

1. Agenda

Documents:

[2021-09-07 PLANNING COMMISSION - PUBLIC AGENDA-1653.PDF](#)

2. Meeting Materials

Documents:

[2021-09-07 PLANNING COMMISSION - FULL AGENDA-1653.PDF](#)

## **AGENDA**

Regular Meeting of the  
Nichols Hills Planning Commission  
Tuesday, September 7, 2021 at 5:30 PM  
City Hall, 6407 Avondale Drive  
Nichols Hills, OK 73116

If special assistance is needed for this meeting by any person wishing to attend, please contact the City Clerk's office no later than 48 hours prior to the meeting, and such assistance will be provided.

Official action may be taken by the Planning Commission only on items that appear on this Agenda. The Planning Commission may dispose of the business set out on this Agenda by adopting, approving, denying, continuing, or taking other action as to each item, as determined by the Planning Commission.

1. Call to Order
2. Roll Call
3. Citizens Desiring to be Heard

The purpose of this time is to allow members of the public to speak to the Planning Commission on any matter that is not otherwise set for consideration on this Agenda.

4. Minutes
  - a. May 4, 2021 Minutes
  - b. June 1, 2021 Minutes

5. Public Hearings

Discussion, consideration, and possible approval of the following:

- a. The issuance of a special permit to T-Mobile, represented by Branch Communication, for the purpose of replacing and/or adding new antennas and other equipment on existing tower located in the 1800 block of Westminster, Nichols Hills, Oklahoma, and entering an agreement with respect to the same.

6. Adjournment

I certify that the forgoing was filed in the Office of the City Clerk at 3:10 PM on the 3<sup>rd</sup> day of September, 2021 and posted in prominent view on the window at City Hall, 6407 Avondale Drive, at 3:30 PM on the 3<sup>rd</sup> day of September, 2021; posted to the City of Nichols Hills website at <http://www.nicholshills.net> at 5:00 PM on the 3<sup>rd</sup> of September, 2021; and transmitted by email at 5:00 PM on the 3<sup>rd</sup> day of September, 2021 to those persons who have requested to be included on such notices pursuant to the Open Meeting Act and to those who have requested such notice.



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City Clerk  
City of Nichols Hills, Oklahoma

## **AGENDA**

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City Clerk  
City of Nichols Hills, Oklahoma

## MINUTES

Regular Meeting of the  
Nichols Hills Planning Commission  
Tuesday, May 4, 2021 at 5:30 PM  
City Hall, 6407 Avondale Drive  
Nichols Hills, OK 73116

1. Call to Order
2. Roll Call

| Attendee Name   | Title    | Status  | Arrived |
|-----------------|----------|---------|---------|
| Ron Byrne       |          | Present |         |
| Mike Biddinger  |          | Present |         |
| Doug Franklin   |          | Absent  |         |
| Tim Cheek       |          | Present |         |
| Barbara Gilbert |          | Present |         |
| John McCaleb    | Chairman | Present |         |

3. Citizens Desiring to be Heard

The purpose of this time is to allow members of the public to speak to the Planning Commission on any matter that is not otherwise set for consideration on this Agenda.

No one expressed a desire to be heard.

4. Minutes

- a. February 2, 2021 Minutes

**MOTION:** Byrne moved to approve the February 2, 2021 minutes as presented. Cheek seconded the motion.

|                  |                                           |
|------------------|-------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>               |
| <b>MOVER:</b>    | Ron Byrne                                 |
| <b>SECONDER:</b> | Tim Cheek                                 |
| <b>AYES:</b>     | Byrne, Biddinger, Cheek, Gilbert, McCaleb |
| <b>ABSENT:</b>   | Franklin                                  |

5. Public Hearings

Discussion, consideration, and possible recommendation of approval of the following:

- a. **PUBLIC HEARING:** An ordinance amending Section 50-372 of the Nichols Hills City Code regarding drainage information required for Building Commission Certificate of Approval applications; repealing all conflicting ordinances or parts of ordinances; providing for severability; and declaring an emergency.

Following the discussion among Planning Commission members and staff, Chairman McCaleb opened the public hearing.

Building Commission Chairman John Lippert and Building Commissioner Larry Herzel reviewed with the Planning Commission the request for amending Section 50-372 of the Nichols Hills City Code regarding drainage.

Seeing no others expressing a desire to be heard, the public hearing was closed.

**MOTION:** Gilbert moved to recommend the City Council approve agenda item 5a subject to amending Section 50-372 to read “Impervious surface means a surface that is hard and impenetrable that does not allow stormwater infiltration into the underlying soil. Impervious surfaces include streets, roofs, parking lots, and walkways, any of which are made of asphalt, concrete, brick, stone, or plastics.” Cheek seconded the motion.

|                  |                                           |
|------------------|-------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>               |
| <b>MOVER:</b>    | Barbara Gilbert                           |
| <b>SECONDER:</b> | Tim Cheek                                 |
| <b>AYES:</b>     | Byrne, Biddinger, Cheek, Gilbert, McCaleb |
| <b>ABSENT:</b>   | Franklin                                  |

## 6. Items for Separate Vote

Items listed in this section of this Agenda are usually discussed, considered, and voted on individually by the Planning Commission.

Discussion, consideration, and possible approval of the following:

- a. Floor Area Ratio, Building Lot Coverage, and Setback requirements for properties in the residential zoning districts.

Building Commission Chairman John Lippert and Building Commissioner Larry Herzel discussed with the Planning Commission members the challenges with the ordinances concerning floor area ratio, building lot coverage, and setback requirements for properties in the residential zoning districts.

Following discussion among Planning Commission members and staff, Planning Commission directed staff to schedule a joint meeting with the Building Commission, Planning Commission and City Council to address the concerns.

## 7. Adjournment

|                  |                                           |
|------------------|-------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>               |
| <b>MOVER:</b>    | Ron Byrne                                 |
| <b>SECONDER:</b> | Tim Cheek                                 |
| <b>AYES:</b>     | Byrne, Biddinger, Cheek, Gilbert, McCaleb |
| <b>ABSENT:</b>   | Franklin                                  |

\_\_\_\_\_  
Chairman  
Planning Commission  
City of Nichols Hills, Oklahoma

\_\_\_\_\_  
City Manager  
Planning Commission  
City of Nichols Hills, Oklahoma

\_\_\_\_\_  
City Clerk  
City of Nichols Hills, Oklahoma

## MINUTES

Regular Meeting of the  
Nichols Hills Planning Commission  
Tuesday, June 1, 2021 at 5:30 PM  
City Hall, 6407 Avondale Drive  
Nichols Hills, OK 73116

**Original agenda filed in the Office of the City Clerk at 1:05 PM on  
the 28<sup>th</sup> day of May, 2021.**

1. Call to Order
2. Roll Call

| Attendee Name   | Title    | Status  | Arrived |
|-----------------|----------|---------|---------|
| Ron Byrne       |          | Absent  |         |
| Mike Biddinger  |          | Absent  |         |
| Doug Franklin   |          | Present |         |
| Tim Cheek       |          | Present |         |
| Barbara Gilbert |          | Present |         |
| John McCaleb    | Chairman | Present |         |

3. Items for Separate Vote

Items listed in this section of this Agenda are usually discussed, considered, and voted on individually by the Planning Commission.

Discussion, consideration, and possible approval of the following:

- a. Floor area ratio requirements in the R-1-60, R-1-75, E-1, E-2, R-2, and R-3 Residential Zoning Districts.
- b. Building Lot Coverage Requirements in the R-1-60, R-1-75, E-1, E-2, R-2, and R-3 Residential Zoning Districts.
- c. Rear yard setback requirements in the R-1-60, R-1-75, E-1, E-2, R-2, and R-3 Residential Zoning Districts.
- d. Side yard setback requirements in the R-1-60, R-1-75, E-1, E-2, R-2, and R-3 Residential Zoning Districts.
- e. Amendments to Section 50-3 of the City Code (Zoning) regarding definitions of the following words, terms and phrases used in Chapter 50 of the City Code, including establishment of formulas and diagrams for calculating the same:

- i. Building coverage
- ii. Lot coverage
- iii. Centroid
- iv. Floor area, gross
- v. Floor area ratio
- vi. Attic
- vii. Buildable area
- viii. Building height
- ix. Lot depth
- x. No-build vertical envelope

Building Commission Chairman John Lippert and Building Commissioner Larry Herzel presented the items of concern that have come before the Building Commission. City Council, Planning Commission, Building Commission members, and staff discussed agenda items 3a - 3e at great length. The Building Commission members were directed to draft proposed changes to Section 50 of the City Code (Zoning) and present to the Planning Commission.

#### 4. Adjournment

Chairman McCaleb adjourned the meeting.

\_\_\_\_\_  
Chairman  
Planning Commission  
City of Nichols Hills, Oklahoma

\_\_\_\_\_  
City Manager  
Planning Commission  
City of Nichols Hills, Oklahoma

\_\_\_\_\_  
City Clerk  
City of Nichols Hills, Oklahoma



## **CITY OF NICHOLS HILLS**

### **NOTICE OF PUBLIC HEARINGS CITY OF NICHOLS HILLS, OKLAHOMA CASE NO. PC-2021-01**

Notice is hereby given that T-Mobile, represented by Branch Communications, has filed an application ("the Application") with the City of Nichols Hills, Oklahoma for approval of a special permit for the following described property:

Existing water tower located at the NW corner of Westminster Place and Greystone Avenue in Nichols Hills, Oklahoma.

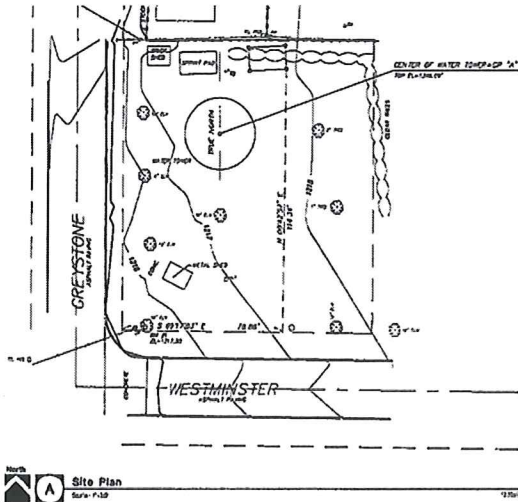
The zoning of this property is "R-1-60" Single Family Residential District. The Application requests a special permit to replace and/or add new antennas and other equipment for T-Mobile, to be located on or adjacent to the water tower owned by the City of Nichols Hills, Oklahoma. The Application and supporting documentation may be inspected in the office of the City Clerk during regular business hours.

The Application will be considered at public hearings to be held by the Nichols Hills Planning Commission on Tuesday, September 7, 2021 at 5:30 p.m., and by the Nichols Hills City Council on Tuesday, September 14, 2021 at 5:30 p.m. These public hearings will be held in the Council Chambers at Nichols Hills City Hall, 6407 Avondale Drive, Nichols Hills, Oklahoma, 73116.

Any person may address the Nichols Hills Planning Commission and Nichols Hills City Council at the public hearings. Written support for or protest against the proposed special permit may be mailed or hand-delivered to the City Clerk at 6407 Avondale Drive, Nichols Hills, Oklahoma, 73116. Written support or protests must be received by the City Clerk not less than three (3) days before the public hearing.

Attachment: PC-2021-01 Packet (5333 : T-Mobile - Special Permit Application)

The following map shows the area affected by the Application:



Dated this 16<sup>th</sup> day of August, 2021.

*Amanda Copeland*

Amanda Copeland, City Clerk  
City of Nichols Hills, Oklahoma



## CITY OF NICHOLS HILLS, OKLAHOMA

### Application for Special Permit Communication Device

Staff use only

Case # \_\_\_\_\_

Date filed \_\_\_\_\_

Fee receipt # \_\_\_\_\_

Twelve original sets and one electronic version of this completed application (including 12 original sets of the required attachments listed below) and the required fee should be submitted to the Nichols Hills City Clerk, 6407 Avondale Drive, Nichols Hills, Oklahoma 73116.

Applicant is encouraged to consult Sec. 50-127, *Communications Tower and Antenna Regulations*, of the Nichols Hills City Code when completing this Application. Note that Sec. 50-127 does not require a special permit for all communication devices.

This Application requires recommendation for approval by the Nichols Hills Planning Commission and approval of the Nichols Hills City Council.

Attach a separate sheet to provide complete answers if necessary.

Applicant's name: Kelly Hobbs-Branch Communications-Agent for T-Mobile

Primary contact: Kelly Hobbs / Wayne Dozier

Mailing address: 1900 NW Expressway, Ste. 800, OKC, OK 73118

Telephone number(s): 405-996-6714 / 405-620-2253

Email address(es): kelly.hobbs@branchcomm.net / wayne.dozier@branchcomm.net

This is an application to: [check all that apply]

- ☐ Construct a communication tower
- ☐ Locate an at-grade dish antenna(s) with a diameter exceeding two meters
- ☐ Locate an antenna or antenna array within a structure as an architectural element
- ☐ Install an additional antenna(s) or antenna array on an existing communications tower, sign structure, or municipal water tower
- ☒ Replace an antenna(s) or antenna array on an existing communications tower, sign structure, or municipal water tower
- ☐ Use the City's utility pole(s) (traffic signal poles, street light poles, and flag poles) associated with a distributed antenna system

Address or descriptive location of proposed device(s) <sup>1</sup>: existing water tower at 1847 Westminster Pl

Explain the need for the proposed device(s): Improve cellular service in the area .

The following must be attached to this Application:

1. **Proof of authority.** Proof of applicant's authority to make this Application as to the property for which the special permit is desired by attaching a copy of the applicable deed evidencing applicant's ownership, a copy of the applicable lease evidencing applicant's leasehold interest, or an affidavit regarding ownership (a form for which is attached to this Application).

<sup>1</sup> If metes and bounds description, please attach.

2. **Ownership list.** Report certified by the Oklahoma County Assessor stating the names, addresses, and contact information for the owners of property within a 300-foot radius of the exterior boundary of the proposed site for the device.
3. **Survey and site map.** Certified survey and detailed site map.
4. **Project plans.** Detailed and certified project plans.
5. **Structural engineer review.** If a tower or architectural element is included, certified review by a licensed structural engineer.

This Application will be considered officially submitted and filed only after it is examined by the Director of Public Works and the City Clerk and found to have met the applicable requirements of Sec. 50-127 and those set out in this Application and after the fee of \$750 as required by Sec. 50-327 of the Nichols Hills City Code has been paid. At that time, the City Clerk will set the Application for hearing before the Nichols Hills Planning Commission and the Nichols Hills City Council. Applicant will be advised of the date and time for those hearings. It is highly recommended that applicant attend (or have a representative attend) the hearings and be prepared to answer questions.

The above statements in this Application and all attachments to it are true and correct.

Submitted and agreed to this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature: \_\_\_\_\_

Print applicant's full legal name: \_\_\_\_\_

Print signatory party's title if applicant is a legal entity: \_\_\_\_\_

**Form of affidavit regarding ownership****Affidavit**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

[Full legal name], being first duly sworn, stated:

1. My name is **[full legal name]**. My address is **[full address]**. I am over the age of 18. I am a resident of the State of **[state]**. I have personal knowledge of the matters stated in this Affidavit.
2. I am the applicant for a special permit for a communication device pursuant to the Nichols Hills City Code.
3. I am the current and legal owner of the property in the City of Nichols Hills with the address of **[insert address]** and more particularly described as:

***[Insert legal description]***

4. This address and legal description accurately describe the property for which the special permit for a communication device is requested.

I declare to the best of my knowledge and belief that the information in this Affidavit is true, correct, and complete.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
***[Full legal name]*****Notary Acknowledgment**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Comm. No. \_\_\_\_\_

This conveyance was approved on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the City Council of the City of Nichols Hills, Oklahoma, pursuant to the Nichols Hills Subdivision Regulations as adopted by the Nichols Hills City Code.

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_



July 1, 2021

Kelly Hobbs  
T-Mobile (Oklahoma)  
4533 Enterprise Drive  
Oklahoma City, OK 73128

Branch Engineering, LLC  
7335 S. Lewis Ave.,  
Suite 300  
Tulsa, OK 74136  
(918) 949-4551

**Subject:** Water Tower Structural Letter

**Carrier Designation:** T-Mobile (Oklahoma) Anchor

Carrier Site Number: OK01201F  
Carrier Site Name: Greystone

**T-Mobile Central, LLC:** Site Number: OK01201F  
Site Name: Greystone

**Engineering Firm Designation:** Branch Engineering, LLC Report Designation: 11131

**Site Data:** 1847 Westminster Pl., Nichols Hills, Oklahoma County, OK 73120  
Latitude 35°33'31.42" Longitude -97°33'28.87"

**Structure Information:** Tower Height & Type: Water Tank

Dear Kelly Hobbs,

Branch Engineering, LLC is pleased to submit this "Structural Letter" to determine the structural integrity of the above mentioned Water Tower supported telecommunications site.

The purpose of the assessment is to determine acceptability of the water tower to sufficiently support the telecommunications equipment presented in this report. Based on our professional opinion we have determined the suitability for the structure and foundation, under the following load case, to be:

Existing + Proposed Equipment **Sufficient Capacity**  
Note: See Table 1 for the proposed and existing loading information.

The assessment has been performed in accordance with the ASCE 7 standard and the 2015 International Building Code based upon a wind speed of 115 mph 3-second gust.

All equipment proposed in this report shall be installed in accordance with the drawings for the determined available structural capacity to be effective.

We at Branch Engineering, LLC appreciate the opportunity of providing our continuing professional services to you and Branch Communications. If you have any questions or need further assistance on this or any other projects, please give us a call.

Respectfully Submitted by: Branch Engineering, LLC  
COA: 8525, Expires: 06/30/2022

Jerod Dotson, P.E.



## TABLE OF CONTENTS

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### 2) ASSESSMENT CRITERIA

Table 1 - Proposed Equipment Configuration  
Table 2 - Documents Provided

### 3) ASSESSMENT PROCEDURE

3.1) Assessment Method  
3.2) Assumptions

### 4) ASSESSMENT RESULTS

4.1) Recommendations

## 1) INTRODUCTION

The proposed telecommunications equipment will be located on the pipe mounts on the water tower **2028 Westchester Dr, The Village, Oklahoma County, OK 73120**. There are existing telecommunications antennas mounted at 78' in all three sectors. All information provided to Branch Engineering was assumed accurate and complete.

## 2) ASSESSMENT CRITERIA

The structural assessment was performed for this structure in accordance with the 2015 International Building Code and the ASCE 7 Design Standard. The TIA-222-H apply to telecommunications towers. Although telecommunications equipment is present, this structure is primarily a water tower and is more appropriately assessed with the ASCE 7 Standard. The ultimate design wind speed for this location is 115 mph 3-second gust.

