

AGENDA

CITY OF PEARLAND PLANNING & ZONING COMMISSION

APRIL 19, 2010

6:30 p.m.

Jerry Koza, Jr.
P&Z CHAIRPERSON

Ron Capehart
P&Z VICE-CHAIRPERSON

COMMISSIONERS

Neil West

Susan Sherrouse



Darrell Diggs

Richard Golden

Henry Fuentes

In accordance with the Texas Open Meeting Act the Agenda is posted for public information, at all times, for at least 72 hours preceding the scheduled time of the meeting on the bulletin board located at the front entrance of the City Hall, 3519 Liberty Drive.

AGENDA – REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF PEARLAND, TEXAS, TO BE HELD APRIL 19, 2010 AT 6:30 P.M., IN THE 2ND FLOOR CONFERENCE ROOM, CITY HALL, 3519 LIBERTY DRIVE, PEARLAND, TEXAS

I. CALL TO ORDER

II. APPROVAL OF MINUTES

Regular Meeting of April 5, 2010

III. NEW BUSINESS

A. CONSIDERATION & POSSIBLE ACTION – CONDITIONAL USE PERMIT NO. CUP2010-01

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

B. CONSIDERATION & POSSIBLE ACTION – 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

C. CONSIDERATION & POSSIBLE ACTION – 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

D. CONSIDERATION & POSSIBLE ACTION – FIVE YEAR CAPITL IMPROVEMENT PROGRAM 2011-2015

E. CONDUCT PUBLIC HEARING – PARTIAL REPLAT OF BELLAVITA AT GREEN TEE SECTION FIVE

Request of Gina A. Nelson, P. E., Century Engineering, Inc., applicant, for Friendswood Development Company, owner, for approval of a partial replat of the Amended Plat of Bellavita at Green Tee Section Five located on East and West Tuschman. The applicant is proposing a reduction in the number of lots to be platted from 37 lots to 31 lots in Block 3 and a portion of Block 2 on the following described property:

Being a subdivision of 8.1872 acres and a partial replat of the Amended Plat of Bellavita at Green Tee Section Five, Recorded in F.C. No. 597089, H.C.M.R. and located in the W.D.C. Hall Survey, A-23, City of Pearland, Harris County, Texas.

F. COSIDERATION AND POSSIBLE ACTION – PARTIAL REPLAT OF BELLAVITA AT GREEN TEE SECTION FIVE

Request of Gina A. Nelson, P. E., Century Engineering, Inc., applicant, for Friendswood Development Company, owner, for approval of a partial replat of the Amended Plat of Bellavita at Green Tee Section Five located on East and West Tuschman. The applicant is proposing a reduction in the number of lots

to be platted from 37 lots to 31 lots in Block 3 and a portion of Block 2 on the following described property:

Being a subdivision of 8.1872 acres and a partial replat of the Amended Plat of Bellavita at Green Tee Section Five, Recorded in F.C. No. 597089, H.C.M.R. and located in the W.D.C. Hall Survey, A-23, City of Pearland, Harris County, Texas.

G. DISCUSSION ITEMS

1. Commissioners Activity Report
2. National APA Conference Update from April 10-13, 2010
3. Upcoming - APA's Planners Training Service in Washington, D.C. - Complete Streets - June 11-12, 2010
4. Prepare Strategic Plan for P & Z - Set annual goals
5. Next P&Z Regular Meeting set for May 3, 2010
6. May 3, 2010: Presentation by Ian Clowes on Livable Centers - 20 minutes
7. May 3, 2010: Presentation by Lata Krishnarao on LEED Neighborhood Design and Retrofitting Commercial Strip Centers - 20 minutes

IV. 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.

I, Judy Krajca, Office Coordinator of the City of Pearland, Texas, do hereby certify that the foregoing agenda was posted in a place convenient to the general public at City Hall on the 15th of April 2010 A.D., at 5:30 p.m.

Judy Krajca, Planning Office Coordinator

Agenda removed _____ day of April 2010 A.D.

APPROVAL

OF

MINUTES

MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF PEARLAND, TEXAS, HELD APRIL 5, 2010 AT 6:30 P.M., IN THE 2ND FLOOR CONFERENCE ROOM, CITY HALL, 3519 LIBERTY DRIVE, PEARLAND, TEXAS

CALL TO ORDER

P&Z Chairperson Jerry Koza, Jr. called the meeting to order at 7:40 p.m. with the following present:

P&Z Chairperson Jerry Koza, Jr.
P&Z Commissioner Neil West
P&Z Commissioner Richard Golden
P&Z Commissioner Henry Fuertes
P&Z Commissioner Susan Sherrouse

Also in attendance were: Planning Director Lata Krishnarao, Senior Planner Angela Gantuah, Planning Technician Ian Clowes, Deputy City Attorney Nghiem Doan, and Office Coordinator Judy Krajca.

P&Z Commissioner Darrell Diggs and P&Z Vice-Chairperson Ron Capehart were not in attendance.

APPROVAL OF MINUTES

P&Z Commissioner Susan Sherrouse made the motion to approve the minutes of the Regular Meeting of April 5, 2010, and P&Z Commissioner Richard Golden seconded.

The vote was 5-0. The minutes of April 5, 2010 were approved.

NEW BUSINESS

**A. CONSIDERATION & POSSIBLE ACTION – VARIANCE NO. 2010 – 02
REQUEST FOR LOT TO BE PLATTED AT 1515 NORTH MAIN STREET**

A request by C. L. Davis, R.P.L.S., C. L. Davis & Company, for Pearland Storage Facility, Inc., owner, for a variance from the requirement of Section 2.4.4.5(c)(1)(b) of the Unified Development Code requiring a minimum lot width of one-hundred fifty feet (150') for lots in the GC, General Commercial District.

Plans and Plat Administrator Richard Keller read the purpose of the variance, and stated that staff recommends approval of the Request for lot to be platted at 1515 North Main Street.

P&Z Commissioner Henry Fuertes expressed concern based on the comments from the last variance approved that if the Commission continues to approve variances, then the Unified Development Code may as well be re-written. Mr. Fuertes added that he was in favor of this variance.

Plans and Plat Administrator explained that the applicant will be required to share driveway access with the adjoining property owner.

P&Z Commissioner Neil West made the motion to approve, and P&Z Commissioner Henry Fuertes seconded.

The vote was 5-0. Variance No. 2010-02 was approved.

B. DISCUSSION ITEM

Deputy City Attorney Nghiem Doan presented his annual training on the P&Z Commissions Roles and Responsibilities; as well as, a training presentation on Annexation.

Staff presented recommendations and discussion on Accessory Structures, seeking input from the Commission. The P&Z Commission made the following recommendations:

- Habitable Structures – may be detached from the primary structure, but have to meet the setbacks of the primary structure.
- Generators & other Utility Structures – leave the UDC as written with the required setbacks being the same as the accessory structure.

Commissioners Richard Golden, Neil West, and Darrell Diggs will attend the National APA Conference in New Orleans, along with Planning staff Lata Krishnarao and Ian Clowes on April 10-12, 2010.

The next P&Z Regular meeting and Joint Public Hearing to be held on April 19, 2010.

There was no discussion from the Commission for their Activity Report.

IV. ADJOURNMENT

P&Z Chairperson Jerry Koza, Jr. adjourned the meeting at 10:05 p.m.

These minutes are respectfully submitted by:

Judy Krajca, Planning Office Coordinator

Minutes approved as submitted and/or corrected on this 19th day of April 2010, A.D.

P&Z Chairperson Jerry Koza, Jr.

P&Z Agenda Items

A – C

Conditional Use Permits

No. 2010-01

No. 2010-03

No. 2010-02

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:

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: 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:

	<u>Zoning</u>	<u>Land Use</u>
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 be 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.

ADDITIONAL 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:

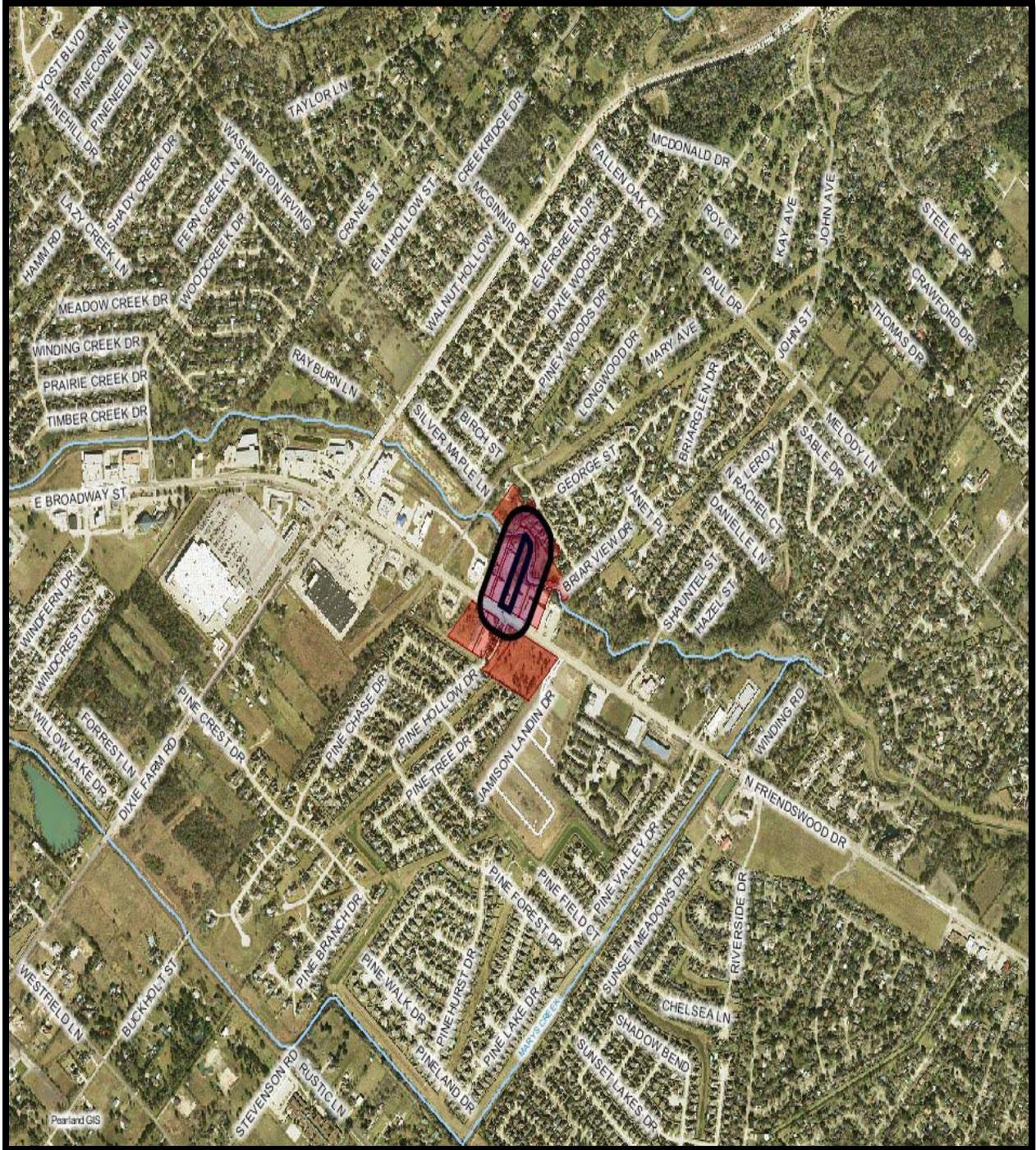
1. Landscaping and screening shall be provided for the areas visible from Broadway which is in the Corridor Overlay District.
2. Provide structural/engineering calculations and information regarding the support structure that needs to be installed so that the tower will not fail with the addition of 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.

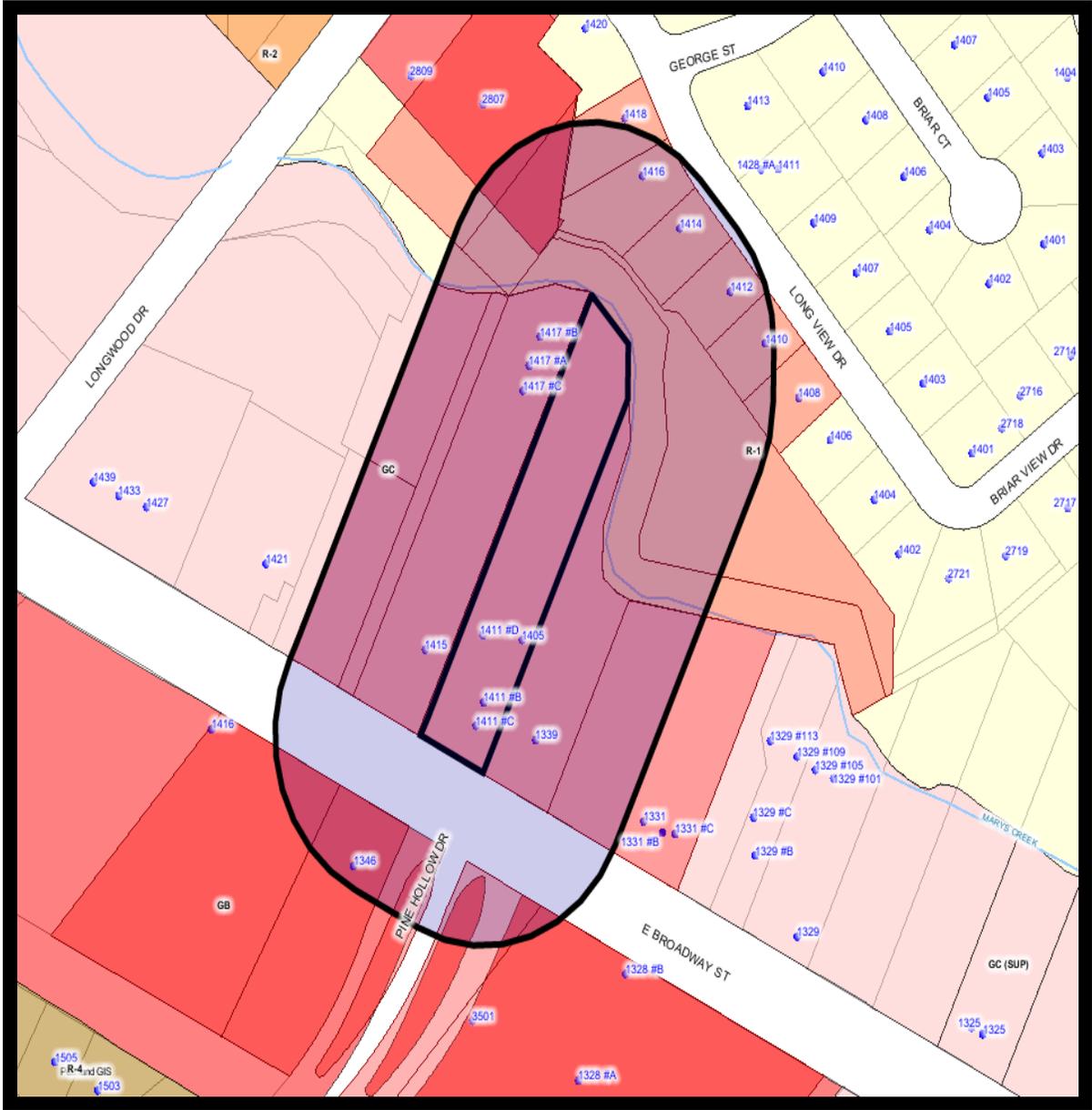
SUPPORTING DOCUMENTS:

- 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



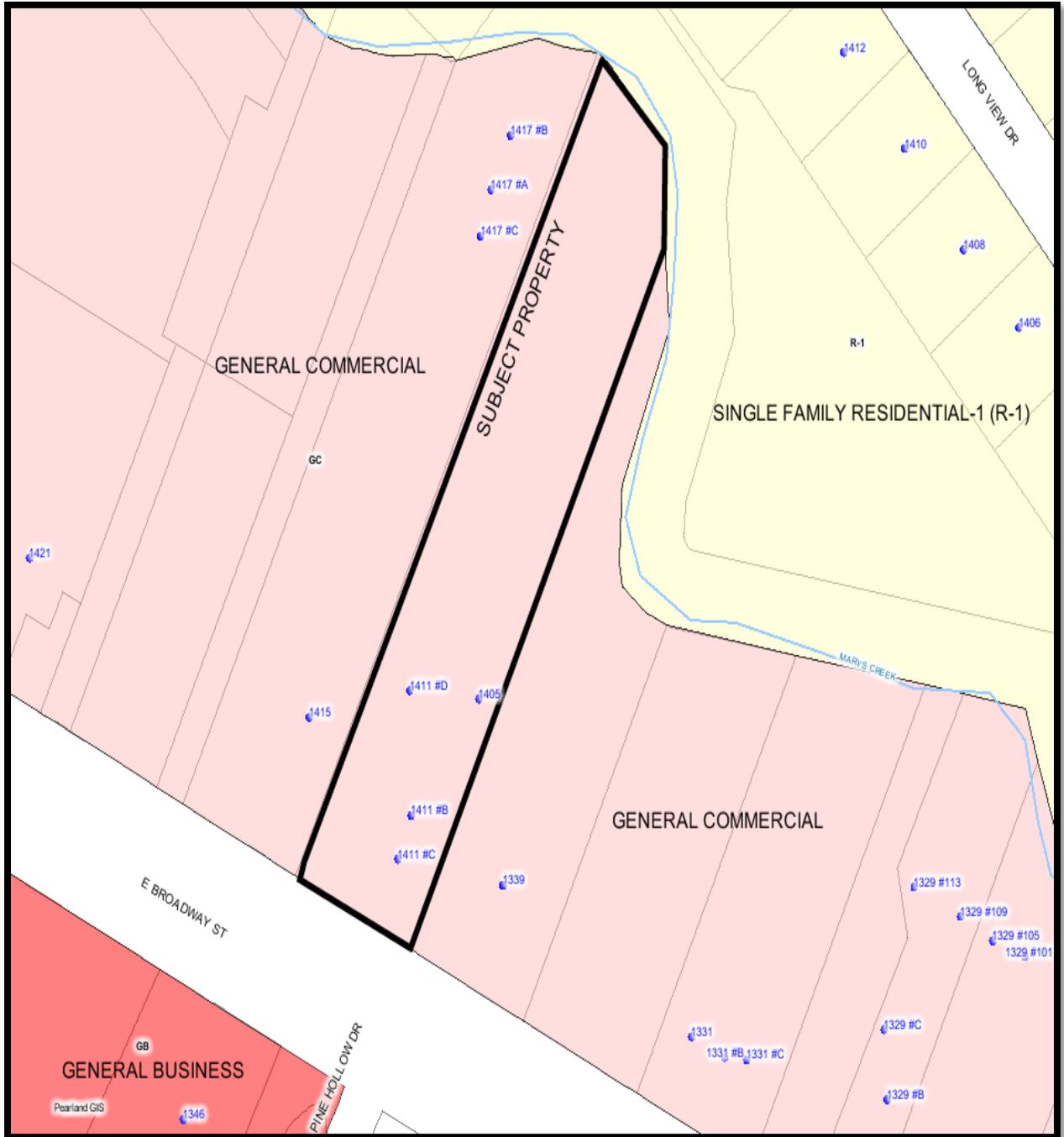


ABUTTER MAP
CONDITIONAL USE PERMIT 2010-01
1411 BROADWAY, PEARLAND, TEXAS



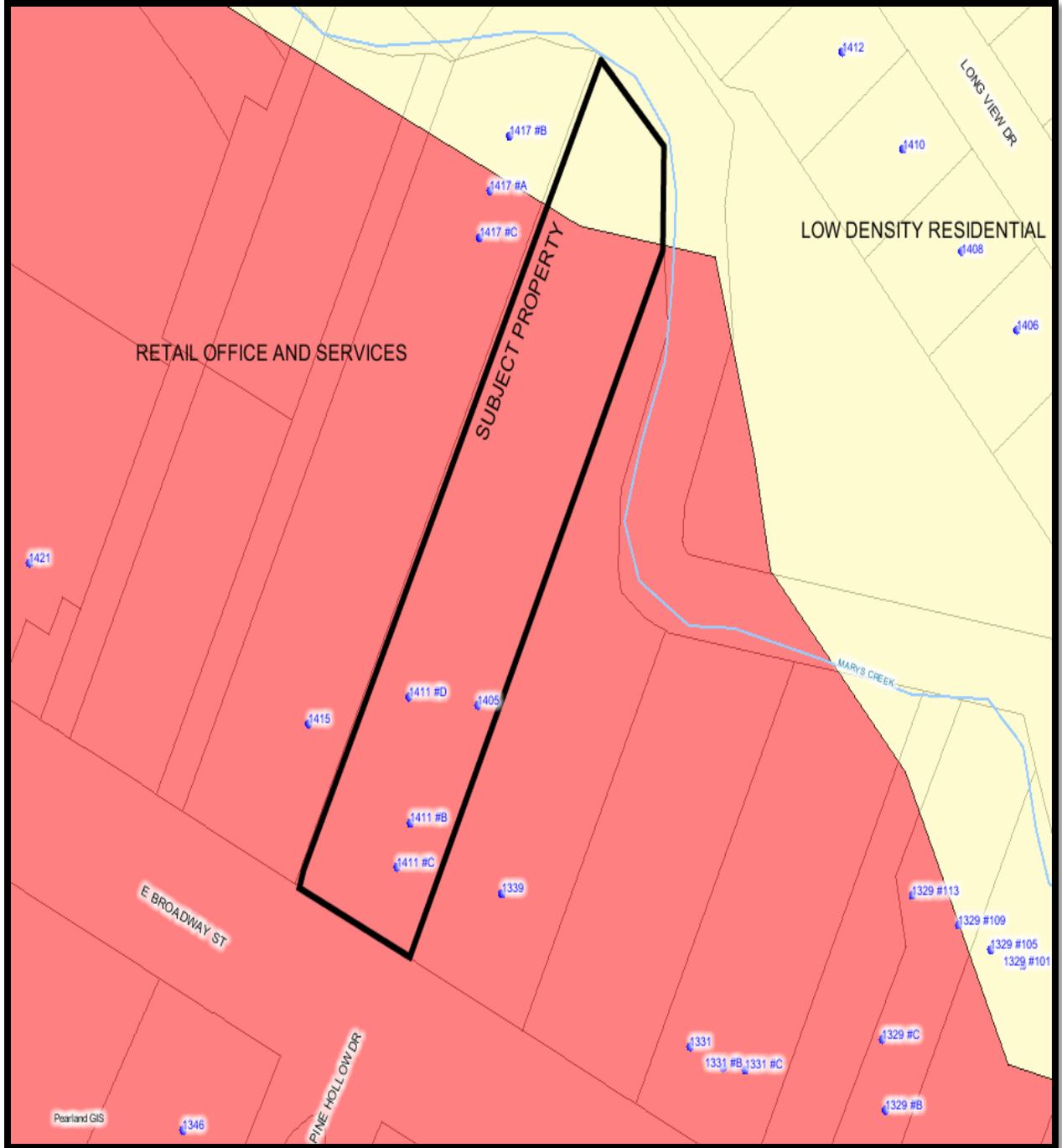
**CUP APPLICATION NO. 2010-01
1411 BROADWAY
PROPERTY OWNERS NOTIFICATION LIST**

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
	7373 E DOUBLETREE STE			
HOUSTON PINE HOLLOW ASSOC LTD	225	SCOTTSDALE	AZ	85258
	7373 E DOUBLETREE STE			
HOUSTON PINE HOLLOW ASSOC LTD	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

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



CUP APPLICATION Page 1 of 4 (Updated May 2008)
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: 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:

Table with 4 columns: 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

Exhibit B

Parcel Map from city website

City Parcel Map

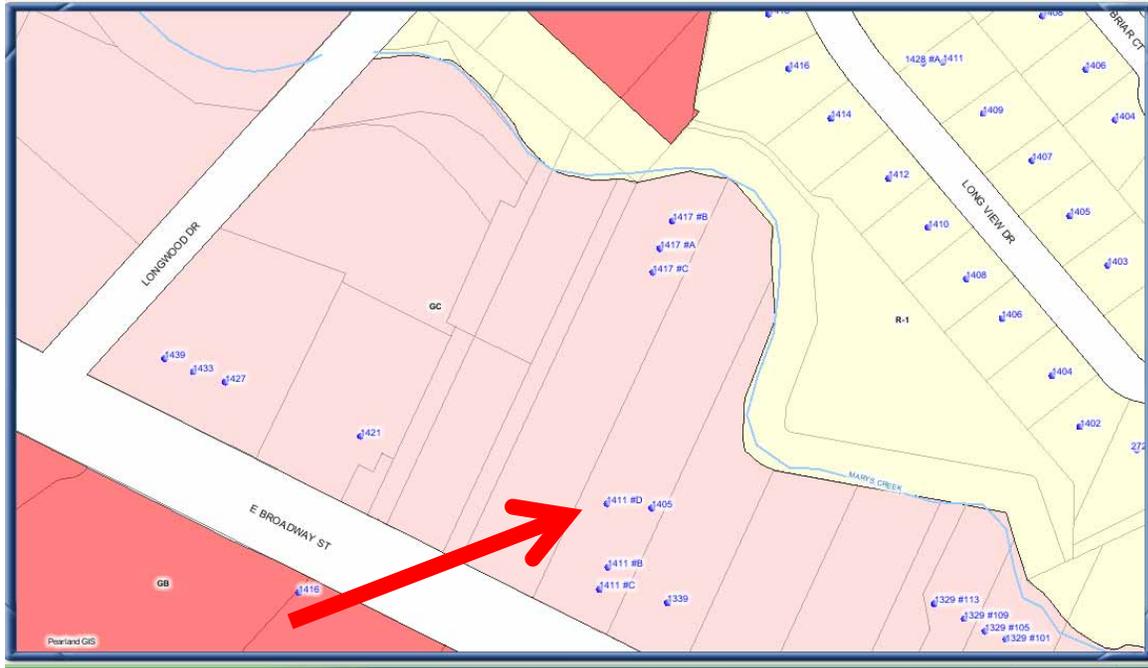


Exhibit C

Letter of Intent



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,

A handwritten signature in black ink that reads "Blake Griggs".

