

## WATER TOWER LEASE AND LICENSE AGREEMENT

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between **City of Manor**, a Texas home rule municipal corporation, with its principal offices located at 105 E. Eggleston Street Manor, TX 78653 (telephone 512-272-5555), hereinafter designated CITY, and **Cellco Partnership d/b/a Verizon Wireless**, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated VERIZON. The CITY and VERIZON are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

### WITNESSETH

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

1. PREMISES.

a. CITY hereby leases to VERIZON a portion of that certain space ("the Tower Space") on the CITY's water tower, hereinafter referred to as the "Tower", located at 11215 E US Hwy 290, Manor, Travis County, TX 78653, and being more particularly described in that certain Deed recorded in Document No. 2001007275, Real Property Records of Travis County, Texas (the entirety of CITY's property is referred to hereinafter as the "Property"), together with a 12' by 26' parcel of land (the "Land Space"), (the Property being more particularly described in Exhibit "A"), sufficient for the installation of VERIZON's equipment building/pad and related equipment.

b. CITY also grants to VERIZON a license (the "License") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes for all necessary electrical, telephone, fiber and other similar support services over, under, or along a right-of-way extending from the nearest public right-of-way, Burnet Street, to the Land Space (the "Ingress/Egress and Utility License"); together with the non-exclusive right for the installation and maintenance of utility wires, poles, cables, conduits, and pipes for all necessary electrical, telephone, fiber and other similar support services over, under, or along a right-of-way extending from a nearby public right-of-way, Murray Avenue, to the Land Space (the "Utility License"); and together with a further license over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes (the "Additional Utility License") (collectively, Ingress/Egress and Utility License, the Utility License, and the Additional Utility License are hereinafter referred to as the "Licensed Property").

The Licensed Property may be used solely for purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures, facilities or improvements reasonably necessary and useful solely for the communications facility ("Facility") maintained by VERIZON at the Property pursuant to this Agreement, as well as fiber, telephone, electricity or other similar support services that may be provided by third-party utility service providers and is necessary for provision of the above listed services by VERIZON

("Improvements"), as well as for ingress and egress seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over, and across the property for improvement, installation and maintenance of utility and access to a communications facility LICENSEE is placing on the City's property more fully set out and described in this Agreement and Exhibits thereto.

It is expressly acknowledged and agreed that independent third-party providers of utility services, including but not limited to, fiber, electric and telephone, may utilize the above-referenced Licensed Property solely for the installation of equipment for and connected or attached to VERIZON's Facility or Improvements, and all necessary appurtenances solely to support VERIZON's Facility or Improvements and necessary for the operation of VERIZON's Facility or Improvements without the execution of any further documentation.

The Tower Space, Land Space, and Licensed Property, if any, are substantially described in Exhibit "B," attached hereto and made a part hereof are collectively referred to hereinafter as the "Premises." The licenses granted to VERIZON are non-exclusive, and CITY retains for itself, other lessees, successors and assigns, the right fully to use and enjoy said Licensed Property and any roads or roadways located thereon. Exhibit "B" shall contain a survey and legal description of the Premises; a site plan which sets forth all improvements to be placed on the Property and Land Space, including antennas, any ice bridge, equipment cabinets, utility boxes, fences, walls, any provision for temporary generators, elevation drawings for all the preceding items; fence and wall detail; and specifications for all exterior colors, paint, other finishes and landscaping, as applicable. If VERIZON or its agents or contractors have provided CITY with photo simulations of what the Premises and/or Property will look like upon construction of the antennas, utility wires, poles, cables, conduits, pipes and other improvements, then such photo simulations shall also be attached hereto under Exhibit "A."

VERIZON shall cause all construction on any portion of the Premises to occur lien-free and in compliance with all applicable laws and ordinances. If any lien is filed against any portion of the Premises as a result of acts or omissions of VERIZON or VERIZON's employees, agents or contractors, third party utility service providers or any employees, agents or contractors of such third party utility service providers, VERIZON shall discharge the lien or bond the lien off in a manner reasonably satisfactory to CITY within thirty (30) days after VERIZON receives written notice that the lien has been filed. VERIZON agrees that once commenced, all construction and installation of the Improvements or Facility will be completed in a timely manner without delay and the Improvements or Facility shall be constructed according to plans approved by the CITY. Any material changes in construction shall be approved by the CITY in advance, such approval not to be unreasonably withheld, conditioned, or delayed. Any provision herein to the contrary notwithstanding, VERIZON shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with VERIZON's installation, operation, maintenance or removal of the Improvements permitted under this Agreement, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the City, or its employees, contractors or agents.

Prior to allowing installation of any utilities by a third-party provider, VERIZON agrees to

provide the CITY with the names and contact information of the third party entities who will be accessing and/or using the Facility and/or Improvements through this Agreement, and obtain a notice to proceed from the CITY, which shall not be unreasonably withheld, conditioned or delayed. VERIZON further agrees to update the names and contact information within 72 hours of any change in third party entities by providing written notice to the CITY.

CITY does not grant, and reserves for itself, its successors and assigns, (i) all mineral rights, seismic rights and rights to water, rights to oil, gas, other hydrocarbons or minerals on, as to, under or about any portion of the Premises and Property; (ii) rights to generate electricity from the wind or wind power on, as to or about any portion of the Premises and Property; and (iii) the right to grant to others the rights hereby reserved.

CITY hereby grants permission to VERIZON to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "C" attached hereto.

2. SURVEY. CITY also granted to VERIZON the right to survey the Property and the Premises, and said survey is attached hereto as part of Exhibit "B" which is made a part hereof.

3. TERM; RENTAL; ELECTRICAL.

(a) This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for five (5) years beginning on the Commencement Date. The "Commencement Date" shall be the first day of the month that VERIZON begins installation of VERIZON's equipment on the Premises. The Parties agree to acknowledge the Commencement Date in writing in the form attached hereto as Exhibit "D."

(b) Rental payments shall begin on the Commencement Date and be due at a total annual rent for the first year of Nine Thousand and No/100 Dollars (\$9,000.00) (the "Rent"), to be paid in equal monthly installments on the first day of the month, in advance, to CITY at 105 E. Eggleston Street, Manor, Texas 78653, or to such other person, firm, or place as CITY may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given as provided herein. CITY and VERIZON acknowledge and agree that the initial rental payment may not be delivered by VERIZON until ninety (90) days after the Commencement Date but shall include payment for such ninety (90) days as well as the next month's payment. In the event VERIZON fails to pay rent as required, CITY may notify VERIZON of such failure and if not paid within fifteen (15) days of such notice, VERIZON shall be assessed a five percent (5%) late fee and shall bear interest at two percent (2%) per month or (if less) at the highest rate allowed by law. Any such late fee shall be due and payable by VERIZON within fifteen (15) days of receipt of notice of such late payment. If this Lease is terminated at a time other than on the last day before the anniversary date, then except as provided below, Rent shall be prorated as of the date of termination for any reason (other than a default by VERIZON) and all prepaid Rent shall be immediately refunded to VERIZON. Upon agreement of the Parties, VERIZON may pay rent by electronic funds transfer and in such event, CITY agrees to provide to VERIZON bank routing information for such purpose upon request of VERIZON.

