AGENDA - JOINT PUBLIC HEARING OF THE CITY COUNCIL AND THE PLANNING AND ZONING COMMISSION OF THE CITY OF PEARLAND, TEXAS, TO BE HELD APRIL 19, 2010, AT 6:30 P.M., IN THE COUNCIL CHAMBERS, CITY HALL, 3519 LIBERTY DRIVE, PEARLAND, TEXAS

I. CALL TO ORDER

II. PURPOSE OF HEARING

Conditional Use Permit No. CUP 2010-01

A request of Blake Griggs with Clear Wireless LLC., applicant, for Steve Townsend, owner, for a conditional use permit to allow the co-location of cellular antennas on an existing tower located within the General Commercial (GC) Zoning District, on the following described property, to wit:

Legal Description: Approximately 1.24 acre (53,811 square feet) parcel situated in the Perry & Austin League, Abstract 111, Brazoria County, Texas, and being all of a called 1.2438 acre tract conveyed to Steve Townsend by Deed recorded under Volume 1441, Page 979 of the Brazoria county Official Public Records.

General Location: 1411 Broadway, Pearland, TX 77581

III. APPLICATION INFORMATION AND CASE SUMMARY

A. STAFF REPORT
B. APPLICANT PRESENTATION

IV. PERSONS WISHING TO SPEAK FOR OR AGAINST THE PROPOSED REQUEST

V. COUNCIL/PLANNING COMMISSION/STAFF DISCUSSION

VI. ADJOURNMENT

This site is accessible to disabled individuals. For special assistance, please call Young Lorfing, City Secretary, at 281-652-1655 prior to the meeting so that appropriate arrangements can be made.

JOINT PUBLIC HEARING AGENDA ITEM
MEETING OF APRIL 19, 2010

Conditional Use Permit No. CUP 2010-01

A request of Blake Griggs with Clear Wireless LLC., applicant for Steve Townsend , owners, for a conditional use permit to allow the co-location of cellular antenna on an existing tower located within the General Commercial (GC) Zoning District, on the following described property, to wit:

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General Location: Located at 1411 Broadway, Pearland, TX

APPROVAL PROCESS: After this Joint Public Hearing, the requested zone change application will be considered as follows:

Planning and Zoning Commission: April 19, 2010*
City Council for First and Only Reading: April 26, 2010*

(*dates subject to change if item is tabled)

SUMMARY: The applicant, Clear Wireless LLC, is requesting approval of Conditional Use Permit No. 2010-01 to allow the co-location of cellular antennas on an existing tower located within the General Commercial (GC) Zoning District. It is also located within the Corridor Overlay District. The existing tower is 150 feet high and T-Mobile is the only carrier located there at this time.

The applicant proposes an additional nine T-Frames at 150 feet to the existing 150 foot cellular tower that currently holds 18 T-Frames from T-Mobile at 130 feet. This would bring that existing tower to 128% failure. The existing diagonals between 80 feet and 100 feet are overstressed and will need to be replaced or reinforced.

SURROUNDING ZONING AND LAND USES:

	Zoning	Land Use
North	General Commercial (GC)	Undeveloped Tract
South	General Business (GB)	Entrance way to Pine Hollow
East	General Commercial (GC)	Sign Company
West	General Commercial (GC)	Dry Wall and Building Supply Company

CONFORMANCE TO THE UNIFIED DEVELOPMENT CODE (UDC): The subject property is currently zoned as GC. The minimum lot size for the GC district is 22, 500 square feet, the minimum lot width is 150 feet, and the minimum lot depth is 125 feet. The subject property does not meet these minimum requirements, as the property is only 100 feet wide. The owner and applicant will need to process a variance for the lot width and structures that are located within the setbacks.

The applicant will be required to comply with all requirements of the Unified Development Code.

PLATTING STATUS: The property has not been platted, but an application for platting has been received and is currently being reviewed.

CONFORMANCE TO THE COMPREHENSIVE PLAN: The Comprehensive Plan (2004 update adopted on July 26, 2004) recommends "Retail, Office & Services" for the subject property and the surrounding properties. The Comprehensive Plan further indicates that the appropriate zoning districts are "Neighborhood Services (NS), Office Professional (OP), and General Business (GB)". Therefore, the current GC zone does not conform to the Comprehensive Plan.

CONFORMANCE TO THE THOROUGHFARE PLAN: The subject property has frontage on Broadway, a major thoroughfare with an ultimate right-of-way greater than 120 feet. The applicant has not had the property platted and all necessary dedications will need to made at the time of platting.

AVAILABILITY OF UTILITIES: The subject property is served by public water and sewer lines.

IMPACT ON EXISTING AND FUTURE DEVELOPMENT: The proposed conditional use permit is to allow the co-location of cellular antennas at an existing 150 foot cellular tower. The applicant also proposes a 7' X 7' (49 square feet of utility ground equipment for the Clear Wireless Antennas).

The applicant proposes an additional nine T-Frames at 150 feet to the existing 150 foot cellular tower that currently holds 18 T-Frames from T-Mobile at 130 feet. There will be no additional height added to the tower as a result of the additional antennas as stated in the letter of intent. Adding the proposed antennas would bring the existing cellular tower to 128% failure. The existing diagonals between 80 feet and 100 feet are overstressed and will need to be replaced or reinforced. The applicant needs to provide structural/engineering calculations and information regarding the support structure that needs to be installed so that the tower will not fail with the addition of the proposed antennas.

Currently, to the south of the subject property is the entrance way to the Pine Hollow Subdivision, to the north is a vacant undeveloped parcel, to the east is a sign company, and to the west is a drywall and building supply company. In addition, to the rear of the drywall and building & supply company there is another existing cellular tower 100 yards from the proposed co-location.

The current GC Zoning for the subject property does not conform to the Comprehensive Plan. The comprehensive plan states that the subject property should be Neighborhood Services (NS), Office Professional (OP), and General Business (GB). The surrounding uses are in compliance with the zoning and the existing cellular tower and co-location would be in compliance with City of Pearland's zoning if a conditional use were approved.

The parking is existing, and the addition of the 49 square feet ground equipment does not trigger additional parking. However; the ground equipment is visible from the Broadway and landscaping and screening needs to be provided.

The owner and applicant would also need to process a variance for the lot width and structures that are located within the setbacks on the subject property.

The City of Pearland would like to encourage the co-location of Cellular Antenna as stated in Chapter 2, Section 2.5.5.1. The proposed co-location of antennas as presented by the applicant should not have any significant negative impact on the surrounding properties and developments.

ADDITONAL COMMENTS:

There are no other additional comments from other departments.

SITE PLAN CONSIDERATIONS: A site plan has been submitted and is currently being reviewed with the platting application.

PUBLIC NOTIFICATION: Public notice/comment forms were mailed to property owners within 200 feet of the subject property under consideration. A legal notice of public hearing was published in the local newspaper, and a Zoning Sign was placed on the subject property.

OPPOSITION TO OR SUPPORT OF PROPOSED REQUEST: Staff has not received any comments either in opposition to or in support of the proposed zone change request.

STAFF RECOMMENDATION: Staff recommends approval of the Conditional Use Permit No. 2010-01 for the co-location of an antenna on an existing cellular tower if the following conditions were met for the following reasons:

Conditions of Approval:

1. Landscaping and screening shall be provided for the areas visible from Broadway which is in the Corridor Overlay District.

2. Provide structural/engineering calculations and information regarding the support structure that needs to be installed so that the tower will not fail with the addition of the proposed antennas.

Reasons for Approval:

1. The proposed co-location of an antenna would be in conformance with the current Unified Development Code with an approved conditional use permit.

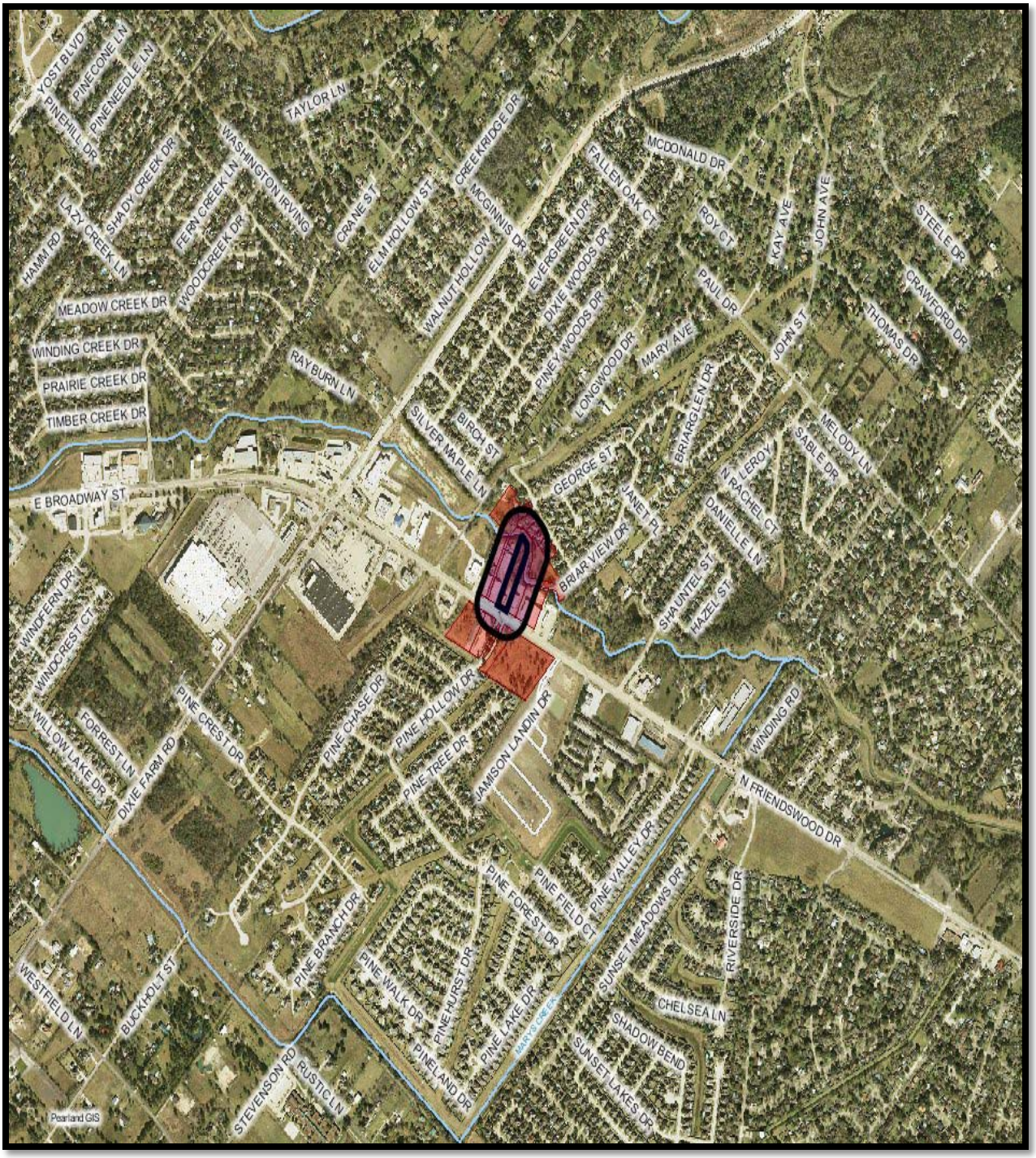
2. Although the GC Zoning is not in conformance with the future land use plan, the existing and surrounding uses are in conformance with the future land use plan.

3. There would be no significant negative impact on the surrounding neighborhood or existing uses.

4. The existing uses are commercial and in conformance with the current Unified Development Code.

SUPPORTING DOCUMENTS:

- Zone Change Application
- Vicinity Map
- Property Ownership Map
- Property Owner Notification List
- Zoning Map
- Future Land Use Plan
- Aerial Photograph
- Other Maps and Related Documents

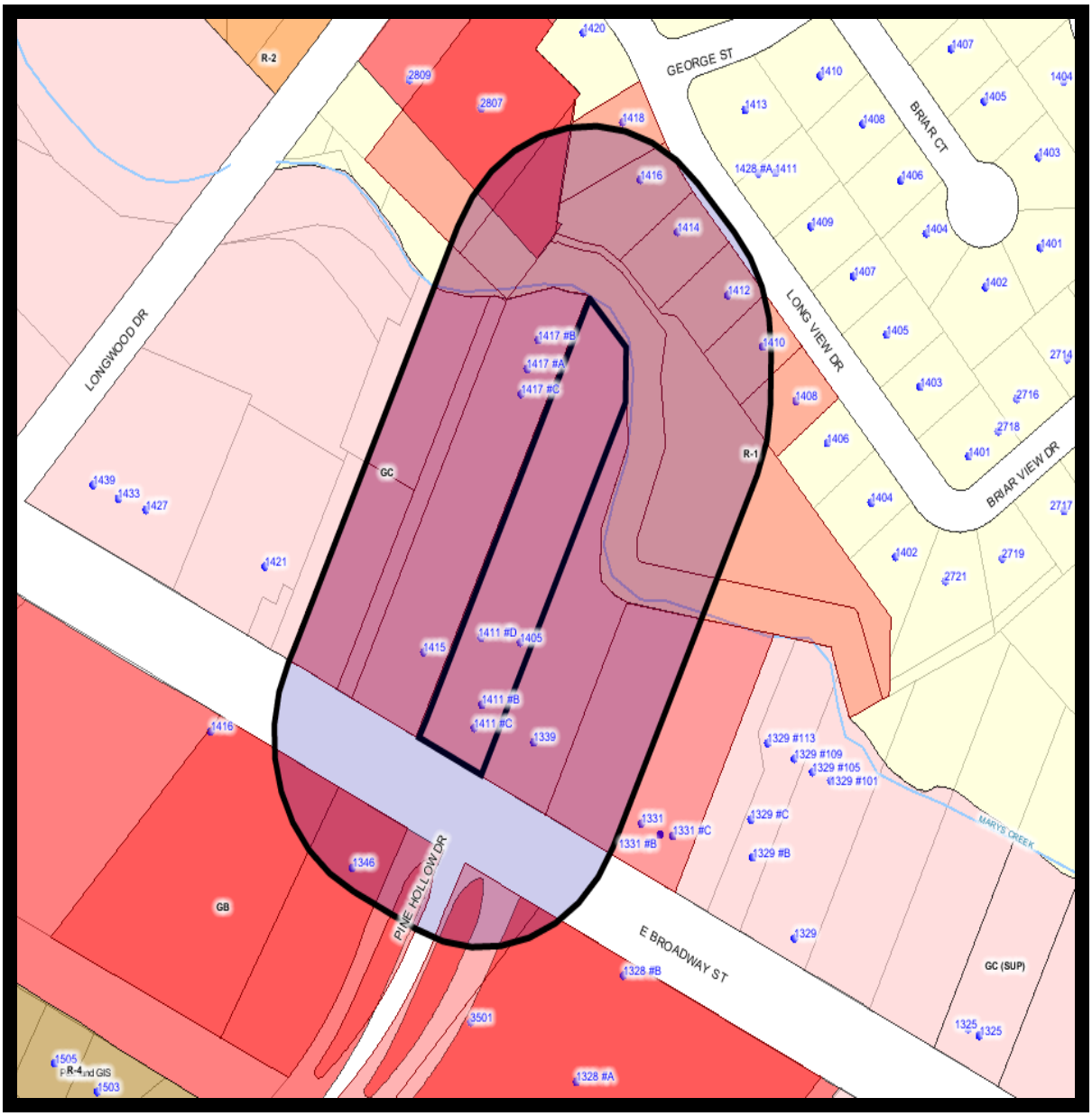


VICINITY MAP

CONDITIONAL USE PERMIT 2010-01

1411 BROADWAY , PEARLAND, TEXAS

↑
NORTH



ABUTTER MAP

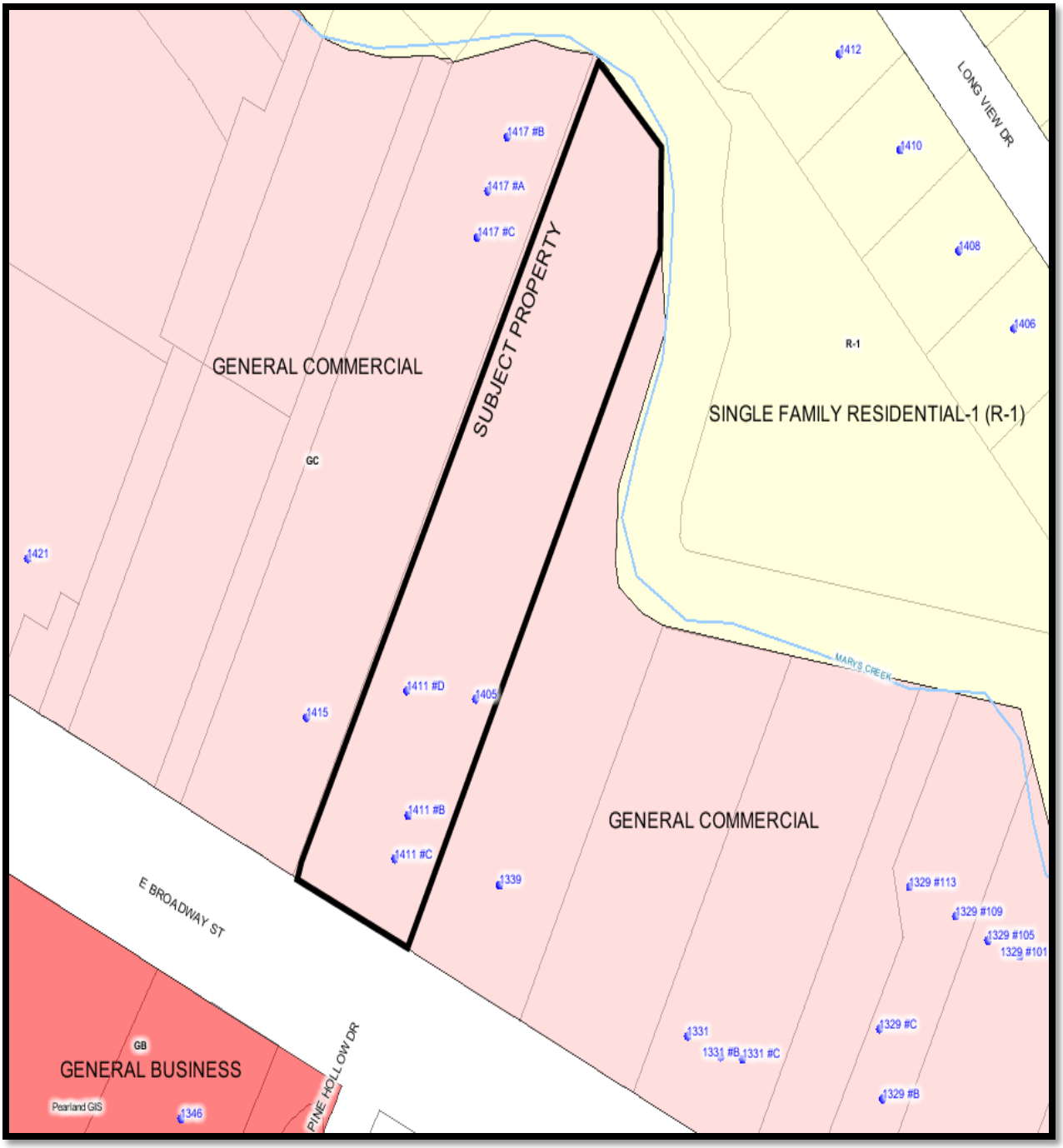
CONDITIONAL USE PERMIT 2010-01

1411 BROADWAY, PEARLAND, TEXAS

↑
NORTH

CUP APPLICATION NO. 2010-01
1411 BROADWAY
PROPERTY OWNERS NOTIFICATION LIST

AB PRODUCTS	PO BOX 1018	PEARLAND	TX	77588
BARNETT DRYWALL & SUPPLY	1331 BROADWAY ST	PEARLAND	TX	77581
BARNETT DRYWALL & SUPPLY	1331 BROADWAY ST	PEARLAND	TX	77581
BARNETT DRYWALL & SUPPLY	1331 BROADWAY ST	PEARLAND	TX	77581
BARNETT DRYWALL & SUPPLY	1331 BROADWAY ST	PEARLAND	TX	77581
BARNETT DRYWALL & SUPPLY	1331 BROADWAY ST	PEARLAND	TX	77581
BARNETT DRYWALL & SUPPLY	1331 BROADWAY ST	PEARLAND	TX	77581
BARNETT SANDRA	1331 BROADWAY ST	PEARLAND	TX	77581
DITTA VINCENT J & GLENDA E	1412 LONG VIEW DR	PEARLAND	TX	77581
DOSS NOLAN P JR	2809 LONGWOOD ST	PEARLAND	TX	77581
DOSS NOLAN P JR	2809 LONGWOOD ST	PEARLAND	TX	77581
EAGLE SUITES LLC	1301 PEPPER DR STE D	EL CAJON	CA	92021
FORRESTER JOE H & FONDA J	1418 LONG VIEW DR	PEARLAND	TX	77581
FROMME RANCE & STEPHANIE	1414 LONG VIEW DR	PEARLAND	TX	77581
GRAY LLOYD W & SHIRLEY	1416 LONG VIEW DR	PEARLAND	TX	77581
HOUSTON PINE HOLLOW ASSOC LTD	7373 E DOUBLETREE STE 225	SCOTTSDALE	AZ	85258
HOUSTON PINE HOLLOW ASSOC LTD	7373 E DOUBLETREE STE 225	SCOTTSDALE	AZ	85258
PINE HOLLOW HOMEOWNERS ASSOC			TX	0
SHANE BARBARA B	1410 LONG VIEW DR	PEARLAND	TX	77581
SOUTHWEST GUARANTY INVTRS LTD				0
TOWNSEND STEVE	1411 BROADWAY ST	PEARLAND	TX	77581
WILSON JOHN J & DOLORES K	1408 LONG VIEW DR	PEARLAND	TX	77581

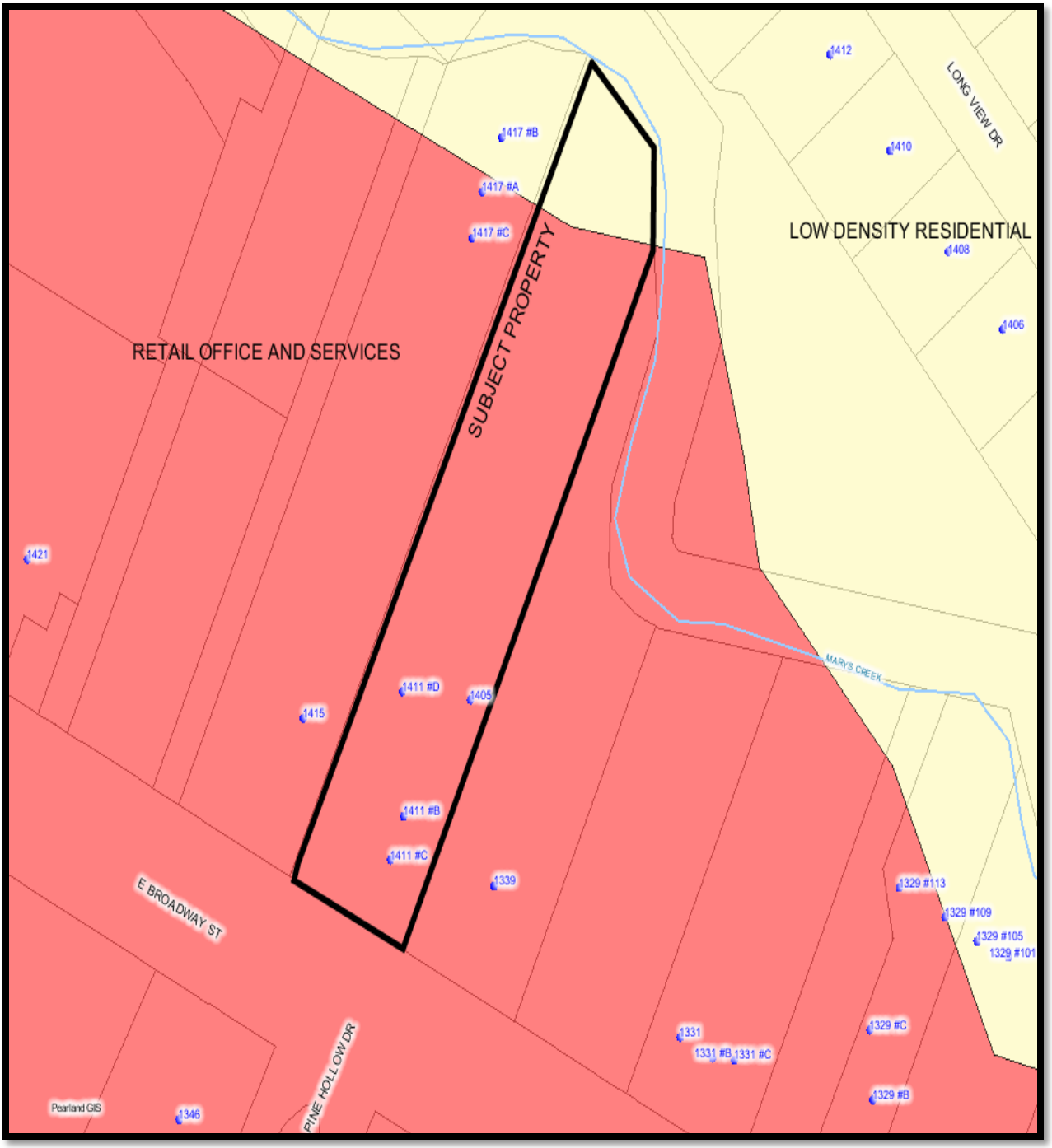


ZONING MAP

CONDITIONAL USE PERMIT 2010-01

1411 BROADWAY, PEARLAND, TEXAS

↑
NORTH

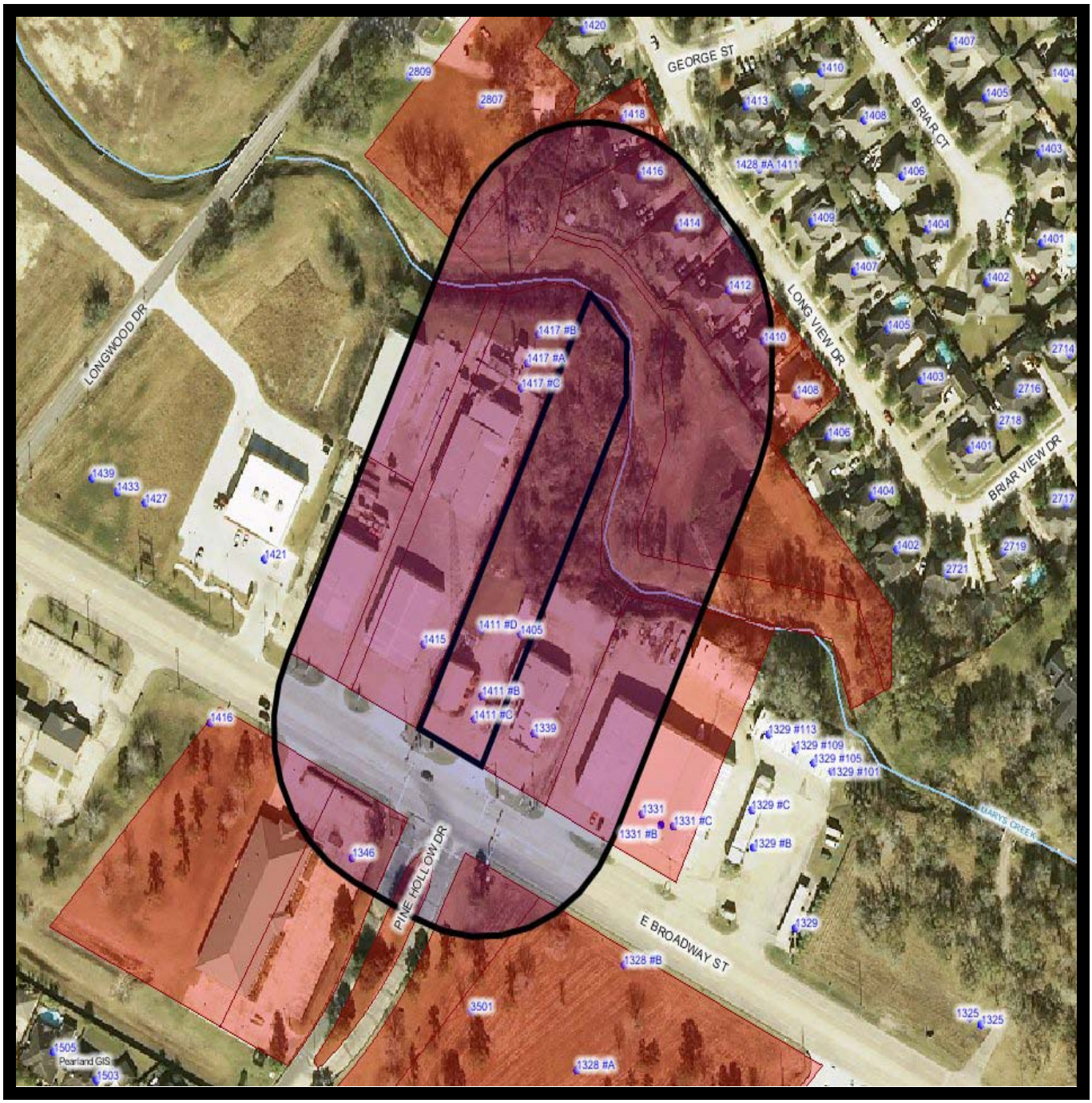


FUTURE LAND USE MAP

CONDITIONAL USE PERMIT 2010-01

1411 BROADWAY, PEARLAND, TEXAS

↑
NORTH



AERIAL MAP

CONDITIONAL USE PERMIT 2010-01

1411 BROADWAY, PEARLAND, TEXAS

↑
NORTH

Application for a

Conditional Use Permit

To the

City of Pearland

by

Clear Wire LLC

for

Collocation on an Existing Tower

Located at:

1411 Broadway
(Clearwire ID: TX-HOU0284)

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C. Site Development 62

FROM : THE MUSIC FACTORY PHONE NO. : 281 482 0100 Feb. 19 2010 01:25PM P1

APPLICATION FOR A CONDITIONAL USE PERMIT (CUP)

City of Pearland
Community Development
3523 Liberty Drive
(Community Center)
Pearland, Texas 77581
281-652-1768
281-652-1702 fax
www.cityofpearland.com

Conditional Use Permit Request for: Collocation of antenna and equipment on existing communications tower.
(list proposed use from the Table of Uses of the UDC)

Current Zoning District: GC - General Commercial

Property Information:

Address or General Location of Property: TX-HOU0284
1411 Broadway, Pearland, TX 77581

Tax Account No. 219007

Subdivision: Jenkins (A0111) Lot: 6 Block:

A complete application must include all information shown on the Application Checklist attached to this application.

PROPERTY OWNER INFORMATION:

NAME Steve Townsend
ADDRESS 2400 N. Hwy 35 Bypass
CITY Alvin STATE TX ZIP 77511
PHONE(713) 482-0100
FAX( )
E-MAIL ADDRESS

APPLICANT INFORMATION:

NAME Clear Wireless, LLC
ADDRESS 3300 Carillion Point
CITY Kirkland STATE WA ZIP 98033
PHONE(281) 580-4100
FAX(281) 580-4108
E-MAIL ADDRESS blake.griggs@powderriverdev.com

*Property owner must be the current owner of the property at the time of submittal of the application, and not the party that has the property under contract.

As owner and applicant, I hereby request approval of the above described request as provided for by the Unified Development Code of the City of Pearland.

Owner's Signature: Steve Townsend Date: 2/19/10

Agent's Signature: Blake Griggs Date: 2/15/2010

OFFICE USE ONLY:

FEES PAID:	DATE PAID:	RECEIVED BY:	RECEIPT NUMBER:

Application No.

Contact Information

Tower Owner

Tower Ventures / GTP
Monty Prewit – Regional Manager
(512) 992-5361
mprewit@gtpsites.com

Property Owner

Steve C. Townsend
1411 Broadway
Pearland, TX
281-482-0100

Applicant

Clear Wire
Mike Brogan - Director
3800 Buffalo Speedway, Suite 200
Houston, TX 77069
(214) 395-8702
mike.brogan@clearwire.com

Agent for Applicant

Powder River Development
Blake Griggs - Real Estate Manager
13131 Champions Drive, Suite 208
Houston, TX 77069
713-261-5357
Blake.Griggs@PowderRiverDev.com

Exhibit A-1

Metes and Bounds Description of Property

Metes & Bounds Legal Description

Being a 1.24 acre (53,811 square feet) parcel situated in the Perry & Austin League, Abstract 111, Brazoria County, Texas, and being all of a called 1.2438 acre tract conveyed to Steve C. Townsend by Deed recorded under Volume 1441, Page 979 of the Brazoria County Official Public Records, said 1.24 acre parcel more particularly described by metes and bounds as follows with all bearings based on the Texas State Plane Coordinate System, South Central Zone;

BEGINNING, at a 5/8–inch iron rod set with cap (stamped "4833 Town & Country"), in the northeast right–of–way line of East Broadway Street – F.M. 518 (called 100 feet wide – Volume 2, Page 20, Brazoria County Map Records) for the most southerly corner of a called 1.6819 acre tract ("Tract 3"), conveyed to Barnett Drywall & Supply Company by Deed recorded under Clerk's File No. 94–013007 of the Brazoria County Official Public Records of Real Property, and the most westerly corner of said 1.2438 acre tract, for the most westerly corner of the herein described parcel, from which an "X" found in concrete bears North 62°54'20" West, 129.69 feet;

THENCE, North 26°52'34" East (called North 29°57'20" East), passing at a distance of 541.75 feet a 1/2–inch iron rod found along the southeasterly line of said 1.6819 acre tract, and the northwesterly line of said 1.2438 acre, continuing for a total distance of 576.76 feet to a point in Mary's Creek, in the westerly line of the Final Plat of Briarglen Sect. 3 according to the map or plat thereof recorded under Volume 19, Page 483 of the Brazoria County Map Records, for the easterly most corner of said 1.6819 acre tract, for the most northerly corner of said 1.2438 acre tract and the herein described parcel;

THENCE, along the westerly line of said Briarglen Sect. 3, and the northerly line of said 1.2438 acre tract, along the meanders of said Mary's Creek the following courses and distances:

South 35°46'19" East, 68.84 feet;
South 10°27'48" West, 33.86 feet;
South 10°47'33" East, 47.93 feet to a point for the most northerly corner of a called 0.7566 acre tract conveyed to AB Products by Deed recorded under Clerk's File No. 95–009656 of the Brazoria County Official Public Records of Real Property, for the most easterly corner of said 1.2438 acre tract, and the herein described parcel;

THENCE, South 26°52'34" West (called South 29°57'20" West, passing at a distance 24.98 feet a 1/2–inch iron rod found along the northwesterly line of said 0.7566 acre tract, and the southeasterly line of said 1.2438 acre tract, continuing for a total distance of 474.57 feet to an "X" set in concrete in the northeasterly right–of–way line of East Broadway Street, for the most westerly corner of said 0.7566 acre tract, for the most southerly corner of said 1.2483 acre tract and the herein described parcel, from which a 1/2–inch iron rod found bears South 62°54'20" East, 98.87 feet;

THENCE, North 63°12'20" West (called North 60°20'40" West), 100.00 feet along the northeasterly right–of–way line of said East Broadway Street, and the southwesterly line of said 1.2438 acre tract to the POINT OF BEGINNING, CONTAINING 1.24 acre (53,811 square feet) of land in Brazoria County, Texas.

Exhibit A-2

Plat of Property

1.24 ACRE
(53,811 SQ. FT.)
IN THE
PERRY & AUSTIN LEAGUE, A-111
BRAZORIA COUNTY, TEXAS

Being a 1.24 acre (53,811 square feet) parcel situated in the Perry & Austin League, Abstract 111, Brazoria County, Texas, and being all of a called 1.2438 acre tract conveyed to Steve C. Townsend by Deed recorded under Volume 1441, Page 979 of the Brazoria County Official Public Records, said 1.24 acre parcel more particularly described by metes and bounds as follows with all bearings based on the Texas State Plane Coordinate System, South Central Zone;

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THENCE, along the westerly line of said Briarglen Sect. 3, and the northerly line of said 1.2438 acre tract, along the meanders of said Mary's Creek the following courses and distances:
South 35°46'19" East, 68.84 feet;
South 10°27'48" West, 33.86 feet;
South 10°47'33" East, 47.93 feet to a point for the most northerly corner of a called 0.7566 acre tract conveyed to AB Products by Deed recorded under Clerk's File No. 95–009656 of the Brazoria County Official Public Records of Real Property, for the most easterly corner of said 1.2438 acre tract, and the herein described parcel;

THENCE, South 26°52'34" West (called South 29°57'20" West, passing at a distance 24.98 feet a 1/2-inch iron rod found along the northwesterly line of said 0.7566 acre tract, and the southeasterly line of said 1.2438 acre tract, continuing for a total distance of 474.57 feet to an "X" set in concrete in the northeasterly right-of-way line of East Broadway Street, for the most westerly corner of said 0.7566 acre tract, for the most southerly corner of said 1.2483 acre tract and the herein described parcel, from which a 1/2-inch iron rod found bears South 62°54'20" East, 98.87 feet;

THENCE, North 63°12'20" West (called North 60°20'40" West), 100.00 feet along the northeasterly right-of-way line of said East Broadway Street, and the southwesterly line of said 1.2438 acre tract to the POINT OF BEGINNING, CONTAINING 1.24 acre (53,811 square feet) of land in Brazoria County, Texas.

General Notes

1. The surveyor has not abstracted the site. This survey relies on the title search from Texas Abstract Services (Control No. 16364) effective date of January 11, 2010.

2. The professional service reflected on this plat of survey is provided in connection with the transaction anticipated by the title search referenced and dated above; it is not to be used for any other purpose.

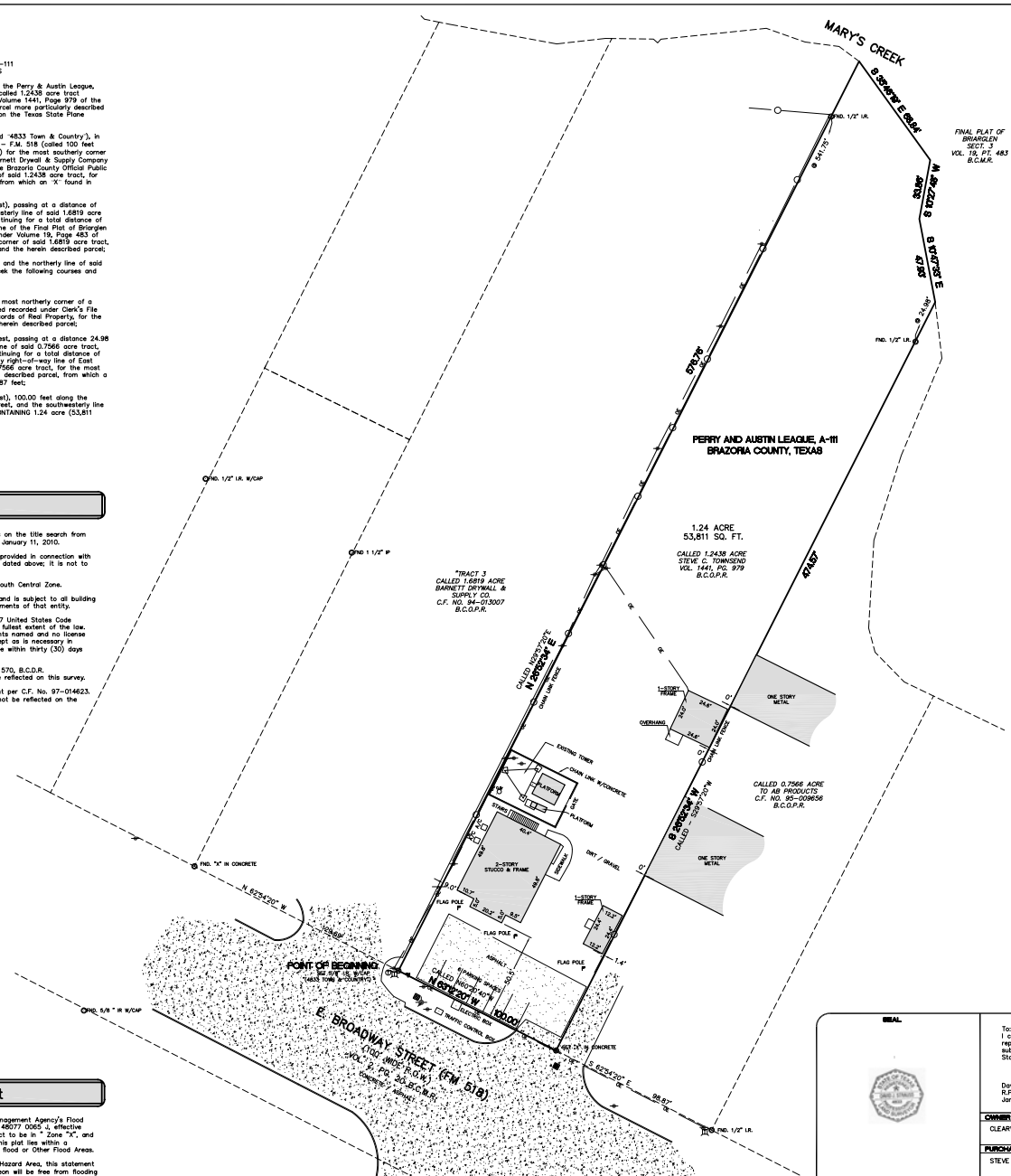
3. Bearings based on Texas State Plane Coordinate System, South Central Zone.

4. Property lies within the city limits of the City of Pearland and is subject to all building setbacks, platting requirements and other development requirements of that entity.

5. This original work is protected under copyright laws, Title 17 United States Code Sections 101 and 102. All violators will be prosecuted to the fullest extent of the law. This survey is being provided solely for the use of the recipients named and no license has been created, express or implied, to copy the survey except as is necessary in conjunction with the original transaction, which shall take place within thirty (30) days from the date adjacent to the signature line herein.

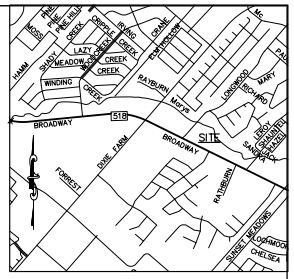
6. Subject to right-of-way easement per Volume 512, Page 570, B.C.D.R. Right-of-way easement is blanket in nature and could not be reflected on this survey.

7. Subject to PCS Site Agreement Memorandum of Agreement per C.F. No. 97–014623. Easement and lease area's descriptions are vague and could not be reflected on the survey.



LEGEND

FENCES
BARBED WIRE
CHAIN LINK
WOOD
STOCKADE
ELECTRIC
POWER POLE
LIGHT POLE
BOX
OVERHEAD LINE
UNDERGROUND L.
STORM SEWER
GRATE INLET
D INLET
MANHOLE
SAN SEWER
MANHOLE
PIPING
CLEANOUT
WATER
VALVE
METER
FIREHYDRANT
GAS
VALVE
METER
TELEPHONE
MANHOLE
PEDESTAL
CABLE TV
BOX
PIPELINE MARKER
PROPERTY MARKER
UNDERGROUND CABLE



VICINITY MAP
N.T.S.

GRAPHIC SCALE
30 0 30 60
(IN FEET)
1 inch = 30 ft.

Legal Description

BOUNDARY SURVEY
OF
1.24 ACRE - 53,811 SQ. FT.
IN THE
PERRY & AUSTIN LEAGUE, A-111
BRAZORIA COUNTY, TEXAS

DATE	REVISION-DESCRIPTION	BY	CHECKED

Flood Statement

Flood Statement: I have examined the Federal Emergency Management Agency's Flood Insurance Rate Map for Brazoria County, Texas, Map Number 48077 0065 J, effective date of September 22, 1999, and the map indicates this tract to be in "Zone "X", and "Zone "AE", determined to be inside 100 year flood plain"; This plat lies within a designated Special Flood Hazard Area, inundated by 100 year flood or Other Flood Areas.

Warning: If this site is not within an identified Special Flood Hazard Area, this statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This determination has been made by scaling the property on the referenced map and is not the result of an elevation survey. This flood statement shall not create liability on the part of the surveyor.

SEAL

SURVEYOR CERTIFICATION
To: BC Architects and Clearwire Houston
I certify that this survey was made on the ground, that this plat correctly represents the facts found at the time of survey and that this professional service substantially conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 3 Survey.

David J. Strauss
R.P.L.S. 4833
January 14, 2010

David J. Strauss

OWNER	FIELD BOOK	184
CLEARWIRE HOUSTON	FIELD WORK	DF
	DATE	1/14/10
	DRAFTING	RWO
PURCHASER	DATE	1/16/10
STEVE C. TOWNSEND	CHECKED	RS
	DATE	1/16/10
	MTGE. CO.	
ADDRESS	TITLE CO.	TEXAS ABSTRACT SERVICES
1411 BROADWAY	G.F. NO.	16364
PEARLAND, TEXAS 77581	SCALE	1"=30'
	KEY MAP	
	JOB. NO.	2027–0001

TOWN & COUNTRY SURVEYORS, LLC
25307 NORTH FREEWAY, SUITE 100
THE WOODLANDS, TX 77380
(281)465–8730
FAX (281)465–8731
SHEET 1 OF 1

Exhibit B

Parcel Map from city website

City Parcel Map

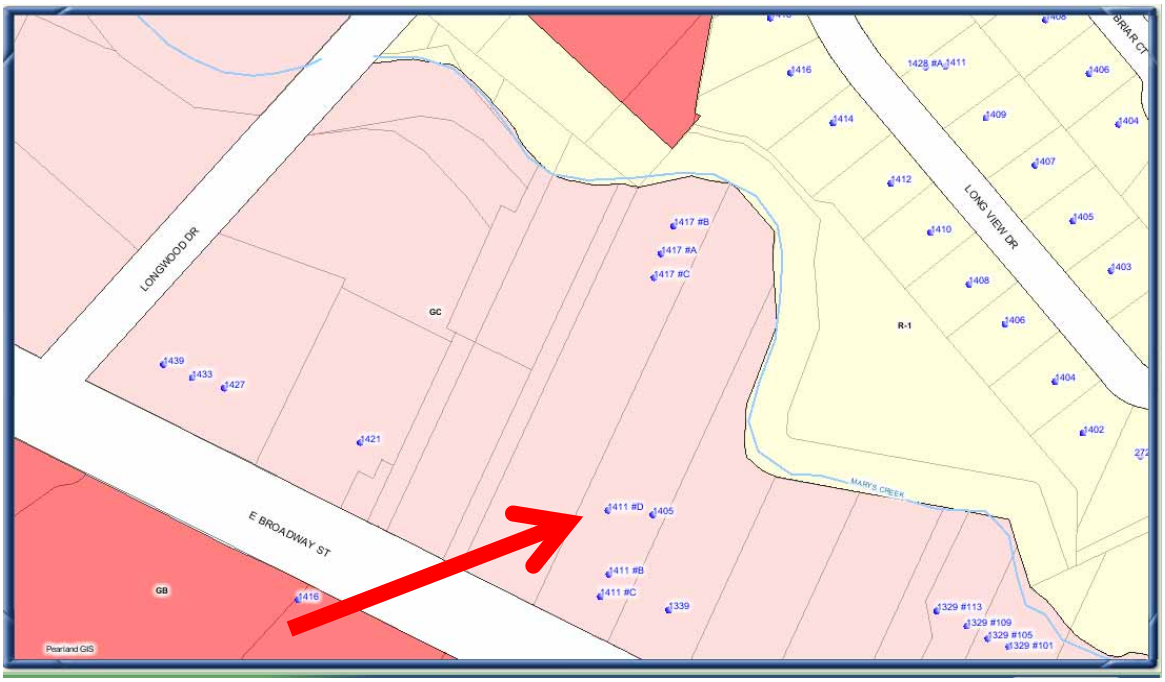


Exhibit C

Letter of Intent

CLEAR

4400 Carillon Point
Kirkland, WA 98033

p: 425-216-7600
f: 425-216-7900

www.clear.com

Monday, February 15, 2010

City of Pearland Community Development
3523 Liberty Dr
Pearland, TX 77581
Attn: Angela Gantuah

RE: Letter of Intent for CUP Application HOU0284

Ms. Gantuah:

Powder River Development has been contracted by Clear Wireless, LLC to manage the development of its network in the Houston area. Based on the PreDevelopment Meeting we had on 12-16-2009, I am filing for a Conditional Use Permit (CUP) for co-locating antennas and related ground equipment on an existing tower located at 1411 Broadway, Pearland, TX 77581.

