

RESOLUTION NO. 2771

A RESOLUTION OF THE MAYOR AND THE PAYSON TOWN COUNCIL, APPROVING A LEASE WITH GOVNET FOR THE INSTALLATION OF TELECOMMUNICATIONS EQUIPMENT, AUTHORIZING THE MAYOR TO SIGN SUCH LEASE, AND ESTABLISHING ZONING RESTRICTIONS, PURSUANT TO UNIFIED DEVELOPMENT CODE SECTION 15-13-001(C), ON THE TELECOMMUNICATIONS EQUIPMENT AUTHORIZED UNDER THE LEASE .

WHEREAS, GovNET is a FCC Part 101 Common Carrier in the business of providing leased microwave bandwidth for the transmittal of voice, video, and data for rural broadband expansion, the delivery of distance learning programs, secure medical file transfer and patient data, administrative services, digital telephone service, and emergency communications throughout the State of Arizona; and

WHEREAS, GovNET has requested to locate telecommunications facilities and equipment ("the Facilities") on land and structures owned by the Town of Payson; and

WHEREAS, the Facilities and the services provided by GovNET would provide a second high speed internet trunk line for internet service providers in Payson; and

WHEREAS, GovNET and Payson have negotiated a lease for the placement of the Facilities on two locations and a possible third future site; and

WHEREAS, Section 15-13 of Payson's Unified Development Code regulates Telecommunication Towers; and

WHEREAS, Subsection 15-13-001(C) provides that for Town owned properties, (1) the contract between the Town and the person constructing the telecommunication tower/facilities shall establish any restrictions; (2) the applicant shall complete a Citizen Participation Plan and Report; and (3) the Council shall use the provisions of 15-13 and the Citizen Participation Report as a guide when establishing any restrictions; and

WHEREAS, GovNET completed a Citizen Participation Plan and Report for Site A1 (as described in the Lease), including a Citizen Participation Meeting held on March 20, 2014 at the Crosswinds Restaurant (see Exhibit 1 attached); and

WHEREAS, a Citizen Participation Plan and Report was not required for Site A2 (as described in the Lease) because the Facilities at such site are minimal and do not require it; and

WHEREAS, the Town has reviewed GovNET's proposed Facilities at Sites A1 and A2 and desires to approve such Facilities.

APR 17 2014 *D. 3*

NOW, THEREFORE, THE MAYOR AND COUNCIL, DO RESOLVE AS FOLLOWS:

Section 1. The Lease Agreement between the Town of Payson (Landlord) and GovNET (Tenant), attached as Exhibit 2, is approved in substantially the form attached.

Section 2. Kenny J. Evans, Mayor of the Town of Payson, is authorized to execute the Lease Agreement in substantially the form attached.

Section 3. The approval and authority to execute the Lease Agreement provided in Sections 1 and 2 above shall be effective for 90 days following the approval of this Resolution.

Section 4. Pursuant to Unified Development Code Section 15-13-001(C), GovNET shall be permitted to construct and utilize the Facilities depicted/described in the Lease Agreement and the representations attached as Exhibit 3.

Section 4. The Town is authorized to take other actions as may be necessary to carry out the intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, this _____ day of April, 2014, by the following vote:

AYES _____ NOES _____ ABSTENTIONS _____ ABSENT _____

Kenny J. Evans, Mayor

ATTEST:

APPROVED AS TO FORM:

Silvia Smith, Town Clerk



Timothy M. Wright, Town Attorney

Exhibit 1
To
Resolution 2771

To: Town of Payson
Community Development Department

From: Kent Flake
Clear Blue Services on behalf of GovNET

Subject: Citizen Participation Report

Date: March 25, 2014

A Citizens Participation Meeting was held at the Crosswinds Restaurant at the Payson Airport, 800 W. Airport Road, Payson, AZ 85541 at 6:00 p.m. on March 20, 2014.

Based on the 300' radius map and list of property owners provided by the Community Development Department, 15 individuals/companies were invited to attend the meeting. In the case of an absentee owner, a letter was addressed to "Occupant" and sent to the physical property address (if available), and a letter was also sent to the mailing address of record.

Kent Flake arrived at the Crosswinds Restaurant at 5:30 p.m. on March 20, 2014 and was joined by Karen McCoy of GovNET. Both Kent and Karen remained at the restaurant until approximately 6:45 p.m., and none of the invitees came.

The letter of invitation also included Kent Flake's phone number and e-mail address, and invited concerned parties to e-mail or call with any comments or questions about the proposed development. No phone calls or e-mails have been received to date.

Respectfully Submitted,



Kent Flake
Director – Site Acquisition
Clear Blue Services

Attachments:

- 1) Meeting Sign-In Sheet
- 2) Sample Meeting Notice Letter
- 3) 300' Radius Map provided by The Community Development Department
- 4) List of Property Owners Invited to the Meeting



February 27, 2014

Property Owner: Roger V. & Marcia J. Baker, Trustees
Parcel Tax I.D.: 302-23-018K
Parcel Address: Payson, AZ

Re: Request for new telecommunications monopole, 1100 N. Falcon Crest Drive

Dear Property Owner / Occupant:

On behalf of GovNET, you are invited to attend a Citizen Participation Meeting. This meeting is to discuss GovNET's request to erect a new telecommunications monopole at the City of Payson water tank property located at 1100 N. Falconcrest Drive.

GovNET, in cooperation with the Town of Payson, is proposing this site as part of a federal grant in support of the State of Arizona-Counties Communication Network (SACCNet) strategic initiative enabling counties in the State to enhance emergency services coverage and rural broadband communications.

This meeting will be held on Thursday, March 20, 2014 at 6:00 p.m. in the back patio room at Crosswinds Restaurant at the Payson Airport. The purpose of the meeting is to provide information regarding the proposal to property owners and residents near the site. The meeting will give you an opportunity to ask questions and provide comments about the proposed project.

If you are unable to attend the meeting, but have questions/comments about the proposed development, please call me at (602) 426-9500 or email: kentflake@clearblueservices.com. We look forward to seeing you there.

Sincerely,

A handwritten signature in black ink, appearing to read "Kent Flake", written in a cursive style.

Kent Flake
Director – Site Acquisition
Clear Blue Services

PARCEL_NB	ADDRESS	LOCATION/CI	Owner	MAILADDRESS	MAILCITY	MAIL STATE	MAIL ZIP/COD	Data
302239065	809 W AIRPORT RD	PAYSON	TOWN OF PAYSON,	303 N BEELINE HWY	PAYSON	AZ	85541	08/03/2013
30223018U	700 W AIRPORT RD	PAYSON	[REDACTED]	[REDACTED]	ORLANDO	FL	32826	08/03/2013
30279304	1014 N MONARCH DR	PAYSON	[REDACTED]	[REDACTED]	WATERFORD	MI	48327	08/03/2013
30223107C		PAYSON	[REDACTED]	[REDACTED]	MESEA	AZ	85203	08/03/2013
30223018K		PAYSON	[REDACTED]	[REDACTED]	NOVATO	CA	94949	08/03/2013
30223018N	1105 N FALCON CREST DR	PAYSON	[REDACTED]	[REDACTED]	PAYSON	AZ	85547	08/03/2013
30223018P	1109 N FALCON CREST DR	PAYSON	[REDACTED]	[REDACTED]	PAYSON	AZ	85541	08/03/2013
30223018M	1113 N FALCON CREST DR	PAYSON	[REDACTED]	[REDACTED]	PAYSON	AZ	85547	08/03/2013
30223018L	1117 N FALCON CREST DR	PAYSON	[REDACTED]	[REDACTED]	PAYSON	AZ	85541	08/03/2013
30223027B			[REDACTED]	[REDACTED]	STRAWBERRY	AZ	85541	07/19/2012
30223027A			[REDACTED]	[REDACTED]	STRAWBERRY	AZ	85544	08/03/2013
30279305	1012 N MONARCH DR	PAYSON	TRUST	[REDACTED]	PAYSON	AZ	85541	08/03/2013
302230653	1001 W AIRPORT RD	PAYSON	TOWN OF PAYSON,	303 N BEELINE HWY	PAYSON	AZ	85541	08/03/2013
30223018V		PAYSON	TOWN OF PAYSON	303 N BEELINE HWY	PAYSON	AZ	85541	07/19/2012
30223107B		PAYSON	[REDACTED]	[REDACTED]	STRAWBERRY	AZ	85544	08/03/2013

Exhibit 2
To
Resolution 2771

LEASE AGREEMENT

This Lease Agreement (“**Lease**”) made this ____ day of _____, 201__ (“**Lease Date**”), by and between the Town of Payson (“**Landlord**”) and GovNET Inc., an Arizona corporation (“**Tenant**”). The Landlord and Tenant are sometimes each referred to as a “**Party**” and collectively referred to herein as the “**Parties.**”

RECITALS

A. Tenant is an FCC Part 101 Common Carrier in the business of providing leased microwave bandwidth for the transmittal of voice, video, and data for rural broadband expansion, the delivery of distance learning programs, secure medical file transfer & patient data, administrative services, digital telephone service, and emergency communications throughout the State of Arizona (the “**Services**”).

B. Landlord is the Town of Payson and desires to provide Tenant a lease for an ‘Interconnection Point’ to facilitate improved public safety communications and broadband access entities. Landlord is authorized to contract for such space requirements, and in consideration of this Lease may contract with Tenant for certain broadband Services by separate agreement (the “**Service Contract**”).

C. Internet service providers within the Town of Payson currently have only one high speed internet trunk line available. Tenant’s improvements contemplated under this Lease would provide a second high speed internet trunk line for internet service providers within the Town of Payson.

D. To enable Tenant to provide the Services to interested public safety and other entities, for which individual subscription is at discretion of the Landlord, the Parties desire to enter into this Lease under the following terms and conditions.