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

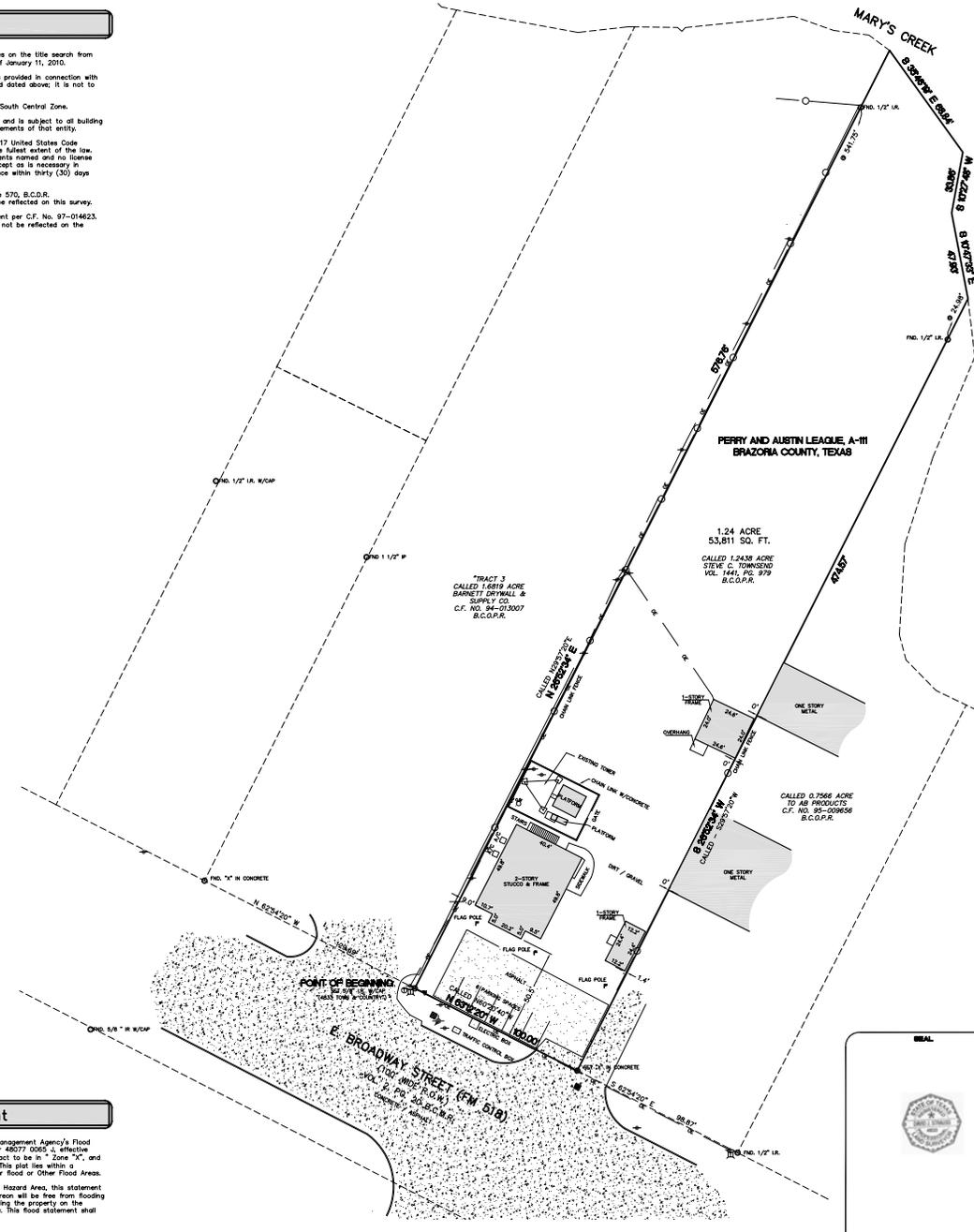
General Notes

- 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.
- The professional service reflected on this plot 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.
- Bearings based on Texas State Plane Coordinate System, South Central Zone.
- Property lies within the city limits of the City of Pearland and is subject to all building setbacks, plotting requirements and other development requirements of that entity.
- This original work is protected under copyright laws. Title 17 United States Code Sections 101 and 102. All visitors 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.
- 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 the survey.
- 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.

Flood Statement

Flood Statement: I have examined the Federal Emergency Management Agency's Flood Insurance Rate Map for Brazoria County, Texas, Map Number 48077 D005 J, effective date of September 22, 1999, and the map indicates this tract to be in "Zone X", and "Zone MZ", determined to be inside 100 year flood plain. This plot lies within a designated Special Flood Hazard Area, inundated by 100 year flood or Other Flood Areas.

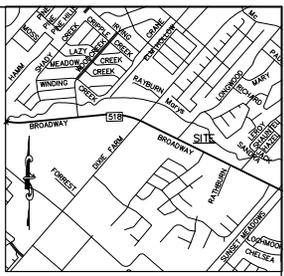
Warning: If this site is not within an identified Special Flood Hazard Area, this statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This determination has been made by locating the property on the referenced map and is not the result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



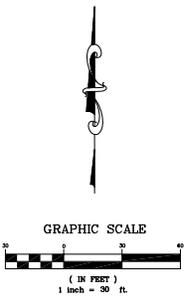
FINAL PLAT OF
BROADVIEW
SECT. 3
VOL. 12, P. 483
B.C.M.R.

LEGEND

- FENCES
- SHEDS
- CONCRETE
- WOOD
- BRICK
- ASPH.
- ELECTRIC
- WATER
- SEWER
- TELEPHONE
- PROPERTY MARKER
- UNDERGROUND CABLE
- PIPELINE MARKER
- PROPERTY MARKER
- UNDERGROUND CABLE



VICINITY MAP
N.T.S.



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

	SURVEYOR CERTIFICATION To: BC Architects and Geospatial Houston I certify that this survey was made on the ground, that this plot 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								
	<table border="1"> <tr> <td>OWNER CLEARWIRE HOUSTON</td> <td>FIELD BOOK 108</td> </tr> <tr> <td>PURCHASER STEVE C. TOWNSEND</td> <td>DATE 1/24/2010</td> </tr> <tr> <td>ACQUIRE 1411 BROADWAY PEARLAND, TEXAS 77561</td> <td>DATE 1/26/2010</td> </tr> <tr> <td></td> <td>SCALE 1"=30'</td> </tr> </table>		OWNER CLEARWIRE HOUSTON	FIELD BOOK 108	PURCHASER STEVE C. TOWNSEND	DATE 1/24/2010	ACQUIRE 1411 BROADWAY PEARLAND, TEXAS 77561	DATE 1/26/2010	
OWNER CLEARWIRE HOUSTON	FIELD BOOK 108								
PURCHASER STEVE C. TOWNSEND	DATE 1/24/2010								
ACQUIRE 1411 BROADWAY PEARLAND, TEXAS 77561	DATE 1/26/2010								
	SCALE 1"=30'								
<table border="1"> <tr><td>DATE</td><td>1/26/2010</td></tr> <tr><td>DATE</td><td>1/26/2010</td></tr> <tr><td>DATE</td><td>1/26/2010</td></tr> </table>		DATE	1/26/2010	DATE	1/26/2010	DATE	1/26/2010	TOWN & COUNTRY SURVEYORS, L.L.C. 25307 NORTH FREEWAY, SUITE 100 THE WOODLANDS, TX 77380 (281) 465-8730 FAX (281) 465-8731 SHEET 1 OF 1	
DATE	1/26/2010								
DATE	1/26/2010								
DATE	1/26/2010								
<table border="1"> <tr><td>TITLE</td><td>TEXAS ABSTRACT SERVICES</td></tr> <tr><td>DATE</td><td>1/26/2010</td></tr> <tr><td>SCALE</td><td>1"=30'</td></tr> <tr><td>REV. NO.</td><td>2010-001</td></tr> </table>		TITLE	TEXAS ABSTRACT SERVICES	DATE	1/26/2010	SCALE	1"=30'	REV. NO.	2010-001
TITLE	TEXAS ABSTRACT SERVICES								
DATE	1/26/2010								
SCALE	1"=30'								
REV. NO.	2010-001								

Exhibit E

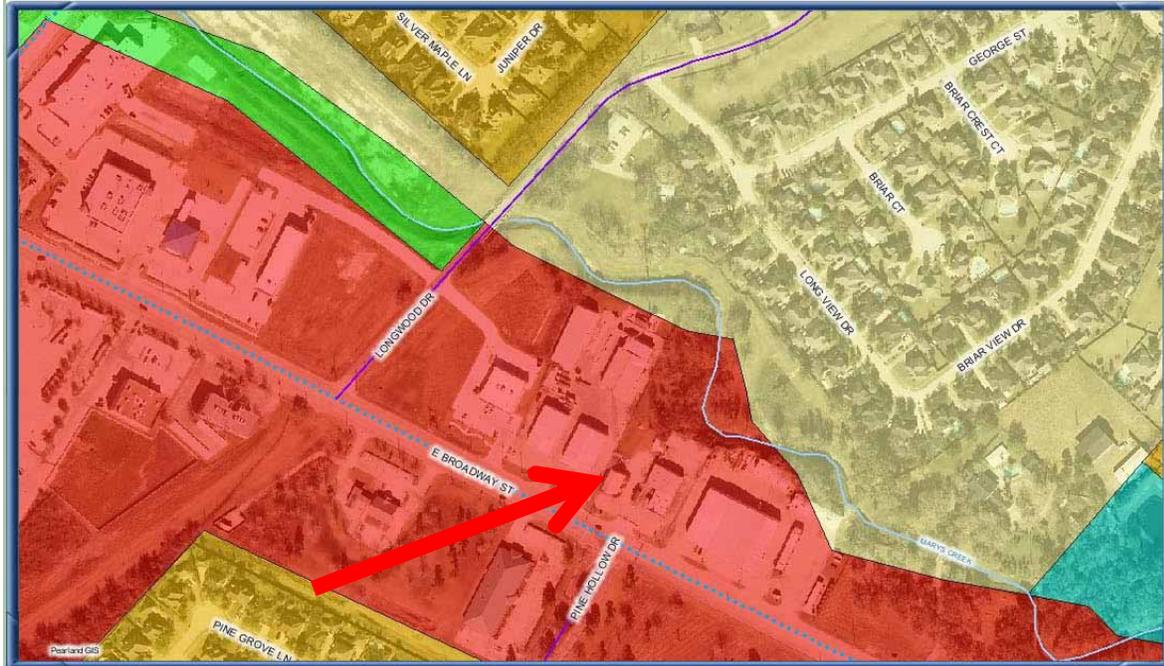
Acknowledgement of Posting

To be submitted upon actual posting

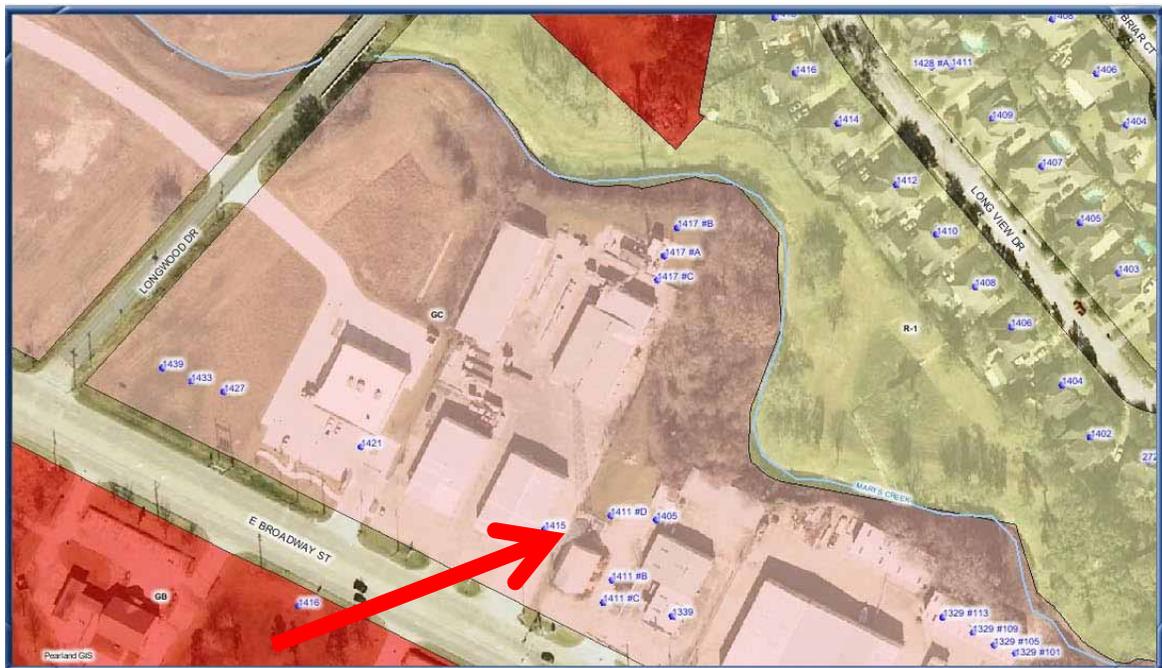
Supplemental A

Maps

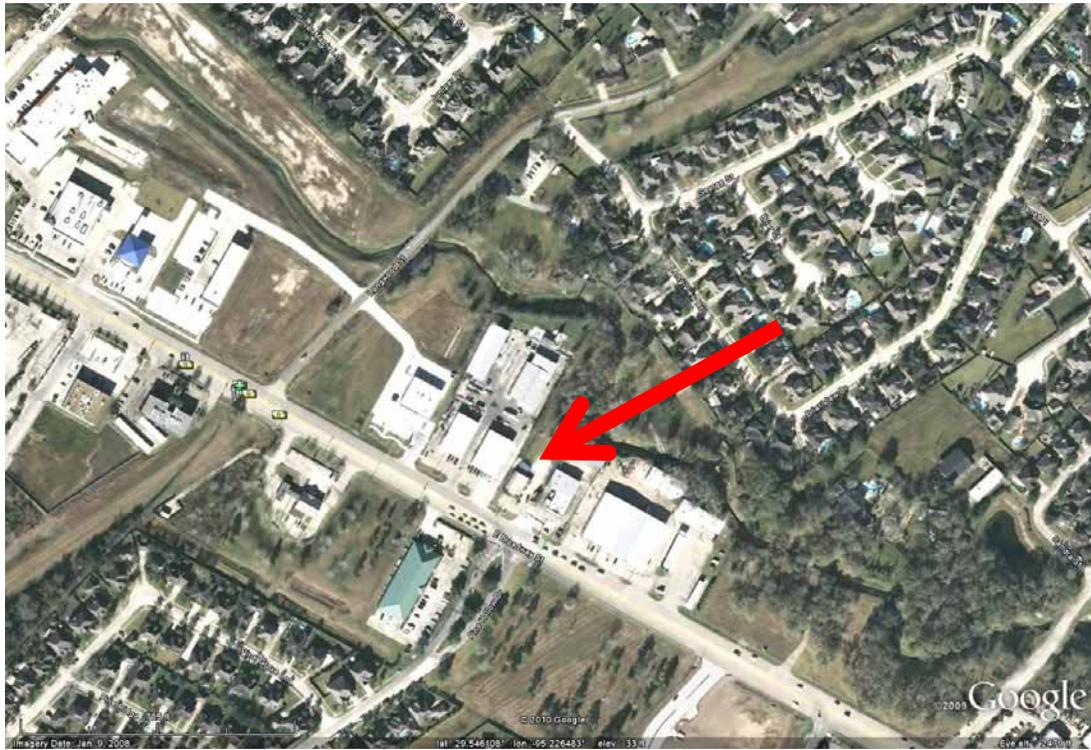
Land Use with Aerial



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 Mapsco:
PEARLAND, TX 77581
 Neighborhood: COMM ACCTS Map ID:
 Neighborhood CD: COMM

Owner

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

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
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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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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 Mapsco:
 TX
 Neighborhood: Map ID:
 Neighborhood CD:

Owner

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



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	1/2"	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



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 its 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 to the contrary, we consider that all structures were constructed in accordance with the drawings and specifications and are in an uncorroded 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 as 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 disclaims 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



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)

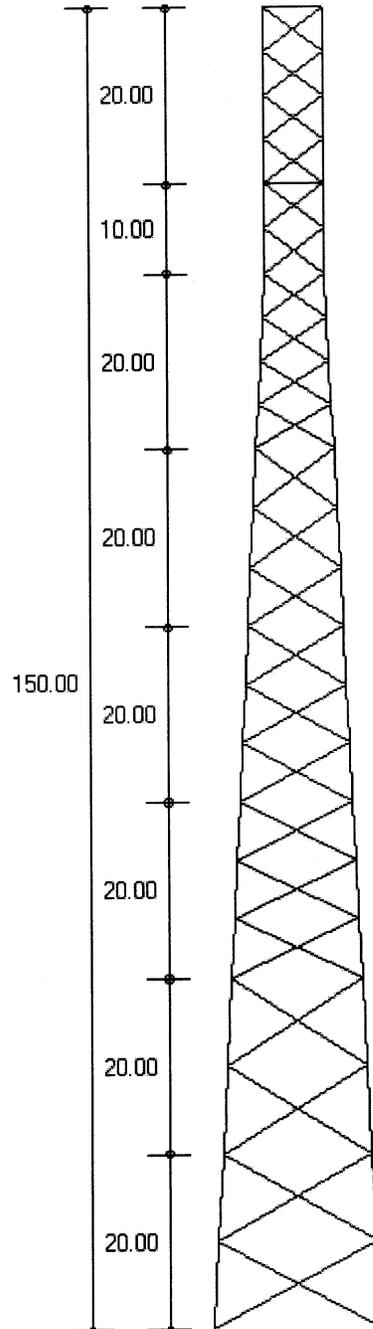
Date and Time: 6/23/2009 3:43:03 PM

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

Supplement E Lease Agreement

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

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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 or 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 hold 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

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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 devices, 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

OPERATOR:
CLEAR WIRELESS, LLC

By: [Signature]
Its: President
Date: 5-12-09

By: [Signature]
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



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 Shin, 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



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:

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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.

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.

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

APPLICANT/CARRIER INFORMATION

Carrier Name: Clearwire Carrier Site Name: GTP TX-5434 Carrier Site Number: TX-HOU0284 Carrier Legal Entity Name, Clear Wireless LLC, a Nevada State of registration: Limited Liability Company Type of entity (LP, LLC, Corp) LLC d/b/a/ (If applicable) Notice Address for Lease: 4400 Carillon Pt., Kirkland, WA 98003 With copies to: Carrier Invoice Address: 4400 Carillon Pt., Kirkland, WA 98003 Carrier Invoice Contact - Nancy Sears, Real Estate Name, Title, Phone No. (425) 216-4630	Contact Name: Juli Davis Contact Number: (281) 580-4100 Contact Fax: (281) 580-4108 Contact Address: 13131 Champion Drive, Suite 208 Houston, Texas 77069 Contact E-mail: juli.davis@powderriverdev.com Additional E-mail: Other: Carrier NOC#
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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)				
Weight (per antenna)				
Antenna Dimensions				
Quantity of Coax Cables PER ANTENNA	0	0	0	1
Diameter of Coax Cables PER ANTENNA	0	0	0	1/2"
Orientation/Azimuth (degrees from true north)				
Mechanical Tilt (degrees)				
# Of Channels				
Antenna Mount Mounting Height (feet AGL)	147'	147'	147'	
Antenna Mounting Type	T-Frame <input type="checkbox"/> Sector <input type="checkbox"/> Platform <input type="checkbox"/> Low Profile <input type="checkbox"/> Other: Pipe Mount <input checked="" type="checkbox"/>			
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: <input type="checkbox"/> Diesel <input type="checkbox"/> Propane <input type="checkbox"/> Natural Gas
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
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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 <input type="checkbox"/> Sector <input type="checkbox"/> Platform <input type="checkbox"/> Low Profile <input type="checkbox"/> Other: Pipe Mount <input checked="" type="checkbox"/>			
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:
- Minimum Lot Size* – Twenty-two thousand and five hundred (22,500) square feet in area.
 - Minimum Lot Width* - One hundred and fifty feet (150’).
 - 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:
- Minimum Front Yard* - Twenty-five feet (25’)
 - Minimum Side Yard*
 - Ten feet (10’), except as provided below.
 - Twenty-five feet (25’) if side yard abuts a residential zoning district or a public right-of-way.
 - 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 Article 2, 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 COMMERCIALY 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

12 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 - (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:

	<u>Zoning</u>	<u>Land Use</u>
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.