For any party to whom rental payments are to be made, CITY or any successor in interest of CITY hereby agrees to provide to VERIZON within thirty (30) days after VERIZON requests the documentation from CITY (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully execute state and local withholding forms, if required; and (iii) other documentation to verify CITY's or such other party's right to receive rental as is reasonably requested by VERIZON (collectively, "Rental Documentation"). Rental payments shall accrue in accordance with this Agreement, but VERIZON may not deliver rental payments for up to sixty (60) days after the initially requested Rental Documentation has been received by VERIZON. VERIZON acknowledges that once Rental Documentation is provided in a satisfactory manner, it shall be obligated to pay in full any withheld rental payments and current rental payments that may be due. If VERIZON, after receiving all requested documentation, withholds delivery of rental payments to CITY beyond the sixty (60) days contemplated herein, VERIZON shall be subject to a late fees as contemplated above.

(c) CITY shall, at all times during the Term, provide electrical service and telephone service access within the Premises. VERIZON shall have the right to install, or engage a third-party to install in the general areas approved by CITY, wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services serving the Premises and to improve the present utilities on the Property, all at VERIZON's expense. CITY agrees to use reasonable efforts in assisting VERIZON to acquire necessary services. VERIZON shall install separate meters for utilities on the Premises or Property to be solely used by VERIZON. VERIZON shall be solely responsible and pay when due all charges for utilities serving the Premises during the Term of the Agreement. VERIZON shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by CITY. VERIZON shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional 5-year terms unless VERIZON terminates it at the end of the then current term by giving the other Party written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term."

5. RENTAL INCREASE. The annual rent shall be increased by an amount equal to two percent (2%) of the Rent in effect during the previous year on the first day of each anniversary date of the Commencement Date.

6. [Intentionally Deleted].

7. TAXES.

(a) CITY shall invoice and VERIZON shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on VERIZON and required to be collected by the CITY based on any service, rental space, or equipment provided by the CITY to VERIZON. VERIZON shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any government entity that are imposed on VERIZON and required to be paid by VERIZON that are directly attributable to VERIZON's equipment or VERIZON's use and occupancy of the Premises. Payment shall be made by VERIZON within sixty (60) days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges and shall ensure that payment is made prior to the imposition of any lien on the Property.

(b) VERIZON shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which VERIZON is wholly or partly responsible for payment. CITY shall reasonably cooperate with VERIZON at VERIZON's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by VERIZON, there is a reduction, credit or repayment received by the CITY for any taxes previously paid by VERIZON, CITY agrees to promptly reimburse to VERIZON the amount of said reduction, credit or repayment. In the event that VERIZON does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, CITY will pursue such dispute at VERIZON's sole cost and expense upon written request of VERIZON.

8. USE; GOVERNMENTAL APPROVALS. VERIZON shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at VERIZON's expense and their installation shall be in strict compliance with this Agreement and the exhibits attached hereto as approved by the CITY, such approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, VERIZON shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, during the Term without the prior written approval of CITY, provided that the replacement utilities, equipment, antennas and/or conduits or any portion thereof, or related improvements are not greater in number or size than those existing and there is no change in their location on the Premises. For all other modifications, VERIZON shall submit to CITY, a detailed proposal for any such replacement or additional utilities, equipment, antennas, conduits, or related improvements and any supplemental materials as may be requested for CITY's evaluation and written approval. CITY agrees that such approval will not be unreasonably withheld, conditioned or delayed. A current and accurate site plan must be submitted to CITY by VERIZON and maintained on file with CITY for the entire term of this Agreement and all renewals thereof. It is understood and agreed that VERIZON's ability to use the Premises is contingent upon its obtaining after the Effective Date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit VERIZON's use of the Premises as set forth above. CITY shall cooperate with VERIZON in its effort to obtain such approvals and shall

take no action which would adversely affect the status of the Property with respect to the proposed use thereof by VERIZON. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to VERIZON is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) VERIZON determines that such Governmental Approvals may not be obtained in a timely manner; (iv) VERIZON determines that any soil boring tests or structural analysis is unsatisfactory; (v) VERIZON determines that the Premises is no longer technically or structurally compatible for its use; (vi) VERIZON, in its sole discretion, determines that the use the Premises is obsolete or unnecessary; or (vii) at any time before the Commencement Date for any reason or no reason in VERIZON's sole discretion, VERIZON shall have the right to terminate this Agreement. Notice of VERIZON's exercise of its right to terminate shall be given to CITY in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by VERIZON, or upon such later date as designated by VERIZON. All rentals paid to said termination date shall be retained by CITY. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, VERIZON shall have no further obligations for the payment of Rent to CITY.

9. INDEMNIFICATION. To the extent authorized by law, and subject to Paragraph 10 below, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against any and all claims of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. Notwithstanding the foregoing, VERIZON shall reimburse the CITY for all actual and reasonable costs of replacing or repairing any property of the CITY or of others which was damaged or destroyed as a result of activities under this Agreement by, or on behalf of, VERIZON, except to the extent such claims or damages may be due to or caused by the sole negligence or willful misconduct of the City, or its employees, contractors, agents, or licensees. All indemnification obligations shall survive the termination or expiration of this Agreement.

10. INSURANCE. VERIZON shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension or renewal thereof, at VERIZON's sole expense, liability insurance and workers' compensation insurance, and a certificate of insurance shall be submitted to and reasonably approved by CITY upon the commencement of this Agreement. VERIZON shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of this Agreement by VERIZON, or VERIZON's employees or subcontractors.

A. Scope of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability.
2. Commercial Automobile liability covering all owned, hired and non-owned vehicles.
3. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.

