

**CONTRACT NO. #: K-0001-35**  
**NORMAN UTILITIES AUTHORITY**  
**ROBINSON STREET WATER TOWER ATTACHMENT**  
**LEASE AGREEMENT**  
**4151 W. ROBINSON ST. WATER TOWER**

**AGREEMENT**

This AGREEMENT made this 25<sup>th</sup> day of July, 2000, by and between NORMAN UTILITIES AUTHORITY, A Public Trust, hereinafter called the LESSOR, and Southwestern Bell Wireless Inc., hereinafter called LESSEE.

WHEREAS, the LESSOR is the owner of a water tower located at 4151 W. Robinson Street, 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 in which to construct 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, approximately 600 square feet, including access, 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 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.

**ARTICLE 1**

The initial term of this agreement shall be five (5) years, commencing on the first day of August, 2000, and extending through the 31<sup>st</sup> day of July, 2005. This Agreement shall be automatically renewed for four (4) additional terms of five (5) years each, unless LESSEE provides LESSOR with written notice of intention not to renew not less than ninety (90) days prior to the expiration of the then-current five-year term.

The basic monthly rental rate payable by LESSEE to LESSOR shall be Six Hundred Twenty-five (\$625.00). The rentals payable hereunder shall be paid monthly on or before the tenth day of each month. Receipt of the rental for the first month of the lease term is hereby acknowledged LESSOR.

Rent for each Renewal Term will be the monthly rent in effect for the final month of the Initial Term or prior Renewal Term, as the case may be, increased by Fifteen percent (15%).

## ARTICLE II

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.

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 City Manager or City Council 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 or 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.

In addition to other termination provisions contained herein, Lessor shall have the right to terminate this agreement upon 120 days notice after the initial five-year term.

## 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. 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 the 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

LESSEE shall indemnify LESSOR and hold LESSOR harmless against any claim of liability or loss from personal injury or property damage, which may arise out of LESSEE'S negligence or willful misconduct in connection with the Leased Premises, excepting, however, such claims or damages as may be attributable in whole or in part to the acts or omissions of the LESSOR, or its agents, servants or contractors.

#### ARTICLE VI

LESSEE shall install and locate its telecommunication equipment approximately 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 LESSOR'S use thereof and the location of such equipment and property shall be approved by the City Manager 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 ten (10) days to review said construction plans and approve them, or in the alternative, to advise LESSEE of necessary changes. If LESSOR fails to respond to a consent request within ten (10) day, that consent will be deemed provided. LESSEE shall not commence construction until said approval has been received or been deemed provided from LESSOR. LESSEE further agrees to comply with all applicable rules and regulations of the Federal Communication 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 \$1,000,000.00 for bodily injury, \$1,000,000.00 for property damage, \$2,000,000.00 aggregate, with a certificate of insurance to be furnished to LESSOR within thirty (30) days of written request. Such policy

will provide that cancellation will not occur without at least fifteen (15) days prior written notice to LESSOR.

#### ARTICLE VIII

LESSEE shall not be deemed to have abandoned the Leased Premises even though LESSEE may cease using 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 or equipment building pad site forming a part of the Leased Premises 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 judgement of the LESSEE, unfit in whole or in part for occupancy or use by the LESSEE, LESSOR shall restore or cause to be restored the water tower and equipment building pad site within a reasonable period of time not to exceed sixty (60) days of the occurrence of said damage or destruction. LESSEE shall have the option of terminating this Lease.

#### ARTICLE X

LESSEE shall have full and free access to LESSEE'S equipment and antennas twenty-four (24) hours per day, seven (7) day a week, provided that during any period of time when maintenance, repair or renovations to the water tower and the adjacent premises are in progress LESSEE shall have access to its equipment and antennas upon notice to LESSOR and will coordinate said operations with LESSOR.

LESSEE shall have access to the tower and the area around the tower, at reasonable times which shall not interfere with the maintenance or use of said 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 tower and in the building.

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 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.

