

**LEASE AGREEMENT**

This LEASE AGREEMENT ("Agreement") made this \_\_\_\_ day of \_\_\_\_\_ 2022 ("Effective Date"), by and between NORMAN UTILITIES AUTHORITY, a Public Trust, hereinafter called the LESSOR, and DISH Wireless L.L.C., hereinafter called LESSEE.

WHEREAS, the LESSOR is the owner of a water tower (the "Tower") located at 4151 W. Robinson Street, Norman, OK 73072 (said parcel being hereinafter referred to as the "Property"), and more fully described in Exhibit "A" attached hereto and made a part hereof, and

WHEREAS, LESSEE desires to lease antenna space on said Tower and a ground lease area as shown on "Exhibit A" in which to construct and maintain a 5' x 7' raised platform and other pertinent telecommunications equipment.

NOW THEREFORE, in and for the covenants, conditions, agreements and rents hereinafter set forth, and other good and valuable consideration, the adequacy of which is hereby acknowledged, LESSOR hereby leases to LESSEE, and LESSEE takes from LESSOR, approximately 150 square foot ground lease area, including access thereto as shown on Exhibit "A", located in what is known as the Brookhaven Water Tower and antenna space on the structure of the said Tower, together with access and utility rights as provided for herein as follows:

The equipment space and antenna space on the Tower described above is hereinafter referred to as the "Leased Premises". In addition, LESSOR grants to LESSEE the right to construct the necessary conduit and/or duct space on the Tower and the Property, for electrical wiring, telephone lines, and coaxial cable, pipes, tubes and appurtenances thereto, all of which are required by LESSEE as an integral part of its mobile communication facility. LESSEE shall be allowed to install, operate, maintain, replace and remove its communications equipment, and related cables, wires, conduit, antennas, air conditioning equipment, and other appurtenances as it may from time to time require. Although such equipment and appurtenances may become fixtures, they shall be and shall remain the property of LESSEE and LESSEE shall have the right to remove all of them at the expiration of termination of this lease. However, in the event of termination or default, LESSEE's equipment and appurtenances, if not removed from Leased Premises within sixty (60) days, LESSOR may, after giving 30 days prior notice, remove and store equipment at LESSEE's expense, however any and all equipment shall be and shall remain the property of the LESSEE. LESSEE shall pay LESSOR within 15 days of receipt of charges for storage and removal of the property based upon the LESSOR's cost of said of removal and storage.

## ARTICLE I

This Agreement shall be effective as of the Effective Date. The initial term ("Initial Term") of this Agreement shall be five (5) years, commencing on the first day of the month following the commencement of LESSEE's installation of its equipment (the "Commencement Date") and extending through 11:59 PM on the day immediately preceding the fifth (5<sup>th</sup>) anniversary of the Commencement Date unless terminated sooner, renewed or extended in accordance with this Agreement. This Agreement shall be automatically renewed for four (4) additional consecutive terms of five (5) years each (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**"), unless LESSEE provides the LESSOR with written notice of intention not to renew not less than ninety (90) days prior to the expiration of the then-current five-year term.

The basic monthly rental rate payable by LESSEE to LESSOR shall be Two Thousand Five Hundred Dollars (\$2,500.00). The rentals payable hereunder shall be paid monthly; the first rent payment shall be made within twenty (20) business days of the Commencement Date, with subsequent rent payable on or before the tenth day of each month.

The rental will be increased annually on the anniversary of the Commencement Date by three percent (3%) of the then-current rent. Payments shall be delivered to the address designated by LESSOR in Article XIII, or by electronic payment. All payments for any fractional month shall be prorated based upon the number of days during such month that the payment obligation was in force. LESSEE shall require receipt of a validly completed IRS approved W-9 form (or its equivalent) prior to paying any rent or any other amount(s) due under this Agreement.

## ARTICLE II

Upon LESSOR approval of applicable utility easements, which approval shall not be unreasonably withheld, conditioned or delayed, LESSOR shall permit the electric, fiber and telephone utility companies providing services to LESSEE to use the Easements and, upon LESSOR approval of any necessary applicable utility easements, which shall not be unreasonably withheld, conditioned or delayed, LESSOR shall permit such utility companies the right to extend their lines and facilities over, across and if necessary into, through or under LESSOR's Property for such purposes without the payment of additional consideration by LESSEE or the utility company. LESSOR will cooperate with LESSEE in LESSEE's efforts to obtain utilities from any location provided by LESSOR or the servicing utility, including signing any easement(s) or other instrument(s) reasonably required by the utility company. If there is a loss of electrical service at the Leased Premises (as defined in Article VI below), LESSEE may, at its expense, install and maintain a temporary generator and fuel storage tank at the Leased Premises. The location of emergency generator and fuel must be within the fenced area of the Ground Space, unless otherwise approved by LESSOR in writing, such approval not to be unreasonably withheld,

conditioned or delayed. LESSEE's fuel tank must be double walled or other containment provided in accordance with applicable federal regulations.

LESSEE shall have a separate power meter installed for its electric service and LESSEE shall pay all costs related to said electric service.

### ARTICLE III

LESSEE agrees that it will operate its equipment in a manner which will not cause harmful interference with, (i) LESSOR's existing communications systems, or, (ii) the equipment existing as of the Effective Date of any other existing tenant sharing the use of this location. Should such harmful interference be identified as being caused by LESSEE's equipment, LESSEE shall immediately take every reasonable step to mitigate and eliminate said interference.

LESSOR shall require that all future persons or entities desiring to use this location will first coordinate with LESSEE to ensure that their frequencies and antenna locations will be compatible with LESSEE's so as to prevent such harmful interference.

If the Director of Utilities of LESSOR shall reasonably determine that any such harmful interference caused by LESSEE's equipment adversely affects the ability of the police, the fire department or any other department or agency furnishing emergency services to carry out their duties and thereby endangers the health, safety and welfare of the public, LESSEE shall discontinue the use of its equipment until the interference has been eliminated.