AGREEMENTS

NOW, THEREFORE, in consideration of the terms and mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Grant.**

(a) Landlord leases to Tenant that certain real property (the “**Property**”) described in the attached Exhibits A1, A2, and A3, including all necessary easements for access and utilities to be used for the housing, installation and operation of licensed communications equipment, communications monopole, antenna structure or rooftop facility and for any other Permitted Use (defined herein) (the portion of the Property with the above-described easements, collectively referred to herein as the “**Site**”). Landlord acknowledges that Tenant will install on the Site structures and equipment, including without limitation, monopole or other antenna structure support structures, associated antennas, equipment shelters or cabinets, utilities, fencing and items necessary for the successful and secure use of the Site with Landlord’s prior approval, such approval not to be unreasonably withheld, delayed, or conditioned, including the use of a fixed, remote security camera (collectively referred to herein as the “**Equipment**”). All Equipment, with the future exception of monopole and base foundation, shall be and remain Tenant’s personal property and Landlord hereby acknowledges and agrees it will have no statutory landlord’s lien or security interest therein.

(b) Sites A1 and A2 are available for construction immediately; Site A3 is conditioned upon (i) the Landlord obtaining title to such site, (ii) a water storage tank being built on such site, (iii) the Landlord and Tenant mutually agreeing upon a specific location on such site and the specific equipment to be utilized, and (iv) compliance with the provisions of Unified Development Code Section 15-13-001(C) Town Owned Property.

2. **Term.**

(a) **Initial Term; Renewal Term.** Initial term of this Lease is ten (10) years, commencing on the Commencement Date (as defined in Section 5) (the “**Initial Term**”). This Lease shall automatically renew, on the same terms and conditions, for two (2) additional five year terms (“**Renewal Terms**”), unless Tenant notifies Landlord, in writing, of its intention to not renew the Lease at least ninety (90) days prior to the expiration of the Initial or first Renewal Term.

(b) **Early Termination.** Notwithstanding anything to the contrary set forth in Section 2(a), this Lease may terminate early in any of the following events:

(i) Upon Tenant’s default, as further provided in Section 18 of this Lease.

(ii) If Landlord gives notice to Tenant that permanent closure of the Property or the Site will occur and as a result, Landlord will (x) sell the Property; (y) lease the Property for a term in excess of one year; or (z) otherwise transfer the Property in such a manner to cause Tenant to lose authority over the Site; this Lease may be terminated after the later of one hundred eighty (180) days of such notice or upon the closing of the sale, lease or other transfer of the Property.

(iii) By the appropriate Party, in accordance with Sections 4(b), 5(c), 13, 20 or 25(b) or Exhibit A to this Lease.

3. **Rent.** The rent shall be comprised of the following (collectively, the “**Rent**”):

(a) One Dollar (\$1.00), payable as of the Lease Date, by Tenant to Landlord during the Initial Term and any applicable Renewal Term.

(b) Upon construction completion of the leased property currently available (Sites A1 & A2), the Tenant will lease at one dollar per Term all necessary equipment and provide installation of such equipment for data services between Landlord’s current or future buildings, if Landlord purchases data services between such buildings at the rate offered by Tenant in accordance with agreed pricing. Any such services requested are per separate agreement. Landlord’s current buildings include the following:

1. Main complex, 303 N. Beeline Highway,
2. Fire Station 11, 400 W. Main Street,
3. Fire Station 12, 108 E. Rancho
4. Fire Station 13, 103 S. Rim Club Parkway
5. Payson Library, 328 N. McLane,
6. Parks and Recreation Office, 1000 W. Country Club Dr.,
7. Water Department Facility, 500 N. McLane,
8. Town Yard, 1002 W. Airport Road, and
9. Airport facilities, Payson Airport.
10. Water Treatment Plant, to be constructed on Houston Mesa Road.

4. **Notices.**

(a) Tenant shall furnish Landlord with a list of emergency contact information for notifications of any problems, whether emergency or routine.

(b) All notices, consents and approvals pursuant to this Lease shall be in writing, sent by: (a) a reputable messenger or courier service; (b) a reputable private carrier of overnight mail; (c) postage prepaid, certified mail, return receipt requested; or (d) electronic confirmation of delivery and receipt facsimile or email provided. Such notice shall be effective on the earlier to occur of delivery to the stated address (or upon refusal to accept delivery), or when mailed by certified mail to Landlord or Tenant in each case addressed to Landlord or Tenant at the address designated below, upon the date of receipt of refusal. Notices to the

applicable parties shall be provided to the addresses provided below, or such other address as provided by one party to the others in conformity with this Section 4:

If to Landlord: Town of Payson
 Attn: Town Manager
 303 North Beeline Highway
 Payson, AZ 85541
 Fax: 928-474-4610
 Email; dgalbraith@paysonaz.gov

If to Tenant: GovNET Inc.
 7835 East McClain Drive
 Scottsdale, Arizona 85260
 Attn: Karen McCoy / Leasing Dept.
 Fax: (866) 302-2220
 Email: karen.m@govnet.net

5. **Construction and Commencement.**

(a) Tenant shall notify Landlord at least five (5) days prior to the date upon which Tenant intends to commence any construction or installation at the Site. Such notice shall include a construction schedule, so as to provide Landlord with an opportunity to be present during any such installation or construction. In addition to the foregoing, Tenant shall notify Landlord of the actual date of Tenant's commencement of its initial installation or construction at the Site (the "**Commencement Date**") no more than five (5) days following such commencement, by providing Landlord a completed Commencement Date Memorandum attached hereto as Exhibit B, which Commencement Date Memorandum will reflect the Commencement Date of the Lease. Prior to the Commencement Date, Landlord agrees to cooperate with Tenant, at Tenant's expense, in obtaining: (a) all licenses and permits or authorizations required for Tenant's use at the Site from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communications Commission ("**FCC**")); and (b) a title report, zoning approvals and variances, and land use permits. Further, Landlord expressly grants Tenant the right of access to the Site commencing on and after the Lease Date, to perform any surveys, soil tests, and other engineering procedures or environmental investigations on the Site deemed necessary and appropriate by Tenant to evaluate the suitability of the Site for the Permitted Uses. Tenant's consummation of this Lease is conditioned on Tenant's satisfaction as to the outcome of such testing, surveying and title review.

(b) In the case that Tenant seeks to place any improvements, installations, or equipment on the Town's existing water tanks, Tenant shall provide Landlord with at least 30 day notice of such request. Landlord shall have the right to allow or disallow such placements. If such placements are approved, Landlord shall specifically approve any installation and/or attachment methods.

(c) The Commencement Date shall be within nine (9) months of the effective date of this Lease and construction shall be completed on Sites A1 and A2 within 12 months of the effective date of this Lease. If either of the time requirements in this subsection are not met, the Town shall have the right to terminate this Lease.

6. **Access.** If a monopole installation, Tenant shall have the right of access to the equipment on Site, twenty-four (24) hours per day, seven (7) days per week, including one set of keys and/or codes to obtain such access if necessary. If a rooftop antenna installation, Tenant will work with each Landlord to establish access procedures. Tenant shall be responsible for ensuring that: (a) Landlord has at all times, a complete and accurate written list of all employees and agents of Tenant who have been provided access to the Site; and (b) for each person granted access, Tenant shall not refuse to identify anyone who has been allowed access to the site for any reason

including third party confidentiality agreement(s). Tenant completed a fingerprint and criminal background check and issued a numbered credential to be worn at all times while such person is on the Site. Should Landlord identify to Tenant any person under Tenant's control that should be removed from the Site for reasons of safety or protection of persons or property at or about the Site, Tenant shall upon such notice from Landlord, immediately cause such person's removal and take reasonable steps to prevent such person's subsequent access to the Site. In the event that any keys to property of the Landlord are issued to Tenant or any of its employees, contractors or agents, if such keys are lost, Tenant shall be responsible for and shall pay the cost of re-keying Landlord's locks which could be opened by the lost keys. If Landlord utilizes the co-location provisions of section 7(b), it shall coordinate with Tenant for any access to such co-location.

7. **Permitted Use.**

(a) Tenant may use the Site as follows: (1) upon the full execution and delivery of the Lease, Tenant and its contractors, subcontractors, and agents, with Landlord's coordination, may undertake entitlement activities (testing, permitting, and title review) in anticipation of the construction and installation of communications equipment, communications tower, antenna structure, or rooftop facility; (2) on and after the Lease Date, Tenant and its employees, agents, contractors and subcontractors will be entitled to undertake the installation, construction; (3) on and after the Commencement Date, Tenant and its employees, agents, contractors and subcontractors will be entitled to undertake the maintenance, operation, repair, replacement and upgrade of the Equipment, including the addition to, modification of and/or replacement of any part of the Equipment as it deems to be reasonably necessary, and in particular, to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Landlord.

(b) As space is available, Landlord shall have the right to co-locate additional radio or microwave equipment on any pole or tower erected by Tenant with no compensation accruing to Tenant. Use of such co-located equipment shall be for Landlord's use only, and with prior approval from Tenant. Landlord will furnish Tenant with structural design elements (weight and windload) of any anticipated future co-locaters. Landlord agrees to sign a subsequent co-location agreement reasonably agreed to amongst parties.

8. **Ancillary Installations; Modifications.** Tenant shall have the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, over, across or under Landlord's adjacent property. Tenant shall be required to establish, maintain, and pay all costs associated with a separate electrical service to its equipment independent of any other site electrical service. Any backup electrical power generator installed for the benefit of Tenant shall meet with the approval of the Landlord and be so designed as to operate at the lowest possible decibel level. Tenant shall also have the right to make Site improvements, alterations, upgrades or additions appropriate for Tenant's use ("**Tenant Changes**"). Tenant Changes includes the right to undertake such appropriate means to secure the Site conducted with Landlord's approval, such approval not to be unreasonably withheld, delayed, or conditioned. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Site. Tenant, shall have the right to modify, supplement, replace, upgrade, expand the Equipment, increase the number of antennas or relocate the Equipment within the Site at any time during the term of this Lease if approved by Landlord. Tenant, will be allowed to make such alterations to the Site in order to accomplish Tenant's Changes or to ensure that Tenant's Equipment complies with all applicable federal, state or local laws, rules or regulations. Tenant and its subcontractors shall, keep and maintain, at their expense, the Site and its Equipment in a commercially reasonable condition and repair during the Initial Term and any Renewal Term in a manner which will not disturb Landlord's reasonable use of the adjacent premises. All improvements, ancillary installations and modifications described in this Section 8 shall be subject to Landlord's prior approval, such approval not to be unreasonably withheld, delayed, or conditioned, Tenant shall obtain at its expense all necessary building permits and such other authorizations for any improvements, ancillary installations and modifications it installs at the Site.

