

100503

DEPARTMENT OF THE AIR FORCE  
AIR EDUCATION AND TRAINING COMMAND

LICENSE TO

CITY OF PHOENIX

TO USE PROPERTY LOCATED ON

LUKE AF FORCE BASE

No. USAF/AETC-LUK-3-03-002

**THE SECRETARY OF THE AIR FORCE**, hereinafter referred to as "Licensor," hereby grants to *(Name of Licensee)* City of Phoenix, hereinafter referred to as "Licensee", a license for use and operation of *(brief description of property to be used, e.g., building number, acres, and any utilities)* Five (5) Omni antennas and two (2) microwave dishes, to be located on the base water tower (east face) together with supporting electrical generator equipment, at South Sabre street near South gate.

*at (Name of Installation)* LUKE AFB, Arizona identified in **EXHIBITS A and B**, both attached hereto and made a part hereof, hereinafter referred to as the "Premises." Licensor and Licensee, when referred to together, are hereinafter referred to as the "Parties." For purposes of this License, Licensor includes the United States Government and the Department of the Air Force.

THIS LICENSE is granted subject to the following conditions.

**1. Term.** This License shall be effective beginning on 1 November 2003 and shall remain in effect for a period of five years, unless sooner terminated by Licensor or by abandonment. This License shall terminate without further action or notice on the part of the Parties if Licensee abandons its privileges under this License; abandonment shall occur if Licensee fails to utilize the Licensed premises for the purpose granted for a period of two years. The obligations of Licensee, excluding those of condition 2, including those regarding remediation of environmental damage and removal of structures, facilities, and equipment installed by Licensee, shall remain in effect after the termination of this License unless otherwise agreed to by the Parties.

~~**2. Consideration.** Licensee shall pay to Licensor a fee for this License. That fee shall be \$ \_\_\_\_\_ per annum, payable monthly in advance. Payments shall be sent to *(insert finance office address and payment identification information)* \_\_\_\_\_ properly addressed and with sufficient postage.~~ **DELETED**

**3. Correspondence.** All correspondence to be sent and notices to be given pursuant to this License shall be addressed, if to Licensor, to *(insert installation office address)* Installation Commander, 56 FW Luke AFB, Glendale, AZ 85309, and, if to Licensee, to *(insert Licensee's address)* City of Phoenix, Information Technology Dept 2441 S 22 Avenue Phoenix, AZ 85009, or as may from time to time otherwise be directed by the Parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

**4. Access.** The use, operation, and occupation of the Premises shall be without cost or expense to the Department of the Air Force, and is subject to the general supervision and control of the *(Commander name and address)* Installation Commander 56 FW, Luke AFB, Glendale, AZ 85309, or his duly authorized representative, hereinafter referred to as "said officer."

~~*(Delete 4.4 through 4.6 if not a cable license)*~~

~~**4.4.** In accepting the privileges and obligations established hereunder, Licensee recognizes that the Installation serves the national defense and that Licensor will not permit the construction, installation, and maintenance of a cable television system and the provision of CATV service to interfere with the Installation's military mission. This Installation is a closed military installation and is subject to the provisions of the Internal Security Act of 1950, 50 U.S.C. 797. Access to the Installation is subject to the control of its commanding officer and is governed by such regulations and orders as have been lawfully promulgated or approved by the Secretary of Defense or by any designated military commander. Any access granted to Licensee, its employees, and its agents is subject to such regulations and orders. This license is subject to all regulations and orders currently~~ **DELETED**

~~promulgated or which may be promulgated by lawful authority as well as all other conditions contained in this License.~~ Violation of any such regulations, orders or conditions may, in the discretion of said officer, result in the termination of this License. Such regulations and orders may, by way of example and not by way of limitation, include restrictions on who may enter, how many may enter at any one time, when they may enter, and what areas of the Installation they may visit. Licensee is responsible for the actions of its employees and agents while on the Installation and acting under this License.

4.2. Licensee further recognizes that changes in the activities of the Installation may occur from time to time throughout the term of this License and that such changes may require changes in the operation of the cable system, including, but not limited to, the removal or relocation of any of Licensee's facilities and equipment. Such removal or relocation shall be at Licensee's expense.

