

**207 Waiver**

**Title**

**Legal Description**

**Policy or Appeals**

**Correspondence Between Legal & Staff**

**Letter of Authorization**



# Affidavit of Authority to Act as the Property Owner

1. This affidavit concerns the following parcel of land:

- a. Street Address: 9701 E. Bell Road
- b. County Tax Assessor's Parcel Number: 217-14-989
- c. General Location: Collocated light pole at the baseball field at Notre Dame High School
- d. Parcel Size: 41.18 Acres
- e. Legal Description: A portion of Section 5, Township 3 North, Range 5 East

(If the land is a platted lot, then write the lot number, subdivision name, and the plat's recording number and date. Otherwise, write "see attached legal description" and attach a legal description.)

- 2. I am the owner of the land or I am the duly and lawfully appointed agent of the owner of the land and have authority from the owner to sign this affidavit on the owner's behalf. If the land has more than one owner, then I am the agent for all of the owners, and the word "owner" in this affidavit refers to all of them.
- 3. I have authority from the owner to act for the owner before the City of Scottsdale with regard to any and all reviews, zoning map amendments, general plan amendments, development variances, abandonments, plats, lot splits, lot ties, use permits, building permits and other land use regulatory or related matters of every description involving the land, or involving adjacent or nearby lands in which the owner has (or may acquire) an interest, and all applications, dedications, payments, assurances, decisions, agreements, legal documents, commitments, waivers and other matters relating to any of them.
- 4. The City of Scottsdale is authorized to rely on my authority as described in this affidavit until three work days after the day the owner delivers to the Director of the Scottsdale Planning & Development Services Department a written statement revoking my authority.
- 5. I will immediately deliver to the Director of the City of Scottsdale Planning & Development Services Department written notice of any change in the ownership of the land or in my authority to act for the owner.
- 6. If more than one person signs this affidavit, each of them, acting alone, shall have the authority described in this affidavit, and each of them warrant to the City of Scottsdale the authority of the others.
- 7. Under penalty of perjury, I warrant and represent to the City of Scottsdale that this affidavit is true and complete. I understand that any error or incomplete information in this affidavit or any applications may invalidate approvals or other actions taken by the City of Scottsdale, may otherwise delay or prevent development of the land, and may expose me and the owner to other liability. I understand that people who have not signed this form may be prohibited from speaking for the owner at public meetings or in other city processes.

Name (printed)	Date	Signature
<u>James M. Gmelich</u>	<u>8.25</u> , 20 <u>16</u>	<u>[Signature]</u>
<u>John P. Miniari</u>	<u>8-25</u> , 20 <u>16</u>	<u>[Signature]</u>
_____	_____, 20__	_____
_____	_____, 20__	_____

### Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • Phone: 480-312-7000 • Fax: 480-312-7088

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Recording Requested by  
and Return to:  
Old Republic Residential Information Services  
530 S. Main Street, Suite 1031  
Akron, Ohio 44311  
Attention: \_\_\_\_\_

**MEMORANDUM OF MASTER PREPAID LEASE  
AND MANAGEMENT AGREEMENT**

**THIS MEMORANDUM OF MASTER PREPAID LEASE AND MANAGEMENT AGREEMENT** (this "Memorandum") is made this 10 day of December, 2013, by and between **T-MOBILE WEST TOWER LLC**, a Delaware limited liability company ("T-Mobile Lessor"), having a mailing address of 12920 S.E. 38th Street, Bellevue, Washington 98006, and **CCTMO LLC**, a Delaware limited liability company ("Crown"), having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

1. Thomas J. Olmsted, Bishop of the Roman Catholic Church of the Diocese of Phoenix, a corporation sole, and VoiceStream PCS III Corporation ("Original T-Mobile Tenant") entered into that certain Option and Lease Agreement dated March 16, 2004, for certain real property as described on Exhibit A attached hereto and incorporated herein by reference (the "Land").

2. T-Mobile Lessor and Crown are parties to (a) a Master Prepaid Lease (the "MPL") and (b) a Management Agreement (the "MA"), each with an effective date of November 30, 2012, pursuant to which T-Mobile Lessor (as successor to Original T-Mobile Tenant) has granted to Crown and Crown has accepted, either (y) a leasehold or sub-leasehold interest in the Land, together with the telecommunications tower located thereon, and such other improvements as more fully set forth in the MPL or the MA, as applicable (collectively, the "Site"), or (z) an exclusive right to operate, manage and administer the Site, in either case, subject to the terms, conditions and reservations in the MPL or the MA, as applicable.

3. The MPL and the MA each have a term that commenced on November 30, 2012 and shall terminate or expire, with respect to the Site, on the Site Expiration Date or Technical Closing Date, as applicable, and as determined in accordance with the MPL and the MA, but in no event later than December 31, 2049.