ADDITIONAL 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:

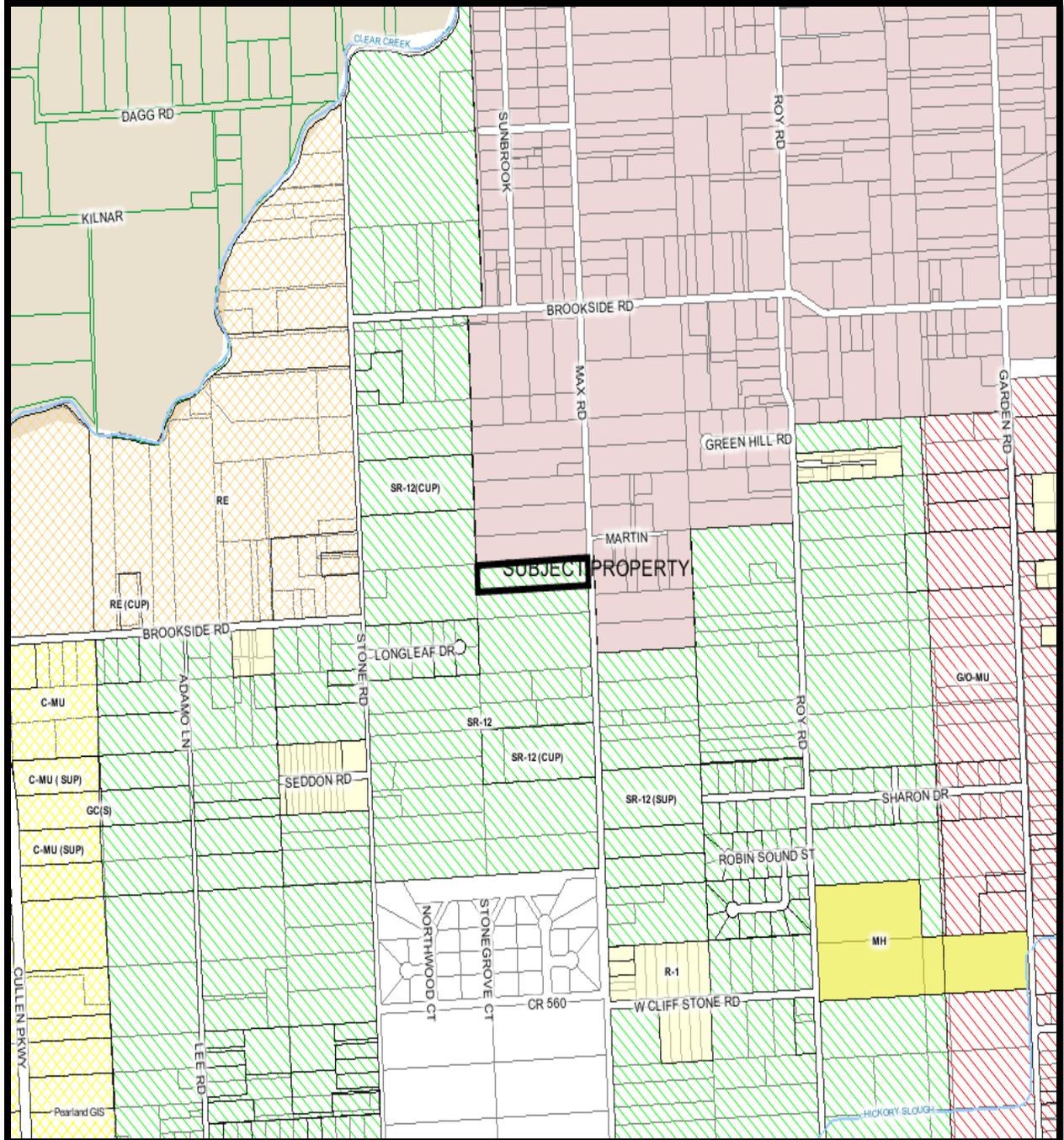
1. The access road to the approximate 3,000 square foot tower area needs to be paved according to the engineering design criteria manual with at least 1 hard surfaced parking space.

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.

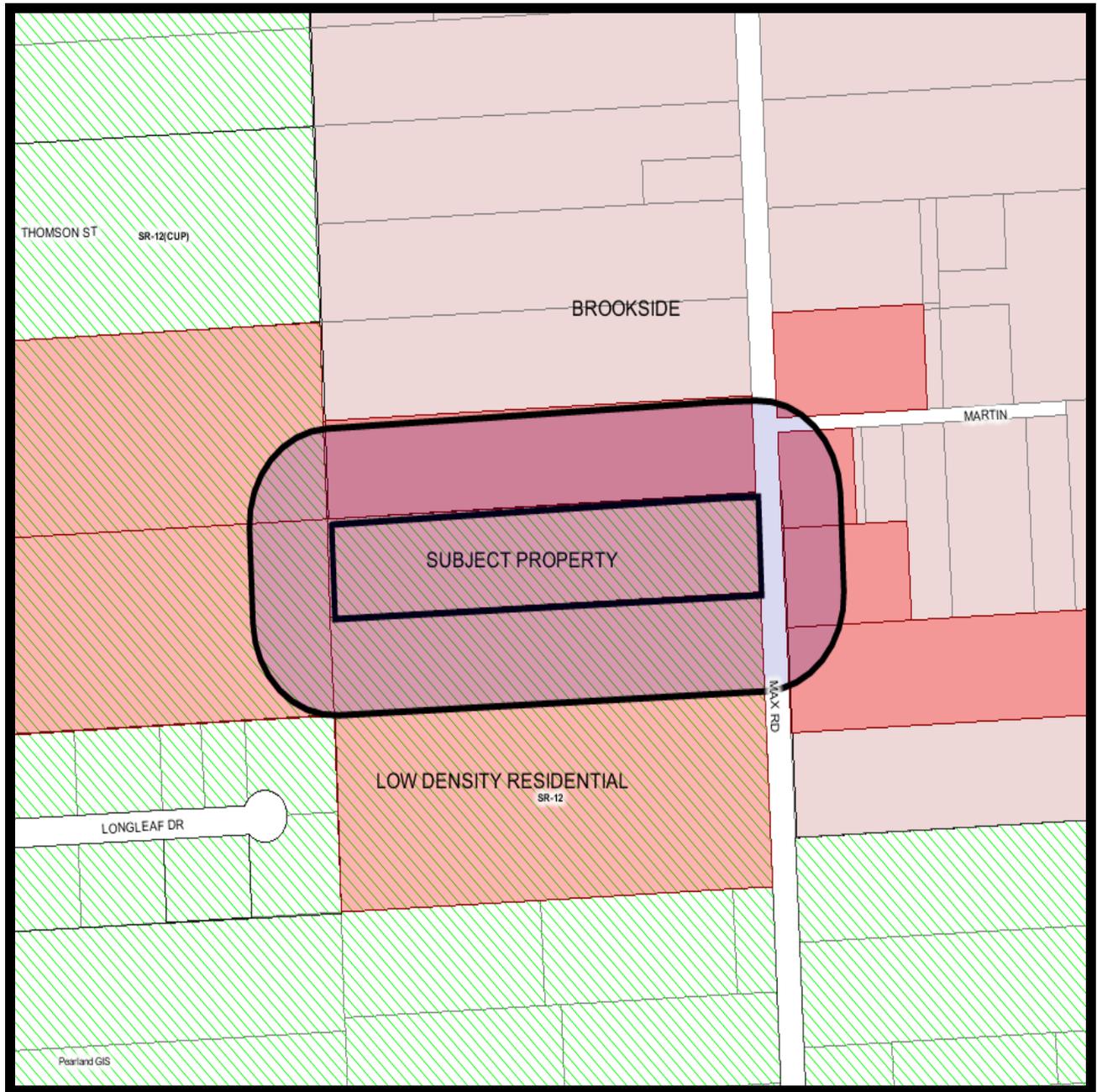
SUPPORTING DOCUMENTS:

- 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

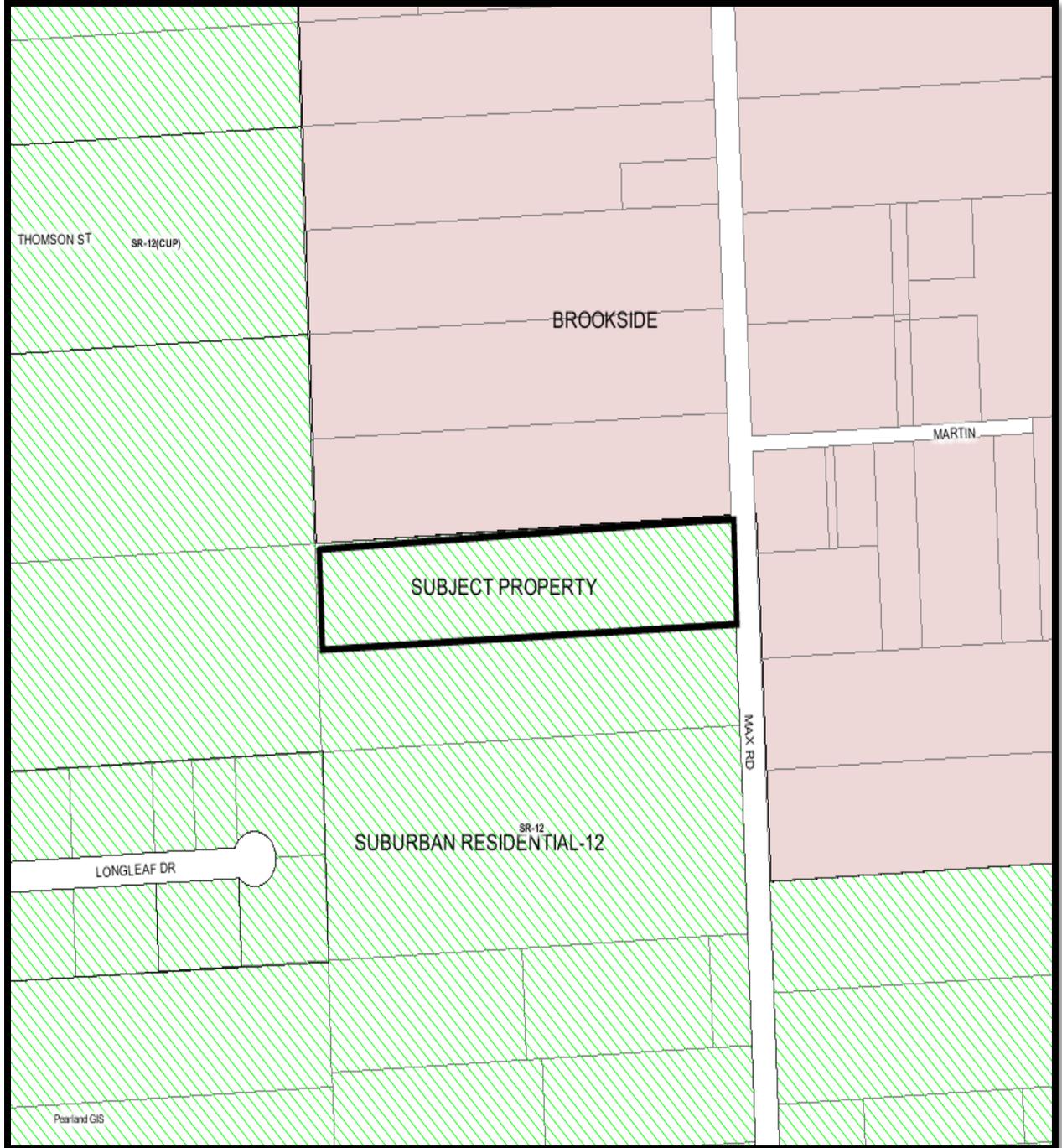


ABUTTER MAP
CONDITIONAL USE PERMIT 2010-03
13232 MAX RD, PEARLAND, TEXAS

↑
NORTH

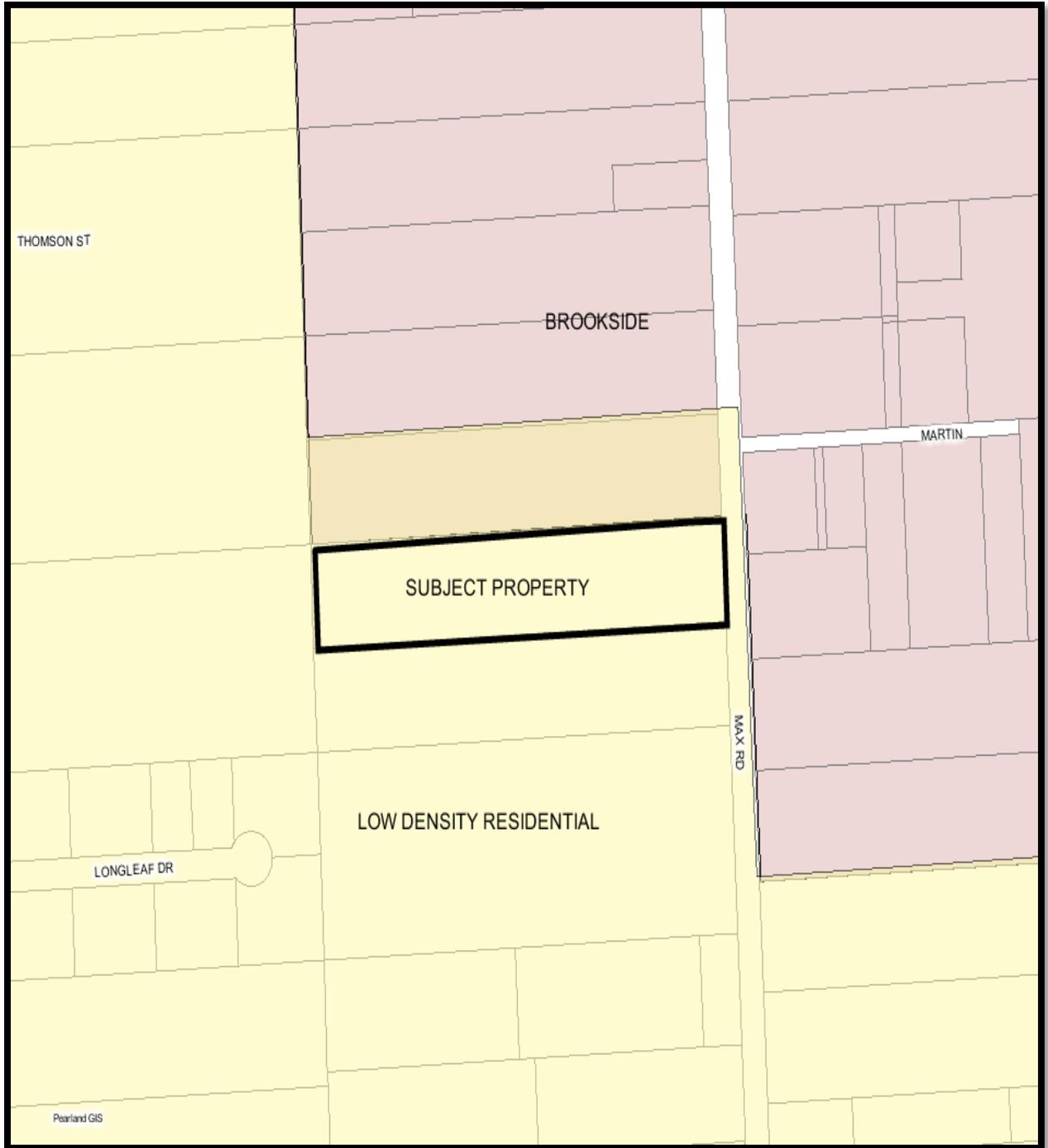
**CUP APPLICATION NO. 2010-03
13232 MAX RD
PROPERTY OWNERS NOTIFICATION LIST**

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





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)

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:

APPLICANT INFORMATION:

NAME Coler, Thomas C

NAME Clear Wireless, LLC

ADDRESS 13232 Max Road CR 108

ADDRESS 3300 Carillion Point

CITY Pearland STATE TX ZIP 77581

CITY Kirkland STATE WA ZIP 98033

PHONE(_____) _____

PHONE(281) 580-4100

FAX(_____) _____

FAX(281) 580-4108

E-MAIL ADDRESS _____

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 SUBDIVISION
 H.T. & B.R.R. CO. SURVEY, ASBTRACT
 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;

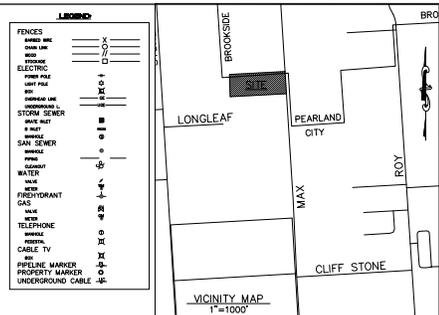
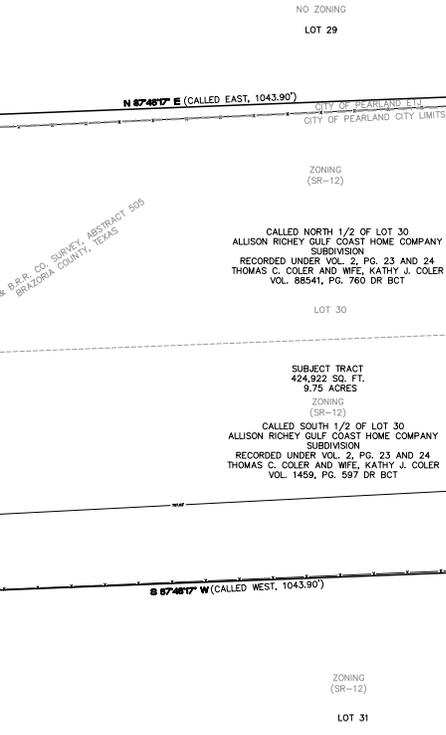
THENCE, North 02°38'55" West (called North), 407.52 feet (called 409.00 feet) along the east line of said Lot 5, and the west line of said Lot 30 to a 1-inch iron pipe for the southwest corner of Lot 29 of said Allison Richey Gulf Coast Home Company Subdivision, the southeast corner of Lot 4 of said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



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.B.R. CO. SURVEY, ABSTRACT 505
 BRAZORIA COUNTY, TEXAS

Being a 9.75 acre (424,922 square feet) parcel situated in the H.T. & B.B.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 8854, 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 in the west right-of-way line of Max Road (60' 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 4 of said Allison Richey Gulf Coast Home Company Subdivision, the southeast corner of said Lot 5, of said Allison Richey Gulf Coast Home Company Subdivision, the northwest corner of said Lot 5, 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 northeast corner of said Lot 30 and the herein described parcel;

THENCE, North 87°48'17" East (called East), 1041.45 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 "853 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°37'14" 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.

Legal Description

BOUNDARY SURVEY
 ALL OF LOT 30
 ALLISON 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

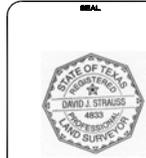
Flood Statement

General Notes

I have examined the Federal Emergency Management Agency's Flood Hazard Map for Brazoria County, Texas, Map Number 480392030, effective September 22, 1999, and the map indicates this tract to be in "Zone X", which is outside 100 year flood plain. No portion of this plot lies within a 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 implies that the property and/or the structures thereon will be free from flooding damage. This determination has been made by scoring the property on the flood map and is not the result of an elevation survey. This flood statement shall not constitute liability on the part of the surveyor.

- The surveyor has not abstracted the site. This survey relies on the title search from Texas Abstract Services, Control No. 16362, January 13, 2010.
- The professional service reflected on this plot 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.
- Bearings based on State Plane Coordinates, Zone Texas South Central Zone.
- 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.
- 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.
- Twenty foot wide road easement together with drainage easement set out in Warranty Deed dated October 12, 1992, recorded in Volume 119, Page 61 Deed Records. (AS SHOWN ON SURVEY)
- 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)



SURVEYOR CERTIFICATION
 To Power River-ClearView Houston:
 I certify that this survey was made on the ground, that this plot 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
 P.L.S. 4833
 Date: January 15, 2010

OWNER	THOMAS C. COLER AND WIFE, KATHY J. COLER
PURCHASER	
ADDRESS	13232 MAX ROAD PEARLAND, TX 77681
FIELD BOOK	JVM
FIELD WORK	LF
DATE	01-15-10
DRAWING	SR
DATE	01-15-10
CHECKED	RS
DATE	01-15-10
TITLE CO.	
SCALE	1"=80'
SCALE	1"=80'
REV. MAP	N/A
JOB NO.	201-201



TOWN & COUNTRY SURVEYORS, LLC
 25307 NORTH FREEWAY, SUITE 100
 THE WOODLANDS, TX 77380
 (281)485-8730
 FAX (281)485-8791
SHEET 1 OF 1

Exhibit B

Parcel Map from city website

City Parcel Map

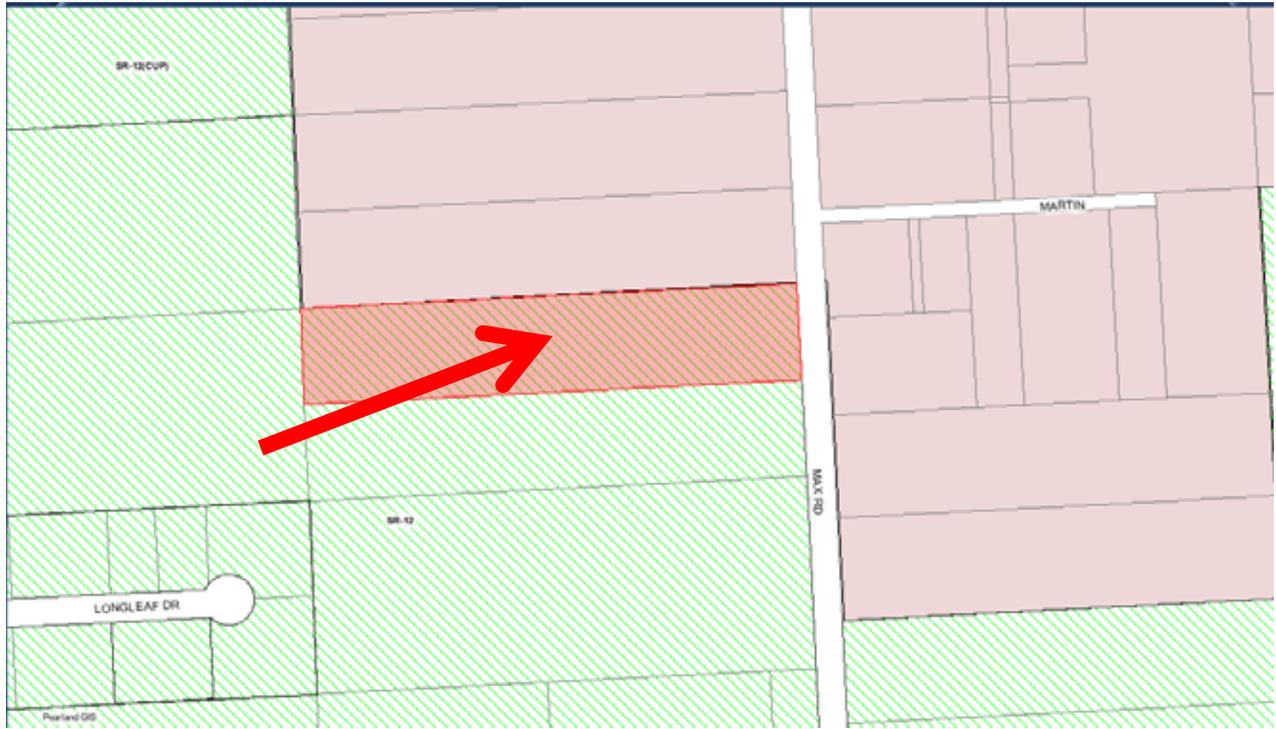


Exhibit C

Letter of Intent



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,

A handwritten signature in black ink that reads "Blake Griggs".

