

GROUND AND TOWER LEASE AGREEMENT

THIS GROUND AND TOWER LEASE AGREEMENT (“Lease”), is entered into as of the ____ day of _____, 2014, by and between the *CITY OF MCKINNEY*, a Texas municipal corporation (“OWNER”), and *New Cingular Wireless PCS, LLC, a Delaware limited liability company*, having a mailing address of 575 Morosgo Dr. NE, Suite 13-F West Tower, Atlanta, Georgia 30324 (“TENANT”).

In consideration of the premises and of the mutual obligations and agreements in this Lease, the parties agree as follows:

1) THE LEASED SITE

a) OWNER is the owner of a certain parcel of real property situated at 109 Industrial Blvd., McKinney, County of Collin, State of Texas, that is more specifically described on the attached Exhibit “A” (“OWNER’s Property”). OWNER has constructed or caused a water tower to be constructed on OWNER’s Property commonly known as or referred to as the Community WT Water Tower (“Tower”).

b) TENANT hereby desires to lease a portion of the space on the Tower together with a 20’ by 20’ portion of the OWNER’s Property, together with a non-exclusive right of ingress, egress and other access and a non-exclusive right to install certain utilities, including but not limited to power, telco and fiber, approved by OWNER on OWNER’s Property (the “Leased Site”). The ground space portion of the Leased Site which is the subject of this Lease shall be situated on OWNER’s Property substantially as shown on the attached Exhibit “B”. With respect to the portion of the Leased Site situated on the Tower, its location and orientation are set forth on the attached Exhibit “C”. Exhibit “C” also shows the general location for the installation of the Antenna Facilities. As used herein, “Antenna Facilities” shall be deemed to mean all equipment, cables, accessories, including antenna support structures, shelters or cabinets, to be used by TENANT in connection with the operation of its telecommunications facility on the Leased Site, as described on Exhibit “C” hereto. TENANT may modify the Antenna Facilities from time to time only as permitted by this Lease, including as specified in Section 3)f). TENANT shall have the non-exclusive right to run cables, wires, conduits and pipes under, over and across OWNER’s Property to connect TENANT’s Antenna Facilities on the Tower to its Antenna Facilities in its equipment building, if any, to be constructed on the ground space portion of the Leased Site, such cables, wires, conduits and pipes shall be situated in the areas identified on Exhibits “B” and “C” hereto.

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TENANT, its agents, employees, contractors, subcontractors and authorized representatives may park their vehicles on OWNER's Property when TENANT is constructing, removing, replacing, servicing, maintaining, securing and/or operating its Antenna Facilities as provided in this Lease.

c) TENANT may not install additional equipment and/or antennas to the Tower from that shown on Exhibit "C" without OWNER's prior written approval, except that TENANT may: i) replace or repair the Antenna Facilities on the ground within the footprint of the Leased Site without OWNER's consent and ii) replace the Antenna Facilities on the Tower with comparable Antenna Facilities provided said equipment does not increase its footprint on or loading of the Tower. TENANT will also be allowed to make such alterations to TENANT's Antenna Facilities in order to ensure that TENANT's Antenna Facilities comply with all applicable federal, state or local laws, rules or regulations, subject to Section 3)f). OWNER reserves the right to perform structural or cosmetic maintenance on the Tower. OWNER shall give TENANT at least forty-five (45) days' prior notice of the intended work and the opportunity to either temporarily relocate its antennas to allow TENANT's continued operation, or to secure the antennas and the Antenna Facilities to protect them from damage. If TENANT chooses to temporarily relocate the antennas or the Antenna Facilities, upon OWNER's prior written consent of the dimensions and location, TENANT will be permitted to install a temporary facility. If OWNER conducts maintenance, OWNER may require TENANT to relocate its Antenna Facilities to a mutually agreeable location on the Tower, temporarily, within forty-five (45) days after written notice from OWNER. Any relocation expenses shall be the sole responsibility of TENANT. This Lease is not a franchise nor is it a permit to use City rights-of-way. Any such franchise or permit must be obtained separately from OWNER.

d) TENANT's equipment building, if any, on the ground portion of the Leased Site shall be installed on a slab foundation at TENANT's expense and shall be painted to match the Tower. In addition, the Antenna Facilities shall be painted by TENANT to match the Tower and TENANT shall comply with any and all landscaping requirements imposed by OWNER. Said equipment building and Antenna Facilities shall be owned by TENANT and shall be removed from the site by TENANT within a reasonable period of time not to exceed ninety (90) days following termination of this Lease. TENANT shall restore the Leased Site to its original condition, reasonable wear and tear and loss due to casualty beyond TENANT's control excepted. Notwithstanding the foregoing, TENANT will not be required to remove any foundations or underground utilities. The equipment building shall be used to house TENANT's communications equipment and all associated or related equipment of any type as deemed necessary or desirable by TENANT. The equipment building will be placed adjacent to the Tower in the location described on Exhibit B".

e) At such time as OWNER and TENANT may agree, this Lease may be amended by letter agreement or schedule along with the exhibits referenced herein, executed by both TENANT

and OWNER, to provide for placement of additional antennas on the Tower, such antennas being subject to the terms and conditions set forth herein unless otherwise provided therein. With regard to rent, the additional antenna shall be subject to the provisions of Section 3)f) below.

2) LEASE AND EASEMENT

a) OWNER leases the Leased Site to TENANT and grants to TENANT a non-exclusive easement (during the term of this Lease) to access the Leased Site to install, remove, replace, and maintain the Antenna Facilities.

b) TENANT shall have access to the Leased Site, including the Tower, only with prior notice to OWNER. TENANT shall notify OWNER twenty-four (24) hours in advance, except in an emergency, in which case TENANT shall only have access to (i) the portion of the Leased Site outside of the access gate without prior notice; (ii) the portion of the Leased Site inside of the access gate, excluding the Tower, upon notifying OWNER and obtaining the access code for the access gate. A representative of OWNER shall accompany TENANT on the Leased Site. The foregoing shall not limit OWNER's right to access the Leased Site at reasonable times to examine and inspect the premises for safety reasons or to ensure that the TENANT's covenants are being met, provided that OWNER shall not disrupt TENANT's operations and shall be accompanied by a representative of TENANT at all times.

3) TERM AND RENT

a) The initial term of this Lease shall be five (5) years (the "Initial Term"), commencing on the first day of the month following the date that TENANT commences construction (the "Rent Commencement Date") and expire on the fifth anniversary thereof. During the Initial Term, TENANT shall pay to OWNER as a lease payment the sum of One Thousand Five Hundred and No/100 Dollars (\$1,500.00) per month, such payment being due in advance on or before the fifth (5th) day of the respective month. However, TENANT may aggregate its lease payments by paying annually, in advance. The initial rent payment will be forwarded by TENANT to OWNER within thirty (30) days after the Rent Commencement Date.

b) Upon the expiration of the Initial Term, this Lease shall be automatically extended for one (1) Renewal Term of five (5) additional years unless TENANT notifies OWNER in writing at least ninety (90) days prior of its intention not to renew the Lease. Thereafter, upon the expiration of the first Renewal Term, unless TENANT notifies OWNER of its intention not to renew the Lease at least ninety (90) days prior to the end of the then effective term, this Lease shall automatically renew and may extend for up to three (3) additional five (5) year Renewal Terms, each term beginning upon the expiration of the term then in effect. Such three (3) additional five year Renewal Terms shall also be subject to OWNER's right to terminate.

c) Beginning upon the commencement of each Renewal Term, the monthly rent shall be increased by an amount equal to fifteen percent (15%) of the then current rent. As provided above, the monthly rent shall be due in advance on or before the fifth (5th) day of the respective month. However, TENANT may aggregate its lease payments by paying annually, in advance.

d) Should this Lease still be in effect at the conclusion of all of the Renewal Terms provided for herein, this Lease shall continue in effect on the same terms and conditions [other than monthly rent which shall be an amount equal to the monthly rent in effect for the preceding year, increased by fifteen percent (15%)] for a further period of one (1) year, and for like annual periods thereafter, until and unless terminated by either party by giving to the other at least thirty (30) days prior written notice of its intention to so terminate.