### ARTICLE IV

It is understood and agreed that LESSEE's ability to use the Leased Premises is contingent upon a satisfactory structural analysis showing that the Tower is suitable for LESSEE's use and equipment ("Structural Analysis") and LESSEE's obtaining and maintaining, either before or after the Effective Date of this Agreement, all of the certificates, permits, and other approvals that may be required by any federal, state or local authorities. LESSEE shall make due and timely application for all such necessary certificates and approvals, and LESSOR shall take no action which would adversely affect the status of the Leased Premises with respect to the proposed use thereof by LESSEE. LESSOR authorizes LESSEE to file and submit for such governmental approvals, at LESSEE's sole cost and expense, and LESSOR agrees to cooperate with LESSEE with respect to obtaining any required zoning or other governmental approvals for the Leased Premises. In the event that: (i) a Structural Analysis is unsatisfactory; (ii) any of such applications is finally rejected, conditioned, materially delayed or otherwise not approved for any or no reason; (iii) LESSEE determines, in LESSEE's sole and absolute discretion, that such approvals cannot be

obtained in a timely and commercially reasonable manner; or, (iv) any certificate, permit, license or approval issued to LESSEE is canceled or otherwise withdrawn or terminated by governmental authority so that LESSEE in its sole discretion will be unable to use the Lease Premises for its specified purposes, the LESSEE shall have the right to terminate this Agreement. Notice of said termination shall be given to the LESSOR in writing as required by Article XIII. All rental paid pursuant to this Agreement to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall become null and void, and said parties shall have no further obligations, including the payment of money, to each other.

## ARTICLE V

Except to the extent caused by the breach of this Agreement by LESSOR or the acts or omissions of LESSOR, its officers, agents, employees, contractors, or any other person or entity for whom LESSOR is legally responsible, LESSEE shall defend, indemnify and hold LESSOR and its officers, directors, shareholders, employees, agents and representatives harmless from and against any and all claims, demands, litigation, settlements, judgments, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising directly or indirectly out of: (i) any act or omission of LESSEE, its officers, agents, employees, contractors, or any other person or entity for whom LESSEE is legally responsible; or (ii) a breach of any representation, warranty or covenant of LESSEE contained or incorporated in this Agreement.

To the extent permitted by law, except to the extent caused by the breach of this Agreement by LESSEE or the acts or omissions of LESSEE, its officers, agents, employees, contractors, or any other person or entity for whom LESSEE is legally responsible, LESSOR shall defend, indemnify and hold LESSEE, its officers, directors, shareholders, employees, agents and representatives harmless from and against any and all claims, demands, litigation, settlements, judgments, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising directly or indirectly out of: (i) any act or omission of LESSOR, its officers, agents, employees, contractors or any other person or entity for whom LESSOR is legally responsible; (ii) a breach of any representation, warranty or covenant of LESSOR contained or incorporated in this Agreement; and/or (iii) the generation, possession, use, storage, presence, release, spill, treatment, transportation, manufacture, refinement, handling, production and/or disposal of Hazardous Substances in, on, about, adjacent to, under or near the Premises and/or the Property, and/or any contamination of the Premises and/or the Property by any Hazardous Substance, but only to the extent not caused by LESSEE or its employees, agents, customers/invitees or contractors.

LESSEE's and LESSOR's obligations under this Article shall survive the expiration or earlier termination of this Agreement for two (2) years.

The Party seeking indemnification (the "**Indemnified Party**") shall promptly send Notice to the Party from whom indemnification is being sought (the "**Indemnifying Party**") of the claim or suit for which indemnification is sought. The Indemnified Party shall not make any admission as to liability or agree to any settlement of or compromise any claim without the prior written

consent of the Indemnifying Party. The Indemnified Party shall, at the Indemnifying Party's request and expense, give the Indemnifying Party all reasonable assistance in connection with such negotiations and litigation.

#### ARTICLE VI

In consideration of the obligations of LESSOR and LESSEE set forth herein, LESSOR leases to LESSEE, and LESSEE hereby leases from LESSOR: (i) a portion of LESSOR's Tower located on the Property for the installation of LESSEE's equipment comprised of a radiation center with a minimum of five (5) feet in each vertical direction of separation from adjacent occupants on the Tower ("Tower Space"); (ii) approximately 150 square feet of ground space ("Ground Space") for LESSEE's ground equipment; and (iii) additional space on the Property for the installation, use, operation, modification, repair, replacement, monitoring and maintenance of wires, cables, fiber/T-1, conduits, pipes running between and among the Ground Space, Tower Space, Easements and/or public right of way, and to all necessary electrical, fiber and telephone utility sources located on the Property ("Cable Space"). The Tower Space, Ground Space, and Cable Space are collectively referred to as the "Leased Premises" and are depicted on the drawings attached hereto and incorporated herein as Exhibit "A". LESSEE shall install and locate its transmittal equipment within the lease area as shown on Exhibit "A". LESSOR agrees that LESSEE may use the Leased Premises for the purpose of the installation, operation, and management of a telecommunications facility, including, without limitation, antennas, nodes, wires, cables, conduits, piping, electrical and utility lines, and other related equipment or personal property, which shall include the right, subject to below, to replace, repair, add, or otherwise modify LESSEE's equipment or any portion thereof and the frequencies over which LESSEE's equipment operates (collectively, "Permitted Use").

The location of the LESSEE's equipment and property to be constructed and installed by LESSEE on the Leased Premises and on the Tower and LESSEE's use of said Leased Premises and Tower shall in no way unreasonably interfere with the LESSOR's use thereof. The location of such equipment and property shall be approved by the Director of Utilities of the City of Norman before being installed or constructed by LESSEE, which approval shall not be unreasonably withheld, conditioned or delayed. Specifically, LESSEE shall submit plans for the installation or modification of LESSEE's equipment to LESSOR for approval. LESSEE shall at its expense complete all make ready work and install its equipment and antennas in accordance with plans and specifications prepared by LESSEE and submitted to LESSOR for approval. LESSOR shall have thirty (30) working days to review said construction plans and approve them, or in the alternative, to advise LESSEE of necessary changes. If LESSOR fails to respond to any request for approval within thirty (30) days, then the request shall be deemed approved. LESSEE shall not commence construction until said approval has been received from LESSOR. LESSEE further agrees to comply with all applicable rules and regulations of the Federal Communications Commission and all applicable local building and electrical codes.

