

CITY COUNCIL REPORT



Meeting Date: April 28, 2026

General Plan Element: *Public Services and Facilities*

General Plan Goal: *Provide reliable power and communication services that match the character of Scottsdale*

ACTION

Authorize a Wireless License Agreement with Cellco Partnership. Adopt Resolution No. 13581 authorizing Contract No. 2026-016-COS a Wireless Communications Antenna Site Revocable License Agreement between the City and Cellco Partnership, a Delaware General Partnership, dba Verizon Wireless for Wireless Telecommunication Facilities on land the City owns or has an interest in, located at 9191 E. San Salvador Drive, Scottsdale, Arizona.

BACKGROUND

The purpose of this action is to adopt Resolution No. 13581 authorizing Contract No. 2026-016-COS a Wireless Communications Antenna Site Revocable License Agreement between the City and Cellco Partnership, a Delaware General Partnership, dba Verizon Wireless for Wireless Telecommunication Facilities on land the City owns or has an interest in, located at 9191 E. San Salvador Drive, Scottsdale, Arizona. This will allow Cellco to continue to provide greater capacity in the area for existing and future customers and will enhance 911 emergency services.

The installation of wireless equipment was approved in contracts 2013-046-COS and 2013-046-COS-A1. License Agreement 2026-016-COS will replace the existing contracts.

The new license use fee to be paid to the city is \$33,849.24 per year, with semi-annual payments and annual fee escalations of 3% beginning July 1, 2027. The term of the license is for a period of ten (10) years with up to two (2) additional terms of five (5) years each. The city will have a right to terminate this license with 180-day notice. The Standard Terms of the license have been approved by Legal.

ANALYSIS & ASSESSMENT

Recent Staff Action

Staff negotiated license terms for the wireless facility based on similar agreements for other wireless sites. Continued operation of the antenna will not impact access or operation of the North Corp Yard.

Significant Issues to be Addressed

This is an existing site. Cellco will coordinate all maintenance and upgrade work with the City's North Corp Yard – Facilities Management at 480-312-5999.

RESOURCE IMPACTS

Available funding

Cellco is responsible for all costs associated with its use and access of the site, including any damage to any city improvements. No City funding is required as a result of this action.

Staffing, Workload Impact

All costs to maintain the antenna and equipment are assumed by Cellco. The new license agreement will be administered by existing city staff within Real Estate.

Maintenance Requirements

No significant maintenance requirements will result from this action.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

Adopt Resolution No. 13581 approving Contract No. 2026-016-COS with Cellco for the continued operation and maintenance of this wireless site.

Proposed Next Steps

If Council adopts Resolution No. 13581, Cellco will be allowed to continue to operate and maintain the existing/future improvements.

RESPONSIBLE DEPARTMENTS

Transportation & Infrastructure/Real Estate

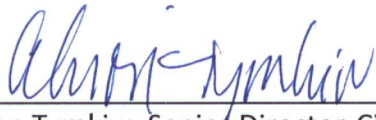
Planning and Development, Telecom Coordinator

STAFF CONTACTS

Alicia H. Gallardo, Real Estate Management Specialist, (480) 312-7692, agallardo@scottsdaleaz.gov

Keith Niederer, Telecom Policy Coordinator, (480) 312-2953, kniederer@scottsdaleaz.gov

APPROVED BY



Alison Tymkiw, Senior Director-City Engineer
Transportation and Infrastructure
(480) 312-7760, ATymkiw@scottsdaleaz.gov

4/9/24
Date

ATTACHMENTS

1. Resolution No. 13581
2. Location Map
3. Contract No. 2026-016-COS

RESOLUTION NO. 13581

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING CONTRACT NO. 2026-016-COS, A WIRELESS COMMUNICATIONS ANTENNA SITE REVOCABLE LICENSE AGREEMENT BETWEEN THE CITY AND CELLCO PARTNERSHIP, A DELAWARE GENERAL PARTNERSHIP, DBA VERIZON WIRELESS FOR WIRELESS TELECOMMUNICATION FACILITIES ON LAND THE CITY OWNS OR HAS AN INTEREST IN LOCATED AT 9191 E. SAN SALVADOR DRIVE, SCOTTSDALE, ARIZONA.

WHEREAS, the City of Scottsdale ("City") owns or has an interest in certain real property located at 9191 E. San Salvador Drive, Scottsdale, Arizona; and

WHEREAS, Cellco Partnership, a Delaware general partnership, doing business as Verizon Wireless, ("Verizon") desires to enter into an agreement with City for use of certain portions of land at 9191 E. San Salvador Drive, Scottsdale, Arizona for the operation of wireless telecommunication facilities; and

WHEREAS, City desires to allow Verizon to use the above-described property for that purpose, according to the terms and conditions outlined in Contract No. 2026-016-COS.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, Arizona, as follows:

Section 1. The Mayor is hereby authorized and directed to execute, on behalf of the City, Contract No. 2026-016-COS, a Wireless Communications Antenna Site Revocable License Agreement with Cellco Partnership, a Delaware general partnership,, dba Verizon Wireless, for wireless telecommunications facilities on certain portions of land the City owns or has an interest in located at 9191 E. San Salvador Drive, Scottsdale, Arizona.

Section 2. The City Manager or designee is hereby authorized to execute all other documents necessary to further the purpose of this resolution and Revocable License Agreement.

PASSED AND ADOPTED by the Council of the City of Scottsdale this ____ day of _____ 2026.

CITY OF SCOTTSDALE, an Arizona
municipal corporation

ATTEST:

Lisa Borowsky, Mayor

Ben Lane, City Clerk

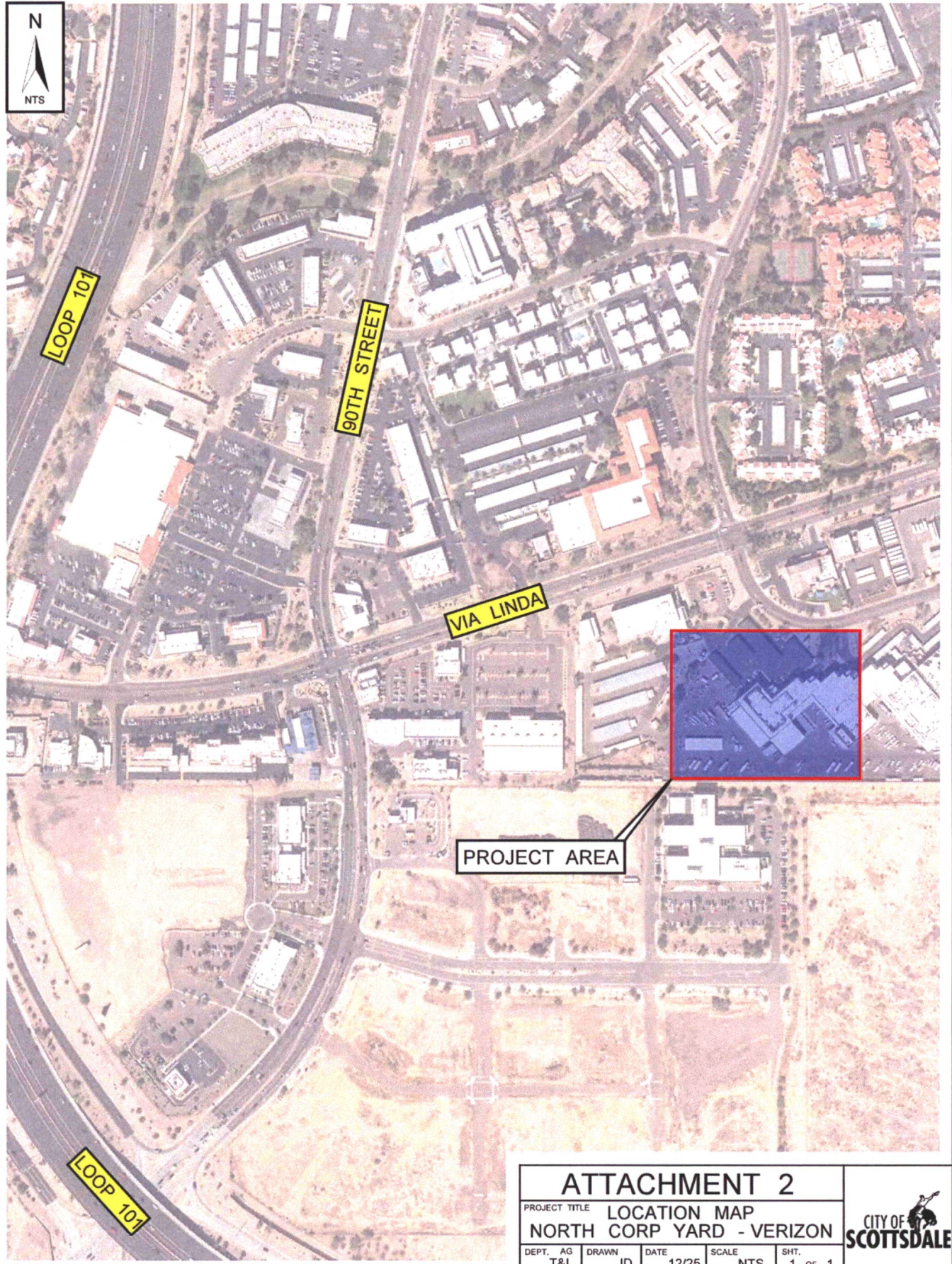
APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

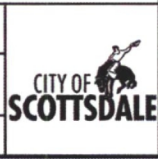


Luis E. Santaella, City Attorney

By: Joe Padilla, Deputy City Attorney



ATTACHMENT 2					
PROJECT TITLE LOCATION MAP					
NORTH CORP YARD - VERIZON					
DEPT.	AG	DRAWN	DATE	SCALE	SHT.
T&I		JD	12/25	NTS	1 OF 1



**WIRELESS COMMUNICATIONS ANTENNA SITE
REVOCABLE LICENSE AGREEMENT**

THIS WIRELESS COMMUNICATIONS ANTENNA SITE REVOCABLE LICENSE AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 2026, ("Effective Date") by the City of Scottsdale, an Arizona municipal corporation ("Licensor"), and Celco Partnership, a Delaware general partnership, dba Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("Licensee").

RECITALS

(Licensee Site Name – PHO 92nd Street & Via Linda) @ 9191 E. San Salvador, Scottsdale AZ, 85258 aka North Corp. Yard, APN 217-36-019X

City Contract Administrator: Maria Muiser **Telephone:** 480-312-7853
Real Estate Asset Manager **E-Mail:** realestate@scottsdaleaz.gov

LICENSEE:

Entity Name: Celco Partnership, a Delaware general partnership, dba Verizon Wireless **Principal Contact:** _____
Street Address: One Verizon Way, Mail Stop 4AW100 **Phone:** 800-621-2622
City, State Zip Basking Ridge, NJ 07920 **E-Mail:** N/A
MDG 5000375463
Local Contact: _____

A. Licensor owns or holds an interest in the following parcels of land (collectively, "City Property"):

1. A parcel of land located at the 9191 E. San Salvador Dr., within the City of Scottsdale in Maricopa County, Arizona, and lying within Section 30, Township 3 North, Range 5 East, of the Gila and Salt River Base Meridian, which contains approximately 21.000 acres as described and depicted on **Exhibit A** attached hereto and made a part hereof ("**Large City Parcel**").

2. A parcel of land located in the southern central portion of the Large City Parcel which contains approximately 10.530 acres and is described and depicted on **Exhibit B** attached hereto and made a part hereof ("**Small City Parcel**").

B. On August 19, 2013, Licensor and Licensee entered into an unrecorded Wireless Telephone Antenna Site Revocable License Agreement referred to as City of Scottsdale Contract No. 2013-046-COS, as amended by that certain First Amendment to Wireless Telephone Antenna Site Revocable License Agreement dated November 13, 2018 (as so amended, "Original Agreement") which authorized Licensee to use limited portions of the Large City Parcel (referred to as Large Yard Parcel in the Original Agreement) and Small City Parcel (referred to as Small Yard

Parcel in the Original Agreement) (collectively "Use Areas"), which were defined, described, and depicted in Exhibit "A" attached to the Original Agreement, and which have been redefined, described, and depicted in the "**Boundary Plan**", attached to and made a part of this Agreement as **Exhibit C**, to install telecommunication equipment owned by Licensee.

C. Subject to the requirements in the Original Agreement, Licensee installed and operates the cellular communications receiving, processing, and transmitting devices, and related electronic equipment ("Communication Equipment") that is specified on the "**Site Plan**" for Licensee's Pho 92nd Street and Via Linda telecommunication site, which is attached as **Exhibit D** to this Agreement and made a part hereof.

D. Subsequent to Licensee's installation of the Communication Equipment and commencement of operation in the Use Areas, Licensor revised its standard terms and agreement for telecommunication sites and memorialized the revisions on December 12, 2016, by filing that certain Notice of Wireless Communications Antenna Site Revocable License Agreement Standard Terms ("Standard Terms Notice"), which sets out various recitals ("Standard Recitals") and provisions (collectively the "Standard Terms") in the MCR at Document No. 2016-0915314.

E. Licensee desires to continue to operate, maintain, and repair its Communication Equipment located in the redefined Use Areas as well as modify some antennas and radio equipment ("Project") as described and depicted in the approved building plans attached hereto and made a part hereof as **Exhibit E – Approved Building Plans** for this Agreement.

F. Licensor and Licensee desire to enter into this Agreement to allow Licensee to construct the Project, to continue to allow Licensee to operate, maintain, and repair its Communication Equipment (collectively the "Permitted Uses"), and to update the form of the agreement to include the Standard Terms.

G. Upon execution of this Agreement by Licensor and Licensee, the Original Agreement, together with any amendments thereto, is terminated and replaced in its entirety by this Agreement; however, Licensee may continue to make, and Licensor may continue to receive, rental and other payments pursuant to the Original Agreement. In such event, notwithstanding anything in the Original Agreement to the contrary, any rental or other payments made pursuant to the Original Agreement after its termination shall be applied and credited against any rentals or other payments due under this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing, the amounts hereinafter to be paid by Licensee, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

I. USE AREAS

1. Use Areas. Licensor hereby grants to Licensee a license to use the portions of the Large City Parcel and the Small City Parcel as described and depicted in attached **Exhibit B** and the Boundary Plan attached as **Exhibit C** (collectively, "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 TERMS. Capitalized terms used but not defined in this Agreement shall have the meanings assigned by the Standard Terms; however, to the extent of any

conflict or discrepancy between the terms and conditions of the Standard Terms and the terms and conditions of this Agreement, this Agreement shall control.

