

LICENSE AGREEMENT
FOR WIRELESS COMMUNICATIONS SITE
IN PYRAMID PEAK WATER TREATMENT FACILITY

This License Agreement (the "Agreement") is effective as of the date of the latter signature below (the "Effective Date"), and is by and between the City of Glendale, an Arizona municipal corporation (the "City"), and Verizon Wireless (VAW) LLC, a Delaware limited liability company, d/b/a Verizon Wireless, whose address is One Verizon Way, Mail Stop 4AW 100, Basking Ridge, New Jersey 07920 ("Licensee").

WHEREAS, the City is the owner of certain real property known as Pyramid Peak Water Treatment Facility located at 67th Avenue & Pyramid Peak Rd, as legally described in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, the City wishes to license to Licensee, and Licensee wishes to license from the City, the "License Area" (as described and defined below) for Licensee's use for a telecommunications facility and related purposes, pursuant to the terms of this Agreement;

THEREFORE, in consideration of the following mutual covenants, terms and conditions, it is hereby agreed as follows:

1. LICENSE AREA.

Pursuant to the terms of this Agreement, Licensor hereby licenses to Licensee the "License Area" (as defined herein) for the duration of the "Term" (as defined below). The "License Area" shall be defined as and include following:

- A. An approximately forty-one foot (41') by eighteen-foot four-inch (18'4") portion of ground space consisting of approximately seven hundred fifty-two (752) square feet (the "Equipment Space"), for Licensee's monopalm antenna structure (the "Monopalm") to be used solely for Licensee's panel antennas (the "Antennas"). The Antennas will be consistent in size, placement and design as described and depicted in the site plans attached as Exhibit "B" attached to the Agreement (the "Site Plans");
- B. An approximately nine-foot (9') by eighteen-foot (18') portion of ground space consisting of approximately one hundred sixty-two (162) square feet for Licensee's proposed parking space ("Parking Space"), together with access and utilities purposes along an eight foot (8') wide right of way connecting the Parking Space to the Equipment Space, and for Licensee's proposed access door; all as particularly described and depicted in the Site Plans;
- C. A twelve-foot (12') wide right of way for an underground conduit and cable route, and for access purposes to and from the Equipment Space, for Licensee's conduits, cables, lines and connections along the route described in the Site Plans.

- D. A four-foot (4') wide right of way for an underground conduit and cable route for Licensee's utilities, including an electrical service and telephone conduit and cable along the route described in the Site Plan.

All of Licensee's equipment, including the Monopalm, the Antennas, the equipment shelter, generator and related appurtenances, transmission lines, conduits and cables shall collectively be referred to herein as the "Communication Equipment").

2. CITY'S REPRESENTATIONS AND WARRANTIES.

- A. The City represents and warrants to Licensee that: (1) the City has full right, power and authority to execute this Agreement; (2) the City has good and unencumbered title to the License Area free and clear of any liens or mortgages, except those disclosed to the Licensee that will not interfere with Licensee's right to use the License Area; and (3) the City's execution and performance of this Agreement will not violate any laws, ordinances, covenants, restrictions, easements, agreements, reservations, mortgages, licenses or other agreements binding on the City for the Licensed Area.
- B. The Licensee has studied and inspected the License Area and accepts the same "AS IS" without any express or implied warranties of any kind, other than those warranties contained in subsection (A) immediately above, including any warranties or representations by the City as to its condition or fitness for any particular use. The Licensee has inspected the License Area and obtained such information and professional advice as the Licensee has determined to be necessary related to this Agreement.

3. GRANT OF LICENSE; TERM.

The City grants to Licensee the right to use the License Area subject to the following provisions and conditioned upon Licensee's timely and complete performance of all of its obligations hereunder:

- A. The initial term of this License Agreement shall be for a period of ten (10) years (the "Initial Term"), commencing on the Commencement Date of the agreement (as defined in paragraph 4.C below (the "Commencement Date") first day of the month and ending at 11:59 p.m. on the day immediately preceding the tenth (10th) anniversary thereof, unless sooner terminated as stated herein. This Agreement shall be automatically renewed for no more than three successive five-year Renewal Terms, unless Licensor or Licensee notifies the other party in writing of such party's intent not to renew this Agreement at least one hundred eighty (180) days prior to the expiration of the Initial Term or any Renewal Term, as applicable.
- B. If Licensee continues to occupy the Licensed Area after the expiration or termination of this Agreement, holding over will not be considered to operate as a

renewal or extension of this Agreement, but shall be a month-to-month license and the Licensee must pay the City fees in an amount that is double the amount of normal license fee that would otherwise be due under Section 4.

- C. Licensee shall not hold-over or continue to occupy the License Area at the conclusion of the expiration of the Initial Term or any subsequent Renewal Period without the express written consent of the City.
- D. Notwithstanding any provision in this License to the contrary, and notwithstanding any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the parties, Licensee's rights in the License Area are limited to the rights created by this Agreement, which creates only a license in the License Area. The City and the Licensee do not by this instrument intend to create a lease, easement or other real property interest. The Licensee shall have no real property interest in the License Area. Licensee's sole remedy for any breach or threatened breach of this Agreement by the City shall be an action for damages. Licensee's rights hereunder are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the License Area. Notwithstanding the preceding sentence, the City shall provide to Licensee peaceable use and enjoyment of the License Area in accordance with the terms of this Agreement. Licensee's rights hereunder are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or hereafter having jurisdiction over the License Area or Licensee's use thereof.

4. LICENSE FEES; COSTS.

- A. Commencing upon the Commencement Date throughout the duration of the Initial Term and any applicable Renewal Term(s), Licensee shall pay, in advance, and without notice and free from all claims, deductions and setoffs against the City, a license fee in the amount of Thirty-Five Thousand Dollars (\$35,000.00) per annum, plus all appropriate taxes (the "License Fee").
- B. Commencing upon the first annual anniversary of the Commencement Date, the License Fee shall be subject to annual increases in the amount of three percent (3%) over the annual License Fee rate of the previous year.
- C. City and Licensee acknowledge and agree that the initial License Fee payment shall not actually be sent by Licensee until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, Licensee shall send to the City the initial License Fee payment by February 13.

- D. If the Licensee fails to pay any license fee in full on or before the due date, the Licensee is responsible for interest on the unpaid principal balance at the rate of 18% per annum from the due date until payment is made in full.

5. UTILITIES.

Licensee shall pay for all utilities necessary to operate the Communication Equipment, which utilities shall be separately metered from any of the City's utilities.

6. USE RESTRICTIONS.

Licensee's use and occupation of the License Area shall conform to all of the following provisions:

- A. Licensee acknowledges that the License Area is located near city facilities. Licensee shall at all times use its best efforts to minimize any impact that its use of the License Area.
- B. Licensee may remove, relocate (within the License Area), modify, replace or alter in any way any of Licensee's Communication Equipment within the License Area without the City's prior written approval. Licensee shall repair any damage, modification or alteration to the City's property caused by Licensee's use of the Licensed Area to the same condition that existed before the damage or alteration occurred.
- C. Whenever the Licensee performs construction activities within the Licensed Area, the Licensee shall obtain all necessary construction permits and promptly, upon completion of construction, restore the remaining Licensed Area to the condition existing prior to construction to the satisfaction of the City's Project Manager. If the Licensee fails to restore the Licensed Area as required, the City may take all reasonable actions necessary to restore the Licensed Area, and the Licensee, within twenty (20) days of demand and receipt of an invoice, together with reasonable supporting documentation, will pay all of the City's reasonable costs of restoration.
- D. Licensee shall use the License Area solely for installing, operating, maintaining repairing, modifying and removing the Communication Equipment. The Communication Equipment is limited to the equipment and facilities listed in Section 1 above and Exhibit B attached hereto, equivalent or smaller replacement equipment, and such other items as may be approved by the City, in its sole discretion, in writing.
- E. Licensee shall have non-exclusive rights for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle for the construction, installation, operation, maintenance, modification and removal of the Communication Equipment.

