

memorandum

TO: Mayor & City Council

FROM: John Godwin, City Manager

SUBJECT: TOWER LEASE AGREEMENT WITH T-MOBILE

DATE: October 2, 2017

BACKGROUND: The City has been approached by T-Mobile West LLC (“T-Mobile”) regarding leasing space on the city’s east water tower and grounds for the installation and operation of telecommunications equipment. After several months of negotiation, we have reached the agreement contained in the attached Ground and Tower Lease Agreement.

STATUS OF ISSUE: The Lease provides for an initial 5-year term with the possibility of an additional three renewal terms of five years each. The rental fees for the first year will be \$1,850 per month, and the fees will escalate by 3% each successive year of the initial term and any renewal terms. Other terms of the lease govern access to the leased site; provide for an escalation of rent of 150% should T-Mobile improperly hold over after expiration of the final renewal term; and provide for indemnification and insurance coverage, among other typical lease provisions. Besides providing for a new source of revenue for the city, the arrangement will allow T-Mobile to better serve the residents of Paris who are there customers.

BUDGET: Unbudgeted revenues of \$22,200 in the first year.

RECOMMENDATION: Authorize the city manager to execute the attached Ground and Tower Lease Agreement on behalf of the City.

After recording, return to:

City Clerk
City of Paris, TX
P.O. Box 9037
150 1st SE
Paris, Texas 75460

GROUND AND TOWER LEASE AGREEMENT

THIS GROUND AND TOWER LEASE AGREEMENT ("Lease"), is entered into as of the latter of the signature dates below to be effective as of _____ (the "Effective Date") by and between the **CITY OF PARIS, TEXAS**, a Texas municipal corporation ("OWNER"), and T-Mobile West LLC a Delaware limited liability company ("TENANT").

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

1. THE LEASED SITE

A. The OWNER is the titleholder of a certain parcel of real property upon which a water tower has been constructed, such parcel and water tower located at the following general location within the City of Paris:

East Water Tower on the 600 block of 25th NE

The above-identified location is in the City of Paris, County of Lamar, State of Texas, referred to as "Owner's Property."

B. The TENANT hereby leases a portion of the OWNER's Property and a certain portion of the water tower (the "Tower") located on OWNER's Property, together with obtaining a right of ingress, egress and other access and a right to install utilities (the "Leased Site"). Owner leases said Leased Site to Tenant subject to Section 28 of the City of Paris Zoning Ordinance No. 1710 located in the City of Paris, Paris, Texas Code of Ordinances. The ground space portion of the Leased Site which is the subject of this Lease is located within OWNER's Property shall be situated substantially as shown on the attached Exhibit "A". With respect to the space on the Tower, its location and orientation are set forth on the attached Exhibit "B", such Exhibit also showing the location for installation of the Antenna Facilities, as listed on the attached Exhibit "C". As used herein, "Antenna Facilities" shall be deemed to mean all equipment, including antennae support structures, to be used by TENANT in connection with the operation of its telecommunications facility on the Leased Site, including the equipment described on Exhibit "C" hereto as such equipment may be modified or added to from time to time in accordance herewith. TENANT shall have the right to run cables, wires, conduits and pipes under, over and across OWNER's Property to connect TENANT's Antenna Facilities on the Tower to its Antenna Facilities in its equipment building, if any, to be constructed on the ground space portion of each Leased Site as denoted on the site plan required by Zoning Ordinance Section 28-109 and approved by the Planning and Development Department of the City. TENANT, its agents, employees, contractors, subcontractors and authorized representatives may park their vehicles

on OWNER's Property when TENANT is constructing, removing, replacing, servicing, maintaining, securing and/or operating its Antenna Facilities as provided in this Lease.

C. TENANT may not add additional equipment and/or antennae from that shown on Exhibit "C" without the prior written approval of the OWNER, such approval not to be unreasonably withheld or delayed. This Lease is not a franchise nor is it a permit to use City rights-of-way. Any such franchise or permit must be obtained separately from OWNER.

D. TENANT'S equipment building (which may be cabinets), if any, on the ground portion of the Leased Site shall be installed on a slab foundation at TENANT's expense and shall be painted to match the Tower. In addition, the Antenna Facilities shall be painted by TENANT to match the Tower and TENANT shall comply with any and all landscaping requirements imposed by OWNER. Said equipment buildings and Antenna Facilities shall be owned by TENANT and shall be removed from the site by TENANT within a reasonable period following termination of this Lease. The building shall be used to house TENANT's communications equipment and all associated or related equipment of any type as deemed necessary or desirable by TENANT (this equipment shall be included as part of the Antenna Facilities listed on Exhibit "C"). The building will be placed adjacent to the Tower in the location described in Exhibit "B."