1.2 Standard Terms Application. Licensee shall comply with all of the Standard Terms.

1.3 Limitations. Notwithstanding anything in this Agreement to the contrary, the Use Areas include and are limited to only certain areas that Licensee is permitted to exclusively use and occupy (the "Exclusive Areas") and certain areas that Licensee is permitted to use only on a shared basis (the "Shared Areas"). The Exclusive Areas' boundaries and the Shared Areas' boundaries are defined in the **Boundary Plan** attached as **Exhibit C**.

1.4 Exclusive Areas. The use of Exclusive Areas is limited to the following as defined by the Boundary Plan:

1.4.1 The approximate six hundred thirty-one (631) SF of gross land area defined as "Enclosure Boundary (As-Surveyed)" on the Boundary Plan Legals to be used by Licensee solely for the enclosure housing of the electronic ground equipment and the fixed generator shown on the Site Plan (the "Enclosure"). Such area is confined to the actual area occupied by the exterior structure and the interior of the Enclosure.

1.4.2 An area defined as "Main Antenna Boundary (As-Surveyed)" on the Boundary Plan Legals to be used by Licensee solely for mounting the Main Antennas. Such area is confined to the elevations and locations actually occupied by the Main Antennas and their supporting brackets upon the Facilities Building Roof.

1.4.3 The area defined as "Generator Boundary (As-Surveyed)" on the Boundary Plan Legals to be used by Licensee solely for the Generator.

1.4.4 If an Exclusive Area is marked as "NONE" on the Boundary Plan Legend, then that specific area shall not apply in this section.

1.5 Shared Areas. Shared Areas are limited to the following areas as defined by the Boundary Plan:

1.5.1 The area defined under "Temp/Construction Area (As-Surveyed)" on the Boundary Plan Legals to be used by Licensee solely for initial installation of the Communication Equipment and construction of the Project.

1.5.2 An underground cable route defined under the "Signal Route Centerline" on the Boundary Plan Legals from the Enclosure to the Main Antennas to be used by Licensee solely for underground radio frequency lines inside the Enclosure to the Main Antennas. Notwithstanding the preceding sentence, the portion of the Main Signal Route upon the Maintenance Building shall not be underground but shall be inside the existing conduit attached to the outside of the Maintenance Building.

1.5.3 An underground cable route defined under the "Power Route Centerline (As-Surveyed)" on the Boundary Plan Legals from the Enclosure to the existing transformer on the north corner of the Large City Parcel as shown on the Boundary Plan to be used by Licensee solely for underground electrical supply lines for the Communication Equipment.

1.5.4 An underground cable route defined under the "Telephone Route Centerline (As-Surveyed)" described on the Boundary Plan Legals from the Enclosure to the existing telephone service connection point supply near the north end of the Large City Parcel to be used by Licensee solely for underground land, voice and data communications lines for the Communication Equipment.

1.5.5 An underground fiber optic routes defined under the "Fiber Optic Route Centerline (As-Surveyed) Route 1 and Route 2" described on the Boundary Plan Legals and depicted on the Boundary Plan to be used by Licensee solely for underground fiber optic lines.

1.5.6 A motor vehicle access route defined under "Vehicle Route Centerline (As-Surveyed)" on the Boundary Plan to be used by Licensee solely for vehicle access to the Parking Space.

1.5.7 The area defined under the "Temporary Construction Vehicle Route Centerline (As-Surveyed)" on the Boundary Plan Legals to be used by Licensee solely for vehicle access to the Temporary Construction Areas during initial installation of the Communication Equipment and construction of the Project.

1.5.8 If a Shared Area is marked as "NONE" on the Boundary Plan Legend, then that specific area shall not apply in this section.

1.6 Term of Agreement. The initial term of this Agreement shall be for a period of ten (10) years commencing on the Effective Date. This Agreement shall automatically be extended for up to two (2) additional terms of five (5) years each, subject to the same terms and conditions outlined herein, unless Licensee terminates it at the end of the then current term by giving Licensor written notice of the intent to terminate at least 6 months prior to the end of the then current term.

1.7 Base Use Fee. Licensee shall pay to Licensor a fixed annual amount (the "Base Use Fee"). The amount of Base Use Fee per calendar year (the "Annual Equivalent Amount") shall be Thirty-Three Thousand, Eight Hundred and Forty-Nine and 24/100 Dollars (\$33,849.24) subject to certain adjustments and payable at the beginning of certain periods (the "Installment Periods") as provided in the Standard Terms. The annual increase shall not exceed three percent (3%).

1.8 Notices. Notices hereunder shall be given in writing mailed by registered or certified mail, return receipt requested, postage prepaid (or delivered by hand delivery, or by Fed-Ex or a similar nationally recognized delivery service) addressed to:

If to Licensee: Cellco Partnership
dba Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attention: Network Real Estate
Site: PHO – 92nd Street & Via Linda-5G LSUB6

Copy to Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920
Site: PHO-92nd Street & Via Linda-5G LSUB6

If to Licensor: City of Scottsdale Real Estate Services
Attention: Real Estate Asset Manager
7447 East Indian School Road, Suite 205
Scottsdale, AZ 85251
Site: Binder 301, Verizon NCY

Copy to: City Attorney's Office
City of Scottsdale
3939 North Drinkwater Blvd.
Scottsdale, AZ 85251

By notice from time to time, a person may designate any other street address as its address for giving notice hereunder. Service of notice by mail shall be deemed to be complete three (3) days (excluding holidays) after the notice is deposited in the United States mail. Notwithstanding this paragraph, routine notice of Licensee's entry upon the Use Areas may be made by telephone or voice mail to Licensor at (480) 312-5999 or such other telephone number as Licensor may specify from time to time.

1.9 Payment Address. Licensor is not obligated to issue invoices or other requests for Use Fee payments. Pursuant to Section 3.7 of the Standard Terms, Licensor hereby notifies Licensee that Licensee shall mail all payments to Licensor at the following address (in lieu of using the address provided for notices in Section 1.8 above):

Licensor: City of Scottsdale
Remittance Processing
P.O. Box 1570
Scottsdale, AZ 85252-1570

1.10 Licensee Authority. Licensee warrants to Licensor that the person executing this Agreement on behalf of Licensee has authority to do so. Licensor warrants to Licensee that the person executing this Agreement on behalf of Licensor has authority to do so.

1.11 Recording. This Agreement shall not be recorded, but the Licensor shall record a Memorandum of Agreement giving notice of such.

2. Revisions to Standard Terms. As to this Agreement, the following provisions of the Standard Terms are hereby amended as provided below.

2.1 Licensee's Right to Terminate. Licensee's use of the Use Areas is contingent upon Licensee obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities. As such, notwithstanding anything to the contrary in Section 2.3 of the Standard Terms, Licensee may immediately terminate this Agreement, without the payment of the Twenty Thousand Dollar (\$20,000) cancellation fee, upon written notice to Licensor, in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to Licensee is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity and such cancellation, expiration, lapse, withdrawal, or termination of a Government Approval was not due to Licensee's negligence in Licensee's diligent pursuit of said Government Approval; or (iii) Licensee determines that such Government Approvals may not be obtained in a timely manner.

2.2 Payment of Base Use Fee. Section 3.6.3 of the Standard Terms is hereby deleted and replaced with the following: "Licensee shall make payments for Base Use Fee in semi-annual installments based on the time periods of January 1st to June 30th and July 1st to December 31st each year (each, an "Installment Period"). Each semi-annual payment shall be due on the 25th day of the month preceding the commencement of each Installment Period; provided, however, Licensee shall pay the first and second (if the second semi-annual payment is due within sixty (60) days of the date of this Agreement only) semi-annual installment of Base Use Fee no later than sixty (60) days following the Effective Date of this Agreement.." The final Base Use Fee for this Agreement shall be prorated based on the remaining time in the term of this Agreement.

2.3 Public Safety. Section 4.11 of the Standard Terms is hereby deleted and replaced with the following: "Public Safety. If the Communication Equipment or any other Licensee equipment, improvements or activities present any hazard to the public or to Licensor, to Licensor's equipment or facilities, or to Licensor's ability to safely and conveniently operate the Large City Parcel, or perform Licensor's utility, public safety or public health, safety and welfare functions, Licensee shall immediately remedy the hazard, comply with Licensor's requests to secure the Large City Parcel, and otherwise cooperate with Licensor at no expense to Licensor to remove any impediment to Licensor performing any and all of such functions. If Licensee fails to immediately do so, Licensor may do so at Licensee's risk and expense. Licensee's work crews shall report to the Use Areas within twenty (24) hours after any request by Licensor under this paragraph (or within such shorter period of time as may be required given the circumstances)."

2.4 Required Operation. Section 4.20 of the Standard Terms is hereby deleted.

2.5 Access. Section 4.23.1 of the Standard Terms is hereby deleted.

2.6 Approval Required. The following verbiage is hereby added to Section 6.9 of the Standard Terms: "In addition, before commencing any alterations to the Communication Equipment subsequent to the Project, as defined herein, or any future projects, Licensee shall submit plans and specifications to Licensor's Contract Administrator for Licensor's written approval, as property owner, which approval shall not be unreasonably withheld, conditioned or delayed. In the event Licensor does not either (i) object to the plans in writing or (ii) furnish the Licensee with written approval, within fifteen (15) days of the date of submission of the plans, Licensor will be deemed to have approved them. All work to be done by Licensee shall be performed in accordance with the approved plans unless otherwise approved in writing by the Licensor, which approval shall not be unreasonably withheld, conditioned or delayed. Such approval under this section shall only be a contractual approval and shall not be deemed a regulatory approval which Licensee must obtain from City's Planning & Development Department." The Project is hereby approved.

2.7 Ownership of Licensee's Improvements. Section 6.17 of the Standard Terms is hereby deleted.

2.8 Construction Assurance. Section 6.24 of the Standard Terms is hereby deleted and replaced with the following: "Construction Assurances. In addition to any other payment or performance required under this Agreement, Licensee shall, prior to any construction work by Licensee at the Use Areas, provide to Licensor bonds or other assurances ("Improvement Assurances") reasonably acceptable to Licensor that the contractor will properly and timely complete the work and that Licensee will pay for the work. Licensee shall deliver directly to Licensor's legal department (together with a copy to Licensor as provided for notices under this Agreement) a full and complete draft of all Improvement Assurances and all related and supporting documentation at least thirty (30) days prior to the date the Improvement Assurance is required."

2.9 Indemnity and Insurance. Section 11 of the Standard Terms is hereby deleted and replaced with the following:

"XI. INDEMNITY AND INSURANCE

11. Insurance Responsibility. During the entire term of this Agreement, Licensee shall insure the Use Areas and property and activities at and about the Use Areas and provide indemnification as follows:

11.1 Insurance Required. Prior to entering, occupying or using the Use Areas in any way, and in any event not later than the date ten (10) days after the date of this Agreement, and at all times thereafter, Licensee shall obtain and cause to be in force and effect the following insurance:

11.1.1 Commercial General Liability. Commercial general liability insurance with a limit of Five Million Dollars and no/100 Dollars (\$5,000,000.00) per occurrence and Five Million and no/100Dollars (\$5,000,000.00) general aggregate including products and completed operations aggregate, premises-operations, independent contractors, products, completed operations, personal injury and advertising injury, and liability assumed under an "insured contract" The policy shall contain a "separation of insureds" clause.

11.1.2 Automobile Liability. Automobile liability insurance with a combined single limit of One Million and no/100 Dollars (\$1,000,000.00) each accident covering any and all owned, hired, and non-owned vehicles assigned to or used in any way in connection with Licensee's use of the Use Areas.

11.1.3 Workers' Compensation. Such workers' compensation and similar insurance as is required by law and employer's liability insurance with a limit of One Hundred Thousand and no/100 Dollars (\$100,000.00) for each accident, One Hundred Thousand and no/100 Dollars (\$100,000.00) disease for each employee, Five Hundred Thousand and no/100 Dollars (\$500,000.00) policy limit for disease. All contractors and subcontractors must provide like insurance.

11.1.4 Special Risk Property. Unless waived by Licensor in writing, all risk property insurance covering damage to or destruction of Licensee's real and personal improvements to the Small City Parcel in an amount equal to full replacement cost of all such improvements. Such insurance shall be special causes of policy form (minimally including perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft, vehicles, riot, civil commotion, theft, vandalism, malicious mischief, collapse and flood).

11.1.5 Personal Property. Licensee shall maintain special causes of loss personal property coverage, as defined by Insurance Services Office, Inc., in an amount per occurrence equal to full replacement cost of all of Licensee's personal property used in connection with the Use Areas.

11.1.6 Builder's Risk Property Insurance. Builder's risk property insurance as follows:

11.1.6.1 Builder's risk insurance must take effect no later than the time covered property comes under Licensee's control or responsibility.

11.1.6.2 Builder's risk insurance must continue in effect without interruption until all of the following have occurred, whether or not the covered property is occupied:

11.1.6.2.1 All work is completed and accepted by Licensee and Licensior.

11.1.6.2.2 Final payment for the construction work and materials has been made.

11.1.6.2.3 No person or entity other than Licensee and Licensior has an insurable interest in the Use Areas.

11.1.6.3 The amount of builder's risk insurance shall be the amount of the entire cost of the Project or other construction work at or related to the Use Areas as well as subsequent modifications thereto.

11.1.6.4 Builder's risk insurance is required for all construction and similar work except the following:

11.1.6.4.1 Portions of work that will be of no benefit or value to Licensior (as opposed to the portions of work solely for the benefit and value of Licensee). Prior to commencement work by Licensee, Licensee shall request from Licensior a notice indicating Licensee's view of which portions of the work benefit Licensior and Licensee.

11.1.6.4.2 Construction having a total value less than Two Hundred Thousand and No/100 Dollars (\$200,000.00).

11.1.6.4.3 Initial Project construction.

11.1.6.5 Builder's risk insurance shall cover at least the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft, vehicles, riot, civil commotion, theft, vandalism, malicious mischief, collapse and flood.

