

**SMALL CELL LEASE AGREEMENT**

This Small Cell Lease Agreement (“Agreement”) is made and entered into as of the Effective Date by and between Lessor and Lessee.

**SUMMARY OF BUSINESS TERMS**

<b>Lessor</b>	City of Mansfield Texas, a Texas municipal corporation
<b>Lessee</b>	New Cingular Wireless PCS, LLC, a Delaware limited liability company
<b>Effective Date</b>	The latest signature date below
<b>Initial Term</b>	Ten (10) years
<b>Extension Terms</b>	Four (4) automatic extensions of five (5) years each
<b>Rent</b>	Seven Hundred Fifty and No/100 Dollars (\$750.00) per month, commencing on the Initial Term commencement date There shall be a one-time consideration in the amount of Five Thousand and No/100 Dollars (\$5,000.00) to be paid within ninety (90) days of the Effective Date.
<b>Rent Increase</b>	Upon the commencement of each Extension Term, the monthly Rent will increase by Ten percent (10%) over the Rent paid during the previous term.
<b>Attachment(s)</b>	<u>Exhibit 1</u> : Description of Leased Site; City Addendum
<b>Lessor Notice Address</b>	City of Mansfield Texas: Attention: Matt Young, Director of Community Services 1164 Matlock Road, Mansfield Texas 76063 With a copy to: City of Mansfield Texas 1200 East Broad Street Mansfield, Texas 76063
<b>Lessee Notice Address</b>	New Cingular Wireless PCS, LLC, Attn: TAG-LA; Re: FA#: 14941946, Site ID:MNSF2 AP13 (TX), 1025 Lenox Park Blvd. NE, 3 <sup>rd</sup> Floor, Atlanta, GA 30319 <b>With a copy to the AT&amp;T Legal Department:</b> New Cingular Wireless PCS, LLC, Attn: AT&T Legal Dept. - Network Operations, Re: FA#: 14941946, Site ID: MNSF2 AP13 (TX), 208 S. Akard Street, Dallas, TX 75202-4206

**1. GRANT OF LEASE.** Lessor hereby grants Lessee a lease of a certain portion of Lessor’s property shown on Exhibit 1 (“Leased Site”) to construct, operate, maintain, and repair (including replacement and/or upgrade) of a single monopole antenna structure and related commercial communications service facility for the transmission and reception of communications signals (“Equipment”) (“Leased Site”). The Equipment shown on Exhibit 1, if any, describes the initial installation only and does not limit Lessee’s right to modify the Equipment as set forth herein. The Leased Site also includes both a non-exclusive ingress/egress license and a common, non-exclusive utility license to/from the monopole antenna structure to a public street as shown on Exhibit 1. Lessee and its agents shall have pedestrian and vehicular access twenty-four (24) hours per day, seven (7) days per week over Landlord’s property from the public right of way to the Leased Site.

**2. TERM.** This Agreement shall commence as of the Effective Date, and, if not lawfully terminated sooner, remain in full force and effect for the Initial Term. The Agreement will automatically extend for the Extension

Terms unless Lessee provides Lessor written notice of termination at least ninety (90) days prior to the expiration of the Initial Term or the then applicable Renewal Term, as the case may be.

**3. RENT, BILLING AND PAYMENT.** Rent will commence on the date Lessee starts construction of the Equipment on the Leased Site, and Lessee shall make the first payment of the Rent within ninety (90) days after the parties acknowledge in writing the Rent commencement date. Rent shall be paid annually on or before the anniversary of the Rent commencement date. Rent is for the use of the Leased Site, including the portion of the property, structures, utility infrastructure and utility service described on Exhibit 1. Rent increases by the Rent Increase percentage described above.

**4. LESSEE OBLIGATIONS.** At its own expense, Lessee shall erect, install, repair and maintain its Equipment in safe condition and good repair in accordance with the requirements and specifications of all applicable laws, rules and regulations in effect on the

Effective Date. Lessee shall ensure that its employees and agents which perform work in furtherance of this Agreement are adequately trained and skilled to perform the work as required by this Agreement. Lessee will operate its Equipment in compliance with all FCC regulations regarding radio frequency interference with the radio signal transmissions of Lessor and other third parties in or upon the Leased Site, which transmissions are operated in compliance with all applicable laws, rules and regulations.