B. Limits of Insurance

VERIZON shall maintain limits as follows:

1. Commercial General Liability: \$5,000,000 per occurrence for bodily injury (including death) and property damage and \$5,000,000 general aggregate including (a) Premises-Operations; (b) Broad Form Contractual Liability; (c) Products and Completed Operations; (d) Independent Contractors; (e) Personal and advertising Injury; (f) Explosion Collapse and Underground (XCU) Coverage, Fire Damage Legal Liability, and Medical Expense.
2. Commercial Automobile liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Employer's Liability with limits of \$1,000,000 each accident/disease/policy limit.
4. Excess/umbrella liability insurance with a limit of \$5,000,000 per occurrence and aggregate providing coverage above the primary commercial general liability, commercial automobile liability and employer's liability insurance required herein

C. Other Insurance Provisions

The policies shall contain the following provisions:

1. General Liability and Automobile Liability Coverage
  - (a) The CITY, its officers, officials, employees, Boards and Commissions and volunteers are to be included as "Additional Insureds" as their interest may appear under this Agreement as respects liability arising out of activities performed by VERIZON. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
  - (b) VERIZON's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or

self-insurance maintained by the CITY, its officials, employees or volunteers shall be excess of VERIZON's insurance and shall not contribute with it.

- (c) Any failure to comply with reporting provision of the policy shall not affect coverage provided to the CITY, its officers, officials, employees, Boards and Commissions or volunteers.
- (d) VERIZON's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.

## 2. Workers' Compensation and Employer's Liability Coverage

The insurer shall agree to waive all rights of subrogation against the CITY.

## 3. All Coverages

Upon receipt of notice from its insurer(s) VERIZON shall use commercially reasonable efforts to provide CITY with thirty (30) days prior written notice of cancellation.

### E. Acceptability of Insurers

Insurance will be placed with insurers with an A.M. Best's rating of no less than A-:VI.

### F. Verification of Coverage

VERIZON shall furnish the CITY with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by an authorized representative of VERIZON's insurers. The certificates are to be on ACCORD forms or equivalent and are to be received and reasonably approved by the CITY before work commences.

### G. Contractors

In the event VERIZON uses third-party utility service contractors or subcontractors to provide services or to perform work upon the Premises, VERIZON shall require such contractors or subcontractors to obtain and maintain substantially the same coverage as required of VERIZON and provide separate certificates of insurance as is required by CITY to evidence that each such third party obtains and maintains insurance coverage.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 31, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in



value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided VERIZON is not in default hereunder beyond applicable notice and cure periods, VERIZON shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to CITY.

13. ACCESS TO TOWER;CONSTRUCTION. (a) CITY agrees VERIZON shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. CITY shall furnish VERIZON with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of VERIZON or persons under their direct supervision will be permitted to enter the Property and Premises. CITY and its agents shall have the right to examine the Property and to enter the Premises at reasonable times to examine and inspect the Premises and any of VERIZON's Improvements thereon, provided that (i) VERIZON has prior written notice of such access; and (ii) VERIZON has opportunity to accompany CITY during any such access. This Agreement does not restrict or prevent CITY from leasing other portions of the Property to other providers of the same or similar services, such as for their antennas or communications facilities.

(b) After any construction or installation of equipment by VERIZON at the Property, VERIZON shall restore the portions of the Licensed Property surrounding the Improvements or Facility to substantially the same condition that existed prior to the construction and installation of the Improvements. VERIZON shall require each contractor and subcontractor, employee, agent or assign (together with VERIZON, the "VERIZON Parties") constructing, installing, modifying, repairing, or maintaining the Improvements to safeguard and protect the public on or using the property adjacent to where the work is being performed, from accidents, injury or damage, by placing barriers, lights and other sufficient safeguards to minimize hazards to persons during construction of the Improvements.

14. TOWER COMPLIANCE. CITY covenants that it will keep the Tower in good repair as required by all Laws (as defined herein below). The CITY shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. Notwithstanding the foregoing, VERIZON agrees to construct the site and its equipment in compliance with all Applicable Laws, including complying with all lighting, marking, painting, or some other compliance regulations required on the Premises as a result of this Agreement.

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

at its own expense, maintain the Premises and all improvements, equipment and other personal property on the Property in good working order, condition and repair. VERIZON shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or source of undue vibration, heat, noise or interference. VERIZON shall install and maintain its equipment, antennas and other improvements in a manner which does not reduce the useful life (or increase the maintenance or repair cost) of the Premises or any portion of it.

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

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

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

- a. The Temporary Relocation is similar to VERIZON's existing location in size and is fully compatible for VERIZON's use, in VERIZON's reasonable determination;
- b. CITY gives VERIZON at least ninety (90) days written notice prior to requiring VERIZON to relocate;
- c. VERIZON's use at the Premises is not interrupted or diminished during the relocation and VERIZON is allowed, if necessary, in VERIZON's reasonable determination, to place a temporary installation on the Property during any such relocation;
- d. Upon the completion of any maintenance, repair or similar work by CITY, VERIZON is permitted to return to its original location from the temporary location; and
- e. All costs associated with any Temporary Relocation shall be borne by VERIZON.

15. INTERFERENCE.

(a) VERIZON agrees that VERIZON will install equipment of the type and frequency which will not cause interference that is measurable in accordance with then existing industry standards to (i) any of CITY's equipment, or (ii) any equipment of other VERIZONs of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any of VERIZON's equipment causes such interference, and after CITY has

notified VERIZON in writing of such interference, VERIZON will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at VERIZON's option, powering down such equipment and later powering up such equipment for intermittent testing. CITY may, at its expense, perform tests as necessary to determine compliance of VERIZON's equipment on the Property with Federal radio frequency exposure limit rules, currently set forth at 47 C.F.R. Section 1.1310, or subsequent Federal rules as from time to time in effect. If required for the operation, use, maintenance, repair or replacement of the Tower, VERIZON shall, upon prior written notice, work in good faith with CITY to coordinate temporary shut down of its equipment that is reasonably limited in time, scope, duration and to practical time of the day. After notice and consultation, VERIZON will generally agree to temporarily cease or modify its operations on the Property as mutually agreed upon with CITY, in order to protect the health, safety and welfare of workers or other persons on the Property. In particular, VERIZON shall work with CITY in good faith to coordinate temporary shut down of VERIZON's equipment and antennas whenever CITY or its contractors, employees or agents will be working on or near the Tower, VERIZON is given proper notice, and the Parties address all needs and concerns. Both CITY and VERIZON shall be allowed to conduct radio frequency emission and interference studies from time to time to determine whether VERIZON's use of the Premises, equipment, antennas and related improvements is causing such harmful interference. VERIZON shall have ninety (90) days to remedy any applicable harmful interference caused by VERIZON in violation of this Agreement to CITY's reasonable satisfaction. If the problem is not so remedied in ninety (90) days, then CITY may require VERIZON, at VERIZON's full expense, to relocate VERIZON's equipment, antennas and related improvements so as to remove or minimize the interference, to the extent CITY deems necessary. CITY shall permit VERIZON to place a temporary antenna facility (Cell on Wheels or similar installation) on CITY's Property or at some other location acceptable to VERIZON and CITY, during such relocation. CITY agrees that CITY and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause interference that is measurable in accordance with then existing industry standards to the then existing equipment of VERIZON.

