

CITY COUNCIL REPORT



Meeting Date: November 12, 2019
 General Plan Element: **Public Services and Facilities**
 General Plan Goal: **Provide reliable power and communication services that match the character of Scottsdale**

ACTION

Authorize a Wireless License Agreement with Sprint Spectrum L.P. Adopt Resolution 11567 authorizing License Agreement 2019-150-COS with Sprint Spectrum L.P. ("Sprint") permitting the continued operation of a wireless site on the northeast corner of Pima Road and Dynamite Boulevard.

BACKGROUND

The purpose of this action is to approve a license agreement with Sprint for the continued use of wireless equipment at the City's recently acquired Pima and Dynamite trailhead property. This will allow Sprint to continue to provide greater capacity in the area for existing and future customers and it will enhance 911 emergency services.

Sprint has existing antenna arrays located on an existing APS utility tower. This installation was approved on State land before the City acquired the property from the Arizona State Land Department. License Agreement 2019-150-COS will replace the existing temporary license. The antennas are located near the southern and eastern edges of the property line, with an equipment shelter adjacent to the tower. The site currently has an existing antenna and equipment.

The license use fee to be paid to the city is \$26,400.00 per year with annual fee escalation of 3% beginning July 1, 2021. The term of the license is twenty years with no extensions. Sprint will also pay \$2,200 per month for unpaid use fees between the date of this agreement and April 1, 2019.

This agreement uses the Standard Terms dated December 12, 2016 for all new wireless agreements not in the right-of-way. Licensor maintains a right to terminate this agreement with a 180-day notice. Other terms covered by the Standard Terms include: payments/late fees, City's reserved rights, use restrictions, improvements generally including future alterations, maintenance, breach by licensee, termination, insurance, destruction and damage, and compliance with the law.

ANALYSIS & ASSESSMENT

Recent Staff Action

Action Taken _____

Staff negotiated license terms for the wireless facility based on similar agreements for other wireless sites.

Significant Issues to be Addressed

Sprint will coordinate all construction work with the City’s contract administrator if any work is requested on the site and must give advance notice to the City to gain access to the licensed area. A 24-hour telephone number is provided by Sprint in the event of an emergency.

Community Involvement

This is an existing site. No changes are proposed.

RESOURCE IMPACTS

Available funding

No City funding is required as a result of this action.

Staffing, Workload Impact

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

Maintenance Requirements

No significant maintenance requirements will result from this action.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

Adopt Resolution 11567 approving License Agreement 2019-150-COS with Sprint Spectrum for the continued operation and maintenance of a wireless site.

Proposed Next Steps

If Council adopts Resolution 11567, Sprint Spectrum will continue to operate the site as it has in the past.

RESPONSIBLE DEPARTMENT(S)


Public Works Division, Capital Project Management

Community Services

STAFF CONTACTS (S)

Bob Hults, Real Estate Management Specialist, (480) 312-7066 rhults@scottsdaleaz.gov

APPROVED BY



Daniel J. Worth, Executive Director, Public Works
(480) 312-5555, dworth@scottsdaleaz.gov

10-25-19

Date

ATTACHMENTS

1. Resolution 11567
2. Location Map
3. License Agreement 2019-150-COS

RESOLUTION NO. 11567

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING WIRELESS COMMUNICATIONS ANTENNA SITE REVOCABLE LICENSE AGREEMENT NO. 2019-150-COS BETWEEN THE CITY OF SCOTTSDALE AND SPRINT SPECTRUM L.P., A DELAWARE LIMITED PARTNERSHIP, FOR A WIRELESS TELECOMMUNICATION ANTENNA SITE ON CITY OWNED LAND AT 28175 N PIMA RD, SCOTTSDALE AZ

(Licensee Site Name – Sprint Legend)

WHEREAS:

A. City of Scottsdale ("City") owns interests in certain real property known as Pima/Dynamite Trailhead, Licensee Site Name – PH03XC165 Sprint Legend, in the City of Scottsdale at 28175 N Pima Road, Scottsdale, AZ 85262.

B. Sprint Spectrum, L.P., a Delaware limited partnership ("Sprint") desires to enter into a new agreement with City for use of a portion of the Pima/Dynamite Trailhead for construction and operation of a wireless telecommunication site.

C. City desires to allow Sprint to use said property for that purpose.

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

Section 1. The Mayor is authorized and directed to execute the Wireless Communications Antenna Site Revocable License Agreement No. 2019-150-COS with Sprint for the wireless telecommunications antennas site at the Pima/Dynamite Trailhead.

PASSED AND ADOPTED by the Council of the City of Scottsdale this _____ day of _____, 2019.

CITY OF SCOTTSDALE, an Arizona
municipal corporation

ATTEST:

W. J. "Jim" Lane, Mayor

Carolyn Jagger, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

Margaret Wilson

Sherry R. Scott, City Attorney

By: Margaret Wilson, Senior Assistant City Attorney

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Resolution 11567

ATTACHMENT 1



ATTACHMENT 2					
PROJECT TITLE LOCATION MAP					
DEPT. JRD	DRAWN JRD	DATE 9/19	SCALE NTS	SHT. 1 OF 1	



**WIRELESS COMMUNICATIONS ANTENNA SITE
REVOCABLE LICENSE AGREEMENT**

THIS WIRELESS COMMUNICATIONS ANTENNA SITE REVOCABLE LICENSE AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 20____, by the City of Scottsdale, an Arizona municipal corporation ("Licensor"), and Sprint Spectrum L.P., a Delaware limited partnership ("Licensee").

RECITALS

Location: 28175 N. Pima Rd.
Scottsdale, AZ 85262

City Contract Administrator: Robert Hults **Telephone:** 480-312-7250
Asset Management Specialist **E-Mail:** RHults@scottsdaleaz.gov

LICENSEE:
Entity Name: Sprint Spectrum L.P **Principal Contact:** Lisa Neely
Street Address: Mailstop KSOPHT0101- **Business Phone:** (623)204-0005
Z26506391 Sprint
Parkway

City, State Zip Overland Park, KS **Fax:** _____
66251-2650 **E-Mail:** Lisa.Neely@Sprint.com

A. Licensor has recorded a certain Notice of Standard Terms dated December 12, 2016 ("Standard Terms Notice") which was recorded December 12, 2016 at document no. 2016-0915314 of the public records of Maricopa County, Arizona.

B. The Standard Terms sets out various recitals ("Standard Recitals") and provisions (collectively the "Standard Terms").

C. Licensor owns or holds a fee simple ownership interest in the following parcels of land:

1. A large parcel of land known as the "Large City Parcel" comprising approximately 294.15 acres within the city of Scottsdale in Maricopa County, Arizona, as shown and described on Exhibit "A" attached hereto (the "Boundary Plan").

