



**LEASE AGREEMENT  
CELLULAR TELEPHONE  
AC-22-0008-CT**



**THIS LEASE AGREEMENT** (hereinafter referred to as "**Lease**") is entered into by and among The City of Oklahoma City, a municipal corporation (hereinafter referred to as "**CITY**"), the Oklahoma City Water Utilities Trust, a public trust (hereinafter referred to as "**OCWUT**"), and Cellco Partnership, a Delaware general partnership d/b/a Verizon Wireless (hereinafter referred to as "**Lessee**") is effective upon the date of execution by the last party hereto.

**WITNESSETH:**

**WHEREAS, CITY** owns and operates and **OCWUT** leases and finances the **CITY** owns and operates certain property for the primarily purpose of providing water, wastewater, recycled water and solid waste systems, respectively, collectively referred to as **City Systems**; and

**WHEREAS, CITY** and **OCWUT** grant permission for use of such property which do not conflict with their primary purpose and uses or with the facilities necessary for such purposes; and

**WHEREAS, CITY** owns certain real property more particularly described on **Attachment "A-1"** ("**City Property**"), which is incorporated herein by reference; and

**WHEREAS, the Lessee** desires to lease the use of a portion of the **City Property**, more particularly described on **Attachment "A-2"** ("**Lease Premises**") in accordance with the site plan approved by the City Utilities Director, more particularly described on **Attachment "B"** ("**Site Plan**") for the operation and maintenance of cellular telephone equipment and appurtenances more particularly described on **Attachment "C"** ("**Lessee Equipment**"), which attachments are incorporated herein by reference; and

**WHEREAS, the Parties** desire to enter into this **Lease** to permit **Lessee** limited access to the **City Property** and to lease the **Lease Premises** as described in this **Lease** and in accordance with the approved **Site Plan** for the purposes of operating and maintaining the **Lessee Equipment** without impacting **City** facilities, more particularly described on **Attachment "A-1"** ("**City Facilities**"), which attachment is incorporated herein by reference.

**NOW THEREFORE, CITY, OCWUT, and Lessee** agree as follows:



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**1. PERMIT**

A. Subject to the conditions and limitations in this **Lease**, **CITY** and **OCWUT** do hereby permit **Lessee** to enter and access through certain portions of the **City Property** without impacting or interfering with **City Facilities** or the operations and maintenance of the **City Systems**. **Lessee** will be permitted to use the **Lease Premises** for the purpose of installing, operating and maintaining the **Lessee Equipment** only as provided in this **Lease** and without impacting **City Facilities** or the operations and maintenance of the **City Systems**. The **Lessee Equipment** will include only such equipment, improvements, power lines, fiber optic cables, electric and telephone lines as specifically described on **Attachment "C" (Lessee Equipment)** as installed in accordance with **Attachment "B" (Site Plan)** unless modified in accordance with this **Lease**. Vehicle access by the **Lessee** and its contractors, agents and employees to and through the **City Property** will only be permitted as provided on the **Attachment "A-1" (Approved Access Road)**, unless modified by the **City Utilities Director**, either at the request of the **Lessee** or due to the needs or requirements of the **City** or the **OCWUT**, as may be determined by the **City Utilities Director**.

B. This **Lease** is expressly limited to provide **Lessee** permission only to the extent **Lessee's** use does not without impacting or interfering with **City Facilities** or the operations and maintenance of the **City Systems**. This **Lease** is subject and subordinate to the rights and uses of **CITY** and **OCWUT** to the **City Facilities** or the operations and maintenance of the **City Systems**, whether by the **City** or the **OCWUT** or by the contractors, agents or employees of either of them, which rights and uses will be dominant over all rights of **Lessee**.

C. **Lessee** also acknowledges that **CITY** or **OCWUT** may permit events or activities near the **Premises**. **CITY** or **OCWUT** will provide **Lessee** notice of any such event or activity, which **CITY** or **OCWUT** reasonably believe will limit **Lessee's** access to the **Lease Premises** and **Lessee** will directly coordinate with **CITY** or **OCWUT** if access is required by **Lessee** for an emergency repair.

D. This **Lease** hereby closes and supersedes any previous leases or permits, and all amendments and renewals thereof, between the **Parties** as to the **City Property** and/or **Lessee Premises** and/or **Lessee Equipment** identified in this **Lease**.



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**2. TERM**

The term of the **Lease** as set forth on **Attachment "D"**, which is incorporated herein by reference. This **Lease** is also subject to termination for breach of this **Lease** and as set forth herein.

**3. CONSIDERATION**

The consideration for this **Lease** is set forth on **Attachment "E"**, which is incorporated herein by reference.

**4. FACILITIES**

A. **Updated Site Plan and As-Built Drawings:** Lessee, at its cost and expense, must provide **CITY** and **OCWUT** with As-Built drawings in the latest AutoCAD format compatible with **CITY**'s current software, which drawings will depict **Lessee's Equipment** upon the **Lease Premises** within thirty (30) calendar days of installation. Lessee, at its cost and expense, must provide **CITY** and **OCWUT** with updated As-Built drawings in the latest AutoCAD format compatible with **CITY**'s current software, which drawings will depict any change in **Lessee's Equipment** upon the **Lease Premises** within thirty (30) calendar days of any such change.

B. **Marking of Lessee Equipment:** Lessee must clearly label and identify all of the **Lessee Equipment** on the **Lease Premises** with its corporate name, date of installation, this **Lease** number, and a toll-free telephone number to call in the event of an emergency or need to locate. Lessee must also mark its underground lines and cables so they are easily discernible from the lines and cables of the **City**, the **OCWUT**, and of other lessees, permittees, licensees, and rights holder entities installed on the **Lease Premises**.

C. **Installation of Lessee Equipment:** Lessee shall coordinate with **OCWUT** and the **City** on the location and timing for the installation of the **Lessee Equipment**. Lessee must obtain the approval from the **City Utilities Director** prior to installation of the **Lessee Equipment** on the **City Facilities**.

D. **Fencing of Facilities:** In an effort to prevent theft and vandalism and to protect the public, Lessee must, at its sole expense, install and maintain six (6) foot fencing around the perimeter of the **Lease Premises** as may be approved by the **City Utilities**



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**Director. Lessee** must further plant and maintain such shrubbery and vegetation around the exterior or interior of the fence as may be approved by the **City Utilities Director**. A pair of four (4) foot wide gates must be provided to access the **Lease Premises**. The gates must remain locked at all times except to provide access to the **CITY** and/or the **OCWUT**.

**5. LESSEE NON-INTERFERENCE REQUIREMENTS – No Impact or Interference**

Collectively, the requirements in subsections A, B and C against impact or interference by Lessee shall be referred to as **Lessee Non-Interference Requirements**. Lessee agrees as follows:

A. **Lessee** must not impact or interfere with:

- 1.the use, operations, or maintenance of the **Lease Premises**, or
- 2.the use, operations, or maintenance of the **City Property**; and

B. **Lessee** must not impact or interfere with:

- 1.the use, operations, or maintenance of **City Facilities**, or
- 2.the use, operations, or maintenance of **City Systems**, or
- 3.the use or operation of **CITY's** or **OCWUT's** communication systems,

that may be currently located on or that may be installed by the **CITY** or the **OCWUT** on the **Lease Premises** or on the **City Property** at any time in the future.

