

EXHIBIT A

COC License# _____

Wireless Provider's Name:

WIRELESS PROVIDER RIGHT-OF-WAY LICENSE AGREEMENT

THIS WIRELESS PROVIDER RIGHT-OF-WAY LICENSE AGREEMENT (the "License Agreement") is made and entered into this __day of _____, 20____, by and between the City of Chandler, an Arizona municipal corporation ("City"), and _____, _____, a _____ ("Wireless Provider"), effective this _____ day of _____, 20____.

RECITALS

A. The City of Chandler "Wireless Facilities Standard Terms and Conditions" sets out various recitals (collectively the "Standard Recitals") and provisions (collectively the "Standard Terms").

B. City holds interests in parcels of land (the "Street Parcels") comprising street Right-of-way within the City of Chandler.

C. This License Agreement allows Wireless Provider to use certain limited portions of City's specific Street Parcels pursuant to an approved Wireless Facilities Site Permit.

D. The portions of the Street Parcels that this Agreement allow Wireless Provider to use (the "Use Areas") are defined in the package of maps and related materials (the "Boundary Plan") attached to each Wireless Facilities Site Permit Application.

E. Wireless Provider desires to install and operate on the Use Areas the wireless telecommunications receiving, processing and transmitting devices and related electronic equipment that is specified on each Site Plan (the "Communications Equipment") subject to the requirements of this Agreement. The Communications Equipment is limited to the actual electronic equipment, portable cabinets for such equipment, the enclosure, the antennas ("Antennas") used to communicate with cell phones and similar devices, all as shown on the drawings (the "Site Plans") attached to each Wireless Facilities Site Permit ("Site Permit"). Notwithstanding anything in this License Agreement to the contrary, the Communications Equipment excludes any item not shown on the approved Site Plan.

F. The volume of the Enclosure and the above ground portion of its pad shall be as shown in the Site Plan incorporated into each Site Permit Application and shall be limited as stated on that Site Plan.

EXHIBIT A

G. The Street Parcel in each Site Permit Application shall state whether it is currently improved with an electrical, traffic signal, street light, or antenna support pole (the "Pole") which is owned by City ("Pole Owner"), and the approximate height of the pole.

H. In the Site Permit Application, the Wireless Provider will indicate whether it proposes to use the existing Pole, replace the existing Pole, or install a new Pole that City or Wireless Provider will own. If the pole is owned by a third-party, the Wireless Provider shall provide documentation confirming Pole Owner's consent for Wireless Provider's use of the Pole.

I. In order to install the Communications Equipment, Wireless Provider desires to construct supporting improvements and perform all other work shown on the Site Plan (collectively the "Project") for each site.

J. Wireless Provider shall complete the entire Project and put the Communications Equipment in full operation no later than one hundred eighty (180) days after the date of the issuance of the Encroachment Permit (the "Completion Deadline") for each Site Permit.

K. City desires to grant to Wireless Provider the right to install, maintain, operate and repair the Communications Equipment (the "Permitted Uses") subject to the requirements of this License Agreement and as specified in each specific Site Permit granted pursuant to this License Agreement.

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

I. LICENSE TERMS

1. License Terms. City hereby grants to Wireless Provider a license to use the Use Areas as follows:

1.1 Standard Recitals and Standard Terms Incorporated. The Standard Recitals and the Standard Terms are all incorporated here by reference as if set out in full. WIRELESS PROVIDER WARRANTS AND REPRESENTS THAT WIRELESS PROVIDER HAS READ AND AGREES TO THE STANDARD RECITALS AND THE STANDARD TERMS. Capitalized terms used but not defined in this Agreement shall have the meanings assigned by the Standard Recitals and the Standard Terms.

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

1.2.1 Wireless Provider's Boundary Plan Responsibility. It is Wireless Provider's responsibility before submitting any Site Permit Application authorized by this License Agreement to ensure that the Boundary Plan is prepared as follows:

1.2.1.1 Wireless Provider shall insure that the Boundary Plan clearly depicts all portions of the Street Parcel that Wireless Provider desires to use and that each such area is clearly shown on the Boundary Plan and labeled to clearly indicate which of the categories of Exclusive Areas or Shared Areas set out in the Standard Terms applies to the area.

EXHIBIT A

1.2.1.2 If the Boundary Plan does not clearly show any portion of the Street Parcel as one of the categories of Exclusive Areas or Shared Areas set out in the Standard Terms, then such portion of the Street Parcel is not part of the Use Areas and Wireless Provider may not use such portion of the Street Parcel, even if the use is discussed in the Standard Terms.

1.2.1.3 Any Exclusive Area or Shared Area described or named in the Standard Terms that is not clearly depicted and correctly labeled on the Boundary Plan is excluded from this Agreement and unavailable for Wireless Provider's use.

