

OPTION AND LAND LEASE AGREEMENT

This Agreement made this ___ day of September, 2012, between City of Maricopa, a municipal corporation, with its principal offices located at PO Box 610, Maricopa, AZ 85139; Attn: City Manager, hereinafter designated LESSOR and Verizon Wireless (VAW) LLC, a Delaware limited liability company, d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

LESSOR is the owner of that certain real property located at 18800 N. Porter Rd., City of Maricopa, County of Pinal, State of Arizona; Assessor's Parcel Number 510-24-001Q (the entirety of LESSOR's property is referred to hereinafter as the "Property"), which Property is legally described in Exhibit "A" attached hereto and made a part hereof. LESSEE desires to obtain an option to lease a portion of said Property, being described as an irregular shaped parcel of ground space containing the following dimensions: a thirty-eight foot four inch (38'4") by nineteen foot six inch (19'6") by seventeen foot eight inch (17'8") by eighteen foot (18') by twenty-four foot four inch (24'4") by twenty foot eight inch (20'8") by thirty-two foot two inch (32'2") parcel (the "Land Space"), together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a twelve (12') foot wide right-of-way (the "Access Right-of-Way") extending from the nearest public right-of-way, Porter Road, to the Land Space, and a five foot (5') wide right-of-way (the "Utilities Right-of-Way") for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space (the Access Right-of-Way and Utilities Right-of-Way are collectively referred to herein as the "Rights of Way"), said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "B" attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the sum of Nine Hundred Dollars (\$900.00), to be paid by LESSEE to the LESSOR, the LESSOR hereby grants to LESSEE the right and option to lease said Premises, for the term and in accordance with the covenants and conditions set forth herein. The foregoing payment shall be made by LESSEE within forty five (45) days of execution of this Agreement or of receipt by LESSEE from LESSOR of the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Land Lease Agreement below, whichever occurs later. The providing by LESSOR of Rental Documentation to LESSEE shall be a prerequisite for the payment of the foregoing amount or any other option or rental payment, if applicable, by LESSEE, and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any payment(s) until Rental Documentation has been supplied to LESSEE.

The option may be exercised at any time on or prior to twelve (12) months after the date of this Agreement. If the option has not been so exercised, it shall be automatically extended for one additional period of twelve (12) months, unless LESSEE gives written notice to the LESSOR of the intent not to extend prior to the end of the initial option period. If the option is extended, LESSEE shall make an additional payment of Nine Hundred Dollars (\$900.00) to LESSOR within thirty (30) days of the option being extended, provided LESSOR has supplied to LESSEE the Rental

Documentation, as defined in and in accordance with Paragraph 3 of the Land Lease Agreement below. The time during which the option may be exercised may be further extended by mutual agreement in writing. If during said option period, the LESSOR decides to subdivide, sell or change the status of the Property or his property contiguous thereto he shall immediately notify LESSEE in writing so that LESSEE can take steps necessary to protect LESSEE's interest in the Premises.

This option may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

Should LESSEE fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and LESSOR shall retain all money paid for the option, and no additional money shall be payable by either Party to the other.

LESSOR shall reasonably cooperate with LESSEE in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit LESSEE use of the Premises. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE unless necessary for public health, safety or welfare.

The LESSOR shall permit LESSEE, during the option period, free ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as LESSEE may deem necessary, at the sole cost of LESSEE. If any such inspections or tests involve boring or other invasive examinations, LESSEE shall restore the affected portion of the Property to its condition prior to the performance of such inspections or tests.

LESSOR agrees to execute a Memorandum of this Option to Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Option to Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

Notice of the exercise of the option shall be given by LESSEE to the LESSOR in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date of the notice and thereupon the following Agreement shall take effect:

LAND LEASE AGREEMENT

This Agreement, made this ___ day of September, 2012 between the City of Maricopa, a municipal corporation, with its principal office located at PO Box 610, Maricopa, AZ 85139; Attn: City Manager, hereinafter designated LESSOR and Verizon Wireless (VAW) LLC, a Delaware limited liability company, d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 18800 N. Porter Rd., City of Maricopa, County of Pinal, State of Arizona; Assessor's Parcel Number 510-24-001Q, and being described as an irregular shaped parcel of ground space containing the following dimensions: a thirty-eight foot four inch (38'4") by nineteen foot six inch (19'6") by seventeen foot eight inch (17'8") by eighteen foot (18') by twenty-four foot four inch (24'4") by twenty foot eight inch (20'8") by thirty-two foot two inch (32'2") parcel (the "Land Space"), together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a twelve (12') foot wide right-of-way (the "Access Right-of-Way") extending from the nearest public right-of-way, Porter Road, to the Land Space, and a five foot (5') wide right-of-way (the "Utilities Right-of-Way") for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space (the Access Right-of-Way and Utilities Right-of-Way are collectively referred to herein as the "Rights of Way"), said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "B" attached hereto and made a part hereof. LESSEE's use of the non-exclusive Rights of Way shall not unreasonably interfere with LESSOR's use of the Property. The Property is legally described in Exhibit "A" attached hereto and made a part hereof. In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "B". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL.

This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for ten (10) years (the "Initial Term") and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Eighteen Thousand and NO/100 Dollars (\$18,000.00) to be paid in equal monthly installments, plus applicable State, County and Local Transaction Privilege Taxes on the first day of the month, in advance, to LESSOR or to such other person, firm or

place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. Upon written agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE. The Commencement Date shall be the first day of the month in which notice of the exercise of the option, as set forth above, is effective. However, LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the exercise of the option is effective.

Prior to the Commencement Date, LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) a recorded deed evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; and (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement. From time to time during the Term (as defined below) of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s) or transferee(s) of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s) or transferee(s) of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s) or transferee(s) of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. EXTENSIONS. Provided that LESSEE is not in default hereunder beyond any applicable notice and cure period, this Agreement shall automatically be extended for one (1) additional ten (10) year term (the "Extended Term") unless LESSEE terminates it at the end of the Initial Term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the Initial Term. In the event this Agreement is extended, the rent payable for the Extended Term shall be increased to one hundred ten percent (110%) of the rent applicable during the Initial Term. The Initial Term and Extended Term shall be collectively referred to herein as the "Term."

5. DAMAGE TO PROPERTY. LESSEE shall promptly repair any damage to LESSOR's Property or improvements caused solely by LESSEE's construction, installation, maintenance or use of its equipment at the Premises.

