

**PUBLIC NOTICE OF THE MEETING OF THE  
OWASSO CITY COUNCIL, OPWA & OPGA**

Council Chambers, Old Central Building  
109 N Birch, Owasso, OK 74055  
Regular Meeting  
Tuesday, February 9, 2016 - 6:00 pm

**RECEIVED**  
FEB 05 2016  
City Clerk's Office  
*[Signature]*

1. **Call to Order**  
Mayor/Chair Jeri Moberly
  
2. **Discussion relating to Community Development items**  
Bronce Stephenson
  - A. Planned Unit Development – PUD-16-01, Somerset (proposed residential development located on the north side of E 96th ST N approximately ½ mile west of N 145th E Ave)
  - B. Final Plat – Tyann VII
  - C. Vehicle Purchase (dedicated CNG pick-up truck)
  
3. **Discussion relating to Support Services**  
Larry White
  - A. Vehicle Purchase (dedicated CNG Cargo Van and CNG pick-up truck)
  - B. Proposed Amendment to the Lease Agreement with GTP Acquisition Partners II, LLC, (Communications Tower north of Ram Water Tank)
  
4. **Discussion of Council/Chair Leadership Elections Process**  
Mayor/Chair Moberly
  
5. **Discussion relating to City Manager items**  
Warren Lehr
  - Annual Tulsa Regional Chamber Washington D.C. Fly-In (April 2016)
  - Monthly sales tax report
  - City Manager report
  
6. **City Council/Trustee comments and inquiries**
  
7. **Adjournment**

Notice of Public Meeting filed in the office of the City Clerk and the Agenda posted at City Hall bulletin board at 6:00 pm on Friday, February 5, 2016.

*Sherry Bishop*  
\_\_\_\_\_  
Sherry Bishop, City Clerk



**TO:** The Honorable Mayor and City Council  
City of Owasso

**FROM:** Karl A. Fritschen AICP, RLA  
Chief Urban and Long Range Planner

**SUBJECT:** Planned Unit Development, PUD-16-01 (OZ-16-01) – Somerset

**DATE:** February 5, 2016

**BACKGROUND:**

The City of Owasso received a Planned Unit Development (PUD) application for review and approval of a development called Somerset. This development proposes a gated single family residential community that will allow a maximum of 49 dwelling units (46 shown) on 9.53 acres. The subject property is located on the north side of 96<sup>th</sup> St. N. approximately ½ mile west of 145<sup>th</sup> E. Ave. The applicant also submitted a concurrent rezoning request (OZ 16-01) with this PUD that would rezone the property from AG (Agriculture) and OM (Office Medium) to RS-3 (Residential Single Family), allowing for the development of single family homes. The PUD would essentially act as an overlay and govern the development of the property. The eastern portion of the property was annexed under Ordinance 1064, in December 2015.

**SURROUNDING ZONING:**

Direction	Zoning	Use	Land Use Plan	Jurisdiction
North	RE (Residential Estates)	Single Family Homes	Residential	Tulsa County
South	AG (Agriculture)	Church	Residential	City of Owasso
East	RE (Residential Estates)	Single Family Home	Residential	Tulsa County
West	RE (Residential Estates)	Single Family Homes	Residential	City of Owasso

**SUBJECT PROPERTY/PROJECT DATA:**

<b>Property Size</b>	9.53 acres
<b>Current Zoning</b>	AG and OM
<b>Proposed Use</b>	Single Family Homes
<b>Lots/Blocks</b>	46 Lots, 6 Blocks
<b>Land Use Plan</b>	Residential
<b>Number of Reserve Areas</b>	3
<b>Gross Dwelling Units/Acre</b>	5.2 DU/Acre
<b>Within PUD?</b>	Yes, PUD-16-01
<b>Within Overlay District?</b>	No

<b>Water Provider</b>	City of Owasso
<b>Applicable Paybacks</b>	Storm siren fee of \$35/acre; Elm Creek \$1580.00/Acre
<b>Streets (public or private)</b>	Private

**CONCEPT OF A PUD:**

The concept of a Planned Unit Development is to provide a creative alternative to conventional development where a particular tract is under common ownership or control and where a detailed development plan, outlining the development of the tract as a unit is proposed and submitted for public review. The use of a PUD technique is a way to amend a zoning ordinance in accordance with a complete and coordinated plan of development for a larger parcel, rather than piecemeal individual changes using the variance process. Additionally, a PUD typically produces a higher quality product with better amenities, architecture, landscaping and buffering.

**ANALYSIS:**

Somerset is a unique single-family neighborhood that will be the first of its kind in Owasso following a national trend for new types of residential housing. Somerset proposes a maximum of 49 single-family lots (46 shown per plan) on a 9.53 acre tract of land yielding a gross density of 5.2 DU/Acre. The main access into the development will be taken from 96<sup>th</sup> Street North with the driveway aligned with the one serving Life Church across the street to the south.

The target residents are empty nesters or young professionals who desire a nicely sized home on small, low maintenance lots. The development will be gated with alley loaded garages, making for a clean attractive street front. Interspersed throughout the development are smaller parking areas that will service visitors and residents alike, which will help reduce the need to park along the internal streets.

Amenities will include a stocked fishing pond, which will also serve as a stormwater facility, walking trails, clubhouse with workout room and a common room/space. The project proposes (3) three reserve areas, A, B and C. Reserve areas A and B will contain the stormwater pond, amenities and clubhouse, while reserve area C will contain perimeter fencing and landscaping and an entry feature. A 6-foot masonry fence will be built along the front of the property, with the remaining sides to have a 6-foot wood fence with steel post supports. All reserve areas, along with the internal streets, will be maintained by a private HOA.

The eastern portion of the property was annexed into the City Limits under ordinance number 1064 and assigned a zoning of AG, while the remaining portion is zoned OM and was inside the city limits. Along with the PUD request, the applicant has submitted a petition for underlying zoning of RS-3. The PUD will act as an overlay and the property shall be bound to its requirements.

If the PUD is approved, the applicant will provide final development plans for administrative review and approval by City staff. These plans included all the civil engineering drawings, landscape plans, drainage plans, utility plans, etc. PUD applications presented to the Planning Commission are for approval of the uses, the overall plan as it relates to the immediate area, and the concept for the development. The City of Owasso will provide sanitary sewer, water, and EMS service to the proposed development. The subject property falls within the Elm Creek Sanitary Sewer payback area, which is \$1580.00 per acre.

City staff published legal notices of the PUD request in the Owasso Reporter and mailed notices to property owners within a 300' radius of the subject property.

**COMPREHENSIVE PLAN CONSISTENCY:**

The Owasso 2030 Land Use Master Plan (Plan) identifies the subject property and its surroundings as having residential uses, making the proposal consistent with the Plan.

**HARMONY WITH THE EXISTING AND EXPECTED DEVELOPMENT:**

This proposal appears to be consistent with the current and expected development of the area. A church lies both to the south and west of the property, an underdeveloped tract lies to the north, and a large estate size home to the east. Further west, about ½ mile, lies a major shopping center and access to US-169. Overall, the surrounding area is becoming more urban in character.

**PLANNING ISSUES:**

Future planning issues must still be considered if the PUD is approved. If approved, the applicant will be required to adhere to all City of Owasso subdivision regulations and engineering requirements.

According to the Owasso Zoning Code, the Planning Commission shall hold a public hearing on any PUD application and determine the following:

1. Whether the PUD is consistent with the Comprehensive Plan.
2. Whether the PUD is in harmony with the existing and expected development of surrounding areas.
3. Whether the PUD is a unified treatment of the development possibilities of the project site.
4. Whether the PUD is consistent with the stated purpose and standards of the PUD ordinance.
  - a. To permit innovative land development while maintaining appropriate limitation on the character and intensity of use assuring compatibility with adjoining and proximate properties;
  - b. To permit flexibility within the development to best utilize the unique physical features of the particular site;
  - c. To provide and preserve meaningful open space; and
  - d. To achieve a continuity of function and design within the development.

**PLANNING COMMISSION**

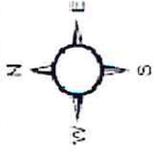
The Planning Commission will review this item at their regular meeting of February 8, 2016

**ATTACHMENTS:**

- A. Area Map
- B. Aerial Map
- C. Zoning Map
- D. Land Use Plan Map
- E. Somerset Outlined Development Plan
- F. Conceptual Site Plan



