

**COMMUNICATIONS SITE LICENSE AGREEMENT    C \_\_\_\_\_**  
**FOR NewPath Networks, LLC**  
**IN CITY RIGHT-OF-WAY**

This License Agreement for NewPath Networks, LLC in City Right-of-Way ("Agreement") is executed to be effective the 7th day of December, 2015 ("Effective Date"), between the City of Glendale, an Arizona municipal corporation ("City"), and NewPath Networks, LLC, a New Jersey limited liability company, authorized to do business in Arizona ("Licensee").

WHEREAS, the Parties entered into a previous ten (10) year License Agreement on December 7, 2005, designated as the City as C-5528, which this Agreement will supersede and replace, after the aforementioned agreement naturally expires at the end of the 6<sup>th</sup> (sixth) day of December, 2015, pursuant to which the Licensee installed and operated wireless communication antennas and related equipment specified in Section 1 below (collectively referred to as the "Distributed Antenna System") in the License Area and constructed certain improvements to the License Area; and

WHEREAS, the City is willing to renew its grant of a license to the Licensee to use the License Area for the operation of the Distributed Antenna System, and the transmission and reception of communication signals, in accordance with the terms of this Agreement, subject to the approval of the Glendale City Council in connection with the public hearing requirements of A.R.S. § 9-551 *et seq.*, and all as implemented by the City's Project Manager, whose approval shall not be unreasonably withheld.

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

1.    **LICENSED AREA.**

A.    The Traffic Light Pole located at the Southeast corner of 91st Avenue and Glendale Avenue, to be used solely for not more than six panel antennas (the "antennas") that are to be attached to the pole.    The antennas will be consistent in size, placement and design as approved by the Planning Department. Any reference to the Pole herein shall include any replacement pole to be constructed by the Licensee. Approximately 10 square feet of land located approximately at the base of the pole, to be used solely for locating utility cabinets housing electronic switching and equipment related to the use of the Antennas as depicted in Exhibit A and approved by the Planning Department. The cabinets, new or replacements shall be vaulted below grade.

B.    The Traffic Light Pole located at the Northeast corner of 95th Avenue and Glendale Avenue to be used solely for not more than six panel antennas (the "Antennas") that are to be attached to the pole.    The antennas will be consistent in size, placement and design as approved by the Planning Department. Any reference to the Pole herein shall include any

replacement pole to be constructed by the Licensee. Approximately 10 square feet of land located approximately at the base of the pole, to be used solely for locating utility cabinets housing electronic switching and equipment related to the use of the Antennas as depicted in Exhibit A and approved by the Planning Department. The cabinets, new or replacements shall be vaulted below grade.

C. An underground conduit and cable route for a ground signal conduit and cable along the route described in the Site Plan, or as otherwise approved by the City, from the base of the Pole to the Licensee's ground equipment.

D. An underground conduit and cable route for an electrical service conduit and cable along the route described in the Site Plan, or as otherwise approved by the City, from the nearest available power source to the ground equipment.

E. An underground conduit and cable route for a telephone service conduit and cable along the route described in the Site Plan, or as otherwise approved by the City.

## 2. CITY'S REPRESENTATIONS AND WARRANTIES.

- A. The City represents and warrants to the Licensee that: i) the City, and its duly authorized signatory, have full right, power and authority to execute this Agreement on behalf of the City; and ii) the City has good and unencumbered title to the Licensed 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 Licensed Area; and iii) the City's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on the City.
- B. The Licensee has studied and inspected the Licensed 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 Licensed Area and obtained information and professional advice as the Licensee has determined to be necessary related to this Agreement.

## 3. GRANT OF LICENSE; TERM.

- A. Nothing in this Agreement will be construed as granting the Licensee the authority to use any property that is owned by any person or entity other than the City.
- B. The initial term of this License Agreement shall be for a period of ten (10) years (the "Initial Term"), commencing on the Commencement Date (as defined in paragraph 4.C below) and ending at 11:59 p.m. on the day immediately preceding

the tenth (10<sup>th</sup>) 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.

- C. 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.
- D. Notwithstanding any provision in this Agreement to the contrary or any negotiation, correspondence, course of performance or dealing, or any other statements or acts by or between the parties, Licensee's rights in the Licensed Area are limited to the rights created by this Agreement as well as those granted to Licensee under State and Federal Law. Under this Agreement, a revocable license is created only and solely in the Licensed Area. The City and the Licensee do not by this instrument intend to create a lease, easement or other real property interest. The Licensee has no real property interest in the Licensed Area. Licensee's rights are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the Licensed Area. Licensee's rights under this Agreement 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 later having jurisdiction over the Licensed Area or the Licensee's use of the Licensed Area.

#### 4. LICENSE FEES; COSTS; TAXES.

- A. Licensee shall pay, without notice and free from all claims, deductions and setoffs against the City, an annual license fee in the amount of \$6,736.00, for two (2) traffic light node attachments, including ground equipment with a "footprint" of up to fifty (50) cubic feet, for the space the Licensee's Distributed Antenna System nodes and associated equipment ("DAS Facilities) occupy within the Licensed Area, plus all appropriate taxes (see Section 23 below) beginning on the Effective Date, and each subsequent year of the term of this Agreement, up to and including the expiration or earlier termination thereof ("Pole Attachment Fee").
- B. The Pole Attachment Fee will increase by three (3) percent annually on the anniversary of the Effective Date.
- C. All fees are due on the first day of the anniversary date month of the Effective Date of this Agreement. Licensee shall pay all fees due for the current year in advance on the first business day of each anniversary month. If the Effective Date is not on the

first day of a month, the Licensee's fees will be prorated accordingly. The "Effective Date" shall be defined by the date of both parties signatures are on the agreement and the certificate of insurance is received by the City.

- D. If the Licensee fails to pay any fee in full within forty-five (45) business days of 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.
- E. Upon submission of plans in connection with the approval of this Agreement Licensee shall pay the City a dry utility permit fee in accordance with the City's Community Development Fee Schedule.
- F. Licensee shall pay the City actual costs for inspections, materials testing and other costs incurred by the City related to the construction, repair, alteration or relocation of the DAS Facilities. All costs shall be paid in full within thirty (30) days of invoice.

5. UTILITIES.

Licensee is responsible for obtaining and paying for all utilities necessary to operate the DAS Equipment.

6. USE RESTRICTIONS.

- A. Subject to the interference provisions set forth below, Licensee shall at all times use reasonable efforts to minimize any impact that its use of the Licensed Area will have on other uses of the Licensed Area.
- B. Licensee shall not remove, damage or alter in any way any improvements or personal property of the City upon the Licensed Area without the City's prior written approval. Licensee shall repair any damage 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, reasonable wear and tear excepted.
- 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 before 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 Licensed Area solely for constructing, installing, operating, maintaining, repairing, modifying and removing the DAS Facilities. The DAS

Facilities are limited to the equipment and facilities listed in Section 1 above and other items as may be approved by the City, in its sole discretion, in writing.

- E. Licensee shall have a non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, for the construction, installation, operation, maintenance, modification and removal of the DAS Facilities. In no event shall the City's use of the Licensed Area be unreasonably interrupted by the Licensee's work. Prior to entering upon the Licensed Area, the Licensee shall give the Project Manager or designee at least forty-eight (48) hours advance notice in the manner provided in Section 21 of this Agreement or, in the event of emergency repairs, any prior notice as is practical.
- F. Licensee shall at all times have on call and at the City's access an active, qualified and experienced representative to supervise the DAS Facilities, who is authorized to act for the Licensee in matters pertaining to all emergencies and the day-to-day operation of the DAS Facilities. The Licensee shall provide the Project Manager or designee with the names, addresses and 24-hour telephone numbers of designated persons in writing.
- G. In the vicinity of any above-ground facilities Licensee may have in the Licensed Area, Licensee shall keep the Licensed Area maintained, orderly and clean at all times.
- H. Licensee acknowledges that: i) the Licensee's use of the Licensed Area is subject and subordinate to, and shall not adversely affect, the City's use of the Licensed Area; and ii) the City reserves the right to further develop, maintain, repair or improve the Licensed Area.
- I. Licensee shall not install any signs in the Licensed Area other than required safety or warning signs or other signs necessary for the use of the Licensed Area as requested or approved by the City. Licensee bears all costs pertaining to the erection, installation, maintenance and removal of all of its signs.

7. HAZARDOUS WASTE.

The Licensee shall not produce, dispose, transport, treat, use or store any hazardous waste or toxic substance upon or about the Licensed Area in violation of the Arizona Hazardous Waste Management Act, A.R.S. § 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 or toxic substances. Licensee shall not use the Licensed Area in a manner inconsistent with any regulations, permits or approvals issued by any state agency. The Licensee shall defend, indemnify and hold the City harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance release on or affecting the Licensed Area to the extent caused by the Licensee, and shall immediately notify the City of any hazardous

waste or toxic substance release at any time discovered or existing upon the Licensed Area. Licensee shall promptly and without request provide the City with copies of all written communications between the Licensee and any governmental agency concerning environmental inquiries, reports or problems in the Licensed Area.

8. LICENSEE'S IMPROVEMENTS; GENERAL REQUIREMENTS.

- A. The following provisions govern all improvements, repairs, installation and other construction, removal, demolition or similar work of any description by the Licensee related to the DAS Facilities or the Licensed Area (collectively referred to as the "Licensee's Improvements"):
- i) In no event, including termination of this Agreement for any reason, is the City obligated to compensate the Licensee in any manner for any of Licensee's Improvements or other work provided by the Licensee during or related to this Agreement. The Licensee shall timely pay for all labor, materials and work and all professional and other services related to Licensee's Improvements and defend, indemnify and hold harmless the City against the same.
  - ii) All work performed by Licensee must be in a workmanlike manner, and be diligently pursued to completion and in conformance with all building codes and similar requirements. Licensee's Improvements shall be commensurate with high quality industry standards as approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed.
  - iii) Licensee acknowledges that as of the Effective Date of this Agreement, the City has not approved or promised to approve any plans for the Licensee's Improvements, except for those improvements already in place or to the extent expressly stated in this Agreement.
  - iv) Licensee shall make no structural or grading alterations, or similar structural modifications or additions or other significant construction work to the Licensed Area without having first received the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Review shall include 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 materials, design, function and appearance.
  - v) Licensee shall keep as-built records of the Licensee's Improvements and furnish copies of records to the City, at no cost to the City, upon completion of improvements and any changes to the same. Licensee shall participate as a member of the Blue Stake Center under A.R.S. § 40-360.21, *et seq.*, regarding

underground facilities, and submit proof of participation to the Property Manager upon request.

