



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: October 18, 2016

or Procurement Director Award

Contractor/Vendor Name (DBA): Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

Project Title/Description:

Lease to Verizon Wireless of property at Pima County Fairgrounds for a cell tower, building and associated equipment. LCP-0072

Purpose:

Verizon Wireless ("Tenant" or "Verizon") contemplates entering into a lease of property located at The Pima County Fairgrounds, 11300 S. Houghton Rd., consisting of approximately 875 square feet, for a communications facility, including a tower, building and associated equipment. A one-time bonus payment in the sum of \$6,000.00 will be payable within 60 days of the Board's approval of the Agreement. This will allow Verizon up to one year to complete its due diligence. The Lease term will begin when Verizon commences ground disturbance and will be for five (5) years, with automatic renewals for four (4) additional five (5) year periods, unless Verizon terminates the lease by providing written in accordance with the Lease. The rent was established and legal notice was published in accordance with the A.R.S. section 11-256.

Procurement Method:

Exempt pursuant to Pima County Code 11.04.020

Program Goals/Predicted Outcomes:

Staff recommends that the Board of Supervisors approve and execute the the Communications Site Lease, and a Memorandum of Lease to be recorded.

Public Benefit:

Enhanced cell phone coverage for Pima County, and collection of a one-time signing bonus of \$6,000.00 and base rental income of \$24,000.00 for the 1st year of the lease, with a rent escalation of 3% per year thereafter. The County may place equipment on the tower upon compliance with the lease terms, and the County may receive additional revenue from leasing land to third parties co-locating on the tower.

Metrics Available to Measure Performance:

The rental rate is supported by an appraisal.

Retroactive:

No

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To: COB- 10-17-16 (2)
Ver. - 1
Pgs. - 35 Addendum

PROCURE Dept 10/11/16 PM01:25

Original Information

Document Type: CTN Department Code: ED Contract Number (i.e., 15-123): 17*0073

Effective Date: 10/18/2016 Termination Date: 10/17/2022 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$ _____ Revenue Amount: \$ 133,418.66

Funding Source(s): _____

Cost to Pima County General Fund: \$-0-

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: 724-6667

Department Director Signature/Date: [Signature] 10-6-16

Deputy County Administrator Signature/Date: [Signature] 10/10/16

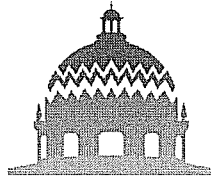
County Administrator Signature/Date: [Signature] 10/10/16
(Required for Board Agenda/Addendum Items)

CONTRACT

NO. CTN-ED-17-073

AMENDMENT NO. _____

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



PIMA COUNTY
REAL PROPERTY

PIMA COUNTY REAL PROPERTY SERVICES

PROJECT: COMMUNICATIONS SITE LEASE AT PIMA COUNTY FAIRGROUNDS

TENANT: VERIZON WIRELESS (VAW) LLC d/b/a Verizon Wireless (TUC QUARTER MILE)

AMOUNT: REVENUE CONTRACT

Communications Site Lease

1. **Defined Terms.** The following terms will be used as defined terms in this Communications Site Lease (“*Lease*”) and have the meaning set forth below:

1.1. “Landlord” or “County”: Pima County, a political subdivision of the State of Arizona

1.2. “Tenant”: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

1.3. “Park”: Pima County Fairgrounds, located at 11300 South Houghton Road, Tucson, AZ, which is owned by Landlord

1.4. “Leased Premises” or “Premises”: the land which is legally described on Exhibit A and depicted on Exhibit A-1. The Premises total approximately 875 square feet.

2. **Background and Purpose.** Tenant desires to lease to operate on the Premises from Landlord for a communications facility, including a tower (the “*Tower*”), a building (the “*Building*”) and associated equipment (“*Equipment*”). The Tower, Building and Equipment are hereinafter collectively referred to as the “*Tenant’s Facilities*”).

3. **Lease of Premises.** Landlord agrees to lease the Premises to Tenant on the terms and conditions contained in this Lease.

4. **Effective Date.** This Lease shall be effective on the date it is signed by all of the parties hereto (the "**Effective Date**"). This Lease shall be considered signed by County on the date that it is executed by the Chair of the Pima County Board of Supervisors.

5. **Signing Bonus.** As additional consideration for this Lease, Tenant shall pay Landlord a one-time, non-refundable lump-sum signing bonus of Six-Thousand Dollars (\$6,000.00), which shall be considered as "additional rent for the Premises for the period beginning on the Effective Date, until the Commencement Date, which sum shall be paid within sixty (60) days of the Effective Date. Landlord recognizes that Section 4 of this Lease governs the Effective Date and that this Section 5 does not impact whether or not Tenant chooses to commence the Term.

6. **Term/Commencement Date.**

6.1. Commencement Date. The "Commencement Date" shall mean the earlier of:

6.1.1. the 1st day of the first full month that is 365 days after the Effective Date, or

6.1.2. the date Tenant commences ground disturbance for installation of the equipment on the Premises ("**Ground Disturbance**"), provided that in the event the date Tenant commences Ground Disturbance falls between the 1st and 15th of the month, the Lease shall commence on the 1st of that month, and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "**Commencement Date**"). Landlord and Tenant agree that they shall acknowledge in writing the Commencement Date if such date is based upon Ground Disturbance. The term "Ground Disturbance" shall not include Tenant's standard due diligence of the Premises for suitability, including but not limited to, soils testing for architectural or environmental purposes.

6.1.3. Tenant shall have the right to terminate this Lease at any time before the Commencement Date for any or no reason in Tenant's sole discretion.

6.2. Initial Term. The initial term of this Lease shall be for a term commencing on the Commencement Date and ending five (5) years after the Commencement Date (the "**Termination Date**"), unless earlier terminated or extended in accordance with the terms set forth herein.

6.3. Extensions of Lease. This Lease shall automatically be extended for four (4) additional five (5) year terms unless Tenant terminates it at the end of the then current term by giving Landlord written notice of the intent to terminate at least six (6) months prior to the end of the then current term. The "**Term**" shall be considered the initial term plus any extension terms.

6.4. It is understood and agreed that Tenant's ability to use the Premises is contingent upon its obtaining after the Effective Date all of the certificates, permits and other approvals (collectively the "**Governmental Approvals**") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit Tenant's use of the Premises as set forth above. Landlord shall cooperate with Tenant in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Premises with respect to the proposed use thereof by Tenant.

6.5. Tenant shall have the right to terminate this Lease in the event that (i) any of applications for Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority, through no fault of Tenant; (iii) Tenant determines that such Governmental Approvals may not be obtained in a timely manner; (iv) Tenant determines that any soil boring tests are unsatisfactory; or (v) after the initial five (5) year term of the Lease and only upon delivery of six (6) months prior written notice of such termination from Tenant, if Tenant determines that either (a) the Premises is no longer technically compatible for its use, or (b) Tenant, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary. Notice of Tenant's exercise of its right to terminate shall be given to Landlord in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Tenant, or upon such later date as designated by Tenant. All rentals paid to said termination date shall be retained by Landlord. Upon such termination, Tenant shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder.

7. **Rent.**

7.1. Monthly Base Rent. Beginning on the Commencement Date and monthly on the same calendar date thereafter throughout the term hereof, Tenant shall pay to Landlord as monthly rent in advance the sum of Two-Thousand Dollars (\$2,000.00) ("**Base Rent**"), adjusted as provided in Section 7.2 below. Notwithstanding the foregoing, Landlord and Tenant acknowledge that the first rent payment may not actually be paid until sixty (60) business days after the Commencement Date or after a written acknowledgement confirming the Commencement Date, if such an acknowledgement is required. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 (i.e. the first and second month's Base Rent) by February 13.

7.2. Rent Escalation. Beginning one year after the Commencement Date, and annually thereafter during the Term, the Rent shall be increased annually in an amount equal to three percent (3%) of the immediately preceding annual rental rate.

7.3. Taxes. In addition to Base Rent, Tenant shall also pay any incremental increase in taxes, maintenance or repair costs, or other costs owed or paid by Landlord resulting from Tenant's rental

or use of the Premises, including without limitation any property, rental, sales, use, or other taxes levied by any governmental entity, or Tenant's proportionate share of any costs or fees validly imposed on the Premises by a third party including, by way of example, any proportionate costs of access to the Premises, except that Tenant shall have no liability for any increase in, or any other portion of, Landlord's income taxes, whether federal, state or local. Landlord shall provide reasonable evidence of any amounts due by Tenant hereunder prior to payment by Tenant. In addition to the foregoing, if personal property taxes are assessed against Tenant's Facilities, Tenant shall be responsible for any portion of such taxes.

7.4. Payment of Rent. Rent must be delivered to (unless otherwise directed in writing by Landlord):

Pima County Government
Finance-Revenue Management Division
33 N. Stone, 6th Floor
Mail Stop DT-BAB6-404
Tucson, AZ 85701-1317

7.5. Late Payment Fee. In the event any rent payment is not paid when due, Tenant shall pay a late payment fee of Ten Dollars (\$10.00) per day for each day that the rent is late. Landlord shall use its best efforts to promptly send notice to Tenant of any late payment of rent, but a failure to send such notice shall not relieve Tenant from its obligation to pay the late payment fee due pursuant to this section 6.5.

6.6 Rental Documentation. If Landlord sells the Premises or assigns this Lease, any successor to Landlord ("**Successor**") will provide to Tenant certain documentation (the "Rental Documentation") evidencing Landlord's interest in, and right to receive payments under, this Lease, including without limitation: (i) documentation, acceptable to Tenant in Tenant's reasonable discretion, evidencing Landlord's good and sufficient title to and/or interest in the Premises and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to Tenant, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by Tenant in Tenant's reasonable discretion. Within thirty (30) days of a written request from Tenant, Landlord agrees to provide updated Rental Documentation in a form reasonably acceptable to Tenant. The Rental Documentation shall be provided to Tenant in accordance with the notice provisions of this Lease. If Landlord transfers the Park or assigns its interest in this Lease, delivery of Rental Documentation to Tenant shall be a prerequisite for the payment of any rent by Tenant.

8. **Utilities.** During the term of this Lease, Landlord grants to Tenant, Tenant's employees, agents, contractors and any co-locating entities a non-exclusive right to install utilities at the location designated on Exhibit B as necessary to install and maintain the communications facility. Tenant must, at its sole cost and expense, arrange for the furnishing of all utilities, including electricity, gas,

water and sewer, that are necessary for its operations on the Premises, and Tenant covenants and agrees to pay all charges for such utilities and services directly to the supplier thereof. Landlord will not be liable in any way to Tenant for any failure or defect in the supply or character of utilities furnished to the Premises by reason of any requirement, act or omission of the provider of such service or for any other reason.

