

COT License #:

Wireless Provider:

Wireless Provider's Internal Site Designation:

WIRELESS PROVIDER RIGHT-OF-WAY LICENSE AGREEMENT

THIS WIRELESS PROVIDER RIGHT-OF-WAY LICENSE AGREEMENT (the "Site License Agreement") is made and entered into this ____ day of _____, 20__, by and between the City of Tucson, an Arizona municipal corporation ("City"), and _____, a _____ ("Wireless Provider"), effective this ____ day of _____, 20__.

RECITALS

- A. The City of Tucson "Wireless Facilities Standard Terms and Conditions" sets out various recitals (collectively, the "Standard Recitals") and provisions (collectively the "Standard Terms").
- B. City holds interests in parcels of land (the "Street Parcels") comprising street Right-of-Way within the City of Tucson.
- C. This Site License Agreement allows Wireless Provider to use certain limited portions of City's specific Street Parcels pursuant to an approved Public Right-of-Way Permit Application ("Permit Application").
- D. The portions of the Street Parcels that this Site License Agreement allows Wireless Provider to use (the "Use Areas") are defined in the package of maps and related materials (the "Boundary Plan") attached to each Permit Application.
- E. Wireless Provider desires to install and operate on the Use Areas the wireless telecommunications receiving, processing and transmitting devices and related electronic equipment that is specified on the Site Documents (the "Communications Equipment") subject to the requirements of this Site License Agreement. The Communications Equipment is limited to the actual electronic equipment, portable cabinets for such equipment, the antenna enclosure (if one is used), the antennas ("Antennas") used to communicate with cell phones and similar devices, all as shown on the drawings (the "Site Documents") attached to each Public Right-of-Way Permit. Notwithstanding anything in this Site License Agreement to the contrary, the Communications Equipment excludes any item not shown on the approved Site Documents.

- F. The volume of the Enclosure, pursuant to Section 2.3.1 of the Standard Terms, and the above ground portion of its pad shall be as shown in the Site Documents incorporated into each Permit Application and shall be limited as stated on those Site Documents.
- G. Each Permit Application shall state: 1) whether the proposed Use Area is currently improved with an electrical, traffic signal, street light or antenna support pole (collectively, the "Pole"); and 2) the approximate height of the Pole.
- H. Wireless Provider acknowledges that, pursuant to the Standard Terms, it will replace the City-owned Pole with a pole approved by City and consistent with the Standard Terms and the Design Standards contained therein.
- I. In order to install the Communications Equipment, Wireless Provider desires to construct supporting improvements and perform all other work shown on the Site Documents (collectively, the "Project") for each site.
- J. Wireless Provider shall complete the entire Project and put the Communications Equipment in full operation no later than one hundred eight (180) days after the date of the issuance of the Public Right-of-Way Permit (the "Completion Deadline").
- K. City desires to grant to Wireless Provider the right to install, maintain, operate and repair the Communications Equipment (the "Permitted Uses") subject to the requirements of this Site License Agreement and as specified in each specific Public Right-of-Way Permit granted pursuant to this Site License Agreement.

NOW, THEREFORE, for and in consideration of the foregoing, the amounts hereinafter to be paid by Wireless Provider, and the covenants and agreements contained herein to be kept and performed by Wireless Provider, and other good and valuable consideration, City and Wireless Provider agree as follows:

LICENSE TERMS

- 1. License Terms. City hereby grants to Wireless Provider a license to use the Use Areas as follows:
 - 1.1 Standard Recitals and Standard Terms Incorporated. The Standard Recitals and Standard Terms 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 THE STANDARD TERMS.** Capitalized terms used but not defined in this Site License Agreement shall have the meanings assigned by the Standard Recitals and the Standard Terms.

1.2 Standard Terms Application. Wireless Provider shall comply with all of the Standard Terms. Without limitation, the Standard Terms shall apply to the Use Areas as follows:

1.2.1 Wireless Provider's Boundary Plan Responsibility. It is Wireless Provider's responsibility before submitting a Permit Application authorized by this Site License Agreement to ensure that the Boundary Plan is prepared as follows:

1.2.1.1 Wireless Provider shall ensure that the Boundary Plan clearly depicts all portions of the Street Parcel that Wireless Provider desires to use and that each such area is clearly shown on the Boundary Plan and labeled to clearly indicate which of the categories of Exclusive Areas or Shared Areas set out in the Standard Terms applies to the area.

1.2.1.2 If the Boundary Plan does not clearly show any portion of the Street Parcel as one of the Exclusive Areas or Shared Areas set out in the Standard Terms, then such portion of the Street Parcel is not part of the Use Areas and Wireless Provider may not use such portion of the Street Parcel, even if the use is discussed in the Standard Terms.

