

**NOTICE OF PUBLIC MEETING
PARKS AND RECREATION BOARD
MEETING**

Pursuant to A.R.S. Section 38-431.02, notice is hereby given to the members of the **PARKS AND RECREATION BOARD**, and to the general public, that the **PARKS AND RECREATION BOARD** will hold a meeting open to the public on **Thursday, June 26, 2025, at 5:00 p.m.**

The Board may vote to convene an executive session on any item that is listed on this agenda for discussion or consultation with legal counsel to obtain legal advice in accordance with A.R.S. §38-431.03(A)(3).

OPTIONS TO ACCESS THIS MEETING

Watch meeting in-person at City Council Chambers, 200 W. Jefferson St., Phoenix, Arizona, 85003

Call-in to listen to the live meeting. Dial 602-666-0783. Enter the meeting access code **233 224 50847** then enter in the Webinar password PksMtg! when prompted (7576841 from phones).

Observe - [June 26, 2025 - Webex Link](#)

REQUEST TO SPEAK

Each agenda item requires a separate sign-up form. If you wish to speak on multiple items, please submit a form for each one. Thank you for your understanding.

In-Person Requests to speak at a meeting:

Register in person at the front desk located at the City Council Chambers, 200 W. Jefferson St., Phoenix, Arizona, 85003.

Individuals may arrive up to 1 hour prior to the start of the meeting to submit an in-person request to speak. Requests to speak on individual items will not be accepted after the meeting has been called to order.

Virtual Requests to speak at a meeting:

This process is exclusively for virtual speakers and does not apply to in-person attendees requesting to speak.

To speak virtually via Webex, please use this link:

[June 26, 2025 Request to Speak](#)

- Virtual speakers must register by: **June 25, 2025**

If you have any issues with the form or if you wish to submit a comment to the board, contact **Laura Borson** at: laura.borson@phoenix.gov or 602-495-5215.

A complete packet of meeting materials will be posted 48 hours prior to the meeting at <https://www.phoenix.gov/parks>.

The agenda for the meeting is as follows:

1.	CALL TO ORDER	Kelly Dalton, Chair
2.	INFORMATION ONLY: Information items will be provided to the Board in writing and are not intended for formal presentation unless otherwise requested by a Board member or required for future policy consideration.	
	a. Parks Master Plan Update	Felicita Mendoza
3.	CONSENT ITEM(S): Consent items will be provided to the Board in writing and are not intended for formal presentation . Consent items may be voted on collectively, unless a Board member requests that any item be voted on separately. The chairperson may direct staff to formally present any consent item. These items are for possible action.	
	a. Parks Board Summary Minutes – May 22, 2025	Laura Borson
	b. Event and Vending Request at Civic Space Park	Alonso Avitia
	c. Authorization to Enter a Golf Instruction Services Contract	Theresa Faull
	d. Request to Approve an Agreement for the Maintenance of Property on Seventh and Montecito Avenues known as "The Lyceum"	Theresa Faull
	e. South Mountain Communication Towers – Approval of X Network LLC Sub-License on Pinnacle Towers LLC License DBA Crown Castle	Theresa Faull
	f. Approval for Arizona State University/KAET Tower Project	Theresa Faull
4.	INFORMATION AND DISCUSSION ITEMS(S): Information and discussion items will be presented verbally to the Parks Board and are for discussion only. No action will take place on these items at this meeting.	
	a. Interdepartmental Trails Heat Safety Partnership	Jarod Rogers
	b. Parks Department Capital Improvement Program Update	Todd Shackelford
5.	CALL TO THE PUBLIC: Citizens are provided time to make statements to the Board. <i>(Those desiring to make a statement should have informed staff in advance of the meeting by following the instructions on this notice.)</i> We welcome citizen input; however, items brought to the Board's attention cannot be discussed unless they are listed as an agenda item. Action taken as a result of public comment will be limited to requesting staff to study the matter or rescheduling the matter for further consideration and/or decision at a later date.	
6.	BOARD CHAIRPERSON'S REPORT – The Chairperson will verbally present comments or requests to the Board without Board discussion.	Kelly Dalton, Chair
7.	BOARD COMMENTS/REQUESTS – The Chairperson will entertain Board member comments or requests without Board discussion.	Kelly Dalton, Chair
8.	DIRECTOR'S BRIEFING – Briefing items will be verbally presented to the Board by the Director or designee without Board discussion.	Cynthia Aguilar, Director
9.	ADJOURNMENT	Kelly Dalton, Chair

For further information or to request a reasonable accommodation, please contact:
Laura Borson At: laura.borson@phoenix.gov or 602-495-5215 or TTY: 7-1-1.
 June 26, 2025.



To: Parks and Recreation Board

Date: June 26, 2025

From: Cynthia Aguilar, Director

Subject: PARKS MASTER PLAN UPDATE

This report provides the Parks and Recreation Board (Board) with an update on the Parks Master Plan project.

BACKGROUND

The Parks and Recreation Department is currently developing a comprehensive Parks Master Plan that will serve as a strategic guide for the future of the parks system. This plan aims to support thoughtful development in both existing and undeveloped parks, enhance recreational facilities, and assess opportunities for new amenities and programming. The Master Plan will incorporate water conservation strategies, crime prevention practices with an emphasis in equity and inclusivity across all parks citywide. The Parks Master Plan objective is to align the department's goals with the evolving needs, preferences, and expectations of the diverse community it serves. The last comprehensive Parks Master Plan was developed in 1988.

DISCUSSION

Since the Master Plan process officially launched in September 2024, the Department has actively engaged the community and shared information about the planning process, focus areas and opportunities for public input. Using Social Pinpoint, an online engagement tool, residents were invited to provide feedback on park conditions, amenities, programming and future needs. To date, the Department has received more than 3,000 comments and collected over 5,000 survey responses from residents across 72 zip codes, helping inform priorities and guide the development of the Master Plan.

To broaden engagement, staff have participated in approximately 100 community meetings and events. Examples include attending the annual Laveen Barbeque, Melrose Street Fair and Cinco de Mayo Festival, the Perry Park and Falcon Park grand re-opening celebrations, People's Earth Day event at El Prado Park, Grand Canalscape Celebration, Kuban Park neighborhood celebration, Maryvale Mercado and Si Se Puede community meeting. During these events staff provide information about the Master Plan and inform residents how they can participate. Residents also have the opportunity to provide instant feedback on site by participating in voting dot boards to

identify their park priorities. Voting Dot Boards have also been displayed and made available for resident engagement at parks and recreation community centers. Surveys were also collected at libraries and are currently being collected at senior centers. To reach a wider audience, the Department invested in targeted media advertising through social media, Prensa Hispana and The Arizona Informant, engaging both English and Spanish-speaking residents. Information about the Master Plan is also being promoted by Phoenix City Council Offices and other community groups and stakeholders.

In addition, internal stakeholder discussions with representatives from City departments, were held April-June 2025 to ensure the Master Plan aligns with broader City initiatives and supports interdepartmental collaboration. Examples of other city initiatives and plans include the Tree and Shade Master Plan, General Plan, Transit Oriented Communities Plan and the Heat Response Plan.

The consultant team is finalizing several key assessments, including the park inventory, facility condition evaluations, Crime Prevention Through Environmental Design (CPTED) assessments and water conservation strategies focused on non-functional spaces and irrigation improvements.

In the months ahead, the Department will continue gathering input through summer camps and aquatics programs by engaging youth and parents. In the fall of 2025, the Department will host broader community meetings and focus groups with stakeholders. A schedule of community meetings will be available by the end of August.

The Parks Master Plan will provide a strategic framework to guide future investment and resource allocation. It is intended to reflect the evolving needs of the City's diverse communities, promote environmental stewardship, enhance quality of life and ensure equitable access to parks and amenities for all residents. The Department will return with a presentation to the Board in fall 2025.

RECOMMENDATION

This report is for information only.

Prepared by: Felicita Mendoza, Special Projects Administrator
Approved by: Martin Whitfield Assistant Director

**CITY OF PHOENIX
PARKS AND RECREATION BOARD
SUMMARY MINUTES
May 22, 2025**

Virtual meeting hosted on Webex.

<u>Board Members Present</u> Tony Moya-Virtual Sarah Porter - Virtual Emma Viera Ed Zuercher Dorina Bustamante <u>Board Members Absent</u> Kelly Dalton Aubrey Barnwell	<u>Staff Present</u> Cynthia Aguilar Martin Whitfield Brandie I. Barrett Jarod Rogers Dustin Cammack Tannia Ruiz Jana Benson Cynthia Peiz Laura Borson Ray Ficcaglia	<u>Community Members</u> Julia Taggart – Virtual Brielle Carter - Virtual Karen De La Vina Charles Darr Scott Macpherson Laura Martin Juli Lussier Trent Martin Jess Dobbs Jerry Van Gasse Daniel Hyatt Tim Sierakowski
---	---	--

1. CALL TO ORDER

Acting Chairperson Moya called the meeting to order at 5:03 p.m. with Board members, Viera, Zuercher, Porter and Bustamante in attendance.

2. CONSENT ITEMS

No formal presentation on these items. Consent and request for approval only.

2a. Parks and Recreation Board Summary Minutes – April 24, 2025

2b. Event and Vending Requests in City Parks

2c. Impact Melanoma Free Sunscreen Update

Julia Taggart asked when sunscreen dispensers would be installed at the North Mountain and South Mountain Visitor Centers. She also asked if the planned sun safety classes had already been held. She thanked Impact Melanoma and Biocastle Science for their partnership.

Director Cynthia Aguilar informed the Board that the Department continues to experience vandalism of sunscreen dispensers at splash pad locations. As outlined in the report, the dispensers will be relocated to the Visitor Centers, where staff can better monitor them. She also stated that the Department can work with Impact Melanoma to explore offering heat safety classes, although this is not included in the current agreement.

Board Member Bustamante asked for confirmation that the program is continuing under the existing agreement and that vandalism issues are being addressed.

Director Aguilar confirmed this is correct.

2d. Approval for Verizon Wireless Cell site License Renewal

Board Member Bustamante made a motion to approve consent items 2a through 2d. Board Member Viera seconded the motion. The motion passed unanimously, 5-0.

3. INFORMATION AND DISCUSSION ITEMS

3a. Parks Safety Update

Director Aguilar opened the Parks Safety item and spoke about the robust City of Phoenix Parks System. She then welcomed Assistant Director Martin Whitfield and Deputy Director Jarod Rogers to present the item.

Deputy Director Rogers began by providing an overview of Park Ranger operations. He explained that Park Rangers are divided into two classifications which are the Urban Park Rangers and Preserve Park Rangers. Both groups enforce the Department's Code of Conduct and address violations such as vandalism, after-hours park use, illegal drug activity, unattended belongings and misuse of shopping carts. Currently, 44 Urban Park Rangers patrol 188 city parks. Third-shift Park Rangers were added in September 2023 to provide 24-hour coverage seven days a week. Park Rangers also collaborate with the Phoenix Police Department and other City departments to enhance park safety and share data through a coordinated system.

Assistant Director Whitfield presented the Department's ongoing efforts to enhance park safety. He highlighted the overnight security program launched in February 2023 at 12 high-priority parks, where the contracted security vendor conducts daily patrols. He reported that the American Rescue Plan Act (ARPA)-funded Neighborhood Park Activation Grant Program has activated 39 parks with more than 200 events and programs since January 2024. He noted that mobile security cameras were installed at Cortez, La Pradera, Cesar Chavez and Perry parks to provide 24-hour video coverage. Additionally, he spoke about work underway as part of the Parks Master Plan process with 29 parks undergoing evaluations using Crime Prevention Through Environmental Design (CPTED) strategies focused on lighting, visibility, pathways, landscaping and increased community use.

Assistant Director Whitfield concluded by stating that the Department remains committed to proactive safety measures, community engagement and innovative solutions to ensure Phoenix parks are safe and welcoming for all.

Acting Chairperson Moya opened the floor for board member questions.

Board Member Viera asked for a list of examples of Code of Conduct violations for which tickets are issued.

Deputy Director Rogers explained that many of the citations issued involve offenses such as dogs off-leash and loitering in the park after hours.

Board Member Viera asked what actions are taken in response to these situations. She inquired whether individuals are referred to social services or connected with other departments.

Deputy Director Rogers explained that the Department partners with the Office of Homeless Solutions to offer services to individuals in need. He added that Park Rangers build relationships with park users to help connect them with available resources if needed.

Board Member Viera further asked if Deputy Director Rogers could provide a list of examples of the types of calls typically received through the Code of Conduct answering service.

Deputy Director Rogers answered that calls frequently report large groups with tents in a park and dogs off-leash.

Board Member Viera asked whether Park Rangers are trained and equipped with Naloxone and what protections are in place for both the Park Rangers and the community.

Director Aguilar replied that the City of Phoenix has a citywide policy allowing employees to carry Naloxone on a voluntary basis. While it is not required, many Park Rangers choose to carry Naloxone and are trained in its use.

Board Member Zuercher asked about the current situation at Civic Space Park, noting ongoing challenges at the location. He mentioned observing some issues firsthand and inquired if an additional Park Ranger has been assigned to the park.

Director Aguilar explained that through a partnership between Downtown Phoenix Inc., the ASU Downtown campus and the City of Phoenix, two dedicated Park Rangers are assigned to Civic Space Park. Each partner funds one-third of the cost. In addition, through a separate partnership with ASU, the park also benefits from security services.

Acting Chairperson Moya asked if there is a way to track repeat offenders when individuals are trespassed or cited, and what actions are taken in those cases.

Director Aguilar explained that the Department tracks incidents in a database accessible to the Phoenix Police Department. Collaboration has increased over the past year to support incident responses. Repeat offenders face escalating trespass durations from city parks.

Acting Chairperson Moya noted that incidents are small compared to overall community interactions but emphasized the importance of monitoring these incidents for potential spikes as data is collected.

Board Member Bustamante stressed that the goal is to inform trespassers and offer services, not make arrests. She asked if the Department could track how often individuals are cited, connected to services or incarcerated overnight.

Director Aguilar stated that most Park Ranger contacts focus on education, with serious actions taken only in a small percentage of cases. Felony offenses result in immediate trespass. Additionally, the Code of Conduct includes an appeal process.

Board Member Bustamante supported the park safety program and was pleased that trespassers are offered services or the option to leave voluntarily rather than being automatically arrested.

Director Aguilar added that the Office of Homeless Solutions has dedicated liaisons assigned to geographic areas. These liaisons work proactively in parks both independently and in response to calls from the Parks Department when individuals in need of services are identified.

Board Member Bustamante stated that she believes this approach helps build strong relationships with the community and thanked staff for their work.

Acting Chairperson Moya stated that when the Code of Conduct was originally approved, the focus was on preventing negative interactions and ensuring people can enjoy the parks. He noted that it appears to be working as intended and thanked staff for their efforts.

Board Member Porter agreed with the comments and emphasized connecting individuals with services. She noted that community members have expressed concerns about parks being used in ways that discourage others from visiting. She acknowledged the challenge of balancing services with maintaining parks for recreation, nature and community use.

Acting Chairperson Moya thanked staff for a great presentation.

3b. Adaptive Recreation Update

Director Aguilar began the presentation by emphasizing the Department's commitment to adaptive recreation and to ensuring all residents have access to quality facilities and programs.

Assistant Director Whitfield shared that the Department's adaptive recreation program provides inclusive opportunities through partnerships with several organizations, including The Arizona Department of Economic Security, Ability360, ARCH, the H.E.A.R.T. Center, Special Olympics, and Diamond Dogz of Arizona. The program offers adaptive sports, enrichment activities and special events designed to promote life skills. Additionally, he noted that two Adaptive Recreation Coordinators oversee the program to ensure quality and compliance.

Assistant Director Brandie Barrett reported that the Department offers adaptive programs

including open gym access, adaptive sports, inclusive pickleball and adaptive cheerleading. She stated that the Department also hosts holiday events for individuals with mobility and visual challenges. Additional offerings include inclusive aquatics, arts and outdoor experiences through partnerships with Ability360 at Telephone Pioneer Park and the H.E.A.R.T. Center at Camp Colley.

Assistant Director Whitfield reported that, in addition to programming, the Department continues to invest in facility improvements to enhance accessibility. Many parks were built before the 1990 Americans with Disabilities Act (ADA), and the Department now allocates funding annually for citywide ADA upgrades. Recent improvements include a sensory room at Cesar Chavez Community Center and an ADA-compliant playground at Encanto Park developed in partnership with the Kiwanis Club of Phoenix. These efforts demonstrate the Department's ongoing commitment to providing inclusive recreational spaces and experiences for individuals of all abilities.

Acting Chairperson Moya opened the floor for the public.

Brielle Carter introduced herself as the Senior Manager of the Ability360 Sports & Fitness Center and spoke about recent and planned adaptive recreation projects at Telephone Pioneer Park. She also mentioned that the park also hosts international wheelchair tennis and adaptive golf events. She thanked the City for its partnership and expressed a goal of making Telephone Pioneer Park a leading destination for adaptive recreation.

Acting Chairperson Moya thanked Ms. Carter and invited comments or questions from the Board.

Board Member Zuercher thanked staff for the uplifting presentation.

Board Member Bustamante expressed excitement that through the partnership with Ability360, the pool at Telephone Pioneer Park will be open.

Acting Chairperson Moya thanked staff for offering a diverse range of activities and a robust program and commended them for their hard work.

4. CALL TO THE PUBLIC

Julia Taggart requested an update on North Mountain Park renovations, including parking upgrades, heat safety signage, exhibit funding and the potential installation of a chilled water bottle filling station at the North Mountain Visitor Center.

Karen De La Viña expressed support for including skate features in the Parks Master Plan. She noted that skateboarding provides an affordable way for children to build confidence.

Charles Darr stated that he supports the Parks Master Plan and noted that skateparks are often located on the outskirts of the city and are difficult to access. He suggested adding small skate features to neighborhood parks to improve accessibility.

Scott Macpherson supports the Parks Master Plan and proposed turning underused turf and stormwater areas into low-maintenance, accessible skate spaces.

Laura Martin thanked the Parks Board for their work and expressed her interest seeing more skate parks throughout the city.

Juli Lussier stated that skateboarding is growing in popularity in Phoenix. She supported adding small skate spots to promote health and bring new activities to underused park spaces.

Trent Martin supported adding small skate features in neighborhood parks to improve access for youth in the urban core.

Jess Dobbs stated that she is concerned about the destruction of the Piestewa Peak Nature Trail. She also noted that the South Mountain Activity Complex is still incomplete and that the promised remodel at North Mountain Park has not moved beyond the planning stage.

Jerry Van Gasse criticized the lack of public notice regarding the Piestewa Peak Trail project. He stated that the project wastes funding and creates visual blight on the preserve.

Daniel Hyatt stated that he supports the Parks Master Plan. He suggested adding skate features to parks that accommodate different skill levels and promote accessibility.

Tim Sierakowski states that the bridge project at Piestewa Peak harms the preserve and is an eyesore. He suggested that the funding for this project be used to repair the restrooms.

5. CHAIRPERSON'S REPORT

Acting Chairperson Moya announced the upcoming opening of the 2025 aquatics season.

6. BOARD COMMENTS/REQUEST

Board Member Bustamante stated she appreciates the public comments and information.

7. DIRECTOR'S BRIEFING

Assistant Director Whitfield highlighted two items: the successful 2024-25 PAC School Year program and a recent youth baseball clinic held in partnership with the Milwaukee Brewers and PHX Plays Maryvale.

Assistant Director Barrett presented on the Perry Park Community Fun Tour, an eight-week series that included fitness classes, movies, music, a car show and a popular skate event. The series concluded with a water day attended by over 200 people. In total staff provided 210 hours of programming for more than 1,400 participants.

Director Aguilar provided an update on the opening of pools and splash pads for the 2025 aquatics season. She also thanked Kinder Morgan for their donation to the Phoenix Parks Foundation to support parks in District 3.

8. ADJOURNMENT:

Acting Chairperson Moya adjourned the meeting at 6:23 p.m.



To: Parks and Recreation Board

Date: June 26, 2025

From: Cynthia Aguilar, Director

Subject: EVENT AND VENDING REQUEST AT CIVIC SPACE PARK

This report requests Parks and Recreation Board (Board) approval for event production, marketing, community outreach, and vending activities at Civic Space Park on September 26 and 27, 2025. It also seeks authorization for the Parks and Recreation Director to negotiate and execute the associated event agreement and related documents.

BACKGROUND

Phoenix parks are reserved throughout the year for various events. Event coordinators or community partners produce many events, with the Parks and Recreation Department sponsoring a few public events. Some events are free to the public, while others require a registration fee. Entry fees are occasionally imposed on vendors who sell food and/or products. Producers who rent city parks and facilities are required to follow all city guidelines, including obtaining all applicable permits and licenses.

Vending, a typical component of events in parks, can also consist of selling admission, food and beverages, t-shirts, or other concessions for fundraising purposes. Per Phoenix City Charter and Phoenix City Code 24-40, the board must approve commercial sales/vending in public parks. Each year, the Parks and Recreation Department brings the board an annual report requesting approval of all known requests for vending in parks; however, staff also receives requests for vending throughout the year, such as the request below and brings them to the board for approval.

DISCUSSION

Tempo, a Contemporary Dance and Music Showcase Event – Civic Space Park (September 26 and 27, 2025)

Tempo is a contemporary dance and music showcase curated by Oh Wow Company, designed to deliver an eclectic and immersive cultural experience in an open-air concert setting. The event is scheduled for September 26 and 27, 2025, at Civic Space Park from 5:00 to 10:00 p.m. each day.

The event will feature live music performances, licensed alcohol sales and a curated selection of food vendors, all within a fully fenced and ticketed environment.

Oh Wow Company is an innovative arts collective known for producing unique events that blend performance, visual art and community engagement. With a focus on activating public spaces through creative programming, the organization has earned recognition for creating memorable cultural experiences that resonate with diverse audiences.

Civic Space Park, located in the heart of Downtown Phoenix, provides an ideal setting for Tempo. Its striking urban design, architectural significance and accessible layout offer a powerful and inspiring backdrop. The park's centralized location supports attendance from across the City of Phoenix and helps boost the local economy by supporting vendors and artists.

By bringing together contemporary dance, live music and public art, Tempo aims to foster a shared cultural experience that honors Phoenix's artistic heritage while activating Civic Space Park as a vibrant gathering space for creativity and connection.

The event is expected to attract more than 3,000 people. As a result, a neighborhood notification process will be required. The Department had a preliminary discussion with Arizona State University, who has confirmed there will be no conflict. Additionally the organizer must notify residents, businesses, places of worship and schools within at least a 1-mile radius, or as determined by the Parks Department, regarding potential parking and noise impacts. The event organizer will be required to address concerns brought up by residents through the notification process.

As with all vending requests, event organizers must follow all City guidelines, including obtaining any required permits, insurance and licenses.

RECOMMENDATION

Staff requests Board approval for event production, marketing, community outreach, and vending activities at Civic Space Park on September 26 and 27, 2025. It also seeks authorization for the Parks and Recreation Director to negotiate and execute the associated event agreement and related documents.

Prepared by: Alonso Avitia, Deputy Director

Approved by: Martin Whitfield, Assistant Director



To: Parks and Recreation Board

Date: June 26, 2025

From: Cynthia Aguilar, Director

Subject: AUTHORIZATION TO ENTER INTO A GOLF INSTRUCTION SERVICES CONTRACT

This report requests Parks and Recreation Board (Board) authorization to enter into a contract with Reid West Golf Academies, LLC (Reid West) for a five-year term, with no options to renew, to provide ongoing youth and adult golf instruction services at all City of Phoenix-operated golf courses.

BACKGROUND

Reid West is the current provider of golf instruction services at each of the six City of Phoenix operated golf courses: Aguila 9 and 18, Cave Creek, Encanto 9 and 18 and Palo Verde. The current contract was awarded through a Request for Proposal (RFP) process and is set to expire in October 2025.

DISCUSSION

In accordance with Administrative Regulation 3.10, standard competition was waived through an approved Determination Memo due to special circumstances.

Determination Memos require approval from the Parks and Recreation Director and the Deputy City Manager. Reid West was selected through this process because they are the only group in Maricopa County with a sufficient number of qualified instructors to meet the instructional needs at all City-operated golf courses, ensuring consistent and quality services at all Phoenix golf courses.

Since 2019, Reid West has provided professional youth and adult golf instruction programs at multiple City of Phoenix golf courses. These programs have significantly enhanced the player experience and contributed to the overall success of the golf courses. Golf instruction represents a strategic investment in the long-term growth of Phoenix golf. Reid West has consistently demonstrated the ability to improve the player experience, increase rounds and revenue, and help build a strong, active golfing community.

The structure of this agreement remains the same as the current agreement, which is set to expire in October 2025. The City will collect all fees and return 90 percent to Reid West on a bi-weekly basis. The City will retain the remaining 10 percent, which is estimated to total approximately \$150,000 over the life of the contract.

Per Chapter XXIII, Section 2 of the Phoenix City Charter, the Board is the appropriate authority to contract with others to grant concessions for the use of recreational facilities.

Subject to Board approval, the new agreement will be effective on October 1, 2025.

Additionally, this item will go before the Phoenix City Council to obtain the required payment authority for this agreement.

RECOMMENDATION

Staff recommends Board authorization to enter into a contract with Reid West Golf Academies, LLC (Reid West) for a five-year term, with no options to renew, to provide ongoing youth and adult golf instruction services at all City of Phoenix-operated golf courses.

Prepared by: Theresa Faull, Deputy Director

Approved by: Brandie I. Barrett, Assistant Director



To: Parks and Recreation Board

Date: June 26, 2025

From: Cynthia Aguilar, Director

Subject: REQUEST TO APPROVE AN AGREEMENT FOR THE MAINTENANCE OF
THE PROPERTY ON SEVENTH AND MONTECITO AVENUES KNOWN
AS "THE LYCEUM"

This report requests Parks and Recreation Board (Board) approve an agreement between the City and the Community Alliance of Seventh Avenue (CASA) for the maintenance and operation of the property located at the northwest corner of Seventh Avenue and Montecito Avenue, known as the "Lyceum."

BACKGROUND

On Nov. 17, 2016, the Board accepted from Clear Channel Outdoor the 0.25-acre under-utilized parcel at the northwest corner of Seventh and Montecito Avenues for the purpose of re-development into a public gathering space. In December 2016, Clear Channel Outdoor deeded the property to the City through a special warranty deed. Clear Channel Outdoor maintains an easement for a digital billboard on the site.

In April 2017, a Memorandum of Understanding (MOU) was executed between the City and CASA, an Arizona non-profit corporation, for the development and maintenance of the Lyceum site. Under the terms of the MOU, CASA at its own expense designed and constructed improvements to the Lyceum; was responsible for all utilities at the site other than utilities for the billboard; and agreed to maintain the Lyceum as a public gathering space. CASA fulfilled its obligation under the MOU.

DISCUSSION

The MOU had an initial term of five years, expiring April 2022, plus five one-year extension options. The first three extension options were exercised resulting in a current term end date of April 2025. Due to oversight, the fourth extension was not executed prior to April 2025; therefore, staff desire to execute a new agreement with the same terms and conditions as the original MOU through April 2027. The new agreement will be for one year, with a one-year extension (**Attachment A**), which were the remaining years on the original MOU. Staff will also start discussions with CASA to determine if there is interest in developing a new MOU for future years. If so, the new MOU would be brought back to the Board for approval.

RECOMMENDATION

Staff recommends the Board approve an agreement between the City and the Community Alliance of Seventh Avenue for the maintenance and operation of the property located at the northwest corner of Seventh Avenue and Montecito Avenue; and authorize the Parks and Recreation Director to sign all related documents to the agreement.

Prepared by: Theresa Faull, Deputy Director

Approved by: Brandie I. Barrett, Assistant Director



City of Phoenix

PARKS AND RECREATION DEPARTMENT

Robb Olivieri, President
Community Alliance of Seventh Ave
928 W. Heatherbrae Drive
Phoenix, AZ 85013

Re: New Maintenance and Operating Agreement at the Lyceum

Dear Robb Olivieri:

This letter of agreement ("Agreement") is entered by and between the City of Phoenix ("City") and Community Alliance of Seventh Avenue, an Arizona non-profit corporation (CASA) and is made effective June 26, 2025.

City of Phoenix Contract No. 144968-0 had an initial five-year term effective April 27, 2017, with five one-year options to extend the term. The first extension was executed effective April 27, 2022; the second extension was executed effective April 27, 2023, and the third extension was executed effective April 27, 2024; however, the fourth extension was not exercised prior to the expiration of the third extension on April 26, 2025.

The purpose of this Agreement is to execute a new contract with the same terms and conditions of City of Phoenix Contract No. 144968 with CASA, for the maintenance and operation of the parcel of land known as "the Lyceum" located at the northwest corner of 7th Avenue and Montecito Avenue.

Term

The term of this Agreement will be for one year beginning on June 26, 2025, and expiring April 26, 2026, with one, one-year option to renew with the same terms and conditions.

Scope of Work

In consideration of the performance these services, the City agrees to the Scope of Work and Terms as described in **ATTACHMENT A – Contract No. 144968-0**.

Professional Competency

CASA represents that it is familiar with the nature and extent of this Agreement, the services to be performed in the Scope of Work in **ATTACHMENT A – Contract No. 144968-0**, and any conditions that may affect its performance. CASA further represents that it is fully experienced and properly qualified, is in compliance with all applicable license requirements, and is organized and financed to perform the services. CASA agrees that the services will be performed in a manner consistent with that level of care and skill ordinarily exercised in the industry under similar conditions.

All other terms and conditions of Contract No. 144968-0 and any prior amendments will remain in full force and effect. If there is a conflict or ambiguity among Attachment A, any prior amendments and the new Agreement, the new Agreement prevails.



City of Phoenix

PARKS AND RECREATION DEPARTMENT

IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed on the date listed above.

CITY OF PHOENIX, a municipal corporation
Jeffrey Barton, City Manager

By: _____
Cynthia Aguilar
Parks and Recreation Department Director

Date: _____

ATTEST:

City Clerk

Date

APPROVED AS TO FORM:
Julie M. Kriegh, City Attorney

By: _____
Micah Alexander
Assistant Chief Counsel

COMMUNITY ALLIANCE OF SEVENTH AVENUE
An Arizona non-profit corporation

By: _____
Robb Olivieri, President

Date: _____



City of Phoenix
PARKS AND RECREATION DEPARTMENT

ATTACHMENT A

DRAFT

Attachment A

144968--0

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into this 27th day of April, 2017, by and between the City of Phoenix Parks and Recreation Board ("Board"), and the Community Alliance of Seventh Avenue, an Arizona 501(c)3 corporation (CASA), for the purpose of outlining the following terms and conditions which will govern the maintenance and operation of the parcel of land known as "the Lyceum" (Lyceum or Site) at the northwest corner of 7th Avenue and Montecito Avenue.

1. SITE

The site, as shown in Exhibit A, is a .25-acre parcel located at the northwest corner of 7th Avenue and Montecito Avenue. The site has been deeded by the owner, Clear Channel Outdoor, to the City of Phoenix through a special warranty deed with conditions, reversion and use restrictions, for a public gathering place.

In the northeast corner of the Site is an elevated digital billboard that will remain on the Lyceum and be operational throughout the term of this MOU.

2. CITY RESPONSIBILITIES AND ACTIVITIES

- A. The City shall provide technical assistance to CASA with the design and development of conceptual plans or other documents needed to design and construct the Lyceum.
 - 1. The City shall approve, in writing, final design documents and construction documents before any construction activities commence.
- B. The City shall provide signage design and information regarding park rules and regulations to assist CASA in the management of the Lyceum.
- C. The City will, from time to time as needed and when requested by CASA, provide technical advice on maintenance or operation of the Lyceum.

3. CASA RESPONSIBILITIES AND ACTIVITIES

- A. CASA will, at its own expense, cause the design and construction of any improvements to the Lyceum.
 - 1. CASA will conform to all laws, ordinances, and permit requirements in the improvement to the Lyceum
 - 2. The design and construction will be deemed complete upon CASA's receipt of the Certificate of Occupancy for the Site.
- B. CASA, at its sole expense, will maintain, to City standards, the Lyceum for the term of this MOU. Exhibit C contains the City's maintenance standards.
- C. CASA shall, upon the issuance of the Certificate of Occupancy, put all utilities on the Lyceum, except for the billboard, in their name and be responsible for the payment of all utility costs on Site with the exception of the utilities required for the billboard.
 - 1. Utilities are defined as water, electric, gas, and telecommunications.

- D. CASA shall maintain the agreed upon billboard view corridors and easement(s) contained in the documents between the City and Clear Channel Outdoor.
- E. CASA agrees to maintain the Lyceum as a public gathering space at all times open to the public except at any time should maintenance, repair or construction cause the Site to be closed for public safety reasons, upon which sufficient notice to the public will be posted.

4. UNDERSTANDING OF BOTH PARTIES

Both parties understand and agree to the stipulations and requirements of the following agreements attached as Exhibit B:

- A. Conveyance Agreement between Clear Channel Outdoor and the City of Phoenix, December 9, 2016.
- B. Special Warranty Deed with Condition, Reversion and Use Restrictions, December 9, 2016.
- C. Perpetual Easement Agreement, December 9, 2016.

5. TERM

The term of this MOU shall be five years from the date of execution. With agreement from both parties, there may be five (5), one (1) year options to renew this MOU with the same terms and conditions.

6. INDEMNIFICATION

CASA must indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of CASA or any of its owners, officers, directors, agents, employees or subcontractors in connection with this MOU. This indemnity includes any Claims arising out of or recovered under the Workers' Compensation Law or arising out of the failure of CASA or its contractors to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the City will, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the City, be indemnified by CASA and its contractors from and against any and all Claims. CASA will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this MOU, CASA waives all rights of subrogation against the City for losses arising from the work performed by CASA or its contractors for the City. The obligations of CASA under this provision survive the termination or expiration of this MOU.

7. INSURANCE

CASA and its subcontractors shall procure and maintain, until all of their contractual obligations have been discharged, including any maintenance and warranty periods under this MOU are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by CASA, its agents, representatives, employees or subcontractors.

The insurance requirements are minimum requirements for this MOU and in no way limit the indemnity covenants contained in this MOU. The City in no way warrants that the minimum limits contained herein are sufficient to protect the CASA from liabilities that might arise out of the performance of the work under this MOU by the CASA, its agents, representatives, employees or subcontractors and CASA is free to purchase additional insurance as may be determined necessary.

1. Minimum Scope and Limits of Insurance:

CASA shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

a. Commercial General Liability– Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$1,000,000

CASA will provide the City with a certificate of insurance evidencing the limits listed above and indicating that the City is insured under CASA's policy. The policy must be endorsed to include the following additional insured language: "The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of CASA".

8. TERMINATION

- A. CASA has the right to terminate this agreement within the term of the MOU. Should CASA terminate this agreement within the term of this MOU, CASA agrees to remove all above ground improvements and return the Site to its original condition at its sole expense.
- B. The City shall have the right to terminate this agreement if the performance measures in section 3.B.1 above are not met
- C. This MOU is subject to cancellation pursuant to A.R.S. 38-511.

IN WITNESS WHEREOF, the parties have executed this Agreement through their representatives duly authorized to execute this document on the day and year first written above.

