

**LEASE AGREEMENT**

This AGREEMENT made this 24<sup>th</sup> day of April 2007, by and between NORMAN UTILITIES AUTHORITY, A Public Trust, hereinafter called the LESSOR, and Sprint Spectrum L.P., a Delaware limited partnership, hereinafter called LESSEE.

WHEREAS, the LESSOR is the owner of a water tower located at Robinson Street & Highway 77, and more fully described in Exhibit "A" attached hereto and made a part hereof, and

WHEREAS, LESSEE desires to lease antenna space on said water tower and a ground lease area as shown on "Exhibit A" in which to maintain a 10' x 20' concrete pad and other pertinent telecommunications equipment.

NOW THEREFORE, in and for the covenants, conditions, agreements and rents hereinafter set forth, and other good and valuable consideration, the adequacy of which is hereby acknowledged, LESSOR hereby leases to LESSEE, and LESSEE takes from LESSOR, a 400 square foot ground lease area, including access thereto as shown on Exhibit "A", located in what is known as the Robinson Street Water Tower and antenna space on the structure of the said water tower.

The equipment space and antenna space on the water tower described above is hereinafter referred to as the "Leased Premises". In addition, LESSOR grants to LESSEE the right to construct the necessary conduit and/or duct space on the tower, for electrical wiring, telephone lines, and coaxial cable, pipes, tubes and appurtenances thereto, all of which are required by LESSEE as an integral part of its mobile communication facility. LESSEE shall be allowed to install, operate, maintain, replace and remove its communications equipment, and related cables, wires, conduit, antennas, air conditioning equipment, and other appurtenances as it may from time to time require. Although such equipment and appurtenances may become fixtures, they shall be and shall remain the property of LESSEE and LESSEE shall have the right to remove all of them at the expiration or termination of this lease. However, in the event of termination or default, LESSEE's equipment and appurtenances, if not removed from Leased Premises within sixty (60) days, LESSOR may remove and store equipment at LESSEE's expense, however any and all equipment shall be and shall remain the property of the LESSEE. LESSEE shall pay LESSOR within 15 days of receipt of charges for storage and removal of the property based upon the LESSOR's cost of said removal and storage.

**ARTICLE I**

The initial term of this agreement shall be five (5) years, commencing on the first day of May 2007, and extending through the 30<sup>th</sup> day of April 2012. This Agreement may be renewed for four (4) additional terms of five (5) years each, unless LESSEE or LESSOR provides the other party with written notice of intention not to renew or renegotiate not less than one hundred (100) days prior to the expiration of the then-current five-year term.

In addition to other termination provisions contained herein, in the event of a substantial

change in circumstance, upon agreement by the parties, this agreement may be renegotiated in part or in whole. A substantial change shall be limited to, the LESSEE requesting to move equipment to a different location on the water tower for better reception and/or coverage; the LESSOR relocating and/or closing the accessibility to structure due to road and/or other municipal construction, changes in federal requirements or an event of force majeure.

The basic monthly rental rate payable by LESSEE to LESSOR shall be One Thousand Dollars (\$1,000.00). The rentals payable hereunder shall be paid monthly on or before the tenth day of each month.

The monthly rental will be increased annually on the anniversary date of the beginning date of this agreement by three percent (3%).

## ARTICLE II

Upon LESSOR approval of applicable utility easements, LESSOR shall permit the local electric and telephone utility companies providing services to LESSEE to extend their lines and facilities over, across and if necessary into LESSOR'S property for such purposes. LESSOR will cooperate with LESSEE in LESSEE's efforts to obtain utilities from any location provided by LESSOR or the servicing utility, including signing any easement(s) or other instrument(s) reasonably required by the utility company. If there is a loss of electrical service at the Site, LESSEE may, at its expense, install and maintain a temporary generator and fuel storage tank at the Site. The location of emergency generator and fuel must be within the fenced area of the Site. Lessee's fuel tank must be double walled or other containment provided in accordance with applicable federal regulations.

LESSEE shall have a separate power meter installed for its electric service and LESSEE shall pay all costs related to said electric service.

