

## WATER TOWER LEASE AGREEMENT

This Lease Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of McKinney, Texas, with its principal mailing address of 222 N. Tennessee, McKinney, Texas 75070, hereinafter designated LESSOR, and Dallas MTA, L.P. d/b/a Verizon Wireless, with its principal offices at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain space on LESSOR's water tower, hereinafter referred to as the Hardin Elevated Storage Tank or "Tower", located at 3800 Virginia Parkway, McKinney, Texas, and more particularly described as being a 2.4261 acre tract out of the J. Herndon Survey, Abstract No. 391, Collin County, Texas, and being further described in that certain Special Warranty Deed dated November 29, 2010, and recorded as Instrument No. 20101214001367310, Office of the County Clerk, Collin County, Texas (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land sufficient for the installation of LESSEE's equipment building as shown on Exhibit "A", attached hereto and made a part hereof, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, along a twenty-five (25) foot wide right-of-way extending from the nearest public right-of-way, Virginia Parkway, to the demised premises, and the non-exclusive right for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights-of-way from the demised premises, said demised premises and rights-of-way being substantially as described herein in Exhibit "A" and attached hereto and made a part hereof, which tower space, demised premises and rights-of-way are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached

hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM. This Agreement shall be effective as of the date of execution by both parties, provided however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments will be due at an annual rental of Twenty Two Thousand and No/100 Dollars (\$22,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to the City of McKinney, Texas, or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The Agreement shall commence on the first day of April, 2014 (the "Commencement Date").

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to Twenty Five Thousand Three Hundred and No/100 Dollars (\$25,300.00); the second (2nd) five (5) year extension term shall be increased to Twenty-Nine Thousand Ninety Five and No/100 Dollars (\$29,095.00); the third (3rd) five (5) year extension term shall be increased to Thirty Three Thousand Four Hundred Fifty Nine and No/100 Dollars (\$33,459.00); and the fourth (4th) five (5) year extension shall be increased to Thirty-Eight Thousand Four Hundred Seventy-Eight and No/100 Dollars (\$38,478.00).

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of the then current term. Annual rental for each such additional five (5) year term shall be equal to 115% of the annual rental payable with respect to the immediately preceding five (5) year term.

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental and all necessary appurtenances. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements shall be at LESSEE's expense and the installation of all improvements shall be at the discretion and option of the LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement. LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LESSOR will maintain the Property, excluding the Premises, in good condition, reasonable wear and tear excepted. It is understood and agreed that LESSEE's ability to

use the Property is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. Provided, however, that LESSEE acknowledges that LESSOR is the municipality in which the Premises are located and LESSOR's agreement to cooperate with and facilitate LESSEE's efforts to obtain licenses, permits, and regulatory approval shall not bind boards or commissions of the City Council of LESSOR to approve any permits or zoning requests other than through the normal procedures available to any other landowner or tenant. In the event that any of such applications for such Governmental Approvals should be finally rejected or LESSEE determines that such Governmental Approvals may not be obtained in a timely manner or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Premises for its intended purposes or the LESSEE determines that the Property is no longer technically compatible for its intended use, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE subject to the provisions of Paragraph 15, "Removal Upon Termination," herein-below. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall become null and void and all the Parties shall have no further obligations including the payment of money, to each other.

8. ACCESS TO TOWER. LESSEE shall have 24-hours-a-day, 7-days-a-week access to the Premises by means of LESSOR's personnel ("Access") at all times during the initial term of this Agreement and any renewal term upon written or verbal notice to LESSOR. LESSEE shall give LESSOR twenty-four (24) hours notice of LESSEE's intended access to the Premises except in case of emergency at which time notice shall be given and access will be provided as soon as practicable. It is agreed that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter the Property to access the Premises.

9. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all federal, state, county and local laws. LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. LESSEE agrees to reasonably cooperate with LESSOR in the event LESSOR needs to make repairs, renovations or painting of the Tower which would require temporary removal of LESSEE's communications equipment, subject to the following conditions: (i) LESSOR shall provide at least thirty (30) days prior written notice to LESSEE of the need to make any such repairs, renovations or painting which notice shall give detail on the type of repairs, renovations or painting that will occur (the "Notice"), provided, however, any such work necessitated by events beyond LESSOR's control or required to meet regulatory requirements and for which LESSOR is unable to give thirty (30) days prior notice, LESSOR agrees to give LESSEE notice as soon as reasonably practical under the circumstances; (ii)

LESSEE, or its contractors, at LESSEE's sole cost and expense, shall temporarily remove and relocate any communications equipment as may be necessary to accommodate such repairs, renovations or painting by LESSOR, to a location specified by LESSOR in the Notice; and (iii) In the event LESSEE's communications equipment located on the Tower or on the ground adjacent to the Tower must be temporarily relocated, LESSEE will have the right to use a temporary transmission site or cell on wheels ("COW") on the Property at a location sufficient to meet LESSEE's coverage or engineering needs and as reasonably agreed upon by the parties. In this regard, it is specifically understood and agreed that LESSEE's communications equipment will not be allowed to be temporarily relocated at an alternate location on the Tower.

