

SITE LEASE AGREEMENT

This **SITE LEASE AGREEMENT** (this "**Agreement**") is effective the date of the last signature on this Agreement (the "**Effective Date**") by and between City of Maricopa, a municipal corporation ("**Landlord**") and T-Mobile West LLC, a Delaware limited liability company ("**Tenant**").

Landlord and Tenant agree to the following:

1. **Property Description.**

a) Landlord is the owner of the real property located at 19000 N. Porter Rd. Maricopa, AZ 85138 as further described on **Exhibit A** (the "**Property**"). The Property includes the premises which is comprised of approximately 350 square feet plus the additional portions of the Property which Tenant requires for the use and operation of its facilities ("Land Space"), together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a 12' foot wide right-of-way ("**Access Right-of-Way**") extending from the nearest public right-of-way of N. Porter Road to the Land Space, and a 5' foot wide right-of-way (the "**Utilities Right-of-Way**") for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space (the Access Right-of-Way and the Utilities Right-of-Way are collectively referred to herein as the "**Rights of Way**"), said Land Space and Rights of Way (hereinafter collectively referred to as the "**Premises**") being substantially described in **Exhibit B**.

b) Landlord shall not unreasonably modify, interrupt or interfere with any communications, electricity, or other utility equipment and access serving the Property. Landlord shall grant Tenant 24 / 7 access to the Premises.

2. **Option.** Landlord grants to Tenant an option to lease the Premises on the terms and conditions described in this Agreement (the "**Option**"). The Option shall commence on the Effective Date and shall continue for a period of one (1) year (the "**Option Period**"). The Option Period will be automatically extended for up to one (1) additional one (1) year period, unless Tenant provides written notice to the Landlord of its election not to renew or exercise its Option. For the initial year of the Option Period Tenant shall pay Landlord nine hundred and 00/100 dollars (\$900.00). For the subsequent Option Period extension, Tenant shall pay Landlord nine hundred and 00/100 dollars (\$900.00). Upon Tenant's exercise of the Option, this Agreement will constitute a lease of the Premises on the terms and conditions described below (the "**Lease**").

3. **Landlord Cooperation.** During the Option Period and Term (as defined below), Landlord shall reasonably cooperate with Tenant's due diligence activities, which shall include, but not be limited to, access to the Property for inspections, testing, permitting related to the Permitted Uses (as defined below). If such due diligence activities involve boring or other invasive examinations, Tenant shall restore the affected portions of the Property to its condition prior to the performance of such due diligence activities. Landlord shall reasonably cooperate with Tenant in its efforts to obtain all zoning, land use and other applications for permits, licenses and approvals required for the Permitted Uses from all applicable governmental and quasi-governmental entities (collectively, the "**Governmental Approvals**") Landlord's cooperation shall include the prompt execution and delivery of any documents necessary to obtain and maintain Government Approvals or

utility services. Additionally, Landlord shall not take any actions which are in conflict with or interfere with Tenant's Governmental Approvals unless necessary for public health, safety or welfare.

4. Antenna Facilities and Permitted Uses. Tenant leases the Premises for its equipment, personal property and improvements associated with Tenant's wireless communications business (the "**Antenna Facilities**"). The Premises may be used for the construction, installation, operation, maintenance, repair, addition, modification, upgrading, removal or replacement of any and all Antenna Facilities (the "**Permitted Uses**") for no fee or additional consideration. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense and subject to Landlord's consent, which consent will not be unreasonably withheld, delayed or conditioned, may use any and all reasonable means as Tenant deems necessary to control, secure or restrict access to the Antenna Facilities. If necessary to maintain service, Tenant shall have the right to temporarily locate a cell-on-wheels, or other temporary antenna facility on the Property at a location mutually agreed upon by Landlord and Tenant.

5. Lease Term.

a) The Initial Term of the Lease shall be five (5) years commencing on the date of Tenant's exercise of the Option (the "**Commencement Date**"), and ending on the day immediately preceding the fifth (5th) anniversary of the Commencement Date (the "**Initial Term**"). The Initial Term, together with any Renewal Terms and Extended Periods are referred to collectively as the "**Term.**"

b) Provided Tenant is not in default hereunder, the Initial Term shall automatically renew for five (5) successive renewal terms of five (5) years each (each a "**Renewal Term**"), provided, however, that Tenant may elect not to renew by providing written notice prior to the expiration of the then current Term.

c) Upon the expiration of the final Renewal Term, provided Tenant is not in default hereunder, Tenant shall have the right to continue to occupy the Premises and the Term shall automatically extend for up to nine (9) successive one (1) year periods (each, an "**Extended Period**"). Landlord may terminate the renewal of any Extended Period by delivery of written notice at least six (6) months prior to the end of the then current Extended Period. Tenant may terminate any Extended Period at any time by delivery of written notice to Landlord.