4.3. Licensee further recognizes that the construction, installation, maintenance and operation of the cable system on the Installation may be subject to requirements and approvals not ordinarily imposed by civilian authorities. Licensee agrees to abide by all applicable regulations and to obtain all required approvals as specified in this License or as directed by said officer.

4.4. This License does not guarantee that the Installation will remain open or active at its current level. The number of potential subscribers may change from time to time depending on military requirements. Such change is part of the risk Licensee assumes. This License is not exclusive in that Licensor may also grant like privileges to Licensee's competitors. Additionally, Licensor may allow alternative forms of television reception such as satellite or other wireless broadcasting systems. Closure of the Installation, reduction in the level of activity at the Installation, change in the number of potential subscribers, Licensor's granting like privileges to Licensee's competitors, and Licensor's allowing alternative forms of television reception will not constitute termination of this License for convenience of the Licensor and creates absolutely no obligation on the part of Licensor to reimburse Licensee for any anticipated profits or fees. Licensee acknowledges that it is solely responsible for all capital costs, anticipated profits or fees, and costs of construction, installation, maintenance, upgrade, and removal of facilities, and that such costs and anticipated profits or fees will not be recoverable from Licensor.

4.5. Utility poles or buried conduit on the Installation may be the property of a non-federal entity. In that case, use of those poles or conduit will be subject to separate agreement between Licensee and the owner of the poles or conduit. Access will still be governed by this License but may also be subject to conditions, including payment of a fee, required by the owner of the poles or conduit.

4.6. The Licensor may, during the term of this License, sell existing poles or buried conduit to a private entity or public utility. In such an event, the sale will contain terms that protect the rights of the Licensee under this License but this License will not be renewed by the Licensor, and at the end of the License's current term, Licensee will have to obtain ~~permission from the new owner of the poles or buried conduit to continue to use them.~~ **DELETED**

**5. Condition of Premises.** Licensee has inspected and knows the condition of the Premises. It is understood that they are licensed in an "as is, where is" condition without any warranty, representation, or obligation on the part of Licensor to make any alterations, repairs, or improvements. The Parties will jointly perform and sign a Physical Condition Report at the beginning of the license period. This report shall be attached hereto and made a part hereof as

**EXHIBIT C.**

**6. Protection of Premises.** Licensee shall, at all times, protect, repair, and maintain the Premises in good order and condition at its own expense and without cost or expense to Licensor. Licensee shall exercise due diligence in protecting the Premises against damage or destruction by fire, vandalism, theft, weather, or other causes. Any property on the Premises damaged or destroyed by Licensee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by Licensee to the satisfaction of said officer.

**7. Air Force Property.** Any interference with the use of or damage to property under control of the Department of the Air Force incident to the exercise of the privileges herein granted shall be promptly corrected by Licensee to the satisfaction of said officer. If Licensee fails to promptly repair or replace any such property, said officer may repair or replace such property and Licensee shall be liable for the costs of such repair or replacement.

**8. Costs of Services.** Licensee will be responsible for all utilities, janitorial services, building maintenance, and grounds maintenance for the Premises without cost to the Department of the Air Force.

Less normal wear and tear.

**9. Restoration of Premises.** On or before (or, in the case of abandonment, after) the date of expiration of this License or its cancellation by agreement of Licensor and Licensee or its termination by the Secretary of the Air Force, Licensee shall vacate the Premises, remove its property therefrom, and restore the Premises to their original condition. Licensor may, in its sole and absolute discretion, consent to Licensee abandoning all or part of its improvements on the Installation.

**10. Compliance with Laws.** Licensee shall comply with all applicable Federal, State, interstate, and local laws, regulations, and requirements.