e) TENANT shall pay OWNER a late payment charge equal to five percent (5%) of the late payment for any payment (including rental payments) not paid when due. Any amounts not paid when due shall bear interest until paid at the lesser of the rate of two percent (2%) per month or the highest rate permitted by law.

f) TENANT may maintain, repair or replace the Antenna Facilities on the ground within the footprint of the Leased Site upon notice to OWNER. TENANT may repair, update or replace the Antenna Facilities on the Tower from time to time upon fifteen (15) days prior written notice to OWNER, provided that the replacement facilities are comparable in number and size to the existing Antenna Facilities and do not increase its footprint on or the loading of the Tower and provided further that any change in their location on the Tower or outside the footprint of the ground space that is part of the Leased Site is approved in writing by OWNER. In the event of an emergency, TENANT will not be required to give fifteen (15) days' notice, but shall give as much notice as is feasible under the circumstances. For any modification or replacement requiring OWNER approval, TENANT shall submit to OWNER a detailed proposal for any such replacement facilities and any supplemental materials as may be requested, for OWNER's evaluation and approval (the "Plans"). Upon OWNER's written consent and approval, the Plans will be considered incorporated in this Lease as Exhibit C. If TENANT proposes to install any additional Antenna Facilities to the Tower other than those listed on Exhibits "B" and "C" (excluding maintenance, repair or replacement of existing equipment as described above), OWNER reserves the right to condition its consent and approval on an increase in the monthly rent, such rent being subject to the same escalation during Renewal Terms.

4) USE OF THE LEASED SITE

a) TENANT shall use the Leased Site for the installation, operation, and maintenance of its Antenna Facilities for the transmission, reception and operation of a communications system

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and uses incidental thereto and for no other uses. By taking possession of the Leased Site, TENANT accepts the Leased Site in the condition existing as of the commencement date of the Lease. OWNER makes no representation or warranty with respect to the condition of the Leased Site and OWNER shall not be liable for any latent or patent defect in the Leased Site. OWNER may permit others to use other portions of OWNER's Property (including the Tower), provided, however, TENANT shall have the exclusive use of the Antenna Facilities and equipment building owned by TENANT and the locations on the Tower as shown on Exhibit "C" hereto. TENANT may erect and operate additional Antenna Facilities on OWNER's Property only upon OWNER's written consent in accordance with the terms of this Lease, including as specified in Section 3)f).

TENANT shall, at its expense, comply with all applicable present and future federal state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety) in connection with the use, operation, maintenance, construction and/or installation of the Antenna Facilities. OWNER agrees to reasonably cooperate with TENANT in obtaining, at TENANT's expense, Governmental Approvals (as defined below) required for or substantially required for TENANT to use OWNER's Property.

b) OWNER acknowledges that TENANT's ability to use the Leased Site for its intended purposes is contingent upon TENANT's obtaining and maintaining, both before and after the commencement date of this Lease, all of the certificates, permits, licenses, approvals or other relief required of or deemed necessary or appropriate by TENANT for its use of the Leased Site, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively known as "Governmental Approvals") that may be required by any federal, state or local authority for the foregoing uses and improvements to the Leased Site desired by TENANT. OWNER shall promptly cooperate with TENANT in TENANT's efforts to obtain such Governmental Approvals and shall take no action that would adversely affect TENANT's obtaining or maintaining such Governmental Approvals. Provided, however, that TENANT acknowledges that OWNER is the municipality in which the Leased Site is located and OWNER's agreement to reasonably cooperate with and refrain from action that would adversely affect TENANT's efforts to obtain Governmental Approvals shall not bind the OWNER, its City Council, its boards, its commissions or its employees to approve any license, permit, variance, zoning request.

c) TENANT shall, at its own expense, maintain the Leased Site and any equipment on or attached to the Leased Site in a safe condition, in good repair, in compliance with applicable law and the terms of this Lease and in a manner so as not to conflict with the use of or other leasing of the Leased Site by OWNER, subject to the terms of Section 18 herein.

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d) TENANT shall have sole responsibility for the maintenance, repair, and security of its equipment and personal property, Antenna Facilities, and leasehold improvements located on the Leased Site, and shall keep the same in good repair and condition during the Lease term.

e) TENANT shall keep the Leased Site free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference with use of the OWNER'S Property by its employees or agents, in violation of applicable law.

f) In the event the OWNER or any other tenant undertakes painting, construction or other alterations on OWNER'S Property that may impact the Leased Site, TENANT shall take reasonable measures at TENANT'S sole cost to cover or temporarily remove TENANT'S equipment, personal property or Antenna Facilities and protect such from paint and debris fallout which may occur during the painting, construction or alteration process. OWNER agrees to use its reasonable efforts to permit TENANT to place temporary transmission and reception facilities on OWNER'S Property at no additional Rent until such time as TENANT is able to reinstall TENANT'S equipment, personal property or Antenna Facilities on the Tower. OWNER is not responsible or liable for any damage or injury that may occur if TENANT elects not to temporarily remove its Antenna Facilities, equipment or other personal property. All such construction, repairs or alterations shall be subject to the terms of Section 19 hereof.

g) 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.

h) All antennas 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.

i) TENANT has the right, at TENANT'S sole cost and expense, to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have OWNER'S Property surveyed by a surveyor of its choice.

j) TENANT may also perform and obtain, at TENANT'S sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under OWNER'S Property, necessary to determine if TENANT'S use of the Leased Site will be compatible with TENANT'S engineering specifications, system, design, operations or Governmental Approvals so far as TENANT'S testing and investigation does not impair or adversely impact OWNER'S use of the Property, at OWNER'S sole determination..

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k) OWNER will, subject to the availability of funds budgeted for said purpose, maintain and repair OWNER's Property and access thereto, the Tower, and all areas of the Leased Site where TENANT does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear, damage from the elements, and damage caused by TENANT or any other third-party in which event the party responsible for such damage shall be obligated to make any such repairs. OWNER will be responsible for maintenance of OWNER's landscaping on OWNER's Property. To the extent TENANT is required in connection with its Governmental Approvals to install landscaping on or about OWNER's Property, TENANT shall be responsible for the maintenance and, if necessary, replacement of and only of such required landscaping. In this regard it is specifically understood and agreed that TENANT shall first obtain OWNER's consent to the type and placement of landscaping upon and about OWNER's Property.

5) TERMINATION

a) In addition to the other events giving rise to a right of lease termination, as such are set forth in this Lease, if any of the following occurs, TENANT shall have the right to immediately terminate this Lease for cause by giving written notice to OWNER of such termination if:

i) TENANT determines, in its sole discretion, that it will be unable to obtain all necessary Governmental Approvals for TENANT's intended use of and improvements to the Leased Site desired by TENANT; or

ii) TENANT's application for any Governmental Approvals necessary for TENANT's use of the Leased Site and improvements desired by TENANT is denied; or

iii) any Governmental Approvals necessary for TENANT's use of the Leased Site and/or improvements to the Leased Site, whether now or hereafter desired by TENANT, are canceled, expired, lapsed or are otherwise withdrawn, terminated or denied so that TENANT, in its reasonable judgment, determines that it will no longer be able to use the Leased Site for TENANT's intended use; or

iv) the Federal Communications Commission (which allocates the frequencies at which TENANT may operate its antennas and equipment) changes the frequencies at which TENANT operates its antennas and equipment, which change, in TENANT's reasonable judgment, renders its operation of a communications facility at the Leased Site obsolete; or

v) TENANT obtains results of a radio test, survey, title report or environmental study that indicates the Lease Site cannot be used by TENANT for its intended use.