COMMUNITY ALLIANCE OF SEVENTH AVENUE
An Arizona non-profit Corporation

CITY OF PHOENIX
A municipal corporation

By (signature): 

Name (printed): Charles Jones

Title: PRESIDENT

Date: 4-18-17

By (signature): 

Name (printed): Inger Erickson

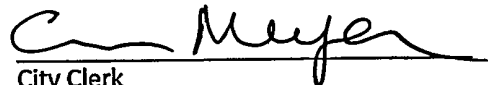
Title: Director of Parks and Recreation

Date: 5/5/17

Approved as to Form:

Attest:


ACTING City Attorney


City Clerk



CITY CLERK DEPT.
2017 MAY 12 AM 11:18

EXHIBIT A

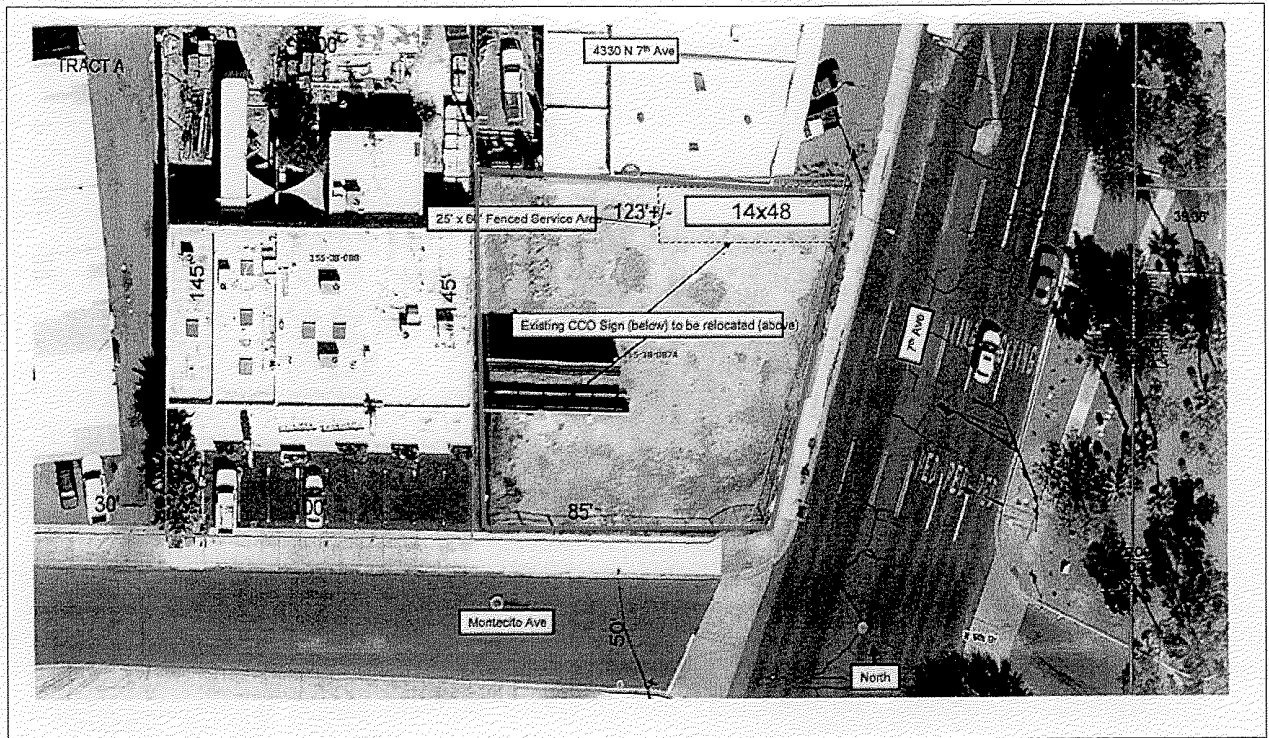


EXHIBIT B
(Agreements Attached)

1. Conveyance Agreement
2. Special Warranty Deed with Condition, Reversion and User Restrictions
3. Perpetual Easement Agreement

[Signature]

[Signature]

EXHIBIT C



City of Phoenix
Parks and Recreation Department
Park Maintenance Standards Check List

Date: _____

Work completed by: _____

Work inspected by: _____

Ramadas	Freq	M	T	W	T	F	S	S	Correction Required
Cleanliness	Daily								
Electric/Lighting	Daily								
Structure	Daily								
Grounds Maintenance									
Litter	Daily								
Signage	Daily								
Walkways for hazards	Daily								
Asphalt areas	Weekly								
Check Art Features	Daily								
Benches, grills, tables, etc.	Daily								
Vandalism	Daily								
Graffiti	Daily								
Remove Weeds	As needed								
Sweep walks, paths & pads	2x/week								
Pick up litter/Empty Trash Receptacles	Daily								
Irrigation System	Monthly								

AGREEMENT

Date: This Agreement is entered into as of December 9, 2016 (the "Effective Date").

Grantor: CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation

Grantee: CITY OF PHOENIX, an Arizona municipal corporation

RECITALS

A. Grantor is the owner of that certain real property located on the northwest corner of 7th Avenue and Montecito Avenue, in the City of Phoenix, County of Maricopa, Arizona, identified by Assessor's Parcel Number 155-38-087A, and more particularly described in Exhibit A attached hereto (the "Property").

B. Grantor currently owns and operates on the Property certain advertising structures (including all fixtures and equipment appurtenant thereto, the "Billboard"). Grantor intends to seek necessary governmental and private permits and approvals for the conversion of the Billboard to digital operation and for the relocation of the Billboard within the boundaries of the Property (collectively, the "Permits").

C. Grantor desires to convey the Property to Grantee and Grantee is willing to receive the Property, subject to Grantee's obligation to convey an easement interest to Grantor, Grantor's reversionary interest and other obligations of Grantor and Grantee as more particularly set forth in this Agreement.

AGREEMENTS

NOW THEREFORE, in consideration of the promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee (collectively, the "Parties," and, each individually, a "Party") hereby agree as follows:

1. **BINDING AGREEMENT:** This Agreement, when executed by Grantor and Grantee, shall constitute a binding agreement by the Parties for the conveyance of the Property, together with all improvements, buildings and structures attached thereon, other than the Billboard and any permits related to the Billboard, which shall remain the property of Grantor.

2. CONVEYANCE.

2.1 Grantor, within 30 days following the Completion Date (as defined below) and subject to all of the conditions set forth herein, shall convey to Grantee all of its interest in the Property, except for the Reversionary Interest (as defined below). "Completion Date" means the date that all of the following have occurred: (i) Grantor has obtained all necessary Permits (and any public

appeals with respect thereto have been exhausted); and (ii) Grantor has completed the relocation of the Billboard within the boundaries of the Property.

2.2 The Property shall be transferred, if at all, by the execution and delivery by Grantor to Grantee of a Special Warranty Deed With Condition, Reversion and Use Restrictions (the "Deed"), substantially in the form attached hereto as Exhibit B. The grant of the Deed will be subject to a Reversionary Interest (herein so-called) held by Grantor, providing for the reversion in Grantor of title to the Property upon Grantor's election following the failure, subject to any applicable notice requirement and cure period, of a Condition Subsequent (herein so-called), all as set forth therein.

2.3 If Grantor conveys the Property to Grantee, Grantee may subsequently convey title to the Property back to Grantor at any time, provided that, Grantee, at Grantee's sole cost, shall convey title to Grantor in the manner in which title was originally conveyed by Grantor, and free of any intervening liens, leases, occupants, or interests of any kind, type or nature.

3. **EASEMENT.** As condition to Grantor's obligation to deliver, and the effectiveness of, the Deed, Grantee, contemporaneously with Grantor's delivery of the Deed, shall grant to Grantor easements over the Property (the "Easements") for the maintenance, operation, repair, and replacement of the Billboard, by delivery of a Perpetual Easement Agreement substantially in the form as attached hereto as Exhibit C.

4. **POST-CONVEYANCE PAYMENT.**

4.1 Contemporaneously with the full execution of this Agreement, Grantor shall provide to Grantee evidence of the issuance of a cashier's check made payable to COMMUNITY ALLIANCE OF SEVENTH AVENUE, an Arizona non-profit corporation ("CASA"), in the amount of FIFTY THOUSAND DOLLARS (\$50,000.00) (the "CASA Payment").

4.2 Within 30 days following the date Grantor delivers the Deed (the "Payment Deadline"), provided the Condition Subsequent has not then failed, Grantor shall deliver the CASA Payment to CASA.

4.3 If, for any reason, the Condition Subsequent fails prior to the Payment Deadline, Grantor shall not be required to deliver the CASA Payment to CASA.

5. **AS IS/WHERE IS:** THIS AGREEMENT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES THAT WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES. THE PROPERTY WILL BE CONVEYED TO GRANTEE IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. GRANTOR MAKES NO WARRANTY REGARDING ZONING, ENTITLEMENTS OR ENVIRONMENTAL MATTERS WITH RESPECT TO THE PROPERTY, OR OF CONDITION, MERCHANTABILITY, OR SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY PERSONAL PROPERTY. ALL

WARRANTIES ARE DISCLAIMED. THE PROVISIONS AND LIMITATIONS OF THIS SECTION 5 SHALL SURVIVE THE CONVEYANCE OF THE PROPERTY AND THE RECORDING OF THE DEED.

6. **NOTICES:** Except as required by law, all notices and other communications required or permitted hereunder shall be in writing and shall be deemed given when delivered by hand, by overnight courier, or mailed by registered or certified mail (return receipt requested), postage prepaid, to the Parties at the following addresses:

If to Grantor:	Clear Channel Outdoor, Inc. Attn: Phoenix Real Estate Dept. 2325 E. Camelback Road, Ste. 400 Phoenix, AZ 85016 Telephone: 602-381-5700 Fax: 602-317-5782
----------------	---

With a copy to:	Clear Channel Outdoor, Inc. Attn: Legal Dept. 2325 E. Camelback Road, Ste. 400 Phoenix, AZ 85016 Telephone: 602-381-5700 Fax: 602-317-5782
-----------------	---

If to Grantee:	_____ _____ _____ _____ Telephone: Fax:
----------------	--

7. **ATTORNEYS' FEES:** If either Party employs legal counsel because of a default hereunder by the other Party, or to enforce the provisions hereof, the non-breaching Party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees and experts' fees, as awarded by the court.

8. **WAIVER:** Any failure of either Party to comply with any obligation, representation, warranty, covenant, agreement or condition set forth in this Agreement may be waived by the other Party only by a written instrument signed by the Party granting the waiver. Any such waiver or failure to insist upon strict compliance with a term of this Agreement shall not operate as a waiver of, or estoppel with respect to any subsequent or other failure to comply,

9. **GOVERNING LAW; JURISDICTION AND VENUE:** This Agreement shall be construed and interpreted under, governed and enforced according to the laws of the State of Arizona. Each of Grantor and Grantee shall and hereby does submit itself to the sole and exclusive

jurisdiction of, and agrees that proper venue shall be in, the Superior Court of Maricopa County, Arizona.

10. **FURTHER DOCUMENTS:** Each Party shall execute such additional documents as may be reasonably required to carry out the purpose of this Agreement.

11. **SUCCESSORS; ASSIGNMENT.** All of the provisions of this Agreement are hereby made binding upon the successors, legal representatives and permitted assigns of both Parties. Grantee may not assign this Agreement to any third party without the consent of Grantor, which consent may not be unreasonably withheld, conditioned or delayed.

12. **FINAL BINDING AGREEMENT:** This Agreement is the result of negotiations between the Parties, and accordingly shall not be construed for or against either Party regardless of which Party drafted this Agreement or any portion hereof. This Agreement embodies and constitutes the entire understanding between the Parties with respect to the transaction contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral and written, are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing, signed by the Parties against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought and then only to the extent set forth in such instrument.

13. **SEVERABILITY.** If any provision of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remaining provisions shall nevertheless be kept in effect.

14. **HEADINGS.** The headings of this Agreement are for reference only.

15. **INCORPORATION BY REFERENCE.** All Exhibits to this Agreement are fully incorporated herein as though set forth at length herein.


16. **COUNTERPARTS AND ELECTRONIC SIGNATURES:** This Agreement may be executed in any number of counterparts and by facsimile or electronic mail; all of which together shall constitute one and the same instrument, and each of which shall be deemed an original hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GRANTOR:

CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation

By: 
Name: NAME VERES
Its: REGIONAL PRESIDENT

GRANTEE:

CITY OF PHOENIX, an Arizona municipal corporation

By: 
Name: Inger Erickson
Its: Director

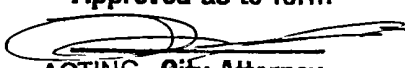
Approved as to form

ACTING City Attorney

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY
[TO BE INSERTED]

LEGAL DESCRIPTION
FOR
APN 155-38-087A

THAT PORTION OF TRACT A, MELROSE MANOR, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 38, PAGE 24 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID TRACT A, RUN SOUTH 88 DEGREES 40 MINUTES EAST, 457.97 FEET TO A POINT FROM WHICH THE NORTHEAST CORNER OF SAID TRACT A BEARS SOUTH 88 DEGREES 40 MINUTES EAST, 181.63 FEET;

THENCE SOUTH 1 DEGREE 20 MINUTES WEST, 167.17 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED, BEING THE NORTHWEST CORNER THEREOF;

THENCE SOUTH 1 DEGREE 20 MINUTES WEST, 100.00 FEET;

THENCE SOUTH 88 DEGREES 46 MINUTES EAST, ALONG THE SOUTH LINE OF SAID TRACT A, 160.84 FEET;

THENCE ALONG A CURVE TO THE LEFT, TANGENT TO SAID LAST MENTIONED LINE, WITH A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 89 DEGREES 49 MINUTES AND A LENGTH OF 31.35 FEET;

THENCE NORTH 1 DEGREE 25 MINUTES EAST ALONG THE EAST LINE OF SAID TRACT A, 80.07 FEET;

THENCE NORTH 88 DEGREES 46 MINUTES WEST 181.09 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PORTION:

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SEVENTH AVENUE AS ESTABLISHED BY INSTRUMENT RECORDED IN DOCKET 15 AT PAGES 79, 80 AND 81, AND AS SHOWN ON THE ROAD MAP RECORDED IN BOOK 6 OF ROAD MAPS AT PAGE 30, RECORDS OF MARICOPA COUNTY, ARIZONA, WITH THE SOUTH LINE OF TRACT A;

THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE, TO A POINT THEREON WHICH IS 170.90 FEET SOUTHERLY OF THE INTERSECTION OF SAID RIGHT-OF-WAY LINE WITH THE NORTH LINE OF TRACT A, AS MEASURED ALONG SAID RIGHT-OF-WAY LINE;

THENCE NORTH 88 DEGREES 46 MINUTES WEST, ALONG THE NORTH LINE OF THE TRACT OF LAND DESCRIBED IN DOCKET 140 AT PAGE 43, RECORDS OF SAID COUNTY, TO A LINE WHICH IS PARALLEL AND CONCENTRIC WITH AND 7 FEET DISTANT FROM SAID WEST RIGHT-OF-WAY LINE, AS MEASURED AT RIGHT ANGLES THERETO;

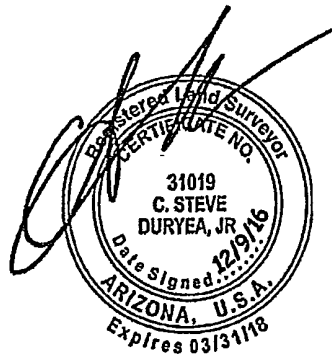
THENCE SOUTHWESTERLY ALONG SAID PARALLEL AND CONCENTRIC LINE TO A POINT THEREON WHICH IS 5 FEET NORTHERLY OF THE INTERSECTION THEREOF WITH THE SOUTH LINE OF TRACT A, AS MEASURED ALONG SAID PARALLEL AND CONCENTRIC LINE;

THENCE SOUTHWESTERLY TO A POINT ON THE SOUTH LINE OF TRACT A WHICH IS 8 FEET WESTERLY OF SAID POINT OF INTERSECTION;

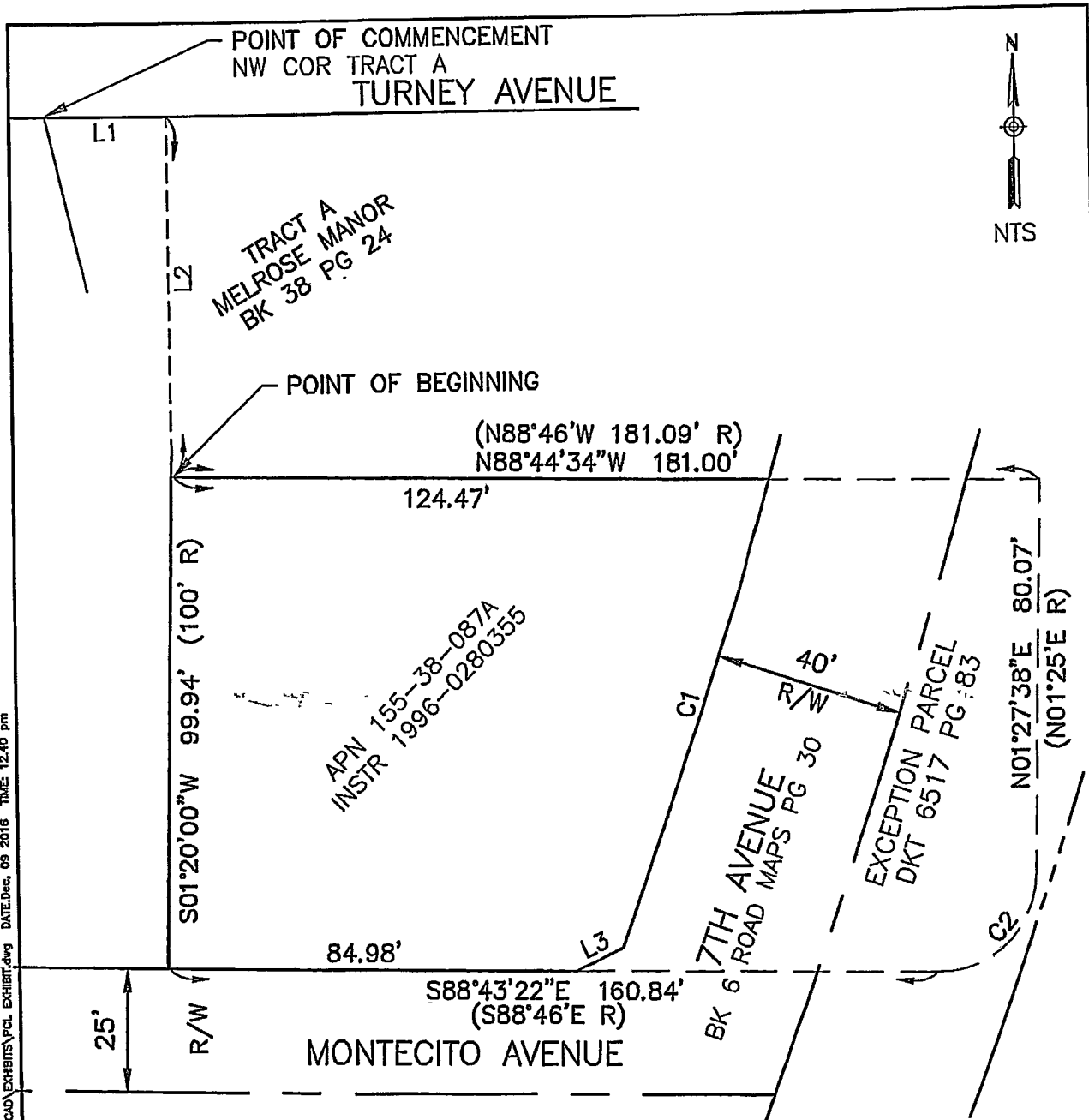
THENCE SOUTH 88 DEGREES 46 MINUTES EAST ALONG THE SOUTH LINE OF TRACT A TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 7,082 SQUARE FEET OR 0.163 ACRES OF LAND, MORE OR LESS.

THE AFORESAID PARCEL CONTAINING A GROSS COMPUTED AREA OF 18,001 SQUARE FEET OR 0.413 ACRES AND A NET COMPUTED AREA OF 10,919 SQUARE FEET OR 0.251 ACRES OF LAND, MORE OR LESS.

THE ATTACHED EXHIBIT 'A' IS TO BE INCLUDED AND MADE PART OF THIS DESCRIPTION.



FILE\\PROJECTS\\2016\\1116094 Ctr Chl 7th Ave at Montecito\\CADD\\EXHIBITS\\PCL EXHIBIT.dwg DATE: Dec, 09 2016 TIME: 12:40 pm

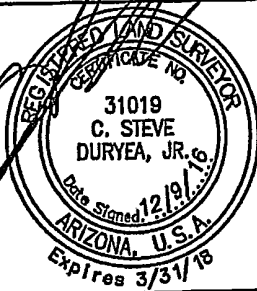


PARCEL AREAS:
10,919 SF OR
0.251 ACRES

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.



Dibble
Engineering



Dibble Engineering
Project No 1116094

EXHIBIT "A"

APN 155-38-087A

A PORTION OF THE SE QUARTER SEC 19,
T2N, R3E, GILA & SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

DATE: DEC 2016

DRN: CSD

CHK: JPG

PAGE 3 OF 4

FILE:\PROJECTS\2016\1116094 Cit Chnl 7th Ave at Montecito\CAO\EXHIBITS\PCL EXHIBIT.dwg DATE: Dec, 09 2016 TIME: 12:38 pm

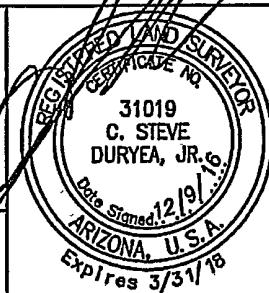
LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S88°40'00"E	457.97'
L2	S01°20'00"W	167.17'
L3	S65°20'00"W	10.77'

CURVE DATA TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	99.93'	1392.61'	4°06'41"
C2	31.35'	20.00'	89°49'00"

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.



Dibble
Engineering



Dibble Engineering
Project No 1116094

EXHIBIT "A"
APN 155-38-087A
A PORTION OF THE SE QUARTER SEC 19,
T2N, R3E, GILA & SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

DATE: DEC 2016
DRN: CSD
CHK: JPG

PAGE 4 OF 4

EXHIBIT B

FORM OF DEED

[TO BE INSERTED]

When recorded, return to:

EXEMPT-- NO AFFIDAVIT NECESSARY -- SEE A.R.S. § 11-1134(A)(3)

**SPECIAL WARRANTY DEED WITH CONDITION, REVERSION
AND USE RESTRICTIONS**

For the consideration of Ten Dollars and other valuable consideration, CLEAR CHANNEL OUTDOOR, a Delaware corporation ("Grantor"), conveys, subject to the Reversion set forth below, to the CITY OF PHOENIX, an Arizona municipal corporation ("Grantee"), the following described real property:

See Exhibit A attached to and incorporated in this Special Warranty Deed by this reference (the "Property").

SUBJECT TO: all taxes, other assessments, reservations in patents, easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, liabilities, other matters as may appear of record, and such items which a survey or inspection of the Property would reveal, and the Reversion (as defined below).

Grantor hereby binds itself and its successors to warrant and defend the title to the Property as against all acts of Grantor and no other, subject to the matters above set forth.

Grantee, by its acceptance of this instrument, hereby acknowledges the existence of the Reversion and the use restrictions contained in this instrument.

The conveyances made hereunder, and the estate of Grantee in and to the Property, are subject to the Condition Subsequent (herein so called) that Grantee, Grantee's successors and their respective assignees, tenants, licensees, invitees and guests and any other third parties with a right to use any portion of the Property (collectively, the "Grantee Parties"), excluding Grantor and Grantor's successors and their respective tenants, licensees, invitees and guests (collectively, the "Grantor Parties"), shall: (i) use the Property only as a non-commercial Mini-park and/or non-commercial gathering place (the "Permitted Use") and maintain the Property in accordance with City of Phoenix Department of Parks and Recreation mini-park standards; and (ii) shall use the Property only in accordance with the Use Restrictions (as defined below). If the Property is used for any other use other than the Permitted Use, if the Grantee Parties fail to keep the Property in the condition required, or if the Grantee Parties fail to comply with the Use Restrictions, Grantor may provide to Grantee written notice thereof and, if the respective violation is not cured within thirty (30) days following Grantee's receipt of such notice, this instrument shall be null and void and title to the Property shall revert in Grantor (the "Reversion"), immediately upon further notice (the "Reversion Notice") from Grantor to Grantee or Grantee's successor without the

requirement of further action of any party. Title shall revert in Grantor in the manner in which title was originally conveyed by Grantor, and, at Grantee's sole cost, without and free of any intervening liens or interests of any kind, type or nature.

Grantee may convey title to the Property back to Grantor at any time, provided that Grantee, at Grantee's sole cost, shall convey title to Grantor in the manner in which title was originally conveyed by Grantor, and free of any intervening liens, leases, occupants, or interests of any kind, type or nature.

Grantee, by its acceptance hereof, agrees to execute such other and further documents at the time of the Reversion, if any, to evidence the reversioning of title to the Property in and to Grantor. However, such obligation shall not affect the Reversionary right of Grantor which shall, to the fullest extent permitted by law, cause fee simple title to the Property to revert to and revert in Grantor without further action of any party if Grantor delivers the above-described Reversion Notice in the event of the uncured failure of the Condition Subsequent.

None of the Grantee Parties will do, or permit others, other than the Grantor Parties, to do, the following (collectively, the "Use Restrictions"): (i) use, rent or lease any part of the Property for the erection or maintenance of off-premise advertising signs or other off-premise advertising matter, without in each instance obtaining Grantor's prior written approval, except that Grantee shall be permitted to install on the Property a commemorative plaque and park identification signage, so long as such plaque and signage do not include any third-party, commercial logos or other trademarks or violate any other restriction set forth herein or in any other agreement between Grantor and Grantee; or (ii) make any plantings or improvements whatsoever on the Property that would obstruct, partially or entirely, the view of, or lessen the advertising value of, the outdoor advertising structures (including any replacements thereof of a similar size and in substantially the same location as exists on the date of this Deed) operated by Grantor on the Property, except as may be permitted by any other recorded agreement between Grantor and Grantee.

Dated to be effective as of _____, 2016.

GRANTOR:

CLEAR CHANNEL OUTDOOR, INC.

By: _____
Name:
Its:

GRANTEE:

CITY OF PHOENIX, an Arizona municipal corporation,

By: _____
Name:
Its:

ATTEST:

By: _____
Name:
Its:

APPROVED AS TO FORM:

City Attorney
STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as _____ of CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation, on behalf of the corporation, for the purposes set forth herein.

My Commission Expires: _____

Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as _____ of CITY OF PHOENIX, an Arizona municipal corporation, on behalf of the corporation, for the purposes set forth herein.

My Commission Expires: _____

Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as _____ of CITY OF PHOENIX, an Arizona municipal corporation, on behalf of the corporation, for the purposes set forth herein.

My Commission Expires:

Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as City Attorney of CITY OF PHOENIX, an Arizona municipal corporation, on behalf of the corporation, for the purposes set forth herein.

My Commission Expires:

Notary Public

**EXHIBIT A TO
SPECIAL WARRANTY DEED
LEGAL DESCRIPTION OF PROPERTY**

LEGAL DESCRIPTION
FOR
APN 155-38-087A

THAT PORTION OF TRACT A, MELROSE MANOR, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 38, PAGE 24 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID TRACT A, RUN SOUTH 88 DEGREES 40 MINUTES EAST, 457.97 FEET TO A POINT FROM WHICH THE NORTHEAST CORNER OF SAID TRACT A BEARS SOUTH 88 DEGREES 40 MINUTES EAST, 181.63 FEET;

THENCE SOUTH 1 DEGREE 20 MINUTES WEST, 167.17 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED, BEING THE NORTHWEST CORNER THEREOF;

THENCE SOUTH 1 DEGREE 20 MINUTES WEST, 100.00 FEET;

THENCE SOUTH 88 DEGREES 46 MINUTES EAST, ALONG THE SOUTH LINE OF SAID TRACT A, 160.84 FEET;

THENCE ALONG A CURVE TO THE LEFT, TANGENT TO SAID LAST MENTIONED LINE, WITH A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 89 DEGREES 49 MINUTES AND A LENGTH OF 31.35 FEET;

THENCE NORTH 1 DEGREE 25 MINUTES EAST ALONG THE EAST LINE OF SAID TRACT A, 80.07 FEET;

THENCE NORTH 88 DEGREES 46 MINUTES WEST 181.09 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PORTION:

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SEVENTH AVENUE AS ESTABLISHED BY INSTRUMENT RECORDED IN DOCKET 15 AT PAGES 79, 80 AND 81, AND AS SHOWN ON THE ROAD MAP RECORDED IN BOOK 6 OF ROAD MAPS AT PAGE 30, RECORDS OF MARICOPA COUNTY, ARIZONA, WITH THE SOUTH LINE OF TRACT A;

THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE, TO A POINT THEREON WHICH IS 170.90 FEET SOUTHERLY OF THE INTERSECTION OF SAID RIGHT-OF-WAY LINE WITH THE NORTH LINE OF TRACT A, AS MEASURED ALONG SAID RIGHT-OF-WAY LINE;

THENCE NORTH 88 DEGREES 46 MINUTES WEST, ALONG THE NORTH LINE OF THE TRACT OF LAND DESCRIBED IN DOCKET 140 AT PAGE 43, RECORDS OF SAID COUNTY, TO A LINE WHICH IS PARALLEL AND CONCENTRIC WITH AND 7 FEET DISTANT FROM SAID WEST RIGHT-OF-WAY LINE, AS MEASURED AT RIGHT ANGLES THERETO;

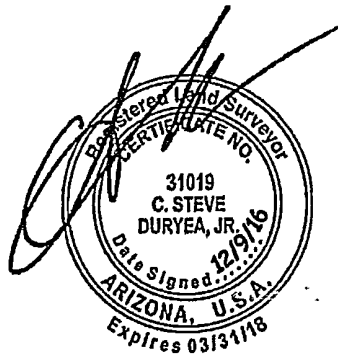
THENCE SOUTHWESTERLY ALONG SAID PARALLEL AND CONCENTRIC LINE TO A POINT THEREON WHICH IS 5 FEET NORTHERLY OF THE INTERSECTION THEREOF WITH THE SOUTH LINE OF TRACT A, AS MEASURED ALONG SAID PARALLEL AND CONCENTRIC LINE;

THENCE SOUTHWESTERLY TO A POINT ON THE SOUTH LINE OF TRACT A WHICH IS 8 FEET WESTERLY OF SAID POINT OF INTERSECTION;

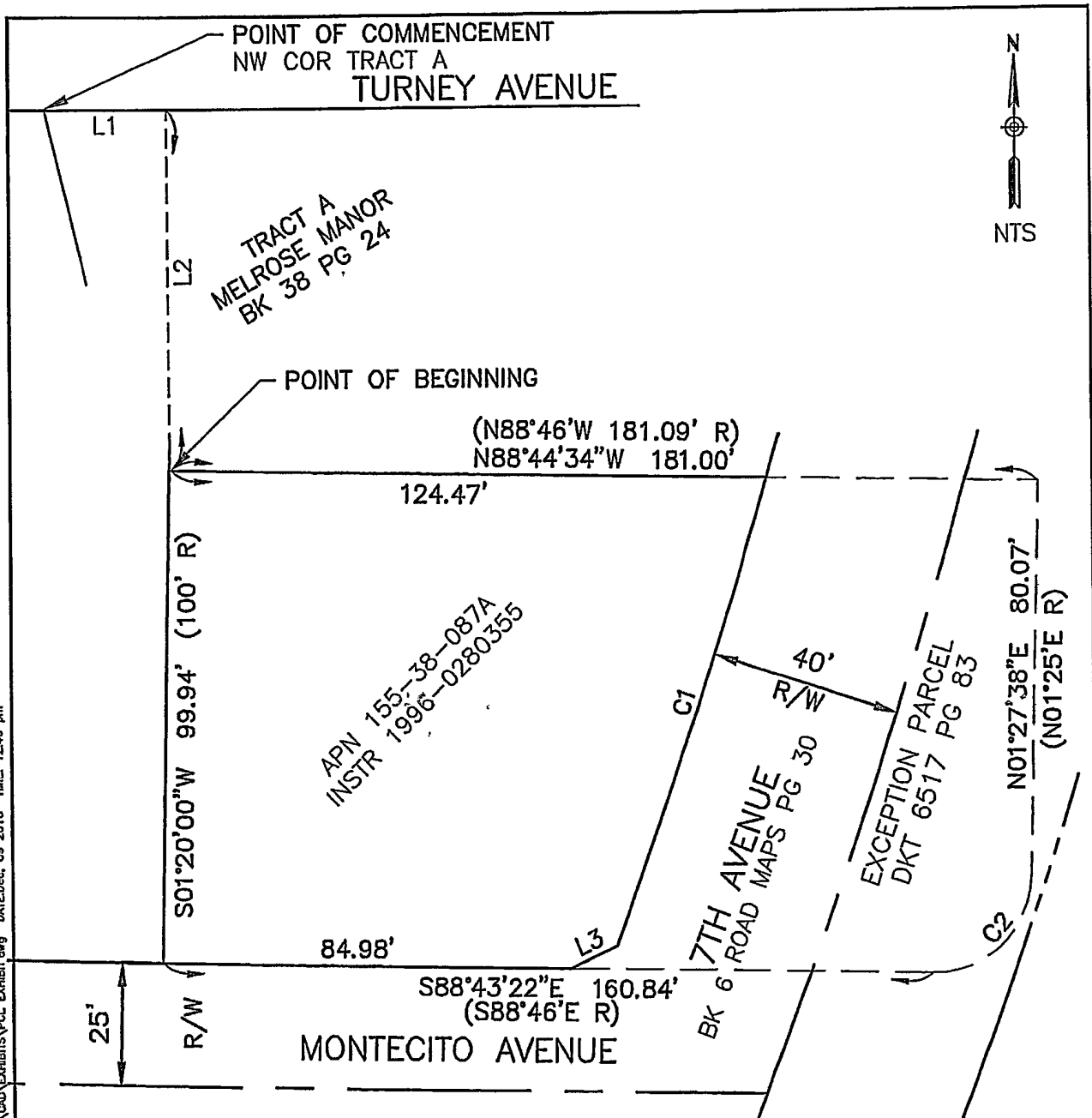
THENCE SOUTH 88 DEGREES 46 MINUTES EAST ALONG THE SOUTH LINE OF TRACT A TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 7,082 SQUARE FEET OR 0.163 ACRES OF LAND, MORE OR LESS.

THE AFORESAID PARCEL CONTAINING A GROSS COMPUTED AREA OF 18,001 SQUARE FEET OR 0.413 ACRES AND A NET COMPUTED AREA OF 10,919 SQUARE FEET OR 0.251 ACRES OF LAND, MORE OR LESS.

THE ATTACHED EXHIBIT 'A' IS TO BE INCLUDED AND MADE PART OF THIS DESCRIPTION.