6. TAXES; LIENS.

6.01 LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with the Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

6.02 LIENS. LESSEE shall keep the Premises and every part thereof free and clear of any and all mechanic's, materialsman's or other liens for or arising out of or in connection with the work or labor done, services performed or materials or appliances used or furnished for or in connection with any operations of LESSEE, any alteration, improvement, repairs or additions which LESSEE may make or permit or caused to be made or any work or construction by, for or permitted by LESSEE on or about the Premises or any obligations of any kind incurred by LESSEE, and at all times, LESSEE shall promptly and fully pay and discharge any and all claims on which any such lien is based, and agrees to indemnify LESSOR against all such liens and claims of liens and suits and other proceedings pertaining thereto, except to the extent such

claims or liens are caused by the improvements, negligence of willful misconduct of LESSOR, or LESSOR's employees, agents or assigns.

7. USE; GOVERNMENTAL APPROVALS.

7.01 USE. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. LESSEE shall remove the existing light pole located on the Premises ("Old Light Pole") and replace it with a new eighty foot (80') tall light pole ("New Light Pole"), in the place as depicted and described in Exhibit B attached hereto and incorporated herein. The existing field lights ("Lights") on the Old Light Pole shall be removed from the Old Light Pole and reinstalled upon the New Light Pole as depicted and described in Exhibit B attached hereto and incorporated herein. At LESSOR's option, LESSEE shall be responsible for moving the Old Light Pole to another location within the Property at LESSOR's direction, however, LESSOR shall be responsible for disposing of the Old Light Pole. Throughout the Term of this Agreement, LESSOR shall be responsible for maintaining the New Light Pole structure and for maintaining the Lights and other lighting related maintenance upon the New Light Pole. Throughout the Term of this Agreement, LESSEE shall solely be responsible for maintaining LESSEE's antennas, dishes and transmission lines on the New Light Pole. LESSOR shall not tamper with or manipulate in any manner, LESSEE's antennas, dishes or transmission lines located on the New Light Pole. A security fence consisting of cement block construction or similar but comparable construction approved by LESSOR shall be placed around specified areas on the Property in the area and in the height and material as described and depicted in Exhibit "B" attached hereto (the "CMU Wall"). No later than sixty (60) days following completion of construction of the improvements to the Premises, LESSEE agrees to transfer ownership of the New Light Pole and the CMU Wall to LESSOR by use of a bill of sale in the form attached hereto as Exhibit D. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. LESSEE shall use the Premises in compliance with all federal, state, local laws and regulations and shall follow FCC regulations in maintaining current and accurate signage for emergency contact information. If for any reason, LESSEE's use of the Premises fails to comply with any federal, state or local law and LESSEE fails to bring its use into compliance within thirty (30) days of written notice of such noncompliance, LESSOR shall have the right to terminate this Agreement as provided herein, unless sooner authorized by such law.

7.02 Governmental Approvals. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall reasonably cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE unless necessary for

public health, safety or welfare. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All Rent paid through said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

8. INDEMNIFICATION.

8.01 INDEMNIFICATION BY LESSEE. Except to the extent caused by the negligent acts or willful misconduct of LESSOR, its agents or employees, LESSOR shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by LESSEE or LESSEE's agents, employees or assigns. LESSEE shall indemnify, defend, and hold harmless LESSOR, its elected officials, officers, employees, agents and representatives from and against any and all claims, losses, expenses, demands, actions, or causes of action (collectively, the "Claims"), including reasonable attorneys' fees and other actual and reasonable costs and expenses of litigation, which may be asserted against or incurred by LESSOR or for which LESSOR may be held liable, to the extent such Claims result from the negligence, willful misconduct or fault of LESSEE or its employees, agents, subcontractors or sublessees in connection with any material breach of this Agreement or from the installation, operation, use, maintenance, repair, removal or presence of LESSEE's utilities, antennas, equipment, facilities, fixtures, improvements and personal property on the Premises. Such indemnity shall not be limited by reasons of remuneration of any insurance coverage and shall survive the termination or expiration of this Agreement.

8.02 INDEMNIFICATION BY LESSOR. To the extent permissible by law, LESSOR shall indemnify, defend and hold harmless LESSEE, its employees and agents from all suits, actions, claims, demands, losses, costs or damages of every kind and description, including any actual and reasonable attorneys' fees, arbitration and litigation expenses, which may be brought or made against or incurred by LESSEE on account of injuries, death or damages received or sustained by any person, persons, or property on account of any negligent or willful act, omission, neglect or misconduct of LESSOR its employees, agent or anyone acting on LESSOR's behalf or under its direction, arising under this Agreement. The provisions of this Section, however, shall not apply to loss or damage or claims to the extent they are attributable to acts or omissions of the LESSEE, its employees, agents, representatives, subcontractors or sublessees. Such indemnity shall not be limited by reasons of remuneration of any insurance coverage and shall survive the termination or expiration of this Agreement.

9. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction to property in any one occurrence; or \$2,000,000 combined single limit coverage for bodily injury and property damage. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

10. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

11. TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR. Except as otherwise provided herein, this Agreement may be terminated by LESSOR upon thirty (30) days written notice to LESSEE if LESSEE's use of the Premises becomes illegal under any federal, state or local law, rule or regulation.

12. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue, unless the Federal Communications Commission makes a determination which is final and non-appealable or which is affirmed and becomes final after the exhaustion of all available appeals concluding that the

LESSEE's use as set forth in this Agreement present a material risk to the public health or safety, in which case, either the LESSOR or LESSEE may terminate this Agreement upon one (1) day notice to the other party. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE unless such installation is required by LESSOR for public health, safety and welfare. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

13. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

14. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 13 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 13 and this Paragraph 14, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 13 shall be increased to one hundred ten percent (110%) of the rent applicable during the month immediately preceding such expiration or earlier termination.

15. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term of this Agreement to sell or otherwise transfer all or any portion of the Premises, whether separately or as part of a larger parcel of which the Premises is a part with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or transfer the interest in the Premises or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term of this Agreement decide to sell or transfer all or any part of the Property to a purchaser other than

LESSEE, such sale or transfer shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

17. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

18. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term of this Agreement that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

19. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

20. GOVERNING LAW AND VENUE. The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either Party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The Parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either Party shall bring suit to enforce any terms of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

21. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. Provided that any purchaser, assignee or transferee fully assumes all of the obligations and liabilities of LESSOR under this Agreement, upon written notice to LESSEE, this Agreement may be sold, assigned or transferred by the LESSOR without any approval or consent of the LESSEE.

