

WATER TOWER LEASE AGREEMENT

This Agreement, made this _____ day of _____, 20____, between the City of Mansfield, Texas, with a mailing address of 1200 East Broad Street, Mansfield, Texas 76063, hereinafter designated LESSOR, and Dallas MTA, L.P. d/b/a Verizon Wireless with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE 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. LESSOR hereby leases to the LESSEE a portion of that certain space (the "Tower Space") on the LESSOR's water tower, hereinafter referred to as the "Tower", located at 1220 East Debbie Lane, Mansfield, Tarrant County, Texas 76063, and being more particularly described in that certain instrument recorded in Volume 6956, Page 1818, Real Property Records of Tarrant County, Texas (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a 20' by 35' parcel containing 700 square feet (the "Land Space") for the installation of LESSEE's equipment building and other equipment; together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over or along a twenty (20) foot wide right-of-way extending from the nearest public right-of-way, Debbie Land, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights-of-way from the Land Space; and together with any further rights-of-way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Rights of Way and Further Rights of Way, if any, described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises". LESSEE acknowledges that nothing contained herein shall constitute any waiver by LESSOR of the requirement that LESSEE comply with all laws, regulations, and ordinances relevant to and use construction, operation, or other activities within the City of Mansfield, Texas.

b. LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in the construction plans contained in Exhibit "B" attached hereto.

c. LESSEE may, upon thirty (30) days or less during an emergency, (which shall be deemed to have occurred when services have been interrupted due to malfunctioning of LESSEE's equipment or act of God) notice to LESSOR replace the aforementioned equipment with

similar and comparable equipment provided the replacement does not (i) increase tower loading of said Tower, or (ii) increase the number or size of the antennas or (iii) the size of the Land Space. For all other construction or replacements, LESSEE must obtain LESSOR's prior approval, which may involve an adjustment to the rental payments. In the event of an emergency, LESSEE shall give LESSOR notice by telephone prior to replacement and written notice within 48 hours of replacement of equipment, together with a description of the newly installed equipment.

2. SURVEY. LESSOR hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE and LESSEE shall provide a copy of any and all survey of the Property to LESSOR at no cost.

3. TERM; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental ("Annual Rent") of Twenty Eight Thousand and No/100 Dollars (\$28,000.00) to be paid annually in advance, to LESSOR. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE. The Agreement shall commence on December, 2013 (the "Commencement Date"). Rent for the next year shall be due on the first day of the month following 365 days following the Commencement Date. Rental for subsequent years shall be due on the anniversary of the second rental payment, the "Due Date".

b. LESSOR shall, at all times during the Term, not unreasonably inhibit the availability of electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. LESSOR shall be entitled to add a 10% administrative fee to any billing should LESSOR be required to bill LESSEE. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, MANSFIELD_BOREN_WT, P.O. Box 182727, Columbus, OH 43218-2724. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

c. LESSEE shall pay LESSOR a late payment charge equal to five percent (5%) of the late payment for any payment not paid when due. In addition to the late payment charge, any amounts not paid when due shall bear interest until paid at the lesser of the rate of one and three-quarters percent (1 3/4%) per month or the highest rate permitted by law.

d. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; and (ii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

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

4. EXTENSIONS. Provided LESSEE is not in default (beyond any applicable cure period) at the expiration of the initial term of this Agreement, this Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. For each rental payment following the first rental payment, the Annual Rent shall be increased by an amount equal to three percent (3%) of the Annual Rent in effect during the previous year.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year and for one (1) year terms thereafter until terminated by either Party

by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional one (1) year term shall be equal to one hundred three percent (103%) of the annual rental payable with respect to the immediately preceding one (1) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating communications facilities solely for wireless telephone signal transmissions. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term provided such action by LESSEE complies with the limitations contained in Subsection 1(c) above. It is understood and agreed that, provided LESSEE is not in default hereunder (beyond any applicable cure period), LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSEE shall be solely responsible for compliance with all applicable laws, regulations, or other ordinances. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use; or (vi) LESSEE, in its sole discretion, determines that it will be unable to use the Premises for its intended purposes, LESSEE shall have the right to terminate this Agreement and shall pay LESSOR a termination fee equal to one (1) year's rent at the then current rate. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR beyond those contained herein.