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Each of the above conditions shall operate independently with regard to each Tower location leased by TENANT within the Leased Site. Any termination notice rendered by TENANT pursuant to this Section shall cause the respective portion of the Lease to expire with the same force and effect as though the date set forth in such notice was the date originally set as the expiration date of the Lease. In the event of such termination, any prepaid, unearned rent shall be refunded to TENANT by OWNER.

b) During the Lease term, provided that TENANT is not then in default under this Lease, TENANT may terminate and cancel all or a portion of this Lease if TENANT determines that any portion of the Leased Site have become unsuitable for TENANT's operations, upon ninety (90) days written notice to OWNER and upon payment in cash to OWNER of a termination fee equal to six (6) months' rent at the rate then in effect. As to such termination fee, TENANT shall receive a credit equal to the amount of any unearned rent as of the date of such termination.

6) ASSIGNMENT AND SUBLETTING

a) Except to a "Partner Company," "Affiliate" or "Subsidiary" of TENANT (as defined below), TENANT shall not assign this Lease, or allow it to be assigned, in whole or in part, by operation of law or otherwise, or mortgage or pledge the same, or sublet the Leased Site, or any part thereof, without the prior written consent of OWNER, such consent not to be unreasonably withheld or delayed.

b) All references to "TENANT" shall be deemed to include any Partner Company or Affiliate of New Cingular Wireless PCS, LLC using the Leased Site for any permitted use or otherwise exercising the rights of TENANT pursuant to this Lease. Each of the partners of TENANT is a Partner Company. An Affiliate of an entity is any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise. A Subsidiary of an entity is any entity eighty percent (80%) or more of the ownership of which is owned by such entity.

c) No consent by OWNER to any assignment or sublease by TENANT shall relieve TENANT of any obligation to be performed by TENANT under this Lease, arising before the assignment or sublease. The consent by OWNER to any assignment or sublease shall not relieve TENANT from the obligation to obtain OWNER's express written consent to any other assignment or sublease.

d) Any sale or other transfer, including by consolidation, merger or reorganization, of a majority of the voting stock of TENANT, if TENANT is a corporation, or any sale or other transfer

of a majority in interest (whether of profits, losses, capital or voting power) or a majority of the persons comprising the managers of the partnership, if TENANT is a partnership, shall not be an assignment for purposes of this Section 6).

7) FIRE OR OTHER CASUALTY

a) OWNER will provide notice to TENANT of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Antenna Facilities or Property is damaged by casualty or other harm as to render the Leased Site unsuitable, then TENANT may terminate this Lease by providing written notice to OWNER, which termination will be effective as of the date of such casualty or other harm. OWNER agrees to permit TENANT to place temporary transmission and reception facilities on the Property, but only until such time as TENANT is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Lease, such temporary facilities will be governed by all of the terms and conditions of this Lease, including Rent. If the Tower, or access to it, is damaged or destroyed by a casualty covered by OWNER's insurance carrier, at OWNER's option and sole discretion, OWNER may commence appropriate repairs. Should OWNER commence repairs, they shall be diligently prosecuted to completion entirely at OWNER's expense. If OWNER decides to repair the Tower and TENANT has not exercised its right to terminate this Lease, this Lease shall continue in full force and effect. If, however, the Tower is damaged to the extent that OWNER decides not to repair it, OWNER shall deliver written notice to TENANT, within thirty (30) days after the casualty, of OWNER's election not to repair, restore and/or reconstruct the Tower. OWNER may offer to TENANT an alternate site on which TENANT may relocate in accordance with Section 7)c) below. If, as a result of any such casualty, any portion of the Leased Site becomes totally or partially unusable by TENANT, rent shall abate during the period of repair in the same proportion to the total rent as the portion of the Leased Site rendered unusable bears to the entirety of the Leased Site.

b) If OWNER i) undertakes the repair, restoration and/or reconstruction of the Tower(s) or of any access thereto, but fails to complete such repair, restoration and/or reconstruction within forty-five (45) days after the casualty, ii) notifies TENANT of OWNER's intention not to repair restore and/or reconstruct the Tower, or iii) fails to deliver to TENANT the written notice required under Section 7)a) within thirty (30) days, then TENANT may immediately cancel this Lease by giving written notice of its election to cancel to OWNER.

c) OWNER agrees that during any period of repair, restoration and/or reconstruction, OWNER will exercise its best efforts to designate a site TENANT may use, provided such site is available. The exact site to which TENANT may relocate will be determined by OWNER, and it may be upon any portion of OWNER's Property (or other property owned or controlled by

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OWNER), provided that TENANT reasonably approves the site as equally suitable for TENANT's use as set forth in this Lease.

8) INDEMNIFICATION AND INSURANCE

a) TENANT hereby agrees to indemnify and hold OWNER harmless from and against any and all claims of liability for personal injury, property damage or business interference to the extent that they result from or arise out of the acts or omissions of TENANT, its agents and employees in, on or about the Tower and/or the Leased Site, whether during the installation of the Antenna Facilities and equipment, or the operation and/or maintenance of such.

b) During the Term, TENANT will carry, at its own cost and expense, the following insurance: i) workers' compensation insurance as required by law; and ii) commercial general liability (CGL) insurance with respect to its activities on OWNER's Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. TENANT's CGL insurance shall contain a provision including OWNER as an additional insured. Such additional insured coverage:

i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by TENANT, its employees, agents or independent contractors;

ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of OWNER, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of OWNER, its employees, agents or independent contractors; and

iii) shall not exceed TENANT's indemnification obligation under this Lease, if any.

c) Notwithstanding the foregoing, TENANT shall have the right to self-insure the coverages required in subsection a). In the event TENANT elects to self-insure its obligation to include OWNER as an additional insured, the following provisions shall apply (in addition to those set forth in subsection a)):

i) OWNER shall promptly and no later than thirty (30) days after notice thereof provide TENANT with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide TENANT with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; and

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(ii) OWNER shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of TENANT; and

(iii) OWNER shall fully cooperate with TENANT in the defense of the claim, demand, lawsuit, or the like.

d) Notwithstanding the foregoing, TENANT's right to self-insure shall be subject to the following: i) any and all self-insurance for workers' compensation or automobile liability must comply with applicable state laws; ii) TENANT's parent company includes TENANT in the self-insured program; and iii) TENANT's parent company must have an aggregate net worth equal to or greater than \$100,000,000 as evidenced by the parent company's most recent annual report.

e) TENANT shall provide OWNER with a certificate of insurance for required coverages issued by an insurance company authorized to do business in Texas. TENANT will provide OWNER with a renewal certificate within ten (10) business days of OWNER's written request for such certificate. Any insurance required to be provided by TENANT under this Section 8) may be provided by a blanket insurance policy covering the Leased Site and other locations of TENANT, provided such blanket insurance policy complies with all of the other requirements of this Lease with respect to the type and amount of insurance required.

f) TENANT shall provide OWNER with at least thirty (30) days' prior written notice of any required policy that is cancelled or non-renewed and is not replaced.

g) TENANT agrees to indemnify and save harmless OWNER from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Lease.

h) TENANT 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 is reasonable and prudent as determined by TENANT in its commercially reasonable discretion.

i) Once during each calendar year during the term of this Lease, OWNER may review the insurance coverages to be carried by TENANT. If OWNER reasonably determines that higher limits of coverage are necessary to protect the interests of OWNER, TENANT shall be so notified and shall obtain the additional limits of insurance, at its sole cost and expense.

9) UTILITIES

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

OWNER hereby grants to any company providing utility or similar services, including electrical power and telecommunications, to TENANT an easement over the Property at a mutually agreeable location, from an open and improved public road to the Leased Site, and upon the Leased Site, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Leased Site. Upon TENANT's or the service company's request, OWNER will execute a separate recordable easement evidencing this grant, at no cost to TENANT or the service company.

10) RIGHTS TO EQUIPMENT; CONDITION ON SURRENDER

TENANT's Antenna Facilities shall remain personal to and the property of TENANT. At the termination or expiration of this Lease, TENANT shall: i) remove its Antenna Facilities, ii) repair any damage caused by such removal, iii) with respect to any land leased, remove all of its equipment to two feet below grade, and iv) otherwise surrender the Leased Site at the expiration of the term (as the same may have been extended or the earlier termination thereof) in good condition, ordinary wear and tear, damage by fire and other casualty excepted. If such time for removal causes TENANT to fail to fully surrender the Leased Site for more than ninety (90) days after termination of this Lease, TENANT 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.

