

GROUND AND ELEVATED WATER STORAGE TANK LICENSE AGREEMENT

THIS GROUND AND ELEVATED WATER STORAGE TANK LICENSE AGREEMENT ("License") is entered into as of the 1st day of _____, 20____, by and between the **CITY OF MCKINNEY**, a Texas municipal corporation ("OWNER"), and **CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS**, a Delaware General Partnership ("LICENSEE").

WHEREAS, LICENSEE and OWNER are parties to a certain Original Agreement, defined below, that has expired or otherwise been terminated and replaced in its entirety by this License; and

WHEREAS, pursuant to the Original Agreement LICENSEE was permitted to occupy a portion of OWNER's Property for the purpose of placing certain Antenna Facilities on OWNER's EST and to place an Equipment Facility that supports such Antenna Facilities on OWNER's Property; and

WHEREAS, LICENSEE desires to continue to use a portion of OWNER's Property and EST for Licensee's Equipment pursuant to this License, and OWNER is willing to grant this license to LICENSEE; and

WHEREAS, this License shall automatically replace and supersede the Original Agreement in its entirety immediately upon execution by LICENSEE and OWNER; and

WHEREAS, execution of this License is not intended to, and shall not be interpreted as changing or otherwise impacting LICENSEE's seniority, if any, regarding the timing of LICENSEE's placement of Equipment on and about the OWNER's Property and/or EST as among other occupants of OWNER's Property and/or EST and this License shall relate back to the date of the Original Agreement that allowed LICENSEE to place Equipment on and about the OWNER's Property or EST; and

WHEREAS, LICENSEE may request in conjunction with the execution of this LICENSE and strict compliance with all of the requirements of this License including, but not limited to, submission of all supporting documentation and any necessary relocation of Equipment and all appurtenant remediation that LICENSEE be allowed to relocate LICENSEE's "Equipment Facility," defined below, to another location on OWNER's Property but outside of the "EST Compound," also defined below, so as to allow LICENSEE more flexible access to the Equipment Facility; and

WHEREAS, in the alternative to the foregoing, if the LICENSEE and OWNER do not have a previous agreement for the use of the Owner's Property and the EST identified herein, and LICENSEE desires to use a portion of OWNER's Property and EST for Licensee's Equipment pursuant to this License, and OWNER is willing to grant this license to LICENSEE, this Agreement shall become effective on the "Effective Date," as defined below.

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

1. DEFINITIONS

Unless the context otherwise specifies or otherwise requires, the following words and phrases when used in this License will have the meanings hereinafter specified:

“Additional Extension Term” means an additional five (5) year period of time by which this License will be automatically extended following the conclusion of the Initial Term of this License unless timely terminated in writing in accordance with Paragraph 4. This License may be automatically renewed for up to a total of three (3) Additional Extension Terms, each term beginning upon the expiration of the term then in effect and expiring at 11:59 p.m. on the day before the sixth anniversary of the beginning of the then effective Additional Extension Term.

“Affiliate” means and includes any person or entity that (directly or indirectly) controls, is controlled by, or is under common control with the LICENSEE. The word **“Control”** as used in this definition means the power (directly or indirectly) to direct the management or policies of a person or entity, whether through the ownership of voting securities, by contract or by agency.

“After Hours” means and includes the hours between 4:00 p.m. and 8:00 a.m. on Monday through Friday and all day on Saturdays, Sundays, and City recognized holidays.

“After-Hours Fee” means the amount of money it costs the OWNER on an hourly basis to provide an employee together with the cost of operating the employee’s service truck or vehicle on a per hour basis to travel to and from the OWNER’s Property to afford the LICENSEE and/or the LICENSEE’s Representatives access to the OWNER’s Property and accompany the LICENSEE and/or the LICENSEE’s Representatives upon and about the OWNER’s Property during After Hours subject to a minimum charge of four (4) hours. The current estimated hourly cost to the OWNER to provide such services including overtime, employee benefits, and the cost of vehicle operation is Fifty-Nine Dollars and Eighty-Three Cents (\$ 59.83) per hour or portion of an hour. The amount of the After-Hours Fee may be increased or decreased from time to time by and through the adoption of amendments to the Master Fee Schedule by the City Council of the City of McKinney, Texas. Any increases or decreases to the After-Hours Fee set forth in the Master Fee Schedule shall automatically modify the After-Hours Fee required in this License without advance notice and without the need to amend this License.

“Antenna Facilities” means all Equipment specifically including, but not limited to, antennas, antenna support structures, mount frames, mount pipes, diplexers and multiplexers, remote radio heads, batteries, amplifiers, cables, conduits, clamps, brackets, lightning arrestors, power cleaners, and connectors of all kinds that are placed on and about the EST and used by LICENSEE in connection with the operation of its wireless telecommunication facility on and about the Licensed Site, including the Equipment more

particularly described on Exhibit "D" and depicted on Exhibit "C" hereto, and as such Equipment may be modified, replaced, upgraded or added to from time to time in accordance herewith and subject to OWNER's consent.

"Authorization Form" or "Property/Grounds Entrance Authorization" means the City of McKinney-Water Services Department Property/Grounds Entrance Authorization form attached hereto as Exhibit "E", or any subsequently amended or revised Authorization Form as may later be adopted by OWNER that is required to be completed and submitted to OWNER before LICENSEE or anyone acting on LICENSEE's behalf may access the Property. If LICENSEE has not received notice of a change in the Authorization Form, LICENSEE shall complete and submit the previous Authorization Form until OWNER provides LICENSEE with the amended or revised Authorization Form.

"Complainant" means a user of the Licensed Premises for cellular equipment or emergency radio equipment that identifies certain of LICENSEE's Equipment as being suspected of causing interference with the Complainant's radio or cellular equipment located on or about the EST.

"Confirming Contact" refers to at least one (1) person identified by LICENSEE on the LICENSEE's List as being knowledgeable regarding LICENSEE's operations and work at and about the Licensed Site and the EST who can confirm any requested access to the Licensed Site and/or EST received by the OWNER from any purported employees, contractors, subcontractors, suppliers, or representatives of LICENSEE.

"Effective Date" means the date on which this License is signed by the last Party to execute it.

"Emergency Condition" means damage to and/or the failure of LICENSEE's Antenna Facilities or Equipment that results in a service outage or a planned outage of one or more antenna azimuths that would interrupt cellular services, requiring onsite OWNER personnel during Owner's After Hours. Otherwise, ordinary maintenance is NOT an Emergency Condition. The "Confirming Contact" shall validate the request.

"Emergency Event" means emergency visits required to evaluate an unplanned outage, as well as access needed to address the issue causing an unplanned outage, or in the event of a planned outage, access required to complete the scope of work on the EST and or the Equipment Facility. An Emergency Event may require and/or be composed of one (1) or more Emergency Event visits.

"Emergency Contact Information" refers to the name and telephone number of at least one (1) person, department, facility, contractor, or service identified by LICENSEE that will answer and respond to emergency calls from OWNER 24 hours per day, seven (7) days per week.

"Emergency Repairs" means repairs that are required to LICENSEE's Antenna Facilities and/or Equipment rising directly from an Emergency Condition.

“Equipment” means all antennas, transformers, batteries, generators, receivers, transmitters, amplifiers, conditioners, controllers, matching networks, cabling, mountings, batteries, lightning arrestors, switches, switching networks, interconnects, antennas and all other appurtenances necessary to the receipt and transmission of cell, radio, data, audio, visual and/or microwave signals of any and all kinds.

“Equipment Facility” means the equipment building, platform, shelter, or cabinet upon or within which LICENSEE stores and operates any Equipment necessary to the proper use and operation of the Antenna Facilities mounted on and about the EST.

“EST” refers to the Elevated Water Storage Tank located on OWNER's Property that is critical infrastructure necessary to the health, safety and welfare of the citizens of the City of McKinney, Texas.

“EST Compound” means and refers to the area enclosed within and surrounded by a secured, fenced, and gated perimeter within which enclosure the EST and all appurtenances related thereto is situated.

“Events of Default by Licensee” or **“LICENSEE Defaults”** are generally described in Paragraph 12.A of this License.

“Events of Default by Owner” are generally described in Paragraph 12.B of this License.

“FCC” refers to the Federal Communications Commission.

“For-Profit Successor” refers to any for-profit water company or other for-profit entity to which OWNER may sell or convey the EST.

“Governmental Approvals” refers to the certificates, permits, licenses and other approvals that LICENSEE may be required to obtain from any federal, state or local authority to utilize the Licensed Site for the operation of LICENSEE's Antenna Facilities.

“Hazardous substance” is 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. Hazardous substance also includes fuels, solvents, and other petroleum hydrocarbons and aromatic hydrocarbons.

“Holdover Term” means a one-year period of time that begins at the end of the third Additional Extension Term of this License during all or a portion of which the LICENSEE continues to use the OWNER's Property and OWNER's EST for Licensee's Equipment provided that the License is still in effect and has not been breached or terminated by either Party. The use of any portion of the OWNER's Property and/or OWNER's EST during a

Holdover Term shall be on the same terms and conditions set out in this License with the exception of the amount of the monthly License payment. The amount of the monthly License payment to be paid during any Holdover Term shall be increased to the amount determined by the application of Paragraph 4.D, below, of this License. The term "Holdover Term" also applies to each successive one-year period of time that begins at the end of the previous Holdover Term.

"Initial Term" means the first five-year period of time during which this License is effective that commences on the Effective Date and expires at 11:59 p.m. on the day before the sixth (6th) anniversary of the Effective Date.

"License" means and refers to this Ground and Elevated Water Storage Tank License Agreement by and between the Parties.

"Licensed Site" refers to a portion of the ground space of OWNER's Property and a certain portion of an EST located on OWNER's Property to which Licensee is granted a limited right of ingress, egress and other access and a right to install specified Utilities and an Equipment Facility.

"LICENSEE" refers to the Company identified in the first paragraph, above, of this License.

"LICENSEE's List" means and refers to a list of the names of LICENSEE's Representatives that LICENSEE must provide to OWNER at least once annually and as frequently as may be required to maintain a current updated list of LICENSEE's Representatives. The LICENSEE's List shall also identify and provide the name, email address, and telephone number for at least one (1) Confirming Contact.

"LICENSEE's Representatives" means and refers to any of LICENSEE's officers, employees, contractors, subcontractors, engineers and their assistants or other persons that wish to enter upon the Licensed Site and/or EST to perform work on LICENSEE's Equipment.

"McKinney Code" means and refers to the Code of Ordinances, City of McKinney, Texas.

"Memorandum of License Agreement" means the form attached hereto as Exhibit "F" that must be executed by the Parties concurrently with the execution of this License and delivered to LICENSEE for recording together with the same Exhibits "A", "B", "C", "D", and "E" as are attached to this License.

"Notice of Interference" means and refers to a written Interference Report prepared by an operator of wireless facilities on the EST that provides detailed evidence regarding the interference suffered by that operator which includes the following information: the description, type, source and scope or extent of the interference being experienced; the equipment suspected of causing such interference ("Suspect Equipment"); and, the name of the owner and operator of the Suspect Equipment (the "Suspect Equipment Owner").

"Original Agreement" means and refers to the previously existing Ground and Tower Lease Agreement by and between the Parties, if any, that has expired or otherwise been terminated, and been replaced in its entirety by this License.

"OWNER" means the City of McKinney, Texas, a Texas Home-Rule Charter City.

Ownership Information refers to the name of the LICENSEE together with any other information related thereto that must be connected to or affixed to any and all Equipment, cables, boxes, antenna, and other items owned or used by the LICENSEE are clearly identified.

"OWNER's Property" means and refers to the Licensed Site and the overall site of which the Licensed Site is a part, and as more particularly described in Exhibit "A."

"Party" means either the OWNER or LICENSEE while **"Parties"** refers to both the OWNER and LICENSEE.

"Stop Work Order" refers to an order that may be issued by the OWNER to immediately and temporarily suspend (a) all work and activities that violate this License or may damage the EST or OWNER's equipment, (b) the reckless operation of Equipment by LICENSEE's Representatives, (c) any unlawful or unauthorized activities that disturb neighboring citizens between the hours of 8:00 a.m. and 4:00 p.m. on Monday through Friday except on City recognized holidays, (d) any activities occurring After Hours without the advance permission of OWNER, and (e) any other unacceptable behavior until such time as the issues are resolved to OWNER's satisfaction.

"Suspect Equipment" means and refers to the equipment of a user of the Licensed Premises that LICENSEE has identified as the possible source of interference with radio frequencies the LICENSEE utilizes on the Licensed Site and about which LICENSEE may complain to OWNER in writing.

"Suspect Equipment Owner" means the owner and operator of Suspect Equipment on the Licensed Site.

"Utilities" means and refers to (a) underground electrical service, and (b) underground connectivity between LICENSEE's Antenna Facilities and Equipment Facility and the underground system utilized by LICENSEE for backhaul network purposes that is situated off-site from OWNER's Property by and through properly granted easements or other lawfully required property rights and as required by this License.

2. THE LICENSED SITE

- A. OWNER is the titleholder of certain parcels of real property upon which an EST has been constructed. Such parcels and the EST are located at the following general location within or about the City of McKinney:

Street Address: 1800 W. University Dr.
McKinney, TX 75069.

The OWNER's Property identified above is in the City of McKinney, County of Collin, State of Texas, and is more specifically described on the attached Exhibit "A."

- B. LICENSEE desires to license and OWNER grants to LICENSEE a license, as more particularly set forth herein, for the use of a portion of the ground space of OWNER's Property for certain specified Equipment and a certain portion of an EST located on OWNER's Property together with a limited right of ingress, egress and other access and a right to install specified Utilities and an Equipment Facility on the Licensed Site during the term of this License.
1. The ground space portion of the Licensed Site which is a part of the subject of this License is located within OWNER's Property and LICENSEE'S Equipment and Equipment Facility shall be situated substantially as shown on the attached Exhibit "B". The Equipment Facility shall be used to house LICENSEE's ground-based communications Equipment and all associated or related Equipment as deemed necessary or desirable by LICENSEE for the proper operation of the Antenna Facilities (this Equipment shall be included as part of the Antenna Facilities listed on Exhibit "D").
 2. With respect to the space on the EST, the location and orientation of all parts, portions, and components of the Antenna Facilities to be placed upon and about the EST are set forth on the attached Exhibit "C" (which Exhibit shall be to scale and used for measurement purposes). Such Exhibit "C" also shows the location for installation of the Antenna Facilities that are identified on the attached Exhibit "D".
 3. LICENSEE shall have the right to run conductors (cables & wires) and conduits under, over and across OWNER's Property to connect LICENSEE's Antenna Facilities on the EST to its Antenna Facilities in its existing Equipment Facility on the ground space portion of the Licensed Site subject to OWNER's approval of the location and methodology proposed for such work.
 4. LICENSEE, its agents, employees, contractors, subcontractors and authorized representatives may temporarily park their vehicles at locations identified by OWNER on or about OWNER's Property when LICENSEE is constructing, removing, replacing, servicing, maintaining, securing and/or operating its Antenna Facilities as provided in this License.
 5. Licensee shall fully restore the OWNER's Property from any damage caused by construction or parking to the satisfaction of the OWNER promptly and within no more than thirty (30) days following the occurrence of such damage unless otherwise agreed by OWNER.

C. Initial Submittal

1. Prior to the commencement of this Agreement, LICENSEE shall provide OWNER with overall plans or drawings sealed by a Professional Engineer in good standing, licensed in and by the State of Texas, that reflect the exact location of each piece of existing Equipment which LICENSEE has situated, placed or located on and about the Licensed Site and EST together with the required application fee in the amount of One Thousand Two Hundred Dollars (\$1,200), (the "Application Fee"), which Application Fee will constitute full reimbursement for all of OWNER's costs and expenses associated with all of OWNER's reviews of the structural analysis, wind load analysis, and any other required documentation provided by LICENSEE to confirm that the addition of LICENSEE's Antenna Facilities at the locations on the EST proposed by LICENSEE will not negatively impact the integrity of the EST. Plans and drawings of Equipment (to scale) placed or proposed to be placed in, upon, under, over, and across the ground portion of the Licensed Site including, but not limited to, the Equipment Facility shall be included in and identified as Exhibit "B," attached hereto and incorporated herein by reference for all purposes allowed by law. Plans and drawings of Antenna Facilities (to scale) attached to or placed or proposed to be attached to or placed in, upon, over, and across the EST shall be included in and identified as Exhibit "C," attached hereto and incorporated herein by reference for all purposes allowed by law. The identification and description of each Antenna Facility and piece of Equipment on and about the Licensed Site and EST shall be included in and identified as Exhibit "D," attached hereto and incorporated herein by reference for all purposes allowed by law. Review of these drawings and Exhibits by the OWNER does not release the Design Professional of Record (Architect/Engineer) of the responsibilities set forth by the State of Texas Practice Acts for the profession of record.

