

TOWER SITE LEASE AGREEMENT

THIS TOWER SITE LEASE AGREEMENT (this "Lease") is entered into this ____ day of _____, 2022 ("Execution Date") by and between the Town of Prosper, Texas, a Texas municipal corporation ("Landlord"), and T-Mobile West, LLC, a Delaware limited liability company ("Tenant").

1. Premises. Subject to the following terms and conditions, Landlord leases to Tenant a portion of the real property (the "Property") described in Exhibit A, attached hereto and incorporated by reference. Tenant's use of the Property shall be limited to that portion of the Property, together with temporary easements for access and utilities, described and depicted in the site plan attached hereto as Exhibit B and incorporated by reference (collectively referred to hereinafter as the "Premises"). The Premises, located at 1240 Frontier Pkwy, in the Town of Prosper, Collin County, Texas, are comprised of approximately 100 square feet.

2. Term. The initial term of this Lease shall be five (5) years, commencing on the date of the issuance of a building permit (the "Commencement Date") and terminating at Midnight on the last day of the sixtieth (60th) full month following the Commencement Date. This Lease will automatically renew for five (5) additional three (3) year Term(s) (the "Extension Term"), upon the same terms and conditions (except Rent, which shall be subject to Paragraph 6 of this Lease) unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Lease at least ninety (90) days prior to the expiration of the existing Term.

3. Permitted Use. The Premises may be used by Tenant only for permitted uses, which are (i) the transmission and reception of communications signals; (ii) the construction, alteration, maintenance, repair, replacement and relocation of related facilities, antennas and equipment as defined in Paragraph 7; and (iii) activities related to any of the foregoing. Tenant shall obtain (prior to or after the Commencement Date), at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises from all applicable government and/or regulatory entities (the "Governmental Approvals"). Upon execution of the Lease, Landlord shall cooperate with Tenant's due diligence activities, which shall include, but not be limited to, access to the Property for inspections, testing, and permitting related to the permitted uses.

4. Rent. Within thirty (30) days of the Commencement Date, Tenant shall pay Landlord, as rent, the sum of one thousand five hundred dollars (\$1,500.00) per month ("Rent"). Rent thereafter shall be payable on the first day of each month, in advance, to the Town of Prosper, at Landlord's address specified in Paragraph 14, below. If the Commencement Date should be other than the first day of a calendar month, Rent shall be prorated to the end of that calendar month. If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason other than a default by Tenant.

5. Holdover Rent. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal without a written agreement, such tenancy

shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease, except as to Rent, which shall be fifteen percent (15%) over the most recent Term's monthly Rent.

6. Extended Term Rent. Upon the extension of this Lease as provided for in Section 2, Rent shall increase by fifteen percent (15%) over the most recent Term's monthly Rent for each and every Extended Term.

7. Interference.

(A) Tenant shall not use the Premises in any way that interferes with the use of the Property by Landlord, or tenants or licensees of Landlord, with rights to the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including non-interference). Such interference shall be deemed by Landlord a material breach and, upon notice to Tenant, may terminate said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, Landlord shall have the right, in addition to any rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately. Landlord makes no warranty or representation, express or implied, that the airspace used by Tenant will be free of electronic or other interference.

(B) Landlord shall not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to **use**, any portion of the Property in any way that interferes with the operations of Tenant or the rights of Tenant under this Lease, provided none of the users have any right to the Property upon the Commencement Date of this Lease. Landlord shall endeavor to promptly cause any such interference to cease after receipt of notice of interference from Tenant. In the event any such interference to Tenant's operations does not cease within the Cure Period, as defined in Paragraph 9, then the parties acknowledge that Tenant will have the option to terminate this Lease immediately.