**11. Alteration of Premises.** No additions to or alterations of the Premises shall be made without prior written approval of said officer. Licensee must submit its Construction Hazardous Materials Management Plan to said officer for review before any construction begins. Approval by Licensor will not be unreasonably withheld. ~~Any and all construction, installation, and operations activity of any type whatsoever must comply with this License and with its Attachments 1 and 2, attached hereto and made a part hereof.~~ DELETED

**12. Asbestos.** Licensee will not make any improvements or engage in any construction on any of the Premises which contains asbestos-containing material (ACM), without prior approval of said officer. Licensee will be responsible for monitoring the condition of ACM in any portion of the Premises for deterioration or damage. Licensee will be responsible for remediation of any ACM on the Premises which is deteriorated, disturbed, or damaged during the term of this License.

by the Licensee.

**13. Lead-based Paint.** Licensee will test any painted surface to be affected by any maintenance, repair, or construction modifications to determine if the paint is lead-based and will handle that surface in compliance with all applicable laws and regulations.

**14. Safety and Hazardous Waste Disposal.** Licensee must comply with all applicable laws on occupational safety and health, the handling and storage of hazardous materials, and the proper disposal of hazardous waste generated by its activities. Licensee will also be responsible for the cost of proper disposal of hazardous wastes generated by its activities under this License.

**15. Environmental Compliance.** In its activities under this License, Licensee must comply with all applicable environmental requirements, and in particular those requirements concerning the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, and solid and hazardous waste. Responsibility for compliance with such requirements rests exclusively with Licensee. Licensee assumes responsibility for and shall pay all costs of, or relating to, any modification of the Installation drinking water or wastewater treatment systems necessitated by the activities of Licensee under this License.

**16. Historic Preservation.** Licensee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the Premises, Licensee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed. Any costs resulting from this delay shall be the responsibility of Licensee.

**17. Installation Restoration Program.** ~~(Installation name) \_\_\_\_\_  has  has not been listed on the National Priorities List (NPL) under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended. Licensee acknowledges that Licensor has provided it with a copy, with current amendments, of the Federal Facility Agreement (FFA) entered into by the U.S. Environmental Protection Agency (USEPA)-Region (number) \_\_\_\_\_, the State of (name) \_\_\_\_\_, and the Air Force and effective on (date) \_\_\_\_\_; Licensor will provide Licensee with a copy of any subsequent amendments thereto. Licensee agrees that should any conflict arise between the terms of the FFA as it presently exists or may be amended and the provisions of this License, the terms of the FFA shall take precedence.~~ DELETED

**18. Access for Restoration.** The Air Force, USEPA, and the (state) State of Arizona, and their duly authorized officers, employees, agents, contractors, and subcontractors have the right, upon reasonable notice to Licensee, to enter upon the Premises for the purposes enumerated in this Condition ~~and for such other purposes as are consistent with the provisions of the FFA.~~ DELETED

18.1. To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings, and other activities related to the *(installation name)* Luke AFB, Arizona Installation Restoration Program (IRP), ~~or the FFA.~~ **DELETED**

18.2. To inspect field activities of the Air Force and its contractors and subcontractors in implementing the *(installation name)* Luke AFB, Arizona IRP, ~~or the FFA.~~ **DELETED**

~~18.3. To conduct any test or survey required by the USEPA or the (state) State of Arizona relating to the implementation of the FFA or environmental conditions at the Premises or to verify any data submitted to the USEPA of the (state) State of Arizona by the Air Force relating to such conditions.~~ **DELETED**

18.4. To conduct, operate, maintain, or undertake any other response or remedial action as required under or necessitated by the *(installation name)* Luke AFB, Arizona, IRP, ~~or FFA~~, including, but not limited to, monitoring wells, pumping wells, and treatment facilities.

**19. Environmental Baseline Survey.** A Site-Specific Environmental Baseline Survey (EBS) extracted from the existing Basewide Environmental Baseline Survey *(installation name)* Luke AFB, Arizona documenting the known history of the property with regard to the storage, release, or disposal of hazardous substances thereon is attached hereto and made a part hereof as **EXHIBIT D**. Upon cancellation or relinquishment of this License, another EBS shall be prepared which will document the environmental condition of the property at that time. That EBS shall be attached hereto and made a part hereof as an Exhibit. Licensee is responsible for the costs of any environmental remediation necessitated as a result of its use of the Premises. If deemed appropriate by the Licensor, an EBS waiver, prepared in accordance with all applicable regulations, may be substituted as **EXHIBIT D** in place of the site-specific EBS. Preparation of an EBS waiver does not preclude the Licensor from requiring an EBS at a future time, if deemed necessary by the Licensor in its sole and absolute discretion.

