

NOV 28 2023

ORDER # 18,505

BECKY LANDRUM  
County Clerk, Hunt County, Tex.  
By [Signature]

**AN ORDINANCE OF THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS APPROVING THE LEASE OF SPACE ON ONE SBA COMMUNICATION RADIO TOWER NEAR COMMERCE, TEXAS AND ANOTHER SBA COMMUNICATIONS RADIO TOWER NEAR CELESTE, TEXAS FOR THE HUNT COUNTY PUBLIC SAFETY RADIO SYSTEM AND SETTING AN EFFECTIVE DATE.**

**WHEREAS**, the Commissioners Court of Hunt County, Texas approved the creation and implementation of a new public safety radio system in September 2022; and

**WHEREAS**, the County's radio program consultant has been actively locating, researching, and securing the best possible radio tower space options including the opportunity to mount radio equipment on buildings, existent towers, and to build new towers when economically feasible; and

**WHEREAS**, locations for radio tower space near the cities of Commerce, Texas and Celeste, Texas were needed according to the Public Safety Radio System plans; and

**WHEREAS**, the County's radio program consultant was able to negotiate favorable leases with SBA Communications for available space on radio towers they own and/or lease near those cities attached hereto as "Exhibit A" for the SBA Celeste, TX lease and "Exhibit B" for the SBA Commerce, TX lease.

**BE IT ORDAINED BY THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS:**


Section 1. Findings. The statements contained in the preamble to this Resolution are true and correct and are hereby adopted as finding s of fact and as part of the operative provision hereof.

Section 2. Approved Execution. That the Hunt County Judge is authorized to execute the two leases for available space on the two SBA Communications radio towers detailed in the attached Exhibit A and Exhibit B for the Hunt County Public Safety Radio System.

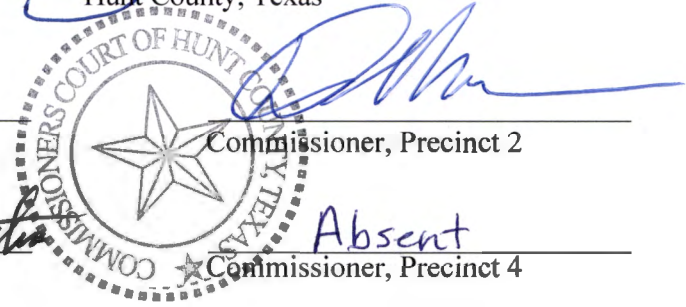
Section 3. Setting an Effective Date. This Ordinance shall take effect immediately upon approval.

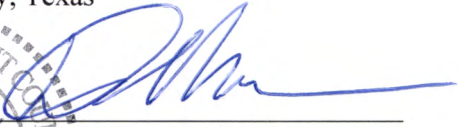
The foregoing Ordinance was adopted on November 28, 2023.

(Signatures on following page)

  
\_\_\_\_\_  
County Judge  
Hunt County, Texas

  
\_\_\_\_\_  
Commissioner, Precinct 1

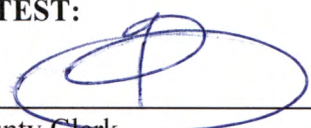


  
\_\_\_\_\_  
Commissioner, Precinct 2

  
\_\_\_\_\_  
Commissioner, Precinct 3

*Absent*  
\_\_\_\_\_  
Commissioner, Precinct 4

**ATTEST:**

  
\_\_\_\_\_  
County Clerk  
Hunt County, Texas

**ANTENNA SITE AGREEMENT**

1. **Premises and Use.** SBA TOWERS II LLC , a Florida limited liability company ("Owner") leases to THE COUNTY OF HUNT TEXAS, a political subdivision of the State of Texas ("Tenant"), the site described below: Tower antenna space; Ground space for placement of Pad or Shelter ("Shelter") for Tenant's base station equipment consisting of approximately 176 square feet; and space required for Tenant's cable ladders, cable runs and cable bridges to connect telecommunications equipment and antennas, in the location shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of Tenant, source of electric and telephone facilities (collectively, the "Site"). The Site will be used by Tenant for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a telecommunications service system facility consisting of the antenna(s) and related equipment set forth on Exhibit B (the "Equipment"). If Tenant desires to place equipment on the Site in addition to that listed on Exhibit B, Owner and Tenant will negotiate the placement of the additional equipment and the associated increased rent. Tenant will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants.

2. **Term.** The "Initial Term" of this Agreement shall be five (5) years beginning on the date set forth below ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date. This Agreement will automatically renew for four (4) additional terms (each a "Renewal Term") of five (5) years each, unless the Tenant provides notice to Owner of its intention not to renew not less than one hundred and twenty (120) days prior to the expiration of the Initial Term or any Renewal Term.

**COMMENCEMENT DATE:** The first day of the first calendar month following the date that Tenant begins installation of its Equipment at the Site or (ii) July 1, 2024, whichever occurs first.

3. **Rent.** Beginning on the Commencement Date rent will be paid in equal monthly installments of One Thousand Nine Hundred Dollars and Zero Cents (\$1,900.00) ("Rent"), in advance, due on the first day of each month, partial months to be prorated on a thirty (30) day month. Rent will be increased annually on the anniversary of the Commencement Date (during the Initial and all Renewal Terms) by 4% of the monthly rate in effect for the prior year. This Agreement shall be effective on the date last executed by the parties provided that Rent shall be subject to change at the discretion of Owner if this lease is not executed by Tenant and returned to Owner by January 31, 2024.

4. **Security Deposit.** Prior to the Commencement Date, Tenant will deposit with Owner an amount equal to no more than 3 months' Rent ("Security Deposit"). Owner will have the right to draw against the Security Deposit in the event of any breach hereunder, including when any Rent becomes past due. If Owner elects to draw down the Security Deposit, Tenant must replenish the amounts so drawn within ten (10) days after written demand therefor by Owner. The Security Deposit will be retained in a non-interest bearing account.

5. **Title and Quiet Possession.** Owner represents and agrees (a) that it is in possession of the Site as grantee under a perpetual easement ("Easement"); (b) that if applicable, upon request from Tenant, Owner will provide to Tenant a copy of the Easement with financial and other confidential terms redacted; (c) that it has the right to enter into this Agreement; (d) that the person signing this Agreement has the authority to sign; and (e) that Tenant is entitled to the quiet possession of the Site subject to zoning and other requirements imposed by governmental authorities, any easements, restrictions, or encumbrances of record throughout the Initial Term and each Renewal Term so long as Tenant is not in default beyond the expiration of any cure period. Notwithstanding anything to the contrary contained in this Agreement, if the Site is subject to an easement, either party may terminate this Agreement without further liability upon the termination or expiration of Owner's right to possession of the Site under the Easement. Owner will not do, attempt, permit or suffer anything to be done which could be construed to be a violation of the Easement. This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. Promptly after this Agreement is fully executed, if requested by Tenant, Owner will request the holder of any such mortgage or deed of trust to execute a non-disturbance agreement in a form provided by Tenant, and Owner will cooperate with Tenant at Tenant's sole expense toward such an end to the extent that such cooperation does not cause Owner additional financial liability. Tenant will not, directly or indirectly, on behalf of itself or any third party, communicate, negotiate, and/or contract with the lessor of the Easement, unless Owner's rights under the Easement have been terminated.

6. **Assignment/Subletting.** Tenant may not assign or transfer this Agreement without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned. However, Tenant may assign without the Owner's prior written consent to any party controlling, controlled by or under common control with Tenant provided that the assuming party has comparable credit quality to that of Tenant. Tenant may not sublease this Agreement. In



no event will Tenant be relieved of any obligations or liability hereunder.

**7. Access and Security.** Tenant will have the reasonable right of access to the Tower where its Equipment is located, provided that Tenant must give Owner forty-eight (48) hours' prior notice. Tenant will have unrestricted access twenty-four (24) hours a day seven (7) days a week to its Pad or Shelter. In the event of an emergency situation which poses an immediate threat of substantial harm or damage to persons and/or property (including the continued operations of Tenant's telecommunications equipment) which requires entry on the Tower, Tenant may enter same and take the actions that are required to protect individuals or personal property from the immediate threat of substantial harm or damage; provided that promptly after the emergency entry and in no event later than twenty-four (24) hours, Tenant gives telephonic and written notice to Owner of Tenant's entry onto the Site.

**8. Notices.** All notices must be in writing and are effective when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise provided by law.

Tenant: Hunt County Texas  
Attn: County Judge  
2507 Lee Street, 2<sup>nd</sup> Floor  
Greenville, TX 75401

With a copy to:  
Scott, Ray, Pemberton & Goll PLLC  
Attn: Hunt County Civil Attorney  
2608 Stonewall Street  
Greenville, TX 75401

Owner: SBA Towers II LLC  
8051 Congress Avenue  
2nd Floor  
Boca Raton, FL 33487-1307  
Attn: Site Administration  
RE: TX11373-A-04 / Celeste  
(NOCC) at 888-950-7483

Rental  
SBA Towers II LLC  
PO Box 933730  
Atlanta, GA 31193-3730  
Attn: Accounts Receivable  
RE: TX11373-A-04 / Celeste

**9. Installation and Improvements.** Prior to installing or allowing any Equipment to be installed at the Site or making any changes, modifications or alterations to such Equipment, Tenant, at its expense, will obtain all required approvals and will submit to Owner plans, specifications and proposed dates of the planned installation or other activity, for Owner's

approval which approval will not be unreasonably withheld, including, if requested by Owner, a tower loading study and/or an intermodulation study performed and certified by an independent licensed professional engineer. The approved plans will be deemed incorporated into this Agreement. All installation of or other work on Tenant's Equipment on the Tower will be at Tenant's sole expense and performed by Owner or one of its affiliates or subsidiaries. All installations, operation and maintenance of Equipment must be in accordance with Owner's policies set forth in Exhibit D. Owner reserves the right to prohibit operation of any Equipment it reasonably deems to be improperly installed, unsafe or not included in the installation design plan. Owner agrees to cooperate with Tenant's reasonable requests, at Tenant's expense, with respect to obtaining any required zoning approvals for the Site and any improvements. Upon termination or expiration of this Agreement, Tenant shall remove its Equipment and improvements and will restore the Site to the condition existing on the Commencement Date, except for ordinary wear and tear and insured casualty loss. If Tenant fails to remove its Equipment as specified in the preceding sentence, Tenant's Equipment will be subject to disconnection, removal, and disposal by Owner. If Tenant's Equipment remains on the Site after the termination or expiration date (even if it has been disconnected), Tenant will pay to Owner a hold-over fee equal to two hundred percent (200%) of the then-effective monthly Rent, prorated from the effective date of termination to the date the Equipment is removed from the Site. Owner will have the right (but not the obligation) to disconnect and remove Equipment from the Site. If, after the termination date, Owner disconnects and removes Equipment, Tenant will pay to Owner upon demand three hundred percent (300%) of the disconnection, removal and storage expenses incurred by or on behalf of Owner. If the Equipment is not reclaimed by Tenant within forty-five (45) days of its removal from the Site, Owner has the right to sell the Equipment and deduct therefrom any amounts due under this Agreement, returning the remainder to Tenant. Upon written notice by Owner to Tenant not less than five (5) business days beforehand, unless such notice cannot reasonably be provided in which event Owner will give Tenant the earliest possible reasonable notice, Tenant will cooperate with Owner in rescheduling its transmitting activities, reducing power, or interrupting its activities for limited periods of time in the event of an emergency or in order to permit the safe installation of new equipment or new facilities at the Site or to permit repair to facilities of any user of the Site or to the related facilities.