Our ground space is limited to a 7'x7' area with several small equipment cabinets, mounted on an elevated platform instead of a concrete slab. We will be adding one additional array of antennas to the tower. The only utilities involved in this proposal are telephone and electricity.

Our current proposal does not include:

- Increased tower height
- Additional ground space to the compound
- Impervious ground cover
- Removal of any trees

If you have any questions, I can be reached at 713-261-5357.

Sincerely,

Blake Griggs
Powder River Real Estate Manager
ClearWire Project Houston
Blake.Griggs@PowderRiverDev.com
281-580-4100 (office)
281-580-4108 (fax)
713-261-5357 (cell)

Exhibit D

Site Plan

Full set of Construction Drawings to be submitted for Building Permit

General Notes

1. The surveyor has not abstracted the site. This survey relies on the title search from Texas Abstract Services (Control No. 16364) effective date of January 11, 2010.

2. The professional service reflected on this plat of survey is provided in connection with the transaction anticipated by the title search referenced and dated above; it is not to be used for any other purpose.

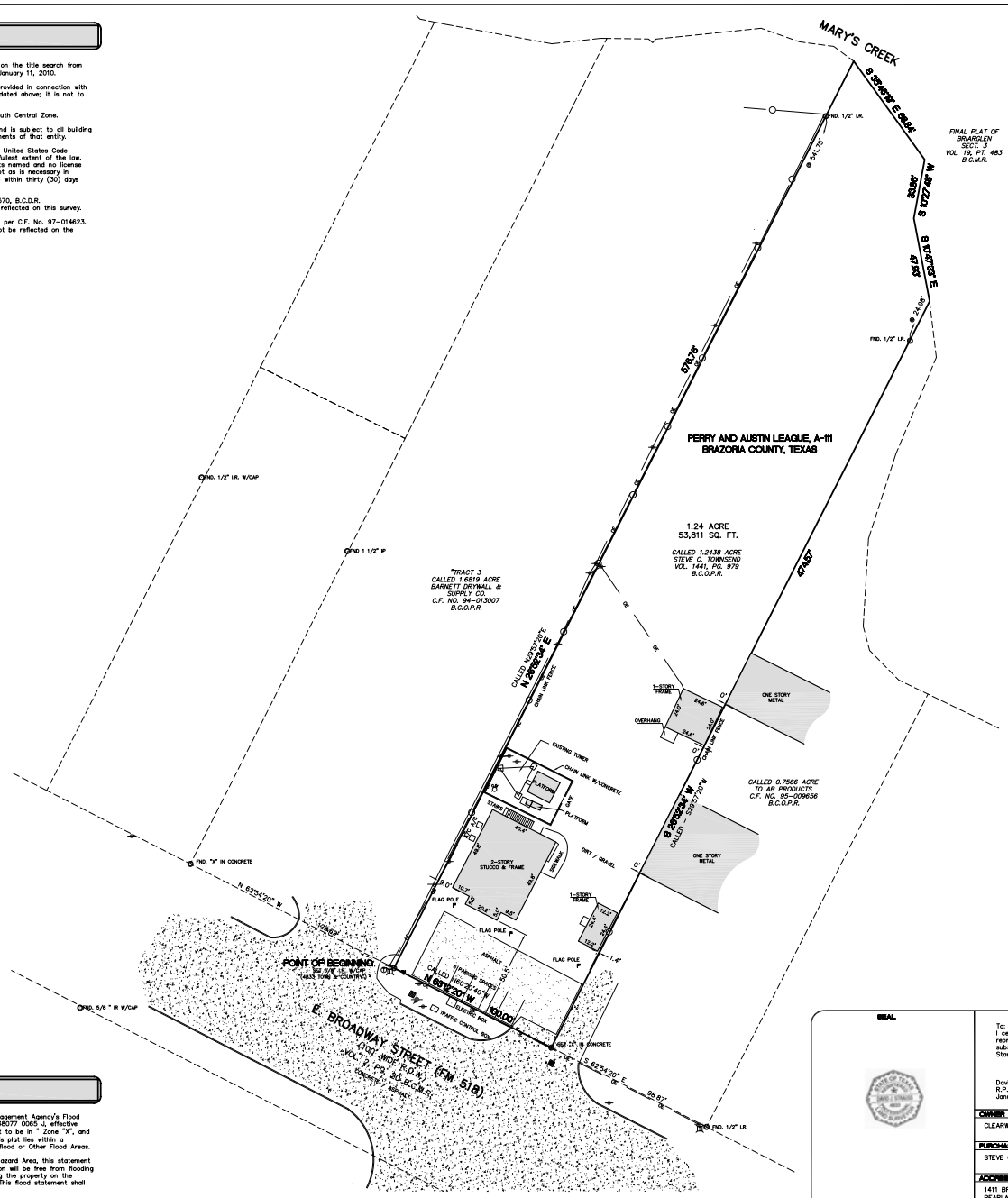
3. Bearings based on Texas State Plane Coordinate System, South Central Zone.

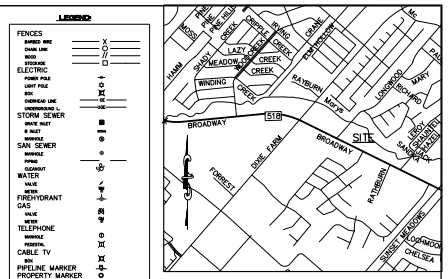
4. Property lies within the city limits of the City of Pearland and is subject to all building setbacks, platting requirements and other development requirements of that entity.

5. This original work is protected under copyright laws, Title 17 United States Code Sections 101 and 102. All violators will be prosecuted to the fullest extent of the law. This survey is being provided solely for the use of the recipients named and no license has been created, express or implied, to copy the survey except as is necessary in conjunction with the original transaction, which shall take place within thirty (30) days from the date adjacent to the signature line herein.

6. Subject to right-of-way easement per Volume 512, Page 570, B.C.D.R. Right-of-way easement is blanket in nature and could not be reflected on this survey.

7. Subject to PCS Site Agreement Memorandum of Agreement per C.F. No. 97-014623. Easement and lease area's descriptions are vague and could not be reflected on the survey.





VICINITY MAP
N.T.S.

LEGEND

FENCES	
BARBED WIRE	X
CHAIN LINK	O
WOOD	//
STOCKADE	
ELECTRIC	
POWER POLE	
LIGHT POLE	
BOX	
OVERHEAD LINE	
UNDERGROUND L.	
STORM SEWER	
GRATE INLET	
D INLET	
MANHOLE	
SAN SEWER	
MANHOLE	
PIPING	
CLEANOUT	
WATER	
VALVE	
METER	
FIREHYDRANT	
GAS	
VALVE	
METER	
TELEPHONE	
MANHOLE	
PEDESTAL	
CABLE TV	
BOX	
PIPELINE MARKER	
PROPERTY MARKER	
UNDERGROUND CABLE	

GRAPHIC SCALE

30 0 30 60

(IN FEET)
1 inch = 30 ft.

SITE PLAN
OF
1.24 ACRE - 53,811 SQ. FT.
IN THE
PERRY & AUSTIN LEAGUE, A-111
BRAZORIA COUNTY, TEXAS

DATE	REVISION-DESCRIPTION	BY	CHECKED

Flood Statement

Flood Statement: I have examined the Federal Emergency Management Agency's Flood Insurance Rate Map for Brazoria County, Texas, Map Number 48077 0065 J, effective date of September 22, 1999, and the map indicates this tract to be in " Zone "X", and "Zone "AE", determined to be inside 100 year flood plain"; This plat lies within a designated Special Flood Hazard Area, inundated by 100 year flood or Other Flood Areas.

Warning: If this site is not within an identified Special Flood Hazard Area, this statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This determination has been made by scaling the property on the referenced map and is not the result of an elevation survey. This flood statement shall not create liability on the part of the surveyor.

SEAL

SURVEYOR CERTIFICATION

To: BC Architects and Clearwire Houston
I certify that this survey was made on the ground, that this plat correctly represents the facts found at the time of survey and that this professional service substantially conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 3 Survey.

David J. Strauss
R.P.L.S. 4833
January 14, 2010

David J Strauss

OWNER	FIELD BOOK	184
CLEARWIRE HOUSTON	FIELD WORK	DF
	DATE	1/14/10
	DRAFTING	RWG
PURCHASER	DATE	1/16/10
STEVE C. TOWNSEND	CHECKED	RS
	DATE	1/16/10
	MTGE. CO.	
ADDRESS	TITLE CO.	TEXAS ABSTRACT SERVICES
1411 BROADWAY	G.F. NO.	16364
PEARLAND, TEXAS 77581	SCALE	1"=30'
	KEY MAP	
	JOB. NO.	2027-0001

TOWN & COUNTRY SURVEYORS, LLC
25307 NORTH FREEWAY, SUITE 100
THE WOODLANDS, TX 77380
(281)465-8730
FAX (281)465-8731
SHEET 1 OF 1

Exhibit E

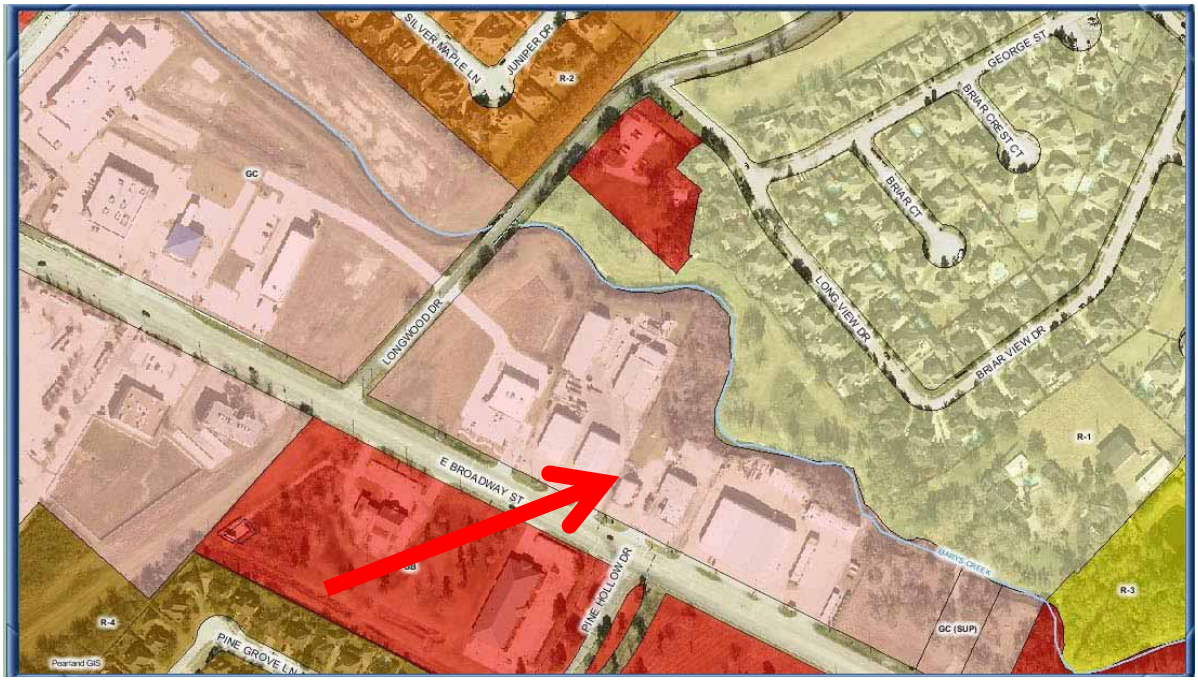
Acknowledgement of Posting

To be submitted upon actual posting

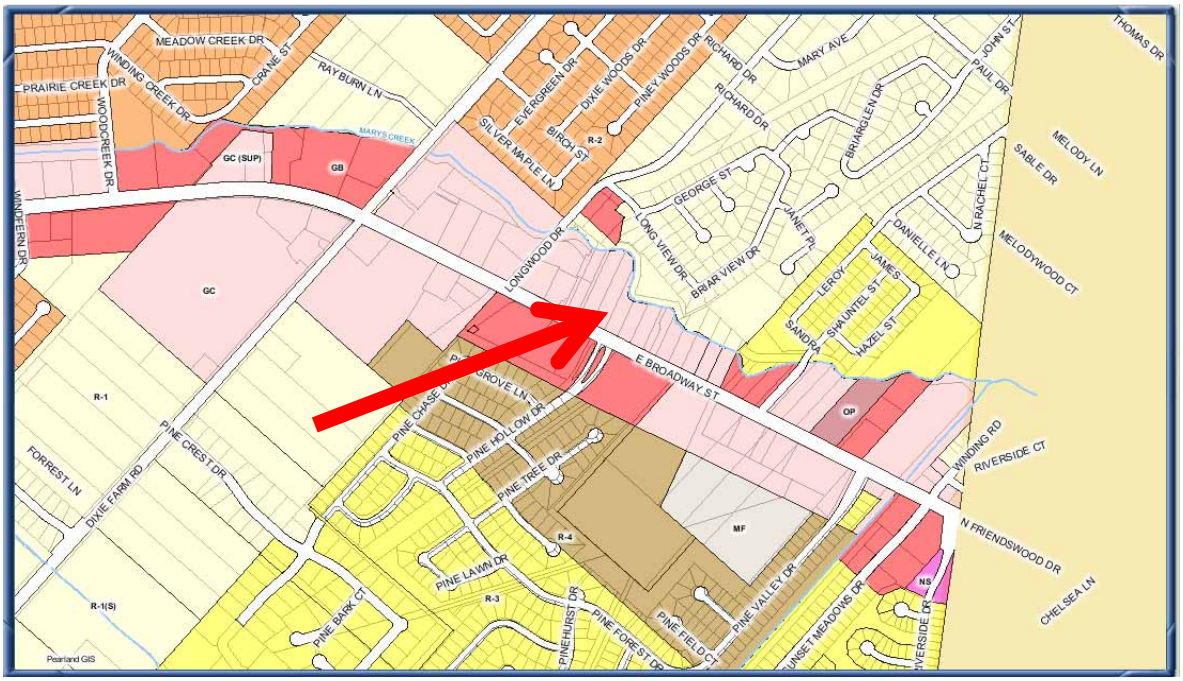
Supplemental A

Maps

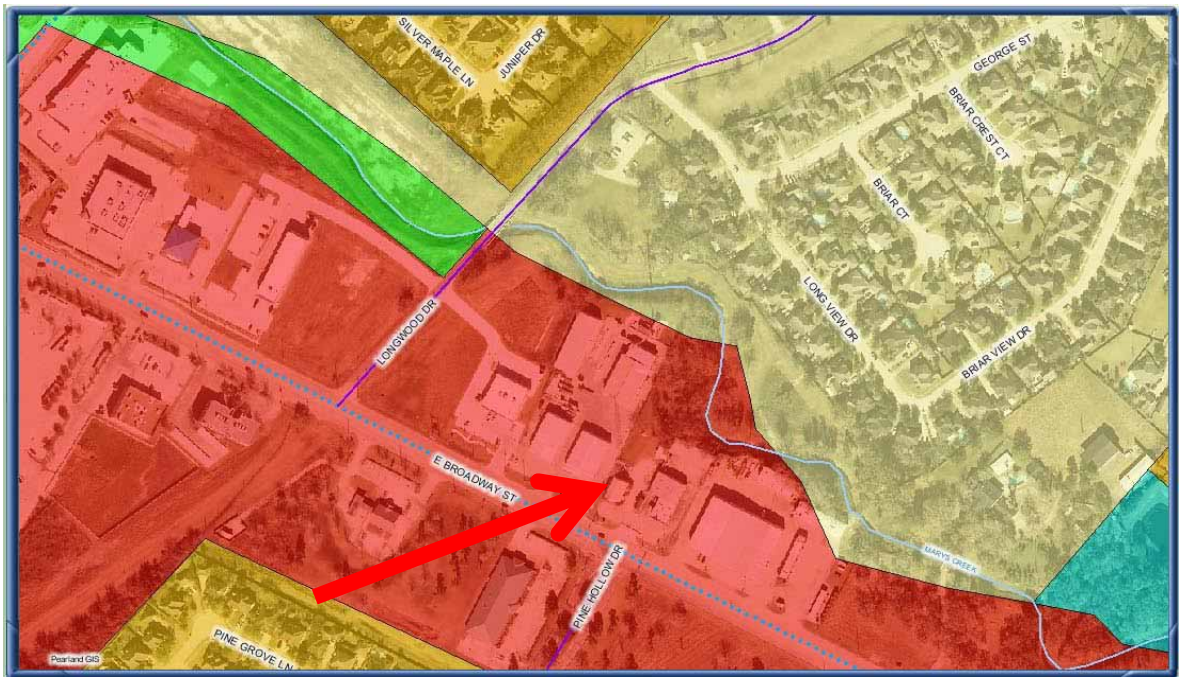
Zoning Map



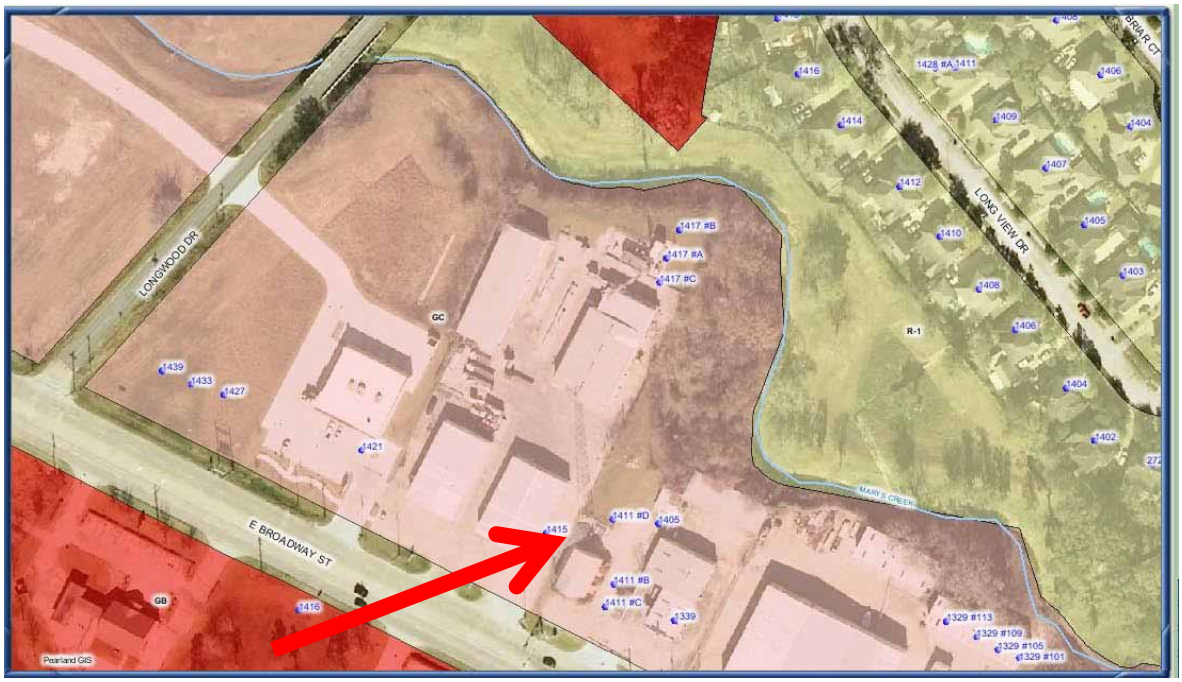
Zoning Overview



Land Use with Aerial



Zoning Map with Address Points



Satellite Image

Enlarged Satellite Image

Supplement B

Photos

Site Photos

Looking towards site

Looking towards site

Site Photos

Close up of compound

From compound looking out

Supplement C

Property Records

Brazoria CAD

Property Search Results > 219007 TOWNSEND STEVE for Year 2010

Property

Account

Property ID:	219007	Legal Description:	JENKINS (A0111 PERRY & AUSTIN)(PEARLAND) , LOT 6, ACRES 1.240
Geographic ID:	5411-0045-117	Agent Code:	
Type:	Real		

Location

Address:	1411 E BROADWAY FM 518 PEARLAND, TX 77581	Mapsco:	
Neighborhood:	COMM ACCTS	Map ID:	
Neighborhood CD:	COMM		

Owner

Name:	TOWNSEND STEVE	Owner ID:	70417
Mailing Address:	1411 BROADWAY ST PEARLAND, TX 77581-6307	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	N/A		
(+) Improvement Non-Homesite Value:	+	N/A		
(+) Land Homesite Value:	+	N/A		
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value	
(+) Agricultural Market Valuation:	+	N/A		N/A
(+) Timber Market Valuation:	+	N/A		N/A

(=) Market Value:	=	N/A		
(–) Ag or Timber Use Value Reduction:	–	N/A		

(=) Appraised Value:	=	N/A		
(–) HS Cap:	–	N/A		

(=) Assessed Value:	=	N/A		

Taxing Jurisdiction

Owner: TOWNSEND STEVE
% Ownership: 100.0000000000%
Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	BRAZORIA COUNTY APPRAISAL DISTRICT	N/A	N/A	N/A	N/A
CPL	CITY OF PEARLAND	N/A	N/A	N/A	N/A
DR4	BRAZORIA COUNTY DRAINAGE DISTRICT #4 (PEARLAND)	N/A	N/A	N/A	N/A
GBC	BRAZORIA COUNTY	N/A	N/A	N/A	N/A
RDB	ROAD & BRIDGE FUND	N/A	N/A	N/A	N/A
SPL	PEARLAND INDEPENDENT SCHOOL DISTRICT	N/A	N/A	N/A	N/A
	Total Tax Rate:	N/A			
				Taxes w/Current Exemptions:	N/A
				Taxes w/o Exemptions:	N/A

Improvement / Building

Improvement #1: Commercial **State Code:** F1 **Living Area:** 2568.0 sqft **Value:** N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
353	RETAIL STORE	D		1980	2568.0

Improvement #2: Misc Imp **State Code:** F1 **Living Area:** sqft **Value:** N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
YPA1	ASPHALT PAVING	*		1983	1123.0

Improvement #3:	Misc Imp	State Code:	F1	Living Area:	sqft	Value:	N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
YRS1	FRAME STORAGE BLDG	*		1978	288.0

Improvement #4:	Misc Imp	State Code:	F1	Living Area:	sqft	Value:	N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
YRS1	FRAME STORAGE BLDG	*		1978	576.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	S1	PRIMARY SITE	0.5000	21780.00	0.00	0.00	N/A	N/A
2	S2	SECONDARY SITE	0.7400	32234.00	0.00	0.00	N/A	N/A

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2010	N/A	N/A	N/A	N/A	N/A	N/A
2009	$85,390	$56,450	0	141,840	$0	$141,840
2008	$88,590	$56,450	0	145,040	$0	$145,040
2007	$88,590	$56,450	0	145,040	$0	$145,040
2006	$108,380	$56,850	0	165,230	$0	$165,230
2005	$19,500	$42,340	0	61,840	$0	$61,840
2004	$21,120	$42,340	0	63,460	$0	$63,460
2003	$22,530	$27,010	0	49,540	$0	$49,540
2002	$21,190	$40,510	0	61,700	$0	$61,700
2001	$27,250	$34,000	0	61,250	$0	$61,250

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page

Questions Please Call (979) 849-7792

This year is not certified and ALL values will be represented with "N/A".

Website version: 1.2.2.2

Database last updated on: 2/8/2010 8:45 PM

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Privacy Notice

This site only supports Internet Explorer 6+, Netscape 7+ and Firefox 1.5+.

Brazoria CAD

Property Search Results > 617515 T-MOBILE USA for Year 2010

Property

Account

Property ID:	617515	Legal Description:	CELL SITE EQUIPMENT
Geographic ID:	8700-0140-158	Agent Code:	ID:1027736
Type:	Personal		

Location

Address:	1411 BROADWAY TX	Mapsco:	
Neighborhood:		Map ID:	
Neighborhood CD:			

Owner

Name:	T-MOBILE USA	Owner ID:	1036636
Mailing Address:	12920 SE 38TH ST BELLEVUE, WA 98006-7305	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	N/A		
(+) Improvement Non-Homesite Value:	+	N/A		
(+) Land Homesite Value:	+	N/A		
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value	
(+) Agricultural Market Valuation:	+	N/A		N/A
(+) Timber Market Valuation:	+	N/A		N/A

(=) Market Value:	=	N/A		
(–) Ag or Timber Use Value Reduction:	–	N/A		

(=) Appraised Value:	=	N/A		
(–) HS Cap:	–	N/A		

(=) Assessed Value:	=	N/A		

Taxing Jurisdiction

Owner: T-MOBILE USA
% Ownership: 100.0000000000%
Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	BRAZORIA COUNTY APPRAISAL DISTRICT	N/A	N/A	N/A	N/A
CPL	CITY OF PEARLAND	N/A	N/A	N/A	N/A
DR4	BRAZORIA COUNTY DRAINAGE DISTRICT #4 (PEARLAND)	N/A	N/A	N/A	N/A
GBC	BRAZORIA COUNTY	N/A	N/A	N/A	N/A
RDB	ROAD & BRIDGE FUND	N/A	N/A	N/A	N/A
SPL	PEARLAND INDEPENDENT SCHOOL DISTRICT	N/A	N/A	N/A	N/A
	Total Tax Rate:	N/A			
				Taxes w/Current Exemptions:	N/A
				Taxes w/o Exemptions:	N/A

Improvement / Building

No improvements exist for this property.

Land

No land segments exist for this property.

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2010	N/A	N/A	N/A	N/A	N/A	N/A
2009	$0	$0	0	85,090	$0	$85,090

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page

Questions Please Call (979) 849-7792

This year is not certified and ALL values will be represented with "N/A".

Website version: 1.2.2.2

Database last updated on: 2/8/2010 8:45 PM

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Supplement D

Structural Analysis

GTP
GLOBAL TOWER Services

Structural Analysis Report

150 ft. Self Support Tower

1411 East Broadway, Pearland, TX 77581
Brazoria County
(TX-5434, FM 2351)

Clearwire LLC
Clearwire Site Number: TX-HOU0284
Clearwire Site Name: GTP TX-5434

Prepared by:

Global Tower Services, LLC
Michael T. De Boer, P.E.
Director of Structural Engineering

June 25, 2009

750 Park of Commerce Boulevard • Suite 300 • Boca Raton, FL 33487-3612
Phone 605.422.1548 • Fax 605.422.1550 • www.gtpsites.com

Global Tower Services, LLC
June 25, 2009
FM 2351
TX-5434

Table of Contents

Introduction.....3

Description of Structure.....3

Design Parameter.....3

Antenna Loading Information.....4

Analysis Results.....4 - 5

Analysis Summary and Conclusions.....5

Standard Conditions.....6

Disclaimer of Warranties.....7

Appendix A - Tower Profile.....Attached

Appendix B - Calculations.....Attached

Global Tower Services, LLC
June 25, 2009
FM 2351
TX-5434

INTRODUCTION

We have completed the structural analysis for the existing 150 ft. self support tower located in Brazoria County (1411 East Broadway, Pearland), TX. The objective of the analysis is to determine if the existing self support tower design is in conformance / compliance with the current codes and standards for the proposed equipment installation.

TSTower written by TowerSoft was utilized in performing the analysis. This program is a commercially available software program which was used to create a non-linear three-dimensional beam model and calculate member stresses for various loading conditions.

DESCRIPTION OF STRUCTURE

The existing structure is a 150 ft. self support tower. The original tower manufacturer is Rohn Industries, Peoria, IL. The existing structure consists of eight (8) sections with pipe legs and angle bracing.

A tower mapping provided by High Maintenance Tower Company and by Tower Engineering Professionals were used to model the tower steel. (April 7, 2009, TEP No. 091554, June 16, 2009) The tower legs are considered to be manufactured from 50 ksi steel, the diagonals and horizontals are considered to be 36 ksi and the bolts are A325X.

The self support tower, for the purpose of analysis, is considered to be in good condition with no defects.

DESIGN PARAMETERS

- Standard:	ANSI/TIA-222-F-1996
- Basic Wind Speed:	100 mph (fastest mile)
	120 mph (3-sec gust)
- Serviceability Wind Speed:	50 mph (fastest mile)
- Basic Wind Speed with Ice:	N/A
- Design Ice Thickness:	0.00 (inch)
- Allowable Stress Increase:	1/3 for wind loading conditions

Global Tower Services, LLC
June 25, 2009
FM 2351
TX-5434

ANTENNA LOADING INFORMATION

Existing and Reserved Loading Information

Antenna Description/Mount	Qty	Elev. (ft.)	TX Lines	Qty	Customer
APXV18-206517LS / Sector Frames	9	130	7/8"	18	T-Mobile
ATMAP1412D-1A20 / Sector Frames	6	130			T-Mobile

Proposed Loading Information

Antenna Description/Mount	Qty	Elev. (ft.)	TX Lines	Qty	Customer
Generic Panel Type (42" x 13" x 3") / T-Frames	3	150	5/16"	6	Clearwire
Motorola DAP Vx / T-Frames	3	150			Clearwire
Andrew VHLP2-18-1WH / T-Frames	3	150	½"	3	Clearwire
Dragonwave ODU's / T-Frames	3	150			Clearwire

ANALYSIS RESULTS

Structure

The existing 150 ft. self support tower **is not structurally capable** of supporting the proposed equipment. **(See table below)** The following areas will require reinforcement:

- The existing tower diagonals between 80' – 100' are overstressed and will need to be replaced or reinforced.

Self Support Tower	% Capacity	Results
Tower Legs	92	Pass
Tower Diagonals	128	**Fail**
Tower Horizontals	38	Pass

(105 percent is considered acceptable.

Tower Rotation	Actual	Allowable
135' Elevation	0.75degrees	2.40 degrees

Note: Above at the maximum wind speed of 100 mph (fastest mile).

Global Tower Services, LLC
June 25, 2009
FM 2351
TX-5434

ANALYSIS RESULTS continued

Foundation

The existing foundation has also been reviewed. The existing foundation was found to be **acceptable** with the proposed loading.

Tower Rating: 128% (Modifications will be required for the proposed installation.)

Summary and Conclusions

The existing 150 ft. self support tower located in Brazoria County (1411 East Broadway, Pearland), TX **is not structurally acceptable** based upon the EIA-222-F 1996 Standard and the local building code with the proposed equipment installed. **Tower reinforcement will be required for the proposed equipment installation.**

If any other changes are proposed, another structural analysis should be performed to assure the tower is in compliance / conformance with the applicable codes and standards.

Should any further questions arise, please contact the Global Tower Services, LLC Engineering Department at 605-422-1548.

Global Tower Services, LLC

Michael T. De Boer, P.E.
Director of Structural Engineering

STATE OF TEXAS
MICHAEL T. DeBOER
82386
REGISTERED PROFESSIONAL ENGINEER

6/25/09

Global Tower Services, LLC
June 25, 2009
FM 2351
TX-5434

Standard Conditions

All engineering services are performed on the basis that the information used is current and correct. This information may consist of, but not necessarily limited, to:

- Information supplied by the client regarding the structure itself, the antenna and transmission line loading on the structure and it components, or relevant information.

- Information from drawings in possession of Global Tower Services, LLC, or generated by field inspections or measurements of the structure.

It is the responsibility of the client to ensure that the information provided to Global Tower Services, LLC and used in the performance of our engineering services is correct and complete. In the absence of information contrary, we consider that all structures were constructed in accordance with the drawings and specifications and are in an un-corroded condition and have not deteriorated; and we, therefore consider that their capacity has not significantly changed from the original design condition.

All services will be performed to the codes and standards specified by the client, and we do not imply to meet any other code and standard requirements unless explicitly agreed to in writing. If wind and ice loads or other relevant parameters are to be different from the minimum values recommended by the codes and standards, the client shall specify the exact requirements. In the absence of information to the contrary, all work will be performed in accordance with the revision of ANSI/TIA/EIA-222 requested.

All services are performed, results obtained and recommendations made in accordance with the generally accepted engineering principles and practices. Global Tower Services, LLC is not responsible for the conclusions, opinions and recommendations made by others based on the information we supply.

Global Tower Services, LLC
June 25, 2009
FM 2351
TX-5434

Disclaimer of Warranties

The engineering services by **Global Tower Services, LLC** in connection with this Structural Analysis are limited to a computer analysis of the tower structure, size and capacity of its members. **Global Tower Services, LLC** does not analyze the fabrication, including welding, except as included in this report.

The purpose of this report is to assess the feasibility of adding appurtenances usually accompanied by transmission lines. Any mention of structural modifications are reasonable estimates and should not be used a precise construction document. Precise modification drawings are obtainable from **Global Tower Services, LLC** but are beyond the scope of this report.

Global Tower Services, LLC makes no warranties, expressed or implied, in connection with this report and disclaim any liability arising from material, fabrication and erection of this tower. **Global Tower Services, LLC** will not be responsible whatsoever for or on account of, consequential or incidental damages sustained by any person, firm, or organization as a result of any data or conclusions contained in this report. The maximum liability of **Global Tower Services, LLC** pursuant to this report will be limited to the total fee received for preparation of this report.

APPENDIX A

Tower Profile

TowerSoft ENGINEERING SOFTWARE

TSTower - v 3.9.0 Tower Analysis Program
(c) 1997-2006 TowerSoft www.TSTower.com

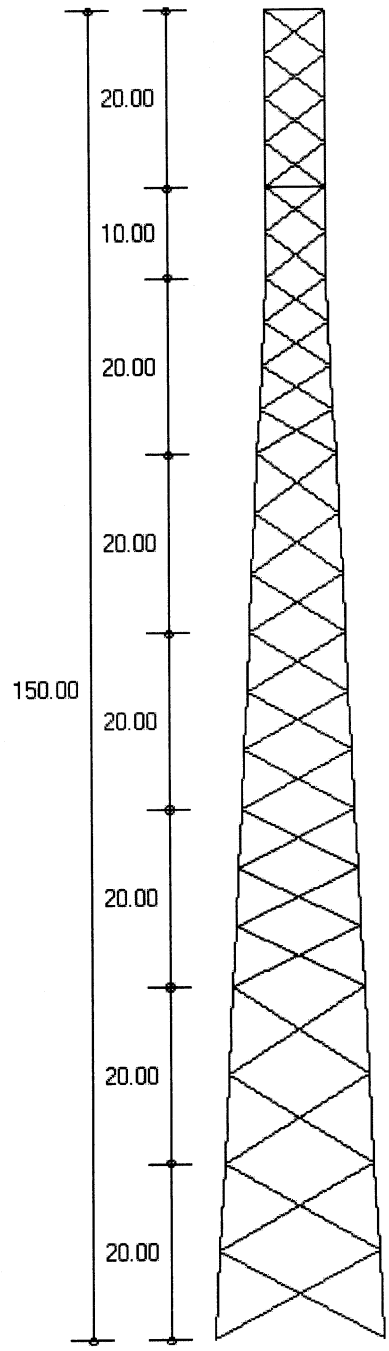
Licensed to: Global Tower Partners
Boca Raton, Florida

File: C:\Program Files\TSTower\TSTOWER Input\TX-5434_061709_Clearwire.out
Contract: Revision: 1
Project: Structural Analysis for 150' Self Support Site: TX-5434 (FM 2351)
Date and Time: 6/23/2009 3:43:03 PM Engineer: Mike De Boer

DESIGN SPECIFICATION

Design Standard: TIA/EIA-222-F-1996
Basic Wind speed = 100.0 (mph)
Service Wind speed = 50.0 (mph)
Ice thickness = 0.00 (in)

Sct.	Length (ft)	Top Width (in)	Bot Width (in)
1	20.00	201.83	226.00
2	20.00	177.67	201.83
3	20.00	153.50	177.67
4	20.00	129.33	153.50
5	20.00	105.17	129.33
6	20.00	81.00	105.17
7	10.00	81.00	81.00
8	20.00	81.00	81.00



MAXIMUM BASE REACTIONS

	Bare	Iced
Download (Kips)	168.9	127.9
Uplift (Kips)	149.3	110.7
Shear (Kips)	19.2	14.4

Appendix 1

Supplement E

Lease Agreement

TX-5434 FM 2351
TX-HOU0284

COMMUNICATIONS EQUIPMENT SITE AGREEMENT

THIS COMMUNICATIONS EQUIPMENT SITE AGREEMENT ("Agreement") is entered into this 12 day of May, 2009, by and between TOWER ASSETS NEWCO II LLC, a Delaware limited liability company ("Owner") and CLEAR WIRELESS, LLC, a Nevada limited liability company ("Operator").

1. Grant. Subject to the following terms and conditions, Owner hereby grants Operator the nonexclusive right to install, maintain, operate and remove radio communications equipment and appurtenances on Owner's tower ("Tower") located on the property described in Exhibit "A" ("Premises"), and leases to Operator a portion of the Premises for construction and occupancy of an equipment shelter or building to house Operator's equipment on the Premises as more particularly described in Exhibit "A". Owner shall continue to have the right to occupy the Premises and the Tower and to grant others rights to occupy or utilize the Premises and the Tower at Owner's sole discretion. Owner also grants to Operator a non-exclusive easement during the term of this Lease for ingress, egress and regress and for the installation and transmission of utilities on property described on attached Exhibit "B" ("Easement"). Operator may install the equipment, personal property, improvements, alterations or fixtures as specifically described on Exhibit "C" ("Equipment"), or as Owner may otherwise approve. Any personal property owned by Operator, whether or not fixed or attached to the Premises or Tower, shall remain the property of Operator prior to termination of this Agreement without regard to whether it appears on Exhibit "C".

2. Use. Operator shall use the Equipment and the Premises for the purpose of constructing, installing, maintaining, improving and operating, at Operator's expense, a communications facility, including antennae, buildings and incidental uses. Operator shall only use Tower space with antenna center line (rad center) of one hundred forty seven (147) feet AGL. Operator shall be solely responsible for securing any and all building permits and approvals, zoning changes or approvals, variances, use permits, and other governmental permits from applicable governmental authorities, including any Federal Aviation Administration approval (collectively, "Permits") prior to any construction on the Premises. Owner agrees to reasonably cooperate with Operator in obtaining the Permits, and copies of the Permits shall be provided to Owner upon request. Operator shall promptly pay all costs and expenses and shall not cause or permit any lien to be created against the Premises.

3. Term. The term of this Agreement shall commence upon the earlier of (i) the date of installation start at the site or (ii) [redacted] ("Commencement Date") and terminating at midnight five (5) years from this date, ("Initial Term").

4. Renewal Term(s). Operator shall have the right to extend this Agreement for five (5) additional terms of five (5) years each ("Renewal Term(s)") on the same terms and conditions as set forth in this Agreement except that the Rent shall be as specified in Paragraph 5 below. This Agreement shall automatically be renewed for each successive Renewal Term unless Operator notifies Owner of Operator's intention not to renew the Agreement at least 30 days prior to expiration of the then current term.

5. Rent.

(a) Initial Term. Beginning on the Commencement Date, Operator shall pay to Owner as rental the sum of [redacted] (Rent) which shall include Operator's right to use and occupy the ground space surrounding Owner's Tower. Rent payments shall be made monthly in advance to the Owner's notice address as specified below and shall be prorated for any partial month at the commencement or termination of this Lease, based on the number of days in that month.

(b) Renewal Term. In the event that Operator elects to renew this Lease as provided in paragraph 4, Rent shall increase by an amount equal to [redacted] over the Rent to be paid by Operator during the immediately preceding Term or Renewal Term. Operator shall pay Owner Rent during each Renewal Term (RT) according to the following schedule.

[redacted]

6. Tower Maintenance. Owner represents and warrants that its operation of the Tower, exclusive of Operator's Equipment, including the lighting system, meets and will be maintained in accordance with all applicable laws, rules and regulations, including, without limitation, rules and regulations of the Federal Communications Commission, Federal Aviation Administration and all applicable local codes and regulations. Owner shall maintain its lighting systems, tower antenna, transmission lines, equipment and building in good operating condition. The costs of maintaining the Tower shall be borne by Owner with the exception of Operator's antennae and Equipment and except for damage to the Tower caused by Operator or Operator's agents, employees, contractors or subcontractors, which shall be borne by Operator. Operator shall repair at Operator's cost any such damage, within 48 hours, and to the extent that such damage cannot be repaired within 48 hours, Operator shall make all efforts to begin such repair and finish such repair in a timely manner. Should owner fail to timely make repairs required by this Agreement, Operator may, at Operator's option, make such repairs and Owner shall promptly reimburse Operator for its reasonable costs and expenses incurred in such repair.

In the event Owner fails to maintain the tower lighting systems, Tower, transmission lines, equipment and building as provided herein, Operator shall have the right to withhold Rent payments to Owner if Owner fails to make said repairs or to provide maintenance after Operator has given Owner five (5) days notice of the need to provide maintenance and repairs, or, shall at Operator's option and upon notice to Owner, terminate this Lease. Operator shall have the right to apply such Rent withheld hereunder to make the necessary repairs and provide the necessary maintenance and Operator shall not thereafter be responsible to Owner for the Rent withheld for such maintenance and repairs. Operator's activities and operations and the Equipment shall not interfere with Owner's maintenance and repair of the Tower and its lighting system.

7. Conditions Precedent. Operator's obligation to perform under this Agreement shall be subject to and conditioned upon:

(a) Operator's securing appropriate approvals for Operator's intended use of its Equipment on the Premises from the Federal Communications Commission, the Federal Aviation Administrator, and any other federal, state or local regulatory agency having jurisdiction over Operator's proposed use of the Equipment;

(b) Operator's obtaining, at its option and expense, a title report or commitment for a leasehold title policy from a title insurance company of Operator's choice which must show no defects or restrictions of title or any liens or encumbrances which may adversely affect Operator's use of the Premises or Operator's ability to obtain financing, provided Operator shall order such a policy within two business days of the execution of this Agreement;

(c) Operator's obtaining, at its option and expense, a survey, soil borings and analysis tests which must show no defects which, in the opinion of the Operator, may adversely affect Operator's use of the Premises, provided Operator shall order such tests within two business days of execution of this Agreement;

(d) Operator's approval of the condition of the Premises, which may be subject to, at Operator's option and expense, an environmental audit of the Premises performed by an environmental consulting firm of Operator's choice;

(e) Operator's determination that the Tower is structurally appropriate for Operator's needs.

In the event of a failure of any of the above referenced conditions precedent within 60 days of execution of this Agreement, Operator may terminate this Agreement through written notice to Owner. If Operator fails to provide such notice within 60 days of execution of this Agreement, each of the above conditions precedent shall be deemed satisfied.

8. Interference. Operator agrees to install Equipment only of types and generating frequencies which will not cause interference to transmissions or signals from Owner and other users of the Tower as may be already in place on the Tower. At Owner's request, Operator shall provide a detailed interference analysis showing potential conflicts between Operator's frequencies and those of the Owner or other users already in place on the Tower. In the event the Equipment causes such interference, Operator will take all steps necessary to correct and eliminate the interference. If the interference cannot be eliminated within 48 hours after receipt of written notice from Owner to Operator (Notice Date), Operator shall temporarily disconnect the electric power and shut down the Equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) and if such interference is not corrected within 30 days after receipt of the written notice, Operator agrees to remove the Equipment from the Tower and the Premises and this Agreement shall terminate as if by expiration. After the Equipment has been installed, Owner shall place similar restrictions upon interference with Operator's frequencies on others using Tower with Owner's permission, installed on the Tower after Operator's installation of the Equipment. In the event Third Parties' interference cannot be eliminated or rectified to Operator's satisfaction within 48 hours after receipt of written notice from Operator to Owner (Notice Date), Owner shall cause such Third Parties to temporarily disconnect the electric power and shut down the Third Parties' Equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) and if such interference is not corrected within 30 days after receipt of the written notice, Owner shall at the request of Operator require the party causing the interference to remove its equipment from the Tower and the Premises, or Operator may, at Operator's sole discretion and option, terminate this Lease upon notice to Owner.

9. Utilities and Access.

(a) Owner represents that utilities adequate for Operator's intended use of the Premises are presently available. Further, from time to time, Operator shall have the right to install utilities, to be separately metered at Operator's expense, and to improve present utilities on the Premises, including but not limited to the installation of emergency power generators. Operator shall have the right to place utilities on, or to bring utilities across or under, the Premises and the Easement in order to service the Equipment throughout the Initial Term or any Renewal Term of this Agreement. Owner shall, upon Operator's request, execute a separate written easement, acceptable to Owner, in a form which may be filed of record evidencing this right. Operator shall be responsible for all utility connection charges, and all utility use charges, for electricity or any other utility used by Operator.

(b) Operator shall have access to the Premises and the Equipment at all times, 24 hours each day, through the access drive presently existing on the Easement. Owner shall maintain the access drive in good condition throughout the Initial Term of this Agreement or any Renewal Term. Operator may, at its option and own expense, construct a suitable private access drive to the Premises and the Equipment within the Easement. To the degree additional access is required across other property owned by Owner, Owner shall execute an easement evidencing this right and agrees to maintain said access so that no interference is caused to Operator by other tenants, licensees, invitees or agents of the Owner.