6. Rent/Other Charges.

a) Upon the Commencement Date, Tenant shall pay Landlord rent in the amount of one thousand and 00/100 dollars (\$1,000.00) per month, (the "**Rent**"). Tenant shall deliver Rent to Landlord at the address specified in Section 15, or by electronic payment. The first Rent payment shall be due within twenty-five business (25) days after the Commencement Date. Subsequent Rent shall be payable by the fifth day of each month.

b) During the Term, monthly Rent shall be adjusted on each anniversary of the Commencement Date to an amount equal to two (2%) percent of the Rent in effect immediately prior to the adjustment date. The Rent shall continue to be paid on a monthly basis. The Rent for each Extended Period shall be an amount equal to one hundred two percent (102%) of the Rent for the immediately preceding Term.

c) Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question. Landlord shall cooperate with Tenant regarding the use of any electronic rent

payment systems or the provision of any associated documentation. Tenant may condition payment of Rent and any other sums payable under this Agreement upon Tenant's receipt of a duly completed IRS form W-9, or similar governmental form. Any charges payable under this Agreement other than Rent and taxes (which are covered in Section 13 below) shall be billed by Landlord to Tenant within twelve (12) months from the date the charges were incurred or due.

7. Installation of Improvements. In addition to the Antenna Facilities, Tenant agrees to install one (1) light pole ("Light Pole") with field lights and related appurtenances ("Field Lights") as depicted on Exhibit B. The Antenna Facilities shall be constructed, maintained and operated at Tenant's expense. Upon installation of the Light Pole and the Landlord's approval of the installation and connection, Tenant shall execute and deliver to the Landlord the Bill of Sale and Assignment in the form attached as Exhibit D to this Agreement to transfer its interests in the Light Pole to the Landlord. Following such transfer, Landlord will be solely responsible for the electrical costs associated with the Field Lights and ongoing maintenance and upkeep of the Light Pole and Field Lights, including changing out any light fixtures located thereon as necessary. Prior to replacing the Field Lights on the Light Pole holding Tenant's antennas and equipment (i) the Landlord must first submit written notice to Tenant of the need for replacement of the Field Lights; and (ii) any installation, removal and/or replacement work to be completed on the Light Pole shall be completed at the reasonable discretion and direction of Tenant. Tenant shall have one of its representatives present during any work performed on the Light Pole by or at the direction of the Landlord. Notwithstanding anything to the contrary herein, Tenant shall have a right to object to such replacement or modification of the Field Lights if in Tenant's reasonable discretion, modification of the Field Lights will compromise or adversely impact the structural integrity of the Light Pole or interfere with Tenant's use of the Premises or operations of its Antenna Facilities. The repair costs for any damage caused to Tenant's equipment or Antenna Facilities resulting from the performance of such work by the Landlord or by any party performing such work on behalf of the Landlord, shall be borne by the Landlord. Upon the expiration or termination of this Agreement, for breach or otherwise, Tenant shall remove the Antenna Facilities.

8. Interference. Tenant 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. In the event any of Tenant's installed equipment causes such interference, and after Landlord has notified Tenant in writing of such interference, Tenant will take all commercially reasonable steps necessary to correct and eliminate the interference including but not limited to, at Tenant's option, powering down such equipment and later powering up such equipment for intermittent testing. Landlord shall not be entitled to terminate this Agreement or relocate the equipment as long as Tenant is making a good faith effort to remedy the interference issues, unless the Federal Communications Commission makes a determination which is final and non-appealable or which is affirmed and becomes final after the exhaustion of all available appeals concluding that the Tenant's use as set forth in this Agreement presents a material risk to the public health or safety, in which case, either Landlord or Tenant may terminate this Agreement upon one (1) day notice to the other party. Landlord agrees that Landlord 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 that is measurable in accordance with then existing industry standards to the then existing equipment of Tenant unless such installation is required by Landlord for public health, safety and welfare. The parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Section and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

9. Utility Services.

a) Tenant shall have the right to connect to, maintain, repair, upgrade, remove or replace the existing utility related equipment located on the Premises provided it does not impair or impede Landlord's utility services. Tenant shall have the right to install new utility related equipment on the Premises (including a generator) to service its Antenna Facilities, or cell-on-wheels on, or serving the Property (collectively, the "Utility Facilities").

b) Tenant shall be responsible for all utilities charges for electricity, or any other utility service used by Tenant on the Premises. Tenant shall install separate meters for Tenant's utility usage.

10. Termination. Tenant may terminate this Agreement without further liability, upon thirty (30) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ("FCC") ruling or regulation that is beyond the control of Tenant; (iii) technical or economic reasons; or (iv) if Tenant is unable to obtain any Governmental Approval required for the construction or operation of Tenant's Antenna Facilities. Upon ninety (90) days prior written notice to Landlord, Tenant may terminate this Agreement for any or no reason.