- vi) All changes to utility facilities shall be limited to the Licensed Area and shall be undertaken by the Licensee only with the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.
  - vii) 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 Licensed Area.
  - viii) Licensee shall properly mark and sign all excavations and maintain barriers and traffic control in accordance with applicable laws, regulations and best management practices.
- B. The following procedure governs the Licensee's submission to the City of all plans for the Licensed Area and the Licensee's Improvements, including any proposed changes by the Licensee of previously approved plans:
- i) Licensee shall coordinate with the City as necessary on significant design issues prior to submission of plans.
  - ii) 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 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 Agreement or the Licensee's Improvements.
  - iii) No plans are considered finally submitted until the Licensee delivers to the City a formal certification by an engineer licensed in Arizona, acceptable to the project manager, to the effect that all of the Licensee's Improvements are properly designed to be safe and functional as designed and as required by this Agreement. The certification shall be accompanied by and refer to any backup information and analysis as the project manager may reasonably require.
  - iv) No plans are considered approved until stamped "APPROVED" and dated by the City's project manager.
  - v) Licensee acknowledges that the Project Manager's authority with respect to the Licensed Area is limited to the administration of the requirements of this Agreement. Licensee is responsible to secure all zoning approvals, design revisions or other governmental approvals and to satisfy all governmental

requirements pertaining to the project and may not rely on the City or Project Manager to initiate or suggest any particular process or course of action.

- vi) The City's issuance of building permits shall not be considered valid unless the plans have been approved as stated in subsection (iv) above. 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 such plan approvals and requirements.
- vii) The Licensee shall, in the submittal of all plans, allow adequate time for all communications and plan revisions necessary to obtain approvals and shall schedule its performances and revise its plans as necessary to timely obtain all approvals and make payment of all applicable fees.
- viii) Any delay in City's review of or marking Licensee's plans with changes necessary to approve the plans, or approve the revised plans in accordance with the City's normal plan-review procedures, will not be considered approval of the plans but may operate to extend Licensee's construction deadlines. The City agrees to use reasonable efforts to review, mark or approve Licensee's plans in a prompt and timely manner and in conformance with established policies and procedures.
- ix) The Licensee shall provide the City with two (2) complete sets of detailed plans and specifications of the work as completed.
- x) The parties shall use reasonable efforts to resolve any design and construction issues to their mutual satisfaction but, 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 discretion,.
- xi) Before any construction begins on the Licensed Area, the Licensee shall provide the City with performance bonds, and if considered necessary by the City, payment bonds, in amounts equal to the full amount of the written construction contract pursuant to which such construction is to be done. The payment bond shall be solely for the protection of claimants supplying labor or materials for the required construction work and the performance bond shall be solely for the protection of the City, conditioned upon the faithful performance of the required construction work. Bonds shall be executed by a surety company duly authorized to do business in Arizona, and acceptable to the City and shall be kept in place for the duration of the work.

## 9. LICENSEE'S INITIAL CONSTRUCTION.

No later than eighteen (18) months after the Effective Date, the Licensee shall install the DAS Facilities in the Licensed Area in accordance with all of the specifications contained



in the attached Exhibit A. Equipment already in place from previous authorization will also be reflected in Exhibit A.

10. MAINTENANCE.

- A. The Licensee has, at its own cost, all responsibilities for improvements to and maintenance of the DAS Facilities in the Licensed Area during the term of this Agreement.
- B. Licensee, at its expense, shall use reasonable efforts to minimize the visual and operational impacts of the equipment as required by any City Ordinance, permit, or other permission necessary for the installation or use of the Licensed Area.

11. CO-LOCATION.

- A. Subject to subsection (B) below, the Licensee shall at all times use reasonable efforts to cooperate with the City or any third parties with regard to the possible co-location of additional equipment, facilities or structures in and around the Licensed Area ("Co-location"). If a Co-location is feasible, the City may, in its sole discretion, negotiate a Co-location license agreement with any third party on terms as the City considers appropriate, not inconsistent with the rights and obligations of the parties under this Agreement. Licensee's consent in connection with the final determination of Co-location of a third party is not required. Any fees or charges paid by an additional Co-locator belong solely to the City.
- B. Prior to permitting the installation of a Co-location by any third party in or around the Licensed Area which may interfere with the Licensee's operations, the City shall give the Licensee thirty (30) days notice of the proposed Co-location so that the Licensee can determine if the Co-location will interfere with the DAS Facilities. If the Licensee determines that interference is likely, the Licensee shall, within the notice period, give the City a detailed written explanation of the anticipated interference, including supporting documentation as may be reasonably necessary for the City to evaluate the Licensee's position. The City and the Licensee shall promptly use reasonable efforts to resolve any interference problems before the City permits a Co-location to the third party. If a subsequent licensee is permitted to operate near the Licensed Area, and the subsequent licensee's operations materially interfere with Licensee's DAS Facilities, then the City shall direct the subsequent licensee to remedy the interference within seventy-two (72) hours. If the interference is not resolved within this period, then the City will direct the subsequent licensee to cease its operation until the interference is resolved. These same procedures apply to any interference caused by Licensee with respect to any Co-location existing and as configured prior to the installation of Licensee's DAS Facilities.

12. ASSIGNMENT.

- A. Licensee may assign this Agreement, upon thirty (30) days' written notice to the City, to any person or entity controlling, controlled by or under common ownership with the Licensee or Licensee's parent company, or to any person or entity that, acquires the Licensee's business and assumes all obligations of the Licensee under this Agreement. Other assignments require City 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 reasonable evidence of its financial ability to fully perform under the terms of this Agreement to the City at least thirty (30) days prior to any transfer of the Licensee's interest, in no event will the City unreasonably withhold, condition, or delay its approval to a proposed assignment.
- B. The Licensee may, upon notice to the City, mortgage or grant a security interest in this Agreement and the DAS Facilities, and may assign this Agreement and the DAS Facilities to any mortgagees, deed of trust beneficiaries or holders of security interests, including their successors or assigns ("Mortgagees"), so long as the Mortgagees agree to be bound by the terms of this Agreement. If so, the City shall execute consent to leasehold or other financing as may be reasonably required by Mortgagees. In no event will Licensee grant or attempt to grant a security interest in any of the real property underlying the Licensed Area.
- C. Subject to subsections (A) and (B) above, Licensee shall not assign any of its interest under this Agreement, nor permit any other person to occupy the Licensed Area.

13. SECURITY DEPOSIT.

- A. Amount of Security Deposit. Within forty five (45) days of the full execution of this Agreement, (as defined in paragraph 4.C above) Licensee agrees to deliver to City a security deposit in the amount of two thousand dollars (\$2,000.00) per location covered by this Agreement. City shall hold the Security Deposit as security for the performance of the Licensee's obligations under this Agreement.
- B. Use of Security Deposit. City may (but is not required to) without prejudice to any other remedy City has, apply all or part of the Security Deposit to:
  - i) Any Rent, including Base Rent, or other sum in default;
  - ii) any amount that City may spend or become obligated to spend in exercising City's unconditional rights pursuant to Facilities Removal, Restoration or to remove any and all portions of the Facilities that remain on the Licensed Area by the earlier of thirty (30) days following cessation

of Licensee's operations at the Licensed Area, or the Expiration Date of this Agreement; and

- iii) any expense, loss, or damage that City may suffer because of Licensee's default.

- C. Refund of Security Deposit. Licensee must remove, to City's satisfaction, all elements of the Facilities and all associated improvements of every kind and nature constructed, erected or placed by Licensee on the Licensed Area by the earlier of the thirty (30) days following cessation of Licensee's operations at the Licensed Area, or expiration date of this Agreement in order to secure refund of any portion of its Security Deposit.

#### 14. REGULATORY AGENCIES, SERVICES, FINANCIALS AND BANKRUPTCY.

- A. The Licensee shall upon request provide to the City:
  - i) All relevant petitions, applications, communications and reports submitted by the Licensee to the Arizona Corporation Commission, inclusive of any requirements under A.R.S. § 40-441 *et seq.*, or other state or federal authority having jurisdiction that directly relates to Licensee's operations in the Licensed Area;
  - ii) Licensing documentation concerning all services of whatever nature being offered or provided by the Licensee over facilities in the Licensed Area. Copies of responses from regulatory agencies to the Licensee shall be available to the City upon request. To the extent permitted by Arizona's Public Records Law, A.R.S. § 39-121 *et seq.*, the City will treat all documentation and information obtained pursuant to this Section 14 as proprietary and confidential.
- B. The Licensee shall upon request provide the City, copies of any petition, application, communications or other documents related to any filing by the Licensee of bankruptcy, receivership or trusteeship.

#### 15. DEFAULT; TERMINATION BY CITY.

- A. The City may terminate this Agreement for any of the following reasons upon thirty (30) days' written notice to Licensee:
  - i) Failure of Licensee to perform any obligation under this Agreement, after Licensee fails to cure default within the notice and cure period. However, if cure cannot reasonably be implemented within the notice period, Licensee

must commence and diligently pursue to cure within ninety (90) days of the City's notice.

- ii) The taking of possession for a period of ten (10) days or more of substantially all of Licensee's personal property in the Licensed Area 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.
  - iii) The filing of any lien against the Licensed Area due to any act or omission of the Licensee that is not discharged or fully bonded within thirty (30) days of receipt of actual notice by the Licensee.
- B. The City may place the Licensee in default of this Agreement by giving the Licensee fifteen (15) days written notice of the Licensee's failure to timely pay the rent required under this Agreement or any other charges required to be paid by the Licensee pursuant to this Agreement. If Licensee does not cure the default within the notice period the City may terminate this Agreement or exercise any other remedy allowed by law or equity.
  - C. If the Licensee, through any fault of its own, at any time fails to maintain all insurance coverage required by this Agreement, the City may, upon written notice to the Licensee, immediately terminate this Agreement or secure the required insurance at Licensee's expense.
  - D. Failure by a party to take any authorized action upon default by the other party does not constitute a waiver of the default nor of any subsequent default by the other party. City's acceptance of the License fee or any other fees or charges for any period after a default by the Licensee is not considered a waiver or estoppel of the City's right to terminate this Agreement for any subsequent failure by the Licensee to comply with its obligations.
  - E. Upon the termination of this Agreement for any reason, all rights of the Licensee terminate, including all rights of the Licensee's creditors, trustees and assigns and all others similarly situated as to the Licensed Area.

16. TERMINATION.

- A. This Agreement may be terminated for any of the following reasons:
  - i) By either party upon issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining the Licensee's use of any portion of the Licensed Area and remaining in force for a period of thirty (30) consecutive days.

- ii) By either party upon the inability of the Licensee to use any substantial portion of the Licensed Area for a period of thirty (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.
  - iii) By either party upon ninety (90) days' written notice, if the Licensee is unable to obtain or maintain any license, permit or governmental approval necessary for the construction, installation or operation of the DAS Facilities or the Licensee's business.
  - iv) By Licensee, for any reason with sixty (60) days' written notice to the City.
- B. In order to exercise the termination provisions above the party exercising termination must not itself be in default under the terms of this Agreement beyond any applicable grace or cure period and, if not otherwise stated above, provide reasonable written notice to the other party.

17. INDEMNIFICATION.

- A. The 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 the Licensee or its agents, employees and invitees (hereinafter referred to collectively as "Licensee" in this Section) in connection with the 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 negligence or willful acts of the City, be indemnified by Licensee against all losses, damages or claims. The City shall give the Licensee prompt notice of any claim made or suit instituted that may subject the 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 and at the City's sole cost without relieving the Licensee of any obligations under this Agreement. Licensee's obligations under this Section survive any termination of this Agreement or the Licensee's activities in the Licensed Area.
- B. In all cases related to this Agreement, not just those related to indemnification, neither party to this Agreement shall be liable to the other for indirect, punitive, or consequential damages.

