

## SIXTH AMENDMENT TO COMMUNICATIONS FACILITIES LICENSE

This SIXTH AMENDMENT TO COMMUNICATIONS FACILITIES LICENSE ("**Sixth Amendment**"), dated as of the Effective Date (as hereinafter defined), is by and between the **City of Mesquite**, a Texas home rule municipality, having a mailing address of 1515 N. Galloway Avenue, Mesquite, TX 75149 ("**City**") and **Cellco Partnership d/b/a Verizon Wireless**, having a principal office located at One Verizon Wireless Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("**Licensee**").

WHEREAS, City and Dallas MTA, L.P. d/b/a Verizon Wireless entered into a Communications Facilities License dated October 13, 1997, whereby City licensed to Licensee use of certain premises therein described that are a portion of the premises owned by the City located at 1101 E. Main Street, Mesquite, Texas 75149 (the "**Original License Agreement**"); and

WHEREAS, the Original License Agreement has been amended by: (i) the First Amendment to Communications Facilities License dated as of June 5, 2012 ("**First Amendment**"); (ii) the Second Amendment to Communications Facilities License dated as of March 19, 2015 ("**Second Amendment**"); (iii) the Third Amendment to Communications Facilities License dated as of July 30, 2015 ("**Third Amendment**"); (iv) the Fourth Amendment to Communications Facilities License dated as of July 18, 2017 ("**Fourth Amendment**"); and (v) the Fifth Amendment to Communications Facilities License dated March 7, 2018 ("**Fifth Amendment**"); and

WHEREAS, the Original License Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment are collectively referred to in this Sixth Amendment as the "**Agreement**"; and

WHEREAS, all capitalized terms used in this Sixth Amendment but not defined herein have the same meanings as defined in the Agreement; and

WHEREAS, pursuant to Assistant Secretary's Certificate dated January 14, 2019, Dallas MTA, L.P. was dissolved by operation of law effective December 31, 2018 and its assets and liabilities redistributed to Cellco Partnership; and

WHEREAS, the City and Licensee desire to further amend the Agreement as more fully set forth herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Licensee agree as follows:

1. **Amendment of Site Plan.** The SITE PLAN attached as Attachment A-2(A) to the Fifth Amendment is hereby deleted and replaced with **Attachment A-2(B)**, attached hereto and incorporated herein by reference. As of the Effective Date, all references in the Agreement to Attachment A-2 and Attachment A-2(A) are references to Attachment A-2(B).

2. **Amendment of Equipment Compound and Antenna Facilities.** The list of Equipment and Compound Facilities attached as Attachment B-4 to the Fifth Amendment is hereby deleted and replaced with **Attachment B-5**, attached hereto and incorporated herein by reference. As of the Effective Date, all references in the Agreement to Attachments B, B-1, B-2, B-3, and B-4 are references to Attachment B-5.

3. **Equipment.** From and after the Effective Date, the City agrees that Licensee may install the equipment described in Attachment B-5 on the Premises.

4. **Permitted Antenna Facilities and Equipment.** From and after the Effective Date, the Antenna Facilities and equipment permitted under the terms of the Agreement are limited to the Antenna Facilities and equipment described in Attachment B-5.

5. **Term.** Section 3, "Term" of the Agreement is hereby deleted in its entirety and replaced with the following effective October 1, 2022:

3.01 Effective October 1, 2022 this Agreement shall be for an initial term of 5 years, commencing on the 1st day of October, 2022 at 12:01 a.m. CST ("**Date of Commencement**") and terminating on the 30th day of September, 2027 at 11:59 p.m.

3.02 LICENSEE is granted the option to renew this license for four (4) additional five (5) year terms, after the initial term expires. Each five (5) year extension term shall be automatically exercised unless LICENSEE terminates the Agreement at the end of the then-current term by giving CITY written notice of the intent to terminate at last (6) months prior to the end of the then-current term. All the terms and covenants of the Agreement apply to all extension periods, subject to amendment by the mutual agreement of the parties, in writing and signed by both parties. At the expiration of all of the extension periods provided herein, unless otherwise renewed or superseded, this Agreement shall continue from month to month under the terms and conditions set forth herein, and it may be terminated by either party upon at least thirty (30) days written notice to the other party.

6. **Rental Fees Increase.** Licensee agrees to increase the Rental Fees payable by Licensee to the City pursuant to the terms of the Agreement by FOUR THOUSAND TWO HUNDRED DOLLARS (\$4,200.00) annually commencing with, and included with, the next Payment Due Date after execution of this Sixth Amendment. In subsequent years, the Rental Fees will increase in accordance with Paragraph 7 below.