11) DEFAULTS

a) The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder by TENANT:

i) The failure by TENANT to make any payment of rent or any other payment required to be made by TENANT hereunder, as and when due, where such failure shall continue for

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a period of twenty (20) calendar days after written notice thereof is received by TENANT from OWNER.

ii) The failure by TENANT to observe or perform any of the covenants or provisions of this Lease to be observed or performed by TENANT, other than as specified in Section 11)a)i), where such failure shall continue for a period of thirty (30) days after written notice thereof is received by TENANT from OWNER; provided, however, that it shall not be deemed an Event of Default by TENANT if the nature of the cure is such that it reasonably requires more than thirty (30) days and TENANT shall commence to cure such failure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

b) The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder by OWNER:

i) OWNER's failure to provide access to the Leased Site as required by Section 2 of this Lease within twenty-four (24) hours after written notice of such failure.

ii) OWNER's failure to cure an interference problem as required by Section 18) of this Lease within seventy-two (72) hours after written notice of such failure. No such failure, however, will be deemed to exist if OWNER has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of OWNER.

iii) OWNER's failure to perform any other term, condition or breach of any warranty or covenant under this Lease within forty-five (45) days of written notice from TENANT specifying the failure. No such failure, however, will be deemed to exist if OWNER has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of OWNER.

c) If there occurs an Event of Default by TENANT, in addition to any other remedies available to OWNER at law or in equity, OWNER shall have option to terminate this Lease and all rights of TENANT hereunder.

d) If there occurs an Event of Default by TENANT and the Lease is terminated, OWNER shall have the right to re-enter the Leased Site and remove persons or property from the Leased Site or the Tower if TENANT fails to do so within sixty (60) days from the termination date of the LEASE.

Site Name: Hwy 5 / Wilson Creek Pkwy
Site Number/Fixed Asset Number: DXU2823 / 12572510

d) If OWNER remains in default beyond any applicable cure period, TENANT will have: i) the right to cure OWNER's default and invoice Landlord for such costs, and ii) any and all other rights available to it under law and equity.

12) NOTICES

All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice). Notice by any other method (whether by hand-delivery, overnight delivery service, or otherwise) shall only be deemed effective upon receipt by the intended recipient. Should OWNER or TENANT have a change of address, the other party shall immediately be notified as provided in this Section of such change. Unless OWNER otherwise specifies in writing, rent checks from TENANT shall be sent to the person listed below to whom notices are sent.

TENANT:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: DXU2823; Cell Site Name: Hwy 5 / Wilson Creek Pkwy (TX)
Fixed Asset No.: 12572510
575 Morosgo Dr. NE
Suite 13-F West Tower
Atlanta, GA 30324

With a copy to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: DXU2823; Cell Site Name: Hwy 5 / Wilson Creek Pkwy (TX)
Fixed Asset No.: 12572510
208 S. Akard Street
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

OWNER:

City of McKinney
Attn: Finance Department
Address: 222 N. Tennessee Street

Site Name: Hwy 5 / Wilson Creek Pkwy
Site Number/Fixed Asset Number: DXU2823 / 12572510

McKinney, Texas 75069

With a copy to:

Brown & Hofmeister, L.L.P.
740 E. Campbell Road, Suite 800
Richardson, Texas 75081
Attn: Mark Houser, Esq.
City Attorney

The copy sent to the City Attorney is an administrative step which alone does not constitute legal notice.

13) SALE OR TRANSFER BY OWNER

Should OWNER, at any time during the term of this Lease, sell, lease, transfer or otherwise convey all or any part of OWNER's Property to any transferee other than TENANT, then such transfer shall be under and subject to this Lease and all of TENANT's rights hereunder.

14) HAZARDOUS SUBSTANCES

a) TENANT represents and warrants that its use of the Leased Site herein will not generate any hazardous substance, and it will not store or dispose on the Leased Site nor transport to or over the Leased Site any hazardous substance. TENANT further agrees to hold OWNER harmless from and indemnify OWNER against any release of any such hazardous substance by TENANT, its employees or agents and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the negligence of OWNER, 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, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall 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. OWNER has no knowledge of any Hazardous substance located on or about the OWNER's Property nor will OWNER allow any such substance or hazardous condition to exist. To OWNER's knowledge, OWNER's Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation.

15) CONDEMNATION

a) In the event the whole of OWNER's Property, including without limitation the Leased Site and the Tower, shall be taken or condemned, either temporarily or permanently, for public purposes, or sold to a condemning authority under threat of condemnation to prevent taking, then this Lease shall forthwith automatically cease and terminate.

b) In the event any portion of the Leased Site or the Tower shall be taken or condemned, either temporarily or permanently, for public purposes, or sold to a condemning authority under threat of condemnation to prevent taking, then OWNER agrees that TENANT may use and/or construct upon an alternative portion of OWNER's Property, as selected by OWNER, which is equally suitable for TENANT's purposes, provided such space is available. The exact site to which TENANT may relocate will be determined by OWNER, and it may be upon any portion of OWNER's Property (or other property owned or controlled by OWNER), provided that TENANT reasonably approves the site as equally suitable for TENANT's intended uses. OWNER will designate a site to which TENANT may relocate prior to the taking, condemnation or sale. In the event no alternative portion of the OWNER's Property (or other property owned or controlled by OWNER) is equally suitable for the purposes of TENANT, then this Lease shall forthwith automatically cease and terminate.

c) OWNER shall receive the entire condemnation award for land, the Tower and such other improvements as are paid for by OWNER, and TENANT hereby expressly assigns to OWNER any and all right, title and interest of TENANT now or hereafter arising in and to any such award. TENANT shall have the right to recover from such authority, but not from OWNER, any compensation as may be awarded to TENANT on account of the leasehold interest, moving and relocation expenses, and depreciation to and removal of the personal property and fixtures of TENANT.

16) LIENS

TENANT will not subject OWNER's Property to any mechanic's lien or any other lien whatsoever. If any mechanic's lien or other lien, charge or order for payment of money is filed as a result of the act or omission of TENANT in connection with this Lease, TENANT will cause such lien, charge or order to be discharged, released, or appropriately bonded or otherwise reasonably secured ("Secured") within thirty (30) days after notice from OWNER thereof. If TENANT fails to cause the lien or encumbrance to be Secured within the thirty (30) day period, then OWNER will be entitled to do so at TENANT's expense. No work which OWNER permits TENANT to perform on the Leased Site shall be deemed to be for the use and benefit of OWNER so that no mechanic's or other lien shall be allowed against the estate of OWNER by reason of its

Site Name: Hwy 5 / Wilson Creek Pkwy
Site Number/Fixed Asset Number: DXU2823 / 12572510

consent to such work. OWNER shall have the right to post notices that it is not responsible for payment for any such work.