9. **Use.** Tenant may use the Premises for any lawful activity in connection with the provision of communication services by Tenant.

10. **Access.** Tenant's employees, agents, contractors and any co-locating entities shall have access to the Premises with prior written notice to Landlord, except in case of emergency and regular maintenance, twenty-four (24) hours a day, seven (7) days a week, at no charge. For purposes of this Paragraph, notice may be by email, text messaging, or fax, and shall be sent to: Bert@pimacountyfair.com. Tenant shall notify Landlord as soon as reasonably practicable following any emergency access situations. As used herein, the term "emergency" shall mean an event causing loss or liability to persons or property or interference with Tenant's operations. During the term of this Lease, Landlord grants to Tenant, Tenant's employees, agents, contractors and any co-locating entities a non-exclusive right for the pedestrian and vehicular ingress and egress at the location designated on Exhibit B as necessary to install and maintain the Tenant Facilities.

11. **Tenant's Facilities.**

11.1. Tenant will construct Tenant's Facilities on the Premises (the "Project"). The Project must be constructed in a good and workmanlike manner and in accordance with all applicable requirements of local ordinances, including zoning, and all rules, regulations, and requirements of all departments, boards, bureaus, officials, and authorities having jurisdiction thereof. Tenant must obtain all necessary permits. The Building must be erected wholly within the boundary lines of the Premises. Tenant shall be solely responsible for payment of all costs for construction of Tenant's Facilities.

11.2. The Tower shall be constructed to accommodate additional co-locators.

12. **Pre-Construction Requirements.** Before any construction of the Project is commenced on the Premises, and before any building materials have been delivered to the Premises by Tenant or under Tenant's authority, Tenant must comply with all the following conditions or obtain Landlord's written waiver of the condition or conditions specified in the waiver:

12.1. **Plans.** Plans and specifications for the Project prepared by an architect or engineer licensed to practice in Arizona are attached hereto as Exhibit C (the "Plans") and are hereby approved by Landlord.

12.2. **Liability Insurance.** Tenant must furnish to Landlord proof that Tenant has obtained the liability insurance required under Section 19 below.

12.3. **Builder's Risk Insurance.** Tenant must furnish to Landlord proof that Tenant, or Tenant's contractor, has obtained "all risks" builder's risk insurance including vandalism and

malicious mischief, in broad form and with a company reasonably acceptable to Landlord, covering improvements in place and all material and equipment at the job site furnished under contract, but excluding contractor's, subcontractor's and construction manager's tools and equipment and property owned by contractor's or subcontractor's employees.

12.4. Payment and Performance Bonds. Tenant must deliver to Landlord payment and performance bonds issued by a surety company licensed to do business in the State of Arizona, running to Landlord as obligee, conditioned on the contractor's completion of the Project in accordance with the Plans and the provisions of this Lease, free and clear of all mechanics' and materialmen's or other liens and free and clear of all financing statements under the Uniform Commercial Code. This bond must be in an amount and in a form and written by a company approved by Landlord, which approval Landlord will not unreasonably withhold.

12.5. Worker's Compensation Insurance. Tenant must deliver to Landlord satisfactory proof that worker's compensation insurance has been procured to cover all persons employed in connection with the construction.

12.6. Costs. All plan review and permit fees and other costs related to the Project will be paid by Tenant.

13. Construction Requirements.

13.1. Liens. Tenant must timely pay all contractors, subcontractors, mechanics, laborers, or materialmen providing materials or services with respect to the Project, and must not permit any lien to attach to the Premises or any interest therein, and must indemnify and defend Landlord against all legal costs and charges resulting from any such lien.

13.2. Plan Modifications. Tenant may, at any time during the course of construction, request that the Plans be modified in such particulars as may be specified by Tenant, and Landlord agrees that it will not unreasonably withhold or delay its consent to such changes.

13.3. Commencement of Construction. Tenant must commence its construction of the Project within one (1) year after the Commencement Date or building permit approval, whichever is later. If Tenant fails to commence construction within the time limits set forth above (without regard to delays occasioned by "force majeure"), Landlord will have the right as its sole and exclusive remedy to cancel this Lease by written notice to Tenant, in which event this Lease will terminate thirty (30) days after the giving of such notice, unless Tenant, within such thirty (30) day period, commences construction of the Project. After construction is commenced, Tenant must diligently pursue it to completion, in accordance with the Final Plans, in a good workmanlike manner, and in compliance with all applicable laws and regulations of all governmental bodies and pursuant to the conditions of any governmental approvals.

13.4. Landlord Inspection. During construction, the Project will be subject to inspection by representatives of Landlord who will be permitted access and the opportunity to inspect the Project at all reasonable times, but this provision will not in any way whatsoever create any obligation on Landlord to conduct such an inspection. Notwithstanding the foregoing, Landlord shall not access or climb Tenant's Tower or Building without Tenant's prior consent.

13.5. Substantial Completion. In the event construction is not substantially completed within fifteen (15) months after Tenant commences same (subject to delays occasioned by "force majeure"), Landlord will have the option to cancel this Lease by written notice to Tenant.

13.6. Final Completion. Notwithstanding that the Project has been substantially completed, Tenant must diligently proceed to final completion of the Project and obtain a permanent certificate of occupancy for the Project.

13.7. Manner of Construction. Notwithstanding anything to the contrary hereof, construction of the Project by Tenant must be done in such a manner that it does not materially interfere with the Park. Tenant will store construction equipment or materials within a reasonable area on and around the Premises only. Tenant must fence in the Premises.

13.8. Replanting of Vegetation. Tenant must replant any trees or other significant vegetation removed during construction on the Premises, in a location and a manner reasonably satisfactory to Landlord; provided, Tenant shall not be responsible for maintaining any vegetation after planting.

13.9. Design Capacity. No structural member, foundation component, fastener, weldment or discreet section shall be stressed to more than 80% of the designed capacity. The designed capacity shall include two (2) additional cellular arrays.

14. Title to the Project.

14.1. Tenant will own the Project improvements as they are built. At all times while this Lease is in force, title to the Project will belong solely to the Tenant.

14.2. All of the Equipment shall remain Tenant's personal property and are not fixtures. Tenant has the right to remove the Equipment at its sole expense on or before the expiration or earlier termination of this Lease, and Tenant shall repair any damage to the Premises caused by that removal, reasonable wear and tear excepted. Upon the expiration or earlier termination of this Lease, Tenant shall remove Tenant's Facilities from the Premises at its sole cost and expense within sixty (60) days of such expiration or termination, unless Landlord has advised Tenant in writing that Tenant's Facilities may remain on the Premises, in which case Tenant may elect to remove the Facilities, or to convey title to the Facilities to Landlord pursuant to a bill of sale at no cost to Landlord.

15. **Alterations.** Tenant, after completion of the Project, may from time to time during the Term make changes, alterations, additions, substitutions or improvements to the Premises (collectively, “Alterations”), at Tenant’s sole cost and expense, as set forth below:

15.1. Minor Alterations. Tenant may make Alterations within the confines of the Premises or utility easement; specifically including any and all changes to equipment inside the equipment space or like for like swap of antennas and related equipment as Tenant may reasonably consider necessary and desirable to adapt or equip the Project for Tenant’s use and occupancy, except as set forth below.

15.2. Substantial Alterations. Tenant will make no Alterations that will materially modify the visual impact of the Tower or the outside of the Building (collectively, “Substantial Alterations”), unless Tenant first delivers plans and specifications to Landlord and obtains Landlord’s written approval which will not be unreasonably withheld or delayed. The requirements applicable to the initial construction of the Project, as set forth in Section 11 above, including but not limited to insurance and bonding requirements and approval of plans and specifications, will apply to Substantial Alterations.

16. **Maintenance and Repairs.** All improvements on the Premises, both outside and inside, must be put and kept in good order and repair by Tenant at Tenant’s sole cost and expense, and Tenant must make all repairs and replacements, ordinary as well as extraordinary, foreseen and unforeseen, structural or otherwise, that may be necessary or required. Tenant will remove any graffiti on the Building or Tenant’s fence or wall within three (3) working days after Tenant becomes aware of the graffiti. If Tenant fails to make such repairs, restoration or replacements within thirty (30) days after written notice by Landlord, then Landlord may make them, and Tenant must reimburse Landlord for the costs within thirty (30) days after Landlord sends Tenant an invoice.

17. **Entry by Landlord.** Landlord reserves the right to enter the Premises to inspect the same; provided that Landlord will give Tenant at least twenty-four (24) hours advance notice. Notwithstanding the foregoing, Landlord shall not access or climb Tenant’s Tower or Building without Tenant’s prior consent. Landlord shall notify Tenant in the event of an emergency and, if Tenant fails to respond, Landlord at any and all times will have the right to use any and all means which Landlord may deem proper to open gates or doors in an emergency in order to obtain entry to the Premises, without liability to Tenant, except for any failure to exercise due care for Tenant’s property, and any entry to the Premises obtained by Landlord by any such means, or otherwise, will not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof. The telephone number for Tenant’s 24x7x365 Network Operations Center is 1-800-264-6620 (Western Sites).

18. **Damage for Casualty.**

18.1. Except as provided in Section 17.2 below, if any improvement on the Premises is damaged or destroyed by any cause whatsoever, during the Term of this Lease, Tenant may, with reasonable promptness, repair and replace the same at its own expense, to at least the condition existing immediately prior to the damage or destruction, and, if Tenant does repair and replace, Tenant's obligations under this Lease will not be terminated or suspended.

18.2. If the Premises are substantially destroyed by fire or other casualty at any time during the Term, then Tenant may terminate this Lease by written notice given to Landlord within sixty (60) days after the date of such destruction, and Tenant will be discharged from responsibility to repair the damage, but Tenant must in that event, at Tenant's sole cost and expense, clean and clear the Land of all debris and repair the Land and install landscaping so that the Land blends in reasonably well with the surroundings.

19. Co-Location.

19.1. Right to Co-Locate. Tenant shall have the right to co-locate additional users on the Tower in compliance with the terms of this Section 19. All revenue from Tenant having granted a right to a party seeking to co-locate on Tenant's Tower shall belong one hundred per cent (100%) to Tenant. Any agreement to co-locate Tower space to a third party shall be pursuant to a separate agreement between the co-locator and Tenant, and Landlord shall not be a party to and shall have no interest in any such agreement. Any such users shall not share building space with Tenant and must enter into a separate land Lease with Landlord.

