

WATER TOWER LICENSE AGREEMENT

This Water Tower License Agreement (the "**Agreement**") is entered into as of the latter of the signature dates hereof (the "**Effective Date**"), by and between the **City of Pflugerville**, with its principal offices located at 100 East Main Street, Pflugerville, Texas 78660, hereinafter designated **LICENSOR**, and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319, hereinafter designated **LICENSEE**. The LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**".

RECITALS:

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LICENSOR hereby grants to LICENSEE a license to occupy and use a portion of the space on LICENSOR's water tower, hereinafter referred to as the "**Tower**", located at 2403 Village View Loop, Pflugerville, Travis County, Texas, as shown on the Tax Map of the City of Pflugerville as Tax Parcel No. 02755001480000, and being further described in Document No. 2003-040590 as recorded in the Office of the County Clerk of Travis County, Texas (the entirety of LICENSOR's property is referred to hereinafter as the "**Property**"), at specific mounting heights as identified on the attached Exhibit B (the "**Tower Space**") for the transmission and reception of communications signals, together with a parcel of land being described as a four hundred square foot (400 sf) parcel (the "**Land Space**") which includes LICENSEE's equipment building; together with the non-exclusive right (the "**Right of Way**") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, fiber, poles, cables, conduits, and pipes over, under, or along a 20' wide right-of-way extending from the nearest public right-of-way, being a 20' wide access easement dedicated to the public use connecting Village View Loop to the Land Space; and together with any further rights of way (the "**Further Rights of Way**") over and through the Property, to and between the Land Space and the Tower Space, for the installation and maintenance of utility wires, fiber, poles, cables, fiber, conduits, and pipes. The Tower Space, Land Space, Right of Way, and Further Rights of Way, if any, are substantially described in **Exhibit A**, attached hereto and made a part hereof, and are collectively referred to hereinafter as the "**Premises**". If LICENSEE elects to utilize an Unmanned Aircraft System ("**UAS**") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, LICENSOR hereby grants LICENSEE, or any UAS operator that holds a FAA Part 107 license and that is insured and provides proof of insurance to Licensor listing Licensor as additional insured, acting on LICENSEE's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS, video and audio of which if requested by Licensor, Licensor shall be immediately given copies of the video and audio taken by LICENSEE or any UAS operator on behalf of LICENSEE

If any public utility or fiber provider is unable to use the Right of Way or Further Rights of Way, the LICENSOR hereby agrees to grant an additional right-of-way(s) either to the LICENSEE

or to the public utility or fiber provider at no cost to the LICENSEE, at a location to be determined by LICENSOR in their absolute and sole discretion.

LICENSOR hereby grants permission to LICENSEE to install, maintain and operate the communications equipment, antennas, and appurtenances described in **Exhibit B** attached hereto.

LICENSEE may at any time during the Term of this Agreement submit an application to LICENSOR to modify or upgrade equipment described in Exhibit B, which application shall include all frequencies equipment is proposed to operate under, weight and dimensions of all equipment, and specification sheets provided by the equipment manufacturer. With the submission of LICENSEE's application and materials, LICENSEE shall submit a payment of five thousand dollars (\$5,000.00) to LICENSOR to cover the cost of LICENSOR's professional expenses in reviewing LICENSEE's request. LICENSOR shall have forty-five (45) days to review LICENSEE's request. In the event LICENSOR fails to respond in writing to LICENSEE's request within forty-five (45) days, Licensee's request shall be deemed approved. After approval or deemed approval, the plans approved by LICENSOR will be considered incorporated in this Agreement as **Exhibit B**. If LICENSOR disapproves LICENSEE's request then the LICENSEE will provide LICENSOR with revised plans for LICENSOR to review. In the event LICENSOR disapproves of the revised plans, LICENSEE may either i) make further revisions to the plans and submit them to LICENSOR for review or ii) terminate this Agreement by providing written notice to LICENSOR and fulfilling their removal obligations as set for in this Agreement. LICENSEE maintains the right to perform routine maintenance and repairs, and modifications to ground based equipment, within the Premises, upon prior written notice as required in Section 11, but without LICENSOR approval, when no changes to the tower based equipment described in Exhibit B are made. LICENSEE shall provide written notice to Licensor of all frequencies in use by LICENSEE at the Premises and any changes in such frequencies, provided such frequency use, and any changes in frequencies, shall neither require an application nor be subject to LICENSOR's approval.

2. SURVEY. LICENSOR also hereby grants to LICENSEE the right to survey the Property and Premises at LICENSEE's sole cost and expense. Once LICENSEE has performed a survey at any time during this Agreement, it may be attached to this LICENSEE as Exhibit C, only after submitting the survey to LICENSOR for LICENSOR's review and receiving LICENSOR's written approval of the survey. Exhibit C shall control in the event of boundary and access discrepancies between it and Exhibit A.

3. TERM; MONTHLY LICENSE FEE; ELECTRICAL.

a. This Agreement shall be effective as of the Effective Date, provided, however, the initial term shall be for ten (10) years (the "Initial Term") and shall commence on the first day of the month following full execution of this Agreement (the "Commencement Date") at which time license fee payments shall commence and be due at a total annual license fee of thirty six thousand dollars (\$36,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to LICENSOR or to such other person, firm or place as LICENSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. LICENSOR and LICENSEE acknowledge and agree that initial license fee payment(s) may not actually be sent by

LICENSEE until sixty (60) days after the Commencement Date. LICENSEE shall also pay LICENSOR a one-time license administration fee in the amount of six thousand dollars (\$6,000.00) within thirty (30) days of the Effective Date.

Upon agreement of the Parties, LICENSEE may pay the license fee by electronic funds transfer and, in such event, LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.

b. LICENSOR hereby agrees to provide to LICENSEE certain documentation evidencing LICENSOR's right to receive payments under, this Agreement, including without limitation a complete and fully executed Internal Revenue Service Form W-9, or equivalent, for any party to whom rental payments are to be made pursuant to this Agreement (collectively, the "**Fee Documentation**"). The Fee Documentation shall be provided to LICENSEE in accordance with the provisions of, and at the address given in, Paragraph 25. Delivery of Fee Documentation to LICENSEE is a prerequisite for the payment of any license fees by LICENSEE, and notwithstanding anything to the contrary herein, LICENSEE may hold any license fee payments until Fee Documentation has been supplied to LICENSEE as provided herein.

Within forty five (45) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LICENSOR must provide to LICENSEE Fee Documentation in the manner set forth in the preceding paragraph, together with evidence of the transfer of ownership, a completed and signed LICENSEE payment direction form, and full contact information for new LICENSOR including phone number(s). Delivery of Fee Documentation to LICENSEE by any assignee(s), transferee(s) or other successor(s) in interest of LICENSOR is a prerequisite for the payment of any licensee fees by LICENSEE to such party, and notwithstanding anything to the contrary herein, LICENSEE may hold any license fee payments to any assignee(s), transferee(s) or other successor(s) in interest of LICENSOR until Fee Documentation has been supplied to LICENSEE as provided herein.

c. LICENSEE at LICENSEE's sole cost and expense shall obtain electrical service and telephone service on their own accounts with any utility companies to serve their Premises. LICENSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LICENSEE's installation.

4. **EXTENSIONS.** This Agreement shall automatically renew for one (1) additional five (5) year term unless LICENSEE notifies LICENSOR of its intent not to extend the term at least one hundred eighty (180) days prior to the expiration of the then current term. The initial term and all extensions shall be collectively referred to herein as the "**Term**".

5. **EXTENSION RENTALS.** On the first (1st) anniversary of the Commencement date, and annually thereafter, the annual license fee shall increase by three and one-half percent (3.5%) over the annual license fee in effect for the immediately preceding twelve (12) month period.

6. **TAXES.** LICENSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges assessed on LICENSEE's improvements, within thirty (30) days of a receipt of an invoice from LICENSOR. LICENSOR and LICENSEE shall each be responsible for the payment of any taxes, levies, assessments, and other charges imposed,

including franchise and similar taxes imposed upon the business conducted by LICENSOR or LICENSEE at the Property. Notwithstanding the foregoing, LICENSEE shall not have the obligation to pay any tax, assessment, or charge that LICENSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed, provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LICENSEE liable for any portion of LICENSOR's income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any taxes of a similar nature, in connection with any Property or otherwise. Except as set forth in this Paragraph, LICENSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property, and shall do so prior to the imposition of any lien on the Property. LICENSEE shall have the right but not the obligation to pay any taxes due by LICENSOR hereunder if LICENSOR fails to timely do so, in addition to any other rights or remedies of LICENSEE. In the event that LICENSEE exercises its rights under this paragraph due to such LICENSOR default, LICENSEE shall have the right to deduct such tax amounts paid from any monies due to LICENSOR from LICENSEE.

In the event LICENSOR receives a notice of assessment with respect to which taxes or assessments are imposed on LICENSEE's improvements on the Premises, LICENSOR shall provide LICENSEE with copies of each such notice immediately upon receipt, but in no event later than sixty (60) days prior to the due date for such taxes. Any tax-related notices shall be sent to LICENSEE in the manner set forth in Paragraph 21. LICENSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge, or seek modification of any tax assessment or billing for which LICENSEE is wholly or partly responsible for payment. LICENSOR shall reasonably cooperate with LICENSEE, at LICENSEE's sole cost and expense, in filing, prosecuting, and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal, or other similar document. If there is a reduction, credit or repayment received by the LICENSOR for any taxes previously paid by LICENSEE as a result of any appeal or challenge by LICENSEE, LICENSOR agrees to promptly reimburse to LICENSEE the amount of that reduction, credit, or repayment. If LICENSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this Paragraph, LICENSOR will pursue that dispute, at LICENSEE's sole cost and expense, upon written request of LICENSEE.

