

BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: May 2, 2017

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Sprint Spectrum Realty Company, LLC, a Delaware Limited Liability Company, ("Sprint").

Project Title/Description:

Tower License for Wireless Communications Facilities at the Nanini Governmental Center, 7300 N. Shannon Road ("Tower License"). LCP-0133/LIC-0275

Purpose:

The Tower License for Sprint allows Sprint to continue to use the County's tower at the Nanini Governmental Center located at 7300 N. Shannon Road, along with Sprint's existing equipment shelter at the Site. Sprint's prior Lease Agreement (CTN-IT-14*087) (the "Lease") expired on April 14, 2017. Sprint has requested a Tower License that is terminable on 180 days notice by either party. The Tower License is for a term of ten (10) years, and is renewable for an additional ten (10) year term upon the mutual written agreement of both parties.

Procurement Method:

D.29.4.XI.H "Other Non-Procurement Method".

Program Goals/Predicted Outcomes:

To stipulate the terms and conditions under which Sprint may install, operate and maintain wireless communications facilities on the communications tower owned by County and located at the Nanini Governmental Center at 7300 N. Shannon Road.

Public Benefit:

The Tower License allows Sprint to maintain wireless facilities on the County owned tower and to occupy ground space at the Site for its equipment shelter in order to operate and maintain wireless communications facilities for its cell phone customers in unincorporated Pima County.

Metrics Available to Measure Performance:

Sprint to provide certificate of insurance as stipulated in the Tower License; pay annual fees as provided on Exhibit C to the Tower License; obtain permits as required; to comply with Special Conditions, Facility Rules and Regulations and Security Procedures for Users as set forth in Exhibit B to the Tower License; and provide written notice of change to use of facility.

Retroactive:

The Tower License is retroactive to April 15, 2017, to allow for continuous use of the site. A short delay was experienced as a result of Sprint's internal procedures in reviewing the 5% fee escalator in the Tower License.

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TO: COB. 4.25.17 (2)
Ver. 1
Pgs. 24
Addendum

Procure Dept 04/25/17 PM 10:46

Original Information

Document Type: CTN Department Code: PW Contract Number (i.e.,15-123): 17*0195
Effective Date: 4-15-2017 Termination Date: 4-14-2027 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$ -0- ☒ Revenue Amount: \$ 238,778.70
Funding Source(s): IT General Fund

Cost to Pima County General Fund: _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e.,15-123): _____
Amendment No.: _____ AMS Version No.: _____
Effective Date: _____ New Termination Date: _____
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____
Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Michael D. Stofko

Department: Real Property Services

Telephone: 520-724-6667

Department Director Signature/Date: _____

4-11-2017

Deputy County Administrator Signature/Date: _____

4/21/17

County Administrator Signature/Date: _____

(Required for Board Agenda/Addendum Items)

C. R. Schubert

4/21/17

PIMA COUNTY DEPARTMENT OF:
INFORMATION TECHNOLOGY

PROJECT: TOWER LICENSE AGREEMENT

LICENSEE: Sprint Spectrum Realty Company,
LLC

AMOUNT: REVENUE \$238,778.70 (Est.)

FUNDING: GENERAL FUND

CONTRACT

NO. CTN-PW-17-195

AMENDMENT NO. _____

This number must appear on all
invoices, correspondence and
documents pertaining to this
contract.

TOWER LICENSE
FOR WIRELESS COMMUNICATIONS FACILITIES
(Nanini Governmental Center, 7300 N. Shannon Road)

This License is entered into between Pima County ("County"), a political subdivision of the State of Arizona, and Sprint Spectrum Realty Company, LLC, a Delaware Limited Liability Company ("Licensee"), and shall be effective April 15, 2017 (the "Effective Date"), and shall terminate ten (10) years from the Effective Date unless sooner terminated or further extended pursuant to the provisions of the License. The parties agree as follows:

1. LICENSE -- County hereby grants non-exclusive permission to Licensee to install, maintain, operate, and remove certain communications equipment ("the Equipment") on the tower located at the Nanini Governmental Center, 7300 N. Shannon Road, Tucson, Arizona ("the Site"), as well as the use of approximately 400 square feet of ground space as described on attached Exhibit A. The Equipment shall consist only of the equipment as described in Exhibit A. Any modifications to Exhibit A or additions or changes made to the Equipment as described therein shall be made only pursuant to a modification of this License pursuant to Paragraph 26.
2. SUITABILITY OF SITE -- Licensee has visited and inspected the Site, accepts the physical condition thereof, and acknowledges that no representations or warranties have been made to Licensee by County regarding the condition of the Site and/or the building, or regarding the suitability thereof for Licensee's use. Licensee is responsible for determining all aspects as to the acceptability and adequacy of the Site for Licensee's use.
3. INSTALLATIONS -- Licensee shall submit to County, for County's approval, detailed written plans and specifications as to installation of the Equipment. Installation of the Equipment shall be performed in accordance with Exhibit B (Special Conditions, Facility Rules and Regulations, and Security Procedures for Users). Any modifications to the facility shall be made only pursuant to a modification of this License pursuant to Paragraph 26. The location at which the Equipment is installed will be determined by County with consideration of the needs of Licensee, and based on good engineering practices, space utilization, engineering quality control of the Site and the requirements of County, all as hereby is acknowledged by Licensee. Licensee shall be solely responsible for ensuring that its Equipment is installed properly. Licensee will utilize the existing electric circuits at the Site. In the event that Licensee's power requirements exceed the existing capacity or power distribution, it will be Licensee's responsibility.

with the consent of County and performed according to code, to increase such capacity to meet its needs, provided County consents to such increase in capacity. In the event County does not consent to such an increase in existing capacity within thirty (30) days after the date upon which such request is made by Licensee, Licensee may void this License by giving County thirty (30) days' written notice, as its' sole remedy.

4. THIRD-PARTY INSTALLERS -- Licensee must obtain County's written consent to the use or employment of any third-party installer at the Site, which consent shall not be unreasonably withheld. Any third-party installer must submit to County a certificate of insurance naming County as an additional insured and protecting itself and County against any and all claims, demands, actions, judgments, costs, expenses, and liabilities that may arise out of or result, directly or indirectly, from its installation of Licensee's equipment at the Site. Such certificate of insurance must specifically indicate that the third-party installer has insurance specifically related to tower work if such installation involves a tower. Licensee shall be responsible and liable for any and all actions of any third-party installer, and for ensuring that the actions and work of any third-party installer are consistent with Licensee's obligations under this License and the exhibits hereto. County shall have the right to disapprove any third-party installer. Licensee's sole remedies in the event of such disapproval by County are (i) to seek County consent to a different installer or subcontractor or (ii) to void this License by giving County thirty (30) days' written notice. Any actions and work by a third-party installer shall be done in conformity with all applicable ordinances, codes, and technical standards, at Licensee's expense, and only with the consent of County and performed according to code. All third-party installer crews must have in their possession an installation form issued to them by County prior to the commencement of work at the Site. Licensee shall notify County at least twenty-four (24) hours prior to the commencement of work by any third-party installer.
5. INTERFERENCE -- Licensee has satisfied itself and hereby warrants that the Equipment is of a type and frequency that will not cause damage to the Site or surrounding property, or cause damage to or interference with electronic or other equipment and/or the television or radio reception of County or of residents and/or tenants of the Site. In the event the Equipment causes such damage or interference, Licensee shall cooperate with County in determining the source, and immediately will take all steps necessary to correct and eliminate the interference. If such interference cannot be eliminated within forty-eight hours after receipt of notice from County to Licensee of the existence of such interference, Licensee shall discontinue use of any equipment creating said interference (the "Interfering Equipment") by temporarily disconnecting the electric power and shutting down the Interfering Equipment (except for such intermittent operation as is necessary for the purpose of testing after the performance of any maintenance, repair, modification, replacement, or other action designed to correct such interference). If such interference is not corrected within thirty (30) days after receipt of the aforesaid notice, Licensee shall remove the Interfering Equipment from the Site. In the event that the cause of the interference cannot be pinpointed to a particular piece of equipment or system, Licensee shall disconnect the electric power and shut down all of its Equipment until such time as the interference problem is corrected. If such interference is not corrected within thirty (30) days after receipt of the aforesaid notice, Licensee shall remove its equipment from the Site within an additional ten (10) day period. This License shall then terminate without further obligation by either party, except with respect to those obligations then owing or past due, and except as may otherwise be enumerated specifically herein. Except to the extent any interruption of service of

licensee or interference with the operation of Licensee's equipment may be the result of the negligence of County or its employees or agents, County shall not be liable to Licensee for any interruption of service of Licensee or for interference with the operation of Licensee's equipment.

6. COMPLIANCE WITH STATUTES AND REGULATIONS -- Licensee's equipment shall be installed, operated, and maintained in accordance with the requirements and specifications of all laws, codes, and regulations of all governmental bodies and agencies having any jurisdiction thereover, including any rules and/or orders now in effect or that hereafter may be issued by the Federal Communications Commission ("FCC") and/or the United States Environmental Protection Agency ("EPA"), and in compliance with the relevant standards promulgated by the American National Standards Institute ("ANSI") and the obligations imposed by this License and the exhibits hereto. It is Licensee's responsibility to know and conform to these laws, codes, regulations, standards, and requirements, and to obtain all required permits prior to the date of installation of any equipment.