**10. Compliance with Laws.** Tenant agrees to take the Site in strictly "as is" condition. Owner represents that the Site, its property contiguous thereto, and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other

laws, codes, and regulations of applicable governmental authorities. Tenant will substantially comply with all applicable laws relating to its possession and use of the Site and its Equipment. Upon request by Owner, Tenant will produce satisfactory evidence that all Equipment installed at the Site complies with federal regulations pertaining to radio-frequency radiation standards and is licensed with the FCC, if applicable. Owner accepts responsibility for the Site's compliance with all tower or building marking and lighting regulations promulgated by the Federal Aviation Administration "FAA" or the Federal Communications Commission "FCC," as applicable. Owner represents and warrants that the Site complies with all applicable tower or building marking or lighting regulations promulgated by the FAA or the FCC. Owner agrees that Tenant may install, at Tenant's sole cost and expense as required for Tenant's Equipment, a tower lighting alarm monitoring system (including, but not limited to, commercial power and a dedicated surveillance telephone line) to monitor the status of the tower/building lighting. Owner shall be solely responsible for reporting any lighting outages or malfunctions to the appropriate governmental authorities. Tenant's installation of such tower/building lighting alarm monitoring system will not relieve Owner of its primary responsibility for compliance with all applicable tower or building marking and lighting requirements. If Tenant installs a temporary generator as described above or contracts with Owner to place a permanent generator at the Site, (i) Owner and Tenant acknowledge that Tenant must comply with all applicable laws and regulations concerning the installation, operation, maintenance and removal of Tenant's generator and/or back up power supply including but not limited to obtaining any and all necessary government approvals and permits, and (ii) Tenant agrees to indemnify, defend and hold harmless Owner for any and all costs, claims, administrative orders, causes of action, fines and penalties which arise out of the installation, operation, maintenance and removal of the generator and or back up power supply used solely by Tenant, and (iii) Upon request of Owner, Tenant agrees to provide Owner with all relevant information concerning the Tenant's generator and/or back up power supply necessary for Owner to comply with any reporting obligations for which Owner, but not Tenant, is responsible as a result of statute or regulation.

11. **Insurance.** During the Term, Tenant will maintain liability coverage it currently holds through an intergovernmental risk pool offered by the Texas Association of Counties.

12. **Interference.** Tenant understands that it is the intent of Owner to accommodate as many users as possible and that Owner may rent space to any other entity or person(s) desiring its facilities. Tenant shall not cause, by its transmitter or other activities,

including the addition of any equipment at a future date, interference to Owner or other tenants that have previously commenced rental payments. Tenant shall provide Owner with a list of frequencies to be used at the Site prior to putting said frequencies into operation. If interference occurs which involves Tenant, Owner may require that an intermodulation study be conducted at Tenant's cost. If Owner determines that the interference is the responsibility of Tenant, Owner will notify Tenant and Tenant shall have five (5) business days from date of notice to correct the interference and if not corrected, Tenant shall cease, and Owner shall have all rights to any legal means necessary including injunctive relief and self-help remedies to cause Tenant to cease transmission, except for intermittent testing for the purpose of correcting the interference. If interference cannot be corrected within sixty (60) calendar days from Tenant's receipt of Owner's notice, then Owner may terminate this Agreement without further obligations to Tenant. Further, if Owner determines that another tenant at the Site is causing interference to Tenant and the interference is not corrected within sixty (60) days from Owner's determination, and such interference precludes Tenant from using the Site for its intended purpose, Tenant may terminate this Agreement. Owner will require substantially similar interference language as outlined in this paragraph in all future Tenant Agreements related to this Site.

13. **Utilities.** Tenant will pay for all utilities used by it at the Site and Tenant will install its own electric meter. Tenant will be responsible directly to the appropriate utility companies for all utilities required for Tenant's use of the Site. However, Owner agrees to cooperate with Tenant, at Tenant's expense, in its efforts to obtain utilities from any location provided by the Owner or the servicing utility. Temporary interruption in the power provided by the facilities will not render Owner liable in any respect for damages to either person or property nor relieve Tenant from fulfillment of any covenant or agreement hereof. If any of Tenant's communications Equipment fails because of loss of any electrical power, and the restoration of the electrical power is within the reasonable control of Owner, Owner will use reasonable diligence to restore the electrical power promptly, but will have no claim for damages on account of an interruption in electrical service occasioned thereby or resulting therefrom.

14. **Relocation Right.** If determined necessary by Owner to relocate the tower, Owner will have the right to pursue relocation of the telecommunications facility of Tenant, or any part thereof, to an alternate tower location ("Relocation Site") on Owner's property; provided, however, that such relocation will (i) be at Owner's sole cost and expense, (ii) not unreasonably result in any interruption of the communications service provided by Tenant on Owner's property, and (iii) not impair, or in any manner alter, the quality of

communications service provided by Tenant on and from Owner's property. Before pursuing relocation under this Section 14, Owner will deliver written notice to Tenant. In the notice, Owner will propose an alternate site on Owner's property to which Tenant may relocate its Equipment. Tenant will have sixty (60) days from the date it receives the notice to evaluate Owner's proposed Relocation Site, during which period Tenant will have the right to conduct tests to determine the technological feasibility of the proposed Relocation Site. Failure to respond in writing within the sixty (60) day period will be deemed an approval. If Tenant disapproves such Relocation Site, then Owner may thereafter propose another Relocation Site by notice to Tenant in the manner set forth above. Tenant's disapproval of a Relocation Site must be reasonable. If Tenant disapproves Owner's second Relocation Site, then Tenant has the right to terminate this Agreement upon 30 days' notice in writing to Owner, and, if termination notice is given, all other obligations Tenant may have are terminated, and any rent paid in advance is to be returned to Tenant pro rata. If Tenant approves of a Relocation Site, then Tenant will have a period of ninety (90) days after completion of the Relocation Site to relocate its Equipment at Owner's expense to the Relocation Site. Owner and Tenant hereby agree that the Relocation Site (including the access and utility right-of-way) may be surveyed by a licensed surveyor at the sole cost of Owner, and such survey will then supplement Exhibit A and become a part hereof.

**15. Termination by Tenant.** Tenant may terminate this Agreement at any time by notice to Owner without further liability if (i) Owner fails to have proper possession of the Site or authority to enter into this Agreement; or (ii) Tenant does not obtain, after making diligent efforts, all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the telecommunications system facility, or if any such approval is canceled, expires, is withdrawn or terminated by such governmental authority or third party following Tenant's diligent efforts to maintain such approval.

**16. Default.** If the Rent or other amount due hereunder is not paid in accordance with the terms hereof, Tenant will pay interest on the past due amounts at the lesser of (i) the rate of one and one-half percent (1.5%) per month, or (ii) the maximum interest rate permitted by applicable law. If either party is in default under this Agreement for a period of (a) ten (10) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under

applicable law, including, but not limited to, the right to terminate this Agreement. Further, Owner may accelerate and declare the entire unpaid Rent for the balance of the existing Term to be immediately due and payable forthwith. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

**17. Taxes.** Tenant shall pay all taxes, including, without limitation, sales, use and excise taxes, and all fees, assessments and any other cost or expense now or hereafter imposed by any government authority in connection with Tenant's payments to Owner, Tenant's Equipment or Tenant's use of the Site. In addition, Tenant shall pay that portion, if any, of the personal property taxes or other taxes attributable to Tenant's Equipment. Tenant shall pay as additional rent any increase in real estate taxes levied against the Site and Tenant's Equipment attributable to the Tenant's use and occupancy of the Site. If the property tax assessor assigns no value to the Tenant's equipment nor is there any increase in assessment due to the Tenant's equipment, the Tenant's property tax liability may be zero. Payment shall be made by Tenant within fifteen (15) days after presentation of receipted bill and/or assessment notice which is the basis for the demand.

**18. Indemnity.** During the term of this Agreement, the parties expressly acknowledge that the Tenant's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution as a political subdivision of the State of Texas, and any provision that purports to require indemnification by the Tenant is invalid. Nothing in this Agreement requires that the Tenant incur debt, assess, or collect funds, or create a sinking fund. To the fullest extent permitted by state law and in accordance with the limits of Article XI, Section 7 of the Texas Constitution as cited above, Tenant agrees to hold harmless the Owner and its officers, agents, and employees from any and all claims, demands, liabilities and expenses (including attorney's fees and costs of defense) arising directly or indirectly out of the operation or performance of Tenant under this Agreement.

Owner Agrees to indemnify and hold harmless Tenant from any and all costs (including reasonable attorneys' fees and costs) and claims of liability or loss which arise out of the use and/or occupancy of the Site by the Tenant including, without limitation, any damage occurring outside of the Site in connection with Tenant's installation of Equipment. This indemnity does not apply to any claims arising from the gross negligence or intentional misconduct of the indemnified party.

Except for its own acts of gross negligence or intentional misconduct, Owner will have no liability for any loss or damage due to personal injury or death,

property damage, loss of revenues due to discontinuance of operations at the Site, libel or slander, or imperfect or unsatisfactory communications experienced by the Tenant for any reason whatsoever.

**19. Hazardous Substances.** Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Tenant or Owner will not introduce or use any such substance on the Site in violation of any applicable law, or permit any discharge or release of such substance on the Site.