FILE:\PROJECTS\2016\1116094 Cit Chof 7th Ave at Montecito\CAD\EXHIBITS\PC1 EXHIBIT.dwg DATE: Dec, 09 2016 TIME: 12:40 pm

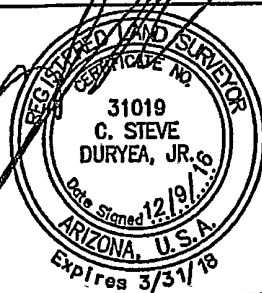


PARCEL AREAS:
10,919 SF OR
0.251 ACRES

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.



Dibbles
Engineering



Dibbles Engineering
Project No 1116094

EXHIBIT "A"
APN 155-38-087A
A PORTION OF THE SE QUARTER SEC 19,
T2N, R3E, GILA & SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

DATE: DEC 2016
DRN: CSD
CHK: JPG

PAGE 3 OF 4

FILE:\PROJECTS\2016\1116094 Cit Chd 7th Ave at Montecito\CAD\EXHIBITS\PC1 EXHIBIT.dwg DATE: Dec. 09 2016 TIME: 12:35 pm

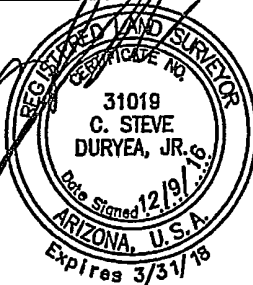
LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S88°40'00"E	457.97'
L2	S01°20'00"W	167.17'
L3	S65°20'00"W	10.77'

CURVE DATA TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	99.93'	1392.61'	4°06'41"
C2	31.35'	20.00'	89°49'00"

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.



Dibble
Engineering



Dibble Engineering
Project No 1116094

EXHIBIT "A"
APN 155-38-087A
A PORTION OF THE SE QUARTER SEC 19,
T2N, R3E, GILA & SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

DATE: DEC 2016
DRN: CSD
CHK: JPG

PAGE 4 OF 4

EXHIBIT C
FORM OF PERPETUAL EASEMENT AGREEMENT
[TO BE INSERTED]

When recorded, return to:

Clear Channel Outdoor
Attn: Legal Department
2325 East Camelback, Suite 400
Phoenix, Arizona 85016

PERPETUAL EASEMENT AGREEMENT

THIS PERPETUAL EASEMENT AGREEMENT (this "Agreement") is made as of the 9th day of December, 2016 (the "Effective Date") by the CITY OF PHOENIX, an Arizona municipal corporation ("Grantor"), in favor of CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation ("Grantee"). Grantor and Grantee may be referred to herein, collectively, as the "Parties" and, each individually, as a "Party."

RECITALS

A. Grantor owns that certain real property described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Grantee wishes to acquire certain easements over, under, upon and across the Property, which easements will run with the land, and requires certain restrictions on the use of the Property in order to protect the value of said easements. Grantor is willing to grant such easements to Grantee and to impose such restrictions in connection therewith.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Sign Easement. Grantor hereby grants to Grantee and its grantees, successors and assigns a perpetual, exclusive easement (the "Sign Easement") for the construction, maintenance, repair, dismantling, removal, replacement, alteration, improvement, operation, (whether physically on-premise or via remotely changeable off-premise technology or other technology as shall be available to Grantee from time to time), illumination and use of outdoor advertising sign structures, appurtenances and related property and equipment (collectively, the "Billboard") over, under, upon and across that portion of the Property legally described and/or depicted on Exhibit B attached hereto and made a part hereof (the "Sign and Access Easement Area").

2. Access Easement. Grantor hereby grants to Grantee and its grantees, successors and assigns a perpetual, non-exclusive easement for vehicular and pedestrian ingress to and egress over, under, upon and across the Sign and Access Easement Area.

3. Utility Easement. Grantor hereby grants to Grantee and its grantees, successors and assigns a perpetual, non-exclusive easement for the installation, maintenance, repair, replacement and provision of utilities to service the Sign and Access Easement Area (the "Utility Easement") over, under, upon and across the entirety of the Property. Grantee may allow a public utility to use the Utility Easement to the same extent as Grantee. To the extent reasonably necessary for any use by Grantee or a public utility of the Utility Easement, Grantee, at Grantee's sole cost, may relocate or remove any signs, structures, plantings or improvements placed on the Property.

4. Restrictions. Grantor hereby imposes the following restrictions with respect to the Property:

4.1 It is the essence of this Agreement that Grantor will not, under penalty of damages and or injunctive relief, do or permit others to do the following:

(i) use, rent or lease any part of the Property and any adjacent property owned or controlled by Grantor, for the erection or maintenance of advertising signs or other advertising matter without in each instance obtaining Grantee's prior written approval, except that Grantor shall be permitted to install on the Property a commemorative plaque and park identification signage, so long as such plaque and signage do not include any third-party, commercial logos or other trademarks or violate any other restriction set forth herein, or

(ii) make or place any signs, structures, plantings or improvements whatsoever on the Property and adjacent property owned or controlled by Grantor which would obstruct, partially or entirely, the view of or lessen the advertising value of the Sign Easement or any sign structures constructed, or to be constructed, thereon of a similar size and in substantially the same location as the Billboard as exists on the Effective Date (the "Prohibition on View Obstructions"), or

(iii) install any signs, structures, plantings or improvements whatsoever within the View Corridor (as defined below), except as provided in Section 5 herein, or

(iv) install any signs, structures, plantings or improvements whatsoever within the Sign and Access Easement Area, including the portion that overlaps with the View Corridor, without the prior, written consent of Grantee, except that Grantor may place plantings within the Sign and Access Easement Area without the prior, written consent of Grantee so long as such plantings do not: (a) obstruct Grantee's access to the Billboard; (b) do not obstruct any access by any type of service vehicle; or (c) violate any other prohibition set forth herein, or

4.2 In the event any signs, structures, plantings or improvements are placed on the Property in violation of the restrictions set forth herein:

(i) in the case of: (a) offending signs, structures, plantings or other improvements within the Sign and Access Easement Area, or (b) offending signs, structures, or other improvements (but not plantings) outside the Sign and Access Easement Area that violate the Prohibition on View Obstructions, subject to the provisions of Section 5 herein, Grantee, in its sole and absolute discretion, is authorized immediately to fully or partially remove or trim any

such offending signs, structures, plantings or improvements at the cost and expense of Grantor; and

(ii) in the case of: (a) offending signs, structures, or other improvements outside the Sign and Access Easement Area that violate any other restriction set forth herein other than the Prohibition on View Obstructions, or (b) plantings outside the Sign and Access Easement Area that violate any restriction set forth herein, subject to the provisions of Section 5 herein, Grantee may provide to Grantor written notice thereof and, if the respective violation is not cured within thirty (30) days following Grantor's receipt of such notice, Grantee, in its sole and absolute discretion, is authorized immediately to fully or partially remove or trim any such offending signs, structures, plantings or improvements at the cost and expense of Grantor.

4.3 In the event that Grantee removes or trims any obstruction at Grantor's cost as provided herein, then Grantor shall pay to Grantee said costs and expenses, together with interest thereon at the rate of twelve (12%) percent per annum until paid in full, and the costs of collection, including reasonable attorney's fees.

5. View Corridor. Any provision of this Agreement to the contrary notwithstanding, Grantor, without the prior consent of Grantee, may place improvements or plantings within the area of the Property identified as the "View Corridor" on Exhibit C attached hereto and made a part hereof, except that portion of such area that overlaps with the Sign and Access Easement Area, provided that: (i) the highest part any such improvements, other than plantings, shall not exceed twelve (12) feet above grade; and (ii) any such permitted planting shall not when planted, or later be allowed to, exceed twelve (12) feet above grade. Plantings may be placed in the portion of the View Corridor that overlaps with the Sign and Access Easement Area only in accordance with Section 4.1(iv) herein. In the event any such improvement or planting exceeds such height limit, Grantee shall have all remedies set forth herein with respect to violations of the Prohibition on View Obstructions by improvements or plantings, as applicable.

6. Relocation. Grantee may relocate the Billboard within the Sign and Access Easement Area as necessary to accomplish the purposes of this Grant of Easements with Grantor's consent, which consent shall not be unreasonably withheld, conditioned, or delayed. If Grantee relocates the Billboard, subject to Grantor's consent, Grantee, at Grantee's sole cost, may relocate any signs, structures, plantings or improvements placed on the Property to any other reasonable location on the Property if necessary to protect the visibility of the Billboard.

7. Right of First Refusal. During the term of this Agreement, before Grantee may sell all of its rights hereunder (the "Easement Rights") to a third party, Grantee shall first offer the Easement Rights to Grantor on the same terms and conditions as are offered by the third party. Grantor shall have 10 days during which to accept said offer. If Grantor does not accept said offer within said period, Grantee shall be free to accept the third-party offer. Any provision of the foregoing to the contrary notwithstanding, Grantor's rights set forth in this section shall not apply to: (i) any lease, license, grant of easement, or similar transaction between Grantee and a third party; (ii) any assignment by Grantee to an affiliate, parent or subsidiary of Grantee; (iii) any assignment in connection with a merger involving Grantee; or (iv) any assignment in

connection with a sale by Grantee of substantially all of its assets in the Phoenix metropolitan area.

8. Additional Terms.

(a) Notwithstanding anything to the contrary herein, all provisions of this Agreement shall run with the land and are binding upon and shall inure to the benefit of the respective heirs, legal representatives, assigns, successors, and tenants of the Parties.

(b) Grantor shall be responsible for the payment of all ad valorem taxes, mechanic's or materialmen's liens assessed against the Property other than those that arise from the operation of the Billboard or Grantee's other operations on the Property, and Grantee shall be responsible for the payment of all taxes separately assessed against the easements granted hereunder (the "Easements") and the Billboard structure(s), and any licenses, fees, permits and similar charges which may be lawfully imposed upon Grantee for the use or operation of the Easements. If either Grantee or Grantor fails to pay the taxes or assessments for which it is responsible, the other Party shall have the right, but not the obligation, to pay such taxes and/or assessments on behalf of the Party responsible for such payments and to be reimbursed therefor on demand.

(c) If any portion of the Property is the subject of an offer of acquisition, is acquired, is taken or is threatened to be taken by condemnation or eminent domain or conveyance in lieu thereof, or a certificate of convenience or necessity is issued by a governmental or quasi-governmental entity or any other third party in connection with a governmental or quasi-governmental entity, then Grantee shall be entitled to seek compensation from such entity or third party, for the value of its total interest in and to the Easements and under this Agreement, including the revenues to be earned by Grantee from the Easements and the value of its property situated on the Easements, and the Grantor shall be entitled to seek compensation from such entity or third party for the value of its interest in and to the Property.

(d) Subject to the condition set forth in Section 6, Grantee shall have the right to assign or transfer, in whole or in part, every feature of Grantee's rights and obligations hereunder and to the Easements.

(e) This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of Arizona, as the same may from time to time exist without regard to conflict of laws provisions.

(f) If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(g) If any legal action or proceeding arising out of or relating to this Agreement is brought by either Party, the prevailing Party shall be entitled to receive from the other Party, in addition to any other relief that may be granted, such prevailing Party's reasonable attorneys' fees, costs and other expenses incurred in the action or proceeding.

(h) Except for the _____ Agreement by and between Grantor and Grantee dated as of _____, 2016, this Agreement constitutes the entire agreement between Grantor and Grantee relating to the Easements, and any prior agreement, promises, negotiations, or representations not expressly set forth in this Agreement shall be of no force or effect. Any amendment to this Agreement shall be of no force or effect unless in writing and signed by the Parties.

IN WITNESS WHEREOF, this Agreement has been executed as of this ____ day of _____ 2016.

GRANTEE:

CLEAR CHANNEL OUTDOOR, INC.

By: _____
Name:
Its:

GRANTOR:

CITY OF PHOENIX, an Arizona municipal corporation,

By: _____
Name:
Its:

ATTEST:

By: _____
Name:
Its:

APPROVED AS TO FORM:

City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as _____ of CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation, on behalf of the corporation, for the purposes set forth herein.

My Commission Expires: _____
Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as _____ of CITY OF PHOENIX, an Arizona municipal corporation, on behalf of the corporation, for the purposes set forth herein.

My Commission Expires: _____
Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as _____ of CITY OF PHOENIX, an Arizona municipal corporation, on behalf of the corporation, for the purposes set forth herein.

My Commission Expires: _____
Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as City Attorney of CITY OF PHOENIX, an Arizona municipal corporation, on behalf of the corporation, for the purposes set forth herein.

My Commission Expires:

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION
FOR
APN 155-38-087A

THAT PORTION OF TRACT A, MELROSE MANOR, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 38, PAGE 24 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID TRACT A, RUN SOUTH 88 DEGREES 40 MINUTES EAST, 457.97 FEET TO A POINT FROM WHICH THE NORTHEAST CORNER OF SAID TRACT A BEARS SOUTH 88 DEGREES 40 MINUTES EAST, 181.63 FEET;

THENCE SOUTH 1 DEGREE 20 MINUTES WEST, 167.17 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED, BEING THE NORTHWEST CORNER THEREOF;

THENCE SOUTH 1 DEGREE 20 MINUTES WEST, 100.00 FEET;

THENCE SOUTH 88 DEGREES 46 MINUTES EAST, ALONG THE SOUTH LINE OF SAID TRACT A, 160.84 FEET;

THENCE ALONG A CURVE TO THE LEFT, TANGENT TO SAID LAST MENTIONED LINE, WITH A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 89 DEGREES 49 MINUTES AND A LENGTH OF 31.35 FEET;

THENCE NORTH 1 DEGREE 25 MINUTES EAST ALONG THE EAST LINE OF SAID TRACT A, 80.07 FEET;

THENCE NORTH 88 DEGREES 46 MINUTES WEST 181.09 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PORTION:

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SEVENTH AVENUE AS ESTABLISHED BY INSTRUMENT RECORDED IN DOCKET 15 AT PAGES 79, 80 AND 81, AND AS SHOWN ON THE ROAD MAP RECORDED IN BOOK 6 OF ROAD MAPS AT PAGE 30, RECORDS OF MARICOPA COUNTY, ARIZONA, WITH THE SOUTH LINE OF TRACT A;

THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE, TO A POINT THEREON WHICH IS 170.90 FEET SOUTHERLY OF THE INTERSECTION OF SAID RIGHT-OF-WAY LINE WITH THE NORTH LINE OF TRACT A, AS MEASURED ALONG SAID RIGHT-OF-WAY LINE;

THENCE NORTH 88 DEGREES 46 MINUTES WEST, ALONG THE NORTH LINE OF THE TRACT OF LAND DESCRIBED IN DOCKET 140 AT PAGE 43, RECORDS OF SAID COUNTY, TO A LINE WHICH IS PARALLEL AND CONCENTRIC WITH AND 7 FEET DISTANT FROM SAID WEST RIGHT-OF-WAY LINE, AS MEASURED AT RIGHT ANGLES THERETO;

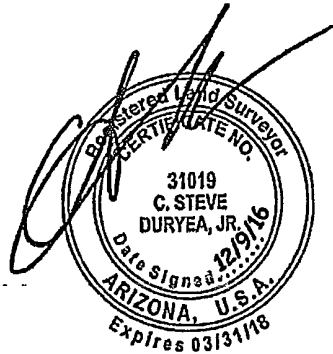
THENCE SOUTHWESTERLY ALONG SAID PARALLEL AND CONCENTRIC LINE TO A POINT THEREON WHICH IS 5 FEET NORTHERLY OF THE INTERSECTION THEREOF WITH THE SOUTH LINE OF TRACT A, AS MEASURED ALONG SAID PARALLEL AND CONCENTRIC LINE;

THENCE SOUTHWESTERLY TO A POINT ON THE SOUTH LINE OF TRACT A WHICH IS 8 FEET WESTERLY OF SAID POINT OF INTERSECTION;

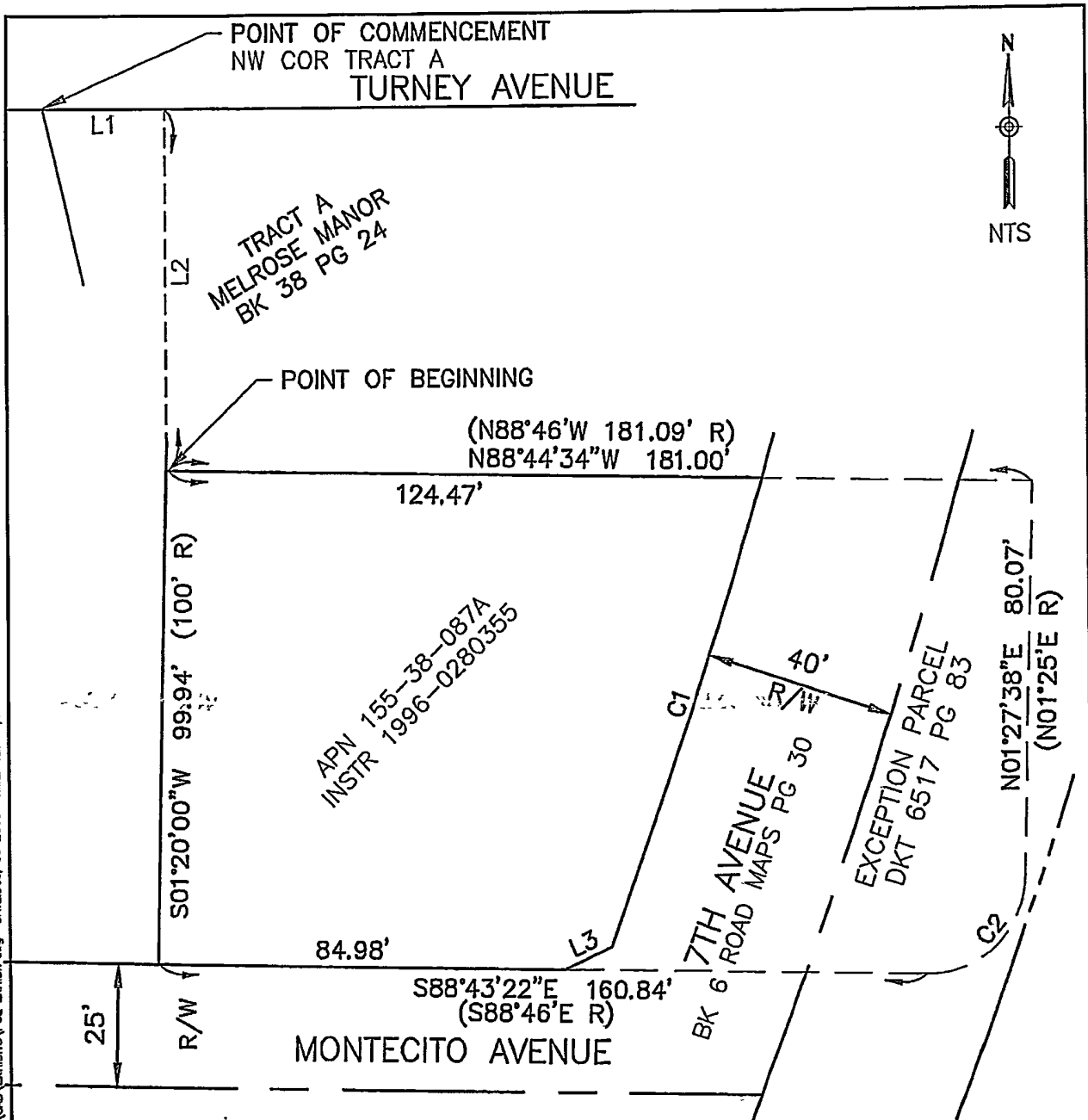
THENCE SOUTH 88 DEGREES 46 MINUTES EAST ALONG THE SOUTH LINE OF TRACT A TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 7,082 SQUARE FEET OR 0.163 ACRES OF LAND, MORE OR LESS.

THE AFORESAID PARCEL CONTAINING A GROSS COMPUTED AREA OF 18,001 SQUARE FEET OR 0.413 ACRES AND A NET COMPUTED AREA OF 10,919 SQUARE FEET OR 0.251 ACRES OF LAND, MORE OR LESS.

THE ATTACHED EXHIBIT 'A' IS TO BE INCLUDED AND MADE PART OF THIS DESCRIPTION.



F:\E\PROJECTS\2016\1116094 Cit Chl 7th Ave at Montecito\CAD\EXHIBITS\FCL EXHIBIT.dwg DATE: Dec 09 2016 TIME: 12:40 pm



PARCEL AREAS:
10,919 SF OR
0.251 ACRES

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.



Dibble
Engineering



Dibble Engineering
Project No 1116094

EXHIBIT "A"
APN 155-38-087A
A PORTION OF THE SE QUARTER SEC 19,
T2N, R3E, GILA & SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

DATE: DEC 2016
DRN: CSD
CHK: JPG

PAGE 3 OF 4

F:\PROJECTS\2016\1116094 Cit Chl 7th Ave at Montecito\CAD\EXHIBITS\POL EXHIBIT.dwg DATE: Dec, 09 2016 TIME: 12:36 pm

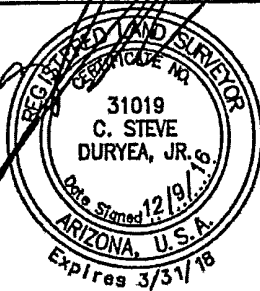
LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S88°40'00"E	457.97'
L2	S01°20'00"W	167.17'
L3	S65°20'00"W	10.77'

CURVE DATA TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	99.93'	1392.61'	4°06'41"
C2	31.35'	20.00'	89°49'00"

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.



Dibble
Engineering



Dibble Engineering
Project No 1116094

EXHIBIT "A"
APN 155-38-087A
A PORTION OF THE SE QUARTER SEC 19,
T2N, R3E, GILA & SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

DATE: DEC 2016
DRN: CSD
CHK: JPG

PAGE 4 OF 4

EXHIBIT B

DESCRIPTION AND/OR DEPICTION OF SIGN AND ACCESS EASEMENT AREA

LEGAL DESCRIPTION
FOR
SIGN AND ACCESS EASEMENT
PORTION OF APN 155-38-087A

A PARCEL OF LAND SITUATED IN A PORTION OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 3 EAST OF GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND BEING A PORTION OF TRACT A, MELROSE MANOR, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 38, PAGE 24 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN INSTRUMENT 1996-0280355, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 88 DEGREES 46 MINUTES 00 SECONDS EAST, ALONG AND WITH THE NORTH LINE OF SAID PARCEL, 35.84 FEET TO THE POINT OF BEGINNING;

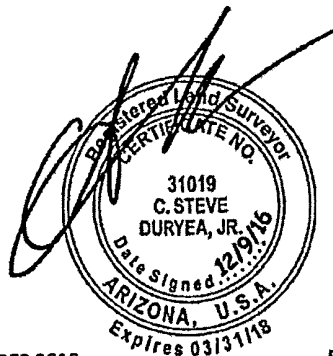
THENCE CONTINUING WITH SAID NORTH LINE, SOUTH 88 DEGREES 46 MINUTES 00 SECONDS EAST, 88.63 FEET TO THE WEST RIGHT OF WAY LINE OF 7TH AVENUE AS DEFINED IN BOOK 6 OF ROAD MAPS ON PAGE 30, SAID POINT LYING IN A NON-TANGENT CURVE HAVING A RADIUS OF 1392.61 FEET FROM WHICH THE CENTER THEREOF BEARS NORTH 73 DEGREES 21 MINUTES 41 SECONDS WEST;

THENCE IN A SOUTHWESTERLY DIRECTION, ALONG AND WITH SAID ARC, SAME BEING SAID WEST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 01 DEGREES 17 MINUTES 04 SECONDS, AN ARC LENGTH OF 31.22 FEET;

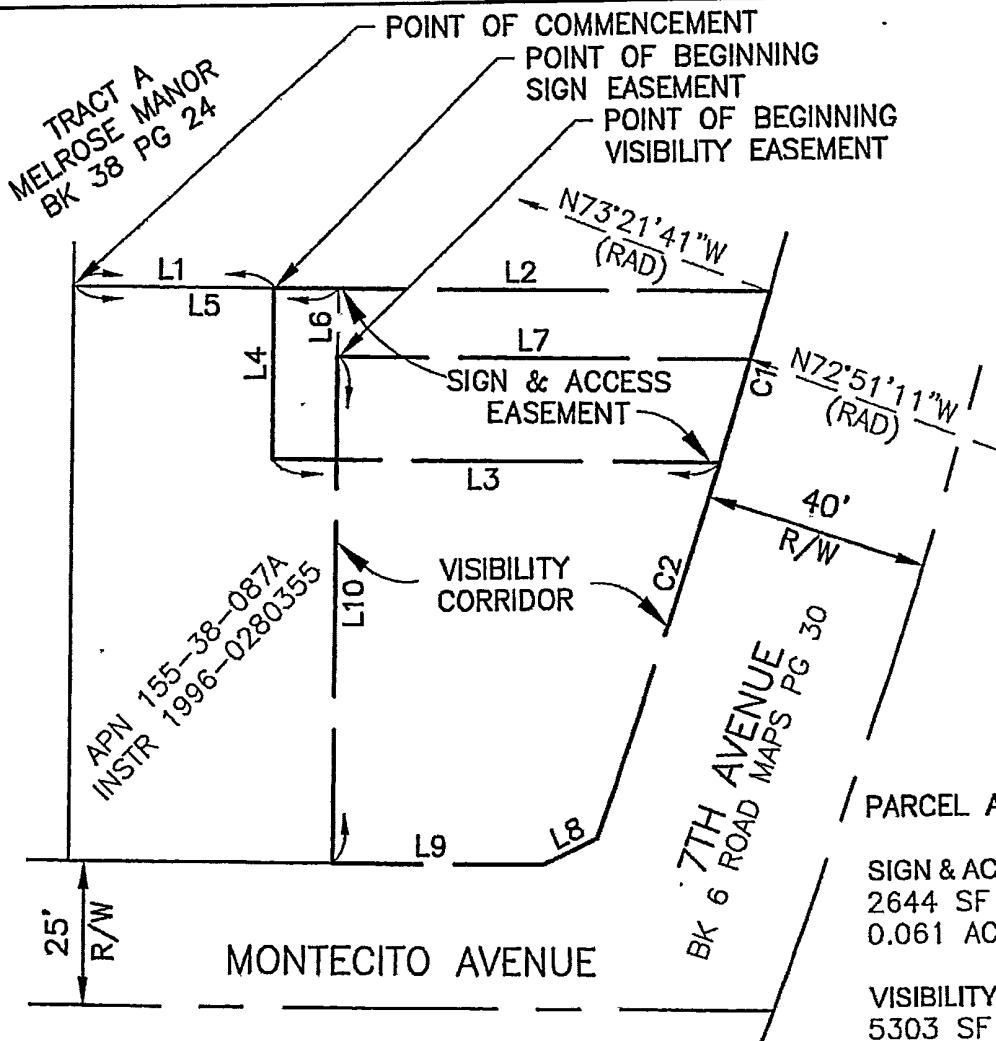
THENCE DEPARTING SAID RIGHT OF WAY LINE, NORTH 88 DEGREES 46 MINUTES 00 SECONDS WEST, 80 00 FEET;

THENCE NORTH 01 DEGREES 14 MINUTES 00 SECONDS EAST, 30.00 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 2,644 SQUARE FEET OR 0.061 ACRES OF LAND, MORE OR LESS.

THE ATTACHED EXHIBIT 'A' IS TO BE INCLUDED AND MADE PART OF THIS DESCRIPTION.



FILE:\PROJECTS\2016\1116094 - Chl 7th Ave at Montecito\CAD\EXHIBITS\ESMAY EXHIBIT.dwg DATE: Dec, 03 2016 TIME: 09:29 am



PARCEL AREAS:

SIGN & ACCESS EASEMENT:
2644 SF OR
0.061 ACRES

VISIBILITY CORRIDOR:
5303 SF OR
0.122 ACRES



NTS

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.



Dibble
Engineering



Dibble Engineering
Project No 1116094

EXHIBIT "A"

SIGN, ACCESS & VISIBILITY CORRIDOR
A PORTION OF THE SE QUARTER SEC 19,
T2N, R3E, GILA & SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

DATE: DEC 2016

DRN: CSD

CHK: BAR

PAGE 4 OF 5

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S88°46'00"E	35.84'
L2	S88°46'00"E	88.63'
L3	N88°46'00"W	80.00'
L4	N01°14'00"E	30.00'
L5	S88°46'00"E	47.11'
L6	S01°14'00"W	11.93'
L7	S88°46'00"E	74.02'
L8	S65°20'00"W	10.77'
L9	N88°43'22"W	37.77'
L10	N01°16'38"E	88.05'

CURVE DATA TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	31.22'	1392.61'	1°17'04"
C2	87.54'	1392.61'	3°36'05"

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.



Dibble
Engineering

Dibble Engineering
Project No 1116094

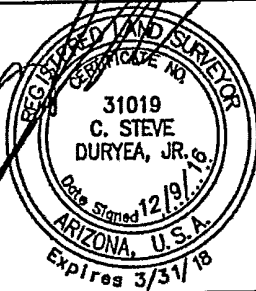


EXHIBIT "A"
SIGN, ACCESS & VISIBILITY CORRIDOR
A PORTION OF THE SE QUARTER SEC 19,
T2N, R3E, GILA & SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

DATE: DEC 2016
DRN: CSD
CHK: BAR

PAGE 5 OF 5

EXHIBIT C
DESCRIPTION OF VISIBILITY CORRIDOR

LEGAL DESCRIPTION
FOR
VISIBILITY CORRIDOR
PORTION OF APN 155-38-087A

A PARCEL OF LAND SITUATED IN A PORTION OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 3 EAST OF GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND BEING A PORTION OF TRACT A, MELROSE MANOR, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 38, PAGE 24 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN INSTRUMENT 1996-0280355, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 88 DEGREES 46 MINUTES 00 SECONDS EAST, ALONG AND WITH THE NORTH LINE OF SAID PARCEL, 47.11 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 01 DEGREES 14 MINUTES 00 SECONDS WEST, 11.93 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88 DEGREES 46 MINUTES 00 SECONDS EAST, 74.02 FEET TO THE WEST RIGHT OF WAY LINE OF 7TH AVENUE AS DEFINED IN BOOK 6 OF ROAD MAPS ON PAGE 30, SAID POINT LYING IN A NON-TANGENT CURVE HAVING A RADIUS OF 1392.61 FEET FROM WHICH THE CENTER THEREOF BEARS NORTH 72 DEGREES 51 MINUTES 11 SECONDS WEST;

THENCE IN A SOUTHWESTERLY DIRECTION, ALONG AND WITH SAID ARC, SAME BEING SAID WEST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 03 DEGREES 36 MINUTES 05 SECONDS, AN ARC LENGTH OF 87.54 FEET;

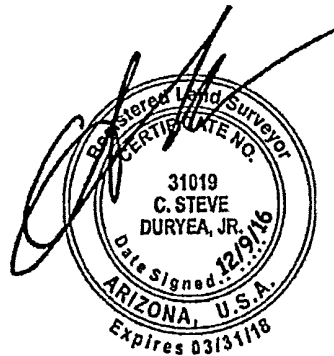
THENCE SOUTH 65 DEGREES 20 MINUTES 00 SECONDS WEST, 10.77 FEET TO THE NORTH RIGHT OF WAY LINE OF MONTECITO AVENUE;

THENCE ALONG AND WITH SAID NORTH RIGHT OF WAY LINE, NORTH 88 DEGREES 43 MINUTES 22 SECONDS WEST, 37.77 FEET;

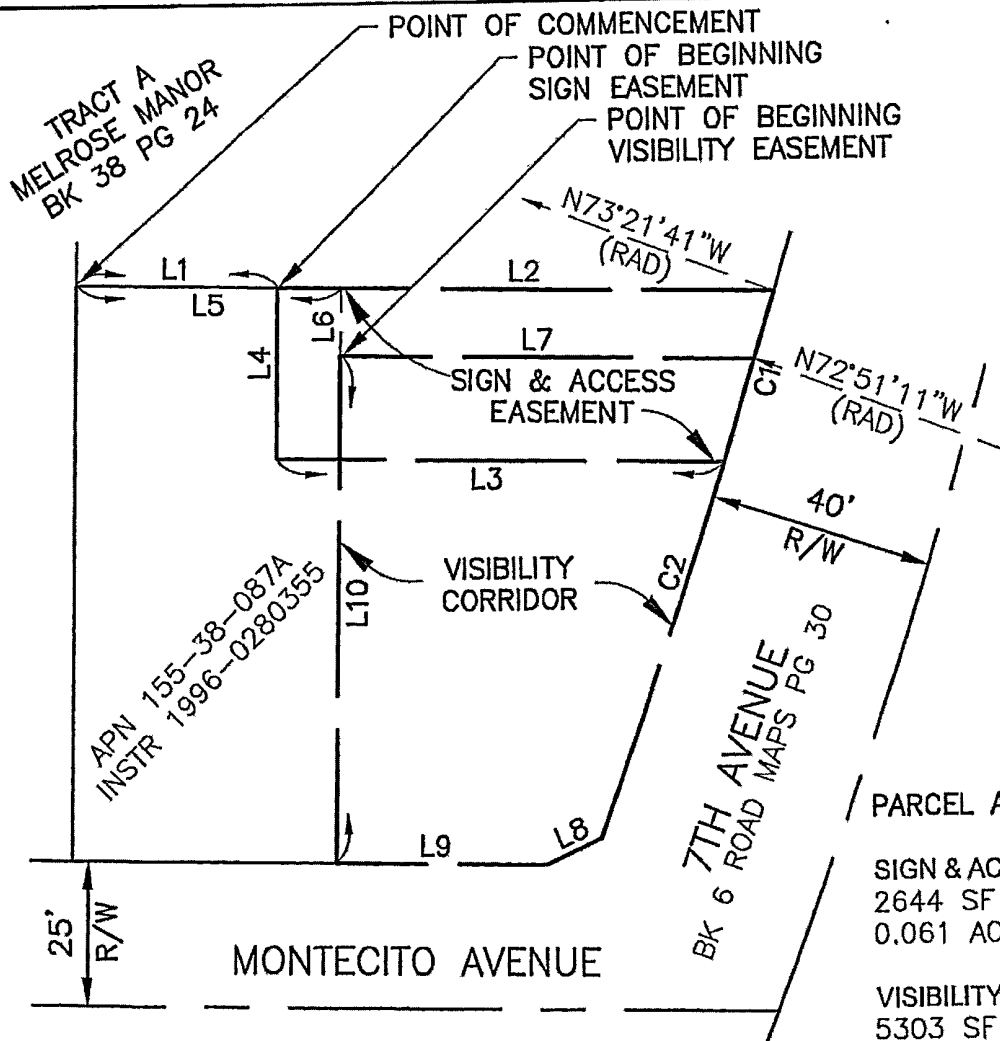
THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 01 DEGREES 16 MINUTES 38 SECONDS EAST, 88.05 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 5,303 SQUARE FEET OR 0.122 ACRES OF LAND, MORE OR LESS.

THE UPPER VERTICAL LIMIT OF THE AFORESAID PARCEL TO EXTEND FROM THE GROUND TO 10 FEET ABOVE GROUND AT THE SOUTH PARCEL LINE TO 18 FEET ABOVE GROUND AT THE NORTH EASEMENT LINE.

THE ATTACHED EXHIBIT 'A' IS TO BE INCLUDED AND MADE PART OF THIS DESCRIPTION.