11. Casualty and Condemnation. If the Premises or Antenna Facilities are damaged or destroyed by wind, fire or other casualty, Tenant shall be entitled to negotiate, compromise, receive and retain all proceeds of Tenant's insurance and other claims and Tenant may terminate the Lease by written notice to Landlord. If the Premises or Antenna Facilities are taken or condemned by power of eminent domain or other governmental taking, then: (a) Tenant shall be entitled to negotiate, compromise, receive and retain all awards attributable to (i) the Antenna Facilities, (ii) any moving or relocation benefit available to Tenant and (iii) any other award available to Tenant that is not attributable to Landlord's title to or interest in the Property. If the Antenna Facilities are not operational due to casualty Tenant shall have the right to abate the Rent for that period time. In addition, Tenant may terminate the Lease by written notice to Landlord.

12. Default and Right to Cure. Except as otherwise specified in this Agreement, a party shall be deemed in default under this Agreement if it fails to make any payment, or to perform any obligation required of it within any applicable time period specified and does not commence curing such breach within thirty (30) days after receipt of written notice of such breach from the non-defaulting party ("Default"). This Agreement, or Tenant's rights of possession shall not be terminated due to any Tenant Default unless: (a) the Default is material; (b) Landlord shall have given Tenant not less than thirty (30) days prior written notice, after the expiration of the cure period described above, and Tenant fails to cure or commence the cure of such Default within the second thirty (30) day notice period; and (c) Landlord lacks any other adequate legal or equitable right or remedy. If there is any conflict between this Section and other remedies available under applicable state law, the provisions of this Section shall apply.

13. Taxes. Tenant shall have the responsibility to pay any personal property, real estate taxes, assessments, privilege taxes or charges owed on the Property which Landlord demonstrates is the result of Tenant's use of the Premises and/or the installation, maintenance, and operation of the Antenna Facilities, and any sales tax imposed on the Rent, including any increase in real estate taxes on the Property which Landlord demonstrates arises from the Tenant's improvements and/or Tenant's use of the Premises. Landlord and Tenant 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 Landlord or Tenant at

the Property. Notwithstanding the foregoing, Tenant shall not have the obligation to pay any tax, assessment or charge that Tenant 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 Section shall be construed as making Tenant liable for any portion of Landlord's income, gross receipts or net worth taxes in connection with the Property or otherwise. Except as set forth in this Section, Landlord shall have the responsibility to pay any personal property, real estate taxes, assessments or charges owed on the Property and shall do so before the imposition of any lien on the Property. Tenant shall have the responsibility to file an affidavit and pay any personal property taxes, assessment, or charges owed on the Antenna Facilities. Tenant 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 Tenant is wholly or partly responsible for payment. Landlord shall reasonably cooperate with Tenant at Tenant's 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 as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by Landlord for any taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment. In the event that Tenant does not have standing right to pursue a good faith and reasonable dispute of any taxes under this Section, Landlord will pursue such dispute at Tenant's sole cost and expense upon written request of Tenant. Where Tenant is notified by a governmental authority that taxes or fees are required to be withheld by Tenant on payments made to Landlord, Tenant may deduct such taxes from the amount owed Landlord and remit such withholdings to the requesting governmental authority and Tenant shall be treated as having paid the invoiced amount in full, notwithstanding the deduction and remission of any withholding and remission of tax. At Landlord's request, Tenant will deliver to Landlord evidence of taxes or fees withheld and remitted

14. Insurance and Subrogation and Indemnification.

a) During the Term, Tenant and Landlord each shall maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Each party may satisfy this requirement by obtaining the appropriate endorsement to any master insurance policy such party may maintain. Tenant and Landlord shall each maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for their respectively owned real or personal property.

b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of an insured loss, neither party's insurance company shall have a subrogated claim against the other party.

c) Except to the extent caused by the negligent acts or willful misconduct of Landlord, its agents or employees, Landlord shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Tenant or Tenant's agents, employees or assigns. Tenant shall indemnify, defend and hold harmless Landlord, its elected officials, officers, employees, agents and representatives from and against any and all claims, losses, expenses, demands, actions or causes of action (collectively, the "Claims"), including reasonable attorneys' fees and other actual and reasonable costs and expenses of litigation, which may be asserted against or incurred by Landlord or for which Landlord may be held liability, to the extent such Claims result from the negligence, willful misconduct or fault of Tenant or its employees, agents, contractors, or sublessees in connection with any material breach of this Agreement or from the installation, operation, use, maintenance, repair, removal or presence of Tenant's utilities, antennas,

equipment, facilities, fixtures, improvements and personal property on the Premises. Such indemnity shall not be limited by reasons of remuneration of any insurance coverage.

d) To the extent permissible by law, Landlord shall indemnify, defend and hold harmless Tenant, its employees and agents from all suits, actions, demands, losses, costs or damages of every kind and description, including any actual and reasonable attorneys' fees and other actual and reasonable costs and expenses of litigation which may be brought or made against or incurred by Tenant of account of injuries, death or damages received or sustained by any person, persons or property on account of any negligent or willful act, omission, neglect or misconduct of Landlord, its employees, agents or anyone acting on Landlord's behalf or under its direction, arising under this Agreement. The provisions of this Section, however, shall not apply to loss or damage or claims to the extent they are attributable to acts or omissions of the Tenant, its employees, agents, representatives, contractors, or sublessees. Such indemnity shall not be limited by reasons of remuneration of any insurance.

