



MEMORANDUM TRANSPORTATION & DEVELOPMENT DEPARTMENT
MEMO NO. TDA11-093

DATE: APRIL 12, 2011

TO: MAYOR AND CITY COUNCIL

THRU: RICH DLUGAS, ACTING CITY MANAGER *RD*
 PAT MCDERMOTT, ASSISTANT CITY MANAGER *PM*
 R.J. ZEDER, TRANSPORTATION AND DEVELOPMENT DIRECTOR *RJZ*

FROM: MARGARET COULTER, REGULATORY AFFAIRS MANAGER *MC*

SUBJECT: RESOLUTION NO. 4466, AUTHORIZING A TELECOMMUNICATIONS SITE LEASE
 BETWEEN CROWN ATLANTIC COMPANY, LLC AND THE CITY OF CHANDLER
 AND GRANTING AN ENCROACHMENT PERMIT FOR A REPLACEMENT SITE AT
 THE CHANDLER FIRE TRAINING CENTER

RECOMMENDATION: Staff recommends approval of Resolution No. 4466, authorizing a Telecommunications Site Lease between Crown Atlantic Company, LLC and the City of Chandler and granting an Encroachment Permit for a replacement site at the Chandler Fire Training Center.

BACKGROUND: In 2001, Crown Atlantic Company, LLC, a wireless telecommunications tower management company that uses pole-mounted antennas and other support equipment and devices, applied for and received an encroachment permit from the City to construct and operate a wireless communication facility at a site located upon the grounds of the Chandler Fire Training Center at 3350 South Dobson Road. The Company now requests that the City enter into a telecommunication site lease to allow it to operate its wireless communications system at a new site location on the grounds of the Chandler Fire Training Center, which will replace Crown's current site location, while also accommodating future construction plans of the Fire Department. The new site will also be designed to accommodate the collocation of multiple wireless carriers.

FINANCIAL IMPLICATIONS: Crown has paid a \$3,000 application fee and will pay permit, inspection and pavement damage fees if applicable. The Company's monthly lease rate will increase from \$560 a month to \$1,120 a month with the rent increasing by \$263 a month for each additional carrier beyond its current tenant (Cricket). There is also an escalator clause increasing the rent 12% for each 5-year renewal term. There will also be 2.75% privilege taxes applied on any non-interstate telecommunication services.

PROPOSED MOTION: Move to approve Resolution No. 4466, authorizing a Telecommunications Site Lease between Crown Atlantic Company, LLC and the City of Chandler and granting an Encroachment Permit for a replacement site at the Chandler Fire Training Center.

Attachments: Resolution 4466, Telecommunications Site Lease, Site Drawings

RESOLUTION NO. 4466

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, MARICOPA COUNTY, ARIZONA, AUTHORIZING A TELECOMMUNICATIONS SITE LEASE BETWEEN CROWN ATLANTIC COMPANY, LLC AND THE CITY OF CHANDLER AND GRANTING AN ENCROACHMENT PERMIT FOR A REPLACEMENT SITE AT THE CHANDLER FIRE TRAINING CENTER

WHEREAS, in 2001, Crown Atlantic Company, LLC, a wireless telecommunications tower management company that uses pole-mounted antennas and other support equipment and devices (the "Company"), applied for and received an encroachment permit from the City of Chandler (the "City") to construct and operate a wireless communication facility "Tenant Facility" at a site located upon the grounds of the Chandler Fire Training Center at 3350 South Dobson Road in Chandler, Arizona; and

WHEREAS, the Company has now requested that the City enter into a new Telecommunications Site Lease to allow the Company to operate its wireless communications Tenant Facility within the city limits and which will include a new encroachment permit to construct and install the Tenant Facility at a new site location on the grounds of the Chandler Fire Training Center, which will replace the Company's current site location; and

WHEREAS, the new site location will accommodate the Chandler Fire Department's plans for future development of the Chandler Fire Training Center and will allow for co-location of more than one wireless service provider at the site; and

WHEREAS, the City has authority to enter the proposed Telecommunication Site Lease and to issue encroachment permits in accordance with Chapter 46 of the Chandler City Code; and

WHEREAS, the City Council has reviewed the terms and conditions of the proposed Telecommunications Site Lease and believes it to be in the best interest of the citizens of the City of Chandler;

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

Section 1: The proposed Telecommunications Site Lease with Crown Atlantic Company, LLC is authorized and approved in substantially the form attached hereto, subject to approval as to form by the Chandler City Attorney.

Section 2: The Mayor of the City of Chandler is herewith authorized to execute the proposed Telecommunications Site Lease with Crown Atlantic Company, LLC in its final form as approved by the Chandler City Attorney.

Section 3: Such officers or employees of the City as are designated by the City Manager are authorized and directed to perform all acts necessary to give effect to this Resolution.

Section 4: This Resolution shall supersede any earlier resolution, ordinance or other action approved and/or adopted by the Chandler City Council allowing Crown Atlantic Company to operate wireless communication facilities within the Chandler city limits and/or approving any encroachment permit to construct and operate such facilities at the Chandler Fire Training Center. Any agreement or encroachment permit previously issued in connection with such earlier Council action shall be deemed void and of no effect as and from the date the agreement approved herein becomes effective.

PASSED AND ADOPTED BY THE City Council of the City of Chandler, Arizona, this _____ day of _____, 2011.

ATTEST:

City Clerk

Mayor

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4466 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2011, and that a quorum was present thereat.

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

LAB

TELECOMMUNICATIONS SITE LEASE
Fire Training Center

1. **Parties.** This Telecommunications Site Lease (this "Lease"), dated this day ____ of _____, 2011 (the "Effective Date") is made by and between the CITY OF CHANDLER, an Arizona municipal corporation ("Landlord"), and CROWN ATLANTIC COMPANY LLC, a Delaware limited liability company ("Tenant"). Landlord and Tenant may be referred to in this Lease individually as a "Party" or collectively as the "Parties."

3. **Recitals.** As background to this Lease, the Parties agree, acknowledge and recite as follows, each of which shall be deemed a material term and provision of this Lease:

A. Landlord owns certain real property at 3350 South Dobson Road in Chandler, Arizona, which is used by the Chandler Fire Department ("Fire") as the Chandler Fire Training Center (the "Training Center") and normally not made available for general public use.

B. Tenant represents that it is a wireless telecommunications tower management company that uses pole-mounted antennas and other support equipment and devices.

C. Since September, 2001, Landlord has permitted Tenant to operate and maintain a wireless communication facility on a designated portion of the Training Center pursuant to that certain Encroachment Permit – Communications Site dated September 5, 2001 (the "Existing Agreement").

D. Pursuant to Section 14 of the Existing Agreement, Landlord desires that Tenant discontinue the use and operation of facilities at the aforementioned portion of the Training Center and construct, install, operate and maintain a new wireless communication facility at a different location at the Training Center under circumstances that allow for more than one telecommunications provider to co-locate on the tower or pole that will be part of the new wireless communication facility.

E. Upon the installation of Tenant's facilities on the Premises, defined below, and the removal of Tenant's facilities from the premises outlined in the Existing Agreement, the Existing Agreement will be terminated and replaced with the terms of this Lease.

4. **Lease of Premises.**

A. **Premises.** Landlord leases to Tenant, and Tenant leases from Landlord, upon and in consideration of the terms and conditions contained herein, the portion of the Training Center legally described in attached Exhibit A (the "Premises"), together with a nonexclusive right to use the portion of the Training Center designated as the Common Access Area (defined below) for access to and from the Premises. The location of the Premises and the parameters of the Common Access Area and the Training Center are depicted in attached Exhibit B.

B. **No Franchise, License or Permit.** This Lease is not a franchise pursuant to any local or state charter, statute or constitution; a telecommunication license issued in accordance with Chapter 46 of the Chandler City Code ("Chapter 46"); or an encroachment permit issued in

accordance with Chapter 46 for the installation, construction or operation within public right-of-way of facilities for telecommunication services.

C. Common Access Area. Tenant and any subtenant, and its and their employees, agents, subcontractors, lenders, invitees and guests, shall have a nonexclusive right to use the Common Access Area, without notice to Landlord, for pedestrian and vehicular access to and from the Premises from and to the nearest public roadway twenty-four (24) hours a day, seven (7) days a week, and also the right to install, replace and maintain underground utility or transmission lines, wires, cables, conduits and pipes within the Common Access Area needed for or as part of the Tenant Facility (defined below) on the Premises. This right of use automatically expires upon the expiration or termination of this Lease. Landlord expressly reserves the right to act in its sole discretion to determine the nature and extent of the Common Access Area; provided that no changes will be made that materially effect Tenant's access to or provision of utility services to the Tenant Facility without Tenant's prior written consent.

5. Definitions.

In this Lease, unless a different meaning clearly appears from the context:

(a) "Additional Provider" means a third party telecommunications provider co-locating on the Premises or the Tenant Facility, or a part thereof, but does not include either Tenant or an In-lieu Provider.

(b) "Antenna" means a device used in wireless telecommunications which transmits or receives radio or microwave signals.