19.2. Non-interference. Landlord will not grant, after the Effective Date, any agreement, Lease or any other right to any third party for the use of the Park if such use may in any way adversely affect or interfere with the Tenant Facilities. If at any time any equipment on the Park belonging to a subsequent Landlord lessee or Tenant causes unacceptable interference to the Tenant Facilities, including any of Tenant's equipment or communications network, Tenant may demand that Landlord require the third party to immediately, and without prior notice, shut down, modify, remove, or relocate the equipment at the third party's sole expense until a satisfactory solution is found to rectify such interference, and Landlord shall be responsible for causing said third party to comply with the provisions of this Paragraph.

19.3. Notice to Tenant. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment within the Park.

19.4. Revenue from Co-Locator on Land Space. All revenue from Landlord having leased land to a party seeking to co-locate on Tenant's Tower shall belong one hundred per cent (100%) to Landlord. Any such Land shall be located outside of the Premises. Any Lease of land to a co-locator shall be pursuant to a separate agreement between the co-locator and Landlord, and Tenant shall not be a party to and shall have no interest in any such Lease.

19.5. Landlord Use of Tower. Landlord may place certain equipment upon Tenant's Tower, at no rental charge to County; provided:

19.5.1. Landlord's equipment shall be purchased, installed and maintained, at the expense of Landlord, and must be kept and maintained at all times in a good state of repair and maintenance and in compliance with all laws, rules and regulations of any and all governmental authorities. Tenant assumes no responsibility for the licensing, operation or maintenance of the Landlord's equipment.

19.5.2. Landlord shall arrange for and pay for power to its equipment.

19.5.3. If Landlord requires ground space for its equipment, such space shall be located outside of Tenant's Premises.

19.5.4. Landlord agrees not to damage the Premises, the Tower or any personal property or fixtures thereon in any way. Landlord shall be responsible and liable for any such damages.

19.5.5. Installation of any equipment placed upon the tower shall be conditioned upon review and approval of a structural report and completed plans submitted by Tenant, which approval shall not be unreasonably withheld. If Tenant determines that improvements to the Tower are necessary to support Landlord's equipment, then Tenant may condition approval of Landlord's equipment upon completion of such Tower improvements. Any such Tower improvements shall be completed by Tenant, or its contractors, at Landlord's expense.

19.5.6. Landlord agrees that its equipment shall not cause interference to the use or enjoyment of the property of Tenant and other licensees located at the Premises, but not necessarily limited to interference with radio communication facilities. In the event that Landlord's equipment causes such interference to such use or enjoyment, Landlord agrees immediately to cease operations until such interference is removed by Landlord, at its sole expense.

19.5.7. Landlord, at its cost and expense, agrees to relocate Landlord's equipment to another location on the Tower, in the event that the Tenant deems it necessary to use the space for Tenant's own purpose. The site of such relocation shall be by mutual agreement in writing between the Landlord and Tenant.

19.5.8. It is further understood and agreed the Tenant must approve of, in writing, all contractors and personnel chosen by Landlord to install, maintain and operate the equipment, which approval shall not be unreasonably withheld, and that Landlord's maintenance and operation of its system will in no way damage or interfere with the Tenant's use of the tower, antennas and appurtenances.

19.5.9. All installations and operation by Landlord shall meet with all applicable

Rules and Regulations of the Federal Communications Commission, Federal Aviation Agency and all applicable codes and regulations of the municipality, county and state concerned. Tenant assumes no responsibility for the licensing, operation, and/or maintenance of Landlord's equipment.

19.5.10. Tenant shall not be liable for injury or damage to any person or property occurring within or on the Premises under use by Landlord unless caused by or resulting from the negligence of the Tenant, its servants, agents or employees.

19.5.11. Maintenance of the Landlord's equipment shall be in accordance with the reasonable standards and requirements of Tenant, and shall be done under Tenant's supervision. Scheduling of any and all work will be coordinated with Tenant.

19.5.12. All of Landlord's equipment mounted on the tower must be attached securely to the tower with approved mounts, hangers, and clamps as directed by Tenant. All cables and wires entering or exiting equipment buildings must do so in a manner approved by Tenant.

20. **Insurance.**

20.1. Types of Insurance Required. Tenant must procure, prior to beginning any activities on the Premises, and maintain throughout the Term, the following insurance from an insurance company or companies reasonably acceptable to Landlord:

20.1.1. Commercial General Liability insurance with coverage at least as broad as ISO form CG 001 or equivalent in an amount not less than \$2,000,000.00 covering the Premises and all activities thereon, endorsed to include Pima County as an additional insured.

20.1.2. Commercial Automobile Liability insurance with coverage at least as broad as ISO form CA 001 or equivalent in an amount not less than \$1,000,000.00 for vehicles actually used in the operations at the Premises (i.e., not used for simple commuting).

20.1.3. Workers' Compensation insurance with statutory limits, with Employers' Liability coverage in an amount not less than \$1,000,000 per injury, illness, or disease.

20.1.4. Commercial Property, Boiler and Machinery insurance with coverage at least as broad as ISO forms CP 00 01 and BM 00 20 or equivalent, covering the full replacement cost of all improvements on the Premises.

20.2. Certificates. Tenant must provide Landlord with copies of certificates of insurance showing the current status of all insurance policies. Landlord shall be included as an additional insured as their interest may appear on the commercial general liability and automobile liability insurance policies.

20.3. Waiver of Subrogation. Each party waives its claims and subrogation rights against the other for losses typically covered by property insurance.

20.4. Changes to Insurance Requirements. Landlord may review and reasonably alter coverage and amount of insurance required hereunder. Landlord will notify Tenant in writing of any changes to the aforesaid insurance requirements, and Tenant will have sixty (60) days to comply with the requirements as changed.

20.5. Indemnification. Tenant agrees that, to the fullest extent permitted by law, Tenant will indemnify, defend, and hold harmless Landlord, its officers, employees and agents from and against any and all losses, costs, or expenses (including reasonable attorney fees) incurred or suffered by Landlord as a result of any damages to property or injuries to persons (including death), or any suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of or directly related to any act, omission, fault or negligence by Tenant, its agents, employees, invitees or contractors; provided, in no event shall Tenant indemnify, defend and hold harmless Landlord, its officers, employees and agents, from any losses, costs, or expenses (including reasonable attorney fees) incurred by Landlord as a result of any damages to property or injuries to persons (including death), or any suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of or directly related to any act, omission, fault or negligence by Landlord, its agents, employees, invitees or contractors.

21. **Default/Termination.**

21.1. Tenant Default. The occurrence of any one or more of the following events will constitute a default and breach of this Lease by Tenant for which Landlord may terminate this Lease:

21.1.1. *Operation of Premises.* The vacating or abandonment of the Premises, or cessation of activities thereon, or any portion thereof, by Tenant, that continues for a period of thirty(30) calendar days after notice of such default is sent by Landlord to Tenant.

21.1.2. *Monetary Obligations.* The failure by Tenant to make any payment required to be made by Tenant under this Lease within ten (10) days after Tenant's receipt of a written notice of such monetary default.

21.1.3. *Insurance.* The failure by Tenant to maintain insurance policies as required by Section 19 for any period of time, in which event Tenant must immediately cease all operations at the Premises until such insurance is obtained. In the event of such a default, Landlord may, in Landlord's sole discretion, obtain necessary insurance coverage in which event Tenant must, within five (5) days of demand, reimburse and pay to Landlord the full amount of any costs and premiums expended by Landlord to obtain such coverage.

21.1.4. *Violation of Law.* Violation of any law by Tenant, or the conduct of any unlawful activities on the Premises that are permitted by Tenant.

21.1.5. *Health and Safety Violation.* Any action or omission by Tenant that, in Landlord's reasonable judgment, causes a threat to the health or safety of the general public.

21.1.6. *Other Covenants.* The failure by Tenant to observe or perform any of terms in Sections 20.1.4 and 20.1.5, and any other of the non-monetary covenants, conditions or provisions of this Lease to be observed or performed by Tenant, that continues for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant will not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

21.2. Landlord Default. Landlord will be deemed to be in default hereunder if Landlord fails to perform any covenant or condition of this Lease to be performed by Landlord and such failure continues for thirty (30) days after written notice and demand from Tenant, unless the failure is of such a character as to require more than thirty (30) days to cure, in which event Landlord will be in default only if it fails to initiate the cure within thirty (30) days, and thereafter diligently pursue the same to completion.

21.3. Remedies.

21.3.1. *All Remedies Available.* Either party may pursue any remedies provided by law and in equity for the breach of this Lease, including termination of the Lease. No right or remedy is intended to be exclusive of any other right or remedy and each will be cumulative and in addition to any other. Notwithstanding the foregoing, neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

21.3.2. *Cure by Landlord.* Should Tenant fail to perform in a timely manner any of the covenants or terms of this Lease on its part to be performed, Landlord may (but is not obligated to) perform the same and charge Tenant for the costs thereof, together with interest thereon, at the rate set by statute for interest on judgments, from the date upon which the expense is incurred until paid by Tenant; provided, however, Landlord shall not be entitled to ever maintain or repair Tenant's Facilities.

22. **Surrender of Premises/Holding Over.** Within the sixty (60) day removal period as provided in Section 13.2 of this Lease, Tenant must quit and surrender the Premises in good condition and repair, normal wear and tear excepted. Any holding over with the consent of Landlord after the expiration of the removal period or earlier termination of the Lease will be construed to be a tenancy from month-to-month upon the same terms and conditions as provided in this Lease, to the extent

applicable. Tenant's obligations under this Section will survive the expiration or earlier termination of the Term of this Lease.

23. Assignment or Subletting. Tenant may not assign, or otherwise transfer, all or any part of its interest in this Lease or in the Premises without the prior written consent of Landlord, which shall not unreasonably be denied; provided, this Lease may be sold, assigned or transferred by the Tenant without any approval or consent of the Landlord to the Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Premises is located by reason of a merger, acquisition or other business reorganization. Landlord may assign this Lease, which assignment may be evidenced by written notice to Tenant within a reasonable period of time thereafter, provided that the assignee assumes all of Landlord's obligations under this Lease. This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the Parties.

24. Condition of Land; Quiet Enjoyment.

24.1. No Warranty. Tenant acknowledges that it is fully familiar with the physical and legal condition of the Premises and has received the same in good order and condition. LANDLORD MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE CONDITION OR STATE OF THE PREMISES OR ITS FITNESS OR AVAILABILITY FOR ANY PARTICULAR USE, AND LANDLORD IS NOT LIABLE FOR ANY LATENT OR PATENT DEFECT THEREIN. Tenant's use of the Premises is subject to all existing easements, rights-of-way and set-backs existing as of the date of this Lease.

