

Lease Agreement by and between Sprint Spectrum L.P. And The City of Norman

Site Name: Lindsey St & Hwy 77

Site ID #: OK25XC367-A

This Lease Agreement ("Agreement") is entered into as of APRIL 12, 2011 by Sprint Spectrum L.P., a Delaware limited partnership ("Tenant") and The City of Norman, Oklahoma, a Municipal Corporation ("Owner"). Owner acknowledges receiving One Dollar (\$1.00) and other sufficient consideration for entering into this Agreement.

1. Premises and Use. Owner owns the property described on **Exhibit A** attached ("Owner's Property"). Owner leases to Tenant the site (consisting of a portion of Owner's Property) described below:

- ☒ Land consisting of approximately Two Hundred square feet for construction of:
- ☒ Shelters and/or base station equipment and
- ☒ Tower space at the One Hundred Eighty foot level on the tower for attachment of antennas;

generally in the location(s) shown on **Exhibit A** attached, as well as riser, conduit and other space required for cable runs to connect its equipment and antennas, and together with all necessary non-exclusive easements for vehicular and pedestrian access thereto, for placement of an underground grounding system, and for access to the appropriate source of electric, telephone and other utilities, in the discretion of Tenant (the "Site"). The Site may be used by Tenant for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, communications service facilities, including, without limitation, antennas and microwave dishes, air conditioned equipment shelters and/or base station equipment, cable, wiring, power sources (including permanent generators and fuel storage tanks), related equipment and structures (the "Facilities"). All of the Facilities will remain Tenant's personal property and are not fixtures. Any visual or textual representation of the Facilities on **Exhibit B** is illustrative only, and does not limit the rights of Tenant as provided for in this Agreement. Tenant will use the Site in a manner which will not disturb the occupancy of Owner's other tenants. Tenant will have access to the Site and Facilities to install, repair, replace, remove, modify or maintain its Facilities. Such access is subject to the terms and requirements as noted in Section 4 of this Agreement.

The location of the equipment and property to be constructed and installed on the Leased Premises and on the tower and Tenant's use of said premises and tower shall in no way interfere with the Owner'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 Tenant.

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

2. Term. This Agreement becomes effective on the date that both Owner and Tenant have executed this Agreement ("Effective Date"). Tenant's lease terms shall commence, at the end of the Due Diligence Period on the Term Commencement Date. The term of Tenant's lease and tenancy (the "Term") is 5 years, commencing on the Term Commencement Date which is defined as the date that the Tenant commences construction of the Facilities or within 45 days from the Effective Date, whichever is earlier. The Term will be automatically renewed for 2 additional terms of 5 years each (each a "Renewal Term"), unless Tenant or Owner provides the other with written notice of its intention not to renew not less than one hundred eighty (180) days prior to the expiration of the then-current five-year term. Tenant shall be allowed to conduct certain due diligence as described herein during the Due Diligence Period, defined as the time between the Effective Date and the Term Commencement Date.

During the Due Diligence Period, Tenant will be permitted to enter Owner's Property to perform surveys, inspections, investigations and tests, including signal, topographical, geotechnical, structural and environmental tests to determine the physical condition, suitability and feasibility of the Site. Such access is subject to the terms and requirements as noted in Section 4 of this Contract. If Tenant determines, that the Site is not appropriate for Tenant's intended use, then Tenant may terminate this Agreement upon notice to Owner at any time prior to the end of the Due Diligence Period with the understanding that in such event, Tenant shall pay to Owner a lump sum termination fee in the amount of Two Thousand Dollars and no/100 (\$2,000.00). Upon termination of this agreement, Tenant shall restore, at its sole cost and subject to Section 11.1, the Site and Facility to its original condition excluding any and all reasonable wear and tear.

3. Rent. Starting on the Term Commencement Date and then on the first day of every month thereafter, Tenant will pay rent in advance in equal monthly installments of Two Thousand and 00/100 Dollars (\$2,000.00). Rent for any partial months will be prorated. The Rent will be increased on the first day of each year by three percent (3%) of the monthly installment of rent payable during the previous year. If the Renewal Term commences on any day other than the first day of a calendar month, then the rent will not be increased until the first day of the first calendar month following the commencement of each Renewal Term. At Tenant's request, Owner may provide Tenant with an IRS approved W-9 form setting forth the tax identification number of Owner or of the person or entity to whom rent checks are to be made payable as directed in writing by Owner. Rent will be sent to the following address:

City of Norman
Attn: Accounts Receivable
P.O. Box 370
Norman, Oklahoma 73070

4. Title and Quiet Possession. Owner represents and warrants that: (a) it is the owner of Owner's Property; (b) it has rights of pedestrian and vehicular access from the nearest public roadway to the Site, which Tenant is permitted to use. Both Owner and Tenant represent and warrant that: (a) it has the right to enter into this Agreement; and (b) the person signing this Agreement has the authority to sign.

