

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by Collin County Community College District, having a mailing address of 2200 W. University Dr., McKinney, TX 75071 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Dr. NE, Suite 13-F West Tower, Atlanta, GA 30324 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at 2800 E. Spring Creek Pkwy, Plano, Texas 75074, in the County of Collin, State of Texas (collectively, the "**Entire Property**"). The portion of the Entire Property depicted on **Exhibit 1** attached hereto shall be referred to herein as the "Property." Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

(a) Landlord grants to Tenant an option (the "**Option**") to lease a certain portion of the Property containing approximately 1,225 square feet including the air space above such ground space, as described on attached **Exhibit 1** (the "**Premises**"), for the placement of Tenant's Communication Facility.

(b) During the Option Term (as hereafter defined), and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), subject to Section 5 to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Premises for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the Tests, except to the extent attributable to the grossly negligent or intentional act or omission of Landlord, its employees, agents or independent contractors. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of Four Thousand and No/100 Dollars (\$4,000.00) within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") and may be renewed by Tenant for an additional one (1) year (the "**Renewal Option Term**") upon

written notification to Landlord and the payment of an additional Four Thousand and No/100 Dollars (\$4,000.0) no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the “**Option Term.**”

(d) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not timely exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

(e) If during the Option Term, or during the term of this Agreement after the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises or Property or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises or Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the “**Communication Facility**”), as well as the right to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the “**Permitted Use**”). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of thirty (30) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use the Property as may reasonably be required during construction and installation of the Communications Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make improvements, alterations, upgrades or additions to the Premises appropriate for Tenant's Permitted Use. Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations relating to its use of the Communications Facility on the Premises. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations. Notwithstanding the foregoing, the height of the tower or monopole installed by Tenant may not exceed seventy-five (75) feet above grade. In the event Tenant desires to modify or upgrade the Communication Facility, and Tenant requires an additional portion of the Property (the “**Additional Premises**”) for such modification or upgrade, Tenant may request that Landlord lease Tenant the Additional Premises.

3. TERM.

(a) The initial lease term will be five (5) years (the “**Initial Term**”), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the “**Term Commencement Date**”). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for three (3) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions, subject to Section 4(b), unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

(c) If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to terms and conditions of this Agreement; provided, however, such Holdover Term shall not exceed two (2) years without Landlord approval. Monthly rental during any Holdover Term shall be equal to the Rent paid for the last month of the final Extension Term.

(d) The Initial Term, any Extension Terms and any Holdover Term are collectively referred to as the Term (the "**Term**").

4. **RENT.**

(a) Commencing on the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance Four Thousand and No/100 Dollars (\$4,000.00) (the "**Rent**"), at the address set forth above. Tenant shall provide Landlord with written notice of the construction commencement date. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

(b) In year one (1) of each Extension Term, the monthly Rent will increase by fifteen percent (15%) over the Rent paid during the previous five (5) year term.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within two (2) years from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

(d) In the event Tenant sublets or licenses space on the Communication Facility to a third party collocator ("**Collocator**"), Tenant shall remit twenty-five percent (25%) of the rent or license fees collected by Tenant from such Collocator (the "**Collocator Rent**") to Landlord (the "**Landlord's Revenue Share**"). Landlord's Revenue Share shall be paid at the same time Rent is due hereunder. The Collocator Rent shall be negotiated by and between Tenant and Collocator, on terms acceptable to Tenant, in Tenant's sole discretion. In calculating the amount of Landlord's Revenue Share, Collocator Rent shall not include (i) any payment received by Tenant under the applicable sublease or license for reimbursement of operating expenses or construction costs relating to the Communication Facility paid by Tenant or (ii) any other payment other than regular recurring rent or license fees. Landlord acknowledges and agrees that Landlord's Revenue Share may or may not be passed through as a cost to Collocator and in the event that Landlord's Revenue Share is passed through as a cost to Collocator the same shall not be subject to further revenue sharing or mark-up payable to Landlord. In the event Tenant sublets to more than one Collocator, Tenant shall be obligated to pay the Landlord's Revenue Share for each Collocator. Tenant shall provide Landlord, on a monthly basis, the following information: (i) list of Collocators; (ii) amount billed and received from each Collocator; and (iii) list of any electricity payments collected from each Collocator. Landlord's Revenue Share shall be paid at the time Rent is due. Tenant's obligation to pay Landlord's Revenue Share to Landlord shall expire or abate, as applicable, at such time as the Collocator does not pay Collocator Rent to Tenant, and shall resume, as applicable, if and when the Collocator resumes paying such recurring Collocator Rent and the Landlord's Revenue Share shall be prorated for partial periods.

5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to seek and make application for Government Approvals for Tenant's

Permitted Use under this Agreement , and Landlord agrees to reasonably cooperate with Tenant, at no cost to Landlord, with such applications and with obtaining and maintaining the Government Approvals, provided, however, that any zoning applications for the Property must be approved and executed by Landlord. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities, at Tenant's expense.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice, at Tenant's expense.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its reasonable discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines during the Option Term, in its reasonable discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to six (6) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 11(d) Environmental, 18 Condemnation, or 19 Casualty.

7. INSURANCE. During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

- (ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and
- (iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

8. INTERFERENCE.

(a) Where there are existing radio frequency user(s) on the Property, Landlord will provide Tenant, upon execution of this Agreement, with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulation. Tenant will cause such interference to cease within forty-eight (48) hours after receipt of written notice of interference from Landlord. In the event any such interference does not cease within the aforementioned cure period, Tenant shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees, agents, of independent contractors to use, any portion of the Property in any way which materially interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within forty-eight (48) hours after receipt of written notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) The installation, maintenance and operation of the Communication Facility will not interfere with the Landlord's lawfully installed and properly operated emergency police equipment or operations within the Property. In the event Tenant's installations interfere with Landlord's emergency police equipment or operations, Tenant will cease the operations suspected of causing such interference within forty-eight (48) hours after receipt of written notice thereof from Landlord (except for intermittent testing to determine the cause of such interference) until Tenant is able to resolve the interference. If the interference cannot be resolved, either party will be entitled to terminate this Agreement.

