

**SECOND AMENDMENT TO
OPTION AND LEASE AGREEMENT**

THIS SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT (the "Second Amendment") is made effective this ____ day of _____, 2021 ("Effective Date"), by and between THE INDEPENDENT SCHOOL DISTRICT NO. 3, TULSA COUNTY, OKLAHOMA (hereinafter referred to as "Landlord") and NCWPCS MPL 28 – YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCATT LLC, a Delaware limited liability company (hereinafter referred to as "Tenant").

RECITALS

WHEREAS, Landlord and AT&T Wireless Services of Tulsa, Inc., a Nevada corporation ("Original Tenant") entered into an Option and Lease Agreement dated June 26, 2000, a memorandum of which was recorded in the official records of Tulsa County, Oklahoma ("Official Records") on August 3, 2000 at Document No. 00080292 in Book 6398, Page 585 (the "Original Agreement") whereby Original Tenant leased certain real property, together with access and utility easements, located in Tulsa County, Oklahoma from Landlord (the "Premises"), all located within certain real property owned by Landlord ("Landlord's Property"); and

WHEREAS, the Original Agreement was amended by that certain First Amendment to Option and Lease Agreement dated June 24, 2019, a memorandum of which was recorded in the Official Records on July 22, 2019 at Document No. 2019063861 ("First Amendment") (hereinafter the Original Agreement and First Amendment are collectively referred to as the "Agreement"); and

WHEREAS, NCWPCS MPL 28 – Year Sites Tower Holdings LLC is currently the Tenant under the Agreement as successor in interest to the Original Tenant; and

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

WHEREAS, the Agreement had an initial term that commenced on August 1, 2000 and expired on August 31, 2010. The Agreement provides for four (4) extensions of five (5) years each, three (3) of which were exercised by Tenant. According to the Agreement, the final extension expires on August 31, 2030; and

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

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

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

2. Second Additional Lease Area. Landlord and Tenant hereby acknowledge and agree that Tenant has partially exercised the Expansion Option set forth in Section 3 of the First Amendment. Accordingly, Landlord and Tenant agree that the Premises is hereby expanded in size to include an additional forty-eight (48) square foot parcel of real property adjacent to the existing Premises at a location more particularly described on Exhibit A-1 attached hereto and shown on the Site Plan attached hereto as Exhibit B (the "Second Additional Lease Area"). The Premises, as expanded by the Second Additional Lease Area, is described on Exhibit A-2 attached hereto. Landlord and Tenant agree that the Expansion Option remains in full force and effect as to the remaining two hundred two (202) square feet granted thereby. Notwithstanding anything to the contrary in this Second Amendment, Tenant is not relinquishing any rights to any lease area, access easements, and/or utility easements that it possesses prior to the date of this Second Amendment. In the event the location of any of Tenant's or its sublessees' existing improvements, utilities, and/or access routes are not depicted or described on the Site Plan and/or legal descriptions, Tenant's leasehold rights and access and utility easement rights over such areas shall remain in full force and effect and the Premises shall be deemed to include such areas.

3. Second Additional Rent. In consideration of the lease of the Second Additional Lease Area, Tenant shall pay to Landlord the Expansion Premises Rent as set forth in Section 3 of the First Amendment, commencing upon execution of a sublease with a Future Subtenant and continuing thereafter until the earlier of (i) the expiration of the Term; or (ii) the "Return of the Second Additional Lease Area" as set forth below.

4. Right to Return the Second Additional Lease Area. Tenant shall have the option, upon thirty (30) days prior written notice to Landlord, in its sole and absolute discretion, to return the Second Additional Lease Area to the Landlord and to terminate the lease of the same by removing all improvements from the Second Additional Lease Area and returning same to its condition as of the Effective Date, ordinary wear and tear excepted (the "Return of the Second Additional Lease Area"). Effective upon removal of all improvements from the Second Additional Lease Area, the Expansion Premises Rent for the Second Additional Lease Area shall cease and will no longer be due or payable.

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

a) Landlord is duly authorized to and has the full power and authority to enter into this Second Amendment and to perform all of Landlord's obligations under the Agreement as amended hereby.

b) Tenant is not currently in default under the Agreement, and to Landlord's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.

c) Landlord agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Agreement as amended hereby.

d) Landlord acknowledges that the Premises, as defined, shall include any portion of Landlord's Property on which communications facilities or other Tenant improvements exist on the date of this Second Amendment.

6. Counterparts. This Second Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

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

8. Recordation. Tenant, at its cost and expense, shall have the right to record a memorandum of this Second Amendment in the Official Records at any time following the execution of this Second Amendment by all parties hereto.

[Signature pages follow]

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

LANDLORD:
THE INDEPENDENT SCHOOL DISTRICT
NO. 3, TULSA COUNTY, OKLAHOMA

By: _____

Print Name: _____

Title: _____

Landlord affirms that this Second
Amendment was approved at a duly noticed
public meeting held on _____
2021

[Tenant Execution Page Follows]

This Second Amendment is executed by Tenant as of the date first written above.

