

# CARTER, BOYD, LISSON & HOHENSEE

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March 6, 2023

Our File No.  
12310-100

City of Eden  
P.O. Box 915  
Eden, Texas 76837

Re: Communications Tower – West Central Wireless

Dear Sir or Madam:

Our firm represents CGKC&H No. 2 Rural Cellular Limited Partnership doing business as West Central Wireless. You were recently contacted by Ed Probandt about the communications tower located on your land, and we are following up on that conversation.

Enclosed are the following documents for your review and execution.

1. First Amendment to Land Lease Agreement for Tower Site ("First Amendment");
2. Copy of the Land Lease Agreement for Tower Site dated April 8, 2005 ("Land Lease"); and
3. Memorandum of Lease

The First Amendment document extends the Land Lease Agreement for a ten year period and provides for five 5 year renewal terms. In addition, the First Amendment provides that you will receive as additional rent, ten percent (10%) of any rent that West Central Wireless receives from any company that places equipment on the tower. West Central Wireless is working on an agreement for Verizon to place equipment on the tower which will entitle you to receive 10% of that monthly rental in addition to your regular monthly rent.

West Central Wireless is planning to move all of its communications towers under one company at some time in the future, so the First Amendment also contains revisions to the Lease Agreement that will allow for that to be done.

The Memorandum of Lease is required in order for Verizon to place equipment on the tower and its purpose is to place evidence of the Land Lease in the public record.

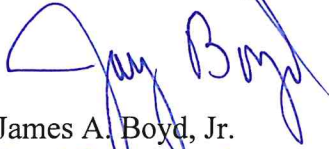
We ask that you execute the First Amendment and execute the Memorandum of Lease before a notary and return the original documents to our office. If you need assistance with a notary, we will be happy to make arrangements to provide one for your convenience.

We will follow up with you in the next couple of weeks, but if you have any questions please do not hesitate to contact me at (325) 655-4889 or Ed Probandt at (325) 656-7510.

Very truly yours,

City of Eden  
Page 2

CARTER, BOYD, LISSON & HOHENSEE  
A Professional Corporation

A handwritten signature in blue ink, appearing to read "James A. Boyd, Jr.", is written over the text of the firm name and the email address.

James A. Boyd, Jr.  
[jboyd@carterboyd.com](mailto:jboyd@carterboyd.com)

Enclosures  
cc: West Central Wireless

**FIRST AMENDMENT TO LAND LEASE AGREEMENT FOR TOWER SITE**

This First Amendment to Land Lease Agreement for Tower Site ("First Amendment") is made by and between City of Eden ("Lessor") and CGKC&H No. 2 Rural Cellular Limited Partnership dba West Central Wireless ("Lessee"), dated as of the later date of execution set forth below. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement for (as that term is defined below).

WHEREAS, Lessor and Lessee entered into that Land Lease Agreement for Tower Site dated April 8, 2005 (the "Agreement") whereby Lessor leased to Lessee certain premises located in Concho County, Texas, for the purpose of building and installing thereon, and operating and maintaining, a steel tower approximately 300 ft. tall and appropriate equipment;

WHEREAS, the parties desire to amend the Agreement by executing this First Amendment to extend the term of the Agreement and to amend certain other provisions of the Agreement as set forth herein;

NOW, THEREFORE, the parties hereby agree to amend the Agreement as follows:

I.

Paragraph 3. Access, is hereby deleted in its entirety and the following inserted in its place:

"3. Access. The Lessor warrants that it has unrestricted control of the Leased Premises and hereby grants Lessee free and unrestricted access to and from the Leased Premises from a public right-of-way. Lessee will have such other rights of way and easements on, over, under, across, and through the adjoining lands of Lessor as may be reasonably required by Lessee for the purpose of bringing electricity, gas, water, telephone and any and all other utilities to the Leased Premises, and the right to park vehicles on or about the Leased Premises and the lands immediately adjacent thereto during periods of construction or site inspection and at times of necessary repair work. Lessee agrees that only employees, vendors, contractors, or subcontractors of Lessee, or of any permitted assignee or successor, or of any sublessee of Lessee shall be permitted on the Leased Premises unless otherwise agreed to in writing by Lessor. No firearms will be allowed on property along with no hunting, building fires, dumping of trash, consumption of alcohol or any other disruptive actions by any employees of Lessee or any sublessee of Lessee resulting in the demise, destruction, or endangerment to the Leased Premises."

