

**GROUND LEASE
FOR
USE OF CITY OWNED PROPERTY**

THIS GROUND LEASE FOR USE OF CITY OWNED PROPERTY (this "Ground Lease") is by and between New Cingular Wireless PCS, LLC, a Delaware limited liability company, with an address at 575 Morosgo Drive, Atlanta, GA 30324 ("Lessee"), and the City of Mesa, an Arizona municipal corporation ("Lessor" or "City"). Lessor and Lessee are at times collectively referred to as "Parties" or individually as a "Party".

RECITALS

- A. Lessor in its governmental capacity owns or holds an interest in the real property located at 5950 E. Virginia Street, Maricopa County, Mesa, Arizona, also identified as APN 141-41-002P, Mesa, Arizona, (the "City Property"), which legal description is set forth on Exhibit A;
- B. Lessee is a party to the Communication Site Lease Agreement entered into between the parties dated the 20th day of July 1998 and as amended will expire September 30, 2018 (the "Lease").
- C. Lessee desires to renew the lease from Lessor, and Lessor is willing to ground lease the real property, which is the subject of Lease, according to the term of this ground lease ("Ground lease") as set forth herein a portion of the City Property depicted and described as the leased areas (the "Use Area(s)") on those certain site drawings (the "Site Plan") attached hereto and incorporated as Exhibit B.
- D. Within the Use Areas and as depicted on the Site Plan, Lessee has installed and operates telecommunication receiving, processing and transmitting devices and related electronic equipment that are specified on the Site Plan as defined in Section 1.4 (the "Equipment Enclosure").
- E. Lessee shall be permitted, after obtaining Lessor's approval, to replace equipment within the Equipment Enclosure with similar equipment in order to maintain the operation of the equipment.

NOW, THEREFORE, for and in consideration of the foregoing, the amounts hereinafter to be paid by Lessee, and the covenants and obligations contained herein to be kept and performed by Lessee, and other good and valuable consideration, Lessor and Lessee agree as follows:

1. DEFINITIONS

1.1 "Applicable Laws" means the federal, state, county, and City of Mesa laws, ordinances, rules, regulations, permit requirements, and regulations that apply to Lessee's use of the Use Areas and construction of the Project.

1.3 "Effective Date" means the date of the last signature of this Ground Lease.

1.4 "Equipment Enclosure" means the building where equipment, cabinets, transmitters, receivers other electronic gear and standby generators/provisions for standby power will be located.

1.5 "Permitted Uses" means, and is limited to, Lessee's right to construct, install, operate, maintain, repair, replace and modify the related support facilities equipment shelters and/or cabinets and the uses described in the Recitals above (whether or not technically referred to as Personal Communications Service, or some other term) by the use of "personal wireless service facilities" (as such phrase is defined in §704 of the Federal Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996), partially codified at 47 U.S.C. § 332(c)(7)(C)(2), hereinafter "1996 Act Section 704") and not for any other purpose.

1.6 "Site Plan" is Exhibit "B", which includes a depiction and description of the Use Areas and the Equipment Enclosure located on the real property.

1.7 "Use Area" means the area depicted on Exhibit B.

1.8 "Tower" means the tower that currently exist on the property that is owned by Sprint, of which the Lessee is a tenant.

2. Term.

2.1 The initial term of this Ground Lease shall be five (5) years (the "Initial Term") commencing on the Commencement Date (as defined below).

2.2 Lessee shall have the right to extend this Ground Lease for three (3) additional, five (5) year terms (each a "Renewal Term"). The Ground Lease shall automatically renew for each successive Renewal Term unless Lessee notifies Lessor, in writing, of Lessee's intention not to renew this Ground Lease at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. Any holding over by Lessee after the expiration of the Initial Term and any Renewal Term, with the consent of the Lessor, shall be construed to be a Holdover and be subject to the Holdover Use Fee as stated in Section 4.5 below. The word "Term" refers to both the Initial Term and Renewal Term (as defined below).

3. Permitted Use.

3.1 As consideration for Lessee's payment of the Ground Lease Fee, Lessor hereby leases to Lessee the right to use the Equipment Enclosure as described and depicted in the Site Plan attached hereto as Exhibit B within the Use Area for the duration of the Term for the Permitted Use in accordance with this Ground Lease.

3.2 The City Property may be used by Lessee for the Permitted Uses defined in Section 1.5. and not for any other purpose. Lessee 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, safety, radio frequency emissions, and radiation) in connection with the use of (and operations, maintenance, construction and/or installations at) the City Property and pursuant to the Site Plan, construction drawings and Photo Simulation approved by Lessor and attached as Exhibit C.

3.3 Lessee shall depict on Exhibit B (if applicable to the Use Area):

(i) The location of the Tower with the distance from the Equipment Enclosure and the location of the Lessee's antenna (s) on the Tower;

(ii) total gross area and location of the Equipment Enclosure;

(iii) a cable route described and depicted on the Site Plan from the Equipment Enclosure to the Antenna for use by Lessee solely for voice and data communication lines between the Equipment Enclosure and the Antenna (the "Cable Route");

(iv) an underground cable route described and depicted on the Site Plan from the Equipment Enclosure to a power source for Lessee to use solely for underground electrical supply lines for the equipment contained within the Equipment Enclosure (the "Power Route"). Lessee may delegate use of the Power Route to Salt River Project or another electrical service provider (as applicable);

(v) if necessary, a motor vehicle parking space (the "Parking Space") at the parking space location described or depicted on the Site Plan shall be used by Lessee solely for parking of a service vehicle to service the Equipment Enclosure. The Lessee, in its use of the Parking Space, shall be subject to, and comply with, all applicable City of Mesa parking ordinance, rules, and regulations. Subject to Lessor's approval, Lessee shall not place any special signage or designation on the Parking Space.

3.4 Notwithstanding any provision in this Ground Lease to the contrary, only in the event that Lessor reasonably needs the Use Area to fulfill a public use or need, then and only then shall Lessor have the right, at any time (and from time to time) during the Term of this Lease, to request relocation of the Equipment Enclosure, or any portion of it at Lessee's expense, to an alternative mutually agreeable location suitable for Lessee's use. Lessee shall be given at least 270 days' prior written notice of such relocation and shall fully cooperate in such relocation. Lessor shall permit Lessee to place a temporary Antenna Facility (Cell on Wheels or similar installation) on the City Property or at some other location reasonably acceptable to Lessee, at Lessee's cost, until such permanent location of the Use Area is complete and operational in Lessee's reasonable determination. The parties agree that at no time shall Lessee

be unable to operate its temporary facilities on the City Property, or at some other location reasonably acceptable to Lessee as a result of any relocation as described herein.