**OPUD 16-01/OZ 16-01**

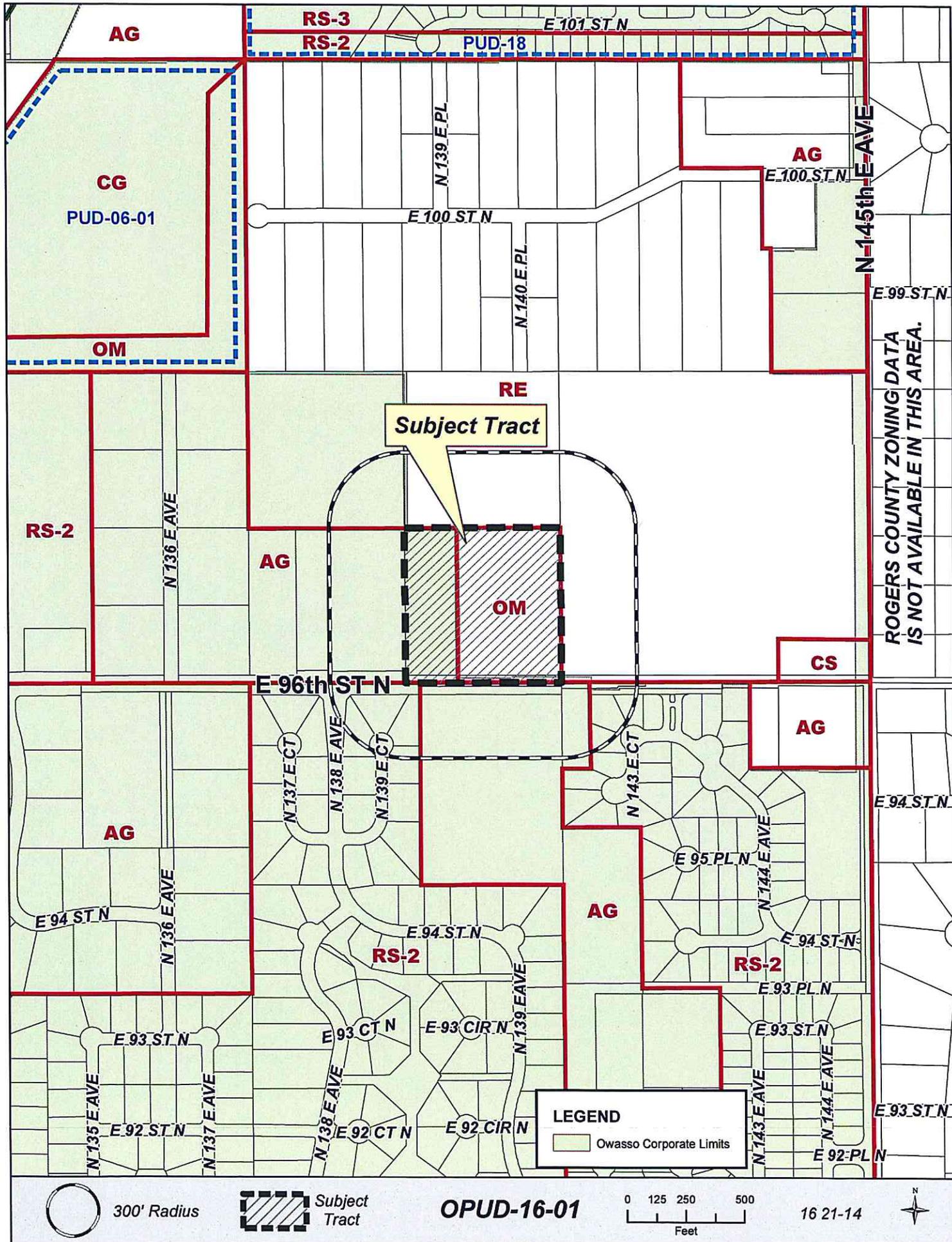


**01/13/2016**

**Somerset**

**1" = 752 ft**

This map represents a visual display of related geographic information. Data provided hereon is not a guarantee of actual field conditions. To be sure of complete accuracy, please contact Owasso staff for the most up-to-date information.



AG

RS-3

E 101 ST N

RS-2

PUD-18

CG

PUD-06-01

AG

E 100 ST N

E 100 ST N

N 139 E PL

N 140 E PL

N 145th E AVE

E 99 ST N

OM

RE

Subject Tract

RS-2

N 136 E AVE

AG

OM

E 96th ST N

CS

AG

AG

N 137 E CT

N 138 E AVE

N 139 E CT

N 143 E CT

E 95 PL N

N 144 E AVE

E 94 ST N

E 94 ST N

N 136 E AVE

E 94 ST N

AG

RS-2

E 93 PL N

RS-2

E 93 ST N

E 93 CT N

E 93 CIR N

E 93 ST N

E 94 ST N

N 135 E AVE

E 92 ST N

N 137 E AVE

N 138 E AVE

E 92 CT N

E 92 CIR N

N 139 E AVE

N 143 E AVE

N 144 E AVE

E 92 PL N

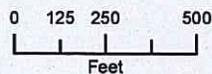
LEGEND

Owasso Corporate Limits



Subject Tract

OPUD-16-01



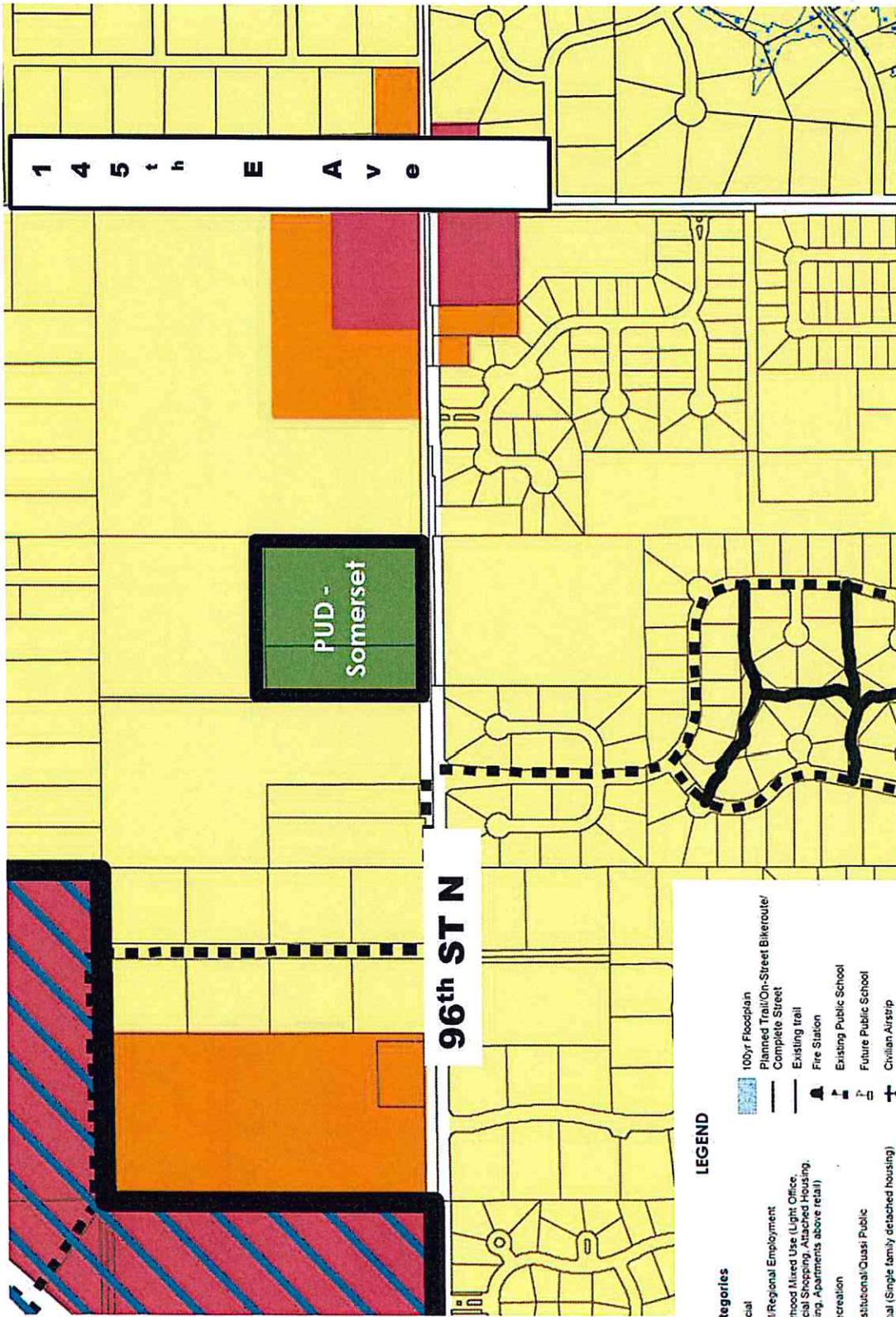
16 21-14



ROGERS COUNTY ZONING DATA IS NOT AVAILABLE IN THIS AREA.



300' Radius



**Land Use Categories**

- Commercial
- Industrial/Regional Employment
- Neighborhood Mixed Use (Light Office, Commercial Shopping, Attached Housing, SF Housing, Apartments above retail)
- Parks/Recreation
- Public/Institutional/Quasi Public
- Residential (Single family detached housing)
- Transitional (Attached housing, duplexes, offices)
- US-169 Overlay District
- \*Glenn-Muir Addition Special District
- \*\*Downtown Development District

**LEGEND**

- 100yr Floodplain
- Planned Trail/On-Street Bikeroute/Complete Street
- Existing Trail
- Fire Station
- Existing Public School
- Future Public School
- Civilian Airstrip
- Future Park and Ride/Transit Stop
- Hospital
- Public Park
- Golf Course
- Cemetery

PUD 16-01

# *Somerset*

Owasso, Oklahoma



Tulsa Engineering & Planning Associates

9820 East 41<sup>st</sup> Street, St. 102

Tulsa, Oklahoma 74146

918.252.9621 Fax 918.250.4566

1/08/2016

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## **I. Development Concept**

Somerset is a proposed 9.56 acre single-family residential development located approximately 1/4 mile west of the intersection of East 96<sup>th</sup> Street North and South 145<sup>th</sup> East Ave., on the north side of East 96<sup>th</sup> Street North. The tract has 661 feet of frontage along East 96<sup>th</sup> Street North.

The property is abutted on the north and east by undeveloped Agriculture (AG) zoned land with one single-family residence located east of the project site, west of the property is Christ's Church of Owasso and south across East 96<sup>th</sup> Street North is Life Church and a small portion of Nottingham Estates IV subdivision . The eastern two thirds of the tract is presently zoned Office Medium (OM), with the western one third being zoned Agriculture (AG). Submitted concurrently with this PUD application is a zoning request to re-zone the entire tract to RS-3, Residential Single-Family.

Somerset will be a private/gated single-family residential community developed for empty nesters, young professionals and other residents that would enjoy the maintenance free lifestyle that Somerset will afford. Lot sizes at Somerset will range from 45'x105 to 55' x 105' and feature an "alley way" concept that will service the garages that are to be located at the back of the homes. This helps to create a very clean and aesthetically pleasing street view for the entire development. Interspersed throughout the site will be parking areas that will service visitors and residents alike and aid in keeping cars from being parked directly on the street, which will assist in maintaining the desired street scape.

There will be a number of amenities associated with Somerset, most of which will be located in the east central portion of the project site in Reserves 'A' and 'B'. Reserve 'A' will feature a stocked pond/stormwater detention facility that will be a focal point of the main active and passive recreation area at Somerset. There will also be a walking trail around the pond that will connect to the clubhouse proposed in Reserve 'B', located immediately south of Reserve 'A'. This clubhouse will be a community gathering place and feature a workout room and a "common area" room that will be a place for the residents to enjoy movies and games. There will be a landscaped entry into the Somerset development and a 6' masonry wall located along the East 96<sup>th</sup> Street frontage. The remaining perimeter boundary of the project site will have a 6' wood screening fence.

The primary point of access will be from East 96<sup>th</sup> Street North with a secondary point of access in the southwest corner of the project site that will have a crash gate providing only restricted access for emergency vehicles. This type of residential community thrives on the privacy and security that a gated subdivision offers.

