

MEMORANDUM Transportation & Development - Memo No. TDA16-018

DATE: OCTOBER 22, 2015

TO: MAYOR AND COUNCIL

THRU: MARSHA REED, ACTING CITY MANAGER *MR*
NACHIE MARQUEZ, ASSISTANT CITY MANAGER
R.J. ZEDER, TRANSPORTATION & DEVELOPMENT DIRECTOR *RJZ*

FROM: MARGARET COULTER, REGULATORY AFFAIRS MANAGER *MC*

SUBJECT: INTRODUCTION AND TENTATIVE ADOPTION OF ORDINANCE NO. 4580 AUTHORIZING A TELECOMMUNICATION SITE LEASE AND WIRELESS LICENSE BETWEEN THE CITY OF CHANDLER AND VERIZON WIRELESS LLC, DBA VERIZON WIRELESS FOR A PARCEL OF LAND THAT IS A PORTION OF PIMA PARK

RECOMMENDATION: Staff recommends City Council introduce and tentatively adopt Ordinance No. 4580 authorizing a Telecommunication Site Lease and Wireless License between the City of Chandler and Verizon Wireless LLC, dba Verizon Wireless (Verizon) for a parcel of land that is a portion of Pima Park, and authorizing the Mayor to execute the lease on behalf of the City and the City Manager or designee to execute other implementing documents as needed.

BACKGROUND: At the October 23, 2014, Council Meeting, City Council approved a Use Permit for Case: ZUP14-0015 Verizon at Pima Park to install wireless communication facilities on a ball field light pole within the City of Chandler Pima Park at 625 N. McQueen Road. Ordinance 4580 authorizes the terms of a five-year Site Lease to Verizon which is renewable for up to four (4) successive five-year periods. It also grants a "Construction Access Easement," a "Driveway Easement," a "Path Easement," and a "Maintenance Access Easement" as detailed in Section 3B and Exhibit C. The base lease payment will be \$1,899.00 per month with a provision for a 12 percent increase at the start of each new lease period.

The Police and the Fire, Health and Medical departments have determined that the installation of this wireless facility will not cause any interference to the City's public safety communication systems. The Community and Neighborhood Services Department staff has also approved the location of the wireless facilities and does not have any issues regarding its impact on the City's operations of the property. Staff has concluded that the Lease would be in the best interests of the City of Chandler and its citizens and would satisfy the License provisions of Chapter 46 of the City Code.

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FINANCIAL IMPLICATIONS: The Company will pay permit, inspection and pavement damage fees, if applicable. Verizon will also pay \$1,899.00 per month rent for the site with provisions for rent increases of 12 percent as detailed in the Agreement. Verizon will also pay any applicable transaction privilege, sales, excise, rental and other taxes.

PROPOSED MOTION: Move City Council introduce and tentatively adopt Ordinance No. 4580 authorizing a Telecommunication Site Lease and Wireless License between the City of Chandler and Verizon Wireless LLC, dba Verizon Wireless for a parcel of land that is a portion of Pima Park, and authorizing the Mayor to execute the lease on behalf of the City and authorizing the City Manager or designee to execute other implementing documents as needed.

Attachments: Ordinance 4580

Attachment A-Communications Site Lease Agreement

ORDINANCE NO. 4580

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING AND APPROVING A TELECOMMUNICATION SITE LEASE AND WIRELESS LICENSE BETWEEN THE CITY OF CHANDLER AND VERIZON WIRELESS LLC, (VAW) DBA VERIZON WIRELESS FOR A PARCEL OF LAND THAT IS A PORTION OF PIMA PARK

BE IT ORDAINED by the City Council of the City of Chandler, Arizona, as follows:

- Section 1. That the City Council does authorize and approve the Telecommunication Site Lease between the City of Chandler (City) and Verizon Wireless LLC dba Verizon Wireless (Verizon) substantially the form attached hereto as Attachment A (the "Lease").
- Section 2. CITY is authorized to grant, renew, deny and terminate Telecommunications Licenses and Agreements for operation and maintenance of wireless communications within the City boundaries pursuant to the Charter and City Code of Chandler, and by virtue of federal and state statutes, by the City's police powers, by its authority over its public rights-of-way and highways as defined in Chapter 46 of the Chandler City Code, and by other City powers and authority; and
- Section 3. COMPANY has existing wireless use agreements in the City and has applied for permission to operate and maintain its communications system pursuant to Chapters 46 and 35 of the Chandler City Code within the City of Chandler and on certain Public Property in the City including Pima Park; and
- Section 4. That the Mayor of the City of Chandler, Arizona, is authorized to execute the Lease on behalf of the City.
- Section 5. That the Chandler City Manager or the Manager's designee is authorized to execute other implementing documents as are needed to give effect to the Lease or its operation of the wireless communication system in the City.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2015.

ATTEST:

CITY CLERK

MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2015.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 4580 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2015, and that a quorum was present thereat.

CITY CLERK

PUBLISHED:

APPROVED AS TO FORM:

CITY ATTORNEY

KG

COMMUNICATIONS SITE LEASE AGREEMENT
Verizon at Pima Park

1. **Parties.** This Communications Site Lease (this "Lease"), dated this day ____ of _____, 2015 (the "Effective Date") and is made by and between the CITY OF CHANDLER, an Arizona municipal corporation ("Landlord"), and VERIZON WIRELESS (VAW) LLC, a Delaware limited liability company, d/b/a Verizon Wireless ("Tenant"). Landlord and Tenant may be referred to in this Lease individually as a "Party" or collectively as the "Parties."

2. **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 625 N. McQueen Road in Chandler, Arizona, which is operated by the Chandler Community and Neighborhood Services Department as a community park, commonly known as Pima Park ("Pima Park"), and legally described in **Exhibit A**. Pima Park is made available for use by the general public and has several improvements located upon it, including, but not limited to, a baseball field known as west field and parking lot accessible from East Thatcher Boulevard, all as generally depicted in the survey attached hereto as **Exhibit B**.

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

C. Tenant has applied to Landlord to use a specific location as detailed on **Exhibits B and C** of this Lease on public places at the Pima Park in order to provide wireless communications services within the City of Chandler, Arizona pursuant to Chapter 45 and 35 of the City Code (defined below).

D. For Tenant's internal purposes only, the area of Pima Park to be leased is referred to as PHO Cricket Club and is referenced as such in attached **Exhibits B and C**.

3. **Lease of Premises.**

A. **Leased Premises.** Landlord leases to Tenant, and Tenant leases from Landlord, upon and in consideration of the terms and conditions contained herein, two (2) non-contiguous portions of Pima Park that are depicted in attached **Exhibit C** (the "Leased Premises"). Parcel 1 consists of an area of approximately five hundred twenty (520) square feet (21'-4" x 24'-4"), upon which will be located an equipment compound of approximately two hundred eighteen (218) square feet (13'-4" x 16'-4") (the "Equipment Site"). Parcel 2 consists of an area sufficient for Tenant's tower-mounted antennas, equipment and appurtenances on a baseball field light fixture antenna structure (the "Pole Site").