## II.

Paragraph 4. Term, is hereby deleted in its entirety and the following inserted in its place effective as of May 1, 2023:

“4. Term. The term of this Agreement will be for an initial term of ten (10) years, commencing May 1, 2023 through April 30, 2033 and shall automatically renew after the initial ten year term for five (5) additional successive five-year periods (each a "Renewal Term") unless written notice of intention not to renew is given by Lessee to Lessor at least sixty (60) days prior to the end of the initial ten year term or any subsequent Renewal Term. If Lessee continues to use the Leased Premises after the termination of this Agreement or after non-renewal of a Renewal Term, the terms of this Agreement shall continue to apply without modification until such use ends, except that rent shall automatically be increased to 110% of the most recent amount in effect before the termination. For purposes of this Agreement, “continues to use” shall mean only that Lessee continues to provide services to its customers by way of a tower erected on the Leased Premises.”

## III.

Paragraph 5. Rent, is hereby deleted in its entirety and the following inserted in its place:

“5. Rent. Effective with the rent payment due on March 1, 2023, the rent will be \$347.29 per month (\$4,167.48 per year) through February 28, 2025. On March 1, 2025, rent will increase by 5% to \$364.65 per month (\$4,375.80 per year) until February 28, 2030. On March 1, 2030, rent will increase by 5% to \$382.88 per month (\$4,594.56 per year) until February 28, 2035. On March 1, 2035, rent will increase by 5% to \$402.02 per month (\$4,824.24 per year) until February 28, 2040. On March 1, 2040, rent will increase by 5% to \$422.12 per month (\$5,065.44 per year) until February 28, 2045. On March 1, 2045, rent will increase by 5% to \$443.23 per month (\$5,318.76 per year) until February 28, 2050. On March 1, 2050, rent will increase by 5% to \$465.39 per month (\$5,584.68 per year) until February 28, 2055. On March 1, 2055, rent will increase by 5% to \$488.66 per month (\$5,863.92 per year) until February 28, 2060. The rent amounts set forth in this section assume that the Renewal Terms are utilized and upon any notice by Lessee of non-renewal the rent shall cease upon the expiration of the Agreement. Lessee may replace the current steel tower with a larger tower and may add additional antennas and coax required for future wireless coverage at no additional fee or rent paid to the Lessor. In the event Lessee subleases tower space to other vendors, Lessee shall pay Lessor ten percent (10%) of the vendor lease payments received (ex \$500.00 per month payment from vendor = \$50.00 per month additional lease to Lessor). Lessee shall pay all personal property taxes assessed against Lessee's improvements to the Leased Premises. In addition, Lessee will promptly pay all taxes assessed on or because of installation of its equipment for the duration of all lease renewal terms. Lessor will pay all real property taxes and all other fees and assessments attributable to the Leased Premises concerning land values and any taxes on improvements not directly related to construction of the tower, building and cell site of Lessee.”

## IV.

Paragraph 8 (b) is hereby deleted in its entirety and the following inserted in its place:

“(b) Lessee may terminate this Agreement, with or without cause, after the initial ten year period of the lease term upon notice given to the Lessor not less than 180 days prior to the termination date.”

## V.

Paragraph 8 (d) is hereby deleted in its entirety and the following inserted in its place:

“(d) Lessee shall have the right, at its expense, to erect and maintain on the Leased Premises improvements, personal property, and facilities, including, without limitation, an antenna tower and base, radio transmitting and receiving antennas, an electronic shelter, and a generator and fuel tank (collectively, the “Antenna Facilities”). The Antenna Facilities shall remain the exclusive property of Lessee, and Lessee shall have the right to remove the Antenna Facilities following any termination of this Agreement, unless abandoned pursuant to subparagraph (c) above.”