- F. Licensee shall at all times have on call and at the City's disposal an active, qualified, competent and experienced representative to supervise the Communication Equipment, who shall be authorized to act for the Licensee in matters pertaining to all emergencies and the day-to-day operation of the Communication Equipment. Such person need not be stationed at the Licensed Area. Licensee shall provide the City's Project Manager or designee with the names, addresses and 24-hour telephone numbers of such persons in writing.
- G. Licensee shall operate the License Area in a first-class manner; shall furnish prompt, clean and courteous service; and shall keep the License Area attractively maintained, orderly, clean and sanitary at all times. Licensee shall not employ any persons in or about the License Area who shall fail to be clean, courteous, efficient and neat in appearance.
- H. There shall be no guaranteed number of parking places available for the License Area.
- I. Licensee acknowledges that the Licensee's use of the License Area shall be subject and subordinate to the City's operation.
- J. Licensee shall not install, operate or allow the use of equipment, methodology or technology that may interfere with the optimum effective use or operation of the City's fire, emergency or other communication equipment, methodology or technology (*i.e.*, voice or other data receiving and/or transmitting equipment) that is presently in use or may be in use in the future. If such interference occurs, Licensee shall immediately discontinue using such equipment, methodology or technology that causes the interference until corrective measures are taken. Any such corrective measures shall be made at no cost to the City. If the City installs any fire, emergency or communication equipment in the Property (outside the License Area), Licensee will take reasonable corrective measures to avoid interference problems between Licensee's Communication Equipment and the City's equipment. The City and Licensee shall promptly use their best reasonable efforts to resolve any interference problems; provided that if the interference problems are unavoidable, the City's right to use the City's own equipment remains paramount to any use of the License Area by Licensee, but Licensee shall have two (2) years prior to being required to discontinue or permanently relocate the Communications Equipment.
- K. Licensee shall not install any signs, other than required safety warning signs or such other signs as are requested or approved by the City. Licensee shall bear all costs pertaining to the erection, installation, maintenance and removal of all of its signs.

7. USE OF HAZARDOUS MATERIAL PROHIBITED

Licensee shall not produce, generate, dispose of, transport, treat, use or store any hazardous waste, hazardous substance, pollutant or contaminant upon or about the Property, including the Licensed Area, in violation of the Arizona Hazardous Waste Management Act, A.R.S. Sec. 49-901 *et seq.* the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. 2601 *et seq.*, or any other federal, state or local law pertaining to hazardous waste, hazardous substances, pollutants or contaminants. The preceding sentence does not apply to proper and lawful use and disposal of properly maintained "gel-cel" batteries supplying backup electrical power to the Communication Equipment. Licensee shall not use the Property, including the License Area, in a manner that violates with any regulations, permits or approvals issued by any federal or state agency. Except to the extent caused by or arising out of the negligence of the City or its employees and assigns, the Licensee shall defend, indemnify and hold the City harmless against any loss or liability incurred by reason of release or threatened release of any hazardous waste, hazardous substance, pollutant or contaminant the License Area, attributable to the extent such release or threatened release is caused by the Licensee. Licensee shall immediately notify the City and, if applicable, any federal or state agency of any release or threatened release of a hazardous waste, hazardous substance, pollutant or contaminant at any time such release or threat of release is discovered or found to exist. Licensee shall promptly and without a request by the City provide the City's Environmental Program Manager with copies of all written communications between the Licensee and any governmental agency concerning environmental inquiries, reports or problems in the Property. Except to the extent caused by or arising out of the negligence of the Licensee or its employees and assigns, the City shall defend, indemnify and hold the Licensee harmless against any loss or liability incurred by reason of release or threatened release of any hazardous waste, hazardous substance, pollutant or contaminant the Property (outside the License Area), attributable to the extent such release or threatened release is caused by the City.

8. LICENSEE'S IMPROVEMENTS; GENERAL REQUIREMENTS.

The following provisions shall govern all improvements, repairs, installation and other construction, removal, demolition or similar work of any description by the Licensee related to the Communication Equipment or the License Area (collectively referred to as the "Licensee's Improvements"):

- A. All of Licensee's Improvements shall be designed, installed and purchased at Licensee's sole expense. In no event, including termination of this Agreement for any reason, shall the City be obligated to compensate the Licensee in any manner for any of Licensee's Improvements or other work undertaken by the Licensee during or related to this Agreement. The Licensee shall timely pay for all such labor, materials and work and all professional and other services related to Licensee's Improvements and shall defend, indemnify and hold harmless the City against all such claims.

- B. All work performed in the License Area by Licensee shall be performed in a workmanlike manner, as reasonably determined by the City, and shall be diligently pursued to completion and in conformance with all building codes and similar requirements. All of Licensee's Improvements shall be high quality, safe, fire resistant, modern in design and attractive in appearance, all as approved by the City. The City's approval shall not be unreasonably withheld, conditioned or delayed.
- C. All of Licensee's Improvements (except for the Communication Equipment) shall become fixtures and part of the City's real property.
- D. Licensee acknowledges that as of the Effective Date, the City has not approved or promised to approve any plans for Licensee's Improvements, except for those improvements already in place or to the extent expressly stated in this Agreement.
- E. Licensee shall diligently pursue the installation of all approved Licensee's Improvements and shall complete installation of all Licensee's Improvements no later than eighteen (18) months after such Licensee's Improvements are approved by the City.
- F. Licensee shall make no initial structural or grading alterations, modifications or, additions or other significant construction work to its own equipment or facilities within the License Area until the City has reviewed and approved all improvements, equipment, fixtures, paint and other construction work of any description as described in all plans delivered by the Licensee to the City. All such plans and construction are subject to inspection and final approval by the City as to colors, materials, site plan, design, function and appearance.
- G. I All changes to utility facilities shall be limited to the License Area and shall be undertaken by the Licensee only with the written consent of the City. Such consent shall not be unreasonably withheld, conditioned or delayed.
- H. All of the Licensee's Improvements shall be designed so as to present uniformity of design, function, appearance and quality throughout and consistency with other improvements located in the Property.
- I. Licensee shall properly mark and sign all excavations and maintain barriers and traffic control in accordance with all applicable laws, regulations and best management practices.
- J. The following procedure shall govern Licensee's submission to the City of all plans for the License Area and Licensee's Improvements, including any proposed changes by the Licensee of previously approved plans:

1. Licensee shall coordinate with the City as necessary on significant design issues prior to submission of plans.
2. Upon execution of this Agreement, the City and the Licensee shall each designate a project manager to coordinate the parties' participation in designing and constructing Licensee's Improvements. Each project manager shall devote such time and efforts to the project as may be necessary for timely, good faith and convenient coordination among all persons involved with the project and compliance with this Agreement. The City's project manager will not be exclusively assigned to this License or the Licensee's Improvements.
3. No plans shall be deemed approved until stamped "APPROVED" and dated by the City's project manager.
4. No final plans shall be deemed approved until Licensee delivers to the City a formal certification by an engineer licensed in Arizona acceptable to the City's project manager, certifying that all of the Licensee's Improvements are properly designed to be safe and function as designed and as required by this Agreement. Such certification shall be accompanied by and refer to any backup information and analysis as the City may reasonably require.
5. Licensee acknowledges that the City's project manager's authority with respect to the License Area is limited to the administration of the requirements of this Agreement. Licensee shall be responsible to secure all zoning approvals, design revisions or other governmental approvals and to satisfy all governmental requirements pertaining to the project. The Licensee shall not rely on the City or the City's project manager to initiate or suggest any particular process or course of action for obtaining such approvals.
6. The City's issuance of building permits shall not constitute approval of any plans for purposes of this Agreement. The City's project manager shall be reasonably available to coordinate and assist the Licensee in working through issues that may arise in connection with any plan approvals and requirements.
7. In preparing plans for submittal and approval to the City, Licensee shall include such periods of time that are necessary to conduct all communications and plan revisions to obtain any required City approvals.
8. The City agrees to review, comment on and approve any original or revised plans in accordance with the City's normal plan review time frames and procedures. Licensee, however, will not be given any priority or special consideration over the City's other customers. Any failure by the City to timely process such plans shall not be deemed to be an

approval of any plans submitted by Licensee, but may operate to extend Licensee's construction deadlines.

9. The parties shall use their best reasonable efforts to resolve any design and construction issues to their mutual satisfaction. In the event of an impasse for any reason, final decision authority regarding all design and construction issues shall rest with the City in its reasonable discretion.
10. Licensee shall provide the City with two complete sets of detailed plans and specifications of the work as completed.

9. MAINTENANCE.

Licensee shall, at its own cost, maintain the Communication Equipment, the Licensee's Improvements and all other portions of the License Area during the term of this Agreement.

10. CO-LOCATION.

- A. Licensee shall be permitted to sublicense space to any third party on the Monopalm in Licensee's sole discretion. Subject to subsection (B) below, the Licensee shall at all times use reasonable efforts to cooperate with the City and any third parties in the co-location of additional communication equipment, facilities or structures in the Property. The term "Sublicense" shall apply to any situation by which Licensee allows a third party use of the License Area for co-location, whether it be by formal sublicense, license or other agreement. All rights and responsibilities of Licensee set forth in this Agreement shall be enjoyed by and be binding on any Sublessee. Notwithstanding the above, Licensee may not sublease any ground space within the License Area without the City's prior written consent. In the event any Sublessee subleases space on Licensee's Monopalm, such third party must acquire its own rights to ground space from the City outside of the License Area. In this event, Licensee shall receive one hundred percent (100%) of the fees for that portion of the Sublessee's facilities that are located within the limits of the License Area and the City shall receive one hundred percent (100%) of the license fee, negotiated by the City and Sublessee, for that portion of Sublessee's facilities that are located on the Property outside the License Area. Notwithstanding anything to the contrary herein, Licensee may sublet or sublicense all or any portion of the License Area (including ground space and space on the Monopalm) in the event of a public emergency and/or for safety systems purposes (i.e. police, ambulance, and/or fire), that may be required or ordered by any governmental authority having jurisdiction over Licensee and/or the Property.
- B. Prior to permitting the installation of any third party's co-located communication equipment, facilities or structures in the licensed area, the City shall give the Licensee thirty (30) days' notice of the proposed co-located equipment, facilities or structures so that the Licensee can determine if the additional equipment will interfere with the Communication Equipment. If the Licensee determines that such interference will occur, Licensee shall, within the 30-day notice period, give

the City a detailed written explanation of the anticipated interference, including such supporting documentation as may be reasonably necessary for the City to evaluate the Licensee's position. The City and the Licensee shall promptly use their best reasonable efforts to resolve any interference problems before the City allows the third party to co-locate its equipment, facilities or structures.