B. **Additional Rights.** During the term of this Lease, Tenant shall have the following additional rights:

(1) A non-exclusive twelve foot (12') wide temporary access easement from North McQueen Road ("Construction Access Easement") over that portion of Pima Park depicted in attached **Exhibit C** for the sole purpose of allowing Tenant temporary access from North McQueen Road to the Leased Premises in the western portion of Pima Park. The Construction Access Easement shall terminate automatically upon the completion of the installation of the Equipment Site and Pole Site facilities. Tenant shall restore the Construction Access Easement area to its original condition.

(2) A non-exclusive right of ingress and egress to allow Tenant and Tenant's employees, agents, subcontractors, lenders, invitees and guests to have vehicular and pedestrian access to and from the Leased Premises from East Thatcher Boulevard ("Driveway Easement") and pedestrian only access on the five (5") foot wide concrete path ("Path Easement") without notice to Landlord twenty-four (24) hours a day, seven (7) days a week, subject to the following:

(a) The Driveway Easement described in attached **Exhibit C** allows for both vehicular and pedestrian access; and

(b) The Path Easement described in attached **Exhibit C** allows only for pedestrian access.

(3) A limited, non-exclusive eight foot (8') wide temporary access easement from North McQueen Road ("Maintenance Access Easement") over that portion of Pima Park depicted in attached **Exhibit C** for the limited purpose of the modification, maintenance repair, replacement, removal and/or reinstallation of Tenant's facilities attached to the pole at the Pole Site and appurtenances. Prior to Tenant's use of the Maintenance Access Easement, Tenant shall provide Landlord forty-eight (48) hours advance notice. It is the Parties intent that this limited non-exclusive vehicular access easement is intended to be used for the very limited purposes described in this Section 3(B)(3) and is not intended for use for any other purpose not described herein.

(4) The non-exclusive rights for the installation and maintenance of utility wires, poles, cables, conduits and pipes over, under or along that portion of Pima Park depicted in attached **Exhibit C** extending to and from the Equipment Site, the Pole Site and utility points of connection.

The rights granted herein are further subject to the following conditions:

(a) At or above-ground structures not set forth on **Exhibit C** are permitted only with the prior written consent of Landlord;

(b) Landlord reserves the right to enter in or upon the access and/or utility easements described in attached **Exhibit C** at any time and for any purpose so long as Landlord's access does not interfere or interrupt Tenant's use of the easements as permitted herein;

(c) In no event shall Landlord erect, construct or permit to be erected or constructed any building or other structure, plant any trees, drill any well, install any swimming pool, or alter the ground level by cut or fill, within the limits of the access and/or utility easements; and

(d) In the event Landlord desires to make any improvement to Pima Park, Landlord reserves the right to, at Landlord's sole cost and expense, modify any access and/or utility easement granted herein so long as Tenant is provided alternative access to each of its facilities with rights equal to those granted herein.

C. No Franchise / Permit Required. This Lease is not a franchise pursuant to any local or state charter, statute or constitution. An encroachment permit issued in accordance with Chapter 46 (defined below) for the installation, construction or operation within a public right-of-way of facilities for communications services is required prior to Tenant commencing any work within any public right of way.

D. 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 Leased 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 Leased 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 affect Tenant's access to or provision of utility services to the Tenant Facility without Tenant's prior written consent.

4. Definitions.

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

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

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

(c) "Chapter 46" means applicable provisions of Chapter 46 of the City Code.

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

(e) "Co-locate", "co-locating", or "co-location" refer to the shared use of tower space by one or more communications providers or any other users in addition to Tenant.

(f) "Day" means calendar day.

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

(h) “In-lieu Provider” means a single, third party, communications provider using the Leased Premises or Tenant Facility, or a part thereof, to install communications equipment and/or provide communications services in lieu of such services being provided by Tenant.

(i) “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.

(j) “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.

(k) “Support structure” means a component of a wireless communications 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.

(l) “Tenant Facility” means the wireless communications facility identified in Section 7(A)(1) and whose components are described in Section 8(A) of this Lease.

(m) “Communications” or “wireless communications” 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 pay phone services or cable services, as those terms may be used or defined in Chapter 46 or elsewhere in the City Code.

(n) “Communications license” means the communications license issued pursuant to Chapter 46.

(o) “Communications provider” means any person who constitutes a telecommunications provider under Chapter 46 or who otherwise provides telecommunications services from any wireless communications facility.

(p) “Communications services” means the offering of communications 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 communications facility used.

(q) “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 communications facility. A tower may include, without limitation, such types as a lattice tower or a monopole.

(r) “Wireless communications facility” means a facility used exclusively for the transmission and reception of radio or microwave signals used for commercial communications. A wireless communications facility is generally composed of the following components: (1) at least one antenna; (2) 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; (3) in some cases, an equipment building; and (4) related transmission lines used in the transmission of electronic signals or data to or from other wireless communications facilities.

(s) “Zoning Section” means as defined in Section 7(A)(3).

5. **Term.**

A. **Term.** Subject to early termination under Section 17, the term of this Lease shall be for five (5) years commencing on the Effective Date, and expiring on the fifth anniversary of the Rental Commencement Date (defined below) (the “Term”). Subject to Section 5(B), the Term shall automatically be extended for up to four (4), successive, five-year periods, with the first (5) 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 (5) year period provided: (i) Tenant is not in default of any material obligations under this Lease beyond any applicable cure periods; (ii) 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 (iii) a Party has not provided a notice of termination pursuant to Section 17 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 Leased Premises or any part thereof after the expiration or earlier termination of the Term without the written consent of Landlord, such possession shall be a tenancy at sufferance, for which Tenant shall pay to Landlord an amount equal to one hundred twenty-five percent (125%) of the amount of the Monthly Base Rental 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.

6. **Rent.**

A. **Monthly Base Rental.** Tenant shall pay to Landlord a monthly base rental of \$1,899.00 (the “Monthly Base Rental”), which shall be due and payable in advance on or before the first day of each month during the Term. Notwithstanding the foregoing, Landlord and Tenant acknowledge and agree that the Monthly Base Rental payments shall not actually be due and payable until the earlier of (i) the first day of the month following the date Tenant commences installation of the Tenant Facility, or (ii) November 1, 2015 (the “Outside Date”) (the “Rental Commencement Date”). Landlord and Tenant agree that they shall acknowledge in writing the Rental Commencement Date in the event the Rental Commencement Date is based upon the date Tenant commences installation of the Tenant Facility. In the event the Rental Commencement Date is the Outside Date, there shall be no written acknowledgement required.

Landlord and Tenant acknowledge and agree that initial Monthly Base Rental payment(s) shall not actually be sent by Tenant until thirty (30) days after the Rental Commencement Date.

B. Rental Increases. At the commencement of each five-year extension of the Term, the rate of the Monthly Base Rental shall be increased by twelve percent (12%) over the rate previously in effect.

C. Additional Payment. In addition to the rentals provided for in Sections 6(A) and 6(B) above, Tenant shall pay to Landlord any applicable 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, except that the foregoing shall not apply to any transaction privilege, sales, excise, rental and other taxes imposed by Landlord unless such charges are of general applicability to all existing wireless communications facilities in the City of Chandler. Nothing herein is intended to modify, waive or abrogate Tenant's right to challenge the same in a court of law.

D. 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 at least thirty (30) days in advance of any such payments. All payments shall be in lawful money of the United States of America.