(c) "Chapter 46" means as defined in Section 4(B).

(d) "City Code" means the Chandler City Code.

(e) "City Council" means the governing body of the City of Chandler.

(f) "Co-locate", "co-locating", or "co-location" refer to the shared use of a tower by more than one telecommunications provider in addition to Tenant.

(g) "Day" means calendar day.

(h) "Equipment building" means an unstaffed structure attached to or made part of a wireless communication facility and used to house equipment needed to operate and maintain a wireless communication facility.

(i) "In-lieu Provider" means a single, third party, telecommunications provider using the Premises or Tenants Facility, or a part thereof, to provide telecommunications services in lieu of such services being provided by Tenant.

(j) "Person" means and includes natural persons, corporations, limited partnerships, general partnerships, joint stock companies, joint ventures associations, limited liability companies, limited liability partnerships, trusts, land trusts, business trusts or other organizations, whether or not legal entities.

(k) "Public roadway" or "right-of-way" means all or part of a platted or designated public street, highway, alley, lane, parkway, avenue, road, sidewalk or other public way, whether or not it has been used as such.

(l) "Support structure" means a component of a wireless communication facility, which is often a tower or other structure of sufficient verticality, used to support one or more antennas at needed height for effective operation of the facility.

(m) "Tenant Facility" means the wireless communication facility identified in Section 8(A)(1) and whose components are described in Section 9(A) of this Lease.

(n) "Telecommunications" or "wireless telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received. The term does not include commercial mobile radio services, pay phone services, interstate services or cable services, as those terms may be used or defined in Chapter 46 or elsewhere in the City Code.

(o) "Telecommunication license" means the telecommunication license issued pursuant to Chapter 46.

(p) "Telecommunications provider" means any person who constitutes a telecommunications provider under Chapter 46 or who otherwise provides telecommunications services from any wireless communication facility.

(q) "Telecommunications services" means the offering of telecommunications for a fee directly to the public or to such users as to be effectively available directly to the public, regardless of the facility or wireless communication facility used.

(r) "Tower" means any structure that is designed and constructed primarily for the purpose of supporting one or more antennas in the operation of a wireless communication facility. A tower may include, without limitation, such types as a lattice tower or a monopole.

(s) "Wireless communication facility" means a facility used exclusively for the transmission and reception of radio or microwave signals used for commercial communications. A wireless communication facility is generally composed of the following components: at least one antenna; a support structure, which may be a tower or which may be a structure (such as, without limitation, a building or a light pole) originally constructed primarily for purpose other than supporting an antenna; in some cases, an equipment building; and related transmission lines used in the transmission of electronic signals or data to or from other wireless communication facilities.

(t) "Zoning Section" means as defined in Section 8(A)(3).

6. **Term.**

A. **Term.** Subject to early termination under Section 18, the term of this Lease shall be for five (5) years commencing on the Effective Date, and expiring on the fifth anniversary of the Effective Date (the "Term"). Subject to Section 6(B), the Term shall automatically be extended for up to four (4), successive, five-year periods, with the first five-year extension of the Term commencing immediately upon the expiration of the initial period of the Term, and each additional five-year extension of the Term commencing immediately upon the expiration of the preceding additional period of the Term. All of the terms and conditions of this Lease shall be in effect during the Term and any extension of the Term.

B. **Renewal.** The Term shall automatically extend for the next additional five-year period provided: (1) Tenant is not in default of any material obligations under this Lease beyond any applicable cure periods; (2) Tenant has not delivered, prior to the expiration of the current Term, written notice to Landlord of Tenant's intent not to have the Term extend beyond the expiration of the period of the Term then in effect; or (3) a Party has not provided a notice of termination pursuant to Section 18 for the purpose of terminating this Lease earlier than the expiration of the Term then in effect.

C. **Hold Over.** If Tenant remains in possession of the Premises or any part thereof after the expiration or earlier termination of the Term without the written consent Landlord, such possession shall be a tenancy at sufferance, for which Tenant shall pay to Landlord an amount equal to 1.25 times the amount of the Monthly Base Rental and Secondary Rental (as those terms are defined below) in effect immediately prior to the expiration of the Term plus all other charges payable hereunder, and upon all the provisions, terms and conditions of this Lease applicable to such a tenancy at sufferance.

7. **Rent.**

A. **Monthly Base Rental.** Tenant shall pay to Landlord a monthly base rental of \$1,120.00 (the "Monthly Base Rental"), which shall be due and payable by the first day of each month during the Term.

B. **Secondary Rental.** If any Additional Provider is co-locating on the Premises or the Tenant Facility, or a part thereof, then, in addition to the Monthly Base Rental, Tenant shall also pay to Landlord additional rental of \$263.00 per month for each Additional Provider (the "Secondary Rental"), which shall be due and payable by the first day of each month during the Term that such Additional Provider is co-locating on the Premises or the Tenant Facility, or any part thereof.

C. **Rental Increases.** At the commencement of each five-year extension of the Term, the rate of both the Monthly Base Rental and the Secondary Rental shall be increased by 12% over the rate previously in effect.

D. Additional Payment. In addition to the rentals provided for in Sections 7A and 7B above, Tenant shall pay to Landlord any transaction privilege, sales, excise, rental and other taxes (except income taxes) imposed now or hereinafter imposed by any governmental authority upon the rentals and all other amounts to be paid by Tenant pursuant to this Lease.

E. Payments Made. All rents and/or additional payments shall be payable to Landlord at: **City of Chandler, Management Services, Mail Stop 702, P.O. Box 4008, Chandler, AZ 85244-4008, Attention: Accounting Manager**; or to such other persons or at such other places as Landlord may designate in writing. All payments shall be in lawful money of the United States of America.

8. Use of Premises.

A. Permitted Uses.

(1) The Premises shall be used only for the transmission and reception of radio communication signals, including cellular, PCS, broadband and narrowband frequencies from a wireless communication facility constructed and installed on the Premises by Tenant (the "Tenant Facility"), and for no other purpose whatsoever without the prior written consent of Landlord, which consent may be withheld for any reason or no reason in Landlord's sole discretion. The provision or use of network fiber optics communication or a cable system must be given by a licensee approved by the City. This Lease provides no authorization to construct or use any facilities within any public roadway of the City of Chandler.

(2) Tenant shall have the right to both construct and use the Tenant Facility to provide telecommunication services. Tenant may allow an In-lieu Provider to use the Tenant Facility to provide telecommunications services in lieu of Tenant. Tenant may also allow Additional Providers to co-locate on the Tenant Facility. All persons, other than Tenant, providing telecommunications services from the Tenant Facility or co-locating thereon shall do so only as subtenants of Tenant in accordance with the provisions of Section 16 of this Lease. At all times during the Term of this Lease, Telecommunications providers operating from the Premises shall hold a valid Telecommunications license. Such Telecommunication providers shall hold a valid Telecommunications license during any period of time that the provider co-locates upon or otherwise uses the Premises and/or the Tenant Facility, or any part thereof, for telecommunications services.

(3) The Premises shall be used only for lawful purposes, and only in accordance with all applicable building, fire, zoning and other local codes, including without limitation the applicable provisions of Chapter 46 and of Section 35-2209 of Chapter 35 of the City Code (the "Zoning Section").

(4) Tenant and any subtenant shall observe such reasonable rules and regulations as may be adopted and made available to Tenant by Landlord from time to time for the safety, care and cleanliness of the Premises or the Training Center and for preservation of good order therein.

(5) Tenant warrants that all telecommunication services or telecommunication business conducted on the Premises or provided from the Tenant Facility shall be so conducted or provided in strict compliance with all applicable federal, state and local environmental, safety and other pertinent laws, rules, regulations and ordinances.

B. No Interference.

(1) The Tenant Facility shall be operated at all times in a manner that will not cause interference with the City of Chandler's public safety communication system or with Landlord's operations, facilities or equipment, including without limitation, emergency vehicle communication equipment, whether located on the Training Center or elsewhere, and that will not cause interference to the facilities of other persons using the Training Center whose installations predate that of the Tenant Facility. All operations by Tenant or a subtenant shall be in compliance with all Federal Communications Commission requirements. At least every other year, Tenant shall examine the Tenant Facility to determine whether or not any frequency drift has occurred that could interfere with the operations of Fire or any other municipal department of the City of Chandler.

(2) Subsequent to the installation of the Tenant Facility, Landlord shall not install or allow others to install telecommunications equipment on the Training Center, if such equipment is likely to cause interference with the Tenant Facility operations.

(3) Any interference described in Sections 8(B)(1) or 8(B)(2) above shall be deemed a material breach by the Party causing the interference. In the event interference occurs, the Party causing the interference shall take all reasonable steps necessary to eliminate such interference, in a reasonable time period.

(4) Tenant shall continuously and without interruptions operate the Tenant Facility so that it is not deemed abandoned pursuant to the Zoning Section.

