



## PIMA COUNTY

### NONEXCLUSIVE RIGHT-OF-WAY USE LICENSE FOR WIRELESS COMMUNICATIONS FACILITIES

THIS LICENSE AGREEMENT is entered into between Pima County ("the Licensor"), a political subdivision of the State of Arizona, and CCTM1 LLC, a Delaware limited liability company ("the Licensee"), and shall be effective November 3, 2014.

#### RECITALS

Licensor and T-Mobile West Corporation, a Delaware corporation, entered into a Non-Exclusive Right-of-Way Use License effective November 3, 2005 and renewed by amendment through November 2, 2015. T-Mobile West Corporation relinquished ownership of site #PH20893 to T3 Tower 1 LLC; T3 Tower 1 LLC subsequently assigned interest of the site to CCTM1 LLC. With this new Agreement, Licensor and Licensee agree as follows:

1. Grant of Permission. In consideration of the Licensee's annual payment of any applicable license fee and the promises contained herein, the Licensor hereby gives permission, revocable and terminable as provided herein, to the Licensee to encroach on that portion of the Licensor's right-of-way described on Exhibit A and Exhibit C attached hereto ("the Encroachment") for the purpose of maintaining and operating an existing cellular-communication facilities, which is depicted on the attached Site Plan. This Right-of-Way Use License permits the maintenance and operation of two (2) RFS/Celwave APX16DWV-16DWV-S-E-A20 antennas, eight (8) Andrew ETM19V2S12UB amplifiers, four (4) RFS/Celwave ACU-A20-N antenna control units, and eight (8) 7/8" lines on a 33' wood pole located at an existing wireless communications facility located at 6048 E Sunrise Drive. The License also permits Licensee to maintain additional equipment attached to the pole, to include two (2) Nokia FXFB, two (2) Nokia FRIA, two (2) Nokia FRIE, and an electrical control box. There are no appurtenances installed on the ground or adjacent to the pole at this facility. Any modifications to Exhibit A and/or Exhibit C or additions or changes made to the Equipment as described therein shall be made only pursuant to a modification of this License pursuant to Paragraph 24.

2. Hold Harmless. All costs associated with the Encroachment shall be at the sole expense of the Licensee. The Licensee assumes responsibility and liability for any injury or damage to the above-described right-of-way, or to any person while using the above-described right-of-way, arising out of this License. To the fullest extent allowed by law, the Licensee shall indemnify, defend, and hold harmless the Licensor and its officers, departments, employees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature arising out of this License, which are attributed, in whole or in part, to any act or omission of the Licensee, its agents, its employees, or anyone acting under its direction or control, or on its behalf. If the Licensor is sued in any court by any person, firm, association, or corporation to recover damages for injuries or death to person or property on account of the construction, installation, operation, maintenance, repair, or replacement of facilities of the Licensee, the Licensee shall defend all such suits and pay any resulting final judgments, and shall, at the option of the Licensor, be made a party to any such court proceeding. This provision shall not bar the Licensee from claiming contribution for such injuries, death, damages, and/or defense costs after, and to the extent the Licensor is found liable by a court of competent jurisdiction for such damages, injuries, or death by reason of acts or omissions of the Licensor or its employees, servants, or agents. This indemnity shall survive the termination of this License.

3. Insurance. Prior to engaging in any construction or other activity in any public right-of-way, the Licensee shall obtain a \$5,000,000 commercial general liability, with products and completed operations insurance in the policy naming the County as Additional Insured. Coverage to include 'separation of insureds" and should have no exclusion as respects to underground property damage. The Licensee's insurance shall be primary insurance and the County's insurance shall be considered non-contributory.

The policy shall be maintained throughout the term of this License by the Licensee or the Licensee's assignees; the License shall terminate if the insurance lapses. A certificate of insurance shall be supplied to the County with the stipulation that the insurance company shall notify the County in writing of any intent to cancel the liability insurance. This notification shall be required no less than thirty days prior to cancellation, except for cancellation for non-payment of premium, in which case Licensee shall provide ten days' notice prior to cancellation, and the Licensee shall remove any of its facilities and/or equipment from the public right-of-way, at its own expense, within thirty days of notification.

Any modification or variation from the insurance requirements in this License shall be made by the licensing department in consultation with the Division of Risk Management. Such modification will not require a formal License amendment, but may be made by administrative action, and without the consent of Licensee, upon notice by County. Licensee shall supply a certificate of insurance including the modification within ten (10) days from the date notice of the modification is received by Licensee. Such notice will be given pursuant to the terms of the License; if the License does not specify a notice procedure, County may give notice by Certified U.S. Mail, E-Mail or Facsimile; Certified Receipt, E-Mail Receipt Confirmation or Facsimile Confirmation shall constitute proof of receipt of notice. Failure by Licensee to supply a modified certificate of insurance as required by this paragraph shall constitute material breach by

Licensee and grounds for immediate termination of the License by County. Licensee further hereby consents to the addition of the modified insurance requirements to the License.