LESSOR agrees to diligently and in good faith undertake and complete the repairs, renovations or painting as expeditiously as possible in order to minimize the period of time that LESSEE's communications equipment needs to be relocated. LESSEE shall be afforded the opportunity and a reasonable amount of time to install temporary communications equipment in alternative locations on the Tower prior to removing its existing communications equipment to ensure that LESSEE has continuous coverage. Under no circumstances will LESSOR or anyone acting on its behalf attempt to move, relocate or remove any communications equipment of LESSEE, unless LESSEE has not completed the temporary relocation of its communications equipment at least fourteen (14) business days prior to the commencement of the repairs by LESSOR as specified in the Notice. LESSEE shall comply with industry standards regarding the removal and relocation of, LESSEE's equipment during any repair, renovation or painting of the Tower.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

10. INTERFERENCE. LESSEE agrees to have installed radio equipment of the type and frequency which will not cause measurable interference to the equipment of the LESSOR or other lessees of the Property existing as of the date this Agreement is executed by the Parties. In the event LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE of such interference, LESSEE will take all steps necessary to correct and eliminate the interference. LESSEE represents that it is familiar with LESSOR's current use of the Property, and that LESSEE's use will not interfere with LESSOR's operation. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference to the then existing equipment of the LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, either Party shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction.

11. **LESSEE COMPLIANCE.** All installations and operation in connection with this Agreement by LESSEE shall meet with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Administration and all applicable codes and regulations of the township, county and state concerned. Under this Agreement, the LESSOR assumes no responsibility for the licensing, operation, and/or maintenance of LESSEE's radio equipment.

12. **INDEMNIFICATION.** To the extent allowed by Texas and Federal law, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises or the Property by the Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants or agents. LESSEE shall hold LESSOR harmless from any claims of interference by other lessees or licensees caused by LESSEE's activities on the Premises. LESSEE acknowledges the limitations imposed upon Texas municipalities pursuant to the Texas Constitution regarding indemnification.

13. **INSURANCE.** The Parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them.

LESSEE shall provide LESSOR with a certificate of insurance issued by an insurance company authorized to do business in Texas indicating that LESSEE carries commercial general liability insurance with limits of liability thereunder of not less than \$1 million combined single limit for bodily injury and/or property damage. Such insurance shall name LESSOR as an additional insured with respect to matters arising out of LESSEE's use of and operations at the Premises. LESSEE will provide LESSOR with a renewal certificate within ten (10) business days of LESSOR's written request for such certificate. Any insurance required to be provided by LESSEE under this Paragraph may be provided by a blanket insurance policy covering the Premises and other locations of LESSEE, provided such blanket insurance policy complies with all of the other requirements of this Agreement with respect to the type and amount of insurance required. LESSEE may also fulfill its requirements under this paragraph through a program of self-insurance. If LESSEE elects to self-insure, then LESSEE shall furnish LESSOR with a letter stating that there is a self-insurance program in effect that provides for the same, or greater, coverage than required of LESSEE herein. However, notwithstanding anything herein to the contrary, LESSEE shall be automatically entitled to self-insure so long as LESSEE maintains a minimum net worth of Twenty-Five Million and No/100 (\$25,000,000.00), as demonstrated by a statement of net worth annually to LESSOR or upon written notice to LESSEE by LESSOR.

LESSEE agrees to pay any deductible and any premium on any insurance policy required to be furnished by this Agreement. It is specifically agreed and understood by LESSEE that LESSOR shall never be responsible for paying any deductible or any premium on any insurance policy that LESSEE is required to furnish pursuant to this Agreement.

LESSEE shall require that each and every one of its contractors and their subcontractors carry, in full force and effect, workers' compensation, commercial general liability and automobile liability insurance coverages of the type which LESSEE is required to obtain under the terms of this paragraph with appropriate limits of insurance.

Once during each five (5) year Term of this Agreement, LESSOR may review the insurance coverages to be carried by LESSEE. If LESSOR reasonably determines that higher limits of coverage are necessary to protect the interests of LESSOR, LESSEE shall be so notified and shall obtain the additional limits of insurance, at its sole cost and expense. LESSEE's obligation to obtain additional limits of insurance shall be limited to no more than one time during each term of this Agreement.

All insurance policies maintained pursuant to this Agreement shall contain an endorsement requiring the insurance carrier to provide the LESSOR at least thirty (30) days prior written notice of any intention not to renew or to cancel any and all such policies.

14. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior written notice is given the LESSOR and LESSEE pays to LESSOR a termination fee equal to six (6) months rent at the rate then in effect.

15. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s) (except footings), fixtures and all personal property and otherwise restore the Property to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the equipment, fixtures and personal property of the LESSEE shall remain the personal property of the LESSEE and the LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

16. RIGHT OF FIRST REFUSAL. [INTENTIONALLY DELETED]

17. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of this property underlying the right-of-way herein granted shall be under and subject to the right of the LESSEE in and to such right-of-way.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same, and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the prior written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed. Such consent by LESSOR shall not relieve LESSEE of any obligations to be performed under this Agreement, whether arising before or after any such assignment save and except to the extent otherwise agreed to by the Parties in writing at the time of such sale, assignment or transfer.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of McKinney, Texas  
P.O. Box 517

McKinney, Texas 75070  
Attention: Water Superintendent  
Tel No.: 972-547-7360

LESSEE: Dallas MTA, L.P. d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest 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 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. In the event the Property is encumbered by a mortgage or other security interest, the LESSOR immediately after this Agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

27. DEFAULT. In the event there is a default by the LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR shall give LESSEE written notice of such default. If LESSEE fails to make rental payment when due, payment shall bear interest until paid at the rate at the lesser of two percent (2%) per month or the highest rate permitted by law. After receipt of such written notice, the LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably



requires more than thirty (30) days and the LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this paragraph.

If there occurs an Event of Default by LESSEE, in addition to any other remedies available to LESSOR at law or equity, LESSOR shall have option to terminate this Agreement and all rights of LESSEE hereunder. If LESSOR terminates this Agreement as provided in this Paragraph 27, LESSEE shall comply with the requirements of Paragraph 15, "Removal Upon Termination," herein-above. If LESSEE fails to timely remove its property and possessions from the Premises, LESSOR shall have the right to enter the Premises without further notice, take possession of and at LESSORS' sole discretion remove and dispose of or otherwise make use of all such property and possessions and restore the Property to its original condition, reasonable wear and tear excepted at LESSEE's sole cost and expense.

28. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of the LESSEE.

**b. To the extent allowed under Texas law, LESSOR shall hold LESSEE harmless and indemnify the LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by the LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by the LESSEE.**

c. LESSEE represents and warrants that its use of the Premises herein will not generate any Hazardous Substance, and it will not use, store or dispose on the Property nor transport to or over the Property any Hazardous Substance, except for the use of diesel or propane generators and batteries and cleaning solvents as are commonly used in the regular course of LESSEE's business. **LESSEE further agrees to hold LESSOR harmless from and**

**indemnify LESSOR against any release of any such Hazardous Substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof, to the extent caused by LESSEE its employees or agents.** "Hazardous Substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, petroleum or petroleum products, oils, or other similar term by any federal, state or local environment law, regulation or rule presently in effect or promulgated in the future, as such laws, regulation or rules may be amended from time to time. "Hazardous Substance" shall also be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. LESSOR has no knowledge of any Hazardous Substance located on, about or under the LESSOR's Property nor will LESSOR cause any such substance or hazardous condition to exist.

29. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Lease upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, all rental shall abate during the period of such fire or other casualty.

30. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Lease upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease.

31. SUBMISSION OF LEASE. The submission of this Lease for examination does not constitute an offer to lease the Premises and this Lease becomes effective only upon the full execution of this Lease by the Parties. If any provision herein is invalid, it shall be considered deleted from this Lease and shall not invalidate the remaining provisions of this Lease. Each of the Parties hereto warrants to the other that the person or persons executing this Lease on behalf of such party has the full right, power and authority to enter into and execute this Lease on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

32. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable, laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

33. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

34. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

35. UTILITIES. LESSEE shall be responsible directly to the serving entities for all utilities required by LESSEE's use of the Premises, however, LESSOR agrees to cooperate with LESSEE in its efforts to obtain utilities from any location provided by the LESSOR or the servicing utility. Should electric power be provided by LESSOR, LESSEE will install an electric meter and LESSEE's usage shall be read by LESSOR (or, at LESSEE's option and cost, by a meter reading service selected by LESSEE) on a monthly basis and the cost of electricity used by LESSEE shall be paid monthly by LESSEE to LESSOR, upon thirty (30) days written notice thereof, as a payment separate from rent.

36. LIENS. LESSEE shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for LESSEE. LESSEE shall, within thirty (30) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond. No work which LESSOR permits LESSEE to perform on the Premises shall be deemed to be for the use and benefit of LESSOR so that no mechanic's or other lien shall be allowed against the estate of LESSOR by reason of its consent to such work. LESSOR shall have the right to post notices that it is not responsible for payment for any such work.