9. **Removal of Equipment.** Upon expiration or termination of the Lease, or upon cessation of use and maintenance of the Site by Landlord such that use of the Site is no longer compatible with the terms of this Lease, whichever is sooner, the Tenant shall remove the Equipment, including any antenna, tower, moveable foundation, or dish antenna and Tenant's personal property from the Site, at Tenant's sole risk, cost, and expense;

deliver the Site in substantially the same condition as received (ordinary wear and tear excepted); and repair any damage caused by such removal.

10. **Maintenance of Facilities and Utilities.**

(a) Tenant shall be responsible for the maintenance, repair and replacement of and damage to any Equipment, fences, gates, and the tower structure located on the Site, at Tenant's sole cost. Landlord shall be responsible for the maintenance, repair and replacement of Landlord's facilities adjacent to the Site, at Landlord's sole cost, and without reimbursement by Tenant, including those areas shared in common with Tenant. Notwithstanding the foregoing, the cost and expenses associated with any damage which is directly attributable to the acts or omissions of a Party or that Party's, employees, contractors or invitees shall be borne solely by that Party, provided that neither party shall be responsible to the other party for damage, if any, inflicted by employees of the Landlord, except in the event that such damage is due to the negligence of that Party. Landlord will obtain, whenever possible, separate electrical metering for electricity to the Site.

(b) If any of Tenant's equipment causes damage to Landlord's equipment or premises for any reason, Tenant shall be responsible for such damage.

11. **RF Interference.**

(a) In no event shall Tenant's use of the Site or operation of any of its Equipment thereon be conducted in a manner that interferes with the site's existing radio frequencies, Landlord's police or fire emergency or public works communications, or with equipment normally used by Landlord as disclosed to Tenant. Notwithstanding anything to the contrary herein, Tenant shall not illegally transmit on any frequency or operate at variance from the specifications in its FCC license or the FCC's rules governing Tenant's operation of its Equipment.

(b) An interference caused in violation of subsection (a) above shall be deemed a material breach of this Agreement. In the event such interferences creates an actual public safety concern, Landlord shall provide Tenant with notice of such interference and Tenant shall have twelve (12) hours after receipt of such notice to eliminate such interference. If Tenant fails to correct such interference within twelve hours, Tenant shall cease operating such equipment causing such interference until the condition causing the interference is remedied to Landlord's satisfaction.

12. **Casualty and Condemnation.** In the event that the Site is wholly condemned, whether by eminent domain or otherwise, this Lease shall terminate without further liability to either Party except for payment of any amounts due under this Lease up to the time of such condemnation. If the Site is wholly or partially destroyed or partially condemned, then within one hundred and twenty (120) days (which shall be extended for any delays directly caused by governmental action or inaction) Landlord shall repair (or relocate, if wholly destroyed) the Site except for Tenant's Equipment, including any tower. In the event that the repair or reconstruction has not commenced within one hundred eighty (180) days following such casualty, Tenant may terminate this Lease upon written notice to Landlord prior to the commencement of any such repair or reconstruction of the Site. If, however, any such partial destruction or condemnation occurs within six (6) months prior to termination of the last Renewal Term of this Lease, then either Party may terminate this Lease without further liability except for payment of the amounts due up to the time of such destruction or condemnation. Any amounts prepaid by Tenant shall be returned as part of the operation of this Section 12. In the event of condemnation, whether partial or total, Tenant shall be entitled to seek and obtain an award from the condemning authority for its loss, independent from that of Landlord.

13. **Compliance with Laws.** Tenant is responsible for ensuring that the Equipment, including any antenna or tower structure at the Site is operated in compliance with all governmental lighting and marking requirements. Tenant shall indemnify and defend Landlord from and against any loss, cost, or expense sustained or incurred by Landlord as a result of Tenant's failure to comply with duly issued governmental regulations relating to tower lighting and marking. Tenant shall at all times comply with all applicable laws, ordinances, rules and regulations of municipal, state and federal governmental authorities relating to the installation, maintenance, location, use, operation, and removal of the Equipment and other alterations or improvements authorized pursuant to the provisions of this Lease.

14. **Indemnification and Insurance.** To the fullest extent permitted by law, each Party shall indemnify, defend and hold harmless the other Party, its respective Affiliates (defined below), and their respective directors, managers, employees, officers, shareholders, members, successors and assigns against all claims, losses, costs, expenses, damages, and liabilities (except as otherwise provided in these terms and conditions) arising from: (a) the negligence, willful misconduct or strict liability of such Party, its agents, employees, representatives and contractors; (b) any material breach by such Party of any provision of this Lease; or (c) existence of, migration to or release of any Hazardous Substances into the environment that relate to or arise from the inseminator's activities on the Site or from the adjoining property. In addition to the foregoing, Tenant shall indemnify Landlord for all costs and expenses associated with actions taken by Landlord to resolve any interference caused by Tenant or Tenant's Equipment. Neither Party shall be responsible nor liable to the other for any damage arising from any claim to the extent attributable to any acts or omissions of other parties located at the Site. Without limiting the foregoing in any way, Tenant, at its sole cost and expense, agrees to maintain commercial general liability and casualty insurance of no less than One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) in aggregate with respect to its property and obligations hereunder. Such insurance policies shall contain a provision that such policy shall not be canceled or amended without thirty (30) days' notice to the Landlord. Upon the execution of this Lease, Tenant shall deliver to Landlord a certificate evidencing such insurance coverage, on which Landlord shall be named as an additional insured with respect to the Site. Further, Tenant shall deliver to Landlord a certificate evidencing such insurance coverage within thirty (30) days of each renewal of such policy. Landlord reserves the right, from time to time, to increase the required liability limits described above in accordance with then-current customary insurance requirements in the tower industry nationally.

15. **WAIVER OF CERTAIN DAMAGES.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LEASE, EACH PARTY HEREBY WAIVES THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES AND THE MULTIPLIED PORTION OF ANY DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE.

16. **Assignment and Subleasing.** Tenant may assign this Lease as a whole with Landlord's prior written consent, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, that Landlord's consent will not be required for an assignment to any person or entity which is controlled by, controlling or under common control with Tenant ("**Affiliates**"), provided that the Affiliates of successors continue to provide the same or upgraded communication services in the same manner as Tenant provides such services. For these purposes, "**control**" means ownership, directly or indirectly, of 50% or more of the voting stock, equity or beneficial interest or a general partner of any partnership. Tenant may sublet, sublease, or permit the use of the Site by any other party, upon written notice to Landlord. Tenant may diplex or combine signals or grant any shared use rights for itself or others without notice to Landlord. In the event of a permitted assignment hereunder, Tenant shall be relieved of any of its obligations under this Lease arising on or after the effective date of such permitted assignment. Any permitted assignee shall expressly assume, and become bound by, all of Tenant's obligations under this Lease. Landlord may freely assign, transfer, or sublease this Lease and, in such event, Landlord shall be relieved of all of its obligations under this Lease from and after the date of such assignment, transfer, or sublease.

17. **Quiet Enjoyment.** Landlord covenants and agrees that, upon Tenant's paying any amounts due and observing and performing all of the terms, covenants and conditions to be observed and performed by Tenant under this Lease, Tenant shall be entitled to quiet enjoyment of the Site during the term of this Lease.

18. **Default.** Except as otherwise specifically provided in this Lease, either Party shall have twenty (20) days after written notice from the other Party to cure any monetary default and thirty (30) days after written notice from the other Party to cure any non-monetary default. So long as the Party charged with the default diligently pursues a cure during the prescribed time period, that Party shall be given additional time reasonably necessary to cure the default. If subsequent to the foregoing requisite periods of time, there continues to be an event of default, the non-defaulting Party may terminate this Lease, pursue such claim for damages or injunctive relief as it determines to be available in its sole discretion, upon written notice to the defaulting Party as provided herein.

19. **Governmental Approvals and Permits.** In the event that any governmental permit, approval or authorization required for Tenant's use of, operation of, or right to lease space from Landlord at the Site is challenged, terminated or withdrawn by any governmental authority or third party as part of any governmental,

regulatory, or legal proceeding, Landlord may terminate this Lease, but only after notice to Tenant of such governmental challenge, termination or withdrawal, and in such event, only after affording Tenant an opportunity to appeal or contest the same, such termination being effective only after Tenant has exhausted such remedies as may be available. During the Tenant's exercise of such rights in the preceding sentence or in event that Landlord does not choose to terminate this Lease, Tenant may elect to install or continue to operate its equipment at its sole cost and risk. Tenant understands and agrees that, in the event of a governmental or legal order requiring the removal of Tenant's Equipment from the Site or removal of the tower structure or any structural modification required to accommodate Tenant's Equipment, Tenant shall do so promptly at its sole cost and expense. Landlord shall cooperate with Tenant in Tenant's efforts to contest or appeal any such adverse governmental action and obtain any permits or other approvals that may be necessary for Tenant's installation and operation of the Equipment; provided, however such cooperation shall be subject to the foregoing: (a) Landlord shall not be required to expend any funds or undertake any liability or obligation in connection with such cooperation; (b) Landlord reserves the right to obtain such required approvals or permits on Tenant's behalf, at Tenant's sole cost and expense; and (c) in no event may Tenant encourage, suggest, participate in or permit the imposition of any restrictions or additional obligations whatsoever on the Site as part of or in exchange for obtaining any such approval or permit. In the event that Tenant's shelter or cabinets are installed above a third party or Landlord-owned shelter or building, Tenant shall be solely responsible for obtaining any required consents or permits in connection with such shelter or cabinet installation. Further, Tenant will comply with any applicable roof inspection protocol adopted by the Landlord in accordance with ARS § 15-342.01.

