

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 Verizon Wireless (VAW) LLC. Adopt Resolution 11584 authorizing License Agreement 2019-166-COS with Verizon Wireless (VAW) LLC ("Verizon") permitting the continued operation of a wireless site on the southwest corner of 123rd St and Doubletree Ranch Rd.

BACKGROUND

The purpose of this action is to approve a license agreement with Verizon for the continued use of wireless equipment at the City's Stonegate Park and Well Site #19 properties. This will allow Verizon to continue to provide greater capacity in the area for existing and future customers and it will enhance 911 emergency services.

Verizon has an existing antenna array located 62 feet high on an existing APS high voltage line tower on the City park site. This installation was approved in contract 2007-121-COS. License Agreement 2019-166-COS will replace the existing contract. There is currently an equipment shelter on the adjacent City owned parcel Well Site #19.

The license use fee to be paid to the city is \$26,844.00 per year with annual fee escalation of 3% beginning July 1, 2021. The term of the license is twenty years with no extensions.

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, compliance with the law, etc.

ANALYSIS & ASSESSMENT

Recent Staff Action

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

Significant Issues to be Addressed

Verizon 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 Verizon 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 Verizon. 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 11584 approving License Agreement 2019-166-COS with Verizon Wireless for the continued operation and maintenance of a wireless site.

Proposed Next Steps

If Council adopts Resolution 11584, Verizon Wireless will continue to operate the site as it has in the past.

RESPONSIBLE DEPARTMENT(S)

Public Works Division, Capital Project Management

Water Resources

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 11584
2. Location Map
3. License Agreement 2019-166-COS

RESOLUTION NO. 11584

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING WIRELESS COMMUNICATIONS ANTENNA SITE REVOCABLE LICENSE AGREEMENT NO. 2019-166-COS BETWEEN THE CITY OF SCOTTSDALE AND VERIZON WIRELESS (VAW) LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR A WIRELESS TELECOMMUNICATION ANTENNA SITE ON CITY OWNED LAND AT 12103 E MISSION LANE, SCOTTSDALE AZ

(Licensee Site Name – Verizon)
(PHO Onyx)

WHEREAS:

A. City of Scottsdale ("City") owns interests in certain real property known as Stonegate Park/Well Site #19, Licensee Site Name – PHO Onyx, in the City of Scottsdale at 12103 E Mission Lane, Scottsdale, AZ 85259.

B. Verizon Wireless (VAW), LLC, a Delaware limited liability company ("Verizon Wireless") desires to enter into a new agreement with City for use of a portion of the Stonegate Park/Well Site #19 for construction and operation of a wireless telecommunication site.

C. City desires to allow Verizon 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. 2019-166-COS with Verizon for the wireless telecommunications antennas site at the Stonegate Park/Well Site #19.

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

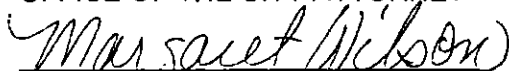
CITY OF SCOTTSDALE, an Arizona
municipal corporation

ATTEST:

W. J. "Jim" Lane, Mayor

Carolyn Jagger, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY



Sherry R. Scott, City Attorney

By: Margaret Wilson, Senior Assistant City Attorney

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PLOT DATE: 9/5/2019 1:16:13 PM

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ATTACHMENT 2						
PROJECT TITLE LOCATION MAP						
DEPT. JRD CPM	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 Verizon Wireless (VAW) LLC, a Delaware limited liability company, d/b/a Verizon Wireless ("Licensee").

Location: 12103 E Mission Lane (Licensee Site Name – PHO Onyx)
Scottsdale, AZ (Stonegate Park/Well Site #19)

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

LICENSEE:
Entity Name: Verizon Wireless (VAW) LLC, d/b/a/ Verizon Wireless **Principal Contact:** NOC

Street Address: 180 Washington Valley Road **Business Phone:** 800-621-2622

City, State Zip Bedminster, NJ 07921 **Fax:** N/A
E-Mail: N/A

RECITALS

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 an interest in the following parcels of land:

1. A large parcel of land known as the "Large City Parcel" comprising approximately 15.34 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 located at the southeast boundary of the Large 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 desires to install and operate on the Use Areas the cellular 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 cell 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.

F. In order to install the Communication Equipment, Licensee desires to contract supporting improvements and perform all other work shown on the Site Plan (collectively the "Project").

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

H. 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.

I. Prior Lease Terminated. Licensor and Licensee agree that this Agreement replaces the Cellular Telephone Antenna Site Revocable License Agreement between Licensor and Licensee, dated February 19, 2008, referenced by Licensee as Verizon PHO Onyx, 2007-126-COS ("Terminated Agreement"). The current term of the Terminated Agreement expires on February 18, 2023. Licensor and Licensee acknowledge that notwithstanding the termination of the Terminated Agreement and the commencement of this Agreement, Licensee may continue to make, and the Licensor may continue to receive, rental and other payments pursuant to the Terminated Agreement. In such event, notwithstanding any language in the Terminated Agreement to the contrary, any rental or other payments made pursuant to the Terminated Agreement after its termination shall be applied and credited against any rentals or other payments due under this Agreement.

J. 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 WARRANTS AND REPRESENTS 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. However, to the extent of any conflict or discrepancy between the terms and conditions of the Standard Recitals and the Standard Terms and the terms and conditions of this Agreement, this Agreement shall control.

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

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 within the Enclosure Boundary.

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 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.

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

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

1.7 Base Use Fee. Licensee shall pay to Licensor a fixed annual amount (the "Base Use Fee"). The amount of Base Use Fee per calendar year (the "Annual Equivalent Amount") shall be Twenty Six Thousand Eight Hundred Forty Four and no/100 Dollars (\$26,844.00) subject to certain adjustments and payable at the beginning of certain periods (the "Installment Periods") as provided in the Standard Terms. The annual increase shall not exceed three percent (3%). Applicable taxes are applied at the time of billing.

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

If to Licensee: Verizon Wireless (VAW) LLC
dba Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attention: Network Real Estate
Site: PHO Onyx

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. Licensee shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, upon 24 hour prior telephonic notice to Licensor at (480) 312-5650, over the Large City Parcel to and from the Use Area for the purpose of installation, operation and maintenance of Licensee's Communications Equipment and utility connections. Licensor and Licensee acknowledge and agree that Licensee shall not have to provide prior telephonic notice for emergency access or routine maintenance purposes which do not involve a vehicle or cart.

1.9 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 address above

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

1.11 Recording. This Agreement shall not be recorded

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

2.1 Intentionally omitted.

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

2.3 Payment of Base Use Fee. Section 3.6.3 of the Standard Terms is hereby deleted and replaced with the following: "Licensee shall pay the first installment of Base Use Fee no later than sixty (60) days following the date of this Agreement. If the date of this Agreement is after the tenth (10th) day of the calendar month in which this Agreement is executed, then Base Use Fee for the remainder of the month in which this Agreement is executed shall be prorated based on a thirty (30) day month, plus all other months in the installment period (which shall be prorated to the next half year). Otherwise, the Base Use Fee for the first Use Fee installment payment shall be for the number of months in the installment period (which shall be prorated to the next half year)."

