

LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement") made this _____ day of _____, 20____, between the City of Kyle, Texas, with its principal offices at 100 W. Center St., Kyle, Texas 78640 ("LESSOR") and Dallas MTA, L.P., d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("LESSEE"). LESSOR and LESSEE may be collectively referred to as "Parties" or individually as "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, Parties hereto agree as follows:

1. LEASED PREMISES. LESSOR hereby leases to LESSEE a portion of that certain space ("Tower Space") on LESSOR's water tower ("Tower"), located at 1401 Dacy Ln, Unit #B, Kyle, Hays County, Texas, being described in Deed Book 1911 at Page 22 as recorded in the Official Public Records of Hays County, Texas (the entirety of LESSOR's property being referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right ("Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way, Dacy Ln, to the Land Space; and together with any further rights- of-way ("Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right-of-Way and Further Rights-of- Way, if any, are substantially described in Exhibit "A" attached hereto and made a part hereof and are collectively referred to hereinafter as the "Premises."

In the event any public utility is unable to use the Right-of-Way or Further Rights-of-Way, LESSOR hereby agrees to grant an additional right-of-way(s) either to LESSEE or to the public utility at no cost to LESSEE.

2. USE OF PREMISES. LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto. LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.
3. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Costs for such work shall be paid by LESSEE.
4. TERM; RENTAL; ELECTRICAL.

This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the

Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of \$21,600.00 to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 26 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, the Agreement shall commence on the 1st day of the following month ("Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13. Upon prior written agreement of Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

LESSOR hereby agrees to provide to LESSEE certain documentation ("Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation acceptable to LESSEE in LESSEE's reasonable discretion evidencing LESSOR's good and sufficient title to and/or interest in the Property; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 26. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and, notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding Paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or

other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

LESSOR shall at all times during the Term make available electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall at its own expense furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, LESSEE shall pay the utility directly for its power consumption. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

5. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.
6. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to \$23,760.00; the annual rental for the second (2nd) five (5) year extension term shall be increased to \$26,136.00; the annual rental for the third (3rd) five (5) year extension term shall be increased to \$28,749.60; and the annual rental for the fourth (4th) five (5) year extension term shall be increased to \$31,624.56.
7. INTENTIONALLY DELETED.
8. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed, including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property.
9. APPEALS OF TAX ASSESSMENTS. LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction,

credit or repayment received by LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment.

10. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any federal, state or local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected, (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority, (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory, (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, LESSEE shall have no further obligations for the payment of rent to LESSOR.

11. INDEMNIFICATION. Subject to Paragraph 12 below, LESSEE shall indemnify and hold harmless LESSOR against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of LESSEE, its employees, contractors or agents except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of LESSOR, or its employees, contractors or agents.

12. INSURANCE.

LESSOR hereby waives and releases any and all rights of action for negligence against LESSEE which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage.

LESSEE shall at its own cost and expense maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSEE will include LESSOR as an additional insured.

13. LIMITATION OF LIABILITY. Neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.
14. ACCESS TO TOWER. LESSOR agrees LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. Only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises without the prior consent of LESSEE.
15. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 36 below). LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If LESSOR fails to make such repairs including maintenance LESSEE may make the repairs and the costs thereof shall be payable to LESSEE by LESSOR on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If LESSOR does not make payment to LESSEE within ten (10) days after such demand, LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from LESSEE to LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have done with respect to the Tower and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is

fully compatible for LESSEE's use, in LESSEE's reasonable determination;

- b. LESSOR pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- c. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
- d. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- e. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

16. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

17. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. All of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

18. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 17 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 17 and this Paragraph 18, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 18 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.
19. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.
20. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.
21. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.
22. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens,

judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

23. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

24. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

25. ASSIGNMENT. This Agreement may be sold, assigned or transferred by LESSEE without any approval or consent of LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

26. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: The City of Kyle, Texas
100 W. Center St.
Kyle, Texas 78640

LESSEE: Dallas MTA, L.P.
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

27. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.
28. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.
29. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.
30. DEFAULT.
 - a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach,

provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

31. **REMEDIES.** Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

32. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are, were or become in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused solely by the specific activities of LESSEE in the Premises.

33. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

34. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by

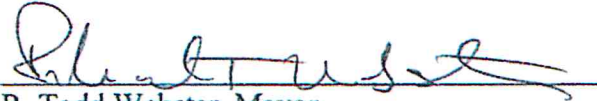
reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

35. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.
36. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.
37. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.
38. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals this _____ day of _____, 20____.

LESSOR: City of Kyle, Texas

By: 
R. Todd Webster, Mayor

LESSEE: Dallas MTA, L.P. d/b/a Verizon Wireless
By: Verizon Wireless Texas, LLC,
its General Partner

By: _____
Aparna Khurjekar, Area Vice President Network

EXHIBIT "A"
(SKETCH OF PREMISES WITHIN PROPERTY)

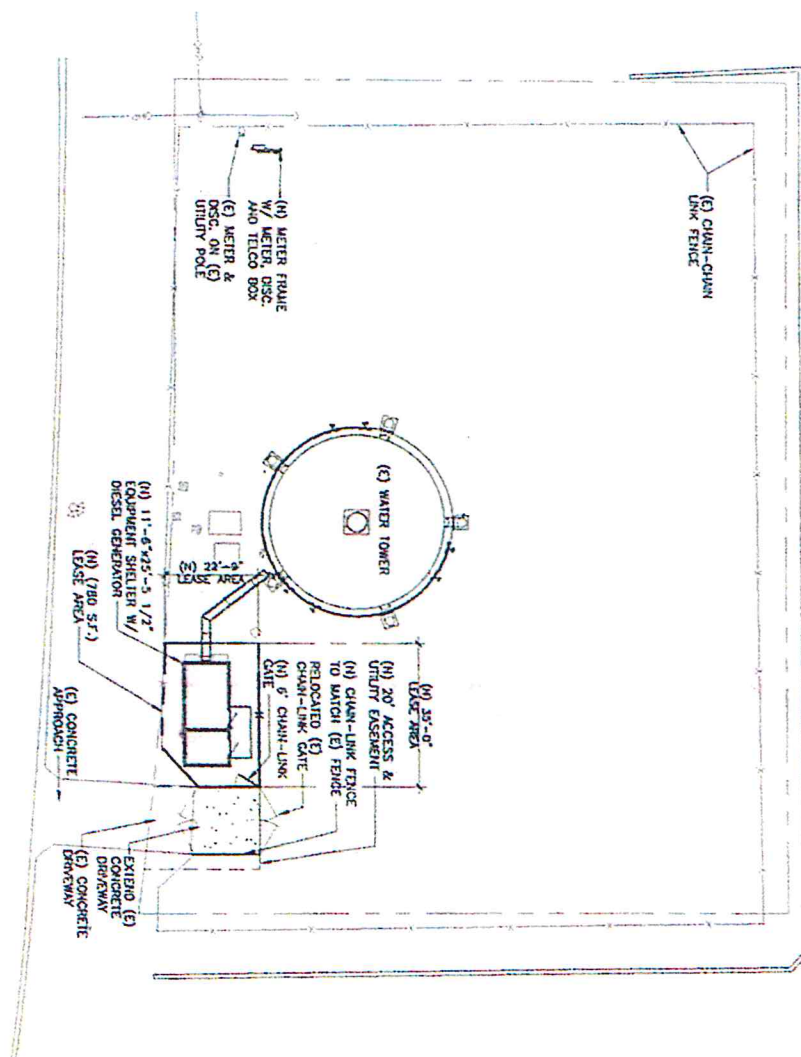
(SEE ATTACHED)