4.1 Tenant Access. Tenant may access the Site 24 hours a day, 7 days a week to install, repair, replace, remove, modify or maintain its Facilities. Tenant shall place a padlock on the gate at the site and use this to access the facilities.

Tenant's access to the tower or installation and construction of the Facilities shall not interfere with the maintenance or use of the Owner's Property, including, without limitation said tower, by Owner or other Tenants. The presence and operation of Tenant's Facilities must have minimal impact on the Owner's periodic maintenance work at the Owner's Property, including, but not limited to, tower inspections, painting and maintenance of other equipment.

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

5. Assignment/Subletting. Tenant will not assign or transfer this Agreement or sublet all or any portion of the Site without the prior written consent of Owner, which consent will not be unreasonably withheld or conditioned; provided, however, that Tenant will have the right, without consent of Owner, to sublease all or any portion of the Site or assign its rights under this Agreement in whole or in part to: (a) any entity acquiring substantially all of the assets of Tenant; or (b) any successor entity in a merger or consolidation involving Tenant. Tenant must provide Owner with notice of the change within thirty (30) days of its occurrence. Owner will not be entitled to any additional rent or other fees for its review or approval.

6. Notices. All notices must be in writing and mailed via U.S. mail, certified, with return receipt requested and postage prepaid or when sent via overnight delivery service. Notices to Tenant are to be sent to the address provided below. Notices to Owner must be sent to the address provided below.

Tenant's Address:

Sprint/Nextel Property Services
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

Copy to:

Sprint/Nextel Law Department
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway, Overland Park
Kansas 66251-2020
Attn.: Real Estate Attorney

Owner's Address:

City of Norman
Jennifer Gray
Box 370
Norman, OK 73070

7. Improvements. Tenant may, at its expense, make improvements on and to the Site after providing 30 days notice to Owner of such intention and receiving the consent of Owner which consent shall not be unreasonably withheld or conditioned. Tenant may update or replace its equipment installed on the tower after providing 30 days notice to Owner, provided that (i) the equipment is not greater in number or size than the leased equipment to include six (6) antenna 72"x 6.2" and weighing 28.6 lbs per antenna, six (6) TMA 7"x 14.4"x 4" and weighing 14.1 lbs per TMA and twelve (12) coaxial cables 1-5/8" in diameter; (ii) that the installation of such equipment does not structurally impact the tower any more than the leased equipment. Owner agrees to cooperate with Tenant with respect to obtaining any required zoning or other governmental approvals for the Site, the Facilities and contemplated use thereof. Upon termination or expiration of this Agreement, Tenant shall remove the above-ground Facilities; provided that Tenant shall restore Owner's property subject to terms in Section 11.1. If Tenant adds additional equipment to the site after this agreement has been executed by both parties, Tenant may be subject to a rent increase.

8. Compliance with Laws. Owner represents and warrants that Owner's Property (including the Site) is in substantial compliance with building codes and other laws, codes and regulations of applicable governmental authorities. Tenant must comply with all applicable laws relating to its possession and use of the Site.

9. Interference. Tenant shall resolve technical interference problems that the Facilities might cause with (i) other equipment located at the Site or (ii) Owner's equipment, (iii) when Tenant desires to add additional Facilities to the Site, any equipment that became attached to the Site between the Effective Date and such future date. Tenant shall not permanently or unreasonably interfere with existing or future Owner's use and/or public use of public rights-of-way and public properties. Likewise, Owner will not permit or suffer the installation of any equipment on Owner's Property after the Effective Date that: (a) results in technical interference problems with the Facilities, or (b) encroaches onto the Site; provided that said use or installation is not for a public use or purpose.

