

**NOTICE OF CITY COUNCIL BRIEFING SESSION  
FEBRUARY 26, 2013  
T.W. "TURK" CANNADY-CEDAR HILL ROOM  
285 UPTOWN BLVD. – BLDG. 100  
CEDAR HILL, TEXAS  
6:00 P.M.**

**AGENDA**

- I. Call the meeting to order.**
- II. Conduct a briefing session on the Community Garden project.**
- III. City Center Update**
- IV. City Manager Reports:**
  - a. City Council Calendar/Upcoming Events.
  - b. City Operations.
- V. Conduct a briefing session to discuss agenda items for 7:00 p.m. regular meeting.**
- VI. Adjourn.**

I certify that the above notice of meeting was posted in accordance with the Texas Open Meetings Act on the 22nd day of February 2013.

**Lyn Hill  
City Secretary**

This facility is wheelchair accessible. If you plan to attend this public meeting and you have a disability that requires special arrangements, please call 972-291-5100 Ext. 1011 or (TDD) 1-800-RELAY TX (1-800-735-2989) at least 48 hours in advance. Reasonable accommodations will be made to assist your needs.

**NOTICE OF CITY COUNCIL MEETING  
FEBRUARY 26, 2013  
T.W. "TURK" CANNADY-CEDAR HILL ROOM  
285 UPTOWN BLVD. – BLDG. 100  
CEDAR HILL, TEXAS**

**7:00 P.M.**

***VISION STATEMENT: We envision Cedar Hill as a premier city that retains its distinctive character; where families and businesses flourish in a safe and clean environment.***

***MISSION STATEMENT: The mission of the City of Cedar Hill is to deliver the highest quality municipal services to our citizens and customers consistent with our community values.***

**AGENDA**

- I. Call the meeting to order.**
- II. Pledge of Allegiance.**
- III. Invocation: Council Member Clifford Shaw.**
- IV. Presentation:**
  - 1. Receive 2012 Racial Profiling Report – Dr. Eric Fritsch, University of North Texas.
- V. Consent Agenda:**

*The Consent Agenda includes routine items that may be acted upon with a single vote. Any City Council member may remove items from the Consent Agenda for separate discussion and consideration.*

- 1. Consider approving the minutes of the special meeting of February 5, 2013 and the regular meeting of February 12, 2013.
- 2. Consider acceptance of Cedar Hill Police Department's 2012 Racial Profiling Report.
- 3. Consider authorizing the Mayor to execute a 25-year Land Lease Agreement with Verizon Wireless for the installation and maintenance of a cell tower at the Service Center.

4. Consider approving the first Amendment to the tower site lease agreement between the City of Cedar Hill and STC Five LLC (Sprint) located at Fire Station No. 213, otherwise known as 1430 High Pointe Lane.

**VI. Citizens Forum.**

**VII. Regular:**

1. Closed meeting called pursuant to Texas Gov't Code: Sec. 551.071. Consultation with Attorney – PWW Audit.
2. Reconvene into open meeting and consider any action to be taken as a result of the closed session.

**VIII. Updates and announcements from City Council Members.**

**IX. Adjourn**

I certify that the above notice of meeting was posted in accordance with the Texas Open Meetings Act on the 22nd day of February 2013.

**Lyn Hill**  
**City Secretary**

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**PREMIER STATEMENTS**  
**CEDAR HILL HAS DISTINCTIVE CHARACTER**  
**CEDAR HILL HAS EXCELLENT, SAFE & EFFICIENT INFRASTRUCTURE**  
**CEDAR HILL IS SAFE**  
**CEDAR HILL IS CLEAN**  
**CEDAR HILL HAS TEXAS SCHOOLS OF CHOICE**  
**CEDAR HILL HAS VIBRANT PARKS AND NATURAL BEAUTY**  
**CEDAR HILL HAS A STRONG AND DIVERSE ECONOMY**

**CITY COUNCIL VALUES**  
**CITIZEN INPUT AND PARTICIPATION**  
**ACCOUNTABILITY AND RESPONSIVENESS**  
**DIVERSITY AND RESPECT FOR INDIVIDUAL DIFFERENCES**  
**HIGHEST ETHICAL STANDARDS AND INTEGRITY**  
**TEAMWORK AND REGIONAL COOPERATION**  
**EXCELLENCE AND CONTINUOUS IMPROVEMENT**

*I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the Government Center bulletin board on the \_\_\_\_ day of \_\_\_\_\_, 2013, By: \_\_\_\_\_*

**MINUTES**  
**CITY COUNCIL WORKSHOP**  
**February 5, 2013**

The City Council of the City of Cedar Hill, Texas met in special session Tuesday, February 5, 2013, 6:00 p.m., 4<sup>th</sup> Floor Administration Conference Room, Cedar Hill Government Center, 285 Uptown Blvd., Cedar Hill, Texas.

Mayor Franke called the meeting to order at 6:05 p.m. and identified that a quorum was present.

The following members of the City Council were present, to wit: Mayor Rob Franke, Mayor Pro Tem Daniel C. Haydin, Jr., Council Members Stephen Mason, and Clifford Shaw.

Absent: Council Member Chris Parvin and Steve Mason.

Staff members present: Deputy City Manager Greg Porter, Assistant City Manager Melissa Stephens, City Secretary Lyn Hill, Planning Director Rod Tyler, Public Works Director Elias Sassoon, Code Enforcement Supervisor Stacey Graves, Chief Building Official Johnny Kendro and Inspector Gail Lux.

Others present: Council Member-Elect Jami McCain.

Mayor Franke began the meeting by going through the pros and cons of various sign regulations and asked City Council Members to give their views and opinions. He emphasized keeping the aesthetics of Cedar Hill clean and without clutter.

After a brief discussion, Deputy City Manager Porter discussed the previous changes to Cedar Hill's sign regulations, noting earlier city councils were strict and conservative. He stated signs are big business and considered a form of speech. Porter emphasized the way to regulate them is by setting the rules and enforcing them.

Stating "Signage is evolving," Porter gave various examples of recent changes in types of signage, such as LED signs. He noted any regulation process needs to take that fact into consideration.

After introducing the Code Enforcement Staff, Porter noted the purpose of the presentation for the workshop was to have City Council give staff guidance on how to proceed.

Building Official Johnny Kendro gave a brief overview of the history of Cedar Hill's sign regulation, beginning back in 1950 when political signs were regulated.

In preparation for the Sign Ordinance amendments, the Building Appeals and Advisory Board reviewed sign rules from several of the survey cities. They met thirteen times in preparation of the new ordinance.

Kendro stated the main objective for the amendments is to: 1) reduce sign variance requests, 2) amend the procedure for sign area calculation, 3) revise regulations for LED signs, flag signs, balloons and banners and 4) to streamline the variance process. He reviewed new terminology such as CEVMS (changeable, electronic variable message system), and noted regulations do not apply to kiosk and mural signs.

After the presentation, there was lengthy discussion among staff and Council Members.

Powers of the various boards, with respect to their ability to recommend or approve variances were reviewed. The City Council agreed streamlining of the approval process was needed, and communication between the boards and City Council needs to be outlined. If powers are changed, the minutes of the board meetings, where variances are granted, need to be forwarded to the City Council.