e) Tenant shall not be responsible or liable to Landlord or any third party for any claims, damages, costs, expenses, including liens, fines, penalties or other enforcement actions, attributable to any pre-existing violations of applicable laws, codes, ordinances or other regulations relating to the Property (collectively, "**Pre-Existing Violations**"). To the extent Tenant is or may be required to cure such Pre-Existing Violations in order to obtain any Governmental Approvals for its Permitted Uses of the Premises, however, Tenant shall have the right, but not the obligation, to cure such Pre-Existing Violations and deduct the curative costs from Rent payable under this Agreement.

f) The provisions of subsections (b), (c) and (d) above shall survive the expiration or termination of this Agreement.

15. Notices. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/Site
#PH31207A

If to Landlord, to:

City of Maricopa
PO Box 610
Maricopa, AZ 85139
Attn: City Manager

Per the W-9 Form Rent is to be paid to:

City of Maricopa
39700 W. Civic Center Plaza
Maricopa, AZ 85138

16. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants that: (a) Landlord has full right, power and authority to execute and perform this Agreement and to grant Tenant the leasehold

interest and Easements contemplated under this Agreement; (b) Landlord has good and unencumbered title to the Property, free and clear of any liens or Mortgages (defined below) which will not interfere with Tenant's Permitted Uses and rights under this Agreement; (c) the execution and performance of this Agreement shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on Landlord; (d) Tenant's use and quiet enjoyment of the Premises will not be disturbed; and (e) Landlord will be responsible, at its sole cost and expense, for maintaining all portions of the Property in good order and condition and in compliance with all applicable laws.

17. Environmental Laws. Landlord and Tenant shall comply with all federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the "**Hazardous Substances**"). Tenant shall be responsible for all losses or damage caused by any Hazardous Substances that Tenant, its employees, agents, representatives, contractors, or sublessees may bring onto the Property and will indemnify Landlord for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law. Landlord shall be responsible for all losses or damage caused by any Hazardous Substances that Landlord, its employees, agents or anyone acting on Landlord's behalf or under its direction may bring onto or cause to enter the Property, except those brought onto the Property by Tenant its employees, agents, representatives, contractors, or sublessees, and will indemnify Tenant for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law. Landlord represents that it has no actual knowledge of any Hazardous Substances on the Property.

18. Assignment.

a) Tenant shall have the right to assign, or otherwise transfer this Agreement without any approval or consent of the Landlord to the Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of Landlord, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Tenant or transfer upon partnership or corporate dissolution of Tenant shall constitute an assignment hereunder. Tenant shall not sublet, lease or allow co-location on any portion of the Premises without Landlord's prior consent, which will not be unreasonably withheld, delayed or conditioned. , Upon an assignment or transfer in accordance with the provisions hereof, Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the transferee for performance under this Agreement. Upon receipt of a written request from Tenant, Landlord shall promptly execute an estoppel certificate.

b) Upon written notice to Tenant and provided any purchaser, assignee or transferee fully assumes all of the obligations and liabilities of Landlord under this Agreement, Landlord may sell, assign or transfer this Agreement without any approval or consent of the Tenant

19. Relocation.

a) Landlord must provide Tenant at least six (6) months written notice of any repairs, maintenance or other work (the "**Work**") during the Term of the Lease which would require the temporary relocation of the Antenna Facilities. Landlord agrees that the Work will not limit or interfere with Tenant's

Permitted Uses of the Premises. Landlord will reimburse Tenant for all reasonable expenses of relocating to accommodate the Work. If necessary, in Tenant's sole determination, Tenant may elect to install a temporary communications facility (e.g. a "cell on wheels," or "COW") in another mutually agreeable location on the Property that provides Tenant coverage and service levels similar to those of the Antenna Facilities at the original location, while the Work is being performed. Tenant shall have the right to reinstall its Antenna Facilities immediately upon the completion of the Work. Tenant or its designee shall have the right to accompany Landlord, its agents or contractors whenever the Work is being performed on the Premises. Notwithstanding anything to the contrary, Landlord shall not have the right to permanently relocate the Antenna Facilities except as set forth herein.