(b) Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to VERIZON'S Network Operations Center (at (800) 621-2622) or to CITY at (512-272-5555), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c) The Parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured Party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or specific performance.

16. REMOVAL AT END OF TERM. VERIZON shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its

original condition, reasonable wear and tear and casualty damage excepted. Removal shall include VERIZON removing footings, foundations and concrete on the equipment enclosure portion of the Premises to a depth of two feet below grade. CITY agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of VERIZON shall remain the personal property of VERIZON and VERIZON shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. Upon mutual, written agreement between the Parties that VERIZON not remove all or a portion of the improvements, title to the affected improvements shall thereupon transfer to CITY, and thereafter the improvements shall be the sole and entire property of CITY, and VERIZON shall be relieved of its duty to otherwise remove same. If such time for removal causes VERIZON to remain on the Premises after termination of this Agreement, VERIZON shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. HOLDOVER. VERIZON has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, VERIZON holds over in violation of this Agreement, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in herein shall be equal to 150% of the rent applicable during the month immediately preceding such expiration or earlier termination.

18. CITY'S RIGHTS TO LICENSED PROPERTY. The License granted to VERIZON to use the Licensed Property is expressly subject and subordinate to the existing uses of the CITY, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any existing public utilities facilities, franchised public utilities, rights-of-way, roadways, or streets on, beneath, or above the surface of the Licensed Property (collectively "Existing Uses").

Said Existing Uses of the Licensed Property by the CITY are permitted even though such use may substantially interfere with VERIZON's use of the Licensed Property, or the Improvements. In the event Existing Uses materially interferes with VERIZON's use of the Licensed Property, CITY shall, upon request, grant a replacement license to VERIZON in a mutually agreed upon location on the Property to allow for VERIZON's continued operation at the Property.

In case of a declared Emergency (as defined below), CITY may take action at the Licensed Property to address such Emergency and any resulting damage to or destruction of VERIZON's Improvements installed in the Licensed Property pursuant to this Agreement shall be at no charge, cost, claim, or liability to the CITY, its agents, contractors, officers, or employees. Although subject to the above, CITY shall attempt to use the Licensed Property in a manner that does not unreasonably interfere with or prevent VERIZON's use of the Licensed Property. The term "Emergency" shall mean a situation where there is an immediate or imminent threat of harm to

persons or property or there is an equipment malfunction or failure causing an interruption in water service thereby requiring immediate attention and access to the Licensed Property by CITY.

Notwithstanding any provisions in this Agreement to the contrary, the CITY retains the right to enter upon the Licensed Property, at any time and without notice.

Upon request of the CITY, VERIZON agrees to relocate any or all Improvements located in the Licensed Property and/or the any portion or all of the License, to another location on the Property, hereinafter referred to as the "License Relocation Area," in the event CITY determines, in its reasonable discretion, the use of or Improvements in the Licensed Property: (a) unreasonably interferes with CITY's existing use of the Property; or (b) constitutes a danger to the public, in any such case, provided that:

- a. The License Relocation Area is similar to VERIZON's existing location in size and is fully compatible for VERIZON's use, in VERIZON's reasonable determination;
- b. CITY gives VERIZON at least ninety (90) days written notice prior to requiring VERIZON to relocate;
- c. VERIZON's use at the Property is not interrupted or diminished during the relocation and VERIZON is allowed, if necessary, in VERIZON's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- d. All costs associated with any relocation shall be borne by VERIZON unless relocation occurs at CITY's request more than one (1) time in any five (5) year period, in which case actual and reasonable costs incurred by VERIZON for such additional relocation(s) shall be split equally between the Parties. By way of illustration of the preceding sentence, if VERIZON relocates Improvements and/or the Licensed Property at CITY's request on December 1, 2022, then VERIZON's costs for any subsequent relocation at CITY's request that occurs prior to December 1, 2027 shall be split equally between the Parties, but regardless of any additional relocations that occur prior to December 1, 2027, VERIZON would be solely responsible for the costs associated with the first relocation request by CITY, if any, that occurs on or after December 1, 2027.

For sake of clarity and avoidance of doubt, the in the event VERIZON fails to take action to relocate Improvements and/or any Licensed Property (or portion thereof) in line with this Section 18, CITY may deem such failure to act an Emergency, and proceed with work at, in or around the Licensed Property, including removal of VERIZON's Improvements, and, in such an event, any resulting damage to or destruction of VERIZON's Improvements installed in the Licensed Property pursuant to this Agreement shall be at no charge, cost, claim, or liability to the CITY, its agents, contractors, officers, or employees.

19. RIGHTS UPON SALE. Should CITY, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than VERIZON, or (ii) to grant to a third party by license or other legal instrument an interest in and to that portion of the Tower and or Property occupied by VERIZON, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of a license or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize VERIZON's rights hereunder under the terms of this Agreement. To the extent that CITY grants to a third party by license or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by VERIZON for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, CITY shall not be released from its obligations to VERIZON under this Agreement, and VERIZON shall have the right to look to CITY and the third party for the full performance of this Agreement.

20. QUIET ENJOYMENT. CITY covenants that VERIZON, on paying the Rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. CITY represents and warrants to VERIZON as of the execution date of this Agreement, and covenants during the Term that CITY is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. CITY further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting CITY's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by VERIZON as set forth above.

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

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located. Venue for any suits arising from this Agreement shall lie exclusively in any federal or state court having jurisdiction over Travis County, Texas.

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

Any person or entity to which this Agreement is assigned pursuant to the provisions of the Bankruptcy Code, 11 USC Sections 101, et seq., shall be deemed without further act to have assumed all of the obligations of VERIZON arising under this Agreement both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to CITY an instrument confirming such assumption.

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

CITY:           **City of Manor**  
105 E. Eggleston Street  
Manor, Texas 78653  
Attention: City Manager

VERIZON:       **Cellco Partnership d/b/a Verizon Wireless**  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

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

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. [Intentionally Deleted].

28. RECORDING. CITY agrees to execute a Memorandum of this Agreement which VERIZON may record with the appropriate recording officer. The date set forth in the

Memorandum of this Agreement is for recording purposes only and bears no reference to commencement of either the Term or Rent payments.