C. Landlord Cooperation. Landlord agrees to cooperate with Tenant, at Tenant's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Tenant's intended use of the Premises. However, nothing herein shall be deemed to constitute a contractual obligation of Landlord, as a municipality, to issue a required license or permit where the officer, agent or employee of Landlord responsible for the issuance of such license or permit deems the issuance of such a permit to be inappropriate. This Lease is not intended to supersede, modify or waive any requirements in the City Code intended to regulate the construction and operation of telecommunications services or the location and development of wireless communication facilities, including, but not limited to Chapter 46 and to the Zoning Section, except that this Lease shall apply to use of the Premises in lieu of an encroachment permit issued under Chapter 46, to the extent an encroachment permit is applicable.

D. Tests and Construction. At any time following the full execution of this Lease, Tenant may enter upon the Training Center for the purpose of making appropriate engineering

and boundary surveys, inspections, soil test borings, other reasonably necessary tests and for construction of improvements on the Premises. In entering upon the Training Center for such purposes, Tenant shall indemnify and hold Landlord harmless against liability, loss, cost, damage or expense which may arise out of any personal injury or property damage resulting from entry upon the Training Center, except to the extent such personal injury or property damage is caused by or contributed to by the conduct of Landlord or Landlord's agents, servants, employees or independent contractors.

E. Absence of Warranties. Tenant has leased the Premises after a full and complete inspection thereof, as well as the title thereto and knowledge of its present uses and non-uses. Tenant accepts the same in the condition or state in which they now exist without any representation or warranty, express or implied in fact or law, by Landlord and without recourse to Landlord, as to the title thereto, the nature, condition, or usability thereof or the use or uses to which the Premises or any part thereof may be put. Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Premises or to provide any off-Premises improvements, such as utilities or paving, or other forms of access to the Premises, other than what may already exist on the Effective Date or what is expressly provided in this Lease. Tenant assumes the full and sole responsibility for the condition, construction, operation, repair, demolition, replacement, maintenance, and management of the Premises.

F. Hazardous Materials. Tenant agrees that Tenant, its subtenants, and its and their contractors, subcontractors and agents, will not use, generate, store, transport or dispose of any Hazardous Materials on, under, about or within the Premises or the Training Center in violation of any applicable law or regulation. Landlord represents, warrants and agrees (i) that neither Landlord nor, to Landlord's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of any Hazardous Materials on, under, about or within the Premises or the Training Center in violation of any law or regulation, and (ii) that Landlord has not and will not permit any third party, to use, generate, store, transport or dispose of any Hazardous Materials on, under, about or within the Training Center in violation of any applicable law or regulation. Landlord and Tenant each agree to defend, indemnify and hold harmless the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from any breach of any representation, warranty or agreement contained in this Section 8(F). As used in this Section 8(F), "Hazardous Materials" shall mean any substance or material which has been determined by any state, federal or local government authority to be capable of posing a risk of injury to health, safety or property, including all of those materials and substances designated as hazardous or toxic by the municipality in which the Premises is located, the U.S. Environmental Protection Agency, the Consumer Product Safety Commission, the U.S. Food and Drug Administration, the Arizona Department of Environmental Quality or any other governmental agency now or hereafter authorized to regulate materials and substances in the environment.

9. **The Tenant Facility Improvements.**

A. Components of the Tenant Facility. The Tenant Facility shall consist of a single, monopole support structure and foundation; at least one antenna; one or more equipment shelters,

as needed; related utility lines, transmission lines or cables both on the Premises or running across the Common Access Area from the Premises to the public right-of-way. The Tenant Facility may also include various items of personal property and equipment needed to provide telecommunications services from the Premises.

B. Construction of the Tenant Facility and Improvements. Tenant shall begin construction and installation of the Tenant Facility within 180 days after the Effective Date. Tenant shall also construct perimeter fencing around the Premises before the Tenant Facility is used. Construction and installation of the Tenant Facility, the perimeter fencing and any other improvements on the Premises shall be done only in accordance with plans and specifications approved in writing by Fire and only upon all permits or licenses authorizing the construction having been issued.

C. Construction Plans.

(1) Tenant shall submit plans and specifications required in Section 9(B) to Fire for its review and approval. Such approval is separate from, but may be obtained concurrent with, any development approvals (zoning, building permits, special use permits, etc.) required and issued by or through the Chandler Transportation and Development Department ("T&D"). No improvement, construction, installation or alteration of the Tenant Facility shall be commenced until the plans and specifications for such work have been approved by Fire and all necessary development approvals have been properly issued through T&D. All of Tenant's construction and installation work shall be performed at Tenant's sole cost and expense and in a good and workmanlike manner and promptly completed.

(2) The construction plans and specifications shall include fully dimensioned site plans that are drawn to scale and show, as applicable, (a) the proposed location of any support structure, antenna, equipment shelter, driveway and parking areas, (b) the proposed location of any related utility or other lines to be installed within the Common Access Area, (c) any proposed changes in the landscaping of the Training Center, (d) the proposed type and height of fencing, if any, (e) the proposed type of construction material for all structures, including fencing, and (f) any other details requested by Fire or required to obtain development approvals through T&D.

D. Title to the Tenant Facility. Title to the Tenant Facility shall remain with Tenant, and all of the components of the Tenant Facility shall remain Tenant's personal property or equipment and not fixtures or improvements attached to the land. Tenant shall remove all of the Tenant Facility at its sole expense on or before the expiration or earlier termination of the Lease, shall repair any damage to the Premises or the Training Center caused by such removal, and shall restore the Premises and, where applicable, the Common Access Area to the condition in which it existed at the Execution Date, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Tenant shall not be required to remove any foundation more than one (1) foot below grade level.

E. Alteration or Additional Improvements. Tenant shall make no alterations or additional improvements to or upon the Premises beyond those described in the plans and specifications approved by Fire without first obtaining written approval of Landlord, which consent will not be unreasonably withheld, conditioned, or delayed. Nothing herein shall prevent Tenant from maintaining the Tenant Facility or from replacing equipment due to wear and tear or technological advancements provided that such accommodations comply with requirements of the City Code and the City's development standards.

F. Maintenance and Repair. Tenants shall take good care of the Premises, keep the Tenant Facility and other improvements on the Premises in good repair, and shall maintain and keep the Premises good condition, including landscaping within and around the perimeter fencing, in neat and clean condition in accordance with City of Chandler standards and this Lease, whichever is more stringent. Tenant shall also keep the Premises free and clear of any and all mechanics' liens or other similar liens or charges incidental to work done or materials supplied in or about the Premises, except claims arising from the acts of Landlord.

10. Utilities. During the Term of this Lease, Tenant shall be responsible for paying all charges for all utility service furnished to the Premises. The Parties acknowledge that no utility services will be furnished to the Premises on a consolidated, joint or shared basis.

11. Lease Surety Bond. At or before the Effective Date, Tenant shall file with Landlord a good and sufficient surety bond in accordance with the requirements of Arizona law. The form and terms of the surety bond and the identity of the surety shall be subject to approval of the Chandler City Attorney and the surety shall guaranty the full performance of Tenant's obligations arising upon expiration or termination of this Lease as stated in Section 19. Any acceptable surety instrument having an expiration date earlier than the full lease term shall be automatically renewable. Any company issuing such a surety instrument must give Landlord at least thirty (30) days advance written notice prior to the effective date of cancellation or expiration of such surety instrument. The amount of the surety bond shall be \$15,000.00, which is based upon the estimated cost of removing Tenant's Facility and the storing or disposing thereof as determined by Fire.

12. Insurance; Indemnity.

A. Insurance.

(1) Tenant, at Tenant's expense, shall obtain and keep in force during the Term of this Lease a policy of general liability insurance written on an occurrence basis insuring against bodily injury, death and property damage occurring in, on, or about the Premises, the Common Access Area and all areas appurtenant thereto. Such insurance shall be primary and not contributing to any insurance maintained by Landlord, and shall have a combined single limit of liability of at least \$2,000,000 and shall name Landlord as an additional insured. The limits of said insurance shall not, however, limit the liability of Tenant hereunder. Said insurance shall contain a contractual liability endorsement covering all indemnification obligations of Tenant

hereunder. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain the same, but at the expense of Tenant.

(2) Tenant, at Tenant's expense, shall obtain and keep in force during the Term of this Lease a policy or policies of insurance covering loss or damage to the Tenant Facility and any other personal property, fixtures, equipment and improvements located on the Premises from time to time, in the amount of full replacement value thereof, providing protection from all perils included within the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils (special form). Landlord shall be named a loss payee on such insurance policy.

B. Insurance Policies. Insurance required hereunder shall be in companies rated "B++6" or better by A.M. Best Co., in Best's Key guide, and legally authorized to do business in the State of Arizona. Prior to entering the Premises for constructing the Tenant Facility, Tenant shall deliver to Landlord copies of the policies of liability and casualty insurance required above or certificates evidencing the existence and amounts of such insurance, and evidence indicating that Landlord has been named an additional insured or loss payee. Tenant shall furnish Landlord with renewals or "binders" thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant upon demand. Tenant shall not do or permit to be done anything which shall invalidate the insurance policies referred to in this Lease.

