

**MINUTES  
BUDGET/PERSONNEL  
REGULAR MEETING  
TUESDAY, AUGUST 9<sup>TH</sup>, 2016  
5:30 P.M.**

**THE BUDGET / PERSONNEL COMMITTEE MET IN REGULAR SESSION IN THE COUNCIL CHAMBER AT 12 NORTH ROWE STREET, PRYOR, OKLAHOMA AT THE ABOVE DATE AND TIME.**

**Committee Members: \*\*Greg Rosamond, Drew Stott, Travis Noland, Roger Willcutt (alternate)**

**1. CALL MEETING TO ORDER.**

The meeting was called to order at 5:30 p.m. by Chairman Greg Rosamond. Members present: Greg Rosamond, Drew Stott, Travis Noland. Members absent: none.

Others present: Mayor Jimmy Tramel, City Clerk Eva Smith, City Council members Yolanda Thompson and Jill White, Police Chief Dennis Nichols, Assistant Police Chief James Willyard, Police Captain Kevin Tramel, Fire Chief Tim Thompson, Assistant Fire Chief BK Young, Firefighters Tim Bonea and Kenny Cooper, Volunteer Firefighter Trey Larremore, Recreation Center Director Laura Holloway, Recreation Board Member Steven Wyneken, Library Director Cari Rerat, Library Board Member Jeannette Anderson, Cydney Baron, Bill and Nena Roberts.

**2. DISCUSS, POSSIBLY APPROVE THE MINUTES OF THE JUNE 14<sup>th</sup>, 2016  
REGULAR MEETING.**

Motion was made by Noland, second by Stott to approve the minutes of the June 14<sup>th</sup>, 2016 Regular Meeting. All voted yes.

**3. MAYOR'S REPORT.**

**a. Tax Report.**

Mayor pointed out that the tax reporting website has changed and is now accessible to anyone who wants to look at the reports. Mayor stated that the tax revenue continues to drop. Noland voiced his concerns about the issue and raised the question, "What can we do to address this issue and accomplish an increase?"

**b. Review of financial status.**

Mayor stated that he is confident that the state sales tax is going to increase to over 10% after the elections in November. Mayor also stated that if our bond issue to increase city sales tax passes, it will generate approximately \$200,000.

**c. Budget Review.**

Mayor presented the 2016-17 budget for review and discussion. The Board went through the budget line item by line item and made changes as needed.

**4. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION TO APPROVE THE 2016-2017 BUDGET.**

Motion was made by Rosamond, second by Stott to recommend Council action to approve the 2016-2017 Budget with the changes made at tonight's meeting. All voted yes.

**5. PETITIONS FROM THE AUDIENCE.**

There were no petitions from the audience.

**6. UNFORESEEABLE BUSINESS. (ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING AGENDA.)**

There was no unforeseeable business.

**7. ADJOURN.**

Motion was made by Stott, second by Noland to adjourn at 8:20 pm. All voted yes.

CITY OF PRYOR CREEK, OKLAHOMA  
**BUDGET/PERSONNEL**  
SCHEDULE OF REGULAR MEETINGS FOR  
2017

AS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT, NOTICE IS HEREBY GIVEN THAT THE PRYOR CREEK **BUDGET/PERSONNEL COMMITTEE** WILL MEET IN REGULAR SESSION AT 5:30 P.M. ON THE SECOND TUESDAY OF EACH MONTH. MEETINGS WILL BE HELD IN THE COUNCIL CHAMBER UPSTAIRS AT CITY HALL, 12 NORTH ROWE STREET, PRYOR CREEK, OKLAHOMA. ANYONE NEEDING SPECIAL ACCOMMODATIONS TO ATTEND AND PARTICIPATE SHOULD CALL 825-0888 AT LEAST 24 HOURS PRIOR TO THE MEETING.

**MEETINGS WILL BE HELD AT 5:30 P.M. ON:**

**January 10, 2017**  
**February 14, 2017**  
**March 14, 2017**  
**April 11, 2017**  
**May 9, 2017**  
**June 13, 2017**

**July 11, 2017**  
**August 8, 2017**  
**September 12, 2017**  
**October 10, 2017**  
**November 14, 2017**  
**December 12, 2017**

FILED AND POSTED ON THE BULLETIN BOARD ON THE FIRST FLOOR LOBBY AT CITY HALL, 12 NORTH ROWE STREET, PRYOR CREEK, OKLAHOMA THIS \_\_\_\_, DAY OF DECEMBER 2016.

---

Eva Smith, City Clerk



September 9, 2016

Mayor Jimmy Tramel  
City of Pryor  
12 North Rowe St,  
Pryor, OK 74361

RE: Proposed 180' Monopole Tower  
Hidden Park

Dear Mayor Tramel:

Thank you for your consideration of a new 180' monopole tower in Hidden Park. As we discussed on the phone, I have enclosed for your review, three executable copies of the 'Option Site Ground Lease Agreement', five (5) sets of photo sims, and five (5) site plans showing the proposed location, with fall radius of the tower outlined.

I wanted to highlight the deal terms as we have discussed previously. Please let me know if there is any disagreement with these terms.

- Five (5) year initial lease term, with nine (9) additional lease renewals
- Rent - \$7,200/annually (or \$600/month)
- Escalator - 10% per term
- Branch Towers will provide maintenance in Hidden park for the term of the ground lease at ZERO cost to the City of Pryor. This as we discussed, was a big driver for the location in the Park.
- City will provide access to the site (not sure if the site plan is accurate without a survey)

I understand we will be on the City Council Agenda for September 20th. Please advise if you need any other information prior to that meeting or for the meeting. I will plan to be in attendance for the meeting. In advance of the meeting, you can reach me at (918) 605-9906 or via email at [curtis.branch@branchcomm.net](mailto:curtis.branch@branchcomm.net).

Thanks in advance,

A handwritten signature in black ink, appearing to read "C. Branch", written over a white background.

Curtis Branch  
President  
Branch Communications, LLC  
1516 South Boston Avenue, Suite 215  
Tulsa, OK 74119

## OPTION SITE GROUND LEASE AGREEMENT

This Option and Site Ground Lease Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2016, between Branch Towers, LLC, a Delaware limited liability company, ("Lessee"), and the City of Pryor Creek, a municipal corporation, with an address of 6 N. Adair, Pryor, Oklahoma 74361 ("Lessor"). For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises** Subject to the following terms and conditions, Lessor leases to Lessee a portion of the real property (the "Property") described in the attached Exhibit A. Lessee's use of the Property shall be limited to that portion of the Property, together with easements for access and utilities, described and depicted in attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises are located on a portion of a Tract or Parcel of land out of a portion of Lot One (1), in Block Two (2) of the Pierre Chouteau Addition to the Incorporated Town of Pryor Creek, Mayes County, Oklahoma, and comprises approximately 2,500 square feet (50' x 50').