20. **Warranties and Covenants.**

(a) Landlord's Warranties to Tenant. Landlord warrants and represents, as follows:

(i) Landlord is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Lease and bind itself hereto through the Party set forth as signatory for the Party below;

(ii) Landlord solely owns the Site in fee simple, or controls the Site by lease which extends beyond the Initial Term and each Renewal Terms;

(iii) Except as otherwise disclosed in writing by Landlord as of the Lease Date, the Site is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Site under this Lease;

(iv) Landlord's execution and performance of this Lease will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord;

(v) If the Site is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will use best efforts to provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement; and

(vi) To the best of Landlord's knowledge, the Site is free of hazardous substances as of the date of this Agreement and the Site has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation.

(b) Tenant's Warranties to Landlord. Tenant warrants and represents, as follows:

(i) Tenant is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Lease and bind itself hereto through the Party set forth as signatory for the Party below; and

(ii) Tenant's execution and performance of this Lease will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Tenant.

(c) Environmental Covenant. Landlord and Tenant agree that each will be responsible for its compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that Party's activity conducted in or on the Site.

21. Governing Law. This Lease shall be governed by the internal laws of Arizona, with the exception of its choice of law provisions.

22. **Dispute Resolution.**

22.1 With the written consent of the Parties, any dispute, controversy, claim, or cause of action arising out of or related to this Contract may be settled by submission to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-1501, et seq. Judgment upon any award rendered by the arbitrator(s), if filed in Arizona Superior Court, shall be filed in the Superior Court of Gila County, Arizona.

22.2 The venue for any dispute shall be Gila County, Arizona. Both Parties consent in advance to such venue and jurisdiction and waive any right to object that Gila County is an inconvenient or improper forum.

22.3 Neither Party shall be entitled to recover from the other party any of its attorneys' fees, costs, or expert witness fees incurred in any such dispute, controversy, claim, or cause of action.

23. Excusable Delays. If either Party is unable due to causes beyond its reasonable control to carry out its obligations under this Lease in whole or in part and if such Party gives written notice and full details of an excusable delay (including, without limitation, a force majeure event) to the other as soon as practicable after the occurrence of the event, then the obligations of the affected Party will be suspended to the extent reasonably required as a result of such event. Excusable Delay means an event that is not within the reasonable control of the affected Party, including, without limitation, war, riots, civil insurrection or acts of a common enemy, fire, flood, strikes or other labor difficulty, and acts of civil or military authority, including governmental laws, orders, actions, inactions, regulations or embargo.

24. **State-Mandated Provisions.**

(a) Nondiscrimination and Immigration Compliance. Tenant shall not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, or sex, either directly, indirectly or through contractual or other arrangements. To the extent this Lease is subject to Arizona Executive Orders 2009-09 (prohibiting discrimination in employment) and 2005-30 (regarding compliance with Federal immigration laws), or A.R.S. § 41-4401, the terms of which are hereby incorporated into this Agreement as though fully set forth by this reference, with the obligations of the "Contractor" or "State Contractor" as set forth therein respectively applying to Tenant. To the extent Arizona Executive Order 2005-30, or A.R.S. § 41-4401(A)(3) are applicable to this Lease, the Landlord shall have the right to inspect the papers of any U.S. employee of the Tenant or their subsidiaries or subcontractors to ensure compliance with all warranties required by the Executive Order and statute.

(b) Records. Pursuant to A.R.S. §§ 35-214 and 35-215, Tenant shall retain all books, accounts, reports, files and other records relating to the acquisitions and performance of this Lease for a period of five (5) years after the completion of the contract. All such documents shall be subject to

inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the Landlord.

(c) Cancellation for Conflict of Interest. In accordance with A.R.S. § 38-511(F), notice is hereby given that this Lease may be canceled by Landlord for conflict of interest in accordance with A.R.S. §38-511, within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Lease on behalf of Landlord is, at any time while the Initial Term or any Renewal Term is in effect, an employee or agent of Tenant in any capacity or a consultant to Tenant with respect to the subject matter of this Lease.

25. Miscellaneous.

(a) Time. Time is of the essence in the performance of all obligations set forth in this Lease.

(b) Severability. If any term or condition of this Lease is found unenforceable, the remaining terms and conditions will remain binding upon the Parties as though said unenforceable provision were not contained herein.

(c) Recording. Upon the request of Tenant, Landlord shall execute, acknowledge and deliver to the Tenant a short form memorandum of this Lease for recording purposes, which Tenant may record at its discretion and expense.

(d) Amendment and Waiver. This Lease cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both Parties.

(e) Runs with the Land. The terms and conditions contained in this Lease will run with the Site and bind and inure to the benefit of the Parties, their respective heirs, executors, administrators, successors and assigns. This Lease shall be binding upon the successors and permitted assigns of both Parties. Tenant may obtain an estoppel certificate, non-disturbance agreement, subordination agreement or other similar agreement from Landlord within twenty (20) days of Tenant's written request.

(f) Counterparts. This Lease may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of the executed counterparts shall be deemed an original hereof. Such counterparts may be exchanged via facsimile transmission, provided that immediately following such transmission, each Party shall forward an executed original copy of the counterpart to the other Party by personal delivery or overnight courier.

(g) Entire Agreement. The Lease, with these Terms and Conditions and the Exhibits attached hereto all being a part hereof, constitute the entire agreement of the Parties hereto with respect to the Site and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Lease.

(h) Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "**including**" will be interpreted to mean "including but not limited to"; (iii) whenever a Party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) where applicable, the term "**and**" includes the conjunctive and the disjunctive, the singular includes the plural (and vice versa) and the masculine includes the feminine, or the neuter use of the terms; and (v) reference to a default will take into consideration any applicable notice, grace and cure periods.

(i) Broadband Technology Opportunities Program (BTOP) Recipient; Requirements. Tenant has disclosed to Landlord that Tenant is the beneficiary of a grant administered by Department of

Commerce's National Telecommunications and Information Administration. Certain interests in real property and equipment, such as evidenced by this Lease, are held in trust by the Tenant for the benefit as trustee for the beneficiaries of the project or program. Landlord acknowledges and agrees that Tenant may be required to grant security interests or other appropriate notices of record against its interest in this Lease in favor of the Department of Commerce, to reflect that personal or real property has been acquired or improved with federal funds.

(j) Recitals and Exhibits. The above-stated Recitals and the attached Exhibits are incorporated herein by this reference. The Parties understand and acknowledge that Exhibits A1 and A2 may be modified so long as the Parties agree and such Exhibits remain in substantial compliance with their original versions.

IN WITNESS WHEREOF, the Parties, each in consideration of the mutual covenants contained herein, and for other good and valuable consideration, intending to be legally bound, have caused this Lease to be executed by their duly authorized representatives as of the Lease Date.

Landlord: Town of Payson

By: _____
Name: Kenny J. Evans
Its: Mayor

Tenant: GovNET Inc., an Arizona corporation

By: _____
Name: _____
Its: _____

ATTEST:

Silvia Smith, Payson Town Clerk

APPROVAL AS TO FORM

By _____
Timothy M. Wright, Town Attorney

Dated

STATE OF ARIZONA)
) ss.
County of _____)

On this ____ day of _____, 201__, before me, appeared Kenny J. Evans personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the Lease Agreement and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

My Commission Expires

Notary Public

STATE OF ARIZONA)
) ss
County of _____)

On this ____ day of _____, 201__, before me, appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the Lease Agreement and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

My Commission Expires

Notary Public

Exhibit A1

Location of Site and Equipment

Parcel 1:

Address:

Legal Description (including any easements, including access over under or across the Property to and from the Site):

The Site and Equipment Location:

Schematics, Descriptions, and renderings of the Equipment:

Exhibit A2

Location of Site and Equipment

Parcel 1:

Address:

Legal Description (including any easements, including access over under or across the Property to and from the Site):

The Site and Equipment Location:

Schematics, Descriptions, and renderings of the Equipment:

Exhibit A3

Location of Site and Equipment

TO BE DETERMINED IN ACCORDANCE WITH PARAGRAPH 1(b) and SECTION 15-13-001(C) OF THE UNIFIED DEVELOPMENT CODE.

Exhibit B

Form of Commencement Date Memorandum

COMMENCEMENT DATE MEMORANDUM

This Commencement Date Memorandum is made and entered into this ____ day of _____, 201__, by and between the Town of Payson (“**Landlord**”) and GovNET Inc. (“**Tenant**”).

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated _____, 201__, (hereinafter referred to as the “**Lease**”); and

WHEREAS, Section 5 of the Lease provides that the “Commencement Date” commences on the Tenant’s commencement of any installation or construction at the Site; and

WHEREAS, Tenant commenced construction on the ____ day of _____, _____.

NOW, THEREFORE, pursuant to the provisions of Section 5 of the Lease, Landlord and Tenant mutually agree as follows:

1. Tenant is in possession of, and has accepted, the Site set forth in the Lease.
2. The Initial Term of the Lease shall begin on _____ and will end 10 years from such date, as provided in Section 2 of the Lease.
3. Capitalized terms used but not defined herein are defined in the Lease.

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement the ____ day of _____, 201__.