**Table 1 - Proposed Equipment Configuration**

| Mount Centerline (ft) | Antenna Centerline (ft) | Number of Antennas | Antenna Manufacturer | Antenna Model  | Number of Feed Lines | Feed Line Size (in) | Note |
|-----------------------|-------------------------|--------------------|----------------------|----------------|----------------------|---------------------|------|
| 78.0                  | 78.0                    | 3                  | Commscope            | FFVV-65C-R3-V1 | 2                    | Fiber               | -    |
|                       |                         | 3                  | Nokia                | AEHC           |                      |                     |      |
|                       |                         | 3                  | Nokia                | AHLOA          |                      |                     |      |
|                       |                         | 3                  | Nokia                | AHFIG          |                      |                     |      |
|                       |                         | 2                  | Nokia                | HCS 2.0        |                      |                     |      |

**Table 2 - Documents Provided**

| Document               | Remarks                                  | Reference        | Source   |
|------------------------|------------------------------------------|------------------|----------|
| Mount Mapping Document | Skeyesight Services, LLC<br>Project#6249 | Dated.01/29/2021 | Branch   |
| Loading Document       | T-Mobile                                 | RFDS Version#4   | T-Mobile |

## 3) ASSESSMENT PROCEDURE

### 3.1) Assessment Method

This water tower is a substantial structure designed and fabricated to support thousands of gallons of water in addition to its own self weight. The nature and intended purpose of the structure is substantially greater than the addition of the telecommunication equipment. The proposed equipment will be installed on exiting mount pipes. The mount analysis was not performed as part of the report but is available for the load shown above. The increase in weight and area exposed to wind is negligible and will not have a significant impact on the structural integrity of the Water tower.

### 3.2) Assumptions

- 1) The structure was built in accordance with the designer's specifications.
- 2) The structure has been maintained and is free of damage.
- 3) The configuration of antennas, mounts and other appurtenances are as specified in Table 1 and the referenced drawings.
- 4) All mount components have been assumed to be in sufficient condition to carry their full design capacity for the assessment.
- 5) All prior structural modifications if any are assumed to be correctly installed and fully effective.

This assessment may be affected if any assumptions are not valid or have been made in error. Branch Engineering, LLC should be notified to determine the effect on the structural integrity of the structure.

## 4) ASSESSMENT RESULTS

### 4.1) Recommendations

The proposed equipment shall be installed on the existing pipe mounts in accordance with the installation drawings.



APPLICANT SITE NAME:

APPLICANT SITE NUMBER:

GREYSTONE

OK01201F

DRAWING DESCRIPTION:

T-MOBILE PROJECT TYPE:  
L600\_REGIONAL CAPACITY

| APPROVAL SIGNATURE BLOCK                                                                                                |                                             |                                                                                    |                             |
|-------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|------------------------------------------------------------------------------------|-----------------------------|
| THE FOLLOWING PARTIES HAVE REVIEWED THESE DOCUMENTS.                                                                    |                                             |                                                                                    |                             |
| ALL DOCUMENTS ARE SUBJECT TO REVISION BY THE LOCAL ZONING BUILDING DEPARTMENTS AND MAY IMPOSE CHANGES OR MODIFICATIONS. |                                             |                                                                                    |                             |
| <div></div> <div>SITE ACQUISITION (PRINT)</div>                                                                         | <div></div> <div>SITE ACQUISITION</div>     | <div><input type="checkbox"/> APPROVED<br/><input type="checkbox"/> REJECTED</div> | <div></div> <div>DATE</div> |
| <div></div> <div>RF ENGINEER (PRINT)</div>                                                                              | <div></div> <div>RF ENGINEER</div>          | <div><input type="checkbox"/> APPROVED<br/><input type="checkbox"/> REJECTED</div> | <div></div> <div>DATE</div> |
| <div></div> <div>CONSTRUCTION MANAGER (PRINT)</div>                                                                     | <div></div> <div>CONSTRUCTION MANAGER</div> | <div><input type="checkbox"/> APPROVED<br/><input type="checkbox"/> REJECTED</div> | <div></div> <div>DATE</div> |
| <div></div> <div>OPERATIONS (PRINT)</div>                                                                               | <div></div> <div>OPERATIONS</div>           | <div><input type="checkbox"/> APPROVED<br/><input type="checkbox"/> REJECTED</div> | <div></div> <div>DATE</div> |
| <div></div> <div>PROJECT MANAGER (PRINT)</div>                                                                          | <div></div> <div>PROJECT MANAGER</div>      | <div><input type="checkbox"/> APPROVED<br/><input type="checkbox"/> REJECTED</div> | <div></div> <div>DATE</div> |



4533 ENTERPRISE DR OKLAHOMA CITY, OK 73128

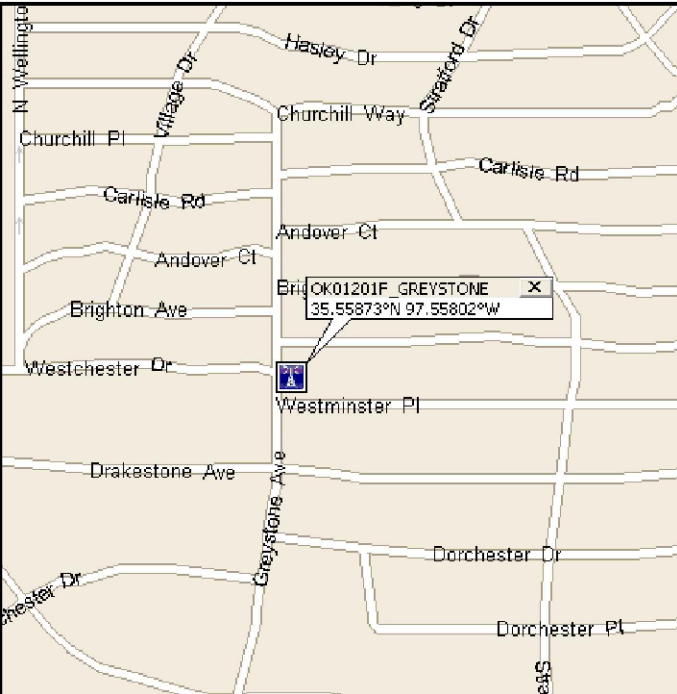
T-MOBILE PROJECT TYPE:  
L600\_REGIONAL CAPACITY

T-MOBILE SITE NUMBER: **OK01201F**  
T-MOBILE SITE NAME: **GREYSTONE**  
CITY OF NICHOLS HILLS DEPARTMENT OF UTILITIES SITE NUMBER: **N/A**  
CITY OF NICHOLS HILLS DEPARTMENT OF UTILITIES SITE NAME: **N/A**  
SITE ADDRESS: **1847 WESTMINSTER PL**  
**NICHOLS HILLS OK 73120**  
NEW EQUIPMENT AND ANTENNAS ON: **EXISTING WATER TANK**

RFDS VERSION: OK01201F\_L600\_4\_05-17-2021

SITE INFORMATION

SITE TYPE: UPGRADE  
SITE NAME: GREYSTONE  
SITE NUMBER: OK01201F  
SITE ADDRESS: 1847 WESTMINSTER PL  
NICHOLS HILLS, OK 73120  
COUNTY: OKLAHOMA  
JURISDICTION: CITY OF NICHOLS HILLS  
OCCUPANCY TYPE: UNMANNED  
A.D.A. COMPLIANCE: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION.  
APPLICANT: T-MOBILE  
4533 ENTERPRISE DR  
OKLAHOMA CITY, OK 73128  
CUSTOMER SERVICE  
800-318-9270  
PROPERTY OWNER:  
SHANE PATE  
405-879-8875  
SITE COORDINATES (NAD 83):  
LATITUDE: N. 35.558727  
LONGITUDE: W. -97.55802  
GROUND ELEVATION: 1215' (AMSL)  
TOWER OWNER:  
CITY OF NICHOLS HILLS DEPARTMENT OF UTILITIES  
6407 AVONDALE DRIVE  
NICHOLS HILLS, OK. 73116  
405-843-6637  
DESIGNER:  
BRANCH COMMUNICATIONS, LLC  
7335 SOUTH LEWIS AVE. STE. 300  
TULSA, OK. 74136  
CONTACT: BRIAN HEIMBACH  
PHONE: (918) 863-4601  
ARCHITECT/ENGINEER:  
BRANCH ENGINEERING, LLC  
7335 SOUTH LEWIS AVE. STE 300  
TULSA, OK. 74136  
CONTACT: JEROD DOTSON  
PHONE: (918) 949-4551  
TELEPHONE COMPANY:  
N/A  
N/A  
POWER COMPANY:  
ON FILE  
ON FILE



VICINITY MAP N.T.S.

A&E DRAWING REVIEW

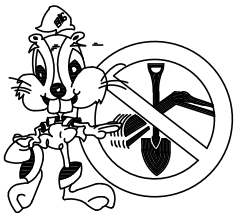
| TITLE:                     | SIGNATURE:                                             | DATE: |
|----------------------------|--------------------------------------------------------|-------|
| PROPERTY OWNER:            |                                                        |       |
| T-MOBILE CONSTRUCTION MGR: |                                                        |       |
| ZONING APPROVAL:           |                                                        |       |
| RF ENGINEER:               |                                                        |       |
| SITE ACQUISITION:          |                                                        |       |
| OPERATIONS:                |                                                        |       |
| POWER APPROVAL:            |                                                        |       |
| TELCO APPROVAL:            |                                                        |       |
| STATUS CODE:               |                                                        |       |
| 1                          | ACCEPTED-WITH OR NO COMMENTS, CONSTRUCTION MAY PROCEED |       |
| 2                          | NOT ACCEPTED-RESOLVE COMMENTS AND RESUBMIT             |       |

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND MAY IMPOSE CHANGES OR MODIFICATIONS.

DRIVING DIRECTIONS

DEPART 4533 ENTERPRISE DR, OKLAHOMA CITY, OK 73128 ON ENTERPRISE DR (EAST) 65 YDS  
• TURN LEFT (NORTH) ONTO S MERIDIAN AVE 0.6 MI  
• KEEP RIGHT ONTO LOCAL ROAD(S) 54 YDS  
• BEAR RIGHT (EAST) ONTO I-40 [STANLEY DRAPER EXPY] 0.2 MI  
• TAKE RAMP (LEFT) ONTO I-40 [US-270] 1.1 MI  
• AT EXIT 147B, TAKE RAMP (LEFT) ONTO I-44 [SR-3] 3.4 MI  
• ROAD NAME CHANGES TO SR-3 [SR-74] 1.5 MI  
• ROAD NAME CHANGES TO SR-74 [LAKE HEFNER PKWY] 2.5 MI  
• TURN RIGHT ONTO RAMP 0.3 MI  
• TURN RIGHT (EAST) ONTO W BRITTON RD 0.4 MI  
• TURN RIGHT (SOUTH) ONTO N MAY AVE 0.1 MI  
• TURN LEFT (EAST) ONTO GUILFORD LN 0.4 MI  
• TURN LEFT (EAST) ONTO WESTCHESTER DR 0.3 MI  
• ARRIVE OK01201F\_GREYSTONE

ONE CALL NUMBER:



CALL OKIE  
ONE CALL 811  
(800) 522-6543  
CALL 3 WORKING DAYS  
BEFORE YOU DIG!

DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

BUILDING/DWELLING CODE: IBC 2015  
STRUCTURAL CODE: IBC 2015  
PLUMBING CODE: IPC 2015  
MECHANICAL CODE: IMC 2015  
ELECTRIC CODE: NEC 2017  
FIRE/LIFE SAFETY CODE: IBC 2015, IFC 2015, NFOA 101

DRAWING INDEX

| NO  | DESCRIPTION       |
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| T1  | TITLE SHEET       |
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| C1  | OVERALL SITE PLAN |
| C2  | EQUIPMENT LAYOUTS |
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SCOPE OF WORK

THE ENTIRE WORK AREA SHALL BE IDENTIFIED AND EXISTING CONDITION DOCUMENTED BY COMMENCEMENT. DOCUMENTATION SHALL CONSIST OF A WRITTEN AND PHOTOGRAPHIC REPORT.

THE SCOPE OF WORK CONSIST OF:

1. REMOVE (3) T-MOBILE ANTENNAS (TYP 1 PER SECTOR, 3 TOTAL)
2. PROPOSED (3) T-MOBILE ANTENNAS (TYP 1 PER SECTOR, 3 TOTAL)
3. PROPOSED (3) AHLOA RADIO UNITS (TYP 1 PER SECTOR, 3 TOTAL)

CODE COMPLIANCE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

VENDOR: 5.a.a

4533 ENTERPRISE DRIVE  
OKLAHOMA CITY OK  
73128

BRANCH COMMUNICATIONS  
A SOLUTIONS PROVIDER  
BRANCH COMMUNICATIONS  
7335 SOUTH LEWIS AVE. STE. 300  
TULSA, OKLAHOMA 74136  
(918) 949-4551

PRODUCED BY:

BRANCH ENGINEERING LLC  
7335 SOUTH LEWIS AVE. STE. 300  
TULSA, OKLAHOMA 74136  
(918) 949-4551  
COA 8525 EXP 06/30/2022

SITE NAME:  
**GREYSTONE**

SITE NUMBER:  
**OK01201F**

SITE ADDRESS:  
1847 WESTMINSTER PL  
NICHOLS HILLS OK 73120

ENGINEER:

PE # 27779 EXP. 12/31/2021

| NO | DATE     | DESCRIPTION        | E  |
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| A  | 07/08/21 | PRELIMINARY ISSUE  | BI |
| 0  | 07/12/21 | CONSTRUCTION ISSUE | BI |
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SHEET TITLE:  
**TITLE SHEET**

SHEET NUMBER: PROJECT #: REVISION:  
**T1** OK01201F **0**  
BY: CKD BY: BDH BDH

T-Mobile OK Ant L600 Upgrade OK01201F Greystone WT 070821.dwg - Sheet:T1 - User: Brian.Heimbach - Jul 12, 2021 - 5:09pm

Attachment: PC-2021-01 Packet (5333 : T-Mobile - Special Permit Application)

T-Mobile OK Ant L600 Upgrade OK01201F Greystone WT 070821.dwg - Sheet:GN1 - User: Brian.Helmbach - Jul 12, 2021 5:08pm

GENERAL CONSTRUCTION NOTES:

1. UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN, AND TO THE PROCEDURES TO BE USED ON THIS PROJECT.
2. GENERAL CONSTRUCTION, ELECTRICAL AND ANTENNA DRAWINGS ARE INTERRELATED IN PERFORMANCE OF THE WORK, EACH CONTRACTOR MUST REFER TO ALL DRAWINGS. ALL COORDINATION TO BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
3. DRAWING PROVIDED HERE ARE N.T.S. AND ARE INTENDED TO SHOW OUTLINE ONLY.
4. ALL DIMENSIONS, ELEVATIONS AND EXISTING CONDITIONS SHOWN OF THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO BEGINNING ANY MATERIALS ORDERING., FABRICATION OR CONSTRUCTION WORK ON THIS PROJECT. CONTRACTOR SHALL NOT SCALE CONTRACT DRAWINGS IN LIEU OF FIELD VERIFICATIONS. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND THE OWNER'S ENGINEER. THE DISCREPANCIES MUST BE RESOLVED BEFORE THE CONTRACTOR IS TO PROCEED WITH THE WORK, THE CONTRACT DOCUMENTS DO NOT INDICATE THE METHOD OF CONSTRUCTION, THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, EQUIPMENT. TOOLS, LABOR AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE OWNER AND/OR ENGINEER SHALL NOT INCLUDE INSPECTION OF THE PROTECTIVE MEASURES OR THE PROCEDURES.
5. ALL BUILDING DIMENSIONS SHALL BE VERIFIED WITH THE PLANS (LATEST REVISION) PRIOR TO COMMENCING CONSTRUCTION. IF NEW SHELTER IS PROPOSED, CONTRACTOR MUST HAVE SHELTER MANUFACTURERS SHELTER DRAWINGS PRIOR TO CONSTRUCTION COMMENCEMENT. NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE DISCOVERED. THE CONTRACTOR SHALL HAVE A SET OF APPROVED PLANS (SIGNED AND SEALED OR BUILDING OFFICIAL APPROVED).. LATEST REVISION AVAILABLE AT THE SITE AT ALL TIMES WHILE WORK IS BEING PERFORMED. A DESIGNATED RESPONSIBLE EMPLOYEE SHALL BE AVAILABLE FOR CONTACT BY GOVERNING AGENCY INSPECTORS, PROVIDE CONTACT INFORMATION TO PROJECT MANAGER.
6. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING CONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
7. THE CONTRACTOR OR BIDDER SHALL BEAR THE RESPONSIBILITY OF NOTIFYING (IN WRITING) OWNERS REPRESENTATIVE OF ANY CONFLICTS, ERRORS OR OMISSIONS PRIOR TO THE SUBMISSION OF CONTRACTORS'S PROPOSAL OR PERFORMANCE OF WORK.
8. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. SUBCONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
9. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE SUBCONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE CONTRACTOR.
10. THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
11. ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF SPECIFIED QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS, ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.
12. THE CONTRACTOR SHALL VERIFY ALL EXISTING TOPOGRAPHY AN HORIZONTAL GEOMETRY AS INDICATED ON THESE DRAWINGS. THE CONTRACTOR IS TO ESTABLISH THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES AND SERVICES. CONTRACTOR IS TO MAINTAIN REQUIRED HORIZONTAL CLEARANCE FROM THE CENTERLINE OF EXISTING POWER LINES AS DETERMINED BY THE ELECTRICAL POWER COMPANY. IMMEDIATELY NOTIFY THE CONSTRUCTION MANAGER OF ANY DISCREPANCIES OR INTERFERENCE WHICH AFFECT THE WORK UNDER THIS CONTRACT.
13. FLAGGERS SHALL BE REQUIRED AS NEEDED IN RIGHT OF WAYS.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR INSURING THAT THIS PROJECT AND RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL AND OSHA SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.
15. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO INSURE THE SAFETY OF THE STRUCTURE AND IT'S COMPONENT PARTS DURING ERECTION AND/OR FIELD MODIFICATIONS, THIS INCLUDES, BUT IS NOT LIMITED TO THE ADDITION OF TEMPORARY BRACING, GUYS OR TIE DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER THE COMPLETION OF THE PROJECT.
16. IF ANY FIELD CONDITIONS PRECLUDE COMPLIANCE WITH THE DRAWINGS & OR CONDITIONS SPECIFIED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE CONST. MGR & SHALL NOT PROCEED WITH ANY WORK THAT WOULD BE AFFECTED.

