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SMALL CELL WIRELESS TERMS AND CONDITIONS

The Common Council of the City of Mesa has adopted the following terms and conditions (the "Terms") to govern the use of City-Owned right-of-way for the placement of wireless facilities by a Wireless Services Provider as defined by the Arizona Revised Statutes ("ARS"), Section 9-591, *et seq.*, Title 9, Chapter 5, Article 8, entitled "Use of Public Highways by Wireless Providers ("Article 8"). These terms are effective as of February 9, 2018, and may be amended only upon approval of the City Council. These Terms work together with Section 713 of the City's Engineering and Design Standards, and the Exhibits hereto, to implement Article 8 in the City of Mesa.

RECITALS

A. As authorized by Article 8, Wireless Service Providers will attach Wireless Facilities to Authority Utility Poles located in the ROW, and where permitted, erect Monopoles in the ROW.

B. All City-owned structures approved for such private uses must retain their primary governmental purpose, and those entities occupying public property must not interfere with those purposes in any way, nor shall their activities create an unreasonably dangerous condition for the public.

C. The purpose of these Terms is to protect the health, safety, and welfare for the public, and to protect the value of and physical integrity of publicly-owned property and assets.

1. DEFINITIONS

1.1. "Antenna(s)" means the physical structure, or structures, as depicted on the Site Plans, which are attached to (or incorporated into) the City-Owned Structure that transmits and/or receives communications exclusively for Permitted Uses by converting electric current to/from electromagnetic waves used in providing wireless services.

1.2. "Applicable Laws" means the federal, state, county, and City of Mesa laws, ordinances, rules, regulations, and permit requirements that apply to Licensee's use of the Use Areas.

1.3. "Authority Utility Pole" means a utility pole that is owned or operated by the City and that is in the ROW. Authority Utility Pole does not include a utility pole that is used for electric distribution.

1.4. "City-Owned Structure" means the vertical element owned by City and located in the ROW, to which Licensee will attach an Antenna, and which applicable Mesa codes, standards, specifications, and regulations permit the collocation

of Small Wireless Facilities. Authority Utility Poles and City-Owned Monopoles are included in the definition of City-Owned Structures.

1.5. "Equipment Cabinets" shall mean equipment that is ground mounted or placed on a concrete slab that contains Licensee's improvements, personal property and facilities to operate its Antenna(s) for Permitted Uses including: radio receivers, transmitters, related facilities, and/or cabinets, related cables and utility lines, location based power source (including a battery), the electrical meter and any other equipment necessary for the operation of wireless antenna.

1.6. "Licensee" shall mean an entity providing wireless services and that holds a valid site license to use the ROW for such business.

1.7. "Licensee's Facilities" shall mean the Antennas, Equipment Cabinets, and all other cable, wire, equipment, conduit, screen walls, or other such element used by Licensee for Permitted Uses including antennas, radios and cable owned by third parties, in connection with its installation of Monopoles and Small Cell Wireless Facilities and related equipment on City-Owned Structures pursuant to individual Site Licenses.

1.8. "Monopole" means a wireless support structure that is not more than forty inches in diameter at the ground level and that has all of the wireless facilities mounted on the pole or contained inside the pole.

1.9. "Parties" means the City and a Licensee, collectively.

1.10. "Party" means the City or a Licensee, singly.

1.11. "Permitted Uses" means, and is limited to, Licensee's right to construct, install, operate, maintain and repair the related support facilities (such as wireless antennas and equipment cabinets) for the delivery of wireless services.

1.12. "Right-of-Way or ROW" means the area on, below or above a public roadway, highway, street, sidewalk, alley or utility easement. Right-of-way does not include a federal interstate highway, a state highway or state route under the jurisdiction of the department of transportation, a private easement, property that is owned by a special taxing district, or a utility easement that does not authorize the deployment sought by the wireless provider.

1.13. "Site License" means a revocable, nonexclusive permission to attach facilities to City-Owned Structures and encroach in the ROW, which does not create or confer any interest in real or personal property.

1.14. "Small Cell Wireless Facility" means a wireless facility that meets both of the following qualifications:

1.14.1. Having all antennas located inside an enclosure of not more than six cubic feet in volume, or in the case of an antenna that has exposed elements, the antenna and all of the antenna's exposed elements could fit within an imaginary enclosure of not more than six cubic feet in volume; and

1.14.2. All other wireless equipment associated with the facility are cumulatively not more than twenty-eight cubic feet in volume, or fifty cubic feet in volume if the equipment was ground mounted before August 9, 2017. The following types of associated ancillary equipment are not included in the calculation of equipment volume under this definition: (i) an electric meter; (ii) concealment features; (iii) a telecommunications demarcation box; (iv) grounding equipment; (v) a power transfer switch; (vi) a cutoff switch; and (vii) vertical cable runs for the connection of power and other services.

