

STATE OF TEXAS §  
 COUNTY OF TARRANT §

**SECOND AMENDMENT TO PCS SITE LEASE AGREEMENT**

**THIS SECOND AMENDMENT TO PCS SITE LEASE AGREEMENT** (this “Second Amendment”) dated as of the last of the signature dates below (the “Effective Date”) by and between the **CITY OF MANSFIELD, TEXAS** (“Owner”) having a mailing address of 1200 Broad Street, Mansfield, Texas 76063 and **STC FIVE LLC**, a Delaware limited liability company (“Tenant”), a successor in interest to Sprint Spectrum L.P., a Delaware limited partnership (“Sprint”), by Global Signal Acquisitions III LLC, a Delaware limited liability company, its attorney-in-fact, having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

**WITNESSETH:**

**WHEREAS**, Owner and Sprint entered into a certain PCS Site Lease Agreement, dated July 23, 2001 (the “Original Agreement”), whereby Owner leased to Sprint a portion of land consisting of approximately 1,800 square feet in the City of Mansfield, Tarrant County, Texas together with access and utility easements thereto, as more particularly described in the Original Agreement (the “Existing Leased Premises”); that certain unrecorded Memorandum of Lease (incorrectly titled Memorandum of Amendment of Lease) dated July 23, 2001; and on Exhibit A attached hereto; and

**WHEREAS**, Owner and Tenant amended the Original Agreement by executing that certain First Amendment to PCS Site Agreement dated January 7, 2013 (the “First Amendment”), evidenced by that certain Memorandum of First Amendment to PCS Site Agreement dated as of January 7, 2013 and recorded March 6, 2013 at cc# D213056243 of the Real Property Records of Tarrant County, Texas, whereby Owner and Tenant agreed to amend certain provisions of the Agreement (the Original Agreement and the First Amendment shall be collectively referred to herein as the “Agreement”); and

**WHEREAS**, Owner and Tenant entered in to that certain Easement Agreement dated \_\_\_\_\_, recorded \_\_\_\_\_, 2017 at cc# \_\_\_\_\_ of the Real Property Records of Tarrant County, Texas, whereby Tenant released the existing access to the Existing Leased Premises and the Owner granted Tenant a new access easement to the Existing Leased Premises.

**WHEREAS**, the Owner and Tenant desire to amend certain provisions of the Agreement upon terms mutually acceptable to both parties; and

**WHEREAS**, the Owner and Tenant find that amending the Agreement in accordance with the terms of this Second Amendment is in the best interests of the Owner and Tenant; and

**NOW THEREFORE**, for and in consideration of the mutual promises set forth herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Owner and Tenant hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct in all respects and are hereby made a part of this Second Amendment.
2. **Status of Parties/Estoppel.** Owner acknowledges that the Agreement is in full force and effect and Owner does not have any presently known existing claims against Tenant or any offsets against rent due under the Agreement. There are no known (i) defaults of Tenant under the Agreement, or (ii) existing circumstances which with the passage of time, or notice, or both, would give rise to a default under the Agreement. Nothing contained herein shall be deemed a waiver of any unknown breach or violation(s) of any provision of this agreement.
3. **Defined Terms.** Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.
4. **Section 1.1 Amendment: Leased Premises.** Owner hereby leases to Tenant an additional 336 square feet of the Owned Premises (the "Additional Space") and Section 1.1 of the Agreement is hereby amended to reference the Additional Space as described in Exhibit "C" attached hereto. The Leased Premises is hereby expanded to include both the Existing Leased Premises and the Additional Space granted to Tenant hereunder as described in Exhibit "D" attached hereto (the "New Leased Premises").
5. **Section 3.1 Amendment: Rent.** The Rent payable by Tenant as defined under Section 3 of the Agreement is hereby amended to be an annual payment of Thirty Four Thousand Nine Hundred Nine and 56/100 dollars (\$34,909.56) commencing on the later of the first day of the month following the full execution of this Second Amendment or the commencement of construction in the Additional Space; payable in equal installments of Two Thousand Nine Hundred Nine and 13/100 dollars (\$2,909.13) monthly. The Rent shall otherwise escalate as described in Section 3.5 of the Agreement.
6. **Sublease Fee.** The parties hereby acknowledge that Tenant is negotiating a Future Wireless Telephone Provider Sublease with Verizon Wireless ("Verizon") for the installation of equipment in the Additional Space. Pursuant to paragraph 6 of the First Amendment, Tenant agrees to pay Owner a Future Wireless Telephone Provided Sublease Fee in the amount of Three Hundred Fifty dollars (\$350) per month for Verizon's sublease. The first payment of the Future Wireless Telephone Provided Sublease Fee shall be due on the first day of the month following the commencement date of Verizon's Future Wireless Telephone Provided Sublease, and each subsequent payment shall be due on the first day of each month thereafter. If the Verizon Future Wireless Telephone Provided Sublease expires or terminates for any reason, Tenant shall no longer be obligated to pay the Future Wireless Telephone Provided Sublease Fee for Verizon.