**20. Liability for Injury.** Licensor shall not be responsible for damage to property or injuries to persons which may rise from, or be attributable or incident to, the condition or state of repair of the Premises, or its use and occupation by Licensee. Licensee agrees that it assumes all risks of loss or damage to property and injury or death to persons, whether to its officers, employees, invitees, or others, by reason of or incident to Licensee's possession and/or use of the Premises, and the activities conducted under this License. Licensee shall, at its expense, settle and pay any claims arising out of the use and occupancy of the Premises, ~~by the Licensee~~

**21. Transferring or Assigning.**

~~by the Licensee~~  
to the extent permitted by law.

**21.1.** Licensee shall not transfer, assign, lease, or dispose of in any way, including, but not limited to, voluntary or involuntary sale, merger, consolidation, receivership, or other means, this License or any interest therein or any property on the Premises, or otherwise create any interest therein, without the prior written consent of said officer. Such consent shall not be unreasonably withheld or delayed, subject to the provisions of Conditions 21.2 through 21.4, below. Licensee shall not grant any privileges or license which impacts upon the rights of said officer or is contrary to the terms of this License.

**21.2.** Any transfer or assignment granted by Licensee shall be subject to all of the terms and conditions of this License and shall terminate immediately upon the expiration or any earlier termination of this License, without any liability on the part of Licensor to Licensee or any transferee or assignee. Under any transfer or assignment made, with or without consent, the transferee or assignee shall be deemed to have assumed all of the obligations of Licensee under this License. No transfer or assignment shall relieve Licensee of any of its obligations hereunder.

**21.3.** Licensee shall furnish said officer, for his prior written consent, a copy of each transfer or assignment Licensee proposes to execute. Such consent by said officer may include the requirement to delete, add, or change provisions in the transfer or assignment instrument as Licensor shall deem necessary to protect its interest. Consent to or rejection of any transfer or assignment shall not be taken or construed to diminish or enlarge any of the rights or obligations of either of the Parties under this License.

**21.4.** Any transfer or assignment agreement must include the provisions set forth in conditions 12, 13, 14, ~~17~~, and 18 of this License ~~as well as any Special Environmental Restrictions which may be required under condition 17 of this License and~~ must expressly provide that (1) the transfer or assignment is subject to all the terms and conditions of this License; (2) the transfer or assignment shall terminate with the expiration or earlier termination

of this License; and (3) in case of any conflict between this License and the transfer or assignment instrument, this License will control. A copy of this License must be attached to the transfer or assignment instrument.

**22. Subletting.** Neither this License nor any interest under it shall be sublet by Licensee or by any assignee or transferee of Licensee.

**23. Availability of Funds.** The obligations of Licensor shall be subject to the availability of appropriated funds. No appropriated funds are obligated by this License.

**24. Amendments.** This License may only be modified or amended by the written agreement of the Parties.

**25. Real Property Accountability.** Licensor may transfer real property accountability for the Premises to another federal agency. Such transfer will not affect this License without the agreement of Licensor and Licensee.

**26. Insurance.**

~~26.1. The Licensee shall at all times maintain in full force and effect a policy or policies of insurance providing the following minimum coverage:~~

<u>TYPE</u>	<u>AMOUNT</u>
Workers' Compensation	As required by applicable statutes and regulations.
Comprehensive General Liability	\$ 500,000 per occurrence.
Comprehensive Automobile Liability	\$ 200,000 per person for bodily injury; \$ 500,000 per occurrence for bodily injury; \$ 50,000 per occurrence for property damage.
<del>Employer's Liability</del>	<del>\$ 100,000.</del> DELETED

26.2. Licensee shall indemnify and hold harmless the Government against any and all expenses, taxes, liabilities, claims, and charges of whatever kind or nature that may arise as a result of the activities of Licensee, whether tortious, contractual, or other, except where such claim or charge arises out of the grossly negligent conduct of the Government.