(e) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the grossly negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying

party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that to the best of its knowledge: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants to the best of its knowledge after reasonable investigation that, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation investigation or proceedings ("**Claims**"), only to the extent arising from Tenant's breach of its obligations or representations under Section 11(a). Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, only to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in the Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord. In the event Landlord becomes aware of Tenant's responsibility for the existence of any hazardous materials on the Property in violation of applicable law, and Tenant fails to remedy such condition as required by applicable law, Landlord may terminate this Agreement upon written notice to Tenant.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access (“**Access**”) to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such access. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant’s request, Landlord shall execute additional letters during the Term. If Landlord fails to provide the access granted by this Section 12, such failure shall be a default under this Agreement.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant’s personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant’s above-ground improvements and Tenant will restore the Premises to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty excepted. Footings, foundations, concrete and conduit will be removed to a depth of three feet below grade. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs, or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant’s reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within thirty (30) days after receipt of written notice from Landlord specifying the failure. No such

failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) failure to provide access to the Premises as required by Section 12 of this Agreement or to cure an interference problem within forty-eight (48) hours after receipt of written notice of such failure as required by Section 8 of this Agreement; or (ii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within thirty (30) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and be reimbursed by Landlord for such costs to cure, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign, sell or transfer its interest under this Agreement without the approval or consent of Landlord, to Tenant's Affiliate or to any entity (i) licensed by the Federal Communications Commission ("FCC") for the Permitted Use and (ii) having a net worth of at least Fifty Million Dollars (\$50,000,000) which acquires all or substantially all of the Tenant's assets in the market defined by FCC in which the Property is located by reason of a merger, acquisition, or other business reorganization. Subject to Section 4(d), Tenant shall have the right to sublease the Premises, in whole or in part, without Landlord's consent. Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed.

17. NOTICES.

All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: DXU2828; Cell Site Name: Spring Creek / Jupiter (TX)
Fixed Asset No: 12572515
575 Morosgo Dr. NE
Suite 13-F West Tower
Atlanta, GA 30324

With a copy to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: DXU2828; Cell Site Name: Spring Creek / Jupiter (TX)
Fixed Asset No: 12572515
208 S. Akard Street
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: Collin County Community College District
2200 W. University Dr.
McKinney, TX 75071
Attention: Facilities Management

Either party hereto may change the place for the giving of notice to it by ten (10) days' prior written notice to the other as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within ten (10) business days. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within three (3) business days of the casualty or other harm. If any part of the Communication Facility or Property is materially damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole but reasonable determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of the Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. Landlord agrees that the Rent shall be abated until the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. Intentionally deleted.

21. TAXES.

(a) As required by applicable law, Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the

date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant.

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax addresses changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration -- Taxes
Re: Cell Site #: DXU2828; Cell Site Name: Spring Creek / Jupiter (TX)
Fixed Asset No: 12572515
575 Morosgo Drive NE
Suite 13-F West Tower
Atlanta, GA 30324

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event the Property is transferred, the new landlord shall

have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in Rent to the new Landlord.

(c) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. **Intentionally deleted.**

24. **MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, or thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease. Following the expiration or termination of this Agreement, upon Landlord's request, Tenant shall execute a Termination of Memorandum of Lease prepared by Landlord that Landlord may record.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(e) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(f) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(g) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in this Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the

ambiguity shall not be resolved on the basis of who drafted the Agreement; and (viii) the singular use of words includes the plural where appropriate.

(h) **Affiliates.** All references to “Tenant” shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. “Affiliate” means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. “Control” of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(i) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(j) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord’s name or address.

(k) **No Electronic Signatures/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(l) **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court of agency of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (b) the parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the parties’ intentions to the greatest lawful extent. If any such action or determination renders the overall performance of this Agreement impossible or materially impairs the original purpose, intent or consideration of this Agreement, and the parties are, despite the good faith efforts of each, unable to amend this Agreement to retain the original purpose, intent and consideration in compliance with that court or agency determination, either party may terminate this Agreement upon sixty (60) days’ prior written notice to the other party.

(m) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(o) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations (“**Laws**”) applicable to Tenant’s use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord’s ownership and use of the Property and any improvements on the Property.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

Collin County Community College District

By: _____

Print Name: _____

Its: _____

Date: _____

"TENANT"

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

By: AT&T Mobility Corporation

Its: Manager

By: _____

Print Name: _____

Its: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF TEXAS }

COUNTY OF _____ }

On the ____ day of _____, 2014, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____ }

COUNTY OF _____ }

BE IT REMEMBERED, that on this ____ day of _____, 20__ before me, the subscriber, a person authorized to take oaths in the State of _____, personally appeared _____ who, being duly sworn on his/her oath, deposed and made proof to my satisfaction that he/she is the person named in the within instrument; and I, having first made known to him/her the contents thereof, he/she did acknowledge that he/she signed, sealed and delivered the same as his/her voluntary act and deed for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 9

to the Option and Lease Agreement dated _____, 2014, by and between Collin County Community College District, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The **Entire Property** is legally described as follows:

BEING in the Manley S. Beck Survey, Abstract No. 76, and being a resurvey of a part of a called 168.55 acre tract of land described in a deed from John Meaders to Abbie Lou Headers as recorded in Volume 917, Page 86 of the Collin County Deed Records, said part being more particularly described as follows:

BEGINNING at a fence corner post at the most westerly Northwest corner of the said called 168.55 acre tract, said point being in the East line of Jupiter Road;

THENCE N89°00'00"E, 2020.04 feet along an established fence and tree line on a North line of the said called 168.55 acre tract to a fence corner post at an inner "ell" corner thereof;

THENCE N01°03'08"E, 545.07 feet and N00°45'16"W, 179.54 feet along an established fence and tree line to a 1/2" iron rod set in the proposed centerline of Spring Creek Parkway, said point being the beginning of a curve to the right having a central angle of 20 degrees 24'28", a radius of 3500.00 feet and a chord bearing S30°06'12"E 1240.06 feet;

THENCE along said curve to the right along the proposed centerline of Spring Creek Parkway, a distance of 1246.64 feet to a 1/2" iron rod set at the end of said curve, said point being the beginning of a curve to the left having a central angle of 20 degrees 14'26", a radius of 3500.00 feet and a chord bearing S30°01'11"E, 1230.00 feet;

THENCE along said curve to the left along the proposed centerline of Spring Creek Parkway a distance of 1236.42 feet to a 1/2" iron rod set at the end of said curve, said point being in a South line of the said called 168.55 acre tract, and bears N89 degrees 01'11"W, 815.00 feet from the most easterly Southeast corner of the said called 168.55 acre tract in the center of a creek;

THENCE N89°01'11"W, 3245.85 feet partially along a South line of the said called 168.55 acre tract to a 1/2" iron rod set in a fenceline on the West line of the said called 168.55 acre tract, said point also being in the East line of Jupiter Road;

THENCE N 09 degrees 45'10"E, 38.90 feet, N01°30' 14"E, 162.64 feet and N01 degrees 32'31"W, 1122.00 feet along a fence on the West line of the said called 168.55 acre tract and the East line of Jupiter Road to the place of beginning and containing 92.7956 acres or 4,042,174 square feet of land, more or less.