C. **Lessee** must not operate the **Lessee Equipment** in such a manner that said **Lessee Equipment** impact or interfere with communication systems that may be currently located on or that may be installed on the **Lease Premises** or on the **City Property** owned or operated by any current or future permittees, or their successors and assignees, as long as the current or future permittees operate and continue to operate within their respective frequencies and in accordance with all applicable codes, regulations and laws.

D. **Lessee** must comply with all applicable FCC regulations and any subsequent applicable regulations as provided for in 47 USC §27.64, Protection from interference.

Lessee must strictly comply with these **Lessee Non-Interference Requirements**. Whenever **CITY** or **OCWUT** notifies **Lessee** in writing of any failure to comply with the **Lessee Non-Interference Requirements**, **Lessee** will have seventy-two (72) hours to cure the interference. If the interference cannot be cured within such seventy-two (72) hour time period, then **Lessee** shall cease use of the interfering equipment (except for intermittent testing). Notwithstanding anything



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contained herein to the contrary, continuous or repetitive interference of the same cause or nature that lasts for more than thirty (30) days after Lessee's receipt of written notice thereof will be deemed a breach of this **Lease** for which this **Lease** may be immediately suspended or terminated upon notice from the **CITY Utilities Director** without subsequent or additional notice of interference and without further time to cease or cure, unless CITY and OCWUT consent to such further time.

**6. MAINTENANCE OF LESSEE EQUIPMENT**

**Lessee** must keep and maintain the **Lessee Equipment** located on the **Lease Premises** in a safe condition, compliant operation, and in good repair. In addition, **Lessee** must maintain throughout the terms of this **Lease** and must surrender upon the revocation, termination, expiration, or non-renewal of this **Lease**, the **Lease Premises** and in a clean and orderly condition.

**7. REPLACEMENT OF FACILITIES/EQUIPMENT**

Subject to the provision of this paragraph and other paragraphs in this **Lease**, **Lessee** may replace initially installed **Lessee Equipment** with similar and comparable **Lessee Equipment**, provided said replacement **Lessee Equipment** do not impact or interfere with **CITY's** or **OCWUT's** use of the **Lease Premises** or **City Property** or **City Systems** and does not result in noncompliance with **Lessee Non-Interference Requirements**. In the event **Lessee** deems it prudent or necessary to replace the **Lessee Equipment**, **Lessee** must notify the **CITY Utilities Director** in advance of said replacement(s), and the **CITY Utilities Director** will determine whether such replacements constitute the need for an amendment to this **Lease**. If the **Lessee Equipment** replacements are permitted under the same or similar terms as this **Lease**, the **CITY Utilities Director** may give written approval. Nothing in this paragraph authorizes the installation of additional **Lessee Equipment** by **Lessee** without prior written approval of the **City Utilities Director**. Any change of the location of the **Lessee Equipment** on the **Lease Premises** or the **City Facilities** requires the written approval of the **City Utilities Director**.

**8. UTILITY LICENSE REQUIREMENTS**

Any telephone, cable, communications, water or electrical service ("**Utility Services**") installed or caused to be installed by the **Lessee** on the **Lease Premises** must be run and remain



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underground to the **Lessee Equipment** from the closest available source. The locations of **Utility Services** must be included by **Lessee** on **Lessee's Site Plan** on Attachment "B". **Utility Services** must be separately metered and billed. **Lessee** must timely pay for all **Utility Services**.

A. **Identification Markers:** **Lessee** must bury a bright color "caution" tape at a depth of approximately two (2) feet above any **Utility Service** cables and lines installed after the **Effective Date** of this **Lease**.

B. **Precautionary Measures:** Where openings are made in or adjacent to any path, jogging or cycling trail, sidewalk, road, street, alley, parking area, or public right-of-way, **Lessee** must, at its own expense, furnish all necessary barricades, fences, lights, and danger signals, and must take all necessary precautionary measures for the protection of the public and property. If damage should occur to any path, jogging or cycling trail, sidewalk, road, street, alley, parking area, or public right-of-way caused by the installation, operation, or maintenance of any **Utility Services** or **Lessee Equipment**, **Lessee** must commence repair of the damage within seventy-two (72) hours of notice and diligently pursue to completion. Should the **Lessee** fail to timely repair such damage, the **CITY Utilities Director** may elect to perform the repair or have the damage repaired, and **Lessee** agrees to reimburse **CITY** and **OCWUT** for any cost and expense of such repairs, plus fifteen (15%) percent for administration and overhead, within sixty (60) calendar days of written notice of said costs and expenses. Neither the materials, excavated material nor machinery used in any activity hereunder will be placed or stored so as to endanger the public or property. **CITY** and **OCWUT**, through the **CITY Utilities Director**, reserve the right, but not the obligation, to remedy, at **Lessee's** expense, any neglect on the part of the **Lessee** for the protection of persons or property or may at the discretion of the **CITY Utilities Director** terminate this **Lease** for such breach. Provided however, the **Lessee** will not be entitled to any other or additional notification or opportunity to cure pursuant to this paragraph.

C. **Backfill and Revegetation:** **Lessee** will leave all property disturbed by **Lessee** in a solid and safe condition. **Lessee** must:

1. promptly backfill all trenches;
2. repair all cracking, shrinkage or other damage to driveways or sidewalks caused by **Lessee's** boring or construction;



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3. fill and re-fill all holes caused by shrinkage or compaction;
  4. repave all parking areas and aisles damaged by Lessee;
  5. remove all excess dirt created by Lessee; and
  6. promptly restore all sod areas by placing slab sod on all disturbed areas and provide or arrange for regular watering until the sod is established.

All such restoration will be subject to the inspection and approval of the **CITY Utilities Director**. If **Lessee** fails to make any restoration or do any work required by this paragraph of the **Lease** within seventy-two (72) hours after receipt of written notice from **CITY** or **OCWUT**, then **CITY** or **OCWUT**, respectively, will have the right, but not the obligation, to make such restorations or do such work at the expense of **Lessee**, and **Lessee** must reimburse **CITY** and/or **OCWUT** for the cost and expense of such repairs or work, plus fifteen percent (15%) for administration and overhead, within sixty (60) calendar days of written notice of said costs and expenses. However, if **Lessee** is prevented from restoring or doing such work because of conditions beyond **Lessee's** control, **Lessee**, upon written request to the **CITY Utilities Director** prior to the expiration of the seventy-two (72) hour notice, may be given a reasonable amount of time to perform said restoration or work as determined by the **CITY Utilities Director**.