FILE:\PROJECTS\2016\1116094 - Chl 7th Ave at Montecito\CAD\EXHIBITS\ESMANT EXHIBIT.dwg DATE: Dec. 09 2016 TIME: 09:29 am



PARCEL AREAS:

SIGN & ACCESS EASEMENT:
2644 SF OR
0.061 ACRES

VISIBILITY CORRIDOR:
5303 SF OR
0.122 ACRES



NTS

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.



Dibble
Engineering

Dibble Engineering
Project No 1116094

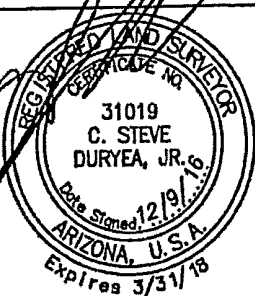


EXHIBIT "A"

SIGN, ACCESS & VISIBILITY CORRIDOR
A PORTION OF THE SE QUARTER SEC 19,
T2N, R3E, G1A & SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

DATE: DEC 2016

DRN: CSD

CHK: BAR

PAGE 4 OF 5

FILE:\PROJECTS\2016\1116094 Ctr Chn 7th Ave at Montecito\CAD\EXHIBITS\ESMANT EXHIBIT.dwg DATE: Dec, 09 2016 TIME: 08:12 am

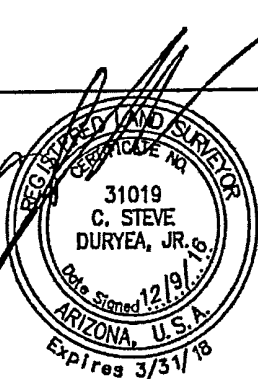
LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S88°46'00"E	35.84'
L2	S88°46'00"E	88.63'
L3	N88°46'00"W	80.00'
L4	N01°14'00"E	30.00'
L5	S88°46'00"E	47.11'
L6	S01°14'00"W	11.93'
L7	S88°46'00"E	74.02'
L8	S65°20'00"W	10.77'
L9	N88°43'22"W	37.77'
L10	N01°16'38"E	88.05'

CURVE DATA TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	31.22'	1392.61'	1°17'04"
C2	87.54'	1392.61'	3°36'05"

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.



Dibble
Engineering



Dibble Engineering
Project No 1116094

EXHIBIT "A"

SIGN, ACCESS & VISIBILITY CORRIDOR
A PORTION OF THE SE QUARTER SEC 19,
T2N, R3E, GILA & SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

DATE: DEC 2016
DRN: CSD
CHK: BAR

PAGE 5 OF 5

When recorded, return to:

Clear Channel Outdoor
Attn: Legal Department
2325 East Camelback, Suite 400
Phoenix, Arizona 85016

PERPETUAL EASEMENT AGREEMENT

THIS PERPETUAL EASEMENT AGREEMENT (this "Agreement") is made as of the 9th day of December, 2016 (the "Effective Date") by the CITY OF PHOENIX, an Arizona municipal corporation ("Grantor"), in favor of CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation ("Grantee"). Grantor and Grantee may be referred to herein, collectively, as the "Parties" and, each individually, as a "Party."

RECITALS

A. Grantor owns that certain real property described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Grantee wishes to acquire certain easements over, under, upon and across the Property, which easements will run with the land, and requires certain restrictions on the use of the Property in order to protect the value of said easements. Grantor is willing to grant such easements to Grantee and to impose such restrictions in connection therewith.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Sign Easement. Grantor hereby grants to Grantee and its grantees, successors and assigns a perpetual, exclusive easement (the "Sign Easement") for the construction, maintenance, repair, dismantling, removal, replacement, alteration, improvement, operation, (whether physically on-premise or via remotely changeable off-premise technology or other technology as shall be available to Grantee from time to time), illumination and use of outdoor advertising sign structures, appurtenances and related property and equipment (collectively, the "Billboard") over, under, upon and across that portion of the Property legally described and/or depicted on Exhibit B attached hereto and made a part hereof (the "Sign and Access Easement Area").

2. Access Easement. Grantor hereby grants to Grantee and its grantees, successors and assigns a perpetual, non-exclusive easement for vehicular and pedestrian ingress to and egress over, under, upon and across the Sign and Access Easement Area.

3. Utility Easement. Grantor hereby grants to Grantee and its grantees, successors and assigns a perpetual, non-exclusive easement for the installation, maintenance, repair, replacement and provision of utilities to service the Sign and Access Easement Area (the "Utility Easement") over, under, upon and across the entirety of the Property. Grantee may allow a public utility to use the Utility Easement to the same extent as Grantee. To the extent reasonably necessary for any use by Grantee or a public utility of the Utility Easement, Grantee, at Grantee's sole cost, may relocate or remove any signs, structures, plantings or improvements placed on the Property.

4. Restrictions. Grantor hereby imposes the following restrictions with respect to the Property:

4.1 It is the essence of this Agreement that Grantor will not, under penalty of damages and or injunctive relief, do or permit others to do the following:

(i) use, rent or lease any part of the Property and any adjacent property owned or controlled by Grantor, for the erection or maintenance of advertising signs or other advertising matter without in each instance obtaining Grantee's prior written approval, except that Grantor shall be permitted to install on the Property a commemorative plaque and park identification signage, so long as such plaque and signage do not include any third-party, commercial logos or other trademarks or violate any other restriction set forth herein, or

(ii) ~~make~~ or place any signs, structures, plantings or improvements whatsoever on the Property and adjacent property owned or controlled by Grantor which would obstruct, partially or entirely, the view of or lessen the advertising value of the Sign Easement or any sign structures constructed, or to be constructed, thereon of a similar size and in substantially the same location as the Billboard as exists on the Effective Date (the "Prohibition on View Obstructions"), or

(iii) install any signs, structures, plantings or improvements whatsoever within the View Corridor (as defined below), except as provided in Section 5 herein, or

(iv) install any signs, structures, plantings or improvements whatsoever within the Sign and Access Easement Area, including the portion that overlaps with the View Corridor, without the prior, written consent of Grantee, except that Grantor may place plantings within the Sign and Access Easement Area without the prior, written consent of Grantee so long as such plantings do not: (a) obstruct Grantee's access to the Billboard; (b) do not obstruct any access by any type of service vehicle; or (c) violate any other prohibition set forth herein, or

4.2 In the event any signs, structures, plantings or improvements are placed on the Property in violation of the restrictions set forth herein:

(i) in the case of: (a) offending signs, structures, plantings or other improvements within the Sign and Access Easement Area, or (b) offending signs, structures, or other improvements (but not plantings) outside the Sign and Access Easement Area that violate the Prohibition on View Obstructions, subject to the provisions of Section 5 herein, Grantee, in its sole and absolute discretion, is authorized immediately to fully or partially remove or trim any

such offending signs, structures, plantings or improvements at the cost and expense of Grantor; and

(ii) in the case of: (a) offending signs, structures, or other improvements outside the Sign and Access Easement Area that violate any other restriction set forth herein other than the Prohibition on View Obstructions, or (b) plantings outside the Sign and Access Easement Area that violate any restriction set forth herein, subject to the provisions of Section 5 herein, Grantee may provide to Grantor written notice thereof and, if the respective violation is not cured within thirty (30) days following Grantor's receipt of such notice, Grantee, in its sole and absolute discretion, is authorized immediately to fully or partially remove or trim any such offending signs, structures, plantings or improvements at the cost and expense of Grantor.

4.3 In the event that Grantee removes or trims any obstruction at Grantor's cost as provided herein, then Grantor shall pay to Grantee said costs and expenses, together with interest thereon at the rate of twelve (12%) percent per annum until paid in full, and the costs of collection, including reasonable attorney's fees.

5. View Corridor. Any provision of this Agreement to the contrary notwithstanding, Grantor, without the prior consent of Grantee, may place improvements or plantings within the area of the Property identified as the "View Corridor" on Exhibit C attached hereto and made a part hereof, except that portion of such area that overlaps with the Sign and Access Easement Area, provided that: (i) the highest part any such improvements, other than plantings, shall not exceed twelve (12) feet above grade; and (ii) any such permitted planting shall not when planted, or later be allowed to, exceed twelve (12) feet above grade. Plantings may be placed in the portion of the View Corridor that overlaps with the Sign and Access Easement Area only in accordance with Section 4.1(iv) herein. In the event any such improvement or planting exceeds such height limit, Grantee shall have all remedies set forth herein with respect to violations of the Prohibition on View Obstructions by improvements or plantings, as applicable.

6. Relocation. Grantee may relocate the Billboard within the Sign and Access Easement Area as necessary to accomplish the purposes of this Grant of Easements with Grantor's consent, which consent shall not be unreasonably withheld, conditioned, or delayed. If Grantee relocates the Billboard, subject to Grantor's consent, Grantee, at Grantee's sole cost, may relocate any signs, structures, plantings or improvements placed on the Property to any other reasonable location on the Property if necessary to protect the visibility of the Billboard.

7. Right of First Refusal. During the term of this Agreement, before Grantee may sell all of its rights hereunder (the "Easement Rights") to a third party, Grantee shall first offer the Easement Rights to Grantor on the same terms and conditions as are offered by the third party. Grantor shall have 10 days during which to accept said offer. If Grantor does not accept said offer within said period, Grantee shall be free to accept the third-party offer. Any provision of the foregoing to the contrary notwithstanding, Grantor's rights set forth in this section shall not apply to: (i) any lease, license, grant of easement, or similar transaction between Grantee and a third party; (ii) any assignment by Grantee to an affiliate, parent or subsidiary of Grantee; (iii) any assignment in connection with a merger involving Grantee; or (iv) any assignment in

connection with a sale by Grantee of substantially all of its assets in the Phoenix metropolitan area.

8. Additional Terms.

(a) Notwithstanding anything to the contrary herein, all provisions of this Agreement shall run with the land and are binding upon and shall inure to the benefit of the respective heirs, legal representatives, assigns, successors, and tenants of the Parties.

(b) Grantor shall be responsible for the payment of all ad valorem taxes, mechanic's or materialmen's liens assessed against the Property other than those that arise from the operation of the Billboard or Grantee's other operations on the Property, and Grantee shall be responsible for the payment of all taxes separately assessed against the easements granted hereunder (the "Easements") and the Billboard structure(s), and any licenses, fees, permits and similar charges which may be lawfully imposed upon Grantee for the use or operation of the Easements. If either Grantee or Grantor fails to pay the taxes or assessments for which it is responsible, the other Party shall have the right, but not the obligation, to pay such taxes and/or assessments on behalf of the Party responsible for such payments and to be reimbursed therefor on demand.

(c) If any portion of the Property is the subject of an offer of acquisition, is acquired, is taken or is threatened to be taken by condemnation or eminent domain or conveyance in lieu thereof, or a certificate of convenience or necessity is issued by a governmental or quasi-governmental entity or any other third party in connection with a governmental or quasi-governmental entity, then Grantee shall be entitled to seek compensation from such entity or third party, for the value of its total interest in and to the Easements and under this Agreement, including the revenues to be earned by Grantee from the Easements and the value of its property situated on the Easements, and the Grantor shall be entitled to seek compensation from such entity or third party for the value of its interest in and to the Property.

(d) Subject to the condition set forth in Section 6, Grantee shall have the right to assign or transfer, in whole or in part, every feature of Grantee's rights and obligations hereunder and to the Easements.

(e) This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of Arizona, as the same may from time to time exist without regard to conflict of laws provisions.

(f) If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

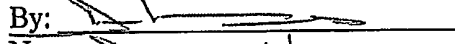
(g) If any legal action or proceeding arising out of or relating to this Agreement is brought by either Party, the prevailing Party shall be entitled to receive from the other Party, in addition to any other relief that may be granted, such prevailing Party's reasonable attorneys' fees, costs and other expenses incurred in the action or proceeding.

(h) Except for the Agreement by and between Grantor and Grantee dated as of December 9, 2016, this Agreement constitutes the entire agreement between Grantor and Grantee relating to the Easements, and any prior agreement, promises, negotiations, or representations not expressly set forth in this Agreement shall be of no force or effect. Any amendment to this Agreement shall be of no force or effect unless in writing and signed by the Parties.

IN WITNESS WHEREOF, this Agreement has been executed as of this 9th day of December 2016.

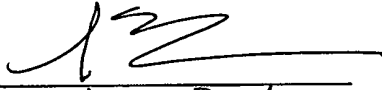
GRANTEE:

CLEAR CHANNEL OUTDOOR, INC.

By: 
Name: DIANE VERES
Its: REGIONAL PRESIDENT-SW

GRANTOR:

CITY OF PHOENIX, an Arizona municipal corporation,

By: 
Name: Inger Erickson
Its: Director

ATTEST:

By: _____
Name:
Its:

APPROVED AS TO FORM:


ACTING City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 9th day of December 2016, by Diane Veres, as SW Regional President of CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation, on behalf of the corporation, for the purposes set forth herein.

My Commission Expires: 7/14/2019



Notary Public



STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as _____ of CITY OF PHOENIX, an Arizona municipal corporation, on behalf of the corporation, for the purposes set forth herein.

My Commission Expires:

Notary Public

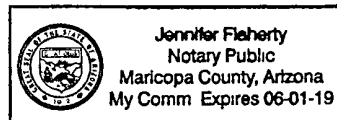
STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 8 day of May, 2017, by Inger Erickson, as Parks Director of CITY OF PHOENIX, an Arizona municipal corporation, on behalf of the corporation, for the purposes set forth herein.

My Commission Expires: 6-1-19



Notary Public



STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as City Attorney of CITY OF PHOENIX, an Arizona municipal corporation, on behalf of the corporation, for the purposes set forth herein.

My Commission Expires:

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION
FOR
APN 155-38-087A

THAT PORTION OF TRACT A, MELROSE MANOR, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 38, PAGE 24 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID TRACT A, RUN SOUTH 88 DEGREES 40 MINUTES EAST, 457.97 FEET TO A POINT FROM WHICH THE NORTHEAST CORNER OF SAID TRACT A BEARS SOUTH 88 DEGREES 40 MINUTES EAST, 181.63 FEET;

THENCE SOUTH 1 DEGREE 20 MINUTES WEST, 167.17 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED, BEING THE NORTHWEST CORNER THEREOF;

THENCE SOUTH 1 DEGREE 20 MINUTES WEST, 100.00 FEET;

THENCE SOUTH 88 DEGREES 46 MINUTES EAST, ALONG THE SOUTH LINE OF SAID TRACT A, 160.84 FEET;

THENCE ALONG A CURVE TO THE LEFT, TANGENT TO SAID LAST MENTIONED LINE, WITH A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 89 DEGREES 49 MINUTES AND A LENGTH OF 31.35 FEET;

THENCE NORTH 1 DEGREE 25 MINUTES EAST ALONG THE EAST LINE OF SAID TRACT A, 80.07 FEET;

THENCE NORTH 88 DEGREES 46 MINUTES WEST 181.09 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PORTION:

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SEVENTH AVENUE AS ESTABLISHED BY INSTRUMENT RECORDED IN DOCKET 15 AT PAGES 79, 80 AND 81, AND AS SHOWN ON THE ROAD MAP RECORDED IN BOOK 6 OF ROAD MAPS AT PAGE 30, RECORDS OF MARICOPA COUNTY, ARIZONA, WITH THE SOUTH LINE OF TRACT A;

THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE, TO A POINT THEREON WHICH IS 170.90 FEET SOUTHERLY OF THE INTERSECTION OF SAID RIGHT-OF-WAY LINE WITH THE NORTH LINE OF TRACT A, AS MEASURED ALONG SAID RIGHT-OF-WAY LINE;

THENCE NORTH 88 DEGREES 46 MINUTES WEST, ALONG THE NORTH LINE OF THE TRACT OF LAND DESCRIBED IN DOCKET 140 AT PAGE 43, RECORDS OF SAID COUNTY, TO A LINE WHICH IS PARALLEL AND CONCENTRIC WITH AND 7 FEET DISTANT FROM SAID WEST RIGHT-OF-WAY LINE, AS MEASURED AT RIGHT ANGLES THERETO;

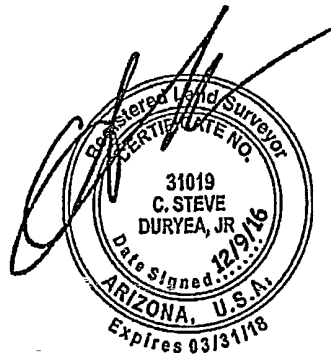
THENCE SOUTHWESTERLY ALONG SAID PARALLEL AND CONCENTRIC LINE TO A POINT THEREON WHICH IS 5 FEET NORTHERLY OF THE INTERSECTION THEREOF WITH THE SOUTH LINE OF TRACT A, AS MEASURED ALONG SAID PARALLEL AND CONCENTRIC LINE;

THENCE SOUTHWESTERLY TO A POINT ON THE SOUTH LINE OF TRACT A WHICH IS 8 FEET WESTERLY OF SAID POINT OF INTERSECTION;

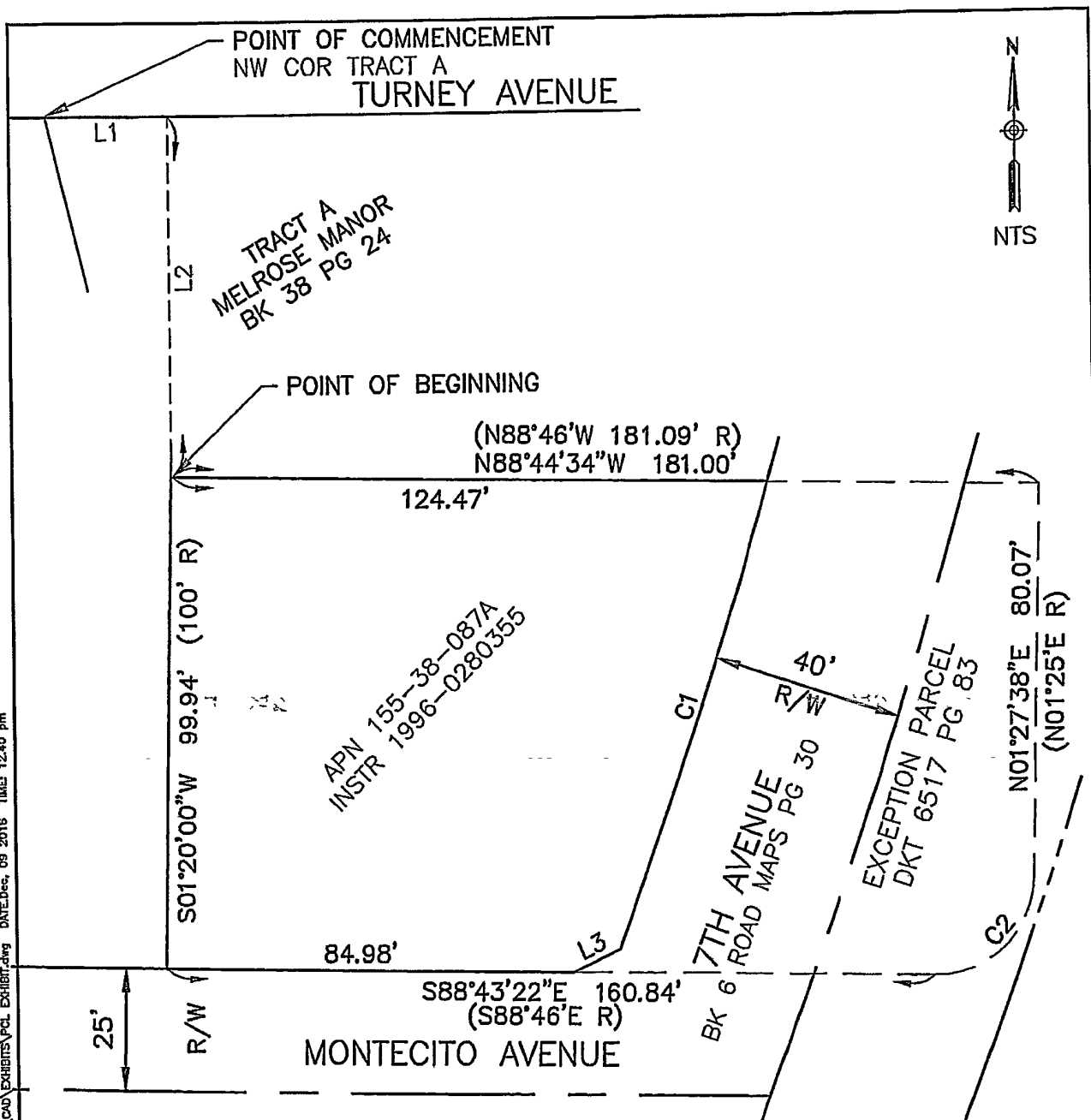
THENCE SOUTH 88 DEGREES 46 MINUTES EAST ALONG THE SOUTH LINE OF TRACT A TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 7,082 SQUARE FEET OR 0.163 ACRES OF LAND, MORE OR LESS.

THE AFORESAID PARCEL CONTAINING A GROSS COMPUTED AREA OF 18,001 SQUARE FEET OR 0.413 ACRES AND A NET COMPUTED AREA OF 10,919 SQUARE FEET OR 0.251 ACRES OF LAND, MORE OR LESS.

THE ATTACHED EXHIBIT 'A' IS TO BE INCLUDED AND MADE PART OF THIS DESCRIPTION.



FILE:\PROJECTS\2016\1116094_Civ Civil 7th Ave at Montecito\CAD\EXHIBITS\PLC EXHIBIT.dwg DATE: Dec, 09 2016 TIME: 12:40 pm



PARCEL AREAS:
10,919 SF OR
0.251 ACRES

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.



**Dibble
Engineering**

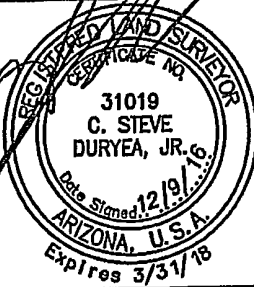


EXHIBIT "A"

APN 155-38-087A

A PORTION OF THE SE QUARTER SEC 19,
T2N, R3E, GILA & SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

Dibble Engineering
Project No 1116094

DATE: DEC 2016

DRN: CSD

CHK: JPG

PAGE 3 OF 4

FILED:\PROJECTS\2016\1116094 Chrt 7th Ave at Montecito\CAD\EXHIBITS\PC1 EXHIBIT.dwg DATE: Dec, 09 2016 TIME: 12:36 pm

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S88°40'00"E	457.97'
L2	S01°20'00"W	167.17'
L3	S65°20'00"W	10.77'

CURVE DATA TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	99.93'	1392.61'	4°06'41"
C2	31.35'	20.00'	89°49'00"

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.



Dibble
Engineering



Dibble Engineering
Project No 1116094

EXHIBIT "A"
APN 155-38-087A
A PORTION OF THE SE QUARTER SEC 19,
T2N, R3E, GILA & SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

DATE: DEC 2016
DRN: CSD
CHK: JPG

PAGE 4 OF 4

EXHIBIT B

DESCRIPTION AND/OR DEPICTION OF SIGN AND ACCESS EASEMENT AREA

LEGAL DESCRIPTION
FOR
SIGN AND ACCESS EASEMENT
PORTION OF APN 155-38-087A

A PARCEL OF LAND SITUATED IN A PORTION OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 3 EAST OF GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND BEING A PORTION OF TRACT A, MELROSE MANOR, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 38, PAGE 24 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN INSTRUMENT 1996-0280355, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 88 DEGREES 46 MINUTES 00 SECONDS EAST, ALONG AND WITH THE NORTH LINE OF SAID PARCEL, 35.84 FEET TO THE POINT OF BEGINNING;

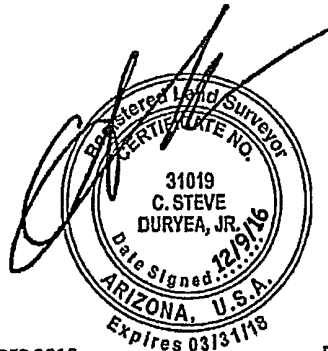
THENCE CONTINUING WITH SAID NORTH LINE, SOUTH 88 DEGREES 46 MINUTES 00 SECONDS EAST, 88.63 FEET TO THE WEST RIGHT OF WAY LINE OF 7TH AVENUE AS DEFINED IN BOOK 6 OF ROAD MAPS ON PAGE 30, SAID POINT LYING IN A NON-TANGENT CURVE HAVING A RADIUS OF 1392.61 FEET FROM WHICH THE CENTER THEREOF BEARS NORTH 73 DEGREES 21 MINUTES 41 SECONDS WEST;

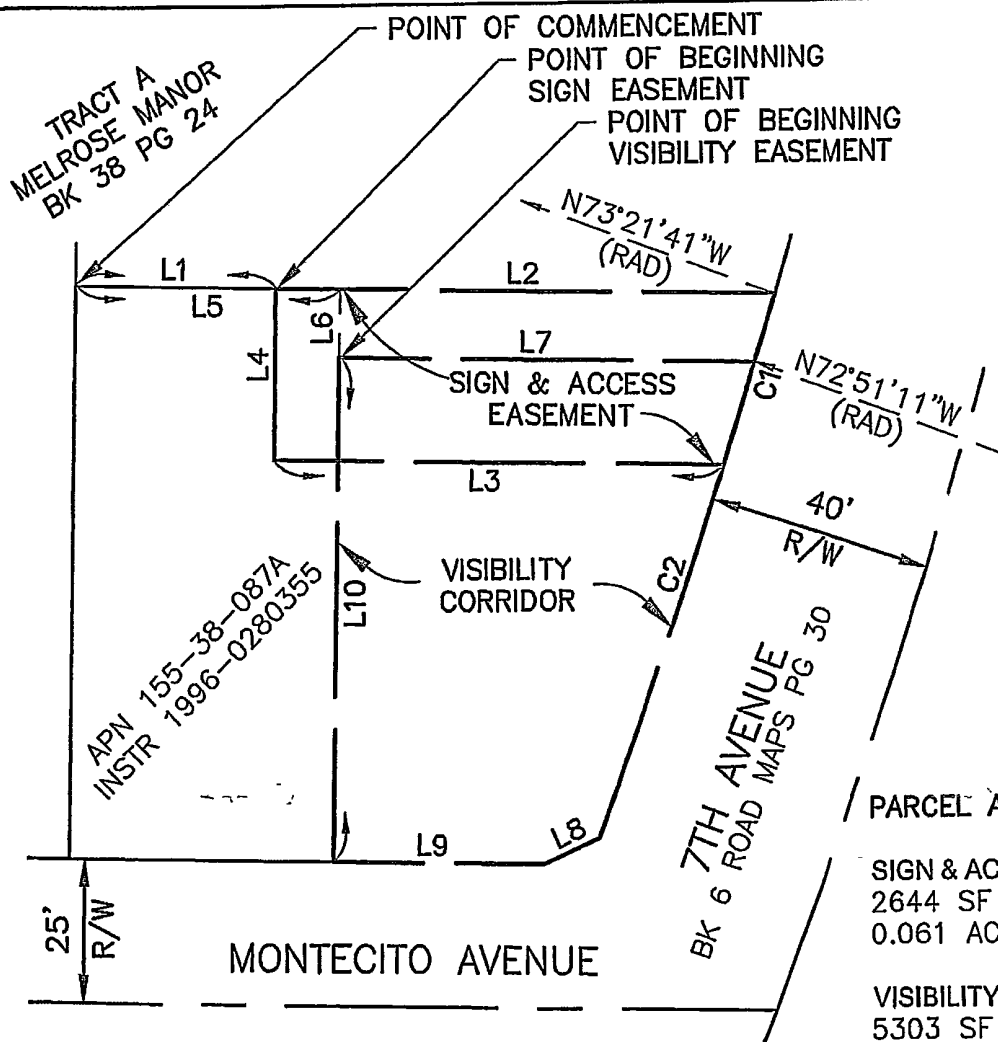
THENCE IN A SOUTHWESTERLY DIRECTION, ALONG AND WITH SAID ARC, SAME BEING SAID WEST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 01 DEGREES 17 MINUTES 04 SECONDS, AN ARC LENGTH OF 31.22 FEET;

THENCE DEPARTING SAID RIGHT OF WAY LINE, NORTH 88 DEGREES 46 MINUTES 00 SECONDS WEST, 80.00 FEET;

THENCE NORTH 01 DEGREES 14 MINUTES 00 SECONDS EAST, 30.00 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 2,644 SQUARE FEET OR 0.061 ACRES OF LAND, MORE OR LESS.

THE ATTACHED EXHIBIT 'A' IS TO BE INCLUDED AND MADE PART OF THIS DESCRIPTION.





PARCEL AREAS:

SIGN & ACCESS EASEMENT:
2644 SF OR
0.061 ACRES

VISIBILITY CORRIDOR:
5303 SF OR
0.122 ACRES

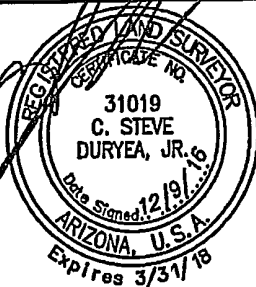


NTS

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.



Dibble
Engineering



Dibble Engineering
Project No 1116094

EXHIBIT "A"

SIGN, ACCESS & VISIBILITY CORRIDOR
A PORTION OF THE SE QUARTER SEC 19,
T2N, R3E, GILA & SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

DATE: DEC 2016

DRN: CSD

CHK: BAR

PAGE 4 OF 5

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S88°46'00"E	35.84'
L2	S88°46'00"E	88.63'
L3	N88°46'00"W	80.00'
L4	N01°14'00"E	30.00'
L5	S88°46'00"E	47.11'
L6	S01°14'00"W	11.93'
L7	S88°46'00"E	74.02'
L8	S65°20'00"W	10.77'
L9	N88°43'22"W	37.77'
L10	N01°16'38"E	88.05'

CURVE DATA TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	31.22'	1392.61'	1°17'04"
C2	87.54'	1392.61'	3°36'05"

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.



Dibble
Engineering



Dibble Engineering
Project No 1116094

EXHIBIT "A"

SIGN, ACCESS & VISIBILITY CORRIDOR
A PORTION OF THE SE QUARTER SEC 19,
T2N, R3E, GILA & SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

DATE: DEC 2016
DRN: CSD
CHK: BAR

PAGE 5 OF 5

EXHIBIT C
DESCRIPTION OF VISIBILITY CORRIDOR

2018

**LEGAL DESCRIPTION
FOR
VISIBILITY CORRIDOR
PORTION OF APN 155-38-087A**

A PARCEL OF LAND SITUATED IN A PORTION OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 3 EAST OF GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND BEING A PORTION OF TRACT A, MELROSE MANOR, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 38, PAGE 24 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN INSTRUMENT 1996-0280355, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 88 DEGREES 46 MINUTES 00 SECONDS EAST, ALONG AND WITH THE NORTH LINE OF SAID PARCEL, 47.11 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 01 DEGREES 14 MINUTES 00 SECONDS WEST, 11.93 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88 DEGREES 46 MINUTES 00 SECONDS EAST, 74.02 FEET TO THE WEST RIGHT OF WAY LINE OF 7TH AVENUE AS DEFINED IN BOOK 6 OF ROAD MAPS ON PAGE 30, SAID POINT LYING IN A NON-TANGENT CURVE HAVING A RADIUS OF 1392.61 FEET FROM WHICH THE CENTER THEREOF BEARS NORTH 72 DEGREES 51 MINUTES 11 SECONDS WEST;

THENCE IN A SOUTHWESTERLY DIRECTION, ALONG AND WITH SAID ARC, SAME BEING SAID WEST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 03 DEGREES 36 MINUTES 05 SECONDS, AN ARC LENGTH OF 87.54 FEET;

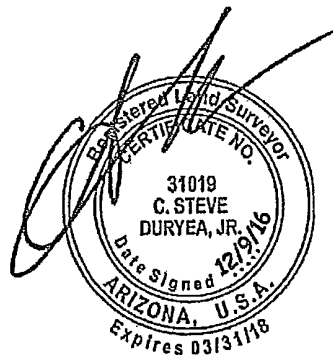
THENCE SOUTH 65 DEGREES 20 MINUTES 00 SECONDS WEST, 10.77 FEET TO THE NORTH RIGHT OF WAY LINE OF MONTECITO AVENUE;

THENCE ALONG AND WITH SAID NORTH RIGHT OF WAY LINE, NORTH 88 DEGREES 43 MINUTES 22 SECONDS WEST, 37.77 FEET;

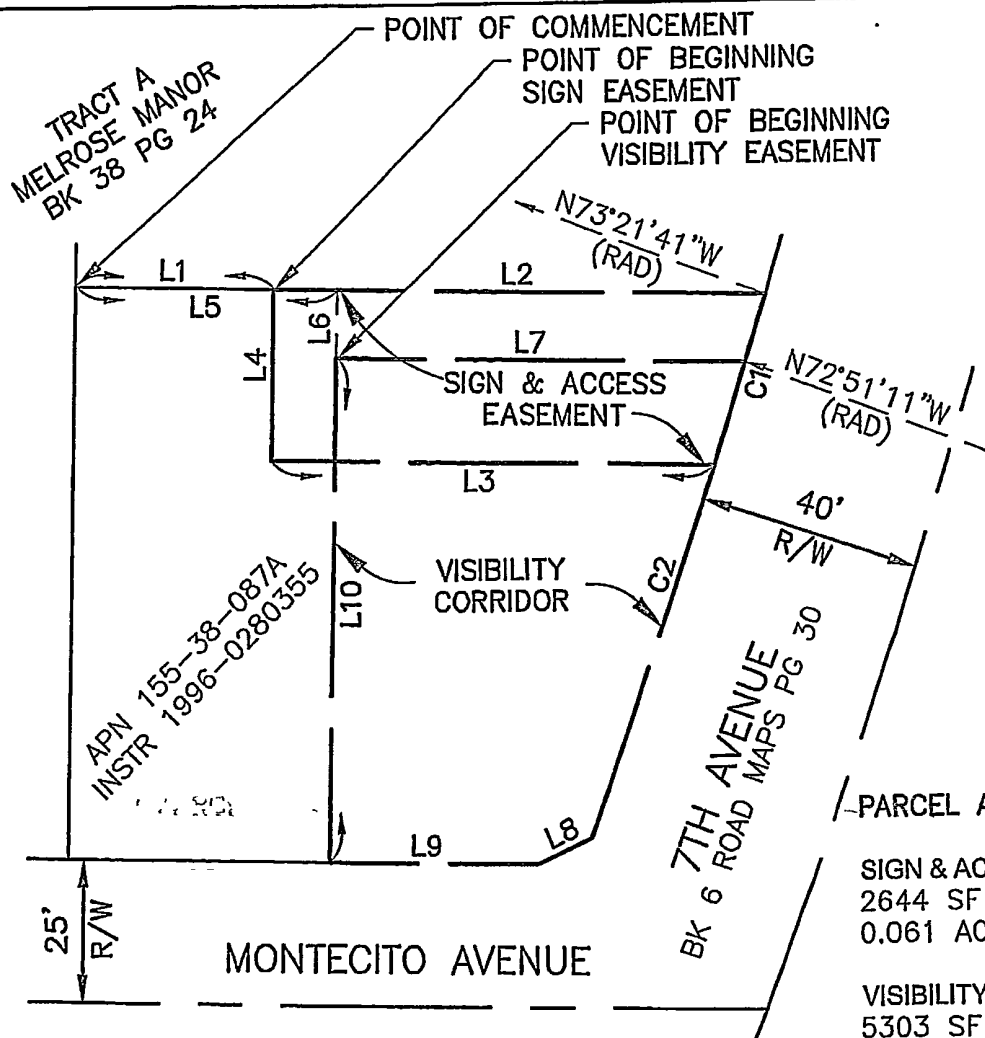
THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 01 DEGREES 16 MINUTES 38 SECONDS EAST, 88.05 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 5,303 SQUARE FEET OR 0.122 ACRES OF LAND, MORE OR LESS.

