

Wireless Provider: \_\_\_\_\_

Site Identification Name or Number:  
\_\_\_\_\_

**Right-of-Way Use Site Agreement  
for a Small Wireless Facility**

This Right-of-Way Use Site Agreement for a Small Wireless Facility ("RUSA") is effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ , by and between the City of Tempe, an Arizona municipal corporation ("City") and \_\_\_\_\_, a \_\_\_\_\_ ("Company").

1. Standard Terms and Conditions Incorporated. Company agrees to accept and comply with the City's Standard Terms and Conditions and such are incorporated into this RUSA by reference as if set out in full. Any additional or different terms are set forth in Section 14 below. Capitalized terms used but not defined in this RUSA shall have the meanings assigned by the Standard Terms and Conditions.
2. The right-of-way (ROW) is currently improved with an approximately \_\_\_\_\_ foot tall \_\_\_\_\_ [electrical] [light][telephone] pole ("Pole").
3. The Pole is owned by \_\_\_\_\_ ("Pole Owner") and Company has entered into a pole attachment agreement with Pole Owner dated \_\_\_\_\_, 20\_\_ whereby Company has obtained permission from Pole Owner to use the Pole for a Small Wireless Facility (SWF).
4. The Pole is located on the ROW at \_\_\_\_\_ [address]. The portions of the ROW Parcel that this RUSA allows Company to use ("Use Areas") are defined in the package of maps and related materials (the "Site Plan") attached hereto as Exhibit 1.
5. Site Plan. It is Company's responsibility before signing this RUSA to ensure that the Site Plan correctly shows the work that Company intends to perform, that the Site Plan correctly shows all improvements and equipment that Company intends to be located on the Use Areas, and that all areas of the ROW Parcel that will be occupied are identified.
6. Stealth and Concealment Requirements. The stealth and concealment requirements for the SWF and associated equipment at this location will be shown on the Site Plan.
7. Tenancy. The SWF tenant is \_\_\_\_\_
8. Enclosure. The volume of the Enclosure and the above ground portion of its pad as shown in the Site Plan is \_\_\_\_\_ cubic feet. The location, size, and appearance of the related ground-based equipment (radios, batteries, etc.), enclosures, cabinets, and pedestals shall be as shown on the Site Plan.
9. Term. Subject to the applicable relocation requirements as set forth in the City's Standard Terms and Conditions and unless sooner terminated by the Company, the term of this RUSA begins as of the date indicated above (the "Commencement Date") and shall be for an initial term of ten (10)

years (“Initial Term”). Unless the City finds that the SWF or associated equipment do not comply with the Applicable Codes or terms of the City’s zoning or other regulatory process approvals, this RUSA shall automatically be extended for successive ten (10) year renewal terms (each a “Renewal Term”).

- 10. Payment. Company shall pay to City the applicable ROW use fee, which is Fifty Dollars (\$50) annually.
- 11. Insurance. Company will provide evidence of the insurance coverage required by the City’s Standard Terms and Conditions by attaching a Certificate(s) of Insurance (“COI”) as Exhibit 2 to this RUSA, unless the Company has a current COI already on file with the City.
- 12. City’s Notice Information.

Unless and until City give notice otherwise, any notices relating to this RUSA shall be sent to:

City of Tempe  
Attn: City Engineer  
31 E. 5<sup>th</sup> St., Garden Level  
Tempe, AZ 85281  
(480) 350-8200

- 13. Company’s Notice Information.

13.1 Company’s Network Operations Center (NOC) phone number shall be (\_\_\_\_) \_\_\_\_\_.

13.2 Unless and until Company gives notice otherwise, any notices relating to this RUSA shall be sent to:

Company \_\_\_\_\_

Phone: \_\_\_\_\_

*With a copy which shall not constitute legal notice to:*

Company \_\_\_\_\_

Phone: \_\_\_\_\_

13.3 Company’s billing address for any billing invoices is:

Company \_\_\_\_\_

Third-Party Owned Pole/ROW Use Site Agreement (RUSA)

Site Name: \_\_\_\_\_

14. Modification of Standard Terms and Conditions *[if applicable]*.

This RUSA has been executed as of the date signed by the City below.

Company  
a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Tempe,  
An Arizona municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Exhibit 1 – Site Plan

Exhibit 2 – Certificate of Insurance *(if not already on file with the City)*

Exhibit 3 – Conduit and Fiber Installation Information and Terms *(if applicable)*

Exhibit 4 – Modified Terms and Conditions Rider *(if applicable)*