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

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

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

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

2.8 Plan Approval. Before commencing any subsequent alterations to the Communications Equipment, Licensee shall submit plans and specifications to Licensor for Licensor's written approval, which approval shall not be unreasonably withheld, conditioned or

delayed. In the event Licensor does not either (i) object to the plans in writing or (ii) furnish the Licensee with written approval, within fifteen (15) days of the date of submission of the plans. Licensor will be deemed to have approved them. All work to be done by Licensee shall be performed in accordance with the approved plans unless otherwise approved in writing by the Licensor, which approval shall not be unreasonably withheld, conditioned or delayed.

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

"XI. INDEMNITY AND INSURANCE

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

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

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

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

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

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

11.1.5 Personal Property. Licensee shall maintain special causes of loss personal property coverage, as defined by Insurance Services Office, Inc., in an amount per

occurrence equal to full replacement cost of all of Licensee's personal property used in connection with the Use Areas.

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

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

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

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

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

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

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

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

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

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

11.1.6.4.3 Initial Project construction.

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

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

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

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

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

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

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

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

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

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

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

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

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

11.2.4.1 Licensee shall be solely responsible for all such amounts.

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

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

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

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

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

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

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

11.3.2 Licensee shall provide to Licensor certificates of insurance annually. Licensee shall provide certificates at other times at Licensor's request.

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

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

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

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

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

11.7 Indemnity. In addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, throughout the term of this Agreement and until all obligations and performances under or related to this Agreement are satisfied and all matters described in this paragraph are completely resolved. Licensee shall jointly and severally pay, indemnify, defend and hold harmless Licensor and all other Additional Insureds for, from and against any and all claims or harm related to Licensee's use of the

Use Areas or this Agreement (the "Indemnity"). Without limitation, the Indemnity shall include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use or other impairment), damages, losses, expenses, penalties, fines or other matters (together with all attorney fees, court costs, and the cost of appellate proceedings) that may arise in any manner out of any use of the Use Areas or other property related to this Agreement by Licensee or any actions, acts, errors, mistakes or omissions relating to work or services in the performance of or related to this Agreement, including any injury or damages or cause of action claimed or caused by Licensee's employees, contractors, subcontractors, tenants, subtenants, or agents. As a condition to Licensor's executing this Agreement, Licensee specifically agrees that to the extent any provision of this paragraph is not fully enforceable against Licensee for any reason whatsoever, this paragraph shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law. Notwithstanding the foregoing, the Indemnity does not apply to:

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

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

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

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

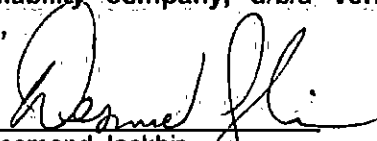
11.10 Indemnities and Insurance Cumulative. Licensee's obligations to indemnify do not diminish in any way Licensee's obligations to insure; and Licensee's obligations to insure do not diminish in any way Licensee's obligations to indemnify. Licensee's obligations to indemnify and provide insurance are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

2.10 Radio Frequency Compliance Requirements. Section 15.2 is hereby deleted and replaced with the following: "Licensee shall comply with all Federal Communications Commission ("FCC") Radio Frequency Exposure Guidelines (FCC OET Bulletin 65) and all other applicable radio frequency emissions laws and regulations in effect from time to time (collectively, the "FCC Rules")."

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

EXECUTED as of the date first given above.

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

By: 
Desmond Jackbir,
Director - Network Field Engineering

LICENSOR: CITY OF SCOTTSDALE,
an Arizona municipal corporation


By: _____
W. J. "Jim" Lane, Mayor

ATTEST:

Carolyn Jagger, City Clerk

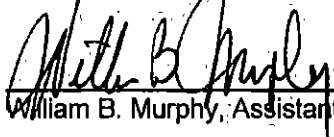
APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

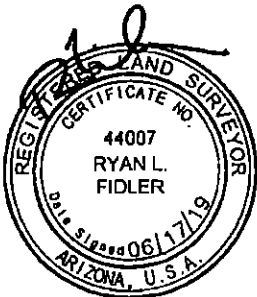
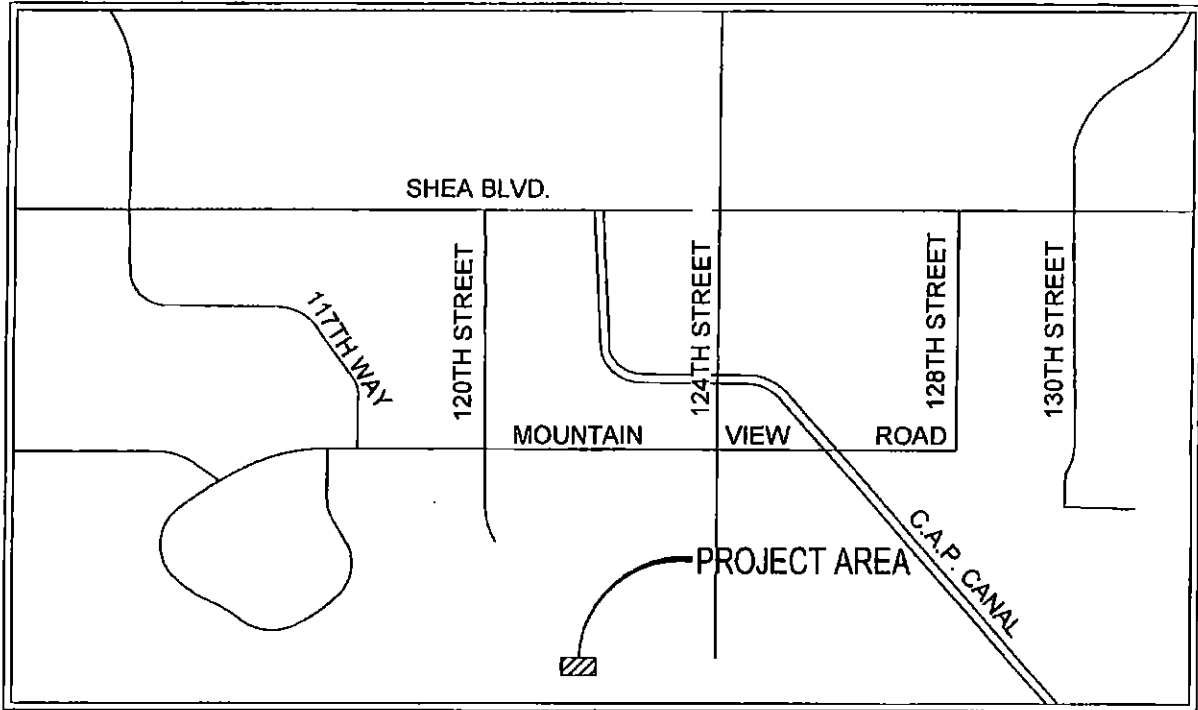

Joe Padilla, Acting City Attorney
By: Margaret Wilson, Senior Assistant City Attorney