1.15. "Small Wireless Facility" means a Small Cell Wireless Facility or a Monopole.

1.16. "Third Party Areas" means the portions of the right-of-way, such as canal and railroad crossings or other areas that for any reason have limited right-of-way dedications or that have regulatory use restrictions imposed by a third party.

1.17. "Use Area" means the area that Licensee is permitted to use pursuant to an approved Site License. The term Use Area includes the area depicted on the Site License that shows where antenna and other Wireless Facilities will be attached to the City-Owned Structure, and where the Equipment Cabinet and Cable Route will be located. The Use Area shall be the smallest geometric shape necessary to accommodate the Wireless Facilities.

1.18. "Utility Pole" means a pole or similar structure that is used in whole or in part for communications service, electric distribution, lighting or traffic signals. Utility pole does not include a monopole.

1.19. "Wireless Facility" means equipment at a fixed location that enables wireless communications between users of equipment and a communications network, including both of the following: (a) equipment associated with wireless communications; and (b) radio transceivers, antennas, coaxial or fiber-optic cables, regular and backup power supplies and comparable equipment, regardless of technological configuration.

1.19.1. Includes small wireless facilities.

1.19.2. Does not include the structure or improvements on, under or within which the equipment is collocated, wireline backhaul facilities, coaxial or fiber-optic cable that is between wireless support structures or utility

poles or coaxial or fiber-optic cable that is otherwise not immediately adjacent to, or directly associated with, an antenna.

1.19.3. Does not include wi-fi radio equipment described in ARS § 9-506, Subsection I or microcell equipment described in ARS § 9-584, Subsection E.

1.20. "Wireless Services" means any services that are provided to the public and that use licensed or unlicensed spectrum, whether at a fixed location or mobile, using wireless facilities.

2. Licensing Scope

2.1. Licensee shall not attach any Wireless Facility to a City-Owned Structure, place Licensee Facilities in the ROW, or erect a Monopole in the ROW without an approved Site License. Placement of any unauthorized facilities on City-Owned Structures or in the ROW without a Site License shall constitute trespass.

2.2. Site Licenses do not provide Licensee with any ownership or leasehold interests in the City-Owned Structures, replacement poles or ROW, nor do they provide Licensee with any of the City's rights to use the public property upon which the City-Owned Structures and Licensee's Facilities are located, other than those expressly provided herein or in the Site License.

2.3. City specifically reserves to itself and excludes from an approved Site License a non-exclusive and delegable right over the entire Use Area for all manner of real and personal improvements related to governmental activity or other improvement designed to benefit the public. Licensees accept the risk that the City and others may now or in the future install or modify facilities in the Use Areas in locations that make the area unavailable for Licensee's use. Such activities may include, but are not limited to any and all construction, erection, installation, use, operation, repair, replacement, removal, relocation, raising, lowering, widening, realigning, or otherwise accommodating all manner of streets, sidewalks, alleys, trails, traffic control devices, transit facilities, pipes, wires, cables, conduit, sewer, canals, drains, overpasses, culverts, bridges, and other encroachments, and any other use of the ROW that the City may determine from time to time to be a benefit to the public.

2.4. There may be portions of the ROW, such as canal crossings, structures not owned or operated by the City, or other areas that are encumbered for the benefit of others, have limited dedications to the public, or that have regulatory use restrictions imposed by a third party. Areas subject to such encumbrances, restrictions, or regulation are Third Party Areas and Licensee Facilities shall not be constructed or placed in such areas without the express written permission from the third party or third parties that have property rights or regulatory authority over the specific Third Party Area.

2.5. City shall have full authority to regulate use of the Use Areas and to resolve competing demands and preferences regarding use of the Use Areas and to require Licensee to cooperate and participate in implementing such solutions. In exercising its authority, the City may consider any legal, timing, operational, financial and other factors affecting existing and future proposals and public needs in the Use Area.

2.6. Licensees assume all risk, costs and expenses related to the Licensee Facilities and loss of service that may occur due to damage, destruction or collapse of any City-Owned Structure or due to any incompatibility of Licensee's use with City's use, or other user's use, of the City-Owned Structures. Licensee shall be solely responsible for the relocation of any Licensee Facilities placed on a structure or property not owned by City or wrongly designated as a City-Owned Structure and/or ROW at any time.

2.7. City may require Licensees to remove any unauthorized attachment to a City-Owned Structure or placement of facilities in the ROW. If Licensees fail to remove the unauthorized facilities within sixty (60) days after notice, City may remove the unauthorized facilities without incurring any liability, including but not limited to liability for interruption of service. Licensees shall reimburse City for its actual costs of removal of the unauthorized facilities. The failure of the City to act to remove any unauthorized facilities shall not constitute permission or a de facto Site License in any manner nor shall subsequent issuance of a Site License operate retroactively.