b) If Landlord desires to redevelop, modify, remodel, or in any way alter its Property or any improvements thereon ("**Redevelopment**"), Landlord shall in good faith use its best efforts to fully accommodate Tenant's continuing use of the Premises. If both parties to this Agreement determine that the Redevelopment necessitates permanent relocation of the Antenna Facilities, Landlord shall have the right, subject to the following provisions of this section, to relocate the Antenna Facilities, or any part thereof, to an alternate location on the Property (the "**Relocation Premises**"), provided, however, that: (i) Landlord may only relocate Tenant once during the Lease; (ii) Landlord may only relocate Tenant after the Initial Term; (iii) Landlord must give Tenant not less than twelve (12) months written notice prior to such relocation; (iv) all costs and expenses associated with or arising out of such relocation (including, without limitation, approval and permitting costs) shall be paid by Landlord; (v) such relocation shall be performed exclusively by Tenant or its agents; and (vi) such relocation shall not limit or interfere with Tenant's Permitted Uses of the Premises. Landlord shall exercise its relocation right by delivering written notice to Tenant pursuant to the Lease and shall identify in the notice the proposed Relocation Premises on the Property. If, in Tenant's reasonable judgment, no suitable Relocation Premises can be identified on the Property, then Tenant shall have the right to terminate the Lease upon written notice to Landlord, without penalty or further obligation

20. Marking and Lighting Requirements. If any tower or other support structure for Tenant's Antenna Facilities is owned by Landlord, Landlord acknowledges that Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with these requirements.

21. Damage to Property. Tenant shall promptly repair any damage to Landlord's Property or improvements caused solely by Tenant's construction, installation, maintenance or use of its equipment on the Premises.

22. Liens. Tenant shall keep the Premises and every part thereof free and clear of any and all mechanic's, materialman's or other liens for or arising out of or in connection with the work or labor done, services performed or materials or appliances used or furnished for or in connection with any operations of Tenant, any alteration, improvement, repairs or additions which Tenant may make or permit or caused to be made or any work or construction by, for or permitted by Tenant on or about the Premises or any obligations of any kind incurred by Tenant, and at all times, Tenant shall promptly and fully pay and discharge any and all claims on which any such lien is based, and agrees to indemnify Landlord against all such liens and claims of liens and suits and other proceedings pertaining thereto, except to the extent such claims or liens are caused by the improvement, negligence or willful misconduct of Landlord, or Landlord's employees, agents or representatives.

23. Limitation of Liability. Except for indemnification pursuant to Section 13, neither party shall be liable to the other, or any of their respective employees, agents or representatives, 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.

24. Removal at End of Term. Tenant shall, upon expiration of the Term, Renewal Term or Extended Period, as the case may be, or within ninety (90) days after any earlier termination of this Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. Landlord agrees and acknowledges that all of the equipment, conduits, fixtures, and personal property of Tenant shall remain the personal property of Tenant and Tenant shall have the right to remove the same at any time during the Term, Renewal Term or Extended Period, as the case may be, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Section ____). If such time for removal causes Tenant to remain on the Premises after termination of this Agreement, Tenant shall pay Rent at the then existing rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

25. Holdover. Tenant has no right to retain possession of the Premises or any part thereof beyond the expiration of the removal period set forth in Section 23, unless the parties are negotiating a new lease or lease extension in good faith. In the event that the parties are not in the process of negotiating a new lease or lease extension in good faith and Tenant holds over in violation of Section 23 and this Section 24, then the Rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Section 23 shall be increased to one hundred ten percent (110%) of the Rent applicable during the month immediately preceding such expiration or earlier termination.

26. Applicable Laws. During the Term of this Agreement, Landlord shall maintain the Property 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"). Tenant shall, in respect to the condition of the Premises and at Tenant's sole cost and expense, comply with (a) all Laws relating solely to Tenant's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by Tenant in the Premises.

27. 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.

28. Arbitration. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree to attempt to settle the dispute by nonbinding arbitration before commencement of litigation. The arbitration shall be held under the rules of the American Arbitration Association. The matter in dispute shall be submitted to an arbitrator mutually selected by

Landlord and Tenant. In the event the parties cannot agree upon the selection of an arbitrator within seven (7) days, then within three (3) days thereafter, the parties shall request the presiding judge of the Superior Court in and for the County of Pinal, State of Arizona, to appoint an independent arbitrator. The cost of any such arbitration shall be divided equally between the Landlord and Tenant. The results of the arbitration shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the final decision of the arbitrator.

29. As Is/Acceptance. Tenant hereby acknowledges, agrees and represents to Landlord that (i) Tenant is leasing the Premises in an "AS IS" "WHERE IS" condition and (ii) Landlord has no obligation to repair or correct any such facts, circumstances, conditions or defects to compensate Tenant for the same. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Premises or any portion or aspect thereof, or with respect to the suitability or fitness thereof for the conduct of Tenant's business or for any other purpose.