GENERAL CONSTRUCTION NOTES CONT:

17. ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE A MINIMUM OF 5 YEARS OF TELECOM EXPERIENCE IN THE PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT THEY DO HAVE THE SUFFICIENT EXPERIENCE AND ABILITY, THAT THEY ARE PROPERLY REGISTERED TO DO THIS WORK IN THE STATE OF THIS PROJECT.
18. ALL HARDWARE MANUFACTURER'S ASSEMBLY INSTRUCTION SHALL BE FOLLOWED EXACTLY AND SHALL SUPERCEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.
19. BILL OF MATERIALS AND PART NUMBERS LISTED ON CONSTRUCTION DRAWING ARE INTENDED TO AID CONTRACTOR.
20. CONTRACTOR SHALL VERIFY PARTS AND QUANTITIES WITH MANUFACTURER PRIOR TO BIDDING AND/OR ORDERING MATERIALS.
21. THE CONTRACTOR SHALL NOT PROCEED WITH CONSTRUCTION ON ANY ITEM NOT CLEARLY DEFINED BY THE CONSTRUCTION DRAWINGS/CONTRACT WITHOUT WRITTEN AUTHORIZATION FROM OWNER, OWNERS REPRESENTATIVE OR ENGINEER.
22. THE CONTRACTOR SHALL NOTIFY THE TOWER OWNERS REPRESENTATIVE WHERE A CONFLICT OCCURS ON ANY OF THE CONTRACT DOCUMENTS. THE CONTRACTOR IS NOT TO ORDER MATERIAL OR CONSTRUCT ANY PORTION OF THE WORK THAT IS IN CONFLICT UNTIL THAT CONFLICT IS RESOLVED BY TOWER OWNERS REPRESENTATIVE.
23. THE SUBCONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT SUBCONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.
24. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
25. "KITTING LIST" SUPPLIED WITH THE BID PACKAGE IDENTIFIES ITEMS THAT WILL BE SUPPLIED BY CONTRACTOR. ITEMS NOT INCLUDED IN THE BILL OF MATERIALS AND KITTING LIST SHALL BE SUPPLIED BY SUBCONTRACTOR.
26. ALL MATERIALS AN WORKMANSHIP SHALL BE WARRANTED FOR ONE YEAR FROM ACCEPTANCE DATE.
27. 24 HOURS PRIOR TO THE BEGINNING OF ANY CONSTRUCTION, THE CONTRACTOR MUST NOTIFY THE APPLICABLE JURISDICTIONAL (STATE, COUNTY OR CITY) OFFICIAL.
28. SUBCONTRACTOR SHALL DETERMINE ACTUAL ROUTING OF CONDUIT, POWER AND T1 CABLES, GROUNDING CABLES AS SHOWN ON THE POWER, GROUNDING AND TELCO PLAN DRAWINGS.
29. LOCATION OF EQUIPMENT, CONDUITS AND DEVICES SHOWN ON THE DRAWINGS ARE APPROXIMATE AND SHALL BE COORDINATED WITH FIELD CONDITIONS PRIOR TO ROUGH IN.
30. ALL PERMITS THAT MUST BE OBTAINED ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR WILL BE RESPONSIBLE FOR ABIDING BY ALL CONDITIONS AND REQUIREMENTS OF THE PERMITS.
31. ALL PERMITS THAT MUST BE OBTAINED ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR WILL BE RESPONSIBLE FOR ABIDING BY ALL CONDITIONS AND REQUIREMENTS OF THE PERMITS.
32. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES, CODES, REGULATIONS, INCLUDING OSHA, NCE, AISC, ACI AND ANSI/TIA/EIA-222.
33. THE CONTRACTOR SHALL TAKE ALL REASONABLE MEASURES TO PROTECT EXISTING STRUCTURES, UTILITIES, WALKWAYS, PAVEMENT AND OTHER FACILITIES FROM UNNECESSARY EXPOSURE TO DAMAGE; ALL NEW UNDERGROUND TRENCHING SHALL BE HAND DUG WHEN NECESSARY.
34. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES, PIPES, AND GROUND WIRES PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES. EXCAVATION IS TO BE CONDUCTED IN SUCH A MANNER THAT NO DAMAGE TO SAID FACILITIES IS LIKELY TO OCCUR.
35. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE SAFETY AND IF NECESSARY THE REPAIR OF ALL PUBLIC UTILITIES SERVICES SUCH AS GAS, TELEPHONE, ELECTRIC CABLE AND WATER.
36. DO NOT INTERRUPT SERVICE TO ADJACENT STRUCTURES OR FACILITIES WITHOUT WRITTEN PERMISSION FROM THE PROPERTY OWNER.
37. EROSION CONTROL MEASURES SUCH AS SILT FENCING AND/OR HAY BALES SHALL BE UTILIZED TO PREVENT AND DEBRIS FROM CONTAMINATING ADJACENT PROPERTIES, ROADS AND AREAS.
38. COMMENCEMENT OF CONSTRUCTION SHALL BEGIN ONLY WITH THE WRITTEN APPROVAL OF THE OWNER OR OWNERS REPRESENTATIVE; ALL CONSTRUCTION AND MATERIAL ORDERING (WITH EXCEPTION OF THE TOWER) SHALL BE DONE WITH DRAWINGS LABELED ISSUED FOR CONSTRUCTION.
39. NO DUMPING SOILS ON SITE OR LEASE AREA. DEBRIS MUST BE HAULED OFF. NO BURNING OF TRASH ON SITE.
40. THE CONTRACTOR IS CAUTIONED THAT MINOR OMISSIONS OR ERRORS IN THE DRAWINGS SHALL NOT EXCUSE THE CONTRACTOR FORM COMPLETING THE WORK IN ACCORDANCE WITH THE INTENT OF THE DRAWINGS, SO AS TO RESULT IN A SYSTEM THAT FUNCTIONS FULL AS INTENDED BY THE DRAWINGS.

GENERAL CONSTRUCTION NOTES CONT:

41. ALL SAFETY HAZARDS MUST BE MARKED WITH WARNING TAPE OR SAFETY FENCE.
42. NEW BUILD CONTRACT WILL INCLUDE LEVELED BUILDING PAD, ACCESS ROAD AND ENTRANCE GATES, AND EROSION CONTROL.
43. ANY ACCIDENTS ON SITE MUST BE REPORTED TO CLIENT WITHIN 2 HOURS OF THE EVENT.
44. ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE INTENDED CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS, WITH THE RESIDENT LEASING AGENT FOR APPROVAL.
45. THE SUBCONTRACTOR SHALL INSTALL OWNER OR ANY JURISDICTION AUTHORITY SIGNAGE, WARNING OR HAZARD AS REQUIRED.
46. SEED AND MULCH ALL DISTURBED AREAS NOT COVERED BY OTHER MATERIALS IN ACCORDANCE WITH LOCAL SPECIFICATIONS, AS REQUIRED BY LOCAL ORDINANCES.
47. THE CONTRACTOR SHALL MAINTAIN A FULL SET OF CONSTRUCTION DOCUMENTS AT THE SITE, UPDATED WITH THE LATEST REVISIONS AND ADDENDUMS OR CLARIFICATIONS AVAILABLE OF THE USE BY ALL PERSONNEL INVOLVED WITH THE PROJECT.
48. THE CONTRACTOR SHALL SUBMIT, AT THE END OF THE PROJECT, A COMPLETE SET OF "AS BUILT" DRAWINGS TO TOWER OWNERS PROJECT MANAGER.
49. THE CONTRACTOR MUST PROVIDE CLOSE OUT DOCUMENTS AT THE FINAL INSPECTION WALK BEFORE PAYMENTS WILL BE MADE.

VENDOR:

5.a.a

T-Mobile  
4533 ENTERPRISE DRIVE  
OKLAHOMA CITY OK  
73128

Branch  
COMMUNICATIONS  
A SOLUTIONS PROVIDER

BRANCH COMMUNICATIONS  
7335 SOUTH LEWIS AVE. STE. 300  
TULSA, OKLAHOMA 74136  
(918) 949-4551

PRODUCED BY:

Branch  
ENGINEERING LLC.  
A SOLUTIONS PROVIDER

BRANCH ENGINEERING LLC  
7335 SOUTH LEWIS AVE. STE. 300  
TULSA, OKLAHOMA 74136  
(918) 949-4551

COA 8525 EXP 06/30/2022

SITE NAME:

GREYSTONE

SITE NUMBER:

OK01201F

SITE ADDRESS:

1847 WESTMINSTER PL  
NICHOLS HILLS OK 73120

ENGINEER:

LICENSED PROFESSIONAL ENGINEER  
JEROD R DOTSON  
27779  
OKLAHOMA 1/12/2

PE # 27779 EXP. 12/31/2021

| NO | DATE     | DESCRIPTION        | E  |
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| A  | 07/08/21 | PRELIMINARY ISSUE  | BI |
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SHEET TITLE:

GENERAL NOTES

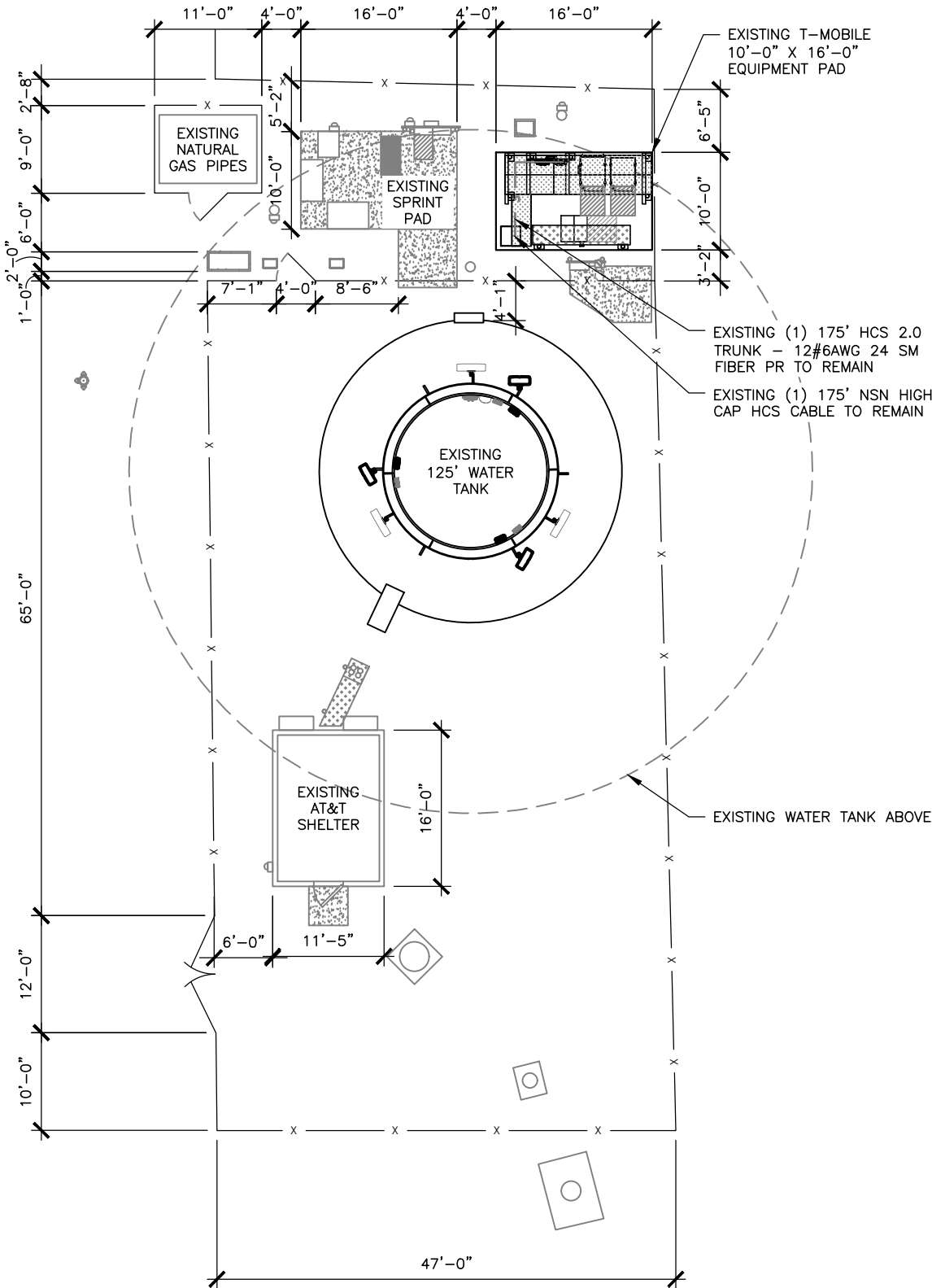
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| BDH           | BDH        |        |

Attachment: PC-2021-01 Packet (5333 : T-Mobile - Special Permit Application)

GENERAL NOTES:

- ELEVATIONS ARE U.S.G.S. DATUM.
- ALL SITE WORK SHALL BE CAREFULLY COORDINATED BY THE GENERAL CONTRACTOR WITH THE LOCAL UTILITY COMPANY, TELEPHONE COMPANY AND ANY OTHER UTILITY COMPANIES HAVING JURISDICTION OVER THIS LOCATION.
- DO NOT EXCAVATE OR DISTURB BEYOND THE PROPERTY LINES OR LEASE LINES, UNLESS OTHERWISE NOTED.
- DO NOT SCALE BUILDING DIMENSIONS FROM DRAWINGS.
- ANY DRAIN AND/OR FIELD TILE ENCOUNTERED DURING CONSTRUCTION SHALL BE RETURNED TO ITS ORIGINAL CONDITION PRIOR TO COMPLETION OF WORK. SIZE, LOCATION AND TYPE OF ANY UNDERGROUND UTILITIES OR IMPROVEMENTS SHALL BE ACCURATELY NOTED AND PLACED ON AS CONSTRUCTED DRAWINGS BY THE GENERAL CONTRACTOR AND ISSUED TO THE ENGINEER AT THE COMPLETION OF THE PROJECT.
- ALL EXISTING UTILITIES, FACILITIES, CONDITIONS AND THEIR DIMENSIONS SHOWN ON PLANS HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THE ENGINEER AND OWNER ASSUME NO RESPONSIBILITY WHATSOEVER AS TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS OR THE MANNER OF THEIR REMOVAL OR ADJUSTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL EXISTING UTILITIES AND FACILITIES PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY, DETAILED INFORMATION RELATIVE TO WORKING SCHEDULES AND METHODS OF REMOVING OR ADJUSTING EXISTING UTILITIES.
- THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES, BOTH HORIZONTALLY AND VERTICALLY PRIOR TO THE START OF CONSTRUCTION. ANY DISCREPANCIES OR DOUBTS AS TO THE INTERPRETATION OF PLANS SHOULD BE IMMEDIATELY REPORTED TO THE ENGINEER FOR RESOLUTION AND INSTRUCTION, AND NO FURTHER WORK SHALL BE PERFORMED UNTIL THE DISCREPANCY IS CHECKED AND CORRECTED BY THE ENGINEER. FAILURE TO SECURE SUCH INSTRUCTION MEANS THE CONTRACTOR WILL HAVE WORKED AT HIS/HER OWN RISK AND EXPENSE. THE CONTRACTOR SHALL CALL LOCAL DIGGER HOT LINE FOR UTILITY LOCATIONS 3 WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
- ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS TO BE DISTURBED BY CONSTRUCTION SHALL BE ADJUSTED TO FINISH ELEVATIONS PRIOR TO INSPECTION OF FINAL WORK.
- THE BUILDING DEPARTMENT ISSUING THE BUILDING PERMIT SHALL BE NOTIFIED AT LEAST 2 WORKING DAYS PRIOR TO THE COMMENCEMENT OF WORK OR AS STIPULATED BY THE CODE ENFORCEMENT OFFICIAL HAVING JURISDICTION.
- GRADING OF THE SITE WORK AREA IS TO BE SMOOTHED AND CONTINUOUS IN SLOPE AND IS TO FEATHER INTO EXISTING GRADES AT THE GRADING LIMITS.
- ALL TEMPORARY EXCAVATIONS FOR THE INSTALLATION OF FOUNDATIONS, UTILITIES, ETC., SHALL BE PROPERLY LAID BACK OR BRACED IN ACCORDANCE WITH CORRECT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REQUIREMENTS.
- STRUCTURAL FILLS SUPPORTING PAVEMENTS SHALL BE COMPACTED TO 100% OF MAXIMUM STANDARD PROCTOR DRY DENSITY.
- NEW GRADES NOT IN BUILDING AND DRIVEWAY IMPROVEMENT AREA TO BE ACHIEVED BY FILLING WITH APPROVED CLEAN FILL AND COMPACTED TO 95% OF STANDARD PROCTOR DENSITY.
- ALL FILL SHALL BE PLACED IN UNIFORM LIFTS. THE LIFTS THICKNESS SHOULD NOT EXCEED THAT WHICH CAN BE PROPERLY COMPACTED THROUGHOUT ITS ENTIRE DEPTH WITH THE EQUIPMENT AVAILABLE.
- ANY FILLS PLACED ON EXISTING SLOPES THAT ARE STEEPED THAN 10 HORIZONTAL TO 1 VERTICAL, SHALL BE PROPERLY BENCHED INTO THE EXISTING SLOPE AS DIRECTED BY A GEOTECHNICAL ENGINEER.
- THE GRADES WITHIN THE FENCED-IN AREA ARE TO BE ACHIEVED BY COMPACTING CLEAN FILL TO A DENSITY OF 90% OF STANDARD PROCTOR COVERING THE AREA WITH 6 MIL. VISQUENE (1' OVERLAP AT SEAMS) FOR WEED SUPPRESSION, THEN ACHIEVING FINISHED GRADE BY ADDING 6" OF 3/4" CRUSHED STONE-NO FINES.
- CONTRACTOR SHALL CLEAN ENTIRE SITE AFTER CONSTRUCTION SUCH THAT NO PAPERS, TRASH, WEEDS, BRUSH OR ANY OTHER DEPOSITS WILL REMAIN. ALL MATERIALS COLLECTED DURING CLEANING OPERATIONS SHALL BE DISPOSED OF OFF-SITE BY GENERAL CONTRACTOR.
- ALL TREES AND SHRUBS WHICH ARE NOT IN DIRECT CONFLICT WITH THE IMPROVEMENTS SHALL BE PROTECTED BY THE CONTRACTOR.
- DRIVEWAY CONSTRUCTION, GRADING AND DRAINAGE WORK SHALL CONFORM TO ALL STATE AND LOCAL COUNTY ORDINANCES.
- ALL SITE WORK SHALL BE CAREFULLY COORDINATED BY GENERAL CONTRACTOR WITH LOCAL UTILITY COMPANY, TELEPHONE COMPANY AND ANY OTHER UTILITY COMPANIES HAVING JURISDICTION OVER THIS LOCATION.
- FOR SITES WHERE A CRANE IS NECESSARY, THE CONTRACTOR SHALL CONFIRM AN UNOBSTRUCTED ROUTE FOR THE CRANE FROM A PUBLIC ROAD TO THE WATER TANK SITE PRIOR TO CONSTRUCTION/ NO AERIAL OBSTRUCTIONS UNDER 15' ABOVE GRADE, INCLUDING AERIAL UTILITY LINE, ARE ALLOWED ALONG SAID CRANE ROUTE.

