

This Instrument Was Prepared By  
and When Recorded Mail to:  
Patrick C. Pope, Esq.  
Baker Donelson Bearman Caldwell & Berkowitz, PC  
211 Commerce St., Suite 800  
Nashville, TN 37201

### MEMORANDUM OF LEASE AGREEMENT

**THIS MEMORANDUM OF LEASE AGREEMENT** (this “**Memorandum**”), is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **City of Broken Arrow**, an Oklahoma municipal corporation, having a mailing address of 220 South First Street, PO Box 610 Broken Arrow, Oklahoma 74013 (hereinafter referred to as “**Lessor**”), and **Cellco Partnership d/b/a Verizon Wireless**, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (“**Lessee**”).

1. Lessor and Lessee entered into the Cellco Partnership d/b/a Verizon Wireless Site Use/Lease Agreement (the “**Lease**”) of even date herewith. The Lease has an initial term of five (5) years, commencing on the Commencement Date as defined in the Agreement. LESSEE may extend the term of the Lease for three (3) renewal terms of five (5) years each on the terms and conditions set forth in the Lease.

2. In consideration of the payments, and subject to the terms and conditions, set forth in the Lease, Lessor has leased to Lessee certain space being a portion of the property located at 3093 North Elm Place, Broken Arrow, Tulsa County, Oklahoma 74012, which property is more particularly described in **Exhibit A** attached hereto and made a part hereof.

3. Pursuant to the Lease, Lessor leases to Lessee the portion of the Property, including ground space that is depicted in **Exhibit B**, attached hereto and made a part hereof, and space on Lessor’s water tower, including certain rights of access and for placement of utilities as provided in the Lease, which may or may not be depicted in Exhibit B (collectively, the “**Premises**”).

Lessee Site Name: Elm and Albany St OK  
Lessee Site Number: 266831

4. The terms, covenants and provisions of the Lease, which are hereby incorporated by reference into this Memorandum, extend to and are binding upon the respective executors, administrators, heirs, successors, and assigns of Lessor and Lessee.

5. This Memorandum contains only selected provisions of the Lease and reference is made to the full text of the Lease for the full terms and conditions. This Memorandum shall not, in any way, amend or supersede the terms and conditions of the Lease.

*[Balance of page intentionally left blank]*

*[Signature page following]*

Lessee Site Name: Elm and Albany St OK  
Lessee Site Number: 266831

**IN WITNESS WHEREOF**, Lessor and Lessee have duly executed this Memorandum effective as of the day and year first written above.

**LESSOR:**

**The City of Broken Arrow**, an Oklahoma municipal corporation

By: \_\_\_\_\_

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

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

By: \_\_\_\_\_

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

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
**ASSISTANT CITY ATTORNEY**

**LESSEE:**

**Cellco Partnership d/b/a Verizon Wireless**

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

Lessee Site Name: Elm and Albany St OK  
Lessee Site Number: 266831

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or whose identity was proven to me on the basis of satisfactory evidence), who acknowledged himself/herself to be the \_\_\_\_\_ of the City of Broken Arrow, Oklahoma, and affirmed that, being duly authorized, he/she executed the foregoing instrument on behalf of the City of Broken Arrow, Oklahoma, for the purposes therein contained.

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

(NOTARIAL SEAL)

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or whose identity was proven to me on the basis of satisfactory evidence), who acknowledged himself/herself to be the \_\_\_\_\_ of the City of Broken Arrow, Oklahoma, and affirmed that, being duly authorized, he/she executed the foregoing instrument on behalf of the City of Broken Arrow, Oklahoma, for the purposes therein contained.