Somerset homeowners will be part of a mandatory homeowner's association. Somerset homeowners will enjoy a community which will offer a number of amenities for use by residents and their guests. This residential community will cater to those who enjoy a lifestyle of maintenance free living.

**II. Statistical Summary**

Total Project Area	9.5330 acres (Gross) 9.2746 acres (Net)
Maximum Number of Dwelling Units	49
Project Density	5.2 DU/Acre (Gross)
Total Open Space Area	41,382 square feet 0.95 Acres (10.0%)

### III. Development Standards: Development Area A – Single-Family Residential

Permitted Uses:	Uses permitted by right in the RS-3 Zoning District.
Maximum Number of Dwelling Units:	49 DUs
Minimum Livability Space Per Dwelling Unit:	2,000 sq. ft.*
Minimum Lot Size	4,650 sq. ft.
Minimum Lot Width	45 feet
Minimum Front Yard	10 feet
Minimum Side Yard	5 ft./5 ft.
Minimum Side Yard abutting private street	7 feet**
Minimum Rear Yard	20 feet
Maximum Building Height	35 feet
Other Bulk and Area Requirements	As established in the RS-3 Zoning District

\* Livability Space is defined as open space not used for parking or drives. Livability Space per Dwelling Unit may also include open space and Reserve Areas not located on the specific lot.

\*\* Garage openings shall not be permitted to face the 7 foot building setback.

**IV. Development Standards: Reserve 'A' - Open Space**

Permitted Uses:

Passive and active open space, fishing pond, stormwater detention facilities.

**V. Development Standards: Reserve 'B' - Open Space**

Permitted Uses:

Clubhouse, passive and active open space.

**VI. Development Standards: Reserve 'C' - Open Space**

Permitted Uses:

Passive and active open space.

**VII. Landscaping and Open Space**

Except as modified herein, landscaping shall be provided in accordance with “Chapter 20 – Landscape Requirements” of the City of Owasso Zoning Ordinance.

**VIII. Homeowners’ Association**

The Somerset Homeowners’ Association, to be established, will have as its main objective, the maintenance of the private street system, clubhouse, fishing pond/stormwater detention facility, landscaped entryways, and reserve/open space areas. Membership in the Somerset Homeowners’ Association will be mandatory for all lot owners.

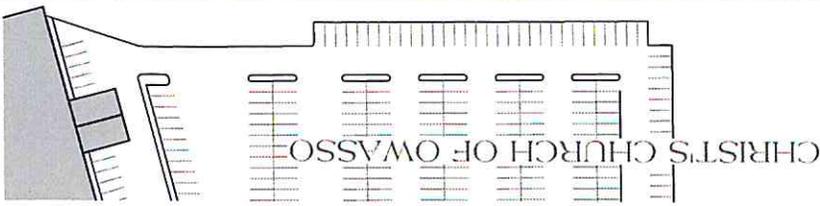
Final documents for the Somerset Homeowners’ Association will be included in the Deed of Dedication and Restrictive Covenants and will be on file in the Tulsa County Clerk’s office, along with the Final Plat, and will include the maintenance agreement and other specific rights and requirements for association members.

**IX. Site Plan Review**

For the purpose of the site plan review requirements, the approved final plat shall constitute the required detail site plan.

**X. Schedule of Development**

The initial development of Somerset is expected to commence in Spring 2016, after final approval of the PUD and the platting of the property.



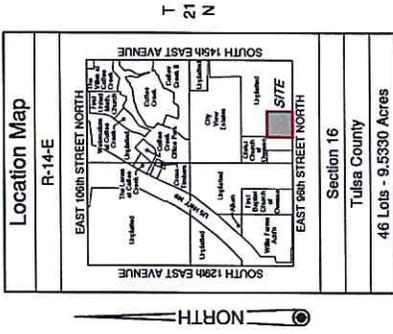
UNPLATTED



UNPLATTED



LIFE CHURCH



Not To Scale

Data Summary:	
Total Project Area	9.5330 Acres
Maximum Number of Allowable Single-Family Dwelling Units	48*
Project Density	5.2 DU/Acre
Minimum Open Space Area	41,362 SF
	0.95 Acres (10.0%)

\* 45 DUs as own on the Conceptual Site Plan.

Exhibit A

# Somerset

Conceptual Site Plan



The City Without Limits.

**TO:** The Honorable Mayor and City Council  
City of Owasso

**FROM:** Bronce L. Stephenson, Director of Community Development

**SUBJECT:** Final Plat – Tyann Plaza VII

**DATE:** February 5, 2016

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**BACKGROUND:**

The City of Owasso received an application for review and approval of a final plat for Tyann Plaza VII. The property is located along N Owasso Expressway on the east side of the road just north of the Buffalo Wild Wings.

**SURROUNDING ZONING:**

Direction	Zoning	Use	Land Use Plan	Jurisdiction
North	CS (Commercial)	Commercial	Commercial	City of Owasso
South	RS & RM – 1 (Residential Single Family & Multi-Family)	Residential	Residential	City of Owasso
East	CS (Commercial)	Commercial	Commercial	City of Owasso
West	N/A	Highway	N/A	City of Owasso

**SUBJECT PROPERTY/PROJECT DATA:**

<b>Property Size</b>	9.25
<b>Current Zoning</b>	CS (Commercial)
<b>Proposed Use</b>	Commercial Shopping
<b>Lots/Blocks</b>	3 Lots in 1 Block
<b>Number of Reserve Areas</b>	N/A
<b>Within PUD?</b>	N/A
<b>Within Overlay District?</b>	US-169
<b>Water Provider</b>	Owasso Water District
<b>Applicable Paybacks/Fees</b>	Storm siren fee of \$35/acre;
<b>Streets (public or private)</b>	Public Streets

**ANALYSIS:**

The preliminary plat for Tyann Plaza Phase VII proposes 3 lots in 1 block on a 9.25 acre tract. The property is zoned CS (Commercial Shopping). All of the proposed lots meet the bulk density requirements of the commercial shopping zoning district in the City of Owasso Zoning Ordinance. Perimeter and interior utility easements are shown on the final plat that allows utility companies adequate access to provide and maintain service to the lots within the proposed development. Any development that occurs on the subject property shall adhere to all subdivision, zoning, and engineering requirements including but not limited to paved streets, landscaping, and sidewalks. The City of Owasso will provide sanitary sewer and water service. Tyann Plaza Phase VII will also be provided with Owasso police, fire and EMS service.

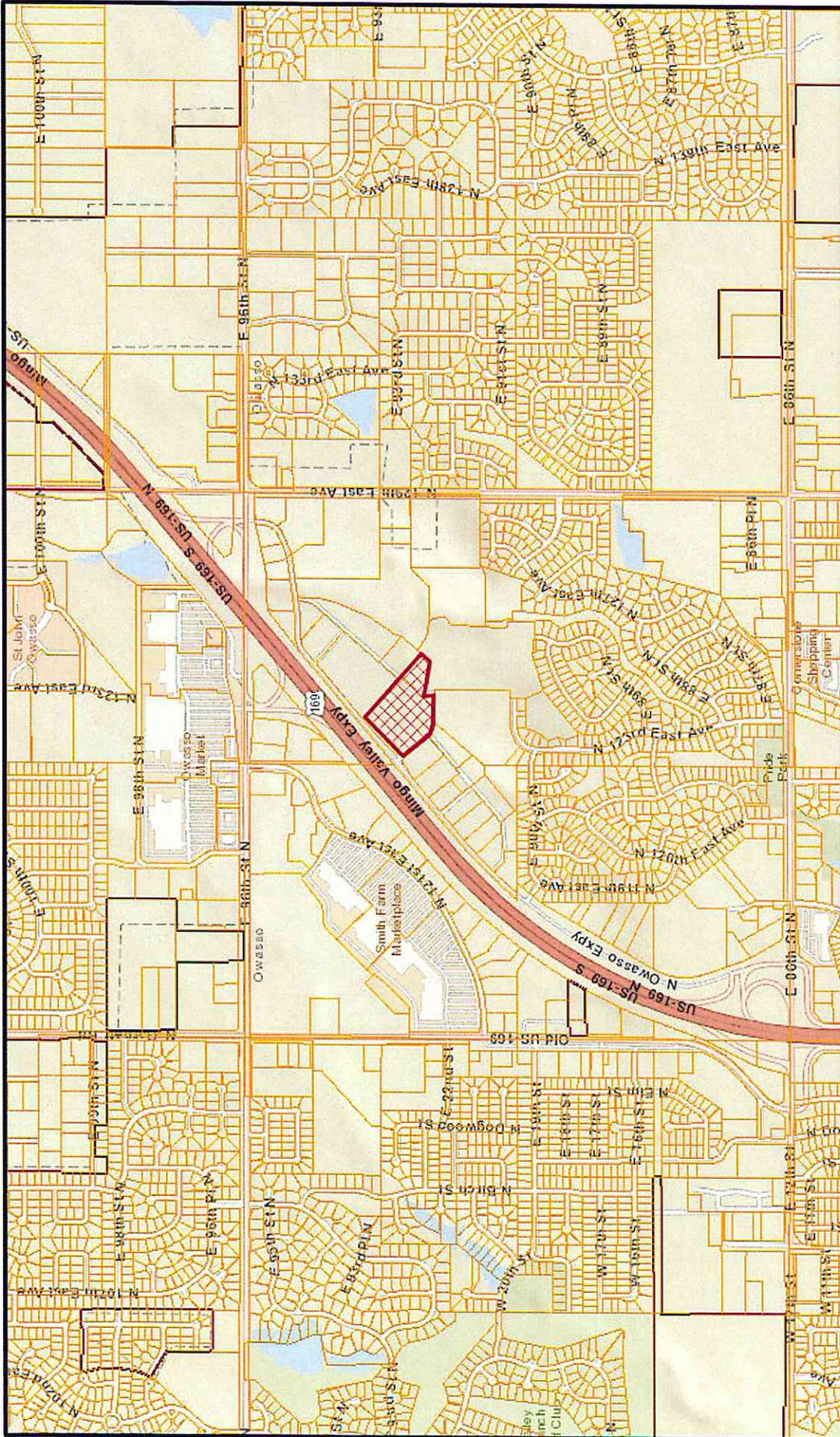
**PLANNING COMMISSION:**

This item is being taken to the regular meeting of the Planning Commission on February 8, 2016.