TENANT:
NCWPCS MPL 28 – YEAR SITES TOWER
HOLDINGS LLC, a Delaware limited
liability company

By CCATT LLC, a Delaware limited
liability company
Its: Attorney In Fact

By: _____

Print Name: _____

Title: _____

EXHIBIT A-1
(Legal Description of Second Additional Lease Area)

EXHIBIT A-2
(Legal Description of Premises, as expanded)

EXHIBIT B
(Site Plan)



City Staff to complete this section
CASE NUMBER
DATE
TRACKING#

APPLICATION FOR SPECIFIC USE PERMIT
COMMUNICATION TOWERS - CHANGES ON EXISTING CELL TOWERS

- Application fee: \$350.00
All plans and surveys must be drawn to scale. All documents larger than 8-1/2" x 11" must be folded to that size.
Document submittals must consist of: An executed copy of the original lease and current lease extension between the tower owner and the co-locating cell phone company; a map showing the location of the tower; structural analysis by a licensed, professional engineer.

LOCATION AND STREET ADDRESS OF TOWER: 1951 East Albany, Broken Arrow, OK 74012

NAME OF APPLICANT: Crown Castle USA, Inc. - Donna Davis PHONE: 931-247-7954

Person/Firm (Please Print)

ADDRESS: 370 Mallory Station Rd., Suite 505 Franklin TN ZIP CODE: 37067

EMAIL: donna.davis@crowncastle.com FAX: 724-416-4533

COMMUNICATION COMPANY REP: Dish Wireless, LLC. - Emily Wolfgang PHONE: 317-249-2023

COMPANY ADDRESS: 9045 River Road, Suite 425, Indianapolis, IN ZIP CODE: 46240

EMAIL: Emily.Wolfgang@crowncastle.com FAX:

TOWER OWNER: Crown Castle USA, INC. PHONE: 931-247-7954

OWNER ADDRESS: 370 Mallory Station Road, Suite 505 Franklin TN ZIP CODE: 37067

EMAIL: donna.davis@crowncastle.com FAX: 724-416-4533

REAL PROPERTY OWNER: Independent School District #3 PHONE: 918-259-4300

OWNER'S ADDRESS: 601 South Main Street, Broken Arrow, Oklahoma ZIP CODE: 74012

EMAIL: FAX:

COUNTY: Tulsa County QUARTER SECTION:

SECTION/TOWNSHIP/RANGE: 18-14-01

LEGAL DESCRIPTION OF TRACT (May be attached):

TOWER HEIGHT: 118.5' ADDITIONAL HEIGHT BEING REQUESTED: 0

RELATED CASE NUMBERS:

LOCATION AND STREET ADDRESS OF TOWER: 1951 East Albany, Broken Arrow OK

SPECIFIC DESCRIPTION OF EQUIPMENT REPLACEMENT OR ADDITION: Dish Wireless
proposes to collocate equipment onto existing cell tower

SIGNATURE OF APPLICANT: Donna Davis DATE: 01/14/2021

(TYPE OR PRINT NAME OF APPLICANT): Donna Davis

SIGNATURE OF COMMUNICATIONS REP: Emily Wolfgang DATE: 01/14/2021

(TYPE OR PRINT NAME OF APPLICANT): Emily Wolfgang

SIGNATURE OF PROPERTY OWNER: _____ DATE: _____

(TYPE OR PRINT NAME OF APPLICANT):

DO NOT WRITE BELOW THIS LINE

DATE REC'D _____ RECEIVED BY: _____ FEE: _____

Received Date
(Date Stamp Here)

**GUIDELINES FOR SUBMITTAL OF
AN APPLICATION FOR A SPECIFIC USE PERMIT (SP) RELATED TO A NEW CO
LOCATION,UPGRADE OF EQUIPMENT OR TO REQUEST OTHER CHANGES ON AN
EXISTING COMMUNICATION TOWER(S)
CITY OF BROKEN ARROW, OKLAHOMA**

- APPLICATION FEE OF \$350.00 IS TO BE SUBMITTED WITH THE COMPLETED APPLICATION.
- THE APPLICATION IS TO BE SIGNED BY THE APPLICANT, A REPRESENTATIVE OF THE COMMUNICATIONS FIRM FOR WHOM THE UPGRADE IS BEING REQUESTED AND THE OWNER OR AN OFFICER OF THE COMPANY WHO OWNS THE REAL ESTATE ON WHICH THE TOWER IS LOCATED. THE NAME AND THE POSITION OF EACH PERSON WHO SIGNS THE APPLICATION MUST BE CLEARLY PRINTED IN ADDITION TO THEIR SIGNATURES.
- IF AN OWNER OF THE REAL PROPERTY MAY NOT BE AVAILABLE TO SIGN THE APPLICATION, A COPY OF THE **ATTACHED** FORM NEEDS TO BE COMPLETED AND SUBMITTED WITH THE APPLICATION BEARING THE FOLLOWING FOR THE REAL PROPERTY OWNER.
 - A. THE NAME AND POSITION OF AN OWNER OR OFFICER
 - B. THE NAME AND POSITION OF THE PERSON BEING AUTHORIZED TO SIGN THE APPLICATION
- USE BROKEN ARROW STREET ADDRESSES ONLY TO IDENTIFY THE LOCATION OF A TOWER
- THE COMPLETED APPLICATION IS TO BE ACCOMPANIED BY THE FOLLOWING:
 - A. AN EXECUTED COPY OF THE ORIGINAL LEASE AND CURRENT LEASE EXTENSION BETWEEN THE TOWER OWNER AND THE CO-LOCATING CELL PHONE COMPANY
 - B. MAP SHOWING THE LOCATION OF THE TOWER
 - C. A STRUCTURAL ANALYSIS MUST BE SUBMITTED BY A LICENSED ENGINEER OR COMPANY.