8. Improvements; Utilities; Access.

(A) Tenant shall have the right, at its expense, to erect and maintain on the Premises the following improvements, personal property and facilities at no additional rent cost: An easement for buried cables, 6 antennas, 12 RRU's, and 3 COVP's on the tower at eighty six foot (86') and ninety six foot (96') RAD centers, related equipment, cables, accessories, improvements, equipment shelters or cabinets, fencing and any other items necessary to the successful and secure use of the Premises (collectively the "Communication Facilities"). Landlord shall approve the location of such all improvements including the Communication Facilities. Landlord hereby approves the equipment and location shown on Exhibit B. Tenant shall submit the construction plans and specifications for the Communication Facilities to Landlord for Landlord's approval, which approval shall not be unreasonably withheld or delayed; however, if Landlord has not responded to Tenant within fourteen (14) days of receipt of such plans and specifications, the plans and specifications shall be deemed disapproved by Landlord. With the prior written consent of Landlord, Tenant shall have the right to replace or

upgrade the Communication Facilities at any time during the term of this Lease, subject to the prior written approval of Landlord. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Communication Facilities shall remain the exclusive property of Tenant. Tenant shall have the right to remove the Communication Facilities upon the termination of this Lease; provided, however, that Tenant shall return the Premises to Landlord in the same condition as of the date of this Lease, reasonable wear and tear excepted.

(B) Tenant shall, at Tenant's expense maintain the leased area which includes Tenant's easements, shelter or platform and ground or tower mounted improvements in good condition and repair. Tenant will also perform all landscape maintenance including planting of trees and shrubs as required by the building code or by Town ordinance or permitting, as it relates to screening for the Tenant's Premises. Upon termination of this Lease, the Premises shall be returned to Landlord in the same condition as of the date of this Lease, reasonable wear and tear and casualty excepted.

(C) Tenant shall pay any utility charges due to Tenant's use of the Premises. Tenant shall not use utilities installed by or for Landlord. Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Premises (including, but not limited to the installation of emergency power generators). Upon termination of this Lease, Tenant shall remove all utilities installed for Tenant.

(D) As partial consideration for rent paid under this Lease, Landlord hereby grants Tenant a temporary easement ("Easement") for ingress, egress, utilities, telecommunications services and access (including access as described in Paragraph 1) to the Premises adequate to service the Premises and the Communication Facilities at all times during the term of this Lease. Upon notice, Landlord shall have the right, at Landlord's sole expense, to relocate the Easement to Tenant, provided such new location shall not materially interfere with Tenant's operations. Any Easement provided hereunder shall terminate upon the termination of this Lease.

(E) Tenant and Landlord shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the term of this Lease. Tenant agrees to notify Landlord at phone number 972-569-1056 and email fjaromin@prospertx.gov at least 24 hours in advance prior to entering the Communications Facilities for any reason, except in cases of emergency.

(F) Landlord reserves the right, at any time, to perform any type of maintenance and/or repair on the Property; provided however, except in emergency situations, if any maintenance and/or repair work will substantially affect Tenant's permitted uses of the Premises, Landlord will use its best efforts to provide Tenant with at least thirty (30) days' prior written notice of the intended repair and/or maintenance work, along with a schedule showing dates and duration of such repair and/or maintenance work. Landlord shall also provide Tenant with the opportunity, at Tenant's cost and expense, to temporarily relocate and continue to operate its antennas, or otherwise to secure the antennas or the Communication Facilities generally, to protect them from damage. Tenant shall be permitted to install temporary facilities necessary to

keep its Communication Facilities operational, subject to Landlord's prior written consent, which consent shall not be unreasonably withheld. Further, any maintenance will be conducted by Landlord as diligently and expeditiously as possible. If any temporary facilities are installed as a result of this paragraph, Tenant shall remove said temporary facilities immediately upon Landlord's completion of any maintenance and/or repair work.