2. A small parcel of land known as the "Small City Parcel" within the Large City Parcel comprising approximately 0.28 acres located at 28175 N Pima Rd Parcel as shown and described on the Boundary Plan.

D. This Agreement allows Licensee to use certain limited portions of the Small City Parcel.

E. Licensee proposes to continue to operate and maintain existing communication equipment.

F. Licensee desires to install and operate on the Use Areas the wireless communications receiving, processing and transmitting devices and the related electronic equipment that is specified on the Site Plan (the "Communication Equipment") subject to the requirements of this Agreement. The Communication Equipment is limited to the actual electronic equipment, portable cabinets for such equipment, antennas (the "Main Antennas") used to communicate with wireless telephones and similar devices, all as shown on the drawing (the "Site Plan") attached hereto as **Exhibit "B"**. The Communication Equipment excludes any item not shown on the Site Plan.

G. The existing Communication Equipment is shown on the Site Plan (collectively the "Project").

H. Licensee shall complete the entire Project and put the Communication Equipment in full operation no later than One Hundred Eighty (180) days after the date of this Agreement (the "Completion Deadline") or longer subject to Licensor's approval, which approval will not be unreasonably withheld, conditioned or delayed.

I. Licensor desires to grant to Licensee a license to construct the Project and install, modify, maintain, operate, repair, make additions to and remove the Communication Equipment (collectively the "Permitted Uses") subject to the requirements of this Agreement.

J. Licensor desires to reserve the rights to construct and use and allow others to construct and use all manner of additional improvements upon the Small City Parcel and the remainder of the Large City Parcel, subject to the requirements of this Agreement.

K. The Standard Recitals are all incorporated here by reference as if set out in full.

NOW, THEREFORE, for and in consideration of the foregoing, the amounts hereinafter to be paid by Licensee, and the covenants and agreements contained herein to be kept and performed by Licensee, and other good and valuable consideration, Licensor and Licensee agree as follows:

I. USE AREAS

1. Use Areas. Licensor hereby grants to Licensee a license to use the portion of the Small City Parcel as described in the Boundary Plan (known as "Use Areas") as follows:

1.1 Standard Terms Incorporated. The Standard Terms are all incorporated here by reference as if set out in full. LICENSEE AGREES THAT LICENSEE HAS READ AND AGREES TO THE STANDARD RECITALS AND THE STANDARD TERMS. Capitalized terms used but not

defined in this Agreement shall have the meanings assigned by the Standard Recitals and the Standard Terms:

1.2 Standard Terms Application. Licensee shall comply with all of the Standard Terms. Without limitation, the Standard Terms shall apply to the Use Areas as follows:

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

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

1.4.1 The land area defined as "Enclosure" on the Boundary Plan to be used by Licensee solely for the enclosure housing the electronic ground equipment shown on the Site Plan (the "Enclosure"). Such area is confined to the actual area occupied by the exterior structure and the interior of the Enclosure.

1.4.2 An area defined as "Main Antennas" on the Boundary Plan to be used by Licensee solely for mounting the Main Antennas. Such area is confined to the elevations and locations actually occupied by the Main Antennas and their supporting brackets upon the Pole.

1.4.3 An area defined as "Microwave Antenna" on the Boundary Plan to be used by Licensee solely for mounting the Microwave Antenna to such area as confined to the elevations and locations actually occupied by the Microwave Antenna and their supporting brackets.

1.4.4 The area defined as "Generator" on the Boundary Plan to be used by Licensee solely for the Generator.

1.4.5 The area on the Pole defined as "Main Antennas" on the Boundary Plan to be used by Licensee solely for mounting the Main Antennas. Such area is confined to the elevations and locations actually occupied by the Main Antennas and their supporting brackets.

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

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

1.5.1 The area (the "Temporary Construction Area") labeled as "Temporary Construction Area" on the Boundary Plan to be used by Licensee solely for initial installation of the Communication Equipment and construction of the Project.

1.5.2 An underground cable route (the "Main Signal Route") labeled as the "Main Signal Route" described on the Boundary Plan from the Enclosure to the Main Antennas to be used by Licensee solely for underground radio frequency lines inside the Enclosure to the Main
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Antennas. Notwithstanding the preceding sentence, the portion of the Main Signal Route upon the Pole shall not be underground but shall be inside the Pole.

1.5.3 An underground cable route (the "Power Route") labeled as the "Power Route" described on the Boundary Plan from the Enclosure to the existing electrical meter location on the south end of the Small City Parcel.

1.5.4 An underground cable route (the "Telephone Route") labeled as the "Telephone Route" described on the Boundary Plan from the Enclosure to the telephone service connection point supply on the public right-of-way near the Small City Parcel to be used by Licensee solely for underground land, voice and data communications lines for the Communication Equipment.

1.5.5 A pedestrian route (the "Pedestrian Route") labeled as the "Pedestrian Route" described on the Boundary Plan from the parking lot to the Enclosure to be used by Licensee solely for workers servicing the Communication Equipment.

1.5.6 A motor vehicle parking space (the "Parking Space") at the Parking Space location described on the Boundary Plan to be used by Licensee solely for parking a service vehicle to service the Communication Equipment.

1.5.7 An underground cable route (the "Gas Route") labeled the "Gas Route" on the Boundary Plan to be used by Licensee solely for underground gas lines.

1.5.8 A motor vehicle access route (the "Vehicle Route") labeled "Vehicle Route" on the Boundary Plan to be used by Licensee solely for vehicle access to the Parking Space.

1.5.9 The area labelled "Temporary Construction" described on the Vehicle Route" on the Boundary Plan to be used by Licensee solely for vehicle for access to the Temporary Construction Areas during initial installation of the Communication Equipment and construction of the Project.

1.6 Term of Agreement. The Term of this Agreement shall be for a period of twenty (20) years commencing on the date of this Agreement.

1.7 Licensees shall pay to Licensor a fixed annual amount (the "Base Use Fee"). The amount of Base Use Fee per calendar year (the "Annual Equivalent Amount") shall be Twenty-six Thousand Four-hundred Dollars (\$26,400.00) subject to certain adjustments and payable at the beginning of certain periods (the "Installment Periods") as provided in the Standard Terms. The payment schedule and amounts will be as shown in Exhibit "C" hereto. Applicable taxes are applied at the time of billing.

1.8 Back Use Fee. A one-time lump sum payment of Two-Thousand Two-Hundred Dollars (\$2,200.00) for every full month between April 1, 2019 and the date of this Agreement for back Use Fees owed between the expiration of the Terminated Temporary Agreement on March 31, 2019 and the date of this Agreement.