LESSEE shall, at its expense, repair all damages to LESSOR's water tower which are a direct result of LESSEE's activities. If LESSEE fails to make such repairs within fifteen (15) working days after LESSEE's receipt of written notice that the damage has occurred, LESSOR shall have the right to make all necessary and reasonable repairs and LESSEE shall reimburse LESSOR for its reasonable expense within fourteen (14) days of LESSOR presenting to LESSEE a statement showing the cost of such repairs.

LESSEE represents and agrees that the installation and operation of its property and equipment shall not cause damage of any kind to LESSOR's water tower structure and that LESSEE shall in no way interfere with the use, repair and/or maintenance of such tower by LESSOR.

#### ARTICLE VII

LESSEE will procure and maintain a public liability policy, with limits of \$2,000,000 for bodily injury, \$3,000,000 for property damage, \$5,000,000 aggregate, with a certificate of insurance to be furnished to LESSOR within thirty (30) days of a written request. Such policy will name LESSOR as an additional insured and provide that cancellation will not occur without at least thirty (30) days prior written notice to LESSOR.

Insurance Requirements. All policies required to be maintained by this Article VII shall be issued by insurers that are (1) licensed to do business in the state in which the Property are located, and (2) rated A- or better by Best's Key Rating Guide.

#### ARTICLE VIII

LESSEE shall not be deemed to have abandoned the Leased Premises even though LESSEE may cease using the communications facilities for a period of time so long as LESSEE continues to pay all rental.

#### ARTICLE IX

If any portion of said Tower is destroyed or becomes damaged by fire, wind, water or other natural disaster not caused by or arising from LESSEE's gross negligence or willful misconduct (collectively, "Casualty") so as to render the Leased Premises, in the sole judgment of the LESSEE, unfit in whole or in part for occupancy or use by the LESSEE, LESSEE's rent shall abate as of the date of the Casualty and LESSOR shall restore or cause to be restored within a reasonable period of time. In the event the Tower cannot be restored within sixty (60), LESSOR or LESSEE shall have the option of terminating this Agreement.

## ARTICLE X

Subject to the limitations below, the Parties acknowledge and agree that commencing on the Effective Date and continuing throughout the Term, LESSEE, its employees, agents and contractors shall have unrestricted access to the Premises 24 hours per day, 7 days per week and at no additional cost or expense to the Ground Space, and LESSEE, its employees, agents and contractors shall have access to the Tower and the area around the Tower, at reasonable times which shall not interfere with the maintenance or use of said Tower and adjacent area by LESSOR, for the purpose of installing, constructing, inspecting, operating, repairing, replacing and maintaining LESSEE's equipment and constructing its facilities and its Permitted Use. LESSEE shall be responsible for installing any drive or surface features that allow vehicles to access area of installation for maintenance purposes if desired by LESSEE. If LESSEE elects LESSEE shall be responsible for any required permits or inspections regarding such surface installations. LESSOR will not have unsupervised access to LESSEE's Leased Premises and shall give LESSEE prior notice before accessing LESSEE's Leased Premises, and give LESSEE an opportunity to accompany LESSOR during any such access.

Presence and operation of proposed equipment must have minimal impact on the Tank's periodic maintenance work. This may include but shall not be limited to, tank inspections, painting and maintenance of Federal Aviation Administration required equipment and/or police, fire and other emergency communications system equipment. No cables, or other equipment of LESSEE may be installed on or near access ladders.

LESSEE shall be responsible to remove its telecommunication facilities to a mutually agreed upon location on the Property (a "Temporary Location") during any LESSOR required maintenance of the Tower after ninety (90) day written notice from LESSOR and then re-install on the Tower at no cost to the LESSOR. LESSEE shall be allowed to install at the Temporary Location a "cell on wheels" or a functionally equivalent mobile structure or other interim cell siting arrangement and all equipment necessary or advisable for the operation thereof. If the LESSEE does not remove its facilities, the LESSOR shall notify LESSEE of such failure to remove. If LESSEE does not remove its facilities within thirty (30) days of such notice, LESSOR shall have the right to either remove the LESSEE's facilities by an approved contractor, and bill LESSEE for such actual and reasonable costs or LESSEE agrees that facilities left in place following notice of upcoming maintenance may receive sandblasting and painting related maintenance actions

LESSOR agrees that the Authorized Parties (as defined below) of the LESSEE may enter upon the Leased Property to perform maintenance, repair or renovations to the water and the adjacent premises upon execution of this Agreement. However, LESSEE agrees that access for routine maintenance, repair or renovations will be denied unless LESSEE identifies (email is sufficient), at least twenty-four (24) hours prior to entry, those employees, agents and independent

contractors whom are authorized parties of LESSEE ("Authorized Parties"). Authorized Parties must report to LESSOR prior to entry and may access the Property only between the hours of 7:00 a.m. and 7:00 p.m.

However, for emergency repairs, Authorized Parties of the LESSEE shall have full and free access to LESSEE's equipment and antennas twenty-four (24) hours per day, seven (7) days a week, upon first providing proper identification to the on-site water plant operator. LESSEE will coordinate said operations with LESSOR.

LESSEE shall have the option to maintain a city issued time-stamp or other key to the facility. LESSEE shall place a \$200 deposit to the City for the issuance of such key. Upon completion or termination of the contract, the key must be returned within sixty (60) days for a refund on deposit.

LESSEE shall at all times comply with security and confidentiality regulations provided to them in effect at the LESSOR's Property. Information belonging to the LESSOR shall be safeguarded by the LESSEE to the same extent as the LESSEE safeguards their information of like kind relating to its own operation.

LESSOR shall provide parking privileges at no cost to LESSEE for at least one vehicle to be used by LESSEE's maintenance personnel.