7. Use of Leased Premises.

A. Permitted Uses.

(1) The Leased Premises shall be used only for the transmission and reception of radio communication signals, including cellular, PCS, broadband and narrowband frequencies, from a wireless communications facility constructed and installed on the Leased 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. This Lease provides no authorization to construct or use any facilities within any public roadway or other public place or property of the City of Chandler.

(2) Notwithstanding the generality of the Section 7(A)(1) above, the Equipment Site shall not be used as the location for an antenna tower or pole, and the Pole Site shall be used to replace the existing ball field light pole with an antenna mono-pole support that: (a) is of substantially the same diameter as the light pole being replaced; (b) does not exceed sixty-five (65) feet in height as measured from grade of the site to top of the pole; (c) has an antenna array with a rad center mounted below the ball field lights at a height as measured from the grade of the site to the top of the antenna array no greater than fifty (50) feet; (d) has ball field lights mounted upon it sufficient for Landlord's use in connection with the adjacent ball field; (e) substantially conforms to the depictions and descriptions contained in **Exhibit C**; and (f) is in compliance with applicable requirements of the City of Chandler Zoning Code concerning wireless communications facilities. Landlord specifically reserves the right to use the Pole Site for ball field lighting.

(3) The Leased 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 in advance to Tenant by Landlord from time to time for the safety, care and cleanliness of the Leased Premises or Pima Park and for preservation of good order therein. Tenant shall not unreasonably interfere with the use of Pima Park by the public.

(5) Tenant warrants that all communications services or communications business conducted on the Leased 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 at Pima Park or elsewhere, and that will not cause interference to the facilities of other persons using Pima Park 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 the police, 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 communications equipment on Pima Park, if such equipment is likely to cause interference with the Tenant Facility operations.

(3) Any interference described in Sections 7(B)(1) or 7(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 Leased 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 communications services or the location and development of wireless communications facilities, including, but not limited to Chapter 46 and to the Zoning Section, except that this Lease shall apply to use of the Leased 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 Pima Park 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 Leased Premises. In entering upon Pima Park 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 Pima Park, 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 Leased 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 Leased 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 Leased Premises or to provide any off-Leased Premises improvements, such as utilities or paving, or other forms of access to the Leased 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 Leased 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 (defined below) on, under, about or within the Leased Premises or Pima Park 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 Leased Premises or Pima Park 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 Pima Park 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 7(F). As used in this Section 7(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 Leased 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.

8. **The Tenant Facility Improvements.**

A. **Components of the Tenant Facility.** The Tenant Facility shall consist of (i) a single, light standard support structure and foundation; (ii) at least one antenna array; (iii) one or more equipment shelters as depicted on **Exhibit C**, as needed; (iv) related utility lines, transmission lines or cables both on the Leased Premises or running across the Common Access Area from the Leased Premises to the public right-of-way, all as depicted on **Exhibit C**. The Tenant Facility may also include various items of personal property and equipment needed to provide communications services from the Leased Premises as otherwise identified herein.

B. **Existing Light Standard.** Landlord agrees that Tenant shall replace Landlord's existing light standard with a new light standard support structure (the "Pole") as depicted in attached **Exhibit C** so that the Pole will accommodate both Tenant's antennas and other support equipment, and Landlord's ball field lights. Upon completion of construction of the Pole, including, without limitation, the re-installation of Landlord's existing ball field lights on the Pole, Tenant shall execute and deliver to Landlord a bill of sale transferring all of Tenant's right, title and interest in the Pole to Landlord. After Tenant's execution and delivery of the bill of sale to Landlord, the Pole shall become the property of Landlord. Landlord shall take ownership of the Pole in its then "as is" condition without any representation or warranty from Tenant as to its merchantability or fitness for any particular purpose. Upon such transfer, Tenant shall have no further obligations with respect to the Pole. Landlord's existing light standard shall be removed from Pima Park and discarded by Tenant at Tenant's sole cost and expense. Notwithstanding anything to the contrary set forth herein, with the exception of Landlord's ball field lights, Tenant shall have the sole and exclusive right to maintain equipment on the Pole during the Term, as may be extended.

C. **Construction of the Tenant Facility and Improvements.** Tenant shall begin construction and installation of the Tenant Facility within one hundred eighty (180) days after the Effective Date. Tenant shall construct the Tenant Facility in substantial conformance as depicted on **Exhibit C** and shall complete all improvements depicted thereon prior to use of the Tenant Facility. Construction and installation of the Tenant Facility, the perimeter fencing and any other improvements on the Leased Premises shall be done only in accordance with plans and specifications approved in writing by the Chandler Community and Neighborhood Services Department and only upon all permits or licenses authorizing the construction having been issued.

D. **Construction Plans.**

(1) Tenant shall submit plans and specifications required in Section 8(C) to Chandler Community and Neighborhood Services Department 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 Chandler Community and Neighborhood Services Department 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 Pima Park, (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 Chandler Community and Neighborhood Services Department or required to obtain development approvals through T&D.

E. 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 Leased Premises or Pima Park caused by such removal, and shall restore the Leased 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 the Pole or any foundation more than one (1) foot below grade level.

F. Alteration or Additional Improvements. Tenant shall make no alterations or additional improvements to or upon the Leased Premises beyond those described in the plans and specifications approved by Chandler Community and Neighborhood Services Department 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.

G. Maintenance and Repair. Tenant shall take good care of the Leased Premises, keep the Tenant Facility and other improvements on the Leased Premises in good repair, and shall maintain and keep the Leased Premises in 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 Leased 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 Leased Premises, except claims arising from the acts of Landlord. Notwithstanding the foregoing, throughout the Term of this Lease, Landlord shall be responsible to maintain and repair the Pole in good condition, reasonable wear and tear excepted, and in compliance

with all applicable laws, all at Landlord's sole cost and expense, and with the same level and standard of care it uses for the maintenance and repair of its other light standards and lights at Pima Park. Landlord shall maintain and repair the Pole without disturbing or affecting Tenant's pole-mounted antennas and other equipment. Landlord acknowledges and agrees that (i) Tenant's equipment is highly sensitive, (ii) Tenant's equipment may only be handled by properly trained and qualified personnel, and (iii) Tenant shall be solely responsible for the maintenance, repair and handling of all of Tenant's pole-mounted antennas and other equipment, and any other of Tenant's improvements during the Term of this Lease. Landlord shall not be liable to Tenant for any loss of use, interruption of service or any other interference or disturbance of Tenant's use of the Leased Premises arising in connection with the Landlord's maintenance of the Leased Premises and/or the Pole, except for any loss of use, interruption of service or any other interference or disturbance arising from the Landlord's gross negligence.

9. **Utilities.** During the Term of this Lease, Tenant shall be responsible for paying all charges for all utility service furnished to the Leased Premises, and Landlord shall be responsible for paying all charges for all utility service furnished to its ball field lights installed on the Pole. The Parties acknowledge that no utility services will be furnished to the Leased Premises on a consolidated, joint or shared basis.

10. **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 18. 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 the Tenant Facility and the storing or disposing thereof as determined by Chandler Community and Neighborhood Services Department.