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

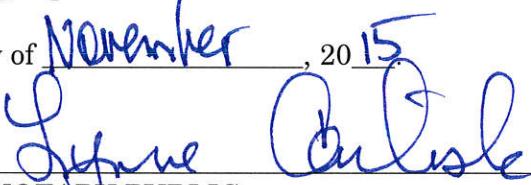
\_\_\_\_\_

(NOTARIAL SEAL)

Lessee Site Name: Elm and Albany St OK  
Lessee Site Number: 266831

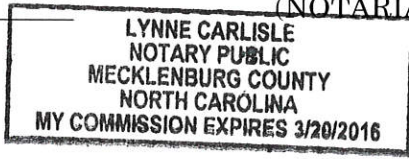
STATE OF NORTH CAROLINA )  
COUNTY OF MECKLENBURG )

Before me, a Notary Public, personally appeared Aparna Khurjekar, with whom I am personally acquainted (or whose identity was proven to me on the basis of satisfactory evidence), who acknowledged herself to be the Area Vice President Network of Cellco Partnership d/b/a Verizon Wireless, and acknowledged that being duly authorized, she executed the foregoing instrument on behalf of Cellco Partnership d/b/a Verizon Wireless for the purposes therein contained.

Witness my hand and seal this 20 day of November, 2015  
  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

(NOTARIAL SEAL)



Lessee Site Name: Elm and Albany St OK  
Lessee Site Number: 266831

## **Exhibit A**

### **Description of the Property**

Property located in Tulsa County, Oklahoma:

A tract of land in the Northeast quarter (NE/4) of the Southwest quarter (SW/4) of Section 35, Township 19 North, Range 14 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma according to the U.S. Government survey thereof and being more particularly described as follows: Commencing at the Southwest Corner of the Southwest quarter (SW/4) of said Section 35, thence N 1° 27' 45" W a distance of 2160.95 feet; thence N 88° 42' 11" E a distance of 1170.01 feet to the Point of Beginning; thence N 88° 42' 11" E a distance of 129.99 feet; thence S 35° 24' 04" E a distance of 220.00'; thence S 88° 42' 11" W a distance of 129.99 feet; thence N 35° 24' 04" W a distance of 220.00 feet to the Point of Beginning.

Said tract contains 0.65 acres more or less.

AND BEING the same property conveyed to The City of Broken Arrow, Oklahoma from First Baptist Church of Broken Arrow, an Oklahoma religious corporation by Deed of Dedication dated September 20, 2005 and recorded October 7, 2005 as Instrument No. 2005120553.

Tax Parcel No. 99435-94-35-48565



## **Exhibit B**

### **Description of the Premises**

#### **LESSEE'S LAND SPACE DESCRIPTION**

A tract of land lying in and being a part of the Southwest Quarter (SW/4) of Section Thirty-five (35), Township Nineteen (19) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, Oklahoma, being more particularly described as follows: Commencing at the Southwest corner of said SW/4; Thence North 01°28'19" West, along the West line of said SW/4, a distance of 2103.51 feet; Thence North 88°31'41" East a distance of 1214.05 feet to the point of beginning; Thence North 05°06'17" West a distance of 16.00 feet; Thence North 84°53'43" East a distance of 30.00 feet; Thence South 05°06'17" East a distance of 16.00 feet; Thence South 84°53'43" West a distance of 30.00 feet to the point of beginning. Containing 480 square feet or 0.011 of an acre, more or less.

#### **LESSEE'S RIGHTS OF WAY #1**

A Rights of Way Twenty feet wide (20') for ingress and egress crossing a part of the Southwest Quarter (SW/4) of Section Thirty-five (35), Township Nineteen (19) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, Oklahoma, the centerline being more particularly described as follows: Commencing at the Southwest corner of said SW/4; Thence North 01°28'19" West, along the West line of said SW/4, a distance of 2103.51 feet; Thence North 88°31'41" East a distance of 1214.05 feet to the Southwest corner of the above described Land Space; Thence North 84°53'43" East, along the South line of said Land Space, a distance of 15.00 feet to the point of beginning; Thence South 05°06'17" East a distance of 18.45 feet; Thence South 35°24'38" East a distance of 95.74 feet; Thence Southeasterly, along a curve to the left, having a radius of 20.00 feet, an arc length of 21.84 feet, on a chord bearing of South 66°41'50" East for a chord distance of 20.77 feet; Thence North 82°00'59" East a distance of 18.47 feet; Thence Southeasterly, along a curve to the right, having a radius of 20.00 feet, an arc length of 31.00 feet, on a chord bearing of South 53°35'02" East for a distance of 27.99 feet; Thence South 09°11'04" East a distance of 7.98 feet to the point of termination on the South line of that certain property described in Deed of Dedication to the City of Broken Arrow, recorded in Instrument No. 2005120553. Sidelines of said Rights of Way shall be shortened or extended as to terminate on the South line of said Land Space and the South line of said Deed of Dedication.