30. Use of Public Rights-of-Way.

a) Landlord hereby grants to Tenant the right to use the municipal public right-of-way for the installation, maintenance and operation of Tenant's communications equipment in and/or upon utility poles and/or other improvements and/or facilities owned by Landlord or by third parties and located within said public right-of-way. Landlord agrees that the annual rental as described in Section above includes any fee or rent associated with Tenant's use of the public rights-of-way, and in no event shall Tenant be obligated to pay Landlord any other rent or fee in connection with such use of any of the public rights-of-way.

b) All communications equipment shall be installed in accordance with applicable Federal, State, and City regulations and, in the absence of such regulations, in accordance with accepted industry practice. Tenant shall comply with all laws, ordinances, rules and regulations adopted by the City Council of Landlord with respect to all communications equipment installed in any public right-of-way. Within the public rights-of-way, the location of the communications equipment shall be subject to the reasonable and proper regulation, direction and control of the Landlord or the official to whom such duties have been delegated by Landlord. Notwithstanding the foregoing, in the event Tenant is unable or unwilling to comply with all rules and regulations adopted by the City Council of Landlord or to any regulation, direction or control of Landlord or any official delegated by Landlord, Tenant shall have the right to terminate this Agreement upon written notice to Landlord.

c) Tenant and its contractors shall give Landlord reasonable notice of the dates, location, and nature of all work to be performed on its communications equipment within the public rights-of-way. This Agreement shall allow Tenant to perform all work on Tenant's communications equipment within the public rights-of-way and to park vehicles in the streets and other public rights-of-way when necessary for the installation, replacement, abandonment, operation or maintenance of Tenant's communications equipment. Tenant and contractors performing work for Tenant shall not be required to pay any fee in order to perform work on Tenant's communications equipment, or park within the streets and other public rights-of-way. Following completion of work in the public rights-of-way, Tenant shall repair any affected public rights-of-way as soon as possible, but no later than the time frame established by the permit issued by the Landlord. No street, alley, highway or public place shall be encumbered for a longer period than shall be necessary to execute the work authorized by this Agreement.

31. Miscellaneous.

a. The prevailing party in any litigation or other legal proceedings arising under this Agreement (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing party for reasonable attorneys' fees and expenses.

b. This Agreement, including all Exhibit attached hereto, constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and Property. Any amendments to this Agreement must be in writing and executed by both parties.

c. Landlord agrees to cooperate with Tenant in executing any documents which Tenant deems necessary to insure, protect Tenant's rights in, or use of, the Premises. Landlord shall execute and deliver: (i) a Memorandum of Lease in substantially the form attached as Exhibit C; and (ii) if the Property is encumbered by a deed, mortgage or other security interest (each, a "Mortgage"), a subordination, non-disturbance and attornment agreement using Tenant's form.

d. This Agreement shall be construed in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county.

e. If any term of this Agreement is found to be void or invalid, the remaining terms of this Agreement shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.

f. Each party hereby represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Agreement.

g. This Agreement and the interests granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

h. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Agreement shall legally bind the parties to the same extent as original documents.

i. The provisions of A.R.S. §38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.

j. The failure of Landlord or Tenant to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

k. Tenant warrants that no person has been employed or retained to solicit or secure this

Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the Landlord shall have the right to annul this Agreement without liability.

I. Tenant shall not participate in, and agrees not to participate in during the term of this Agreement a boycott of Israel in accordance with A.R.S. §35-393.01.

LANDLORD: City of Maricopa,
a municipal corporation

By: _____
Christian Price, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Vanessa Bueras, City Clerk

Denis Fitzgibbons, City Attorney

TENANT: T-Mobile West LLC,
a Delaware limited liability compent

By: _____

Printed Name: _____

Title: _____

Date: _____

T-Mobile Legal Approval

EXHIBIT A
Legal Description

The Property is legally described as follows:

THAT PORTION OF THE EAST HALF OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 3 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 26;

THENCE NORTH 00 DEGREES 06 MINUTES 17 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26 A DISTANCE OF 1,924.96 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 43 SECONDS WEST A DISTANCE OF 165.61 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF PORTER ROAD AND THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 89 DEGREES 36 MINUTES 00 SECONDS EAST, A DISTANCE OF 7,055.00 FEET;

THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY 311.58 FEET ALONG THE ARC OF SAID CURVE, BEING CONCAVED TO THE EAST. THROUGH A CENTRAL ANGLE OF 02 DEGREES 31 MINUTES 50 SECONDS TO A POINT, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 06 MINUTES 28 SECONDS WEST, A DISTANCE OF 572.62 FEET;

THENCE SOUTH 00 DEGREES 50 MINUTES 43 SECONDS EAST, A DISTANCE OF 482.52 FEET TO THE NORTHERLY RIGHT-OF-WAY OF ADAMS WAY AND THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS NORTH 16 DEGREES 22 MINUTES 07 SECONDS WEST A DISTANCE OF 470.00 FEET;

THENCE WESTERLY ALONG SAID RIGHT-OF-WAY 127.34 FEET ALONG THE ARC OF SAID CURVE, BEING CONCAVED TO THE NORTH THROUGH A CENTRAL ANGLE OF 15 DEGREES 31 MINUTES 24 SECONDS;

THENCE NORTH 00 DEGREES 50 MINUTES 43 SECONDS WEST, A DISTANCE OF 858.63 FEET;

THENCE NORTH 34 DEGREES 52 MINUTES 55 SECONDS EAST, A DISTANCE OF 217.78 FEET;