11. **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 with a combined single limit of \$2,000,000.00 per occurrence for bodily injury (including death) and property damage occurring in, on, or about the Leased Premises, the Common Access Area and all areas appurtenant thereto and shall include contractual liability. Such insurance shall be primary and not contributing to any insurance maintained by Landlord, and shall include Landlord as an additional insured as their interest may appear. The limits of said insurance shall not, however, limit the liability of Tenant hereunder. If Tenant shall fail to procure and maintain said insurance, upon the provision of thirty (30) days' written notice to Tenant, 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 Leased Premises from time to time, in the amount of full replacement value thereof, providing protection from all perils included within the classification of the Chandler Community and Neighborhood Services Department, 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 Leased Premises for constructing the Tenant Facility, Tenant shall deliver to Landlord certificates of insurance evidencing the existence and amounts of such insurance, and evidence indicating that Landlord has been included as an additional insured. Tenant shall furnish Landlord with renewal certificates within ten (10) days of the expiration or renewal of any coverage required by this Lease. 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 Leased Premises or to the Tenant Facility 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 Chandler Community and Neighborhood Services Department or any risks insured against under any insurance policy required by under this Section 11.

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 action 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 any subtenant on the Leased Premises or in connection with Tenant's or any subtenant's use of the Leased Premises; provided, however, that Tenant shall not be liable for any such injury, damage or loss to the extent occasioned by the gross negligence or willful misconduct of Landlord, or 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 claims 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 Leased 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.

12. **Destruction or Condemnation.** If the Leased 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 Leased Premises.

13. **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 Leased Premises.

14. **Common Access Area Use.**

A. **Rules and Regulations.** Landlord shall have the sole and exclusive control of the Common Access Area and, upon the provision of written notice to Tenant, 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 Pima Park; provided that Landlord will not change any rules that will have a material effect on the Leased Premises or Tenant's permitted use thereof or access to hereunder without Tenant's prior 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 Leased 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.

15. **Assignment or Sublease.**

A. **Co-Location.** Except as provided in Section 15(B), Tenant may not assign, sublet or otherwise transfer all or any part of Tenant's interest in this Lease, in the Leased 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.** Upon receipt of written consent of Landlord, 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 communications services provider is a subtenant of Tenant and each such subtenant complies with all of the applicable terms and conditions of this Lease. The sublease of the Leased 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 Leased Premises.

(3) Tenant shall furnish Chandler Community and Neighborhood Services Department and T&D with a set of the plans and specifications for any alteration of the Tenant Facility or the Leased 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, Chandler Community and Neighborhood Services Department 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 Communications license during the entire period of the sublease.

16. **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 16(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 Leased 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 Leased 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 Leased Premises by Tenant for more than ten (10) days, being defined as the removal of the Tenant Facility from the Leased Premises. Notwithstanding the foregoing, if Tenant pays the Monthly Base Rental and continues to perform all of its other obligations under this Lease, Tenant shall not be deemed to have vacated or abandoned the Leased 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.

17. **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 Event of Default listed in Section 16(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 17(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 Leased 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 16(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 Leased Premises as required in Section 18 herein. In the event of a default by Landlord under Section 16(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 5(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.

18. Surrender. Upon the expiration of the Term of this Lease or upon the earlier termination thereof pursuant to Section 17, Tenant shall peaceably and quietly leave, surrender, and yield up to Landlord all of the Leased Premises clean and free of occupants, and shall repair all damage to the Leased 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 Leased 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.

19. **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 Leased Premises.

20. **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, Arizona 85244-4008

Tenant Verizon Wireless (VAW) LLC,
dba Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate
Site: PHO Cricket Club

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 (A) 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, (B) upon personal delivery, or (C) 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. Title Insurance. Tenant may obtain title insurance on its interest in the Leased Premises. Landlord shall cooperate by executing documentation reasonably required.

F. 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.

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

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

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

J. 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.

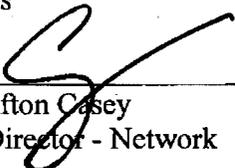
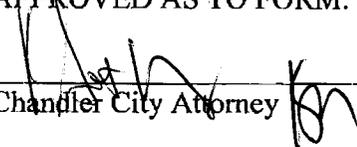
K. Authority to Execute. Any individual executing this Lease on behalf of or as representative for a corporation or other person, partnership or entity, represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of such Party, and this Lease is binding upon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

L. 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.

M. 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.

N. 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: _____ Print Name: _____ Its: _____</p>	<p>TENANT:</p> <p>VERIZON WIRELESS (VAW) LLC, a Delaware limited liability company, d/b/a Verizon Wireless</p> <p>By:  Print Name: Clifton Casey Its: Executive Director - Network</p>
<p>APPROVED AS TO FORM:</p> <p> Chandler City Attorney</p>	

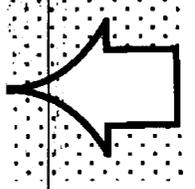


EXHIBIT A

(Legal Description of Pima Park)

The South half of the Southwest quarter of the Northwest quarter of Section 26, Township 1 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT therefrom the North 58 feet 9 inches of the East 995 of the South half of the Southwest quarter of the Northwest quarter of said Section 26; And

EXCEPT therefrom those parcels conveyed in Quit-Claim Deed recorded January 5, 1979 in Docket 13367, Page 418, re-recorded March 15, 1979 in Docket 13502, Page 1104 and rerecorded May 14, 1979 in Docket 13630, Page 354 of Official Records.

EXHIBIT B

(Survey of Pima Park and the Leased Premises)

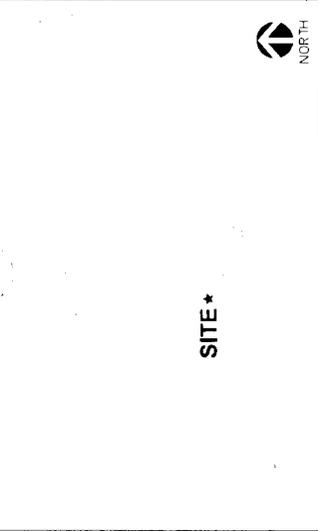
[see attached]

EXHIBIT C

(Depiction of Leased Premises and Access Easements)

[see attached]

VICINITY MAP



SITE *



DRIVING DIRECTIONS

DEPART 126 W. GEMINI DR., TEMPE, AZ 85283, ON W. GEMINI DR. (EAST) TURN RIGHT (SOUTH) ONTO S. MAPLE AVE. TURN LEFT (EAST) ONTO (M) GUADALUPE RD. ROAD NAME CHANGES TO (E) GUADALUPE RD. TURN RIGHT (SOUTH) ONTO (S) PRICE RD. TAKE RAMP LEFT AND FOLLOW SIGNS FOR AZ-101-COOP (SOUTH). AT EXIST 59, TAKE RAMP RIGHT. TURN LEFT (EAST) ONTO (M) RAY RD. TURN RIGHT ONTO (N) MCCUEEN RD. MAKE A U-TURN AT (E) THATCHER BLVD. ARRIVE AT (SITE) 625 N. MCCUEEN RD., CHANDLER, AZ 85225.