**ATTACHMENTS:**

- A. Area Map
- B. Aerial Map
- C. Preliminary Plat for Tyann Plaza Phase VII

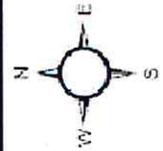
# Tyann Plaza VII



1" = 1,505 ft

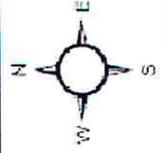
Final Plat

01/18/2016



This map represents a visual display of related geographic information. Data provided hereon is not a guarantee of actual field conditions. To be sure of complete accuracy, please contact Owasso staff for the most up-to-date information.

# Tyann Plaza VII



01/18/2016

Final Plat

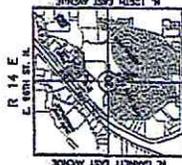
1" = 1,505 ft

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# FINAL PLAT TYANN PLAZA VII

A PART OF THE SOUTHWEST QUARTER (NE/4) OF SECTION 20  
TOWNSHIP 21 NORTH, RANGE 14 EAST  
AN ADDITION TO THE CITY OF OWASSO, TULSA COUNTY, OKLAHOMA

**3 LOTS IN 1 BLOCK**  
**9.26 ACRE TRACT**  
**ZONED: C3**



**LOCATION MAP**  
SCALE: 1"=2000'



**SITE MAP**  
N.T.S.

**OWNER / DEVELOPER:**  
TYANN DEVELOPMENT CO., INC.  
P.O. BOX 397  
OWASSO, OK 74055  
(918) 274-0817

**SURVEYOR:**  
D. GOSS & ASSOCIATES, LLC  
P.O. BOX 216  
COLLINSVILLE, OK 74021  
(918) 371-7750  
Certificate of Authorization No. 3832  
Renewed Date: June 30, 2016

**ENGINEER:**  
KELLOGG ENGINEERING, INC.  
8755 SOUTH 4060 ROAD  
TALALA, OKLAHOMA 74080  
Certificate of Authorization No. 2789  
Renewed Date: June 30, 2017

**COOD OF INDICATION**  
THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE PROPERTY IS IN ACCORDANCE WITH THE PLAT AND THE RECORDS OF THE PUBLIC RECORDS OF TULSA COUNTY, OKLAHOMA. THE SURVEYOR HAS FOUND THAT THE PROPERTY IS IN ACCORDANCE WITH THE PLAT AND THE RECORDS OF THE PUBLIC RECORDS OF TULSA COUNTY, OKLAHOMA. THE SURVEYOR HAS FOUND THAT THE PROPERTY IS IN ACCORDANCE WITH THE PLAT AND THE RECORDS OF THE PUBLIC RECORDS OF TULSA COUNTY, OKLAHOMA.

**CERTAIN RESTRICTIONS**  
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**CONVEYANCE OF TRACTS**  
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**CONVEYANCE OF BLOCK**  
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**CERTIFICATE OF FINAL PLAT APPROVAL**  
I, THE SURVEYOR, HEREBY CERTIFY THAT THE PLAT IS IN ACCORDANCE WITH THE RECORDS OF THE PUBLIC RECORDS OF TULSA COUNTY, OKLAHOMA. I, THE SURVEYOR, HEREBY CERTIFY THAT THE PLAT IS IN ACCORDANCE WITH THE RECORDS OF THE PUBLIC RECORDS OF TULSA COUNTY, OKLAHOMA. I, THE SURVEYOR, HEREBY CERTIFY THAT THE PLAT IS IN ACCORDANCE WITH THE RECORDS OF THE PUBLIC RECORDS OF TULSA COUNTY, OKLAHOMA.

**BENCHMARK**  
THE SURVEYOR HAS FOUND THAT THE PROPERTY IS IN ACCORDANCE WITH THE PLAT AND THE RECORDS OF THE PUBLIC RECORDS OF TULSA COUNTY, OKLAHOMA. THE SURVEYOR HAS FOUND THAT THE PROPERTY IS IN ACCORDANCE WITH THE PLAT AND THE RECORDS OF THE PUBLIC RECORDS OF TULSA COUNTY, OKLAHOMA. THE SURVEYOR HAS FOUND THAT THE PROPERTY IS IN ACCORDANCE WITH THE PLAT AND THE RECORDS OF THE PUBLIC RECORDS OF TULSA COUNTY, OKLAHOMA.

**RECORDS AND INSTRUMENTS FILED**  
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**FINAL PLAT**  
TYANN PLAZA VII  
December 10, 2016  
SHEET 1 OF 1



**TO:** The Honorable Mayor and City Council  
City of Owasso

**FROM:** Bronce L. Stephenson  
Director of Community Development

**SUBJECT:** Purchase of Community Development Department Truck

**DATE:** February 5, 2016

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**BACKGROUND:**

The Community Development Department has vehicles that are used daily for field personnel to perform inspections, visit work sites or provide Code Enforcement. Based on a recent assessment, a need for a replacement vehicle was put into the 2105/16 budget and approved by the City Council. The proposed vehicle will replace a 1999 Ford F-150 with 151,341 miles. The repair costs to keep this vehicle in everyday use have become excessive, and the lack of 4-wheel drive is an issue as these vehicles are used on unimproved construction sites and off the side of roads to remove illegal signs. The truck will primarily be used by the Code Enforcement Officer. The existing truck is proposed to be placed into a backup role where it can be used by field personnel or others within the City.

**VEHICLE DESCRIPTION:**

Staff proposes to purchase a new Ford F150 ½-ton, regular cab, four-wheel drive pickup equipped for dedicated CNG fuel, at Oklahoma State Contract pricing. It will be equipped with the basic package plus the addition of an 8-foot bed and the mounting of the CNG tanks under the body of the pickup. With the addition of the underbody tanks and minor modifications to accommodate four-wheel drive, there were minor additions to the state bid price. After purchase, the vehicle will be outfitted with City of Owasso badges and with appropriate emergency lighting to provide the driver with safety while working to remove illegals signs along City rights-of-way and along US-169.

**FUNDING:**

The FY 2015-2016 Community Development budget includes \$30,000.00 for the procurement of a new truck, but the use of CNG has added unforeseen costs to the truck. The additional funding will be transferred from within other accounts in the Community Development budget.

**PROPOSED ACTION:**

Staff will recommend the purchase of a new Ford F150 ½-ton, regular cab, four-wheel drive pickup equipped for dedicated CNG fuel, in the amount of \$35,120.00 from Bill Knight Ford of Tulsa, Oklahoma, according to state bid pricing.

**ATTACHMENT:**

Truck Quote from Bill Knight Ford of Tulsa, OK

=>

Dealer: F52305

2016 F-150

Page: 1 of 1

Order No: 0001 Priority: C1 Ord FIN: QS063 Order Type: 5B Price Level: 640

Ord PEP: 100A Cust/Flt Name: CITY OWASSO PO Number:

	RETAIL		RETAIL	
F1E	F150 4X4 R/C	\$31375	413 SKID PLATES	\$160
	141" WHEELBASE ← 8' Bed		50S CRUISE CONTROL	225
YZ	OXFORD WHITE		23 GAL TANK	
A	VINYL 40/20/40	NC	68G CNG/PROPANE PAC	315
G	GRAY INTERIOR		85A POWER EQUIP GRP	970
100A	EQUIP GRP		ELEX FUEL	
	.XL SERIES		SP DLR ACCT ADJ	
	.17"SILVER STEEL		SP FLT ACCT CR	
99F	5.0L V8 FFV ENG	1595	FUEL CHARGE	
446	ELEC 6-SPD AUTO		B4A NET INV FLT OPT	NC
	.265/70R-17 A/T		DEST AND DELIV	1195
XL3	3.31 ELEC LOCK	420	TOTAL BASE AND OPTIONS	36255
	6950# GVWR		TOTAL	36255
	FRT LICENSE BKT	NC	*THIS IS NOT AN INVOICE*	
	SELECTSHIFT			

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC05246

New ordered 2016 Ford F150 Regular Cab 4-wheel Drive (2 Doors)

\* 8' Bed. Includes Westport 1666E Dedicated CNG System

All tanks are installed underbody: (1) 12" x 45" tank mounted midship (where fuel tank was) & (2) 14" x 32" tanks mounted AFT- (where spare tire-wheel & cradle was removed). The spare tire & wheel will be shipped loose inside cab.

Lead Time: 12 weeks

Thank You  
Gregg Harringer

Remove Fuel Tank - Spare & \* Larger Bed 8' 3 tanks Mounted Underbody \$ 1460.00

Base FIC	\$ 31,207.00
4WD	\$ 1,609.00
ELEC Lock AXLE <sup>x13</sup>	\$ 376.00
SKID Plates 413	\$ 130.00
* Larger Bed 8'	\$ 338.00
3 tanks Mounted Underbody	\$ 1,460.00
<b>Total =</b>	<b>\$ 35,120.00</b>

BILL KNIGHT FORD  
FLEET AND COMMERCIAL CENTER  
9625 S. MEMORIAL DRIVE  
TULSA, OK 74133



**TO:** The Honorable Mayor and City Council  
City of Owasso

**FROM:** Larry White  
Support Services Director

**SUBJECT:** Purchase of Transit Cargo Van

**DATE:** February 5, 2016

---

**BACKGROUND:**

Support Services Department staff assessed its motor fleet two years ago to determine the safety and reliability of the vehicles assigned to the Department. Based upon this assessment, staff included funding in the FY 2014-2015 budget to replace the 1999 Dodge Ram 2500 ¾-ton pickup in Support Services. This truck is used to haul tools and materials to worksites for City building and equipment maintenance. It is also used to pick up and deliver supplies to various departments in the City.

This 1999 pickup has over 116,000 miles. The body and bed are beginning to deteriorate, and the repairs will be expensive. This truck is proposed to be declared surplus and put on eBay for auction.

**VEHICLE DESCRIPTION:**

Staff proposes to purchase a new Ford ¾-ton Transit Cargo Van, equipped for dedicated CNG fuel, through the Oklahoma State Bid process. This van will be equipped with the basic package. This type of vehicle will enable staff to keep a large supply of tools and materials in the van for quick access at worksites.