C. Waiver of Subrogation. Landlord and Tenant release each other and their respective principals, officers, employees, representatives and agents, from any claims for damage to any person or to the Premises or to Tenant Facilities thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Landlord and Tenant shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Landlord nor Tenant shall be liable to the other for any damage caused by fire or any risks insured against under any insurance policy required by under this Section 12.

D. No Recourse. Tenant agrees that it shall have no recourse whatsoever against Landlord or its officials, boards, commissions, agents, or employees for any loss, costs, expense, or damage arising out of Landlord's enforcement of any of the provisions of this Lease, unless such enforcement was wrongful, malicious, or made with the intent to harm Tenant or deprive Tenant of its rights hereunder. Tenant further waives any and all claims, demands, causes of action and rights it may assert against Landlord on account of any loss, damage, or injury to any of the Tenant Facility or any loss or degradation of the function of the Tenant Facility as a result of or caused by reason of a strike, labor troubles, acts of God, war, civil disturbance, power outage, a lighting strike or any other cause that was not reasonably foreseeable by Landlord and beyond Landlord's reasonable control.

E. Limitation of Liability. In no event shall either party be liable to the other for consequential, indirect, speculative or punitive damages in connection with or arising from this Lease.

F. Indemnity.

(1) Tenant does hereby covenant and agree to indemnify and save harmless Landlord from any and all fines, suits, claims, demands, actions and/or causes of actions of any kind and nature for personal injury or death or property damage arising out of or resulting from any activity or operation of Tenant or subtenant on the Premises or in connection with Tenant's or subtenant's use of the Premises; provided, however, that Tenant shall not be liable for any injury, damage or loss occasioned by the gross negligence or willful misconduct of Landlord, its agents or employees. Landlord shall give to Tenant prompt and timely notice of any claim made or suits instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect Tenant and Tenant shall have the right to compromise and defend the same to the extent of its own interest.

(2) Tenant hereby assumes all risk of, and waives all claim against Landlord for any loss, injury, death or damage to Tenant or Tenant's property, or to other persons or property sustained while in, on or about the Premises, except where such loss, injury, death or damage is the result of the gross negligence or willful misconduct of Landlord, its agents and employees.

13. Destruction or Condemnation. If the Premises or the Tenant Facility are damaged, destroyed, condemned or transferred in lieu of condemnation, Tenant may elect to terminate this Lease as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving written notice to Landlord within thirty (30) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Tenant chooses not to terminate this Lease, rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

14. Taxes. If personal property taxes are assessed, Tenant shall pay any portion of such taxes directly attributable to the Tenant Facility. Landlord shall pay all real property taxes, assessments and deferred taxes, if any, on the Premises.

15. Common Access Area Use.

A. Rules and Regulations. Landlord shall have the sole and exclusive control of the Common Access Area and shall have the right to establish and from time to time change, alter and amend such reasonable rules and regulations as may be deemed necessary or desirable for the proper and efficient operation and maintenance of the Common Access Area and the Training Center; provided that Landlord will not change any rules that will have a material effect on the Premises or Tenant's permitted use hereunder without Tenant's written consent. Tenant agrees to conform to and abide by all such rules and regulations in its use of the Common Access Area.

B. Maintenance Obligations. If Tenant causes the installation, repair or subsequent removal of any underground lines or other facilities or improvements within the Common Access Area, Tenant shall fully restore any landscaping and existing improvements in the Common Access

Area to the condition existing immediately prior to the installation, repair or removal. Tenant shall not otherwise be required to repair or maintain the Common Access Area unless such repair or maintenance is necessitated by reason of the default or neglect of Tenant, a subtenant, or its and their employees, agents, subcontractors, lenders, invitees and guests. Landlord, at Landlord's sole expense, shall be responsible for the maintenance and repair of the Common Access Area necessary to assure access to the Premises from the public right-of-way abutting the Training Facility, except for damage caused by use of the Common Access Area by Tenant, a subtenant, or its and their employees, agents, subcontractors, lenders, invitees and guests, reasonable wear and tear excepted.

16. **Assignment or Sublease.**

A. **Co-Location.** Except as provided in Section 16(B), Tenant may not assign, sublet or otherwise transfer all or any part of Tenant's interest in this Lease, in the Premises or in the Tenant Facility without the prior written consent of Landlord, which consent will not be unreasonably withheld, conditioned, or delayed.

B. **Third Party Providers.** Tenant may allow an In-lieu Provider to use the Tenant Facility and allow Additional Providers to co-locate upon the Tenant Facility provided that each such telecommunications services provider is a subtenant and Tenant and each such subtenant complies with all of the applicable terms and conditions of this Lease. The sublease of the Premises, the Tenant Facility, or any part thereof, shall not relieve Tenant of any obligations, responsibilities or liabilities Tenant may have under this Lease.

C. **Sublease Requirements.** All of the following requirements must be met prior to any sublease for collocation purposes:

(1) All subleases shall (a) be in writing, (b) identify the In-lieu Provider or Additional Provider as the subtenant, and (c) require the subtenant to comply with all of the terms and conditions of this Lease to the same extent as Tenant must comply.

(2) Tenant and subtenant shall, at their own expense, obtain all necessary zoning, land use or similar approvals for the collocation on the Premises.

(3) Tenant shall furnish Fire and T&D with a set of the plans and specifications for any alteration of the Tenant Facility or the Premises required for subtenant to collocate on the Tenant Facility, including, but not limited to, any additional antennae, power source or related equipment and improvements. Prior to the commencement of any construction or installation of any such alteration, Fire shall have determined that the alterations are acceptable and T&D shall have reviewed the plans and specifications and determined what additional permits and zoning requirements, if any, are applicable.

(4) Each subtenant shall have and maintain a Telecommunication license during the entire period of the sublease.

17. **Default.**

A. **Default by Tenant.** The occurrence of any one of the following events shall be considered a material default and breach of this Lease by Tenant (each, an "Event of Default"):

(1) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder within ten (10) days after written notice thereof from Landlord.

(2) The failure by Tenant to observe or perform any of covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in Section 17(A)(1), where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default herein reasonably requires more than thirty (30) days to cure, then Tenant shall not be in default if Tenant commences performance within such 30-day period and thereafter diligently prosecutes the same to completion. If the default is the result of a lapse or cancellation of any policy of insurance required herein, in whole or in part for the benefit of Landlord, no cure of such default can be accomplished unless a new or renewed policy is issued which specifically provides the required coverage to Landlord for any liability arising during the lapsed or previously uncovered period.

(3) (a) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; (b) the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); (c) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Agreement, where possession is not restored to Tenant within thirty (30) days; or (d) the attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

(4) The vacating or abandonment of the Premises by Tenant for more than ten (10) days, being defined as the removal of the Tenant Facility from the Premises.

B. **Default by Landlord.** Landlord shall not be deemed in default unless Landlord fails to perform obligations required of Landlord under this Lease within a reasonable time, but in no event later than thirty (30) days after Landlord's receipt of written notice of default from Tenant; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.

18. **Notice and Termination.** This Lease may be terminated under the following circumstances:

A. Termination by Landlord for Cause. Upon the occurrence of one or more of the events listed in Section 17(A), Landlord at any time after the applicable cure period, but not after such default is cured, may give written notice of termination (the "Termination for Cause Notice") to Tenant specifying such Event(s) of Default and stating that this Lease and the Term thereby demised shall terminate on the date specified in such notice, which shall be at least twenty (20) days after the giving of the Termination for Cause Notice, and upon the date specified in the Termination for Cause Notice, subject to the Event of Default having been cured or remedied on or prior to the date set forth in the Termination for Cause Notice, this Lease and Term thereby demised and all rights of Tenant under this Lease shall terminate as though such date were the date set forth herein for the expiration of the Term.

B. Tenant Liability Continues. Any termination of this Lease by Landlord pursuant to Section 18(A) shall not relieve Tenant of its liability and obligations under this Lease, and such liability and obligations shall survive the expiration or termination of this Lease. Landlord shall retain the right to pursue any other or additional remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Arizona, including, without limitation, the imposition of a landlord's lien against any personal property located upon the Premises. The remedies are deemed cumulative and not exclusive.

C. Termination by Tenant. Tenant may terminate this Lease either for cause arising as a result of Landlord's default under Section 17(B) or for no cause, provided Tenant delivers written notice of early termination to Landlord no later than thirty (30) days prior to the proposed Termination Date and provided further that Tenant removes the Tenant Facility and all of its equipment and other personal property and fully restores the Premises as required in Section 19 herein. In the event of a default by Landlord under Section 17(B), Tenant shall retain the right to pursue any other or additional remedy now or hereafter available to Tenant under the laws or judicial decisions of the State of Arizona.

D. Notice of Non-Renewal. If Tenant opts not to have the current Term of this Lease extend for an additional term as provided under Section 6(A), then at least thirty (30) days prior to the expiration of the current Term, Tenant shall notify Landlord, in writing, of Tenant's intention not to renew this Lease beyond its current Term.