FOR Martha West, Real Estate Asset Manager


Katherine Callaway, Risk Management Director


William B. Murphy, Assistant City Manager

BOUNDARY PLAN



Contract No
2019-166-COS

EXHIBIT A, PAGE 1 OF 14



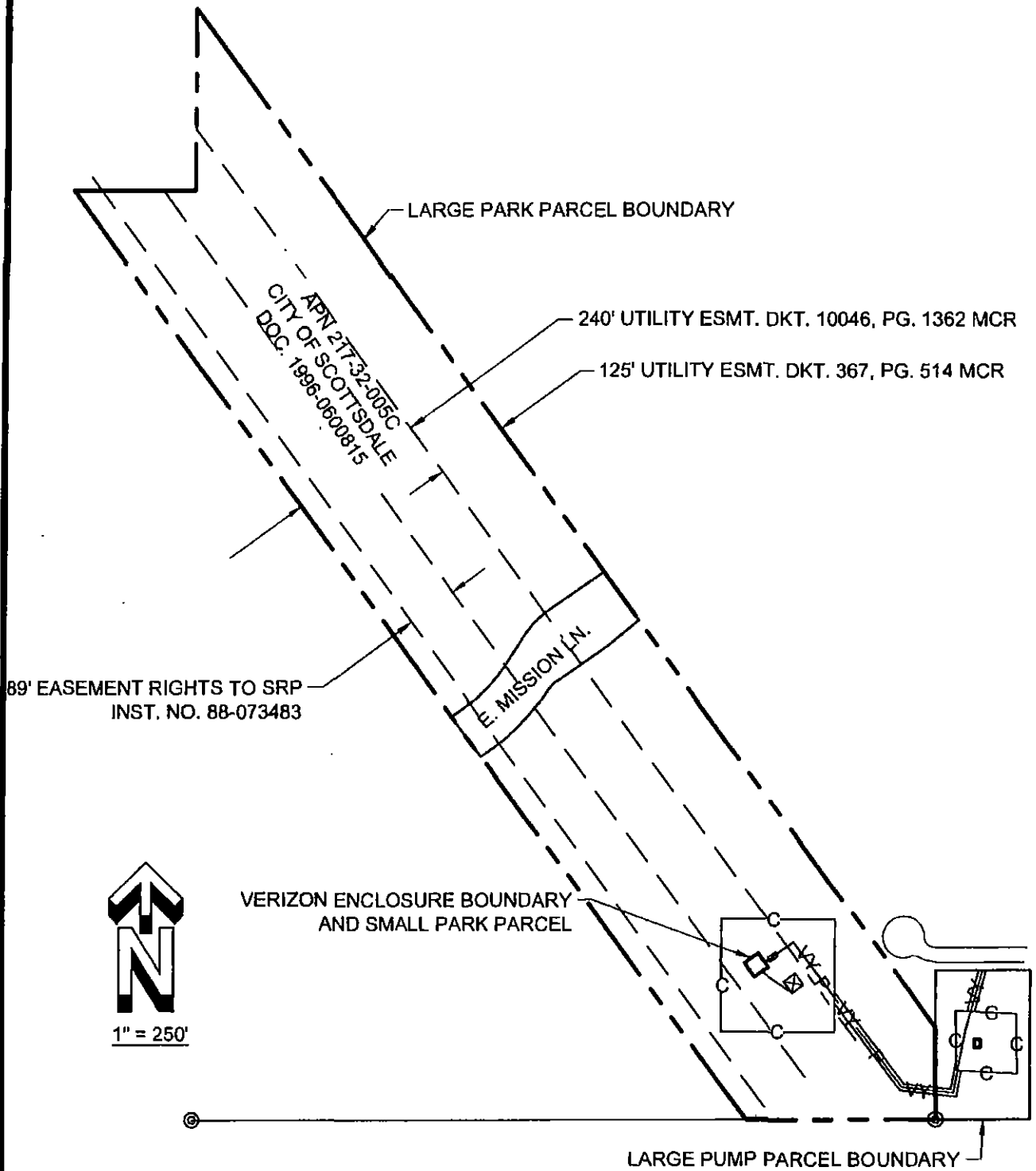
BOUNDARY PLAN

#	USE AREA	SYMBOL	SIZE
1	LARGE PARK PARCEL BOUNDARY	— — — — —	624,247 SQ. FT (14.34 ACRES)
2	LARGE PUMP PARCEL BOUNDARY	— — — — —	43,761 SQ. FT (1.00 ACRES)
3	SMALL PARK PARCEL	—C—C—C—	43,101.07 SQ. FT. (0.989 ACRES)
4	SMALL PUMP PARCEL	—C—C—C—	13,006.43 SQ. FT. (0.299 ACRES)
5	ENCLOSURE BOUNDARY	—E—E—E—	30' BY 30' WIDE
6	GENERATOR BOUNDARY	—G—G—G—	15' BY 10' WIDE
7	MAIN ANTENNA BOUNDARY	—A—A—A—	CONSIST OF 3 SECTORS MOUNTED TO EXISTING TRANSMISSION TOWER
8	MICROWAVE ANTENNA BOUNDARY	—M—M—M—	NONE
9	PARKING SPACE BOUNDARY	—Z—Z—Z—	20' LONG BY 25.25' WIDE
10	TEMP/ CONSTRUCTION AREA	—C—C—C—	SAME AS SMALL PARCELS
11	SIGNAL ROUTE CL	—S—S—S—	4' ON EACH SIDE OF CL
12	MICROWAVE SIGNAL ROUTE CL	—R—R—R—	NONE
13	POWER ROUTE CL	—P—P—P—	4.0' ON EACH SIDE OF CL
14	FIBER OPTIC ROUTE CL	—FO—FO—FO—	4.0' ON EACH SIDE OF CL
15	TELEPHONE ROUTE CL	—T—T—T—	SAME AS FIBER OPTIC CL
16	GAS ROUTE CL	—N—N—N—	NONE
17	VEHICLE ROUTE CL	—V—V—V—	6.0' ON EACH SIDE OF CL
18	PEDESTRIAN ROUTE CL	—W—W—W—	4.0' ON EACH SIDE OF CL
19	TEMPORARY CONSTRUCTION VEHICLE ROUTE CENTERLINE	—VY—VY—VY—	6' ON EACH SIDE OF CL
20	OFFSITE POWER CENTERLINE	—OP—OP—OP—	SEE NOTE BELOW
21	OFFSITE TELEPHONE CENTERLINE	—OT—OT—OT—	SEE NOTE BELOW
22	OFFSITE GAS CENTERLINE	—ON—ON—ON—	SEE NOTE BELOW