THE UPPER VERTICAL LIMIT OF THE AFORESAID PARCEL TO EXTEND FROM THE GROUND TO 10 FEET ABOVE GROUND AT THE SOUTH PARCEL LINE TO 18 FEET ABOVE GROUND AT THE NORTH EASEMENT LINE.

THE ATTACHED EXHIBIT 'A' IS TO BE INCLUDED AND MADE PART OF THIS DESCRIPTION.



F:\E\PROJECTS\2016\1116094 Ctr Chnl 7th Ave at Montecito\CAD\EXHIBITS\ESMNT EXHIBIT.dwg DATE: Dec, 09 2016 TIME: 09:29 am



PARCEL AREAS:

SIGN & ACCESS EASEMENT:
2644 SF OR
0.061 ACRES

VISIBILITY CORRIDOR:
5303 SF OR
0.122 ACRES



NTS

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.



Dibble
Engineering



Dibble Engineering
Project No 1116094

EXHIBIT "A"

SIGN, ACCESS & VISIBILITY CORRIDOR
A PORTION OF THE SE QUARTER SEC 19,
T2N, R3E, GILA & SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

DATE: DEC 2016

DRN: CSD

CHK: BAR

PAGE 4 OF 5

FILED:\PROJECTS\2016\1116094 Cit Chnl 7th Ave at Montecito\CAD\EXHIBITS\ESMANT EXHIBIT.dwg DATE: Dec, 09 2016 TIME: 08:12 am

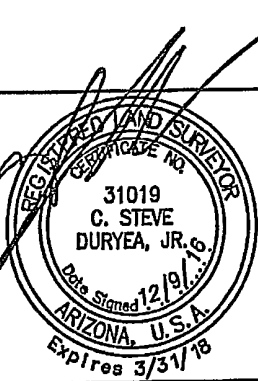
LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S88°46'00"E	35.84'
L2	S88°46'00"E	88.63'
L3	N88°46'00"W	80.00'
L4	N01°14'00"E	30.00'
L5	S88°46'00"E	47.11'
L6	S01°14'00"W	11.93'
L7	S88°46'00"E	74.02'
L8	S65°20'00"W	10.77'
L9	N88°43'22"W	37.77'
L10	N01°16'38"E	88.05'

CURVE DATA TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	31.22'	1392.61'	1°17'04"
C2	87.54'	1392.61'	3°36'05"

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.



Dibble
Engineering



Dibble Engineering
Project No 1116094

EXHIBIT "A"

SIGN, ACCESS & VISIBILITY CORRIDOR
A PORTION OF THE SE QUARTER SEC 19,
T2N, R3E, GILA & SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

DATE: DEC 2016
DRN: CSD
CHK: BAR

PAGE 5 OF 5

requirement of further action of any party. Title shall revert in Grantor in the manner in which title was originally conveyed by Grantor, and, at Grantee's sole cost, without and free of any intervening liens or interests of any kind, type or nature.

Grantee may convey title to the Property back to Grantor at any time, provided that Grantee, at Grantee's sole cost, shall convey title to Grantor in the manner in which title was originally conveyed by Grantor, and free of any intervening liens, leases, occupants, or interests of any kind, type or nature.

Grantee, by its acceptance hereof, agrees to execute such other and further documents at the time of the Reversion, if any, to evidence the reversioning of title to the Property in and to Grantor. However, such obligation shall not affect the Reversionary right of Grantor which shall, to the fullest extent permitted by law, cause fee simple title to the Property to revert to and revert in Grantor without further action of any party if Grantor delivers the above-described Reversion Notice in the event of the uncured failure of the Condition Subsequent.

None of the Grantee Parties will do, or permit others, other than the Grantor Parties, to do, the following (collectively, the "Use Restrictions"): (i) use, rent or lease any part of the Property for the erection or maintenance of off-premise advertising signs or other off-premise advertising matter, without in each instance obtaining Grantor's prior written approval, except that Grantee shall be permitted to install on the Property a commemorative plaque and park identification signage, so long as such plaque and signage do not include any third-party, commercial logos or other trademarks or violate any other restriction set forth herein or in any other agreement between Grantor and Grantee; or (ii) make any plantings or improvements whatsoever on the Property that would obstruct, partially or entirely, the view of, or lessen the advertising value of, the outdoor advertising structures (including any replacements thereof of a similar size and in substantially the same location as exists on the date of this Deed) operated by Grantor on the Property, except as may be permitted by any other recorded agreement between Grantor and Grantee.

Dated to be effective as of DEC 9, 2016.

GRANTOR:

CLEAR CHANNEL OUTDOOR, INC.

By: 

Name:

Diane Neels

Its:

REGIONAL PRESIDENT

GRANTEE:

CITY OF PHOENIX, an Arizona municipal corporation,

By: 

Name:

Inger Erickson

Its:

Director

144968-SWD-0

When recorded, return to:

EXEMPT-- NO AFFIDAVIT NECESSARY -- SEE A.R.S. § 11-1134(A)(3)

**SPECIAL WARRANTY DEED WITH CONDITION, REVERSION
AND USE RESTRICTIONS**

For the consideration of Ten Dollars and other valuable consideration, CLEAR CHANNEL OUTDOOR, a Delaware corporation ("Grantor"), conveys, subject to the Reversion set forth below, to the CITY OF PHOENIX, an Arizona municipal corporation ("Grantee"), the following described real property:

See Exhibit A attached to and incorporated in this Special Warranty Deed by this reference (the "Property").

SUBJECT TO: all taxes, other assessments, reservations in patents, easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, liabilities, other matters as may appear of record, and such items which a survey or inspection of the Property would reveal, and the Reversion (as defined below).

Grantor hereby binds itself and its successors to warrant and defend the title to the Property as against all acts of Grantor and no other, subject to the matters above set forth.

Grantee, by its acceptance of this instrument, hereby acknowledges the existence of the Reversion and the use restrictions contained in this instrument.

The conveyances made hereunder, and the estate of Grantee in and to the Property, are subject to the Condition Subsequent (herein so called) that Grantee, Grantee's successors and their respective assignees, tenants, licensees, invitees and guests and any other third parties with a right to use any portion of the Property (collectively, the "Grantee Parties"), excluding Grantor and Grantor's successors and their respective tenants, licensees, invitees and guests (collectively, the "Grantor Parties"), shall: (i) use the Property only as a non-commercial Mini-park and/or non-commercial gathering place (the "Permitted Use") and maintain the Property in accordance with City of Phoenix Department of Parks and Recreation mini-park standards; and (ii) shall use the Property only in accordance with the Use Restrictions (as defined below). If the Property is used for any other use other than the Permitted Use, if the Grantee Parties fail to keep the Property in the condition required, or if the Grantee Parties fail to comply with the Use Restrictions, Grantor may provide to Grantee written notice thereof and, if the respective violation is not cured within thirty (30) days following Grantee's receipt of such notice, this instrument shall be null and void and title to the Property shall revert in Grantor (the "Reversion"), immediately upon further notice (the "Reversion Notice") from Grantor to Grantee or Grantee's successor without the

My Commission Expires:

Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as City Attorney of CITY OF PHOENIX, an Arizona municipal corporation, on behalf of the corporation, for the purposes set forth herein.

My Commission Expires:

Notary Public

**EXHIBIT A TO
SPECIAL WARRANTY DEED
LEGAL DESCRIPTION OF PROPERTY**

LEGAL DESCRIPTION
FOR
APN 155-38-087A

THAT PORTION OF TRACT A, MELROSE MANOR, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 38, PAGE 24 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID TRACT A, RUN SOUTH 88 DEGREES 40 MINUTES EAST, 457.97 FEET TO A POINT FROM WHICH THE NORTHEAST CORNER OF SAID TRACT A BEARS SOUTH 88 DEGREES 40 MINUTES EAST, 181.63 FEET;

THENCE SOUTH 1 DEGREE 20 MINUTES WEST, 167.17 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED, BEING THE NORTHWEST CORNER THEREOF;

THENCE SOUTH 1 DEGREE 20 MINUTES WEST, 100.00 FEET;

THENCE SOUTH 88 DEGREES 46 MINUTES EAST, ALONG THE SOUTH LINE OF SAID TRACT A, 160.84 FEET;

THENCE ALONG A CURVE TO THE LEFT, TANGENT TO SAID LAST MENTIONED LINE, WITH A RADIUS OF 20 00 FEET AND A CENTRAL ANGLE OF 89 DEGREES 49 MINUTES AND A LENGTH OF 31.35 FEET;

THENCE NORTH 1 DEGREE 25 MINUTES EAST ALONG THE EAST LINE OF SAID TRACT A, 80.07 FEET;

THENCE NORTH 88 DEGREES 46 MINUTES WEST 181.09 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PORTION:

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SEVENTH AVENUE AS ESTABLISHED BY INSTRUMENT RECORDED IN DOCKET 15 AT PAGES 79, 80 AND 81, AND AS SHOWN ON THE ROAD MAP RECORDED IN BOOK 6 OF ROAD MAPS AT PAGE 30, RECORDS OF MARICOPA COUNTY, ARIZONA, WITH THE SOUTH LINE OF TRACT A;

THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE, TO A POINT THEREON WHICH IS 170.90 FEET SOUTHERLY OF THE INTERSECTION OF SAID RIGHT-OF-WAY LINE WITH THE NORTH LINE OF TRACT A, AS MEASURED ALONG SAID RIGHT-OF-WAY LINE;

THENCE NORTH 88 DEGREES 46 MINUTES WEST, ALONG THE NORTH LINE OF THE TRACT OF LAND DESCRIBED IN DOCKET 140 AT PAGE 43, RECORDS OF SAID COUNTY, TO A LINE WHICH IS PARALLEL AND CONCENTRIC WITH AND 7 FEET DISTANT FROM SAID WEST RIGHT-OF-WAY LINE, AS MEASURED AT RIGHT ANGLES THERETO;

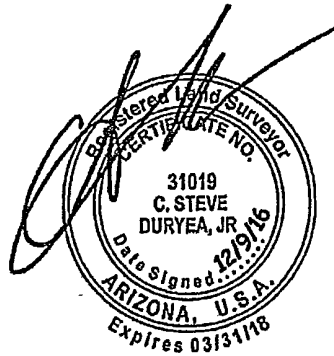
THENCE SOUTHWESTERLY ALONG SAID PARALLEL AND CONCENTRIC LINE TO A POINT THEREON WHICH IS 5 FEET NORTHERLY OF THE INTERSECTION THEREOF WITH THE SOUTH LINE OF TRACT A, AS MEASURED ALONG SAID PARALLEL AND CONCENTRIC LINE;

THENCE SOUTHWESTERLY TO A POINT ON THE SOUTH LINE OF TRACT A WHICH IS 8 FEET WESTERLY OF SAID POINT OF INTERSECTION;

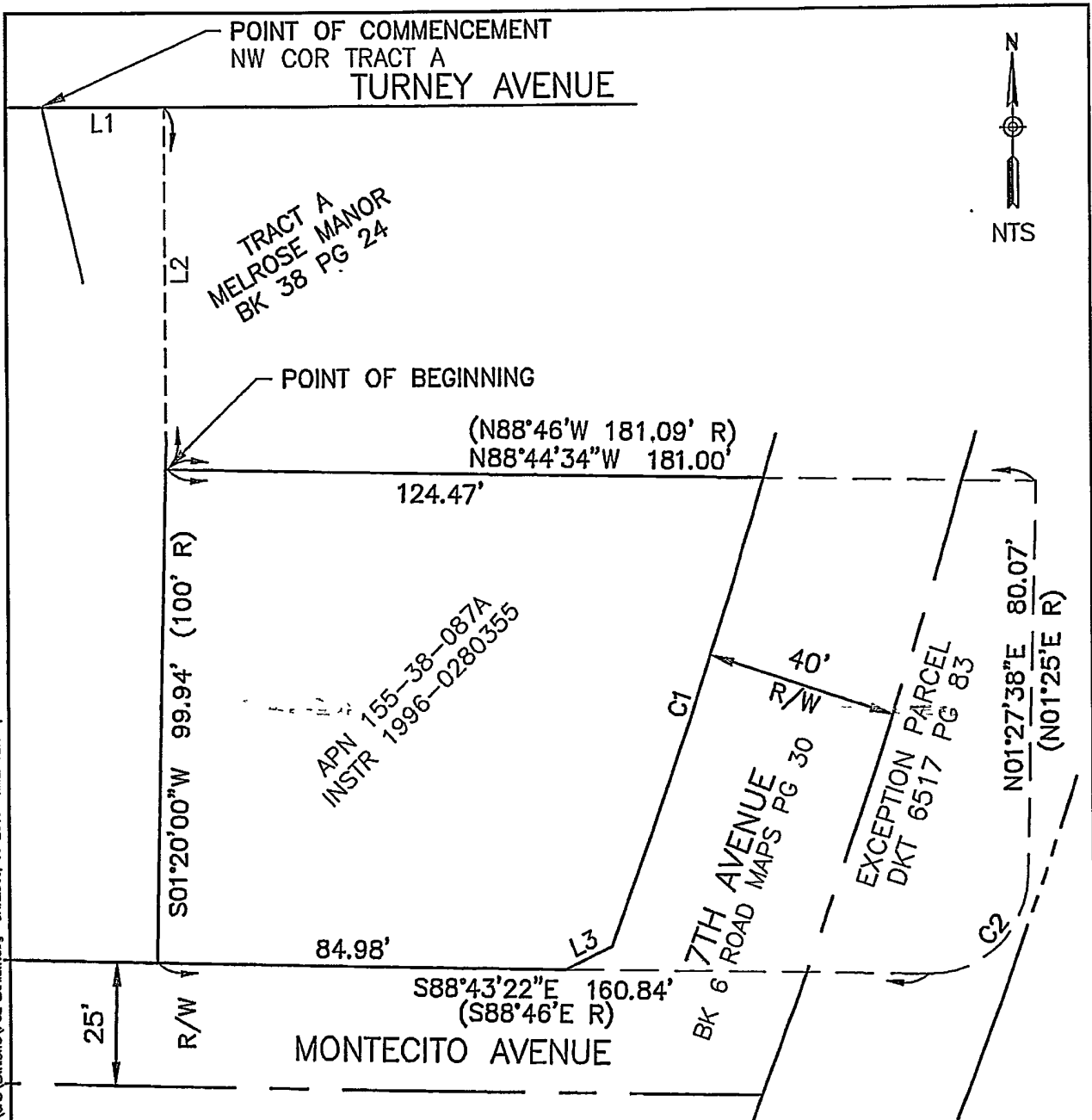
THENCE SOUTH 88 DEGREES 46 MINUTES EAST ALONG THE SOUTH LINE OF TRACT A TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 7,082 SQUARE FEET OR 0.163 ACRES OF LAND, MORE OR LESS.

THE AFORESAID PARCEL CONTAINING A GROSS COMPUTED AREA OF 18,001 SQUARE FEET OR 0.413 ACRES AND A NET COMPUTED AREA OF 10,919 SQUARE FEET OR 0.251 ACRES OF LAND, MORE OR LESS.

THE ATTACHED EXHIBIT 'A' IS TO BE INCLUDED AND MADE PART OF THIS DESCRIPTION.



FILE:\PROJECTS\2016\1116094_Cir Chnd 7th Ave at Montecito\CAO EXHIBITS\PL EXHIBIT.dwg DATE: Dec, 08 2016 TIME: 12:40 pm

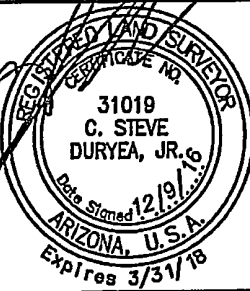


PARCEL AREAS:
10,919 SF OR
0.251 ACRES

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.



Dibble
Engineering



Dibble Engineering
Project No 1116094

EXHIBIT "A"
APN 155-38-087A
A PORTION OF THE SE QUARTER SEC 19,
T2N, R3E, GILA & SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

DATE: DEC 2016
DRN: CSD
CHK: JPG

PAGE 3 OF 4

FILE:\PROJECTS\2016\1116094 Clr Chnl 7th Ave at Montecito\CD\EXHIBITS\POL EXHIBIT.dwg DATE: Dec, 09 2016 TIME: 12:36 pm

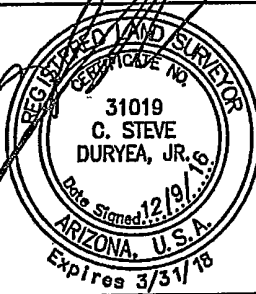
LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S88°40'00"E	457.97'
L2	S01°20'00"W	167.17'
L3	S65°20'00"W	10.77'

CURVE DATA TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	99.93'	1392.61'	4°06'41"
C2	31.35'	20.00'	89°49'00"

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.



Dibble
Engineering



Dibble Engineering
Project No 1116094

EXHIBIT "A"
APN 155-38-087A
A PORTION OF THE SE QUARTER SEC 19,
T2N, R3E, GILA & SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

DATE: DEC 2016
DRN: CSD
CHK: JPG

PAGE 4 OF 4



To: Parks and Recreation Board

Date: June 26, 2025

From: Cynthia Aguilar, Director

Subject: SOUTH MOUNTAIN COMMUNICATION TOWERS - APPROVAL OF X
NETWORK LLC SUB-LICENSE ON PINNACLE TOWERS LLC LICENSE
DBA CROWN CASTLE (CT134532)

This report requests Parks and Recreation Board (Board) approval to allow Pinnacle Towers LLC to sublease space on Tower Site No. 28 to X Network LLC under License Agreement Contract No. 134532. Staff also requests approval to enter into a sublicense agreement with X Network LLC through June 30, 2032, and to authorize the Parks and Recreation Director to sign all related agreement documents.

BACKGROUND

On July 1, 2012, the City entered into a Site License agreement with Pinnacle Towers LLC (DBA Crown Castle) on Site No. 28. On June 5, 2025, Crown Castle sent a letter advising the Parks and Recreation Department of the intent to sublease a portion of their Site to X Network LLC and requesting to add X Network LLC as a sublicensee on their transmission antenna at the tower site.

DISCUSSION

Site License Contract No. 134531 contains provisions to allow Pinnacle Towers LLC (DBA Crown Castle) to sublease space on the tower site and add additional sublicense with Board approval. Upon approval, X Network LLC will enter into a sublicense with the City and begin paying a monthly rate of \$3,000 as a Broadcasting TV User with an annual 3 percent escalator.

The additional transmission antenna equipment will be located inside Pinnacle Towers LLC's building. X Network LLC will install new equipment on the existing tower **(Attachment A)**.

Upon Board approval, staff will execute a license agreement with an effective date of November 1, 2025, and provide consent to update the equipment on the communications tower with no disruption to the ground level. The term of the agreement will align with all South Mountain tower agreements and expire on June 30, 2032.

RECOMMENDATION

Staff requests Board approval to allow Pinnacle Towers LLC to sublease space on Tower Site No. 28 to X Network LLC under License Agreement Contract No. 134532. Staff also requests approval to enter into a sublicense agreement with X Network LLC through June 30, 2032, and to authorize the Parks and Recreation Director to sign all related agreement documents.

Prepared by: Theresa Faull, Deputy Director

Approved by: Brandie I. Barrett, Assistant Director

Attachment A

X NETWORK LLC

CROWN CASTLE USA INC.

SITE NAME: SOUTH MT MOTOROLA

SITE TYPE: SELF SUPPORT

TOWER HEIGHT: 120 FT

BUSINESS UNIT #: 871456

SITE ADDRESS: 10919 S CENTRAL AVE
PHOENIX, AZ 85042

COUNTY: MARICOPA

JURISDICTION: CITY OF PHOENIX, AZ

X NETWORK LLC FIRST TIME INSTALL

SITE INFORMATION

CROWN CASTLE USA INC. SOUTH MT MOTOROLA
SITE NAME:
SITE ADDRESS: 10919 S CENTRAL AVE
PHOENIX, AZ 85042
COUNTY: MARICOPA
MAP/PARCEL #: 300-36-006
AREA OF CONSTRUCTION: EXISTING
LATITUDE: 33° 19' 57.30"
LONGITUDE: -112° 3' 59.60"
LAT/LONG TYPE: NAD83
GROUND ELEVATION: 2639 FT
CURRENT ZONING: RE-35 HP
JURISDICTION: CITY OF PHOENIX, AZ
OCCUPANCY CLASSIFICATION: U
TYPE OF CONSTRUCTION: IIB
A.D.A. COMPLIANCE: FACILITY IS UNMANNED AND NOT FOR
HUMAN HABITATION
PROPERTY OWNER: PHOENIX CITY OF
TOWER OWNER: CROWN CASTLE USA INC.
2000 CORPORATE DRIVE
CANONSBURG, PA 15317
CARRIER/APPLICANT: X NETWORK LLC
1103 N 29TH AVE
PHOENIX, AZ 85009
ELECTRIC PROVIDER: SRP
(602) 236-8888
TELCO PROVIDER: QUEST
(800)-603-6000

DRAWING INDEX

SHEET #	SHEET DESCRIPTION
T-1	TITLE SHEET
T-2	GENERAL NOTES
C-1.1	PARCEL MAP
C-1.2	SITE PLAN
C-2	FINAL ELEVATION & ANTENNA PLANS
C-3	EQUIPMENT SPECS
C-4	EQUIPMENT SPECS
E-1	UTILITY ROUTING PLAN
E-2	ONE LINE DIAGRAM & TRENCHING DETAILS
G-1	EQUIPMENT GROUNDING PLANS
G-2	GROUNDING DETAILS
G-3	GROUNDING DETAILS
ATTACHED	MOUNT SPECS

ALL DRAWINGS CONTAINED HEREIN ARE FORMATTED FOR 22X34. CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

PROJECT DESCRIPTION

THE PURPOSE OF THIS PROJECT IS TO ENHANCE BROADBAND CONNECTIVITY AND CAPACITY TO THE EXISTING ELIGIBLE WIRELESS FACILITY.

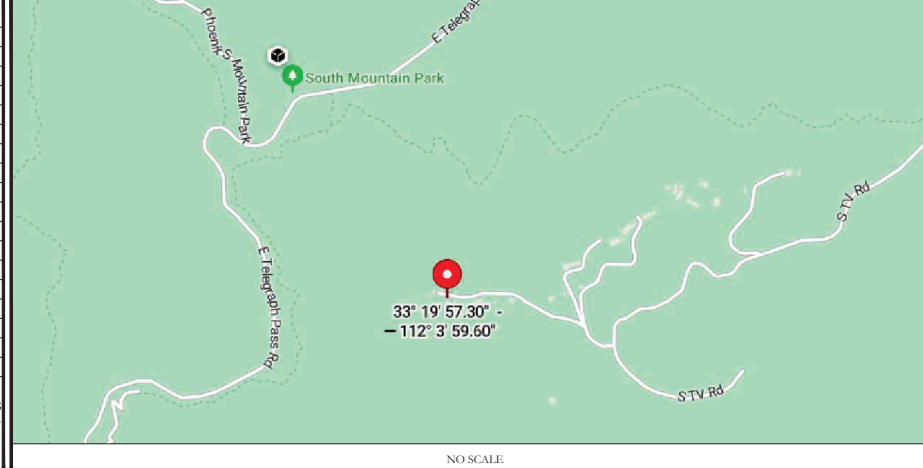
TOWER SCOPE OF WORK

- INSTALL (1) SITEPRO 1 - R5 PIPE MOUNT
- INSTALL (1) CAMBIUM NETWORKS EPMP 4500 ANTENNA
- INSTALL (1) FIBER CABLE (1/8")
- INSTALL (1) POWER CABLE (7/16")

GROUND SCOPE OF WORK

- INSTALL (1) SITE CABINET IN PROPOSED 2'-0"x2'-0" LEASE AREA

LOCATION MAP



APPLICABLE CODES/REFERENCE DOCUMENTS

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

CODE TYPE	CODE
BUILDING	2018 IBC W/AMENDMENTS
MECHANICAL	2018 IMC W/AMENDMENTS
ELECTRICAL	2017 NEC W/AMENDMENTS

REFERENCE DOCUMENTS:

STRUCTURAL ANALYSIS:	VERTICAL STRUCTURES, INC.
DATED:	MAY 09, 2025
MOUNT ANALYSIS:	BY OTHERS
DATED:	
ORDER ID:	698348
REVISION:	3

NOTE:
PRIOR TO ACCESSING/ENTERING THE SITE YOU MUST CONTACT THE CROWN NOC AT (800) 788-7011 & CROWN CONSTRUCTION MANAGER



CALL ARIZONA ONE CALL
(800) 782-5348
CALL 3 WORKING DAYS
BEFORE YOU DIG!



X NETWORK LLC



X NETWORK LLC SITE
NUMBER: 871456

BU #: 871456
SOUTH MT MOTOROLA

10919 S CENTRAL AVE
PHOENIX, AZ 85042

EXISTING 120 FT SELF
SUPPORT

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
0	05/19/25	AMM	CONSTRUCTION	MEP



IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SHEET NUMBER:

T-1

REVISION:

0

CROWN CASTLE USA INC. SITE ACTIVITY REQUIREMENTS:

1. NOTICE TO PROCEED-- NO WORK SHALL COMMENCE PRIOR TO CROWN CASTLE USA INC. WRITTEN NOTICE TO PROCEED (NTP) AND THE ISSUANCE OF A PURCHASE ORDER. PRIOR TO ACCESSING/ENTERING THE SITE YOU MUST CONTACT THE CROWN CASTLE USA INC. NOC AT 800--778-7011 & THE CROWN CASTLE USA INC. CONSTRUCTION MANAGER.
2. "LOOK UP" -- CROWN CASTLE USA INC. SAFETY CLIMB REQUIREMENT: THE INTEGRITY OF THE SAFETY CLIMB AND ALL COMPONENTS OF THE CLIMBING FACILITY SHALL BE CONSIDERED DURING ALL STAGES OF DESIGN, INSTALLATION, AND INSPECTION. TOWER MODIFICATION, MOUNT REINFORCEMENTS, AND/OR EQUIPMENT INSTALLATIONS SHALL NOT COMPROMISE THE INTEGRITY OR FUNCTIONAL USE OF THE SAFETY CLIMB OR ANY COMPONENTS OF THE CLIMBING FACILITY ON THE STRUCTURE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: PINCHING OF THE WIRE ROPE, BENDING OF THE WIRE ROPE FROM ITS SUPPORTS, DIRECT CONTACT OR CLOSE PROXIMITY TO THE WIRE ROPE, WHICH MAY CAUSE FRICTIONAL WEAR, IMPACT TO THE ANCHORAGE POINTS IN ANY WAY, OR TO IMPED/BLOCK ITS INTENDED USE. ANY COMPROMISED SAFETY CLIMB INCLUDING EXISTING CONDITIONS MUST BE TAGGED OUT AND REPORTED TO YOUR CROWN CASTLE USA INC. POC OR CALL THE NOC TO GENERATE A SAFETY CLIMB MAINTENANCE AND CONTRACTOR NOTICE TICKET.
3. PRIOR TO THE START OF CONSTRUCTION, ALL REQUIRED JURISDICTIONAL PERMITS SHALL BE OBTAINED. THIS INCLUDES, BUT IS NOT LIMITED TO, BUILDING, ELECTRICAL, MECHANICAL, FIRE, FLOOD ZONE, ENVIRONMENTAL, AND ZONING. AFTER ONSITE ACTIVITIES AND CONSTRUCTION ARE COMPLETED, ALL REQUIRED PERMITS SHALL BE SATISFIED AND CLOSED OUT ACCORDING TO LOCAL JURISDICTIONAL REQUIREMENTS.
4. ALL CONSTRUCTION MEANS AND METHODS, INCLUDING BUT NOT LIMITED TO, ERECTION PLANS, RIGGING PLANS, CLIMBING PLANS, AND RESCUE PLANS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR RESPONSIBLE FOR THE EXECUTION OF THE WORK CONTAINED HEREIN, AND SHALL MEET ANSI/ASSE A14.4 (LATEST EDITION), FEDERAL, STATE, AND LOCAL REGULATIONS; AND ANY APPLICABLE INDUSTRY CONSTRUCTION STANDARDS RELATED TO THE ACTIVITIES AND WORK. ANY PUBLIC UTILITY RIGGING PLANS SHALL ADHERE TO ANSI/ASSE A10.48 (LATEST EDITION) AND CROWN CASTLE USA INC. STANDARD CSD-STD-10253. INCLUDING THE REQUIRED INVOLVEMENT OF A QUALIFIED ENGINEER FOR CLASS IV CONSTRUCTION, TO CERTIFY THE SUPPORT STRUCTURE(S) IN ACCORDANCE WITH ANSI/TIA--322 (LATEST EDITION).
5. ALL SITE WORK TO COMPLY WITH DAS-STD-10068 "INSTALLATION STANDARDS FOR CONSTRUCTION ACTIVITIES ON CROWN CASTLE USA INC. TOWER SITE" AND LATEST VERSION OF ANSI/TIA--019-A--2012 "STANDARD FOR INSTALLATION, ALTERATION, AND MAINTENANCE OF ANTENNA SUPPORT STRUCTURES AND ANTENNAS".
6. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY CROWN CASTLE USA INC. PRIOR TO PROCEEDING WITH INSTALLATION.
7. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE LAWS.
8. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
9. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY CONTRACTOR. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING TO ALL PERSONNEL. THIS WILL INCLUDE BUT NOT BE LIMITED TO: A) FALL PROTECTION @ CONFINED SPACE C) ELECTRICAL SAFETY D) TRENCHING AND EXCAVATION E) CONSTRUCTION SAFETY PROCEDURES.
11. THE SITE WORK SHALL BE AS SPECIFICATED ON THE STAMPED CONSTRUCTION DRAWINGS AND PROJECT SPECIFICATIONS, LATEST APPROVED REVISION.
12. CONTRACTOR SHALL KEEP THE SITE FREE FROM ACCUMULATING WASTE MATERIAL, DEBRIS, AND TRASH AT THE COMPLETION OF THE WORK. IF NECESSARY, RUBBER, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
13. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY CONTRACTOR. EXTREME CAUTION SHOULD BE USED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF CONTRACTOR, TOWER OWNER, CROWN CASTLE USA INC. AND/OR LOCAL UTILITIES.
14. THE CONTRACTOR SHALL PROVIDE SITE SIGNAGE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATION FOR SITE SIGNAGE REQUIRED BY LOCAL JURISDICTION AND SIGNAGE REQUIRED ON INDIVIDUAL PIECES OF EQUIPMENT, ROOMS, AND SHELTERS.
15. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE CARRIER'S EQUIPMENT AND TOWER AREAS.
16. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
17. THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION AS SPECIFIED ON THE CONSTRUCTION DRAWINGS AND/OR PROJECT SPECIFICATIONS.
18. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.
19. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
20. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
21. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION, TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.
22. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND, FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.

GREENFIELD GROUNDING NOTES:

1. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION AND AC POWER GESS'S) SHALL BE BONDED TOGETHER AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
2. THE CONTRACTOR SHALL PERFORM IEEE FALL-OF-POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND 81) FOR GROUND ELECTRODE SYSTEMS. THE CONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.
3. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY SPECIFYING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT AND PROVIDE TESTING RESULTS.
4. METAL CONDUIT AND TRAY SHALL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 COPPER WIRE UL APPROVED GROUNDING TYPE CONDUIT CLAMPS.
5. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BITS EQUIPMENT.
6. EACH CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRES, #6 STRANDED COPPER OR LARGER FOR INDOOR BITS; #2 BARE SOLID TINNED COPPER FOR OUTDOOR BITS.
7. CONNECTIONS TO THE GROUND BUS SHALL NOT BE DOUBLED UP OR STACKED BACK TO BACK CONNECTIONS ON OPPOSITE SIDE OF THE GROUND BUS ARE PERMITTED.
8. ALL EXTERIOR GROUND CONNECTIONS BETWEEN EQUIPMENT/GROUND BARS AND THE GROUND RING SHALL BE #2 SOLID TINNED COPPER UNLESS OTHERWISE INDICATED.
9. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
10. USE OF 90° BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED.
11. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING BELOW GRADE.
12. ALL GROUND CONNECTIONS ABOVE GRADE (INTERIOR AND EXTERIOR) SHALL BE FORMED USING HIGH PRESS CRIMPS.
13. COMPRESSION GROUND CONNECTIONS MAY BE REPLACED BY EXOTHERMIC WELD CONNECTIONS.
14. ICE BRIDGE BONDING CONDUCTORS SHALL BE THERMICALLY BONDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND BAR.
15. APPROVED ANTIOXIDANT COATINGS (i.e. CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
16. ALL EXTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL.
17. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL, METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
18. BOND ALL METALLIC OBJECTS WITHIN 6 FT. OF MAIN GROUND RING WITH (1) #2 BARE SOLID TINNED COPPER GROUND CONDUIT.
19. GROUND CONDUCTORS USED FOR THE FACILITY GROUNDING AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC OBJECTS THAT FORM A RING AROUND THE CONDUCTOR, SUCH AS METALLIC CONDUITS, METAL SUPPORT CLIPS OR SLEEVES THROUGH METAL CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDITIONS, NON-METALLIC MATERIAL SUCH AS PVC CONDUIT SHALL BE USED. WHERE USE OF METAL CONDUIT IS UNAVOIDABLE, (i.e. NONMETALLIC CONDUIT PROHIBITED BY LOCAL CODE) THE GROUND CONDUCTOR SHALL BE BONDED TO EACH END OF THE METAL CONDUIT.
20. ALL GROUNDS THAT TRANSITION FROM BELOW GRADE TO ABOVE GRADE MUST BE #2 BARE SOLID TINNED COPPER (1/2" MIN. WALL THICKNESS), FLEXIBLE CONDUIT FROM 24" BELOW GRADE TO WITHIN 3" TO 6" OF CAD-WELD TERMINATION POINT. THE EXPOSED END OF THE CONDUIT MUST BE SEALED WITH SILICONE CAULK, (ADD TRANSITIONING GROUND STANDARD DETAIL AS WELL).
21. BUILDINGS WHERE THE MAIN GROUNDING CONDUCTORS ARE REQUIRED TO BE ROUTED TO GRADE, THE CONTRACTOR SHALL ROUTE TWO GROUNDING CONDUCTORS FROM THE ROOFTOP, TOWERS, AND WATERS TOWERS GROUNDING RING, TO THE EXISTING GROUNDING SYSTEM. THE GROUNDING CONDUCTORS SHALL NOT BE SMALLER THAN #2 COPPER. ROOFTOP GROUNDING RING SHALL BE BONDED TO THE EXISTING GROUNDING SYSTEM, THE BUILDING STEEL COLUMNS, LIGHTNING PROTECTION SYSTEM, AND BUILDING MAIN WATER LINE (FERROUS OR NONFERROUS METAL PIPING ONLY).