**27. Termination.** This License may be terminated, in whole or in part, by the Licensor for (1) failure to comply with the terms of the grant, (2) nonuse for a period of two (2) years, or (3) abandonment. Abandonment shall consist of nonuse by Licensee of Licensee's installed cable and associated equipment for a period of two years. Any termination in accordance with this Condition 27 shall not create any liability on the part of Licensor for Licensee's capital costs, anticipated profits or fees, and costs of construction, installation, maintenance, upgrade, and removal of facilities, and such costs and anticipated profits or fees will not be recoverable from Licensor.

**28. Condition and Paragraph Headings.** The headings contained in this License and its Attachments are to facilitate reference only and shall not in any way affect the construction or interpretation hereof.

Prior to execution of this License, the following additions, deletions, or modifications were made:

Para 2 Consideration. DELETED

Para 4 Access. Addition to first sentence, " understands that equipment installed at this site supports Public Safety Communications Operations and is critical to life safety operations for fire and police operations. As such said officer will provide Phoenix personnel 24/7 access to the site for scheduled and unscheduled maintenance and system restoration activities". All other provisions of paragraph 4 are DELETED.

Para 9 Restoration of Premises. After words in first sentence "to their original condition" add the following "less normal wear and tear".

Para 11 Alteration of Premises. Last sentence is DELETED.

Para 12 Asbestos. After the words in third sentence " deteriorated, disturbed, or damaged", add "by the Licensee".

**28. Conditions and Paragraph Headings (Modifications, Continued)**

Para 17 Installation Restoration Program. DELETED. Luke AFB is no longer an NPL base.

Para 18 Access for Restoration. First sentence, words "and for such other purposes as are consistent with the provisions of the FFA" DELETED.

Para 18.1 Words "or the FFA" DELETED.

Para 18.2 Words "or the FFA" DELETED.

Para 18.3 DELETED.

Para 18.4 Words in first sentence "or FFA" DELETED.

Para 20 Liability for Injury. Add in second sentence after Licensee agrees that, "to the extent permitted by law" Add to last sentence after the words of the premises, "by Licensee".

Para 21.4 First sentence after numeral 14, delete numeral "17".  
Words "as well as any Special Environmental Restrictions which may be required under condition 17 of this License and" DELETED.

Para 26 Insurance DELETED. City of Phoenix is self-insured.

ADD **Para 29 Cancellation.** This License is subject to cancellation by Licensee pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

ADD **Para 30 Additional Conditions.** The City of Phoenix will engineer and provide a logical connection between the existing Motorola Trunked Radio system owned by Luke AFB and the City of Phoenix 800 MHz Digital Trunked Radio System. This connectivity shall provide a means of seamless communications interoperability between Luke AFB Emergency Operations and Public Safety agencies operating on the Phoenix 800 MHz Radio System.

ADD **Para 31 Ownership.** The City of Phoenix, as the facility installer, shall be the owner of the communications building and emergency generator, and will be responsible for the maintenance of same. If this agreement is ever terminated, Phoenix shall be responsible to remove all its facilities and restore the property to its pre-existing condition. If Luke AFB desires to retain the facility, a property transfer may be negotiated at the time of termination.

ADD Addendum to License, consisting of three pages (Para 1- Site, Para 2- Frequency Use, and Para 3- Maintenance)

IN WITNESS whereof, I have hereunto set my hand by authority of the Secretary of the Air Force, this  
23 day of Oct, 2003


DEPARTMENT OF THE AIR FORCE

  
PHILIP M. BREEDLOVE, Brig Gen USAF  
Commander

City of Phoenix  
A municipal corporation,  
Frank Fairbanks, City Manager

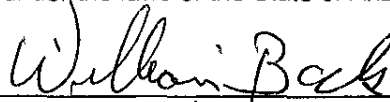
By:   
Danny Murphy  
Chief Information Officer

Date: 7/23/03

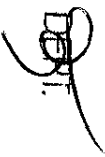
Attest:  
By: 

**ACTING** City Clerk

In accordance with A.R.S. Sec. 11-952 this Agreement has been reviewed by the undersigned attorney who has determined that this Agreement is in proper form and within the powers and authority granted to the City of Phoenix under the laws of the State of Arizona.