2. **Option** In consideration of the payment of Six Hundred Dollars (\$600.00) ("Option Fee") by Lessee to Lessor, Lessor hereby grants to Lessee an option to lease the Premises on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of one (1) year, commencing on the effective date of this Agreement (the "Option Period"). The Option Period may be extended by Lessee for an additional one (1) year term, upon written notice to Lessor and payment of the sum of Six Hundred Dollars (\$600.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

3. **Contingencies** During the Option Period, and any extension thereof, and during the Term (as defined below) of the Agreement, Lessor agrees to cooperate with Lessee in obtaining at Lessee's expense, all governmental licenses, permits and approvals, required for its use of the Premises. Lessor agrees to cooperate with and to allow Lessee, at no cost to Lessor, to perform some or all of the following activities ("Permitted Activities"): surveys, geo-technical soil borings and analyses, Phase I environmental audits, boundary surveys, title searches, radio propagation studies and such other tests and inspections of the Property which Lessee may deem necessary or advisable, which studies SHALL NOT reveal obstructions, encroachments or defects which Lessee determines would interfere with Lessee's intended use of the Property. Lessor consents to Lessee, its employees, agents and independent contractors entering upon the Property and performing the Permitted Activities. Lessee agrees to repair any damage to the Property that might have been caused in connection with any of the Permitted Activities. During the Option Period, and any extension thereof, Lessee may exercise the Option by notifying Lessor in writing, at Lessor's address in accordance with Section 15 below. If Lessee fails to exercise this Option, or any extension thereof within the time specified in Section 2, all rights and privileges granted in this Agreement shall be deemed completely surrendered, this Option shall be terminated, and Lessor shall retain all money paid for the Option, and no additional money shall be payable by either party to the other.

4. **Term** The initial lease term will be five (5) years (the "Initial Term"), commencing on the effective date of written notification by Lessee to Lessor of Lessee's exercise of the Option (the "Term Commencement Date"). The Initial Term will terminate on the fifth (5<sup>th</sup>) anniversary of the Term Commencement Date. This Agreement will automatically renew for nine (9) additional five (5) year term(s) (each five (5) year term shall be defined as a "Renewal Term"), upon the same terms and conditions unless Lessee notifies Lessor in writing of Lessee's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the existing Term or Renewal Term.

5. **Rent** Starting on the date that is 30 days after the Term Commencement Date and on the first day of every month thereafter, Lessee will pay rent in advance in equal monthly installments of Six Hundred Dollars (\$600.00) ("Rent"). Rent for any partial months will be prorated based upon a 30-day month. Rental payments for each Renewal Term shall be increased at the commencement of such Renewal Term by **Ten Percent (10%)** over the monthly rental payment for the immediately preceding Term or immediately preceding Renewal Term, as applicable.

6. **Use** The Premises may be used by Lessee for any activity in connection with the provision of communications services. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.

7. **Facilities; Utilities; Access**

(a) Lessee has the right to maintain and operate on the Premises a telecommunications facility,

including without limitation, an antenna tower or pole and foundation, utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas, supporting equipment and structures thereto ("Lessee Facilities"). Lessee has the right to do all work necessary to prepare, maintain and alter the Premises for Lessee's business operations. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. The survey and precise location of the Premises and Lessee Facilities shall be subject to the prior written approval of Lessor, which shall be given by initialing and returning to Lessee a copy of the final survey within five (5) business days of submission of the survey to Lessor for its review. Upon Lessor's failure to respond in writing to Lessee's proposed survey within five (5) business days, the survey will be deemed approved. After approval, the survey shall be considered incorporated in this Agreement as Exhibit "B". Notwithstanding any other provision to the contrary, Lessee shall have the right to approve the plans and supervise the work of any future third party carrier ("Future Carrier") co-locating on the Premises.

(b) Title to the Lessee Facilities shall be held by Lessee. All of Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all Lessee Facilities at its sole expense on or before the expiration or earlier termination of the Agreement; provided Lessee repairs any damage to the Premises caused by such removal. Lessor waives any lien rights it may have concerning the Lessee Facilities. Lessor acknowledges that Lessee may now or in the future enter into financing arrangements with financing entities for the financing of the Lessee Facilities (the "Collateral") with a third party financing entity. In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings ("Lessor Consents"). Upon termination of this Agreement, Lessee shall not be required to remove any foundation more than one (1) foot below grade level.

(c) Lessee shall pay for the electricity it consumes in its operations. Lessee shall have the right to submeter electricity and other utilities from the existing utilities on the Property. Lessor agrees to sign such documents or easements as may be required by said utility companies to provide such service. Any easement necessary for such power or other utilities will be at a location acceptable to Lessor and the servicing utility company, and shall run with the Term and Renewal Terms of the Agreement.

(d) Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. Lessor grants to Lessee, and its agents, employees, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Property described in Exhibit B.

(e) Lessor acknowledges that Lessee has or will enter into certain financial arrangements with certain financial institutions as administrative agent for itself and various other lenders ("the Lenders"), also collectively referred to as ("Mortgagee") and in connection therewith the Lenders will take a security interest in certain equipment and the products and proceeds thereof (collectively "the Collateral") to be installed upon the Premises. Lessor acknowledges and represents that the Lessor Consents shall inure to the benefit of Lessee, the Lenders and any replacement or refinancing lenders and their successors and assigns for so long as the Lease Agreement remains in effect.

(f) Lessor further acknowledges and represents that Lessee will sublet a portion of the Premises as well as space on the constructed Tower to Future Carriers for placement of antenna and communication equipment upon the Premises and the constructed Tower. In connection therewith, Lessor consents to the placement of Future Carriers' antenna and communication equipment and acknowledges and represents that the Lessor Consents, as defined herein, shall inure to the benefit of the Future Carriers, their lenders and their successors and assigns.

8. **Interference** Lessee shall not use the Premises in any way which interferes with the use of the Property by Lessor, or tenants or licensees of Lessor, with rights to the Property prior in time to Lessee's (subject to Lessee's rights under this Agreement, including non-interference). Similarly, Lessor shall not use, nor shall Lessor permit its tenants, licensees, employees, invitees or agents to use any portion of Lessor's properties in any way which interferes with the operations of Lessee. Such interference shall be deemed a material breach by the interfering party, who shall, upon notice from the other, be responsible for terminating said interference. In the event any such interference does not cease within twenty-four (24) hours of receipt of notice, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Agreement immediately upon notice.

9. **Taxes** Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Lessee Facilities. Lessor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises.