## ARTICLE III

LESSEE agrees that it will operate its equipment in a manner which will not interfere with LESSOR'S existing communications systems or the existing equipment of any other tenant sharing the use of this location. Should such harmful interference be identified as being caused by LESSEE'S equipment, LESSEE shall immediately take every reasonable step to mitigate and eliminate said interference. LESSOR shall require that all future radio operators desiring to use this location will first coordinate with LESSEE to insure that their frequencies and antenna locations will be compatible with LESSEE'S so as to prevent such harmful interference.

If the Director of Utilities of LESSOR shall reasonably determine that any such harmful interference caused by LESSEE'S equipment adversely affects the ability of the police, the fire department or any other department of the City or other agency furnishing emergency services to carry out their duties and thereby endangers the health, safety and welfare of the public, LESSEE shall discontinue the use of its equipment until the interference has been eliminated.

#### ARTICLE IV

It is understood and agreed that LESSEE'S ability to use the Leased Premises is contingent upon its obtaining, either before or after the effective date of this Lease Agreement, all of the certificates, permits, and other approvals that may be required by any federal, state or local authorities. LESSEE shall make due and timely application for all such necessary certificates and approvals, and shall take no action which would adversely affect the status of the Leased Premises with respect to the proposed use there by LESSEE. LESSOR agrees to cooperate with LESSEE with respect to obtaining any required zoning or other governmental approvals for the Site and the Facilities. In the event that any of such applications is finally rejected or any certificate, permit, license or approval issued to LESSEE is canceled or otherwise withdrawn or terminated by governmental authority so that LESSEE in its sole discretion will be unable to use the Lease Premises for its specified purposes, the LESSEE shall have the right to terminate this Agreement. Notice of said termination shall be given to the LESSOR in writing by certified mail. All rental paid for the lease of the property to said termination date shall be retained by the LESSOR. Upon such termination, this agreement shall become null and void, and the parties shall have no further obligations, including the payment of money, to each other.

#### ARTICLE V

LESSOR and LESSEE each indemnifies and agrees to defend the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Section will survive termination of this Agreement.

#### ARTICLE VI

LESSEE shall install and locate its telecommunication equipment within the lease area as shown on Exhibit "A".

The location of the equipment and property to be constructed and installed on the Leased Premises and on the water tower and LESSEE'S use of said premises and water tower shall in no way interfere with the LESSOR'S use thereof and the location of such equipment and property shall be approved by the Director of Utilities of the City of Norman before being installed or constructed by LESSEE.

LESSEE shall at its expense complete all make ready work and install its equipment and antennas in accordance with plans and specifications prepared by LESSEE and submitted to LESSOR for approval. LESSOR shall have thirty (30) working days to review said construction plans and approve them, or in the alternative, to advise LESSEE of necessary changes. LESSEE shall not commence construction until said approval has been received from LESSOR. LESSEE further agrees to comply with all applicable rules and regulations of the Federal Communications Commission and all applicable local building and electrical codes.

LESSEE shall, at its expense, repair all damages to LESSOR'S water tower which are a direct result of LESSEE'S activities. If LESSEE fails to make such repairs within fifteen (15) working days after the damage occurs, LESSOR shall have the right to make all necessary and reasonable repairs and LESSEE shall reimburse LESSOR for its reasonable expense within three (3) days of LESSOR presenting to LESSEE a statement showing the cost of such repairs.

LESSEE represents and agrees that the installation and operation of its property and equipment shall not cause damage of any kind to LESSOR'S water tower structure and that LESSEE shall in no way interfere with the use, repair and/or maintenance of such tower by LESSOR.

#### ARTICLE VII

LESSEE will procure and maintain a public liability policy, with limits of \$2,000,000 for bodily injury, \$3,000,000 for property damage, \$5,000,000 aggregate, with a certificate of insurance to be furnished to LESSOR within thirty (30) days of a written request. Such policy will name LESSOR as an additional insured and provide that cancellation will not occur without at least thirty (30) days prior written notice to LESSOR. The coverage amounts set forth may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

#### ARTICLE VIII

LESSEE shall not be deemed to have abandoned the Leased Premises even though LESSEE may cease using the communications facilities for a period of time so long as LESSEE continues to pay all rental.