19. Surrender. Upon the expiration of the Term of this Lease or upon the earlier termination thereof pursuant to Section 18, Tenant shall peaceably and quietly leave, surrender, and yield up to Landlord all of the Premises clean and free of occupants, and shall repair all damage to the Premises caused by or resulting from the removal of any of Tenant's property, including without limitation, any component of the Tenant Facility, normal wear and tear excepted. Any property of Tenant or any subtenant which shall remain on the Premises after the expiration of the Term hereof or sooner termination thereof shall be deemed to have been abandoned, and may either be retained by Landlord as its property or disposed of in such manner as Landlord may see fit. If such property or any part thereof shall be sold, Landlord shall receive and retain the proceeds of such sale. Tenant shall be liable to Landlord for any and all costs of removal and the repair of any and damages caused thereby in excess of any proceeds received by Landlord from any sale of Tenant's property pursuant to this provision.

20. **Quiet Enjoyment.** Landlord covenants and agrees with Tenant that upon Tenant paying the rent and observing and performing all the terms, covenants and conditions on Tenant's part to be observed and performed, Tenant may peacefully and quietly enjoy the Premises.

21. **Notices.** Any notice, request, demand, statement, or consent herein required or permitted to be given by either party to the other hereunder, shall be in writing signed by or on behalf of the party giving the notice and addressed to the other at the address as set forth below:

Landlord City of Chandler
P. O. Box 4008, MS 403
Chandler, Arizona 85244-4008
Attn: Margaret Coulter

With copy to: City of Chandler
City Attorney's Office
P.O. Box 4008, MS 602
Chandler, AZ 85244-4008

Tenant Crown Atlantic Company LLC
c/o Crown Castle USA Inc.
E. Blake Hawk, General Counsel
Attn: Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

With copy to: Crown Atlantic Company LLC
c/o Property Manager (804353)
5350 N. 48th St., Suite 305
Chandler, AZ 85226

Each party may by notice in writing change its address for the purpose of this Lease, which address shall thereafter be used in place of the former address. Each notice, demand, request, or communication which shall be mailed to any of the aforesaid shall be deemed sufficiently given, served, or sent for all purposes hereunder (i) two business days after it shall be mailed by United States registered or certified mail, postage prepaid and return receipt requested, in any post office or branch post office regularly maintained by the United States Postal Service, (ii) upon personal delivery, or (iii) one business day after deposit with any recognized commercial air courier or express service. Any communication made by e-mail or similar method shall not constitute notice pursuant to this Lease.

21. **Miscellaneous.**

A. **Entire Agreement.** This Lease constitutes the entire agreement and understanding between the Parties, and supersedes all offers, negotiations and other agreements concerning the

subject matter contained herein. Any amendments to this Lease must be in writing and executed by both parties.

B. Severability. If any provision of this Lease is invalid or unenforceable with respect to any Party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

C. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties.

D. Governing Law. This Lease shall be governed by the laws of the State of Arizona.

E. Memorandum of Agreement. Landlord acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit "D" will be recorded by Tenant in the official records of the Maricopa County. In the event the Premises is encumbered by a mortgage or deed of trust, Landlord agrees to obtain and furnish to Tenant a non-disturbance and attornment instrument for each such mortgage or deed of trust.

F. Title Insurance. Tenant may obtain title insurance on its interest in the Premises. Landlord shall cooperate by executing documentation reasonably required.

G. No Unreasonable Delay or Denial. Unless otherwise indicated, in any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Lease, such party shall not unreasonably delay or withhold its approval or consent.

H. Exhibits. All Exhibits attached referred to and attached to this Lease are incorporated herein by reference.

I. Counterparts. This Lease may be executed in duplicate counterparts, each of which shall be deemed an original.

J. Time of Essence. Time is of the essence as to the terms and conditions of this Lease.

K. Impartial Interpretation. This Lease is the result of negotiations between the Parties and the language contained in this Lease shall be construed as a whole according to its fair meaning and not strictly for or against either Landlord or Tenant.

L. Authority to Execute. Any individual executing this Lease on behalf of or as representative for a corporation or other person, partnership or entity, represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of such party, and this Lease is binding upon such party in accordance with its terms.

M. Cancellation of Lease. Pursuant to A.R.S. Sec. 38-511, Landlord may, within three (3) years after its execution, cancel this Lease if any person significantly involved in initiating, negotiating, securing, drafting or creating this Lease on behalf of Landlord is, at any time while this Lease is in effect, an employee or agent of Tenant or a consultant to Tenant with respect to the subject matter of this Lease.

N. Modification and Waiver. No supplement, modification or amendment of any provision, term or condition of this Agreement shall be deemed binding or effective unless in writing and signed by the Parties. No waiver of any of the provisions of this Agreement shall be binding unless executed in writing by the Party making the waiver.

O. No Waiver. Any waiver by any of the Parties of any breach of this Lease or of any right of any Party shall not constitute a waiver of any other breach or of any other right.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

<p>LANDLORD:</p> <p>CITY OF CHANDLER, an Arizona municipal corporation</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Its: _____</p>	<p>TENANT:</p> <p>CROWN ATLANTIC COMPANY LLC, a Delaware limited liability company</p> <p>By:  _____</p> <p>Print Name: <u>Tracy Van Swol</u></p> <p>Its: <u>Real Estate Transaction Manager</u></p>
<p>APPROVED AS TO FORM:</p> <p>_____ Chandler City Attorney <i>LAB</i></p>	

EXHIBIT A

(Descriptions of Premises and Easements)

LEASED PREMISES.

A portion of Section 18, Township 2 South, Range 5 East of the Gila and Salt River Meridian located in the City of Chandler, County of Maricopa, State of Arizona and also being a portion of the property conveyed to The City of Chandler from Intel Corporation by Special Grant Deed of Dedication recorded August 26, 1997 in Instrument No. 97-0585458 and being more particularly described as follows:

COMMENCING at a found Capped Pin #32222 at the Southwest corner of the Parent Parcel, said capped pin bears North 01 degrees 00 minutes 13 seconds East, a distance of 34.00 feet from a found capped pin #32222 on the Southerly prolongation of the West line of the Parent Parcel and also bears South 01 degrees 00 minutes 13 seconds West, a distance of 390.05 feet from a found capped pin #32222 at the Northwest corner of the Parent Parcel;

THENCE running along the West line of the Parent Parcel, North 01 degrees 00 minutes 13 seconds East, a distance of 390.05 feet to the Northwest corner of the Parent Parcel and also being the POINT OF BEGINNING of the 30.00 feet by 65.00 feet Lease Area;

THENCE running along the North line of the Parent Parcel, South 89 degrees 54 minutes 53 seconds East, a distance of 30.00 feet;

THENCE leaving said North line of the Parent Parcel, South 00 degrees 05 minutes 07 seconds West, a distance of 65.00 feet;

THENCE North 89 degrees 54 minutes 53 seconds West, a distance of 30.00 feet;

THENCE North 00 degrees 05 minutes 07 seconds East, a distance of 65.00 feet to the Northwest corner of the Parent Parcel and the POINT OF BEGINNING of the 30.00 feet by 65.00 feet Lease Area containing 1,950 square feet (0.0447 acre) of land more or less.

ACCESS EASEMENT.

A portion of Section 18, Township 2 South, Range 5 East of the Gila and Salt River Meridian located in the City of Chandler, County of Maricopa, State of Arizona and also being a portion of the property conveyed to The City of Chandler from Intel Corporation by Special Grant Deed of Dedication recorded August 26, 1997 in Instrument No. 97-0585458 (APN 303-37-004 M) and also in Special Grant Deed of Dedication recorded October 27, 1995 in Instrument No. 95-0659461 (APN 303-37-004 K) and being more particularly described as follows:

COMMENCING at a found Capped Pin #32222 at the Southwest corner of the Parent Parcel, said capped pin bears North 01 degrees 00 minutes 13 seconds East, a distance of 34.00 feet from a found capped pin #32222 on the Southerly prolongation of the West line of the Parent Parcel

and also bears South 01 degrees 00 minutes 13 seconds West, a distance of 390.05 feet from a found capped pin #32222 at the Northwest corner of the Parent Parcel;

THENCE running along the South line of the Parent Parcel, South 89 degrees 54 minutes 53 seconds East, a distance of 545.50 feet to the POINT OF BEGINNING of the 12.00 feet wide Non-Exclusive Access Easement being 6.00 feet on each side of the following described center line;

THENCE leaving said South line of the Parent Parcel, North 00 degrees 05 minutes 08 seconds East, a distance of 299.71 feet;

THENCE North 89 degrees 57 minutes 39 seconds West, a distance of 503.25 feet;

THENCE North 00 degrees 05 minutes 07 seconds East, a distance of 90.69 feet to a point on the North line of the Parent Parcel and being the NORTH TERMINUS of the 12.00 feet wide Non-Exclusive Access Easement containing 10,724 square feet (0.2461 acre) of land more or less, the sidelines of said easement to be lengthened or shortened to terminate in the North line of the Parent Parcel and begin in the South line of the Parent Parcel.