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 1
DESCRIPTION OF PREMISES
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The Premises are described and/or depicted as follows:

BEING a tract of land situated in the Manley S. Beck Survey, Abstract No. 76, Collin County, Texas, also being situated in Lot 1R, Block 1 of the Spring Creek Campus Addition, an addition to the City of Plano, Collin County, Texas, according to the map or plat thereof dated April 27, 2012 and recorded in Cabinet 2012, Page 134, Official Public Records, Collin County, Texas, and being out of and a portion of that certain 92.7956 acre tract of land conveyed to Collin County Community College District, according to that Warranty Deed dated December 18, 1985, and recorded on Volume 2275, Page 877, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the southeast corner of said 92.7956 acre tract, same being the northeast corner of Block B, of The Hills of Spring Creek Addition, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet P, Page 539, Plat Records, Collin County, Texas, same corner being in the westerly right-of-way line of Spring Creek Parkway (a 160' R.O.W.), from which a 5/8 inch iron rod found bears North 44 degrees 56 minutes 29 seconds West, a distance of 2,720.48 feet, same point being in a non-tangent curve to the right;

THENCE along the westerly right-of-way line of said Spring Creek Parkway, same being the northeasterly line of said 92.7956 acre tract, along said curve to the right having a radius of 3,580.00 feet, an arc distance of 309.49 feet, through a central angle of 04 degrees 57 minutes 12 seconds, and whose chord bears North 36 degrees 43 minutes 56 seconds West, a distance of 309.39 feet to a Point;

THENCE departing the westerly right-of-way line of said Spring Creek Parkway, through the interior of said 92.7956 acre tract, the following two (2) courses;

1. South 66 degrees 52 minutes 51 seconds West, a distance of 135.91 feet to a Point;
2. North 23 degrees 07 minutes 09 seconds West, a distance of 10.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125" at the Northeast corner of the herein described Lease Area for the POINT OF BEGINNING hereof;

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THENCE continuing through the interior of said 92.7956 acre tract, the following four (4) courses;

1. South 23 degrees 07 minutes 10 seconds East, a distance of 35.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125" at the Southeast corner of the herein described Lease Area;
2. South 66 degrees 52 minutes 50 seconds West, a distance of 35.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125" at the Southwest corner of the herein described Lease Area;
3. North 23 degrees 07 minutes 10 seconds West, a distance of 35.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125" at the Northwest corner of the herein described Lease Area;
4. North 66 degrees 52 minutes 50 seconds East, a distance of 35.00 feet to the POINT OF BEGINNING hereof and containing 0.0281 acres or 1,225 square feet of land, more or less.

Together with the following Access and Utility/Fiber Easement:

BEING a tract of land situated in the Manley S. Beck Survey, Abstract No. 76, Collin County, Texas, also being situated in Lot 1R, Block 1 of the Spring Creek Campus Addition, an addition to the City of Plano, Collin County, Texas, according to the map or plat thereof dated April 27, 2012 and recorded in Cabinet 2012, Page 134, Official Public Records, Collin County, Texas, and being out of and a portion of that certain 92.7956 acre tract of land conveyed to Collin County Community College District, according to that Warranty Deed dated December 18, 1985, and recorded on Volume 2275, Page 877, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the southeast corner of said 92.7956 acre tract, same being the northeast corner of Block B, of The Hills of Spring Creek Addition, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet P, Page 539, Plat Records, Collin County, Texas, same corner being in the westerly right-of-way line of Spring Creek Parkway (a 160' R.O.W.), from which a 5/8 inch iron rod found bears North 44 degrees 56 minutes 29 seconds West, a distance of 2,720.48 feet, same point being in a non-tangent curve to the right;

THENCE along the westerly right-of-way line of said Spring Creek Parkway, same being the northeasterly line of said 92.7956 acre tract, along said curve to the right having a radius of 3,580.00 feet, an arc distance of 309.49 feet, through a central angle of 04 degrees 57 minutes 12 seconds, and whose chord bears North 36 degrees 43 minutes 56 seconds West, a distance of 309.39 feet to a Point;

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DESCRIPTION OF PREMISES
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THENCE departing the westerly right-of-way line of said Spring Creek Parkway, through the interior of said 92.7956 acre tract, the following three (3) courses;

1. South 66 degrees 52 minutes 51 seconds West, a distance of 135.91 feet to a Point;
2. North 23 degrees 07 minutes 09 seconds West, a distance of 10.00 feet to a Point, same being a 5/8" iron rod set with cap marked "WEBB-4125" at the Northeast corner of the hereon described Lease Area;
3. South 66 degrees 52 minutes 50 seconds West, along the northerly line of said Lease Area, a distance of 10.00 feet to the POINT OF BEGINNING hereof;

THENCE continuing through the interior of said 92.7956 acre tract, the following fifteen (15) courses;