If facility generates greater than 325 brake horsepower (bhp), Licensee will be required to hold a Pima County permit (Pima County Code 17.12.140.B.3).

7. SERVICES BY COUNTY -- In the event that County provides repair, technical, removal, or other services (including but not being limited to legal or engineering services), directly or indirectly, to Licensee, Licensee shall reimburse County for Licensee's reasonable proportionate share (as determined by County) of the expenses and costs incurred by County in the provision of such services, not to exceed a total of one-hundred sixty-eight thousand dollars (\$168,000.00).
8. MAINTENANCE OF LICENSEE'S EQUIPMENT -- Licensee shall, at its own expense, operate and maintain any equipment that it installs at the Site in a safe condition, in good repair, and in a manner suitable to County so as not to conflict with the use of the Site or surrounding areas by County or any other authorized user thereof.
9. RESPONSIBILITY FOR LICENSEE'S EQUIPMENT -- Any equipment installed by Licensee shall remain the property of Licensee. Licensee agrees that County shall not bear any responsibility for Licensee's equipment, the operation, care, or security thereof, or the services provided thereby. Licensee further agrees that it shall have no right to demand that County or its agents or employees alter, maintain, or repair the Site, Licensee's equipment, or any other property or equipment, regardless of who might own or otherwise be responsible for such property or equipment. Licensee further acknowledges and agrees that, except to the extent any construction means, techniques, sequences, or procedures in connection with any work performed on the Site or any other property or equipment either by County or others may be the result of negligence of County or its employees or agents, County shall not bear any responsibility or liability to Licensee for construction means, techniques, sequences, or procedures in connection with any work performed on the Site or on any other property or equipment either by County or by others.
10. ACCESS -- County has the right to enter the licensed area for inspection, etc., with a written forty-eight (48) hour notice or without notice in the case of an emergency. Sprint has the right to access the site at any time with or without notice to perform emergency

repairs and access at any time with reasonable notice to perform routine and typical maintenance.

11. TERM, RENEWAL, AND TERMINATION -- This License shall be for a period of ten (10) years from the Effective Date, unless extended or terminated as provided herein.

The License is renewable for an additional ten (10) year period upon the mutual written agreement of both parties.

In addition to any other termination provisions set forth in this License, Licensee may terminate this License under the following circumstances by providing at least thirty (30) days' written notice to County: (i) in the event the actions or equipment of a third party (*i.e.*, a party other than County, Licensee, or the agents or employees of either) cause interference that results in a measurable diminution in the quality of Licensee's transmission or reception capability and that cannot be remedied after reasonable efforts to do so have been exhausted by Licensee and such third party, (ii) in the event that Licensee's FCC license is canceled or not renewed by the FCC through no fault of Licensee, or (iii) in the event that there is any unreasonable change to or denial of Licensee's access to the Site for the purposes of installing, modifying, inspecting, repairing, or removing Licensee's equipment.

Either party may terminate this License at any time with at least one-hundred eighty (180) days' notice to the other party.

Upon termination or revocation of this License, the Licensee shall leave the prefab building and electric box installed on the premises. Ownership of the building shall automatically vest in Pima County, a Body Politic, upon any termination or revocation of this license.

12. LICENSE FEE -- Licensee shall pay County Eighteen-Thousand Nine-Hundred Eighty-Four dollars (\$18,984.00) annually ("the License Fee"), commencing on the Effective Date and continuing thereafter for a total of ten (10) years (or such greater number of years as would be commensurate with any extension of the term of the License). County may, but is not required to send annual invoices as a courtesy to Licensee. There shall be an annual increase in the License Fee of five percent (5%) (See, Exhibit C Fee Schedule).

All payments will be made payable to the **Pima County Treasurer** and addressed to:

Pima County Revenue Management
130 W Congress
Mail Stop: DT-BAB6-401
Tucson, AZ 85701

If payment is not received within 30 days of the due date, Licensee shall pay interest (simple interest, not compounded) on the past due license fee amount or any other sum due under this license, at the rate of ten percent per annum as allowed by A.R.S §44-1201. Interest shall be calculated from the date due until paid.

13. ADDITIONAL PAYMENTS -- The License Fee set forth in Paragraph 12 shall be in addition to any other sums of money, charges, or other amounts required to be paid by

Licensee, whether to County or to any other entity. Such additional payments shall include that portion, if any, of any tax (including excise tax), fee, or other assessment attributable to Licensee's use of the Site or to the Site generally.

14. EXCISE TAX -- In addition to any other sums due under this License, Licensee shall pay to County, on or before December 1 of each year during the Term, any property-lease excise tax due under Title 42, Chapter 6, Article 5, Arizona Revised Statutes (A.R.S. § 42-6201, *et seq.*), as may be amended or re-numbered from time to time. Failure to pay any such taxes shall constitute an event of default for which this License may be terminated, and penalties and interest shall accrue as provided by law. If this License is exempt from such excise tax pursuant to A.R.S. § 42-6208, Licensee shall keep the information required by A.R.S. § 42-6204. County shall calculate the amount of tax on the applicable space and invoice Licensee separately therefore in time to meet the annual payment deadline of December 1.
15. UTILITIES -- Licensee shall be solely responsible for payment of all utilities used or consumed by Licensee on the premises pursuant to this Agreement.
16. INSURANCE -- Licensee shall carry adequate insurance to protect the parties hereto and County against any and all claims, demands, actions, judgments, costs, expenses, and liabilities that may arise out of or result, directly or indirectly, from Licensee's use of the Site, except such liability as shall arise solely from the negligence of County. The minimum amounts of such insurance shall be, as against liability arising from damage to property, one million dollars (\$1,000,000) as to any one occurrence, and, as against liability arising from injury to or death of persons, one million dollars (\$1,000,000) as to any one person, and one million dollars (\$1,000,000) as to any one occurrence. Automobile liability coverage for owned, non-owned, and hired vehicles must be provided with limits in the amount of \$1,000,000 combined single limit, or \$1,000,000 bodily injury / \$100,000 property damage. Licensee also shall carry such insurance as will protect it from all claims under any workmen's compensation laws that are in effect and may be applicable to Licensee. All insurance required hereunder shall remain in force for the entire term of this License. County may adjust its minimum insurance requirements hereunder at any time.

Licensee shall, during the term of this License, including any renewals and any holding-over thereafter, provide County with current certificates of insurance evidencing that such insurance is in full force and effect, names County as an additional insured, and is non-cancelable without at least thirty days' written notice to County. The certificates of insurance as required herein must be presented to County within ten days of the Effective Date of this License and on each anniversary date thereof during the term of the License, including any renewals and any holding-over thereafter. The Licensee's insurance shall be primary insurance and non-contributory with respect to all other available sources.

All certificates of insurance to be provided to County shall bear the County's Contract Number and Site Location and shall be addressed to:

Pima County Telecom Contracts Administrator
201 N. Stone Avenue, 6th Floor
Tucson, AZ 85701-1255

17. RIGHTS TO EQUIPMENT -- During the term of this License, provided that Licensee is not in default hereunder, County shall not claim any interest in, make claim to, or assert any right to the Equipment. Provided Licensee is not then in default of this License, Licensee may, at its election, have its Equipment removed on or before the expiration or termination of this License, provided that Licensee shall repair any damage caused by said removal. In the case of damage to the Site, Licensee agrees to engage such contractor or contractors as County may require to perform the necessary repairs, and to pay for any such repairs.

Any of Licensee's property remaining on the Site thirty (30) days after the expiration or termination of this License shall become the property of County, free of any claim by Licensee or any person claiming through Licensee. At the termination or expiration of the License, Licensee agrees to restore the Site to its original condition excepting only reasonable wear and tear thereof.

18. HOLDING OVER -- Any holding over by Licensee after the expiration of the term hereof without the written consent of County shall be construed as a tenancy at sufferance, subject to all of the provisions of this License and at twice the monthly License Fee prevailing in the last month of the term hereunder (including any renewals thereof), and increasing at the same annual rate as provided in Paragraph 12. At all times during any holdover period, County shall have the unilateral right to terminate this License and to remove Licensee's equipment.

19. INDEMNIFICATION -- Licensee shall indemnify, defend, and hold County and its officers, elected officials, employees, agents, and contractors harmless from and against any and all suits, claims, liabilities, damages, and expenses of any kind or character (including, but not limited to, reasonable attorneys' fees and expenses incurred in the defense of County), arising out of the injury to or death of any person, damage to any property, or infringement of any property rights, that may be alleged, charged, or otherwise asserted in connection with the installation, operation, removal, or maintenance of Licensee's equipment on or about the Site, or with any act, omission, or negligence of Licensee or Licensee's agents, employees, or contractors on or in the vicinity of the Site, except to the extent such claims or demands may be the result of the negligence of County or its employees or agents. This indemnity shall survive any termination or expiration of this License.