GENERAL NOTES

THE ARCHITECTS/ENGINEERS HAVE MADE EVERY EFFORT AS SET FORTH IN THE CONSTRUCTION DRAWINGS, CONTRACT DOCUMENTS AND THE COMPLETE SCOPE OF WORK. CONTRACTORS BIDDING THE JOB AREAS SHALL NOT EXCEED SAID CONTRACTOR FROM COMPLETING THE PROJECT AND IMPROVEMENTS IN ACCORDANCE WITH THE INTENT OF THESE DOCUMENTS. THE BIDDER SHALL BEAR THE RESPONSIBILITY OF NOTIFYING (IN WRITING) THE ARCHITECT/ENGINEER OF ANY CONFLICTS, ERRORS OR OMISSIONS PRIOR TO THE SUBMISSION OF THE CONTRACTOR'S PROPOSAL. IN THE EVENT OF DISCREPANCIES THE CONTRACTOR SHALL PRICE THE MORE COSTLY OR EXTENSIVE WORK UNLESS OTHERWISE DIRECTED.

GENERAL COMPLIANCE

HVAC USED ON THIS STRUCTURE IS NOT INTENDED FOR HUMAN COMFORT ITS USE IS SOLELY FOR ELECTRONIC EQUIPMENT COOLING. THE BIDDER WILL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES. PROPOSED STREET ADDRESS, REGISTRATION PER MUNICIPAL REQUIREMENTS. THIS PROJECT DOES NOT REQUIRE WATER OR SEWER. THIS PROJECT REQUIRES PERMANENT POWER AND TELEPHONE CONNECTION.

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.
2012 INTERNATIONAL BUILDING CODE (IBC)
ANSI/FPA-722F-07 LIFE SAFETY CODE
2011 NATIONAL ELECTRICAL CODE (NEC)
CITY AND/OR COUNTY ORDINANCES

JURISDICTION: CITY OF CHANDLER

SPECIAL INSPECTIONS REQUIRED

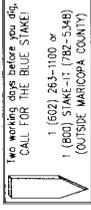
BURIED CASSION:	YES (PERIODIC)
CONCRETE CONSTRUCTION:	YES (CONTINUOUS)
BOLTS IN CONCRETE:	YES (PERIODIC)
REINFORCING STEEL:	YES (PERIODIC)
STEEL CONSTRUCTION:	YES (PERIODIC)
MASONRY CONSTRUCTION:	YES (PERIODIC)

FCC COMPLIANCE

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

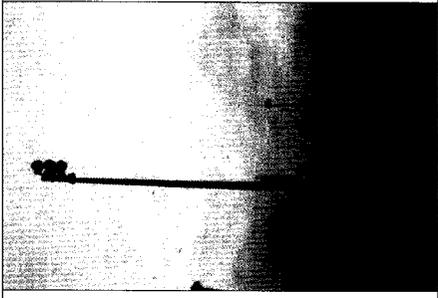


PHO CRICKET CLUB
625 N. MCQUEEN RD.
CHANDLER, ARIZONA 85225
APN: 302-84-007



1. (602) 263-1100 or
1. (602) 516-1111 (702-5348)
(OUTSIDE MARICOPA COUNTY)

SITE PHOTO



SHEET INDEX

SHEET NO.	TITLE SHEET	SHEET DESCRIPTION
1-1	TITLE SHEET	
1S-1	SURVEY	
A-1	OVERALL SITE PLAN	
A-2	ENLARGED SITE PLAN	
A-3	ANTENNA CONFIGURATION	
A-4	ELEVATIONS	
A-5	ELEVATIONS	

UTILITY COMMITMENT TABLE

UTILITY	STATUS	REMARKS
WATER	N/A	
SEWER	N/A	
ELECTRICAL	SRP (602) 236-8888	
TELEPHONE	CENTURYLINK: 1-800-954-1211	
POLICE	CHANDLER POLICE DEPARTMENT (480) 782-4130	
FIRE	CHANDLER FIRE DEPARTMENT (480) 782-2120	

SURROUNDING ZONING AND USE

NORTH: PAD - VACANT LAND & SINGLE FAMILY RES. (CITY OF CHANDLER)
SOUTH: PAD & PARK - MUNICIPAL & SINGLE FAMILY RES. (CITY OF CHANDLER)
EAST: SCHOOL (CITY OF CHANDLER)
WEST: PAD - SINGLE FAMILY RESIDENTIAL (CITY OF CHANDLER)

ADA COMPLIANCE

FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. LANDINGS AND EXITS SHALL COMPLY WITH THE APPLICABLE BUILDING CODES.

COLLOCATION

POLE SHALL BE DESIGNED IN A MANNER THAT WILL ALLOW FOR THE COLLOCATION OF A LEASE ONE ADDITIONAL ARRAY ON THE FACILITY.

ACCESSIBILITY DISCLAIMER

THE NEW PROJECT IS AN UNOCCUPIED TELECOMMUNICATIONS FACILITY AND IS NOT TO BE ACCESSED BY THE GENERAL PUBLIC. THIS FACILITY IS EXEMPT FROM DISABLED ACCESS REQUIREMENTS PER BC 11032.9 LISTED AS AN EQUIPMENT SPACE.

 216 WEST GEMINI DRIVE CHANDLER, ARIZONA 85225 PHONE: 480.782.5239 DESIGN MANAGEMENT PROFESSIONAL	 16616 EAST PALMS BOULEVARD FOURTH FLOOR, ARIZONA 85288 PHOENIX, ARIZONA 85016 FAX: 480.836.1024 WWW.SIINODSIGN.COM ENGINEERING CONSULTANT 1. 480.836.1024 2. 480.836.1024 3. 480.836.1024 4. 480.836.1024 5. 480.836.1024 6. 480.836.1024 7. 480.836.1024 8. 480.836.1024 9. 480.836.1024 10. 480.836.1024
DRAWING APPROVALS (SIGNATURES) SITE ACQUISITION/PROPERTY CONSTRUCTION NUMBER VERIZON WIRELESS RF ENGINEER UNMANNED APPROVAL DRAWN BY: DSING CHECKED BY: AERON SCHEDULE OF REVISIONS NO. DATE DESCRIPTION BY 6 09/14/15 SITE ADD. COMMENTS DJS 5 05/04/15 ADD. EASTMENT DJS 4 10/28/14 SITE NO. COMMENTS DJS 3 07/05/14 CITY COMMENTS DJS	PHO CRICKET CLUB SITE ADDRESS: 625 N. MCCUEEN RD. CHANDLER, ARIZONA 85225 SEAL
SHEET NO. TITLE SHEET	SHEET TITLE: TITLE SHEET
SHEET NUMBER: T-1	SHEET NUMBER: T-1

CLIENT: **verizonwireless**
 126 WEST GARDEN DRIVE
 SUITE 100
 CHANDLER, AZ 85225

DESIGN MANAGEMENT PROFESSIONAL
SD SiinoDesign
 16616 EAST WILLOW BOULEVARD
 FOURTH AVENUE, SUITE 100
 CHANDLER, ARIZONA 85226
 PH: 480.858.1024
 FAX: 480.858.1024
 WWW.SIINODSIGN.COM

ENGINEERING CONSULTANT
 1000 WEST GARDEN DRIVE
 SUITE 100
 CHANDLER, ARIZONA 85225
 PH: 480.858.1024
 FAX: 480.858.1024
 WWW.SIINODSIGN.COM

DRAWING APPROVALS (SIGNATURES)