22. SUBLEASE; CO-LOCATION. LESSEE shall not sublet, lease or allow co-location on any portion of the Premises without LESSOR's prior written consent.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Maricopa,
PO Box 610
Maricopa, AZ 85139
Attn: City Manager

LESSEE: Verizon Wireless (VAW) LLC,
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate
Site Name: AZ5 Ak Chin Alt 2

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease,

ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within ten (10) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE.

29. ENVIRONMENTAL. LESSOR warrants and agrees that neither LESSOR nor, to LESSOR's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within LESSOR's Property in violation of any law or regulation. LESSOR and LESSEE each agree that they will not use, generate, store or dispose of any Hazardous Material on, under, about or within LESSOR's Property in violation of any law or regulation. LESSOR and LESSEE each agree to defend and indemnify the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any warranty or agreement contained in this paragraph. "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

30. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this

Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is materially impaired.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term of this Agreement, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or

rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

36. EXECUTORY CONTRACT. LESSEE represents and warrants that this Agreement complies with Section 365 of the Bankruptcy Code and this Agreement shall be treated as an executory contract thereunder.

37. CONFLICTS OF INTEREST. The provisions of A.R.S. §38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.

38. ARBITRATION. In the event that there is a dispute hereunder which the Parties cannot resolve between themselves, the Parties agree to attempt to settle the dispute by nonbinding arbitration before commencement of litigation. The arbitration shall be held under the rules of the American Arbitration Association. The matter in dispute shall be submitted to an arbitrator mutually selected by LESSOR and LESSEE. In the event the Parties cannot agree upon the selection of an arbitration within seven (7) days, then within three (3) days thereafter, the Parties shall request the presiding judge of the Superior Court in and for the County of Pinal, State of Arizona, to appoint an independent arbitrator. The cost of any such arbitration shall be divided equally between the LESSOR and LESSEE. The results of the arbitration shall be nonbinding on the Parties, and any Party shall be free to initiate litigation subsequent to the final decision of the arbitrator.

39. WAIVER OF TERMS AND CONDITIONS: The failure of LESSOR or LESSEE to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

40. SCRUTINIZED BUSINESS OPERATIONS: In signing this Agreement, LESSEE certifies pursuant to ARS §35-391 that they do not have scrutinized business operations in the Sudan and pursuant to ARS §35-393 that they do not have scrutinized business operations in

Iran.

41. NO KICK-BACK CERTIFICATION: LESSEE warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the LESSOR shall have the right to annul this Agreement without liability.

42. AS IS / ACCEPTANCE. LESSEE hereby acknowledges, agrees and represents to LESSOR that (i) LESSEE is leasing the Premises in an "AS IS" "WHERE IS" condition and (ii) LESSOR has no obligation to repair or correct any such facts, circumstances, conditions or defects to compensate LESSEE for the same. LESSEE acknowledges that neither LESSOR nor any agent of LESSOR has made any representation or warranty with respect to the Premises or any portion or aspect thereof, or with respect to the suitability or fitness thereof for the conduct of LESSEE's business or for any other purpose.

43. RELOCATION. LESSOR, on one (1) occasion, may relocate LESSEE to another location on the LESSOR's Property (herein referred to as the "Alternate Property"), provided:

- (a) the Alternate Property is similar to LESSEE's current Premises in size and is compatible for LESSEE's use in LESSEE's sole discretion;
- (b) LESSOR shall pay all costs incurred by LESSEE for relocating LESSEE's equipment from the Premises to a mutually agreeable site and improving the Alternate Property so that the Alternate Property is substantially similar to the original Premises, including all costs incurred to obtain all of the certificates, permits and other approvals that may be required by any Federal, State or Local authorities as well as any satisfactory soil boring tests which will permit LESSEE use of the Alternate Property as set forth in Paragraph 7 hereinabove;
- (c) LESSOR shall give LESSEE at least twelve (12) months written notice before requiring LESSEE to relocate;
- (d) LESSEE must be involved in the selection process of the Alternate Property although the final decision on an Alternate Property shall be in the sole and absolute discretion of the City; and
- (e) LESSEE's service will not be interrupted and LESSEE shall be allowed if necessary to place a temporary cell site and antenna structure on LESSOR's Property during relocation.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

City of Maricopa,
a municipal corporation

By: _____
Anthony Smith
Mayor

Date: _____

LESSEE:

Verizon Wireless (VAW) LLC,
a Delaware limited liability company,
d/b/a Verizon Wireless

By: _____
Walter L. Jones, Jr.
Area Vice President Network

Date: _____

Exhibit "A"
(Legal Description of Property)

Lot 1 of that certain Minor Land Division, according to the survey recorded in the office of the County Recorder of Pinal County, Arizona in Book 22 of Surveys, Page 191 and being a portion of the East half of the East half of Section 26, Township 4 South, Range 3 East of the Gila and Salt River Meridian, Pinal County, Arizona, also known as:

THAT PORTION OF EAST HALF OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 3 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 26;

THENCE NORTH 00 DEGREES 06 MINUTES 17 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 1,924.96 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 43 SECONDS WEST, A DISTANCE OF 165.61 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF PORTER ROAD AND THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 89 DEGREES 36 MINUTES 00 SECONDS EAST, A DISTANCE OF 7,055.00 FEET;

THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY 311.58 FEET ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THE EAST, THROUGH A CENTRAL ANGLE OF 02 DEGREES 31 MINUTES 50 SECONDS TO A POINT, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 06 MINUTES 28 SECONDS WEST, A DISTANCE OF 572.62 FEET;

THENCE SOUTH 00 DEGREES 50 MINUTES 43 SECONDS EAST, A DISTANCE OF 482.52 FEET TO THE NORTHERLY RIGHT-OF-WAY OF ADAMS WAY AND THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 16 DEGREES 22 MINUTES 07 SECONDS WEST A DISTANCE OF 470.00 FEET;

THENCE WESTERLY ALONG SAID RIGHT-OF-WAY 127.34 FEET ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THE NORTH, THROUGH A CENTRAL ANGLE OF 15 DEGREES 31 MINUTES 24 SECONDS;

THENCE NORTH 00 DEGREES 50 MINUTES 43 SECONDS WEST, A DISTANCE OF 858.63 FEET;

THENCE NORTH 34 DEGREES 52 MINUTES 55 SECONDS EAST, A DISTANCE OF 217.78 FEET;

THENCE NORTH 89 DEGREES 16 MINUTES 29 SECONDS EAST, A DISTANCE OF 619.40 FEET TO THE WESTERLY RIGHT-OF-WAY OF PORTER ROAD AND THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS SOUTH 83 DEGREES 30 MINUTES 51 SECONDS EAST, A DISTANCE OF 7,055.00 FEET;

THENCE SOUTHERLY 536.29 FEET ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THE EAST, THROUGH A CENTRAL ANGLE OF 04 DEGREES 21 MINUTES 19 SECONDS TO THE POINT OF BEGINNING.