Only drawings sealed, signed, and dated by a Professional Engineer licensed in the State of Texas, or an Architect registered/licensed in the State of Texas will be accepted. All submittals shall be final drawings. The sealed drawings should include detailed cross-sections and information reflecting or explaining:

- a. All attachments to the EST specifically including the dimensions, weight, and wind load of each piece of existing Equipment;
- b. Materials to be used on the EST;
- c. The actual manner of connection of each piece of existing Equipment to the EST;

- d. The routing of conductors and conduits and location of cable markers;
- e. Any coring of tank structures;
- f. Climbing hazards;
- g. Location of all Antenna Facilities and other Equipment, horizontally and vertically, on the EST interior or exterior;
- h. Location of all Antenna Facilities and other Equipment within the site to be clear of future Teepee style containment system;
- i. Routing of conductors and conduits on site by installing company and electrical service to the facility;
- j. Technical specifications;
- k. Paint specifications;
- l. Structural analysis and a wind load analysis, prepared at LICENSEE's request, sealed by a Professional Engineer in good standing, licensed in and by the State of Texas, that demonstrates the integrity of the EST will not be compromised by the addition of the additional Equipment and/or replacement Equipment at the locations on the EST proposed by LICENSEE;
- m. Site restoration;
- n. Provisions for OWNER's review of completed work on Antenna Facilities and Equipment on the EST by lift;
- o. Review of removal of Antenna Facilities and Equipment on the EST;
- p. Conformance to the State of Texas Engineering Practice Act;
- q. Potential concerns noted on any particular site on and about the EST;
- r. Miscellaneous items pertaining to good engineering practice;
- s. the identification of each Antenna Facility and piece of Equipment on and about the Licensed Site and EST that is currently functioning and being used for its intended design purpose;

- t. the identification of each Antenna Facility and piece of Equipment on and about the Licensed Site and EST that is currently not functioning or being utilized by LICENSEE for its intended design purpose; and
 - u. the identification of each Antenna Facility and piece of Equipment on and about the Licensed Site and EST that has been abandoned in place by LICENSEE.
- D. LICENSEE may not install, add additional, or replace existing, Equipment and/or antennas to or on the EST that is different from that shown on Exhibits "C" and "D" without the prior written approval of the OWNER as provided in Paragraph 4.F. hereinbelow. LICENSEE may however add, remove and change out Equipment that is situated within LICENSEE's Equipment Facility situated within the defined ground portion of the Licensed Site as provided in Paragraph 2.G.3. hereinbelow. This License is not a franchise nor is it a permit to use the City of McKinney's rights-of-way. Any such franchise or permit must be obtained separately from OWNER.
- E. OWNER infrequently repaints, redesigns, or rebuilds the structures and EST upon and about OWNER's Property. OWNER requires that LICENSEE's Equipment Facility, if any, meet the OWNER'S architectural requirements, be complementary to the OWNER's other structures on OWNER's Property, and be painted to match OWNER's structures and EST. OWNER also requires that the color of LICENSEE's Antenna Facilities and all Equipment match the color of the EST. LICENSEE's Equipment Facility, if any, on the ground portion of the Licensed Site shall be installed on a slab foundation or structural platform at LICENSEE's expense and shall be painted to match the EST no later than ninety (90) days after receipt of OWNER's written request that the Equipment Facility be so painted. Structural platforms shall be erected of hot dipped galvanized members. Prefabricated buildings shall meet the OWNER'S architectural requirements and be complementary to the surrounding structures. In addition, the Antenna Facilities shall be painted by LICENSEE to match the EST no later than ninety (90) days after receipt of OWNER's written request that the Antenna Facilities be so painted. OWNER will, to the extent possible, provide the type of paint and color code utilized to paint the EST along with painting specifications. All painting on and about the EST shall be completed by an industrial painter acceptable to the OWNER, which industrial painter shall also protect the EST and any appurtenances thereto as well as landscaping and other users' equipment from overspray and damage of any other kind or nature. If OWNER fails or is unable to provide LICENSEE with the type of paint and color code, LICENSEE will be required to match the paint color of the EST as close as possible. LICENSEE shall also comply with any and all landscaping requirements applicable to LICENSEE's Equipment Facility imposed by and through the Zoning Ordinance, Chapter 146 of the McKinney Code as such provisions may hereafter be amended or renumbered, with respect to the Licensed Site only no later than

ninety (90) days after receipt of OWNER's written request regarding necessary landscaping.

- F. The Equipment Facility shall be used to house LICENSEE's ground-based communications Equipment and all associated or related Equipment as deemed necessary or desirable by LICENSEE for the proper operation of the Antenna Facilities (this Equipment shall be included as part of the Antenna Facilities listed on Exhibit "D"). The Equipment Facility is situated in an area near the EST in the location described on Exhibit "B". Equipment platforms, prefabricated buildings, and other structures shall be located a minimum of ten (10) feet outside the drip line of the EST. The footprint of such Equipment Facility shall never exceed the square footage of the area depicted on Exhibit "B," without the specific advance written permission of the OWNER and the amendment of Exhibits "B" and "D" to this License, and the height of the Equipment Facility shall never exceed eleven feet (11') from the base thereof at the surrounding ground level (unaltered by LICENSEE or any other persons or parties) to the peak of said Equipment Facility. Ownership Information shall be affixed to the LICENSEE's Equipment, Equipment Facility, and all Antenna Facilities so the ownership of all Equipment, cables, boxes, antenna, and other items owned or used by the LICENSEE are clearly identified. Emergency Contact Information for the LICENSEE shall be posted on the Equipment Facility. All such Ownership Information and Emergency Contact Information shall be updated as necessary to accurately reflect then current information and maintained so that it is easily and readily legible to OWNER.
- G. This License may be renewed or extended as provided herein; and at the OWNER's discretion, the License may be amended by written agreement signed by both the LICENSEE and OWNER to provide for additional license space on and about the Licensed Site and EST for additional or different Equipment of any and all kinds. The addition of Equipment and/or the removal and replacement of existing Equipment with Equipment that is not identical to the Equipment being removed and/or replaced shall require that an amendment to this License be negotiated, unless the Equipment in question is contained entirely within the Equipment Facility or cabinet as provided in Paragraph 2.G.3., below, or unless the LICENSEE is allowed to make such changes in strict accordance with Paragraph 4.F.
1. *Renewal or Extension.* Prior to any renewal or extension of this License LICENSEE shall provide OWNER with updates to Exhibits "B," "C," and "D" in addition to overall plans or drawings sealed by a Professional Engineer in good standing, licensed in and by the State of Texas, that reflect the exact location of each piece of existing Equipment which LICENSEE has situated, placed or located on and about the Licensed Site (except as provided in Paragraph 2.G.3. below) and EST together with the required plan review fee. Review of these drawings by the OWNER does

not release the Design Professional of Record (Architect/Engineer) of the responsibilities set forth by the State of Texas Practice Acts for the profession of record.

Only drawings sealed, signed and dated by a Professional Engineer licensed in the State of Texas, or an Architect registered/licensed in the State of Texas will be accepted. All submittals shall be final drawings. The sealed drawings should include detailed cross-sections and information reflecting or explaining:

- a. All attachments to the EST specifically including the dimensions, weight, and wind load of each piece of existing Equipment;
- b. Materials to be used on the EST;
- c. The actual manner of connection of each piece of existing Equipment to the EST;
- d. The routing of conductors and conduits and location of cable markers;
- e. Any coring of tank structures;
- f. Climbing hazards;
- g. Location of all Antenna Facilities and other Equipment, horizontally and vertically, on the EST interior or exterior;
- h. Location of all Antenna Facilities and other Equipment within the site to be clear of future Teepee style containment system;
- i. Routing of conductors and conduits on site by installing company and electrical service to the facility;
- j. Technical specifications;
- k. Paint specifications;
- l. Structural analysis and a wind load analysis, prepared at LICENSEE's request, sealed by a Professional Engineer in good standing, licensed in and by the State of Texas, that demonstrates the integrity of the EST will not be compromised by the addition of the additional Equipment and/or replacement Equipment at the locations on the EST proposed by LICENSEE;
- m. Site restoration;

- n. Provisions for OWNER's review of completed work on Antenna Facilities and Equipment on the EST by lift;
- o. Review of removal of Antenna Facilities and Equipment on the EST;
- p. Conformance to the State of Texas Engineering Practice Act;
- q. Potential concerns noted on any particular site on and about the EST;
- r. Miscellaneous items pertaining to good engineering practice;
- s. the identification of each Antenna Facility and piece of Equipment on and about the Licensed Site and EST that is currently functioning and being used for its intended design purpose;
- t. the identification of each Antenna Facility and piece of Equipment on and about the Licensed Site and EST that is currently not functioning or being utilized by LICENSEE for its intended design purpose; and
- u. the identification of each Antenna Facility and piece of Equipment on and about the Licensed Site and EST that has been abandoned in place by LICENSEE.

Notwithstanding the foregoing, if no modifications have been made since LICENSEE's last submission of sealed plans or drawings, the previously submitted plans or drawings shall be deemed to fulfill this requirement.

2. *Amendment or Change in Operating Equipment.*

- a. Prior to any amendment to this License or change in LICENSEE's Antenna Facilities and operating Equipment installed pursuant to this License, arising out of or related to (a) the removal and replacement of any existing Antenna Facilities and Equipment, or (b) the addition of any Antenna Facilities and Equipment to the Licensed Site or EST, LICENSEE shall provide OWNER the required Application Fee together with overall plans or drawings sealed by a Professional Engineer in good standing, licensed in and by the State of Texas, that reflect the exact location of each piece of existing Equipment which LICENSEE has situated, placed or located on and about the Licensed Site (except as provided in Paragraph 2.G.3. below) and EST together with detailed cross-sections and details reflecting or explaining:
 - i. The information required in Paragraph 2.G.1., above for each Antenna Facility and piece of Equipment being removed, replaced, installed, and/or updated;

- ii. The exact location of all pieces of Equipment situated on and about the EST that are proposed to be replaced specifically including all pertinent information regarding each piece of Equipment proposed for removal and each piece of Equipment proposed for replacement including, but not limited to, the exact location of each piece of Equipment to be removed and Equipment with which it is to be replaced, the precise dimensions, weight and connection methodologies of the replacement Equipment to the EST so the impacts of such replacement Equipment may be determined as compared to the Equipment proposed to be replaced;
- iii. The manner in which Equipment will be removed from and replaced on the EST together with the plans for restoring those connection point areas of the EST from which Equipment is removed to their pre-Equipment mounting condition and/or the re-use of such connection points for the proposed replacement Equipment;
- iv. Plans or drawings sealed by a Professional Engineer in good standing, licensed in and by the State of Texas, that reflect the exact location of all additional Equipment and/or replacement Equipment which LICENSEE proposes to situate, locate or place on and about the Licensed Site and EST together with detailed cross-sections and details reflecting or explaining:
 - a. The actual manner of connection of all such additional Equipment and/or replacement Equipment to the EST;
 - b. Unless waived in writing by OWNER, a structural analysis and a wind load analysis sealed by a Professional Engineer in good standing, licensed in and by the State of Texas, that demonstrates the integrity of the EST will not be compromised by the addition of the additional Equipment and/or replacement Equipment at the locations on the EST proposed by LICENSEE;
 - c. Notwithstanding any other requirements to the contrary, any and all microwave dishes installed on the EST are required to have a structural analysis completed that includes a finite element analysis of the tank and/or tank structure; and,
 - d. An update to the Insurance Coverage information required by the License.

- b. As noted in in Paragraph 2.G.2.a., above, LICENSEE shall pay to OWNER an application fee in the amount of One Thousand Two Hundred Dollars (\$1,200), (the "Application Fee") **before** OWNER will consider LICENSEE's request to amend this License or make any change in LICENSEE's Antenna Facilities and operating Equipment installed pursuant to this License. The Application Fee will constitute full reimbursement for all of OWNER's costs and expenses associated with all of OWNER's reviews of the structural analysis, wind load analysis, and any other required documentation provided by LICENSEE to confirm that the addition of the additional Equipment and/or replacement Equipment at the locations on the EST proposed by LICENSEE will not negatively impact the integrity of the EST; and
 - c. Except to the extent allowed in Paragraph 4.F., below, an amendment to this License with OWNER will be required before approving (a) any removal and replacement of existing Equipment with different Equipment and/or (b) the addition of any Equipment to the Licensed Site and/or EST; and
 - d. LICENSEE's payment to OWNER of the Application Fee for the costs and expenses incurred by OWNER for initial reviews and subsequent reviews as required hereunder shall be a condition precedent to OWNER's execution of this License and LICENSEE's continued rights under this License in the event of any change, amendment, addition, modification, replacement, and/or upgrade of Equipment to the Licensed Site and/or EST; and
 - e. LICENSEE'S failure to timely pay the Application Fee to OWNER shall be deemed to result in a denial of LICENSEE's request to add or replace Equipment on and about the EST.
3. *Amendment or Change to Equipment in Equipment Facility.* Notwithstanding the requirements of Paragraphs 2.G.1. and 2.G.2., above, LICENSEE may modify, supplement, replace, upgrade, and/or expand the Equipment located entirely inside its Equipment Facility on the ground component of the Licensed Site during the term of this License without OWNER approval of the specific Equipment, or LICENSEE's payment of an additional Application Fee, provided that:
- (a) The size, dimensions and architectural appearance of the Equipment Facility are not modified;
 - (b) No other alterations are required to the Licensed Site and EST;
 - (c) No fuel or Hazardous Material, except to the extent necessary to power an emergency generator that is specifically approved in advance and

in writing by OWNER, is brought onto OWNER's Property and provided further that LICENSEE shall be solely responsible for any and all clean-up and remediation necessary to restore the Licensed Site in the event of any type of spill, leak or contamination arising out of LICENSEE's possession, storage or use of fuel or Hazardous Material in, upon, over, across, under and about the Licensed Site; and

- (d) LICENSEE accesses the Licensed Site, including the Equipment Facility and the EST, only with prior notice to and approval of OWNER, as provided herein-below. Notwithstanding the foregoing, LICENSEE may access LICENSEE's Equipment Facility without first obtaining OWNER's approval if (i) LICENSEE's Equipment Facility is situated in an area within the Licensed Site that is located entirely outside of the EST Compound and (ii) the LICENSEE does not have access to the EST Compound from or through LICENSEE's Equipment Facility.

- H. *Post-Installation, Amendment, or Change of Equipment Inspection.* Following LICENSEE's installation of Antenna Facilities and operating Equipment pursuant to this License, arising out of or related to (a) the initial installation of Antenna Facilities and Equipment, (b) the removal of any existing Antenna Facilities and Equipment, (c) the removal and replacement of any existing Antenna Facilities and Equipment, or (d) the addition of any Antenna Facilities and Equipment to the Licensed Site and EST, the LICENSEE shall at LICENSEE's sole cost and expense provide OWNER with a post-work inspection report prepared by a third-party inspector (independent of the LICENSEE's Representatives) mutually acceptable to the Parties confirming or verifying whether the Antenna Facilities and Equipment are installed on the Licensed Site and EST in strict accordance with Exhibits "B," "C," and "D" in addition to the overall plans or drawings that reflect the exact location of each piece of existing Equipment which LICENSEE has situated, placed or located on and about the Licensed Site and the EST (the "Post-Work Inspection Report"). The third-party inspector should perform the inspection and prepare and submit the Post-Work Inspection Report to OWNER and LICENSEE within seven (7) calendar days after any of the foregoing work is completed by LICENSEE or at LICENSEE's direction. Representatives of the Parties may observe the third-party inspector's inspection of the work described hereinabove.

3. LICENSE AND EASEMENT

- A. OWNER licenses the Licensed Site to LICENSEE and grants to LICENSEE a non-exclusive right (during the term of this License) to access the Licensed Site to install, remove, replace, operate and maintain the Antenna Facilities listed in Exhibit "D" subject to the limitations and requirements of this License.
- B. LICENSEE shall have access to the Licensed Site, including the EST, only with prior notice to and approval of OWNER, as provided herein-below.

1. LICENSEE shall be responsible for obtaining or confirming access to the Licensed Site and/or EST from OWNER each time any of LICENSEE's Representatives wish to enter upon the Licensed Site and/or EST to perform work on LICENSEE's Equipment. The LICENSEE must provide OWNER with LICENSEE's List of LICENSEE's Representatives, at least once annually and as frequently as may be required to keep LICENSEE's List current and updated. LICENSEE's List shall also identify and provide contact information for LICENSEE's Confirming Contact who can confirm any requested access to the Licensed Site and/or EST by any of LICENSEE's Representatives.