## VI.

Paragraph 12. Assignments, is hereby deleted in its entirety and the following inserted in its place:

“12. Assignments and Subleasing. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party; provided, however, such consent will not be unreasonably withheld, conditioned, or delayed, and Lessee may assign its rights or obligations under this Agreement to (i) an affiliate of Lessee or (ii) any entity that acquires (x) substantially all of the equity or assets of Lessee or (y) at least five towers of Lessee in a single transaction, without the consent of Lessor. Lessee may lease space on and around the Antenna Facilities and, subject to and in accordance with Paragraph 3, grant access related thereto to the Leased Premises to any third party without the consent of Lessor. Affiliate shall mean any subsidiary entity or any entity with common ownership of Lessee. Notwithstanding the foregoing provisions, in no event shall Lessee be required to consent to any assignment by Lessor of the Agreement or the rights and obligations of Lessor unless the assignment is to a purchaser of the fee simple ownership of the entire property in which the Leased Premise is located, and the assignment by Lessor of its right to receive rent or any other amounts payable under this Agreement to any third party shall be considered an assignment which requires the prior written consent of Lessee, which consent may be withheld by Lessee in its sole and absolute discretion.”

## VII.

Paragraph 19. Right to Record is hereby added as follows:

“19. Right to Record. Upon the request of Lessee, Lessor agrees to promptly execute and deliver to Lessee a Memorandum of Lease in recordable form setting forth the general terms of the Agreement, and such other information as Lessee shall request in connection therewith.”

VIII.

Paragraph 20. Counterparts is hereby added as follows:

“20. Counterparts. The parties may execute this Agreement (and any amendment hereto) in counterparts, and deliver by facsimile or electronic mail transmission in portable document format (.pdf), each of which counterpart shall constitute an original and all of which, when delivered and taken together, shall constitute one and the same instrument.”

IX.

Other than as above provided, the parties hereby ratify and confirm the provisions of the Agreement. This First Amendment shall be governed by the same laws applicable to the Agreement. Lessor and Lessee each hereby warrant to the other that the person executing this First Amendment on behalf of the warranting party has the full right, power and authority to enter into, and execute, this First Amendment on that party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this First Amendment.

[Signature pages follow]

[Counterpart Signature of Lessee]

Lessee:

CGKC&H No. 2 Rural Cellular Limited  
Partnership, a Texas limited partnership

By: \_\_\_\_\_  
Mike Higgins, Jr., Chief Executive Officer

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

[Counterpart Signature of Lessor]

Lessor:

City of Eden

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

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

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

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

Attest:

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

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

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

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



TXU 208  
ED 42

**LAND LEASE AGREEMENT FOR TOWER SITE**

THIS AGREEMENT, MADE THIS 8<sup>th</sup> day of APRIL, 2005, by and between The City of Eden ("Lessor") and CGKC&H No. 2 Rural Cellular Limited Partnership dba West Central Wireless ("Lessee").

**WITNESSETH**

WHEREAS, Lessor is the sole legal owner (free and clear of any lien holders) of the following described land ("Leased Premises") located in Concho County in the State of Texas, more fully described on Exhibit "A" attached hereto.

WHEREAS, Lessee desires to use said Lease Premises for the purpose of building and installing thereon, and operating and maintaining, a steel tower approximately 300 ft. tall, and appropriate equipment.

WHEREAS, Lessor is willing to lease the Leased Premises to Lessee and the Lessee is willing to lease the Leased Premises from the Lessor in accordance with the terms and provisions of this Agreement:

Now, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto do mutually covenant and agree as follows:

1. Property. Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the Leased Premises. Lessor grants Lessee the exclusive right to build a cellular tower, which tower shall not exceed 300 feet in height, to be located on the Leased Premises.
2. Use of Tower. All installation shall be the sole responsibility and expense of the Lessee. Lessor gives Lessee the right to access electrical power, including necessary construction and placement of electric line poles across the Leased Premises to facilitate adequate electricity for cellular and microwave equipment operation. Any cost associated with acquiring electrical power and any monthly charges will be the responsibility of Lessee. During the term of this Lease, Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Leased Premises (the "Governmental Approvals") and Lessor agrees to allow Lessee to perform surveys, soils testing and other engineering procedures on, under, and over the property necessary to determine that the land will be acceptable to Lessee's engineering specifications, system design and Governmental Approvals.
3. Access. The Lessor warrants that it has unrestricted control of the Leased Premises and hereby grants Lessee free, unrestricted, and commercially