11.1.6.6 Builder's risk insurance shall cover false work and temporary buildings. Builder's risk insurance must cover covered property that is being transported to the construction site or on the construction site awaiting installation.

11.1.6.7 Builder's risk insurance shall be on a special causes of loss (all-risk) policy form.

11.1.6.8 Builder's risk insurance shall be primary and not contributory.

11.1.6.9 Builder's risk insurance shall insure the interests of Licensior, Licensee and all subcontractors and sub-subcontractors involved in any Licensee's Improvements or other construction work at or related to the Use Areas during the course of any construction.

11.1.6.10 As between Licensior and Licensee, Licensee bears full responsibility for loss or damage to all work being performed and to works under construction.

11.1.6.11 Builder's risk insurance shall cover reasonable compensation for architect's service and expenses required as a result of an insured loss and other "soft costs". Builder's risk insurance shall insure against risks of direct physical loss or damage from external causes including debris removal and demolition occasioned by enforcement of any applicable legal requirements.

11.1.7 Other Insurance. Any other insurance Licensor may reasonably require for the protection of Licensor and Licensor's employees, officials, representatives and officers (all of whom, including Licensor, are collectively "Additional Insureds"), the Use Areas, surrounding property, Licensee, or the activities carried on or about the Use Areas. Likewise, not more often than once in any thirty-six (36) month period, Licensor may elect by not less than thirty (30) days prior notice to, review and acceptance by Licensee to increase the amount or type of any insurance to account for inflation, changes in risk, or any other factor that Licensor reasonably determines to affect the prudent amount of insurance to be provided.

11.2 Form of All Insurance. All insurance provided by Licensee with respect to the Use Areas, whether required by this Agreement or not, and all insurance provided by third parties under this Agreement, shall meet the following requirements:

11.2.1 "Occurrence" coverage is required. "Claims made" insurance is not permitted.

11.2.2 Licensee's insurance required by this Agreement shall be primary insurance as to the risks it covers.

11.2.3 All policies, including workers' compensation, shall waive transfer rights of recovery (subrogation) against Licensor and the other Additional Insureds.

11.2.4 All deductibles, retentions or "self-insured" amounts shall be subject to the following:

11.2.4.1 Licensee shall be solely responsible for all such amounts.

11.2.4.2 No deductible shall be applicable to coverage provided to Licensor.

11.2.5 All general liability and automobile policies must include Licensor and the other Additional Insureds as additional insureds as their interest may appear under this Agreement

11.2.6 All applicable property policies must include Licensor as a loss payee regarding proceeds relating to the Use Areas, and the Large City Parcel.

11.2.7 Upon receipt of notice from its insurer(s) Licensee shall provide Licensor with thirty (30) days prior notice of any cancellation of any coverage required by this Agreement.

11.2.8 Licensee may elect to use excess insurance to meet the insurance requirements of this Agreement, but such excess insurance shall be "follow form" equal to or broader in coverage than the underlying insurance.

11.3 Evidence of Insurance. Licensee shall provide evidence of all insurance as follows:

11.3.1 Certificates must be in ACORD form or equivalent acceptable to Licensor.

11.3.2 Licensee shall provide to Licensor certificates of insurance annually. Licensee shall provide certificates at other times at Licensor's request. The certificates of insurance shall be provided either by email to Licensor at RealEstate@scottsdaleaz.gov or at the address of Notice for the Real Estate Asset Manager per Paragraph 1.8 of this Agreement.

11.3.3 Certificates must evidence that the policy described by the certificate is in full force and effect and that the policy satisfies each requirement of this Agreement applicable to the policy. For example, certificates must evidence that Licensor and the other Additional Insureds are additional insureds.

11.3.4 Each insurance certificate provided to Licensor constitutes a warranty and representation by Licensee to Licensor that policies, coverages and other matters are actually in effect as described in the certificate.

11.4 Acceptable Insurers. All insurance policies shall be issued by insurers reasonably acceptable to Licensor. At a minimum, all insurers shall be duly licensed (or qualified unlicensed non-admitted) by the State of Arizona, Department of Insurance. At a minimum, all insurers shall have and maintain an A.M. Best, Inc. rating of B++6.

11.5 Licensor's Election to Provide Insurance. Licensor is not required to carry any insurance covering or affecting the Use Areas or use of Licensor's property related to this Agreement. Any insurance or self-insurance maintained by Licensor shall not contribute to Licensee's insurance.

11.6 Representation of Coverage Adequacy. By requiring insurance, Licensor does not represent that coverage and limits will be adequate to protect Licensee. Failure to demand evidence of compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Licensee from Licensee's obligation to maintain required insurance.

11.7 Indemnity. In addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, throughout the term of this Agreement and until all obligations and performances under or related to this Agreement are satisfied and all matters described in this paragraph are completely resolved, Licensee shall jointly and severally pay, indemnify, defend and hold harmless Licensor and all other Additional Insureds for, from and against any and all claims or harm related to Licensee's use of the Use Areas or 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 or other impairment), damages, losses, expenses, penalties, fines or other matters (together with all attorney fees, court costs, and the cost of appellate proceedings) that may arise in any manner out of any use of the Use Areas or other property related to this Agreement by Licensee or any actions, acts, errors, mistakes or omissions relating to work or services in the performance of or related to this Agreement, including any injury or damages or cause of action claimed or caused by Licensee's employees, contractors, subcontractors, tenants, subtenants, or agents. As a condition to Licensor's executing this Agreement, Licensee specifically agrees that to the extent any provision of this paragraph is not fully enforceable against Licensee for any reason whatsoever, this paragraph shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law. Notwithstanding the foregoing, the Indemnity does not apply to:

11.7.1 Claims arising only from the sole negligence of Licensor and its employees, agents or contractors.

11.7.2 Claims that the law prohibits from being imposed upon the indemnitor.

11.8 Risk of Loss. Licensee assumes the risk of any and all loss, damage or claims related to Licensee's use of the Use Areas or other property owned by Licensor, Licensee or third parties. Licensee shall be responsible for any and all damage to Licensee's property and equipment related to Licensee's use of the Use Areas.

11.9 Insurance to be Provided by Others. Licensee shall cause its contractors or other persons occupying, working on or about, or using the Use Areas pursuant to this Agreement to obtain and maintain substantially the same coverage as required of Licensee.

11.10 Indemnities and Insurance Cumulative. Licensee's obligations to indemnify do not diminish in any way Licensee's obligations to insure; and Licensee's obligations to insure do not diminish in any way Licensee's obligations to indemnify. Licensee's obligations to indemnify and provide insurance are in addition to, and do not limit, any and all other liabilities or obligations of Licensee under or connected with this Agreement. The amount and type of insurance coverage required by this Agreement do not limit the scope of the indemnities or other requirements of this Agreement."

2.10 Radio Frequency Compliance Requirements. Section 15.2 of the Standard Terms is hereby deleted and replaced with the following: "Licensee shall comply with all Federal Communications Commission ("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")."

2.11 Conflict. In the event of a conflict between any term and provision of the Standard Terms and this Agreement, the terms and provisions of this Agreement shall control.

EXECUTED as of the Effective Date.

LICENSEE: **Cellco Partnership, a Delaware general partnership, dba Verizon Wireless**

By: _____
Name: _____
Its: _____

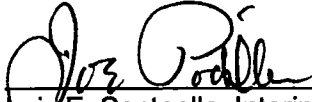
LICENSOR: **CITY OF SCOTTSDALE,**
an Arizona municipal corporation

By: _____
Lisa Borowsky, Mayor

ATTEST:

Ben Lane, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY



Luis E. Santaella, Interim City Attorney
By: Joe Padilla, Deputy City Attorney

Reviewed By:



George Woods, Safety & Risk Management Director

TABLE OF EXHIBITS

<u>Exhibit</u>	<u>Paragraph</u>	<u>Description</u>
A	A(1)	Large City Parcel
B	A(2)	Small City Parcel
C	B	Boundary Plan
D	C	Site Plan
E	E	Approved Building Plans – these plans are included in council packet, but not recorded. They are held by Clerk with final contract.

EXHIBIT A

DESCRIPTION FOR A LARGE CITY PARCEL, BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA & SALT RIVER MERIDIAN MARICOPA COUNTY, STATE OF ARIZONA

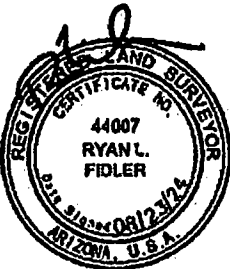
A PARCEL OF LAND, BEING THE SAME PROPERTY DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED IN DOCKET 14121, PAGE 525 OF MARICOPA COUNTY RECORDS, STATE OF ARIZONA, RECORDED IN THE OFFICE OF THE CLERK OF SAID COUNTY ON DECEMBER 28, 1979, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SECTION 30, SAID POINT IS LOCATED FROM THE SOUTHEAST CORNER OF SECTION 30 ALONG THE SOUTH LINE OF SAID SECTION NORTH 89°58'05" WEST 1745.85 FEET TO SAID BEGINNING;

THENCE FROM SAID BEGINNING STILL ALONG SAME LINE NORTH 89°58'05" WEST 889.44 FEET TO THE SOUTH QUARTER CORNER OF SECTION 30; THENCE STILL ALONG SAME NORTH 89°46'51" WEST 708.17 FEET TO A POINT IN SAID SOUTH LINE AND CORNER TO LANDS RETAINED BY OWNER; THENCE NORTH 00°13'09" EAST 527.84 FEET TO A POINT IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF VIA LINDA ROAD (110 FEET WIDE); THENCE ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF VIA LINDA NORTH 72°25'00" EAST 480.00 FEET TO A POINT OF CURVATURE STILL IN SAME;

THENCE STILL ALONG SAME IN PART AND PARTLY ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF A SERVICE ROAD CURVING TO THE RIGHT WITH A RADIUS OF 20 FEET AND AN ARC DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY IN SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE SERVICE ROAD (60 FEET WIDE); THENCE STILL ALONG SAME SOUTH 17°35'00" EAST 25 FEET TO A POINT OF CURVATURE IN SAME; THENCE STILL ALONG SAME CURVING TO THE LEFT WITH A RADIUS OF 285 FEET AND AN ARC DISTANCE OF 416.26 FEET TO A POINT OF TANGENCY IN SAME; THENCE STILL ALONG SAME NORTH 72°25'00" EAST 808.86 FEET TO A POINT IN SAME AND IN THE LINE OF LANDS RETAINED BY OWNER; THENCE SOUTH 00°01'55" WEST 710.97 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 914766.25 SQUARE FEET, OR 21.000 ACRES MORE OR LESS.



Title: DESCRIPTION

Project #: 2400543

Date: 08/23/24

Scale: N/A

Page: 1 OF 2



EXHIBIT A

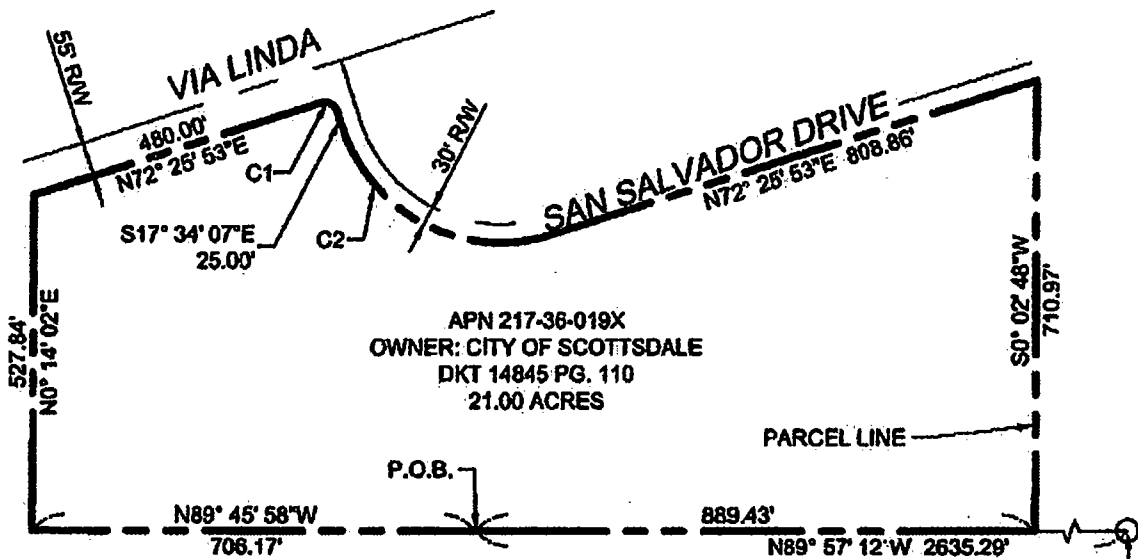
EXHIBIT FOR A LARGE CITY PARCEL, BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA & SALT RIVER MERIDIAN MARICOPA COUNTY, STATE OF ARIZONA



1" = 250'

LEGEND

- PROPERTY LINE
- SECTION LINE
- CENTERLINE
- APN ASSESSORS PARCEL NUMBER
- POB POINT OF BEGINNING
- R/W RIGHT-OF-WAY



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD LENGTH
C1	31.42	20.00	90°00'42"	N62° 33' 46"W	28.29
C2	416.28	265.00	89°59'59"	S62° 34' 06"E	374.77

SOUTHEAST CORNER,
SECTION 30,
TOWNSHIP 3 NORTH,
RANGE 5 EAST



Title: EXHIBIT
Project #: 2400543
Date: 08/23/24
Scale: 1"=250'
Page: 2 OF 2



EXHIBIT B

DESCRIPTION FOR A SMALL CITY PARCEL, BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA & SALT RIVER MERIDIAN MARICOPA COUNTY, STATE OF ARIZONA

A PORTION OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA & SALT RIVER & MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN DOCKET 14845 PG. 110 MARICOPA COUNTY RECORDS; THENCE SOUTH 72°25'53" WEST ALONG THE NORTH LINE OF SAID PARCEL, 218.59 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 33°52'02" EAST, 228.12 FEET; THENCE SOUTH 17°04'31" WEST, 181.36 FEET; THENCE SOUTH 54°55'04" WEST, 363.89 FEET; THENCE SOUTH 85°30'00" WEST, 564.61 FEET; THENCE NORTH 42°12'04" WEST, 355.45 FEET; THENCE NORTH 29°19'00" EAST, 328.07 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT; THENCE EASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 265.00 FEET, WITH A CHORD BEARING SOUTH 70°07'16" EAST, 322.26 FEET, THROUGH A CENTRAL ANGLE OF 74°53'40", AN ARC LENGTH OF 348.40 FEET; THENCE NORTH 72°25'53" EAST, 590.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 458688.65 SQUARE FEET OR 10.530 ACRES MORE OR LESS.