Licensee further agrees to indemnify, hold harmless, and defend County and its officers, elected officials, employees, agents, and contractors from and against any and all suits, claims, liabilities, damages, and expenses of any kind or character (including, but not limited to, reasonable attorneys' fees and expenses incurred in the defense of County), arising out of any damage to the Site or surrounding property or out of interference with electronic or other equipment and/or the television or radio reception of County or of residents and/or tenants of the Site. This indemnity shall survive any expiration or termination of this License.

Licensee further agrees to indemnify, hold harmless, and defend County and its officers, elected officials, employees, agents, and contractors from and against any and all suits, claims, liabilities, damages, and expenses of any kind or character (including, but not limited to, reasonable attorneys' fees and expenses incurred in the defense of County), arising out of any failure or alleged failure by Licensee to alter, maintain, or repair the

Site, Licensee's equipment, or any other property or equipment, regardless of who might own or otherwise be responsible for such property or equipment, or out of the construction means, techniques, sequences, or procedures used in connection with any work performed on the Site or on any other property or equipment by Licensee. This indemnity shall survive any expiration or termination of this License.

Licensee further agrees to indemnify, hold harmless, and defend County and its officers, elected officials, employees, agents, and contractors from and against any and all suits, claims, liabilities, damages, and expenses of any kind or character (including, but not limited to, reasonable attorneys' fees and expenses incurred in the defense of County), arising out of any failure or alleged failure by County or Licensee to implement or to abide by any safety program or programs.

20. REPAIRS -- In addition to the repairs referred to in Paragraph 17, Licensee shall be required to repair any damage to the Site that results from or arises through the use and/or operation of its equipment at the site and/or the acts or negligence of Licensee or its agents, servants, contractors, or employees. Such repairs shall be accomplished in a manner and by a contractor satisfactory to County.
21. IMPROVEMENTS TO PREMISES -- County reserves the right to implement and utilize improvements in technology or management techniques that will provide for better management and use of the space and capacity of the Site, including (but not limited to) the use of combiners, special antennas, etc. County may, in its discretion, require Licensee to incorporate such improvements into such systems as Licensee has installed and is operating at the Site. Licensee shall, within ninety days of its receipt of County's written demand to do so, either (i) incorporate such improvements or (ii) if the cumulative cost of such required improvements exceeds four-thousand dollars (\$4,000), give written notice of its intention to terminate this License upon the expiration of thirty (30) days from the date of County's receipt of such notice.
22. COORDINATION OF OPERATION -- County shall make reasonable efforts to give Licensee advance notice (except in the case of emergency where advance notice cannot reasonably be given) of any planned shutdowns for routine maintenance, and of any repairs, alterations, additions, or improvements to the Site that might materially affect the operation of Licensee's facilities and equipment at the Site. County shall make reasonable efforts to minimize any inconvenience, loss, or expense to Licensee arising therefrom, but shall not be liable to Licensee or any of Licensee's customers for any such inconvenience, loss, or expense suffered by Licensee and/or Licensee's customers.
23. CASUALTY -- In the event there is a total destruction of the Site by fire or other casualty, and the Site cannot, in County's estimation (which estimation shall be made within ten (10) days from the date of such casualty), reasonably be restored within ninety (90) days from the date of such casualty, or if County at its' sole discretion chooses not to undertake such restoration, this License shall terminate automatically upon the expiration of the ten (10) day period following the casualty, unless the parties otherwise agree. In the event of damage to the Site by casualty comprising less than a total destruction thereof, Licensee may terminate this License upon thirty (30) days' written notice to County if County (i) chooses not to undertake, (ii) has not completed, or (iii) cannot reasonably be expected to complete the restoration of the Site within three (3) months from the date of such casualty. If any casualty shall occur during the last year of

the term of this License or any renewal term thereof, Licensee may terminate the License upon thirty (30) days' written notice to County provided such notice is given within sixty (60) days after the date of such casualty.

24. CONDEMNATION -- In the event the Site or any significant portion thereof is condemned or otherwise subjected to a taking by any governmental authority exercising the power of eminent domain, unless County and Licensee are permitted to continue their operations at the Site, this License shall terminate as of the date upon which County and/or Licensee are required by the governmental authority to cease their operation(s) at the Site. Licensee shall be entitled to seek its own award against the governmental authority only if such award will not result in a diminution of County's award.
25. DEFAULT -- In the event Licensee shall fail to comply with any of the provisions of this License or the exhibits hereto, or shall default in any of its obligations hereunder, County may, at its option, terminate this License provided County has given Licensee written notice of such default and Licensee has failed to cure the same within twenty (20) days after receipt of such notice. Where, in County's sole judgment, such default cannot reasonably be cured within such twenty (20) day period, the time to cure such default shall be extended by County for such period of time, not to exceed sixty (60) days, as may be necessary to complete such cure, provided that Licensee must proceed promptly to cure the same and pursue such cure with all due diligence.

County will not, except in an emergency, undertake to cure any default by Licensee until after the expiration of Licensee's time to cure such default as provided herein. Licensee shall reimburse County for any expenses incurred by County in curing any default by Licensee.

In the event the default is non-payment of the License Fee by Licensee, County will give notice to Licensee via hand delivery, overnight mail, electronic mail, or certified United States Mail of non-receipt of payment. In the event Licensee fails to make full payment of the License Fee then due within fifteen (15) days from the date of delivery of such notice to Licensee, County shall have the right to disconnect, remove, and store Licensee's equipment. All costs and expenses incurred by County in connection with such disconnection, removal, and storage shall be reimbursed by Licensee. Such reimbursement by Licensee shall not relieve Licensee of its obligation to pay the License Fees in default together with any additional expenses incurred by County in connection with the collection thereof. The rights and remedies of County described in this Paragraph 25 and elsewhere in this License are not exhaustive and are in addition to any other rights or remedies that may exist now or in the future, at law or equity. Licensee shall indemnify, release, defend, and hold harmless County against all losses, costs (including reasonable attorneys' fees), damages, expenses, claims, demands, or liabilities arising out of or caused by, or alleged to have arisen out of or been caused by, the disconnection or removal by County of Licensee's equipment pursuant to this Paragraph 25, or for any resulting impairment to or interruption of Licensee's services or operation.

Any three defaults by Licensee within a twelve (12) month period shall be cause for termination of this License by County without the extension of any cure period to Licensee.

26. MODIFICATIONS -- Any addition, variation, or modification to this License shall be void and ineffective unless made in writing and signed by an authorized representative of each party.
27. PARTIES BOUND BY AGREEMENT -- Subject to the provisions hereof, this License shall extend to and bind the heirs, executors, administrators, successors, and assigns of the parties hereto.
28. ASSIGNMENT -- Without County's written consent, Licensee shall not have the right to assign this License, or to sublicense all or any part of its rights or obligations hereunder, except for transfers to intra-corporate affiliated entities.
29. AUTHORITY TO SIGN -- Both parties represent that the individual signing this License on behalf of Licensee presently has and shall maintain full authority to enter into this License and to bind and obligate Licensee to the terms, rights, and obligations under this License.
30. NOTICES -- All notices sent pursuant to this License shall be in writing and shall be sent to the other party at the following addresses, either by hand delivery, overnight mail, or Certified U.S. Mail, return-receipt requested:

LICENSOR:

Attn: Contract Administrator
Pima County Real Property Services
201 N. Stone Avenue, 6th Floor
Tucson, AZ 85701-1255
Phone: 520-724-6667
E-Mail: mike.stofko@pima.gov

LICENSEE:

Sprint Property Services
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650

Mandatory copy to:

Sprint Legal Department
Attn: Real Estate Attorney
Mailstop KSOPHT0101-Z2020
Overland Park, KS 66251-2020

31. CAPTIONS -- Any captions in this License inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this License or the intent of any provision thereof.
32. COMPLIANCE WITH LAWS -- In the performance of its obligations under this License, Licensee shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, standards, and Executive Orders. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this License, and any disputes hereunder. Any legal action relating to this License shall be brought in an Arizona Court, in Pima County, Arizona. Any changes in the governing laws, rules, and