(N) - NEW LESSEE
(E) - EXISTING
(F) - FUTURE

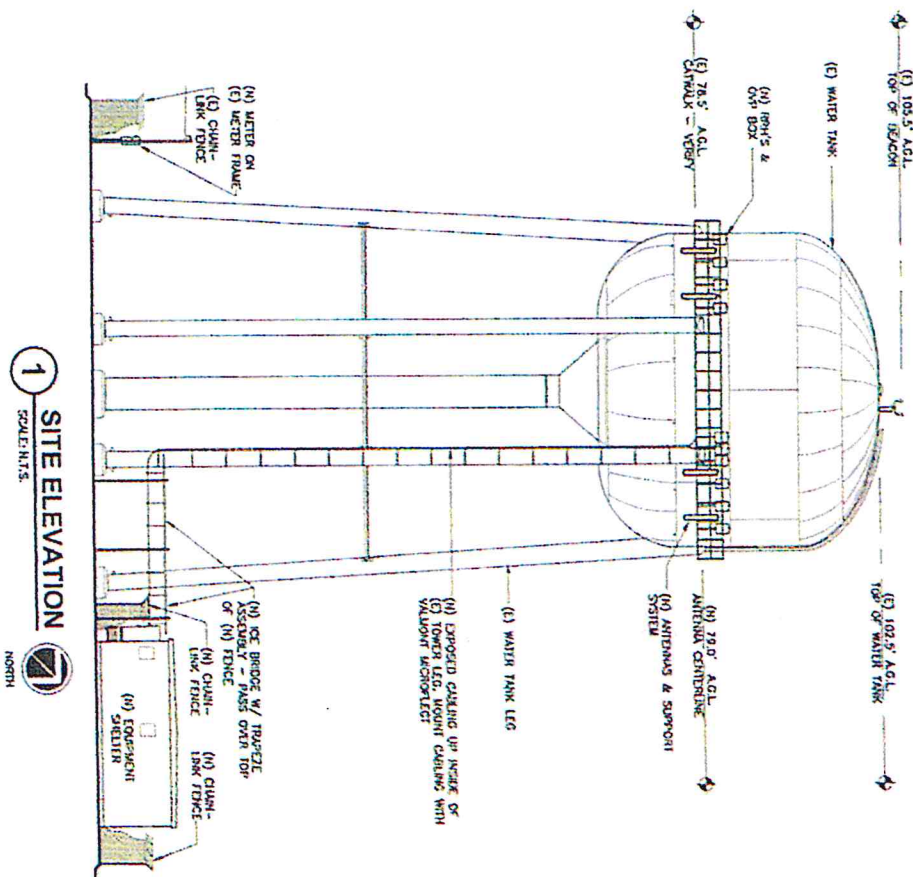
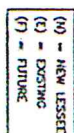
1 SITE PLAN

SCALE: 1/8" = 1'-0"

NORTH



verizon wireless		KYLE DACY *** DACY LANE KYLE, HAYS COUNTY, TEXAS 78640 (282214)		APPROVAL SIGNATURES LANDLORD LEASING CONSTRUCTION	THIS IS AN INCOMPLETE SET NOT FOR CONSTRUCTION OR PERMITTING. APPROPRIATE PROFESSIONAL SEAL WILL BE APPLIED TO FINAL CONSTRUCTION SET	ARCHCOMM, LLC 1006 Bicknell San Antonio, Texas 78213 (210) 204-4905 TYPE NO. F-15409 SHEET TITLE ENSITE	SHEET HISTORY 04.04.14 ENSITE 01.21.15 ENSITE	A1
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		<p>KYLE DACY ***</p> <p>DACY LANE KYLE, HAYS COUNTY, TEXAS 78640 (282214)</p>		<p>APPROVAL SIGNATURE S LANDLORD</p>		<p>LEASING CONSTRUCTION</p>		<p>THIS IS AN INCOMPLETE SET NOT FOR CONSTRUCTION OR PERMITTING. APPROPRIATE PROFESSIONAL SEAL WILL BE APPLIED TO FINAL CONSTRUCTION SET</p>		 <p>ARCHCOM, LLC. 1006 Beckett San Antonio, Texas 78213 (210) 206-9955 TYPE NO. 7-12629</p>		<p>SHEET TITLE ENSEITE</p>		<p>SHEET HISTORY 6/24/14 ENSITE 6/24/14 ENSITE</p>		<p>A2</p>	
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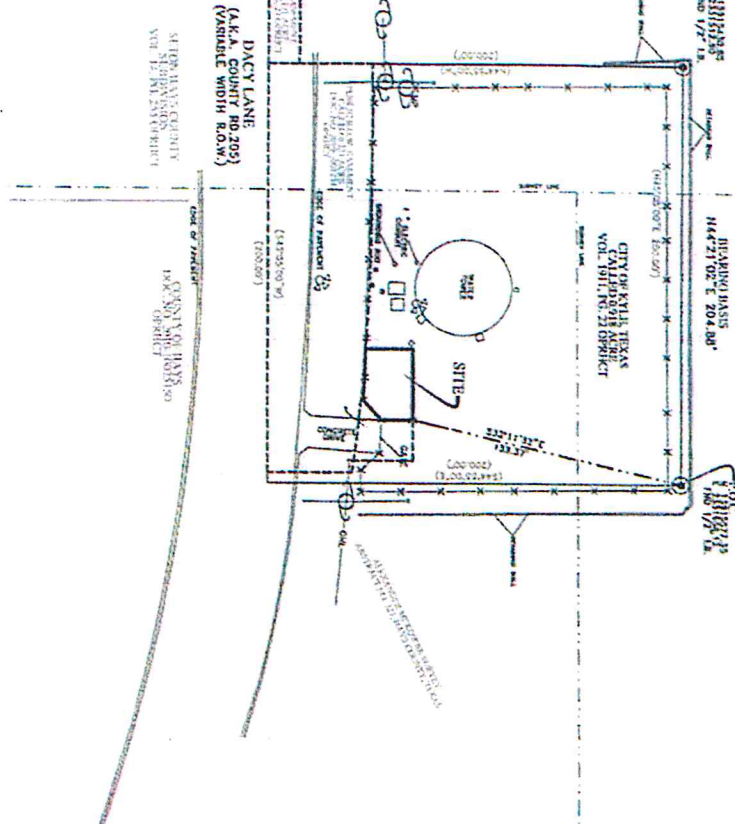
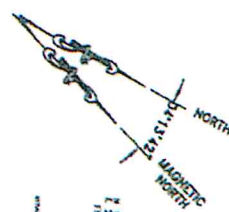
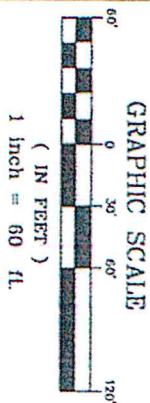
EXHIBIT "B"
EQUIPMENT TO BE INSTALLED