For further information, please call the Planning Division of the Development Services Department at 918-259-8412. Applicants can also visit the City's web site at: www.brokenarrowok.gov

**CITY OF BROKEN ARROW, OKLAHOMA
FORM AUTHORIZING OWNER'S REPRESENTATIVE TO SIGN CITY
APPLICATIONS ON BEHALF OF OWNER(S)**

If an owner wishes a representative to sign an application in his or her place, please complete this form, have it notarized and return it with the application to the Development Services Department.

City Case Number: _____ Project Name: _____

Project Size/Acres: _____

I, OWNER of REAL property located at:

Address or General Location (Print)

Broken Arrow, Oklahoma

Hereby authorize:

Name of authorized person (Print)

to sign application forms and papers related to the project, at the above location, on my behalf.

SIGNATURE OF PROPERTY OWNER: _____

Print name: _____ Date: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: Emily Wolfgang

Print name: _____ Date: _____

Below for Notary Use ONLY

_____ appeared before me this _____ day of _____, 20 _____
(Owner printed name)

Notary Signature: _____ My commission expires: _____

Commission #: _____

_____ appeared before me this _____ day of _____, 20 _____
(Authorized Person printed name)

Notary Signature: _____ My commission expires: _____

Commission #: _____

PRELIMINARY TOWER SURVEY

843513

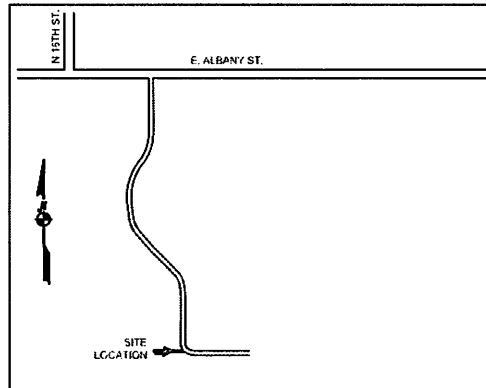
AWE 61st LYNN LANE
1951 E Albany Street
Broken Arrow, OK 74012, Tulsa County

LEGEND

FND - FOUND IP - IRON PIN ESMT. - EASEMENT GEN - GENERATOR M - MEASURED DIMENSION	P.O.B. - POINT OF BEGINNING P.O.C. - POINT OF COMMENCEMENT P.O.T. - POINT OF TERMINATION	PED. - PEDESTAL R - RECORD DIMENSION R.O.W. - RIGHT-OF-WAY TYP. - TYPICAL U/C - UTILITY CABINET
AV A.C. PAD AV AIR VALVE CO CLEAN OUT ELEC. METER ELEC. PED. ELEC. TRANS. FIRE HYDRANT GATE GENERATOR GROUND LIGHT GROUND ROD	GUARD POST GUY ANCHOR IRON GRATE LIGHT POLE METER RACK MON. FOUND AS DESCRIBED MON. SET AS DESCRIBED POWER POLE PROpane TANK PULL BOX ROAD SIGN	SANITARY SEWER MH STORM SEWER MH TELE. MH TELE. PED. T.V. PED. UTILITY CABINET UTILITY POLE UTILITY METER WATER MH WATER VALVE ADJ./PLAT LINE
STOCKADE FENCE ROAD CENTERLINE	CHAINLINK FENCE OVERHEAD ELECTRIC LINE OHE	EASEMENT LINE SECTION LINE

LOCATION MAP

NOT TO SCALE



CONTENTS

COVER SHEET
PROPERTY OVERVIEW
SITE OVERVIEW
LEGAL DESCRIPTIONS

AREA SUMMARY

AREA	SQ. FT.	ACRES
PARENT PARCEL	3,599,761	82.6396
EXISTING LEASE AREA	1,003	0.0230
ADDITIONAL LEASE AREA	119	0.0027
2ND ADDITIONAL LEASE AREA	48	0.0011
OVERALL LEASE AREA	1,170	0.0269
20' ACCESS/UTILITY EASEMENT	32,114	0.7372

ABBREVIATIONS

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
ROW	RIGHT OF WAY
POT	POINT OF TERMINATION

SURVEY PERFORMED FOR:



1500 Corporate Drive
Canonsburg, PA 15317

SURVEY COORDINATED BY:

GEOLINE SURVEYING, INC.
13430 NW 10th Terrace, Suite A, Alachua, FL 32615
Tele: (386) 418-0500 | Fax: (386) 462-9998

SURVEY PERFORMED BY:

1917 S. HARVARD AVE.
OKLAHOMA CITY, OK 73128
PHONE: 405-503-7842
EMAIL: COMMDAT@GEO-SURVEYING.COM



ORDER REF: 2021 | CHK. BY: RM | JOB NO: 21-015-011

SURVEYOR'S CERTIFICATION:

I hereby certify to Crown Castle South LLC, Crown Castle USA Inc. including parents, subsidiaries, and affiliated entities, and Rocky National Title Insurance Company, SURVEYOR NAME: JAMES M. POWERS, NPLS, PLS, OWS

SIGNATURE

DATE

LEASE AREA ZONING:

General Agricultural District.