10. Termination. Except as otherwise provided, this Agreement may be terminated, without any penalty or further liability, upon written notice as follows:

(a) By either party upon a default of any covenant or term of this Agreement by the other party which default is not cured within 30 days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions of this Agreement); or

(b) By Operator if it is unable to obtain or maintain any license, permit or other Permits necessary to the construction and operation of the Equipment or Operator's business or intended use of the Premises.

11. Tower Analysis. Operator shall be solely responsible to ensure that Operator's installation of the Equipment shall not significantly affect the structural integrity of the Tower, and that no such damage results to the Tower due to installation of the Equipment. Owner agrees to furnish Operator, promptly upon Operator's request, with true and accurate copies of all tower analyses, if any, performed on the Tower by Owner within the two years preceding the request and Operator's attachment of antennas or Equipment on the Tower. In the absence of such an analysis or if the most recent analyses are insufficient for Operator's needs, Operator may request a new analysis. If Owner reasonably believes that the structural integrity of the Tower will be effected, Owner may request Operator obtain a new analysis. Owner agrees to cooperate with Operator in acquiring the new analysis of the Tower. If a new analysis of the Tower is requested by Operator or Owner, Operator shall be responsible for coordinating that new analysis by a licensed structural engineer or other party acceptable to Owner, and Operator shall furnish a copy of the analysis to Owner. The costs of the new analysis shall be paid solely by Operator. If Operator requests, Owner shall submit, within 10 days of Operator's request, bids for any needed reinforcement or other work to make the Tower structurally sound. Should Operator not terminate this Agreement under Section 6 Tower Maintenance above, Owner shall reinforce or otherwise make the Tower structurally sound for Operator's use in accordance with such a submitted bid, at Owner's sole costs.

12. Taxes. Operator shall be liable for and shall pay all taxes assessed on, or any portion of such taxes attributable to, personal property and trade fixtures owned or placed by Operator on the Premises or on the Tower. If any such taxes are levied against Owner or Owner's property and if Owner elects to pay the same or if the assessed value of Owner's property is increased by inclusion of personal property and trade fixtures placed by Operator on the Premises or on the Tower and Owner elects to pay the taxes based on such increase, Operator shall pay to Owner upon demand that part of such taxes for which Operator is primarily liable hereunder. Operator agrees to pay to Owner on demand as additional Rent, its proportionate share, adjusted for partial tax years, of all taxes, assessments and governmental charges of any kind and nature whatsoever (hereinafter collectively referred to as the "Taxes"), levied or assessed against the Premises or the Tower, including but not limited to any leasehold, sales, rent or use taxes, or any taxes in the nature thereof, imposed by any governmental authority, relative to the Premises, this Lease, or the rent or any other charges due or payable under any provisions of this Lease, or as a result of any or all of them, whether imposed on Owner or Operator, including any ad valorem tax which may currently exist or subsequently be implemented , but excluding Owner's income, estate or inheritance taxes. Operator's proportionate share of the Taxes shall be computed by multiplying the Taxes by a fraction, the numerator of which shall be the number one and the denominator of which shall be the average annual number of communications carriers with installed equipment on the Tower. If at any time during the term of this lease, the present method of taxation shall be changed so that in lieu of the whole or any part of any taxes, assessments, levies or charges

levied, assessed or imposed on the Tower or real estate and the improvements thereon, there shall be levied, assessed or imposed on Owner a capital levy or other tax directly on the rents received therefrom and/or a franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rents, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be deemed to be included within the term "Taxes" for the purpose hereof.

13. Liability Insurance. During the Initial Term and all Renewal Terms of this Agreement, Owner and Operator shall each maintain, at its own expense, insurance coverage claims for public liability, personal injury, death and property damage under a policy of general liability insurance, with limits of not less than $1,000,000.00 per person and $2,000,000.00 per occurrence, and property damage insurance of not less than $500,000.00. Such insurance shall insure against liabilities arising out of or in connection with Owner and Operator's use or occupancy of the Premises and the Tower subject to the standard exceptions found in commercial general liability insurance policies.

14. Condemnation. If a condemning authority takes, or acquires by deed in lieu of condemnation, all of the Premises, or a portion sufficient to render the Premises or the Tower, in the opinion of Operator, unsuitable for the use which Operator was then making of the Premises or that Tower, Operator may terminate this Agreement effective as of the date the title vests in the condemning authority. Owner and Operator shall share in the condemnation proceeds in proportion to the values of their respective interests in the Premises (which for Operator shall include, where applicable, reasonable moving expenses and prepaid fees).

15. Environmental Matters.

(a) Owner represents that, to the best of Owner's knowledge, no Hazardous Materials are presently located on the Premises or Easement, and Owner agrees that it will provide, at no cost or expense to Operator, for the removal of any Hazardous Materials if Hazardous Materials are brought onto the Premises or Easement by Owner, its agents, servants, employees, licensees, invitees or contractors. As used in this Agreement, "Hazardous Materials" shall mean any and all contaminants, oils, asbestos, radon, PCB's, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal, state or local government authority. If after Operator takes possession of the Premises Hazardous Materials are discovered to exist on, under or beneath the Premises, Operator may terminate this Agreement and Operator shall owe no further duties, obligations or liability to Owner.

(b) Operator shall comply with all laws, ordinances, rules, orders or regulations applicable to Hazardous Materials. Operator shall not use the Premises or the Easement for treatment, storage, transportation to or from, use or disposal of Hazardous Materials (other than petroleum products necessary for the operation of an emergency electrical generator to serve the Equipment). Operator shall be responsible for any expense incident to the abatement or compliance with the requirements of any federal, state or local statutory or regulatory requirements caused, directly or indirectly, by the activities of the Operator or Operator's agents, employees or contractors.

16. Hold Harmless.

(a) By Owner. Owner agrees to defend, indemnify and hold Operator and its affiliates or subsidiary companies, their officers, agents and employees harmless from and against any and all, costs, charges, expenses, losses, claims, actions, suits, causes of action, judgments and charges of every kind and nature whatsoever, including reasonable attorney's fees, which in any manner arise out of or relate to Owner's use or occupancy of the Premises, or from Owner's performance or failure to perform under this agreement of from any negligence or intentional misconduct by Owner, its subcontractors, agents, servants, employees or any or all of the, or from any defect in the title to the Premises, or from the presence of any Hazardous Materials on the Premises prior to the Commencement Date, or thereafter if brought onto the Premises by Owner or Owner's agents, employees, licensees, invitees or contractors.

(b) By Operator. Operator agrees to defend, indemnify and holder Owner and its Affiliates or subsidiary companies, their officers, , agents and employees harmless from and against any and all costs, damages, expenses, losses, claims, actions, suits, causes of action, judgment, and charges of every kind and nature whatsoever, including reasonable attorney's fees, which may in any manner arise out of or relate to Operator's use of the Equipment or Premises or the performance or non-performance of this Agreement by Operator, Operator's subcontractor's, employees, agent, or assigns, including without limitation, those that may arise out of the use or furnishing of materials, and as to such claims, actions or causes of action arising from or resulting from any negligence or intentional misconduct by Operator, its subcontractors, agents, servants, employees, or any or all of them or from the presence of any Hazardous Materials brought onto the premises by Operator or Operator's agents, employees, licenses, invitees or contractors. Affiliates shall mean any persona or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, another person or entity. Control for this definition shall be defined as holding at least a majority of voting power or operating control. This paragraph 16 (b) shall survive termination of this Agreement. Owner shall not in any event be liable in damages for Operator's business loss, business

interruption, or other special, incidental or consequential damages of whatever kind or nature, regardless of the cause of such damages and Operator, and anyone claiming by or through it, expressly waives all claims for such damages.

17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, by certified mail, return receipt requested, or by overnight service having a record of receipt to the addresses indicated below:

If to Owner, to:
TOWER ASSETS NEWCO II LLC
4091 Viscount Avenue
Memphis, Tennessee 38118
(901) 794-9494
Attn..: William Orgel

If to Operator, to:
CLEAR WIRELESS, LLC
4400 Carillion Point
Kirkland, WA 98003
Attn.: Lease Administration

18. Title and Quiet Enjoyment. Owner represents and warrants to Operator that Owner currently leases or subleases the Premises. Owner represents to Operator that Owner has good and marketable title to its leasehold interest in the Premises as warranted to Owner by the fee owner, as the case may be, free and clear of all liens, encumbrances, and exceptions, except those described in property and tax records of the county in which the Premises is located. Owner shall warrant and defend same to Operator against the claims and demands of all persons and entities.

19. Assignment. Operator may not assign or delegate its interest in this Agreement without prior written approval by Owner, not to be unreasonably withheld, except that Operator may assign or delegate its rights and obligations under this Agreement to an Affiliate.

20. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

21. Compliance with Laws. All installations and operations in connection with this Agreement by either party shall be conducted in accordance with all applicable rules and regulations of the Federal Communications Commission, Federal Aviation Agency, and any other applicable federal, state and local laws, codes and regulations. Operator is solely responsible for the licensing, operation and maintenance of Operator's Equipment, including, without limitation, compliance with any terms of its Federal Communications Commission license with respect to tower light observation and any notification to the Federal Aviation Administration in that regard. Operator's Equipment, transmission lines, and any related devises, and the installation, maintenance and operation thereof, shall not damage the Tower or any property or properties adjoining, or interfere with the use of the Tower and the remainder of the Premises, by Owner or others, and Operator shall defend, indemnify and hold harmless Owner from any such damage.

22. Holding Over. In the event Operator remains on the Tower and in possession of the shelter or building on the Premises after the expiration of the Initial Term or a Renewal Term without executing a new Agreement, Operator shall occupy the Premises month-to-month, subject to all of the terms and conditions of this Agreement insofar as so consistent.

23. Estoppel. Each party agrees to furnish to the other, within 10 days after request, such truthful estoppel information as the other may reasonably request.

24. Miscellaneous.

(a) The substantially prevailing party in any litigation arising under this Agreement shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

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(b) This Agreement constitutes the entire agreement and understanding of Owner and Operator, and supersedes all offers, negotiations and other agreements. Any amendments to this Agreement must be in writing and executed by Owner and Operator.

(c) If either Owner or Operator is represented by a real estate broker or agent in this transaction, that party shall be fully responsible for any fees or commission due such broker or agent and shall hold the other party harmless from any such claims arising from execution of this Agreement.

(d) Owner agrees to cooperate with Operator in executing any documents necessary to protect Operator's rights under this Agreement or Operator's use of the Premises. Operator may record this Agreement or a Memorandum of Agreement executed by all parties.

(e) This Agreement shall be construed in accordance with the laws of the state in which the Premises are located.

(f) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(g) Each of the undersigned warrants that he or she has the full right, power, and authority to execute this Agreement on behalf of the party indicated.

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WITNESS WHEREOF, Owner and Operator have executed this Agreement effective as of the day and year first above written.

OWNER
TOWER ASSETS NEWCO II LLC

By: _____
Its: President
Date: 5-12-09

OPERATOR:
CLEAR WIRELESS, LLC

By: _____
Its: CTO
Date: 3/7/09

OWNER:

State of Tennessee
County of Shelby

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared William E. Orgel, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of TOWER ASSETS NEWCO II LLC, the within named Owner, a limited liability company, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the ~~corporation~~ company by himself as such officer.

Witness my hand, at office, this 12th day of May, 2009.

Patricia Ann Blackwell
Notary Public

My Commission Expires Sept 16, 2009

PATRICIA ANN BLACKWELL
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

OPERATOR:

State of Washington
County of King

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared John Stu, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Chief Technology Officer of CLEAR WIRELESS, LLC, the within named Operator, a corporation, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

Witness my hand, at office, this 7 day of May, 2009.

Rachel Nessa Titus
Notary Public

RACHEL NESSA TITUS
NOTARY
COMMISSION EXPIRES
STATE OF WASHINGTON

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EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY AND DESCRIPTION OF PREMISES

The property referred to herein as Premises is located within the parent parcel described as follows:

TX-5434 FM2351
PARENT TRACT DESCRIPTION:
A TRACT OF LAND CONTAINING 1.2438 ACRES OUT OF LOT 6, GEORGE W. JENKINS SUBDIVISION AS RECORDED IN VOLUME 2, PAGE 20 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT A 1/2 INCH IRON ROD SET FOR THE SOUTHWESTERLY CORNER OF LOT 6, SAID POINT BEING IN THE NORTHEASTERLY LINE OF F.M. ROAD 518;
THENCE NORTH 29 Deg. 57' 20" EAST, ALONG AND WITH THE NORTHWESTERLY LINE OF LOT 6, AT 541.15 FEET PASS A 1/2 INCH IRON ROD SET ON LINE, IN ALL A DISTANCE OF 576.76 FEET TO A POINT FOR CORNER IN THE CENTERLINE OF MARY'S CREEK;
THENCE FOLLOWING THE CENTERLINE OF MARY'S CREEK:
SOUTH 35 Deg. 46' 19" EAST - 68.84 FEET;
SOUTH 10 Deg. 27' 48" WEST - 33.86 FEET;
SOUTH 01 Deg. 45' 34" EAST - 49.35 FEET TO A POINT FOR CORNER IN THE SOUTHEASTERLY LINE OF LOT 6;
THENCE SOUTH 29 Deg. 57' 20" WEST, ALONG AND WITH THE SOUTHEASTERLY LINE OF LOT 6, AT 26.00 FEET PASS A 1/2 INCH IRON ROD SET ON LINE, IN ALL A DISTANCE OF 474.57 FEET TO A 1/2 INCH IRON ROD SET FOR THE SOUTHEASTERLY CORNER OF LOT 6 IN THE NORTHEASTERLY LINE OF F.M. ROAD 518;
THENCE NORTH 60 Deg. 20' 40" WEST, ALONG AND WITH THE NORTHEASTERLY LINE OF F.M. ROAD 518, 100.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING WITHIN THESE CALLS 1.2438 ACRES OF LAND.

The premises are located generally as indicated in the sketch attached to the Communications Equipment Site Agreement ("Agreement") as Exhibit A-2. Owner and Operator agree that within thirty (30) days following the full execution of the Option, Operator will replace this Exhibit A-2 with a revised Exhibit A-2 which shall be a metes and bounds legal description of the Premises, and which shall specifically identify the length and width dimension of the Premises upon which Operator may construct, operate and maintain its Communications Facilities as contemplated by the Communications Equipment Site Agreement.

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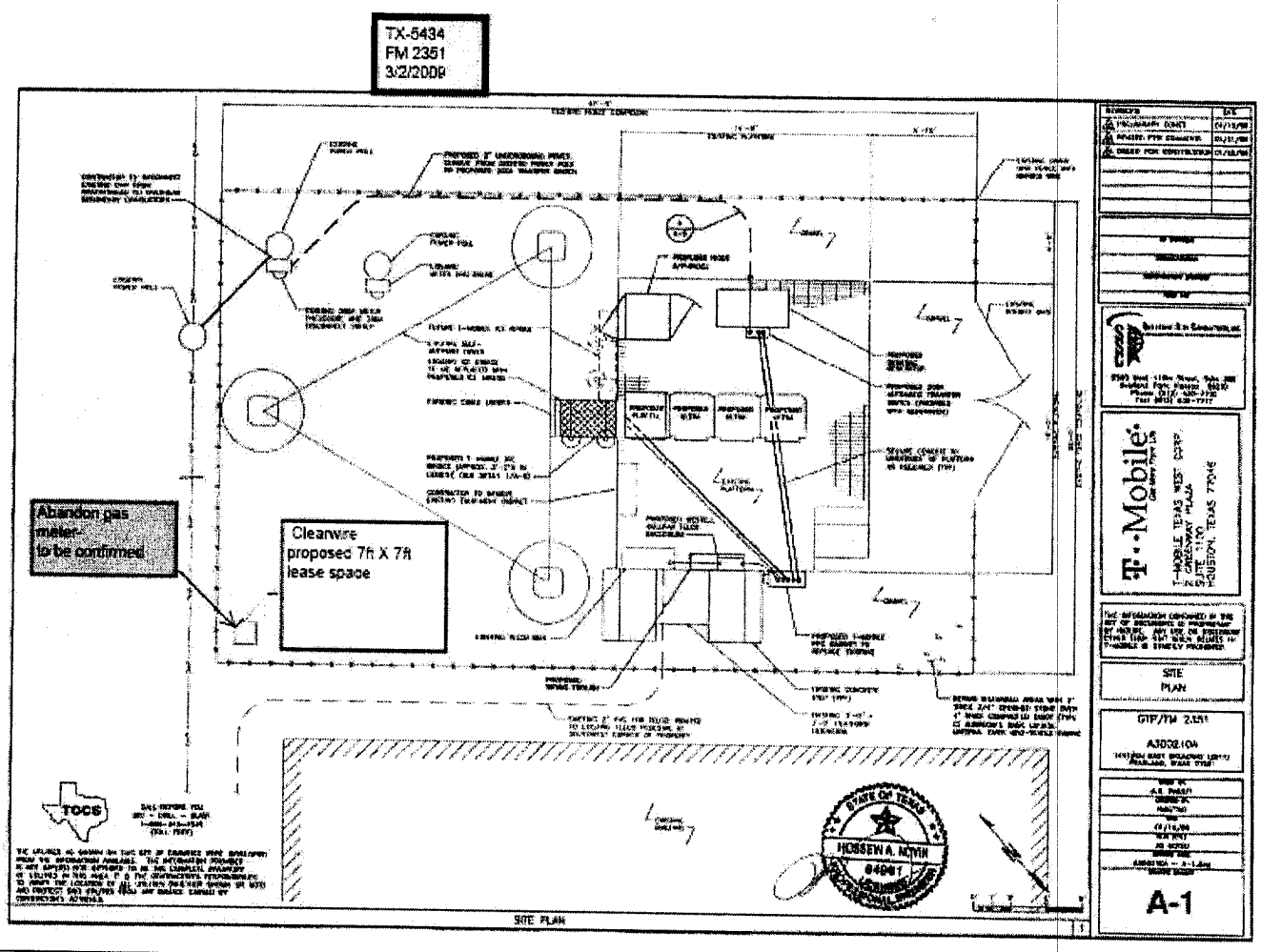
EXHIBIT "A-2"

PRELIMINARY SITE PLAN AND TOWER ELEVATION OF PREMISES



TX-5434 FM 2351_(TV) Clearwire SLA 3 13 09.doc

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EXHIBIT "B"

LEGAL DESCRIPTION OF EASEMENT

DESCRIPTION OF THE CENTERLINE OF
A NON-EXCLUSIVE 20' WIDE ACCESS &
UTILITY EASEMENT:
BEING A NON-EXCLUSIVE, 20' WIDE ACCESS AND UTILITY EASEMENT CONSISTING OF 3,185 SQUARE FEET OF LAND AND BEING A PORTION OF LAND OUT OF A 1.2438 ACRES TRACT OF LAND OUT OF LOT 6, GEORGE W. JENKINS SUBDIVISION AS RECORDED IN VOLUME 2, PAGE 20 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS, THE CENTERLINE OF SAID EASEMENT BEING DESCRIBED AS FOLLOWS:
COMMENCING AT A 1/2 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 1.2438 ACRE TRACT, SAME POINT BEING IN THE NORTHERLY RIGHT-OF-WAY LINE OF EAST BROADWAY STREET;
THENCE SOUTH 60 DEGREES 20 MINUTES 40 SECONDS EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF SAID EAST BROADWAY STREET, SAME BEING THE SOUTHERLY LINE OF SAID 1.2438 ACRES, A DISTANCE OF 74.28 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED CENTERLINE;
THENCE NORTH 29 DEGREES 57 MINUTES 20 SECONDS EAST, DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE AND SAID SOUTHERLY LINE, A DISTANCE OF 127.83 FEET TO AN ANGLE POINT;
THENCE NORTH 60 DEGREES 02 MINUTES 40 SECONDS WEST, A DISTANCE OF 31.40 FEET TO THE POINT OF TERMINUS OF THIS DESCRIBED CENTERLINE.
THE NON-EXCLUSIVE 20 FOOT WIDE ACCESS AND UTILITY EASEMENT DESCRIBED HEREON CONTAINING A TOTAL OF 3,185 SQUARE FEET OR 0.07 ACRES OF LAND MORE OR LESS.

The Easement for ingress, egress and utilities across the parent parcel described on Exhibit A to the Agreement will be twenty feet (20') wide and located within the hatch marked area on the sketch below or attached legal easement description of Owner's easement. Owner and Operator agree that within thirty (30) days following the full execution of the Option, Operator shall replace (if needed) this Exhibit B with a revised Exhibit B which shall be a metes and bounds legal description of the ingress, egress and utility easement which will specifically identify the location and dimensions of the aforesaid easement.

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EXHIBIT "C"

OPERATOR'S PERSONAL PROPERTY AND EQUIPMENT

Owner and Operator agree that the attached application listing equipment to be installed will be the approved equipment and property that Operator may install under the terms of this Agreement.

GLOBAL TOWER PARTNERS

Collocation Application

Check one:	New ☒ Addition to Existing ☐ Modification ☐		
PLEASE RETURN THIS APPLICATION TO: (E-MAIL IS PREFERRED)		GTP Site #:	TX-5434
GTP		GTP Site Name:	FM 2351
1801 Clint Moore Rd	E-Mail: mprewit@gtpsites.com	GTP Date Received:	
Suite 110		Revision Dates:	
Boca Raton, FL 33487	Office: (512) 294-2345	**RSM Approval:**	2/4/09 DARRELL SCHNEIDER
Attn: Monty Prewit	Fax: (561) 995-0321		

APPLICANT/CARRIER INFORMATION

Carrier Name:	Clearwire	Contact Name:	Juli Davis
Carrier Site Name:	GTP TX-5434	Contact Number:	(281) 580-4100
Carrier Site Number:	TX-HOU0284	Contact Fax:	(281) 580-4108
Carrier Legal Entity Name, State of registration:	Clear Wireless LLC, a Nevada Limited Liability Company	Contact Address:	13131 Champion Drive, Suite 208 Houston, Texas 77069
Type of entity (LP, LLC, Corp)	LLC		
d/b/a/ (If applicable)			
Notice Address for Lease:	4400 Carillon Pt., Kirkland, WA 98003	Contact E-mail:	juli.davis@powderriverdev.com
With copies to:		Additional E-mail:	
Carrier Invoice Address:	4400 Carillon Pt., Kirkland, WA 98003	Other:	
Carrier Invoice Contact - Name, Title, Phone No.	Nancy Sears, Real Estate (425) 216-4630	Carrier NOC#	

ADDITIONAL CARRIER INFORMATION

Leasing Contact Name/Number:	Juli Davis / (281) 580-4100
RF Contact Name/Number:	Keith Neff / (602) 502-6658
Construction Contact Name/Number:	Gary Oliphant / (281) 580-4100
Emergency Contact Name/Number:	Eric Tellier / (813) 267-1320 or NOC

SITE INFORMATION

Latitude:	N29	32	43.72	N	Existing Structure Type:	SST
Longitude:	W95	13	36.15	W	Existing Structure Height:	150'
Site Address:						

ANTENNA & COAX

Sector	1	2	3	Other (Dish, TMA, GPS)
Desired Rad Center (feet AGL)	147'	147'	147'	150'
Antenna Quantity	1	1	1	3
Antenna Manufacturer				Andrew
Antenna Model (**Attach Spec Sheet**)	[redacted]			
Weight (per antenna)				
Antenna Dimensions				
Quantity of Coax Cables **PER ANTENNA**	0	0	0	1
Diameter of Coax Cables **PER ANTENNA**	0	0	0	½"
Orientation/Azimuth (degrees from true north)	[redacted]			
Mechanical Tilt (degrees)				
# Of Channels				
Antenna Mount Mounting Height (feet AGL)	147'	147'	147'	'
Antenna Mounting Type	T-Frame ☐ Sector ☐ Platform ☐ Low Profile ☒ Other: Pipe Mount			
Transmit Frequency	2500-2686 MHz	2500-2686 MHz	2500-2686 MHz	17700-17750 MHz, 19650-19700 MHz
Receive Frequency	2500-2686 MHz	2500-2686 MHz	2500-2686 MHz	17700-17750 MHz, 19650-19700 MHz
ERP (watts)	25 watts	25 watts	25 watts	100 Watts
Type of Service (i.e. Cellular, PCS, ESMR)	WiMax	WiMax	WiMax	WiMax

GROUND SPACE REQUIREMENTS

Total Ground Area Dimensions Required (length x width x height in ft.)	7' x 7' x 15'	**Generator:** ☐ Diesel ☐ Propane ☐ Natural Gas Pad Dimension (L X W, ft.):	
Cabinet Pad Dimensions	3 'x 3'	Cabinet Manufacturer	DDB Unlimited
Shelter Pad Dimensions	N/A	Shelter Manufacturer	N/A

AC POWER REQUIREMENTS

Voltage:	240V AC Single Phase	Total Amperage:	50A Breaker, 25A Average Current

GLOBAL TOWER PARTNERS

Collocation Application

GLOBAL TOWER PARTNERS

Collocation Application

Comments:

Additional Tower Mounted Equipment Below

Sector			Other (Dish, TMA, GPS)	Other (Dish, TMA, GPS)
Desired Rad Center (feet AGL)			150'	150'
Antenna Quantity			3	3
Antenna Manufacturer			Motorola	Dragonwave
Antenna Model **(Attach Spec Sheet)**			DAP Vx	Airpair ODU/Horizon Compact
Weight (per antenna)			45lbs	Included in Microwave
Antenna Dimensions			26" x 14" x 9"	4.75" x 9.3" x 9.3"
Quantity of Coax Cables **PER ANTENNA**			2	NA
Diameter of Coax Cables **PER ANTENNA**			5/16"	NA
Orientation/Azimuth (degrees from true north)			0, 120, 238	0, 120, 238
Mechanical Tilt (degrees)				
# Of Channels				
Antenna Mount Mounting Height (feet AGL)			147'	147'
Antenna Mounting Type	T-Frame ☐ Sector ☐ Platform ☐ Low Profile ☒ Other: Pipe Mount			
Transmit Frequency			N/A	17700-17750 MHz, 19650-19700 MHz
Receive Frequency			N/A	17700-17750 MHz, 19650-19700 MHz
ERP (watts)			2 Watts	100 Watts
Type of Service (i.e. Cellular, PCS, ESMR)			WiMax	WiMax

Code Response 1

Tower Ordinance

Chapter 2 – Division 5: Telecommunications Towers & Antennas

Section 2.5.5.2 Conditional Use Permit Required

(e) **Application & Requirements.** An application for a conditional use permit for a tower, antenna, or use of an alternative tower structure must be made to the Planning Department. An application will not be considered until it is complete. A complete application must contain the following:

(1) An inventory of the applicant's existing towers that are either within the City or within one mile of the corporate limits, specifying the location, height, and design of each tower. The Planning Department may share the information with other applicants for a conditional use permit under this article.

APPLICANT DOES NOT HAVE ANY EXISTING TOWERS WITHIN THE CITY OR WITHIN ONE MILE. CLEARWIRE IS NEW TO THE HOUSTON MARKET AND DOES NOT CURRENTLY HAVE AN OPERATING NETWORK IN THIS AREA.

(2) Site plans to scale specifying the location of tower(s), transmission building and other accessory uses, street access, parking, fences, landscaped areas, and adjacent land uses.

ATTACHED TO CUP APPLICATION AS EXHIBIT D.

(3) A report from a professional structural engineer licensed in the State of Texas documenting the following:

a. Tower height and design, showing a cross-section of the tower structure.

b. Total anticipated capacity of the tower structure, including the number and types of antennas which can be accommodated.

ATTACHED AS SUPPLEMENT D. THE TOWER IS RATED AT 128%, WHICH IS DEEMED TO BE NOT STRUCTURALLY ACCEPTABLE. TOWER MODIFICATIONS TO THE STRUCTURE ARE BEING DESIGNED SO AS TO BRING THE TOWER WITHIN COMPLIANCE WITH THE STRUCTURAL STANDARDS.

(4) A letter of intent to lease excess space on the tower and to lease additional excess land on the tower site when the shared use potential of the tower is absorbed, if structurally and technically possible.

CLEARWIRE IS SUBLEASING SPACE AND IS NOT THE TOWER OWNER. CLEARWIRE HAS NO ABILITY TO CONTROL ANY ADDITIONAL LEASE AREAS. THE GROUND SPACE AND TOWER STRUCTURE ARE APPROACHING CAPACITY. ADDITIONAL CARRIERS WOULD HAVE TO BE EVALUATED BY THE TOWER OWNER ON AN INDIVIDUAL BASIS.

(5) Each applicant must make a good faith effort to substantially demonstrate that no existing towers could accommodate the applicant's proposed antenna by doing the following:

CLEARWIRE IS COLLOCATING ON AN EXISTING TOWER AND IS NOT BUILDING A NEW TOWER.

(6) Any other information which may be requested by the Planning Department to fully evaluate and review the application and the potential impact of a proposed tower or antenna.

Section 2.5.5.6 Shared Use

(a) **No Permit Required**. To encourage shared use of towers, no building permit or conditional use permit is required for the addition of antennas to an existing tower so long as the height of the tower or structure on which the antenna is placed is not increased and the requirements of this article are met.

IN SUPPORT OF THE CITY'S INTENT TO PREVENT THE PROLIFERATION OF UNNECESSARY TOWERS, CLEARWIRE HAS SOUGHT TO UTILIZE AS MANY EXISTING TOWERS AND STRUCTURES AS POSSIBLE. ALL OF THE PROPOSED SITES IN THE CITY LIMITS WILL BE COLLOCATIONS. THE HEIGHT OF THE TOWER IS NOT BEING INCREASED, NOR IS THE EXISTING SITE BEING EXPANDED.

Section 2.5.5.8 Pre-Existing Towers & Non-Conforming Uses.

(a) **Operative Towers**. All communications towers that are operative prior to the effective date of this UDC and that do not comply wholly with the requirements of this division are allowed to continue their present usage as a nonconforming use and are treated as a non-conforming use in accordance with Chapter 2, Article 7 of this UDC. Routine maintenance is permitted on the existing towers. Construction other than routine maintenance on an existing communication tower must comply with the requirements of this UDC.

CLEARWIRE'S INSTALLATION WILL FULLY COMPLY WITH THE RULES AND REGULATIONS AS DEFINED IN THE UDC.

Code Response 2

Zone District GC

Section 2.4.4.5 GC, General Commercial District

(a) **Purpose**. The General Commercial District (GC) is intended to permit a wide variety of businesses characterized by those uses that may require an extensive amount of land for the conduct of business and/or that may require outside storage areas.

(b) **Authorized Uses**. The following are authorized uses under the regulations established in this chapter:

(1) Permitted and conditional uses as authorized in the Land Use Matrix in Article 5, Division 2 of this Chapter 2;

THIS USE IS LISTED AS CONDITIONAL IN THE MATRIX.

(2) Accessory uses as authorized in Article 5, Division 3 of this Chapter 2.

(c) **Area Regulations**.

(1) Size of Lots:

a. *Minimum Lot Size* – Twenty-two thousand and five hundred (22,500) square feet in area.

b. *Minimum Lot Width* - One hundred and fifty feet (150').

c. *Minimum Lot Depth* - One hundred and twenty-five feet (125').

THE EXISTING SITE PRE-DATES THE ZONING ORDINANCE AND THIS APPLICATION IS NOT CREATING A NEW LOT. A VARIANCE APPLICATION WILL BE SUBMITTED FOR THE MINIMUM LOT WIDTH: REQUIRED – 150' / ACTUAL – 100'

(2) Size of Yards:

a. *Minimum Front Yard* - Twenty-five feet (25')

b. Minimum Side Yard

1. Ten feet (10'), except as provided below.
2. Twenty-five feet (25') if side yard abuts a residential zoning district or a public right-of-way.

c. *Minimum Rear Yard* - Twenty-five feet (25')

CLEARWIRE'S INSTALLATION WILL NOT ALTER THE SITE'S EXISTING SETBACKS. A VARIANCE APPLICATION WILL BE SUBMITTED FOR EXISTING STRUCTURES THAT ENCROACH ON THE 10' SIDE SETBACKS AND THE PARKING LOT THAT ENCROACHES ON THE 25' FRONT SETBACK.

(d) **Height Restrictions**. No building shall exceed forty-five feet (45') in height. Additional height may be approved through a Conditional Use Permit (CUP).

THE TOWER ORDINANCE (CH. 2, DIV. 5) CONTROLS HEIGHT OF TOWERS. THE EXISTING SITE PRE-DATES THE ZONING ORDINANCE.

(e) **Outdoor Activities or Uses**. In connection with any permitted use, there shall be allowed outdoor activities or uses subject to the following limitations:

(1) Except as provided below, out of doors display, storage and sale of merchandise, equipment and vehicles shall be permitted.

(2) Out of doors display, storage and sale of merchandise, equipment and vehicles shall not be permitted on property adjacent to a residential zoning district.

a. Such activities/uses shall be permitted on such property upon City Council approval of a Conditional Use Permit (in accordance with Article2, Division 3 of this chapter) authorizing said activities/uses.

b. Outdoor storage, as defined by Section 5.1.1.1, is allowed only upon obtaining a CUP and providing screening pursuant to Section 4.2.4.1 (d). In no case shall outdoor storage be permitted along any yard that abuts any street or public right-of-way.

NO RETAIL ACTIVITIES OR MERCHANDISING WILL TAKE PLACE AT THIS SITE. OUTDOOR STORAGE WILL NOT BE UTILIZED.

(f) **Fences & Screening**. Fences and screening shall be provided and maintained as set forth in Chapter 4, Article 2, Division 4 of this UDC.

PER SECTION 4.2.4.2. C - THIS INSTALLATION WILL NOT IMPACT MORE THAN 50% OF THE EXISTING AREA. CLEARWIRE'S FOOTPRINT IS 49 SQUARE FEET. THE EXISTING SITE IS OVER 3,000 SQUARE FEET.

(g) **Parking**. Parking and loading shall be provided in conformance with Chapter 4, Article 2, Division 1 of this UDC.

CLEARWIRE'S INSTALLATION DOES NOT CREATE A HABITABLE STRUCTURE OR OTHERWISE COMMERCIALLY USABLE SPACE.

(h) **Access**. Access shall be provided in accordance with the City's Engineering Design Criteria Manual (EDCM).

CLEARWIRE WILL UTILIZE THE EXISTING ACCESS.

(i) **Refuse Containers**. All refuse and refuse containers shall be screened from the view of adjacent public streets and from the view of any adjacent single-family, patio home, townhouse, and/or multiple-family development(s). Such containers shall not be located within the front yard area, and shall be to the side or rear of the lot.

NO REFUSE CONTAINERS WILL BE INSTALLED.

(j) **Adjacent to a Single-Family Use or Zoning District**. When a nonresidential development is established on a tract of land that is adjacent to a single-family development or to property zoned for single-family use, there shall be a twenty-five foot (25') wide landscaped buffer along the property line that is adjacent to such use or district. The landscaped buffer shall remain open and unobstructed (i.e., no parking, driveways, or other use of the buffer area), and shall be planted with ground cover, such as grass or ivy. This landscaped buffer may be located with the required yard/setback area.

THIS PROPERTY IS ADJACENT TO A SINGLE FAMILY RESIDENTIAL (R-1 / BRIARGLEN) AREA, ON THE NORTH SIDE. THE EXISTING LOT CONTAINS SEVERAL HUNDRED FEET OF VEGETATION BETWEEN THE TOWER SITE AND THE RESIDENCES NORTH OF MARY'S CREEK.

Code Response 3

Site Development

Chapter 4 – Article 2: Development Standards

Division 2 Landscaping

Section 4.2.2.3 Applicability to New and Existing Developed Areas

(b) **Existing Development Areas; Nonconformance.**

(1) All property with existing development on the effective date of the ordinance from which this division derives which is not in compliance with this division shall be considered nonconforming and allowed to continue until the time a building permit is granted to reconstruct or enlarge an existing structure on the property to an extent exceeding five hundred (500) square feet of the exterior dimensions of the structure. At that time, this division shall apply to the previous existing parcel areas as well as any new paved areas, and the areas shall be brought into compliance. A plan showing existing and new development and the proposed landscaping shall be submitted in accordance with this division. In order to encourage early landscaping in existing paved areas and the preservation of trees that are already established and growing in these areas an additional credit shall be given in accordance with Division 3 of this Chapter.

(2) No structure existing on the effective date of this Code from which this division derives shall be required to be altered or moved in order to comply with this division except for reconstruction.

(3) Also see Article 1, Division 3 of this Chapter for further requirements related to structural and parking-related expansions.

1. CLEARWIRE'S PROPOSED INSTALLATION IS LESS THAN 500 SQUARE FEET, THUS THE EXISTING DEVELOPMENT IS NOT REQUIRED TO BE BROUGHT INTO COMPLIANCE.
2. THE TOWER IS NOT BEING RECONSTRUCTED AND WAS BUILT PRIOR TO THIS CODE'S EFFECTIVE DATE.

Division 3 – Tree Mitigation

Section 4.2.3.3 Approval Required for Tree Removal

No person directly or indirectly shall cut down remove, move, or destroy through damaging the roots, trunk or canopy, any tree situated on property regulated by this division without first submitting a Tree Survey and obtaining approval of a Tree Disposition Plan, unless otherwise exempted by the provisions of Section 4.2.3.4(b) of this division.

NO TREES WILL BE IMPACTED BY THIS INSTALLATION, AS THE COMPOUND ALREADY EXISTS. THIS INSTALLATION WILL NOT ENLARGE THE EXISTING FACILITY.

Section 4.2.3.6 Submittal Requirements

(a) The City Manager or his/her designee shall establish administrative procedures necessary to facilitate the implementation and enforcement of this division. These procedures shall include the following:

(1) Tree Disposition Plan/Tree Survey: Must be submitted and approved prior to the removal or destruction of any tree.

(2) An application involving a limited portion of a site may be based on an exhibit showing only that portion of the site.

(3) Aerial photograph interpretation may supplant the ground survey for preliminary analyses of large scale developments, such as subdivisions, utility corridors, and golf courses, at the discretion of the City. Large-scale developments are also required to include impact areas where existing trees are located.

NO TREES WILL BE REMOVED AS A RESULT OF THIS INSTALLATION.

Division 4 – Screening and Fencing

Section 4.2.4.2 Screening for Utility Support Structures and Stations

(a) **Applicability.** This section shall apply to all utility support structures or stations located on private property regardless if there is an easement or other form of agreement between the utility company or property owner.

(b) **Support Structures and Stations Defined.** These shall include, but not be limited to, any switching equipment, lift stations, pipe valves connected to pipes above ground, boxes or cabinets, cabling equipment or wiring above ground, transmitting equipment, control rooms, control cabinets, etc. Utility poles and transformers and like appurtenances attached to utility poles more than ten feet (10') above the ground are not considered a support structure or station.

(c) **Regulations.** A utility support structure or station located on private property or outside a public street right of way must have proper screening. The construction or modification of an existing utility support structure or station equal to more than fifty percent (50%) of its value or area, must provide screening meeting one of the following:

THIS INSTALLATION WILL NOT IMPACT MORE THAN 50% OF THE EXISTING AREA. CLEARWIRE'S FOOTPRINT IS 49 SQUARE FEET. THE EXISTING SITE IS OVER 3,000 SQUARE FEET.

AGENDA - JOINT PUBLIC HEARING OF THE CITY COUNCIL AND THE PLANNING AND ZONING COMMISSION OF THE CITY OF PEARLAND, TEXAS, TO BE HELD APRIL 19, 2010, AT 6:30 P.M., IN THE COUNCIL CHAMBERS, CITY HALL, 3519 LIBERTY DRIVE, PEARLAND, TEXAS

I. CALL TO ORDER

II. PURPOSE OF HEARING

Conditional Use Permit No. CUP2010-03

A request of Blake Griggs with Clear Wireless LLC., applicant for Thomas and Kathy Coler , owners, for approval of a conditional use permit to allow the co-location of an antenna at an existing tower located in the Suburban Residential -
12 (SR-12) Zoning District, on the following described property, to wit:

Legal Description: Approximately 9.75 Acre (424, 922 square feet) parcel situated in the H.T.& B.R.R. Co. Survey, Abstract 505, Brazoria County, Texas, being a portion of lot 30 of the Allison Richey Gulf Coast Home Company Subdivision according to the Map or Plat Thereof Recorded under volume 2, Page 23 and 24 of the Brazoria County Map Records, and being all of the North ½ of said Lot 30 conveyed to Thomas C. Coler and wife, Kathy J, Coler by Deed Recorded under Volume 88451, Page 760 of the Deed of Records of Brazoria County, Texas and the South ½ of said Lot 30 conveyed to Thomas C. Coler and wife, Kathy J, Coler by Deed Recorded under Volume 1459, Page 597 of the Deed of Records of Brazoria county, Texas

General Location: 13232 Max Rd., Pearland, TX

III. APPLICATION INFORMATION AND CASE SUMMARY

A. STAFF REPORT
B. APPLICANT PRESENTATION

IV. PERSONS WISHING TO SPEAK FOR OR AGAINST THE PROPOSED REQUEST

V. COUNCIL/PLANNING COMMISSION/STAFF DISCUSSION

VI. ADJOURNMENT

This site is accessible to disabled individuals. For special assistance, please call Young Lorfing, City Secretary, at 281-652-1655 prior to the meeting so that appropriate arrangements can be made.

JOINT PUBLIC HEARING AGENDA ITEM
MEETING OF APRIL 19, 2010

Conditional Use Permit No. CUP 2010-03

A request of Blake Griggs with Clear Wireless LLC., applicant for Thomas and Kathy Coler , owners, for approval of a conditional use permit to allow the co-location of antenna at an existing tower located in the Suburban Residential -12 (SR-12) Zoning District, on the following described property, to wit:

Legal Description: Approximately 9.75 Acre (424, 922 square feet) parcel situated in the H.T. & B.R.R. Co. Survey, Abstract 505, Brazoria County, Texas, being a portion of lot 30 of the Allison Richey Gulf Coast Home Company Subdivision according to the Map or Plat Thereof Recorded under volume 2, Page 23 and 24 of the Brazoria County Map Records, and being all of the North ½ of said Lot 30 conveyed to Thomas C. Coler and wife, Kathy J, Coler by Deed Recorded under Volume 88451, Page 760 of the Deed of Records of Brazoria County, Texas and the South ½ of said Lot 30 conveyed to Thomas C. Coler and wife, Kathy J, Coler by Deed Recorded under Volume 1459, Page 597 of the Deed of Records of Brazoria county, Texas

General Location: 13232 Max Rd., Pearland, TX 77584

APPROVAL PROCESS: After this Joint Public Hearing, the requested zone change application will be considered as follows:

Planning and Zoning Commission: April 19, 2010*
City Council for First and Only Reading: April 26, 2010*

(*dates subject to change if item is tabled)

SUMMARY: The applicant is requesting approval of a conditional use permit to allow the co-location of an antenna at an existing tower located in the Suburban Residential - 12 (SR-12) Zoning District along with a 7' X 7' (49 square foot) utility cabinet on a platform approximately 3 feet above ground.

SURROUNDING ZONING AND LAND USES:

	Zoning	Land Use
North	Suburban Residential-12 (SR-12)	Residential
South	City of Brookside	Residential
East	Suburban Residential-12 (SR-12)	Residential
West	City of Brookside	Residential

CONFORMANCE TO THE UNIFIED DEVELOPMENT CODE (UDC): The subject property is currently zoned as Suburban Residential-12 (SR-12). The minimum lot size for the SR-12 district is 12,000 square feet, the minimum lot width is 100 feet, and the minimum lot depth is 90 feet. The subject property exceeds these minimum requirements, as the property is approximately 9.75 acres in size, and has the lot width of approximately 407 feet, and the lot depth of approximately 1043 feet.

PLATTING STATUS: The property has not been platted.

CONFORMANCE TO THE COMPREHENSIVE PLAN: The Comprehensive Plan (2004 update adopted on July 26, 2004) recommends "Low Density Residential" for the subject property and the surrounding properties. The Comprehensive Plan further indicates that the appropriate zoning districts are "Residential Estate (RE) and Single Family Residential-1 (R-1)". Therefore, the current SR-12 zone does not conform to the Comprehensive Plan.

CONFORMANCE TO THE THOROUGHFARE PLAN: The subject property has frontage on Max Road, a major collector with an ultimate right-of-way to be widened to 80 feet. At the rear of the property there is future McHard to be widened to 120 feet. The applicant has not had the property platted and all necessary dedications need to be made at that time.

AVAILABILITY OF UTILITIES: The subject parcel served by public water and sewer lines.

IMPACT ON EXISTING AND FUTURE DEVELOPMENT: The applicant proposes as presented in the structural analysis report an additional antenna and cable at 87 feet to an existing 102 foot cellular tower with a failure rate of 104.1%. The engineer states this is sufficient capacity for the proposed additions. However, the site plan as submitted by the applicant shows the antenna and cable at 90 feet, which differs from the calculations shown on the structural analysis report. This will be the last co-location permitted without requiring additional structural support to be added to the cellular tower.

The proposed site is already screened with vegetative landscaping from the view on Max Road. However, the road leading to the tower area is not wide enough and is constructed of gravel. This needs to meet the engineering design criteria manual requirements and provide at least 1 hard surfaced parking.

Currently, residential uses surround the subject property along with the City of Brookside located to the east and north of the subject property, and SR-12 Zoning to the south and west of the subject property.

This existing use of the cellular tower and the proposed co-location of the antenna, as proposed by the applicant, will not create a significant negative impact to the subject property or the surrounding uses.

The applicant will be required to comply with all requirements of the Unified Development Code.

ADDITONAL COMMENTS:

There are no additional comments from other departments.

SITE PLAN CONSIDERATIONS: A site plan was submitted with the conditional use permit and an application for platting.

PUBLIC NOTIFICATION: Public notice/comment forms were mailed to property owners within 200 feet of the subject property under consideration. A legal notice of public hearing was published in the local newspaper, and a Zoning Sign was placed on the subject property.

OPPOSITION TO OR SUPPORT OF PROPOSED REQUEST: Staff has not received any comments either in opposition to or in support of the proposed zone change request.

STAFF RECOMMENDATION: Staff recommends approval of the Conditional Use Permit No. 2010-03 as proposed by the applicant with the following conditions, and for the following reasons:

Conditions of Approval:

1. The access road to the approximate 3,000 square foot tower area needs to be paved according to the engineering design criteria manual with at least 1 hard surfaced parking space.