11. ASSIGNMENT.

- A. Licensee may only assign this License, upon thirty (30) days' written notice to the City, to any entity controlling, controlled by or under common ownership with the Licensee, or to any entity that, after first receiving all necessary F.C.C. and State regulatory agency approvals, acquires the Licensee's radio communications business and assumes all obligations of the Licensee under this Agreement. All other assignments require the City's prior approval. For assignments requiring City approval, the City may, as a condition of approval, postpone the effective date of the assignment and require that any potential transferee submit biographical and financial information to the City at least sixty (60) days prior to any transfer of Licensee's interest. After reviewing all materials submitted by the proposed assignee, City, in its sole unreviewable discretion, approve or reject the proposed assignment. Any purported assignment that is not approved by the City is null and void and such assignee will not assume Licensee's rights and benefits under this Agreement.
- B. Licensee may, upon notice to the City, mortgage or grant a security interest in this Agreement and the Communication Equipment, and may assign this Agreement and the Communication Equipment to any mortgagees, deed of trust beneficiaries or holders of security interests, including their successors or assigns ("Mortgagees"), provided such Mortgagees agree to be bound by the terms of this Agreement. In such event, the City shall execute such consent to leasehold or other financing as may be reasonably required by Mortgagees. In no event will the Licensee grant or attempt to grant a security interest in any of the real property underlying the License Area.

12. PERFORMANCE BOND. Licensee shall, prior to commencement of construction, provide the City with a performance bond in the amount of \$20,000.00. The performance bond shall be conditioned upon the Licensee's faithful performance of all of its obligations under this Agreement. The bond shall be executed by a surety company duly authorized to do business in the State of Arizona and reasonably acceptable to the City's Project Manager.

13. DEFAULT; TERMINATION BY CITY.

- A. The City may terminate this Agreement by giving Licensee 30 day's written notice after the happening of any of the following events:

1. The failure of Licensee to perform any of its obligations under this Agreement, provided that Licensee fails to cure its default within said 30-day notice period; provided however, Licensee shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Licensee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion so long as the total cure period does not exceed 120 days.
 2. The taking of possession for a period of 10 days or more of substantially all of the personal property used in the License Area belonging to Licensee by or pursuant to lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator;
 3. The filing of any lien against the Property because of any act or omission of Licensee that is not discharged within 30 days of receipt of actual notice by Licensee.
- B. The City may place Licensee in default of this Agreement by giving Licensee 15 days' written notice of Licensee's failure to timely pay the fee provided for herein or any other charges required to be paid by Licensee pursuant to this Agreement. During said 15-day notice period, Licensee shall cure said default; otherwise, the City may elect to terminate this Agreement or to exercise any other remedy allowed by law or equity.
- C. If Licensee, through any fault of its own, at any time fails to maintain all insurance coverage required by this Agreement, the City shall have the right, upon written notice to Licensee, to immediately terminate this Agreement or to secure the required insurance at Licensee's expense.
- D. Failure by the City to take any authorized action upon default by Licensee of any of its obligations hereunder shall not constitute a waiver of said default nor of any subsequent default by Licensee. Acceptance of rent and other fees by the City under the terms hereof for any period after a default by Licensee of any of its obligations shall not be deemed a waiver or estoppel of the City's right to terminate this Agreement for any subsequent failure by Licensee to comply with its obligations.
- E. Upon the termination of this Agreement for any reason, all rights of the Licensee shall terminate, including all rights of the Licensee's creditors-trustees and assigns, and all others similarly situated as to the License Area.

14. LICENSEE TERMINATION.

Licensee may terminate this Agreement upon 90 days' written notice to the City after the happening of any of the following events:

- A. Issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining Licensee's use of any portion of the License Area and the remaining in force of such injunction for a period of 30 consecutive days.
- B. The inability of Licensee to use any substantial portion of the License Area for a period of 30 consecutive days due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, or Acts of God or the public enemy.
- C. if Licensee is unable to obtain or maintain any license, permit or governmental approval necessary to the construction, installation or operation of the Communication Equipment or Licensee's business.
- D. if the License Area or the Communication Equipment is unacceptable under Licensee 's design or engineering specifications for the communication system to which the Communication Equipment belongs, or is unacceptable for Licensee's reasonable business purposes.
- E. The License Area or the Communication Equipment are destroyed or so damaged that, in Licensee's reasonable judgment, such damage substantially and adversely affects the use of the Communication Equipment. In such event, Licensee shall be entitled to a refund of any prepaid rent.

15. INDEMNIFICATION.

Licensee shall defend, indemnify and hold harmless the City and its elected or appointed officials, agents, boards, commissions and employees (hereinafter referred to collectively as the "City" in this Section) from all loss, damages or claims of whatever nature , including attorney's fees, expert witness fees and costs of litigation, that arise out of any act or omission of Licensee or its agents , employees and invitees (hereinafter referred to collectively as "Licensee" in this Section) in connection with Licensee's operations in the Licensed area and that result directly or indirectly in the injury to or death of any person or the damage to or loss of any property, or that arise out of the failure of Licensee to comply with any provision of this Agreement. The City shall in all instances, except for loss , damages or claims resulting from the sole negligence of the City, be indemnified by Licensee against all such loss, damages or claims, regardless of whether the loss, damages or claims are caused in part by the negligence of the City. The City shall give Licensee prompt notice of any claim made or suit instituted that may subject Licensee to liability under this Section, and Licensee shall have the right to compromise and defend the same to the extent of its own interest. The City shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the City's selection without

relieving Licensee of any obligations hereunder. Licensee's obligations hereunder shall survive any termination of this Agreement or Licensee's activities in the Licensed area.

16. INSURANCE.

Licensee shall procure and at all times maintain the following types and amounts of insurance for its operations in the Property:

- A. Commercial general liability and property damage insurance in the amount of \$5,000,000 combined single limit per occurrence and \$5,000,000 general aggregate.
- B. Comprehensive automobile liability insurance for all owned, non-owned and hired vehicles in the amount of \$5,000,000 combined single limit each accident for bodily injury and property damage per occurrence.
- C. Such other insurance as the City' Project Manager determines to be necessary for Licensee's operations.

Such insurance shall be in a form, from a company reasonably acceptable to City and shall name the City as an additional insured. The insurance must also include contractual liability. Licensee shall provide appropriate certificates of insurance to the City for all insurance policies required by this Section.

17. DAMAGE OR DESTRUCTION.

- A. If the License Area or any of Licensee's Improvements, insurable or uninsurable, are damaged or destroyed (except damage or destruction caused by Licensee as set forth in Subsection B) to such an extent Licensee is prevented from continuing operations, each party shall have the right, in its sole discretion and without cause, to terminate this Agreement by giving the other party written notice of such termination.
- B. If the License Area or any of Licensee's Improvements are damaged or destroyed by any cause whatsoever attributable in whole or in part to any act or omission of Licensee or its agents, employees or invitees, Subsection A shall not apply and this Agreement shall continue in full force or effect. Licensee shall promptly repair or rebuild the License Area or Licensee's Improvements used by the City, including the Pole, and Licensee shall reimburse the City, on demand, for all costs of such work.
- C. There shall be no obligation on the part of the City to reimburse Licensee for the loss or damage to fixtures, equipment or other personal property of Licensee, except for such loss or damage as is caused by the sole negligence of the City. Licensee, for its own protection, may separately insure such fixtures, equipment or other personal property as it so desires.

18. SURRENDER OF POSSESSION.

Upon the expiration or termination of this Agreement, Licensee's right to occupy the License Area and exercise the privileges and rights herein granted shall cease, and it shall surrender and leave the License Area in good condition, normal wear and tear excepted. Unless otherwise provided herein, all trade fixtures, equipment, and other personal property installed or placed by Licensee on the License Area shall remain the property of Licensee, and Licensee shall have the right at any time during the term of this Agreement, and for an additional period of 90 days after its expiration, to remove the same from the License Area; provided that Licensee is not in default of any of its obligations hereunder and that Licensee shall repair, at its sole cost, any damage caused by such removal. Any property not removed by Licensee within said 90-day period shall become a part of the Property, and ownership thereto shall vest in the City; or the City may, at the Licensee's expense, have the property removed.