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

10. Utilities. Tenant will pay for all utilities used by it at the Site. Tenant will install its own meter and pay for its usage directly to the electrical provider. Utility easements should accompany this document. If there is a loss of electrical service at the Site, Tenant may, at its expense, install and maintain a temporary generator and fuel storage tank at the Site or on Owner's Property adjacent to the Site after providing adequate notice to Owner and receiving consent.

11. Termination. Upon termination of this agreement, Tenant shall restore, at its sole cost and subject to Section 11.1, the Site and Facility to its condition immediately prior to Tenant's installation of its Facilities excluding reasonable wear and tear.

11.1. Backfill and Revegetation. Tenant shall promptly backfill all trenches, fill all holes caused by shrinkage or compaction, remove all excess dirt and shall leave all disturbed property in a solid and safe condition. The Tenant shall promptly restore all sodded areas to its original condition by placing slab sod on all disturbed areas and provide or arrange for regular watering until the sod is established. All such restoration shall be subject to the inspection and approval of Owner. If the Tenant shall fail to

make any restoration, repairs or do any work required by the provisions of this Contract within ten (10) days after receipt of written notice from the Owner, then the Owner will have the right to make such restorations, repairs or do such work at the expense of the Tenant, and the Tenant shall reimburse the Owner for the cost and expense of such repairs within thirty (30) days of tender of a bill. However, if Tenant is prevented from restoring, repairing or performing such work because of conditions beyond their control, Tenant, upon written request, shall be given a reasonable amount of time to perform said repairs or restoration as determined by the Owner before issuance of ten (10) days written notice.

11.2 Removal of Facilities. Tenant 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 Tenant is not timely removed, Owner will have the right to remove such equipment from the Leased Premises. Tenant agrees to be responsible to Owner for the costs of such removal.

12. Default. If either party is in default under this Agreement for a period of 30 days following receipt of written notice from the non-defaulting party, the non-defaulting party may pursue any remedies available to it against the defaulting party at law and in equity, including, but not limited to, the right to terminate this Agreement. If a non-monetary default cannot reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within the 30-day period and proceeds with due diligence to fully cure the default.

13. Indemnity. Except with respect to Hazardous Substances, which are defined and provided for in Section 14 below and any waiver of subrogation agreed to in Section 17, Owner and Tenant each indemnifies and agrees to defend the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees), damages, claims of liability and losses (collectively, "Claims") which arise out of the negligence or intentional misconduct of the indemnifying party, its agents or employees.. The indemnity obligations under this Section will survive termination of this Agreement for one year.

14. Hazardous Substances. Owner represents and warrants that it has no knowledge of any substance, chemical or waste on or affecting Owner's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (collectively, "Hazardous Substance"). Notwithstanding any provision contained in this Agreement to the contrary, Owner will have sole responsibility for the identification, investigation, monitoring and remediation and cleanup of any Hazardous Substance discovered on Owner's Property. Owner agrees to indemnify, defend and hold harmless Tenant from any and all Claims relating to any Hazardous Substance present on or affecting Owner's Property prior to or on the Effective Date, unless the presence or release of the Hazardous Substance is caused by the activities of Tenant. Tenant represents and warrants it will not permit any chemical substance or hazardous waste to be brought upon, kept or used in or about Owners' property or premises by Tenant, its officers, representatives, agents, employees, contractors, or invitees. If Tenant breaches this obligation, Tenant shall indemnify, defend and hold harmless Owner from and against all Claims arising out of Tenant's breach. Owner will not introduce or use any Hazardous Substance on Owner's Property in violation of any applicable law, and Owner will indemnify, defend and hold harmless Tenant from and against all Claims arising out of Owner's breach. The provisions of this Section will apply as of the Effective Date. The indemnity obligations under this Section will survive termination of this Agreement.

15. Subordination. This Agreement is subordinate to any mortgage or deed of trust of record against the Site as of the Effective Date.

16. Property Taxes. Tenant shall pay Owner any increase in Owner's real property taxes that is directly and solely attributable to improvements to the Site made by Tenant. Owner must pay all property taxes and assessments attributable to Owner's Property. Within 60 days after receipt of evidence of Owner's payment, Tenant will pay to Owner any increase in Owner's real property taxes which Owner reasonably demonstrates is attributable to any improvements to the Site made by Tenant.