29. DEFAULT.

(a) In the event there is a breach by VERIZON with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, CITY shall give VERIZON written notice of such breach. After receipt of such written notice, VERIZON shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided VERIZON may request to have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and VERIZON commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion such extension to cure to completion shall not exceed six (6) months. If VERIZON determines that the cure to completion will exceed six (6) months, VERIZON shall request a ninety (90) day extension period from CITY and CITY shall have the discretion to grant or not grant the extension period requested. CITY may not maintain any action or effect any remedies for default against VERIZON unless and until VERIZON has failed to cure the breach within the time periods provided in this paragraph.

(b) In the event there is a breach by CITY with respect to any of the provisions of this Agreement or its obligations under it, VERIZON shall give CITY written notice of such breach. After receipt of such written notice, CITY shall have thirty (30) days in which to cure any such breach, provided CITY may request to have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and CITY commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. VERIZON may not maintain any action or effect any remedies for default against CITY unless and until CITY has failed to cure the breach within the time periods provided in this paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if CITY fails, within twenty (20) days after receipt of written notice of such breach, to perform an obligation required to be performed by CITY if the failure to perform such an obligation interferes with VERIZON's ability to conduct its business on the Property; provided, however, that if the nature of CITY's obligation is such that more than twenty (20) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such twenty (20) day period or CITY provides VERIZON a date by which CITY will commence performance and thereafter diligently pursued to completion.

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party



in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located.

### 31. ENVIRONMENTAL.

(a) VERIZON shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). VERIZON, its officers, agents, affiliates, contractors and subcontractors and employees, shall not introduce or use any Hazardous Substance on any portion of the Premises in violation of any EH&S Law. "Hazardous Substance" means 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 pursuant to 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. VERIZON shall indemnify and hold harmless the CITY from claims to the extent caused by or resulting from VERIZON's, or its officer's, agent's, affiliate's, contractor's, subcontractor's, and/or employee's violation of any applicable EH&S Laws. VERIZON agrees to defend, indemnify and hold harmless CITY from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the CITY may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment, that relate to or arise from VERIZON's activities, or those of its officers, agents, affiliates, contractors and subcontractors and employees. The indemnification in this section specifically includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This section shall survive the termination or expiration of this Agreement. The Parties recognize that VERIZON is only leasing a small portion of CITY's Property and that VERIZON shall not be responsible for any environmental condition or issue except to the extent resulting from VERIZON's specific activities and responsibilities.

(b) To the extent authorized by law, CITY shall indemnify and hold harmless VERIZON from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting solely from the activities of VERIZON. The Parties recognize that VERIZON is only leasing a small portion of the Property and that VERIZON shall not be responsible for any environmental condition or issue except to the extent resulting from VERIZON's specific activities and responsibilities. In the event that VERIZON encounters any Hazardous Substances that do not result from its activities, VERIZON may relocate its facilities, at its own cost, to avoid such hazardous substances to a mutually agreeable location or, if VERIZON desires to remove at its own cost all or some the

hazardous substances or materials (such as soil) containing those hazardous substances, CITY agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances by VERIZON.

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

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

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants

to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, CITY shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). VERIZON shall, in respect to the condition of the Premises and at VERIZON's sole cost and expense, comply with (a) all Laws relating solely to VERIZON's specific and unique nature of use of the Premises (other than general office use) (including but not limited to laws and ordinances relating to health, safety, radio frequency emissions, and radiation); and (b) all building codes requiring modifications to the Premises due to the improvements being made by VERIZON in the Premises.

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

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

39. FORCE MAJEURE. Neither party is required to perform any term, condition, or covenant of this Agreement if such performance is prevented or delayed by a natural occurrence, fire, act of God, or other similar occurrence, the cause of which is not reasonably within the control of either party, and which by due diligence neither is able to prevent or overcome.

40. AS-IS CONDITION. CITY hereby expressly disclaims all Warranties of Merchantability and Fitness for a Particular Purpose associated with the Premises. Except as provided to the contrary herein, VERIZON accepts the Premises "As Is."

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**CITY:**

**City of Manor**  
A Texas Home Rule Municipal Corporation

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

Name: Tom Bolt

Title: City Manager

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

**VERIZON:**

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

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

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

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

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

**Exhibit "A"**

**Description of CITY's Property:**

***PARENT TRACT***  
(DEED NO. 2001007275)

Lot One (1), Block (11), of A.E. Lane's Addition, City of Manor, Travis County, Texas, according to the map or plat of record in Volume 2, Page 23, Plat Records of Travis County, Texas.

**Description of VERIZON Premises:**

***12.0' X 26.0' LEASE AREA***  
(AS-SURVEYED)

Being a portion of Lot One (1), Block Eleven (11), of the A.E. Lane's Addition to the City of Manor, Travis County, Texas according to the map or plat of record in Volume 2, Page 23, Plat Records of said Travis County, and being more particularly described as follows:

Commencing at a 3/8" rebar found at the intersection of the north right-of-way line of Murray Avenue and the west right-of-way line of Burnet Street and being the southeast corner of said Lot One (1), Block Eleven (11); thence run N 80°55'57" W along said north right-of-way line of Murray Avenue for a distance of 47.72 feet to a 3/8" rebar found at the southwest corner of said Lot One (1); thence N 31°03'20" E leaving said north right-of-way line for a distance of 47.35 feet to a 5/8" rebar set and the Point of Beginning; thence N 80°18'23" W for a distance of 12.00 feet to a 5/8" rebar set; thence N 09°41'26" E for a distance of 26.00 feet to a 5/8" rebar set; thence S 80°18'26" E for a distance of 12.00 feet to a 5/8" rebar set; thence S 09°41'33" W for a distance of 26.00 feet to the Point of Beginning. Said above described Lease Area contains 312.0 square feet, more or less.

**Licensed Property Description:**

**10' UTILITY EASEMENT (AS-SURVEYED)**

Being a portion of Lot One (1), Block Eleven (11), of the A.E. Lane's Addition to the City of Manor, Travis County, Texas according to the map or plat of record in Volume 2, Page 23, Plat Records of said Travis County, and being more particularly described as follows:

Commencing at a 3/8" rebar found at the intersection of the north right-of-way line of Murray Avenue and the west right-of-way line of Burnet Street and being the southeast corner of said Lot One (1), Block Eleven (11); thence N 80°55'57" W along said north right-of-way line of Murray Avenue a distance of 47.72 feet to a 3/8" rebar found at the southwest corner of said Lot One (1) and the Point of Beginning; thence N 09°41'26" E along the west line of said Lot 1 a distance of 44.10 feet to a point; thence S 80°18'23" E leaving said west line a distance of 5.25 feet to a 5/8" rebar set; thence continue S 80°18'23" E a distance of 4.75 feet to a point; thence S 09°41'26" W a distance of 43.99 feet to a point on said north right-of-way line of Murray Avenue; thence N 80°55'57" W a distance of 10.00 feet to the Point of Beginning. Said above described Easement contains 440.4 square feet or 0.01 acres, more or less.