**20. Liens.** Tenant will not permit any mechanics, materialman's or other liens to stand against the Site for any labor or material furnished by Tenant in connection with work of any character performed on the Site by or at the direction of the Tenant. In the event that any notice of lien will be filed or given, Tenant will, within thirty (30) days after the date of filing cause the same to be released or discharged by either payment, deposit, or bond. Owner will be indemnified only to the extent allowed by Article XI, Section 7 of the Texas Constitution as cited in paragraph 18 "Indemnity" by Tenant from and against any losses, damages, costs, expenses, fees or penalties suffered or incurred by Owner on account of the filing of the claim or lien.

**21. Casualty or Condemnation.** In the event of any damage, destruction or condemnation of the Site, or any part thereof, not caused by Tenant that renders the Site unusable or inoperable, Owner will have the right, but not the obligation, to provide an alternate location, whether on the same Site or another Site, or to terminate this Agreement within thirty (30) days after the damage, destruction or condemnation. If Owner does not terminate this Agreement: (i) the Rent payable hereunder will be reduced or abated in proportion to the actual reduction or abatement of use of the Site by Tenant; and (ii) Owner will make any necessary repairs to the Site caused by the damage or destruction and will be entitled to use any and all insurance proceeds to pay for any repairs. In the event Owner has not proceeded to repair, replace or rebuild the Site within sixty (60) days after the damage or destruction, after giving thirty (30) days written notice and Owner's failure to comply within that time frame, then Tenant may terminate this Agreement. Owner will in no event be liable to Tenant for any damage to or loss of Tenant's Equipment, or loss or damage sustained by reason of any business interruption suffered by reason of any condemnation, act of God, by Tenant's act or omission, or Tenant's violation of any of the terms, covenants or conditions of this Agreement, (unless caused solely by Owner's intentional misconduct or gross negligence). The terms and conditions of this Section 21 shall survive

the termination of this Lease. Owner acknowledges that Tenant may have certain emergency procedures that Tenant may desire to implement, including the temporary location of a cell on wheels on the Site, in the event of a casualty. To the extent possible, Owner will cooperate with Tenant in Tenant's implementation of its emergency responses as the same may exist from time to time.

**22. Confidentiality.** Tenant agrees not to discuss publicly, advertise, nor publish in any newspaper, journal, periodical, magazine, or other form of mass media, the terms or conditions of this Agreement or the underlying Easement. Doing so shall constitute a default under this Agreement immediately. It is agreeable that Tenant will not discuss terms and conditions with any parties not directly involved with this Agreement.

**23. Bankruptcy and Insolvency.** Owner and Tenant agree that this Agreement constitutes a lease of non-residential real property for the purposes of 11 U.S.C. § 365 (d) (4) or any such successor provision.

**24. Miscellaneous.** (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State in which the Site is located; (c) If requested by Tenant, Owner agrees to promptly execute and deliver to Tenant a recordable Memorandum of this Agreement in the form of Exhibit C; (d) This Agreement (including the Exhibits) constitutes the entire Agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties, particularly related but not limited to Tenant's equipment rights on the tower and/or at the Site. Any amendments to this Agreement must be in writing and executed by both parties; (e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; (f) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party; (g) Failure or delay on the part of Tenant or Owner to exercise any right, power, or privilege hereunder will not operate as a waiver thereof; waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of the provision, or of a breach of any other provision of this Agreement; and (h) Tenant agrees and acknowledges that, in conjunction with other broadcast entities which may transmit from the Site, if necessary due to FCC RF emission standards

Site ID: TX11373-A-04  
Site Name: Celeste

Tenant Site ID: Site 29  
Tenant Site Name: Hunt County, Texas

and upon reasonable notice, Tenant shall reduce power or terminate station operations to prevent possible overexposure of worker to RF radiation. The following Addendum and Exhibits are attached to and made a part of this Agreement: Exhibit "A" (Site Description), "B" (Antenna and Equipment List), "C" (Memorandum of Antenna Site Agreement) and "D" (Minimum Installation, Occupancy...).





Site ID: TX13445-A-02  
Site Name: Commerce 2 TX

Tenant Site ID: 003  
Tenant Site Name: Commerce

TENANT: THE COUNTY OF HUNT, TEXAS, a political subdivision of the State of Texas

By: [Signature]  
By: Bobby W. Stovall  
Title: County Judge  
Date: \_\_\_\_\_

Fed Tax ID: 75-6001017  
Address: 2507 Lee Street, 2nd Floor  
Greenville, Texas 75401

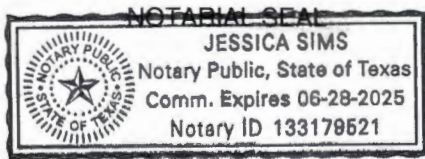
Witness: [Signature]

Witness: \_\_\_\_\_

TENANT NOTARY BLOCK:

STATE OF Texas COUNTY OF Hunt

The foregoing instrument was acknowledged before me this 28 day of November, 2023 by Bobby Stovall, a representative of **The County of Hunt, Texas**, a political subdivision of the State of Texas who is personally known to me or produced \_\_\_\_\_ as identification.



[Signature]  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC—STATE OF Tx

My commission expires:  
6-28-25

Jessica Sims  
(NAME OF NOTARY)  
COMMISSION NUMBER: 133179521

OWNER: SBA INFRASTRUCTURE, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
By: Jason Silberstein  
Title: Executive Vice President, Site Leasing  
Date: \_\_\_\_\_

Fed Tax ID: 20-5787336  
Address: 8051 Congress Avenue  
2nd Floor  
Boca Raton, FL 33487-1307

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

OWNER NOTARY BLOCK:

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Jason Silberstein, Executive Vice President, Site Leasing of **SBA Infrastructure, LLC**, a a Delaware limited liability company who is personally known to me.

NOTARIAL SEAL

\_\_\_\_\_  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC—STATE OF FLORIDA

My commission expires:  
\_\_\_\_\_

\_\_\_\_\_  
(NAME OF NOTARY)  
COMMISSION NUMBER: \_\_\_\_\_



**ADDENDUM TO ANTENNA SITE AGREEMENT**

This Addendum is annexed to and forms a part of a certain Antenna Site Agreement (the "Agreement") dated \_\_\_\_\_, by and between SBA INFRASTRUCTURE, LLC ("Owner") and **THE COUNTY OF HUNT, TEXAS** ("Tenant").

IN THE EVENT THAT ANY OF THE TERMS AND CONDITIONS HEREINAFTER SET FORTH CONFLICT WITH THE TERMS AND CONDITIONS OF THE AGREEMENT TO WHICH IT IS ANNEXED, THE TERMS AND CONDITIONS OF THIS ADDENDUM SHALL GOVERN AND BE DEEMED TO AMEND CONFLICTING PROVISIONS OF SAID AGREEMENT. AS USED IN THIS ADDENDUM, ALL CAPITALIZED TERMS SHALL HAVE THE SAME DEFINITION AS IN THE AGREEMENT TO WHICH IT REFERS EXCEPT TO THE EXTENT SUCH DEFINITIONS ARE HEREIN AMENDED.

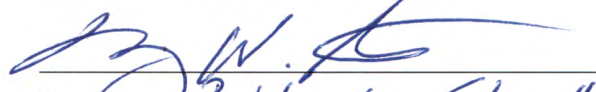
Owner and Tenant hereby agree to the following additional or amended terms and conditions:

1. Owner and Tenant acknowledge that Owner shall perform or shall have performed a structural analysis on the tower with respect to Tenant's installation of its Equipment as set forth in Exhibit B attached to this Agreement.
2. Tenant agrees that it shall be solely responsible for all costs associated with the structural analysis and foundation study, if deemed necessary.
3. In the event the tower or foundation shall need to be reinforced prior to the installation of Tenant's Equipment, all modifications and/or reinforcement of or other work on the tower, foundation and the installation of Tenant's Equipment on the tower will be at Tenant's sole cost and expense and performed by Owner or one of its affiliates or subsidiaries.
4. Owner shall perform or shall have performed all such work in accordance with the structural analysis.
5. In the event a pre-construction passing structural analysis is received for the Equipment set forth on Exhibit B, Tenant shall not be responsible for any costs related to modifications or reinforcement of the tower and any reference above to such effect shall be deemed null and void.

Except as amended by the Addendum to the Agreement, the terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have set their hands as of the date set forth above.

**TENANT: THE COUNTY OF HUNT, TEXAS**

  
By: Bobby W. Stovall  
Title: County Judge

**OWNER: SBA INFRASTRUCTURE, LLC**

By: Jason Silberstein, EVP – Site Leasing  
OR  
Alyssa Houlihan, VP – Site Leasing

**EXHIBIT A  
SITE DESCRIPTION**

Site located at: 10564 State Highway 224, situated in the City of Commerce,  
County of Hunt, State of Texas 75428

Legal Description:

A tract or parcel of land being a part of the University Leagues 4 & 7 and the North one-half of Block No. 22, Patented as the F. Abderworth Survey Abstract No. 28, Hunt County, Texas, and being 7.102 Acres of land out of a 48.92 acre tract described in a deed from J.W. Bigony and his wife Mrs. Alice Bigony, to Noble A. Arthur and his wife, Mrs. Willie Brooks Arthur as recorded in Volume 486 Page 218 of the Deed Records of Hunt County, Texas and being more particularly described as follows:

COMMENCING at a partially destroyed concrete Right-of-Way marker found on the North line of the Frontage Road of State Highway 254, as referenced in a deed from Noble A. Arthur and his wife, Mrs. Willie Brooks Arthur to the State of Texas, dated November 21, 1970 and recorded in Volume 693 Page 264 of the Deed Records of Hunt County, Texas, and said concrete monument being the POINT OF BEGINNING;

THENCE from the POINT OF BEGINNING with the said Right-of-Way line of the State Highway Frontage Road on a bearing at N 71° 08' 00" W a distance of 249.47 feet to an in-tact concrete Right-of-Way monument found at a corner point in the said Right-of-Way line.