By:   
Acting City Attorney *WS*

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

2003 JUL 25 AM 11: 52  
CITY CLERK DEPT.  


## Addendum to License

### 1. SITE:

- 1.1. Luke Air Force Base Site located at Super Saber St (South Gate), Luke AFB, Glendale, Arizona, (Lat. 33-31-49 N, Long. 112-21-48 W, Elevation: 1089 ft.). Luke AFB, the communications site owner, grants Phoenix permission to use the existing site and water tower for the installation of 800 MHZ Trunked Radio Network site including transmitters, receivers, antennas and associated equipment identified in this supplement.
  
- 1.2. Luke Air Force Base grants Phoenix permission to construct a 28' x 12' communications equipment building per the attached drawings. This building will be owned and operated by the City of Phoenix. Phoenix will also install an Emergency Generator to service the communications equipment building in the event of commercial power outages. This generator will remain Phoenix property and be maintained and operated by Phoenix. Electro-mechanical and HVAC equipment installed to service the new communications equipment building shall be provided by and maintained by Phoenix.
  
- 1.3. All power, air conditioning, lighting, telephone facilities, and other utilities shall be provided by the City of Phoenix. Required building penetrations, cost for installation and maintenance of the Phoenix's communications site and radio equipment shall be borne by Phoenix.

### 2. FREQUENCY USE:

- 2.1. Frequency Licensing: As stipulated in the Master Site Sharing Agreement each agency is responsible for the proper licensing of operating frequencies utilized at this site with the Federal Communications Commission (FCC) and the National Telecommunications & Information Administration (NTIA).
  
- 2.2. Frequency Protection: Phoenix shall be responsible for resolving interference problems generated by Phoenix owned equipment, which affect existing frequencies employed by Luke AFB, and shall bear the cost of such resolution.
  
- 2.3. Frequency Assignment: The Luke AFB site is an integral part of the City's 800 MHz Trunked Radio Network as a "Intel-Repeater Site" and consists of twelve NPSPAC Channel assignments as follows:



VOICE CHANNELS:

<u>Channel Number</u>	<u>Frequency</u>
686	867.1375
688	867.1625
701	867.3250
703	867.3500
725	867.6500
737	867.8000
741	867.8500
757	868.0750
769	868.2250
781	868.3750
783	868.4000
794	868.5375

MICROWAVE FREQUENCIES: (See attached Path Descriptions and Calculations)

11.2 GHz to our Cashion Site (Tower Azmith - 150.74°)

11.2 GHz to our Peoria Sports Complex Site  
(Tower Azmith. - 412.5°)

2.4. TOWER: (Ref. Motorola Drawings: Drawing Package TS-1 attached Luke AFB grants Phoenix permission to occupy space on the existing 268 ft. Water Tower. Phoenix will place 5 omni antennas at the top and 2 microwave dishes on the Tower East face, reference drawing EL-1. One at 85' (Azimuth 150.74°) and one at the 80' (Azimuth 41.24°). All antenna and tower work will be performed by authorized Phoenix contractors or personnel. All work performed in installing antennas shall comply with good engineering and installation practices and building codes.

2.5. EQUIPMENT INSTALLATION: (Ref Motorola Drawings: Drawing Package TS-1 attached)

2.5.1. The Luke AFB grants Phoenix permission to locate a 12'x28' Communications equipment building, emergency generator & fuel tank.