LEASE AREA FLOOD NOTE:

Zone "c" community panel 40143C0395M, which bears an effective date of 09/30/2016

BEARING BASIS:

S 89°56'32" W AS SHOWN ON THE NORTH LINE OF SECTION 1, TOWNSHIP 18 NORTH, RANGE 14 EAST.

NOTES:

1. SURVEY PERFORMED ON 02/08/2021.
2. DATA PROJECTED IN STATE PLANE COORDINATE SYSTEM (SPCS) WITH (NAD83) VERTICAL DATUM.
3. A SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.
4. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA, UNLESS OTHERWISE NOTED HEREON.
5. NOT ALL SYMBOLS ARE DEPICTED TO SCALE.
6. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.

REV	DATE	DESCRIPTION	DRWN
1	04/19/21	GENL CORRECT	JMP

SITE INFORMATION:

Name	AWE 61st LYNN LANE
BUN	843513
Address	1951 E ALBANY STREET BROKEN ARROW, OK 74012
County	TULSA

SITE LOCATED IN:

Section 1, Township 18 North, Range 14 East

TOWER SURVEY

SHEET: COVER SHEET

SHEET: PROPERTY OVERVIEW

TOWER SURVEY

Section 1, Township 18 North, Range 14 East

SITE LOCATED IN:
 County: TULSA
 Address: BROKEN ARROW, OK 74012
 BU# 843513
 Name: AWE 61st LYNAN LANE

SITE INFORMATION:

NO.	DATE	BY	DESCRIPTION
1	04/18/21	DRW	
AMS			

REV DATE DESCRIPTION

SURVEY PERFORMED FOR:
CROWN CASTLE
 1500 Corporate Drive
 Cumminsburg, PA 15317

LEGEND

STOCKADE FENCE	CHAINLINK FENCE	ROAD OVERHEAD	ELECTRIC LINE	DRIVE	SECTION LINE
GROUND ROD	ROAD SIGN	GROUND LIGHT	PULL BOX	WATER MH	WATER VALVE
GENERATOR	PROPANE TANK	WATER METER	UTILITY POLE	UTILITY CABINET	UTILITY MON. SET
ELEC. TRANS. AS DESCRIBED	ELEC. PED. MACH. FOUND AS DESCRIBED	METER RACK	TELE. PED.	ELEC. METER	TELE. MH
ELEC. TRANS.	ELEC. METER	AIR VALVE	CLEAN OUT	IRON GRATE	SEWER MH
AIR VALVE	CLEAN OUT	IRON GRATE	SEWER MH	SEWER MH	STORM
A.C. PAD	GUARD POST	U/C - UTILITY	CABINET	SANITARY	ANCHOR
POINT OF BEGINNING	POINT OF RECORD	IRON PIN	FOUND	FOUND	POINT OF
ELEMENT COMMENCEMENT	POINT OF	GENERATOR	MEASURED	POINT OF	TERMINATION
POINT OF BEGINNING	POINT OF RECORD	IRON PIN	FOUND	FOUND	POINT OF
IRON PIN FOUND	GENERATOR	MEASURED	POINT OF	TERMINATION	POINT OF
POINT OF BEGINNING	POINT OF RECORD	IRON PIN	FOUND	FOUND	POINT OF

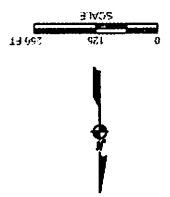
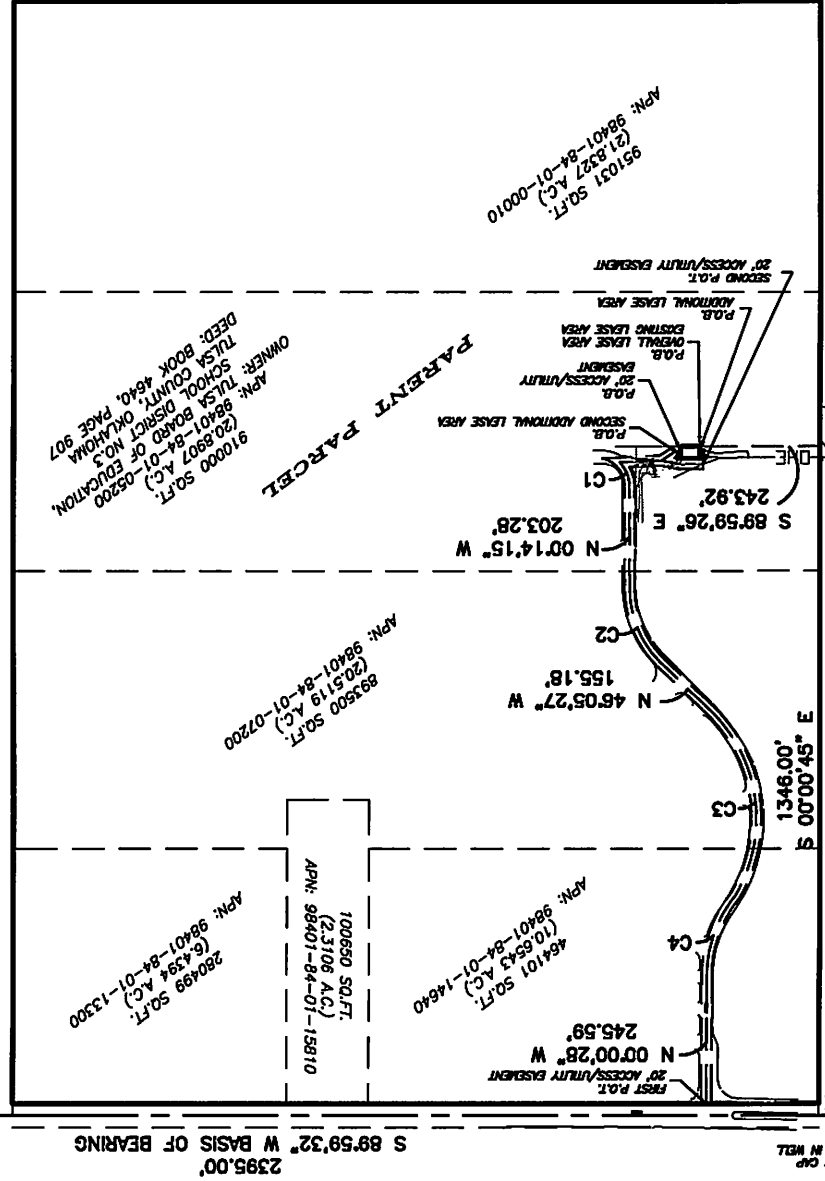
AREA SUMMARY