UTILITY EASEMENT

A portion of Section 18, Township 2 South, Range 5 East of the Gila and Salt River Meridian located in the City of Chandler, County of Maricopa, State of Arizona and also being a portion of the property conveyed to The City of Chandler from Intel Corporation by Special Grant Deed of Dedication recorded August 26, 1997 in Instrument No. 97-0585458 and being more particularly described as follows:

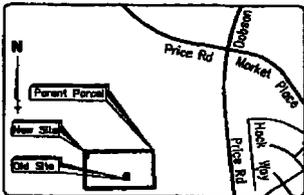
COMMENCING at a found Capped Pin #32222 at the Southwest corner of the Parent Parcel, said capped pin bears North 01 degrees 00 minutes 13 seconds East, a distance of 34.00 feet from a found capped pin #32222 on the Southerly prolongation of the West line of the Parent Parcel and also bears South 01 degrees 00 minutes 13 seconds West, a distance of 390.05 feet from a found capped pin #32222 at the Northwest corner of the Parent Parcel;

THENCE running along the West line of the Parent Parcel, North 01 degrees 00 minutes 13 seconds East, a distance of 390.05 feet to the Northwest corner of the Parent Parcel;

THENCE running along the North line of the Parent Parcel, South 89 degrees 54 minutes 53 seconds East, a distance of 30.00 feet;

THENCE leaving said North line of the Parent Parcel and running along the East line of the Lease Area, South 00 degrees 05 minutes 07 seconds West, a distance of 2.50 feet to the POINT OF BEGINNING of the 5.00 feet wide Utility Easement being 2.50 feet on each side of the following described center line;

THENCE leaving said East line of the Lease Area, South 89 degrees 54 minutes 53 seconds East, a distance of 230.00 feet to the EAST TERMINUS of the 5.00 feet wide Utility Easement containing 1,150 square feet (0.0264 acre) of land more or less, the sidelines of said easement to be lengthened or shortened to terminate in a line perpendicular to the East Terminus and begin in the East line of the Lease Area.



VICINITY MAP
NOT TO SCALE

AREA SUMMARIES		
Area	Square Feet	Acres
Parent Parcel	295,795	6.7905
Lease Area	1,950	0.0447
Access Easement	10,724	0.2461
Utility Easement	1,150	0.0264

UNDERGROUND UTILITIES
TWO WORKING DAYS
BEFORE YOU DIG
CALL 1-800-782-5348 (TOLL FREE)
ARIZONA BLUE STAKE, INC.
NON-MEMBERS
MUST BE CALLED DIRECTLY

OWNER INFORMATION

City of Chandler
P.O. Box 4008, Mail Stop 801
Chandler, Az 85224

PROPERTY INFORMATION

3550 South Dobson Road
Chandler, Arizona 85248
APN 303-37-004 K
Deed - Document 95-0659461, recorded 10/27/1995
APN 303-37-004 M
Deed - Document 970585458, recorded 08/28/1997

SYMBOL LEGEND

- ⊕ - Centerline
- R.O.W. - Right of Way
- P.O.B. - Point of Beginning
- P.O.C. - Point of Commencement
- ▒ - Concrete Area
- Chain Link Fence
- - Monument Found

ZONING

The current zoning classification of the Parent Parcel is "PAD" (Planned Area Development) in the City of Chandler.

FLOOD INFORMATION

By graphic platting only, this property is in Zone "X" of the Flood Insurance Rate Map, Community Panel No. 04013C 2645 F, with an effective date of September 30, 2005, and is NOT in a Special Flood Hazard Area.

AS-BUILT SURVEY
Portion of the Southwest Quarter of Section 18,
Township 2 South, Range 5 East

FOR: CROWN CASTLE
SITE: Dobson & Price
BUN: 0043553
ADDRESS: 3550 South Dobson Road
Chandler, Az 85248
Maricopa County

CROWN CASTLE
2800 TORINGDON WAY, SUITE 300, CHARLOTTE, NC 28277
NATIONAL SURVEY SERVICES CORPORATION BY:

GEOLINE SURVEYING, INC.
13430 NW 19th Terrace, Suite A, Alachua, FL
Office: (352) 418-0500 Fax: (352) 482-9888
WWW.GEOLINESURVEYING.COM

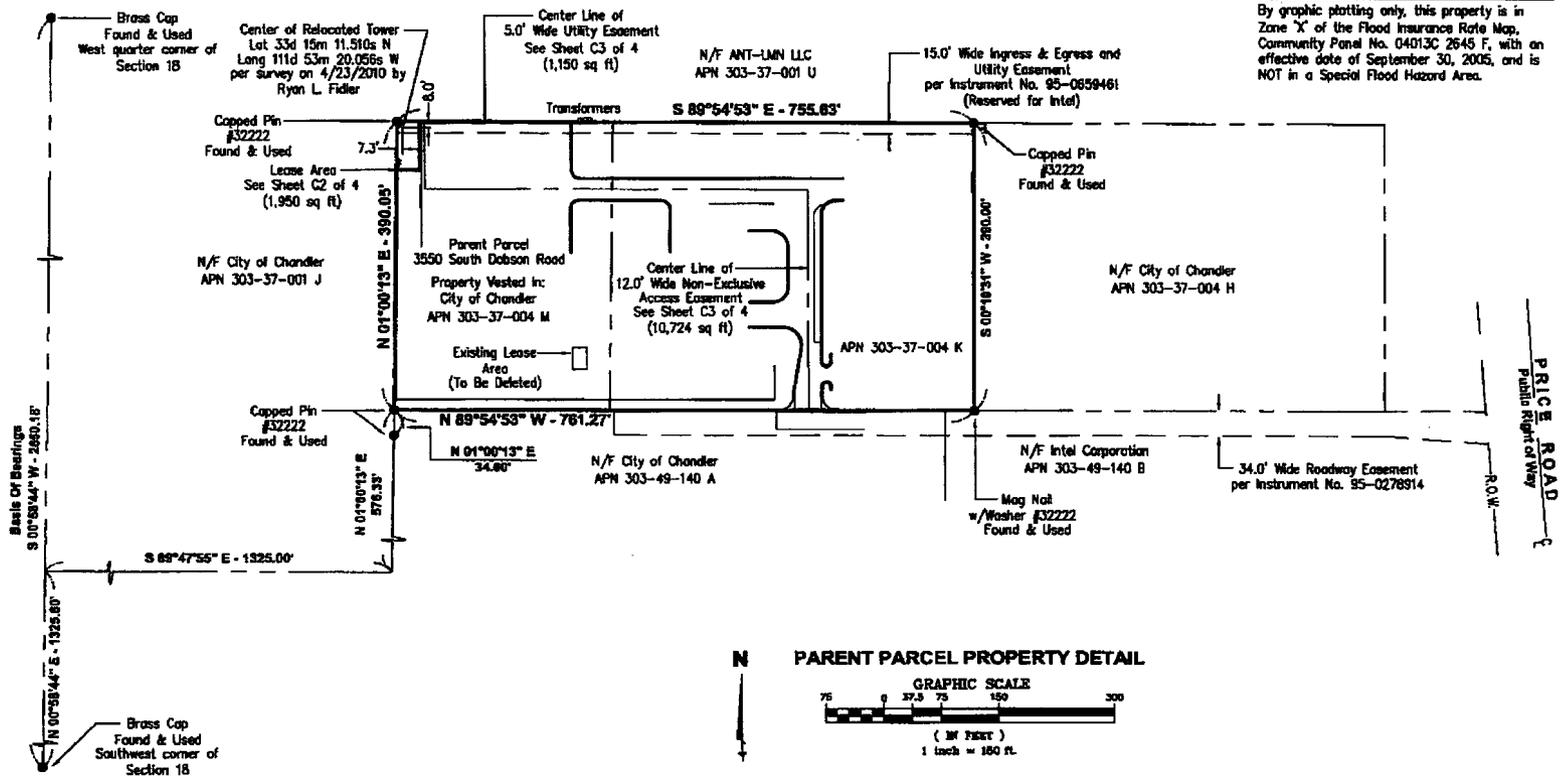
SURVEY WORK PERFORMED BY:
J.V. Surveying
P.L.T.A. - Land Surveying - Topography
15127 W. Cottonwood Street
Surprise, Arizona 85374
Phone: (623) 258-1950 Fax: (623) 556-2318
DRAWN BY: MEV CHECKED BY: JLV JOB #: 2289