1. South 66 degrees 52 minutes 50 seconds West, continuing along the northerly line of said Lease Area, a distance of 15.00 feet to a Point;
2. North 23 degrees 07 minutes 10 seconds West, a distance of 18.35 feet to a Point;
3. North 68 degrees 29 minutes 12 seconds West, a distance of 140.53 feet to a Point;
4. North 30 degrees 26 minutes 23 seconds West, a distance of 63.69 feet to a Point;
5. North 70 degrees 41 minutes 13 seconds West, a distance of 30.30 feet to a Point;
6. South 89 degrees 51 minutes 36 seconds West, a distance of 199.56 feet to a Point;
7. South 86 degrees 43 minutes 24 seconds West, a distance of 120.43 feet to a Point;
8. South 77 degrees 00 minutes 27 seconds West, a distance of 203.25 feet to a Point;
9. North 32 degrees 53 minutes 40 seconds West, a distance of 23.92 feet to a Point;
10. North 07 degrees 43 minutes 29 seconds East, a distance of 23.56 feet to a Point;
11. North 65 degrees 12 minutes 28 seconds East, a distance of 90.91 feet to a Point, same being the point of commencement of a curve to the right;

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12. Along said curve to the right having a radius of 618.11 feet, an arc distance of 194.57 feet, through a central angle of 18 degrees 02 minutes 10 seconds, and whose chord bears North 74 degrees 13 minutes 33 seconds East, a distance of 193.77 feet to the point of termination of said curve to the right;
13. North 83 degrees 14 minutes 38 seconds East, a distance of 29.46 feet to a Point, same being the point of commencement of a curve to the right;
14. Along said curve to the right having a radius of 581.11 feet, an arc distance of 167.94 feet, through a central angle of 16 degrees 33 minutes 32 seconds, and whose chord bears South 88 degrees 28 minutes 35 seconds East, a distance of 167.36 feet to the point of reverse of a curve to the left;
15. Along said curve to the left having a radius of 499.46 feet, an arc distance of 295.19 feet, through a central angle of 33 degrees 51 minutes 44 seconds, and whose chord bears North 82 degrees 52 minutes 19 seconds East, a distance of 290.91 feet to a Point, same point being in the westerly right-of-way line of said Spring Creek Parkway, same being the easterly line of said 92.7956 acre tract, also being in a non-tangent curve to the left;

THENCE along the westerly right-of-way line of said Spring Creek Parkway, same being the easterly line of said 92.7956 acre tract, along said curve to the left having a radius of 3580.00 feet, an arc distance of 15.10 feet, through a central angle of 00 degrees 14 minutes 30 seconds, and whose chord bears South 30 degrees 40 minutes 03 seconds East, a distance of 15.10 feet to a Point in said curve to the left, same being the point of commencing of a non-tangent curve to the right;

THENCE departing the westerly right-of-way line of said Spring Creek Parkway, through the interior of said 92.7956 acre tract, the following fourteen (14) courses;

1. Along said curve to the right having a radius of 514.46 feet, an arc distance of 305.79 feet, through a central angle of 34 degrees 03 minutes 21 seconds, and whose chord bears South 82 degrees 46 minutes 30 seconds West, a distance of 301.31 feet to a point of reverse of a curve to the left;
2. Along said curve to the left having a radius of 566.11 feet, an arc distance of 163.61 feet, through a central angle of 16 degrees 33 minutes 32 seconds, and whose chord bears North 88 degrees 28 minutes 35 seconds West, a distance of 163.04 feet to the Point of termination of said curve to the left;
3. South 83 degrees 14 minutes 38 seconds West, a distance of 29.46 feet to a Point, same being the point of commencement of a curve to the left;

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4. Along said curve to the left having a radius of 603.11 feet, an arc distance of 189.85 feet, through a central angle of 18 degrees 02 minutes 10 seconds, and whose chord bears South 74 degrees 13 minutes 33 seconds West, a distance of 189.07 feet to the Point of termination of said curve to the left;
5. South 65 degrees 12 minutes 28 seconds West, a distance of 82.68 feet to a Point;
6. South 07 degrees 43 minutes 29 seconds West, a distance of 9.78 feet to a Point;
7. South 32 degrees 53 minutes 40 seconds East, a distance of 7.84 feet to a Point;
8. North 77 degrees 00 minutes 27 seconds East, a distance of 194.00 feet to a Point;
9. North 86 degrees 43 minutes 24 seconds East, a distance of 122.12 feet to a Point;
10. North 89 degrees 51 minutes 36 seconds East, a distance of 202.54 feet to a Point;
11. South 70 degrees 41 minutes 13 seconds East, a distance of 38.37 feet to a Point;
12. South 30 degrees 26 minutes 23 seconds East, a distance of 64.02 feet to a Point;
13. South 68 degrees 29 minutes 12 seconds East, a distance of 141.63 feet to a Point;
14. South 23 degrees 07 minutes 10 seconds East, a distance of 24.62 feet to the POINT OF BEGINNING hereof and containing 0.5472 acres 23,835 square feet of land, more or less.

Together with the following Utility/Fiber Easement:

BEING a tract of land situated in the Manley S. Beck Survey, Abstract No. 76, Collin County, Texas, also being situated in Lot 1R, Block 1 of the Spring Creek Campus Addition, an addition to the City of Plano, Collin County, Texas, according to the map or plat thereof dated April 27, 2012 and recorded in Cabinet 2012, Page 134, Official Public Records, Collin County, Texas, and being out of and a portion of that certain 92.7956 acre tract of land conveyed to Collin County Community College District, according to that Warranty Deed dated December 18, 1985, and recorded on Volume 2275, Page 877, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

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COMMENCING at the southeast corner of said 92.7956 acre tract, same being the northeast corner of Block B, of The Hills of Spring Creek Addition, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet P, Page 539, Plat Records, Collin County, Texas, same corner being in the westerly right-of-way line of Spring Creek Parkway (a 160' R.O.W.), from which a 5/8 inch iron rod found bears North 44 degrees 56 minutes 29 seconds West, a distance of 2,720.48 feet, same point being in a non-tangent curve to the right;

THENCE along the westerly right-of-way line of said Spring Creek Parkway, same being the northeasterly line of said 92.7956 acre tract, along said curve to the right having a radius of 3,580.00 feet, an arc distance of 309.49 feet, through a central angle of 04 degrees 57 minutes 12 seconds, and whose chord bears North 36 degrees 43 minutes 56 seconds West, a distance of 309.39 feet to the POINT OF BEGINNING hereof;

THENCE departing the westerly right-of-way line of said Spring Creek Parkway, through the interior of said 92.7956 acre tract, the following three (3) courses;

1. South 66 degrees 52 minutes 51 seconds West, a distance of 135.91 feet to a Point, same point being in the easterly line of the hereon described Lease Area;
2. North 23 degrees 07 minutes 09 seconds West, a distance of 10.00 feet to Point, same being a 5/8" iron rod set with cap marked "WEBB-4125" at the Northeast corner of said Lease Area;
3. North 66 degrees 25 minutes 51 seconds East, a distance of 133.95 feet to a Point, same point being in the westerly right-of-way line of said Spring Creek Parkway, same being the easterly line of said 92.7956 acre tract, same, also being in a non-tangent curve to the left;

THENCE along the westerly right-of-way line of said Spring Creek Parkway, same being the easterly line of said 92.7956 acre tract, along said curve to the left having a radius of 3,580.00 feet, an arc distance of 10.19 feet, through a central angle of 00 degrees 09 minutes 47 seconds, and whose chord bears South 34 degrees 10 minutes 27 seconds East, a distance of 10.19 feet to the POINT OF BEGINNING hereof and containing 0.0310 acres or 1,349 square feet of land, more or less.