## 20' INGRESS/EGRESS & UTILITY EASEMENT (AS-SURVEYED)

Being a portion of Lot One (1), Block Eleven (11), of the A.E. Lane's Addition to the City of Manor, Travis County, Texas according to the map or plat of record in Volume 2, Page 23, Plat Records of said Travis County, and being more particularly described as follows:

Commencing at a 3/8" rebar found at the intersection of the north right-of-way line of Murray Avenue and the west right-of-way line of Burnett Street and being the southeast corner of said Lot One (1), Block Eleven (11); thence N 80°55'57" W along said north right-of-way line of Murray Avenue a distance of 47.72 feet to a 3/8" rebar found at the southwest corner of said Lot One (1); thence N 09°41'26" E along the west line of said Lot 1 a distance of 44.10 feet to a point; thence S 80°18'23" E leaving said west line a distance of 5.25 feet to a 5/8" rebar set; thence N 09°41'26" E a distance of 26.00 feet to a 5/8" rebar set; thence S 80°18'26" E a distance of 12.00 feet to a 5/8" rebar set; thence S 09°41'33" W a distance of 9.87 feet to the Point of Beginning; thence S 79°20'54" E a distance of 31.30 feet to a point on said west right-of-way line of Burnett Street; thence S 10°29'25" W along said west right-of-way line a distance of 20.00 feet to a point; thence N 79°20'36" W leaving said right-of-way line a distance of 31.02 feet to a point; thence N 09°41'33" E a distance of 20.00 feet to the Point of Beginning. Said above described Easement contains 623.2 square feet or 0.01 acres, more or less.

**See also drawing as part of Exhibit B.**

**If applicable, see attached photo simulations.**

**Exhibit "B"**  
**Survey and Site Plan**





|                            |          |
|----------------------------|----------|
| PROJECT NO.                | 14-10991 |
| DATE                       | 11/14/18 |
| APPROVED BY                | PKM      |
| ADDED EASEMENT PER CLIENT  | 01/31/19 |
| MOVED EASEMENT PER REQUEST | 01/10/19 |
| DATE                       |          |
| REVISION                   |          |
| NO.                        |          |

DRAWN BY: PKM  
 CHECKED BY: PKM  
 FILED ORIGIN: 04  
 DATE: 11/14/18  
 SHEET 2 OF 2

AS-BUILT TOWER SURVEY  
 VERIZON WIRELESS  
 1000 DIXIE BLVD  
 IRVING, TEXAS 75039

SMW Engineering Group, Inc.  
 Birmingham, Alabama 35244  
 P: 205-252-0805  
 WWW.SMWENG.COM

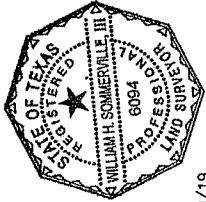
MANOR DT  
 PROJECT NO.: 2017190711  
 LOCATION CODE: 448521  
 OUT OF: J. MANOR SURVEY, ABST. NO. 549  
 TRAVIS COUNTY, TEXAS

**SURVEYOR'S NOTES**

1. This is an As-Built Survey, made on the ground under the supervision of an Texas Registered Land Surveyor.
2. The following surveying instruments were used at time of field visit: Nikon NP-352, Total Station, Reflectors and Tripod + Legacy E RIF, CO 11Z.
3. Bearings are based on Texas Central State Plane Coordinates NAD 83 by GPS observation.
4. All underground utilities, underground encroachments or building foundations were measured or located as a part of this survey.
5. Benchmark used is a GPS Continuously Operating Reference Station, PID A95337. Onsite benchmark is as shown hereon. Elevations shown are in feet and refer to NAD 88.
6. This survey was conducted for the purpose of an As-Built Survey only, and is not intended to delineate the boundaries of any property, easement, or other similar entity.
7. Attention is directed to the fact that this survey may have been reduced or enlarged in size due to reproduction. This should be taken into consideration when obtaining scaled data.
8. This Survey was conducted without the benefit of an abstract title search.
9. Surveyor hereby states the Geoidetic Coordinates and the elevation shown for the proposed centerline of the proposed utility to within +/- 40 millimeters and so within +/- 1/4 inch for a Class "A" Survey.
10. Survey shown herein conforms to the Minimum Requirements as set forth by the State Board for a Class "A" Survey.
11. Field data upon which this map or plat is based has a closure precision of not less than one-foot in 15,000 feet (1:15,000) and an angular error that does not exceed 10 seconds times the square root of the number of feet.
12. This survey is not valid without the original signature and the original seal of a state licensed surveyor and mapmaker.
13. This survey does not constitute a boundary survey of the Parent Tract. Any parent tract property lines shown hereon are from supplied information and may not be field verified.
14. No zoning information supplied by client.

**SURVEYOR'S CERTIFICATION**

I certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Texas to the best of my knowledge, information, and belief.



*William H. Sommerville, III*  
 William H. Sommerville, III  
 Texas License No. 6094

02/19/19

**PARENT TRACT (DEED NO. 2001007275)**

Lot One (1), Block (11), of A.E. Lane's Addition, City of Manor, Travis County, Texas, according to the map or plat of record in Volume 2, Page 23, Plat Records of Travis County, Texas.

**12.0' X 26.0' LEASE AREA (AS-SURVEYED)**

Being a portion of Lot One (1), Block Eleven (11), of the A.E. Lane's Addition to the City of Manor, Travis County, Texas according to the map or plat of record in Volume 2, Page 23, Plat Records of said Travis County, and being more particularly described as follows:

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**10' UTILITY EASEMENT (AS-SURVEYED)**