CONTRACTOR TO OBTAIN LATEST RFDS FROM T-MOBILE PRIOR TO CONSTRUCTION FOR ALL PROPOSED EQUIPMENT, ORIENTATION, AND ELEVATIONS.



1 OVERALL SITE PLAN

SCALE: 0' 10' 20' 40' 60'



VENDOR:

5.a.a

T-Mobile

4533 ENTERPRISE DRIVE  
OKLAHOMA CITY OK  
73128

Branch  
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COA 8525 EXP 06/30/2022

SITE NAME:

GREYSTONE

SITE NUMBER:

OK01201F

SITE ADDRESS:

1847 WESTMINSTER PL  
NICHOLS HILLS OK 73120

ENGINEER:



PE # 27779 EXP. 12/31/2021

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OVERALL SITE PLAN

SHEET NUMBER: PROJECT #: REVISI

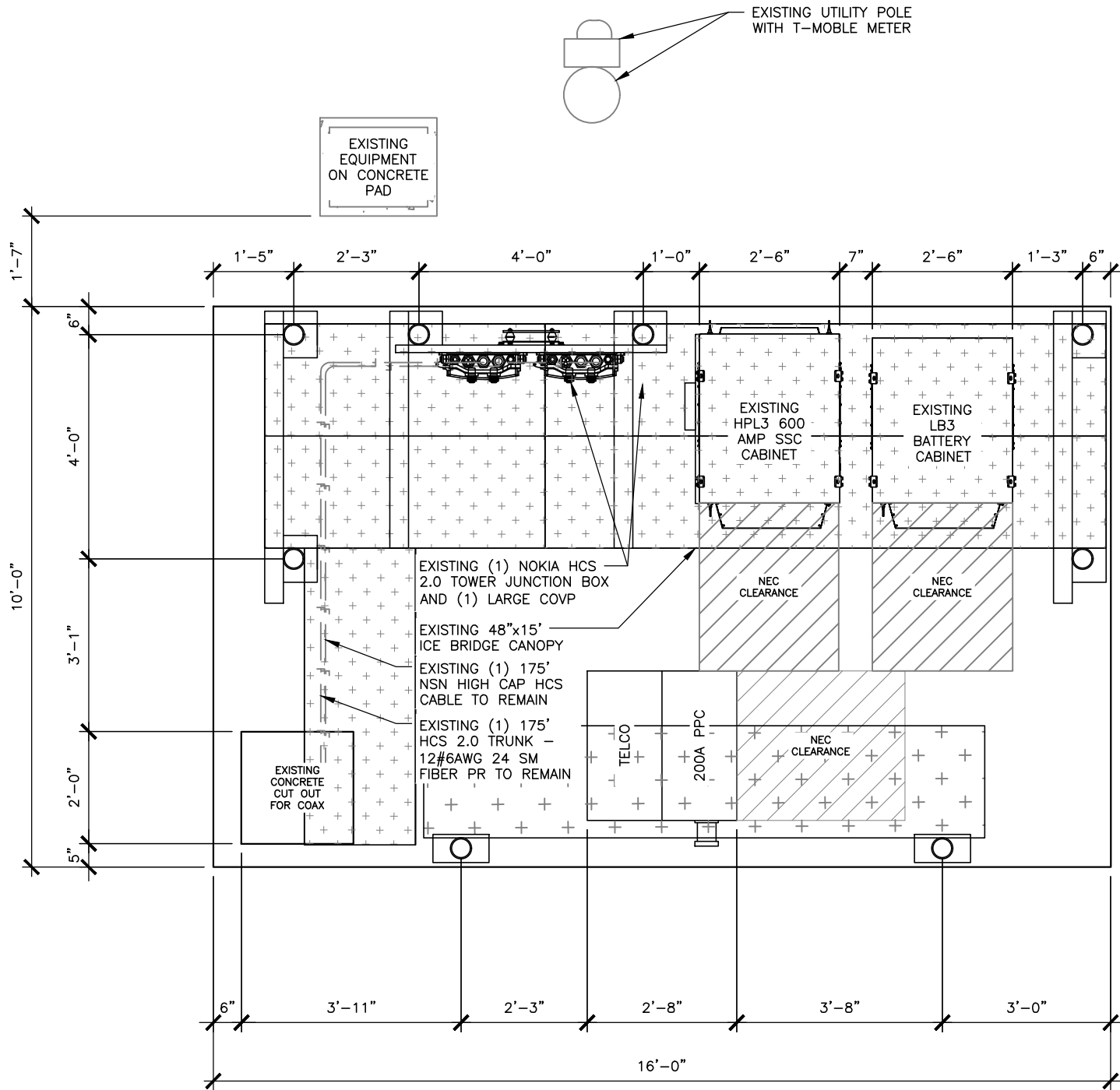
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BY: BDH CKD BY: BDH

Attachment: PC-2021-01 Packet (5333 : T-Mobile - Special Permit Application)

T-Mobile OK Ant. L600 Upgrade OK01201F Greystone WT 070821.dwg -- Sheet: C2 -- User: Brian.Helmbach -- Jul. 12, 2021 -- 5:08pm

1

EXISTING ENLARGED EQUIPMENT LAYOUT



VENDOR:

5.a.a

**T-Mobile**  
4533 ENTERPRISE DRIVE  
OKLAHOMA CITY OK  
73128

**Branch**  
COMMUNICATIONS  
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BRANCH COMMUNICATIONS  
7335 SOUTH LEWIS AVE. STE. 300  
TULSA, OKLAHOMA 74136  
(918) 949-4551

PRODUCED BY:

**Branch**  
ENGINEERING LLC.  
A SOLUTIONS PROVIDER

BRANCH ENGINEERING LLC  
7335 SOUTH LEWIS AVE. STE. 300  
TULSA, OKLAHOMA 74136  
(918) 949-4551

COA 8525 EXP 06/30/2022

SITE NAME:

**GREYSTONE**

SITE NUMBER:

**OK01201F**

SITE ADDRESS:

1847 WESTMINSTER PL  
NICHOLS HILLS OK 73120

ENGINEER:



PE # 27779 EXP. 12/31/2021

| NO | DATE     | DESCRIPTION        | E  |
|----|----------|--------------------|----|
| A  | 07/08/21 | PRELIMINARY ISSUE  | BI |
| 0  | 07/12/21 | CONSTRUCTION ISSUE | BI |
|    |          |                    |    |
|    |          |                    |    |

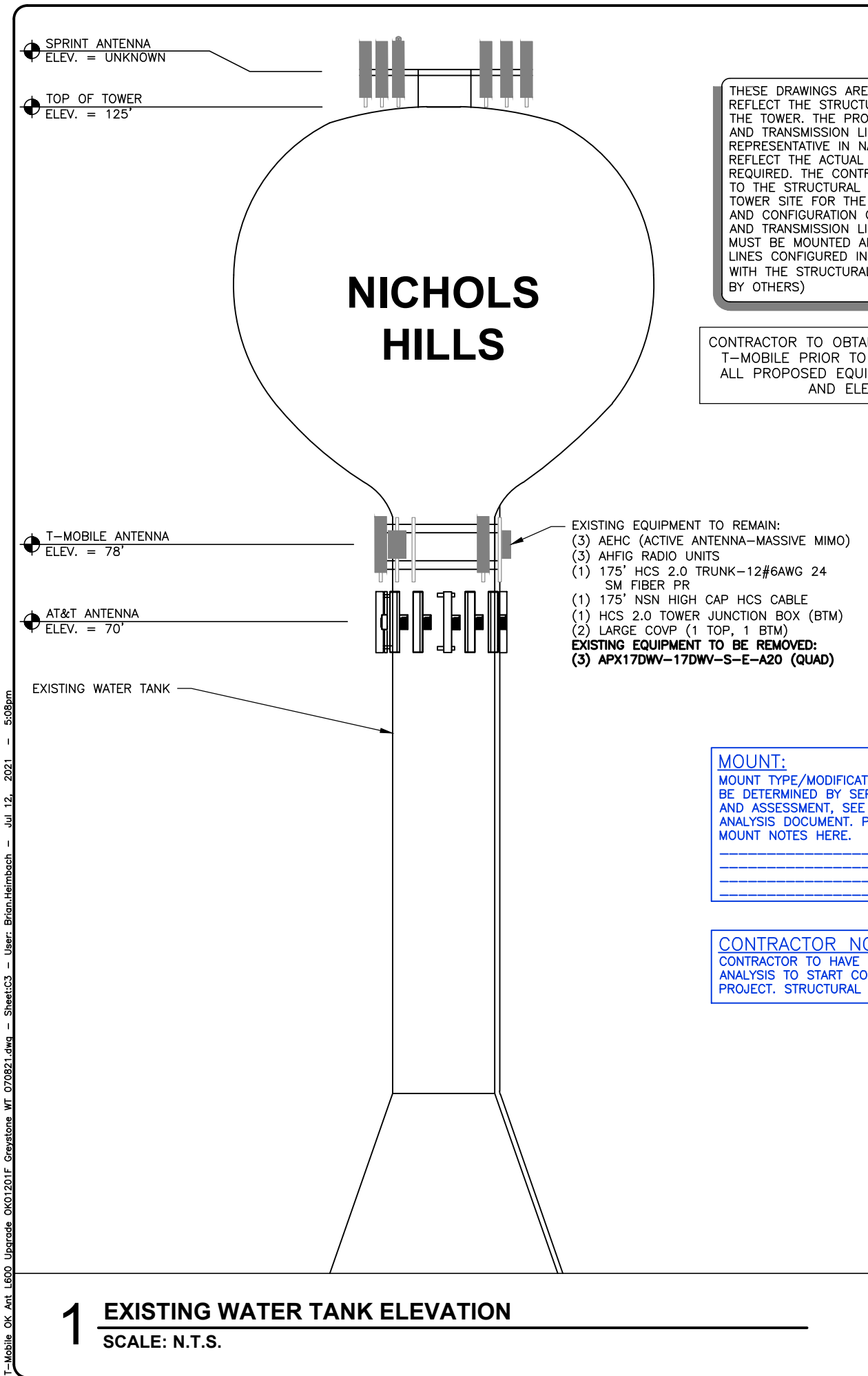
SHEET TITLE:

**EQUIPMENT LAYOUTS**

|               |             |          |
|---------------|-------------|----------|
| SHEET NUMBER: | PROJECT #:  | REVISION |
| <b>C2</b>     | OK01201F    | <b>0</b> |
| BY: BDH       | CKD BY: BDH |          |

Attachment: PC-2021-01 Packet (5333 : T-Mobile - Special Permit Application)

T-Mobile OK Ant. L600 Upgrade OK01201F Greystone WT 070821.dwg -- Sheet: C3 -- User: Brian.Helmbach -- Jul. 12, 2021 -- 5:08pm

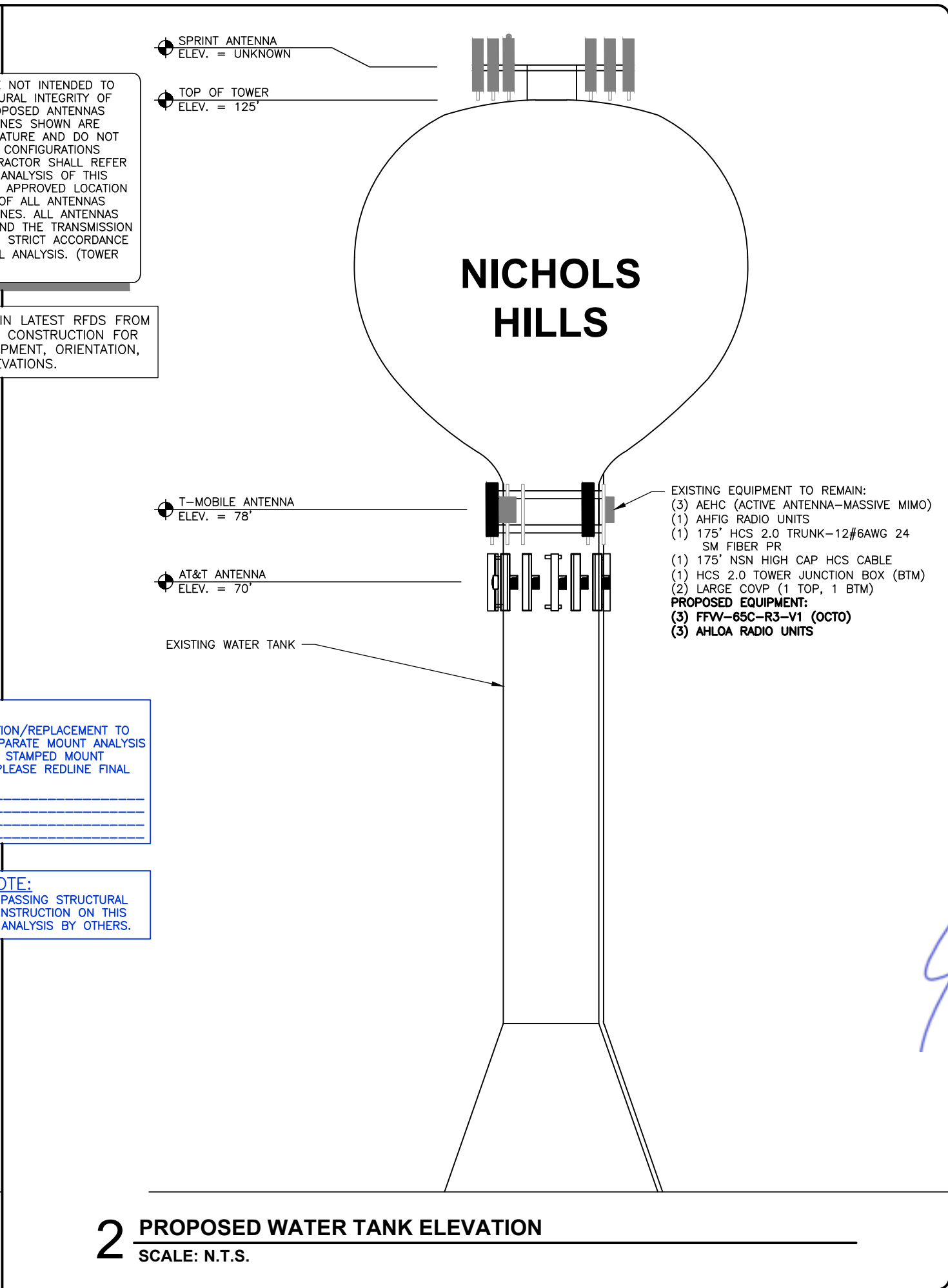


THESE DRAWINGS ARE NOT INTENDED TO REFLECT THE STRUCTURAL INTEGRITY OF THE TOWER. THE PROPOSED ANTENNAS AND TRANSMISSION LINES SHOWN ARE REPRESENTATIVE IN NATURE AND DO NOT REFLECT THE ACTUAL CONFIGURATIONS REQUIRED. THE CONTRACTOR SHALL REFER TO THE STRUCTURAL ANALYSIS OF THIS TOWER SITE FOR THE APPROVED LOCATION AND CONFIGURATION OF ALL ANTENNAS AND TRANSMISSION LINES. ALL ANTENNAS MUST BE MOUNTED AND THE TRANSMISSION LINES CONFIGURED IN STRICT ACCORDANCE WITH THE STRUCTURAL ANALYSIS. (TOWER BY OTHERS)

CONTRACTOR TO OBTAIN LATEST RFDS FROM T-MOBILE PRIOR TO CONSTRUCTION FOR ALL PROPOSED EQUIPMENT, ORIENTATION, AND ELEVATIONS.

**MOUNT:**  
MOUNT TYPE/MODIFICATION/REPLACEMENT TO BE DETERMINED BY SEPARATE MOUNT ANALYSIS AND ASSESSMENT, SEE STAMPED MOUNT ANALYSIS DOCUMENT. PLEASE REDLINE FINAL MOUNT NOTES HERE.

**CONTRACTOR NOTE:**  
CONTRACTOR TO HAVE PASSING STRUCTURAL ANALYSIS TO START CONSTRUCTION ON THIS PROJECT. STRUCTURAL ANALYSIS BY OTHERS.



VENDOR:

5.a.a

**T-Mobile**

4533 ENTERPRISE DRIVE  
OKLAHOMA CITY OK  
73128

**Branch COMMUNICATIONS**  
A SOLUTIONS PROVIDER

BRANCH COMMUNICATIONS  
7335 SOUTH LEWIS AVE. STE. 300  
TULSA, OKLAHOMA 74136  
(918) 949-4551

PRODUCED BY:

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A SOLUTIONS PROVIDER

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7335 SOUTH LEWIS AVE. STE. 300  
TULSA, OKLAHOMA 74136  
(918) 949-4551  
COA 8525 EXP 06/30/2022

SITE NAME:  
**GREYSTONE**

SITE NUMBER:  
**OK01201F**

SITE ADDRESS:  
1847 WESTMINSTER PL  
NICHOLS HILLS OK 73120

ENGINEER:

**JEROD R DOTSON**  
27779  
OKLAHOMA  
PE # 27779 EXP. 12/31/2021

| NO | DATE     | DESCRIPTION        | E  |
|----|----------|--------------------|----|
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|    |          |                    |    |
|    |          |                    |    |

SHEET TITLE:  
**TOWER ELEVATIONS**

|                            |                                   |                           |   |
|----------------------------|-----------------------------------|---------------------------|---|
| SHEET NUMBER:<br><b>C3</b> | PROJECT #:<br>OK01201F<br>BY: BDH | REVISIT<br>BY: CKD<br>BDH | 0 |
|----------------------------|-----------------------------------|---------------------------|---|

Attachment: PC-2021-01 Packet (5333 : T-Mobile - Special Permit Application)

T-Mobile OK Ant. L600 Upgrade OK01201F Greystone WT 070821.dwg -- Sheet: C4 -- User: Brian.Helmboach -- Jul 12, 2021 -- 5:09pm

EXISTING CABLE PORTS IN WATERTANK (TYP OF 3)

EXISTING WATER TANK BASE

EXISTING WATER TANK MOUNTING RING

EXISTING APX17DWV-17DWV-S-E-A20 (QUAD) TO BE REMOVED (TYP 1 PER SECTOR, 3 TOTAL)

EXISTING AEHC (ACTIVE ANTENNA-MASSIVE MIMO) (TYP 1 PER SECTOR, 3 TOTAL)

C-1  
U1900/L2100/  
L1900/G1900/  
N1900(DARK)/N2100(DARK)

C-2  
L2500/N2500

GAMMA  
AZIMUTH 240°

ALPHA  
AZIMUTH 0°

A-2  
L2500/N2500

A-1  
U1900/L2100/  
L1900/G1900/  
N1900(DARK)/N2100(DARK)

B-2  
L2500/N2500

B-1  
U1900/L2100/  
L1900/G1900/  
N1900(DARK)/N2100(DARK)

BETA  
AZIMUTH 120°

EXISTING LARGE COVP TO REMAIN (1 TOTAL)

EXISTING NOKIA HCS 2.0 BREAKOUT CYLINDER

EXISTING AHFIG RRUS (TYP 1 PER SECTOR, 3 TOTAL)

# 1 EXISTING AZIMUTH PLAN

SCALE: N.T.S.