Reasons for Approval:

1. The proposed facility should not have any significant negative impact on the surrounding properties and developments.

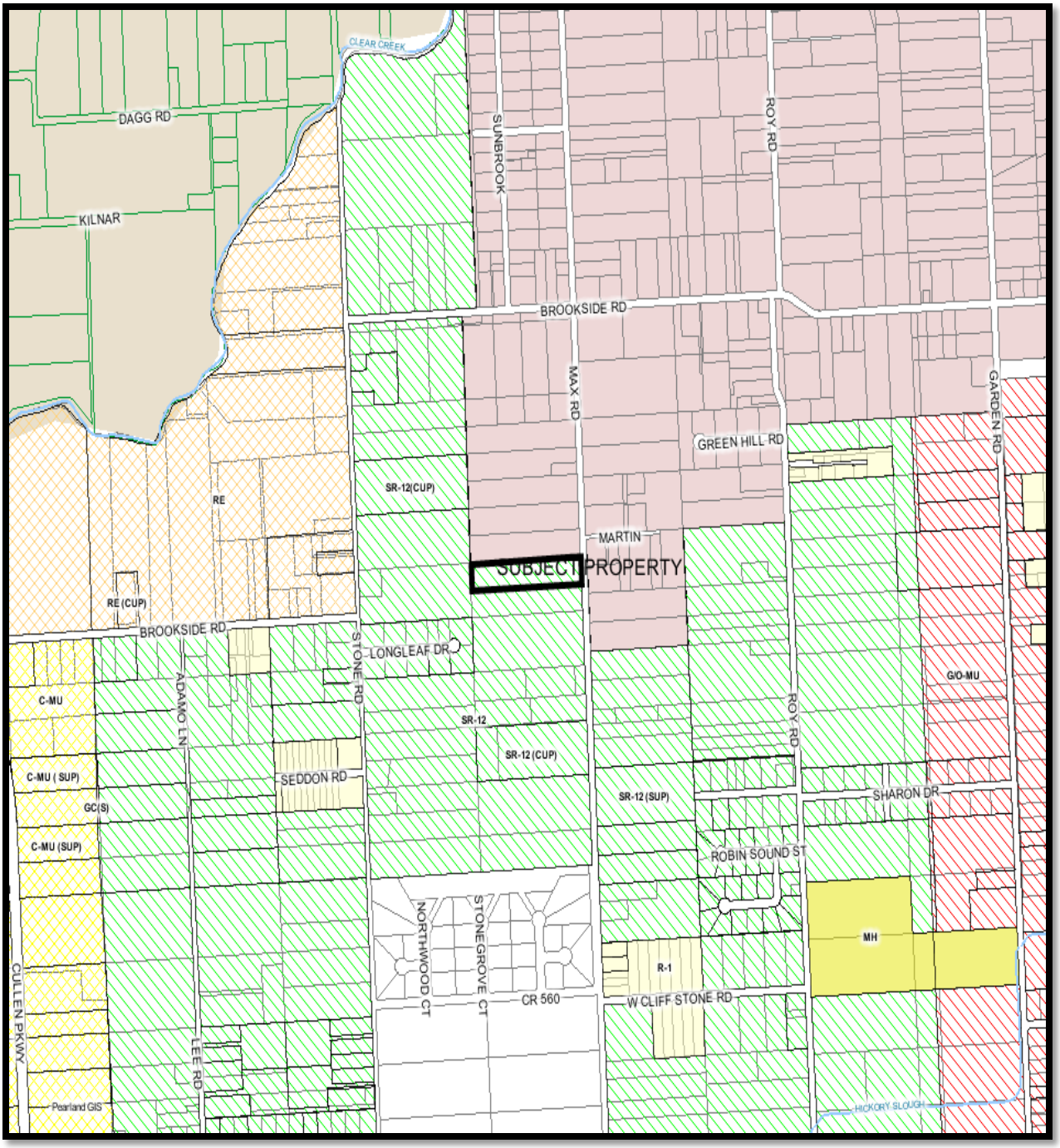
2. The cellular tower area is already screened with an opaque row of vegetation and trees from the view on Max Road.

3. Although the current SR-12 zoning does not conform to the future land use plan, the existing land uses, and the proposed co-location, would be conforming with an approved conditional use permit.

4. The proposed co-location of an antenna would be conforming to the current Unified Development Code with an approved conditional use permit.

SUPPORTING DOCUMENTS:

- Zone Change Application
- Vicinity Map
- Property Ownership Map
- Property Owner Notification List
- Zoning Map
- Future Land Use Plan
- Aerial Photograph
- Other Maps and Related Documents

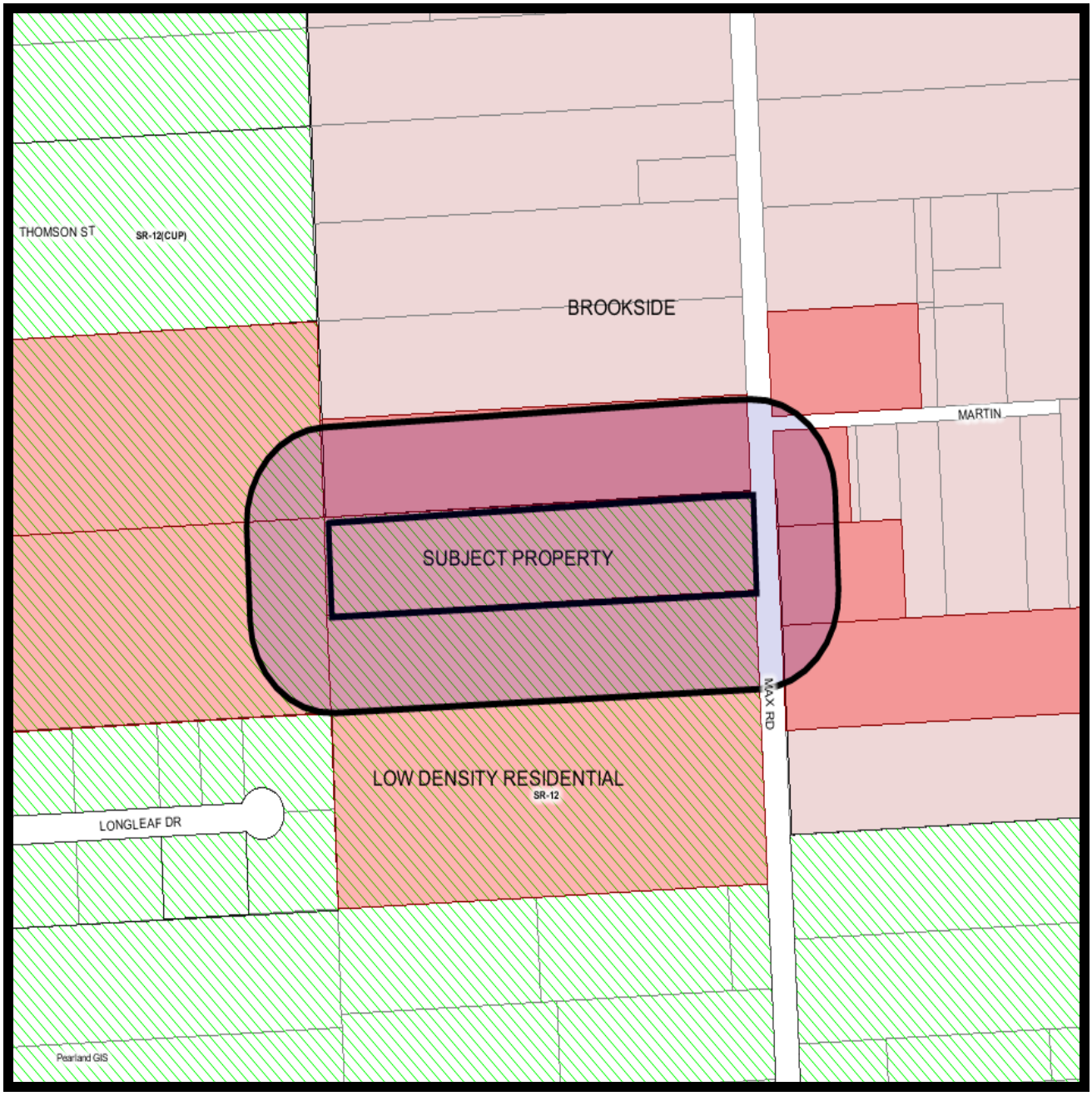


VICINITY MAP

CONDITIONAL USE PERMIT 2010-03

13232 MAX RD, PEARLAND, TEXAS

↑
NORTH



ABUTTER MAP

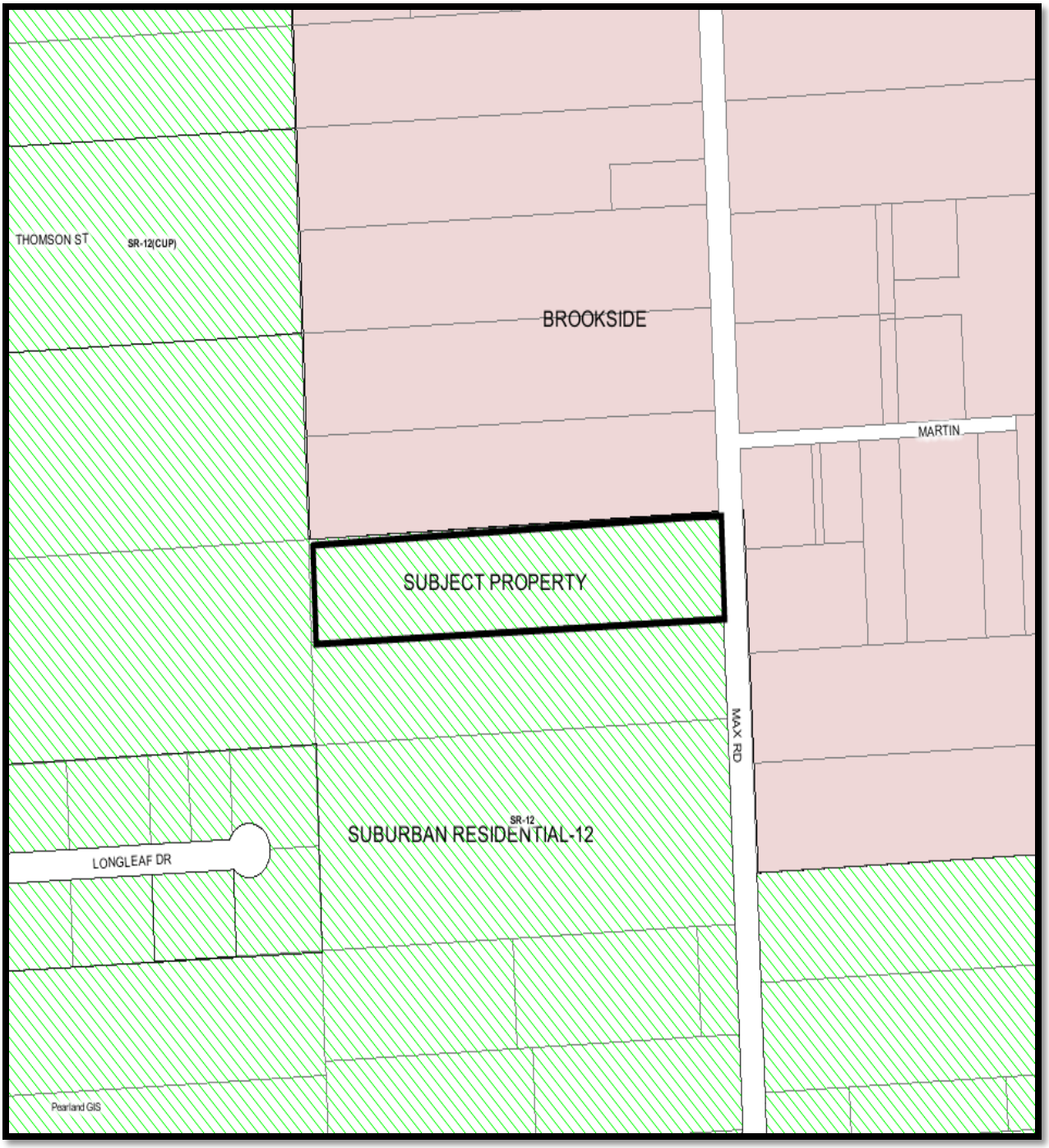
CONDITIONAL USE PERMIT 2010-03

13232 MAX RD, PEARLAND, TEXAS

↑
NORTH

CUP APPLICATION NO. 2010-03
13232 MAX RD
PROPERTY OWNERS NOTIFICATION LIST

BOOKMAN BARBARA JO	13203 MAX RD	PEARLAND	TX	77581
COLER THOMAS C	13232 MAX RD	PEARLAND	TX	77581
COLER THOMAS C	13232 MAX RD	PEARLAND	TX	77581
GATES CHARLOTTE SUE A				
HOLM J M & CO INC	1537 STONE RD	PEARLAND	TX	77581
JIMENEZ VERONICA ARISPE	13209 MAX RD	PEARLAND	TX	77581
KAMPSCHAEFER G E JR	13202 MAX RD	PEARLAND	TX	77581
RUTTER PHILLIP W & TERRI	12719 MAX RD	PEARLAND	TX	77581
SPENCER M ANN MRS	1636 MAX RD	PEARLAND	TX	77581
TRUCKNER KENNETH	13231 MAX RD	PEARLAND	TX	77581

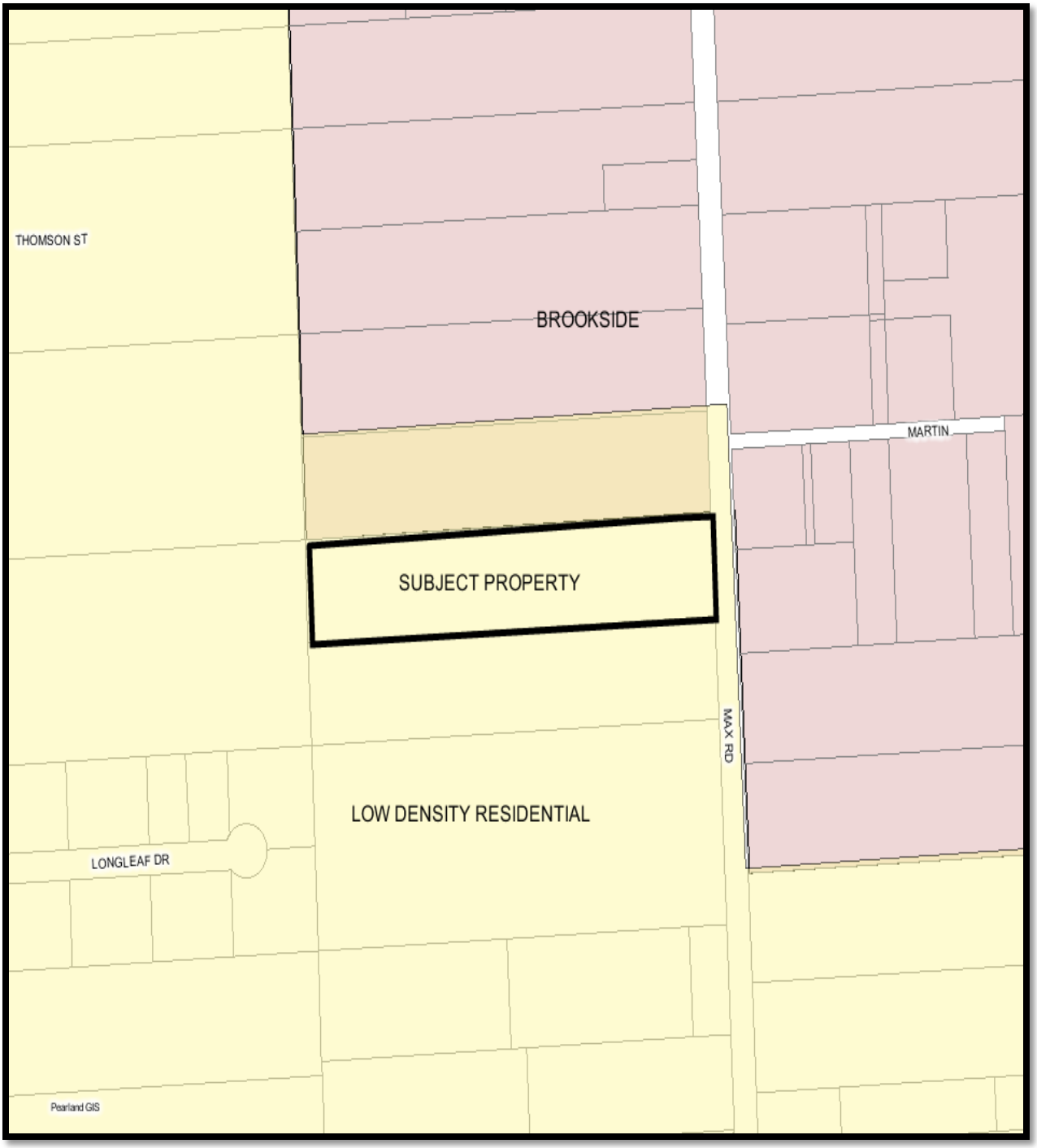


ZONING MAP

CONDITIONAL USE PERMIT 2010-03

13232 Max RD, PEARLAND, TEXAS

↑
NORTH

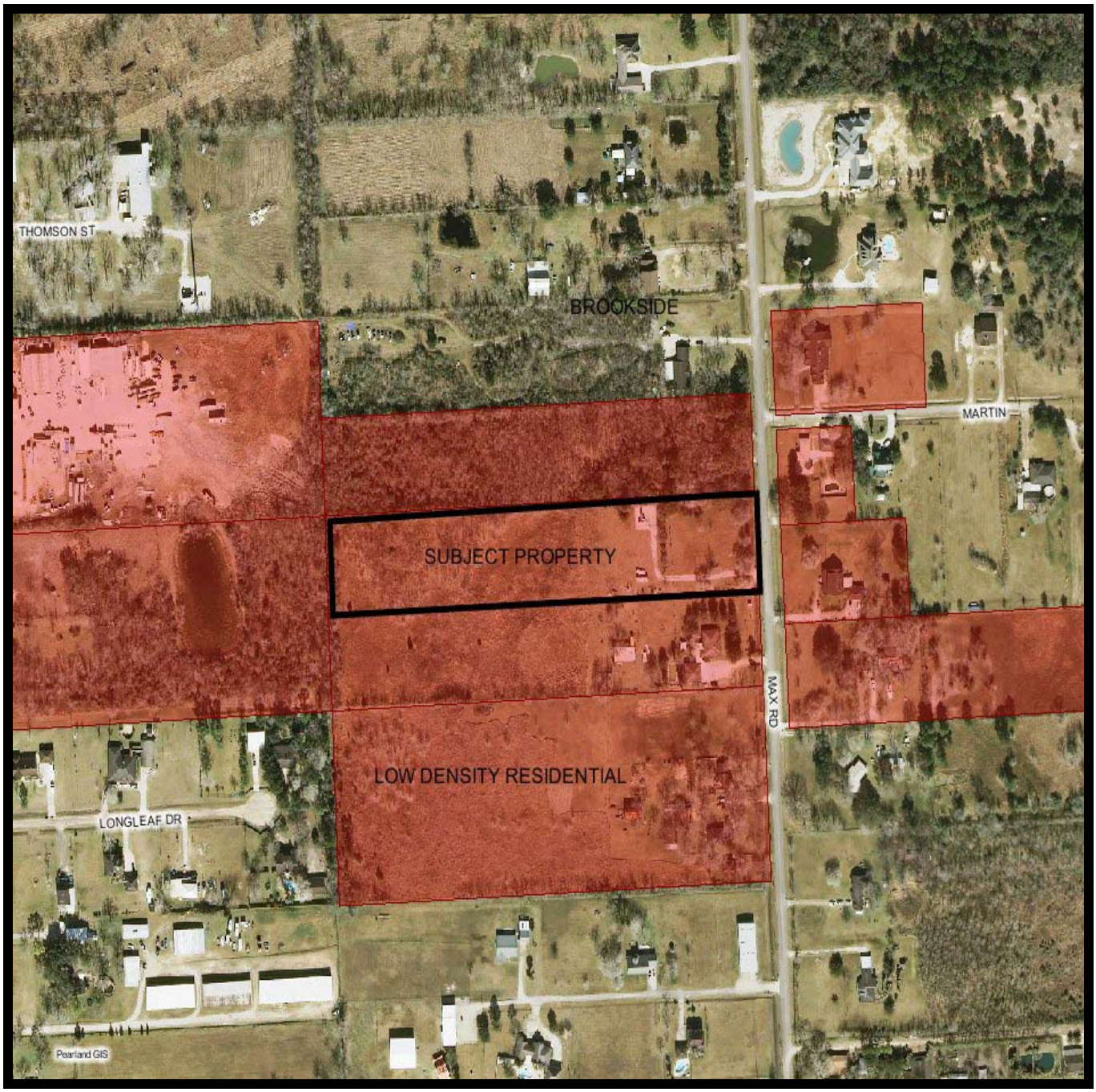


FUTURE LAND USE MAP

CONDITIONAL USE PERMIT 2010-03

13232 MAX RD ROAD, PEARLAND, TEXAS

↑
NORTH



AERIAL MAP

CONDITIONAL USE PERMIT 2010-03

13232 MAX RD, PEARLAND, TEXAS

↑
NORTH

Application for a

Conditional Use Permit

To the

City of Pearland

by

Clear Wire LLC

for

Collocation on an Existing Tower

Located at:

13232 Max Rd
(Clearwire ID: TX-HOU0227)

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APPLICATION FOR A CONDITIONAL USE PERMIT (CUP)

City of Pearland
Community Development
3523 Liberty Drive
(Community Center)
Pearland, Texas 77581
281-652-1768
281-652-1702 fax
www.cityofpearland.com

Conditional Use Permit Request for: Collocation of antenna and equipment on existing communications tower.
(list proposed use from the Table of Uses of the UDC)

Current Zoning District: SR12 - Suburban Residential

Property Information:

Address or General Location of Property: TX-HOU0227
13232 Max Rd, Pearland, TX 77581

Tax Account No. 175820

Subdivision: A0505 HT&BRR, TRACT 30A Lot:_____ Block:_____

A complete application must include all information shown on the Application Checklist attached to this application.

PROPERTY OWNER INFORMATION:

NAME Coler, Thomas C
ADDRESS 13232 Max Road CR 108
CITY Pearland STATE TX ZIP 77581
PHONE(_____)_____
FAX(_____)_____
E-MAIL ADDRESS_____

APPLICANT INFORMATION:

NAME Clear Wireless, LLC
ADDRESS 3300 Carillion Point
CITY Kirkland STATE WA ZIP 98033
PHONE(281) 580-4100
FAX(281) 580-4108
E-MAIL ADDRESS blake.griggs@powderriverdev.com

*Property owner must be the current owner of the property at the time of submittal of the application, and not the party that has the property under contract.

As owner and applicant, I hereby request approval of the above described request as provided for by the Unified Development Code of the City of Pearland.

Owner's Signature:_____ Date:_____

Agent's Signature:_____ Date:_____

OFFICE USE ONLY:

FEES PAID:	DATE PAID:	RECEIVED BY:	RECEIPT NUMBER:

Application No.

APPLICATION CHECKLIST FOR THE FOLLOWING
• Conditional Use Permits (CUP)

☐ Application, filled out completely, and signed by the owner of the property to be considered for the conditional use permit

☐ Metes and Bounds Description, Survey, or a Plat of the property.

☐ Parcel map, printed from the City of Pearland website, indicating the location and boundaries of the subject property.

☐ Letter of Intent, explaining the conditional use permit request in detail, specifying proposed uses, specific operations of the use, square footage of buildings, unique characteristics of the property, and any other necessary information

☐ Application fee of $250.00, by cash, check made payable to the City of Pearland, or credit card (Visa and MasterCard only)

☐ Site Plan or Plot Plan showing the proposed layout of the subject property, including any proposed buildings, parking, landscaped areas, detention ponds, fences, and any other relevant information

☐ Acknowledgement of the sign to be posted on the property 10 days prior to the public hearing

POSTING OF ZONING NOTIFICATION SIGNS ON PROPERTY UNDER CONSIDERATION FOR A ZONE CHANGE (OR CONDITIONAL USE PERMIT)

Any person, firm or corporation requesting a zoning change, a conditional use permit (CUP), or a variance shall be required to erect and maintain a sign(s), to be inspected by the City, upon the property for which a variance or zoning change has been requested.

Such sign(s) shall be located as follows:

(1) One (1) sign per street frontage shall be located within thirty feet (30') of the abutting street, or as determined by the City.

(2) So as to be clearly visible and readable from the public right-of-way and not obstructed in any manner.

(3) So as not to create a hazard to traffic on the public rights-of-way abutting the property.

(4) On the subject property at least ten (10) days prior to the hearing of such zoning change request by the Planning and Zoning Commission, and to remain continuously on said property until final action by the City Council or withdrawal of the case by the applicant. Removal of the sign by the applicant prior to a recommendation by the Planning and Zoning Commission and/or a final decision by the City Council shall constitute a withdrawal of the request.

(5) The signs shall be as follows:

- A minimum sign size of 2 feet by 3 feet, but no larger than 4 feet by 4 feet
- At least 2 feet above the ground
- Blue or black lettering that is a minimum of 3 inches by 1/2 inch, on a white background
- Message content as follows:

PROPOSED ZONE CHANGE
Contact City of Pearland
281-652-1768

***Signs must be professionally made; handwritten signs are not allowed.**

***Signs must be freestanding and cannot be attached to a tree, fence, or building.**

Additional Information:

- Upon making an application for a zoning change or conditional use permit, the applicant shall place sign(s) as required. The City shall inspect such sign(s) to ensure compliance as required by the UDC.

- After the zoning change or conditional use permit request is approved by the City Council, denied by the City Council, or withdrawn by the applicant, the applicant shall remove the sign from the area of the request within ten (10) days of such event.

- It shall be unlawful for anyone to remove, destroy, deface or obstruct the view of a sign which gives notice that a zoning change or conditional use permit has been requested.

- In the event the applicant shall fail to erect and/or maintain signs in accordance with this section, then the public hearing before the Planning and Zoning Commission/City Council shall be postponed to a date in the future, which would allow time for compliance.

- The erection of any sign required by this section shall not require a permit under Section 4.1.2.6 of this UDC.

- The owner or applicant shall promptly notify the Planning Department of any sign required by this section, which becomes lost, stolen or vandalized. The Planning and Zoning Commission shall have the power to decide whether or not there has been substantial compliance with the posting requirements in the case of lost, stolen or vandalized signs.

Contact Information

Tower Owner

Crown Castle
Patsey McKnight - Project Manager
1220 Augusta, Suite 500
Houston, TX 77057
713.570.3024
Patricia.McKnight@crowncastle.com

Property Owner

Thomas Coler
(281) 485-6328

Applicant

Clear Wire
Mike Brogan - Director
3800 Buffalo Speedway, Suite 200
Houston, TX 77069
(214) 395-8702
mike.brogan@clearwire.com

Agent for Applicant

Powder River Development
Blake Griggs - Real Estate Manager
13131 Champions Drive, Suite 208
Houston, TX 77069
713-261-5357
Blake.Griggs@PowderRiverDev.com

Exhibit A-1

Metes and Bounds Description of Property

Metes & Bounds Legal Description

METES AND BOUNDS
SUBJECT TRACT
9.75 ACRES (424,922 SQUARE FEET)
ALL OF CALLED NORTH 1/2 AND
SOUTH 1/2 OF LOT 30
ALLISON RICHEY GULF COAST HOME COMPANY SUBDIVSION
H.T. & B.R.R. CO. SURVEY, ASBSTRACT
BRAZORIA COUNTY, TEXAS

Being a 9.75 acre (424,922 square feet) parcel situated in the H.T. & B.R.R. Co. Survey, Abstract 505, Brazoria County, Texas, being a portion of Lot 30 of the Allison Richey Gulf Coast Home Company Subdivision according to the map or plat thereof recorded under Volume 2, Page 23 and 24 of the Brazoria County Map Records, and being all of the North 1/2 of said Lot 30 conveyed to Thomas C. Coler and wife, Kathy J. Coler by Deed recorded under Volume 88541, Page 760 of the Deed Records of Brazoria County, Texas, and the South 1/2 of said Lot 30 conveyed to Thomas C. Coler and wife, Kathy J. Coler by Deed recorded under Volume 1459, Page 597 of the Deed Records of Brazoria County, Texas, said 9.75 acre parcel more particularly described by metes and bounds as follows with all bearings based on Texas State Plane Coordinate System, South Central Zone;

BEGINNING, at a 1–inch iron pipe found in the west right–of–way line of Max Road (80' ROW), in the north line of Lot 31 of said Allison Richey Gulf Coast Home Company Subdivision, and the south line of said Lot 30, for the southeast corner of the herein described parcel;

THENCE, South 87°48'17" West (called West), 1043.82 feet (called 1043.90 feet) along the north line of said Lot 31, and the south line of said Lot 30 to a 1/2–inch iron pipe found for the northeast corner of Lot 6 of said Allison Richey Gulf Coast Home Company Subdivision, the southeast corner of Lot 5 of said Allison Richey Gulf Coast Home Company Subdivision, the northwest corner of said Lot 31, and the southwest corner of said Lot 30 and the herein described parcel;

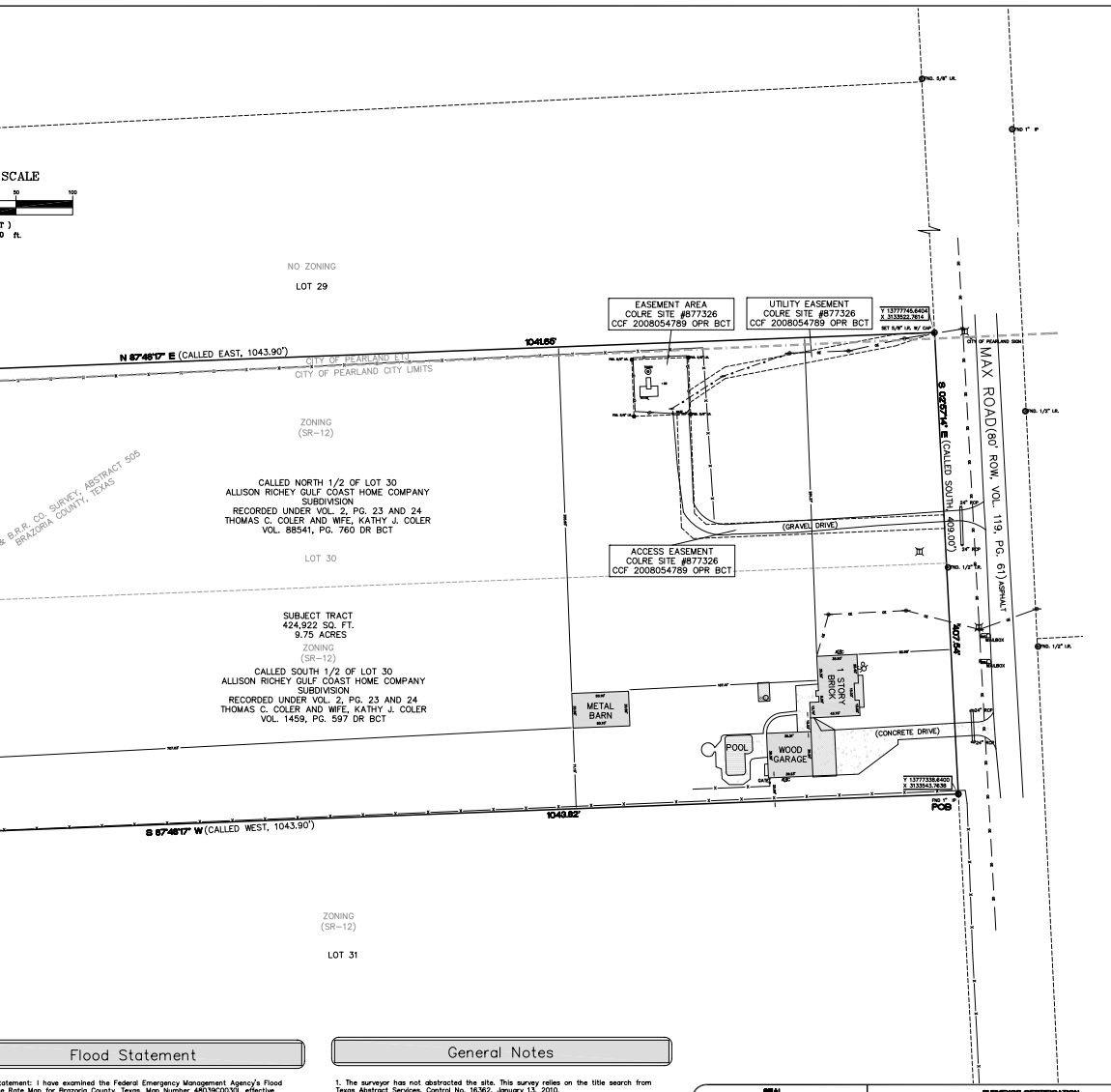
THENCE, North 02°38'55" West (called North), 407.52 feet (called 409.00 feet) along the east line of said Lot 5, and the west line of said Lot 30 to a 1–inch iron pipe for the southwest corner of Lot 29 of said Allison Richey Gulf Coast Home Company Subdivision, the southeast corner of Lot 4 of said Allison Richey Gulf Coast Home Company Subdivision, the northeast corner of said Lot 5, and the northwest corner of said Lot 30 and the herein described parcel;

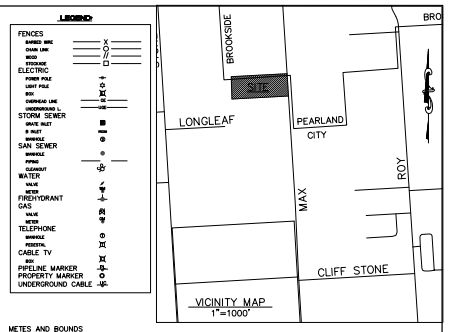
THENCE, North 87°48'17" East (called East), 1041.65 feet (called 1043.90 feet) along the south line of said Lot 29, and the north line of said Lot 30 to a 5/8–inch iron rod set with cap (stamped "4833 Town & Country") in the west right–of–way line of said Max Road, for the southeast corner of said Lot 29, and the northeast corner of said Lot 30 and the herein described parcel;

THENCE, South 02°57'14" East (called South), 407.54 feet (called 409.00 feet) along the west right–of–way line of said Max Road, and the east line of said Lot 30 to the POINT OF BEGINNING, CONTAINING 9.75 acres (424,922 square feet) of land in Brazoria County, Texas.

Exhibit A-2

Plat of Property





LEGEND

FENCES
BARBED WIRE
CHAIN LINK
WOOD
IRON/WIRE
ELECTRIC
POWER POLE
LIGHT POLE
BOX
OVERHEAD LINE
UNDERGROUND L.
STORM SEWER
GRATE INLET
D INLET
MANHOLE
SAN SEWER
MANHOLE
PIPING
CLEANOUT
WATER
VALVE
METER
FIREHYDRANT
GAS
VALVE
METER
TELEPHONE
MANHOLE
PEDESTAL
CABLE TV
BOX
PIPELINE MARKER
PROPERTY MARKER
UNDERGROUND CABLE

METES AND BOUNDS
SUBJECT TRACT
9.75 ACRES (424,922 SQUARE FEET)
ALL OF CALLED NORTH 1/2 AND
SOUTH 1/2 OF LOT 30
ALLISON RICHEY GULF COAST HOME COMPANY SUBDIVISION
H.T. & B.R.R. CO. SURVEY, ABSTRACT
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Legal Description

BOUNDARY SURVEY
ALL OF LOT 30
ALLISCON RICHEY GULF COAST HOME
COMPANY SUBDIVISION
IN THE
H.T. & B.R.R. COMPANY SURVEY, A-505
BRAZORIA COUNTY, TEXAS

DATE	REVISION-DESCRIPTION	BY	CHECKED

Flood Statement

tatement: I have examined the Federal Emergency Management Agency's Flood e Rate Map for Brazoria County, Texas, Map Number 48039C0030J, effective September 22, 1999, and the map indicates this tract to be in "Zone "X", ed to be outside 100 year flood plain"; No portion of this plat lies within a ed Special Flood Hazard Area, inundated by 100 year flood or Other Flood Areas.

If this site is not within an identified Special Flood Hazard Area, this statement t imply that the property and/or the structures thereon will be free from flooding damage. This determination has been made by scaling the property on the ed map and is not the result of an elevation survey. This flood statement shall ate liability on the part of the surveyor.

General Notes

1. The surveyor has not abstracted the site. This survey relies on the title search from Texas Abstract Services, Control No. 16362, January 13, 2010.

2. The professional service reflected on this plat of survey is provided in connection with the transaction anticipated by the title search referenced and dated above; it is not to be used for any other purpose.

3. Bearings based on State Plan Coordinates, Zone Texas South Central Zone.

4. Property lies within the City Limits and the ETJ of the City of Pearland and is subject to all building setbacks, platting requirements and other development requirements of that entity.

5. This original work is protected under copyright laws, Title 17 United States Code Sections 101 and 102. All violators will be prosecuted to the fullest extent of the law. This survey is being provided solely for the use of the recipients named and no license has been created, express or implied, to copy the survey except as is necessary in conjunction with the original transaction, which shall take place within thirty (30) days from the date adjacent to the signature line herein.

6. Twenty foot wide road easement together with drainage easement set out in Warranty Deed dated October 12, 1912, recorded in Volume 119, Page 61 Deed Records. (AS SHOWN ON SURVEY)

7. Grant of Easement dated September 4, 2008, granted to Global Signal Acquisitions IV LLC, recorded under Clerk's File No. 2008054789. (AS SHOWN ON SURVEY)

SEAL

STATE OF TEXAS
REGISTERED
DAVID J. STRAUSS
4833
PROFESSIONAL
LAND SURVEYOR

SURVEYOR CERTIFICATION

To Power River-ClearWire Houston:
I certify that this survey was made on the ground, that this plat correctly represents the facts found at the time of survey and that this professional service substantially conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 3.

David J. Strauss
R.P.L.S. 4833
Date: January 15, 2010

David J. Strauss

OWNER	FIELD BOOK	31/184
THOMAS C. COLER AND WIFE, KATHY J. COLER	FIELD WORK	SF
	DATE	01-07-10
	DRAFTING	SDR
PURCHASER	DATE	01-15-10
	CHECKED	RS
	DATE	01-15-10
	MTGE. CO.	
ADDRESS	TITLE CO.	
13232 MAX ROAD	G.F. NO.	16362
PEARLAND, TX 77581	SCALE	1"=60', 1"=30'
	KEY MAP	N/A
	JOB. NO.	2025-0001

TOWN & COUNTRY SURVEYORS, LLC
25307 NORTH FREEWAY, SUITE 100
THE WOODLANDS, TX 77380
(281)465-8730
FAX (281)465-8731
SHEET 1 OF 1

Exhibit B

Parcel Map from city website

City Parcel Map

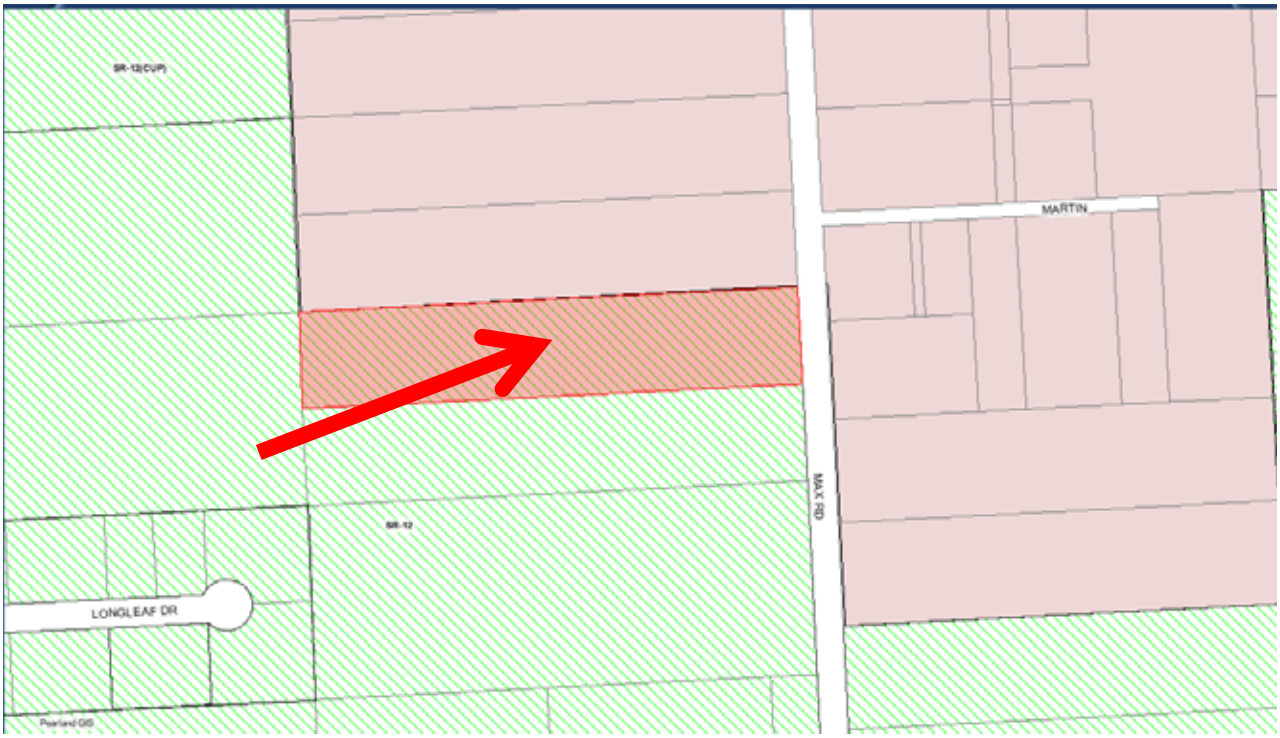


Exhibit C

Letter of Intent

CLEAR

4400 Carillon Point
Kirkland, WA 98033

p: 425-216-7600
f: 425-216-7900
www.clear.com

Tuesday, January 19, 2010

City of Pearland Community Development
3523 Liberty Dr
Pearland, TX 77581
Attn: Angela Gantuah

RE: Letter of Intent for CUP Application HOU0227

Ms. Gantuah:

Powder River Development has been contracted by Clear Wireless, LLC to manage the development of its network in the Houston area. Based on the PreDevelopment Meeting we had on 12-16-2009, I am filing for a Conditional Use Permit (CUP) for co-locating antennas and related ground equipment on an existing tower located at 13232 Max Rd, Pearland, TX 77581.

Our ground space is limited to a 7'x7' area with several small equipment cabinets, mounted on an elevated platform instead of a concrete slab. We will be adding one additional array of antennas to the tower. The only utilities involved in this proposal are telephone and electricity.

Our current proposal does not include:

- Increased tower height
- Additional ground space to the compound
- Impervious ground cover
- Removal of any trees

If you have any questions, I can be reached at 713-261-5357.

Sincerely,

Blake Griggs
Powder River Real Estate Manager
ClearWire Project Houston
Blake.Griggs@PowderRiverDev.com
281-580-4100 (office)
281-580-4108 (fax)
713-261-5357 (cell)

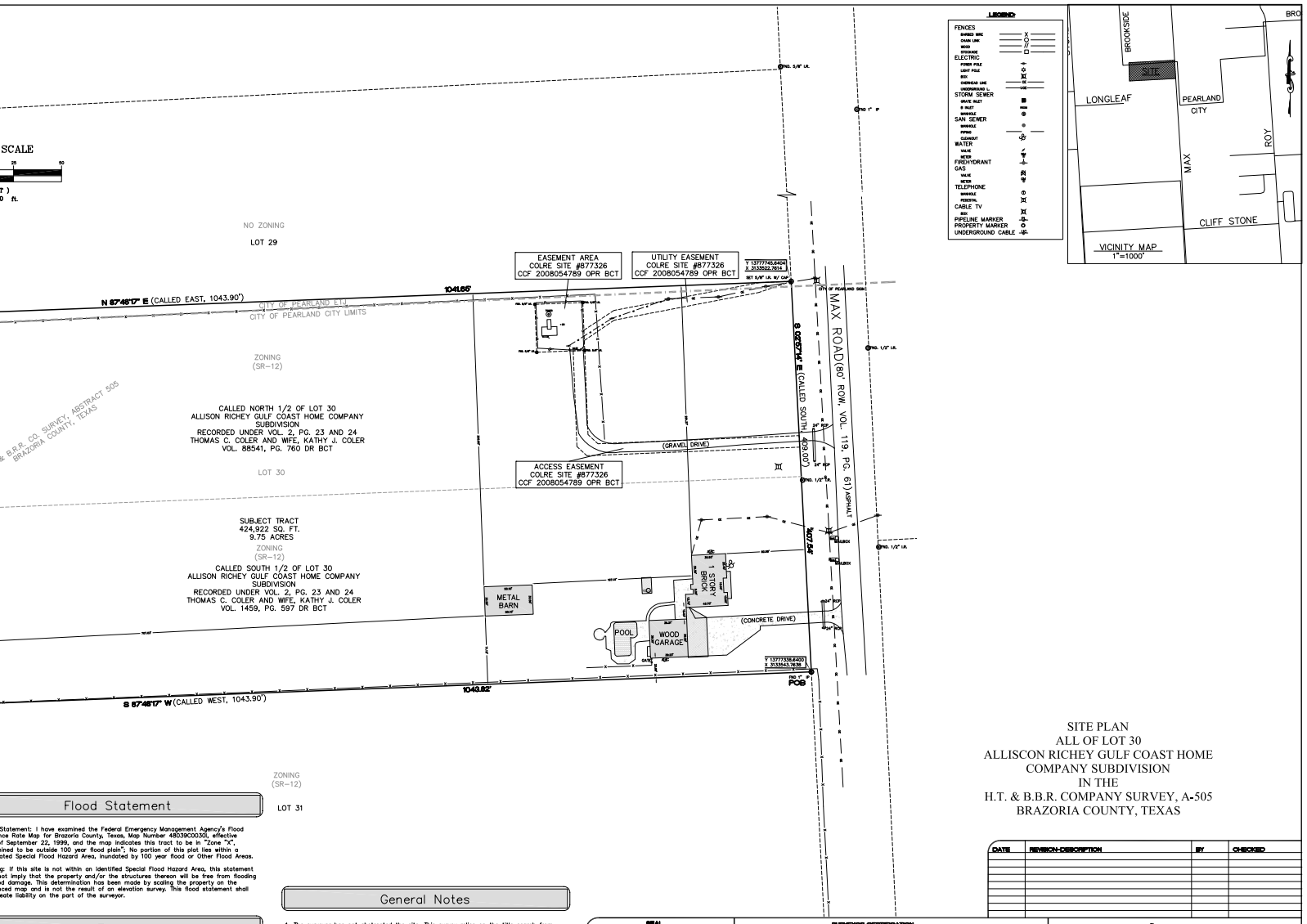
Exhibit D

Check for Application Fee

Exhibit E

Site Plan

Full set of Construction Drawings to be submitted for Building Permit



SITE PLAN
ALL OF LOT 30
ALLISCON RICHEY GULF COAST HOME
COMPANY SUBDIVISION
IN THE
H.T. & B.B.R. COMPANY SURVEY, A-505
BRAZORIA COUNTY, TEXAS

DATE	REVISION-DESCRIPTION	BY	CHECKED

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ot imply that the property and/or the structures thereon will be free from flooding
d damage. This determination has been made by scaling the property on the
ced map and is not the result of an elevation survey. This flood statement shall
eate liability on the part of the surveyor.