7. **Authority.** Owner represents and warrants that, as of the date of this Second Amendment, Owner is duly authorized and has the full power, right and authority to enter into the Second Amendment and to perform all of the Owner's obligations under this Second Amendment and to execute and deliver this Second Amendment to Tenant.
8. **Construction of Documents.** Each party hereto acknowledged that this Second Amendment shall not be construed in favor of or against the drafter hereof.
9. **Entire Agreement.** The Agreement, (as amended by the First Amendment and this Second Amendment) embodies the final, entire agreement between the parties with respect to the subject matter of this Second Amendment, and supersedes any and all prior agreements, representations, understandings and commitments, whether oral or written relating to this subject matter, and may not be contradicted or varied by evidence or prior, contemporaneous or subsequent oral agreements or discussions of or on behalf of the parties to this Second Amendment.
10. **Counterparts.** This Second Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.
11. **Remainder of Agreement Unaffected.** All other provisions of the Agreement and First Amendment shall remain in full force and effect and shall not be altered by this Second Amendment. Any conflict between the terms of the Agreement, the First Amendment and the Second Amendment, shall be controlled by the terms of this Second Amendment.
12. **Headings.** The headings contained in this Second Amendment are for reference purposes only and shall not modify or affect this Second Amendment in any manner whatsoever.
13. **Recordation.** Tenant, at its cost and expense, shall have the right to record a memorandum of this Second Amendment in the conveyance records of Tarrant County, Texas, at any time following the execution of this Second Amendment by all parties hereto.

**[Remainder of Page Left Blank Intentionally:  
Signature Pages Begin on the Following Page]**

**IN WITNESS WHEREOF**, the undersigned parties have caused this Amendment to be duly executed as of the Effective Date.

**OWNER:**

**CITY OF MANSFIELD, TEXAS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Manager  
Date: \_\_\_\_\_

STATE OF TEXAS                    §  
  §  
COUNTY OF TARRANT         §

The foregoing instrument was acknowledged before me this the \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, City Manager of City of Mansfield Texas, for and on behalf of said entity and for the purposes, intents and consideration stated in the foregoing instrument. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

In Witness Whereof, I have hereunto signed this acknowledgement with said appeared on the date set forth above.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public  
[Seal]

My Commission Expires: \_\_\_\_\_

**TENANT:**

**STC FIVE LLC,**

a Delaware limited liability company

By: **GLOBAL SIGNAL ACQUISITIONS III LLC,**  
a Delaware limited liability company,  
its Attorney-in-Fact

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

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

Title: \_\_\_\_\_

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

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before on me this the \_\_\_\_ day of \_\_\_\_\_, 2017, before me personally appeared \_\_\_\_\_, \_\_\_\_\_ of Global Signal Acquisitions III LC, a Delaware limited liability company, the Attorney-in-Fact of **STC FIVE LLC**, a Delaware limited liability company, that executed the forgoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entities for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto signed this acknowledgement with said appeared on the date set forth above.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

[Seal]

My Commission Expires: \_\_\_\_\_

## Exhibit B

### Existing Leased Premises Description

BEING a 0.041 acre (1,800.00 square feet) tract of land situated in the Henry Odell Survey, Abstract No. 1196, being out of a called 23.890 acre tract, described in deed as First Tract to the City of Mansfield, recorded in Volume 4060, Page 657, Deed Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows;

COMMENCING at a found "X" in concrete at the southwest corner of said 23.890 acre tract;

THENCE North 58° 36' 22" East for a distance of 493.89 feet to a point;

THENCE North 30° 49' 38" West for a distance of 13.46 feet to a found 1/2" iron rod for the POINT OF BEGINNING;

THENCE North 30° 49' 38" West for a distance of 30.00 feet to a found 1/2" iron rod for corner;

THENCE North 59° 10' 22" East for a distance of 60.00 feet to a found 1/2" iron rod for corner;

THENCE South 30° 49' 38" East for a distance of 30.00 feet to a found 1/2" iron rod for corner;

THENCE South 59° 10' 22" West a distance of 60.00 feet to the POINT OF BEGINNING, and containing 0.041 acre (1,800.00 square feet) of land, more or less.