7. USE; LABELING; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing, and operating the Communication Facility for the transmission and reception of communications signals, in accordance with Exhibit B and for no other uses without LICENSOR's consent. All improvements, equipment, antennas, fiber, and conduits (the "Communication Facility") shall be installed in accordance with Exhibit B, which may be updated from time to time by LICENSEE only upon receipt of LICENSOR's written approval in accordance with the requirements of Paragraph 1 above. Licensee shall install identifying information on its equipment shelter and at the bottom of each support of the Tower on which LICENSEE has equipment installed containing Licensee's name, contact phone number, and the height of equipment installed on the Tower, and date of installation. In the event that Licensee fails to comply with this provision and fails to cure such material deficiency within thirty (30) days after Licensor's written notice of such failure, Licensor may, but is not obligated to, in addition to any other rights it may have hereunder, label

the approved equipment and assess against License a fee of \$1,500 ("Labeling Fee") which shall be payable to Licensor upon receipt of an invoice therefor. Licensor shall not be responsible to Licensee for any expenses or damages incurred by Licensee arising from the interruption of Licensee's service caused by Licensor if Licensor is reasonably unable to identify the approved equipment as belonging to Licensee as a result of Licensee's material failure to label such approved equipment. LICENSEE's use of the Tower and Premises shall not interfere with LICENSOR's use of and access to the Tower and Property at all times during this Agreement. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon LICENSEE obtaining, at LICENSEE's sole cost and expense, after the execution date of this Agreement all of the certificates, permits and other approvals (collectively, the "**Governmental Approvals**") that may be required by any Federal, State or local authorities, and a structural analysis, at LICENSEE's sole cost and expense, which will permit LICENSEE use of the Premises as set forth above. LICENSOR shall reasonably cooperate with LICENSEE, at LICENSEE's sole cost and expense, in LICENSEE's effort to obtain the Governmental Approvals, and shall take no action which would adversely affect the status of the Property with respect to LICENSEE's proposed use thereof. LICENSEE shall have the right to terminate this Agreement if: (i) any of the applications for the Governmental Approvals is finally rejected; (ii) any Governmental Approval issued to LICENSEE, through no fault of LICENSEE, is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; or (iii) prior to the installation of the Communication Facility, LICENSEE determines that the structural analysis is unsatisfactory. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in writing in accordance with Paragraph 21. Only after the initial ten (10) years of the Term may LICENSEE have the right to terminate this Agreement upon twelve (12) months prior written notice and with the payment of a termination fee to LICENSOR equal to twelve (12) months the then current license fee if: (i) LICENSEE determines that the Premises is no longer technically or structurally compatible for its use, or (ii) LICENSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary. All license fees paid to said termination date shall be retained by LICENSOR. Upon such termination and the completion of LICENSEE fulfilling their removal obligations in this Agreement, this Agreement shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each Party to the other hereunder. Otherwise, the LICENSEE shall have no further obligations for the payment of license fees to LICENSOR.

8. INDEMNIFICATION. [Intentionally deleted.]

9. INSURANCE.

a. Notwithstanding the indemnity in Paragraph 8, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All required policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party. LICENSEE shall have the right to self-insure its property insurance, which right shall be limited to New Cingular Wireless PCS, LLC

and its affiliates and shall be non-transferable to any other entity or individual this Agreement is assigned to by Licensee, and in satisfaction of the waiver of subrogation requirement will include LICENSOR as joint loss payee to the extent of LICENSOR's insurable interest which would have been covered had LICENSEE purchased property insurance.

b. LICENSEE will maintain at its own cost;

	<u>Type</u>	<u>Amount</u>
A.	Workers Compensation and Employer's Liability	Statutory - \$500,000.00 each accident/disease policy limit/disease per employee
B.	Commercial General Liability per ISO form CG 00 01 or equivalent to include coverage for the following where the exposure exists: (1) Premises/Operations (2) Independent Contractors (3) Products/Completed Operations (4) Personal Injury (5) Contractual Liability	Combined Single Limit for Bodily Injury and Property Damage: \$1,000,000.00 per occurrence and in the aggregate
C.	As applicable, if requested by City's Risk Manager: Business Automobile Liability Insurance to include coverage for: (1) Owned/Leased Automobiles (2) Non-owned Automobiles (3) Hired Automobiles	Combined Single Limit for Bodily Injury and Property Damage: \$500,000.00
D.	Property Insurance or self insurance for physical damage to the property of a Licensee located on the Property.	Coverage for a minimum of one hundred percent (100%) of the replacement cost

LICENSEE will include the LICENSOR as an additional insured by endorsement on the Commercial General Liability and Auto Liability policies, as LICENSOR's interests may appear under this Agreement.

10. **LIMITATION OF LIABILITY.** Except for indemnification pursuant to paragraphs 8 and 27, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special, or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

11. **ACCESS TO TOWER.** LICENSOR agrees the LICENSEE shall have free access to the Tower, however LICENSEE shall call LICENSOR's 24/7 duty operator phone number (512)

554-2204 at least thirty (30) minutes prior accessing the Property, for the purpose of installing and maintaining LICENSEE's equipment subject to the terms and conditions of this Agreement. LICENSOR shall furnish LICENSEE with necessary means of access for the purpose of ingress and egress to the Premises and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LICENSEE or persons under their direct supervision will be permitted to enter said premises.

12. TOWER COMPLIANCE; TEMPORARY RELOCATION. LICENSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). The LICENSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission and Federal Aviation Administration with regard to the lighting, marking and painting of towers. If the LICENSOR fails to make any required repairs, including maintenance, LICENSEE must provide LICENSOR written notice and only after thirty (30) days have passed without a response from LICENSOR of the written notice may LICENSEE may make the repairs on LICENSOR's behalf and LICENSOR shall pay LICENSEE's costs for the repairs on demand. If the LICENSOR does not make payment to the LICENSEE within thirty (30) days after such demand, LICENSEE may exercise all rights available to LICENSEE under the law.

No materials may be used by LICENSEE or any of LICENSEE's agents, contractors, or sub-contractors, in the installation of any and all equipment, support structures, or communications lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances. In the event LICENSOR identifies any corrosion, rust, or deterioration of the Tower structure or its appurtenances as a result of LICENSEE's equipment, LICENSOR may provide written notice to LICENSEE and LICENSEE shall have thirty (30) days to cure the damage. In the event LICENSEE is unable to cure the damage, LICENSOR may in LICENSOR's sole discretion immediately terminate this Agreement upon written notice to LICENSEE.

Not later than fifteen (15) days following the execution of this Agreement, LICENSEE shall supply to LICENSOR copies of all structural analysis reports that have done with respect to the Tower, and throughout the Term of this Agreement, LICENSEE shall supply to LICENSOR copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the installation of LICENSEE's equipment.

Upon request of LICENSOR, LICENSEE agrees to relocate its Tower based equipment on a temporary basis to another location on the Property, hereinafter referred to as the "**Temporary Relocation Site**", or otherwise protect the Tower based equipment if feasible, for the purpose of LICENSOR performing maintenance, repairs, or similar work at the Property or on the Tower, provided:

- a. The Temporary Relocation Site is fully compatible for LICENSEE's use, in LICENSEE's reasonable determination, however, LICENSEE acknowledges LICENSOR will be unable to provide a comparable antenna height during a Temporary Relocation event;
- b. LICENSEE pays all costs incurred by LICENSEE for relocating LICENSEE's equipment to the Temporary Relocation Site and improving the Temporary

Relocation Site so that it is fully compatible for the LICENSEE's use, in LICENSEE's reasonable determination;

- c. LICENSOR gives LICENSEE at least one hundred eighty (180) days written notice prior to requiring LICENSEE to relocate;
- d. It shall be LICENSEE's sole responsibility to ensure LICENSEE's use of the Premises is not interrupted during the relocation and LICENSEE is allowed, if necessary, in LICENSEE's reasonable determination, to place a temporary "cell on wheels" on the Property during any such relocation;
- e. Upon the completion of any maintenance, repair, or similar work by LICENSOR, LICENSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LICENSEE;
- f. LICENSOR's temporary relocation rights shall be limited to one (1) time per five-year period.

13. INTERFERENCE. LICENSEE agrees to install equipment of the type and frequency which will not cause harmful interference, which is measurable in accordance with then existing industry standards, to any equipment of LICENSOR or other tenants of the Property at all times during this Agreement, including but not limited to the following frequencies used by the city services, 902-908 Mhz, 2401-2495 Mhz, 3550-3700 Mhz, 4910-4990 Mhz, 5180-5875 Mhz, 5850-5925 Mhz, 19540.000S(4) 17980.000S(4) Mhz, 19620.0000S(5) 18060.0000S(5) Mhz, 17980.0000S(4) 19540.0000S(4) Mhz, 19460.0000S(3) 17900.0000S(3) Mhz, 18060.0000S(5) 19620.0000S(5) Mhz, 17820.0000S(2) 19380.0000S(2) Mhz, 19460.0000S(3) 17900.0000S(3) Mhz. If any of LICENSEE's after-installed equipment causes such interference, after LICENSOR has notified LICENSEE in writing of such interference, LICENSEE will take all commercially-reasonable steps necessary to correct and eliminate the interference within forty-eight (48) hours, including but not limited to, at LICENSEE's option, powering down the interfering equipment and later powering up the interfering equipment for intermittent testing. In the event License has not remedied the situation within one hundred twenty (120) hours of receipt of notice, LICENSOR will be entitled to terminate this Agreement or require LICENSEE to relocate LICENSEE's interfering equipment. LICENSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property, will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then-existing industry standards to the then-existing equipment of LICENSEE. LICENSOR will cause any such interference to cease within five (5) business days after receipt of notice of interference from LICENSEE. In the event any such interference does not cease within the aforementioned cure period, LICENSOR shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected. LICENSEE shall only operate its equipment on frequencies permitted by the FCC. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph, and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM; HOLDOVER. Within one hundred twenty (120) days after the expiration of the Term, LICENSEE shall remove its building(s), antenna(s), equipment, conduits, fixtures, and all personal property, and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. Notwithstanding the foregoing, LICENSEE will not be required to remove from the Premises or the Property any underground utilities. LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures, and personal property of LICENSEE shall remain the personal property of LICENSEE, and LICENSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If Licensee fails to remove all equipment within one hundred twenty (120) days after the expiration of the Term, such failure shall be deemed to extend the Term of this Agreement on a month-to-month basis under the same terms and conditions herein except that (i) a monthly license fee shall be due on or before the first day of every calendar month during such month-to-month term in the amount equal to one hundred fifty percent (150%) of the monthly license fee in effect for the last month of the Term prior to the commencement of such month-to-month term ("**Holdover Fee**"), such Holdover Fee to escalate annually on the anniversary of the Commencement Date by an amount equal to six percent (6%) of the Holdover Fee in effect for the month immediately prior to the month in which such escalation takes place, and (ii) the month-to-month extension shall be terminable upon thirty (30) days' prior written notice from either Licensor or Licensee to the other; provided, however, nothing contained herein shall grant Licensee the unilateral right to extend the Term of this Agreement after the expiration of the Term. Any property not so removed shall, at LICENSOR's sole option, be deemed abandoned and may be removed and disposed of by LICENSOR in such manner as LICENSOR shall determine and at LICENSEE's reasonable expense, without notice to LICENSEE and without any obligation on the part of LICENSOR to account to LICENSEE for any proceeds therefrom. LICENSEE shall reimburse LICENSOR for any actual and reasonable expense incurred in restoring the Premises should LICENSEE fail to restore the Premises as provided herein.