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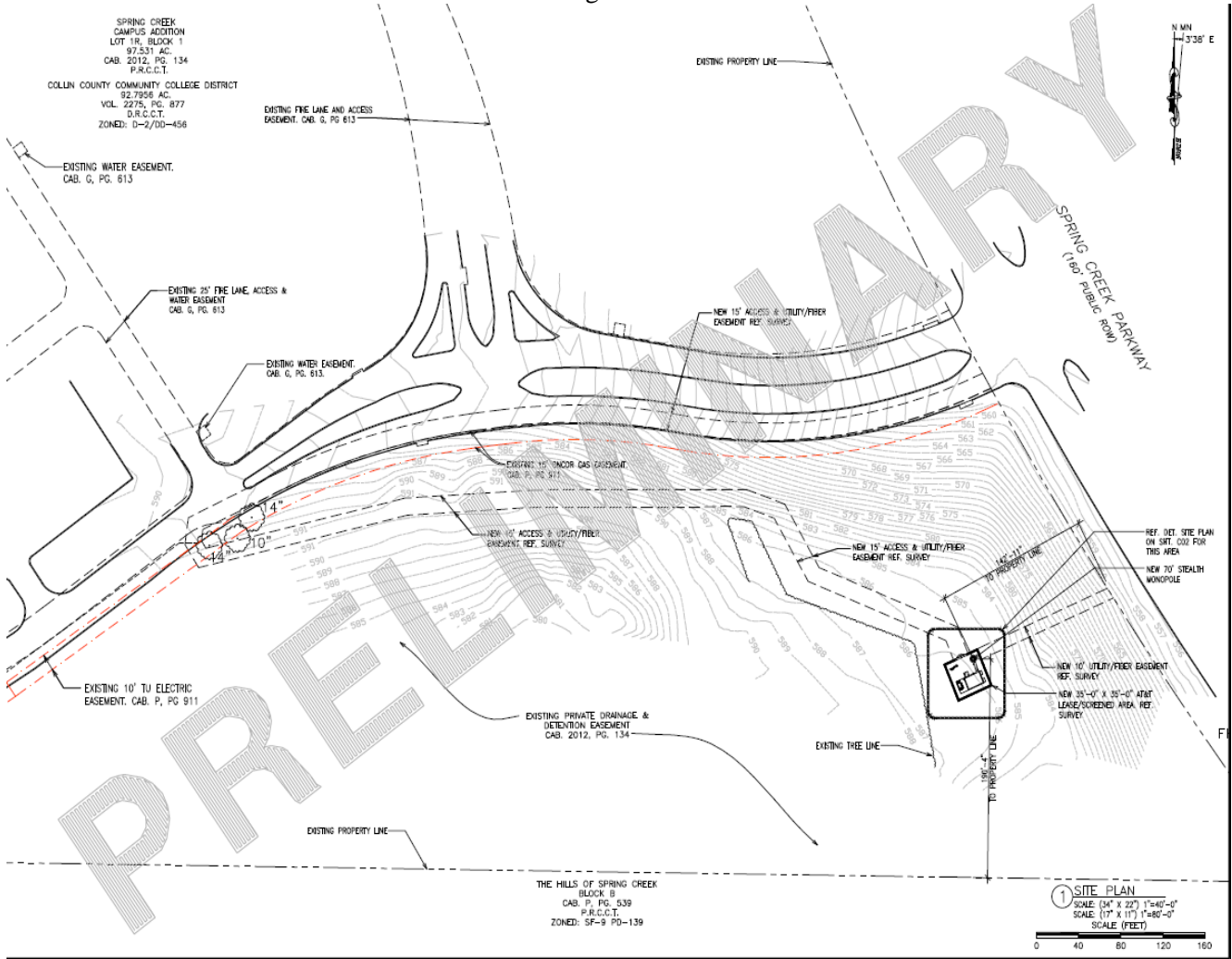
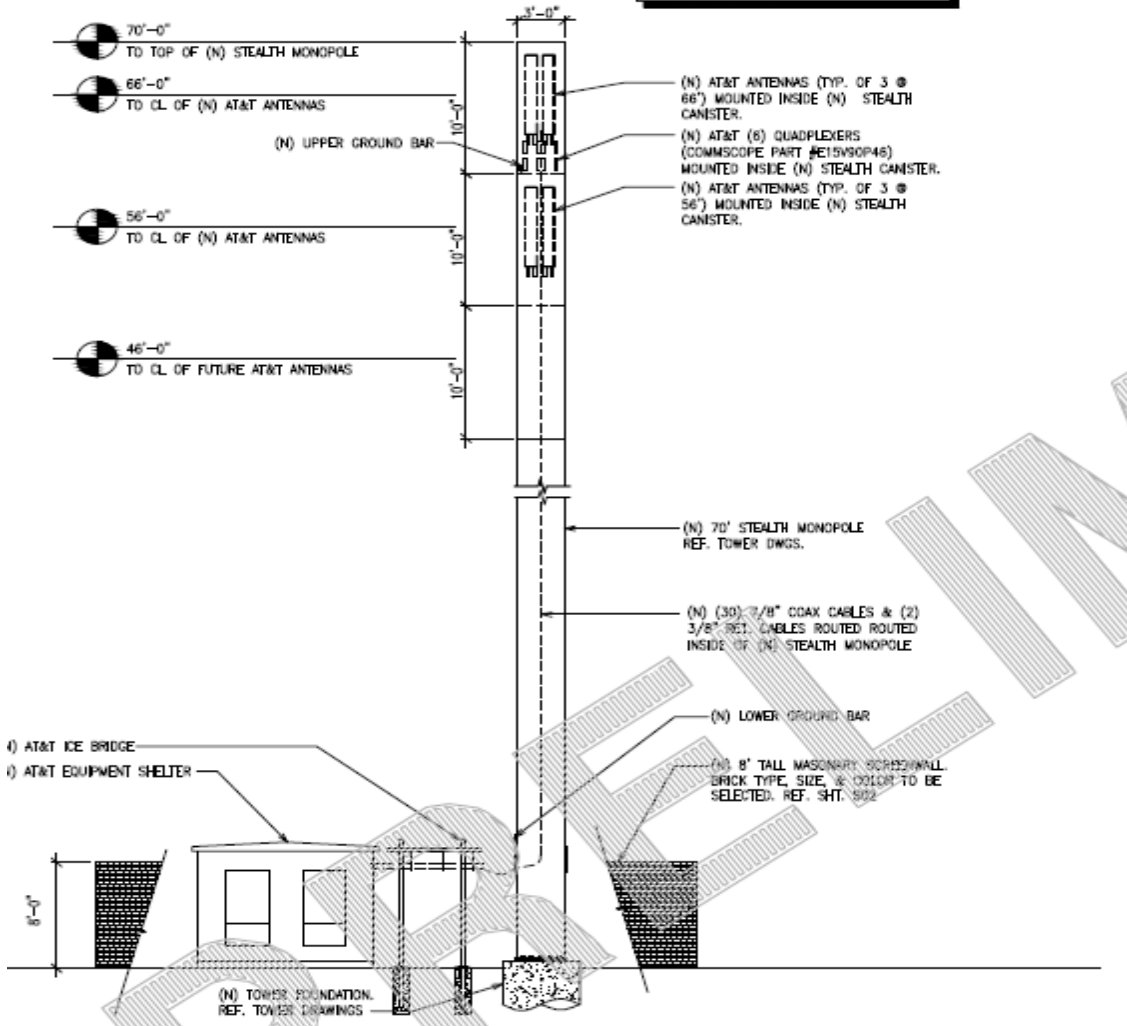