Title: DESCRIPTION

Project #: 2400543

Date: 08/23/24

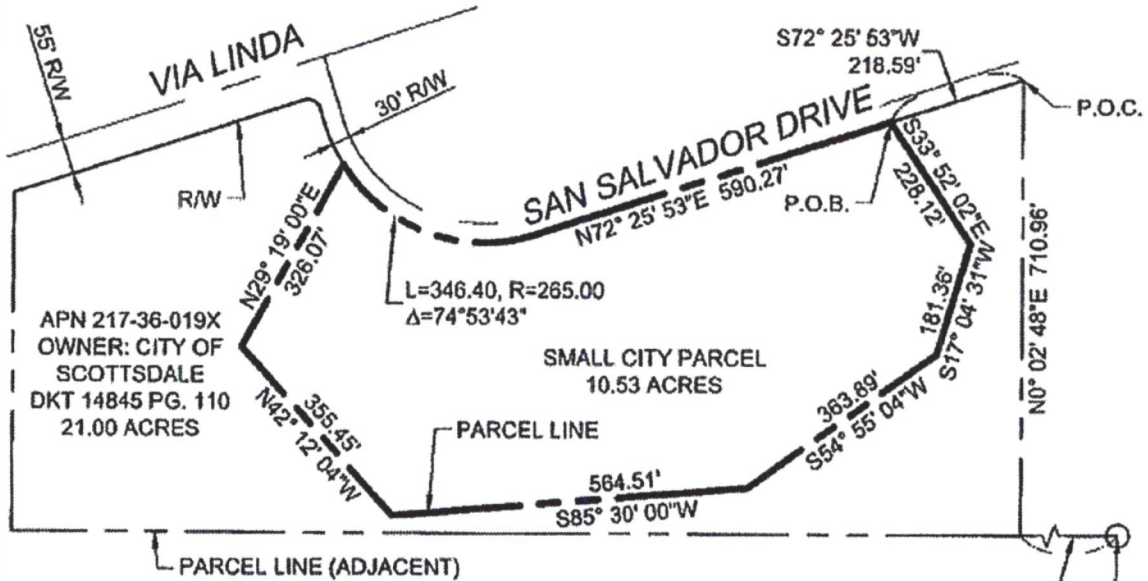
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Page: 1 OF 2



EXHIBIT B

EXHIBIT FOR A SMALL CITY PARCEL, BEING A PORTION OF THE SOUTHEAST 1/4 OF THE
SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 3
NORTH, RANGE 5 EAST OF THE GILA & SALT RIVER MERIDIAN MARICOPA COUNTY, STATE OF
ARIZONA



LEGEND

	PROPERTY LINE
	PROPERTY LINE (OTHER)
	SECTION LINE
	CENTERLINE
APN	ASSESSORS PARCEL NUMBER
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
R/W	RIGHT-OF-WAY



1" = 250'

SOUTHEAST CORNER,
SECTION 30,
TOWNSHIP 3 NORTH,
RANGE 5 EAST



Title: EXHIBIT
Project #: 2400543
Date: 08/23/24
Scale: 1"=250'
Page: 2 OF 2

RLFC
CONSULTING

LAND SURVEY • MAPPING SOLUTIONS
1214 N. STADEM DR. • TEMPE AZ 85281
WWW.RLFCCONSULTING.COM • 480-445-0180

BOUNDARY PLAN

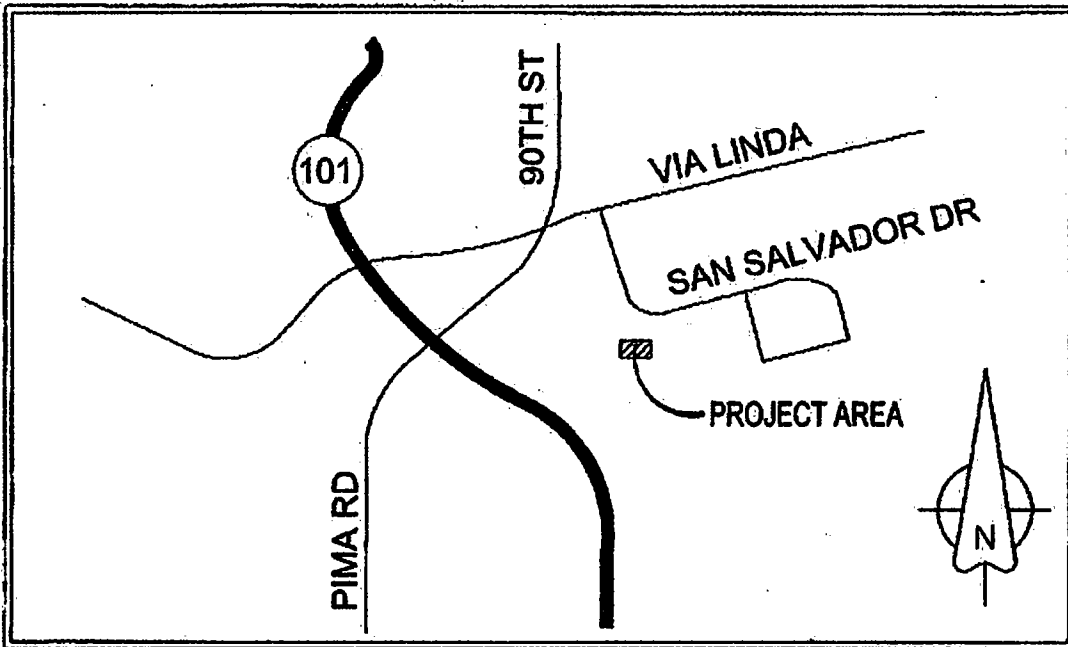


EXHIBIT C, PAGE 1 OF 13



BOUNDARY PLAN

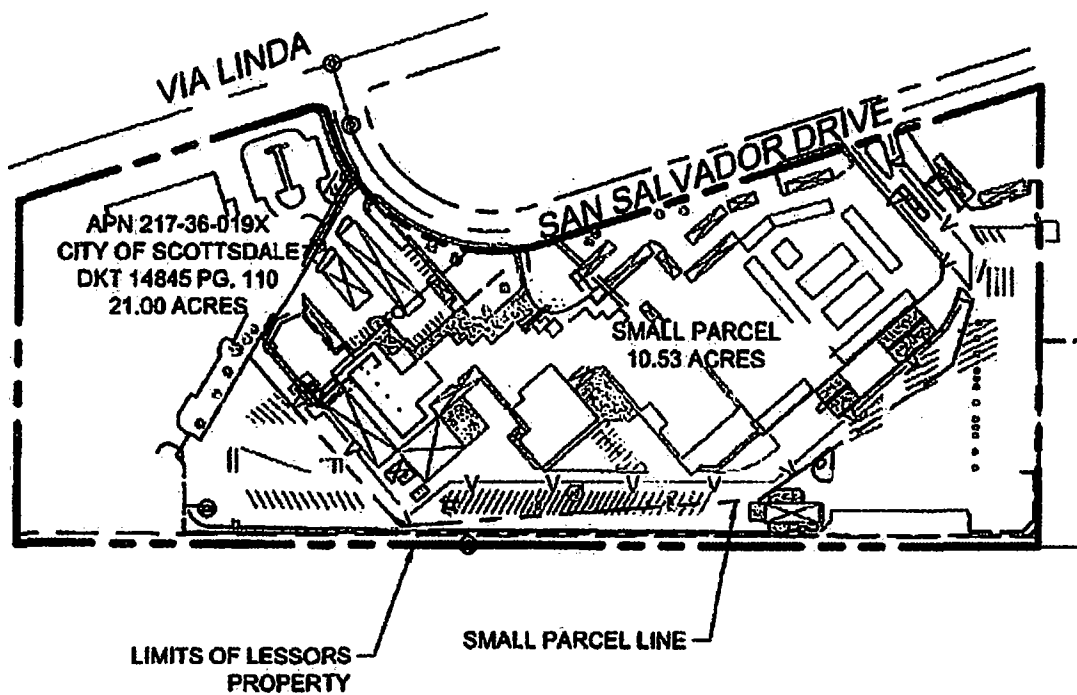


EXHIBIT C, PAGE 2 OF 13

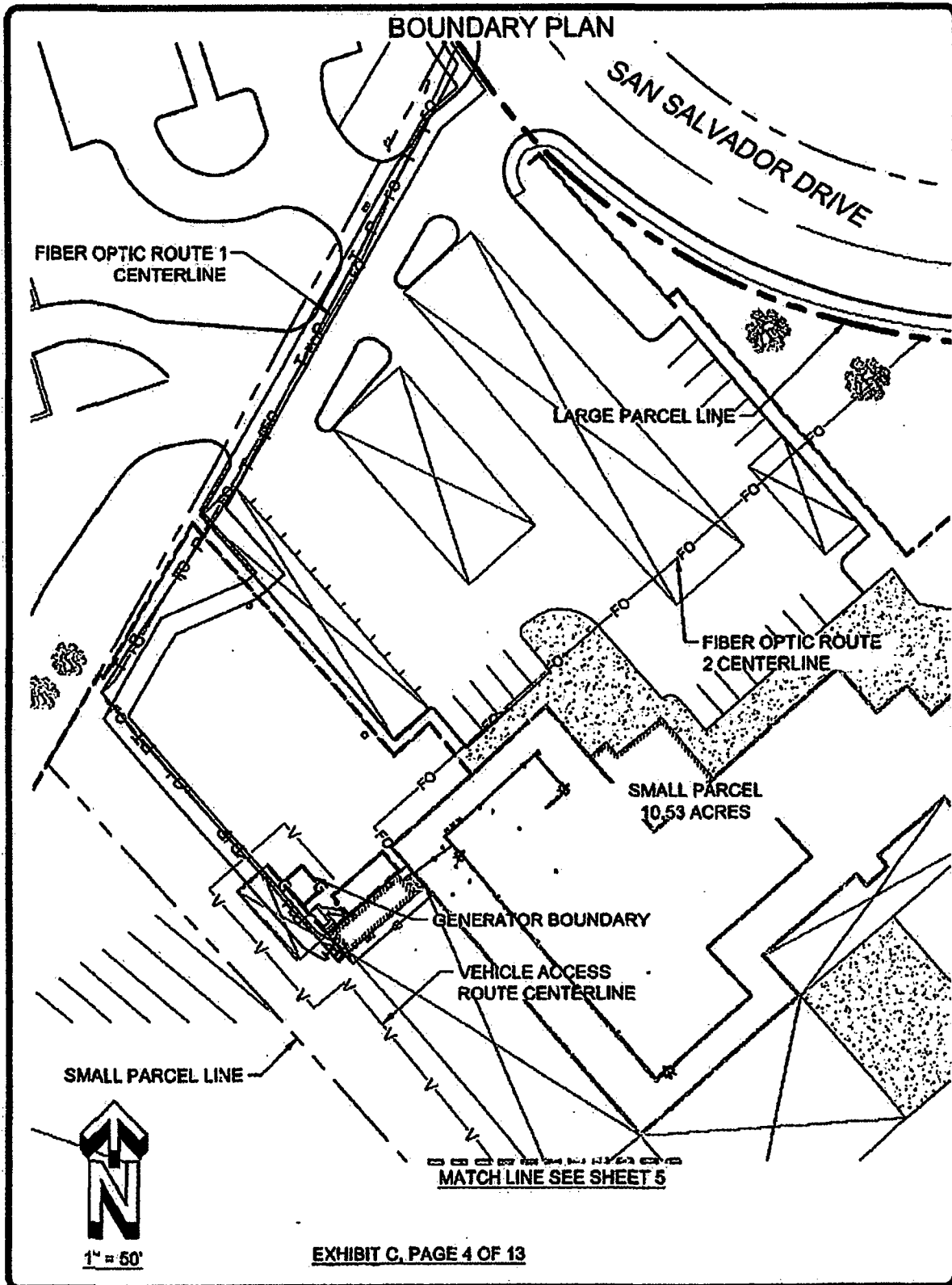
BOUNDARY PLAN

#	USE AREA	SYMBOL	SIZE
1	LARGE PARCEL BOUNDARY	— — — — —	AS SHOWN
2	SMALL PARCEL BOUNDARY	— — — — —	AS SHOWN
3	ENCLOSURE BOUNDARY	— E — E — E —	AS SHOWN
4	GENERATOR BOUNDARY	— G — G — G —	AS SHOWN
5	MAIN ANTENNA BOUNDARY	— A — A — A —	AA PRISM 4' WIDE BY 2' DEEP BY 6' TALL EXTENDING NO HIGHER THAN 6' ABOVE THE EXISTING PARAPET WALL
6	MICROWAVE ANTENNA BOUNDARY	— M — M — M —	NONE
7	PARKING SPACE BOUNDARY	— Z — Z — Z —	NONE
8	TEMP/ CONSTRUCTION AREA	— C — C — C —	SAME AS SMALL PARCEL
9	SIGNAL ROUTE CL	— S — S — S —	2.5' ON EACH SIDE OF CL
10	MICROWAVE SIGNAL ROUTE CL	— R — R — R —	NONE
11	POWER ROUTE CL	— P — P — P —	2.5' ON EACH SIDE OF CL
12	FIBER OPTIC ROUTE CL	— FO — FO — FO —	2.0' ON EACH SIDE OF CL
13	TELEPHONE ROUTE CL	— T — T — T —	2.5' ON EACH SIDE OF CL
14	GAS ROUTE CL	— N — N — N —	NONE
15	VEHICLE ROUTE CL	— V — V — V —	AS DESCRIBED IN AGREEMENT
16	PEDESTRIAN ROUTE CL	— W — W — W —	AS DESCRIBED IN AGREEMENT
17	TEMPORARY CONSTRUCTION VEHICLE ROUTE CENTERLINE	— VY — VY — VY —	NONE
18	OFFSITE POWER CENTERLINE	— OP — OP — OP —	SEE NOTE BELOW
19	OFFSITE TELEPHONE CENTERLINE	— OT — OT — OT —	SEE NOTE BELOW
20	OFFSITE GAS CENTERLINE	— ON — ON — ON —	SEE NOTE BELOW