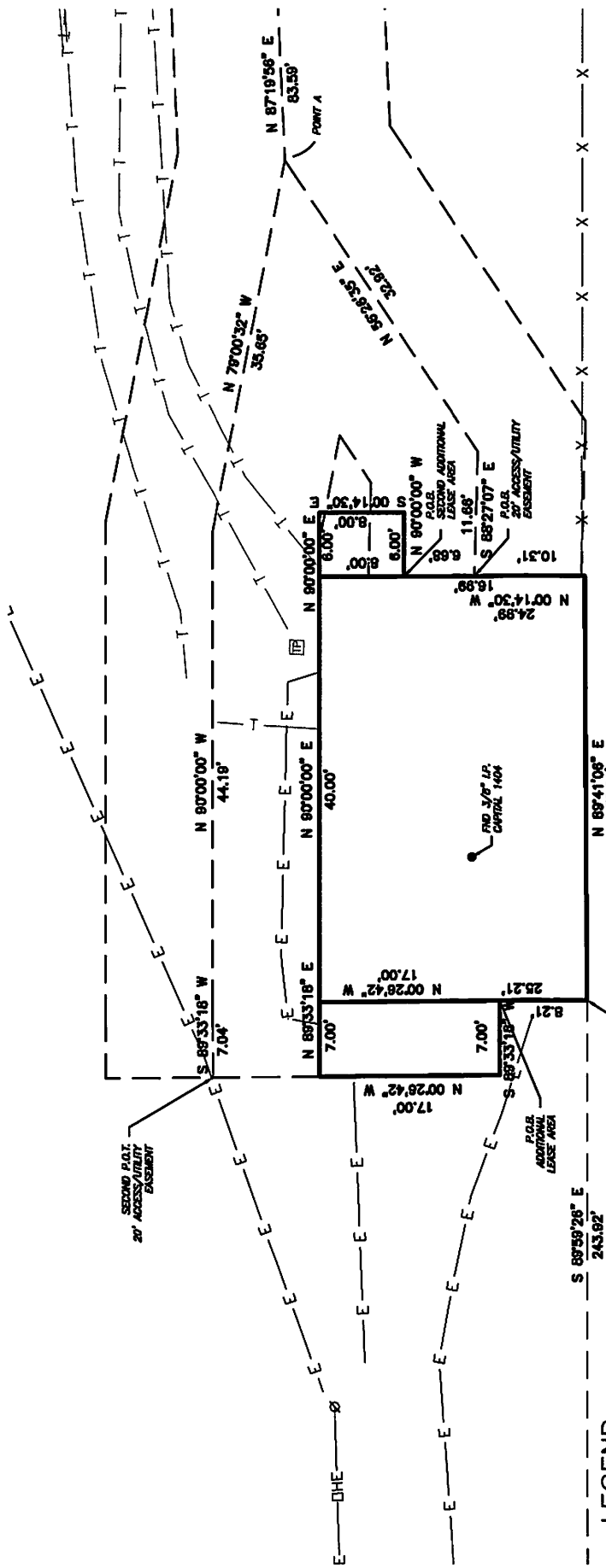
AREA	SQ. FT.	ACRES
PARENT PARCEL	3,599,781	82.6396
EXISTING LEASE AREA	1,003	0.0230
ADDITIONAL LEASE AREA	119	0.0027
2ND ADDITIONAL LEASE AREA	48	0.0011
OVERALL LEASE AREA	1,170	0.0269
20' ACCESS/UTILITY EASEMENT	32,114	0.7372

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	52.01'	88.67'	44°03'30"	N 23°19'54" W	51.51'
C2	187.17'	208.31'	48°29'33"	N 21°53'58" W	182.63'
C3	392.73'	301.15'	74°43'07"	N 08°28'57" W	365.48'
C4	184.42'	255.33'	41°22'58"	N 18°25'46" E	160.44'

P.O.C. EXISTING TOWER LEASE AREA
 P.O.C. ADDITIONAL LEASE AREA
 P.O.C. 20' ACCESS/UTILITY EASEMENT
 P.O.C. SECOND ADDITION LEASE AREA
 RND BRASS CAP
 MONUMENT IN WELL
 N/E CORNER SEC. 1, T18N-R14E

