CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS SITE USE/LEASE AGREEMENT

This Site Use/Lease Agreement (this "Lease") is entered into this day of _______, 20____ ("Execution Date"), between the City of Broken Arrow, an Oklahoma municipal corporation, with an address of 220 South First Street, PO Box 610, Broken Arrow, OK 74013 ("Lessor"), and Cellco Partnership d/b/a Verizon Wireless with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) ("Lessee").

1. Premises.

- a. Subject to the following terms and conditions, Lessor leases to Lessee a portion of the real property in addition to a portion of the space on Lessor's water tower, herein after referred to as the "**Tower**", (the entirety of Lessor's property is hereinafter referred to as the "**Property**") described in the attached **Exhibit A**. Lessee's use of the Property shall be limited to that portion of the Property, together with easements for access and utilities, described and depicted in attached **Exhibit B** (collectively referred to hereinafter as the "**Premises**").
- b. The Premises, located at 3093 North Elm Place, Broken Arrow, Tulsa County, Oklahoma 74012, comprise approximately Four Hundred Eighty (480) square feet.
- 2. <u>Term.</u> The initial term of this Lease shall be Five (5) years, commencing upon the earlier of: (i) the first (1st) day of the month in which Lessee commences construction of the Antenna Facilities (hereinafter defined), or (ii) the first (1st) day of the month following the ninetieth (90th) day after execution of this Lease (the "Commencement Date").
- **<u>Permitted Use.</u>** The Premises may be used by Lessee only for permitted uses, which are: 3. (i) the transmission and reception of communications signals, (ii) the construction, alteration, maintenance repair, replacement and relocation of related facilities, towers, antennas, equipment, and buildings, and (iii) activities related to any of the foregoing. Lessee will maintain the Premises in good condition, reasonable wear and tear excepted. Lessor will maintain the property, excluding the Premises, in good condition, reasonable wear and tear excepted. Lessee shall obtain (prior to or after the Commencement Date), at Lessee's expense, all licenses and permits or authorizations required for Lessee's use of the Premises from all applicable government and/or regulatory entities (the "Governmental Approvals") and may (prior to or after the Commencement Date) obtain a title report, perform surveys, soils tests, and other engineering procedures or environmental investigations on, under, and over the Property, necessary to determine that Lessee's use of the Premises will be compatible with Lessee's engineering specifications, system, design, operations and Governmental Approvals. Lessor agrees to reasonably cooperate with Lessee (at no cost to Lessor), where required, to perform such procedures or obtain Governmental Approvals. If: (i) any of the applications for the Governmental Approvals are finally rejected; (ii) any Governmental Approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) Lessee determines that such the Governmental Approvals may not be obtained in a timely manner; (iv) Lessee determines that any soil boring tests or structural analysis is unsatisfactory; (v) Lessee determines that the Premises is no longer technically or structurally compatible for its

use, or (vi) Lessee, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, Lessee shall have the right to terminate this Agreement upon ninety (90) days' written notice to Lessor. Upon such termination, this Lease shall become null and void, except to the extent of the representations, warranties and indemnities made by each party to the other hereunder, and Lessee shall have no further obligation for payment of rent to Lessor.

4. Rent.

- a. Starting on the Commencement Date, Lessee shall pay Lessor, as rent, the sum of Two Thousand Five Hundred Dollars (\$2,500.00) monthly ("Rent"), payable on the first day of each month, in advance, to Lessor, at Lessor's address specified in Paragraph 13 below.
- b. Lessor and Lessee agree that they shall acknowledge in writing the Commencement Date. Lessor and Lessee acknowledge and agree that initial rental payment(s) shall not actually be sent by Lessee until forty-five (45) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, Lessee shall send to the Lessor the rental payments for January 1 and February 1 by February 28.

5. Renewal.

- a. Lessee shall have the right to extend this Lease for three (3) additional, five-year terms (each a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein except that Rent shall be increased at the beginning of each Renewal Term by fifteen percent (15%) of the Rent applicable in the immediately preceding five-year term.
- b. This Lease shall automatically renew for each successive Renewal Term unless Lessee notifies Lessor, in writing, of Lessee's intention not to renew this Lease at least 60 days prior to the expiration of the then-current term.
- c. If Lessee shall remain in possession of the Premises at the expiration of this Lease without a written agreement, such tenancy shall be deemed a month-to- month tenancy under the same terms and conditions of this Lease.
- 6. <u>Interference</u>. Lessee agrees to install equipment of the type and frequency which will not cause harmful interference, which is measurable in accordance with then existing industry standards, to any equipment of Lessor or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. If any of Lessee's after-installed equipment causes such interference, after Lessor has notified Lessee in writing of such interference, Lessee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Lessee's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will Lessor be entitled to terminate this Agreement or relocate the equipment as long as Lessee is making a good faith effort to remedy the interference issue. Lessor agrees that Lessor and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to

the then existing equipment of Lessee. The parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