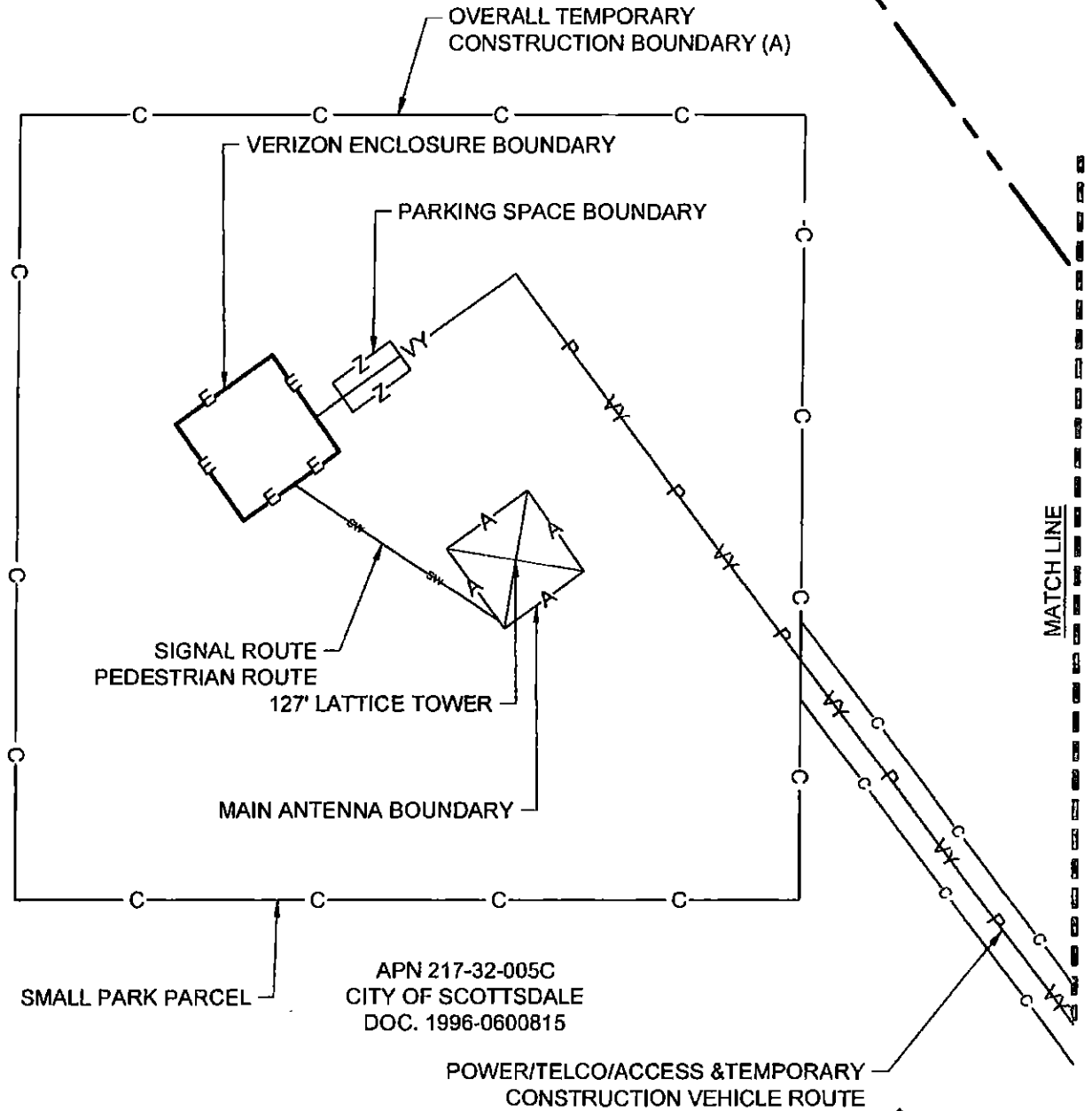
NOTES:

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

BOUNDARY PLAN



BOUNDARY PLAN



1" = 40'

BOUNDARY PLAN

DOUBLE TREE RANCH ROAD

MATCH LINE

APN 217-32-005C
CITY OF SCOTTSDALE
DOC. 1996-0600815

APN 217-32-129
CITY OF SCOTTSDALE
DOC-11034-0418

OVERALL TEMPORARY
CONSTRUCTION BOUNDARY

POWER ROUTE

SMALL PUMP
PARCEL

OVERALL TEMPORARY
CONSTRUCTION BOUNDARY (B)

POWER/TELCO/ACCESS & TEMPORARY
CONSTRUCTION VEHICLE ROUTE

SMALL PUMP
PARCEL



LEGALS

1. LARGE PARK PARCEL BOUNDARY

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA, WHICH LIES WITHIN THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE NORTH ¼ CORNER OF SAID SECTION 17, ALSO BEING THE SOUTH ¼ CORNER OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 5 EAST;

THENCE NORTH 00°03'32" WEST ALONG THE NORTH-SOUTH MIDSECTION LINE OF SAID SECTION 8 FOR A DISTANCE OF 227.17 FEET TO A POINT MARKING THE BEGINNING OF A NON-TANGENT CURVE TO THE EAST, THE CENTRAL POINT OF WHICH BEARS NORTH 11°58'53" EAST 1855.00 FEET DISTANT THEREFROM;

THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°33'53" AN ARC DISTANCE OF 309.67 FEET;

THENCE SOUTH 87°35'00" EAST A DISTANCE OF 123.57 FEET TO A POINT MARKING THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°00'00" AND A RADIUS OF 20.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 31.41 FEET;

THENCE SOUTH 02°25'00" WEST A DISTANCE OF 284.34 FEET TO A POINT MARKING THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 22°28'30" AND A RADIUS OF 1204.89 FEET;

THENCE ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 472.63 FEET;

THENCE SOUTH 24°53'30" WEST A DISTANCE OF 156.90 FEET;

THENCE SOUTH 26°10'00" WEST A DISTANCE OF 358.52 FEET TO A POINT MARKING THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 13°46'32" AND A RADIUS OF 1280.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 307.75 FEET TO A POINT ON THE NORTH-SOUTH MIDSECTION LINE OF SAID SECTION 17;

THENCE NORTH 00°02'17" WEST ALONG SAID MIDSECTION LINE A DISTANCE OF 1331.94 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THEREFROM ANY PART LYING WITHIN THE FOLLOWING DESCRIBED PARCEL: BEGINNING AT THE NORTH ¼ CORNER OF SAID SECTION 17, ALSO BEING THE SOUTH ¼ CORNER OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 5 EAST;

LEGALS

1. LARGE PARK PARCEL BOUNDARY CONTD.

THENCE NORTH 00 DEGREES 01 MINUTES 27 SECONDS WEST ALONG THE EAST LINE OF SAID WEST HALF A DISTANCE OF 164.32 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID ELECTRICAL EASEMENT AS DESCRIBED IN DOCKET 367, PAGE 514;

THENCE NORTH 36 DEGREES 02 MINUTES 42 SECONDS WEST ALONG SAID NORTHEASTERLY LINE A DISTANCE OF 896.06 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 50 DEGREES 15 MINUTES 02 SECONDS WEST 68.70 FEET;

THENCE SOUTH 56 DEGREES 04 MINUTES 27 SECONDS WEST 111.87 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 56.67 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23 DEGREES 07 MINUTES 34 SECONDS A DISTANCE OF 22.87 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 394.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24 DEGREES 31 MINUTES 54 SECONDS A DISTANCE OF 168.69 FEET;

THENCE NORTH 36 DEGREES 04 MINUTES 33 SECONDS WEST LEAVING SAID CURVE A DISTANCE OF 88.22 FEET TO A POINT ON A CURVE CONCENTRIC WITH THE LAST DESCRIBED CURVE AND HAVING A RADIUS OF 306.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25 DEGREES 33 MINUTES 22 SECONDS A DISTANCE OF 136.49 FEET TO A POINT OF TANGENCY; THENCE NORTH 32 DEGREES 56 MINUTES 53 SECONDS EAST 58.65 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 156.67 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23 DEGREES 07 MINUTES 34 SECONDS A DISTANCE OF 63.24 FEET TO A POINT OF TANGENCY;

THENCE NORTH 56 DEGREES 04 MINUTES 27 SECONDS EAST 117.68 FEET;

THENCE SOUTH 36 DEGREES 02 MINUTES 42 SECONDS EAST 105.10 FEET TO THE TRUE POINT OF BEGINNING.

LEGALS

2. LARGE PUMP PARCEL LEGAL DESCRIPTION

LOT 57 OF PARADISE HIGHTS, PER THE PLAT THEREOF RECORDED IN BOOK 111 OF MAPS, PAGE 44, RECORDS OF MARICOPA COUNTY, ARIZONA.