**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 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 within such 30 day period and proceeds with due diligence to fully cure the default. Upon written notice of said termination to LESSEE, LESSOR shall be entitled to possession of the above described Lease Premises; provided, however, that any such termination shall not relieve LESSEE of its obligations to pay any rental 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:** Southwestern Bell Wireless Inc.  
Attention: Real Estate Administrator  
9020 North May Avenue, Suite 250  
Oklahoma City, Oklahoma 73120

With a copy to:

Southwestern Bell Wireless Inc.  
Office of General Counsel  
17330 Preston Road, Suite 100A  
Dallas, Texas 75252

**LESSOR:** Norman Utilities Authority  
P.O. Box 370  
Norman, OK 73070  
Attn: Brad Gambill  
Tax ID: 52-1645638  
Phone: (405) 366-5494  
Fax: (405) 321-1477

With a copy to:

City of Norman  
P.O. Box 370  
Norman, OK 73070  
Attn: Jeff Raley, City Attorney  
Phone: (405) 366-5423  
Fax: (405) 366-5418

Any such notice or demand shall be deemed to have been give 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 failure to perform such obligations.



**ARTICLE XVII**

LESSEE upon termination of this Agreement, shall within a reasonable period, remove its personal property and restore the Leased Premises as nearly as reasonably possible to its original condition, reasonable wear and tear expected.

**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 LESSORS 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 be 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, writing and/or oral understandings or Agreement. The parties signed this Agreement for the consideration herein expressed. Any addition to, variation or modification of this Agreements 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 sue 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.

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 25<sup>th</sup> day of July, 2000.

LANDLORD:

NORMAN UTILITIES AUTHORITY, A PUBLIC TRUST

By: [Signature]  
Name: Bob Thompson  
Title: Chairman

ATTEST: [Signature]  
Its: SECRETARY (ASSISTANT)

APPROVED AS TO FORM AND LEGALITY THIS 14<sup>th</sup> DAY OF July, 2000.  
By [Signature] JEFF RALEY, CITY OF NORMAN ATTORNEY.

TENANT:

SOUTHWESTERN BELL WIRELESS INC.

9AF  
for By: [Signature]  
Name: Nancy Garvey  
Title: Vice-President, General Manager

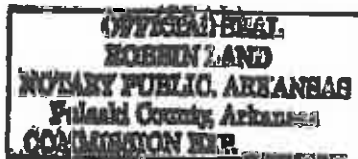
ATTEST: [Signature]  
Its: Executive Assistant - VP-GM  
5cc

## ACKNOWLEDGMENT

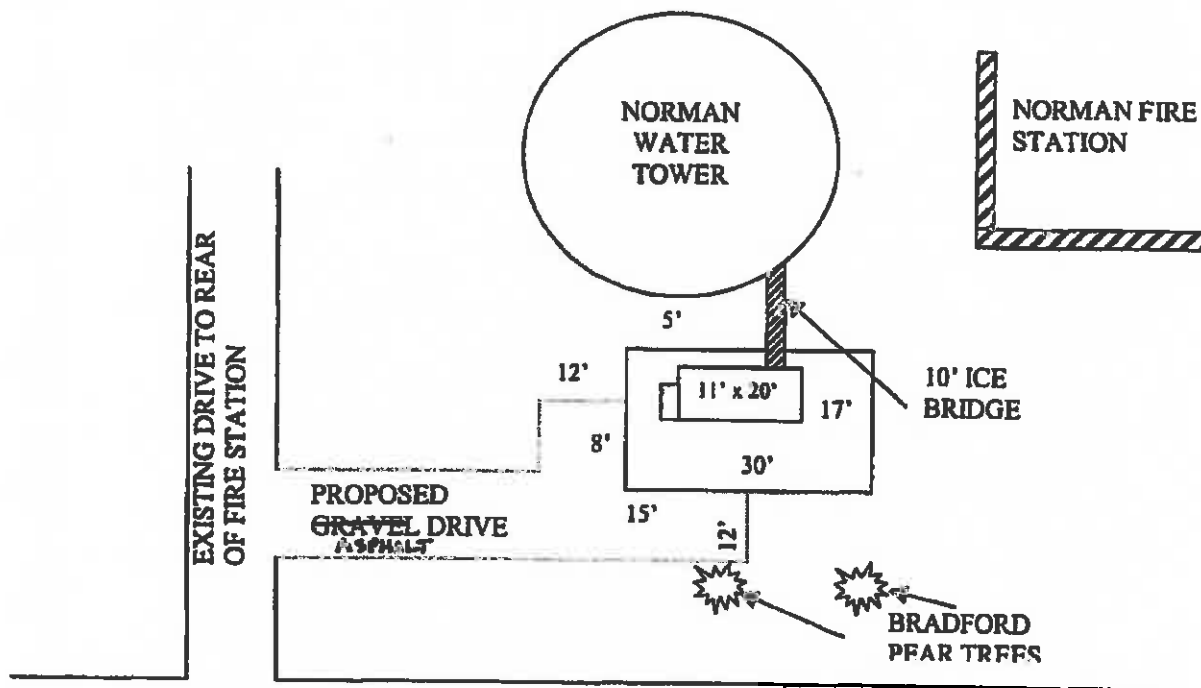
STATE OF ARKANSAS     )  
                                       ) ss.  
 COUNTY OF PULASKI    )