7. **Payment Terms and Conditions.** The last sentence of Appendix "B" Payment Terms and Conditions is hereby deleted in its entirety and replaced with the following:

Each year, this Agreement shall be on the same terms and conditions as set forth herein except that Rental Fees shall be increased by three percent (3%) annually.

8. **Notices.** Licensee's notice address in Section 18.01 of the Agreement is hereby deleted and replaced with the following:

Licensee: Cellco Partnership d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, NJ 07921  
Attn: Network Real Estate

9. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Sixth Amendment, the terms of this Sixth Amendment shall control. This Sixth Amendment amends the Agreement in no other manner except as expressly set forth herein. The Parties acknowledge and agree that Exhibit A-3 of the Agreement has not been revised in any way by this Amendment. Except as expressly set forth in this Sixth Amendment, the Agreement is unmodified and remains in full force and effect. Each reference to the "Agreement" in the Agreement shall be deemed to refer to the Original License Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and this Sixth Amendment.

10. **Effective Date.** This Sixth Amendment shall not be effective unless and until it is executed by both the City and the Licensee. "**Effective Date**" as used herein means the later of the two dates this Sixth Amendment is executed by the City and Licensee.

11. **Signing Authority.** City and Licensee each warrant to the other that the person executing this Sixth Amendment on behalf of the warranting party has the full right, power and authority to enter into, and execute, this Sixth Amendment on that party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Sixth Amendment.


12. **Entire Agreement.** This Sixth Amendment, together with its attachments, sets forth the entire agreement of the parties with respect to the matters set forth herein. There are no oral agreements between the parties.

*[Signatures on following page]*

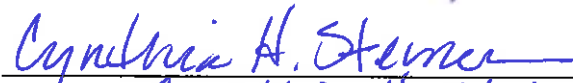
IN WITNESS WHEREOF, the City and the Licensee have executed this Sixth Amendment on the dates set forth below:

**CITY:**

**City of Mesquite,**  
a Texas home rule municipality

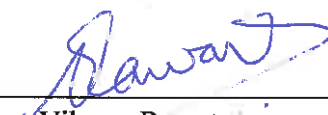
By:   
Printed Name: Cliff Kehring  
Title: City Manager  
Date: 3-5-19

**APPROVED AS TO FORM:**

By:   
Printed Name: Cynthia H. Steiner  
Title: Assistant City Attorney  
Date: 3-5-2019

**LICENSEE:**

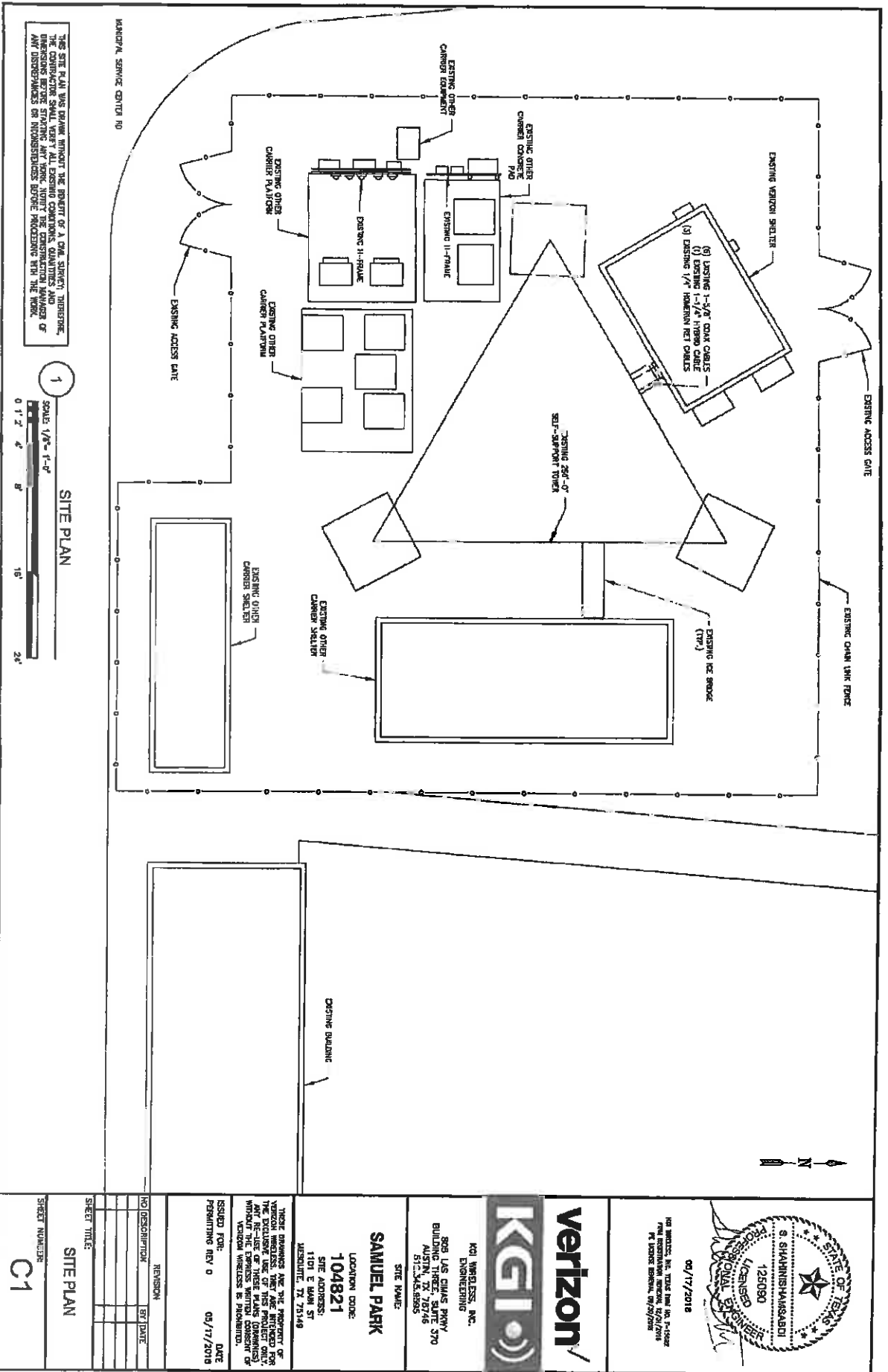
**Cellco Partnership d/b/a Verizon Wireless**