Exhibit "B"

(Sketch of Premises within Property)

[See Attached]

INTERNAL REVIEW	
CONSTRUCTION SIGNATURE	DATE
RF SIGNATURE	DATE
REAL ESTATE SIGNATURE	DATE
FACILITIES / MICROWAVE SIGNATURE	DATE



4835 E. INDIGO ST., #104 MESA, AZ, 85205
 PHONE: (480) 204-1412 FAX: (480) 830-9353

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PROJECT NUMBER
07085

REVISIONS		
△	10.14.08	ISSUE TO CLIENT
△	10.30.08	ISSUE FOR SUBMITTAL
△	10.28.09	CLIENT COMMENTS
△	11.02.11	CLIENT COMMENTS
△	11.30.11	CLIENT COMMENTS
△	01.18.12	OWNER COMMENTS
△	02.03.12	OWNER COMMENTS
△	04.24.12	OWNER COMMENTS
△	06.20.12	CITY COMMENTS
△	08.29.12	CITY COMMENTS

SITE NAME

AZ5 GLENNWILDE GROVES

SITE ADDRESS

18800 N PORTER ROAD
MARICOPA, AZ 85139

SHEET TITLE

PROJECT ELEVATIONS

SHEET NUMBER

Z-3

DUE 12/29/2011
 DUE 5/08/2012
 APP# PA11-08
 CUP12-02

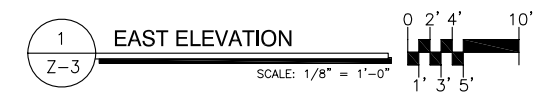
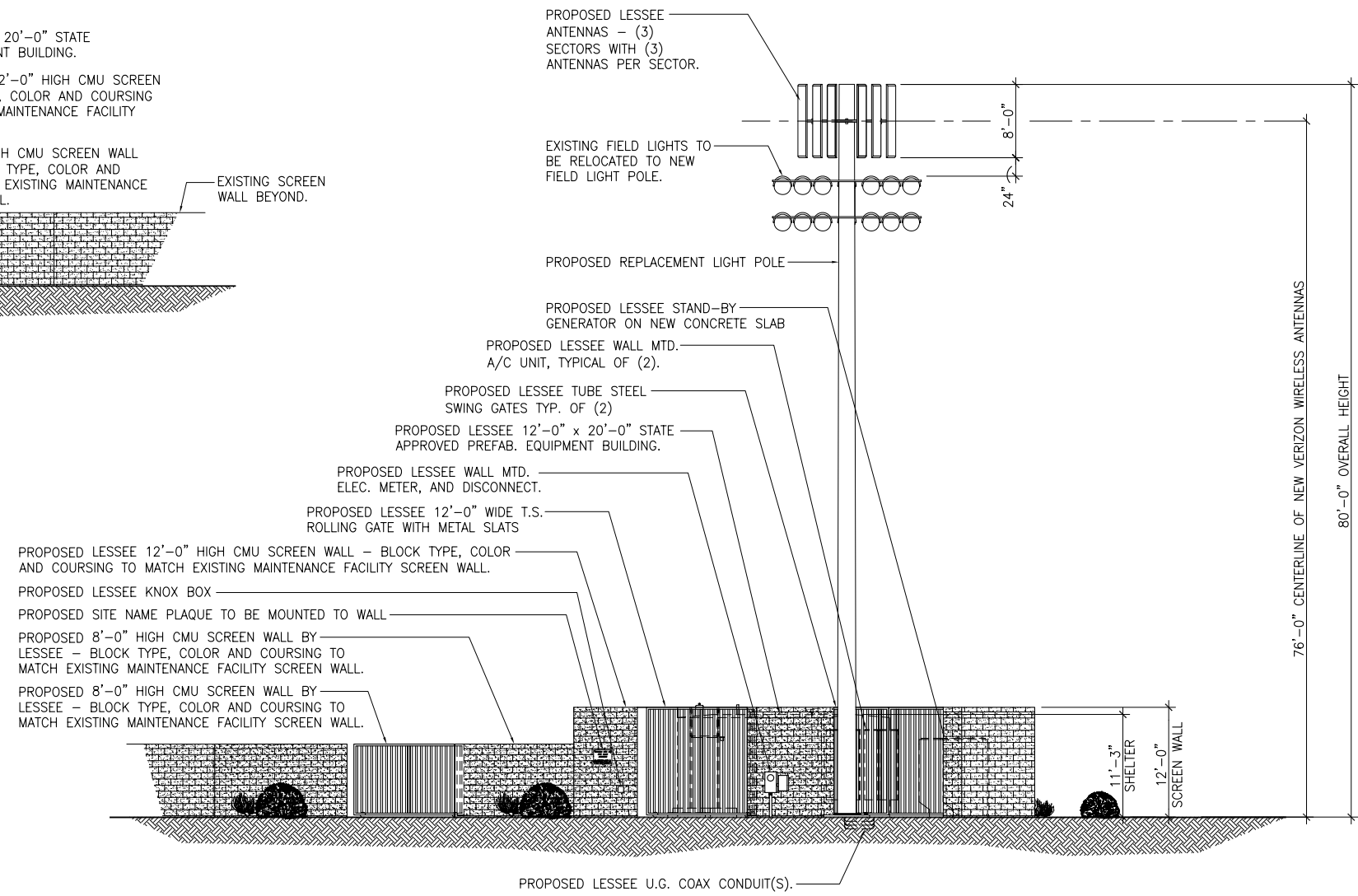
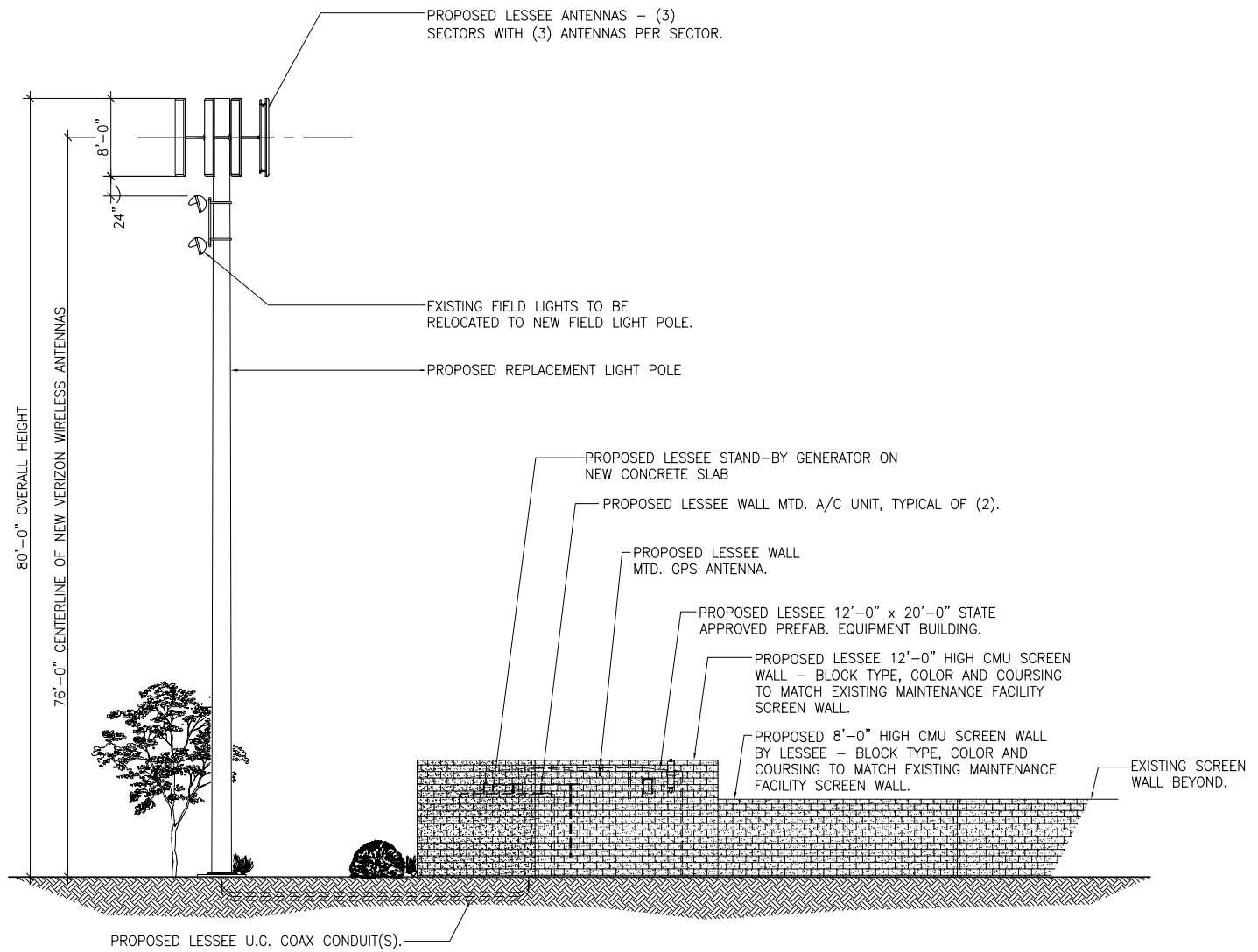
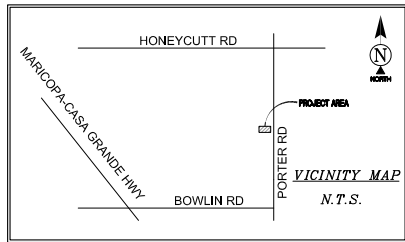


Exhibit "C"

(Survey)

[See Attached – If Applicable]



LESSOR'S LEGAL DESCRIPTION

LOT 1 OF THAT CERTAIN MINOR LAND DIVISION RECORDED IN BOOK 22 OF SURVEYS, PAGE 191, IN THE OFFICIAL RECORDS OF PINAL COUNTY, ARIZONA, ALSO KNOWN AS:

THAT PORTION OF THE EAST HALF OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 3 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHEAST CORNER OF SECTION 26; THENCE NORTH 00°06'17" EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 1,924.96 FEET; THENCE NORTH 89°53'43" WEST, A DISTANCE OF 165.61 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF PORTER ROAD AND THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 89°36'00" EAST, A DISTANCE OF 7,055.00 FEET; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY 311.58 FEET ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THE EAST, THROUGH A CENTRAL ANGLE OF 02°31'50" TO A POINT, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 89°06'28" WEST, A DISTANCE OF 572.62 FEET; THENCE SOUTH 00°50'43" EAST, A DISTANCE OF 482.52 FEET TO THE NORTHERLY RIGHT-OF-WAY OF ADAMS WAY AND THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 16°22'07" WEST A DISTANCE OF 470.00 FEET; THENCE WESTERLY ALONG SAID RIGHT-OF-WAY 127.34 FEET ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THE NORTH, THROUGH A CENTRAL ANGLE OF 15°31'24" SECONDS; THENCE NORTH 00°50'43" WEST, A DISTANCE OF 858.63 FEET; THENCE NORTH 34°52'55" EAST, A DISTANCE OF 217.78 FEET; THENCE NORTH 89°16'29" EAST, A DISTANCE OF 619.40 FEET TO THE WESTERLY RIGHT-OF-WAY OF PORTER ROAD AND THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS SOUTH 83°30'51" EAST, A DISTANCE OF 7,055.00 FEET; THENCE SOUTHERLY 536.29 FEET ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THE EAST, THROUGH A CENTRAL ANGLE OF 04°21'19" TO THE POINT OF BEGINNING.