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

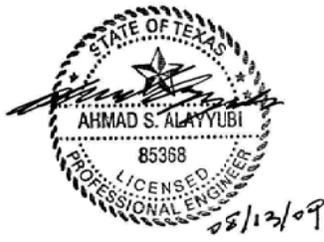
Site Plan

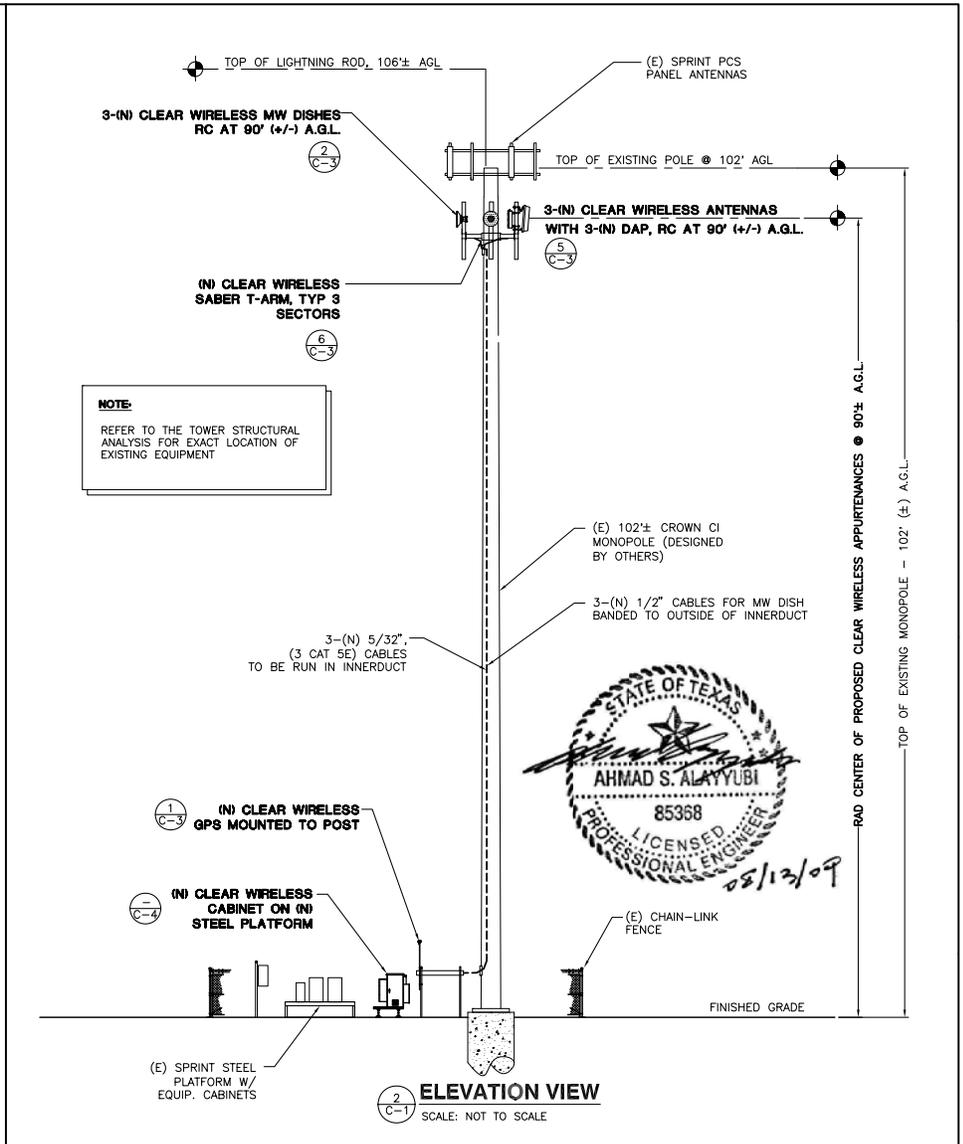
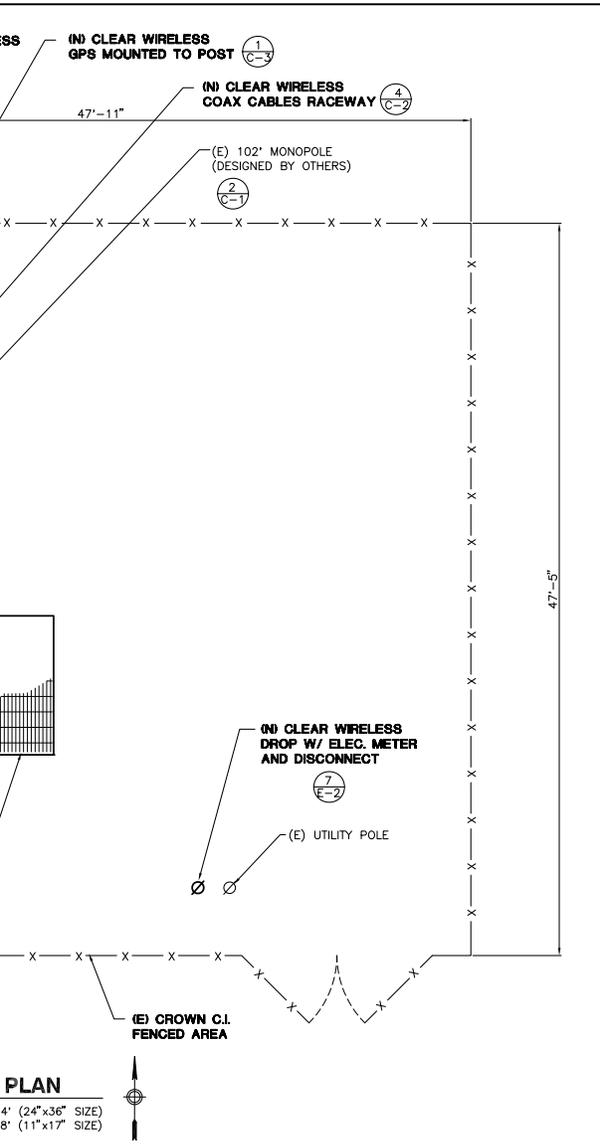
Full set of Construction Drawings to be submitted for Building Permit

Clear Wireless, LLC

Clear Wireless Site Name: Crown 877326 Coler

Clear Wireless Site #: TX-HOU0227-A Crown Cl Site ID: 877326

REV	VICINITY MAP	PROJECT INFORMATION																					
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;"></td> <td style="width:10%; text-align:center;">REV</td> <td></td> </tr> <tr> <td></td> <td style="text-align:center;">0</td> <td></td> </tr> <tr> <td>ANTENNA CONFIGURATION</td> <td style="text-align:center;">0</td> <td></td> </tr> <tr> <td>EQUIPMENT ELEVATION</td> <td style="text-align:center;">0</td> <td></td> </tr> <tr> <td>PLAN & DETAILS</td> <td style="text-align:center;">0</td> <td></td> </tr> <tr> <td>LOAD SCHEDULE</td> <td style="text-align:center;">0</td> <td></td> </tr> <tr> <td>SPECIFICATIONS</td> <td style="text-align:center;">0</td> <td></td> </tr> </table>		REV			0		ANTENNA CONFIGURATION	0		EQUIPMENT ELEVATION	0		PLAN & DETAILS	0		LOAD SCHEDULE	0		SPECIFICATIONS	0			<p>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: CROWN CASTLE ADDRESS:</p> <p>CONTACT: CHRISTI KING (713) 570-3122</p> <p>APPLICANT: CLEAR WIRELESS, LLC 4400 CARILLION POINT KIRKLAND, WA 98033</p> <p>LOCAL OFFICE: CLEAR WIRELESS, LLC 1027 PRUITT RD. THE WOODLANDS, TX 77380</p> <p>CONTACT: DOMINIQUE LAAN (504) 733-0899</p> <div style="text-align: right;">  </div>
	REV																						
	0																						
ANTENNA CONFIGURATION	0																						
EQUIPMENT ELEVATION	0																						
PLAN & DETAILS	0																						
LOAD SCHEDULE	0																						
SPECIFICATIONS	0																						
APPLICABLE CODES		SITE QUALIFICATION PARTICIPANTS																					
<p>CONSTRUCTION WORKS AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST ADOPTED EDITION OF THE:</p> <p>NATIONAL BUILDING CODE (IBC) 2003 AND INTERNATIONAL ELECTRICAL CODE</p> <p>INTERNATIONAL SAFETY AND HEALTH STANDARDS</p> <p>INTERNATIONAL MECHANICAL CODE</p> <p>NEW SERVICES & GROUNDING TRENCHES, "WARNING" TAPE AT 12" BELOW</p> <p>STOP "CALL BEFORE YOU DIG" 1-800-245-4545 TEXAS ONE CALL UTILITY SYSTEM</p>																							
DRIVING DIRECTIONS:																							
<p>FROM CLEAR WIRELESS, LLC OFFICE IN PRUITT RD., THE WOODLANDS, TX 77380</p> <p>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 DRIVE PAST INTERSECTION OF W. BROADWAY 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 MOBILE HOME ON LEFT</p>																							
A.D.A. COMPLIANCE																							
<p>FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION</p>																							
<p>THIS FACILITY SHALL MEET OR EXCEED ALL FAA AND FCC REGULATORY REQUIREMENT</p>																							
<p>NEW TOWER, LLC IRON MOUNTAIN, MI</p>																							
<p>TITLE SHEET</p>																							
<p>DRAWING NUMBER</p>																							
<p>TX-HOU0227-A-T1</p>																							
<p>SCALE: AS SHOWN</p>																							
<p>DESIGNED BY: OTHERS</p>																							
<p>DRAWN BY: EC</p>																							
<p>NO. DATE REVISIONS</p>																							
<p>0 08/13/09 CONSTRUCTION EC VD HM</p>																							
<p>A 07/22/09 CONSTRUCTION REVIEW EC VD HM</p>																							
<p>BY CHK APP'D</p>																							
<p>REV</p>																							
<p>0</p>																							



ess, llc
 POINT 98033
POWDER RIVER
 Development Services, LLC
 13131 Champions Dr., Ste # 208
 Houston, TX 77068
 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 CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND NOTIFICATION FOR THE WORK.

CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND NOTIFICATION FOR THE WORK.

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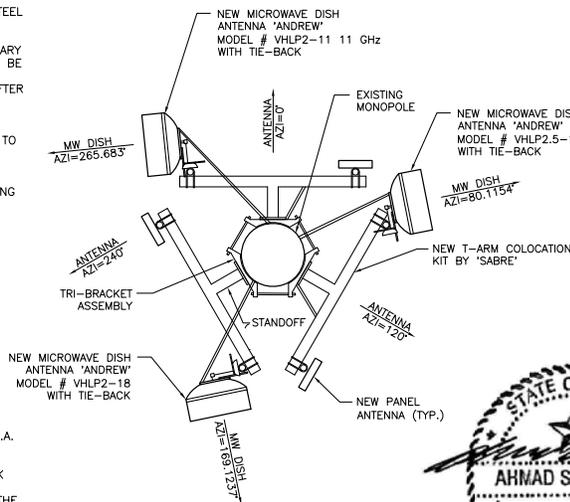
CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND NOTIFICATION FOR THE WORK.

CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND NOTIFICATION FOR THE WORK.

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 ANTENNA INFORMATION
N.T.S.



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

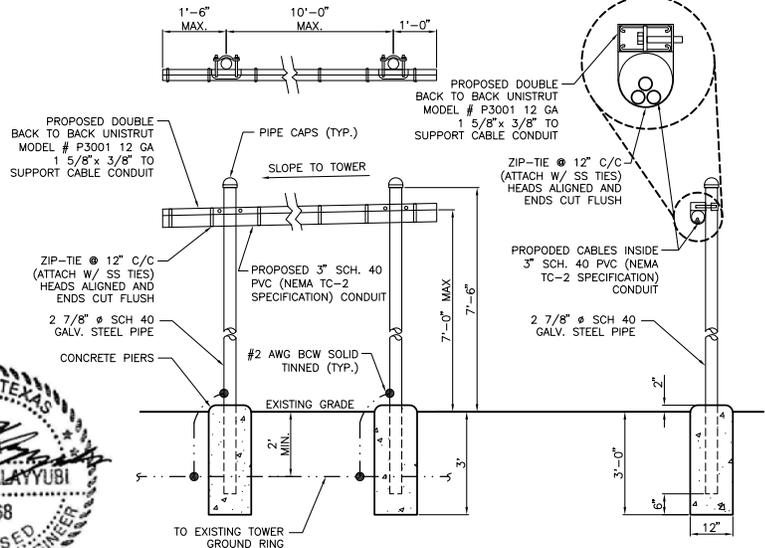
3 ANTENNA CONFIGURATION
N.T.S.

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".

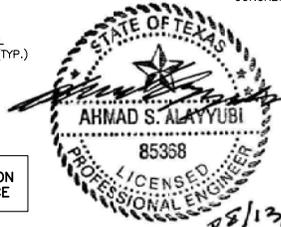
NOTES:

- 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".
- ETHERNET CABLES SHALL BE ATTACHED TO THE TOWER WAVEGUIDE LADDER USING UV-RESISTANT BLACK CABLE TIES WITH MINIMUM 40 LBS. BREAKING STRENGTH.
- 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 COAX CABLE COLOR CODING
N.T.S.



4 COAX CABLE RACEWAY DETAILS
N.T.S.



Powder River Development Services, LLC
 13131 Champions Dr., Ste # 208
 Houston, TX 77068
 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

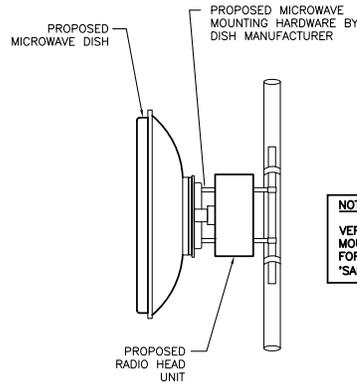
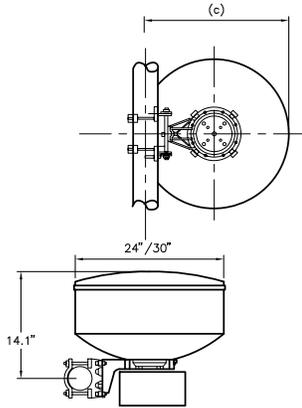
NEW TOWER, LLC
 IRON MOUNTAIN, MI

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.

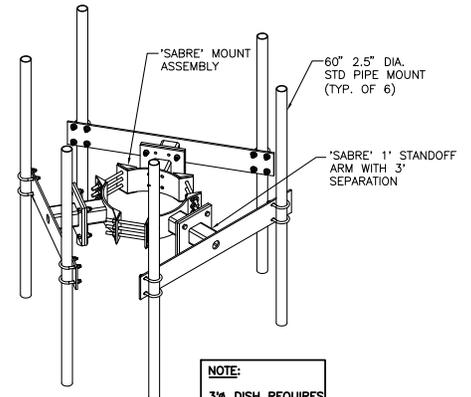
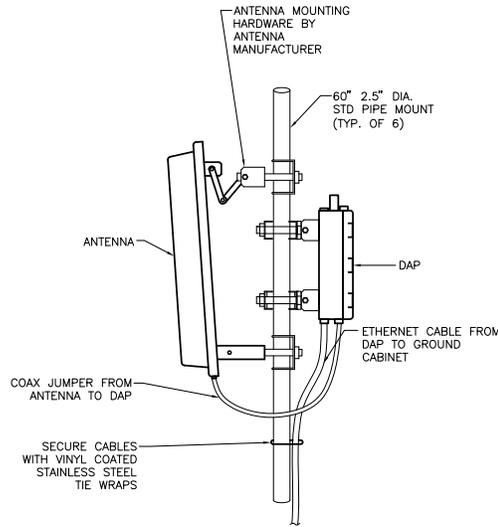
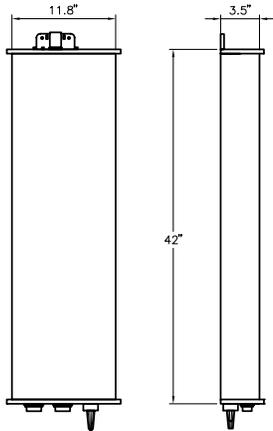


NOTE:
VERIFY EXACT TYPE OF MOUNT ASSEMBLY REQUIRED. FOR INSTALLATION REFER TO 'SABRE' DWGS. 2262/2264



2 MICROWAVE SPECIFICATION
N.T.S.

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



NOTE:
3" DISH REQUIRES 3" PIPE

4 ANTENNA SPECIFICATION
N.T.S.

5 ANTENNA MOUNTING DETAILS
N.T.S.

6 STANDOFF MOUNT ASSEMBLY
N.T.S.

ess, llc POINT 98033 POWDER RIVER Development Services, LLC 13131 Champions Dr., Ste # 208 Houston, TX 77068 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	EC VD HM EC VD HM BY CHK APP'D	NEW TOWER, LLC IRON MOUNTAIN, MI ANTENNA DETAILS
		SCALE: AS SHOWN DESIGNED BY: OTHERS DRAWN BY: EC	DRAWING NUMBER TX-HOU0227-A- C3	REV 0

Exhibit F

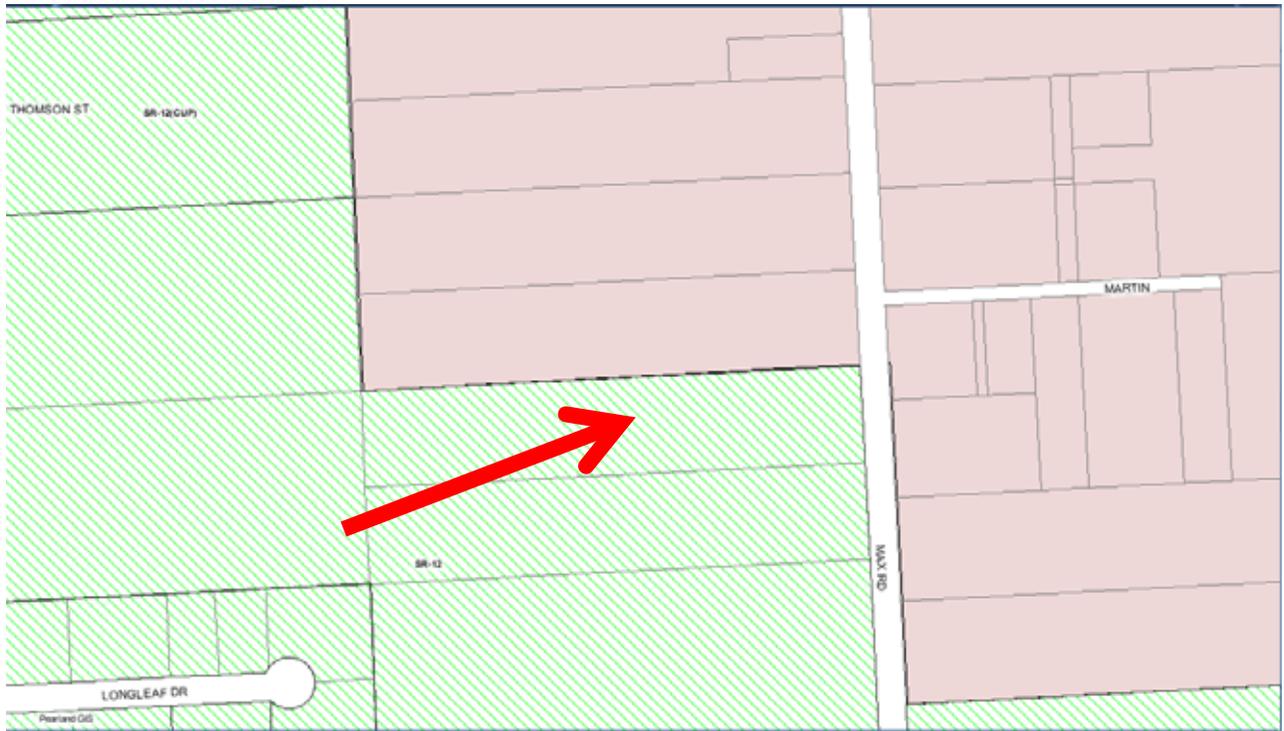
Acknowledgement of Posting

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



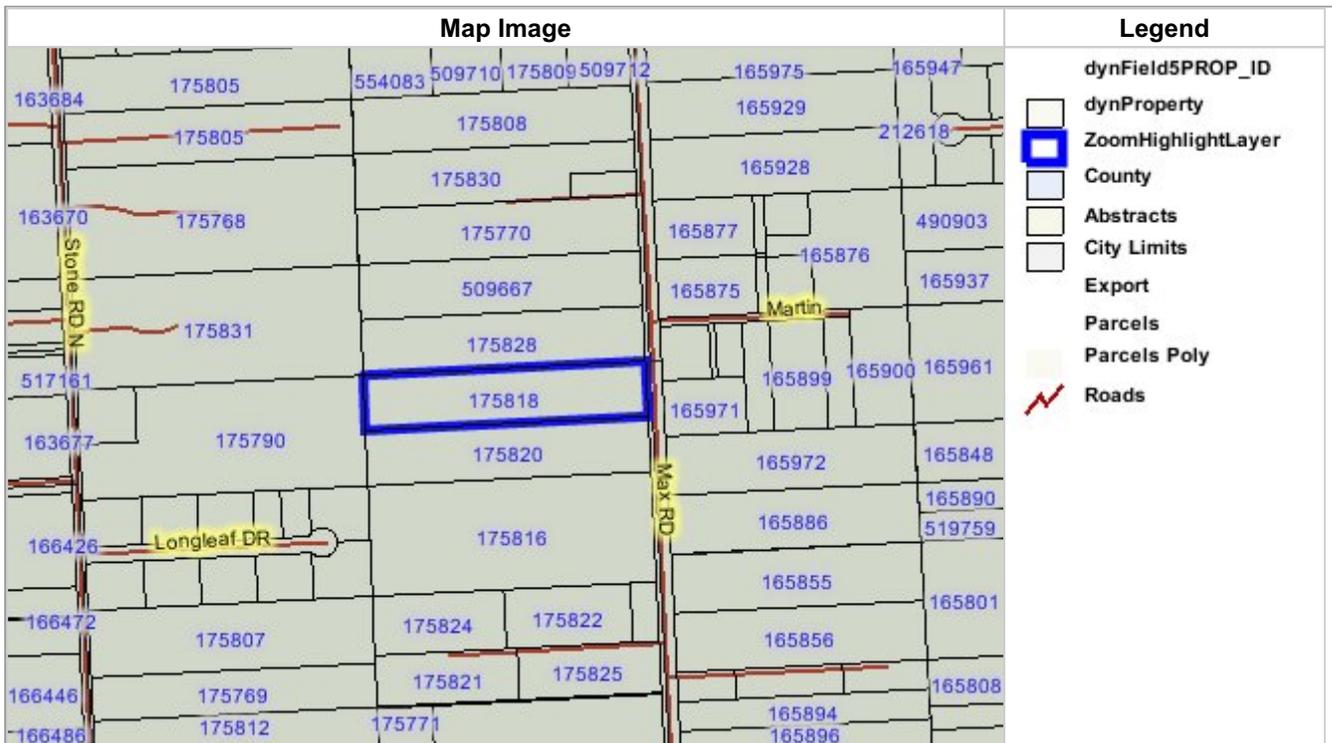
Existing equipment compound

Supplement C

Property Records

Brazoria CAD

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



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

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 Mapsco:
 PEARLAND, TX 77581
 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 % Ownership: 100.0000000000%
 PEARLAND, TX 77581-7914

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
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Questions Please Call (979) 849-7792

Website version: 1.2.2.2

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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

Darrin Kotecki, P.E.
Texas #: 96025



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Crown Castle USA, Inc.
 102 Ft Monopole Tower Structural Analysis
 Project Number 2009180.05, Application 76095, Revision 3

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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

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 102 Ft Monopole Tower Structural Analysis
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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.

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 102 Ft Monopole Tower Structural Analysis
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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

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Project Number 2009180.05, Application 76095, Revision 3*

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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.