By:   
Vikram Rawat  
Executive Director - Network Field Engineering  
Date: 03/01/19

**ATTACHMENT A-2(B)**

**Site Plan**

(See attached, 2-page Site Plan)



THE SITE PLAN AND EQUIPMENT LOCATIONS ARE THE PROPERTY OF KCI WIRELESS, INC. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND UTILITIES PRIOR TO ANY CONSTRUCTION. ANY DISCREPANCIES OR DISCOVERIES BEFORE PROCEEDING WITH THE WORK.

1  
SCALE: 1/8" = 1'-0"  
0' 1' 2' 4' 8' 16' 24'

SITE PLAN



03/17/2018

KCI WIRELESS, INC. 10000 N. MCMURDO BLVD. SUITE 100  
DALLAS, TEXAS 75243  
P: 972.960.0000  
F: 972.960.0000



KCI WIRELESS, INC.  
ENGINEERING  
800 LAS CLAY DRIVE  
BUILDING THREE, SUITE 370  
AUSTIN, TX 78746  
512.345.6595

SITE NAME:  
**SAMUEL PARK**

LOCATION CODE:  
**104821**

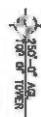
SITE ADDRESS:  
1101 E MAIN ST  
AUSTIN, TX 78746

THESE DRAWINGS ARE THE PROPERTY OF KCI WIRELESS, INC. AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE EXPRESS WRITTEN CONSENT OF KCI WIRELESS, INC. ANY VIOLATION OF THIS NOTICE IS PROHIBITED.