15. RIGHTS UPON SALE. At any time during the Term, if LICENSOR decides to (i) sell or transfer all or any part of the Property or the Tower to a purchaser other than LICENSEE, or (ii) grant to a third party by easement or other legal instrument an interest in that portion of the Tower and or Property occupied by LICENSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be subject to this Agreement, and any such purchaser or transferee shall recognize LICENSEE's rights hereunder under the terms of this Agreement. To the extent that LICENSOR grants to a third party by easement or other legal instrument an interest in that portion of the Tower and/or Property occupied by LICENSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to that third party, LICENSOR shall not be released from its obligations to LICENSEE under this Agreement, and LICENSEE shall have the right to look to LICENSOR and the third party for the full performance of this Agreement.

16. QUIET ENJOYMENT. LICENSOR covenants that LICENSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

17. TITLE. LICENSOR represents and warrants to LICENSEE as of the execution date of this Agreement, and covenants during the Term, that LICENSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LICENSOR further covenants during the Term that there are no liens, judgments, or impediments of title on the Property, or affecting LICENSOR's title to the same, and that there are no covenants, easements, or restrictions that prevent or adversely affect LICENSEE's use or occupancy of the Premises as set forth in this Agreement.

18. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises, and understandings between LICENSOR and LICENSEE, and that no verbal or oral agreements, promises, or understandings shall be binding upon either LICENSOR or LICENSEE in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties, or in a written acknowledgment in the case provided in Paragraph 3. If any provision of the Agreement is found to be invalid or unenforceable, that finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement, or to exercise any of its rights under the Agreement, shall not waive those rights, and that Party shall have the right to enforce its rights at any time, and take such action as may be lawful and authorized under this Agreement, in law or in equity.

19. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the Laws of the State in which the Property is located.

20. ASSIGNMENT; SUBLEASING. LICENSEE may not, directly or indirectly, assign this Agreement as a whole, or any portion of LICENSEE's rights, title and interests hereunder without LICENSORS's prior written consent. Notwithstanding the foregoing, LICENSEE will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, without LICENSOR's consent, to: (a) LICENSEE's Affiliate (as defined below), or (b) any entity that acquires all or substantially all of the LICENSEE's assets in the market as defined by the Federal Communications Commission in which the Property is located. In no event may Licensee sublet, sublease, or permit any use of the Premise by any other party. Any permitted assignee shall expressly assume and become bound by all of LICENSEE's obligations under this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

21. NOTICES. All notices hereunder must be in writing and shall be validly given if sent by certified mail, return receipt requested, or by commercial courier, provided the courier's regular business is delivery service, and provided further that the courier guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, and addressed as follows (or to any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR: City of Pflugerville
100 East Main Street
Pflugerville, Texas 78660

LICENSEE: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: AXL00295; Name: Go Hawks Water Tank (TX)
Fixed Asset #: 14377412
1025 Lenox Park Blvd NE
3rd Floor
Atlanta, Georgia 30319

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: AXL00295; Name: Go Hawks Water Tank (TX)
Fixed Asset #: 14377412
208 S. Akard Street
Dallas, TX 75202-4206

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

22. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors, and assigns of the Parties hereto.

23. SUBORDINATION AND NON-DISTURBANCE. Not later than forty-five (45) days following the execution of this Agreement, LICENSOR shall take commercially reasonable efforts, at LICENSEE's sole cost and expense, to obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessor and master lessor, if any, of the Property. At LICENSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust, or other security interest (collectively, a "**Mortgage**") entered into by LICENSOR, which from time to time may encumber all or part of the Property, Tower or rights-of-way; provided, however, as a condition precedent to LICENSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LICENSOR shall obtain a non-disturbance and attornment agreement for LICENSEE's benefit in a form reasonably satisfactory to LICENSEE, and containing the terms described below (the "**Non-Disturbance Agreement**"), and shall recognize LICENSEE's right to remain in occupancy of and have access to the Premises as long as LICENSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("**Lender's**") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "**Purchaser**") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will: (1) honor all of the terms of the Agreement, (2) fulfill LICENSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LICENSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In

return for such Non-Disturbance Agreement, LICENSEE will execute an agreement for Lender's benefit in which LICENSEE: (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property, and (3) agrees accept a cure by Lender of any of LICENSOR's defaults, provided such cure is completed within the deadline applicable to LICENSOR. If LICENSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LICENSEE, may, at its sole option and without obligation, cure or correct LICENSOR's default, and upon doing so, LICENSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest, and LICENSEE shall be entitled to deduct and setoff the sums paid by LICENSEE to cure or correct such defaults against all license fees that may otherwise become due under this Agreement.

24. RECORDING. LICENSOR agrees to execute a Memorandum of this Agreement which LICENSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Agreement is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

25. DEFAULT.

a. If there is a breach by LICENSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of license fees, LICENSOR shall give LICENSEE written notice of the breach. After receipt of the written notice, LICENSEE shall have twenty (20) days in which to cure any monetary breach, and thirty (30) days in which to cure any non-monetary breach; provided LICENSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days, and LICENSEE commences the cure within the thirty (30) day period, and LICENSEE thereafter continuously and diligently pursues the cure to completion. LICENSOR may not maintain any action or effect any remedies for default against LICENSEE unless and until LICENSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. If there is a breach by LICENSOR with respect to any of the provisions of this Agreement or its obligations under it, LICENSEE shall give LICENSOR written notice of the breach. After receipt of the written notice, LICENSOR shall have (i) forty-eight hours after written notice of such failure to cure such failure relating to access; (ii) five (5) business days to cure an interference problem as required by Section 13 after written notice of such failure; and thirty (30) days in which to cure any other breach; provided LICENSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days, and LICENSOR commences the cure within the thirty (30) day period, and LICENSOR thereafter continuously and diligently pursues the cure to completion. LICENSEE may not maintain any action or effect any remedies for default against LICENSOR unless and until LICENSOR has failed to cure the breach within the time periods provided in this Paragraph.

26. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting

Party's behalf only after thirty (30) days receipt of written notice from the other Party, including, but not limited to, the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy that the non-defaulting Party may have by reason of the default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LICENSOR shall use reasonable efforts to mitigate its damages in connection with a default by LICENSEE. If LICENSEE so performs any of LICENSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LICENSEE shall immediately be owing by LICENSOR.

27. ENVIRONMENTAL.

a. LICENSOR represents to the best of its knowledge, that (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has not been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Licensor shall be responsible for all obligations of compliance with applicable Federal, State and local requirements governing environmental and industrial hygiene matters including, but not limited to, those set out in any applicable statute, regulation, order, legal decision or by common law, except to the extent that any failure to comply with a requirement is caused by the activities of Licensee. Licensor agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of soils excavated at the Property during construction of Licensees facility.

b. Licensor shall hold Licensee harmless, defend and indemnify Licensee from and assume all duties, responsibility and liability, at Licensor's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, attorney's fees or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which results or is alleged to have resulted from any (i) failure to comply with any legal requirement governing environmental or industrial hygiene matters except to the extent that any such non-compliance is caused by Licensee; and (ii) environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Premises or activities conducted thereon, except to the extent that such environmental conditions are caused by Licensee.

28. CASUALTY. In the event of damage by fire or other casualty to the Tower, or Premises, not caused by LICENSEE, that cannot reasonably be expected to be repaired within ninety (90) days following the casualty or, if the Property is damaged by fire or other casualty, not caused by LICENSEE, such that the damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, then LICENSEE may terminate this Agreement upon fifteen (15) days prior written notice to LICENSOR at any time following the fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises. LICENSOR agrees to permit LICENSEE to place temporary transmission and reception facilities on the Property, but only until such time as LICENSEE is able to activate a replacement transmission facility at another location;

notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including license fee payments. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement. The Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement and LICENSEE shall fulfill their removal obligations as set forth in Section 15 of this Agreement. If LICENSEE undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, LICENSOR agrees to permit LICENSEE to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed, such reconstruction and location of temporary transmission and reception facilities on the Property shall not exceed twelve (12) months.

29. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LICENSEE, in LICENSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, LICENSEE may, at LICENSEE's option, to be exercised in writing within fifteen (15) days after LICENSEE receives notice of the condemnation from LICENSOR (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession), terminate this Agreement as of the date the condemning authority takes such possession. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. LICENSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs, and its damages and losses (but not for the loss of its license interest).

30. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to license the Premises, and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision in this Agreement is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of that Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

31. APPLICABLE LAWS. During the Term, LICENSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous

substances) (collectively “**Laws**”). LICENSEE shall, in respect to the condition of the Premises, and at LICENSEE’s sole cost and expense, comply with (a) all Laws relating solely to LICENSEE’s specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE in the Premises.

32. **SURVIVAL**. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

33. **CAPTIONS**. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

34. **ESTOPPEL**. Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the license fees and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party’s knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises, (iii) confirming the license fees due under this Agreement and (iv) confirming whether license fees hereunder have been prepaid, and if so, the period of such prepayment.