THENCE with said Right-of-Way line on a bearing of N 56° 51' 00" W a distance of 98.80 feet to a 1/8 inch dia. Steel pin set in the Right-of-Way line, and said pin being the Southwest corner of this Tract;

THENCE from said Southwest corner on a bearing of N 00° 00' 00" W a distance of 414.80 feet to a 1/8 inch dia. Steel pin set for the Northwest corner of this Tract;

THENCE from said Northwest corner on a bearing of N 90° 00' 00" E a distance of 618.61 feet to a 1/8 inch dia. Steel pin set in the East line of the above mentioned 48.92 acre tract, and said pin being the Northeast corner of this tract;

THENCE S 02° 07' 20" W with the said East line of the above mentioned 48.92 acre tract a distance of 496.34 feet to a fence corner found at the Southeast corner of said 48.92 acre tract in the North Right-of-Way line of the above mentioned State Highway 224;

THENCE S 67° 09' 00" W with the said North Right-of-Way line of State Highway 224 a distance of 39.50 feet to a fence corner found on the said North Right-of-Way line;

THENCE with the said North Right-of-Way line on a bearing of S 81° 09' 00" W a distance of 248.00 feet to the POINT OF BEGINNING containing 7.102 acres of land, more or less.

Latitude: 33° 14' 44.05"

Longitude: -95° 56' 1.40"



Site ID: TX13445-A-02  
Site Name: Commerce 2 TX

Tenant Site ID: 003  
Tenant Site Name: Commerce

### EXHIBIT B

#### ANTENNA AND EQUIPMENT LIST

Equipment must be installed, routed and stacked pursuant to the most current structural analysis. The equipment contained in said structural must match the equipment as listed below, unless such equipment has been reduced and no structural analysis re-run is required by Owner.

For the purpose of this Exhibit B, all mounting heights are approximate.

NOTE: Install may not obstruct any lighting, beacon, climbing path, guy wires on tower or current tenant installation.

#### Antennas:

Quantity: Two (2)  
Type: Omni  
Manufacturer: Sinclair  
Model: SC49C-HWBLDF (D00-NUFP)  
Dimensions: 203" x 5" x 5"  
Weight: 68 lbs.  
Mounting Base: 268.54'  
Mounting Center: 277'  
Mounting Tip: 285.46'  
Mounting Orientation: 305° & 0°  
Mounting Downtilt: 0°

Cable: Three (3) Total  
Number of Lines: Two (2) One (1)  
Cable Type: Coax Coax  
Cable Size: 7/8" foam 1/2" foam

#### Antenna Mounts:

	Ten (10) Total	Four (4)	Four (4)
Quantity:	Two (2)	Four (4)	Four (4)
Type:	Omni Antenna Side Mount Kit	Antenna Clamp	Antenna SM Clamp
Manufacturer:	Sinclair	Sinclair	Sinclair
Model:	SMK-425-A7-T3	CLAMP006B	CLAMP17
Dimensions:	134"x36"x4"	18"x7"x2"	9"x6"x6"
Weight:	80 lbs.	12 lbs.	5 lbs.
Mounting Center:	270'	270'	270'

#### Dishes:

Quantity: Two (2)  
Type: Radome  
Manufacturer: Commscope  
Model: VHLP6-6W  
Dimensions: 74.8" x 74.8" x 47.5"  
Weight: 190 lbs.  
Mounting Center: 260' & 294'  
Mounting Orientation: 284.97° & 232.94°  
Mounting Downtilt: 0°

Cable:  
Number of Lines: Two (2)  
Cable Type: Coax  
Cable Size: 2.25"

Site ID: TX13445-A-02  
Site Name: Commerce 2 TX

Tenant Site ID: 003  
Tenant Site Name: Commerce

<b>Dish Mounts:</b>	Four (4) Total	
Quantity:	Two (2)	Two (2)
Type:	Microwave Dish Universal Pipe Mount	Microwave Dish Side Strut Kit
Manufacturer:	Commscope	Commscope
Model:	PM-SU4-63	VSTRUT-P3KIT
Dimensions:	63"x12"x12"	62"x12"x12"
Weight:	138 lbs.	13.3 lbs.
Mounting Center:	260' & 294'	260' & 294'

**Tower Mounted Amplifiers (TMAs):**

Quantity:	One (1)
Manufacturer:	Combilent
Model:	CP00732
Dimensions:	9.5" x 4" x 4"
Weight:	12 lbs.
Mounting Center:	270'

**Remote Radio Units (RRUs):** N/A

**RRU Modules:** N/A

**DC Surge Suppression Systems:** N/A

**Ground Space Requirements:** Approximately 192 square feet

Provided By:	Tenant	Tenant
Type:	Shelter	Generator Pad
Dimensions:	10'x16'	8' x 4'

**ERP:** 200W

**Transmitter Operating Power:** 100W

**Generator:**

Quantity:	One (1)
Type:	Diesel
Location:	Within Tenant's lease area
Capacity:	25-35kW

**GPS Receivers:**

Quantity:	Two (2)
Weight:	2 lbs.
Mounting Center:	8'

**Frequencies:** Transmit: 700/800PublicSafety(omniantennas) MHz  
Receive: 700/800PublicSafety(omniantennas) MHz  
(MW): 5.925–7.125 GHz

Site ID: TX13445-A-02  
Site Name: Commerce 2 TX

Tenant Site ID: 003  
Tenant Site Name: Commerce

**EXHIBIT C**

**MEMORANDUM OF ANTENNA SITE AGREEMENT**



# NOT FOR EXECUTION

**After recording return to:**

STATE OF TEXAS

COUNTY OF HUNT

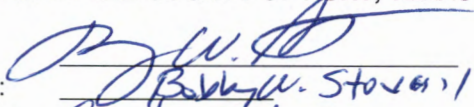
## MEMORANDUM OF ANTENNA SITE AGREEMENT

This memorandum evidences that a lease was made and entered into by written ANTENNA SITE AGREEMENT dated \_\_\_\_\_, 20\_\_, between **SBA INFRASTRUCTURE, LLC**, a Delaware limited liability company "Owner" and **THE COUNTY OF HUNT, TEXAS**, a political subdivision of the State of Texas "Tenant", the terms and conditions of which are incorporated herein by reference.

Such Agreement provides in part that Owner leases to Tenant a ground space area which is described in Exhibit A attached hereto consisting of approximately 192 square feet at that certain site "Site" located at 10564 State Highway 224, City of Commerce, County of Hunt, State of Texas 75428, within the property of or under the control of Owner, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on \_\_\_\_\_, which term is subject to four (4) additional five (5) year extension periods by Tenant.

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

**TENANT: THE COUNTY OF HUNT, TEXAS**, a political subdivision of the State of Texas

By:   
Title: County Judge  
Tax No: 75-6001017  
Address: 2507 Lee Street, 2nd Floor  
Greenville, Texas 75401  
Date: \_\_\_\_\_

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_



Site ID: TX13445-A-02  
Site Name: Commerce 2 TX

Tenant Site ID: 003  
Tenant Site Name: Commerce

**MEMORANDUM OF ANTENNA SITE AGREEMENT CONTINUED**

**TENANT NOTARY BLOCK:**

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ of **The County of Hunt, Texas**, a political subdivision of the State of Texas, who is personally known to me or produced \_\_\_\_\_ as identification.

NOTARIAL SEAL

\_\_\_\_\_  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC—STATE OF \_\_\_\_\_

My commission expires:  
\_\_\_\_\_

\_\_\_\_\_  
(NAME OF NOTARY)  
COMMISSION NUMBER: \_\_\_\_\_

**OWNER: SBA INFRASTRUCTURE, LLC**, a Delaware limited liability company

\_\_\_\_\_  
By: Jason Silberstein  
Title: Executive Vice President, Site Leasing  
Fed Tax ID: 20-5787336  
Address: 8051 Congress Avenue  
2nd Floor  
Boca Raton, FL 33487-1307

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

**OWNER NOTARY BLOCK:**

STATE OF FLORIDA )  
 )  
COUNTY OF PALM BEACH ) SS:

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Jason Silberstein as Executive Vice President, Site Leasing of **SBA Infrastructure, LLC**, a Delaware limited liability company, on behalf of the company. He is personally known to me or produced \_\_\_\_\_ as identification and did not take an oath.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires \_\_\_\_\_





## EXHIBIT D MINIMUM SITE INSTALLATION, OCCUPANCY AND MAINTENANCE REQUIREMENTS AND SPECIFICATIONS

### Pre-Installation Standards

1. **Prior to installation**, Tenant must provide Owner with complete plans for approval, including list of proposed Equipment and subcontractors. No work may be performed until approval has been given and all criteria have been met. All Equipment must be placed in approved locations only, and Owner must approve any changes before the installation begins. The Owner or its representative shall have the right to be on site during any work on the Site. Owner to provide price quote for installation services based on Tenant's scope of work.

### Installation

2. (a) The following minimum protective devices must be properly installed:
  - (1) Lightning arrestors in feedline at wall feedthru ports (SBA multi-tenant buildings). (PCS providers install jumpers to extend/connect to cabinet like enclosures).
  - (2) Surge protectors in any AC & phone line circuit.
  - (3) Transmitter RF shielding. (Must be in place during operation)
  - (4) Isolator/harmonic filter. (Must be in place during operation)
  - (5) Duplexer or cavity bandpass filter. (Must be in place during operation)
- (b) All Equipment, including transmitters, duplexers, isolators and multicouplers, must be housed in a metal cabinet or rack mounted. No control stations or inverted transmit/receive frequency pairs are allowed on repeater sites.
- (c) All transmission lines entering the shelter must be 1/2" Heliac/Wellflex or better via a wall feedthru plate and must terminate in a properly installed lightning arrestor with an ID tag on both ends of the line.
- (d) Solid outer shield cable such as Superflex or Heliac/Wellflex must be used for all intercabling outside the cabinet. Under no circumstances will the use of foil shielded or braided RF cable (e.g; RGB) be permitted outside the cabinet except for RG-6 quad shield cable installed on satellite **receive only** systems.
- (e) All antenna, power and phone cables will be routed and properly supported to the base station in a neat manner using routes provided for that purpose. Tenant will provide individual Transient (SAD) surge protection to each circuit used. All phone lines will have (SAD) transient surge protection installed. All wiring and installation will be by means of clamping or strapping and in no event will any members or other parts of the tower be drilled, welded, punched or otherwise mutilated or altered.
- (f) All Tenants are to obtain power from the power panel and/or AC receptacle provided for their specific use.
- (g) All outside RF equipment cabinets must be grounded to the Site ground system using #2 solid tinned wire with cadweld, silver solder connections, or 2 hole lugs with Burndy type compression fittings. All inside RF equipment cabinets must be grounded to the Site ground system using #2, or #6 green jacketed stranded wire with silver solder connections, or 2 hole lugs with Burndy type compression fittings.
- (h) All antenna lines will be electrically bonded to the tower at the antenna and at the bottom of the tower using grounding kits installed per manufacturer specifications and all antenna brackets must be pre-approved. All antenna lines entering the Site will have COAX center pin lightning protection installed within two feet from the entry port and grounded to master ground bar in the Site ground system.
- (i) All equipment cabinets will be identified with a typed label under plastic on which the Tenant's name, address, 24 hour phone number, call sign, and frequencies will be inscribed, in addition to a copy of Tenant's FCC license.
- (j) Monitor speakers will be disabled except when maintenance is being performed. All antenna lines will be tagged within 12 inches of the termination of the feeder cable at both ends, at the entrance to the building, at repeater or base station cabinet, and at the multicoupler/combiner ports.
- (k) All ferrous metals located outside of the building or on the tower will be either stainless steel or hot dipped galvanized, not plated. Painted towers will require the painting of feedlines by the Tenant, unless installed by Owner, prior to or before completion of the install. All transmission lines are to be secured with factory hoist grips every 150' and secured to the tower or cable ladder with stainless steel and/or hot dipped galvanized hardware. Plastic wraps and/or bandit type hangers will not be accepted.