18. INSURANCE.

- A. The Licensee shall procure and at all times maintain the following types and amounts of insurance for its operations in the Licensed Area:
  - i) Commercial general liability and property damage insurance in the minimum amount of \$2,000,000 combined single limit, \$5,000,000 aggregate.
  - ii) Any other insurance, as the City's Project Manager may determine, to be necessary for the Licensee's operations and is commercially reasonable.
- B. Insurance shall:
  - i) Be from a company rated at least A- by AM Best;
  - ii) Name the City as an additional insured on the insurance policy and maintain coverage through the term of the Agreement;
  - iii) Require 20 days' written notice to the City prior to cancellation for any reason except, non-payment of premium;
  - iv) Include contractual liability coverage for the obligation of indemnity assumed in this Agreement, subject to standard policy provisions and exclusions; and
  - v) Be primary and non-contributory with respect to all other available sources, as relates to Licensee's negligence.
- C. Licensee shall provide appropriate certificates of insurance to the City for all insurance policies required by this Section. Absence of City request for proof of initial or renewal coverage does not waive any insurance requirements under this paragraph.

19. DAMAGE OR DESTRUCTION / REPLACEMENT POLES.

- A. The City has no obligation to reimburse the Licensee for the loss of or damage to fixtures, equipment or other personal property of the Licensee, except for loss or damage caused by the negligence or fault of the City or its officers, employees or agents. The Licensee may insure such fixtures, equipment or other personal property for its own protection if it so desires.
- B. Replacement Pole. If the licensor approves a Licensee proposal to install Antennas on a Licensor owned pole, then in addition to the other requirements of this Agreement the following shall apply:
  - i) Licensee shall provide and deliver to the Licensor a replacement pole (excluding mast arm); so that a replacement is immediately available to Licensor in case the original pole is damaged.

- ii) If the Licenser uses a replacement pole, then Licensee shall provide another replacement pole.
- iii) All performance under this paragraph shall be at Licensee's expense. Licenser owns the original pole and all replacement poles.
- iv) This paragraph does not diminish the plans approval or any other requirement of this Agreement.

20. SURRENDER OF POSSESSION.

Upon the expiration or termination of this Agreement, the Licensee's right to occupy the Licensed Area and exercise the privileges and rights granted under this Agreement shall cease, and it shall surrender and leave the Licensed Area in good condition, normal wear and tear excepted. Unless otherwise provided, all trade fixtures, equipment, and other personal property installed or placed by the Licensee on the Licensed Area shall remain the property of the Licensee, and the Licensee may, at any time during the term of this Agreement, and for an additional period of ninety (90) days after its expiration, remove the same from the Licensed Area so long as Licensee is not in default of any of its obligations, and repairs at its sole cost, any damage caused by the removal. Any property not removed by the Licensee within the 90-day period becomes a part of the Licensed Area, and ownership vests in the City, or the City may, at the Licensee's expense, have the property removed. Licensee's indemnity under this Agreement applies to any post termination removal operations.

21. NOTICE.

- A. 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  
    5850 West Glendale Avenue  
    Glendale, AZ 85301  
    Attention: Project Manager

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

TO THE LICENSEE:                NewPath Networks, LLC

c/o Crown Castle USA Inc.  
E. Blake Hawk, General Counsel  
Attn: Legal – Real Estate Dept.  
2000 Corporate Drive  
Canonsburg, PA 15317  
(866) 482-8890

WITH A COPY, WHICH SHALL NOT CONSTITUTE LEGAL NOTICE TO:

NewPath Networks, LLC  
c/o Crown Castle USA Inc.  
2000 Corporate Drive  
Canonsburg, PA 15317  
Attn: SCN Contracts Management

Emergency Contact Phone Numbers:  
DAS Network Operations Center (NOC)

(888) 632-0931

- B. Any notice given by certified mail is considered to be received on the date delivered or refusal to accept. Either party may designate in writing a different address for notice purposes pursuant to this Section.
- C. Under Section 6(E) of this Agreement, all notices of Licensee's intent to enter the Licensed Area shall be provided to the project manager, or designee at telephone numbers to be provided to Licensee by separate correspondence upon execution of this Agreement.

22. SEVERABILITY.

If any provision of this Agreement is declared invalid by a court of competent jurisdiction the remaining terms remain effective so long as the elimination of any invalid provision does not materially prejudice either party with regard to its respective rights and obligations. In the event of material prejudice the adversely affected party may terminate this Agreement.

23. TAXES AND LICENSES.

- A. The Licensee shall pay any leasehold tax, possessory-interest tax, sales tax, personal property tax, transaction privilege tax, use tax or other exaction assessed or assessable as a direct result of its occupancy of the Licensed Area under authority of this Agreement, including any tax assessable on the City. If laws or judicial decisions result in the imposition of a real property tax on the interest of the City as a direct result of Licensee's occupancy of the Licensed Area, the tax shall also be



paid by the Licensee on a proportional basis for the period this Agreement is in effect.

- B. The 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.

24. GOVERNING LAW.

This Agreement is governed by the laws of the State of Arizona. If any claim or litigation between the City and the Licensee arises under this Agreement, the successful party is entitled to recover its reasonable attorneys' fees, expert witness fees and other costs incurred in connection with the claim or litigation.

25. RULES AND REGULATIONS.

The 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 Licensed Area, including all laws, ordinances, rules and regulations adopted after the Effective Date. The Licensee shall display to the City, upon request, any permits, licenses or other reasonable evidence of compliance with the law.

26. RIGHT OF ENTRY RESERVED.

- A. The City may, at any time, enter upon the Licensed Area for any lawful purpose, so long as the action does not unreasonably interfere with the Licensee's use or occupancy of the Licensed Area. The City shall have access to the DAS Facilities itself only in emergencies.
- B. Without limiting the generality of the foregoing, 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 Licensed Area at any time to make repairs, replacements or alterations that may, in the opinion of the City, be necessary or advisable and from time to time to construct or install over, in or under the Licensed Area systems or parts and in connection with maintenance, use the Licensed Area for access to other parts in and around the Licensed Area. Exercise of rights of access to repair, to make alterations or commence new construction will not unreasonably interfere with the use and occupancy of the Licensed Area by the Licensee.
- C. Exercise of any of the foregoing rights by the City or others pursuant to the City's rights does not constitute an eviction of the Licensee, nor are grounds for any abatement of fees or any claim for damages.

27. RELOCATION.

- A. 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 Licensed Area or right-of-way in close proximity to the Licensed Area, are already located and the conflict between the Licensee's potential DAS Facilities and existing facilities can only be resolved expeditiously, as determined by the City, by the movement of the existing City or other permitted facilities.
- B. The City shall not bear any cost of relocation of Licensee's DAS Facilities, where in the City's discretion, relocation is reasonable and necessary in connection with City right-of-way repairs, improvements or other capital projects affecting the Licensed Area. City shall provide Licensee no less than ninety (90) days advance notice of a requirement to relocate. If the City becomes aware of a potential delay involving the Licensee's relocation, the City shall notify the Licensee within thirty (30) days of becoming aware of the potential delay. The Licensee may object in writing to the determination of relocation to the City's Project Manager within ten (10) days of receipt of the notice to relocate. The Project Manager shall consider the objection and respond in writing to Licensee within thirty (30) days of receipt of the objection. The Project Manager's determination is final. Notwithstanding the foregoing, if the City issues a permit to a private developer, subsequent to the effective date of this Agreement that requires the relocation, or otherwise disturbs Licensee's DAS Facilities, those costs will be borne by the developer.
- C. If Licensee's relocation effort delays construction of a public project causing the City to be liable for delay or other damages, the Licensee shall reimburse the City for those damages attributable to the delay created by the Licensee. If Licensee disputes the amount of damages attributable to the Licensee, the matter shall be referred to the Dispute Resolution Board as defined below. The Dispute Resolution Board shall consist of one member selected by the City, one member selected by the Licensee, and a third member agreed upon by both parties. The member agreed upon by both parties shall be chairperson of the Dispute Resolution Board. Expenses for the Dispute Resolution Board shall be shared equally by the City and the Licensee. The Board will hear the dispute promptly, and render an opinion as soon as possible, but in no case later than sixty (60) days after notification by the City of Licensee's allocated share of damages suffered by the City. All decisions of the Dispute Resolution Board are non-binding on the City or the Licensee; however the findings of the Dispute Resolution Board shall be admissible in any legal action. The City and the Licensee shall accept or reject findings of the Dispute Resolution Board within thirty (30) days after receipt of the findings. If damages are assessed by the Dispute Resolution Board, and accepted by the City and the Licensee, the Licensee shall pay the City within thirty (30) days. If the Licensee fails to pay the damages in full within thirty (30) days the Licensee is responsible for interest on the unpaid balance at the rate of 18% per annum from that date until payment is made in full. Nothing herein prevents a mutual agreement between the City and the Licensee to use alternative dispute resolution for disputes related to other Agreement provisions.

28. CONFLICTS OF INTEREST.

This Agreement may be cancelled for conflicts of interest as described under A.R.S. § 38-511.

29. PROHIBITIONS.

Licensee, and on behalf of any subcontractor, certifies, to the extent applicable under A.R.S. §§ 35-391 *et. seq* and 35-393 *et. seq*, that neither has “scrutinized” business operations, as defined in the preceding sections, in the countries of Sudan or Iran.

30. MISCELLANEOUS.

This Agreement constitutes the entire agreement between the parties concerning the subject matter stated and supersedes all prior negotiations, understandings and agreements between the parties concerning those matters. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its terms and 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 the waiver or modification is sought to be enforced. Electronic signature blocks do not constitute a signature for purposes of this Agreement. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument. The terms of this Agreement are binding upon and inure to the benefit of the parties’ successors and assigns.