3.5 Lessor may regulate, reroute, close and otherwise alter pedestrian and vehicular traffic access to and travel within the Use Areas and any area of the City Property and such reconfigurations may be done without Lessee's consent; provided, however, Lessee shall at all times have reasonable access (twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access) to the Equipment Enclosure and the right and ability to operate the equipment within the Equipment Enclosure.

3.6 Lessee's employees and contractors shall have the right to enter upon the Use Areas as follows:

(i) Prior to entering upon the Use Areas, Lessee shall give Lessor notice in accordance with the Mesa Communications Site Access Procedures, as may be amended from time to time, a copy is attached as Exhibit "D" hereto.

(ii) Except as necessary for the construction, modification, replacement or repair of the Equipment Enclosure, or any Lessee's vehicular access shall be limited to the Parking Space, as shown on Exhibit B. Additionally, if the Parking Space is not available, Lessee may park service vehicles at other nearby public parking spaces that may be available. Vehicle loading, unloading, parking or standing on any other area of the City Property is prohibited. The parking rights provided in this Ground Lease do not modify, amend or alter the City of Mesa parking ordinances, rules, or regulations, and Lessee shall be subject to, and comply with, all applicable parking ordinances, rules, and regulations.

(iii) Lessor may further restrict working hours if necessary in Lessor's reasonable judgment to avoid interfering with other uses of the City Property.

(iv) In no event shall Lessee's work interrupt or interfere with Lessor's use of the City Property.

3.7 Lessee has examined, studied and inspected the Use Areas and all other property associated with this Ground Lease and its environs. Lessor hereby expressly disclaims all Warranties of Merchantability and Fitness for a Particular Purpose or absence of hazardous conditions associated with the City Property and Use Areas. Lessee accepts the Use Areas "As Is." Lessee has obtained such information and professional advice as Lessee has determined to be necessary related to the Use Areas and this Ground Lease. Except to the extent caused by or arising out of the negligence or willful misconduct of Lessor or its agents, employees and assigns, Lessee assumes all risk, costs and expenses to its Equipment Enclosure and loss of service that may occur due to damage, destruction or due to any incompatibility of Lessee's use with Lessor's use, or other user's use, of the Use Areas.

3.8 Lessee shall not place or allow the placement of any signs or graffiti on the Use Areas, except (a) it shall install signs (which shall be depicted on the Site Plan) for emergency notification and identification and which provide a toll-free number to contact Lessee 24 hours a day, (b) as required by the FCC under 47 C.F.R. Section 1.1310, or subsequent Federal rules as

from time to time in effect, or (c) as otherwise required by law. After thirty (30) days' prior notice sent to Lessee to remove, and if Lessee fails to remove such signs or graffiti, Lessor at any time may enter the Use Areas and at Lessee's expense undertake any activities necessary to abate or remove graffiti or prohibited signs located therein.

3.9 Lessee shall not construct, cause to be constructed or place any lighting on the City Property without the prior written approval of Lessor.

4. Ground Lease Fee.

4.1 Commencing on October 1, 2018 (the "Commencement Date"), and every month thereafter, Lessee shall pay Lessor, a monthly Ground Lease Fee in the amount of One Thousand Six Hundred dollars (\$1,600.00), plus any and all applicable taxes, (the "Ground Lease Fee"). Commencing upon the first anniversary of the Commencement Date and upon each anniversary thereof for the duration of the Term, the Ground Lease Fee shall be subject to an annual increase in the amount equal to three percent (3%) of the then current fee in effect. Lessee shall be given a 30-day grace period for the first month's payment to allow for the administrative set up of the automated payment system. Except as set forth above, any Ground Lease Fee not paid within 30 days of the due date shall be assessed a 10% late fee and shall bear interest at 2% per month or (if less) at the highest rate allowed by law. If this Ground Lease is terminated at a time other than on the last day before the anniversary date, then except as provided below Ground Lease Fee shall be prorated as of the date of termination for any reason (other than a default by Lessee) and all prepaid License Fee shall be immediately refunded to Lessee.

4.2 In consideration of the payment of the Ground Lease Fee, Lessor hereby grants to Lessee permission to use the Use Area described in the attached Exhibit B, for the Permitted Uses, pursuant to the terms and conditions of this Ground Lease.

4.3 The Ground Lease Fee, plus all applicable taxes, shall be paid in equal monthly installments to Lessor, in advance, on the first day of each calendar month, without prior demand and without any deduction or setoff whatsoever.

4.4 No Setoffs. Lessee expressly waives any right of setoff and shall pay all Ground Lease Fees directly to Lessor without setoff or deduction of any description.

4.5 Holdover Ground Lease Fee. In the event of a holdover, the Lessee Fee shall be increased by an additional fifty percent (50%) over the amount of Ground Lease Fee that would otherwise be payable under this Lease.

5. Interference, Testing and Reservation.

5.1 Lessee shall not use the City Property in any way which interferes with the use of any portion of the City Property by Lessor. Similarly, Lessor shall not use, nor shall Lessor permit its Lessees, licensees, grantees, employees, invitees or agents to use, any portion of the City Property in any way which materially interferes with the operations of Lessee. Such interference shall be deemed a material breach by the interfering Party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such

interference does not cease promptly, the Parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured Party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

5.2 Lessee shall not install, operate, or allow the use of equipment, methodology or technology that interferes or is likely to interfere with the optimum effective use or operation of Lessor's existing or future properly operating and FCC compliant fire, law enforcement, Police, Public Safety, municipal, emergency or other communication equipment, methodology or technology (including, but not limited to, voice, data or other carrying, receiving or transmitting equipment). If such interference should occur, Lessee shall immediately discontinue using the equipment, methodology or technology that causes the interference until Lessee takes corrective measures to eliminate such interference. If Lessee does not immediately cease the interference notified of, such action shall be deemed a material breach by the Lessee and Lessor shall have the right to terminate this Ground Lease pursuant to Section 7. Any such corrective measures shall be made at no cost to Lessor. Lessee shall give Lessor a written notice containing a list of the radio frequencies Lessee is using on the Tower and within the Use Area and shall give written notice to Lessor of any change in frequencies.

5.3 Lessee shall conduct radio frequency emission and interference studies from time to time to determine whether Lessee's antennas on the Tower will interfere with Lessor's current or proposed use of the City Property. In the event the study indicates that Lessee's use will potentially interfere with Lessor's current or proposed use of the City's Property, Lessee shall have ninety (90) days to remedy the interference. If the problem is not so remedied in ninety (90) days, then Lessor may require Lessee, at Lessee's full expense, to remove or minimize the interference, to the extent Lessor deems necessary. Lessor shall permit Lessee to place a temporary Antenna Facility (Cell on Wheels or similar installation) on the City Property or at some other location acceptable to Lessee and Lessor.