There being no further business and absent dissent, Mayor Franke adjourned the meeting at 8:00 p.m.

Approved: \_\_\_\_\_  
**Rob Franke, Mayor**

ATTEST:

\_\_\_\_\_  
**Lyn Hill, City Secretary**

**BRIEFING MINUTES  
CITY COUNCIL MEETING  
FEBRUARY 12, 2013**

The City Council of the City of Cedar Hill, Texas, met in briefing session Tuesday, February 12, 2013, 6:00 p.m., T.W. "Turk" Cannady-Cedar Hill Room, 285 Uptown Blvd., Bldg. 100, City of Cedar Hill, Texas.

The following members of the City Council were present, to wit: Mayor Rob Franke, Mayor Pro Tem Daniel C. Haydin, Jr., Council Members Steve Mason, Chris Parvin, Wallace Swayze and Clifford Shaw.

Also in attendance: Council Member-Elect Jami McCain

**I. Call the meeting to order.**

Mayor Franke called the meeting to order at 6:00 p.m., declaring it an open meeting, that a quorum was present and the meeting notice was duly posted.

**II. Cedar Hill Youth and Family Initiatives.**

Parks Director Rhoda Savage explained the group was there to present information regarding a partnership within the community dealing with the welfare of the kids of Cedar Hill. She stated this is not a City program, but the City Staff is here to be the voice of the people behind the initiative and will be a member of the partnership.

Savage discussed the background and process of the initiative, defining the partners involved. She stressed this is not a day care and will not be housed out of the Recreation Center. The initiative is to address the fact that children are being left behind, to identify those and to help them become productive members of the community in the future.

Recreation Superintendent Carolyn Skeels explained the group studied existing services and prioritized opportunities where they plan to go in the future. The goals are the same as those proposed by the City Council.

Katy Bower, Recreation Center Manager, introduced the members of the various groups involved in the project. She identified some of the programs would include short-term summer camp, summer teen programs, expanded after-school care and long-term judicial and truancy involvement.

Following the presentation, there was discussion by City Council Members and strong encouragement to get parents involved. The consensus was the program should be open to Cedar Hill residents only, and payment should be required.

The Mayor expressed his appreciation for the presentation and all the work of the participants involved.

### **III. City Manger Reports:**

City Manager Sims introduced, Lt. Collin Chenault of the Cedar Hill Police Department, who discussed a program titled "Next Door.Com." He stated this is a free social network, commonly referred to as "Facebook for Neighborhoods."

Chenault noted the neighbors would create a website in order to keep their citizens updated and involved. It can serve as a network for discussion, for selling, for locating baby-sitters, finding lost pets, garage sales etc. Only residents who live in the individual neighborhood can join.

Chenault stated this is also an opportunity for the Police Department to target particular areas with notices of crime watch meetings or helping to locate a lost child, etc.

Twenty-six neighborhoods have already signed up for the program, which will launch in conjunction with the Fort Worth rollout of multiple cities at one time.

Public Relations Manager Corky Brown spoke as a resident of Waterford Oaks, a neighborhood currently signed into the program. He expressed the pleasure of the neighbors with regard to the police involvement. It has also encouraged involvement in crime watch and assistance in catching criminals.

There was a question and answer session by City Council, and appreciation and approval was expressed.

#### **\*\*\*\*\*Special Note:**

Before reviewing the calendar, City Manager Sims announced Cedar Hill's Police Traffic Division participated in the funeral procession from Midlothian to Austin in honor of "Greatest American Sniper" Chris Karl. He presented a video showing Cedar Hill Officers Will Dox and Larry Wise leading the procession.

#### **a) City Operations:**

1. City Center Update.

This item was set aside for future meeting, due to time constraints

#### **a. City Council Calendar/Upcoming Events.**

City Manager Sims informed City Council of the Cedar Hill ISD's request for a joint meeting and reviewed possible dates. He also requested consideration for a date for "Volunteer Appreciation."

The following dates were chosen:

- Monday, April 29 - CHISD/CH Joint Meeting
- Tuesday, April 30 – Volunteer Appreciation

Sims then reviewed the City Council Calendar as follows:

**Friday, February 22** – WFAA Good Morning Texas appearance (Victory Square Studio)

**Saturday, February 23:**

**7:45 a.m.** – Lions club Pancake Breakfast – Good Shepherd Church

**9:45 a.m.** – City Center Advisory Committee Mobile Workshop #1

**6:00 p.m.** – Cedar Hill Police Department Annual OTY Awards.

**Thursday, February 28 – 11:30 a.m.**, Monthly Cedar Hill Chamber Luncheon, Lambert Commons, Northwood University

**IV. Conduct a briefing session to discuss agenda items for 7:00 p.m. regular meeting.**

City Manager Sims reviewed the agenda for the Regular Meeting as follows:

- **Invocation by** Pastor Toby Snowden – High Pointe Baptist Church
- **Election Matters** – Installation of Council Member-Elect Jami McCain
- **Distinctive Character Presentation** – Recognition of CHISD Star Students, Rodney Thornton, twelfth-grade student of Cedar Hill High School and Analaura Rodriquez, tenth-grade student of Cedar Hill Collegiate High School
- **Public Hearing:**
  1. Case No. 12-27 - Conduct a Public Hearing and consider a request for a Conditional Use Permit (CUP) to expand a Used Merchandise, Furniture, Antique Shop, Rummage, Second Hand Store (Indoor Only) (Plato's Closet), within a Local Retail zoning district, located at 213 North Highway 67, Suite 700-A, requested by David C. George of Kite Realty Group.
- **Consent Agenda:**
  1. Consider approving the minutes of the regular meeting of January 22, 2013 and the special meeting of January 29, 2013.
  2. Consider adoption of Resolution No. R13-379 authorizing the Mayor to sign the First Amendment to Interjurisdictional Mutual Aid Agreement for the Ellis Dallas Unified Cooperative Team.

3. Consider adoption of Resolution No. R13-380 authorizing Dallas County to resell tax foreclosed property by public or private sale, to the highest qualified purchaser, as provided by section 34.05 of the Texas Property Tax Code.
  
4. Consider adoption of Resolution No. R13-381 supporting the submission of a continuation application for one Victim Assistance Manager from the Office of the Governor, General Victim Assistance – Direct Services Program.

No Consent Agenda items were requested to be removed for separate consideration.

**Adjourn.**

Upon a motion by Mayor Pro Tem Haydin and second by Council Member Parvin, the Briefing Session closed by unanimous vote at 7:00 p.m.

**Approved:** \_\_\_\_\_  
**Rob Franke, Mayor**

**Attest:** \_\_\_\_\_  
**Lyn Hill, City Secretary**

**MINUTES  
CITY OF CEDAR HILL  
CITY COUNCIL MEETING  
FEBRUARY 12, 2013**

The City Council of the City of Cedar Hill, Texas met in regular session Tuesday, February 12, 2013, 7:00 p.m., T.W. "Turk" Cannady - Cedar Hill Room, 285 Uptown Blvd., Cedar Hill, Texas.

Present: Mayor Rob Franke, Mayor Pro Tem Daniel C. Haydin, Jr., Council Members Steve Mason, Chris Parvin, Cliff Shaw and Wallace Swayze.

Also in attendance: Council Member-Elect Jami McCain.