## Exhibit C

### Additional Space Description

BEING a 0.008 acre (336.00 square feet) tract of land situated in the Henry Odell Survey, Abstract No. 1196, being out of a called 23.890 acre tract, described in deed as First Tract to the City of Mansfield, recorded in Volume 4060, Page 657, Deed Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows;

COMMENCING at a found "X" in concrete at the southwest corner of said 23.890 acre tract;

THENCE North 58° 36' 22" East for a distance of 493.89 feet to a point;

THENCE North 30° 49' 38" West for a distance of 13.46 feet to a found 1/2" iron rod;

THENCE North 30° 49' 38" West for a distance of 30.00 feet to a found 1/2" iron rod;

THENCE North 59° 10' 22" East for a distance of 36.00 feet to a set 1/2" iron rod for the POINT OF BEGINNING;

THENCE North 30° 49' 38" West for a distance of 14.00 feet to a set 1/2" iron rod for corner;

THENCE North 59° 10' 22" East for a distance of 24.00 feet to a set 1/2" iron rod for corner;

THENCE South 30° 49' 38" East for a distance of 14.00 feet to a found 1/2" iron rod for corner;

THENCE South 59° 10' 22" West a distance of 24.00 feet to the POINT OF BEGINNING, and containing 0.008 acre (336.00 square feet) of land, more or less.

## Exhibit D

### New Leased Premises Description

BEING a 0.049 acre (2,136.00 square feet) tract of land situated in the Henry Odell Survey, Abstract No. 1196, being out of a called 23.890 acre tract, described in deed as First Tract to the City of Mansfield, recorded in Volume 4060, Page 657, Deed Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows;

COMMENCING at a found "X" in concrete at the southwest corner of said 23.890 acre tract;

THENCE North 58° 36' 22" East for a distance of 493.89 feet to a point;

THENCE North 30° 49' 38" West for a distance of 13.46 feet to a found 1/2" iron rod for the POINT OF BEGINNING;

THENCE North 30° 49' 38" West for a distance of 30.00 feet to a found 1/2" iron rod for corner;

THENCE North 59° 10' 22" East for a distance of 36.00 feet to a set 1/2" iron rod for corner;