2. LEASE AND EASEMENT

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

B. TENANT shall have access to the Leased Site, including the Tower, only with prior notice to OWNER. Anytime TENANT requires access to the Tower, TENANT shall complete the City of Paris-Water Services Department Property/Grounds Entrance Authorization ("Authorization Form") attached hereto as Exhibit "D", or any amended or revised Authorization Form as may later be adopted by OWNER, and submit said Authorization Form to OWNER. Notwithstanding any provision of this Section 2.B. to the contrary, TENANT's access to the Leased Site is dependent upon the availability of a representative of OWNER to accompany TENANT while TENANT is on the Leased Site.

Access to the Leased Site for non-emergency maintenance or repairs, including access to the Tower, shall generally be limited to the hours between 10:00 a.m. and 3:00 p.m. on Monday through Friday. TENANT shall notify OWNER at least twenty-four (24) hours in advance of TENANT's desire to access the Leased Site for such non-emergency maintenance or repairs. Notwithstanding the foregoing, TENANT may be allowed to access the Leased Site for non-emergency maintenance or repairs at other times so long as TENANT schedules such access in advance and at a time that is convenient to and agreed by OWNER.

If Tenant requires access to the Leased Site for emergency maintenance or repairs, TENANT shall have access to (i) the portion of the Leased Site outside of the access gate without prior notice; and (ii) the portion of the Leased Site inside of the access gate, excluding the Tower, upon

notifying OWNER of an emergency condition (which notice may be by telephone or email) and obtaining the access code for the access gate. TENANT shall not access or enter into, upon or about the Tower except with the specific permission and approval of the OWNER and at such times as the TENANT is accompanied by a representative of OWNER.

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

3. TERM AND RENT

A. This Lease shall be effective as of the Effective Date, and the initial term of this Lease (the "Initial Term") shall commence on the date that Tenant begins construction on the Leased Site (the "Commencement Date"), and expire on the date immediately preceding the fifth anniversary of the Commencement Date. During the Initial Term, TENANT shall pay to OWNER as a lease payment the sum of One Thousand Eight Hundred and Fifty and No/100 Dollars (\$1,850.00) per month, such being due in advance on or before the fifth (5th) day of each month.. The first payment shall be due within 30 days of the Commencement Date.

B. Upon the expiration of the Initial Term, this Lease shall be automatically extended for up to three (3) additional and successive terms of five (5) years each (each, a "Renewal Term") unless TENANT notifies OWNER in writing of its intention not to renew at least ninety (90) days before the expiration of the then current term.

C. Beginning upon the expiration of the first year of the Initial Term and thereafter at the expiration of each year of the Initial Term and any Renewal Term, the monthly rent shall be increased by an amount equal to three percent (3%) of the then current rent.

D. Should this Lease still be in effect at the conclusion of all of the Renewal Terms provided for herein, this Lease shall continue in effect on the same terms and conditions [other than monthly rent which shall be an amount equal to the monthly rent in effect for the preceding year, increased by three percent (3%) for a further period of one (1) year, and for like annual periods thereafter] until and unless terminated by either party by giving to the other at least ninety (90) days prior written notice of its intention to so terminate.

E. In the event that Tenant fails to surrender the Leased Site and fails to remove its equipment therefrom by the last day of the final Term or Renewal Term under this lease, Tenant will pay holdover rent on a month to month basis at the monthly rate in effect for the preceding year increased by one hundred fifty (150%) until such time as Tenant surrenders the Leased Site to Owner. Should Tenant remain on the Leased Site for more than twelve (12) months, beginning on the first of the thirteenth (13th) month, the rental rate shall increase by five percent (5%), and shall increase by five percent (5%) for each year Tenant remains holding over on the Leased Site.

F.. TENANT shall pay OWNER a late payment charge after notice is given to TENANT equal to five percent (5%) of the late payment for any payment (including rental payments) not paid

when due. Any amounts not paid when due shall bear interest until paid at the lesser of the rate of two percent (2%) per month or the highest rate permitted by law. OWNER shall invoice TENANT for any such late payment charges and interest incurred. OWNER shall invoice TENANT 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. The late charge will begin to accrue on the first day after said amount becomes due and owing regardless of whether Tenant pays the past due amount prior to Owner's giving notice.