2.8. Licensee Facilities may be used solely for Permitted Uses, and Licensees are not authorized to and shall not use the Licensee Facilities to offer or provide any other services not specified herein, or in the applicable site license.

3. Licensing Procedures

3.1. Licensee shall submit an application for an individual Site License on an application form, which shall be in the form of Exhibit A ("Application"). Once the Application is reviewed and approved by City, a Site License in substantially the form of Exhibit B can then be executed by the Parties. The City Engineer or designee will have the authority to execute a Site License.

3.2. Licensee shall submit one Application for each site or proposed Use Area, but applications may be batched as permitted under A.R.S. § 9-593(D).

3.3. Any change to the site license application, site plan, or supporting documents of an approved Site License is void unless City agrees to the change in writing during the Site License approval process.

3.4. Licensees shall comply with any necessary zoning, building permit, traffic control, ROW management requirements, non-City utility permits, other permits as required, or other regulatory requirements ("Permits") that apply to Licensee Facilities.

3.5. Licensees are responsible for the study and evaluation of the existing City-Owned Structures and ROW to be utilized by Licensee and for determining the fitness for the use by Licensee. City expressly disclaims all warranties of merchantability and fitness for a purpose or absence of hazardous conditions associated with the City-Owned Structures and ROW. City makes the City-Owned Structures and ROW available for Licensee's use "AS IS."

3.6. To the extent that Licensee owns any fiber or conduits that will be placed underground, and to the extent that State law requires it, Licensee shall comply with Arizona Revised Statutes Title 40, Chapter 2, Article 6.3 by participating as a member of the Arizona Blue Stake Center. A copy of Licensee's proof of membership shall be filed with the City when the Application is submitted.

4. Standards for Installation, Operations, and Maintenance

4.1. Licensee, at its sole expense, shall supply all material associated with the installation, operation, and maintenance of Licensee's Facilities. Licensee shall maintain Licensee's Facilities always.

4.2. Where installation of Licensee's Facilities requires replacement of an existing City-Owned Structure, Licensee shall replace the City-Owned Structure with a structure meeting all applicable City standards and specifications and shall return replaced structures to City at a designated location.

4.3. All Licensee Facilities shall be designed and constructed by Licensees at the Licensees' sole cost and expense, including without limitation any alteration or other change to the City's equipment or other improvements or personalty that may occur. In no event shall City be obligated to compensate a Licensee in any manner for any of Licensee's improvements or other work provided by Licensee during or related to the term of any Site License. Licensee shall timely pay for all labor, materials, work and all professional and other services related thereto and shall pay, protect, indemnify, defend and hold harmless City and City's employees, officers, contractors, and agents against all claims related to such items. Licensee shall bear the cost of all work required from time to time to cause the Use Areas and City's adjoining property (if directly impacted by Licensee's work) to comply with local zoning rules, the Americans with Disabilities Act, building codes and all similar rules, regulations and other laws if such work is required because of work performed by Licensee, by Licensees' use of the Use Areas, or by any exercise of the rights granted to Licensee under a Site License.

4.4. Licensees shall purchase and store one extra street light and traffic signal poles in anticipation of emergency or routine replacement of such poles utilized by Licensee or City. All replacement poles shall be approved by City prior to installation.

4.5. Licensees shall apply for and obtain one annual permit for emergency operations occurring within the ROW and/or on the City-Owned Structures. Each Licensee shall renew such permit annually during the term of each Site License so that such a permit is in force during the entire time that Licensee is occupying the ROW.

4.6. All work in the ROW will be performed only by a Licensee and its contractors and will be performed substantially in compliance with Mesa City Code, applicable City policies, the Uniform Standard Specifications and Details for Public Works Construction sponsored and distributed by the Maricopa Association of Governments ("MAG") as amended, Mesa's Engineering and Design Standards, Mesa's Construction Material Field Testing Handbook, Mesa's Approved Product List and Technical Specifications, National Electric Code (NEC), National Electric Safety Code (NESC), OSHA regulations, compliance with the FCC Radio Frequency Exposure Guidelines (FCC OET Bulletin 65 and IEEE C95 Standards) and all other applicable radio frequency emissions laws and regulations in effect from time to time, including, FCC's RF for "general population/uncontrolled exposure" and for "occupational/controlled exposure".

4.7. Upon performing work in the ROW, Licensee shall simultaneously restore the ROW to its prior condition, as directed by City, and repair any holes, mounting surface or other damage whatsoever to the ROW if such damage is caused, in any part, by Licensee. Such work shall include revegetation and appropriate irrigation systems for revegetated areas.

4.8. Licensees shall, at all times during the term of a Site License, maintain the Licensee Facilities in good repair and shall keep the Use Area free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or source of undue vibration, heat, noise or interference.