17) TAXES

a) TENANT shall be liable for and shall pay to the applicable taxing authority, if billed directly to TENANT, or to OWNER if billed to OWNER, upon thirty (30) days prior written notice from OWNER, any and all taxes and assessments levied against any personal property or trade or other fixtures placed by TENANT in or about the Leased Site.

b) TENANT shall pay as additional rent any increases in real property taxes levied against OWNER's Property, including the Tower, as a result of the improvements constructed by TENANT on the Leased Site.

c) Any tax-related notices shall be sent to TENANT in the manner set forth in Section 17 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Lease, OWNER shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with TENANT. In the event that TENANT's tax addresses changes by notice to OWNER, OWNER shall be required to provide TENANT's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration -- Taxes
Re: Cell Site No. DXU2823; Cell Site Name: Hwy 5 / Wilson Creek Pkwy (TX)
Fixed Asset No: 12572510
575 Morosgo Drive NE
Suite 13-F West Tower
Atlanta, GA 30324

18) QUIET ENJOYMENT AND NON-INTERFERENCE

a) OWNER warrants and agrees that TENANT, upon paying the rent and performing the covenants herein provided, shall peaceably and quietly have and enjoy the Leased Site. OWNER shall nevertheless continue to have access to the Leased Site as set forth herein.

b) OWNER hereby grants to TENANT, as a primary inducement to TENANT's entering into this Lease, the non-exclusive right to install Antenna Facilities on the Tower (as set forth and listed on Exhibits "B" and "C") and operate its communications facility on the Tower and the ground space portion of the Leased Site (as set forth on Exhibit "B"). TENANT represents and

Site Name: Hwy 5 / Wilson Creek Pkwy
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warrants that its use and operation of its Antenna Facilities shall not interfere with the use and operation of other communication facilities on the Tower which pre-existed TENANT's Antenna Facilities, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. In the event the Antenna Facilities interferes with the existing radio frequency users identified above operating within their respective frequencies and in accordance with all applicable laws and regulations, TENANT will endeavor to cause such interference to cease within forty-eight (48) hours after receipt of notice of interference from OWNER. If such interference cannot be cured within such forty-eight (48) hour period, TENANT shall cease the operations suspected of causing such interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected. If the interference cannot be eliminated within twenty (20) days, OWNER may terminate this Lease as its sole and exclusive remedy. TENANT's installation, operation, and maintenance of its Antenna Facilities shall not damage or interfere in any way with OWNER's operations or related repair and maintenance activities or with such activities of other pre-existing tenants as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. TENANT agrees to cease all such actions which materially interfere with OWNER's use of the Leased Site promptly upon actual notice of such interference, provided however, in such case, TENANT shall have the right to terminate the Lease.

c) Prior to or concurrent with the execution of this Lease, OWNER has provided or will provide TENANT with a list of radio frequency user(s) and frequencies used on OWNER's Property as of the Effective Date provided that OWNER's current tenants provide OWNER with such information. TENANT warrants that its use of the Leased Site will not interfere with those existing radio frequency uses on OWNER's Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

d) Subject to the terms of this Lease, OWNER, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain alter or improve the Leased Site in connection with its operations as may be necessary, including leasing parts of its Property and Tower to others. From time to time, OWNER may grant to other entities a non-exclusive right to operate communications facilities at OWNER's Property and/or a non-exclusive right to install antennas in connection with the operation of such facilities or other communications facilities.

e) For the purposes of this provision, "interference" may include, but is not limited to, any other use on OWNER's Property that causes electronic, physical or obstruction interference with, or degradation of the communications signals from TENANT's facility. Pre-existing facilities expressly excluded, OWNER agrees that OWNER and/or any other tenants of

Site Name: Hwy 5 / Wilson Creek Pkwy
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OWNER's Property who currently have or in the future take possession of OWNER's 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 TENANT. If TENANT notifies OWNER that there is interference, and if such interference is not cured within three (3) calendar days, TENANT will have the option to: i) terminate this Lease by giving OWNER ten (10) days' written notice of its election to terminate, or ii) if TENANT elects not to terminate this Lease, OWNER agrees to allow TENANT, in place of OWNER, to take any action, in law or in equity, necessary to cause the interfering tenant or licensee to eliminate such interference. TENANT acknowledges that its grant does not exclude other communication facilities on the OWNER's Property, and TENANT agrees to reasonably cooperate with OWNER and other potential communication facility operators as to their proposed operations not inconsistent with this Lease.

f) TENANT shall provide OWNER a list of radio frequencies being used by TENANT on OWNER's Property by TENANT within ten (10) days of the date that TENANT locates any equipment on OWNER's Property. TENANT agrees that it will at all times operate its equipment within its assigned frequencies and in accordance with all applicable laws and regulations.

19) COORDINATION OF OPERATION

As a consequence of the proposed twenty-four (24) hour daily basis of operation by TENANT, OWNER acknowledges that any action undertaken or permitted by OWNER in making repairs, alterations, additions or improvements to the Tower that might interfere with, suspend, cut-off or terminate access to or use by TENANT of the Leased Site or TENANT's Antenna Facilities, including without limitation, air-conditioning and utilities thereto, could cause inconvenience, expense and economic loss to TENANT. Therefore, OWNER agrees: i) to use its best efforts to minimize such inconvenience, possible loss or expense to TENANT by using its best efforts not to cause or permit any interruption or interfere with the operations of TENANT's antennas or equipment, particularly during the hours of 4:00 p.m. to 7:00 p.m. on any weekday, and ii) except in emergency situations, as determined to exist by the OWNER, to give TENANT sixty (60) days advance notice of any normal or routine repairs, alterations, additions or improvements to be made with respect to the maintenance and operation of the Tower and the Leased Site or of any planned shutdowns associated with the Tower for scheduled or routine maintenance that might adversely affect the operation of TENANT's communications facility or Antenna Facilities.

20) BROKERS

OWNER and TENANT represent to each other that they have not negotiated with any real estate broker in connection with this Lease.

21) ESTOPPEL CERTIFICATES

a) TENANT, at the request of OWNER, shall provide OWNER with a certificate stating: i) that this Lease is unmodified and in full force and effect (or, if there has been any modification, that the same is in full force and effect as modified and stating the modification); ii) whether or not, to TENANT's knowledge, there are then existing any set-offs, or defenses against the enforcement by OWNER of any of TENANT's agreements, terms, covenants or conditions hereof (and, if so specifying the same); and iii) the dates, if any, to which the rent has been paid in advance.

b) OWNER, at the request of TENANT, shall provide TENANT with a certificate stating: i) whether OWNER has any claim against TENANT and if so, stating the nature of such claim; ii) that OWNER recognizes TENANT's right to TENANT's antennas, equipment and other property; iii) that TENANT has the right to remove TENANT's equipment and other property from the Leased Site notwithstanding that same may be considered a fixture under local law; iv) that OWNER has no interest in and disclaims any interest to TENANT's equipment and other property; and v) such other statements as may be reasonably requested.

22) MISCELLANEOUS PROVISIONS

a) OWNER warrants and agrees that OWNER is seized of good and sufficient title to and interest in the Leased Site and has full authority to enter into and execute this Lease and that there are no undisclosed liens, judgments or impediments of title on OWNER's Property that would affect this Lease.

b) This Lease, including attached exhibits which are hereby incorporated by reference, incorporates all agreements and understandings between OWNER and TENANT, and no verbal agreements or understandings shall be binding upon either OWNER or TENANT, and any addition, variation or modification to this Lease shall be ineffective unless made in writing and signed by the parties.

c) OWNER agrees that OWNER's Property (including, without limitation, the Tower), and all improvements, comply and during the term of this Lease shall continue to comply with all building, life/safety, disability and other laws, codes and regulations of any applicable governmental or quasi-governmental authority.

d) This Lease and the performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of Texas. The exclusive venue for any action under this Lease shall be Collin County, Texas.

Site Name: Hwy 5 / Wilson Creek Pkwy
Site Number/Fixed Asset Number: DXU2823 / 12572510

e) This Lease, and each and every covenant and condition herein, is intended to benefit the Leased Site and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties.

f) The parties agree that all of the provisions hereof shall be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.

g) The parties acknowledge that each has had an opportunity to review and negotiate this Lease and have executed this Lease only after such review and negotiation. The language of each part of this Lease shall be construed simply and according to its fair meaning, and this Lease shall not be construed more strictly in favor or against either party.

h) Provided OWNER uses its best efforts to provide promptly to TENANT a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement, any mortgage now or subsequently placed upon any property of which the Leased Site are a part shall be deemed to be prior in time and senior to the rights of the TENANT under this Lease, and TENANT shall subordinate all of its interest in the leasehold estate created by this Lease to the lien of any such mortgage. TENANT shall, at OWNER's request, execute any commercially reasonable, additional documents necessary to indicate this subordination.

i) If any portion of this Lease is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in such court's opinion to render such portion enforceable and, as so modified, such portion and the balance of this Lease shall continue in full force and effect.

j) The captions of the sections of this Lease are for convenience of reference only and shall not affect the interpretation of this Lease.

k) Only qualified and adequately insured agents, contractors or persons under TENANT's direct supervision will be permitted to climb the Tower or to install or remove TENANT's Antenna Facilities from the Tower. OWNER retains the right to permit its own employees and agents and employees and agents of subsequent users of the Tower, to climb the Tower for all purposes that do not interfere with the TENANT's use of the Tower, as long as such subsequent users comply with the non-interference provisions of this Lease.

l) Concurrently with the execution of this Lease, OWNER shall execute before a notary and deliver to TENANT for recording a "Memorandum of Lease Agreement" in the form attached as Exhibit "D", with the same Exhibits "A", "B", and "C" as are attached to this Lease.