**General**

3. Tenant must comply with any applicable instructions regarding any Site security system.
- (a) Gates will remain closed at all times unless entering or exiting the premises. When leaving the shelter, ensure that all doors are locked and, if there is a security system, it is armed.
  - (b) Any tower elevator may be used only after receiving proper instruction on its use, signing a waiver and receiving authorization from the Owner.
  - (c) This Agreement does not guarantee parking space. If space is available, park only in the designated areas. Do not park so as to block any ingress or egress except as may be necessary to load or unload equipment. Parking is for temporary use while working at the Site.
  - (d) Do not adjust or tamper with thermostats or HVAC systems.
  - (e) Access to the shelter roof is restricted to authorized maintenance personnel.

Site ID: TX11373-A-04  
Site Name: Celeste

Tenant Site ID: Site 29  
Tenant Site Name: Hunt County, Texas

**TENANT: THE COUNTY OF HUNT TEXAS**, a political subdivision of the State of Texas

By: Bobby W. Stovall II  
Title: Hunt County Judge  
Date: 11-28-23

Fed Tax ID: 75-6001017  
Address: 2507 Lee Street, 2nd Floor  
Greenville, Texas 75401

Witness: [Signature]

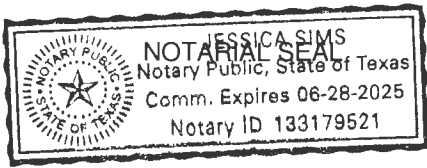
Witness: \_\_\_\_\_

**TENANT NOTARY BLOCK:**

STATE OF Texas

COUNTY OF Hunt

The foregoing instrument was acknowledged before me this 28 day of November, 2023, by Bobby Stovall, a representative of **The County of Hunt Texas**, a political subdivision of the State of Texas who is personally known to me or produced \_\_\_\_\_ as identification.



Jessica Sims  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC—STATE OF Tx

My commission expires:  
6-28-25

Jessica Sims  
(NAME OF NOTARY)  
COMMISSION NUMBER: 133179521

**OWNER: SBA TOWERS II LLC**, a Florida limited liability company

By: Jason Silberstein  
Title: Executive Vice President, Site Leasing  
Date: \_\_\_\_\_

Fed Tax ID: 20-5388053  
Address: 8051 Congress Avenue  
2nd Floor  
Boca Raton, FL 33487-1307

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

**OWNER NOTARY BLOCK:**

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Jason Silberstein, Executive Vice President, Site Leasing of **SBA Towers II LLC**, a Florida limited liability company who is personally known to me.

NOTARIAL SEAL

\_\_\_\_\_  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC—STATE OF FLORIDA

My commission expires:  
\_\_\_\_\_

\_\_\_\_\_  
(NAME OF NOTARY)  
COMMISSION NUMBER: \_\_\_\_\_



**ADDENDUM TO ANTENNA SITE AGREEMENT**

This Addendum is annexed to and forms a part of a certain Antenna Site Agreement (the "Agreement") dated \_\_\_\_\_, by and between **SBA TOWERS II LLC** ("Owner") and **THE COUNTY OF HUNT TEXAS** ("Tenant").

IN THE EVENT THAT ANY OF THE TERMS AND CONDITIONS HEREINAFTER SET FORTH CONFLICT WITH THE TERMS AND CONDITIONS OF THE AGREEMENT TO WHICH IT IS ANNEXED, THE TERMS AND CONDITIONS OF THIS ADDENDUM SHALL GOVERN AND BE DEEMED TO AMEND CONFLICTING PROVISIONS OF SAID AGREEMENT. AS USED IN THIS ADDENDUM, ALL CAPITALIZED TERMS SHALL HAVE THE SAME DEFINITION AS IN THE AGREEMENT TO WHICH IT REFERS EXCEPT TO THE EXTENT SUCH DEFINITIONS ARE HEREIN AMENDED.

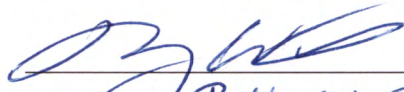
Owner and Tenant hereby agree to the following additional or amended terms and conditions:

1. Owner and Tenant acknowledge that Owner shall perform or shall have performed a structural analysis on the tower with respect to Tenant's installation of its Equipment as set forth in Exhibit B attached to this Agreement.
2. Tenant agrees that it shall be solely responsible for all costs associated with the structural analysis and foundation study, if deemed necessary.
3. In the event the tower or foundation shall need to be reinforced prior to the installation of Tenant's Equipment, all modifications and/or reinforcement of or other work on the tower, foundation and the installation of Tenant's Equipment on the tower will be at Tenant's sole cost and expense and performed by Owner or one of its affiliates or subsidiaries.
4. Owner shall perform or shall have performed all such work in accordance with the structural analysis.
5. In the event a pre-construction passing structural analysis is received for the Equipment set forth on Exhibit B, Tenant shall not be responsible for any costs related to modifications or reinforcement of the tower and any reference above to such effect shall be deemed null and void.

Except as amended by the Addendum to the Agreement, the terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have set their hands as of the date set forth above.

**TENANT: THE COUNTY OF HUNT TEXAS**

By:   
Title: Hunt County Judge

**OWNER: SBA TOWERS II LLC**

By: Jason Silberstein, EVP – Site Leasing  
OR  
Alyssa Houlihan, VP – Site Leasing



**EXHIBIT A  
SITE DESCRIPTION**

Site located at: 2875 Cr 1148, situated in the City of Celeste,  
County of Hunt, State of Texas 75423

Legal Description:

**SURVEYOR'S FIELD NOTES FOR 0.230 ACRE TOWER TRACT:**

All that certain tract or parcel of land containing 0.230 acres more or less, being out of and a part of that certain 5.831 tract of land conveyed to James C. Cagle, and Wife, Mildred L. Cagle in Vol. 867, Page 731 of the Hunt County Clerk's Files, said tract also being situated in and a part of the Sadler Survey, Abstract No. 954, Hunt County, Texas and being more particularly described by metes and bounds as follows;

COMMENCING at a Found 3/4 inch iron pipe at the Southwest Corner of said 5.831 acre tract as described in a Warranty Deed with Vendor's Lien to J. J. Sanders, dated February 23, 1981, as recorded in Volume 867, Page 731, in the Deed Records of Hunt County, Texas;

THENCE North 89 degrees 37 minutes 25 seconds East (record, South 89 degrees 33 minutes 53 seconds East), along the South line of said 5.831 acre tract, for a distance of 307.67 feet to a set 5/8" iron rod with cap stamped Collins PLS #4390;

THENCE North 85 degrees 20 minutes 32 seconds East (Grid, NAD 83, Texas North Central Zone) for a distance of 327.35 feet to a set 5/8" iron rod with cap stamped Collins PLS #5032 and the POINT OF BEGINNING of herein described tract;

THENCE North 00 degrees 22 minutes 35 seconds West for a distance of 100.00 feet to a set 5/8" iron rod with cap stamped Collins PLS #5032;

THENCE North 89 degrees 37 minutes 25 seconds East for a distance of 100.00 feet to a set 5/8" iron rod with cap stamped Collins PLS #5032;

THENCE South 00 degrees 22 minutes 35 seconds East for a distance of 100.00 feet to a set 5/8" iron rod with cap stamped Collins PLS #5032;

THENCE South 89 degrees 37 minutes 25 seconds West for a distance of 100.00 feet to the Point of Beginning, containing 10,000 square feet, or 0.230 acres, more or less.

**SURVEYOR'S FIELD NOTES FOR 20' ACCESS & UTILITY EASEMENT:**

All that certain tract or parcel of land containing 0.011 acres more or less, being out of and a part of that certain 5.831 tract of land conveyed to James C. Cagle, and Wife, Mildred L. Cagle in Vol. 867, Page 731 of the Hunt County Clerk's Files, said tract also being situated in and a part of the Sadler Survey, Abstract No. 954, Hunt County, Texas and being more particularly described by metes and bounds as follows;

COMMENCING at a Found 3/4 inch iron pipe at the Southwest Corner of said 5.831 acre tract as described in a Warranty Deed with Vendor's Lien to J. J. Sanders, dated February 23, 1981, as recorded in Volume 867, Page 731, in the Deed Records of Hunt County, Texas;

THENCE North 89 degrees 37 minutes 25 seconds East (record, South 89 degrees 33 minutes 53 seconds East), along the South line of said 5.831 acre tract, for a distance of 307.67 feet to a set 5/8" iron rod with cap stamped Collins PLS #4390;

THENCE North 85 degrees 20 minutes 32 seconds East (Grid, NAD 83, Texas North Central Zone) for a distance of 327.35 feet to a set 5/8" iron rod with cap stamped Collins PLS #5032;

THENCE North 00 degrees 22 minutes 35 seconds West for a distance of 100.00 feet to a set 5/8" iron rod with cap stamped Collins PLS #5032;

THENCE North 89 degrees 37 minutes 25 seconds East for a distance of 15.00 feet to the centerline and POINT OF BEGINNING of a 20 Foot Access & Utility Easement, and proceed 10.00 feet on each side of the following described centerline;

THENCE North 00 degrees 22 minutes 35 seconds West for a distance of 24.93 feet to the South right-of-way line of County Road No. 1148, same being a point on the North property line of the aforementioned 5.831 acre tract, and the POINT OF TERMINATION, containing 499 square feet, or 0.011 acres, more or less.