9. Termination. If either party breaches any provision of this Agreement, the non-breaching party shall give the other party written notice of the breach. If the breaching party has not cured the breach within thirty (30) days of such notice ("Cure Period"), except as otherwise provided herein, this Lease may be terminated by the non-breaching party, without any penalty or further liability of the non-breaching party, as follows:

- (A) Failing to pay Rent when due.
- (B) Failing to pay taxes, assessments, insurance payments or other charges required to be paid by Tenant under this Lease.
- (C) Failing to use, maintain and operate the Premises as required by this Lease.
- (D) Assigning or subletting the Premises without the prior written consent of Landlord, except as permitted by Paragraph 17.
- (E) Committing waste on the Premises.
- (F) Maintaining, committing or permitting the maintenance or commission of a nuisance on the Premises.
- (G) Denying Landlord access to the Premises.
- (H) Using the Premises for any unlawful purpose, whether the purpose is in addition to or in lieu of, the uses specifically permitted by this Lease.
- (I) Failing to comply with the terms and conditions of this Lease within the Cure Period.

Tenant may terminate at the time the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking.

Tenant may terminate this Lease at any time with ninety (90) days' notice to Landlord and payment of six (6) months' rent as an early termination fee.

10. Effect of Termination. No termination of this Lease caused by a breach of the lease shall relieve the party in default from paying any sum or sums then due and payable under this Lease, or either party from any claims for damages accruing under this Lease. No termination will prevent either party enforcing payment of the sum or sums or claims for damages by any remedy provided by law. The rights and remedies under this Lease are cumulative and non-exclusive, and the parties may pursue any of those rights and remedies or any other remedies provided by Texas law.

11. Waiver. No waiver by either party of a breach of any provision of this Lease may be deemed or alleged to be a continuing waiver or a waiver of any other breach, whether the same or of any other covenant, condition or restriction of this Lease.

12. Insurance. Tenant, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance (covering bodily injury, including death, and property damage) in the amount of Two Million Dollars (\$2,000,000.00) including Landlord as an additional insured, with one (1) or more insurance companies authorized to transact business in Texas. Tenant shall provide Landlord with a certificate of insurance indicating such coverage prior to beginning any activities under this Lease. The certificate shall include assurance that Landlord shall be notified in writing by the insurance company of any cancellation not less than thirty (30) days prior to the effective date of such cancellation. All insurance shall be with companies with a "Best's" Insurance Rating of A- VII or Better.

13. Hold Harmless/Release.

(A) Tenant shall defend, indemnify and hold harmless Landlord and its Town Council members, officers, agents, representatives and employees from any and all claims, demands, liabilities and expenses (including reasonable attorney's fees and costs of defense) arising from the conduct or management of Tenant's business on the Premises or from its use of the Premises; or from any act or negligence of Tenant, its agents, contractors, employees, subtenants or licensees in or about the Premises. If any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon notice from landlord, will defend the action or proceeding by counsel acceptable to Landlord.

(B) Tenant hereby further releases, waives, discharges, holds harmless, indemnifies and agrees not to sue Landlord, its Town Council members, officers, agents, employees, and representatives (hereinafter referred to as the "Releases"), for any and all rights and claims, including, reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by Tenant or its employees, agents, contractors, licensees, tenants and/or subtenants, or a breach of any obligation of Tenant under this Lease. Landlord shall endeavor to provide prompt written notice to Tenant of any event giving rise to an obligation to indemnify Landlord. The release and waiver shall be binding on Tenant, its officers, directors, agents, employees, representatives, servants and assigns.

14. Notices. Unless otherwise provided, all notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following:

If to Landlord : Town Manager
 P.O. Box 307
 Prosper, Texas 75078

If to Tenant: T-Mobile West, LLC
 12920 SE 38th Street
 Bellevue, WA 98006

15. Title and Authority. Landlord covenants and warrants to Tenant that Landlord has the full right, power and authority to execute this Lease; it has good and unencumbered title to the Premises free and clear of any liens or mortgages, except those disclosed to Tenant. Landlord covenants that Tenant may quietly enjoy the premises.

16. Environmental Laws. Landlord and Tenant each represent, warrant and covenant that it will conduct its activities on the Property in compliance with all applicable state and/or federal environmental laws. Landlord and Tenant shall each be responsible for its own environmental liabilities that relate to or arise from its respective activities on the Property to the extent required by law.