35. **SIGNATURE**. In the event the Agreement is not fully executed and returned to the other party within thirty (30) days after the date the first party executes the Agreement, the Agreement shall be null and void and the parties shall have no further obligations to each other.

36. **TIME OF THE ESSENCE**. Where LICENSEE is required by this Agreement to pay any sum of money or to do any act within an indicated period or by a particular date, it is understood that time is of the essence.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the day and year first above written.

LICENSOR:

City of Pflugerville

ATTEST:

By: _____

Printed Name: _____

Title: _____

Date: _____

LICENSEE:

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

By: AT&T Mobility Corporation

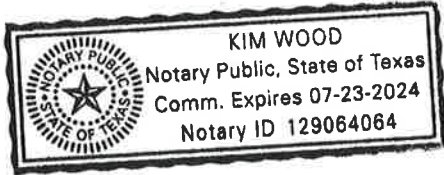
Its: Manager

By: Steve Bengtson
Print Name: Steve Bengtson
Its: Area Manager - Construction & Energy
Date: 5/7/2021

LICENSEE ACKNOWLEDGMENT

STATE OF Texas)
) ss:
COUNTY OF Harris)

On the 7 day of May, 2021, before me personally appeared Steve Bengel, and acknowledged under oath that he/she is the Area Manager-CLE of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Licensee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Licensee.



Kim Wood
Notary Public: _____
My Commission Expires: 7-23-2024

LICENSOR ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20____, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of City of Pflugerville, the Licensor named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Licensor.

Notary Public: _____
My Commission Expires: _____

Exhibit A

Description of the Premises

The Property on which the Premises are located is legally described as follows:

DESCRIPTION OF A 1.000 ACRE TRACT OF LAND OUT OF THE JOHN DAVIS SURVEY NO. 13, SITUATED IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND CALLED 22.478 ACRES, CONVEYED IN A SPECIAL WARRANTY DEED FROM TERRABROOK FALCON RIDGE L.P. TO PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT, DATED JUNE 30, 2000, AND RECORDED IN DOCUMENT #2000105421 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 1.000 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found at the northwest corner of the 22.478 acre tract, being a southwest corner of the remainder of a 105.530 acre tract of land described in a deed of record in Document #2000105310 of the Official Public Records of Travis County, Texas, and being on the southeast line of a 66.12 acre tract of land described in a deed of record in Document #1999049719 of the Official Public Records of Travis County, Texas, from which a 1/2" rebar found for the northeast corner of the remainder of the 66.12 acre tract, being the southeast corner of a 12.257 acre tract described in a deed of record in Volume 13151, Page 2149 of the Real Property Records of Travis County, Texas, bears North 27°36'42" East a distance of 261.43 feet, and the calculated northwest corner of the 105.530 acre tract, being on the south right-of-way line of Kelly Lane (R.O.W. varies) bears North 27°36'42" East a distance of 961.43 feet;

THENCE, leaving the 66.12 acre tract, along the common line between the 22.478 acre tract and the remainder of the 105.530 acre tract, the following two (2) courses:

1. South 86°04'11" East a distance of 67.00 feet to a 1/2" rebar with cap set;
2. Along a curve to the left, having a radius of 313.90 feet, a delta angle of 35°24'46", an arc length of 194.01 feet, and a chord which bears South 18°57'00" East a distance of 190.94 feet to a 1/2" rebar with cap set;

THENCE, over and across the 22.478 acre tract, the following two (2) courses:

1. South 27°36'42" West a distance of 145.67 feet to a 1/2" rebar with cap set;
2. North 62°23'20" West a distance of 200.00 feet to a 1/2" rebar with cap set in the said common line of the 105.530 acre tract and the 66.12 acre tract, from which a 1/2" rebar found bears South 27°36'42" West a distance of 987.86 feet;

THENCE, with the said common line, North 27°36'42" East a distance of 250.04 feet to the **POINT OF BEGINNING**, containing 1.000 acres of land, more or less

EXHIBIT A
DESCRIPTION OF PROPERTY AND PREMISES

Page 2 of 3

The Premises are described and/or depicted as follows:

PROJECT INFORMATION

SITE NAME: GO HAWKS WATER TANK
COUNTY: TARRANT
ADDRESS: 2405 VILLAGE VIEW LOOP PFLUGERVILLE, TX 78660
SITE NUMBER: 14377412
PARCEL NUMBER: 0081A0DMTC
PARCEL NUMBER: MRSTX035192
OWNER: CREOSPAN PFLUGERVILLE
LONGITUDE: 30° 27' 53.02" N 97° 35' 10.27" W
PROPERTY OWNER: PFLUGERVILLE PUBLIC WORKS
**100 E MAIN STREET SUITE 300, P.O. BOX 488 TREC FLETCHER, ACP PFLUGERVILLE, TX 78660
 PHONE: (512) 980-6101
PROJECT OWNER: AT&T
PROJECT MANAGER: MARLA E VALDEZUELA
**PHONE: (832) 520-5376
 EMAIL: MVAL01@ATT.COM
APPLICANT: AT&T WIRELESS OR
**11930 MARINE DR HOUSTON, TX 77037
 PHONE: (281) 705-7056
 EMAIL: D01305@ATT.COM******

PROJECT CONSULTANTS

PROJECT MANAGEMENT: ERICSSON
1500 RAYBURN DRIVE SUITE 1000 HOUSTON, TEXAS, USA
SITE CONSULTATION & EXHIBITS: CREOSPAN
**515 E. HUNTERWOOD DR, SUITE 360 PFLUGERVILLE, TX 78660
 CONTACT: LINDA ELLIOTT
 EMAIL: MKE.ELLIOTT@CREOSPAN.COM
ARCHITECT: JOHN M. BANKS
**604 FOX CLELL ROAD, SUITE 1000 PFLUGERVILLE, TX 78660
 PHONE: (847) 272-4455-4782
 DIRECT: (847) 272-4455-4782
 EMAIL: JMBANKS@WESTCHESTERDESIGNS.COM
CONSTRUCTION: ERICSSON
6500 LEGACY PARK 75024 PLANO, TEXAS, USA****

CODE COMPLIANCE

- 2008 NFPA96
- 2009 INTERNATIONAL FIRE CODE
- 2009 INTERNATIONAL BUILDING CODE
- 2011 NATIONAL ELECTRICAL CODE
- TYP. 04-222-0

REFERENCE MATERIALS

THESE DRAWINGS ARE BASED ON AT&T PROGS DATED 03/26/19

SPECIAL NOTES

- ALL WORK SHALL BE INSTALLED IN CONFORMANCE WITH CURRENT AT&T CONSTRUCTION INSTALLATION GUIDE.
- ALL WORK SHALL BE CHANGED & VARIED IN FIELD, IF SIGNIFICANT DEFICIENCIES OR DEFERRED WORK ARE ENCOUNTERED AT THE TIME OF CONSTRUCTION. A REPAIR REPORT WILL BE OBTAINED & CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY.
- THESE DRAWINGS ARE FULL SIZE & SCALEABLE ON 11"x17" SHEET SIZE. -SCOPE OF WORK SHALL BE DETERMINED BY THE CONDITIONS TO EXTENSION ENVELOPE OF BUILDING, HVAC SYSTEMS OR ELECTRICAL LIGHTING.

DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ARCHITECT OR ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

WESTCHESTER
 ARCHITECTS
 14377412
 1515 E WOODFIELD RD, SUITE 600
 SCHULBERG, E. 60173

creospan
 1515 E WOODFIELD RD, SUITE 600
 SCHULBERG, E. 60173

AT&T
 11930 MARINE DR
 HOUSTON, TX 77037

AT&T MOBILITY

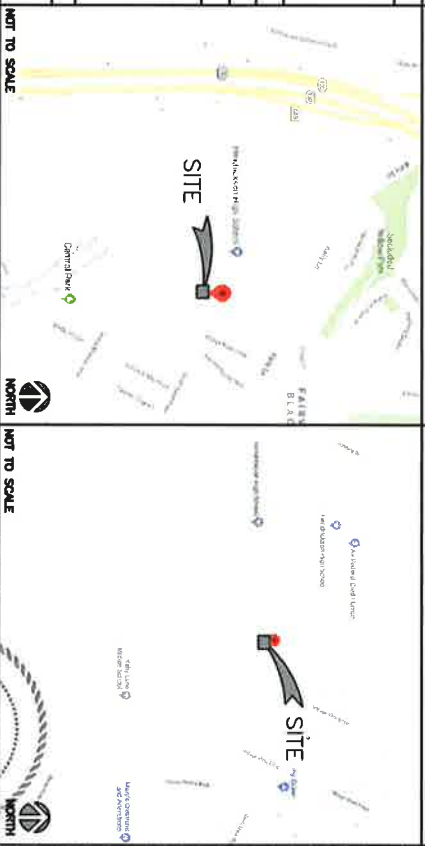
PROJECT: NEW SITE BUILD
SITE #: AXL00295
FA#: 14377412
PTN#: 3061A0DMTC
PAGE#: MRSTX035192
SITE NAME: GO HAWKS WATER TANK
ADDRESS: 2405 VILLAGE VIEW LOOP
PFLUGERVILLE, TX 78660
JURISDICTION: CITY OF PFLUGERVILLE