7. <u>Improvements; Utilities; Access.</u>

- a. Lessee shall have the right, at its expense, to erect and maintain on the Premises, improvements, personal property, facilities and any number of radio transmitting and receiving antennas and electronic equipment shelters (collectively the "Antenna Facilities"). Lessor approves the location of such buildings and other improvements as shown on attached Exhibit C. Lessee shall submit the construction plans and specifications for the Antenna Facilities to Lessor for Lessor's approval, which approval shall not be unreasonably withheld or delayed; however, if Lessor has not responded to Lessee within ten (10) days of receipt of such plans and specifications, the plans and specifications shall be deemed approved by Lessor. Lessee shall have the right to replace or upgrade the Antenna Facilities at any time during the term of this Lease. Lessee shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Lessee. Lessee shall have the right to remove the Antenna Facilities upon the termination of this Lease.
- b. Lessee shall pay any additional utilities charges due to Lessee's use of the Premises. Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on the Premises (including, but not limited to the installation of emergency power generators). Lessor hereby grants an easement to permanently place any utilities on, or to bring utilities across, the Property in order to service the Premises and the Antenna Facilities as shown on **Exhibit B**. Lessee shall obtain approval from Lessor's Communications Systems Manager prior to the installation of any proposed emergency power generator(s), which approval shall not be unreasonably withheld or delayed; however, if Lessor's Communications Systems Manager has not responded to Lessee within ten (10) days of receipt of the plans for installation of an emergency power generator(s)shall be deemed approved by Lessor. However, at no time shall Lessee ever install a propane fired generator.
- c. As partial consideration for rent paid under this Lease, Lessor hereby grants Lessee an easement as shown on **Exhibit B** ("**Easement**") for ingress, egress, and access (including access as described in Paragraph 1) to the Premises adequate to service the Premises and the Antenna Facilities at all times during the term of this Lease or any Renewal Term. Upon notice, Lessor shall have the right, at Lessor's sole expense, to relocate Lessee's Easement, provided such new location shall not materially interfere with Lessee's operations. Any Easement provided hereunder shall have the same term as this Lease.
- d. Lessor represents and warrants that the Premises are now and shall continue in the future to be operated, managed and maintained in compliance with all applicable Federal, State and local laws and regulations.

- e. Lessee shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the term of this Lease and any Renewal Term.
- f. Any facility, tower, antenna, equipment or building that is not being used for the transmission and/or reception of communications signals for a continuous period of twelve (12) months shall be considered abandoned. Lessee shall remove same at its expense within ninety (90) days of receipt of notice from Lessor. If Lessee fails to remove said abandoned facility, tower, antenna, equipment, or building after the expiration of ninety (90) days' written notice from Lessor, then same shall be considered a public nuisance and shall be removable by the Broken Arrow City Council through the nuisance abatement procedures of the Broken Arrow Code.
- 8. <u>Default</u>. Any of the following occurrences, conditions or acts shall be deemed a "**Default**" under this Lease:
- a. if Lessee fails to pay amounts due under this Lease within fifteen (15) days of its receipt of written notice that such payments are overdue;
- b. if either party fails to observe or perform its obligations under this Lease and does not cure such failure within thirty (30) days from its receipt of written notice of breach; or such longer period as may be required to diligently complete a cure commenced within the 30-day period.
- 9. <u>Termination</u>. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:
- a. by either party upon thirty (30) days written notice in the event of a Default (as defined above) after the applicable cure periods;
- b. upon ninety (90) days written notice by Lessee on the conditions outlined in Section 3, above;
- c. immediately upon written notice if the Premises or the Antenna Facilities are destroyed or damaged so as, in Lessee's reasonable judgment, to substantially and adversely affect the use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Lessee shall be entitled to the reimbursements of any Rent prepaid by Lessee. If Lessee elects to continue this Lease, then all Rent shall abate until the Premises and/or Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction;
- d. at the time title to the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient, in Lessee's sole determination, to render the Premises unsuitable for Lessee's use. Lessor and Lessee shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Premises to a purchaser with power of eminent domain in the fact of the exercise of the power shall be treated as a taking by condemnation.

e. Lessee shall have the right to terminate this Lease without cause by giving written notice to Lessor and paying Lessor the amount of Five Thousand Dollars (\$5,000.00) at the time of termination as liquidated damages.