17. Assignment and Subleasing. Tenant may assign or sublease this Lease, in whole or in part, without Landlord's consent, to the Tenant's principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all or substantially all of the Tenant's assets in the market defined by the Federal Communications Commission (FCC) in which the Property is located by reason of a merger, acquisition, or other business reorganization. Tenant may not otherwise assign or sublease this Lease without the prior written approval of Landlord. Additionally, Tenant may, with the prior written consent of Landlord, mortgage or grant a security interest in this Lease and the Communication Facilities.

18. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

19. Miscellaneous Provisions.

(A) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind that are not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(B) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker and shall hold the other party harmless from any claims for commission by such broker.

(C) This Lease shall be construed in accordance with the laws of the State of Texas. Exclusive venue shall be in Collin County, Texas.

(D) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect,

(E) This Lease may be executed in any number of counterparts and all such counterparts shall be deemed to constitute a single lease, and the execution of one (1) counterpart by any Landlord shall have the same force and effect as if he had signed all the other counterparts.

(F) Notwithstanding anything herein to the contrary, neither Landlord nor Tenant shall be liable for the failure to perform its respective duties under this Lease if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, accident, act of God, or other similar or different contingency beyond the reasonable control of Landlord or Tenant.

(G) The parties agree that Landlord has not waived its sovereign immunity by entering into and performing its obligations under this Lease.

(H) Tenant will maintain its equipment in compliance with FCC guidelines. Tenant shall post legally required signs as required and in accordance with the Town of Prosper's Code of Ordinances, as it exists or may be amended, for the purpose of complying with FCC guidelines.

(I) After five (5) years, Tenant may terminate this Lease upon ninety (90) days' written notice to Landlord.

(J) Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.

(K) The Parties agree that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with their specified terms or were otherwise breached. Therefore, the parties agree the Parties shall be entitled to injunctive relief to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions of the Agreement this being in addition to any other remedy to which the Parties are entitled at law or in equity.

(L) Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

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

LANDLORD:

TOWN OF PROSPER, TEXAS

By: _____
Ron K.Patterson, Interim Town Manager
Town of Prosper

STATE OF TEXAS §

§

COUNTY OF COLLIN §

 This instrument was acknowledged before me on the ____ day of _____, 2022, by David F. Bristol, Mayor of the Town of Prosper, Texas, on behalf of the Town of Prosper.

Notary Public, State of Texas

TENANT:

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

 This instrument was acknowledged before me on the ____ day of
_____, 2022, by _____ on behalf of T-Mobile West in the capacity
herein stated.

Notary Public, State of Texas

EXHIBIT A

Legal Description of the Property

Lots 1R & 2, Block A Prosper Sports Complex

Situated in the Collin County Land Survey Abstract No. 147 Prosper, Collin County,
Texas

Recorded Instrument Nos. 2012092001002320 and 2019070801002870

EXHIBIT B

Site Plan of the Property

Next 3 Pages

T-Mobile

DUKE BRIDGES CAMPUS
7688 WARREN PARKWAY
FRISCO, TX 75034
OFFICE: (972) 464-3510

ACGI NO: 21-5315

DRAWN BY: CG/MM/JS

CHECKED BY: SY

01/14/21 ZONING DRAWINGS

11/3/22 REVISION

21/3/22 REVISION



9221 Lyndon B Johnson Frey
Suite 204, Dallas, TX 75243
Phone: 972-231-8863
Fax: 866-364-8375
www.allprocg.com
registration no. 8242



03/23/22

T-MOBILE SITE
DA03931D
PISD SPORT
COMPLEX
ZONING DRAWINGS

1240 FRONTIER PKWY
PROSPER, TX 75078
COLLIN COUNTY

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
C-1

CMU WALL/FOUNDATION
DESIGN BY OTHERS

ALL INSTALLATIONS SHOULD BE IN COMPLIANCE WITH
ANSI/ASSE A10.48 AND ANY OTHER SAFETY
STANDARDS

NOTE: POWER & FIBER/TELCO SOURCES AND
ROUTING TO BE FIELD VERIFIED

SITE LAYOUT IS BASED ON SITE WALK BY ALLPRO
CONSULTING GROUP, INC. ACG#21-0857,
DATED 03/23/2021.