**5. LESSOR OPERATIONS.** Emergency communications notwithstanding, Lessor will not, nor will Lessor permit its employees, tenants, licensees, invitees or agents to cause physical or radio frequency interference with Lessee's existing Equipment or Lessee's ability to comply with the terms and conditions of this Agreement. If Lessee reasonably determines that such interference is occurring, Lessor will meet and confer with Lessee within five (5) days of Lessor's receipt of notice of interference from Lessee, will diligently work in good faith with Lessee to determine the cause of the interference, and will develop workable solutions to resolve the interference in a mutually acceptable manner. Lessor will not grant after the date of this Agreement a lease or any right to any third party if such third party's use may cause physical or radio frequency interference with Lessee's Equipment, Lessee's use of the Leased Site, or Lessee's ability to comply with the terms and conditions of this Agreement.

**6. INSURANCE.** Lessee shall at its sole expense maintain the following insurance coverage and limits during the Term of this Agreement. Workers' Compensation and Employer's Liability insurance, as required by statute, with Employer's Liability limits of \$500,000 each accident, \$500,000 by disease policy limits, and \$500,000 by disease each employee. Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 or equivalent, with limits of \$2,000,000 General Aggregate, \$1,000,000 Each Occurrence, \$1,000,000 Each Occurrence - Personal Injury and Advertising Injury, and \$2,000,000 Products/Completed Operations Aggregate. Business Automobile Liability insurance of \$1,000,000 Combined Single Limit for each Accident for Bodily Injury and Property Damage, extending to all company owned, leased, and non-owned vehicles. Lessee may meet the required insurance coverage and limits with any combination of primary and umbrella/excess liability insurance. Lessee shall provide at least thirty (30) days advance written notice of cancellation or non-renewal of any required insurance that is not replaced. ~~Notwithstanding the foregoing, Lessee may self insure the required insurance under the same terms and conditions as outlined above.~~

**7. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE

**FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY THE OTHER PARTY OR BY ANY CUSTOMER OR ANY PURCHASER OF SUCH OTHER PARTY OR ANY OTHER PERSON, FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, EXCEPT THAT THE EXPRESS INDEMNIFICATION OBLIGATIONS MADE BY THE PARTIES IN SECTION 8 OF THIS AGREEMENT SHALL STILL APPLY.**

~~**8. INDEMNIFICATION.** To the extent permitted by applicable laws, each party shall indemnify and defend the other from and against any and all liabilities, damages or claims for damage, including but not limited to all actual and reasonable costs, attorneys' fees, and other charges and expenditures that the indemnified party may incur, asserted by third parties against the indemnified party by reason of the indemnifying party's negligence, willful misconduct or breach of the terms of this Agreement, including acts or omissions by the indemnifying party's agents, contractors, or subcontractors, except to the extent that such liabilities, damages or claims are a result of the negligence or willful misconduct of the indemnified party or by the indemnified party's agents, contractors, or subcontractors.~~

**9. DEFAULT AND REMEDIES.** It shall be a default under this Agreement if a party fails to perform any material term or condition of this Agreement where such failure continues for a period of more than sixty (60) days after receipt of written notice from the other party of a detailed description of such failure to perform. Notwithstanding the foregoing, no default will be deemed to exist if a party has commenced to cure the alleged failure to perform within such sixty (60) day period, and thereafter such efforts are prosecuted to completion with reasonable diligence. Delay in curing an alleged failure to perform will be excused if due to causes beyond the reasonable control of the party against whom the failure to perform has been alleged. If a party does not cure its default as allowed herein, the party not in default may thereafter elect to pursue any rights or remedies available at law or in equity.

**10. VOLUNTARY TERMINATION.** Lessee may terminate this Agreement for any reason or no reason without further liability to Lessor at any time prior to the commencement of construction of the Equipment on the Leased Site. Lessee may terminate this Agreement after the Rent commencement date for any reason or no reason effective upon the later of (i) thirty (30) days' following written notice to Lessor and (ii) the date of removal of the Equipment.