**EXHIBIT A**

*(see attached)*

newpath

NETWORKS

SITE #:  
SITE NAME:  
JURISDICTION:  
COUNTY:  
STATE:

GLEN 06  
S. E. TRAFFIC POLE  
GLENDALE  
MARICOPA  
ARIZONA

SHEET INDEX

- T-1 TITLE SHEET
- C-1 TOPOGRAPHIC SURVEY
- A-1 OVERALL SITE PLAN
- A-2 ENLARGED SITE PLAN
- A-3 ELEVATIONS
- E-1 ELECTRICAL PLAN
- E-2 ONE LINE DIAGRAM AND PANEL SCHEDULE
- E-3 GROUNDING PLAN
- E-4 ELECTRICAL DETAILS
- S-1 PIEN FOUNDATION PLAN AND SECTION

PROJECT SUMMARY

PROPERTY CORNER:  
SECTION 16, T10N, R10E, S10E, 1/4  
GLENDALE, AZ 85301

SITE ADDRESS:  
S.W. CORNER OF 81ST AVE.  
AND GLENDALE AVENUE  
GLENDALE, AZ 85303

APPLICANT:  
NEWPATH NETWORKS  
10000 N. MOUNTAIN VIEW  
SUITE 100  
GLENDALE, AZ 85303  
PHONE: (602) 550-3858  
FAX: (602) 550-3788

ZONING/PERMITTING  
CONTACT: MIKE KAVANAGH  
PHONE: (602) 550-3858

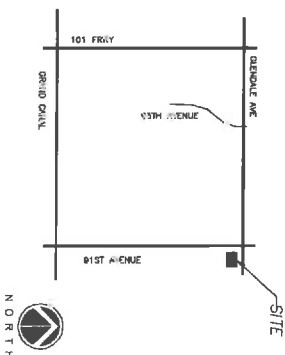
CONSULTING TEAM

ARCHITECTURAL:  
KDC ARCHITECTS, DORSETT, P.C.  
3324 S. 7TH LN  
TEMPE, ARIZONA 85282  
CONTACT: STEVE WOODBURY  
PHONE: (602) 948-7400  
FAX: (602) 948-7400

ELECTRICAL:  
KDC ARCHITECTS, DORSETT, P.C.  
3324 S. 7TH LN  
TEMPE, ARIZONA 85282  
CONTACT: STEVE WOODBURY  
PHONE: (602) 948-7400  
FAX: (602) 948-7400

SUBMITTER:  
WOS  
6001 E. BUCKINGHAM RD  
SUITE 100  
GLENDALE, ARIZONA 85303  
PHONE: (602) 550-3858  
FAX: (602) 550-3788

VACINITY MAP



PROJECT DESCRIPTION

PROPOSED ONE (1) ANTENNA PER SECTION WITH 3 SECTIONS (TOTAL OF 3 ANTENNAS) @ 10' x 8' x 10' (SHOULD BE MAINTAINED TO PROPOSED PER ON 60' (MAX) TOWER WITH 10' (MAX) TOWER. (SEE NOTE 1) FOR CRITICAL ANTENNA DATA)

BUILDING CODE: 2003 INTERNATIONAL BUILDING CODE  
2003 NATIONAL ELECTRICAL CODE

OCCUPANCY CLASSIFICATION: U-2 (NEW TRAFFIC POLE)

TYPE OF CONSTRUCTION: N/A (NO RELATED EQUIPMENT CORNERS)

SYMBOLS



DRIVING DIRECTIONS

FROM THE I-17 HARBOR FREEWAY, APPROX. 1.5 MILES WEST TO I-17 AND I-17 NORTH, TURN LEFT ON GLENDALE AVENUE, TRAVEL EAST, THEN TURN RIGHT ON 81ST AVENUE, 1/4 MILE SOUTH AT THE WEST SITE.

APPROVAL BLOCK

PROJECT INFORMATION

GLEN 06  
S. E. TRAFFIC POLE

S.E. CORNER OF 81ST AVE.  
AND GLENDALE AVENUE  
GLENDALE, AZ 85303

SHEET TITLE

TITLE SHEET,  
VICINITY MAP  
AND GENERAL  
INFORMATION

SHEET NUMBER

T-1

newpath  
NETWORKS

1000 N. GLENDALE AVENUE, SUITE 100, GLENDALE, AZ 85303  
PHONE: (602) 550-3858 FAX: (602) 550-3788

PLANT PROVIDED BY



KDC Antenna - Dorsett, P.C.  
1000 N. GLENDALE AVENUE, SUITE 100, GLENDALE, AZ 85303  
PHONE: (602) 550-3858 FAX: (602) 550-3788

TO DATE DESCRIPTION BY

TO DATE	DESCRIPTION	BY
1 02/10/08	PRELIMINARY	RD
2 04/11/08	SUBMITTAL	RD

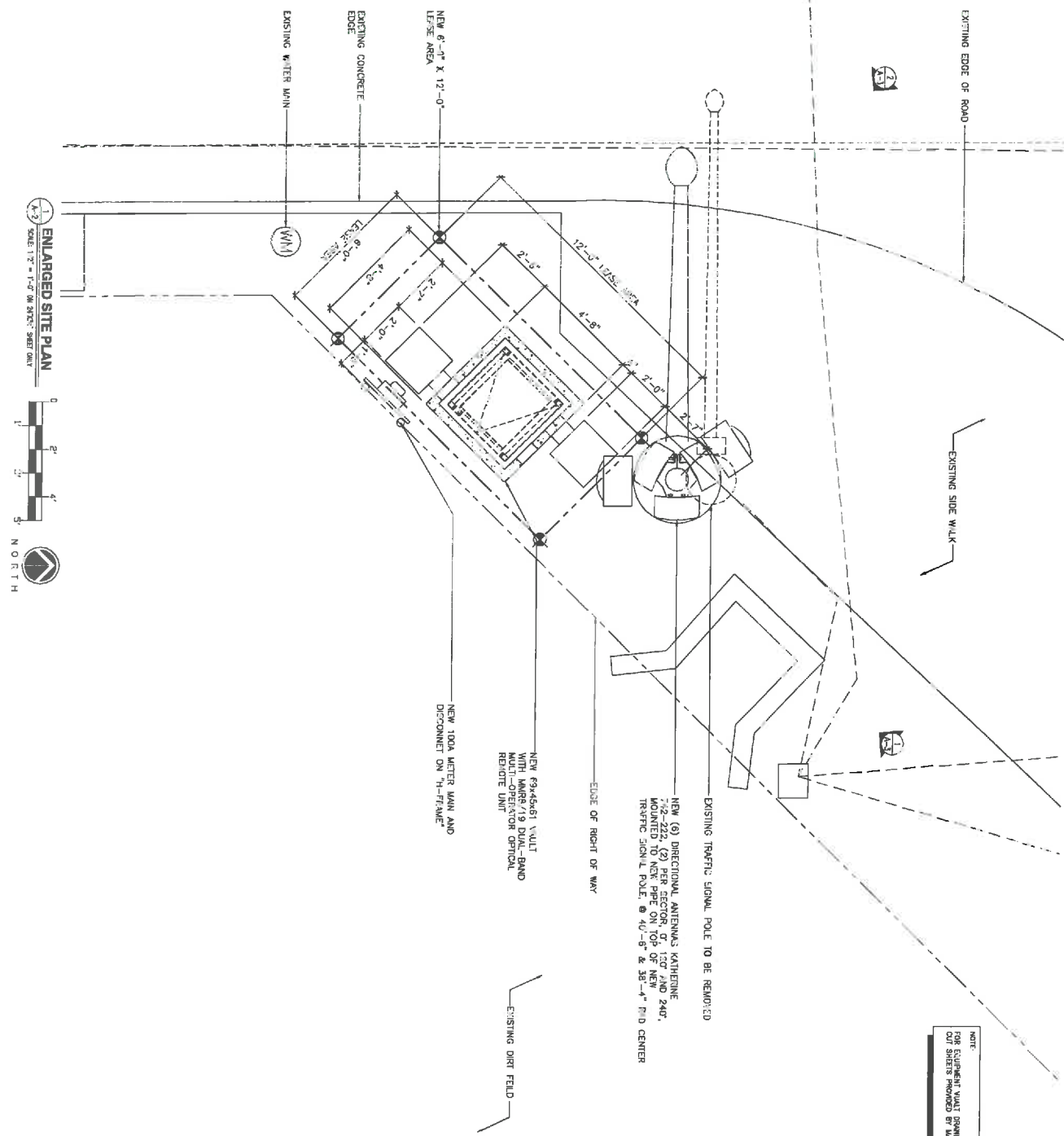




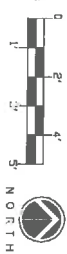
PROJECT INFORMATION  
182004.002  
**GLEN 06**  
S. E. TRAFFIC POLE



NOTE:  
FOR EQUIPMENT WHAT DIMENSIONS REFER TO  
CUT SHEETS PROVIDED BY MANUFACTURER.