#### **LESSEE'S RIGHTS OF WAY #2 (First Baptist Church of Broken Arrow Book 5459, Page 31)**

A Rights of Way Twenty feet wide (20') for ingress and egress crossing a part of the Southwest Quarter (SW/4) of Section Thirty-five (35), Township Nineteen (19) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, Oklahoma, the centerline being more particularly described as follows: Commencing at the Southwest corner of said SW/4; Thence North 01°28'19" West, along the West line of said SW/4, a distance of 2103.51 feet; Thence North 88°31'41" East a distance of 1214.05 feet to the Southwest corner of the above described Land Space; Thence North 84°53'43" East, along the South line of said Land Space, a distance of 15.00 feet; Thence South 05°06'17" East a distance of 18.45 feet; Thence South 35°24'38" East a distance of 95.74 feet; Thence Southeasterly, along a curve to the left, having a radius of 20.00 feet, an arc length of 21.84 feet, on a chord bearing of South 66°41'50" East for a chord distance of 20.77 feet; Thence North 82°00'59" East a distance of 18.47 feet; Thence Southeasterly, along a curve to the right, having a radius of 20.00 feet, an arc length of 31.00 feet, on a chord bearing of South 53°35'02" East for a distance of 27.99 feet; Thence South 09°11'04" East a distance of 7.98 feet to the South line of that certain property described in Deed of Dedication to the City of Broken Arrow, recorded in Instrument No. 2005120553 and the point of beginning of Rights of Way #2; Thence South 09°11'04" East a distance of 65.66 feet; Thence South 40°13'15" East a distance of 91.16 feet; Thence South 00°11'23" East a distance of 129.80 feet; Thence South 27°21'56" East a distance of 84.14 feet; Thence South 56°48'44" East a distance of 88.55 feet; Thence South 37°51'40" East a distance of 323.27 feet; Thence Southwesterly, along a curve to the right, having a radius of 110.00 feet, an arc length of 183.57 feet, on a chord bearing of South 09°56'52" West for a chord distance of 163.00 feet; Thence South 57°45'24" West a distance of 237.37 feet; Thence South 12°54'12" West a distance of 408.87 feet; Thence South 01°39'22" West a distance of 114.87 feet; Thence Southwesterly, along a curve to the right, having a radius of 35.00 feet, an arc length of 53.60 feet, on a chord bearing of South 45°31'28" West for a chord distance of 48.51 feet; Thence South 89°23'34" West a distance of 75.42 feet; Thence Southwesterly, along a curve to the left, having a radius of 165.00 feet, an arc length of 128.16 feet, on a chord bearing of South 67°08'52" West for a chord distance of 124.96 feet; Thence South 44°54'11" West a distance of 480.53 feet; Thence Southwesterly, along a curve to the right, having a radius of 400.00 feet, an arc length of 190.25 feet on a chord bearing of South 58°31'43" West for a chord distance of 188.46 feet to the point of termination on the East line of the Right of Way filed in Book 5955, Page 732. Sidelines of said Rights of Way shall be shortened or extended as to terminate on the South line of the Deed of Dedication to the City of Broken Arrow, recorded in Instrument No. 2005120553 and the East line of said Right of Way filed in Book 5955, Page 732.