5.4 Lessor may, at its expense, perform tests as necessary to determine compliance of the Communication Facilities and equipment located on the City Property with Federal radio frequency exposure limit rules, currently set forth at 47 C.F.R. Section 1.1310, or subsequent Federal rules as from time to time in effect.

5.5 Lessee shall conduct an initial test for compliance with Federal radio frequency exposure limit rules prior to placing Lessee's equipment (or that of any sub-Lessees of Lessee) on the City Property into commercial operation, and Lessee shall perform additional tests upon any significant change in the equipment on the City Property, such as sublicenses to third parties for them to install communications equipment on the City Property. All such testing shall be performed by a qualified radio engineer, and a copy of the test results shall be provided to Lessor, subject to a commercially reasonable nondisclosure agreement. If such tests show noncompliance with applicable radio frequency exposure limit rules then in effect, then all communications equipment on the City Property shall be shut down (except for work necessary to bring it into compliance) until subsequent tests again show compliance with such rules.

5.6 Lessor does not grant, and reserves for itself, its Lessees, successors and assigns, (i) all mineral rights, seismic rights and rights to oil, gas, other hydrocarbons or minerals on, as

to, under or about any portion of the City Property; (ii) rights to generate electricity from the wind or wind power on, as to or about any portion of the City Property; and (iii) the right to grant to others the rights hereby reserved, provided such reserved rights do not interfere with the Permitted Uses.

6. Lessee Improvements; Utilities; Access.

6.1 Lessee shall have the right, at its expense, to erect and maintain on the City Property improvements, personal property and facilities necessary to operate its communications system, including, without limitation, the Equipment Enclosure and related cables and utility lines as set forth on and in accordance and compliance with Exhibit B. Exhibit B shall contain a Site Plan, which includes all buildings, structures, Tower with the location of antenna, any guy wires, equipment cabinets, utility boxes, fences, elevation drawings for the Tower, ice bridge and equipment cabinets; fence detail; and specifications for all exterior colors, paint, other finishes and landscaping. If Lessee or its agents or contractors have provided Lessor with photo simulations of what the City Property and/or City Property currently looks like, then such photo simulations are attached as Exhibit C.

6.2 Lessee shall have the right to alter, replace, enhance or upgrade the Equipment Enclosure at any time during the Term of this Lease to the extent that such changes do not materially deviate from Exhibit B and Exhibit C. Any changes from Exhibit B and/or Exhibit C shall require Lessor's written approval, and such approval shall not be unreasonably withheld. Lessor may require Lessee to perform a complete structural load analysis and provide a complete tower inventory that shall include all existing equipment on the Tower as well as new equipment to be added to the Tower prior to the approval by Lessor.

6.3 Lessee shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. If any lien is filed against the City Property as a result of acts or omissions of Lessee or Lessee's employees, agents or contractors, Lessee shall discharge the lien or bond the lien off in a manner reasonably satisfactory to Lessor within thirty (30) days after Lessee receives written notice that the lien has been filed.

6.4 Lessee shall, at Lessee's expense, keep and maintain the Equipment Enclosure located on the City Property in commercially reasonable condition and repair during any Term of this Lease, normal wear and tear and casualty excepted. Lessor shall have no obligation to maintain or repair the Equipment Enclosure. Upon the termination or expiration of this Ground Lease, unless requested by the Lessor for the Equipment Enclosure to remain on the City Property, Lessee shall remove all improvements from the City Property, returning the property in, no less than, the same condition the City Property was in prior to the construction or placement of the Equipment Enclosure on the City Property. If requested by Lessor for the Equipment Enclosure to remain on the City Property, Lessee shall promptly execute and deliver a bill of sale evidencing conveyance of the Equipment Enclosure in its as-is and then current condition without warranty of any kind.

6.5 Lessee shall install separate meters for utilities on the City Property used by Lessee and shall pay for all utilities supplied to, used, or consumed as a result of Lessee's use of the Use Area, including without limitation all water, sewer, gas, electric, sanitation, and

telephone installation and monthly use charge. Lessee shall comply with all City of Mesa ordinances, Utility Terms and Conditions, and regulations related to utility services. In the event of an emergency or an accident or condition that causes the City to replace or remove the Tower, Lessee at its sole expense shall be responsible for the reconnection to a utility.

6.6 Lessee, at its sole cost and expense, must obtain any and all easements and permits necessary to for the purpose described in this Section.

6.7 Lessor and its agents shall have the right to enter the City Property at reasonable times to examine and inspect the Equipment Enclosure, equipment and structures and the City Property; however, Lessor, its employees or agents shall not impede or deny access to Lessee, its employees or agents. In the event that Lessor must limit or prohibit access, or otherwise require the shutting down of Lessee's services, Lessor shall permit Lessee to place a temporary antenna facility (Cell on Wheels or similar installation) on the City Property or at some other location on the City Property acceptable to Lessee, at Lessee's costs.

6.8 Lessee shall, prior to commencing any construction on the City Property, post a performance bond in the amount of Fifty thousand dollars (\$50,000.00) in a form and with a surety company reasonably acceptable to Lessor, assuring that the improvements will be constructed without the attachment of any construction liens, which shall expire after the completion of the lien filing period.

6.9 Lessee shall keep the City Property free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or source of undue vibration, heat, noise or interference.

7. Termination.

7.1 Except as otherwise provided herein, this Ground Lease may be terminated, without any penalty or further liability as follows:

(a) Notwithstanding anything contained herein to the contrary, City shall have the right to terminate this Lease upon two hundred seventy (270) days written notice to Lessee; (i) at any time during the Term of this Ground Lease in the event that: (1) the Use Area is reasonably required by a public necessity or use; and (2) no suitable alternative location can be mutually agreed upon for permanent relocation of the Use Area as contemplated under Section 3.5; or (ii) for any reason whatsoever at any time after the expiration of the second (2nd) Renewal Term;

(b) If Lessee, despite diligent effort by Lessee, is unable to obtain, maintain, or otherwise forfeits, cancels or has been canceled, or allows to expire without renewing any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary for the installation and/or operation of the Communication Facilities; or

(c) Upon ninety (90) days' written notice by Lessee if destruction or damage to the Equipment Enclosure substantially and adversely affects their effective use.

(d) By Lessee upon sixty (60) days' prior written notice to City for any reason or no reason, so long as Lessee pays City a termination fee equal to three (3) months' Ground Lease Fee, at the then-current rate.