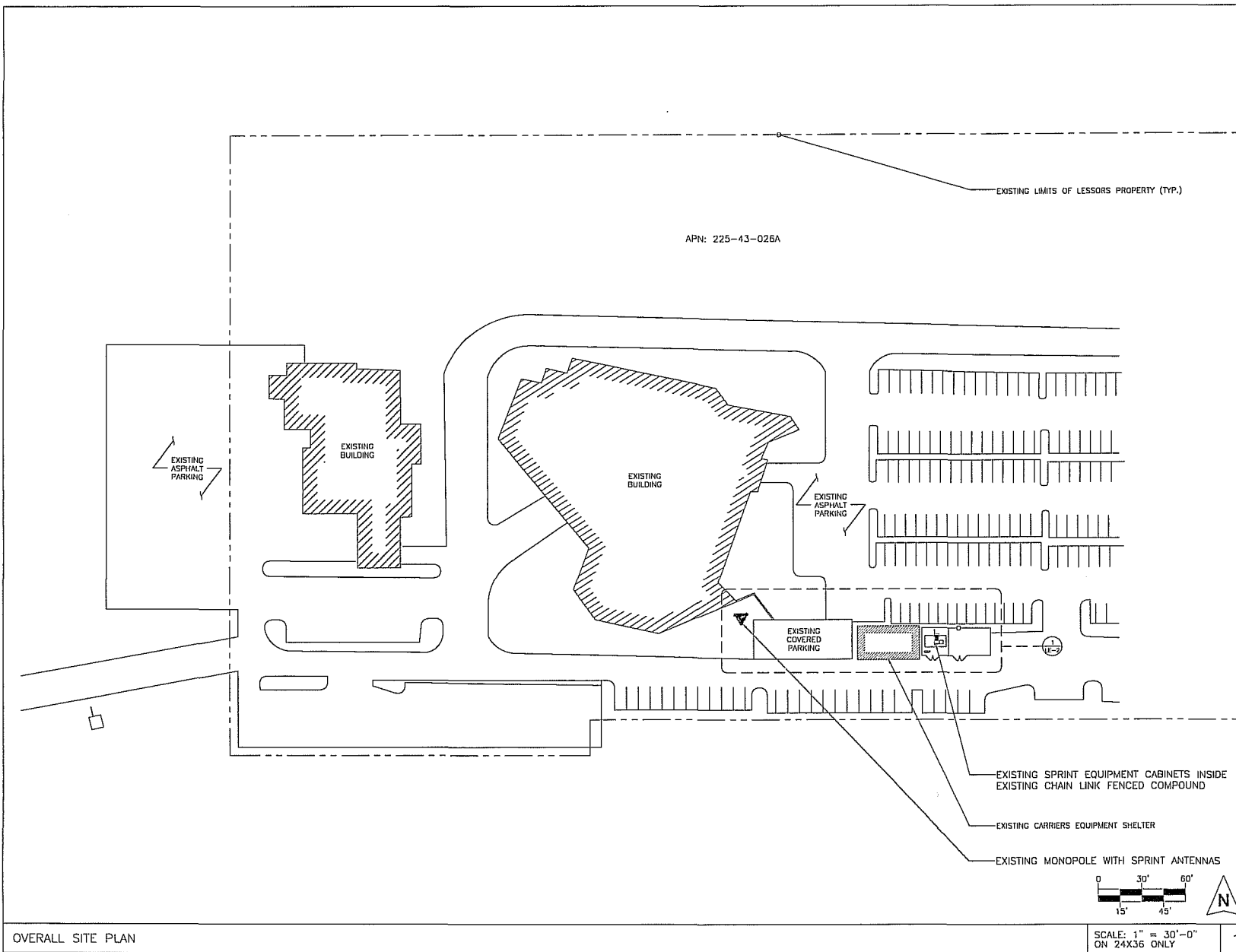
regulations during the term of this License shall apply, but do not require an amendment hereof.

33. NON-DISCRIMINATION -- LICENSEE agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors which is hereby incorporated into this License as if set forth in full herein. During the performance of this License, LICENSEE shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
34. LICENSEE HAS NO INTEREST OR ESTATE -- Licensee agrees that it has no claim, interest, or estate at any time in the Site by virtue of this License or its use hereunder. Upon termination of this License, Licensee shall have no right of entry into or upon the Site.
35. CONFLICT OF INTEREST -- This Agreement is subject to the provisions of Arizona Revised Statutes § 38-511.
36. FORCE MAJEURE -- Neither of the parties hereto shall be responsible for damages due to delay that is the result of a contingency beyond the reasonable control of either party, including, but not limited to, acts of nature, pestilence, strikes, embargoes, lockouts, boycotts, civil disturbance and disobedience, riots, war, revolution, acts of government, world shortage of qualified materials, accidents, fires, or floods. Upon the occurrence of such an event, the duties and obligations of the parties hereto shall be suspended for so long as the event prevents proper performance under this License. However, if such suspension shall continue in excess of ninety days, the parties shall meet and attempt to arrive at a mutually acceptable compromise within the spirit and intent of this License. In the absence of such compromise, this License shall terminate.
37. ENTIRE AGREEMENT/SEVERABILITY -- This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, hereby are superseded and merged herein. This License may be modified, amended, altered, or extended only by a written amendment signed by the parties.

If any provision herein is deemed invalid, it shall be considered deleted from this License and shall not serve to invalidate the remaining provisions of this License to the fullest extent possible.

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Sprint Spectrum Realty Company, LLC
Tower License Nanini Gov Center
Effective 4/15/2017-4/14/2027



PLANS PREPARED FOR
Sprint
 Together with Nextel.

CONSULTANT
COAL CREEK CONSULTING
 1525 N. HANCOCK ROAD, SUITE 100 SCOTTSDALE, AZ 85257
 OFFICE: (602) 328-0111 FAX: (602) 532-7407

ENGINEER OF RECORD

NO.	DATE	DESCRIPTION	BY
1	02/24/17	SUBMITTAL 1	SPE
2	02/28/17	SUBMITTAL 2	SPE

PROJECT INFORMATION
 JOB: 01-036-04

TUC NORTHWEST
 PH04XC034

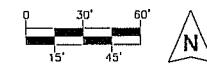
7300 N. SHANNON RD.
 TUCSON, ARIZONA 85741

SHEET TITLE

OVERALL SITE PLAN

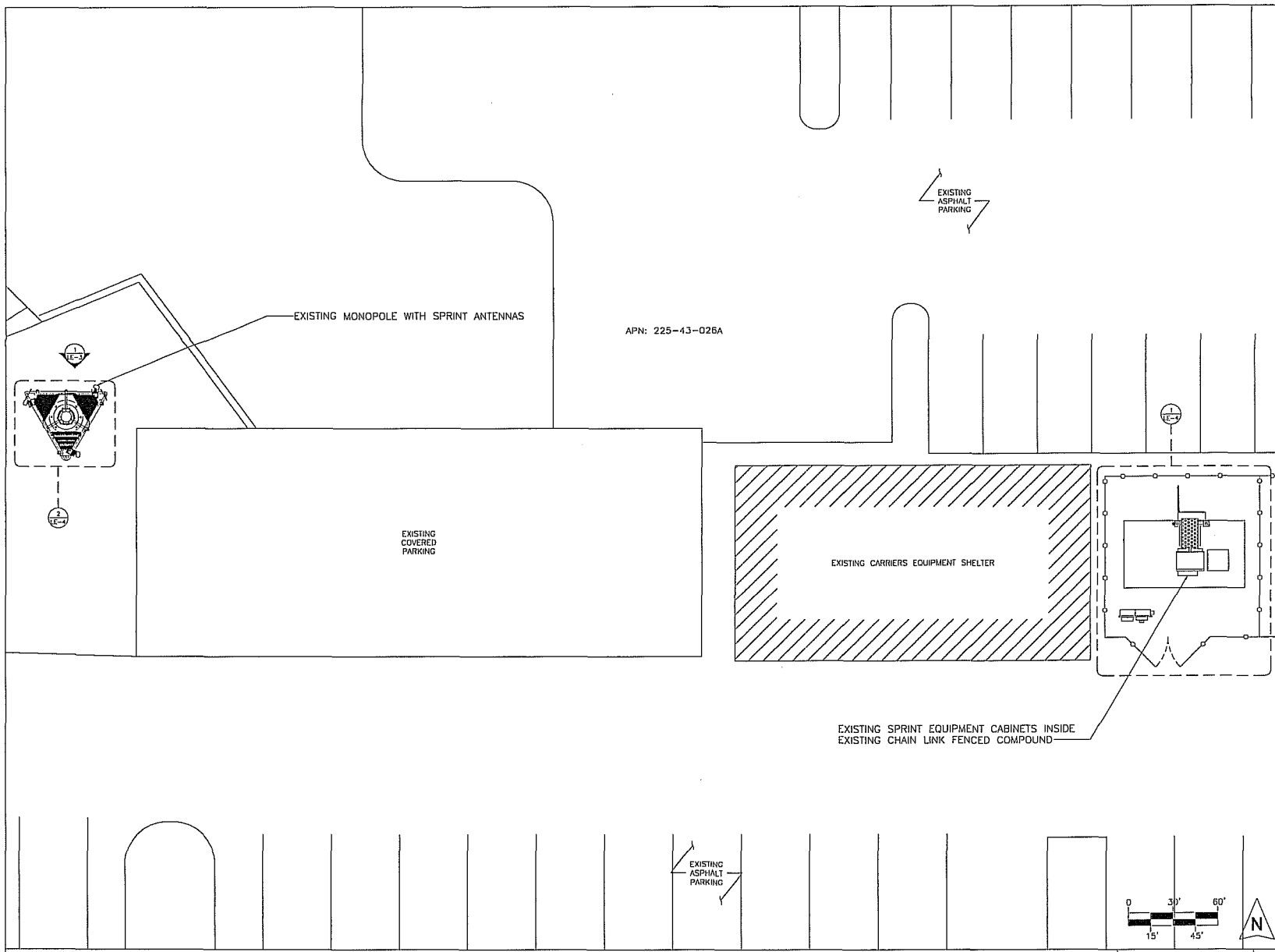
SHEET NUMBER

LE-1



SCALE: 1" = 30'-0"
 ON 24X36 ONLY

Exhibit "A"



PLANS PREPARED FOR

 Together With Nextel.