THENCE NORTH 89 DEGREES 16 MINUTES 29 SECONDS EAST, A DISTANCE OF 619.40 FEET TO THE WESTERLY RIGHT-OF-WAY OF PORTER RD AND THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS SOUTH 83 DEGREES 30 MINUTES 51 SECONDS EAST, A DISTANCE OF 7,055 FEET;

THENCE SOUTHERLY 536.29 FEET ALONG THE ARC OF SAID CURVE, BEING CONCAVED TO THE EAST, THROUGH A CENTRAL ANGLE OF 04 DEGREES 21 MINUTES 19 SECONDS TO THE POINT OF BEGINNING

EXHIBIT B

Subject to the terms and conditions of this Agreement, the location of the Premises is generally described and depicted as shown below or in the immediately following attachment(s):

However, it is expressly agreed and understood by and between the Landlord and Tenant that the exact and precise location of the Tenant's Antenna Facilities are subject to review and approval by the planning and/or zoning Boards having jurisdiction over the "Premises".

Notwithstanding anything to the contrary, the specific number and type of equipment described in the Exhibit is for illustrative purposes only and in no way limits Tenant's ability to alter, replace, add to, expand, enhance, modify, supplement, replace, refurbish, relocate or upgrade any such equipment within the Premises.

LEASE AREA LEGAL DESCRIPTION

THAT PORTION OF THE EAST HALF OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 3 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, AS SHOWN ON MINOR LAND DIVISION FOR "COMMUNITY OF HOPE CHURCH", AS RECORDED IN BOOK 22 OF SURVEYS, PAGE 191, IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY;

THENCE ALONG THE WESTERLY LINE OF SAID LOT 1, NORTH 00°50'43" WEST, A DISTANCE OF 749.59 FEET;
THENCE LEAVING SAID WESTERLY LINE, NORTH 90°00'00" EAST, A DISTANCE OF 9.21 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 14.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 25.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 14.00 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 350 SQUARE FEET.

5' UTILITY EASEMENT

THAT PORTION OF THE EAST HALF OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 3 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, BEING A 5.00 FOOT WIDE EASEMENT, LYING 2.50 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, AS SHOWN ON ON MINOR LAND DIVISION FOR "COMMUNITY OF HOPE CHURCH", AS RECORDED IN BOOK 22 OF SURVEYS, PAGE 191, IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY;

THENCE ALONG THE WESTERLY LINE OF SAID LOT 1, NORTH 00°50'43" WEST, A DISTANCE OF 749.59 FEET;
THENCE LEAVING SAID WESTERLY LINE, NORTH 90°00'00" EAST, A DISTANCE OF 9.21 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 14.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 25.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 11.50 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 57.95 FEET;
THENCE SOUTH 60°53'14" EAST, A DISTANCE OF 22.41 FEET TO THE POINT OF TERMINATION.

CONTAINING AN AREA OF 402 SQUARE FEET.

12' ACCESS EASEMENT

THAT PORTION OF THE EAST HALF OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 3 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, BEING A 12.00 FOOT WIDE EASEMENT, LYING 6.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, AS SHOWN ON ON MINOR LAND DIVISION FOR "COMMUNITY OF HOPE CHURCH", AS RECORDED IN BOOK 22 OF SURVEYS, PAGE 191, IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY;

THENCE ALONG THE WESTERLY LINE OF SAID LOT 1, NORTH 00°50'43" WEST, A DISTANCE OF 749.59 FEET;
THENCE LEAVING SAID WESTERLY LINE, NORTH 90°00'00" EAST, A DISTANCE OF 9.21 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 14.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 25.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 49.06 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 26.23 FEET;
THENCE SOUTH 03°48'13" EAST, A DISTANCE OF 39.67 FEET
THENCE SOUTH 03°57'13" WEST, A DISTANCE OF 35.62 FEET;
THENCE SOUTH 12°51'15" WEST, A DISTANCE OF 25.39 FEET;
THENCE SOUTH 05°06'05" WEST, A DISTANCE OF 46.78 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 495.74 FEET;
THENCE NORTH 78°21'37" EAST, A DISTANCE OF 64.45 FEET;
THENCE NORTH 90°00'00" EAST, 73.26 FEET TO THE POINT OF TERMINUS ON THE WEST RIGHT OF WAY LINE OF PORTER ROAD.

CONTAINING AN AREA OF 10,274 SQUARE FEET.

00026976 2 Site Number:
Site Lease - version 8.11.14
Site Name: Pacana Park
Market: PHX

EXHIBIT C

Memorandum of Lease

After Recording, Mail To:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/Site #PH31207A

APN: 501-24-001Q

MEMORANDUM OF LEASE

A Site Lease Agreement (the "Agreement") by and between City of Maricopa, a municipal corporation ("Landlord") and T-Mobile West LLC, a Delaware limited liability company ("Tenant") was made regarding a portion of the following property (as more particularly described in the Agreement, the "Premises"):

See Attached **Exhibit A** incorporated herein for all purposes.