10. **Hold Harmless** In consideration of the Premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessee hereby agrees for itself, its successors and assigns, to at all times indemnify Lessor, their heirs, executors, successors and assigns, against any and all claims, suits, actions, debts, damages, attorney's fees and against all liability, losses, and damage of any nature whatever arising from the installation, use, maintenance, repair, or removal of the Lessee facilities, except for claims arising from the negligence or intentional acts of Lessor, its employees, agents or independent contractors. Lessor agrees to defend, indemnify and hold harmless Lessee from any and all claims arising from the use of the Property excluding the Premises by Lessor, Lessor's agents, assigns and permittees or by third parties.

11. **Condemnation.**

(a) If the Premises shall be acquired by the right of condemnation or eminent domain for any public or quasi-public use or purpose, or sold to a condemning authority under a threat of condemnation, then the term of this Agreement shall cease and terminate as of the date of title vesting in such proceeding (or sale), and all rentals shall be paid up to that date.

(b) In the event of any condemnation, taking, or sale, whether whole or partial, Lessor and Lessee shall be entitled to receive and retain such separate award and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, or as may be otherwise agreed. Termination of this Agreement shall not affect the right of the parties to such awards.

12. **Assignments and Subletting**

(a) Lessee may assign, all or any part of its interest in this Agreement or in the Premises without the prior written consent of Lessor subject to the assignee assuming all of Lessee's obligations herein and subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 7 above. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of Lessor's obligations herein, including but not limited to, those set forth in Paragraph 7 above. Lessee may, without Lessor's consent, sublet or license all or any portion of the Premises to one or more entities.

(b) Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without Lessor's consent Lessee's interest in this Agreement to any financing entity, or agent on behalf of any financing entity (hereafter, collectively referred to as "Mortgagees") to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof. Lessee shall give written notice to Lessor of any such assignment, mortgage, pledge or transfer of Lessee's interest in this Agreement.

(c) Lessor agrees to notify Lessee and Lessee's Mortgagees simultaneously of any default by Lessee and to give Mortgagees the same right to cure any default as Lessee, except that a cure period for any Mortgagee shall not be less than ten (10) days after the receipt of the default notice. If a termination, disaffirmance or rejection of the Agreement by Lessee pursuant to any laws (including any bankruptcy or insolvency laws) shall occur, or if Lessor shall terminate this Agreement for any reason, Lessor will give to the Mortgagees the right to enter upon the Premises during a thirty (30) day period commencing upon the Mortgagees' receipt of such notice for the purpose of removing Lessee's Facilities. Lessor acknowledges that any Mortgagees shall be third-party beneficiaries of this Agreement.

13. **Warranty of Title and Quiet Enjoyment** Lessor warrants that: (i) Lessor owns the Property in fee simple and has rights of access thereto and the Property is free and clear of all liens, encumbrances and restrictions other than those of record; (ii) Lessor has full right to make and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises. Both parties agree that Lessor may subject its interest in the Premises to a mortgage loan, provided that any such lender shall agree to be bound by the terms of this Agreement, and such lender shall not disturb Lessee's use or possession of the Premises in the event of a foreclosure of such lien and shall not join Lessee as a party defendant in any such foreclosure proceedings, so long as Lessee is not in default under the terms of this Agreement.

14. **Rental Stream Offers** If at any time after the date of this Agreement, Landlord considers a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement (“**Rental Stream Offer**”), Landlord shall promptly furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within thirty (30) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the thirty (30) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void.

15. **Repairs** Lessee shall not be required to make any repairs to the Premises or Property unless such repairs shall be necessitated by reason of the default or neglect of Lessee. Except as set forth in Paragraph 6 above, upon expiration or termination hereof, within a reasonable time after termination or expiration of this Agreement, Lessee shall remove its personal property.

16. **Notices** All notices, requests, demands, rent payments and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following address:

If to Lessor, to:

City of Pryor Creek  
Attn: City Clerk  
6 N. Adair St  
Pryor, Oklahoma 74361

If to Lessee, to:

**Branch Towers, LLC**  
  
1516 South Boston Ave, Suite 215  
Tulsa, OK 74119  
Tel: 918-949-4551  
Fax: 918-949-4557

with a copy to:

17. **Hazardous Materials** Lessee represents, warrants and covenants to Lessor that Lessee shall at no time during the Term and any Renewal Term of this Agreement use or permit the Premises to be used in violation of any Environmental Regulations. Lessee shall not introduce any Hazardous Materials onto the Premises, except for those contained in its back-up power batteries, propane and such other properly stored, reasonable quantities of common materials used in its telecommunications operations. Lessor represents, warrants and covenants that the Premises and Property have not been used for the generation, storage, treatment or disposal of Hazardous Materials. In addition, Lessor represents, warrants and covenants that no Hazardous Materials or underground storage tanks are located on or near the Premises or Property. During the Term and any Renewal Term, Lessor shall handle, store and dispose of all Hazardous Materials it brings onto the Premises in accordance with all federal, state and local laws and regulations, and shall impose on any lessee, licensee or other party using any portion of the Property the same obligations. If Hazardous Materials are deposited as a result of any act or omission of Lessor, Lessee shall have the right to terminate this Agreement, and Lessor shall indemnify and hold Lessee harmless from any and all claims arising out of such Hazardous Materials or under any Environmental Regulations, which indemnity shall survive the termination of this Agreement. For the purposes of these provisions, “Hazardous Materials” means any chemical, pollutant or waste that is presently identified as hazardous, toxic or dangerous under any applicable federal, state or local law or regulations. As used herein, “Environmental Regulations” shall mean all laws, statutes, regulations and judicial interpretations of the United States and the State where the Premises are located or either of them which relate to the prevention or elimination of pollution or the protection of the environment.

18. **Defaults and Remedies / Termination.** This Agreement may be terminated on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term thereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) business days from receipt of written notice, and, provided further that any non-monetary default which cannot be cured within such sixty (60) day period shall not be a default hereunder so long as such defaulting party diligently proceeds to cure such default upon receipt of notice thereof; or (ii) by Lessee for any reason or no reason. In the case of any default under this provision by either party, notice of such default shall be given to all subtenants (carriers) of the Lessee.

19. **Miscellaneous**

- a) This Agreement applies to and binds the heirs, successors, executors, personal representatives, administrators and assigns of the parties to this Agreement.
- b) This Agreement is governed by the laws of the State in which the Premises are located.
- c) Lessor agrees promptly to execute and deliver to Lessee a recordable Memorandum of this Agreement in the form of Exhibit C; Lessor acknowledges that any Mortgagees of Lessee, in order to protect such Mortgagees' interests with respect to Lessee's interests in this Agreement and Lessee's Facility, may file or record such documentation as is normal and customary in order to protect the interest of such Mortgagees.
- d) Lessor agrees to use its best efforts to obtain a Subordination, Non-disturbance and Attornment Agreement in the form attached as Exhibit D hereto.
- e) This Agreement (including the Exhibits) constitutes the entire agreement between the parties
- f) and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties.
- g) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
- h) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.
- i) Lessee agrees to keep and maintain the Premises in good condition, excluding reasonable wear and tear and damage from the elements. Lessee also agrees to maintain the Property, known as Hidden Park, with a legal address of Lot 1 Block 2 of the Pierre Chouteau Addition to the Incorporated Town of Pryor Creek (including portions of the Premises over which Tenant does not have exclusive control) and access in good and tenantable condition.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**LESSOR:**

**City of Pryor Creek  
a Municipal Corporation**

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

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

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

**LESSEE:**

**Branch Towers, LLC  
a Delaware Limited Liability Company**

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

Name: Curtis R. Branch

Title: President/CEO

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

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

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

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

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated \_\_\_\_\_ 2016, by and between City of Pryor Creek as Lessor, and Branch Towers, LLC, a Delaware limited liability company, as Lessee.