Only those LICENSEE's Representatives identified on the most recent version of LICENSEE's List will be allowed to access the Licensed Site. OWNER shall have the right to require from each of LICENSEE's Representatives and each of LICENSEE's Representatives shall have the obligation to provide to OWNER, as a condition to gain access to the Licensed Site and/or EST, physical identification acceptable to OWNER that may include a Texas Driver's License, a company identification card, and/or other documentation demonstrating their relationship with LICENSEE and/or the work to be performed. OWNER shall also have the right, but not the obligation, to contact LICENSEE's Confirming Contact before admitting any LICENSEE's Representatives to the Licensed Site and/or EST.

LICENSEE shall at all times be responsible for monitoring LICENSEE's Representatives and shall be responsible for any negligent or grossly negligent conduct or willful misconduct on the part of LICENSEE's Representatives on or about the Licensed Site and EST. Notwithstanding the foregoing OWNER shall owe no duty to LICENSEE to confirm the right of any person or party to obtain access to the Licensed Site and or LICENSEE's Equipment or for any damage caused to LICENSEE's Equipment or any other entity's Equipment situated at, on and about the Licensed Site.

2. Each time LICENSEE requires access to the Licensed Site and/or EST, LICENSEE shall complete the Authorization Form and submit said Authorization Form to OWNER by causing the form to be delivered to the OWNER's Water Utilities Superintendent, Bldg. B, 1550 S. College Street, McKinney, Texas 75069 together with a copy to OWNER's Assistant Director of Public Works at 1550 S. College Street, McKinney, Texas 75069, and specifying: (a) the names of all of LICENSEE's Representatives who will be in attendance; (b) the day and time period proposed for access; (c) the name of the contractor/subcontractor; and (d) an emergency contact name and telephone number for LICENSEE's Representatives planning to be onsite.

3. Notwithstanding any provision of this Paragraph 3.B. to the contrary, LICENSEE's access to the Licensed Site and/or EST shall be dependent upon the availability of a representative of OWNER to accompany LICENSEE while LICENSEE is on the Licensed Site and/or EST. In this regard the Parties understand and agree that safe drinking water is a prerequisite for protecting public health and all human activity and is one of the sixteen categories of critical infrastructure sectors identified by federal law. The EST is a critical infrastructure component of the public drinking water system. As such, the security and safety of the EST is of paramount importance.
4. Access to the Licensed Site and/or EST for non-emergency maintenance or repairs, including access to the EST, shall generally be limited to the hours between 8:00 a.m. and 4:00 p.m. on Monday through Friday except on City recognized holidays. If, however, LICENSEE has to shut down the operation of one or more antenna azimuths to perform non-emergency maintenance or repairs to LICENSEE's Antenna Facilities and/or Equipment, including access to the EST, LICENSEE may be allowed access to the Licensed Site and/or EST After Hours subject to LICENSEE's payment of the After-Hours Fee. LICENSEE shall notify OWNER at least seventy-two (72) hours in advance of LICENSEE's desire to access the Licensed Site and/or EST for such non-emergency maintenance or repairs, which process is similar to the 811-process used by everyone.
5. If LICENSEE requires access to the Licensed Site to perform Emergency Repairs as a direct result of an Emergency Condition, LICENSEE shall have access to (i) the portion of the Licensed Site outside of the access gate without prior notice; and (ii) the portion of the Licensed Site inside of the access gate, excluding the EST, upon notifying OWNER of an emergency condition (which notice shall be made first by telephone and promptly followed up with an email) to OWNER's then designated contact. LICENSEE shall not access or enter into, upon or about the EST except with the specific permission and approval of the OWNER and at such times as the LICENSEE is accompanied by a representative of OWNER. In the event of an Emergency Condition that requires access to the EST, OWNER will utilize its best efforts to provide a representative to accompany the LICENSEE upon and about the EST as soon as is reasonably practicable, not to exceed 6 hours, after OWNER receives a request for emergency access to the EST from LICENSEE. Notwithstanding the foregoing the Parties understand and agree that the occurrence of other unanticipated events may impact the OWNER's ability and availability to respond within said time frame in which event the OWNER will provide a representative to accompany the LICENSEE upon and about the EST as soon as ability and availability may reasonably allow. If LICENSEE has to perform Emergency Repairs to LICENSEE's Antenna Facilities and/or Equipment, including access to the EST, arising out of an Emergency Condition the LICENSEE

may be allowed access to the Licensed Site and/or EST After Hours subject to LICENSEE's payment of the After-Hours Fee within thirty (30) days after LICENSEE's receipt of an invoice from OWNER. LICENSEE's failure to timely pay the After-Hours Fee shall constitute a material breach of this License.

6. If LICENSEE's Equipment Facility is (a) situated in an area within the Licensed Site that is located entirely outside of the EST Compound and (b) the LICENSEE does not have access to the EST Compound from or through LICENSEE's Equipment Facility, the LICENSEE can access the Equipment Facility twenty-four hours per day, seven days per week, provided that LICENSEE gives OWNER notice immediately prior to LICENSEE's entry into the separate enclosed area housing LICENSEE's Equipment Facility.
7. Emergency Repairs and non-emergency maintenance and repairs do not include the right to remove and replace existing Equipment on the EST with new, used or rebuilt Equipment or otherwise add new, used or rebuilt Equipment to the EST, unless the existing Equipment is malfunctioning. Any malfunctioning Equipment that LICENSEE desires to replace must be removed from the EST first. Following the removal of such malfunctioning Equipment from the EST a new, used or rebuilt piece of Equipment that is identical to or substantially similar in dimensions, loadings and mountings to the malfunctioning Equipment that was removed from the EST may be installed in the same location and in the same manner as the piece of malfunctioning Equipment that was removed. Replacing malfunctioning Equipment with non-identical Equipment must be reported to OWNER within seventy-two (72) hours after such installation together with revised and updated Exhibits "B," "C," and "D." Replacement of malfunctioning Equipment with non-identical Equipment shall require the renegotiation of this License unless provided otherwise by Paragraph 4.F.

The foregoing shall not limit OWNER's right to access the Licensed Site at reasonable times to examine and inspect the Licensed Site for safety reasons or to ensure that the LICENSEE's covenants are being met, provided that OWNER shall not disrupt LICENSEE's operations and shall be accompanied by a representative of LICENSEE at all times during such inspections. Nothing contained herein shall impact or interfere with OWNER's right to use the Licensed Site for its intended and primary purpose as an EST.

4. TERM AND LICENSE FEE

- A. *Initial Term.* The Initial Term of this License shall commence on the Effective Date and expire at 11:59 p.m. on the day before the fifth (5th) anniversary of the Effective Date. During the Initial Term, LICENSEE shall pay to OWNER as a License payment the sum of Three Thousand and Zero/100^{ths} Dollars (\$3,000.00)

per month for the use of the Licensed Site pursuant to this License, such amount being due in advance on or before the fifth (5th) day of the respective month. However, LICENSEE may aggregate its License payments by paying annually, in advance. The license fee for any partial month will be prorated.

- B. *Additional Extension Terms.* Upon the expiration of the Initial Term, this License will automatically renew and be extended for an Additional Extension Term unless OWNER receives written notice from the LICENSEE of LICENSEE's intent to terminate this License at least ninety (90) days prior to the end of the Initial Term of this License. Thereafter, upon the expiration of any subsequent Additional Extension Term at 11:59 p.m. on the day before the fifth (5th) anniversary of the beginning of the then current Additional Extension Term, this License will automatically renew and be extended for up to a total of three (3) Additional Extension Terms, each term beginning upon the expiration of the term then in effect, such that this License when extended to its fullest possible duration shall not exceed twenty (20) years in total unless OWNER receives written notice from the LICENSEE of LICENSEE's intent to terminate this License at least ninety (90) days prior to the end of the then effective Additional Extension Term. Each of such Additional Extension Terms shall also be subject to OWNER's right to terminate this License pursuant to the termination rights granted in this License.
- C. *Additional Extension Term(s); Payment Increases.* Beginning upon the commencement of each Additional Extension Term, the monthly License payment shall automatically be increased by an amount equal to fifteen percent (15%) of the then current License payment. Thereafter, during each Additional Extension Term, as provided above, the monthly License payment shall be due in advance on or before the fifth (5th) day of the respective month. However, LICENSEE may, in LICENSEE's sole discretion, aggregate its License payments by paying annually, in advance.
- D. *Holdover Term; One-Year Discount If Negotiating New License.*
1. If LICENSEE desires to continue using a portion of OWNER's Property and EST for Licensee's Equipment beyond the conclusion of the third Additional Extension Term of this License, LICENSEE shall so notify OWNER in writing and promptly begin negotiating a new License with OWNER at least one hundred eighty (180) days before the end of said third Additional Extension Term. If LICENSEE provides written notice and commences negotiating a new License with OWNER at least one hundred eighty (180) days before the conclusion of the third Additional Extension Term, this License shall continue in effect for the first Holdover Term on the same terms and conditions other than the License payment which License payment shall be increased to an amount equal to the monthly License payment in effect for the preceding year increased by five percent (5%) for a time period up to the earlier of (1) the effective date of a new License, or (b) twelve (12) months. If a new License has not been fully executed before

the end of the first Holdover Term the amount of the monthly License payment shall be increased from the amount of the monthly License payment in effect for the immediately preceding Holdover Term to an amount equal to the amount of the monthly License payment in effect for the preceding Holdover Term increased by ten percent (10%) or the then market rate as determined in the sole discretion of the OWNER.

Thereafter the amount of Each Holdover Term thereafter shall continue in effect on the same terms and conditions other than the License payment which License payment shall be an amount equal to the monthly License payment in effect for the preceding year, increased by an amount equal to the greater of the then market rate or fifteen percent (15%) for a further period of one (1) year, and increased by a like amount for each annual period 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.

2. If LICENSEE does not request a new License under Paragraph 4.D.1, above, and provided the License is still in effect at the end of the third Additional Extension Term the License shall continue in effect on the same terms and conditions other than the License payment which shall be an amount equal to the monthly License payment in effect for the preceding year, increased by an amount equal to the greater of the then market rate or fifteen percent (15%) as determined in the sole discretion of the OWNER for a further period of one (1) year, and increased by a like amount for each annual period 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. LICENSEE shall pay OWNER a late payment charge equal to five percent (5%) of the late payment for any payment (including License 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. OWNER shall invoice LICENSEE for any such late payment charges and interest incurred. OWNER shall invoice LICENSEE for all late payment charges and interest charges within one (1) year from the end of the calendar year in which the charges were incurred or such late payment charges and interest incurred shall be deemed waived by OWNER. Payment of late payment charges and any unpaid amounts by LICENSEE pursuant to this provision shall not relieve LICENSEE of liability for and shall not supersede OWNER's right to terminate this License based on LICENSEE's failure to timely cure a default for non-payment under Paragraph 12, "LICENSEE Defaults."
- F. LICENSEE may update or replace the Antenna Facilities and related Equipment on the EST from time to time subject to the prior written approval of OWNER, provided that the replacement Antenna Facilities and related

Equipment are not greater in number, weight, size, or wind load than the existing Antenna Facilities and related Equipment and that the updated or replacement Antenna Facilities and related Equipment are placed and mounted in the same location and position on the EST as the existing Antenna Facilities and related Equipment being so updated or replaced. **Before making any updates, changes or alterations of any kind or nature, LICENSEE shall submit to OWNER a detailed proposal including, but not limited to revised and updated Exhibits "B," "C," and "D," for any such replacement Antenna Facilities and related Equipment and any supplemental materials as may be requested by OWNER, for OWNER's evaluation and approval in accordance with Paragraphs 2.G. and 2.G.2., above. In this regard, LICENSEE and OWNER, acting by and through its City Manager upon the recommendation of the Director of Public Works, may agree in writing to alter the Equipment and Antenna Facilities identified on Exhibits "B," "C," and "D" by and through a formal amendment to this Agreement that amends only Exhibits "B," "C," and "D" if the OWNER determines the replacement Antenna Facilities and related Equipment are not greater in number, weight, size, or wind load than the existing Antenna Facilities and related Equipment and that the updated or replacement Antenna Facilities and related Equipment shall be placed and mounted in the same location and position on the EST as the existing Antenna Facilities and related Equipment being so updated or replaced.**

However, if LICENSEE proposes to place or mount any updated or replacement Antenna Facilities and related Equipment in a different location or position on the EST, or if LICENSEE proposes to install any additional or supplemental Antenna Facilities and related Equipment on the EST other than those Antenna Facilities and related Equipment shown and listed on Exhibits "B," "C," and "D" (excluding maintenance, repair or replacement of existing Equipment with Equipment of the same kind), OWNER specifically reserves the right to deny: (1) the LICENSEE's request to update or replace existing Antenna Facilities with Antenna Facilities that are greater in number, weight, size or wind load than the existing Antenna Facilities identified on Exhibit "D"; and/or, (2) the LICENSEE's request to place or relocate existing or replacement Antenna Facilities in a different location or orientation on the Licensed Site than shown on Exhibits "B" and "C." OWNER further reserves the right to increase the monthly License payment in the event that LICENSEE obtains approval to relocate and/or increase the number, weight, size or wind load of Antenna Facilities and related Equipment on the EST, such License payment being subject to the same escalation during Additional Extension Terms.

5. USE OF THE LICENSED SITE

- A. LICENSEE has fully inspected the Licensed Site and accepts the Licensed Site as suitable for the purposes for which the same are licensed in their present

condition, **“AS IS, WHERE IS, WITH ALL FAULTS AND PATENT AND LATENT DEFECTS,”** for any use other than an EST. LICENSEE shall use the Licensed Site for the installation, operation, and maintenance of its Antenna Facilities for the transmission, reception and operation of a communications system and uses incidental thereto and for no other uses. By taking possession of the Licensed Site, LICENSEE accepts the Licensed Site in the condition existing as of the commencement date of the License. **OWNER HAS NOT MADE, DOES NOT MAKE ANY REPRESENTATIONS, PROMISES, COVENANTS, AGREEMENTS, GUARANTIES OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, OF OR AS TO THE CONDITION, QUALITY, SUITABILITY, OR FITNESS OF THE LICENSED SITE FOR ANY PARTICULAR PURPOSE WHATSOEVER GIVEN IN CONNECTION WITH THIS LICENSE SAVE AND EXCEPT FOR ITS USE AS AN ELEVATED WATER STORAGE TANK.** OWNER may permit others to use other portions of OWNER’s Property (including the EST), provided, however, LICENSEE shall have the exclusive use of its Antenna Facilities, Equipment Facility, and locations on the EST as shown on Exhibit “C” hereto. LICENSEE may erect and operate additional Antenna Facilities subject to the advance written approval of the OWNER in accordance with the terms of this License.

LICENSEE shall, at its sole cost and expense, comply with all 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. The Antenna Facilities and Equipment must not result in human exposure to radio frequency radiation in excess of applicable safety standards specified in 47 CFR § 1.1307(b), or as specifically amended by the FCC. After transmitter and antenna system optimization, but prior to unattended operations of the Antenna Facilities and Equipment, the LICENSEE must conduct on-site post-installation RF emissions testing to demonstrate actual compliance with the FCC OET Bulletin 65 RF emissions safety rules for general population/uncontrolled RF exposure in all sectors. For this testing, the transmitter shall be operating at maximum operating power, and the testing shall occur outwards to a distance where the RF emissions no longer exceed the uncontrolled/general population limit. The LICENSEE shall submit documentation of this testing to the OWNER within ninety (90) days after installation or replacement of all or part of the Antenna Facilities and Equipment. Thereafter, the LICENSEE shall conduct RF emissions testing annually (one time per calendar year) and submit documentation of this testing to the OWNER. OWNER agrees to reasonably cooperate with LICENSEE in obtaining, at LICENSEE’s expense, any federal licenses and permits required for or substantially required by LICENSEE’s use of the Property.

- B. OWNER acknowledges that LICENSEE’s ability to use the Licensed Site for its intended purposes is contingent upon LICENSEE’s obtaining and maintaining,

both before and after the commencement date of this License, all of the Governmental Approvals that may be required for the foregoing uses and improvements to the Licensed Site desired by LICENSEE. OWNER shall promptly cooperate with LICENSEE in LICENSEE's efforts to obtain such Governmental Approvals and shall take no action that would adversely affect LICENSEE's obtaining or maintaining such Governmental Approvals.