RFDS VERSION: OK01201F\_L600\_4\_05-17-2021

CONTRACTOR TO INSTALL PER MOST CURRENT RFDS-CONFIRM WITH T-MOBILE CONSTRUCTION MANAGER

ADD AIR TERMINALS TO ALL NEW ANTENNAS.  
RE: 2/C6

EXISTING CABLE PORTS IN WATERTANK (TYP OF 3)

EXISTING WATER TANK BASE

EXISTING WATER TANK MOUNTING RING

PROPOSED FFV-65C-V1 (OCTO) (TYP 1 PER SECTOR, 3 TOTAL)  
RE: 4/C6

EXISTING AEHC (ACTIVE ANTENNA-MASSIVE MIMO) (TYP 1 PER SECTOR, 3 TOTAL)

C-1  
L600/N600/U1900/  
L2100/L1900/G1900/  
N1900(DARK)/N2100(DARK)

C-2  
L2500/N2500

GAMMA  
AZIMUTH 240°

ALPHA  
AZIMUTH 0°

A-2  
L2500/N2500

A-1  
L600/N600/U1900/  
L2100/L1900/G1900/  
N1900(DARK)/N2100(DARK)

PROPOSED AHLOA RRUS (TYP 1 PER SECTOR, 3 TOTAL)  
RE: 3/C6

B-2  
L2500/N2500

B-1  
L600/N600/U1900/  
L2100/L1900/G1900/  
N1900(DARK)/N2100(DARK)

BETA  
AZIMUTH 120°

EXISTING LARGE COVP TO REMAIN (1 TOTAL)

EXISTING NOKIA HCS 2.0 BREAKOUT CYLINDER

EXISTING AHFIG RRUS (TYP 1 PER SECTOR, 3 TOTAL)

# 2 PROPOSED AZIMUTH PLAN

SCALE: N.T.S.

RFDS VERSION: OK01201F\_L600\_4\_05-17-2021

VENDOR:

T-Mobile

4533 ENTERPRISE DRIVE  
OKLAHOMA CITY OK  
73128

5.a.a

Branch

COMMUNICATIONS

A SOLUTIONS PROVIDER

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7335 SOUTH LEWIS AVE. STE. 300  
TULSA, OKLAHOMA 74136  
(918) 949-4551

PRODUCED BY:

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TULSA, OKLAHOMA 74136  
(918) 949-4551  
COA 8525 EXP 06/30/2022

SITE NAME:

GREYSTONE

SITE NUMBER:

OK01201F

SITE ADDRESS:

1847 WESTMINSTER PL  
NICHOLS HILLS OK 73120

ENGINEER:

LICENSED PROFESSIONAL ENGINEER

JEROD R DOTSON

27779

OKLAHOMA

1/12/2

PE # 27779 EXP. 12/31/2021

| NO | DATE     | DESCRIPTION        | E  |
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|    |          |                    |    |
|    |          |                    |    |

SHEET TITLE:

ANTENNA PLANS

SHEET NUMBER:

C4

PROJECT #:

OK01201F

REVISION:

0

BY:

BDH

CKD BY:

BDH

Attachment: PC-2021-01 Packet (5333 : T-Mobile - Special Permit Application)

Attachment: PC-2021-01 Packet (5333 : T-Mobile - Special Permit Application)

1

EQUIPMENT SCHEDULES

SCALE: N.T.S.

| EXISTING EQUIPMENT SCHEDULE |                |                  |            |                                                |                   |               |
|-----------------------------|----------------|------------------|------------|------------------------------------------------|-------------------|---------------|
|                             | EQUIPMENT TYPE | EXISTING AZIMUTH | RAD CENTER | EQUIPMENT                                      | QTY TO BE REMOVED | QTY TO REMAIN |
| ALPHA/<br>SECTOR A          | ANTENNA        | 0°               | 78'        | APX17DWV-17DWV-S-E-A20 (QUAD)                  | (1)               | --            |
|                             | ANTENNA        | 0°               | 78'        | AEHC (ACTIVE ANTENNA-MASSIVE MIMO)             | --                | (1)           |
|                             | RRH            | ----             | ----       | AHFIG                                          | --                | (1)           |
| BETA/<br>SECTOR B           | ANTENNA        | 120°             | 78'        | APX17DWV-17DWV-S-E-A20 (QUAD)                  | (1)               | --            |
|                             | ANTENNA        | 120°             | 78'        | AEHC (ACTIVE ANTENNA-MASSIVE MIMO)             | --                | (1)           |
|                             | RRH            | ----             | ----       | AHFIG                                          | --                | (1)           |
| GAMMA/<br>SECTOR C          | ANTENNA        | 240°             | 78'        | APX17DWV-17DWV-S-E-A20 (QUAD)                  | (1)               | --            |
|                             | ANTENNA        | 240°             | 78'        | AEHC (ACTIVE ANTENNA-MASSIVE MIMO)             | --                | (1)           |
|                             | RRH            | ----             | ----       | AHFIG                                          | --                | (1)           |
| ALL                         | CABLE          | ----             | ----       | 175' HCS 2.0 TRUNK - 12#6AWG<br>24 SM FIBER PR | --                | (1)           |
|                             | CABLE          | ----             | ----       | NSN HIGH CAP HCS CABLE 175'                    | --                | (1)           |
|                             | COVP           | ----             | ----       | NOKIA HCS 2.0 TOWER JUNCTION BOX               | --                | (1-BTM)       |
|                             | COVP           | ----             | ----       | LARGE COVP                                     | --                | (1TOP, 1-BTM) |

| PROPOSED EQUIPMENT SCHEDULE |                |                  |            |                       |                      |
|-----------------------------|----------------|------------------|------------|-----------------------|----------------------|
|                             | EQUIPMENT TYPE | PROPOSED AZIMUTH | RAD CENTER | EQUIPMENT             | QUANTITY TO BE ADDED |
| ALPHA/<br>SECTOR A          | ANTENNA        | 0°               | 78'        | FFVW-65C-R3-V1 (OCTO) | (1)                  |
|                             | RRH            | --               | --         | AHLOA                 | (1)                  |
| BETA/<br>SECTOR B           | ANTENNA        | 120°             | 78'        | FFVW-65C-R3-V1 (OCTO) | (1)                  |
|                             | RRH            | --               | --         | AHLOA                 | (1)                  |
| GAMMA/<br>SECTOR C          | ANTENNA        | 240°             | 78'        | FFVW-65C-R3-V1 (OCTO) | (1)                  |
|                             | RRH            | --               | --         | AHLOA                 | (1)                  |

VENDOR:

5.a.a

T-Mobile

4533 ENTERPRISE DRIVE  
OKLAHOMA CITY OK  
73128

Branch  
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A SOLUTIONS PROVIDER

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TULSA, OKLAHOMA 74136  
(918) 949-4551

COA 8525 EXP 06/30/2022

SITE NAME:

GREYSTONE

SITE NUMBER:

OK01201F

SITE ADDRESS:

1847 WESTMINSTER PL  
NICHOLS HILLS OK 73120

ENGINEER:

LICENSED PROFESSIONAL ENGINEER  
JEROD R DOTSON  
27779  
OKLAHOMA  
1/12/2

PE # 27779 EXP. 12/31/2021

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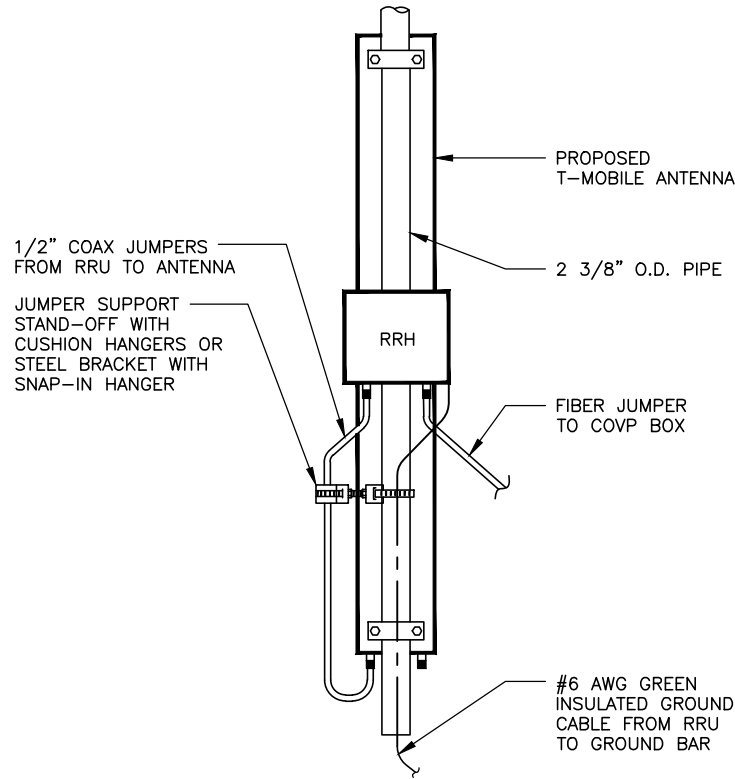
SHEET TITLE:

ANTENNA SCHEDULE

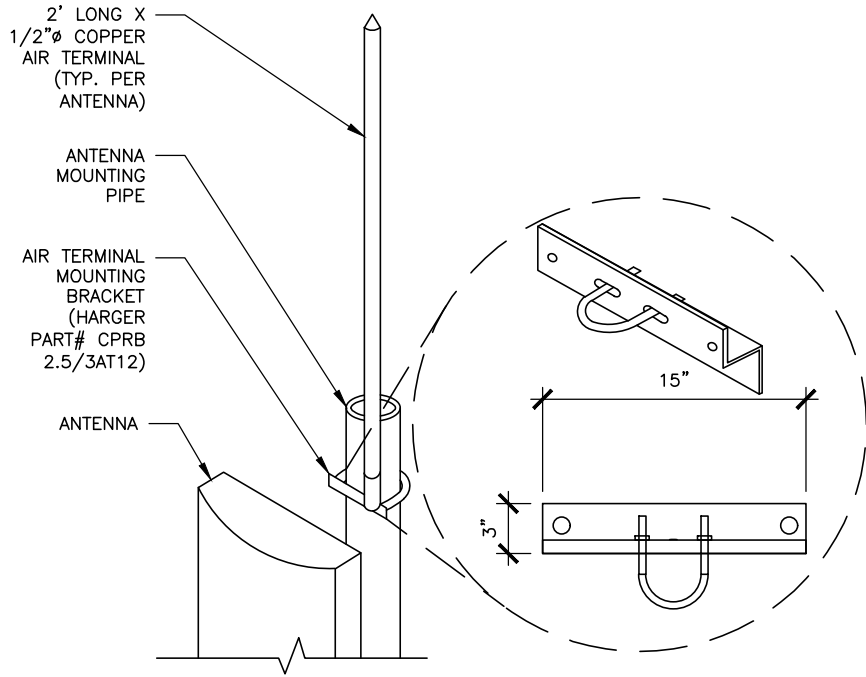
|               |         |            |          |
|---------------|---------|------------|----------|
| SHEET NUMBER: |         | PROJECT #: | REVISION |
| C5            |         | OK01201F   | 0        |
| BY:           | CKD BY: |            |          |
| BDH           | BDH     |            |          |

Attachment: PC-2021-01 Packet (5333 : T-Mobile - Special Permit Application)

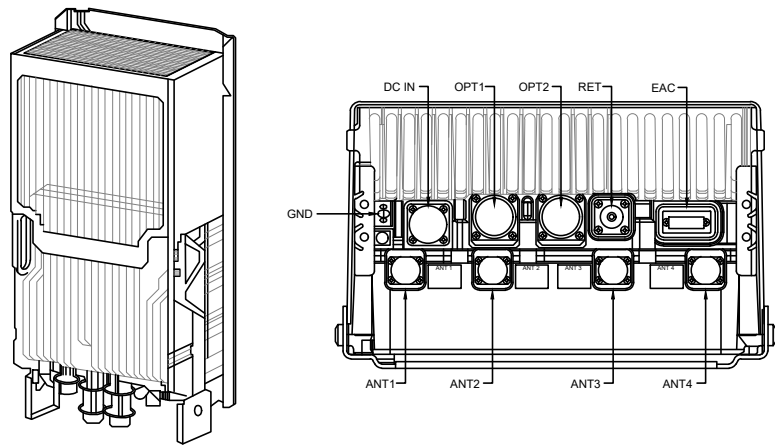
T-Mobile OK Ant L600 Upgrade OK01201F Greystone WT 070821.dwg -- Sheet: C6 -- User: Brian.Heimbach -- Jul 12, 2021 -- 5:09pm



1 ANTENNA MOUNT DETAIL  
SCALE: N.T.S.



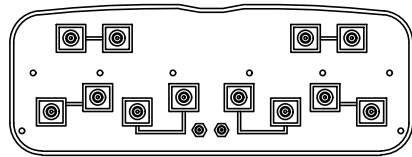
2 AIR TERMINAL AND MOUNT DETAIL  
SCALE: N.T.S.



| DIMENSION | VALUE                                |
|-----------|--------------------------------------|
| HEIGHT    | 22 INCHES (W/ BRACKET 26.6 INCHES)   |
| WIDTH     | 12.1 INCHES (W/ BRACKET 12.9 INCHES) |
| DEPTH     | 7.4 INCHES (W/ BRACKET 8.1 INCHES)   |
| WEIGHT    | 83.8 LBS                             |

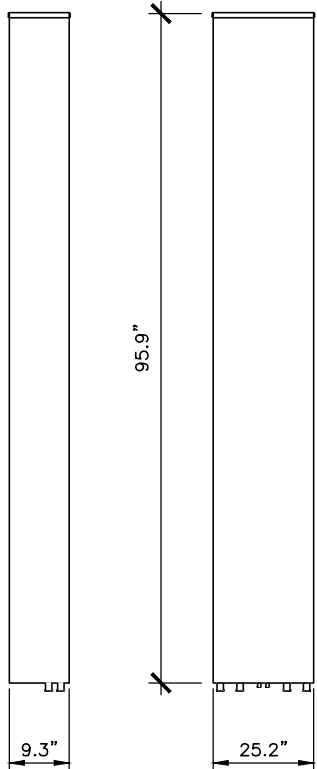
| CHARACTERSTIC            | AHLOA CAPABILITY                         |
|--------------------------|------------------------------------------|
| NOMINAL SUPPLY VOLTAGE   | -48.0 VDC                                |
| NOMINAL INPUT VOLT RANGE | -40.5 TO -57.0 VDC                       |
| EXTENDED INPUT VOLT RAGE | -36.0 TO -40.5 VDC<br>-57.0 TO -60.0 VDC |
| VOLTAGE                  | 14.5 V                                   |
| POWER SUPPLY             | T.B.D.                                   |

3 AHLOA RRH DETAIL  
SCALE: N.T.S.



SPECIFICATIONS:

MODEL#: FFV-65C-R3-V1  
DIMENSIONS (HxWxD): 95.9" x 25.2" x 9.3"  
WEIGHT: 190.7 lbs  
CONNECTORS: 8-PIN DIN FEMALE



4 FFVV-65C-R3-V1 (OCTO) ANTENNA DETAIL  
SCALE: N.T.S.

VENDOR: 5.a.a

4533 ENTERPRISE DRIVE  
OKLAHOMA CITY OK  
73128

PRODUCED BY:

BRANCH ENGINEERING LLC  
7335 SOUTH LEWIS AVE. STE. 300  
TULSA, OKLAHOMA 74136  
(918) 949-4551

COA 8525 EXP 06/30/2022

SITE NAME: GREYSTONE

SITE NUMBER: OK01201F

SITE ADDRESS:  
1847 WESTMINSTER PL  
NICHOLS HILLS OK 73120

ENGINEER:

PE # 27779 EXP. 12/31/2021

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|    |          |                    |    |
|    |          |                    |    |

SHEET TITLE: EQUIPMENT DETAILS

SHEET NUMBER: C6

PROJECT #: OK01201F

BY: BDH

CKD BY: BDH

REVISION: 0

Attachment: PC-2021-01 Packet (5333 : T-Mobile - Special Permit Application)

# Larry Stein Oklahoma County Assessor's Office



## Ownership Radius Report

This Report is for Account Number R169842995 and is a 300-foot radius from the outside of the polygon. If the minimum number of different owners was not reached it was extended by 100-foot increments until the required number of different owners was reached, or the maximum distance was reached. This report does not constitute a legal survey or document, for definitive description of real property and ownership; consult the deeds recorded in the Oklahoma County Clerks Office.