4. Annual Fee. Licensee shall pay an annual fee to the Licensor as set forth in Exhibit B attached hereto. This shall be due upon execution of this License and on each anniversary of the date that the Licensor executes this License.

Upon the first annual anniversary of the execution date, and each annual anniversary of the execution date thereafter, the Annual Fee shall increase by five percent (5%) above the Annual Fee being paid during the most recent annual period.

If payment is not received within 30 days of the due date, Licensee shall pay interest (simple interest, not compounded) on the past due license fee amount or any other sum due under this license, at the rate of ten percent per annum as allowed by A.R.S §44-1201. Interest shall be calculated from the date due until paid.

5. Term. This License shall run for a period of up to five (5) years from the effective date. This License is renewable upon mutual agreement of both parties. This License may be terminated or revoked by the Licensor upon written notice to the Licensee executed by the Chief Information Officer of the Pima County Information Technology Department and the refund of a prorated portion of the license fee. Upon receipt of written notice from the Licensor that this License is terminated or revoked, the Licensee shall remove the Encroachment from the right-of-way at no expense to the Licensor, and to the satisfaction of the Licensor, within 90 days. The Licensee shall restore the right-of-way to the pre-License condition or as may be mutually agreed upon.

6. Licensee Has No Interest or Estate. The Licensee agrees that it has no claim, interest, or estate at any time in the right-of-way by virtue of this License or its use hereunder. Upon termination or revocation of this License, the Licensee shall have no right of entry upon the right-of-way.

7. No Exclusive Right. Nothing in this License shall be construed to grant the Licensee an exclusive right to erect and maintain its facilities in the public right-of-way. Facilities of the Licensee shall be erected so as not to interfere with the reasonable use of the public right-of-way. The location of facilities of the Licensee shall not be a vested interest, and its facilities shall be removed or relocated by the Licensee whenever they restrict or obstruct the use or location, or any future use or location, of the public right-of-way or of facilities of the Licensor, or the use thereof by the public.

8. Removal of Encroachment; Performance Bond. Nothing in this License shall be construed to prevent the Licensor from abandoning, altering, improving, repairing, or maintaining facilities of the Licensor or the public right-of-way and, for that purpose, requiring the Licensee at its own expense to remove, relocate, or abandon in place the Licensee's facilities to accommodate the activities of the Licensor. Upon termination of this License for any reason, or in the event partial or total removal of the Encroachment becomes necessary for any purpose, the Licensee shall promptly remove the Encroachment at its own cost. In this event, the

Licensee shall not seek compensation or financial reimbursement for costs associated with the removal or relocation of the Encroachment. In the event the Encroachment is not promptly removed by the Licensee, the Licensor shall have the right to remove the Encroachment. To secure its obligation herewith, the Licensee shall provide a performance bond in the amount of \$5,000.00. The Licensor shall be entitled to the bond proceeds in the event the Licensee fails to remove the Encroachment promptly upon reasonable notice and the Licensor removes the Encroachment. The bond shall be maintained throughout the term of this License. If evidence of a renewal of the bond is not provided to the Licensor 30 days prior to the bond's expiration, this License shall automatically terminate and the bond shall become payable. This License shall become null and void if the bond lapses.

9. Damage to or Destruction of Facilities. The Licensor shall not be liable for lost revenues sustained by the Licensee because of damage, modification, or alteration to, or destruction of, its facilities in the public right-of-way when such costs or lost revenues result from construction, operation, and maintenance of facilities of the Licensor in the public right-of-way, provided the activities resulting in such costs or lost revenues are conducted in accordance with applicable laws and regulations.

10. Conflict of Interest. This Agreement is subject to A.R.S. section 38-511, which provides for cancellation of contracts by the Licensor for certain conflicts of interest, and which is incorporated herein as if set forth fully in relevant part.

11. County Permits; No Authorization for Wrongdoing. This License does not constitute a County permit for right-of-way use. Nothing in this License relieves the Licensee from its duty to obtain all applicable permits for right-of-way use from the appropriate County departments and the Pima County Flood Control District. The Licensee shall construct the proposed Encroachment in accordance with the plans submitted to the Licensor with the application for this License. Licensor review or approval of plans or specifications, or issuance of a permit for an activity or an installation, construction, or location of a facility of the Licensee, or the failure of the Licensor to direct the Licensee to take any precautions or make any changes or to refrain from doing anything, shall not be construed to be an authorization for or approval of any violation of an industry standard pertaining to the location or construction of a utility facility in a public right-of-way. No review, approval, or permit presuming to give such authority shall relieve the Licensee of its obligations under this License regarding the location and construction of facilities. The failure of the Licensor to direct the Licensee to take any precautions or make any changes or to refrain from doing anything, shall not excuse the Licensee from its responsibilities hereunder to the Licensor or others for injury to persons or damage to property.