Zoning

Suburban Residential-12 District:

(Suburban Residential-15 District) is intended to permit the low density residential
opment of detached single-family dwelling units and appropriate desirable open
The minimum lot size within this zoning district shall be at least 15,000 square
area.

ts
m Lot Area-12,000 square feet
m Lot Width-100'
m Lot Depth-90'
um Lot Coverage-60%

Restrictions-No building shall exceed 35' in height

Yards
m Front Yard-25'; 20' for Cul-de-sac lots and thumbnail lots.
m Side Yard-10'; equal to the front yard when abutting a street ROW.
m Rear Yard-20'; 30' when adjacent to a thoroughfare or collector roadway, except
scaping is provided and is visible from (i.e., there is no fence or other visible
ction) the thoroughfare or collector.

General Notes

1. The surveyor has not abstracted the site. This survey relies on the title search from Texas Abstract Services, Control No. 16362, January 13, 2010.

2. The professional service reflected on this plat of survey is provided in connection with the transaction anticipated by the title search referenced and dated above; it is not to be used for any other purpose.

3. Bearings based on State Plan Coordinates.

4. Property lies within the City Limits and the ETJ of the City of Pearland and is subject to all building setbacks, platting requirements and other development requirements of that entity.

5. This original work is protected under copyright laws, Title 17 United States Code Sections 101 and 102. All violators will be prosecuted to the fullest extent of the law. This survey is being provided solely for the use of the recipients named and no license has been created, express or implied, to copy the survey except as is necessary in conjunction with the original transaction, which shall take place within thirty (30) days from the date adjacent to the signature line herein.

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SEAL

STATE OF TEXAS
DAVID J. STRAUSS
4833
REGISTERED
LAND SURVEYOR

SURVEYOR CERTIFICATION

To Power River-ClearWire Houston:
I certify that this survey was made on the ground, that this plat correctly represents the facts found at the time of survey.

David J. Strauss
R.P.L.S. 4833
Date: January 15, 2010

David J Strauss

OWNER	FIELD BOOK	31/184
THOMAS C. COLER AND WIFE, KATHY J. COLER	FIELD WORK	SF
	DATE	01-07-10
	DRAFTING	SDR
PURCHASER	DATE	01-15-10
PURCHASER	CHECKED	RS
	DATE	01-15-10
	MTGE. CO.	
ADDRESS	TITLE CO.	
13232 MAX ROAD	G.F. NO.	16362
PEARLAND, TX 77581	SCALE	1"=50'
	KEY MAP	N/A
	JOB. NO.	2025-0001

TOWN & COUNTRY SURVEYORS, LLC
25307 NORTH FREEWAY, SUITE 100
THE WOODLANDS, TX 77380
(281)465-8730
FAX (281)465-8731
SHEET 1 OF 1

lear wireless, llc

Clear Wireless Site Name: Crown 877326 Coler

ar Wireless Site #: TX-HOU0227-A Crown CI Site ID: 877326

EX

	REV
	0
	0
NNA CONFIGURATION	0
	0
	0
UIPMENT ELEVATION	0
G PLAN & DETAILS	0
G DETAILS	0
LOAD SCHEDULE	0
G SPECIFICATIONS	0

PPLICABLE CODES

TRUCTION WORKS AND MATERIALS SHALL ITH THE LATEST ADOPTED EDITION OF THE:

NATIONAL BUILDING CODE (IBC) 2003 AND L CODES FOR THE JURISDICTION IN WHICH ECT IS BEING CONSTRUCTED.

TRIAL CODE EIA/TIA-222 F

PATIONAL SAFETY AND HEALTH STANDARDS

NAL ELECTRICAL CODE

RM MECHANICAL CODE

new services & grounding trenches, "WARNING" tape at 12" below

STOP
"CALL BEFORE YOU DIG"
1-800-245-4545
TEXAS ONE CALL UTILITY SYSTEM

VICINITY MAP

DRIVING DIRECTIONS:

FROM CLEAR WIRELESS, LLC OFFICE IN PRUITT RD., THE WOODLANDS, TX 77380

TAKE 59 SOUTH, EXIT TO 288 SOUTH. CONTINUE ON 288 SOUTH TO FM 518 (PEARLAND EXIT). TURN LEFT AT FM 518 (W. BROADWAY STREET) AND HEAD TOWARDS PEARLAND. CONTINUE TO DRRIVE PASS INTERSECTION OF W. BRAODWAY STREET AND CULLEN BLVD, THE STREET RIGHT BEFORE JACK IN THE BOX IS MAX ROAD. TURN LEFT AND PROCEED TO SITE WHICH WILL BE BEHIND MOBLIE HOME ON LEFT

A.D.A. COMPLIANCE

FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION

THIS FACILITY SHALL MEET OR EXCEED ALL FAA AND FCC REGULATORY REQUIREMENT

PROJECT INFORMATION

SITE NAME:	CROWN 877326 COLER
SITE NUMBER:	TX-HOU0227-A
CROWN SITE NAME:	COLER
CROWN BU#:	877236
SITE ADDRESS:	13232 MAX ROAD PEARLAND, TX 77581
LATITUDE:	29.582820 N
LONGITUDE:	-95.334650 W
TOWER OWNER ADDRESS:	CROWN CASTLE
CONTACT:	CHRISTI KING (713) 570-3122
APPLICANT:	CLEAR WIRELESS, LLC 4400 CARILLION POINT KIRKLAND, WA 98033
LOCAL OFFICE:	CLEAR WIRELESS, LLC 1027 PRUITT RD. THE WOODLANDS, TX 77380
CONTACT:	DOMINIQUE LAAN (504) 733-0899

STATE OF TEXAS
AHMAD S. ALAYYUBI
85368
LICENSED PROFESSIONAL ENGINEER
08/13/09

SITE QUALIFICATION PARTICIPANTS

	NAME	SIGNATURE	DATE
RF			
CONSTRUCTION			
INTERCONNECT			
SITE DEV. MANAGER			
PROPERTY OWNER			
PLANNING			

ess, llc
POINT
98033

POWDER RIVER
Development Services, LLC
13131 Champions Dr., Ste # 208
Houston, TX 77069
Phone: (281) 580-4100
Fax: (281) 580-4108

Clear Wireless Site Name:
Crown 877326 Coler
Clear Wireless Site # TX-HOU0227-A
13232 MAX ROAD
PEARLAND, TX 77581

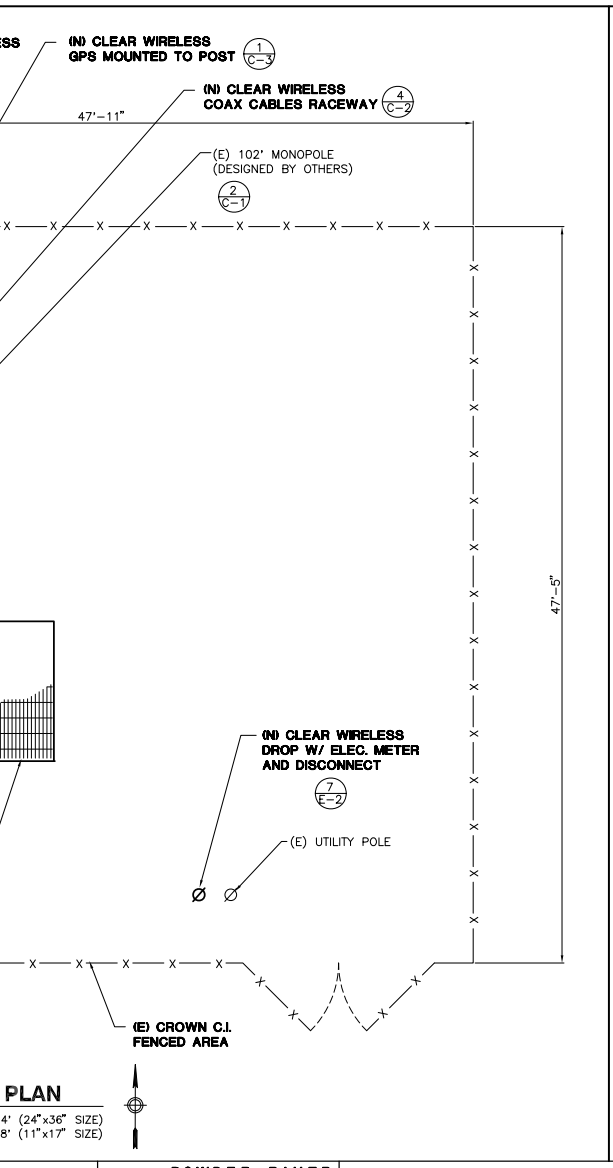
NO.	DATE	REVISIONS	BY	CHK	APP'D
0	08/13/09	CONSTRUCTION	EC	VD	HM
A	07/22/09	CONSTRUCTION REVIEW	EC	VD	HM

SCALE: AS SHOWN | DESIGNED BY: OTHERS | DRAWN BY: EC

NEW TOWER, LLC
IRON MOUNTAIN, MI

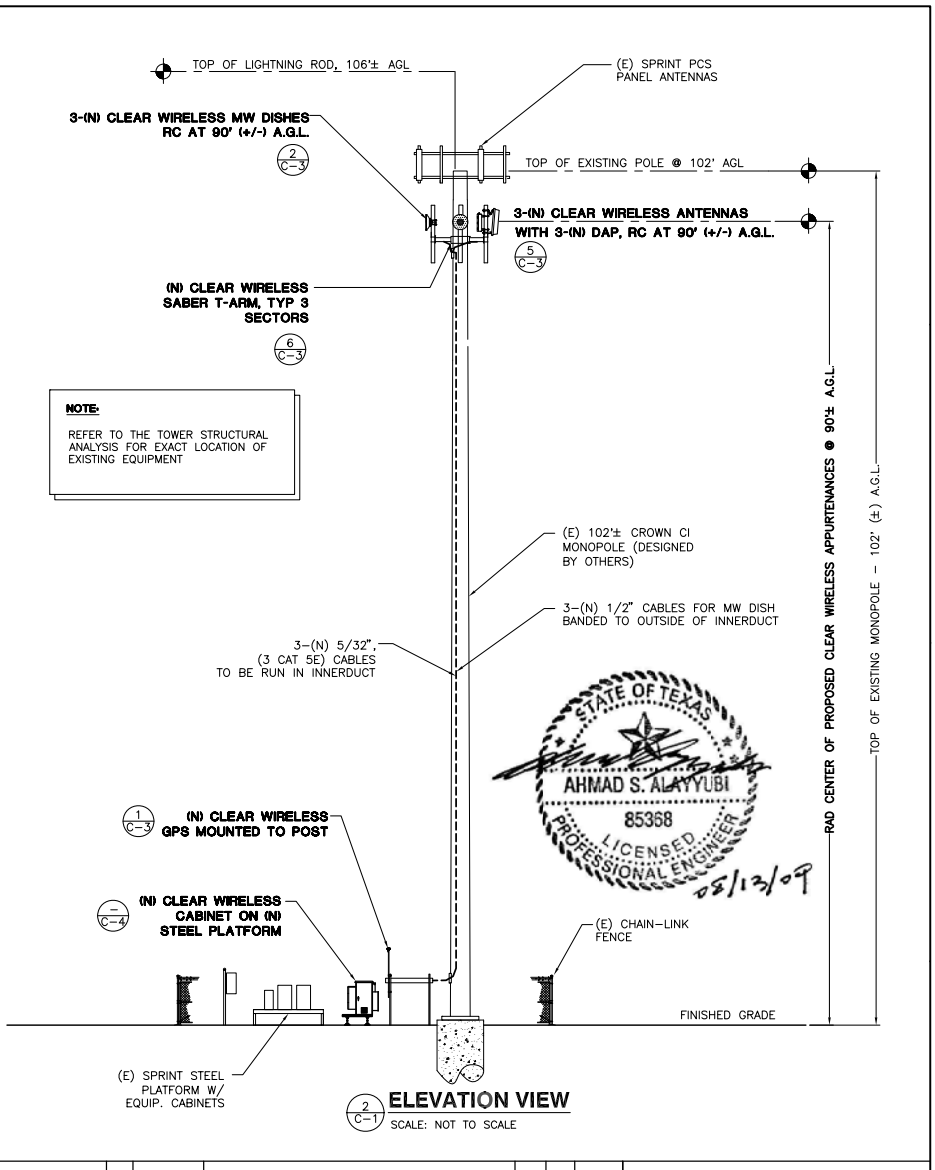
TITLE SHEET

DRAWING NUMBER: TX-HOU0227-A-T1 | REV: 0



PLAN

4' (24"x36" SIZE)
8' (11"x17" SIZE)



ess, llc
POINT
98033

POWDER RIVER
Development Services, LLC
13131 Champions Dr., Ste # 208
Houston, TX 77069
Phone: (281) 580-4100
Fax: (281) 580-4108

Clear Wireless Site Name:
Crown 877326 Coler
Clear Wireless Site # TX-HOU0227-A
13232 MAX ROAD
PEARLAND, TX 77581

NO.	DATE	REVISIONS	BY	CHK	APP'D
0	08/13/09	CONSTRUCTION	EC	VD	HM
A	07/22/09	CONSTRUCTION REVIEW	EC	VD	HM

SCALE: AS SHOWN | DESIGNED BY: OTHERS | DRAWN BY: EC

NEW TOWER, LLC
IRON MOUNTAIN, MI

SITE PLAN AND ELEVATION

DRAWING NUMBER: TX-HOU0227-A-C1
REV: 0

BY FIELD MEASUREMENTS. THE
S AND NOTIFY THE ENGINEER OF

ALL BE RESPONSIBLE FOR
UIRED FOR THE WORK.

N OF THE AISC SPECIFICATIONS
SIGN AND PLASTIC DESIGN
RD PRACTICE.

TO ASTM A-36. ALL STRUCTURAL
STRUCTURAL STEEL TUBING SHALL
COMPONENTS AND FABRICATED
ATION.

ELDING SOCIETY (AWS)
RODES SHALL BE E70XX. FIELD
REAS) AFTER WELDING IS

PORT ASSEMBLIES SHALL
STENERS FOR STRUCTURAL STEEL
BE 5/8" MIN. DIA, BEARING TYPE
ALL EXPOSED FASTENERS, NUTS
SE. CONCRETE EXPANSION
WISE. ALL ANCHORS INTO

MENT SHALL BE AS SPECIFIED BY
DOCUMENTS. THE CONTRACTOR
CURE THE CABLES. ETHERNET
ER USING UV-RESISTANT TIE

. CONTRACTOR SHALL VERIFY
STARTING CONSTRUCTION,

RADE 60, DEFORMED BILLET STEEL

OSTS, GATES AND ALL NECESSARY
E SYSTEM COMPONENTS SHALL BE
BE SWING GATES WITH 6'-0"
FORMATION. INSTALL FENCE AFTER

MOVE UNSUITABLE SOFT OR
UBGRADE. FILL UNDERCUT UP TO
GEOTEXTILE FILTER FABRIC ON
) FINISHED GRADE.

URAL CAPACITY OF THE EXISTING
OADS FROM THE PROPOSED

ND COLD GALVANIZING,

UT ENDS.

(HANDICAPPED ACCESS NOT

E METER.

REWS EXPERIENCED IN THE
LINES AND SUPPORT

ERVE AND PRACTICE ALL O.S.H.A.
RE TECHNOLOGIES, INC.

OR TO COMMENCING ALL WORK
WNED SITE. CLEARWIRE
TY HAZARDS FOUND DURING THE
VORK SHALL BE HALTED UNTIL
Y HAZARD, IF POSSIBLE, SHOULD
ER THE CONTRACTOR HAS
) HAS RECEIVED APPROVAL FROM
N.

ED BEFORE INSTALLATION OF ANY

MICROWAVE / RF DATA SHEET
SITE NUMBER: TX-HOU0228

SECTOR	ANTENNA MODEL	QTY	AZIMUTH (°)	AGL (FT)	ELECT TILT	MECH TILT
A	ARGUS PANEL LLPX310R	1	0	90		
B	ARGUS PANEL LLPX310R	1	120	90		
C	ARGUS PANEL LLPX310R	1	240	90		
ANDREW VHLP2.5-11 30" DIA. MW DISH		1	80.1154	90		
ANDREW VHLP2-18 24" DIA. MW DISH		1	169.1237	90		
ANDREW VHLP2-11 11GHz 24" DIA. MW DISH		1	265.683	90		
(1) DRAGONWAVE BTS UNITS, MODEL HORIZON COMPACT		ONE PER MW DISH **				
(3) CLEARWIRE BTS UNITS, MODEL TYPE IV BTS DAP		ONE PER ANTENNA, MOUNTED BEHIND PANEL ANTENNA **				

* CHECK FINAL RF DATA SHEET BEFORE INSTALLATION.
** SEE TOWER STRUCTURAL ANALYSIS REPORT FOR EXACT LOCATION OF THE BTS MOUNTS

1 C-2 **ANTENNA INFORMATION**
N.T.S.

SECTOR DEGREE RANGE	MARKING METHOD COLOR BANDS	BAND NUMBER
301° TO 60°	RED	SMALLEST NUMBER IN THIS SECTOR DEGREE RANGE WILL BE LABELED "R1". THE NEXT LARGER NUMBER WILL BE LABELED "R2".
61° TO 180°	BLUE	SMALLEST NUMBER IN THIS SECTOR DEGREE RANGE WILL BE LABELED "B1". THE NEXT LARGER NUMBER WILL BE LABELED "B2".
181° TO 300°	YELLOW	SMALLEST NUMBER IN THIS SECTOR DEGREE RANGE WILL BE LABELED "Y1". THE NEXT LARGER NUMBER WILL BE LABELED "Y2".

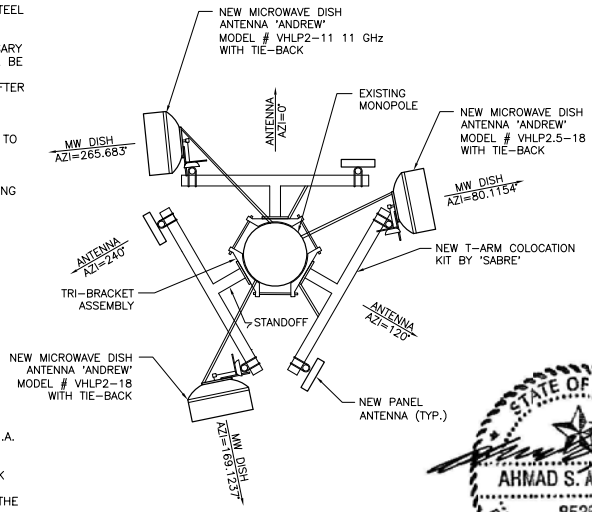
NOTES:

1. LABEL MARKINGS SHALL BE REPLACED WITHIN 12" OF THE CABLE AT BOTH ENDS, AT OR NEAR TOWER MGB AND EITHER PRIOR TO THE ENTRY INTO THE CONDUIT OR PRIOR TO ENTRY INTO THE CABINET. LABEL MARKING SHALL BE AT LEAST 1" WIDE BUT NOT MORE THAN 2" WIDE. FOR MULTIPLE BAND MARKINGS, BANDS SHALL BE SEPARATED BY AT LEAST 1" BUT NOT MORE THAN 2".

2. ETHERNET CABLES SHALL BE ATTACHED TO THE TOWER WAVEGUIDE LADDER USING UV-RESISTANT BLACK CABLE TIES WITH MINIMUM 40 LBS. BREAKING STRENGTH.

3. MW CABLE MARKING – GOING CLOCKWISE THE FIRST MW ANTENNA IN EACH SECTOR RANGE WILL HAVE ONE (1) WRAP OF THE SECTOR COLOR, THE SECOND MW ANTENNA IN THE SAME SECTOR WILL HAVE TWO (2) WRAPS OF THE PARTICULAR SECTOR COLOR TAPE.

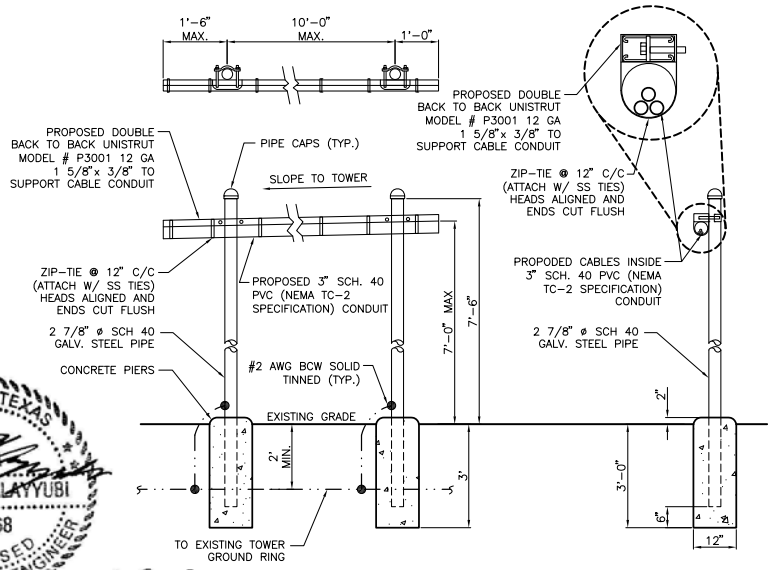
2 C-2 **COAX CABLE COLOR CODING**
N.T.S.



FOR FINAL CONFIRMATION OF ANTENNA ORIENTATION THE RF CONFIGURATION ALWAYS HAS PRECEDENCE

3 C-2 **ANTENNA CONFIGURATION**
N.T.S.

STATE OF TEXAS
AHMAD S. ALAYYUBI
85358
LICENSED PROFESSIONAL ENGINEER
08/13/09



4 C-2 **COAX CABLE RACEWAY DETAILS**
N.T.S.

ess, llc
POINT
98033

POWDER RIVER
Development Services, LLC
13131 Champions Dr., Ste # 208
Houston, TX 77069
Phone: (281) 580-4100
Fax: (281) 580-4108

Clear Wireless Site Name:
Crown 877326 Coler
Clear Wireless Site # TX-HOU0227-A
13232 MAX ROAD
PEARLAND, TX 77581

NO.	DATE	REVISIONS	BY	CHK	APP'D
0	08/13/09	CONSTRUCTION	EC	VD	HM
A	07/22/09	CONSTRUCTION REVIEW	EC	VD	HM

SCALE: AS SHOWN DESIGNED BY: OTHERS DRAWN BY: EC

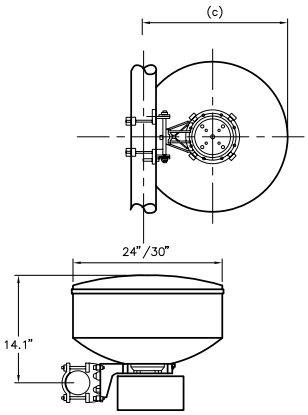
NEW TOWER, LLC
IRON MOUNTAIN, MI

GENERAL NOTES & ANTENNA CONFIGURATION

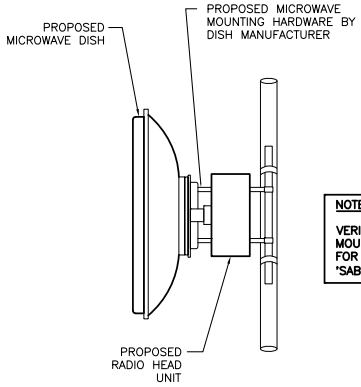
DRAWING NUMBER: TX-HOU0227-A-C2
REV: 0

MICROWAVE DISH	
MANUFACTURER	ANDREWS
PART #	VHLP2–18 & VHLP2–11 11GHz
(a) DIAMETER	24"
(b) DEPTH	14.1"
(c) OFFSET	N/A
WEIGHT	31 LBS.

MICROWAVE DISH	
MANUFACTURER	ANDREWS
PART #	VHLP2.5–18
(a) DIAMETER	30"
(b) DEPTH	14.1"
(c) OFFSET	N/A
WEIGHT	31 LBS.

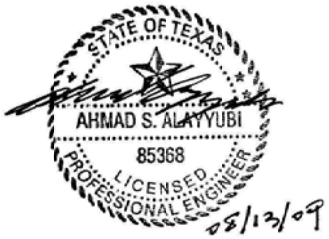


2 C–3 **MICROWAVE SPECIFICATION**
N.T.S.

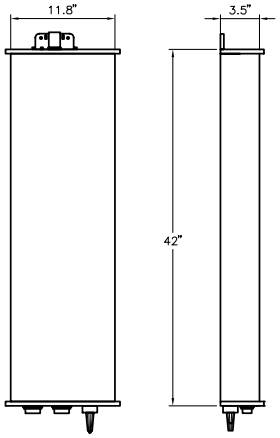


NOTE:

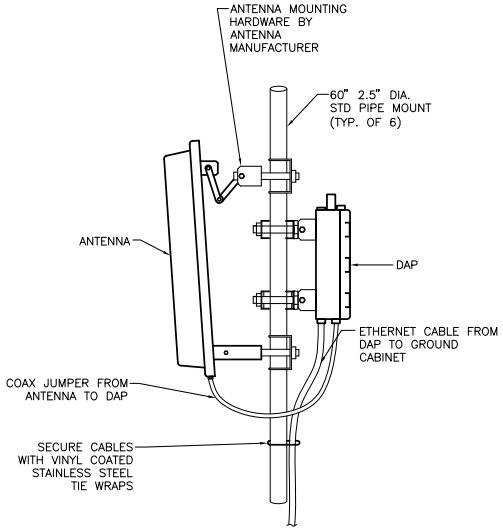
VERIFY EXACT TYPE OF MOUNT ASSEMBLY REQUIRED. FOR INSTALLATION REFER TO 'SABRE' DWGS. 2262/2264



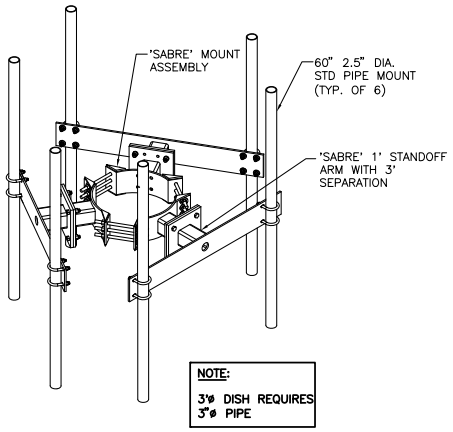
PANEL ANTENNA	
MANUFACTURER	ARGUS
PART #	LLPX310R
(x) LENGTH	42"
(y) WIDTH	11.8"
(z) DEPTH	4.5"
WEIGHT	22.66 LBS.



4 C–3 **ANTENNA SPECIFICATION**
N.T.S.



5 C–3 **ANTENNA MOUNTING DETAILS**
N.T.S.



NOTE:

3"ø DISH REQUIRES 3"ø PIPE

6 C–3 **STANDOFF MOUNT ASSEMBLY**
N.T.S.

ess, llc
POINT
98033

POWDER RIVER
Development Services, LLC
13131 Champions Dr., Ste # 208
Houston, TX 77069
Phone: (281) 580-4100
Fax: (281) 580-4108

Clear Wireless Site Name:
Crown 877326 Coler
Clear Wireless Site # TX-HOU0227-A
13232 MAX ROAD
PEARLAND, TX 77581

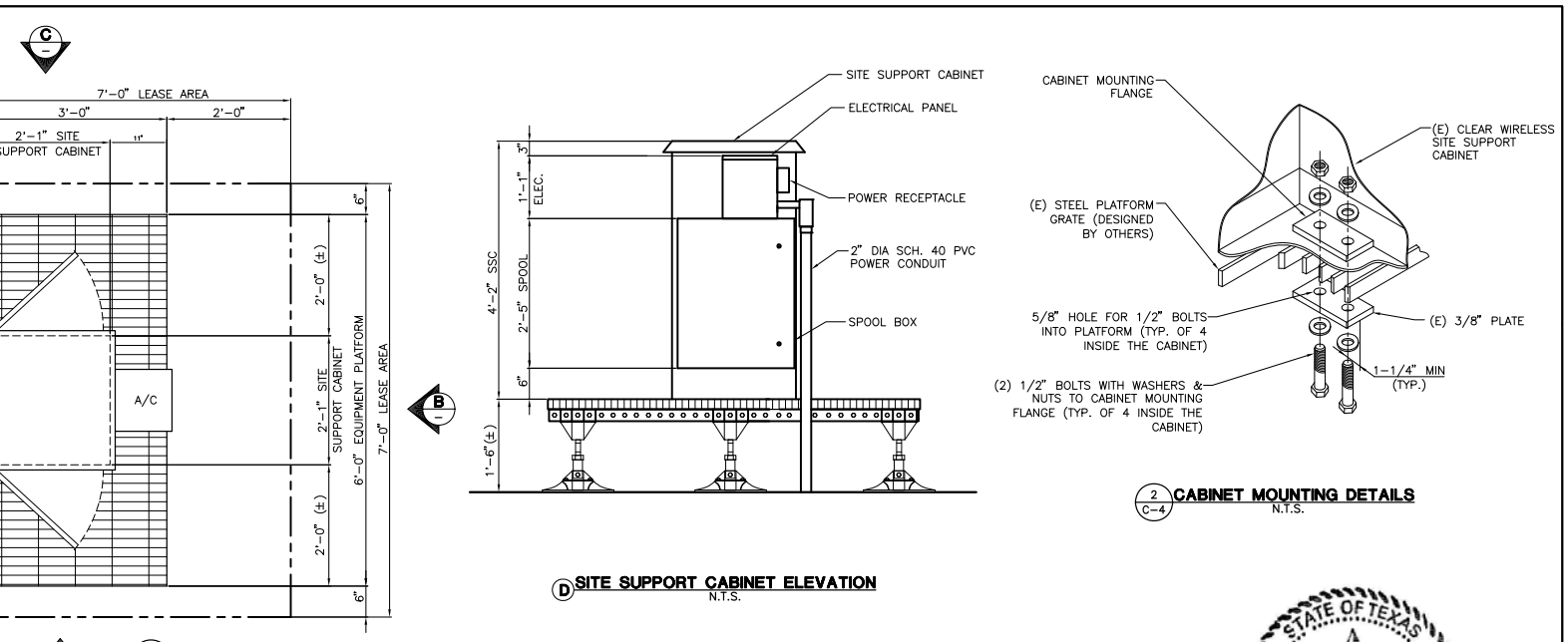
NO.	DATE	REVISIONS	BY	CHK	APP'D
0	08/13/09	CONSTRUCTION	EC	VD	HM
A	07/22/09	CONSTRUCTION REVIEW	EC	VD	HM

SCALE: AS SHOWN DESIGNED BY: OTHERS DRAWN BY: EC

NEW TOWER, LLC
IRON MOUNTAIN, MI

ANTENNA DETAILS

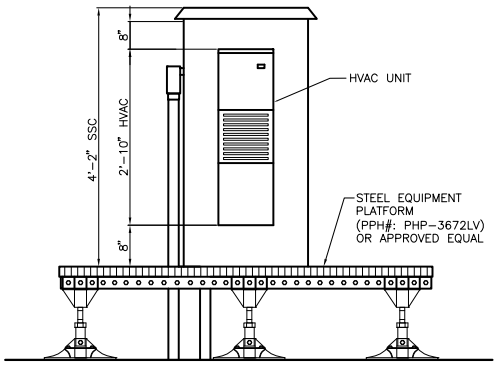
DRAWING NUMBER: TX-HOU0227-A- C3
REV: 0



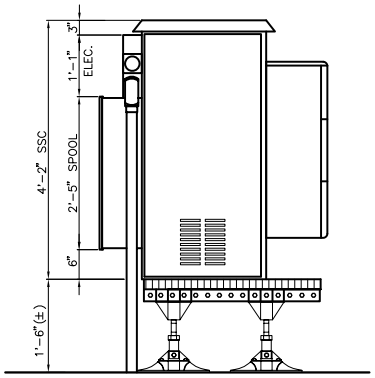
1 C-4 EQUIPMENT PLAN
N.T.S.

D SITE SUPPORT CABINET ELEVATION
N.T.S.

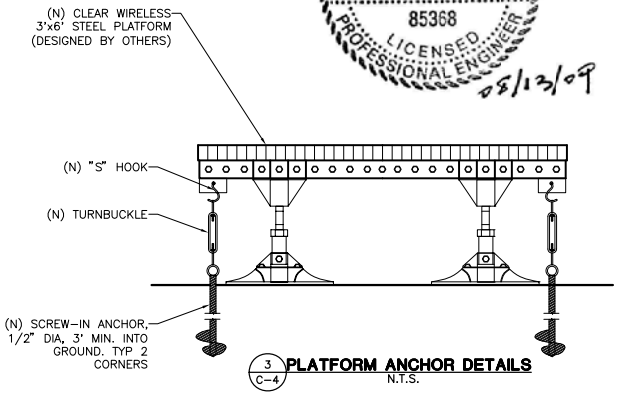
2 C-4 CABINET MOUNTING DETAILS
N.T.S.



B SITE SUPPORT CABINET ELEVATION
N.T.S.



A SITE SUPPORT CABINET ELEVATION
N.T.S.



3 C-4 PLATFORM ANCHOR DETAILS
N.T.S.

STATE OF TEXAS
AHMAD S. ALAYYUBI
85368
LICENSED PROFESSIONAL ENGINEER
08/13/09

ess, llc POINT 98033	POWDER RIVER Development Services, LLC 13131 Champions Dr., Ste # 208 Houston, TX 77069 Phone: (281) 580-4100 Fax: (281) 580-4108	Clear Wireless Site Name: Crown 877326 Coler Clear Wireless Site # TX-HOU0227-A 13232 MAX ROAD PEARLAND, TX 77581	0 08/13/09 CONSTRUCTION EC VD HM A 07/22/09 CONSTRUCTION REVIEW EC VD HM NO. DATE REVISIONS BY CHK APP'D SCALE: AS SHOWN DESIGNED BY: OTHERS DRAWN BY: EC	NEW TOWER, LLC IRON MOUNTAIN, MI EQUIPMENT DETAILS DRAWING NUMBER TX-HOU0227-A- C4	REV 0

Exhibit F

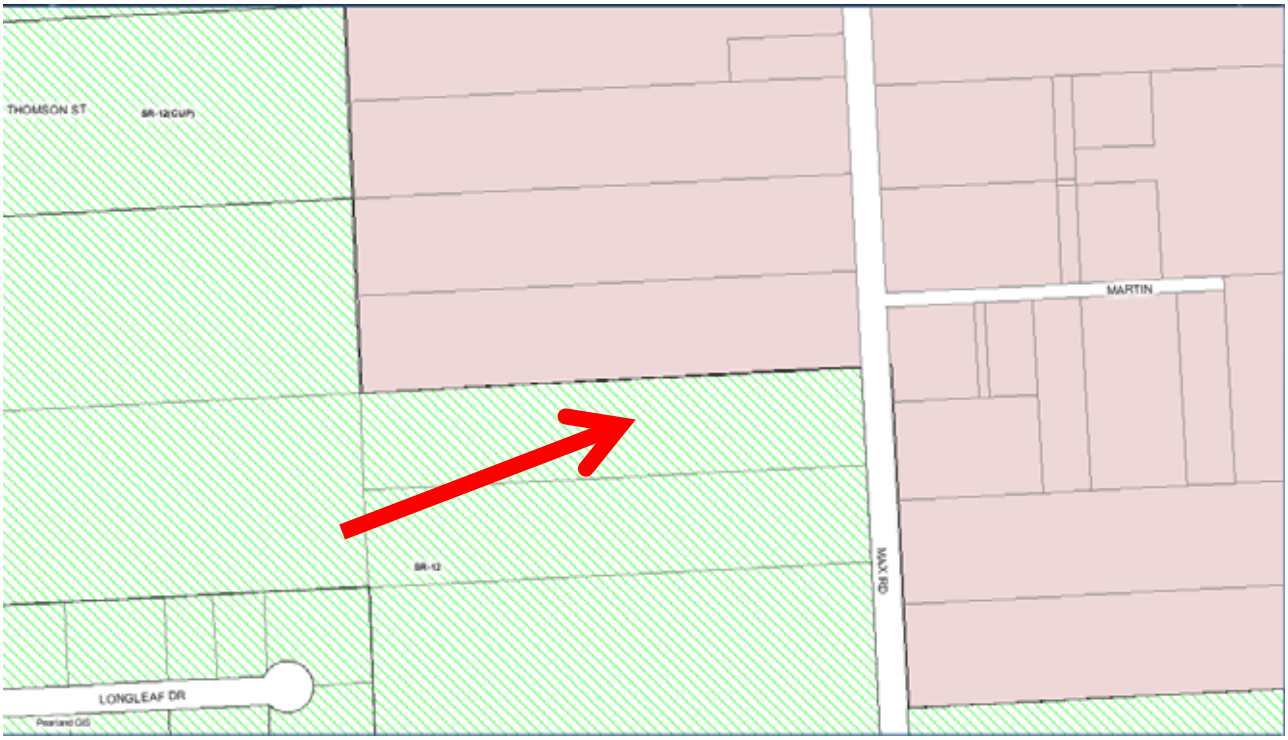
Acknowledgement of Posting

To be submitted upon actual posting

Supplemental A

Maps

Zoning Map



Zoning Map with Aerial

Satellite Image

Enlarged Satellite Image

Supplement B

Photos

Site Photos

Existing tower site

Existing equipment compound

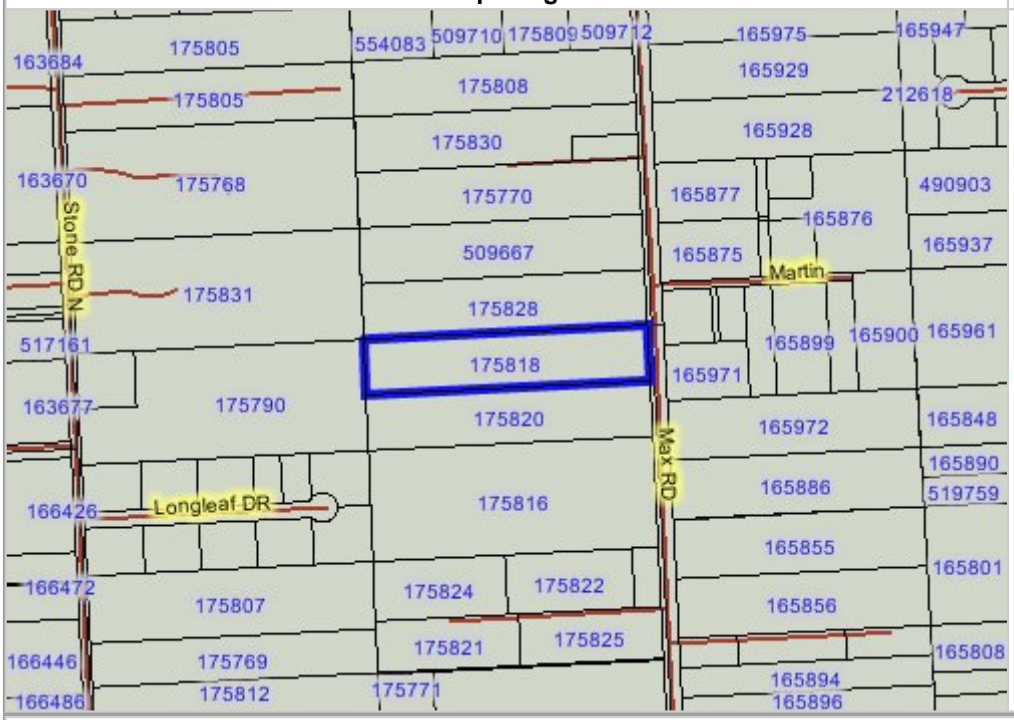
Supplement C

Property Records

Brazoria CAD

Property Search Results > Property ID 175818 COLER THOMAS C for Year 2009

Map Image



Legend

- dynField5PROP_ID
- dynProperty
- ZoomHighlightLayer
- County
- Abstracts
- City Limits
- Export
- Parcels
- Parcels Poly
- Roads

Property Details

Account

Property ID:	175818
Geo. ID:	0505-0024-000
Type:	Real
Legal Description:	A0505 H T & B R R, TRACT 30, ACRES 5.100

Location

Address:	MAX RD CR 108 PEARLAND, TX 77581
Neighborhood:	ABST 234 AREA 1989 AND OLDER
Mapsco:	
Jurisdictions:	CAD, CPL, DR4, GBC, RDB, SPL

Owner

Name:	COLER THOMAS C
Address:	13232 MAX RD PEARLAND, TX 77581-7914

Property

Appraised Value:	$152,490

Website version: 1.2.2.2

Database last updated on: 12/6/2009 8:34 PM

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This site only supports Internet Explorer 6+, Netscape 7+ and Firefox 1.5+.

Brazoria CAD

Property Search Results > 175818 COLER THOMAS C for Year 2009

Property

Account

Property ID:	175818	Legal Description:	A0505 H T & B R R, TRACT 30, ACRES 5.100
Geographic ID:	0505-0024-000	Agent Code:	
Type:	Real		

Location

Address:	MAX RD CR 108 PEARLAND, TX 77581	Mapsco:	
Neighborhood:	ABST 234 AREA 1989 AND OLDER	Map ID:	
Neighborhood CD:	A0234.O		

Owner

Name:	COLER THOMAS C	Owner ID:	40312
Mailing Address:	13232 MAX RD PEARLAND, TX 77581-7914	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0		
(+) Improvement Non-Homesite Value:	+	$0		
(+) Land Homesite Value:	+	$0		
(+) Land Non-Homesite Value:	+	$152,490	Ag / Timber Use Value	
(+) Agricultural Market Valuation:	+	$0		$0
(+) Timber Market Valuation:	+	$0		$0

(=) Market Value:	=	$152,490		
(–) Ag or Timber Use Value Reduction:	–	$0		

(=) Appraised Value:	=	$152,490		
(–) HS Cap:	–	$0		

(=) Assessed Value:	=	$152,490		

Taxing Jurisdiction

Owner: COLER THOMAS C
% Ownership: 100.0000000000%
Total Value: $152,490

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	BRAZORIA COUNTY APPRAISAL DISTRICT	0.000000	$152,490	$152,490	$0.00
CPL	CITY OF PEARLAND	0.652600	$152,490	$152,490	$995.15
DR4	BRAZORIA COUNTY DRAINAGE DISTRICT #4 (PEARLAND)	0.143845	$152,490	$152,490	$219.35
GBC	BRAZORIA COUNTY	0.366286	$152,490	$152,490	$558.55
RDB	ROAD & BRIDGE FUND	0.060000	$152,490	$152,490	$91.49
SPL	PEARLAND INDEPENDENT SCHOOL DISTRICT	1.419400	$152,490	$152,490	$2,164.44
	Total Tax Rate:	2.642131			
				Taxes w/Current Exemptions:	$4,028.99
				Taxes w/o Exemptions:	$4,028.99

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	A1	FRONT ACREAGE	5.1000	222156.00	0.00	0.00	$152,490	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed

2010	N/A	N/A	N/A	N/A	N/A	N/A
2009	$0	$152,490	0	152,490	$0	$152,490
2008	$0	$152,490	0	152,490	$0	$152,490
2007	$0	$73,950	0	73,950	$0	$73,950
2006	$0	$73,950	0	73,950	$0	$73,950
2005	$0	$51,000	0	51,000	$0	$51,000
2004	$0	$51,000	0	51,000	$0	$51,000
2003	$0	$51,000	0	51,000	$0	$51,000
2002	$0	$40,800	0	40,800	$0	$40,800
2001	$0	$40,800	0	40,800	$0	$40,800

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page

Questions Please Call (979) 849-7792

Website version: 1.2.2.2

Database last updated on: 12/6/2009 8:34 PM

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Supplement D

Structural Analysis

Date: **March 19, 2009**

Ted Wheless
Crown Castle USA Inc.
5350 North 48th St. Suite 305
Chandler, AZ 85226
(480) 735-6917

GPD Associates
520 South Main Street, Suite 2531
Akron, OH 44311
(614) 8591621
vweisenberger@gpdgroup.com

Subject:	**Structural Analysis Report**	
Carrier Designation:	***Clearwire* Co-Locate**	
	Carrier Site Number:	TX-HOU0227
	Carrier Site Name:	Crown-877326
Crown Castle Designation:	**Crown Castle BU Number:**	877326
	Crown Castle Site Name:	Coler
	Crown Castle JDE Job Number:	116555
	Crown Castle Work Order Number:	260312
Engineering Firm Designation:	**GPD Group Project Number:**	2009180.05
Site Data:	**13232 Max Rd., Pearland, TX 77581, Brazoria County**	
	Latitude *29° 34' 58.16"*, Longitude *-95° 20' 4.74"*	
	102 Foot – Valmont Monopole Tower	

Mr. Wheless,

GPD Associates is pleased to submit this **"Structural Analysis Report"** to determine the structural integrity of the above mentioned tower. This analysis has been performed in accordance with the Crown Castle Structural 'Statement of Work' and the terms of Crown Castle Purchase Order Number 324035, in accordance with application 76095, revision 3.

The purpose of the analysis is to determine acceptability of the tower stress level. Based on our analysis we have determined the tower stress level for the structure and foundation, under the following load case, to be:

LC1: Existing + Reserved + Proposed Equipment **Sufficient Capacity**
Note: See Table I and Table II for the proposed and existing/reserved loading, respectively.

The analysis has been performed in accordance with the TIA/EIA-222-F standard and based upon a wind speed of 100 mph fastest mile.

We at *GPD Group* appreciate the opportunity of providing our continuing professional services to you and Crown Castle USA Inc. If you have any questions or need further assistance on this or any other projects please give us a call.

Respectfully submitted by:

Darrin Kotecki, P.E.
Texas #: 96025

TABLE OF CONTENTS

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2) ANALYSIS CRITERIA
- Table 1 - Proposed Antenna and Cable Information
- Table 2 - Existing and Reserved Antenna and Cable Information
- Table 3 - Design Antenna and Cable Information

3) ANALYSIS PROCEDURE
- Table 4 - Documents Provided
- 3.1) Analysis Method
- 3.2) Assumptions

4) ANALYSIS RESULTS
- Table 5 - Section Capacity (Summary)
- Table 6 - Tower Component Stresses vs. Capacity - LC1
- 4.1) Recommendations
- Table 7- Tilt/Sway Results

5) DISCLAIMER OF WARRANTIES

6) APPENDIX A
- RISATower Output

7) APPENDIX B
- Base Level Drawing

8) APPENDIX C
- Additional Calculations

1) INTRODUCTION

The existing monopole has 12 sides and is evenly tapered from 33.8" (flat-flat) at the base to 14.24" (flat-flat) at the top. It has two major sections connected by slip joints. The structure is galvanized and has no tower lighting.

