

**CITY CLERK
ORIGINAL**

**C-8162
09/11/2012**

**LICENSE AGREEMENT
FOR WIRELESS COMMUNICATIONS SITE
IN O'NEIL PARK**

This License Agreement ("Agreement") is executed to be effective the 11th day of September, 2012 ("Effective Date"), between the City of Glendale, an Arizona municipal corporation (the "City"), and Cricket Communications, Inc., a Delaware corporation authorized to do business in Arizona ("Licensee").

WHEREAS, the City is the owner of certain real property known as O'Neil Park located at 6448 West Missouri Avenue, Glendale, Arizona ("Park"), including a small portion thereof which is to be licensed for use pursuant to this Agreement; and

WHEREAS, pursuant to a License Agreement dated January 9, 2002 ("License Agreement"), Licensee, as successor-in-interest to Cricket Arizona Property Company, has installed and operates wireless communication antennas and related equipment specified in Section 1 below and Exhibit A attached hereto (collectively referred to as the "Communication Equipment") in the area further described in Section 1 of this Agreement ("License Area"); and

WHEREAS, pursuant to the License Agreement, Licensee constructed certain improvements to the License Area to which the Licensee referred to as PHX 116, as depicted in the site plan attached hereto as Exhibit B ("Site Plan"); and

WHEREAS, the License Agreement has expired; City and Licensee wish to continue their relationship under this Agreement.

NOW, THEREFORE, in consideration of the following mutual covenants and conditions, it is hereby agreed as follows:

1. LICENSE AREA.

The License Area includes and is limited to the following areas depicted in the Site Plan:

- A. The light pole near the right field line of the softball field in the Park ("Pole"), to be used solely for not more than three panel antennas ("Antennas"). The Antennas are to be attached to the Pole at 50 feet above ground level. The Antennas will be consistent in size, placement and design as approved by the Planning Department and set forth in Exhibit B. Any reference to the Pole herein shall include any replacement pole to be constructed by the Licensee or its contractors at the Licensee's sole expense. Such pole will become the property of the City.
- B. Approximately 216 square feet of land located to the south of the Pole, to be used solely for locating up to four utility cabinets housing electronic switching and equipment related to the use of the Antennas ("Cabinets") as approved by the Planning Department and set forth in Exhibit B. The Cabinets, new or replacements, shall never extend above the approved wall enclosure.

- C. An underground conduit and cable route for a ground signal conduit and cable along the route described in the Site Plan or as otherwise approved by the City, from the Cabinets to the base of the Pole.
- D. An underground conduit and cable route for an electrical service conduit and cable along the route described in the Site Plan, or as otherwise approved by the City, from the Cabinets to the electrical supply in the public right-of-way or the Park.
- E. An underground conduit and cable route for a telephone service conduit and cable along the route described in the Site Plan, or as otherwise approved by the City, from the Cabinets to the telephone supply in the public right-of-way or the Park.

2. CITY'S REPRESENTATIONS AND WARRANTIES.

- A. The City represents and warrants to Licensee that: (1) the City has full right, power and authority to execute this Agreement; (2) the City has good and unencumbered title to the License Area free and clear of any liens or mortgages, except those disclosed to Licensee that will not interfere with Licensee's right to use the License Area; and (3) the City's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on the City.
- B. Licensee has studied and inspected the License Area and accepts the same "AS IS" without any express or implied warranties of any kind, other than those warranties contained in Subsection A above, including any warranties or representations by the City as to its condition or fitness for any use. Licensee has inspected the License Area and its environs and obtained such information and professional advice as Licensee has determined to be necessary relating to this Agreement.

3. GRANT OF LICENSE; TERM; TERMINATION WITHOUT CAUSE.

The City grants to Licensee the right to use the License Area subject to the following provisions and conditioned upon Licensee's timely and complete performance of all of its obligations hereunder:

- A. The initial term of this Agreement shall be for a period of five years ("Initial Term"), commencing on the Effective Date and ending on the fifth anniversary thereof, unless sooner terminated as stated herein. This Agreement may be renewed for no more than four successive five-year renewal terms unless the City notifies Licensee in writing of City's intent to not renew this Agreement at least 30 days prior to the expiration of the Initial Term or any renewal term due to: (1) a violation of any term of this Agreement not cured within the 30-day notice period; (2) any subsequent violation of the same term since the original Effective Date of this Agreement; (3) for any of the reasons listed under Section 16; or (4) for any operations or incidents the City considers to be a danger to public safety.

- B. In any circumstance whereby Licensee would continue to occupy the License Area after the expiration or termination of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, and Licensee shall pay the City rent in an amount that is double the amount of rent otherwise due under Section 4 for such holdover period.
- C. Notwithstanding any provision in this Agreement to the contrary, and notwithstanding any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the parties, Licensee's rights in the License Area are limited to the license rights created by this Agreement, which creates only a revocable license in the License Area. The City and Licensee do not by this instrument intend to create a lease, easement, or other real property interest. Licensee shall have no real property interest in the License Area. Licensee's sole remedy for any breach or threatened breach of this Agreement by the City shall be an action for damages. Licensee's rights hereunder are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to the License Area. Notwithstanding the preceding sentence, the City shall provide to Licensee peaceable use and enjoyment of the License Area in accordance with the terms of this Agreement. Licensee's rights hereunder are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or hereafter having jurisdiction over the License Area or Licensee's use thereof.

4. RENT, FEES AND OTHER OBLIGATIONS OF THE LICENSEE.

- A. As rent for its right to use the License Area, Licensee shall pay, without notice and free from all claims, deductions and setoffs against the City, rent in the amount of \$40,000.00 for the 2012 year from the Effective Date through December 31, 2012.
- B. Licensee's rent shall be increased each year from the base \$40,000 per year, on January 1, beginning on January 1, 2013, by the Consumer Price Index ("CPI") for the Western Region (All Cities and All Urban Consumers), as prepared by the U. S. Department of Labor, Bureau of Labor Statistics, using the current index base period. If such CPI is discontinued, a comparable CPI shall be substituted therefore. Each adjustment shall be based on the latest available 12-month CPI period as of December 1.
- C. Licensee shall pay the rent due for the current year in advance on the first day of each year. If the Effective Date is not on the first day of a month, Licensee's first and last years' rent shall be prorated accordingly.
- D. If Licensee fails to pay any rent in full on or before the due date, Licensee shall be responsible for interest on the unpaid principal balance at the rate of 18% per annum from the due date until payment in full is made.

- E. Every ten years, the Licensee shall pay to the City a non-refundable amount of \$6,000 for watering, trimming and maintenance of the landscape provided around the ground equipment. This payment is due with the first month's rent.
- F. Licensee shall ensure that the ball field lights attached to the Pole are refocused by a licensed electrician certified to work on the stadium lighting.

5. UTILITIES.

Licensee shall pay for all utilities necessary to operate the Communication Equipment, which utilities shall be separately metered from any of the City's utilities in the Park. The City shall be responsible for all utility charges for the lights on the Pole, provided that if Licensee's design of the Communication Equipment does not permit separate circuits for the lights on the Pole, Licensee shall be responsible for all utility charges for the Pole.

6. USE RESTRICTIONS.

Licensee's use and occupation of the License Area shall conform to all of the following provisions:

- A. Licensee acknowledges that the License Area is located near recreational areas within a heavily used community park. Licensee shall at all times use its best efforts to minimize any impact that its use of the License Area will have on other uses of the Park.
- B. Licensee shall not remove, damage, or alter in any way any, improvements or personal property of the City upon the License Area without the City's prior written approval. If installation of the Communication Equipment requires any temporary disabling of the lights on the Pole, Licensee shall disable the lights for no more than one day and at a time agreed upon by the City. In all events, Licensee shall repair any damage or alteration to the City's property to as good or better than existed before the damage or alteration.
- C. Licensee shall use the License Area solely for installing, operating, maintaining and repairing the Communication Equipment. The Communication Equipment is limited to the items listed in Section 1 and Exhibit A attached hereto, equivalent or smaller replacement equipment, and such other items as may be approved by the City in its sole discretion in writing.
- D. Licensee shall have a non-exclusive right for ingress and egress, seven days a week, 24 hours a day, on foot or motor vehicle for the construction, installation and maintenance of the Communication Equipment. In no event shall the softball field lighting, parking lot use or other uses or events in the Park be unreasonably interrupted by Licensee's work. Prior to entering upon the License Area, Licensee shall give the City's Parks and Recreation Director at least five business day's advance notice in the manner provided in Section 21 of this Agreement, or in the event of emergency repairs, such prior notice as may be practical. Vehicular access shall be limited to the area depicted on the Site Plan. The following additional restrictions shall apply during events at the Park:

- 1) Except in emergencies, Licensee shall not perform work in the License Area.
 - 2) Access shall be limited to no more than three workers, who must hand carry their tools, toolboxes and other materials from their parked vehicles without using hand trucks or other devices.
 - 3) Licensee shall not interfere in any way with the event.
- E. Licensee shall at all times have an on-call and at the City's access an active, qualified, competent and experienced representative to supervise the Communication Equipment. The representative shall be authorized to act for Licensee in matters pertaining to all emergencies and the day-to-day operations of the Communication Equipment. Such person need not be stationed at the Licensed Area. Licensee shall provide the City with the names, addresses and 24-hour telephone numbers of such persons in writing.
- F. Licensee shall operate the License Area in a first-class manner; shall furnish prompt, clean and courteous services; and shall keep the License Area attractively maintained, orderly, clean and sanitary at all times. Licensee shall not employ any persons in or about the License Area who fails to be clean, courteous, efficient, and neat in appearance.
- G. The Antennas shall match the color of the Pole. Licensee shall ensure that the Communication Equipment is properly designed so as not to create a risk of damage to the City's property.
- H. There shall be no guarantee number of parking places available for the License Area. Licensee's employees may park in the parking lot to the south of the License Area on a "first come, first served" basis or in such other areas as are designated by the City.
- I. Licensee acknowledges that Licensee's use of the License Area shall be subject to and subordinate to the City's operation of the Park, which will affect Licensee and the License Area. Licensee shall not use the License Area in a manner that adversely affects the City's use or operation of the Park. Subject to Section 11(B), the City reserves the right to further develop, maintain, repair, or improve the Park as it sees fit, regardless of the desires of Licensee, and without interference or hindrance.
- J. Licensee shall not install, operate, or allow the use of equipment, methodology or technology that may interfere with the optimum effective use or operation of the City's fire, emergency or other communication equipment, methodology or technology (i.e., voice or other data receiving or transmitting equipment) that is presently in use or may be in use in the future. If such interference occurs, Licensee shall immediately discontinue using such equipment, methodology or technology that causes the interference until corrective measures are taken. Any such corrective measures shall be made at no cost to the City. If the City installs any fire, emergency or communication equipment in the Park, Licensee will take reasonable corrective measures to avoid interference problems between Licensee's Communication

Equipment and the City's equipment. The City and Licensee shall promptly use their best reasonable efforts to resolve any interference problems; provided, that if the interference problems are unavoidable, the City's right to use the City's own equipment remains paramount to any use of the License Area by Licensee.