4.9. Licensees shall prepare and maintain record (As-Built) drawings of all Licensee Facilities located on City-Owned Structures and in the ROW and furnish such record drawings at City's request. Locations of said encroachments shall be reported using State Plan Coordinate System Arizona Central Zone, North American Datum 1983 (NAD83) for horizontal position, and North American Vertical Datum 1988 (NAVD88) for vertical positions; or other public land survey system accepted by the City Engineer or designee. Licensees shall furnish City copies of the record drawings in both hard copy and electronic formats, as requested by the City. The electronic copy shall be provided in

Autocad 2014 DWG format or other current City electronic format. If the horizontal and vertical locations are not known or provided as requested by City, Licensees shall reimburse the City for actual costs associated with locating and potholing a Licensee's Facilities, in the event that Licensee Facilities need to be located in connection with one of Mesa's projects.

4.10. If Licensee Facilities are not located in the precise location depicted in the Site License or the record drawing (As-Built) Drawings, Licensees shall be responsible, and shall reimburse City, for all costs and damages incurred in locating the Licensee Facilities and all delay costs incurred to locate (and if necessary relocate) the Licensee Facilities.

4.11. Consistent with the requirements of Mesa City Code and Mesa's Engineering and Design Standards, Licensees shall screen or conceal, as applicable, all pole-mounted, pad, and ground-mounted equipment used for Permitted Uses with required aesthetic features, such as canisters, screen walls, and landscaping, as approved by City with each Site License. Concealing and screening shall blend with the surrounding area and shall take into account scale, form, texture, materials and color and shall conceal the equipment. Concealing and screening features shall be noted on the site survey and construction drawings submitted with each application.

4.12. Licensees shall not install signage at the Use Area except as may be required for the safe use of the Use Areas by the City, Licensee, and others. Any such signs shall be maintained at all times, and shall include Licensee's name, business address, telephone number, and emergency contact information. In no instance shall such signs contain a commercial message.

4.13. Except for security lighting operated with the City's approval from time to time, Licensees shall not operate outdoor lights at the Use Areas.

4.14. Except during permitted construction and safety devices, equipment located on the Use Area shall not emit noise greater than ambient noise level of the surrounding ROW. This limitation does not apply to infrequent use of equipment that is as quiet or quieter than the use of air conditioning equipment that is no louder than a typical well-maintained residential air conditioning unit.

4.15. If a Licensee abandons use of any of Licensee's Facilities, or any portion thereof, installed under or pursuant to an approved Site License, the Licensee shall remove all of the Licensee Facilities, including subgrade facilities and foundations, installed pursuant to the approved Site License immediately, but in no event later than three (3) days, at the Licensee's expense and restore the City-Owned Structure and ROW, including Licensee Facilities installed sub-grade, to better than or equal to the condition that existed prior to construction and installation of the Licensee Facilities.

4.16. Licensees shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. If any lien is filed against City Property as a result of acts or omissions of a Licensee or its employees, agents or contractors, the Licensee shall discharge the lien or bond the lien off in a manner reasonably satisfactory to City within thirty (30) days after Licensee receives written notice that the lien has been filed.

4.17. Licensees shall install separate meters for any utilities used by Licensee and shall pay for all utilities supplied to, used, or consumed as a result of the operation of Licensee's Facilities, including without limitation (as applicable) all gas, electric, sanitation, and telephone installation and monthly use charge. Licensees shall comply with all City of Mesa Ordinances, permit requirements, Utility Terms and Conditions, and regulations related to utility services. Any third-party equipment needed to service the Licensee Facilities shall be required to apply for and obtain separate permits. The City shall not provide easements within the right-of-way to Licensees or third-parties.

4.18. In the event of an emergency, maintenance, accident or condition that causes the City to replace or remove a Licensee Facilities, the Licensee at its sole expense shall be responsible for the reconnection to a utility. No secondary power supply (generator or battery, permanent or temporary) may be located on the City-Owned Structures or in the ROW without the prior written consent of City pursuant to an approved Site License.

5. Duration

5.1. Term of Master Agreement and Site Licenses

Subject to a Licensee's right to terminate, Site Licenses shall have a duration of ten years.

5.2. Early Termination

Licensees may terminate a Site License at any time upon service of 60-days written notice to City. In the event a Licensee exercises this option, Licensee shall be subject to all obligations in these Terms to restore and rehabilitate all City-Owned Structures and ROW used for Licensee's Facilities to their former condition and utility.

5.3. Renewal

Site Licenses shall be renewable for additional terms of ten years, at a Licensee's sole discretion, so long as the Licensee and Licensee's Facilities are in compliance with these Terms, the related Site License, and all applicable

federal, state, local, and City codes, standards, specifications, rules, and regulations.