49.5' STATUTORY PUBLIC R.O.W.
E. ALBANY ST.
 44.0' ASPHALT PAVING
 770.00'
 S 89°59'32" W





SURVEY PERFORMED FOR:
CROWN CASTLE
 1500 Corporate Drive
 Centerville, PA 15217

RES. DATE	DESCRIPTION	OWNER
1-10-21	100% EASEMENT	CC
1-10-21	100% EASEMENT	CC

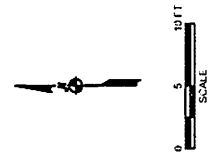
SITE INFORMATION:
 Name: JAMES E. LYNN LANE
 Address: 1951 E ALBANY STREET
 Broken Arrow, OK 74012
 County: TULSA

SITE LOCATED IN:
 Section 1, Township 18 North, Range 14 East

TOWER SURVEY
 SHEET: SITE OVERVIEW

AREA SUMMARY

AREA	SQ. FT.	ACRES
PARENT PARCEL	3,599,781	82.6396
EXISTING LEASE AREA	1,003	0.0230
2ND ADDITIONAL LEASE AREA	119	0.0027
OVERALL LEASE AREA	1,170	0.0269
20' ACCESS/UTILITY EASEMENT	32,114	0.7372



LEGEND

END - FOUND	P.O.B. - POINT OF BEGINNING	REC. - RECORD	REC. - RECORD
IP - IRON PIN	P.O.C. - POINT OF COMMENCEMENT	R.O.W. - R.O.W.	R.O.W. - R.O.W.
GEN - GENERATOR	PLAT - PLAT	TR - TYPICAL	TR - TYPICAL
DIMENSION	UTG - UTILITY	CABINET	CABINET
AV - AIR VALVE	GUARD POST	SANITARY	SANITARY
CO - CLEAN OUT	GUY ANCHOR	SEWER MH	SEWER MH
ELEC. METER	IRON GRATE	STORM MH	STORM MH
ELEC. PED.	LIGHT POLE	TELE. MH	TELE. MH
ELEC. TRANS.	METER RACK	TELE. PED.	TELE. PED.
FIRE HYDRANT	MON. FOUND	T.V. PED.	T.V. PED.
GATE	AS DESCRIBED	UTILITY	UTILITY
GENERATOR	POWER POLE	UTILITY POLE	UTILITY POLE
GROUND LIGHT	PROPANE TANK	WATER METER	WATER METER
GROUND ROD	PULL BOX	WATER MH	WATER MH
ROAD CENTERLINE	ROAD SIGN	WATER VALVE	WATER VALVE
ROAD OVERHEAD	ADJ./PLAT LINE	ADJ./PLAT LINE	ADJ./PLAT LINE
ROAD CENTERLINE	EASEMENT LINE	EASEMENT LINE	EASEMENT LINE
ROAD CENTERLINE	SECTION LINE	SECTION LINE	SECTION LINE

PARENT TRACT (AS PROVIDED)

A TRACT OF LAND CONTAINED WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION ONE (1), TOWNSHIP EIGHTEEN (18) 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:

BEGINNING AT A POINT 770 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION ONE (1); THENCE SOUTH, PARALLEL TO THE EAST LINE OF SAID NORTHEAST QUARTER (NE 1/4), A DISTANCE OF 2240 FEET; THENCE WEST, PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER (NE 1/4), A DISTANCE OF 1622 FEET; THENCE NORTH, PARALLEL TO THE WEST LINE OF SAID NORTHEAST QUARTER (NE 1/4), A DISTANCE OF 724.22 FEET; TO POINT "A" ON THE NORTH LINE THEREOF; THENCE EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE 1/4), A DISTANCE OF 125 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.598751 SQ. FT. ±, OR 0.0289 ACRES, MORE OR LESS.

EXISTING LEASE AREA

A TRACT OF LAND CONTAINED WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION ONE (1), TOWNSHIP EIGHTEEN (18) 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 A THE NORTHEAST CORNER OF SAID SECTION ONE (1), THENCE S 89°52'38" E A DISTANCE OF 243.92 FEET TO THE POINT OF BEGINNING;

THENCE N 00°26'27" W A DISTANCE OF 45.71 FEET;

THENCE N 20°00'00" E A DISTANCE OF 40.50 FEET;

THENCE S 89°14'30" W A DISTANCE OF 24.95 FEET;

THENCE S 89°11'30" W A DISTANCE OF 35.511 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.003823 FT. ±, OR 0.0236 ACRES, MORE OR LESS.

ADDITIONAL LEASE AREA

A TRACT OF LAND CONTAINED WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION ONE (1), TOWNSHIP EIGHTEEN (18) 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 A POINT 1346.00 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION ONE (1), THENCE S 89°52'38" E A DISTANCE OF 235.00 FEET; THENCE S 00°00'00" E A DISTANCE OF 1346.00 FEET; THENCE S 89°52'38" E A DISTANCE OF 243.92 FEET; THENCE N 00°26'27" W A DISTANCE OF 45.71 FEET;

THENCE N 00°26'27" W A DISTANCE OF 7.00 FEET;

THENCE N 00°26'27" W A DISTANCE OF 7.00 FEET;

THENCE S 00°26'27" E A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 119.5611 FT. ±, OR 0.0027 ACRES, MORE OR LESS.