- K. Licensee shall not install any signs in the Park other than required safety warning signs or such other signs as are requested or approved by the City. Licensee shall bear all costs pertaining to the erection, installation, maintenance and removal of all signs.

7. HAZARDOUS WASTE

Licensee shall not, upon or about the Park, produce, dispose, transport, treat, use or store any hazardous waste or toxic substance subject to regulation under the Arizona Hazardous Waste Management Act, A.R.S. Sec. 49-901 et seq. the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. 2601 et seq., or any other federal, state or local law pertaining to hazardous waste or toxic substances. The preceding sentence does not apply to proper and lawful use of properly maintained "gel-cel" batteries supplying backup electrical power to the Communication Equipment. Licensee shall not use the Park in a manner inconsistent with any regulations, permits or approvals issued by the Arizona Department of Health Services. Licensee shall defend, indemnify and hold the City harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance on or affecting the Park attributable to or caused in any way by Licensee or otherwise relating to this Agreement, and shall immediately notify the City of any hazardous waste or toxic substance at any time discovered or existing upon the Park. Licensee shall promptly and without a request by the City, provide the City with copies of all written communications between Licensee and any governmental agency concerning environmental inquiries, reports, or problems in the Park.

8. LICENSEE'S IMPROVEMENTS; GENERAL REQUIREMENTS.

The following provisions shall govern all improvements, repairs, installation and other construction, removal, demolition or similar work of any description by Licensee related to the Communication Equipment or the License Area (collectively referred to as "Licensee's Improvements"):

- A. All of Licensee's Improvements shall be designed and purchased at Licensee's sole expense. In no event, including termination of this Agreement for any reason, shall the City be obligated to compensate Licensee in any manner for any of Licensee's Improvements or other work provided by Licensee during or related to this Agreement. Licensee shall timely pay for all such labor, materials and work and all professional and other services related thereto and shall defend, indemnify and hold harmless the City against all such claims.
- B. All work performed in the License Area by Licensee shall be performed in a workmanlike manner, as reasonably determined by the City, and shall be diligently pursued to completion and in conformance with all building codes and similar rules. All of Licensee's Improvements shall be high quality, safe, fire resistant, modern in design and attractive in appearance, all as approved by the City.

- C. All of Licensee's Improvements (except for the Communication Equipment) shall become fixtures and part of the City's real property.
- D. Licensee acknowledges that as of the Effective Date, the City has not approved or promised to approve any plans for Licensee's Improvements, except to the extent expressly stated in this Agreement.
- E. Licensee shall diligently pursue the installation of all approved Licensee's Improvements and shall complete installation of all Licensee's Improvements no later than six months after the Effective Date.
- F. Licensee shall make no structural or grading alterations, modifications, additions or other significant construction work to the License Area without having first received the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Such review shall include all improvements, equipment, fixtures, paint and other construction work of any description as described in all plans delivered by Licensee to the City. All such plans and construction are subject to inspection and final approval by the City as to colors, materials, site plan, design, function and appearance.
- G. All changes to utility facilities shall be limited to the License Area and shall be undertaken by Licensee only with the written consent of the City, which consent shall not be unreasonably withheld.
- H. All of Licensee's Improvements shall be designed so as to present uniformity of design, function, appearance and quality throughout and consistency with other improvements located in the Park.
- I. The following procedure shall govern Licensee's submission to the City of all plans for the License Area and Licensee's Improvements, including any proposed changes by Licensee of previously approved plans:
 - 1) Licensee shall coordinate with the City as necessary on significant design issues prior to preparing plans to be submitted hereunder.
 - 2) Upon execution of this Agreement, the City and Licensee shall each designate a project manager to coordinate the parties' participation in designing and constructing Licensee's Improvements. Each project manager shall devote such time and efforts to the project as may be necessary for timely, good faith and convenient coordination among all persons involved with the project and compliance with this Agreement. The City's project manager will not be exclusively assigned to this License or Licensee's Improvements.
 - 3) No plans shall be deemed approved until stamped "APPROVED" and dated by the City's project manager.

- 4) No final plans shall be deemed approved until Licensee delivers to the City a formal certification by an engineer licensed in Arizona and acceptable to the City to the effect that all of Licensee's Improvements are properly designed to be safe and functional as designed and as required by this Agreement. Such certification shall be accompanied by and refer to such backup information and analysis as the City may reasonably require.
 - 5) Licensee acknowledges that the City's project manager's authority with respect to the License Area is limited to the administration of the requirements of this Agreement. Licensee shall be responsible to secure all zoning approvals, design revisions or other governmental approvals and to satisfy all governmental requirements pertaining to the project and shall not rely on the City or the City's project manager for any of the same.
 - 6) The City's issuance of building permits shall not constitute approval of any plans for purposes of this Agreement. The City's project manager shall be reasonably available to coordinate and assist Licensee in working through issues that may arise in connection with such plan approvals and requirements.
 - 7) Licensee shall, in the submittal of all plans, allow adequate time for all communications and plan revisions necessary to obtain approvals and shall schedule its performances hereunder and revise its plans as necessary to timely obtain all approvals.
 - 8) City' failure to timely review Licensee's plans, mark Licensee's plans with changes necessary in order to approve the plans, or approve the revised plans in accordance with the City's normal plan review procedures shall not be deemed to be an approval of the plans but shall operate to extend Licensee's construction deadlines.
 - 9) The parties shall use their best reasonable efforts to resolve any design and construction issues to their mutual satisfaction but, in the event of an impasse for any reason, final decision authority regarding all design and construction issues shall rest with the City in its reasonable discretion.
 - 10) Licensee shall provide the City with two complete sets of detailed plans and specifications of the work as completed.
- J. Prior to the commencement of any construction on the License Area, Licensee shall provide the City with payment and performance bonds in amounts equal to the full amount of the written construction contract pursuant to which such construction is to be done. The payment bond shall be solely for the protection of claimants supplying labor or materials for the required construction work, and the performance bond shall be solely for the protection of the City, conditioned up on the faithful performance of the required construction work. Each bond shall be executed by a surety company duly authorized to do business in Arizona and acceptable to the City.

9. INTENTIONALLY DELETED.

10. MAINTENANCE.

Licensee shall, at its own cost, have all responsibilities for improvements to and maintenance of the License Area during the term of this Agreement, except that Licensee is not obligated to maintain the City's lights on the Pole.

11. CO-LOCATION.

- A. Subject to Subsection B below, Licensee shall at all times use its best reasonable efforts to cooperate with the City and any third parties with regard to the possible co-location of additional communication equipment in the Park. If such co-location is feasible, the City shall have the right, in its sole discretion, to negotiate a co-location agreement with any third party on such terms as the City deems appropriate, and the City shall not need Licensee's approval for the same. Any rent or fees paid by a co-locator shall belong solely to the City.
- B. Prior to permitting the installation by any third party in the Park or any additional communication equipment which may interfere with Licensee's operation of the Communication Equipment, the City shall give Licensee a 30-day notice of such proposed additional equipment so that Licensee can determine if the additional equipment will interfere with the Communication Equipment. If Licensee determines that such interference will occur, Licensee shall, within the 30-day notice period, give the City a detailed written explanation of the anticipated interference, including such supporting documentation as may be reasonably necessary for the City to evaluate Licensee's position. The City and Licensee shall promptly use reasonable efforts to resolve any interference problems before the City permits the third party to operate its proposed equipment.

12. ASSIGNMENT.

- A. Licensee may assign this License, upon a 30-day written notice to the City, to any entity controlling, controlled by or under common ownership with Licensee, or to any entity that, after first receiving all necessary F.C.C. and State regulatory agency approvals, acquires Licensee's radio communications business and assumes all obligations of Licensee under this Agreement. The City may, as a condition of approval, require that any potential transferee submit biographical and financial information to the City at least 60 days prior to any transfer of Licensee's interest.
- B. Licensee may, upon notice to the City, mortgage or grant a security interest in this Agreement and the Communication Equipment, and may assign this Agreement and the Communication Equipment to any mortgagees, deed of trust beneficiaries or holders of security interests, including their successors or assigns ("Mortgagees"), provided such Mortgagees agree to be bound by the terms of this Agreement. In such event, the City shall execute such consent to financing as may be reasonably

required by Mortgagees. In no event will the Licensee grant or attempt to grant a security interest in the Real Property of the Licensed Area.

- C. Subject to Subsections A and B above, Licensee shall not assign or sublease any of its interest under this Agreement, nor permit any other person to occupy the License Area.

13. PERFORMANCE BOND.

In addition to any other bond required by this Agreement, Licensee shall, before signing this Agreement, provide the City with a cash deposit, letter of credit or performance bond in the amount of \$20,000. The performance bond shall be conditioned upon Licensee's faithful performance of all of its obligations under this Agreement. The bond shall be executed by a surety company duly authorized to do business in Arizona and acceptable to the City's Risk Manager.

14. RECORDS RE: REGULATORY AGENCIES, SERVICES, FINANCIALS, AND BANKRUPTCY.

- A. The Licensee shall provide to the City:
 - 1) All relevant petitions, applications, communications and reports submitted by the Licensee to the F.C.C., or any other Federal or State regulatory commission or agency having jurisdiction that directly relates to the Licensee's communications equipment in the City;
 - 2) All documentation concerning all services of whatever nature being offered or provided by the Licensee over such facilities. Copies of responses from such regulatory agencies to the Licensee shall be available to the City upon request.
- B. To the extent permitted by Arizona's Public Records Law (A.R.S. Sec. 39-121 et seq.), the City shall treat all documentation and information obtained pursuant to this Subsection as proprietary.
- C. The Licensee shall provide the City, without request, with copies of any pending application communications or other documents related to any filing by the Licensee of bankruptcy, receivership or trusteeship.
- D. The Licensee shall provide updated 10Q financial reports for review by the City's Chief Financial Officer ("C.F.O.") on an annual basis upon City's written request. The financial reports will be presented in an acceptable accounting standard format approved by the C.F.O.