3. SMALL PARK PARCEL LEGAL DESCRIPTION

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE NORTH 89 DEGREES 52 MINUTES 37 SECONDS EAST ALONG THE SOUTH LINE THEREOF 999.53 FEET; THENCE DEPARTING SAID SECTION LINE NORTH 00 DEGREES 07 MINUTES 23 SECONDS WEST, 252.25 FEET; THENCE NORTH 35 DEGREES 42 MINUTES 14 SECONDS WEST, 30.00 FEET; THENCE WEST, 40.34 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°00'00" EAST, 78.69 FEET;
THENCE NORTH 90°00'00" EAST, 200.00 FEET;
THENCE SOUTH 00°00'00" EAST, 128.58 FEET;
THENCE SOUTH 36°44'38" EAST, 204.14 FEET;
THENCE SOUTH 83°38'42" EAST, 56.42 FEET;
THENCE SOUTH 00°12'31" EAST, 12.08 FEET;
THENCE NORTH 83°38'42" WEST, 63.01 FEET;
THENCE NORTH 36°44'38" WEST, 193.27 FEET;
THENCE SOUTH 00°00'00" EAST, 51.36 FEET;
THENCE NORTH 90°00'00" WEST, 200.00 FEET;
THENCE NORTH 00°00'00" EAST, 121.31 FEET TO THE POINT OF BEGINNING.
CONTAINING 43101.07 SQUARE FEET OR 0.989 ACRES MORE OR LESS.

LEGALS

4. SMALL PUMP PARCEL LEGAL DESCRIPTION

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING A 12.00 FOOT WIDE VEHICULAR EASEMENT, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE NORTH 89 DEGREES 52 MINUTES 37 SECONDS EAST ALONG THE SOUTH LINE THEREOF 999.53 FEET; THENCE DEPARTING SAID SECTION LINE NORTH 00 DEGREES 07 MINUTES 23 SECONDS WEST, 252. 25 FEET; THENCE NORTH 54 DEGREES 17 MINUTES 46 SECONDS EAST, 30.00 FEET; THENCE NORTH 35 DEGREES 42 MINUTES 14 SECONDS WEST, 10.60 FEET TO A POINT HEREIN KNOWN AS "POINT A" ALSO BEING POINT OF BEGINNING;

THENCE SOUTH 86°55'12" EAST, 79.78 FEET;
THENCE SOUTH 01°00'31" EAST, 106.09 FEET;
THENCE NORTH 86°42'36" WEST, 97.96 FEET;
THENCE SOUTH 10°24'27" WEST, 47.50 FEET;
THENCE NORTH 83°38'42" WEST, 36.43 FEET;
THENCE NORTH 00°00'23" EAST, 12.07 FEET;
THENCE SOUTH 83°38'42" EAST, 26.58 FEET;
THENCE NORTH 10°24'27" EAST, 55.97 FEET;
THENCE NORTH 01°08'54" WEST, 84.67 FEET;
THENCE SOUTH 86°55'12" EAST, 26.25 FEET; TO THE POINT OF BEGINNING.

CONTAINING 12102.42 SQUARE FEET OR 0.278 ACRES MORE OR LESS.

TOGETHER WITH A PORTION OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "A"; THENCE NORTH 86°55'11" WEST, 6.15 FEET;
THENCE NORTH 15°33'27" EAST, 74.98 FEET;
THENCE NORTH 89°54'23" EAST, 12.46 FEET;
THENCE SOUTH 15°33'27" WEST, 75.69 FEET;
THENCE NORTH 86°55'12" WEST, 6.15 FEET; TO THE POINT OF BEGINNING.

CONTAINING 904.01 SQUARE FEET OR 0.021 ACRES MORE OR LESS.

LEGALS

5. ENCLOSURE BOUNDARY LEGAL DESCRIPTION

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26;
THENCE NORTH 89 DEGREES 52 MINUTES 37 SECONDS EAST ALONG THE SOUTH LINE THEREOF 999.53 FEET;

THENCE DEPARTING SAID SECTION LINE NORTH 00 DEGREES 07 MINUTES 23 SECONDS WEST, 252.25 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 35 DEGREES 42 MINUTES 14 SECONDS WEST, 30.00 FEET;
THENCE NORTH 54 DEGREES 17 MINUTES 46 SECONDS EAST, 30.00 FEET;
THENCE SOUTH 35 DEGREES 42 MINUTES 14 SECONDS EAST, 30.00 FEET;
THENCE SOUTH 54 DEGREES 17 MINUTES 46 SECONDS WEST, 30.00 FEET TO THE POINT OF BEGINNING.

6. GENERATOR BOUNDARY LEGAL DESCRIPTION

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE NORTH 89 DEGREES 52 MINUTES 37 SECONDS EAST ALONG THE SOUTH LINE THEREOF 999.53 FEET; THENCE DEPARTING SAID SECTION LINE NORTH 00 DEGREES 07 MINUTES 23 SECONDS WEST, 252.25 FEET; THENCE NORTH 54 DEGREES 17 MINUTES 46 SECONDS EAST, 30.00 FEET; THENCE NORTH 35 DEGREES 42 MINUTES 14 SECONDS WEST, 10.60 FEET; THENCE NORTH 54 DEGREES 17 MINUTES 46 SECONDS EAST, 62.46 FEET; THENCE SOUTH 36 DEGREES 44 MINUTES 38 SECONDS EAST, 321.16 FEET; THENCE SOUTH 83 DEGREES 38 MINUTES 42 SECONDS EAST, 91.20 FEET; THENCE NORTH 10 DEGREES 24 MINUTES 27 SECONDS EAST, 113.76 FEET; THENCE NORTH 15 DEGREES 33 MINUTES 27 SECONDS EAST, 31.04 FEET; THENCE SOUTH 50 DEGREES 10 MINUTES 15 SECONDS EAST, 32.34 FEET; THENCE SOUTH 02 DEGREES 55 MINUTES 54 SECONDS WEST, 8.45 FEET; THENCE SOUTH 31 DEGREES 01 MINUTES 13 SECONDS WEST, 19.98 FEET TO THE POINT OF BEGINNING;

THENCE EAST, 3.00 FEET;
THENCE SOUTH, 15.00 FEET;
THENCE WEST, 10.00 FEET;
THENCE NORTH, 15.00 FEET;
THENCE EAST, 7.00 FEET TO THE POINT OF BEGINNING.

LEGALS

7. MAIN ANTENNA BOUNDARY

AN ANTENNA ARRAY CONSISTING OF 3 SECTORS AND BEING ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS LYING 62.75 FEET ABOVE GROUND LEVEL:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26;
THENCE NORTH 89 DEGREES 52 MINUTES 37 SECONDS EAST ALONG THE SOUTH LINE THEREOF 999.53 FEET; THENCE DEPARTING SAID SECTION LINE NORTH 00 DEGREES 07 MINUTES 23 SECONDS WEST, 252.25 FEET; THENCE NORTH 54 DEGREES 17 MINUTES 46 SECONDS EAST, 15.82 FEET; THENCE SOUTH 56 DEGREES 22 MINUTES 35 SECONDS EAST, 62.78 FEET; THENCE SOUTH 35 DEGREES 48 MINUTES 33 SECONDS EAST, 2.56 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 35 DEGREES 48 MINUTES 33 SECONDS WEST, 25.25 FEET;
THENCE NORTH 54 DEGREES 11 MINUTES 27 SECONDS EAST, 25.25 FEET;
THENCE SOUTH 35 DEGREES 48 MINUTES 33 SECONDS EAST, 25.25 FEET;
THENCE SOUTH 54 DEGREES 11 MINUTES 27 SECONDS WEST, 25.25 FEET TO THE POINT OF BEGINNING.