- C. LICENSEE shall, at its own expense, maintain the areas of the Licensed Site used by LICENSEE and any Antenna Facilities and related Equipment on or attached to the Licensed Site in a safe condition, in good repair and in a manner so as not to conflict with the use of or other leasing of the Licensed Site by OWNER, subject to the terms of Paragraph 19 herein. OWNER will be responsible for the general maintenance and repair of OWNER's Property and access thereto and will keep same in good repair and condition, including the EST and the Licensed Site, subject to damages thereto caused by, related to, or arising out of the use thereof by, LICENSEE and other third-parties.
- D. LICENSEE shall have sole responsibility for the maintenance, repair, and security of its Equipment and personal property, Antenna Facilities, and improvements located on the Licensed Site, and shall keep the same in good repair and condition and free and clear of any and all trash and debris generated by LICENSEE or its officers, employee, contractors, subcontractors and any other person or entity providing a benefit to LICENSEE or for which LICENSEE is responsible during the License term. Licensee shall not store Equipment or materials in, upon or about the EST and the Licensed Site overnight without OWNER's prior written approval, and then only if and to the extent that safety and security are not compromised.

LICENSEE's Representatives shall be solely responsible for receiving and returning all rental equipment intended for use by LICENSEE. OWNER's staff will not coordinate, sign or otherwise be involved in the delivery or pick up of equipment or materials for the LICENSEE. At the end of each workday, 4:00 p.m., the LICENSEE's Representatives and their equipment will be required to leave the Licensed Site in such a manner as to allow the OWNER's Property to be properly secured.

Violations of this Agreement, damages to the EST or OWNER's equipment, and reckless operation of equipment by LICENSEE's Representatives, as well as disturbing neighboring citizens with loud music and other unacceptable behavior may result in the issuance of a Stop Work Order.

- E. LICENSEE shall keep the Licensed Site free of LICENSEE's debris and other matter LICENSEE brings on to the Licensed Site of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference. All of LICENSEE's and LICENSEE's Representatives' trash and debris shall be removed from OWNER's Property on a daily basis.

- F. In the event the OWNER or any other licensee undertakes painting, construction or other alterations on the Licensed Site, OWNER shall provide LICENSEE no less than one hundred twenty (120) days prior written notice of such activities, and LICENSEE shall take reasonable measures as directed by the OWNER at LICENSEE's sole cost and expense to cover or temporarily remove and reinstall LICENSEE'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.

All of LICENSEE's antennas located upon and about the EST shall be removed at LICENSEE's sole cost and expense to allow the location of containment systems during blasting and painting. Upon completion of blasting and painting the re-installation of the removed Equipment to its previous location shall be at the sole cost and expense of the LICENSEE. If LICENSEE fails or refuses to remove LICENSEE's Equipment, personal property and/or Antenna Facilities from the EST within one hundred twenty (120) days after receipt of OWNER's request, the OWNER shall have the right, without any liability to LICENSEE, to remove and relocate such Equipment, personal property and/or Antenna Facilities from the EST.

OWNER agrees that OWNER will, upon written request of LICENSEE, exercise its best efforts to designate a site that LICENSEE may use to place temporary transmission and reception facilities, provided such a site is available on property owned by OWNER. The exact site to which LICENSEE may be allowed to temporarily 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 LICENSEE reasonably approves the site as equally suitable for LICENSEE's intended uses. OWNER is not responsible or liable for any damage or injury that may occur if LICENSEE 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 Paragraph 20 hereof. All power generated from microwave dishes remaining on the EST, if any, shall be powered down and shut off to eliminate all RF frequencies emanating from the microwave dishes during blasting and painting of the EST. Other sources of energy that may cause injury to workers shall also be powered down and shut off to eliminate the same.

- G. OWNER has, from time to time, experienced interference with certain of OWNER's emergency communications and SCADA radio frequencies in use on and about OWNER's Property. In an effort to identify and avoid possible interference with OWNER's emergency communications and SCADA radio frequencies, LICENSEE shall prior to or concurrent with the execution of the License, and at such other times as reasonably requested by OWNER in writing and within thirty (30) days of any such written request, provide OWNER with a list of radio frequencies being used by LICENSEE on OWNER's Property as of

the then current date. LICENSEE warrants that its use of the Licensed Site will not interfere with those existing radio frequency uses on OWNER's Property, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. LICENSEE will continue to operate its Antenna Facilities on OWNER's Property within the specific frequencies assigned to LICENSEE by the FCC in accordance with all applicable laws and regulations.

- H. Prior to modifying, upgrading, locating or relocating any current or replacement Equipment on OWNER's Property as allowed by Paragraph 4.F. of this License, which Equipment will use a different radio frequency than reported to OWNER pursuant to this Paragraph 5.H., LICENSEE shall provide OWNER an updated list of radio frequencies proposed for use by LICENSEE specifically highlighting any changes and additions. It is specifically understood and agreed that LICENSEE shall not be allowed to change to any radio frequency or add radio frequencies that (1) may interfere with the radio frequencies used by OWNER's emergency service providers and SCADA system(s) or (2) interfere with the radio frequencies used by other licensees/tenants of the OWNER's Property.
- I. It is specifically agreed and understood by OWNER that the radio frequencies used by LICENSEE on and about the Licensed Site are not confidential information. LICENSEE's radio frequency information provided to OWNER pursuant to this Paragraph shall be used solely to determine whether a potential for interference exists between LICENSEE's radio frequencies and the OWNER's emergency communications and SCADA radio frequencies in use on and about OWNER's Property. In this regard, OWNER shall disclose LICENSEE's radio frequency information to those employees, necessary internal parties, consultants and professional advisers, if any, of the OWNER who have a need to know such radio frequency information to perform such analysis.

Upon the LICENSEE's request, the OWNER will to the extent permitted and not otherwise prohibited by law return to the LICENSEE or destroy, and so confirm in writing within ninety (90) days of said request, all lists of radio frequencies used by LICENSEE on and about the Licensed Site that are designated as confidential information, including but not limited to all copies of any of the LICENSEE's confidential information (by whomever made), and all notes or copies of notes (by whomever made) concerning the LICENSEE's confidential information that are in the OWNER's possession or to which the OWNER has access.

- J. If LICENSEE experiences interference with radio frequencies that LICENSEE utilizes on the Licensed Site caused by another user of the OWNER's Property for cellular equipment, it shall be LICENSEE's responsibility to identify the Suspect Equipment and work with the Suspect Equipment Owner to correct

any interference and/or pursue any other remedies through the FCC or such other process(es) as might be available to LICENSEE. Upon request of LICENSEE, the OWNER will provide LICENSEE with the names of the Confirming Contact of the other users of the OWNER's Property for cellular equipment.

- K. Intentionally Omitted.
- L. No conductor and/or conduit run or other Equipment shall interfere with or create climbing hazards on the EST. No conductor or conduit or other Equipment shall be attached to any ladder.
- M. All conductors and conduits shall be run neat and plumb to vertical and horizontal planes. No conductors or conduits or other Equipment shall rest on the surface of the EST roof; but shall instead be offset from the EST roof. All conductors and conduits shall be on the inside of the EST support structure. Conduit runs and the placement of Equipment shall be shown in engineering plans and be approved in advance by the OWNER.
- N. All conductors or conduits upon and across the OWNER'S Property shall be underground between the Equipment Facility and the EST. All changes in direction and the starting and ending points of all conductors and/or conduits shall include two-foot (2') by two-foot (2') reinforced concrete cable markers with the arrow directions and company name on stainless steel plate set in the reinforced concrete marker.
- O. All microwave dishes shall be below the steel tank.
- P. No attachment of any type is allowed on the tank bowl of the EST.
- Q. All hardware on the EST shall be stainless steel or hot dipped galvanized. All attachment to steel components shall be by full fillet welds.
- R. All Equipment located on the EST that is to be abandoned by the Licensee shall be removed including all cables, conductors, conduits, antennas, and miscellaneous components.
- S. LICENSEE shall utilize ground protection mats when lifts are utilized on site.

6. TERMINATION

- A. In addition to the other events giving rise to a right of License termination, as such are set forth in this License, if any of the following occurs, LICENSEE shall have the right to immediately terminate this License for cause by giving written notice to OWNER of such termination:

- (1) LICENSEE determines, in its sole discretion, that it will be unable to maintain all necessary Governmental Approvals for LICENSEE's intended use of and improvements to the Licensed Site desired by LICENSEE; or
- (2) LICENSEE's application for any Governmental Approvals necessary for LICENSEE's use of the Licensed Site and improvements desired by LICENSEE is denied; or
- (3) any Governmental Approvals necessary for LICENSEE's use of the Licensed Site and/or improvements to the Licensed Site, whether now or hereafter desired by LICENSEE, are canceled, expired, lapsed or are otherwise withdrawn, terminated or denied so that LICENSEE, in its reasonable judgment, determines that it will no longer be able to use the Licensed Site for LICENSEE's intended use; or
- (4) the Federal Communications Commission (which allocates the frequencies at which LICENSEE may operate its antennas and Equipment) changes the frequencies at which LICENSEE operates its antennas and Equipment, which change, in LICENSEE's reasonable judgment, renders its operation of Antenna Facilities at the Licensed Site obsolete; or
- (5) LICENSEE obtains, in its reasonable judgment, unacceptable results of any radio frequency test, survey, title report or environmental study.

Each of the above conditions shall operate independently with regard to the EST location licensed by LICENSEE within the Licensed Site. Any termination notice rendered by LICENSEE pursuant to this Paragraph shall cause the respective portion of the License 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 License. In the event of such termination, any prepaid, unearned License payments shall be refunded to LICENSEE by OWNER.

- B. In addition, and provided that LICENSEE is not then in default under this License, LICENSEE may, during any Additional Extension Term, upon six (6) months' prior written notice to OWNER, terminate and cancel this License if LICENSEE determines for any reason that the Licensed Site has become unsuitable for LICENSEE's operations, upon payment in cash to OWNER of a termination fee equal to six (6) months' License payment at the rate then in effect (the "Termination Fee"). The Termination Fee is in addition to and not an advance payment of or a payment in lieu of the six-month License fee for the notice period. As to any prepaid License payment that has not yet been earned by OWNER, OWNER will reimburse to LICENSEE the full amount of any unearned License payment (exclusive of the Termination Fee) as of the date of termination.
- C. Protecting the City of McKinney's potable drinking water through the security on and about OWNER's Property and particularly the safety of the EST on

which LICENSEE's Antenna Facilities are placed is of the utmost importance to OWNER and is necessary to protect the public health, safety and welfare of the residents of the City of McKinney, Texas. Accordingly, in addition to the other events giving rise to a right of license termination, as such are set forth in this License, OWNER shall have the right to immediately issue a written notice to LICENSEE regarding "Prohibited Conduct" (defined hereinbelow) (a "Warning") and at the same time assess LICENSEE a "Prohibited Conduct Penalty" in an amount equal to Five Thousand Dollars (\$5,000) if any one or more of the following events occurs:

- (1) LICENSEE and/or LICENSEE's Representatives fail or refuse to provide prior notice to OWNER and/or obtain OWNER's approval to take access to the Licensed Site and/or EST as required by Paragraph 3.B. of this License unless the lack of prior notice falls within the allowable emergency access provisions set out in Paragraph 3.B.5., above, verified by the Confirming Contact;
- (2) LICENSEE and/or LICENSEE's Representatives access the Licensed Site and/or EST when not accompanied by a representative of OWNER as required by Paragraph 3.B. of this License;
- (3) LICENSEE and/or LICENSEE's Representatives fail or refuse to complete and submit to OWNER the required Authorization Form to enter upon the Licensed Site and/or EST; and/or;
- (4) LICENSEE and/or LICENSEE's Representatives remove, install, repair or replace Equipment without complying with the provisions of this License.

Each of the foregoing described actions constitute "Prohibited Conduct," whether one or more. The Five Thousand Dollar (\$5,000) Prohibited Conduct Penalty shall be assessed for each separate entry into and upon the OWNER's Property at which one or more of the foregoing events occur.

In addition to the Prohibited Conduct Penalty, LICENSEE shall also be responsible for reimbursing to OWNER any and all reasonable costs and expenses incurred by OWNER related to or arising out of OWNER's efforts to address any such aforementioned event(s) including, by way of illustration and not limitation, labor costs at the rate established by and through the After-Hours Fee to allow access to the OWNER's Property, inspect OWNER's Property for potential damage, and/or cure or correct damages caused by LICENSEE or LICENSEE's Representatives as well as the cost of any materials and equipment necessary to restore Owner's Property to its prior condition ("Restitution"). By way of explanation, and not limitation, if LICENSEE and/or LICENSEE's Representatives arrive at OWNER's Property without providing prior notice to OWNER and access the Licensed Site to replace the filter medium on the cooling equipment serving the Equipment Facility only to realize they do not have the correct filter medium, leave the OWNER's Property, and

then return to the OWNER's Property sometime later (even if such return is within the same hour) again without proper notice and access the Licensed Site - two separate events shall be deemed to have occurred and the OWNER may assess two separate Five Thousand Dollar (\$5,000) Prohibited Conduct Penalties against LICENSEE.

The Warning of Prohibited Conduct shall be provided by OWNER to LICENSEE within ten (10) calendar days after any Prohibited Conduct by LICENSEE and/or LICENSEE's Representatives. Within ten (10) business days following the issuance of such Warning the LICENSEE may request a meeting with OWNER to provide OWNER with proof that the lack of prior notice falls within the allowable emergency access provisions set out in Paragraph 3.B.5., above. If a meeting is requested by LICENSEE, and LICENSEE establishes to the satisfaction of the OWNER in the sole discretion of OWNER that LICENSEE did not engage in Prohibited Conduct, the OWNER will waive the Prohibited Conduct Penalty and not count such occurrence as a violation of this Agreement.

If LICENSEE does not request a hearing to contest the Warning or does not establish to OWNER's satisfaction at such a hearing that LICENSEE did not engage in Prohibited Conduct, LICENSEE shall be determined to have engaged in Prohibited Conduct. LICENSEE shall be required to pay any Prohibited Conduct Penalty and related Restitution to OWNER within ninety (90) days following OWNER's Warning to LICENSEE, which Warning shall include supporting documentation for the Prohibited Conduct Penalties assessed and Restitution for which OWNER seeks reimbursement.

Upon any subsequent occurrence of any Prohibited Conduct following the issuance of the first Warning by OWNER to LICENSEE for which OWNER determines LICENSEE engaged in Prohibited Conduct, OWNER shall have the right to immediately terminate this License for cause by giving LICENSEE thirty days' written notice of such termination. LICENSEE'S failure or refusal to pay any Prohibited Conduct Penalty and related Restitution within ninety (90) days following notice thereof shall constitute a material breach of this License justifying immediate termination by OWNER. OWNER's decision not to terminate this Agreement based on LICENSEE's second or any subsequent act of Prohibited Conduct or failure or refusal to pay a Prohibited Conduct Penalty shall not be deemed a waiver of OWNER's right to terminate this Agreement or assess subsequent Prohibited Conduct Penalties.

If OWNER decides to terminate this Agreement for cause under this Paragraph 6.C., OWNER shall so notify the LICENSEE in writing, and such termination shall become effective on the 90th day following OWNER's issuance of the most recent Warning. If OWNER terminates this Agreement for cause under this Paragraph 6.C., LICENSEE will be relieved from paying the Prohibited Conduct

Penalty associated with the most recent Warning, only, giving rise to such termination.

- D. In addition, and provided that OWNER is not then in default under this License, OWNER may terminate and cancel this License, at no cost to OWNER, upon thirty (30) days' written notice of termination to LICENSEE if LICENSEE's act(s) or failure(s) to act create, cause or give rise to some potential harm to the physical structure of the EST and/or the Licensed Site or otherwise compromise the safety, security and integrity of the EST and/or the Licensed Site. Such notice shall provide LICENSEE a detailed description of the potential or actual harm caused by LICENSEE giving rise to such termination. **LICENSEE shall have removed all Equipment (and including all underground conductors and conduits and all attachments on the EST) from the Licensed Site and restore all areas occupied by the LICENSEE's Equipment or damaged during the removal process of the Equipment back to pre-existing conditions consistent with the requirements of Paragraph 11 within one hundred twenty (120) days after the effective date of such termination.**
- E. Furthermore, provided that OWNER is not then in default under this License, OWNER may terminate and cancel this License with or without cause and for OWNER's convenience only at no cost to OWNER if OWNER provides LICENSEE at least two (2) year's written notice of such termination provided, however, OWNER may not exercise such right if the reason to so terminate is to use all or part of the Licensed Site for another telecommunications carrier. Subject to the availability of space and structural capacity, OWNER may offer LICENSEE the opportunity to relocate to another EST owned by OWNER as part of a new License Agreement with the LICENSEE. **LICENSEE shall have removed all Equipment (and including all underground conductors and conduits and all attachments on the EST) from the Licensed Site and restore all areas occupied by the LICENSEE's Equipment or damaged during the removal process of the Equipment back to pre-existing conditions consistent with the requirements of Paragraph 11 on or before the expiration of the two (2) year notice period.** If, at some time thereafter, OWNER determines to allow cellular providers to again install Antenna Facilities, Equipment Facilities and Equipment on OWNER's Property the OWNER will so inform LICENSEE of that determination and if requested by LICENSEE negotiate a new License Agreement with LICENSEE for the use of OWNER's Property under such terms and conditions as may be then mutually agreed.
- F. Upon the occurrence of a termination under Paragraphs 6.D. and/or 6.E., LICENSEE shall receive a credit equal to the amount of any unearned prepaid License payment as of the date of such termination ("Credit"). Any Credit due to LICENSEE may be applied to another EST location for which LICENSEE has a License Agreement with OWNER. Alternatively, OWNER may refund

the amount of any Credit to LICENSEE. In no event shall OWNER ever be liable for breach of this License or for any costs, expenses or loss of profits incurred by LICENSEE arising out of, in any way, OWNER's exercise of its rights to terminate and cancel this License under Paragraphs 6.D. and/or 6.E.