SITE ACQUISITION/PROPERTY

CONSTRUCTION MANAGER

VERIZON WIRELESS RF ENGINEER

LANDSCAPE APPROVAL

DRAWN BY: TSINO

CHECKED BY: AERON

SCHEDULE OF REVISIONS

NO. DATE DESCRIPTION BY

6 05/14/15 SITE ACQ. COMMENTS CMS

5 05/04/15 ADD'D EASEMENT CMS

4 10/29/14 SITE ACQ. COMMENTS CMS

3 07/05/14 QTY COMMENTS CMS

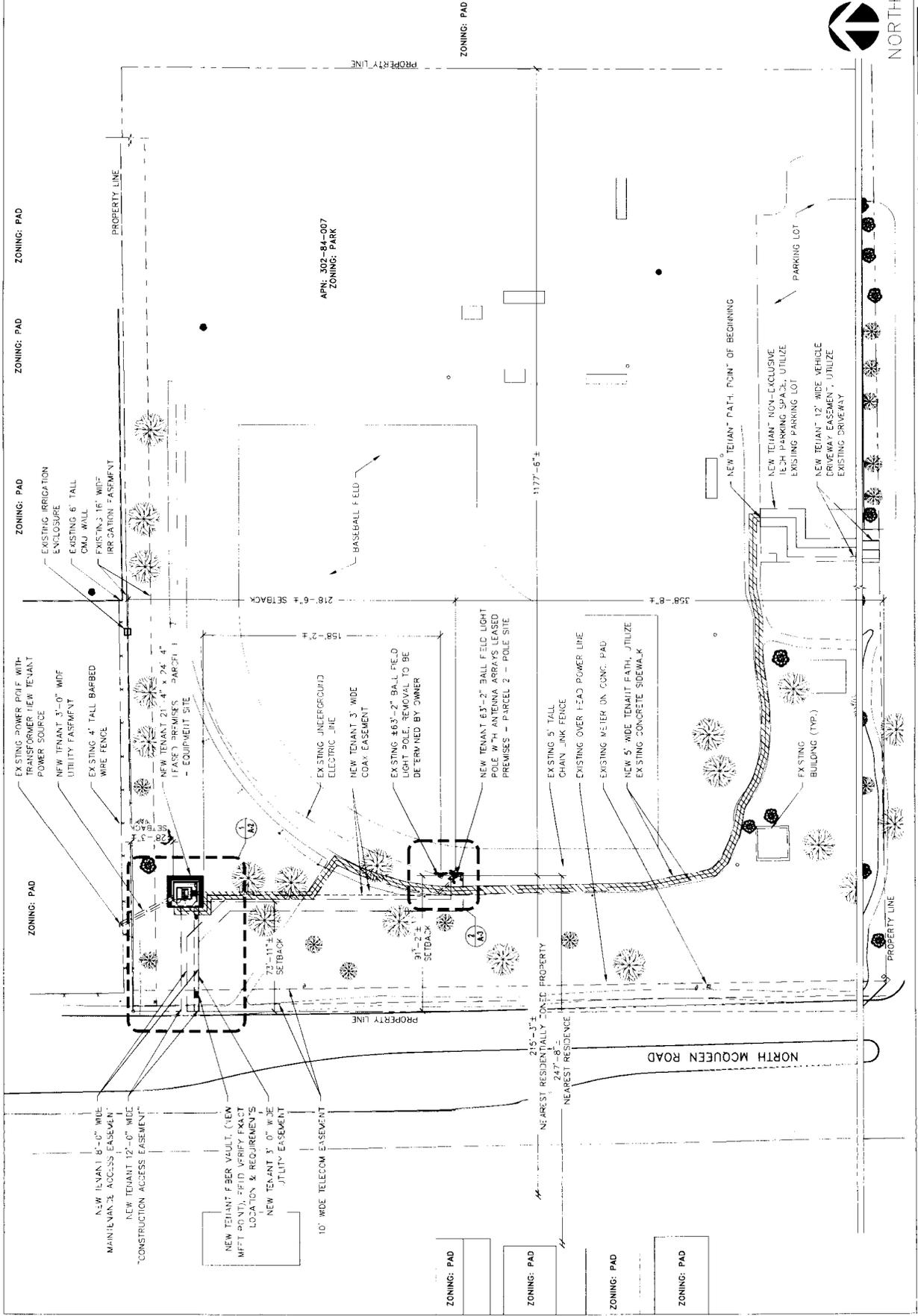
PHO CRICKET CLUB

SITE ADDRESS:
 625 N. MCGUEN RD.
 CHANDLER, ARIZONA 85225

SEAL:

SHEET TITLE:
OVERALL SITE PLAN

SHEET NUMBER:
A-1



OVERALL SITE PLAN



15 WEST GARDEN DRIVE
PHOENIX, ARIZONA 85028
PHONE: 480.752.3238

SD SiinoDesign
DESIGN MANAGEMENT PROFESSIONAL
16616 EAST PALMER BLVD
FOUNTAIN HILLS, ARIZONA 85288
PHONE: 480.356.1111
WWW.SIINODSIGN.COM

ENGINEERING CONSULTANT
2017-2018
2018-2019
2019-2020
2020-2021
2021-2022
2022-2023
2023-2024

DRIVING APPROVALS (SIGNATURES)

