

**SECOND AMENDMENT TO
TOWER ATTACHMENT LEASE AGREEMENT
T-MOBILE SITE ID DA02644A**

WHEREAS, the City of Burleson ("Landlord") and T-Mobile West LLC ("Tenant"), successor in interest to T-Mobile Texas, LP, entered into a lease agreement entered into on December 26, 2006 and amended on September 15, 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 Effective Date, 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

- e. Within sixty (60) days from the Effective Date of this Amendment Tenant 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 sixty (60) days after the Effective Date.

4. Landlord and Tenant further agree:

- a. The term of the Lease is revised to extend it five (5) years from the Effective Date of this Amendment by the Parties and may be renewed by Tenant for up to three (3) additional five (5) year terms.
- b. The rent shall continue to increase upon each anniversary of the original Commencement Date as stated in the Lease. The beginning rent shall start at \$46,441.43 in the first year of this amendment.
- 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.

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:

T-Mobile West LLC

By:  _____
Signature **Harlan Kickhoefer**
Printed Name: **Sr. Director, Network Eng and Ops**

Date: 8/16/22

TMO
Legal
Digitally
signed by
TMO Legal
Date:
2022.08.08
16:57:49
-04'00'



TMO Signatory Level : L06

Exhibit A

Owned Premise/Lease Area: Lot 1, Block 1, Brushy Mound Addition
Outlined in Red

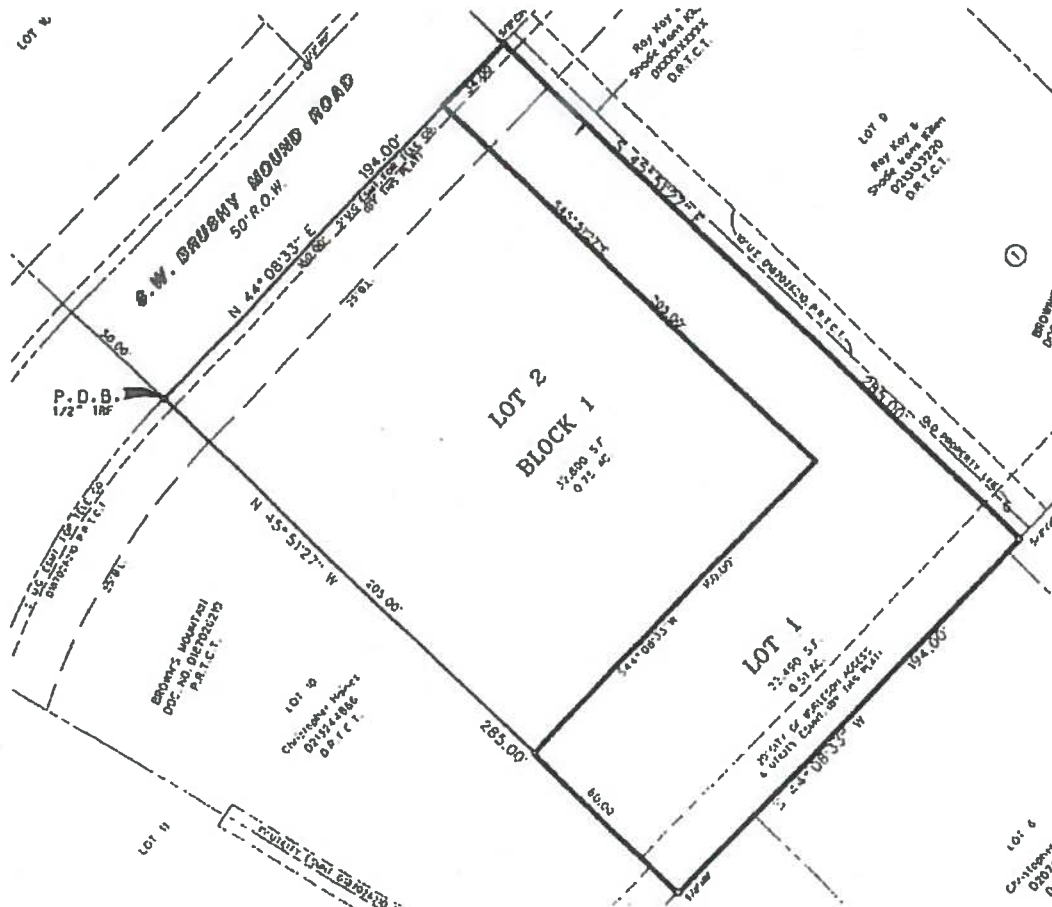
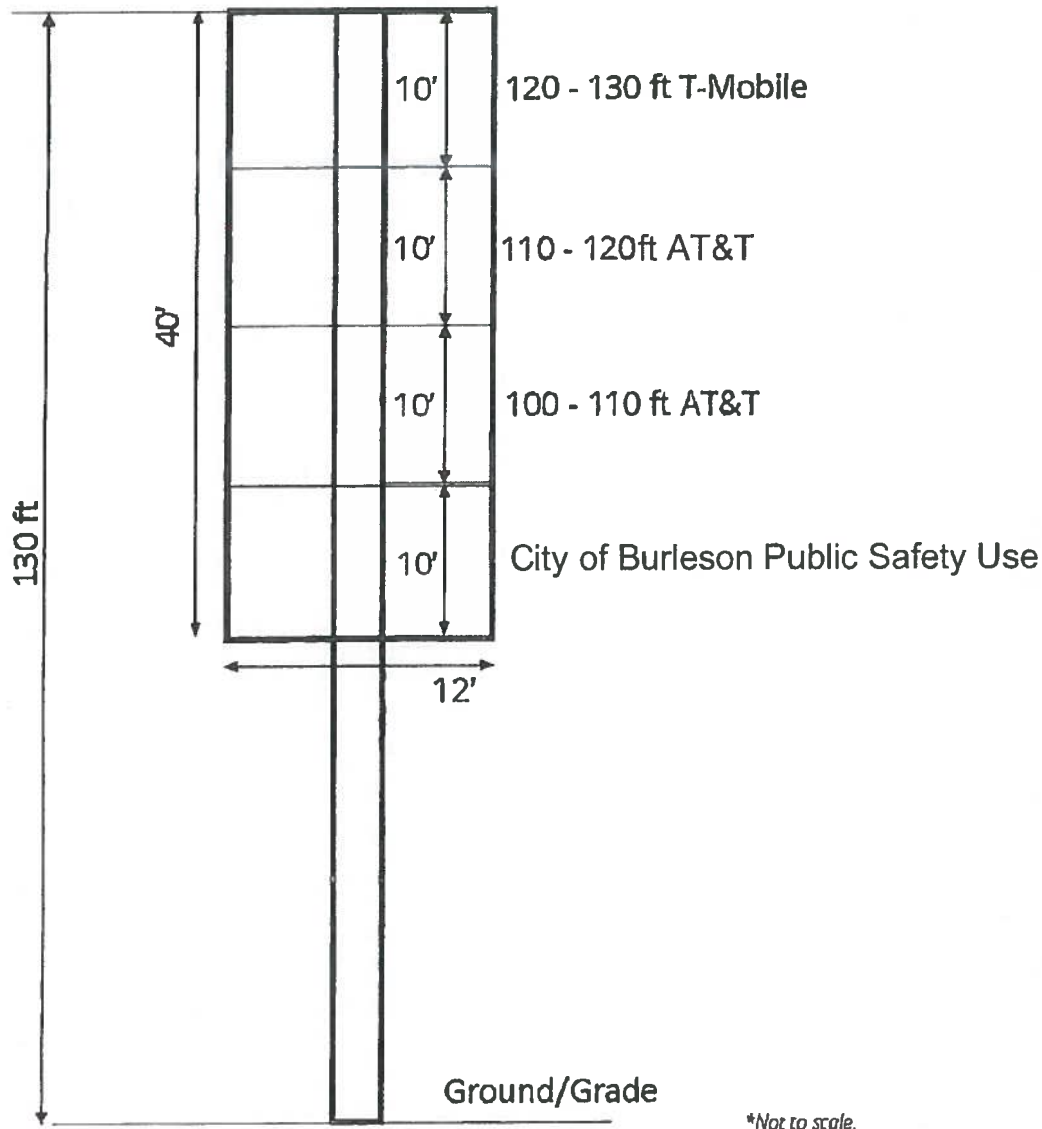


Exhibit C



**Not to scale.*

Exhibit D



X= Equipment to be removed by Landlord (3 buildings, 2 ground storage tanks, 1 elevated storage tank on which Tenant's antennae are currently located
Yellow Box: Equipment to be removed by Tenant (antennae from elevated storage tank, adjacent equipment & appurtenances located on the Property.