**11. CASUALTY.** In the event of damage to Leased Site that is reasonably expected to disrupt Lessee's operations for more than forty-five (45) days, Lessee,

subject to Lessor's approval which may not be unreasonably withheld, may place a temporary facility, if feasible, at a location equivalent to Lessee's current use of the Leased Site until such time as the Leased Site is restored and the Equipment is returned to full operation. If the parties agree to a permanently relocated Leased Site to be shown on an amendment to this Agreement, Lessee may permanently relocate the Leased Site to the new location and the terms and conditions of this Agreement will continue to apply to the relocated Leased Site.

## **12. MISCELLANEOUS.**

12.1. Notices. All notices, requests and demands hereunder will be given by first class certified mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the Lessor Notice Address and Lessee Notice Address above, as appropriate. Any party may change its address or other contact information by giving written notice of such change to the other. The contact telephone numbers for day to day operations are: Lessor: 817-728-3397, Lessee: 1-800-638-2822.

12.2. Memorandum of Lease. The parties agree to execute, acknowledge and deliver to the other a recordable Memorandum of Lease for this Agreement within fifteen (15) business days after receipt of an accurate and recordable Memorandum of Lease.

### **12.3. Exhibits/City Addendum.**

(a) In the event of any inconsistency between the provisions of this Agreement and any Exhibits attached hereto, the provisions of this Agreement shall supersede the provisions of any such incorporated Exhibits unless such Exhibit specifies otherwise.

(b) In the event of any inconsistency between the provisions of this Agreement and the City Addendum attached hereto, the provisions of the City Addendum shall supersede the provisions of this Agreement unless the City Addendum specifies otherwise.

12.4. Survival. The terms and conditions of this Agreement that by their nature require performance by either party after the termination or expiration of this Agreement shall be and remain enforceable notwithstanding such termination or expiration of this Agreement for any reason whatsoever.

12.5. Entire Agreement; Amendments. This Agreement (including the Exhibits and City's Addendum hereto) embodies the entire agreement between Lessor and Lessee with respect to the subject matter of this

Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, with respect thereto. Each party acknowledges that the other party has not made any representations other than those contained herein. This Agreement may not be amended or modified orally, but only by an agreement in writing signed by the Parties.

~~12.6. Dispute Resolution. The parties will attempt in good faith to resolve any dispute under this Agreement through face to face negotiations before resorting to other available remedies. If the matter has not been resolved within thirty (30) days of the first face to face negotiation session, the parties agree that the dispute (other than a request injunctive relief) will be resolved through final and binding arbitration, which shall be the exclusive remedy. The arbitration shall be conducted in accordance with the Rules and Procedures of the American Arbitration Association (if the parties have not agreed to use a different arbitration process), and shall be conducted by an arbitrator mutually agreed upon by the parties. The arbitration shall be held in the state where the Leased Site is situated. The arbitration award shall be supported by law and substantial evidence and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Nothing in this paragraph, however, shall preclude the parties from seeking injunctive relief at any time before any court, tribunal or regulatory agency having jurisdiction.~~

### **12.7. WAIVER OF JURY TRIAL. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL ON DISPUTES ARISING FROM THIS AGREEMENT.**

12.8. Waiver; Severability. No provision of this Agreement may be waived except in a writing signed by both parties. The failure of either party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision. If any portion of this Agreement is found to be unenforceable, the remaining portions shall remain in effect, and the Parties shall begin negotiations for a replacement of the invalid or unenforceable portion.

12.9. Execution in Counterparts. This Agreement may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

**City of Mansfield Texas, a Texas municipal corporation**

**NEW CINGULAR WIRELESS PCS, LLC,  
a Delaware limited liability company**

**By: AT&T Mobility Corporation  
Its: Manager**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 1**  
**LEASED SITE**

Leased Site address: 490 Heritage Parkway South, Mansfield, Texas

Leased Site pole/structure identification:

Leased Site utility identification: Connections to electrical wiring as shown on the Plans, including usage of Lessor's electrical service on an unmetered basis.

Lessee Site Identification: MNSF2 AP13

FA / USID: 14941946/307087

Site Name: MNSF2 AP13

PTN / PACE: 3012A0N6X6/MRNTX053475

Structure Latitude and Longitude (Approximate): 32.556745/-97.082736

Equipment Plans: See the attached plan set dated December 1, 2021 prepared by The Celeris Group, Inc., and Webb Surveying consisting of (5) page(s). Lessee may modify the Equipment at any time as set forth in the Agreement.











