

Lessor Site Name: Street Maintenance Yard, Norman OK
Lessee Site Name: OU Maintenance Yard, , OK
Lessee Site Number: 237820

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement ("**Amendment**") is made and entered into this ____ day of _____ 20____, by and between the **City of Norman**, having its principal office located at 201 West Gray, Norman, Oklahoma 73069 ("**Lessor**") and **Alltel Communications, LLC d/b/a Verizon Wireless** ("**Lessee**"), with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920. The Grantor and Grantee are at times collectively referred to herein as the "**Parties**" or individually as the "**Party**".

WHEREAS, Lessor and Lessee entered into the April 28, 2009 Lease Agreement, as amended by the February 28, 2012 First Amendment to Lease Agreement (collectively, the "**Lease**") for the construction, operation, and maintenance of a cellular communications tower, on a portion of the Lessor's property located at 668 East Lindsey Street, Norman, Oklahoma; and

WHEREAS, in connection therewith Lessor granted to Lessee a utility easement and right-of-way for operation of the cellular communications tower pursuant to the Grant of Easement, Easement No. E-0809-90 dated February 23, 2010, and recorded in Book 4722, page 1150 in the office of the Clerk of Cleveland County, Oklahoma (the "**Easement Agreement**"); and

WHEREAS, the Parties desires to amend the Lease and execute a new Easement Agreement to modify the utility easement and right-of-way over, under, through, and across Lessor's property to extend from Lindsey Street to Lessee's facilities, for the installation and maintenance of overhead and underground utility wires, fiber, cables, conduits, and pipes to serve Lessee's facilities, as set forth herein.

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

1. Any capitalized term used in this Amendment that is not defined herein has the meaning given that term in the Lease and Easement Agreement.

2. **Exhibit B** attached hereto and incorporated herein by reference, is hereby added to the Lease.

3. Lessor hereby grants to, and for the benefit of, Lessee and its successors and assigns, a non-exclusive appurtenant easement and right-of-way over, under, across, and through the Lessor's property, as more particularly described in Exhibit B, for the installation, operation, and maintenance of Lessee's facilities, including utilities and/or fiber, and access thereto (the "**Easement**"). Lessor covenants not to do or permit any act or acts that unreasonably prevent or hinder Lessee's, its successors', agents', or assigns' use of the Easement for the aforementioned purposes.

4. The 4th and 5th paragraphs on page 1 of the Lease are deleted in their entirety and replaced with the following:

WHEREAS, LESSEE desires to lease antenna space on said communications tower, and a ground lease area, as shown on **Exhibit B**, in which to construct and maintain a concrete pad and other pertinent telecommunications equipment.

NOW, THEREFORE, in and for the covenants, conditions, agreements and rents hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, LESSOR hereby leases to LESSEE, and LESSEE takes from LESSOR, continued use of a 50' x 50' (2,500 sq. ft.) ground lease area, including access thereto as shown on **Exhibit B** and continued antenna space on the structure of the said tower at the 115 ft. level.

5. The first sentence of Article II of the Lease is deleted in its entirety and replaced with the following:

Upon LESSOR approval of applicable utility and fiber easements, LESSOR shall permit electric and telephone utility companies, and fiber providers, providing services to Lessee, to extend their lines and facilities over, under, and across LESSOR's Property for the installation and maintenance of overhead or underground wires, fiber, cables, conduits, and pipes.

6. The first sentence of Article VI of the Lease is deleted in its entirety and replaced with the following:

LESSEE shall install and locate its telecommunication equipment within the lease area as shown on Exhibit B;

7. Article XIII of the Lease is deleted in its entirety and replaced with the following:

All notices under this Lease must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by commercial courier, provided the courier's regular business is delivery service, and provided further that the courier guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows:

Lessor: City of Norman
Director of Finance
Attention: City Clerk
PO Box 370
Norman, Oklahoma 73070

and

City of Norman
Director of Utilities
Attention: City Clerk
201 West Gray
Norman, Oklahoma 73069

Lessee: Alltel Communications, LLC
d/b/a Verizon Wireless
Attention: Network Real Estate
180 Washington Valley Road
Bedminster, New Jersey 07921

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

8. Lessor and Lessee each warrant to the other that the person executing this Amendment on behalf of the warranting Party has the full right, power and authority to enter into, and execute, this Amendment on that Party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.

9. Except as specifically provided in this Amendment, the Lease and the Easement Agreement shall remain in full force and effect and shall continue to be binding upon, and enforceable against, Lessor and Lessee in accordance with their terms. All covenants, terms and obligations of the Lease and the Easement Agreement not modified by this Amendment are hereby ratified and affirmed. The terms and provisions of this

Amendment shall control in the event of any inconsistency or discrepancy between the Lease and/or the Easement Agreement and this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the day and year first above written.

LESSOR:

City of Norman

ATTEST:

By: _____

By: _____

Printed Name: Lynne Miller

Name: Brenda Hall

Title: Mayor

Title: City Clerk

Date: _____

Date: _____

LESSEE:

**Alltel Communications, LLC
d/b/a Verizon Wireless**

By: _____

Michael Jenkins

Director - Network Field Engineering

Date: _____

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)

Before me, the undersigned Notary Public, personally appeared Lynne Miller, with whom I am personally acquainted (or whose identity was proven to me on the basis of satisfactory evidence), who acknowledged herself to be the Mayor of the **City of Norman**, and affirmed that, being duly authorized, she executed the foregoing instrument on behalf of the City of Norman for the purposes therein contained.

Witness my hand and seal, this _____ day of _____, 20____.