Latitude: 33° 18' 17.93"

Longitude: -96° 12' 3.33"

Site ID: TX11373-A-04  
Site Name: Celeste

Tenant Site ID: Site 29  
Tenant Site Name: Hunt County, Texas

**EXHIBIT B**  
**ANTENNA AND EQUIPMENT LIST**

Equipment must be installed, routed and stacked pursuant to the Owner provided structural analysis. The equipment contained in said structural must match the equipment as listed below, unless such equipment has been reduced and no structural analysis re-run is required by Owner.

For the purpose of this Exhibit B, all mounting heights are approximate.

**NOTE:** Install may not obstruct any lighting, beacon, climbing path, guy wires on tower or current tenant installation.

**Antennas:**

Quantity: Two (2)  
Type: Omni  
Manufacturer: Sinclair  
Model: SC49C-HWBLDF (D00-NUFP)  
Dimensions: 203" x 5" x 5"  
Weight: 68 lbs.  
Mounting Base: 245.54'  
Mounting Center: 254'  
Mounting Tip: 262.46'  
Mounting Downtilt: 0°

Cable: Three (3) Total  
Number of Lines: Two (2) One (1)  
Cable Type: Coax Coax  
Cable Size: 7/8" foam 1/2" foam

**Antenna Mounts:**

	Ten (10) Total		
Quantity:	Two (2)	Four (4)	Four (4)
Type:	Omni Antenna Side Mount Kit	Antenna Clamp	Antenna SM Clamp
Manufacturer:	Sinclair	Sinclair	Sinclair
Model:	SMK-425-A7-T3	CLAMP006B	CLAMP17
Dimensions:	134"x36"x4"	18"x7"x2"	9"x6"x6"
Weight:	80 lbs.	12 lbs.	5 lbs.
Mounting Center:	246'	246'	246'

**Dishes:**

Quantity: Two (2)  
Type: Radome  
Manufacturer: Commscope  
Model: VHLP6-6W  
Dimensions: 74.8" x 74.8" x 47.5"  
Weight: 190 lbs.  
Mounting Center: 231'  
Mounting Orientation: 181°  
Mounting Downtilt: 0°

Cable:  
Number of Lines: Two (2)  
Cable Type: Coax  
Cable Size: See Comments

Site ID: TX11373-A-04  
Site Name: Celeste

Tenant Site ID: Site 29  
Tenant Site Name: Hunt County, Texas

<b>Dish Mounts:</b>	Four (4) Total	
Quantity:	Two (2)	Two (2)
Type:	Microwave Dish Universal Pipe Mount	Microwave Dish Side Strut Kit
Manufacturer:	Commscope	Commscope
Model:	PM-SU4-63	VSTRUT-P3KIT
Dimensions:	63"x12"x12"	62"x12"x12"
Weight:	138 lbs.	13.3 lbs.
Mounting Center:	231'	231'

**Tower Mounted Amplifiers (TMAs):**

Quantity:	One (1)
Manufacturer:	Combilent
Model:	CP00732
Dimensions:	9.5" x 4" x 4"
Weight:	12 lbs.
Mounting Center:	231'

**Remote Radio Units (RRUs):** N/A

**RRU Modules:** N/A

**DC Surge Suppression Systems:** N/A

**Ground Space Requirements:** Approximately 176.00 square feet

Provided By:	Tenant	Tenant
Type:	Shelter	Generator Pad
Dimensions:	12' x 12'	8' x 4'

**ERP:** N/A

**Transmitter Operating Power:** N/A

**Generator:** N/A

**Frequencies:** Transmit: 700/800PublicSafety MHz  
Receive: 700/800PublicSafety MHz  
(MW): 5.925-7.125 GHz

Tenant will amend with specific frequencies prior to installation.

Site ID: TX11373-A-04  
Site Name: Celeste

Tenant Site ID: Site 29  
Tenant Site Name: Hunt County, Texas

**EXHIBIT C**

**MEMORANDUM OF ANTENNA SITE AGREEMENT**





# NOT FOR EXECUTION

**After recording return to:**

STATE OF TEXAS

COUNTY OF HUNT

### MEMORANDUM OF ANTENNA SITE AGREEMENT

This memorandum evidences that a lease was made and entered into by written ANTENNA SITE AGREEMENT dated \_\_\_\_\_, 2023, between **SBA TOWERS II LLC**, a Florida limited liability company "Owner" and **THE COUNTY OF HUNT TEXAS**, a political subdivision of the State of Texas "Tenant", the terms and conditions of which are incorporated herein by reference.

Such Agreement provides in part that Owner leases to Tenant a ground space area which is described in Exhibit A attached hereto consisting of approximately 176 square feet at that certain site "Site" located at 2875 Cr 1148, City of Celeste, County of Hunt, State of Texas 75423, within the property of or under the control of Owner, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on \_\_\_\_\_, which term is subject to four (4) additional five (5) year extension periods by Tenant.

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

**TENANT: THE COUNTY OF HUNT TEXAS**, a political subdivision of the State of Texas

By: *Bobby W. Stovall*  
Title: County Judge  
Tax No: 75-6001017  
Address: 2507 Lee Street, 2nd Floor  
Greenville, Texas 75401  
Date: \_\_\_\_\_

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_





**EXHIBIT D**  
**MINIMUM SITE INSTALLATION, OCCUPANCY AND MAINTENANCE REQUIREMENTS AND SPECIFICATIONS**

**Pre-Installation Standards**

1. **Prior to installation**, Tenant must provide Owner with complete plans for approval, including list of proposed Equipment and subcontractors. No work may be performed until approval has been given and all criteria have been met. All Equipment must be placed in approved locations only, and Owner must approve any changes before the installation begins. The Owner or its representative shall have the right to be on site during any work on the Site. Owner to provide price quote for installation services based on Tenant's scope of work.

**Installation**

2. (a) The following minimum protective devices must be properly installed:
- (1) Lightning arrestors in feedline at wall feedthru ports (SBA multi-tenant buildings). (PCS providers install jumpers to extend/connect to cabinet like enclosures).
  - (2) Surge protectors in any AC & phone line circuit.
  - (3) Transmitter RF shielding. (Must be in place during operation)
  - (4) Isolator/harmonic filter. (Must be in place during operation)
  - (5) Duplexer or cavity bandpass filter. (Must be in place during operation)
- (b) All Equipment, including transmitters, duplexers, isolators and multicouplers, must be housed in a metal cabinet or rack mounted. No control stations or inverted transmit/receive frequency pairs are allowed on repeater sites.
- (c) All transmission lines entering the shelter must be 1/2" Heliac/Wellflex or better via a wall feedthru plate and must terminate in a properly installed lightning arrestor with an ID tag on both ends of the line.
- (d) Solid outer shield cable such as Superflex or Heliac/Wellflex must be used for all intercabling outside the cabinet. Under no circumstances will the use of foil shielded or braided RF cable (e.g; RGB) be permitted outside the cabinet except for RG-6 quad shield cable installed on satellite **receive only** systems.
- (e) All antenna, power and phone cables will be routed and properly supported to the base station in a neat manner using routes provided for that purpose. Tenant will provide individual Transient (SAD) surge protection to each circuit used. All phone lines will have (SAD) transient surge protection installed. All wiring and installation will be by means of clamping or strapping and in no event will any members or other parts of the tower be drilled, welded, punched or otherwise mutilated or altered.
- (f) All Tenants are to obtain power from the power panel and/or AC receptacle provided for their specific use.
- (g) All outside RF equipment cabinets must be grounded to the Site ground system using #2 solid tinned wire with cadweld, silver solder connections, or 2 hole lugs with Burndy type compression fittings. All inside RF equipment cabinets must be grounded to the Site ground system using #2, or #6 green jacketed stranded wire with silver solder connections, or 2 hole lugs with Burndy type compression fittings.
- (h) All antenna lines will be electrically bonded to the tower at the antenna and at the bottom of the tower using grounding kits installed per manufacturer specifications and all antenna brackets must be pre-approved. All antenna lines entering the Site will have COAX center pin lightning protection installed within two feet from the entry port and grounded to master ground bar in the Site ground system.
- (i) All equipment cabinets will be identified with a typed label under plastic on which the Tenant's name, address, 24 hour phone number, call sign, and frequencies will be inscribed, in addition to a copy of Tenant's FCC license.
- (j) Monitor speakers will be disabled except when maintenance is being performed. All antenna lines will be tagged within 12 inches of the termination of the feeder cable at both ends, at the entrance to the building, at repeater or base station cabinet, and at the multicoupler/combiner ports.
- (k) All ferrous metals located outside of the building or on the tower will be either stainless steel or hot dipped galvanized, not plated. Painted towers will require the painting of feedlines by the Tenant, unless installed by Owner, prior to or before completion of the install. All transmission lines are to be secured with factory hoist grips every 150' and secured to the tower or cable ladder with stainless steel and/or hot dipped galvanized hardware. Plastic wraps and/or bandit type hangers will not be accepted.

**General**

3. Tenant must comply with any applicable instructions regarding any Site security system.
- (a) Gates will remain closed at all times unless entering or exiting the premises. When leaving the shelter, ensure that all doors are locked and, if there is a security system, it is armed.
  - (b) Any tower elevator may be used only after receiving proper instruction on its use, signing a waiver and receiving authorization from the Owner.
  - (c) This Agreement does not guarantee parking space. If space is available, park only in the designated areas. Do not park so as to block any ingress or egress except as may be necessary to load or unload equipment. Parking is for temporary use while working at the Site.
  - (d) Do not adjust or tamper with thermostats or HVAC systems.
  - (e) Access to the shelter roof is restricted to authorized maintenance personnel.

## ANTENNA SITE AGREEMENT

1. **Premises and Use.** **SBA INFRASTRUCTURE, LLC**, a Delaware limited liability company ("Owner") leases to **THE COUNTY OF HUNT, TEXAS**, a political subdivision of the State of Texas ("Tenant"), the site described below: Tower antenna space; Ground space for placement of Pad or Shelter ("Shelter") for Tenant's base station equipment consisting of approximately 192 square feet; and space required for Tenant's cable ladders, cable runs and cable bridges to connect telecommunications equipment and antennas, in the location shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of Tenant, source of electric and telephone facilities (collectively, the "Site"). The Site will be used by Tenant for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a telecommunications service system facility consisting of the antenna(s) and related equipment set forth on Exhibit B (the "Equipment"). If Tenant desires to place equipment on the Site in addition to that listed on Exhibit B, Owner and Tenant will negotiate the placement of the additional equipment and the associated increased rent. Tenant will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants.