#### ARTICLE XI

Notwithstanding anything to the contrary contained herein, LESSOR's prior written consent shall not be required, nor shall LESSOR have the right to cancel this Lease if LESSEE assigns or subleases, this Agreement or any interest herein or the Lease Premises, ground lease area or other rented area hereunder to any corporation, partnership or other entity which (i) is controlled by, controlling or under common control with LESSEE, or (ii) shall merge or consolidate with or into LESSEE, or (iii) shall succeed to all or substantially all the assets, property and business of LESSEE or (iv) LESSEE or its affiliates have any direct or indirect equity investment. LESSEE may not assign or sublease their rights under this Agreement to any independent or non-related entity without prior written approval of LESSOR, which approval shall not be unreasonably withheld, conditioned or delayed.

#### ARTICLE XII

Should LESSEE fail to pay the rental herein above specified when the same shall become due and payable, or should LESSEE attempt to use the Leased Premises for any purpose other than that described herein above, or should the LESSEE attempt to assign or sublet this Lease without prior written consent of the LESSOR, except as provided for above, or should LESSEE in any



default in its performance of any of the conditions of this Agreement, LESSOR may, at its option, thereupon declare this Lease terminated, provided, however, LESSOR shall have first given LESSEE notice in writing of said default and opportunity to cure as set forth herein. Upon receipt of such notice, LESSEE shall have thirty (30) days to correct the condition or conditions and bring same into compliance with the terms of this Lease. If said conditions of default persist after thirty (30) days of notice thereof by LESSOR to LESSEE, then LESSOR may declare this Lease terminated. This Agreement may not be terminated if LESSEE commences action to cure the default within the thirty (30) day period and diligently pursues it and LESSOR agrees in writing to grant LESSEE additional time within such thirty (30) day period to fully cure the default. Upon written notice of said termination to LESSEE, LESSOR shall be entitled to possession of the above described Leased Premises subject to LESSEE's holdover rights and/or Removal Period in this Agreement as provided in Article XVII below; provided, however, that any such termination shall not relieve LESSEE of its obligations to pay any rental, damages, storage and removal expenses which may be due and payable to the date of said termination.

LESSEE shall have the right, but not the obligation, to terminate this Agreement without further liability upon thirty (30) days prior written notice to LESSEE due to any one or more of the following: (i) changes in applicable law which prohibit or adversely affect LESSEE's ability to operate LESSEE's equipment at the Leased Premises; (ii) LESSEE, in its sole discretion, determines that LESSEE's Permitted Use of the Leased Premises is obsolete or unnecessary; (iii) LESSOR or a third party installs any structure, equipment, or other item on the Tower, Property or an adjacent property, which blocks, hinders, limits, or prevents LESSEE from being able to use the LESSEE equipment for LESSEE's Permitted Use; or (iv) LESSOR defaults in the performance of any of its obligations under this Agreement and fails to cure such default within 30 days after receipt of written notice from LESSEE.

### ARTICLE XIII

Any notice or demand made pursuant to this Agreement shall be sufficiently given if made in writing, by certified mail, in a sealed envelope, postage prepaid, or by overnight courier service, charges prepaid, to the party to be notified, and addressed as shown below:

LESSEE:     DISH Wireless L.L.C.  
               Attn: Lease Administration  
               5701 South Santa Fe Blvd.  
               Littleton, Colorado 80120

With a copy to:

*JCS*

Site Name: Brookhaven Water Tower  
Site ID: 5751 Brookhaven

Contract K-      K-2122-110

DISH Wireless L.L.C.  
Attn: Office of the General Counsel

*If by overnight courier service:*  
9601 South Meridian Blvd.  
Englewood, Colorado 80112

*If by first-class certified mail:*  
P.O. Box 6655  
Englewood, Colorado 80155

LESSOR:

Norman Utilities Authority  
Attn: City Clerk  
P.O. Box 370  
Norman, OK 73070  
Tax ID: 52-1645638  
Phone: (405) 366-5386  
Fax: (405) 366-5389

With a copy to:

City of Norman  
Attn: Director of Utilities  
P.O. Box 370  
Norman, OK 73070  
Phone: (405) 366-5443  
Fax: (405) 366-5447

The receipt of such notice (in the case of delivery by first-class certified mail or by overnight courier service) will constitute the giving thereof. LESSOR or LESSEE may from time to time designate any other address for this purpose by thirty (30) days prior written notice to the other party.

#### ARTICLE XIV

LESSOR warrants that it has full right and power to execute and perform this Lease, and to grant the estate demised herein.

#### ARTICLE XV

Subject to the other terms of this Lease, LESSOR covenants that LESSEE shall, and may peacefully have, hold and enjoy the Leased Premises for the Lease Term free of any claims by any party claiming by, through or under LESSOR, provided that LESSEE pays the rent to be paid to LESSOR under this Agreement and performs all LESSEE's covenants and agreements herein contained.

#### ARTICLE XVI

Should LESSOR fail to perform any of its obligations hereunder, LESSEE may (but shall not be obligated to), enter upon the Leased Premises and perform all or any part of such obligations. LESSEE may deduct the cost of such performance from subsequent rental payments. No action taken by LESSEE under this Section shall relieve LESSOR from any of its obligations under this Agreement or from any consequences of liabilities arising from the failure to perform

*JCS*

such obligations. LESSEE shall give LESSOR thirty (30) days notice in writing to correct defect as provided in Article XIII.

#### ARTICLE XVII

LESSEE, upon expiration or earlier termination of this Agreement, shall within ninety (90) days ("Removal Period"), remove its personal property and restore the Leased Premises as nearly as reasonably possible to its original condition, reasonable wear and tear expected, provided, however, that LESSEE shall have no obligation to remove any LESSEE's equipment or other objects that are below the surface of the Property (such as cables) or any concrete or equivalent installation pad. In the event any applicable equipment installed on the Leased Premises by LESSEE is not timely removed, LESSOR may notify LESSEE of such failure to remove. In the event any applicable equipment installed on the Leased Premises by LESSEE is not removed within thirty (30) days of such notice, LESSOR will have the right to remove such equipment from the Leased Premises. LESSEE agrees to be responsible to LESSOR for the actual costs of such removal. LESSEE shall continue to pay rent to LESSOR until LESSEE's property is removed from the Leased Premises as required.