The land is described and/or depicted as follows (metes and bounds description):

**A portion of Lot One (1), in Block Two (2) of the Pierre Chouteau Addition to the Incorporated Town of Pryor Creek, Mayes County, Oklahoma**

EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated, \_\_\_\_\_ 2016, by and between City of Pryor Creek as Lessor, and Branch Towers, LLC, a Delaware limited liability company, as Lessee.

The Premises are described and/or depicted as follows:

**50' X 50' parcel, and to include ingress, egress and utility easements**

**TO BE DETERMINED BY SURVEY AND APPROVED, IN WRITING, BY LESSOR AND LESSEE, AND ATTACHED HERETO AND MADE A PART HEREOF.**



Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land'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.

Site

Name:

EXHIBIT C

MEMORANDUM OF AGREEMENT

CLERK: Please return this document to:

Branch Towers, LLC  
Attn: Curtis Branch  
1516 South Boston Ave, Suite 215  
Tulsa, OK 74119  
(918) 949-4551

This Memorandum of Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between, \_\_\_\_\_ (hereinafter referred to as "Lessor") and Branch Towers, LLC, a Delaware limited liability company, with offices at 1516 South Boston Ave, Suite 215, Tulsa, OK 74119, (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Option Site Ground Lease Agreement ("Agreement") on the \_\_\_\_ day of \_\_\_\_\_, 2016, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("Initial Term") commencing on the effective date of written notification by Lessee to Lessor of Lessee's exercise of the Option ("Term Commencement Date"), with nine (9) successive five (5) year options to renew.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Lessee (the "Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**LESSOR:**  
**City of Pryor Creek**  
**a Municipal Corporation**

**LESSEE:**  
**Branch Towers, LLC**  
a Delaware limited liability company

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

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

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

Name: Curtis R. Branch

Title: President/CEO

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

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

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

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

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

ACKNOWLEDGEMENTS

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me the undersigned Notary Public, personally appeared \_\_\_\_\_, to me known to be the identical person who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

Given under my hand and seal the day and year first written above.

(SEAL)

\_\_\_\_\_

Notary Public in  
And for the State of \_\_\_\_\_

Commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me the undersigned Notary Public, personally appeared \_\_\_\_\_, to me known to be the identical persons who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

Given under my hand and seal the day and year first written above.

(SEAL)

\_\_\_\_\_

Notary Public in  
And for the State of \_\_\_\_\_

Commission expires: \_\_\_\_\_

ACKNOWLEDGEMENTS

STATE OF OKLAHOMA )

COUNTY OF TULSA )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me the undersigned Notary Public, personally appeared Curtis R. Branch, President/CEO, Branch Towers, LLC, a Delaware limited liability company, to me known to be the identical person who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

Given under my hand and seal the day and year first written above.

(SEAL)

\_\_\_\_\_

Notary Public in  
and for the State of Oklahoma

Commission expires: \_\_\_\_\_

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated \_\_\_\_\_ 2016, by and between City of Pryor Creek, as Lessor, and Branch Towers, LLC, a Delaware limited liability company, as Lessee.

The land is described and/or depicted as follows (metes and bounds description):

**A portion of Lot One (1), in Block Two (2) of the Pierre Chouteau Addition to the Incorporated Town of Pryor Creek, Mayes County, Oklahoma**

EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated, \_\_\_\_\_ 2016, by and between \_\_\_\_\_, as Lessor,  
and Branch Towers, LLC, a Delaware limited liability company, as Lessee.

The Premises are described and/or depicted as follows:

**50' X 50' parcel, and to include ingress, egress and utility easements**

**TO BE DETERMINED BY SURVEY AND APPROVED, IN WRITING, BY LESSOR AND  
LESSEE, AND ATTACHED HERETO AND MADE A PART HEREOF.**



## OPTION SITE GROUND LEASE AGREEMENT

This Option and Site Ground Lease Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2016, between Branch Towers, LLC, a Delaware limited liability company, ("Lessee"), and the City of Pryor Creek, a municipal corporation, with an address of 6 N. Adair, Pryor, Oklahoma 74361 ("Lessor"). For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises** Subject to the following terms and conditions, Lessor leases to Lessee a portion of the real property (the "Property") described in the attached Exhibit A. Lessee's use of the Property shall be limited to that portion of the Property, together with easements for access and utilities, described and depicted in attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises are located on a portion of a Tract or Parcel of land out of a portion of Lot One (1), in Block Two (2) of the Pierre Chouteau Addition to the Incorporated Town of Pryor Creek, Mayes County, Oklahoma, and comprises approximately 2,500 square feet (50' x 50').

2. **Option** In consideration of the payment of Six Hundred Dollars (\$600.00) ("Option Fee") by Lessee to Lessor, Lessor hereby grants to Lessee an option to lease the Premises on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of one (1) year, commencing on the effective date of this Agreement (the "Option Period"). The Option Period may be extended by Lessee for an additional one (1) year term, upon written notice to Lessor and payment of the sum of Six Hundred Dollars (\$600.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

3. **Contingencies** During the Option Period, and any extension thereof, and during the Term (as defined below) of the Agreement, Lessor agrees to cooperate with Lessee in obtaining at Lessee's expense, all governmental licenses, permits and approvals, required for its use of the Premises. Lessor agrees to cooperate with and to allow Lessee, at no cost to Lessor, to perform some or all of the following activities ("Permitted Activities"): surveys, geo-technical soil borings and analyses, Phase I environmental audits, boundary surveys, title searches, radio propagation studies and such other tests and inspections of the Property which Lessee may deem necessary or advisable, which studies SHALL NOT reveal obstructions, encroachments or defects which Lessee determines would interfere with Lessee's intended use of the Property. Lessor consents to Lessee, its employees, agents and independent contractors entering upon the Property and performing the Permitted Activities. Lessee agrees to repair any damage to the Property that might have been caused in connection with any of the Permitted Activities. During the Option Period, and any extension thereof, Lessee may exercise the Option by notifying Lessor in writing, at Lessor's address in accordance with Section 15 below. If Lessee fails to exercise this Option, or any extension thereof within the time specified in Section 2, all rights and privileges granted in this Agreement shall be deemed completely surrendered, this Option shall be terminated, and Lessor shall retain all money paid for the Option, and no additional money shall be payable by either party to the other.