**9. USE AND REPAIR OF APPROVED ACCESS ROAD**

**Lessee** agrees to use only the **Approved Access Road** as specified in **Attachment "A-1"**, or the mutually agreed upon alternative in the event the **Approved Access Road** is not available. Further **Lessee** agrees that it will immediately notify the **CITY Utilities Director** of any damage it causes to the **Approved Access Road**. **Lessee** shall immediately and appropriately barricade any portion of the **Approved Access Road** damaged by **Lessee** pending repair, then **Lessee** shall promptly repair any damage to the **Approved Access Road** as directed by the **CITY Utilities Director** at **Lessee's** own cost within ten (10) calendar days of written notice from the **CITY Utilities Director**. During installation, operation, maintenance, replacement, or repair of the **Approved Access Road**, one lane of the **Approved Access Road** must remain open to local traffic and emergency vehicles. Should the **Lessee** fail to timely repair such damage, the **CITY Utilities Director** may elect to repair the **Approved Access Road** or have



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the **Approved Access Road** repaired, and **Lessee** agrees to reimburse the **CITY** and the **OCWUT** for any cost and expense of such repairs, plus fifteen percent for administration and overhead, within sixty (60) calendar days of written notice of said costs and expenses. Provided, the **CITY** and the **OCWUT** are in no way obligated to repair the **Approved Access Road**. Neither the **OCWUT** nor the **CITY** represent or warrant that the **Approved Access Road** is suitable for **Lessee's** use or that the **CITY** or the **OCWUT** will maintain the **Approved Access Road** for **Lessee's** use or any other purpose.

**10. ABANDONMENT/REMOVAL**

Upon termination, revocation, non-renewal, or expiration of this **Lease**, **Lessee** must, at its option: (1) remove the **Lessee Equipment** and **Utility Services** within ninety (90) calendar days; or (2) abandon any portion of the **Lessee Equipment** in place and secure such **Utility Services**. Notwithstanding any provision in this **Lease**, all **Lessee Equipment** installed by **Lessee** will remain the personal property of the **Lessee** during the terms of this **Lease**, regardless of whether any applicable law classifies such **Lessee Equipment** as fixtures. The **CITY** and **OCWUT** consent to **Lessee's** right to timely remove all or any portion of the **Lessee Equipment** from time to time during the terms of this **Lease** in **Lessee's** sole discretion and without the **CITY** or the **OCWUT's** consent. In the event that **Lessee** elects to remove the **Lessee Equipment** upon the expiration, non-renewal or earlier revocation or termination of this **Lease**, **Lessee** will, within ninety (90) calendar days of the date of such expiration, non-renewal, revocation or termination of this **Lease**, remove **Lessee's** personal property without damaging the **City Property**, **Lease Premises**, or any property belonging to the **CITY**, the **OCWUT** or existing permittees. The **CITY** and the **OCWUT** will continue to provide **Lessee** with access to the **Lease Premises** as set forth in this **Lease** to permit **Lessee** to remove **Lessee Equipment** within such ninety (90) calendar day period. Any personal property of the **Lessee** not removed within ninety (90) calendar days will become the property of the **CITY**, without cost or charge to the **CITY** or the **OCWUT**, to dispose of in any way that meets the needs and requirements of the **CITY** and the **OCWUT**. Should the **CITY** decide to dispose of such **Lessee Equipment**, **Lessee** will be liable and will reimburse the **CITY** and the **OCWUT** for any expense or cost in removal or disposal of **Lessee Equipment** either abandoned or not removed within the aforementioned ninety (90) calendar days.



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**11. TERMINATION**

This **Lease** will terminate at such time as: (1) the **Lessee**, of its own volition, ceases activities, or abandons use of said **Lessee Equipment** for a period of one (1) year; or (2) notice of non-renewal of the **Lease** is given by **Lessee**; or (3) **Lessee** fails to timely make any annual and/or co-locate payments, and **Lessee** has not cured said monetary default within thirty (30) calendar days of receipt of written notice from the **OCWUT**; or (4) a breach (subject to any applicable cure period, if any) or default occurs as defined in this **Lease**; or (5) **CITY** or **OCWUT** determines the **Lease Premises** is necessary for purposes of the **OCWUT** or the **CITY**. Should the **OCWUT** or the **CITY** make a determination that the **Lease Premises** is necessary for its purposes, this **Lease** is terminable by the **CITY** or the **OCWUT** upon one hundred eighty (180) days' written notice. In the event **CITY** or **OCWUT** terminates this **Lease** upon one hundred eighty (180) calendar days' written notice upon a determination of need for the **CITY** or the **OCWUT** purposes, the **CITY** or the **OCWUT**, respectively, will make a reasonable effort, if possible on other **CITY** or **OCWUT** property, to make available to **Lessee** an alternative existing location, if any reasonably practicable, to accommodate **Lessee's** needs for said **Lessee Equipment**. If no such alternative existing location exists, then this **Lease** shall terminate at the end of such one hundred eighty (180) day notice period, provided, however, that **Lessee** shall be permitted to install and operate a temporary communications facility at a mutually agreed upon location on the City's Property for a period of up to one (1) year following the effective date of such termination. In addition to the foregoing and notwithstanding any provision contained in this **Lease** to the contrary, **Lessee** may, in **Lessee's** sole and absolute discretion and at any time and for any or no reason, terminate this **Lease** without further liability by delivering prior written notice to the **CITY** and the **OCWUT**; provided, however, that, in such event, **Lessee** will not be entitled to any refund or rebate of annual rental prepaid and must pay to the **CITY** and the **OCWUT** a lump sum termination fee equal to the then current annual rent.

**12. WATER QUALITY**

**Lessee's** activities may not impact or deteriorate water quality.



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**13. RESTORATION**

Upon the revocation, non-renewal, expiration, or termination of this **Lease** for any reason whatsoever, **Lessee** must restore the **Lease Premises** to a condition equivalent to its original condition, reasonable wear and tear excepted.

**14. INSURANCE**

A. **Lessee** must provide and maintain at all times throughout the term of this **Lease**, and any renewal hereof, such commercial general insurance including the **OCWUT, CITY, City Property** and **City Systems** as additional insureds as their interest may appear under this Agreement, from claims for bodily injury (including death) and or property damage arising out of or resulting from the **Lessee's**, and its employees, use and occupancy of the premises and the activities conducted thereon in the amount set forth on **Attachment "F" Insurance**, which is attached hereto and incorporated herein by reference. .

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **OCWUT** and the **CITY** within five (5) days of the execution of this **Lease** and within fifteen (15) calendar days of the expiration of any subsequent certificate of insurance.

C. **Lessee** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Lessee** including the **OCWUT** and the **CITY** as an additional insured as their interest may appear under this **Lease**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of **Lessee** in any other paragraph of this **Lease** or any indemnification or insurance requirement in any other paragraph of this **Lease**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Lease**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Lease** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which **Lessee** is performing restoration or remediation of the **Lease Premise** or the **City Property** or during which **Lessee** is removing or reclaiming its **Lessee Equipment**.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of



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insurance coverage required hereunder, this **Lease** may be terminated. Termination of this **Lease** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Lease**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of the **CITY** or the **OCWUT** to recover damages, expenses, losses or for bodily injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Lease**.