G. TENANT may update or replace the Antenna Facilities from time to time subject to the prior written approval of OWNER, provided that the replacement facilities are not greater in number or size than the existing facilities and that any change in their location on the Leased Site is approved in writing by OWNER. TENANT shall submit to OWNER a detailed proposal for any such replacement facilities and any supplemental materials as may be requested, for OWNER's evaluation and approval. However, if TENANT proposes to install any additional Antenna Facilities other than those shown and listed on Exhibits "B" and "C" (excluding maintenance, repair or replacement of existing equipment), OWNER specifically reserves the right to deny: (1) the updating or replacement of existing facilities with antenna facilities that are greater in number or size than the existing facilities identified on Exhibit "C"; and/or, (2) the placement or relocation of existing or replacement facilities in a different location or orientation on the Leased Site than shown on Exhibit "B". OWNER further reserves the right to increase the monthly rent in the event that TENANT obtains approval to relocate and/or increase the number or size of Antenna Facilities on the Leased Site, such rent being subject to the same escalation during Renewal Terms.

4. USE OF THE LEASED SITES

A. TENANT shall use the Leased Site for the installation, operation, and maintenance of its Antenna Facilities for the transmission, reception and operation of a communications system and uses incidental thereto and for no other uses. By taking possession of the Leased Site, TENANT accepts the Leased Site in the condition existing as of the Commencement Date of the Lease. OWNER makes no representation or warranty with respect to the condition of the Leased Site and OWNER shall not be liable for any latent or patent defect in the Leased Site. OWNER may permit others to use other portions of OWNER's Property (including the Tower), provided, however, TENANT shall have the exclusive use of its Leased Site and Antenna Facilities, equipment shelters and locations on the respective Tower as shown on Exhibit "B" hereto. TENANT may erect and operate additional Antenna Facilities in accordance with the terms of this Lease.

TENANT shall, at its expense, comply with all present and future federal, state and local laws, ordinances, rules and regulations (including but not limited to laws and ordinances relating to health, radio frequency emissions, other radiation and safety as well as Section 28 of the City of Paris Zoning Ordinance No. 1710, "Regulation of Wireless Telecommunications Towers and Facilities") in connection with the use, operation, maintenance, construction and/or installation of the Antenna Facilities. OWNER agrees to reasonably cooperate with TENANT in obtaining, at TENANT's expense, any federal licenses and permits required for or substantially required by TENANT's use of the Leased Site.

B. OWNER acknowledges that TENANT's ability to use the Leased Site for its intended purposes is contingent upon TENANT's obtaining and maintaining, both before and after the Commencement Date of this Lease, all of the certificates, permits, licenses and other approvals (collectively, "Governmental Approvals") that may be required by any federal, state or local authority for the foregoing uses and improvements to the Leased Site desired by TENANT. OWNER shall promptly cooperate with TENANT in TENANT's efforts to obtain such Governmental Approvals and shall take no action that would adversely affect TENANT's obtaining or maintaining such Governmental Approvals.

C. TENANT shall, at its own expense, maintain the Leased Site and any equipment on or attached to the Leased Site in a safe condition, in good repair and in a manner so as not to conflict with the use of or other leasing of the Leased Site by OWNER, subject to the terms of Paragraph 19 herein.

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

E. TENANT shall keep the Leased Site free of debris and anything of a dangerous, noxious or offensive nature which would create a hazard or undue vibration, heat, noise or interference.

F. In the event the OWNER or any other tenant undertakes painting, construction or other alterations on the Leased Site, TENANT shall take reasonable measures at TENANT's cost to cover or temporarily remove TENANT's equipment, personal property or Antenna Facilities and protect such from paint and debris fallout which may occur during the painting, construction or alteration process. OWNER is not responsible or liable for any damage or injury that may occur if TENANT elects not to temporarily remove its Antenna Facilities, equipment or other personal property. All such construction, repairs or alterations shall be subject to the terms of Paragraph 19 hereof.

G. OWNER has, from time to time, experienced interference with certain of OWNER's emergency communications radio frequencies in use on and about OWNER's Property. In an effort to identify and avoid possible interference with OWNER's emergency communications radio frequencies, TENANT shall prior to or concurrent with the execution of the Lease, 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 TENANT on OWNER's Property as of the then current date. TENANT warrants that its use of the Leased Site will not interfere with any 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, TENANT will continue to operate its Antennae Facilities on OWNER's Property within said frequencies 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 Section 3.F of this Lease, which equipment will use a different radio frequency than reported to OWNER pursuant to Paragraph G of this Section 4, TENANT shall provide OWNER an updated list of radio frequencies proposed for use by TENANT specifically highlighting any changes and additions. It is specifically understood and

agreed that TENANT 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 or (2) interfere with the radio frequencies used by other tenants of the OWNER's Property.