17. Insurance. During the initial Term and all Renewal Terms, Tenant shall procure and maintain commercial general liability insurance, with limits of not less than \$5,000,000 and shall provide to Owner a Certificate of Insurance evidencing the required coverage. Tenant shall procure and maintain, and shall require its contractors and sub-contractors, to procure and maintain before commencing any installation and/or maintenance work at the Site, commercial general liability in the amount of at least \$5,000,000 combined single limit per occurrence, as well as worker's compensation and employers liability insurance with a responsible insurance company rated at least A- by A.M. Best, providing for the payment of compensation in accordance with the laws of the state where the property is located and with a limit of at least \$1,000,000 per occurrence for employers liability coverage. 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. If so, Tenant shall provide Owner Certificates of Insurance prior to execution and approval of this document by Norman City Council. The worker's compensation coverage obtained by Tenant shall include a waiver of subrogation in favor of the respective parties. Tenant shall each procure and maintain "all risk" property insurance on their respective property at the Site on a replacement cost basis. Further, Tenant and Owner each assume full risk of loss for any damage to its respective property. The limits of insurance required in this paragraph do not limit in any way the indemnification obligations under Section 13.

18. Maintenance. Tenant will be responsible for repairing and maintaining the Facilities and any other improvements installed by Tenant at the Site in a proper operating and reasonably safe condition; provided, however, if any repair or maintenance is required due to the acts or omissions of Owner, its agents, contractors or employees, Owner will promptly reimburse Tenant for the reasonable costs incurred by Tenant to restore the damaged areas to the condition which existed immediately prior thereto.

19. Force Majeure. If the Site or Facilities are damaged or destroyed due to extraordinary event or act of nature, Tenant may elect to terminate this Agreement as of the date of the damage, destruction, condemnation by giving notice to Owner forty-five (45) days following the date of such damage or condemnation. If Tenant elects not to terminate this Agreement, Rent shall be temporarily reduced in proportion to the actual reduction or abatement of use of the Site while Tenant makes repairs. The duration of repairs must be for a reasonable amount of time.

19.1 Destruction Due to Tenant's Activities. Tenant shall, at its expense, repair all damages to Owner's water tower which are a direct result of Tenant's activities. If Tenant fails to make such repairs within fifteen (15) working days after the damage occurs, Owner shall have the right to make all necessary and reasonable repairs and Tenant shall reimburse Owner for its reasonable expense within thirty (30) days of Owner presenting to Tenant a statement showing the cost of such repairs.

20. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the State of Oklahoma; (c) Owner agrees to allow Tenant to file a recordable Memorandum of Agreement in the form of **Exhibit C**, attached; (d) each party will execute, within 60 days after written request, an estoppel certificate or statement certifying that this Agreement is unmodified and in full force and effect or, if modified, describing such modification(s), and that the other party is not in default (beyond applicable cure periods), except as specified in the statement. The estoppel certificate may also certify the current rent amount and whether any rent has been paid in advance; (e) this Agreement (including the Exhibits and Riders) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (f) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of the provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (g) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

21. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and will not be binding on either party until and unless it is fully executed by both parties.

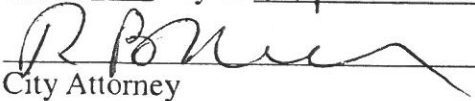
22. Venue and Interpretation. All parties hereto expressly agree that the venue of any litigation relating to or involving this Permit and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Cleveland County, Oklahoma. This contract will be interpreted in accordance with Oklahoma law.

The following Exhibits and Riders are attached to and made a part of this Agreement: Exhibits A, B and C.

OWNER:


The City of Norman, Oklahoma, a Municipal Corporation

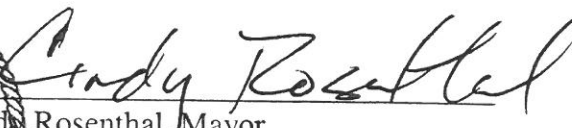
Approved as to form and legality this 4th day of April, 2011.



City Attorney

Approved by the City Council of the City of Norman this 12th day of April, 2011.