#### ARTICLE XVIII

Any sale by the LESSOR of all or part of the Leased Premises to a purchaser other than LESSEE shall be under and subject to this Lease Agreement and LESSEE's rights hereunder.

#### ARTICLE XIX

This Agreement shall extend to and bind heirs, executors, administrators, successors and assigns of the parties hereto.

#### ARTICLE XX

At LESSOR's option, this Agreement shall be subordinate to any mortgage by LESSOR which from time to time may encumber all or part of the Leased Premises; provided, however, every such mortgage shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Leased Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause provided that such documents are in form and content reasonably acceptable to LESSEE. If the Property is encumbered by a mortgage as of the Effective Date, then LESSOR shall, promptly following LESSEE's request, obtain and furnish to LESSEE a non-disturbance agreement, in recordable form, for each such mortgage. If LESSOR defaults in any payment or other performance obligations under any mortgage encumbering the Property, LESSEE may, at its option (but without any obligation), cure or correct such default and, upon doing so, LESSEE: (a) shall be subrogated to any and all rights, titles, liens, and/or equities of the holders of such mortgage; and (b) may offset the full amount against any rent or other amount owed by LESSEE to LESSOR under this Agreement.

#### ARTICLE XXI

This Lease Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Oklahoma, and the parties hereto agree to the venue and personal jurisdiction of these courts.

#### ARTICLE XXII

The parties hereto declare that they have read and do understand each and every term, condition and covenant contained in this Agreement and in any document incorporated by reference. This lease includes the entire Agreement between the parties relating hereto and supersedes all prior or contemporaneous negotiations, commitments, representation, writings and/or oral understandings or Agreement. The parties signed this Agreement for the consideration herein expressed. Any addition to, variation or modification of this Agreement shall be void and ineffective unless in writing signed by the parties hereto.

#### ARTICLE XXIII

LESSEE represents that it is a Limited Liability Corporation in good standing in the State of Colorado and qualified to do business as a Limited Liability Corporation in the State of Oklahoma.

#### ARTICLE XXIV

LESSEE shall not have exclusive use or possession of any portion of the Property and premises upon which the LESSOR's Tower and other facilities are located, except for the Leased Premises and the equipment to be constructed and installed by LESSEE in the Ground Space and Tower Space, and LESSEE's rights hereunder shall be subject and subordinate to LESSOR's right to use and occupy said Property for any municipal purpose or purposes, so long as LESSOR's use does not unreasonably interfere with LESSEE's use hereunder.

#### ARTICLE XXV

LESSOR represents and warrants to LESSEE that it has no knowledge of any substance, chemical or waste on the Property that is identified as hazardous, toxic or dangerous (collectively, "Substance") in any applicable federal, state or local law or regulation. LESSEE will not introduce or use any Substance on the Property in violation of any applicable law. LESSOR will have sole responsibility for the identification, investigation, monitoring and remediation and/or cleanup of any Substance discovered at the Property unless the presence or release of the Substance is caused by the activities of LESSEE. LESSOR understands and agrees that notwithstanding anything contained in this Agreement to the contrary, in no event shall LESSEE have any liability whatsoever with respect to any Substance that was on, about, adjacent to, under or near the Tower or Property prior to the Effective Date, or that was generated, possessed, used, stored, released, spilled, treated, transported, manufactured, refined, handled, produced or disposed of on, about,

adjacent to, under or near the Property and/or Tower by: (1) LESSOR, its agents, employees, contractors or invitees; or (2) any third party who is not an employee, agent, contractor or invitee of LESSEE.

#### ARTICLE XXVI

The provisions of this agreement shall be considered severable and, in the event any part or provision shall be held void by a court of competent jurisdiction, the remaining parts shall then constitute the agreement.

#### ARTICLE XXVII

Both parties to this agreement recognize that this is a property lease agreement. This agreement shall not be construed as creating any agency or third party beneficiary agreements in any form or manner whatsoever.

Both parties assume responsibility for its personnel, and will make all deductions for social security and withholding taxes, and contributions for employment compensation funds, and shall comply with all requirements of the Oklahoma Workers Compensation Act.

Both parties herein, shall be exclusively liable for loss resulting from its torts or the torts of its employees acting within the scope of their employment, the LESSOR subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51 OS 1990 Supp., Sec. 151-171# therefore, neither party shall be liable for the acts or omissions of the other party.

#### ARTICLE XXVIII

Force Majeure. Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other party for nonperformance or delay in performance of any of its obligations under this Agreement due to causes beyond its reasonable control, including, without limitation, strikes, lockouts, pandemics, labor troubles, acts of God, accidents, technical failure governmental restrictions, insurrections, riots, enemy act, war, civil commotion, fire, explosion, flood, windstorm, earthquake, natural disaster or other casualty ("**Force Majeure**"). Upon the occurrence of a Force Majeure condition, the affected Party shall immediately notify the other Party with as much detail as possible and shall promptly inform the other party of any further developments. Immediately after the Force Majeure event is removed or abates, the affected Party shall perform such obligations with all due speed. Neither party shall be deemed in default of this Agreement to the extent that a delay or other breach is due to or related to a Force Majeure event. A proportion of the rent, according to the extent that such Force Majeure event shall interfere with the full enjoyment and use of the Leased Premises, shall be suspended and abated from the date of commencement of such Force Majeure event until the date that such Force Majeure event subsides. If such Force Majeure event prevents the affected Party from performing its obligations under this Agreement, in whole or in part, for a period of sixty (60) or more days, then the other party may terminate this Agreement immediately upon Notice to the affected party.

Waiver. It is agreed that, except as expressly set forth in this Agreement, the rights and remedies herein provided in case of default or breach by either LESSOR or LESSEE are cumulative and shall not affect in any manner any other remedies that the non-breaching party may have by reason of such default or breach. The exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein.