LESSEE is authorized to install and maintain the following equipment:

Antennas:	Twelve (12) panel antennas @ 79' centerline
Number of transmission lines:	Two (2) hybrid flex cables Three (3) home run RET cables Six (6) hybrid flex sector cables
Misc. Equipment:	Six (6) RRHs Eight (8) OVP boxes with pipe mounts RET system (RET units, modems, bias-T's, cables, jumpers, distribution/junction boxes, etc.)
Equipment Shelter with Generator	

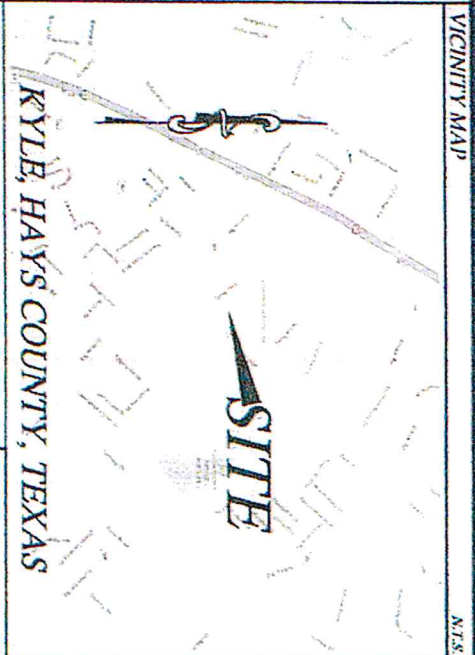
EXHIBIT "C"
(SURVEY)

(SEE ATTACHED)



SURVEY OF:
A 0.0179 OF AN ACRE LEASE AREA AND A 30 FOOT WIDE ACCESS
AND UTILITY EASEMENT OUT OF A CALLED 0918 OF AN ACRE
TRACT OF LAND IN DEED TO THE CITY OF KYLE, TEXAS
RECORDED IN VOL. 1911, PG. 22 OFFICIAL PUBLIC RECORDS
HAYS COUNTY, TEXAS (ORPHCT), SITUATED IN THE
ALEXANDER MCKOWNE SURVEY, ABSTRACT NO. 327, HAYS
COUNTY, TEXAS.