Site Name: Hwy 5 / Wilson Creek Pkwy
Site Number/Fixed Asset Number: DXU2823 / 12572510

Such Memorandum shall not disclose any financial terms, unless required to do so by the laws of such jurisdiction.

m) Except for the indemnity obligations set forth in this Lease, and otherwise notwithstanding anything to the contrary in this Lease, TENANT and OWNER each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

n) TENANT agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to TENANT's use of the Antenna Facilities on OWNER's Property. OWNER agrees to comply with all Laws relating to OWNER's ownership and use of the Property and any improvements on OWNER's Property.

23) RENTAL STREAM OFFER

If at any time after the date of this Lease, OWNER receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Lease ("Rental Stream Offer"), OWNER shall immediately furnish TENANT with a copy of the Rental Stream Offer. TENANT shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If TENANT chooses not to exercise this right or fails to provide written notice to OWNER within the twenty (20) day period, OWNER may assign the right to receive the Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Lease. If OWNER attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. TENANT shall not be responsible for any failure to make payments under this Lease and reserves the right to hold payments due under this Lease until OWNER complies with this Section.

Site Name: Hwy 5 / Wilson Creek Pkwy
Site Number/Fixed Asset Number: DXU2823 / 12572510

IN WITNESS WHEREOF, OWNER and TENANT have duly executed this Lease as of the date first above written.

TENANT: New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Paul S. Baumgardner, III

Name

AKEA Mgt. - R.E.+C

Title

OWNER: CITY OF MCKINNEY

By: _____

TOM MUEHLENBECK
Interim City Manager

ATTEST:

SANDY HART, TRMC MMC
City Secretary
DENISE VISE
Assistant City Secretary

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

Site Name: Hwy 5 / Wilson Creek Pkwy
Site Number/Fixed Asset Number: DXU2823 / 12572510

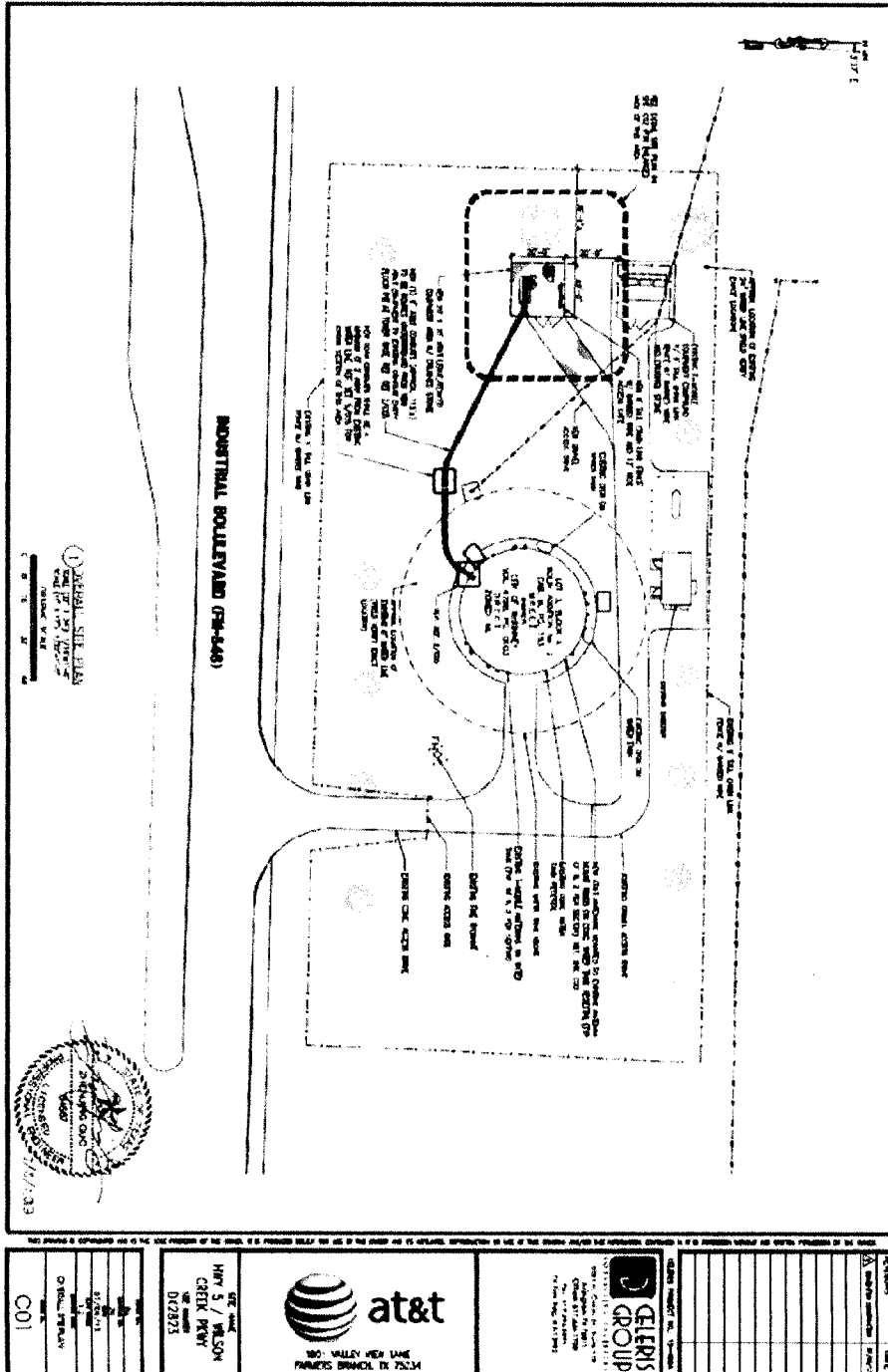
EXHIBIT "A"

LEGAL DESCRIPTION OF OWNER'S PROPERTY

BEING Lot 3, Block A, Bolin Addition No. 2, as addition to the City of McKinney, Collin County, Texas, according to the plat thereof recorded in Cabinet M, Page 153, Map Records, Collin County, Texas.