4. **Term** The initial lease term will be five (5) years (the "Initial Term"), commencing on the effective date of written notification by Lessee to Lessor of Lessee's exercise of the Option (the "Term Commencement Date"). The Initial Term will terminate on the fifth (5<sup>th</sup>) anniversary of the Term Commencement Date. This Agreement will automatically renew for nine (9) additional five (5) year term(s) (each five (5) year term shall be defined as a "Renewal Term"), upon the same terms and conditions unless Lessee notifies Lessor in writing of Lessee's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the existing Term or Renewal Term.

5. **Rent** Starting on the date that is 30 days after the Term Commencement Date and on the first day of every month thereafter, Lessee will pay rent in advance in equal monthly installments of Six Hundred Dollars (\$600.00) ("Rent"). Rent for any partial months will be prorated based upon a 30-day month. Rental payments for each Renewal Term shall be increased at the commencement of such Renewal Term by **Ten Percent (10%)** over the monthly rental payment for the immediately preceding Term or immediately preceding Renewal Term, as applicable.

6. **Use** The Premises may be used by Lessee for any activity in connection with the provision of communications services. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.

7. **Facilities; Utilities; Access**

(a) Lessee has the right to maintain and operate on the Premises a telecommunications facility,

including without limitation, an antenna tower or pole and foundation, utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas, supporting equipment and structures thereto ("Lessee Facilities"). Lessee has the right to do all work necessary to prepare, maintain and alter the Premises for Lessee's business operations. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. The survey and precise location of the Premises and Lessee Facilities shall be subject to the prior written approval of Lessor, which shall be given by initialing and returning to Lessee a copy of the final survey within five (5) business days of submission of the survey to Lessor for its review. Upon Lessor's failure to respond in writing to Lessee's proposed survey within ~~five (5)~~ <sup>two</sup> business days, the survey will be deemed approved. After approval, the survey shall be considered incorporated in this Agreement as Exhibit "B". Notwithstanding any other provision to the contrary, Lessee shall have the right to approve the plans and supervise the work of any future third party carrier ("Future Carrier") co-locating on the Premises.

(b) Title to the Lessee Facilities shall be held by Lessee. All of Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all Lessee Facilities at its sole expense on or before the expiration or earlier termination of the Agreement; provided Lessee repairs any damage to the Premises caused by such removal. Lessor waives any lien rights it may have concerning the Lessee Facilities. Lessor acknowledges that Lessee may now or in the future enter into financing arrangements with financing entities for the financing of the Lessee Facilities (the "Collateral") with a third party financing entity. In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings ("Lessor Consents"). ~~Upon termination of this Agreement, Lessee shall not be required to remove any foundation more than one (1) foot below grade level.~~

(c) Lessee shall pay for the electricity it consumes in its operations. Lessee shall have the right to submeter electricity and other utilities from the existing utilities on the Property. Lessor agrees to sign such documents or easements as may be required by said utility companies to provide such service. Any easement necessary for such power or other utilities will be at a location acceptable to Lessor and the servicing utility company, and shall run with the Term and Renewal Terms of the Agreement.

(d) Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. Lessor grants to Lessee, and its agents, employees, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Property described in Exhibit B.

(e) Lessor acknowledges that Lessee has or will enter into certain financial arrangements with certain financial institutions as administrative agent for itself and various other lenders ("the Lenders"), also collectively referred to as ("Mortgagee") and in connection therewith the Lenders will take a security interest in certain equipment and the products and proceeds thereof (collectively "the Collateral") to be installed upon the Premises. Lessor acknowledges and represents that the Lessor Consents shall inure to the benefit of Lessee, the Lenders and any replacement or refinancing lenders and their successors and assigns for so long as the Lease Agreement remains in effect.

(f) Lessor further acknowledges and represents that Lessee will sublet a portion of the Premises as well as space on the constructed Tower to Future Carriers for placement of antenna and communication equipment upon the Premises and the constructed Tower. In connection therewith, Lessor consents to the placement of Future Carriers' antenna and communication equipment and acknowledges and represents that the Lessor Consents, as defined herein, shall inure to the benefit of the Future Carriers, their lenders and their successors and assigns.

8. **Interference** Lessee shall not use the Premises in any way which interferes with the use of the Property by Lessor, or tenants or licensees of Lessor, with rights to the Property prior in time to Lessee's (subject to Lessee's rights under this Agreement, including non-interference). Similarly, Lessor shall not use, nor shall Lessor permit its tenants, licensees, employees, invitees or agents to use any portion of Lessor's properties in any way which interferes with the operations of Lessee. Such interference shall be deemed a material breach by the interfering party, who shall, upon notice from the other, be responsible for terminating said interference. In the event any such interference does not cease within twenty-four (24) hours of receipt of notice, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Agreement immediately upon notice.

9. **Taxes** Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Lessee Facilities. Lessor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises.

10. **Hold Harmless** In consideration of the Premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessee hereby agrees for itself, its successors and assigns, to at all times indemnify Lessor, their heirs, executors, successors and assigns, against any and all claims, suits, actions, debts, damages, attorney's fees and against all liability, losses, and damage of any nature whatever arising from the installation, use, maintenance, repair, or removal of the Lessee facilities, except for claims arising from the negligence or intentional acts of Lessor, its employees, agents or independent contractors. ~~Lessor agrees to defend, indemnify and hold harmless Lessee from any and all claims arising from the use of the Property excluding the Premises by Lessor, Lessor's agents, assigns and permittees or by third parties.~~

11. **Condemnation.**

(a) If the Premises shall be acquired by the right of condemnation or eminent domain for any public or quasi-public use or purpose, or sold to a condemning authority under a threat of condemnation, then the term of this Agreement shall cease and terminate as of the date of title vesting in such proceeding (or sale), and all rentals shall be paid up to that date.

(b) In the event of any condemnation, taking, or sale, whether whole or partial, Lessor and Lessee shall be entitled to receive and retain such separate award and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, or as may be otherwise agreed. Termination of this Agreement shall not affect the right of the parties to such awards.

12. **Assignments and Subletting**

(a) Lessee may assign, all or any part of its interest in this Agreement or in the Premises without the prior written consent of Lessor subject to the assignee assuming all of Lessee's obligations herein and subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 7 above. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of Lessor's obligations herein, including but not limited to, those set forth in Paragraph 7 above. Lessee may, without Lessor's consent, sublet or license all or any portion of the Premises to one or more entities.