#### ARTICLE IX

If any portion of said water tower is destroyed or becomes damaged by fire, wind, water or other natural disaster not caused by or arising from LESSEE'S gross negligence or willful misconduct so as to render the Leased Premises, in the sole judgment of the LESSEE, unfit in whole or in part for occupancy or use by the LESSEE, LESSOR shall restore or cause to be restored within a reasonable period of time not to exceed sixty (60) days of the occurrence of said damage or destruction. In the event the water tower cannot be restored in this time period, LESSOR or LESSEE shall have the option of terminating this Lease.

#### ARTICLE X

LESSEE shall have access to the water tower and the area around the water tower, at reasonable times which shall not interfere with the maintenance or use of said water tower and adjacent area by LESSOR, for the purpose of installing LESSEE'S equipment and constructing its facilities. Once installations are made, LESSEE shall have reasonable access to the area for the purpose of maintenance of equipment on the water tower and in the building. LESSOR will not have unsupervised access to LESSEE'S Facilities.

Presence and operation of proposed equipment must have minimal impact on the tank's

periodic maintenance work. This may include but shall not be limited to, tank inspections, painting and maintenance of Federal Aviation Administration required equipment and/or police, fire and other emergency communications system equipment. No cables, or other equipment of LESSEE may be installed on or near access ladders.

LESSEE shall be responsible to remove its telecommunication facilities during any required maintenance of water tower after 90 days written notice and then re-install at no cost to the LESSOR. If the LESSEE does not remove its facilities, the LESSOR shall have the right to either remove the LESSEE'S facilities by an approved contractor, and bill LESSEE for such costs or LESSEE agrees that facilities left in place following notice of upcoming maintenance may receive sandblasting and painting related maintenance actions.

LESSOR agrees that the Authorized Parties of the LESSEE may enter upon the Leased Property to perform maintenance, repair or renovations to LESSEE's equipment located on the water tower and the adjacent premises upon execution of this Agreement. However, LESSEE agrees that access for routine maintenance, repair or renovations will be denied unless LESSEE identifies, at least 24 hours prior to entry, those employees, agents and independent contractors whom are Authorized Parties of LESSEE. Authorized Parties must report to LESSOR prior to entry and may access the Leased Property only between the hours of 7:00 a.m. and 7:00 p.m.

However, for emergency repairs, Authorized Parties of the LESSEE shall have full and free access to LESSEE'S equipment and antennas twenty-four (24) hours per day, seven (7) days a week, upon first providing proper identification to the on-site water plant operator. LESSEE will coordinate said operations with LESSOR.

LESSEE shall have the option to maintain a city issued time-stamp or other key to the facility. LESSEE shall place a \$200 deposit to the City for the issuance of such key. Upon completion or termination of the contract, the key must be returned within sixty (60) days for a refund on deposit.

LESSEE shall at all times comply with security and confidentiality regulations provided to them in effect at the LESSORS property. Information belonging to the LESSOR shall be safeguarded by the LESSEE to the same extent as the LESSEE safeguards their information of like kind relating to its own operation.

LESSOR shall provide parking privileges at no cost to LESSEE for at least one vehicle to be used by LESSEE'S maintenance personnel.

#### ARTICLE XI

Notwithstanding anything to the contrary contained herein, LESSOR'S prior written consent shall not be required, nor shall LESSOR have the right to cancel this Lease if LESSEE assigns or subleases, this Agreement or any interest herein or the Lease Premises, ground lease area or other rented area hereunder to any corporation, partnership or other entity which (i) is controlled by, controlling or under common control with LESSEE, or (ii) shall merge or consolidate with or into LESSEE, or (iii) shall succeed to all or substantially all the assets,

property and business of LESSEE. LESSEE may not assign or sublease their rights under this agreement to any independent or non-related entity without prior written approval of LESSOR.