Without limiting the terms and conditions of the Agreement, Landlord and Tenant hereby acknowledge the following:

1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Agreement.
2. Pursuant to the Agreement Landlord has granted Tenant an option to lease the Premises (the "Option") on the terms and conditions described in this Agreement for an initial term of one (1) year commencing on the Effective Date, which term may be extended by Tenant for an additional one (1) year Option.
3. Provided that the Option has been exercised by Tenant, the Agreement shall constitute a lease (the "Lease"), the term of which shall initially be for five (5) years and will commence on the date upon which Tenant exercises its Option (the "Commencement Date").
4. Tenant shall have the right to extend the Lease for five (5) additional and successive five-year terms.
5. This memorandum is not a complete summary of the Lease. It is being executed and recorded solely to give public record notice of the existence of the Option and the Lease with respect to the Premises. Provisions in this memorandum shall not be used in interpreting the Lease provisions and in the event of conflict between this memorandum and the said unrecorded Lease, the unrecorded Lease shall control.

6. This memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

00026976 2

Site Number: PH31207A
Site Name: Pacana Park
Market: PHX

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: City of Maricopa,
a municipal corporation

By: _____

Printed Name: _____

Title: _____

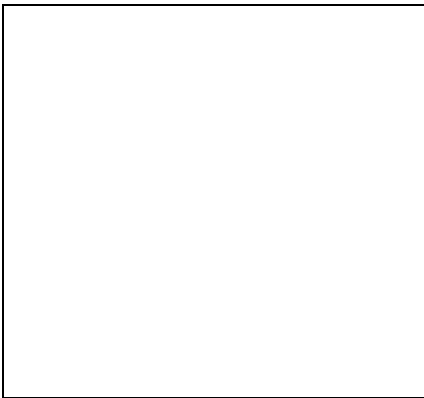
Date: _____

[Landlord Notary block for a Corporation, Partnership, or Limited Liability Company]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by _____, [title] _____ of _____ a _____ [type of entity], on behalf of said _____ [name of entity].

Dated: _____



Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

TENANT: T-Mobile West LLC,
a Delaware limited liability company

By: _____

Printed Name: _____

Title: _____

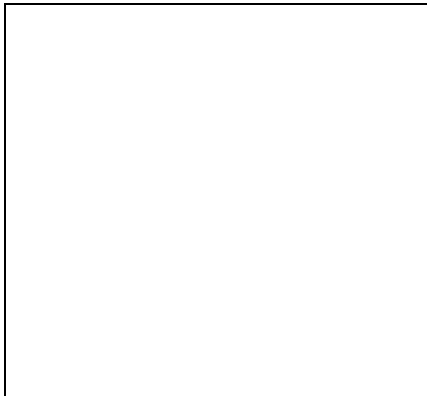
Date: _____

[Notary block for Tenant]

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of T-Mobile West LLC, a Delaware Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

**Memorandum of Lease - Exhibit A
Legal Description**

The Property is legally described as follows:

00026976 2

Site Number: PH31207A
Site Name: Pacana Park
Market: PHX

EXHIBIT D

(Bill of Sale and Assignment)

See following page(s).

00026976 2

Site Number: PH31207A

Site Name: Pacana Park

Market: PHX

BILL OF SALE AND ASSIGNMENT

This Bill of Sale and Assignment (the "Bill of Sale") is made as of the ____ day of _____, 20__ (the "Effective Date") by T-Mobile West LLC, a Delaware limited liability company, with its principal offices located at T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006 ("T-Mobile"), in favor of City of Maricopa, a municipal corporation ("Landlord"), with offices located at 39700 W. Civic Center Plaza Maricopa, AZ 85138.

For good and valuable consideration received by Landlord, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby:

1. T-Mobile hereby sells, assigns, transfers, conveys and delivers to Landlord all of T-Mobile's right, title and interest in and to that certain Light Pole more particularly described in that certain Option and Easement Agreement dated _____ and constructed on the Property described in Exhibit A-1 attached hereto and incorporated herein by this reference, and each and every component thereof (collectively, "Light Pole").

2. T-Mobile hereby represents and warrants to the best of T-Mobile's knowledge as follows:

a. T-Mobile owns and has merchantable title to the Light Pole free and clear of all any and all liens, encumbrances and rights of third parties;

b. The Light Pole comply with all applicable laws, were constructed substantially in accordance with the plans and specifications approved by Landlord; and

c. To the extent assignable, Landlord hereby assigns and transfers to District any and all warranties that exist on the Light Pole.

3. Except as set forth in the immediately preceding paragraph, the Light Pole being transferred hereunder is transferred "as is" without any representations or warranties of any kind, express or implied, including warranties of merchantability or fitness for a particular purpose.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, T-Mobile has executed this Bill of Sale as of the day and year first written above.

T-Mobile West LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

**EXHIBIT A-1
TO
Bill of Sale and Assignment**

00026976 2

Site Number: PH31207A
Site Name: Pacana Park
Market: PHX