DRIVING DIRECTIONS

1. HEAD WEST ON PRESIDENTIAL BLVD TOWARD SPIRIT OF AUSTIN LANE, SLIGHT RIGHT ONTO SPIRIT OF AUSTIN LANE, AT THE TRAFFIC CIRCLE CONTINUE STRAIGHT TO STAY ON SPIRIT OF AUSTIN LANE, TURN RIGHT ONTO SPIRIT OF TEXAS DR, TURN RIGHT TOWARD E STATE HWY 71 SERVICE ROAD, SLIGHT RIGHT ONTO E STATE HWY 71 SERVICE ROAD
2. USE THE RIGHT LANE TO TAKE THE RAMP ONTO TX-71 E, KEEP LEFT TO CONTINUE ONTO TX-71 E/BASTROP Fwy (TOLL ROAD), USE THE RIGHT LANE TO MERGE ONTO TX-130 N/WX-45/TX-130 TOLL N VA VIA THE RAMP TO TX-45 (TOLL ROAD), MERGE ONTO TX-130 N/WX-45/TX-130 TOLL N (TOLL ROAD), TAKE EXIT 429 TOWARD PFLUGERVILLE Fwy (TOLL ROAD), MERGE ONTO TX-130 N/WX-45/TX-130 TOLL N (TOLL ROAD), TAKE EXIT 429 TOWARD PFLUGERVILLE Fwy, TURN LEFT ONTO COLORADO SAND DR, TURN RIGHT ONTO LONE STAR RANCH BLVD, TURN LEFT ONTO FALCON POINTE BLVD
3. MERGE ONTO TX-130 SERVICE ROAD, TURN RIGHT ONTO E PFLUGERVILLE Fwy, TURN LEFT ONTO COLORADO SAND DR, TURN RIGHT ONTO LONE STAR RANCH BLVD, TURN LEFT ONTO FALCON POINTE BLVD
4. TURN LEFT AT VILLAGE VIEW LOOP, TURN LEFT ON ACCESS ROAD TOWARD WATER TANK

VICINITY MAP

LOCAL MAP



CONSTRUCTION APPROVAL

SITE ACQUISITION MANAGER:	DATE:
CREOSPAN CONSTRUCTION MANAGER:	DATE:
CREOSPAN PROJECT MANAGER:	DATE:
CREOSPAN SA SPECIALIST:	DATE:
CREOSPAN COMPLIANCE MANAGER:	DATE:
AT&T RF PROJECT MANAGER:	DATE:
AT&T PROJECT MANAGER:	DATE:

SCOPE OF WORK

- THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIPMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS ON THE PROJECT. THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:
- INSTALL NEW GRAVEL ACCESS ROAD
 - INSTALL NEW FIBER SERVICES
 - INSTALL NEW ELECTRICAL SERVICES
 - INSTALL NEW METER ON NEW UTILITY H-FRAME
 - INSTALL (3) NEW AT&T SECTOR FRAMES, (1) PER SECTOR (TYP. OF 3 SECTORS).
 - INSTALL (3) NEW AT&T LTE 700/850/1900 PANEL ANTENNAS, (3) NEW AT&T LTE 700/850 RAILS AND (3) NEW AT&T 1900/AMRS RAILS IN POSITION 1, (1) EACH PER SECTOR (TYP. OF 3 SECTORS)
 - INSTALL (3) NEW AT&T LTE 850/AMRS PANEL ANTENNAS, (3) NEW AT&T LTE 850/AMRS RAILS AND (3) NEW AT&T 1900/AMRS RAILS IN POSITION 2, (1) PER SECTOR (TYP. OF 3 SECTORS)
 - INSTALL (2) NEW AT&T LTE 700/850 PANEL ANTENNAS, (2) NEW AT&T LTE 700/850 RAILS AND (2) NEW AT&T 1900/AMRS RAILS IN POSITION 3, (1) EACH PER SECTOR (TYP. OF 3 SECTORS)
 - DC-49-0-0-RF RAMP
 - INSTALL (2) NEW DC TRUNK LINES AND (1) NEW FIBER TRUNK
 - NEW AT&T WLC ON NEW AT&T 6'-6" x 6'-6" METAL PIER PLATFORM
 - NEW AT&T DIESEL GENERATOR ON NEW AT&T ELEVATED GENERATOR PLATFORM

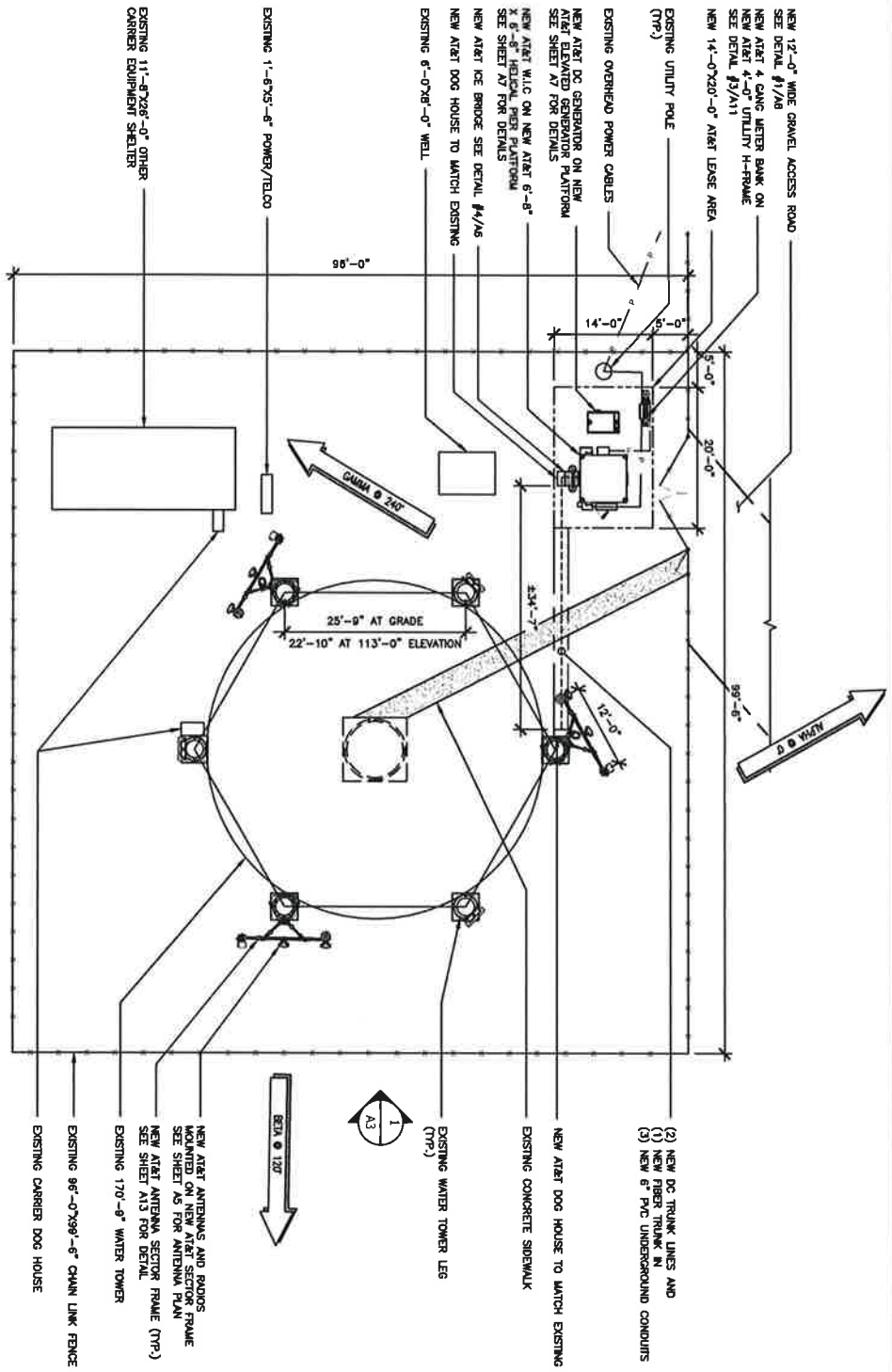
DRAWING INDEX

T1	TITLE SHEET
SP-1	NOTES & SPECIFICATIONS
1 OF 2	PLAN OF SURVEY
2 OF 2	PLAN OF SURVEY
A1	ORIGNAL SITE PLAN
A2	COMPOUND PLAN
A3	EQUIPMENT PLAN
A4	TOWER ELEVATION
A5	ANTENNA PLAN
A6	SITE DETAILS
A7	SHELTER ELEVATION
A8	FOUNDATION DETAILS
A9	FENCE DETAILS
A10	ANTENNA & CABLE CONFIGURATION
A11	CABLE NOTES AND COLOR CODING
A12	EQUIPMENT DETAIL
A13-A	ANTENNA, FIBER AND MOUNTING DETAILS
E1	UTILITY PLAN AND DETAILS
G1	GROUNDING SITE PLAN AND DETAILS
G2	GROUNDING SHELTER AND ANTENNA PLAN
G3	GROUNDING DETAILS

JOHN M. BANKS
 ARCHITECT
 604 FOX CLELL ROAD, SUITE 1000
 PFLUGERVILLE, TX 78660
 PHONE: (847) 272-4455-4782
 DIRECT: (847) 272-4455-4782
 EMAIL: JMBANKS@WESTCHESTERDESIGNS.COM

TITLE SHEET

T1



WESTCHESTER
SERVICES, LLC
ARCHITECTS
BARRINGTON, IL 60010
TELEPHONE: 847-271-0070
FAX: 847-271-0000
WWW.WESTCHESTERARCHITECTS.COM

creospan
1515 E WOODGATE RD. SUITE 800
SCHUMBERG, IL 60132

AT&T
ARCHITECTS
4401 W. WILSON AVENUE
CHICAGO, IL 60644

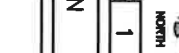
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14377412
60 HAWKS WATER TANK
2405 VILLAGE VIEW LOOP
PFLUGERVILLE, TX 78660