I. It is specifically agreed and understood by OWNER that the radio frequencies used by TENANT on and about the Leased Site are confidential information. TENANT shall label any list of radio frequencies provided to OWNER pursuant to this Section as confidential information. TENANT's confidential information provided to OWNER pursuant to this Section shall be used solely to determine whether a potential for interference exists between TENANT's radio frequencies and the OWNER's emergency communications radio frequencies in use on and about OWNER's Property. In this regard, OWNER shall disclose TENANT's confidential information only to those employees, necessary internal parties, consultants and professional advisers, if any, of the OWNER who have a need to know such confidential information to perform such analysis. OWNER certifies that, at the time of such disclosure by the OWNER, each such employee or necessary internal party, consultant or professional advisor will have agreed either as a condition to employment or engagement, to be bound by terms and conditions substantially similar to, and at least as protective as, the terms and conditions set forth herein regarding the use and/or disclosure of TENANT's confidential information.

OWNER agrees to take all reasonable precautions to prevent any unauthorized disclosure of the TENANT's confidential information. OWNER shall notify the TENANT immediately if it learns of any misappropriation of the TENANT's confidential information or use of the TENANT's confidential information by anyone in any manner not expressly authorized by this Lease, and will cooperate with any efforts by the TENANT to prevent any misappropriation or misuse of the TENANT's confidential information. A disclosure of confidential information by the OWNER in response to a court order, subpoena or other legal compulsion or as otherwise required by law, and specifically including any documents or tangible things requested and ordered to be released by the Texas Attorney General under applicable provisions of the Texas Public Information Act after proper submittal by OWNER to the Texas Attorney General for an opinion on disclosure will not be considered a breach of this Lease by the OWNER; provided, however, that the OWNER shall give the TENANT prompt prior written notice of such potential disclosure in order to enable the TENANT to seek a protective order or otherwise prevent or limit such disclosure using diligent efforts to limit disclosure and to obtain confidential treatment, a protective order or other appropriate remedy, to the extent permitted by law.

5. BROKERS

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

6. TERMINATION

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

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

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

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

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

(5) TENANT obtains, in its reasonable judgment, unacceptable results of any radio test, survey, title report or environmental study.

Any termination notice rendered by TENANT pursuant to this Paragraph shall cause the respective portion of the Lease to expire with the same force and effect as though the date set forth in such notice was the date originally set as the expiration date of the Lease. In the event of such termination, any prepaid rent shall be refunded to TENANT by OWNER.

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

7. ASSIGNMENT AND SUBLETTING

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

b. Each of the partners of TENANT is a Partner Company. An Affiliate of an entity is any entity fifty-one (51%) or more of the ownership of which is owned, directly or indirectly, by such entity. A Subsidiary of an entity is any entity eighty percent (80%) or more of the ownership of which is owned by such entity.

c. TENANT shall be released from any and all liabilities under this Lease which arise after

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

d. Any sale or other transfer, including by consolidation, merger or reorganization, of a majority of the voting stock of TENANT, if TENANT is a corporation, or any sale or other transfer of a majority in interest (whether of profits, losses, capital or voting power) or a majority of the persons comprising the managers of the partnership, if TENANT is a partnership, shall not be an assignment for purposes of this Paragraph 7.

8. FIRE OR OTHER CASUALTY

A. If the Tower, 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 or not to commence appropriate repairs (to be diligently prosecuted to completion entirely at OWNER's expense). If OWNER decides to repair the Tower, this Lease shall continue in full force and effect. If, however, the Tower is damaged to the extent that OWNER decides not to repair it, OWNER shall deliver written notice to TENANT, within thirty (30) days after the casualty, of OWNER's election not to repair, restore and/or reconstruct the TOWER but to designate a site on which TENANT may relocate in accordance with Paragraph 8.C below. If, as a result of any such casualty, any portion of the Leased Site becomes totally or partially unusable by TENANT, rent shall abate during the period of repair in the same proportion to the total rent as the portion of the Leased Site rendered unusable bears to the entirety of the Leased Site.