NOTES:

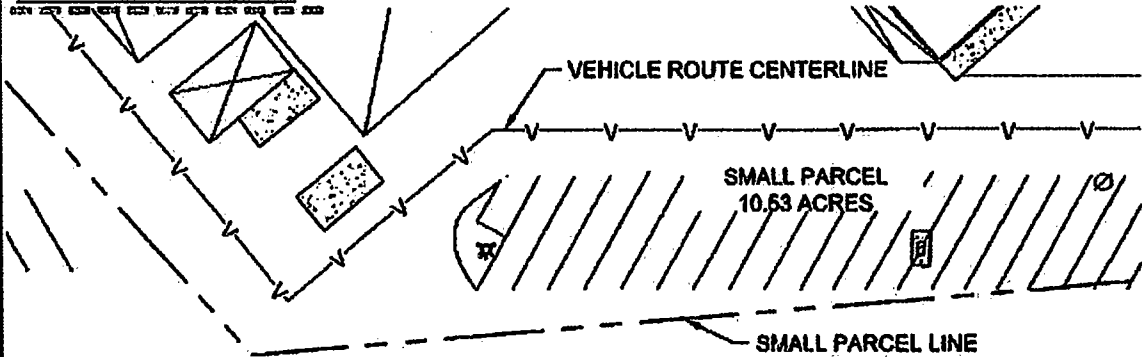
1. THE ANTENNA AGREEMENT DOES NOT GRANT PERMISSION FOR ANY PORTION OF THE POWER, TELEPHONE, OR NATURAL GAS SERVICES ROUTES THAT MAY LIE IN A PUBLIC STREET RIGHT-OF-WAY OR A PUBLIC UTILITY EASEMENTS. USE OF PUBLIC RIGHT-OF-WAY OR PUBLIC UTILITY EASEMENTS FOR THESE PURPOSES IS GOVERNED BY NORMAL CITY RIGHT-OF-WAY USE AND PERMIT RULES AND THE FRANCHISE BETWEEN THE CITY AND THE ELECTRICAL, TELEPHONE AND NATURAL GAS SERVICE PROVIDERS, AND NOT BY THE ANTENNA AGREEMENT.
2. THE USE AREAS LISTED IN THIS TABLE MAY BE USED ONLY IF THEIR USE IS GRANTED IN THE ANTENNA AGREEMENT.

EXHIBIT C, PAGE 3 OF 13



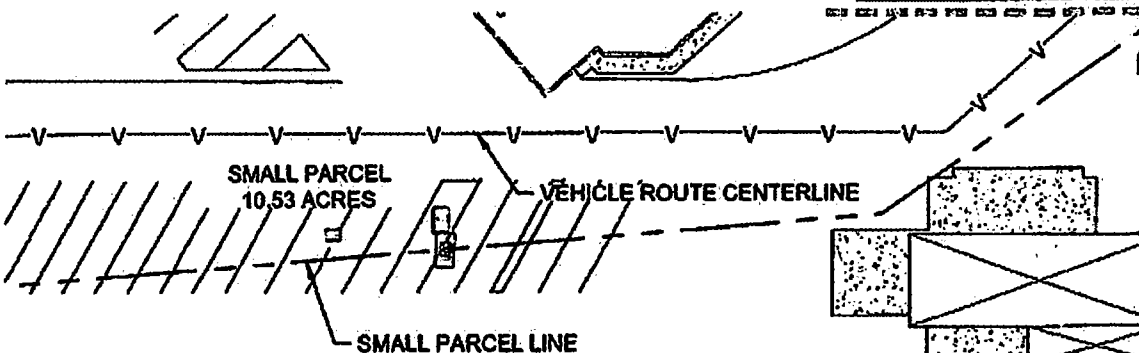
BOUNDARY PLAN

MATCH LINE SEE SHEET 4



1" = 50'

MATCH LINE SEE SHEET 6



1" = 50'

EXHIBIT C, PAGE 5 OF 13

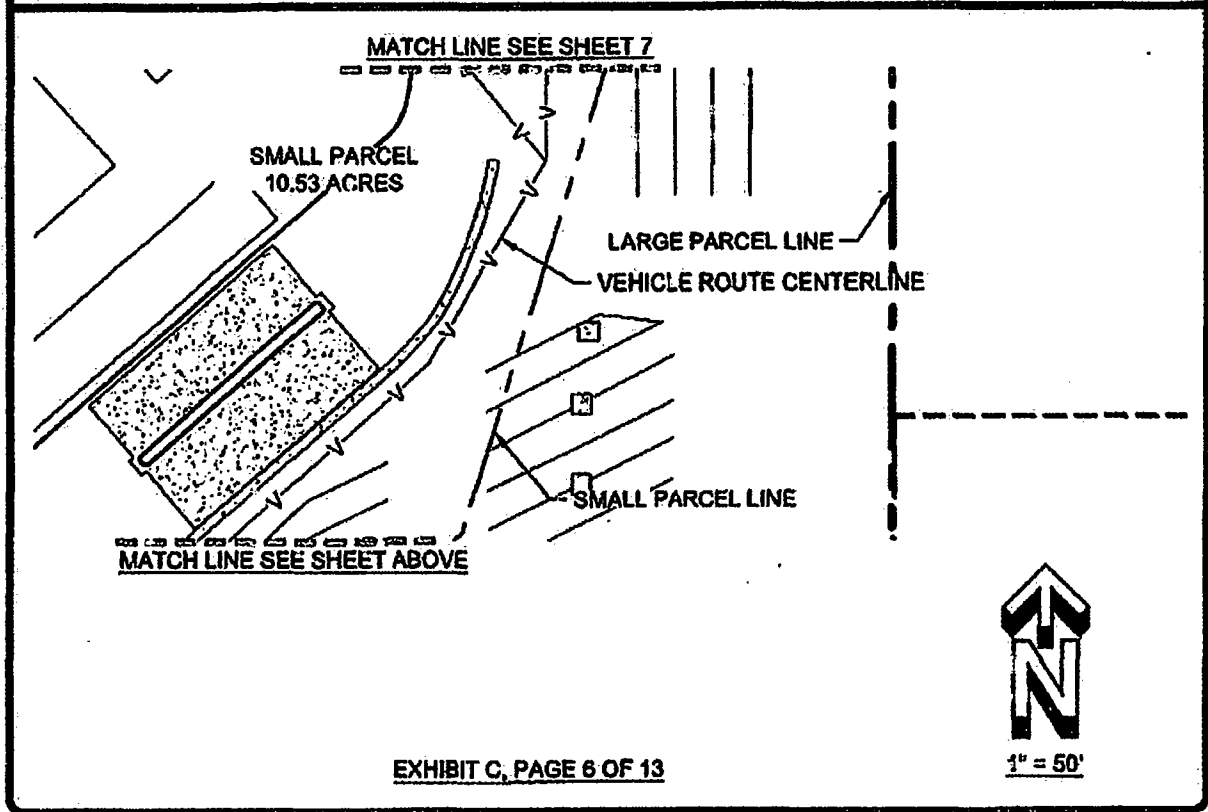
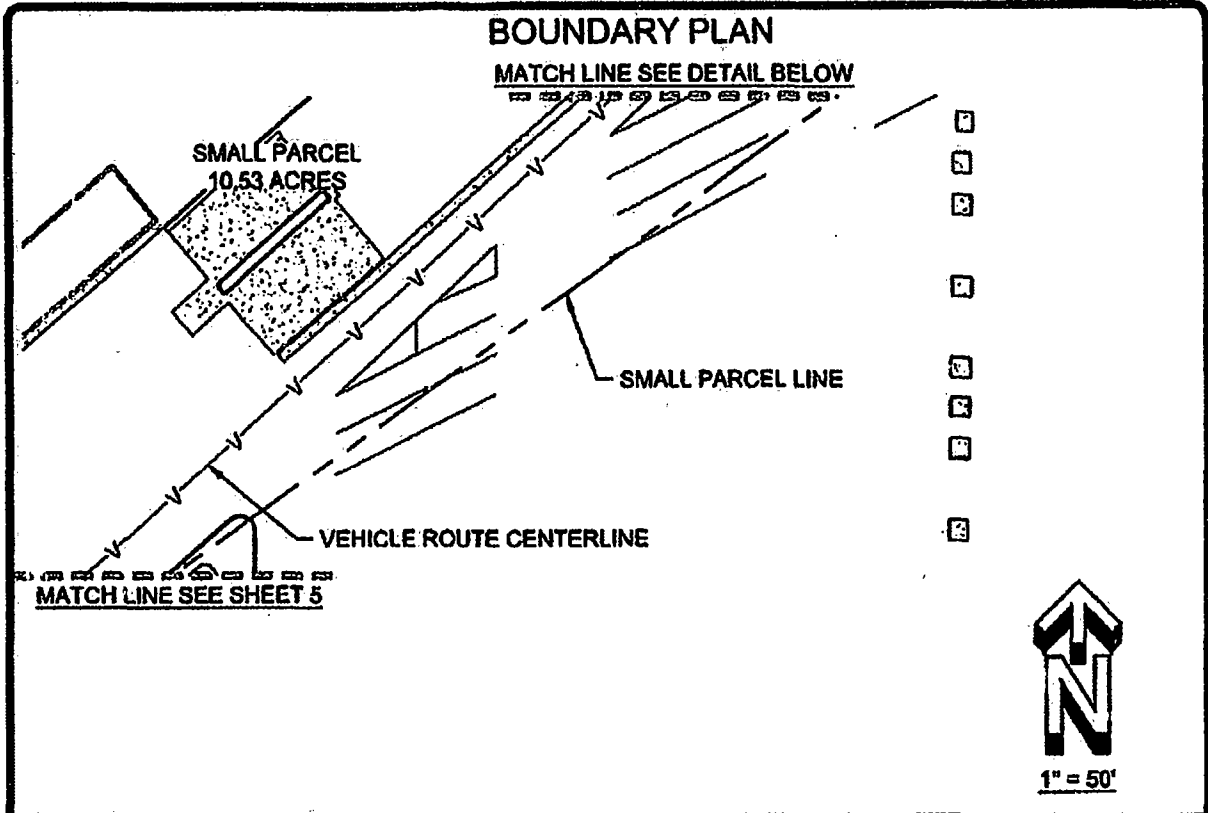
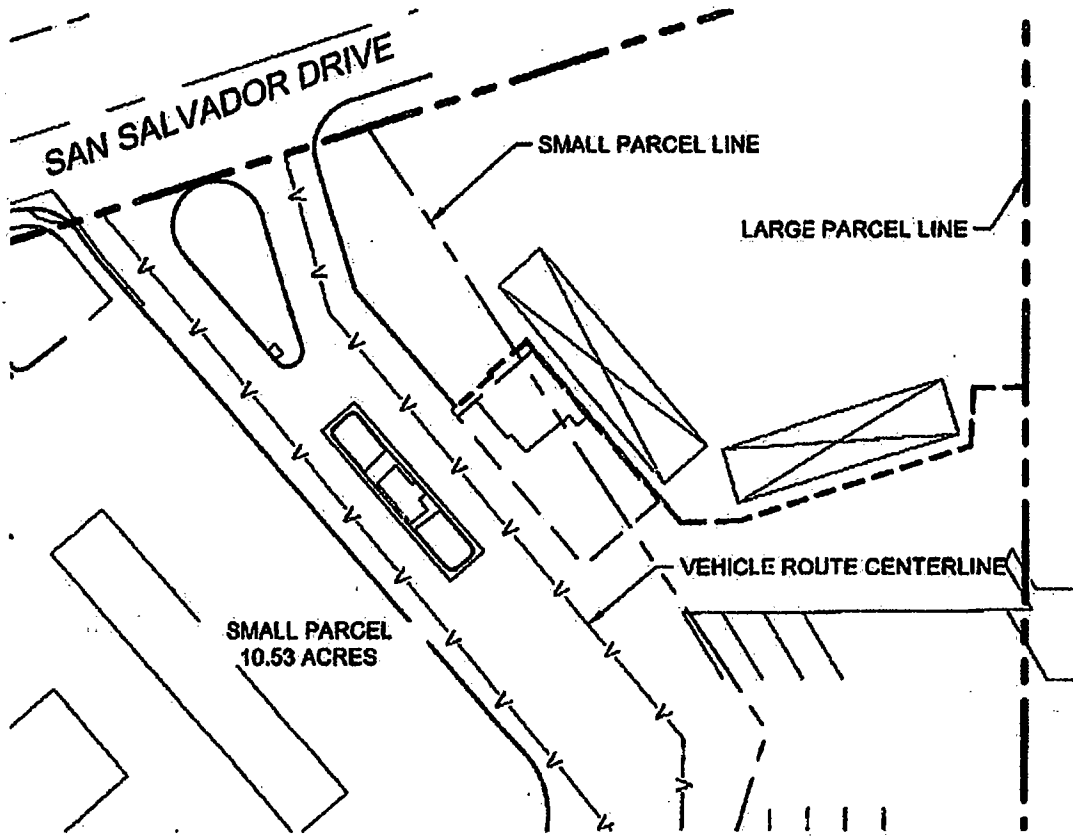


EXHIBIT C, PAGE 6 OF 13

BOUNDARY PLAN



1" = 50'

EXHIBIT C, PAGE 7 OF 13

LEGALS

1. LARGE PARCEL BOUNDARY (AS-PROVIDED)

A PORTION OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SECTION 30, SAID POINT IS LOCATED FROM THE SOUTHEAST CORNER OF SECTION 30 ALONG THE SOUTH LINE OF SAID SECTION NORTH 89°58'05" WEST 1745.85 FEET TO SAID BEGINNING;

THENCE FROM SAID BEGINNING STILL ALONG SAME LINE NORTH 89°58'05" WEST 889.44 FEET TO THE SOUTH QUARTER CORNER OF SECTION 30; THENCE STILL ALONG SAME NORTH 89°46'51" WEST 706.17 FEET TO A POINT IN SAID SOUTH LINE AND CORNER TO LANDS RETAINED BY OWNER; THENCE NORTH 00°13'09" EAST 527.84 FEET TO A POINT IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF VIA LINDA ROAD (110 FEET WIDE); THENCE ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF VIA LINDA NORTH 72°25'00" EAST 480.00 FEET TO A POINT OF CURVATURE STILL IN SAME;

THENCE STILL ALONG SAME IN PART AND PARTLY ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF A SERVICE ROAD CURVING TO THE RIGHT WITH A RADIUS OF 20 FEET AND AN ARC DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY IN SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE SERVICE ROAD (60 FEET WIDE); THENCE STILL ALONG SAME SOUTH 17°35'00" EAST 25 FEET TO A POINT OF CURVATURE IN SAME; THENCE STILL ALONG SAME CURVING TO THE LEFT WITH A RADIUS OF 265 FEET AND AN ARC DISTANCE OF 416.28 FEET TO A POINT OF TANGENCY IN SAME; THENCE STILL ALONG SAME NORTH 72°25'00" EAST 808.86 FEET TO A POINT IN SAME AND IN THE LINE OF LANDS RETAINED BY OWNER; THENCE SOUTH 00°01'55" WEST 710.97 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 914766.25 SQUARE FEET, OR 21.000 ACRES MORE OR LESS.