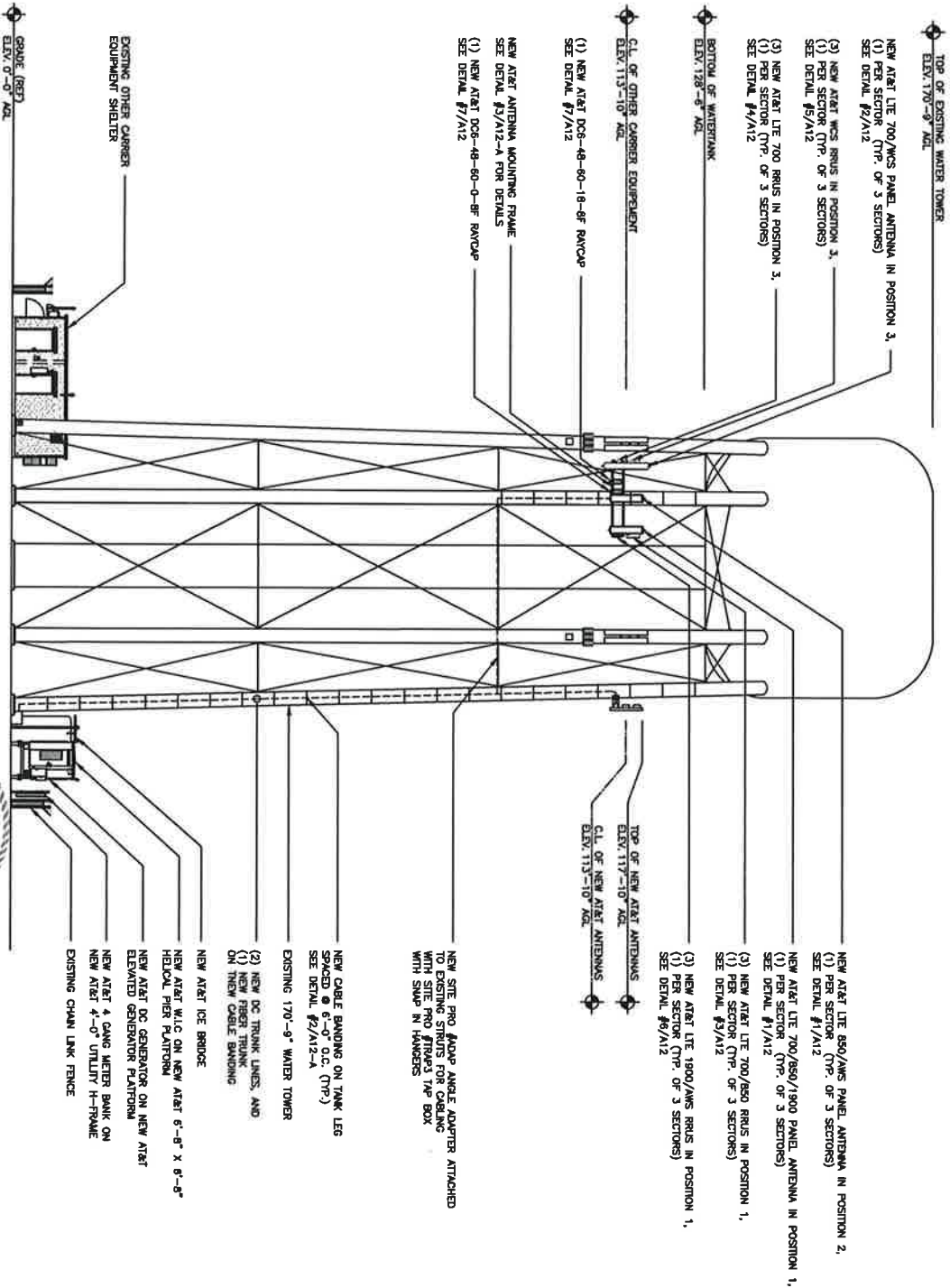
NO.	DATE	DESCRIPTION	DESIGNED BY	CHECKED BY	DATE
1	09.24.09	ISSUED FOR PERMIT/CONSTRUCTION	JMB	JMB	09.24.09
2	10.15.09	FOR PERMIT/CONSTRUCTION	JMB	JMB	10.15.09
3	01.20.10	REVISED FOR PERMIT/CONSTRUCTION	JMB	JMB	01.20.10

John M. Banks
DATE: 04.24.10
DRP NO. 04.24.10

JOHN M. BANKS
ARCHITECT
BARRINGTON, IL 60010
TELEPHONE: 847-271-0070
FAX: 847-271-0000
WWW.JOHNMBANKSARCHITECTS.COM

COMPOUND PLAN
SHEET TITLE
1
SHEET NO. A2





TOWER ELEVATION

WESTCHESTER SERVICES, LLC
 14377412
 BARBENTON, IL 60109
 TELEPHONE: 847-277-0070
 FAX: 847-277-0070
 WWW.WESTCHESTERSERVICES.COM

creospan
 15115 E WOODFORD RD, SUITE 600
 SCHMIDT, IL 60173

AT&T
 14377412
 BARBENTON, IL 60109
 TELEPHONE: 847-277-0070
 FAX: 847-277-0070
 WWW.AT&T.COM

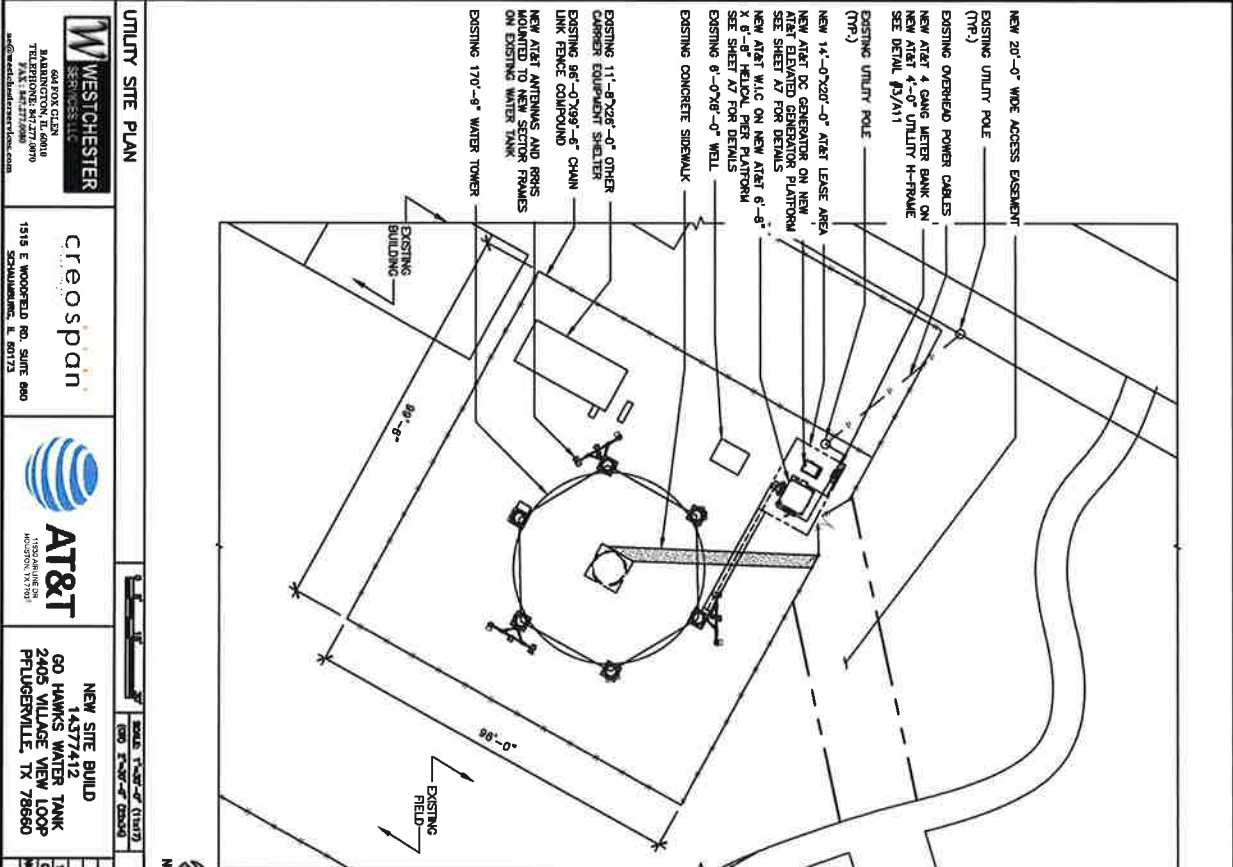
NEW SITE BUILD
 14377412
 60 HAWKS WATER TANK
 2405 VILLAGE VIEW LOOP
 FRUITSVILLE, TX 78660

NO.	DATE	REVISIONS	DESIGNED BY	DRAWN BY	CHECKED BY
1	03.24.10	ISSUED FOR CONSTRUCTION	JMB	JMB	JMB
2	03.24.10	FOR CONSTRUCTION	JMB	JMB	JMB

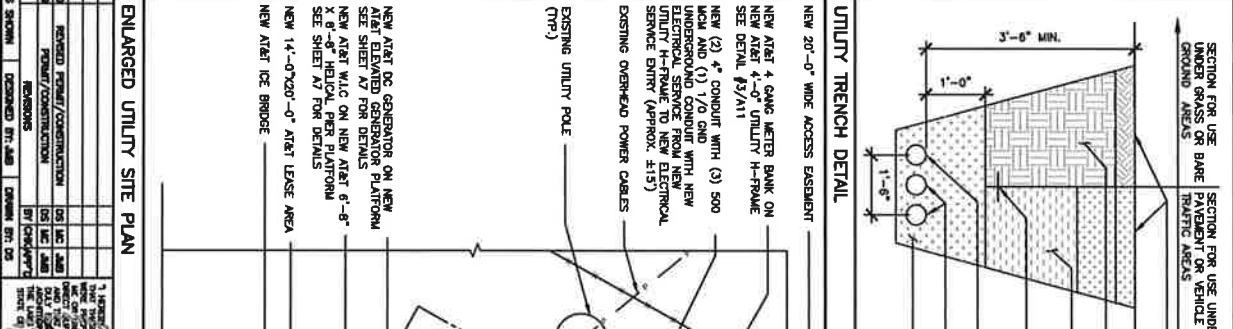
JOHN M. BANKS ARCHITECT
 14377412
 BARBENTON, IL 60109
 TELEPHONE: 847-277-0070
 FAX: 847-277-0070
 WWW.JOHNMBANKSARCHITECT.COM