#### ARTICLE XII

Should LESSEE fail to pay the rental herein above specified when the same shall become due and payable, or should LESSEE attempt to use the Leased Premises for any purpose other than that described herein above, or should the LESSEE attempt to assign or sublet this Lease without prior written consent of the LESSOR, except as provided for above, or should LESSEE in any way default or breach in its performance of any of the conditions of this Lease, LESSOR may, at its option, thereupon declare this Lease terminated, provided, however, LESSOR shall have first given LESSEE notice in writing of said default. Upon receipt of such notice, LESSEE shall have thirty (30) days to correct the condition or conditions and bring same into compliance with the terms of this Lease. If said conditions of default persist after (30) days of notice thereof by LESSOR to LESSEE, then LESSOR may declare this Lease terminated. This Agreement may not be terminated if LESSEE commences action to cure the default and LESSOR agrees in writing to grant LESSEE additional time within such 30 day period to fully cure the default. Upon written notice of said termination to LESSEE, LESSOR shall be entitled to possession of the above described Leased Premises; provided, however, that any such termination shall not relieve LESSEE of its obligations to pay any rental, damages, storage and removal expenses which may be due and payable to the date of said termination.

#### ARTICLE XIII

Any notice or demand made pursuant to this Agreement shall be sufficiently given if made by certified mail, in a sealed envelope, postage prepaid, and addressed as shown below:

LESSEE:

Sprint National Lease Management  
6391 Sprint Parkway  
Mailstop KSOPHT0101-Z2650  
Overland Park, Kansas 66251-2650  
Sprint PCS Site No.: OK23XC117

With a copy to:

Sprint Law Department  
6391 Sprint Parkway  
Mailstop KSOPHT0101-Z2020  
Overland Park, Kansas 66251-2020  
Attn: Sprint PCS Real Estate Attorney  
Sprint PCS Site No.: OK23XC117

LESSOR:

Norman Utilities Authority  
P.O. Box 370  
Norman, OK 73070  
Attn: City Clerk

Tax ID: 52-1645638  
Phone: (405) 366-5386  
Fax: (405) 366-5389

With a copy to:

City of Norman  
P.O. Box 370  
Norman, OK 73070  
Attn: Director of Utilities  
Phone: (405) 366-5443  
Fax: (405) 366-5447

Any such notice or demand shall be deemed to have been given or made at the time it is deposited in the United States Mail. LESSOR or LESSEE may from time to time designate any other address for this purpose by written notice to the other party.

#### ARTICLE XIV

LESSOR warrants that it has full right and power to execute and perform this Lease, and to grant the estate demised herein.

#### ARTICLE XV

Subject to the other terms of this Lease, LESSOR covenants that LESSEE shall, and may peacefully have, hold and enjoy the Leased Premises for the Lease Term free of any claims by any party claiming by, through or under LESSOR, provided that LESSEE pays the rent to be paid to LESSOR under this Agreement and performs all LESSEE'S covenants and agreements herein contained.

#### ARTICLE XVI

Should LESSOR fail to perform any of its obligations hereunder, LESSEE may (but shall not be obligated to), enter upon the Leased Premises and perform all or any part of such obligations. LESSEE may deduct the cost of such performance from subsequent rental payments. No action taken by LESSEE under this Section shall relieve LESSOR from any of its obligations under this Agreement or from any consequences or liabilities arising from the failure to perform such obligations. LESSEE shall give LESSOR 30 days notice in writing to correct defect as provided in article XIII.

#### ARTICLE XVII

LESSEE upon termination of this Agreement, shall within sixty (60) days, remove its personal property and restore the Leased Premises as nearly as reasonably possible to its original condition, reasonable wear and tear expected. In the event any equipment installed on the Leased Premises by LESSEE is not timely removed, LESSOR will have the right to remove such

equipment from the Leased Premises. LESSEE agrees to be responsible to LESSOR for the costs of such removal. LESSEE shall continue to pay rent to LESSOR until LESSEE's property is removed from the Leased Premises.