10. <u>Taxes</u>. Lessee shall pay any personal property taxes assessed on or any portion of such taxes attributable to, the Antenna Facilities. Lessor shall pay, when due, all real property taxes and all other fees and assessments attributable to the Premises. However, Lessee shall pay, as additional Rent, any increase in real property taxes levied against the Premises (excluding any additional taxes that relate to the period prior to the Commencement Date) which is directly attributable to Lessee's use of the Premises, and Lessor agrees to furnish proof of such increase to Lessee.

11. **Insurance and Subrogation**.

- a. Lessee will provide Commercial General Liability Insurance in the amount of \$1,000,000.00 per occurrence for bodily injury and \$1,000,000.00 general aggregate amount and include Lessor as an additional insured as their interest may appear on the policy or policies.
- b. Lessee shall not commence construction of Antenna Facilities until each of its contractors and subcontractors obtain substantially the same insurance as required of Lessee.
- c. Lessee shall provide a copy of the Certificates of Insurance to the Lessor's Safety and Risk Manager prior to commencing construction of Antenna Facilities and shall submit a copy of the yearly renewals of such Certificates of Insurance.

12. Hold Harmless.

- a. Lessee agrees to indemnify, defend and hold Lessor harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses arising from the installation, use, maintenance, repair or removal of the Antenna Facilities or the breach of this Lease, except to the extent attributable to the negligent or intentional acts or omission of Lessor, its employees, agents, or independent contractors.
- b. Lessor shall be liable to Lessee against any and all injury, loss, damage or liability (or any claims in respect to the foregoing), costs or expenses arising from any act, omission or negligence of Lessor or its employees or agents, occurring in or about the Property or Premises, or the breach of this Lease, except to the extent attributable to the negligent or intentional acts or omission of Lessee, its employees, agents, or independent contractors, and only to the extent allowed or limited by law under the Governmental Tort Claims Act, Title 51 O.S. 2001 § 151, et seq.
- 13. <u>Notices</u>. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

Lessee Site Name: Elm and Albany St OK

Lessee Location No: 266831

If to Lessor, to:

City of Broken Arrow Attn: City Manager 220 South First Street PO Box 610 Broken Arrow, Oklahoma 74012 If to Lessee, to:

Cellco Partnership d/b/a Verizon Wireless Attention: Network Real Estate 180 Washington Valley Road Bedminster, NJ 07921

14. Quiet Enjoyment, Title and Authority.

- a. Lessor covenants and warrants to Lessee that Lessor has full right, power and authority to execute this Lease; it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Lessee that will not interfere with Lessee's rights to or use of the Premises; and execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Lessor.
- b. Lessor covenants that at all times during the term of this Lease, Lessee's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Lessee is not in Default beyond any applicable grace or cure period.
- c. If Premises are encumbered by a deed of trust, mortgage or other security interest. Lessor will use its best efforts to provide promptly to Lessee a non-disturbance agreement, duly executed by the holder of such security interest. No foreclosure of any such deed of trust, mortgage or other security contract, or deed granted in lieu thereof, shall result in a termination of this Lease or Lessee's rights granted herein.

15. Environmental Laws.

- a. Lessee represents, warrants and agrees that it will conduct its activities on the Property in compliance with all applicable Environmental Laws. Lessor represents, warrants and agrees that it has in the past and will in the future conduct its activities on the Property in compliance with all applicable Environmental Laws and that the Property is free of hazardous substance as of the Execution Date of this Lease.
- b. Lessor shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of hazardous substances, not caused solely by Lessee, which have occurred or which may occur on the Property.
- c. Lessee agrees to defend, indemnify and hold Lessor harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses and judgments that Lessor may suffer due to the existence or discovery of any of Lessee's hazardous substances on the Property or the migration of any of Lessee's hazardous substances to other properties or released into the environment to the extent created by, and resulting from, Lessee's activities on the Property, that were not caused by actions pre-existing this Agreement.

- d. Lessor agrees that it will assume any and all liability regarding any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses and judgments that Lessee may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any hazardous substance to other properties or discharges into the environment, which relate to or arise solely from Lessor's activities during this Lease, except for any claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees attributable to Lessee, its employee's, agent's or independent contractor's activities on the Property. This assumption of liability is limited to the extent provided in the Oklahoma Governmental Tort Claims Act, Title 51 O.S. 2001 § 151, et seq. or any other federal or state laws.
- e. The indemnification in section c. above specifically includes costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.