ENLARGED SITE PLAN  
SCALE: 1" = 1'-0" ON 24"x36" SHEET ONLY



**newpath**  
NETWORKS

1300 N. MOUNTAIN LANE WAY, SUITE 100, WA, 98103  
PHONE: (206) 525-5555 FAX: (206) 525-7788



**KDC** Antenna - Engineer, P.E.  
112-022 (12) PER SECTION 2407  
802.435.7459 FAX 802.435-7453  
WWW.KDCNETWORKS.COM

NO.	DATE	DESCRIPTION	BY
1	02/10/08	PRELIMINARY	RO
2	04/13/08	SUBMITTAL	RO

PROJECT INFORMATION  
102004.C02

**GLEN 06**  
S. E. TRAFFIC POLE

S. E. CORNER OF 31st AVE.  
AND GLENDALE AVENUE  
GLENDALE, AZ 85303

SHEET TITLE

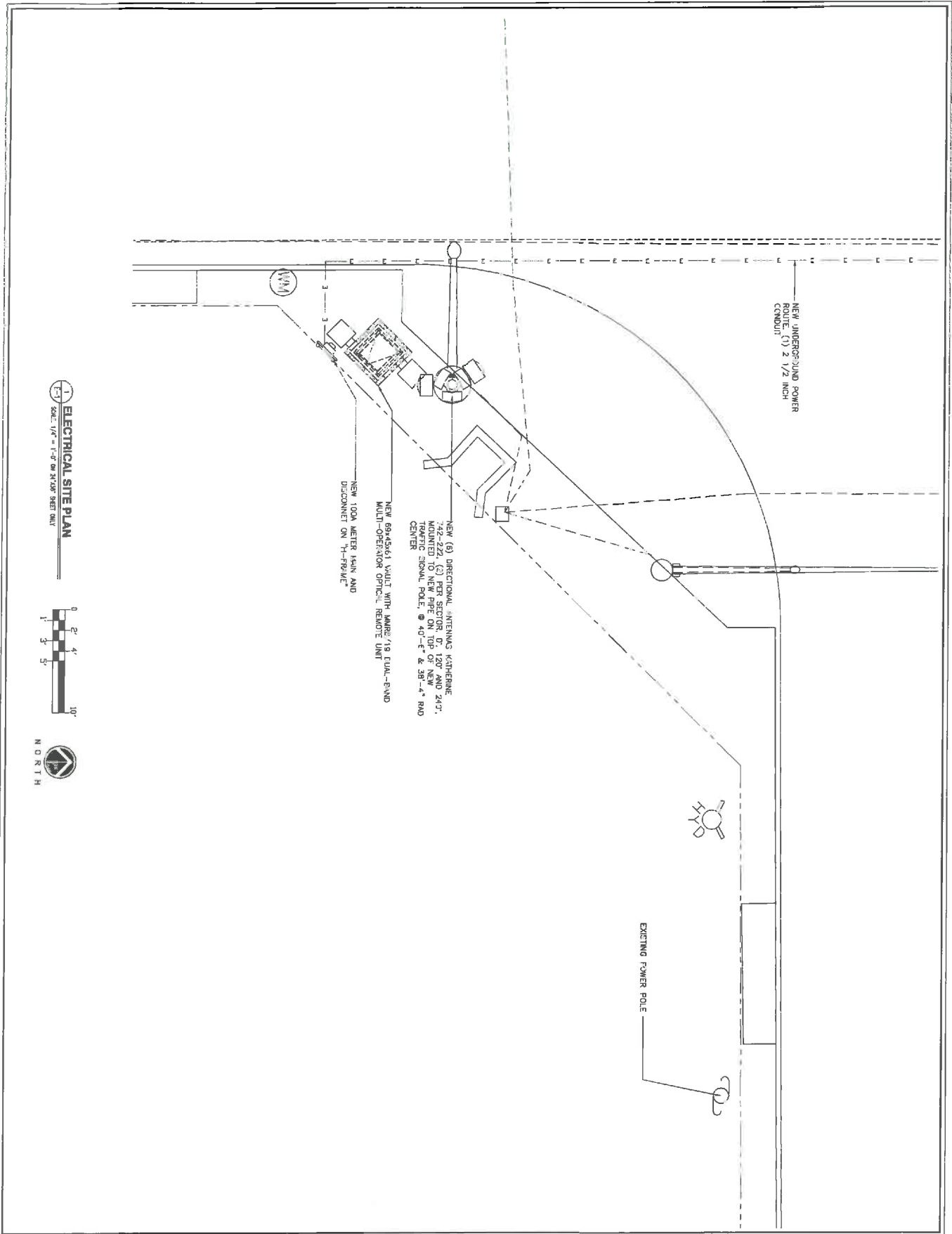
ENLARGED SITE PLAN

SHEET NUMBER

**A-2**

APPROVAL BLOCK

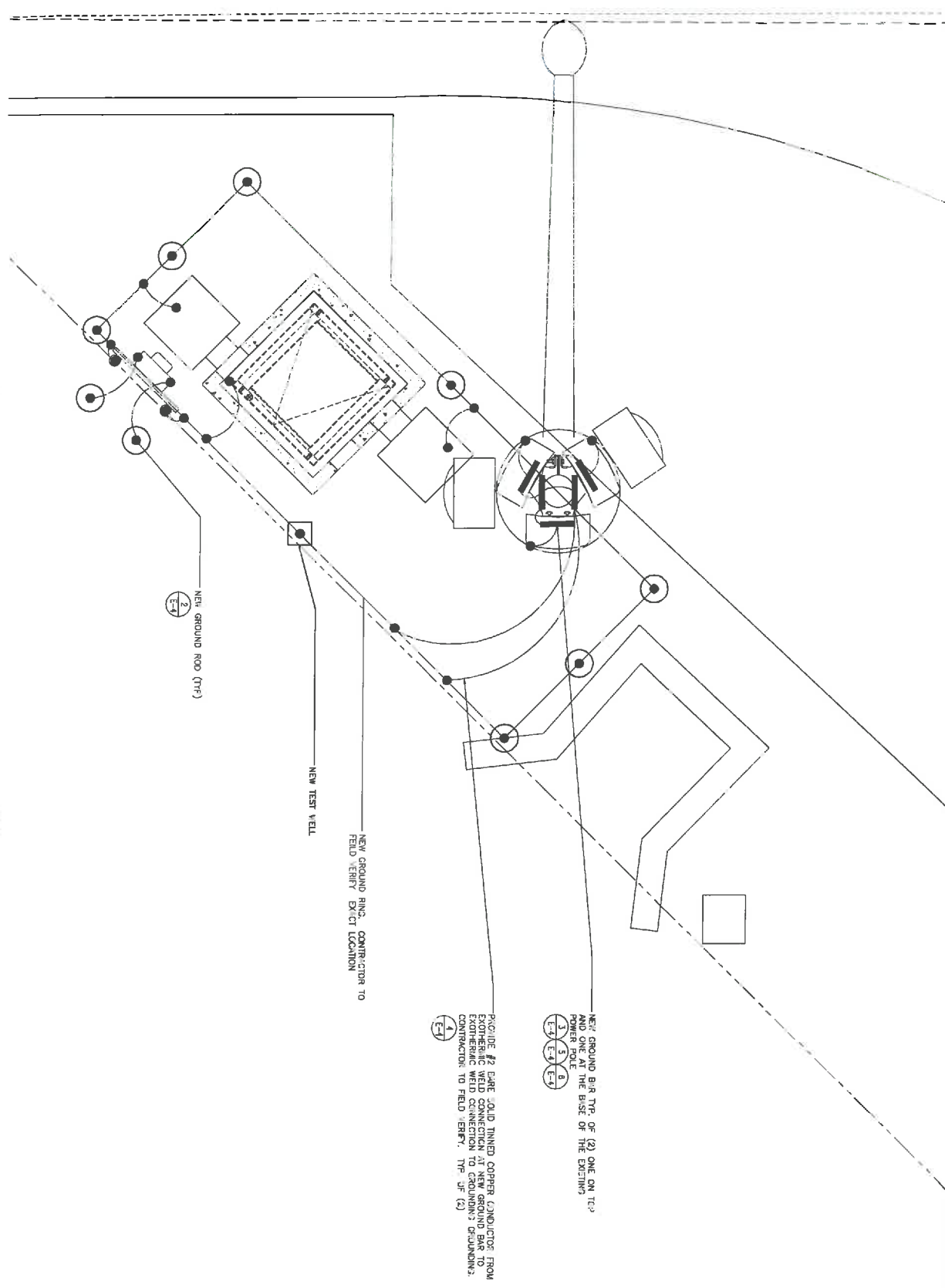




<p>1300 N. NORTH LAKE WAY, SUITE 100, WA, 98103 PHONE: (206) 285-2858 FAX: (206) 285-2788</p> <p>PLANS PREPARED BY</p>		<p>KDC ENGINEERS, P.C. 802 ASH ST. N.E. BOX 382 - 403 SEASIDE, WA 98138 PHONE: (206) 285-2858 FAX: (206) 285-2788</p>
PROJECT INFORMATION	<p>18C004-002</p> <p><b>GLEN 06</b></p> <p><b>S. E. TRAFFIC POLE</b></p> <p>S.E. CORNER OF 51st AVE. AND GLENDALE AVENUE GLENDALE, AL 35235</p>	
SHEET TITLE	<p><b>ELECTRICAL SITE PLAN</b></p>	
SHEET NUMBER	<p><b>E-1</b></p>	
<p>APPROVAL BLOCK</p>		

NO.	DATE	DESCRIPTION	BY
1	02/10/06	PRELIMINARY	HO
2	04/19/06	SUBMITTAL	HO





**GROUNDING PLAN**  
SCALE 3/4" = 1'-0" ON 24"x36" SHEET ONLY



APPROVAL BLOCK


SHEET NUMBER  
**E-3**

**GROUNDING PLAN**

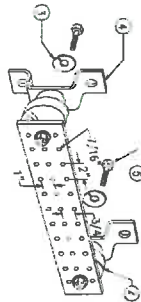
PROJECT INFORMATION  
182004.002  
**GLEN 06**  
**S. E. TRAFFIC POLE**  
S.E. CORNER OF 31st AVE.  
AND GLENDALE AVENUE  
GLENDALE, AZ 85305

SHEET TITLE

NO.	DATE	DESCRIPTION	BY
1	02/10/08	PRELIMINARY	RO
2	04/13/08	SUBMITTAL	JO

  
**KDC**  
 KDC/Colorado - Engineers, P.C.  
 1800 N. GUTHRIE LANE, SUITE 200, GLENDALE, AZ 85305  
 PHONE: (602) 550-0800 FAX: (602) 550-2700  
 WWW.KDC.COM

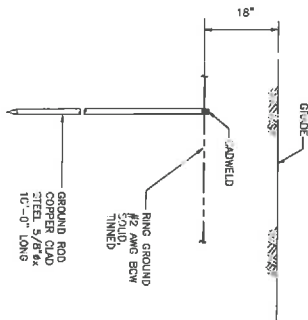
  
 1800 N. GUTHRIE LANE, SUITE 200, GLENDALE, AZ 85305  
 PHONE: (602) 550-0800 FAX: (602) 550-2700  
 WWW.KDC.COM



- 1- CLIPPER GROUND ROD 1/2" x 4' x 5/8" NEWTON INSTRUMENT CO. CAT. NO. 3-4412 OR EQUIV. FOR EARTH RODS. DOUBLE END LUG CONFIGURATION. ACTUAL GROUND BAR SIZE WILL VARY BASED ON NUMBER OF GROUND CONNECTIONS.
- 2- INSULATORS, NEWTON INSTRUMENT CAT. NO. 3701-4 OR EQUIV.
- 3- 5/8" LOCK WASHERS, NEWTON INSTRUMENT CO. CAT. NO. 3015-8 OR EQUIV.
- 4- WALL MOUNTING BRACKET, NEWTON INSTRUMENT CO. CAT. NO. 3-0256 OR EQUIV.
- 5- 5/8-11 x 1" HRS. BOLTS, NEWTON INSTRUMENT CO. CAT. NO. 3012-1 OR EQUIV.
- 6- INSULATORS SHALL BE ELIMINATED WHEN BONDING DIRECTLY TO TOWER/MONOPOLE STRUCTURE. CONNECTION TO TOWER/MONOPOLE STRUCTURE SHALL BE PER MANUFACTURER'S RECOMMENDATIONS.

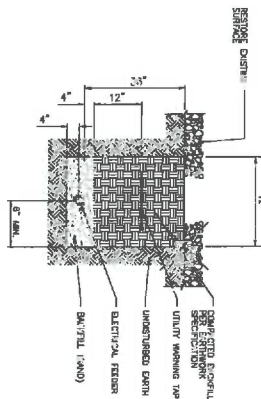
### GROUND BAR

N12



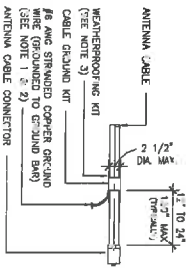
### GROUND ROD DETAIL

N13



### TRENCH DETAIL

N13

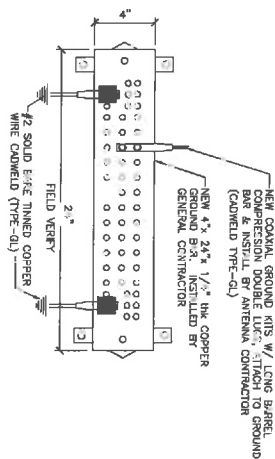


### CONNECTION OF CABLE GROUND KIT TO ANTENNA CABLE

- NOTES:
1. DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND EAR.
  2. CABLE GROUND KIT SHALL BE TYPE AND PART NUMBER AS APPLIED OR RECOMMENDED BY CABLE MANUFACTURER.
  3. WIRE PROTECTING SHALL BE TWO-PART TYPE KIT, COLD STRIKER SHALL NOT BE USED.

### CABLE GROUND KIT

N13



### GROUND WIRE TO REBAR

NOTE: COAT ALL MECHANICAL CONNECTIONS WITH "900X" OR APPROVED EQUIV.