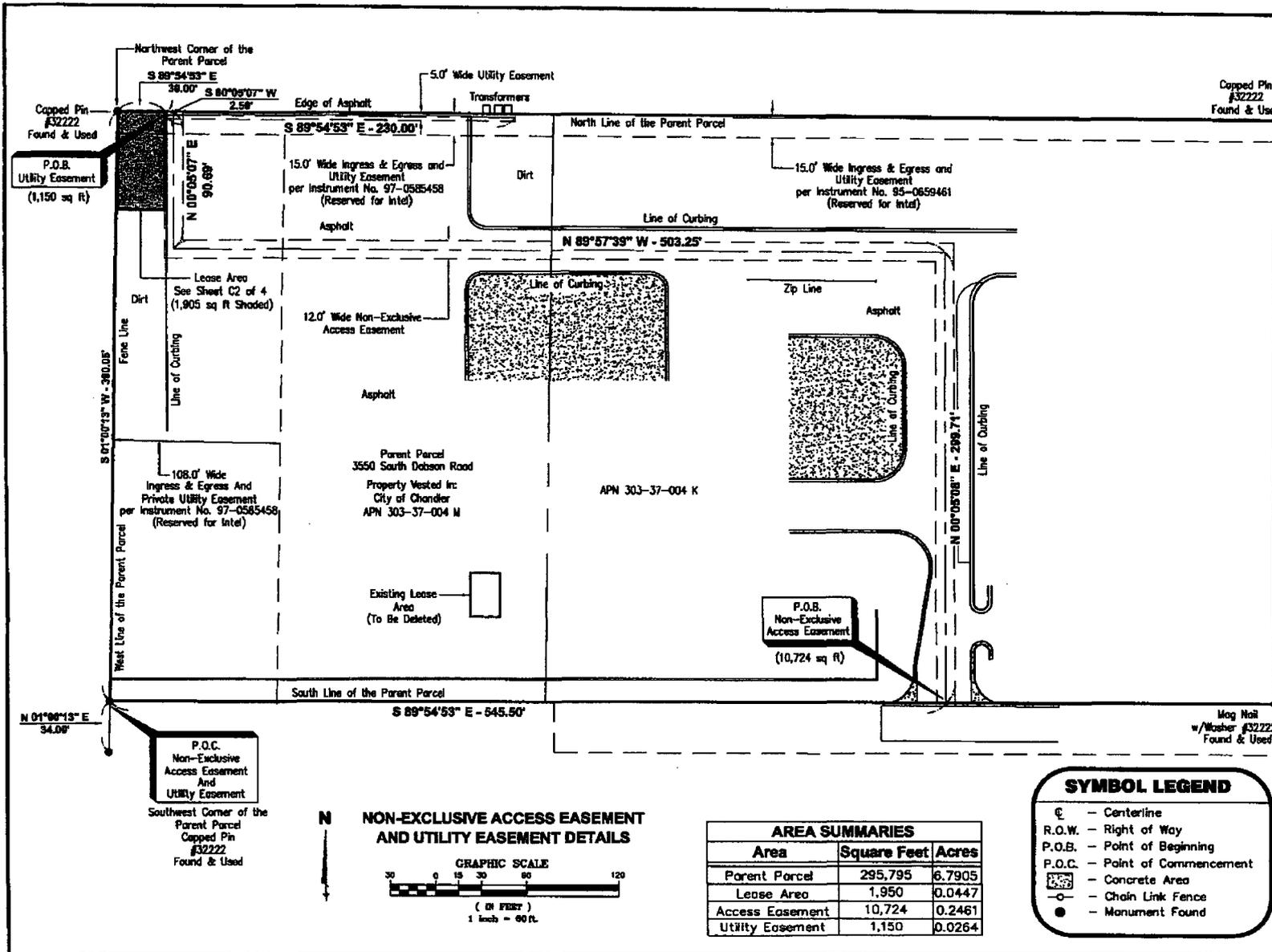
SURVEYOR'S NOTES

- The meridian for all bearings shown hereon is the West line of Section 18, Township 2 South, Range 5 East, known as being North 89 degrees 58 minutes 44 seconds East, per Final Plot of "Intel" in Book 577 at Page 46.
- No subsurface investigation was performed to locate underground utilities. All utilities shown hereon are limited to and are per observed evidence only.
- This survey does NOT represent a Boundary Survey of the Parent Parcel.
- Except as noted, all visible Tower Equipment and Improvements are contained within the described area.

SURVEYOR'S CERTIFICATE
I hereby certify to Crown Castle and Stewart Title Guaranty Co., that this ground survey was made under my supervision.
Joseph L. Vokoder
Joseph L. Vokoder
State of Arizona No. 41114
Date of Survey: February 25, 2011
Revised: March 25, 2011

REGISTERED LAND SURVEYOR
STATE OF ARIZONA
JOSEPH L. VOKODER
DATE: 02/25/2011
ARIZONA, U.S.A.
EXP: 05/30/2013
Sheet C1 of 4





AS-BUILT SURVEY
 Portion of the Southwest Quarter of Section 18,
 Township 2 South, Range 5 East
FOR: CROWN CASTLE

SITE: Dobson & Price
 EUN: 804953
 ADDRESS: 3550 South Dobson Road
 Chandler, Az 85245
 Maricopa County

CROWN CASTLE
 3821 YORKWOOD WAY, SUITE 200, CHARLOTTE, NC 28227
 NATIONAL SURVEY SERVICES CORPORATION #71

G E O L I N E
SURVEYING, INC.
 13430 NW 19th Terrace, Suite A, Atchafalaya, LA
 Office: (504) 418-0209 Fax: (504) 462-8988
 WWW.GEOLINEINC.COM

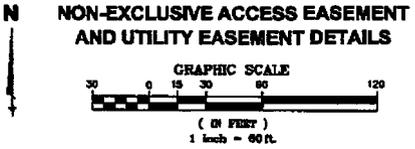
SURVEY WORK PERFORMED BY:
 J.V. Surveying
 ALTA - Boundary - Topography
 19127 N. Cottonwood Street
 Surprise, Arizona 85374
 Phone: (623) 256-1950 Fax: (623) 556-2318
 DRAWN BY: JLV CHECKED BY: JLV JOB #: 2288

SURVEYOR'S NOTES

- The meridian for all bearings shown hereon is the West line of Section 18, Township 2 South, Range 5 East, known as being North 89 degrees 58 minutes 44 seconds East, per Final Plot of "Intel" in Book 577 of Page 46.
- No subsurface investigation was performed to locate underground utilities. All utilities shown hereon are limited to and are per observed evidence only.
- This survey does NOT represent a Boundary Survey of the Parent Parcel.
- Except as noted, all visible Tower Equipment and Improvements are contained within the described area.

SURVEYOR'S CERTIFICATE
 I hereby certify to Crown Castle and Stewart Title Guaranty Co. that this ground survey was made under my supervision.
 Joseph L. Walker
 State of Arizona No. 41114
 Date of Survey: February 25, 2011
 Revised: March 25, 2011

REGISTERED LAND SURVEYOR
 STATE OF ARIZONA
 J. WALKER
 ARIZONA U.S.A.
 EXP: 06/30/2013
 Sheet C3 of 4



AREA SUMMARIES

Area	Square Feet	Acres
Parent Parcel	295,795	6.7905
Lease Area	1,950	0.0447
Access Easement	10,724	0.2461
Utility Easement	1,150	0.0264

SYMBOL LEGEND

- ⊕ - Centerline
- R.O.W. - Right of Way
- P.O.B. - Point of Beginning
- P.O.C. - Point of Commencement
- ▨ - Concrete Area
- - Chain Link Fence
- - Monument Found

PARENT PARCEL LEGAL DESCRIPTION

(Provided by Client)

That portion of Section 18, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the South quarter corner of said Section 18;

THENCE North 00 degrees 10 minutes 31 seconds East, along the North-South mid-section line of said Section 18, a distance of 2299.19 feet to point on the South line of that property described in Recorder's Document No. 89-456088 in the records of Maricopa County hereinafter referred to as the "Orbita" parcel;

THENCE North 89 degrees 54 minutes 53 seconds West, along the South line of said "Orbita" parcel, 535.00 feet to the TRUE POINT OF BEGINNING.

THENCE South 00 degrees 10 minutes 31 seconds West, parallel with the North-South midsection line of said Section 18, a distance of 390.00 feet;

THENCE North 89 degrees 54 minutes 53 seconds West, parallel with the South line of said "Orbita" parcel, 470.62 feet;

THENCE North 00 degrees 10 minutes 31 seconds East, parallel with said North-South midsection line, 390.00 feet to a point on the South line of said "Orbita" parcel;

THENCE South 89 degrees 54 minutes 53 seconds East, along the South line of said "Orbita" parcel 470.62 feet to the TRUE POINT OF BEGINNING.

Subject To: Existing rights-of-way and easements and

RESERVING UNTO GRANTOR an easement for Ingress and Egress and private utilities over the Northerly 15.00 feet of the above described property

Said parcel contains 183,542 square feet or 4.2134 acres, more or less.

AND BEING the same property conveyed to The City of Chandler, an Arizona municipal corporation from Intel Corporation, a Delaware corporation by Special Grant Deed of Dedication dated April 03, 1995 and recorded October 27, 1995 in Instrument No. 95-0659461.