On this 6 day of June, 2000, before me, the undersigned a Notary Public in and for the county and state aforesaid, personally appeared Jerry Brerner, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as the Director of Finance of Southwestern Bell Wireless Inc., a Delaware corporation, as General Partner for and on behalf of the Oklahoma City SMSA Limited Partnership, a Delaware Limited Partnership, and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Robin Land  
 Notary Public  
 My Commission Expires: 06/08



ROBINSON STREET

**BROOKHAVEN, SITE  
#5751, OKC MSA  
EXHIBIT NOT TO SCALE**



## SITE PLAN

### **SOUTHWESTERN BELL WIRELESS INC.**

**ANTENNA ON EXISTING WATER TOWER, SITE NAME: BROOKHAVEN,**

**SITE NO. 5751, A PART OF THE SE/4 OF SECTION 22,**

**TOWNSHIP 9 NORTH, RANGE 3 WEST, CLEVELAND COUNTY, OKLAHOMA.**

#### PARENT TRACT DESCRIPTION

A tract of land located in the SE/4 of Section 22, Township 9 North, Range 3 West, Cleveland County, Oklahoma, more particularly described as follows: Beginning at the Southwest corner of the SE/4 of said Section 22; thence N 00°31'10" E a distance of 236.51 feet; thence East a distance of 220.41 feet; thence South a distance of 236.50 feet; thence West a distance of 222.55 feet to the point of beginning.

#### C E R T I F I C A T E

I, Wayne G. Guinn, registered land surveyor in the State of Oklahoma hereby certify that the accompanying plat is a true and correct representation of the survey made of the following described property located in the SE/4 of Section 22, Township 9 North, Range 3 West, Cleveland County, Oklahoma.

I, certify that the latitude and longitude contained herein are accurate to within, 5 feet Horizontal and 1 foot Vertical and that these coordinates were determined with a Trimble 4600LS GPS, SN. 0220056434 and SN. 0220056509.

I, certify that this property does not lie within the limits of the flood hazard area according to the flood insurance rate map, Community Panel Number 400027C0080-F. Effective Date: March 17, 1997.

#### SUBJECT TRACT DESCRIPTION

A tract of land located in the SE/4 of Section 22, Township 9 North, Range 3 West, Cleveland County, Oklahoma, more particularly described as follows: Beginning at a point N 00°05'36" E a distance of 95.25' and N 90°00'00" E a distance of 69.07 feet from the Southwest corner of said SE/4; thence N 90°00'00" E a distance of 30.0 feet; thence S 00°0'00" E a distance of 17.0 feet; thence S 90°00'00" W a distance of 30.0 feet; thence N 00°00'00" W a distance of 17.0 feet to the point of beginning.