ATTEST:


Brenda Hall, City Clerk


Cindy Rosenthal, Mayor



Sprint Site Name: **Lindsey St & Hwy 77**

K-1011-82

Sprint Site ID #: **OK25XC367-A**

TENANT:

Sprint Spectrum L.P., a Delaware limited partnership

By: _____



Name: _____

Don Anderson

Title: _____

Its authorized rep

Date: _____

3-21-11

Attach Exhibit A – Legal Description of Owner's Property

Attach Exhibit B – Site Plan

Attach Exhibit C - Memorandum of Agreement Form

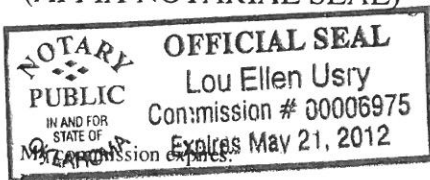
OWNER NOTARY BLOCK:

STATE OF

COUNTY OF

The foregoing instrument was (choose one) ☐ attested or ☒ acknowledged before me this 12th day of April, 2011, by (choose one) ☒ David Rosenthal as an individual, ☐ Mayor of the City of Norman, a corporation, on behalf of the corporation, or ☐ partner or agent on behalf of _____, a _____ partnership.

(AFFIX NOTARIAL SEAL)



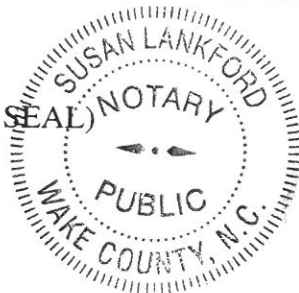
Lou Ellen Usry
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER:

TENANT NOTARY BLOCK:STATE OF North CarolinaCOUNTY OF Wake

The foregoing instrument was (choose one) ☐ attested or ☒ acknowledged before me this 21st day of March, 2011, by (choose one) ☒ Don Anderson as an individual, ☐ it's authorized rep of Sprint Spectrum L.P., a corporation, on behalf of the corporation, or ☐ partner or agent on behalf of _____, a Debuire limited partnership.

(AFFIX NOTARIAL SEAL)



My commission expires:

2/9/2015

[Signature]
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF North Carolina

Susan Lankford
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER:

**EXHIBIT A
TO SITE LEASE AGREEMENT**

Legal Description of Owner's Property

The Owner's Property is located at 630 E. Lindsey St, situated in the City of Norman, County of Cleveland, State of Oklahoma, commonly described as follows:

Insert Legal Description:

PARENT TRACT DESCRIPTION

PARENT TRACT DESCRIPTION (Warranty Deed Book 82, Pages 395 and 396)

A tract of land described as follows: The East Sixty-six (66) feet of the West Half (W/2) of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section Five (5), of Township Eight North (8N), Range Two West (2W), Cleveland County, Oklahoma, containing one acre, more or less. AND All that part of the East One-half (E 1/2) of the Northeast Quarter (NE/4) of Lot Three (3), Section Five (5), Township Eight North, Range Two West of the I.M., lying West of the A.T. & S.F. Right-of-way.

LESSEE'S LEASE SITE DESCRIPTION

A tract of land lying in and being a part of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section Five (5), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows: Commencing at the Northeast corner of said NE/4 NW/4; Thence South 89°46'10" West, along the North line of said NE/4 NW/4, a distance of 111.24 feet; Thence South 00°13'50" East a distance of 628.78 feet to the point of beginning; Thence South 05°40'43" East a distance of 10.00 feet; Thence South 84°19'17" West a distance of 20.00 feet; Thence North 05°40'43" West a distance of 10.00 feet; Thence North 84°19'17" East a distance of 20.00 feet to the point of beginning. Containing 200 square feet.

LESSEE'S ACCESS/UTILITY EASEMENT DESCRIPTION

A 35.00 foot wide easement for ingress, egress purposes crossing a part of the NE/4 of the NW/4 of Section 5, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma as described in Volume 82, Page 395 and 396, Deed Records of Cleveland County, Oklahoma. Said 35.00 foot wide easement being 17.50 feet on each side of the following described centerline: Commencing at a Mag Nail set for the Northeast corner of the above described 0.057 acre lease site; Thence S 84°26'16" W on the North line of said 0.057 acre lease site a distance of 25.00 feet to a point, said point being the Point of Beginning; Thence N 24°35'29" W a distance of 427.07 feet to a point; Thence N 00°40'13" W a distance of 170.86 to a point of termination on the South right of way line of Lindsey Street, a public road. Side lines of said 35.00 foot wide easement to be shortened or extended such as to begin on the North line of said 0.057 acre Lessee's lease site and terminate on the South right of way line of Lindsey Street, a public road to the North.