SUBJECT TO:
 0 LEASE #911 SOUTHERN STEEL ROLL, TEL: (PHONE CO. VOA, 266, 76, 726
 CREDIT, 100'S NOT AFFECT (LEASER'S LEASE AREA (P.O.))
 21 LEASER IN FIVE CENTS CONSUMPTION DISTRICT VOA, 266, 76, 562
 OBJECT, CANA
 31 RIGHT OF WAY (P.O.M.) LOWER CO. GAVO RIVER AUTHORITY VOA, 266, 76,
 764, OBJECT, PVA
 41 R.O.W., ESCHERIN COUNTY LINE WATER SUPPLY CO. VOA, 266, 76, 70
 OBJECT,
 51 SURTHERLAND COUNTY OF PALE, TEXAS VOA, 266, 76, 766 OBJECT, BAKO
 61 LESSEE SHALL HAVE NO. 55'S RIGHT TO ABANDON LESSEE'S LEASE AREA
 71 THE ADDRESS (P.O.M.) AND THE RIGHTS (N.E.S.W.) AND
 81 GOVERN TO A RIVER (LEASER'S LEASE AREA)



LEGEND

LEGEND

Δ = SET AND HOLD VOLTAGE
A = SET AND HOLD SOURCE CURRENT
() = POWER PLANT OR SYSTEMS
RT = RESISTOR
⊗ = 100 MA FROM LOADS
⊙ = 100 MA FROM SOURCE
⊕ = 100 MA FROM SOURCE
⊖ = 100 MA FROM SOURCE
⊗ = 100 MA FROM SOURCE
⊙ = 100 MA FROM SOURCE
⊕ = 100 MA FROM SOURCE
⊖ = 100 MA FROM SOURCE

FLOOD ZONE: This property described above appears on the Federal Emergency Management Agency Flood Insurance Rate Map (FIRM) 4605202A, dated 12/15/2005, with a flood zone designation of 4605202A-001, which is not designated to be outside the 0.2% annual chance floodplain shown on the map. No warranty is expressed or implied regarding the accuracy of the National Flood Insurance Program Map.

PROJECT INFORMATION:

SITE NAME:	KYLE/DACY
OWNER/LESSOR NAME:	CITY OF KYLE, TEXAS
SITE ADDRESS:	1401 DACY ROAD KYLE, TX 78640
LATITUDE:	30° 06' 24.03" N
LONGITUDE:	97° 51' 09.40" W
GROUND ELEVATION:	743.0' AMSL
LATITUDE HEART:	30° 05' 24.03"
LONGITUDE WEST:	97° 51' 09.40"


SYSTEM	GEODETIC	GEODETIC
DATE	MAY 1983	MAY 1972
RELEASED :	GIS 1980	CLASS 1966

NOTES:

- 1) ALL ELEVATIONS ARE MEAN SEA LEVEL. (100m MEANSEA VERTICAL DATE OF 1983)
- 2) METES AND BOUNDS DESCRIPTION PREPARED THIS DATE.
- 3) THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF AN ASSOCIATION CERTIFICATE BY PRECISE LAND RECORDS DATED APRIL 26TH, 2004.
- 4) BEASONS BASED ON TEXAS STATE PLANE COORDINATES SOUTH CENTRAL ZONE (NAD 83).



I, the undersigned, a REGISTERED PROFESSIONAL LAND SURVEYOR in the STATE OF TEXAS, HEREBY CERTIFY TO VERTON WIRELESS, INC.-COMM, INC., AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS IN INTEREST, THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY "B" CONDITION II SURVEY.