16. Assignment and Subleasing.

- a. This Agreement may be sold, assigned or transferred by the Lessee without any approval or consent of the Lessor to the Lessee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the Lessor, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder.
- b. Additionally, Lessee may, upon notice to Lessor, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any such Mortgagees or holders of security interests including their successors or assigns (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Lessor agrees to notify Lessee and Lessee's Mortgagees simultaneously of any default by Lessee and to give Mortgagees the same right to cure any default as Lessee except that the cure period for any Mortgagee shall not be less than ten (10) days after receipt of the Default notice.
- 17. <u>Successors and Assigns</u>. This Lease shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.
- 18. <u>Waiver of Lessor's Lien</u>. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease, regardless of whether or not same is deemed real or personal property under applicable laws, and Lessor gives Lessee the right to

remove all or any portion of same from time to time in Lessee's sole discretion and without Lessor's consent.

19. **Confidentiality**.

- a. Pursuant to this Lease, Lessor will receive Lessee's confidential materials. Such Lessee's Confidential Materials (hereinafter defined) may be of a non-public, confidential or proprietary nature and this paragraph 19 pertains to maintaining the confidentiality of such information and materials. The phrase "Lessee's Confidential Materials" shall include all information and materials furnished by Lessee or its officers, directors, employees, agents or attorneys in connection with this Lease, whether furnished before or after the date hereof, and regardless of the manner in which such information or materials are obtained by or delivered to Lessor.
- b. Lessor agrees that Lessee's Confidential Materials shall be kept strictly confidential by Lessor and its officers, directors, employees, agents, consultants, accountants, attorneys and any other party in any way related to Lessor. Lessor further agrees that Lessee's Confidential Materials are being delivered to Lessor solely for the purposes set forth in this Lease.
- c. Lessor hereby acknowledges that it is aware that money damages may not be a sufficient remedy for a violation or threatened violation of this paragraph 19 and that Lessee may be entitled to specific performance or other equitable relief for any such violation or threatened violation. Lessor shall be responsible for any violation or threatened violation of this provision by any of its representatives or by or through any other party receiving Lessee's Confidential Materials from or through Lessor.
- d. All agreements contained in Section 19. Confidentiality, paragraphs a, b, and c, are subject to Title 51 0.S. 2001 § 24A.1, et seq.
- 20. <u>Maintenance and Tower Compliance</u>. Upon request of the Lessor, Lessee agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation", for the purpose of Lessor performing maintenance, repairs, or similar work at the Property or on the Tower, provided:
 - a. The Temporary Relocation is similar to Lessee's existing location in size and is fully compatible for Lessee's use, in Lessee's reasonable determination;
 - b. Lessor gives Lessee at least ninety (90) days written notice prior to requiring Lessee to relocate;
 - c. Lessee's use of the Premises is not interrupted or diminished during the relocation and Lessee is allowed, if necessary, in Lessee's reasonable determination, to place a temporary installation on the Property during any such relocation;
 - d. Upon the completion of any maintenance, repair, or similar work by Lessor, Lessee is permitted to return to its original location from the temporary location; and

- e. The space for temporary relocation will be provided by Lessor, but the Lessor shall not provide a temporary tower or other facilities for temporary relocation.
- 21. Rights Upon Sale. Should Lessor, at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than Lessee, such sale shall be under and subject to this Agreement and Lessee's rights hereunder, and any sale by Lessor of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of Lessee in and to such right-of-way.

22. <u>Miscellaneous</u>.

- a. Each party agrees to furnish to the other, within thirty (30) days after request, such truthful estoppel information as the other may reasonably request.
- b. This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind that are not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.
- c. If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.
- d. Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in the form attached hereto as Exhibit D) necessary to protect its rights or use of the Premises. Either party may record the Memorandum of Lease in place of this Lease.
- e. This Lease shall be construed in accordance with the laws of the State of Oklahoma. Exclusive original jurisdiction for any action relating to this Lease shall be solely in the United States District Court for the Northern District of Oklahoma or in the District Court of Tulsa County, where the Property is located.
- f. The provisions of this Lease are severable and if, for any reason, any one or more of the provisions contained in the Lease shall be held invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provision of this Lease and this Lease shall remain in effect and be construed as if the invalid, illegal or unenforceable provision had never been contained in the Lease.
- g. Neither party shall be held responsible for any delay or failure in performance under this Lease to the extent that such delay or failure is caused by circumstances beyond the control of such party, including without limitation, acts of God, fire, flood, explosion, war, acts or omissions or carriers or other similar conditions. If a Force Majeure condition occurs, the party whose performance is affected shall notify the other party immediately and shall resume performance as soon as reasonably possible.

Lessee Site Name: Elm and Albany St OK

Lessee Location No: 266831

h. The captions in this Lease are for reference only and shall not limit the meaning of the provisions of this Lease. The exhibits referred to herein and attached to this Lease are incorporated into this Lease and made a part hereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, said parties have caused this Lease to be duly executed as of the date first above written.