24.2. Quiet Enjoyment. Landlord covenants and agrees with Tenant that Tenant may peacefully and quietly enjoy the Premises, provided that Tenant is not in default under this Lease after notice and expiration of all cure periods.

25. Environmental.

25.1. Landlord represents and warrants that to the best of its knowledge the Premises has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Premises.

25.2. Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any environmental or industrial

hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Premises and activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

25.3. The indemnifications of this Paragraph specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Premises conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph will survive the expiration or termination of this Lease.

25.4. In the event Tenant becomes aware of any hazardous materials on the Premises, or any environmental or industrial hygiene condition or matter relating to the Premises that, in Tenant's sole determination, renders the condition of the Premises unsuitable for Tenant's use, or if Tenant believes that the leasing or continued use of the leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, and provided that Tenant is not responsible for, in whole or in part, directly or indirectly, any such condition, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to immediately terminate this Lease upon delivery of notice to Landlord.

26. **Sustainability Plan.** Tenant shall endeavor to operate Tenant's Facilities in accordance with the County's Sustainability Plan; provided, the parties understand that Tenant shall not be required to use recycled materials for its improvements.

27. **Notice.** Whenever in this Lease it shall be required that notice or demand be given or served by either party, the notice or demand shall be in writing and shall be delivered by registered or certified mail, postage prepaid, or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows:

If to Landlord: Manager, Pima County Real Property Services
 201 N. Stone Ave., 6th Floor
 Tucson, AZ 85701-1215

With a copy to: Director, Pima County Office of Attractions and Tourism
 33 N. Stone Avenue, 8th Floor
 Tucson, AZ 85701

If to Tenant: Verizon Wireless (VAW) LLC
 d/b/a Verizon Wireless
 180 Washington Valley Road

Bedminster, New Jersey 07921
Attention: Network Real Estate

If mailed, all such notices, demands, requests, or other communications shall be deemed received upon receipt. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request sent. Any party entitled to notices hereunder may from time to time designate to the other parties, in writing and given in accordance with this Section, a different address for service of notice.

28. Miscellaneous.

28.1. Governing Law. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Lease, and any disputes hereunder. Any action relating to this Lease shall be brought and maintained in a court of the State of Arizona in Pima County

28.2. Authority. Each of the Parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Lease.

28.3. Entire Agreement. This Lease is intended by the parties as the final expression of the parties with respect to the subject matter hereof and supersedes any prior or written or oral agreements.

28.4. Severability. Each provision of this Lease stands alone, and any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Lease.

28.5. Conflict of Interest. This Lease is subject to cancellation within three (3) years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Lease on behalf of Landlord or Tenant is, at any time while this Lease or any extension of the Lease is in effect, an employee or agent of any other party to the Lease with respect to the subject matter of the Lease.

28.6. Binding Effect. This Lease shall run with the Premises and shall be binding upon and inure to the benefit of Landlord and Tenant, and their respective successors and assigns.

28.7. Interpretation of Lease. The parties acknowledge that each has had the opportunity to review this Lease with counsel of its or their choice. This Lease will not be construed in favor or against either of the parties but will be interpreted fairly and equitably to effectuate the intent of the parties.

28.8. Tenant Not an Agent of Landlord. Tenant is not an agent of Landlord for any purpose under this Lease or otherwise. Tenant will control activities on the Premises, and Landlord will not control those activities. Tenant's employees and servants will not be under the control of Landlord.

28.9. Non-Discrimination. Tenant 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. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this Lease as if set forth in full herein. During the performance of this Lease, Tenant 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.

28.10. Amendment. This Lease may not be amended except by a written instrument duly executed by both parties.

28.11. Memorandum. Landlord agrees to execute a Memorandum of this Lease which Tenant may record with the appropriate recording officer. The date set forth in the Memorandum is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

28.12. Exhibits. The following Exhibits to this Lease are fully incorporated herein as if set forth at length:

<u>Exhibit A</u>	Description of Premises
<u>Exhibit A-1</u>	Depiction of Premises
<u>Exhibit B</u>	Depiction of Access and Utilities to Premises
<u>Exhibit C</u>	Plans

The Parties have executed this Lease as of the dates set forth below.

Landlord: PIMA COUNTY, a political subdivision of the State of Arizona:

Chair, Board of Supervisors

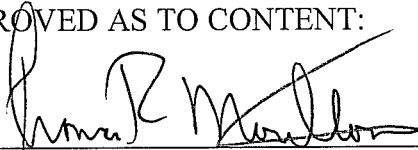
Date

ATTEST:

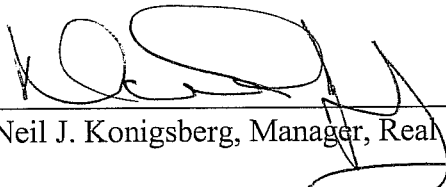
Robin Brigode, Clerk of Board

Date

APPROVED AS TO CONTENT:



Tom Moulton, Director, Pima County Office of
Attractions and Tourism



Neil J. Konigsberg, Manager, Real Property Services

APPROVED AS TO FORM:



10/5/16

Tobin Rosen, Deputy County Attorney, Civil Division

Tenant: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless


Signature

9/23/16
Date

GARY BAILEY
Print Name

Director - Network
Title
Field Engineering.

Exhibit A

Description of Premises

A PORTION OF THE NORTH WEST QUARTER SECTION 14, TOWNSHIP 16 SOUTH, RANGE 15 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH WEST CORNER OF SAID SECTION FROM WHICH THE SOUTH WEST CORNER BEARS SOUTH 00° 23' 14" EAST 5269.82 FEET; THENCE ALONG THE NORTH LINE OF SAID SECTION SOUTH 89° 38' 28" WEST 5284.17 FEET; THENCE SOUTH 00°24'34" EAST, 75.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF BREKKE ROAD; THENCE DEPARTING SAID LINE NORTH 89°38'28" EAST, 42.20 FEET; THENCE SOUTH 01°09'22" EAST, 1062.96 FEET; THENCE SOUTH 88°50'38" WEST, 196.66 FEET; THENCE SOUTH 87°31'06" WEST, 148.28 FEET; THENCE SOUTH 88°50'38" WEST, 34.93 FEET; THENCE SOUTH 01°09'22" EAST, 6.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01°09'22" EAST, 25.00 FEET; THENCE NORTH 88°50'38" EAST, 35.00 FEET; THENCE NORTH 01°09'22" WEST, 25.00 FEET; THENCE SOUTH 88°50'38" WEST, 35.00 FEET TO THE POINT OF BEGINNING.

Exhibit A-1

Depiction of Premises

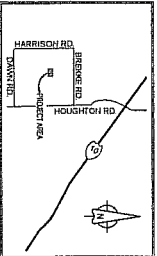
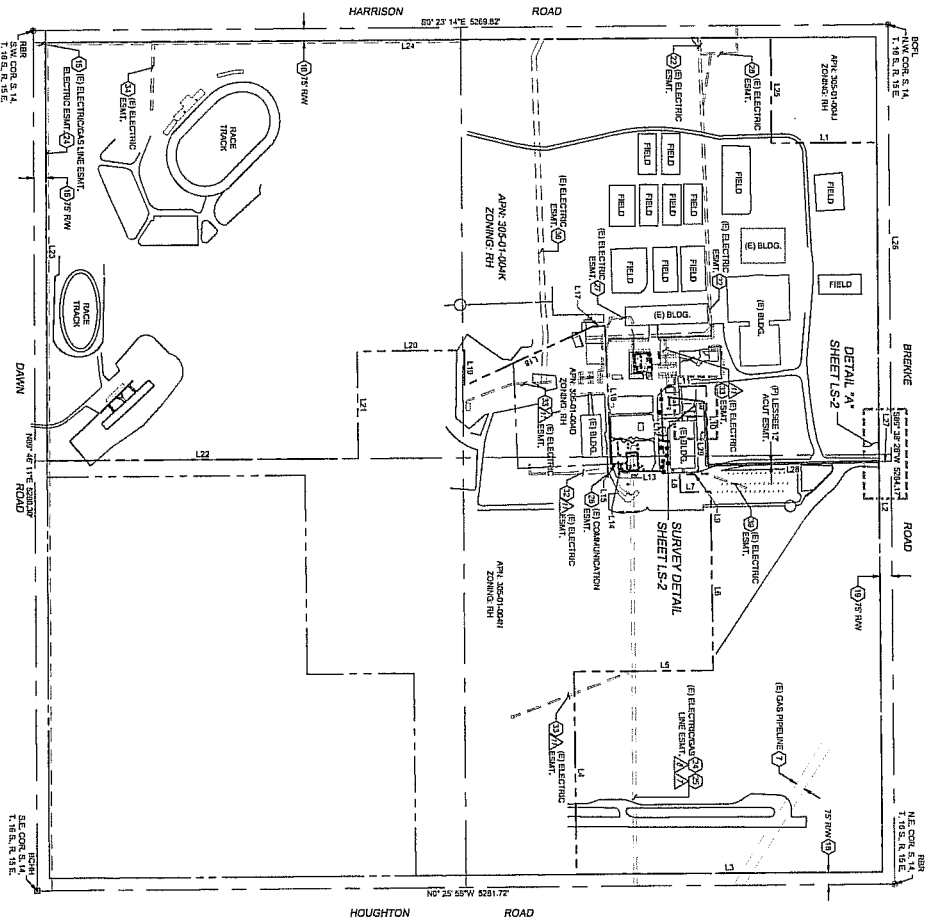
(See Attached)

- PROJECT META DATA
1. BEARING SHOWS HARRISON ARE IMPROVED IN NORTH ASPECT AND HARRISON ROAD FROM APPROXIMATELY 1/4 MILE FROM THE INTERSECTION OF HARRISON ROAD AND HARRISON ROAD TO THE POINT WHERE THE ROAD BEGINS TO CURVE EASTWARD TO THE INTERSECTION OF HARRISON ROAD AND HARRISON ROAD. THE POINT WHERE THE ROAD BEGINS TO CURVE EASTWARD TO THE INTERSECTION OF HARRISON ROAD AND HARRISON ROAD IS LOCATED AT THE CENTER OF THE ROAD.
 2. BEARING SHOWS HARRISON ARE IMPROVED IN NORTH ASPECT AND HARRISON ROAD FROM APPROXIMATELY 1/4 MILE FROM THE INTERSECTION OF HARRISON ROAD AND HARRISON ROAD TO THE POINT WHERE THE ROAD BEGINS TO CURVE EASTWARD TO THE INTERSECTION OF HARRISON ROAD AND HARRISON ROAD. THE POINT WHERE THE ROAD BEGINS TO CURVE EASTWARD TO THE INTERSECTION OF HARRISON ROAD AND HARRISON ROAD IS LOCATED AT THE CENTER OF THE ROAD.