Landlord: Town of Payson

By: _____
Name: Kenny J. Evans
Its: Mayor

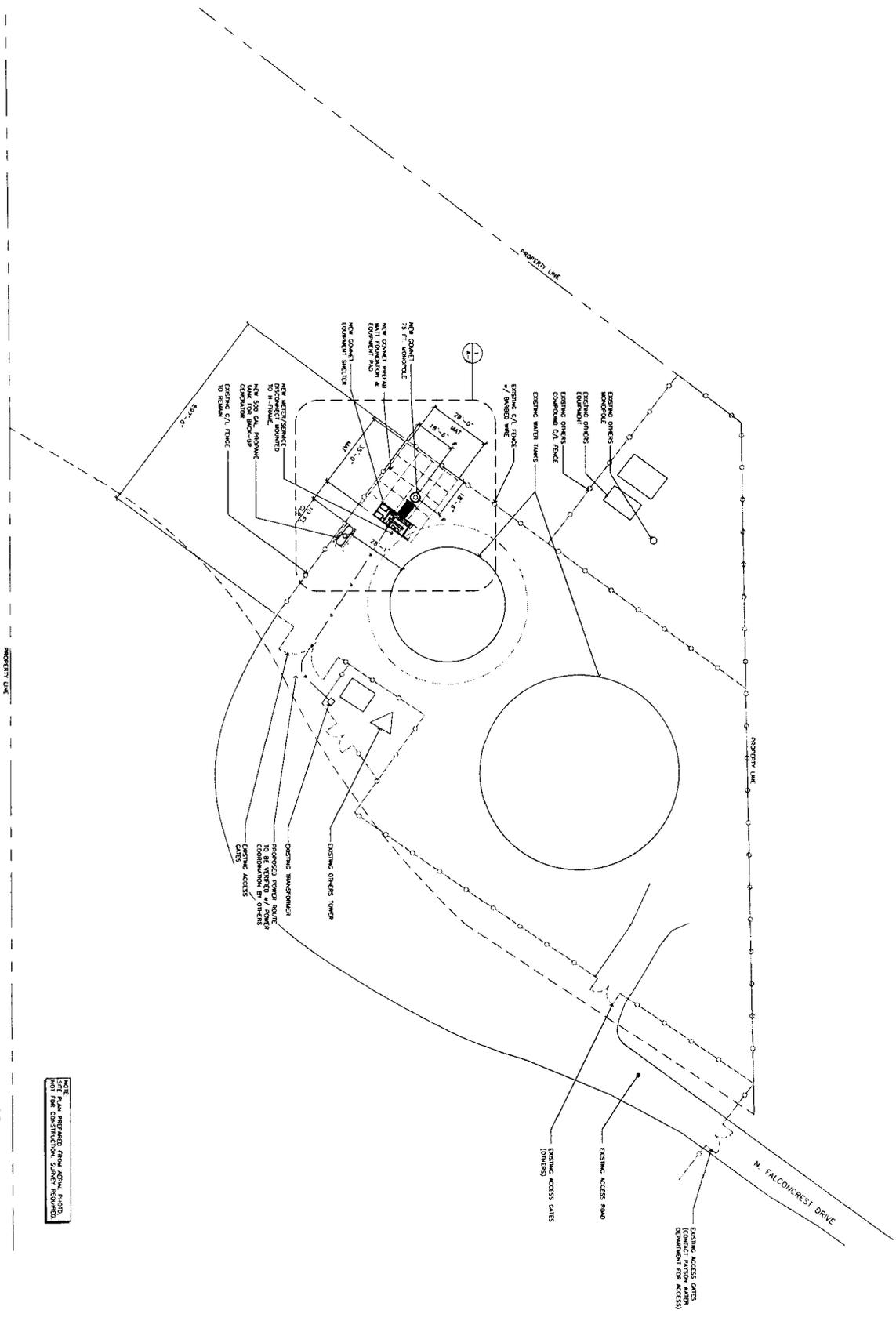
Tenant:

GovNET Inc., an Arizona corporation

By: _____
Name: _____
Its: _____

Exhibit 3
To
Resolution 2771

OVERALL SITE PLAN



SCALE: 1" = 20' 1

FULL SCALE 1" = 20'
 HALF SCALE 1" = 40'
 0 20 40
 FEET
 0 20 40
 METERS

N
 NORTH
 SOUTH
 EAST
 WEST

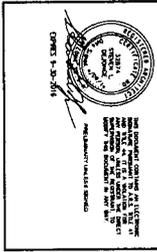
NOT FOR CONSTRUCTION. SHOWN FOR INFORMATION ONLY.

1100 N. FALCONCREST DRIVE
 PAYSON, AZ
 GILA COUNTY

A-1

PAYSON AIRPORT

NO.	DATE	DESCRIPTION	BY	CHKD.
1	04/09/14	ZONING DYNAMICS	SJD	MF



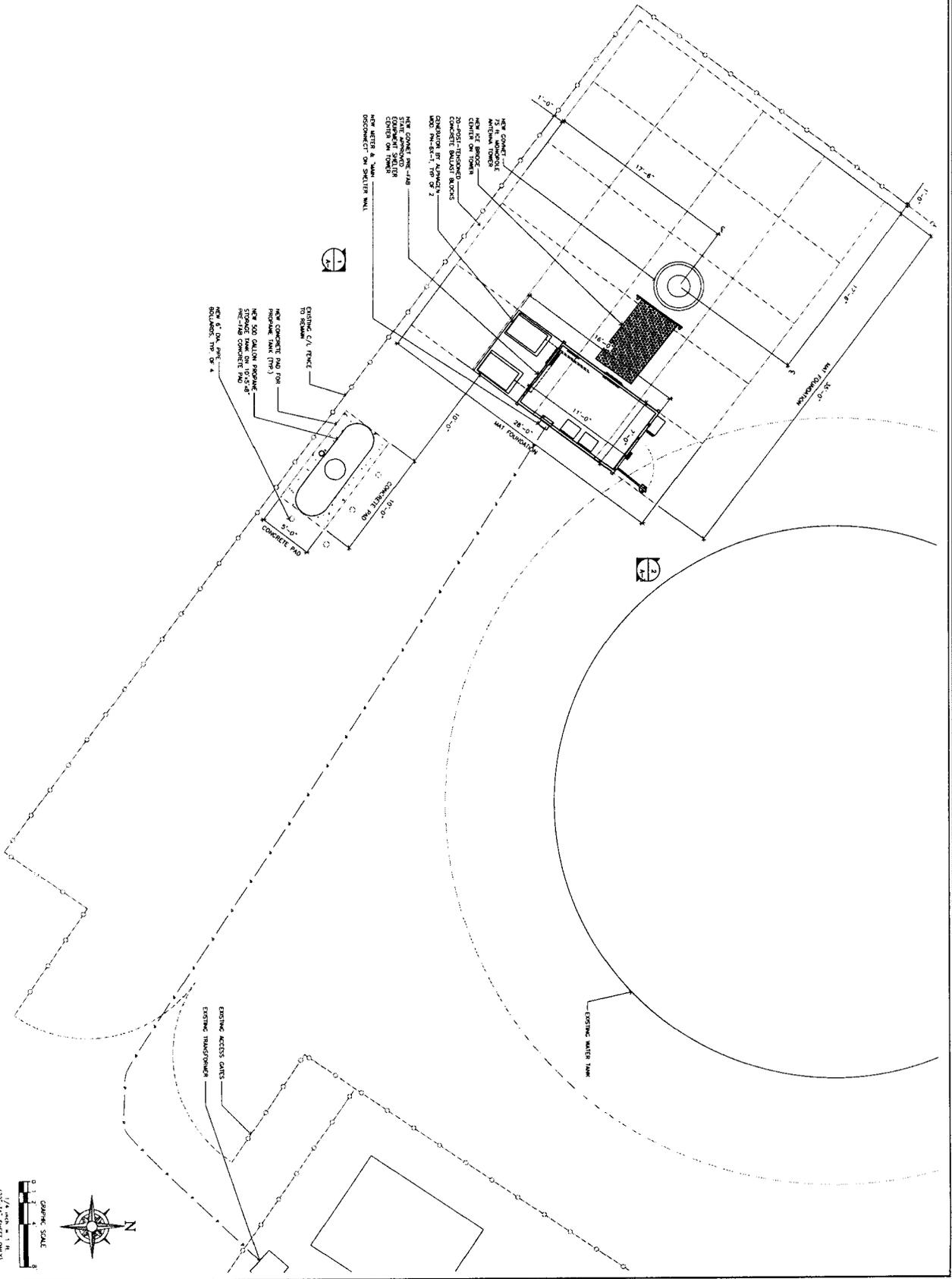
Clear Blue
 SERVICES
 1101 S. MAIN STREET, SUITE 200
 PHOENIX, AZ 85004

GOVNET.net
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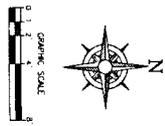
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1100 N. FALCONCREST DRIVE
 PAYSON, AZ 85901
 (928) 428-1100
 WWW.GOVNET.NET

ENLARGED SITE PLAN



SCALE: 1/4" = 1'-0"