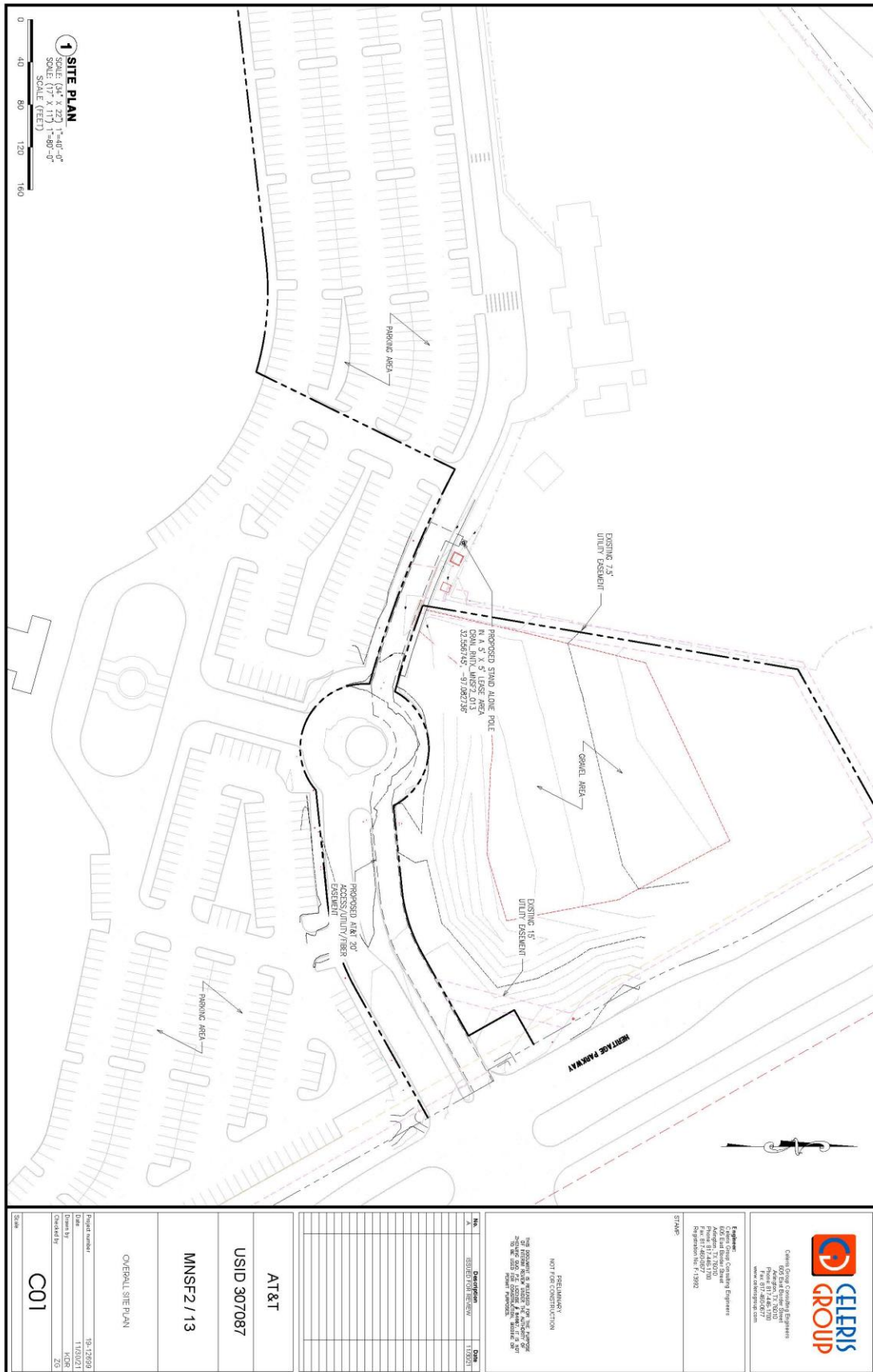


Exhibit 1



## **City Addendum**

This Addendum modifies and supplements the Small Cell Lease Agreement ("Agreement") between the City of Mansfield, Texas, a Texas home-rule municipal corporation ("LESSOR"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("LESSEE"), for the lease of the Leased Site as shown in Exhibit 1 to the Agreement.