- SEARCHER NOTES
1. ALL TITLE INFORMATION IS BASED UPON A COMMITMENT FOR THE TITLE PROVIDED BY THE TITLE INSURANCE COMPANY. THE INSURANCE COMPANY HAS CONDUCTED A SEARCH OF PUBLIC RECORDS TO DETERMINE THE CURRENT STATUS OF THE PROPERTY AND HAS DETERMINED THAT THE PROPERTY IS UNENCLINED BY ANY OTHER INTERESTS AS OF THE DATE OF THIS REPORT.
 2. SEARCHER HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE THE CURRENT STATUS OF THE PROPERTY.
 3. THE SEARCHER HAS CONDUCTED A SEARCH OF PUBLIC RECORDS TO DETERMINE THE CURRENT STATUS OF THE PROPERTY.
 4. SEARCHER DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN ON THIS PLAN AND THE SEARCHER DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED. THE SEARCHER HAS CONDUCTED A SEARCH OF PUBLIC RECORDS TO DETERMINE THE CURRENT STATUS OF THE PROPERTY.

LINE TABLE

LINE	LENGTH	BEARING
L1	846.01	N87°22'14"W
L2	446.23	N87°22'28"E
L3	1848.64	S97°22'57"E
L4	1048.10	S87°22'00"W
L5	807.74	N87°22'47"W
L6	1101.21	S87°18'07"W
L7	1400.89	S71°02'48"E
L8	1161.85	S86°17'27"W
L9	778.00	N17°42'00"W
L10	340.00	S87°17'27"W
L11	324.00	S71°42'48"E
L12	514.17	N87°17'12"E
L13	236.25	S87°41'42"E
L14	484.2	S97°27'07"W
L15	234.1	S71°22'47"E
L16	600.00	S87°22'16"W
L17	324.00	S71°42'48"E
L18	807.74	S87°22'00"W
L19	217.71	S87°21'00"W
L20	868.31	S71°02'48"E
L21	868.31	N87°21'44"E
L22	1016.12	S71°22'57"E
L23	2568.12	S87°46'11"W
L24	4471.39	N87°23'14"W
L25	843.1	N87°22'28"E
L26	2343.1	N87°22'28"E
L27	34.00	S71°02'48"E
L28	1002.00	S71°02'48"E
L29	1002.00	S71°02'48"E
L30	1443.2	S87°21'00"W
L31	343.9	S87°23'30"W
L32	83.9	S71°02'48"E
L33	26.00	S71°02'48"E
L34	36.00	N87°22'28"E
L35	36.00	N71°02'27"W
L36	36.00	S87°22'57"W
L37	3.8	S71°02'48"E
L38	0.42	S86°52'38"W
L39	2034.1	S77°22'14"W
L40	2.9	S71°02'48"E
L41	8.00	N87°22'28"E
L42	34.56	N87°22'28"E



LEGEND

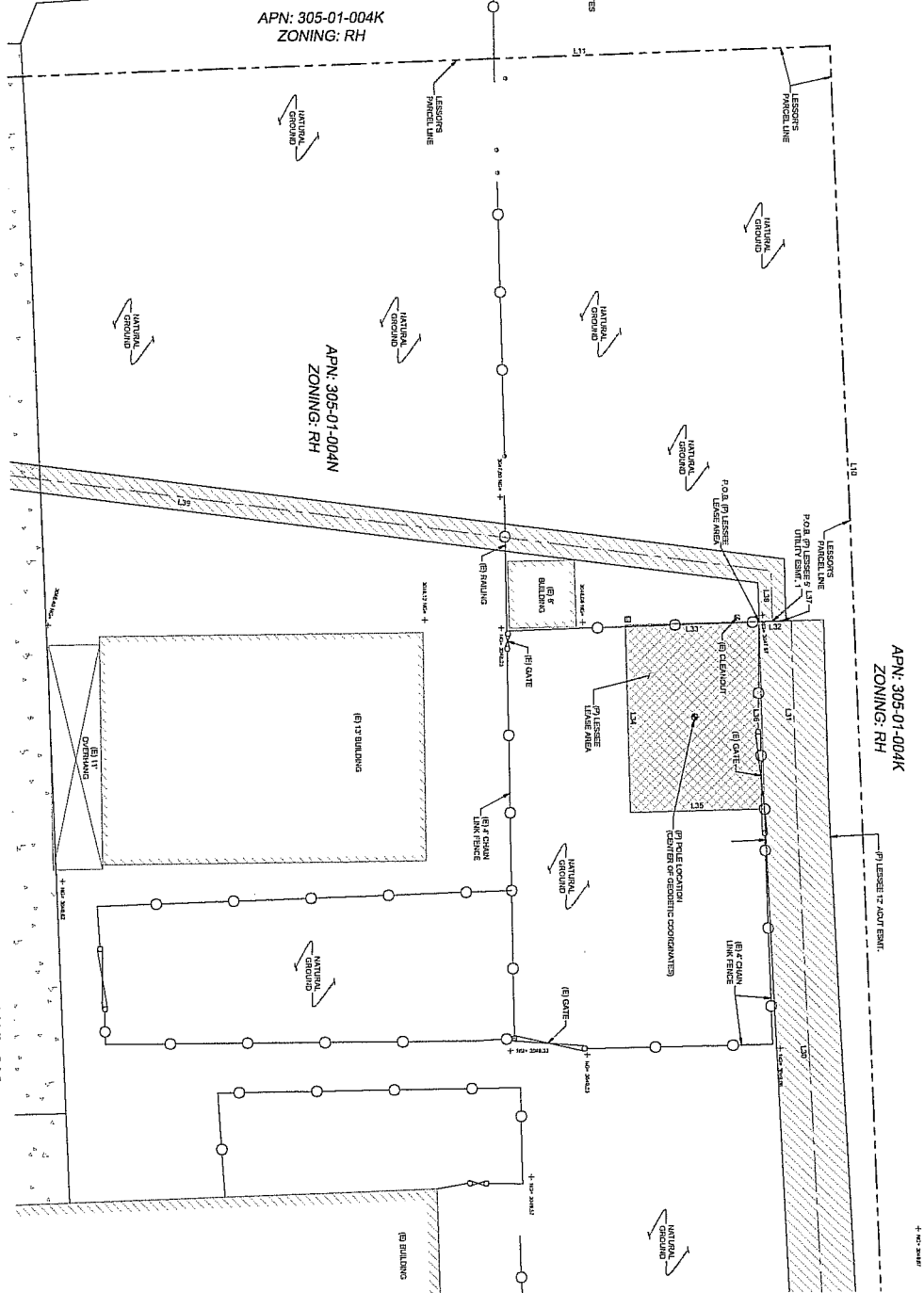
- BARRICADE
- BUILDING FOOTPRINT
- BLDG TOP OF BUILDING
- DAW ACCESS DRIVEWAY
- ASPR ACCESS DRIVEWAY
- EASEMENT LINE
- EASEMENT HEX
- SCHEDULE HEX
- PROPERTY OF GEODETIC COORDINATES
- PROPERTY LINE (OTHER)
- RIGHT-OF-WAY LINE
- CENTERLINE
- CHANNEL LINE
- CHANNEL INTERFERENCE
- WOOD OR OTHER OBSTRUCTION

<p>Verizon 126 W. GEMINI DR. TEMPE, AZ 85283</p>																			
<p>P+S Consulting CONSULTING ENGINEERS AND SURVEYORS</p>																			
<p>FIELD BY: JFS</p> <p>DRAWN BY: JIJ</p> <p>CHECKED BY: RZF</p>	<p>NO. DATE DESCRIPTION</p> <table border="1"> <tr><td>6</td><td>02/24/16</td><td>REVISION</td></tr> <tr><td>5</td><td>02/17/16</td><td>REVISION-RJ</td></tr> <tr><td>4</td><td>02/04/16</td><td>REVISION-RJ</td></tr> <tr><td>3</td><td>12/07/15</td><td>REVISED</td></tr> <tr><td>2</td><td>11/26/15</td><td>REVISION-RJ</td></tr> <tr><td>1</td><td>10/27/15</td><td>PRELIMINARY</td></tr> </table>	6	02/24/16	REVISION	5	02/17/16	REVISION-RJ	4	02/04/16	REVISION-RJ	3	12/07/15	REVISED	2	11/26/15	REVISION-RJ	1	10/27/15	PRELIMINARY
6	02/24/16	REVISION																	
5	02/17/16	REVISION-RJ																	
4	02/04/16	REVISION-RJ																	
3	12/07/15	REVISED																	
2	11/26/15	REVISION-RJ																	
1	10/27/15	PRELIMINARY																	
<p>RILEE CONSULTING</p> <p>11300 S. HOUGHTON RD. TUCSON AZ 85747</p> <p>DATE: 02/24/16</p>																			
<p>PROJECT NO. 14003009</p> <p>SITE NAME: TUC QUARTER MILE</p> <p>SITE ADDRESS: 11300 S. HOUGHTON RD. TUCSON AZ 85747</p>																			
<p>SHEET TITLE: BOUNDARY DETAIL</p> <p>SHEET NO. LS-1</p> <p>REVISION: 4</p>																			

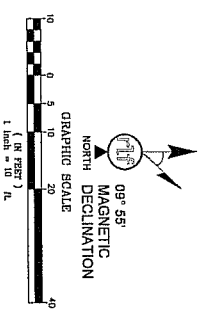
LEGEND

- 1. CONCRETE SLAB
- 2. ASPHALT
- 3. SIDEWALK
- 4. TOP OF CURB
- 5. ELECTRICAL
- 6. ELECTRICAL SWITCH
- 7. SPRIAL CEMENT
- 8. DOLLARD
- 9. DECKWOOD TREE
- 10. SCHEDULE B HICK CHAIN LINK FENCE