**I. Call the meeting to order.**

Mayor Franke called the meeting to order at 7:05 p.m., declaring it an open meeting, that a quorum was present and that the meeting notice was duly posted.

**II. Pledge of Allegiance.**

The Pledges of Allegiance to both the United States and Texas Flags were led by Council Member-Elect Jami McCain.

**III. Invocation.**

The invocation was given by Pastor Adam McCain of Church on the Hill.

**V. Distinctive Character Presentation:**

**\*\*\*\*Note:** Mayor Franke changed the order of the agenda to accommodate student Rodney Thornton, who needed to leave in order to participate in his school's basketball game.

**This item** was to present Certificates of Recognition to Analaura Rodriguez, tenth-grade student of Cedar Hill Collegiate High School and Rodney Thornton, twelfth-grade student of Cedar Hill High School- S.T.A.R. Student Awards for the months of January and February.

City Council Members assembled at the front of the dais. Mayor Franke asked Rodney Thornton to join them.

Mayor Pro Tem Haydin read Thornton's bio and presented him with the crystal star trophy and recognition certificate plaque.

Thornton introduced his parents and school representatives in the audience.

Student Analaura Rodriguez was not in attendance.

**IV. Election Matters:**

**Item 1** was to review the canvass of votes by Mayor Franke.

Mayor Franke advised a special meeting was held on January 29 to canvass the votes of the special election of January 19 filling the vacated, unexpired term of former Council Member Cory Spillman.

The Mayor gave the number of votes of each candidate as reported by Dallas County Elections.

Vote was as follows:

<u>Candidate</u>	<u># of Votes</u>	<u>Percentage</u>
Jeremiah Garlock	33	4.07%
Joanette Manning	163	20.12%
Jami McCain	614	75.80%

Mayor Franke announced Jami McCain as the winner, emphasizing the large percentage with which she won. He noted Cedar Hill recognizes distinctive character of special people in our community. The Mayor stated those results show the character of a person willing to give in a special way who got involved and made the character of the City her own. To win with such a large victory in an election where there were three candidates speaks volumes about Cedar Hill voters. They recognize dedication, Franke commented.

The Mayor also complimented McCain for the positive manner with which she ran her race. She continuously talked about how she wanted to serve.

He noted the fact McCain is only the fourth female to serve on the Cedar Hill City Council, and he recognized Ms. Peggy Wilson, as one of those.

**Item 2** was to Issue a Certificate of Election to newly elected Place 1 Council Member Jami McCain.

The Mayor was joined at the podium by McCain. He then read the Certificate of Election and congratulated her on the victory

**Item 3** was to administer the Oath of Office.

City Secretary Lyn Hill gave the Oath of Office to McCain, who was then joined by her family members for photos.

Hill congratulated McCain and placed her name plaque in the Place 1 slot on the dais and invited her to take her position with the City Council.

**Item 4** was for a response by Council Member McCain.

Council Member McCain addressed the audience and City Council by stating it is an honor and privilege to serve as City Council Member. She thanked her family and everyone for their support. Explaining how much she has already learned from the City Council, she also complimented the City Staff. She added that she is very excited to be a part of this team and expressed her high respect for them.

McCain said there is a saying "The deeper the root, the sweeter the fruit." "This City has deep roots," she said and added "Many people have invested in Cedar Hill, and we will continue to see the fruit."

McCain closed by saying, "I am very, very excited about being a part and thank you very much."

#### **VI. Public Hearing:**

**This item** was for Case No. 12-27 to conduct a Public Hearing and consider a request for a Conditional Use Permit (CUP) to expand a Used Merchandise, Furniture, Antique Shop, Rummage, Second Hand Store (Indoor Only) (Plato's Closet), within a Local Retail zoning district, located at 213 North Highway 67, Suite 700-A, requested by David C. George of Kite Realty Group.

The Mayor introduced the item and asked if the applicant wished to address the City Council.

David George of Kite Realty Group, representative for the applicant explained Plato's Closet has two locations in Cedar Hill and wishes to expand by simply moving a wall to go from 2,800 sq. ft. to 4,000 sq. ft. He noted they are not changing the usage.

Mayor Franke then opened the public hearing for anyone wishing to speak either for or against the item.

No one spoke.

The Mayor closed the public hearing and turned to the City Council for deliberation.

Council Member Mason moved to approve the motion in accordance with the Planning and Zoning Commission's approval.

Mayor Pro Tem Haydin seconded the motion which passed by unanimous vote

**VII. Consent Agenda:**

Mayor Franke read the Consent Agenda as follows:

**Item 1** was to consider approving the minutes of the regular meeting of January 22, 2013, and the special meeting of January 29, 2013.

**Item 2** was to consider adoption of Resolution No. R13-379 authorizing the Mayor to sign the First Amendment to Interjurisdictional Mutual Aid Agreement for the Ellis Dallas Unified Cooperative Team.

**Item 3** was to consider adoption of Resolution No. R13-380 authorizing Dallas County to resell tax foreclosed property by public or private sale, to the highest qualified purchaser, as provided by section 34.05 of the Texas Property Tax Code.

**Item 4** was to consider adoption of Resolution No. R13-381 supporting the submission of a continuation application for one Victim Assistance Manager from the Office of the Governor, General Victim Assistance – Direct Services Program.

Following the reading, Council Member Parvin made a motion to approve the Consent Agenda, seconded by Council Member Swayze.

Council Member Mason abstained from voting on the January 22, 2013 minutes, due to his absence at that meeting.

The motion passed by unanimous vote.

**VIII. Citizens Forum.**

No one spoke at the Citizens Forum.

**IX. Updates and announcements from City Council Members.**

Council Member Mason stated on behalf of the Chamber of Commerce, he is leading the effort of the Government Committee to have a Cedar Hill Day in Austin. This will allow Cedar Hill representatives to meet with Government Officials for discussion. It will be for Cedar Hill only. Formal invitations to follow. Requested date is March 6.

Mayor Franke recognized the Texas Scholars in the audience.

**X. Adjourn**

Mayor Pro Tem Haydin made a motion to adjourn, seconded by Council Member McCain.

By unanimous vote, the meeting adjourned at 7:30 p.m.

**Approved:** \_\_\_\_\_  
**Rob Franke, Mayor**

**Attest:** \_\_\_\_\_  
**Lyn Hill, City Secretary**

**CITY OF CEDAR HILL  
CITY COUNCIL AGENDA ITEM**

**Agenda Date:** February 26, 2012

**Agenda Item Wording: Consider acceptance of Cedar Hill Police Department's 2012 Racial Profiling Report.**

**Summary:**

In 2004, the University of North Texas was commissioned by Senator Royce West to collect and analyze data from Southwest Dallas County law enforcement agencies in order to make recommendations concerning the racial profiling law and data collection process. Cedar Hill Police Department was one of the first law enforcement agencies that volunteered its data to this commissioned study for analysis and presentation. In fact, Cedar Hill Police Department exceeded the data collection requirement and served as a model agency for racial profile data collection.

State Law mandates that a local law enforcement agency present to its governing body an annual racial profiling report in accordance with Articles 2.132 and 2.133 of the Texas Code of Criminal Procedures. The 2012 Racial Profiling Report was emailed to the City Council for review on February 7, 2013. The Police Department has complied with this mandate and has again contracted with the University of North Texas to complete the 2012 Racial Profiling Report. The Police Department pays the University of North Texas \$2,500 for this service.