LESSEE'S UTILITY EASEMENT DESCRIPTION

An Four feet (4') wide easement for utility purposes crossing a part of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section Five (5), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, the centerline being more particularly described as follows: Commencing at the Northeast corner of said NE/4 NW/4; Thence South 89°46'10" West, along the North line of said NE/4 NW/4, a distance of 111.24 feet; Thence South 00°13'50" East a distance of 628.78 feet to the Northeast corner of the above described lease area; Thence South 05°40'43" East, along the East line of said lease area, a distance of 10.00 feet to the Southeast corner of said lease area; Thence South 84°19'17" West, along the South line of said lease area, a distance of 20.00 feet to the Southwest corner of said lease area; Thence North 05°40'43" West, along the West line of said lease area, a distance of 1.00 foot to the point of beginning; Thence South 84°19'17" West a distance of 25.58 feet; Thence North 05°40'43" West a distance of 42.34 feet; Thence North 84°19'17" East a distance of 8.59 feet to an ending point at an existing utility rock.

**EXHIBIT B
TO SITE LEASE AGREEMENT**

Site Plan

The Site is described as follows:

Insert Site Plan: See Attached Site Plan

[illegible]

Site Plan–Elevation View

See Attached Site Plan-Elevation View

Note: Owner and Tenant may, at Tenant's option, replace this Exhibit with an exhibit setting forth the legal description of the Site, or an as-built drawing depicting the Site. Any visual or textual representation of the Facilities is illustrative only, and does not limit the rights of Tenant as provided for in the Agreement. Without limiting the generality of the foregoing:

1. The Site may be setback from the boundaries of Owner's Property as required by the applicable governmental authorities.
 2. The access road's width may be modified as required by governmental authorities, including police and fire departments.
- The locations of any access and utility easements are illustrative only. Actual locations may be determined by Tenant and/or the servicing utility company in compliance with local laws and regulations.