19. NOTICE.

Except as otherwise provided, all notices required or permitted to be given under this Agreement May be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

TO THE CITY: City of Glendale
 Attention: Construction Engineering Manager
 5850 W. Glendale Avenue, Suite 315
 Glendale, AZ 85301

WITH A COPY TO: City of Glendale
 Attention: City Attorney
 5850 West Glendale Avenue, Suite 450
 Glendale, AZ 85301

TO LICENSEE: Verizon Wireless (VAW) LLC,
 d\b\ a Verizon Wireless.
 180 Washington Valley Road
 Bedminster, New Jersey 07921
 Attention: Network Real Estate
 Site Name: PHO Pyramid Peak

Any notice given by certified mail shall be deemed to be received on the next business day after the date of mailing. Either party may designate in writing a different address for notice purposes pursuant to this Section.

20. SEVERABILITY.

Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, the remaining terms shall remain effective, provided that elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations.

21. TAXES AND LICENSES.

- A. Licensee shall pay any leasehold tax, possessory-interest tax, sales tax, personal property tax, transaction privilege tax or other exaction evidenced to be assessed or assessable as a result of its occupancy of the License Area under authority of this Agreement, including any such tax assessable on the City. In the event that laws or judicial decisions result in the imposition of a real property tax on the interest of the City, such tax shall also be paid by Licensee for the period this Agreement is in effect.
- B. Licensee acknowledges that it may be a "prime lessee," as defined in A.R.S. Sec. 42- 1901, and that it may be subject to excise tax liability under this Agreement pursuant to A.R.S., Title 42, Chapter 13 as a prime lessee of a government property improvement. Licensee further acknowledges that any failure by Licensee to pay taxes due under A.R.S., Title 42, Chapter 13, after notice and an opportunity to cure, shall constitute a default that could result in divesting of any interest in or right to occupancy of the License Area.
- C. Licensee shall, at its own cost, obtain and maintain in full force and effect during the term of this Agreement all licenses and permits required for all activities authorized by this Agreement.

22. LITIGATION.

This Agreement shall be governed by the laws of the State of Arizona. In the event of any litigation or arbitration between the City and Licensee arising under this Agreement, the successful party shall be entitled to recover its attorney's fees, expert witness fees and other costs incurred in connection with such litigation or arbitration.

23. RULES AND REGULATIONS.

Licensee shall at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its operations and the Property including all laws, ordinances, rules and regulations adopted after the Effective Date. Licensee shall display to the City, upon request, any permits, licenses or other evidence of compliance with such laws.

24. RIGHT OF ENTRY RESERVED.

- A. The City shall have the right at all times to enter upon the License Area for any lawful purpose, provided such action does not unreasonably interfere with Licensee's use or occupancy of the License Area and that the City shall have

access to the Communication Equipment itself only with a 24-hour notice, except in emergency situations.

- B. Without limiting the generality of Subsection A, the City and any furnisher of utilities and other services shall have the right, at their own cost, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the License Area at all times to make such repairs, replacements or alterations there to that may, in the opinion of the City, be deemed necessary or advisable and from time to time to construct or install over, in or under the License Area such systems or parts thereof and, in connection with such maintenance, use the License Area for access to other parts of the Property; provided that in the exercise of such right of access, repair, alteration or new construction, the City shall not unreasonably interfere with the use and occupancy of the License Area by Licensee.
- C. If any of Licensee's Improvements shall obstruct the access of the City or any utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems in the Property, and thus shall interfere with the inspection, maintenance or repair of any such system, Licensee shall promptly provide necessary access, as directed by the City or utility company, to the system for inspection, maintenance or repair.
- D. Exercise of any of the foregoing rights by the City or others pursuant to the City's rights shall not constitute an eviction of Licensee, nor be made the grounds for any abatement of rent or claim for damages.

25. MISCELLANEOUS.

This Agreement constitutes the entire agreement between the Parties concerning the matters contained herein and supersedes all prior negotiations, understandings and agreements between the parties concerning such matters. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its terms and shall not be construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Agreement may be waived or modified except by a writing signed by the party against whom such waiver or modification is sought to be enforced. The terms of this Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.

26. RELOCATION. The City shall not bear any cost of relocation of existing facilities, irrespective of the function served, where the City facilities or other facilities occupying the License Area or City Right-of-Way in close proximity to the License Area, are already located and the conflict between the Licensee's potential Communication Equipment and existing facilities can only be resolved expeditiously, as determined by the City, by the movement of the existing City or other permitted facilities.

EXECUTED to be effective on the date specified above.

CITY OF GLENDALE,
an Arizona municipal corporation

Richard A. Bowers
Acting City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

LICENSEE:

Verizon Wireless (VAW) LLC,
a Delaware limited liability company,
d/b/a Verizon Wireless

By: _____
Name: Clifton Casey
Its: Executive Director - Network
Date: _____

EXHIBIT A

That portion of the Southeast quarter of the Southwest quarter of Section 30, Township 5 North, Range 2 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the South quarter corner of said Section 30, said point being identical to the North quarter corner of Section 31 as shown on RESULTS OF SURVEY recorded in Book 252, page 33, Records of Maricopa County, Arizona:

THENCE South 88 degrees 32 minutes 32 seconds West, along the South line of the Southeast quarter of the Southwest quarter of said Section 30, a distance of 650.00 feet:

THENCE North 01 degrees 28 minutes 27 seconds West, a distance of 1355.66 feet, to a point on the North line of the Southeast quarter of the Southwest quarter of said Section 30:

THENCE North 87 degrees 38 minutes 35 seconds East, along the North line of the Southeast quarter of the Southwest quarter of said Section 30, a distance of 602.34 feet, to a point on the Southwesterly right of way line of the Central Arizona Project as described in Docket 11511, page 1290, Records of Maricopa County, Arizona:

THENCE South 39 degrees 43 minutes 56 seconds East, along said Southwesterly right of way line, a distance of 128.96 feet, to a point on the East line of the Southeast quarter of the Southwest quarter of said Section 30:

THENCE South 00 degrees 01 minutes 06 seconds East, along the East line of the Southeast quarter of the Southwest quarter of said Section 30, a distance of 1264.27 feet, to the POINT OF BEGINNING.

SITE NAME: PHO_PYRAMID PEAK

SURVEYOR
 RLF CONSULTING, LLC
 PO BOX 11657
 CHANDLER, AZ 85226
 PHONE: (480) 941-6257
 FAX: (520) 584-5834
 CONTACT: NIVAN FRIELER

LESSOR / OWNER
 CITY OF GLENDALE
 2750 W. GLENDALE ROAD
 GLENDALE, AZ 85301
 PHONE: (602) 291-5653
 CONTACT: JARREK GIBSON

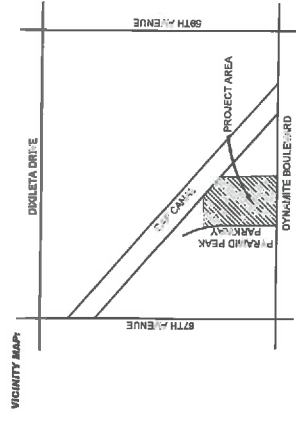
LESSOR / COMPANY
 ERZON WRELC
 1261 V. GEMINI DRIVE
 TEMPE, AZ 85283
 PHONE: (602) 971-8513
 CONTACT: DANION GAUTHIER

ARCHITECT
 YOUNG DESIGN CORP.
 10245 E. 1/4 LINDA, SUITE #11
 SCOTTSDALE, AZ 85258
 PHONE: (480) 451-9887
 FAX: (480) 451-9888
 CONTACT: MATTHEW YOUNG

SITE ACQUISITION
 COAL CREEK CONSULTING, LLC
 1525 N. INVERDEN ROAD #100
 SCOTTSDALE, AZ 85257
 PHONE: (480) 241-4383
 CONTACT: RANDY DOWNING



SITE PHOTO:



SITE COORDINATES:
 LATITUDE : 33° 47' 29.86" NORTH (NAD83)
 LONGITUDE : 112° 03' 45.96" WEST (NAD83)
 ELEVATION : 1469.27 (NAD83)

DRIVING DIRECTIONS:
 FROM VERZON OFFICE IN TEMPE, AZ, HEAD WEST ON W. GEMINI DR. TO WARD ST. TURN LEFT ON W. WARD ST. ON QUADDALE RD. TAKE THE FIRST RIGHT ON TO S. KYRINE RD. TURN LEFT ONTO W. BASSELLE RD. TURN RIGHT ONTO W. GEMINI DR. ON W. GEMINI DR. KEEP RIGHT TO CONTINUE ON 47N / US-30 W. FOLLOW SIGN FOR EXIT 214C FOR ARIZONA 101 LOOP WEST TRUCK ROUTE. CONTINUE TO FOLLOW 101 W. TAKE EXIT 214C FOR ARIZONA 101 LOOP WEST TRUCK ROUTE. CONTINUE TO FOLLOW 101 W. TAKE LEFT TURN ONTO A2-101 LOOP W AND MERGE ONTO A2-101 LOOP W. TAKE EXIT 18 TOWARD 87TH AVE. CONTINUE ON A2-101 LOOP W UNTIL RIGHT ONTO N. 87TH AVE. CONTINUE ONTO N. PYRAMID PEAK CANYON. DEFLAGRATION WILL BE ON THE RIGHT AFTER YOU PASS W. DYNAMITE BLVD ON THE LEFT.