**Funding Source: General Fund**

**Recommended Action: Accept 2012 Racial Profiling Report**

<b>Department:</b>	<b>Police</b>	
<b>Contact / Phone No:</b>	<b>Chief S. L. Rhodes</b>	<b>(972) 291-5181 ext. 2018</b>
<b>Attachments:</b>	<b>No</b>	<b>If yes, how many pages: N/A</b>

CITY OF CEDAR HILL  
CITY COUNCIL AGENDA ITEM

Agenda Date: February 26, 2013

**Agenda Item Wording: Consider authorizing the Mayor to execute a 25-year Land Lease Agreement with Verizon Wireless for the installation and maintenance of a cell tower at the Service Center.**

**Summary:**

Verizon Wireless is proposing to lease a 60' by 60' area at the Public Works Service Center, located at 1554 S. Clark Rd. for the installation of a communication cell tower. Verizon Wireless, under this agreement, will be responsible for the construction, installation, maintenance, operation and repair of the cell tower at their own cost including an access road.

This agreement is conditional upon Verizon Wireless obtaining all necessary permits and licenses, including a Conditional Use Permit (CUP) from the City Council and must adhere to all of the zoning regulations and requirements prior to any construction activity.

The overall design and placement of the cell tower includes a security fence and gate and will be in compliance with the industry standards and will be reviewed and approved by the Public Works Department. Verizon Wireless will be responsible for maintaining a commercial general liability insurance policy on the structure for the duration of the lease.

This is a 25-year lease agreement with an initial term of 5-years, commencing on June 1, 2013 with four additional 5-year automatic renewals. The initial rental term is \$18,000 per year, due in monthly installments. A rental increase of 15% per renewal is in place for the automatic renewals of the lease which would increase the annual amount to \$20,700 for the first 5-year renewal, \$23,805 for the second renewal, \$27,375 for the third renewal and \$31,482 for the fourth and final renewal. Further, in the event Verizon Wireless subleases any portion of the premises, the City will receive 50% of the rental income. The revenue from this lease agreement, not including any rental from subleases, will total \$606,810 at the end of the full 25-year lease term. This agreement can be terminated at the end of the 25-year lease or parties may agree to negotiate a new lease agreement. In the event that Verizon Wireless terminates the lease agreement early they will pay a termination fee equal to 1-year's rental payment amount at the time of termination.

If and when the agreement is terminated, Verizon Wireless is responsible for the removal of the structure including any buildings, antenna structures, conduits, fixtures, foundations and slabs and will restore the area to its original condition.

This agreement has been approved as to form by legal counsel.

**Funding Source: N/A**

**Recommended Action: Authorize the Mayor to sign Agreement**

Department: Public Works  
Contact / Phone No: Elias K. Sassoon, P.E. 972-291-5126 x. 2810

Attachments: Yes If yes, how many pages: 23

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

STATE OF TEXAS

COUNTY OF DALLAS

MEMORANDUM OF LAND LEASE AGREEMENT

This Memorandum of Land Lease Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, between the City of Cedar Hill, with a mailing address of 285 Uptown Blvd., Cedar Hill, Texas 75104, hereinafter referred to as "LESSOR", and Dallas MTA, L.P. d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, and with notices to be sent to Dallas MTA, L.P. d/b/a Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey 07921, Attention: Network Real Estate, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LESSOR and LESSEE entered into a Land Lease Agreement (the "Agreement") on \_\_\_\_\_, 201\_\_\_\_ for an initial term of five (5) years, commencing on the Commencement Date. The Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. If at the end of the fourth (4th) five (5) year extension term the Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, the Parties agree to negotiate in good faith for any additional Terms.
2. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property"), located at 1554 South Clark Road, Cedar Hill, Dallas County, Texas, and being described as a 60' by 60' parcel containing 3,600 square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over or along a twenty (20) foot wide right-of-way extending from the nearest public right-of-way, South Clark Road, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights-of-way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being described in Exhibit "A" attached hereto and made a part hereof, and as shown on the survey attached hereto and incorporated herein as Exhibit "B". The Property being more particularly described in that certain Judgment dated May 5, 1960, recorded in Volume 5557, Page 484, Real Property Records, Dallas County, Texas. In the event any public utility is unable to use the aforementioned Rights of Way, LESSOR has agreed to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.
3. The Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence. The Agreement shall commence on the first day of June, 2013 (the "Commencement Date").
4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

LESSOR: City of Cedar Hill

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

LESSEE: Dallas MTA, L.P. d/b/a Verizon Wireless  
By: Verizon Wireless Texas, LLC, its general partner

By: \_\_\_\_\_  
Hans F. Leutenegger  
Area Vice President Network  
Date: \_\_\_\_\_

NOTARY ACKNOWLEDGMENT

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_, \_\_\_\_\_ of the City of Cedar Hill. **He/She** is personally known to me or has produced a driver's license as identification.

(AFFIX NOTARIAL SEAL)

\_\_\_\_\_  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC — STATE OF \_\_\_\_\_

My commission expires: \_\_\_\_\_  
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by Hans F. Leutenegger, Area Vice President Network, of Verizon Wireless Texas, LLC, general partner of Dallas MTA, L.P. d/b/a Verizon Wireless, on behalf of said partnership. He is personally known to me.

(AFFIX NOTARIAL SEAL)

\_\_\_\_\_  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC — STATE OF NORTH CAROLINA

My commission expires: \_\_\_\_\_  
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

Exhibit "A"

PARENT TRACT DESCRIPTION

Consisting of 21.48 acres, more or less, out of the William C. Billingsley Survey, Abstract No. 136, in Dallas County, Texas, described more particularly in JUDGMENT RECORDED IN VOLUME 5557, PAGE 484, DEED RECORDS OF DALLAS COUNTY, TEXAS.

NOTE: THE ABOVE TRACT OF LAND IS NOW PLATTED AS LOT 1, BLOCK A, CITY SERVICE CENTER ADDITION, AN ADDITION TO THE CITY OF CEDAR HILL, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 97125, PAGE 2134, MAP RECORDS OF DALLAS COUNTY, TEXAS.

LESSEE'S LEASE SITE DESCRIPTION

A tract of land lying in and being part of Lot 1, Block A, CITY SERVICE CENTER ADDITION, an Addition to the City of Cedar Hill, Dallas County, Texas, according to the plat recorded in Volume 97125, Page 2134, Plat Records of Dallas County, Texas, Said tract being more particularly described as follows:

Commencing at a 5/8" iron rod found for the Southeast corner of said Lot 1, Block A; Thence N 68°16'06" W on the South line of said Lot 1, Block A, a distance of 680.95 feet to a point on said South line; Thence N 21°43'54" E perpendicular to said South line, a distance of 123.37 feet to a 1/2" iron rod with cap set for the Southeast corner, said corner being the Point of Beginning; Thence N 56°14'50" W a distance of 60.00 feet to a 1/2" iron rod with cap set for the Southwest corner; Thence N 33°45'10" E a distance of 60.00 feet to a 1/2" iron rod with cap set for the Northwest corner; Thence S 56°14'50" E a distance of 60.00 feet to a 1/2" iron rod with cap set for the Northeast corner; Thence S 33°45'10" W a distance of 60.00 feet to the Point of Beginning, containing 3,600.00 square feet or 0.083 acres, more or less.

