

Exhibit B

SAMPLE SITE LICENSE FORM

THIS SITE LICENSE (the “Site License”) is made and entered into this ___ day of _____, 20____, by and between the Town of Gilbert, an Arizona municipal corporation (“Town”), and _____, a _____ (“Provider”).

RECITALS

A. The Town of Gilbert “Terms and Conditions for Wireless Facilities On, Below Or Above Town-Owned Rights-of-Way” incorporated herein by this reference sets out various terms and conditions that govern this Site License (collectively the “Terms and Conditions”).

B. The Town of Gilbert “Standards for Encroachment of Structures into the Public ROW” incorporated herein by this reference (collectively the “Standards”) also govern the uses and facilities contemplated herein.

B. Town holds an interest in Town rights-of-way (the “ROW”) located approximately _____ feet _____ of the center of the intersection of _____ and _____.

C. This Site License allows Provider to use certain limited portions of the ROW.

D. The portions of the ROW that this Site License allows Provider to use (the “Use Areas”) are defined in the package of maps and related materials (the “Boundary Plan”) attached hereto as **Exhibit “1”**.

E. Provider desires to install and operate on the Use Areas the wireless facilities receiving, processing and transmitting devices and related electronic equipment that is specified on the Site Plan (the “Facilities”) subject to the requirements of this Site License. Facilities are limited to the actual electronic equipment, portable cabinets for such equipment, the enclosure, the antennas (“Antennas”) used to communicate with cell phones and similar devices, all as shown on the drawing (the “Site Plan”) attached hereto as **Exhibit “2”**. Notwithstanding anything in this Site License to the contrary, the Facilities excludes any item not shown on the Site Plan.

F. The volume of the Building or Equipment Enclosure and the above ground portion of its pad as shown in the Site Plan is _____ cubic feet.

G. The ROW is currently improved with an approximately _____ foot tall [**traffic signal**] [**street light**] [**antenna support**] pole (the “Pole”) owned by Town (“Pole Owner”).

H. [**FOR TOWN-OWNED POLE**] Provider proposes to [**use the existing Pole**] [**replace the existing Pole**] with a new Pole that Town (“Pole Owner”) will own.

I. [**FOR THIRD-PARTY POLE**] Provider has entered into a certain _____ (the “Pole Antenna Agreement”) with Pole Owner dated _____, 20____ whereby Provider has obtained permission from Pole Owner to use the existing Pole in the manner described in this Agreement, or Provider proposes to replace the existing Pole with a new Pole that Pole Owner will own.

J. [**FOR POLE OWNED BY PROVIDER**] Provider proposes to install an approximately _____ foot tall wireless support structure (the “Pole”) owned by Provider (“Pole Owner”).

K. Provider desires to construct supporting improvements and perform all other work to install the Facilities as shown on the Site Plan (collectively the “Project”).

L. Provider shall complete the entire Project and put the Facilities in full operation no later than one hundred eighty (180) days after the date of this Site License (the “Completion Deadline”).

M. Town desires to grant to Provider a license to install, maintain, operate, and repair the Facilities (the “Permitted Uses” as further defined in the Terms and Conditions) subject to the requirements of this Agreement.

N. The Terms and Conditions Recitals are all incorporated here by reference as if set out in full.

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

LICENSE TERMS

1. **License Terms.** Subject to the Terms and Conditions, Standards, and this Site License, the Town hereby grants to Provider a license to use the Use Areas depicted in Exhibit 2.
2. **Terms and Conditions Incorporated.** The Terms and Conditions are all incorporated here by reference as if set out in full. **PROVIDER WARRANTS AND REPRESENTS THAT PROVIDER HAS READ AND AGREES TO THE STANDARDS AND THE TERMS AND CONDITIONS.** Capitalized terms used but not defined in this Site License shall have the meanings assigned by the Terms and Conditions.
3. **Terms and Conditions Application.** Provider shall comply with all of the Terms and Conditions. Without limitation, the Terms and Conditions shall apply to the Use Areas as follows:
 - (a) **Provider’s Boundary Plan Responsibility.** It is Provider’s responsibility before signing this Site License to ensure that the Boundary Plan is prepared as follows:
 - (i) Provider shall insure that the Boundary Plan clearly depicts all portions of the ROW that Provider desires to use and that each such area is clearly shown on the Boundary Plan and labeled to indicate clearly which of the categories of Exclusive Areas or Shared Areas set out in the Terms and Conditions applies to the area.
 - (ii) If the Boundary Plan does not clearly show any portion of the ROW as one of the categories of Exclusive Areas or Shared Areas set out in the Terms and Conditions, then such portion of the ROW is not part of the Use Areas and Provider may not use such portion of the ROW, even if the use is discussed in the Terms and Conditions.
 - (iii) Any Exclusive Area or Shared Area described or named in the Terms and Conditions that is not depicted and labeled clearly and correctly on the Boundary Plan is excluded from this Site License and is unavailable for Provider’s use.
 - (iv) Any portion of the Boundary Plan or the Site Plan that indicates a Provider use of the ROW that is not one of the Exclusive Areas or Shared Areas specifically enumerated in the Terms and Conditions is excluded from this Site License and not available for Provider’s use.
 - (v) All work, improvements and equipment within an Exclusive Area or Shared Area is limited to the purposes enumerated in the Terms and Conditions for that particular Exclusive Area or Shared Area.

(vi) This Site License does not allow use of any land other than the specified portions of the ROW that are Exclusive Areas or Shared Areas.

(vii) Any change to the Boundary Plan after Town executes this Site License is void unless memorialized in a formal written amendment to this Site Amendment.

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

4. Term of Agreement. The term of this Site License is as stated in the Terms and Conditions.

5. Provider’s Payments. Provider shall pay to Town the amounts described in the Terms and Conditions.

6. Use Restrictions. Provider shall comply with the use restrictions set out in the Terms and Conditions.

7. Permits. This Site License constitutes a Permit under Chapter 10 of the Gilbert Town Code to the extent of granting permission for the Facilities to exist on the ROW but not to allow any construction or other work of any description in the right-of-way or to allow obstruction of traffic or alteration of Town’s improvements. Before performing any work on the Right-of-way, Provider shall obtain the additional permits required by Chapter 10 of the Gilbert Town Code, as deemed applicable by Town including but not limited to permits regarding work in the right-of-way.

8. Compliance with Law. Provider acknowledges that this Site License does not constitute, and Town has not promised or offered, any type of waiver of, or agreement to waive (or show any type of forbearance, priority or favoritism to Provider with regard to) any law, ordinance, power, regulation, tax, assessment or other legal requirement now or hereafter imposed by the Town of Gilbert or any other governmental body upon or affecting Provider’s use of the ROW. For example, Provider shall comply with all building and right-of-way codes, ordinances, and policies.

9. Provider’s Initial Information. Unless and until Provider gives notice otherwise:

(a) Provider’s network operations center phone number is:

(____) _____-_____.

(b) Provider’s address for notices:

(c) Provider's billing address for routine billing invoices:

EXECUTED as of the date first given above.

TOWN:

TOWN OF GILBERT,
an Arizona municipal corporation

Kyle Mieras, Director of Development Services

PROVIDER:

a _____

By: _____

Its: _____

TABLE OF EXHIBITS FOR SAMPLE SITE LICENSE

<u>Exhibit</u>	<u>Description</u>
1	Boundary Plan
2	Site Plan