DRIVING DIRECTIONS

T1	TITLE SHEET, PROJECT INFO
U8	TOPOGRAPHIC SURVEY
Z1	SITE PLAN
Z2	ENLARGED SITE PLAN
Z3	SITE ELEVATIONS
Z4	SITE ELEVATIONS

SITE DATA TABLE:

PROJECT #	YDC-5861
KVA#	QS #51-13
ZONING DISTRICT	S-1
VARIANCE	N/A

SHEET INDEX:

T1	TITLE SHEET, PROJECT INFO
U8	TOPOGRAPHIC SURVEY
Z1	SITE PLAN
Z2	ENLARGED SITE PLAN
Z3	SITE ELEVATIONS
Z4	SITE ELEVATIONS

PROJECT INFORMATION

DATE	5/23/2014	PS/ML/RY/JV/RY
1		
DATE	7/07/2014	UPDATED
2		

ARCHITECT'S JOB NO
 YDC-5861

PROJECT INFORMATION

PHO_PYRAMID PEAK
 REG. DYNAMITE BLD & PYRAMID PEAK HWY
 PHOENIX, AZ 85283

SHEET TITLE
 TITLE SHEET

DATE PLOTTED / APPROVED

PROJECT LOCATION
 PHOENIX, AZ 85283

#05

KVA#

SHEET NUMBER
T-1

ZONING COMPLIANCE:
 LOCAL JURISDICTION: CITY OF PHOENIX
 LOCAL ZONING PARCEL: 84-11505E
 FACILITY TYPE: TELECOMMUNICATION FACILITY
 PROPOSED PARCEL AREA: 723.58 SQ. FT.
 PROPOSED LEASE AREA: 723.58 SQ. FT.
 EXISTING EQUIPMENT AREA: 362.6 SQ. FT.
 PROPOSED EQUIPMENT AREA: 362.6 SQ. FT.

GENERAL COMPLIANCE:
 HVAC USED ON THIS STRUCTURE IS NOT INTENDED FOR HUMAN COMFORT ITS USE IS SOLELY FOR ELECTRONIC EQUIPMENT COOLING.
 THIS PROJECT DOES NOT GENERATE NO TRAFFIC, NO AIR POLLUTION, NO NOISE, NO VIBRATION, NO LIGHT POLLUTION, NO TELEPHONE CONNECTION
 THIS PROJECT REQUIRES PERMANENT POWER & TELEPHONE CONNECTION

A.D.A. COMPLIANCE:
 FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION, LANDINGS AND EXITS SHALL COMPLY WITH THE APPLICABLE BUILDING CODE.

F.C.C. COMPLIANCE:
 ALL PROPOSED ANTENNAS SHALL BE IN COMPLIANCE WITH THE FEDERAL COMMUNICATIONS COMMISSION (FCC) REGULATIONS, INCLUDING THOSE PROTECTING THE PUBLIC HEALTH AND THOSE PROTECTING HISTORIC DISTRICTS.

PROJECT DESCRIPTION:
 THE PROJECT CONSISTS OF THE INSTALLATION AND OPERATION OF ANTENNAS AND ASSOCIATED STRUCTURES, INCLUDING THE INSTALLATION OF TELECOMMUNICATIONS NETWORK FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. THIS FACILITY IS A STATE APPROVED, PREFABRICATED, PRE-ENGINEERED, PERMANENT EQUIPMENT. NO HAZARDOUS MATERIALS WILL BE STORED WITHIN THE FACILITY. ALL EXITS SHALL BE OPERABLE FROM THE INSIDE OF THE FACILITY. ALL EXITS SHALL BE MANUALLY OPERATED EDGE OR SURFACE MOUNTED FLUSH BOLTS ARE PROHIBITED. PROPOSED LESSEE, ANTENNAS AND ASSOCIATED CABLES SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL SAFETY CODE (NEC).



CLIENT

verizon wireless
 126 W. GEMINI DR.
 TEMPE, AZ 85283

INTERNAL REVIEW

CONSTRUCTION SIGNATURE

RF SIGNATURE

FACILITIES SIGNATURE

LEGAL ESQUIRE SIGNATURE

PLANS PREPARED BY:

YOUNG DESIGN CORP.
 10245 E. 1/4 LINDA, SUITE #11
 SCOTTSDALE, AZ 85258
 PHONE: (480) 451-9887
 FAX: (480) 451-9888
 CONTACT: MATTHEW YOUNG

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 10245 E. 1/4 LINDA, SUITE #11
 SCOTTSDALE, AZ 85258
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COAL CREEK CONSULTING, LLC
 1525 N. INVERDEN ROAD #100
 SCOTTSDALE, AZ 85257
 PHONE: (480) 241-4383
 CONTACT: RANDY DOWNING




VERZON WIRELESS
 126 W. GEMINI DR.
 TEMPE, AZ 85283
 PHONE: (480) 451-9889
 FAX: (480) 451-9888
 CONTACT: MATTHEW YOUNG

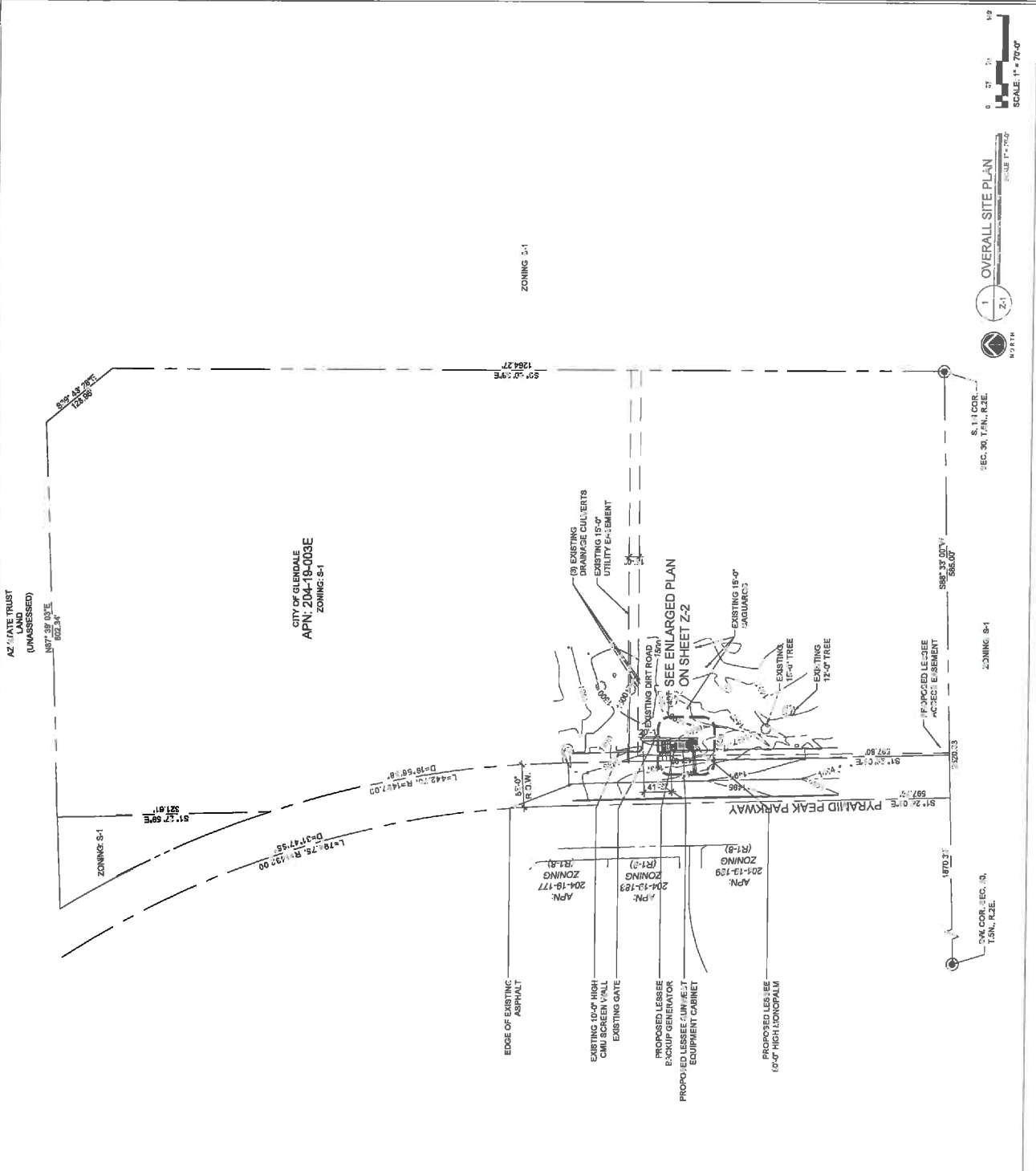
VERZON WIRELESS
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VERZON WIRELESS
 126 W. GEMINI DR.
 TEMPE, AZ 85283
 PHONE: (480) 451-9889
 FAX: (480) 451-9888
 CONTACT: MATTHEW YOUNG