6. Relocation of City-Owned Structures

City shall have the right at any time to require relocation of a Licensee's Facilities or any portion of them to accommodate a public project, at Licensee's expense, to another location suitable for Licensee's use. City will provide Licensee with as much advance written notice as reasonably possible before any required relocation. Licensee shall have at least one hundred and twenty (120) days' notice of such relocation and shall fully cooperate in such relocation. The notice period in this section may be extended by the City Engineer, in his or her discretion. If a Licensee fails to relocate as required herein, the Licensee shall reimburse City for actual, direct and indirect damages incurred by the City as a result of such delays. If necessary City may permit Licensee to place a temporary Small Cell Wireless Facility (Cell on Wheels or similar installation) on City Property or at some other location acceptable to Licensee, at Licensee's cost, until such relocation is complete.

7. Operations Interference, Emergency Disruption, Testing, and Reservation

7.1. Licensees shall not use the City-Owned Structures or the ROW in any way which interferes with the use of any portion of the City property by City. In the event City determines that a Licensee's use of the City-Owned Structures or ROW interferes with the City's use of the City property, City will notify the Licensee of such interference and the Licensee shall have fifteen (15) days to remedy the interference. If a Licensee does not remedy the interference, such action shall be deemed a material breach by the Licensee and City shall have the right to terminate the Site License.

7.2. City shall be entitled to inspect all construction, reconstruction, or installation work and to conduct such tests as it deems necessary to ensure compliance with the terms herein and all applicable laws, regulations, and rules. This right to access is in addition to access rights for City inspectors or other employees and officers acting within their legal authority.

7.3. Licensees shall not install, operate, or allow the use of equipment, methodology or technology that interferes or is likely to interfere with the optimum effective use or operation of City's existing or future fire, law enforcement, Police, Public Safety, transportation, information technology, engineering, emergency or other communication equipment, methodology or technology (including, but not limited to, voice, data or other carrying, receiving or transmitting equipment.) If such interference should occur, the Licensee shall, within 48 hours, unless the City Engineer determines that there is an immediate impact on health or public safety communications devices, discontinue using the equipment, methodology or technology that causes the interference until the Licensee

takes corrective measures to alter the Licensee Facilities to eliminate such interference. Any such corrective measures shall be made at no cost to City.

7.4. City may remove, alter, tear out, relocate, or damage portions of Licensee's Facilities in the case of fire, disaster, or other emergency if the City deems such action to be reasonable necessary under the circumstances. In such event, neither the City nor any agent, contractor or employee of the City shall be liable to Licensee or its customers or third parties for any harm so caused to them or Licensee's Facilities. When practical, City shall consult with Licensee in advance to assess the necessity of such actions and to minimize, to the extent practical under the circumstances, damage to and disruption or operation of the Licensee's Facilities.

7.5. Licensees shall at all times retain on call and available to the City by telephone an active, qualified, competent and experienced person to supervise all activities upon the Use Areas and operation of Licensee's Facilities and who shall be authorized to represent and act for Licensee in matters pertaining to all emergencies and day-to-day operation of the ROW and all other matters affecting a Site License.

7.6. Licensee will conduct radio frequency emission and interference testing immediately after installation of Small Wireless Facilities if placed within 500 feet of City's communication equipment for all FCC unlicensed spectrum to determine whether the Small Wireless Facilities will disrupt or interfere with City's uses.

7.7. Both City and Licensee may conduct radio frequency emission and interference studies from time to time to determine whether Licensee's use of the Licensee Facilities will interfere with City's use of the City-Owned Structures or the ROW. In the event such a study indicates that Licensee's use will potentially interfere with City's use of the City-Owned Structures or the ROW, the Licensee shall have thirty (30) days to remedy the interference to City's satisfaction. If the problem is not so remedied in thirty (30) days, then City may require Licensee, at Licensee's full expense, to relocate the Licensee Facilities so as to remove or minimize the interference, to the extent City deems necessary. City may permit Licensee to place a temporary Antenna (Cell on Wheels or similar installation) on the City-Owned Structures, the ROW or at some other location acceptable to Licensee and City, during relocation of the Licensee's Facilities.

7.8. City may, at its expense, perform tests as necessary to determine compliance of the Licensee Facilities on the City-Owned Structures or in the ROW with Federal radio frequency exposure limit rules, 47 C.F.R. Section 1.1310, or subsequent Federal rules as amended from time to time.

7.9. Licensees shall demonstrate compliance (using calculations and or measurements) with Federal radio frequency exposure limit rules utilizing an

RF exposure assessment prior to placing Licensee Facilities (or that of any sub-lessees of Licensee) on City-Owned Structures or in the ROW into commercial operation, and Licensees shall reconfirm compliance with these rules upon any significant change (>5% RF Power increase) in the Licensee Facilities on the City-Owned Structures or in the ROW, such as sublicenses to third parties for them to install communications equipment on the City-Owned Structures or in the ROW. All such calculations and measurements shall be performed by a qualified radio engineer, and a copy of the compliance results shall be provided to all Parties. If the results of calculations or measurements show noncompliance with applicable radio frequency exposure limit rules then in effect, then noncompliant Licensee Facilities on the City-Owned Structures or in the ROW shall be shut down (except for work necessary to bring it into compliance) until Licensees can demonstrate compliance with such rules. If the Licensees site is a low powered site (less than 5.6 Watts RMS (cumulative) connected to any antenna(s) (including multi-band antennas)), the Licensee shall be exempt from performing an RF exposure assessment to demonstrate compliance with Federal radio frequency exposure limits.