12. Licensor Participation in Suit, Action or Proceeding. The Licensor shall have the right at all times to take part in any suit, action, or proceeding instituted by or against the Licensee (a) in which any judgment or decree can be rendered foreclosing any lien on any of the Licensee's property situated within the public right-of-way, (b) seeking to enjoin, restrain, or in any manner interfere with the Licensee in the performance or observance by it of any of the terms or conditions of this License, or any regulation, notice or direction of the Licensor in such connection, (c) affecting the rights, powers or duties of the Licensee to do or not to do anything which by this License it may be required to do or not to do, or (d) which involves or might

involve the constitutionality, validity, or enforcement of this License. The Licensor may take such steps relating to the suit, action, or proceeding as the Licensor may deem necessary or advisable to protect the interests of the Licensor or the public interest.

13. Compliance with Highway Safety. Construction of the Encroachment shall not interfere with the safety of the traveling public or the authorized public use of the right-of-way, and may not otherwise interfere with the general health, safety, and welfare of the citizens of Pima County. Once constructed, the Encroachment shall be maintained by the Licensee so as not to interfere with safe sight distance or safe travel along the right-of-way.

14. Location and Construction Standards. The location and construction of facilities in the public right-of-way shall conform to applicable industry standards then in effect and as may be directed by the Licensor in order not to interfere with a planned future use of the public right-of-way by the Licensor. All facilities of the Licensee shall be located so as to cause minimum interference with the proper use of the public right-of-way, and to cause minimum interference with the rights and reasonable convenience of property owners whose property is adjacent to the public right-of-way.

15. Barriers and Signs. Any opening or obstruction in the public right-of-way made by the Licensee in the course of the construction, maintenance, operation, repair, replacement, or removal of facilities shall be guarded and protected at all times by the placement of adequate barriers, the bounds of which during periods of dusk and darkness shall be clearly designated by warning lights. Any work performed by the Licensee along a public highway open for travel shall be properly signed and marked with warning and directional devices in accordance with A.R.S. section 28-650 and the "ADOT Construction Manual", Arizona Department of Transportation, Chapter 7 Traffic Control Facilities, January, 2005, as amended now and in the future.

16. Inspection Charge. The Licensor, if it deems it necessary, may inspect any construction, operation, and maintenance by the Licensee in the public right-of-way to ensure proper performance of this License and conformance with applicable federal, state, and county laws, ordinances, and regulations, and the Licensor may make a reasonable charge for such inspection, provided such charge is lawfully adopted and uniformly imposed and collected for such inspections from other utilities or persons similarly situated to the Licensee.

17. Care and Restoration of County Roadway or Facilities. In the construction, maintenance, repair, and operation of its facilities, the Licensee shall not alter the direction, surface, grade, or alignment of the County roadway. The Licensee shall use all necessary care to avoid doing or permitting to be done any damage, disturbance, alteration, or modification to the facilities of the Licensor. If the Licensee shall do or permit to be done any damage, disturbance, alteration, or modification, the Licensee, at its expense and in a manner approved by the Licensor's Engineer, and to the satisfaction of the Licensor, shall restore the roadway or facilities to the condition in which they were before being damaged, disturbed, altered, or modified, and shall also be liable to the Licensor or others for any other damages that may accrue because of said damage, disturbance, alteration, or modification. The restoration shall be initiated promptly and completed expeditiously in recognition of the duty of the Licensee to give the restoration, repair,

or replacement of the Licensor's roadway or facilities priority over any non-emergency activities of the Licensee.

18. Compliance; Assent to Legality. The Licensee shall conform to and abide by and perform all the conditions, provisions, requirements, and limitations in this License. The Licensee shall be subject to all County ordinances and regulations now in force or that hereafter may be lawfully adopted, including all ordinances and regulations relating to the physical use of public rights-of-way by utilities. The Licensee shall not set up as against the Licensor any claim that the provisions of this License or any applicable County ordinance or regulation now lawfully in force are unreasonable, arbitrary, or void.

19. Non-Exclusivity. This License and the privileges granted herein shall not be exclusive, and the Licensor expressly reserves the right to grant, from time to time, similar Licenses and privileges over the same right-of-way to any other person, firm, or corporation.