B. If OWNER (i) undertakes the repair, restoration and/or reconstruction of the Tower or of any access thereto but fails to complete such repair, restoration and/or reconstruction within forty-five (45) days after the casualty, (ii) notifies TENANT of OWNER's intention not to repair restore and/or reconstruct the Tower, or (iii) fails to deliver to TENANT the written notice required under Paragraph 8.A within thirty (30) days, then TENANT may immediately cancel this Lease by giving written notice of its election to cancel to OWNER.

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

9. INDEMNIFICATION AND INSURANCE

A. TENANT hereby agrees to indemnify and hold OWNER harmless from and against any and all losses, costs, damages and claims arising from any act or omission of TENANT or from any activity, work or presence of TENANT on the Leased Site, and shall further indemnify and hold harmless OWNER against and from any and all losses, costs, damages and claims to the extent that they arise from any breach or default by TENANT or any of its agents, contractors, servants, invitees or employees in the performance of any obligation under this Lease; and shall further indemnify and hold OWNER harmless from and against all losses,

costs, damages, claims and attorneys' fees, expenses and liabilities incurred or paid in connection with any such claim or any action or proceeding brought against OWNER by reason of TENANT's use of the Leased Site, whether during the installation of the Antenna Facilities and Equipment, or the operation and/or maintenance of such. Specifically, TENANT agrees to indemnify and hold OWNER harmless from any all claims by any other tenant of the Leased Site that said other tenant's use of the Tower is being interfered with or hindered in any manner by TENANT. Notwithstanding anything to the contrary in this Lease, the indemnities provided by TENANT shall in no event extend or apply to any claims, costs, expenses, losses, causes of action or liabilities caused by or resulting from the negligence or willful misconduct of OWNER, its employees, agents or contractors.

Neither OWNER nor its agents shall be liable for any incidental or consequential damages or for any damage to property entrusted to employees of TENANT, nor for loss of or damage to any property by theft or otherwise, nor for any injury or damage to persons or property resulting from fire, explosion, falling pipes, appliances, or plumbing work therein, nor from the roof, street, or subsurface, nor from any other place or resulting from dampness, nor from any other cause whatsoever, unless caused by or due to the gross negligence of OWNER, its agents, servants or employees, to the extent allowed by law. TENANT shall give prompt notice to OWNER in case of fire or accidents at the Leased Site or of defects therein or in the fixtures or equipment.

B. TENANT shall provide OWNER with a certificate of insurance issued by an insurance company authorized to do business in Texas indicating that TENANT carries commercial general liability insurance with limits of liability thereunder of not less than \$1 million (\$1,000,000.00) combined single limit for bodily injury and/or property damage together with an endorsement for contractual liability. Such insurance shall name OWNER as an additional insured with respect to matters arising out of TENANT's use of and operations at the Leased Site. TENANT will provide OWNER with a renewal certificate annually during the Initial Term and any Renewal Terms thereof. Any insurance required to be provided by TENANT under this Paragraph 9 may be provided by a blanket insurance policy covering the Leased Site and other locations of TENANT, provided such blanket insurance policy complies with all of the other requirements of this Lease with respect to the type and amount of insurance required. TENANT may also fulfill its requirements under this Paragraph 9 through a program of self-insurance. If TENANT elects to self-insure, then TENANT 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 TENANT herein.

C. All insurance policies maintained pursuant to this Lease shall be endorsed to provide that OWNER shall be given at least thirty (30) days' notice before the cancellation of any such policy.

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

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

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

10. UTILITIES

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

11. RIGHTS TO EQUIPMENT; CONDITION ON SURRENDER; SURRENDER OF PREMISES

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

B. At the expiration of the Initial Term, or of the final Renewal Term provided for herein, TENANT shall remove all of TENANT's equipment and other fixtures, and shall within sixty (60) days of removal repair any damage which may be caused to the Leased Site as a result of such removal, reasonable wear and tear excepted.

12. DEFAULTS

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

(1) The failure by TENANT to make any payment of rent or any other payment required to be made by TENANT hereunder, as and when due, where such failure shall continue for a period of twenty (20) days after written notice thereof is received by TENANT from OWNER.

(2) The failure by TENANT to observe or perform any of the covenants or provisions of this Lease to be observed or performed by TENANT, other than as specified in Paragraph 12.A.(1), where such failure shall continue for a period of thirty (30) days after written notice thereof is received by TENANT from OWNER; provided, however, that it shall not

be deemed an Event of Default by TENANT if TENANT shall commence to cure such failure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

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

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

D. If OWNER breaches this Lease in any manner and fails to commence to cure such breach within thirty (30) days after receiving a written notice from TENANT exactly specifying the violation (or if OWNER fails thereafter to diligently prosecute the cure to completion), then TENANT may immediately terminate the lease or seek other remedies.