Compliance with Law. Each party shall, with respect to its actions and/or inactions pursuant to and in connection with this Agreement, comply with all applicable statutes, laws, rules, ordinances, codes and governmental or quasi-governmental orders or regulations (in each case, whether federal, state, local or otherwise) and all amendments thereto, now enacted or hereafter promulgated and in force during the Term of this Agreement, a Renewal Term or any extension of either of the foregoing.

Counterparts. This Agreement may be executed in any number of identical counterparts and, as so executed, shall constitute one agreement, binding on all the parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart.

Attorneys' Fees. If an action is brought by either party for breach of any lease covenant and/or to enforce or interpret any provision of this Agreement, the prevailing Party may recover Court ordered reasonable costs, expenses and attorneys' fees, both at trial and on appeal, in addition to all other sums allowed by law.

*[Reminder of page intentionally left blank. Signature page follows.]*

Site Name: Brookhaven Water Tower  
Site ID: 5751 Brookhaven

Contract K- K-2122-110

IN WITNESS WHEREOF, the parties have approved this Agreement and authorized signatures below as of the dates there set out.

APPROVED by the NORMAN UTILITIES AUTHORITY, a Public Trust this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

LESSOR: NORMAN UTILITIES AUTHORITY, A PUBLIC TRUST

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

ATTEST: \_\_\_\_\_  
Brenda Hall, City Clerk

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

By: \_\_\_\_\_  
Kathryn Walker, City Attorney

LESSEE: DISH Wireless L.L.C.

By: \_\_\_\_\_  
Name: Dave Mayo  
Title: EVP

Site Name: Brookhaven Water Tower  
Site ID: 5751 Brookhaven

Contract K- K-2122-110

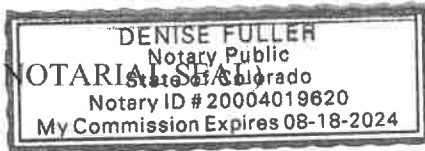
**LESSEE NOTARY BLOCK:**

STATE OF Colorado

COUNTY OF Arapahoe

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of Feb., 2022, by Dave Mayo, who is authorized to execute contracts on behalf of DISH Wireless L.L.C., who executed the foregoing instrument on behalf of DISH Wireless L.L.C.

(AFFIX



8.18.2024  
COMMISSION EXPIRES

A handwritten signature in blue ink, appearing to read "Denise Fuller", written over a horizontal line.

(OFFICIAL NOTARY SIGNATURE)

Denise Fuller  
PRINTED NAME OF NOTARY



Site Name: Brookhaven Water Tower  
Site ID: 5751 Brookhaven

Contract K-     K-2122-110    

Exhibit "A"

**Description of Property:**

Property located in Cleveland County, Oklahoma

The following described real property and premises situate in Cleveland County, State of Oklahoma, to-wit:

Part of the Southeast Quarter (SE 1/4) of Section Twenty-two (22), Township Nine (9) North, Range Three (3) West of the Indian Meridian more particularly described as follows:

Beginning at the Southwest corner of said Southeast Quarter, thence North 00°31'10" East a distance of 236.51 feet, thence East a distance of 220.41 feet, thence South a distance of 236.50 feet, thence West a distance of 222.55 feet to the point or place of beginning, containing 1.20 acres, more or less, and subject to a 33 foot statutory roadway right of way along the South property line.

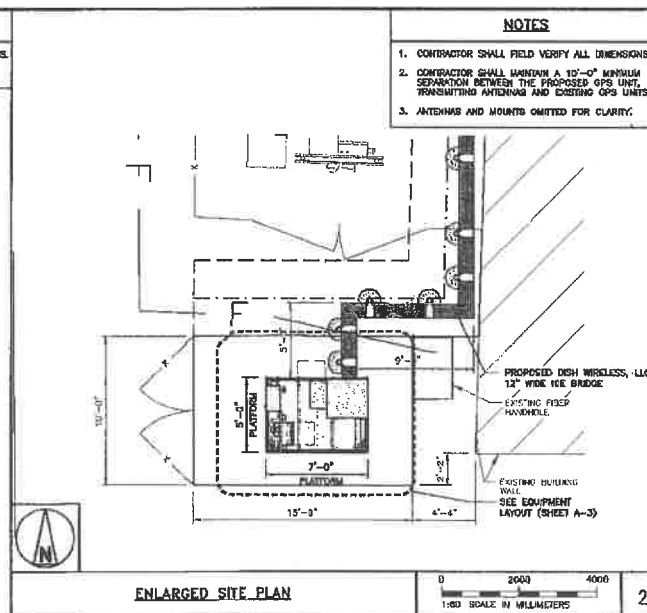
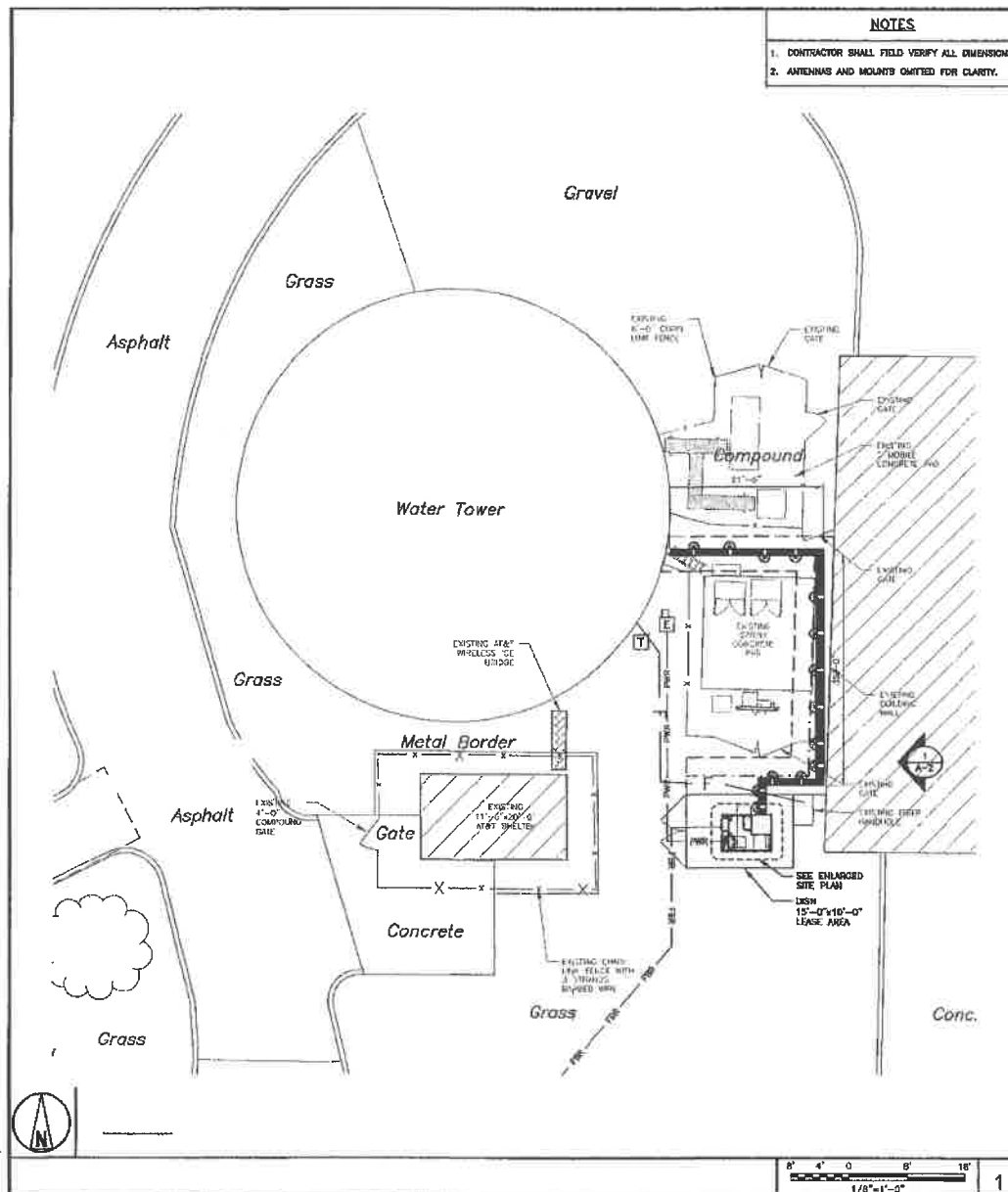
AND BEING the same property conveyed to City of Norman from Don Cies and Patricia O. Cies by Warranty Deed dated April 18, 1973 and recorded April 27, 1973 in Deed Book 430, Page 127.