**FUNDING:**

The FY 2014-2015 Support Services budget included \$36,500.00 for the procurement of a new truck or van. Due to delays experienced in working with the state bid dealer at that time, the order could not be completed in FY 2014-2015. This funding was carried over to the FY 2015-2016 budget to enable the Support Services Department to complete the purchase of the Transit Cargo Van.

**PROPOSED ACTION:**

Staff will recommend the purchase of one (1) 2016 Ford ¾-ton Transit Cargo Van, equipped for dedicated CNG fuel, in the amount of \$33,285.00 from Bill Knight Ford in Tulsa, Oklahoma, per the Oklahoma State Bid award contract SW035.

**ATTACHMENT:**

Bill Knight Ford Quote

CNGP530

VEHICLE ORDER CONFIRMATION

01/08/16 13:46:52

Dealer: F52305

Page: 1 of 1

2016 TRANSIT NA

Order No: 0001 Priority: C5 Ord FIN: QS063 Order Type: 5B Price Level: 640  
Ord PEP: 101A Cust/Elt Name: ST OK PO Number:

	RETAIL		RETAIL
R1Z	TRAN 250 LR VAN \$31910	425	50 STATE EMISS NC
	130" WHEELBASE	60C	CRUISE CONTROL 325
YZ	OXFORD WHITE	98C	CNG/LPG PKG 315
V	VINYL		SP DLR ACCT ADJ.
K	PEWTER		SP FLT ACCT CR
101A	PREF EQUIP PKG		FUEL CHARGE
	.XL TRIM	B4A	NET INV FLT OPT NC
57B	.MANUAL A/C NC		DEST AND DELIV 1195
99M	3.7L TIVCT V6	TOTAL	BASE AND OPTIONS 33895
446	.6-SPD AUTO SST	TOTAL	33895
TC8	.235/65R16 BSW	*THIS IS NOT AN INVOICE*	
X73	3.73 REG X73 NC		
	JOB #1 ORDER		
17B	GLS FX PAS SIDE 150		
20B	9000# GVWR NC		
F1=	Help	F2=	Return to Order
F4=	Submit	F5=	Add to Library
		F3/F12=	Veh Ord Menu

S099 - PRESS F4 TO SUBMIT QC05246  
fmcdealr@bka96f04  
Jan 8, 2016 12:47:07 PM

*New ordered 2016 Ford Transit Low Roof Regular length  
Cargo Van. Includes Dodge Dedicated CNG System*

*R1Z Base Price \$ 33,285.00*

*THANK YOU.  
GREG HERZINK*

BILL KNIGHT FORD  
FLEET AND COMMERCIAL CENTER  
9625 S. MEMORIAL DRIVE  
TULSA, OK 74133



**TO:** The Honorable Mayor and City Council  
City of Owasso

**FROM:** Larry White  
Support Services Director

**SUBJECT:** Purchase of Support Services Department Pickup

**DATE:** February 5, 2016

---

**BACKGROUND:**

Support Services Department staff assessed its motor fleet last year to determine the safety and reliability of the vehicles assigned to the Department. Based upon this assessment, staff included funding in the FY 2015-2016 budget to replace the 1999 Dodge Ram 1500 ½-ton pickup in Support Services. This truck is used to haul tools and materials to worksites for City building and equipment maintenance. It is also used to pick up and deliver supplies to various departments in the City.

This 1999 pickup has over 158,000 miles. The interior has deteriorated due to age. This pickup is having repeated mechanical problems. This pickup is proposed to be declared surplus and put on eBay for auction.

**VEHICLE DESCRIPTION:**

Staff proposes to purchase a new Ford F150 ½-ton, regular cab, two-wheel drive pickup equipped for dedicated CNG fuel, at Oklahoma State Contract pricing. It will be equipped with the basic package plus the addition of an 8-foot bed and the mounting of the CNG tanks under the body of the pickup. This type of vehicle will enable staff to transport materials and supplies to building worksites.

**FUNDING:**

The FY 2015-2016 Support Services budget includes \$36,500.00 for the procurement of a new CNG pickup.

**PROPOSED ACTION:**

Staff will recommend the purchase of a new Ford F150 ½-ton, regular cab, two-wheel drive pickup equipped for dedicated CNG fuel, in the amount of \$32,933.00 from Bill Knight Ford of Tulsa, Oklahoma, according to state bid pricing.

**ATTACHMENT:**

Bill Knight Ford Quote

CNGP530

VEHICLE ORDER CONFIRMATION

01/21/16 13:00:20

⇒

2016 F-150

Dealer: F52305

Page: 1 of 1

Order No: 0001 Priority: C1 Ord FIN: QS063 Order Type: 5B Price Level: 640  
 Ord PEP: 100A Cust/Flt Name: CITY OWASSO PO Number:

	RETAIL		RETAIL
F1C F150 4X2 R/C	\$26730	50S CRUISE CONTROL	\$225
141" WHEELBASE		23 GAL TANK	
YZ OXFORD WHITE		68G CNG/PROPANE PAC	315
A VINYL 40/20/40	NC	85A POWER EQUIP GRP	970
G GRAY INTERIOR		FLEX FUEL	
100A EQUIP GRP		SP DLR ACCT ADJ	
.XL SERIES		SP FLT ACCT CR	
.17" SILVER STEEL		FUEL CHARGE	
99F 5.0L V8 FFV ENG	1595	B4A NET INV FLT OPT	NC
446 ELEC 6-SPD AUTO		DEST AND DELIV	1195
.245/70R-17 A/S		TOTAL BASE AND OPTIONS	31030
X27 3.31 REG AXLE	NC	TOTAL	31030
6750# GVWR		*THIS IS NOT AN INVOICE*	
FRT LICENSE BKT	NC		
SELECTSHIFT			

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC05246

fmdealr@bka96f11

Jan 21, 2016 12:00:37 PM

New "Revised" 2016 Ford F150 Reg/Cab 2-wheel Drive  
 w/ 8' Bed. Includes the WestPort 11666 CNG  
 System, all tanks mounted under-body.  
 (Dedicated System)

Base Price \$31,007.00

8' Bed 141" WB \$2160.00

Remove Spare & Cradle / Remove Fuel Tank / 3TANKS  
 Mounted underbody \$1460.00

TOTAL \$32,933.00

Thank You!

Gary Herring

BILL KNIGHT FORD  
 FLEET AND COMMERCIAL CENTER  
 9625 S. MEMORIAL DRIVE  
 TULSA, OK 74133



**TO:** The Honorable Mayor and City Council  
City of Owasso

**FROM:** Larry White  
Support Services Director

**SUBJECT:** Second Amendment to Lease Agreement for Radio Tower

**DATE:** February 5, 2016

---

**BACKGROUND:**

The City of Owasso ("Lessor") and Titan Towers, L.P. ("Lessee") entered into a Lease Agreement dated May 16, 2000, for the purpose of leasing a certain tract of land described in the lease's Exhibit "A" ("Site") to Lessee for use as a site for a communications tower ("Tower") with the stipulation that while the Lessor desired to use a portion of the Site for an existing water tower and access thereto, the principal use of the Site was to be for the Tower by Lessee and its tenants. Lessee was given the right to erect, construct, operate, and repair a communications tower and related communications buildings, equipment and facilities as might be necessary or convenient to their use of the Site. Except as to the location of the communications tower, Lessee had to secure the consent of the Lessor as to the location of additional buildings and other improvements to be located on the Site, which consent could not be unreasonably withheld by the Lessor. Under this Lease, the Lessor granted to Lessee an easement upon the lands owned by the Lessee adjacent and contiguous to the Site for the purpose of installing, maintaining, and repairing equipment attached to the Tower and related facilities. Said easement is described in Exhibit "B" to the lease.

The term of the lease began on May 16, 2000, and was for a primary term of twenty (20) years from such date. Lessee had the right to renew the lease for two (2) additional five (5) year periods of time, upon the same terms and conditions set forth in the original Lease. Lessee could terminate the lease at any time by giving thirty (30) days written notice to Lessor. Lessor could terminate lease if Lessee failed to comply with the conditions of the lease for a period of thirty (30) days after written notice was given to Lessee by Lessor specifying the default.

As consideration for the Lease, Lessee agreed to provide Lessor, at no charge, three (3) mounting spaces on the Tower at the levels agreed to by Lessor and Lessee, and sufficient space on the Site for Lessor's building to house its radios and related electronic equipment for such antennas as Lessor may require for its own internal communications requirements. Each party to the agreement was to install, at its own expense, an electric utility meter associated with the operation of its equipment and facilities. If Lessor required additional mounting space on the Tower, Lessee was to provide such additional space if available at a rental price to be charged to Lessor at the fair market value of the lease of such space. The lease included a stipulation that Lessor would not utilize any of the spaces it occupied on the Tower or adjoining structures to compete with Lessee in its tower communications business.

The First Amendment to the Lease Agreement dated June 18, 2002, replaced Exhibit "A" to the lease with a corrected Site description.

Global Tower, LLC, was the successor in interest to Titan Towers, L.P., as Lessee under this lease prior to November, 2005. The successor in interest then changed to Global Tower Partners as Lessee prior to April, 2010.

In an e-mail sent to the City Manager on November 2, 2012, Global Tower Partners requested to add three (3) additional renewal terms of five (5) years each to the lease. They offered the City of Owasso \$1,500.00 for the additional terms. On April 23, 2013, the City Manager declined the offer to extend the term of the lease past May 16, 2030. He stated he felt this offer did not provide sufficient consideration to the City of Owasso for the continuation of the lease.

On October 1, 2013, American Tower Corporation acquired the parent company of Global Tower Partners, and became the successor in interest as Lessee under the lease agreement.

On January 21, 2015, the Lyle Company, a partner of the American Tower Corporation, offered the City of Owasso \$30,000 as consideration for the extension of the term of the lease agreement for another 30 years. They also offered to pay the City of Owasso \$1,500 per month in rent with a 3% escalator each year if the City no longer used the three (3) mounting spaces it has reserved on the Tower. This offer resulted in the submission by American Tower Corporation of a Proposed Second Amendment to the Lease Agreement including related new exhibits.

**PROPOSED ACTION:**

Staff will recommend approval of the "Second Amendment to Lease Agreement" with GTP Acquisition Partners II, LLC, for the Radio Tower.