15. DEFAULT; TERMINATION BY CITY.

- A. The City may terminate this Agreement by giving Licensee a 30-day written notice after the happening of any of the following events:

- 1) The failure of Licensee to perform any of its obligations under this Agreement, provided that Licensee fails to cure its default within said 30-day notice period;
 - 2) The taking of possession for a period of 10 days or more of substantially all of the personal property used in the License Area belonging to Licensee by or pursuant to lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator; or
 - 3) The filing of any lien against the Park because of any act or omission of Licensee that is not discharged within 30 days of receipt of actual notice by Licensee.
- B. The City may place Licensee in default of this Agreement by giving Licensee a 15-day written notice of Licensee's failure to timely pay the rent provided for herein or any other charges required to be paid by Licensee pursuant to this Agreement. During the 15-day notice period, Licensee shall cure said default; otherwise, the City may elect to terminate this Agreement or to exercise any other remedy allowed by law or equity.
- C. If Licensee, through any fault of its own, at any time fails to maintain all insurance coverage required by this Agreement, the City shall have the right, upon written notice to Licensee, to immediately terminate this Agreement or to secure the required insurance at Licensee's expense.
- D. Intentionally Deleted.
- E. Failure by the City to take any authorized action upon default by Licensee of any of its obligations hereunder shall not constitute a waiver of said default nor of any subsequent default by Licensee. Acceptance of rent and other fees by the City under the terms hereof for any period after a default by Licensee of any of its obligations shall not be deemed a waiver or estoppel of the City's right to terminate this Agreement for any subsequent failure by Licensee to comply with its obligations.
- F. Upon the termination of this Agreement for any reason, all rights of the Licensee shall terminate, including all rights of the Licensee's creditors, trustees and assigns, and all others similarly situated as to the License Area.

16. TERMINATION.

Either party may terminate this Agreement at any time that it is not in default in its obligations by giving the other party written notice after the happening of any of the following events:

- A. Issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining Licensee's use of any portion of the License Area and the remaining in force of such injunction for a period of 30 consecutive days;

- B. The inability of Licensee to use any substantial portion of the License Area for a period of 30 consecutive days due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, Acts of God or the public enemy;
- C. Upon a 90-day written notice, if Licensee is unable to obtain or maintain any license, permit or governmental approval necessary to the construction, installation or operation of the Communication Equipment or Licensee's business;
- D. Upon a 90-day written notice, if the License Area or the Communication Equipment is unacceptable under Licensee's design or engineering specifications for the communication system to which the Communication Equipment belongs, or is unacceptable for either party's other reasonable business purposes; or
- E. If the License Area or the Communication Equipment are destroyed or damaged so as in either party's reasonable judgment to substantially and adversely affect the use of the Communication Equipment. In such event, Licensee shall be entitled to a refund of any prepaid rent.

17. INDEMNIFICATION.

Licensee shall defend, indemnify and hold harmless the City and its elected or appointed officials, agents, boards, commissions and employees from all loss, damages or claims of whatever nature, including attorney's fees, expert witness fees and costs of litigation, that arise out of any act or omission of Licensee or its agents, employees and invitees in connection with Licensee's operations in the Park and that result directly or indirectly in the injury to or death of any person or the damage to or loss of any property, or that arise out of the failure of Licensee to comply with any provision of this Agreement. The City shall in all instances, except for loss, damages or claims resulting from the sole negligence of the City, be indemnified by Licensee against all such loss, damages or claims, regardless of whether the loss, damages or claims are caused in part by the negligence of the City. The City shall give Licensee prompt notice of any claim made or suit instituted that may subject Licensee to liability under this Section, and Licensee shall have the right to compromise and defend the same to the extent of its own interest. The City shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the City's selection without relieving Licensee of any obligations hereunder. Licensee's obligations hereunder shall survive any termination of this Agreement or Licensee's activities in the Park.

18. INSURANCE.

- A. Licensee shall procure and at all times maintain the following types and amounts of insurance for its operations in the Park:
 - 1) Commercial general liability and property damage insurance in the amount of \$1,000,000 combined single limit and catastrophic umbrella insurance in the amount of \$2,000,000 combined single limit in excess of the \$1,000,000 underlying coverage.

- 2) Comprehensive automobile liability insurance for all owned, non-owned and hired vehicles in the amount of \$1,000,000 per person and \$2,000,000 per accident for bodily injury and property damage per occurrence.
- 3) Such other insurance as the City's Risk Manager determines to be necessary for Licensee's operations.
- 4) Such insurance shall: (1) be in a form from a company with deductibles acceptable to the City's Risk Manager; (2) name the City as an additional insured; and (3) shall require a 30-day written notice to the City before modification or termination. The insurance must also include contractual liability coverage for the obligation of indemnity assumed in this Agreement. Licensee shall provide appropriate certificates of insurance to the City for all insurance policies required by this Section.

19. DAMAGE OR DESTRUCTION.

- A. If the License Area or any of Licensee's Improvements, insurable or uninsurable, are damaged or destroyed (except damage or destruction caused by Licensee as set forth in Subsection B below to such an extent Licensee is prevented from continuing operations, each party shall have the right, in its sole discretion and without cause, to terminate this Agreement by giving the other party written notice of such termination.
- B. If the License Area or any of Licensee's Improvements are damaged or destroyed by any cause whatsoever attributable in whole or in part to any act or omission of Licensee or its agents, employees or invitees, Subsection A above shall not apply and this Agreement shall continue in full force or effect. Licensee shall promptly repair or rebuild the License Area or Licensee's Improvements used by the City, including the Pole, and Licensee shall reimburse the City for all costs of such work.
- C. There shall be no obligation on the part of the City to reimburse Licensee for the loss or damage to fixtures, equipment or other personal property of Licensee, except for such loss or damage as is caused by the sole negligence of the City. Licensee, for its own protection, may separately insure such fixtures, equipment or other personal property as it so desires.

20. SURRENDER OF POSSESSION.

Upon the expiration or termination of this Agreement, Licensee's right to occupy the License Area and exercise the privileges and rights herein granted shall cease, and it shall surrender and leave the License Area in good condition, normal wear and tear excepted. Unless otherwise provided herein, all trade fixtures, equipment, and other personal property installed or placed by Licensee on the License Area shall remain the property of Licensee, and Licensee shall have the right at any time during the term of this Agreement, and for an additional period of 60 days after its expiration, to remove the same from the License Area; provided that Licensee is not in default of any of its obligations hereunder and that Licensee shall repair, at its sole cost, any damage caused by such removal. Any property not removed by Licensee within said 60-day period shall become a part

of the Park, and ownership thereto shall vest in the City; or the City may, at the Licensee's expense, have the property removed.

21. NOTICE.

Except as otherwise provided, all notices required or permitted to be given under this Agreement may be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

TO THE CITY: City of Glendale
 Attention: Construction Engineering Manager
 5850 West Glendale Avenue, Suite 315
 Glendale, AZ 85301

WITH A COPY TO: City of Glendale
 Attention: City Attorney
 5850 West Glendale Avenue, Suite 450
 Glendale, AZ 85301

TO LICENSEE: Cricket Communications, Inc.
 Attention: Property Manager
 5887 Copley Drive
 San Diego, CA 92111

WITH A COPY TO: Cricket Communications, Inc.
 Attention: Legal Department
 5887 Copley Drive
 San Diego, CA 92111

Any notice given by certified mail shall be deemed to be received on the next business day after the date of mailing. Either party may designate in writing a different address for notice purposes pursuant to this Section.

22. SEVERABILITY.

Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, the remaining terms shall remain effective, provided that elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations.

23. TAXES AND LICENSES.

A. Licensee shall pay any leasehold tax, possessory-interest tax, sales tax, personal property tax, transaction privilege tax or other exaction assessed or assessable as a result of its occupancy of the License Area under authority of this Agreement, including any such tax assessable on the City. In the event that laws or judicial

decisions result in the imposition of a real property tax on the interest of the City, such tax shall also be paid by Licensee for the period this Agreement is in effect.

- B. Licensee acknowledges that it may be a "prime lessee," as defined in A.R.S. Sec. 42-1901, and that it may be subject to excise tax liability under this Agreement pursuant to A.R.S., Title 42, Chapter 13 as a prime lessee of a government property improvement. Licensee further acknowledges that any failure by Licensee to pay taxes due under A.R.S., Title 42, Chapter 13 after notice and an opportunity to cure shall constitute a default that could result in divesting of any interest in or right to occupancy of the License Area.
- C. Licensee shall, at its own cost, obtain and maintain in full force and effect during the term of this Agreement all licenses and permits required for all activities authorized by this Agreement.

24. LITIGATION.

This Agreement shall be governed by the laws of the State of Arizona.

25. RULES AND REGULATIONS.

Licensee shall at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its operations and the Park including all laws, ordinances, rules and regulations adopted after the Effective Date. Licensee shall display to the City, upon request, any permits, licenses or other evidence of compliance with such laws.

26. RIGHT OF ENTRY RESERVED.

- A. The City shall have the right at all times to enter upon the License Area for any lawful purpose, provided such action does not unreasonably interfere with Licensee's use or occupancy of the License Area and that the City shall have access to the: Communication Equipment itself only with a 24-hour notice, except in emergency situations.
- B. Without limiting the generality of Subsection A above, the City and any furnisher of utilities and other services shall have the right, at their own cost, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the License Area at all times to make such repairs, replacements or alterations that may, in the opinion of the City, be deemed necessary or advisable and from time to time to construct or install over, in or under the License Area such systems or parts thereof and, in connection with such maintenance, use the License Area for access to other parts of the Park; provided that in the exercise of such right of access, repair, alteration or new construction, the City shall not unreasonably interfere with the use and occupancy of the License Area by Licensee.
- C. If any of Licensee's Improvements shall obstruct the access of the City or any utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems in the Park, and thus shall interfere with the inspection,

maintenance or repair of any such system, Licensee shall promptly provide necessary access, as directed by the City or utility company, to the system for inspection, maintenance or repair.