- G. In the event of a termination under this Paragraph 6, the LICENSEE shall remove from the site LICENSEE's Equipment Facility, Antenna Facilities, underground conductors and conduits and all attachments on the EST within one hundred twenty (120) days of the termination in accordance with Paragraph 11. In the event of LICENSEE's failure or refusal to timely so act, OWNER shall have the right to utilize self-help pursuant to Paragraph 11.

7. ASSIGNMENT OR OTHER GRANT

- A. Except to an Affiliate of LICENSEE or in response to an Order or a requirement of divestiture under United States law, LICENSEE shall not assign this License, or allow it to be assigned, in whole or in part, by operation of law or otherwise, or mortgage or pledge the same, or grant rights in the Licensed Site, or any part thereof, without the prior written consent of OWNER, such consent not to be unreasonably withheld, conditioned, or delayed. In the event of an assignment of this License to an Affiliate of LICENSEE or in response to an Order or a requirement of divestiture under United States law, the LICENSEE shall promptly and as soon as is reasonably practicable notify OWNER of such assignment.
- B. No consent by OWNER to any assignment or grant of any rights in the License by LICENSEE shall relieve LICENSEE of any obligation to be performed by LICENSEE under this License, whether arising before or after the assignment or other grant of rights. The consent by OWNER to any assignment or grant of any rights in the License shall not relieve LICENSEE from the obligation to obtain OWNER's express written consent to any other assignment or grant of rights.
- C. Any sale or other transfer, including by consolidation, merger or reorganization, of a majority of the voting stock of LICENSEE, if LICENSEE 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 LICENSEE is a partnership, shall not be an assignment for purposes of this Paragraph 7.

8. FIRE OR OTHER CASUALTY

- A. If the EST, or access to it, is damaged or destroyed by a casualty covered by the insurance carried by OWNER, it shall be OWNER's option whether to commence appropriate repairs (to be diligently prosecuted to completion entirely at OWNER's expense). If OWNER decides to repair the EST, this License shall continue in full force and effect. If, however, the EST is damaged to the extent

that OWNER decides not to repair it, OWNER shall deliver written notice to LICENSEE, within thirty (30) days after the casualty, of OWNER's election not to repair, restore and/or reconstruct the EST but to designate a site on which LICENSEE may relocate in accordance with Paragraph 8.C. below. If, as a result of any such casualty, any portion of the Licensed Site becomes totally or partially unusable by LICENSEE, License payments shall abate during the period of repair in the same proportion to the total License payments as the portion of the Licensed Site rendered unusable bears to the entirety of the Licensed Site. Notwithstanding anything to the contrary contained herein, if such repair results in LICENSEE's operations at the Licensed Site following such temporary relocation being so diminished for more than 30 days, then LICENSEE may immediately terminate this License by giving written notice of its election to terminate to OWNER. Upon delivery of such notice to OWNER, LICENSEE shall immediately disconnect its Antenna Facilities and thereafter promptly remove its Antenna Facilities from the Licensed Site.

- B. If OWNER (i) undertakes the repair, restoration and/or reconstruction of the EST or of any access thereto, but fails to complete such repair, restoration and/or reconstruction within one hundred eighty (180) days after the casualty, (ii) notifies LICENSEE of OWNER's intention not to repair, restore and/or reconstruct the EST, or (iii) fails to deliver to LICENSEE the written notice required under Paragraph 8.A. within thirty (30) days, then LICENSEE may immediately cancel this License by giving written notice of its election to cancel to OWNER.
- C. OWNER agrees that during any period of repair, restoration and/or reconstruction of the EST, OWNER will try to identify a site owned by OWNER that LICENSEE may use to place temporary transmission and reception facilities, provided such site is available. The exact site to which LICENSEE may relocate, if a site is available, 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 LICENSEE reasonably approves the site as equally suitable for LICENSEE's intended uses but still subject to LICENSEE's right to terminate this License and immediately disconnect and promptly remove its Antenna Facilities from the Licensed Site as provided in subparagraph (A) above.

9. INDEMNIFICATION AND INSURANCE

9-1. INDEMNIFICATION

To the extent permitted by law, LICENSEE 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 LICENSEE and LICENSEE's Representatives, and their respective agents and employees in, on or about the EST and/or the Licensed Site, whether during the installation of the Antenna Facilities and Equipment, or the operation and/or

maintenance of such Antenna Facilities and Equipment. The OWNER will: (i) provide LICENSEE with timely written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Paragraph 9-1 and provide LICENSEE with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) not settle any such claim, demand, lawsuit, or the like without the prior written consent of the LICENSEE, which consent will not be unreasonably delayed or withheld; and (iii) cooperate with the LICENSEE in the defense of the claim, demand, or lawsuit. A delay in notice shall not relieve the LICENSEE of its indemnity obligation, except to the extent the LICENSEE can show it was prejudiced by the delay. Nothing contained in this provision is intended to or shall be interpreted to obligate the LICENSEE or LICENSEE's Representatives to indemnify OWNER from and against OWNER's acts or omissions.

9-2. INSURANCE

- A. LICENSEE shall at its own expense, procure, pay for and maintain the following insurance written by insurance companies approved by the State of Texas and acceptable to the OWNER. The LICENSEE shall furnish to the City of McKinney Purchasing Manager certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the Elevated Water Storage Tank and be addressed as follows:

City of McKinney
c/o Purchasing
P O Box 517
McKinney, TX 75070

- (1) Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum limits of liability thereunder of \$5 million per occurrence and \$10 million in the aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
- (2) Workers' Compensation insurance with Texas statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$1,000,000 each accident, b) by disease, \$1,000,000 per employee with a per policy aggregate of \$1,000,000.

- (3) Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined single limit of \$1,000,000 per occurrence.
- B. With reference to the foregoing required insurance, the LICENSEE agrees to the following:
1. A waiver of subrogation in favor of City of McKinney, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
 2. The City of McKinney, its officials, employees and officers shall be covered as additional insureds on the Commercial General Liability and Business Automobile Liability policies.
 3. Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to City of McKinney.
- C. The total limits required may be satisfied by any combination of primary, excess or umbrella liability insurance provided all policies comply with all requirements. The LICENSEE may maintain reasonable deductibles, subject to approval by the City of McKinney
- D. All insurance shall be purchased from insurance companies that meet a financial rating of A-VI or better as assigned by A.M. Best Company or equivalent.
- E. The LICENSEE shall require LICENSEE's Representatives and other persons doing business with or for the LICENSEE related to the work to maintain at least the insurance as required by this Paragraph 9-2, or their liability shall be covered by the LICENSEE.
- F. The LICENSEE agrees to comply with all applicable provisions of Texas Administrative Code regarding building or construction contracts with governmental entities and the contractual requirements.
1. Certain language must be included in this License Agreement and in the LICENSEE's contracts with LICENSEE's Representatives and others relating to the work;
 2. the LICENSEE is required to submit to the OWNER certificates of coverage for its employees, LICENSEE's Representatives, and for all others providing services relating to the work until all project work is completed; and

3. the LICENSEE is required to post certain notices at job sites
- G. **LICENSEE may also fulfill its requirements under this Paragraph 9-2 through a program of self-insurance. If LICENSEE elects to self-insure, then LICENSEE shall furnish OWNER with a letter stating that there is a self-insurance program in effect that provides for the same, or greater, coverage than required of LICENSEE herein.**
- H. **LICENSEE 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 License.**
- I. LICENSEE shall require that each and every one of LICENSEE's Representatives while working hereunder carry, in full force and effect, workers' compensation, commercial general liability and automobile liability insurance coverages of the type that LICENSEE is required to obtain under the terms of this Paragraph with appropriate limits of insurance and containing the same additional insured and waiver of subrogation endorsements in favor of OWNER.
- J. Once per Additional Extension Term of this License, OWNER may review the insurance coverages to be carried by LICENSEE to determine whether the insurance coverage required hereunder should be increased. If OWNER reasonably determines that higher limits of coverage are necessary to protect the interests of OWNER, LICENSEE shall be so notified and shall obtain the additional limits of insurance, at its sole cost and expense.

10. UTILITIES

LICENSEE shall be responsible directly to the serving entities for all Utilities required by LICENSEE's use of the Licensed Site; however, OWNER agrees to cooperate with LICENSEE in its efforts to obtain Utilities from any location provided by the OWNER or the servicing utility. Should electric power be provided by or through OWNER, LICENSEE will install an electric meter and LICENSEE's usage shall be read by OWNER (or, at LICENSEE's option and cost, by a meter reading service selected by LICENSEE) on a monthly basis and the cost of electricity used by LICENSEE shall be paid monthly by LICENSEE to OWNER at the same rate charged to OWNER by the utility service provider. OWNER will provide LICENSEE a separate invoice based on the utility billing that is received no later than twelve (12) months following the month in which OWNER is billed for such services. It shall be the responsibility of the LICENSEE to pay this invoice with thirty (30) days of the invoice date. Arrangements to make any such payment, which payment may also be made electronically, in a timely fashion shall be the responsibility of the LICENSEE. Should payment not be timely received from LICENSEE, the OWNER may discontinue the provision of such

utility service, and LICENSEE shall be responsible for any late fees and additional costs for reconnecting the utility service. Utility payments are separate and distinct from License payments.

Alternatively, if LICENSEE obtains utilities directly from a third-party provider, and not by and through OWNER, then LICENSEE shall be solely responsible for timely paying all such utility payments to such third-party provider and coordinating any provider's access to and provision of service to the Licensed Site.

All Utilities upon, about, over, under and across OWNER's Property shall be placed underground, unless LICENSEE specifically requests otherwise and the placement of Utilities above-ground Utilities is agreed to in advance in writing by OWNER. More particularly, Utilities may only be placed above-ground if LICENSEE specifically requests above-ground placement and the above-ground Utilities are identified in the plans and drawings of Antenna Facilities attached hereto as Exhibit "C," and then only at such locations and heights as are specifically approved in advance in writing by the OWNER.

11. RIGHTS TO EQUIPMENT; CONDITION ON SURRENDER

- A. LICENSEE's Equipment, Equipment Facility and Antenna Facilities shall remain personal to and the property of LICENSEE. Promptly within no more than thirty (30) days following the termination or expiration of this License, the Parties agree to work together to identify any Equipment that should be abandoned in place owing to the impacts of its removal or other considerations agreed to in writing by the Parties. Within no more than one hundred twenty (120) days after the termination or expiration of this License, LICENSEE shall with regard to all Equipment OWNER has not agreed to be abandoned in place: (A) remove all of LICENSEE's Equipment, Equipment Facility, Antenna Facilities, structures and Equipment upon, across and under the Licensed Site and restore the area to its pre-use condition; (B) remove all underground conductors and conduits runs and restore the area to its pre-use condition; (C) repair any damage caused by such removal; and, (D) surrender the Licensed 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. Restoration of the Licensed Site to its pre-use condition includes any and all necessary backfill and grading together with the establishment of grass by and through the installation of sod of the same variety as the existing grass.
- B. Should LICENSEE fail to timely fulfill the requirements of Paragraph 11.A., above, OWNER shall have the right to take any and all actions OWNER determines appropriate in its sole opinion to satisfy said requirements and shall thereafter provide LICENSEE written notice of any costs or expenses actually incurred by OWNER under this provision, which notice will reasonably detail and itemize such costs and expenses, and LICENSEE will have thirty (30) days from the date of such notice to submit payment therefore to OWNER. Any amounts not timely

paid to OWNER shall incur interest as provided by Paragraph 4.E. of this License.

- C. In the event LICENSEE fails to comply with the requirements of Paragraph 11.A., OWNER shall have the right to dispose of any such abandoned Equipment or property and any Equipment or property that is not properly mounted, secured or maintained without notice to LICENSEE. Further, it is specifically agreed and understood that **LICENSEE HEREBY AGREES TO WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION AND TO HOLD HARMLESS AND INDEMNIFY OWNER FROM AND AGAINST ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR RELATED TO OWNER'S REMOVAL AND DISPOSAL OF ANY OF LICENSEE'S EQUIPMENT OR PROPERTY ABANDONED BY OR NOT PROPERLY MOUNTED, SECURED OR MAINTAINED BY LICENSEE ON AND ABOUT THE LICENSED SITE AND EST.** LICENSEE's obligations under this provision, including the hold harmless and indemnification provisions shall survive the termination of this License.
- D. OWNER's exercise of the rights and remedies identified in Paragraphs 11.B. and/or 11.C. shall be in addition to all other rights and remedies available to OWNER at law or in equity.

12. EVENTS OF DEFAULT

A. LICENSEE DEFAULTS

- (1) The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder by LICENSEE:
- (a) The failure by LICENSEE to make any License payment or any other payment required to be made by LICENSEE hereunder, as and when due, where such failure shall continue for a period of twenty (20) days after written notice thereof is received by LICENSEE from OWNER.
 - (b) The failure by LICENSEE to observe or perform any of the covenants or provisions of this License to be observed or performed by LICENSEE, other than as specified in Paragraph 11.A.(1), where such failure shall continue for a period of thirty (30) days after written notice thereof is received by LICENSEE from OWNER in accordance with Paragraph 13, specifying the failure; provided, however, that it shall not be deemed an Event of Default by LICENSEE if such default cannot be cured within said thirty (30) day time period but LICENSEE commences to cure such failure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.
 - (c) The failure by LICENSEE to investigate allegations of LICENSEE's interference, and if interference is found, correct and eliminate the

interference with OWNER'S use of OWNER'S property and the EST for its primary function of providing water as well as OWNER's use of the EST for police and fire emergency communications systems and OWNER's SCADA system, which interference is caused by LICENSEE's operations and Equipment on and about the Licensed Site and the EST, if such failure continues for a period of thirty (30) days after written notice thereof is received by LICENSEE from OWNER in accordance with Paragraph 13, specifying the interference.

- (d) The failure by LICENSEE to place, maintain and operate LICENSEE's Equipment upon and about the Licensed Site and the EST in a manner that affords OWNER and the other Licensed users of the Licensed Site and EST reasonable access upon, about and across the Licensed Site and EST for their respective use(s).
- (2) If there occurs an Event of Default by LICENSEE, in addition to any other remedies available to OWNER at law or in equity, OWNER shall have option to terminate this License and all rights of LICENSEE hereunder.
- (3) If there occurs an Event of Default by LICENSEE and the License is terminated, OWNER shall have the right to re-enter the Licensed Site and remove LICENSEE's Antenna Facilities, Equipment Facility, and Equipment as well as any of LICENSEE's Representatives from the Licensed Site or the EST if LICENSEE fails to do so within one hundred twenty (120) days from the termination date of the LICENSE.

B. OWNER DEFAULT

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

- (1) OWNER's failure to provide access to the Licensed Site as required by Paragraph 3.B.5 within twenty-four (24) hours after receipt of written notice from LICENSEE, in accordance with Paragraph 13, of such failure;
- (2) The failure by OWNER to observe or perform any of the covenants or provisions of this License to be observed or performed by OWNER, where such failure shall continue for a period of thirty (30) days after written notice thereof is received by OWNER from LICENSEE, in accordance with Paragraph 13, specifying the failure.

Notwithstanding the foregoing no failure on the part of OWNER to timely perform the requirements of this Paragraph 12.B. shall be deemed an "Event of Default" if such failure cannot be cured within the specified time frame so long as OWNER

has commenced to cure the failure within such time period and provided such efforts are prosecuted to completion with reasonable diligence.

13. 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 LICENSEE have a change of address, the other party shall be notified as provided in this Paragraph of such change. Unless OWNER otherwise specifies in writing, License payment checks from LICENSEE shall be sent to the person listed below to whom notices are sent.