**ATTACHMENTS:**

Lease Agreement, dated May 16, 2000, with Exhibits "A" and "B"

First Amendment to Lease Agreement, dated June 18, 2002, with Revised Exhibit "A"

Second Amendment to Lease Agreement, with Exhibits "A" and "B"

Tulsa County Clerk - JOAN HASTINGS

Doc# 00058016 Pgs 11 6373/2285-2295

Receipt # 445063 06/06/00 14:06:12

Fee 28.00



M

LEASE AGREEMENT

6373 2285

THIS LEASE AGREEMENT is made and entered into on this the 16<sup>th</sup> day of May, 2000, by and between City of Owasso, whose address is 207 South Cedar, Owasso, Oklahoma 74055, hereinafter called "Lessor", and TITAN TOWERS, L.P., a Delaware limited partnership authorized to do business in the State of Texas, whose address is 1500 Industrial Blvd., Suite 300E, Abilene, Texas 79602, acting by and through its general partner, Titan Towers, L.L.C., a Delaware limited liability company, hereinafter called "Lessee".

WITNESSETH, THAT:

Lessor, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the covenants and agreements herein contained, does hereby lease, let and demise unto Lessee, and Lessee does hereby rent and lease from Lessor, that certain tract or parcel of land situated in Tulsa County, Oklahoma, as described on Exhibit "A", attached hereto and made a part hereof for all purposes (said land being hereinafter referred to as the "Site").

TO HAVE AND TO HOLD the Site unto Lessee and Lessee's successors, assigns and legal representatives, subject to the terms and provisions hereafter stated, for the term of years specified below.

1.



OK-5040-Y2a

USE

The Site is hereby leased to Lessee as a site for a communications tower (the "Tower"). Lessee shall have the right to erect, construct, operate, maintain, repair and replace on the Site a communications tower (guyed or otherwise) and related communications buildings, equipment and facilities; together with such other equipment and facilities as may be necessary or convenient to Lessee's use of the Site; provided that, except as to the location of the communications tower, Lessee shall secure the consent of Lessor as to the location of additional buildings and other improvements to be located on the Site, which consent shall not be unreasonably withheld by Lessor, it being the intention of both Lessor and Lessee that, while Lessor desires to use a portion of the surface of the Site for a presently existing water tower and access thereto, the principal use of the Site is the utilization of the Site and Tower by Lessee for itself and its tenants.

For the purpose of allowing Lessee the full use and enjoyment of the Site, Lessor does hereby further grant and convey unto Lessee, and Lessee's successors, assigns and legal representatives, an easement on, over, across, along and upon lands owned by Lessor adjacent and contiguous to the Site, for the purpose of installing, maintaining, repairing, replacing and removing supports and/or related down guys attached to the tower, and related facilities as

RT Whitten & Young  
PO Box 208  
Abilene TX 79604

6373 2286

Lessee may own and place on the Site. The description of such easement is attached hereto as Exhibit "B" and made a part hereof and a surveyor's plat is attached hereto reflecting the location of the Site and the easement.

Subject to the provisions of paragraph 12 hereof, any and all structures, improvements, equipment, facilities and other property of whatever kind installed by or for Lessee on the Leased Premises shall be and remain the property of Lessee, whether affixed to the realty or not, and Lessee shall have the right to remove the same at any time during the term hereof and within a reasonable period of time after the termination or expiration of this lease or any extensions or renewals thereof.

2.

### UTILITIES

The Site is metered for electric energy and power furnished by an electric utility serving the area. Lessee shall, at Lessee's sole cost and expense, and immediately upon execution of this lease, arrange to install or transfer an electric meter to the Site, to Lessee's name and account. Lessee agrees to pay any and all power bills and/or other obligations which it incurs in connection with the Site during the entire term of this lease and any renewal thereof, and agrees to hold the Lessor harmless from same.

3.

### COMPLIANCE WITH LAWS

Lessee agrees, at its expense, to conduct all operations on said Site in full compliance with all laws, ordinances, rules, regulations, orders or directives of any government authority, and shall not commit or allow to be committed any public or private nuisance thereon.

4.

### WARRANTY

Lessor warrants that Lessor owns fee simple title to the Site, and that the leasehold estate herein created is and shall be free and clear of all liens and other encumbrances. Lessor warrants that this agreement includes access to the Site as such access is represented by the easement described in Exhibit "B" attached hereto.

6373 2287..

5.

**TERM**

This lease shall commence on the 16<sup>th</sup> day of May, 2000 and continue for a primary term of twenty (20) years from such date, and Lessee shall have the right to renew the same for two (2) additional five (5) year periods of time, upon the same terms and conditions set forth herein.

6.

**RENTAL**

As consideration for this lease during the primary and any renewal terms, Lessee hereby agrees to provide to Lessor, at no charge, THREE (3) mounting spaces on the Tower at the level(s) agreed to and specified by both Lessor and Lessee, and sufficient space on the Site, for Lessor's building to house its radios and related electronic equipment for such antennas as Lessor may require for Lessor's own internal communications requirements. Lessor hereby agrees to install, at its own expense, an electric utility meter and to pay all utility expenses associated with the operation of Lessor's equipment.

Lessee hereby acknowledges that Lessor may, from time to time, replace any or all of its radios, antennas, and related equipment and that any such modifications will not alter this Agreement. In the event Lessor may require additional mounting space on the Tower, Lessee shall provide such additional space if such space is available on the Tower, at a rental to be charged to Lessor of the fair market value of the lease of such space. Lessor stipulates and agrees that it will not utilize any of the spaces it occupies on the Tower or on adjoining structures to compete with Lessee in its tower communications business.

7.

**TAXES**

Inasmuch as Lessor is the owner of such land, it being a municipal corporation, no ad valorem taxes should be charged for Lessee's utilization thereof.

8.

**TERMINATION**

(a) Lessee may terminate this lease at any time by giving thirty (30) days written notice to Lessor of its intention to do so.

6373 2288

(b) Lessor may terminate this lease if Lessee shall fail to comply with the material provisions or conditions of this lease, and if such default shall continue for a period of thirty (30) days after written notice given by Lessor to Lessee specifying such default.

9.

#### ASSIGNABILITY

Lessee shall have the right at any time and from time to time during the term of this lease to assign the same, subject to the prior written consent of Lessor, which consent shall not be unreasonably withheld by Lessor. Subsequent to the consent by Lessor, it shall look solely to Lessee's assignee for the satisfaction of Lessee's obligations hereunder, and Lessee shall be released from any further obligations under this lease.

10.

#### ACCEPTABLE ENCUMBRANCES

Notwithstanding the terms and provisions of Paragraph 4 hereof, this lease is made expressly subject to certain valid and existing easements, leases, rights-of-way, oil, gas and mineral rights, and restrictions which are presently of record.

11.

#### NON-DISTURBANCE AGREEMENTS

Upon Lessee's written request, Lessor shall obtain from any mortgagee holding a mortgage, deed of trust or other lien on the Site or access easement, to obtain a written agreement from such mortgagee that the rights of Lessee shall remain in full force and effect during the term of this lease or any renewal thereof, so long as Lessee shall continue to recognize and perform all of the material covenants and conditions of this lease.

12.

#### REMOVAL OF PROPERTY AND OTHER COVENANTS

Lessee shall have the right at any time during or within a reasonable period after the termination of this lease to dismantle and remove all property and improvements placed by Lessee on the Site or on the lands of Lessor adjacent and contiguous to the Site, regardless of the manner in which such property and improvements may be affixed thereto; provided, however, that said premises shall be restored to substantially their original condition insofar as it is reasonably practicable to do so, reasonable wear and tear excepted, or, at Lessor's option, it shall transfer such property to Lessor and leave the same in place as abandoned property, at no cost to Lessor. Lessee shall provide Lessor with six (6) months written notice of its intent to remove such property.

6373 2289

This lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns (where assignment is allowed) and legal representatives. This agreement shall be executed in duplicate counterparts, each of which shall be considered an original of this instrument, and both of which shall constitute one and the same instrument.

13.

**NOTICES**

All notices pertaining to this lease shall be considered as duly delivered when mailed to the addresses hereafter specified by registered, certified or regular mail, or by facsimile during regular business hours of the party addressed. Either party may from time to time designate a different address by written notice to the other party. The initial addresses and facsimile numbers to be utilized hereunder are as follows, to-wit:

Lessor: City of Owasso  
207 South Cedar  
Owasso, Oklahoma 74055  
Fax No. \_\_\_\_\_

Lessee: Titan Towers, L.P.  
1500 Industrial Blvd., Suite 304W  
Abilene, Texas 79602  
Attn: Operations Manager  
Fax No. (914) 692-7749

14.

**INDEMNIFICATION**

Lessee shall indemnify and hold harmless Lessor from and against any and all claims, suits, causes of action and damages of any kind or nature, arising from, or relating to the use of the Site by Lessee unless such claim or damage is the result of the act, omission or negligence of Lessor in which case Lessor shall indemnify and hold harmless Lessee against any and all claims, suits, causes of action and damages of any kind or nature. **IN NO EVENT WILL EITHER PARTY HERETO BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.**

6373 2290

15.

### ENVIRONMENTAL

The Lessor represents and warrants that the Site has not been used for the generation, storage, treatment or disposal of hazardous wastes. In addition, no hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks (collectively "Environmental Hazards") are located on or about the Site. For purposes of this lease, the term "hazardous substances" shall be defined in the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601, et. seq.) (CERCLA), and any regulations promulgated pursuant thereto. The term "hazardous wastes" shall be as defined in the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et. seq.) (RCRA), and any regulations promulgated pursuant thereto. The term "pollutants" shall be defined in the Clean Water Act (33 U.S.C. Section 1251, et. seq.), and any regulations promulgated pursuant thereto. Lessor agrees to indemnify and save harmless from and against any and all liabilities, penalties, fines, forfeitures, demands, damages, losses, claims, causes of action, suits, judgments and costs and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney's fees, reasonable consultant's fees and reasonable expert's fees), which Lessor may hereafter suffer, incur, be responsible for or disburse as a result of (A) any governmental action, order, directive, administrative proceeding or ruling; (B) personal or bodily injuries (including death) or damage (including loss of use) to any property (public or private); (C) cleanup, remediation, investigation or monitoring of any pollution of contamination of or adverse effects on human health or the environment; or (D) any violation or alleged violation of laws, statutes, ordinances, orders, rules or regulations of any governmental entity or agency directly or indirectly caused by or arising out of any Environmental Hazards existing on or about the Site except to the extent that any such existence is caused by Lessee's activities on the Site. This provision shall survive termination or expiration of this lease. In the event any Environmental Hazards are found at any time to be in existence on or about the Site other than those caused by Lessee's activities on the Site, Lessee shall have the right to terminate this lease and require Lessor to indemnify in writing concerning the damages for liabilities caused by the same.