reasonable access to and from the Leased Premises from a public right-of-way. Lessee will have such other rights of way and easements on, over, under, across, and through the adjoining lands of Lessor as may be reasonably required by Lessee for the purpose of bringing electricity, gas, water, telephone and any and all other utilities to the Leased Premises, and the right to park vehicles on or about the Leased Premises, the lands immediately adjacent thereto during periods of construction, site inspection, and at times of necessary repair work. Lessee agrees that only cellular switch maintenance or management employees, vendors, contractors or subcontractors of Lessee, CT Cube, Ltd., dba West Central Wireless or any sublessee shall be permitted on the Leased Premises unless otherwise agreed to in writing by Lessor. No firearms will be allowed on property along with no hunting, building fires, dumping of trash, consumption of alcohol or any other disruptive actions by any employees of Lessee, CT Cube, Ltd., dba West Central Wireless or any sublessee resulting in the demise, destruction, or endangerment to the Leased Premises.

4. Term. The term of this Agreement shall be for an initial period of ten (10) years, February 1, 2005 through January 31, 2015, and shall be automatically renewable after the initial ten year term for twenty successive one year periods at a rate outlined in this Agreement below, unless written notice of an intention not to renew the Agreement is given by either party to the other party at least one hundred and eighty (180) days prior to the end of either the initial 10 year period or any subsequent one year renewal period. If Lessee continues to use the Leased Premises after the termination of this Agreement or after non-renewal of any subsequent one-year renewal Agreement, the terms of this Agreement shall continue to apply without modification until such use ends, except that rent shall be automatically increased by 100% from the most recent amount in effect before the date of termination.
5. Rent. Lessee shall pay Lessor rental of \$300.00 per month for the first five years of this Agreement and \$315.00 per month for the second five years of the initial ten year term, payable in advance for an entire year in full on or before the actual lease anniversary date (March 1). Also, any additional antennas and coax required for future wireless coverage may be added as required by Lessee at no additional fee or rent paid to the Lessor. In addition, Lessee shall promptly pay all taxes assessed on or because of installation of its equipment for the duration of all lease renewal terms. Lessor shall pay all real property taxes and all other fees and assessments attributable to the Leased Premises concerning land values and any taxes on any improvements not directly related to construction of the tower, building and cell site equipment of Lessee. After the initial five years of the lease agreement, an increase of 5% each five years will be added to the amount of rent due Lessor from Lessee during each successive five year period. Should the Agreement continue for the entire thirty-year period, the scheduled yearly pay rates would be as follows:

Example:	(1-5 years)	\$3600.00/yr.	\$300.00/mo.	3/1/05 - 2/28/10
	(6-10 years)	\$3780.00/yr.	\$315.00/mo.	3/1/10 - 2/28/15
	(11-15 years)	\$3969.00/yr.	\$330.75/mo.	3/1/15 - 2/28/20
	(16-20 years)	\$4167.48/ yr.	\$347.29/mo.	3/1/20 - 2/28/25
	(21-25 years)	\$4375.80/yr.	\$364.65/mo.	3/1/25 - 2/28/30
	(26-30 years)	\$4594.56/yr.	\$382.88/mo.	3/1/30 - 2/28/35
	30-35	4824.24	402.02	3/1/35 - 2/28/40

6. Indemnification of Lessor. Lessee agrees that it shall indemnify and hold the Lessor and its officials and employees harmless of and from any and all liability, damage, claims and demands whatsoever, including attorney's fees and expenses, made upon Lessor as a result of Lessee's possession and use of the Leased Premises. Lessor warrants that the undersigned official has full right, power and authority to execute this Agreement and that it has good and unencumbered title to the land free and clear of any liens or mortgages. Lessee has the right to obtain, at its expenses, a title report or commitment for a leasehold title policy from a title insurance company of its choice. If in the opinion of Lessee, such title reports shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the land or Lessee's ability to obtain leasehold financing, Lessee shall have the right to terminate this Lease upon written notice to Lessor. Lessor represents and warrants to Lessee that hazardous substances have not been generated, stored or disposed of on the Leased Premises. Lessee warrants, covenants, and represents that it will not store, generate, or dispose of a hazardous substance on the Leased Premises. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Each party will hold the other party harmless from and indemnify the other party against and from any damage, loss, expenses or liability resulting from any breach of these representations, covenants, and warranties, including all attorneys' fees and costs incurred as a result thereof.
  