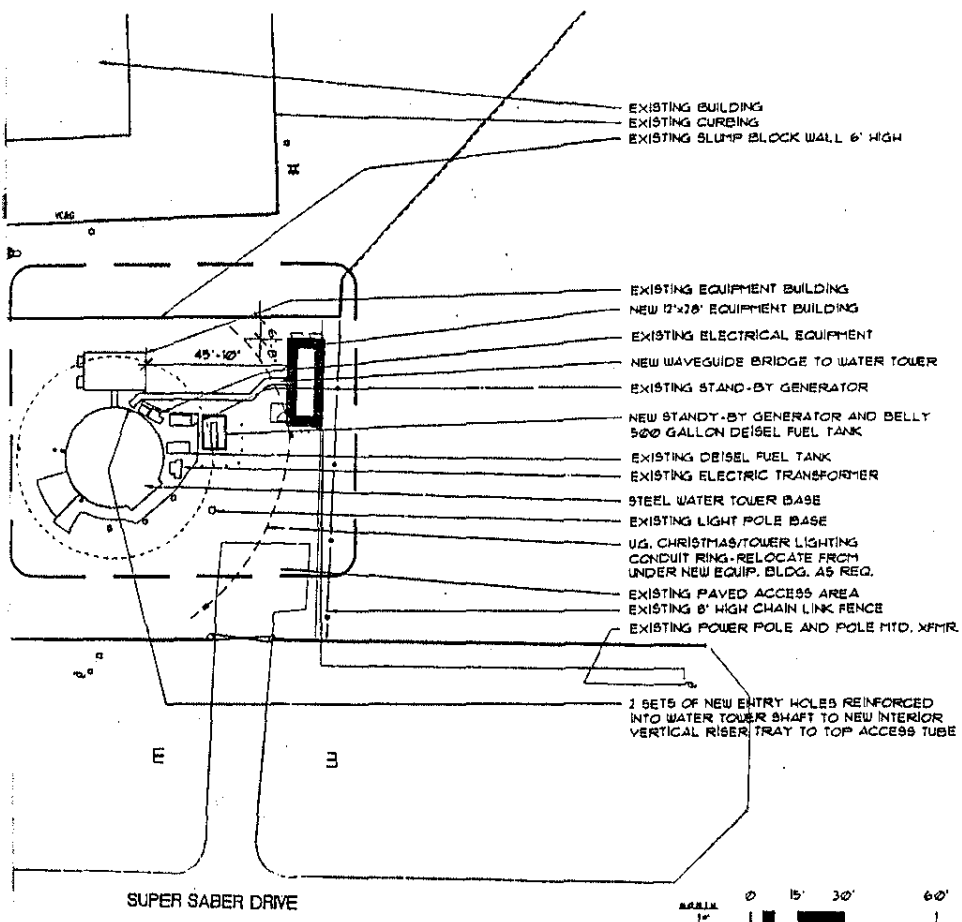
2.5.2. Phoenix will install the following equipment in the communications equipment building, (reference Site Book 24, section 24B (Scope of Site and Facility):

12 Quantar IR Base Stations  
2 Harris Constellation Microwave  
Radios & 48" Antennas  
TeNSr Channel Bank Equipment  
GPS Receiver and Antenna  
48 VDC power plant.

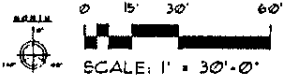
- 2.5.3. The City of Phoenix will engineer and provide a logical connection between the existing Motorola Trunked Radio system owned by Luke AFB and the City of Phoenix 800 MHz Digital Trunked Radio System. This connectivity shall provide a means of seamless communications interoperability between Luke AFB Emergency Operations and Public Safety agencies operating on the Phoenix 800 MHz Radio System.

3. MAINTENANCE: Communications equipment installed at the site shall be maintained by the owner of the equipment. Luke AFB shall provide 24-hr/day access to the site by Phoenix personnel for preventive and corrective maintenance activities. Preventive and corrective maintenance performed by either agency that may affect the other agency's equipment or network systems shall be coordinated between the agencies prior to the start of work. Because this equipment supports Public Safety Operations network service interruptions shall be kept to an absolute minimum.