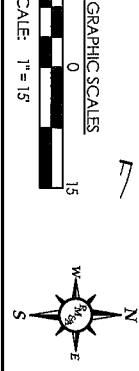
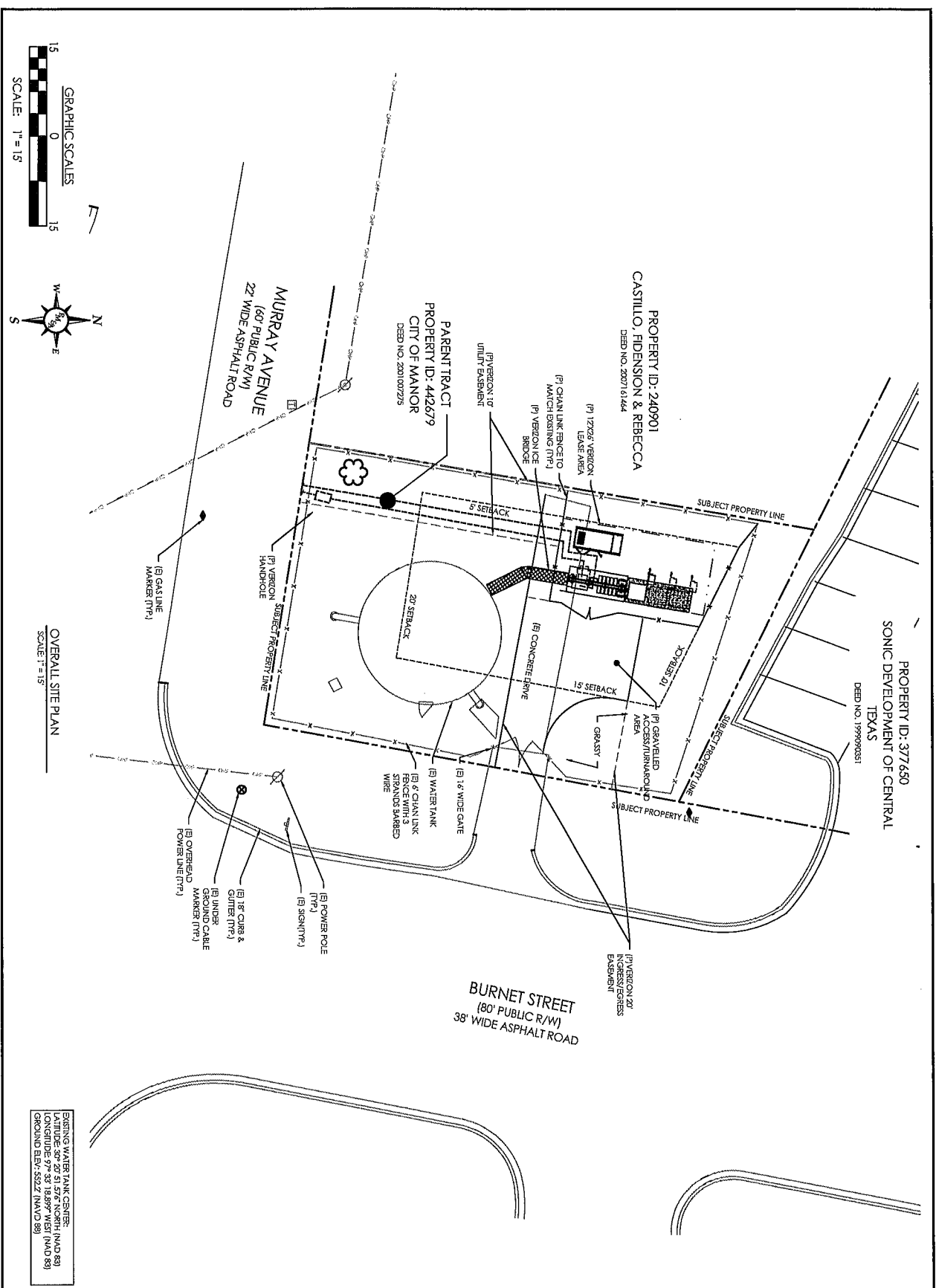
Being a portion of Lot One (1), Block Eleven (11), of the A.E. Lane's Addition to the City of Manor, Travis County, Texas according to the map or plat of record in Volume 2, Page 23, Plat Records of said Travis County, and being more particularly described as follows:

Commencing at a 3/8" rebar found at the intersection of the north right-of-way line of Murray Avenue and the west right-of-way line of Burnett Street and being the southeast corner of said Lot One (1), Block Eleven (11); thence N 80°55'57" W along said north right-of-way line of Murray Avenue a distance of 47.72 feet to a 3/8" rebar found at the southwest corner of said Lot One (1) and the Point of Beginning; thence N 09°41'26" E along the west line of said Lot 1 a distance of 44.10 feet to a point; thence S 80°18'23" E leaving said west line a distance of 5.25 feet to a 5/8" rebar set; thence S 09°41'26" E a distance of 4.75 feet to a point; thence S 09°41'26" E a distance of 43.89 feet to a point on said north right-of-way line of Murray Avenue; thence S 80°18'23" E a distance of 10.00 feet to the Point of Beginning. Said above described Easement contains 440.4 square feet or 0.01 acres, more or less.

**20' INGRESS/EGRESS & UTILITY EASEMENT (AS-SURVEYED)**

Being a portion of Lot One (1), Block Eleven (11), of the A.E. Lane's Addition to the City of Manor, Travis County, Texas according to the map or plat of record in Volume 2, Page 23, Plat Records of said Travis County, and being more particularly described as follows:

Commencing at a 3/8" rebar found at the intersection of the north right-of-way line of Murray Avenue and the west right-of-way line of Burnett Street and being the southeast corner of said Lot One (1), Block Eleven (11); thence N 80°55'57" W along said north right-of-way line of Murray Avenue a distance of 47.72 feet to a 3/8" rebar found at the southwest corner of said Lot One (1); thence N 09°41'26" E along the west line of said Lot 1 a distance of 44.10 feet to a point; thence S 80°18'23" E leaving said west line a distance of 5.25 feet to a 5/8" rebar set; thence N 09°41'26" E a distance of 26.00 feet to a 5/8" rebar set; thence S 80°18'23" E a distance of 5.25 feet to a 5/8" rebar set; thence N 09°41'26" E a distance of 4.75 feet to a point on said west right-of-way line of Burnett Street; thence S 80°18'23" E a distance of 12.00 feet to a point; thence S 09°41'26" E a distance of 31.30 feet to a point on said west right-of-way line of Burnett Street; thence S 10°29'25" W along said west right-of-way line a distance of 20.00 feet to a point; thence N 79°20'39" W leaving said west right-of-way line a distance of 0.92 feet to a point; thence S 09°41'26" E a distance of 20.00 feet to the Point of Beginning. Said above described Easement contains 623.2 square feet or 0.01 acres, more or less.