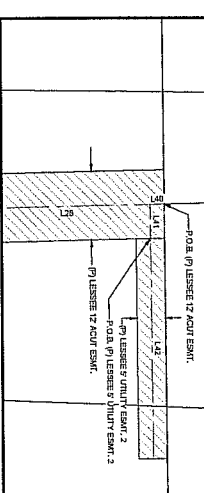
LINE	LENGTH	BEARING
L1	544.01	N 67° 27' 14" W
L2	448.23	N 87° 38' 23" E
L3	164.64	S 87° 38' 23" E
L4	124.18	S 88° 25' 54" W
L5	657.24	N 67° 27' 14" W
L6	1108.21	S 87° 38' 23" E
L7	163.94	S 17° 42' 42" E
L8	115.62	S 88° 10' 17" W
L9	115.62	N 17° 42' 42" E
L10	544.01	N 67° 27' 14" W
L11	275.00	S 17° 42' 42" E
L12	515.47	N 67° 10' 17" E
L13	202.25	S 87° 38' 23" E
L14	48.42	S 87° 38' 23" E
L15	58.64	S 72° 44' 4" E
L16	65.00	S 87° 38' 23" E
L17	73.62	S 87° 38' 23" E
L18	65.00	S 87° 38' 23" E
L19	65.00	S 87° 38' 23" E
L20	65.00	S 87° 38' 23" E
L21	65.00	S 87° 38' 23" E
L22	65.00	S 87° 38' 23" E
L23	65.00	S 87° 38' 23" E
L24	65.00	S 87° 38' 23" E
L25	65.00	S 87° 38' 23" E
L26	65.00	S 87° 38' 23" E
L27	75.00	S 17° 42' 42" E
L28	163.94	S 17° 42' 42" E
L29	163.94	S 17° 42' 42" E
L30	163.94	S 17° 42' 42" E
L31	343.00	S 87° 38' 23" W
L32	430.00	S 17° 42' 42" E
L33	23.00	S 17° 42' 42" E
L34	23.00	S 17° 42' 42" E
L35	23.00	S 17° 42' 42" E
L36	23.00	S 17° 42' 42" E
L37	23.00	S 17° 42' 42" E
L38	23.00	S 17° 42' 42" E
L39	23.00	S 17° 42' 42" E
L40	23.00	S 17° 42' 42" E
L41	23.00	S 17° 42' 42" E
L42	23.00	S 17° 42' 42" E



POSITION OF GEOMETRIC COORDINATES
 LOCATED TO 470.00' WEST (W) AND
 ELEVATION @ SURVEY POINT (V) (M)



DETAIL 'A'




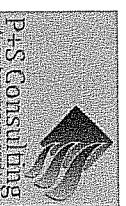
 126 W. GEMINI DR. TEMPE, AZ 85283	 P+S Consulting 1000 N. CENTRAL AVENUE, SUITE 100 PHOENIX, AZ 85004	FIELD BY: JTB DRAWN BY: JTB CHECKED BY: RIF	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td>1</td><td>10/27/15</td><td>PRELIMINARY</td></tr> <tr><td>2</td><td>11/03/15</td><td>REVISION-ITJ</td></tr> <tr><td>3</td><td>12/07/15</td><td>FINAL-ITJ</td></tr> <tr><td>4</td><td>01/04/16</td><td>REVISION-ITJ</td></tr> <tr><td>5</td><td>02/12/16</td><td>REVISION-ITJ</td></tr> <tr><td>6</td><td>04/07/16</td><td>REVISION</td></tr> </tbody> </table>	NO.	DATE	DESCRIPTION	1	10/27/15	PRELIMINARY	2	11/03/15	REVISION-ITJ	3	12/07/15	FINAL-ITJ	4	01/04/16	REVISION-ITJ	5	02/12/16	REVISION-ITJ	6	04/07/16	REVISION	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>PROJECT NO.</td> <td>14003009</td> </tr> <tr> <td>SITE NAME</td> <td>TUC QUARTER MILE</td> </tr> <tr> <td>SITE ADDRESS</td> <td>11380 S. HOUGHTON RD. TUCSON AZ 85747</td> </tr> <tr> <td>SHEET TITLE</td> <td>SURVEY DETAIL</td> </tr> <tr> <td>SHEET NO.</td> <td>LS-2</td> </tr> <tr> <td>REVISION</td> <td>4</td> </tr> </table>	PROJECT NO.	14003009	SITE NAME	TUC QUARTER MILE	SITE ADDRESS	11380 S. HOUGHTON RD. TUCSON AZ 85747	SHEET TITLE	SURVEY DETAIL	SHEET NO.	LS-2	REVISION	4
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Exhibit B

Depiction of Access and Utilities to Premises

LESSEE 12' ACCESS/UTILITY EASEMENT LEGAL DESCRIPTION

A 12.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF THE NORTH HALF OF SECTION 14, TOWNSHIP 16 SOUTH, RANGE 15 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTH WEST CORNER OF SAID SECTION FROM WHICH THE SOUTH WEST CORNER BEARS SOUTH 00° 23' 14" EAST 5269.82 FEET; THENCE ALONG THE NORTH LINE OF SAID SECTION SOUTH 89° 38' 28" WEST 2642.09 FEET; THENCE SOUTH 00°24'34" EAST, 75.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF BREKKE ROAD; THENCE DEPARTING SAID LINE NORTH 89°38'28" EAST, 42.20 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01°09'22" EAST, 1062.96 FEET; THENCE SOUTH 88°50'38" WEST, 196.66 FEET; THENCE SOUTH 87°31'06" WEST, 148.28 FEET; THENCE SOUTH 88°50'38" WEST, 34.93 FEET TO THE POINT OF TERMINUS.

ALL SIDELINES SHALL BE LENGTHENED OR SHORTENED TO FORM ONE CONTIGUOUS PARCEL.

LESSEE 5' UTILITY EASEMENT 1 LEGAL DESCRIPTION

A 5.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF THE NORTH HALF OF SECTION 14, TOWNSHIP 16 SOUTH, RANGE 15 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTH WEST CORNER OF SAID SECTION FROM WHICH THE SOUTH WEST CORNER BEARS SOUTH 00° 23' 14" EAST 5269.82 FEET; THENCE ALONG THE NORTH LINE OF SAID SECTION SOUTH 89° 38' 28" WEST 2642.09 FEET; THENCE SOUTH 00°24'34" EAST, 75.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF BREKKE ROAD; THENCE DEPARTING SAID LINE NORTH 89°38'28" EAST, 42.20 FEET; THENCE SOUTH 01°09'22" EAST, 1062.96 FEET; THENCE SOUTH 88°50'38" WEST, 196.66 FEET; THENCE SOUTH 87°31'06" WEST, 148.28 FEET; THENCE SOUTH 88°50'38" WEST, 34.93 FEET; THENCE SOUTH 01°09'22" EAST, 3.50 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 88°50'38" WEST, 9.42 FEET; THENCE SOUTH 07°28'14" WEST, 220.94 FEET TO THE POINT OF TERMINUS.

ALL SIDELINES SHALL BE LENGTHENED OR SHORTENED TO FORM ONE CONTIGUOUS PARCEL.

LESSEE 5' UTILITY EASEMENT 2 LEGAL DESCRIPTION

A 5.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF THE NORTH HALF OF SECTION 14, TOWNSHIP 16 SOUTH, RANGE 15 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

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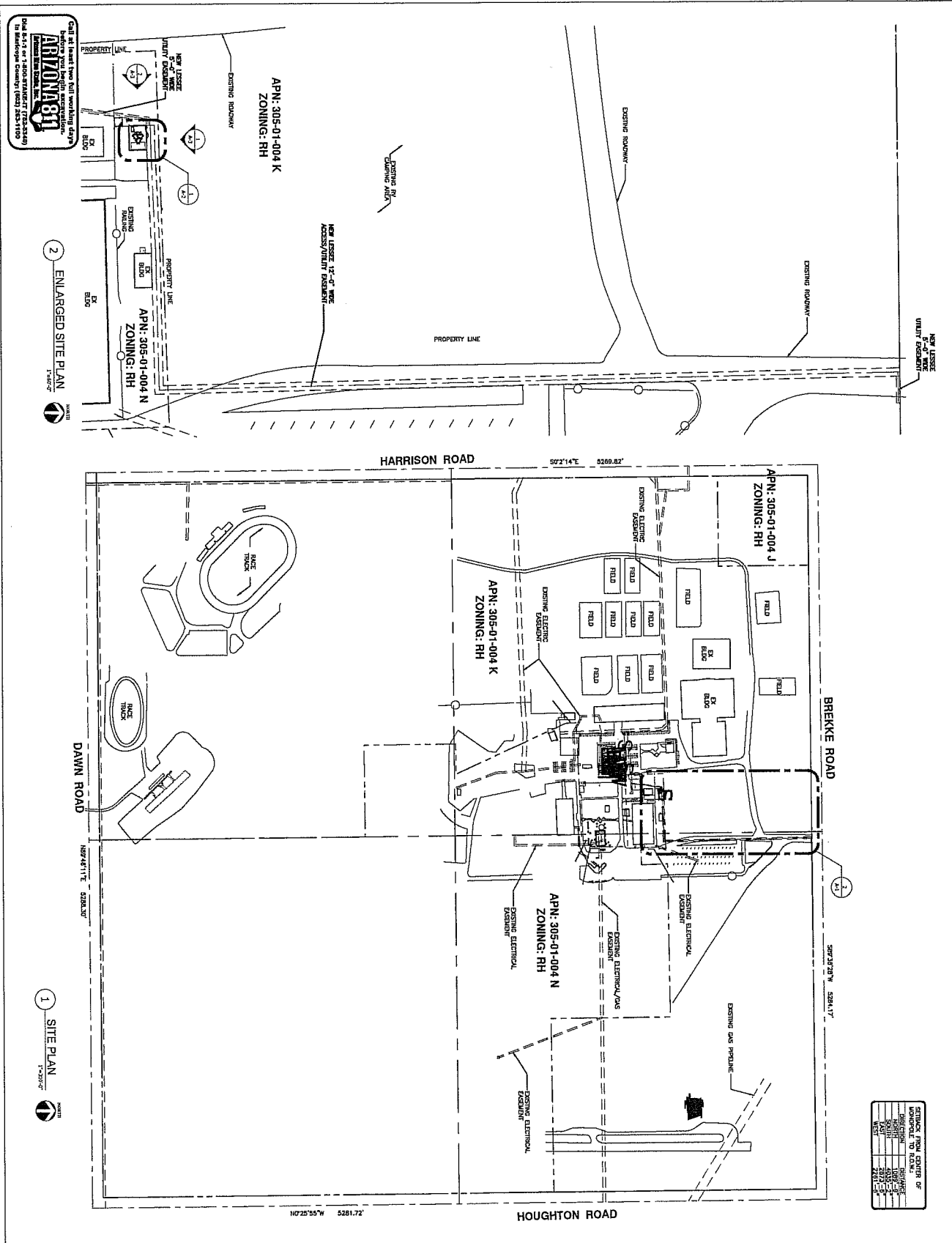
THENCE NORTH 89°38'28" EAST, 38.56 FEET TO THE POINT OF TERMINUS;

ALL SIDELINES SHALL BE LENGTHENED OR SHORTENED TO FORM ONE CONTIGUOUS PARCEL.