CLIENT  verizon wireless 128 W. GEMINI DR. TEMPE, AZ 85283	INTERNAL REVIEW _____ DATE _____
	CONSTRUCTION SIGNATURE _____
P.F. SIGNATURE _____	FACILITIES SIGNATURE _____
REAL ESTATE SIGNATURE _____ PREPARED BY:	 young design corp architecture / interior management 10275 E. Via Linda, Scottsdale, AZ 85258 PH: 480 451 8909 FAX: 480 451 5128 www.youngdesign.com
 This drawing is prepared and the practice of Young Design Corp is licensed under the Arizona Professional Engineer Act. The practice of Young Design Corp is not licensed under the Arizona Professional Engineer Act. The practice of Young Design Corp is not licensed under the Arizona Professional Engineer Act.	
NO. DATE OF SUBMITTAL PRELIMINARY REVIEW 1 5/2/2014 2 7/17/2014	ARCHITECTS: YDC AND YDC-8881 PROJECT INFORMATION: PHO_PYRAMID PEAK N.E.C. DYNAMIC LAND & PYRAMID PEAK PARKWAY PHOENIX, AZ 85033
SHEET TITLE: SITE PLAN REGISTRATION APPROVAL: _____	
#SD KIV#	
SHEET NUMBER: Z-1	



SCALE: 1" = 75'-0"

OVERALL SITE PLAN

SCALE: 1" = 75'-0"

SCALE: 1" = 75'-0"

SCALE: 1" = 75'-0"

SCALE: 1" = 75'-0"

SCALE: 1" = 75'-0"

CLIENT

verizon wireless
126 W. GEMINI DR.
TEMPE, AZ 85283

INTERNAL REVIEW

CONSTRUCTION SIGNATURE _____ DATE _____

RF SIGNATURE _____

FACILITIES SIGNATURE _____

REAL ESTATE SIGNATURE

PREPARED BY _____

young design corp
architecture / project management
10215 E. Via Linda, Scottsdale, AZ 85258
ph. 480 451 8609 fax 480 451 9608
www.youngdesign.com

DESCRIPTION

1 5/21/2014 PRELIMINARY REVIEW

3 7/7/2014 UP-DATED

ARCHITECT: YDC - 5861

PROJECT: RFC-MATON

PHO_PYRAMID PEAK

N.E.C. DYNAMIC B.V.O. & PYRAMID PEAK PROP.

PHOENIX, AZ 85083

SHEET TITLE

ENLARGED SITE PLAN

SITE DETAILS

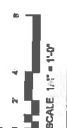
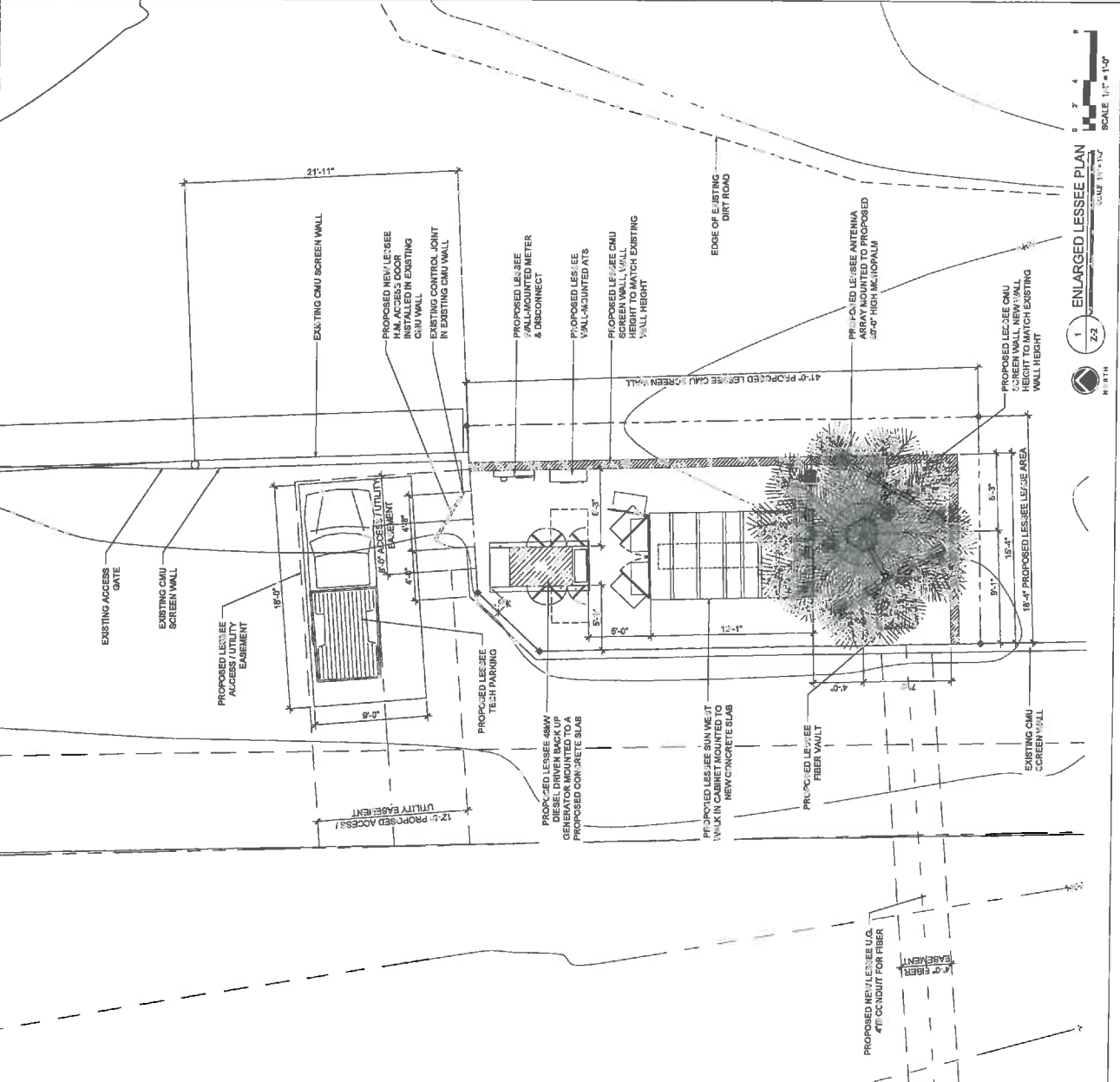
INDUSTRY APPROVAL