LESSOR:

	The City of Broken Arrow, Oklahoma
	By:
	Name:
PPROVED AS TO FORM:	Title:
Lesli Myers	Date:
SSISTANT CITY ATTORNEY	By:
	Name:
	Title:
	Date:
	LESSEE:
	Cellco Partnership d/b/a Verizon Wireless
	Ву:
	Aparna Khurjekar Area Vice President Network
	Date: 11 20 2015

Exhibit A

LESSOR'S PROPERTY

Property located in Tulsa, OK

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 07, 2005 in Instrument No. 2005120553.

Tax Parcel No. 99435-94-35-48565

Lessee Location No: 266831

Exhibit B

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 ACCESS AND UTILITY EASEMENT DESCRIPTION

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, Oklahorna, 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. 2005'120553. 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 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 18.47 feet; Thence South 09'11'04" East a distance of 18.66 feet; Thence South 09'11'04" East a distance of 88.55 feet; Thence South 27'21'56" East a distance of 91.16 feet; Thence South 09'11'04" East a distance of 18.50 feet; Thence South 37'51'40" East a distance of 323.27 feet; Thence South 96'48'44" East a distance of 18.50 feet; Thence South 27'21'56" East a distance of 48.51 feet; Thence South 47'5'140" East a distance of 18.57 feet; Thence South 96'5'2" West for a chord distance of 16.00 feet, an arc length of 18.50 feet; Thence South 86'5'24" West a distance of 18.50 feet; Thence South 86'5'24" West a distance of 18.50 feet, an arc length of 53.60 feet,

(See attached survey)

2520–312 (201) 2520–312 (201) 2520–312 (201) SHEET 2 OF & ALBANY OK CV \$25.5 & Extras 02/30/5014 Loz (402) 562-4180 Office (402) 562-4180 Office (402) 582-4180 1801 Z Moddan Bodd WTA 85.100512 :4 BOU PAGE: FILE 188992 FIELD BOOK: FILE APPROVED BY: KEH DATE: 10/10/2013 TAPON MIRELESS DRAWN BY: KEH Onusas & CETTCO byklnebshib 2CVTE: 1. = 100, SURVEYED BY: AEH LESSEE'S LAND SPACE DETAIL R = 20.00' L = 31.00' CHORD BEARING = \$55.35'02'E CHORD DISTANCE = 27.99' SHEET MATCH LINE SHEET MATCH LINE II 32 \$09.11.04*E Existing Drd Road

509 11 04 E 65.66

Centerline 20 Rights Of Way #2 -0 Grass Deed Of Dedication From First Baptist
To City Of Broken Arrow
Instrument No. 2005120553 Point Of Termination Rights Of Way #1 Point Of Beginning Rights Of Way #2 Parent Tract Bou hain Link Fence TOWER crete Flume Woter SEPANSE DE ROPIE O WOV A 8737 R = 20.00' L = 21.84'
CHORD BEARING = S66'41'50"E
CHORD DISTANCE = 20.77' Point Of Beginning Rights Of Way #1 Parent Tract Boundary 16.00' 0 S05'06'17"E N84-53-43-E Fire Hydront 17 E Document 2005020430 20' Water Line Easement NW LAND SPACE: 872.1' NE LAND SPACE: 872.6' SW LAND SPACE: 872.0' SE LAND SPACE: 872.4' Point Of Beginning Lessee's Lond Space Thom link fance LAND SPACE CORNER ELEVATIONS #4 Iron Rod Found Choin Link Fence Overhead Utility Lines SURVE Easement From Baptist Village Retirement Communities To The City Of Broken Arrow Book 7312, Page 1449 Village Retirement Com General Warranty Deed Book 7210, Page 102 Boptist ! Noted LEGEND

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9990-912 (904) SHEEL 3 OF CV \$25.5 Reduces 02/30/3014 Lut (402) 562-4280 Olice (402) 562-4200 Olice (402) 582-4200 1801 2: Moldan Yodg 555 Enterprise Dr. Edmond, OK 73013 ETW & VIBVAK OK 84.100512 : BOU PAGE: FILE 188992 FIELD BOOK: FILE APPROVED BY: KEH £105\01\01 :3TA0 DRAWN BY: KEH SSTTERIM NOZINEA D/9/P CD2 when CETTCO BYKLNEBSHIB 2CYFE: 1. = 100, SURVEYED BY: AEH LESSEE'S OF WAY #2 DETAIL R = 110.00' L = 183.57' CHORD BEARING = S09'56'52'W CHORD DISTANCE = 163.00' RIGHTS Parent Tract
Deed Of Dedication From First Baptist Church
To City Of Broken Arrow
The Strument No. 2005120553 MATCH LINE SHEET 2 MATCH LINE SHEET 3 Centerline 20' Rights Of Way #2 First Baptist Church Of Broken Arrow General Warronty Deed Book 5459, Page 31 Overhead Utility Line: Point Of Termination Rights Of Way #1 Point Of Beginning Rights Of Way #2 Centerline 20' Rights Of Way #1-Easement From Boptist Village Retirement Communities To The City Of Broken Arrow Book 7312, Page 1449 Lessee's Land Space Baptist Village Retirement Communities General Warranty Deed book 7210, Page 102 LEGEND