LESSEE'S ACCESS/UTILITY EASEMENT DESCRIPTION

A 20.00 foot wide easement for ingress, egress and utility purposes crossing a part of Lot 1, Block A, CITY SERVICE CENTER ADDITION, an Addition to the City of Cedar Hill, Dallas County, Texas, according to the plat recorded in Volume 97125, Page 2134, Plat Records of Dallas County, Texas, Said easement being 10.00 feet on each side of the following described centerline:

Commencing at a 5/8" iron rod found for the Southeast corner of said Lot 1, Block A; Thence N 68°16'06" W on the South line of said Lot 1, Block A, a distance of 683.04 feet to a point on said South line; Thence N 21°43'54" E perpendicular to said South line, a distance of 113.59 feet to the Point of Beginning, said point being 10.00 feet from the Southeast corner of the 0.083 acre Lessee's Lease Site; Thence N 56°14'50" W and parallel with the South line of said 0.083 acre Lessee's Lease Site, a distance of 60.00 feet to a point; Thence N 85°00'04" W a distance of 69.53 feet to a point; Thence S 83°10'51" W a distance of 64.61 feet to a point; Thence N 79°56'41" W a distance of 48.42 feet to a point; Thence N 55°01'16" W a distance of 59.67 feet to a point; Thence N 38°43'50" W a distance of 101.41 feet to a point; Thence N 10°19'11" W a distance of 89.68 feet to a point; Thence N 19°14'48" W a distance of 67.95 feet to a point; Thence N 32°25'38" W a distance of 66.07 feet to a point; Thence N 47°42'16" W a distance of 99.51 feet to a point; Thence

N 39°20'50" W a distance of 79.35 feet to a point; Thence N 35°02'46" W a distance of 146.98 feet to a point; Thence N 67°16'20" W a distance of 193.96 feet to a point; Thence N 02°36'52" E a distance of 232.00 feet to a point; Thence N 32°27'07" E a distance of 98.64 feet to a point; Thence N 10°01'18" E a distance of 99.58 feet to a point; Thence N 40°40'28" W a distance of 60.61 feet to the Point of termination on the East Public Right-of-way line of South Clark Road. Side lines of said easement to be shortened or extended such as to begin 10.00 feet South of the Southeast corner of said 0.083 acre Lessee's Lease Site and terminate on the East Public Right-of-way line of South Clark Road.

Exhibit "B"

See attached Survey.

LAND LEASE AGREEMENT

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, between the City of Cedar Hill, a Texas home rule municipal corporation, with a mailing address of 285 Uptown Blvd., Bldg. 100, Cedar Hill, Texas 75104, hereinafter designated LESSOR, and Dallas MTA, L.P. d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property" which is particularly described in that certain Judgment dated May 5, 1960, recorded in Volume 5557, Page 484, Real Property Records, Dallas County, Texas), located at 1554 South Clark Road, Cedar Hill, Dallas County, Texas, and being described as a 60' by 60' parcel containing 3,600 square feet (the "Land Space"), together with the non-exclusive right to use an access/utility easement, for prearranged ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over or along a twenty (20) foot wide right-of-way extending from the nearest public right-of-way, South Clark Road, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights-of-way from the Land Space, said Land Space and access/utility easement (hereinafter collectively referred to as the "Premises" as described and depicted in Exhibit "A" attached hereto and incorporated herein for all purposes LESSOR agrees to reimburse LESSOR for all costs incurred by LESSOR in providing after hours ingress and egress. "After hours" shall mean Saturday, Sunday, 5:00 p.m. to 8:00 a.m. during any weekday, and any legal holiday. In the event any public utility is unable to use the access/utility easement, the LESSOR hereby agrees to grant an additional access/utility easement, if available in the City's sole discretion, either to the LESSEE or to the public utility at no cost to the LESSEE. All utilities located in the access/utility easement by, for or on behalf of LESSEE shall be installed underground. All costs associated with the installation of utilities, including the relocation of any existing utilities, shall be borne solely by the LESSEE.

In the event of the inability of LESSOR to deliver possession of all or any portion of the Premises, for any reason whatsoever, at the time of commencement of this Agreement, neither LESSOR nor any of its officers, employees, agents or representatives shall be liable for any damage caused thereby, nor shall this Agreement thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event LESSEE will not be liable for any rent until such time as LESSOR can deliver possession.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and LESSEE hereby agrees to conduct such survey, at LESSEE's sole cost and expense. The said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A".

### 3. TERM; RENTAL.

This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Eighteen Thousand and No/100 Dollars (\$18,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence on the first day of June, 2013 (the "Commencement Date"). LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1. LESSEE understands and agrees that it shall not have possession of the Premises or perform any work or construction activities on the Premises prior to the Commencement Date.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; and (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to Twenty Thousand Seven Hundred and No/100 Dollars (\$20,700.00); the annual rental for the second (2nd) five (5) year extension term shall be increased to Twenty-Three Thousand Eight Hundred Five and No/100 Dollars (\$23,805.00); the annual rental for the third (3rd) five (5) year extension term shall be increased to Twenty-Seven Thousand Three Hundred Seventy-Five and 75/100 Dollars (\$27,375.75); and the annual rental for the fourth (4th) five (5) year extension term shall be increased to Thirty-One Thousand Four Hundred Eighty-Two and 11/100 Dollars (\$31,482.11).

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, the Parties agree to negotiate in good faith for any additional Terms. The initial term and all extensions shall be collectively referred to herein as the "Term."

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the sole purpose of constructing, installing, maintaining, repairing and operating a wireless communications facility under an FCC license for cellular services including a cellular tower, including, but not limited to a monopole no taller than one hundred fifty feet (150') constructed in a manner such that at least two additional carriers could collocate on such monopole. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises (not including the access easement) and shall first be approved by the LESSOR. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. All development plans for the premises, including but not limited to alignment and construction of access roads/walkways and fencing, shall be at the sole cost and expense of LESSEE and shall

require the approval of the LESSOR. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use; or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement in accordance with Section 12. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by LESSEE hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR. In the event that LESSEE terminates this Lease under (iv), (v) or (vi) above, LESSEE shall pay to LESSOR, commensurate with such termination, an early termination fee equal to twelve (12) multiplied by the monthly rental payment amount at that time.

9. INDEMNIFICATION. LESSEE shall indemnify and hold LESSOR harmless from and against any and all claims of liability or loss from death, personal injury or property damage, including loss of use, resulting from or arising out of the negligent, grossly negligent or willful misconduct of the LESSEE, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the LESSOR, or its employees, contractors or agents. Neither this provision nor any other provision in this Agreement shall operate or be construed as a waiver of the LESSOR's governmental immunity from suit and/or liability.

10. INSURANCE.

LESSEE agrees that, at its own cost and expense, it will maintain commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction to property in any one occurrence; or \$3,000,000 combined single limit coverage for bodily injury and property damage. LESSEE agrees that LESSOR will be named as an additional insured under such policy of insurance and that the policy shall contain provisions to the effect that the naming of the LESSOR as an additional insured shall not affect any recovery to which the LESSOR would be entitled under the policy if it were not so named (except to the limits) and that the insurance is

primary as relates to LESSEE operations and shall be without contribution from any similar insurance available to the LESSOR in this respect.