CONSULTANT
COAL CREEK

 1525 N. HAVEN RD., SUITE 100 CHANDLER, AZ 85227
 OFFICE: (602) 325-0111 FAX: (602) 531-7407

ENGINEER OF RECORD

NO.	DATE	DESCRIPTION	BY
1	02/24/17	SUBMITTAL 1	SPE
2	02/28/17	SUBMITTAL 2	SPE

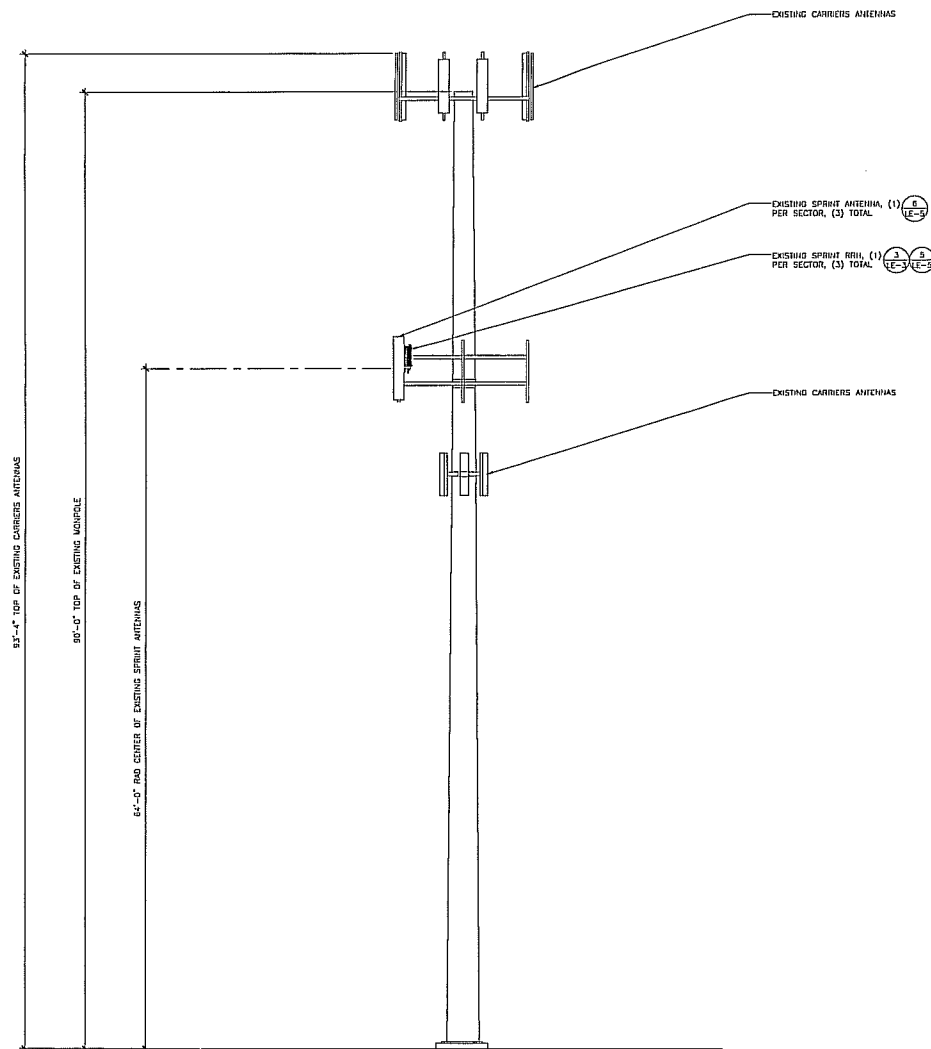
PROJECT INFORMATION
 JOB: 01-036-04

TUC NORTHWEST
 PHO4XC034

7300 N. SHANNON RD.
 TUCSON, ARIZONA 85741

SHEET TITLE
 SITE PLAN



SHEET NUMBER
 LE-2

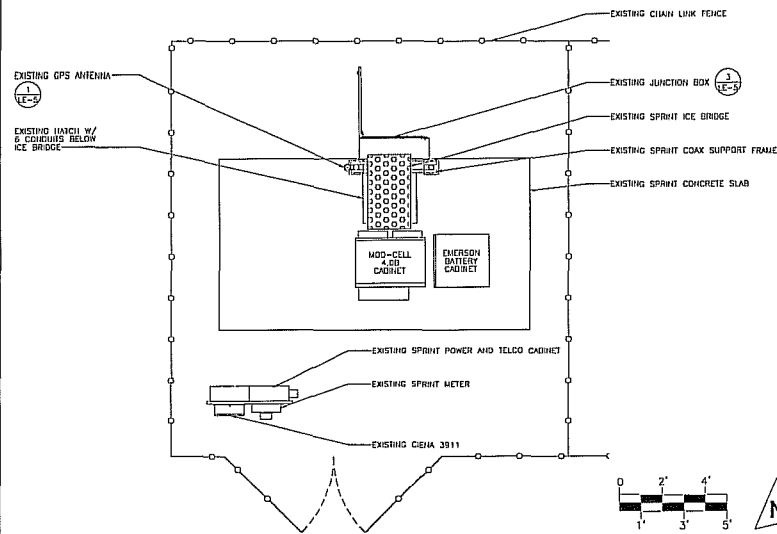
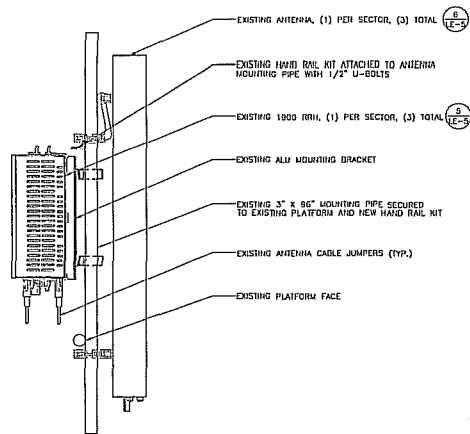


EXISTING NORTH ELEVATION

SCALE: 3/16" = 1'-0"
ON 24X36 ONLY

2

PLANS PREPARED FOR			
 Together with Nextel.			
CONSULTANT			
COAL CREEK  CONSULTING <small>1325 N. HAVESAN ROAD, SUITE 100 SCOTTSDALE, AZ 85257</small> <small>OFFICE: (602) 326-0111 FAX: (602) 532-7407</small>			
ENGINEER OF RECORD			
NO.	DATE	DESCRIPTION	BY
1	02/24/17	SUBMITTAL 1	SPE
2	02/28/17	SUBMITTAL 2	SPE
PROJECT INFORMATION			
JOB: 01-035-54			
TUC NORTHWEST PH04XC034			
7300 N. SHANNON RD. TUCSON, ARIZONA 85741			
SHEET TITLE			
ELEVATION			
SHEET NUMBER			
LE-3			



RRH MOUNT

SCALE: N.T.S.

3

EQUIPMENT PLAN

SCALE: 3/8" = 1'-0" ON 24X36 ONLY

1

NO.	DATE	DESCRIPTION	BY
1	02/24/17	SUBMITTAL 1	SPE
2	02/28/17	SUBMITTAL 2	SPE

PROJECT INFORMATION
JOB: 01-035-04

TUC NORTHWEST
PH04XC034

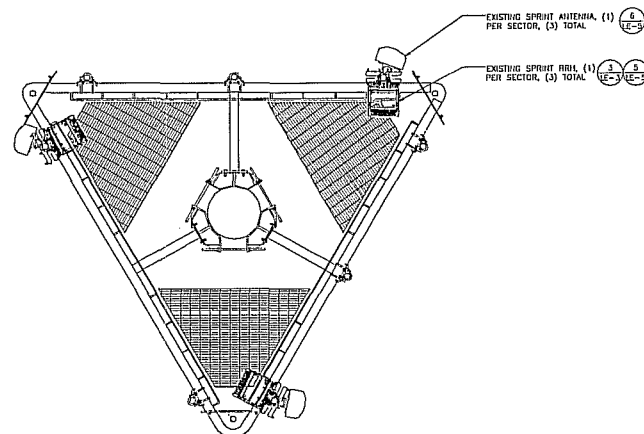
7300 N. SHANNON RD.
TUCSON, ARIZONA 85741

SHEET TITLE

DETAILS

SHEET NUMBER

LE-4



NOT USED

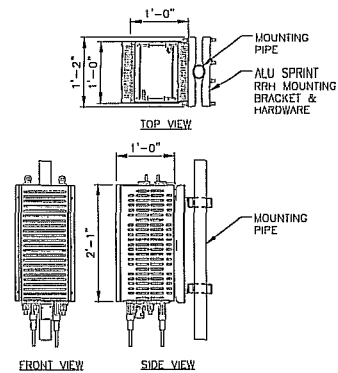
SCALE: N.T.S.