**15. INDEMNIFICATION**

**Lessee** agrees to indemnify, defend, and hold harmless the **CITY** and the **OCWUT** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by **Lessee**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified parties. **Lessee** must give the **CITY** and the **OCWUT** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently, or otherwise, affects or might affect the **CITY** or the **OCWUT**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **CITY** or the **OCWUT** under any other paragraph, including but not limited to any insurance provision or requirement in this **Lease**.

**16. NOTICES**

A. Notices and other communications to the **Parties** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Oklahoma City, City Clerk  
200 North Walker Avenue, 2<sup>nd</sup> Floor  
Oklahoma City, OK 73102  
(405) 297-2391

AND Oklahoma City Utilities Director



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420 West Main Street, Suite 500  
Oklahoma City, OK 73102  
(405) 297-2422

AND Oklahoma City Water Utilities Trust  
General Manager  
420 West Main Street, Suite 500  
Oklahoma City, OK 73102  
(405) 297-2422

respectively, and notices or other communications to the **Lessee** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Cellco Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, NJ 07921  
Attn: Network Real Estate

AND

Cellco Partnership  
d/b/a Verizon Wireless  
600 Hidden Ridge  
Irving, TX 75038  
Attn: Market Legal

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) calendar days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Lease**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

**17. ABIDES BY LAW**

The **Lessee** must abide by the conditions of this **Lease**, the ordinances of the **CITY**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Lessee’s** activities and use of the **Lessee Equipment** and **Lessee’s** use and activities



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on the **Lease Premises** and the **City Property**. **Lessee** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of installation of the **Lessee Equipment**.

**18. LIMITATION**

The **Lease** consideration and annual rental fees and co-location fees provided herein does not include or limit any remuneration or reimbursement for any loss, expense, or damages, if any, which may be caused by **Lessee** or incurred by the **CITY** or the **OCWUT** hereunder or under any insurance or indemnification provision herein.

**19. ASSIGNMENT AND SUBLEASE**

A. **Lessee** may assign this **Lease** to any entity which (i) is an affiliate, subsidiary or successor of **Lessee**; or (ii) that acquires all or substantially all of the **Lessee's** assets in the market. **Lessee** shall provide the **CITY** and the **OCWUT** notice and a revised Certificate of Insurance within thirty (30) days of any such assignment. **Lessee** may not otherwise assign, sell, or transfer its interest under this **Lease** without the prior written consent of the **CITY** and the **OCWUT**. Assignment shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Lessee** and Assignee and provision by the Assignee of a certificate of insurance evidencing the insurance required by this **Lease** and upon approval of such assignment by the **CITY** and the **OCWUT**. The **CITY Utilities Director** is authorized, but not required except as provided herein, to execute a letter approving an assignment as provided herein on behalf of the **CITY** and the **OCWUT**. Upon approval of such assignment, **Lessee** will be relieved of all future performance, liabilities and obligations under this **Lease** less and except any performance, liability, or obligation of the **Lessee** at the time of assignment shall become the joint and severable duty and obligation of the **Lessee** and any assignee until same are satisfied and resolved. No change of stock ownership, partnership interest or control of **Lessee** or transfer upon partnership or corporate dissolution of **Lessee** shall constitute an assignment hereunder.

B. **Lessee** may not sublease the **Lease Premises** without the prior written consent of the **CITY** and the **OCWUT**. Any sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Lessee** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Lease** and upon



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approval of such sublease by the **CITY** and the **OCWUT**. The **CITY Utilities Director** is authorized, but not required, to execute a letter approving a sublease as provided herein on behalf of the **CITY** and the **OCWUT**. Upon approval of such sublease, **Lessee** will not be relieved of future performance, liabilities, and obligations under this **Lease**. The **CITY** and the **OCWUT** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Lessee** within forty-five (45) calendar days after the entering into of same. The **CITY** and the **OCWUT** hereby (a) acknowledge that, as of the date of full execution of this Agreement, **Lessee** currently subleases space at the **Lease Premises** to AT&T and US Cellular and (b) consent to such subleases. **Lessee** agrees to pay the co-locate fee for each provider as set out in Attachment "E" Consideration – Page 1(E).

**20. COMPLETE AGREEMENT**

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Lease** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Lease**, unless specifically and expressly provided herein.

**21. TIME OF ESSENCE**

For the purposes of this **Lease**, time shall be deemed to be of the essence.

**22. MULTIPLE ORIGINALS**

This **Lease** shall be executed in multiple counterparts, each of which shall be deemed an original.

**23. NONINTERFERENCE by Subcontractors and Third Parties**

A. This **Lease** authorizes **Lessee** and its approved subcontractors to use and occupy a portion of the **Lease Premises** for the location of its **Lessee Equipment** and **Lessee's** subcontractors only as provided herein. Neither **Lessee's** nor **Lessee's** subcontractor's activities and uses may in any manner permanently or temporarily cause **Lessee Non-Interference Requirements** with existing or future the **CITY** or the **OCWUT** uses or with **CITY** or **OCWUT** uses of the **City Property, Lease Premises**, and the **CITY** rights-of-way and public properties.



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B. Lessee shall defend its own rights provision in relation to all rules and regulations enforced by the FCC. Neither CITY nor OCWUT shall have any duty or responsibility to prevent or resolve any dispute regarding interference with communications, radio, or other transmissions or with use of the Lease Premises. Lessee shall be solely responsible for initiating, pursuing, and maintaining any action necessary to defend its rights under this Lease against any third party infringing on said rights.

**24. PROPERTY INTERESTS-**

Lessee acknowledges and agrees that the Lease Premises and City Property are first and foremost the property of the CITY or the OCWUT, and that the Lessee is not granted any property interest therein or by the terms of this Lease.

**25. OKLAHOMA CITY UTILITIES DIRECTOR AND PARTIES**

A. The CITY Utilities Director shall mean the Utilities Director for CITY or designated representative. The CITY Utilities Director is hereby acknowledged as the authorized and empowered representative of the CITY regarding this Lease.

B. Parties as used in this Lease shall mean the CITY, the OCWUT, and the Lessee, collectively.

**26. ANTI-COLLUSION**

Lessee agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the CITY or the OCWUT as to the terms or conditions of this Lease, and has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of the CITY or the OCWUT, either directly or indirectly, in procuring and execution of this Lease.

**27. WARRANTY**

Issuance of this Lease does not constitute or contain any express or implied warranties of title, interest, or right to possession of the Lease Premises nor the physical condition of any property subject to this Lease. Lessee shall be responsible for identifying other property interests,



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permits, users, and licenses, if any, and arranging whatever additional permissions as may be required. The **Lessee** accepts the **Lease Premises** and **City Property** "as is".