Certificates of insurance verifying the above conditions shall be submitted to LESSOR within thirty (30) days of the execution of this Agreement. LESSEE shall provide LESSOR with copies of any and all notices received by LESSEE of cancellation and/or reductions of coverage.

11. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR. In the event that LESSEE terminates this Lease under this Paragraph 11, LESSEE shall pay to LESSOR, commensurate with such termination, an early termination fee equal to twelve (12) multiplied by the monthly rental payment amount at that time.

12. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue, unless and to the extent the LESSOR determines, by a majority vote of the City Council of LESSOR, that such interference creates a public safety hazard. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not knowingly cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance; provided, however, that neither this provision nor any other provision in this Agreement shall operate or be construed as a waiver of the LESSOR's governmental immunity from suit and/or liability.

13. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (including footings to three feet (3') below grade), foundations, slabs, equipment, conduits, fixtures and all real and personal property and restore the Premises to its original condition, reasonable wear and tear excepted, and remove all access roads' walkways. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of

this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed. If LESSEE fails to remove all of its building(s), antenna structure(s), foundations, slabs, equipment, conduits, fixtures and all personal property in compliance with this Agreement and upon expiration of the Term, LESSOR may, after 30 days written notice to LESSEE of LESSOR's intent to do so, possess, remove, sell or otherwise use or dispose of same and restore the property, and LESSEE hereby agrees that it shall be responsible for reimbursing LESSOR for all costs incurred with such removal and restoration.

14. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 13 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 13 and this Paragraph 14, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 13 shall be equal to one hundred thirty percent (130%) of the rent applicable during the month immediately preceding such expiration or earlier termination. Should any of LESSEE's equipment be left at the Premises after the removal period set forth in Paragraph 13 herein, such equipment shall immediately become the property of LESSOR.

15. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

16. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

17. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

18. ACKNOWLEDGMENT AND ACCEPTANCE OF RISKS.

a. In choosing to locate equipment, facilities and/or personnel on LESSOR's property, LESSEE acknowledges and accepts all risks from such location, including but not limited to the possibility of fires, ground movement, loss of line of sight path, and interference from current or future public safety communications equipment, facilities and/or transmissions.

b. LESSEE explicitly acknowledges that the risks of such location include bearing all costs associated with such risks, including but not limited to loss of business or income to LESSEE and restoration costs for damaged equipment and facilities.

19. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

20. GOVERNING LAW AND VENUE. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Texas. Venue for any legal action arising from or related to this Agreement will be the State District Courts of Dallas County, Texas.

21. WAIVER OF RIGHT TO TRIAL BY JURY. THE PARTIES HERETO EXPRESSLY REPRESENT, ACKNOWLEDGE AND AGREE THAT BY ENTERING INTO THIS AGREEMENT EACH HAS KNOWINGLY AND VOLUNTARILY WAIVED THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY AND AGREE THAT ANY LEGAL ACTION ARISING FROM OR RELATED TO THIS AGREEMENT SHALL BE TRIED TO THE JUDGE OF THE STATE DISTRICT COURT IN DALLAS COUNTY, TEXAS, WHERE THE ACTION IS FILED.

22. ASSIGNMENT AND SUBLETTING. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises upon notice to and approval of LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

The term "Sublease", "Sublet", "Sublessee" and any other similar term shall apply to any situation by which LESSEE allows a third party use of the Premises for collocation, whether it be by formal sublease, license or other agreement. All rights and responsibilities of LESSEE set forth in this Agreement shall be enjoyed by and binding on any Sublessee.

In the event LESSEE subleases any portion of the Premises, in accordance with this Agreement, any rental paid by any Sublessee(s) shall be divided between LESSOR and LESSEE in the following manner: fifty percent (50%) to LESSOR and fifty percent (50%) to LESSEE. Any Sublessee shall be instructed to pay the foregoing percentage amounts directly to LESSOR and LESSEE. LESSEE shall not be responsible to LESSOR for the collection or payment of rents by the Sublessee to LESSOR, and LESSEE shall have no liability to LESSOR in the event of failure of payment by the Sublessee. LESSEE will provide LESSOR with a tri-party agreement to be executed by the LESSEE, its Sublessee, and LESSOR to confirm direct payment obligation from the Sublessee to the LESSOR and to indicate LESSOR has been notified of the sublease.

LESSEE shall have the right to determine whether it will sublet any portion of the Premises or whether it will sublease to any specific Sublessee, subject to the prior written approval of LESSOR.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Cedar Hill  
285 Uptown Blvd., Bldg. 100  
Cedar Hill, Texas 75104  
Attention: Director of Public Works

LESSEE: Dallas MTA, L.P.  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto. Any successor LESSOR shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At such successor LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by such successor LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent

to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, such successor LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill such successor LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of such successor LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event such successor LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct such successor LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

25. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may prepare and record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

26. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have ten (10) days in which to cure any breach, provided LESSEE shall have such extended period as may be required beyond the ten (10) days if the nature of the cure is such that it reasonably requires more than ten (10) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this paragraph.

27. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such

breach. After receipt of such written notice, LESSOR shall have ten (10) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the ten (10) days if the nature of the cure is such that it reasonably requires more than ten (10) days and LESSOR commences the cure within the ten (10) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this paragraph.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the State of Texas; provided, however, In addition to any other remedies available to LESSOR, if LESSEE fails to remedy a default pursuant to the provisions of Section 27 above, LESSOR may take possession of the Premises and any and all personal property and fixtures of the LESSEE. LESSOR may sell or otherwise dispose of such personal property and fixtures as LESSOR deems fit. Neither this provision nor any other provision in this Agreement shall operate or be construed as a waiver of the LESSOR's governmental immunity from suit and/or liability.

29. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises. Neither this provision nor any other provision in this Agreement shall operate or be construed as a waiver of the LESSOR's governmental immunity from suit and/or liability.

b. LESSEE understands and agrees that flammable or hazardous substances, including but not limited to explosives, petroleum products, paint, solvents and resins are not allowed on the Premises without the prior written permission of LESSOR. In the event such written permission is granted, LESSEE agrees to dispose of such substances in a safe and lawful manner. LESSEE hereby agrees to release, defend and indemnify and hold harmless the LESSOR from and against any suits, demands, claims, damages, strict liability and costs or other liabilities associated with the removal or remediation of any hazardous substances that are released onto or from the Premises due to the actions or inactions of LESSEE. "Cost" as used in this provision shall include, but not be limited to, all response or remediation costs, disposal fees,

investigations costs, monitoring costs, civil or criminal penalties, attorney fees and costs of litigation.

30. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

32. PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority

to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. COMPLIANCE WITH LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: City of Cedar Hill

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

LESSEE: Dallas MTA, L.P. d/b/a Verizon Wireless  
By: Verizon Wireless Texas, LLC, its general partner

By: \_\_\_\_\_  
Hans F. Leutenegger  
Area Vice President Network  
Date: \_\_\_\_\_

Exhibit "A"

PARENT TRACT DESCRIPTION

Consisting of 21.48 acres, more or less, out of the William C. Billingsley Survey, Abstract No. 136, in Dallas County, Texas, described more particularly in JUDGMENT RECORDED IN VOLUME 5557, PAGE 484, DEED RECORDS OF DALLAS COUNTY, TEXAS.