KIVA# _____

#DS _____

SHEET NUMBER

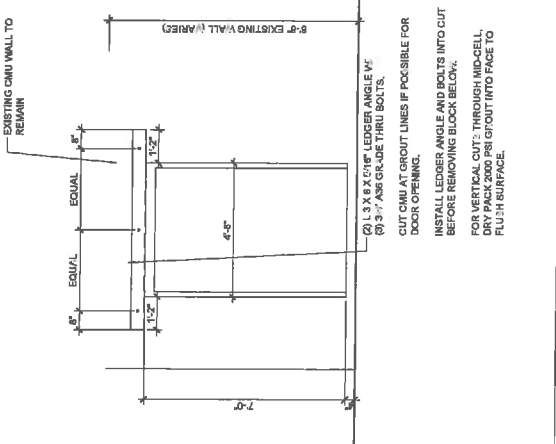
Z-2



ENLARGED LESSEE PLAN

1 Z-2

DATE: 7/7/2014

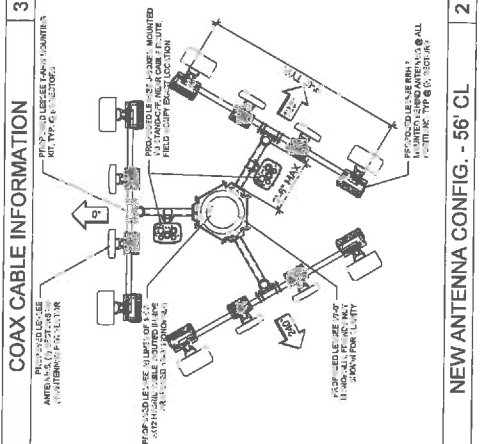


4 H.M. ACCESS DOOR DETAIL

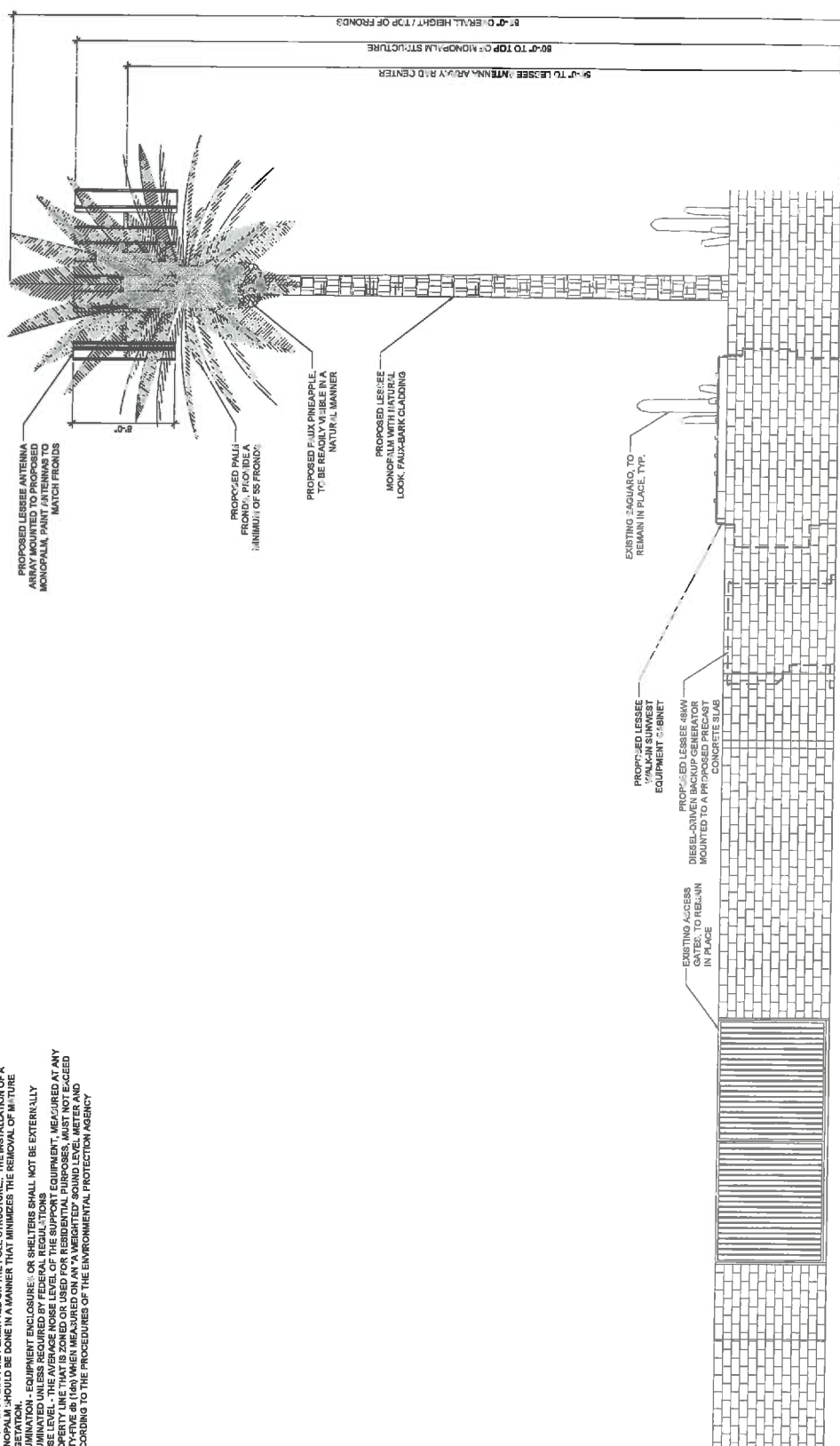
SECTOR	AZIMUTH	CENTRELINE QTY.	SIZE	TYPE
ALPHA	0°	254-0"	-	-
BETA	120°	59'-0"	-	-
GAMMA	240°	59'-0"	-	-
NA	N.E.	58'-0"	2	3X3 HYBRID CABLE

NOTE: ALL DIMENSIONS SHOWN ARE RELATIVE TO TRUE NORTH, UNLESS NOTED OTHERWISE.

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY AZIMUTHS AND CENTERLINE WITH THE DEPARTMENT PRIOR TO INSTALLING ANTENNAS.



- MONOPALM:**
- ALL MONOPALMS MUST BE ANATOMICALLY CORRECT AND CONTAIN A MINIMUM OF 55 PALM FRONDS.
 - MONOPALM ARRAY SHALL NOT EXTEND MORE THAN THIRTY (30) INCHES FROM THE STRUCTURE TO WHICH IT IS ATTACHED.
 - THE ENTIRE LENGTH OF THE ANTENNA MUST BE OBTUSED BY THE PALM FROND.
 - THE POLE STRUCTURE MUST BE BUILT OF STEEL OR FIBERGLASS AND CLAD WITH FAUX BARK. THE FAUX BARK SHALL START AT THE BASE OF THE POLE AND CONTINUE TO THE HEIGHT OF THE FIRST PALM FROND. THE ANTENNA ATTACHMENT STRUCTURE AND THE ATTACHMENTS MUST BE PAINTED TO BLEND WITH THE PALM FRONDS.
 - THE DIAMETER OF THE POLE STRUCTURE MUST NOT EXCEED TWENTY-SIX (26) INCHES AT ITS ALLOCATION POINT.
 - ALL PALM FRONDS MUST BE CONCEALED WITHIN THE POLE STRUCTURE.
 - MICROWAVE DISHES SHALL BE LIMITED TO ONE (1) SQUARE FOOT IN SIZE AND MUST BE CONCEALED WITHIN THE TRIMMED LEAF CLUSTER (OFTEN REFERRED TO AS THE "PINEAPPLE") OF THE MONOPALM OR WITHIN THE PALM FRONDS.
 - ALL PALM FRONDS SHALL BE PAINTED TO BLEND WITH THE PALM FRONDS.
 - NO MORE THAN TWO (2) MICROWAVE DISHES PERMITTED ON EACH MONOPALM.
 - NO CLIMBING PEGS ARE PERMITTED ON THE POLE STRUCTURE. THE INSTALLATION OF A VEGETATION SHOULD BE DONE IN A MANNER THAT MINIMIZES THE REMOVAL OF MATURE VEGETATION.
 - ILLUMINATION - EQUIPMENT ENCLOSURE OR SHELTERS SHALL NOT BE EXTERNALLY ILLUMINATED UNLESS REQUIRED BY FEDERAL REGULATIONS.
 - PROPERTY LINE THAT IS 500 FEET OR MORE FROM THE PROPERTY LINE. MEASURED AT ANY FIFTY-FIVE (55) FEET WHEN MEASURED ON AN "A" WEIGHTED SOUND LEVEL METER AND ACCORDING TO THE PROCEDURES OF THE ENVIRONMENTAL PROTECTION AGENCY.



1 PROPOSED WEST ELEVATION
SCALE 1/8" = 1'-0"

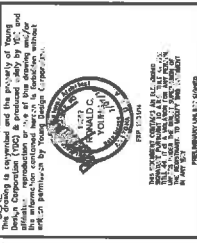
<p>126 W. GEMINI DR. TEMPE, AZ 85283</p>	INTERNAL REVIEW	DATE
	CONSTRUCTOR SIGNATURE	
RF SIGNATURE		
FILED SIGNATURE		
REAL ESTATE SIGNATURE		
PLANS PREPARED BY		
<p>raymond design corp 11-45 E. Via Linda, Scottsdale, AZ 85258 ph: 480 451 9608 fax: 480 451 5103 e-mail: ray@raydesign.com</p>		
<p>This drawing is copyrighted and the "owner" of "work" as defined in the copyright law of the United States and other countries. It is to be used only for the project and site for which it was prepared. It is not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the copyright owner.</p>		
NO	DATE	DESCRIPTION
1	7/22/2014	PRELIMINARY REVIEW
2	7/21/2014	UPDATED
ARCHITECTS JOB NO. YDC-6861		
PROJECT INFORMATION		
PHO_PYRAMID PEAK		
N.E.C. DYNAMIC BUILD & FRAMEWORKS PHOENIX, AZ 85068		
SHEET TITLE		
ELEVATIONS		
JOINT ACTION REQUIRED		
KIVA#	#OS	
SHEET NUMBER		Z-3

CLIENT



INTERNAL REVIEW	DATE
CO-STRUCTURED SIGNATURE	
RF SIGNATURE	
FAILITIES SIGNATURE	
REAL ESTATE SIGNATURE	
PLANS PREPARED BY	

young design corp
 ARCHITECTS / ENGINEERS
 11745E Ave Lander, Suite 100, AZ 85258
 PH: 480 451 9809 FAX: 480 451 9808
 E-MAIL: corporate@youngdesign.com