PROPOSED LESSEE LEASE AREA LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED WITHIN THE EAST HALF OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 3 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 26 FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 26 BEARS NORTH 00°04'44" EAST A DISTANCE OF 2681.78 FEET; THENCE NORTH 00°04'44" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, 27.66 FEET; THENCE NORTH 90°00'00" WEST, 726.75 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°59'50" WEST, 24.29 FEET; THENCE SOUTH 05°33'11" WEST, 20.69 FEET; THENCE SOUTH 88°21'30" WEST, 2.83 FEET; THENCE NORTH 55°07'05" WEST, 32.19 FEET; THENCE NORTH 34°52'55" EAST, 38.33 FEET; THENCE SOUTH 54°59'07" EAST, 19.49 FEET; THENCE NORTH 90°00'00" EAST, 17.64 FEET; THENCE SOUTH 00°00'00" EAST, 18.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,371 SQUARE FEET ±

PROPOSED LESSEE UTILITY EASEMENT LEGAL DESCRIPTION

A 5.00' WIDE OF LAND SITUATED WITHIN THE EAST HALF OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 3 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, LYING 2.50 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 26 FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 26 BEARS NORTH 00°04'44" EAST A DISTANCE OF 2681.78 FEET; THENCE NORTH 00°04'44" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, 27.66 FEET; THENCE NORTH 90°00'00" WEST, 726.75 FEET; THENCE SOUTH 89°59'50" WEST, 9.73 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 05°33'09" WEST, 22.65 FEET; THENCE SOUTH 09°53'21" WEST, 43.89 FEET; THENCE SOUTH 03°26'54" EAST, 28.98 FEET; THENCE 07°38'14" WEST, 28.90 FEET; THENCE SOUTH 16°48'08" WEST, 81.57 FEET; THENCE SOUTH 01°54'50" EAST, 30.21 FEET; THENCE NORTH 63°19'08" WEST, 69.85 FEET TO THE POINT OF TERMINUS.

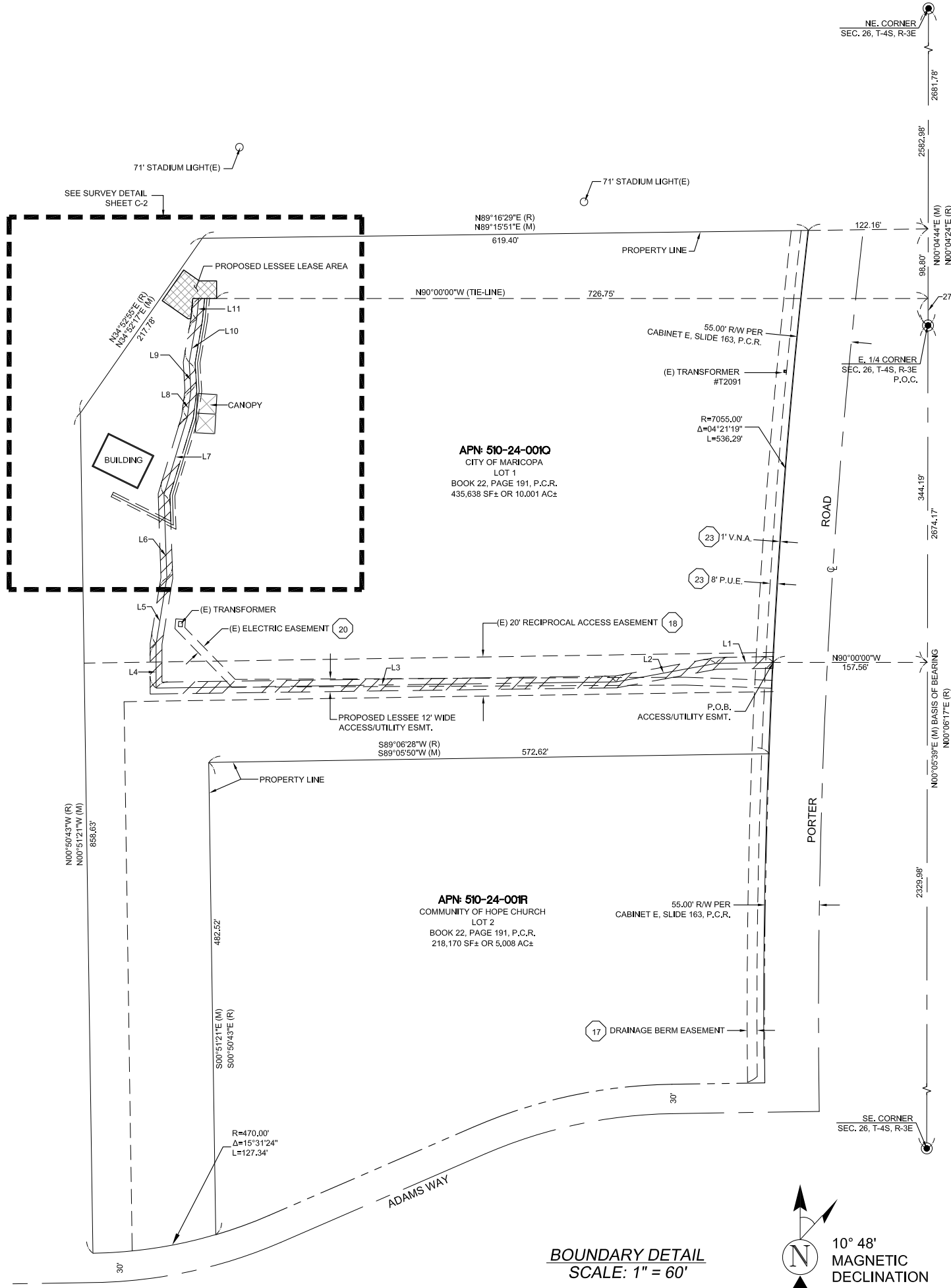
CONTAINS 1,530 SQUARE FEET ±

PROPOSED LESSEE ACCESS/UTILITY EASEMENT LEGAL DESCRIPTION

A 12.00' WIDE STRIP OF LAND SITUATED WITHIN THE EAST HALF OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 3 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, LYING 6.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 26 FROM WHICH POINT THE SOUTHEAST CORNER OF SAID SECTION 26 BEARS SOUTH 00°05'39" WEST A DISTANCE OF 2674.17 FEET; THENCE SOUTH 00°05'39" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26, 344.19 FEET; THENCE NORTH 90°00'00" WEST, 157.56 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°58'03" WEST, 58.61 FEET; THENCE SOUTH 79°30'07" WEST, 103.56 FEET; THENCE SOUTH 89°13'55" WEST, 470.01 FEET; THENCE NORTH 00°00'00" EAST, 45.09 FEET; THENCE NORTH 09°15'38" EAST, 68.29 FEET; THENCE NORTH 01°54'50" WEST, 85.31 FEET; THENCE NORTH 16°48'06" EAST, 82.29 FEET; THENCE NORTH 07°38'16" EAST, 27.39 FEET; THENCE NORTH 03°26'54" WEST, 29.15 FEET; THENCE NORTH 09°53'21" EAST, 44.56 FEET; THENCE NORTH 05°33'09" EAST, 21.50 FEET TO THE POINT OF TERMINUS.