4

ANTENNA PLAN

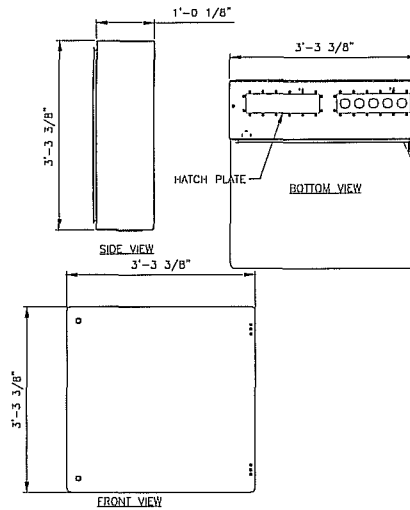
SCALE: 3/4" = 1'-0" ON 24X36 ONLY

2



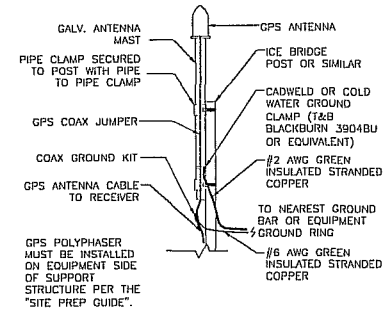
MANUFACTURER: ALU
WEIGHT: 60 LBS
DIMENSIONS: HxWxD: 25"x12.4"x12.2"
POWER SUPPLY: 48VDC
POWER CONSUMPTION: <700W TYPICAL
OPERATING TEMP RANGE: -40°C/+55°C

1 ALU 1900 RRH DETAIL
SCALE: N.T.S.



3 JUNCTION BOX DETAIL
SCALE: N.T.S.

MANUFACTURER: PCTEL
MODEL#: GPS-TMG-HR-26NCM
DIMENSIONS: 5.0'H x 3.2'D
WEIGHT: 0.6 LBS.



4 GPS ANTENNA DETAIL
SCALE: N.T.S.

1900 RRH DETAIL

SCALE: N.T.S.

5

JUNCTION BOX DETAIL

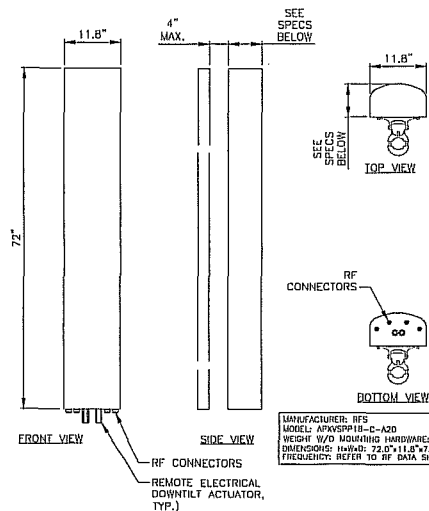
SCALE: N.T.S.

3

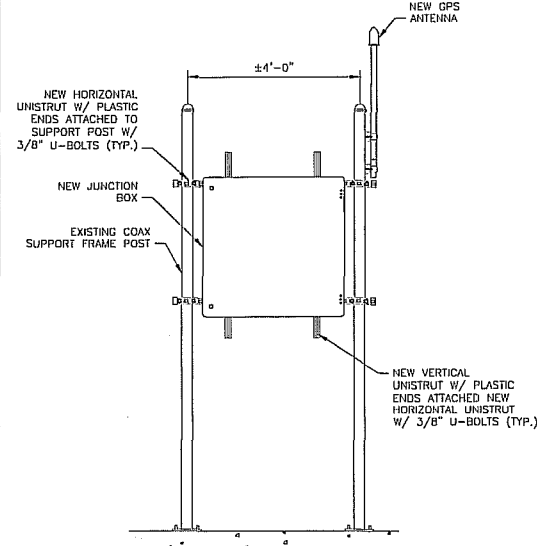
GPS ANTENNA DETAIL

SCALE: N.T.S.

1



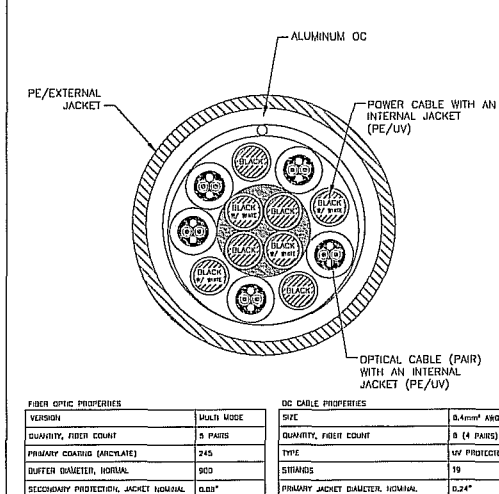
MANUFACTURER: RFS
MODEL: ANKORP/U-C-ADD
WEIGHT W/O MOUNTING HARDWARE: 57.0 LBS
DIMENSIONS: LxWxD: 22.0"x11.8"x7.0"
FREQUENCY: REFER TO RF DATA SHEET



JUNCTION BOX MOUNTING

SCALE: N.T.S.

4



FIBER OPTIC PROPERTIES

VERSION	WAVELENGTH
QUANTITY, FIBER COUNT	5 PAIRS
PRIMARY COATING (MICROCLAD)	245
BUFFER DIA/METER, NOMINAL	900
SECONDARY PROTECTION, JACKET NOMINAL	0.03"

OC CABLE PROPERTIES

SIZE	WAVELENGTH
QUANTITY, FIBER COUNT	8 (4 PAIRS)
TYPE	UV PROTECTED
STRANDS	19
PRIMARY JACKET DIA/METER, NOMINAL	0.24"

FIBER CABLE DETAIL

SCALE: N.T.S.

2

PLANS PREPARED FOR



CONSULTANT

COAL CREEK



1525 N. HWY 89 RD, SUITE 100 SCOTTSDALE, AZ 85257
OFFICE (602) 393-0111 FAX (602) 333-1407

ENGINEER OF RECORD

NO.	DATE	DESCRIPTION	BY
1	02/24/17	SUBMITTAL 1	SPE
2	02/28/17	SUBMITTAL 2	SPE

PROJECT INFORMATION
JOB: 01-036-04

TUC NORTHWEST
PH04XC034

7300 N. SHANNON RD.
TUCSON, ARIZONA 85741

SHEET TITLE

EQUIPMENT DETAILS

SHEET NUMBER

LE-5

RRH / HYBRID SCHEDULE						
SECTOR	RRH 1900 (MHz) MODEL	RRH 800 (MHz) MODEL	HYBRID CABLE LENGTH	HYBRID CABLE DIAMETER	JUMPER SIZE (INCHES)	JUMPER LENGTH (FEET)
SECTOR 1	(1) ALU 1900 4x45 65MHz	N/A	145'-0"	1.54	1/2"	10'-0"
SECTOR 2	(1) ALU 1900 4x45 65MHz	N/A	145'-0"	1.54	1/2"	10'-0"
SECTOR 3	(1) ALU 1900 4x45 65MHz	N/A	145'-0"	1.54	1/2"	10'-0"

ANTENNA SCHEDULE										
SECTOR	ANTENNA MANUFACTURER	ANTENNA MODEL	ANTENNA SIZE	ANTENNA FREQUENCY (MHz)	ANTENNA QUANTITY	AZIMUTH	RAD CENTER (A.G.L.)	1900 MHz ELEC. TILT	800 MHz ELEC. TILT	MECH TILT
SECTOR 1	RFS	APXVSP1B-C-A20	6'-0"	800/1900	1	20°	64'-0"	-6°	N/A	N/A
SECTOR 2	RFS	APXVSP1B-C-A20	6'-0"	800/1900	1	100°	64'-0"	-2°	N/A	N/A
SECTOR 3	RFS	APXVSP1B-C-A20	6'-0"	800/1900	1	290°	64'-0"	-1°	N/A	N/A

TYPICAL HYBRID CABLE COLOR CODE			
SECTOR	FIRST RING	SECOND RING	THIRD RING
SECTOR 1	GREEN	NO TAPE	NO TAPE
SECTOR 2	GREEN	GREEN	NO TAPE
SECTOR 3	GREEN	GREEN	GREEN

FREQUENCY COLOR CODE FOR PAIRS & FIBER CABLES OF HYBRID CABLE		
FREQUENCY COLOR CODE	FIRST RING	SECOND RING
800 MHz	YELLOW	GREEN
1900 MHz	YELLOW	RED

