

## Power Sharing Rider to Wireless Right-of-way License Agreement

1. When all of the following occur, this rider (“Power Rider”) shall be part of the Wireless Provider Right-of-way License Agreement (the “Site License Agreement”) dated \_\_\_\_\_, 20\_\_ for an antenna to be located at \_\_\_\_\_.

1.1. This Power Rider is signed below by City and Wireless Provider.

1.2. This Power Rider is physically attached to the original Site License Agreement.

1.3. The following words are written immediately above the signature lines of the Site License Agreement and initialed by City and Wireless Provider:

The attached Power Rider to Wireless Right-of-way License Agreement is part of this Site License Agreement.

2. City and Wireless Provider acknowledge and agree that this Power Rider is sufficient to constitute a waiver of the specific provisions identified and to the extent indicated in the Rider under paragraph 9.4 of the Standard Terms. The Power Rider shall not operate to waive, revise or amend any other provision of the Standard Terms, by implication or otherwise.

3. City and Wireless Provider acknowledge that all references in the Site License Agreement to the Standard Terms and/or the Standard Recitals shall mean the Standard Terms and/or Standard Recitals as amended by this Power Rider and any previous validly executed Rider (“Other Rider”).

4. Paragraph 1.1 of the Site License Agreement is deleted in its entirety and replaced with a new paragraph 1.1 as follows:

The Standard Recitals and Standard Terms, as revised or amended by the Power Rider and any Other Rider, are all incorporated here by reference as if set out in full. **WIRELESS PROVIDER WARRANTS AND REPRESENTS THAT WIRELESS PROVIDER HAS READ AND AGREES TO THE STANDARD RECITALS AND STANDARD TERMS AS REVISED OR AMENDED IN THE POWER RIDER AND ANY OTHER RIDER.** Capitalized terms used but not defined in this Site License Agreement shall have the meanings assigned by the Standard Recitals and the Standard Terms.

5. Paragraph 1.2 of the Site License Agreement is deleted in its entirety and replaced with a new paragraph 1.2 as follows:

Wireless Provider shall comply with all of the Standard Terms, as revised or amended in the Power Rider and any Other Rider. The Standard Terms, as revised or amended by the Power Rider and any

Other Rider, shall apply to the Use Areas as follows:

6. Insert a new paragraph 8.3.1 into the Standard Terms as follows:

To reduce the disruption to municipal facilities, Wireless Provider may power its equipment by using the Tucson Electric Power (TEP)-metered power sources that service existing streetlight pole structures and their components, where available. The power usage (“Wireless Provider Usage”), in kilowatt hours (KWH), of Wireless Provider’s equipment shall be determined by multiplying the Maximum Plate Rating (MPR) for all Communications Equipment and related energized equipment (collectively, the “Electrical Equipment”) installed pursuant to this Agreement by annual hourly usage, based on 24 hour per day, 365 day per year usage. Prior to installation, Wireless Provider shall provide a complete list of plate ratings for all electrically powered equipment installed at the Site, subject to verification by City. All power sharing under this Power Rider shall be subject to the following:

8.3.1.1. All electrical work and installations related to the power sharing authorized by this Power Rider shall be performed by a licensed contractor that is approved by City. Wireless Provider shall obtain all required permits and permissions prior to beginning any work pursuant to this Power Rider. Wireless Provider shall comply with all federal, state and local laws and regulations, including the Standard Terms and this Agreement, in performing and maintaining any work pursuant to this Power Rider.

8.3.1.2. Wireless Provider shall make all requests for power sharing arrangements pursuant to this Power Rider in advance, and in writing. City’s approval, as evidenced by execution of this Rider, shall be required before submission of any request. Approval by City of power sharing for any site shall not entitle Wireless Provider to approval of any other sites for power sharing.

8.3.1.3. Wireless Provider shall reimburse City for the increased power costs that the City incurs as a result of the power sharing authorized by this Power Rider as provided below.

Reimbursement to City for Wireless Provider’s usage of electrical power (“Total Power Reimbursement”) shall be calculated as follows:

*Total Power Reimbursement = ((Wireless Provider Usage/Total Annual Usage) \* Total Annual Cost \*1.15) rounded up to the nearest \$100.00*

Total Power Reimbursement due is the percentage of Total Annual Cost attributable to Wireless Provider Usage (“Wireless Provider Cost”) as determined by dividing the Wireless Provider Usage (as defined in paragraph 8.3.1) by the Total Annual Usage, multiplying by the Total Annual Cost and adding the Administrative Fee of 15%. This amount will be rounded up to the nearest \$100.00 for ease of administration purposes. Total Annual Usage is the total kWh of electricity consumed and billed to the City by TEP for the previous 12-month period beginning August 1 and ending July 31. Total Annual Cost for electricity at the Use Area shall be the total of the monthly TEP-billed dollar amounts for the Use Area for the previous 12 month period beginning August 1 and ending July 31. The Administrative Fee shall be added to cover costs of billing, record keeping, and allow for minor TEP-billed increases over a 5-year period. In the event the set 5-year annual amount does not fully cover the Wireless Provider Cost for any given year within a 5-year period, the next annual billing will be recalculated using a modified Total Power Reimbursement formula and create a new set 5-year billing amount. The modified Total Power Reimbursement shall be calculated using the first monthly cost fully charged on the new rate. That monthly cost will be multiplied by 12 and used for calculating the new 5-year set rate.

The reimbursement of power costs shall be paid to City on an annual basis and calculated as above for each subsequent 5-year period. For the initial annual period or portion thereof, Wireless Provider shall pay an Initial Amount calculated as above based on the Total Annual Cost and Total Annual Usage for the immediately prior 12 months of electrical bills received for the Use Area, pro-rated to apply for the balance of an annual billing from the period of permit approval and ending July 31. If the prior 12 months of Annual Cost is unavailable (in the case of a new site, for example) Annual Cost shall be based on the closest available similarly situated site as determined by City.

CITY

WIRELESS PROVIDER

Initials: \_\_\_\_\_

Initials: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

Date: \_\_\_\_\_, 20\_\_