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

If to Licensee: Sprint Property Services
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

Copy to: Sprint Law Department
Attn: real Estate Attorney
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020

If to Licensor: Robert Hults
7447 East Indian School Road,
Suite 205
Scottsdale, AZ 85251

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

By notice from time to time, a person may designate any other street address as its address for giving notice hereunder. Service of notice by mail shall be deemed to be complete three (3) days (excluding holidays) after the notice is deposited in the United States mail. Notwithstanding this paragraph, prior to accessing the Small City Parcel, Licensee shall coordinate with manager of the Large City Parcel by telephone at (480) 312-5650 24 hours a day, 7 days a week, or such other telephone numbers as Licensor may specify from time to time.

1.10 Billing Address. Licensor is not obligated to issue invoices or other requests for Use Fee payments. But, if Licensor elects to do so, then Licensee prefers that Licensor direct correspondence to Licensee about routine Use Fee payment matters as follows (instead of using the address provided for notices):

Licensee: Same as above

1.11 Licensee Authority. The person executing this Agreement on behalf of Licensee and Licensor personally warrants to the other party his or her authority to do so.

1.12 Recording. This Agreement shall not be recorded

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

2.1 All references for approvals at Licensor's discretion shall not be unreasonably withheld, conditioned, or delayed.

2.2 Section 1.5.3 is deleted.

2.3 Licensee's Right to Terminate. Section 2.3 is deleted and replaced with the following "Licensee shall have the unilateral right to terminate this Agreement without cause upon thirty (30) days notice, if such notice shall be accompanied by a Twenty Thousand dollar (\$20,000) cancellation fee. Licensee has no right to terminate any time after an event of default by Licensee has occurred following notice and the expiration of any cure or grace period.

2.4 No Use Fee Refunds. Section 3.11 shall add the following at the end of the section. "except in the event of a Licensor default under this Agreement".

2.5 Toxic Substances. Section 4.19.4 the first sentence will delete the following "or anyone using the Large City Parcel". The second sentence will be deleted and replaced with the following "Without limitation, Licensee is responsible for the acts of persons engaged by or representing Licensee upon the Large City Parcel, for all purposes related to this Agreement (including without limitation maintenance and construction persons and other persons engaged by or representing Licensee upon the Large City Parcel because of Licensee or the Communication Equipment or this Agreement)".

2.6 Parking. Section 4.24. The second sentence of the section is deleted and replaced with the following "Licensee may park service vehicles at nearby public parking spaces that Licensor may make available".

2.7 Disturbance of Toxic Substances. Section 6.19 will add the following to the section "If any toxic substances are found during the inspection for said substances, Licensee reserves the right to terminate the Agreement without any further liability or obligations".

2.8 Section 9.1.2 is deleted and replaced with the following "If Licensee shall fail to operate the Communication equipment (except during specific periods expressly excused by this Agreement or such failure is a result of events beyond the reasonable control of Licensee) for a period of three (3) consecutive days or a total of five (5) days within any twelve (12) month period".

2.9 Section 9.1.8. First sentence is deleted and replaced with the following "Except for delays beyond the reasonable control of Licensee if Licensee does not commence and diligently pursue to completion each required stage of construction of the Project within the times required by this Agreement".

2.10 Section 9.1.10. The second sentence of the section is deleted and replaced with the following "Such failure to pay an amount shall not be an event of default if Licensee gives prompt notice to Licensor of Licensee's intent to challenge the amount claimed to be due to the third person, Licensee does in fact promptly challenge said amount".

2.11 Section 9.1.11 is deleted and replaced with the following "If licensor shall be exposed to any liability, obligation, damage, cost, expense, or other claim of any descriptions covered by Licensees' obligations under this Agreement, whether or not asserted, unless Licensee gives prompt notice to Licensor of Licensee's commitment to indemnify, defend and hold Licensor harmless against such claim Licensee does in fact promptly commence and continue and continue to indemnify, defend and hold Licensor harmless against such claim".

2.12 Licensor's Remedies. Section 9.2 is deleted and replaced with the following "Upon the occurrence of any Event of Default, Licensor may, at its option and from time to time, after any required demand or notice, and the expiration of any grace or cure period, exercise at Licensee's expense any or all or any combination of the following cumulative remedies in any order and repetitively at Licensor's option."

2.13 Section 9.3 – Section 9.3.7.2.3 to be deleted.

2.14 Section 9.7 is deleted and replaced with the following "Licensee shall pay to Licensor within thirty (30) days of Licensee's receipt of written demand any and all reasonable, actual and documented amounts expended or incurred by Licensor in performing Licensee's obligations when authorized by this agreement".

2.15 Inspection. Section 9.8. is deleted and replaced with the following "Licensor shall have access to all portions of the Use Areas (but not to Licensee's Improvements) upon reasonable written notice (and at all times and without notice if there is an emergency) for the purpose of examining, inspecting, evaluating, planning, repairing, designing, maintaining or showing the Use Areas or exercising Licensor's other rights hereunder. Licensee shall promptly undertake appropriate action to rectify any deficiency (identified by Licensor during such inspections or otherwise)

2.16 Commercial General Liability. Section 11.1.1 is deleted and replaced with the following "Commercial general liability insurance with a limit of Five Million and no/100 Dollars (\$5,000,000.00) for each occurrence, a limit of Five Million and no/100 Dollars (\$5,000,000.00) for products and completed operations annual aggregate, and a limit of Five Million and no/100 Dollars (\$5,000,000.00) general aggregate limit per policy year. The policy shall cover liability arising from premises, operations, the work of independent contractors, products, completed operations, personal injury, bodily injury, advertising injury, and liability assumed under an "insured contract" including this Agreement. The policy shall contain a "separation of insureds" clause. The coverage amounts set forth may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated."

2.17 Structure Damage. Section 11.1.4 is deleted.

2.18 Special Risk Property. Section 11.1.5 is deleted and replaced with the following "Unless waived by Licensor in writing, all risk property insurance covering damage to or destruction of Licensee's personal improvements to the Small City Parcel in an amount equal to full replacement cost of all such improvements. Such insurance shall be special causes of policy form (minimally including perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft, vehicles, riot, civil commotion, theft, vandalism, malicious mischief, collapse and flood."

2.19 Builder's Risk Property Insurance. Section 11.1.7 and all subsections are deleted.

2.20 Form of all Insurance. Section 11.2.4.3 is deleted.

2.21 Section 11.2.4.4 is deleted.

2.22 Section 11.2.5 is deleted.

2.23 Section 11.2.8 is deleted

2.24 Section 11.2.9 is deleted and replaced with the following "11.2.9 All policies must require the insurer to provide the certificate holder with at least thirty (30) days written prior notice of any cancellation, 10 days for non-payment of premium."

2.25 Section 11.2.11 is deleted.

2.26 Evidence of Insurance. Section 11.3.5 is deleted.

2.27 Acceptable Insurers. Section 11.4 is deleted and replaced with the following "At a minimum, all insurers shall be duly licensed (or qualified unlicensed non-admitted) by the State of Arizona, Department of Insurance. At a minimum; all insurers shall have and maintain an A.M. Best, Inc. rating of A-VII."