NOTE: THE ABOVE TRACT OF LAND IS NOW PLATTED AS LOT 1, BLOCK A, CITY SERVICE CENTER ADDITION, AN ADDITION TO THE CITY OF CEDAR HILL, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 97125, PAGE 2134, MAP RECORDS OF DALLAS COUNTY, TEXAS.

LESSEE'S LEASE SITE DESCRIPTION

A tract of land lying in and being part of Lot 1, Block A, CITY SERVICE CENTER ADDITION, an Addition to the City of Cedar Hill, Dallas County, Texas, according to the plat recorded in Volume 97125, Page 2134, Plat Records of Dallas County, Texas, Said tract being more particularly described as follows:

Commencing at a 5/8" iron rod found for the Southeast corner of said Lot 1, Block A; Thence N 68°16'06" W on the South line of said Lot 1, Block A, a distance of 680.95 feet to a point on said South line; Thence N 21°43'54" E perpendicular to said South line, a distance of 123.37 feet to a 1/2" iron rod with cap set for the Southeast corner, said corner being the Point of Beginning; Thence N 56°14'50" W a distance of 60.00 feet to a 1/2" iron rod with cap set for the Southwest corner; Thence N 33°45'10" E a distance of 60.00 feet to a 1/2" iron rod with cap set for the Northwest corner; Thence S 56°14'50" E a distance of 60.00 feet to a 1/2" iron rod with cap set for the Northeast corner; Thence S 33°45'10" W a distance of 60.00 feet to the Point of Beginning, containing 3,600.00 square feet or 0.083 acres, more or less.

LESSEE'S ACCESS/UTILITY EASEMENT DESCRIPTION

A 20.00 foot wide easement for ingress, egress and utility purposes crossing a part of Lot 1, Block A, CITY SERVICE CENTER ADDITION, an Addition to the City of Cedar Hill, Dallas County, Texas, according to the plat recorded in Volume 97125, Page 2134, Plat Records of Dallas County, Texas, Said easement being 10.00 feet on each side of the following described centerline:

Commencing at a 5/8" iron rod found for the Southeast corner of said Lot 1, Block A; Thence N 68°16'06" W on the South line of said Lot 1, Block A, a distance of 683.04 feet to a point on said South line; Thence N 21°43'54" E perpendicular to said South line, a distance of 113.59 feet to the Point of Beginning, said point being 10.00 feet from the Southeast corner of the 0.083 acre Lessee's Lease Site; Thence N 56°14'50" W and parallel with the South line of said 0.083 acre Lessee's Lease Site, a distance of 60.00 feet to a point; Thence N 85°00'04" W a distance of 69.53 feet to a point; Thence S 83°10'51" W a distance of 64.61 feet to a point; Thence N 79°56'41" W a distance of 48.42 feet to a point; Thence N 55°01'16" W a distance of 59.67 feet to a point; Thence N 38°43'50" W a distance of 101.41 feet to a point; Thence N 10°19'11" W a distance of 89.68 feet to a point; Thence N 19°14'48" W a distance of 67.95 feet to a point; Thence N 32°25'38" W a distance of 66.07 feet to a point; Thence N 47°42'16" W a distance of 99.51 feet to a point; Thence

N 39°20'50" W a distance of 79.35 feet to a point; Thence N 35°02'46" W a distance of 146.98 feet to a point; Thence N 67°16'20" W a distance of 193.96 feet to a point; Thence N 02°36'52" E a distance of 232.00 feet to a point; Thence N 32°27'07" E a distance of 98.64 feet to a point; Thence N 10°01'18" E a distance of 99.58 feet to a point; Thence N 40°40'28" W a distance of 60.61 feet to the Point of termination on the East Public Right-of-way line of South Clark Road. Side lines of said easement to be shortened or extended such as to begin 10.00 feet South of the Southeast corner of said 0.083 acre Lessee's Lease Site and terminate on the East Public Right-of-way line of South Clark Road.

Exhibit "B"

See attached Survey

# City Service Center 1554 South Clark Road



Proposed 60' X 60' Verizon Wireless Lease Site

**CITY OF CEDAR HILL  
CITY COUNCIL AGENDA ITEM**

**Agenda Date:** February 26, 2013

**Agenda Item Wording:** Consider approving the first Amendment to the tower site lease agreement between the City of Cedar Hill and STC Five LLC (Sprint) located at Fire Station No. 213, otherwise known as 1430 High Pointe Lane.

**Summary:**

Since 1996, Sprint has leased space from the City of Cedar Hill located at Fire Station 213 for telecommunications equipment. Sprint has consistently been a good and responsive tenant on the property and abided by all City requests. In September, 2011, the Fire Department requested Sprint to expand their existing premises to accommodate a new fire station generator, which takes up more room within the leased space. In an effort to accommodate the required space, Sprint has agreed to replace the old wood fence at their cost, and install a vinyl fence that matches what the High Pointe PID already has in place. Both the Fire Department and Sprint have agreed to make the requested changes; however, this Amendment needs to be approved by City Council prior to any work being done.

The attached Amendment has been reviewed and approved as to form by legal counsel of the City and Sprint.

**Funding Source:** N/A

**Recommended Action:** Approve Amendment

**Department:** Administration  
**Contact / Phone No:** Melissa A. Stephens 972-291-5100 ext. 1030

**Attachments:** Yes If yes, how many pages: 7

**FIRST AMENDMENT TO  
TOWER SITE LEASE AGREEMENT**

THIS FIRST AMENDMENT TO TOWER SITE LEASE AGREEMENT (the “First Amendment”) is made effective this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between THE CITY OF CEDAR HILL, TEXAS, a Texas home rule municipal corporation (hereinafter referred to as “Landlord”) and STC FIVE LLC, a Delaware limited liability company, by and through its Attorney In Fact, Global Signal Acquisitions II LLC, a Delaware limited liability company (hereinafter referred to as “Tenant”).

**RECITALS**

WHEREAS, Landlord and Sprint Spectrum L.P. (“Original Tenant”) entered into a Tower Site Lease Agreement dated September 24, 1996, a memorandum of which was recorded on December 19, 1996 at Instrument No. 2470866, in the Office of the Dallas County Recorder, Texas (the “Lease”) whereby Original Tenant leased certain real property, together with access and utility easements, located in Dallas County, Texas from Landlord (the “Premises”), all located within certain real property owned by Landlord (“Landlord’s Property”); and

WHEREAS, STC Five LLC is currently the Tenant under the Lease as successor in interest to the Original Tenant; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Lease had an initial term that commenced on October 21, 1996 and expired on October 20, 2001. The Lease provides for four extensions of five years each, the first three of which were exercised by Tenant. According to the Lease, the final extension expires on October 20, 2021; and

WHEREAS, Landlord and Tenant desire to amend the Lease on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. Expanded Premises. The dimensions of the existing Premises are hereby expanded in size to consist of a 28'10" x 36'6" x 28'7" x 36' parcel, as more particularly shown on the Site Plan attached hereto as Exhibit "A" (the "Expanded Premises"). Lessee may perform a survey of the Expanded Premises and may create a metes and bounds description, which will then be inserted to this First Amendment as Exhibit "B". Upon completion of the survey, the descriptions set forth on Exhibit "B", shall amend and replace those descriptions of the Premises and access and utility easements set forth in the Lease.