Site Name: Hwy 5 / Wilson Creek Pkwy
Site Number/Fixed Asset Number: DXU2823 / 12572510

EXHIBIT "B"



Site Name: Hwy 5 / Wilson Creek Pkwy
 Site Number/Fixed Asset Number: DXU2823 / 12572510

EXHIBIT "C"

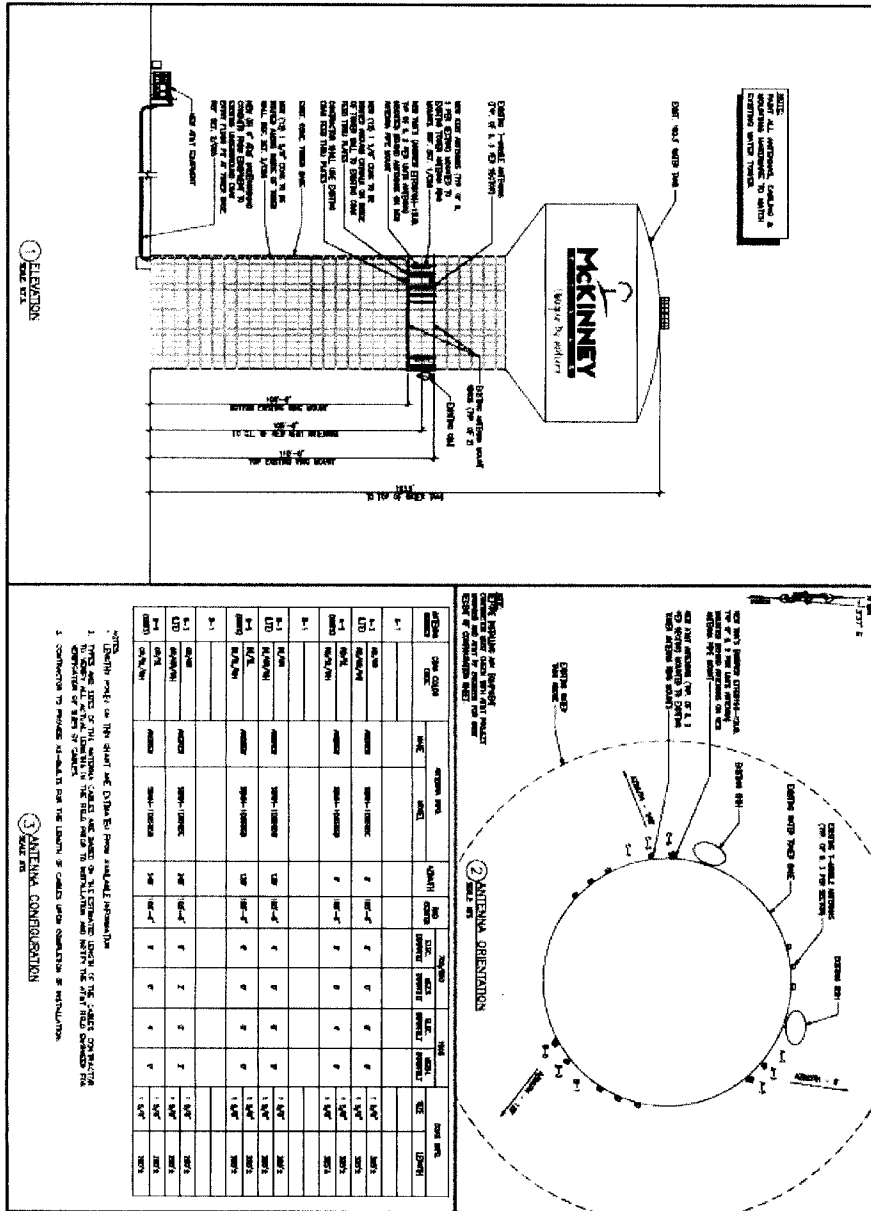


EXHIBIT "D"

MEMORANDUM OF LEASE AGREEMENT
(Exhibit purposes only)

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 LEASE AGREEMENT

This Memorandum made this ____ day of _____, 2014, between the CITY OF MCKINNEY, TEXAS, with its principal mailing address of P.O. Box 517, McKinney, Texas 75070, hereinafter designated OWNER, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address 575 Morosgo Dr. NE, Suite 13-F West Tower, Atlanta, Georgia 30324, hereinafter designated TENANT.

1. OWNER and TENANT entered into a Ground and Tower Lease Agreement (the "Agreement") on _____, 2014, for a term of five (5) years with the right to renew for four (4) additional five (5) year terms, plus automatic one (1) year renewals thereafter, unless terminated in accordance with the terms of the Agreement. The property on which such water tower is constructed is described on Exhibit "A" attached hereto and made a part hereof. A copy of the Agreement is on file at the principal office of the OWNER and the TENANT.

2. OWNER hereby leases to TENANT a portion of that certain space on the OWNER's water tower, hereinafter referred to as the Community WT Water Tower, located at 109 Industrial Blvd., McKinney, Texas (the "Tower"), together with a 20' by 20' parcel of land sufficient for the installation of TENANT's Equipment Building as shown on Exhibits "B" and "C", attached hereto and made a part hereof, together with the non-exclusive right for ingress and egress upon twenty-four (24) hours advance written notice to OWNER, except in case of emergency, and the non-exclusive right for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along OWNER's Property to connect TENANT's Antenna Facilities on the Tower to its Antenna Facilities in its Equipment Building.

Site Name: Hwy 5 / Wilson Creek Pkwy
Site Number/Fixed Asset Number: DXU2823 / 12572510

3. The Agreement commences on the date the Agreement is executed by the parties.

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 OWNER and TENANT.

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

TENANT: New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

PAUL S. BAUMGARDNER, III

Name

AREA MGR, ETC

Title

Date: _____

5-28-14

OWNER: City of McKinney

By: _____

TOM MUEHLENBECK
Interim City Manager

Date: _____

ATTEST:

SANDY HART, TRMC MMC
City Secretary
DENISE VISE
Assistant City Secretary

Site Name: Hwy 5 / Wilson Creek Pkwy
Site Number/Fixed Asset Number: DXU2823 / 12572510

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

NOTARY ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF COLLIN

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Tom Muehlenbeck, Interim City Manager, 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 TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 28th day of MAY, 2014, by Paul S. Baumgardner, III, the AREA Mgr., ETC, of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company., on behalf of said company. He or she produced identification or is personally known to me.

Site Name: Hwy 5 / Wilson Creek Pkwy
Site Number/Fixed Asset Number: DXU2823 / 12572510

(AFFIX NOTARIAL SEAL)



Becky Koehler
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC — STATE OF TEXAS

My commission expires: 11-14-16 BECKY KOEHLER
(Printed, Typed or Stamped Name of Notary)

Site Name: Hwy 5 / Wilson Creek Pkwy
Site Number/Fixed Asset Number: DXU2823 / 12572510

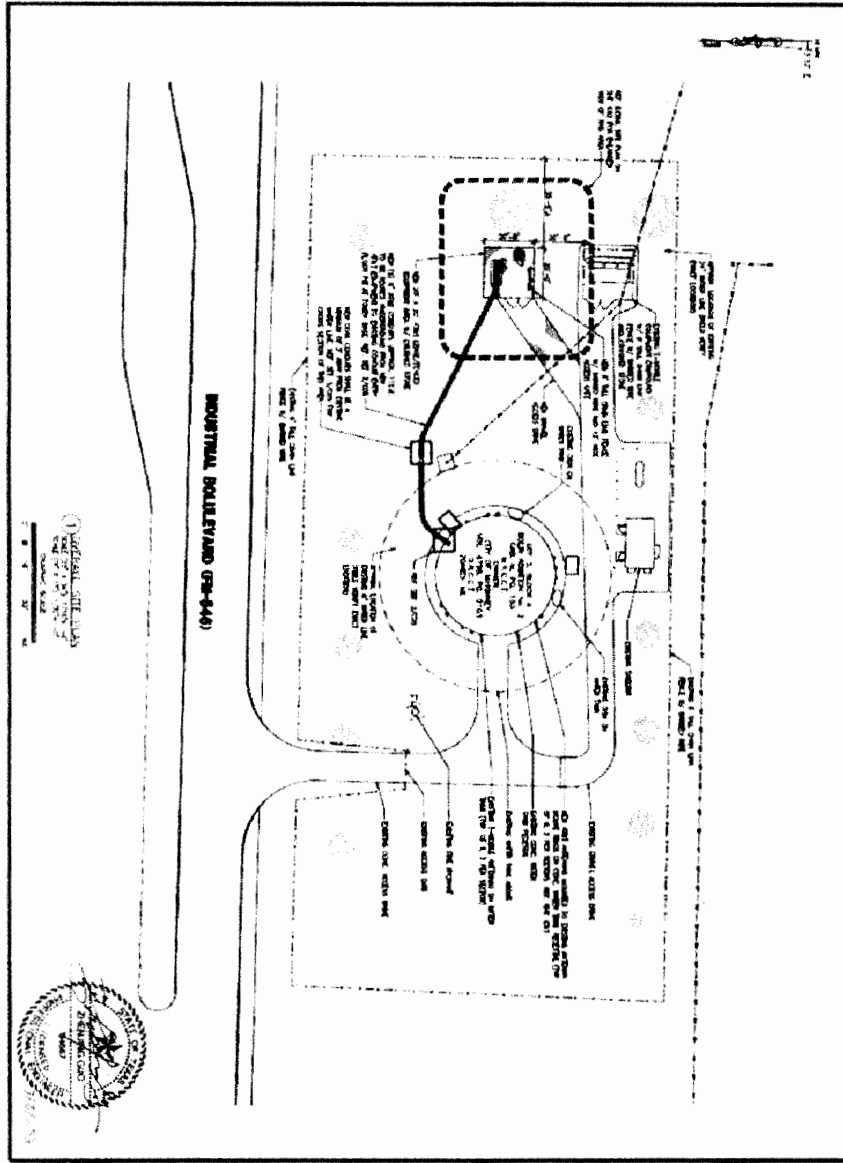
EXHIBIT "A"