37. TAXES. LESSEE shall be liable for and shall pay to the applicable taxing authority if billed directly to LESSEE, or to LESSOR if billed to LESSOR, any increase in any property taxes levied against the leased Property which are directly attributable to the improvements constructed by LESSEE and any personal property or trade or other fixtures placed by LESSEE in or about the Premises. LESSOR shall provide to LESSEE a copy of any notice, assessment or billing relating to any property taxes for which LESSEE is responsible under this Agreement within thirty (30) days of receipt of the same by LESSOR. LESSEE shall have no obligation to make payment of any property taxes that are billed directly to LESSOR until LESSEE has received the notice, assessment or billing relating to such payment as set forth in the preceding sentence.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any property tax assessment or billing for which LESSEE is

wholly or partly responsible for payment under this Agreement. LESSOR shall reasonably cooperate with LESSEE in executing any consent to appeal or other similar document that may be required to allow LESSEE to pursue any appeal or challenge to property taxes as set forth in the preceding sentence.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their  
irrespective seals the day and year first above written.

LESSOR: City of McKinney, Texas

By: \_\_\_\_\_  
Jason Gray  
City Manager  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sandy Hart, TRMC, MMC  
City Secretary  
Blanca I. Garcia  
Assistant City Secretary

LESSEE: Dallas MTA, L.P. d/b/a Verizon Wireless,  
by Verizon Wireless Texas, LLC, its general partner

By: \_\_\_\_\_  
Aparna Khurjekar  
Area Vice President Network  
Date: \_\_\_\_\_

Exhibit "A"

35' x 35' LESSEE LEASE AREA

BEING a tract of land situated in the J. Herndon Survey, Abstract No. 391, City of McKinney, Collin County, Texas, also being out of and a portion of that certain tract of land conveyed to the City of McKinney by Special Warranty Deed dated November 29, 2010, and recorded in Instrument No. 20101214001367310, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the most westerly southwest corner of said City of McKinney tract, same being the northwest corner of that certain tract of land conveyed to the Betty M. Bacon G.S.T. Trust by Instrument No. 20060303000279690, Deed Records, Collin County, Texas, and being on the east line of Block F, Inwood Hills Phase 1 Addition, an addition to the City of McKinney, Collin County, Texas, according to the map or plat thereof recorded in Volume 2008, Page 484, Map Records, Collin County, Texas;

THENCE along the north line of said Betty M. Bacon G.S.T. Trust tract, same being the most westerly south line of said City of McKinney tract, North 87 degrees 53 minutes 32 seconds East, a distance of 192.56 feet to a Point;

THENCE through the interior of said City of McKinney tract, North 02 degrees 06 minutes 28 seconds West, a distance of 10.00 feet to the POINT OF BEGINNING hereof;

THENCE continuing through the interior of said City of McKinney tract the following four (4) courses:

1. North 02 degrees 06 minutes 28 seconds West, a distance of 35.00 feet to a Point;
2. North 87 degrees 53 minutes 32 seconds East, a distance of 35.00 feet to a Point;
3. South 02 degrees 06 minutes 28 seconds East, a distance of 35.00 feet to a Point;
4. South 87 degrees 53 minutes 32 seconds West, a distance of 35.00 feet to the POINT OF BEGINNING hereof and containing 0.0281 acres or 1,225 square feet of land, more or less.

25' LESSEE ACCESS EASEMENT

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THENCE through the interior of said City of McKinney tract, North 02 degrees 06 minutes 28 seconds West, passing at a distance of 10.00 feet the southwest corner of the lease area described hereon and continuing for a total distance of 45.00 feet to northwest corner of said lease area and the POINT OF BEGINNING hereof;

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3. Along a curve to the right having a radius of 54.50 feet, an arc distance of 91.29 feet, through a central angle of 95 degrees 58 minutes 30 seconds, and whose chord bears South 44 degrees 07 minutes 13 seconds East, a distance of 80.99 feet to a Point;
4. South 03 degrees 52 minutes 02 seconds West, a distance of 132.64 feet to a Point, same being on the north right-of-way line of Virginia Parkway (120' right-of-way);

THENCE along the north right-of-way line of Virginia Parkway, North 87 degrees 34 minutes 58 seconds West, a distance of 25.01 feet to a Point;

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4. South 02 degrees 06 minutes 28 seconds East, a distance of 4.50 feet to a Point, same being the northeast corner of said lease area;

THENCE along the north line of said lease area, South 87 degrees 53 minutes 32 seconds West, a distance of 35.00 feet to the POINT OF BEGINNING hereof and containing 0.1551 acres or 6,755 square feet of land, more or less.

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4. Along the east line of said lease area, North 02 degrees 06 minutes 28 seconds West, a distance of 5.01 feet to the POINT OF BEGINNING hereof and containing 0.0030 acres or 129 square feet of land, more or less.