Exhibit C

Plans

(See Attached)



SEARCH FROM CENTER OF LOTS/POLE TO ROW:

APN	ACRES	OWNER
305-01-004 J	2.80	VERIZON WIRELESS
305-01-004 K	2.80	VERIZON WIRELESS
305-01-004 N	2.80	VERIZON WIRELESS

Verizon Wireless
 128 W. GEMINI DR. TEMPE, AZ 85283
 PHONE: (480) 777-4350
 FAX: (480) 777-4351

P+S Consulting
 ALWAYS HERE WHEN YOU NEED US

PROPRIETARY INFORMATION
 THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THIS PROJECT IS STRICTLY PROHIBITED WITHOUT THE WRITTEN CONSENT OF P+S CONSULTING LLC.

SITE NAME & ADDRESS:
 TUC QUARTER MILE
 11300 S. HOUGHTON RD
 TUCSON, AZ 85747

ISSUE STATUS:

NO.	DATE	DESCRIPTION
1	02/21/14	ISSUE FOR CLIENT REVIEW

DATE	BY	DESCRIPTION

SHEET TITLE:
 SITE PLAN

SHEET NUMBER:
 A-1


2 ENLARGED SITE PLAN
 1"=80'-0"

1 SITE PLAN
 1"=200'-0"

Call at least two full working days before you begin construction.
ARIZONA 817
 PERMITS TO CONSTRUCT
 11300 S. HOUGHTON RD
 TUCSON, AZ 85747
 (520) 792-2200
 (520) 792-2201
 (520) 792-2202
 (520) 792-2203
 (520) 792-2204
 (520) 792-2205
 (520) 792-2206
 (520) 792-2207
 (520) 792-2208
 (520) 792-2209
 (520) 792-2210

Call at least two full working days before your building construction.
ARIZONA811
 Arizona's One-Call System
 1-800-487-4811
 1-800-487-4811
 In Maricopa County (602) 253-1100

VeriZon Wireless
 126 W. GEMINI DR., TOMBPE, AZ 85233
 PHONE: (480) 777-4380
 FAX: (480) 777-4381

P+S Consulting
 Always There. Always Right.


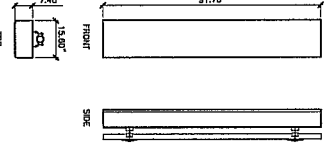
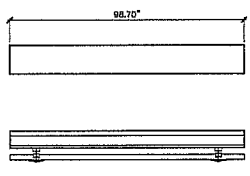
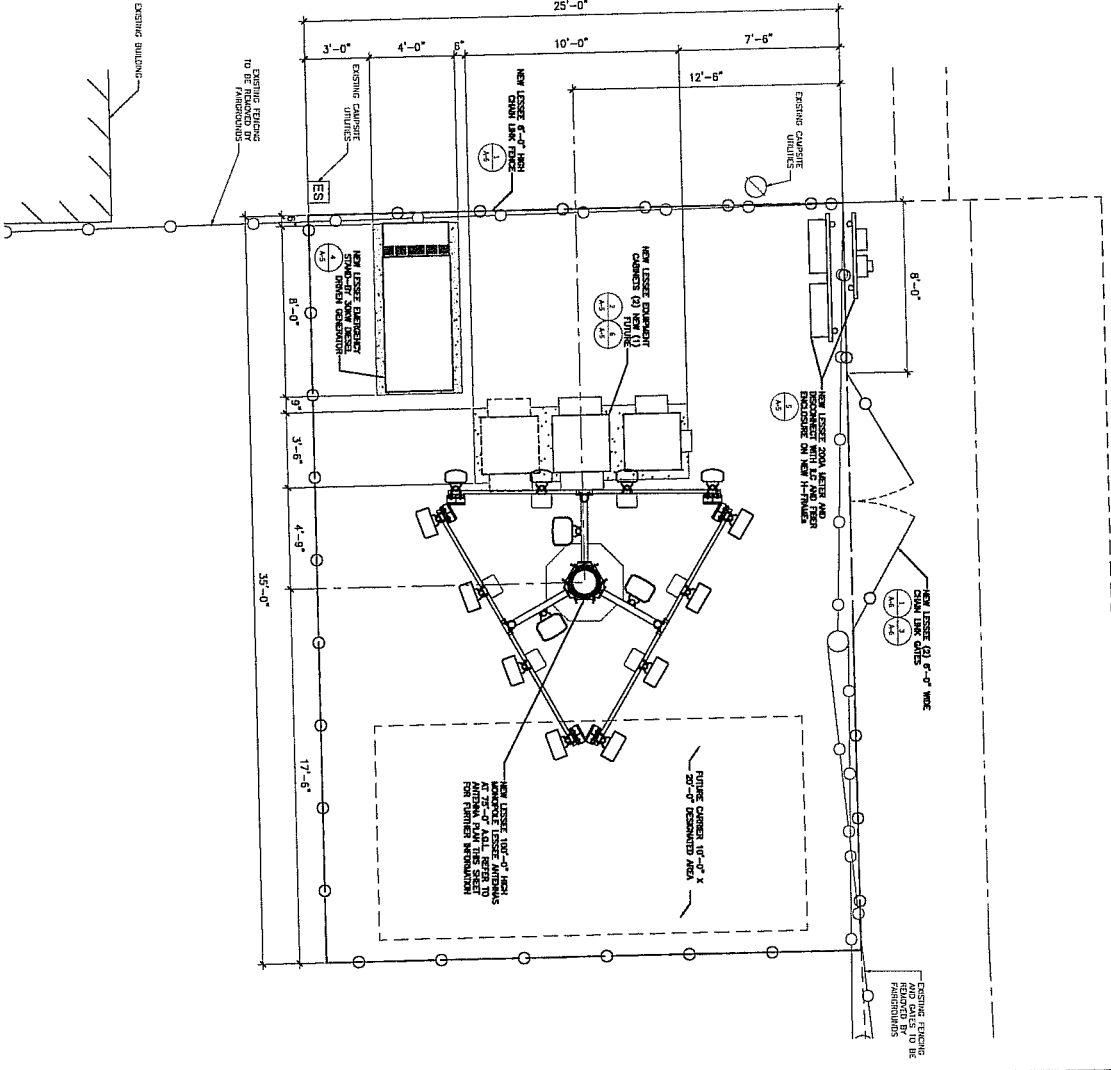
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DESIGN NO.:	DATE:	SCALE:
SP:	ISSUE NO.:	
SITE NAME & ADDRESS:		
TUC QUARTER MILE		
11300 S HOUGHTON RD TUCSON, AZ 85741		
ISSUE STATUS:		
DATE:	DESCRIPTION:	
A	CD/1/1/16	ISSUE FOR CLIENT REVIEW