2.28 Indemnity. Section 11.7 is deleted and replaced with the following "In addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, throughout the term of this Agreement and until all obligations and performances under or related to this Agreement are satisfied and all matters described in this paragraph are completely resolved, Licensee, on behalf of itself and all other persons using, acting, working or claiming through or for Licensee shall pay, indemnify, defend and hold harmless Licensor and all other Additional Insureds for, from and against any and all claims or harm related to the Use Areas or this Agreement (the "Indemnity"). Without limitation, the Indemnity shall include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use or other impairment), damages, losses, expenses, penalties, fines or other matters (together with all reasonable attorney fees, court costs, and the cost of appellate proceedings) that may arise in any manner out of any use of the Use Areas or other property related to this Agreement or any actions, acts, errors, mistakes or omissions relating to work or services in the performance of or related to this Agreement, including any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents or other persons upon or using the Use Areas or surrounding areas related to this Agreement, claims, liability, harm or damages caused in part by Licensor or any other Additional Insured or anyone for whose mistakes, errors, omissions or negligence Licensee or Licensor may be liable. As a condition to Licensor's executing this Agreement, Licensee specifically agrees that to the extent any provision of this paragraph is not fully enforceable against Licensee for any reason whatsoever, this paragraph shall be deemed automatically reformed to the minimal extent

necessary to cause it to be enforceable to the fullest extent permitted by law. Notwithstanding the foregoing, the Indemnity does not apply to:

2.29 Section 11.7.1 is deleted and replaced with the following "Claims arising only from the negligence or misconduct of Licensor and its employees, representatives, agent and contractors."

2.30 Risk of Loss. Section 11.8 is deleted and replaced with the following "Licensee assumes the risk of any and all loss, damage or claims relating to Licensee's use of the Use Areas or other property owned by Licensor, Licensee or third parties except for damage resulting from the negligence or willful misconduct of Licensor, its employees, agents, representatives or contractors, Licensee shall be responsible for any and all damage to Licensee's property and equipment related to Licensee's use of the Use Areas."

2.31 Assignments. Add new section 16:1.9 with the following "Notwithstanding anything to the contrary contained in this Agreement, Licensee, without notice to or consent of Licensor or any other party, may assign this Agreement in whole or in part or sublicense all or a portion of the Use Areas, to any entity controlling, controlled by or under common control with Licensee or to any entity that acquires substantially all of the assets of Licensee."

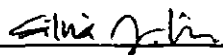
2.32 Pre-approved Assignments. Section 16.2 is deleted and replaced with the following "Subject to certain conditions hereafter stated and in addition to Licensee's rights set forth in paragraph 16.1.9 of this Agreement, Licensee hereby consents to certain assignments (the "Pre-approved Assignments"). Only the following assignments are Pre-approved Assignments:"

2.33 Limitations on Pre-Approved Assignments. Section 16.3 is deleted and replaced with the following "Except as provided in paragraph 16.1.9 of this Agreement, Licensor's consent to Pre-approved Assignments (other than ordinary sales of shares by Licensee's or its parent's shareholders) is not effective until the following conditions are satisfied:"

2.34 Assignment Fee. Section 16.12 will add the following to the beginning of the section "Except for any assignment described in paragraph 16.1.9 of this Agreement,"

EXECUTED as of the date first given above.

LICENSEE: Sprint Spectrum L.P., a Delaware limited partnership

By: 
Name: Silvia J. Lin
Its Manager, Real Estate 10/2/2019

ATTEST

LICENSOR:

CITY OF SCOTTSDALE,
an Arizona municipal corporation

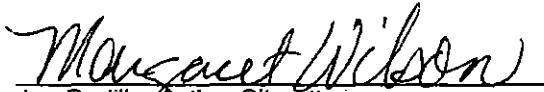
By:

W. J. "Jim" Lane, Mayor

Carolyn Jagger, City Clerk

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY



Joe Padilla, Acting City Attorney

By: Margaret Wilson, Senior Assistant City Attorney


FOR Martha West, Senior Real Estate Manager


Katherine Callaway, Risk Management Director

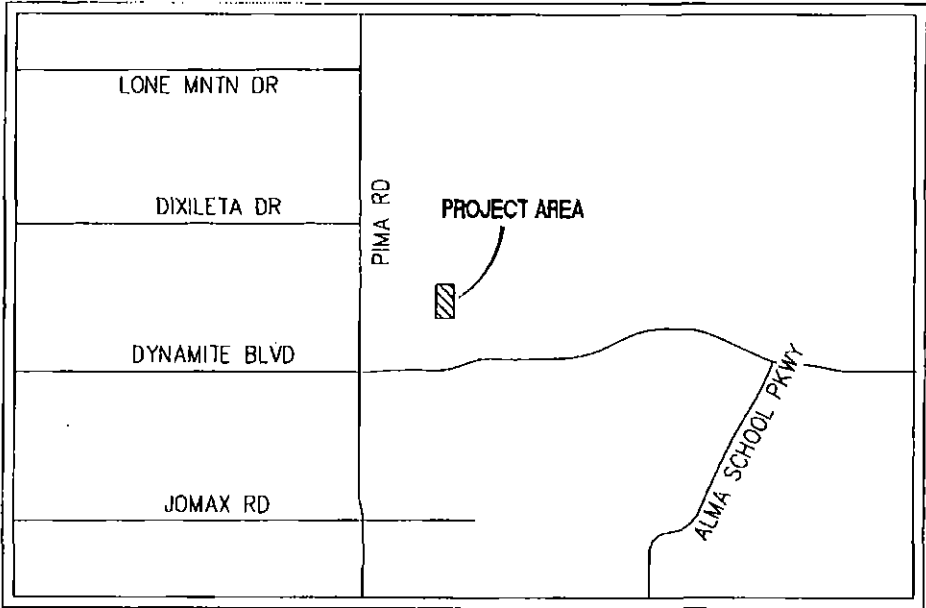

William Murphy, Assistant City Manager

TABLE OF EXHIBITS

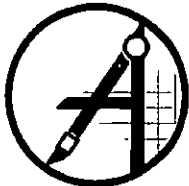
<u>Exhibit</u>	<u>Paragraph</u>	<u>Description</u>
A	A(1)	Boundary Plan
B	D	Site Plan
C	1.7	Payment Schedule

[Note: This page is not part of the agreement. Remove it before the city council meeting.]