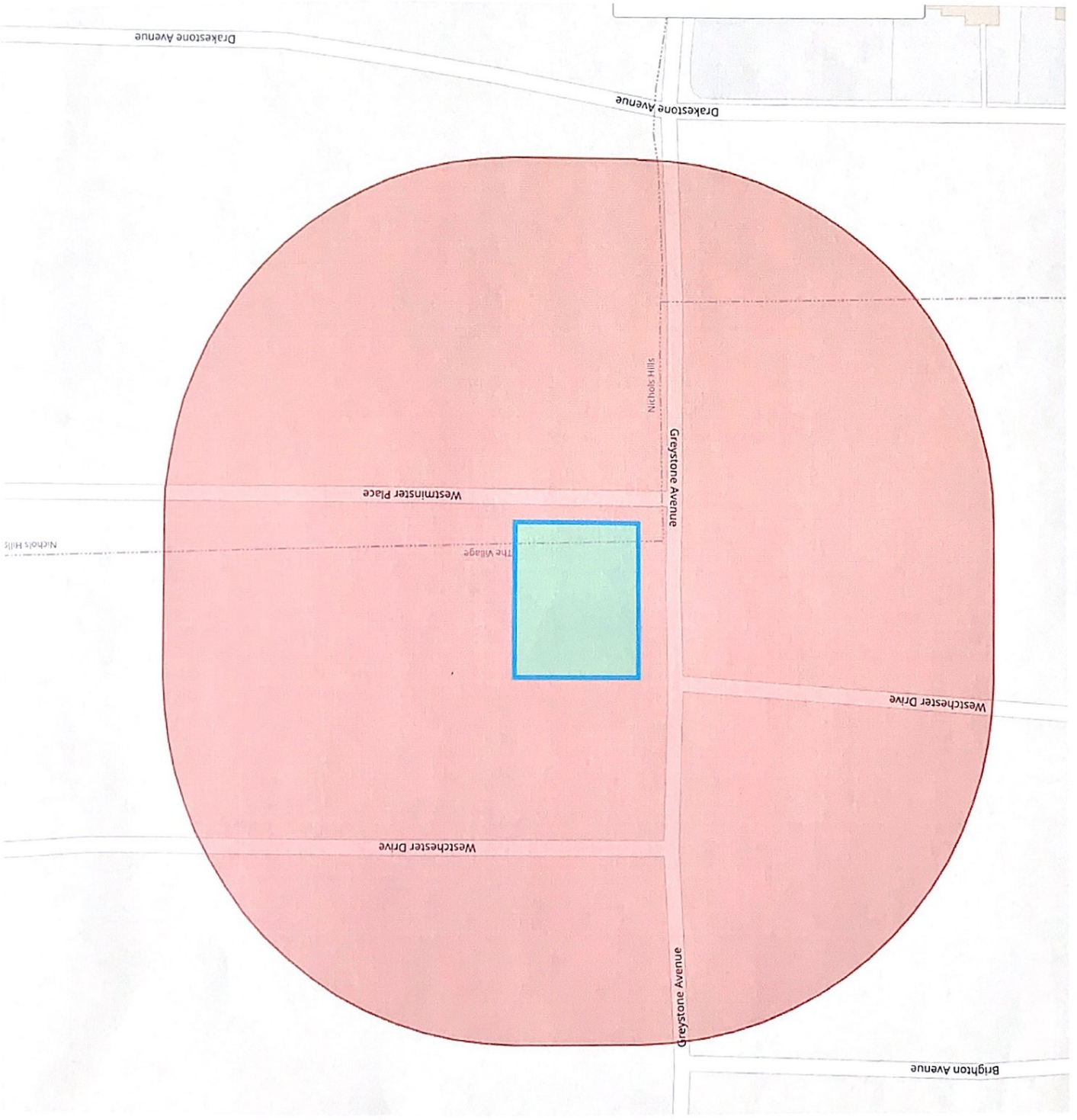
STATE OF OKLAHOMA } ss:  
COUNTY OF OKLA }

I, the duly elected, qualified and acting  
County Assessor, in and for the County  
and State aforesaid, do hereby certify that  
the within and foregoing is a full, true and  
complete copy of 300 ft Radius Report  
filed in the office of the County Assessor  
on the 17<sup>th</sup> day of August, 20 21  
Given under my hand and official seal this  
17<sup>th</sup> day of August, 20 21

County Assessor

Christina Laguarda Deputy

Tuesday, August 17, 2021 9:24:32 AM - Greenshot



Oklahoma County Assessor's Office  
300ft Radius Report  
Tuesday August 17th 2021

| Account #  | Primary Name                   | Secondary Name | Primary Mailing Address | Secondary Mailing Address | City          | ST | Zipcode    | Subname                   | Block | Lot | Legal                             | Location                          |
|------------|--------------------------------|----------------|-------------------------|---------------------------|---------------|----|------------|---------------------------|-------|-----|-----------------------------------|-----------------------------------|
| R179520025 | 7TH STREET PARK PROPERTIES LLC |                | 2116 WESTCHESTER DR     |                           | THE VILLAGE   | OK | 73120      | VILLAGE REPLAT ADD        | 134   | 005 | VILLAGE REPLAT ADD 134 005        | 2116 WESTCHESTER DR VILLAGE       |
| R169842650 | ANDERSON MIKE & LIESS          |                | 1424 GLENBROOK DR       |                           | OKLAHOMA CITY | OK | 73118      | NICHOLS HILLS WILSHIRE    | 107   | 000 | NICHOLS HILLS WILSHIRE 107 000    | 1831 DRAKESTONE AVE NICHOLS HILLS |
| R169842615 | BENEDICT K HENRY & K ARLENE    |                | 1838 WESTMINSTER PL     |                           | OKLAHOMA CITY | OK | 73120-4702 | NICHOLS HILLS WILSHIRE    | 107   | 020 | NICHOLS HILLS WILSHIRE 107 020    | 1838 WESTMINSTER PL NICHOLS HILLS |
| R087342369 | BOWMAN EDWARD L & BRITTANY D   |                | 8609 GREYSTONE AVE      |                           | NICHOLS HILLS | OK | 73120-4518 | NICHOLS HILLS SUBURBAN TR | 105   | 013 | NICHOLS HILLS SUBURBAN TR 105 013 | 8609 GREYSTONE AVE OKLAHOMA CITY  |
| R179583860 | BURTON TIFFANY R & DANIEL R    |                | PO BOX 20778            |                           | OKLAHOMA CITY | OK | 73156-0778 | VILLAGE EXTENDED          | 146   | 025 | VILLAGE EXTENDED 146 025          | 2024 WESTCHESTER DR VILLAGE       |
| R179583810 | BUTTS EMILY M                  |                | 2004 WESTCHESTER DR     |                           | OKLAHOMA CITY | OK | 73120-1133 | VILLAGE EXTENDED          | 146   | 020 | VILLAGE EXTENDED 146 020          | 2004 WESTCHESTER DR VILLAGE       |
| R179520280 | CANTU ARIANNE M                | CANTU ADRIAN J | 2104 BRIGHTON AVE       |                           | OKLAHOMA CITY | OK | 73120-4812 | VILLAGE REPLAT ADD        | 135   | 002 | VILLAGE REPLAT ADD 135 002        | 2104 BRIGHTON AVE VILLAGE         |
| R179520015 | CANTU ARIANNE M                |                | 6208 NW 160TH TER       |                           | EDMOND        | OK | 73013-3344 | VILLAGE REPLAT ADD        | 134   | 003 | VILLAGE REPLAT ADD 134 003        | 2108 WESTCHESTER DR VILLAGE       |
| R179520300 | CELKS LLC                      |                | 1712 DORCHESTER PL      |                           | NICHOLS HILLS | OK | 73120-1008 | VILLAGE REPLAT ADD        | 135   | 004 | VILLAGE REPLAT ADD 135 004        | 2112 BRIGHTON AVE VILLAGE         |
| R179520720 | CG PROPERTIES LLC              |                | 3001 PELHAM DR          |                           | OKLAHOMA CITY | OK | 73120      | VILLAGE REPLAT ADD        | 135   | 046 | VILLAGE REPLAT ADD 135 046        | 2101 WESTCHESTER DR VILLAGE       |
| R169842995 | CITY OF NICHOLS HILLS          |                | 6407 AVONDALE DR        |                           | NICHOLS HILLS | OK | 73116-6431 | NICHOLS HILLS WILSHIRE    | 108   | 000 | NICHOLS HILLS WILSHIRE 108 000    | 0 UNKNOWN NICHOLS HILLS           |
| R169842605 | CRAZY ARMS INVESTMENTS LLC     |                | PO BOX 13060            |                           | OKLAHOMA CITY | OK | 73113      | NICHOLS HILLS WILSHIRE    | 107   | 018 | NICHOLS HILLS WILSHIRE 107 018    | 1834 WESTMINSTER PL NICHOLS HILLS |
| R169842965 | D & G 1835 LLC                 |                | 2636 NW 153RD ST        |                           | EDMOND        | OK | 73013      | NICHOLS HILLS WILSHIRE    | 108   | 018 | NICHOLS HILLS WILSHIRE 108 018    | 1835 WESTMINSTER PL NICHOLS HILLS |
| R169842640 | DUNAGIN FAMILY REV TRUST       |                | 1833 DRAKESTONE AVE     |                           | NICHOLS HILLS | OK | 73120-4715 | NICHOLS HILLS WILSHIRE    | 107   | 000 | NICHOLS HILLS WILSHIRE 107 000    | 1833 DRAKESTONE AVE NICHOLS HILLS |
| R087342360 | FOSTER JOSEPH H                |                | 2609 DRAKESTONE AVE     |                           | OKLAHOMA CITY | OK | 73120-4525 | NICHOLS HILLS SUBURBAN TR | 105   | 011 | NICHOLS HILLS SUBURBAN TR 105 011 | 2609 DRAKESTONE AVE OKLAHOMA CITY |

Oklahoma County Assessor's Office  
300ft Radius Report  
Tuesday August 17th 2021

|            |                                        |                                   |                       |  |               |    |             |                |     |     |                  |                     |
|------------|----------------------------------------|-----------------------------------|-----------------------|--|---------------|----|-------------|----------------|-----|-----|------------------|---------------------|
| R179520010 | FRASER HOMES LLC                       |                                   | 2809 NW 57TH ST       |  | OKLAHOMA CITY | OK | 73112       | VILLAGE REPLAT | 134 | 002 | VILLAGE REPLAT   | 2104 WESTCHESTER DR |
| R179583360 | GARRISON PAIGE & NICOLAAS              |                                   | 2025 WESTCHESTER DR   |  | OKLAHOMA CITY | OK | 73120       | EXTENDED       | 145 | 028 | VILLAGE EXTENDED | VILLAGE             |
| R169842680 | GILBERT J DANIEL & ALYSON L 2021 TRUST |                                   | 1827 DRAKESTONE AVE   |  | NICHOLS HILLS | OK | 73120       | NICHOLS HILLS  | 107 | 000 | NICHOLS HILLS    | 1827 DRAKESTONE AVE |
| R179583350 | GILCREASE JEANNINE REV TRUST           |                                   | 2020 WESTCHESTER DR   |  | OKLAHOMA CITY | OK | 73120-1133  | EXTENDED       | 146 | 024 | VILLAGE EXTENDED | VILLAGE             |
| R169842620 | GILLEY ERIN                            |                                   | 1840 WESTMINSTER PL   |  | OKLAHOMA CITY | OK | 73120       | NICHOLS HILLS  | 107 | 021 | NICHOLS HILLS    | 1840 WESTMINSTER PL |
| R169842630 | GRAHAM JO LYNN                         |                                   | 1844 WESTMINSTER PL   |  | OKLAHOMA CITY | OK | 73120-4702  | NICHOLS HILLS  | 107 | 023 | NICHOLS HILLS    | 1844 WESTMINSTER PL |
| R179583380 | GREENWAY HOMES LLC SERIES A            |                                   | PO BOX 21444          |  | OKLAHOMA CITY | OK | 73156-1444  | EXTENDED       | 146 | 022 | VILLAGE EXTENDED | VILLAGE             |
| R169842980 | GUTHRY BILLY B JR TRS TRUST            |                                   | 15004 JEFFERSON LN    |  | OKLAHOMA CITY | OK | 73134-1831  | NICHOLS HILLS  | 108 | 021 | NICHOLS HILLS    | 1841 WESTMINSTER PL |
| R179583370 | HALL EMILY LOU                         |                                   | PO BOX 82098          |  | OKLAHOMA CITY | OK | 73148-0098  | EXTENDED       | 145 | 029 | VILLAGE EXTENDED | 2021 WESTCHESTER DR |
| R087342362 | HALL WARD                              |                                   | 3009 WILLOWBROOK      |  | OKLAHOMA CITY | OK | 73120       | NICHOLS HILLS  | 105 | 012 | NICHOLS HILLS    | 2603 DRAKESTONE AVE |
| R087342367 | HALL WARD                              |                                   | 3009 BROOKHOLLOW RD   |  | OKLAHOMA CITY | OK | 73120       | NICHOLS HILLS  | 105 | 013 | NICHOLS HILLS    | 2601 DRAKESTONE AVE |
| R179520700 | HANNA VANESSA F & TIMOTHY R            |                                   | 2109 WESTCHESTER DR   |  | OKLAHOMA CITY | OK | 73120       | VILLAGE REPLAT | 135 | 044 | VILLAGE REPLAT   | 2109 WESTCHESTER DR |
| R179583400 | HART KELLI                             |                                   | 11415 RED ROCK RD     |  | OKLAHOMA CITY | OK | 73120       | EXTENDED       | 145 | 032 | VILLAGE EXTENDED | 2009 WESTCHESTER DR |
| R169842665 | HENRY JOHN A IV CO TRS & ETAL          |                                   | 1829 DRAKESTONE AVE   |  | NICHOLS HILLS | OK | 73120-4715  | NICHOLS HILLS  | 107 | 000 | NICHOLS HILLS    | 1829 DRAKESTONE AVE |
| R179520020 | JOHN GALT HOMES LLC                    |                                   | 426 NW 5TH ST STE 200 |  | OKLAHOMA CITY | OK | 73102-3059  | VILLAGE REPLAT | 134 | 004 | VILLAGE REPLAT   | 2112 WESTCHESTER DR |
| R179520270 | KARABINUS CHRISTINE ELIZABETH          |                                   | 2100 BRIGHTON AVE     |  | OKLAHOMA CITY | OK | 4812        | VILLAGE REPLAT | 135 | 001 | VILLAGE REPLAT   | 2100 BRIGHTON AVE   |
| R169842985 | LAMP INVESTMENTS LLC                   |                                   | PO BOX 20787          |  | OKLAHOMA CITY | OK | 73156       | NICHOLS HILLS  | 108 | 022 | NICHOLS HILLS    | 1843 WESTMINSTER PL |
| R169842990 | LEWIS CHARLES ALEXANDER                |                                   | 1845 WESTMINSTER PL   |  | NICHOLS HILLS | OK | 73120       | EXTENDED       | 108 | 023 | NICHOLS HILLS    | 1845 WESTMINSTER PL |
| R179583330 | LOWELL AMANDA M                        |                                   | 2032 BRIGHTON AVE     |  | VILLAGE       | OK | 73120       | EXTENDED       | 145 | 025 | VILLAGE EXTENDED | 2032 BRIGHTON AVE   |
| R179583320 | MILES TIMOTHY                          |                                   | 2028 BRIGHTON AVE     |  | OKLAHOMA CITY | OK | 73120-1115  | EXTENDED       | 145 | 024 | VILLAGE EXTENDED | 2028 BRIGHTON AVE   |
| R179583390 | MINTON AUDRA M                         |                                   | 2013 WESTCHESTER DR   |  | OKLAHOMA CITY | OK | 73120-1132  | EXTENDED       | 145 | 031 | VILLAGE EXTENDED | 2013 WESTCHESTER DR |
| R179520710 | MULLEN JEFFERY                         | MULLEN LISA                       | 3018 CREEKVIEW DR     |  | TUTTLE        | OK | 73089       | VILLAGE REPLAT | 135 | 045 | VILLAGE REPLAT   | 2105 WESTCHESTER DR |
| R169842970 | NATIVE HOMES LLC                       |                                   | PO BOX 18108          |  | OKLAHOMA CITY | OK | 73154       | NICHOLS HILLS  | 108 | 019 | NICHOLS HILLS    | 1837 WESTMINSTER PL |
| R179583350 | NICHOLSON JAMES M & SUSAN B TRS        | NICHOLSON FAMILY REV LIVING TRUST | 1805 GULFORD LN       |  | NICHOLS HILLS | OK | 73120-4730  | EXTENDED       | 145 | 027 | VILLAGE EXTENDED | 2029 WESTCHESTER DR |
| R169842610 | NIKKEL SHERYL L TRS                    | CARPENTER BARBARA O TRUST         | 1836 WESTMINSTER PL   |  | NICHOLS HILLS | OK | 73120-73083 | EXTENDED       | 107 | 019 | NICHOLS HILLS    | 1836 WESTMINSTER PL |
| R179520290 | OMNI LAND CORP                         |                                   | PO BOX 3848           |  | EDMOND        | OK | 3848        | VILLAGE REPLAT | 135 | 003 | VILLAGE REPLAT   | 2108 BRIGHTON AVE   |

Oklahoma County Assessor's Office  
300ft Radius Report  
Tuesday August 17th 2021

|            |                                 |                                     |                     |  |               |    |            |                        |     |     |                                |                                   |
|------------|---------------------------------|-------------------------------------|---------------------|--|---------------|----|------------|------------------------|-----|-----|--------------------------------|-----------------------------------|
| R169842635 | PARHAM CARPENTER                |                                     | 1835 DRAKESTONE AVE |  | NICHOLS HILLS | OK | 73120-4715 | NICHOLS HILLS WILSHIRE | 107 | 024 | NICHOLS HILLS WILSHIRE 107 024 | 1835 DRAKESTONE AVE NICHOLS HILLS |
| R179583840 | PATTERSON MICHELLE              |                                     | 2016 WESTCHESTER DR |  | OKLAHOMA CITY | OK | 73120      | EXTENDED               | 146 | 023 | VILLAGE EXTENDED               | 2016 WESTCHESTER DR VILLAGE       |
| R179583820 | PEREZ LUIS & MARIA              |                                     | 14300 OAKMOND RD    |  | EDMOND        | OK | 73013-2444 | EXTENDED               | 146 | 021 | VILLAGE EXTENDED               | 2008 WESTCHESTER DR               |
| R179583380 | RENZ MARY E                     |                                     | 2017 WESTCHESTER DR |  | OKLAHOMA CITY | OK | 73120      | VILLAGE                | 145 | 030 | VILLAGE EXTENDED               | 2017 WESTCHESTER DR VILLAGE       |
| R179520005 | RML PROPERTIES LLC              |                                     | 1236 NW 49TH ST     |  | OKLAHOMA CITY | OK | 73118-5208 | EXTENDED               | 134 | 001 | VILLAGE REPEAT ADD             | 2100 WESTCHESTER DR VILLAGE       |
| R169842975 | SAHEB EDWARD F                  |                                     | 1839 WESTMINSTER PL |  | NICHOLS HILLS | OK | 73120      | NICHOLS HILLS WILSHIRE | 108 | 020 | NICHOLS HILLS WILSHIRE 108 020 | 1839 WESTMINSTER PL NICHOLS HILLS |
| R179583870 | SCHELL FAMILY TRUST             |                                     | 11515 HILLSDALE DR  |  | EDMOND        | OK | 73013-0465 | EXTENDED               | 146 | 026 | VILLAGE EXTENDED               | 2028 WESTCHESTER DR VILLAGE       |
| R087342370 | STEPHENS JORDEN TAYLOR TRS      | STEPHENS JORDEN TAYLOR LIVING TRUST | 8617 GREYSTONE AVE  |  | OKLAHOMA CITY | OK | 73120      | SUBURBAN TR            | 105 | 000 | NICHOLS HILLS SUBURBAN TR 105  | 8617 GREYSTONE AVE OKLAHOMA CITY  |
| R169842600 | STEWART ROGER P & SUSAN         |                                     | 1832 WESTMINSTER PL |  | OKLAHOMA CITY | OK | 73120-4702 | NICHOLS HILLS WILSHIRE | 107 | 017 | NICHOLS HILLS WILSHIRE 107 017 | 1832 WESTMINSTER PL NICHOLS HILLS |
| R179583340 | STONEFLY PROPERTIES LLC         |                                     | PO BOX 18852        |  | OKLAHOMA CITY | OK | 73154-0852 | EXTENDED               | 145 | 026 | VILLAGE EXTENDED               | 2033 WESTCHESTER DR VILLAGE       |
| R179583880 | SUPON CARLA J                   |                                     | PO BOX 20864        |  | OKLAHOMA CITY | OK | 73156-0864 | VILLAGE                | 145 | 027 | VILLAGE EXTENDED               | 2032 WESTCHESTER DR VILLAGE       |
| R179520690 | TING SQUARE INVESTMENTS INC     |                                     | 409 NW 18TH ST      |  | OKLAHOMA CITY | OK | 73103-1905 | EXTENDED               | 135 | 043 | VILLAGE REPEAT ADD             | 2113 WESTCHESTER DR VILLAGE       |
| R169842595 | TULL JIM S & DANETTA B          |                                     | 1830 WESTMINSTER PL |  | NICHOLS HILLS | OK | 73120-4702 | NICHOLS HILLS WILSHIRE | 107 | 016 | NICHOLS HILLS WILSHIRE 107 016 | 1830 WESTMINSTER PL NICHOLS HILLS |
| R169842625 | TURNER JENNIFER R               |                                     | 2621 GUILFORD LN    |  | NICHOLS HILLS | OK | 73120-4536 | NICHOLS HILLS WILSHIRE | 107 | 022 | NICHOLS HILLS WILSHIRE 107 022 | 1842 WESTMINSTER PL NICHOLS HILLS |
| R179520680 | WALLS BILLY & JANA ZEECK REALTY |                                     | 1269 MISTY DR NW    |  | PIEDMONT      | OK | 73078      | VILLAGE REPEAT ADD     | 135 | 042 | VILLAGE REPEAT ADD 135 042     | 2117 WESTCHESTER DR VILLAGE       |
| R179583310 | MARKETING LLC                   |                                     | PO BOX 14458        |  | OKLAHOMA CITY | OK | 73113-0458 | VILLAGE                | 145 | 023 | VILLAGE EXTENDED               | 2024 BRIGHTON AVE VILLAGE         |

## LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease" or "Agreement") entered into as of this 13<sup>th</sup> day of April, 2004, by and between The City of Nichols Hills and Nichols Hills Municipal Authority, a Municipal Trust having their principal offices at 6407 Avondale, Nichols Hills, Oklahoma 73116 (the "Landlord" or "City"), and VoiceStream PCS I, LLC, a Delaware limited liability company, d/b/a T-Mobile, having its principal office at 4533 Enterprise Drive, Oklahoma City, Oklahoma 73128 (the "Tenant").