7.10. City does not grant, and reserves for itself, its lessees, successors and assigns, (i) all mineral rights, seismic rights and rights to oil, gas, water, other hydrocarbons or minerals on, as to, under or about any portion of the City Property; (ii) rights to generate electricity from the wind or wind power on, as to or about any portion of the City Property; and (iii) the right to grant to others the rights hereby reserved.

7.11. City shall have the right to operate, replace and maintain all City-Owned Structures in such manner as best serves City's service requirements including, but not limited to, the right to allow the attachment of additional facilities. Licensee agrees to shut down communications and electrical equipment during any time City is maintaining, testing or replacing the City-Owned Structure within one (1) business day from the date of notice. If Licensee fails to shut off the equipment within one (1) business day from the date of notice, Licensee shall reimburse City for its costs related to the delay including time and labor expenses. The reimbursement will be at a minimum $500 per incident.

8. Fees

8.1. Licensees shall pay the application fees set forth on the Schedule of Fees on Exhibit B, attached hereto and incorporated herein, for each Site License at the time of submittal of a Site License application.

8.2. Licensees shall pay all applicable permit fees at the time of issuance of a construction permit for each Site License, including by way of illustration and not limitation, all applicable taxes, material testing, traffic control fees, and technology fees that are adopted by the City from time to time.

8.3. The applicable fees set forth on Exhibit B for each Site License shall be consideration for the right to use City-Owned Structures or the ROW.

8.4. The Fee shall be paid to City in advance, on or before the anniversary date of the effective date of each Site License, without prior demand and without any deduction or offset whatsoever.

8.5. Fees paid by Licensees are non-refundable.

9. Construction Notification

Licensee shall notify all adjacent property owners of a proposed Small Cell Wireless Facility installation. Notice shall be accomplished by door hanger or by mail and shall include: the project location, address, general description, equipment dimensions, a site plan, a photo rendering, Licensee contact information and a construction schedule. Licensee shall include a copy of the notification with the Application. Licensee shall reply, address, and if possible, resolve residents' concerns relating to the proposed Small Wireless Facility promptly, before installation if the proposed facilities are approved, and in a professional manner.

10. Safety Program for City's Employees

In order to perform duties necessary as owner and manager of the public ROW, the City and its employees, agents, and representatives must have uninterrupted and safe access to the ROW and all structures located thereon. In order to ensure the safety of those working on or near a Licensee's Facilities, Licensees must comply with all of the following safety protocols:

10.1. Retrofit any Small Wireless Facilities owned by the Licensee in the ROW that are deployed as of the effective date of these Terms, with a manual kill switch with indicator for each Small Wireless Site that the City's employees, agents, or representatives can use to turn off all power to the Licensee's Facilities while City work is performed at the location; or participate in a City-sponsored RF Safety Program (the "City's Safety Program"), enrollment in which shall include: (i) a one-time contribution to the City of three thousand dollars ($3,000.00) to fund the purchase of RF Personal Monitors for monitoring radio frequency emissions from Licensee Facilities during maintenance of City-Owned Facilities and ROW, and also to fund, in part, third-party training for City personnel who work near Licensees' RF emissions; and (ii) an annual contribution of one thousand five hundred dollars ($1,500.00) as and for the continuing operation of the City's Safety Program ("Annual Contribution").

10.2. For all SWF deployed on or after the effective date of these Terms, provide access to a manual kill switch with indicator for each Small Wireless Site that the City's employees, agents, or representatives can use to turn off all power to the Licensee's Facilities while City work is performed at the location.

10.3. Within 24 hours of a request, agree to send a technician with an RF monitor to confirm that all RF emitting equipment has, in fact, been deactivated, and to install all appropriate lockout tags and devices.

11. Indemnification

To the fullest extent permitted by law, Licensees shall indemnify, hold harmless, and defend the Indemnified Parties for, from and against all claims, damages, losses, and expenses including, but not limited to, reasonable attorneys' fees arising out of or resulting from the conduct or management of Licensee's Facilities or any condition created in or about the Licensee's Facilities or any accident, injury, or damage whatsoever occurring in or at Licensee's Facilities or from the failure of Licensee to keep its facilities in good condition and repair, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, including loss of use therefrom, and (b) is caused by any act or omission of Licensee or anyone directly or indirectly employed by it, including any contractor or subcontractor, or anyone for whose acts it might be liable. Notwithstanding the foregoing, Licensee's obligation to indemnify or hold harmless the Indemnified Parties under this provision shall be limited to the extent that the damage or injury is attributable to the negligence or other wrongful acts or omissions of Licensee or its employees, contractors, subcontractors or agents. If the damage or injury is caused by the joint or concurrent negligence of City and Licensee, the loss shall be borne by City and Licensee in proportion to their degree of negligence or fault. Licensee's hold harmless agreement includes latent defects, and, subject to standard provisions of the relevant policies, the hold harmless obligation shall be specifically covered and insured by the insurance policies required by these Terms.