**28. BREACH AND DEFAULT**

A. A breach of any provision of this **Lease** shall act as a breach of the entire **Lease** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided for in any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained within thirty (30) days after written notice by the other party or, if the failure cannot reasonably be remedied in such time, if the failing party does not commence a remedy within the allotted thirty (30) days and diligently pursue the cure to completion within ninety (90) days after the initial written notice, this **Lease** may be terminated by the non-defaulting party. Provided however, any breach by **Lessee** which interferes with the operation or use of the **City Systems**, or the **CITY** public safety or warning system must be cured as provided for in Section 5 (Lessee Non-Interference Requirements); and the **CITY** and the **OCWUT** reserve the right to immediately terminate this **Lease**, if **Lessee** fails to cure any such breach within the designated cure period.

C. Should the **CITY** or the **OCWUT** breach the **Lease**, **Lessee** may only recover that proportion of the prepaid annual rental for the unexpired term. **Lessee** may not collect or recover any other or additional damages, losses, or expenses.

**29. ENVIRONMENTAL**

A. **Lessee** shall not permit any chemical substance or hazardous material to be brought upon, kept, or used in or about the **Premises** by **Lessee**, its officers, representatives, agents, employees, contractors, or invitees to escape the **Lease Premises**. **Lessee** shall notify the **CITY Utilities Director** of the presence, even if temporary, of any chemical substance or hazardous material brought onto the **Lease Premises** by **Lessee**, its officers, representatives, agents,



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employees, contractors, or invitees, except for storage, handling and use of reasonable quantities and types of such materials or substances used by **Lessee** in the ordinary course and the prudent conduct of **Lessee**'s business, provided **Lessee** obtains the prior written approval of the **CITY Utilities Director** and provided that: (i) the storage, handling and use of such permitted hazardous substances must at all times conform to all governmental requirements and to applicable fire, safety and insurance requirements; (ii) the types and quantities of permitted hazardous substances must be reasonable and appropriate to the nature and size of **Lessee**'s operations; (iii) no hazardous substance shall be spilled or disposed of on, in, under or around the **Lease Premises** or otherwise discharged by **Lessee**. Provided, however, any such approval by the **CITY Utilities Director** will not waive, negate, diminish, or limit the responsibility of the **Lessee** for any contamination or to indemnify the **CITY** and the **OCWUT**. A list of the hazardous materials currently maintained by **Lessee** at the **Lease Premises** is attached hereto as **Attachment "G" Hazardous Materials**.

B. (i) If **Lessee** breaches the obligations stated in the preceding paragraph, or (ii) to the extent that the presence of the chemical substance or hazardous material on the **Lease Premise** brought onto such **Lease Premises** by **Lessee** or its contractors, employees or agents results in contamination of the **Lease Premises** or contamination of the water supply of the **CITY**, or (iii) to the extent that contamination of the **Lease Premises** by a chemical substance or hazardous material otherwise occurs for which **Lessee** is legally liable, **Lessee** shall indemnify, defend and hold the **CITY** and the **OCWUT**, and their officers, trustees, representatives, contractors, agents and employees harmless from any and all injuries, deaths, property damage, claims, judgments, damages, penalties, fines, costs, liabilities, losses, diminution in value, damages for the loss or restriction on use, sums paid in settlement of claims, and attorneys', consultants' and expert fees (collectively, "Environmental Claims") which arise during or after any term of this **Lease** hereof as a result of such contamination.

C. This indemnification of the **CITY** and the **OCWUT** by **Lessee** also includes, without limitation, costs and expenses incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by the **CITY**, the **OCWUT** or any federal, state or local government agency or political subdivision to the extent **Lessee** or its employees, agents, or contractors cause the release of any chemical substance or hazardous material in the soil or ground water on or under the **Lease Premises**.



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D. Without limiting the foregoing, if the presence of any chemical substance or hazardous material brought onto the **Lease Premises** by **Lessee**, its employees, agents or contractors results in any contamination of the **Lease Premises**, or the water supply of the **CITY**, **Lessee** shall promptly take all actions at its sole expense as are necessary to return the **Lease Premises** and the water supply of the **CITY** to the condition existing prior to the introduction of any such chemical substance or hazardous material; provided the **CITY Utilities Director's** approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the **Lease Premises** and water supply of the **CITY**. The foregoing indemnity shall survive the expiration or earlier termination of this **Lease**.

E. As used herein, the term "chemical substance" shall mean a substance obtained by a chemical process or used for producing a chemical effect, including but not limited to pesticides, herbicides and fertilizers, and the term "hazardous material" means any hazardous or toxic substance, material or waste, including but not limited to those substances, materials and wastes listed by the Environmental Protection Agency as hazardous substances, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law.

F. The parties to this Agreement recognize that **Lessee** is only leasing a small portion of the **City's Property** and that **Lessee** shall not be responsible for any environmental condition or issue except to the extent resulting from the specific activities and responsibilities of **Lessee** or its employees, agents, or contractors.

### 30. INSPECTION

The **CITY** and the **OCWUT** and its employees and agents shall have the right, but not the duty, to inspect **Lessee Equipment** and the **Lease Premises** to determine whether **Lessee** is complying with the terms of this **Lease**.

### 31. THIRD-PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Lease**. This **Lease** is solely for the benefit of the **Lessee**, the **OCWUT**, and the **CITY**, and none of the provisions hereof are intended to benefit any third parties.



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**32. VENUE AND CHOICE OF LAW**

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Lease** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that this **Lease** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

**33. ONE CALL CENTER**

Before commencing any digging on the City's Property, **Lessee** must notify the notification center Oklahoma One-Call System, Inc. (OKIE 811) 1-800-522-6543 if **Lessee** is the operator of underground **Lessee Equipment** or causes the installation of underground facilities for **Utility Services**. **Lessee** will be responsible, whenever it receives notice or request from the notification center or the **CITY** for locating and marking its underground **Lessee Equipment** or underground facilities for **Utility Services** in accordance with the Underground Facilities Damage Prevention Act.

**34. CASUALTY**

If any part of the **Lease Premises** is damaged by casualty or Act of God, as to render the **Lease Premises** unsuitable, in **Lessee's** sole determination, then **Lessee** may terminate this **Lease** by providing written notice to the **CITY** or the **OCWUT**, which termination will be effective as of the date of such casualty or other harm. Such termination shall be **Lessee's** only recourse as to the **CITY** and the **OCWUT** with respect to any damage to the **Lease Premises** caused by casualty or Act of God except to the extent the casualty was caused by the negligence or willful misconduct of the **CITY** or the **OCWUT**.

**36. EFFECTIVE DATE**

The Effective Date of this **Lease** is the date this **Lease** is approved and executed by the last of the **Parties**.

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IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Lease on the dates set forth below.