DUE DILIGENCE SHALL BE DONE BY OTHERS BEFORE THE
SITE IS BUILT AS SHOWN. IN CASE OF ANY CONFLICTS DUE
TO PROPERTY LINES, OR EXISTING EASEMENTS, OR DUE TO
LANDLORD PREFERENCE FOR A DIFFERENT DESIGN, PLEASE
CONTACT ALLPRO CONSULTING GROUP, INC FOR A
REDESIGN BEFORE SITE IS BUILT.

PROPOSED BURIED OR OVERHEAD UTILITIES MUST BE CONTAINED
WITHIN A DEDICATED UTILITY EASEMENT AS SHOWN ON THE SURVEY BY
SURVEY BY WEBB SURVEYING, KRW JOB NO. 221-018, DATED: 06/08/21
ALL EXISTING AND NEW UTILITY EASEMENTS MUST BE
VERIFIED PRIOR TO CONSTRUCTION. NO DIGGING OR TRENCHING SHALL BE ALLOWED
WITHOUT PRIOR VERIFICATION OF EXISTING BURIED UTILITIES.

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS WITHIN ZONE
"X". AREAS OUTSIDE OF A 100 YR. FLOOD PLAIN AS SHOWN
BY FIRM MAP COMMUNITY-PANEL NUMBER 48085C0120J,
DATED 06/02/2009. NO SURVEYING WAS DONE TO DETERMINE
THIS FLOOD ZONE, IF A PROFESSIONAL CONSULTANT HAS
FINDING OF FLOODING/WETLANDS CONTACT ALLPRO CONSULTING
GROUP INC. FOR A RE-DESIGN.

PROPOSED ANTENNA PLACEMENT LOCATION TO BE FIELD VERIFIED BY
GENERAL CONTRACTOR PRIOR TO CONSTRUCTION. TO AVOID ANY
INTERFERENCE OR SHADOWING OF ANTENNAS. IF INTERFERENCE OR
SHADOWING OF ANTENNAS IS DISCOVERED DURING FIELD VERIFICATION,
PLEASE CONTACT ALLPRO CONSULTING GROUP INC. FOR DESIGN
REVISION PRIOR TO ANY ANTENNA INSTALLATION.