8. Default and Right to Cure.

8.1 Lessee Default and Cure. In the event there is a breach by Lessee with respect to any provision of this Ground Lease or its obligation under it, including the payment of the Ground Lease Fee, Lessor shall give Lessee written notice of such breach. After receipt of such written notice, Lessee shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided Lessee shall have such extended period as may be required beyond the thirty (30) days, if the nature of the cure is such that it reasonably requires more than thirty (30) days and Lessee commences the cure within the thirty (30) and thereafter continuously and diligently pursues the cure completion.

(i) Lessee shall be in default if it (i) fails to make any payment of the Lessee Fee or any other sum to Lessor when due, and does not cure such default within fifteen (15) days after receipt of written notice from Lessor of such failure; (ii) abandons or vacates the City Property; (iii) is adjudicated as bankrupt or makes any assignment for the benefit of creditors; (iv) if Lessee becomes insolvent; (v) defaults in maintaining any insurance required by this Ground Lease. Notwithstanding the preceding sentence, such failure shall not be a default if within five (5) days after notice from Lessor, Lessee provides to Lessor the required insurance and the required evidence thereof. Such insurance must cover the lapsed coverage period so that there is no gap in the insurance coverage required by this Ground Lease.

(ii) In the event of a default, beyond the applicable cure period as stated above, Lessor shall have the right, at its option, in addition to and not exclusive of any other remedy Lessor may have by operation of law, without any further demand or notice, to re-enter the City Property and eject all persons therefrom, and either terminate this Ground Lease pursuant to Section 7.

(iii) If suit shall be brought by Lessor for recovery of possession of the City Property, removal of Lessee's equipment, for the recovery of any Ground Lease Fee or any other amount due under the provisions of this Ground Lease, or because of the breach of any other covenant, the Lessee shall pay to the Lessor all expenses incurred therefore, including reasonable attorney fees.

(iv) In the event of any default of this Ground Lease by Lessee, the Lessor may at any time, after notice has been given as set forth in subsection (a) above, cure the default for the account of and at the expense of the Lessee. If Lessor is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce the Lessor's rights under this Ground Lease, the sums so paid by Lessor, with all interest, costs and damages shall be deemed to be Ground Lease Fee otherwise due and shall be added to the Ground Lease Fee and shall be due from the Lessee to Lessor on the first day of the month following the incurring of the respective expenses.

8.2 Lessor Default and Cure. In the event, there is a breach by Lessor with respect to

any of the provisions of this Ground Lease or its obligations under it, Lessee shall give Lessor written notice of such breach. After receipt of such written notice, Lessor shall have thirty (30) days in which to cure any such breach, provided Lessor shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Lessor commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Lessee may not maintain any action or effect any remedies for default against Lessor unless and until Lessor has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Ground Lease if Lessor fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by Lessor if the failure to perform such an obligation interferes with Lessee's ability to conduct its business on the City Property; provided, however, that if the nature of Lessor's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Ground Lease if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

9. Taxes and Liens.

9.1 Lessee shall pay or cause to be paid, before delinquency, any and all taxes and assessments reasonably demonstrated to be attributable to Lessee's use of the City Property which become payable during the Term, including, but not limited to, taxes and assessment attributable to the Equipment Enclosure and any equipment, of any kind owned or placed in, upon or about the Use Area by Lessee, and all sales, transaction privilege arising from this Ground Lease or Lessee's activities hereunder (but not real estate taxes). Lessee shall protect and hold harmless Lessor, the City Property and Use Areas, from all liability for any and all such taxes and assessments and charges together with any interest, penalties or other charges thereby imposed, and from any sale or other proceeding to enforce payment thereof.

9.2 Government Property Lease Excise Tax. Lessee shall be responsible for any and all property taxes and all government property lease excise taxes described in A.R.S. § 42-6201 et seq. or similar laws in force from time to time. Pursuant to A.R.S. § 42-6206, failure by Lessee to pay the taxes after notice and an opportunity to cure is an event of default that could result in divesting Lessee of any interest in or right of occupancy of the Use Areas.

9.3 Liens. Lessee shall keep and hold Lessor, the City Property, Use Areas harmless from and against any liens or claims arising out of any work performed, materials furnished or obligations incurred by Lessee, and shall indemnify and hold Lessor harmless against the same, together with all costs of suit and reasonable attorney's fees incurred by Lessor in connection therewith.

9.4 Lessee Payments Cumulative. All amounts payable by Lessee hereunder or under any tax, assessment or other existing or future obligation shall be cumulative and payable in addition to each other payment required hereunder, and such amounts shall not be credited toward, substituted for, or set off against each other in any manner.

9.5 Lessor's Lien. City waives any and all lien rights it may have, statutory or otherwise, concerning the Equipment Enclosure or any portion thereof. The Equipment

Enclosure shall be deemed personal property for purposes of this Lease, regardless of whether any portion is deemed real or personal property under applicable law; City consents to Lessee's right to remove all or any portion of the Equipment Enclosure from time to time in Lessee's sole discretion and without City's consent. Lessee shall not attempt to grant any security interest in the Property.

10. Insurance.

10.1 Insurance Responsibility. During the Term of this Ground Lease, Lessee shall insure the Use Areas and property and activities at and about the Use Areas as follows:

10.2 Insurance Required. Prior to entering, occupying or using the Use Areas in any way, and in any event not later than ten (10) days after the Effective Date, and at all times thereafter, Lessee shall obtain and cause to be in force and effect the following insurance:

(i) Commercial General Liability and Environmental Liability. Commercial general liability insurance with a limit of Two Million Dollars (\$2,000,000) for each occurrence, a limit of Two Million Dollars (\$2,000,000) for products and completed operations annual aggregate, and a limit of Five Million and No/100 Dollars (\$5,000,000.00) general aggregate limit. The policy shall include premises, operations, independent contractors, products, completed operations, personal injury, bodily injury, advertising injury and contractual liability. The policy shall contain a "separation of Insureds clause

(ii) Automobile Liability. Automobile liability insurance with a limit of One Million and No/100 Dollars (\$1,000,000.00) for each occurrence covering any and all owned, hired, and non-owned vehicles assigned to or used in any way in connection with Lessee's use of the Use Areas. Such insurance shall cover hazards of motor vehicle use for loading and off-loading per standard ISO form.

(iii) Workers' Compensation. Such workers' compensation and similar insurance as is required by law and employer's liability insurance with limits of One Hundred Thousand Dollars (\$100,000) for each accident, One Hundred Thousand Dollars (\$100,000) disease for each employee, Five Hundred Thousand Dollars (\$500,000) policy limit for disease. All contractors and subcontractors must provide like insurance.