EXHIBIT C, PAGE 8 OF 13

LEGALS

2. SMALL PARCEL BOUNDARY (AS-SURVEYED)

A PORTION OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN DOCKET 14845 PG. 110 MARICOPA COUNTY RECORDS; THENCE SOUTH 72°25'53" WEST ALONG THE NORTH LINE OF SAID PARCEL, 218.59 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 33°52'02" EAST, 228.12 FEET; THENCE SOUTH 17°04'31" WEST, 181.36 FEET; THENCE SOUTH 54°55'04" WEST, 363.89 FEET; THENCE SOUTH 85°30'00" WEST, 584.51 FEET; THENCE NORTH 42°12'04" WEST, 355.45 FEET; THENCE NORTH 29°19'00" EAST, 326.07 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT; THENCE EASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 265.00 FEET, WITH A CHORD BEARING SOUTH 70°07'16" EAST, 322.26 FEET, THROUGH A CENTRAL ANGLE OF 74°53'40", AN ARC LENGTH OF 346.40 FEET; THENCE NORTH 72°25'53" EAST, 590.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 458688.65 SQUARE FEET OR 10.530 ACRES MORE OR LESS.

3. ENCLOSURE BOUNDARY (AS-SURVEYED)

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 30, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 30 BEARS SOUTH 89°57'12" EAST, A DISTANCE OF 2635.29 FEET; THENCE NORTH 89°45'58" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST CORNER OF SAID SECTION 30, 223.63 FEET; THENCE NORTH 00°00'00" EAST, 211.81 FEET TO THE POINT OF BEGINNING; THENCE NORTH 40°53'05" WEST, 15.30 FEET; THENCE NORTH 49°05'27" EAST, 41.21 FEET; THENCE SOUTH 40°53'05" EAST, 15.31 FEET; THENCE SOUTH 49°06'55" WEST, 41.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 630.56 SQUARE FEET OR 0.014 ACRES, MORE OR LESS.

4. GENERATOR BOUNDARY (AS-SURVEYED)

A PORTION OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION BEARS SOUTH 89°57'12" EAST, A DISTANCE OF 2635.29 FEET; THENCE ALONG THE SOUTH LINE OF SAID SECTION THENCE NORTH 89°45'58" WEST, A DISTANCE OF 223.63 FEET; THENCE DEPARTING SAID LINE NORTH 00°00'00" EAST, A DISTANCE OF 211.81 FEET; THENCE NORTH 24°25'52" WEST, A DISTANCE OF 6.79 FEET; THENCE SOUTH 48°52'17" WEST, A DISTANCE OF 1.12 FEET; THENCE NORTH 71°42'08" WEST, A DISTANCE OF 9.28 FEET; THENCE NORTH 41°26'42" WEST, A DISTANCE OF 45.46 FEET; THENCE NORTH 48°52'33" EAST, A DISTANCE OF 20.25 FEET; THENCE SOUTH 41°35'21" EAST, A DISTANCE OF 29.32 FEET; THENCE SOUTH 48°24'39" WEST, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 48°34'57" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 41°25'03" WEST, A DISTANCE OF 12.00 FEET; THENCE NORTH 48°34'57" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 41°25'03" EAST, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT C, PAGE 9 OF 13

LEGALS

5. MAIN ANTENNA BOUNDARY (AS-SURVEYED)

A PORTION OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION BEARS SOUTH 89°57'12" EAST, A DISTANCE OF 2635.29 FEET; THENCE ALONG THE SOUTH LINE OF SAID SECTION NORTH 89°45'58" WEST, A DISTANCE OF 100.04 FEET; THENCE DEPARTING SAID LINE NORTH 00°00'00" EAST, A DISTANCE OF 167.64 FEET TO A POINT HEREON REFERRED TO AS POINT "A", ALSO BEING THE POINT OF BEGINNING;

THENCE NORTH 41°03'56" WEST, 2.00 FEET; THENCE NORTH 48°56'04" EAST, 4.00 FEET; THENCE SOUTH 41°03'56" EAST, 2.00 FEET; THENCE SOUTH 48°56'04" WEST, 4.00 FEET TO THE POINT OF BEGINNING;

AND, COMMENCING AT SAID POINT "A"; THENCE NORTH 43°30'47" WEST, 117.29 FEET TO THE POINT OF BEGINNING; THENCE NORTH 41°03'56" WEST, 4.00 FEET; THENCE NORTH 48°56'04" EAST, 2.00 FEET; THENCE SOUTH 41°03'56" EAST, 4.00 FEET; THENCE SOUTH 48°56'04" WEST, 2.00 FEET TO THE POINT OF BEGINNING;

AND, COMMENCING AT SAID POINT "A"; THENCE NORTH 19°24'02" WEST, 117.70 FEET TO THE POINT OF BEGINNING; THENCE NORTH 41°03'56" WEST, 4.00 FEET; THENCE NORTH 48°56'04" EAST, 2.00 FEET; THENCE SOUTH 41°03'56" EAST, 4.00 FEET; THENCE SOUTH 48°56'04" WEST, 2.00 FEET TO THE POINT OF BEGINNING.

6. MICROWAVE ANTENNA BOUNDARY

NONE

7. PARKING SPACE BOUNDARY

NONE

8. TEMP/CONSRUCTION AREA (AS-SURVEYED)

SAME AS SMALL PARCEL BOUNDARY

9. SIGNAL ROUTE CENTERLINE

A 5.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION BEARS SOUTH 89°57'12" EAST, A DISTANCE OF 2635.29 FEET; THENCE ALONG THE SOUTH LINE OF SAID SECTION NORTH 89°45'58" WEST, A DISTANCE OF 199.29 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 247.92 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 54°11'59" EAST, 18.60 FEET TO A POINT HEREON REFERRED TO AS POINT "A"; THENCE NORTH 40°02'28" WEST, 4.58 FEET; THENCE NORTH 48°55'13" EAST, 47.90 FEET; THENCE SOUTH 41°17'51" EAST, 17.46 FEET; THENCE NORTH 47°21'56" EAST, 1.03 FEET TO THE POINT OF TERMINUS;

ALSO, BEGINNING AT SAID POINT "A"; THENCE SOUTH 41°03'56" EAST, 122.21 FEET; THENCE NORTH 48°08'28" EAST, 6.96 FEET; THENCE SOUTH 49°29'17" EAST, 1.34 FEET TO THE POINT OF TERMINUS.

EXHIBIT C, PAGE 10 OF 13

LEGALS

10. MICROWAVE SIGNAL ROUTE CENTERLINE

NONE

11. POWER ROUTE CENTERLINE (AS-SURVEYED)

A 5.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION BEARS SOUTH 89°57'12" EAST, A DISTANCE OF 2635.29 FEET; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION NORTH 89°45'58" WEST, A DISTANCE OF 223.63 FEET; THENCE DEPARTING SAID LINE NORTH 00°00'00" EAST, A DISTANCE OF 211.81 FEET; THENCE NORTH 40°53'05" WEST, A DISTANCE OF 5.26 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 49°08'55" WEST, 3.86 FEET; THENCE NORTH 41°26'42" WEST, 140.42 FEET; THENCE NORTH 33°24'42" EAST, 99.34 FEET; THENCE NORTH 28°17'22" EAST, 182.52 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 270.00 FEET AND A CHORD BEARING NORTH 26°23'02" WEST, A DISTANCE OF 82.76 FEET; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°37'54", AN ARC LENGTH OF 83.09 FEET; THENCE NORTH 17°34'05" WEST, 25.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET AND A CHORD BEARING NORTH 62°33'44" WEST, A DISTANCE OF 21.22 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'42", AN ARC LENGTH OF 23.58 FEET; THENCE SOUTH 72°25'55" WEST, 78.90 FEET TO THE POINT OF TERMINUS.

12. FIBER OPTIC ROUTE CENTERLINE (AS-SURVEYED)

ROUTE 1 DESCRIPTION

A 4.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING 2.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION BEARS SOUTH 89°57'12" EAST, A DISTANCE OF 2635.29 FEET; THENCE ALONG THE SOUTH LINE OF SAID SECTION NORTH 89°45'58" WEST, A DISTANCE OF 223.63 FEET; THENCE DEPARTING SAID LINE NORTH 00°00'00" EAST, A DISTANCE OF 211.81 FEET; THENCE NORTH 24°25'52" WEST, A DISTANCE OF 6.79 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 46°52'17" WEST, A DISTANCE OF 1.12 FEET; THENCE NORTH 71°42'08" WEST, A DISTANCE OF 9.28 FEET; THENCE NORTH 41°26'42" WEST, A DISTANCE OF 131.24 FEET; THENCE NORTH 33°24'42" EAST, A DISTANCE OF 99.34 FEET; THENCE NORTH 28°17'22" EAST, A DISTANCE OF 188.12 FEET TO THE POINT OF TERMINUS.

EXHIBIT C, PAGE 11 OF 13

LEGALS

12. FIBER OPTIC ROUTE CENTERLINE (AS-SURVEYED)

ROUTE 2 DESCRIPTION

A 4.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING 2.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION BEARS SOUTH 89°57'12" EAST, A DISTANCE OF 2635.29 FEET; THENCE ALONG THE SOUTH LINE OF SAID SECTION NORTH 89°45'58" WEST, A DISTANCE OF 223.63 FEET; THENCE DEPARTING SAID LINE NORTH 00°00'00" EAST, A DISTANCE OF 211.81 FEET; THENCE NORTH 24°25'52" WEST, A DISTANCE OF 6.79 FEET; THENCE SOUTH 46°52'17" WEST, A DISTANCE OF 1.12 FEET; THENCE NORTH 71°42'08" WEST, A DISTANCE OF 9.28 FEET; THENCE NORTH 41°26'42" WEST, A DISTANCE OF 45.46 FEET; THENCE NORTH 48°52'33" EAST, A DISTANCE OF 20.25 FEET; THENCE SOUTH 41°35'21" EAST, A DISTANCE OF 29.32 FEET; THENCE NORTH 60°16'58" EAST, A DISTANCE OF 25.56 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 38°44'33" WEST, A DISTANCE OF 9.63 FEET; THENCE NORTH 48°42'16" EAST, A DISTANCE OF 287.57 FEET TO THE POINT OF TERMINUS;

13. TELEPHONE ROUTE CENTERLINE (AS-SURVEYED)

SAME AS POWER ROUTE CENTERLINE

14. GAS ROUTE CENTERLINE

NONE

15. VEHICLE ROUTE CENTERLINE (AS-SURVEYED)

A 12.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN DOCKET 14845 PG. 110 MARICOPA COUNTY RECORDS; THENCE SOUTH 72°25'53" WEST ALONG THE NORTH LINE OF SAID PARCEL, 245.93 FEET TO THE POINT OF BEGINNING.

THENCE DEPARTING SAID NORTH LINE SOUTH 15°43'09" EAST, 51.84 FEET; THENCE SOUTH 40°10'33" EAST, 174.64 FEET; THENCE SOUTH 01°01'20" WEST, 55.34 FEET TO A POINT HEREIN KNOWN AS POINT "A"; THENCE SOUTH 30°09'52" WEST, A DISTANCE OF 72.65 FEET; THENCE SOUTH 48°29'55" WEST, A DISTANCE OF 356.47 FEET; THENCE NORTH 90°00'00" WEST, 505.65 FEET; THENCE SOUTH 50°45'56" WEST, 84.13 FEET; THENCE NORTH 39°41'31" WEST, 208.66 FEET; THENCE SOUTH 50°18'29" WEST, 16.81 FEET; THENCE NORTH 41°08'11" WEST, 63.08 FEET; THENCE NORTH 48°52'33" EAST, 39.37 FEET; THENCE SOUTH 41°35'21" EAST, 29.32 FEET TO THE POINT OF TERMINUS.

TOGETHER WITH A 12.00 FOOT WIDE STRIP OF LAND LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT SAID POINT "A"

THENCE NORTH 39°46'04" WEST, 286.74 FEET TO THE POINT OF TERMINUS.