Lessee: Cellco Partnership d/b/a Verizon Wireless

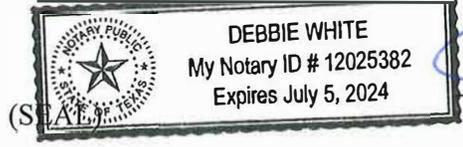
By: [Signature]

Name: George Karatzis

Title: Dir - Network

STATE OF Texas )  
COUNTY OF Dallas ) ss:

This instrument was acknowledged before me on the 1 day of August, 2023, by George Karatzis as Dir - Network of Cellco Partnership d/b/a Verizon Wireless, LESSEE.



[Signature]  
Notary Public Signature

My Commission Expires: 07/05/24 My Commission No. 12025382

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APPROVED by the Council and SIGNED by the Mayor of The City of Oklahoma City  
this 26TH day of SEPTEMBER, 20 23.

ATTEST:

Amy K Simpson  
CITY CLERK

David Holt  
MAYOR



APPROVED by the Oklahoma City Water Utilities Trust this 12TH day of  
SEPTEMBER, 20 23.

Amy K Simpson  
SECRETARY

Joe Cook  
CHAIRMAN

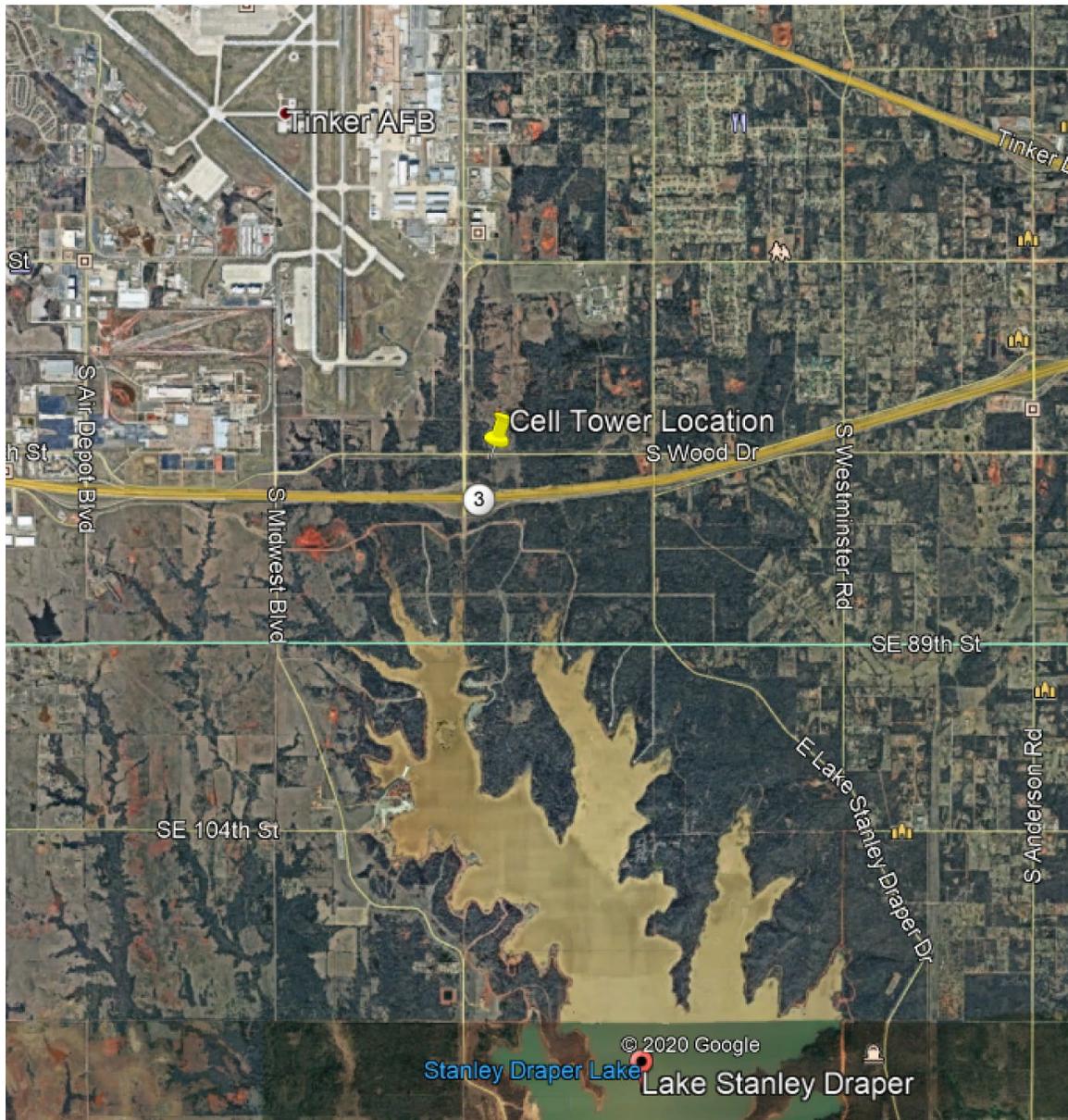


REVIEWED for form and legality.

Patricia Mann  
ASSISTANT MUNICIPAL COUNSELOR

**Attachment "A-1" ("City Property")**

**Page 1 – Map**



**Attachment "A-1" ("City Property")**

**Page 2 – Approved Access Road**



**Attachment "A-2" ("Lease Premises")**

**Page 1 – Map**





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**Attachment "A-2" ("Lease Premises")**