Exhibit "B"

LESSEE is authorized to install and maintain the following equipment:

ANTENNA INFORMATION

ANTENNAS: (9) panel antennae @ 145'

Orientation: 0°-120°-240°

Diameter of transmission line: Not to exceed 1-5/8"



Hardin Elevated Storage Tank  
LESSEE Site Name: Virginia\_Parkway

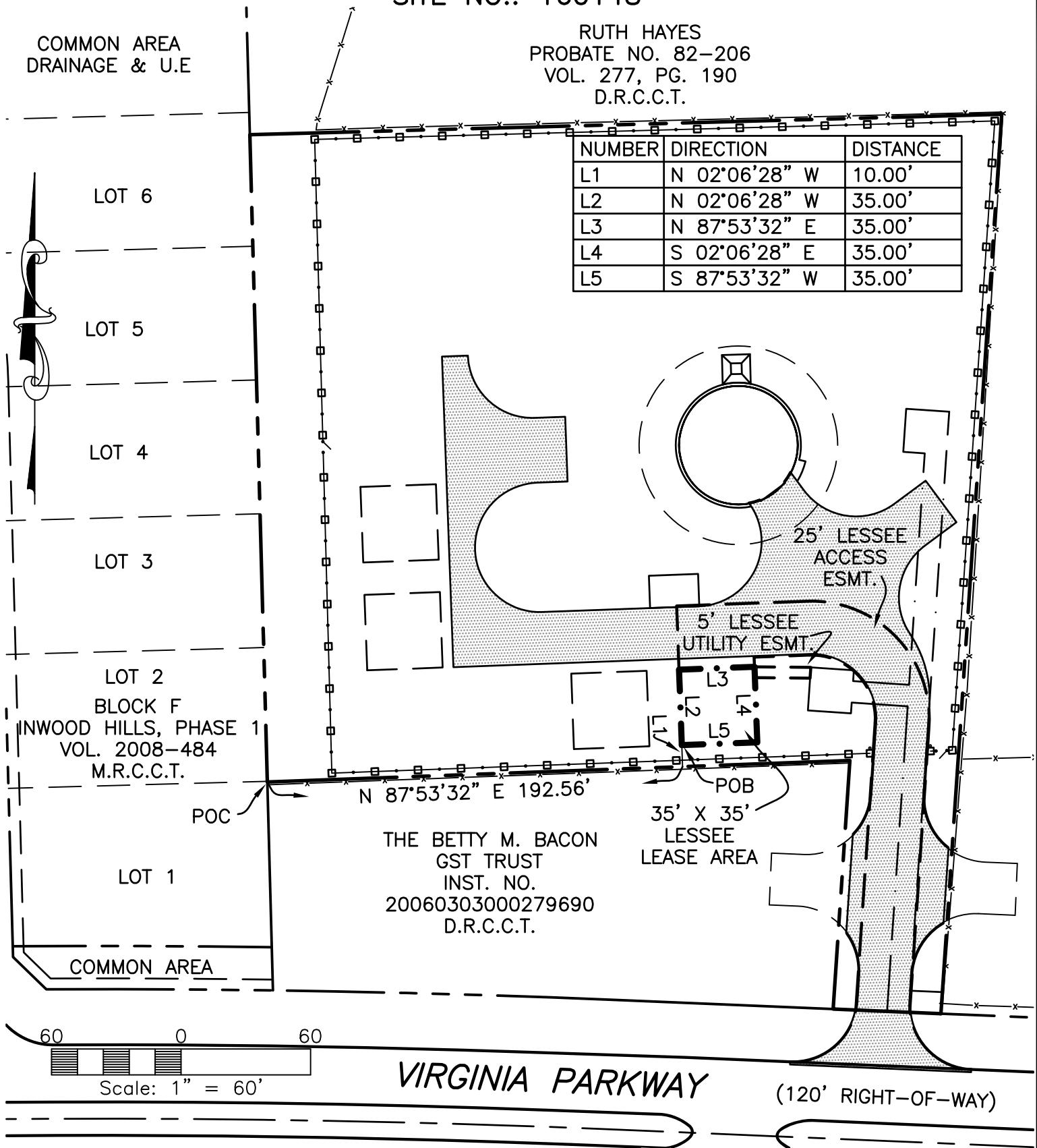
Exhibit "C"

*See attached Survey*

SITE NAME: VIRGINIA\_PARKWAY\_WT  
SITE NO.: 160148

RUTH HAYES  
PROBATE NO. 82-206  
VOL. 277, PG. 190  
D.R.C.C.T.

NUMBER	DIRECTION	DISTANCE
L1	N 02°06'28" W	10.00'
L2	N 02°06'28" W	35.00'
L3	N 87°53'32" E	35.00'
L4	S 02°06'28" E	35.00'
L5	S 87°53'32" W	35.00'



WEBB SURVEYING, INC.  
LAND SURVEYORS  
6313 PRESTON RD.  
SUITE 200  
PLANO, TX 75024  
OFFICE PH.: (972) 781-6600  
FAX PH.: (972) 781-6700  
mail@webbsurveying.com

**verizon**wireless

SITE NAME: VIRGINIA\_PARKWAY\_WT  
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LEGAL DESCRIPTION  
35' x 35' LESSEE LEASE AREA

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**SITE NAME: VIRGINIA\_PARKWAY\_WT**  
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**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

MEMORANDUM OF WATER TOWER LEASE AGREEMENT

This Memorandum made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of McKinney, Texas, with its principal mailing address of 222 N. Tennessee, McKinney, Texas 75070, hereinafter designated LESSOR, and Dallas MTA, L. P. d/b/a Verizon Wireless, with its principal office located at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated LESSEE.