### GROUND WIRE TO REBAR

N12

**nowpath**  
NETWORKS

1500 N. NORTH LANE AND 50TH ST. #100  
TAMPA, FLORIDA 33613  
PHONE: (813) 360-0055 FAX: (813) 360-0055

PLANT: PREPARED BY:

**KDC**  
KDC Networks - Engineers, P.C.  
702 N. 7th St. Suite 100  
Tampa, Florida 33602  
Tel: (813) 742-7422 Fax: (813) 438-7103  
E-Mail: kdc@kdc.com

NO.	DATE	DESCRIPTION	BY
1	02/10/06	PRELIMINARY	RO
2	04/19/08	SUBMITTAL	RO

### PROJECT INFORMATION

102004.002

**GLEN 06**  
**S. E. TRAFFIC POLE**

S.E. CORNER OF 91st AVE.  
AND GLENDALE AVENUE  
GLENDALE, FL 33505

### SHEET TITLE

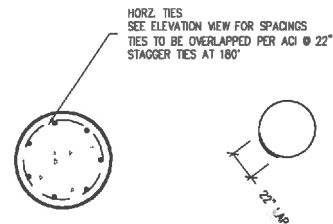
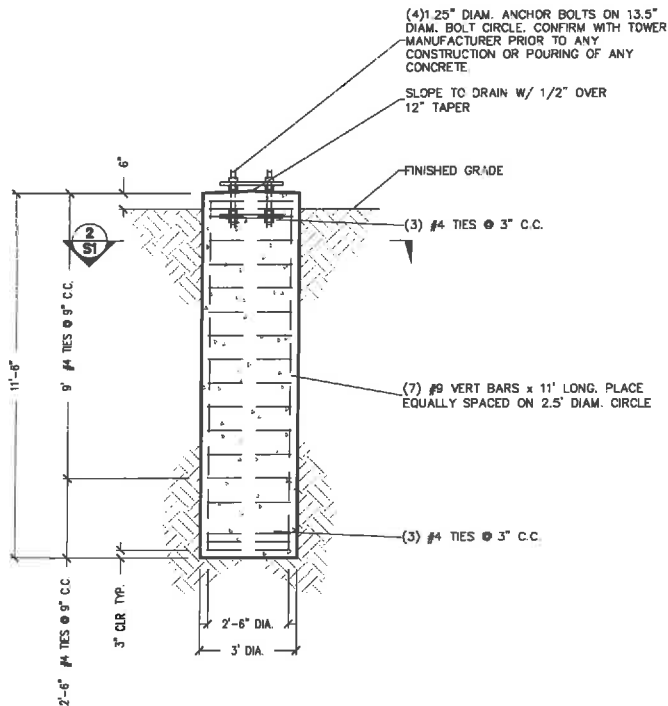
### ELECTRICAL DETAILS

### SHEET NUMBER

**E-4**

### APPROVAL BLOCK

**New Path Node # 6**  
Gendle, AZ



**2 SECTION VIEW**  
SCALE: 1/4" = 1'-0"

**1 ELEVATION VIEW**  
SCALE: 1/4" = 1'-0"

ANCHOR BOLTS DETAILS MUST BE CONFIRMED WITH THE TOWER MANUFACTURER PRIOR TO POURING OF ANY CONCRETE.

**PIER FOUNDATION - ELEVATION AND SECTION FOR 40' MONOPOLE**

**NOTES**

- FOUNDATION REACTIONS ARE AS PER E-MAIL FROM STEVE CLARK DATED 4/18/06
- SOIL VALUES AS PER GEOTECHNICAL REPORT BY FOREE & YANN, INC #16887 DATED 3/15/06
- ALL WORK SHALL BE DONE BY A CONTRACTOR EXPERIENCED IN SIMILAR WORK.
- CONTACT THE ENGINEER IF THE FIELD CONDITIONS VARIES FROM AS STATED IN THE GEOTECHNICAL REPORT.
- ALL CONCRETE SHALL HAVE A MINIMUM 28 DAYS COMPRESSIVE STRENGTH OF 4,000 PSI.
- ALL CONCRETE WORK SHALL CONFORM TO ACI 318 BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE.
- CONCRETE COVERAGE OVER ALL STEEL SHALL CONFORM TO ACI 318 BUILDING CODE MINIMUM REQUIREMENTS AND AS SHOWN ON STRUCTURAL DETAILS.
- ALL REINFORCING STEEL BARS SHALL BE DOMESTIC, NEW BILLET STEEL, ASTM A-615, GRADE 60. REINFORCING SHALL BE DETAILED AND FABRICATED IN ACCORDANCE WITH ACI 315-LATEST EDITION - "MANUAL OF STANDARD FOR DETAILING REINFORCED CONCRETE".
- WELDING OF REINFORCING BARS AND DWEL BARS IS PROHIBITED UNLESS OTHERWISE APPROVED BY ENGINEER.
- PRIOR TO THE EXCAVATION, CHECK AREA FOR LOCATION OF UNDERGROUND PIPES, CABLES, ETC.
- NO LOOSE DIRT OR FOREIGN MATERIAL SHOULD REMAIN AT THE BOTTOM OF THE EXCAVATION.
- DESIGN IS BASED ON THE ASSUMPTION THAT THE FINISHED GRADE WILL BE THE SAME AS EXISTING GRADE. ANY CHANGED TO THIS SHOULD BE NOTIFIED TO THE STRUCTURAL ENGINEER.
- ALL OSHA TRENCHING GUIDELINES SHOULD BE FOLLOWED. ALL SAFETY & EXCAVATION PROCEDURES SHOULD BE ESTABLISHED BEFORE CONSTRUCTION.

- CONTRACTOR SHOULD BE FAMILIAR WITH THE GEOTECHNICAL REPORT.
- ALL PIER CONSTRUCTION SHOULD BE IN CONFORMANCE WITH ACI 336.3R "DESIGN AND CONSTRUCTION OF DRILLED PIERS" - LATEST EDITION.
- CONCRETE SHALL BE PLACED INTO EXCAVATION WITHIN 6-8 HOURS OF EXCAVATION WITH THE USE OF A CHUTE OR HOPPER DEVICE TO DIRECT THE CONCRETE TO FALL WITHIN THE CENTER OF THE STEEL CAGE. CONCRETE SLUMP SHALL NOT BE LESS THAN 4" NOR MORE THAN 6". CONCRETE SHALL NOT BE ALLOWED TO HIT THE STEEL CAGE WHICH WOULD CAUSE SEGREGATION OF THE MATERIAL.
- PROPERLY COMPACT THE CONCRETE BY VIBRATING IN ACCORDANCE TO ACI 309 "STANDARD PRACTICE FOR CONSOLIDATION OF CONCRETE".
- REFER TO SITE PLAN FOR TOWER ORIENTATION AND LOCATION.
- PIER HOLE SHOULD BE DRILLED PLUMB AND TRUE WITH AN ALLOWABLE TOLERANCE OF 2%.
- ANCHOR BOLTS TO BE FURNISHED BY THE TOWER MANUFACTURER. SET THE ANCHOR BOLTS WITH THE TEMPLATES PROVIDED AS PER MANUFACTURER INSTRUCTIONS. SUFFICIENT SPACING SHOULD BE PROVIDED UNDER THE TEMPLATE FOR CONCRETE FINISHING.
- TO AVOID CAVE-INS USE TEMPORARY CASING. DEWATERING MAY BE REQUIRED.
- DO NOT LEAVE CASING IN PLACE.

DESIGN LOADS - REFER NOTE #1	
DOWNLOAD	1.3 KIPS
UPLIFT	0 KIPS
SHEAR	.5 KIPS
MOMENT	12.8 FT-KIPS

BILL OF MATERIAL			
DESCRIPTION	SIZE	LENGTH	QTY.
VERTICAL REBAR	#9	11'-0"	7
PIER TIES	#4	8'-0"	10

**APPROXIMATE CONCRETE VOLUME**  
3.4 CUBIC YARDS



ALL DRAWINGS AND WRITTEN MATERIALS CONTAINED HEREIN ARE THE PROPERTY OF ALLPRO CONSULTING GROUP, INC. AND MAY NOT BE DUPLICATED, USED OR DISCLOSED.

**S1**  
OF  
**1**

DRAWN BY: JG  
ENG'D. BY: JG  
APP'D. BY: JMC  
JOB # 06-413

**CLIENT**  
**New Path Node # 6**  
**Gendle, AZ**  
**KDC ARCHITECTS/NEW PATH NETWORKS**  
**ARIZONA**

REV	DATE	DESCRIPTION	BY
0	4/19/06	FINAL ISSUE	JG

KDC Architects-Engineers, P.C.  
3224 S. Fair Ln., Tempe, AZ 85283  
Phone: 800-438-7179 Fax: 800-438-7400  
www.kdcarchitect.com










**ALLPRO**  
CONSULTING GROUP, INC.  
1007 N. 5th Ave., # 102, Richardson, TX 75081  
Phone: 214-621-1743 Fax: 888-964-4275  
www.allprocg.com



## VACINITY MAP

A map of the study area showing the location of the site. The map includes Grand Canal, 101 Freeway, 80th Avenue, and Grand Ave. A north arrow is also present.

### DRIVING DIRECTIONS

 NORTH ARROW  
 MAGNETIC NORTH  
 TRUE NORTH  
 TILTED NORTH ARROW  
 TILTED MAGNETIC NORTH  
 TILTED TRUE NORTH  
 TILTED NORTH ARROW  
 TILTED MAGNETIC NORTH  
 TILTED TRUE NORTH

FROM THE SKY HARBOR PHOTON AIRPORT.

**new path**  
**NETWORKS**

1330 N. HARRIS LANE, SUITE 307, CHICAGO, IL 60610  
PHONE: (708) 368-1818 FAX: (708) 631-2748

PLANS PREPARED BY \_\_\_\_\_

**KDC Architects - Engineers, P.C.**  
3224 S. Fair Ln.  
Tempe, Arizona 85281  
602.438.7169 FAX 602.438-7400  
Website: [www.kdcarchitects.com](http://www.kdcarchitects.com)

NO	DATE	DESCRIPTION	BY
1	02/16/06	PRELIMINARY	RO
2	04/19/05	SUBMITAL	RO


PROJECT INFORMATION -  
12/2003.003

**GLEN 04**  
**N. E. TRAFFIC POLE**  
N.E. CORNER OF 95th AVE  
AND GLENDALE AVENUE  
GLENDALE, AZ 85305

**SHEET TITLE** \_\_\_\_\_  
**TITLE SHEET,**  
**VICINITY MAP**  
**AND GENERAL**  
**INFORMATION**

三

APPROVAL BLOCK



CENTER OF TRAFFIC SIGNAL (NAE-93)  
LATITUDE 34° 32' 15.56" NORTH  
LONGITUDE 112° 15' 48.782" WEST  
ELEVATION 1070.0 (NA-D88)



NO.	DATE	DESCRIPTION	BY
1	02/07/06	PRELIMINARY	CH
1	3/15/06	ADD BLUE STAKE	DH

1300 N. NORTH LAKE WAY SEATTLE, WA 98107  
PHONE: (206) 530-3656 FAX: (206) 633-2708

**newpath**  
NEW WOMEN'S

PROJECT INFORMATION  
182003.002  
GLEN 04  
N. E. TRAFFIC POLE

# SITE SURVEY

SHEET NUMBER C-1

### APPROVAL BLOCK



1500 N. 10TH AVE. NEW RICHTELL, WA 98103  
PHONE (206) 486-1888 FAX (206) 432-2788

PLAN: PREPARED BY



KDC Architects - Engineers, P.C.  
621.433.7739 P.O. BOX 53282  
Tampa, Arizona 85382-7603  
www.kdcinc.com