GENERAL NOTES:

1. FOR THE PURPOSE OF CONSTRUCTION DRAWINGS, THE FOLLOWING DEFINITIONS SHALL APPLY:
CARRIER: X NETWORK LLC
TOWER OWNER: CROWN CASTLE USA INC.
THESE DRAWINGS HAVE BEEN PREPARED USING STANDARDS OF PROFESSIONAL CARE AND COMPLETENESS NORMALLY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY REPUTABLE ENGINEERS IN THIS OR SIMILAR LOCALITIES. IT IS ASSUMED THAT THE WORK DEPICTED WILL BE PERFORMED BY AN EXPERIENCED CONTRACTOR AND/OR WORKPEOPLE WHO HAVE A WORKING KNOWLEDGE OF THE APPLICABLE CODE STANDARDS AND REQUIREMENTS AND OF INDUSTRY ACCEPTED STANDARD GOOD PRACTICE. AS NOT EVERY CONDITION OR ELEMENT IS (OR CAN BE) EXPLICITLY SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL USE INDUSTRY ACCEPTED STANDARD GOOD PRACTICE FOR CONSTRUCTION OF CLOSE PROXIMITY TO THE WIRE ROPE.
3. THESE DRAWINGS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE MEANS OR METHODS OF CONSTRUCTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY FOR PROTECTION OF LIFE AND PROPERTY DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING, FORMWORK, SHORING, ETC. SITE VISITS BY THE ENGINEER OR HIS REPRESENTATIVE SHALL NOT INCLUDE INSPECTION OF THESE ITEMS AND IS FOR STRUCTURAL OBSERVATION OF THE FINISHED STRUCTURE ONLY.
4. NOTES AND DETAILS IN THE CONSTRUCTION DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. WHERE NO DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT, AND/OR AS PROVIDED FOR IN THE CONTRACT DOCUMENTS. WHERE DISCREPANCIES OCCUR BETWEEN PLANS, DETAILS, GENERAL NOTES, AND SPECIFICATIONS, THE GREATER, MORE STRICT REQUIREMENTS, SHALL GOVERN. IF FURTHER CLARIFICATION IS REQUIRED CONTACT THE ENGINEER OF RECORD.
5. SUBSTANTIAL EFFORT HAS BEEN MADE TO PROVIDE ACCURATE DIMENSIONS AND MEASUREMENTS ON THE DRAWINGS TO ASSIST IN THE FABRICATION AND/OR PLACEMENT OF CONSTRUCTION ELEMENTS BUT IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE DIMENSIONS, MEASUREMENTS, AND/OR CLEARANCES SHOWN IN THE CONSTRUCTION DRAWINGS PRIOR TO FABRICATION OR CUTTING OF ANY NEW OR EXISTING CONSTRUCTION ELEMENTS. IF IT IS DETERMINED THAT THERE ARE DISCREPANCIES AND/OR CONFLICTS WITH THE CONSTRUCTION DRAWINGS THE ENGINEER OF RECORD IS TO BE NOTIFIED AS SOON AS POSSIBLE.
6. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING CONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITION AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF CROWN CASTLE.
7. ALL WORK SHALL COMPLY WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE LAWS.
8. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF CROWN CASTLE USA INC.
9. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
10. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION, TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.

CONCRETE, FOUNDATIONS, AND REINFORCING STEEL:

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185 AND THE DESIGN AND CONSTRUCTION SPECIFICATION FOR CAST-IN-PLACE CONCRETE.
2. UNLESS NOTED OTHERWISE, 3000 PSI COMPRESSIVE STRENGTH USED FOR DESIGN OF SLABS AND FOUNDATIONS IS ASSUMED TO BE 1000 PSI.
3. ALL CONCRETE REINFORCING SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH (F_c) OF 3000 PSI AT 28 DAYS, UNLESS NOTED OTHERWISE. PROVIDE SITE NO MORE THAN 90 MINUTES SHALL ELAPSE FROM BATCH TIME TO TIME OF PLACEMENT UNLESS APPROVED BY THE ENGINEER OF RECORD. TEMPERATURE OF CONCRETE SHALL NOT EXCEED 90°F AT TIME OF PLACEMENT.
4. CONCRETE EXPOSED TO FREEZE-THAW CYCLES SHALL CONTAIN AIR ENTRAINING ADMIXTURES. AMOUNT OF AIR ENTRAINMENT TO BE BASED ON SIZE OF AGGREGATE AND F3 CLASS EXPOSURE (VERY SEVERE). CEMENT USED TO BE TYPE II PORTLAND CEMENT WITH A MAXIMUM WATER-TO-CEMENT RATIO (W/C) OF 0.45.
5. ALL STEEL REINFORCING SHALL CONFORM TO ASTM A615. ALL WELDED WIRE FABRIC (WWF) SHALL CONFORM TO ASTM A185. ALL SPLICES SHALL BE CLASS "B" TENSION SPLICES, UNLESS NOTED OTHERWISE. ALL HOOKS SHALL BE STANDARD 90 DEGREE HOOKS, UNLESS NOTED OTHERWISE. YIELD STRENGTH (F_y) OF STANDARD DEFORMED BARS ARE AS FOLLOWS:
#4 BARS AND SMALLER 40 ksi
#5 BARS AND LARGER 60 ksi
6. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:
CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH 3"
CONCRETE EXPOSED TO EARTH OR WEATHER:
#6 BARS AND LARGER 1-1/2"
#5 BARS AND SMALLER 1-1/2"
CONCRETE NOT EXPOSED TO EARTH OR WEATHER:
SLAB AND WALLS 3/4"
BEAMS AND COLUMNS 1-1/2"
7. A TOOLED EDGE OR A 3/4" CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNLESS NOTED OTHERWISE, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.

ELECTRICAL INSTALLATION NOTES:

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES/ORDINANCES.
2. CONDUIT ROUTING ARE SCHEMATIC. CONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED AND TRIP HAZARDS ARE ELIMINATED.
3. EXERCISE CAREFULNESS IN THE SELECTION OF METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC.
4. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC.
- 4.1. ALL EQUIPMENT SHALL BEAR THE UNDERWRITERS LABORATORIES LABEL OF APPROVAL, AND SHALL CONFORM TO THE EQUIPMENT OF THE NATIONAL ELECTRICAL CODE.
- 4.2. ALL OCCURRENCE DEVICES SHALL HAVE AN INTERRUPTING CURRENT RATING THAT SHALL BE GREATER THAN THE SHORT CIRCUIT CURRENT OF THE CIRCUIT SUBJECTED, 22,000 AMP MINIMUM. VERIFY AVAILABLE SHORT CIRCUIT CURRENT DOES NOT EXCEED THE RATING OF ELECTRICAL EQUIPMENT IN ACCORDANCE WITH ARTICLE 110.24 NEC OR THE MOST CURRENT ADOPED CODE PRE THE GOVERNING JURISDICTION.
5. EACH END OF EVERY POWER PHASE CONDUCTOR, GROUNDING CONDUCTOR, AND TELCO CONDUCTOR OR CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2" PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EDCAL). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC AND OSHA.
6. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH LAMICOID TAGS SHOWING THEIR RATED VOLTAGE, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING AND BRANCH CIRCUIT ID NUMBERS (i.e. PANEL BOARD AND CIRCUIT IDS).
7. PANEL BOARDS (ID NUMBERS) SHALL BE CLEARLY LABELED WITH PLASTIC LABELS.
8. ALL THE WIRES SHALL BE CUT FLUSH WITH APPROVED CUTTING TOOL TO REMOVE SHARP EDGES.
9. ALL POWER AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE COPPER CONDUCTOR (#14 OR LARGER) WITH TYPE THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
10. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE COPPER CONDUCTOR (#6 OR LARGER) WITH TYPE THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
11. POWER AND CONTROL WIRING IN FLEXIBLE CORD SHALL BE MULTI-CONDUCTOR, TYPE SOOW CORD (#14 OR LARGER) UNLESS OTHERWISE SPECIFIED.
12. POWER AND CONTROL WIRING FOR CABLE TRAY SHALL BE MULTI-CONDUCTOR, TYPE TO CABLE (#14 OR LARGER), WITH TYPE THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
13. ALL POWER AND GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WIRE NUTS BY THOMAS AND BETTS (OR EQUAL), LUGS AND WIRE NUTS SHALL BE RATED FOR OPERATION NOT LESS THAN 75° C (167° F IF AVAILABLE).
14. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND/OR OTHER APPLICABLE STANDARDS.
15. ELECTRICAL METALLIC TUBING (EMT), INTERMEDIATE METAL CONDUIT (IMC), OR RIGID METAL CONDUIT (RMC) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.
16. ELECTRICAL METALLIC TUBING (EMT) OR METAL-CLAD CABLE (MC) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
17. SCHEDULE 40 PVC UNDERGROUND ON STRAIGHTS AND SCHEDULE 80 PVC FOR ALL ELBOWS/90° AND ALL APPROVED ABOVE GRADE PVC CONDUIT.
18. LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
19. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SET SCREW FITTINGS ARE NOT ACCEPTABLE.
20. CABINETS, BOXES AND WIRE WAYS SHALL BE LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND/OR OTHER APPLICABLE STANDARDS.
21. WIREWAYS SHALL BE METAL WITH AN ENAMEL FINISH AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARDS (WIREDWELD SPECIMATE WIREWAY).
22. SLOTTED WIRING DUCT SHALL BE PVC AND INCLUDE COVER (PANDUIT TYPE E OR EQUAL).
23. CONDUITS SHALL BE FASTENED SECURELY IN PLACE WITH APPROVED NON-PERFORATED STRAPS AND HANGERS. EXPLOSIVE DEVICES (i.e. POWDER-ACTUATED) FOR ATTACHING HANGERS TO STRUCTURE WILL NOT BE PERMITTED. CLOSELY FOLLOW THE DESIGN OF THE STRUCTURE, MAINTAIN CLOSE PROXIMITY TO THE STRUCTURE AND KEEP CONDUITS IN TIGHT ENVELOPES. CHANGES IN DIRECTION TO ROUTE AROUND OBSTACLES SHALL BE MADE WITH CONDUIT OUTLET BODIES. CONDUIT SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER, PARALLEL AND PERPENDICULAR TO STRUCTURE WALLS AND CEILING LINES. ALL CONDUIT SHALL BE FISHED TO CLEAR OBSTRUCTIONS. ENDS OF CONDUITS SHALL BE TEMPORARILY CAPPED FLUSH TO FINISH GRADE TO PREVENT CONDUIT, PLASTER OR DIRT FROM ENTERING. CONDUITS SHALL BE RIGIDLY CLAMPED TO BOXES BY GALVANIZED MALLEABLE IRON BUSHINGS ON INSIDE AND GALVANIZED MALLEABLE IRON LOCKNUT ON OUTSIDE AND INSIDE.
24. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET STEEL. SHALL MEET OR EXCEED UL 50 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND NEMA 3R (OR BETTER) FOR EXTERIOR LOCATIONS.
25. METAL RECEPTACLE, SWITCH AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED OR NON-CORRODING, SHALL MEET OR EXCEED UL 514A AND NEMA OS 1 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.
26. NONMETALLIC RECEPTACLE, SWITCH AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2 (NEWEST REVISION) AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.
27. THE CONTRACTOR SHALL PROVIDE NECESSARY AUTHORIZATION FROM THE CARRIER AND/OR CROWN CASTLE USA INC. BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
28. THE CONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS FOR SAFETY AND PROPERTY.
29. INSTALL LAMICOID LABEL ON THE METER CENTER TO SHOW "X NETWORK LLC".
30. ALL EMPTY/SPARE CONDUITS THAT ARE INSTALLED ARE TO HAVE A METERED MULE TAPE PULL CORD INSTALLED.

CONDUCTOR COLOR CODE

SYSTEM	CONDUCTOR	COLOR
120/240V, 1Ø	A PHASE	BLACK
	B PHASE	RED
	GROUND	GREEN
120/208V, 3Ø	A PHASE	BLACK
	B PHASE	RED
	C PHASE	BLUE
277/480V, 3Ø	A PHASE	BROWN
	B PHASE	YELLOW
	GROUND	GREEN
DC VOLTAGE	POS (+)	RED**
	NEG (-)	BLACK**

* SEE NEC 210.5(C)(1) AND (2)
** POLARITY MARKING AT TERMINATION

ABBREVIATIONS:

ANT	ANTENNA
ENT	EXISTING
(E)	FACILITY INTERFACE FRAME
GEN	GENERATOR
GS	GLOBAL POSITIONING SYSTEM
ISM	GLOBAL SYSTEM FOR MOBILE
LTE	LONG TERM EVOLUTION
MGB	MASTER GROUND BAR
MC	MICROWAVE
(N)	NEW
NEC	NATIONAL ELECTRICAL CODE
(P)	PROPOSED
PLN	POWER PLANT
QTY	QUANTITY
REC	RECTIFIER
RES	RADIO BASE STATION
RETS	REMOTE ELECTRIC TLT
RFDS	RADIO FREQUENCY DATA SHEET
RHW	REMOTE RADIO HEAD
RHU	REMOTE RADIO UNIT
SHD	SMART INTEGRATED DEVICE
TWR	TOWER MOUNTED AMPLIFIER
TYCL	TYPICAL
UNV	UNIVERSAL MOBILE TELECOMMUNICATIONS SYSTEM
W.P.	WORK POINT

X NETWORK LLC



1220 AUGUSTA DRIVE, SUITE 500
HOUSTON, TX 77057



POWER OF DESIGN
11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299
502-437-5252

X NETWORK LLC SITE
NUMBER: 871456

BU #: 871456
SOUTH MT MOTOROLA

10919 S CENTRAL AVE
PHOENIX, AZ 85042

EXISTING 120 FT SELF
SUPPORT

ISSUED FOR:

REV	DATE	BY	DESCRIPTION	DES. QTY
0	05/19/25	AMM	CONSTRUCTION	MUP

WHITE	PROPOSED EXCAVATION
PINK	TEMPORARY SURVEY MARKINGS
RED	ELECTRIC POWER LINES, CABLES, CONDUIT, AND LIGHTING CABLES
YELLOW	GAS, OIL, STEAM, PETROLEUM, OR GASEOUS MATERIALS
ORANGE	COMMUNICATION, ALARM OR SIGNAL LINES, CABLES, OR CONDUIT AND TRAFFIC LOOPS
BLUE	POTABLE WATER
PURPLE	RECLAIMED WATER, IRRIGATION, AND SLURRY LINES
GREEN	SEWERS AND DRAIN LINES

05/19/2025 PREP: 6/20/2025

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SHEET NUMBER: 22 REVISION: 0

T-2 0

**CC CROWN
CASTLE**
1220 AUGUSTA DRIVE, SUITE 500
HOUSTON, TX 77057

EXISTING 120 FT SELF
SUPPORT

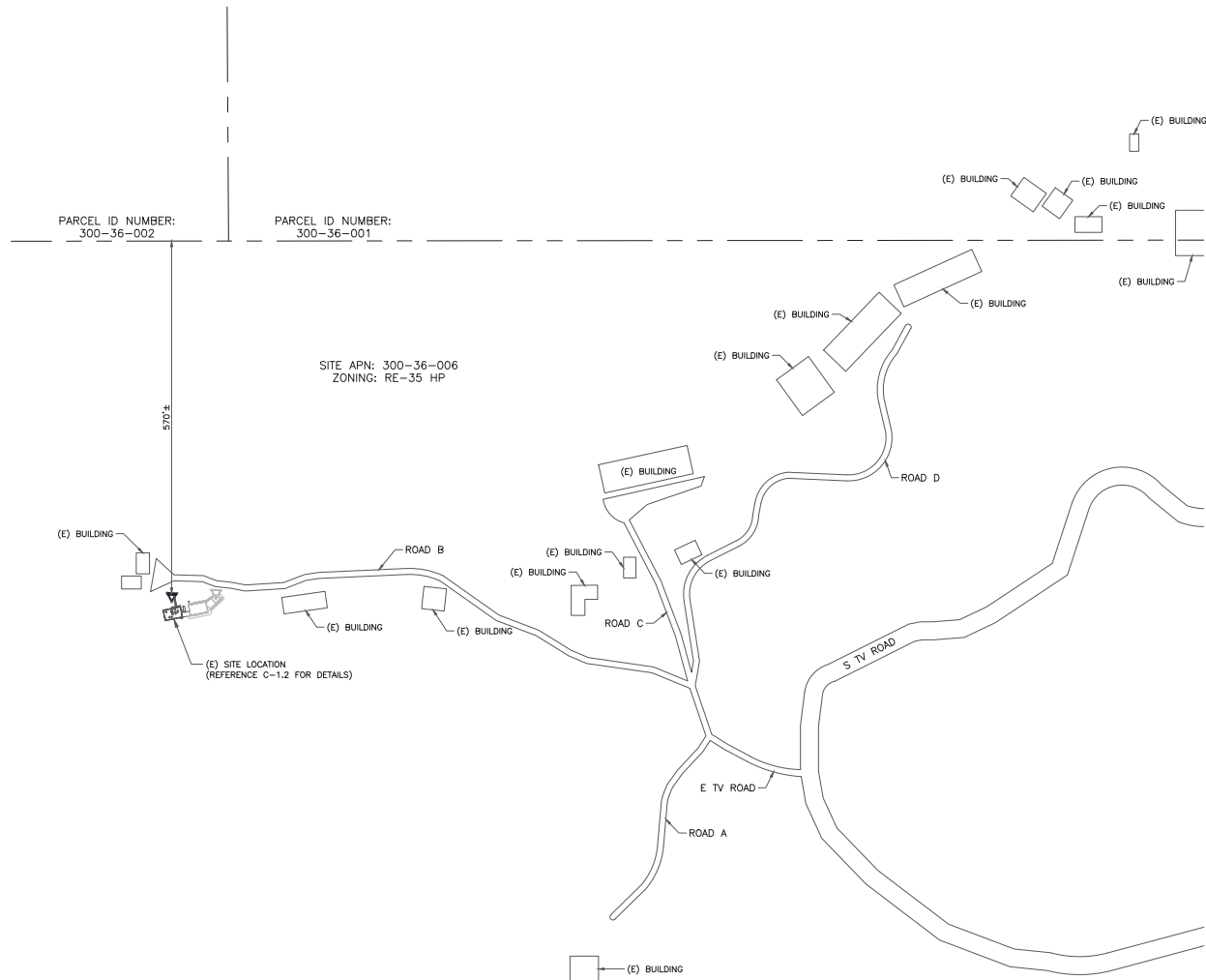
REV	DATE	DRWN	DESCRIPTION	DES./QA
0	05/19/25	AMM	CONSTRUCTION	MEP




IT IS A VIOLATION OF LAW FOR ANY PERSON,
UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER,
TO ALTER THIS DOCUMENT.

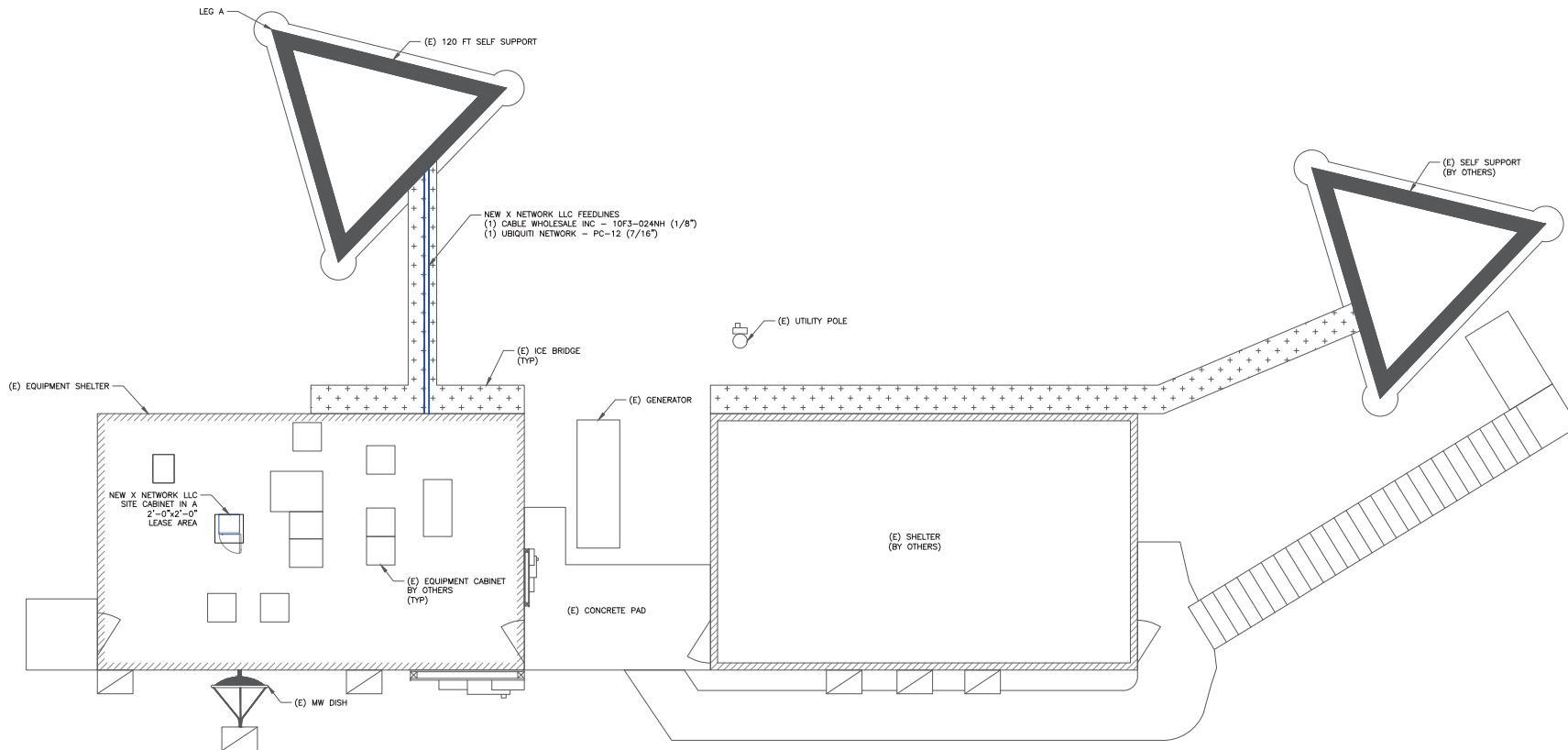
C-1.1

0



1 OVERALL SITE PLAN
SCALE:  1" = 100'-0" (FULL SIZE)
1" = 200'-0" (11x17)





1 SITE PLAN
SCALE: 1/4"=1'-0" (FULL SIZE)
1/8"=1'-0" (11x17)



X NETWORK LLC

CROWN CASTLE
1220 AUGUSTA DRIVE, SUITE 500
HOUSTON, TX 77057

POD
POWER OF DESIGN
11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299
502-437-5252

X NETWORK LLC SITE
NUMBER: 871456

BU #: 871456
SOUTH MT MOTOROLA

10919 S CENTRAL AVE
PHOENIX, AZ 85042

EXISTING 120 FT SELF
SUPPORT

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DWG./QTY
0	05/19/25	AMM	CONSTRUCTION	MEP



05/19/2025 PIPES: 6/30/2025

IT IS A VIOLATION OF LAW FOR ANY PERSON,
UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER,
TO ALTER THIS DOCUMENT.

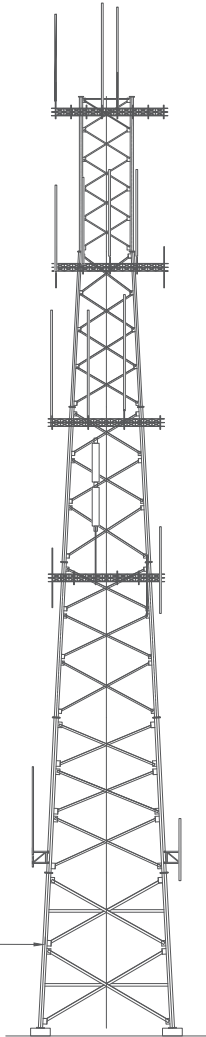
SHEET NUMBER:
C-1.2

REVISION:
0

INSTALLER NOTE:
DIRECT TOWER MOUNTED EQUIPMENT MUST NOT TRAP OR INTERFERE W/ CLIMBING PEGS/STEPS AND SAFETY CLIMB.

STRUCTURE W/ APPURTENANCE
ELEV. = 132'-0"

HEIGHT OF STRUCTURE
ELEV. = 120 FT



EXISTING CARRIER MCL
ELEV. = 118'-0"

EXISTING CARRIER MCL
ELEV. = 98'-0"

EXISTING CARRIER MCL
ELEV. = 78'-0"

EXISTING CARRIER MCL
ELEV. = 58'-0"

EXISTING CARRIER MCL
ELEV. = 22'-0"

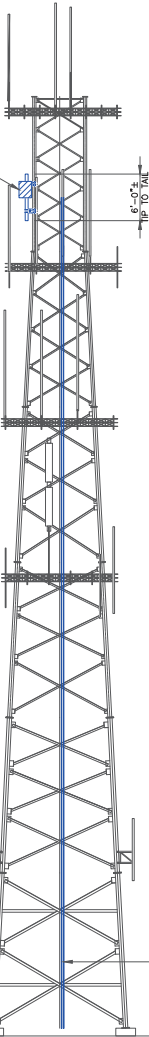
(E) 120 FT SELF SUPPORT

1 EXISTING ELEVATION
SCALE: NOT TO SCALE

STRUCTURE W/ APPURTENANCE
ELEV. = 132'-0"

HEIGHT OF STRUCTURE
ELEV. = 120 FT

NEW X NETWORK LLC EQUIPMENT
(1) SITE PRO 1 - RS PIPE MOUNT
(1) CAMBIUM NETWORKS - EPMP 4500 ANTENNA



EXISTING CARRIER MCL
ELEV. = 118'-0"

TIP OF ANTENNA
ELEV. = 109'-0"
EXISTING X NETWORK LLC ACL
ELEV. = 108'-0"

EXISTING CARRIER MCL
ELEV. = 98'-0"

EXISTING CARRIER MCL
ELEV. = 78'-0"

EXISTING CARRIER MCL
ELEV. = 58'-0"

EXISTING CARRIER MCL
ELEV. = 22'-0"

(E) 120 FT SELF SUPPORT

NEW X NETWORK LLC FEEDLINES
(1) CABLE WHOLESAL INC - 10F3-024NH (1/8")
(1) UBIQUIT NETWORK - PC-12 (7/16")

2 FINAL ELEVATION
SCALE: NOT TO SCALE

X NETWORK LLC

CROWN
CASTLE

1220 AUGUSTA DRIVE, SUITE 500
HOUSTON, TX 77057

POD
POWER OF DESIGN

11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299
502-437-5252

X NETWORK LLC SITE
NUMBER: 871456

BU #: 871456
SOUTH MT MOTOROLA

10919 S CENTRAL AVE
PHOENIX, AZ 85042

EXISTING 120 FT SELF
SUPPORT

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
0	05/19/25	AMM	CONSTRUCTION	MEP



05/19/2025 PIPES: 6/30/2025

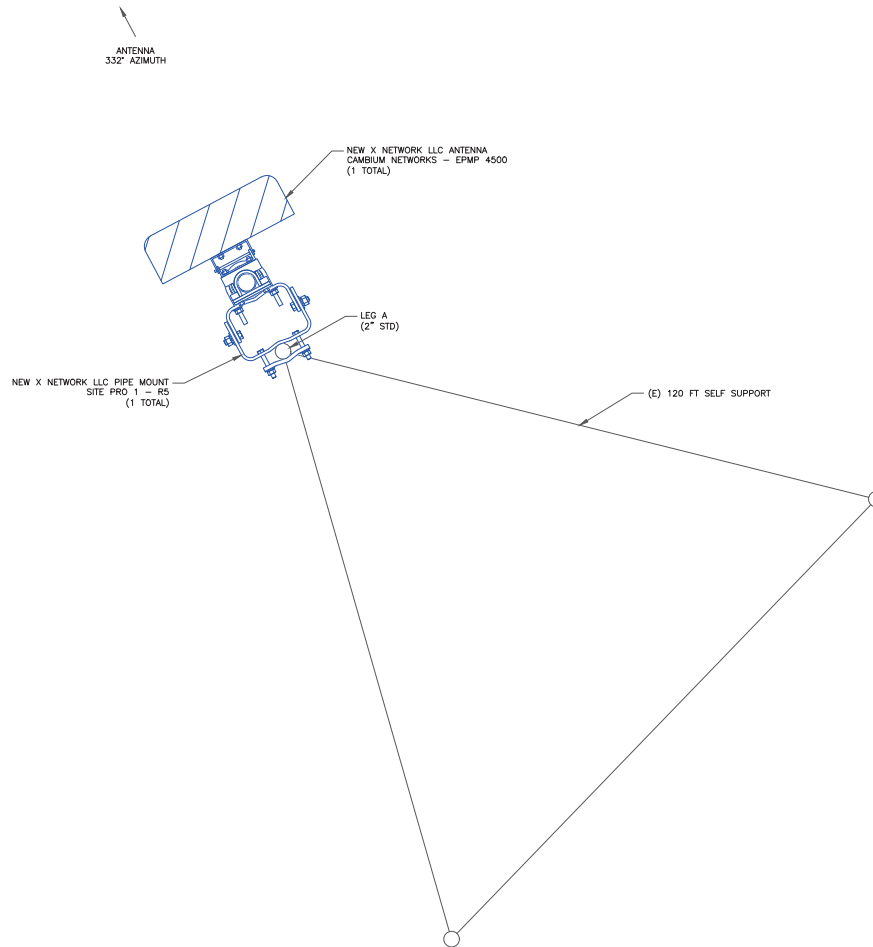
IT IS A VIOLATION OF LAW FOR ANY PERSON,
UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER,
TO ALTER THIS DOCUMENT.

SHEET NUMBER:

C-2

REVISION:

0



3 FINAL ANTENNA PLAN
SCALE: 1"=1'-0" (FULL SIZE)
3/4"=1'-0" (11x17)



X NETWORK LLC

**CROWN
CASTLE**
1220 AUGUSTA DRIVE, SUITE 500
HOUSTON, TX 77057

POD
POWER OF DESIGN
11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299
502-437-5252

X NETWORK LLC SITE
NUMBER: 871456

BU #: 871456
SOUTH MT MOTOROLA

10919 S CENTRAL AVE
PHOENIX, AZ 85042

EXISTING 120 FT SELF
SUPPORT

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
0	05/19/25	AMM	CONSTRUCTION	MEP



05/19/2025 PIPES: 6/30/2025

IT IS A VIOLATION OF LAW FOR ANY PERSON,
UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER,
TO ALTER THIS DOCUMENT.

SHEET NUMBER:

C-3

REVISION:

0

ePMP™ 4500 Series Access Points

Spectrum and Interface		
	ePMP 4500	ePMP 4500C
Channel Width	20 40 80 MHz	20 40 80 MHz
Proprietary Physical Layer	8x8 MU-MIMO/OFDMA based on 802.11ax underlying technology	8x8 MU-MIMO/OFDMA based on 802.11ax underlying technology
Channel Spacing	Configurable in 5 MHz increments	Configurable in 5 MHz increments
Frequency Range	Wide Band Operation 490–6155 MHz	Wide Band Operation 490–6155 MHz
(Note: Allowable frequencies and bands are dictated by individual country regulations)		
MAC Layer (Media Access Control)	Cambium Proprietary	Cambium Proprietary
Ethernet Interfaced	100/1000 BaseT, rate auto negotiated, 802.3bt compliant & Aux SFP+ port	100/1000 BaseT, rate auto negotiated, 802.3bt compliant & Aux SFP+ port
Supported Powering Methods	58V 30W PoE (included), standard 802.3bt PoE Supply, or on-Matrix Tower Switch, or wired DC input	58V 30W PoE (included), standard 802.3bt PoE Supply, or on-Matrix Tower Switch, or wired DC input
Protocols Used	IPv4/IPv6, UDP, TCP, IP, ICMP, SNMPv2c, HTTPs, STR, SSH, IGMP Snooping	IPv4/IPv6, UDP, TCP, IP, ICMP, SNMPv2c, HTTPs, STR, SSH, IGMP Snooping
Network Management	HTTPS, SNMPv2c, SSH	HTTPS, SNMPv2c, SSH
VLAN	802.1Q with 802.1p priority	802.1Q with 802.1p priority
Performance		
Subscribers per Sector	Up to 120	Up to 120
AES	Yes	Yes
Nominal Receive Sensitivity (w/ FEC) @120 MHz Channel	MCS 0 = -91 dBm to MCS 11 (1024 QAM 5/6) = -62 dBm (per chain)	MCS 0 = -91 dBm to MCS 11 (1024 QAM 5/6) = -62 dBm (per chain)
Nominal Receive Sensitivity (w/ FEC) @40 MHz Channel	MCS 0 = -88 dBm to MCS 11 (1024 QAM 5/6) = -59 dBm (per chain)	MCS 0 = -88 dBm to MCS 11 (1024 QAM 5/6) = -59 dBm (per chain)
Nominal Receive Sensitivity (w/ FEC) @80 MHz Channel	MCS 0 = -85 dBm to MCS 11 (1024 QAM 5/6) = -57 dBm (per chain)	MCS 0 = -85 dBm to MCS 11 (1024 QAM 5/6) = -57 dBm (per chain)
Modulation Levels (Adaptive)	MCS 0 (BPSK) to MCS 11 (1024 QAM 5/6)	MCS 0 (BPSK) to MCS 11 (1024 QAM 5/6)
GPS Synchronization	Yes, via Internal GPS or Cambium Sync	Yes, via Internal GPS or Cambium Sync
QoS (Quality of Service)	Three level priority (Voice, High, Low) with packet classification by DSCP, CoS, VLAN ID, IP & MAC Address, Broadcast, Multicast and Station Priority	Three level priority (Voice, High, Low) with packet classification by DSCP, CoS, VLAN ID, IP & MAC Address, Broadcast, Multicast and Station Priority

ePMP™ 4500 Series Access Points

Performance cont'd		
	ePMP 4500	ePMP 4500C
Transmit Power Range	0 to +34 dBm (combined, to regional ERP limit) (1 dB interval)	0 to +33 dBm (combined, to regional ERP limit) (1 dB interval)
Antenna	Integrated 8x8 MU-MIMO 90° Sector 17 dBi gain	N/A
Antenna	90°/120° 2x2 Sector Antenna (C05090000028)	
Physical		
Surge Suppression*	1 Joule Integrated	1 Joule Integrated
Environmental	IP67	IP67
Temperature	-30°C to 55°C (-22°F to 131°F)	-30°C to 55°C (-22°F to 131°F)
Weight	14.66 kg (32.32 lbs) with clamp	18D kg (TBD lbs) with clamp
Dimensions (H x W x D)	643 x 487 x 157 mm (25.3 x 19.2 x 6.2 in)	366 x 284 x 74 mm (14.0 x 11.2 x 2.9 in)
Power Consumption	32W Maximum	32W Maximum
Input Voltage	44V to 59V	44V to 59V
Sector Antenna Connection	Integrated 90° Sector	8 x 50 ohm, RP (Reverse Polarity) SMA
GPS Antenna Connection	1 x 50 ohm, SMA; Integrated GPS Antenna	1 x 50 ohm, SMA; external GPS External GPS Puck included in packaging
GPS Antenna Connection		1 x 50 ohm, SMA; external GPS External GPS Puck included in packaging
Security		
Encryption	All models: 128-bit AES (CCMP mode)	
Certifications		
FCID	ZH-H9FT0065	ZH-H9FT0065
Industry Canada Cert	109W-0065	109W-0065
CE	See Cambium Website for Declaration of Conformity	See Cambium Website for Declaration of Conformity

ePMP™ 4500 Series Access Points



X NETWORK LLC

CROWN CASTLE
1220 AUGUSTA DRIVE, SUITE 500
HOUSTON, TX 77057

POD
POWER OF DESIGN
11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299
502-437-5252

X NETWORK LLC SITE
NUMBER: 871456

BU #: 871456
SOUTH MT MOTOROLA

10919 S CENTRAL AVE
PHOENIX, AZ 85042

EXISTING 120 FT SELF
SUPPORT

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
0	05/19/25	AMM	CONSTRUCTION	MEP

05/19/2025
61801
MARK
PATTERSON
SEAL
05/20/2025

IT IS A VIOLATION OF LAW FOR ANY PERSON,
UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER,
TO ALTER THIS DOCUMENT.