7. Exclusive Rights. The rights granted to Lessee with respect to the Leased Premises hereunder shall be on an exclusive basis. Lessor covenants that it shall not enter into similar agreements on this or other property with other parties which would permit the other party to utilize a frequency causing interference to equipment on the tower and that no other party shall interfere with line of sight signal for transmitting or receiving a signal.
  
8. Termination. Lessor and Lessee may terminate this Agreement:

- (a) Lessor or Lessee may terminate this Agreement sixty days after giving written notice of a default under this Agreement provided that such default is not cured within said sixty day period.
- (b) Either party may terminate this Agreement, with or without cause, after the initial ten year period of the lease term upon notice given to the other party of not less than 180 days prior to the termination date.
- (c) Upon termination of this Agreement, Lessee shall have one hundred eighty (180) days to remove all improvements it has placed on the Leased Premises; provided, however, Lessee shall continue to pay rentals following said termination at the rates specified in Section 4 until such improvements are completely removed or until Lessee provides written notice to Lessor that Lessee has abandoned the improvements. In the event that said improvements are not timely removed, Lessor, at its option, may treat the improvements abandoned, in which case, title to such improvements shall vest in Lessor. If Lessor, in good faith, files an affidavit in the Official Public Records of Concho County, Texas, certifying to such abandonment, said affidavit shall create rebuttable presumption that the improvements have been abandoned; if a suit is not filed within two years of the filing of said affidavit challenging said presumption, or if Lessor does not rescind said affidavit with a duly executed document filed in the Official Public Records of Concho County, Texas, said presumption shall become irrebuttable.
- (d) Lessee shall have the right at its expense, to erect and maintain on the Leased Premises improvements, personal property and facilities, including without limitation an antenna tower and base, radio transmitting and receiving antennas, and an electronic shelter (collectively the "Antenna Facilities"). The Antenna Facilities shall remain the exclusive property of Lessee and Lessee shall have the right to remove the Antenna Facilities following any termination of this Agreement, unless abandoned pursuant to subparagraph (c) above.
- (e) If a condemning authority takes all of the Leased Premises, or a portion sufficient, in Lessee's determination to render the Leased Premises unsuitable for the use which Lessee was then making of the Leased Premises, this Agreement shall terminate as of the date the title vests in the condemning authority. The parties shall be entitled to share in the condemnation proceeds in proportion to the values of their respective interest in the Property (which for Lessee shall include, where applicable, the value of its Antenna Facilities, moving expenses, prepaid rent, and business dislocation expenses).

9. Insurance. Lessee shall, at its expense, obtain and maintain liability insurance coverage for the Leased Premises against liability claims that may arise from its possession and use of the Leased Premises, and shall provide Lessor with proof of such coverage. Such insurance coverage shall be in an amount not less than \$1,000,000 per occurrence, and shall be with an insurance company licensed to insure in the State of Texas.
10. Compliance with Applicable Laws. Lessee will comply with all applicable Federal, State, County and Municipal Laws, Codes, Rules, and Regulations of all governmental and public authorities (collectively the "Laws") having jurisdiction that in any way affect the structures and facilities installed on the tower. Lessee represents and warrants that it is familiar with all such Laws. If Lessee takes any action in violation thereof, it shall assume full responsibility thereof and shall bear all costs attributable thereto. Lessor gives Lessee permission to make any changes necessary by local, state or federal laws or regulations concerning, but not restricted to, height of tower, lighting of tower, location or position of antennas, or any other regulatory requirement which is different from what is stated in this Agreement. Lighting of tower; however, shall not be of an unnecessary brightness.
11. Tower Maintenance. Lessee, at its expense, will be responsible for all tower maintenance and upkeep, including, but not limited to, proper painting, lighting and maintenance of structural integrity of tower in accordance with applicable laws. A fence may be constructed around the tower and equipment at the Lessee's expense.
12. Assignments and Subleasing. Neither party may assign its rights or obligations under this Agreement without the written consent of the other party; such consent will not be unreasonably denied. Lessee may lease space on the Antenna Facilities to any third party without the consent of Lessor.
13. Notices. All notices given pursuant to this Agreement shall be in writing and shall be delivered by overnight courier service or mailed by certified mail, return receipt requested, to the parties hereto at the following addresses, or at such other address as either party hereby may, by written notice, hereafter give to the other:

To Lessor:

The City of Eden  
P. O Box 915  
Eden, Texas. 76837

To Lessee:

CGKC&H No.2 Rural Cellular Limited Partnership dba West Central Wireless  
P.O. Box 991  
San Angelo, Texas 76902

14. Exhibits. All Exhibits referred to herein are hereby expressly made a part of this Agreement.
15. Binding Effect. This Agreement shall be binding upon the parties hereto, and their heirs, legal representatives, successors and assigns permitted under Section 12.
16. State Law. This Agreement shall be construed, interpreted and applied in accordance with, and the rights of the parties shall be governed by the laws of Texas.
17. Severability of Void Provisions. The invalidity or unenforceability of any provision of this Agreement shall not affect any other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were modified or omitted to the minimum extent necessary so that the remainder of the Agreement is enforceable.
18. Entire Agreement. This Agreement contains the entire understanding between Lessor and Lessee, all prior agreements, understandings and discussions having merged herein. No amendment or modification of this Agreement or waiver of any provision hereunder shall be binding unless such amendment, modification or waiver shall be in writing and signed by the parties hereto. Any waiver by Lessors of any default hereunder shall not operate as waiver of other or succeeding defaults.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in several counterparts, each of which shall be deemed an original, on the day and year first written above.

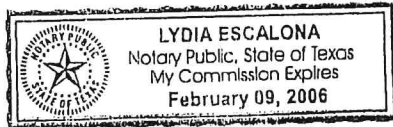
CGKC&H No.2 Rural Cellular Limited Partnership dba West Central Wireless  
(Lessee)

By: Robert A. Hunt  
Name: Robert Hunt  
Title: Managing General Partner

THE STATE OF TEXAS §

COUNTY OF Tom Green §

This instrument was acknowledged before me on April 13, 2005, by  
ROBERT HUNT, Managing General Partner of CGKC & H No. 2 Rural Cellular  
Limited Partnership.



Lydia Escalona  
Notary Public, State of Texas

City of Eden  
(Lessor)

By: Charlie Rodgers Jr.  
Name: Charlie Rodgers, Jr.  
Title: Mayor

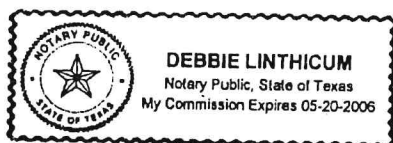
ATTEST:

Rosa L. Schrieber  
Rosa Schrieber,  
City Secretary

THE STATE OF TEXAS §

COUNTY OF Concho §

This instrument was acknowledged before me on April 8<sup>th</sup>, 2005, by  
CHARLIE RODGERS, JR., Mayor of City of Eden.



Debbie Linthicum  
Notary Public, State of Texas

**EXHIBIT "A"**

All of Tract 6 and the East 147.26 feet of Tract 5, Eden Industrial Park, a subdivision of the City of Eden, Concho County, Texas, according to the map or plat thereof recorded in the office of the County Clerk, Concho County, Texas.