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PRIOR TO INSTALLING ANY EQUIPMENT ON TOWER, CONTRACTOR SHALL REFER TO THE CURRENT STRUCTURAL ANALYSIS/TOWER DRAWINGS BY TOWER MANUFACTURER.



1 TOWER ELEVATION
SCALE: NTS

EXHIBIT 12

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

[Landlord Letterhead]

DATE

Building Staff / Security Staff
Landlord, Lessee, Licensee
Street Address
City, State, Zip

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors (“representatives”) 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord Signature

EXHIBIT 24b

**FORM OF
MEMORANDUM OF LEASE**

Prepared by and Return to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
575 Morosgo Drive NE
Suite 13-F West Tower
Atlanta, GA 30324

Re: Cell Site # _____
Cell Site Name: _____
Fixed Asset # _____
State: _____
County: _____

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 20____, by and between _____, a _____, having a mailing address of Collin County Community College District (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Suite 13-F West Tower, Atlanta, GA 30324 (“**Tenant**”).

1. Landlord and Tenant entered into a certain Option and Lease Agreement (“**Agreement**”) on the ____ day of _____, 20____, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant’s exercise of its option, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

Collin County Community College District

By: _____

Print Name: _____

Its: _____

Date: _____

"TENANT"

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

By: AT&T Mobility Corporation

Its: Manager

By: _____

Print Name: _____

Its: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 7

to the Memorandum of Lease dated _____, 20__, by and between Collin County Community College District, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The **Entire Property** is legally described as follows:

BEING in the Manley S. Beck Survey, Abstract No. 76, and being a resurvey of a part of a called 168.55 acre tract of land described in a deed from John Meaders to Abbie Lou Headers as recorded in Volume 917, Page 86 of the Collin County Deed Records, said part being more particularly described as follows:

BEGINNING at a fence corner post at the most westerly Northwest corner of the said called 168.55 acre tract, said point being in the East line of Jupiter Road;

THENCE N89°00'00"E, 2020.04 feet along an established fence and tree line on a North line of the said called 168.55 acre tract to a fence corner post at an inner "ell" corner thereof;

THENCE N01°03'08"E, 545.07 feet and N00°45'16"W, 179.54 feet along an established fence and tree line to a 1/2" iron rod set in the proposed centerline of Spring Creek Parkway, said point being the beginning of a curve to the right having a central angle of 20 degrees 24'28", a radius of 3500.00 feet and a chord bearing S30°06'12"E 1240.06 feet;

THENCE along said curve to the right along the proposed centerline of Spring Creek Parkway, a distance of 1246.64 feet to a 1/2" iron rod set at the end of said curve, said point being the beginning of a curve to the left having a central angle of 20 degrees 14'26", a radius of 3500.00 feet and a chord bearing S30°01'11"E, 1230.00 feet;

THENCE along said curve to the left along the proposed centerline of Spring Creek Parkway a distance of 1236.42 feet to a 1/2" iron rod set at the end of said curve, said point being in a South line of the said called 168.55 acre tract, and bears N89 degrees 01'11"W, 815.00 feet from the most easterly Southeast corner of the said called 168.55 acre tract in the center of a creek;

THENCE N89°01'11"W, 3245.85 feet partially along a South line of the said called 168.55 acre tract to a 1/2" iron rod set in a fenceline on the West line of the said called 168.55 acre tract, said point also being in the East line of Jupiter Road;

THENCE N 09 degrees 45'10"E, 38.90 feet, N01°30' 14"E, 162.64 feet and N01 degrees 32'31"W, 1122.00 feet along a fence on the West line of the said called 168.55 acre tract and the East line of Jupiter Road to the place of beginning and containing 92.7956 acres or 4,042,174 square feet of land, more or less.