**SITE PLAN**



*EXHIBIT "B"*

  
**phoenix design group**  
 10245 E. VA LINDA STE 103  
 SCOTTSDALE, AZ 85258  
 PHONE: 480-451-9775  
 FAX: 480-451-9748

ALL DRAWINGS AND WRITTEN MATERIALS CONTAINED HEREIN ARE PROPERTY OF THE ARCHITECT AND MAY NOT BE USED, REPRODUCED OR COPIED WITHOUT THE WRITTEN CONSENT OF ARCHITECT

DWG. DATE: 02/08/02  
 DRAWN BY: JSF  
 CHECKED BY: VEO

NO.	DATE	COMMENTS
1	08/07/01	APPROVAL COVER
2	07/08/07	PERMIT DWGS

 **MOTOROLA**  
 ASTRO25 MULTIZONE SYSTEM  
 800 MHz RADIO PROJECT

APPROVALS

MOTOROLA INITIALS DATE

PHOENIX INITIALS DATE

OTHER INITIALS DATE

SITE NAME  
 LUKE AIR FORCE  
 BASE WATER TOWER

SITE ADDRESS  
 SUPER SABER ST  
 SOUTH GATE LUKE AFB  
 GLENDALE, AZ 85031

SHEET TITLE  
 SITE PLAN

SHEET NUMBER  
 SP-1 JOB # 1144-74

License No. USAFAETC-LUK-1-01-002

**JOINT INVENTORY AND CONDITION REPORT  
LUKE AIR FORCE BASE**

**CITY OF PHOENIX**

This report is submitted pursuant to Condition No. 3 and is to be appended to and made a part of that license dated between the United States of America and the above named Licensee covering the following described property. This report reflects the condition of the Licensed premises as of 1 April 2003, the effective date of this license

**LOCATION OF THE PROPERTY**

Luke Air Force Base water tower (east face) and associated property situated on Super Sabre street near South gate is as identified in EXHIBITS A and B, both attached hereto and made a part hereof, hereinafter referred to as the "Premises"

**DESCRIPTION OF THE PROPERTY**

The location identifies the area for installation of City of Phoenix's five omni antennas together with two microwave dishes and their associated power supply described as being within the confines of the water tower immediate area on Luke Air Force Base, Arizona.

**CONDITION OF THE PROPERTY**

Said land and water tower facility is in good condition.

**CITY OF PHOENIX**

By: W.R. Phillips

Title: Project Manager, W.R. Phillips

**DEPARTMENT OF THE AIR FORCE**

By: Howard Weischel

Title: Howard Weischel, Realty Officer Luke AFB

**EXHIBIT "C"**

## ENVIRONMENTAL BASELINE SURVEY WAIVER

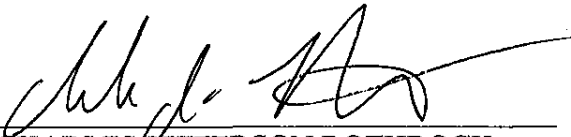
**Project:** Issuance of a License to the City of Phoenix for the Installation of Emergency Communication Equipment on the South Water Tower on Luke Air Force Base

The Air Education and Training Command of the United States Air Force proposes to Grant a license to the City of Phoenix for the use and operation of five radio antennas and two microwave dishes at the base water tower East face, located on Super Sabre Street South Gate, on Luke Air Force Base, Arizona. The license would remain in effect until July 1, 2012. A records review and site visit conducted and verified by Dr. Cris Cristoffer of the Environmental Flight at Luke Air Force Base indicates that no potential sources of contamination at the proposed location of the acquisition and his examination of the proposed use determined that the following criteria are met:

- The condition of the property will not create health and safety risks when used as intended.
- The allowable activities will not cause a release of hazardous materials or petroleum products on the property.
- No material alteration or change in the physical condition of the property will occur if the property is held by the Air Force, such that the Air Force could be deemed an owner or operator of the facility under CERCLA.
- Asbestos and lead-based paint are not present.


Based on the guidelines found in Air Force Instruction 32-7066 and the information acquired during interviews, a records review, and a site visit, I have determined that this real estate action meets the requirements for an Environmental Baseline Survey (EBS) waiver and an EBS is not required. Changes in the use of the property will require an EBS be prepared. This waiver document will be incorporated into the real estate transaction administrative record.

**WAIVER CERTIFICATION:**

  
\_\_\_\_\_  
CHARLES JEFFERSON ROTHROCK  
Acting Chief, Environmental Flight

26 Aug 02  
Date

**WAIVER APPROVAL:**

  
\_\_\_\_\_  
DENNIS A. REA, Colonel, USAF  
Vice Commander

19 Sep 02  
Date