8. MICROWAVE ANTENNA BOUNDARY

NONE

9. PARKING SPACE BOUNDARY

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26;
THENCE NORTH 89 DEGREES 52 MINUTES 37 SECONDS EAST ALONG THE SOUTH LINE THEREOF 999.53 FEET;
THENCE DEPARTING SAID SECTION LINE NORTH 00 DEGREES 07 MINUTES 23 SECONDS WEST, 252.25 FEET;
THENCE NORTH 54 DEGREES 17 MINUTES 46 SECONDS EAST, 30.00 FEET;
THENCE NORTH 35 DEGREES 42 MINUTES 14 SECONDS WEST, 10.60 FEET;
THENCE NORTH 54 DEGREES 17 MINUTES 46 SECONDS EAST, 8.60 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 36 DEGREES 02 MINUTES 02 SECONDS WEST, 4.50 FEET;
THENCE NORTH 53 DEGREES 57 MINUTES 58 SECONDS EAST, 18.00 FEET;
THENCE SOUTH 36 DEGREES 02 MINUTES 02 SECONDS EAST, 9.00 FEET;
THENCE SOUTH 53 DEGREES 57 MINUTES 58 SECONDS WEST, 18.00 FEET;
THENCE NORTH 36 DEGREES 02 MINUTES 02 SECONDS WEST, 4.50 FEET TO THE POINT OF BEGINNING.

LEGALS

10. TEMPORARY CONSTRUCTION BOUNDARY LEGAL DESCRIPTION

SAME AS SMALL PARK AND SMALL PARK PARCELS

11. SIGNAL ROUTE LEGAL DESCRIPTION

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING AN 8.00 FOOT WIDE SIGNAL ROUTE EASEMENT, LYING 4.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE NORTH 89 DEGREES 52 MINUTES 37 SECONDS EAST ALONG THE SOUTH LINE THEREOF 999.53 FEET; THENCE DEPARTING SAID SECTION LINE NORTH 00 DEGREES 07 MINUTES 23 SECONDS WEST, 252.25 FEET; THENCE NORTH 54 DEGREES 17 MINUTES 46 SECONDS EAST, 15.82 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 56 DEGREES 22 MINUTES 35 SECONDS EAST, 62.78 FEET TO THE POINT OF TERMINUS.

12. MICROWAVE SIGNAL ROUTE LEGAL DESCRIPTION

NONE

13. POWER ROUTE LEGAL DESCRIPTION

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING AN 8.00 FOOT WIDE POWER EASEMENT, LYING 4.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE NORTH 89 DEGREES 52 MINUTES 37 SECONDS EAST ALONG THE SOUTH LINE THEREOF 999.53 FEET; THENCE DEPARTING SAID SECTION LINE NORTH 00 DEGREES 07 MINUTES 23 SECONDS WEST, 252.25 FEET; THENCE NORTH 54 DEGREES 17 MINUTES 46 SECONDS EAST, 30.00 FEET; THENCE NORTH 35 DEGREES 42 MINUTES 14 SECONDS WEST, 10.60 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 54 DEGREES 17 MINUTES 46 SECONDS EAST, 62.46 FEET;
THENCE SOUTH 36 DEGREES 44 MINUTES 38 SECONDS EAST, 321.16 FEET;
THENCE SOUTH 83 DEGREES 38 MINUTES 42 SECONDS EAST, 91.20 FEET;
THENCE NORTH 10 DEGREES 24 MINUTES 27 SECONDS EAST, 113.76 FEET;
THENCE NORTH 15 DEGREES 33 MINUTES 27 SECONDS EAST, 31.04 FEET;
THENCE SOUTH 50 DEGREES 10 MINUTES 15 SECONDS EAST, 32.34 FEET;
THENCE SOUTH 02 DEGREES 55 MINUTES 54 SECONDS WEST, 8.45 FEET;
THENCE SOUTH 31 DEGREES 01 MINUTES 13 SECONDS WEST, 19.98 FEET TO THE POINT OF TERMINUS.

LEGALS

14. FIBER OPTIC ROUTE LEGAL DESCRIPTION

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING AN 8.00 FOOT WIDE FIBER OPTIC ROUTE EASEMENT, LYING 4.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE NORTH 89 DEGREES 52 MINUTES 37 SECONDS EAST ALONG THE SOUTH LINE THEREOF 999.53 FEET; THENCE DEPARTING SAID SECTION LINE NORTH 00 DEGREES 07 MINUTES 23 SECONDS WEST, 252.25 FEET; THENCE NORTH 54 DEGREES 17 MINUTES 46 SECONDS EAST, 15.82 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 56 DEGREES 22 MINUTES 35 SECONDS EAST, 62.78 FEET TO THE POINT OF TERMINUS.

15. TELEPHONE ROUTE LEGAL DESCRIPTION

SAME AS FIBER OPTIC ROUTE CENTERLINE

16. GAS ROUTE LEGAL DESCRIPTION

NONE

17. VEHICLE ROUTE LEGAL DESCRIPTION

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING A 12.00 FOOT WIDE VEHICULAR EASEMENT, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE NORTH 89 DEGREES 52 MINUTES 37 SECONDS EAST ALONG THE SOUTH LINE THEREOF 999.53 FEET; THENCE DEPARTING SAID SECTION LINE NORTH 00 DEGREES 07 MINUTES 23 SECONDS WEST, 252. 25 FEET; THENCE NORTH 54 DEGREES 17 MINUTES 46 SECONDS EAST, 30.00 FEET; THENCE NORTH 35 DEGREES 42 MINUTES 14 SECONDS WEST, 10.60 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 54 DEGREES 17 MINUTES 46 SECONDS EAST, 62.46 FEET;
THENCE SOUTH 36 DEGREES 44 MINUTES 38 SECONDS EAST, 321.16 FEET;
THENCE SOUTH 83 DEGREES 38 MINUTES 42 SECONDS EAST, 91.20 FEET;
THENCE NORTH 10 DEGREES 24 MINUTES 27 SECONDS EAST, 113. 76 FEET;
THENCE NORTH 15 DEGREES 33 MINUTES 27 SECONDS EAST, 109.63 FEET TO THE POINT OF TERMINUS ON THE SOUTH LINE DOUBLETREE RANCH ROAD.

LEGALS

18. PEDESTRIAN ROUTE LEGAL DESCRIPTION

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING AN 8.00 FOOT WIDE PEDESTRIAN ROUTE EASEMENT, LYING 4.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE NORTH 89 DEGREES 52 MINUTES 37 SECONDS EAST ALONG THE SOUTH LINE THEREOF 999.53 FEET; THENCE DEPARTING SAID SECTION LINE NORTH 00 DEGREES 07 MINUTES 23 SECONDS WEST, 252. 25 FEET; THENCE NORTH 54 DEGREES 17 MINUTES 46 SECONDS EAST, 15.82 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 56 DEGREES 22 MINUTES 35 SECONDS EAST, 62. 78 FEET TO THE POINT OF TERMINUS.