16.

### FIRST RIGHT OF REFUSAL

Lessor hereby grants unto Lessee and its successors, assigns and legal representatives, a first right of refusal to purchase the fee simple title to the property covered by this Lease, based upon Lessor's desire to sell the property and a bona fide offer by a third party to purchase the same. The right herein conferred upon Lessee and its successors, assigns and legal representatives by this paragraph 16, shall be exercised by Lessee or its successor, assign or legal representative within a period of thirty days subsequent to written notification received by Lessee or its successor, assignee or legal representative and mailed by Lessor to Lessee or

6373 2291

its successor, assignee or legal representative by registered mail, postage prepaid, indicating Lessor's desire to sell the property and the details of such bona fide third-party offer therefor. Such right of refusal shall remain in force through the term of this lease and any renewal thereof.

17.

MISCELLANEOUS

(a) Lessor and Lessee represent and warrant to each other that no broker was involved in connection with this transaction, and each party agrees to indemnify and hold the other harmless from and against the claim of any broker made in connection with this lease.

(b) Attorney's Fees: Should it be necessary for any party to this lease to consult or employ an attorney to enforce any obligation hereunder, the prevailing party shall be awarded reasonable attorney's fees for the services so rendered as determined by the Court.

(c) This lease shall be construed and governed by the laws of the State of Oklahoma. The parties agree that venue for any action involving this lease may only be brought in an appropriate district court of Tulsa County, Oklahoma.

(d) This agreement may be amended only in writing, executed by both parties hereto or their permitted transferees.

(e) This lease, together with any exhibits attached hereto, shall constitute the entire agreement between the parties hereto. No party shall be bound by any communications between them on the subject matter of this lease unless the communication is in writing, bears a date contemporaneous with or subsequent to the date of this lease, and is agreed to by all parties hereto. Upon execution of this lease, all prior agreements or understandings between the parties regarding the subject matter hereof shall be null and void.

(f) In case any one or more of the provisions contained in this lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this lease shall be construed as if the invalid, illegal or unenforceable provision or provisions had never been contained herein.

(g) The headings of the paragraphs of this lease are for the guidance and convenience of reference only and shall not otherwise affect any of the terms or provisions hereof.

(h) Lessee shall install a grounding system for the Tower and related buildings in accordance with the relevant City of Owasso building code and Lessor's grounding specifications.

(i) Lessor shall have the right to install upon the Tower, at a mounting height to be determined, a microwave antenna and equipment to provide telephone for Lessor's system, for which Lessor shall be charged a rental equal to the fair market value of such use.

EXECUTED on this the 16<sup>th</sup> day of May, 2000.

Lessor:

CITY OF OWASSO, OKLAHOMA

By: *D.C. Williams*  
Its: Mayor

Lessee:

TITAN TOWERS, L.P., a Delaware limited partnership

By: Titan Towers, L.L.C., a Delaware limited liability company, its General Partner

By: *Warren D. Harkins*  
Warren D. Harkins, President

6373-2292

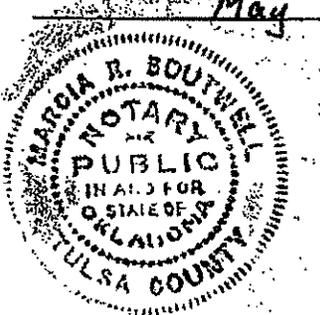
6373 2293

THE STATE OF OKLAHOMA §

COUNTY OF TULSA §

BEFORE ME, Marcia R. Boutwell, Notary Public, State of Oklahoma in and for said County and State, on this day personally appeared H.C. Williams, Mayor of the City of Owasso, Oklahoma, known to me or proved to me on the basis of satisfactory evidence to be the persons whose name is subscribed on the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16<sup>th</sup> day of May, 2000.



Marcia R. Boutwell  
Notary Public, State of Oklahoma



THE STATE OF TEXAS §

COUNTY OF TAYLOR §

BEFORE ME, JANE HATHFIELD, Notary Public, State of Texas in and for said County and State, on this day personally appeared Warren D. Harkins, President of Titan Towers, L.L.C., a Delaware limited liability company, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22<sup>nd</sup> day of MAY, 2000



Jane Hatfield  
Notary Public, State of Texas

**EXHIBIT "A"**

A tract of land in the Northwest Quarter of the Northeast Quarter (NW/4NE/4) of Section Twenty (20), Township Twenty-one (21) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows, to-wit:

COMMENCING at the Northwest corner of said NW/4 of the NE/4; THENCE S 89° 56' 56" E a distance of 21.60 feet; THENCE S 00° 46' 15" W a distance of 51.92 feet; THENCE S 84°44' 25" E a distance of 50.19 feet; THENCE S 00° 16' 59" W a distance of 286.11 feet; THENCE S 00° 19' 21" W a distance of 305.89 feet; THENCE S 89° 40' 39" E a distance of 95.00 feet to the Point of Beginning; THENCE continuing S 89° 40' 39" E a distance of 75.00 feet; THENCE S 00° 19' 21" W a distance of 75.00 feet; THENCE N 89° 40' 39" W a distance of 75.00 feet; THENCE N 00° 19' 21" E a distance of 75.00 feet to the POINT OF BEGINNING.

6373 2294

EXHIBIT "B"

ACCESS & UTILITY EASEMENT:

A tract of land in the Northwest Quarter of the Northeast Quarter (NW/4NE/4) of Section Twenty (20), Township Twenty-one (21) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows:

COMMENCING at the Northwest corner of said Northwest Quarter of the Northeast Quarter (NW/4 NE/4); Thence South  $89^{\circ} 56' 56''$  East, a distance of 21.60 feet; Thence South  $00^{\circ} 46' 15''$  West, a distance of 51.92 feet to the Point of Beginning; Thence South  $84^{\circ} 44' 25''$  East, a distance of 50.19 feet; Thence South  $00^{\circ} 16' 59''$  West, a distance of 286.11 feet; Thence South  $00^{\circ} 19' 21''$  West, a distance of 372.90 feet; Thence North  $62^{\circ} 00' 17''$  East, a distance of 107.91 feet; Thence South  $00^{\circ} 19' 21''$  West, a distance of 34.08 feet; Thence South  $62^{\circ} 00' 17''$  West, a distance of 164.71 feet; Thence North  $00^{\circ} 19' 21''$  East, a distance of 433.89 feet; Thence North  $00^{\circ} 16' 59''$  West, a distance of 290.46 feet to the Point of Beginning.

6373 2295.

FIRST AMENDMENT TO LEASE AGREEMENT  
BETWEEN  
CITY OF OWASSO, AS LESSOR  
AND  
TITAN TOWERS, LP, AS LESSEE

OK 0019  
OWASSO

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "Amendment") is made and entered into this 18th day of June, 2002, by and between City of Owasso (hereafter referred to as Lessor) and Titan Towers, L.P. (hereafter referred to as Lessee).

WITNESSETH:

WHEREAS, Lessee and Lessor entered into and executed that certain Lease Agreement, dated May 16, 2000, (the "Agreement"), whereby Lessee leased that certain tract or parcel of land, situated in Tulsa County, Oklahoma, (hereafter referred to as Leased Premises) as described in Exhibit "A" and attached to Agreement;

WHEREAS, on the 6<sup>th</sup> day of June, 2000, the Agreement was recorded in Book 6373, Page 2285, in the Office of the Tulsa County Clerk;

WHEREAS, Lessee and Lessor desire to amend and modify certain terms and conditions of the Agreement;

NOW, THEREFOR, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessee and Lessor, intending to be legally bound, do hereby covenant and agree as follows:

1. Exhibit "A" of the Agreement, Description of Lease Area, is hereby amended and replaced in its entirety by the Exhibit "A" attached hereto and made a part hereof for all purposes.
2. Agreement in Effect: Except as herein expressly modified and amended, the Agreement shall remain in full force and effect pursuant to each and every of its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment under seal as of the date and year first above written.

LESSOR:  
City of Owasso, Oklahoma

LESSEE:  
By: Titan Towers, LP  
By: Titan Towers, LLC.  
Its: General Partner

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: owasso \_\_\_\_\_  
tt, Vice President

Per Tom -  
Do this later.

mmom  
6/20/02

**ACKNOWLEDGMENTS**

**LESSOR:**

STATE OF OKLAHOMA §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me, the undersigned authority, on the \_\_\_\_\_ day of \_\_\_\_\_, 2002, by \_\_\_\_\_, for the purposes and considerations herein expressed.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**LESSEE**

STATE OF TEXAS §

COUNTY OF TAYLOR §

This instrument was acknowledged before me, the undersigned authority, on the \_\_\_\_\_ day of \_\_\_\_\_, 2002, by Thomas R. Modisett, Vice President of Titan Towers, L.P., a Delaware Limited Partnership, for the purposes and considerations herein expressed.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

TITAN TOWERS  
REVISED LEASE DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NE/4 OF SECTION 20, TOWNSHIP 21 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN IN TULSA COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NE/4; THENCE S 0°03'57"W ALONG THE WEST BOUNDARY OF SAID NE/4 A DISTANCE OF 667.07 FEET; THENCE S 89°56'03" E A DISTANCE OF 163.68 FEET TO THE POINT OF BEGINNING;

THENCE S84°44'25" E A DISTANCE OF 75.00 FEET TO A POINT ON THE WEST BOUNDARY OF THE RCB CENTER, AN ADDITION TO THE CITY OF OWASSO, OKLAHOMA; THENCE S0°19'21" W ALONG THE WEST BOUNDARY OF RCB CENTER A DISTANCE OF 75.28 FEET; THENCE N84°44'25"W A DISTANCE OF 81.48 FEET; THENCE N5°15'35"E A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING; CONTAINING 5,868 SQUARE FEET OR 0.1347 ACRES MORE OR LESS.