(b) Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without Lessor's consent Lessee's interest in this Agreement to any financing entity, or agent on behalf of any financing entity (hereafter, collectively referred to as "Mortgagees") to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof. Lessee shall give written notice to Lessor of any such assignment, mortgage, pledge or transfer of Lessee's interest in this Agreement.

(c) Lessor agrees to notify Lessee and Lessee's Mortgagees simultaneously of any default by Lessee and to give Mortgagees the same right to cure any default as Lessee, except that a cure period for any Mortgagee shall not be less than ten (10) days after the receipt of the default notice. If a termination, disaffirmance or rejection of the Agreement by Lessee pursuant to any laws (including any bankruptcy or insolvency laws) shall occur, or if Lessor shall terminate this Agreement for any reason, Lessor will give to the Mortgagees the right to enter upon the Premises during a thirty (30) day period commencing upon the Mortgagees' receipt of such notice for the purpose of removing Lessee's Facilities. Lessor acknowledges that any Mortgagees shall be third-party beneficiaries of this Agreement.

13. **Warranty of Title and Quiet Enjoyment** Lessor warrants that: (i) Lessor owns the Property in fee simple and has rights of access thereto and the Property is free and clear of all liens, encumbrances and restrictions other than those of record; (ii) Lessor has full right to make and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises. Both parties agree that Lessor may subject its interest in the Premises to a mortgage loan, provided that any such lender shall agree to be bound by the terms of this Agreement, and such lender shall not disturb Lessee's use or possession of the Premises in the event of a foreclosure of such lien and shall not join Lessee as a party defendant in any such foreclosure proceedings, so long as Lessee is not in default under the terms of this Agreement.

14. **Rental Stream Offers** If at any time after the date of this Agreement, Landlord considers a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement (“**Rental Stream Offer**”), Landlord shall promptly furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within thirty (30) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the thirty (30) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void.

15. **Repairs** Lessee shall not be required to make any repairs to the Premises or Property unless such repairs shall be necessitated by reason of the default or neglect of Lessee. Except as set forth in Paragraph 6 above, upon expiration or termination hereof, within a reasonable time after termination or expiration of this Agreement, Lessee shall remove its personal property.

16. **Notices** All notices, requests, demands, rent payments and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following address:

If to Lessor, to:

City of Pryor Creek  
Attn: City Clerk  
6 N. Adair St  
Pryor, Oklahoma 74361

If to Lessee, to:

**Branch Towers, LLC**

1516 South Boston Ave, Suite 215  
Tulsa, OK 74119  
Tel: 918-949-4551  
Fax: 918-949-4557

with a copy to:

17. **Hazardous Materials** Lessee represents, warrants and covenants to Lessor that Lessee shall at no time during the Term and any Renewal Term of this Agreement use or permit the Premises to be used in violation of any Environmental Regulations. Lessee shall not introduce any Hazardous Materials onto the Premises, except for those contained in its back-up power batteries, propane and such other properly stored, reasonable quantities of common materials used in its telecommunications operations. Lessor represents, warrants and covenants that the Premises and Property have not been used for the generation, storage, treatment or disposal of Hazardous Materials. In addition, Lessor represents, warrants and covenants that no Hazardous Materials or underground storage tanks are located on or near the Premises or Property. During the Term and any Renewal Term, Lessor shall handle, store and dispose of all Hazardous Materials it brings onto the Premises in accordance with all federal, state and local laws and regulations, and shall impose on any lessee, licensee or other party using any portion of the Property the same obligations. If Hazardous Materials are deposited as a result of any act or omission of Lessor, Lessee shall have the right to terminate this Agreement, and Lessor shall indemnify and hold Lessee harmless from any and all claims arising out of such Hazardous Materials or under any Environmental Regulations, which indemnity shall survive the termination of this Agreement. For the purposes of these provisions, “**Hazardous Materials**” means any chemical, pollutant or waste that is presently identified as hazardous, toxic or dangerous under any applicable federal, state or local law or regulations. As used herein, “**Environmental Regulations**” shall mean all laws, statutes, regulations and judicial interpretations of the United States and the State where the Premises are located or either of them which relate to the prevention or elimination of pollution or the protection of the environment.

Site Name:

18. **Defaults and Remedies / Termination.** This Agreement may be terminated on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term thereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) business days from receipt of written notice, and, provided further that any non-monetary default which cannot be cured within such sixty (60) day period shall not be a default hereunder so long as such defaulting party diligently proceeds to cure such default upon receipt of notice thereof; or (ii) by Lessee for any reason or no reason. In the case of any default under this provision by either party, notice of such default shall be given to all subtenants (carriers) of the Lessee.

19. **Miscellaneous**

- a) This Agreement applies to and binds the heirs, successors, executors, personal representatives, administrators and assigns of the parties to this Agreement.
- b) This Agreement is governed by the laws of the State in which the Premises are located.
- c) Lessor agrees promptly to execute and deliver to Lessee a recordable Memorandum of this Agreement in the form of Exhibit C; Lessor acknowledges that any Mortgagees of Lessee, in order to protect such Mortgagees' interests with respect to Lessee's interests in this Agreement and Lessee's Facility, may file or record such documentation as is normal and customary in order to protect the interest of such Mortgagees.
- d) Lessor agrees to use its best efforts to obtain a Subordination, Non-disturbance and Attornment Agreement in the form attached as Exhibit D hereto.
- e) This Agreement (including the Exhibits) constitutes the entire agreement between the parties
- f) and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties.
- g) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
- h) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.
- i) Lessee agrees to keep and maintain the Premises in good condition, excluding reasonable wear and tear and damage from the elements. Lessee also agrees to maintain the Property, known as Hidden Park, with a legal address of Lot 1 Block 2 of the Pierre Chouteau Addition to the Incorporated Town of Pryor Creek (including portions of the Premises over which Tenant does not have exclusive control) and access in good and tenantable condition.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**LESSOR:**