12. Insurance

12.1. Without limiting any liabilities or any other obligations of any Licensee or any of its contractors or subcontractors under any Site License or otherwise, a Licensee and its contractors or subcontractors shall provide and maintain, with forms and insurers acceptable to City, and until all obligations under all Site Licenses are satisfied, the minimum insurance coverage, as follows:

12.1.1. Commercial General Liability Insurance, including coverage of contractual liability assumed under each Site License, affording protection of not less than TWO MILLION DOLLARS ($2,000,000) per occurrence, combined single limit for bodily injury and property damage, against damages because of, or on account of, bodily injuries to or the death of any person or destruction of or damage to the property of any person, occurring on or about any of Licensee's Facilities or due in any way to the use, occupancy, maintenance or operation of the Small Cell or Ground Facilities or related facilities.

12.1.2. Workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Licensee's and Licensee's contractor or subcontractor employees who may be working on Licensee's Facilities, and employer's liability with a minimum limit of ONE HUNDRED THOUSAND DOLLARS ($100,000).

12.1.3. Commercial automobile liability insurance with a combined single limit for bodily injury and property damage of not less than TWO MILLION DOLLARS ($2,000,000) each occurrence with respect to vehicles assigned to or used in the performance of the work, whether owned, hired, or non-owned.

12.2. The policies required by Sections 11.1.1 and 11.1.3 herein shall include the City of Mesa, members of its governing bodies, its officers, agents and employees as additional insureds and shall stipulate that the insurance afforded for shall be primary insurance and that any insurance carried by the City of Mesa, members of its governing bodies, its officers, agents and employees shall be excess and not contributory.

12.3. Contractor, its subcontractors and its insurers providing the required coverages shall waive all rights of subrogation against the City of Mesa, members of its governing bodies, its officers, agents and employees.

12.4. Prior to commencing construction, Contractor or Subcontractor shall furnish the City with Certificates of Insurance and related endorsements as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificates shall provide that not less than thirty (30) days' notice of cancellation, termination, or material change shall be sent directly to City.

12.5. All insurance policies shall be obtained from companies duly authorized to issue such policies in the State of Arizona, having Best's ratings of "A" and acceptable to City.

13. Breach and Letter of Credit

13.1. Any breach of these Terms or of any provision of a Site License, if left uncured after 30-days' written notice, shall render Licensee's Facilities as unauthorized work within the right-of-way, and shall be subject to the penalties in Mesa City Code 9-1-11.

13.2. Prior to the receiving any Site License or permit, Licensee shall provide a letter of credit in an amount based upon a Licensee's good-faith estimate of the number of Site Licenses to be constructed within the City in the current calendar year. The letter of credit shall be a security deposit for a Licensee's

performance of all of its obligations under these Terms, and shall be in substantially the same form as provided on Exhibit A.

13.2.1. The amount of the letter of credit shall be, as follows: Thirty Thousand Dollars ($30,000.00) for up to ten (10) Site Licenses; Sixty Thousand Dollars ($60,000.00) for eleven (11) to twenty (20) Site Licenses; One Hundred Five Thousand Dollars ($105,000.00) for twenty-one (21) to thirty-five (35) Site Licenses; One Hundred Eighty Thousand Dollars ($180,000.00) for thirty-six (36) to sixty (60) Site Licenses; Three Hundred Thousand Dollars ($300,000.00) for sixty-one (61) to one hundred (100) Site Licenses; Four Hundred Fifty Thousand Dollars ($450,000.00) for One hundred one (101) to one hundred fifty (150) Site Licenses; Six Hundred Seventy-Five Thousand ($675,000.00) for one hundred fifty-one (151) to two hundred twenty-five (225) Site Licenses; One Million Fifty Thousand Dollars ($1,050,000.00) for two hundred twenty-six (226) to three hundred fifty (350) Site Licenses; One Million Five Hundred Thousand Dollars (1,500,000.00) for three hundred fifty-one (351) to five hundred (500) Site Licenses; Two Million Two Hundred and Fifty Thousand Dollars ($2,250,000.00) for five hundred one (501) to seven hundred fifty (750) Site Licenses; and Three Million Dollars ($3,000,000.00) for seven hundred fifty-one (751) to one thousand (1,000) Site Licenses. If the number of Site Licenses exceeds one thousand (1,000), then the Three Million Dollar ($3,000,000.00) letter of credit shall remain in effect and the amounts for additional Site Licenses shall be calculated according to the calculation above.