APR-01-2005 11:59 AM MASSEY VALENTINE PSENCIK 3258698302

P. 02

3-30-08; 8:47AM; city of eden

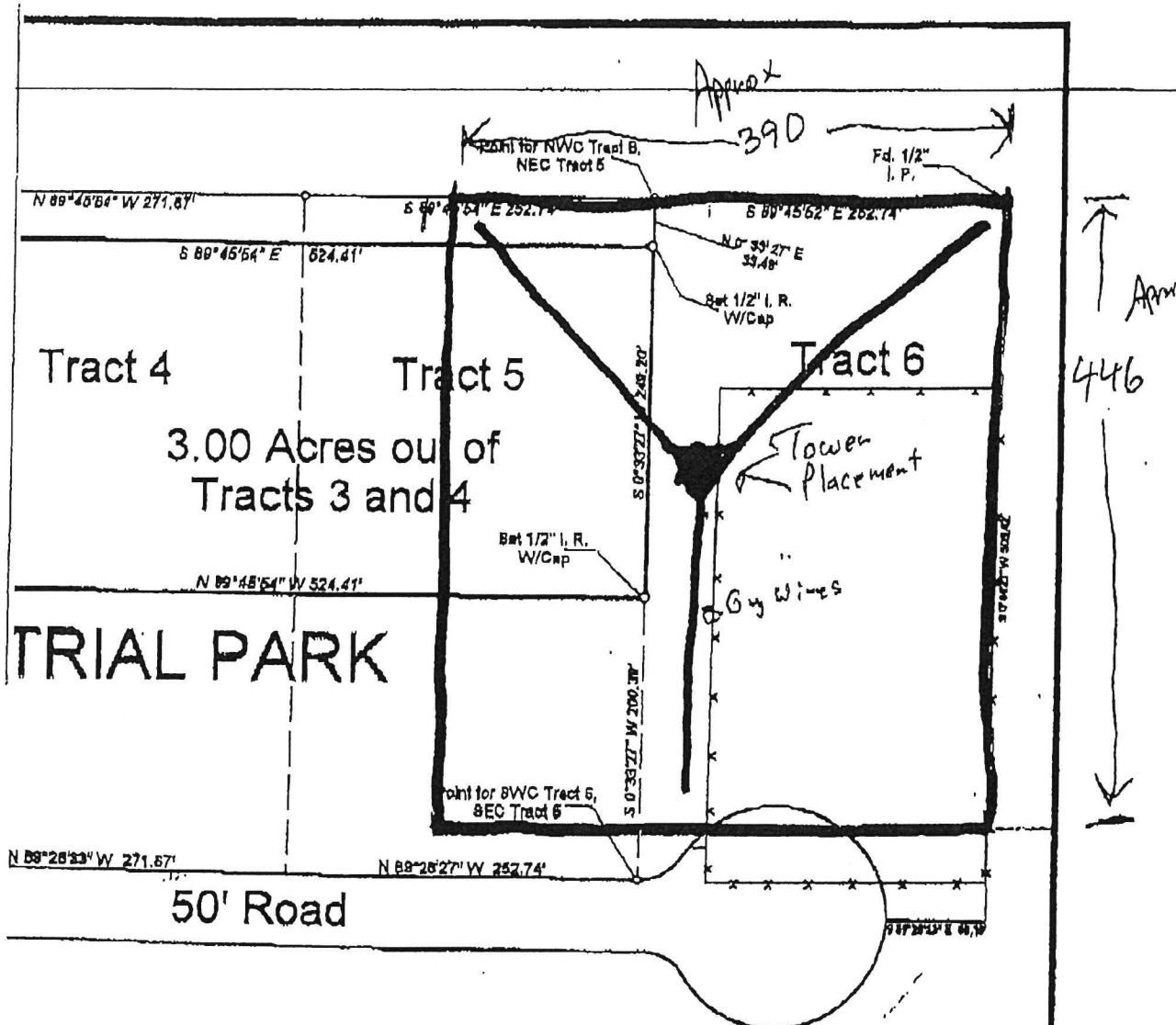
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MAR-25-2005 FRI 08:04 AM WEST CENTRAL

3256567059

P. 001/001

869-5075



# SUDDUTH SURVEYING, INC.

223 S. ABE SAN ANGELO, TX 76903 (325) 949-2788

TION:

out of Tracts 4 and 5, Eden Industrial Park, City of Eden, Concho  
ld 3.00 acres of land being more particularly described by metes  
tbl "A" attached hereto.

Surveyor's Notes:

Reference bearing based on  
GPS observations on March  
10, 2005.

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

### **MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LAND LEASE AGREEMENT FOR TOWER SITE (the "Memorandum") is made effective as of the later date of execution set forth below (the "Effective Date"), between City of Eden, with an address of P.O. Box 915, Eden, Texas 76837 (as "Lessor") and CGKC&H No. 2 Rural Cellular Limited Partnership, dba West Central Wireless and its successors and assigns, with an address of 3389 Knickerbocker Road, San Angelo, Texas 76904 (as "Lessee").