SHEET TITLE:
 ENLARGED SITE
 PLAN & ANTENNA
 INFORMATION

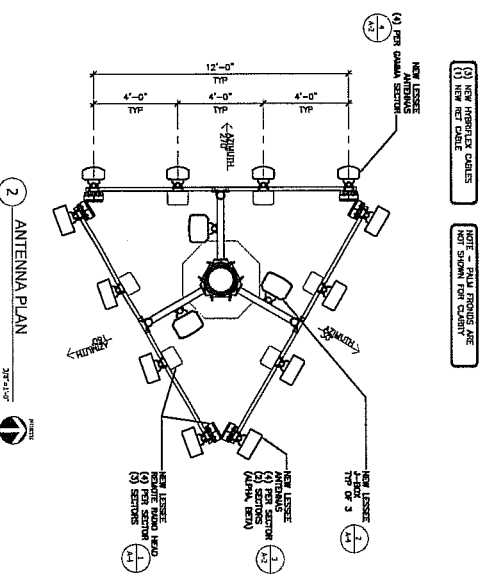
SHEET NUMBER:
A-2

1 SITE PLAN
 3/24/14



3 NEW ANTENNA DETAIL
 1/2" = 1'-0"

4 NEW ANTENNA DETAIL
 1/2" = 1'-0"



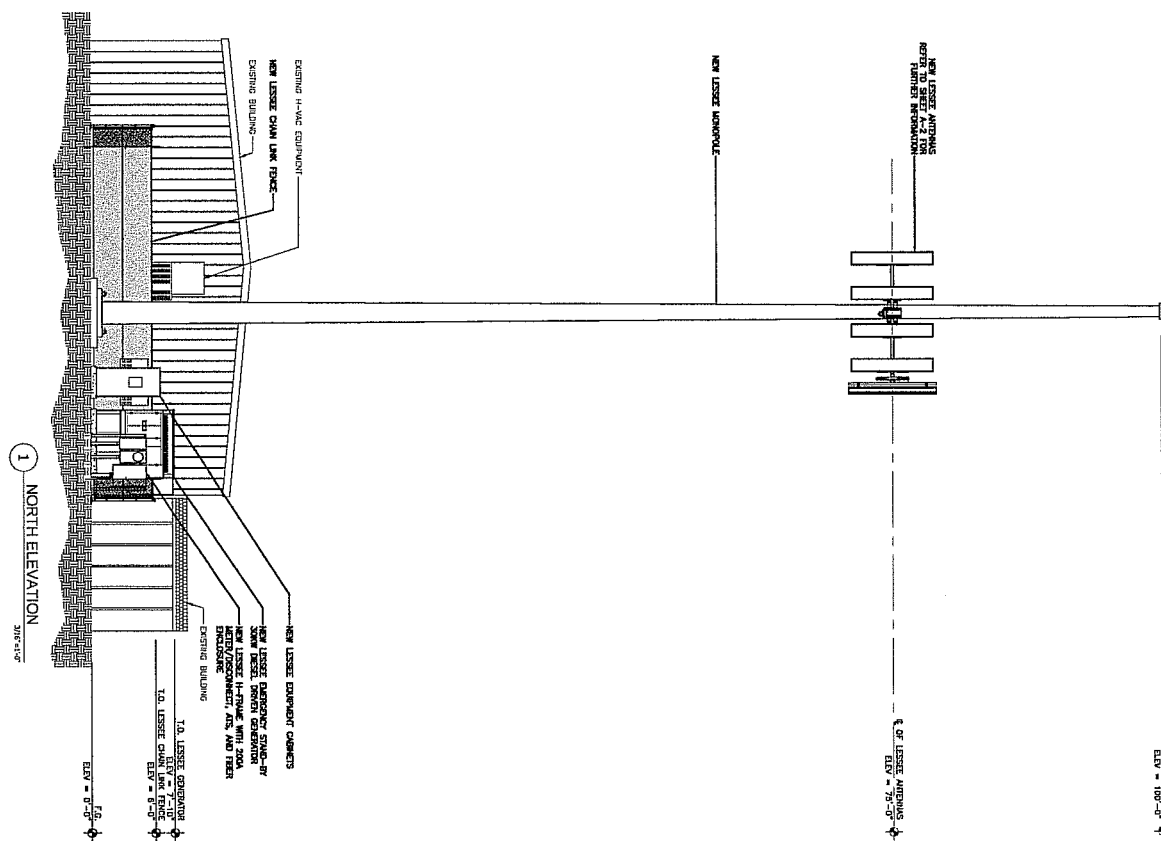
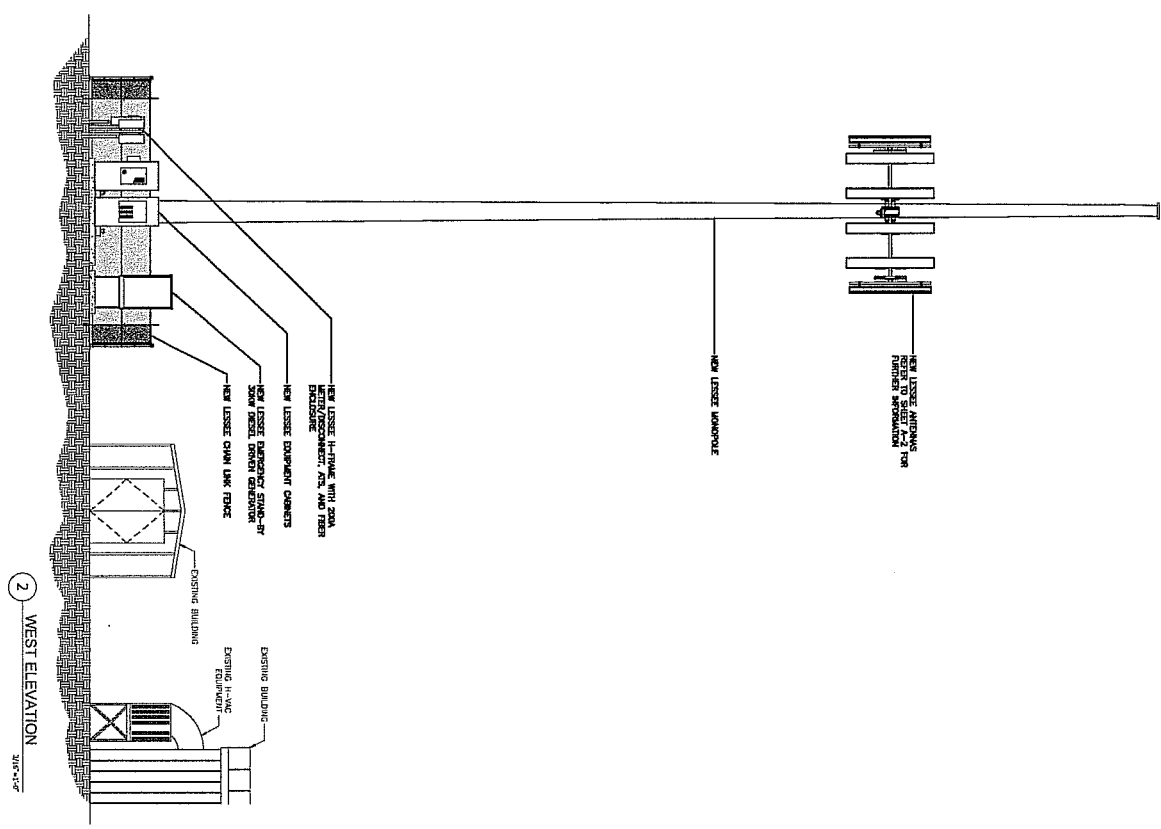
1 SITE PLAN
 3/24/14

A-2

Call at least two full working days before you begin construction.

ARIZONA

PHD 6-1-1 or 1-800-574-1777 (TUC-5547)
 In Maricopa County (928) 283-1199



T.A. LESSEE
 ELEV = 10'-0"

NEW LESSEE ANTENNAS
 REFER TO SHEET A-2 FOR
 ANTENNA INFORMATION
 ELEV = 7'-0"

NEW LESSEE MONOPOLE

1 NORTH ELEVATION
 21/8" = 1'-0"

2 WEST ELEVATION
 21/8" = 1'-0"

Verizon wireless

126 W. GEMINI DR., TEMPE, AZ 85283
 PHONE: (480) 777-4350
 FAX: (480) 777-4351

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 ALWAYS THERE WHEN YOU NEED US

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DATE	DESCRIPTION	DATE	BY
03/21/14	ISSUE FOR CLIENT REVIEW		

ISSUE STATUS:

SITE NAME & ADDRESS:
 TUC QUARTER MILE
 11300 S HODGHTON RD
 TUCSON, AZ 85721

DESIGNER	DATE
SP	03/15/14
CHK	JAN
APP	SOP

SHEET NUMBER:
A-3

SHEET TITLE:
ELEVATIONS

Upon Recording, Return to:

Sherman & Howard L.L.C.
Attention: Eileen Lynch
633 17th Street, Suite 3000
Denver, Colorado 80202

Re: TUC Quarter Mile

(Space above for Recorder's Office)

STATE OF ARIZONA)
)
COUNTY OF PIMA)

CONTRACT
NO. CTN-ED-17-073
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

MEMORANDUM OF COMMUNICATIONS SITE LEASE

This Memorandum of COMMUNICATIONS SITE LEASE is made as of the date of last execution below by and between Pima County, a political subdivision of the State of Arizona, hereinafter designated "Landlord", and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless with an address for notices at 180 Washington Valley Road, Bedminster, New Jersey 07921, Attn: Network Real Estate, hereinafter designated "Tenant". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. Landlord and Tenant entered into a Communications Site Lease (the "Agreement") on _____, 2016. The Agreement shall be for an initial term of five (5) years, commencing on the Commencement Date (defined hereinafter), and shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then-current term.

2. Upon commencement of the Agreement, Landlord shall lease to Tenant the land which is legally described on Exhibit A. The Premises total approximately 875 square feet. Access and utility easements are described on Exhibit B.

3. The "Commencement Date" shall mean the earlier of: (i) the 1st day of the first full month that is 365 days after full execution of the Agreement, or (ii) the date Tenant commences ground disturbance for installation of the equipment on the Premises ("Ground Disturbance"), provided that in the event the date Tenant commences Ground Disturbance falls between the 1st and 15th of the month, the Lease shall commence on the 1st of that month, and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date").

4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum to be duly executed on the date last written below.

Landlord: Pima County, a political subdivision of the State of Arizona

_____ Date
Chair, Board of Supervisors

LANDLORD ACKNOWLEDGMENT

APPROVED AS TO FORM
[Signature] id/s/16
Deputy County Attorney
TOBIN ROSEN

State of Arizona)
County of Pima)

On _____, 2016, before me, _____,
Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

Place Notary Seal Above

Tenant: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

[Signature]
Signature

9/28/16
Date

GARY BAILEY
Print Name

Director -
Network - Field
Title Engineering

TENANT ACKNOWLEDGMENT

State of Arizona)
County of MARICOPA)

On SEPTEMBER 28, 2016, before me, CHRISTINA L. SLADE,
Notary Public, personally appeared GARY BAILEY who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized capacity, and that by his
signature on the instrument the person, or the entity upon behalf of which the person acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ARIZONA
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public



EXHIBIT A

[LEGAL DESCRIPTION]

A PORTION OF THE NORTH WEST QUARTER SECTION 14, TOWNSHIP 16 SOUTH, RANGE 15 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH WEST CORNER OF SAID SECTION FROM WHICH THE SOUTH WEST CORNER BEARS SOUTH 00° 23' 14" EAST 5269.82 FEET; THENCE ALONG THE NORTH LINE OF SAID SECTION SOUTH 89° 38' 28" WEST 5284.17 FEET; THENCE SOUTH 00°24'34" EAST, 75.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF BREKKE ROAD; THENCE DEPARTING SAID LINE NORTH 89°38'28" EAST, 42.20 FEET; THENCE SOUTH 01°09'22" EAST, 1062.96 FEET; THENCE SOUTH 88°50'38" WEST, 196.66 FEET; THENCE SOUTH 87°31'06" WEST, 148.28 FEET; THENCE SOUTH 88°50'38" WEST, 34.93 FEET; THENCE SOUTH 01°09'22" EAST, 6.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01°09'22" EAST, 25.00 FEET; THENCE NORTH 88°50'38" EAST, 35.00 FEET; THENCE NORTH 01°09'22" WEST, 25.00 FEET; THENCE SOUTH 88°50'38" WEST, 35.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

[ACCESS AND UTILITIES DESCRIPTION]

LESSEE 12' ACCESS/UTILITY EASEMENT LEGAL DESCRIPTION

A 12.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF THE NORTH HALF OF SECTION 14, TOWNSHIP 16 SOUTH, RANGE 15 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

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ALL SIDELINES SHALL BE LENGTHENED OR SHORTENED TO FORM ONE CONTIGUOUS PARCEL.

LESSEE 5' UTILITY EASEMENT 1 LEGAL DESCRIPTION

A 5.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF THE NORTH HALF OF SECTION 14, TOWNSHIP 16 SOUTH, RANGE 15 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTH WEST CORNER OF SAID SECTION FROM WHICH THE SOUTH WEST CORNER BEARS SOUTH 00° 23' 14" EAST 5269.82 FEET; THENCE ALONG THE NORTH LINE OF SAID SECTION SOUTH 89° 38' 28" WEST 2642.09 FEET; THENCE SOUTH 00°24'34" EAST, 75.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF BREKKE ROAD; THENCE DEPARTING SAID LINE NORTH 89°38'28" EAST, 42.20 FEET; THENCE SOUTH 01°09'22" EAST, 1062.96 FEET; THENCE SOUTH 88°50'38" WEST, 196.66 FEET; THENCE SOUTH 87°31'06" WEST, 148.28 FEET; THENCE SOUTH 88°50'38" WEST, 34.93 FEET; THENCE SOUTH 01°09'22" EAST, 3.50 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 88°50'38" WEST, 9.42 FEET; THENCE SOUTH 07°28'14" WEST, 220.94 FEET TO THE POINT OF TERMINUS.

ALL SIDELINES SHALL BE LENGTHENED OR SHORTENED TO FORM ONE CONTIGUOUS PARCEL.

LESSEE 5' UTILITY EASEMENT 2 LEGAL DESCRIPTION

A 5.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF THE NORTH HALF OF SECTION 14, TOWNSHIP 16 SOUTH, RANGE 15 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

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THENCE NORTH 89°38'28" EAST, 38.56 FEET TO THE POINT OF TERMINUS;

ALL SIDELINES SHALL BE LENGTHENED OR SHORTENED TO FORM ONE CONTIGUOUS PARCEL.