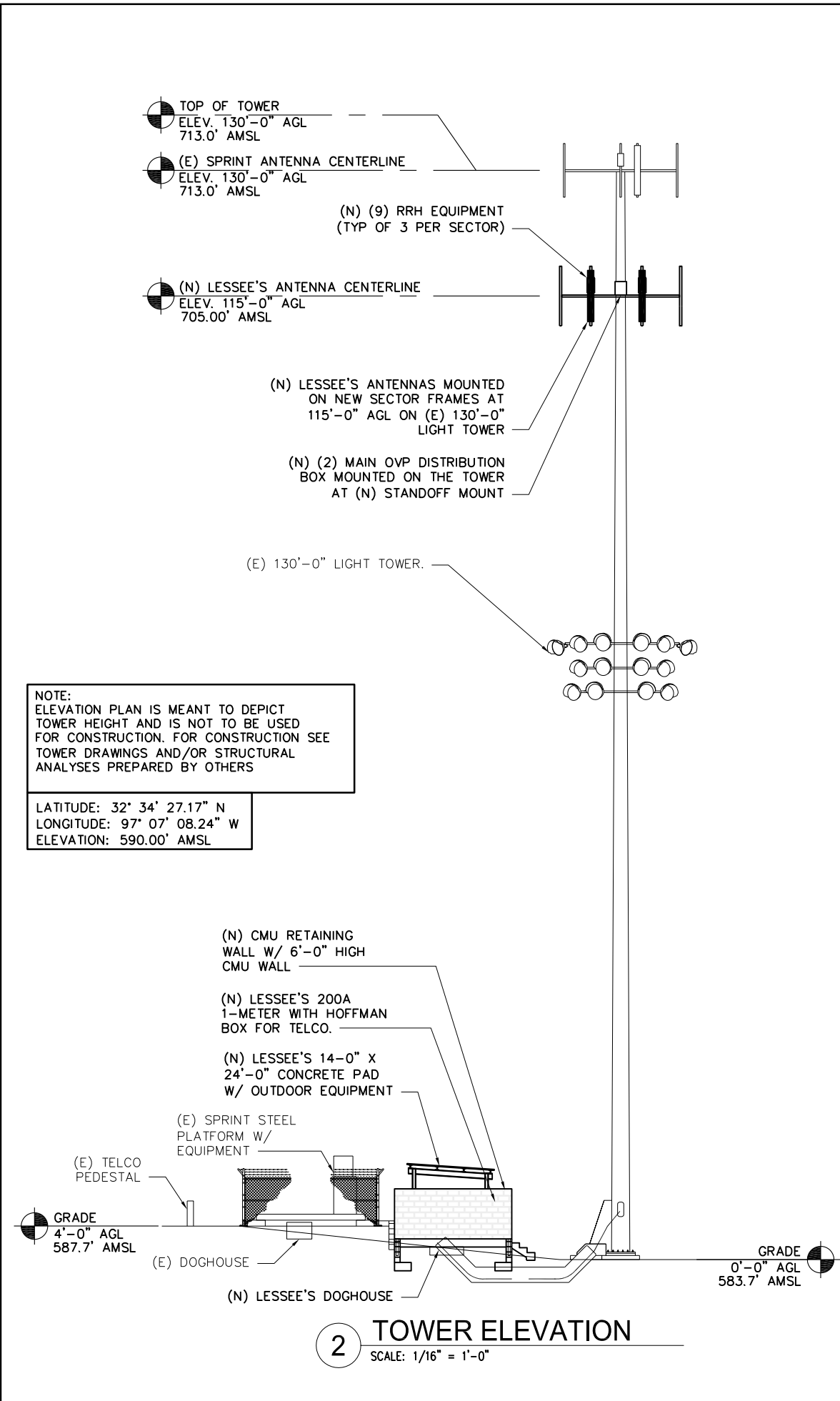
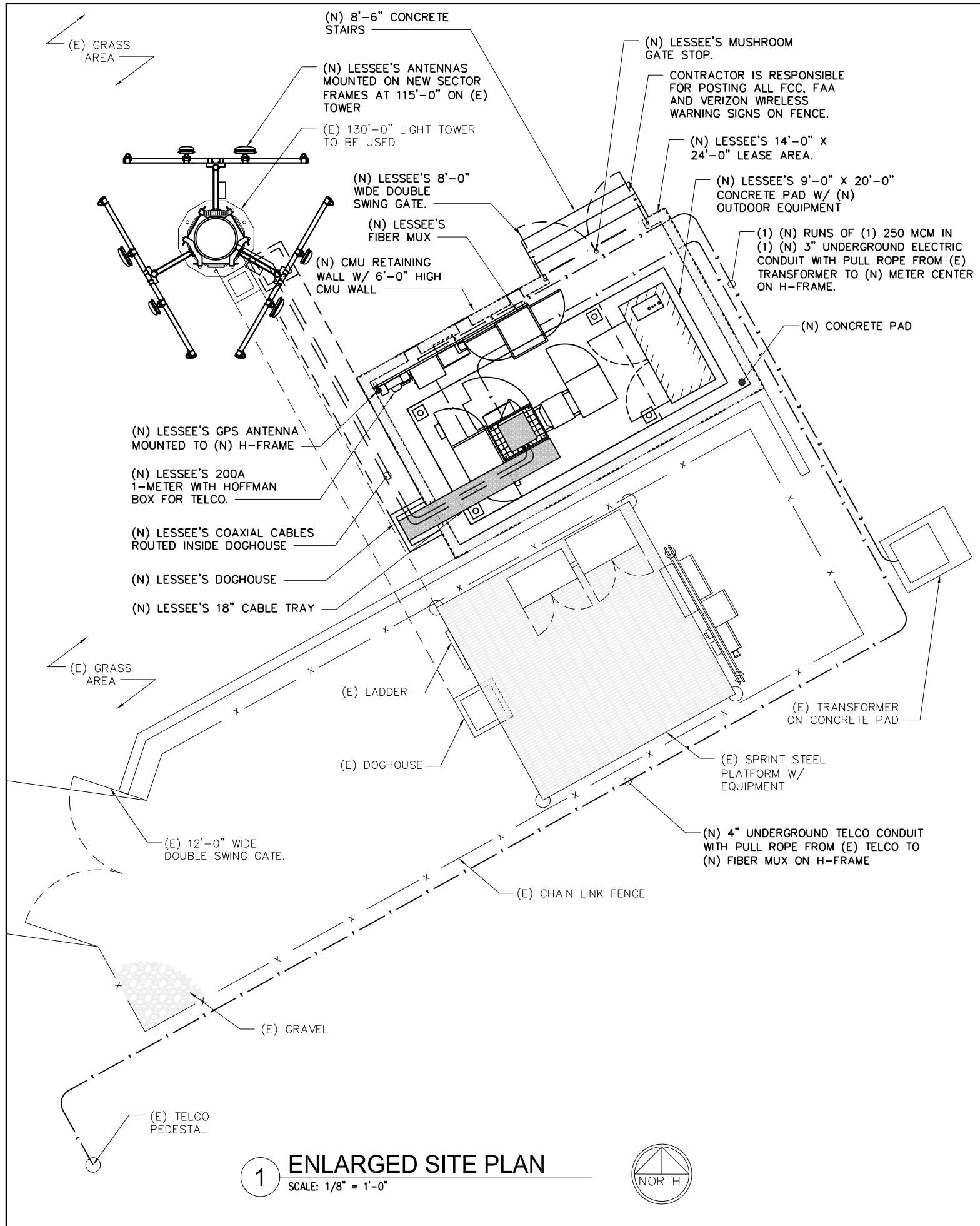
THENCE North 30° 49' 38" West for a distance of 14.00 feet to a set 1/2" iron rod for corner;