1.2.1.4 Any portion of the Boundary Plan or the Site Plan that indicates a Wireless Provider's use of the Street Parcel that is not one of the Exclusive Areas or Shared Areas specifically enumerated in the Standard Terms is excluded from this Agreement and not available for Wireless Provider's use.

1.2.1.5 All work, improvements and equipment within an Exclusive Area or Shared Area is limited to the purposes enumerated in the Standard Terms for that particular Exclusive Area or Shared Area.

1.2.1.6 This Agreement does not allow use of any land other than the specified portions of the Street Parcel that are Exclusive Areas or Shared Areas.

1.2.1.7 Any change to the Boundary Plan after City executes this Agreement is void unless it is memorialized in a formal amendment to this Agreement.

1.2.2 Site Plan. It is Wireless Provider's responsibility before submitting any Site Permit Application authorized by this Agreement to ensure that the Site Plan correctly shows the work that Wireless Provider intends to perform, that the Site Plan correctly shows all improvements and equipment that Wireless Provider intends be located on the Use Areas, that the Site Plan shows no work, improvements or equipment outside the Exclusive Areas and Shared Areas properly depicted and labeled on the Boundary Plan, and that all work, improvements and equipment is encompassed within the purposes enumerated in the Standard Terms for that particular Exclusive Area or Shared Area. Any work, improvements or equipment not conforming to all the foregoing is prohibited, even if it is clearly shown on the Site Plan or discussed in the Standard Terms. Any refinement or other change to the Site Plan after City executes this Agreement is void unless Wireless Provider obtains City's approval of the change pursuant to the plans approval processes set out in the Standard Terms and pursuant to all applicable regulatory requirements.

1.2.3 Term of Agreement. The term of this Agreement is as stated in the Standard Terms.

1.2.4 Wireless Provider's Payments. Wireless Provider shall pay to City the amounts described in the Standard Terms.

1.2.5 Use Restrictions. Wireless Provider shall comply with the use restrictions set out in the Standard Terms.

1.2.6 Encroachment Permits. This Agreement constitutes a Class 8 "Encroachment Permit" under Chapter 46 of the Chandler City Code to the extent of granting permission for the Communications Equipment to exist on the Street Parcel but not to allow any construction or other work of any description in the Right-of-way or to allow obstruction of traffic or

EXHIBIT A

alteration of City's improvements. Before performing any work on the Right-of-way, Wireless Provider shall obtain the following additional encroachment permits, as applicable:

1.2.6.1 Permission to Work in the Right-of-way.

1.2.6.2 Traffic Control Plan.

1.2.6.3 Any other applicable permits regarding work in the Right-of-way.

1.2.7 Compliance with Law. Wireless Provider acknowledges that this License Agreement does not constitute, and City has not promised or offered, any type of waiver of, or agreement to waive (or show any type of forbearance, priority or favoritism to Wireless Provider with regard to) any law, ordinance, power, regulation, tax, assessment or other legal requirement now or hereafter imposed by the City of Chandler or any other governmental body upon or affecting Wireless Provider's use of the Street Parcel. For example, Wireless Provider shall comply with all zoning, building and Right-of-way codes, ordinances and policies.

2. Permitted Uses. City hereby grants to Wireless Provider the right to install, maintain, operate and repair the Communications Equipment (the "Permitted Uses") subject to the requirements of this License Agreement and as specified in each specific Site Permit granted pursuant to this License Agreement.

3. Annual Blanket Encroachment Permit for Incidental Work at a Site: On or before January 1 of each calendar year, the Wireless Provider shall submit an application for a Blanket Encroachment Permit to perform incidental and routine maintenance work at any site in the City's Right-of-way. The Blanket Encroachment Permit shall only cover such activities as checking and inspecting communications equipment and antennas, changing circuit packs and cards, cleaning the cabinets and immediate area, and other similar activity. The Blanket Encroachment Permit does not include any work that requires the replacement of cabinets, antennas, or communications equipment, or any excavation within the Boundary Plan use area.

4. City's Initial Information. Unless and until City gives notice otherwise, City's contract administrator shall be the City's Regulatory Affairs Division.

5. Wireless Provider's Initial Information. Unless and until Wireless Provider gives notice otherwise:

5.1 Wireless Provider's network operations center phone number as required by paragraph 7.1.3 of the Standard Terms is _____

5.2 Wireless Provider's address for notices as required by paragraph 17.8 of the Standard Terms shall be:

EXHIBIT A

With a copy to:

5.3 Wireless Provider's billing address for routine billing invoices as required by paragraph 4.2 of the Standard Terms shall be:

EXECUTED as of the date first given above.

CITY OF CHANDLER, an Arizona municipal corporation

_____, a _____

By: _____
Derek D. Horn
Development Service Director

By: _____

Name of Authorized Signer
Title: _____

APPROVED AS TO FORM:

City Attorney

ATTEST:

Name and Title