*Crown Castle USA, Inc.
102 Ft Monopole Tower Structural Analysis
Project Number 2009180.05, Application 76095, Revision 3*

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APPENDIX A
RISA TOWER OUTPUT

RISATower GPD Associates 520 South Main St. Suite 2531 Akron, OH 44311 Phone: (614) 210-0751 FAX: (614) 210-0752	Job	COLER BU #: 877326	Page	1 of 3
	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		$C_A A_A$ ft^2/ft	Weight plf
					Number			
LDF7-50A(1-5/8")	C	No	Inside Pole	98.00 - 8.00	9	No Ice 1/2" Ice	0.00 0.00	0.82 0.82
LDF4P-50A(1/2")	B	No	Inside Pole	87.00 - 8.00	3	No Ice 1/2" Ice	0.00 0.00	0.15 0.15
9207(5/16")	B	No	Inside Pole	87.00 - 8.00	6	No Ice 1/2" Ice	0.00 0.00	0.60 0.60

Discrete Tower Loads

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

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

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

Dishes

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

RISATower GPD Associates 520 South Main St. Suite 2531 Akron, OH 44311 Phone: (614) 210-0751 FAX: (614) 210-0752	Job	COLER BU #: 877326	Page	3 of 3
	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

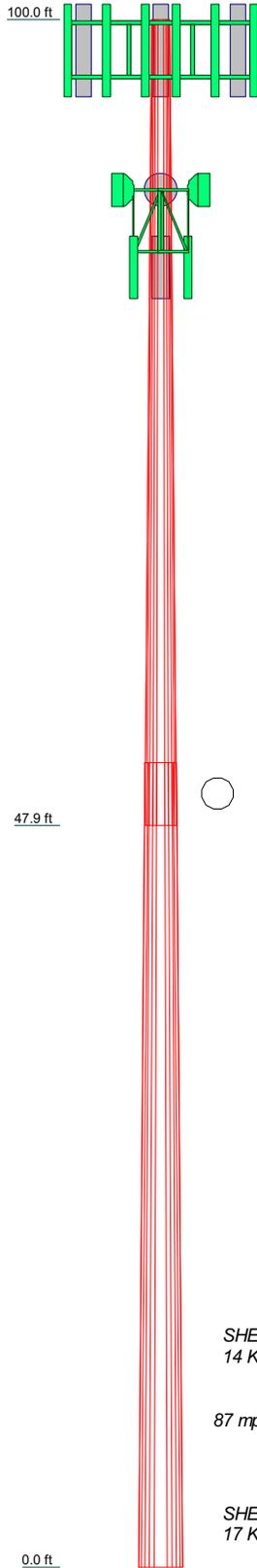
Critical Deflections and Radius of Curvature - Design Wind

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

Section	1	2
Length (ft)	52.08	52.00
Number of Sides	12	12
Thickness (in)	0.2188	0.3125
Lap Splice (ft)		4.08
Top Dia (in)	14.2400	23.4056
Bot Dia (in)	24.8600	33.8000
Grade	A572-65	A572-65
Weight (K)	2.4	5.0



DESIGNED APPURTENANCE LOADING

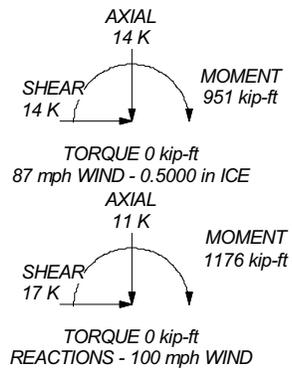
TYPE	ELEVATION	TYPE	ELEVATION
Valmont 13' Platform w/o rails (GPD)	98	Type IV BTS DAP	87
(3) FV65-14-00NA2	98	Type IV BTS DAP	87
(3) FV65-14-00NA2	98	Type IV BTS DAP	87
(3) FV65-14-00NA2	98	Horizon Compact	87
Valmont Dual Standoff Mount	87	Horizon Compact	87
Valmont Dual Standoff Mount	87	Horizon Compact	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%

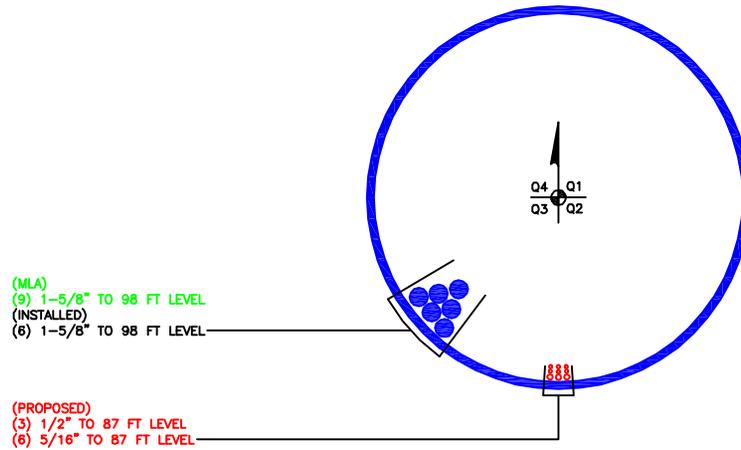


 <p>GPD Associates 520 South Main St. Suite 2531 Akron, OH 44311 Phone: (614) 210-0751 FAX: (614) 210-0752</p>	Job: COLER BU #: 877326
	Project: GPD #: 2009180.05
	Client: Crown Castle
	Code: TIA/EIA-222-F
	Path: N:\2009\2009180\05\RISA\877326.eri
Drawn by: wweisenberger	App'd:
Date: 03/19/09	Scale: NTS
	Dwg No. E-1

*Crown Castle USA, Inc.
102 Ft Monopole Tower Structural Analysis
Project Number 2009180.05, Application 76095, Revision 3*

*March 19, 2009
CCU BU No 877326
Page 8*

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

*Crown Castle USA, Inc.
102 Ft Monopole Tower Structural Analysis
Project Number 2009180.05, Application 76095, Revision 3*

*March 19, 2009
CCU BU No 877326
Page 9*

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

Anchor Rod Results

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

Plate Data

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

Base Plate Results

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

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

n/a

Stiffener Results

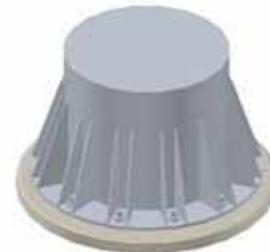
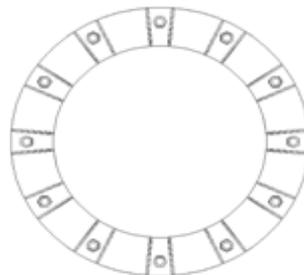
Horizontal Weld : n/a
 Vertical Weld: n/a
 Plate Flex+Shear, $f_b/F_b + (f_v/F_v)^2$: n/a
 Plate Tension+Shear, $f_t/F_t + (f_v/F_v)^2$: n/a
 Plate Comp. (AISC Bracket): n/a

Pole Results

Pole Punching Shear Check: n/a

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	
-------	-------	--

* 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

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

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

Crown Site Name: Coler
JDE Business Unit Number: 877326

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."

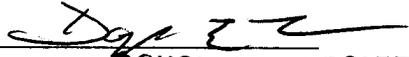
[Remainder of page intentionally left blank.]

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



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

Crown Site Name: Coler
JDE Business Unit Number: 877326

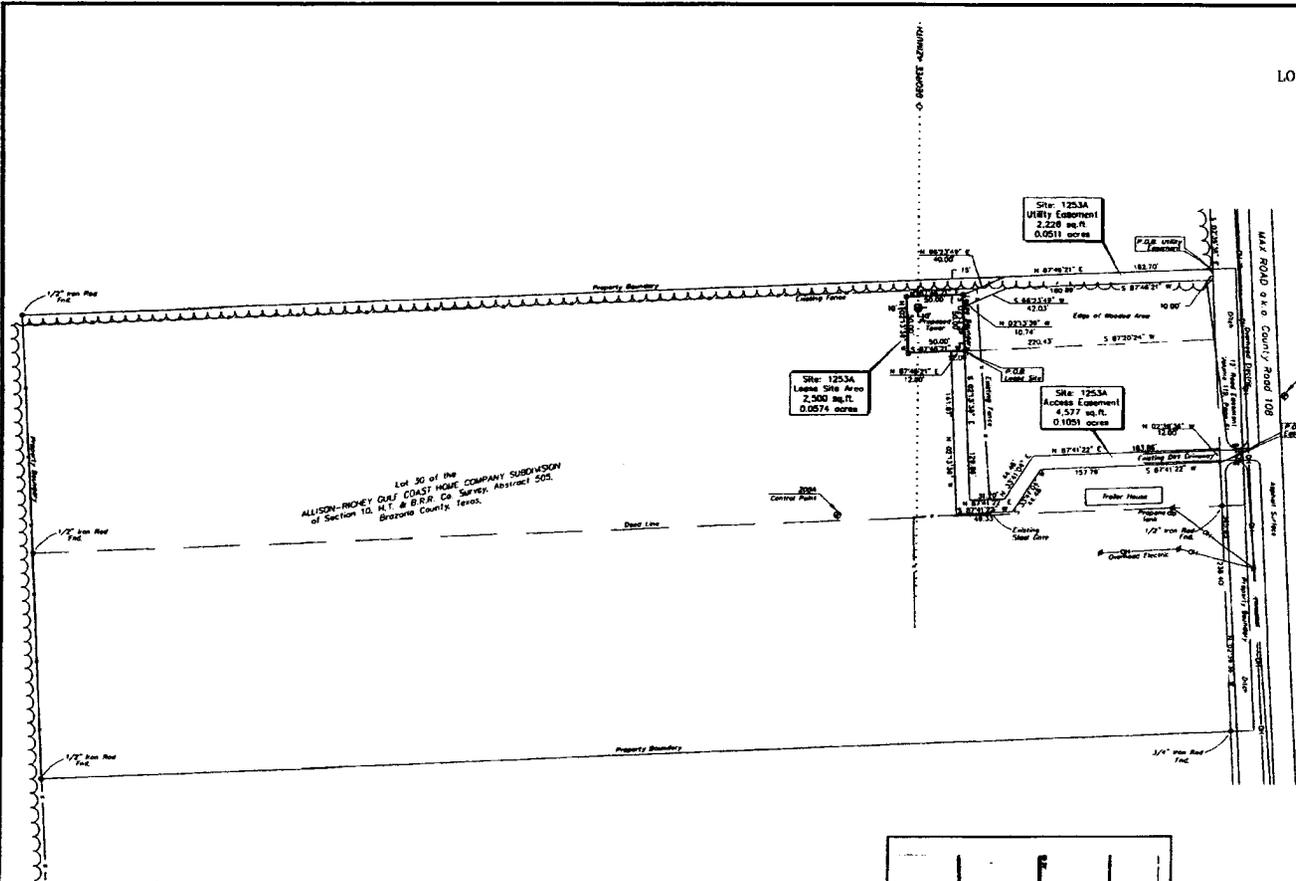
EXHIBIT "1" TO THE SLA

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 TO 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

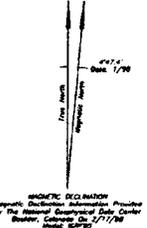
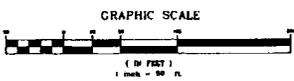
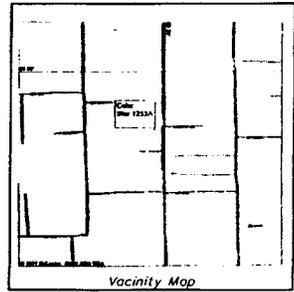


LEASE SITE DESCRIPTION
A 0.0574 acre lease site (part of Lot 30) of the Allison-Richey Gulf Coast Home Company Subdivision of Section 10, H.T. & B.R.R. Co. Survey, Abstract 505, Brazoria County, Texas, being 50'00\"/>

I hereby certify to SPRINT PCS that this survey of the lease site and easements contained in the current Survey Meeting as Professional Surveyors, Standards and Specifications for a Category 1, Condition 1 (Suburban) Survey.
Jason C. McPherson 2-19-08
Surveyor



- NOTES CONCERNING SURVEY
1. This survey is completed based on the data provided by SPCA, dated September 28, 1997. The Number 47-08-0009 and is subject to the holder's burden of additional evidence or information, was done by the surveyor.
2. Bearings shown herein are based on the Texas State Plane Coordinate System, South Central Zone, NAD83 Datum.
3. The dimensions shown herein are based on the NAD83 Datum and must not exceed the minimum requirements for a 1/4\"/>



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

Unless noted, all data in Easement to HAD03 & HAD08

LOCATION/DESCRIPTION	LATITUDE	LONGITUDE	NORTHING (FEET)	EASTING (FEET)	ELEVATION
2000-Control Point	29°24'58.00\"/>				
2001-Control Point	29°24'57.32\"/>				
WC SURV	29°24'57.80\"/>				
SW SURV	29°24'58.33\"/>				
WC SURV	29°24'58.78\"/>				
SW SURV	29°24'58.18\"/>				

NO.	DATE	DESCRIPTION	BY
1	2/19/08	Utility Easement & F. Notes	RL

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 B'IA
Brazoria County, Texas

Easement Addition

107

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.

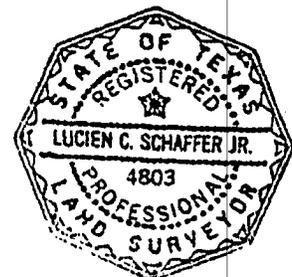
Bearing Based on Geodetic North as established through G.P.S. survey and are on the NAD 83 system.

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



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



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		Receive	
				Start	Stop	Start	Stop
1	OFDM	90.0		2500.0	2686.0	2500.0	2686.0
2	MW Link	100.0		17700.0	17750.0	17700.0	17750.0
				19650.0	19700.0	19650.0	19700.0

Antenna Information

#	Cust Mount Class / Eng Mount Type	C Line Mount		Mfg. / Model	Svc	Transmit		Receive		Use	Orient	Status		
		Pos.	Elev			Level	Azimuth	Start	Stop				Start	Stop
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 [SO 701-1] Side Arm Mount [SO 701-1] Side Arm Mount [SO 701-1]	ANDREW VHLP2-18-1WH 2 17700.0 17750.0 19650.0 19700.0	17700.0 17750.0 19650.0 19700.0 TX/RX Mid-Mount Proposed
3 Side Arm Mount [SO 701-1] Side Arm Mount [SO 701-1]	CLEARWIRE TYPE III PANEL 1 2500.0 2686.0	2500.0 2686.0 TX/RX Mid-Mount Proposed
4 Side Arm Mount [SO 701-1] Side Arm Mount [SO 701-1]	ANDREW VHLP2-18-1WH 2 17700.0 17750.0 19650.0 19700.0	17700.0 17750.0 19650.0 19700.0 TX/RX Mid-Mount Proposed
5 Side Arm Mount [SO 701-1] Side Arm Mount [SO 701-1]	CLEARWIRE TYPE III PANEL 1 2500.0 2686.0	2500.0 2686.0 TX/RX Mid-Mount Proposed
6 Side Arm Mount [SO 701-1] Side Arm Mount [SO 701-1]	ANDREW VHLP2-18-1WH 2 17700.0 17750.0 19650.0 19700.0	17700.0 17750.0 19650.0 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

# Customer Mount Class	Pos.	Qty.	Type	Tower Mounted Equipment		Elevation	Status
				Mfg.	Model		
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				VAC	240
				Amps	40
	2 ft	3 ft	4 ft	Phase	Single Phase

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	Manufacturer	N/A
Pad Size		4 ft 0 in	5 ft 0 in		Pad Size:	N/A N/A	Model	N/A
Number of Equipment Cabinets at time of Install	0				Battery Requirements			
					Quantity	4		
					Manufacturer	Dynasty	Model	12-70

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

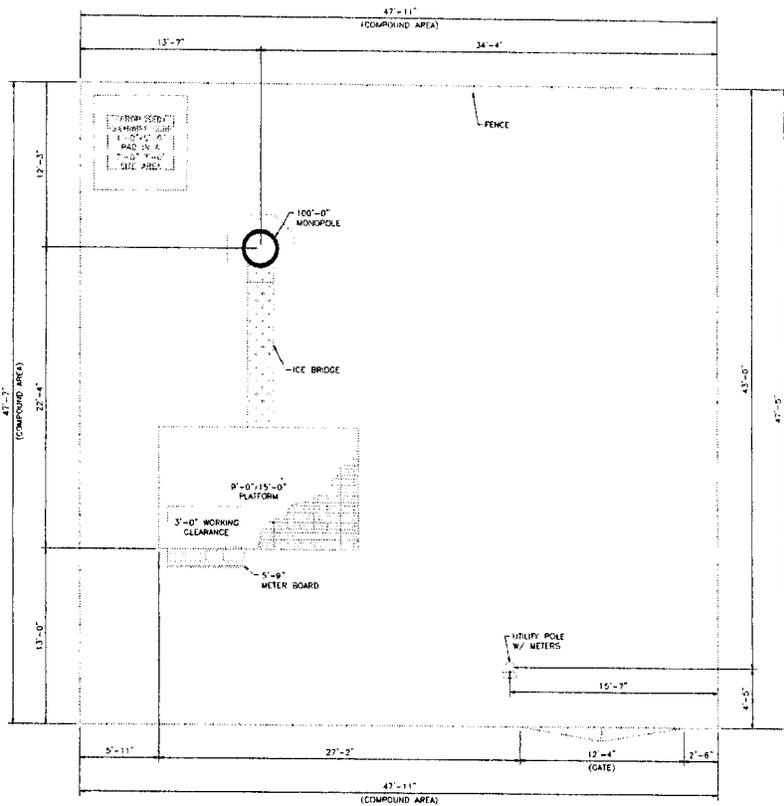
Clearwire Site Name: Crown - 877326
Clearwire Site Number: TX-HOU0227

Crown Site Name: Coler
JDE Business Unit Number: 877326

EXHIBIT "3" TO THE SLA

DESCRIPTION OF EQUIPMENT BUILDING/FLOOR SPACE

See Attached



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
BU#: 877326 Lessee/Lic 150221

to such adjustment multiplied by the CPI indicator published on or about October 1 prior to such adjustments divided 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]

EXHIBIT "A"

Monthly Rent Amount



Site Name: Coler
BU#: 877326

Version 1

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 allotment 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 [Signature]

SSLP/SprintCom Initials [Signature]

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 to 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 [Signature]
SSLP/SprintCom Initials GM [Signature]



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

By: [Signature]

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: 8/24/97

SPRINT SPECTRUM, L.P., a Delaware Limited Partnership

By: [Signature]

Name: ~~Robert C. Ciglers~~ 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

Version 1

EXHIBIT A

March 97

Site Name Coler

PCS Site Agreement

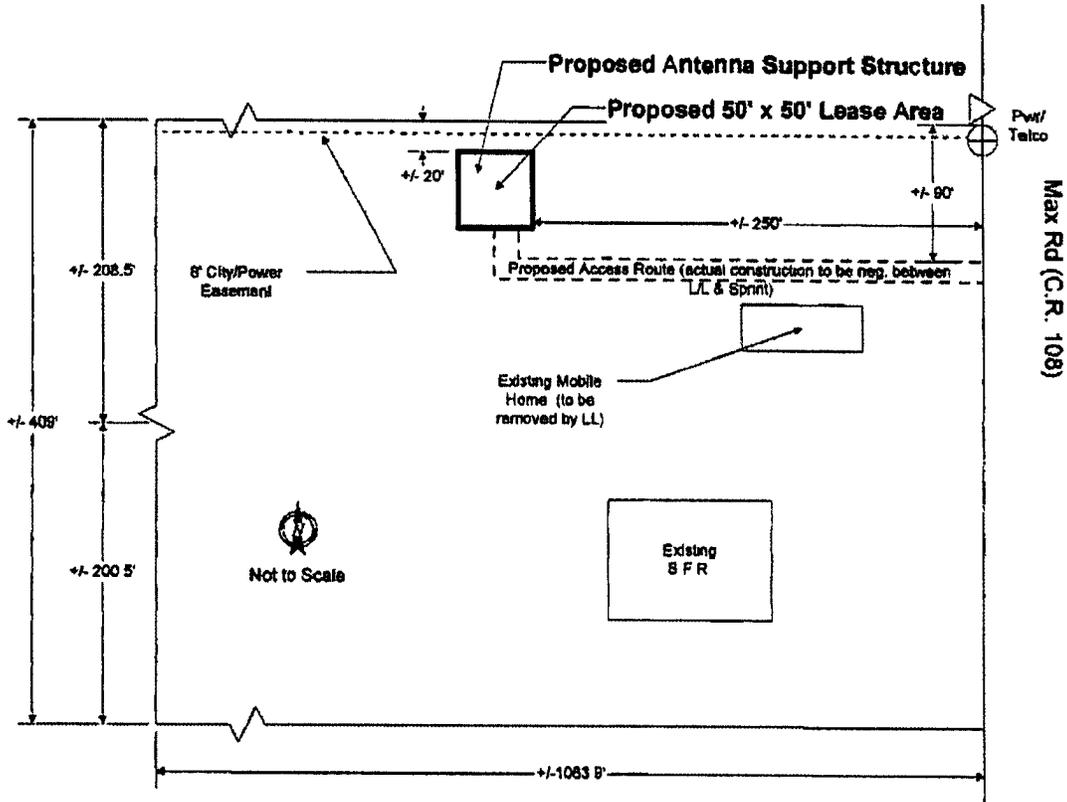
Site I. D. Houston 1253A

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/A

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.]

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.:

By: [Signature]

Its: _____

S.S./Tax No.:

By: _____

Its: _____

S.S./Tax No.: _____

Owner Initials KC [Signature]

SprintCom Initials [Signature]

"OWNER":

By: _____

Its: _____

S.S./Tax No.: _____

By: _____

Its: _____

S.S./Tax No.: _____

By: _____

Its: _____

S.S./Tax No.: _____

EXHIBIT B

March 97

Version 1

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, 1997, 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 8/21/97, 1997, 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: [Signature]

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 JC

SSLP/SprintCom Initials GM

"SprintCom"

Sprint SPECTRUM, L.P. a Delaware Limited Partnership

By: [Signature]

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

Title: Director of Engineering and Operations, Houston BTA

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

Date: 2/12/97

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.

By: [Signature]

Its: _____

S.S./Tax No.:

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 JC

SSLP/SprintCom Initials [Signature]



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 GR



OWNER NOTARY BLOCK:

STATE OF TEXAS

COUNTY OF Brazoria

The foregoing instrument was acknowledged before me this 21st day of August, 19 97.
by Thomas C. Coler and Kathy J. Coler, Husband and Wife.

(AFFIX NOTARIAL SEAL)



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

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

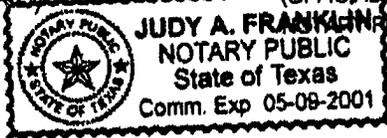
STATE OF TEXAS

COUNTY OF MONTGOMERY

The foregoing instrument was acknowledged before me this 12th day of February, 19 98.

by ~~Robert C. Sigler~~ 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
(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 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 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:

	<u>Zoning</u>	<u>Land Use</u>
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.

ADDITIONAL COMMENTS:

No additional comments from other departments.

SITE PLAN CONSIDERATIONS: A site plan of the existing building and proposed snow-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.

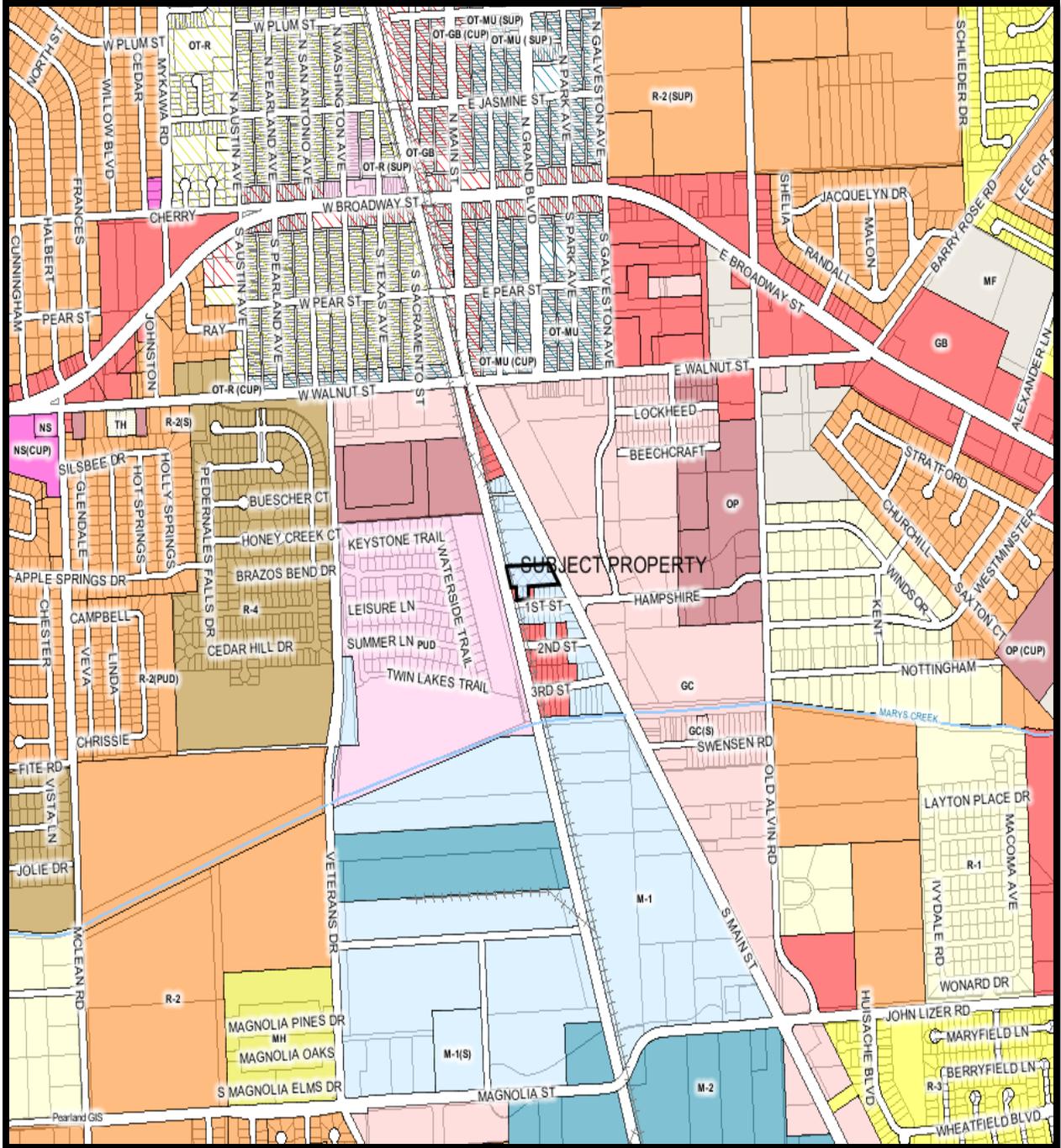
OPPOSITION TO OR SUPPORT OF PROPOSED REQUEST: Staff has not received any comments either in opposition to or in support of the proposed zone change request.