19. TEMPORARY CONSTRUCTION VEHICLE ROUTE LEGAL DESCRIPTION

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING A 12.00 FOOT WIDE VEHICULAR EASEMENT, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE NORTH 89 DEGREES 52 MINUTES 37 SECONDS EAST ALONG THE SOUTH LINE THEREOF 999.53 FEET; THENCE DEPARTING SAID SECTION LINE NORTH 00 DEGREES 07 MINUTES 23 SECONDS WEST, 252. 25 FEET; THENCE NORTH 54 DEGREES 17 MINUTES 46 SECONDS EAST, 30.00 FEET; THENCE NORTH 35 DEGREES 42 MINUTES 14 SECONDS WEST, 10.60 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 54 DEGREES 17 MINUTES 46 SECONDS EAST, 62.46 FEET;
THENCE SOUTH 36 DEGREES 44 MINUTES 38 SECONDS EAST, 321.16 FEET;
THENCE SOUTH 83 DEGREES 38 MINUTES 42 SECONDS EAST, 91.20 FEET;
THENCE NORTH 10 DEGREES 24 MINUTES 27 SECONDS EAST, 113. 76 FEET;
THENCE NORTH 15 DEGREES 33 MINUTES 27 SECONDS EAST, 109.63 FEET TO THE POINT OF TERMINUS ON THE SOUTH LINE DOUBLETREE RANCH ROAD.

20. OFFSITE POWER ROUTE LEGAL DESCRIPTION

NONE

21. OFFSITE TELEPHONE ROUTE LEGAL DESCRIPTION

NONE

22. OFFSITE GAS ROUTE LEGAL DESCRIPTION

NONE

Site Plan



SITE NAME: PHO ONYX



Contract No 2019-166-COS

SHEET INDEX

- T-1 PROJECT INFORMATION AND GRID
- A-1 SITE PLAN
- A-2 SHARED USE PLAN
- A-3 ANTENNA PLANS & DETAILS
- A-4 PROJECT ELECTIONS
- A-5 PROJECT ELECTIONS

CLIENT

VERIZON WIRELESS
 125 N. GARDEN DR.
 TOLPE, AZ 85303
 CONTACT: JAMES BRIDGES
 PHONE: (520) 679-0311

OWNER

CITY OF SCOTTSDALE
 2100 N. CHANDLER BOULEVARD
 PHOENIX, AZ 85251
 CONTACT: BOB HALEZ
 PHONE: (480) 312-1084

GPS

CONTACT: BRINA THOMPSON
 PHONE: (520) 418-9871

GPS

ONE CROWN CONSTRUCTION, LLC
 1233 N. VERDE BLVD, SUITE 100
 SCOTTSDALE, AZ 85257
 CONTACT: JAMES BRIDGES
 PHONE: (480) 341-8233

DESIGNER

BY DESIGN INC.
 3001 N. PUEBLO AVE., SUITE 114
 MESA, AZ 85205
 CONTACT: STEPHEN HARRIS
 PHONE: (520) 954-2700

PROJECT DATA

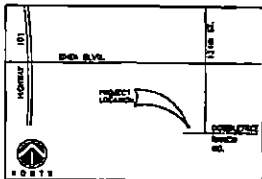
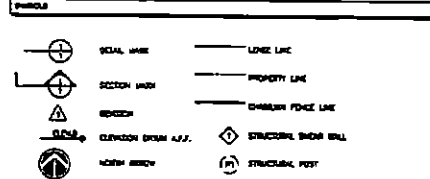
LOANEE: VERIZON WIRELESS
 SCHED: 6-8 PER
 PER: 07-22-2022
 JURISDICTION: CITY OF SCOTTSDALE
 BUILDING CODE: 2013 IBC
 2012 IRC
 2011 IBC

PROJECT DESCRIPTION

THIS PROJECT CONSISTS OF THE REPLACEMENT OF (3) OF (9) EXISTING ANTENNAS WITH (2) NEW ANTENNAS, AS WELL AS THE ADDITION OF (2) NEW TOWER MOUNTED EQUIPMENT MOUNTED ON AN EXISTING ELECTRICAL TOWER.
 DEVELOPMENT AND CONSTRUCTION OF THIS PROJECT WILL COMPLY WITH ALL APPLICABLE CODES AND ORDINANCES.
 THIS PROJECT DOES NOT INCLUDE WATER OR SEWER.
 PUBLIC SPACES WILL NOT BE AFFECTED BY THIS PROJECT.

GRID SPECIFICATIONS

FROM 125 N. GARDEN DR., TOLPE - TOWNSHIP 124 N. AND 125 W. TO CHANDLER AND TOLPE CREEK TOWNSHIP, ON CHANDLER BL. TO THE 121 ALLEYWAY AND TURN NORTH, CORNER NORTH ON THE 121 ALLEYWAY TO WEST SIDE OF CHANDLER BL. AND TURN EAST - CORNER ON WEST SIDE OF CHANDLER BL. AND WALK TO 120th ST AND TURN SOUTH - TOWNSHIP 124 N. WALK TO THE END OF THE STREET, TURN WEST AND THE ACCESS IS AT THE END OF DOUBLE TREE BRANCH RD.



APPROVAL POWER	
CITY OF SCOTTSDALE	DATE
BY SIGNATURE	DATE
REAL OFFICE SIGNATURE	DATE
REGISTERED ELECTRICAL	DATE



THIS I HAVE SEEN, FOR MEALS, CLASSES, PROJECTS AND DESIGN, AND I HAVE REVIEWED

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PROJECT NUMBER	DATE	DATE BY
2019-166-COS	07-22-2022	JAMES BRIDGES

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUE FOR PERMITS	
2	ISSUE FOR PERMITS	
3	ISSUE FOR PERMITS	
4	ISSUE FOR PERMITS	
5	ISSUE FOR PERMITS	