**Page 2 – Legal Description**

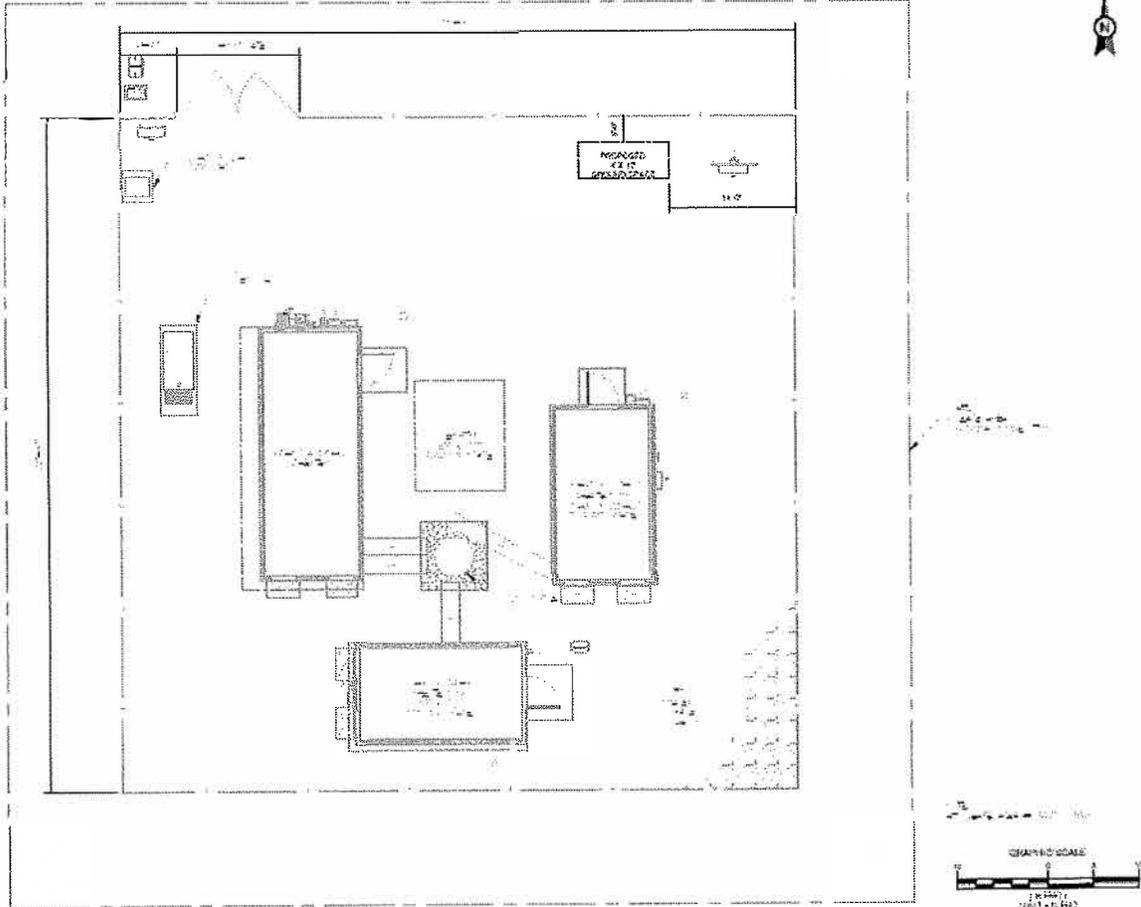
A TRACT OF LAND BEING 25.00 FEET IN WIDTH CONTAINED WITHIN THE NORTHWEST QUARTER (NW/4) OF SECTION THIRTY-SIX (36), TOWNSHIP ELEVEN (11) NORTH, RANGE TWO (2) WEST OF THE INDIAN BASE AND MERIDIAN, OKLAHOMA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, THE CENTERLINE OF SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER (NW/4); THENCE DUE EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 690.00 FEET TO THE POINT OF BEGINNING; THENCE DUE SOUTH A DISTANCE OF 70.00 FEET TO THE POINT OF TERMINATION .. CONTAINING 1,750 SQ. FT. OR 0.2296 ACRES, MORE OR LESS.



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**ATTACHMENT "B"  
Site Plan - Page 1**





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**ATTACHMENT "C"**

**Lessee Equipment**

- One (1) monopole tower
- Three (3) equipment shelters
- One (1) generator
- Two (2) meter frames
- Three (3) cable supports
- One (1) transformer



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**Attachment "D" Lease Term - Page 1**

A. **Initial Lease Term** - The initial term of the **Lease** is for three (3) years beginning retroactively from July 31, 2021, regardless of when the last of the Parties has approved and executed this **Lease** and terminates on July 30, 2024 unless previously renewed.

B. **Renewal Terms** –

1. **First Renewal Term** - The Parties agree that if:

- a. at least ninety (90) calendar days prior to the end of the initial term of this **Lease**, the **Lessee** shall have timely provided a written request for renewal. and
- b. the **City Utilities Director** shall provide written approval at least thirty (30) calendar days prior to the end of the then current term,

then this **Lease** shall be renewed for a **First Renewal Term** of three (3) years from the end of the **Initial Lease Term**. If such written request is not timely provided by **Lessee**, then the **Lease** will expire at the end of the then current term. If the **City Utilities Director** shall not approve the renewal, then the **Lease** will not be renewed, and the **Lease** will expire one hundred eighty (180) calendar days after the date upon which the **City Utilities Director** issues its written denial of the renewal request, provided, however, that **Lessee** shall be permitted to install and operate a temporary communications facility at a mutually agreed upon location on the **City's Property** for a period of up to one (1) year following the effective date of such termination. In either case, no additional renewals will be granted under this **Lease**.

2. **Second Renewal Term** - The Parties agree that if:

- a. at least ninety (90) calendar days prior to the end of the initial term of this **Lease** the **Lessee** shall have timely provided a written request for renewal. and
- b. the **City Utilities Director** shall provide written approval at least thirty (30) calendar days prior to the end of the then current term,

then this **Lease** shall be renewed for a **Second Renewal Term** of three (3) years from the end of the **First Renewal Term**. If such written request is not timely provided by **Lessee**, then the **Lease** will expire at the end of the then current term. If the **City Utilities Director**



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shall not approve the renewal, then the **Lease** will not be renewed, and the **Lease** will expire one hundred eighty (180) calendar days after the date upon which the **City Utilities Director** issues its written denial of the renewal request, provided, however, that **Lessee** shall be permitted to install and operate a temporary communications facility at a mutually agreed upon location on the **City's Property** for a period of up to one (1) year following the effective date of such termination. In either case, no additional renewals will be granted under this **Lease**.

B. Provided, however, this **Lease** may be terminated for breach of this **Lease**, at any time, and as set forth herein.



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**Attachment "E" Consideration – Page 1**

A. The first-year annual rental payment of *Twenty-five Thousand Dollars (\$25,000)* due to the **OCWUT** by the **Lessee** on or before approval of this Lease by the **OCWUT**.

B. Thereafter each year annual rental will increase by three percent (3%) each year is due on or before the anniversary date of any subsequent year.

C. Provided, however, should **CITY** or **OCWUT** terminate this **Lease** for any reason other than breach by **Lessee** prior to the expiration of the initial term of this **Lease** or any renewal term for which consideration has been prepaid, **OCWUT** will reimburse the **Lessee** for a pro rata share of the prepaid consideration for the prepaid unexpired term.

D. If **Lessee** exercises its rights to co-locate other cellular providers on the **City Facilities**, **Lessee** shall pay to **OCWUT** a co-locate fee for each cellular provider located on the **City Facilities**. The co-locate fee shall be twenty percent (20%) of the amount the **Lessee** receives from each cellular provider located on the **City Facilities** during each of the terms of this **Lease**. The co-location fee shall be pre-paid by the **Lessee** to **OCWUT** before the co-locator attaches to the **City Facilities** for that portion of the current **Lease** term year and pre-pay in whole for each subsequent **Lease** year thereafter.

E. If **Lessee** exercises its rights to co-locate other cellular providers on the **Lessee Equipment**, **Lessee** shall pay to **OCWUT** a co-locate fee for each cellular provider located on the **Lessee Equipment**. The co-locate fee shall be twenty percent (20%) of the amount the **Lessee** receives from each cellular provider located on the **Lessee Equipment** during each of the terms of this **Lease**. The co-location fee shall be pre-paid by the **Lessee** to **OCWUT** before the co-locator attaches to the **Lessee Equipment** for that portion of the current **Lease** term year and pre-pay in whole for each subsequent **Lease** year thereafter.

