

**THIRD AMENDMENT TO  
TOWER ATTACHMENT LEASE AGREEMENT  
AT&T CELL SITE NUMBER DX2086, CELL SITE NAME BURLESON**

WHEREAS, the City of Burleson ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Tenant"), successor in right to Southwestern Bell Wireless, Inc., entered into a lease agreement entered into on June 12, 1997, amended on October 10, 2002, and amended on September 25, 2017 ("Lease") granting Tenant certain rights to place Antenna Facilities on Landlord's Property; and

WHEREAS, changes in the Landlord's water system call for the removal of all City water infrastructure and equipment on Landlord's Property said infrastructure and equipment to include the Tower on which Tenant's Antennae Facilities are located; and

WHEREAS, the Landlord and Tenant agree to the relocation of the Antenna Facilities; and

WHEREAS, Landlord constructed a 130' tall monopole on the Property to accommodate the placement of Antenna Facilities for the benefit of its citizenry, and Landlord has provided electrical power to the monopole; and

WHEREAS, Tenant desires additional space on the monopole; and

WHEREAS, Landlord desires give Tenant additional space on the monopole, but Landlord would like to have the option of adding another rung to the monopole for public safety purposes; and

WHEREAS, Landlord has priced the cost of adding an additional rung to the monopole at \$90,000; and

WHEREAS, Tenant, in consideration of receiving additional space on the monopole, desires to offset the cost of adding the additional rung;

NOW, THEREFORE, Landlord and Tenant amend the Lease by this Amendment as follows:

1. The Property description in the Lease is replaced with Exhibit A of this Amendment.
2. After the expiration of one hundred and eighty (180) days from the date Landlord notifies Tenant of site readiness, Landlord may demolish and/or remove equipment and appurtenances from Landlord's property in accordance with Exhibit D.
3. Tenant shall:
  - a. Install Tenant's Antenna Facilities on the monopole tower at Tenant's sole cost and expense at the height reserved for Tenant as shown on Exhibit C.
  - b. Install Tenant's equipment and appurtenances (equipment, buildings, etc.) in accordance with the layout shown in Exhibit B.

- c. Perform all antenna, equipment and appurtenance installation at its sole cost and expense.
- d. Coordinate Tenant's installations with the City's Project Manager prior to installation to ensure all installations are performed in accordance with Exhibits B and C. The City's Project Manager is:

Heather Houseman, P.E.  
Civil Engineer/Real Property Coordinator  
City of Burleson  
141 W Renfro St  
Burleson, TX 76028  
817-426-9183  
[hhouseman@burlesontx.com](mailto:hhouseman@burlesontx.com)

- e. Within one hundred and twenty (120) days from the date Landlord notifies Tenant of site readiness shall:
  - i. Complete installation of Tenant's Antenna Facilities, equipment, and appurtenances; and
  - ii. Remove all of Tenant's antennae, equipment, and appurtenances (placed on the water tank or related to the current location) from Landlord's property in accordance with Exhibit D.
- f. Tenant shall hold Landlord harmless and indemnify Landlord from any loss or damage to Tenant's antenna, equipment or appurtenances that remain on the Landlord's property one hundred and twenty (120) days after the Landlord notifies Tenant of site readiness.
- g. Within ninety (90) days from the Effective Date of this Amendment Tenant shall pay to Landlord the lump sum of Forty-Five Thousand Dollars (\$45,000.00). The payment of this sum shall not require Landlord to construct an additional rung to the monopole.

4. Landlord and Tenant further agree:

- a. The term of the Agreement is revised to provide that the Agreement has a new initial term of five (5) years (the "New Initial Term") from the Effective Date of this Amendment and will thereafter automatically renew for up to three (3) additional five (5) year periods (each additional five (5) year term shall be defined as an "Extension Term"), upon the same terms and conditions set forth in the Agreement unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the New Initial Term or the then-existing Extension Term. As of the Effective Date of this Amendment, all remaining renewal terms in the Agreement, except as set forth in this Amendment, shall be void and of no further force or effect.

- b. Section 3.5 of the Agreement is deleted in its entirety and replaced as follows: "The Rent shall be increased annually effective as of each anniversary of the Effective Date of this Amendment as follows: Commencing on the first anniversary of the Effective Date of this Amendment, and each year thereafter, including throughout the Extension Terms, the yearly Rent will increase by three percent (3%) over the Rent paid during the previous year, and shall begin at \$45,000."
- c. All references in the Lease to exhibits shall be to the new Exhibits attached to this Amendment once the Antenna Facilities are relocated.
- d. The recitals found at the beginning of this Amendment and the attachments hereto are an Integral part of this Amendment and are deemed incorporated by reference herein for all purposes.
- e. Nothing contained in this Amendment or in the Lease shall be construed as a waiver of the Landlord's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to Landlord by law, except to the extent expressly provided or necessarily implied herein.
- f. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Amendment, the terms and conditions of this Amendment will govern and control.

*[Remainder of page intentionally left blank. Signature pages to follow.]*

This Amendment was approved by the City Council of the City of Burleson during its meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The Parties hereby enter into this Amendment this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ (the "Effective Date").

LANDLORD:

City of Burleson, Texas

By: \_\_\_\_\_  
Bryan Langley, City Manager

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

TENANT:

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation, its Manager, by and through its duly authorized representative

By:   
Signature

Leigh Ann Dodson  
Area Manager - RE&C  
NTX Network Ops

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

Date: July 27, 2022