LESSOR and LESSEE agree to the following additional provisions to the Agreement which, if in conflict with the Agreement, will control:

1. If LESSEE remains in possession of the Leased Site after the expiration or termination of this Agreement, then LESSEE shall be a tenant at sufferance and, in addition to all other damages and remedies to which LESSOR may be entitled for such holding over, (a) LESSEE shall pay rent equal to 200% of the rent payable during the last month of the term, and (b) LESSEE shall otherwise continue to be subject to all of LESSEE's obligations under this Agreement. The provisions of this paragraph shall not be deemed to limit or constitute a waiver of any other rights or remedies of LESSOR provided herein or at law. If LESSEE fails to surrender the Leased Site upon the termination or expiration of this Agreement, in addition to any other liabilities to LESSOR accruing therefrom, LESSEE shall protect, defend, indemnify and hold LESSOR harmless from all loss, actual and reasonable costs (including reasonable attorneys' fees) and liability resulting from such failure, including any claims made by any succeeding tenant founded upon such failure to surrender, and any lost profits to LESSOR resulting therefrom.

2. LESSEE shall not use, nor shall LESSEE permit its employees, representatives, invitees, contractors or agents to use, the Leased Site or the Facility in any way that interferes with the use of any portion of the Property by LESSOR, or by other tenants or licensees of LESSOR with rights in any portion of the Property that predate the Agreement. Such interference shall be deemed a material breach by LESSEE, and LESSEE shall have the responsibility to terminate said interference upon written notice from LESSOR and being granted access to the Leased Site. In the event any such interference does not cease promptly, LESSEE acknowledges that continuing interference may cause irreparable injury and, therefore, LESSOR 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 Agreement upon written notice to LESSEE.

3. INDEMNIFICATION. LESSEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LESSOR, ITS AGENTS, CITY COUNCIL, AND EMPLOYEES, FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, AND EXPENSE WHICH MAY ARISE AS A RESULT OF LESSEE'S USE OF THE LEASED SITE, EXCEPT TO THE EXTENT SUCH CLAIMS OR LOSSES ARE CAUSED BY THE INTENTIONAL MISCONDUCT OR NEGLIGENCE OF THE LESSOR, ITS AGENTS, CITY COUNCIL, OR EMPLOYEES. LESSEE REPRESENTS, WARRANTS, AND COVENANTS TO LESSOR, ITS TRUSTEES AND EMPLOYEES THAT LESSEE SHALL AT NO TIME DURING THE INITIAL TERM OR ANY RENEWAL TERM OF THE AGREEMENT USE OR PERMIT ANY PORTION OF THE PROPERTY TO BE USED IN VIOLATION OF ANY ENVIRONMENTAL REGULATIONS (DEFINED BELOW). LESSEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LESSOR, ITS TRUSTEES AND EMPLOYEES FROM ANY AND ALL CLAIMS OF

LIABILITY UNDER ANY ENVIRONMENTAL REGULATION ARISING OUT OF LESSEE'S USE OR OCCUPANCY OF ANY PORTION OF THE PROPERTY. FOR PURPOSES OF THESE PROVISIONS, THE TERM "ENVIRONMENTAL REGULATIONS" SHALL MEAN ANY LAW, STATUTE, REGULATION, ORDER OR RULE NOW OR HEREAFTER PROMULGATED BY ANY GOVERNMENTAL AUTHORITY, WHETHER LOCAL, STATE OR FEDERAL, RELATING TO AIR POLLUTION, WATER POLLUTION, NOISE CONTROL AND/OR TRANSPORTING, STORING, HANDLING, DISCHARGE, DISPOSAL OR RECOVERY OF ON-SITE OR OFF-SITE HAZARDOUS SUBSTANCES OR MATERIALS, AS SAME MAY BE AMENDED FROM TIME TO TIME, INCLUDING WITHOUT LIMITATION THE FOLLOWING: (i) the Clean Air Act (42 U.S.C. §§ 7401 et seq.); (ii) Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445); (iii) the Clean Water Act (33 U.S.C. §§ 1251 et seq.); (iv) the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. §§ 6901 et seq.); (v) the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. §§ 9601 et seq.); (vi) the Toxic Substances Control Act; (vii) the Federal Insecticide, Fungicide and Rodenticide Act as amended (7 U.S.C. §§ 135 et seq.); (viii) the Safe Drinking Water Act (42 U.S.C. §§ 300 (f) et seq.); (ix) OSHA; (x) the Hazardous Liquid Pipeline Safety Act (49 U.S.C. §§ 20021 et seq.); (xi) the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.); (xii) the Noise Control Act of 1972 (42 U.S.C. §§ 4901 et seq.); (xiii) EPCRA; and (xiv) National Environmental Policy Act (42 U.S.C. §§ 4321-4347).