NOTARY PUBLIC

Printed Name: _____

My Commission Expires:

[SEAL]

Exhibit B**Depiction and Description of Premises****Lessee Existing Lease Site Description:**

A tract of land lying in and being a part of the NE/4 of the NW/4 of Section 5, Township 8 North, Range 2 West of the Indian Meridian as described in Book 82, Page 395 and 396, Records of County Clerk, Cleveland County, Oklahoma; said tract being more particularly described as follows:
Commencing at a Brass Cap Monument found for the Northeast corner of said NW/4; Thence S 89°46'53" W on the North line of said NW/4, a distance of 112.96 feet to a point on said North line; Thence S 00°13'07" E perpendicular to said North line, a distance of 590.49 feet to a Mag Nail set for the Northeast corner, said corner being the Point of Beginning; Thence S 05°33'44" E a distance of 50.00 feet to a Mag Nail set for the Southeast corner; Thence S 84°26'16" W a distance of 50.00 feet to a Mag Nail set for the Southwest corner; Thence N 05°33'44" W a distance of 50.00 feet to a Mag Nail set for the Northwest corner; Thence N 84°26'16" E a distance of 50.00 feet to the Point of Beginning. Containing 2,500.00 square feet or 0.057 acres more or less.

Lessee Existing Access Easement Description:

A 35.00 foot wide easement for ingress, egress purposes crossing a part of the NE/4 of the NW/4 of Section 5, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma as described in Volume 82, Page 395 and 396, Deed Records of Cleveland County, Oklahoma. Said 35.00 foot wide easement being 17.50 feet on each side of the following described centerline:
Commencing at a Mag Nail set for the Northeast Corner of the above described 0.057 acre lease site; Thence S 84°26'16" W on the North line of said 0.057 acre lease site, a distance of 25.00 feet to a point, said point being the Point of Beginning; Thence N 24°36'29" W a distance of 427.07 feet to a point; Thence N 00°40'13" W a distance of 170.86 feet to a point of termination on the South right of way line of Lindsey Street, a public road. Side lines of said 35.00 foot wide easement to be shortened or extended such as to begin on the North line of said 0.057 acre Lessee's lease site and terminate on the South right of way line of Lindsey Street, a public road to the North.

Lessee Existing Utility Easement Description:

A tract of land lying in and being a part of the NE/4 of the NW/4 of Section 5, Township 8 North, Range 2 West of the Indian Meridian as described in Book 82, Page 395 and 396, Records of County Clerk, Cleveland County, Oklahoma; said tract being more particularly described as follows:
Commencing at a Brass Cap Monument found for the Northeast corner of said NW/4; Thence S 89°46'53" W on the North line of said NW/4, a distance of 387.76 feet to a point on said North line; Thence S 00°13'07" E perpendicular to said North line, a distance of 194.70 feet to the Point of Beginning; Thence S 00°32'45" E a distance of 260.87 feet to a point; Thence S 44°58'10" E a distance of 253.01 feet to a point; Thence N 84°04'35" E a distance of 48.95 feet to a point on the West line of the above described 0.057 acre Lease Site; Thence S 05°33'44" E on said West line of 0.057 acre Lease Site, a distance of 10.00 feet to a point on said West line; Thence S 84°04'35" W a distance of 53.65 feet to a point; Thence N 44°58'10" W a distance of 247.57 feet to a point; Thence S 00°32'45" E a distance of 9.53 feet to a point; Thence S 89°27'15" W a distance of 10.00 feet to a point; Thence N 00°32'45" W a distance of 284.69 feet to a point; Thence N 89°27'15" E a distance of 10.00 feet to the Point of Beginning, containing 5,862.72 square feet or 0.135 acres, more or less.

Lessee Proposed Utility Easement Description:**LESSEE/GRANTEE'S PROPOSED UTILITY EASEMENT DESCRIPTION**

A 10.00 foot wide easement for utility purposes crossing a part of the NW/4 of Section 5, Township 8 North, Range 2 West of the Indian Meridian as described in Book 82, Page 395 and 396, Deed Records of Cleveland County, Oklahoma; Said easement being 5.00 feet on each side of the following described centerline:
Commencing at a 3" Brass Cap found for the Northeast corner of said NW/4; Thence S 89°46'53" W on the North line of said NW/4, a distance of 393.68 feet to a point; Thence S 00°13'07" E perpendicular to said North line, a distance of 33.00 feet to a point on the South Public Statutory Right of Way line, said point being the Point of Beginning; Thence S 00°32'45" E a distance of 161.73 feet to the point of termination. Side lines of said easement to be shortened or extended such as to begin on the South Public Statutory Right of Way line and terminate on the North edge of an existing 10.00 foot wide utility easement as recorded in Book 4722, Page 1150.

I, Virgil C. Vaughn, a Registered Professional Land Surveyor licensed under the laws of the State of Oklahoma, hereby certify that this survey (i) was made on the ground on January 11, 2017 for Alltel Communications, LLC d/b/a Verizon Wireless, the City of Norman and Baker Donelson, Bearman, Caldwell & Berkowitz, PC, (ii) correctly shows the subject property and the location of easements, ROW and set back lines thereon that are visible or reflected on Report of Order Number 24825243 with an issue date of July 13, 2017, (iii) reflects the conditions found at the time of survey, (iv) except as shown hereon, reflects no encroachments or overlapping of improvements, and (v) that this survey meets the minimum standards of accuracy as set by the State Board of Registration of Land Surveyors.

See Attached Survey

Amendment No. 2 to Contract K-0809-46