2. **Term.** The "Initial Term" of this Agreement shall be five (5) years beginning on the date set forth below ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date. This Agreement will automatically renew for four (4) additional terms (each a "Renewal Term") of five (5) years each, unless the Tenant provides notice to Owner of its intention not to renew not less than one hundred and twenty (120) days prior to the expiration of the Initial Term or any Renewal Term. **COMMENCEMENT DATE:** The first day of the first calendar month following the date that Tenant begins installation of its Equipment at the Site or (ii) July 1, 2024, whichever occurs first.

3. **Rent.** Beginning on the Commencement Date rent will be paid in equal monthly installments of One Thousand Nine Hundred Dollars and Zero Cents (\$1,900.00) ("Rent"), in advance, due on the first day of each month, partial months to be prorated on a thirty (30) day month. Rent will be increased annually on the anniversary of the Commencement Date (during the Initial and all Renewal Terms) by 4% of the monthly rate in effect for the prior year. This Agreement shall be effective on the date last executed by the parties provided that Rent shall be subject to change at the discretion of Owner if this lease is not executed by Tenant and returned to Owner by February 29, 2024.

4. **Security Deposit.** Prior to the Commencement Date, Tenant will deposit with Owner an amount equal to no more than 3 months' Rent ("Security Deposit"). Owner will have the right to draw against the Security Deposit in the event of any breach hereunder, including when any Rent becomes past due. If Owner elects to draw down the Security Deposit, Tenant must replenish the amounts so drawn within ten (10) days after written demand therefor by Owner. The Security Deposit will be retained in a non-interest bearing account.

5. **Title and Quiet Possession.** Owner represents and agrees (a) that it is in possession of the Site as lessee under a ground lease ("Ground Lease"); (b) that if applicable, upon request from Tenant, Owner will provide to Tenant a copy of the Ground Lease with financial and other confidential terms redacted; (c) that it has the right to enter into this Agreement; (d) that the person signing this Agreement has the authority to sign; and (e) that Tenant is entitled to the quiet possession of the Site subject to zoning and other requirements imposed by governmental authorities, any easements, restrictions, or encumbrances of record throughout the Initial Term and each Renewal Term so long as Tenant is not in default beyond the expiration of any cure period. Notwithstanding anything to the contrary contained in this Agreement, if the Site is subject to a ground lease, either party may terminate this Agreement without further liability upon the termination or expiration of Owner's right to possession of the Site under the Ground Lease. Owner will not do, attempt, permit or suffer anything to be done which could be construed to be a violation of the Ground Lease. This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. Promptly after this Agreement is fully executed, if requested by Tenant, Owner will request the holder of any such mortgage or deed of trust to execute a non-disturbance agreement in a form provided by Tenant, and Owner will cooperate with Tenant at Tenant's sole expense toward such an end to the extent that such cooperation does not cause Owner additional financial liability. Tenant will not, directly or indirectly, on behalf of itself or any third party, communicate, negotiate, and/or contract with the lessor of the Ground Lease, unless Owner's rights under the Ground Lease have been terminated.

6. **Assignment/Subletting.** Tenant may not assign or transfer this Agreement without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned. However, Tenant may assign without the Owner's prior written consent to any party controlling, controlled by or under common control with Tenant provided that the assuming party has comparable credit quality to that of Tenant. Tenant may not sublease this Agreement. In

no event will Tenant be relieved of any obligations or liability hereunder.

**7. Access and Security.** Tenant will have the reasonable right of access to the Tower where its Equipment is located, provided that Tenant must give Owner forty-eight (48) hours' prior notice. Tenant will have unrestricted access twenty-four (24) hours a day seven (7) days a week to its Pad or Shelter. In the event of an emergency situation which poses an immediate threat of substantial harm or damage to persons and/or property (including the continued operations of Tenant's telecommunications equipment) which requires entry on the Tower, Tenant may enter same and take the actions that are required to protect individuals or personal property from the immediate threat of substantial harm or damage; provided that promptly after the emergency entry and in no event later than twenty-four (24) hours, Tenant gives telephonic and written notice to Owner of Tenant's entry onto the Site.

**8. Notices.** All notices must be in writing and are effective when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise provided by law.

Tenant: Hunt County Judge  
Attn: County Judge  
2507 Lee Street, 2<sup>nd</sup> Floor  
Greenville, TX 75401

With a copy to:  
Scott, Ray, Pemberton & Goll PLLC  
Attn: Hunt County Civil Attorney  
2608 Stonewall Street  
Greenville, TX 75401

Owner: SBA Infrastructure, LLC  
8051 Congress Avenue  
2nd Floor  
Boca Raton, FL 33487-1307  
Attn: Site Administration  
RE: TX13445-A-02 / Commerce 2 TX  
(NOCC) at 888-950-7483

Rental  
SBA Infrastructure, LLC  
PO Box 933994  
Atlanta, GA 31193-3994  
Attn: Accounts Receivable  
RE: TX13445-A-02 / Commerce 2 TX

**9. Installation and Improvements.** Prior to installing or allowing any Equipment to be installed at the Site or making any changes, modifications or alterations to such Equipment, Tenant, at its expense, will obtain all required approvals and will submit to Owner plans, specifications and proposed dates of the

planned installation or other activity, for Owner's approval which approval will not be unreasonably withheld, including, if requested by Owner, a tower loading study and/or an intermodulation study performed and certified by an independent licensed professional engineer. The approved plans will be deemed incorporated into this Agreement. All installation of or other work on Tenant's Equipment on the Tower will be at Tenant's sole expense and performed by Owner or one of its affiliates or subsidiaries. All installations, operation and maintenance of Equipment must be in accordance with Owner's policies set forth in Exhibit D. Owner reserves the right to prohibit operation of any Equipment it reasonably deems to be improperly installed, unsafe or not included in the installation design plan. Owner agrees to cooperate with Tenant's reasonable requests, at Tenant's expense, with respect to obtaining any required zoning approvals for the Site and any improvements. Upon termination or expiration of this Agreement, Tenant shall remove its Equipment and improvements and will restore the Site to the condition existing on the Commencement Date, except for ordinary wear and tear and insured casualty loss. If Tenant fails to remove its Equipment as specified in the preceding sentence, Tenant's Equipment will be subject to disconnection, removal, and disposal by Owner. If Tenant's Equipment remains on the Site after the termination or expiration date (even if it has been disconnected), Tenant will pay to Owner a hold-over fee equal to two hundred percent (200%) of the then-effective monthly Rent, prorated from the effective date of termination to the date the Equipment is removed from the Site. Owner will have the right (but not the obligation) to disconnect and remove Equipment from the Site. If, after the termination date, Owner disconnects and removes Equipment, Tenant will pay to Owner upon demand three hundred percent (300%) of the disconnection, removal and storage expenses incurred by or on behalf of Owner. If the Equipment is not reclaimed by Tenant within forty-five (45) days of its removal from the Site, Owner has the right to sell the Equipment and deduct therefrom any amounts due under this Agreement, returning the remainder to Tenant. Upon written notice by Owner to Tenant not less than five (5) business days beforehand, unless such notice cannot reasonably be provided in which event Owner will give Tenant the earliest possible reasonable notice, Tenant will cooperate with Owner in rescheduling its transmitting activities, reducing power, or interrupting its activities for limited periods of time in the event of an emergency or in order to permit the safe installation of new equipment or new facilities at the Site or to permit repair to facilities of any user of the Site or to the related facilities.

**10. Compliance with Laws.** Tenant agrees to take the Site in strictly "as is" condition. Owner represents that the Site, its property contiguous thereto, and all

improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes, and regulations of applicable governmental authorities. Tenant will substantially comply with all applicable laws relating to its possession and use of the Site and its Equipment. Upon request by Owner, Tenant will produce satisfactory evidence that all Equipment installed at the Site complies with federal regulations pertaining to radio-frequency radiation standards and is licensed with the FCC, if applicable. Owner accepts responsibility for the Site's compliance with all tower or building marking and lighting regulations promulgated by the Federal Aviation Administration "FAA" or the Federal Communications Commission "FCC," as applicable. Owner represents and warrants that the Site complies with all applicable tower or building marking or lighting regulations promulgated by the FAA or the FCC. Owner agrees that Tenant may install, at Tenant's sole cost and expense as required for Tenant's Equipment, a tower lighting alarm monitoring system (including, but not limited to, commercial power and a dedicated surveillance telephone line) to monitor the status of the tower/building lighting. Owner shall be solely responsible for reporting any lighting outages or malfunctions to the appropriate governmental authorities. Tenant's installation of such tower/building lighting alarm monitoring system will not relieve Owner of its primary responsibility for compliance with all applicable tower or building marking and lighting requirements. If Tenant installs a temporary generator as described above or contracts with Owner to place a permanent generator at the Site, (i) Owner and Tenant acknowledge that Tenant must comply with all applicable laws and regulations concerning the installation, operation, maintenance and removal of Tenant's generator and/or back up power supply including but not limited to obtaining any and all necessary government approvals and permits, and (ii) Tenant agrees to indemnify, defend and hold harmless Owner for any and all costs, claims, administrative orders, causes of action, fines and penalties which arise out of the installation, operation, maintenance and removal of the generator and or back up power supply used solely by Tenant, and (iii) Upon request of Owner, Tenant agrees to provide Owner with all relevant information concerning the Tenant's generator and/or back up power supply necessary for Owner to comply with any reporting obligations for which Owner, but not Tenant, is responsible as a result of statute or regulation.

11. **Insurance.** During the Term, Tenant will maintain liability coverage it currently holds through an intergovernmental risk pool offered by the Texas Association of Counties.