20. Approval for Sale, Assignment or Transfer. The Licensee shall not lease the total capacity of its system or network, sell or license the use of the Encroachment, or otherwise transfer or assign any rights or obligations under this License to another entity unless the Licensor first gives its written approval, which approval shall not be unreasonably withheld. This prohibition shall not apply to assignments made or security interests granted by the Licensee in order to secure financing. This prohibition also shall not apply in the event that the License is transferred, assigned, or sold to an interest affiliated with the Licensee. The Licensee shall, however, provide at least thirty days' advance notice of any such affiliate transfer, assignment, or sale. The Licensor shall have discretion to review the financial, technical, and operational qualifications of any entity acquiring this License by any transfer, assignment, or sale. If the Licensor fails to give any written or verbal disapproval within 45 days of receiving a request from the Licensee for approval of the Licensee's transfer or assignment of rights or obligations under this License, the Licensor shall be deemed to have consented to the transaction.

21. Future Regulation. All rights hereunder are granted under the express condition that the Pima County Board of Supervisors shall have the power at any time, in accordance with applicable law, to impose such restrictions and limitations, and to make such regulations as to the physical use of said right-of-way by the Licensee as may be deemed best for the public safety or welfare.

22. Notices. All notices, requests, demands, and communications hereunder will be given by first-class, certified, or registered mail, return-receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused, or returned undelivered. Notices will be addressed to the parties as follows:

If to Licensee:

CCTMI LLC  
c/o Crown Castle USA Inc.  
E. Blake Hawk, General Counsel  
Attn: Legal-Real Estate Department  
2000 Corporate Drive  
Canonsburg, PA 15317-8564

If to Licensor: Pima County Government  
Information Technology Department  
Attn: Contract Administrator  
150 West Congress, 6th Floor  
Tucson, AZ 85701  
Phone: 520-724-8113  
Email: contract.administrator@pima.gov

With payment to: Pima County Revenue Management  
130 W Congress  
Mail Stop: DT-BAB6-404  
Tucson, AZ 85701

Either party hereto may change the place for the giving of notice to it by giving thirty (30) days' prior written notice to the other as provided herein.

23. Non-Discrimination. Licensee 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](http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf) which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, Licensee 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.

24. Modifications. Any addition, variation, or modification to this License shall be void and ineffective unless made in writing and signed by an authorized representative of each party.

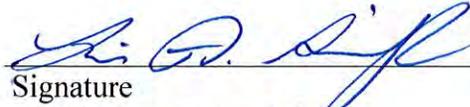
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IN WITNESS WHEREOF, the parties have affixed their signatures to this Nonexclusive Right-of-Way Use License on the dates written below.

**PIMA COUNTY:**

**CCTMI LLC:**

\_\_\_\_\_  
Chair, Board of Supervisors

  
Signature

**Lisa A. Sedgwick**  
**RET Manager**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (Please Print)

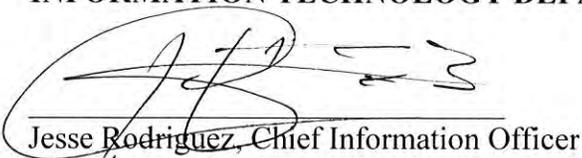
7/30/2014  
Date

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board of Supervisors

\_\_\_\_\_  
Date

**INFORMATION TECHNOLOGY DEPARTMENT:**

  
\_\_\_\_\_  
Jesse Rodriguez, Chief Information Officer

8/11/14  
Date

**APPROVED AS TO FORM:**

  
**TOBIN ROSEN**  
for Marc Natelsky, Deputy County Attorney

7/14/14  
Date

## EXHIBIT A

Reference or Identification Number: 826650

Site Name: Pima Pole 1

Address: 6048 E Sunrise Drive

***Legal description of encroachment on that portion of the Licensor's Right-of-Way:***

COMMENCING AT A FOUND BRASS CAP FLUSH AT THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 13 SOUTH, RANGE 14 EAST;

THENCE ALONG THE NORTH LINE OF SAID SECTION 13, SOUTH 89 DEGREES 58 MINUTES 46 SECONDS WEST A DISTANCE OF 2030.70 FEET TO A POINT;

THENCE DEPARTING SAID SECTION LINE, SOUTH 00 DEGREES 01 MINUTES 14 SECONDS EAST A DISTANCE OF 861.07 FEET TO A POINT ON THE NORTH PUBLIC RIGHT OF WAY LINE OF SUNRISE DRIVE;

THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE AND CONTINUING SOUTH 00 DEGREES 01 MINUTES 14 SECONDS EAST, A DISTANCE OF 134.66 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 20 DEGREES 05 MINUTES 25 SECONDS EAST A DISTANCE OF 6.65 FEET TO A POINT;

THENCE SOUTH 69 DEGREES 54 MINUTES 35 SECONDS WEST A DISTANCE OF 17.00 FEET TO A POINT;

THENCE NORTH 20 DEGREES 05 MINUTES 25 SECONDS WEST A DISTANCE OF 6.65 FEET TO A POINT;

THENCE NORTH 69 DEGREES 54 MINUTES 35 SECONDS EAST A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING SAID PARCEL CONTAINING 113 SQUARE FEET OR 0.0026 ACRES OF LAND MORE OR LESS.