SECOND ADDITIONAL LEASE AREA

A TRACT OF LAND CONTAINED WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION ONE (1), TOWNSHIP EIGHTEEN (18) 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 NORTHEAST CORNER OF SAID SECTION ONE (1), THENCE S 89°52'38" E A DISTANCE OF 235.00 FEET; THENCE S 00°00'00" E A DISTANCE OF 1346.00 FEET; THENCE S 89°52'38" E A DISTANCE OF 243.92 FEET; THENCE N 00°26'27" W A DISTANCE OF 45.71 FEET;

THENCE N 00°14'30" W A DISTANCE OF 6.00 FEET;

THENCE N 89°00'00" E A DISTANCE OF 6.00 FEET;

THENCE S 89°00'00" W A DISTANCE OF 6.00 FEET;

THENCE N 89°00'00" W A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 48 SQ. FT. ±, OR 0.0011 ACRES, MORE OR LESS.

OVERALL LEASE AREA

A TRACT OF LAND CONTAINED WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION ONE (1), TOWNSHIP EIGHTEEN (18) 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 NORTHEAST CORNER OF SAID SECTION ONE (1), THENCE S 89°52'38" E A DISTANCE OF 243.92 FEET TO THE POINT OF BEGINNING;

THENCE N 00°26'27" W A DISTANCE OF 8.21 FEET;

THENCE S 89°30'00" W A DISTANCE OF 7.00 FEET;

THENCE N 00°26'27" W A DISTANCE OF 7.00 FEET;

THENCE N 89°53'31" E A DISTANCE OF 7.00 FEET;

THENCE N 89°00'00" E A DISTANCE OF 46.00 FEET;

THENCE S 00°14'30" E A DISTANCE OF 6.00 FEET;

THENCE S 89°14'30" W A DISTANCE OF 10.90 FEET;

THENCE S 89°41'00" W A DISTANCE OF 38.91 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.17052 SQ. FT. ±, OR 0.0269 ACRES, MORE OR LESS.

2ND ACCESSIBILITY EASEMENT

A 20' STRIP OF LAND CONTAINED WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION ONE (1), TOWNSHIP EIGHTEEN (18) 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 NORTHEAST CORNER OF SAID SECTION ONE (1), THENCE S 89°52'38" E A DISTANCE OF 235.00 FEET;

THENCE S 89°52'38" E A DISTANCE OF 1346.00 FEET;

THENCE N 00°26'27" W A DISTANCE OF 243.92 FEET;

THENCE S 89°27'00" E A DISTANCE OF 11.00 FEET;

THENCE N 56°25'30" E A DISTANCE OF 32.92 FEET TO POINT A;

THENCE N 00°14'30" E A DISTANCE OF 8.21 FEET TO THE POINT OF BEGINNING;

THENCE N 00°14'30" E A DISTANCE OF 8.21 FEET TO THE POINT OF BEGINNING;

THENCE N 00°14'30" E A DISTANCE OF 8.21 FEET TO THE POINT OF BEGINNING;

THENCE N 00°14'30" E A DISTANCE OF 8.21 FEET TO THE POINT OF BEGINNING;

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THENCE N 00°14'30" E A DISTANCE OF 8.21 FEET TO THE POINT OF BEGINNING;

SURVEY PERFORMED FOR:

CROWN CASTLE
1500 Corporate Drive
Cantonburg, PA 15317

REV.	DATE	DESCRIPTION	DRWN BY
1	05/10/21	100% COMPLETE	MB

SITE INFORMATION:

Name: AVE 61st LYNN LANE
 BUN: 643513
 Address: 1951 E ALBANY STREET
 BROKEN ARROW, OK 74012
 County: TULSA

SITE LOCATED IN:
 Section 1, Township 19 North, Range 14 East

TOWER SURVEY

SHEET: LEGAL DESCRIPTIONS



<i>City Staff to complete this section</i>	
CASE NUMBER	_____
DATE	_____
TRACKING#:	_____

**APPLICATION FOR SPECIFIC USE PERMIT
COMMUNICATION TOWERS - CHANGES ON EXISTING CELL TOWERS**

- Application fee: \$350.00
- All plans and surveys must be drawn to scale. All documents larger than 8-1/2" x 11" must be folded to that size.
- Document submittals must consist of: An executed copy of the original lease and current lease extension between the tower owner and the co-locating cell phone company; a map showing the location of the tower; structural analysis by a licensed, professional engineer.