#### ARTICLE XVIII

Any sale by the LESSOR of all or part of the Leased Premises to a purchaser other than LESSEE shall be under and subject to this Lease Agreement and LESSEE'S rights hereunder.

#### ARTICLE XIX

This Agreement shall extend to and bind heirs, executors, administrators, successors and assigns of the parties hereto.

#### ARTICLE XX

At LESSOR'S option, this Agreement shall be subordinate to any mortgage by LESSOR which from time to time may encumber all or part of the Leased Premises; provided, however, every such mortgage shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR'S interest and also LESSEE'S right to remain in occupancy of and have access to the Leased Premises as long as LESSEE is not in default of this Agreement. Lessee shall execute whatever instruments may reasonably be required to evidence this subordination clause.

#### ARTICLE XXI

This Lease Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Oklahoma, and the parties hereto agree to the venue and personal jurisdiction of these courts.

#### ARTICLE XXII

The parties hereto declare that they have read and do understand each and every term, condition and covenant contained in this Agreement and in any document incorporated by reference. This lease includes the entire Agreement between the parties relating hereto and supersedes all prior or contemporaneous negotiations, commitments, representation, writings and/or oral understandings or Agreement. The parties signed this Agreement for the consideration herein expressed. Any addition to, variation or modification of this Agreement shall be void and ineffective unless in writing signed by the parties hereto.

#### ARTICLE XXIII

LESSEE represents that it is a Limited Partnership in good standing in the State of Delaware and qualified to do business as a Foreign Limited Partnership in the State of Oklahoma.



#### ARTICLE XXIV

LESSEE shall not have exclusive use or possession of any portion of the property and premises upon which the LESSOR'S water tower and other facilities are located, except the equipment shelter to be constructed and installed by LESSEE, and LESSEE'S rights hereunder shall be subject and subordinate to LESSOR'S right to use and occupy said property and premises for any municipal purpose or purposes, so long as LESSOR'S use does not unreasonably interfere with LESSEE'S use hereunder.

#### ARTICLE XXV

LESSOR represents and warrants to LESSEE that it has no knowledge of any substance, chemical or waste on the Site that is identified as hazardous, toxic or dangerous (collectively, "Substance") in any applicable federal, state or local law or regulation. LESSEE will not introduce or use any Substance on the Site in violation of any applicable law. LESSOR will have sole responsibility for the identification, investigation, monitoring and remediation and/or cleanup of any Substance discovered at the Site unless the presence or release of the Substance is caused by the activities of LESSEE.

#### ARTICLE XXVI

The provisions of this agreement shall be considered severable and, in the event any part or provision shall be held void by a court of competent jurisdiction, the remaining parts shall then constitute the agreement.

#### ARTICLE XXVII

Both parties to this agreement recognize that this is a property lease agreement. This agreement shall not be construed as creating any agency or third party beneficiary agreements in any form or manner whatsoever.

Both parties assume responsibility for its personnel, and will make all deductions for social security and withholding taxes, and contributions for employment compensation funds, and shall comply with all requirements of the Oklahoma Workers Compensation Act.

Both parties herein, shall be exclusively liable for loss resulting from its torts or the torts of its employees acting within the scope of their employment, the LESSOR subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51 OS 1990 Supp., Sec. 151-171# therefore, neither party shall be liable for the acts or omissions of the other party.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument the day and year first above written.

Approved by the NORMAN UTILITIES AUTHORITY, a Public Trust this 29<sup>th</sup> day of April, 2007.

LESSOR: NORMAN UTILITIES AUTHORITY, A PUBLIC TRUST

By: Harold Haralson  
Name:  
Harold Haralson, *Chairman*

ATTEST: Brenda Hall  
Brenda Hall  
Assistant Secretary

APPROVED AS TO FORM AND LEGALITY THIS 3<sup>rd</sup> DAY OF April, 2007

By: S.O.L.  
Joff Bryant, CITY ATTORNEY.  
SUSAN ROGERS, ASST.