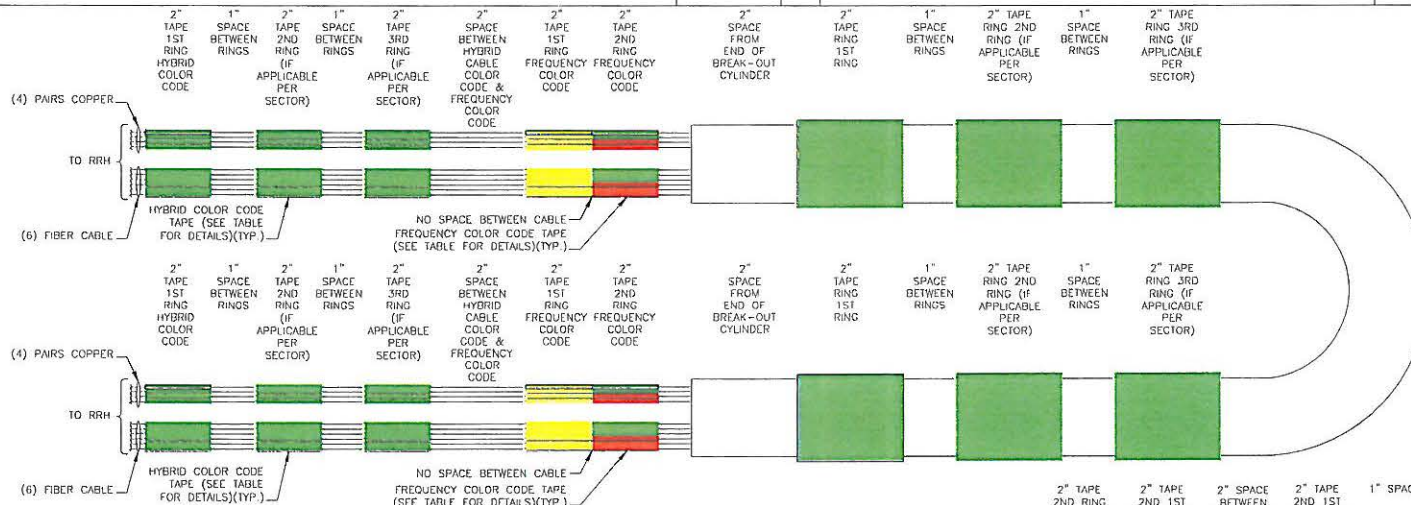
TYPICAL JUMPER CABLE COLOR CODE			
FREQUENCY	ANTENNA PORT	RRH PORT	CABLE COLOR
800 MHz	RET	RET	N/A
	800MHz +45°	ANT 1	WHITE
	800MHz -45°	ANT 0	BLUE
1900 MHz	PCS1 -45°	ANT 0	BLUE
	PCS1 +45°	ANT 1	WHITE
	PCS2 -45°	ANT 2	GREEN
	PCS2 +45°	ANT 3	BROWN
	RET	RET	RED

ANTENNA/RRH SCHEDULE

SCALE: N.T.S. 4

HYBRID & JUMPER COLOR CODING

SCALE: N.T.S. 1



- NOTES:
- ALL CABLES SHALL BE MARKED AT THE TOP AND BOTTOM WITH 2" COLORED TAPE OR STENCIL TAG.
 - COLOR TAPE SHALL BE OBTAINED FROM GRAYBAR ELECTRIC.
 - THE FIRST RING SHALL BE CLOSEST TO THE END OF THE CABLE AND SPACED APPROXIMATELY 2" FROM AN END CONNECTOR, WEATHER PROOFING, OR BREAK-OUT CYLINDER, WITH 1" SPACE BETWEEN EACH RING.
 - THE HYBRID CABLE COLOR SHALL BE APPLIED IN ACCORDANCE WITH THE "HYBRID & JUMPER CABLE COLOR CODE" TABLE ABOVE FOR THE RESPECTIVE SECTOR.
 - INDIVIDUAL POWER PAIRS AND FIBER CABLES SHALL BE LABELED WITH BOTH THE HYBRID CABLE COLOR FOR THE RESPECTIVE SECTOR AND A FREQUENCY COLOR CODE IN ACCORDANCE WITH THE "FREQUENCY COLOR CODE FOR PAIRS AND FIBER CABLES OF HYBRID CABLE" TABLE ABOVE.
 - A 2" GAP SHALL SEPARATE THE HYBRID CABLE COLOR CODE FROM THE FREQUENCY COLOR CODE.
 - THE 2" COLOR RINGS FOR THE FREQUENCY CODE SHALL BE PLACED NEXT TO EACH OTHER WITH NO SPACES.
 - THE 2" COLORED TAPE(S) SHALL BE WRAPPED A MINIMUM OF 3 TIMES AROUND THE HYBRID CABLE OR INDIVIDUAL CABLES, AND THE TAPE SHALL BE KEPT IN THE SAME LOCATION AS MUCH AS POSSIBLE.
 - COLOR BAND ON JUMPERS SHALL BE 2" WIDE WITH A 2" SPACE.

COLOR CODING DETAIL

SCALE: N.T.S. 2

PLANS PREPARED FOR

Sprint
Together with Nextel.

CONSULTANT
COAL CREEK

CONSULTING
1925 N. HAVEN RD., SUITE 100, SEATTLE, WA 98105
OFFICE: (206) 326-0111 FAX: (206) 332-7400

ENGINEER OF RECORD

NO. DATE DESCRIPTION BY
1 02/24/17 SUBMITTAL 1 SPE
2 02/28/17 SUBMITTAL 2 SPE

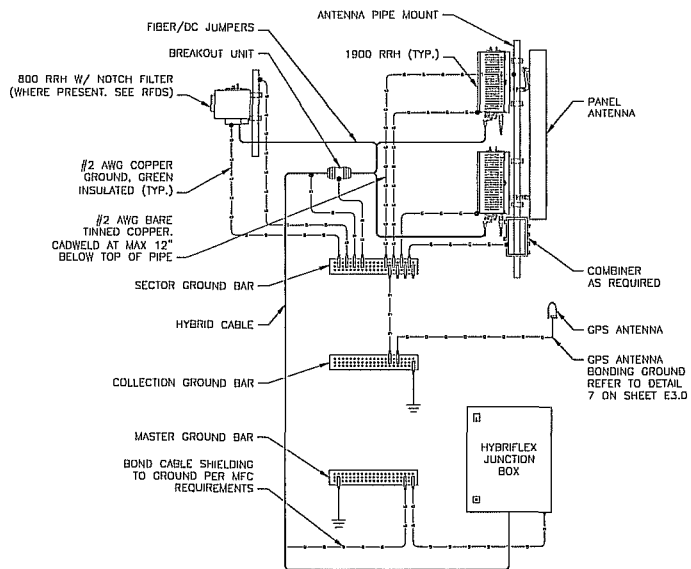
PROJECT INFORMATION
JOB: 01-036-04

TUC NORTHWEST
PH04XC034

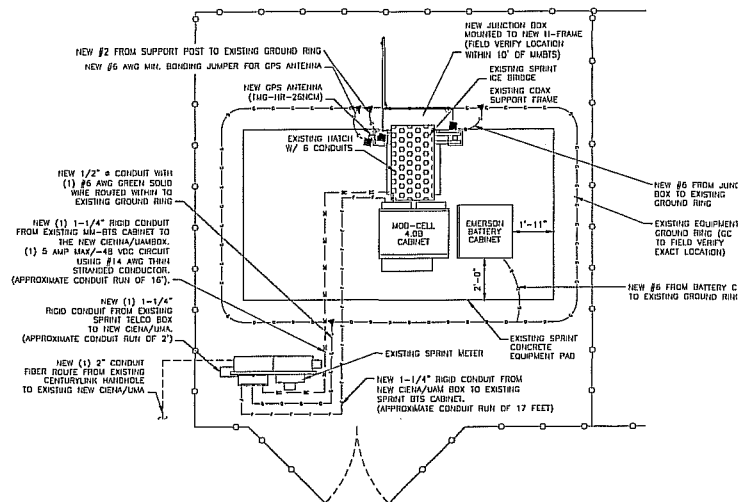
7300 N. SHANNON RD.
TUCSON, ARIZONA 85741

SHEET TITLE
COLOR CODING

SHEET NUMBER
LE-6



EXISTING GROUNDING SCHEMATIC



EXISTING ELECTRICAL AND GROUNDING PLAN

SCALE: N.T.S. 3

120/240, 1ϕ, 3W 100A MCB			PANEL "A" SCHEDULE (NEW)									
CKT NO.	CKT BREAKERS		DESCRIPTION	VA	LOAD (VA)		VA	DESCRIPTION	CKT BREAKERS		CKT NO.	
	AMPS	POLES			L1	L2			AMPS	POLES		
1	100	2	EXISTING BTS	4600	4600	--	---	SURGE PROTECTOR	60	2	7	
2				4600	--	4600	---				8	
3			KNOCKOUT		0	--	---	SPARE	60	2	9	
4			KNOCKOUT		--	0	--				10	
5	20	1	MICROWAVE OUTLET	360	720	--	360	TELCO GFI	20	1	11	
6	10	1	EXISTING FAN	240	--	240		KNOCKOUT			12	
PHASE TOTAL (VA)				5320	4840							
TOTAL CONNECTED (VA)				10160								
25% OF CONTINUOUS LOAD				2540								
TOTAL LOAD (VA)				12700								
TOTAL LOAD (AMPS)				53								