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.

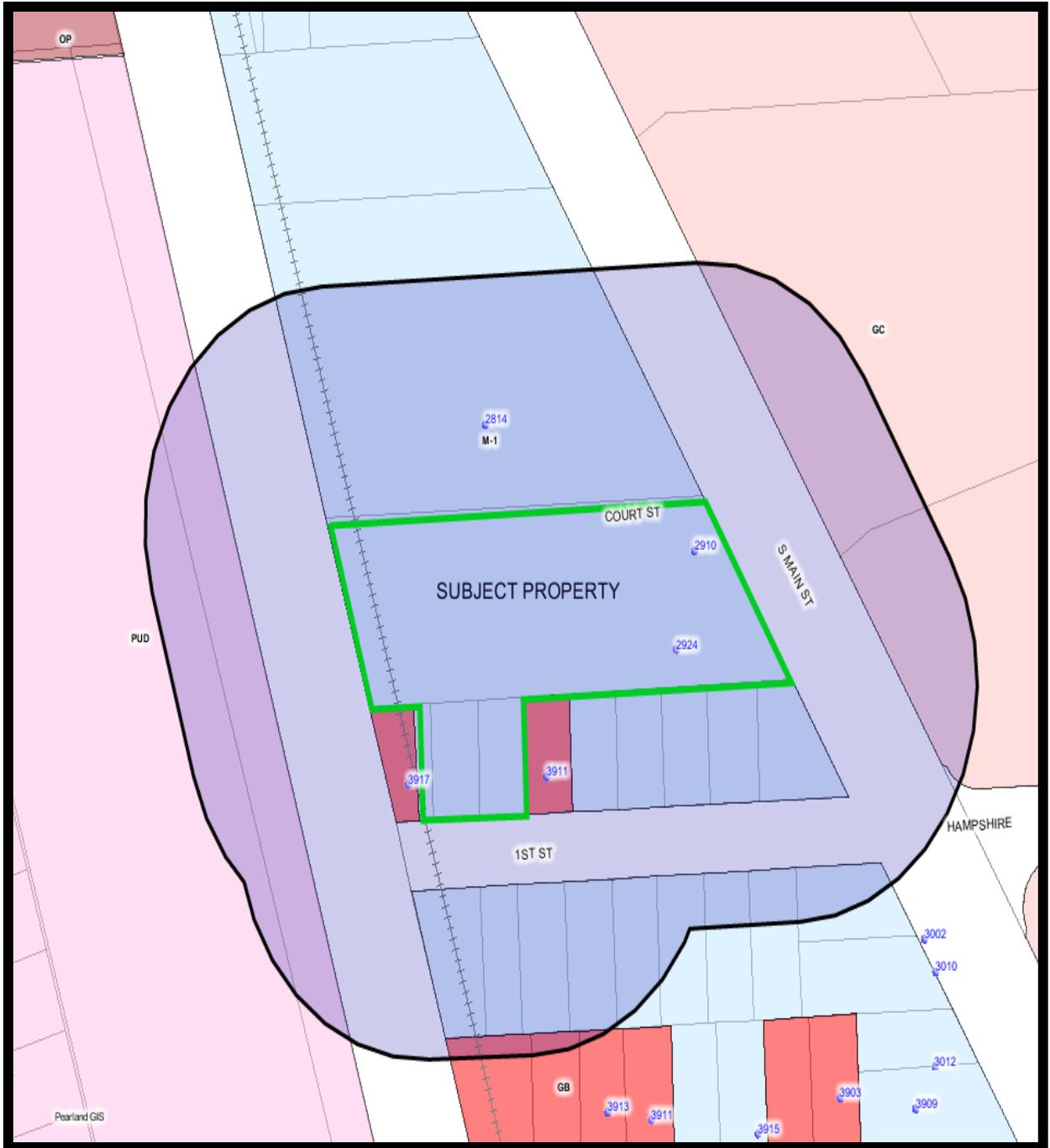
SUPPORTING DOCUMENTS:

- 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



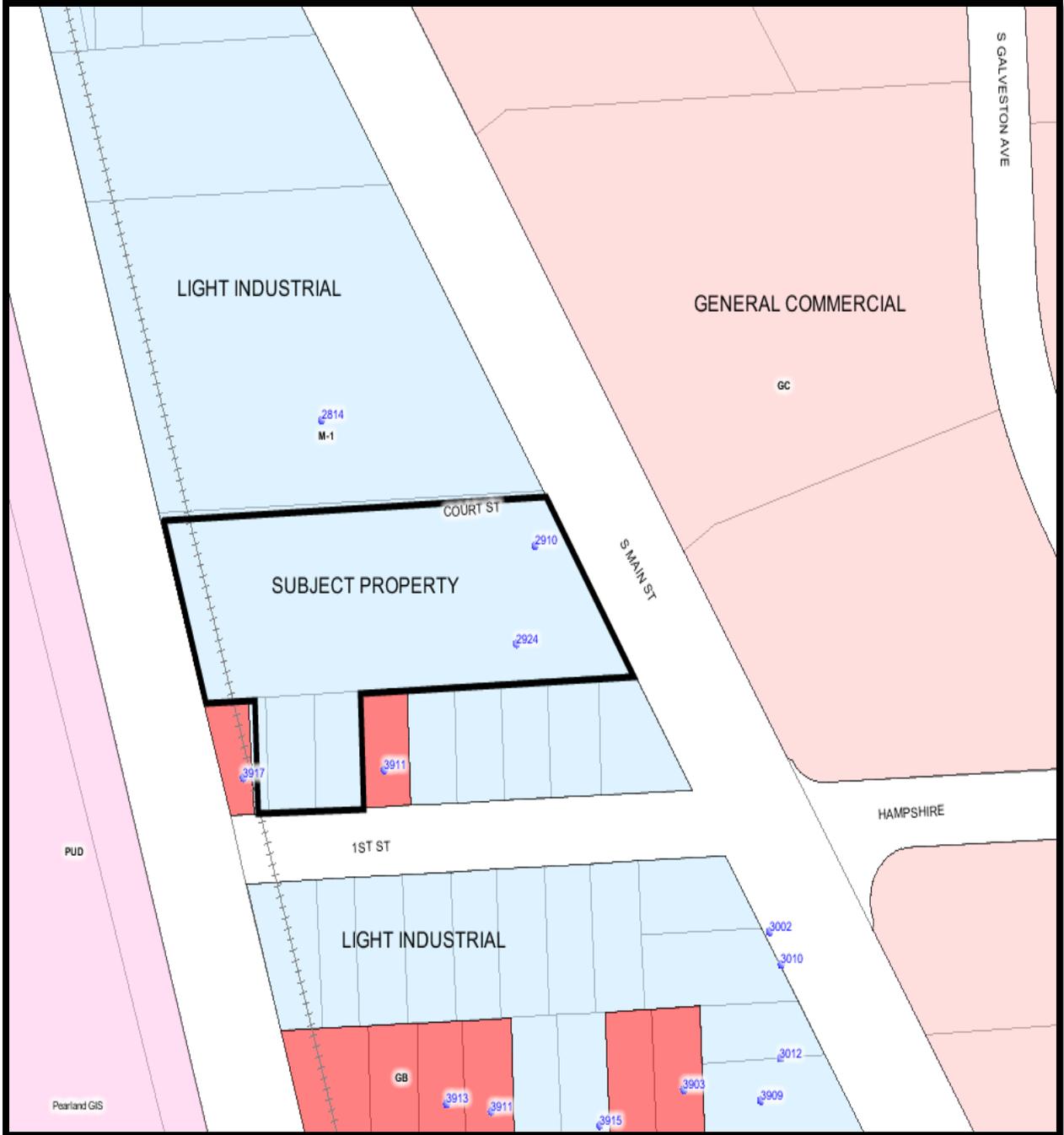
ABUTTER MAP
CONDITIONAL USE PERMIT 2010-02
2910 S. MAIN, PEARLAND, TEXAS

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NORTH

**CUP APPLICATION NO. 2010-02
2910 S. MAIN
PROPERTY OWNERS NOTIFICATION LIST**

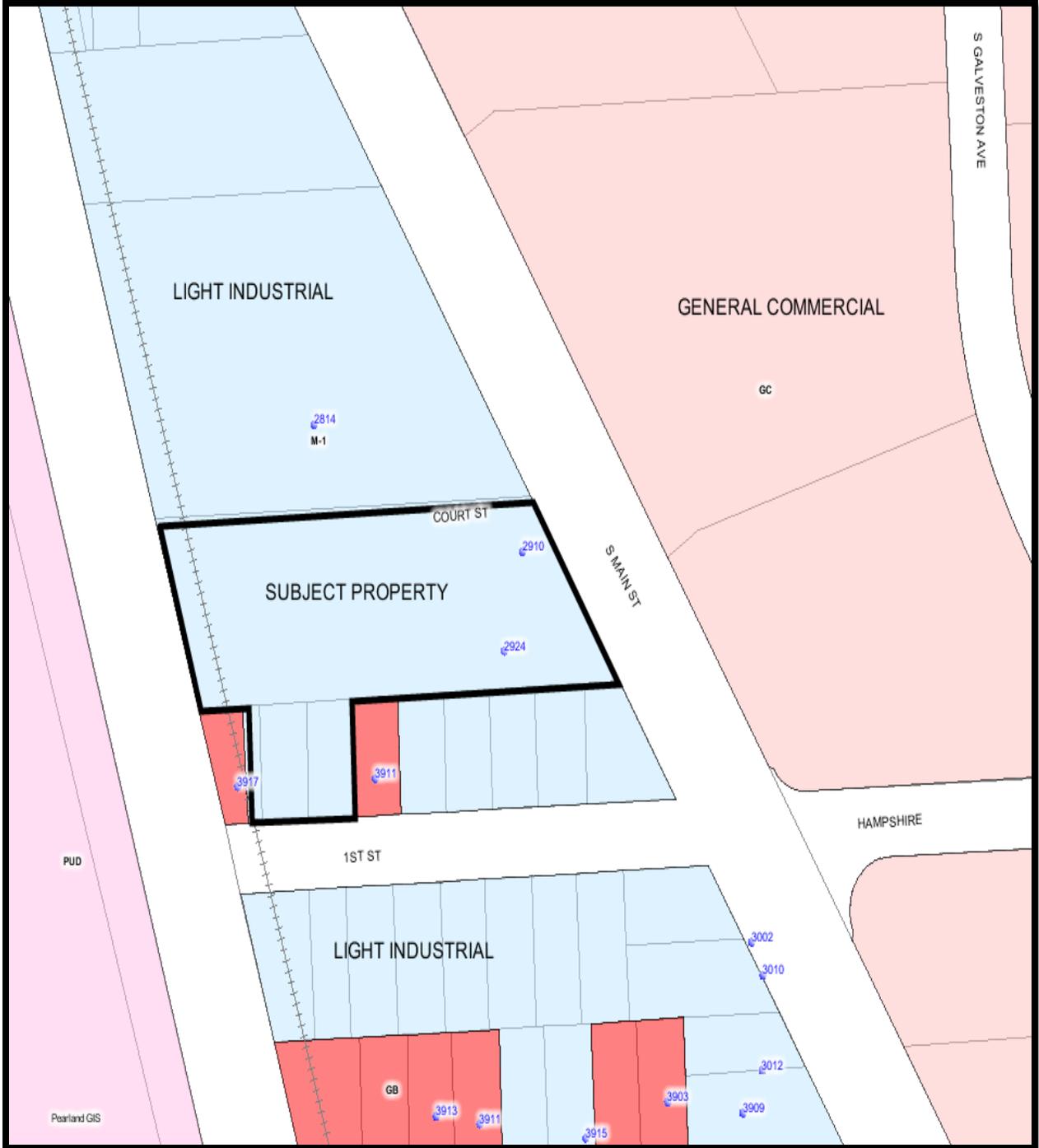
ASSOCIATED EQUIPMENT CO	PO BOX 898	PEARLAND	TX	77588
ASSOCIATED EQUIPMENT CO	PO BOX 898	PEARLAND	TX	77588
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ASSOCIATED PROPERTIES INC	PO BOX 898	PEARLAND	TX	77588
BAKER FELTON M & MARY C	#5 HAVERFORD LANE	FRIENDSWOOD	TX	77546
BAKER FELTON M & MARY C	#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



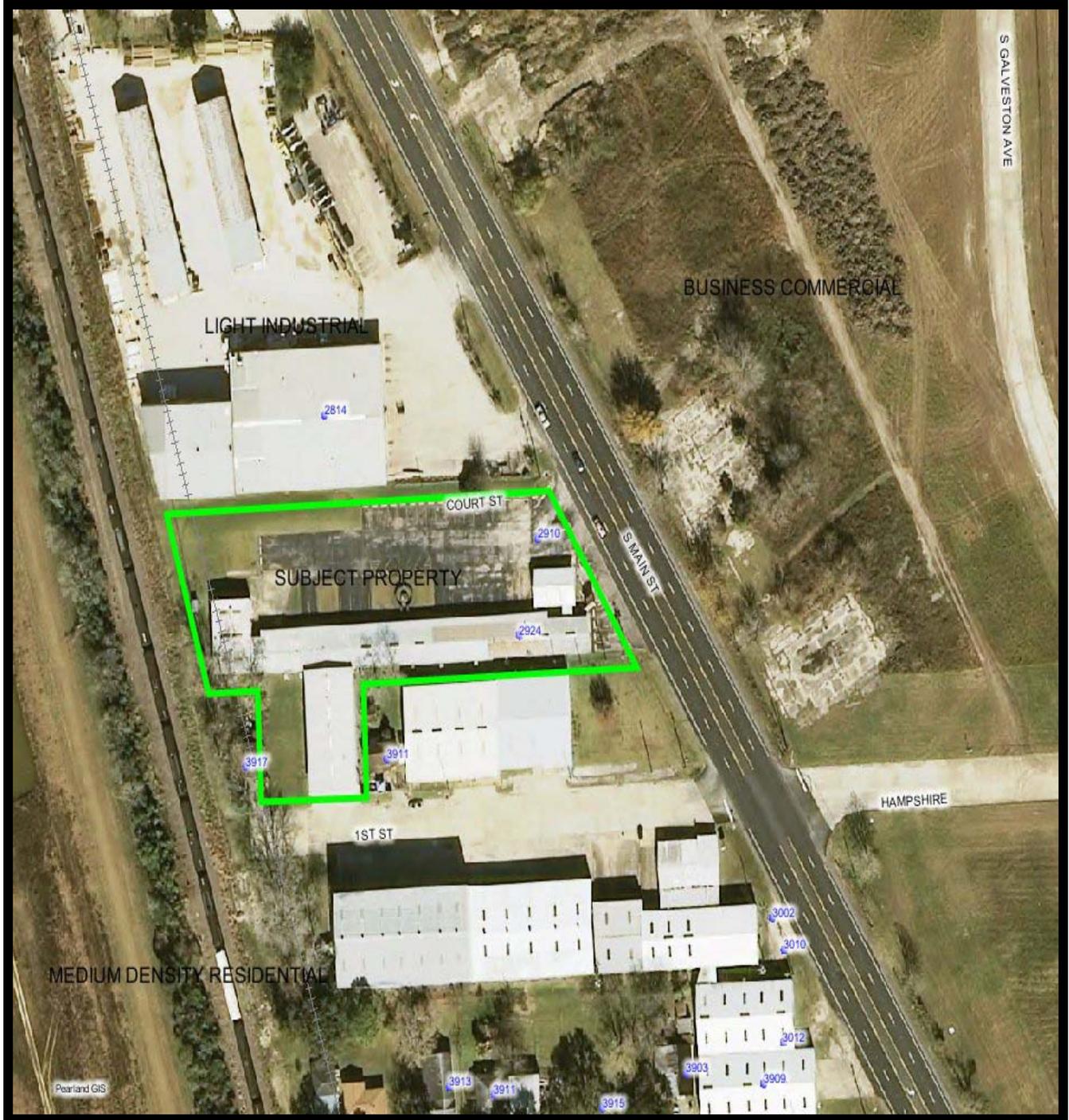
ZONING MAP
CONDITIONAL USE PERMIT 2010-02
2910 S. MAIN, PEARLAND, TEXAS

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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



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: 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. 116000020000

Subdivision: AIRPORT SITES Lot: 2,3410 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: <u>\$250.00</u>	DATE PAID: <u>2/26/10</u>	RECEIVED BY: <u>[Signature]</u>	RECEIPT NUMBER: <u>132360</u>
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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.

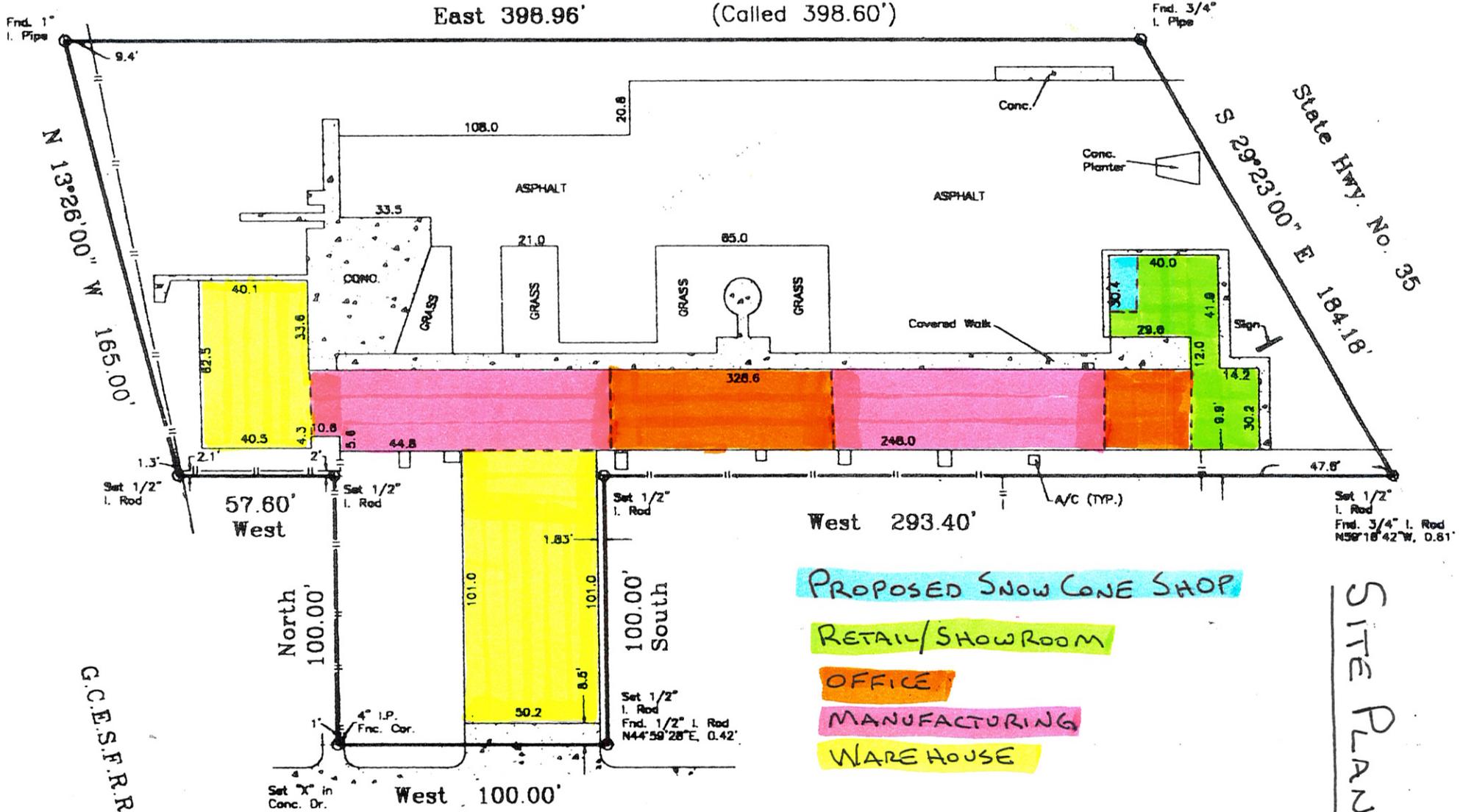
Sincerely,



Joseph E. Koza

SITE PLAN

McCoy Realty Corp.
 V. 922, P. 652
 B.C.D.R.



- PROPOSED SNOW CONE SHOP
- RETAIL/SHOWROOM
- OFFICE
- MANUFACTURING
- WAREHOUSE

SITE PLAN

First Street

N 13°26'00" W 165.00'

West 57.60'

West 293.40'

Set 1/2" I. Rod
 Fnd. 3/4" I. Rod
 N59°16'42" W, 0.81'

North 100.00'

South 100.00'

West 100.00'

G.C.E.S.F.R.R.

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

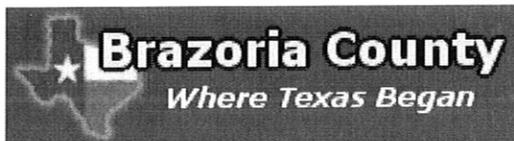
Subject: Posting of zoning notification sign

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



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.



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

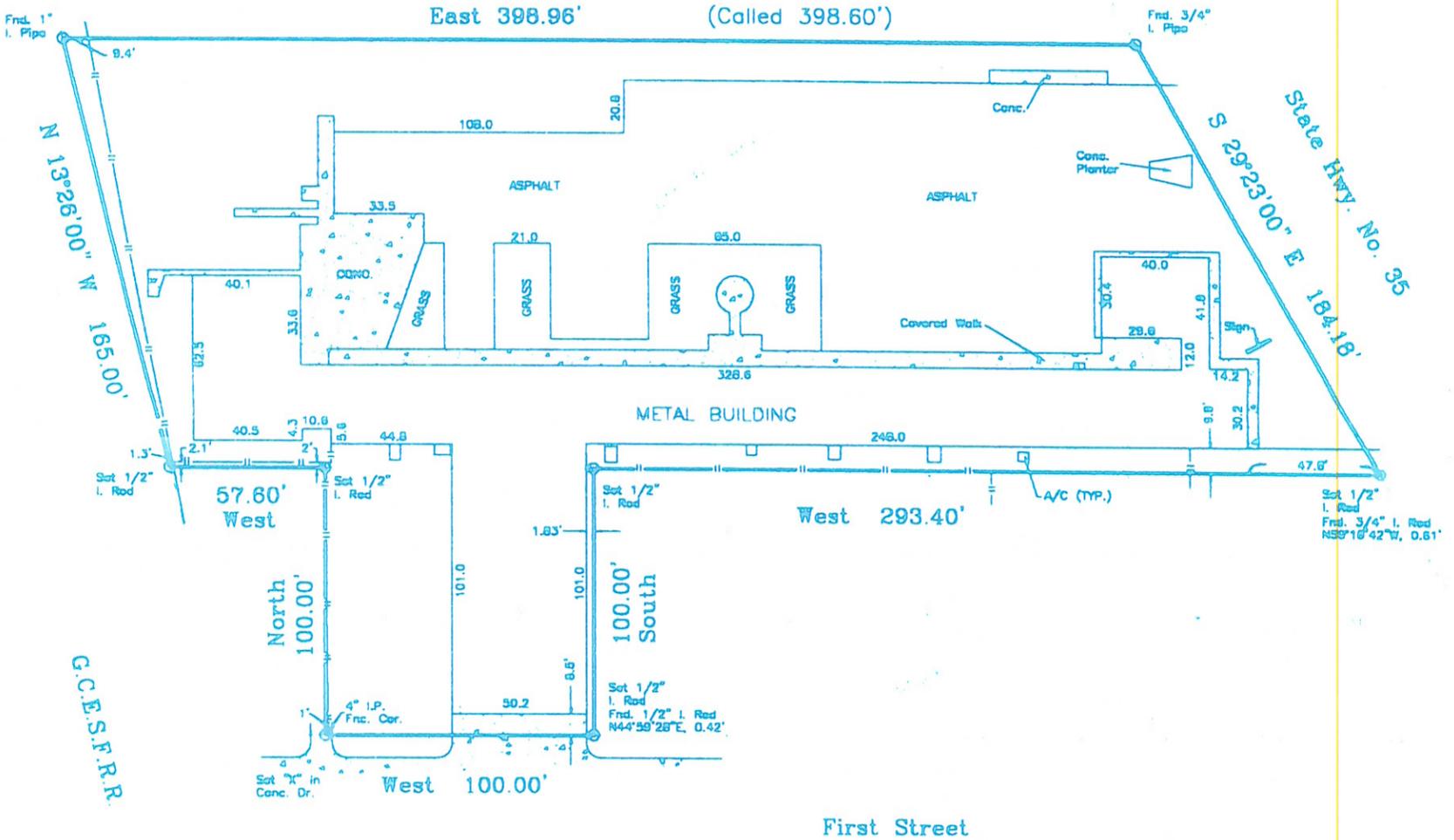
Purchaser: Joseph D. Koza, Jr.