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

TENANT:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/DA03823A

OWNER:

City of Paris, Texas
Attn: Finance Department
Address: 135 1st St. SE
Paris, Texas 75060

With a copy to:

City Attorney's Office
P.O. Box 9037
Paris, Texas 75461-9037

Attn: Stephanie H. Harris
City Attorney

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

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein."

14. SALE OR TRANSFER BY OWNER

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

15. HAZARDOUS SUBSTANCES

TENANT represents and warrants that its use of the Leased Site herein will not generate any hazardous substance, and it will not store or dispose on the Leased Site nor transport to or over the Leased Site any hazardous substance. TENANT further agrees to hold OWNER harmless from and indemnify OWNER against any release of any such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the negligence of OWNER, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. OWNER has no knowledge of any hazardous substance located on or about the OWNER's Property, nor will OWNER allow any such substance or hazardous condition to exist.

16. CONDEMNATION

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

B. In the event any portion of the Leased Site or the Tower shall be taken or condemned, either temporarily or permanently, for public purposes, or sold to a condemning authority under threat of condemnation to prevent taking, then OWNER agrees that TENANT may use and/or construct upon an alternative portion of OWNER's Property, as selected by OWNER, which is equally suitable for TENANT's purposes, provided such space is available. The exact site to which TENANT may relocate will be determined by OWNER, and it may be upon any portion of OWNER's Property (or other property owned or controlled by OWNER), provided that TENANT reasonably approves the site as equally suitable for

TENANT's intended uses. OWNER will designate a site to which TENANT may relocate prior to the taking, condemnation or sale. In the event no alternative portion of the OWNER's Property (or other property owned or controlled by OWNER) is equally suitable for the purposes of TENANT, then this Lease shall forthwith automatically cease and terminate.

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

17. LIENS

TENANT shall keep the Leased Site free from any mechanic's, material provider's or other liens arising out of any work performed, materials furnished, or obligations incurred by or for TENANT. TENANT shall, within twenty (20) days following notice of 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 TENANT to perform on the Leased Site shall be deemed to be for the use and benefit of OWNER so that no mechanic's or other lien shall be allowed against the estate of OWNER by reason of its consent to such work. OWNER shall have the right to post notices that it is not responsible for payment for any such work. If TENANT in good faith determines that any such lien should be contested, TENANT shall furnish such security, surety bond or otherwise as may be necessary or prescribed by law to release the same as a lien. If TENANT shall fail to vacate or release such lien, OWNER may, but shall not be obligated to, vacate or release the same. TENANT shall repay to OWNER, on demand, all sums disbursed or deposited by OWNER pursuant to the foregoing provisions of this paragraph, including OWNER's costs and expenses and reasonable attorneys' fees incurred in connection therewith.

18. TAXES

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

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

19. QUIET ENJOYMENT AND NON-INTERFERENCE

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

B. OWNER hereby grants to TENANT, as a primary inducement to TENANT's entering

into this Lease, the right to install its Antenna Facilities on the Tower (as set forth and listed on Exhibits "B" and "C") and operate its communications facility on the Tower and the ground space portion of the Leased Site (as set forth in Exhibit "B"). TENANT 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 Tower which pre-existed TENANT's Antenna Facilities and are owned by either OWNER or any other tenant at the Leased Site. If TENANT's Antenna Facilities cause such interference, TENANT shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated within twenty (20) days, OWNER may terminate this Lease as its sole and exclusive remedy. TENANT's installation, operation, and maintenance of its Antenna Facilities shall not damage or interfere in any way with OWNER's operations or related repair and maintenance activities or with such activities of other pre-existing tenants. TENANT agrees to cease all such actions which materially interfere with OWNER's use of the Leased Site immediately upon actual notice of such interference, provided however, in such case, TENANT shall have the right to terminate the lease.

C. OWNER, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter or improve the Leased Site in connection with its operations as may be necessary, including leasing parts of OWNER's Property and communications facilities and/or the right to install antennas in connection with the operation of such facilities or other communications facilities. OWNER does not guarantee to TENANT subsequent noninterference with TENANT's communications operations as a result of third-party users. Owner shall include in future agreements that third parties are not to interfere with current tenants on the Property and give Tenant the right to enforce such provisions. Owner shall cooperate with TENANT to eliminate the third party interference. If Tenant's use of the Leased Site are materially affected and cannot be remedied by enforcing the third party agreements,, TENANT immediately terminate the Lease by the giving of written notice to OWNER.