BOUNDARY PLAN



VICINITY MAP
N.T.S.



ambit consulting

410 E. SOUTHERN AVE.
TEMPE, ARIZONA 85282
PH. (480) 659-4072
www.ambitconsulting.us

EXHIBIT A
PAGE 1 OF 9

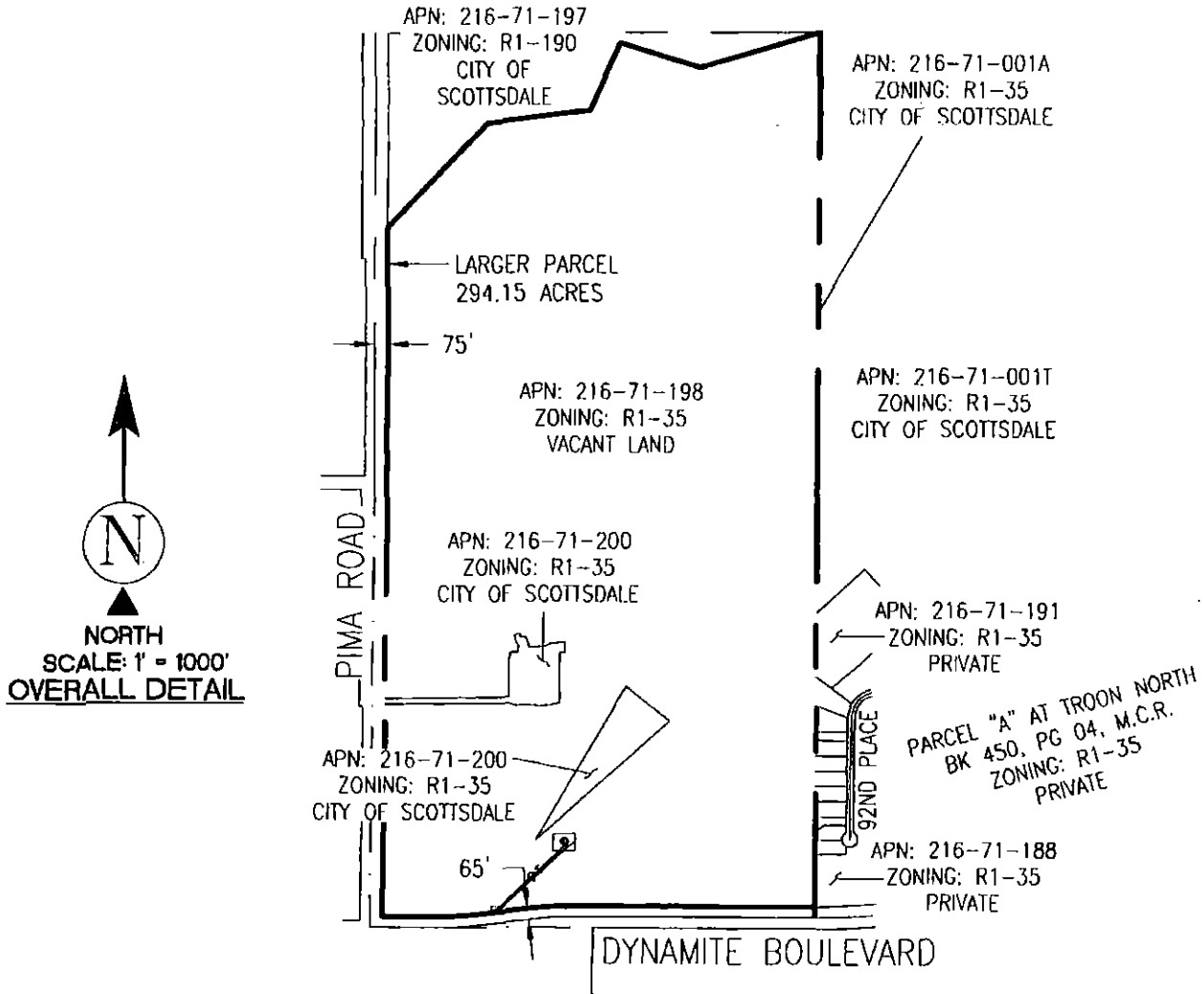
Contract No 2019-150-COS

PH03XC165
LEGEND

28175 N. PIMA ROAD
SCOTTSDALE, AZ 85262

MARICOPA COUNTY

BOUNDARY PLAN



410 E. SOUTHERN AVE.
TEMPE, ARIZONA 85282
PH. (480) 659-4072
www.ambitconsulting.us

ambit consulting

EXHIBIT A
PAGE 2 OF 9

Contract No
2019-150-COS

PH03XC165
LEGEND

28175 N. PIMA ROAD
SCOTTSDALE, AZ 85262

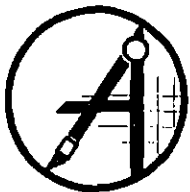
MARICOPA COUNTY

BOUNDARY PLAN LEGEND

	USE AREA	SYMBOL	SIZE
1	LARGE PARCEL BOUNDARY	— — — — —	294.15 ACRES
2	SMALL PARCEL BOUNDARY	— — — — —	0.28 ACRES
3	ENCLOSURE BOUNDARY	— E — — — E — — —	0.01 ACRES
4	GENERATOR BOUNDARY	— B — — — B — — —	NONE
5	MAIN ANTENNA BOUNDARY	— A — — — A — — —	0.02 ACRES
6	MICROWAVE ANTENNA BOUNDARY	— M — — — M — — —	NONE
7	PARKING SPACE BOUNDARY	— Z — — — Z — — —	NONE
8	TEMPORARY CONSTRUCTION AREA BOUNDARY	— C — — — C — — —	NONE
9	MAIN SIGNAL ROUTE CENTERLINE	— S — — — S — — —	NONE
10	MICROWAVE SIGNAL ROUTE CENTERLINE	— R — — — R — — —	NONE
11	POWER ROUTE CENTERLINE	— P — — — P — — —	4 FEET ON EACH SIDE OF CENTERLINE
12	TELEPHONE ROUTE CENTERLINE	— T — — — T — — —	4 FEET ON EACH SIDE OF CENTERLINE
13	GAS ROUTE CENTERLINE	— G — — — G — — —	NONE
14	VEHICLE ROUTE CENTERLINE	— V — — — V — — —	6 FEET ON EACH SIDE OF CENTERLINE
15	PEDESTRIAN ROUTE CENTERLINE	— W — — — W — — —	NONE
16	TEMPORARY CONSTRUCTION VEHICLE ROUTE CENTERLINE	— Y — — — Y — — —	NONE (SEE NOTE 2 BELOW)
17	OFFSITE POWER ROUTE CENTERLINE	— — — — — OP — — — — —	NONE (SEE NOTE 2 BELOW)
18	OFFSITE TELEPHONE ROUTE CENTERLINE	— — — — — OT — — — — —	NONE
19	OFFSITE GAS ROUTE CENTERLINE	— — — — — OG — — — — —	NONE
20	SUPPLEMENTAL PARCEL BOUNDARY		NONE

NOTES:

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



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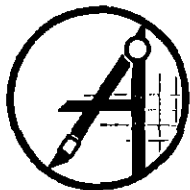
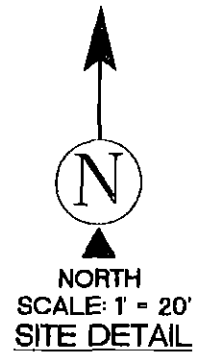
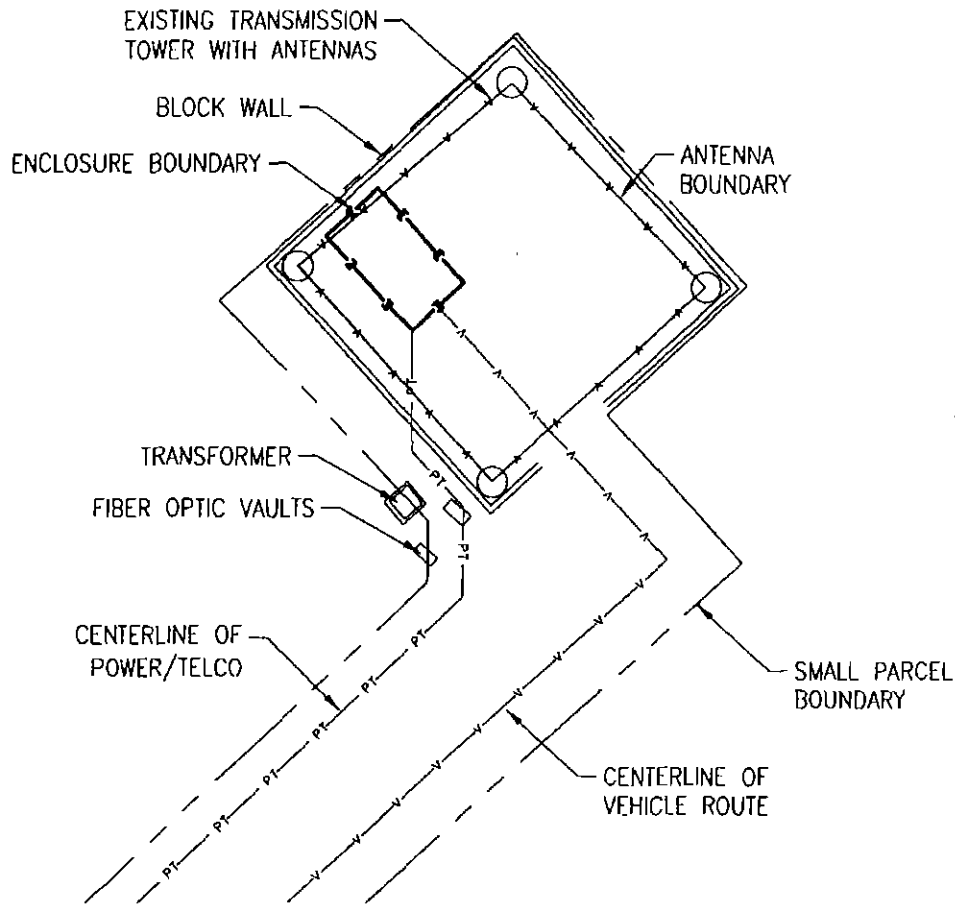
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BOUNDARY PLAN



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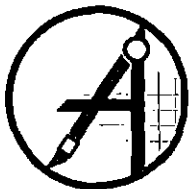
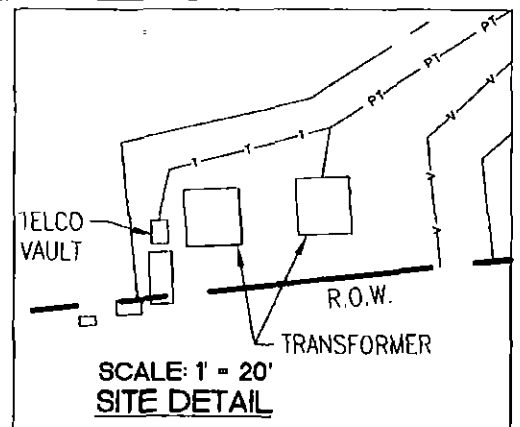
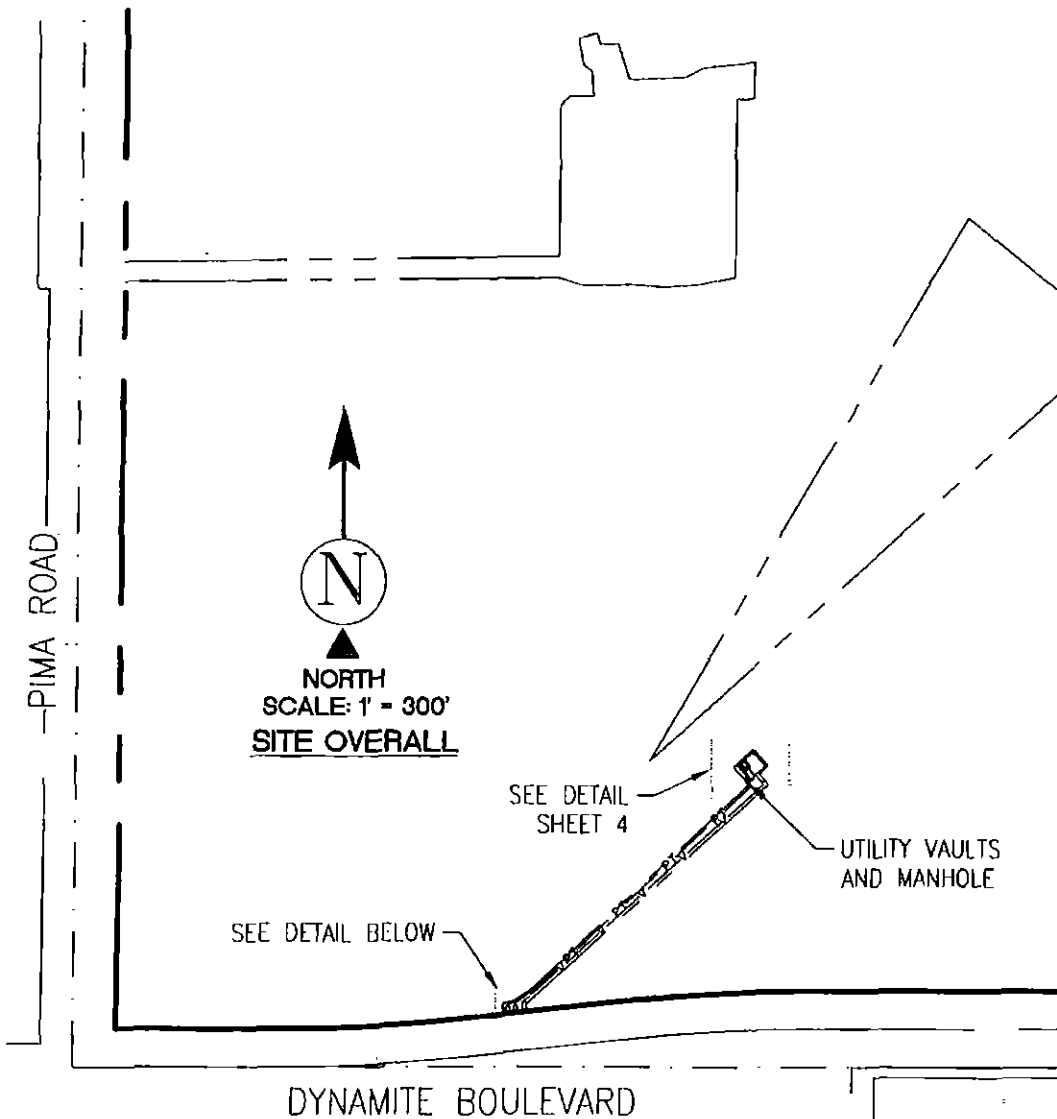
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BOUNDARY PLAN