13.2.2. The City will determine at least once annually if Licensee must update the amount of the letter of credit based upon the then-current number of Licensee's Site Licenses.

13.2.3. Licensee shall pay all costs associated with the letter of credit and shall maintain the letter of credit for at least one year following the term of any Site License.

13.2.4. City may, in its sole discretion, draw on the letter of credit in the event of any default under these Terms. In such event, Licensee shall cause that the letter of credit be replenished to its prior amount within ten (10) business days after City notifies a Licensee that it has drawn on the letter of credit.

13.3. The City's remedies for breach are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available under the law.

14. General Provisions

14.1. Force Majeure

14.1.1. Neither City nor any Licensee shall be liable or responsible for a delay or failure in performing or carrying out any of its obligations (other than obligations to make payments) under any Site License caused by force majeure. Force majeure shall mean any cause beyond the reasonable control of City or Licensee, as applicable, or beyond the reasonable control of any of their respective contractors, subcontractors, suppliers or vendors, including without limitation: acts of God, including, but not necessarily limited to: lightning, earthquakes, adverse weather of greater duration or intensity than normally expected for the job area and time of year, fires, explosions, floods, other natural catastrophes, sabotage, acts of a public enemy, acts of government or regulatory agencies, wars, blockades, embargoes, insurrections, riots, or civil disturbances; labor disputes, including, but not necessarily limited to, strikes, work slowdowns, work stoppages, or labor disruptions, labor or material shortages, or delays or disruptions of transportation; orders and judgments of any federal, state or local court, administrative agency or governmental body; the adoption of or change in any federal, state or local laws, rules, regulations, ordinances, permits or licenses, or changes in the interpretation of such laws, rules, regulations, ordinances, permits or licenses, by a court or public agency having appropriate jurisdiction after the date of the adoption of these Terms; or any suspension, termination, interruption, denial or failure to issue or renew by any governmental authority or other party having approval rights of any approval required or necessary hereunder for installation or operation of any Small Cell Equipment or for either Party to perform its obligations hereunder, except when such suspension, termination, interruption, denial or failure to issue or renew results from the negligence or failure to act of the Party claiming the occurrence of an event of force majeure.

14.1.2. If either City or a Licensee is rendered unable to fulfill any of its obligations under a Site License by reason of force majeure, such Party shall promptly notify the other and shall exercise due diligence to remove such inability with all reasonable dispatch; provided, that nothing contained in this Section 13.1 shall be construed as requiring City or a Licensee to settle any strike, work stoppage or other labor dispute in which it may be involved, or to accept any permit, certificate, license or other approval on terms deemed unacceptable to such Party, or to enter into any contract or other undertaking on terms which the Party deems to be unduly burdensome or costly.

14.2. Assignment

Licensees will have the right to assign, sell or transfer its entire interest under a Site License without the approval or consent of City, to the Licensee's affiliate or to any entity which acquires all or substantially all of the Licensee's assets in the market defined by the Federal Communications Commission in which the Licensee's Facilities are located by reason of a merger, acquisition, or other business reorganization. Licensees may not otherwise assign a Site License without the City's consent, City's consent not to be unreasonably withheld, conditioned or delayed. Any purported assignment in violation of this Section shall be void.

14.3. Entire Agreement

These Terms and any related Site Licenses represent the entire agreement of the Parties. There are no other agreements or terms, written or oral. Except for those previously-executed and enforceable contracts, these Terms and related Site Licenses supersede all previous communications and representations between the Parties on the same subject matter, whether oral or written. All changes to any Site License agreed to by the Parties shall be in writing, and must be executed by both Parties.

14.4. Severability

If any provision of these Terms is invalidated by a court of competent jurisdiction, all other provisions hereof shall continue in effect.

14.5. Governing Law and Choice of Forum

These Terms and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of Arizona without reference to principles of conflict of laws in Arizona or any other jurisdiction. Any proceeding shall be filed, prosecuted and resolved in the courts of the State of Arizona, state or federal, and venue for any litigation or other dispute shall be only in Maricopa County, Arizona. The Parties waive any and all rights to a jury.

14.6. Remedies Cumulative

All remedies specified in these Terms and all remedies provided by law or otherwise (except as specifically excluded herein), shall be cumulative and not alternative.

14.7. Attorneys' Fees and Expenses

In the event of default by either Party or any action or suit arising out of these Terms or any Individual Site License Addendum, the prevailing Party or the non-defaulting Party shall be entitled to recover its costs, expenses, reasonable attorneys' fees, experts' fees and witness fees of any type.

14.8. Notices

Right of Way Manager
Lori Greco
PO Box 1466
Mesa, Arizona 85211-1466

14.9. Exhibits

The forms of Exhibits attached to these Terms may change from time to time in City's discretion, as technology and business needs change, but in any event will comply with all applicable law.