(iv) Other Insurance. Any other insurance Lessor may reasonably require for the protection of Lessor, the Use Areas and surrounding property, Lessee, or the activities carried on or about the Use Areas. Once per Term, Lessor may elect by notice to Lessee to increase the amount or type of any insurance to account for inflation, changes in risk, or any other factor that Lessor reasonably determines to affect the prudent amount of insurance to be provided.

10.3 Form of All Insurance. All insurance provided by Lessee with respect to the premises shall meet the following requirements:

(i) "Occurrence" coverage is required. "Claims made" insurance is not permitted.

(ii) All general liability policies shall include Lessor and Lessor's employees, officials, representatives, volunteers, and officers (collectively, the "Additional Insureds"). Lessee shall cause coverage for Additional Insureds to be incorporated into each general liability policy.

(iii) Lessee must clearly show by providing certificates of insurance and additional endorsements that all insurance coverage required by this License is provided.

(iv) Lessee may provide the required insurance coverage through a self-insured program.

(v) Lessee's required insurance shall be the primary insurance as to the risks it covers, and Lessor's insurance shall be secondary.

(vi) All required policies, including workers' compensation, shall waive transfer rights of recovery (subrogation) against Lessor and the Additional Insureds.

(vii) Lessee shall be solely responsible for any self-insurance amount or deductible.

(viii) Lessee shall provide at least thirty (30) days' prior written notice to Lessor of cancellation.

(xi) If Lessee uses any excess insurance to meet required limits, such excess insurance shall be "follow form" equal to or broader in coverage than the underlying insurance.

10.4 Acceptable Insurers. Insurance is to be placed with insurers eligible to do business in the State of Arizona and with an "A.M. Best" rating of not less than A-VII, unless otherwise approved in writing by the Lessor.

10.5 Lessor's Election to Provide Insurance. Lessor is not required to carry any insurance covering or affecting the Use Areas or use of Lessor's property related to this Ground Lease. Any insurance or self insurance maintained by Lessor shall not contribute to Lessee's insurance.

10.6 Representation of Coverage Adequacy. By requiring insurance herein, Lessor does not represent that coverage and limits will be adequate to protect this Ground Lease. Failure to demand evidence of compliance with the insurance requirements set forth in this Ground Lease or failure to identify any insurance deficiency shall not relieve Lessee from, nor be construed or deemed a waiver of, Lessee's obligation to maintain the required insurance at all times during the performance of the Ground Lease.

10.7 Use of Subcontractors. Before Lessee allows any contractor, subcontractor or other person to occupy, use or work on or about the Use Areas pursuant to this Ground Lease, Lessee shall comply with the following:

(i) Lessee shall endeavor to cause such person to provide to Lessor the same worker's compensation and automobile liability insurance with respect to such contractor, subcontractor, or other person's acts that this Ground Lease requires Lessee to provide to Lessor herein.

11. Notices.

11.1 All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Lessor or Lessee may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Lessee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site No: AZPHU0171
Cell Site Name: Red Mountain (AZ)
Fixed Asset No.: 10091308
575 Morosgo Drive
Atlanta, GA 30324

With a copy to:

New Cingular Wireless PCS, LLC
AT&T Legal Department-Network
Attn: Network Counsel
Re: Cell Site No: AZPHU0171
Cell Site Name: Red Mountain (AZ)
Fixed Asset No.: 10091308
208 South Akard Street
Dallas, TX 75202-4206

If to Lessor:

City of Mesa
Real Estate Services
P.O. Box 1466
Mesa, AZ 85211-1466

11.2 Notice for all operational and emergency contacts shall initially be as follows. Lessor and Lessee shall each notify the other as the following change from time to time:

If to Lessor, for general operational matters:

Communication Department
City of Mesa
P.O. Box 1466
Mesa, Az 85211-1466
480-644-3166

Lessor Emergency Services contact:

Municipal Security
City of Mesa
480-644-4700

12. Indemnification.

12.1 Except to the extent caused by or arising out of the negligence or willful misconduct of the Lessor, its agents, employees or assigns, commencing on the Effective Date of this Ground Lease and limited to Lessee's use of the property in addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, Lessee shall pay, indemnify, defend and hold harmless Lessor and all other Additional Insureds for, from and against any and all claims or harm related to or arising out of: (i) Lessee's (or its agents, contractors, representatives, or employees) use of, or construction or maintenance on, the Use Areas and/or City Property; (ii) any negligent act, error, mistake or omission by Lessee (or its agents, contractors, representatives, or employees) in the performance of this Lessee or in the construction or installation of any of Lessee's improvements on the depicted on Exhibit B or the City Property; and/or (iii) Lessee's (or its agents, contractors, representatives, or employees) failure to fully comply with the terms, conditions, and requirements of this Ground Lease. Further, and without limiting the foregoing, the indemnity, duty to defend and hold harmless shall include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use or other impairment), damages, losses, expenses, penalties, fines or other matters (together with all attorney fees, court costs, and the cost of appellate proceedings) that may arise in any manner out of Lessee's use of the Use Areas, the improvements depicted on Exhibit B or other property related to this Ground Lease or the actions, acts, errors, mistakes or omissions relating to work or services in the performance of or related to this Ground Leaser, including the injury or damages or cause of action claimed or caused by Lessee's employees, contractors, subcontractors, Lessees, agents or other persons upon or using the Use Areas, the improvements depicted on Exhibit B or surrounding areas related to this Ground Lease. As a condition to Lessor's executing this Ground Lease, Lessee specifically agrees that to the extent any provision of this paragraph is not fully enforceable against Lessee for any reason whatsoever, this paragraph shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law.

12.2 Risk of Loss. Notwithstanding any provision to the contrary, Lessee assumes the risk of any and all loss, damage or claims related to Lessee's use of the Use Areas. Except to the extent caused by or arising out of the negligence or willful misconduct of Lessor, its agents,

employees or assigns Lessee shall be responsible for any and all damage to its property and equipment related to this Ground Lease.

12.3 Indemnities and Insurance Cumulative. Lessee's obligations to indemnify do not diminish in any way Lessee's obligations to insure; and Lessee's obligations to insure does not diminish in any way Lessee's obligations to indemnify. Lessee's obligations to indemnify and provide insurance are in addition to, and do not limit, any and all other liabilities or obligations of Lessee under or connected with this Ground Lease. The amount and type of insurance coverage required by this Ground Lease will in no way be construed as limiting the scope of the indemnities in this paragraph.