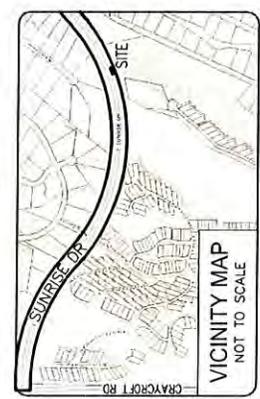
## EXHIBIT B

### LICENSE FEE SCHEDULE

SITE I.D.	LOCATION	ANNUAL FEE
826650	6048 E Sunrise Drive	See below

#### PAYMENTS DUE

Due: November 3, 2014	\$14,586.08
Due: November 3, 2015	\$15,315.38 (\$14,586.08 + 5%)
Due: November 3, 2016	\$16,081.15 (\$15,315.38 + 5%)
Due: November 3, 2017	\$16,885.21 (\$16,081.15 + 5%)
Due: November 3, 2018	\$17,729.47 (\$16,885.21 + 5%)



VICINITY MAP  
NOT TO SCALE

**OWNER INFORMATION**

PIMA COUNTY  
130 W Congress Street  
Tucson, AZ 85701

**PROPERTY INFORMATION**

6048 E Sunrise Drive  
Tucson, AZ 85750  
APN: PENDING  
Deed: BK 7454, PG 865

**UNDERGROUND UTILITIES**  
TWO WORKING DAYS  
BEFORE YOU DIG  
CALL 1-800-782-5348 (TOLL FREE)  
ARIZONA BLUE STAKE, INC.  
NON-MEMBERS  
MUST BE CALLED DIRECTLY

AREA SUMMARIES		
Area	S.F.	Acres
Parent Parcel	862,262	19.7948
Cellular Communication Facility	113	0.0026

**ZONING**

The current zoning classification of the surrounding areas around the Parent Parcel is "CR-1" (Single Residence Zone) in the County of Pima, AZ. (Per website <http://webcms.pima.gov/>)

**FLOOD INFORMATION**

By graphic plotting only, this property is in Zone "X" of the Flood Insurance Rate Map, Community Panel No. 04019C 1715 L, with an effective date of June 16, 2011, and is NOT in a Special Flood Hazard Area.

**SYMBOL LEGEND**

- R.O.W. - Right of Way  - Equipment
- ☉ - Centerline
- P.O.B. - Point of Beginning
- P.O.C. - Point of Commencement
- OH - Overhead Utility Line
- ☐ - Utility Pole
- ☑ - Utility Box
- ☐ - Monument Found
- ☐ - Transformer
- ☐ - Communication Vault
- ☐ - Manhole
- ☑ - Electric Meter

**TOWER SURVEY**  
Portion of Sunrise Drive  
Section 13, T13S, R14E  
Pima County

FOR: CROWN CASTLE  
SITE: Pima Pole 1  
BUN: 826650  
ADDRESS: 6048 E Sunrise Drive  
Tucson, AZ 85750  
Pima County

**CROWN CASTLE**  
NATIONAL SURVEY SERVICES COORDINATION BY:  
350 TOWNSEND WAY, SUITE 300, CHARLOTTE, NC 28217  
OFFICE (866) 418-0500 FAX (866) 462-5981  
WWW.GEOLINEINC.COM

**GEOLINE SURVEYING, INC.**  
13430 NW 10th Terrace, Suite 4, Ashburn, VA 20147  
Office (866) 418-0500 Fax (866) 462-5981  
WWW.GEOLINEINC.COM