LARGE PARCEL BOUNDARY

THAT PORTION OF THE WEST HALF SECTION 30, TOWNSHIP 5 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 30;

THENCE ALONG THE WEST LINE OF SAID SECTION 30, NORTH 00° 18' 02" EAST, A DISTANCE OF 2,631.27 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 30;

THENCE CONTINUING ALONG SAID WEST LINE, NORTH 00° 16' 33" WEST A DISTANCE OF 1,503.79 FEET;

THENCE LEAVING SAID WEST LINE, NORTH 89° 43' 31" EAST, A DISTANCE OF 75.03 FEET;

THENCE NORTH 43° 31' 14" EAST, A DISTANCE OF 847.91 FEET.;

THENCE NORTH 82° 39' 52" EAST, A DISTANCE OF 614.84 FEET;

THENCE NORTH 24° 15' 59" EAST, A DISTANCE OF 430.36 FEET;

THENCE SOUTH 73° 13' 01" EAST, A DISTANCE OF 492.46 FEET;

THENCE NORTH 73° 36' 54" EAST, A DISTANCE OF 740.39 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 30;

THENCE ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 30, SOUTH 00° 01' 00" WEST, A DISTANCE OF 5,287.72 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 30;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 30, NORTH 89° 59' 59" WEST, A DISTANCE OF 2,632.42 FEET TO THE POINT OF BEGINNING.

SMALL PARCEL BOUNDARY

THAT PORTION OF THE WEST HALF SECTION 30, TOWNSHIP 5 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 30;

THENCE ALONG THE SOUTH LINE OF SAID SECTION, NORTH 89° 59' 59" WEST, 1900.79 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00° 00' 01" EAST, 89.40 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 06° 15' 55" WEST, 17.90 FEET;

THENCE NORTH 76° 29' 17" EAST, 21.99 FEET;

THENCE NORTH 56° 18' 26" EAST, 33.93 FEET;

THENCE NORTH 46° 27' 32" EAST, 503.18 FEET;

THENCE NORTH 00° 00' 00" WEST, 6.89 FEET;

THENCE NORTH 43° 32' 28" WEST, 34.44 FEET;

THENCE NORTH 48° 01' 06" EAST, 44.98 FEET;

THENCE SOUTH 42° 43' 32" EAST, 38.62 FEET;

THENCE SOUTH 47° 06' 15" WEST, 21.41 FEET;

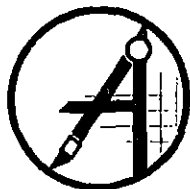
THENCE SOUTH 42° 28' 33" EAST, 22.64 FEET;

THENCE SOUTH 47° 31' 27" WEST, 554.84 FEET;

THENCE SOUTH 06° 15' 55" EAST, 11.68 FEET;

THENCE SOUTH 83° 44' 05" WEST, 40.22 FEET TO THE POINT OF BEGINNING.

ALL BEARINGS AND DISTANCES ARE BASED ON THE ARIZONA CENTRAL STATE PLANE COORDINATE ZONE GRID. TO DERIVE GROUND DISTANCES DIVIDE BY 0.99979860.



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BOUNDARY PLAN

ENCLOSURE BOUNDARY

THAT PORTION OF THE WEST HALF SECTION 30, TOWNSHIP 5 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 30;

THENCE ALONG THE SOUTH LINE OF SAID SECTION, NORTH 89° 59' 59" WEST, 1490.32 FEET;
THENCE DEPARTING SAID SOUTH LINE, NORTH 00° 00' 01" EAST, 506.18 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 42° 36' 34" WEST, 14.58 FEET;
THENCE NORTH 47° 23' 26" EAST, 8.00 FEET;
THENCE SOUTH 42° 36' 24" EAST, 14.58 FEET;
THENCE SOUTH 47° 23' 26" WEST, 8.00 FEET TO THE POINT OF BEGINNING.

ALL BEARINGS AND DISTANCES ARE BASED ON THE ARIZONA CENTRAL STATE PLANE COORDINATE ZONE GRID. TO DERIVE GROUND DISTANCES DIVIDE BY 0.99979860.

GENERATOR BOUNDARY

NONE

MAIN ANTENNA BOUNDARY

THAT PORTION OF THE WEST HALF SECTION 30, TOWNSHIP 5 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 30;

THENCE ALONG THE SOUTH LINE OF SAID SECTION, NORTH 89° 59' 59" WEST, 1481.23 FEET;
THENCE DEPARTING SAID SOUTH LINE, NORTH 00° 00' 01" EAST, 489.15 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 42° 13' 52" WEST, 32.91 FEET;
THENCE NORTH 49° 30' 34" EAST, 31.69 FEET;
THENCE SOUTH 43° 56' 23" EAST, 31.82 FEET;
THENCE SOUTH 47° 31' 62" WEST, 32.62 FEET TO THE POINT OF BEGINNING.

ALL BEARINGS AND DISTANCES ARE BASED ON THE ARIZONA CENTRAL STATE PLANE COORDINATE ZONE GRID. TO DERIVE GROUND DISTANCES DIVIDE BY 0.99979860.

MICROWAVE ANTENNA BOUNDARY

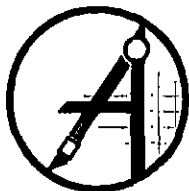
NONE

PARKING SPACE BOUNDARY

NONE

TEMPORARY CONSTRUCTION AREA BOUNDARY

NONE



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BOUNDARY PLAN

MAIN SIGNAL ROUTE CENTERLINE

NONE

MICROWAVE SIGNAL ROUTE CENTERLINE

NONE

POWER ROUTE CENTERLINE

THAT PORTION OF THE WEST HALF SECTION 30, TOWNSHIP 5 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 30;

THENCE ALONG THE SOUTH LINE OF SAID SECTION, NORTH 89° 59' 59" WEST, 1490.32 FEET;
THENCE DEPARTING SAID SOUTH LINE, NORTH 00° 00' 01" EAST, 506.18 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00° 00' 01" WEST, 13.67 FEET;
THENCE SOUTH 43° 32' 28" EAST, 8.61 FEET;
THENCE SOUTH, 10.20 FEET;
THENCE SOUTH 46° 27' 32" WEST, 505.24 FEET;
THENCE SOUTH 56° 18' 26" WEST, 34.40 FEET;
THENCE SOUTH 08° 17' 50" WEST, 5.80 FEET TO THE POINT OF TERMINUS.