20. COORDINATION OF OPERATION

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

21. ESTOPPEL CERTIFICATES

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

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

22. MISCELLANEOUS PROVISIONS

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

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

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

D. This Lease 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 Lease is Lamar County, Texas, and venue for any legal action brought regarding this Lease shall be in Lamar County, Texas or the Eastern District of Texas.

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

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

G. The parties acknowledge that each has had an opportunity to review and negotiate this Lease and has executed this Lease only after such review and negotiation. The language of each

part of this Lease shall be construed simply and according to its fair meaning, and this Lease shall not be construed more strictly in favor of or against either party.

H. Any mortgage now or subsequently placed upon any property of which the Leased Site is a part shall be deemed to be prior in time and senior to the rights of the TENANT under this Lease. TENANT subordinates all of its interest in the leasehold estate created by this Lease to the lien of any such mortgage. TENANT shall, at OWNER's request, execute any additional documents necessary to indicate this subordination and any such documents will include non-disturbance provisions in favor of TENANT.

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

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

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

IN WITNESS WHEREOF, OWNER and TENANT have duly executed this Ground and Tower Lease Agreement as of the EFFECTIVE DATE.

TENANT:

T-Mobile West LLC

By:

By: _____

Date: _____

Los Duran
T-Mobile Legal Approval
Los Duran

OWNER:

CITY OF PARIS, TEXAS

By: _____

JOHN GODWIN
City Manager

Date: _____

ATTEST:

JANICE ELLIS
City Clerk

APPROVED AS TO FORM:

STEPHANIE H. HARRIS
City Attorney

THE STATE OF TEXAS §
COUNTY OF LAMAR §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared **JOHN GODWIN**, City Manager of the City of Paris, Texas, a Texas Municipal Corporation, known to me to be the person who's 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 COLLIN)

This instrument was acknowledged before me on the _____ day of _____,
20____, by _____, in his/her capacity as _____ of T-
Mobile West LLC, a Delaware limited liability company, known to me to be the person whose
name is subscribed to the foregoing instrument, and that s/he executed the same on behalf of
and as the act of T-Mobile West LLC.

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

Notary Public _____ County, Texas
My commission expires _____

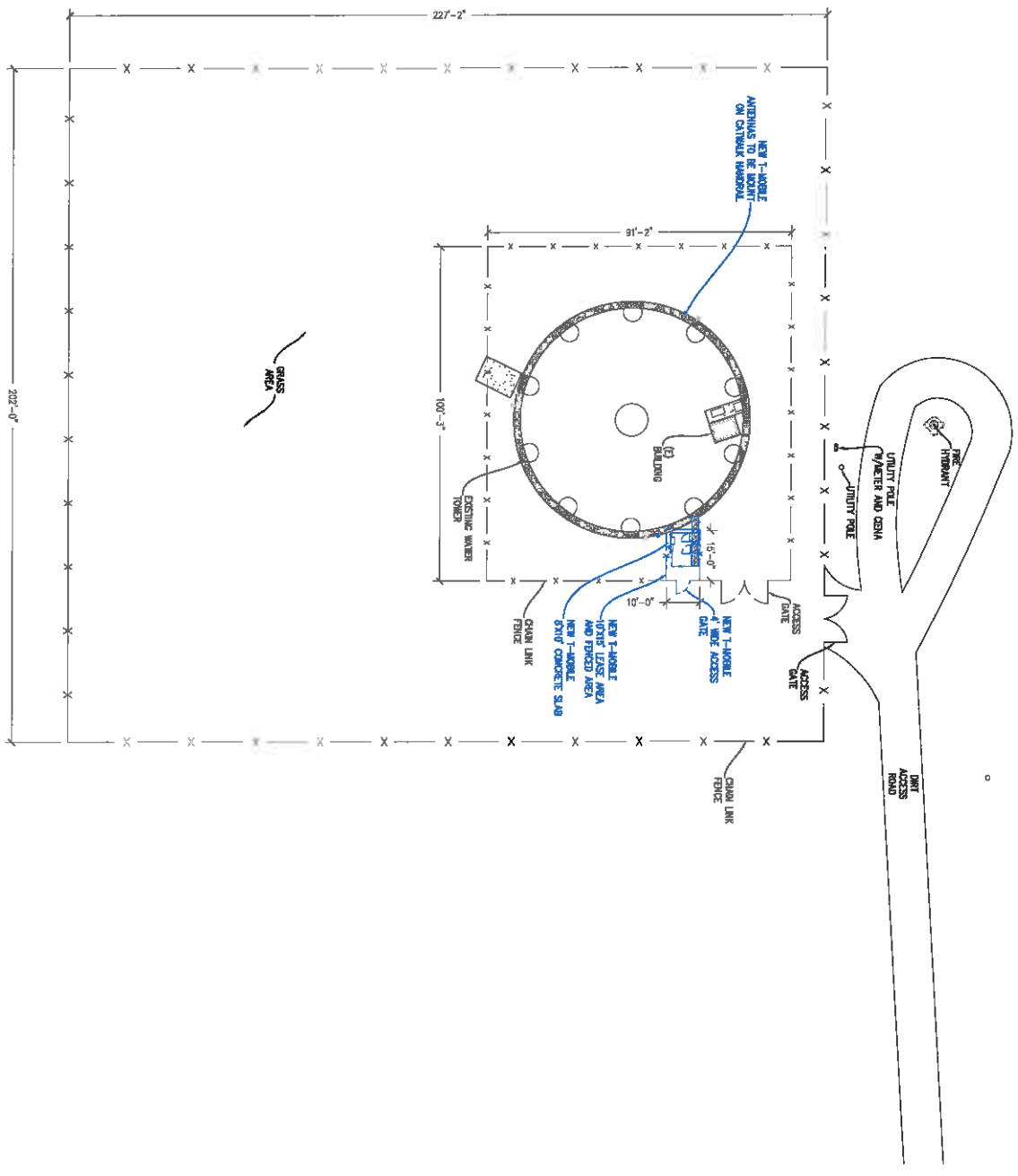
EXHIBIT "A"