**City of Pryor Creek  
a Municipal Corporation**

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

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

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

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

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

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

**LESSEE:**

**Branch Towers, LLC  
a Delaware Limited Liability Company**

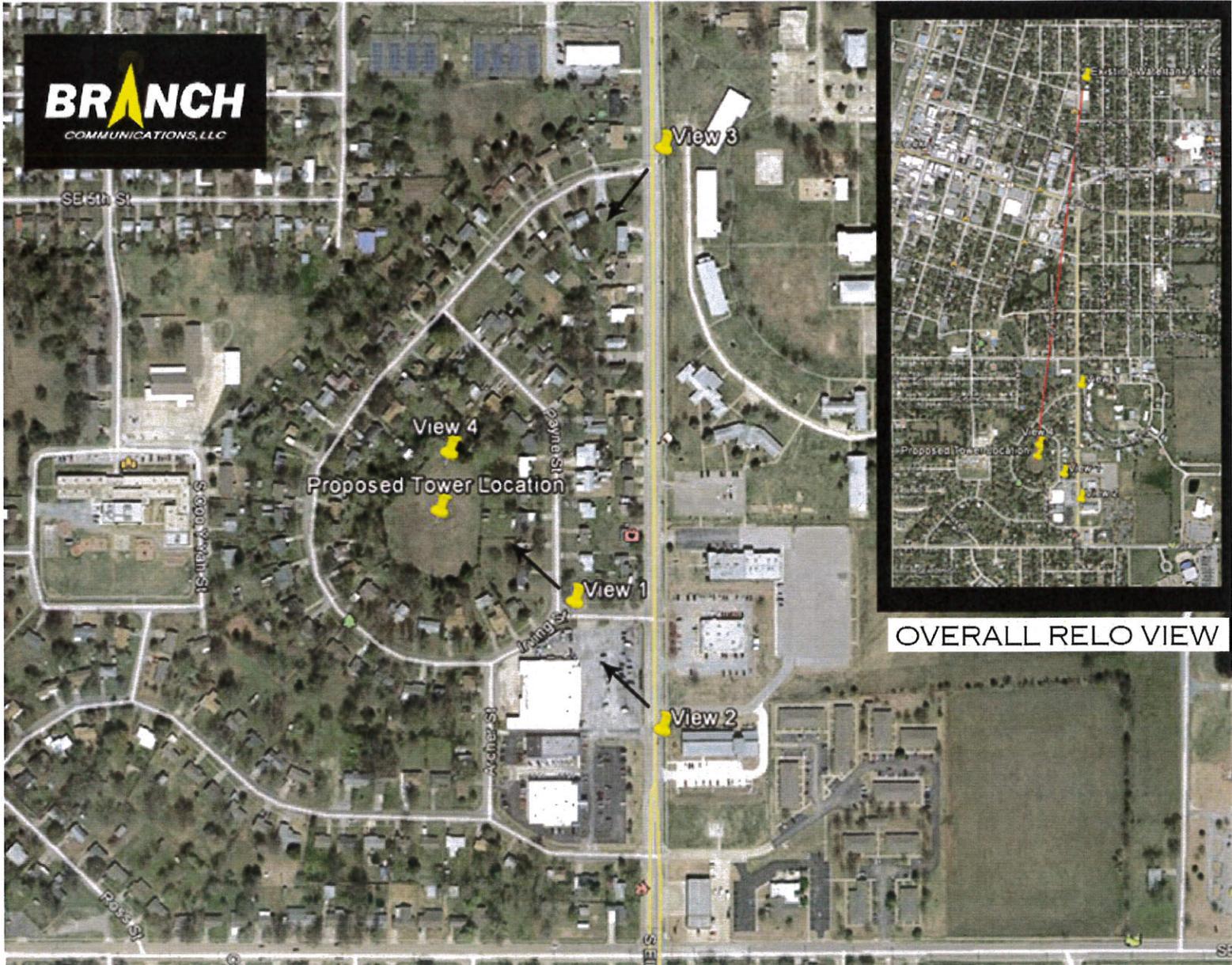
By: \_\_\_\_\_

Name: Curtis R. Branch

Title: President/CEO

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

PHOTO SIMULATION  
FOR CELL TOWER  
PROPOSAL



BRANCH TOWERS  
1516 S. Boston Ave, Ste 215  
Tulsa, OK 74119



VIEW 1 BEFORE



VIEW 1 AFTER





VIEW 2 BEFORE



VIEW 2 AFTER





VIEW 3 BEFORE



VIEW 3 AFTER





VIEW 4 BEFORE



VIEW 4 AFTER





**City of Pryor Creek**

12 North Rowe – PO Box 1167  
Pryor Creek, Ok 74362  
Tel 918-825-0888 Fax 918-825-6577  
www.pryorok.org

September 9, 2016

K. Ellis Ritchie  
21 N Vann  
Pryor, OK 74361

**RE: Proposed 180' Monopole Tower  
Hidden Park**

Kim:

Mehlburger Brawley Engineer, Steve Powell, has reviewed the enclosed plans for the proposed 180' Monopole Tower. He has determined that a study of residential areas within a 360° radius has been completed, and there should be no impact to any residential structures, if the tower were to fall for any reason.

These plans are found to be legal per engineer specifications.

Sincerely,

A handwritten signature in black ink that reads "Jimmy Tramel".

**Jimmy Tramel,**  
Mayor  
City of Pryor Creek  
918-825-4077 phone  
918-825-6577 fax

# Sales Tax Totals

City of Pryor Creek, OK

	2013	2014	2015	2016	2017	2018	2019
January	\$ 662,268.95	\$ 658,062.06	\$ 740,543.77	\$ 677,143.26			
February	\$ 586,123.88	\$ 565,505.43	\$ 636,916.53	\$ 588,954.82			
March	\$ 618,550.89	\$ 632,444.37	\$ 625,112.00	\$ 643,554.63			
April	\$ 660,168.52	\$ 595,445.12	\$ 632,397.91	\$ 611,945.73			
May	\$ 668,493.85	\$ 689,595.74	\$ 574,434.03	\$ 605,647.51			
June	\$ 695,166.87	\$ 658,498.21	\$ 635,634.75	\$ 607,014.09			
July	\$ 642,951.64	\$ 665,441.69	\$ 655,427.10	\$ 643,124.23			
August	\$ 588,984.89	\$ 735,229.04	\$ 662,165.39	\$ 626,135.61			
September	\$ 623,305.96	\$ 674,441.21	\$ 650,653.18				
October	\$ 613,821.44	\$ 682,906.08	\$ 637,163.60				
November	\$ 604,682.41	\$ 655,413.45	\$ 636,938.17				
December	\$ 733,777.94	\$ 785,335.96	\$ 642,704.26				
<b>Total</b>	<b>\$ 7,698,297.24</b>	<b>\$ 7,998,318.36</b>	<b>\$ 7,730,090.69</b>	<b>\$ 5,003,519.88</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>FISCAL YEAR</b>							
	<b>FY 2013-2014</b>	<b>FY 2014-2015</b>	<b>FY 2015-2016</b>	<b>FY 2016-2017</b>	<b>FY 2017-2018</b>	<b>FY 2018-2019</b>	<b>FY 2019-2020</b>
July	\$ 642,951.64	\$ 665,441.69	\$ 655,427.10	\$ 643,124.23			
August	\$ 588,984.89	\$ 735,229.04	\$ 662,165.39	\$ 626,135.61			
September	\$ 623,305.96	\$ 674,441.21	\$ 650,653.18				
October	\$ 613,821.44	\$ 682,906.08	\$ 637,163.60				
November	\$ 604,682.41	\$ 655,413.45	\$ 636,938.17				
December	\$ 733,777.94	\$ 785,335.96	\$ 642,704.26				
January	\$ 658,062.06	\$ 740,543.77	\$ 677,143.26				
February	\$ 565,505.43	\$ 636,916.53	\$ 588,954.82				
March	\$ 632,444.37	\$ 625,112.00	\$ 643,554.63				
April	\$ 595,445.12	\$ 632,397.91	\$ 611,945.73				
May	\$ 689,595.74	\$ 574,434.03	\$ 605,647.51				
June	\$ 658,498.21	\$ 635,634.75	\$ 607,014.09				
<b>Total</b>	<b>\$ 7,607,075.21</b>	<b>\$ 8,043,806.42</b>	<b>\$ 7,619,311.74</b>	<b>\$ 1,269,259.84</b>			