LOCATION AND STREET ADDRESS OF TOWER: 1951 East Albany, Broken Arrow, OK 74012

NAME OF APPLICANT: Crown Castle USA, Inc. - Donna Davis PHONE: 931-247-7954

Person/Firm (Please Print)

ADDRESS: 370 Mallory Station Rd., Suite 505 Franklin TN ZIP CODE: 37067

EMAIL: donna.davis@crowncastle.com FAX: 724-416-4533

COMMUNICATION COMPANY REP: Dish Wireless, LLC. - Emily Wolfgang PHONE: 317-249-2023

COMPANY ADDRESS: 9045 River Road, Suite 425, Indianapolis, IN ZIP CODE: 46240

EMAIL: Emily.Wolfgang@crowncastle.com FAX: _____

TOWER OWNER: Crown Castle USA, INC. PHONE: 931-247-7954

OWNER ADDRESS: 370 Mallory Station Road, Suite 505 Franklin TN ZIP CODE: 37067

EMAIL: donna.davis@crowncastle.com FAX: 724-416-4533

REAL PROPERTY OWNER: Independent School District #3 PHONE: 918-259-4300

OWNER'S ADDRESS: 601 South Main Street, Broken Arrow, Oklahoma ZIP CODE: 74012

EMAIL: _____ FAX: _____

COUNTY: Tulsa County QUARTER SECTION: _____

SECTION/TOWNSHIP/RANGE: 18-14-01

LEGAL DESCRIPTION OF TRACT (May be attached): _____

TOWER HEIGHT: 118.5' ADDITIONAL HEIGHT BEING REQUESTED: 0

RELATED CASE NUMBERS: _____

LOCATION AND STREET ADDRESS OF TOWER: 1951 East Albany, Broken Arrow OK

SPECIFIC DESCRIPTION OF EQUIPMENT REPLACEMENT OR ADDITION: Dish Wireless

proposes to collocate equipment onto existing cell tower

SIGNATURE OF APPLICANT: Donna Davis DATE: 01/14/2021

(TYPE OR PRINT NAME OF APPLICANT): Donna Davis

SIGNATURE OF COMMUNICATIONS REP: Emily Wolfgang DATE: 01/14/2021

(TYPE OR PRINT NAME OF APPLICANT): Emily Wolfgang

SIGNATURE OF PROPERTY OWNER: _____ DATE: _____

(TYPE OR PRINT NAME OF APPLICANT):

DO NOT WRITE BELOW THIS LINE

DATE REC'D _____ RECEIVED BY: _____ FEE: _____

Received Date
(Date Stamp Here)

**GUIDELINES FOR SUBMITTAL OF
AN APPLICATION FOR A SPECIFIC USE PERMIT (SP) RELATED TO A NEW CO
LOCATION,UPGRADE OF EQUIPMENT OR TO REQUEST OTHER CHANGES ON AN
EXISTING COMMUNICATION TOWER(S)
CITY OF BROKEN ARROW, OKLAHOMA**

- APPLICATION FEE OF \$350.00 IS TO BE SUBMITTED WITH THE COMPLETED APPLICATION.
- THE APPLICATION IS TO BE SIGNED BY THE APPLICANT, A REPRESENTATIVE OF THE COMMUNICATIONS FIRM FOR WHOM THE UPGRADE IS BEING REQUESTED AND THE OWNER OR AN OFFICER OF THE COMPANY WHO OWNS THE REAL ESTATE ON WHICH THE TOWER IS LOCATED. THE NAME AND THE POSITION OF EACH PERSON WHO SIGNS THE APPLICATION MUST BE CLEARLY PRINTED IN ADDITION TO THEIR SIGNATURES.
- IF AN OWNER OF THE REAL PROPERTY MAY NOT BE AVAILABLE TO SIGN THE APPLICATION, A COPY OF THE **ATTACHED** FORM NEEDS TO BE COMPLETED AND SUBMITTED WITH THE APPLICATION BEARING THE FOLLOWING FOR THE REAL PROPERTY OWNER.
 - A. THE NAME AND POSITION OF AN OWNER OR OFFICER
 - B. THE NAME AND POSITION OF THE PERSON BEING AUTHORIZED TO SIGN THE APPLICATION
- USE BROKEN ARROW STREET ADDRESSES ONLY TO IDENTIFY THE LOCATION OF A TOWER
- THE COMPLETED APPLICATION IS TO BE ACCOMPANIED BY THE FOLLOWING:
 - A. AN EXECUTED COPY OF THE ORIGINAL LEASE AND CURRENT LEASE EXTENSION BETWEEN THE TOWER OWNER AND THE CO-LOCATING CELL PHONE COMPANY
 - B. MAP SHOWING THE LOCATION OF THE TOWER
 - C. A STRUCTURAL ANALYSIS MUST BE SUBMITTED BY A LICENSED ENGINEER OR COMPANY.

For further information, please call the Planning Division of the Development Services Department at 918-259-8412. Applicants can also visit the City's web site at: www.brokenarrowok.gov

**CITY OF BROKEN ARROW, OKLAHOMA
FORM AUTHORIZING OWNER'S REPRESENTATIVE TO SIGN CITY
APPLICATIONS ON BEHALF OF OWNER(S)**

If an owner wishes a representative to sign an application in his or her place, please complete this form, have it notarized and return it with the application to the Development Services Department.

City Case Number: _____ Project Name: _____

Project Size/Acres: _____

I, OWNER of REAL property located at:

Address or General Location (Print) Broken Arrow, Oklahoma

Hereby authorize:

Name of authorized person (Print)

to sign application forms and papers related to the project, at the above location, on my behalf.

SIGNATURE OF PROPERTY OWNER: _____

Print name: _____ Date: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: Emily Wolfgang

Print name: _____ Date: _____

Below for Notary Use ONLY

_____ appeared before me this _____ day of _____, 20 _____
(Owner printed name)

Notary Signature: _____ My commission expires: _____

Commission #: _____

_____ appeared before me this _____ day of _____, 20 _____
(Authorized Person printed name)

Notary Signature: _____ My commission expires: _____

Commission #: _____