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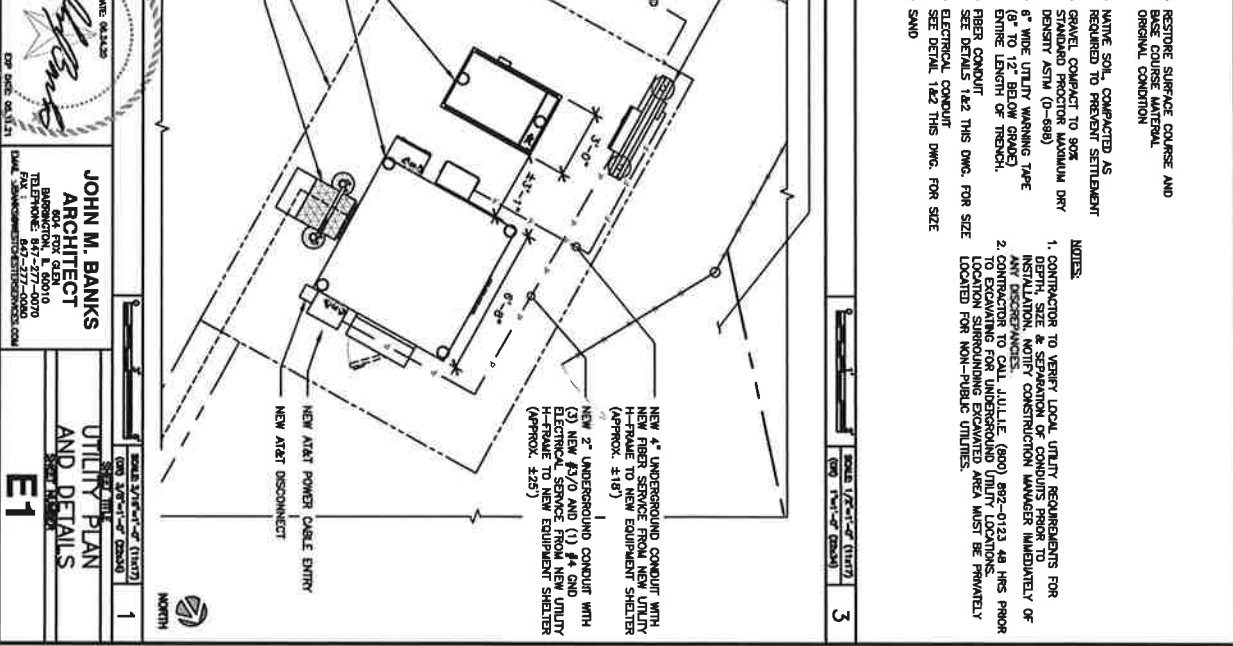
TOWER ELEVATION
 SHEET NUMBER
A4



UTILITY SITE PLAN 2 SCALE 1/8"=1'-0" (11x17) 0/0 1/4"=1'-0" (24x36)



UTILITY TRENCH DETAIL 3 SCALE 1/2"=1'-0" (11x17) 0/0 1/4"=1'-0" (24x36)



ENLARGED UTILITY SITE PLAN 1 SCALE 3/8"=1'-0" (11x17) 0/0 1/4"=1'-0" (24x36)

WESTCHESTER SERVICES LLC
601 FOX GLEN
BARBENTON, NJ 08003
TEL: 908-377-1070
www.westchesterservices.com

creospan
1515 E WOODFIELD RD. SUITE 600
SCARLETT, NC 28173

AT&T
14377412
NEW SITE BUILD
14377412
NEW SITE WATER TANK
2405 VILLAGE VIEW LOOP
FLUORVILLE, TX 78660

1 10/24/2010
2 10/24/2010
3 10/24/2010
4 10/24/2010
5 10/24/2010
6 10/24/2010
7 10/24/2010
8 10/24/2010
9 10/24/2010
10 10/24/2010

JOHN M. BANKS ARCHITECT
404 FOX GLEN
BARBENTON, NJ 08003
TEL: 908-377-1070
www.jmbanksarchitect.com

UTILITY PLAN AND DETAILS
E1

1. CONTRACTOR TO VERIFY LOCAL UTILITY REQUIREMENTS FOR DEPTH, SIZE & SEPARATION OF CONDUITS PRIOR TO ANY EXCAVATION.
2. CONTRACTOR TO CALL 800-892-0123 48 HRS PRIOR TO EXCAVATING FOR UNDERGROUND UTILITY LOCATIONS. LOCATION SURROUNDING EXCAVATED AREA MUST BE PROPERLY LOADED FOR NON-TURBULE UTILITIES.

RESTORE SURFACE COURSE AND ORIGINAL UNDERGROUND UTILITIES TO ORIGINAL CONDITION
MAINTENANCE REQUIRED TO PREVENT SETTLEMENT
GRAVEL COMPACT TO 30% MINIMUM DRY DENSITY (ASTM D-1557)
6" WIDE UTILITY WARNING TAPE
FIBER CONDUIT 1/2 THIS DIM. FOR SIZE
ELECTRICAL CONDUIT
SEE DETAIL 1/2 THIS DIM. FOR SIZE
SAND

Exhibit B

Description of Licensee's Communications Equipment, Antennas & Appurtenances

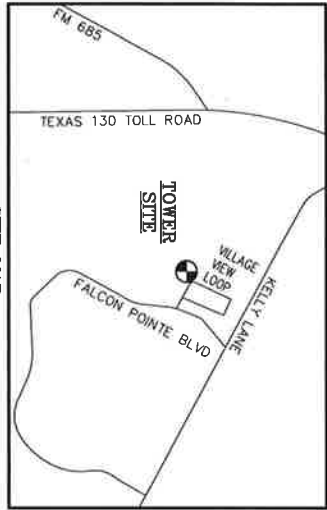
Proposed Antenna Configuration & Cable Schedule									
Sector	POS	Technology	Antenna	Antenna Height/ Centerline	Azimuth	TMA/RRU Model #	DC Surge Distribution	Cable Type	Cable Length
A	1	LTE 700, LTE 850, LTE 1900	{1}(N) CELLMEX CMA-BTLBHH-6526-20-20	113'	0	{1}(N) 4449 B5/B12 {1}(N) 8843 B2/B66A	{3}(N) DC6-48-60-18-8F {3}(N) DC6-48-60-0-8F	{3}(N) 24 PAIR FIBER {7}(N) 8AWG6 DC TRUNKS	240'
A	2	LTE 850, 5G 850, ATE AWS	{1}(N) CELLMEX CMA-BTLBHH-6526-20-20	113'	0	-			
A	3	LTE 700, LTE WCS	{1}(N) CCI TPA-65R-BU8DA-K	113'	0	{1}(N) 4478 B14 {1}(N) RRUS-32 B30			
B	1	LTE 700, LTE 850, LTE 1900	{1}(N) CELLMEX CMA-BTLBHH-6526-20-20	113'	120	{1}(N) 4449 B5/B12 {1}(N) 8843 B2/B66A			
B	2	LTE 850, 5G 850, ATE AWS	{1}(N) CELLMEX CMA-BTLBHH-6526-20-20	113'	120	-			
B	3	LTE 700, LTE WCS	{1}(N) CCI TPA-65R-BU8DA-K	113'	120	{1}(N) 4478 B14 {1}(N) RRUS-32 B30			
C	1	LTE 700, LTE 850, LTE 1900	{1}(N) CELLMEX CMA-BTLBHH-6526-20-20	113'	240	{1}(N) 4449 B5/B12 {1}(N) 8843 B2/B66A			
C	2	LTE 850, 5G 850, ATE AWS	{1}(N) CELLMEX CMA-BTLBHH-6526-20-20	113'	240	-			
C	3	LTE 700, LTE WCS	{1}(N) CCI TPA-65R-BU8DA-K	113'	240	{1}(N) 4478 B14 {1}(N) RRUS-32 B30			

SPECTRUM	Associated MHz
700 MHz LOWER B+C (10 MHz) E-UTRA Band 17	{B: 704-710 /734-740 MHz} {C: 710-716/740-746 MHz}
PCS MHz F+C3+C4 (15MHz) E-UTRA Band 2	{F: 1890-1895/ 1970-1975 MHz} {C3: 1975-1980 MHz} {C4: 1980-1985 MHz}
WCS MHz A+B (10 MHz) E-UTRA Band 30	{A:2305-2310 MHz/2350-2355 MHz} {B: 2310-2315 MHz/2355-2360 MHz}
850 - 20 MHz	{850 MHz}
AWS1_3 C+D+E+J (25 MHz) Band 4_66	{C: 1730-1735 and 2130-2135 MHz} {D: 1735-1740 and 2135-2140 MHz} {E: 1740-1745 and 2140-2145 MHz} {J: 1770-1780/2170-2180 MHz}
700 MHz UPPER D (10 MHz) Band 14	{D: 758-768 /788-798 MHz}
850 MHz AH (5MHz) E-UTRA Band 5	{850 MHz}

Exhibit C

Survey of the Premises in the Property

[See attached Survey]