1.2.1.3 Any Exclusive Area or Shared Area described or named in the Standard Terms that is not clearly depicted and correctly labeled on the Boundary Plan is excluded from this Site License Agreement and unavailable for Wireless Provider's use.

1.2.1.4 Any portion of the Boundary Plan or the Site Documents that indicates a Wireless Provider's use of the Street Parcel that is not one of the Exclusive Areas or Shared Areas specifically enumerated in the Standard Terms is excluded from this Site License Agreement and not available for Wireless Provider's use.

1.2.1.5 All work, improvements and equipment within an Exclusive Area or Shared Area is limited to the purposes enumerated in the Standard Terms for that particular Exclusive Area or Shared Area.

1.2.1.6 This Site License Agreement does not allow use of any land other than the specified portions of the Street Parcel that are Exclusive Areas or Shared Areas.

1.2.1.7 Any change to the Boundary Plan after City executes this Site License Agreement is void unless it is memorialized in a formal amendment to this Site License Agreement.

1.2.2 Site Documents. It is Wireless Provider's responsibility before submitting any Permit Application authorized by this Site License Agreement to ensure that the Site

Documents correctly show the work that Wireless Provider intends to perform, that the Site Documents correctly show all improvements and equipment that Wireless Provider intends be located on the Use Areas, that the Site Documents show no work, improvements or equipment outside the Exclusive Areas and Shared Areas properly depicted and labeled on the Boundary Plan, and that all work, improvements and equipment is encompassed within the purposes enumerated in the Standard Terms for that particular Exclusive Area or Shared Area. Any work, improvements or equipment not conforming to all the foregoing is prohibited, even if it is clearly shown in the Site Documents or discussed in the Standard Terms. Any refinement or other change to the Site Documents after City executes this Site License Agreement is void unless Wireless Provider obtains City's approval of the change pursuant to the plans approval processes set out in the Standard Terms and pursuant to all applicable regulatory requirements.

- 1.2.3 Term of Agreement. The terms of this Site License Agreement is as stated in the Standard Terms.
 - 1.2.4 Wireless Provider's Payments. Wireless Provider shall pay to City the amounts described in the Standard Terms.
 - 1.2.5 Use Restrictions. Wireless Provider shall comply with the use restrictions set out in the Standard Terms.
 - 1.2.6 Right-of-Way Permits. City's approval of this Site License Agreement and the Public Right-of-Way Permit constitutes permission to install and operate the Communications Equipment in the specified Use Areas subject to the above terms, including the Standard Recitals and Standard Terms. However, before performing any work on the Right-of-way, Wireless Provider shall obtain a Traffic Control Plan from the Tucson Department of Transportation (TDOT), as well as any other applicable permits regarding work in the Right-of-way.
 - 1.2.7 Compliance with Law. Wireless provider acknowledges that this Site License Agreement does not constitute, and City has not promised or offered, any type of waiver of, or agreement to waive (or show any type of forbearance, priority or favoritism to Wireless Provider with regard to) any law, ordinance, power, regulation, tax, assessment or other legal requirement now or hereafter imposed by the City of Tucson or any other governmental body upon or affecting Wireless Provider's use of the Street Parcel. For example, Wireless Provider shall comply with all zoning, building and Right-of-way codes, ordinances and policies.
2. Permitted Uses. City hereby grants to Wireless Provider the right to install, maintain, operate and repair the Communications Equipment (the "Permitted Uses") subject to the requirements

of this Site License Agreement and as specified in each Public Right-of-Way Permit granted pursuant to this Site License Agreement.

- 3. Utility Annual Maintenance Permit. On or before January 1 or each calendar year, the Wireless Provider shall submit an application for a Utility Annual Maintenance Permit to perform incidental and routine maintenance work at any site in City’s Right-of-Way. The Utility Annual Maintenance Permit shall only cover such activities as checking and inspecting communications equipment and antennas, changing out circuit packs and cards, cleaning the cabinets and immediate area, and other similar activity. The Utility Annual Maintenance Permit does not include any work that requires the replacement of cabinets, Antennas, or Communications Equipment, or any excavation within the Boundary Plan use area.
- 4. City’s Initial Information. Unless and until City gives notice otherwise, City’s contract administrator shall be the Director of Transportation or their designee.
- 5. Wireless Provider’s Initial Information. Unless and until Wireless Provider gives notice otherwise:

5.1 Wireless Provider’s network operations center phone number as required by paragraph 7.1.3 of the Standard Terms is (____)____-_____.

5.2 Wireless Provider’s address for notices as required by paragraph 17.8 of the Standard Terms shall be:

5.3 Wireless Provider’s billing address for routine billing invoices as required by paragraph 4.2 of the Standard Terms shall be:

EXECUTED as of the date first given above.

CITY:

CITY OF TUCSON,

an Arizona municipal corporation

By: _____

Director of Transportation

WIRELESS PROVIDER:

A _____

By: _____

Title: _____