4. Crown has an option to purchase T-Mobile Lessor's right, title and interest in the Site in accordance with Section 20 of the MPL.

5. Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the MPL. The MPL and the MA and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions of the MPL or the MA or of any amendments thereto. The parties agree that the terms and conditions of the MPL and the MA, as applicable, shall govern the relationship of the parties under this Memorandum and the MPL and the MA are each incorporated herein by reference. In the event of a conflict or inconsistency between the terms of the MPL or the MA and this Memorandum, the applicable terms of the MPL and the MA shall govern and control.

6. This Memorandum shall not be amended, supplemented or modified in any respect, except pursuant to written agreement duly executed by the parties; provided, however, if the term of both the MPL and MA shall terminate or expire with respect to the Site, the parties shall execute and file a revocation of or amendment to this Memorandum to evidence such termination or expiration. If either party fails to timely execute a revocation of or amendment to this Memorandum promptly after the expiration or termination of both the MPL and MA, then the other party shall have the right to execute such revocation or amendment as attorney in fact for such failing party.

7. T-Mobile Lessor granted to Crown a Power of Attorney dated November 30, 2012 related to the leasing, management and operation of the Site, which Power of Attorney was recorded as Instrument Number 20130565744 in the aforesaid recording office.

*[Remainder of page intentionally left blank. Signature and acknowledgments to follow.]*

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

T-MOBILE LESSOR:

**T-MOBILE WEST TOWER LLC,**  
a Delaware limited liability company

By: **CCTMO LLC,**  
a Delaware limited liability company  
Its: Attorney in Fact


By:   
Name: **Helen Smith**  
Its: **Real Estate Transaction Manager**

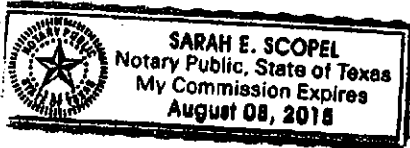
STATE OF Texas )  
COUNTY OF Harris )SS

On this the 10 day of December, 2013, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Helen Smith, the RET mgr. of CCTMO LLC, a Delaware limited liability company, as Attorney in Fact for T-MOBILE WEST TOWER LLC, a Delaware limited liability company, known or identified to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that he/she is authorized on behalf of said limited liability company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said entity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last written.

Notary's Official Seal:

  
(Signature of Notary)  
My commission expires: 8-8-15



**CROWN:**

**CCTMO LLC,**  
a Delaware limited liability company

By: *[Signature]*  
Name: Helen Smith  
Its: Real Estate Transaction Manager

STATE OF Texas )  
 )SS  
COUNTY OF Tarrant )

On this the 10 day of December, 2013, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Helen Smith, the RET mgr. of **CCTMO LLC**, a Delaware limited liability company, known or identified to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that he/she is authorized on behalf of said limited liability company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said entity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last written.

Notary's Official Seal:

*[Signature]*  
(Signature of Notary)  
My commission expires: 8.8.15



**EXHIBIT "A"**

An approximately 300 square foot portion of the following described real property, together with easements for ingress, egress and utilities thereto:

SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA:

LOTS 27 AND 28, SECTION 5, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS AND EXCEPT ALL URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA.

TAX ID NO: 217-14-027

ADDRESS: 9701 E. Bell Road, Scottsdale, AZ 85260

More particularly described as:

LEASE AREA LEGAL DESCRIPTION

ALL THAT PORTION OF LOTS 27 AND 28, SECTION 5, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT FOUND BRASS CAP BEING THE NORTHWEST CORNER OF SAID SECTION 5; THENCE SOUTH 89 DEGREES 57 MINUTES 02 SECONDS EAST, A DISTANCE OF 2309.22 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 58 SECONDS WEST, A DISTANCE OF 2026.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 33 DEGREES 38 MINUTES 22 SECONDS EAST, A DISTANCE OF 16.00 FEET; THENCE SOUTH 56 DEGREES 21 MINUTES 38 SECONDS WEST, A DISTANCE OF 26.00 FEET; THENCE NORTH 33 DEGREES 38 MINUTES 22 SECONDS WEST, A DISTANCE OF 16.00 FEET; THENCE SOUTH 56 DEGREES 21 MINUTES 38 SECONDS WEST, A DISTANCE OF 26.00 FEET TO THE POINT OF BEGINNING.

RESERVING NONEXCLUSIVE RIGHT OF USE ACROSS LESSORS PROPERTY FOR NECESSARY APPURTENANCES TO CONSTRUCT, OPERATE, AND MAINTAIN A RADIO COMMUNICATION FACILITY FOR ITEMS SUCH AS, BUT NOT LIMITED TO INGRESS, EGRESS, PARKING, VEHICULAR MANEUVERING, EQUIPMENT, AND UTILITIES.