[drawing/map of property]

EXHIBIT "B"

[drawing of tower/locations of where equipment to be installed]

OVERALL SITE PLAN
SCALE: 1/8"=1'-0"
1
C-1



SHEET NAME:
OVERALL SITE PLAN
SHEET #:
C-1

SITE NUMBER:
DA03823A

SITE NAME:
DA03823A

SITE ADDRESS:
635 25TH STREET NE
PARIS, TX 75460

T-Mobile

7668 WARREN PARKWAY
FRISCO, TX 75034

EPB ASSOCIATES, INC.

Consulting Engineers
17 Republics, Suite 100
Dallas, Texas 75240
(972) 388-9400

BROADUS
services

4 COUNTRY PLACE CIRCLE
DALWORTHINGTON GARDENS
TEXAS 78016

DRAWN BY: SN		REVIEWED BY: EPB
CHECKED BY: EPB		APPROVED BY: EPB
JOB NUMBER: DA03823A		
REV	DESCRIPTION	DATE
PCD REV 0	PRELIM CDS	06/28/17
PCD REV 0	FINAL CDS	07/10/17

Exhibit "C"

[list of tenant's equipment to be installed at leased site]

- (6) FHH-65C-R3
- (3) FHFB
- (3) FRIJ
- (3) FRBG
- (3) Large COVP
- (3) 1.584" Dia. Hybrid/Fiber

EXHIBIT "D"

The City of Paris-Water Utilities Department's "Property/Grounds Entrance Authorization" required for access to Leased Site 2 is on the following page.



City of Paris-Water Utilities Department
Property/Grounds Entrance Authorization
PLEASE PRINT ALL INFORMATION LEGIBLY

Name of Property to be Accessed _____ Date: ____/____/____

Address of Property _____ Time: _____ M/PM

Company Name _____ Company Address _____

Company Phone Number _____ Name of Company Contracted from(if sub) _____

Form containing fields for: Name of Site Supervisor, Name #1-5 of Other Workers, Estimated Duration of Work, Returning Tomorrow?, Vehicle #1-3 Info, Climbing The Water Tower?, Wearing Safety Equipment?

Type of Work Performed _____

Comments _____

Access to city water facilities should always be coordinated through the Water Department at 903-784-4809 and 30 minutes to 1 hr. notice is requested. Access to facilities will be accommodated to the best of our ability and in as timely a manner as possible. Your cooperation and patience are greatly appreciated. Notification is required upon arrival to the facility at 903-784-4809. If Public Safety equipment is disabled due to illegal carrier presence all activities must cease and identification of source must be determined and eliminated before continuation of activities. No preventative maintenance of RF equipment will be performed between the hours of 0800-1000 and 1500-1800 M-F.

Signature of Party or Parties Working on Property: _____ Date: ____/____/____

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