Tax Parcel No. 123-13-776

LEASE AREA DESCRIPTION

(Created by This Office)

A portion of Section 18, Township 2 South, Range 5 East of the Gila and Salt River Meridian located in the City of Chandler, County of Maricopa, State of Arizona and also being a portion of the property conveyed to The City of Chandler from Intel Corporation by Special Grant Deed of Dedication recorded August 26, 1997 in Instrument No. 97-0585458 and being more particularly described as follows:

COMMENCING at a found Capped Pin #32222 at the Southwest corner of the Parent Parcel, said capped pin bears North 01 degrees 00 minutes 13 seconds East, a distance of 34.00 feet from a found capped pin #32222 on the Southerly prolongation of the West line of the Parent Parcel and also bears South 01 degrees 00 minutes 13 seconds West, a distance of 390.05 feet from a found capped pin #32222 at the Northwest corner of the Parent Parcel;

THENCE running along the West line of the Parent Parcel, North 01 degrees 00 minutes 13 seconds East, a distance of 390.05 feet to the Northwest corner of the Parent Parcel and also being the POINT OF BEGINNING of the 30.00 feet by 65.00 feet Lease Area;

THENCE running along the North line of the Parent Parcel, South 89 degrees 54 minutes 53 seconds East, a distance of 30.00 feet;

THENCE leaving said North line of the Parent Parcel, South 00 degrees 05 minutes 07 seconds West, a distance of 65.00 feet;

THENCE North 89 degrees 54 minutes 53 seconds West, a distance of 30.00 feet;

THENCE North 00 degrees 05 minutes 07 seconds East, a distance of 65.00 feet to the Northwest corner of the Parent Parcel and the POINT OF BEGINNING of the 30.00 feet by 65.00 feet Lease Area containing 1,950 square feet (0.0447 acre) of land more or less.

UTILITY EASEMENT DESCRIPTION

(Created by This Office)

A portion of Section 18, Township 2 South, Range 5 East of the Gila and Salt River Meridian located in the City of Chandler, County of Maricopa, State of Arizona and also being a portion of the property conveyed to The City of Chandler from Intel Corporation by Special Grant Deed of Dedication recorded August 26, 1997 in Instrument No. 97-0585458 and being more particularly described as follows:

COMMENCING at a found Capped Pin #32222 at the Southwest corner of the Parent Parcel, said capped pin bears North 01 degrees 00 minutes 13 seconds East, a distance of 34.00 feet from a found capped pin #32222 on the Southerly prolongation of the West line of the Parent Parcel and also bears South 01 degrees 00 minutes 13 seconds West, a distance of 390.05 feet from a found capped pin #32222 at the Northwest corner of the Parent Parcel;

THENCE running along the West line of the Parent Parcel, North 01 degrees 00 minutes 13 seconds East, a distance of 390.05 feet to the Northwest corner of the Parent Parcel;

THENCE running along the North line of the Parent Parcel, South 89 degrees 54 minutes 53 seconds East, a distance of 30.00 feet;

THENCE leaving said North line of the Parent Parcel and running along the East line of the Lease Area, South 00 degrees 05 minutes 07 seconds West, a distance of 2.50 feet to the POINT OF BEGINNING of the 5.00 feet wide Utility Easement being 2.50 feet on each side of the following described center line;

UTILITY EASEMENT CONTINUED

THENCE leaving said East line of the Lease Area, South 89 degrees 54 minutes 53 seconds East, a distance of 230.00 feet to the EAST TERMINUS of the 5.00 feet wide Utility Easement containing 1,150 square feet (0.0264 acre) of land more or less, the sidelines of said easement to be lengthened or shortened to terminate in a line perpendicular to the East Terminus and begin in the East line of the Lease Area.

NON-EXCLUSIVE ACCESS EASEMENT

DESCRIPTION (Created by This Office)

A portion of Section 18, Township 2 South, Range 5 East of the Gila and Salt River Meridian located in the City of Chandler, County of Maricopa, State of Arizona and also being a portion of the property conveyed to The City of Chandler from Intel Corporation by Special Grant Deed of Dedication recorded August 26, 1997 in Instrument No. 97-0585458 (APN 303-37-004 M) and also in Special Grant Deed of Dedication recorded October 27, 1995 in Instrument No. 95-0659461 (APN 303-37-004 K) and being more particularly described as follows:

COMMENCING at a found Capped Pin #32222 at the Southwest corner of the Parent Parcel, said capped pin bears North 01 degrees 00 minutes 13 seconds East, a distance of 34.00 feet from a found capped pin #32222 on the Southerly prolongation of the West line of the Parent Parcel and also bears South 01 degrees 00 minutes 13 seconds West, a distance of 390.05 feet from a found capped pin #32222 at the Northwest corner of the Parent Parcel;

THENCE running along the South line of the Parent Parcel, South 89 degrees 54 minutes 53 seconds East, a distance of 545.50 feet to the POINT OF BEGINNING of the 12.00 feet wide Non-Exclusive Access Easement being 6.00 feet on each side of the following described center line;

THENCE leaving said South line of the Parent Parcel, North 00 degrees 05 minutes 08 seconds East, a distance of 299.71 feet;

THENCE North 89 degrees 57 minutes 39 seconds West, a distance of 503.25 feet;

THENCE North 00 degrees 05 minutes 07 seconds East, a distance of 90.69 feet to a point on the North line of the Parent Parcel and being the NORTH TERMINUS of the 12.00 feet wide Non-Exclusive Access Easement containing 10,724 square feet (0.2461 acre) of land more or less, the sidelines of said easement to be lengthened or shortened to terminate in the North line of the Parent Parcel and begin in the South line of the Parent Parcel.

AS-BUILT SURVEY
Portion of the Southwest Quarter of
Section 18,
Township 2 South, Range 5 East

FOR: CROWN CASTLE

SITE: Dobson & Price
BUN: 604353
ADDRESS: 3550 South Dobson Road
Chandler, Az 85248
Maricopa County

CROWN CASTLE
3530 TOWNSEND WAY, SUITE 200, CHARLOTTE, NC 28217
NATIONAL SURVEY SERVICES COORDINATION INT.

G E O L I N E
SURVEYING, INC.

13430 HWY 104th, TAVASO, AZ 85140
Office: (202) 418-0800 Fax: (202) 462-9888
WWW.GEOLINEINC.COM

SURVEY WORK PERFORMED BY:

J.V. Surveying
A.I.A. - Boundary - Topography
15127 W. Cottonwood Street
Surprise, Arizona 85374
Phone: (623) 258-1950 Fax: (623) 556-2388

WORK BY: JLV CHECKED BY: JLV JOB #: 2259

SURVEYOR'S NOTES

1. The meridian for all bearings shown hereon is the West line of Section 18, Township 2 South, Range 5 East, known as being North 89 degrees 58 minutes 44 seconds East, per Final Plat of "Intel" in Book 577 of Page 48.
2. No subsurface investigation was performed to locate underground utilities. All utilities shown hereon are limited to and are per observed evidence only.
3. This survey does NOT represent a Boundary Survey of the Parent Parcel.
4. Except as noted, all visible Tower Equipment and Improvements are contained within the described area.

SURVEYOR'S CERTIFICATE

I hereby certify to Crown Castle and Stewart Title Guaranty Co that this ground survey was made under my supervision.

Joseph L. Vokoder
Joseph L. Vokoder
State of Arizona No. 41114
Date of Survey: February 25, 2011
Revised: March 25, 2011



**CHANDLER DEPARTMENT APPROVAL FORM FOR WIRELESS
COMMUNICATION FACILITIES ON PUBLIC PROPERTY**

Wireless Company Crown Castle
Company Contact Tracey Barton
Location of Site Fire Training Facility, 3350 S. Dobson Road, Chandler

X I. Department Where Site is to be Located

I hereby agree that to the best of our Department's knowledge with the information provided by the company, that the wireless infrastructure proposed by the above company at the noted location is acceptable to be located at our Department's facility/location.

I deny our Department's approval for location at this site. Reason: _____

Tom Carlson Asst. Fire Chief
Department Authorized Representative Signature and Title

12/16/10
Date

II. Planning & Development Department

I hereby agree that to the best of our Department's knowledge with the information provided, the wireless infrastructure proposed by the above company at the noted location meets the City Code zoning requirements for wireless facilities. I have also informed the company of the procedures to obtain zoning permit approval.

I deny our Department's approval for location at this site. Reason: _____

Bill [Signature]
Planning & Development Authorized Representative Signature and Title

1/19/11
Date

III. Public Safety Departments

Information provided by the company indicates that all wireless communications equipment it will operate within the City is in compliance with the FCC's radio frequency emission regulations and will not interfere with the City's emergency communication system. If an interference or frequency study was deemed to be necessary in the City's opinion, then it has been performed. If at some time it is determined that there is interference resulting from any such equipment, then the company knows its use agreement will require it to remedy such interference, and that such interference could be deemed a material breach by the party causing the interference.

Chandler Department Clearance for Wireless Communication Facilities –page 2

Police Department:

I hereby agree that to the best of our Department's knowledge with the information provided, the wireless infrastructure proposed by the above company at the noted location will not pose an interference issue for the Department's emergency communication system.

I deny our Department's approval for location at this site. Reason: _____

Vicki S. ...
Police Department Authorized Representative Signature and Title

1-3-11
Date

Fire Department:

I hereby agree that to the best of our Department's knowledge with the information provided, the wireless infrastructure proposed by the above company at the noted location will not pose an interference issue for the Department's emergency communication system.

I deny our Department's approval for location at this site. Reason: _____

Tom Carlson Ass. Fire Chief
Fire Department Authorized Representative Signature and Title

12/16/10
Date

Current as of May 2010