#### INGRESS-EGRESS DESCRIPTION

A tract of land located in the SE/4 of Section 22, Township 9 North, Range 3 West, Cleveland County, Oklahoma, more particularly described as follows: Beginning at a point on the South line and N 89°35'43" E a distance of 46.65 feet from the Southwest corner of the SE/4 of said Section 22; thence N 00°00'00" E a distance of 77.80 feet; thence N 90°00'00" E a distance of 10.58 feet; thence N 00°00'00" E a distance of 8.00 feet; thence N 90°00'00" E a distance of 12.00 feet; thence S 00°00'00" E a distance of 9.00 feet; thence N 90°00'00" E a distance of 16.45 feet; thence S 00°00'00" E a distance of 12.00 feet; thence S 90°00'00" W a distance of 16.45 feet; thence in a Southwesterly direction along a curve to the left having a radius of 5.00 feet, a distance of 6.98 feet; thence S 00°00'00" E a distance of 60.87 feet; thence S 89°35'43" W a distance of 17.00 feet to the point of beginning.

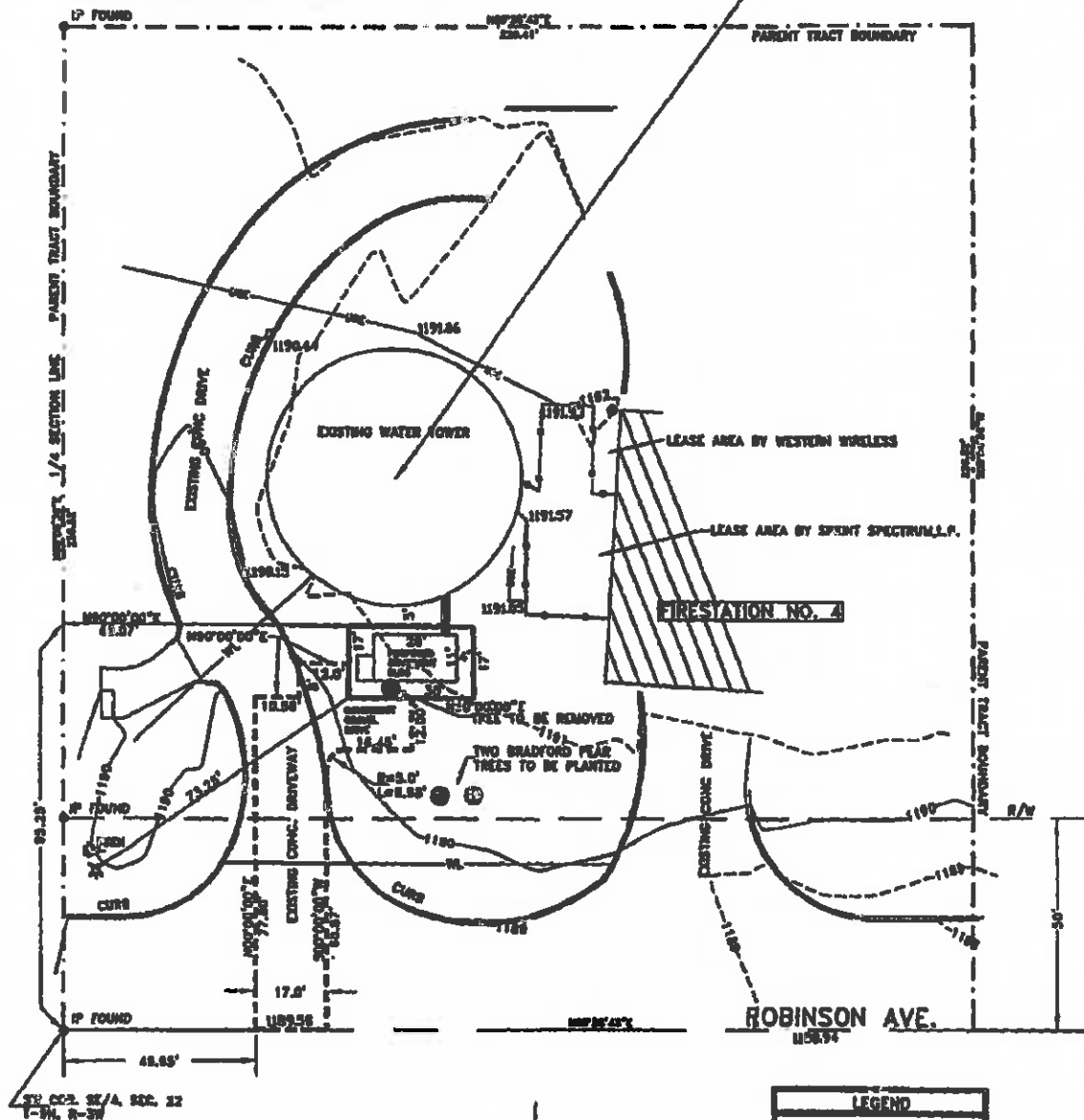


*Wayne G. Guinn*  
Wayne G. Guinn L.S.789 CA 2098 (LS)