LEGEND

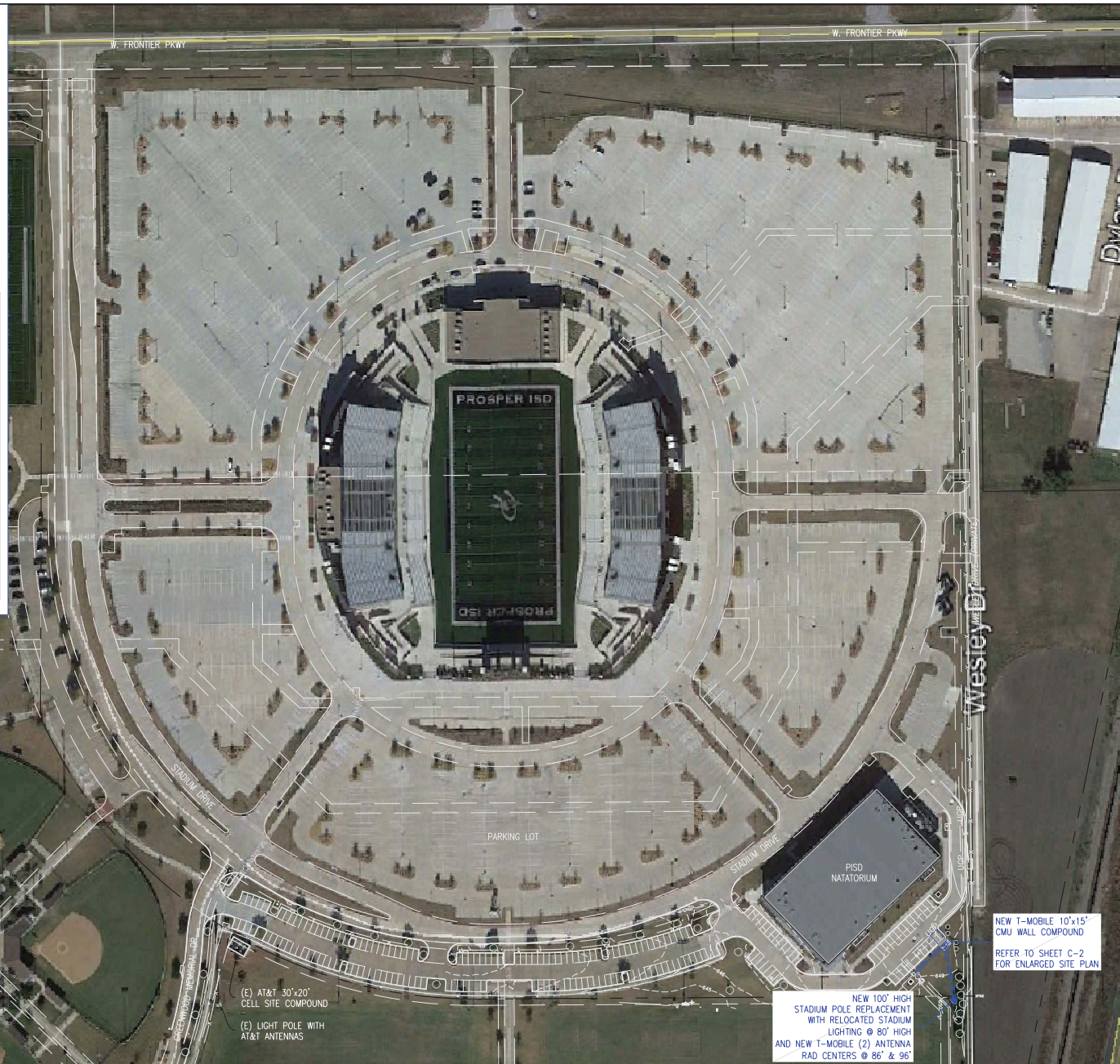
- PP - POWER POLE
- TPED - TELEPHONE RISER
- WV - WATER VALVE
- FH - FIRE HYDRANT
- TOWER CENTROID
- LP - LIGHT POLE
- EM - ELECTRIC METER
- GM - GAS METER
- IRS - IRON ROD SET
- IRF - IRON ROD FOUND
- TBM - BENCH MARK
- BUILDING LINES
- FENCE LINE
- POWER LINE



FOR 24" X 36" PLOT - 1" = 80'
FOR 11" X 17" PLOT - 1" = 160'