Property Address: 2910 South Main, Pearland, Tx. 77581

GENERAL NOTES:

1. This property lies within flood zone "AD" (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 blue-line copy.

McCoy Realty Corp.
V. 922, P. 632
B.C.D.R.



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



P&Z Agenda Item

D

MEMORANDUM

TO: CITY OF PEARLAND PLANNING & ZONING COMMISSION

FROM: MIKE HODGE, ASSISTANT CITY MANAGER

DATE: APRIL 12, 2010

SUBJECT: FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM 2011 - 2015

Pursuant to City Charter, the Planning & Zoning Commission (P&Z) is to “*submit annually to the City Manager, not less than ninety (90) days prior to the beginning of the budget year, a list of recommendations for capital improvements, which, in the opinion of the commission are necessary or desirable to be constructed during the forthcoming five (5) years. Such list shall be arranged in order of preference, with recommendations as to which projects shall be constructed in which year.*”

Three years ago the City modified its process for preparing and presenting its Capital Improvement Plan that brought the City into compliance with the City’s Charter and provided for an orderly process in implementing the Five-Year CIP. The process has not changed, and what is presented to the Planning & Zoning Commission is in the same format as the previous years.

Attached is a list of capital improvement projects for fiscal years 2011 – 2015 by major CIP category in preference order and identifying the fiscal years in which appropriation is needed. Due to the potential fiscal constraints, staff took great care in reviewing project timing and pushed back projects where it made sense and where feasible to do so. Years of appropriation in future CIP programs may change based on needs and fiscal constraints. Project Name, Project Description, and Project Justification are included for each project.

The City of Pearland’s Capital Improvement Program (CIP) has been developed in order to further our commitment to the citizens of Pearland by working to meet today’s needs, as well as those of the future. The development of the CIP is a continuous process and, consequently, should be viewed as a working document. Therefore, while the list covers a five-year planning horizon, it is revised every year in order to accommodate new projects and reflect changing needs. The first year of the CIP is incorporated into the City’s annual budget to appropriate funds. Improvements identified in subsequent years are approved only on a planning basis and do not receive appropriation of funds.

Projects included in the CIP are either City managed projects or those projects managed by other agencies that require City participation. Changes from last year are highlighted. Projects highlighted in yellow are new projects; projects highlighted in blue reflect timing changes; projects highlighted in green are projects that were previously approved and funds appropriated but additional funds are needed, and projects highlighted in peach reflect reductions in project budgets. Staff will be present at the April 19, 2010 P&Z meeting to review the list with the Commission and will be requesting formal recommendation to the City Manager in May.

CITY OF PEARLAND
2011 - 2015 CAPITAL IMPROVEMENT PROGRAM
DRAINAGE

PREFERENCE NO.	PROJECT NO.	PROJECT NAME	YEAR OF APPROPRIATION	
1	DR0602	Cowart Creek Diversion	2011	Construction
2	DR2007/T70024	Veterans Walnut Drainage & Roadway - Phase I	2011	Construction
3	DR2003	Hickory Slough Detention at Max Rd.	2011-2012	Construction
4	DR2002	D.L. Smith Detention Pond Expansion	2012-2014	Design/Construction
5	DR1102	Westchester Circle Drainage and Sidewalks	2011	Design/Construction
6	DR1201	Piper Drainage	2012	Design/Construction
7	DR1301	PER for Future Bond Referendum	2013	PER
8	DR1103	Cullen/FM 518 Regional Detention Pond	2011-2013	PER/Design/Construction

Some projects are color coded to reflect major differences from last year's CIP.

Timing	
Additional money needed	
Project Budget Reduced	
New Project	

CITY OF PEARLAND
2011 - 2015 CAPITAL IMPROVEMENTS PROGRAM
SUMMARY - DRAINAGE

PREF. NO.	PROJECT NO.	PROJECT NAME	PROJECT DESCRIPTION	JUSTIFICATION
1	DR0602	Coward Creek Diversion	Coward Creek Diversion and Regional Detention for the Bailey Rd corridor between FM 1128 and Wells Rd. Phase 1 of this project will entail construction of approximately 4,300 lf of interceptor box culvert, 3.2 miles of diversion ditches, a 1,200 ac-ft regional detention facility and associated culvert and road ditch improvements. Project will be performed in cooperation with BDD#4 under the terms of an inter-local agreement.	The basis of this diversion and detention project is to separate the drainage corridor out of the Bailey Rd (FM 1128 to Veterans) transportation corridor, thereby allowing for the development of both the ultimate transportation and drainage facilities in adequately sized, separate corridors.
2	DR2007/TT70024	Veterans Walnut Drainage & Roadway - Phase I	Construct underground drainage along the south side of Walnut from BNSF Railroad to McLean Rd and on Veterans from Walnut to Mary's Creek. Project includes the installation of a box culvert trunk line along Walnut that will drain into a twin box culvert alongside and beneath Veterans. The system will collect and convey 100 yr flows from the Old Town area across Walnut and down Veterans to Mary's Creek. The project is planned for a four phase approach to the construction with the first phase to coincide with the improvements to Walnut itself. The Walnut Roadway project between Austin and Grand has been added to the Drainage project with the 2007 Bond Program.	Extreme weather events currently inundate and flood residential neighborhoods north of Walnut and west of the railroad. Walnut blocks sheet flow of these waters and existing conveyance systems are not sufficient to convey even 3 yr events past Walnut.
3	DR2003	Hickory Slough Detention at Max Rd.	This project is intended to provide approx. 290 ac-ft of detention along Hickory Slough. The project will include a wier, pump station, and will be designed to accommodate for a concurrent project use, a sports field complex on the basin floor. Phase I will consist of approximately 100 - Ac Ft.	Extreme weather events currently inundate and flood residential neighborhoods in the vicinity of Hickory Slough. The project will allow for detention along the slough to lower the level of the slough during 3, 10 and 100 year events. Additionally, the athletic/sports use will be a concurrent use for this site.

CITY OF PEARLAND
2011 - 2015 CAPITAL IMPROVEMENTS PROGRAM
SUMMARY - DRAINAGE

PREF. NO.	PROJECT NO.	PROJECT NAME	PROJECT DESCRIPTION	JUSTIFICATION
4	DR2002	D.L. Smith Detention Pond Expansion	Phase I - Expansion of the existing DL Smith detention facility to: increase storage capacity along Clear Creek by approximately 150 Ac feet, plan for future development along McHard Rd and accommodate construction of the University of Houston, Clear Lake Campus. Phase II - Future expansion of an additional 150 AC feet.	The City has a need for additional storage capacity along the Clear Creek Watershed. This project incorporates satisfying those needs and accommodating future development of the local property with a fire station and an educational facility. The additional capacity will work in conjunction with other City sponsored drainage improvements along the watershed, such as the Town Ditch Phase III improvements.
5	DR1102	Westchester Circle Drainage and Sidewalks	A sidewalk will be constructed along the west/south side of the road, a total length of approx. 2000 ft. Enclosing the existing ditches to make room for the sidewalk will also address some existing drainage concerns.	Westchester Circle extends from FM518 to FM1128, and is often used as a traffic "cut-through" by people attempting to avoid the FM518/FM1128 intersection. Traffic studies have not verified a need for calming measures, but the sidewalk will provide a measure of safety for residents walking along the road or retrieving their mail.
6	DR1201	Piper Drainage	Enclose ditches along Piper between the pipeline easement south of FM518 and Fite Road (approx. 2560 ft.) This system will connect to the existing storm sewer on Fite Road and includes dredging of the linear detention pond just east of the elementary school at Fite and FM1128. The storm water pump system at the school will be eliminated as a result. This project also includes sidewalks.	The project was anticipated in the 2001 bond; however, it was eliminated from the Fite Road project before construction. This work will relieve flooding and high water issues along Piper.
7	DR1301	PER for Future Bond Referendum		Provide funding for Preliminary engineering on future projects yet to be identified that would be funded with the City's next bond referendum. Preliminary engineering would tighten down scopes and provide for estimated construction dollars that would be needed to take a proposition to the voters.

CITY OF PEARLAND
 2011 - 2015 CAPITAL IMPROVEMENTS PROGRAM
 SUMMARY - DRAINAGE

PREF. NO.	PROJECT NO.	PROJECT NAME	PROJECT DESCRIPTION	JUSTIFICATION
8	DR1103	Cullen/FM 518 Regional Detention Pond	<p>Future storm water regional detention pond located at the southwest quadrant of FM 518/Cullen Parkway intersection. The project will include construction of detention pond, existing ditch improvements and possible underground storm sewer improvements required to convey development runoff.</p>	<p>The proposed detention pond is to provide the required detention for future development of approximately 155 acres of undeveloped land. The detention pond will allow for future development along FM 518 at this location to fully develop without the need for individual detention ponds which has been a priority established by City Council from Regional Detention Study.</p>

CITY OF PEARLAND
2011 - 2015 CAPITAL IMPROVEMENT PROGRAM
FACILITIES

PREFERENCE NO.	PROJECT NO.	PROJECT NAME	YEAR OF APPROPRIATION	
	1 T50071	Hillhouse Road Annex	2012-2014	PER/Design/Construction
	2 FA1001	Pearland Fire Station	2011	Construction
	3 FA1002	Traffic Signal Communications Network	2011-2015	Design/Construction
	4 FA1101	West Side Library Store Front	2011	Construction
	5 FA1201	Service Center Modifications	2012	PER
	6 F20002	Tom Reid Library Expansion	2013	Design/Construction
	7 FA1401	Pearland Fire Station	2014-2015	PER/land/Design/Construction

Some projects are color coded to reflect major differences from last year's CIP.	
Timing	
Additional money needed	
Project Budget Reduced	
New Project	

CITY OF PEARLAND
2011 - 2015 CAPITAL IMPROVEMENTS PROGRAM
SUMMARY - FACILITIES

PREF. NO.	PROJECT NO.	PROJECT NAME	PROJECT DESCRIPTION	JUSTIFICATION
1	T50071	Hillhouse Road Annex	Create a facility on property owned by the City north of FM518 on Hillhouse Road. Phase I of this facility will include a traffic operations center, lunch room, locker room, fuel island, and equipment laydown area for city crews, police, etc. working on the west side of the City. Phase II will be fully defined after development of a business plan and approval by City Council. Conceptually, Phase II includes a Fleet Maintenance facility, wash bay, and material storage bins.	Property was condemned in 2004 for a city facility. This work will make best use of the property while reducing time spent by employees in traveling to the service center for fuel, lockers, and equipment.
2	FA1001	Pearland Fire Station	Construction of a new facility between 9,000 and 10,000 square feet located South on approximately 2 acres of land. This new facility will house 10 to 12 personnel including one fire crew and one EMS crew in the future. The facility will be capable of housing two fire apparatus and an ambulance.	Locating a facility in the area mentioned would help maintain response time and distances. In several existing stations there is no space for crews to stand-by either for short-term when other stations are responding to calls or for an extended period during a storm.
3	FA1002	Traffic Signal Communications Network	As part of the takeover of the TxDOT Traffic Signal system, upgrade controller equipment, install Pan/Tilt/Zoom (PTZ) cameras, install fiber optic and wireless communications, and install traffic management software for City's network of traffic signals. Will design and construct equipment for the Traffic Operations Center.	The City will assume maintenance and operations control of all traffic signals within the City after the 2010 census. There are about 60 signalized intersections now, but that number will grow to about 84 by the turnover. Further refinement of the scope will take place once the TxDOT Takeover Plan and the 5-Year Intelligent Transportation System (ITS) Operations Plan are completed. At that point future budgets will be adjusted.
4	FA1101	West Side Library Store Front	To provide funds for build-out and finishing of a store front library on the west side of town. Approximately 5,000 to 6,000 square feet.	One of City Council goals in 2010 was to continue discussions with the County to identify library needs on the west side of town. With a population of almost 100,000, the Tom Reid Library is not centrally located for the west side of town, nor meant to serve 100,000 population. An interim solution Council approved was a drop off location at Westside Event Center. Store front is next step.

CITY OF PEARLAND
2011 - 2015 CAPITAL IMPROVEMENTS PROGRAM
SUMMARY - FACILITIES

PREF. NO.	PROJECT NO.	PROJECT NAME	PROJECT DESCRIPTION	JUSTIFICATION
5	FA1201	Service Center Modifications	Expand and remodel the buildings and facilities at the Orange and Old Alvin site to accommodate additional offices, training facilities, and expanded shop and equipment areas. Preliminary programming has been completed by Maintenance Design Group. A full scope and budget will be developed in FY2012 based on the revised Hillhouse Public Works Annex project Phase I and after the Hillhouse Phase II scope is defined.	1) To make the Public Works Administration building ADA compliant. 2) To create an appropriate training facility to be used by any City department. 3) To expand shop and equipment areas to accommodate an increase in equipment and workers. 4) To remodel existing buildings for use as offices.
6	F20002	Tom Reid Library Expansion	The library expansion will increase the now 20,584 sf building by 11,542 sf for an overall floor plan area of 32,126 sf. This expansion will create new areas in the library such as a bookstore, children's story time room, teen zone, computer labs and additional office/storage space. Renovations and enlargements of existing areas such as the circulation desk and book stacks are also included.	The significant growth of Pearland has created a need for a larger children's area and adult meeting room to conduct activities, more stack area for books, and improved computer access.
7	FA1401	Pearland Fire Station	Construction of a new facility to be between 9,000 and 10,000 square feet. The facility will house approximately 7 to 9 employees and will provide a fire crew for one pumper and one EMS personnel for one ambulance in the future.	Housing of fulltime daytime crews or night standby personnel is not possible. Storage space is also non-existent. Crews needed for response and coverage.

CITY OF PEARLAND
2011 - 2015 CAPITAL IMPROVEMENT PROGRAM
PARKS

PREFERENCE NO.	PROJECT NO.	PROJECT NAME	YEAR OF APPROPRIATION	
1	P20006 / P50072	Trail Connectivity	2012-2015	Design/Construction
2	P20005	Max Road Sports Complex Phase I	2011-2012	Design/Construction
3	P20002	Shadow Creek Ranch Park Ph 1	2011-2013	Design/Construction
4	P20001	Centennial Park Ph II	2011-2013	Design/Construction
5	P20001	Independence Park Ph 1	2012-2014	Design/Construction
6	PK1101	Southgate Park	2011	Design/Construction
7	PK1102	Cypress Village	2011	Design/Construction
8	PK0801	Hunter Park	2011	Design/Construction
9	P20004	Delores Fenwick Nature Center-Ph I	2012-2014	Design/Construction
10	PK1301	PER for Future Bond Referendum	2013	PER

Some projects are color coded to reflect major differences from last year's CIP.

Timing	
Additional money needed	
Project Budget Reduced	
New Project	

CITY OF PEARLAND
2011 - 2015 CAPITAL IMPROVEMENTS PROGRAM
SUMMARY - PARKS

PREF. NO.	PROJECT NO.	PROJECT NAME	PROJECT DESCRIPTION	JUSTIFICATION
1	P20006 / P50072	Trail Connectivity	Implement phases of the Hike and Bike Master Plan starting at Centennial Park, continuing along W. Mary's Creek to and around the John Hargrove Environmental Complex, then to W. Mary's Creek detention. Phase I trail will connect Magnolia to 1128. Phase II will connect Centennial Park to Independence Park and Phase III - Independence Park to FM 518.	The Parks and Recreation Plan that was adopted by Council in December of 2005 lists the hike and bike trails as the number one priority for acquisition and development.
2	P20005	Max Road Sports Complex Phase I	Proposed improvements include six international sized (11 vs. 11) lighted fields, parking, restrooms and a covered area for gatherings. The park would be located inside of a detention facility.	There is a significant need for game soccer fields and sports fields in the City. With the development of this facility Centennial Park will be able to be converted to a facility for youth softball that will allow the youth soccer program, youth softball program and the youth baseball program to expand as the population in the community increases.
3	P20002	Shadow Creek Ranch Park Ph 1	Project elements include eight lighted softball/baseball fields, one soccer field, six volleyball courts, parking, a hike and bike trail around the fields and a lawn amphitheater for special events.	The Parks and Recreation Master Plan call for a multipurpose sports complex in this area of the community to serve the anticipated growth of the area.
4	P50071	Centennial Park Ph II	Phase II of Centennial Park includes the demolition of the existing soccer fields, the construction of two new lighted softball fields, the installation of a new picnic pavilion and additional parking for the complex.	Once the Max Road Sports Complex is completed, youth and adult soccer will move from Centennial Park to Max Road where the program can be expanded. The existing soccer fields will be demolished and converted to lighted softball fields. Girls softball will move from the Dad's Club to Centennial Park, allowing their program to expand as the population increases. Adult Softball will ultimately move to the Shadow Creek Ranch Complex once completed to make room for girls softball.
5	P20001	Independence Park Ph 1	Phase I Improvements include a reorientation of the entry into the park, relocation and upgrade of the existing playground, improvements to the existing pavilion, the construction of additional parking, an amphitheater for special events and landscaping.	Independence Park is one of the oldest and most recognized parks that the City owns. According to the park utilization survey conducted with the master plan, this park had the second highest utilization of all City parks. Most of the current amenities at the park are outdated or in bad condition and are in need of replacement. The Master Plan list improvements to this park as a high priority.

CITY OF PEARLAND
2011 - 2015 CAPITAL IMPROVEMENTS PROGRAM
SUMMARY - PARKS

PREF. NO.	PROJECT NO.	PROJECT NAME	PROJECT DESCRIPTION	JUSTIFICATION
	6 PK1101	Southgate Park	Development of current parkland in the Southgate subdivision to include amenities such as shade structure/shelter, picnic tables, restroom, playground, sport court(s), etc. Just under 5 acres.	This would assist in providing park amenities on the west side of town. This area is identified in our Master Plan as an area lacking in access to park sites.
	7 PK1102	Cypress Village	Installation of a shade structure, benches, picnic tables, sport court/goals, and signage.	These are amenities listed as facility standards in the Master Plan but do not currently exist in this park.
	8 PK0801	Hunter Park	Continue development of the park along Orange St. to include trails, benches, gathering area, landscaping and/or a pavilion.	Continue development of park as directed by Council goals.
	9 P20004	Delores Fenwick Nature Center-Ph I	The project will include a 7,000sq ft building with an open air pavilion at one end (green building) that would include: environmental educational displays, demonstration gardens, interpretive exhibits, 6 or 7 offices, storage, restrooms, outdoor spray station and plenty of hose bibs. The site would include 2 miles of 6 ft and 8 ft trails, being a combination of crushed granite and concrete in low lying areas, boardwalk, pedestrian bridge, fishing pier, picnic tables, benches, trash receptacles, drinking fountain, a tree farm and landscaping with tree bubblers, paddle craft launching area and grass crete parking. The building would have 6 or 7 offices with a reception area, classroom with a 50 capacity seating area, sinks and counter space, sound system, drop down speaker and screen, at least 400 sq ft of storage, a storage area for rakes, shovels, litter bags (yard equipment) and a board room.	This project would give Pearland a unique opportunity to showcase JHEC as a learning opportunity for the entire community. Children/adults would be able to come and take classes and learn about the environment in a hands-on setting. This would be the office for the KPB staff. There is a great need in the community to educate the public on the benefit of recycling, green space and trees. This would also provide an opportunity to showcase the entire concept of utilizing one site as multi purposing for parks, recreation, detention, education, recycling, and environmental park.
	10 PK1301	PER for Future Bond Referendum	Provide funding for preliminary engineering on future projects yet to be identified that would be funded with the City's next bond referendum. Preliminary engineering would tighten down scopes and provide for estimated construction dollars that would be needed to take a proposition to the voters.	

CITY OF PEARLAND
2011 - 2015 CAPITAL IMPROVEMENT PROGRAM
STREETS

PREFERENCE NO.	PROJECT NO.	PROJECT NAME	YEAR OF APPROPRIATION	
1	TR0803	Old Town Area Sidewalks	2012-2014	Construction
2	T08002	Bailey/Veterans to FM 1128	2011-2012	Construction
3	TR1102	CR 403 (Hughes Ranch Road)	2012-2013	ROW/Design/Construction
3	TR1102	CR 403 (Hughes Ranch Road)	2012-2013	ROW/Design/Construction
4	T68976	Mykawa Road Extension (BW8 to FM 518)	2013-2015	ROW/Design/Construction
5	T20002	Old Alvin Rd Widening (Plum Street to McHard Road)	2013-2014	ROW/Design/Construction
6	TR1301	PER for Future Bond Referendum	2013	PER
7	TR1302	Pearland Parkway Extension	2013-2014	ROW/Design/Construction
8	TR1201	Regency Park Subdivision Paving	2012-2013	Design/Construction
9	TR1202	Longwood Street Reconstruction	2013-2014	Design/Construction
10	TR0811	Business Center Drive	2012	Design/Construction

Some projects are color coded to reflect major differences from last year's CIP.

Timing	
Additional money needed	
Project Budget Reduced	
New Project	

CITY OF PEARLAND
2011 - 2015 CAPITAL IMPROVEMENTS PROGRAM
SUMMARY - STREETS

PREF. NO.	PROJECT NO.	PROJECT NAME	PROJECT DESCRIPTION	JUSTIFICATION
1	TR0803	Old Town Area Sidewalks	Enclose ditches and install sidewalks in the Old Town area between Houston St. and Grand Ave., from Walnut St. to Orange St.	Sidewalks are part of and constructed in coordination with the Old Townsite Master Plan. In order to install sidewalks without acquiring additional right of way, the roadside ditches must be enclosed. There are currently no sidewalks in the Old Town area; the work described here includes work we expect to complete within the next five years.
2	T08002	Bailey/Veterans to FM 1128	Bailey Road will be improved to a four-lane concrete curb and gutter boulevard from approximately 1,000 feet west of FM 1128 to Veterans Drive, a distance of 2.76 miles. The drainage improvements will accommodate the roadway after the Cowart Creek Diversion project and the roadside ditch regrades to the south have been completed. The project includes the Bailey Intersections.	Four lane boulevard segment will accommodate school traffic and provide drainage improvements that will provide re-graded ditches that will drain to the south and away from Bailey Road.
3	TR1102	CR 403 (Hughes Ranch Road)	Reconstruction of CR403 from Cullen to Smith Ranch Road from a two lane asphalt open ditch roadway to a four lane concrete curb and gutter boulevard for a distance of 2 miles. Brazoria County will be completing the design, environmental clearance, and right-of-way mapping in FY2010. Includes approximately 13,000 LF of Noise Barrier.	The roadway will provide enhanced safety and access to Dawson High School located on Cullen Blvd. City share is 20%.
4	T68976	Mykawa Road Extension (BW8 to FM 518)	Construct approximately 3 miles of 4-lane concrete curb and gutter divided boulevard section roadway, including storm sewers, outfalls and detention, traffic signals and related items. A detailed Drainage Study, Environmental Assessment, and 95% Construction Plans were created for the segment between BW8 and McHard Rd from a previous design effort.	This proposed roadway is included in the City's long-term thoroughfare plan to alleviate traffic headed south from the Beltway 8 to FM 518.
5	T20002	Old Alvin Rd Widening (Plum Street to McHard Road)	Reconstruction of approximately 1.0 mile of Old Alvin Rd from Plum St to McHard Rd from a 2-lane asphalt to a 4-lane undivided curb and gutter roadway. East side from McHard to Knapp to have 6' sidewalks.	This proposed roadway is included in the City's long-term thoroughfare plan providing another north-south route between McHard Road and FM518.