IT IS AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THESE INDEMNIFICATION OBLIGATIONS, SUCH LEGAL LIMITATIONS ARE MADE PART OF THE INDEMNIFICATION OBLIGATION AND SHALL OPERATE TO AMEND THE INDEMNIFICATION OBLIGATION TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND SO MODIFIED, THE INDEMNIFICATION OBLIGATIONS SHALL CONTINUE IN FULL FORCE AND EFFECT. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

4. To the extent allowed by law Commercial General Liability Insurance, Business Automobile Liability Insurance and Workers' Compensation Insurance must be endorsed to include a waiver of subrogation in favor of LESSOR. Commercial General Liability Insurance and Business Automobile Liability Insurance are to be primary and non-contributory and must be endorsed to LESSOR, its officials, agents and employees as an additional insured. LESSOR's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by LESSEE, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of LESSOR, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of LESSOR, its employees, agents or independent contractors; and, (iii) not exceed LESSEE's indemnification obligation under this Agreement, if any.

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

6. LESSEE shall be responsible for all taxes levied upon the leasehold improvements and operations of LESSEE on the Leased Site. LESSEE's responsibility for taxes under this section shall be limited to any proportionate increase in taxes that is attributable to the value of LESSEE's leasehold improvements.

7. LESSEE shall, within ninety (90) days following the termination, cancellation, or expiration of this Agreement, remove its Facility equipment and personal property from the Leased Site. LESSEE shall remove any foundations to a depth of one (1) foot below grade (excluding conduits and footings) and restore the Property as substantially as possible to its original condition, reasonable wear and tear excepted. If LESSEE fails to remove its Facility equipment and personal property within the ninety (90) day time period, LESSOR may remove said equipment and personal property, and LESSOR shall not be liable for any damage sustained by said equipment and personal property as a result of such removal. LESSEE agrees to reimburse LESSOR for any expenses associated with the removal and storage of LESSEE's equipment and personal property before such equipment and property is returned to LESSEE.

8. This Agreement may not be sold, assigned, or transferred, by LESSEE at any time without the written consent of the LESSOR, which consent may be withheld by LESSOR in its sole discretion. Notwithstanding the foregoing, LESSEE may assign this Agreement to a parent, affiliate, or subsidiary entity, or to any entity that acquires all or substantially all of the LESSEE's assets in the market as defined by the Federal Communications Commission in which the Property is located, upon written notice to LESSOR, provided that the assignee agrees in writing to abide by the terms and conditions of this Agreement, and provided further that LESSOR provides its written acknowledgement.

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

10. LESSEE shall ensure that all construction materials used for new construction will be aesthetically comparable to the existing facility at the Leased Site provided such materials are approved by the LESSOR.

11. Nothing contained in this Agreement shall be construed to make LESSOR and LESSEE partners or joint venturers or to render either party liable for the debts or obligations of the other.

12. LESSEE shall be responsible for the satisfaction or payment of any liens for any provider of work, labor, material or services claiming by, through or under LESSEE. LESSEE shall indemnify, hold harmless and defend LESSOR against any such liens. Such liens shall be discharged by LESSEE within sixty (60) days after notice of filing thereof by bonding, payment or otherwise, provided LESSEE may contest, in good faith and by appropriate proceedings, any such liens.

13. LESSEE agrees to comply with all federal, state and local Laws, orders, rules and regulations ("Laws") applicable to LESSEE's use of the Facility on the Property. LESSOR agrees to comply with all Laws relating to LESSOR's ownership and use of the Property and any improvements on the Property.

14. Paragraphs 8, 12.6, and 12.7 of the Agreement have been struck through and are of no force and effect.

The Parties have caused this Addendum to be duly executed as of the Effective Date of the Agreement.

LESSOR  
City of Mansfield Texas,  
a Texas municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

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

By: AT&T Mobility Corporation

Its: Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2022