EXHIBIT C, PAGE 12 OF 13

LEGALS

16. PEDESTRIAN ROUTE CENTERLINE

NONE

17. TEMPORARY CONSTRUCTION VEHICLE ROUTE CENTERLINE (AS-SURVEYED)

SAME AS SMALL PARCEL BOUNDARY

18. OFFSITE POWER CENTERLINE

NONE

19. OFFSITE TELEPHONE CENTERLINE

NONE

20. OFFSITE GAS CENTERLINE

NONE

EXHIBIT C, PAGE 13 OF 13

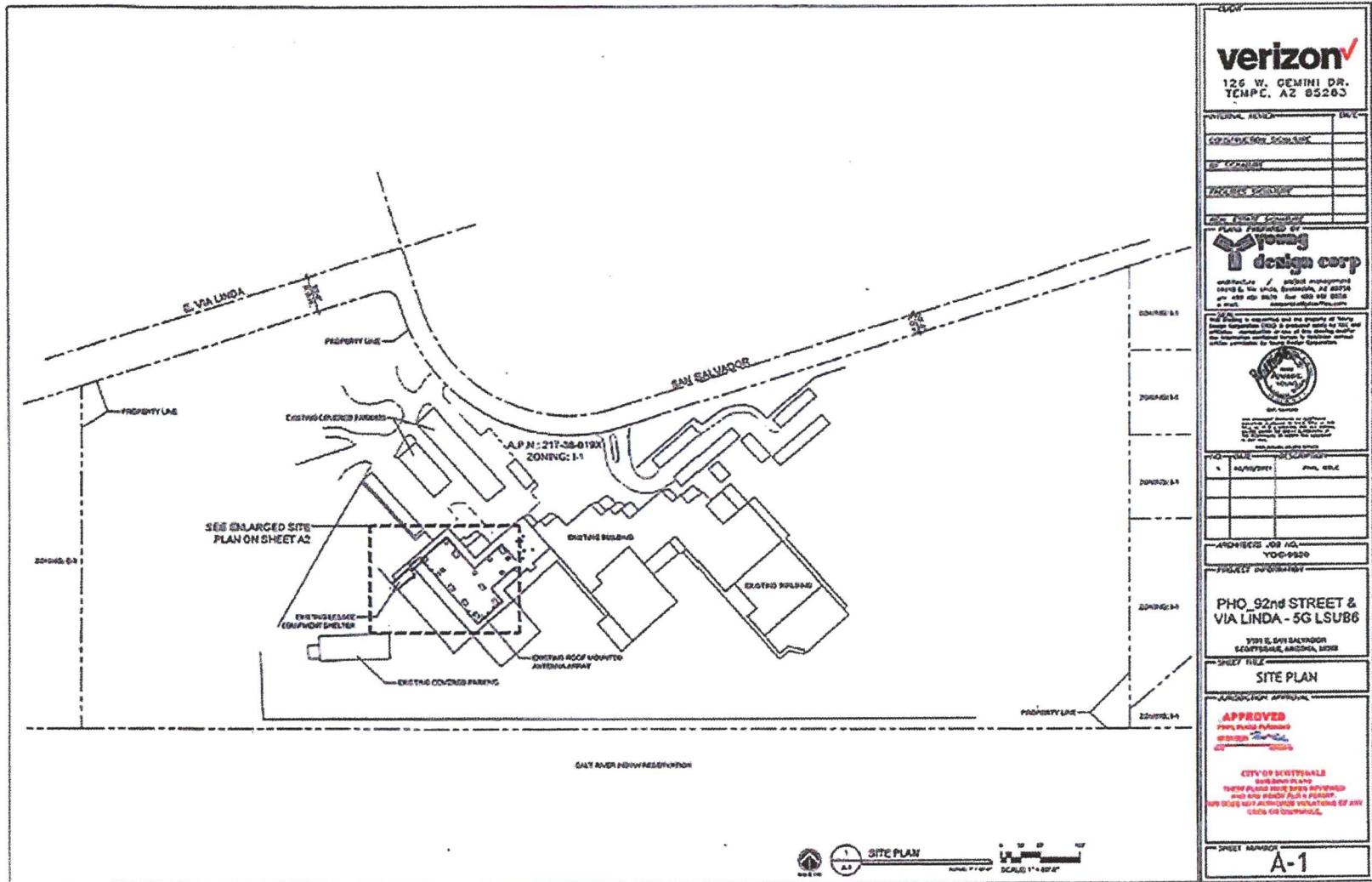
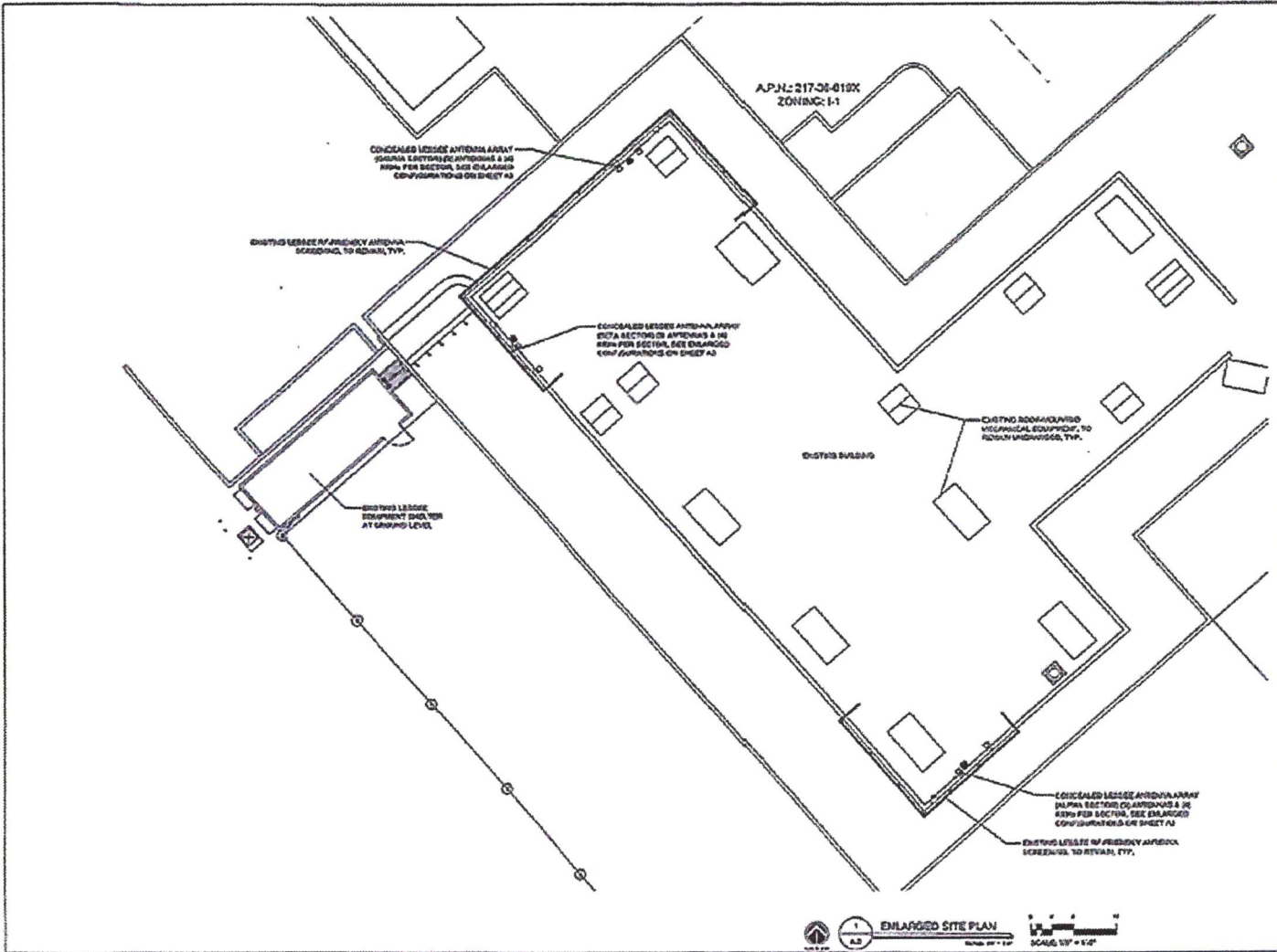


Exhibit D
Site Plan
Page 2 of 3



verizon
126 W. GEMINI DR.
TEMPE, AZ 85283

PROFESSIONAL REVIEW: _____ DATE: _____
 ENGINEER'S SIGNATURE: _____
 AS TOOKER: _____
 FAVORITE SIGNATURE: _____

FOR MORE INFORMATION
PLEASE CONTACT US AT
Young design corp
 architecture / project management
 4000 E. Via Encina, Scottsdale, AZ 85262
 PH: 480.454.8010 FAX: 480.454.8028
 e-mail: contact@youngdesign.com

SCALE: This drawing is prepared under the authority of the Professional Engineer's License No. 12000, State of Arizona. It is not to be used for any other purpose without the written consent of the Professional Engineer.

PROJECT INFORMATION:
 ARCHITECTS JOB NO.: YDC-0420
 PROJECT DESCRIPTION:
PHO 92nd STREET & VIA LINDA - 5G LSUBS
 501 E. BISHOPWOOD
 SCOTTSDALE, ARIZONA, 85262

SHEET TITLE:
ENLARGED SITE PLAN

APPROVED
 FINAL PLANS PREPARED
 DRAWING: [Signature]
 DATE: [Date]

CITY OF SCOTTSDALE
 ENLARGED PLANS
 THESE PLANS HAVE BEEN REVIEWED
 AND ARE READY FOR A PERMIT
 BUT DOES NOT GUARANTEE THE ACCURACY OF ANY
 DATA OR INFORMATION.