### Recitals

A. Landlord is the owner in fee simple of a parcel of land located at the northeast corner of Greystone and Westminster Place in the City of Nichols Hills, Oklahoma County, State of Oklahoma, whose legal description is set forth on the attached Exhibit A (the "Property") and on which there is located a water tower owned by Landlord ("Water Tower").

B. Tenant desires to lease a portion of the Property consisting of approximately 160 square feet (the "Premises" or "Leased Premises") together with certain positions on the space on the Water Tower described below and a right-of-way thereto for the installation and operation of certain antennae facilities, which include directional antennae, connecting cables and appurtenances (collectively, "Antennae Facilities") for use in connection with Tenant's communications business. The description and location of the Leased Premises and the Antennae Facilities are more specifically described in Exhibit B attached hereto and made a part hereof.

C. Accordingly, the parties are entering into this Lease on the terms and conditions set forth below.

### Agreement

In consideration of their mutual covenants, the parties agree as follows:

1. Leased Premises. Landlord leases to Tenant and Tenant leases from Landlord a portion of the Property, consisting of Leased Premises, as shown on the Site Plan attached as Exhibit B and described more fully below, and certain space on the Water Tower for the purpose of installing, maintaining, and operating Tenant's Antennae Facilities as described more fully on the attached Exhibit C. Tenant may not add additional equipment and/or antennae from that shown on Exhibit C without the prior written approval of the Landlord.

Landlord reserves the right to require Tenant to relocate its facilities to another location on the Water Tower in the event Tenant's original location is needed for a governmental use. Tenant shall complete such relocation of its facilities within ninety (90) days after written notice from Landlord at Tenant's expense.

Landlord grants to Tenant the non-exclusive right and easement during the term of this Lease for ingress and egress on foot or by motor vehicle, including trucks, and for the installation and maintenance of utility wires, cable conduits and pipes over, under, or along the twenty foot (20') right of way extending from the nearest public right of way to the Leased Premises, as such right of way is shown on Exhibit B hereto. Tenant shall have the right to install utilities, at Tenant's expense, and to improve present

utilities on the Leased Premises (including but not limited to the installation of emergency power generators). In the event any public utility is unable or unwilling to use the aforementioned right of way, Landlord hereby agrees to grant an additional right of way to Tenant at no additional cost to Tenant.

2. Relocation. Notwithstanding any provision in this Lease to the contrary, Landlord shall have the right, at any time (and from time to time) during the term of this Lease, to relocate the Water Tower at Landlord's expense.

3. Term.

a. This Lease shall commence on August 1, 2004 (the "Commencement Date") and end on July 31, 2014 (the "Initial Term"). Upon expiration of the Initial Term, this Lease will continue in effect on a month-to-month basis in accordance with Section 24 of this Agreement (each a "Renewal Term"), unless Tenant provides Landlord notice of intention not to renew not less than thirty (30) days prior to the expiration of the then-current Initial Term or Renewal Term. Notwithstanding the foregoing, either Party may terminate this Lease at any time upon twelve (12) months prior written notice to the other Party.

b. Landlord may terminate this Lease at any time following the proposal or adoption by the State or Federal government of a law, rule, regulation or decision to the effect that due (in whole or in part) to a landlord having entered into a lease such as this one, the landlord is required to allow additional antennas or towers (of any sort or description) on its property. The rule proposed by the Federal Communications Commission in 1999 in WT Docket 99-217 and CC Docket 96-98 (if applicable to cellular type towers or antennas) would be such a rule.

4. Rent.

a. Tenant shall pay Landlord as annual rent for the Leased Premises the sum of Twenty-One Thousand Dollars (\$21,000.00) ("Base Rent"). Tenant shall pay Landlord Base Rent for the first year on the Commencement Date of this Lease. Tenant shall pay Landlord Base Rent annually in advance on or before each anniversary of the Commencement Date. Base Rent shall be increased annually as described hereafter.

b. Tenant shall pay Landlord a late payment charge equal to five percent (5%) of the late payment for any payment not paid when due. Any amounts not paid when due shall bear interest until paid at the lesser of the rate of three percent (3%) per month or the highest rate permitted by law.

c. In addition, upon execution of this Lease by Tenant, Tenant shall reimburse Landlord for its reasonable costs and expenses, including legal fees, incurred by Landlord in connection with the negotiation and preparation of this Lease; provided, however, Tenant's liability under this subsection 4.c shall in no event exceed One Thousand Five Hundred Dollars (\$1,500.00).

d. The Base Rent shall be increased annually effective as of each anniversary of the Commencement Date by an amount equal to the greater of five percent (5%) or the percentage increase in the CPI over the CPI for the month 12 months prior to the adjustment date. "CPI" means the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items, issued by the Bureau of Labor Statistics for the United States Department of Labor (1982-84 = 100). If the CPI is converted to a different standard reference base or otherwise revised, the adjustment

set forth in this paragraph shall be made with the use of the conversion formula published by the Bureau of Labor Statistics.

e. If this Lease is terminated at a time other than on the last day of the month, Rent shall be prorated as of the date of termination and, in the event of termination for any reason other than Tenant's default, all prepaid Rents shall be refunded to the Tenant.

g. Base Rent and all other consideration to be paid or provided by Tenant to Landlord shall constitute "Rent" hereunder and shall be paid or provided without offset.

5. Intentionally Deleted

6. Use of Leased Premises.

a. Tenant shall use the Leased Premises for the installation, operation and maintenance of a concrete pad approximately ten feet by sixteen feet (10' x 16') in size for the purpose of installing, maintaining and operating communications equipment. Tenant shall use the Water Tower for the installation, operation and maintenance of Antennae Facilities that are "personal wireless service facilities" as such term is defined in §704 of the Federal Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996), partially codified at 47 U.S.C. § 332(c)(7)(C)(2), and for no other purpose. Landlord may permit others to use other portions of the Water Tower. Pursuant to the preceding Tenant shall install and operate its Antennae Facilities in the manner and of the type described in Exhibit C hereto.

b. Tenant shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety) in connection with the use, operation, maintenance, construction and/or installation of the Antennae Facilities and/or the Premises. Landlord agrees to reasonably cooperate with Tenant in obtaining, at Tenant's expense (including reimbursement of Landlord's reasonable attorney and administrative fees), any federal licenses and permits required for or substantially required by Tenant's use of the Premises.

c. Removal.

(1) The Tenant shall remove the Antennae Facilities from the Premises upon termination of the Lease. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Premises, including use of the Premises by Landlord or any of Landlord's assignees or lessees. If, however, Tenant requests permission not to remove all or a portion of the improvements, and Landlord consents to such non-removal, title to the affected improvements shall thereupon transfer to Landlord and the same thereafter shall be the sole and entire property of Landlord, and Tenant shall be relieved of its duty to otherwise remove same.

(2) Upon removal of the improvements (or portions thereof) as provided above in subpart (1), Tenant shall restore the affected area of the Premises to the reasonable satisfaction of Landlord, ordinary wear and tear and casualty excepted.

(3) All costs and expenses for the removal and restoration to be performed by Tenant pursuant to subparts (1) and (2) above shall be borne by Tenant, and Tenant shall hold Landlord harmless from any portion thereof.

7. Construction Standards. The Antennae Facilities shall be installed on the Premises in a good and workmanlike manner without the attachment of any construction liens. Landlord reserves the right to require Tenant to paint the Antennae Facilities in a manner consistent with the color of the Water Tower or to otherwise shield the Antennae Facilities from view.

8. Installation of Equipment.

a. Tenant shall, at its sole cost and expense, install on the Premises, in accordance with good engineering practices and with all applicable FCC rules and regulations, its Antennae Facilities as described on Exhibit C.

b. Tenant's installation of all such Antennae Facilities shall be done according to plans approved by Landlord. Any damage done to the Water Tower or the Property during installation and/or during operations shall be repaired or replaced immediately at Tenant's expense and to Landlord's sole satisfaction. In connection with the installation and operation of the Antennae Facilities, Tenant shall not make any penetrations of the Water Tower without Landlord's prior written consent. All Water Tower penetrations that may be permitted by Landlord shall be undertaken only under the supervision of Landlord's Water Towering contractor. Tenant shall pay all costs and expenses in relation to maintenance and repairs made by Landlord to maintain the integrity of Landlord's Water Tower resulting from Tenant's installation and operations of the Antennae Facilities.

c. Within thirty (30) days after the Commencement Date, Tenant shall provide Landlord with as-built drawings of the Antennae Facilities and the improvements installed on the Premises, which show the actual location of all equipment and improvements consistent with Exhibit C. Said drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and Antennae Facilities.

9. Equipment Upgrade. Tenant may update or replace the Antennae Facilities from time to time with the prior written approval of Landlord, provided that the replacement facilities are not greater in number or size than the existing facilities and that any change in their location on the Water Tower is approved in writing by Landlord. Tenant shall submit to Landlord a detailed proposal for any such replacement facilities and any supplemental materials as may be requested, for Landlord's evaluation and approval. As technology advances and improved antennae are developed and reasonably available, Landlord may require in its reasonable discretion the replacement of existing antennae with the improved antennae, as long as the installation and use of the improved antennae are practical, technically feasible and do not require Lessee to spend more than 125% of the replacement cost of its existing antennae.

10. Maintenance.

a. Tenant shall, at its own expense, maintain the Leased Premises and any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner suitable to Landlord so as not to conflict with the use of the Property or other leasing of space on the Water Tower by Landlord. Tenant shall not interfere with the use of the Water Tower, the Property, related facilities or other equipment of other tenants.

b. Tenant shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Antennae Facilities, and leasehold improvements, and shall keep the same in good repair and condition during the Lease term.

c. Tenant shall keep the Leased Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

d. In the event the Landlord or any other tenant undertakes painting, construction or other alterations on the Water Tower, Tenant shall take reasonable measures at Tenant's cost to cover Tenant's equipment, personal property or Antennae Facilities and protect such from paint and debris fallout which may occur during the painting, construction or alteration process.

11. Leased Premises Access.

a. Tenant shall have access to the Leased Premises by means reasonably designated by Landlord, subject to notice requirements to Landlord in 11.b., below.

b. Tenant shall have reasonable access to the Leased Premises in order to install, operate, repair and maintain its Antennae Facilities. Tenant shall provide Landlord with at least twenty-four (24) hours' prior telephonic notice before accessing the Premises for routine maintenance. Tenant may access the Premises without prior notice to Landlord in case of emergency, but Tenant shall notify Landlord telephonically as soon as reasonably possible after any such emergency access.

c. Landlord shall be allowed and granted access to the Leased Premises at reasonable times to examine and inspect the Leased Premises for safety reasons or to ensure that the Tenant's covenants are being met.

12. Utilities. Tenant shall, at its expense, separately meter charges for the consumption of electricity and other utilities associated with its use of the Leased Premises and the Antennae Facilities and shall timely pay all costs associated therewith.

13. License Fees. Tenant shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Tenant's use of the Leased Premises.

14. Approvals; Compliance with Laws. Tenant's use of the Leased Premises is contingent upon its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority. Tenant shall erect, maintain and operate its Antennae Facilities in accordance with standards, statutes, ordinances, rules and regulations now in effect or that may be issued thereafter by the Federal Communications Commission or any other governing bodies.

15. Interference.

a. Tenant's installation, operation, and maintenance of its Antennae Facilities shall not damage or interfere in any way with Landlord's operations or related repair and maintenance activities or with such activities of other tenants. Tenant agrees to cease all such actions which materially interfere with Landlord's use of the Water Tower or the Property immediately upon

actual notice of such interference, provided however, in such case, Tenant shall have the right to terminate the Lease. Landlord, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter or improve the Property (exclusive of the Premises) in connection with its operations as may be necessary, including leasing parts of the Water Tower to others.

b. Before approving the placement of additional Antennae Facilities, Landlord may obtain, at Tenant's expense, an interference study indicating whether Tenant's intended use will interfere with any existing communications facilities on the Water Tower and an engineering study indicating whether the Water Tower is able to structurally support the Tenant's Antennae Facilities without prejudice to the Landlord's primary use of the Water Tower.

c. Landlord does not guarantee to Tenant subsequent noninterference with Tenant's communications operations, provided, however, that in the event any other party except a governmental unit, office or agency requests a lease and/or permission to place any type of additional antennae or transmission facility on the Water Tower, the procedures of this paragraph shall govern to determine whether such antennae or transmission facility will interfere with Tenant's transmission operations.

d. If Landlord receives any such request, Landlord shall submit a proposal complete with all technical specifications reasonably requested by Tenant to Tenant for review for noninterference; however, Landlord shall not be required to provide Tenant with any specifications or information claimed to be of a proprietary nature by the third party. The third party shall be responsible for the reasonable cost of preparing the technical specifications for its proposed transmission facility. Tenant shall have thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objection within said thirty (30) day period shall be deemed consent by Tenant to the installation of antennae or transmission facilities pursuant to said proposal. If Tenant gives notice of objection due to interference during such 30 day period and Tenant's objections are verified by Landlord to be valid, then Landlord shall not proceed with such proposal unless Landlord modifies the proposal in a manner determined, in Landlord's reasonable judgment, to adequately reduce the interference. In that case, Landlord may proceed with the proposal. A governmental unit may be allowed to place antennae or other communications facilities on the Water Tower regardless of potential or actual interference with Tenant's use, provided however, if Tenant's use of the Premises is materially affected, Tenant may terminate the Lease.

e. Tenant's use and operation of its facilities shall not interfere with the use and operation of other communication facilities on the Water Tower which pre-existed Tenant's facilities. If Tenant's facilities cause interference, Tenant shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, Tenant shall immediately cease operating its facility until the interference has been eliminated. If the interference cannot be eliminated within 30 days, Landlord may terminate this Lease.

#### 16. Default and Landlord's Remedies.

a. It shall be a default if Tenant fails to pay Rent or any other sums to Landlord when due, and does not cure such default within ten (10) days after receiving written notice of such failure from Landlord; or if Tenant defaults in the performance of any other covenant or condition of this Lease and does not cure such other default within thirty (30) days after written notice from

Landlord specifying the default complained of or if Tenant abandons or vacates the Leased Premises; or if Tenant is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or if Tenant becomes insolvent, provided, however, that Tenant will not be in default if it commences curing any non-monetary default within such 30-day period and thereafter diligently prosecutes the cure to completion.

b. In the event of a default, Landlord shall have the right, at its option, in addition to and not exclusive of any other remedy Landlord may have by operation of law, without any further demand or notice, to re-enter the Leased Premises and eject all persons therefrom, and either (i) declare this Lease at an end, in which event Tenant shall immediately remove the Antennae Facilities (and proceed as set forth in paragraph 4(b)) and pay Landlord a sum of money equal to the amount of the unpaid rent accrued through the date of termination, or (ii) without terminating this Lease, relet the Leased Premises, or any part thereof, for the account of Tenant upon such terms and conditions as Landlord may deem advisable, and any monies received from such reletting shall be applied first to the expenses of such reletting and collection, including reasonable attorneys' fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due to Landlord hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Tenant shall pay Landlord any deficiency monthly, notwithstanding that Landlord may have received rental in excess of the rental stipulated in this Lease in previous or subsequent months, and Landlord may bring an action therefor as such monthly deficiency shall arise.

c. No re-entry and taking of possession of the Leased Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease, regardless of the extent of renovations and alterations by Landlord, unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

d. If suit shall be brought by Landlord for recovery of possession of the Leased Premises, for the recovery of any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant, the Tenant shall pay to the Landlord all expenses incurred therefor, including reasonable attorney fees.

17. Cure by Landlord. In the event of any default of this Lease by Tenant, the Landlord may at any time, after notice, cure the default for the account of and at the expense of the Tenant. If Landlord is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce the Landlord's rights under this Agreement, the sums so paid by Landlord, with all interest, costs and damages shall be deemed to be Base Rent and shall be due from the Tenant to Landlord on the first day of the month following the incurring of the respective expenses.

18. Optional Termination.

a. This Lease may be terminated (i) by Tenant if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the Antennae Facilities or Tenant's business; (ii) by Landlord if the Landlord decides, in its sole discretion and for any reason, to discontinue use of the Water Tower; (iii) by Landlord if it determines, in its sole discretion and for any reason, that the Water Tower is structurally unsound, including but not limited to consideration of age of the structure, damage or destruction

of all or part of the Water Tower from any source, or factors relating to the condition of the Water Tower; (iv) by Landlord if it reasonably determines that continued use of the Water Tower by Tenant is in fact a threat to health, safety or welfare or violates applicable laws or ordinances; or (v) by Landlord at its sole discretion if Tenant loses its license to provide PCS/cellular service for any reason, including, but not limited to, nonrenewal, expiration, or cancellation of its license.

b. Upon termination of this Lease for any reason, Tenant shall remove its equipment, personal property, Antennae Facilities, and leasehold improvements from the Leased Premises on or before the date of termination, and shall repair any damage to the Premises caused by such equipment, normal wear and tear excepted; all at Tenant's sole cost and expense. Any such property or facilities which are not removed by the end of Lease term shall become the property of Landlord.