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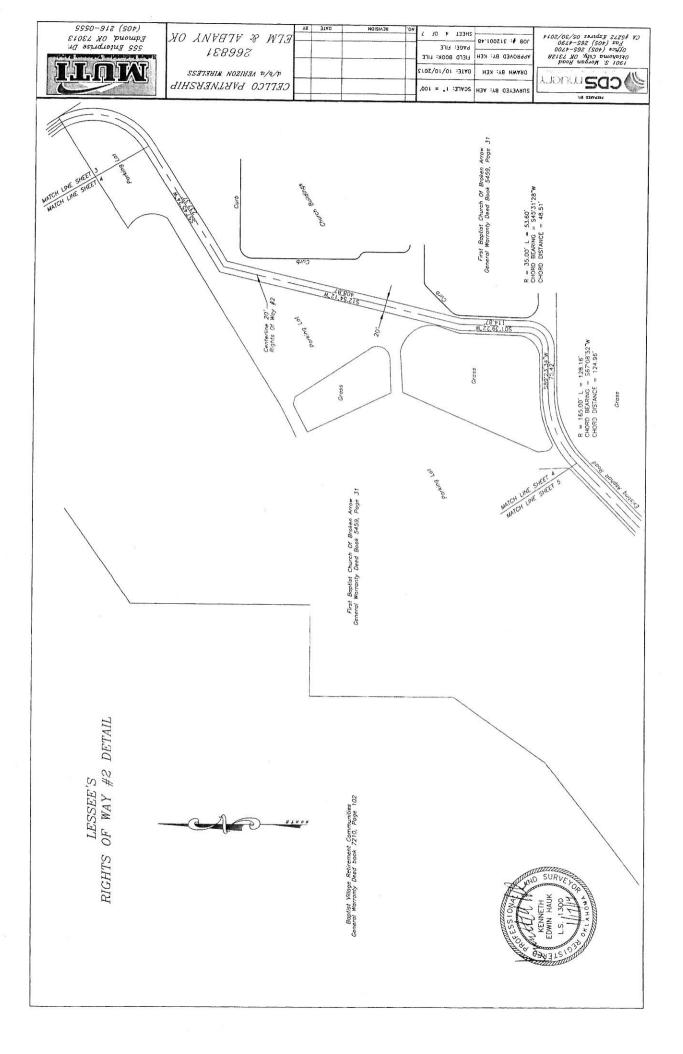
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9990-912 (904) ZHEEL 2 OF 7 CV \$2535 Expires 02/30/5014 Lat (402) 802-4300 Ollice (402) 502-4300 Oklayour Cult '08 23158 301 2 Mondon Youd ETW & VIBVAK OK Eloer NO brombed Dr. 81.100512 :\$ sou PAGE: FILE 188992 FIELD BOOK: FILE APPROVED BY: KEH DATE: 10/10/2013 DRAWN BY: KEH q/p/a verizon wireless CD2 when CETTCO LYBINEBSHIL 2CVIE: 1. = 100. PURVEYED BY: AEH #5 Iron Rod Found SE Corner SW/4 Section 35, T19N-R14E First Baptist Church Of Broken Arrow General Warranty Deed Book 5459, Page 31 Grass Centerline 20' Rights Of Way #2 First Baptist Church Of Broken Arrow General Warranty Deed Book 5459, Page 31 R = 400.00' L = 190.25' CHORD BEARING = S58'31'43"W CHORD DISTANCE = 188.46' LESSEE'S RIGHTS OF WAY #2 DETAIL Baptist Village Retirement Communities General Worranty Deed book 7210, Page 102 Existing Right Of Way Book 5955, Page 732 Point Of Commencement Brass Cap Found SW Corner SW/4 Section 35, T19N-R14E 60' Right Of Way Line (Public Right Of Way)