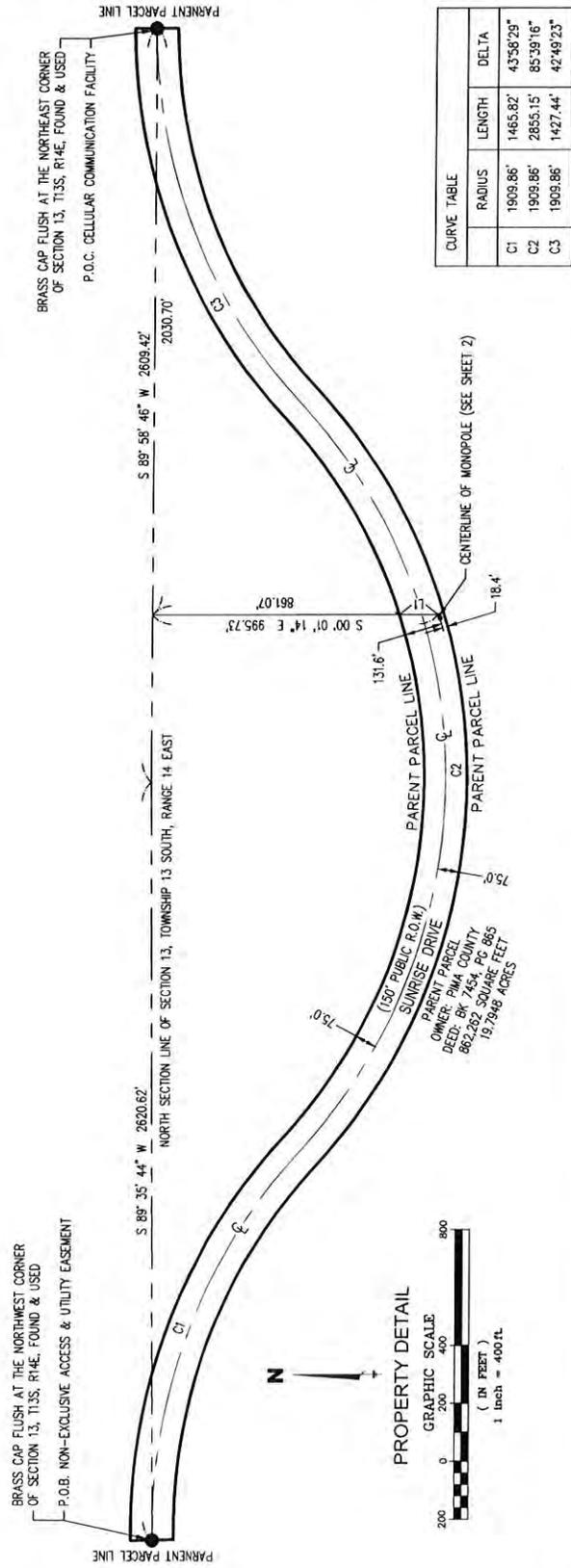
**SURVEY WORK PERFORM**  
J.V. Survey  
15278 W Ball Rd. - S  
Surprise, Arizona 8  
Phone: (602) 209-8833 Fax (602)  
DRAWN BY: WFC CHECKED BY: JLV

**SURVEYOR'S NOTES**

- The mention for all bearings is herein is the centerline of vista as being S. 89° 35' 44" W 2620.62' seconds W per BK 27, Pg. 97.
- No subsurface investigation was shown hereon are limited to and observed evidence only.
- This survey does NOT represent Boundary Survey of the Parent Parcel.
- All visible tower equipment or improvements are contained with described area.

**SURVEYOR'S CERTIFY**  
I hereby certify to Crown Castle Republic National Title Insurance that this ground survey was made under my personal supervision.

Joshua J. Mikoder  
State of Arizona No. 41114  
Date of Survey, April 8, 2014  
Revised, April 24, 2014



**TOWER SURVEY**  
 Portion of Sunrise Drive  
 Section 13, T13S, R14E  
 Pima County

FOR: CROWN CASTLE  
 SITE: Pima Pole 1  
 BUN: 0206850  
 ADDRESS: 6048 E Sunrise Drive  
 Tucson, AZ 85750  
 Pima County

**CROWN CASTLE**  
 3530 TORRINGTON WAY, SUITE 200, CHARLOTTE, NC 28277  
 NATIONAL SURVEY SERVICES CORPORATION INC.

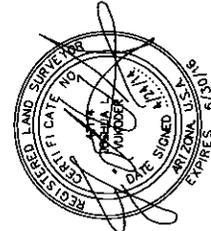
**GEOLINE SURVEYING, INC.**  
 13430 NW 10th Terrace, Suite A, Alachua, FL 32615  
 Office: (888) 418-2500 Fax: (888) 462-9886  
 WWW.GEOLINEINC.COM

**SURVEY WORK PERFORMED**  
 J.V. Surveying  
 15278 W. Bell Rd. - Suite 102  
 Surprise, Arizona 85374  
 Phone: (623) 209-8833 Fax: (623) 209-8825  
 DRAWN BY: WFC | CHECKED BY: J.V. | JOB #: 3307