SITE ACQUISITION/PROPERTY

CONSTRUCTION MANAGER

VERIZON WIRELESS RF ENGINEER

LANDSCAPE ARCHITECT

DESIGN BY: SDSD

CHECKED BY: ERION

SCHEDULE OF REVISIONS

NO. DATE DESCRIPTION BY

6 09/14/15 SITE ADD COMMENTS DMS

5 05/04/15 ADDED EASEMENT DMS

4 10/28/14 SITE ADD COMMENTS DMS

3 07/05/14 CITY COMMENTS DMS

1 07/05/14 CITY COMMENTS DMS

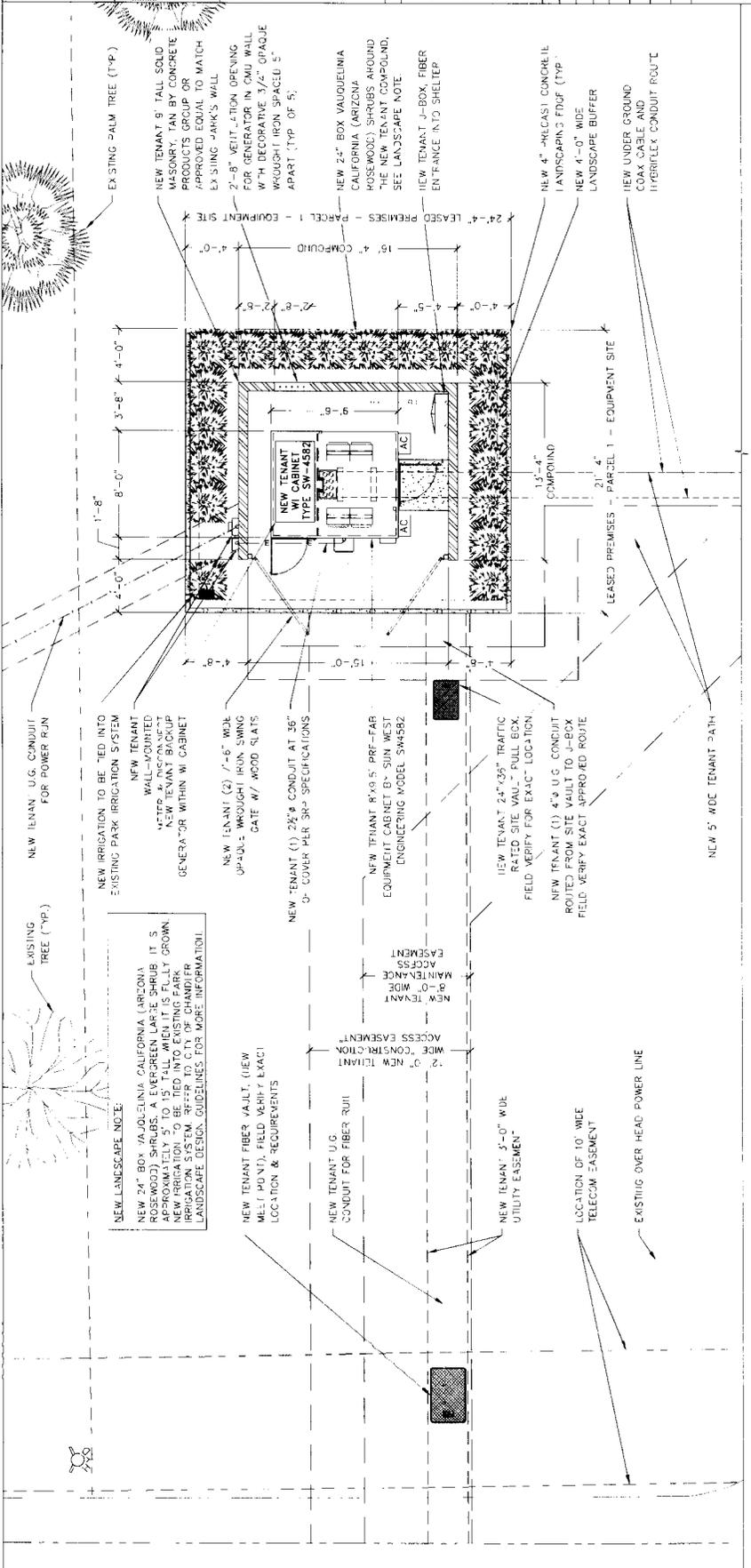
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SITE ADDRESS
625 N. MOOREN RD.
CHANDLER, ARIZONA 85225

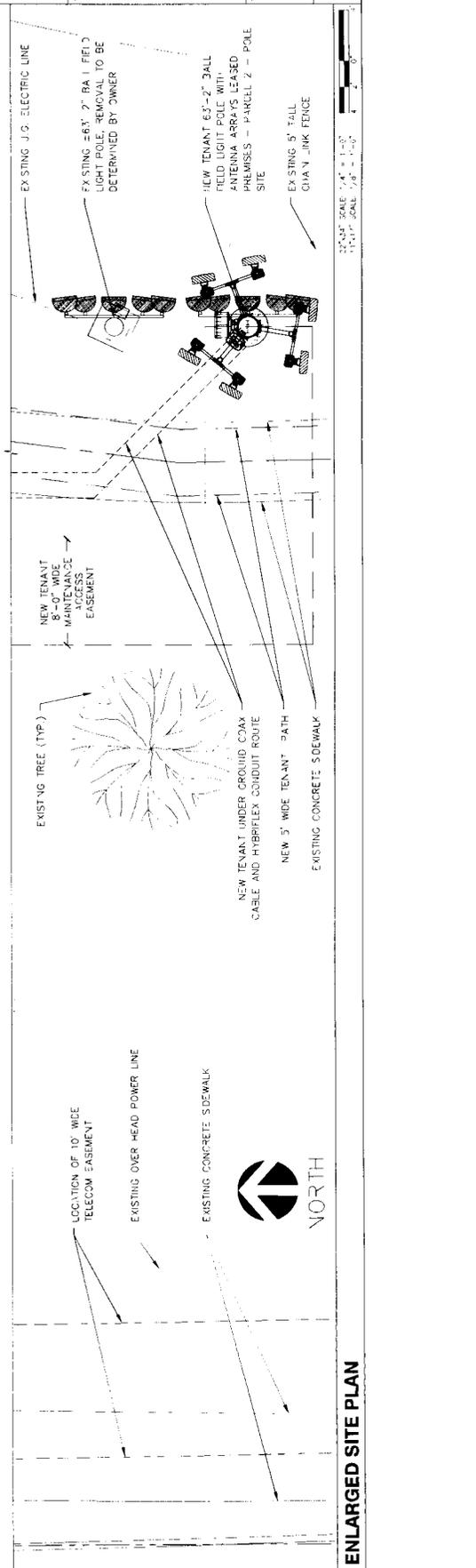
SCALE:

SHEET TITLE:
ENLARGED SITE PLAN

SHEET NUMBER:
A-2



NEW LANDSCAPE NOTE:
NEW 24" BOX VALDOLINA CALIFORNIA (ARIZONA) ROSEWOOD SHRUBS AROUND THE NEW TENANT COMPOUND. SEE LANDSCAPE NOTE
NEW IRRIGATION TO BE TIED INTO EXISTING PARK IRRIGATION SYSTEM. REFER TO CITY OF CHANDLER LANDSCAPE DESIGN GUIDELINES FOR MORE INFORMATION!