- D. Exercise of any of the foregoing rights by the City or others pursuant to the City's rights shall not constitute an eviction of Licensee, nor be made the grounds for any abatement of rent or claim for damages.

27. MISCELLANEOUS.

This Agreement constitutes the entire agreement between the parties concerning the matters contained herein and supersedes all prior negotiations, understandings and agreements between the parties concerning such matters. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its terms and shall not be construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Agreement may be waived or modified except by a writing signed by the party against whom such waiver or modification is sought to be enforced. The terms of this Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.

[SIGNATURES ON NEXT PAGE]

EXECUTED on the date listed above.

CITY OF GLENDALE, an Arizona
municipal corporation



Horatio Skeete, Acting City Manager

ATTEST:



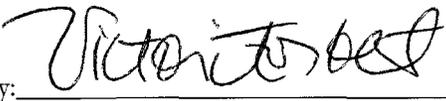
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Craig Tindall, City Attorney

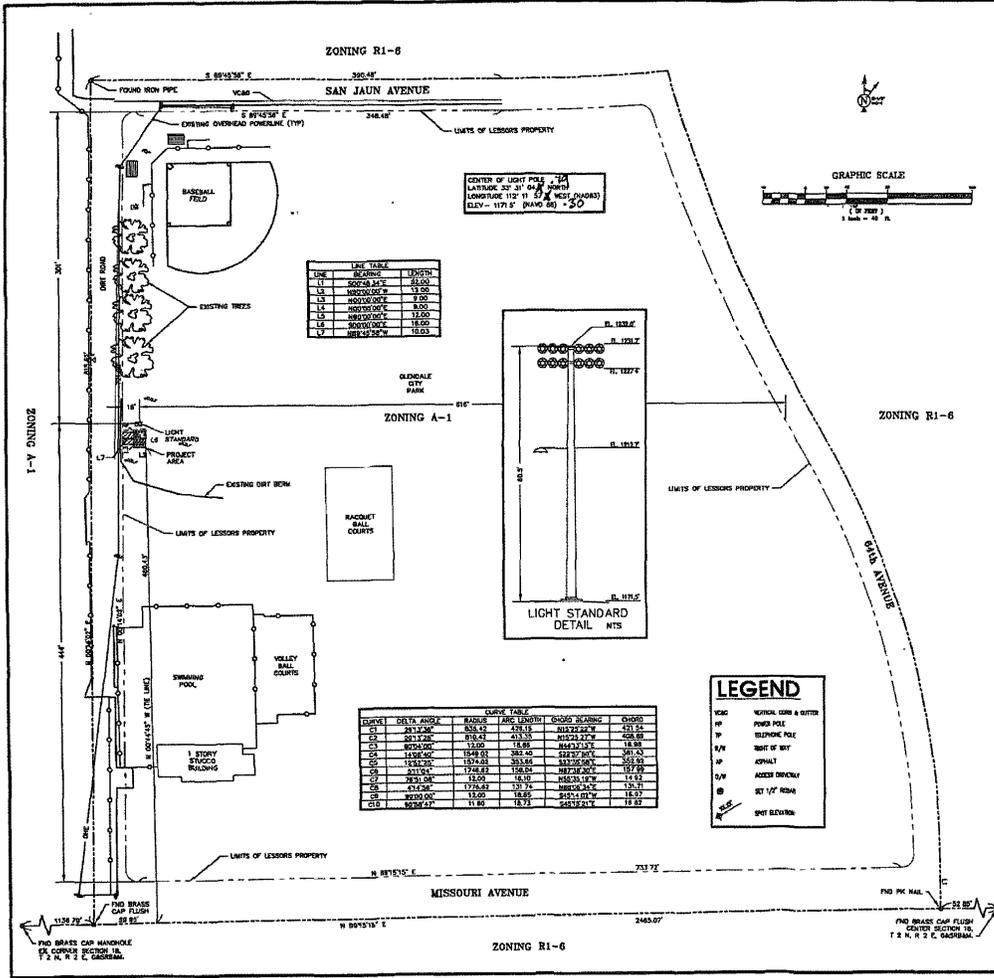
CRICKET COMMUNICATIONS, INC.,
a Delaware corporation authorized to do business
in Arizona

By: 

Victoria Forbes
Its: _____ **Director, National Real Estate**

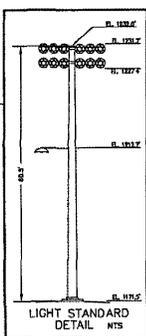
EXHIBIT A

EXHIBIT B



LINE TABLE

| LINE | BEARING | LENGTH |
|------|---------------|--------|
| 1 | S 89°15'30" E | 390.00 |
| 2 | S 89°15'30" E | 390.00 |
| 3 | S 89°15'30" E | 390.00 |
| 4 | S 89°15'30" E | 390.00 |
| 5 | S 89°15'30" E | 390.00 |
| 6 | S 89°15'30" E | 390.00 |
| 7 | S 89°15'30" E | 390.00 |



CURVE TABLE

| CURVE | DELTA ANGLE | RADIUS | CHORD | CHORD BEARING | CHORD |
|-------|-------------|--------|--------|---------------|--------|
| C1 | 281.736° | 636.12 | 239.15 | S 89°22'22" W | 421.54 |
| C2 | 281.736° | 636.12 | 239.15 | S 89°22'22" W | 421.54 |
| C3 | 80.24100° | 13.00 | 18.80 | S 84°22'13" E | 18.80 |
| C4 | 119.84500° | 14.00 | 20.00 | S 82°22'30" E | 20.00 |
| C5 | 133.330° | 15.00 | 21.00 | S 81°22'30" E | 21.00 |
| C6 | 143.141° | 16.00 | 22.00 | S 80°22'30" E | 22.00 |
| C7 | 150.000° | 17.00 | 23.00 | S 79°22'30" E | 23.00 |
| C8 | 154.366° | 18.00 | 24.00 | S 78°22'30" E | 24.00 |
| C9 | 156.667° | 19.00 | 25.00 | S 77°22'30" E | 25.00 |
| C10 | 157.350° | 20.00 | 26.00 | S 76°22'30" E | 26.00 |

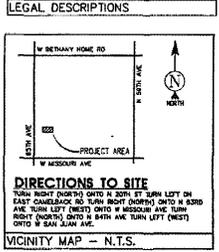
LEGEND

| | |
|------|----------------------|
| VC&B | NOTICE CORN & GUTTER |
| HP | POWER POLE |
| BP | BELONGING POLE |
| SP | SPOT OF SOIL |
| AP | APRINT |
| D/W | ACCESS DRIVEWAY |
| SB | SET 1/2" REBAR |
| BL | BLK ELEVATION |

LESSOR'S LEGAL DESCRIPTION
TRACT 7A WATYVALE TERRACE NO. 20A ACCORDING TO THE PLAN OF RECORD IN THE OFFICE OF THE MARICOPA COUNTY RECORDER IN BOOK 76 OF MAPS, PAGE 15, RECORDS OF MARICOPA COUNTY, ARIZONA.

LEASE AREA LEGAL DESCRIPTION
ALL THAT PORTION OF SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 2 EAST OF THE 11th AND 12th RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 18;
THENCE NORTH 80 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 132.00 FEET;
THENCE NORTH 80 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 8.00 FEET TO A POINT, HEREAFTER BEING AS POINT A;
THENCE NORTH 80 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 8.00 FEET;
THENCE NORTH 80 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 8.00 FEET;
THENCE SOUTH 80 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

ACCESS AND UTILITY EASEMENTS
THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 2 EAST OF THE 11th AND 12th RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING A 12 FOOT WIDE ACCESS EASEMENT, THE CONTROLS OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT SAID POINT A;
THENCE NORTH 80 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.



BENCHMARK
PROJECT
FOUND BRASS CAP IN HANDHOLE INTERSECTION OF 6TH AVENUE AND MISSOURI AVENUE, GLENDALE, THE CITY OF PHOENIX (DATA)

BASIS OF BEARING
BEARINGS SHOWN HEREON ARE GEODETIC, DETERMINED BY GPS OBSERVATION.

SURVEY DATE
10/27/08

SURVEYOR'S NOTES
A TITLE REPORT HAS NOT BEEN PROVIDED BY THE TITLE SURVEYOR. ANY ENCUMBRANCES OR OTHER ITEMS CONTAINED THEREIN ARE THE RESPONSIBILITY OF THE CONTRACTOR AND HAVE NOT BEEN PLOTTED. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.

UTILITY NOTES
SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN ON THESE LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT ALL UTILITIES PRIOR TO CONSTRUCTION. THE LOCATION AND/OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

PROJECT INFORMATION

cricket
communications
4000 EAST WILLOW AVENUE
PHOENIX, ARIZONA 85018

Lucent Technologies
Bell Labs Innovations
2111 EAST WILLOW AVE
PHOENIX, ARIZONA 85018

INTERNATIONAL
SOUTHWEST ARIZONA
2111 EAST WILLOW AVE
PHOENIX, ARIZONA 85018

SCHMIDT CONSULTING INC.
4300 NO. MILLER ROAD, SUITE 2121
SCOTTSDALE, ARIZONA
OFFICE - (480) 874-1310
FAX - (480) 874-1420

| REVISIONS | |
|-----------|--------------------|
| NO | DATE DESCRIPTION |
| 1 | 10/11/08 SUBMITTAL |
| | |
| | |
| | |

SITE NUMBER
PHX-116

SITE NAME
O'NEIL PARK

ADDRESS
**6448 W. MISSOURI AVE.
GLENDALE, AZ 85301**

SHEET TITLE
**TOPOGRAPHIC
SITE SURVEY**

SHEET NUMBER
C-1

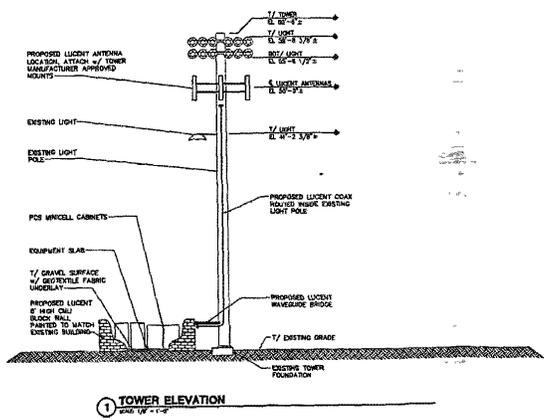
CAD #SC292 PLOT SCALE: 1"=40'