LICENSEE:

Cellco Partnership
d/b/a Verizon Wireless
ATTN: Network Real Estate
180 Washington Valley Road
Bedminster, New Jersey 07921

OWNER:

City of McKinney
Attn: Finance Department, EST License Payment
Address: 222 N. Tennessee Street
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

Either party hereto may change the place for the giving of notice to it by giving the other party at least thirty (30) days' prior written notice as provided herein. The party receiving such a notice may upon receipt of a change in the place for the giving of notice immediately use the updated information for the giving of any notice required by this License unless the party providing such notice provides a specific date for the change in the place for the giving of notice to take effect.

As noted in Paragraph 3.B.1., above, LICENSEE is also required to identify and provide contact information for a Confirming Contact. For purposes of the

commencement of this License, LICENSEE's Confirming Contact is hereby identified as follows:

Confirming Contact's Name:	Tara Sprague, Sr. Mgr-Reg/RE
Email Address:	Tara.Sprague@verizonwireless.com
Telephone Number:	469-383-1477

LICENSEE shall keep the contact information for the Confirming Contact updated at all times. LICENSEE may change the Confirming Contact's name, email address, and telephone number by giving OWNER at least thirty (30) days' prior written notice as provided in this Paragraph 13. OWNER may, upon receipt of any written change in the Confirming Contact's information, immediately use the updated information to reach the Confirming Contact unless LICENSEE provides a specific date for the change in the Confirming Contact's information to take effect. Notice of any change in the Confirming Contact's information provided under this Paragraph 13 does not relieve the LICENSEE from compliance with the requirements of Paragraph 3.B.1., above.

14. SALE OR TRANSFER BY OWNER

Should OWNER, at any time during the term of this License, sell, lease, transfer or otherwise convey all or any part of OWNER's Property to any transferee other than LICENSEE, then such transfer shall be under and subject to this License and all of LICENSEE's rights hereunder. In the event of a change in ownership, transfer or sale of the OWNER's Property, within thirty (30) days of such transfer, OWNER or its successor shall send the following documents to LICENSEE: (1) copy of deed or other instrument of transfer, (2) IRS Form W-9 for new OWNER, (3) completed and signed LICENSEE Payment Direction Form (countersigned by the predecessor owner party), and (4) full contact information for new OWNER including phone number(s). Until LICENSEE receives all such documents, LICENSEE's failure to make payments to OWNER's successor in interest under this License shall not be an event of default provided that LICENSEE continues to make all such License payments when due to OWNER. It shall be the obligation of OWNER and OWNER's successor in interest to enter into an agreement that determines the method by which such License payments shall be distributed between OWNER and OWNER's successor in interest in any interim period during which the transfer of OWNER's Property is being completed. Failure of OWNER to timely provide LICENSEE with the notice and documentation identified herein shall not relieve LICENSEE of its obligations to make License payments as they become due under this License.

15. HAZARDOUS SUBSTANCES

LICENSEE represents and warrants that its use of the Licensed Site herein will not generate any Hazardous Substance, and it will not store or dispose on the Licensed Site nor transport to or over the Licensed Site any Hazardous Substance in violation of any laws or regulations relating to any such Hazardous Substance(s). **LICENSEE**

further agrees to hold OWNER harmless from and indemnify OWNER 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 except any release caused by the negligence of OWNER, its employees or agents. OWNER has no knowledge of any Hazardous Substance located on or about the OWNER's Property and OWNER will not allow any such substance or hazardous condition to exist.

To the extent allowed by law, OWNER agrees to hold harmless and indemnify LICENSEE from the payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any claims arising from subsurface or other contamination of the OWNER's Property with Hazardous Substances caused solely by the acts or omissions of OWNER. LICENSEE shall promptly notify OWNER in the event LICENSEE becomes aware of any Hazardous Substance on, under or about the OWNER's Property, or any other environmental, health or safety condition or matter relating to the OWNER's Property, that, in LICENSEE's opinion, renders the condition of the Licensed Site or OWNER's Property unsuitable for LICENSEE's use. To the extent that such Hazardous Substance was not introduced on or about OWNER's Property by LICENSEE and any environmental, health or safety condition or matter relating to the OWNER's Property was not caused or contributed to by LICENSEE, OWNER shall have thirty (30) days to begin any required remediation and thereafter perform diligently until such remediation has been completed. If LICENSEE is not responsible for such reported concern, in whole or in part, and OWNER fails to initiate such remediation within thirty (30) days after receipt of written notice from LICENSEE and continue to diligently perform any required remediation LICENSEE will have the right, to terminate this License upon thirty (30) days written notice to OWNER.

16. CONDEMNATION

- A. In the event the whole of OWNER's Property, including without limitation the Licensed Site and the EST, 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 License shall forthwith automatically cease and terminate.**
- B. In the event any portion of the Licensed Site or the EST 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 LICENSEE may use and/or construct upon an alternative portion of OWNER's Property, as selected by OWNER, which is equally suitable for LICENSEE's purposes, provided such space is available. The exact site to which LICENSEE 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 LICENSEE reasonably approves the site as equally suitable for LICENSEE's intended uses. OWNER will work with LICENSEE to**

designate a site to which LICENSEE may relocate prior to the taking, condemnation or sale, provided such space is available. 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 LICENSEE as determined by LICENSEE in its sole discretion, then this License shall forthwith cease and terminate upon LICENSEE's notice to OWNER and following LICENSEE's removal of its Antenna Facilities and supporting ground Equipment and structures.

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

17. LIENS

LICENSEE shall keep the Licensed Site free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for LICENSEE. LICENSEE shall as soon as is commercially practicable, and within no more than sixty (60) 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 OWNER permits LICENSEE to perform on the Licensed 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 consent to such work. OWNER shall have the right to post notices that it is not responsible for payment for any such work.

18. TAXES

- A. LICENSEE shall be liable for and shall pay to the applicable taxing authority if billed directly to LICENSEE, 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 LICENSEE in or about the Licensed Site. In the event OWNER receives a notice of assessment with respect to which taxes or assessments are imposed on LICENSEE's personal property or trade or other fixtures placed by LICENSEE in or about the Licensed Site, OWNER shall promptly provide LICENSEE with copies of each such notice upon receipt.
- B. LICENSEE shall pay as an additional License payment any increases in real property taxes levied against OWNER's Property, including the EST, as a result of the improvements constructed by LICENSEE on the Licensed Site.

- C. OWNER and OWNER's Property is exempt from taxation. In the event OWNER sells or conveys the EST to a For-Profit Successor then such For-Profit Successor to OWNER shall be liable for and shall timely pay to the applicable taxing authority any and all taxes and assessments levied against the property and improvements owned by the For-Profit Successor in or about the Licensed Site. In this regard, OWNER will also notify LICENSEE of any such conveyance to a For-Profit Successor, and the following provisions shall apply to the taxation of LICENSEE's improvements on the Leased Site and EST.
1. As it applies to any For-Profit Successor, it is specifically agreed by and between OWNER and LICENSEE that should the For-Profit Successor receive a notice of assessment with respect to which taxes or assessments are imposed on LICENSEE's improvements on the Licensed Site or EST, the For-Profit Successor shall provide LICENSEE with copies of each such notice immediately upon receipt. For any tax amount for which LICENSEE is responsible under this License, LICENSEE shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as LICENSEE may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of LICENSEE, with respect to the valuation of LICENSEE's improvements only. Upon request and where deemed appropriate by LICENSEE, the For-Profit Successor shall assign to LICENSEE all of OWNER's right, title and interest in and to any protest right or refund claim for taxes for which LICENSEE is responsible under this Paragraph. The expense of any proceedings described in this Paragraph shall be borne by LICENSEE and any refunds or rebates secured as a result of LICENSEE's action shall belong to LICENSEE, to the extent the amounts were originally paid or borne by LICENSEE.
 2. LICENSEE shall have the right but not the obligation to pay any taxes due by For-Profit Successor hereunder if the For-Profit Successor fails to timely do so, in addition to any other rights or remedies of LICENSEE. In the event that LICENSEE exercises its rights under this Paragraph due to such For-Profit Successor's default, LICENSEE shall have the right to deduct such tax amounts paid from any monies due to the For-Profit Successor hereunder from LICENSEE.

19. QUIET ENJOYMENT AND NON-INTERFERENCE

- A. OWNER warrants and agrees that LICENSEE, upon paying the License fee and performing the covenants herein provided, shall peaceably and quietly have and enjoy the Licensed Site in accordance with this License, and only for the purposes specifically identified in this License. In no event shall LICENSEE or LICENSEE's Representatives or any other person or party erect, place, or display any signage or advertising materials of any kind or nature upon, around or about the EST

and/or the Licensed Site. OWNER shall nevertheless continue to have access to the Licensed Site as limited and restricted in and by this License.

- B. OWNER hereby grants to LICENSEE, as a primary inducement to LICENSEE's entering into this License, the right to install its Antenna Facilities on the EST (as set forth and listed on Exhibits "C" and "D") and operate its Antenna Facilities on the EST and the ground space portion of the Licensed Site (as set forth on Exhibit "B"). LICENSEE represents and warrants that its use and operation of its Antenna Facilities shall not interfere with the use and operation of other communication facilities on the EST, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies assigned to each of them by the FCC and in accordance with all applicable laws and regulations. If LICENSEE's Antenna Facilities interfere with the use and operation of other communication facilities on the EST, LICENSEE shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, LICENSEE shall immediately cease operating its facilities until the interference has been eliminated save and except for intermittent testing required to determine the cause or correction of such interference, which intermittent testing will be periodic and limited for only such duration as is absolutely necessary to resolve the interference considering best applicable practices and the rights of other users on the EST. If the interference cannot be eliminated within twenty (20) days, OWNER may terminate this License as its sole and exclusive remedy. LICENSEE'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 licensees. LICENSEE agrees to cease all such actions which materially interfere with OWNER's use of the Licensed Site immediately upon actual notice of such interference, provided however, in such case, LICENSEE shall have the right to terminate the License.
- C. OWNER, at all times during this License, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter or improve the Licensed Site in connection with its operations as may be necessary, including licensing parts of its Property and EST to others. From time to time, OWNER may grant to other entities the right to operate communications facilities at the Licensed Site and/or the right to install antennas in connection with the operation of such facilities or other communications facilities. OWNER does not guarantee to LICENSEE subsequent noninterference with LICENSEE's communications operations as a result of third-party users, however, OWNER covenants that any licenses with subsequent third-party users will contain substantially similar non-interference provisions as contained in this License. If LICENSEE's use of the Licensed Site is materially affected, LICENSEE's sole remedy against OWNER shall be to terminate the License by giving written notice of termination to OWNER.

20. COORDINATION OF OPERATION

As a consequence of the proposed twenty-four (24) hour daily basis of operation by LICENSEE, OWNER acknowledges that any action undertaken or permitted by OWNER in making repairs, alterations, additions or improvements to the EST that might interfere with, suspend, cut-off or terminate access to or use by LICENSEE of the Licensed Site or LICENSEE's Antenna Facilities, including without limitation, air-conditioning and Utilities thereto, could cause inconvenience, expense and economic loss to LICENSEE. Therefore, OWNER agrees (i) to use its best efforts to minimize such inconvenience, possible loss or expense to LICENSEE by using its best efforts not to cause or permit any interruption or interfere with the operations of LICENSEE'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 LICENSEE at least ninety (90) 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 EST and the Licensed Site or of any planned shutdowns associated with the EST for scheduled or routine maintenance that might adversely affect the operation of LICENSEE's communications facility or Antenna Facilities.

21. BROKERS

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

22. ESTOPPEL CERTIFICATES

- A. LICENSEE, at the request of OWNER, shall provide OWNER with a certificate stating: (i) that this License 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 LICENSEE's knowledge, there are then existing any set-offs or defenses against the enforcement by OWNER of any of LICENSEE's agreements, terms, covenants or conditions hereof (and, if so, specifying the same); (iii) the dates, if any, to which the License payment has been paid in advance; and (iv) such other information as OWNER may reasonably request.
- B. OWNER, at the request of LICENSEE (or a lender, purchaser or similar party of LICENSEE), shall provide LICENSEE with a certificate stating: (i) whether OWNER has any claim against LICENSEE and if so, stating the nature of such claim; (ii) that OWNER recognizes LICENSEE's right to LICENSEE's antennas, Equipment and other property; (iii) that LICENSEE has the right to remove LICENSEE's Equipment and other property from the Licensed Site notwithstanding that same may be considered a fixture under local law; (iv) that OWNER has no interest in and disclaims any interest to LICENSEE's Equipment

and other property; and (v) such other information as LICENSEE may reasonably request.

23. DEMOLITION AND/OR REMOVAL OF ELEVATED WATER STORAGE TANK

- A. If OWNER determines that the EST is no longer suitable for its primary use, as an elevated water storage tank, OWNER shall have the right in OWNER's sole discretion and without any liability, cost or expense hereunder to take the EST out of service and cause the EST to be demolished and removed from OWNER's Property. At least one (1) year prior to the commencement of any demolition work on the EST, save and except in an emergency situation that threatens the health, safety and welfare of the public, as determined by OWNER in OWNER's sole determination, the OWNER shall deliver written notice to LICENSEE regarding OWNER's intent to cause the EST to be demolished and removed from OWNER's Property. In the event of an emergency situation that threatens the health, safety and welfare of the public, OWNER shall provide as much written notice as is feasible under the circumstances to LICENSEE regarding OWNER's intent to cause the EST to be demolished and removed from OWNER's Property.
- B. **In no event shall OWNER ever be liable for breach of this License or for any costs, expenses or loss of profits incurred by LICENSEE arising out of, in any way, OWNER's exercise of its rights to demolish or remove the EST under this Paragraph 23.**

24. CONFLICT OF INTEREST

LICENSEE covenants and agrees that LICENSEE and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this License. All activities, investigations and other efforts made by LICENSEE pursuant to this License will be conducted by employees, associates or subcontractors of LICENSEE.

In addition, to the extent that this License (a) must be approved by the OWNER's governing body before it may be signed or (b) has a value of \$1,000,000, or more, LICENSEE shall comply with the requirements of Texas Government Code § 2252.908 by completing and submitting Form 1295 to the Texas Ethics Commission ("Commission") at the time LICENSEE submits this signed License to OWNER, and as follows:

Form 1295 Filing Process: The Commission has made available on its website a new filing application that must be used to file Form 1295. The LICENSEE must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the LICENSEE must sign the printed copy of the form and complete the "unsworn declaration"

which includes, among other things, the date of birth and address of the authorized representative signing the form. The completed Form 1295 with the certification of filing must be filed with the OWNER.

The OWNER must notify the Commission, using the Commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the License binds all parties to the License. The Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the OWNER.

Form 1295 Availability: Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Notwithstanding the foregoing, If LICENSEE, is a publicly traded company LICENSEE is not required to identify any "interested parties" on the Form 1295 although LICENSEE is still required to complete the balance of Form 1295 and submit the same. For questions regarding and assistance in filling out Form 1295, please contact the Texas Ethics Commission at 512-463-5800.

25. MISCELLANEOUS PROVISIONS

- A. **LICENSEE agrees to indemnify and hold harmless OWNER against any complaints or charges that the placement of LICENSEE's facilities on the Licensed Site in any way caused interference to the signals of other licensees.** Interference in this Paragraph means any electronic or physical obstruction with, or degradation of, the communications signals with the antenna facilities and related equipment of other licensees.
- B. OWNER warrants and agrees that OWNER is seized of good and sufficient title to and interest in the Licensed Site and has full authority to enter into and execute this License and that there are no undisclosed liens, judgments or impediments of title on OWNER's Property that would affect this License.
- C. This License, including attached exhibits which are hereby incorporated by reference, incorporates all agreements and understandings between OWNER and LICENSEE, and no verbal agreements or understandings shall be binding upon either OWNER or LICENSEE, and any addition, variation or modification to this License shall be ineffective unless made in writing and signed by the parties.
- D. OWNER agrees that OWNER's Property (including, without limitation, the EST) and all improvements comply, and during the term of this License shall continue to comply, with all building, life/safety, disability, and other laws, codes and regulations of any applicable governmental or quasi-governmental authority.