NO.	DATE	DESCRIPTION
1	1/21/2014	PRELIMINARY REVIEW
2	2/07/2014	UPDATED

ARCHITECTS: YDC-5861
 PROJECT: PHOENIX

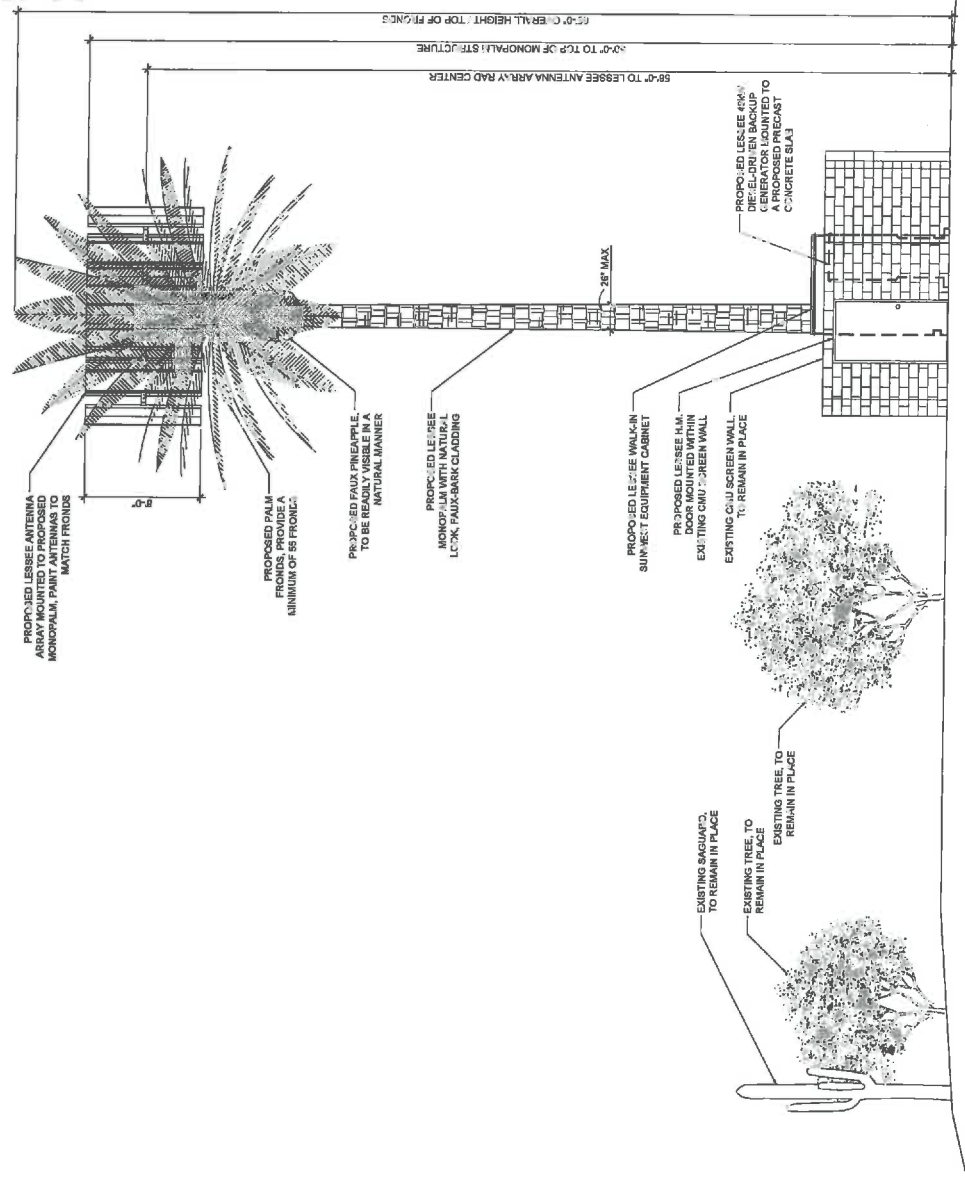
PHO_PYRAMID PEAK
 N.E.C. DRAINAGE BASIN & PYRAMID PEAK PUMP
 PHOENIX, AZ 85008

SHEET TITLE
ELEVATIONS

APPROVED APPROVAL
 #SO
 KVA#

SHEET NUMBER
Z-4

- MONOPALMS**
- A. ALL MONOPALMS MUST BE ANATOMICALLY CORRECT AND CONTAIN A MINIMUM OF 55 PALM FRONDS.
 - B. ANTENNA ARRAY SHALL NOT EXTEND MORE THAN THIRTY (30) INCHES FROM THE STRUCTURE TO WHICH IT IS ATTACHED.
 - C. THE ENTIRE LENGTH OF THE ANTENNA MUST BE DISGUISED BY THE PALM FRONDS.
 - D. THE POLE STRUCTURE MUST BE BUILT OF STEEL OR FIBERGLASS AND CLAD WITH FAUX BARK. THE POLE STRUCTURE MUST BE PAINTED TO BLEND WITH THE HEIGHT OF THE FIRST PALM FROND ATTACHMENT. THE BARK CLADDING MUST BE PAINTED TO MATCH THE ATTACHMENTS MUST BE PAINTED TO BLEND WITH THE PALM FRONDS.
 - E. THE DIAMETER OF THE POLE STRUCTURE MUST NOT EXCEED TWENTY-SIX (26) INCHES AT ITS BASE.
 - F. ALL CABLES MUST BE CONCEALED WITHIN THE POLE STRUCTURE.
 - G. MICROWAVE DISHES SHALL BE LIMITED TO ONE (1) SQUARE FOOT IN SIZE AND MUST BE CONCEALED WITHIN THE TRIMMED LEAF CLUSTER (OFTEN REFERRED TO AS THE "PINEAPPLE") OF THE PALM FRONDS.
 - H. THE TRIMMED LEAF CLUSTER AND DISHES SHALL BE EXTERNALLY BENEATH THE PALM FRONDS AND SHALL BE PAINTED TO BLEND WITH THE POLE STRUCTURE.
 - I. NO MORE THAN TWO (2) MICROWAVE DISHES PERMITTED ON EACH MONOPALM.
 - J. MONOPALMS SHOULD BE DONE IN A MANNER THAT MINIMIZES THE REMOVAL OF MATURE VEGETATION.
 - K. ILLUMINATION - EQUIPMENT ENCLOSURES OR SHELTERS SHALL NOT BE EXTERNALLY ILLUMINATED UNLESS REQUIRED BY FEDERAL REGULATIONS.
 - L. MONOPALMS SHALL BE MEASURED AT THE PROPERTY LINE THAT IS ZONED OR USED FOR RESIDENTIAL PURPOSES. MEASUREMENTS SHALL BE FIFTY-FIVE (55) FEET WHEN MEASURED ON AN "A" WEIGHTED SOUND LEVEL METER AND ACCORDING TO THE PROCEDURES OF THE ENVIRONMENTAL PROTECTION AGENCY.



1 PROPOSED NORTH ELEVATION
 SCALE 1/8" = 1'-0"

PHOTOGRAPHIC SIMULATION

PROPOSED WIRELESS COMMUNICATIONS FACILITY



SITE NAME: PHO_PYRAMID PEAK
SITE LOCATION: NO PHYSICAL ADDRESS
DATE: 6/27/2014
APPLICANT:
CONTACT:

SITE LOCATION MAP



2014 cGOOGLE MAPS

The included Photograph Simulation(s) are intended as visual representations only and should not be used for construction purposes. The materials represented within the included Photograph Simulation(s) are subject to change.

EXHIBIT B

(see attached)



PHO_PYRAMID PEAK



EXISTING VIEW -
VIEW 1: LOOKING SOUTH

PHOTOGRAPHIC SIMULATION -
VIEW 1: LOOKING SOUTH



PROPOSED INSTALLATION OF A 65' MONOPALM WITH ANTENNA ARRAY,
INCLUDING EQUIPMENT SHELTER (NOT VISIBLE).





EXISTING VIEW -
VIEW 2: LOOKING NORTH

PHOTOGRAPHIC SIMULATION -
VIEW 2: LOOKING NORTH



PROPOSED INSTALLATION OF A 65' MONOPALM WITH ANTENNA ARRAY,
INCLUDING EQUIPMENT SHELTER (NOT VISIBLE).



EXISTING VIEW -
VIEW 3: LOOKING EAST

PHOTOGRAPHIC SIMULATION -
VIEW 3: LOOKING EAST



PROPOSED ADDITION OF 7' ACCESS DOOR FOR EQUIPMENT COMPOUND.

PHOTOGRAPHIC SIMULATION -
VIEW 4: LOOKING WEST



PROPOSED ADDITION OF EQUIPMENT COMPOUND ENCLOSED BY A CMU WALL.



EXISTING VIEW -
VIEW 4: LOOKING WEST