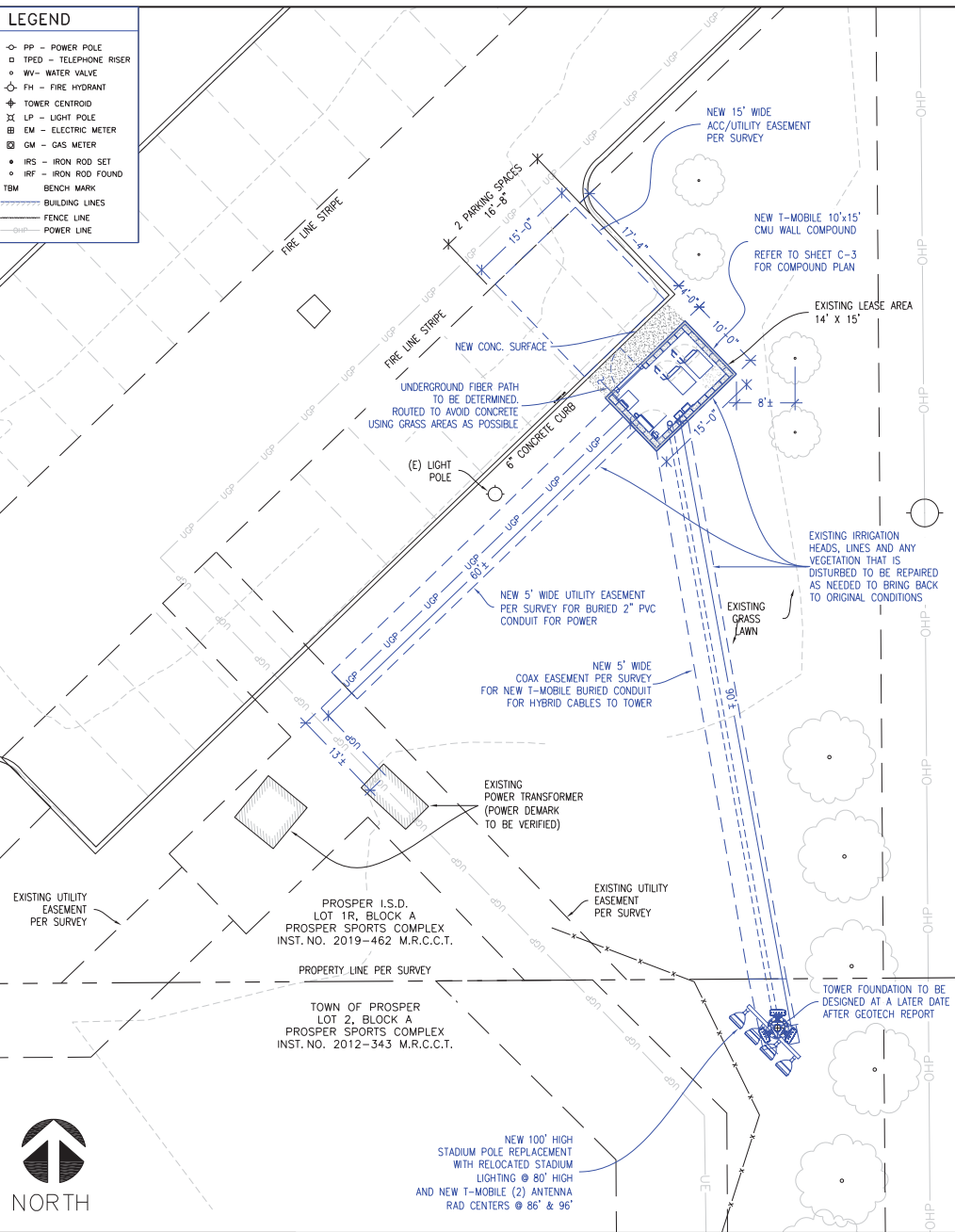
0 40' 80' 160'

OVERALL SITE PLAN



LEGEND

- PP - POWER POLE
- TPED - TELEPHONE RISER
- WV - WATER VALVE
- FH - FIRE HYDRANT
- TOWER CENTROID
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- TBM - BENCH MARK
- BUILDING LINES
- FENCE LINE
- POWER LINE



FOR 24" X 36" PLOT - 1/8" = 1' 0" 2' 4' 8' 16"
 FOR 11" X 17" PLOT - 1/16" = 1'

ENLARGED SITE PLAN

STRUCTURAL ANALYSIS IS BY OTHERS. NO NEW ANTENNAS OR EQUIPMENT SHALL BE INSTALLED WITHOUT THE APPROVAL OF A STRUCTURAL ENGINEER.