EXISTING PANEL SCHEDULE

SCALE: N.T.S. 2



CONSULTANT
COAL CREEK

CONSULTING
1525 N. WILSON ROAD, SUITE 100 SCOTTSDALE, AZ 85257
OFFICE: (602) 378-0111 FAX: (602) 378-7407

ENGINEER OF RECORD

NO.	DATE	DESCRIPTION	BY
1	02/24/17	SUBMITTAL 1	SPE
2	02/28/17	SUBMITTAL 2	SPE

PROJECT INFORMATION
JOB: 01-035-04

TUC NORTHWEST
PH04XC034

7300 N. SHANNON RD.
TUCSON, ARIZONA 85741

SHEET TITLE
ELECTRICAL

SHEET NUMBER
LE-7

EXHIBIT B
SPECIAL CONDITIONS, FACILITY RULES & REGULATIONS
AND SECURITY PROCEDURES FOR USERS

- I. Licensee must comply with the following special conditions:
- A. Equipment and Antennas Installation:
1. All exterior transmission lines must be grounded at the following locations:
 - a. at the top of the run immediately above the hoisting grip;
 - b. at the bottom of the run above the horizontal transition;
 - c. prior to the point of entry to the shelter; and
 - d. if the vertical run is more than 250', additional hoisting grips and grounding kits are required as per manufacturer's specifications. Only manufacturer's grounding kits will be allowed for attachment. If the cable diameter is 7/8" or less, the cable must enter the shelter through the strike plate.
 2. Transmission lines must be fastened to the Tower facility's waveguide ladder or banjos using the proper mechanical hanger or snap-in hanger kit except on side arms and up small masts where stainless steel wraplock is permitted. Hoisting grips will be used at 200' vertical intervals, or more often as needed for proper cable support.
 3. All installation, repair and maintenance conducted by licensee shall be in accordance with good engineering standards and in conformity with the requirement of the FCC or any other body having jurisdiction over Licensee.
 4. Rooftop equipment must be anchored using non-penetrating systems with adequate roof/frame protection. Equipment and installation/anchoring must not penetrate or compromise the integrity of the roof.
- B. It is vital that standards for interference protection of systems are used to reduce the possibility of interference. The standards below are minimum and must be installed by Licensee.

Frequency Range	Minimum of Reverse Isolation Required (Isolator)	Band Pass Cavity, Minimum Attenuation At 1 MHz from Tx frequency
25-54 MHz	20dB	30dB
66-88-MHz	25dB	20dB
88-108 MHz	25dB	25dB
130-108 MHz	50dB	25dB
400-512 MHz	50dB	15dB
806-960 MHz	50dB	15dB

Hybrid transmitter combining will have a band pass filter installed on the output with the following attenuation at 1 MHz from the transmit frequency: UHF/800000 MHz – 14dB.

Additional interference and isolation specifications may be required on a case-by-case basis as determined by Licensor at any time. All cavities are to be $\frac{3}{4}$ wave length, silver plated type.

Frequencies not included in the list above shall be dealt with on a case-by-case basis as determined within Licensor's reasonable discretions.

- C. All interior cables must be $\frac{1}{4}$ " or $\frac{1}{2}$ " superflex or $\frac{3}{8}$ " value flex manufactured by Andrew corp. or an acceptable equivalent. Kinked, cracked or split cables are prohibited. All antenna lines must have a jacketed, corrugated, solid outer, copper conductor. All transmit interconnection cable and jumpers must be solid copper outer conductor "superflex", hard-line or LMR-400. No braid shield type cable is permitted anywhere under any circumstances. Moreover, all inside cable must be run on cable trays or hangers by the designated route for that location. All lines must be color coded at both ends showing termination points. All AC line cords must be 3-conductor type with grounding plug attached. All outside cables must be run on the transmission ice bridge with appropriate hardware and boots. Additionally, Licensee is prohibited from running cables within the equipment building or the Tower facility without Licensor's written permission.
- D. Transmitters must meet the original manufacturer's specifications. All shields must remain in place. Transmitters must have a visual indication of transmitter operation and be identified with the following information: owner's name, contact name, contact's phone number, operating frequencies, a copy of Licensee's current FCC/ NTIA License for the equipment and the equipments model/serial number.
- E. All equipment cabinets and racks must be grounded to the designated building grounding point using #6 stranded copper – green jacketed cable. All equipment cabinets and racks must be bolted securely to the floor and include seismic braces at the top of the rack.
- F. Licensor does not provide any warranty against electrical surge. Therefore, Licensor recommends that Licensee install, at Licensee's expense, individual transient surge protection on each circuit used by Licensee.

- G. All antennas installed must be mounted using the proper antenna manufacturer's mounting brackets. Licensee shall pay for all antennas mounts it utilizes at the Tower facility.
- H. All antennas must be installed according to the antenna manufacturer's and applicable Tower facility manufacturer's specifications. Moreover, all antenna lines entering the equipment building must have a suitable lightning surge arrestor installed within two feet of the cable entry port. This surge arrestor must be bonded to the site grounding system.
- I. Licensor requires that all equipment that lends itself to rack-mounting be performed to conserve floor space at Licensee's expense.
- J. Licensee will operate its equipment with all shields attached, cabinet doors closed and side panels attached. Furthermore, unsealed batteries are not permitted at the Tower facility. All external indicator lamps and LEDs must be operational and local speakers must remain off except during maintenance.
- K. Neither Licensee nor any of its representatives shall interfere with any other entity's equipment in the equipment shed. Moreover, Licensee will not trip any electric service breakers for any reason without Licensor's prior approval.
- L. All installations must be maintained in a neat and orderly manner. Doors to the equipment building must remain closed at all times. Access to equipment and antennas shall be by authorized personnel only.
- M. Prior to the activation of its system at the Tower facility, Licensee must submit a copy of its applicable FCC/NTIA License and all technical information pertaining to the equipment to be installed including accurate block diagrams showing operating frequencies, all system components (active or passive) with gains and losses in dB, and all power levels to Licensor.
- N. Licensee must comply with the following Tower facility rules and regulations, and access and security procedures for users:
 - 1. Doorways, vestibules and other areas in and around the Tower facility shall not be used for the disposal of trash or be obstructed by Licensee or used by Licensee for any other purpose than entrance to and exit from the Tower facility.
 - 2. The equipment shed shall be used only for the purpose for which it has been designed and no unsuitable materials such as rubbish, rags or sweepings shall

be disposed of within. Damage to any such building by Licensee shall be at the liability of Licensee.

3. Signs, advertisements, graphics or notices are not allowed in or around the Tower facility.
4. Licensee will not make any alterations or physical additions in or to the Tower facility without the written permission of Licensor. Licensee will be required to conduct and submit an Interference & Inter-modulation Analysis (IIA), at the Licensee's expense, in addition to requirements outlined in section M above.
5. Movement in or out of the Tower facility with any bulky equipment shall be restricted and allowed only at such times as designated by Licensor. Licensor will determine the method and routing of such items so as to ensure the safety of all concerned and that potential harm to the Tower facility be minimized. Advance notice of at least 24 hours is required for the movement of equipment.
6. Licensor shall have the authority to prescribe the maximum weight in any area and the manner in which equipment is placed.
7. Licensee shall not adjust, attempt to adjust or otherwise tamper with any temperature control thermostats in the equipment sheds. Licensor shall adjust thermostats as required to maintain building standard temperature.
8. At all times, Licensee will comply with all requirements necessary for the security of the Tower facility.
9. Notwithstanding any other provisions to the contrary contained herein, no work shall be performed at the Tower facility, with the exception of routine maintenance work performed strictly by qualified employees of Licensee, without prior written consent of Licensor. Any work involving the presence of Licensor's representative, will be billed to and paid by Licensee at the hourly market rate applicable to said representative at that time. Any violation of this policy will be considered a material breach by Licensee.
10. All routine service calls are to be scheduled between the hours of 8:00 a.m. and 5:00 p.m. weekdays.
11. No Cable Terminations or circuit interface equipment is to be installed in any area but the building main distribution frame (basement or roof) and the Licensee's Tower equipment area. Inclusive of but not limited to: 66 mounting

blocks; 110 mounting blocks; modems; network interface devices; and CSU-DSU units.

- O. Licensors reserves the right to rescind any of these rules and to make other rules if required for the safety and care of the Tower facility and all licensees. Any changes to the rule and regulation will be done by formal written amendment. Upon notification to Licensee, such rules and regulations shall be binding upon Licensee in a manner as if originally herein prescribed.

EXHIBIT C

License Fee Schedule

<u>Site ID</u>	<u>Location</u>	<u>Type</u>
TUC NORWEST PH04XC034	7300 N. Shannon Road	Co-Location on Tower and Building

PAYMENTS DUE

April 16, 2017	\$18,984.00	
April 16, 2018	\$19,933.20	(\$18,984 plus 5%)
April 16, 2019	\$20,929.86	(\$19,933.20 plus 5%)
April 16, 2020	\$21,976.35	(\$20,929.86 plus 5%)
April 16, 2021	\$23,075.17	(\$21,976.35 plus 5%)
April 16, 2022	\$24,228.93	(\$23,075.17 plus 5%)
April 16, 2023	\$25,440.38	(\$24,228.93 plus 5%)
April 16, 2024	\$26,712.39	(\$25,440.38 plus 5%)
April 16, 2025	\$28,048.01	(\$26,712.39 plus 5%)
April 16, 2026	<u>\$29,450.41</u>	(\$28,040.01 plus 5%)

Total Annual Payments Over Ten-Year Term	\$238,778.70
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