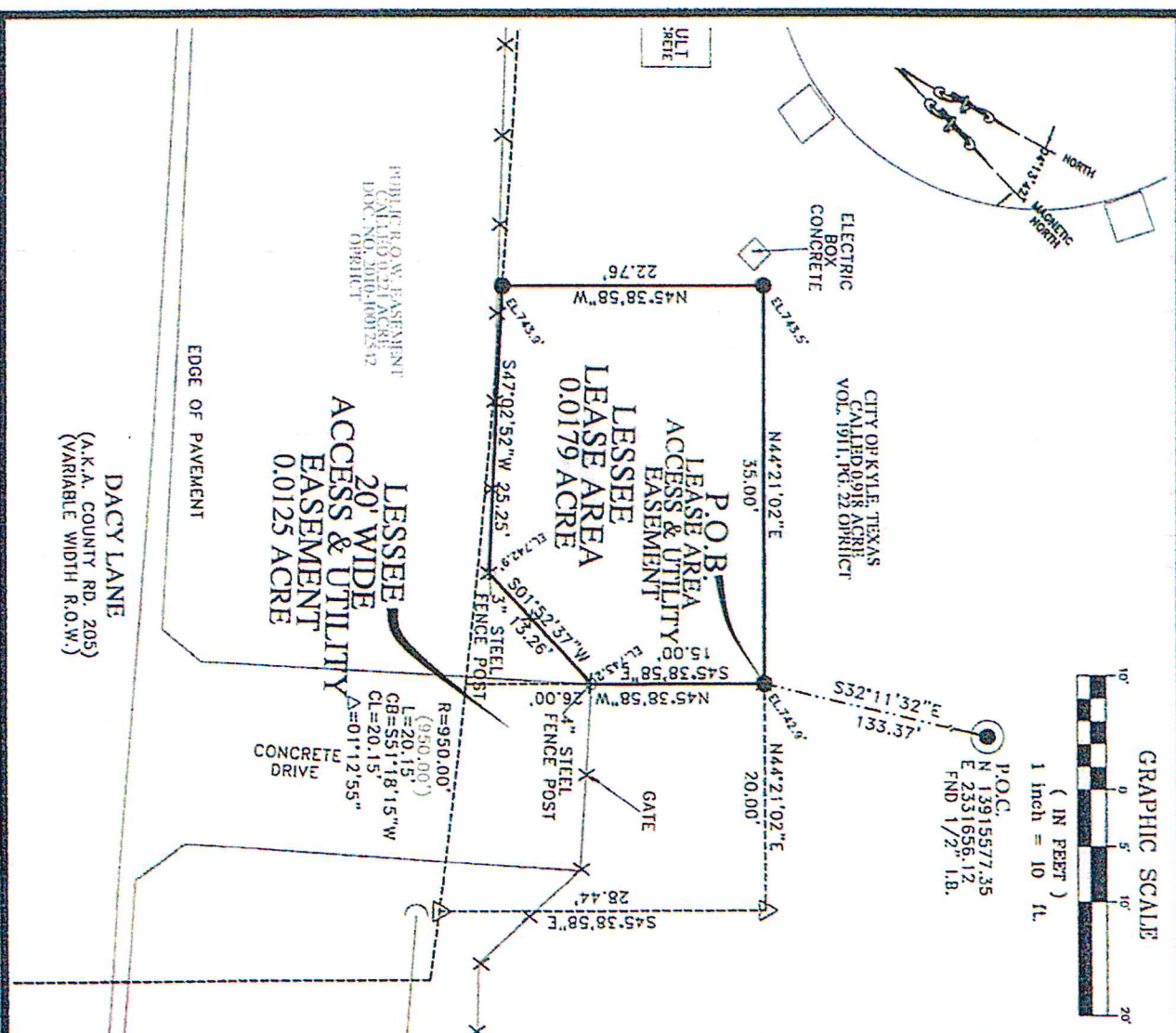

CLINTON L. KANAK, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4499



KYLE DACY
KYLE,
HAYS COUNTY, TX

Solis-Kanak & Associates, Inc.
Professional Surveyors
FIRM LICENSE NO. 10140200
17500 FM 306
CANYON LAKE, TX 78133
(830) 935-4011 FAX (830) 935-4012

DATE: 09-08-16
REV: 1
DRAWN BY: A.A.
REVISED BY:
SHEET NO.
1 of 2



Loose Anna
Kylie Dacy

wild roses for a 0.0173 of an acre (less area of a called 0.0181 of an acre high of land at theed to the
 City of Ryer, Texas, as set forth in Volume 9911, Page 22 Official Public Records Hays County, Texas.
 Substantially as the same is shown on the plat of the same, and being more
 particularly described by metes and bounds as follows: with all hereafter being noted on Texas State
 Platmap Coordinates: South Central Zone (744D 24):

Commenting: at a found 5' x 1' non bar (H 13015517.35, E 2331656.67) marking the northeast corner of a 0.18 of an acre tract and an adjacent corner of Lot 1, Block C, Section 1199 County Subdivision said 0.18 of an acre tract, Page 255 Plat Records: 1199a County, Texas, dated H 44 21 02. E (Brewing recorded in Volume 14, Page 255 Plat Records: 1199a County, Texas, dated H 44 21 02. E (Brewing Base): 204.88 feet, from a found 5' x 1' non bar (H 13015630.85, E 2331512.90) for reference.