CONTAINS 12,429 SQUARE FEET ±



BOUNDARY DETAIL
SCALE: 1" = 60'



SCHEDULE B EXCEPTIONS

- 13) NOTICE BY MARICOPA-STANFIELD IRRIGATION & DRAINAGE DISTRICT, AN IRRIGATION DISTRICT ORGANIZED UNDER THE LAWS OF THE STATE OF ARIZONA, DATED 6/5/1989 RECORDED 6/6/1989 IN BOOK 1609 PAGE 685 IN INSTRUMENT NO 947129. NOTES: NOTICE REGARDING LANDS INCLUDED WITHIN MARICOPA-STANFIELD IRRIGATION & DRAINAGE DISTRICT (BLANKET)
- 17) AGREEMENT BY ELEMENT H - HVS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY TO HOMESTEAD VILLAGE SOUTH, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, DATED 11/4/2004 RECORDED 11/4/2004 IN INSTRUMENT NO 22004-089719. NOTES: DRAINAGE AGREEMENT (REFERENCED)
- 18) EASEMENT BY COMMUNITY OF HOPE CHURCH, AN ARIZONA NON-PROFIT CORPORATION TO CITY OF MARICOPA, DATED 4/4/2008 RECORDED 4/8/2008 IN INSTRUMENT NO 2008-032837. NOTES: REVISED RECIPROCAL ACCESS, MAINTENANCE AND EASEMENT AGREEMENT (REFERENCED)
- 19) AGREEMENT BY CITY OF MARICOPA, AN ARIZONA MUNICIPAL CORPORATION TO COMMUNITY OF HOPE CHURCH, AN ARIZONA 501(C)(3) NON PROFIT ORGANIZATION, DATED 4/4/2008 RECORDED 4/25/2008 IN INSTRUMENT NO :2008-038769. NOTES: REVISED AGREEMENT FOR PARKING LICENSE (BLANKET)
- 20) EASEMENT BY CITY OF MARICOPA, AN ARIZONA MUNICIPAL CORPORATION TO ELECTRICAL DISTRICT NO. 3 (ED3), DATED 7/21/2009 RECORDED 7/28/2009 IN INSTRUMENT NO :2009-076713. NOTES: EASEMENT FOR ELECTRIC LINE (REFERENCED)
- 21) AGREEMENT BY GLENNWILDE HOMEOWNERS1 ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION AND THE CITY OF MARICOPA, A MUNICIPAL CORPORATION, DATED 6/21/2011 RECORDED 8/9/2011 IN INSTRUMENT NO :2011-065762. NOTES: SECOND AMENDED AND RESTATED JOINT USE AGREEMENT (GLENNWILDE - PARK) (BLANKET)
- 23) MAP - MINOR LAND DIVISION "COMMUNITY OF HOPE CHURCH" RECORDED 4/8/2008 IN BOOK 22 PAGE 191 IN INSTRUMENT NO. 2008-032835. (REFERENCED)

SURVEYOR'S NOTES

1. ALL TITLE INFORMATION IS BASED UPON A COMMITMENT FOR TITLE INSURANCE PREPARED BY US TITLE SOLUTIONS, ORDER NO.: 39115-AZ1202-5030 EFFECTIVE DATE: 04/2/2012.
2. SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE.
3. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.
4. SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

PROJECT META DATA

1. ELEVATIONS SHOWN HEREON ARE REPRESENTED IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) ESTABLISHED FROM GPS DERIVED ELLIPSOID HEIGHTS, APPLYING GEOID 09 SEPARATIONS CONSTRAINING TO NGS CORS STATIONS PROVIDED IN THE "ONLINE POSITIONING USER SERVICE" (OPUS) SOLUTION FOR THIS SPECIFIC SITE.
2. BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM ARIZONA STATE PLANE COORDINATE ZONE CENTRAL, DETERMINED BY GPS OBSERVATIONS.
3. FIELD WORK FOR THIS PROJECT WAS PERFORMED ON 02/01/11.

POSITION OF GEODETIC COORDINATES

LATITUDE 33° 03' 04.247" NORTH (NAD83)
 LONGITUDE 112° 00' 57.199" WEST (NAD83)
 ELEVATION @ GROUND= 1184.8' (NAVD88)



THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

FIELD BY:	NGS
DRAWN BY:	MJG
CHECKED BY:	RLF

SUBMITTALS		
NO.	DATE	DESCRIPTION
1	04/06/12	FINAL SUBMITTAL



PROJECT No.
0801001

SITE NAME:
AZ5 GLENNWILDE GROVES

SITE NUMBER:

SITE ADDRESS:
**18800 N. PORTER ROAD
MARICOPA, AZ 85239**

SHEET TITLE:
TOPOGRAPHIC SURVEY

SHEET NO.	REVISION:
C-1	



THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

FIELD BY:	NGS
DRAWN BY:	MJG
CHECKED BY:	RLF

SUBMITTALS		
NO.	DATE	DESCRIPTION
1	04/06/12	FINAL SUBMITTAL



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PROJECT No.
0801001

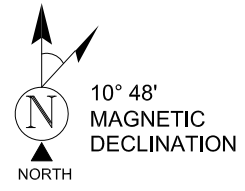
SITE NAME:
AZ5 GLENNWILDE GROVES

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MARICOPA, AZ 85239**

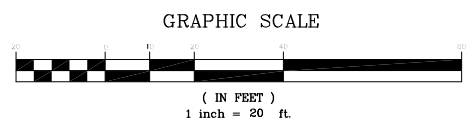
SHEET TITLE:
TOPOGRAPHIC SURVEY

SHEET NO.	REVISION:
C-2	



LEGEND

NG	NATURAL GRADE	CLF	CHAIN LINK FENCE
BLDG	TOP OF BUILDING	⊗	WATER CONTROL VALVE
FC	FACE OF CURB	⊕	FIRE HYDRANT
R/W	RIGHT OF WAY	—●—	GUY WIRE
AP	ASPHALT	⊙	FOUND AS NOTED
D/W	ACCESS DRIVEWAY	⊙	POWER POLE
TOP	TOP OF SLOPE	⊙	LIGHT POLE
TOE	TOE OF SLOPE	⊙	ELECTRICAL TRANSFORMER
W/F	WROUGHT IRON FENCE	⊙	AIR CONDITIONING UNIT
SW	SIDEWALK	⊙	TELEPHONE PEDESTAL
TP	TOP OF PARAPET	⊙	TELEPHONE VAULT
TW	TOP OF WALL	⊙	TELEPHONE MANHOLE
⊕	BENCHMARK	⊙	GAS VALVE
⊕	OR POSITION OF	⊙	GAS METER
⊕	GEODETIC COORDINATES	⊙	
⊕	SPOT ELEVATION	---	PROPERTY LINE
⊕	DISH ANTENNA	---	PROPERTY LINE (OTHER)
		---	CENTERLINE
		---	EASEMENT LINE
		---	LEASE LINE
		---	CHAIN LINK FENCE



**EXHIBIT “D”
BILL OF SALE**

This Bill of Sale (the "Bill of Sale") is made as of the ____ day of _____, 20__ (the "Effective Date"), by VERIZON WIRELESS (VAW) LLC, a Delaware limited liability company, d/b/a Verizon Wireless ("Verizon Wireless"), in favor of the City of Maricopa, a municipal corporation ("City").

WHEREAS, pursuant to that certain OPTION AND LAND LEASE AGREEMENT between City and Verizon Wireless dated _____ (the “Agreement”), Verizon Wireless has: (i) constructed an eighty-foot (80') light pole (the "Pole") upon the property described in Exhibit A attached hereto and incorporated herein by this reference (the "Property") in accordance with certain site plans approved by the City, which Pole has various cellular panel antennas owned by Verizon Wireless attached thereupon (the "Antennas"); and (ii) constructed a security fence consisting of cement block construction approved by LESSOR in the height and material as described and depicted in Exhibit “B” attached hereto and incorporated herein (the “CMU Wall”); and

WHEREAS, Verizon Wireless wishes to transfer the Pole and CMU Wall to the City in accordance with the terms and conditions of this Bill of Sale.

For good and valuable consideration received by City, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby:

1. Verizon Wireless hereby sells, assigns, transfers, conveys and delivers to City all of Verizon Wireless' right, title and interest in and to the Pole (excluding the Antennas) and the CMU Wall.

2. Verizon Wireless hereby represents and warrants to the best of Verizon Wireless' knowledge as follows:

(a) Verizon Wireless owns and has merchantable title to the Pole and CMU Wall free and clear of all any and all liens, encumbrances and rights of third parties; and

(b) The Pole and CMU Wall both comply with all applicable laws, and was constructed substantially in accordance with the plans and specifications approved by City.

3. Except as set forth in the immediately preceding paragraph, the Pole and CMU Wall are both being transferred hereunder "as is" without any representations or warranties of any kind, express or implied, including warranties of merchantability or fitness for a particular purpose.

[Signatures to appear on following page]

IN WITNESS WHEREOF, Verizon Wireless has executed this Bill of Sale as of the day and year first written above.

Verizon Wireless (VAW) LLC,
a Delaware limited liability company,
d/b/a Verizon Wireless

By: _____

Name: Walter L. Jones, Jr.

Its: Area Vice President Network

Date: _____

Exhibit A

Lot 1 of that certain Minor Land Division, according to the survey recorded in the office of the County Recorder of Pinal County, Arizona in Book 22 of Surveys, Page 191 and being a portion of the East half of the East half of Section 26, Township 4 South, Range 3 East of the Gila and Salt River Meridian, Pinal County, Arizona, also known as:

THAT PORTION OF EAST HALF OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 3 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 26;

THENCE NORTH 00 DEGREES 06 MINUTES 17 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 1,924.96 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 43 SECONDS WEST, A DISTANCE OF 165.61 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF PORTER ROAD AND THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 89 DEGREES 36 MINUTES 00 SECONDS EAST, A DISTANCE OF 7,055.00 FEET;

THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY 311.58 FEET ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THE EAST, THROUGH A CENTRAL ANGLE OF 02 DEGREES 31 MINUTES 50 SECONDS TO A POINT, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 06 MINUTES 28 SECONDS WEST, A DISTANCE OF 572.62 FEET;

THENCE SOUTH 00 DEGREES 50 MINUTES 43 SECONDS EAST, A DISTANCE OF 482.52 FEET TO THE NORTHERLY RIGHT-OF-WAY OF ADAMS WAY AND THE BEGINNING OF A

NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 16 DEGREES 22 MINUTES 07 SECONDS WEST A DISTANCE OF 470.00 FEET;

THENCE WESTERLY ALONG SAID RIGHT-OF-WAY 127.34 FEET ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THE NORTH, THROUGH A CENTRAL ANGLE OF 15 DEGREES 31 MINUTES 24 SECONDS;

THENCE NORTH 00 DEGREES 50 MINUTES 43 SECONDS WEST, A DISTANCE OF 858.63 FEET;

THENCE NORTH 34 DEGREES 52 MINUTES 55 SECONDS EAST, A DISTANCE OF 217.78 FEET;

THENCE NORTH 89 DEGREES 16 MINUTES 29 SECONDS EAST, A DISTANCE OF 619.40 FEET TO THE WESTERLY RIGHT-OF-WAY OF PORTER ROAD AND THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS SOUTH 83 DEGREES 30 MINUTES 51 SECONDS EAST, A DISTANCE OF 7,055.00 FEET;

THENCE SOUTHERLY 536.29 FEET ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THE EAST, THROUGH A CENTRAL ANGLE OF 04 DEGREES 21 MINUTES 19 SECONDS TO THE POINT OF BEGINNING.

EXHIBIT B