NO. DATE DESCRIPTION BY

1 02/10/03 PRELIMINARY KO

2 04/19/06 SUBMITTAL RU

PROJECT INFORMATION

182003.C03

**GLEN 04**  
**N. E. TRAFFIC POLE**

N.E. CORNER OF USE: N.E.  
AVENUE AND  
GLENDALE, AZ 85305

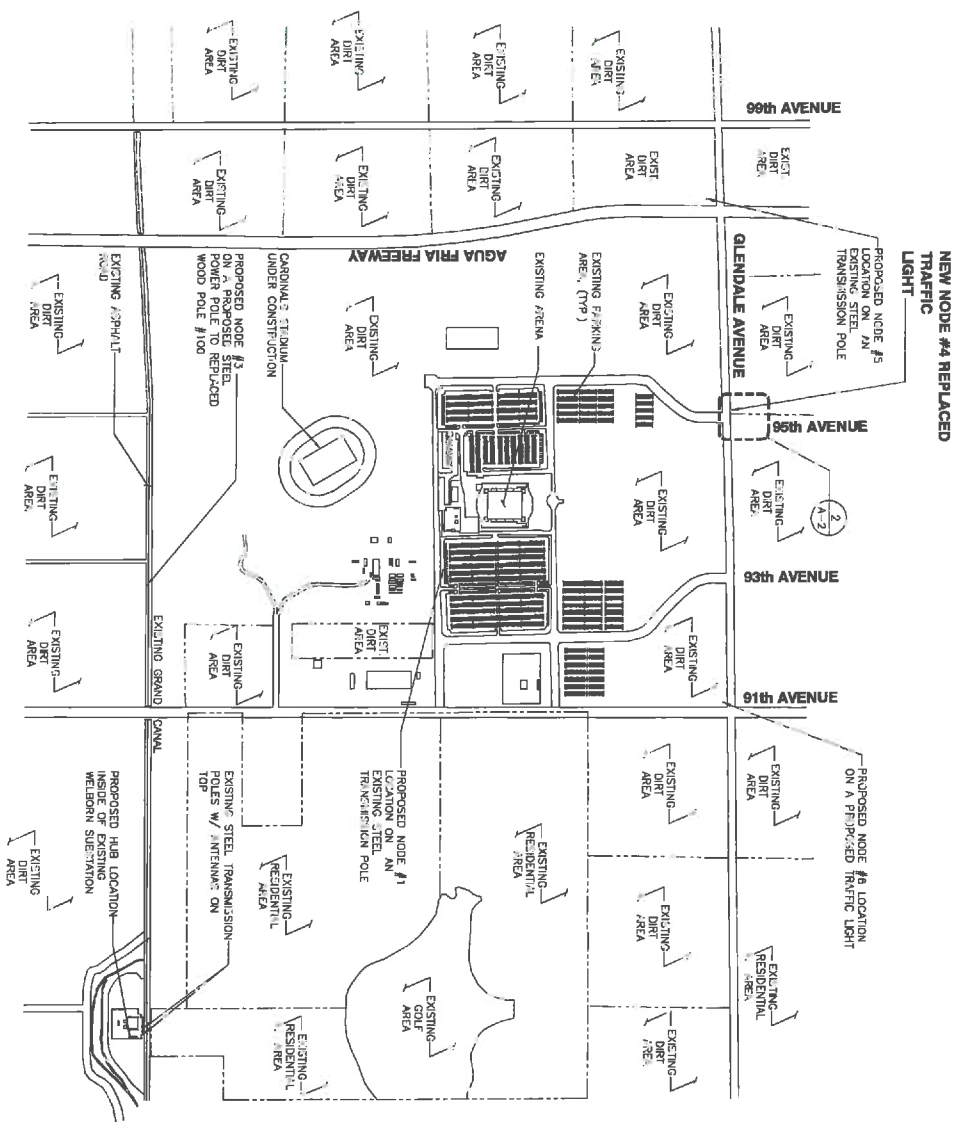
SHEET TITLE

**SITE PLAN**

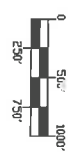
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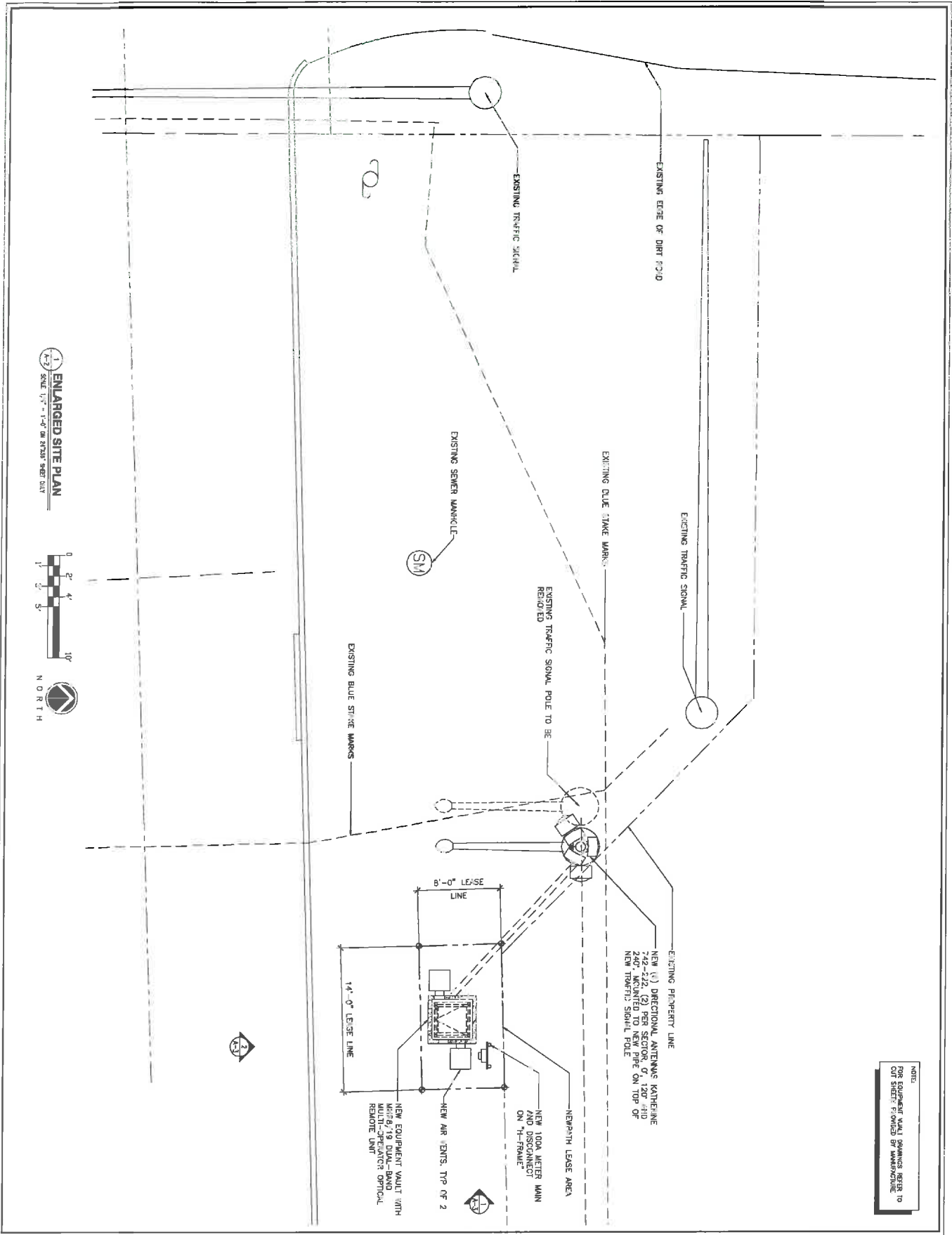
**A-1**

APPROVAL BLOCK



**OVERALL SITE PLAN**  
SCALE: 1" = 500'-0" OR 8" X 11" SHEET ONLY





**APPROVAL BLOCK**

**ENLARGED SITE PLAN**

SHEET NUMBER

A-2

**PROJECT INFORMATION**

182003.003

**GLEN 04**

**N. E. TRAFFIC POLE**

N.E. CORNER OF 95th & E. 4th

AD. CONTRACT 182003

GLENN, NE 65005

**newpath NETWORKS**

1300 N. 40TH AVE. SUITE 200, DENVER, CO 80202

PHONE: (303) 555-1800 FAX: (303) 555-2700

**KDC**

KDC Networks - Engineers, P.C.