THENCE North 59° 10' 22" East for a distance of 24.00 feet to a set 1/2" iron rod for corner;

THENCE South 30° 49' 38" East for a distance of 44.00 feet to a found 1/2" iron rod for corner;

THENCE South 59° 10' 22" West a distance of 60.00 feet to the POINT OF BEGINNING, and containing 0.049 acre (2,136.00 square feet) of land, more or less.

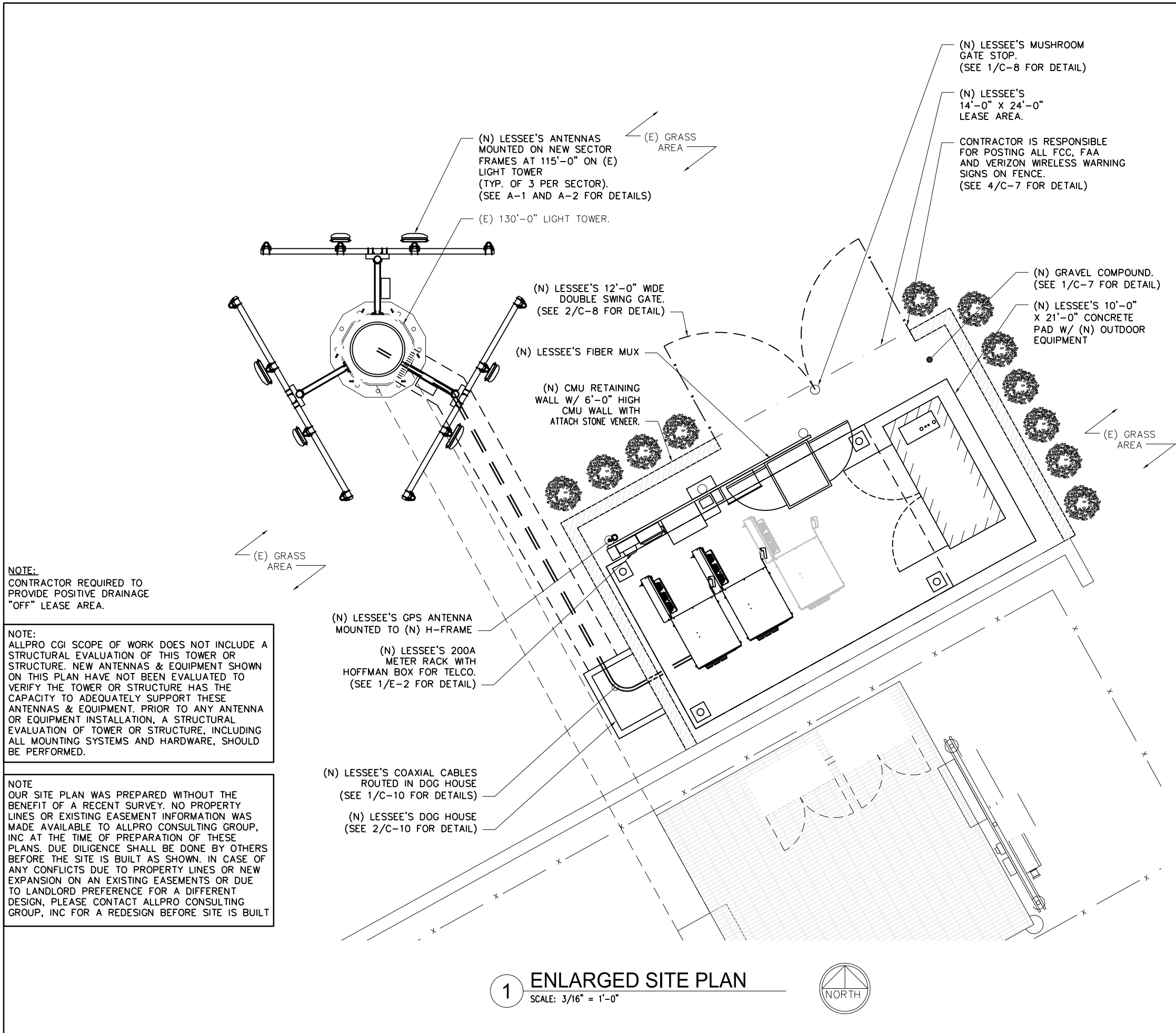




NOTE:  
ELEVATION PLAN IS MEANT TO DEPICT TOWER HEIGHT AND IS NOT TO BE USED FOR CONSTRUCTION. FOR CONSTRUCTION SEE TOWER DRAWINGS AND/OR STRUCTURAL ANALYSES PREPARED BY OTHERS

LATITUDE: 32° 34' 27.17" N  
LONGITUDE: 97° 07' 08.24" W  
ELEVATION: 590.00' AMSL

		ISSUED FOR REVIEW	NO.	DATE	REVISION
B	09/09/14				
A	08/20/14				
 7 VILLAGE CIRCLE SUITE #400 WESTLAKE, TEXAS 76262					
DATE DRAWN:	08/20/14	DRAWN BY:	R. IRIZARRY	APPROVED BY:	J. GEORGE
<b>LEASE EXHIBIT DANBURY DR</b>  <b>SITE # ID 301636</b> 757 US HWY 287 MANSFIELD, TX 76063 TARRANT COUNTY					
 CONSULTING GROUP, INC.  9221 LYNDON B JOHNSON FREEWAY SUITE 204, DALLAS, TX 75243 PHONE: 972-231-8893 FAX: 866-364-8375 WWW.ALLPROCGI.COM  FIRM REGISTRATION # 8242 ACGI# 14-5462					
SHEET NAME <b>ENLARGED SITE PLAN/          TOWER ELEVATION</b>					
SHEET NUMBER <b>LE-1</b>					