## THE SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Owasso**, an Oklahoma municipal corporation ("**Landlord**") and **GTP Acquisition Partners II, LLC**, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

### RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Lease Agreement dated May 16, 2000 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Thirty Thousand and 00/100 Dollars (\$30,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before September 25, 2015; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in this Amendment or in the Lease, the Parties agree that the Lease originally commenced on May 16, 2000. Tenant shall have the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). The first New Renewal Term shall commence simultaneously with the expiration of the Lease, taking into account all existing renewal term(s) (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**") available under the Lease. Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease not less than sixty (60) days prior to the expiration of the then current term and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the 60-day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the 60-day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof

(the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** The Parties hereby acknowledge and agree that the Tenant shall not pay the Landlord any monetary compensation for the Tenant's use of three (3) mounting spaces on the tower. In the event the Landlord vacates the three (3) mounting spaces, the Parties hereby acknowledge and agree that the Tenant shall pay to Landlord monthly rent. The Landlord shall submit written notification to Tenant evidencing the Landlord has vacated the three (3) mounting spaces. Commencing thirty days (30) after the Landlord notifies the Tenant the three (3) mounting spaces have been vacated, the rent payable from Tenant to Landlord under the lease shall be **one thousand five hundred dollars and 00/100 (\$1,500.00)** per month (the "**Rent**"). Commencing on each successive annual anniversary of the commencement date of the Lease, Rent due under the lease shall increase by an amount equal to three percent (3%) of the then current rent. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **City of Owasso**.
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Tenant hereby acknowledges and agrees that Tenant shall provide notice to Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
5. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined). If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as

modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

6. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; and (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.
7. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
8. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: City of Owasso, 111 N. Main Street, Owasso, OK 74055; To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
9. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of

the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

10. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
11. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
12. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant of a lien and security interest in Tenant's interest in this Lease, as amended, and all of Tenant's property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's mortgagee ("***Tenant's Mortgagee***") of its rights of foreclosure with respect to any lien or security interest. Provided that Tenant gives Landlord written notice of any such mortgagee, Landlord shall recognize Tenant's Mortgagee as "Tenant" hereunder in the event Tenant's Mortgagee exercises its right of foreclosure. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant or Tenant's Mortgagee.

[SIGNATURES FOLLOW ON NEXT PAGE]

**LANDLORD:**

**City of Owasso**  
**an Oklahoma municipal corporation**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[SIGNATURES CONTINUE ON NEXT PAGE]

**TENANT:**

**GTP Acquisition Partners II, LLC**  
**a Delaware limited liability company**

Signature: \_\_\_\_\_

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

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

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

---

Site No: 373724  
Site Name: Owasso

**EXHIBIT A**

*This Exhibit A may be replaced at Tenant's option as described below*

**PARENT PARCEL**

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

A PARCEL OF LAND LOCATED IN THE NE/4 OF SECTION 20, TOWNSHIP 21 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN IN TULSA COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NE/4; THENCE S 0°03'57" W, ALONG THE WEST BOUNDARY OF SAID NE/4 A DISTANCE OF 667.07 FEET; THENCE S 89°56'03" E A DISTANCE OF 163.68 FEET TO THE POINT OF BEGINNING; THENCE S 84°44'25" E A DISTANCE OF 75.00 FEET TO A POINT ON THE WEST BOUNDARY OF THE RCB CENTER, AN ADDITION TO THE CITY OF OWASSO, OKLAHOMA; THENCE S 0°19'21" W ALONG THE WEST BOUNDARY OF RCB CENTER A DISTANCE OF 75.28 FEET; THENCE N 84°44'25" W A DISTANCE OF 81.48 FEET; THENCE N 5°15'35" E A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING; CONTAINING 5,868 SQUARE FEET OR 0.1347 ACRES, MORE OR LESS.

**LEASED PREMISES**

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A TRACT OF LAND LOCATED WITHIN THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY (20), TOWNSHIP TWENTY-ONE (21) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER (NE/4); THENCE SOUTH 0°03'57" WEST, ALONG THE WEST BOUNDARY OF SAID NORTHEAST QUARTER (NE/4), A DISTANCE OF 667.07 FEET; THENCE S 89°56'03" E A DISTANCE OF 163.68 FEET; THENCE S 84°44'25" E A DISTANCE OF 75.00 FEET TO A POINT ON THE WEST BOUNDARY OF THE RCB CENTER, AN ADDITION TO THE CITY OF OWASSO, TULSA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE RECORDED PLAT NO. 5500; THENCE S 0°19'21" W ALONG THE WEST BOUNDARY OF SAID RCB CENTER A DISTANCE OF 64.82 FEET; THENCE DUE WEST A DISTANCE OF 3.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 80°27'00" WEST A DISTANCE OF 20.00; THENCE NORTH 9°33'00" WEST A DISTANCE OF 8.00 FEET; THENCE NORTH 80°27'00" EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH 9°33'00" EAST A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING. CONTAINING 160 SQ. FT.

EXHIBIT A (continued)

**ACCESS AND UTILITIES**

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

**COMMENCING** at the Northwest corner of said Northwest Quarter of the Northeast Quarter (NW/4 NE/4); Thence South 89° 56' 56" East, a distance of 21.60 feet; Thence South 00° 46' 15" West, a distance of 51.92 feet to the Point of Beginning; Thence South 84° 44' 25" East, a distance of 50.19 feet; Thence South 00° 16' 59" West, a distance of 286.11 feet; Thence South 00° 19' 21" West, a distance of 372.90 feet; Thence North 62° 00' 17" East, a distance of 107.91 feet; Thence South 00° 19' 21" West, a distance of 34.08 feet; Thence South 62° 00' 17" West, a distance of 164.71 feet; Thence North 00° 19' 21" East, a distance of 433.89 feet; Thence North 00° 16' 59" West, a distance of 290.46 feet to the Point of Beginning.

**EXHIBIT B**

**FORM OF MEMORANDUM OF LEASE**

Site No: 373724  
Site Name: Owasso

**Prepared by and Return to:**

American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management/Carmen A. Picillo, Esq.  
ATC Site No: 373724  
ATC Site Name: Owasso  
Assessor's Parcel No(s): 91420-14-20-01050

State of Oklahoma  
County of Tulsa

**MEMORANDUM OF LEASE**

This Memorandum of Lease (the "**Memorandum**") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ by and between City of Owasso ("**Landlord**") and GTP Acquisition Partners II, LLC, a Delaware limited liability company ("**Tenant**").

**NOTICE** is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Lease Agreement dated May 16, 2000 (as the same may have been amended, renewed, extended, restated, and/or modified from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be May 15, 2060. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
4. **Right of First Refusal.** There is a right of first refusal in the Lease.

Site No: 373724  
Site Name: Owasso

5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: City of Owasso, 111 N. Main Street, Owasso, OK 74055; To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day first above written.

**LANDLORD**

**2 WITNESSES**

**City of Owasso  
an Oklahoma municipal corporation**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

[SIGNATURES CONTINUE ON NEXT PAGE]

**TENANT**

**WITNESS**

**GTP Acquisition Partners II, LLC**  
a Delaware limited liability company

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

Commonwealth of Massachusetts

County of Middlesex

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

## EXHIBIT A

*This Exhibit A may be replaced at Tenant's option as described below*

### PARENT PARCEL

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

A PARCEL OF LAND LOCATED IN THE NE/4 OF SECTION 20, TOWNSHIP 21 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN IN TULSA COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NE/4; THENCE S 0°03'57" W, ALONG THE WEST BOUNDARY OF SAID NE/4 A DISTANCE OF 667.07 FEET; THENCE S 89°56'03" E A DISTANCE OF 163.68 FEET TO THE POINT OF BEGINNING; THENCE S 84°44'25" E A DISTANCE OF 75.00 FEET TO A POINT ON THE WEST BOUNDARY OF THE RCB CENTER, AN ADDITION TO THE CITY OF OWASSO, OKLAHOMA; THENCE S 0°19'21" W ALONG THE WEST BOUNDARY OF RCB CENTER A DISTANCE OF 75.28 FEET; THENCE N 84°44'25" W A DISTANCE OF 81.48 FEET; THENCE N 5°15'35" E A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING; CONTAINING 5,868 SQUARE FEET OR 0.1347 ACRES, MORE OR LESS.

### LEASED PREMISES

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A TRACT OF LAND LOCATED WITHIN THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY (20), TOWNSHIP TWENTY-ONE (21) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER (NE/4); THENCE SOUTH 0°03'57" WEST, ALONG THE WEST BOUNDARY OF SAID NORTHEAST QUARTER (NE/4), A DISTANCE OF 667.07 FEET; THENCE S 89°56'03" E A DISTANCE OF 163.68 FEET; THENCE S 84°44'25" E A DISTANCE OF 75.00 FEET TO A POINT ON THE WEST BOUNDARY OF THE RCB CENTER, AN ADDITION TO THE CITY OF OWASSO, TULSA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE RECORDED PLAT NO. 5500; THENCE S 0°19'21" W ALONG THE WEST BOUNDARY OF SAID RCB CENTER A DISTANCE OF 64.82 FEET; THENCE DUE WEST A DISTANCE OF 3.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 80°27'00" WEST A DISTANCE OF 20.00; THENCE NORTH 9°33'00" WEST A DISTANCE OF 8.00 FEET; THENCE NORTH 80°27'00" EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH 9°33'00" EAST A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING. CONTAINING 160 SQ. FT.

EXHIBIT A (continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

**COMMENCING** at the Northwest corner of said Northwest Quarter of the Northeast Quarter (NW/4 NE/4); Thence South 89° 56' 56" East, a distance of 21.60 feet; Thence South 00° 46' 15" West, a distance of 51.92 feet to the Point of Beginning; Thence South 84° 44' 25" East, a distance of 50.19 feet; Thence South 00° 16' 59" West, a distance of 286.11 feet; Thence South 00° 19' 21" West, a distance of 372.90 feet; Thence North 62° 00' 17" East, a distance of 107.91 feet; Thence South 00° 19' 21" West, a distance of 34.08 feet; Thence South 62° 00' 17" West, a distance of 164.71 feet; Thence North 00° 19' 21" East, a distance of 433.89 feet; Thence North 00° 16' 59" West, a distance of 290.46 feet to the Point of Beginning.