1000 N. 10th St. Suite 100, Tempe, Arizona 85282

BR 24387433 FAX 602 438-7403

TEL 602 438-7403

**PLANS PREPARED BY**

DATE: 02/16/08

DESCRIPTION: PRELIMINARY

BY: RD

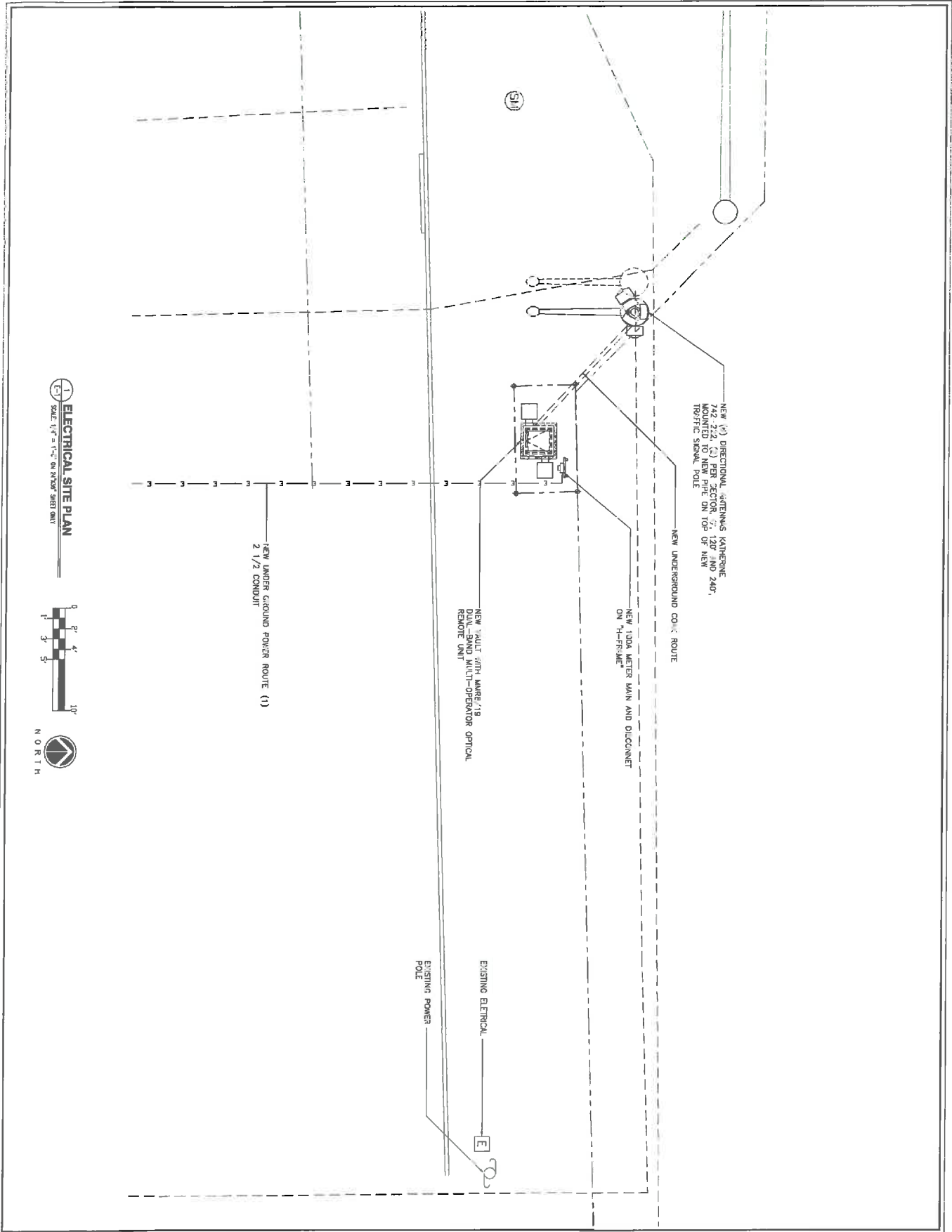
NO. 2

DATE: 04/16/08

DESCRIPTION: SUBMITTAL

BY: RD





<p>1000 N. NORTH LANE, SUITE 100, WILSON, NC 27157          PHONE: (919) 887-8000 FAX: (919) 887-8000</p>		<p>PLANS PREPARED BY:</p> <p>KDC</p>	
<p>PROJECT INFORMATION</p> <p>182003.003</p> <p><b>GLEN 04</b></p> <p><b>N. E. TRAFFIC POLE</b></p> <p>1/2" CORNER OF 95th AVE. AND 10th ST. GLENDALE, AZ 85305</p>		<p>SHEET TITLE</p> <p><b>ELECTRICAL SITE PLAN</b></p>	
<p>SHEET NUMBER</p> <p><b>E-1</b></p>		<p>APPROVAL BLOCK</p>	

NO. 1	DATE: 02/10/01	DESCRIPTION: PRELIMINARY	BY: RJO
NO. 2	DATE: 04/19/16	DESCRIPTION: SUBMITTAL	BY: RJO



NEW GROUND RIG TYP. OF (2) ONE ON TOP  
AND ONE AT THE BASE OF THE EXISTING  
POWER POLE

PROVIDE #2 BARE SOLID THINNET COPPER CONDUCTOR FROM  
EXOTHERMIC WELD CONNECTION AT NEW GROUND EAR TO  
CONDUCTOR TO FIELD ENTRY. TYP. OF (2)

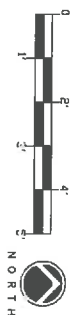
NEW GROUND RIG. CONTRACTOR TO  
FIELD ENTRY EXACT LOCATION

EXOTHERMIC WELD (TYP)

NEW TEST WELL

NEW GROUND ROD (TYP)

**GROUNDING PLAN**  
SCALE: 1" = 1'-0" ON ANYONE SHEET ONLY



**newpath**  
NETWORKS

1300 N. NORTH LANE, SUITE 100, GLENDALE, CA 91201  
PHONE: (626) 348-1400 FAX: (626) 348-2528



KDC IN-1000 - Equipment, P.C.  
800.438.7428 Fax: 802.238-7403  
Tempe, Arizona 85282  
www.kdc.com

NO. DATE DESCRIPTION BY

1 02/10/01 PRELIMINARY RD

2 04/15/03 SUBMITTAL RD

PROJECT INFORMATION  
120003.003

**GLEN 04**  
**N. E. TRAFFIC POLE**

N.E. CORNER OF 95th A.E.  
AND GLENDALE BOULEVARD  
GLENDALE, AZ 85305

SHEET TITLE

**GROUNDING PLAN**

SHEET NUMBER

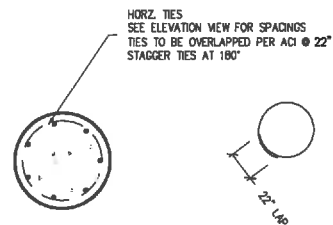
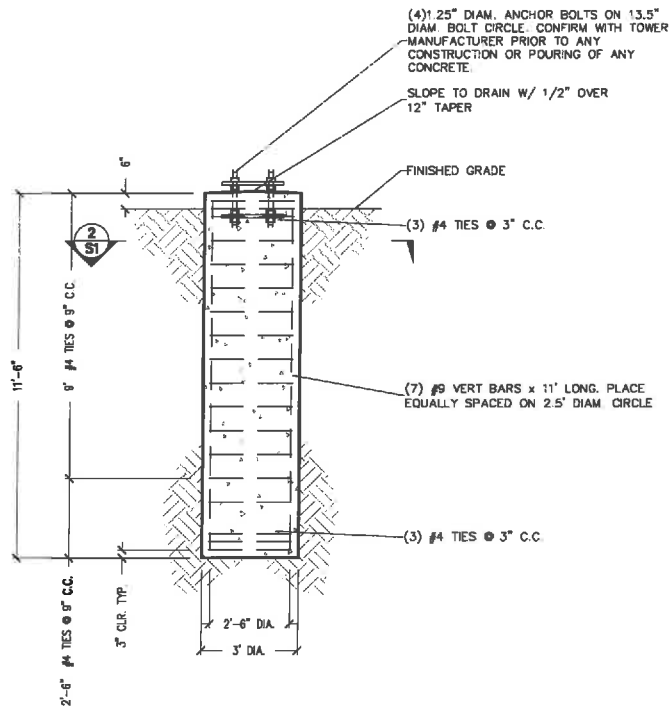
**E-3**

APPROVAL BLOCK





**New Path Node # 4**  
Glendale, AZ



**2 SECTION VIEW**  
SCALE: 1/4" = 1'-0"

ANCHOR BOLT DETAILS MUST BE CONFIRMED WITH THE TOWER MANUFACTURER PRIOR TO POURING OF ANY CONCRETE.

**1 ELEVATION VIEW**  
SCALE: 1/4" = 1'-0"

**PIER FOUNDATION - ELEVATION AND SECTION FOR 40' MONOPOLE**

**NOTES**

- FOUNDATION REACTIONS ARE AS PER E-MAIL FROM STEVE CLARK DATED 4/18/06
- SOIL VALUES AS PER GEOTECHNICAL REPORT BY FOREE & VANN, INC #16780 DATED 3/15/06
- ALL WORK SHALL BE DONE BY A CONTRACTOR EXPERIENCED IN SIMILAR WORK.
- CONTACT THE ENGINEER IF THE FIELD CONDITIONS VARIES FROM AS STATED IN THE GEOTECHNICAL REPORT.
- ALL CONCRETE SHALL HAVE A MINIMUM 28 DAYS COMPRESSIVE STRENGTH OF 4,000 PSI.
- ALL CONCRETE WORK SHALL CONFORM TO ACI 318 BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE.
- CONCRETE COVERAGE OVER ALL STEEL SHALL CONFORM TO ACI 318 BUILDING CODE MINIMUM REQUIREMENTS AND AS SHOWN ON STRUCTURAL DETAILS.
- ALL REINFORCING STEEL BARS SHALL BE DOMESTIC, NEW BILLET STEEL, ASTM A-615, GRADE 60. REINFORCING SHALL BE DETAILED AND FABRICATED IN ACCORDANCE WITH ACI 315-LATEST EDITION - "MANUAL OF STANDARD FOR DETAILING REINFORCED CONCRETE".
- WELDING OF REINFORCING BARS AND DOWEL BARS IS PROHIBITED UNLESS OTHERWISE APPROVED BY ENGINEER.
- PRIOR TO THE EXCAVATION, CHECK AREA FOR LOCATION OF UNDERGROUND PIPES, CABLES, ETC.
- NO LOOSE DIRT OR FOREIGN MATERIAL SHOULD REMAIN AT THE BOTTOM OF THE EXCAVATION.
- DESIGN IS BASED ON THE ASSUMPTION THAT THE FINISHED GRADE WILL BE THE SAME AS EXISTING GRADE. ANY CHANGED TO THIS SHOULD BE NOTIFIED TO THE STRUCTURAL ENGINEER.
- ALL OSHA TRENCHING GUIDELINES SHOULD BE FOLLOWED. ALL SAFETY & EXCAVATION PROCEDURES SHOULD BE ESTABLISHED BEFORE CONSTRUCTION.
- CONTRACTOR SHOULD BE FAMILIAR WITH THE GEOTECHNICAL REPORT.
- ALL PIER CONSTRUCTION SHOULD BE IN CONFORMANCE WITH ACI 336.3R "DESIGN AND CONSTRUCTION OF DRILLED PIERS" - LATEST EDITION.
- CONCRETE SHALL BE PLACED INTO EXCAVATION WITHIN 6-8 HOURS OF EXCAVATION WITH THE USE OF A CHUTE OR HOPPER DEVICE TO DIRECT THE CONCRETE TO FALL WITHIN THE CENTER OF THE STEEL CAGE. CONCRETE SLUMP SHALL NOT BE LESS THAN 4" NOR MORE THAN 6". CONCRETE SHALL NOT BE ALLOWED TO HIT THE STEEL CAGE WHICH WOULD CAUSE SEGREGATION OF THE MATERIAL.
- PROPERLY COMPACT THE CONCRETE BY VIBRATING IN ACCORDANCE TO ACI 309 "STANDARD PRACTICE FOR CONSOLIDATION OF CONCRETE".
- REFER TO SITE PLAN FOR TOWER ORIENTATION AND LOCATION.
- PIER HOLE SHOULD BE DRILLED PLUMB AND TRUE WITH AN ALLOWABLE TOLERANCE OF 2K.
- ANCHOR BOLTS TO BE FURNISHED BY THE TOWER MANUFACTURER. SET THE ANCHOR BOLTS WITH THE TEMPLATES PROVIDED AS PER MANUFACTURER INSTRUCTIONS. SUFFICIENT SPACING SHOULD BE PROVIDED UNDER THE TEMPLATE FOR CONCRETE FINISHING.
- TO AVOID CAVE-INS USE TEMPORARY CASING. DEWATERING MAY BE REQUIRED.
- DO NOT LEAVE CASING IN PLACE.

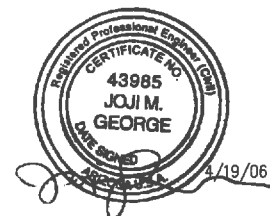
**DESIGN LOADS - REFER NOTE #1**

DOWNLOAD	1.3 KPS
UPLIFT	0 KPS
WIND	5 KPS
MOMENT	12.9 FT-KIPS

**BILL OF MATERIAL**

DESCRIPTION	SIZE	LENGTH	QTY.
VERTICAL REBAR	#4	11'-0" ±	7
PIER TIES	#4	8'-0" ±	19

**APPROXIMATE CONCRETE VOLUME**  
3.4 CUBIC YARDS



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SHEET  
**S1**  
OF  
**1**

DRAWN BY:  
JC  
ENG'D. BY:  
JC  
APP'D. BY:  
JMG  
JOB #  
06-413

SITE DESCRIPTION  
**New Path Node # 4**  
Glendale, AZ  
CLIENT  
**KDC ARCHITECTS/NEW PATH NETWORKS**  
ARIZONA

REV	DATE	DESCRIPTION	BY
0	4/19/06	FINAL ISSUE	JG

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