ANTENNA ON EXISTING WATER TOWER, SITE NAME: BROOKHAVEN,  
SITE NO. 5751, A PART OF THE SE/4 OF SECTION 22,  
TOWNSHIP 9 NORTH, RANGE 3 WEST, CLEVELAND COUNTY, OKLAHOMA.

MAKE: AMEREX MODEL 330, CARBON DIOXIDE  
CLASS: TYPE B/C  
CAPACITY: 10 LBS.  
SPECIFICATIONS: TESTED TO ANSI/UL 711 &  
ANSI/UL 154, MARINE TYPE B/C  
SIZE 1  
LOCATION: INSIDE OF CELL SITE WALL  
CONTAINING THE DOOR, MOUNTED TO WALL  
JUST UNDER ALARM BOX.

**NAD-83 OKLA SOUTH**  
**N:891802.1248**  
**E:2116955.8527**  
**LAT: 35°13'59.6423"**  
**LONG: -97°30'10.4634"**  
**CONV:0°16'55.7708"**  
**SCALE:0.99993000**  
**MSL EL 1191.01**



**NOTE: CALL OKIE  
TWO WORKING DAYS  
BEFORE YOU DIG  
1-800-522-6543**

**SCALE 1" = 40'**

**LEGEND**

●	IRON PIN
—	UTILITY POLE
—	FIRE HYD
—	WATER VALVE
—	GAS VALVE
—	WATER MTR
—	SS MANHOLE
— ONE —	ELEC LINE
— TWO —	SEC. LINE
—	TEL. CABLE
—	CENTER—LINE
— G —	GAS LINE
—	CHAIN—LINK
—	WIRE FENCE
—	WOOD FENCE
—	CHANNEL
—	TREES
—	TREE LINE

**ROUTE SHEET  
BROOKHAVEN, SITE #5751  
OKC MSA**

Attached for review is a Lease Agreement for a water tower located in the City of Norman, Oklahoma. If signed this agreement will provide needed coverage in the Brookhaven area (North Central area of town). This site is located near Westheimer Airpark, therefore making a pre-existing structure more attractive.

**Terms:** This agreement shall be automatically renewed for four (4) additional terms of five (5) years each. The first term of this lease indicates the rent will be \$625.00 and escalate fifteen percent every five years during the term of the entire lease.

Submitted By:	Cimarron Land Services, Inc.	05/03/00
Approved as to Form:	<u>Jeanne Fischer</u> Jeanne Fischer Legal Department - Senior Counsel	Date: <u>5/11/00</u>
Recommended:	<u>Brent Benson</u> Brent Benson Area Manager - RF Engineering	Date: <u>5-15-00</u>
Approval & Execution:	<u>Bill Howell</u> Bill Howell Director Network Operations	Date: <u>5-15-2000</u>
Approval & Execution:	<u>Cindy King</u> Cindy King Director-Sales and Service	Date: <u>5-16-00</u>
Approval & Execution:	_____ Hunter Stuart Regional Manager - Real Estate	Date: _____
Approval & Execution:	_____ Steve Jenkins Vice President - Network	Date: _____
Approval & Execution:	_____ Jerry Boerner Director - Finance	Date: _____
Approval & Execution:	_____ Nancy Garvey Vice President-General Manager	Date: _____

If you have any questions, please contact Lynne Buskirk, Cimarron Land Services, Inc. (405) 359-1681. Please return the Route Sheet with the enclosed Agreement to Cimarron Land Services, Inc., Attention: Lynne Buskirk, P.O. Box 2284, Edmond, Oklahoma 73083-2284.