ANTENNA AND COAXIAL CABLE SCHEDULE

| SECTOR | ANTENNA TYPE | COAXIAL CABLE DOWN TOW LOCATION | ASSEMBLY | ANTENNA HANGING | COAXIAL CABLE LENGTH |
|-----------|---------------------------|---------------------------------|----------|-----------------|----------------------|-----------------|----------------------|-----------------|----------------------|-----------------|----------------------|
| ONE (1) | EYES-18-22-20L1 FUTURE | CENTER | 2" | 400' | 20' | 7/8" | YELLOW/WHITE | 1/2" | YELLOW/WHITE | 1/2" | YELLOW/WHITE |
| TWO (2) | EYES-18-22-20R1 FUTURE | CENTER | 2" | 400' | 20' | 7/8" | YELLOW/WHITE | 1/2" | YELLOW/WHITE | 1/2" | YELLOW/WHITE |
| THREE (3) | EYES-18-22-20L2 FUTURE | CENTER | 2" | 400' | 20' | 7/8" | YELLOW/WHITE | 1/2" | YELLOW/WHITE | 1/2" | YELLOW/WHITE |
| FOUR (4) | EYES-18-22-20R2 FUTURE | CENTER | 2" | 400' | 20' | 7/8" | YELLOW/WHITE | 1/2" | YELLOW/WHITE | 1/2" | YELLOW/WHITE |

- NOTES:**
- ALL ANTENNAS TO BE FURNISHED w/ DOWN TILT BRACKET; CONTRACTOR SHALL COORDINATE PAUL DOWN TILT w/ RJ ENGINEER.
 - FIELD VERIFY FOR EXACT LOCUS BEFORE CABLES ARE CUT
 - ANY CHANGES TO THIS SCHEDULE SHALL BE NOTIFIED BY RJ ENGINEER.

| WIRE FUNCTION | WIRE GAUGE | WIRE TYPE | CONNECTION |
|------------------------------------|------------|-----------|------------|
| 120V TO MAINLINE | 12 | THHN | INDU/DUW |
| 120V TO ANTENNA | 14 | THHN | INDU/DUW |
| 120V TO ANTENNA | 14 | THHN | INDU/DUW |
| ONLY ON 1-5/8" CABLE INSTALLATIONS | | | 12-14 |



1 TOWER ELEVATION
SCALE: 1/4" = 1'-0"

- GENERAL NOTES:**
- ELEVATION IS FOR REFERENCE PURPOSE ONLY. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS.
 - CONTRACTOR SHALL PERFORM WORK DONE TO OR ON EXISTING STRUCTURE IN ACCORDANCE WITH OWNER PROVIDED STRUCTURAL ANALYSIS SEPARATE FROM SHIVE-HATTERY ENGINEERED DOCUMENTS.
 - ANTENNAS, COAX, SUPPORTS, ETC. SHALL BE PAINTED TO MATCH EXISTING COORDINATE EXACT COLOR w/ OWNER'S REPRESENTATIVE.
 - TOP OF ANTENNAS WILL NOT EXCEED BEYOND TOP OF LIGHTING POLE.

cricket
communications
4000 EAST CANTON COVER BLVD.
PHOENIX, ARIZONA 85018

INTERSTADIA
SOUTHWEST REGION
2111 EAST WILLOW
SUITE 400 PHOENIX
ARIZONA 85014

Lucent Technologies
Bell Labs Intellectual
2111 EAST WILLOW AVE
SUITE 400
PHOENIX, ARIZONA 85014

PLANS PREPARED BY
SHIVE-HATTERY
CORPORATION, INC. • 701 LEE STREET
DES PLAINES, ILLINOIS 60018
PHONE (847) 298-1163 FAX (847) 298-1165

PROJECT NO. **700901-0**

VENDOR INFORMATION

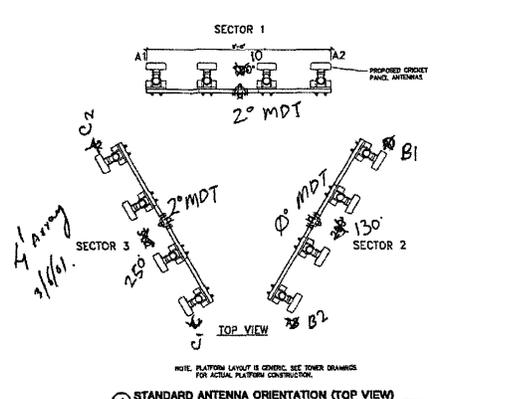
SCALE

| NO. | DATE | REVISION | BY |
|-----|----------|---------------|-----|
| 1 | 01/18/01 | ZONING REVIEW | CP |
| 2 | 02/08/01 | CONSTR REVIEW | JAC |
| | | | |
| | | | |
| | | | |
| | | | |

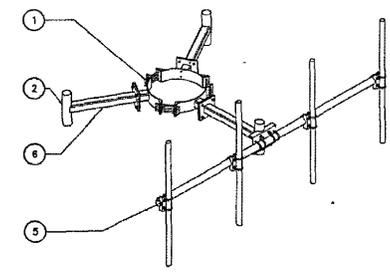
ONEIL PARK
PHX-116.A
6448 W. MISSOURI AVE
GLENDALE, AZ 85301
EXISTING LIGHTPOLE

SHEET NUMBER
C-3

11/17 DRAWINGS ARE NOT TO SCALE

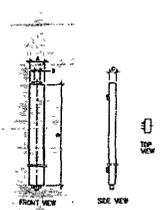


1 STANDARD ANTENNA ORIENTATION (TOP VIEW)
SCALE: NONE

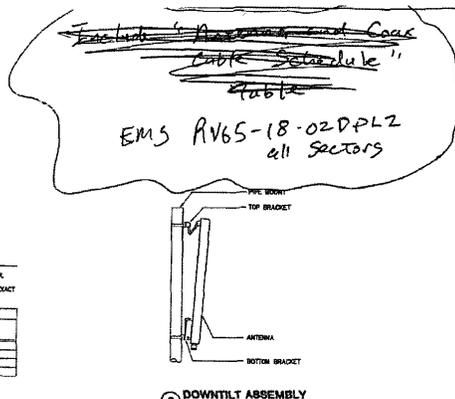


| Item | Part No. | Part Name | Description | QTY |
|------|-----------|------------------------------|-------------|-----|
| 1 | MT-002 | ROUND WOODEN POST | SEE TABLE # | 1 |
| 2 | MT-101 | BRACKET PIPE SUPPORT | ARM SET | 3 |
| 3 | MT-218R | 1/2" STD 8 FT - GALV. PIPE | | 3 |
| 4 | MT-218-72 | 1/2" CHUCKER CHAMFER BRACKET | | 3 |
| 5 | MT-218-72 | PIPE BRACKET SET 72" | | 18 |
| 6 | MT-218-72 | 1/2" STD 8 FT - GALV. PIPE | | 12 |
| 7 | MT-218-72 | 1/2" STD 8 FT - GALV. PIPE | | 6 |

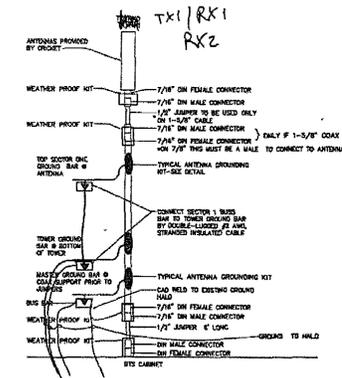
4 MTS 8" WIDE ANTENNA MOUNT DETAIL
SCALE: NONE



2 PANEL ANTENNA DETAIL
SCALE: NONE



3 DOWNTILT ASSEMBLY
SCALE: NONE



5 ANTENNA CONNECTIONS
SCALE: NONE

cricket
communications
4000 EAST COTTON CENTER BLVD.
PHOENIX, ARIZONA 85032

INTERNATIONAL
SOUTHWEST REGION
2111 EAST HOWLAND AVE.
SUITE 840
PHOENIX, ARIZONA 85024

Lucent Technologies
2111 EAST HOWLAND AVE.
SUITE 840
PHOENIX, ARIZONA 85024

PLANS PREPARED BY
SHIVE HATTERY
Cable Modem (A) - Iron City (A) - One Station (A)
Shive Hattery, Inc. 700 LES STREET
DES PLAINES, ILLINOIS 60018
PHONE (847) 298-7863 FAX (847) 258-1955