CITY OF PEARLAND
2011 - 2015 CAPITAL IMPROVEMENTS PROGRAM
SUMMARY - STREETS

PREF. NO.	PROJECT NO.	PROJECT NAME	PROJECT DESCRIPTION	JUSTIFICATION
	6 TR1301	PER for Future Bond Referendum	Provide funding for preliminary engineering on future projects yet to be identified that would be funded with the City's next bond referendum. Preliminary engineering would tighten down scopes and provide for estimated construction dollars that would be needed to take a proposition to the voters.	
	7 TR1302	Pearland Parkway Extension	A new extension of approximately 4,500 ft. from 500' east of Olier Drive to Dixie Farm Road, constructing a 4-lane, concrete, curb and gutter, divided roadway with raised medians and a bridge crossing at Cowart's Creek. Construction cost in 2013 is for three pipeline relocations.	Connection of a minor thoroughfare to a major thoroughfare in accordance with the Thoroughfare Plan, which will provide for traffic congestion relief to and from the Beltway. Eventually, Pearland Parkway will connect to Briney Bay Boulevard in Friendswood providing an alternate route to IH-45.
	8 TR1201	Regency Park Subdivision Paving	Replace all concrete paving within Regency Park Subdivision. Install 4' sidewalk throughout the subdivision where possible within the right of way. Also evaluate the existing drainage system within the subdivision and replace inlets as needed.	Regency Park is the oldest concrete-paved subdivision in the City. In the last couple of years the pavement condition throughout the subdivision has become increasingly unacceptable. Because of the nature of the failures, it is not fiscally efficient to replace individual concrete slabs.

CITY OF PEARLAND
2011 - 2015 CAPITAL IMPROVEMENTS PROGRAM
SUMMARY - STREETS

PREF. NO.	PROJECT NO.	PROJECT NAME	PROJECT DESCRIPTION	JUSTIFICATION
	9 TR1202	Longwood Street Reconstruction	Replace existing Longwood Street from FM518 to Myrtlewood Dr. with minor collector profile, concrete curb and gutter with storm sewer. Also remove and replace 12" and 8" asbestos concrete water lines. Add 4' sidewalk on both sides of road. Also complete similar work on Paul Drive from Longwood to city limits and McDonald Drive from Dixie Farm Road to Longwood. Some pipeline relocations may be required.	All three of these streets are in the Thoroughfare Plan as minor collectors. The project is recommended at this time because of ongoing drainage issues. The City of Friendswood is currently in design to reconstruct Melody Lane (which becomes Paul at the city limits). The newly signalized intersection at McDonald and Dixie Farm Road has increased traffic on all three of these roads.
10	TR0811	Business Center Drive	Two lanes of Business Center Drive already exist from Broadway to the southern Pearland Town Center entrance. The limits of this project include the remaining two lanes from Broadway to the southern entry of the Pearland Town Center and four lanes from the southern Pearland entrance to the CR59. The proposed cross section is concrete curb and gutter with sidewalks. The project will also include improvements to the CR59 that will accommodate the increase in traffic.	This project will provide a secondary thoroughfare to alleviate traffic near the Pearland Town Center.

CITY OF PEARLAND
2011 - 2015 CAPITAL IMPROVEMENT PROGRAM
WATER

PREFERENCE NO.	PROJECT NO.	PROJECT NAME	YEAR OF APPROPRIATION	
1	WA42051	City of Houston Connection	2011	Construction
2	WA1001	General Engineering Consultant/CIP Administration	2011-2013	Administration
3	WA0812	Surface Water Plant	2014-2018	PER/Design/Construction
4	WA1101	Old Alvin Road Water	2011-2012	PER/Design/Construction
5	WA1102	SH 35 Water - South of Magnolia Road	2011-2012	PER/Design/Construction
6	WA1201	Old City Hall Ground Storage Tank	2012	Construction
7	WA1301	FM 1128 16" Waterline	2013-2014	ROW/Design/Construction
8	WA1302	CR 100 Waterline	2013-2014	ROW/Design/Construction
9	WA1303	McHard Rd. 16" Waterline.	2013-2014	ROW/Design/Construction
10	WA1304	Harkey Rd. from CR100 to CR128 & CR 128 from Harkey to Veterans.	2013-2014	ROW/Design/Construction
11	WA1305	Veterans Dr. Bailey Rd. to CR 128 16" Waterline	2013-2014	ROW/Design/Construction
12	WA1307	FM 521 Waterline (Broadway to Mooring Pointer)	2013-2014	Design/Construction
13	WA1308	SH35 Waterline from FM518 to Magnolia	2013-2014	PER/ROW/Design/Construction
14	WA1309	Pearland Parkway Waterline from Shadycrest to Dixie Farm Road	2013-2014	PER/Design/Construction
15	WA1401	Fellows Loop	2014-2015	PER/ROW/Design/Construction

Some projects are color coded to reflect major differences from last year's CIP.

Timing	
Additional money needed	
Project Budget Reduced	
New Project	

CITY OF PEARLAND
2011 - 2014 CAPITAL IMPROVEMENTS PROGRAM
SUMMARY - WATER

PREF. NO.	PROJECT NO.	PROJECT NAME	PROJECT DESCRIPTION	JUSTIFICATION
1	W42051	City of Houston Connection	This project provides for a 30 in. water transmission line to provide 10 MGD of fresh water to the City of Pearland. The transmission line is sized to dispense an additional 5 MGD. The project will provide for a connection from the City of Houston at Fuqua/Moers Rd. to the City of Pearland, with a flow meter and building in the City of Houston and a storage and treatment facility in the City of Pearland. The Alice Street Plant facility is to be expanded to accommodate the additional storage and treatment. The City of Pearland will contract with Gulf Coast Water Authority for the water supply from the City of Houston.	The City of Pearland's population growth will demand additional potable water supplies in the near term. This project will provide up to 10 MGD of water to be supplied, treated and distributed to the City.
2	WA1001	General Engineering Consultant/CIP Administration	The General Engineering Consultant, Pate Engineers, executes the Utility Capital Improvement Program, including planning, designing and construction of the Capital Improvement Program projects by managing, directing and coordinating the engineering and construction firms selected by the City of Pearland.	A contract was approved by City Council on 10/25/08 for Pate Engineers to perform the duties as the GEC for all Utility Projects and other Capital Projects. This project provides services necessary for the entire CIP and not project specific, like project management software, modeling software implementation, budget tracking and planning.
3	WA0812	Surface Water Plant	Phase I began in 2008-2009 with the purchase of property for the plant and interim work to protect erosion of neighbor's property will be constructed in 2010. In FY 2014, plant design will begin with a schedule to have the plant online in 2019. 10 MGD surface water plant is Phase I of ultimate 20 MGD plant.	Due to the slowdown of growth on the west side of the City, the demand for the plant is expected to occur in approximately 2019 instead of the original schedule of 2016.
4	WA1101	Old Alvin Road Water	13,200 Feet of 20-inch Water Line along Old Alvin Road from Magnolia Road to MChard Road.	This line is necessary for the distribution of the City of Houston connection. Size and route are based on the City's Water Model. Project coordinated with Old Alvin Road project.
5	WA1102	SH 35 Water - South of Magnolia Road	2,500 Feet of 16-inch Water Line along SH 35 (Main) from Magnolia Road to the South.	This line is necessary for the distribution of the City of Houston connection. Size and route are based on the City's Water Model.

CITY OF PEARLAND
2011 - 2014 CAPITAL IMPROVEMENTS PROGRAM
SUMMARY - WATER

PREF. NO.	PROJECT NO.	PROJECT NAME	PROJECT DESCRIPTION	JUSTIFICATION
	6 WA1201	Old City Hall Ground Storage Tank	Replace the boiled steel ground storage tank at the Old City Hall water well.	The existing boiled steel tank at the Old City Hall water well will be 25 years old in 2008. While the annual inspection of this tank revealed it to be in good condition, the inspector recommends that the tank be replaced because of its age. It will be replaced with a welded steel tank on the existing tank foundation.
	7 WA1301	FM 1128 16" Waterline	To install approximately 5,300 feet of 16-inch water line along FM 1128 (Manvel Rd) from Bailey Rd. to CR100.	This will loop the system from Veterans to FM1128 for pressure and fire protection based on 2007 Water Model Update for 2015 demand.
	8 WA1302	CR 100 Waterline	To install approximately 13,160 feet of 16-inch water line along CR 100 from Veterans Dr. to FM 1128 (Manvel Rd).	This will supply water for future development along this corridor based on the 2007 Water Model update and projected growth for 2015 demand.
	9 WA1303	McHard Rd. 16" Waterline.	Install approximately 42,800 feet of 16-inch water line along McHard Rd. from Mykawa Rd. to Business Center Dr.	This will be a second continuous connection between the east and west sides of the City. It will allow for more efficient water flow, better fire protection and the movement of water from the expanded Alice Street Water Plant.
	10 WA1304	Harkey Rd. from CR100 to CR128 & CR 128 from Harkey to Veterans.	To install approximately 13,300 feet of 12-inch water line from Harkey Rd/CR100 south to CR128 then east to Veterans Dr.	This will loop the system between Harkey Rd. and Veterans from CR100 to CR128 for pressure and fire protection based on 2007 Water Model Update for 2015 demand.
	11 WA1305	Veterans Dr. Bailey Rd. to CR 128 16" Waterline	To install approximately 5,300 feet of 16-inch water line on Veterans Dr. from Bailey Rd. south to CR 100 and continue an additional 5,300 feet with a 12-inch line from CR 100 to CR 128.	This will supply to the city limits and ETJ south of Bailey Rd. for future development based on 2007 Water Model Update for 2015 demand.
	12 WA1307	FM 521 Waterline (Broadway to Mooring Pointer)	7,500 feet of 16" water line along Alameda Rd from Broadway to Mooring Pointer.	Looping of transmission lines based on the City's water model.
	13 WA1308	SH35 Waterline from FM518 to Magnolia	Install approximately 1.5 miles of 12" water line along SH35 from FM518 to just south of Magnolia/John Lizer.	The existing water line is 6" and 8", portions of which are asbestos concrete (AC). The new line will connect 16" lines to the north and south and will avoid the possibility of brittle AC lines underneath future pavement.

CITY OF PEARLAND
 2011 - 2014 CAPITAL IMPROVEMENTS PROGRAM
 SUMMARY - WATER

PREF. NO.	PROJECT NO.	PROJECT NAME	PROJECT DESCRIPTION	JUSTIFICATION
14	WA1309	Pearland Parkway Waterline from Shadycrest to Dixie Farm Road	Install approximately 4,000 lf of 12" water line along future Pearland Parkway from Shadycrest to Dixie Farm Road. This project will be constructed in conjunction with the road extension project.	This project will connect 16" water lines to the north and south and provide an additional water source to residential neighborhoods in the area. Assume all survey and ROW funding from road project.
15	WA1401	Fellows Loop	To install approximately 14,400 feet of 12" waterline to loop from the termination of the existing waterline along the feeder road of BW 8 along Fellows to Cullen and terminate at Hawk.	Looping of distribution system

CITY OF PEARLAND
2011 - 2015 CAPITAL IMPROVEMENT PROGRAM
WASTEWATER

PREFERENCE NO.	PROJECT NO.	PROJECT NAME	YEAR OF APPROPRIATION	
1	WWW0902	Longwood WWTP Plant Rehabilitation	2011	Design/Construction
2	WWW1004	Barry Rose WWTP Barscreen and Sand Filter Rehabilitation	2011	Construction
3	WWW1103	WWM Project 2 Hatfield Basin Trunk Sewer Line	2011-2012	PER/ROW/Design/Construction
4	WWW1101	WWM Project 7 Twin Creek Regional SCADA Lift Station & Basin Rehab	2011-2012	PER/ROW/Design/Construction
5	WWW1102	Far Northwest WWTP Decanter Replacement and UV System Replacement	2011	Design/Construction
6	WWW1402	WWM Project 33 Orange Mykawa Lift Station Retirement	2014	PER/ROW/Design/Construction
7	WWW1306	WWM Project 5 Mykawa/Scott SCADA Lift Station	2013-2014	PER/ROW/Design/Construction
8	WWW1307	WWM Project 8 West Lea Lift Station	2013	PER/ROW/Design/Construction
9	WWW1308	WWM Project 17 West Oaks Lift Station Retirement	2013-2014	PER/Design/Construction
10	WWW1201	WWM Project 31A - Southdown (North Central) WWTP Expansion	2012-2015	PER/Design/Construction
11	WWW1202	WWM Project 19 - Broadway Trunk Sewer Extension	2012-2013	Design/Construction
12	WWW1305	WWM Project 20 - CR 403 Sewer from Smith Ranch Road to Cullen	2013-2014	PER/Design/Construction
13	WWW1301	WWM Project 11 Veterans Drive Lift Station Service Area	2013-2015	PER/ROW/Design/Construction
14	WWW1303	McHard Rd Trunk Sewer (Mykawa to Southdown WWTP)	2013-2014	ROW/Design/Construction
15	WWW1302	WWM Project 12 Roy/Max/Garden Roads Basins Sewage System	2013-2014	PER/ROW/Design/Construction
16	WWW1304	WWM Project 22 - Miller Ranch Rd. SCADA Lift Station	2013-2014	PER/ROW/Design/Construction
17	WWW1501	WWM Project 29A - JHEC WWTP Expansion	2015-2018	PER
18	WWW1401	WWM Project 21 Oak Brook Estates Lift Station	2014	ROW/Design/Construction
19	WWW1502	Barry Rose WWTP Plant Expansion	2015+	PER

Some projects are color coded to reflect major differences from last year's CIP.

Timing	
Additional money needed	
Project Budget Reduced	
New Project	

CITY OF PEARLAND
2011 - 2015 CAPITAL IMPROVEMENTS PROGRAM
SUMMARY - WASTEWATER

PREF. NO.	PROJECT NO.	PROJECT NAME	PROJECT DESCRIPTION	JUSTIFICATION
1	WW0902	Longwood WWTP Plant Rehabilitation	Construct improvements to rehabilitate the Longwood Wastewater Treatment Plant to reliably handle permitted flows. The improvements include replacing the lift station, replacing sand filters, centrifuge rehabilitation, and clarifier modifications.	The current plant lift station does not have adequate volume in the wet well for the pumps to operate efficiently during high flow conditions. The overall capacity of the wastewater treatment plant will not increase, so there will be no increase in operating costs. The existing sand filters are over 20 years old and are in extreme disrepair, with metal failures resulting in poor effluent turbidity and loss of sand. New cloth media disc filters in concrete basins will be constructed next to the existing filters. The centrifuge and clarifier work relates to normal equipment life.
2	WW1004	Barry Rose WWTP Barscreen and Sand Filter Rehabilitation	Replace the existing bar screen and sand filters.	The existing bar screen and sand filters are desperately in need of replacement, with recent failures of the bar screen and imminent metal failures in the filters.
3	WW1103	WWM Project 2 Hatfield Basin Trunk Sewer Line	Provide a 36" trunk sewer for approximately 6,230 feet along Hatfield Road from Magnolia Road to Broadway Street, 5,550 feet of 24" trunk sewer from Broadway Street to Hatfield Lift Station #2 and an additional 5,050 feet of 12" line connecting to the trunk main.	As many as seven (7) lift stations could be eliminated as part of this project. In addition, modeled overflows in the basin will be eliminated, as well as reducing I/I work to the Walnut Lift Station.
4	WW1101	WWM Project 7 Twin Creek Regional SCADA Lift Station & Basin Rehab	A new Twin Creek lift station near Pearland Parkway with various new gravity sewer lines in the service area.	Eliminate modeled overflows and heavy I/I in the basin. In addition, the new lift station and gravity lines will eliminate three (3) existing lift stations.
5	WW1102	Far Northwest WWTP Decanter Replacement and UV System Replacement	Replace the decanter assemblies in all four SBR basins at the Far Northwest WWTP. Replace the existing ultraviolet light system with a more reliable system.	We have had repeated problems with the decanters at the FNW plant. In the last two years, the City has had 3 failures, resulting in a basin being down for several weeks at a time. This is not a critical item yet, but will become critical as wastewater flows increase.
6	WW1402	WWM Project 33 Orange Mykawa Lift Station Retirement	Abandonment of lift station and installation of new 12-inch gravity sewer line along Mykawa from Orange to Walnut for approximately 3,386 feet.	Wastewater Modeling Needs - To be completed in coordination with Mykawa Road construction.
7	WW1306	WWM Project 5 Mykawa/Scott SCADA Lift Station	Replacement of the existing lift station, a new 12" force main, approximately 2,500 feet, from Mykawa to SH35 and a new 8 - 18" gravity line, approximately 3,430 feet along Mykawa from Scott Street to Shank.	The Mykawa-Scott basin has heavy I/I based on pump run time. Rehabilitation of the basin with the above improvements will reduce flow to the Barry Rose WWTP, reduce surcharging in the McHard 24" trunk sewer, and eliminate one lift station. Project will be coordinated with Mykawa Rd. Construction.

CITY OF PEARLAND
2011 - 2015 CAPITAL IMPROVEMENTS PROGRAM
SUMMARY - WASTEWATER

PREF. NO.	PROJECT NO.	PROJECT NAME	PROJECT DESCRIPTION	JUSTIFICATION
8	WW1307	WWM Project 8 West Lea Lift Station	Replace existing 6-inch with 8-inch force main along the sewer easement from the West Lea Lift Station to Quail Run Drive for approximately 697 feet.	Wastewater Modeling Needs
9	WW1308	WWM Project 17 West Oaks Lift Station Retirement	Abandonment of the West Oaks lift station and installation of a new 12-inch gravity sewer line along Harkey Road for approximately 771 feet.	Wastewater Modeling Needs.
10	WW1201	WWM Project 31A - Southdown (North Central) WWTP Expansion	This project consists of expansion of an additional 1-Mgd WWTP.	Presently the Southdown WWTP is a 0.95-mgd plant running at approximately 60% capacity. With projected growth in this area, a 1 Mgd expansion capacity is planned.
11	WW1202	WWM Project 19 - Broadway Trunk Sewer Extension	This project consists of a new 12" sewer line for approximately 1,160 feet along Broadway from Country Club Dr. to Regal Oaks Ln.	This project will provide gravity sewer to vacant properties north and south of Broadway east of Liberty/Country Club as well as eliminate Pirates Alley Lift Station.
12	WW1305	WWM Project 20 - CR 403 Sewer from Smith Ranch Road to Cullen	This project proposes approximately 5,275 feet of 15" and 5,500 feet of 18" sanitary sewer along CR 403 from Smith Ranch Road to Cullen.	These lines will provide sewer service to the properties along Smith Ranch Road and gravity sewers along 403, which could eliminate four existing lift stations: Autumn Lakes, South Hampton, Somersetshire, and Crystal Lake North. This project should be coordinated with the CR 403 Road project.
13	WW1301	WWM Project 11 Veterans Drive Lift Station Service Area	This project defines the extension of the trunk sewer south along Veterans Dr. as far as Dare Rd. with gravity sewer services follows: approximately 1,600 feet of 12" line, 16,680 feet of 18" line, and 4920 feet of 24" line.	This will allow gravity sewer for development south of Bailey Rd. and eliminate two lift stations (Park Village and Springfield).
14	WW1303	MChard Rd Trunk Sewer (Mykawa to Southdown WWTP)	Install, along MChard Rd, approximately 6,587 feet of 24" trunk sewer from Mykawa Rd to O'Day, 2,032 feet of 30" sewer from O'Day to Garden Rd, 6,247 feet of 36" sewer from Garden Rd to Stone Rd and 8,112 feet of 42" sewer from Stone Rd to Southdown WWTP.	This project will provide gravity sewer and is called for in the wastewater model. Extends Southdown service area to the east, picking up areas not currently served by City system.
15	WW1302	WWM Project 12 Roy/Max/Garden Roads Basin Sewage System	This project proposes approximately 4,940 feet of 18" trunk sewer along Broadway St. from Food Town's Lift Station to O'Day Rd, approximately 1,300 feet of 15" trunk sewer along Garden Rd from Broadway to the lift station and 1,200 feet of 12" sewer line along Roy / Max Rd from Broadway to Hickory Slough.	This project will eliminate modeled overflows and two existing lift stations (Food Town's, Garden Rd.)

CITY OF PEARLAND
2011 - 2015 CAPITAL IMPROVEMENTS PROGRAM
SUMMARY - WASTEWATER

PREF. NO.	PROJECT NO.	PROJECT NAME	PROJECT DESCRIPTION	JUSTIFICATION
16	WW1304	WWM Project 22 - Miller Ranch Rd. SCADA Lift Station	This project proposes approximately 1,500 feet of 15" trunk sewer along Miller Ranch Road north to Hickory Slough and collector sewers east to provide sewer service to new development south of Hickory Slough. The project includes approximately 1,300 feet of 10" and 1,350 feet of 8" sewers.	This project will provide sewer service to new development south of Hickory Slough after ground water problems were encountered during 2007 construction in the area of Miller Ranch Lift Station.
17	WW1501	WWM Project 29A - JHEC WWTP Expansion	A 4-mgd expansion, creating an 8-mgd waste water treatment plant (WWTP) facility at the John Hargrove Environmental Center.	This 4-mgd expansion is based on growth projections for the JHEC WWTP service area.
18	WW1401	WWM Project 21 Oak Brook Estates Lift Station	Abandonment of lift station and installation of new 12-inch gravity sewer line from Branch Hill Drive along a proposed back-lot easement to Dixie Farm Road for approximately 850 feet.	Wastewater Modeling Needs - To be completed when vacant properties to the southwest of the existing lift station develops.
19	WW1502	Barry Rose WWTP Plant Expansion	Complete a Preliminary Engineering Report to evaluate the timing and alternatives to expand the Barry Rose WWTP Plant from the existing 3.1 mgd to 4.5 mgd to serve expanding population in this service area.	The TCEQ rules require the initiation of engineering and financial planning to upgrade a wastewater treatment plant when the flows reach 75% of the plant capacity. The plant is currently treating approximately 50% of the capacity.

P&Z Agenda Item

E & F



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TBPE No. F-380

April 9, 2010

City of Pearland
Community Development
3523 Liberty Drive (Community Center)
Pearland, TX. 77581
281-652-1768; Fax: 281-652-1702
rkeller@ci.pearland.tx.us

Attn: Mr. Richard Keller

**RE: PARTIAL REPLAT OF
BELLAVITA AT GREEN TEE SECTION 5
PROPOSED 31 LOTS WIDENED FROM 37 LOTS
C.E.I. JOB NO. 98017-05.11**

Dear Mr. Keller,

Please allow this letter to officially withdraw the above referenced plat. We will re-submit on or before April 26th for consideration at the May 3rd Planning and Zoning Commission Meeting. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,
CENTURY ENGINEERING, INC.

Gina A. Nelson, P.E.
Project Manager

cc: Mr. Brian Gibson, Friendswood Development Company;
550 Greens Parkway, Suite 100, Houston, Texas 77067-4526, (281)-874-8558

P&Z Agenda Item

G

Discussion Items

**ADJOURN
MEETING**