SHEET NUMBER:

C-4

REVISION:

0

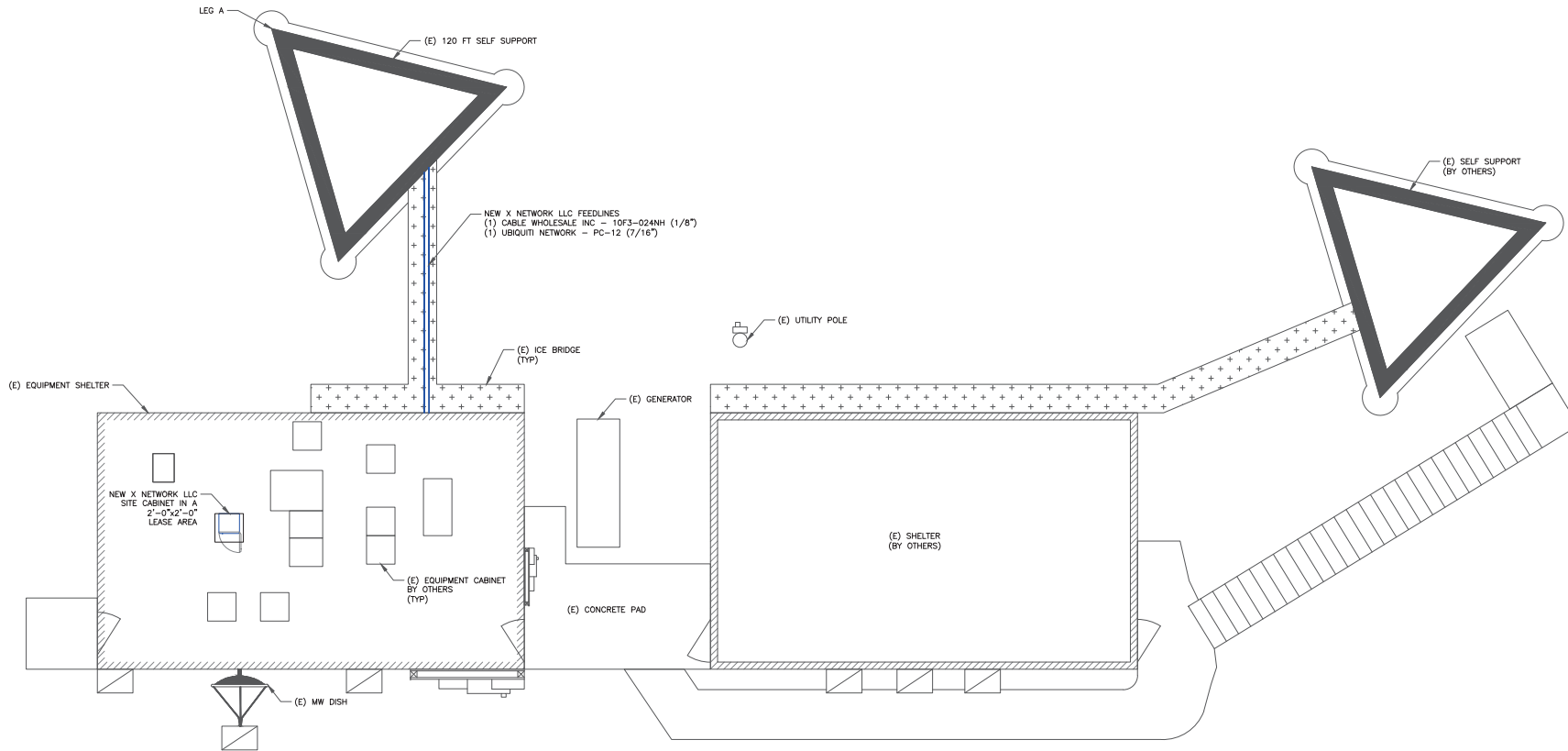
NOTE:

POWER OF DESIGN GROUP, NOR OUR
ENGINEER IS RESPONSIBLE FOR DESIGN
OR MANUFACTURE OF THE SPECS SHOWN
ON THIS SHEET. PLEASE CONTACT THE
MANUFACTURE FOR ANY QUESTIONS OR
CONCERNS

1 CAMBIUM NETWORKS – EPMP 4500
SCALE: NOT TO SCALE

NEW UTILITY SERVICE NOTE:

NEW METER LOCATION TO BE
DETERMINED BY THE UTILITY COMPANY.
PENDING UTILITY COORDINATION FOR
FINAL POWER DESIGN.



1 UTILITY ROUTING PLAN
SCALE: 1/4"=1'-0" (FULL SIZE)
1/8"=1'-0" (11x17)



X NETWORK LLC

**CROWN
CASTLE**
1220 AUGUSTA DRIVE, SUITE 500
HOUSTON, TX 77057

POD
POWER OF DESIGN
11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299
502-437-5252

X NETWORK LLC SITE
NUMBER: 871456

BU #: 871456
SOUTH MT MOTOROLA

10919 S CENTRAL AVE
PHOENIX, AZ 85042

EXISTING 120 FT SELF
SUPPORT

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DWG./QTY
0	05/19/25	AMM	CONSTRUCTION	MEP



05/19/2025 PIPES: 6/30/2025

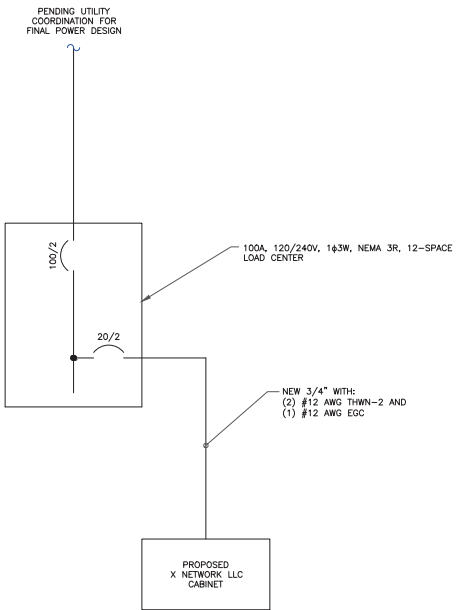
IT IS A VIOLATION OF LAW FOR ANY PERSON,
UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER,
TO ALTER THIS DOCUMENT.

SHEET NUMBER:

E-1

REVISION:

0



① ONE-LINE DIAGRAM
SCALE: NOT TO SCALE

④ NOT USED
SCALE: NOT TO SCALE

③ NOT USED
SCALE: NOT TO SCALE

② NOT USED
SCALE: NOT TO SCALE

X NETWORK LLC

**CROWN
CASTLE**
1220 AUGUSTA DRIVE, SUITE 500
HOUSTON, TX 77057

POD
POWER OF DESIGN
11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299
502-437-5252

X NETWORK LLC SITE
NUMBER: 871456

BU #: 871456
SOUTH MT MOTOROLA

10919 S CENTRAL AVE
PHOENIX, AZ 85042

EXISTING 120 FT SELF
SUPPORT

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
0	05/19/25	AMM	CONSTRUCTION	MEP



05/19/2025 PIPES: 6/30/2025

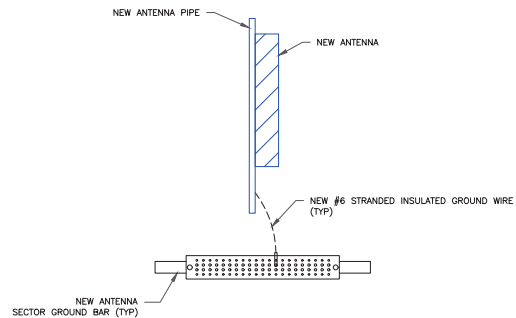
IT IS A VIOLATION OF LAW FOR ANY PERSON,
UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER,
TO ALTER THIS DOCUMENT.

SHEET NUMBER:

E-2

REVISION:

0

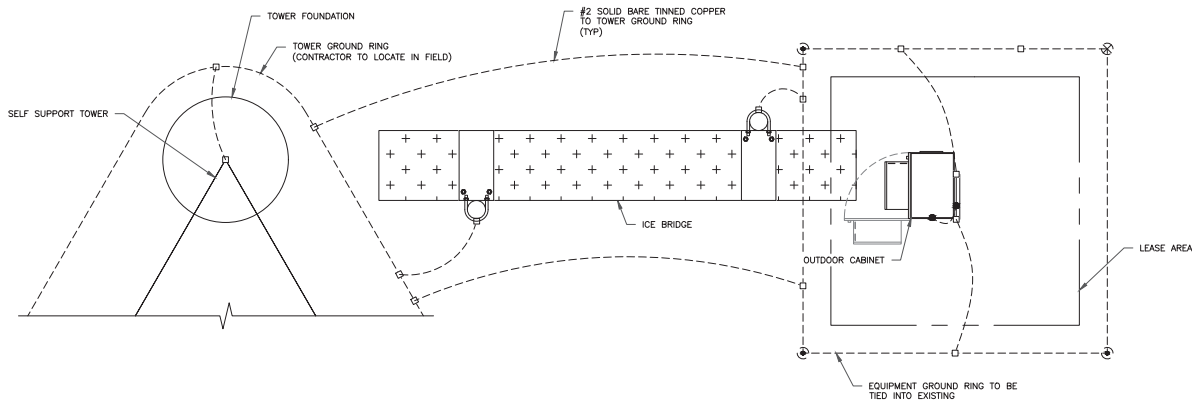


1 ANTENNA GROUNDING PLAN
SCALE: NOT TO SCALE

GROUNDING PLAN LEGEND:	
----- GROUND WIRE	⊙ COPPER GROUND ROD
□ EXOTHERMIC WELD	⊗ GROUND ROD W/ TEST WELL
● MECHANICAL CONNECTION	

INSTALLER NOTE:
1. #2 SOLID WIRE FOR BELOW GRADE GROUNDING
2. #6 STRANDED WIRE FROM EQUIPMENT TO GROUND BAR
3. ALL GROUND RODS TO BE 5/8" x 10'-0"

INSTALLER NOTE:
REFER TO SITE PLAN DRAWING FOR EXACT LOCATION OF CABLE BRIDGE AND ANTENNA SUPPORT STRUCTURE.



2 GROUNDING PLAN SCHEMATIC
SCALE: NOT TO SCALE

X NETWORK LLC

CROWN CASTLE
1220 AUGUSTA DRIVE, SUITE 500
HOUSTON, TX 77057

POD
POWER OF DESIGN
11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299
502-437-5252

X NETWORK LLC SITE
NUMBER: 871456

BU #: 871456
SOUTH MT MOTOROLA

10919 S CENTRAL AVE
PHOENIX, AZ 85042

EXISTING 120 FT SELF
SUPPORT

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
0	05/19/25	AMM	CONSTRUCTION	MEP

05/19/2025
61801
MARK
PATTERSON
05/30/2025

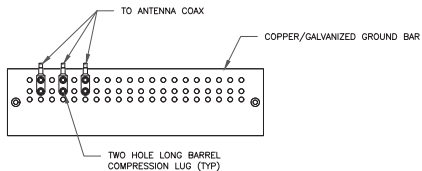
IT IS A VIOLATION OF LAW FOR ANY PERSON,
UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER,
TO ALTER THIS DOCUMENT.

SHEET NUMBER:

G-1

REVISION:

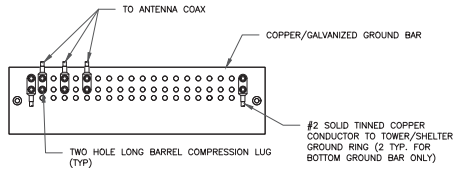
0



NOTES:

1. DOUBLING UP "OR STACKING" OF CONNECTIONS IS NOT PERMITTED.
2. EXTERIOR ANTIOXIDANT JOINT COMPOUND TO BE USED ON ALL EXTERIOR CONNECTIONS.
3. GROUND BAR SHALL NOT BE ISOLATED FROM TOWER. MOUNT DIRECTLY TO ANTENNA MOUNT STEEL.

1 ANTENNA SECTOR GROUND BAR DETAIL
SCALE: NOT TO SCALE

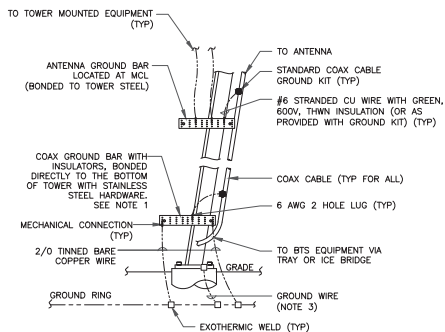


NOTES:

1. EXTERIOR ANTIOXIDANT JOINT COMPOUND TO BE USED ON ALL EXTERIOR CONNECTIONS.
2. GROUND BAR SHALL NOT BE ISOLATED FROM TOWER. MOUNT DIRECTLY TO TOWER STEEL (TOWER ONLY).
3. GROUND BAR SHALL BE ISOLATED FROM BUILDING OR SHELTER.

2 TOWER/SHELTER GROUND BAR DETAIL
SCALE: NOT TO SCALE

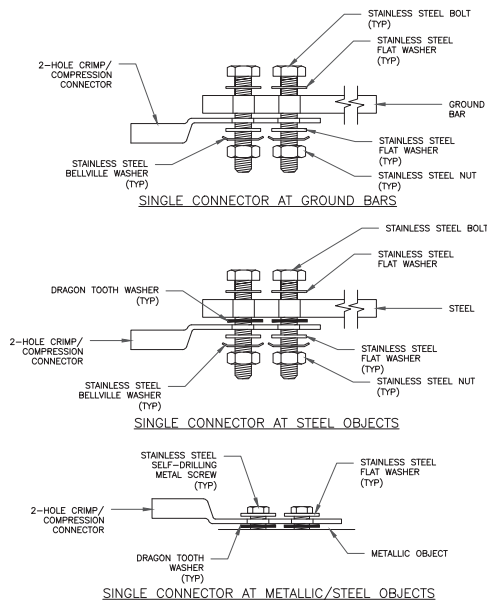
3 NOT USED
SCALE: NOT TO SCALE



NOTES:

1. NUMBER OF GROUNDING BARS MAY VARY DEPENDING ON THE TYPE OF TOWER, ANTENNA LOCATIONS AND CONNECTION ORIENTATION. COAXIAL CABLES EXCEEDING 200 FEET ON THE TOWER SHALL HAVE GROUND KITS AT THE MIDPOINT. PROVIDE AS REQUIRED.
2. ONLY MECHANICAL CONNECTIONS ARE ALLOWED TO BE MADE TO CROWN CASTLE USA INC. TOWERS. ALL MECHANICAL CONNECTIONS SHALL BE TREATED WITH AN ANTI-OXIDANT COATING.
3. ALL TOWER GROUNDING SYSTEMS SHALL COMPLY WITH THE REQUIREMENTS OF THE RECOGNIZED EDITION OF ANSI/TIA 222 AND NFPA 780.

4 TYPICAL ANTENNA CABLE GROUNDING
SCALE: NOT TO SCALE



5 HARDWARE DETAIL FOR EXTERIOR CONNECTIONS
SCALE: NOT TO SCALE

6 NOT USED
SCALE: NOT TO SCALE

X NETWORK LLC

CROWN CASTLE
1220 AUGUSTA DRIVE, SUITE 500
HOUSTON, TX 77057

POD
POWER OF DESIGN
11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299
502-437-5252

X NETWORK LLC SITE
NUMBER: 871456

BU #: 871456
SOUTH MT MOTOROLA

10919 S CENTRAL AVE
PHOENIX, AZ 85042

EXISTING 120 FT SELF
SUPPORT

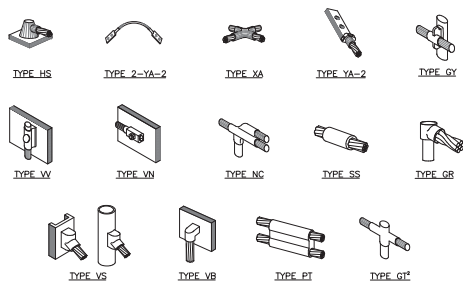
ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
0	05/19/25	AMM	CONSTRUCTION	MEP



IT IS A VIOLATION OF LAW FOR ANY PERSON,
UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER,
TO ALTER THIS DOCUMENT.

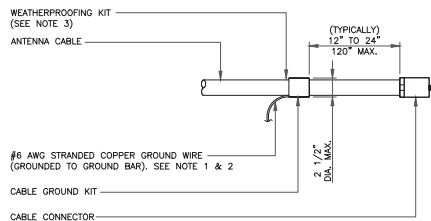
SHEET NUMBER: **G-2** REVISION: **0**



NOTE:

1. ERIOC EXOTHERMIC "MOLD TYPES" SHOWN HERE ARE EXAMPLES. CONSULT WITH CONSTRUCTION MANAGER FOR SPECIFIC MOLDS TO BE USED FOR THIS PROJECT.
2. MOLD TYPE ONLY TO BE USED BELOW GRADE WHEN CONNECTING GROUND RING TO GROUND ROD.

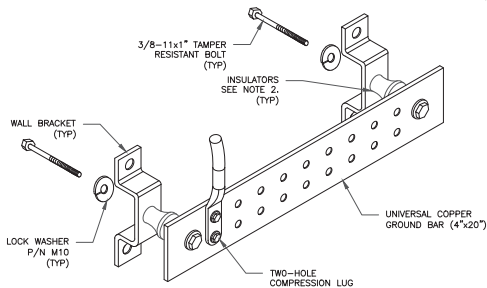
1 CADWELD GROUNDING CONNECTIONS
SCALE: NOT TO SCALE



NOTES:

1. DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.
2. GROUNDING KIT SHALL BE TYPE AND PART NUMBER AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER.
3. WEATHER PROOFING SHALL BE TWO-PART TAPE KIT, COLD SHRINK SHALL NOT BE USED.

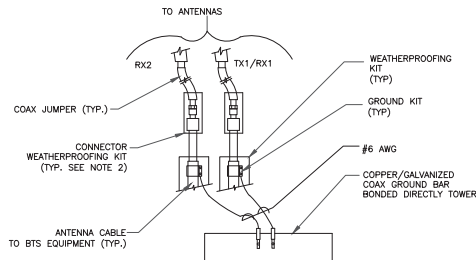
3 CABLE GROUND KIT CONNECTION
SCALE: NOT TO SCALE



NOTES:

1. DOWN LEAD (HOME RUN) CONDUCTORS ARE NOT TO BE INSTALLED ON CROWN CASTLE USA INC. TOWER, PER THE GROUNDING DOWN CONDUCTOR POLICY QAS-STD-10091. NO MODIFICATION OR DRILLING TO TOWER STEEL IS ALLOWED IN ANY FORM OR FASHION, CAD-WELDING ON THE TOWER AND/OR IN THE AIR ARE NOT PERMITTED.
2. OMIT INSULATOR WHEN MOUNTING TO TOWER STEEL OR PLATFORM STEEL. USE INSULATORS WHEN ATTACHING TO BUILDING OR SHELTERS.

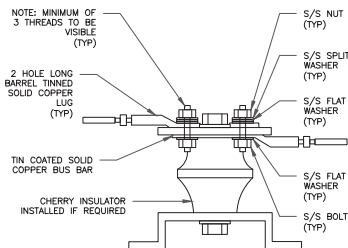
6 GROUND BAR DETAIL
SCALE: NOT TO SCALE



NOTES:

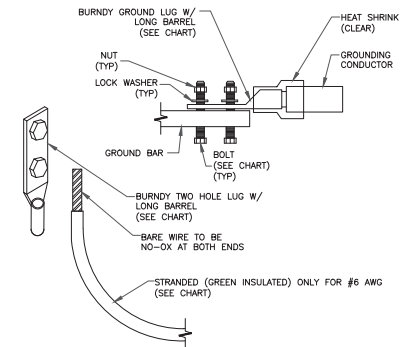
1. DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO ANTENNA GROUND BAR.
2. WEATHER PROOFING SHALL BE TWO-PART TAPE KIT. COLD SHRINK SHALL NOT BE USED.

4 GROUND CABLE CONNECTION
SCALE: NOT TO SCALE



7 LUG DETAIL
SCALE: NOT TO SCALE

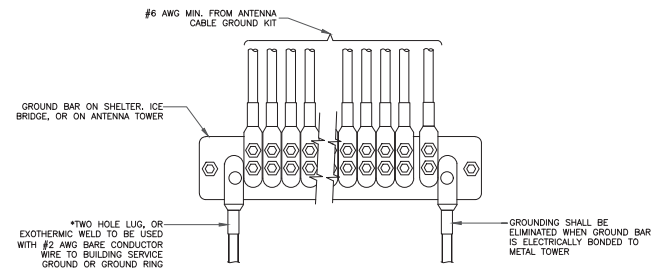
WIRE SIZE	BURNDY LUG	BOLT SIZE
#6 AWG GREEN INSULATED	YA6C-2TC38	3/8" - 16 NC S 2 BOLT
#2 AWG SOLID TINNED	YA3C-2TC38	3/8" - 16 NC S 2 BOLT
#2 AWG STRANDED	YA2C-2TC38	3/8" - 16 NC S 2 BOLT
#2/0 AWG STRANDED	YA26-2TC38	3/8" - 16 NC S 2 BOLT
#4/0 AWG STRANDED	YA28-2N	1/2" - 16 NC S 2 BOLT



NOTES:

1. ALL GROUNDING LUGS ARE TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. ALL HARDWARE BOLTS, NUTS, LOCK WASHERS SHALL BE STAINLESS STEEL. ALL HARDWARE ARE TO BE AS FOLLOWS: BOLT, FLAT WASHER, GROUND BAR, GROUND LUG, FLAT WASHER AND NUT.

2 MECHANICAL LUG CONNECTION
SCALE: NOT TO SCALE



5 GROUNDWIRE INSTALLATION
SCALE: NOT TO SCALE

8 NOT USED
SCALE: NOT TO SCALE

X NETWORK LLC

CROWN CASTLE
1220 AUGUSTA DRIVE, SUITE 500
HOUSTON, TX 77057

POD
POWER OF DESIGN
11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299
502-437-5252

X NETWORK LLC SITE
NUMBER: 871456

BU #: 871456
SOUTH MT MOTOROLA

10919 S CENTRAL AVE
PHOENIX, AZ 85042

EXISTING 120 FT SELF
SUPPORT

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
0	05/19/25	AMM	CONSTRUCTION	MEP



05/19/2025 PIPES: 6/30/2025

IT IS A VIOLATION OF LAW FOR ANY PERSON,
UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER,
TO ALTER THIS DOCUMENT.

SHEET NUMBER:

G-3

REVISION:

0



To: Parks and Recreation Board

Date: June 26, 2025

From: Cynthia Aguilar, Director

Subject: APPROVAL FOR ARIZONA STATE UNIVERSITY/ KAET TOWER PROJECT

This report requests Parks and Recreation Board (Board) authorization for the Arizona Board of Regents, Arizona State University doing business as KAET (ASU/KAET), to remove two outdated communications towers and replace with a single new tower on South Mountain. Staff also requests authorization to enter into an amended and/or new license agreement with ASU/KAET through June 30, 2032, and for the Parks and Recreation Director to execute all related agreement documents.

BACKGROUND

Currently, ASU/KAET has License Agreement No. 134348 for a communication tower on South Mountain. The agreement identifies one tower at Site No. 16; however, a second ASU/KAET tower exists that was installed approximately 25 years ago. The existing site is used for scholastic and telecommunication purposes, in addition to transmitting communications for ASU's police. The two towers are outdated and ASU/KAET has submitted a proposal to consolidate the two towers into one updated tower within its current footprint.

DISCUSSION

The project scope includes the removal of two existing guyed antennae towers per the site plan and replace them with a single self-supporting antenna tower. Existing guy wires, supporting the existing two antennae towers, will be removed and the above ground guy anchors will be cut off at ground level. The current plan is that the ground below concrete will remain in place to not disturb natural ground; however, further evaluation will be performed to determine if removal and ground restoration is the appropriate direction. ASU/KAET has submitted preliminary plans and drawings which address the main components of the request (**Attachment A**).

Upon Board approval and prior to any work beginning, ASU/KAET will submit the remaining documents required for this project. Items include:

- Description of any oversized loads that will be required for construction including an approximate timeline.
- Plans for placement of construction equipment, ingress and egress of trucks, and the other reasonable assurance that construction will not interfere with other broadcasters.
- Any current or historical information regarding the second ASU/KAET tower.

ASU/KAET will also be required to obtain all necessary site and construction approvals from the Parks and Recreation Department and permits from the Planning and Development Department. Further, the Parks and Recreation Department must approve the final crane location to minimize any impact to the area.

ASU/KAET will also enter into an amended or new license agreement pending on direction from the Law Department. The contractual obligations will remain the same for ASU/KAET for the remainder of the current license term which will expire June 30, 2032.

This project is anticipated to begin November 2025 and be completed within three to four months. Parks and Recreation Department staff will monitor the construction process and ensure all disturbed areas are completely remediated.

RECOMMENDATION

Staff requests Board authorization for the Arizona Board of Regents, Arizona State University doing business as KAET (ASU/KAET), to remove two outdated communications towers and replace with a single new tower on South Mountain. Staff also requests authorization to enter into an amended and/or new license agreement with ASU/KAET through June 30, 2032, and for the Parks and Recreation Director to execute all related agreement documents.

Prepared by: Theresa Faull, Deputy Director
Approved by: Brandie I. Barrett, Assistant Director

PT

D

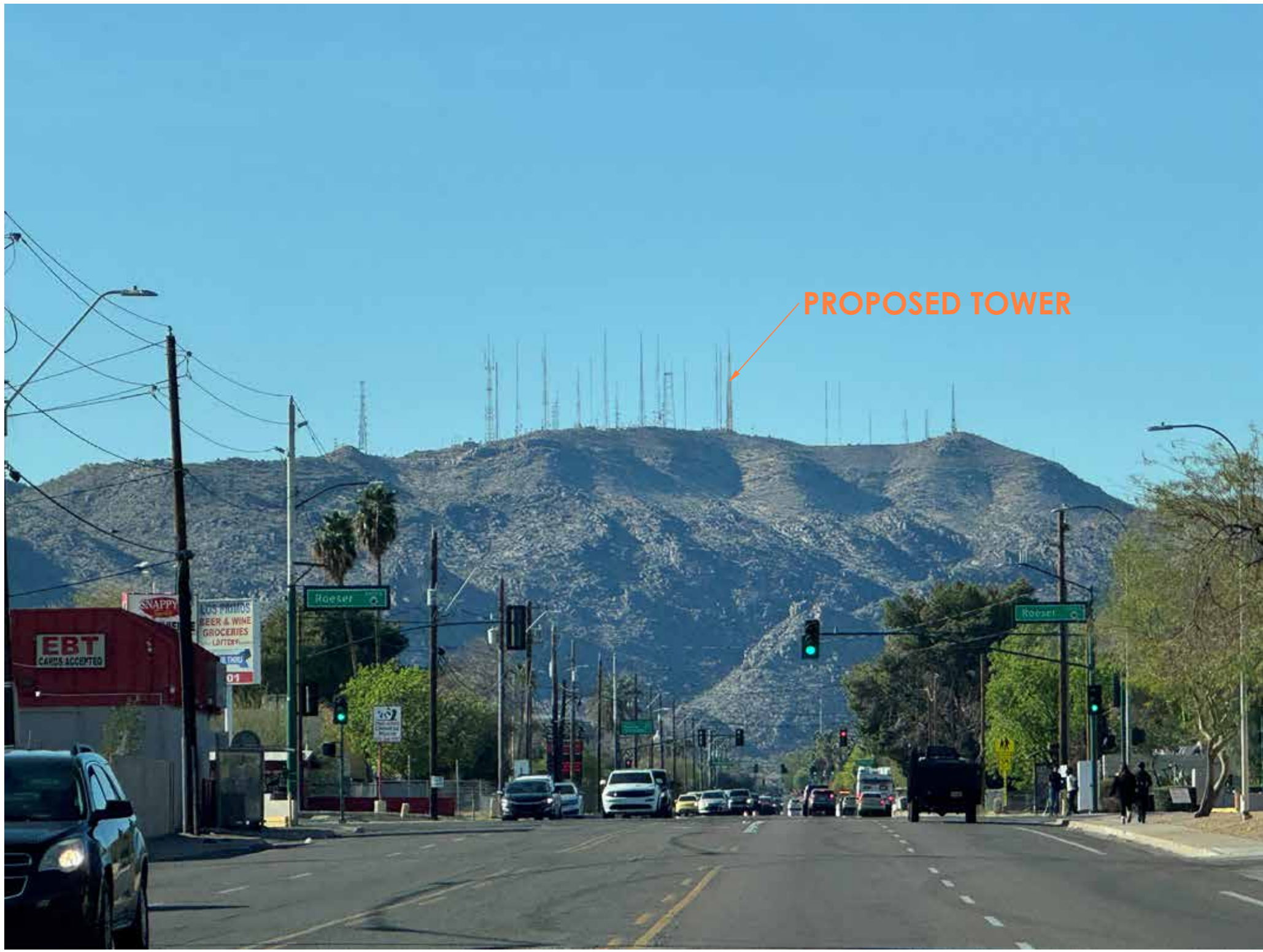
C

B

A



VIEW OF SOUTH MOUNTAIN TOWERS | FACING SOUTH



VIEW OF SOUTH MOUNTAIN TOWERS | FACING NORTH



VIEW OF SOUTH MOUNTAIN TOWERS | FACING NORTH



VIEW OF STATION TOWERS | FACING EAST



4/4/2025 12:36:48 PM

ORIGINAL SHEET - ARCHITECT



Stantec Architecture Inc.
3133 West Frye Road Suite 300
Phoenix, AZ 85048
Tel: (480) 487-6100 www.stantec.com

Consultant

2025/02/26

BUILDING PERMIT SUBMITTAL

Permit/Seal

**PRELIMINARY
NOT FOR
CONSTRUCTION**

Not for permits, pricing or other official purposes. This document has not been completed or checked and is for general information or comment only.

Client/Project
ARIZONA STATE UNIVERSITY

SMP MEDIA ENTERPRISE TOWER

10440 SOUTH CENTRAL AVENUE
PHOENIX, AZ 85048

Project No.: 2007130433

File Name: N/A

Scale: 1" = 100'-0"

GR	Designer	DT	2024.11.20
Dwn	Dign	CHKD	YYYY-MM-DD

Title
ANTENNA TRANSMISSION
TOWER PHOTO EXHIBITS

Revision:
Drawing No.

G110

ASU PROJECT NO. 104365

05/23/2025 PRELIMINARY SUBMITTAL

1
AS100

PARTIAL ARCHITECTURAL SITE PLAN

1" = 30'-0"



SITE PLAN LEGEND

- (E) ADJACENT TELEVISION/RADIO BROADCAST TRANSMITTER BUILDINGS - NOT IN SCOPE OF WORK
- PROJECT LOCATION SCOPE OF WORK LIMITED TO TENANT IMPROVEMENTS - ROOM A AND ROOM C TRANSMITTER EQUIPMENT REPLACEMENT
- RED DASHED LINES INDICATE ITEMS TO BE REMOVED

SITE PLAN GENERAL NOTES

- DO NOT SCALE DRAWINGS.
- CONTRACTOR TO COORDINATE SITE AND BUILDING ACCESS WITH THE OWNER.
- CONTRACTOR TO COORDINATE EQUIPMENT DELIVERY, STAGING, AND CLEARANCES REQUIRED FOR INSTALLATION WITH THE OWNER PRIOR TO COMMENCEMENT OF WORK.

PROJECT INFORMATION

OWNER: CITY OF PHOENIX PARKS
251 W WASHINGTON STREET
PHOENIX, AZ 85003

ADDRESS: 10640 SOUTH CENTRAL AVENUE
PHOENIX, AZ 85048

ZONING INFORMATION

PROJECT DESCRIPTION:
ANTENNA TOWER AND TRANSMITTER REPLACEMENT FOR KAET BROADCAST STATION. NO SCOPE OF WORK FOR MODIFYING THE EXTERIOR OF THE BUILDING. NO CHANGE IN OCCUPANCY, EGRESS OR BUILDING USE.

MARICOPA COUNTY INFORMATION
APN: 300-36-006
DESCRIPTION: SECTION S 20 & 21 1S 3E 1280.00 AC
LOT SIZE: 1,280 AC (65,756,800 SF)
S/T/R: 21 1S 3E
DEED: NOD-39424

CITY OF PHOENIX ZONING INFORMATION
PROPERTY ZONE: RE-35 HP SP
RESIDENTIAL ESTATE 35
SOUTH MOUNTAIN PARK HISTORIC

DISTRICT VILLAGE: AHWATUKEE FOOTHILLS

USE OF THE BUILDING: RADIO AND TELEVISION STATION/BROADCAST TRANSMITTER EQUIPMENT BUILDING.

DISTRICT REGULATIONS
NOTE: ALL SETBACKS MEET OR EXCEED DISTRICT REGULATIONS

BUILDING SETBACKS: 40' FRONT
40' REAR
20' SIDE

MAXIMUM HEIGHT: 2 STORIES AND 30' ALLOWED
EXISTING 1 STORY AT 19'-6"
NO CHANGES PROPOSED

LOT COVERAGE: 25% ALLOWED

COVERED: LESS THAN 1% OF PARCEL

PARKING CALCULATIONS
- NO SITE PLAN AMENDMENTS PROPOSED
- FACILITY IS NOT ACCESSIBLE TO THE PUBLIC
- NO PROPOSED CHANGES IN USE OF THE PROPERTY OR INCREASE IN THE NUMBER OF REQUIRED PARKING SPACES.
- NO PROPOSED TENANT, CONSTRUCTION OR SITE PLAN AMENDMENTS

PARKING REQUIRED: 1 SPACE PER 3 EMPLOYEES
PARKING PROVIDED: 2 EMPLOYEES / 1 SPACE PROVIDED

BUILDING INFORMATION
BUILDING DESCRIPTION: EXISTING SINGLE STORY CONCRETE SLAB ON GRADE BUILDING OF MASONRY CONSTRUCTION AT THE EXTERIOR WALLS WITH PRE-ENGINEERED WOOD TRUSSES AND WOOD FRAMED ROOFS.