**SITE MAP
NOT TO SCALE**

PLOTTABLE EXCEPTIONS
COURTHOUSE SPECIALISTS
ORDER NO.: 1829299A
DATE: JULY 3, 2018
SCHEDULE B

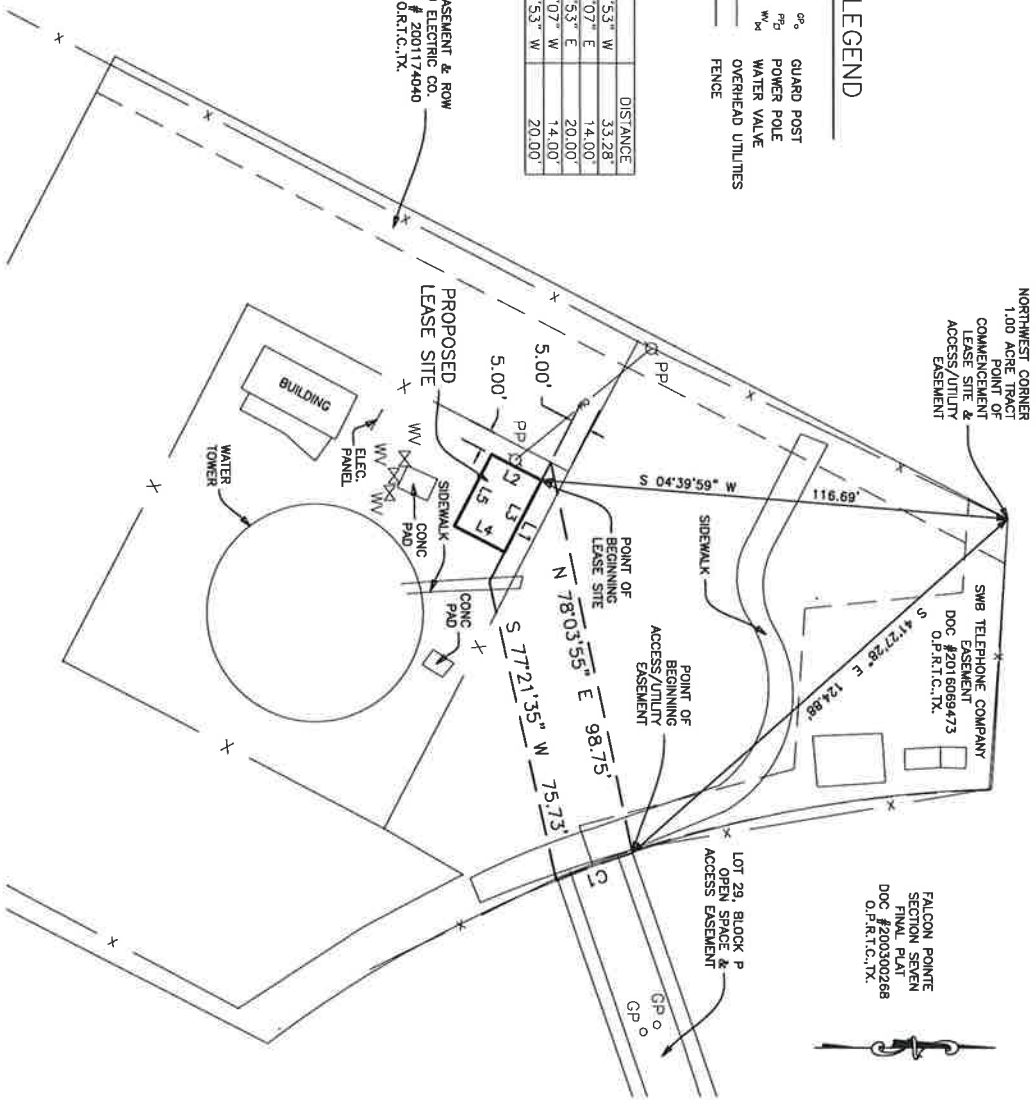
INSTRUMENT
DOC #200171440
DOC #2016089473
SHOWN
SHOWN

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	20.32'	238.61'	4:52:46"	S 19°42'52" E	20.31'

LINE	BEARING	DISTANCE
L1	N 62°40'53" W	33.28
L2	N 27°19'07" E	14.00
L3	S 62°40'53" E	20.00
L4	S 27°19'07" W	14.00
L5	N 62°40'53" W	20.00

- LEGEND**
- GP o GUARD POST
 - Pp o POWER POLE
 - Wv o WATER VALVE
 - o o OVERHEAD UTILITIES
 - x x FENCE

10' EASEMENT & ROW
TNU ELECTRIC CO.
DOC # 2001714040
O.R.I.C., TX.



WESTCHESTER SERVICES LLC
664 FOX CREEK
N. ALEXANDRIA, LA 71304
TEL: 800-833-7273
FAX: 847-277-6880
www.westchesterservices.com

Creospan
1315 E. WOODFIELD RD. SUITE 860
SCHMIDLAND, IL 60173

AT&T
1700 N. W. 137th Ave
Miami, FL 33187

FA #14917412
SOUTHWEST KELLY LN /
FALCON POINTE BLVD
PFLUGERVILLE, TX, 78660

NO.	DATE	REVISIONS	BY	CHKD BY
1	8/17/28	LANDMARKS ADDED	AF	CB
2	8/17/28	BOUNDARY SURVEY	AF	CB
3	8/17/28	REVISIONS	AF	CB

SCALE: AS SHOWN
DESIGNED BY: []
DRAWN BY: AF

SHEET TITLE
PLAT OF SURVEY
SHEET NUMBER
1 OF 2

METES AND BOUNDS DESCRIPTION OF PROPOSED LEASE SITE

BEING OUT OF A 1.00 ACRE TRACT CONVERTED FROM PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT TO CITY OF PFLUGERVILLE BY SPECIAL WARRANTY DEED DATED OCTOBER 17, 2002 AND RECORDED IN DOCUMENT NO. 2003040590 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND WITHIN THE CITY LIMITS OF PFLUGERVILLE, TEXAS;

COMMENCING AT A 1/2" IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID 1.00 ACRE TRACT;

THENCE: S 04°39'59" W -116.69 FEET TO THE POINT OF BEGINNING;

THENCE: N 27°19'07" E -14.00 FEET;

THENCE: S 62°40'53" E -20.00 FEET;

THENCE: S 27°19'07" W -14.00 FEET;

THENCE: N 62°40'53" W -20.00 FEET TO THE POINT OF BEGINNING CONTAINING (280.00 SQUARE FEET) 0.006 ACRES.

METES AND BOUNDS DESCRIPTION OF PROPOSED ACCESS/UTILITY EASEMENT

BEING OUT OF A 1.00 ACRE TRACT CONVERTED FROM PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT TO CITY OF PFLUGERVILLE BY SPECIAL WARRANTY DEED DATED OCTOBER 17, 2002 AND RECORDED IN DOCUMENT NO. 2003040590 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, BEING OUT OF THE JOHN DAVIS SURVEY NO. 13 IN THE TRAVIS COUNTY, TEXAS, AND WITHIN THE CITY LIMITS OF PFLUGERVILLE, TEXAS;

COMMENCING AT A 1/2" IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID 1.00 ACRE TRACT;

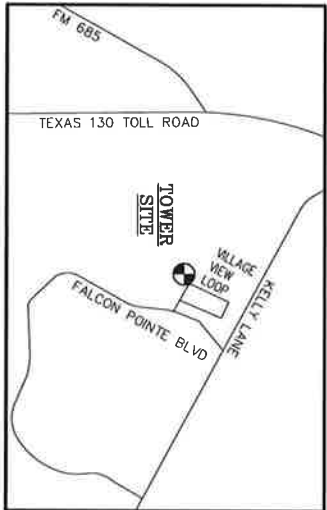
THENCE: S 41°27'28" E -124.88 FEET TO THE POINT OF BEGINNING

THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 20.32', WITH A RADIUS OF 238.61', WITH A CHORD BEARING OF S 19°42'52" E, WITH A CHORD LENGTH OF 20.31';

THENCE: S 77°21'35" W -75.73 FEET;

THENCE: N 62°40'53" W -33.28 FEET;

THENCE: N 78°03'55" E -98.75 FEET TO THE POINT OF BEGINNING CONTAINING (1800.30 SQUARE FEET) 0.041 ACRES.



LATITUDE & LONGITUDE

LATITUDE & LONGITUDE OF EXISTING TOWER IS BASED ON HORIZONTAL DATUM: NAD83

LATITUDE: N 30.464733	30°27'53.03"
LONGITUDE: W -97.586187	97°35'10.27"

LATITUDE AND LONGITUDE VALUES FOR THE ABOVE REFERENCED TOWER ARE ACCURATE TO WITHIN +/- 15 FEET HORIZONTALLY, AND THAT FOLLOWING TOWER SITE ELEVATION IS ACCURATE TO WITHIN +/- 3 FEET VERTICALLY.



STATE OF TEXAS
COUNTY OF GOLLAD

We, Barton & Associates Land Surveying, LLC, do hereby state that we have surveyed the above described lease site and that this plot represents the conditions found on April 9, 2018 at the time of this survey.

Cole E. Barton

Cole Barton, RPLS 6368

- SURVEYOR NOTES:**
1. FIELD WORK COMPLETED ON 07/12/18
 2. PREPARED FOR WESTCHESTER SERVICES
 3. SITE ADDRESS: SOUTHWEST KELLY LN. / FALCON POINTE BLVD. INTERSECTION PFLUGERVILLE, TX. 78660
 4. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A REGISTERED PUBLIC LAND SURVEYOR.
 5. THE UTILITIES AS SHOWN ON THIS DRAWING WERE DEVELOPED FROM THE INFORMATION AVAILABLE. THIS IS NOT IMPLIED NOR INTENDED TO BE THE COMPLETE INVENTORY OF UTILITIES IN THIS AREA. IT IS THE CLIENT'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES (WHETHER SHOWN OR NOT) AND PROTECT SAID UTILITIES FROM ANY DAMAGE.
 6. PARENT PARCEL LEGALS PROVIDED BY OTHERS.
 7. THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL. THIS SURVEY REPRESENTS THE LEASE AREA ONLY.
 8. THE LOCATION OF THE UNDERGROUND UTILITIES WAS DETERMINED BY FIELD OBSERVATION AND VISIBLE MARKINGS ONLY.
 9. VISIBLE STRUCTURES AND IMPROVEMENTS ONLY SHOWN NEAR THE PROPOSED LEASE SITE.
 10. AREA OF LEASE SITE: 280 SQ. FT.
 11. ONLY EASEMENTS THAT WILL AFFECT THE PROPOSED LEASE AREA AND PROPOSED EASEMENTS ARE SHOWN ON THIS DRAWING.

WESTCHESTER SERVICES LLC

604 FOX GLEN
WAY
PFLUGERVILLE, TX 78660
TELEPHONE: 817.271.0010
FAX: 817.271.0000
WWW.WESTCHESTERSERVICES.COM

creospan

1515 E WOODFIELD RD, SUITE 660
SCHULBERG, IL 60173

AT&T

1180 ARCADE DR
HOUSTON, TX 77059

EA #14377412
SOUTHWEST KELLY LN. /
FALCON POINTE BLVD.
INTERSECTION
PFLUGERVILLE, TX. 78660

NO.	DATE	BOUNDARY SURVEY REVISIONS	BY	CB	CA
1	4/9/18	BOUNDARY SURVEY	CEB	CB	CA

SCALE AS SHOWN DESIGNED BY: DRAMM BY: M