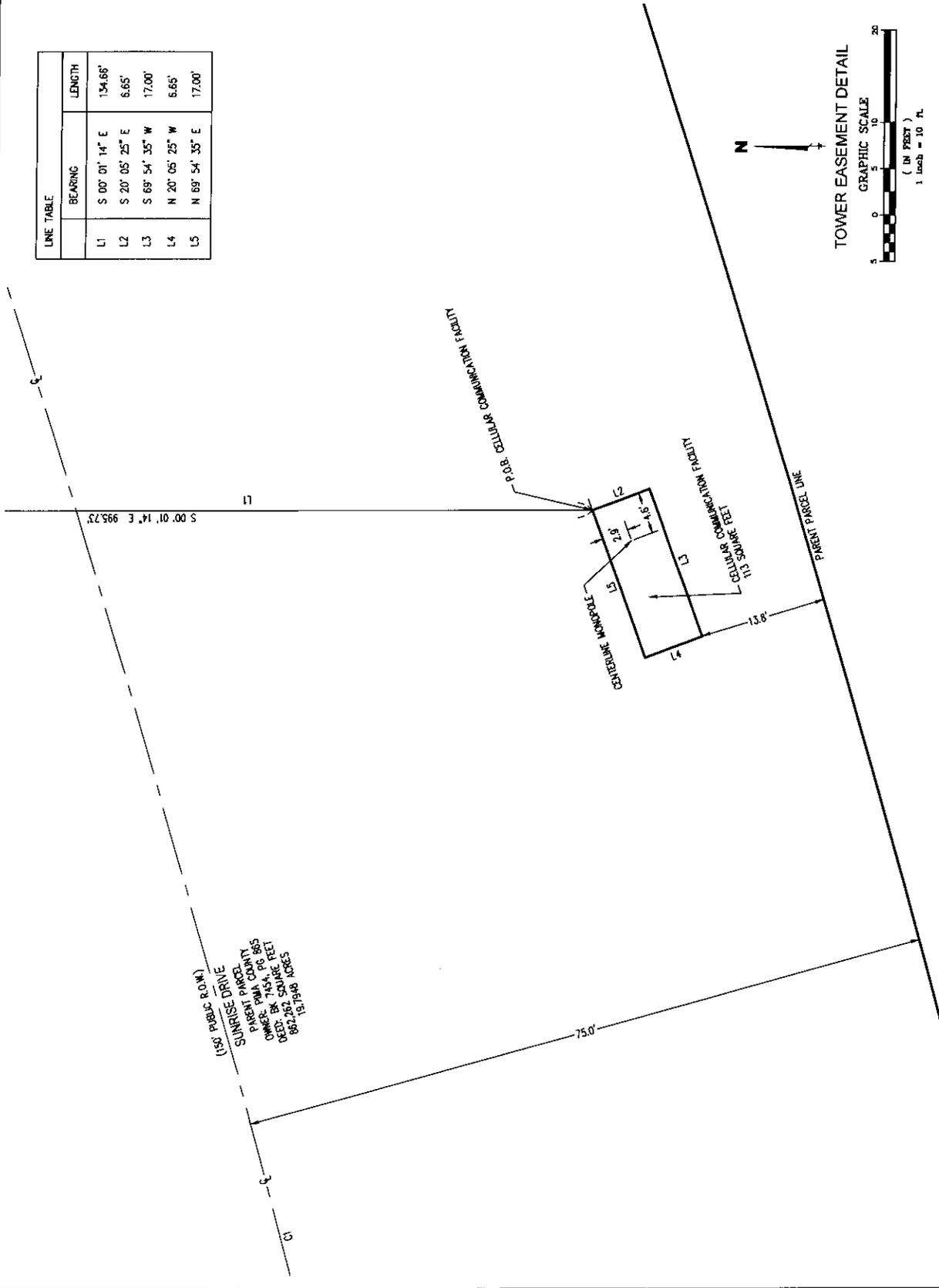
**SURVEYOR'S NOTES**  
 1. The meridian for all bearings shown hereon is the centerline of Vista Ave., known as being S. 89 degrees 58 minutes 46 seconds W per Bk 27, Pg 97.  
 2. No subsurface investigation was performed to locate underground utilities. All utilities shown hereon are limited to and are per observed evidence only.  
 3. This survey does NOT represent a Boundary Survey of the Parent Parcel.  
 4. All visible Tower Equipment and Improvements are contained within the described area.

**SURVEYOR'S CERTIFICATE**  
 I hereby certify to Crown Castle and Qd Republic National Title Insurance Company that this ground survey was made under my supervision.