PROPOSED ANTENNA PLACEMENT LOCATION TO BE FIELD VERIFIED BY GENERAL CONTRACTOR PRIOR TO CONSTRUCTION. TO AVOID ANY INTERFERENCE OR SHADOWING OF ANTENNAS. IF INTERFERENCE OR SHADOWING OF ANTENNAS IS DISCOVERED DURING FIELD VERIFICATION, PLEASE CONTACT ALLPRO CONSULTING GROUP INC. FOR DESIGN REVISION PRIOR TO ANY ANTENNA INSTALLATION.

NOTE: MOUNT ANALYSIS BY OTHERS

ALL INSTALLATIONS SHOULD BE IN COMPLIANCE WITH ANSI/ASSE A10.48 AND ANY OTHER SAFETY STANDARDS

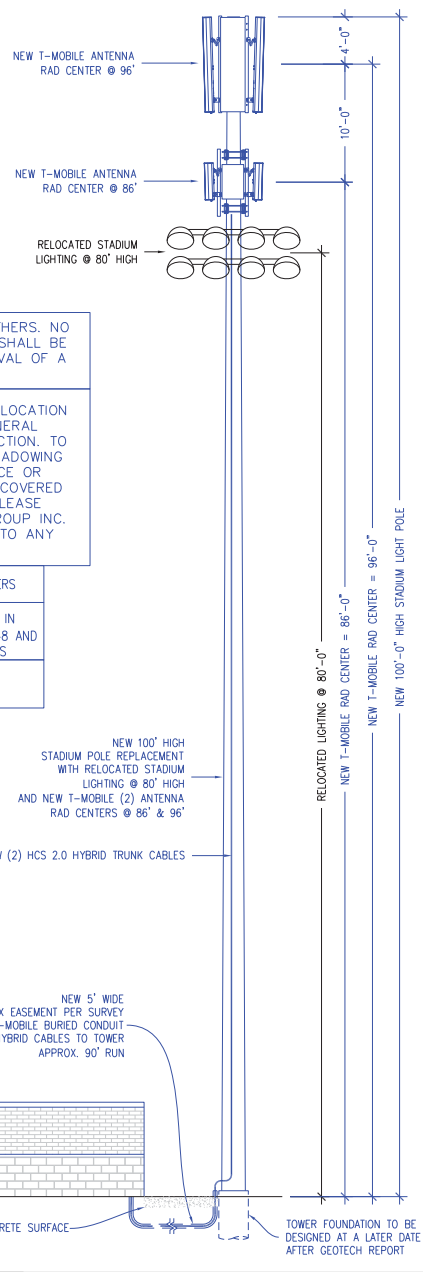
CMU WALL/FOUNDATION DESIGN BY OTHERS

NEW T-MOBILE 10'x15'x8' HIGH CMU WALL COMPOUND WITHIN 14' X 15' LEASE AREA FOR OUTDOOR EQUIPMENT ON CONCRETE SLAB ON GRADE WITH BRICK AND STONE VENEER TO MATCH EXISTING FACILITY

NEW 5' WIDE COAX EASEMENT PER SURVEY FOR NEW T-MOBILE BURIED CONDUIT FOR HYBRID CABLES TO TOWER APPROX. 90° RUN

FOR 24" X 36" PLOT - 3/16" = 1' 0" 2' 4' 8"
 FOR 11" X 17" PLOT - 3/32" = 1'

ELEVATION



T-Mobile
 DUKE BRIDGES CAMPUS
 7688 WARREN PARKWAY
 FRISCO, TX 75034
 OFFICE: (972) 464-5310

ACGI NO: 21-5315

DRAWN BY: CG/MM/J/S

CHECKED BY: SY

01/14/21 ZONING DRAWINGS
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 www.allproci.com
 registration no. 8242



T-MOBILE SITE
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1240 FRONTIER PKWY
 PROSPER, TX 75078
 COLLIN COUNTY

SHEET TITLE
 ENLARGED SITE PLAN
 & ELEVATION

SHEET NUMBER
C-2