EXHIBIT 1
DESCRIPTION OF PREMISES
Page 2 of 7

The Premises are described and/or depicted as follows:

BEING a tract of land situated in the Manley S. Beck Survey, Abstract No. 76, Collin County, Texas, also being situated in Lot 1R, Block 1 of the Spring Creek Campus Addition, an addition to the City of Plano, Collin County, Texas, according to the map or plat thereof dated April 27, 2012 and recorded in Cabinet 2012, Page 134, Official Public Records, Collin County, Texas, and being out of and a portion of that certain 92.7956 acre tract of land conveyed to Collin County Community College District, according to that Warranty Deed dated December 18, 1985, and recorded on Volume 2275, Page 877, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the southeast corner of said 92.7956 acre tract, same being the northeast corner of Block B, of The Hills of Spring Creek Addition, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet P, Page 539, Plat Records, Collin County, Texas, same corner being in the westerly right-of-way line of Spring Creek Parkway (a 160' R.O.W.), from which a 5/8 inch iron rod found bears North 44 degrees 56 minutes 29 seconds West, a distance of 2,720.48 feet, same point being in a non-tangent curve to the right;

THENCE along the westerly right-of-way line of said Spring Creek Parkway, same being the northeasterly line of said 92.7956 acre tract, along said curve to the right having a radius of 3,580.00 feet, an arc distance of 309.49 feet, through a central angle of 04 degrees 57 minutes 12 seconds, and whose chord bears North 36 degrees 43 minutes 56 seconds West, a distance of 309.39 feet to a Point;

THENCE departing the westerly right-of-way line of said Spring Creek Parkway, through the interior of said 92.7956 acre tract, the following two (2) courses;

1. South 66 degrees 52 minutes 51 seconds West, a distance of 135.91 feet to a Point;
2. North 23 degrees 07 minutes 09 seconds West, a distance of 10.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125" at the Northeast corner of the herein described Lease Area for the POINT OF BEGINNING hereof;

EXHIBIT 1
DESCRIPTION OF PREMISES
Page 3 of 7

THENCE continuing through the interior of said 92.7956 acre tract, the following four (4) courses;

1. South 23 degrees 07 minutes 10 seconds East, a distance of 35.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125" at the Southeast corner of the herein described Lease Area;
2. South 66 degrees 52 minutes 50 seconds West, a distance of 35.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125" at the Southwest corner of the herein described Lease Area;
3. North 23 degrees 07 minutes 10 seconds West, a distance of 35.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125" at the Northwest corner of the herein described Lease Area;
4. North 66 degrees 52 minutes 50 seconds East, a distance of 35.00 feet to the POINT OF BEGINNING hereof and containing 0.0281 acres or 1,225 square feet of land, more or less.

Together with the following Access and Utility/Fiber Easement:

BEING a tract of land situated in the Manley S. Beck Survey, Abstract No. 76, Collin County, Texas, also being situated in Lot 1R, Block 1 of the Spring Creek Campus Addition, an addition to the City of Plano, Collin County, Texas, according to the map or plat thereof dated April 27, 2012 and recorded in Cabinet 2012, Page 134, Official Public Records, Collin County, Texas, and being out of and a portion of that certain 92.7956 acre tract of land conveyed to Collin County Community College District, according to that Warranty Deed dated December 18, 1985, and recorded on Volume 2275, Page 877, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the southeast corner of said 92.7956 acre tract, same being the northeast corner of Block B, of The Hills of Spring Creek Addition, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet P, Page 539, Plat Records, Collin County, Texas, same corner being in the westerly right-of-way line of Spring Creek Parkway (a 160' R.O.W.), from which a 5/8 inch iron rod found bears North 44 degrees 56 minutes 29 seconds West, a distance of 2,720.48 feet, same point being in a non-tangent curve to the right;

THENCE along the westerly right-of-way line of said Spring Creek Parkway, same being the northeasterly line of said 92.7956 acre tract, along said curve to the right having a radius of 3,580.00 feet, an arc distance of 309.49 feet, through a central angle of 04 degrees 57 minutes 12 seconds, and whose chord bears North 36 degrees 43 minutes 56 seconds West, a distance of 309.39 feet to a Point;

EXHIBIT 1
DESCRIPTION OF PREMISES
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THENCE departing the westerly right-of-way line of said Spring Creek Parkway, through the interior of said 92.7956 acre tract, the following three (3) courses;

1. South 66 degrees 52 minutes 51 seconds West, a distance of 135.91 feet to a Point;
2. North 23 degrees 07 minutes 09 seconds West, a distance of 10.00 feet to a Point, same being a 5/8" iron rod set with cap marked "WEBB-4125" at the Northeast corner of the hereon described Lease Area;
3. South 66 degrees 52 minutes 50 seconds West, along the northerly line of said Lease Area, a distance of 10.00 feet to the POINT OF BEGINNING hereof;

THENCE continuing through the interior of said 92.7956 acre tract, the following fifteen (15) courses;

1. South 66 degrees 52 minutes 50 seconds West, continuing along the northerly line of said Lease Area, a distance of 15.00 feet to a Point;
2. North 23 degrees 07 minutes 10 seconds West, a distance of 18.35 feet to a Point;
3. North 68 degrees 29 minutes 12 seconds West, a distance of 140.53 feet to a Point;
4. North 30 degrees 26 minutes 23 seconds West, a distance of 63.69 feet to a Point;
5. North 70 degrees 41 minutes 13 seconds West, a distance of 30.30 feet to a Point;
6. South 89 degrees 51 minutes 36 seconds West, a distance of 199.56 feet to a Point;
7. South 86 degrees 43 minutes 24 seconds West, a distance of 120.43 feet to a Point;
8. South 77 degrees 00 minutes 27 seconds West, a distance of 203.25 feet to a Point;
9. North 32 degrees 53 minutes 40 seconds West, a distance of 23.92 feet to a Point;
10. North 07 degrees 43 minutes 29 seconds East, a distance of 23.56 feet to a Point;
11. North 65 degrees 12 minutes 28 seconds East, a distance of 90.91 feet to a Point, same being the point of commencement of a curve to the right;