# OKLAHOMA TAXPAYER ACCESS POINT

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## OkTAP Help

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### City Sales Tax Deposit Letter

- Choose a year and month, and click "View Results".
- Results include all cities. To display a single city, enter the city COPO.
- The past 3 years of data is available for searching. For data older than 3 years, click the "Archived Data" link below.

#### For Treasurers:

Funds have been electronically transferred to your bank account, effective the date shown, for your city's tax collections received by the Oklahoma Tax Commission during the previous month.

This payment represents taxes collected during the previous month and may include interest, penalty, and delinquent remittances due from an earlier month.

If there are any questions concerning this payment, please call or write Dave Francis, (405) 522-6600, Taxpayer Assistance Division, Oklahoma Tax Commission.

#### Enter Search Parameters

[Archived Data](#) [Print](#)

Year	<input type="text" value="2016"/>	<input type="button" value=""/>
Month	<input type="text" value="09. September"/>	<input type="button" value=""/>
Entity	<input type="text" value="4909 - Pryor"/>	<input type="button" value=""/>
<input type="button" value="View Results"/>		

#### CITY SALES TAX DEPOSIT LETTER

[Filter](#) [Export](#)

Copo	City	Effective Date	Tax, Penalty & Interest	Refunded	Suspended	Retention	Interest	Total
4909	Pryor	09-Sep-2016	628,838.38	0.00	0.00	3,144.19	441.42	628,135.61
			628,838.38	0.00	0.00	3,144.19	441.42	628,135.61

Data is updated each business day

# Use Tax Totals

City of Pryor Creek, OK

	2013	2014	2015	2016	2017	2018	2019
January	\$ 49,498.60	\$ 67,520.43	\$ 53,267.28	\$ 33,946.26			
February	\$ 86,209.97	\$ 14,211.05	\$ 64,642.37	\$ 35,634.83			
March	\$ 65,872.89	\$ 81,216.06	\$ 46,346.84	\$ 28,846.29			
April	\$ 49,140.05	\$ 49,167.04	\$ 45,722.80	\$ 18,092.03			
May	\$ 51,496.14	\$ 50,463.73	\$ 108,253.46	\$ 26,009.82			
June	\$ 57,591.39	\$ 48,203.22	\$ 31,611.29	\$ 25,039.25			
July	\$ 45,585.07	\$ 24,940.14	\$ 40,861.47	\$ 30,429.99			
August	\$ 20,958.57	\$ 33,583.63	\$ 1,248.08	\$ 32,850.51			
September	\$ 29,081.10	\$ 65,477.59	\$ 35,215.20				
October	\$ 53,932.44	\$ 65,006.50	\$ 38,907.29				
November	\$ 30,579.71	\$ 5,681.25	\$ 22,413.04				
December	\$ 46,631.21	\$ 67,517.27	\$ 33,280.69				
<b>Total</b>	<b>\$ 586,577.14</b>	<b>\$ 572,987.91</b>	<b>\$ 521,769.81</b>	<b>\$ 230,848.98</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>FISCAL YEAR</b>							
	<b>FY 2013-2014</b>	<b>FY 2014-2015</b>	<b>FY 2015-2016</b>	<b>FY 2016-2017</b>	<b>FY 2017-2018</b>	<b>FY 2018-2019</b>	<b>FY 2019-2020</b>
July	\$ 45,585.07	\$ 24,940.14	\$ 40,861.47	\$ 30,429.99			
August	\$ 20,958.57	\$ 33,583.63	\$ 1,248.08	\$ 32,850.51			
September	\$ 29,081.10	\$ 65,477.59	\$ 35,215.20				
October	\$ 53,932.44	\$ 65,006.50	\$ 38,907.29				
November	\$ 30,579.71	\$ 5,681.25	\$ 22,413.04				
December	\$ 46,631.21	\$ 67,517.27	\$ 33,280.69				
January	\$ 67,520.43	\$ 53,267.28	\$ 33,946.26				
February	\$ 14,211.05	\$ 64,642.37	\$ 35,634.83				
March	\$ 81,216.06	\$ 46,346.84	\$ 28,846.29				
April	\$ 49,167.04	\$ 45,722.80	\$ 18,092.03				
May	\$ 50,463.73	\$ 108,253.46	\$ 26,009.82				
June	\$ 48,203.22	\$ 31,611.29	\$ 25,039.25				
<b>Total</b>	<b>\$ 537,549.63</b>	<b>\$ 612,050.42</b>	<b>\$ 339,494.25</b>	<b>\$ 63,280.50</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

# OKLAHOMA TAXPAYER ACCESS POINT

Home » Public Reports » Deposit Letter Reports » City Use Tax Deposit Letter

[Home](#) [Back](#)

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### City Use Tax Deposit Letter

- Choose a year and month, and click "View Results".
- Results include all cities. To display a single city, enter the city COPO.
- The past 3 years of data is available for searching. For data older than 3 years, click the "Archived Data" link below.

#### For Treasurers:

Funds have been electronically transferred to your bank account, effective the date shown, for your city's tax collections received by the Oklahoma Tax Commission during the previous month.

This payment represents taxes collected during the previous month and may include interest, penalty, and delinquent remittances due from an earlier month.

If there are any questions concerning this payment, please call or write Dave Francis, (405) 522-6600, Taxpayer Assistance Division, Oklahoma Tax Commission.

#### Enter Search Parameters

[Archived Data](#) [Print](#)

Year	<input type="text" value="2016"/>	<input type="button" value=""/>
Month	<input type="text" value="09. September"/>	<input type="button" value=""/>
Entity	<input type="text" value="4909 - Pryor"/>	<input type="button" value=""/>
<input type="button" value="View Results"/>		

#### CITY USE TAX DEPOSIT LETTER

[Filter](#) [Export](#)

Copo	City	Effective Date	Tax, Penalty & Interest	Refunded	Suspended	Retention	Interest	Total
4909	Pryor	09-Sep-2016	32,989.59	0.00	0.00	164.95	25.87	32,850.51
			32,989.59	0.00	0.00	164.95	25.87	32,850.51

Data is updated each business day