WHEREAS, Lessor is the owner of certain real property located in Concho County, Texas, as described in Exhibit A attached hereto and incorporated herein (the "Property");

WHEREAS, Lessor and Lessee entered into a Land Lease Agreement for Tower Site effective April 8, 2005, as amended by the First Amendment to Land Lease Agreement for Tower Site effective \_\_\_\_\_, 2023 (the "Lease") concerning a portion of the Property as described by the Lease and located at the area described in Exhibit B attached hereto and incorporated herein (the "Leased Premises"); and

WHEREAS, Lessor and Lessee desire to enter into this Memorandum to provide record notice of certain terms of the Lease.

NOW THEREFORE, in consideration of the foregoing, and without limiting the terms and conditions of the Lease, Lessor and Lessee hereby acknowledge the following:

1. Defined Terms; Recitals. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Lease. The recitals above are incorporated into the substantive body of this Memorandum.
2. Term. The current term of the Lease is for ten (10) years commencing on May 1, 2023. Thereafter, the Lease shall automatically renew for five (5) additional successive five-year periods unless written notice of intention not to renew is given by Lessee to Lessor.

3. Exclusive Rights. Lessee has the right to use the Leased Premises to build, modify, maintain, replace and operate a cellular tower, and radio transmitting and receiving antennas and electronic shelters. Lessor shall not enter into agreements on the Property with other third parties to utilize a frequency causing interference to equipment on the tower, to interfere with line of sight signal for transmitting or receiving a signal or otherwise interfere with Lessee's use of the Leased Premises as contemplated in the Lease.
4. Subleasing. Lessee may lease space on and around the Antenna Facilities and, subject to and in accordance with Paragraph 3 of the Lease, grant access related thereto to the property to any third party without the consent of Lessor.
5. Ratification. The purpose of this Memorandum is to give written notice of the Lease, and all of the rights created thereby. This Memorandum is a summary in nature only and is not intended, and shall not be construed, to affect the terms of the Lease. In the event of conflict between this Memorandum and the said unrecorded Lease, the unrecorded Lease shall control.
6. Counterparts. This Memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have respectively executed this Memorandum effective as of the date of the last party to sign.

[Signature pages follow]

Lessor:

City of Eden

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

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

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

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

Attest:

By \_\_\_\_\_

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

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

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

THE STATE OF TEXAS     §  
COUNTY OF \_\_\_\_\_     §

This instrument was acknowledged before me on \_\_\_\_\_,  
2023, by \_\_\_\_\_, \_\_\_\_\_ on behalf of the City of Eden.

\_\_\_\_\_  
Notary Public, State of Texas

Lessee:

CGKC&H No. 2 Rural Cellular Limited  
Partnership, a Texas limited partnership

By: \_\_\_\_\_  
Mike Higgins, Jr., Chief Executive Officer

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

THE STATE OF TEXAS     §  
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on \_\_\_\_\_,  
2023, by Mike Higgins, Jr., Chief Executive Officer of CGKC&H No. 2 Rural Cellular  
Limited Partnership, a Texas limited partnership.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT "A"**  
Legal Description

Property located in Concho County, Texas

Tracts Two (2) through Six (6) of the Eden Industrial Park, a subdivision of the City of Eden, Concho County, Texas, according to a dedication of the subdivision executed by Eden Industrial Foundation dated May 19, 1986 recorded in Volume 139, Page 575, Deed Records, Concho County, Texas, and the plat (hereinafter "EIP Plat") thereof recorded in Volume 2, Page 12, Plat Records, Concho County, Texas.

AND BEING a portion of the same property conveyed to City of Eden from Federal Deposit Insurance Corporation (FDIC) by Special Warranty Deed dated April 28, 1988 and recorded May 20, 1988 in Deed Book 143, Page 200.

Tax Parcel No. R000008943

## EXHIBIT "B"

All of Tract 6 and the East 147.26 feet of Tract 5, Eden Industrial Park, a subdivision of the City of Eden, Concho County, Texas, according to the map or plat thereof recorded in the office of the County Clerk, Concho County, Texas.