12. **Interference.** Tenant understands that it is the intent of Owner to accommodate as many users as

possible and that Owner may rent space to any other entity or person(s) desiring its facilities. Tenant shall not cause, by its transmitter or other activities, including the addition of any equipment at a future date, interference to Owner or other tenants that have previously commenced rental payments. Tenant shall provide Owner with a list of frequencies to be used at the Site prior to putting said frequencies into operation. If interference occurs which involves Tenant, Owner may require that an intermodulation study be conducted at Tenant's cost. If Owner determines that the interference is the responsibility of Tenant, Owner will notify Tenant and Tenant shall have five (5) business days from date of notice to correct the interference and if not corrected, Tenant shall cease, and Owner shall have all rights to any legal means necessary including injunctive relief and self-help remedies to cause Tenant to cease transmission, except for intermittent testing for the purpose of correcting the interference. If interference cannot be corrected within sixty (60) calendar days from Tenant's receipt of Owner's notice, then Owner may terminate this Agreement without further obligations to Tenant. Further, if Owner determines that another tenant at the Site is causing interference to Tenant and the interference is not corrected within sixty (60) days from Owner's determination, and such interference precludes Tenant from using the Site for its intended purpose, Tenant may terminate this Agreement. Owner will require substantially similar interference language as outlined in this paragraph in all future Tenant Agreements related to this Site.

13. **Utilities.** Tenant will pay for all utilities used by it at the Site and Tenant will install its own electric meter. Tenant will be responsible directly to the appropriate utility companies for all utilities required for Tenant's use of the Site. However, Owner agrees to cooperate with Tenant, at Tenant's expense, in its efforts to obtain utilities from any location provided by the Owner or the servicing utility. Temporary interruption in the power provided by the facilities will not render Owner liable in any respect for damages to either person or property nor relieve Tenant from fulfillment of any covenant or agreement hereof. If any of Tenant's communications Equipment fails because of loss of any electrical power, and the restoration of the electrical power is within the reasonable control of Owner, Owner will use reasonable diligence to restore the electrical power promptly, but will have no claim for damages on account of an interruption in electrical service occasioned thereby or resulting therefrom.

14. **Relocation Right.** If determined necessary by Owner to relocate the tower, Owner will have the right to pursue relocation of the telecommunications facility of Tenant, or any part thereof, to an alternate tower location ("Relocation Site") on Owner's property; provided, however, that such relocation will (i) be at Owner's sole cost and expense, (ii) not unreasonably

result in any interruption of the communications service provided by Tenant on Owner's property, and (iii) not impair, or in any manner alter, the quality of communications service provided by Tenant on and from Owner's property. Before pursuing relocation under this Section 14, Owner will deliver written notice to Tenant. In the notice, Owner will propose an alternate site on Owner's property to which Tenant may relocate its Equipment. Tenant will have sixty (60) days from the date it receives the notice to evaluate Owner's proposed Relocation Site, during which period Tenant will have the right to conduct tests to determine the technological feasibility of the proposed Relocation Site. Failure to respond in writing within the sixty (60) day period will be deemed an approval. If Tenant disapproves such Relocation Site, then Owner may thereafter propose another Relocation Site by notice to Tenant in the manner set forth above. Tenant's disapproval of a Relocation Site must be reasonable. If Tenant disapproves Owner's second Relocation Site, then Tenant has the right to terminate this Agreement upon 30 days' notice in writing to Owner, and, if termination notice is given, all other obligations Tenant may have are terminated, and any rent paid in advance is to be returned to Tenant pro rata. If Tenant approves of a Relocation Site, then Tenant will have a period of ninety (90) days after completion of the Relocation Site to relocate its Equipment at Owner's expense to the Relocation Site. Owner and Tenant hereby agree that the Relocation Site (including the access and utility right-of-way) may be surveyed by a licensed surveyor at the sole cost of Owner, and such survey will then supplement Exhibit A and become a part hereof.

**15. Termination by Tenant.** Tenant may terminate this Agreement at any time by notice to Owner without further liability if (i) Owner fails to have proper possession of the Site or authority to enter into this Agreement; or (ii) Tenant does not obtain, after making diligent efforts, all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the telecommunications system facility, or if any such approval is canceled, expires, is withdrawn or terminated by such governmental authority or third party following Tenant's diligent efforts to maintain such approval.

**16. Default.** If the Rent or other amount due hereunder is not paid in accordance with the terms hereof, Tenant will pay interest on the past due amounts at the lesser of (i) the rate of one and one-half percent (1.5%) per month, or (ii) the maximum interest rate permitted by applicable law. If either party is in default under this Agreement for a period of (a) ten (10) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of notice from the non-defaulting

party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. Further, Owner may accelerate and declare the entire unpaid Rent for the balance of the existing Term to be immediately due and payable forthwith. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

**17. Taxes.** Tenant shall pay all taxes, including, without limitation, sales, use and excise taxes, and all fees, assessments and any other cost or expense now or hereafter imposed by any government authority in connection with Tenant's payments to Owner, Tenant's Equipment or Tenant's use of the Site. In addition, Tenant shall pay that portion, if any, of the personal property taxes or other taxes attributable to Tenant's Equipment. Tenant shall pay as additional rent any increase in real estate taxes levied against the Site and Tenant's Equipment attributable to the Tenant's use and occupancy of the Site. If the property tax assessor assigns no value to the Tenant's equipment nor is there any increase in assessment due to the Tenant's equipment, the Tenant's property tax liability may be zero. Payment shall be made by Tenant within fifteen (15) days after presentation of receipted bill and/or assessment notice which is the basis for the demand.

**18. Indemnity.** During the term of this Agreement, the parties expressly acknowledge that the Tenant's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution as a political subdivision of the State of Texas, and any provision that purports to require indemnification by the Tenant is invalid. Nothing in this Agreement requires that the Tenant incur debt, assess, or collect funds, or create a sinking fund. To the fullest extent permitted by state law and in accordance with the limits of Article XI, Section 7 of the Texas Constitution as cited above, Tenant agrees to hold harmless the Owner and its officers, agents, and employees from any and all claims, demands, liabilities and expenses (including attorney's fees and costs of defense) arising directly or indirectly out of the operation or performance of Tenant under this Agreement. Owner Agrees to indemnify and hold harmless Tenant from any and all costs (including reasonable attorneys' fees and costs) and claims of liability or loss which arise out of the use and/or occupancy of the Site by the Tenant including, without limitation, any damage occurring outside of the Site in connection with Tenant's installation of Equipment. This indemnity does not apply to any claims arising from the



gross negligence or intentional misconduct of the indemnified party.

Except for its own acts of gross negligence or intentional misconduct, Owner will have no liability for any loss or damage due to personal injury or death, property damage, loss of revenues due to discontinuance of operations at the Site, libel or slander, or imperfect or unsatisfactory communications experienced by the Tenant for any reason whatsoever.

**19. Hazardous Substances.** Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Tenant or Owner will not introduce or use any such substance on the Site in violation of any applicable law, or permit any discharge or release of such substance on the Site.

**20. Liens.** Tenant will not permit any mechanics, materialman's or other liens to stand against the Site for any labor or material furnished by Tenant in connection with work of any character performed on the Site by or at the direction of the Tenant. In the event that any notice of lien will be filed or given, Tenant will, within thirty (30) days after the date of filing cause the same to be released or discharged by either payment, deposit, or bond. Owner will be indemnified only to the extent allowed by Article XI, Section 7 of the Texas Constitution as cited in paragraph 18 "Indemnity" by Tenant from and against any losses, damages, costs, expenses, fees or penalties suffered or incurred by Owner on account of the filing of the claim or lien.

**21. Casualty or Condemnation.** In the event of any damage, destruction or condemnation of the Site, or any part thereof, not caused by Tenant that renders the Site unusable or inoperable, Owner will have the right, but not the obligation, to provide an alternate location, whether on the same Site or another Site, or to terminate this Agreement within thirty (30) days after the damage, destruction or condemnation. If Owner does not terminate this Agreement: (i) the Rent payable hereunder will be reduced or abated in proportion to the actual reduction or abatement of use of the Site by Tenant; and (ii) Owner will make any necessary repairs to the Site caused by the damage or destruction and will be entitled to use any and all insurance proceeds to pay for any repairs. In the event Owner has not proceeded to repair, replace or rebuild the Site within sixty (60) days after the damage or destruction, after giving thirty (30) days written notice and Owner's failure to comply within that time frame, then Tenant may terminate this Agreement. Owner will in no event be liable to Tenant for any damage to or loss of Tenant's Equipment, or loss or damage sustained by reason of any business

interruption suffered by reason of any condemnation, act of God, by Tenant's act or omission, or Tenant's violation of any of the terms, covenants or conditions of this Agreement, (unless caused solely by Owner's intentional misconduct or gross negligence). The terms and conditions of this Section 21 shall survive the termination of this Lease. Owner acknowledges that Tenant may have certain emergency procedures that Tenant may desire to implement, including the temporary location of a cell on wheels on the Site, in the event of a casualty. To the extent possible, Owner will cooperate with Tenant in Tenant's implementation of its emergency responses as the same may exist from time to time.

**22. Confidentiality.** Tenant agrees not to discuss publicly, advertise, nor publish in any newspaper, journal, periodical, magazine, or other form of mass media, the terms or conditions of this Agreement or the underlying Ground Lease. Doing so shall constitute a default under this Agreement immediately. It is agreeable that Tenant will not discuss terms and conditions with any parties not directly involved with this Agreement.

**23. Bankruptcy and Insolvency.** Owner and Tenant agree that this Agreement constitutes a lease of non-residential real property for the purposes of 11 U.S.C. § 365 (d) (4) or any such successor provision.

**24. Miscellaneous.** (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State in which the Site is located; (c) If requested by Tenant, Owner agrees to promptly execute and deliver to Tenant a recordable Memorandum of this Agreement in the form of Exhibit C; (d) This Agreement (including the Exhibits) constitutes the entire Agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties, particularly related but not limited to Tenant's equipment rights on the tower and/or at the Site. Any amendments to this Agreement must be in writing and executed by both parties; (e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; (f) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party; (g) Failure or delay on the part of Tenant or Owner to exercise any right, power, or privilege hereunder will not operate as a waiver thereof;

Site ID: TX13445-A-02  
Site Name: Commerce 2 TX

Tenant Site ID: 003  
Tenant Site Name: Commerce

waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of the provision, or of a breach of any other provision of this Agreement; and (h) Tenant agrees and acknowledges that, in conjunction with other broadcast entities which may transmit from the Site, if necessary due to FCC RF emission standards and upon reasonable notice, Tenant shall reduce power or terminate station operations to prevent possible overexposure of worker to RF radiation.

The following Addendum and Exhibits are attached to and made a part of this Agreement: Exhibit "A" (Site Description), "B" (Antenna and Equipment List), "C" (Memorandum of Antenna Site Agreement) and "D" (Minimum Installation, Occupancy...).