Tax Parcel No. 23465

**Description of Premises:**

See attached drawings.

NOTE: LESSEE may be referred to in the attached as "DISH" or "DISH Wireless, LLC".



**dish**  
wireless

5701 SOUTH SANTA FE DRIVE  
LITTLETON, CO 80120

**Branch**  
COMMUNICATIONS

BRANCH COMMUNICATIONS, LLC  
7335 S LEWIS AVE STE 300  
TULSA, OKLAHOMA 74136  
(918) 949-4551

COA: 8525 EXP: 6/30/2022



PE # 27778 EXP. 12/31/2023

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE SUPERVISION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY: CHECKED BY: APPROVED BY:

SSC JWM

RDS REV # 2

### CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
A	08/11/2021	ISSUED FOR REVIEW
B	1/7/2022	ISSUED FOR REVIEW
C	1/13/2022	ISSUED FOR REVIEW
D	1/14/2022	ISSUED FOR CONSTRUCTION

AKR PROJECT NUMBER  
OKOKC000688

DISH WIRELESS, LLC  
PROJECT INFORMATION

OKOKC000688  
4151 W ROBINSON ST  
NORMAN, OK 73072

SHEET TITLE  
OVERALL AND ENLARGED  
SITE PLAN

SHEET NUMBER

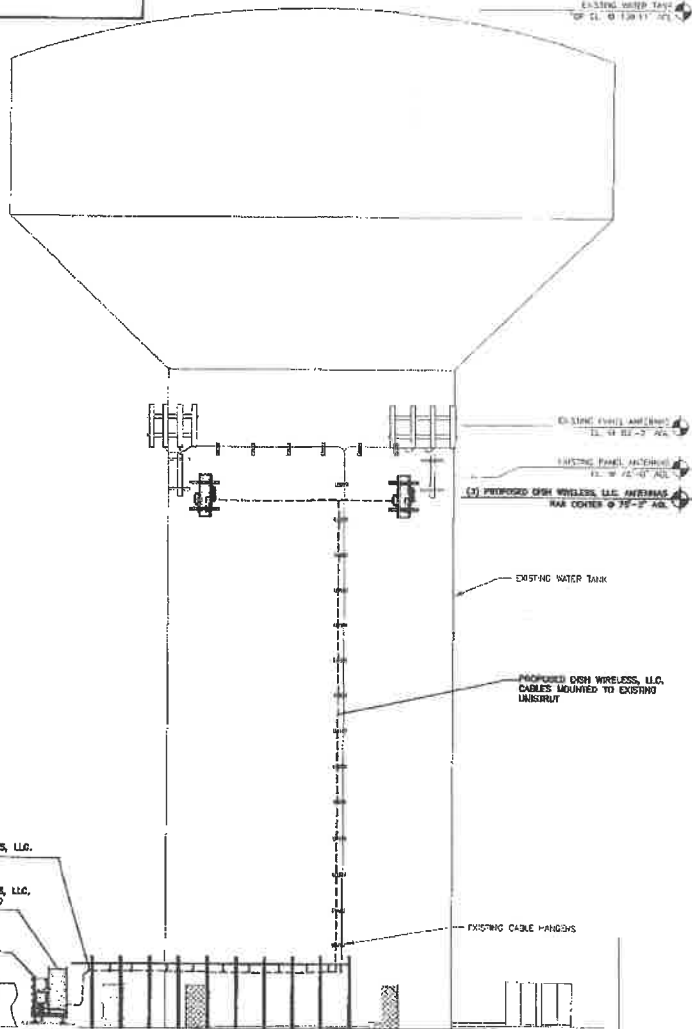
**A-1**

NOT USED

3

## NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. ANTENNA AND YAGI DISH SPECIFICATIONS REFER TO ANTENNA SCHEDULE AND TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS
3. EXISTING EQUIPMENT AND FENCE OMITTED FOR CLARITY.