This tower is a 102 ft monopole tower designed by Valmont in January of 1998. The tower was originally designed for a wind speed of 100 mph per TIA/EIA-222-F.

2) ANALYSIS CRITERIA

The structural analysis was performed for this tower in accordance with the requirements of TIA/EIA-222-F Structural Standards for Steel Antenna Towers and Antenna Supporting Structures using a fastest mile wind speed of 100 mph with no ice, 87 mph with 0.5 inch ice thickness and 60 mph under service loads.

Table 1 - Proposed Antenna and Cable Information

Mounting Level (ft)	Center Line Elevation (ft)	Number of Antennas	Antenna Manufacturer	Antenna Model	Number of Feed Lines	Feed Line Size (in)	Note
87	89	3	Andrew	VHLP2-18-1WH	3 6	1/2 5/16	1
		3	Dragonwave	Horizon Compact			
	87	3		Dual Standoff			
	84	3	Clearwire	Type III Pannel			
		3	Clearwire	Type IV BTS DAP			

Note:
1) See Appendix B for the proposed coax layout.

Table 2 - Existing and Reserved Antenna and Cable Information

Mounting Level (ft)	Center Line Elevation (ft)	Number of Antennas	Antenna Manufacturer	Antenna Model	Number of Feed Lines	Feed Line Size (in)	Note
98	98	6	EMS Wireless	RR90-18-02DP	6	1-5/8	1
		6	Remec	GSM1900 G3 MSTHD			
		1		13' Platform w/o handrails			

Notes:
1) Both the existing and MLA loadings were considered, in this case, the MLA loading controls

Table 3 - Design Antenna and Cable Information

Mounting Level (ft)	Center Line Elevation (ft)	Number of Antennas	Antenna Manufacturer	Antenna Model	Number of Feed Lines	Feed Line Size (in)
98	98	12		AP17-1900/090D		
		1		Cellular Platform		
85	85	12		AP17-1900/0900		
		1		Cellular Platform		

3) ANALYSIS PROCEDURE

Table 4 - Documents Provided

Document	Remarks	Reference	Source
Original Tower Drawings	Valmont, Order #: 16742-98, dated 1/21/98	Doc ID # 2046916	Crown DMZ
Foundation Investigation	Axis Engineering, Inc., Site #: HO03XC108-Coler	Doc ID # 2028879	Crown DMZ
Geotechnical Report	Geotech Engineering and Testing, Inc., Report #: 97-763E, dated 12/22/1997	Doc ID # 1543873	Crown DMZ
Original Tower Analysis	Valmont Order#: 16742098, dated 1-22-98	Doc ID # 1544044	Crown DMZ

3.1) Analysis Method

RISATower (version 5.3.0.1), a commercially available analysis software package, was used to create a three-dimensional model of the tower and calculate member stresses for various loading cases. Selected output from the analysis is included in Appendix A.

3.2) Assumptions

1) Tower and structures were built in accordance with the manufacturer's specifications.
2) The tower and structures have been maintained in accordance with the manufacturer's specification.
3) The configuration of antennas, transmission cables, mounts and other appurtenances are as specified in Tables 1 and 2 and the referenced drawings.
4) When applicable, transmission cables are considered as structural components for calculating wind loads as allowed by TIA/EIA-222-F.

This analysis may be affected if any assumptions are not valid or have been made in error. GPD Group should be notified to determine the effect on the structural integrity of the tower.

4) ANALYSIS RESULTS

Table 5 - Section Capacity (Summary)

Section No.	*Elevation ft*	*Component Type*	*Size*	*Critical Element*	*P K*	*SF*P_{allow} K*	*% Capacity*	*Pass Fail*
L1	100 - 47.9167	Pole	TP24.66x14.24x0.2188	1	-4.50	164.54	104.1	Pass
L2	47.9167 - 0	Pole	TP33.8x23.4056x0.3125	2	-11.04	669.48	100.2	Pass
							Summary	
						Pole (L1)	104.1	Pass
						RATING =	**104.1**	**Pass**

Table 6 - Tower Component Stresses vs. Capacity - LC1

Notes	Component	Elevation (ft)	% Capacity	Pass / Fail
1	Anchor Rods		86.5%	Pass
1	Base Plate		54.9%	Pass
1,2	Base Foundation		100.2%	Pass

Structure Rating (max from all components) =	104.1%

Notes:
1) See additional documentation in "Appendix C – Additional Calculations" for calculations supporting the % capacity consumed.
2) Base reactions were compared to designed foundation reactions.
3) Capacities up to 105% are considered acceptable based on analysis methods used.

4.1) Recommendations

The tower and its foundation are sufficient for the proposed loading and do not require modifications.

Table 7 Tilt/Sway Results for 50 mph Service Wind Speed

Elevation (ft)	Dish Model	Diameter (ft)	Beamwidth (deg)	Tilt-Sway Limit (deg)	Calculated Tilt-Sway (deg)
89	VHLP2-18-1WH	2	2.1	1.6	1.51

5) DISCLAIMER OF WARRANTIES

GPD ASSOCIATES has not performed a site visit to the tower to verify the member sizes or antenna/coax loading. If the existing conditions are not as represented on the tower elevation contained in this report, we should be contacted immediately to evaluate the significance of the discrepancy. This is not a condition assessment of the tower or foundation. This report does not replace a full tower inspection. The tower and foundations are assumed to have been properly fabricated, erected, maintained, in good condition, twist free, and plumb.

The engineering services rendered by GPD ASSOCIATES in connection with this Structural Analysis are limited to a computer analysis of the tower structure and theoretical capacity of its main structural members. All tower components have been assumed to only resist dead loads when no other loads are applied. No allowance was made for any damaged, bent, missing, loose, or rusted members (above and below ground). No allowance was made for loose bolts or cracked welds.

GPD ASSOCIATES does not analyze the fabrication of the structure (including welding). It is not possible to have all the very detailed information needed to perform a thorough analysis of every structural sub-component and connection of an existing tower. GPD ASSOCIATES provides a limited scope of service in that we cannot verify the adequacy of every weld, plate connection detail, etc. The purpose of this report is to assess the feasibility of adding appurtenances usually accompanied by transmission lines to the structure.

It is the owners responsibility to determine the amount of ice accumulation, if any, that should be considered in the structural analysis.

The attached sketches are a schematic representation of the analyzed tower. If any material is fabricated from these sketches, the contractor shall be responsible for field verifying the existing conditions, proper fit, and clearance in the field. Any mentions of structural modifications are reasonable estimates and should not be used as a precise construction document. Precise modification drawings are obtainable from GPD ASSOCIATES, but are beyond the scope of this report.

Miscellaneous items such as antenna mounts ect., have not been designed or detailed as a part of our work.
We recommend that material of adequate size and strength be purchased from a reputable tower manufacturer.

GPD ASSOCIATES makes no warranties, expressed and/or implied, in connection with this report and disclaims any liability arising from material, fabrication, and erection of this tower. GPD ASSOCIATES will not be responsible whatsoever for, or on account of, consequential or incidental damages sustained by any person, firm, or organization as a result of any data or conclusions contained in this report. The maximum liability of GPD ASSOCIATES pursuant to this report will be limited to the total fee received for preparation of this report.

APPENDIX A

RISA TOWER OUTPUT

RISATower	Job: COLER BU #: 877326	Page: 1 of 3
GPD Associates 520 South Main St. Suite 2531 Akron, OH 44311 Phone: (614) 210-0751 FAX: (614) 210-0752	Project: GPD #: 2009180.05	Date: 10:39:25 03/19/09
	Client: Crown Castle	Designed by: vweisenberger

Tower Input Data

There is a pole section.
This tower is designed using the TIA/EIA-222-F standard.
The following design criteria apply:

Tower is located in Brazoria County, Texas.
Basic wind speed of 100 mph.
Nominal ice thickness of 0.5000 in.
Ice density of 56 pcf.
A wind speed of 87 mph is used in combination with ice.
Temperature drop of 50 °F.
Deflections calculated using a wind speed of 50 mph.
A non-linear (P-delta) analysis was used.
Pressures are calculated at each section.
Stress ratio used in pole design is 1.333.
Local bending stresses due to climbing loads, feedline supports, and appurtenance mounts are not considered.

Feed Line/Linear Appurtenances - Entered As Area

Description	Face or Leg	Allow Shield	Component Type	Placement ft	Total Number		C_AA_A ft^2/ft	Weight plf
LDF7-50A(1-5/8")	C	No	Inside Pole	98.00 - 8.00	9	No Ice	0.00	0.82
						1/2" Ice	0.00	0.82
LDF4P-50A(1/2")	B	No	Inside Pole	87.00 - 8.00	3	No Ice	0.00	0.15
						1/2" Ice	0.00	0.15
9207(5/16")	B	No	Inside Pole	87.00 - 8.00	6	No Ice	0.00	0.60
						1/2" Ice	0.00	0.60

Discrete Tower Loads

Description	Face or Leg	Offset Type	Offsets: Horz Lateral Vert ft ft ft	Azimuth Adjustment °	Placement ft		C_AA_A Front ft^2	C_AA_A Side ft^2	Weight K
Valmont 13' Platform w/o rails (GPD)	C	None		0.0000	98.00	No Ice	24.80	24.80	1.50
						1/2" Ice	26.20	26.20	2.50
(3) FV65-14-00NA2	A	From Centroid-Leg	4.00 0.00 0.00	0.0000	98.00	No Ice	8.40	5.28	0.03
						1/2" Ice	8.95	5.74	0.08
(3) FV65-14-00NA2	B	From Centroid-Leg	4.00 0.00 0.00	0.0000	98.00	No Ice	8.40	5.28	0.03
						1/2" Ice	8.95	5.74	0.08
(3) FV65-14-00NA2	C	From Centroid-Leg	4.00 0.00 0.00	0.0000	98.00	No Ice	8.40	5.28	0.03
						1/2" Ice	8.95	5.74	0.08
Valmont Dual Standoff	A	From	1.00	0.0000	87.00	No Ice	4.85	2.67	0.15

RISATower	Job: COLER BU #: 877326	Page: 2 of 3
GPD Associates 520 South Main St. Suite 2531 Akron, OH 44311 Phone: (614) 210-0751 FAX: (614) 210-0752	Project: GPD #: 2009180.05	Date: 10:39:25 03/19/09
	Client: Crown Castle	Designed by: vweisenberger

Description	Face or Leg	Offset Type	Offsets: Horz Lateral Vert ft ft ft	Azimuth Adjustment °	Placement ft		C_AA_A Front ft^2	C_AA_A Side ft^2	Weight K
Mount		Centroid-Leg	0.00 0.00			1/2" Ice	4.96	3.22	0.18
Valmont Dual Standoff Mount	B	From Centroid-Leg	1.00 0.00 0.00	0.0000	87.00	No Ice 1/2" Ice	4.85 4.96	2.67 3.22	0.15 0.18
Valmont Dual Standoff Mount	C	From Centroid-Leg	1.00 0.00 0.00	0.0000	87.00	No Ice 1/2" Ice	4.85 4.96	2.67 3.22	0.15 0.18
Type III Panel w/ mount pipe	A	From Centroid-Leg	2.00 0.00 -3.00	0.0000	87.00	No Ice 1/2" Ice	6.30 6.77	2.89 3.49	0.05 0.09
Type III Panel w/ mount pipe	B	From Centroid-Leg	2.00 0.00 -3.00	0.0000	87.00	No Ice 1/2" Ice	6.30 6.77	2.89 3.49	0.05 0.09
Type III Panel w/ mount pipe	C	From Centroid-Leg	2.00 0.00 -3.00	0.0000	87.00	No Ice 1/2" Ice	6.30 6.77	2.89 3.49	0.05 0.09
Type IV BTS DAP	A	From Centroid-Leg	2.00 0.00 -3.00	0.0000	87.00	No Ice 1/2" Ice	0.00 0.00	2.27 2.51	0.05 0.07
Type IV BTS DAP	B	From Centroid-Leg	2.00 0.00 -3.00	0.0000	87.00	No Ice 1/2" Ice	0.00 0.00	2.27 2.51	0.05 0.07
Type IV BTS DAP	C	From Centroid-Leg	2.00 0.00 -3.00	0.0000	87.00	No Ice 1/2" Ice	0.00 0.00	2.27 2.51	0.05 0.07
Horizon Compact	A	From Centroid-Leg	2.00 0.00 2.00	0.0000	87.00	No Ice 1/2" Ice	0.00 0.00	0.43 0.52	0.01 0.02
Horizon Compact	B	From Centroid-Leg	2.00 0.00 2.00	0.0000	87.00	No Ice 1/2" Ice	0.00 0.00	0.43 0.52	0.01 0.02
Horizon Compact	C	From Centroid-Leg	2.00 0.00 2.00	0.0000	87.00	No Ice 1/2" Ice	0.00 0.00	0.43 0.52	0.01 0.02

Dishes

Description	Face or Leg	Dish Type	Offset Type	Offsets: Horz Lateral Vert ft	Azimuth Adjustment °	3 dB Beam Width °	Elevation ft	Outside Diameter ft		Aperture Area ft^2	Weight K
VHLP2-18-1WH	A	Paraboloid w/Shroud (HP)	From Centroid-Leg	2.00 0.00 2.00	0.0000		87.00	2.17	No Ice 1/2" Ice	3.72 4.01	0.03 0.02
VHLP2-18-1WH	B	Paraboloid w/Shroud (HP)	From Centroid-Leg	2.00 0.00 2.00	0.0000		87.00	2.17	No Ice 1/2" Ice	3.72 4.01	0.03 0.02
VHLP2-18-1WH	C	Paraboloid w/Shroud (HP)	From Centroid-Leg	2.00 0.00 2.00	0.0000		87.00	2.17	No Ice 1/2" Ice	3.72 4.01	0.03 0.02

RISATower	Job: COLER BU #: 877326	Page: 3 of 3
GPD Associates 520 South Main St. Suite 2531 Akron, OH 44311 Phone: (614) 210-0751 FAX: (614) 210-0752	Project: GPD #: 2009180.05	Date: 10:39:25 03/19/09
	Client: Crown Castle	Designed by: vweisenberger

Maximum Tower Deflections - Service Wind

Section No.	Elevation ft	Horz. Deflection in	Gov. Load Comb.	Tilt °	Twist °
L1	100 - 47.9167	19.637	33	1.7360	0.0006
L2	52 - 0	5.159	33	0.9326	0.0002

Critical Deflections and Radius of Curvature - Service Wind

Elevation ft	Appurtenance	Gov. Load Comb.	Deflection in	Tilt °	Twist °	Radius of Curvature ft
98.00	Valmont 13' Platform w/o rails (GPD)	33	18.937	1.6945	0.0006	18993
89.00	VHLP2-18-1WH	33	15.813	1.5100	0.0005	8633
87.00	Valmont Dual Standoff Mount	33	15.130	1.4700	0.0005	7305

Maximum Tower Deflections - Design Wind

Section No.	Elevation ft	Horz. Deflection in	Gov. Load Comb.	Tilt °	Twist °
L1	100 - 47.9167	78.163	8	6.9149	0.0026
L2	52 - 0	20.572	8	3.7193	0.0006

Critical Deflections and Radius of Curvature - Design Wind

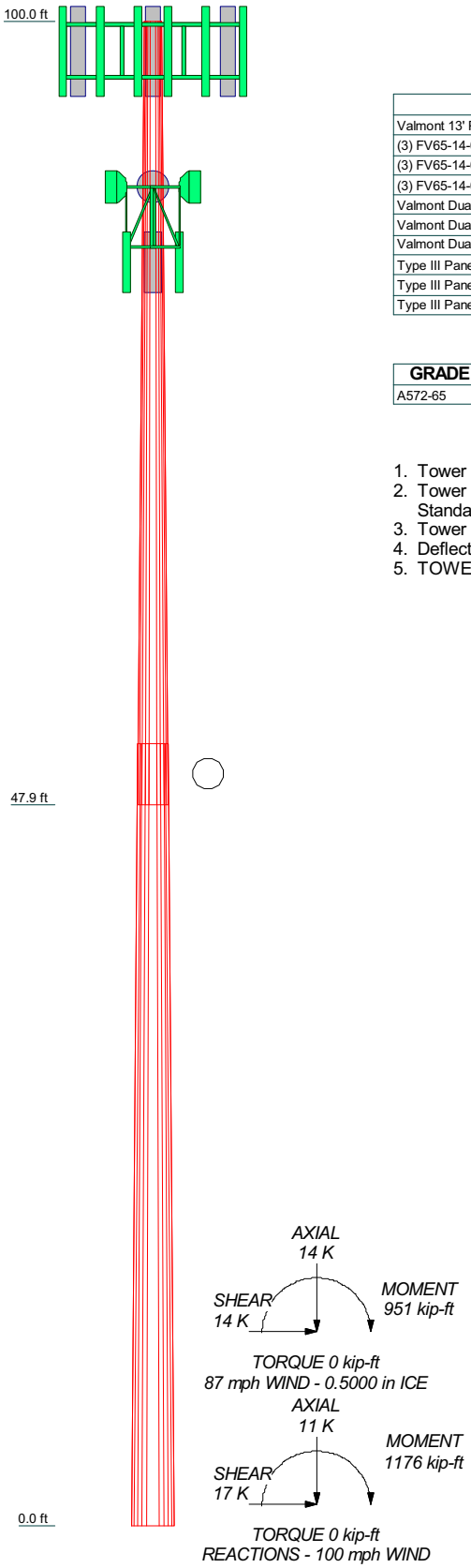
Elevation ft	Appurtenance	Gov. Load Comb.	Deflection in	Tilt °	Twist °	Radius of Curvature ft
98.00	Valmont 13' Platform w/o rails (GPD)	8	75.378	6.7755	0.0025	4870
89.00	VHLP2-18-1WH	8	62.954	6.1501	0.0021	2212
87.00	Valmont Dual Standoff Mount	8	60.241	6.0118	0.0020	1871

Section Capacity Table

Section No.	Elevation ft	Component Type	Size	Critical Element	P K	$SF*P_{allow}$ K	% Capacity	Pass Fail
L1	100 - 47.9167	Pole	TP24.66x14.24x0.2188	1	-4.50	164.54	104.1	Pass
L2	47.9167 - 0	Pole	TP33.8x23.4056x0.3125	2	-11.04	669.48	100.2	Pass
							Summary	
						Pole (L1)	104.1	Pass
						RATING =	**104.1**	**Pass**

Program Version 5.3.0.1 - 9/9/2008 File:N:/2009/2009180/05/RISA/877326.eri

Section	Length (ft)	Number of Sides	Thickness (in)	Lap Splice (ft)	Top Dia (in)	Bot Dia (in)	Grade	Weight (K)
1	52.08	12	0.2188	4.08	14.2400	24.6600	A572-65	2.4
2	52.00	12	0.3125		23.4056	33.8000		5.0
								7.4



DESIGNED APPURTENANCE LOADING

TYPE	ELEVATION	TYPE	ELEVATION
Valmont 13' Platform w/o rails (GPD)	98	Type IV BTS DAP	87
(3) FV65-14-00NA2	98	Type IV BTS DAP	87
(3) FV65-14-00NA2	98	Type IV BTS DAP	87
(3) FV65-14-00NA2	98	Horizon Compact	87
Valmont Dual Standoff Mount	87	Horizon Compact	87
Valmont Dual Standoff Mount	87	Horizon Compact	87
Valmont Dual Standoff Mount	87	VHLP2-18-1WH	87
Type III Panel w/ mount pipe	87	VHLP2-18-1WH	87
Type III Panel w/ mount pipe	87	VHLP2-18-1WH	87
Type III Panel w/ mount pipe	87		

MATERIAL STRENGTH

GRADE	Fy	Fu	GRADE	Fy	Fu
A572-65	65 ksi	80 ksi			

TOWER DESIGN NOTES

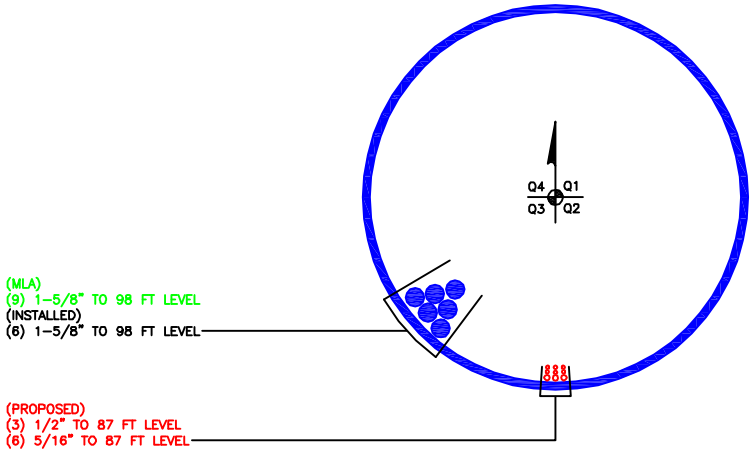
1. Tower is located in Brazoria County, Texas.
2. Tower designed for a 100 mph basic wind in accordance with the TIA/EIA-222-F Standard.
3. Tower is also designed for a 87 mph basic wind with 0.50 in ice.
4. Deflections are based upon a 50 mph wind.
5. TOWER RATING: 104.1%

GPD Associates
520 South Main St. Suite 2531
Akron, OH 44311
Phone: (614) 210-0751
FAX: (614) 210-0752

Job: COLER BU #: 877326			
Project: GPD #: 2009180.05			
Client: Crown Castle	Drawn by: vweisenberger	App'd:	
Code: TIA/EIA-222-F	Date: 03/19/09	Scale: NTS	
Path: N:\2009\2009180\05\RISA\877326.eri		Dwg No. E-1	

APPENDIX B

BASE LEVEL DRAWING



: SCALE :

BUSINESS UNIT: 877326 TOWER ID: C_BASELEVEL

LEGEND: FEEDLINES

- ● SOLID BLUE CIRCLE DENOTES EXISTING FEEDLINE
- ○ OPEN RED CIRCLE DENOTES PROPOSED FEEDLINE
- ○ OPEN BLUE CIRCLE DENOTES RESERVED FEEDLINE
- X BLUE "X" DENOTES LOCATION NOT GIVEN

NOTE: ASSUME FEEDLINE ATTACHMENT HEIGHT TO TOWER STEEL AT 8-FEET ABOVE FINISHED GRADE UNLESS OTHERWISE SPECIFIED

BASE LEVEL DRAWING

SCALE: 1" = 1'-0"

1

PLOT DATE: 2/17/2009 FILE NAME: 877326_BASELEVEL.DWG

APPENDIX C

ADDITIONAL CALCULATIONS

Stiffened or Unstiffened, Ungrouted, Circular Base Plate - Any Rod Material

Site Data

BU#:	*877326*
Site Name:	*Coler*
App #:	*76095*

Reactions		
Moment:	1175.77	ft-kips
Axial:	11.04	kips
Shear:	17.25	kips

Connection Type: *Butt*

Anchor Rod Data		
Qty:	8	
Diam:	2.25	in
Rod Material:	A615-J	
Grade(Fy):	75	ksi
Circle:	41.49	in

Plate Data		
Diam:	47.49	in
Thick:	2.5	in
Grade:	60	ksi
Eff. Width:	13.59	in

Stiffener Data (Welding at both sides)		
Config:	0	*
Weld Type:	Fillet	
Groove Depth:	0.25	<-- Disregard
Groove Angle:	60	<-- Disregard
Fillet H. Weld:	0.5	in
Fillet V. Weld:	0.375	in
Width:	3	in
Height:	6	in
Thick:	0.5	in
Notch:	0.5	in
Grade:	36	ksi
Weld str.:	70	ksi
Clear Space between Stiffeners (b):	2	in

Pole Data		
Diam:	33.8	in
Thick:	0.313	in
Grade:	65	ksi
# of Sides:	12	"0" IF Round
Fu	80	ksi

Stress Increase Factor		
ASIF:	1.333	

Anchor Rod Results

Maximum Rod Tension:	168.7	Kips
Allowable Tension:	195.0	Kips
Anchor Rod Stress Ratio:	86.5%	**Pass**

Base Plate Results Flexural Check

Base Plate Stress:	32.9	ksi
Allowable Plate Stress:	60.0	ksi
Base Plate Stress Ratio:	54.9%	**Pass**

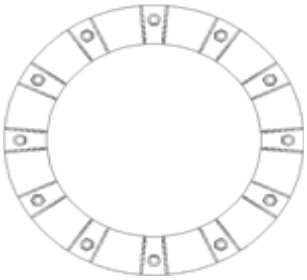
n/a

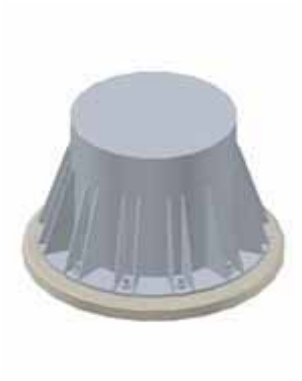
Stiffener Results

Horizontal Weld :	n/a
Vertical Weld:	n/a
Plate Flex+Shear, fb/Fb+(fv/Fv)^2:	n/a
Plate Tension+Shear, ft/Ft+(fv/Fv)^2:	n/a
Plate Comp. (AISC Bracket):	n/a

Pole Results

Pole Punching Shear Check:	n/a





* 0 = none, 1 = every bolt, 2 = every 2 bolts, 3 = 2 per bolt

** Note: for complete joint penetration groove welds the groove depth must be exactly 1/2 the stiffener thickness for calculation purposes

Foundation Capacity	
Original Design Reactions	
Moment (kip-ft)	1174
Shear (kip)	17.42
RISA Reactions	
Moment (kip-ft)	1175.77
Shear (kip)	17.25
% Capacity (Compression)	100.2
% Capacity (Uplift)	99.0

Supplement E

Lease Agreement

Clearwire Site Name: Crown - 877326
Clearwire Site Number: TX-HOU0227

Crown Site Name: Coler
JDE Business Unit Number: 877326

[FOR USE ONLY WITH RESPECT TO SLAs THAT (1) ARE FULLY EXECUTED IN MARCH 2009 PURSUANT TO THE 2009 PRICING AGREEMENT FOR SITES LOCATED IN THE HOUSTON, TEXAS MARKET, (2) DO NOT INVOLVE CO-PLANING OF EQUIPMENT AT SPRINT'S RAD CENTER, AND (3) HAVE A TERM COMMENCEMENT DATE OF 3/1/09 AND AN ANNUAL FEE COMMENCEMENT DATE OF 11/1/09]

SITE LEASE ACKNOWLEDGMENT

This Master Lease Site Lease Acknowledgment ("SLA") is made and entered into as of this 8th day of April, 2009, by and between Clear Wireless LLC a Nevada limited liability company (hereinafter designated as "CLEARWIRE"), and Global Signal Acquisitions II LLC, a Delaware limited liability company, (hereinafter designated as "CROWN") pursuant and subject to that certain Master Lease Agreement (the "Agreement") by and between the parties hereto, dated as of the 24th day of February, 1999, as amended. All capitalized terms have the meanings ascribed to them in the Agreement.

1. Pricing Agreement. Notwithstanding anything to the contrary in the Agreement, CLEARWIRE and CROWN acknowledge and agree that this SLA shall also be subject to the terms and conditions of that certain Agreement Regarding Sites Leased in Houston Market in 2009 dated March 19, 2009, as may be amended, by and between CLEARWIRE and CROWN, and/or their respective affiliates (the "Pricing Agreement"). In the event of any inconsistencies between the Agreement and the Pricing Agreement and/or this SLA, the terms of the Letter Agreement and/or this SLA shall control.

2. Site Description. The Site shall consist of a portion of that certain parcel of property, located in the City of Pearland, the County of Brazoria, and the State of Texas, more particularly described as a parcel containing approximately Two Thousand Five Hundred (2,500) square feet situated at 13232 Max Road, together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a fifty (50') feet wide right-of-way extending from the nearest public right-of-way, Max Road to the premises, said premises and right-of-way for access being substantially as described herein in Exhibit "1" to the SLA attached hereto and made a part hereof.

Prepared by: A. Sanzica
Prepared on: March 19, 2009

Special Template Version: 3/17/09
Master Exhibit Version: 03/01/05

Clearwire Site Name: Crown - 877326
Clearwire Site Number: TX-HOU0227

Crown Site Name: Coler
JDE Business Unit Number: 877326

3. Equipment Specifications and Locations. CLEARWIRE shall have the right to install its antennas and equipment consistent with the specifications and in the locations described in Exhibit "2" to the SLA and Exhibit "3" to the SLA attached hereto and made a part hereof.

4. Initial Term and Commencement Date. Notwithstanding anything in the Agreement or the Pricing Agreement to the contrary, the initial term of this SLA shall be for a period of seven (7) years (the "Initial Term"), commencing on March 1, 2009 (the "Term Commencement Date").

5. Annual Fee. Notwithstanding anything in the Agreement or the Pricing Agreement to the contrary, the first (1st) annual fee payment due and payable by CLEARWIRE to CROWN is [redacted] payable in equal monthly installments commencing on November 1, 2009 (the "Annual Fee Commencement Date"). The Annual Fee shall be adjusted upward on each anniversary of the Annual Fee Commencement Date by an amount equal to [redacted]

6. Prime Lease. The parties acknowledge that CROWN's rights in the property derive from a certain deed dated February 12, 1998 between CROWN and Thomas C. Coler and Kathy J. Coler, husband and wife, (or their respective predecessors in interest) as may have been amended, hereinafter referred to as the "Prime Lease" and attached hereto as Exhibit "4" to the SLA. The Prime Lease commenced on February 12, 1998 and will expire on December 31, 2031.

7. Additional Provisions: (A) CLEARWIRE will include with each monthly payment the following site identifier: Coler, BU# 877326, License # 197243

(B) The parties acknowledge that, as of the date of this SLA, either (i) a structural analysis has not been performed with respect to CLEARWIRE's installation and/or operation of equipment at the Site as set forth herein, or (ii) a structural analysis has been performed, and such structural analysis has revealed that structural modifications to the tower at the Site are necessary to accommodate CLEARWIRE's tower-mounted equipment as set forth herein ("Structural Modifications").

In the event that Structural Modifications are necessary to accommodate CLEARWIRE's tower-mounted equipment as set forth herein, then CROWN and CLEARWIRE shall, in good faith, negotiate terms and conditions pursuant to which the Structural Modifications will be made to the tower for the purpose of accommodating said tower-mounted equipment, including, without limitation, terms relating to the allocation of the costs of the Structural Modifications between the parties hereto, provided that CROWN and CLEARWIRE shall each be responsible for fifty percent (50%) of the total costs incurred for the Structural Modifications, up to the first Sixty Thousand Dollars ($60,000.00).

Notwithstanding anything to the contrary herein or in the Agreement, CROWN and CLEARWIRE agree that CLEARWIRE may not install and/or operate any equipment at the Site

Prepared by: A. Sanzica
Prepared on: March 19, 2009

pursuant to this SLA prior to the date on which CROWN notifies CLEARWIRE in writing that the Site is ready for the installation and/or operation of CLEARWIRE's equipment. In the event that Structural Modifications are required and CROWN and CLEARWIRE do not agree on terms and conditions pursuant to which the Structural Modifications will be made to the tower for the purpose of accommodating said tower-mounted equipment within thirty (30) days from the date of full execution of this SLA, then either party may terminate this SLA upon written notice to the other party, unless and until the parties thereafter agree on such terms and conditions."

[Remainder of page intentionally left blank.]

Clearwire Site Name: Crown - 877326
Clearwire Site Number: TX-HOU0227

Crown Site Name: Coler
JDE Business Unit Number: 877326

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

Clear Wireless LLC

By: _____
Name: DOUGLAS E. TRIBOLET
Title: DIRECTOR PROGRAM MANAGEMENT

Execution Date: 3/31/09

Global Signal Acquisitions II LLC

By: _____
Name: James Bonamy
Title: District Manager

Execution Date: 4/8/09

Prepared by: A. Sanzica
Prepared on: March 19, 2009

Clearwire Site Name: Crown - 877326
Clearwire Site Number: TX-HOU0227

Crown Site Name: Coler
JDE Business Unit Number: 877326

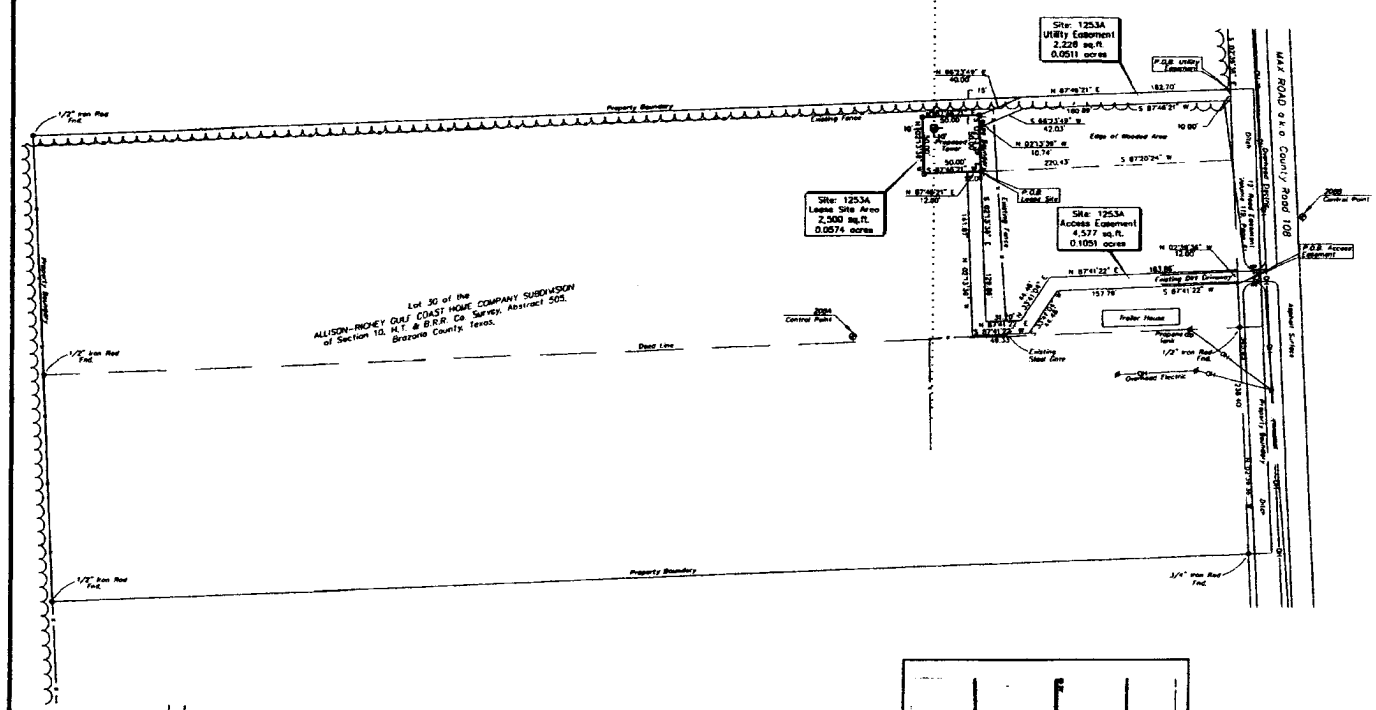
EXHIBIT "1" TO THE SLA

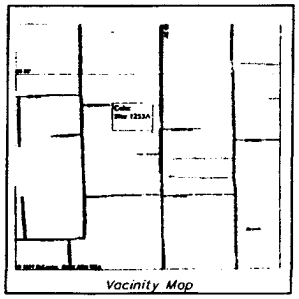
SITE DESCRIPTION

See Attached

Prepared on: A. Sanzica
Prepared by: March 19, 2009

LOCATIVE SURVEY OF A 50' X 50' (0.0574 ACRE) LEASE SITE IN A PART OF THAT CERTAIN CALLED 10 ACRES, BEING LOT 30 OF THE ALLISON-RICHEY GULF COAST HOME COMPANY SUBDIVISION OF SECTION 10, H.T.&B.R.R. CO. SURVEY, ABSTRACT 505 BRAZORIA COUNTY, TEXAS





Vacinity Map

Site Address: 13232 Max Road, Pearland, Texas 77581-7914

LEASE SITE DESCRIPTION

A 0.0574 acre lease site being on Lot Thirty (30) of the Allison-Richey Gulf Coast Home Company Subdivision of Section 10, H.T. & B.R.R. Co. Survey, Abstract 505, Brazoria County, Texas, according to the recorded map or plat thereof in Volume 2, Page 33 of the Plat Records of Brazoria County, Texas. Said lease site being more particularly described as follows:

Commencing at 3/4" iron pipe found at the intersection of the South line of Lot 30 and the West line of Max Road, also known as County Road 108, as defined by the easement recorded in Volume 118, Page 61; Thence N 2°39'36" W, along the West line of said Max Road and the recorded easement, at 200.05 feet pass a 1/2" iron rod found, a total distance of 1918.43 feet; Thence S 87°41'22" W, a distance of 220.43 feet; to a 5/8" iron rod set for the Southeast corner of the lease site, and the point and place of beginning;

Thence S 87°48'21" W, a distance of 58.00 feet, to a 5/8" iron rod set; Thence N 2°13'39" W, a distance of 50.00 feet, to a 5/8" iron rod set; Thence N 87°48'21" E, a distance of 50.00 feet, to a 5/8" iron rod set; Thence S 2°13'39" E, a distance of 50.00 feet, to the point and place of beginning.

Containing an area of 2500 square feet or 0.0574 acres, more or less.

ACCESS EASEMENT DESCRIPTION

A 0.1051 acre tract for ingress and egress purposes crossing part of Lot Thirty (30) of the Allison-Richey Gulf Coast Home Company Subdivision of Section 10, H.T. & B.R.R. Co. Survey, Abstract 505, Brazoria County, Texas, according to the recorded map or plat thereof in Volume 2, Page 33 of the Plat Records of Brazoria County, Texas. Said easement being more particularly described as follows:

Commencing at 3/4" iron pipe found at the intersection of the South line of Lot 30 and the West line of Max Road, also known as County Road 108, as defined by the easement recorded in Volume 118, Page 61;

Thence N 2°39'36" W, along the West line of Max Road and the recorded easement, at 200.05 feet pass a 1/2" iron rod found, a total distance of 238.46 feet, to the true point and place of beginning; Thence S 87°41'22" W, a distance of 157.82 feet; Thence S 33°41'04" W, a distance of 44.46 feet; Thence S 87°41'22" W, a distance of 48.33 feet; Thence N 2°13'39" W, a distance of 141.97 feet, to a point on the South line of the 0.0574 acre lease site; Thence N 87°48'21" E, along said South line, a distance of 12.00 feet, to a 5/8" iron rod set for the Southeast corner of said 0.0574 acre lease site; Thence S 2°13'39" E, a distance of 136.86 feet; Thence N 87°41'22" E, a distance of 31.20 feet; Thence N 33°41'04" E, a distance of 44.46 feet; Thence N 87°41'22" E, a distance of 153.86 feet, to the West line of Max Road and the recorded easement; Thence S 2°39'36" E, along Max Road and easement, a distance of 12.00 feet, to the point and place of beginning.

Containing an area of 4577 square feet or 0.1051 acres, more or less.

UTILITY EASEMENT DESCRIPTION

A 0.1026 acre tract for utility purposes crossing part of Lot Thirty (30) of the Allison-Richey Gulf Coast Home Company Subdivision of Section 10, H.T. & B.R.R. Co. Survey, Abstract 505, Brazoria County, Texas, according to the recorded map or plat thereof in Volume 2, Page 33 of the Plat Records of Brazoria County, Texas. Said easement being more particularly described as follows:

Commencing at the intersection of the North line of Lot 30 and the West line of Max Road, also known as County Road 108, as defined by the easement recorded in Volume 118, Page 61; Thence S 2°39'36" E, along the West line of Max Road and the recorded easement, a distance of 10.00 feet; Thence S 87°48'21" W, a distance of 180.89 feet; Thence S 66°23'49" W, a distance of 42.03 feet, to a point on the East line of the 0.0574 acre lease site; Thence N 2°13'39" W, along said East line, a distance of 10.74 feet, to a 5/8" iron rod set for the Northeast corner of said 0.0574 acre lease site; Thence N 66°23'49" E, a distance of 42.00 feet, to a point on the North line of said Lot 30; Thence N 87°48'21" E, along said North line, a distance of 182.70 feet, to the point and place of beginning.

Containing an area of 2228 square feet of 0.0511 acres, more or less.

I hereby certify to Sprint PCS that this survey of the lease site and easement conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1, Condition II (Suburban) Survey.

Lucian C. Schaefer Jr., R.P.L.S. 2-19-98

NOTES CONCERNING SURVEY

1. This survey is completely based on the title report prepared by mSite, dated September 28, 1997, File Number 97-08-0069 and is subject to the limitations thereof. No additional research or abstracting was done by the surveyor.

2. Bearings shown hereon are based on the Texas State Plane Coordinate System, South Central Zone, NAD83 Datum.

3. The elevations shown hereon are based on the NAVD88 Datum.

4. The latitude and longitude shown hereon are based on the NAD83 Datum and meet or exceed the minimum requirements for a FGCC/Fed. 2C survey which is defined as plus or minus 50 feet horizontal and plus or minus 20 feet vertical. This information was established and determined by GPS on 10/23/97.

5. The lease site shown on this survey DOES NOT lie within the 100 year flood plain and is located within the Flood Zone "X" per the Federal Emergency Management Agency (FEMA) as shown on the Flood Insurance Rate Map (FIRM) Community Panel Number 480296 0030 H, which bears an effective date of June 5, 1986. Flood Zone determination is made through graphic plotting only and no other responsibility is herein assumed for accuracy of the base flood elevation or flood zone areas shown on the FIRM.

6. The survey does not provide any determination concerning wetlands, fault lines, toxic waste or any other environmental issues. Such matters should be directed to an expert consultant.

7. There may be additional buried or underground utilities in the area which the survey is unaware of and no liability for such is assumed herein.

LEGEND

LIGHT POLE (U/G ELEC)	GAS LINE
LIGHT POLE (O/H ELEC)	GAS METER
POWER POLE	TELEPHONE LINE
GUY LINE	TELEPHONE RISER
OVERHEAD ELECTRIC	SANITARY SEWER MANHOLE
U/G ELECTRIC	SANITARY SEWER LINE
WATER LINE	STORM SEWER MANHOLE
WATER METER	STORM SEWER LINE
WATER VALVE	
FIRE HYDRANT	● Denotes 5/8" Iron Rod Set

NO.	DATE	DESCRIPTION	BY
1	2/18/98	Utility Easement & F. Notes	RL

Unless Noted, All Data is Expressed in NAD83 & NAVD88

LOCATION/DESCRIPTION	LATITUDE	LONGITUDE	NORTHING (FEET)	EASTING (FEET)	ELEVATION
2084-Central Point	29°34'26.449"	95°20'06.837"	13777530.84	3133185.79	50.1'
2088-Central Point	29°34'57.324"	95°20'01.158"	13777633.79	3133008.27	50.9'
SE SITE	29°34'57.801"	95°20'04.322"	13777673.23	3133307.41	50.4'
SW SITE	29°34'57.798"	95°20'04.888"	13777671.39	3133257.44	50.3'
NW SITE	29°34'58.363"	95°20'04.963"	13777721.35	3133258.50	50.3'
NE SITE	29°34'58.366"	95°20'04.357"	13777723.18	3133305.46	50.5'
TOWER NAD83/NAVD88	29°34'58.194"	95°20'04.779"	13777711.95	3133265.88	50.1'
TOWER NAD27/NGVD29	29°34'57.356"	95°20'04.063"	13777711.65	3133265.88	50.1'

PROVIDED BY:
MRL/TCS
A TELECOMMUNICATION SERVICE COMPANY
201 N. BICKFORD, EL RENO, OK. 73036
PH: 405-262-0249 FAX: 405-262-5107

SPRINT PCS
Site: 1253-A / Coler
Cascade No.: H003XC108
Houston BTA
Brazoria County, Texas

Easement Addition

LEASE SITE DESCRIPTION

A 50.0 feet by 50.0 feet lease site lying on Lot Thirty (30) of the Allison-Richey Gulf Coast Home Company Subdivision of Section 10, H.T. & B.R.R. Co. Survey, Abstract 505, Brazoria County, Texas, according to the recorded map or plat thereof in Volume 2, Page 23 of the Plat Records of Brazoria County, Texas. Said lease site being more particularly described as follows:
Commencing at 3/4" iron pipe found at the intersection of the South line of Lot 30 and the West line of Max Road, also known as County Road 108, a 40 foot right-of-way; Thence N 2°39'36" W, along the West line of Max Road, at 200.05 feet pass a 1/2" iron rod found, a total distance of 345.63 feet; Thence S 87°20'24" W, a distance of 220.43 feet, to a 5/8" iron rod set for the Southeast corner of the lease site and the true point and place of beginning; Thence S 87°46'21" W, a distance of 50.00 feet, to a 5/8" iron rod set; Thence N 2°13'39" W, a distance of 50.00 feet, to a 5/8" iron rod set; Thence N 87°46'21" E, a distance of 50.00 feet, to a 5/8" iron rod set; Thence S 2°13'39" E, a distance of 50.00 feet, to the point and place of beginning.
Containing an area of 2500 square feet or 0.057 acres, more or less.

EASEMENT DESCRIPTION

A 12.0 feet wide easement for ingress, egress and utility purposes crossing part of Lot Thirty (30) of the Allison-Richey Gulf Coast Home Company Subdivision of Section 10, H.T. & B.R.R. Co. Survey, Abstract 505, Brazoria County, Texas, according to the recorded map or plat thereof in Volume 2, Page 23 of the Plat Records of Brazoria County, Texas. Said easement being 6.0 feet on either side of the following described centerline:
Commencing at 3/4" iron pipe found at the intersection of the South line of Lot 30 and the West line of Max Road, also known as County Road 108, a 40 foot right-of-way; Thence N 2°39'36" W, along the West line of Max Road, at 200.05 feet pass a 1/2" iron rod found, a total distance of 244.40 feet, to the true point and place of beginning; Thence S 87°41'22" W, a distance of 160.84 feet; Thence S 33°41'04" W, a distance of 44.46 feet; Thence S 87°41'22" W, a distance of 40.27 feet; Thence N 2°13'39" W, a distance of 135.86 feet, to an ending point on the South line of the 50.0 feet by 50.0 feet lease site, 6.00 feet S 87°20'24" W of the Southeast corner of said lease site.