Exhibit B
 Page 1 of 3

SITE NAME

PHO ONYX

SITE ADDRESS

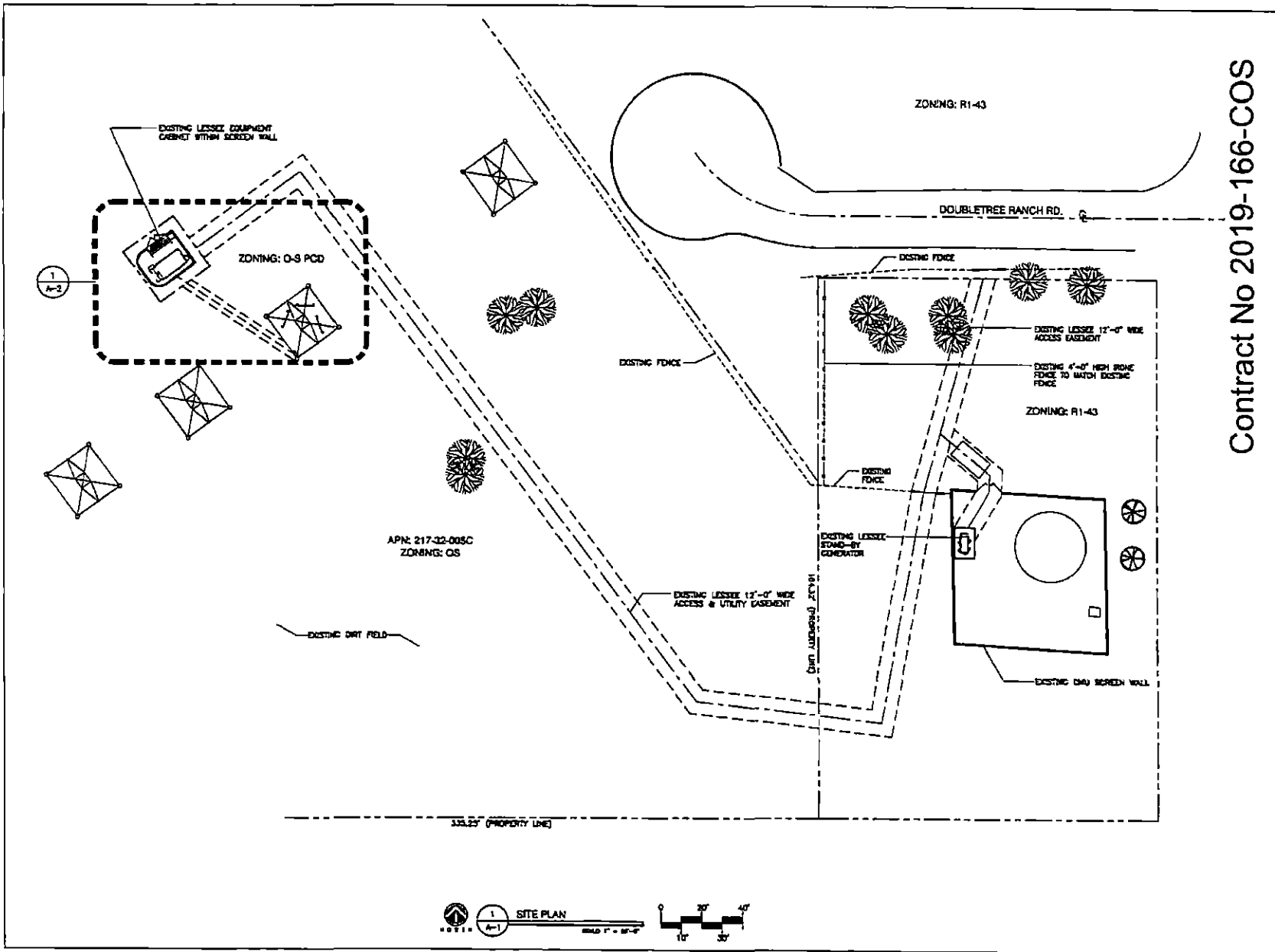
12103 N. MESA BLVD., SUITE 100
 SCOTTSDALE, AZ 85259

SHEET NO.

PROJECT INFORMATION AND DATA

SHEET NUMBER

T-1



Contract No 2019-166-COS



INTERNAL REVIEW	
CONSTRUCTION SIGNATURE	DATE
AS BUILT SIGNATURE	DATE
FIELD SIGNATURE	DATE
ENGINEER SIGNATURE	DATE



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PROJECT NUMBER	DATE	BY
1718	02	JP

NOTES	
▲	FIELD
▲	AS BUILT
▲	AS BUILT

Exhibit B
Page 2 of 3

REV NAME

PHO ONYX

DATE REVISION

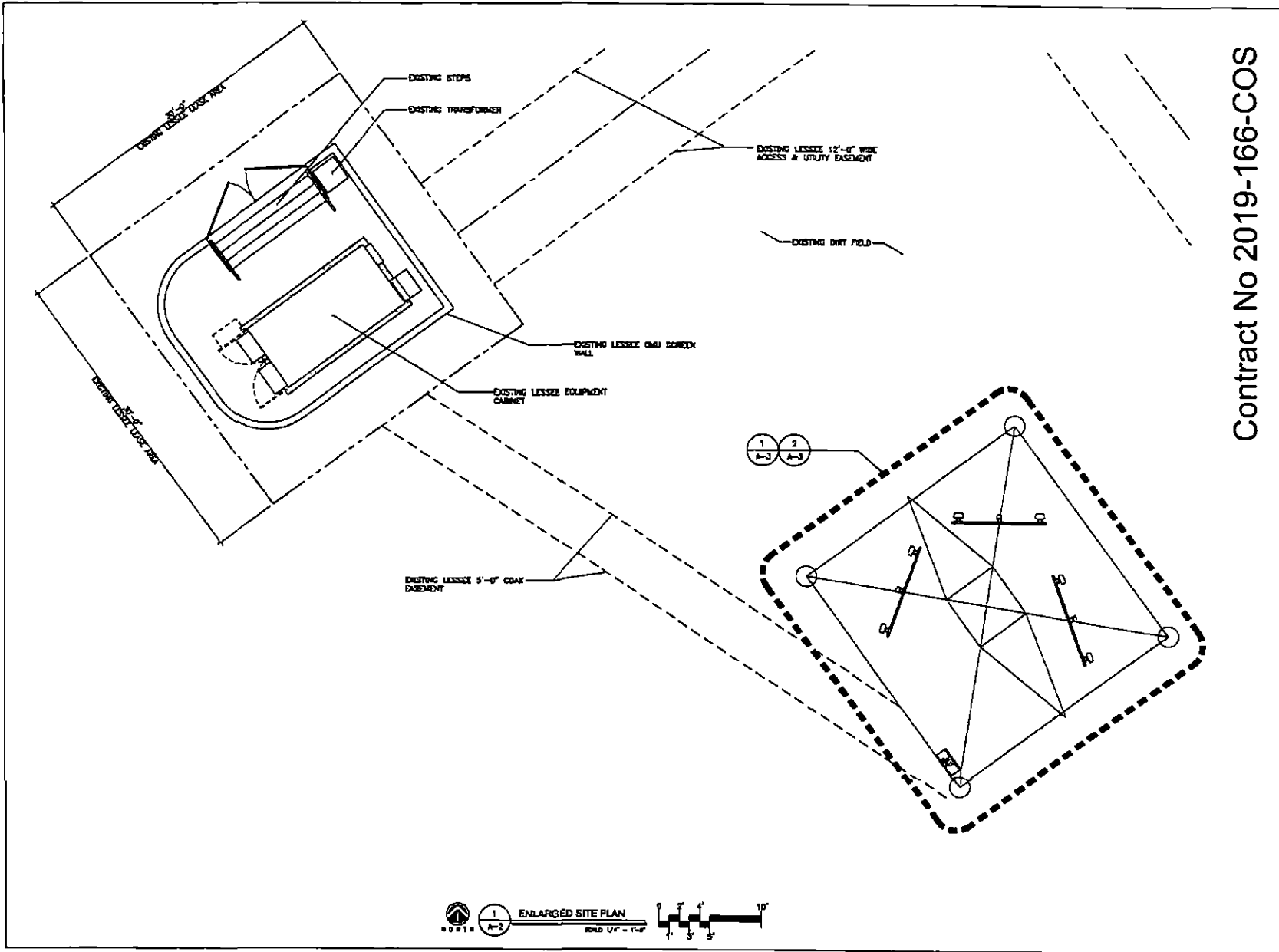
PHO ONYX

DATE REVISION

SITE PLAN

DATE REVISION

A-1



Contract No 2019-166-COS



WIRELESS PROVIDER	
CONSTRUCTION PERMITTING	DATE
RF EQUIPMENT	TYPE
FEEDER CABLE ROUTING	DATE
MONITORING EQUIPMENT	DATE



1000 E. WASHINGTON ST., SUITE 100, SCOTTSDALE, AZ 85258
PHOTO: PHO ONYX

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PROJECT NUMBER	DATE	DATE BY
1010	10/10/19	PHO

REVISIONS	
NO.	DESCRIPTION
1	ISSUE TO CLIENT
2	ISSUE FOR PERMITTING

Exhibit B
Page 3 of 3

PHO ONYX

PHO ONYX

1000 E. WASHINGTON ST.
SCOTTSDALE, AZ 85258

PHO ONYX

ENLARGED
SITE PLAN

PHO ONYX

A-2