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DESCRIPTION OF PREMISES
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12. Along said curve to the right having a radius of 618.11 feet, an arc distance of 194.57 feet, through a central angle of 18 degrees 02 minutes 10 seconds, and whose chord bears North 74 degrees 13 minutes 33 seconds East, a distance of 193.77 feet to the point of termination of said curve to the right;
13. North 83 degrees 14 minutes 38 seconds East, a distance of 29.46 feet to a Point, same being the point of commencement of a curve to the right;
14. Along said curve to the right having a radius of 581.11 feet, an arc distance of 167.94 feet, through a central angle of 16 degrees 33 minutes 32 seconds, and whose chord bears South 88 degrees 28 minutes 35 seconds East, a distance of 167.36 feet to the point of reverse of a curve to the left;
15. Along said curve to the left having a radius of 499.46 feet, an arc distance of 295.19 feet, through a central angle of 33 degrees 51 minutes 44 seconds, and whose chord bears North 82 degrees 52 minutes 19 seconds East, a distance of 290.91 feet to a Point, same point being in the westerly right-of-way line of said Spring Creek Parkway, same being the easterly line of said 92.7956 acre tract, also being in a non-tangent curve to the left;

THENCE along the westerly right-of-way line of said Spring Creek Parkway, same being the easterly line of said 92.7956 acre tract, along said curve to the left having a radius of 3580.00 feet, an arc distance of 15.10 feet, through a central angle of 00 degrees 14 minutes 30 seconds, and whose chord bears South 30 degrees 40 minutes 03 seconds East, a distance of 15.10 feet to a Point in said curve to the left, same being the point of commencing of a non-tangent curve to the right;

THENCE departing the westerly right-of-way line of said Spring Creek Parkway, through the interior of said 92.7956 acre tract, the following fourteen (14) courses;

1. Along said curve to the right having a radius of 514.46 feet, an arc distance of 305.79 feet, through a central angle of 34 degrees 03 minutes 21 seconds, and whose chord bears South 82 degrees 46 minutes 30 seconds West, a distance of 301.31 feet to a point of reverse of a curve to the left;
2. Along said curve to the left having a radius of 566.11 feet, an arc distance of 163.61 feet, through a central angle of 16 degrees 33 minutes 32 seconds, and whose chord bears North 88 degrees 28 minutes 35 seconds West, a distance of 163.04 feet to the Point of termination of said curve to the left;
3. South 83 degrees 14 minutes 38 seconds West, a distance of 29.46 feet to a Point, same being the point of commencement of a curve to the left;

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DESCRIPTION OF PREMISES
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4. Along said curve to the left having a radius of 603.11 feet, an arc distance of 189.85 feet, through a central angle of 18 degrees 02 minutes 10 seconds, and whose chord bears South 74 degrees 13 minutes 33 seconds West, a distance of 189.07 feet to the Point of termination of said curve to the left;
5. South 65 degrees 12 minutes 28 seconds West, a distance of 82.68 feet to a Point;
6. South 07 degrees 43 minutes 29 seconds West, a distance of 9.78 feet to a Point;
7. South 32 degrees 53 minutes 40 seconds East, a distance of 7.84 feet to a Point;
8. North 77 degrees 00 minutes 27 seconds East, a distance of 194.00 feet to a Point;
9. North 86 degrees 43 minutes 24 seconds East, a distance of 122.12 feet to a Point;
10. North 89 degrees 51 minutes 36 seconds East, a distance of 202.54 feet to a Point;
11. South 70 degrees 41 minutes 13 seconds East, a distance of 38.37 feet to a Point;
12. South 30 degrees 26 minutes 23 seconds East, a distance of 64.02 feet to a Point;
13. South 68 degrees 29 minutes 12 seconds East, a distance of 141.63 feet to a Point;
14. South 23 degrees 07 minutes 10 seconds East, a distance of 24.62 feet to the POINT OF BEGINNING hereof and containing 0.5472 acres 23,835 square feet of land, more or less.

Together with the following Utility/Fiber Easement:

BEING a tract of land situated in the Manley S. Beck Survey, Abstract No. 76, Collin County, Texas, also being situated in Lot 1R, Block 1 of the Spring Creek Campus Addition, an addition to the City of Plano, Collin County, Texas, according to the map or plat thereof dated April 27, 2012 and recorded in Cabinet 2012, Page 134, Official Public Records, Collin County, Texas, and being out of and a portion of that certain 92.7956 acre tract of land conveyed to Collin County Community College District, according to that Warranty Deed dated December 18, 1985, and recorded on Volume 2275, Page 877, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

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COMMENCING at the southeast corner of said 92.7956 acre tract, same being the northeast corner of Block B, of The Hills of Spring Creek Addition, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet P, Page 539, Plat Records, Collin County, Texas, same corner being in the westerly right-of-way line of Spring Creek Parkway (a 160' R.O.W.), from which a 5/8 inch iron rod found bears North 44 degrees 56 minutes 29 seconds West, a distance of 2,720.48 feet, same point being in a non-tangent curve to the right;

THENCE along the westerly right-of-way line of said Spring Creek Parkway, same being the northeasterly line of said 92.7956 acre tract, along said curve to the right having a radius of 3,580.00 feet, an arc distance of 309.49 feet, through a central angle of 04 degrees 57 minutes 12 seconds, and whose chord bears North 36 degrees 43 minutes 56 seconds West, a distance of 309.39 feet to the POINT OF BEGINNING hereof;

THENCE departing the westerly right-of-way line of said Spring Creek Parkway, through the interior of said 92.7956 acre tract, the following three (3) courses;

1. South 66 degrees 52 minutes 51 seconds West, a distance of 135.91 feet to a Point, same point being in the easterly line of the hereon described Lease Area;
2. North 23 degrees 07 minutes 09 seconds West, a distance of 10.00 feet to Point, same being a 5/8" iron rod set with cap marked "WEBB-4125" at the Northeast corner of said Lease Area;
3. North 66 degrees 25 minutes 51 seconds East, a distance of 133.95 feet to a Point, same point being in the westerly right-of-way line of said Spring Creek Parkway, same being the easterly line of said 92.7956 acre tract, same, also being in a non-tangent curve to the left;

THENCE along the westerly right-of-way line of said Spring Creek Parkway, same being the easterly line of said 92.7956 acre tract, along said curve to the left having a radius of 3,580.00 feet, an arc distance of 10.19 feet, through a central angle of 00 degrees 09 minutes 47 seconds, and whose chord bears South 34 degrees 10 minutes 27 seconds East, a distance of 10.19 feet to the POINT OF BEGINNING hereof and containing 0.0310 acres or 1,349 square feet of land, more or less.