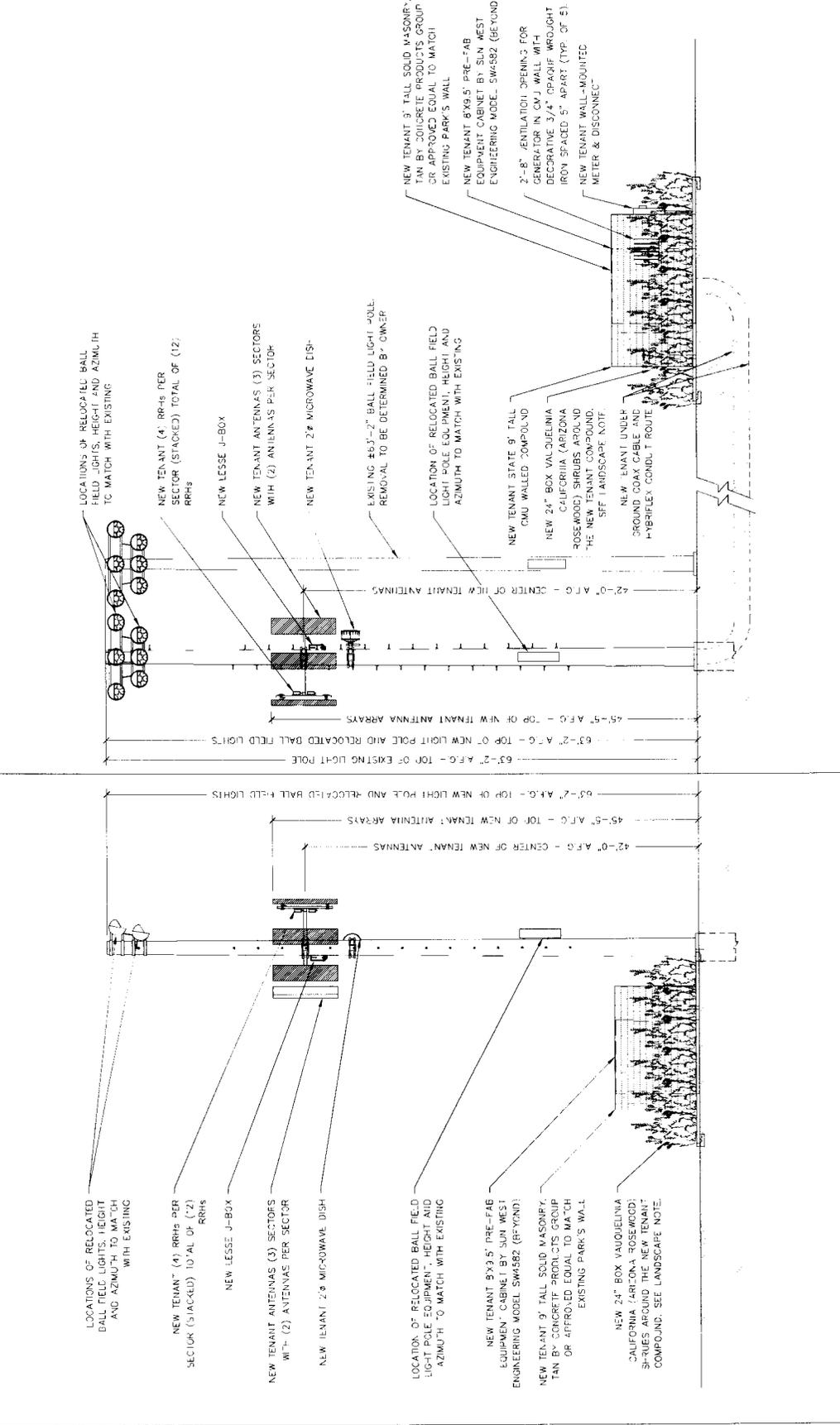
NORTH

ENLARGED SITE PLAN

SCALE: 1" = 10'
1/4" = 10'

NOTE:
 THE STRUCTURAL ANALYSIS AND DESIGN OF NEW UTILITY POLE AND ITS FOUNDATION IS PROVIDED BY OTHERS.

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NEW LANDSCAPE NOTE
 NEW 24" BOX VALOUELENA CALIFORNIA (ARIZONA ROSEWOOD) SHRUBS ARE LOCATED AS SHOWN. IT IS APPROXIMATELY 5' TO 15' TALL WHEN IT IS FULLY GROWN. NEW IRRIGATION TO BE TIED INTO EXISTING PARK IRRIGATION SYSTEM. REFER TO CITY OF CHANDLER LANDSCAPE DESIGN GUIDELINES FOR MORE INFORMATION.

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 1818 EAST WASHINGTON BOULEVARD
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ENGINEERING CONSULTANT
 LICENSE NO. 12121
 EXPIRES 12/31/2015
 12121
 12121
 12121

DRAWING APPROVALS (SIGNATURES)
 SITE ACQUISITION/PRIORITY
 CONSTRUCTION MANAGER
 VERIZON WIRELESS RF ENGINEER
 LANDLORD APPROVAL
 DRAWN BY: CSNO
 CHECKED BY: JERON

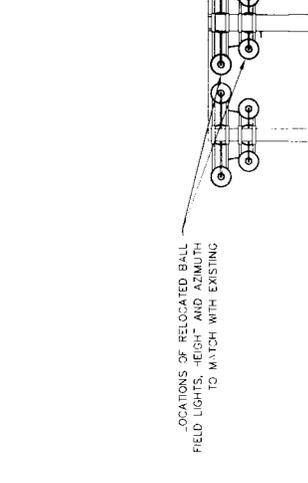
NO.	DATE	DESCRIPTION	BY
6	09/14/15	SITE ADD. COMMENTS	EMS
5	05/09/15	ADDED EASEMENT	EMS
4	10/28/14	SITE ADD. COMMENTS	EMS
3	07/05/14	CITY COMMENTS	EMS

PHO CRICKET CLUB
 SITE ADDRESS
 625 N. WOODBURN RD.
 CHANDLER, ARIZONA 85225

SHEET TITLE
ELEVATIONS

SHEET NUMBER
A-5

NOTE:
 THE STRUCTURAL ANALYSIS AND DESIGN
 FOR THE FOUNDATION IS PROVIDED BY OTHERS.



LOCATIONS OF RELOCATED BALL FIELD LIGHTS - HEIGHT AND AZIMUTH TO MATCH WITH EXISTING

NEW TENANT (4) RRHS PER SECTOR (STACKED) TOTAL OF (12) RRHS

NEW TENANT ANTENNAS (3) SECTORS WITH (2) ANTENNAS PER SECTOR

NEW LESSEE J-BOX

NEW TENANT 2' MICROHAVE DISH

EXISTING 53'-2" BALL FIELD LIGHT POLE. REMOVAL TO BE DETERMINED BY OWNER

NEW TENANT 9'x9.5' PRE-FAB MASONRY CABINET BY SUN WEST ENGINEERING MODEL SW4582 (R-YOND)

NEW TENANT 9' TALL SOLID MASONRY TALL BY CONCRETE PRODUCTS GROUP OR APPROVED EQUAL TO MATCH EXISTING PARK'S WALL

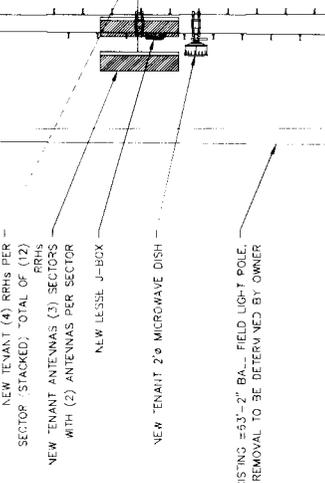
NEW TENANT WALL-MOUNTED METER & DISCONNECT

NEW 24" BOX VALUJUELINA CALIFORNIA (ARIZONA) SHRUBS AROUND THE NEW TENANT COMPOUND. SEE LANDSCAPE NOTE.

NEW TENANT (2) 7'-6" WIDE DRAPAGE WROUGHT IRON SWING GATE W/ WOOD SLATS

NEW TENANT L-BODY SHELLER (BEYOND) FIBER ENTRANCE INTO GROUND COAX CABLE AID HYBRIFLEX CONDUIT ROUTE

NOTE:
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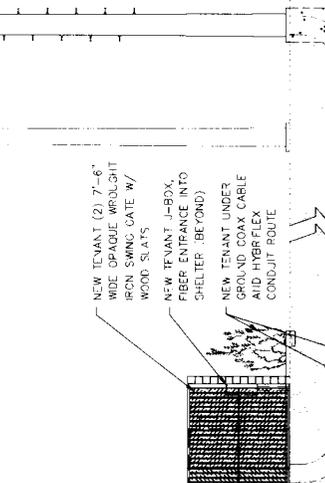
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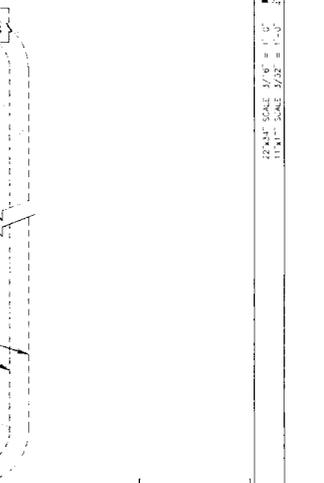
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SCALE 3/16" = 1'-0"
 SCALE 5/32" = 1'-0"

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