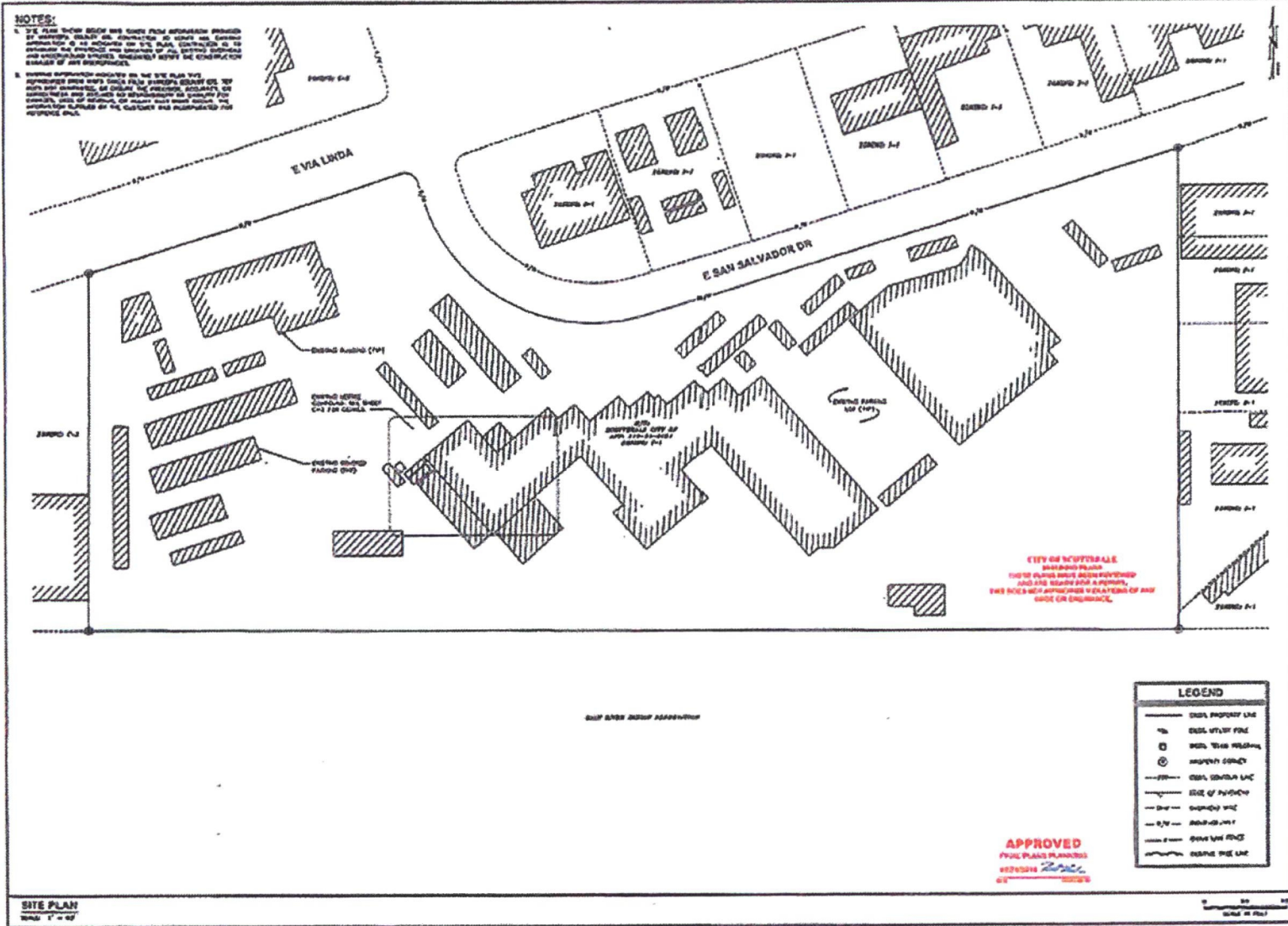
SHEET NUMBER
A-2

BUILDING PLAN CHECK 64130-11

Exhibit D
Site Plan
Page 3 of 3

Exhibit D
Page 3 of 3

COS Contract No. 2026-016-COS



verizon
 4800 W. 12th St.
 Overland Park, KS 66204

PHOTOGRAPHY
 PHO 92ND & VIA LINDA
 AVES-3
 [Signature]
 02/28/2024

SITE PLAN
 SHEET NO. 1
 OF 1
C-1

Exhibit E
 Page 2 of 6

Exhibit E
 Page 2 of 6

COS Contract No. 2026-016-COS

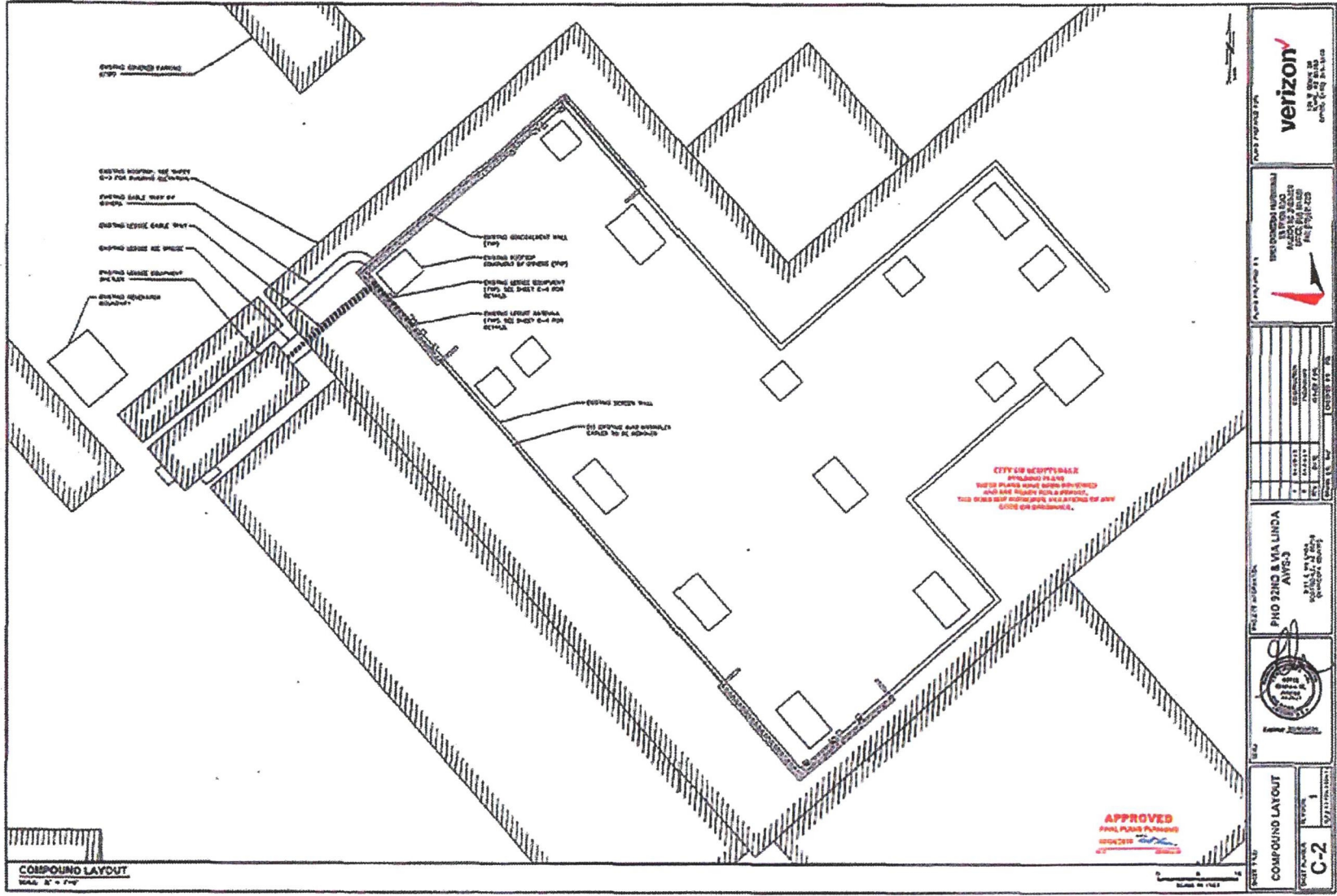
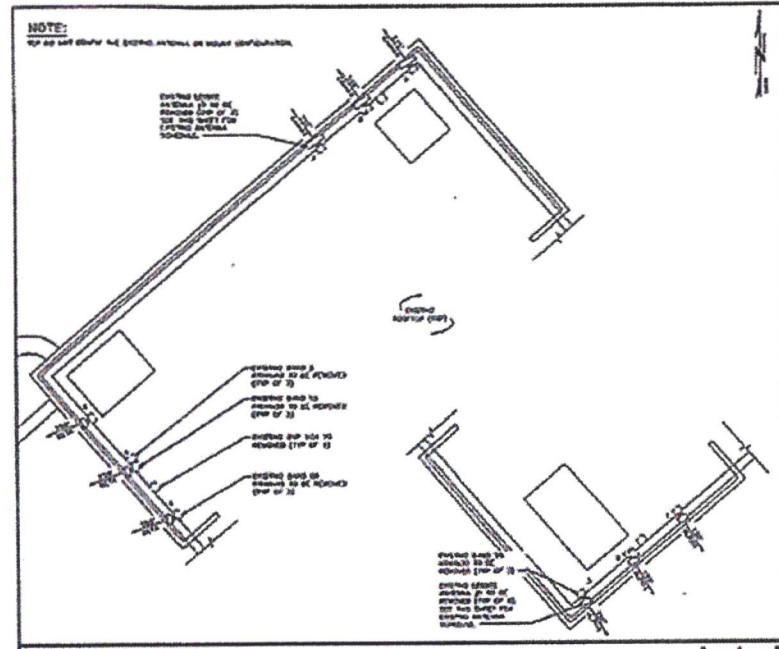
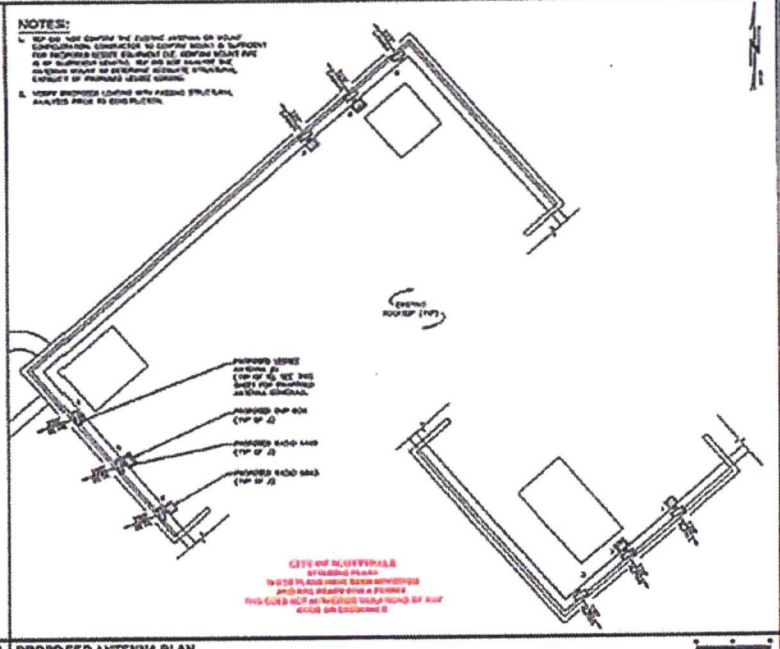


Exhibit E
Page 3 of 6



EXISTING ANTENNA PLAN
SCALE: 1/8" = 1'-0"



PROPOSED ANTENNA PLAN
SCALE: 1/8" = 1'-0"

SECTION	FEED	TYPE	ANTENNA # (DESCRIPTION)	HEIGHT (FEET)	CABLE TYPE	ANTENNA (FT)	CABLE LENGTH	TOTAL LENGTH	TYPE	INFEED	RADIO	SEP DIST
ALPHA	1	STANDARD	ANTENNA #1 (STANDARD)	150	100	100	100	100	100	100	100	100
ALPHA	2	STANDARD	ANTENNA #2 (STANDARD)	150	100	100	100	100	100	100	100	100
BETA	1	STANDARD	ANTENNA #3 (STANDARD)	150	100	100	100	100	100	100	100	100
BETA	2	STANDARD	ANTENNA #4 (STANDARD)	150	100	100	100	100	100	100	100	100
GAMMA	1	STANDARD	ANTENNA #5 (STANDARD)	150	100	100	100	100	100	100	100	100
GAMMA	2	STANDARD	ANTENNA #6 (STANDARD)	150	100	100	100	100	100	100	100	100
GAMMA	3	STANDARD	ANTENNA #7 (STANDARD)	150	100	100	100	100	100	100	100	100
GAMMA	4	STANDARD	ANTENNA #8 (STANDARD)	150	100	100	100	100	100	100	100	100

EXISTING ANTENNA SCHEDULE
SCALE: 1/8" = 1'-0"

NOTES:
1. ANTENNA TO BE INSTALLED WITHIN 30 DAYS AND OUT PROCEEDED BY APPROVAL PROCESS IN 30 DAYS AFTER APPROVAL PROCESS IN THIS TABLE.
2. CONTRACTOR TO VERIFY LOCATION AND STRUCTURAL ANALYSIS PRIOR TO CONSTRUCTION OF STRUCTURAL ANALYSIS AND NOT BE USED FOR OTHER PURPOSES OR TO EXCEED CONSTRUCTION WITHOUT MODIFICATION.

SECTION	FEED	TYPE	ANTENNA # (DESCRIPTION)	HEIGHT (FEET)	CABLE TYPE	ANTENNA (FT)	CABLE LENGTH	TOTAL LENGTH	TYPE	INFEED	RADIO	SEP DIST
ALPHA	1	STANDARD	ANTENNA #1 (STANDARD)	150	100	100	100	100	100	100	100	100
ALPHA	2	STANDARD	ANTENNA #2 (STANDARD)	150	100	100	100	100	100	100	100	100
BETA	1	STANDARD	ANTENNA #3 (STANDARD)	150	100	100	100	100	100	100	100	100
BETA	2	STANDARD	ANTENNA #4 (STANDARD)	150	100	100	100	100	100	100	100	100
GAMMA	1	STANDARD	ANTENNA #5 (STANDARD)	150	100	100	100	100	100	100	100	100
GAMMA	2	STANDARD	ANTENNA #6 (STANDARD)	150	100	100	100	100	100	100	100	100
GAMMA	3	STANDARD	ANTENNA #7 (STANDARD)	150	100	100	100	100	100	100	100	100
GAMMA	4	STANDARD	ANTENNA #8 (STANDARD)	150	100	100	100	100	100	100	100	100

PROPOSED ANTENNA SCHEDULE
SCALE: 1/8" = 1'-0"

verizon

PROJECT INFORMATION

PROJECT NO. 2026-016-COS

DATE: 10/15/2025

PROJECT: ANTENNA SCHEDULE

PROJECT LOCATION: 1000 S. GARDEN ST., ALHAMBRA, CA 91803

PROJECT OWNER: CITY OF ALHAMBRA

PROJECT MANAGER: PHO DINH & VISA LINDA

PROJECT NO. 2026-016-COS

PROJECT TITLE: ANTENNA INFORMATION

PROJECT NO. 2026-016-COS

PROJECT TITLE: ANTENNA INFORMATION

PROJECT NO. 2026-016-COS

PROJECT TITLE: ANTENNA INFORMATION

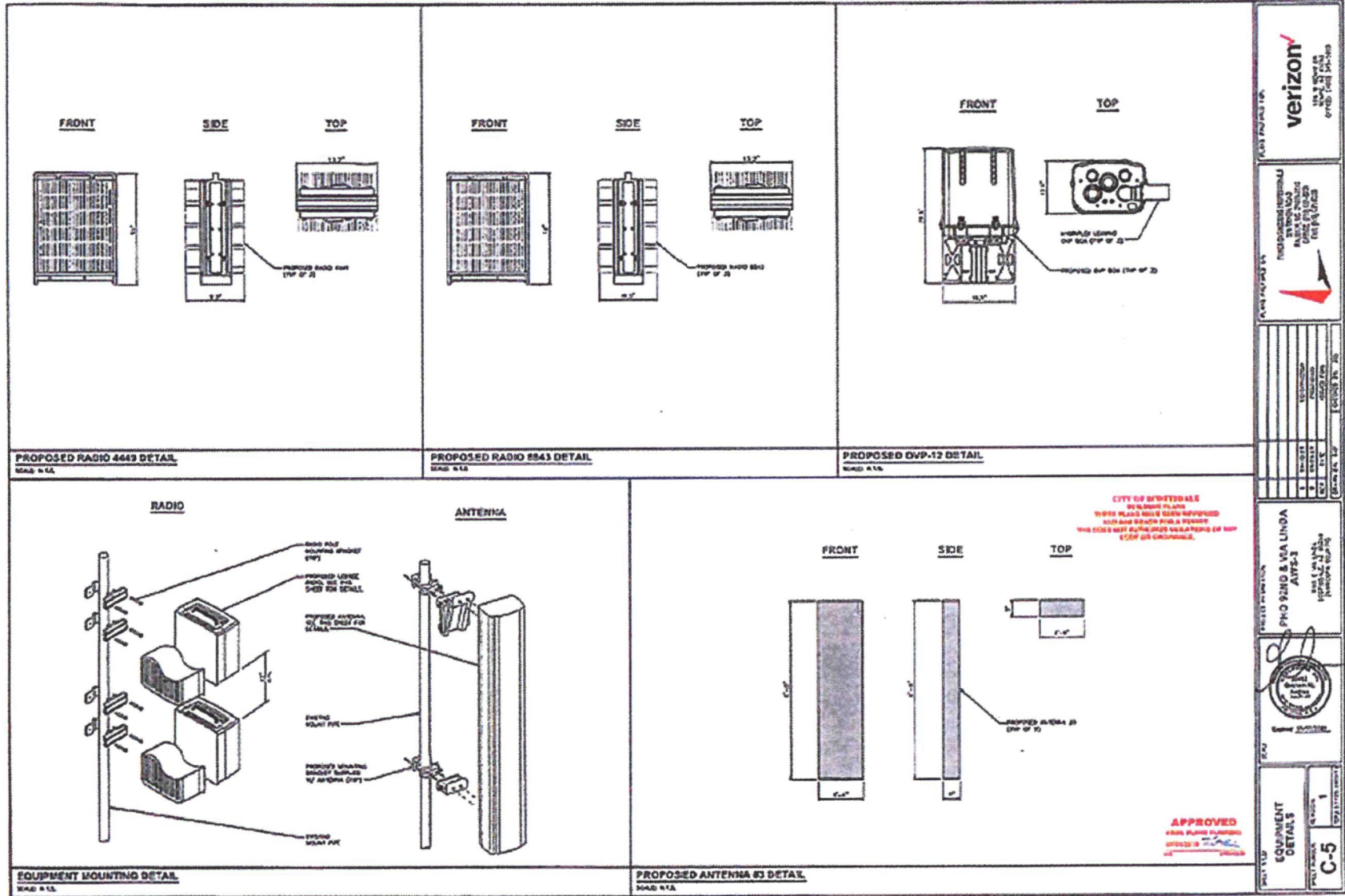


Exhibit E
Page 6 of 6