1100 N. FALCONCREST DRIVE
PAYSON, AZ
GILA COUNTY

A-2

PAYSON AIRPORT

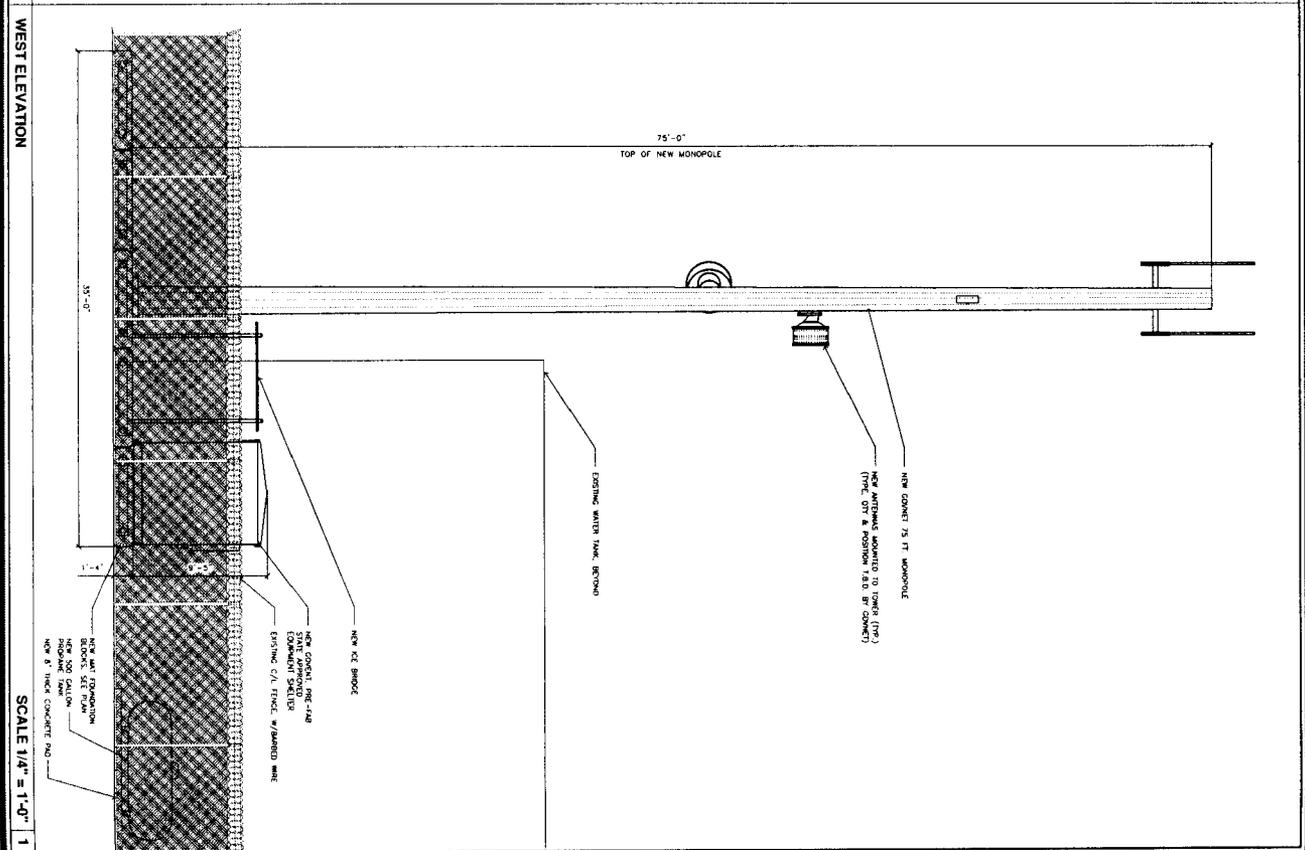
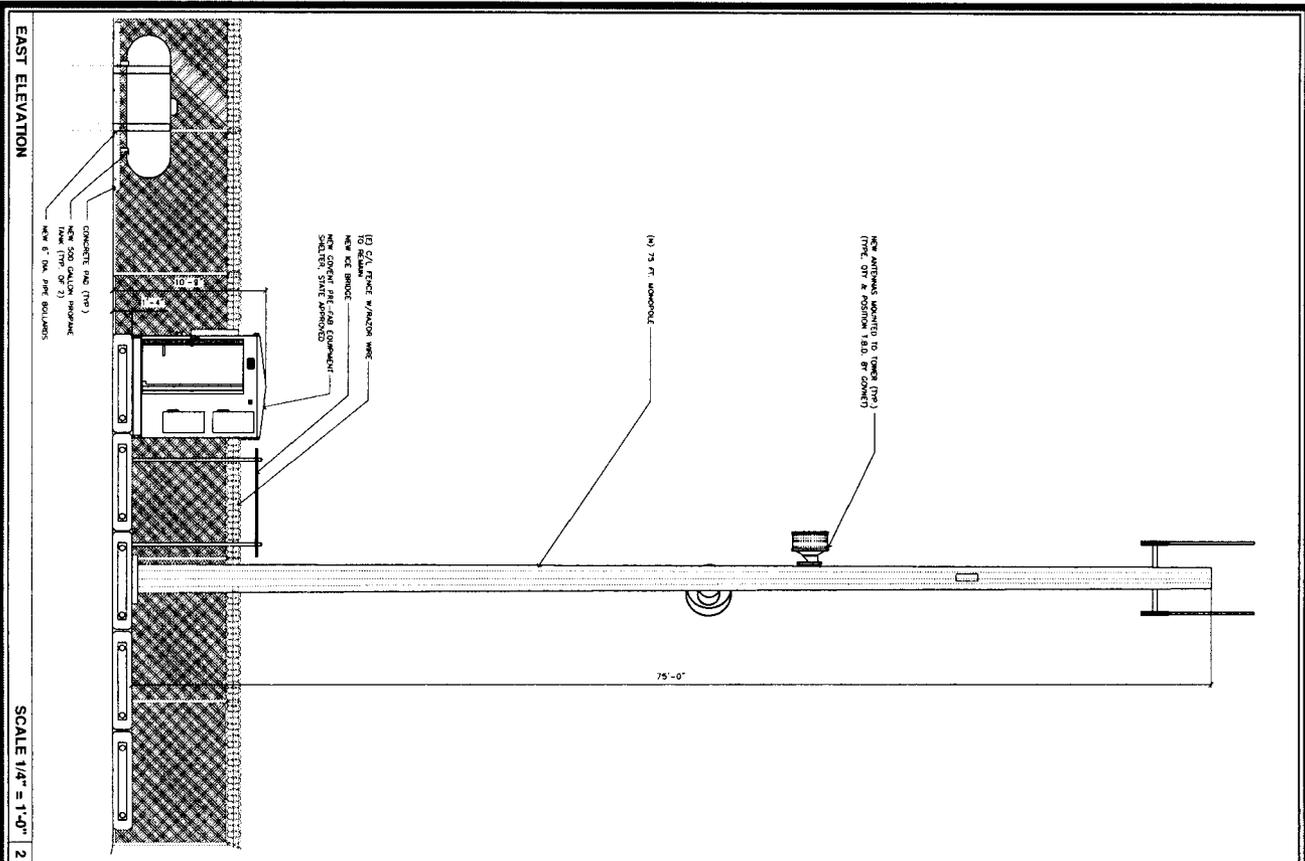
0	04/09/14	ZONING DRAWINGS	SD	5'
1				
2				
3				
4				
5				
6				
7				
8				
9				

DATE: _____

1801 S. ALVIN ST. SUITE 210
PHOENIX, AZ 85048 (602) 251-2500

PROPRIETARY INFORMATION
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Prepared by: GOVNET.net



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SEAL

DATE: 04/09/14
 ZONING: DYNAMICS
 S.D. KF

1100 N. FALCONCREST DRIVE
 PAYSON, AZ
 GILA COUNTY

A-3

PAYSON AIRPORT

GOVNET - PAYSON AIRPORT

EXISTING VIEW



WEST LOOKING EAST



Clear Blue
Services

PREPARED BY:
CLEAR BLUE SERVICES

02/03/14



GOVNET - PAYSON AIRPORT

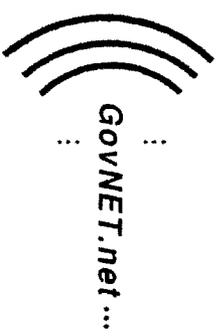
PROPOSED VIEW



WEST LOOKING EAST



Clear Blue
SERVICES



PREPARED BY:
CLEAR BLUE SERVICES

02/03/14

GOVNET - PAYSON AIRPORT

EXISTING VIEW



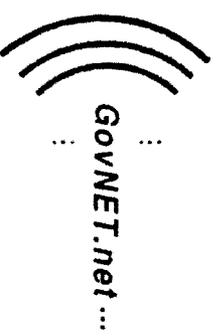
EAST LOOKING WEST



Clear Blue
Services

PREPARED BY:
CLEAR BLUE SERVICES

02/03/14



GOVNET - PAYSON AIRPORT

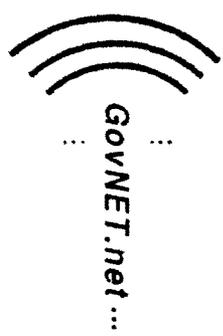
PROPOSED VIEW



EAST LOOKING WEST



Clear Blue
Services



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CLEAR BLUE SERVICES
02/03/14

GOVNET - PAYSON AIRPORT

EXISTING VIEW



NORTH LOOKING SOUTH



Clear Blue
Services



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PREPARED BY:
CLEAR BLUE SERVICES

02/03/14

GOVNET - PAYSON AIRPORT

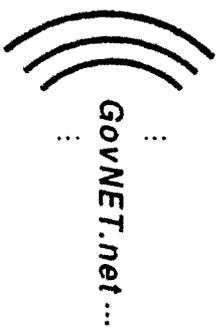
PROPOSED VIEW



NORTH LOOKING SOUTH



Clear Blue
Services



PREPARED BY:
CLEAR BLUE SERVICES

02/03/14

GOVNET - PAYSON AIRPORT

EXISTING VIEW



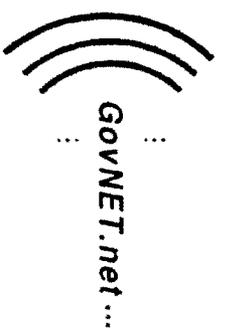
SOUTH LOOKING NORTH (CLOSE-UP)