12.4 Survival. The terms, conditions, obligations, and requirements (including but not limited to the indemnity, duty to defend, and hold harmless obligations) in this Section 12 shall survive the expiration or termination of this Ground Lease.

13. Environmental Laws.

Lessee, its officers, agents, affiliates, contractors and subcontractors and employees, shall not introduce or use any Hazardous Substance on the City Property in violation of any applicable law. "Hazardous substance" means 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 pursuant to 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. Except to the extent caused by or arising out of the negligence or willful misconduct of the Lessor, its agents, employees or assigns, Lessee agrees to defend, indemnify and hold harmless Lessor from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the Lessor may suffer or incur due to the existence or discovery of any Hazardous Substances on the City Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment, that relate to or arise from Lessee's Permitted Use or those of its officers, agents, affiliates, contractors and subcontractors and employees. The indemnification in this section specifically includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 13 shall survive the termination or expiration of this Ground Lease.

14. Assignment and Subleasing.

14.1 Lessee shall have the right to assign or otherwise transfer this Ground Lease to any person or business entity which (i) holds a currently valid FCC license to provide to the public from the City Property what are commonly known as wireless telephone services, (ii) is a parent, subsidiary or affiliate of Lessee, is merged or consolidated with Lessee or purchases more than fifty percent (50%) of either an ownership interest in Lessee or the assets of Lessee in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in

which the City Property is located, and (iii) which has a credit rating from one of the three largest national credit rating agencies greater than or equal to that of Lessee at the time of the assignment. Upon notice to Lessor of such assignment, Lessee shall be relieved of all liabilities and obligations hereunder and Lessor shall look solely to the assignee for performance under this Ground Lease and all obligations hereunder; provided assignee accepts this Ground Lease in full, without amendments or changes thereto, steps into the shoes of Lessee, including being responsible and liable for events or defaults which occurred prior to the assignment, and cures any outstanding defaults. Lessor may still hold Lessee liable under this Ground Lease if the assignment is to an assignee which has a credit rating from one of the largest three national credit rating agencies lower than that of the Ground Lease at the time of assignment.

14.2 Lessee may not mortgage or grant a security interest in this Ground Lease

14.3 Any person or entity to which this Ground Lease is assigned pursuant to the provisions of the Bankruptcy Code, 11 USC Sections 101, et seq., shall be deemed without further act to have assumed all of the obligations of Lessee arising under this Ground Lease both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Lessor an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Lessor, shall be the exclusive property of Lessor, and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Lessor's property under the preceding sentence not paid or delivered to Lessor shall be held in trust for the benefit of Lessor and be promptly paid to Lessor.

14.4 Lessor may assign or transfer this Ground Lease, and, upon written notice to Lessee of such assignment, shall be relieved of all liabilities and obligations hereunder provided that such assignee or transferee agrees in writing to fulfill the duties and obligations of the Lessor, including the obligation to respect Lessee's rights to non-disturbance and quiet enjoyment of the City Property during the remainder of the Term hereof.

15. Successors and Assigns.

This Ground Lease and the easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the Parties, their respective successors, personal representatives and assigns.

16. Dispute Resolution.

16.1 Except as otherwise provided in this Ground Lease, any controversy between the Parties arising out of this License or breach thereof, is subject to the mediation process described below.

16.2 A meeting will be held promptly between the Parties to attempt in good faith to negotiate a resolution of the dispute. Individuals with decision making authority (or, in the case

of a Lessor which is a public body, the authority to recommend decisions to Lessor's Board or legislative body) will attend the meeting regarding the dispute. If within twenty (20) days after such meeting the Parties have not succeeded in resolving the dispute (subject to approval by Lessor's Board or legislative body), they will, within twenty (20) days thereafter submit the dispute to a mutually acceptable third Party mediator who is acquainted with dispute resolution methods. Lessor and Ground Lease will participate in good faith in the mediation and in the mediation process. The mediation shall be nonbinding. Neither Party is entitled to seek or recover punitive damages in considering or fixing any award under these proceedings.

16.3 The costs of mediation, including any mediator's fees, and costs for the use of the facilities during the meetings, shall be borne equally by the Parties. Each Party's costs and expenses will be borne by the Party incurring them.

17. Treatment in Bankruptcy.

The Parties to this Ground Lease hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that during the Term of this Ground Lease, Lessee shall become a debtor in any voluntary or involuntary bankruptcy proceeding under the United States Bankruptcy Code, 11 U.S.C. § 101, *et seq.* (the "Code"), this Ground Lease is and shall be treated as an "unexpired Ground Lease of nonresidential real property" for purposes of Section 365 of the Code, 11 U.S.C. § 365, and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365.

18. Force Majeure.

If a Party is delayed or hindered in, or prevented from the performance required under this Ground Lease (except for payment of monetary obligations) by reason of earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrections, war, acts of God or other reasons of like nature, not the fault of the Party delayed in performing work or doing acts, and where reasonable measures by such Party could not have avoided or mitigated the effects of such acts, then such Party is excused from such performance for the period of delay. The period for the performance of any such act shall then be extended for the period of such delay. In the event that Lessee invokes this provision because damage to the City Property has hindered, delayed, or prevented Lessee from using the City Property, Lessee may immediately erect any temporary facilities on the City Property necessary to resume service, provided that such temporary facilities do not unreasonably interfere with Lessor's use of the City Property or ability to repair or restore the City Property. If, in Lessor's sole and absolute discretion, it elects to repair or restore the City Property, upon completion of such repair or restoration, Lessee is obligated to repair or rebuild the Equipment Enclosure accordance with the terms of this Ground Lease.

19. Non-Waiver.

Failure of Lessor to insist on strict performance of any of the conditions, covenants, terms or provisions of this Ground Lease or to exercise any of its rights hereunder shall not waive such rights, but Lessor shall have the rights to enforce such rights at any time and take such action as

might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Lessee to Lessor after a breach of this Ground Lease shall not be deemed a waiver of such breach unless expressly set forth in writing.

20. Miscellaneous.

20.1 Each Party agrees to furnish to the other, within twenty (20) days after request, such truthful estoppel information as the other may reasonably request.

20.2 This Ground Lease together with all attached exhibits constitutes the entire Ground Lease and understanding of the Parties, and supersedes all offers, negotiations and other Ground Leases. There are no representations or understandings of any kind not set forth herein. Any amendments to this License must be in writing and executed by both Parties.

20.3 Each Party agrees to cooperate with the other in executing any documents necessary to protect its rights or use of the City Property. Ground Lease may obtain title insurance on its interest in the City Property. Lessor agrees to execute such documents as the title company may reasonably require in connection therewith.

