

Town License# _____

Wireless Provider's Name:

WIRELESS PROVIDER SITE LICENSE AGREEMENT

THIS WIRELESS PROVIDER SITE LICENSE AGREEMENT (the "License Agreement") is made and entered into this ___ day of _____, 20___ ("Effective Date"), by and between the Town of Queen Creek, an Arizona municipal corporation ("Town"), and _____, a _____ ("Wireless Provider").

RECITALS

A. The Town of Queen Creek "Wireless Facilities Standard Terms and Conditions" sets out various recitals and terms (collectively the "Terms").

B. Town holds interests in certain parcels of land (the "Street Parcels") comprising street Right- of-way within the Town of Queen Creek.

C. This License Agreement allows Wireless Provider to use certain limited portions of Town's specific Street Parcels pursuant to an approved Wireless Facilities Site Permit ("Site Permit").

D. The portions of the Street Parcels that this License Agreement permits Wireless Provider to use (the "Use Areas") are defined in the package of maps and related materials (the "Boundary Plan") attached to each Site 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 each Site Plan (the "Communications Equipment") subject to the requirements of this License Agreement and associated Site Permit. The Communications Equipment is limited to the actual electronic equipment, portable cabinets for such equipment, enclosures, and antennas ("Antennas") utilized for wireless communications, all as shown on the drawings (the "Site Plans") attached to each Site Permit. Notwithstanding anything in this License Agreement or associated Site Permit to the contrary, the Communications Equipment excludes any item not shown on the approved Site Plan.

F. The volume of the Enclosure and the above ground portion of its pad shall be as shown in the Site Plan incorporated into each Site Permit Application and shall be limited as stated on that Site Plan.

G. The Street Parcel in each Site Permit Application shall state whether it is currently improved with an electrical, traffic signal, street light, or antenna support pole (the "Utility Pole") which is owned by Town, and the approximate height of the Utility Pole.

H. In the Site Permit Application, the Wireless Provider will indicate whether it proposes to use the existing Utility Pole, replace the existing Utility Pole, or install a new Utility Pole that Town or Wireless Provider will own. If the Utility Pole is owned by a third-party, the Wireless Provider shall provide documentation confirming the third-party owners' consent for Wireless Provider's use of the Utility Pole.

I. In order to install the Communications Equipment, Wireless Provider desires to construct supporting improvements and perform all other work shown on the Site Plan (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 eighty (180) days after the date of the issuance of the Encroachment Permit (the "Completion Deadline") for each Site Permit.

K. Town 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 License Agreement and as specified in each specific Site Permit granted pursuant to this 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, Town and Wireless Provider agree as follows:

I. LICENSE TERMS

1. License Terms. Town hereby grants to Wireless Provider a license to use the Use Areas as follows:

1.1 Terms Incorporated. The Terms (as defined in the Recitals above) are all incorporated by reference as if set out in full herein. WIRELESS PROVIDER WARRANTS AND REPRESENTS THAT WIRELESS PROVIDER HAS READ AND AGREES TO THE TERMS. Capitalized terms used but not defined in this License Agreement shall have the meanings assigned by the Terms.

1.2 Terms Application. Wireless Provider shall comply with all of the Terms. Without limitation, the 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 any Site Permit Application authorized by this License Agreement to ensure that the Boundary Plan is prepared as follows:

1.2.1.1 Wireless Provider shall insure 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 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 categories of Exclusive Areas or Shared Areas set out in the 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 Terms.

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

1.2.1.4 Any portion of the Boundary Plan or the Site Plan 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 Terms is excluded from this License Agreement and Site Permit 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 Terms for that particular Exclusive Area or Shared Area.

1.2.1.6 This License Agreement and Site Permit 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 Town issues the Site Permit is void unless it is memorialized in a formal amendment to this License Agreement.

1.2.2 Site Plan. It is Wireless Provider's responsibility before submitting any Site Permit Application authorized by this License Agreement to ensure that the Site Plan correctly shows the work that Wireless Provider intends to perform, that the Site Plan correctly shows all improvements and equipment that Wireless Provider intends be located on the Use Areas, that the Site Plan shows 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 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 on the Site Plan or discussed in the Terms. Any refinement or other change to the Site Plan after Town issues a Site Permit is void unless Wireless Provider obtains Town's approval of the change pursuant to the plans approval processes set out in the Terms and pursuant to all applicable regulatory requirements.

1.2.3 Term of Agreement. The term of this Agreement is as stated in the Terms.

1.2.4 Wireless Provider's Payments. Wireless Provider shall pay to Town the amounts described in the Terms.

1.2.5 Use Restrictions. Wireless Provider shall comply with the use restrictions set out in the Terms.

1.2.6 Encroachment Permits. This Agreement constitutes an "Encroachment Permit" under Chapter ___ of the Town of Queen Creek Town Code to the extent of granting permission for the Communications Equipment to exist on the Street Parcel but not to allow any construction or other work of any description in the Right-of-way or to allow obstruction of traffic or alteration of Town's improvements. Before performing any work on the Right-of-way, Wireless Provider shall obtain the following additional encroachment permits, as applicable:

1.2.6.1 Permission to work in the Right-of-way.

1.2.6.2 Traffic control plan.

1.2.6.3 Any other applicable permits regarding work in the Right-of-way.

1.2.7 Compliance with Law. Wireless Provider acknowledges that this License Agreement or any issued Site Permit does not constitute, and Town 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 Town of Queen Creek 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. Town 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 License Agreement and as specified in each specific Site Permit granted pursuant to this License Agreement.

3. Annual Blanket Encroachment Permit for Incidental Work at a Site: On or before January 1 of each calendar year, the Wireless Provider shall submit an application for a Blanket Encroachment Permit to perform incidental and routine maintenance work at any site in the Town's Right-of-way. The Blanket Encroachment Permit shall only cover such

activities as checking and inspecting communications equipment and antennas, changing circuit packs and cards, cleaning the cabinets and immediate area, and other similar activity. The Blanket Encroachment 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. Town's Initial Information. Unless and until Town gives notice otherwise, Town's contract administrator shall be the Town's Small Cell Administrator.

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 the Terms is () _____.

5.2 Wireless Provider's address for notices as required by the Terms shall be:

5.3 Wireless Provider's billing address for routine billing invoices as required by the Terms shall be:

EXECUTED as of the date first given above.

TOWN: Town of Queen Creek,
an Arizona municipal corporation

By: _____

Town Manager

WIRELESS PROVIDER: _____

a _____

By: _____

Name: _____

Its: _____

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