Clear Blue
SERVICES

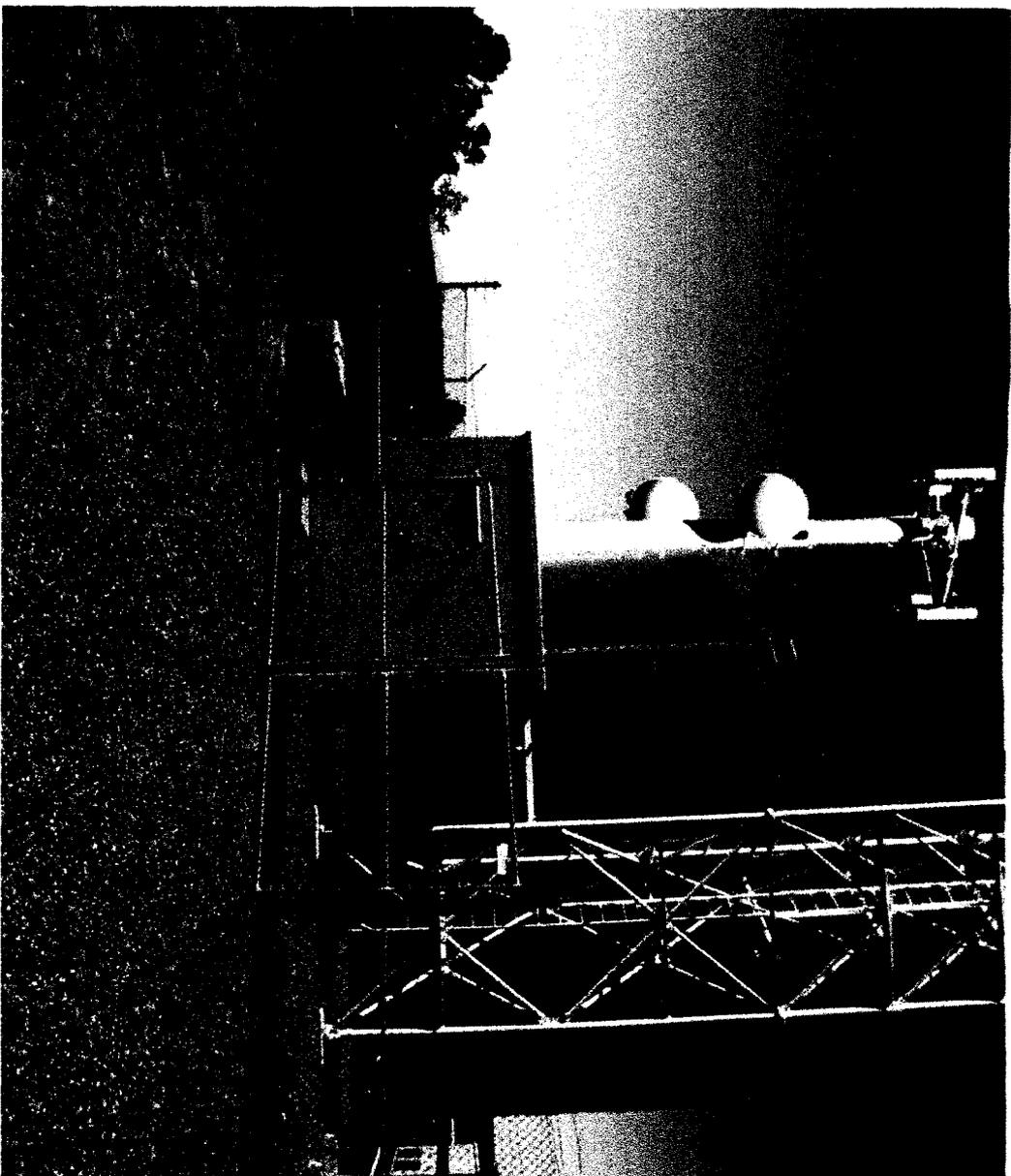
PREPARED BY:
CLEAR BLUE SERVICES

02/03/14



GOVNET - PAYSON AIRPORT

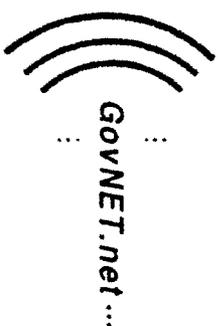
PROPOSED VIEW



SOUTH LOOKING NORTH (CLOSE-UP)

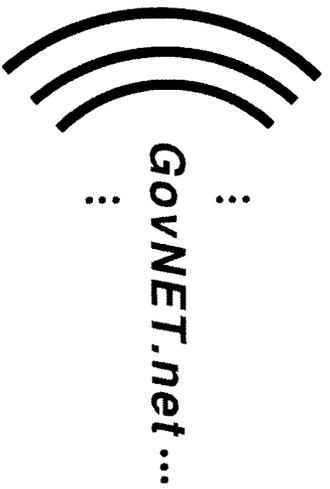


Clear Blue
Services



PREPARED BY:
CLEAR BLUE SERVICES

02/03/14



**PAYSON WATERTANK
VANDERLINK DR.
PAYSON, ARIZONA
GILA COUNTY**

CONSULTANT TEAM

CLIENT'S REPRESENTATIVE:
GOVNET, INC.
 7835 E. MCLAM DRIVE
 PHOENIX, ARIZONA 85026
 PHONE: (602) 424-1400
 7835 E. MCLAM DRIVE
 25757 SAGUO, MESA, ARIZONA 85209
CLEAR BLUE SERVICES
 ANIMON LAMONSON
 PROJECT ARCHITECT
 PHONE: (602) 424-9500
 STROEN L. DALMEG
 PHONE: (602) 424-9500

DEVELOPMENT SUMMARY

APPLICANT: GOVNET, INC.
 7835 E. MCLAM DRIVE
 25757 SAGUO, AZ 85209
OWNER/LANDLORD: CITY OF PAYSON
 2024 N. BEAVER HWY.
 PAYSON, ARIZONA 85541
 (602) 774-2522 ext 285
TOWER OWNER: GOVNET
 ANIMONSON OR
 WASHINGTON AZ
PROJECT ADDRESS: 18.03
ASSESSING PARCEL NUMBER: 34-14-0231-1
LOT/BLK: 18.03
CONTINUE: 34-14-0231-1
LOT/BLK: 111-19-34-87
LAT/LONG TYPE: GPS-MARKS
ELEVATION: 5,054' MSL
EXISTING ZONING: 18.0
NEW PROJECT AREA: 12.50 FT.
NEW TYPE OF CONSTRUCTION: TYPE S-8
NEW OCCUPANT: U
EXISTING TYPE OF CONSTRUCTION: TYPE S-8
EXISTING OCCUPANT: U
TOWN OF PAYSON JURISDICTION: U

SHEET INDEX

- T-1 TITLE SHEET
- A-1 OVERALL SITE PLAN
- A-2 ENLARGED SITE PLAN
- A-3 TOWER ELEVATIONS

CONSTRUCTION DRAWINGS

APPLICABLE CODES

ALL WORK SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES:
 INTERNATIONAL BUILDING CODE, 2012 EDITION WITH AMENDMENTS
 NATIONAL ELECTRIC CODE (NFPA-70), 2011 EDITION WITH AMENDMENTS
 IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL.

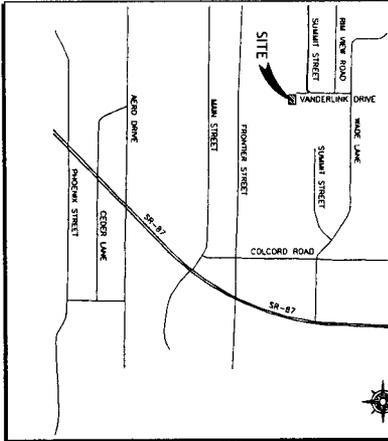
ACCESSIBILITY DISCLAIMER

THIS PROJECT IS AN UNOCCUPIED WIRELESS TELECOMMUNICATIONS FACILITY AND IS EXEMPT FROM DISABLED ACCESS REQUIREMENTS.

SCALE

THE DRAWING SCALES SHOWN IN THIS SET REPRESENT THE CORRECT SCALE ONLY. IF ANY DISCREPANCIES ARE FOUND BETWEEN THE DRAWING SCALES AND THE SCALE BAR, THE SCALE BAR SHALL CONTROL.

VICINITY MAP



DIRECTIONS

DEPART 7835 E. MCLAM DRIVE AND GO NORTH ON 78TH STREET. GO TO FRANK LLOYD WRIGHT BLVD AND TURN RIGHT (EAST) GO TO STATE BLVD. AND TURN LEFT (EAST) FOR PAYSON ROAD. TURN LEFT (WEST) FOR 0.3 MILES GO TO VANDERLINK DRIVE AND TURN LEFT (EAST). THE LOCATED WIRELESS STORAGE TOWER BEHIND THE TOWER IN THE ROAD SIGN 0.3 MILES.

APPROVAL BLOCK

RF: _____ DATE: _____
 ZONING: _____ DATE: _____
 CONST: _____ DATE: _____
 SITE ACQ: _____ DATE: _____
 OWNER: _____ DATE: _____

PROJECT DESCRIPTION

GOVNET PROPOSES TO INSTALL A LIMITED WIRELESS COMMUNICATIONS FACILITY. THIS FACILITY WILL CONSIST OF THE FOLLOWING:
 INSTALL (1) NEW OUTDOOR EQUIPMENT CABINET ON NEW CONCRETE PAD.
 INSTALL (1) NEW 17' TOWER WITH ANTENNA ON THE CONCRETE WATER TANK.
 INSTALL (1) NEW 17' TOWER WITH 17' TOWER ON THE CONCRETE WATER TANK.