NORTH ELM PLACE

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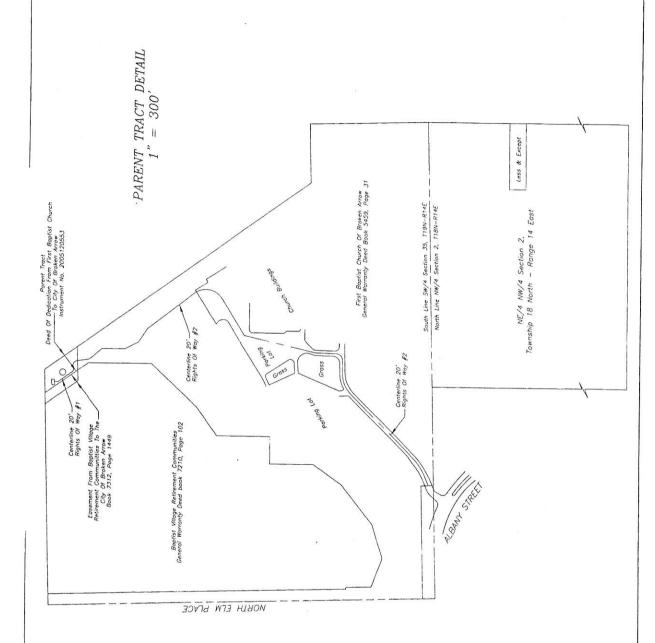
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CN \$2525 Exbuses 02/30/5011 Office (402) 562-4250 Office (402) 562-4200 1601 2 Moldan Hodd









PARENT TRACT DESCRIPTION (Deed of Dedication Instrument 2005/20553)
A trock of land in the Northeest Obarter (NE(4) of the Southwest Obarter (SW/4) of Section 35, Township 19 showly thereof and being more particularly described as follows: Commencing at the Southwest corner of the Suchwest Lounding Agencied as follows: Commencing at the Southwest corner of the SW-2014 Section of Station 35, thence N 1221/45, W of distance of 216.095 feet; thence N 884/211* E a distance of 177.001 feet to the Point of Beginning, thence N 884/211* E of distance of 120.095 feet; thence N 35/24/04* E of distance of 200.00 feet; thence S 884/211* W of distance of 120.999 acres, more or less.

LESSEE'S LAND SPACE DESCRIPTION

LESSEE'S LAND SPACE DESCRIPTION

To receive the second process of the southwest Quorter (SW/4) of Section Thirty-five (35).

Townston (1978) and which Range Dourtern (14) East of the indian Base and Meridian. India County,

North O178 199 were conficiently described as clidions; Commercing at the Statimest corner of as of SW/4; Thence
North O178 199 were conficiently described as (48) and a statime of 2 (30.5) if etc.; Thence North 89:314; Thence
EAST of distance of 1214,02 etc.; In the first of statime of 18,00

The County of the STS AT SECTION OF STATIMEST OF ST

A Rights of way were the work of the southwest blunder (\$8/4) and settled of the Southwest blunder (\$8/4) and settled of Section Thirty-like (\$5). Township Ninteen (19) North, Ronge Fourteen (14) East of the Indian Base and Merdian Tulas County, Oldhonnou, the centering the period profit described as follows: Commercing at the Southwest corner of said \$8/4. There have the porticularly described as follows: Commercing at the Southwest corner of said \$8/4. There have the distance of 121.05 feet to the Southwest corner of the above 15.00 feet to the point of beginning. There south 96.50 feet to the Southwest corner of the above 15.00 feet to the point of beginning. There South 50.60 f. The state of state of \$1.34.05 feet the south of \$1.34.05 feet the south \$1.34.05 feet the south \$1.34.05 feet the south \$1.34.05 feet there \$1.34.05 feet the south \$1.34.05 feet the \$

I, Kenneth E. Houk, Oklohomo Registered Land Surveyor No. 1300, do hereby certify that this survey represents are constant survey mode by me or under my supervision and is true and correct to the best of my knowledge and belief.



S ALBANY YO. WTE 188992

A/b/a VERIZON WIRELESS CETTCO DVKLNEBSHID

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CV \$6272 Expires 06/30/2014

Office (402) 265-4700

Office (402) 265-4700

1301 S. Roudan Road CD2 WINGL

VOTES

1: The following easements and right of way are contained in Report of Title by Fidelity National Title insurance Company, Fife No. 172514, Issuer Ober. 08/09/2013.
Hen 2. Right of Way Grant in favor of Gall Pipe Line Company, recorded in Book 930, Page 96; Partial Assignment of Right of way, recorded in Book 4984, Page 11599, Assignment of Reserved Right of Way, recorded in Book 6744, Page 12. Does Not Affect the subject Land Space or Rights of Ways.

(402) 518-0222

555 Enterprise Dr.

Item 3. Right of Way Agreement in favor of Explorer Pipeline Company, recorded in Book 3968, Page 572 Does Not Affect the subject Lond Space of Rights of Ways.

Herm 4. Ordinance No. 434. recorded in Book 4025, Page 2054 is the ameration of the property in which the Land Space and the Rights of Ways are incoded to the City of Broken Afraw.