ALLOWABLE BUILDING AREA: 9,000 SF [IBC TABLE 5-B]
EXISTING BUILDING AREA: 3,076 SF | NO CHANGES PROPOSED
BUILDING USE: COMMUNICATIONS FOR TELEVISION TRANSMISSION

OCCUPANCY: B | BUSINESS

OCCUPANCY LOAD CALCULATION:
3,076 SF / 300 = 11 OCCUPANTS
NOTE: EMPLOYEE OCCUPANT LOAD: 2
NO PROPOSED CHANGES

VICINITY MAP



CITY OF PHOENIX APPROVALS:

Consultant

2025.02.28

BUILDING PERMIT SUBMITTAL

Permit/Seal

PRELIMINARY NOT FOR CONSTRUCTION

Not for permits, pricing or other official purposes. This document has not been completed or checked and is for general information or comment only.

Client/Project
ARIZONA STATE UNIVERSITY

SMP MEDIA ENTERPRISE TOWER

10640 SOUTH CENTRAL AVENUE
PHOENIX, AZ 85048

Project No.: 2007130433

File Name: N/A

Scale: As indicated

GR	Designer	DT	2025.02.28
Dwn	Dign	CHG	YYYY.MM.DD

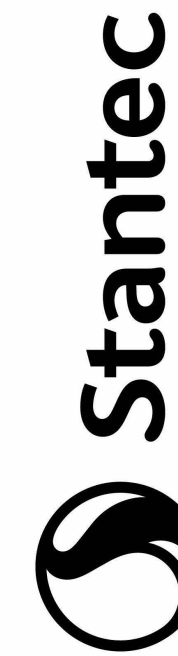
Title

SITE PLAN

Revision:
Drawing No.

AS100

ASU PROJECT NO. 104365



Stantec Architecture Inc.
3133 West Frye Road Suite 300
Phoenix, AZ 85029-4555
Tel: (480) 687-6100 www.stantec.com

05/23/2025 PRELIMINARY SUBMITTAL

E

D

C

B

A

1

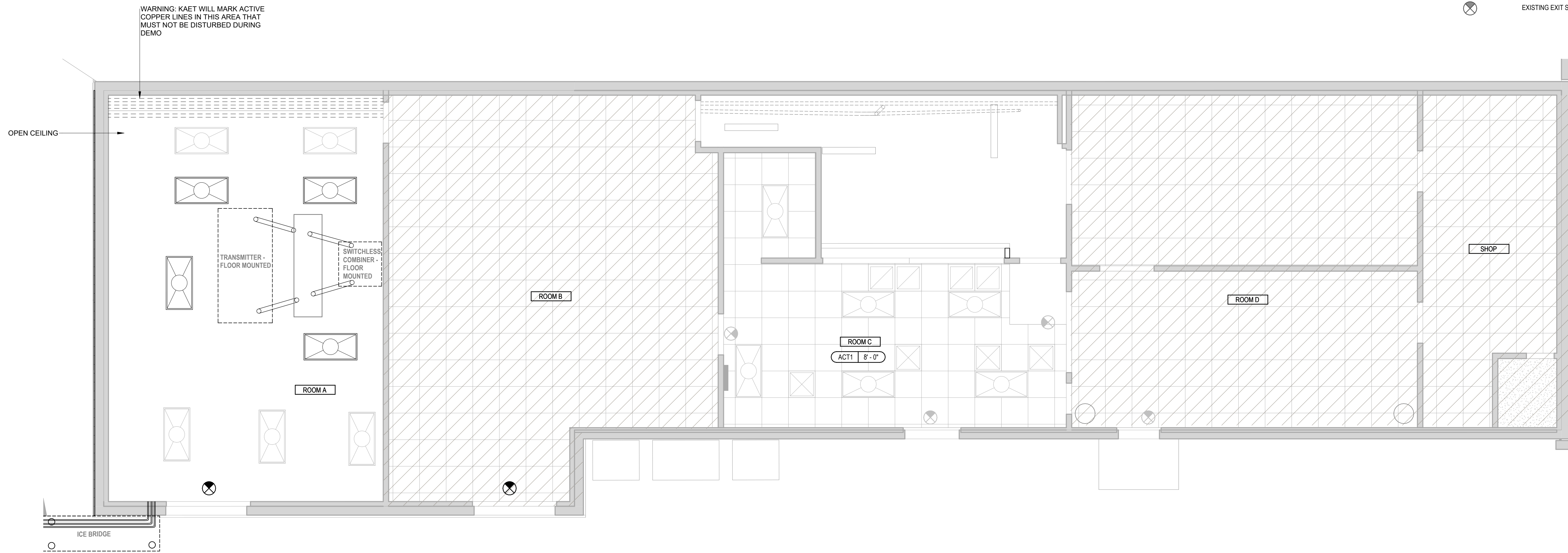
2

3

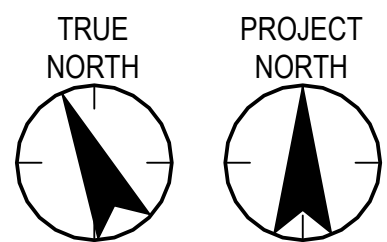
4

5

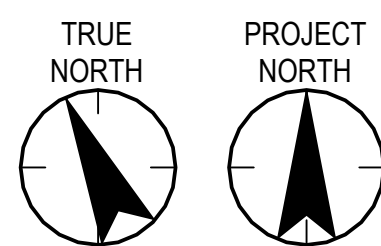
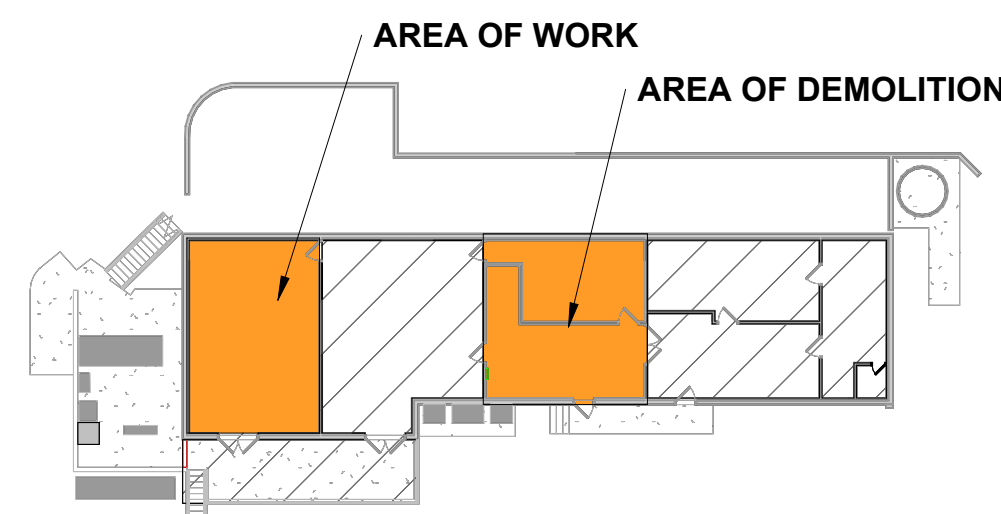
6



B1
A102 REFLECTED CEILING PLAN - PRELIMINARY
1/4" = 1'-0"



KEYPLAN



RCP GENERAL NOTES

- A. DIMENSIONS ARE TO THE FACE OF FINISH, NEW SUBSTRATE OR GRIDLINE. "CLEAR" DIMENSIONS ARE TO FACE OF FINISH.
- B. FIELD VERIFY ALL EXISTING CONDITIONS AND THEIR COMPATIBILITY WITH NEW CONSTRUCTION PRIOR TO THE COMMENCEMENT OF WORK. COORDINATE DISCREPANCIES WITH ARCHITECT.
- C. REFERENCE GENERAL NOTES ON SHEET G001
- D. REFER TP SHEET G003 FOR EXITING AND CODE INFORMATION
- E. PAINT ALL WALLS AND GWS SURFACES / SOFFITS
- F. CLEAN AND REPAIR SLAB AS REQUIRED AT ALL ROOMS WITH OPEN TO STRUCTURE CEILINGS.

RCP LEGEND

- NO SCOPE OF WORK
- EXISTING PARTITION TO BE REMOVED
- EXISTING 2X4 CEILING SYSTEM
- EXISTING GYPSUM BOARD CEILING
- EXISTING 2X4 LAY LIGHT FIXTURE
- EXISTING SUPPLY DIFFUSER
- EXISTING RETURN AIR DIFFUSER
- OTS OPEN TO STRUCTURE
- FE EXISTING FIRE EXTINGUISHER
- EXISTING EXIT SIGN

Consultant

2025.02.26

BUILDING PERMIT SUBMITTAL

Permit/Seal

PRELIMINARY NOT FOR CONSTRUCTION

Not for permits, pricing or other official purposes. This document has not been completed or checked and is for general information or comment only.

Client/Project
ARIZONA STATE UNIVERSITY

SMP MEDIA ENTERPRISE TOWER

10440 SOUTH CENTRAL AVENUE
PHOENIX, AZ 85048

Project No.: 2007130433

File Name: N/A

Scale: As indicated

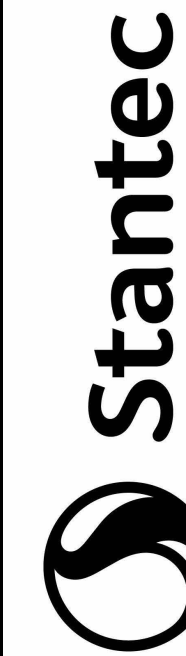
Author	Designer	Checker	2024.10.25
Dwn	Dign	CHKD	YYYY.MM.DD

Title
REFLECTED CEILING PLAN
-PRELIMINARY

Revision:
Drawing No.

A102

ASU PROJECT NO. 104365



Stantec Architecture Inc.
3133 West Frye Road Suite 300
Phoenix, AZ 85029-4555
Tel: (480) 487-6100 www.stantec.com

05/23/2025 PRELIMINARY SUBMITTAL

F

D

C

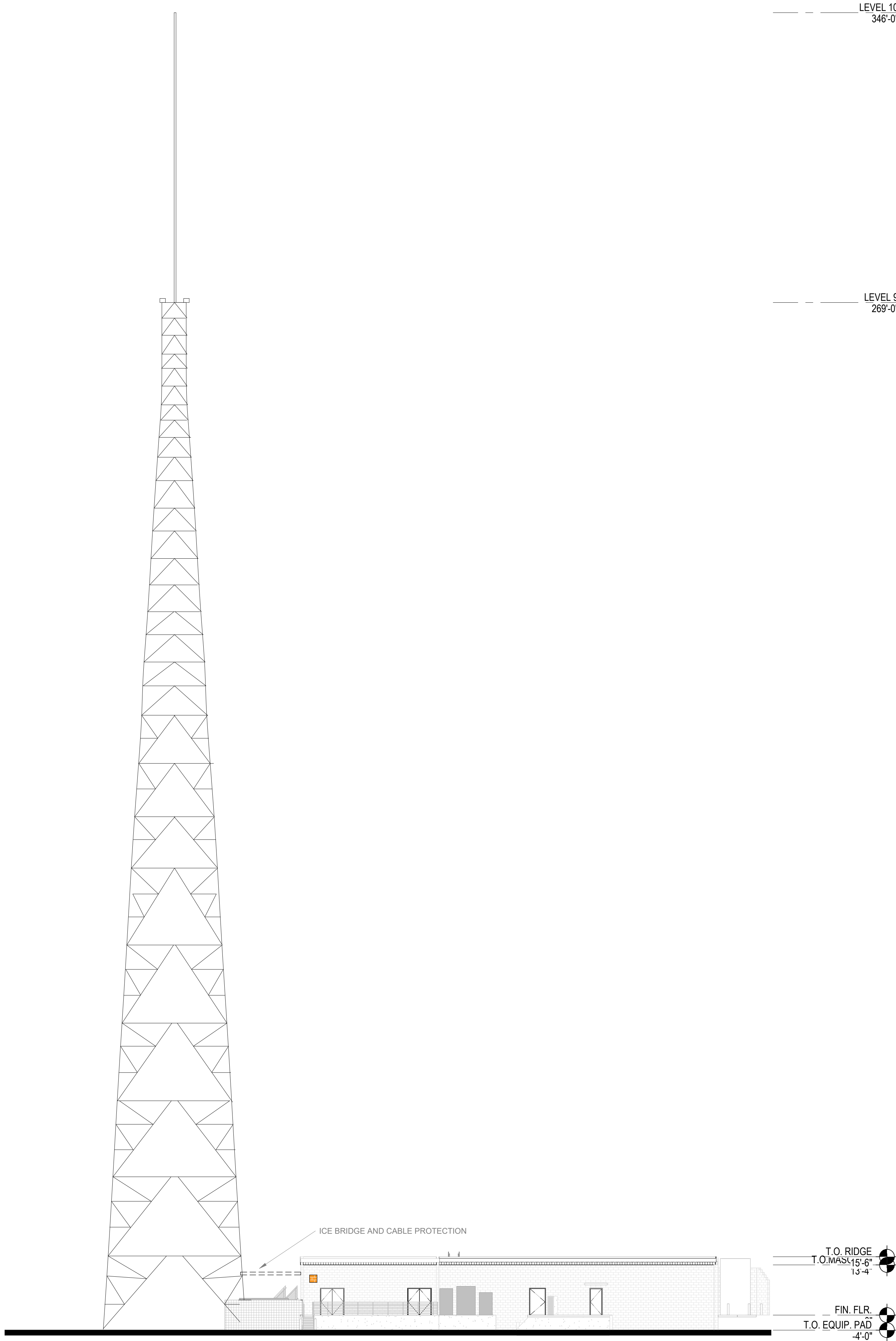
B

A

1
A200

SOUTH ELEVATION - TOWER

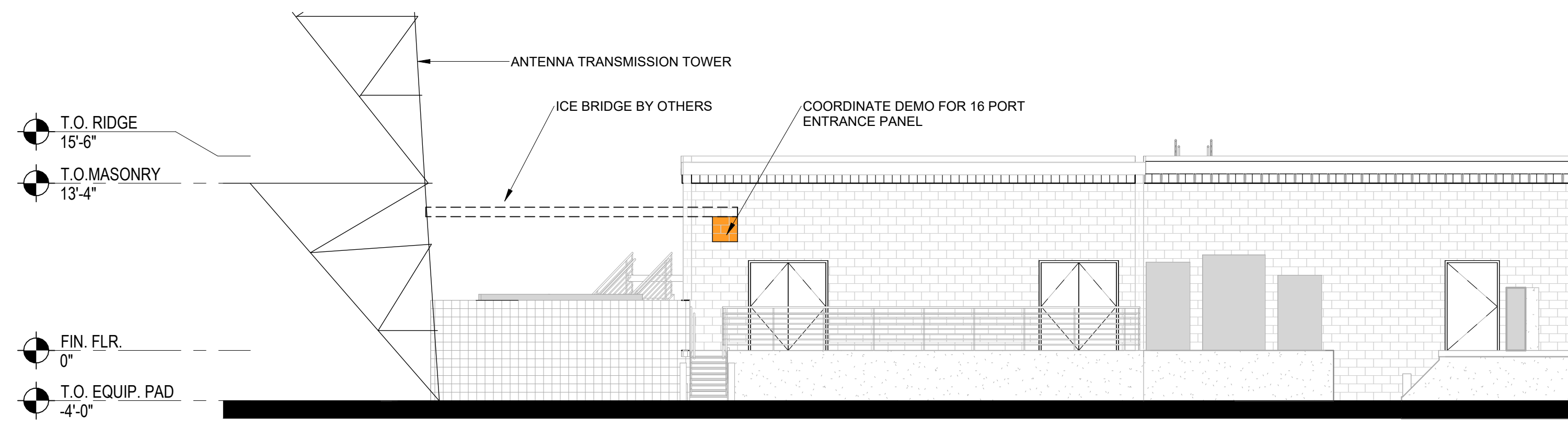
1/16" = 1'-0"



2
A200

SOUTH ELEVATION - PARTIAL ENLARGED

1/8" = 1'-0"



Consultant

2025.02.28

BUILDING PERMIT SUBMITTAL

Permit/Seal

PRELIMINARY NOT FOR CONSTRUCTION

Not for permits, pricing or other official purposes. This document has not been completed or checked and is for general information or comment only.

Client/Project
ARIZONA STATE UNIVERSITY

Project No.: 2007130433

File Name: N/A

Scale: As indicated

Author: Designer: Checker: 2024.10.25
Drawn: Digit: Chkd: YYYY-MM-DD

Title

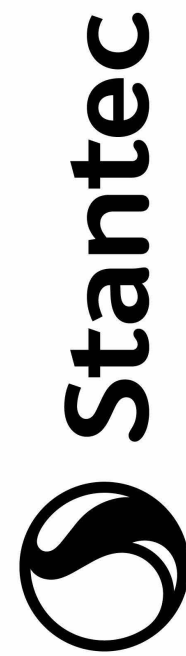
SOUTH ELEVATION -TOWER

Revision:

Drawing No.

A200

ASU PROJECT NO. 104365



Stantec Architecture Inc.
3133 West Frye Road Suite 300
Phoenix, AZ 85048
Tel: (480) 487-6100 www.stantec.com

This document and its contents are the property of Stantec. It is to be used only for the project and purpose for which it was prepared. It is not to be reproduced, copied, or distributed without the written consent of Stantec.

05/23/2025 PRELIMINARY SUBMITTAL



To: Parks and Recreation Board

Date: June 26, 2025

From: Cynthia Aguilar, Director

Subject: INTERDEPARTMENTAL TRAILS HEAT SAFETY PARTNERSHIP

This report provides the Parks and Recreation Board (Board) with information on an interdepartmental partnership that led to the installation of ice machines at popular trailheads to support trail heat safety and mountain rescues.

BACKGROUND

With Phoenix experiencing some of the hottest summers in recorded history, promoting hiker safety has become increasingly important. The City relies on Park Steward volunteers and Park Rangers to educate hikers on trail use and heat safety during the summer months. The Parks and Recreation Department (Parks) also maintains a long-standing partnership with the Phoenix Fire Department (Fire) to support these efforts. In recent years, Parks has partnered with the Office of Heat Response and Mitigation (OHRM) and the Phoenix Community Emergency Response Team (CERT) to organize volunteers to provide outreach at trailheads and to promote the Take a Hike. Do it Right. campaign. As part of this initiative, volunteers distribute chilled water bottles and share safety information at popular trailheads to help prevent heat-related emergencies.

DISCUSSION

To support heat relief efforts at high-use hiking areas, Parks launched a new initiative in fall 2024. With funding from OHRM, ice machines were installed at Piestewa Peak Trailhead in the Phoenix Mountains Preserve and Echo Canyon Trailhead on Camelback Mountain. Parks and Fire Departments worked together to find optimal placement based on need and access to power. As of June 6, 2025, both trailheads are equipped with machines that provide a reliable supply of ice.

These machines play a critical role in emergency response. Current medical protocols direct Fire personnel to use rapid cooling bags when treating individuals with heat stroke in the field. Patients are placed in a cooling bag filled with ice and given fluids. This treatment has significantly improved outcomes, with many patients discharged neurologically intact. Having ice readily available at trailheads allows Fire to perform this life-saving intervention onsite.

On June 9, 2025, multiple heat-related rescues occurred on Camelback Mountain. On this day, Fire responded to assist four hikers, one of whom required advanced medical care. Ice from the Echo Canyon machine was used to fill a rapid cooling bag and perform cold-water immersion. This response highlights the importance of having ice machines available during extreme heat emergencies.

In addition to emergency response, ice from the machines is also used to cool water distributed during Take a Hike. Do it Right. outreach efforts.

This collaborative effort demonstrates the importance of proactive planning and interdepartmental coordination to enhance trail safety. The availability of ice at key trailheads supports both emergency response and ongoing community outreach during extreme heat conditions.

Parks and Fire Departments are currently working together to evaluate the feasibility by installing ice machines at additional trailhead locations where access to power is available.

RECOMMENDATION

This report is for information and discussion only.

Prepared by: Jarod Rogers, Deputy Director

Approved by: Brandie I. Barrett, Assistant Director



To: Parks and Recreation Board

Date: June 26, 2025

From: Cynthia Aguilar, Director

Subject: PARKS DEPARTMENT CAPITAL IMPROVEMENT PROGRAM UPDATE

This report provides the Parks and Recreation Board (Board) with an update of the Parks and Recreation Department's Capital Improvement Program.

BACKGROUND

The Phoenix park system spans more than 40,000 acres and includes 188 flatland parks, ranging from pocket and neighborhood parks to large community and regional parks. It also features over 200 miles of trails, approximately 500 buildings, 33 community centers, 29 pools, 12 dog parks, eight golf courses, nearly 300 play structures and hundreds of athletic fields and sports courts.

The Parks and Recreation Department's (Department) preliminary Capital Improvement Plan (CIP) for Fiscal Years (FY) 2025–2030 totals \$336,557,662. This includes \$262,975,000 in voter-approved Phoenix Parks and Preserves Initiative (PPPI) funds, \$7,306,570 in Impact Fees and \$63,276,092 in 2023 General Obligation (GO) Bond funds.

The FY 2025–2030 CIP focuses on constructing new park facilities, redeveloping existing amenities and addressing critical upgrades to aging infrastructure. Planned improvements include new community parks, shade structures, Americans with Disabilities Act (ADA) enhancements, irrigation system upgrades, LED lighting installation, parking lot repairs, chilled drinking fountains and renovated restrooms and playgrounds.

CIP projects are prioritized within a five-year planning window based primarily on park_needs and priority criteria. When a need is identified, staff take a holistic approach to determine whether additional improvements can be completed at the same time. This method improves cost effectiveness, increases operational efficiency, reduces redundant work and minimizes impacts to the community.

To support the prioritization process, the Department uses a three-tiered rating system to evaluate the life span of park amenities. Amenities are classified as new, at mid-life or in need of replacement. These ratings are reviewed and updated annually to guide project planning and resource allocation.

DISCUSSION

The Department last provided an update to the Board in September 2024, and since that update the Department has continued to make progress on a wide range of CIP projects. These include projects in various stages of planning, design and construction, as well as recently completed improvements. The following section highlights some of the key projects funded through the CIP, including those supported by American Rescue Plan Act (ARPA) and GO Bond funds.

Projects in Design

The following are currently at various stages of the design process, with some design processes nearing completion.

Lone Mountain Park, 56th Street & Montgomery Road

The Lone Mountain Park project is a new 40-acre park development that will feature play areas, sports fields, courts, ramadas, walking paths, improved parking, restrooms, hardscape and landscape enhancements and lighting. These amenities are designed to support community use and recreation. The design is nearly complete, with construction expected to begin in fall 2025.

North Mountain Park, 10608 N. 7th Street

Improvements at North Mountain Park include new restrooms, a traffic circle, a centralized playground, three parking lots, remodeled ramadas and revegetation. The project also includes upgrades to sewer, electrical and water lines, along with enhanced trail connections and designated pedestrian zones. This project is in the early stages of the design process and is expected to be completed in spring 2026 followed by the commencement of construction.

South Mountain Park Historic Park Ranger Station

This project will stabilize a 1930s building and have some exterior improvements. It will also include sealing work to protect the structure from the elements. This project is currently more than halfway through the design phase.

Highline Park, 1346 E. South Mountain Avenue

The renovations at Highline Park include court upgrades, improved lighting, a new irrigation system and restroom improvements. Design is nearly complete with construction expected to begin in fall 2025.

Santa Maria Park, 3425 S. 71st Avenue

Improvements at Santa Maria Park include a skate plaza, sand volleyball court, ramada, water fountain, picnic table and benches. Design is nearly complete with construction expected to begin in fall 2025.

Sweetwater Park, 13230 N. 44th Street

The Sweetwater Park renovation will include parking lot upgrades, improved area lighting, renovated ramadas, enhanced sport courts, a new playground, a new restroom and updated landscaping and irrigation. Design is nearly complete, with construction expected to begin in fall 2025.

Pierce Park, 2150 N. 46th Street

Renovations at Pierce Park include six new lighted pickleball courts, upgraded lighting for the tennis court, and resurfacing of the basketball, volleyball and tennis courts. The project also includes new ADA access to the basketball and volleyball courts. Design is nearly complete, with construction expected to begin in fall 2025.

Christy Cove Park, 2352 E. Christy Drive

Improvements at Christy Cove Park include the installation of pathway lighting and parking lot upgrades to enhance safety and accessibility. The design phase is more than halfway complete, and construction is expected to begin in winter 2025–26.

USS Phoenix Cold War Monument at Steele Indian School Park, 300 East Indian School Road

The USS Phoenix Cold War Monument, currently more than halfway through the design phase, will be located at Steele Indian School Park. It will honor the vital role of the U.S. Navy's attack submarine force during the Cold War and serve as an educational space that recognizes the service and sacrifice of submarine sailors, civil servants, defense workers and builders who contributed to the nation's security from 1946 to 1991. The Board approved the installation of this monument in October 2008 followed by ongoing fundraising efforts by the USS Phoenix Commission, an update was provided to the Board in February 2016. Design is expected to be completed in 2025-26.

Granada Park, 6505 N. 20th Street

Renovations at Granada Park include a new playground, walking paths, a remodeled restroom and an LED lighting retrofit. This project is currently halfway through the design phase.

3rd Street Rio Salado Bike/Pedestrian Bridge and Pathway

The Phoenix Streets Transportation Department is in the early design stage for the City's first and only bike and pedestrian bridge across the Rio Salado (Salt River). The scope of this project consists of constructing a bridge across the Rio Salado generally along the 3rd Street alignment. Design is currently underway and expected to be completed by spring 2026.

Projects Currently in Construction

The following projects are currently in various stages of construction.

Piestewa Peak Improvements

The project includes repaving the entry roadway, adding parking spaces, installing an automatic entry gate with a vehicular turnaround, and installing electronic informational signage. It also involves constructing an ADA-accessible pedestrian bridge at the Ocotillo Ramada. Construction of the accessible pedestrian bridge helps to address ongoing erosion issues within a small portion of the nature trail while also providing people with limited mobility an opportunity to go further into the preserve. All improvements are scheduled to be completed by the end of this year, 2025. The Ocotillo Trailhead and Ramada areas are expected to reopen to the public by late summer 2025.

South Mountain Activity Complex, 10401 S. Central Avenue

The renovation of the South Mountain Park/Preserve Activity Complex is a major construction project that will replace the outdated amenities within the existing complex. The site spans approximately

eleven acres and includes two large shade canopies designed for group gatherings and events, six small family ramadas, two restroom facilities and multiple seating areas. The renovated complex will also include four rays that point toward culturally significant mountains: Hole-in-the-Rock at Papago Park, Camelback Mountain, Piastewa Peak and Shaw Butte. These mountains hold deep meaning for the O'odham peoples. Educational interpretive signage will be added to explain the cultural and historical importance of these mountain ranges to the region's ancestral communities. Completion of this project is estimated for winter 2025-26.

San Juan Roadway, located in the South Mountain Preserve

The San Juan Roadway improvement project includes crack filling and asphalt resealing along approximately four miles of San Juan Road within South Mountain Park/Preserve. This project is estimated to be completed in fall/winter 2026.

Laveen Heritage Park, 71st Avenue and Meadows Loop Road

Laveen Heritage Park is a new park currently under development and will become the City's 189th park upon completion in summer 2025. Planned amenities include lighted sport courts, a playground, a FitPHX walking loop, a small parking lot, sidewalks, landscaping and irrigation. Once complete, the park will provide the growing Laveen community with additional recreational opportunities and outdoor space.

Surrey Park, 3835 W. Joan De Arc Avenue

Surrey Park improvements include new basketball and volleyball courts, outdoor games and upgrades to the parking lot. Project is estimated for completion in winter 2025-26.

Sun Ray Park, 4059 E. Ray Road

Sun Ray Park is currently under construction with a renovation project that includes a new playground, upgraded lighting, improved restrooms, renovated sports courts and enhanced ballpark seating. Project is estimated for completion in summer 2026.

Kipok Park, 4350 S. 9th Avenue

Kipok Park renovations include a half-court basketball area, a new four-square court, picnic tables, updated landscaping and a drinking fountain. Project is estimated for completion in fall 2026.

Ho-E Park, 128 W. Illini Street

Ho-E Park is undergoing a complete renovation that will include a new playground, benches, picnic tables, ramadas, updated landscaping and a drinking fountain use. Project is estimated for completion in fall 2026.

Completed Projects

Below are a few recently completed projects.

South Mountain Visitor Center, 10919 S. Central Avenue

The Department completed a full renovation of the South Mountain Visitor Center, formerly known as the South Mountain Environmental Education Center. The renovation included new exhibits, such as multisensory displays for children, a large 9-by-16-foot multiscreen map with interactive views of the

preserve, and a designated space for traveling exhibits. Upgrades to the adjacent conference building included a new kitchenette, projector system, updated flooring, and renovated restrooms.

The Visitor Center reopened to the public on November 8, 2024, as part of a special celebration marking the South Mountain Centennial and 100 years of City stewardship of the preserve.

Farmland Park, 87th Avenue and Lower Buckeye

Farmland Park is the 188th park in the City's park system. It officially opened on April 12, 2025. The ten-acre park features lighted sport courts, a playground, a FitPHX walking loop, sidewalks, a small parking lot and area lighting. Additional enhancements include landscaping and irrigation. Farmland Park expands access to outdoor recreation for the surrounding community.

La Pradera, 6830 N. 39th Ave

La Pradera Park was recently renovated with new tennis, basketball and volleyball courts, ballfield enhancements, parking lot repairs and ADA improvements. To celebrate the completed project, a back-to-school ribbon cutting event is being planned for September 6, 2025.

Completed American Rescue Plan Act (ARPA) Projects

A major highlight of the Capital Improvement Program is the completion of American Rescue Plan Act (ARPA)-funded projects, supported by \$2.9 million allocated by the Phoenix City Council in June 2022. These improvements focused on accessibility, safety and expanding fitness opportunities across City parks and were all completed by spring 2025.

Adaptive playground upgrades were completed at seven parks which included Cortez Park, Mountain View, Mariposa, Mountain View Community Center, Sueno, El Reposo and Harmon Parks. These enhancements support children with physical, sensory and cognitive disabilities by providing inclusive play environments.

Sports court renovations were completed at 11 parks which included Marivue, Mariposa, El Reposo, Deer Valley, Palma, Coronado, Norton, Mountain View, Sueno, Buffalo Ridge and Pierce Parks. These updates improved safety and playability through resurfacing and repairs.

The WalkPHX program promotes community health by encouraging walking and providing free fitness resources. Since launching in 2014, it has expanded to 58 marked walking paths and 54 parks with fitness stations. Recent additions include new fitness stations at Cielito and Maryvale Parks, as well as new walking paths and fitness stations at Cactus, Palomino, Sweetwater, Old Cross Cut, Hayden, and Barrios Unidos Parks.

Future Projects

The following projects are in the early stages of planning.

New Park at Inspiration and Molly Lane

The Department is in the early planning stages of a new park at Inspiration and Molly Lane. Community input has guided the process through Steering Committee meetings and a public survey that included two proposed park concepts. Outreach efforts included student voting, newsletters,

mailed postcards and on-site signage. The survey closed in late May 2025, and results are currently being evaluated.

Papago Park Improvements

Papago Park improvements include a redesigned restroom, new lighting, upgraded ramadas and roadway enhancements. The study for these improvements is nearing completion, with results expected in fall/winter 2025. Once complete, the findings will help determine the scope of work necessary to prepare for the design process.

GO Bond Projects

The City's GO Bond Program provides funding for the construction and rehabilitation of City facilities and infrastructure, including parks, libraries, fire stations, police precincts, community centers, streets, storm drains and arts facilities. The Department was approved for a total of ten GO Bond projects. Funding to begin preliminary work for eight of the ten projects became available in FY 2024-25. Their current status is outlined below.

Neighborhood Parks Enhancement Program

This program allocates \$1.5 million for minor capital improvements in City parks. Neighborhood groups across Phoenix were invited to submit project proposals to the Department for enhancements to their local parks. Examples of requested amenities include benches, ramadas, sensory features for playgrounds and outdoor exercise equipment. All applications have been reviewed, and the Department plans to notify applicants about the status of their submittals by summer 2025.

Mountain View Community Center Sports Complex, 1104 E. Grover Avenue

This project will renovate outdoor sports courts and add new pickleball courts. The design phase is underway and is expected to be completed by fall 2025.

Estrella Civic Space – Phase 1, 99th Avenue & Lower Buckeye

This project marks the first phase in developing a 93-acre park at 99th Avenue and Lower Buckeye Road. Phase 1 includes updating the master plan and constructing approximately one-third of the planned amenities. Community engagement is currently underway. A community survey was distributed in late 2024, and two public meetings were held to gather input from residents. Engagement efforts to finalize the master plan will continue through fall 2025.

South Mountain Roadway Safety Enhancement Project

This project will improve five miles of roadway in South Mountain Park Preserve through repaving and structural reinforcement to enhance safety. A design firm will be selected through a Request for Qualifications process in fall 2025.

Esteban Recreation Center, 3345 E. Roeser Road

A new 4,000-square-foot recreation center is in design at Esteban Park. Planned amenities include youth and teen rooms, a conference room, restrooms and Wi-Fi. The design phase is expected to be completed in winter 2025.

Maryvale Park Regional Pool, 4444 N. 51st Avenue

This project will transform the Maryvale pool into an enhanced regional pool and repurpose the

existing pools at Marivue and Holiday Parks into interactive neighborhood splash pads. Maryvale regional pool will include a lap pool, interactive play features, a water slide, and ADA-compliant amenities. The design phase is expected to be completed by summer 2026.

Telephone Pioneers of America Park Recreation Center, 1946 W. Morningside Drive

Improvements will bring the building into ADA compliance with upgraded restrooms, flooring, lighting, cabinetry and safety systems. The project is in the design phase and is expected to be completed by winter 2026.

Margaret T. Hance Park Improvements

This project will support continued implementation of the approved Hance Park Master Plan through leveraged sponsorships and infrastructure upgrades.

Funding for the following two Parks GO Bond projects is scheduled to be available in FY 2026-27.

Harmon Park Regional Pool and Splash Pads

This project will transform the Harmon pool into an enhanced regional pool and repurpose the existing pools at Alkire, Grant and University Parks into interactive neighborhood splash pads. Harmon regional pool will include a lap pool, interactive play features, a water slide, and ADA-compliant amenities. Funding in FY 2026–27 will support project studies, followed by design and community engagement.

Desert View Civic Space – Phase 1

This phase will design and construct one-half of the planned 40-acre community park. Funding in FY 2026–27 will support the project study, design and community engagement.

The FY 2025-30 CIP reflects the Department's commitment to enhancing and maintaining its extensive park system. Through critical infrastructure upgrades, new park developments and expanded amenities, this plan ensures that City parks continue to meet the diverse needs of the community and promote safety, accessibility and enjoyment for all.

RECOMMENDATION

This item is for information and discussion only.

Prepared by: Todd Shackelford, Parks Development Deputy Director

Approved by: Martin Whitfield, Assistant Director