3. Representations, Warranties and Covenants of Landlord. Landlord represents, warrants and covenants to Tenant as follows:

a) The Premises is owned by Landlord free and clear of any mortgage, deed of trust, lien, or right of any individual, entity or governmental authority arising under any option, right of first refusal, lease, license, easement or other instrument, except for the rights of Tenant arising under the Lease as amended hereby and the rights of utility providers under recorded easements..

b) Upon Tenant's request, Landlord agrees, to the extent permitted by law, to discharge and cause to be released (or, if approved by Tenant, subordinated to Tenant's rights under the Lease as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Premises.

c) Upon Tenant's request, Landlord agrees to cure any defect in Landlord's title to the Premises which in the reasonable opinion of Tenant has or may have an adverse effect on Tenant's use or possession of the Premises.

d) Landlord agrees to execute such further documents and provide such further assurances as may be reasonably requested by Tenant to effect any release or cure referred to in this paragraph, to evidence the full intention of the parties, and to assure Tenant's use, possession and quiet enjoyment of the Premises under the Lease as amended hereby.

4. Notices. Tenant's notice address as stated in Section 8 of the Lease is amended as follows:

TENANT'S PRIMARY CONTACT

STC Five LLC  
c/o Crown Castle USA Inc.  
E. Blake Hawk, General Counsel  
Attn: Legal Department – Real Estate  
2000 Corporate Drive  
Canonsburg, PA 15317

5. Remainder of Lease Unaffected. In all other respects, the remainder of the Lease shall remain in full force and effect. Any portion of the Lease that is inconsistent with this First Amendment is hereby amended to be consistent.

[Signature pages follow]

Landlord and Tenant have caused this First Amendment to be duly executed on the day and year first written above.

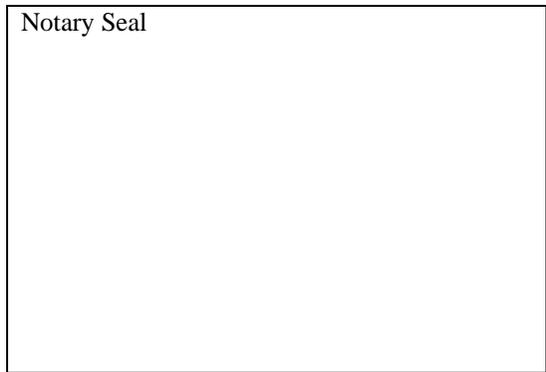
**LANDLORD:**  
THE CITY OF CEDAR HILL, TEXAS, a  
Texas municipal corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_ 2012, before me, the subscriber, a Notary Public in and for said State and County, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of THE CITY OF CEDAR HILL, TEXAS, known or identified to me to be the person whose name is subscribed to the foregoing First Amendment to Tower Site Lease Agreement, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

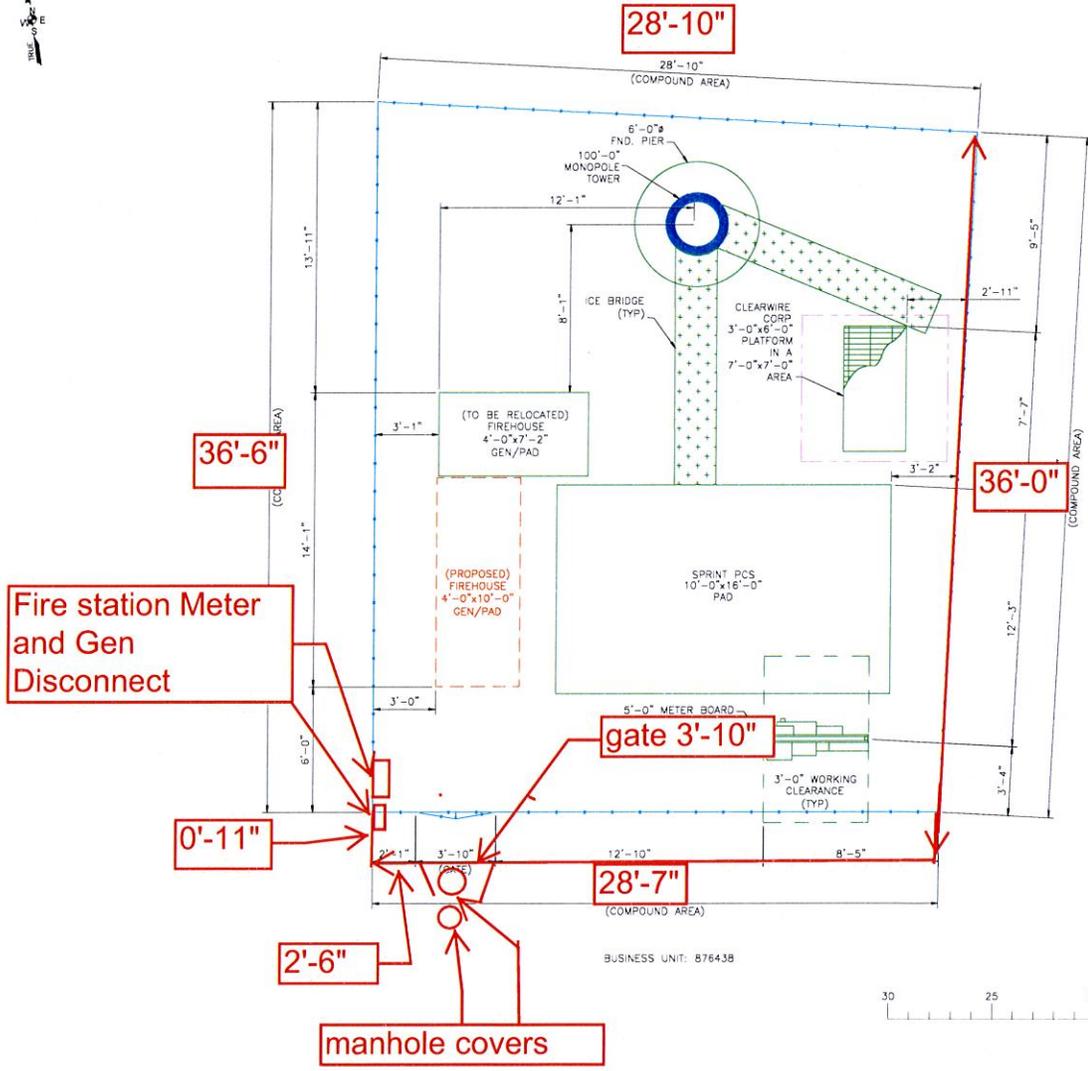


\_\_\_\_\_  
(Signature of Notary)  
My Commission Expires: \_\_\_\_\_

[Tenant Execution Page Follows]



**EXHIBIT “A”  
(Site Plan)**



28'-10"

36'-6"

36'-0"

gate 3'-10"

28'-7"

0'-11"

2'-6"

manhole covers



BUSINESS UNIT: 876438