**NOTE 1:**

THE CONTRACTOR WILL, UPON BECOMING AWARE OF SUBSURFACE OR LATENT PHYSICAL CONDITIONS DIFFERING FROM THOSE DISCLOSED BY THE ORIGINAL SOIL INVESTIGATION WORK, PROMPTLY NOTIFY THE OWNER VERBALLY TO PERMIT VERIFICATION OF THE DIFFERING CONDITIONS, AND IN WRITING, AS TO THE NATURE OF THE DIFFERING CONDITIONS. NO CLAIM BY THE CONTRACTOR FOR ANY CONDITIONS DIFFERING FROM THOSE ANTICIPATED IN THE PLANS AND SPECIFICATIONS AND DISCLOSED BY THE SOIL STUDIES WILL BE ALLOWED UNLESS THE CONTRACTOR HAS SO NOTIFIED THE OWNER, VERBALLY AND IN WRITING, AS REQUIRED ABOVE, OF SUCH DIFFERING SUBSURFACE CONDITIONS.

**NOTE 2:**

ANY AREA ALTERED FROM CONSTRUCTION TO BE RETURNED TO ITS ORIGINAL STATE. GRASS AREA SHALL BE SEEDED AND MAINTAINED UNTIL SEEDS HAVE GERMINATED

**NOTE 3:**

CONTRACTOR SHALL VERIFY ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.

**NOTE 4:**

CONTRACTOR TO INSTALL EROSION CONTROL MEASURES ALONG PERIMETER OF ALL CONSTRUCTION SUFFICIENT TO PREVENT STORM WATER RUNOFF CONTAMINATION. (SEE 1/C-6 FOR DETAIL).

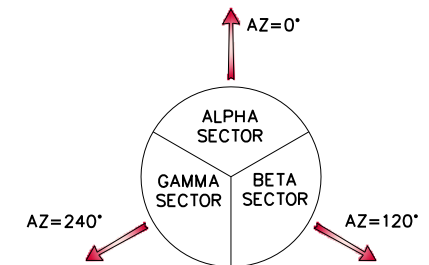
**NOTE 5:**

THE CONTRACTOR SHALL CLEAN-UP AND REMOVE FROM THE WORK SITE ON A DAILY BASIS (OR SOONER IF DIRECTED BY THE VERIZON WIRELESS PROJECT MANAGER) ALL RUBBISH AND CONSTRUCTION DEBRIS, RESULTING FROM HIS OWN WORK. THE CONTRACTOR SHALL SUPPLY A DUMPSTER OR SIMILAR TRASH STORAGE/REMOVAL DEVICE AT JOBSITES WHERE CONSTRUCTION DEBRIS OR GARBAGE IS GENERATED.