20.4 This Ground Lease shall be construed in accordance with the laws of the State of Arizona.

20.5 If any term of this Ground Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Ground Lease, which shall continue in full force and effect. The Parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this Ground Lease will be deemed waived by either Party unless expressly waived in writing signed by the waiving Party. No waiver shall be implied by delay or any other act or omission of either Party. No waiver by either Party of any provision of this Ground Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

20.6 The persons who has executed this Ground Lease represent and warrant that they are duly authorized to execute this Ground Lease in their individual or representative capacity as indicated.

20.7 This Ground Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

20.8 All Exhibits referred to herein or attached hereto are incorporated herein for all purposes.

20.9 If Lessee is represented by any broker or any other leasing agent, Lessee is responsible for all commission fees or other payment to such agent, and agrees to indemnify and hold Lessor harmless from all claims by such broker or anyone claiming through such broker.

20.10 Lessor hereby expressly disclaims all Warranties of Merchantability and Fitness

for a Particular Purpose associated with the City Property. Lessee accepts the City Property "As Is."

20.11 Lessee shall conduct its activities in coordination with Lessor as necessary to maintain good relations with all governmental and other entities having jurisdiction over the Use Areas, all other occupants of the Use Areas, and the occupants of surrounding real property (this is not intended to, nor shall it, create any third-party beneficiaries rights under this Ground Lease). Lessee shall immediately give to Lessor notice of any actual or threatened dispute or violations relating to the Use Areas. Lessee is not an agent for Lessor.

20.12 This Ground Lease requires the formal approval of the Council of the City of Mesa.

20.13 Compliance with applicable laws. Lessee shall at all times comply with all Applicable Laws. Further, Lessee's obligations hereunder are in addition to, and cumulative upon (and not to any extent in substitution or satisfaction of), all existing or future laws and regulations applicable to Lessee. This Ground Lease does not impair City of Mesa's power to enact, apply or enforce any laws or regulations, or exercise any governmental powers affecting in any way Ground Lease, the City Property, or the Use Areas.

20.14 Severability. In the event any term, condition, covenant, stipulation, Ground Lease or provision herein contained is held to be invalid or unenforceable for any reason, the invalidity of any such term, condition, covenant, stipulation, License or provision shall in no way affect any other term, condition, covenant, stipulation, License or provision herein contained. Further, this Ground Lease shall be deemed automatically reformed to secure to Lessor the legal, equitable, practical and other benefits of the written provisions of this Ground Lease to the very maximum extent permitted by law.

20.15 Construction. Whenever the context of this Ground Lease requires, the singular shall include the plural, and the masculine shall include the feminine. This Ground Lease was negotiated on the basis that it shall be construed according to its plain meaning and neither for nor against any Party, regardless of their respective roles in preparing this Ground Lease. The terms of this Ground Lease were established in light of the plain meaning of this Ground Lease and this Ground Lease shall therefore be interpreted according to its plain meaning and without regard to rules of interpretation, if any, that might otherwise favor Lessee.

20.16 Paragraphs Headings and Recitals. The paragraph headings contained herein are for convenience in reference and not intended to define or limit the scope of any provision of this Ground Lease. The recitals set forth on pages 1 and 2 are made a part of this Ground Lease and incorporated herein for all purposes.

20.17 No Third Party Beneficiaries. No person or entity shall be a third party beneficiary to this Ground Lease or shall have any right or cause of action hereunder. Lessor shall have no liability to third parties for any approval of plans, Lessee's construction of improvements, Lessee's negligence, Lessee's failure to comply with the provisions of this Ground Lease (including any absence or inadequacy of insurance required to be carried by Lessee), or otherwise as a result of the existence of this Ground Lease.

20.18 Drug Free Workplace Program. Lessee is hereby advised that the City of Mesa, to ensure the safety and health of employees and the public working on City contracts/projects, has adopted a policy establishing a drug free workplace for itself and as a requirement for

contractors doing business with the City. Lessee shall require a drug free workplace for all employees working under this Ground Lease. Lessee and its employees and agents who are working under this Ground Lease shall not manufacture, distribution, dispensation, possession or unlawfully use a controlled substance in the workplace. Lessee shall prohibit and ensure that its employees do not possess or use, and its employees and agents shall not use and shall not be under the influence of, intoxicating substances and/or illegal drugs while installing, constructing or maintaining Lessee's improvements.

20.19 Compliance with Federal Immigration Laws and Regulations. Lessee agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Ground Lease and to permit the City or its agents to inspect personnel records to verify such compliance. Lessee shall ensure and keep appropriate records to demonstrate that all employees have a legal right to live and work in the United States. To the extent A.R.S. §§ 23-214 and 41-4401 are applicable under this Ground Lease, the following shall apply: Under the provisions of A.R.S. §41-4401, Lessee hereby warrants to the City that Lessee and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and complies with A.R.S. §23-214(A) (the "Lessee's Immigration Warranty"). A breach of the Lessee's Immigration Warranty shall constitute a material breach of this Ground Lease and shall subject Lessee to penalties up to and including termination of this Ground Lease at the sole discretion of the City. City may, in its sole discretion, inspect the papers of, and/or conduct random verification of the employment records of, Lessee's or its subcontractors' employees who provide services under this License to ensure compliance with the Lessee's Immigration Warranty. Lessee agrees to assist the City in regard to any inspection of records or random verification performed. Neither the Lessee nor any of its subcontractors shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

20.20 Statutory Cancellation Right. In addition to its other rights hereunder, Lessor shall have the rights specified in A.R.S. § 38-511.

20.21 Surviving Provisions. All warranties, representations, and duties to indemnify, defend, and hold harmless by Lessee shall survive the termination or expiration of this Ground Lease. Additionally, Lessee's obligations to restore the Use Areas and any other obligations or sections of this Ground Lease that reasonably should survive shall survive the termination or expiration of this Ground Lease.

20.22 Counterparts. This Ground Lease may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which, once executed, shall be deemed an original, but all counterparts shall constitute one and the same instrument.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

CITY OF MESA

By:

Printed Name: Christopher J. Brady, City Manager,
Or Designee

Date:

LESSEE:

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

By: AT&T Mobility Corporation
Its: Manager

By:

Printed Name:

Its:

Date:



Shan Chen
Area Mgr DSW - COE
12/12/2017

EXHIBIT A

Legal Description

A portion of the Northeast quarter of Section 35, Township 2 North, Range 6 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Begin at the Southeast corner of the Northeast quarter of said Northeast quarter, thence North 00 degrees 05 minutes 36 seconds West along the East line of said Northeast quarter of the Northeast quarter, a distance of 33.09 feet to a point; thence South 89 Degrees 58 Minutes 16 Seconds West, along the South line of the North 990 feet of said Northeast quarter, a distance of 269.15 feet to a point; thence South 00 Degrees 01 Minutes 14 Seconds East, a distance of 48.16 feet to the True point of Beginning;

Thence South 30 Degrees 39 minutes 12 Seconds West, a distance of 26.00 feet to a point;

Thence North 59 Degrees 20 Minutes 48 Seconds West, a distance of 22.00 feet to a point;

Thence North 30 Degrees 39 Minutes 12 Seconds East, a distance of 26.00 feet to a point;

Thence South 59 Degrees 20 Minutes 48 Seconds East, a distance of 22.00 feet to a point;
Along with access from the access entry point to the Lease site.