Bearing Based on Geodetic North as established through G.P.S. survey and are on the NAD 83 system.

Title information Furnished By InSite.

Note: See Sheet No. 1 (Plat) Attached hereto and made a part hereof.

I hereby certify that this survey of the lease site and easement conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 3, Condition II (Suburban) Survey.

Lucien C. Schaffer 11-1-97
Lucien C. Schaffer Jr., R.P.L.S. #4803

STATE OF TEXAS REGISTERED LUCIEN C. SCHAFFER JR. 4803 PROFESSIONAL LAND SURVEYOR

C:\MRL.DOC\TEXT\CERTIFIC\30040063.WPD

Clearwire Site Name: Crown - 877326
Clearwire Site Number: TX-HOU0227

Crown Site Name: Coler
JDE Business Unit Number: 877326

EXHIBIT "2" TO THE SLA

LOCATION OF ANTENNAS

See Attached

Prepared on: A. Sanzica
Prepared by: March 19, 2009

CROWN CASTLE

Application ID: 76095 **Revision # 3** **Submitted: Mar 10 2009**

Submitted By:	Adriana Motta		
Original Submit Date:	Mar 10 2009	**Desired Install Date:**	Sep 04 2009
Reason for Application:	First time antenna installation at this site	**JDE Job Number**	116555

Applications are subject to applicable Crown Castle engineering, regulatory, zoning/planning, and priority property-owner approval. Approval conditions may result in alternative requirements for type and/or placement of equipment. Approval conditions may also lead to additional or revised engineering analysis at Crown Castle discretion and upon consent of the customer.

Company Information

MLA:	Clearwire (w/Crown) 2/24/99 MLA		
Company:	CLEARWIRE		
Address:	4400 CARILLON POINT		
City/Town:	KIRKLAND		
State:	WA	**Postal Code:**	98033
Customer Job Number:	TX-HOU0227		
Customer Payment Reference:	N/A		
Customer Site Name:	Crown- 877326		
Customer Site Number :	TX-HOU0227		

Site Information

Crown Castle Site Name:	COLER		
Crown Castle Site ID:	877326		
Crown Castle District:	Houston		
Address:	13232 MAX RD.		
City/Town:	PEARLAND		
State:	TX	**Postal Code:**	77581-7914
County:	Brazoria		
Latitude:	29° 34' 58.16"	**Longitude:**	-95° 20' 4.74"
Structure Type:	MONOPOLE	**Structure Height:**	102 ft

Legal Entity Information

Operating Legal Entity:	Clear Wireless LLC		
Primary Contact:	Donald Owen	**Phone:**	713-408-9162
E-mail:	donald.owen@powderriverdev.com	**Fax:**	N/A
Address:	2001 Reservoir #41		
City/Town:	Little Rock	**State:**	AR **Postal Code:** 72227
RF Contact:	Keith Neff	**Phone:**	602-502-6658
E-mail:	keith.neff@clearwire.com		

Service Information

Svc	Technology	EIRP (WATTS)	Std Frequency	Frequencies Transmit Start	Transmit Stop	Receive Start	Receive Stop
1	OFDM	90.0		2500.0	2686.0	2500.0	2686.0
2	MW Link	100.0		17700.0 19650.0	17750.0 19700.0	17700.0 19650.0	17750.0 19700.0

Antenna Information

#	Cust Mount Class / Eng Mount Type	C Line Pos.	Elev	Mount Level	Azimuth	Mfg. / Model	Svc	Transmit Start	Transmit Stop	Receive Start	Receive Stop	Use	Orient	Status
1	Side Arm	A	84	87.0 FT	0	CLEARWIRE	1	2500.0	2686.0	2500.0	2686.0	TX/RX	Mid-	Proposed

	Mount Side Arm Mount [SO 701-1]				TYPE III PANEL							Mount	
2	Side Arm Mount Side Arm Mount [SO 701-1]	A	89	87.0 FT 0	ANDREW VHLP2-18-1WH	2	17700.0 19650.0	17750.0 19700.0	17700.0 19650.0	17750.0 19700.0	TX/RX	Mid-Mount	Proposed
3	Side Arm Mount Side Arm Mount [SO 701-1]	B	84	87.0 FT 120	CLEARWIRE TYPE III PANEL	1	2500.0	2686.0	2500.0	2686.0	TX/RX	Mid-Mount	Proposed
4	Side Arm Mount Side Arm Mount [SO 701-1]	B	89	87.0 FT 120	ANDREW VHLP2-18-1WH	2	17700.0 19650.0	17750.0 19700.0	17700.0 19650.0	17750.0 19700.0	TX/RX	Mid-Mount	Proposed
5	Side Arm Mount Side Arm Mount [SO 701-1]	C	84	87.0 FT 240	CLEARWIRE TYPE III PANEL	1	2500.0	2686.0	2500.0	2686.0	TX/RX	Mid-Mount	Proposed
6	Side Arm Mount Side Arm Mount [SO 701-1]	C	89	87.0 FT 240	ANDREW VHLP2-18-1WH	2	17700.0 19650.0	17750.0 19700.0	17700.0 19650.0	17750.0 19700.0	TX/RX	Mid-Mount	Proposed

Feedline Information

#	Customer Mount Class	Pos.	Qty	Mfg.	Model	Length	Location	Ladder Type	Status
1	Side Arm Mount	A	2	Primary: COMMSCOPE Secondary: N/A	RG-11	134.0 ft	INTQ3	NONE	Proposed
2	Side Arm Mount	A	1	Primary: ANDREW Secondary: N/A	LDF4-50A	139.0 ft	INTQ3	NONE	Proposed
3	Side Arm Mount	B	2	Primary: COMMSCOPE Secondary: N/A	RG-11	134.0 ft	INTQ3	NONE	Proposed
4	Side Arm Mount	B	1	Primary: ANDREW Secondary: N/A	LDF4-50A	139.0 ft	INTQ3	NONE	Proposed
5	Side Arm Mount	C	2	Primary: COMMSCOPE Secondary: N/A	RG-11	134.0 ft	INTQ3	NONE	Proposed
6	Side Arm Mount	C	1	Primary: ANDREW Secondary: N/A	LDF4-50A	139.0 ft	INTQ3	NONE	Proposed

Optional Component Information

Tower Mounted Equipment

#	Customer Mount Class	Pos.	Qty.	Type	Mfg.	Model	Elevation	Status
1	Side Arm Mount	A	1	BASESTN	CLEARWIRE	Type IV BTS DAP	84.0 ft	Proposed
2	Side Arm Mount	A	1	BASESTN	DRAGONWAVE	Horizon Compact	89.0 ft	Proposed
3	Side Arm Mount	B	1	BASESTN	CLEARWIRE	Type IV BTS DAP	84.0 ft	Proposed
4	Side Arm Mount	B	1	BASESTN	DRAGONWAVE	Horizon Compact	87.0 ft	Proposed
5	Side Arm Mount	C	1	BASESTN	CLEARWIRE	Type IV BTS DAP	84.0 ft	Proposed
6	Side Arm Mount	C	1	BASESTN	DRAGONWAVE	Horizon Compact	89.0 ft	Proposed

Building/Pad/Power Requirements

	Type	L	W	H	Power Requirements			
Building Requirements		2 ft	3 ft	4 ft	**VAC**	240	**Phase**	Single Phase
					Amps	40		

New Building/Shelter	Cabinet	3 in	9 in	6 in	**Generator Requirements**				
Existing Building/Shelter Floor Space		N/A N/A	N/A N/A	N/A N/A	**Generator Needed?**	No		**Size (kW)**	N/A
Building Identification		0			**Leased Area & Pad Size**			**Fuel Type**	N/A
Pad Requirements						**Length**	**Width**	**Fuel Tank Size**	N/A
Required Leased Size		7 ft 0 in	7 ft 0 in	10 ft 0 in	**Leased Area:**	N/A N/A	N/A N/A	**Manufacturer**	N/A
					Pad Size:	N/A N/A	N/A N/A	**Model**	N/A
Pad Size		4 ft 0 in	5 ft 0 in		**Battery Requirements**				
					Quantity	4			
					Manufacturer	Dynasty	**Model**	12-70	
Number of Equipment Cabinets at time of Install		0							

Comments/Additional Information

Comments:
Clear Wireless would like to install three (3) Panels, three (3) BTS, and (6) 5/16" lines at 87'. Installing (3) MW dishes, (3) 1/2" lines, and (3) Radio Modems at 87'. Clear Wireless will use a GPS antenna (Moto Timing 2000) that will be located on top of the equipment cabinet and have one (1) run of 5/16" but will not be on tower unless we do not have a clear view of the sky from our lease area. All coax will be bundled from the ground to the RAD center. They require a lease area of 7'x7' and a 5'x4' pad with (1) cabinet. New power and telco facilities needed. This install does require lead acid batteries.

****Indicates where Cut Sheet data has been entered.**

NOTICE: Structural Analysis shall be performed in accordance with the current revision of the TIA/EIA 222 standard and applicable local building permit codes and standards. EME analysis shall be consistent with current revision of FCC/OSHA standard OETB 65. AM detuning, when required, will be performed to 47 CFR22.371. The customer is responsible for all analysis expenses. All construction drawings are subject to Crown Castle engineering approval prior to commencement of tower attachments and compound installations. Installation of equipment not conforming to approved drawings may violate the terms of the occupancy agreement and will be corrected at the customer's expense. Crown Castle International requires drawings for pre-construction approval and as built drawings for physical configuration validation to be submitted as unlocked AutoCAD files (Version 2000i preferred).

Appendix A - Antenna, Feedline, TME Specifications

Antenna Specifications

Quantity	Manufacturer	Model	Type	Height	Width	Depth	Weight	Flat Plate Area
3	ANDREW	VHLP2-18-1WH	MICROWAVE/SHROUD	26.1 IN	26.1 IN	14.1 IN	31.0 LBS	0.0 FT2
3	CLEARWIRE	TYPE III PANEL	PANEL	48.0 IN	13.0 IN	3.0 IN	35.0 LBS	0.0

Feedline Specifications

Quantity	Manufacturer	Model	Nominal Size	Nominal O.D.
3	ANDREW	LDF4-50A	1/2"	0.63 IN
6	COMMSCOPE	RG-11	5/16	0.316 IN

Tower Mounted Equipment Specifications

Quantity	Manufacturer	Model	Weight	Dimensions			Frequency		Sail Area
				Length	Width	Height	Low	High	
3	DRAGONWAVE	Horizon Compact	11.5 LBS	4.75 IN	9.3 IN	9.3 IN	1100.0 MHZ	3800.0 MHZ	0.0 FT2
3	CLEARWIRE	Type IV BTS DAP	45.0 LBS	26.0 IN	12.0 IN	9.0 IN	0.0 MHZ	0.0 MHZ	0.0 FT2

Clearwire Site Name: Crown - 877326
Clearwire Site Number: TX-HOU0227

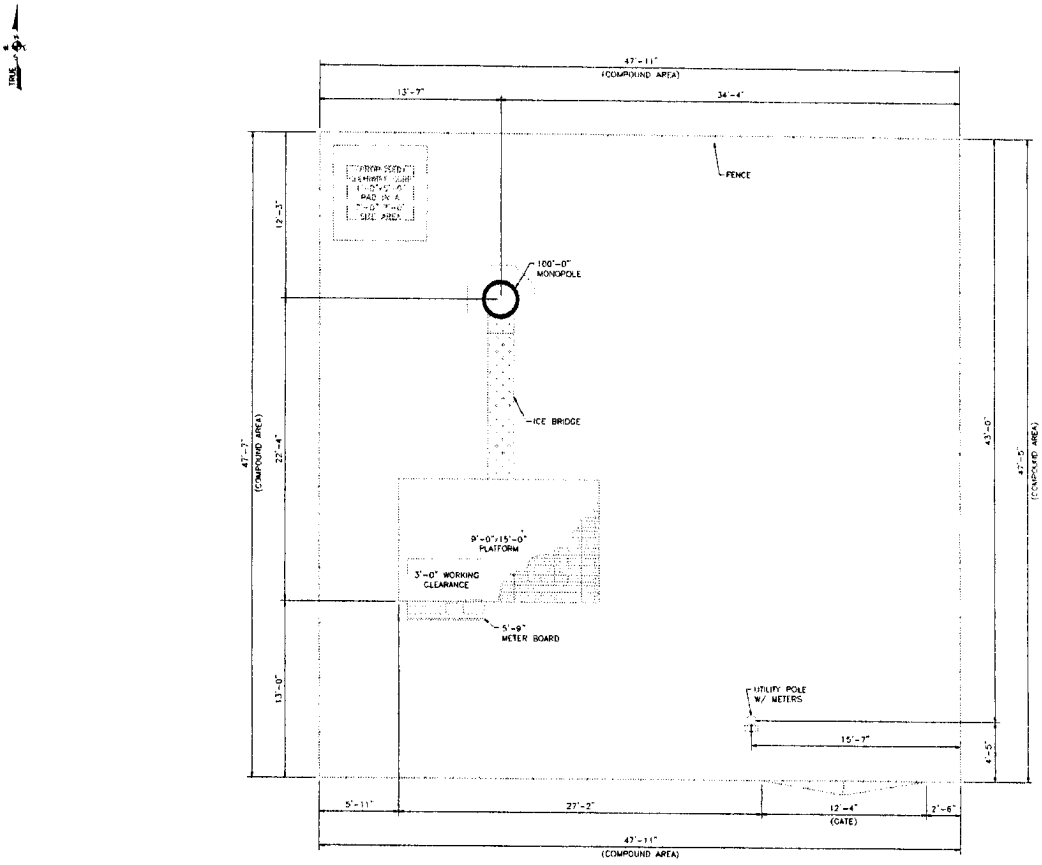
Crown Site Name: Coler
JDE Business Unit Number: 877326

EXHIBIT "3" TO THE SLA

DESCRIPTION OF EQUIPMENT BUILDING/FLOOR SPACE

See Attached

Prepared on: A. Sanzica
Prepared by: March 19, 2009



BUSINESS UNIT: 877326

Clearwire Site Name: Crown - 877326
Clearwire Site Number: TX-HOU0227

Crown Site Name: Coler
JDE Business Unit Number: 877326

EXHIBIT "4" TO THE SLA

PRIME LEASE AGREEMENT

See Attached

Prepared on: A. Sanzica
Prepared by: March 19, 2009

GROUND LEASE EXTENSION AGREEMENT

THIS GROUND LEASE EXTENSION AGREEMENT (the "Agreement") is by and between **GLOBAL SIGNAL ACQUISITIONS IV LLC**, a Delaware limited liability company ("Lessor") and **STC TWO LLC**, a Delaware limited liability company, successor in interest to the original tenant, SprintCom, Inc., a Kansas corporation ("Tenant"), and effective as of the ___ day of _____, 2008 ("Effective Date").

Whereas, Lessor has acquired an easement ("***Easement***") along with a concomitant ground lease ("***Ground Lease***") relating to a certain tower site ("***Tower Site***") upon which Tenant has one or more communication towers and related improvements or assets; and

Whereas, Lessor and Tenant desire to amend the Ground Lease to extend the terms thereof and obtain the Lessor's consent ("***Consent***") to subleasing or licensing the Tower Site (in whole or part), including tower space, to wireless carriers and other third parties; and

Whereas, Lessor and Tenant have agreed upon terms for extending the term of the Ground Lease and they desire to memorialize such agreement in writing.

Now, Therefore, Lessor and Tenant, for good and valuable considerations, agree as follows:

Definitions

"Agreement" means this Ground Lease Extension Agreement.

"Ground Lease" means that certain Option and Site Lease Agreement dated February 12, 1998, for property located in Brazoria County, Texas, as evidenced by that certain Memorandum of Lease Agreement recorded under Document No. 2005060391, of the Official Public Records of Brazoria County, Texas. The original lessor's interest in the lease was assigned to Lessor in that certain Grant of Easement dated _____, 2008 and recorded in Volume ____, Page ____, of the Official Public Records of Dallas County, Texas.

"Tenant's Notice Address" means c/o Crown Castle USA Inc., E. Blake Hawk, General Counsel, 2000 Corporate Drive, Canonsburg, PA 15317.

"Lessor's Notice Address" means c/o Crown Castle USA Inc., E. Blake Hawk, General Counsel, 2000 Corporate Drive, Canonsburg, PA 15317.

1. **Ground Lease Term**. Effective as of the Effective Date, the term of the Ground Lease shall be extended to the earlier of (i) December 31, 2031 or (ii) the termination date of the Easement. If there is any conflict between the Ground Lease and this Agreement, this Agreement shall prevail.

2. **Ground Lease Termination.** Tenant has the right to terminate the Ground Lease with at least five (5) years' prior written notice to Lessor.

3. **Rent**. Effective as of the Effective Date, Tenant shall pay rent to Lessor in the monthly amount described on Exhibit A attached hereto and made a part hereof. The monthly rent shall increase annually commencing on each January 1, to an amount equal to the monthly rent prior

Site Name: Coler
BU#: 877326

By: (initials) AMB Date 9/11/08 Doc Type J
BUN: 877326 Lease/Lic 150221

to such adjustment multiplied by the CPI indicator published on or about October 1 prior to such adjustments dividend by the CPI indicator published on or about October 1 for the prior year. "CPI" means the Consumer Price Index published by the Bureau of Labor for all Urban Consumers, U.S. City Averages or a substantially similar index if such index is not published.

4. **Notices.** All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to Lessor at Lessor's Notice Address and to Tenant at Tenant's Notice Address.

5. **Assignment, Sublease, Licensing and Encumbrance.** Tenant has the right, without any requirement that it pay any additional consideration to Lessor and at its sole discretion, to assign all or any interest in this Agreement and to sublease or license the rights granted to it in the Ground Lease or modify or alter the Tower Site. If there is any conflict between the Ground Lease and this Agreement, this Agreement shall prevail.

[Signatures on next page following]

IN WITNESS WHEREOF, Lessor and Tenant having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year first written above.

LESSOR:

GLOBAL SIGNAL ACQUISITIONS IV LLC,
a Delaware limited liability company

By: _____
Name: Sherri Fox Sacks
Title: Real Estate Transaction Manager

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 20th day of June, 2008 by SHERRI FOX SACKS, as R.E.T Manager of **GLOBAL SIGNAL ACQUISITIONS IV LLC**, a Delaware limited liability company, on behalf of said company and for the purposes stated in the foregoing instrument. She/He is personally known to me or has produced a driver's license as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public

J. V. BUDET
Notary Public, State of Texas
My Commission Expires
June 03, 2012

My Commission expires: June 3, 2012

Site Name: Coler
BU#: 877326

TENANT:

STC TWO LLC,
a Delaware limited liability company

By: Global Signal Acquisitions II LLC,
a Delaware limited liability company,
Its Attorney-in-Fact

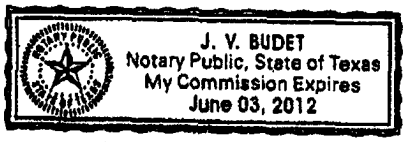
By: Global Signal Services LLC,
a Delaware limited liability company,
Its Manager
By: [signature]
Name: Sherri Fox Sacks
Title: Real Estate Transaction Manager

STATE OF Texas :
: ss
COUNTY OF Harris :

The foregoing instrument was acknowledged before me this 20th day of June, 2008, by Sherri Fox Sacks, as RET Manager of Global Signal Services LLC, a Delaware limited liability company, the Manager of Global Signal Acquisitions II LLC, a Delaware limited liability company, the Attorney-in-Fact for **STC TWO LLC**, a Delaware limited liability company, on behalf of said entities, who is personally known to me or has furnished satisfactory evidence that he/she is the person who appeared before me, who, after being by me duly sworn, declared that he/she executed the above and foregoing instrument for the purpose, intents and consideration therein contained, as his/her free act and deed.

In Witness Whereof, I have hereunto signed this acknowledgment with said appearer and said witnesses, on the date set forth above, after reading of the whole.

[signature]
Signature of Notary Public



J. V. Budet
Printed Name of Notary Public
My Commission Expires: June 3, 2012

Site Name: Coler
BU#: 877326

EXHIBIT "A"

Monthly Rent Amount

[redacted]

Site Name: Coler
BU#: 877326

Version 1

S SITE AGREEMENT

March 97

Site Name Coler

Site I. D. Houston 1253A

1. **Premises and Use.** Owner leases to SprintCom, Inc., a Kansas corporation ("SprintCom"), the site described below:
[*Check appropriate box(es)*]
☒ Land consisting of approximately 2,500 square feet upon which SprintCom will construct its ☒ equipment base station and ☒ antenna structure;
☐ Building interior space consisting of approximately _____ square feet;
☐ Building exterior space for attachment of antennas;
☐ Building exterior space for placement of base station equipment;
☐ Tower antenna space between the _____ foot and _____ foot level on the Tower;
☒ Space required for cable runs to connect PCS equipment and antennas,

in the location(s) ("Site") shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of SSLP/SprintCom, source of electric and telephone facilities. The Site will be used by SSLP/SprintCom for the purpose of installing, removing, replacing, and expanding; maintaining and operating; any electronic signal transmission device or technology, at its expense, a personal communications service system facility ("PCS"), including, without limitation, antenna equipment, cable wiring, related fixtures and, if applicable to the Site, an antenna structure. SSLP/SprintCom will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants. SSLP/SprintCom will have access to the Site 24 hours per day, 7 days per week. It is expressly agreed as a part of this Agreement that SSLP/SprintCom will have private floor space allocated for SSLP/SprintCom's exclusive use for its PCS equipment. In addition, SSLP/SprintCom will be provided space for a diesel powered generator for use in conjunction with a battery back-up, and Owner will provide exclusive space for such generator, either in an existing building, a building to be erected to house generator, or space on a concrete pad on which SSLP/SprintCom, in its sole discretion, may choose to erect a shelter for such generator.

2. **Term.** The term of this Agreement (the "Initial Term") is 5 years, commencing on the date ("Commencement Date") both SSLP/SprintCom and Owner have executed this Agreement or 30 days after the commencement of physical preparation of the Site, whichever comes later. This Agreement will be automatically renewed for four additional terms (each a "Renewal Term") of 5 years each, unless SSLP/SprintCom provides Owner written notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

3. **Rent.** Until the earlier of (a) that date which is 30 days after the issuance of a building permit, or (b) the first day of the month following the commencement of the physical preparation of the Site, the rent will be a one-time aggregate payment of [_____] the receipt of which Owner acknowledges. Thereafter, rent will be paid in equal monthly installments of [_____] (until increased as set forth herein), partial months to be prorated, in advance. Rent for each Renewal Term will be the annual rent in effect for the final year of the Initial Term or prior Renewal Term, as the case may be, increased by [_____]

4. **Title and Quiet Possession.** Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that SSLP/SprintCom is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as SSLP/SprintCom is not in default beyond the expiration of any cure period; and (e) that Owner shall not have unsupervised access to the Site or to the PCS equipment. (f) Owner is not aware of any threatened or pending condemnation or rezoning actions which would affect SSLP/SprintCom's use of the Site; (g) If any governmental, public body or other condemning authority takes, or if Owner transfers in lieu of such taking, all or part of the Site or if the PCS is damaged by any casualty, thereby making it physically or financially infeasible for the Site to be used in the manner intended by this Agreement, SSLP/SprintCom will have the right to terminate this Agreement effective as of the date of the taking by the condemning party or such casualty loss and the rental will be prorated appropriately. If only a portion of the Site is taken, or only a portion of the Site is damaged and SSLP/SprintCom does not elect to terminate this Agreement, then SSLP/SprintCom will continue rental payments provided under this Agreement but will abate proportionately as to the portion taken which is not then usable by SSLP/SprintCom, and Owners will make all necessary repairs and alterations to restore the portion of the PCS Site remaining as near their former condition as circumstances will permit (at a cost not to exceed Owner's proceeds from such condemnation transfer or casualty loss). A transfer by Owner in lieu of taking a governmental authority is deemed the same as taking by such governmental authority.

5. **Assignment/Subletting.** Tenant shall have the right to sublease or assign its rights under this Agreement without notice to or consent of Owner.

6. **Notices.** All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery. Notices to SSLP/SprintCom are to be sent to: SprintCom, Inc., Attention: Director-Network Real Estate, 1200 Main Street, Kansas City, Missouri 64105, with a copy to Sprint Spectrum L.P., 10200 Grogan's Mill Road, The Woodlands, Texas 77380-1180. Notices to Owner must be sent to the address shown underneath Owner's signature.

7. **Improvements.** SSLP/SprintCom may, at its expense, make such improvements and repairs to the equipment on the Site as it deems necessary from time to time for the operation of the PCS system. Owner agrees to cooperate with SSLP/SprintCom with respect to obtaining any required zoning approvals for the Site and such improvements and repairs to equipment. Upon termination or expiration of this Agreement, SSLP/SprintCom may remove its equipment and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss.

8. **Compliance with Laws.** Owner represents that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. SSLP/SprintCom will substantially comply with all applicable laws relating to its possession and use of the Site.

9. **Interference.** SSLP/SprintCom will resolve technical interference problems with other telecommunications equipment located at the Site on the Commencement Date or any telecommunications equipment that becomes attached to the Site at any future date when SSLP/SprintCom desires to add additional telecommunications equipment to the Site. Likewise, Owner will not permit or suffer the installation of any future telecommunications equipment, or changes or modifications to equipment located on the Site as of the Commencement Date belonging to the Owner or other users of the Property on which the Site is located, which (a) results in technical interference problems with SSLP/SprintCom's then existing telecommunications equipment or (b) encroaches onto the Site.

10. **Utilities.** Owner represents that utilities adequate for SSLP/SprintCom's use of the Site are available. SprintCom will pay for all utilities used by it at the Site. Owner will cooperate with SSLP/SprintCom in SSLP/SprintCom's efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement or other instrument reasonably required by the utility company, at the sole cost of SSLP/SprintCom.

11. **Termination.** SSLP/SprintCom may terminate this Agreement at any time by notice to Owner without further liability if SSLP/SprintCom does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership of the Site or authority to enter into this Agreement, or in the event of Title problem with the Site, or if SSLP/SprintCom, for any other reason, in its sole discretion, determines that it will be unable to use the Site. SSLP/SprintCom is not obligated to appeal denial of any approval. SSLP/SprintCom has right to terminate if Owner's interest on the property containing the Site is foreclosed and no disturbance and attornment agreement was provided at lease inception, or if the Site is taken by eminent domain or damaged by casualty. Upon termination, all prepaid rent will be retained by Owner unless such termination is due to Owner's failure of proper ownership or authority, or such termination is a result of Owner's default.

Owner Initials XC

SSLP/SprintCom Initials CM

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12. Default. If either party is in default under this Agreement for a period of (a) 10 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to fully cure the default.

13. Indemnity. Owner and SSLP/SprintCom each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Paragraph will survive termination of this Agreement.

14. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. SSLP/SprintCom will not introduce or use any such substance on the Site in violation of any applicable law. Owner will not introduce or use any hazardous substance on the Site in violation of any applicable law. Owner will be responsible for all obligations of compliance with any and all environmental laws, including any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing those standards of liability or standards of conduct with regard to any environmental conditions or concerns as may now or any time hereafter be in effect, that are or were in any way related to activity now or formerly conducted in, on or in any way related to the property upon which the Site is located ("Premises") (including the Site), unless such conditions or concerns are caused by the activities of SSLP/SprintCom.

Owner will hold SSLP/SprintCom harmless and indemnify SSLP/SprintCom from any and all duties, responsibility and liability at its sole cost and expense, for all duties, responsibilities and liability for payment of penalties, sanctions, forfeitures, losses, costs (including environmental clean-up, remedial, removal and/or response costs), or damages, and for responding to any action, notice claim, order, summons, citation, directive, litigation, investigation or proceeding under federal, state and local law which is in any way related to: (a) a failure to comply with any environmental law, including without limitation, any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental concerns or conditions as may now or any time hereafter be in effect at the Premises (including the Site), and (b) any contamination of the Premises (including the Site), or contaminants migrating therefrom, including but not limited to, groundwater, resulting from the presence of hazardous substances as defined at 42 U.S.C. Section 9601(14), and/or any other substance injurious to the environment or public health and welfare unless caused solely by SSLP/SprintCom.

Owner will have sole responsibility for the identification, investigation, monitoring and remediation and/or cleanup of any environmental contamination, including but not limited to, groundwater of the Premises (including the Site)., Notwithstanding the foregoing, SSLP/SprintCom retains whatever rights it may have under law o report to any governmental agency any environmental conditions which may trigger a reporting obligation under any law or regulation.

SSLP/SprintCom will not have authority, power, or ability to control any other property or business owned or operated by the Owner other than the possession of the Site as provided hereunder and the right of access thereto. Moreover, the right of possession granted hereunder to the Site does not include the right to (a) mine mineral resources (including soil); (b) use or access groundwater underneath the Site; or (c) excavate or remediate soil or groundwater on or in the Premises for the purpose of eliminating, treating or containing contamination unless the contaminants being remediated or excavated were released by SSLP/SprintCom.

15. Subordination and Non-Disturbance. This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. However, promptly after the Agreement is fully executed, Owner will use diligent efforts to obtain a non-disturbance agreement reasonably acceptable to SSLP/SprintCom from the holder of any such mortgage or deed of trust.

16. Taxes. SSLP/SprintCom will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Site. SSLP/SprintCom will pay to Owner any increase in real property taxes attributable solely to any improvements to the Site made by SSLP/SprintCom within 60 days after receipt of satisfactory documentation indicating calculation of SSLP/SprintCom's share of such real estate taxes and payment of the real estate taxes by Owner. Owner will pay when due all other real estate taxes and assessments attributable to the property of Owner of which the Site is a part.

17. Insurance. SSLP/SprintCom will procure and maintain commercial general liability insurance, with limits of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Owner within 30 days of written request. Such policy will provide that cancellation will not occur without at least 15 days prior written notice to Owner. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery against the other party in connection with any damage covered by such policy.

18. Maintenance. SSLP/SprintCom will be responsible for repairing and maintaining the PCS system and any other improvements installed by SSLP/SprintCom at the Site in a proper operating and reasonably safe condition; provided, however if any such repair or maintenance is required due to the acts of Owner, its agents or employees, Owner shall reimburse SSLP/SprintCom for the reasonable costs incurred by SSLP/SprintCom to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of the property of which the Site is a part in a proper operating and reasonably safe condition.

19. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators, personal representatives, and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) if requested by SSLP/SprintCom, Owner agrees promptly to execute and deliver to SSLP/SprintCom a recordable Memorandum of this Agreement in the form of Exhibit B; (d) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

20. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.

The following Exhibits are attached to and made a part of this Agreement: Exhibits A, B, and C.

Owner Initials XC

SSLP/SprintCom Initials GR

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OWNER: THOMAS C. COLER AND KATHY J. COLER, HUSBAND AND WIFE

By: _____
Thomas C. Coler
Its: Co-Owner
S.S./Tax No.: [ ]
Address: 13232 Max Road
Pearland, Texas 77581-7914
☒ See Exhibit A1 for continuation of Owner signatures
Date: 8/20/97

SPRINT SPECTRUM, L.P., a Delaware Limited Partnership
By: _____
Name: ~~Robert C. Giaulero~~ Eldon Prax
Its: Director of Engineering and Operations, Houston BTA
10200 Grogan's Mill Rd. ; Ste. 100 The Woodlands, TX. 77380
Date: 2/12/97

Attach Exhibit A - Site Description and Exhibit B - Memorandum of PCS Site Agreement

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Version 1

EXHIBIT A

March 97

Site Name Coler

PCS Site Agreement

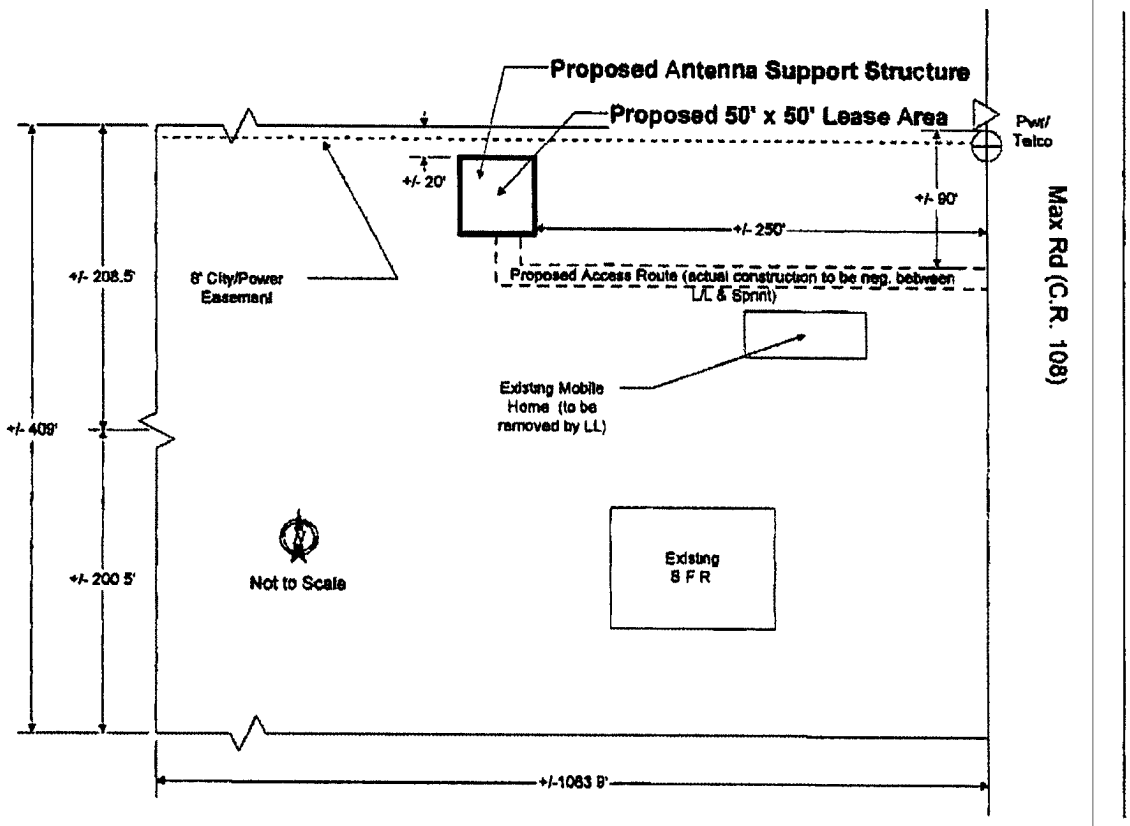
Site I. D. Houston 1253A

Site Description

Site situated in the City of Pearland, County of Brazoria, State of Texas, commonly described as follows:

Legal Description: SEE EXHIBIT "C" ATTACHED HERETO AND MADE A PART HEREOF.

Sketch of Site:



Owner Initials XC

SSLP/SprintCom Initials GM

Note: Owner and SSLP/SprintCom may, at SSLP/SprintCom's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

*[Use this Exhibit A for PCS Site Agreement, Memorandum of PCS Site Agreement, Option Agreement and Memorandum of Option Agreement.]

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Version 1

EXHIBIT A1

March 97

Site Name Coler

PCS Site Agreement

Site I. D. Houston 1253A

Continuation of Owner Signatures

"OWNER":

By: Kathy J. Coler
Kathy J. Coler

Its: Co-Owner

S.S./Tax No.: [redacted]

By: _____

Its: _____

S.S./Tax No.: [redacted]

By: _____

Its: _____

S.S./Tax No.: _____

Owner Initials KC

SprintCom Initials CM

"OWNER":

By: _____

Its: _____

S.S./Tax No.: _____

By: _____

Its: _____

S.S./Tax No.: _____

By: _____

Its: _____

S.S./Tax No.: _____

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Version 1

EXHIBIT B

March 97

Site Name Coler

PCS Site Agreement

Site I. D. Houston 1253A

Memorandum of PCS Site Agreement

This memorandum evidences that a lease was made and entered into by written PCS Site Agreement dated 8/21/97, 19__ , between Thomas C. Coler and Kathy J. Coler, Husband and Wife, ("Owner") and SprintCom, Inc., a Kansas corporation ("SprintCom").

Such Agreement provides in part that Owner leases to SSLP/SprintCom a certain site ("Site") located at 13232 Max Road, City of Pearland, County of Brazoria, State of Texas, within the property of Owner which is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on _____, 19__, which term is subject to four (4) additional five (5) year extension periods by SSLP/SprintCom. Premises are to be used for the construction, installation, maintenance and operation of a personal communications system facility, including, without limitation, antenna equipment, towers, satellite or other dishes, supports, cables, wires, poles, receivers, transmitters, fixtures, buttresses, anchors, fences and other related facilities, equipment and appurtenances for the foregoing ("PCS facility").

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

"OWNER"

THOMAS C. COLER AND KATHY J. COLER, HUSBAND AND WIFE

By: _____

Name: Thomas C. Coler

Title: Co-Owner

☒ See Exhibit B1 for continuation of Owner signatures

Address: 13232 Max Road
Pearland, Texas 77581-7914

Owner Initials KC _____

SSLP/SprintCom Initials CM _____

"SprintCom"

Sprint SPECTRUM L.P., a Delaware Limited Partnership

By: _____

Name: ~~Robert G. Giguiere~~ Eldon Prax

Title: Director of Engineering and Operations, Houston BTA

Address: 10200 Grogan's Mill Road, Suite 100, The Woodlands, TX. 77380

Date: 2/12/98

Attach Exhibit A - Site Description

Version 3

EXHIBIT B1

March 97

Site Name Coler

PCS Site Agreement

Site I. D. Houston 1253A

Memorandum of PCS Site Agreement

Continuation of Owner Signatures

"OWNER":

By: Kathy J. Coler
Kathy J. Coler

Its: Co-Owner

S.S./Tax No. [redacted]

By: _____

Its: _____

S.S./Tax No.: [redacted]

By: _____

Its: _____

S.S./Tax No.: _____

"OWNER":

By: _____

Its: _____

S.S./Tax No.: _____

By: _____

Its: _____

S.S./Tax No.: _____

By: _____

Its: _____

S.S./Tax No.: _____

Owner Initials KC

SSLP/SprintCom Initials

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Version 1

EXHIBIT C

March 97

Site Name Coler

PCS Site Agreement

Site I. D. Houston 1253A

Legal Description

The North one-half (1/2) of Lot Thirty (30) of the Allison-Richey Gulf Coast Home Company Subdivision of Section 10, H.T. & B.R.R. Co. Survey, Abstract 505, Brazoria County, Texas, according to the recorded map or plat thereof in Volume 2, Page 23 of the Plat Records of Brazoria County, Texas.

Owner Initials KC

SSLP/SprintCom Initials GN

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OWNER NOTARY BLOCK:

STATE OF TEXAS

COUNTY OF Brazoria

The foregoing instrument was acknowledged before me this 21st day of August, 1997, by Thomas C. Coler and Kathy J. Coler, Husband and Wife.

(AFFIX NOTARIAL SEAL)

JoAnn Kison
Notary Public, State of Texas
My Commission Expires 5/08/2001

JoAnn Kison
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF Texas

JoAnn Kison
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER: 5/8/2001

STATE OF TEXAS

COUNTY OF MONTGOMERY

The foregoing instrument was acknowledged before me this 12th day of February, 1998,

☐by ~~Robert C. Giguiere~~ Eldon Prax, Director of Engineering and Operation, Sprint, Houston BTA, SPRINT SPECTRUM, L.P., a Delaware Limited Partnership, who executed the foregoing instrument as agent for SPRINT SPECTRUM L.P., a Delaware Limited Partnership.

(AFFIX NOTARIAL SEAL)

JUDY A. FRANKLIN
NOTARY PUBLIC
State of Texas
Comm. Exp 05-09-2001

Judy A. Franklin
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER:

Code Response 1

Tower Ordinance

Chapter 2 – Division 5: Telecommunications Towers & Antennas

Section 2.5.5.2 Conditional Use Permit Required

(e) **Application & Requirements.** An application for a conditional use permit for a tower, antenna, or use of an alternative tower structure must be made to the Planning Department. An application will not be considered until it is complete. A complete application must contain the following:

(1) An inventory of the applicant's existing towers that are either within the City or within one mile of the corporate limits, specifying the location, height, and design of each tower. The Planning Department may share the information with other applicants for a conditional use permit under this article.

APPLICANT DOES NOT HAVE ANY EXISTING TOWERS WITHIN THE CITY OR WITHIN ONE MILE. CLEARWIRE IS NEW TO THE HOUSTON MARKET AND DOES NOT CURRENTLY HAVE AN OPERATING NETWORK IN THIS AREA.

(2) Site plans to scale specifying the location of tower(s), transmission building and other accessory uses, street access, parking, fences, landscaped areas, and adjacent land uses.

ATTACHED TO CUP APPLICATION AS EXHIBIT E.

(3) A report from a professional structural engineer licensed in the State of Texas documenting the following:

a. Tower height and design, showing a cross-section of the tower structure.

b. Total anticipated capacity of the tower structure, including the number and types of antennas which can be accommodated.

ATTACHED AS SUPPLEMENT D. THE TOWER IS RATED AT 104%, WHICH IS DEEMED TO BE STRUCTURALLY ACCEPTABLE AS DEFINED BY THE CITY OF PEARLAND'S BUILDING CODE.

(4) A letter of intent to lease excess space on the tower and to lease additional excess land on the tower site when the shared use potential of the tower is absorbed, if structurally and technically possible.

CLEARWIRE IS SUBLEASING SPACE AND IS NOT THE TOWER OWNER. CLEARWIRE HAS NO ABILITY TO CONTROL ANY ADDITIONAL LEASE AREAS.

(5) Each applicant must make a good faith effort to substantially demonstrate that no existing towers could accommodate the applicant's proposed antenna by doing the following:

CLEARWIRE IS COLLOCATING ON AN EXISTING TOWER AND IS NOT BUILDING A NEW TOWER.

(6) Any other information which may be requested by the Planning Department to fully evaluate and review the application and the potential impact of a proposed tower or antenna.

Section 2.5.5.6 Shared Use

(a) **No Permit Required**. To encourage shared use of towers, no building permit or conditional use permit is required for the addition of antennas to an existing tower so long as the height of the tower or structure on which the antenna is placed is not increased and the requirements of this article are met.

IN SUPPORT OF THE CITY'S INTENT TO PREVENT THE PROLIFERATION OF UNNECESSARY TOWERS, CLEARWIRE HAS SOUGHT TO UTILIZE AS MANY EXISTING TOWERS AND STRUCTURES AS POSSIBLE. ALL OF THE PROPOSED SITES IN THE CITY LIMITS WILL BE COLLOCATIONS. THE HEIGHT OF THE TOWER IS NOT BEING INCREASED, NOR IS THE EXISTING SITE BEING EXPANDED.

Section 2.5.5.8 Pre-Existing Towers & Non-Conforming Uses.

(a) **Operative Towers**. All communications towers that are operative prior to the effective date of this UDC and that do not comply wholly with the requirements of this division are allowed to continue their present usage as a nonconforming use and are treated as a non-conforming use in accordance with Chapter 2, Article 7 of this UDC. Routine maintenance is permitted on the existing towers. Construction other than routine maintenance on an existing communication tower must comply with the requirements of this UDC.

CLEARWIRE'S INSTALLATION WILL FULLY COMPLY WITH THE RULES AND REGULATIONS AS DEFINED IN THE UDC.

Code Response 2

Zone District SR-12

Section 2.4.2.4 SR-12, Suburban Residential-12 District

(a) **Purpose**. The Suburban-Residential-12 District (SR-12) is intended to permit the low density residential development of detached single-family dwelling units and appropriate desirable open space.

(b) **Authorized Uses.** The following are authorized uses under the regulations established in this chapter:

(1) Permitted and conditional uses as authorized in the Land Use Matrix in Article5, Division 2 of this Chapter 2;

THIS USE IS LISTED AS CONDITIONAL IN THE MATRIX.

(2) Accessory uses as authorized in Article 5, Division 3 of this Chapter 2.

(c) **Area Regulations**.

(1) Size of Lots:

a. *Minimum Lot Area* - Twelve thousand (12,000) square feet
b. *Minimum Lot Width* - One hundred feet (100')
c. *Minimum Lot Depth* - Ninety feet (90')
d. *Maximum Lot Coverage* - Sixty percent (60%)

THE EXISTING SITE PRE-DATES THE ZONING ORDINANCE.

(2) Size of Yards:

a. *Minimum Front Yard* – Twenty-five feet (25'); twenty feet (20') feet for cul-de-sac lots and thumbnail lots.
b. *Minimum Side Yard* – Ten feet (10'); equal to the front yard when abutting a street right-of-way.
c. *Minimum Rear Yard* – Twenty feet (20'); thirty feet (30') when adjacent to a thoroughfare or collector roadway, except if landscaping is provided and is visible from (i.e., there is no fence or other visible obstruction the thoroughfare or collector).

THE EXISTING SITE PRE-DATES THE ZONING ORDINANCE.

(d) **Height Restrictions**. No building shall exceed thirty-five feet (35') in height.

THE TOWER ORDINANCE (CH. 2, DIV. 5) CONTROLS HEIGHT OF TOWERS. THE EXISTING SITE PRE-DATES THE ZONING ORDINANCE.

(e) **Accessory Buildings**. Accessory buildings shall meet the requirements of Chapter 2, Article 5, Division 3 of this UDC.

CLEARWIRE IS NOT INSTALLING ANY ACCESSORY BUILDINGS.

(f) **Common Areas** – Management & Maintenance. For any land and/or facilities to be used in common by residents of the development, there shall be provisions made for the establishment of a property owners association to manage and maintain such common land and/or facilities.

THIS SITE IS NOT FOR COMMON USE.

(g) **Outside Storage**. Outside storage in the front yard is prohibited, except for storage within leased portable containers such as PODS for not longer than seven (7) calendar days.

CLEARWIRE IS NOT INSTALLING ANY OUTSIDE STORAGE.

Code Response 3

Site Development

Chapter 4 – Article 2: Development Standards

Division 2 Landscaping

Section 4.2.2.3 Applicability to New and Existing Developed Areas

(b) **Existing Development Areas; Nonconformance.**

(1) All property with existing development on the effective date of the ordinance from which this division derives which is not in compliance with this division shall be considered nonconforming and allowed to continue until the time a building permit is granted to reconstruct or enlarge an existing structure on the property to an extent exceeding five hundred (500) square feet of the exterior dimensions of the structure. At that time, this division shall apply to the previous existing parcel areas as well as any new paved areas, and the areas shall be brought into compliance. A plan showing existing and new development and the proposed landscaping shall be submitted in accordance with this division. In order to encourage early landscaping in existing paved areas and the preservation of trees that are already established and growing in these areas an additional credit shall be given in accordance with Division 3 of this Chapter.

(2) No structure existing on the effective date of this Code from which this division derives shall be required to be altered or moved in order to comply with this division except for reconstruction.