Joshua V. Wikoder  
 State of Arizona No. 41114  
 Date of Survey: April 8, 2014  
 Revised: April 24, 2014



LINE TABLE		BEARING	LENGTH
L1		S 00° 01' 14" E	134.66'
L2		S 20° 05' 25" E	6.65'
L3		S 69° 54' 35" W	17.00'
L4		N 20° 05' 25" W	6.65'
L5		N 69° 54' 35" E	17.00'



### CELLULAR COMMUNICATION FACILITY

#### LEGAL DESCRIPTION (Created by this Office)

COMMENCING AT A FOUND BRASS CAP FLUSH AT THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 13 SOUTH, RANGE 14 EAST;

THENCE ALONG THE NORTH LINE OF SAID SECTION 13, SOUTH 89 DEGREES 58 MINUTES 48 SECONDS WEST A DISTANCE OF 2030.70 FEET TO A POINT;

THENCE DEPARTING SAID SECTION LINE, SOUTH 00 DEGREES 01 MINUTES 14 SECONDS EAST A DISTANCE OF 861.07 FEET TO A POINT ON THE NORTH PUBLIC RIGHT OF WAY LINE OF SUNRISE DRIVE;

THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE AND CONTINUING SOUTH 00 DEGREES 01 MINUTES 14 SECONDS EAST; A DISTANCE OF 134.86 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 20 DEGREES 05 MINUTES 25 SECONDS EAST A DISTANCE OF 6.65 FEET TO A POINT;

THENCE SOUTH 69 DEGREES 54 MINUTES 35 SECONDS WEST A DISTANCE OF 17.00 FEET TO A POINT;

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### ACCESS & UTILITY EASEMENT DESCRIPTION

(Created by this Office)

AN EASEMENT AND RIGHT OF WAY IN, UPON, OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

ALL OF A PARCEL OF LAND 150.0 FEET IN WIDTH, 75.0 FEET SIDE OF THE FOLLOWING DESCRIBED CENTERLINE LYING WITHIN SECTIONS 12 AND 13, TOWNSHIP 13 SOUTH, RANGE 14 EAST OF THE GILA & SALT RIVER BASE & MERIDIAN, PIMA COUNTY, ARIZONA.

BEGINNING AT THE SECTION CORNER TO SECTIONS 11, 12, 13 AND 14; THENCE ALONG THE ARC OF A 1909.86 FOOT RADIUS CURVE TO THE RIGHT, TANGENT TO THE LINE COMMON TO SECTIONS 11 & 14; A DISTANCE OF 1465.82 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A 1909.86 FOOT RADIUS CURVE TO THE LEFT 2855.15 FEET TO THE RIGHT TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A 1909.86 FOOT RADIUS CURVE TO THE RIGHT 1427.44 FEET TO A POINT OF TANGENT TO THE SECTION LINE COMMON TO SECTION 7 & 18, TOWNSHIP 13 SOUTH, RANGE 15 EAST, AT THE SECTION CORNER COMMON TO SECTIONS 12 & 13, TOWNSHIP 13 SOUTH, RANGE 14 EAST AND SECTIONS 7 AND 18, TOWNSHIP 13 SOUTH, RANGE 15 EAST OF THE GILA & SALT RIVER BASE & MERIDIAN, PIMA COUNTY, ARIZONA.

**TOWER SURVEY**  
Portion of Sunrise Drive  
Section 13, T13S, R14E  
Pima County

FOR: CROWN CASTLE  
SITE: Plaza Pole 1

BUN: 626650  
ADDRESS: 6048 E Sunrise Drive  
Tucson, AZ 85750  
Pima County



3530 TOWNHOPKIN WAY, SUITE 300, CHARLOTTE, NC 28277  
NATIONAL SURVEY SERVICES CORPORATION INC.

**G E O L I N E**  
SURVEYING, INC.

13430 NW 10th Terrace, Suite A, Alachua, FL 32315  
Office (386) 418-0500 Fax (386) 402-9886  
WWW.GEOLINEINC.COM

**SURVEY WORK PERFORMED**



J.V. Surveying

15278 W. Bell Rd. - Suite 102  
Surprise, Arizona 85374

Phone (623) 209-8833 Fax (623) 209-8825  
DRAWN BY: WFC CHECKED BY: J.V.J. JOB # 3387

### SURVEYOR'S NOTES

1. The meridian for all bearings shown hereon is the centerline of Vista Ave., known as being S. 89 degrees 58 minutes 48 seconds W per Bk. 27, Pg. 97.
2. No subsurface investigation was performed to locate underground utilities. All utilities shown hereon are limited to and are per observed evidence only.
3. This survey does NOT represent a Boundary Survey of the Parent Parcel.
4. All visible Tower Equipment and Improvements are contained within the described area.

### SURVEYOR'S CERTIFICATE

I hereby certify to Crown Castle and Old Republic National Title Insurance Company that this ground survey was made under my supervision.

Joshua J. Volkoder  
State of Arizona No. 41114  
Date of Survey, April 8, 2014  
Revised: April 29, 2014