EXHIBIT B
SITE PLAN

{00217411.5}

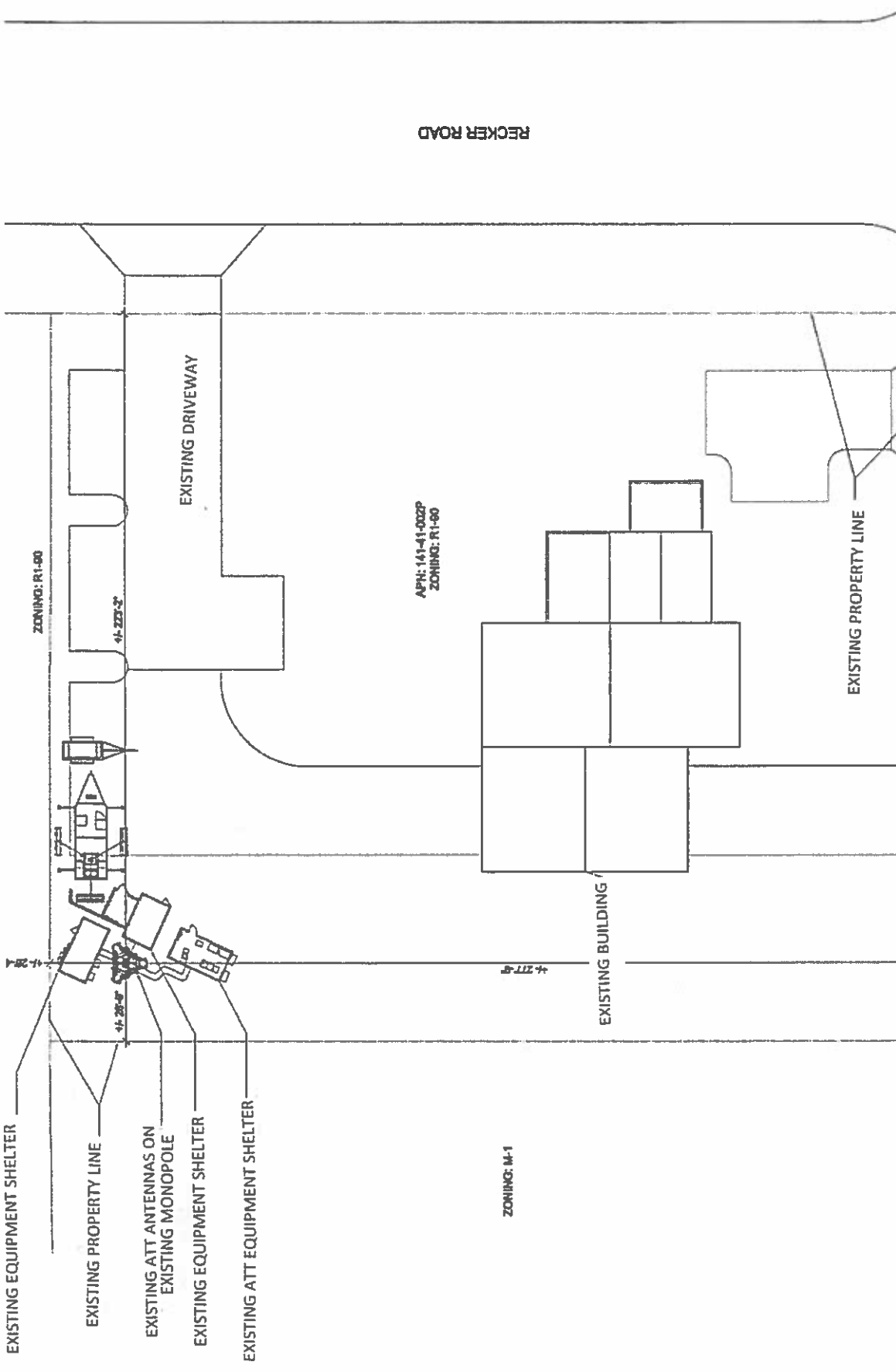


EXHIBIT C

**Photo Simulations of the Equipment Enclosure that currently exist within the Use Area of
the City Property**



EXHIBIT D

Mesa Communications Site Access Procedures



161 E Sixth Pl
P.O. Box 1460
Mesa, Arizona 85211-1460

Communications Site Access Procedure for Tower Sites Located on City of Mesa Property

Background:

The City of Mesa maintains and operates communications facilities throughout the City that are designed to provide effective and reliable public safety communications. In today's environment, it is essential that these facilities be secure from unauthorized entry.

For this reason, all tenants and their contractors must follow a prescribed notification procedure when entering a City of Mesa facility.

Procedure:

As specified in the Communications Site Lease Agreement, each tenant must notify the City of Mesa at least 48 hours prior to performing work at a given site unless it is an emergency. In the case of an emergency, this notification must be provided as soon as practicable. In any event, notification must be provided prior to entering the site to the City's Municipal Security Department.

The City of Mesa Municipal Security Department is responsible for the security of Mesa's Communication sites and can be reached 24 X 7 at 480-644-4700.

Municipal Security must be notified and provided the following information:

- Anyone accessing one of these facilities without a 48-hour notice must call Municipal Security prior to entering the site.
 - 480-644-4700
- 48 hour notices may be made by phone or by email (preferred) to the following:
 - John.minick@mesaaz.gov
 - mscomctr@mesaaz.gov
 - or: denis.murphy@mesaaz.gov
- The notification must include the following information:
 - Name
 - Company name
 - Contact number for on site supervisor
 - Wireless Carrier (if the company is a contractor for a wireless carrier)
 - Address of Site to be accessed
 - Estimated arrival time and amount of time at the site

Questions regarding the access procedure should be directed to the City of Mesa Communications Division at:

Communications Department
City of Mesa
P.O. Box 1460
Mesa, AZ 85211-1460
480-644-3166
480-644-3173 FAX

480-644-3166
480-644-3173 FAX