(3) Also see Article 1, Division 3 of this Chapter for further requirements related to structural and parking-related expansions.

1. CLEARWIRE'S PROPOSED INSTALLATION IS LESS THAN 500 SQUARE FEET, THUS THE EXISTING DEVELOPMENT IS NOT REQUIRED TO BE BROUGHT INTO COMPLIANCE.
2. THE TOWER IS NOT BEING RECONSTRUCTED AND WAS BUILT PRIOR TO THIS CODE'S EFFECTIVE DATE.

Division 3 – Tree Mitigation

Section 4.2.3.3 Approval Required for Tree Removal

No person directly or indirectly shall cut down remove, move, or destroy through damaging the roots, trunk or canopy, any tree situated on property regulated by this division without first submitting a Tree Survey and obtaining approval of a Tree Disposition Plan, unless otherwise exempted by the provisions of Section 4.2.3.4(b) of this division.

NO TREES WILL BE IMPACTED BY THIS INSTALLATION, AS THE COMPOUND ALREADY EXISTS. THIS INSTALLATION WILL NOT ENLARGE THE EXISTING FACILITY.

Section 4.2.3.6 Submittal Requirements

(a) The City Manager or his/her designee shall establish administrative procedures necessary to facilitate the implementation and enforcement of this division. These procedures shall include the following:

(1) Tree Disposition Plan/Tree Survey: Must be submitted and approved prior to the removal or destruction of any tree.

(2) An application involving a limited portion of a site may be based on an exhibit showing only that portion of the site.

(3) Aerial photograph interpretation may supplant the ground survey for preliminary analyses of large scale developments, such as subdivisions, utility corridors, and golf courses, at the discretion of the City. Large-scale developments are also required to include impact areas where existing trees are located.

NO TREES WILL BE REMOVED AS A RESULT OF THIS INSTALLATION.

Division 4 – Screening and Fencing

Section 4.2.4.2 Screening for Utility Support Structures and Stations

(a) **Applicability.** This section shall apply to all utility support structures or stations located on private property regardless if there is an easement or other form of agreement between the utility company or property owner.

(b) **Support Structures and Stations Defined.** These shall include, but not be limited to, any switching equipment, lift stations, pipe valves connected to pipes above ground, boxes or cabinets, cabling equipment or wiring above ground, transmitting equipment, control rooms, control cabinets, etc. Utility poles and transformers and like appurtenances attached to utility poles more than ten feet (10') above the ground are not considered a support structure or station.

(c) **Regulations.** A utility support structure or station located on private property or outside a public street right of way must have proper screening. The construction or modification of an existing utility support structure or station equal to more than fifty percent (50%) of its value or area, must provide screening meeting one of the following:

THIS INSTALLATION WILL NOT IMPACT MORE THAN 50% OF THE EXISTING AREA. CLEARWIRE'S FOOTPRINT IS 49 SQUARE FEET. THE EXISTING SITE IS OVER 2,500 SQUARE FEET.

AGENDA - JOINT PUBLIC HEARING OF THE CITY COUNCIL AND THE PLANNING AND ZONING COMMISSION OF THE CITY OF PEARLAND, TEXAS, TO BE HELD APRIL 19, 2010, AT 6:30 P.M., IN THE COUNCIL CHAMBERS, CITY HALL, 3519 LIBERTY DRIVE, PEARLAND, TEXAS

I. CALL TO ORDER

II. PURPOSE OF HEARING

Conditional Use Permit No. CUP2010-02

A request of Joseph E. Koza, applicant and owner, for approval of a conditional use permit to allow a snow-cone stand in an existing building within the Light Industrial (M-1) Zoning District, on the following described property, to wit:

Legal Description: Lots 2,3, and 10, in Block 1, of Air Port Sites Subdivision, according to the Plat thereof Recorded in Volume 5, Page 57, of the Plat Records of Brazoria County, Texas.

General Location: 2910 S. Main St., Pearland, TX

III. APPLICATION INFORMATION AND CASE SUMMARY

A. STAFF REPORT
B. APPLICANT PRESENTATION

IV. PERSONS WISHING TO SPEAK FOR OR AGAINST THE PROPOSED REQUEST

V. COUNCIL/PLANNING COMMISSION/STAFF DISCUSSION

VI. ADJOURNMENT

This site is accessible to disabled individuals. For special assistance, please call Young Lorfing, City Secretary, at 281-652-1655 prior to the meeting so that appropriate arrangements can be made.

JOINT PUBLIC HEARING AGENDA ITEM
MEETING OF APRIL 19, 2010

Conditional Use Permit No. CUP 2010-02

A request of Joseph E. Koza, applicant and owner, for approval of a conditional use permit to allow a snow-cone stand in an existing building within the Light Industrial (M-1) Zoning District, on the following described property, to wit:

Legal Description: 1.5540 acres of land out of 14.2863 acres of land out of Lots 6 and 7 of a subdivision in the James Hamilton Survey, Abstract 881, in Harris County, Texas, according to the map or plat thereof recorded in Volume 83, Page 342, of the Deed Records of Harris County, City of Pearland, Harris County, Texas

General Location: 2910 S. Main St., Pearland, TX

APPROVAL PROCESS: After this Joint Public Hearing, the requested zone change application will be considered as follows:

Planning and Zoning Commission: April 19, 2010*
City Council for First and Only Reading: April 26, 2010*

(*dates subject to change if item is tabled)

SUMMARY: The applicant is requesting approval for a conditional use permit to allow approximately 250 square feet area for a snow-cone stand within the existing ancillary retail area of Koza's. The subject property is zoned Light Industrial (M-1) and this is a permitted use with an approved conditional use permit.

The existing building on the property has a total of approximately 19,000 square feet of space with approximately 1,800 square feet for the retail/showroom area. There is also approximately 3,200 square feet of office space, 6,200 square feet of manufacturing space, and 7,400 square feet for warehouse space within the existing building.

SURROUNDING ZONING AND LAND USES:

	Zoning	Land Use
North	Light Industrial (M-1)	McCoys
South	General Commercial (GC) and Light Industrial (M-1)	Feed Store
East	General Commercial (GC)	Undeveloped Tract
West	Planned Development District (PD)	Twin Lakes

CONFORMANCE TO THE UNIFIED DEVELOPMENT CODE (UDC): The subject property is currently zoned as Light Industrial (M-1). The minimum lot size for the M-1 district is 40,000 square feet, the minimum lot width is 150 feet, and the minimum lot depth is 150 feet. The subject property exceeds these minimum requirements, as the property is approximately 1.5 acres in size, and has the lot width of approximately 200 feet, and the lot depth of approximately 400 feet.

The applicant will be required to comply with all other requirements of the Unified Development Code.

PLATTING STATUS: The property has not been platted.

CONFORMANCE TO THE COMPREHENSIVE PLAN: The Comprehensive Plan (2004 update adopted on July 26, 2004) recommends "Light Industrial" for the subject property and the surrounding properties. The Comprehensive Plan further indicates that the appropriate zoning districts are "Light Industrial (M-1)" for the subject property and the surrounding properties. Therefore, the current M-1 zone conforms to the current Comprehensive Plan.

CONFORMANCE TO THE THOROUGHFARE PLAN: The subject property has frontage on State Highway 35, a major thoroughfare with an ultimate right-of-way greater than 120 feet. The applicant has not had the property platted and all necessary dedications have to be made at the time of platting.

AVAILABILITY OF UTILITIES: The subject parcel is served by public water and sewer lines.

IMPACT ON EXISTING AND FUTURE DEVELOPMENT: The proposed conditional use permit is to allow approximately 250 square feet for a snow-cone stand within the existing ancillary retail area of Koza's. The current use of the subject property has been operating for many years in the City of Pearland at this location. This is not expanding the footprint of the existing building, but needs an approved conditional use permit for the additional use in the M-1 Zoning District. The applicant proposes the snow-cone stand so that his children may operate the small business during the summer months while he is at Koza's.

Koza's is located within an area where McCoy's is to the north, feed store located to the south, and the Rail Road is located to the west and rear of the property. To the east is undeveloped land near Hampshire.

Currently this location has 68 parking spaces and adding this use within the existing foot print of the building does not trigger any increase needed for parking, landscaping, or façade requirements. The subject property is in conformance with the Comprehensive Plan and the current Unified Development Code with an approved conditional use permit.

The use will not generate significant additional traffic than what is currently experienced by the retail sales use that is currently operating at the subject property. The proposed use as presented by the applicant should not have any significant negative impact on the existing and surrounding uses in the area.

ADDITONAL COMMENTS:

No additional comments from other departments.

SITE PLAN CONSIDERATIONS: A site plan of the existing building and proposed sno-cone area was submitted with the application.

PUBLIC NOTIFICATION: Public notice/comment forms were mailed to property owners within 200 feet of the subject property under consideration. A legal notice of public hearing was published in the local newspaper, and a Zoning Sign was placed on the subject property.

OPPOSITION TO OR SUPPORT OF PROPOSED REQUEST: Staff has not received any comments either in opposition to or in support of the proposed zone change request.

STAFF RECOMMENDATION: Staff recommends approval of the Conditional Use Permit No. CUP 2010-02 to allow a snow-cone stand within an existing building as proposed by the applicant, for the following reasons:

1. The proposed use would be in conformance with the Zoning Map and the Current Unified Development Code with an approved conditional use permit.

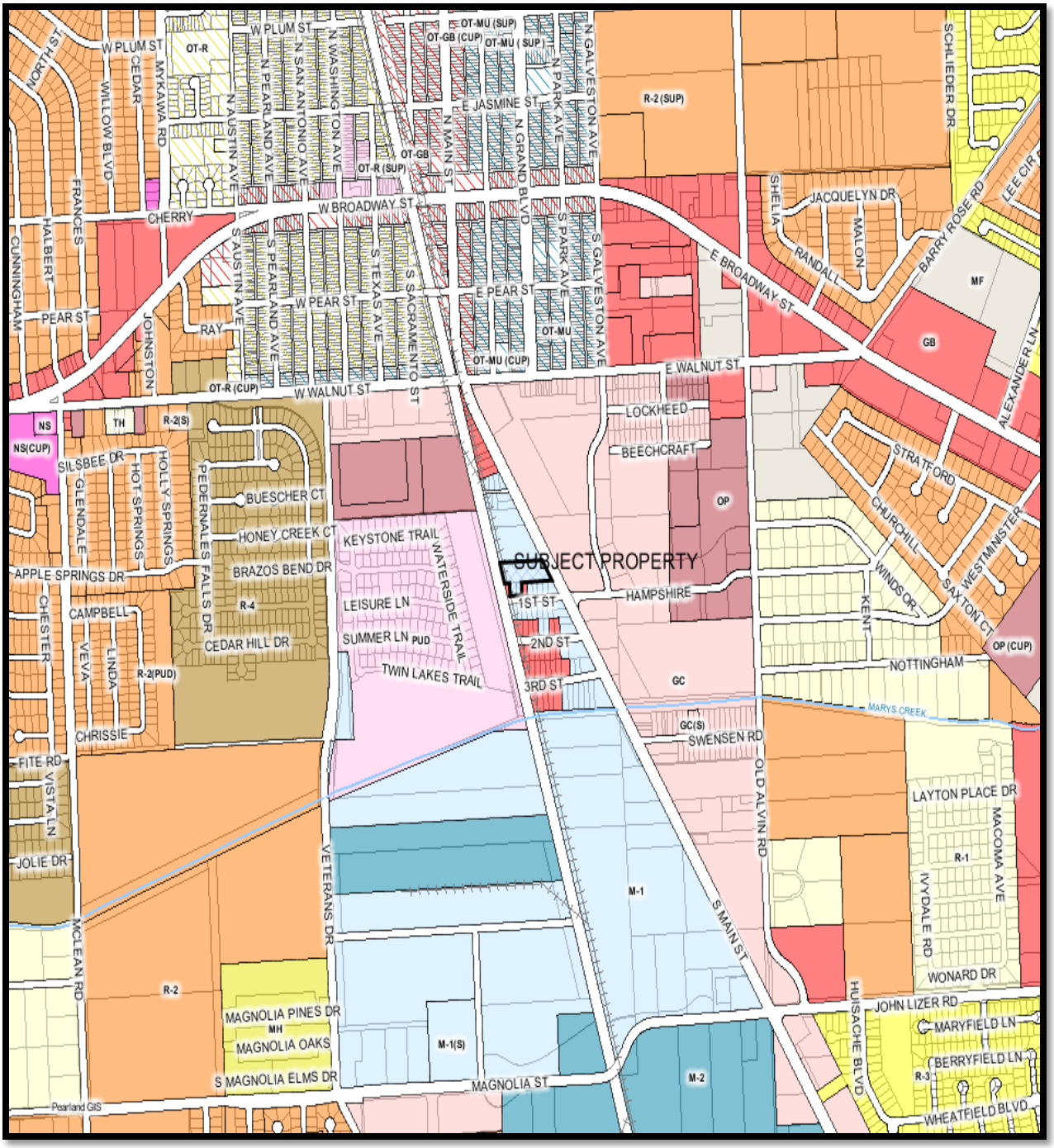
2. The proposed facility should not have any significant negative impact on the surrounding properties and developments.

3. The proposed use, existing use, and subject property are in conformance with the Future Land Use Map.

4. The proposed use is in conformance to existing and surrounding uses with an approved conditional use permit.

SUPPORTING DOCUMENTS:

- Zone Change Application
- Vicinity Map
- Property Ownership Map
- Property Owner Notification List
- Zoning Map
- Future Land Use Plan
- Aerial Photograph
- Other Maps and Related Documents

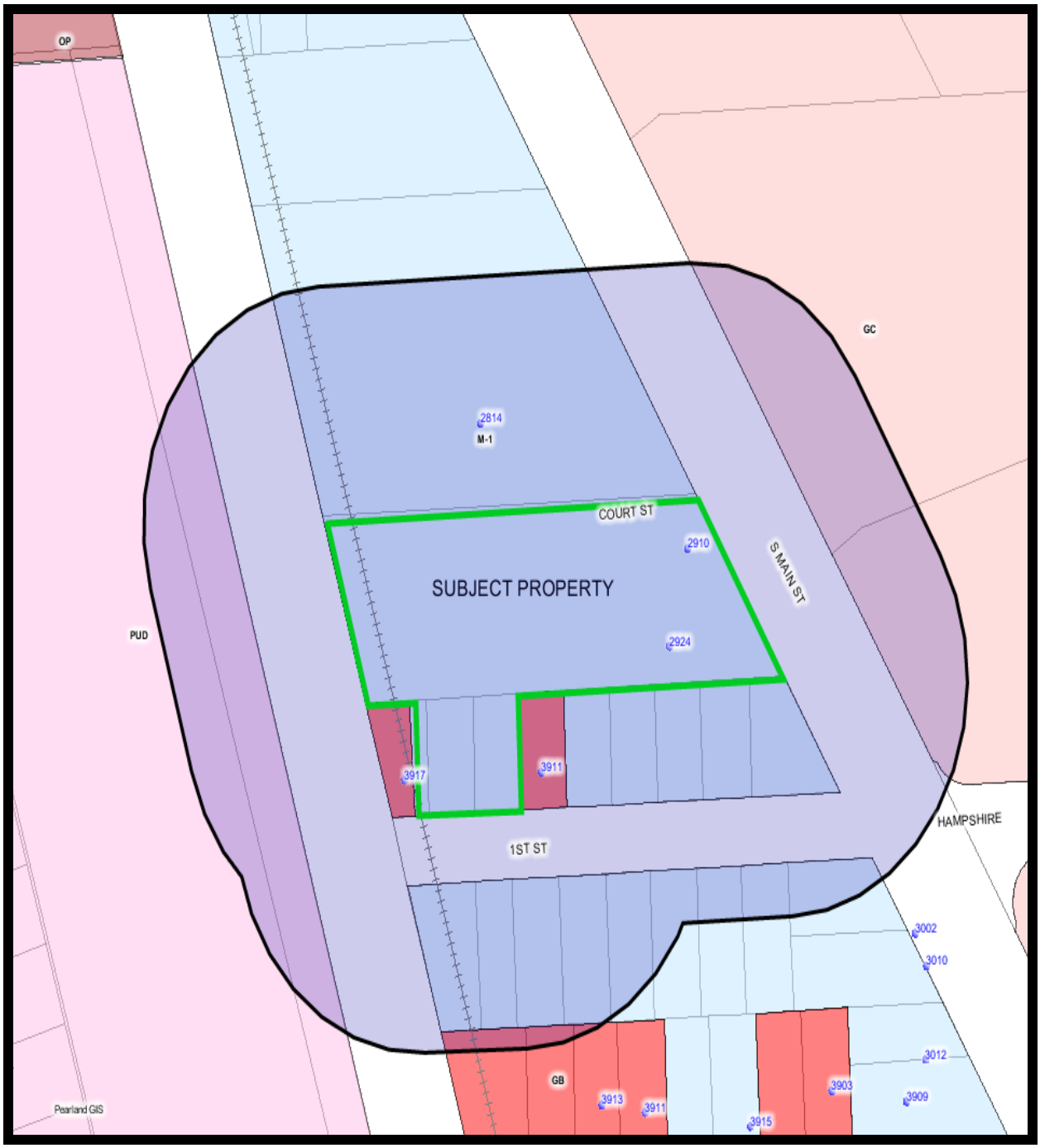


VICINITY MAP

CONDITIONAL USE PERMIT 2010-02

2910 S. MAIN, PEARLAND, TEXAS

↑
NORTH



ABUTTER MAP

CONDITIONAL USE PERMIT 2010-02

2910 S. MAIN, PEARLAND, TEXAS

↑ **NORTH**

CUP APPLICATION NO. 2010-02
2910 S. MAIN
PROPERTY OWNERS NOTIFICATION LIST

ASSOCIATED EQUIPMENT CO	PO BOX 898	PEARLAND	TX	77588
ASSOCIATED EQUIPMENT CO	PO BOX 898	PEARLAND	TX	77588
ASSOCIATED EQUIPMENT CO	PO BOX 898	PEARLAND	TX	77588
ASSOCIATED EQUIPMENT CO	PO BOX 898	PEARLAND	TX	77588
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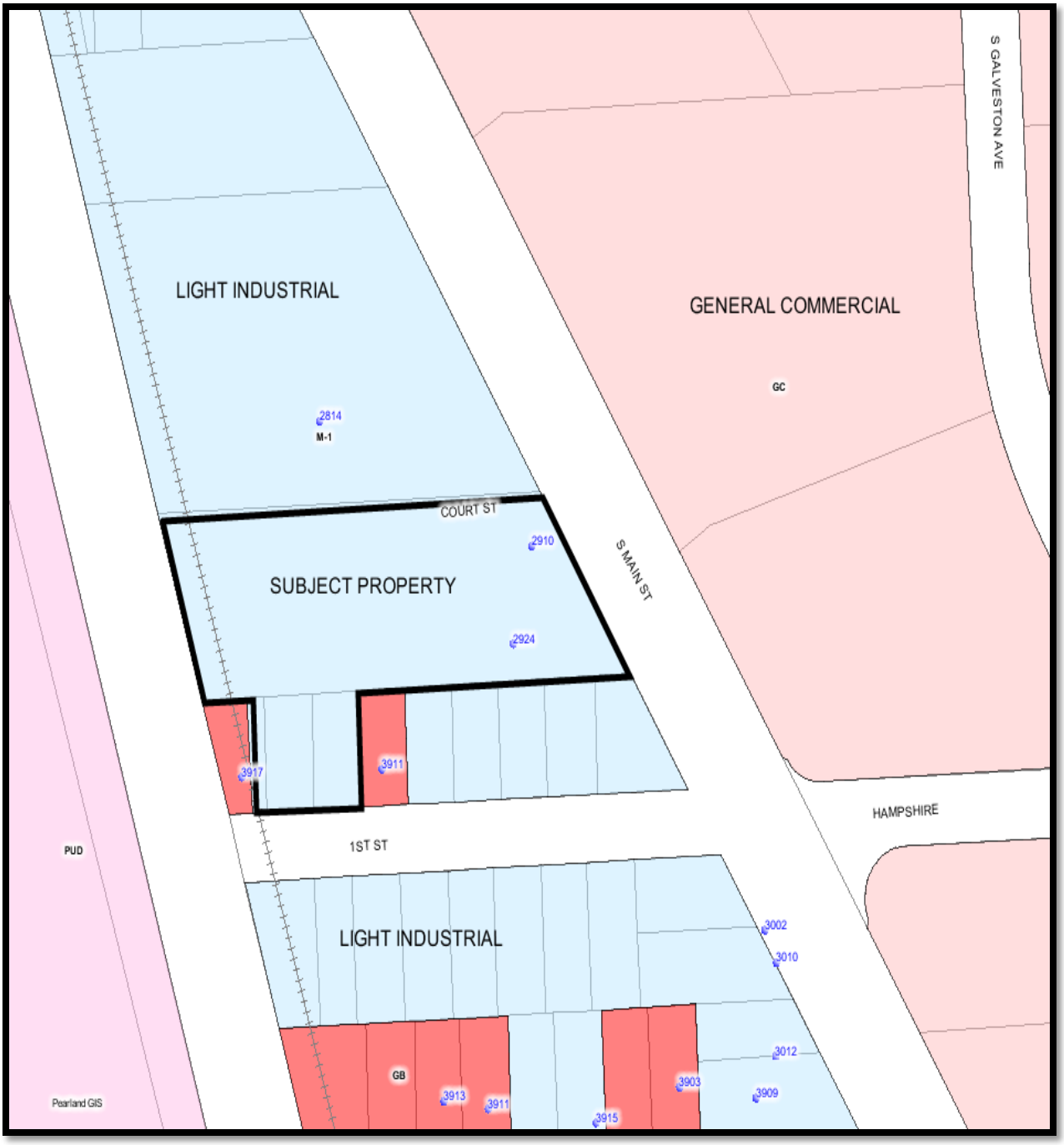
ASSOCIATED PROPERTIES INC	PO BOX 898	PEARLAND	TX	77588
ASSOCIATED PROPERTIES INC	PO BOX 898	PEARLAND	TX	77588
ASSOCIATED PROPERTIES INC	PO BOX 898	PEARLAND	TX	77588
ASSOCIATED PROPERTIES INC	PO BOX 898	PEARLAND	TX	77588
ASSOCIATED PROPERTIES INC	PO BOX 898	PEARLAND	TX	77588
BAKER FELTON M & MARY C	#5 HAVERFORD LANE	FRIENDSWOOD	TX	77546
BAKER FELTON M & MARY C	#5 HAVERFORD LANE	FRIENDSWOOD	TX	77546
BRAZORIA COUNTY MUD #28	3200 SOUTHWEST FWY	HOUSTON	TX	77027
BURLINGTON NORTHERN SANTA FE	PO BOX 961089	FORT WORTH	TX	76161
KOZA INVESTMENTS LP	2910 S MAIN ST	PEARLAND	TX	77581
KOZA INVESTMENTS LP	2910 S MAIN ST	PEARLAND	TX	77581
KOZA INVESTMENTS LP	2910 S MAIN ST	PEARLAND	TX	77581
LOPEZ TONY A	3915 SECOND ST	PEARLAND	TX	77581
LOPEZ TONY A	3915 SECOND ST	PEARLAND	TX	77581

MCCOY REALITY CORP #21	PO BOX 1028	SAN MARCOS	TX	78667
MORENO JOHNNY M & SOCOARRO	3913 2ND ST	PEARLAND	TX	77581
SAENZ ROSA	2029 MARS DR	ROSHARON	TX	77583
STAR TWO TWIN LAKES LP	17049 EL CAMINO REAL STE 100	HOUSTON	TX	77058
TAMAYO MARY HELEN	3911 1ST ST	PEARLAND	TX	77581

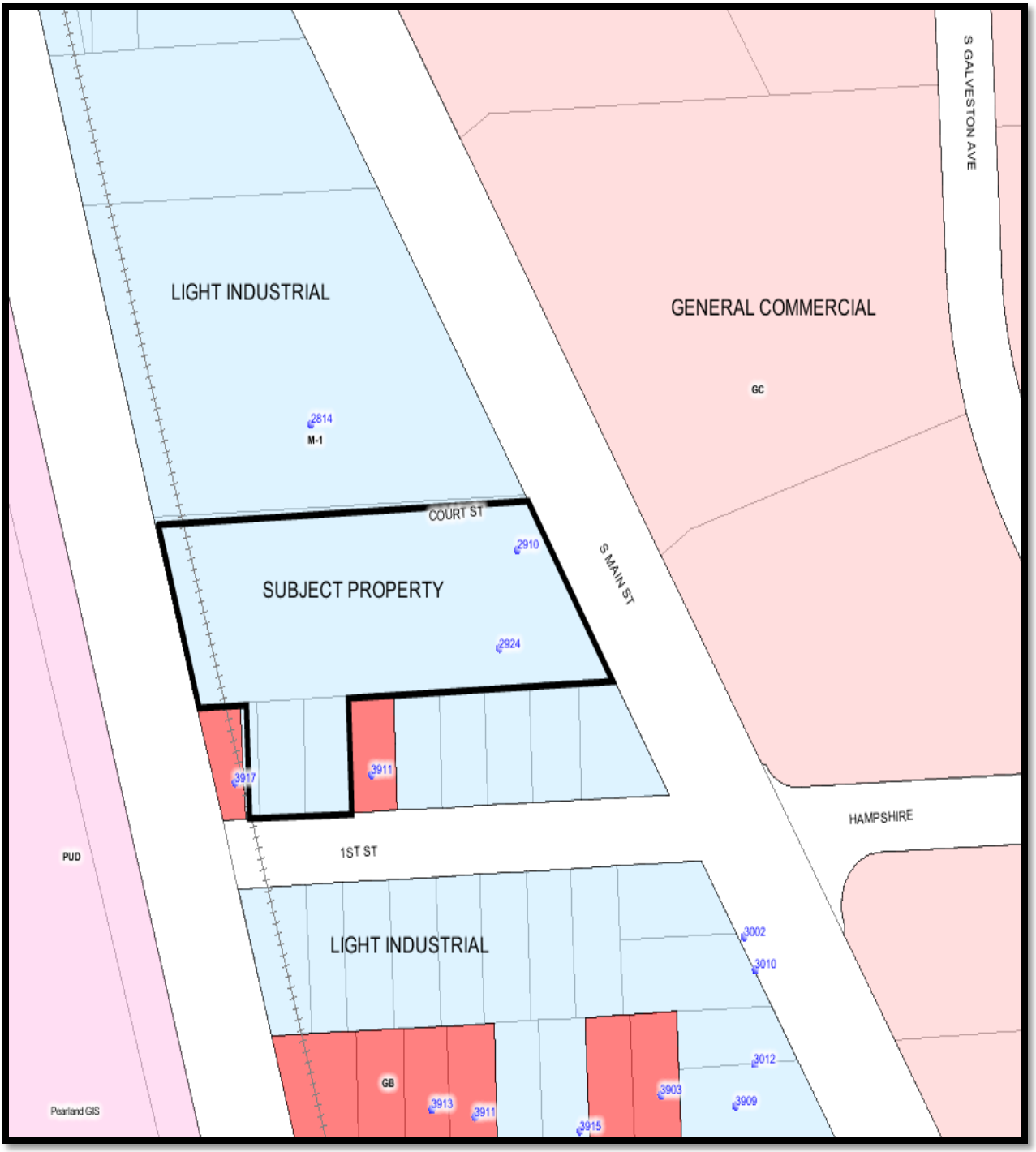


ZONING MAP

CONDITIONAL USE PERMIT 2010-02

2910 S. MAIN, PEARLAND, TEXAS

↑
NORTH



FUTURE LAND USE MAP

CONDITIONAL USE PERMIT 2010-02

2910 S. MAIN, PEARLAND, TEXAS

↑
NORTH

AERIAL MAP

CONDITIONAL USE PERMIT 2010-02

2910 S. MAIN, PEARLAND, TEXAS

↑
NORTH

City of Pearland
Community Development
3523 Liberty Drive
(Community Center)
Pearland, Texas 77581
281-652-1768
281-652-1702 fax
www.cityofpearland.com

APPLICATION FOR A CONDITIONAL USE PERMIT (CUP)

Conditional Use Permit Request for: ICE CREAM / YOGURT SHOP
(list proposed use from the Table of Uses of the UDC)

Current Zoning District: M-1

Property Information:

Address or General Location of Property: 2910 S. MAIN ST.
PEARLAND, TX 77581

Tax Account No. 1160000020000

Subdivision: AIRPORT SITES Lot: 2, 3 & 10 Block: 1

A complete application must include all information shown on the Application Checklist attached to this application.

PROPERTY OWNER INFORMATION:

NAME KOZA INVESTMENTS
ADDRESS 2910 S. MAIN ST.
CITY PEARLAND STATE TX ZIP 77581
PHONE(281) 960-4450
FAX(281) 997-2358
E-MAIL ADDRESS JEK@KOZAS.COM

APPLICANT INFORMATION:

NAME JOSEPH E. KOZA
ADDRESS 2403 GREEN TEE DR.
CITY PEARLAND STATE TX ZIP 77581
PHONE(281) 960-4450
FAX(281) 997-2358
E-MAIL ADDRESS JEK@KOZAS.COM

*Property owner must be the current owner of the property at the time of submittal of the application, and not the party that has the property under contract.

As owner and applicant, I hereby request approval of the above described request as provided for by the Unified Development Code of the City of Pearland.

Owner's Signature: [signature] Date: 2/25/10

Agent's Signature: _____ Date: _____

OFFICE USE ONLY:

FEES PAID: $250.00	DATE PAID: 2/26/10	RECEIVED BY: AY	RECEIPT NUMBER: 132360

Application No. CUP 2010-02

Letter of Intent

February 25, 2010

Joseph E. Koza
2910 S Main St
Pearland, TX 77581

Angela Gantuah
City of Pearland – Planning
3523 Liberty Dr
Pearland, TX 77581

Subject: Proposed snow cone shop

This letter of intent is to confirm my interest in opening a snow cone shop at 2910 S Main St, Pearland, TX, 77581 in conjunction with the existence of the current business Koza's Inc. Koza's Inc. is in the embroidery, screen print and promotional products business and has been in business at this location since May 5, 1965. Currently this address is zoned as M-1 in the Unified Development Code of the City of Pearland. As such, the property can support this type of land use with the approval of a Conditional Use Permit. Therefore, I am requesting for the approval of a Conditional Use Permit to allow me to open the business described above.

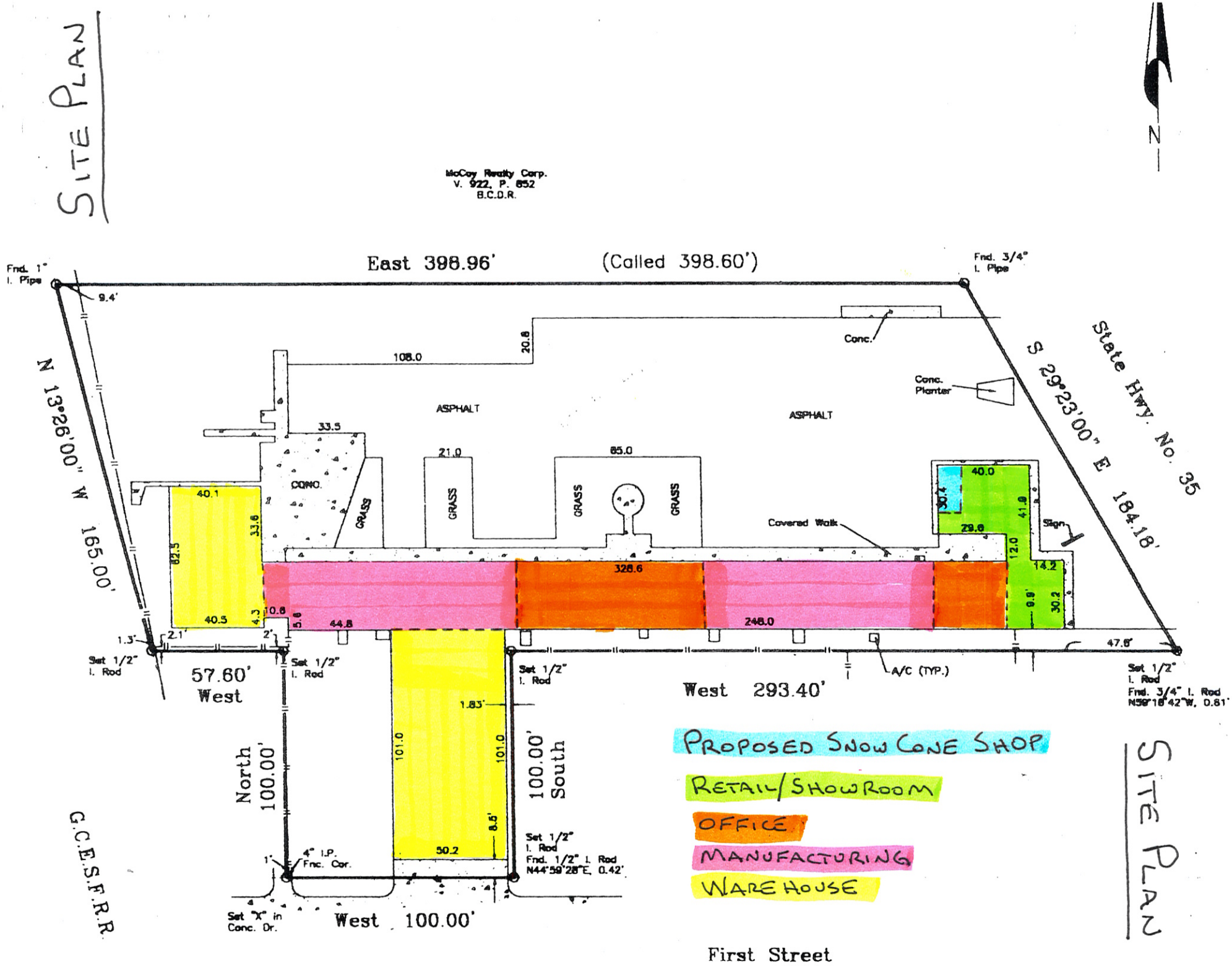
The existing building on the property has approximately 19,000 square feet of space with approximately 1,800 square feet of retail/showroom space, 3,600 square feet of office space, 6,200 square feet of manufacturing space, and 7,400 square feet of warehouse space. I would utilize approximately 250 square feet of the existing 1,800 square feet of retail/showroom to house the snow cone shop. The proposed snow cone shop would be located in the blue highlighted section of the site plan.

I thank you for your consideration of the Conditional Use Permit at 2910 S Main St, Pearland, TX, 77581.

Sincerely,

Joseph E. Koza

SITE PLAN



SITE PLAN

Acknowledgement of Required Sign

February 25, 2010

Joseph E. Koza
2910 S Main St
Pearland, TX 77581

Angela Gantuah
City of Pearland – Planning
3523 Liberty Dr
Pearland, TX 77581

Subject: Posting of zoning notification sign

I hereby acknowledge the requirement of posting a zoning notification sign on 2910 S Main St, Pearland, Texas, ten (10) days prior to the Planning and Zoning meeting until ten (10) days after the final City Council meeting approving or denying the Conditional Use Permit.

Sincerely,

Joseph E. Koza

Brazoria County
Where Texas Began

Monday, February 22 2010

Property Tax Status

Begin a New Search Go to Your Portfolio Tax Office FAQ's

Request a Tax Statement

Make your check or money order payable to:
Ro'Vin Garrett, RTA
111 E Locust
Angleton, Texas 77515

A Convenience Fee of up to 2.65% will be charged for all credit card payments by the vendor providing this service.
For eChecks, a convenience fee of $1.50 will be charged for each transaction. The fee covers the cost of making payments by credit card possible. The fee will appear as a charge to 'Certified Payments'. No part of this fee is retained by Brazoria County.

Unless otherwise noted, all data refers to tax information for 2009. All amounts due include penalty, interest, and attorney fees when applicable. Due to the large volume of work during heavy payment periods amounts due may not reflect payments that have been received but not yet processed.

Account Number: 11600002000

Address:
KOZA INVESTMENTS LP
2910 S MAIN ST
PEARLAND, TX 77581-4710

Property Site Address:
2910 MAIN
77581

Legal Description:
AIRPORT SITES (PEARLAND), BLOCK 1, LOT 2
-3-10

Current Tax Levy: $8,322.71

Current Amount Due: $0.00

Prior Year Amount Due: $0.00

Total Amount Due: $0.00

Last Payment Amount for Current Year Taxes:
$8,322.71

Pending Credit Card or E-Check Payments:
No Credit Card Payment Pending

Jurisdictions:

BRAZORIA COUNTY
BRAZORIA DRAINAGE DIST 4
CITY OF PEARLAND
PEARLAND ISD
SPECIAL ROAD & BRIDGE

Market Value: $315,000

Land Value: $148,710

Improvement Value: $166,290

Capped Value: $0

Agricultural Value: $0

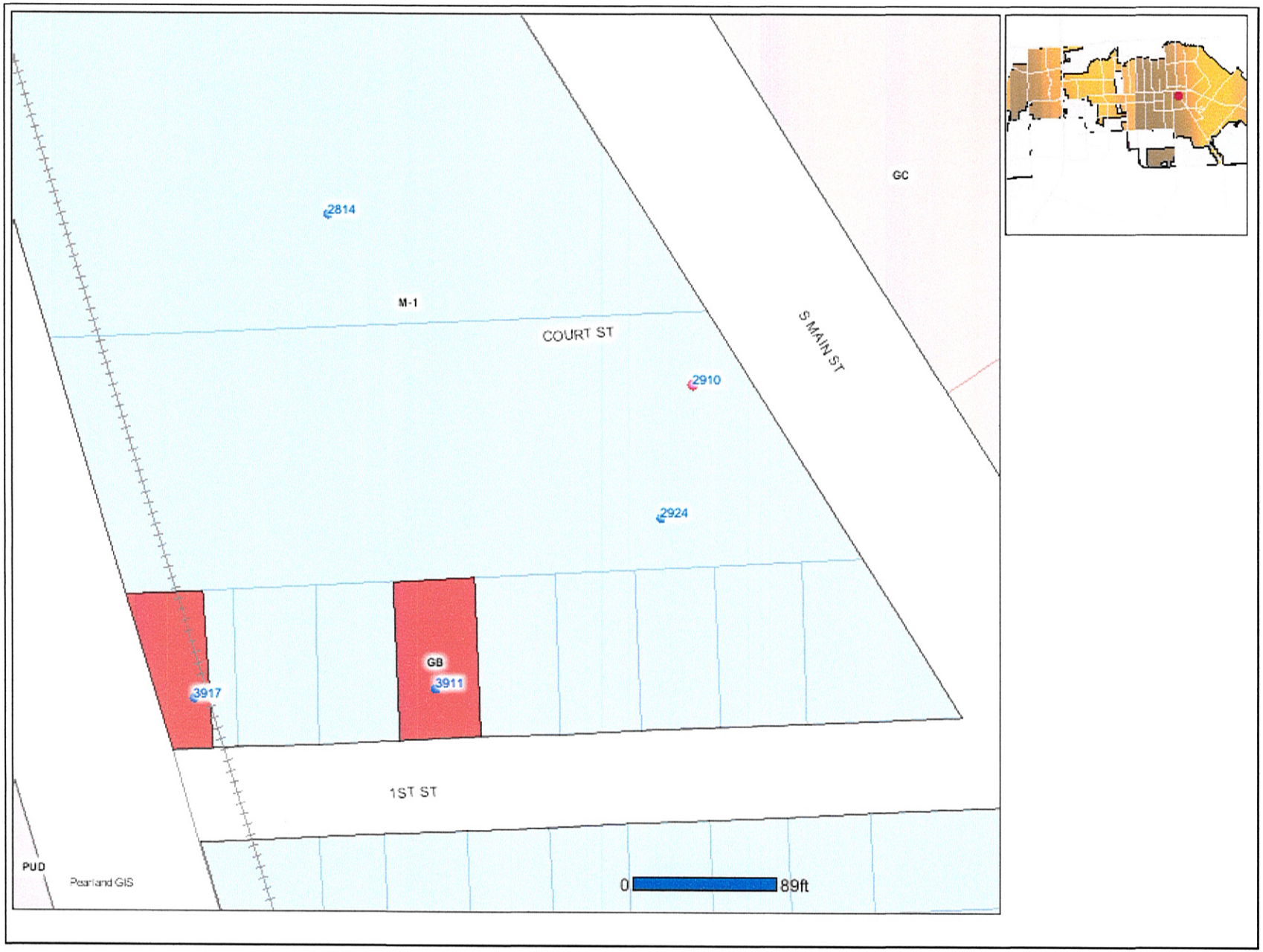
Exemptions: None

Last Certified Date: 09/03/2009

Taxes Due Detail by Year and Jurisdiction

Payment Information

Click Here to see your estimated amount due for a future date. You can see this information by year and by both year and jurisdiction.


2814
M-1
COURT ST
S MAIN ST
GC
2910
2924
GB
3911
3917
1ST ST
PUD
Pearland GIS
0
89ft

WALKER L. TREESH

Registered Professional Land Surveyor

P.O. Box 2113 Pearland, Texas 77588 (281) 485-5191

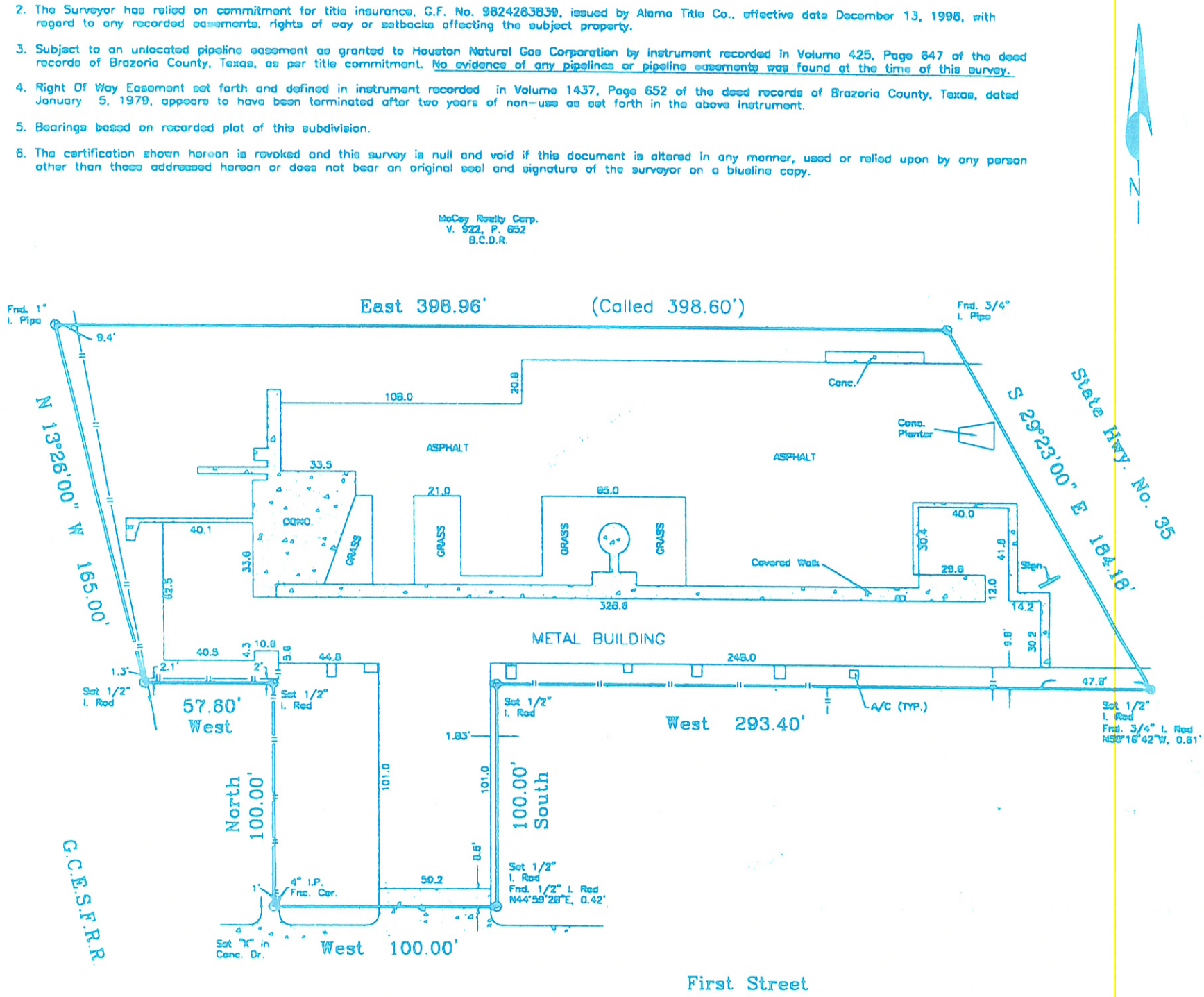
Scale: 1"=60' *Date:* January 11, 1999 *Job No.* 98-2888

Purchaser: Joseph D. Koza, Jr.

Property Address: 2910 South Main, Pearland, Tx. 77581

GENERAL NOTES:

1. This property lies within flood zone "AO" (1 Ft. Depth) according to the F.E.M.A. Flood Insurance Rate Map for the City of Pearland, Community-Panel No. 480077 0045 I, Dated September 28, 1990.
2. The Surveyor has relied on commitment for title insurance, G.F. No. 9824283839, issued by Alamo Title Co., effective date December 13, 1998, with regard to any recorded easements, rights of way or setbacks affecting the subject property.
3. Subject to an unlocated pipeline easement as granted to Houston Natural Gas Corporation by instrument recorded in Volume 425, Page 647 of the deed records of Brazoria County, Texas, as per title commitment. No evidence of any pipelines or pipeline easements was found at the time of this survey.
4. Right Of Way Easement set forth and defined in instrument recorded in Volume 1437, Page 652 of the deed records of Brazoria County, Texas, dated January 5, 1979, appears to have been terminated after two years of non-use as set forth in the above instrument.
5. Bearings based on recorded plat of this subdivision.
6. The certification shown hereon is revoked and this survey is null and void if this document is altered in any manner, used or relied upon by any person other than those addressed hereon or does not bear an original seal and signature of the surveyor on a blueline copy.



PLAT SHOWING A SURVEY OF LOTS 2, 3 AND 10, IN BLOCK 1, OF AIR PORT SITES SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5, PAGE 57, OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.

To: Alamo Title Co., exclusively

I, Walker L. Treesh, Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat represents a survey made on the ground under my direction and supervision on December 29, 1998. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey was performed in connection with the transaction described in G.F. No. 9824283839 of Alamo Title Co. THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND THE UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

Walker L. Treesh

WALKER L. TREESH, R.P.L.S. NO. 1895

STATE OF TEXAS REGISTERED WALKER L. TREESH 1895 PROFESSIONAL LAND SURVEYOR