19. Liquidated Damages: Termination. Notice of termination pursuant to any provision of this Lease shall be given in writing in accordance with paragraph 29, below, and shall be effective upon receipt of such notice. All rentals paid for the Lease of the Premises prior to said termination date shall be retained by Landlord, unless the Lease is terminated by Landlord, in which case all prepaid Rent shall be refunded on a pro rata basis. Upon such termination, this Lease shall become null and void and the parties shall have no further obligations to each other.

20. Alteration, Damage or Destruction. If the Water Tower or any portion thereof is altered, destroyed or damaged so as to materially hinder effective use of the Antennae Facilities through no fault or negligence of Tenant, Tenant may elect to terminate this Lease upon thirty (30) days' written notice to Landlord. In such event, Tenant shall promptly remove the Antennae Facilities from the Premises and shall restore the Leased Premises to the same condition as existed prior to this Lease, ordinary wear and tear and casualty excepted. This Lease (and Tenant's obligation to pay rent) shall terminate upon Tenant's fulfillment of the obligations set forth in the preceding sentence, at which termination Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. Landlord shall have no obligation to repair any damage to any portion of the Premises.

21. Condemnation. In the event the Property is taken by eminent domain, this Lease shall terminate as of the date title to the Property vests in the condemning authority. In the event a portion of the Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days' written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and the Landlord shall receive full amount of such award. Tenant hereby expressly waives any right or claim to any portion thereof although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, shall belong to Landlord. Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord (unless Landlord is the condemning authority), such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, Antennae Facilities, and leasehold improvements.

22. Indemnity and Insurance.

a. Disclaimer of Liability: Unless caused by or resulting from the negligence or willful misconduct of Landlord, its employees, agents or contractors, Landlord shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever

arising out of Tenant's construction, maintenance, repair, use, operation, condition or dismantling of the Premises or Tenant's Antennae Facilities.

b. Indemnification: Tenant shall, at its sole cost and expense, indemnify and hold harmless Landlord and its respective subsidiary entities, officers, boards, commissions, employees, agents, attorneys, and contractors, elected or appointed, (hereinafter referred to as "Indemnitees"), from and against:

i. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Tenant, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Premises or Tenant's Antennae Facilities or the Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.

ii. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to Tenant, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Premises or Tenant's Antennae Facilities, and, upon the written request of Landlord, Tenant shall cause such claim or lien covering Landlord's property to be discharged or bonded within thirty (30) days following such request.

iii. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any financing or securities offering by Tenant or its affiliates for violations of the common law or any laws, statutes, or regulations of the State of Oklahoma or United States, including those of the Federal Securities and Exchange Commission, whether by Tenant or otherwise.

iv. Tenant's obligation to indemnify Indemnitees under this Lease shall in no event extend or apply to claims, losses, and other matters covered hereunder that are caused or contributed to by the negligence or willful misconduct of one or more Indemnitees.

v. Notwithstanding anything to the contrary in this Lease, Tenant's indemnity obligations under this Lease shall in no event extend to indirect, special, incidental, consequential or punitive damages, including, without limitation, loss of profits, income or business opportunities.

c. Assumption of Risk: Tenant undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "Tenant" for the purpose of this

section), all risk of dangerous conditions, if any, on or about the Property or the Water Tower, and Tenant hereby agrees to indemnify and hold harmless the Indemnitees against and from any claim asserted or liability imposed upon the Indemnitees for personal injury or property damage to any person (other than from Indemnitee's negligence or willful misconduct) arising out of the Tenant's installation, operation, maintenance, condition or use of the Leased Premises or Tenant's Antennae Facilities or Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.

d. Defense of Indemnitees: In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Tenant shall, upon notice from any of the Indemnitees, at Tenant's sole cost and expense, resist and defend the same with legal counsel selected by Tenant's insurer; provided however, that Tenant shall not admit liability in any such matter on behalf of the Indemnitees without the written consent of Landlord and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Tenant.

e. Notice, Cooperation and Expenses: Landlord shall give Tenant prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of the preceding paragraph. Nothing herein shall be deemed to prevent Landlord from cooperating with Tenant and participating in the defense of any litigation by Landlord's own counsel. Tenant shall pay all expenses incurred by Landlord in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the reasonable value of any services rendered by the Landlord's attorney, and the actual expenses of Landlord's agents, employees or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions or proceedings but shall not include attorneys' fees for services that are unnecessarily duplicative of services provided Landlord by Tenant.

If Tenant requests Landlord to assist it in such defense then Tenant shall pay all expenses incurred by Landlord in response thereto, including defending itself with regard to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the costs of any services rendered by the Landlord's attorney, and the actual expenses of Landlord's agents, employees or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions or proceedings.

f. Insurance: During the term of the Lease, Tenant shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

- i. Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of One Million Dollars (\$1,000,000) for each accident.
- ii. Comprehensive commercial general liability insurance with minimum limits of Five Million Dollars (\$5,000,000) as the combined single limit for each occurrence of bodily injury, personal injury, death and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability; coverage for property damage from perils of explosion, collapse or damage to

underground utilities, commonly known as XCU coverage. Landlord shall be named as an additional insured under Tenant's commercial general liability insurance policy.

iii. Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Million Dollars (\$5,000,000) and providing coverage for claims discovered within three (3) years after the term of the policy.

iv. Automobile liability insurance covering all owned, hired, and nonowned vehicles in use by Tenant, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of state law with minimum limits of One Million Dollars (\$1,000,000) as the combined single limit for each occurrence for bodily injury and property damage.

iv. At the start of and during the period of any construction, builders all-risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Antennae Facilities. Upon completion of the installation of the Antennae Facilities, Tenant shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Antennae Facilities. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

v. All policies other than Worker's Compensation and environmental contamination shall be written on an occurrence and not on a claims made basis.

vi. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

g. Cross-Liability: Tenant's commercial general liability policy shall contain cross-liability wording similar to the following:

"In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

h. Evidence of Insurance: Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this paragraph shall be filed and maintained with Landlord annually during the term of the Lease. Tenant shall immediately advise Landlord of any claim or litigation that may result in liability to Landlord.

i. Cancellation of Policies of Insurance: All insurance policies maintained pursuant to this Lease shall contain the following endorsement:

"At least thirty (30) days prior written notice shall be given to Landlord by the insurer of any intention not to renew such policy or to cancel, or reduce the coverage limits of same, such notice to be given by registered mail to the parties named in the Lease."

j. Insurance Companies: All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Oklahoma or surplus line carriers on the State of Oklahoma Insurance Commissioner's approved list of companies qualified to do business in the State of Oklahoma. All insurance carriers and surplus line carriers shall be rated A or better by A.M. Best Company.

k. Deductibles: Tenant agrees to indemnify and save harmless Landlord and Indemnitees from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by Tenant under this Lease.

l. Contractors: Tenant shall require that each and every one of its contractors and their subcontractors who perform work on the Premises to carry, in full force and effect, workers' compensation, comprehensive public liability and automobile liability insurance coverages of the type which Tenant is required to obtain under the terms of this Lease or in the alternative, Tenant shall require that such contractors and subcontractors be named as additional insured parties on Tenant's insurance policies.

m. Review of Limits: Once during each calendar year during the term of this Lease, Landlord may review the insurance coverages to be carried by Tenant. If Landlord reasonably determines that higher limits of coverage are necessary to protect the interests of Landlord, Tenant shall be so notified and shall obtain the additional limits of insurance, at its sole cost and expense.

23. Hazardous Substance Indemnification. Tenant represents and warrants that its use of the Premises herein will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance. Tenant further agrees to hold Landlord harmless from and indemnify Landlord against any release of any such hazardous substance and any damage, loss, or expense or liability resulting from such release including all reasonable attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the negligence of Landlord, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

24. Holding Over. Any holding over after the expiration of the term hereof, with the consent of the Landlord, shall be construed to be a tenancy from month to month at 150% of the rents herein specified (prorated on a monthly basis) and shall otherwise be for the term and on the conditions herein specified, so far as applicable.

25. Subordination to Mortgage. Any mortgage now or subsequently placed upon any property of which the Premises are a part shall be deemed to be prior in time and senior to the rights of the Tenant under this Lease. Tenant subordinates all of its interest in the leasehold estate created by this Lease to the lien of any such mortgage. Tenant shall, at Landlord's request, execute any additional documents necessary to indicate this subordination.

26. Performance Bond. Contemporaneously with the execution of this Lease, Tenant shall establish and maintain a performance bond in favor of the Landlord in the amount of \$20,000.00. In the event

Tenant fails to fulfill the obligations hereunder, there shall be recoverable, jointly and severally, from the principal and sureties, any damages or loss suffered by the Landlord resulting from the failure of Tenant to faithfully perform the provisions of this Agreement, including the cost of removal of property of Tenant, the cost of completing the obligations of Tenant, together with a reasonable attorney's fee.

27. Acceptance of Premises. By taking possession of the Leased Premises, Tenant accepts the Leased Premises in the condition existing as of the Commencement Date. Landlord makes no representation or warranty with respect to the condition of the Leased Premises and Landlord shall not be liable for any latent or patent defect in the Premises.

28. Estoppel Certificate. Tenant shall, at any time and from time to time upon not less than ten (10) days prior request by Landlord, deliver to Landlord a statement in writing certifying that (a) the Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identify the modifications); (b) the dates to which rent and other charges have been paid; (c) so far as the person making the certificate knows, Landlord is not in default under any provisions of the Lease; and (d) such other matters as Landlord may reasonably request.

29. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by a nationally recognized overnight courier service, to the following addresses:

If to Landlord, to:

City Manager  
6407 Avondale Dr.  
Nichols Hills, OK 73116

With a copy to:

Kendall Parrish  
Comingdeer, Lee & Gooch  
6011 N. Robinson  
Oklahoma City, OK 73118

If to Tenant, to:

VoiceStream PCS I, LLC  
c/o T-Mobile  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: PCS Lease Administration  
Facsimile No.: 425-378-5020

With a copy to:

VoiceStream PCS I, LLC  
c/o T-Mobile  
4533 Enterprise Drive  
Oklahoma City, OK 73128  
Attn: Real Estate Manager

30. Assignment.

a. Tenant may not assign this Lease or sublet the Premises without the prior written consent of Landlord, which will not be unreasonably withheld, conditioned or delayed; provided, however, that Tenant may assign this Lease without Landlord's consent but upon written notice by Tenant to Landlord to a parent, subsidiary or affiliate of Tenant, any party that merges or consolidates with Tenant or Tenant's parent, or any party that purchases or otherwise acquires all or substantially all of Tenant's ownership interest or assets.

b. Nothing in this Lease shall preclude Landlord from leasing other space for communications equipment to any person or entity which may be in competition with Tenant, or any other party.

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

32. Non-Waiver. Failure of either party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but such party shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Tenant to Landlord after a breach of this Agreement by Tenant shall not be deemed a waiver of such breach unless expressly set forth in writing.

33. Taxes.

a. Tenant shall pay all real and personal property taxes (or payments in lieu of taxes) and assessments for the Premises, if any, which become due and payable during the term of this Lease. All such payments shall be made, and evidence of all such payments shall be provided to Landlord, at least ten (10) days prior to the delinquency date of the payment. Tenant shall pay all taxes on its personal property on the Premises.

b. Tenant shall indemnify Landlord from any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against Tenant in relation to the taxes owed or assessed on the Premises.

c. If the methods of taxation in effect at the Commencement Date of the Lease are altered so that in lieu of or as a substitute for any portion of the property taxes and special assessments now imposed on property there is imposed a tax upon or against the rentals payable by Tenant to Landlord, Tenant shall pay those amounts in the same manner as provided for the payment of real and personal property taxes.

34. Dispute Resolution.

a. Except as otherwise provided in this Lease, any controversy between the parties arising out of this Lease or breach thereof, is subject to the mediation process described below.

b. A meeting will be held promptly between the parties to attempt in good faith to negotiate a resolution of the dispute. Individuals with decision making authority will attend the meeting regarding the dispute. If within twenty (20) days after such meeting the parties have not succeeded in resolving the dispute, they will, within twenty (20) days thereafter submit the dispute to a mutually acceptable third party mediator who is acquainted with dispute resolution methods. Landlord and Tenant will participate in good faith in the mediation and in the mediation process. The mediation shall be nonbinding. Neither party is entitled to seek or recover punitive damages in considering or fixing any award under these proceedings.

c. The costs of mediation, including any mediators' fees, and costs for the use of the facilities during the meetings, shall be born equally by the parties. Each party's costs and expenses will be born by the party incurring them.

d. If the parties are unable to resolve a dispute under this Lease pursuant to the mediation process described above, and such dispute results in litigation, the prevailing party in any such litigation shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

35. Treatment in Bankruptcy. The parties to this Lease hereby expressly agree and acknowledge that it is the intention of both parties that in the event that during the term of this Lease Tenant shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a "Proceeding") under the United States Bankruptcy Code, 11 U.S.C. § 101, et seq. (The "Code"), this Lease is and shall be treated as an "unexpired lease of nonresidential real property" for purposes of Section 365 of the Code, 11 U.S.C. § 365, and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365.

36. Force Majeure. If a party is delayed or hindered in, or prevented from the performance required under this Lease (except for payment of monetary obligations) by reason of earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrections, war, acts of God or other reasons of like nature, not the fault of the party delayed in performing work or doing acts, such party is excused from such performance for the period of delay. The period for the performance of any such act shall then be extended for the period of such delay. In the event that Tenant invokes this provision because damage to the Water Tower has hindered, delayed, or prevented Tenant from using the Water Tower, Tenant may immediately erect any temporary facilities on the Water Tower necessary to resume service, provided that such temporary facilities do not unreasonably interfere with Landlord's ability to repair or restore the Water Tower. If, in Landlord's sole and absolute discretion, it elects to repair or restore the Water Tower, upon completion of such repair or restoration, Tenant is entitled to repair or rebuild the Antennae Facilities in accordance with the terms agreed upon in this Lease.

37. Miscellaneous.

a. This Lease is not a franchise pursuant to the Oklahoma Constitution, nor is it a permit to use the rights-of-way under the Ordinances of the City of Nichols Hills. Any such franchise or permit must be obtained separately from Landlord.

b. Landlord and Tenant each represent and warrant to the other that all necessary authorizations and approvals required for execution and performance of this Lease have been given and that the undersigned individual is duly authorized to execute this Lease and bind the party for which it signs.

c. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind, including the Agreement dated August 21, 1996 between Landlord and Tenant's predecessor in interest, Western PCS I Corporation (the "Prior Lease"). There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties. The Prior Lease will terminate as of the Commencement Date of this Lease without any further act of the parties.

d. This Lease and performance hereunder shall be governed, interpreted, construed and regulated by the laws of the State of Oklahoma.

e. If any term, covenant, condition or provision of this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

f. Landlord hereby expressly disclaims all Warranties of Merchantability and Fitness for a Particular Purpose associated with the Premises. Tenant accepts the Leased Premises "as is."

g. Tenant shall use the utmost good faith to apply for, obtain, and keep in full force and effect all certificates, permits, licenses, and approvals affecting Tenant's ability to use the Leased Premises.

h. This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

i. This Lease does not and shall not be construed to establish or create a partnership, joint venture, franchise or other form of business association between Landlord and Tenant.

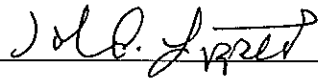
j. Whenever Landlord's consent or approval is required under any provision of this Lease, the same shall not be unreasonably withheld, conditioned or delayed.

k. Landlord acknowledges that notwithstanding anything to the contrary in this Lease, Tenant previously installed its Antennae Facilities on the Property and Water Tower pursuant to the Prior Lease and Tenant's execution of this Lease shall not obligate Tenant to provide new structural engineering reports covering existing Antennae Facilities to Landlord or perform any additional radio frequency interference studies in addition to those required by FCC rules. As of the date of this Lease, Tenant's Antennae Facilities include six (6) antennas and six (6) lines of 1 5/8" diameter coaxial cable on the Water Tower. Landlord further acknowledges and agrees that for no additional rent, Tenant shall have the right to install up to six (6) additional lines of 1 5/8" diameter coaxial cable on the Water Tower; provided, however, that Landlord's prior written approval of Tenant's plans for such additional lines of coaxial cables shall be required.

This Lease was executed as of the date first set forth above.

**LANDLORD:**

CITY OF NICHOLS HILLS

  
\_\_\_\_\_

By:

By:   
Its Mayor  
Its Clerk**TENANT:**

VOICESTREAM PCS I, LLC

  
\_\_\_\_\_By: Steve Thornhill

Title: Director, Engineering and Operations

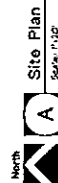
**EXHIBIT A****LEGAL DESCRIPTION OF OWNED PREMISES**

All of Lots 24 and 25 in Block 108 in plat of Blocks 106 to 109 inclusive and Blocks 112 and 113, WILSHIRE SECTION, an addition in Oklahoma County, Oklahoma, according to the recorded plat thereof.

**EXHIBIT B**

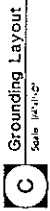
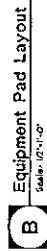
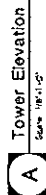
## PREMISES PLAN LEASED PREMISES

See attached one page



**EXHIBIT C****DESCRIPTION OF ANTENNAE FACILITIES**

See attached one page





REC#: 00148936 8/17/2021 11:17 AM  
OPER: CO TERM: 005  
REF#:  
PAID BY:

ACCT #: XXXXXXXXXXXXXXXXXXXX  
AUTH #: 01196S  
TRAN #: 000003440030

TYPE: PURCHASE  
APP NAME: MasterCard  
ENTRY MODE: CHIP

AMOUNT USD\$ 750.00

EMV DETAILS:  
AC: 619913041A49951F  
AID: A0000000041010  
ATC: 0005  
TSI: E800  
TVR: 0000008000

TRAN: 700.0000 SPECIAL PERMITS  
BRANCH COMMUNICATIONS FOR  
TMOBILE  
Special Permit 750.00CR

TENDERED: 750.00 CREDIT CARD  
APPLIED: 750.00-

CHANGE: 0.00

City of Nichols Hills  
6407 Avondale Dr  
Nichols Hills, OK 73116  
(405) 843-6637

August 27, 2021

Hand Delivered to the City of Nichols Hills City Clerk office

Nichols Hills Planning Commission

Nichols Hills City Council

Case No. PC-2021-01

Dear Sirs and Madams,

This letter is remitted to protest AGAINST the proposed special permit submitted by T-Mobile requesting to replace and/or add new antennas and other equipment to be located at or adjacent to the water tower located on at the NW corner of Westminster Place and Greystone Avenue in Nichols Hills, Oklahoma.

I request the R-1-60 Single Family Residential District zoning parameters currently in place, be respected and adhered to in this matter.

Respectfully,



Harold Blood

Property Owner

1835 Westminster Place