ISSUED FOR: DATE  
PERMITTING REV 0 03/17/2018

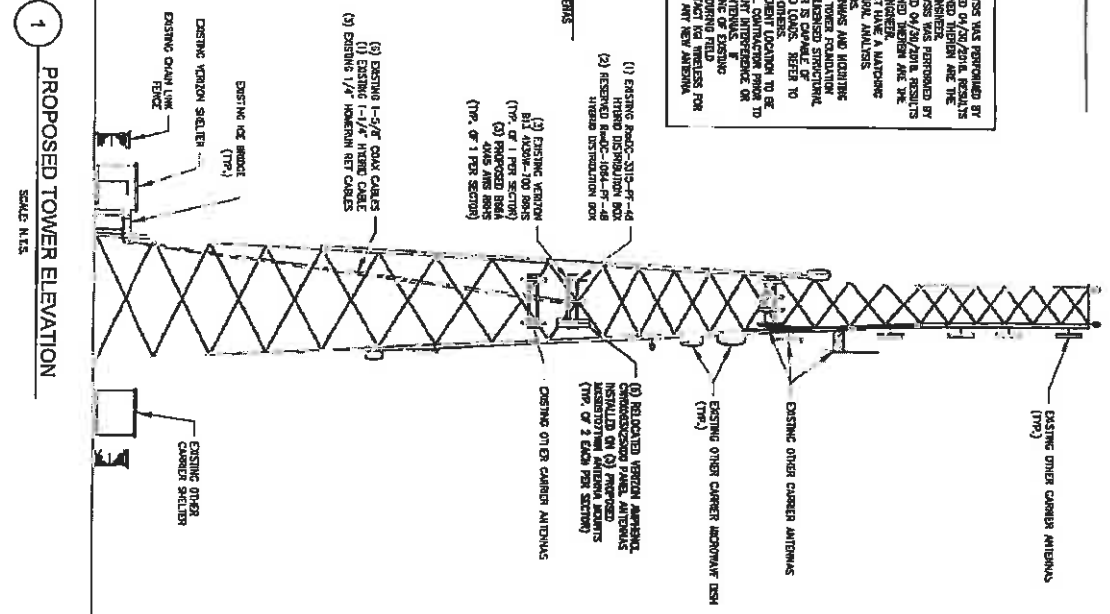
REVISION  
NO DESCRIPTION BY DATE

SHEET TITLE:  
SHEET NUMBER:  
**C1**

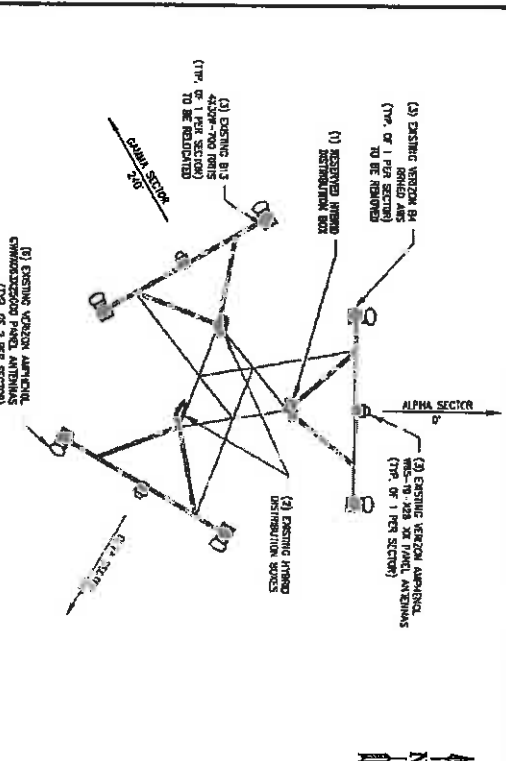


1. TOWER STRUCTURAL ANALYSIS WAS PERFORMED BY MAJOR ENGINEERING DATED 04/26/2016. RESULTS AND CONCLUSIONS CONTAINED HEREIN ARE THE PROPERTY OF MAJOR ENGINEERING. 2. MAJOR ENGINEERING HAS NOT PERFORMED A VISUAL INSPECTION OF THE TOWER. 3. MAJOR ENGINEERING HAS NOT PERFORMED A VISUAL INSPECTION OF THE ANTENNAS. 4. MAJOR ENGINEERING HAS NOT PERFORMED A VISUAL INSPECTION OF THE FOUNDATION. 5. MAJOR ENGINEERING HAS NOT PERFORMED A VISUAL INSPECTION OF THE SURROUNDING AREA. 6. MAJOR ENGINEERING HAS NOT PERFORMED A VISUAL INSPECTION OF THE WEATHERING. 7. MAJOR ENGINEERING HAS NOT PERFORMED A VISUAL INSPECTION OF THE LIGHTNING PROTECTION. 8. MAJOR ENGINEERING HAS NOT PERFORMED A VISUAL INSPECTION OF THE CORROSION. 9. MAJOR ENGINEERING HAS NOT PERFORMED A VISUAL INSPECTION OF THE VIBRATION. 10. MAJOR ENGINEERING HAS NOT PERFORMED A VISUAL INSPECTION OF THE THERMAL STRESS. 11. MAJOR ENGINEERING HAS NOT PERFORMED A VISUAL INSPECTION OF THE MECHANICAL STRESS. 12. 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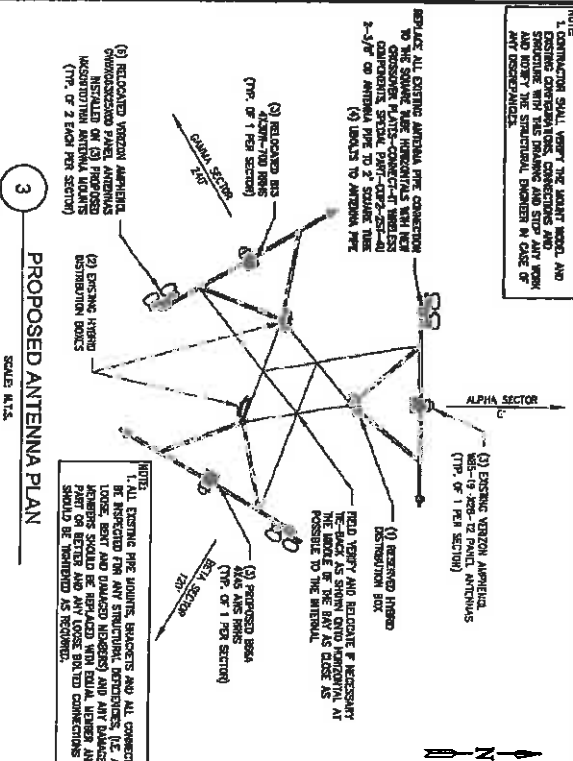
1 PROPOSED TOWER ELEVATION  
SCALE: N.T.S.