- E. This License and the performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of Texas. It is specifically agreed that the site for performance of this License is Collin County, Texas.
- F. This License, and each and every covenant and condition herein, is intended to benefit the Licensed Site and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties.
- G. The parties acknowledge that each has had an opportunity to review and negotiate this License and have executed this License only after such review and negotiation. The language of each part of this License shall be construed simply and according to its fair meaning, and this License shall not be construed more strictly in favor or against either party.
- H. Any mortgage now or subsequently placed upon any property of which the Licensed Site is a part shall be deemed to be prior in time and senior to the rights of the LICENSEE under this License. LICENSEE subordinates all of its interest in the License to the lien of any such mortgage. LICENSEE shall, at OWNER's request, execute any additional documents necessary to indicate this subordination, provided such subordination shall be on the express condition that this License shall be recognized by the mortgagee, and the rights of LICENSEE shall remain in full force and effect during the term of this License so long as LICENSEE shall continue to perform all of the covenants and conditions of this License.
- I. If OWNER breaches this License in any manner or substantially breaches any material term contained in any mortgage or deed of trust superior to LICENSEE's License or contained in any lease under which OWNER holds title to any portion of OWNER's Property, and if OWNER fails to commence to cure such breach within thirty (30) days after receiving a written notice from LICENSEE exactly specifying the violation (or if OWNER fails thereafter to diligently prosecute the cure to completion), then LICENSEE may, as its sole and exclusive remedy, immediately terminate the License.
- J. If any portion of this License 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 License shall continue in full force and effect.
- K. The captions of the paragraphs of this License are for convenience of reference only and shall not affect the interpretation of this License.
- L. Only those LICENSEE's Representatives who are qualified, adequately insured, and contracted directly to LICENSEE and for which LICENSEE's Representatives LICENSEE assumes all responsibility and liability will be

permitted to climb the EST or to install or remove LICENSEE's Antenna Facilities from the EST. OWNER retains the right to permit its own employees and agents and employees and agents of subsequent users of the EST, to climb the EST for all purposes that do not interfere with the LICENSEE's use of the EST pursuant to the provisions of this License.

Only those LICENSEE's Representatives identified on the most recent version of LICENSEE's List will be allowed to access the EST. OWNER shall have the right to require from each of LICENSEE's Representatives and each of LICENSEE's Representatives shall have the obligation to provide to OWNER, as a condition to gain access to the Licensed Site and EST, physical identification acceptable to OWNER that may include a Texas Driver's License, a company identification card, and/or other documentation demonstrating their relationship with LICENSEE and/or the work to be performed. OWNER shall also have the right, but not the obligation, to contact LICENSEE's Confirming Contact before admitting any LICENSEE's Representatives to the Licensed Site and EST.

- M. Concurrently with the execution of this License, OWNER shall execute before a notary and deliver to LICENSEE for recording a "Memorandum of License Agreement" in the form attached as Exhibit "F", with the same Exhibits "A", "B", "C", "D", and "E" as are attached to this License. Such Memorandum shall not disclose any financial terms, unless required to do so by the laws of such jurisdiction.
- N. Notwithstanding any other provision to the contrary contained in this License and following written notice and thirty (30) days opportunity to cure, LICENSEE shall be responsible for, and liable to OWNER for any costs or expenses including, but not limited to, service fees, materials, supplies, equipment, labor, and overhead costs and expenses incurred by OWNER related to or arising out of, (1) OWNER's removal and disposal of any of LICENSEE's Equipment or property abandoned by LICENSEE on and about the Licensed Site and EST during the Initial Term and any Additional Extension Term; (2) OWNER's repair of damages to the Licensed Site and EST caused by LICENSEE's failure to properly mount, secure or maintain LICENSEE's Equipment or property; and (3) any other similar circumstances that may require OWNER to expend funds due to LICENSEE's failure to take appropriate action required by, through or under this License such as the removal of materials, Equipment, waste or debris left on and about OWNER's Property and including the Licensed Site and EST. OWNER shall provide LICENSEE written notice of any costs or expenses actually incurred by OWNER under this provision, which notice will reasonably detail and itemize such costs and expenses, and LICENSEE will have thirty (30) days from the date of such notice to submit payment therefore to OWNER. Any amounts not timely paid to OWNER shall incur interest as provided by Paragraph 4.E. of this License. **LICENSEE's failure or refusal to timely reimburse OWNER shall constitute a material breach of this License.** In addition to the foregoing, OWNER shall have the right to dispose

of any such abandoned Equipment or property and any Equipment or property that is not properly mounted, secured or maintained without notice to LICENSEE. Further, it is specifically agreed and understood that **LICENSEE HEREBY AGREES TO WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION AND TO HOLD HARMLESS AND INDEMNIFY OWNER FROM AND AGAINST ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR RELATED TO OWNER'S REMOVAL AND DISPOSAL OF ANY OF LICENSEE'S EQUIPMENT OR PROPERTY ABANDONED BY OR NOT PROPERLY MOUNTED, SECURED OR MAINTAINED BY LICENSEE ON AND ABOUT THE LICENSED SITE AND EST.** LICENSEE's obligations under this provision, including the hold harmless and indemnification provisions shall survive the termination of this License.

- O. *Prohibition on Contracts with Companies Boycotting Israel.* In accordance with Chapter 2271, Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.

Chapter 2271 does not apply to: (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the LICENSEE is not subject to Chapter 2271 for the reasons stated herein, the signatory executing this Agreement on behalf of the LICENSEE verifies by its signature on this Agreement that the LICENSEE does not boycott Israel and will not boycott Israel during the term of this Agreement.

- P. *Prohibition on Contracts with Companies Boycotting Energy Companies.* In accordance with Senate Bill 13, 87th Leg., R.S., to be codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

Chapter 2274 does not apply to: (1) a company that has fewer than ten (10) full-time employees; or (2) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the LICENSEE is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this Agreement on behalf of the LICENSEE verifies by its signature on this Agreement that the LICENSEE does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

- Q. *Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries.* In accordance with Senate Bill 19, 87th Leg., R.S., to be

codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against any firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against any firearm entity or firearm trade association.

Chapter 2274 does not apply to: (1) a company that has fewer than ten (10) full-time employees; or (2) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). In addition, this provision does not apply to: (1) a contract with a sole-source provider; or (2) a contract for which the governmental entity did not receive any bids from a company that is able to provide the required written verification. Unless the LICENSEE is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this Agreement on behalf of the LICENSEE verifies by its signature on this Agreement that the LICENSEE does not have a practice, policy, guidance, or directive that discriminates against any firearm entity or firearm trade association and will not discriminate against any firearm entity or firearm trade association during the term of this Agreement.

IN WITNESS WHEREOF, OWNER and LICENSEE have duly executed this License as of the dates written below TO BE EFFECTIVE AS OF THE EFFECTIVE DATE.

OWNER:

CITY OF MCKINNEY,
a Texas municipal corporation

By: _____
PAUL G. GRIMES
City Manager

Date: _____

ATTEST:


EMPRESS DRANE
City Secretary
JOSHUA STEVENSON
Deputy City Secretary

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

LICENSEE:

**Cellco Partnership d/b/a Verizon Wireless, a
Delaware General Partnership**

By: 
Name: George Karatzis
Title: Director
Date: 12/13/22

THE STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared **PAUL G. GRIMES**, City Manager of the City of McKinney, a Texas Municipal Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has executed the same on CITY's behalf.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____
DAY OF _____, 20__.

Notary Public _____ County, Texas
My commission expires _____

THE STATE OF TEXAS,
COUNTY OF DALLAS

This instrument was acknowledged before me on the 13 day of DECEMBER, 2022, by GEORGE KARATZIS, in his/her capacity as DIRECTOR of **Cellco Partnership d/b/a Verizon Wireless**, a Delaware General Partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and

acknowledged to me that he/she executed the same on behalf of and as the act of the Partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 13
DAY OF DECEMBER, 2023.

Erica Toliver

Notary Public DALLAS County, TEXAS
My commission expires MAY 9, 2026

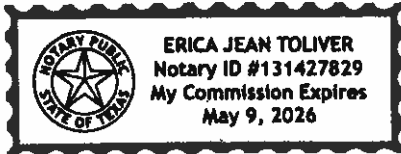


EXHIBIT "A"

LEGAL DESCRIPTION OF OWNER'S PROPERTY

SITE 1: North McKinney (R0047B) - 1800 West University Drive, McKinney, Texas

Being a certain tract or parcel of land situated in the Samuel McFall Survey, Abstract 641, County of Collin, State of Texas as conveyed by that certain deed dated January 20, 1964 from George W. Cameron, and wife, Evelyn Cameron, Ione Cameron, a single woman, Grace Cameron Miller, a single woman, Jennie Lewis Cameron, a single woman, and Ruth White Flemister, a single woman, to the City of McKinney, recorded in Volume 629, Page 591, Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

TRACT ONE:

SITUATED in Collin County, Texas, and being a part of the Samuel McFall Survey, and being a part of 230.80 acres of land described in a deed from Maggie E. Lott to F.G. Cameron, et al, which deed is of record in Volume 355, Page 247 of the Deed Records of Collin County, Texas;

BEGINNING at a stake in the North right of way line of State Highway 24, said stake being in the Southwest corner of 1.50 acres of land conveyed by George W. Cameron, et al, to Collin Development Company by deed recorded in Volume 561, Page 296 of the Deed Records of Collin County, Texas;

THENCE North 88 deg. 04 min. West, parallel to and 60 feet North of the centerline of State Highway 24, a distance of 1000.0 feet to the PLACE OF BEGINNING of the tract hereinafter described;

THENCE North 01 deg. 56 min. East, 360.0 feet to a stake;

THENCE North 88 deg. 04 min. West, 50.0 feet to a stake;

THENCE South 01 deg. 56 min. West, 360.0 feet to a stake 60 feet North of the centerline of State Highway 24;

THENCE South 88 deg. 04 min. East, 50.0 feet to the PLACE OF BEGINNING and containing 0.41 acres of land.

TRACT TWO:

SITUATED in Collin County, Texas, and being a part of the Samuel McFall Survey, Abstract 641, and being a part of 230.80 acres of land described in a deed from Maggie E. Lott to F.G. Cameron et al which deed is of record in Volume 355, Page 247 of the Deed Records of Collin County, Texas;

EXHIBIT "A" (CONTINUED)

LEGAL DESCRIPTION OF OWNER'S PROPERTY

BEGINNING at a stake in the North right of way line of State Highway 24, said stake being in the Southwest corner of 1.50 acres of land conveyed by George W. Cameron, et al, to Collin Development Company by deed recorded in Volume 561, Page 296 of the Deed Records of Collin County ,Texas;

THENCE North 88 deg. 04 min. West, parallel to and 60 feet north of the centerline of State Highway 24 a distance of 1050.0 feet to a stake;

THENCE North 01 deg. 56 min. East, 180.0 feet to the **PLACE OF BEGINNING** of the tract hereinafter described;

THENCE North 01 deg. 56 min. East, 180.0 feet to a stake;

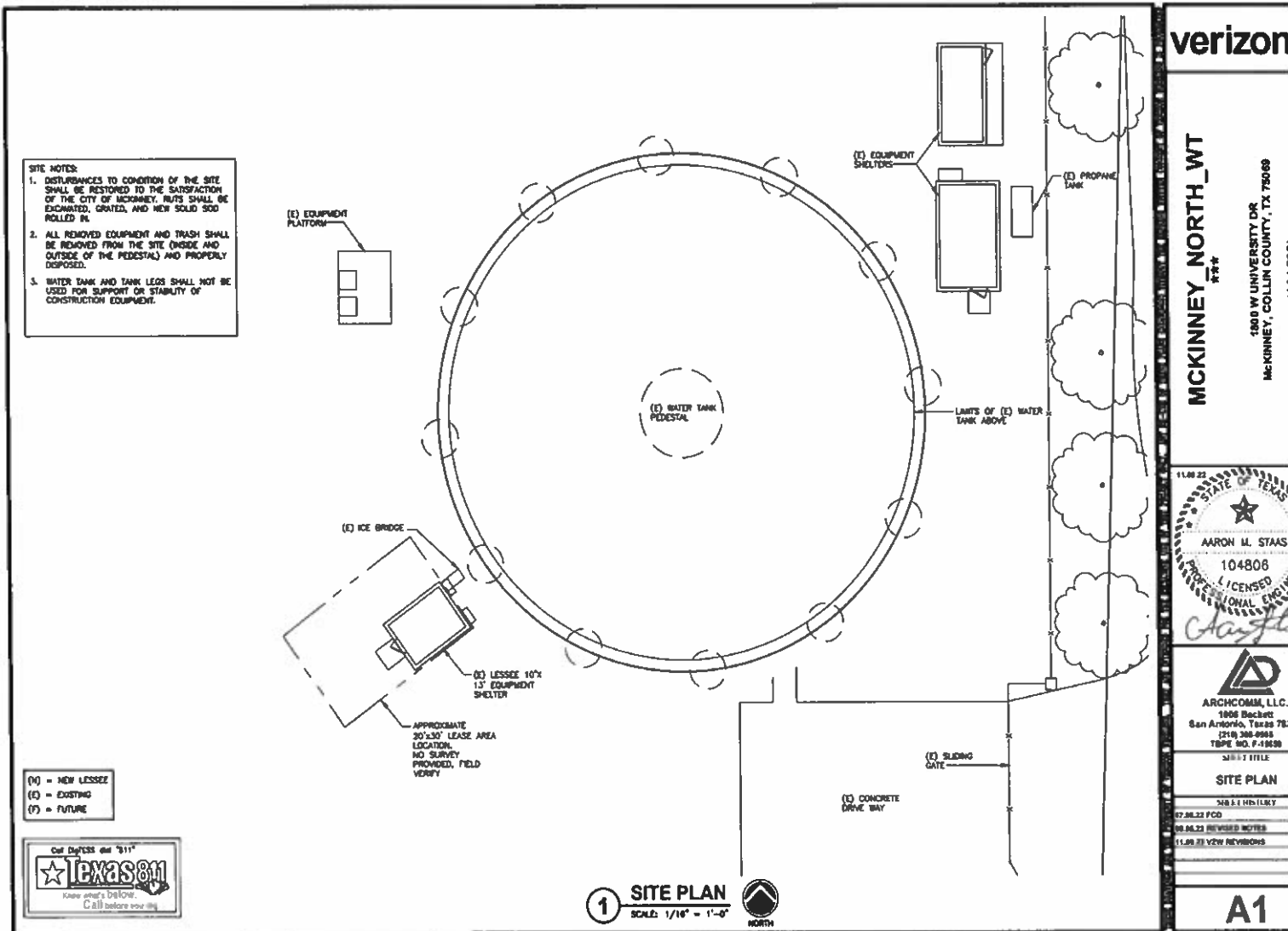
THENCE North 88 deg. 04 min. West, 180.0 feet to a stake;

THENCE South 01 deg. 56 min. West, 180.0 feet to a stake;

THENCE South 88 deg. 04 feet East, 180.0 feet to the **PLACE OF BEGINNING**, and containing 0.74 acres of land.

EXHIBIT "B"

GROUND SPACE PORTION OF THE LICENSED SITE



Ground and Elevated Water Storage Tank License Agreement
(Cellco Partnership d/b/a Verizon Wireless
Company ID # for location – Street Address)

EXHIBIT "B" (CONTINUED)

GROUND SPACE PORTION OF THE LICENSED SITE

SITE 1: North McKinney (R0047B) - 1800 West University Drive, McKinney, Texas

Legal Description of Leased Site

BEING a 20 foot X 30 foot tract of land out of that certain tract or parcel of land situated in the Samuel McFall Survey, County of Collin, State of Texas, as conveyed under that certain deed dated January 20, 1964 from George W. Cameron, and wife, Evelyn Cameron, Ione Cameron, a single woman, Grace Cameron Miller, a single woman, Jennie Lewis Cameron, a single woman and Ruth White Flemister, a single woman, to the City of McKinney, recorded in Volume 629, Page 591, Deed Records of Collin County, Texas. Said 20 foot X 30 foot tract of land being more particularly described as follows:

COMMENCING at the Southeast corner of Tract Two;

THENCE North 88 deg. 04 min. 00 sec. West, along the South line of said Tract Two for a distance of 142.31 feet to a point;

THENCE North 01 deg. 56 min. 00 sec. East, leaving said South line for 34.0 feet to the POINT OF BEGINNING;

THENCE North 34 deg. 03 min. 33 sec. West, for 20.0 feet to a point;

THENCE North 55 deg. 56 min. 27 sec. East, for 30.0 feet to a point;

THENCE South 34 deg. 03 min. 33 sec. East, for 20.0 feet to a point;

THENCE South 55 deg. 56 min. 27 sec. West, for 30.09' to the POINT OF BEGINNING and containing 600 square feet or 0.0137 acres of land, more or less.