**EXHIBIT C
TO SITE LEASE AGREEMENT**

Memorandum of Agreement

~~~THIS MOA NOT FOR EXECUTION~~~

This Memorandum of Agreement ("Memorandum") dated \_\_\_\_\_, 20\_\_, evidences that a Site Agreement (the "Agreement") dated \_\_\_\_\_, 20\_\_ (the "Effective Date"), was made and entered into between The City of Norman, Oklahoma, a Municipal Corporation ("Owner") and Sprint Spectrum L.P., a Delaware limited partnership ("Tenant").

The Agreement provides in part that Tenant has the right to enter upon certain real property owned by Owner and located at 630 E. Lindsey St, City of Norman, County of Cleveland, State of Oklahoma, subject to the terms of Section 4 of Owner/Tenant Agreement, for the purpose of performing investigations and tests and, upon finding the Site appropriate, to lease the Site for the purpose of installing, operating and maintaining a communications facility and other improvements. The Site is further described in Exhibit A attached hereto.

This Agreement becomes effective on the date that both Owner and Tenant have executed this Agreement ("Effective Date"). Tenant's lease terms shall commence, at the end of the Due Diligence Period on the Term Commencement Date. The term of Tenant's lease and tenancy (the "Term") is 5 years, commencing on the Term Commencement Date which is defined as the date that the Tenant commences construction of the Facilities or within 45 days from the Effective Date, whichever is earlier. The Term will be automatically renewed for 2 additional terms of 5 years each (each a "Renewal Term"), unless Tenant provides notice of its intention not to renew prior to the expiration of the initial Term or any Renewal Term. Tenant shall be allowed to conduct certain due diligence as described herein during the Due Diligence Period, defined as the time between the Effective Date and the Term Commencement Date.

~ parties have executed this Memorandum as of the day and year first above written.

**OWNER**

The City of Norman, Oklahoma,  
a Municipal corporation

By: DO NOT EXECUTE - FOR EXHIBIT ONLY

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Print: \_\_\_\_\_

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

Print: \_\_\_\_\_

**TENANT**

Sprint Spectrum L.P.,  
a Delaware limited partnership

By: DO NOT EXECUTE - FOR EXHIBIT ONLY

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Print: \_\_\_\_\_

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

Print: \_\_\_\_\_

*Attach Exhibit A - Site Description*

**OWNER NOTARY BLOCK:**

STATE OF

COUNTY OF

The foregoing instrument was (choose one) ☐ attested or ☐ acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by (choose one) ☐ \_\_\_\_\_ as an individual, ☐ \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation, or ☐ \_\_\_\_\_, partner or agent on behalf of \_\_\_\_\_, a \_\_\_\_\_ partnership.

(AFFIX NOTARIAL SEAL)

\_\_\_\_\_  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC STATE OF

My commission expires:

\_\_\_\_\_  
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)  
COMMISSION NUMBER:

**TENANT NOTARY BLOCK:**

STATE OF

COUNTY OF

The foregoing instrument was (choose one) ☐ attested or ☐ acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by (choose one) ☐ \_\_\_\_\_ as an individual, ☐ \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation, or ☐ \_\_\_\_\_, partner or agent on behalf of \_\_\_\_\_, a \_\_\_\_\_ partnership.

(AFFIX NOTARIAL SEAL)

\_\_\_\_\_  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC STATE OF

My commission expires:

\_\_\_\_\_  
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)



**PREPARED BY AND RETURN TO:**

**VERTICOM**

1829 E. Levee St. Suite 100

Dallas, TX 75207

Attn: Ashley Fricke

Site Name: **Lindsey St & Hwy 77**

Site ID #: **OK25XC367-A**

**Memorandum of Agreement**

This Memorandum of Agreement ("Memorandum") dated April 12, 2011, evidences that a Site Agreement (the "Agreement") dated April 12, 2011 (the "Effective Date"), was made and entered into between The City of Norman, Oklahoma, a Municipal Corporation ("Owner") and Sprint Spectrum L.P., a Delaware limited partnership ("Tenant").

The Agreement provides in part that Tenant has the right to enter upon certain real property owned by Owner and located at 630 E. Lindsey St. City of Norman, County of Cleveland, State of Oklahoma, subject to the terms of Section 4 of Owner/Tenant Agreement, for the purpose of performing investigations and tests and, upon finding the Site appropriate, to lease the Site for the purpose of installing, operating and maintaining a communications facility and other improvements. The Site is further described in Exhibit A attached hereto.

This Agreement becomes effective on the date that both Owner and Tenant have executed this Agreement ("Effective Date"). Tenant's lease terms shall commence, at the end of the Due Diligence Period on the Term Commencement Date. The term of Tenant's lease and tenancy (the "Term") is 5 years, commencing on the Term Commencement Date which is defined as the date that the Tenant commences construction of the Facilities or within 45 days from the Effective Date, whichever is earlier. The Term will be automatically renewed for 2 additional terms of 5 years each (each a "Renewal Term"), unless Tenant provides notice of its intention not to renew prior to the expiration of the initial Term or any Renewal Term. Tenant shall be allowed to conduct certain due diligence as described herein during the Due Diligence Period, defined as the time between the Effective Date and the Term Commencement Date.

The parties have executed this Memorandum as of the day and year first above written.

**OWNER NOTARY BLOCK:**

STATE OF

COUNTY OF

The foregoing instrument was (choose one) ☐ attested or ☒ acknowledged before me this 12th day of April, 2011, by (choose one) ☐ as an individual, ☐ as Mayor of the City of NORMAN, a corporation, on behalf of the corporation, or ☐ of OKLAHOMA, a partnership.



My commission expires:

Lou Ellen Usry  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC STATE OF

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)  
COMMISSION NUMBER:

**TENANT NOTARY BLOCK:**

STATE OF

COUNTY OF

The foregoing instrument was (choose one) ☐ attested or ☒ acknowledged before me this 21st day of March, 2011, by (choose one) ☒ Don Anderson as an individual, ☐ as it's authorized rep of Sprint Spectrum, L.P., a corporation, on behalf of the corporation, or ☐ of Delaware limited, a partnership.

(AFFIX NOTARIAL SEAL)



My commission expires:

2/9/2015

Susan Lankford  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC STATE OF North Carolina

Susan Lankford  
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)



**OWNER**

The City of Norman, Oklahoma,  
a Municipal corporation

By: Cindy Rosenthal

Name: Cindy Rosenthal

Title: Mayor

Date: April 12, 2011

Witness Name: Brenda Hall

Print: Brenda Hall, City Clerk



APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT  
BY R. B. [Signature] DATE 4-5-11

**TENANT**

Sprint Spectrum L.P.,  
a Delaware limited partnership

By: [Signature]

Name: Don Anderson

Title: Its authorized rep

Date: 3-21-11

Witness Name: [Signature]  
Print: Kimbley C. Butford