1. LESSOR and LESSEE entered into a Water Tower Lease Agreement (the "Agreement") on \_\_\_\_\_, 20\_\_\_\_, for a term of five (5) years with the right to renew for four (4) additional five (5) year terms, plus automatic five (5) year renewals thereafter, unless terminated in accordance with the terms of the Agreement. A copy of the Agreement is on file at the principal office of the LESSOR and the LESSEE.

2. LESSOR hereby leases to LESSEE a portion of that certain space on LESSOR's water tower located at 3800 Virginia Parkway, McKinney, Texas, and more particularly described as being a 2.4261 acre tract out of the J. Herndon Survey, Abstract No. 391, Collin County, Texas, and being further described in that certain Special Warranty Deed dated November 29, 2010, and recorded as Instrument No. 20101214001367310, Office of the County Clerk, Collin County, Texas, together with a parcel of land sufficient for the installation of LESSEE's equipment building as shown on Exhibit "A", attached hereto and made a part hereof, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, along a twenty-five (25) foot wide right-of-way extending from the nearest public right-of-way, Virginia Parkway, to the demised premises, and the non-exclusive right for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights-of-way from the demised premises, said demised premises and rights-of-way being substantially as described herein in Exhibit "B" and attached hereto and made a part hereof.

3. The Agreement commences on the first day of April, 2014.

4. The terms, covenants and provisions of the Agreement of which this is a Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, hereunto LESSOR and LESSEE have caused this Memorandum to be duly executed on the day and year first written above.

LESSOR: City of McKinney, Texas

By: \_\_\_\_\_  
Jason Gray  
City Manager

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

ATTEST:

\_\_\_\_\_  
Sandy Hart, TRMC, MMC  
City Secretary  
Blanca I. Garcia  
Assistant City Secretary

LESSEE: Dallas MTA, L.P. d/b/a Verizon Wireless,  
by Verizon Wireless Texas, LLC, its general partner

By: \_\_\_\_\_  
Aparna Khurjekar  
Area Vice President Network

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

NOTARY ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF COLLIN

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Jason Gray, City Manager of the City of McKinney, Texas, on behalf of said city. He is personally known to me or has produced a driver's license as identification.

(AFFIX NOTARIAL SEAL)

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

My commission expires:

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

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Aparna Khurjekar, Area Vice President Network of Verizon Wireless Texas, LLC, general partner of Dallas MTA, L.P. d/b/a Verizon Wireless, on behalf of said partnership. He is personally known to me.

(AFFIX NOTARIAL SEAL)

\_\_\_\_\_  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC — STATE OF NORTH CAROLINA

My commission expires:

\_\_\_\_\_  
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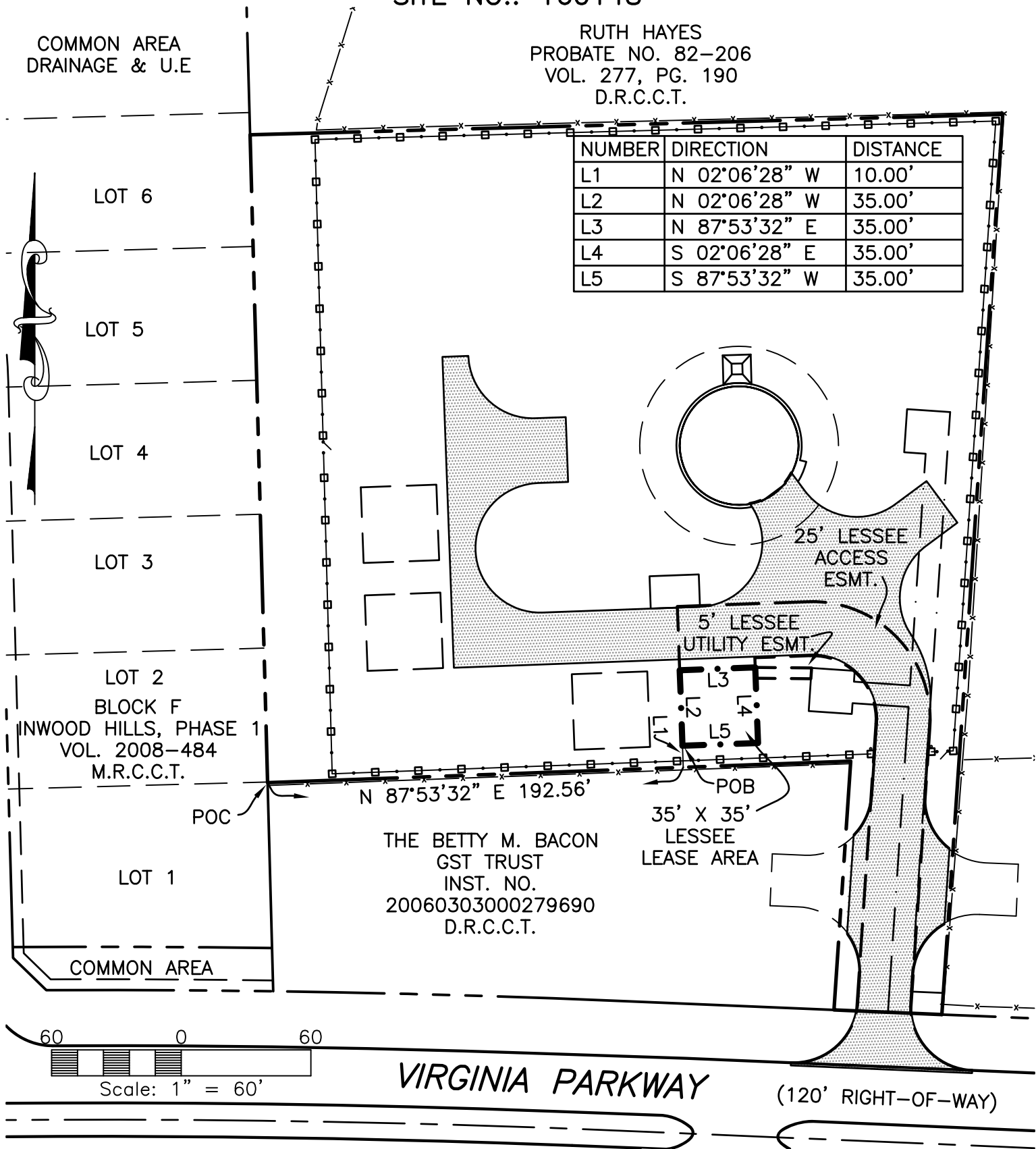
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SITE NO.: 160148

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SUITE 200  
PLANO, TX 75024  
OFFICE PH.: (972) 781-6600  
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mail@webbsurveying.com

**verizon**wireless

SITE NAME: VIRGINIA\_PARKWAY\_WT  
SITE NO.: 160148

LEGAL DESCRIPTION  
35' x 35' LESSEE LEASE AREA

BEING a tract of land situated in the J. Herndon Survey, Abstract No. 391, City of McKinney, Collin County, Texas, also being out of and a portion of that certain tract of land conveyed to the City of McKinney by Special Warranty Deed dated November 29, 2010, and recorded in Instrument No. 20101214001367310, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the most westerly southwest corner of said City of McKinney tract, same being the northwest corner of that certain tract of land conveyed to the Betty M. Bacon G.S.T. Trust by Instrument No. 20060303000279690, Deed Records, Collin County, Texas, and being on the east line of Block F, Inwood Hills Phase 1 Addition, an addition to the City of McKinney, Collin County, Texas, according to the map or plat thereof recorded in Volume 2008, Page 484, Map Records, Collin County, Texas;

THENCE along the north line of said Betty M. Bacon G.S.T. Trust tract, same being the most westerly south line of said City of McKinney tract, North 87 degrees 53 minutes 32 seconds East, a distance of 192.56 feet to a Point;

THENCE through the interior of said City of McKinney tract, North 02 degrees 06 minutes 28 seconds West, a distance of 10.00 feet to the POINT OF BEGINNING hereof;

THENCE continuing through the interior of said City of McKinney tract the following four (4) courses:

1. North 02 degrees 06 minutes 28 seconds West, a distance of 35.00 feet to a Point;
2. North 87 degrees 53 minutes 32 seconds East, a distance of 35.00 feet to a Point;
3. South 02 degrees 06 minutes 28 seconds East, a distance of 35.00 feet to a Point;
4. South 87 degrees 53 minutes 32 seconds West, a distance of 35.00 feet to the POINT OF BEGINNING hereof and containing 0.0281 acres or 1,225 square feet of land, more or less.