**NOTE 6:**

THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL SURFACE GROWTH, INCLUDING TREES, VEGETATION, RUBBISH, UNDERGROWTH, STUMP AND ROOT STRUCTURES, SURFACE BOULDERS, AND ANY OTHER OBJECTIONABLE MATERIAL FROM THE TOWER BASE, GUYS PATHS, GUY ANCHOR AREA, BUILDING AREA, AND ROADS.

0° = TRUE NORTH



ANTENNA ORIENTATION

NO.	DATE	ISSUED FOR REVIEW	REVISION
A	08/28/14		

7 VILLAGE CIRCLE SUITE #400  
WESTLAKE, TEXAS 76262

DATE DRAWN: 08/20/14	DRAWN BY: S. NONGNUJ	APPROVED BY: J. GEORGE
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**NEW SITE BUILD  
DANBURY DR**

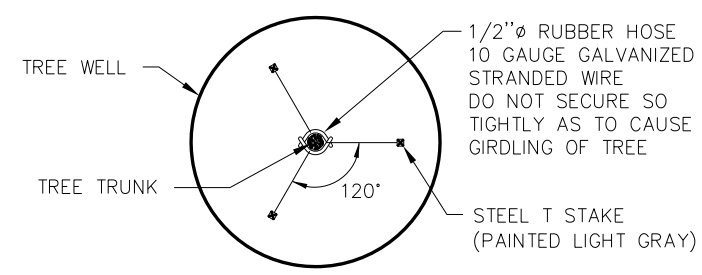
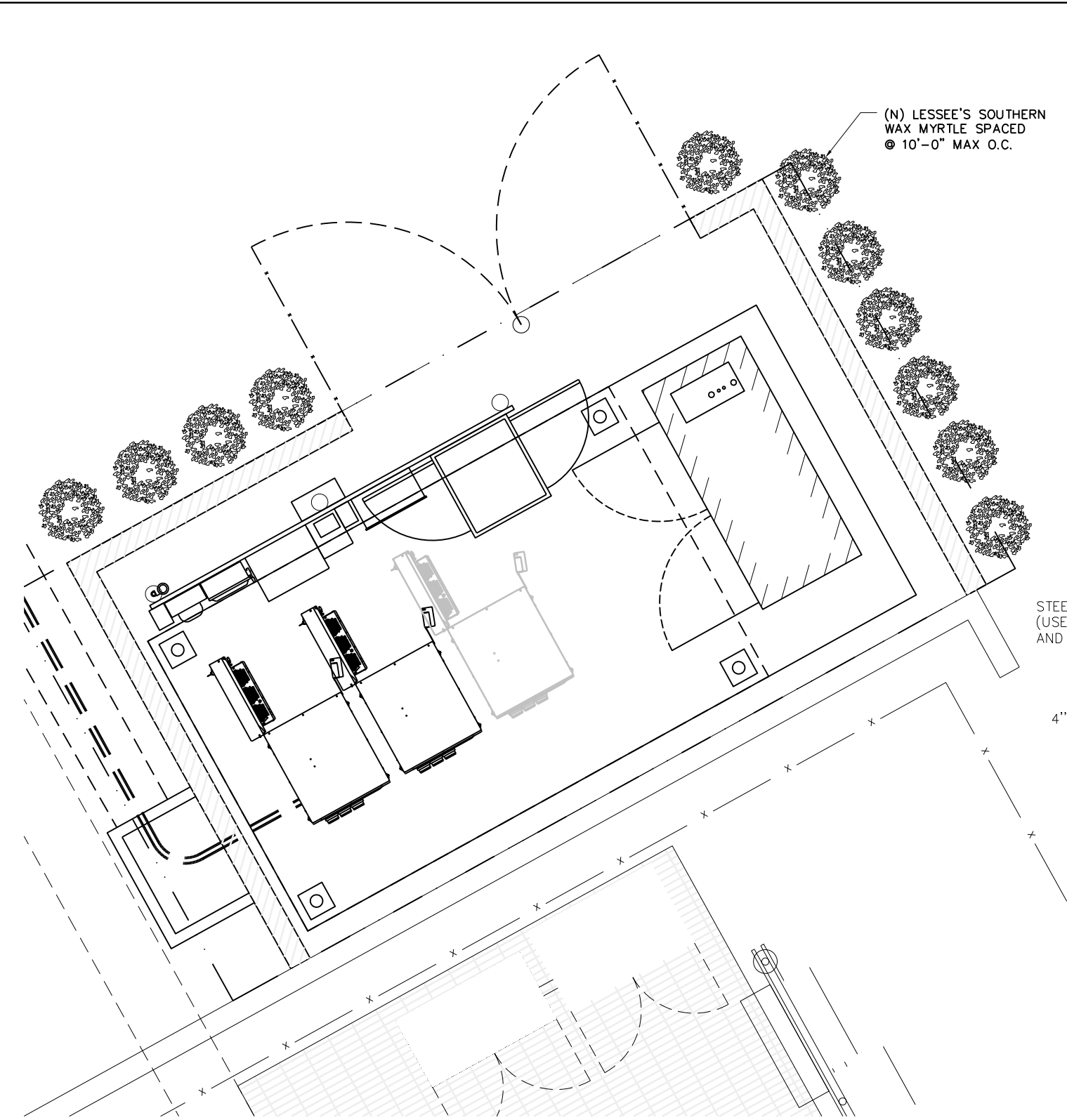
**SITE # ID 301636**