2 EXISTING ANTENNA PLAN  
SCALE: N.T.S.



3 PROPOSED ANTENNA PLAN  
SCALE: N.T.S.



KGW WIRELESS, INC.  
ENGINEERING  
805 LAS CAJAS DRIVE  
AUSTIN, TX 78744  
512.465.9593  
SITE NAME:  
SHEET NUMBER: C2

SHEET TITLE:  
TOWER ELEVATION  
AND ANTENNA PLANS

REVISION  
NO. DESCRIPTION BY DATE

ISSUED FOR:  
PERMITTING REV. D 06/17/2016 DATE

THESE DRAWINGS ARE THE PROPERTY OF  
KGW WIRELESS, INC. AND ARE NOT TO BE  
REPRODUCED OR USED IN ANY MANNER  
WITHOUT THE EXPRESS WRITTEN CONSENT OF  
KGW WIRELESS, INC. PROJECT NO. 104821  
SHEET NUMBER: C2

STATE OF TEXAS  
S. SHANNISHAMAR  
125090  
LICENSED PROFESSIONAL ENGINEER  
06/17/2016

## **ATTACHMENT B-5**

### **Equipment Compound and Antenna Facilities**

Equipment Compound and Shelter: 11'-8" x 16' area identified as the Licensee's Shelter on Attachment A-2(B) and A-3.

#### **Antenna Facilities:**

Type: (6) Amphenol CWWX063X25G00 antennas  
(3) Amphenol W85-19-X28 antennas  
(3) ALU B66A RRH4x45W-AWS RRHs  
(3) ALU B13 RRH 4 x 30W RRHs  
(1) Raycap RXXDC-3315-PF-48 OVP Box  
(2) Raycap RXXDC-1064-PF-48 Sector Boxes  
(3) Amphenol MKS09T07TWIN mounts

Centerline Height: 121-124'

Cables: (6) 1-5/8" coax cables  
(1) 1-1/4" hybrid fiber cable  
(3) 1/4" homerun RET cables

Fiber Junction Box and 4" Fiber Conduit



**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Cellco Partnership d/b/a Verizon Wireless  
Basking Ridge, NJ United States

Certificate Number:  
2018-430104

Date Filed:  
12/03/2018

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Mesquite

Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

305195

Tower at Service Center - Samu - Samuel Park 104821 - Equipment change on existing tower - swapping out 3 radio units on the tower and adding 3 mounting brackets

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Cellco Partnership d/b/a Verizon Wireless	Basking Ridge, NJ United States	X	
	KGI Wireless	Austin, TX United States		X
	Baker, Donelson, Bearman, Caldwell & Berkowitz, PC	Nashville, TN United States		X

5 Check only if there is NO Interested Party. ☐

**6 UNSWORN DECLARATION**

My name is Vikram Rawat

and my date of birth is May 17, 1968.

My address is 600 Hidden Ridge  
(street)

Irving  
(city)

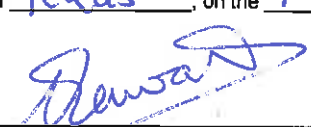
TX  
(state)

75038  
(zip code)

USA.  
(country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 1 day of March, 2019  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)