WEBB SURVEYING, INC.  
LAND SURVEYORS  
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**SITE NAME: VIRGINIA\_PARKWAY\_WT**  
**SITE NO.: 160148**

**LEGAL DESCRIPTION**  
**25' LESSEE ACCESS EASEMENT**

BEING a tract of land situated in the J. Herndon Survey, Abstract No. 391, City of McKinney, Collin County, Texas, also being out of and a portion of that certain tract of land conveyed to the City of McKinney by Special Warranty Deed dated November 29, 2010, and recorded in Instrument No. 20101214001367310, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the most westerly southwest corner of said City of McKinney tract, same being the northwest corner of that certain tract of land conveyed to the Betty M. Bacon G.S.T. Trust by Instrument No. 20060303000279690, Deed Records, Collin County, Texas, and being on the east line of Block F, Inwood Hills Phase 1 Addition, an addition to the City of McKinney, Collin County, Texas, according to the map or plat thereof recorded in Volume 2008, Page 484, Map Records, Collin County, Texas;

THENCE along the north line of said Betty M. Bacon G.S.T. Trust tract, same being the most westerly south line of said City of McKinney tract, North 87 degrees 53 minutes 32 seconds East, a distance of 192.56 feet to a Point;

THENCE through the interior of said City of McKinney tract, North 02 degrees 06 minutes 28 seconds West, passing at a distance of 10.00 feet the southwest corner of the lease area described hereon and continuing for a total distance of 45.00 feet to northwest corner of said lease area and the POINT OF BEGINNING hereof;

THENCE continuing through the interior of said City of McKinney tract the following four (4) courses:

1. North 02 degrees 06 minutes 28 seconds West, a distance of 29.50 feet to a Point;
2. North 87 degrees 53 minutes 32 seconds East, a distance of 60.59 feet to a Point;
3. Along a curve to the right having a radius of 54.50 feet, an arc distance of 91.29 feet, through a central angle of 95 degrees 58 minutes 30 seconds, and whose chord bears South 44 degrees 07 minutes 13 seconds East, a distance of 80.99 feet to a Point;
4. South 03 degrees 52 minutes 02 seconds West, a distance of 132.64 feet to a Point, same being on the north right-of-way line of Virginia Parkway (120' right-of-way);

THENCE along the north right-of-way line of Virginia Parkway, North 87 degrees 34 minutes 58 seconds West, a distance of 25.01 feet to a Point;

THENCE through the interior of said City of McKinney tract the following four (4) courses:

1. North 03 degrees 52 minutes 02 seconds East, a distance of 133.27 feet to a Point;
2. Along a curve to the left having a radius of 29.50 feet, an arc distance of 49.41 feet, through a central angle of 95 degrees 58 minutes 30 seconds, and whose chord bears North 44 degrees 07 minutes 13 seconds West, a distance of 43.84 feet to a Point;
3. South 87 degrees 53 minutes 32 seconds West, a distance of 25.59 feet to a Point;
4. South 02 degrees 06 minutes 28 seconds East, a distance of 4.50 feet to a Point, same being the northeast corner of said lease area;

THENCE along the north line of said lease area, South 87 degrees 53 minutes 32 seconds West, a distance of 35.00 feet to the POINT OF BEGINNING hereof and containing 0.1551 acres or 6,755 square feet of land, more or less.



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SITE NAME: VIRGINIA\_PARKWAY\_WT  
SITE NO.: 160148

LEGAL DESCRIPTION  
5' LESSEE UTILITY EASEMENT

BEING a tract of land situated in the J. Herndon Survey, Abstract No. 391, City of McKinney, Collin County, Texas, also being out of and a portion of that certain tract of land conveyed to the City of McKinney by Special Warranty Deed dated November 29, 2010, and recorded in Instrument No. 20101214001367310, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the most westerly southwest corner of said City of McKinney tract, same being the northwest corner of that certain tract of land conveyed to the Betty M. Bacon G.S.T. Trust by Instrument No. 20060303000279690, Deed Records, Collin County, Texas, and being on the east line of Block F, Inwood Hills Phase 1 Addition, an addition to the City of McKinney, Collin County, Texas, according to the map or plat thereof recorded in Volume 2008, Page 484, Map Records, Collin County, Texas;

THENCE along the north line of said Betty M. Bacon G.S.T. Trust tract, same being the most westerly south line of said City of McKinney tract, North 87 degrees 53 minutes 32 seconds East, a distance of 192.56 feet to a Point;

THENCE through the interior of said City of McKinney tract the following two (2) courses:

1. North 02 degrees 06 minutes 28 seconds West, passing at a distance of 10.00 feet the southwest corner of the lease area described hereon and continuing for a total distance of 45.00 feet to northwest corner of said lease area;
2. Along the north line of said lease area, North 87 degrees 53 minutes 32 seconds East, a distance of 35.00 feet to the northeast corner of said lease area and the POINT OF BEGINNING hereof;

THENCE continuing through the interior of said City of McKinney tract the following four (4) courses:

1. South 89 degrees 28 minutes 55 seconds East, a distance of 26.10 feet to a Point;
2. South 03 degrees 52 minutes 02 seconds West, a distance of 5.01 feet to a Point;
3. North 89 degrees 28 minutes 55 seconds West, a distance of 25.58 feet to a Point, same being on the east line of said lease area;
4. Along the east line of said lease area, North 02 degrees 06 minutes 28 seconds West, a distance of 5.01 feet to the POINT OF BEGINNING hereof and containing 0.0030 acres or 129 square feet of land, more or less.



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