LESSEE: SPRINT SPECTRUM L.P., a Delaware limited partnership

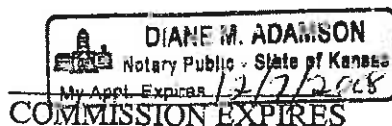
By: Vio M. Dirvonis  
Name: VIO M. DIRVONIS  
Title: National Property Manager

**LESSEE NOTARY BLOCK:**

STATE OF KANSAS  
COUNTY OF JOHNSON

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of MARCH, 2007 by VIO M. DIRVONIS, who is authorized to execute contracts on behalf of Sprint Spectrum L.P., a Delaware limited partnership, who executed the foregoing instrument on behalf of such limited partnership.

(AFFIX NOTARIAL SEAL)



Diane M. Adamson  
(OFFICIAL NOTARY SIGNATURE)  
DIANE M. ADAMSON  
PRINTED NAME OF NOTARY

Site Name: Robinson Water Tower  
Contract Number: K-0607-142

**EXHIBIT A\***

Site Name: City of Norman Water Tower

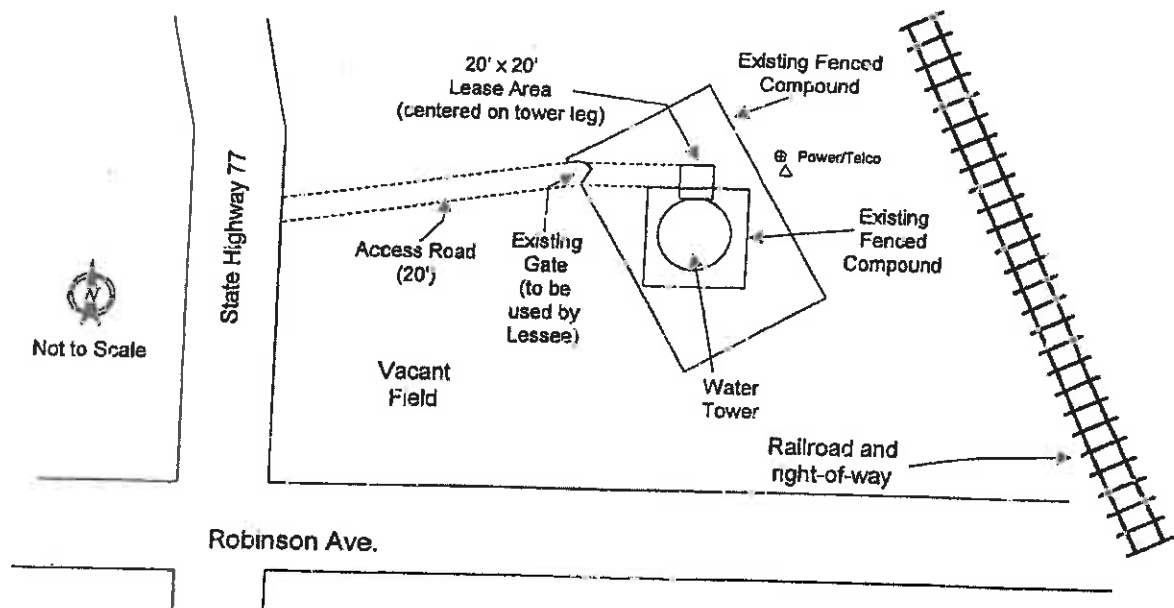
Site I.D.: 9K23XC117

**Site Description**

Site situated in the City of Norman, County of Cleveland, State of Oklahoma, more commonly described as follows:

Legal Description: A tract of land in the SW/4 of Section Nineteen (19), Township Nine (9) North, Range Two (2) West, I.M., dedicated and set apart for the City of Norman to use as a site for a water tower lying Southwest of the Southwest right-of-way line of the Oklahoma Railroad Company right-of-way, Cleveland County, Oklahoma.

Sketch of Site:



Owner Initials:   iaw  

SSLP Initials:   syp  

**Note:** Owner and SSLP may, at SSLP's option, replace this Exhibit with an Exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

\*(Use this Exhibit A for PCS Site Agreement, Memorandum of PCS Site Agreement, Option Agreement and Memorandum of Option Agreement.)