ALL BEARINGS AND DISTANCES ARE BASED ON THE ARIZONA CENTRAL STATE PLANE COORDINATE ZONE GRID. TO DERIVE GROUND DISTANCES DIVIDE BY 0.99979860.

TELEPHONE ROUTE CENTERLINE

THAT PORTION OF THE WEST HALF SECTION 30, TOWNSHIP 5 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 30;

THENCE ALONG THE SOUTH LINE OF SAID SECTION, NORTH 89° 59' 59" WEST, 1490.32 FEET;
THENCE DEPARTING SAID SOUTH LINE, NORTH 00° 00' 01" EAST, 506.18 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00° 00' 01" WEST, 13.67 FEET;
THENCE SOUTH 43° 32' 28" EAST, 8.61 FEET;
THENCE SOUTH, 10.20 FEET;
THENCE SOUTH 46° 27' 32" WEST, 505.24 FEET;
THENCE SOUTH 56° 18' 26" WEST, 34.40 FEET;
THENCE SOUTH 74° 52' 28" WEST, 18.72 FEET;
THENCE SOUTH 11° 22' 41" WEST, 5.87 FEET TO THE POINT OF TERMINUS.

ALL BEARINGS AND DISTANCES ARE BASED ON THE ARIZONA CENTRAL STATE PLANE COORDINATE ZONE GRID. TO DERIVE GROUND DISTANCES DIVIDE BY 0.99979860.



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BOUNDARY PLAN

GAS ROUTE ROUTE CENTERLINE

NONE

VEHICLE ROUTE ROUTE CENTERLINE

THAT PORTION OF THE WEST HALF SECTION 30, TOWNSHIP 5 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 30;

THENCE ALONG THE SOUTH LINE OF SAID SECTION, NORTH 89° 59' 59" WEST, 1490.32 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00° 00' 01" EAST, 506.18 FEET;

THENCE NORTH 47° 23' 26" EAST, 4.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 42° 28' 33" EAST, 38.56 FEET;

THENCE SOUTH 47° 31' 27" WEST, 551.88 FEET;

THENCE SOUTH 06° 15' 55" EAST, 14.72 FEET MORE OR LESS TO THE POINT OF TERMINUS ON THE NORTH RIGHT OF WAY LINE OF DYNAMITE BOULEVARD.

ALL BEARINGS AND DISTANCES ARE BASED ON THE ARIZONA CENTRAL STATE PLANE COORDINATE ZONE GRID. TO DERIVE GROUND DISTANCES DIVIDE BY 0.99979860.

PEDESTRIAN ROUTE ROUTE CENTERLINE

NONE

TEMPORARY CONSTRUCTION VEHICLE ROUTE CENTERLINE

NONE

OFFSET POWER ROUTE ROUTE CENTERLINE

NONE

OFFSET TELEPHONE ROUTE ROUTE CENTERLINE

NONE

OFFSET GAS ROUTE ROUTE CENTERLINE

NONE

SUPPLEMENTAL PARCEL BOUNDARY

NONE



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Site Plan

P.M.A. RD.

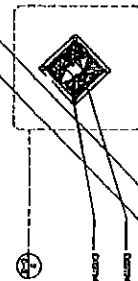
OVERALL SITE PLAN

DYNAMITE BLVD.

APR. 218-21-188
ZONING: R1-35 E.S. & R1-70 E.S. & COS E.S.

APR. 218-21-188
ZONING: R1-188

FOUR CORNERS POWER LINE RD.



EXISTING SPARE CONDUIT ROAD EXISTING POWER CONDUIT
EXISTING WATER MAIN WITH SPREAD ACCESS

NOTES:
1. THIS PLAN HAS BEEN PREPARED ON THE SITE ALL PARCELS/PROPERTY LINES SHOWN ARE APPROXIMATE LOCATIONS. CEAS NOT PROVIDED ARE FOR COMPASSION/CONSTRUCTION ONLY.

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Exhibit B
Page 1 of 2



SCALE: 1" = 40'-0"



PLANS PROVIDED FOR:



CONTRACTOR:
COAL CREEK



DESIGNER OF RECORD:
TERRA DYNAMITE ENGINEERING LLC

FOR ALL OTHER NOTES, SEE THE PROJECT MANUAL AND THE SPECIFICATIONS.



NO.	DATE	DESCRIPTION	BY
1	08/08/17	REVISION 1	SPK
2	08/15/17	REVISION 2	SPK
3	08/17/17	SUBMITTAL	SPK
4	10/02/17	REVISION 3	SPK
5	01/29/18	REVISION 4	SPK

PH03XC165
LEGEND

SHEET TITLE:
DYNAMITE BLVD.
SOUTHBOUND AND/OR NORTHBOUND

SHEET NUMBER:
OVERALL SITE PLAN

C-1

PAYMENT SCHEDULE

Installment Payment Period.	Base Use Fee + 3% Escalation Every July 1 after 1 st Anniversary Taxes Determined at Time of Billing
*Agreement date to following June 30 th after the first anniversary	\$26,400 Annual amount
1 st Escalation 7/1/21 - 6/30/22	\$27,190
2 nd Escalation	\$28,007
3 rd Escalation	\$28,847
4 th Escalation	\$29,712
5 th Escalation	\$30,603
6 th Escalation	\$31,521
7 th Escalation	\$32,466
8 th Escalation	\$33,439
9 th Escalation	\$34,442
10 th Escalation	\$35,475
11 th Escalation	\$36,539
12 th Escalation	\$37,635
13 th Escalation	\$38,764
14 th Escalation	\$39,926
15 th Escalation	\$41,123
16 th Escalation	\$42,356
17 th Escalation	\$43,626
18 th Escalation	\$44,934
19 th Escalation	\$46,282
20 th Holdover - Expired	Section 3.10 Standard Terms

*Except for the first payment period which includes the agreement date through the prorated installment (less than 6 months), all proceeding full 12-month Use Fee amount payments are divided by 2 (two 6-month Installment Periods) rounded up to nearest penny after taxes. For example: if the Base Use Fee for the July 1 – June 30 period is \$24,000, then there will be two equal 6-month Installment Period payments of \$12,000 (before taxes), plus 2.25% taxes (subject to change) per the Use Fee Payment Schedule.