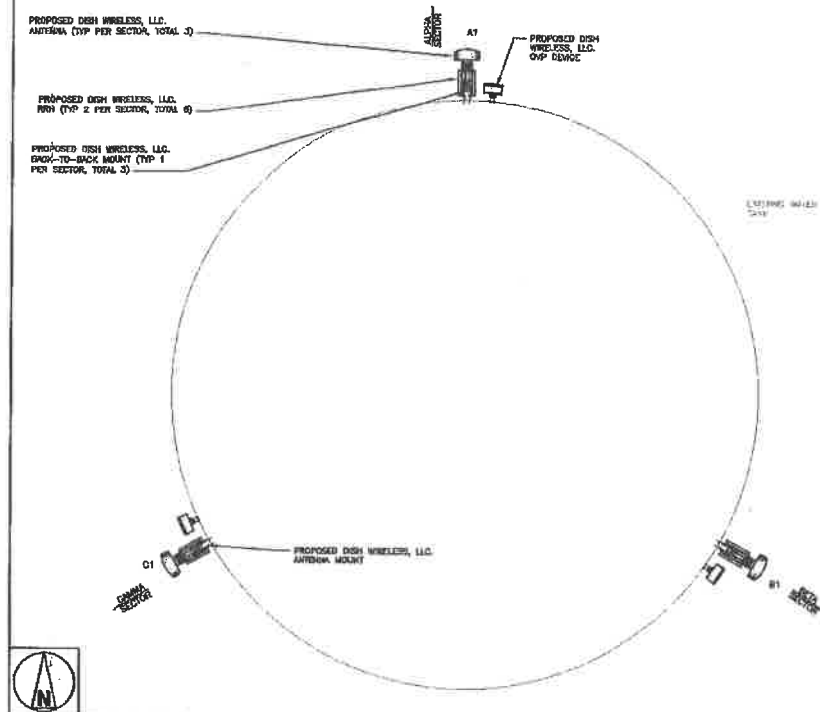
PROPOSED NORTH ELEVATION

1

PROPOSED DEH WIRELESS, LLC.  
ANTENNA (TYP PER SECTOR, TOTAL 3)

PROPOSED DISH WIRELESS, LLC  
 PPM (TYP 2 PER SECTOR, TOTAL 6)

PROPOSED DISH WIRELESS, LLC  
BACK-TO-BACK MOUNT (TYP 1  
PER SECTOR, TOTAL 3)



## ANTENNA LAYOUT

SECTOR	POSITION	EXISTING OR PROPOSED	ANTENNA					TRANSMISSION CAR.
			MANUFACTURER - MODEL NUMBER	TECHNOLOGY	SIZE (ftxw)	AZIMUTH	RAD CENTER	FEED LINE TYPE AND LENGTH
ALPHA	A1	PROPOSED	JWA - MODEFROBES	5G	72.0" x 20.0"	0°	75°-0"	(1) HIGH-CAPACITY HYBRID CABLE (154' LONG)
BETA	B1	PROPOSED	JWA - MODEFROBES	5G	72.0" x 20.0"	150°	70°-0"	
GAMMA	C1	PROPOSED	JWA - MODEFROBES	5G	72.0" x 20.0"	240°	75°-0"	

SECTOR	POSITION	RRN		
		MANUFACTURER NUMBER	MODEL	TECHNOLOGY
ALPHA	A1	FUJITSU - TA80325-8805	n71	n23
	A1	FUJITSU - TA80325-8804	n70	n28
BETA	B1	FUJITSU - TA80325-8805	n71	n23
	B1	FUJITSU - TA80325-8804	n70	n28
GAMMA	G1	FUJITSU - TA80325-8805	n71	n23
	G1	FUJITSU - TA80325-8804	n70	n28

## NOTES

1. CONTRACTOR TO REFER TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS.
2. ANTENNA AND RSH MODELS MAY CHANGE DUE TO EQUIPMENT AVAILABILITY. ALL EQUIPMENT CHANGES MUST BE APPROVED AND REMAIN IN COMPLIANCE WITH THE PROPOSED DESIGN AND STRUCTURAL ANALYSES.

### ANTENNA SCHEDULE

NO SCALE

2

**dish**  
wireless.

5701 SOUTH SANTA FE DRIVE  
LITTLETON, CO 80120



**Branch**  
COMMUNICATIONS

BRANCH COMMUNICATIONS, LLC  
7335 S LEWIS AVE STE 300  
TULSA, OKLAHOMA 7436  
(918) 949-4551

CCA 8525 EXP. 6/30/2022



PF # 27779 EXP. 12/31/2023

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UNLESS THEY ARE ACTING UNDER THE DIRECTION  
OF A LICENSED PROFESSIONAL ENGINEER,  
TO ALTER THIS DOCUMENT.

DRAWN BY:	CHECKED BY:	APPROVED BY:
SSC	JWM	

RFDS REV 4: 2

CONSTRUCTION  
DOCUMENTS

## SUBMITTALS

REV	DATE	DESCRIPTION
A	06/13/2021	ISSUED FOR REVIEW
B	1/7/2022	ISSUED FOR REVIEW
C	1/13/2022	ISSUED FOR REVIEW
D	1/14/2022	ISSUED FOR CONSTRUCTION

A&amp;E PROJECT NUMBER

0K0K00068B

DISH WIRELESS, LLC.  
PROJECT INFORMATION

OKOKC000688  
4151 W ROBINSON ST  
NORMAN, OK 73072

SHEET TITLE  
ELEVATION, ANTENNA  
LAYOUT AND SCHEDULE

SHEET NUMBER

**A-2**