F. Provided, however, should **CITY** or **OCWUT** terminate this **Lease** for any reason other than breach by **Lessee** prior to the expiration of the then current Lease term for which consideration has been prepaid, **OCWUT** will reimburse the **Lessee** for a pro rata share of the prepaid rental and co-location payments for the prepaid unexpired term.



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**Attachment "E" Consideration – Page 2**

**USE A PORTION OF TOWER AND PREMISES**

A. Lessee agrees that the CITY and the OCWUT may use during the initial term and each renewal term, if any, of the Lease: (a) the highest available, at the time of requested installation and based on radio frequency separation requirements, RAD center which is the height of the antennas on the structure and the operating center of radiation (the "**Antenna Space**") on the **Lessee Equipment** located on the **Lease Premises** solely for the purpose of installing, operating and maintaining up to three (3) antenna(s) within such **Antenna Space**, provided, however, that Lessee shall not be required to provide the CITY and the OCWUT with a RAD center that is higher than that of Lessee or any of its permitted sublessees; (b) **Ground Space**, but only to the extent available at the time of request, within the **Lease Premises** (the "**Ground Space**") solely for the purpose of installing, operating and maintaining within such **Ground Space** the coaxial cable and connections necessary for the proper operation of the antennas described in (a) above; and (c) space on the **Lessee Equipment** for connecting one (1) coaxial cable, not to exceed 1 and 5/8 inches (1 5/8") in diameter, for each antenna described in (a) above actually installed by the CITY and the OCWUT on the **Lessee Equipment**, to the equipment located in the **Ground Space**, all without the necessity of paying to Lessee any rent or license fee for use of the same, but subject, however, to the following terms and conditions:

1. The CITY and the OCWUT agree to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the **Antenna Space**, **Lessee Equipment** and **Ground Space**; and
2. The CITY and the OCWUT agree to obtain and maintain, at their sole cost and expense, all governmental licenses, permits, approvals or other relief required or necessary for their use of the **Antenna Space**, **Lessee Equipment** and **Ground Space**; and
3. Neither the CITY nor the OCWUT will use any portion of the **Lessee Equipment**, **Antenna Space** or **Ground Space** in any way which interferes with the **Lessee Equipment**, or the operations of Lessee under this Lease or with



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**Attachment "E" Consideration – Page 3**

the equipment of operations of any permitted sublessee.

B. **CITY** and **OCWUT** will cause its radio interference, if any, to cease within twenty-four (24) hours after receipt of notice of interference from **Lessee**. With respect to other non-radio frequency interference from **CITY** or **OCWUT** use of the **Antenna Space, Lessee Equipment** and **Ground Space**, the **CITY** and the **OCWUT** will cause such interference to cease within seventy-two (72) hours. In the event any such interference does not cease within this cure period then the parties acknowledge that **Lessee** may suffer irreparable injury, and **Lessee** will have the right, in addition to any other rights that it may have herein, or at law or in equity, for the **CITY's** and the **OCWUT's** breach of this section, to elect to enjoin such interference or to terminate, upon notice, the **CITY's** and the **OCWUT's** right to use the **Antenna Space, Lessee Equipment** and **Ground Space** until such interference ceases; and the **CITY** and the **OCWUT** agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to the **CITY's** or the **OCWUT's** activity conducted in or on the **Lease Premises, Antenna Space, Lessee Equipment** or **Ground Space**.



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**Attachment "F" Insurance**

**Lessee** must maintain throughout the term(s) of this **Lease** general commercial liability insurance covering the acts and omissions of the **Lessee** and **Lessee's** employees, and including the **CITY** and the **OCWUT** as additional insureds as their interest may appear under this Agreement with the following limits:

Commercial General Liability with limits of \$5,000,000.00 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate; and

Standard form Property ("All Risk" coverage) equal to 100% replacement cost covering Lessee's property.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
08/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Cellco Partnership dba Verizon wireless 1095 Avenue of the Americas New York NY 10036 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Liberty Mutual Fire Ins Co		23035
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**      **CERTIFICATE NUMBER:** 570101160421      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Coverage is Included  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TB2691550588143	06/30/2023	06/30/2024	EACH OCCURRENCE	\$5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$5,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$5,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$5,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY ( Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTHER
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
The City of Oklahoma City, City Clerk, a municipal corporation and the Oklahoma City Water Utilities Trust, a public trust) are included as Additional Insured with respect to the General Liability policy.

### CERTIFICATE HOLDER

The City of Oklahoma City, City Clerk  
200 North Walker Avenue, 2nd Floor  
Oklahoma City OK 73102 USA

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
*Aon Risk Services Northeast, Inc.*

Holder Identifier :

Certificate No : 570101160421





# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
08/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b> PRODUCER CUSTOMER ID #: 57000027366		
<b>INSURED</b> Cellco Partnership dba Verizon Wireless 1095 Avenue of the Americas New York NY 10036 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Steadfast Insurance Company		26387
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER:** 570101160427      **REVISION NUMBER:**

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
A	<input checked="" type="checkbox"/>	PROPERTY	PPR373455021	12/31/2022	12/31/2023	BUILDING		
		CAUSES OF LOSS				DEDUCTIBLES	PERSONAL PROPERTY	
		BASIC				BUILDING	BUSINESS INCOME	
		BROAD				CONTENTS	EXTRA EXPENSE	
	<input checked="" type="checkbox"/>	SPECIAL					RENTAL VALUE	
		EARTHQUAKE					BLANKET BUILDING	
		WIND					<input checked="" type="checkbox"/> BLANKET PERS PROP	\$10,000,000
		FLOOD					BLANKET BLDG & PP	
		Bikt PP Ded						
	<input type="checkbox"/> INLAND MARINE	TYPE OF POLICY						
	CAUSES OF LOSS	POLICY NUMBER						
	<input type="checkbox"/> NAMED PERILS							
	<input type="checkbox"/> CRIME							
	TYPE OF POLICY							
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN							

570101160427

CERTIFICATE NUMBER:

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Coverage is provided on a Replacement Cost basis.

### CERTIFICATE HOLDER

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	AUTHORIZED REPRESENTATIVE 





AGENCY CUSTOMER ID: 570000027366

LOC #:

# ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Cellco Partnership dba Verizon wireless	
POLICY NUMBER See Certificate Number: 570101160427			
CARRIER See Certificate Number: 570101160427	NAIC CODE	EFFECTIVE DATE:	

## ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** ACORD 24    **FORM TITLE:** Certificate of Property Insurance

### Primary Addendum

Policy# PPR373455021 with Steadfast Insurance Co. is 3.33 % of the primary layer. 96.67 % of the primary layer directly placed through Exchange Indemnity Company of New Jersey.



**LEASE AGREEMENT  
CELLULAR TELEPHONE  
AC-22-0008-CT**



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**Attachment "G" Hazardous Materials**

[To be attached.]