCOTTSDALE, ARIZONA 85260			
SHEET TITLE			
ELEVATION			
JURISDICTIONAL APPROVAL			
SHEET NUMBER			
Z-4			



NOTE:
NEW ANTENNAS AND TOWER MOUNTED EQUIPMENT
SHALL BE PAINTED TO MATCH EXISTING FACILITY

CLIENT

verizon

126 W. GEMDA DRIVE
TEMPE, AZ 85263

INTERNAL REVIEW

CONSTRUCTION SIGNATURE [] DATE []

RF SIGNATURE [] DATE []

REAL ESTATE SIGNATURE [] DATE []

CONSULTANT

COAL CREEK CONSULTING

2168 E. UNIVERSITY DR., STE. 201
TEMPE, ARIZONA 85281

PHONE: (602) 429-0533 FAX: (480) 838-2832

ENGINEER OF RECORD

SEAL

NO.	DATE	DESCRIPTION	BY
2	02/18/19	REVISION 1	SPE
3	03/05/19	SUBMITTAL	SPE
4	03/12/19	SUBMITTAL 2	SPE
5	04/04/19	SUBMITTAL 3	SPE

PROJECT INFORMATION
JOB: 08-268-03

PHO PREAMBLE

14724 N. 80TH ST.
SCOTTSDALE, ARIZONA 85260

SHEET TITLE

ELEVATION

JURISDICTIONAL APPROVAL

SHEET NUMBER

Z-5

NEW NORTH ELEVATION

SCALE: 1/4" = 1'-0"

1

Exhibit C
Requirements for Letter of Credit

(See attached)

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.

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] _____

5852229v15

Schedule 1
Exhibit "C"
Page 2 of 3

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

Exhibit D
Form of Assumption

(See attached)

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 _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ of _____, a _____.

Notary Public

My Commission Expires:

Date

5852229v15

Schedule 1
Exhibit "E"
Page 1 of 1



City of Scottsdale Cash Transmittal

122050

Received From :

COAL CREEK LLC
2166 E UNIVERSITY DR STE 201
TEMPE, AZ 85281
602-326-0111

Bill To :

Verizon
126 W Gemini Drive
Tempe, AZ 85281
602-326-0111

Reference # 3276-19
Address 14724 N 90TH ST
Subdivision

Issued Date 12/10/2019
Paid Date 12/10/2019
Payment Type CHECK

Marketing Name
MCR
APN 217-15-030C

Lot Number
Metes/Bounds No
Gross Lot Area 0
NAOS Lot Area 0
Net Lot Area 0
Number of Units 1
Density

Cost Center
Jurisdiction SCOTTSDALE
Water Zone
Water Type
Sewer Type
Meter Size
QS 34-49

Owner Information

Verizon
126 W Gemini Drive
Tempe, AZ 85281
602-326-0111

Code	Description	Additional	Qty	Amount	Account Number
3135	RIGHT-OF-WAY FEES	ARLA	1	\$2,343.25	100-21220-44209

SIGNED BY DECLAN MURPHY ON 12/10/2019

Total Amount

\$2,343.25

(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 # 122050