757 US HWY 287  
MANSFIELD, TX 76063  
TARRANT COUNTY

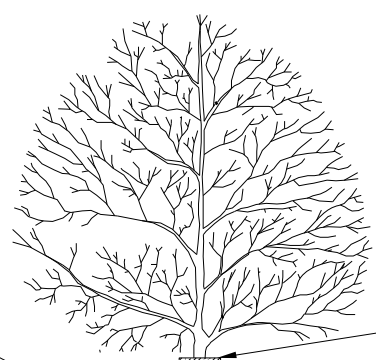
8221 LYNDON B JOHNSON FREEWAY  
SUITE 204, DALLAS, TX 75243  
PHONE: 972-231-8893  
FAX: 866-364-8375  
WWW.ALLPROCGI.COM  
FIRM REGISTRATION # 8242  
ACGI# 14-5579

SHEET NAME  
**ENLARGED  
SITE PLAN**

SHEET NUMBER  
**C-2**



PLAN AT HOSE TIE



NOTES:  
TOP OF ROOTBALL TO BE FLUSH WITH FINISHED GRADE  
TEMPORARY TREE WELL, STAKES AND WIRE TO BE REMOVED AFTER ONE FULL GROWING SEASON

STEEL T POSTS, 2 PER TREE (USE 3 STAKES FOR 3" CALIPER AND LARGER TREES)

MINIMUM 1/2" I.D. HOSE TO PROTECT TREE TRUNK.(SEE PLAN)

TREE CALIPER MEASURED ABOVE TOP OF ROOTBALL. (6" FOR TREES LESS THAN 4" CALIPER AND 12" FOR TREES 4" CALIPER AND GREATER)

BACKFILL PLANTING PIT WITH 2/3 NATIVE SOIL AND 1/3 PREPARED SOIL, MIX THOROUGHLY PRIOR TO BACKFILLING. SATURATE WITH WATER TO ELIMINATE VOIDS.

NOTE:  
FOR UNDERDRAINS IN PLANTERS, SEE DETAIL 10, SHEET 11

1 TREE PLANTING AND STAKING  
SCALE: N.T.S.

2 LANDSCAPING PLAN  
SCALE: N.T.S.

NO.	DATE	ISSUED FOR REVIEW	REVISION
A	08/28/14		

**verizon**

7 VILLAGE CIRCLE SUITE #400  
WESTLAKE, TEXAS 76262

DATE DRAWN: 08/20/14	DRAWN BY: S. NONGNUJ	APPROVED BY: J. GEORGE
-------------------------	-------------------------	---------------------------

**NEW SITE BUILD  
DANBURY DR**

**SITE # ID 301636**  
757 US HWY 287  
MANSFIELD, TX 76063  
TARRANT COUNTY

**ALLPRO**  
CONSULTING GROUP, INC.

9221 LYNDON B JOHNSON FREEWAY  
SUITE 204, DALLAS, TX 75243  
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WWW.ALLPROCGI.COM

FIRM REGISTRATION # 8242  
ACGI# 14-5579

SHEET NAME  
**LANDSCAPING PLAN**

SHEET NUMBER  
**C-8**