PROJECT NO.
700907-0

VENDOR INFORMATION

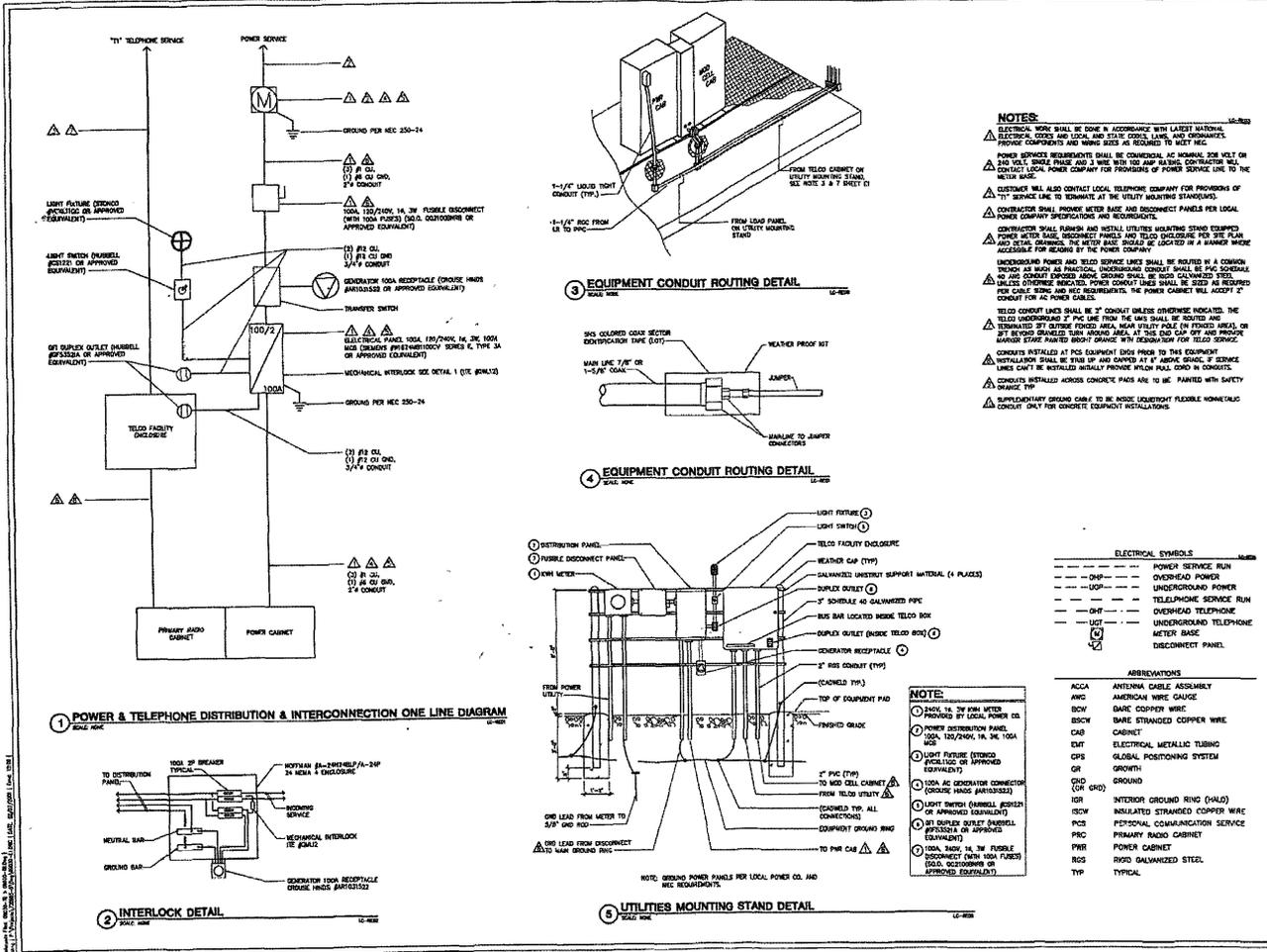
SEAL

| | | | |
|---|----------|---------------|-----|
| 1 | 01/18/01 | ZONING REVIEW | CR |
| 2 | 02/06/01 | CONSTR REVIEW | JAG |
| | | | |
| | | | |
| | | | |
| | | | |

O'NEIL PARK
PARK PHX-116.A
6448 W. MISSOURI AVE.
GLENDALE, AZ 85301
EXISTING LIGHTPOLE

SHEET NUMBER
C-4

11"X17" DRAWINGS ARE NOT TO SCALE



NOTES:

- 1. ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH LATEST NATIONAL ELECTRICAL CODES AND LOCAL AND STATE CODES, LAWS, AND ORDINANCES. PROVIDE COMPONENTS AND WIRING SIZES AS REQUIRED TO MEET NEC.
- 2. POWER SERVICE REQUIREMENTS SHALL BE COMMERCIAL AC 120/240V, 3Ø W, 60 HZ. 2Ø W, 240 VOLT, 3 WIRE WITH 100 AMP MAINS. CONTRACTOR SHALL CONTACT LOCAL POWER COMPANY FOR PROVIDING OF POWER SERVICE LINE TO THE METER BASE.
- 3. CUSTOMER WILL ALSO CONTACT LOCAL TELEPHONE COMPANY FOR PROVISIONS OF T-1 SERVICE LINE TO TERMINATE AT THE UTILITY MOUNTING STANDINGS.
- 4. CONTRACTOR SHALL PROVIDE METER BASE AND DISCONNECT PANELS PER LOCAL POWER COMPANY SPECIFICATIONS AND REQUIREMENTS.
- 5. CONTRACTOR SHALL FURNISH AND INSTALL UTILITIES MOUNTING STAND EQUIPPED WITH METER BASE, DISCONNECT PANELS AND T-1 SERVICE LINE FOR THE PLANT AND LOCAL CARRIER. THE METER BASE SHOULD BE LOCATED IN A SERVICE AREA ACCESSIBLE FOR REPAIR BY THE POWER COMPANY.
- 6. UNDERGROUND POWER AND T-1 SERVICE LINES SHALL BE ROUTED IN A COMMON TRENCH AS MUCH AS PRACTICAL. UNDERGROUND CONDUIT SHALL BE PVC SCHEDULE 40 AND CONDUIT BUNDLES ABOVE GROUND SHALL BE RIGID GALVANIZED STEEL. UNLESS OTHERWISE INDICATED, POWER CONDUIT LINES SHALL BE SIZED AS REQUIRED PER CODES AND NEC REQUIREMENTS. THE POWER CONDUIT WILL ACCORD TO CODES FOR ALL TYPES OF CABLES.
- 7. T-1 CONDUIT LINES SHALL BE 2" CONDUIT UNLESS OTHERWISE INDICATED. THE T-1 CONDUIT UNDERGROUND 2" PVC LINE FROM THE MOUNTING STAND SHALL BE SIZED AND TERMINATED BY EXTENDING ABOVE AREA NEAR UTILITY HOLE (BY TRENCH) OR BY TRENCH CHANNELS. THE MOUNTING STAND SHALL BE SIZED AS REQUIRED PER CODES AND NEC REQUIREMENTS. THE POWER CONDUIT WILL ACCORD TO CODES FOR ALL TYPES OF CABLES.
- 8. CONDUITS INSTALLED AT PCS EQUIPMENT SHOULD BE PROTECTED BY THE EQUIPMENT INSTALLATION SHALL BE 1/2" UP AND SHOWN AS 1" ABOVE GROUND. IF SERVICE LINES CAN'T BE INSTALLED IDEALLY PROVIDE W/IN WALL GROUND IN CONDUIT.
- 9. SUPPLEMENTARY GROUND CABLE TO BE MADE LIGHTWEIGHT FLEXIBLE NONMETALLIC CONDUIT ONLY FOR GROUND EQUIPMENT INSTALLATIONS.

cricket communications
 4500 EAST COTTON CENTER BLVD
 PHOENIX, ARIZONA 85018

INTERNATIONAL
 SOUTHWEST REGION
 3111 EAST HIGHLAND
 SUITE #118 PHOENIX, ARIZONA 85018

Lucent Technologies
 Best Labs Innovations
 3111 EAST HIGHLAND AVE.
 SUITE #118 PHOENIX, ARIZONA 85018

PLANS PREPARED BY
SHIVE-HATTERY
 Chief Electrician & Licensee No. 1 - Dale Shive, IA
 Master E. & Superintendent E. - Charles A.
 SHIVE-HATTERY, INC. 701 LEE STREET
 DICK PLAINES, ILLINOIS 60018
 PHONE (847) 298-1930 FAX (847) 298-1935

PROJECT NO: **700901-0**

VENDOR INFORMATION

SCALE

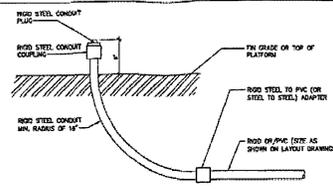
| NO. | DATE | REVISION | BY |
|-----|----------|---------------|-----|
| 1 | 01/16/01 | CONSTR REVIEW | CP |
| 2 | 02/08/01 | CONSTR REVIEW | JJS |

O'NEIL PARK
PHX-116A
 6448 W. MISSOURI AVE.
 GLENDALE, AZ 85301
 EXISTING LIGHTPOLE

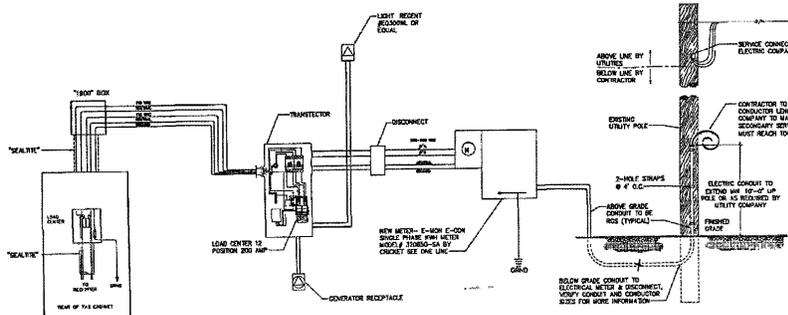
SHEET NUMBER
E-1

| Transtector LP-1 | |
|--------------------------|-------------|
| VOLTAGE | 120/240V |
| DESCRIPTION | 200A, 1PH |
| AC TVSS (Surge Protect.) | 60 1 2 20 0 |
| FAN & LIGHT | 15 5 8 80 |
| EXTERIOR LIGHT * | 15 7 8 80 |
| POWER CABINET * | 80 9 10 80 |
| | 80 11 12 80 |