LEGAL DESCRIPTION

N/A



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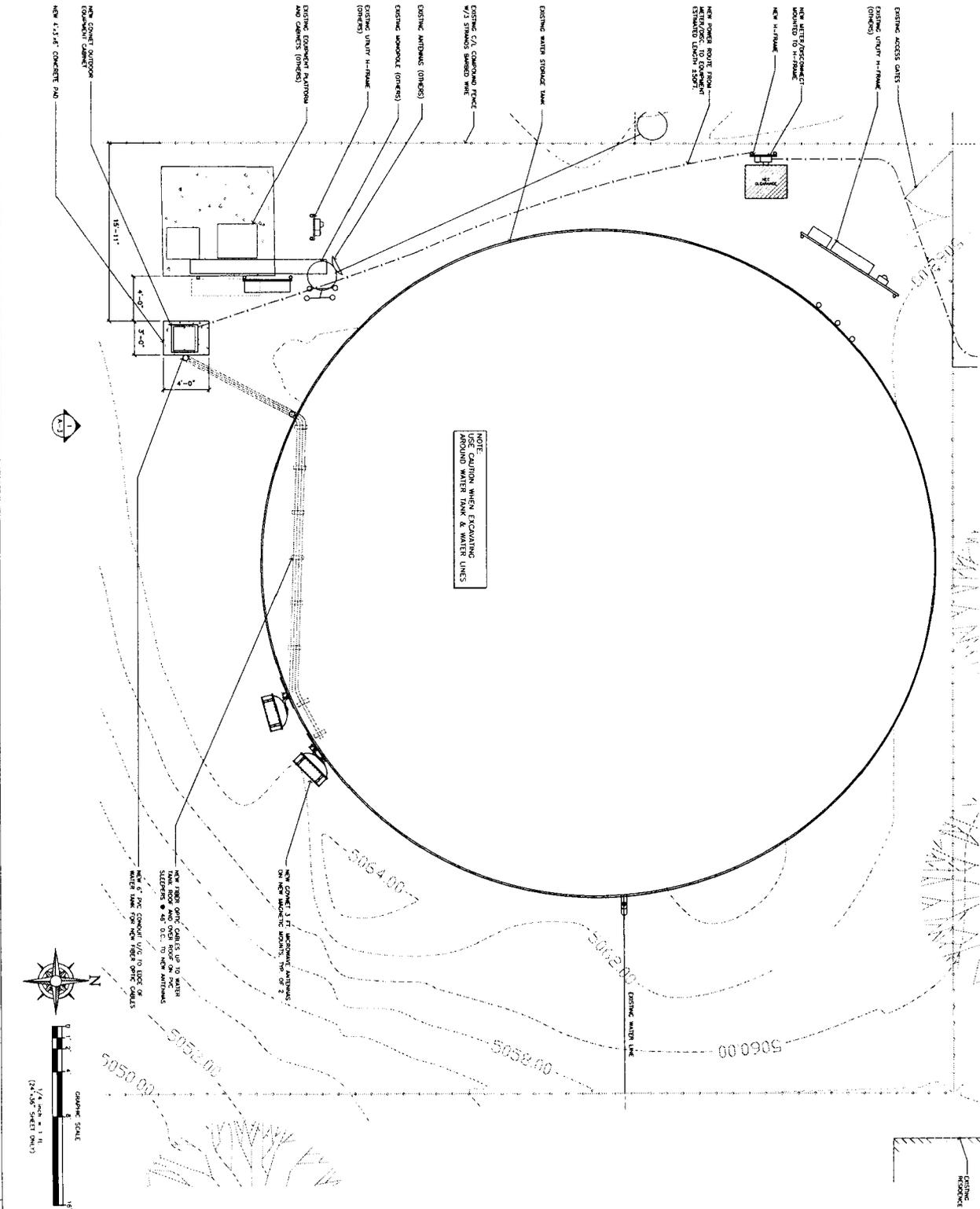
△			
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△			
△	09/09/14	ZONING DRAWINGS	SD 16

VANDERLINK DR.
 PAYSON, ARIZONA
 GILA COUNTY

T-1

PAYSON WATERTANK

ENLARGED SITE PLAN



SCALE: 1/4" = 1'-0" 1

VANDERLINK DR.
PAYSON, ARIZONA
GILA COUNTY

**PAYSON
WATERTANK**

04/08/14	ZONING DRAWINGS	SJD	RF

DATE: 8-23-2014

Clear Blue
Services

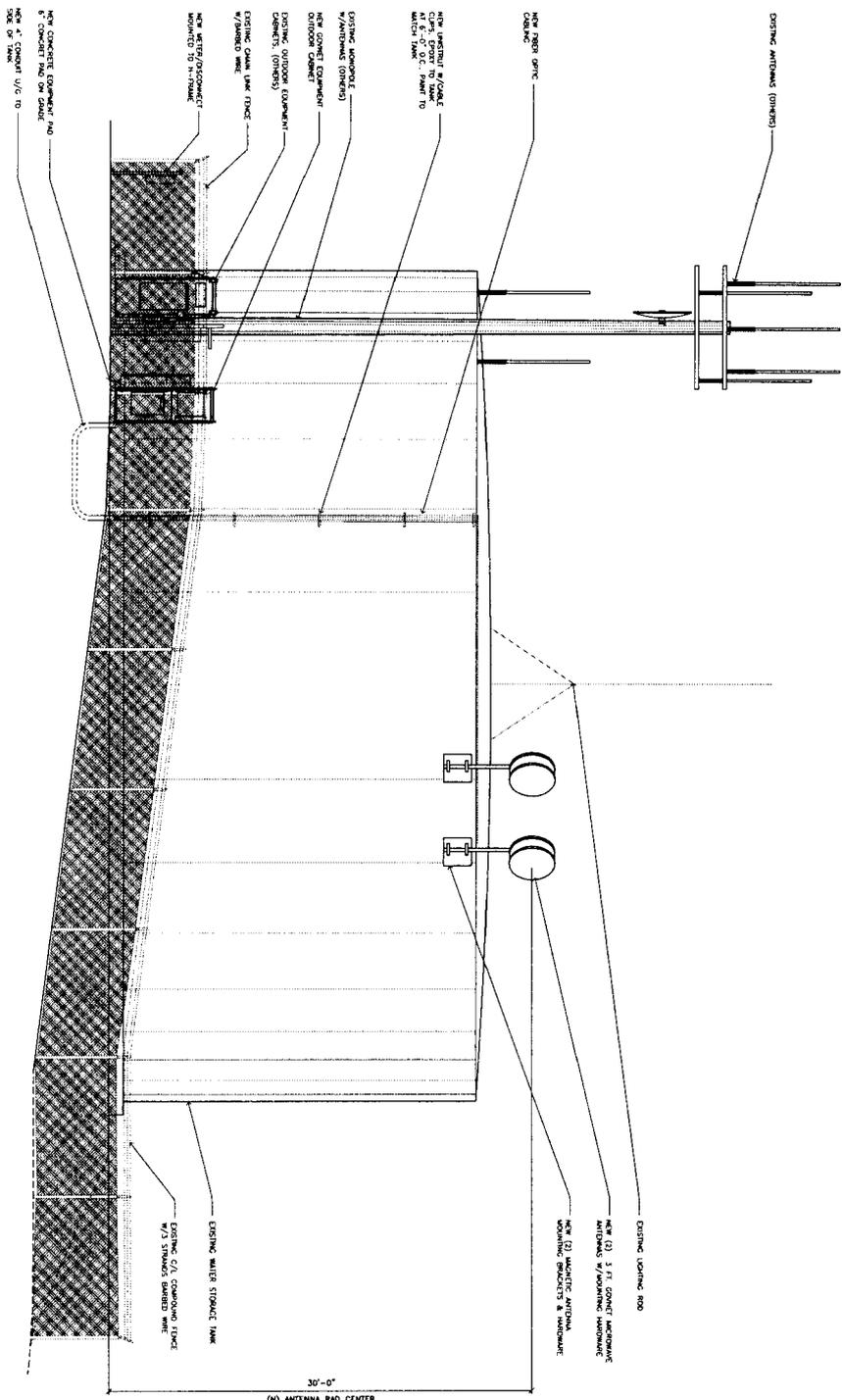
10115 S. ARIZON STREET
PHOENIX, AZ 85044 602-745-6600

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GOVNET.net

10115 S. ARIZON STREET
PHOENIX, AZ 85044 602-745-6600



SOUTH ELEVATION

SCALE 1/4" = 1'-0"

PROCESSED BY
GOVNET.net
 GOVNET.net
 10000 W. CENTRAL AVENUE
 SUITE 100
 DENVER, CO 80231

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Clear Blue SERVICES
 10015 S. ALTA ST. STE 200
 PHOENIX, AZ 85044

SEAL AND SIGNATURE OF ARCHITECT
 ARCHITECT'S EXPIRES ON 12/31/2014
 REGISTERED ARCHITECT
 STATE OF ARIZONA
 NO. 10000
 DATE: 11/15/14
 PROJECT: PAYSON WATER TANK

DATE	DESCRIPTION	BY
04/08/14	ZONING DRAWINGS	SD
		df

VANDERLINK DR.
 PAYSON, ARIZONA
 GILA COUNTY

PAYSON WATERTANK

SHEET NUMBER
A-3

GOVNET - PAYSON WATER TANK

EXISTING VIEW



Clear Blue
SERVICES

SOUTH LOOKING NORTH

PREPARED BY:
CLEAR BLUE SERVICES

02/03/14



GOVNET - PAYSON WATER TANK

PROPOSED VIEW



Clear Blue

SERVICES

SOUTH LOOKING NORTH

PREPARED BY:
CLEAR BLUE SERVICES

02/03/14



GOVNET - PAYSON WATER TANK

EXISTING VIEW



Clear Blue

SERVICES

NORTH LOOKING SOUTH

PREPARED BY:
CLEAR BLUE SERVICES

02/03/14



GOVNET - PAYSON WATER TANK

PROPOSED VIEW



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SERVICES

NORTH LOOKING SOUTH

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02/03/14



GOVNET - PAYSON WATER TANK

EXISTING VIEW



WEST LOOKING EAST



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Services



GOVNET.net ...

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GOVNET - PAYSON WATER TANK

PROPOSED VIEW



Clear Blue

SOLUTIONS

WEST LOOKING EAST

PREPARED BY:
CLEAR BLUE SERVICES

02/03/14