TOGETHER WITH THAT CERTAIN ACCESS AND UTILITY EASEMENT described as follows:

BEING a 20' wide strip of land out of Tract One of Owner's Tract and being more particularly described as follows:

COMMENCING at Southwest corner of said Tract One, same being in the North line of U.S. 380;

THENCE South 88 deg. 04 min. 00 sec. East, along said South line of Tract One for 5.0 feet to the POINT OF BEGINNING;

THENCE North 01 deg. 56 min. 00 sec. East, leaving said South line for 188.0 feet to a point;

THENCE North 88 deg. 04 min. 00 sec. West, for 122.26 feet to a point;

THENCE North 34 deg. 03 min. 33 sec. West, for 35.75 feet to a point in the Southeast line of the Leased Site described above;

THENCE North 55 deg. 56 min. 27 sec. East, along said Southeast line for 20.0 feet to a point;

THENCE South 34 deg. 03 min. 33 sec. East, leaving said Southeast line for 25.56 feet to a point;

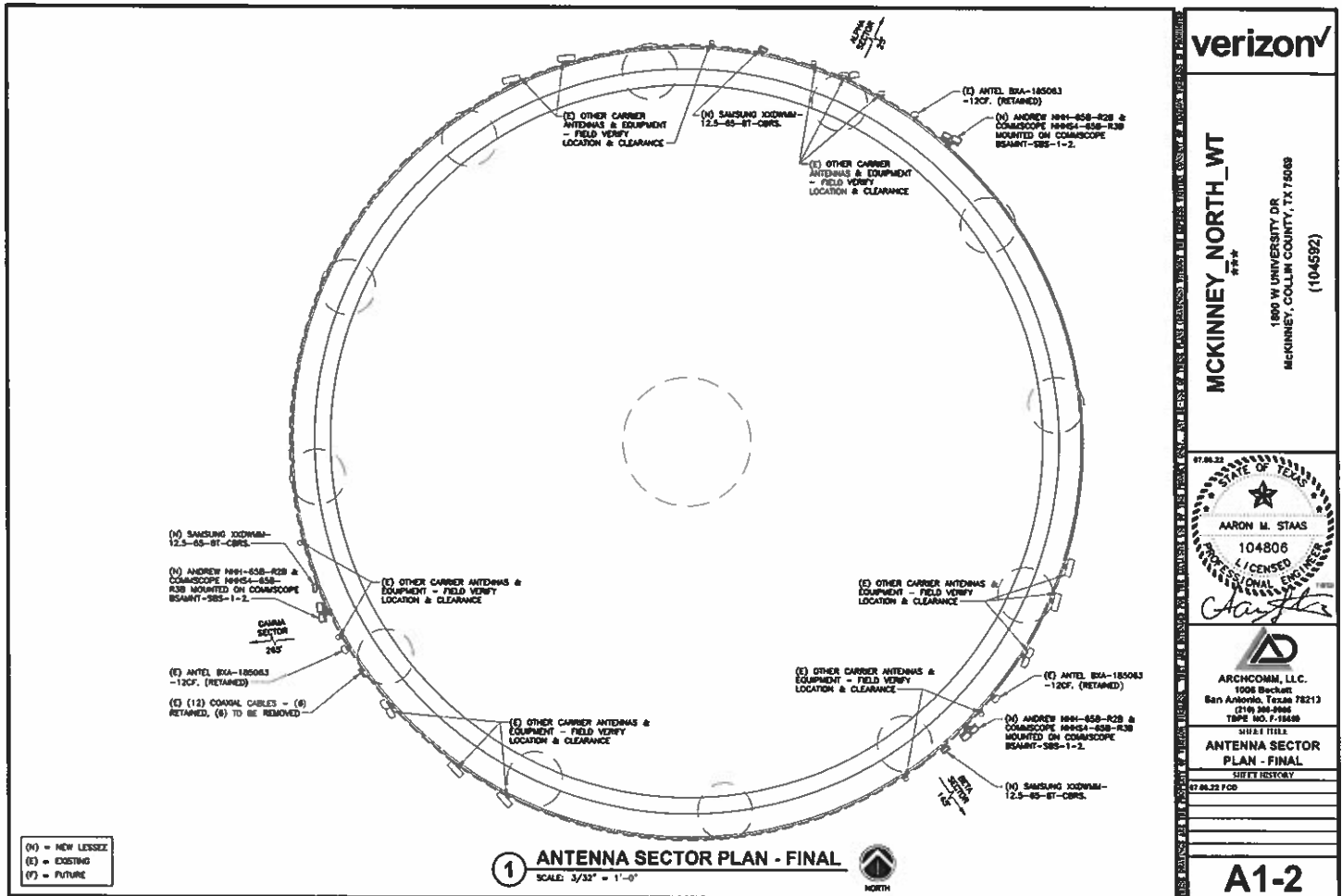
THENCE South 88 deg. 04 min. 00 sec. East, for 132.07 feet to a point;

THENCE South 01 deg. 56 min. 00 sec. West, for 208.0 feet to a point in the said North line of U.S. 380;

THENCE North 88 deg. 04 min. 00 sec. West, along said line for 20.0 feet to the POINT OF BEGINNING and containing 7,116 square feet or 0.1634 acres of land, more or less.

EXHIBIT "C"

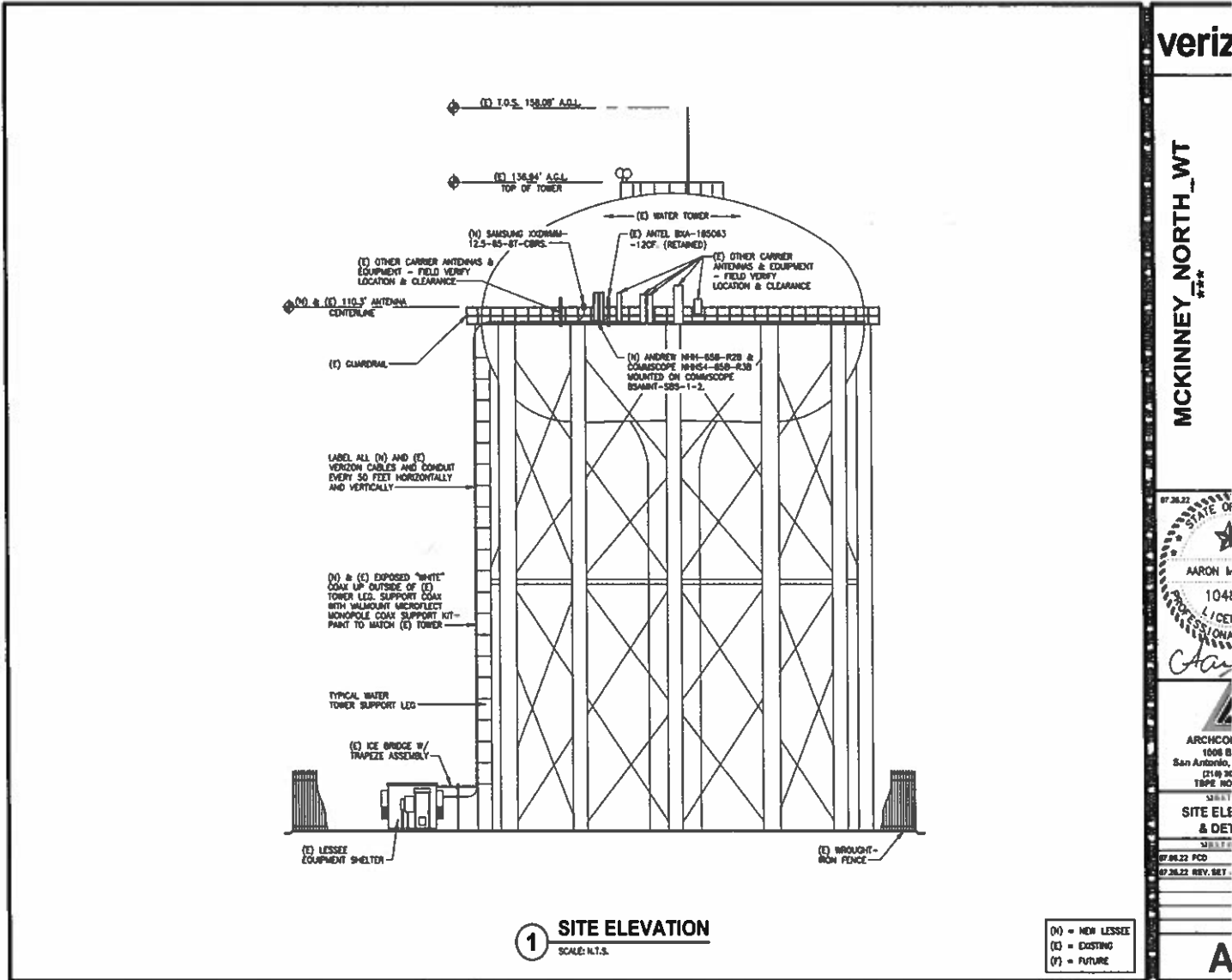
ELEVATED WATER STORAGE TANK SPACE PORTIONS OF THE LICENSED SITE



Ground and Elevated Water Storage Tank License Agreement
 (Cellco Partnership d/b/a Verizon Wireless
 Company ID # for location – Street Address)

EXHIBIT "C" (CONTINUED)

ELEVATED WATER STORAGE TANK SPACE PORTIONS OF THE LICENSED SITE



Ground and Elevated Water Storage Tank License Agreement
 (Cellco Partnership d/b/a Verizon Wireless
 Company ID # for location – Street Address)

EXHIBIT "D"

LICENSEE'S ANTENNA FACILITIES ON THE LICENSED SITE

Existing Ground Space Equipment to Remain:

One (1) Dalworth Quickset Type 3 Monolithically Cast 9000 PSI Concrete Equipment Shelter with Waveguide Bridge Assembly - 10'-0" x 12'-0" x 8' x 6". Exterior Wall Sandblasted and Sealed Aggregate

Two (2) – Three (3) Ton Exterior Mounted A/C Units

One (1) each electrical power and telco conduit routed as designated by local utility

New Ground Space Equipment to be installed:

Three (3) 6 OVP boxes in shelter

Existing Equipment on Elevated Water Storage Tank to Remain:

Three (3) Antel BXA-185063/12CF Antennas at the 110.3 Centerline

Six (6) ADC TMA DD 1900 FB TMAs

Six (6) Coaxial Cables

New Equipment on Elevated Water Storage Tank to be installed:

Three (3) Andrew NHH-65B-R2B Antennas at the 110.3 Centerline

Three (3) CommScope NHHS4-65B-R3B Antennas at the 110.3 Centerline

Three (3) Samsung XXDWMM-12.5-65-BT-CBRS Antennas at the 110.3 Centerline

Three (3) CommScope BSAMT-SBS-1-2 Mount Brackets

Three (3) Kaelus (KA-6008-8433)

Three (3) 6x12 Hybriflex Cables

Three (3) Samsung B2/B66A RRH-BRO49 (RFV01U-D1A) RRUs

Three (3) Samsung B5/B13 RRH-BRO4C (RFV01U-D2A) RRUs

Three (3) Samsung CBRS RRH-RT4401-48A RRUs

Three (3) Samsung RT-8808-77A RRUs

Three (3) OVP-6 Boxes

Ground and Elevated Water Storage Tank License Agreement
(Cellco Partnership d/b/a Verizon Wireless
Company ID # for location – Street Address)

EXHIBIT "E"

OWNER'S "PROPERTY/GROUNDS ENTRANCE AUTHORIZATION"
(Required for access to the Licensed Site consisting of the following one page.)

City of McKinney – Department of Public Works
Property/Grounds Entrance Authorization
PLEASE PRINT ALL INFORMATION LEGIBLY (Use Back if Needed)

SITE INFORMATION	
Name of Property to be Accessed _____	Date: ____/____/____
Address of Property _____	Time: _____ AM /PM
CONTACT INFORMATION	
Wireless Carrier: Company Name _____	Contact Name _____ Phone # _____
Contractor: Company Name _____	Contact Name _____ Address _____
Name of Site Supervisor _____	ID # _____ Type _____ Phone # _____
Name #1 of Other Workers _____	ID # _____ Type _____ Phone # _____
Name #2 of Other Workers _____	ID # _____ Type _____ Phone # _____
Name #3 of Other Workers _____	ID # _____ Type _____ Phone # _____
Name #4 of Other Workers _____	ID # _____ Type _____ Phone # _____
Name #5 of Other Workers _____	ID # _____ Type _____ Phone # _____
Estimated Duration of Work _____	Returning Tomorrow? Yes No
Vehicle #1 Info: Make _____ Model _____	Color _____ Tag# _____ State _____ Year _____
Vehicle #2 Info: Make _____ Model _____	Color _____ Tag# _____ State _____ Year _____
Vehicle #3 Info: Make _____ Model _____	Color _____ Tag# _____ State _____ Year _____
<i>Any additional personnel or vehicles should be added to another sheet.</i>	
Scope of Work to be Performed _____	
Climbing the Elevated Water Storage Tank? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Additional Comments: _____	
PROVISIONS	
<ol style="list-style-type: none"> 1. The Contractor affirms by the signature of its Authorized Representative below (the "Undersigned") that they have been authorized by the Wireless Carrier, identified above, to access, repair and perform services on the Equipment, in accordance with the License Agreement between the City and the Wireless Carrier. 2. The Undersigned agrees to indemnify and hold harmless the City in accordance with the License Agreement between the City and the Wireless Carrier. 3. The Undersigned agrees and understands the risk associated with working on and around the site and affirms that they will follow all OSHA and general accepted safety practices. 4. The Undersigned agrees to all provisions within the License Agreement including provisions related to noise, post site restoration and reimbursement for City expenses After Hours. 	

Notification is required upon arrival to the facility at 972-547-7360.

Signature of Contractor's Authorized Representative (the "Undersigned"): _____ Date: ____/____/____

McKinney Water System Representative Signature: _____ Date: ____/____/____

EXHIBIT "F"

FORM OF MEMORANDUM OF LICENSE AGREEMENT
(Form begins on the following page.)

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Company Name
c/o Responsible Department, if
applicable
Company Name, Site ID: #
Mailing Address
City, State Zip Code

[space above this line for Recorder's use]

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

§

§

**MEMORANDUM OF
GROUND AND ELEVATED WATER STORAGE TANK LICENSE AGREEMENT**

(*Company Name – Street Address*)

Pursuant to that Ground and Elevated Water Storage Tank License Agreement ("License") dated as of _____, 20____, the **CITY OF MCKINNEY, TEXAS**, a home-rule municipal corporation located in Collin County, Texas acting by and through its City Manager, did license unto ***Company Name***, a State and Type of Business Entity, the use of a portion of the ground space of the property and a certain portion of an elevated water storage tank also located on the property situated at *Site Street Address* in the City of McKinney, Collin County, Texas which property is described on Exhibit A attached hereto and made a part hereof, for an Initial Term of five (5) years, beginning as of _____, 20____, plus the option to extend the term for up to three (3) additional five (5) year terms, such that the License when extended to its fullest possible duration shall not exceed twenty (20) years in total on the terms and conditions and for the consideration provided in the License.

Both OWNER and LICENSEE have copies of the License and information about the License may be obtained from them at the addresses provided as follows:

OWNER:

City of McKinney
Attn: Public Works Department, Water Division
Re: ***Company Name***
Site Street Address EST License Agreement
222 N. Tennessee Street
McKinney, Texas 75069
(972) 547-7360

LICENSEE:

Company Name; *VERIZON WIRELESS*
c/o Responsible Department, if applicable *GEORGE KARATZIS*
Company Name, Site ID: # *VERIZON WIRELESS, LC 104592*
Mailing Address *600 HIDDEN RIDGE*
City, State Zip Code *IRVING, TEXAS 75038*

Executed this ___ day of _____, 20__.

OWNER:

CITY OF MCKINNEY

By: _____
PAUL G. GRIMES
City Manager

Date: _____

ATTEST:

EMPRESS DRANE
City Secretary
JOSHUA STEVENSON
Deputy City Secretary

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

LICENSEE:

Company Name, VERIZON WIRELESS
State and Type of Business Entity, TEXAS WIREL
CARRIER

By: [Signature]
Name: George Karateis
Title: Director
Date: 12/13/22

THE STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared **PAUL G. GRIMES**, City Manager of the City of McKinney, a Texas Municipal Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has executed the same on CITY's behalf.

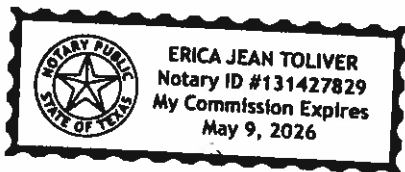
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____
DAY OF _____, 20____.

Notary Public _____ County, Texas
My commission expires _____

THE STATE OF TEXAS,
COUNTY OF DALLAS

This instrument was acknowledged before me on the 13 day of DECEMBER, 2022, by GEORGE KARATEIS, in his/her capacity as DIRECTOR of Company Name, a State and Type of Business Entity, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same on behalf of and as the act of **Company Name**.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 13
DAY OF DECEMBER, 20 22.



[Signature]
Notary Public DALLAS County, Texas
My commission expires MAY 9, 2026

EXHIBIT "A"

LEGAL DESCRIPTION OF OWNER'S PROPERTY