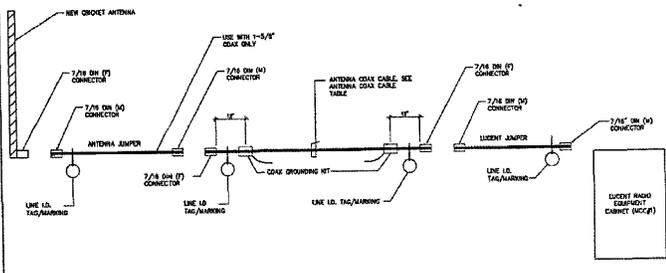
* CONTRACTOR TO PROVIDE & INSTALL BREAKERS NOT PROVIDED BY CABINET MANUFACTURER



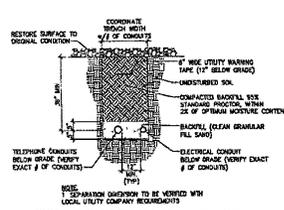
1 STUB-UP DETAIL



2 WIRE DIAGRAM



3 TYPICAL ANTENNA COAX SCHEMATIC



4 JOINT TRENCH ELECTRIC/TELEPHONE

GENERAL ELECTRICAL NOTES

1. SUBMITTAL OF BID INDICATES CONTRACTOR IS COORDINATOR OF ALL SITE CONDITIONS AND WORK TO BE PERFORMED UNDER THIS CONTRACT.
2. CONTRACTOR SHALL PERFORM NOTIFICATION, OBSERVATION, TESTS, AND EXAMINATION WORK PRIOR TO THE BEGINNING OF THE ELECTRICAL WORK AND THE ACTS OF CONSTRUCTION. CONTRACTOR SHALL ISSUE A WRITTEN NOTICE OF FINISH TO THE ARCHITECT LISTING MALFUNCTIONS, TAILY EQUIPMENT AND DISCREPANCIES.
3. HEIGHTS SHALL BE VERIFIED WITH OWNER PRIOR TO INSTALLATION.
4. THESE PLANS ARE DIAGRAMMATIC ONLY FOLLOW AS CLOSELY AS POSSIBLE.
5. EACH CONDUCTOR OF EVERY SYSTEM SHALL BE PERMANENTLY LABELED IN EACH FANTRAYING, PULLBOX, JUNCTION BOX, ETC., IN CONFORMANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA).
6. CONTRACTOR SHALL PROVIDE LABOR MATERIALS, WORKING EQUIPMENT, INSTALLATION, CONSTRUCTION TOOLS, TRANSPORTATION, ETC., FOR A COMPLETE AND PROPER OPERATIVE SYSTEM (DESIGNED THROUGHOUT) AND AS INDICATED ON DRAWINGS AS SPECIFIED HEREIN AND/OR AS OTHERWISE REQUIRED.
7. MATERIALS AND EQUIPMENT SHALL BE NEW AND IN PERFECT CONDITION WHEN INSTALLED AND SHALL BE OF THE BEST GRADE AND OF THE SAME MANUFACTURER THROUGHOUT FOR EACH CLASS OF EQUIPMENT. MATERIALS SHALL BE LISTED AND APPROVED BY UNDERWRITERS LABORATORY AND SHALL BE IN COMPLIANCE WITH ALL APPLICABLE CODES. APPROVAL MATERIALS SHALL MEET WITH APPROVAL OF THE DIVISION OF OCCUPATIONAL SAFETY AND HEALTH BEFORE BEING USED. MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH APPLICABLE STANDARDS ESTABLISHED BY AISC, IEEE AND NEMA.
8. CONTRACTOR SHALL CARRY OUT HIS WORK IN ACCORDANCE WITH GOVERNING STATE, COUNTY AND LOCAL CODES AND O.S.H.A.
9. CONTRACTOR SHALL SECURE NECESSARY READING PERMITS AND PAY REQUIRED FEES.
10. COMPLETE JOB SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF JOB ACCEPTANCE BY OWNER. ANY WORK, MATERIALS OR EQUIPMENT FOUND TO BE FAULTY DURING THAT PERIOD SHALL BE CORRECTED AT ONCE, AT OWNERS RISK AND AT OWNERS EXPENSE.
11. CONDUIT ONLY (C/O) SHALL HAVE A PULL WIRE OR ROPE.
12. PROVIDE PROJECT MANAGER WITH ONE SET OF COMPLETE ELECTRICAL "AS INSTALLED" DRAWINGS AT THE COMPLETION OF THE JOB, SHOWING ACTUAL DIMENSIONS, ROUTINGS, AND CIRCUITS.
13. RECOMMENDED OPERATING MANUALS, CATALOGS, SHOP DRAWINGS, ETC. SHALL BE SUBMITTED PRIOR TO WORK ON THIS CONDUIT.
14. USE 1-7/8" CONNECTIONS ON ALL CONDUITS WITH COMMON METAL.
15. CONDUITORS SHALL BE COPPER.
16. CIRCUIT BREAKERS, FUSES AND ELECTRICAL EQUIPMENT SHALL HAVE AN INTERRUPTING RATING NOT LESS THAN THE MAXIMUM SHORT CIRCUIT CURRENT TO WHICH THEY MAY BE EXPOSED AND A MINIMUM OF 10000 AIC.
17. THE ENTIRE ELECTRICAL INSTALLATION SHALL BE GROUNDED AS REQUIRED BY APPLICABLE CODES.
18. PATCH, REPAIR AND PAINT ANY AREA THAT HAS BEEN DAMAGED IN THE COURSE OF THE ELECTRICAL WORK.
19. IN DRILLING HOLES INTO CONCRETE WHETHER FOR PILING OR ANCHORS, REINFORCING OR OTHERWISE THROUGH THE FLOOR OR CONCRETE SLAB, PIPE, BARS, ETC., IT MUST BE CLEARLY UNDERSTOOD THAT TISSUES AND/OR REINFORCING BARS, ETC. WILL NOT BE DRILLED INTO, CUT OR DAMAGED UNDER ANY CIRCUMSTANCES.
20. LOCATION OF TISSUES AND/OR REINFORCING STEEL ARE NOT POSITIVELY KNOWN AND THEREFORE MUST BE SEARCHED FOR BY APPROPRIATE METHODS AND EQUIPMENT VIA T-POINT OR OTHER METHOD THAT CAN ACCURATELY LOCATE THE REINFORCING AND/OR STEEL TENDONS.
21. PENETRATIONS IN FIRE RATED WALLS SHALL BE STOPPED IN ACCORDANCE WITH SECTION 05 05 00 AND HAS THE SAME OF THE SECTION.
22. RECEPTACLES SHALL BE 20 AMPERE, 125 VOLT A.C. WHITE AS REQUIRED BY THE ARCHITECT OR APPROVED EQUAL.
23. PLASTIC PLATES FOR ALL SWITCHES, RECEPTACLES, TELEPHONE AND BLENDED OUTLETS, SHALL HAVE ENGRAVED LIGHTING WHERE INDICATED ON THE DRAWINGS. NEUTROPHOR RECEPTACLES SHALL HAVE PHOS. PROO. 1/4" RIBBED WORK COVERS.
24. WIRE AND CABLE CONDUITORS SHALL BE APPROVED AND BE AS SHOWN UNLESS PERMITTED UNLESS SPECIFICALLY NOTED OTHERWISE ON DRAWINGS.
25. WIRE SOCKET AMPERAGE, VOLTAGE, NUMBER OF PHASES SHALL BE AS NOTED ON THE DRAWINGS. MANUFACTURED BY SQUARE COMPANY OR APPROVED EQUAL.
26. MATERIALS SHALL BE U.L. LISTED.
27. CONDUITS:
 - A. RIGID CONDUIT SHALL BE U.L. LISTED GALVANIZED STEEL COATED WITH ZINC INTERIOR AND SHALL BE USED WHEN INSTALLED IN OR UNDER CONCRETE. SLIGHT CONTACT WITH THE EARTH OR OTHER PUBLIC BODIES, IN SUBSTRATE WALLS OR EXPOSED ON BUILDING EXTERIOR. RIGID CONDUIT IN CONTACT WITH EARTH SHALL BE U.L. LISTED BRASS OR WITH RUBBER SHEATH PROCESS NO. 3.
 - B. ELECTRICAL METALLIC TUBING SHALL HAVE U.L. LISTED. FITTINGS SHALL BE CLASSIFIED COMPRESSION TYPE. GHT SHALL BE USED ONLY FOR INTERIOR BUILDS.
 - C. FLEXIBLE METALLIC CONDUIT SHALL HAVE U.L. LISTED LABELS AND MAY BE USED WHERE PERMITTED BY CODE. FITTINGS SHALL BE CLASSIFIED COMPRESSION TYPE. SEAL NOT FLEXIBLE CONDUIT. ALL CONDUIT IN EXCESS OF 50 FEET IN LENGTH SHALL HAVE FULL SIZE BROWN WIRE.
 - D. UNDERGROUND CONDUIT SHALL BE PVC SCHEDULE 40 (UNLESS NOTED OTHERWISE) AT A MINIMUM DEPTH OF 36" BELOW GRADE.
 - E. ELECTRICAL EQUIPMENT SHALL BE LABELED WITH PERMANENT ENGRAVED PLASTIC LABELS.
28. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR CONNECTION OF TEMPORARY AND PERMANENT POWER TO THE SITE. THE TEMPORARY POWER AND ALL INCOME COSTS TO BE PAID BY CONTRACTOR.

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PROJECT NO. **700801-D**

VENDOR INFORMATION

SEAL

| | | | |
|---|----------|----------------|-----|
| 1 | 01/18/01 | ISSUE REVIEW | CP |
| 2 | 02/08/01 | CONSTR. REVIEW | JMS |

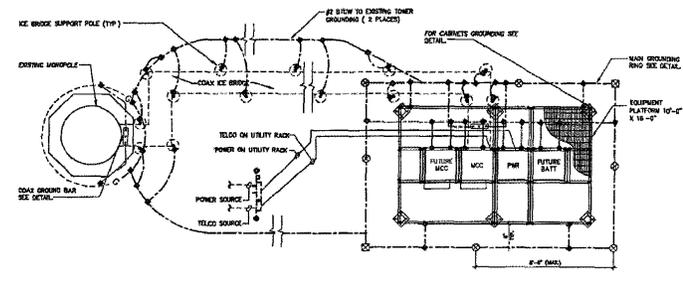
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6448 W. MISSOURI AVE
GLENDALE, AZ 85301
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SHEET NUMBER **E-2**

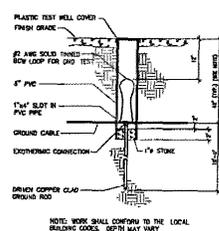
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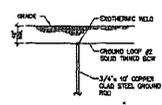
1 CADWELD DETAILS
SCALE: N/A



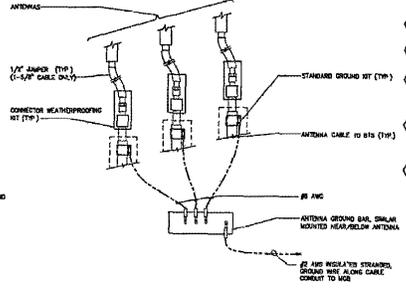
2 TYPICAL SITE GROUNDING PLAN
SCALE: N/A



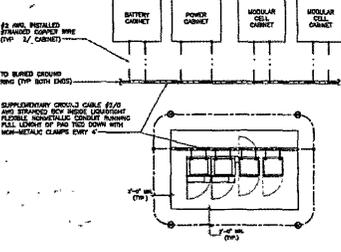
3 INSPECTION WELL DETAIL
SCALE: N/A



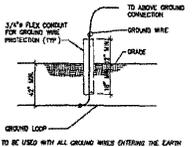
5 GROUND ROD
SCALE: N/A



7 GROUND WIRE TO GROUND BAR DETAIL
SCALE: N/A



4 EQUIPMENT GROUNDING DETAIL (EP-2)
SCALE: N/A



6 GROUND WIRE PROTECTION
SCALE: N/A

GROUNDING GENERAL NOTES:

1. ALL DETAILS ARE SHOWN IDEALLY. ACTUAL GROUNDING INSTALLATION AND CONSTRUCTION MAY VARY DUE TO SITE SPECIFIC CONDITIONS.
2. ALL EXTERIOR GROUNDING AND TOP OF GROUNDING RODS SHALL BE BURIED TO A MINIMUM DEPTH OF 30" BELOW FINISH GRADE, ELECTRIC METER GROUND RODS EXCEPTED.
3. ALL GROUNDING CONDUCTORS SHALL BE #2 SOLID TINED COPPER.
4. UPON COMPLETION OF WORK, CONDUCT CONTINUITY, SHORT CIRCUIT, AND FALL POTENTIAL GROUNDING TESTS FOR APPROVAL. TESTING IS TO BE PERFORMED BY A LICENSED ELECTRICAL CONTRACTOR. CLEAN PROGRESS OF ALL WORKS BEING DONE FROM WORK AND LEAVE WORK IN A COMPLETE AND UNCHANGED CONDITION.
5. NOTIFY PROJECT ENGINEER IF THERE ARE ANY DIFFICULTIES INSTALLING GROUNDING SYSTEM DUE TO SITE SPECIFIC CONDITIONS.
6. CHEMICAL CORROSION SHALL BE BY DUST-ROD OR APPROVED EQUAL, WHICH REQUIRED AND APPROVED BY PROJECT.
7. ALL UNDERGROUND GROUNDING CONDUCTORS ARE TO BE CADWELDED USING THE CADWELDING METHOD. REFER TO "CADWELD" CATALOG #200 FOR SPECIFIC CADWELDING INSTRUCTIONS. PART NO. WES-20-003 FOR 2 3/4" PORTS OR EQUAL.
8. GROUNDING CONDUCTORS SHALL BE SOLID TINED COPPER AND APPLICABLE #2.
9. GROUND RODS SHALL BE COPPER CLAD STEEL, 5/8" DIA AND 8' LONG, CORROSION OR APPROVED EQUAL.

GENERAL NOTES:

1. DETAILS ARE SHOWN IDEALLY. ACTUAL GROUNDING INSTALLATION AND CONSTRUCTION MAY VARY DUE TO SITE SPECIFIC CONDITIONS.
2. THE NUMBER BARS GROUNDING CABLE AND TOP OF GROUNDING RODS SHALL BE BURIED A MINIMUM DEPTH OF 3'-0" BELOW FINISH GRADE, OR 8' BELOW FRESH GRADE, UNLESS OTHERWISE SPECIFIED.
3. THE BURIED BARS GROUNDING CONDUCTORS SHALL BE #2 SOLID TINED COPPER CABLE.
4. GROUNDING SYSTEM SHALL BE TESTED PER SPECIFICATIONS AND SHALL HAVE A RESISTANCE TO EARTH OF 10 OHMS OR LESS, IF NOT TESTED OTHERWISE.
5. NOTIFY ENGINEER IF THERE ARE ANY DIFFICULTIES INSTALLING GROUNDING SYSTEM DUE TO SITE SPECIFIC CONDITIONS.
6. PROVIDE 10% OF GROUND WIRE COILED UP AT REMAINING LOCATION FOR FUTURE CONNECTIONS TO EQUIPMENT (CABINETS, MONITORS, COAX BRIDGE, ETC.), BEING INSTALLED AT A LATER DATE FROM THE GROUNDING INSTALLATION.

GROUNDING NOTES:

1. TOWER GROUNDING: EXTEND #2 TINED SOLID COPPER FROM BURIED GROUND ROD TO MONOPOLE BASE AND MAKE EXOTHERMIC CONNECTION, TYPICAL 2.
2. TOWER GROUNDING: EXTEND #2 TINED SOLID COPPER FROM BURIED GROUND ROD TO FOUR CORNER PORTS AND EXOTHERMICALLY WELD TO EACH GROUNDING DETAIL.
3. GATE GROUNDING: PROVIDE #2 AWG STRANDED COPPER FROM EACH GATE AND EXOTHERMICALLY WELD ALSO GROUND WIRE POSTS NEAR TO WIRE #.
4. COAX GROUNDING: EQUIPMENT TO BOTTOM OF CABLE FROM MONOPOLE OR MONOPOLE, EXTEND 12 INCH #2 TINED SOLID COPPER FROM BURIED GROUND ROD UP TO EACH GROUND BAR AND MAKE EXOTHERMIC CONNECTION TO GROUND BARS.
5. SUPPLEMENTARY GROUNDING: #2 AWG STRANDED COPPER FROM EACH BACK OF EQUIPMENT UNLESS OTHERWISE NOTED. NON-RELEASABLE CLAMPS EVERY 10" TO EQUIPMENT CABINETS. SHALL BE CONNECTED TO THIS GROUND CABLE BETWEEN THE GROUND CABLE SHALL BE CONNECTED TO THE BURIED GROUND ROD USING EXOTHERMIC WELD (CADWELD). SEE DETAILS FOR GROUNDING EQUIPMENT.
6. COAX CABLE FROM AT MONOPOLE AND EXTEND #2 AWG TINED SOLID COPPER FROM BURIED GROUND WIRE AND 120 INCH #2 AWG FROM SUPPLEMENTARY GROUNDING CABLE TO CABLE TYP. MAKE EXOTHERMIC CONNECTION TO CABLE TYP. & SUPPLEMENTARY GROUND CABLE.

| SYMBOL | DESCRIPTION |
|--------|--|
| ○ | GROUND ROD WITH ACCESS |
| ● | GROUND ROD |
| — | EXOTHERMIC WELD CONNECTION (CADWELD) |
| — | COMPRESSION TYPE CONNECTION (HOLE) |
| — | 1/2" LOCK WIRE BUSHING OR DOUBLE CRAMP "C" CLAMP |
| — | #2 AWG, TINED, SOLID BARE COPPER WIRE |
| — | #2 AWG, STRANDED INSULATED GREEN |

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PROJECT NO. 700801-0

VENDOR INFORMATION

SCALE

| NO. | DATE | REVISION | BY |
|-----|----------|---------------|-----|
| 1 | 01/18/01 | ZONING REVIEW | CP |
| 2 | 02/08/01 | CONSTR REVIEW | JLG |

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6448 W. MISSOURI AVE
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EXISTING LIGHTPOLE

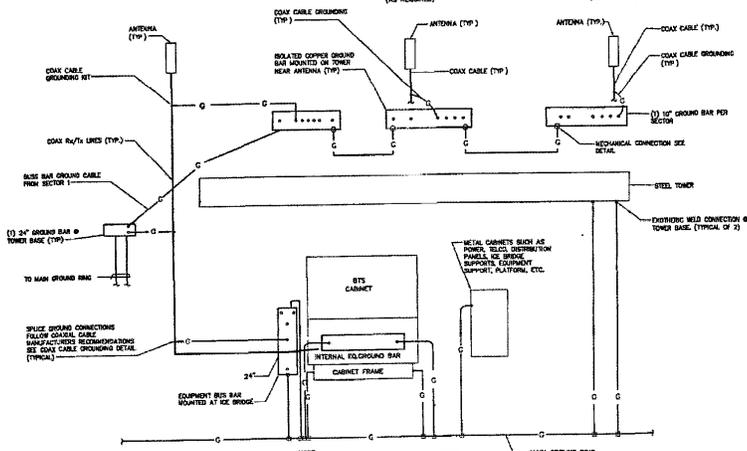
SHEET NUMBER **E-3**

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SECTOR 1

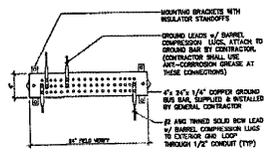
SECTOR 2
(AS REQUIRED)

SECTOR 3
(AS REQUIRED)

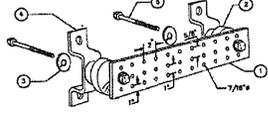


1 GROUNDING RISER SCHEMATIC

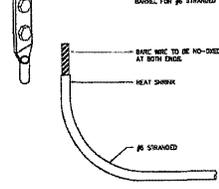
- NOTE:
- SEE STANDARD GROUNDING NOTES, SITE SPECIFIC DIMS AND SPECIFICATIONS FOR EQUIPMENT AND MATERIALS SHOWN HERE.
 - FOR CABINET GROUNDING SEE DETAIL.
 - = CAB WELD
 - = MECHANICAL CONNECTION



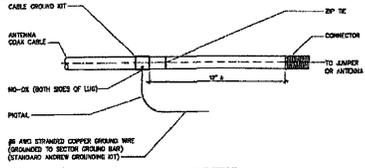
4 MAIN GROUND BAR



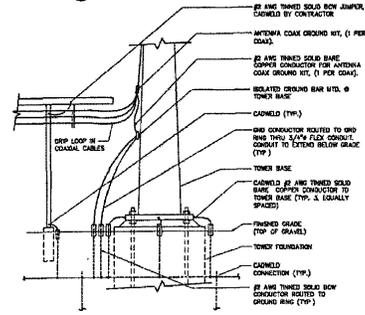
5 GROUND BAR DETAIL



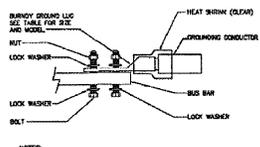
6 PIGTAIL LUG BREAK-DOWN DETAIL



2 (TYP) COAX GROUND KIT DETAIL



3 COAXIAL CABLE AND ICE BRIDGE GROUNDING DIAGRAM



7 GROUND LUG TO BUS BAR DETAIL

| WIRE SIZE | BURRY LUG | BOLT SIZE |
|-----------------|-----------|---------------------|
| #8 AWG | YALB-270M | 3/8" - 16 NC 3 BOLT |
| #8 AWG SOLID | YALB-270M | 3/8" - 16 NC 3 BOLT |
| #8 AWG STRANDED | YALB-270M | 3/8" - 16 NC 3 BOLT |
| #10 AWG | YALB-270M | 3/8" - 16 NC 3 BOLT |
| #10 AWG | YALB-270M | 3/8" - 16 NC 3 BOLT |
| #12 AWG | YALB-270M | 1/2" - 16 NC 3 BOLT |

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PROJECT NO. **700801-0**

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