LEGAL DESCRIPTION OF OWNER'S PROPERTY

BEING Lot 3, Block A, Bolin Addition No. 2, as addition to the City of McKinney, Collin County, Texas, according to the plat thereof recorded in Cabinet M, Page 153, Map Records, Collin County, Texas.

Site Name: Hwy 5 / Wilson Creek Pkwy
 Site Number/Fixed Asset Number: DXU2823 / 12572510

EXHIBIT "B"



1801 VALLEY VIEW LANE FARMERS BRANCH, TX 75234		CELESTIAL GROUP 1801 VALLEY VIEW LANE FARMERS BRANCH, TX 75234	
001 002 003 004 005 006 007 008 009 010	011 012 013 014 015 016 017 018 019 020	021 022 023 024 025 026 027 028 029 030	031 032 033 034 035 036 037 038 039 040

J:\LIT\SHC\CORP\167928.4
 MSH:05/27/14

Site Name: Hwy 5 / Wilson Creek Pkwy
 Site Number/Fixed Asset Number: DXU2823 / 12572510

EXHIBIT "C"

McKINNEY
 12572510

at&t
 12572510

CLERS GROUP
 12572510

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL	REMARKS
1	CONCRETE	100	YD	1.50	150.00	
2	CEMENT	100	YD	1.50	150.00	
3	STEEL	100	YD	1.50	150.00	
4	BRICK	100	YD	1.50	150.00	
5	PAVING	100	YD	1.50	150.00	
6	ROOFING	100	YD	1.50	150.00	
7	MECHANICAL	100	YD	1.50	150.00	
8	ELECTRICAL	100	YD	1.50	150.00	
9	PLUMBING	100	YD	1.50	150.00	
10	LANDSCAPING	100	YD	1.50	150.00	
11	UTILITIES	100	YD	1.50	150.00	
12	FOUNDATION	100	YD	1.50	150.00	
13	WALLS	100	YD	1.50	150.00	
14	ROOF	100	YD	1.50	150.00	
15	INTERIORS	100	YD	1.50	150.00	
16	EXTERIORS	100	YD	1.50	150.00	
17	MECHANICAL	100	YD	1.50	150.00	
18	ELECTRICAL	100	YD	1.50	150.00	
19	PLUMBING	100	YD	1.50	150.00	
20	LANDSCAPING	100	YD	1.50	150.00	
21	UTILITIES	100	YD	1.50	150.00	
22	FOUNDATION	100	YD	1.50	150.00	
23	WALLS	100	YD	1.50	150.00	
24	ROOF	100	YD	1.50	150.00	
25	INTERIORS	100	YD	1.50	150.00	
26	EXTERIORS	100	YD	1.50	150.00	
27	MECHANICAL	100	YD	1.50	150.00	
28	ELECTRICAL	100	YD	1.50	150.00	
29	PLUMBING	100	YD	1.50	150.00	
30	LANDSCAPING	100	YD	1.50	150.00	
31	UTILITIES	100	YD	1.50	150.00	
32	FOUNDATION	100	YD	1.50	150.00	
33	WALLS	100	YD	1.50	150.00	
34	ROOF	100	YD	1.50	150.00	
35	INTERIORS	100	YD	1.50	150.00	
36	EXTERIORS	100	YD	1.50	150.00	
37	MECHANICAL	100	YD	1.50	150.00	
38	ELECTRICAL	100	YD	1.50	150.00	
39	PLUMBING	100	YD	1.50	150.00	
40	LANDSCAPING	100	YD	1.50	150.00	
41	UTILITIES	100	YD	1.50	150.00	
42	FOUNDATION	100	YD	1.50	150.00	
43	WALLS	100	YD	1.50	150.00	
44	ROOF	100	YD	1.50	150.00	
45	INTERIORS	100	YD	1.50	150.00	
46	EXTERIORS	100	YD	1.50	150.00	
47	MECHANICAL	100	YD	1.50	150.00	
48	ELECTRICAL	100	YD	1.50	150.00	
49	PLUMBING	100	YD	1.50	150.00	
50	LANDSCAPING	100	YD	1.50	150.00	
51	UTILITIES	100	YD	1.50	150.00	
52	FOUNDATION	100	YD	1.50	150.00	
53	WALLS	100	YD	1.50	150.00	
54	ROOF	100	YD	1.50	150.00	
55	INTERIORS	100	YD	1.50	150.00	
56	EXTERIORS	100	YD	1.50	150.00	
57	MECHANICAL	100	YD	1.50	150.00	
58	ELECTRICAL	100	YD	1.50	150.00	
59	PLUMBING	100	YD	1.50	150.00	
60	LANDSCAPING	100	YD	1.50	150.00	
61	UTILITIES	100	YD	1.50	150.00	
62	FOUNDATION	100	YD	1.50	150.00	
63	WALLS	100	YD	1.50	150.00	
64	ROOF	100	YD	1.50	150.00	
65	INTERIORS	100	YD	1.50	150.00	
66	EXTERIORS	100	YD	1.50	150.00	
67	MECHANICAL	100	YD	1.50	150.00	
68	ELECTRICAL	100	YD	1.50	150.00	
69	PLUMBING	100	YD	1.50	150.00	
70	LANDSCAPING	100	YD	1.50	150.00	
71	UTILITIES	100	YD	1.50	150.00	
72	FOUNDATION	100	YD	1.50	150.00	
73	WALLS	100	YD	1.50	150.00	
74	ROOF	100	YD	1.50	150.00	
75	INTERIORS	100	YD	1.50	150.00	
76	EXTERIORS	100	YD	1.50	150.00	
77	MECHANICAL	100	YD	1.50	150.00	
78	ELECTRICAL	100	YD	1.50	150.00	
79	PLUMBING	100	YD	1.50	150.00	
80	LANDSCAPING	100	YD	1.50	150.00	
81	UTILITIES	100	YD	1.50	150.00	
82	FOUNDATION	100	YD	1.50	150.00	
83	WALLS	100	YD	1.50	150.00	
84	ROOF	100	YD	1.50	150.00	
85	INTERIORS	100	YD	1.50	150.00	
86	EXTERIORS	100	YD	1.50	150.00	
87	MECHANICAL	100	YD	1.50	150.00	
88	ELECTRICAL	100	YD	1.50	150.00	
89	PLUMBING	100	YD	1.50	150.00	
90	LANDSCAPING	100	YD	1.50	150.00	
91	UTILITIES	100	YD	1.50	150.00	
92	FOUNDATION	100	YD	1.50	150.00	
93	WALLS	100	YD	1.50	150.00	
94	ROOF	100	YD	1.50	150.00	
95	INTERIORS	100	YD	1.50	150.00	
96	EXTERIORS	100	YD	1.50	150.00	
97	MECHANICAL	100	YD	1.50	150.00	
98	ELECTRICAL	100	YD	1.50	150.00	
99	PLUMBING	100	YD	1.50	150.00	
100	LANDSCAPING	100	YD	1.50	150.00	

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