Thence S 32° 11' 32" E, 133.37' incl. into said 0.918 of an acre tract, to a set 5' from the west corner of the north corner and the Place of Beginning of the herein described tract area and the west corner of a 20 foot wide access and fully endorsed survey of this same date;

Thence: S 43° 38' 51" E, 15.00 feet, along the northern line of the herein described lease area and the northern line of land instrument, to a 4" steel corner post, for the northern corner of the herein described lease area;

Thence S 01° 32' 31" W, 13.26 feet, along the east line of the herein described lease area, to a 3" above fence post, for the southeast corner of the herein described lease area.

Thames: N 45° 30' 50" W, 22.76 feet, along the southward limit of the freshet described above arm, to a point 100 m. westward of the southward limit of the freshet described above arm.

Thence: N 44° 21' 02" E, 35.00 feet, along the northwest line of the herein described easement, to the Place of Beginning and curvilinearly 0.0170 of an acre of house area more or less.

L05500
Access and Utility Easement

Kyle Dacy
 Right notes for a 20 foot wide access and utility easement out of an acre tract of land by the City of Utah. Tract recorded in Vol. 100, 1814. Page 22 Official Public Records, Utah County.

located in the Lake Okechobee, Fortuna National Wildlife Refuge, located in the Alexander Leksonko Survey, Allstons No. 37, Hays County, Texas, and being more particularly designated by notes and bearings as follows with all bearings being based on Texas State Plane Coordinates, South Carolina Zone (48 85):

Commenting on an issue of the *Journal* by the same author, the following note was published: "The author has been advised that the specimen of *Lot 1*, Block C of Solon Hays County Subdivision said 0.16 of an acre listed on an annexement of Lot 1, Block C of Solon Hays County, Iowa, being N 44° 21' 02" E (bearing recorded in Volume 14, Pages 255 Plat Recent Hays County, Iowa, being N 44° 21' 02" E (Bearing Book), 204 881 feet, from a found 3/4" iron bar (H 1301643.03, E 2331512.50) for reference."

Thence: S. 32° 1' 32" E., 130.31' (ac), and said 0.018 of an acre find, to a set 1/2" iron nail with cap (S&S-Kamali) for the north corner of a 0.0179 of an acre (also area surveyed this same date and on Piece of Beginning and the west corner of the heretofore described acres and unity or several).

Thence: N 44° 21' 02" E, 20.60 foot, along the northwest line of the herein described easement, to a 300 foot wide easement (Sole's Easement) for the north corner of the herein described easement.

Inventory: 3-90; 30-50 sq. ft.; wood frame, bearing the inscription "The Old mill with disk (Sole-Kamui) for the east corner of the house, described as monument lying on the northwest replica-way line of Dacey Lane (a.k.a. Century Road 295 Variable Width ROW recorded in Document No. 2010-10012542 CDPR HCT).

Therefore, in a south-to-north direction along the northern rim of each Darcy Lake and the southwest rim of the heavily dissected alluvium with a curve to the left having a central angle of $01^{\circ} 17' 55''$, a radius of 920.00 feet (radius 930.00 feet), a length of 20.15 feet, a chord bearing and distance being on a bearing of $S 51^{\circ} 18' 15'' W$ 20.15 feet to the south corner of the heavily dissected alluvium being on a bearing directly,

Thence: N 45° 30' 58" E, 26.00 feet, along the southeast line of the lot in the described easement and the northern line of said main area, to the Place of Beginning and containing 0.0125 of an acre of ocean and tidal oceanfront more or less.

KYLE DACY

KYLE,
HAYS COUNTY, TX



ArchComet Design, Inc. Architects
1945 Lockhill-Selma, Suite 101
San Antonio, Texas 78213
(210)308-9905

Solis-Kanak & Associates, Inc.

Professional Surveyors

17500 FM 30

CANYON LAKE, TX 78133

(830) 935-4011 FAX (830) 935-4012



DATE: 07-03-16

SHEET NO.