OVERALL SITE PLAN  
SCALE: 1" = 15'

EXISTING WATER TANK CENTER:  
 (NAVD 83)  
 CENTERLINE: 97° 53' 18.89" WEST (NAVD 83)  
 GROUND ELEV.: 552.2' (NAVD 83)



MANOR DT  
 W. MURRAY AVE  
 MANOR, TX 78653  
 LOCATION CODE:  
 448521

| NO. | DATE     | DESCRIPTION         |
|-----|----------|---------------------|
| A   | 01/18/19 | PRELIMINARY EXHIBIT |

|              |                      |
|--------------|----------------------|
| DESIGNED: AA | 208 #:<br>VWNT18-036 |
| DRAWN: AA    |                      |
| CHECKED: PWM |                      |

OVERALL  
 SITE PLAN  
**LE-1**



**PMA**  
P. MARSHALL &  
ASSOCIATES

MANOR DT  
W. MURRAY AVE  
MANOR, TX 78653

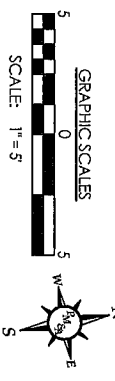
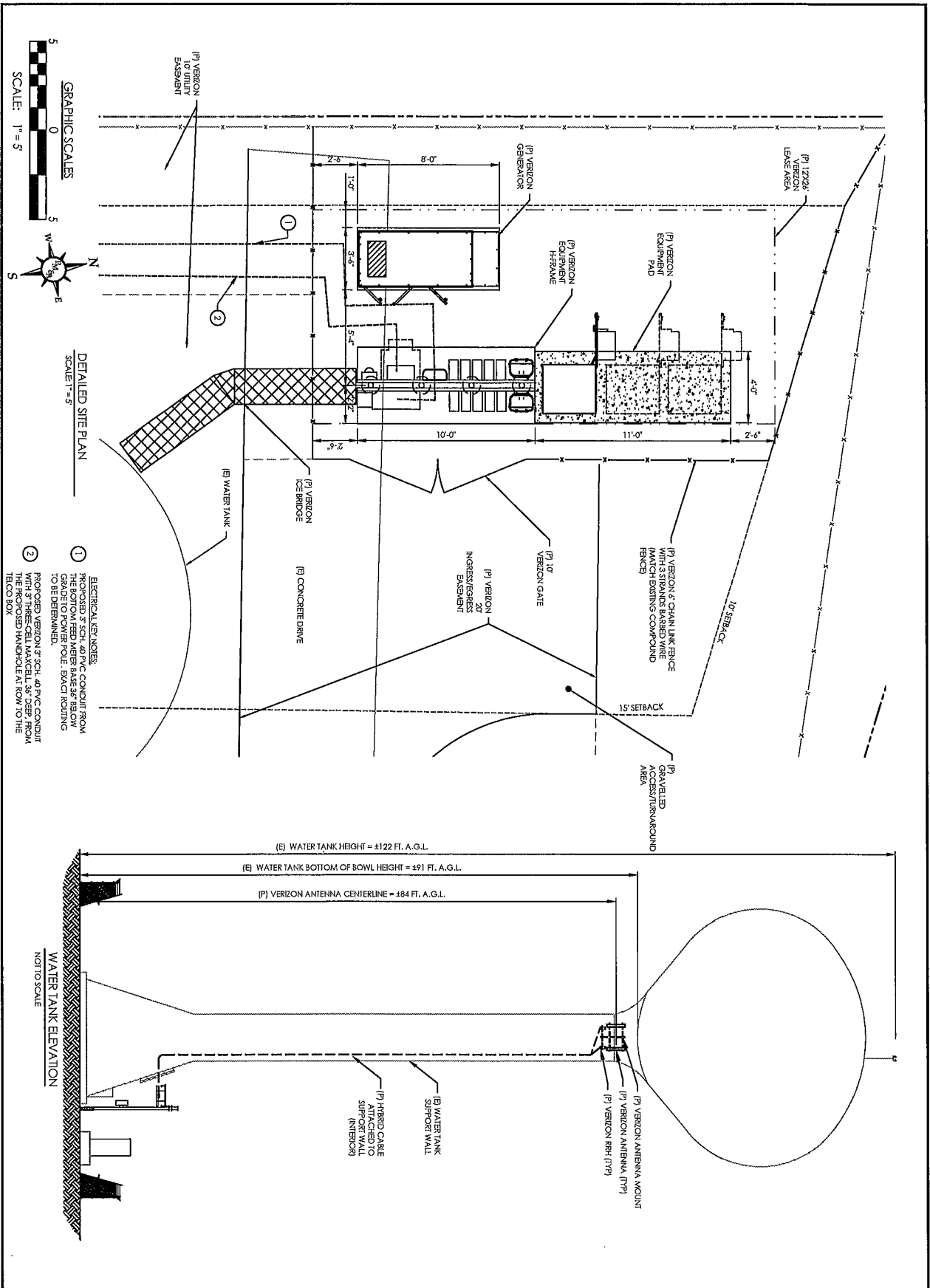
LOCATION CODE:  
448521

| NO. | DATE     | DESCRIPTION         |
|-----|----------|---------------------|
| A   | 01/18/19 | PRELIM LAYOUT SHEET |

|              |                      |
|--------------|----------------------|
| DESIGNED: AA | JOB #:<br>VMNT18-036 |
| DRAWN: AA    |                      |
| CHECKED: PWM |                      |

**DETAILED  
SITE PLAN**

**LE-2**



**DETAILED SITE PLAN**  
SCALE: 1" = 5'

**ELECTRICAL NOTES:**  
 ① PROPOSED 2" SCH. 40 PVC CONDUIT FROM THE BOTTOM FEED W/VERT BASE 36" BELOW GRADE TO POWER POLE. BEND RADIUS TO BE DETERMINED.  
 ② PROPOSED VERIZON 2" SCH. 40 PVC CONDUIT WITH 2 THREE-CORE MAXCELL 35" DEEP FROM THE PROPOSED HANDHOLE A1 FROM THE TELCO BOX

## **Exhibit "C"**

### **VERIZON's Tower Equipment:**

- Up to 6 JMA Wireless MX06FRO860-02, or like kind, antennas
- Up to 6 dual band RRHs
- 1 OVP Box
- 1 Hybrid fiber cable
- RAD Center: 84'

**Exhibit "D"**

**WRITTEN ACKNOWLEDGEMENT OF LEASE COMMENCEMENT**

VERIZON shall complete Section 1 then provide to CITY for completion of Section 2.

**SECTION 1** – This section to be completed by VERIZON. When filling out this section, please be sure to refer to the commencement language per the Agreement.

|   |
|---|
| <b>Site Name:</b> _____   |
| <b>Site Address:</b> _____  |
| <b>Contract Number:</b> _____ <b>GL Location Number:</b> _____          |
| <b>Commencement Date:</b> _____   |
| <b>Printed Name of Verizon Representative:</b> _____ <b>Date:</b> _____ |

**SECTION 2** – This section to be completed by CITY / Landlord and then returned to the Verizon representative.

|  |
|--|
| <b>Company Name:</b><br>(if applicable) _____  |
| <b>Acknowledged by Lessor / Landlord:</b> _____ <b>Date:</b> _____                     |
| <b>Printed Name of Lessor / Landlord:</b> _____ <b>Title:</b><br>(if applicable) _____ |