Item 7. Right of Way Easement in favor of Public Service Campany of Oklahoma, recorded in Book 4786, Page 112 Does Not Affect the Subject Land Space or Rights of Ways. Item 6. Right of Way Casement in favor of Public Service Company of Oklahoma, recorded in Book 4683, Page Release of Easement, recorded in Book 6093, Page 436 Does Not Affect the Subject Land Space or Rights of

area that is now Land Space and Item 8. Temporary Construction Easement in fowar of the City of Broken Arrow, recorded in Book 6847, Page 1092 is expired therefore it Does Not Affect the Subject Land Space or Rights of Mays. Item 9. Utility Epsement in fovor of the City of Broken Arrow, recorded in Book 7255, Page 1029 is the ended by the City of Broken Arrow by Deed of Dedication, Instrument No. 2005/20553 and is where the Rights of Way if or elocated.

Item 10. Utility Epsement in fovor of the City of Broken Arrow, recorded in Book 7312, Page 144 is the area that is removed by the City of Booken Arrow by Deed of Dedication, Instrument No. 2005;20553 and is where the Land Space of Rights of Way #1 are loading.

Item 11. Road Easement in favor of the City of Broken Arrow, recorded in Book 7312, Page 148 Does Not Affect the appect Lond Space of Rights of Ways. Item 12. Utility Easement in the City of Broken Arrow, recorded as instrument 2005020430 Does Not Affect the subject Lond Space of Rights of Ways.

Item 13. Underground Right of Way Easement in favor of Public Service Company of Oklahama, recorded as instrument No. 2005047384 Does Not Affect the subject Land Space of Rights of Ways.

2: Bearings shown hereon are based on the Oklahoma State Plane Coordinate System, North Zone, NADB3 Datum.

The lelitude and longluide shown herean are based on NADB3 batum and are accurate to within twenty feet harizon the elevations shown herean one based on NAVOB8 and are accurate to within three feet vertical. This information was established and determined by GPS Daservations.

4: This survey does not provide any determination concerning wetlands, fault lines, toxic waste or any other i issues. Such matters should be directed to an expert consultant.

5. There may be additional buried or underground utilities in the area which the surveyor is unaware of and no liability for such is assumed herein.

This survey meets or exceeds the Minimum Standards for boundary surveys as adopted by the Oklahoma State Board Registration for Professional Engineers and Land Surveyors.

ELEVATION: CENTER WATER TOWER COORDINATES 36'04'52.04" LONGITUDE: 95'47'35.09" NAVD88 NAD83 / LATITUDE:

872

A Rights of Way Venny (Feth Baptist Church of Broken Arrow Book 5459, Page 31)

A Rights of Way Venny (Feth Ved COS) for ingress and egress received of the Southwest Quarter (SW/4) of Section Thirty-free (35). Towaship Nineteen (19) North, Ronge Fourteen (14) East of the Indian Base and Weddian, Tulada County, Oxforbone, the centerfree being more particularly described as follows. Commenting at the Southwest corner of said SW4. There exhibite the County of the Southwest corner of said SW4, and the Swall was a contract of said SW4. The fact of statement of 12,05 feet to the Southwest corner of the above described Land Space. Here Southwest corner of the above of 35.24 feet. There South 60506175 East of sistone of 13.55 feet to the Southwest corner of the above of 35.24 feet. There South 60506175 East of sistone of 13.55 feet in the Southwest corner of the above of 35.24 feet. There South 60506175 East of sistone of 13.45 feet in the Southwest corner of the back of 35.24 feet. There South 60506175 East of sistone of 12.51 feet to the Southwest corner of the South 60506175 East of sistone of 12.54 feet. There South 60506175 East of sistone of 12.54 feet. There South 60506175 East of sistone of 12.55 feet to make the South 60506175 East of sistone of 12.55 feet to make the South 60506175 East of sistone of 12.55 feet. There South 6050617653 on of the April 12.55 East of sistone of 12.55 feet. There South 6050617655 on of statemers of 12.55 feet. There South 65406170 East of distance of 12.55 feet. There South 65406170 East of distance of 12.55 feet. There South 65406170 East of distance of 12.55 feet. There South 65406170 East of distance of 12.55 feet. There South 65406170 East of distance of 12.55 feet. There South 65406170 East of distance of 12.55 feet. There South 65406170 East of distance of 12.55 feet. There South 65406170 East of distance of 13.50 feet. In orc. Leight 67.50 feet, There South 65506170 East on cross of 45506170 East on cross east of East 67506170 East on cross east 67506170 East on cross east

Exhibit C

Lessee's Antenna Facilities