8. INDEMNIFICATION. All indemnification by the City of Mansfield shall be limited by applicable law.

9. INDEMNIFICATION AND INSURANCE.

a. LESSEE SHALL, AT ITS SOLE COST AND EXPENSE, INDEMNIFY AND HOLD HARMLESS LESSOR AND ALL ITS OFFICERS, BOARDS,

COMMISSIONS, EMPLOYEES, AND AGENTS (HEREINAFTER REFERRED TO AS "INDEMNITIES"), FROM AND AGAINST:

i. ANY AND ALL LIABILITY, OBLIGATIONS, DAMAGES, PENALTIES, CLAIMS, LIENS, COSTS, CHARGES, LOSSES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND CONSULTANTS), WHICH MAY BE IMPOSED UPON, INCURRED BY OR BE ASSERTED AGAINST THE INDEMNITIES BY REASON OF ANY ACT OR OMISSION OF LESSEE, ITS PERSONNEL, EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS, RESULTING IN PERSONAL INJURY, BODILY INJURY, SICKNESS, DISEASE OR DEATH TO ANY PERSON OR DAMAGE TO, LOSS OF OR DESTRUCTION OF TANGIBLE OR INTANGIBLE PROPERTY, LIBEL, SLANDER, INVASION OF PRIVACY OR UNAUTHORIZED USE OF ANY TRADEMARK, TRADE NAME, COPYRIGHT, PATENT, SERVICE MARK OR ANY OTHER RIGHT OF ANY PERSON, FIRM OR CORPORATION, WHICH MAY ARISE OUT OF OR BE IN ANY WAY CONNECTED WITH LESSEE'S CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, USE OR CONDITION OF THE PROPERTY OR LESSEE'S FACILITIES OR THE LESSEE'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATURE, ORDINANCE OR REGULATION.

ii. ANY AND ALL LIABILITIES, OBLIGATIONS, DAMAGES, PENALTIES, CLAIMS, LIENS, COSTS, CHARGES, LOSSES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS), WHICH ARE IMPOSED UPON, INCURRED BY OR ASSERTED AGAINST THE INDEMNITIES BY REASON OF ANY CLAIM OR LIEN ARISING OUT OF WORK, LABOR, MATERIALS OR SUPPLIES PROVIDED OR SUPPLIED TO LESSEE, ITS CONTRACTORS OR SUBCONTRACTORS, FOR THE INSTALLATION, CONSTRUCTION, OPERATION, MAINTENANCE OR USE OF THE PROPERTY OR LESSEE'S ANTENNA FACILITIES, AND, UPON THE WRITTEN REQUEST OF LESSOR, LESSEE SHALL CAUSE SUCH CLAIM OR LIEN COVERING LESSOR'S PROPERTY TO BE DISCHARGED OR BONDED WITHIN 30 DAYS FOLLOWING SUCH REQUEST.

b. IT IS THE INTENT OF THE PARTIES BY AGREEMENT TO THIS SECTION THAT IF A CLAIM IS MADE IN ANY FORUM AGAINST INDEMNITIES FOR ANY OF THE REASONS REFERRED TO IN THIS SECTION, AND UPON RESOLUTION OF THE CLAIM:

i. THERE IS NO FINDING BY A COURT OF COMPETENT JURISDICTION THAT INDEMNITIES WERE NEGLIGENT IN CONNECTION WITH ANY OF THE REASONS REFERRED TO IN THIS SECTION, LESSEE SHALL HOLD INDEMNITIES HARMLESS AND INDEMNIFY THEM FOR ANY DAMAGE, LOSS, EXPENSE, OR LIABILITY RESULTING FROM THE CLAIM, INCLUDING ALL ATTORNEY'S FEES, COSTS, AND PENALTIES INCURRED; OR

ii. THERE IS A FINDING BY A COURT OF COMPETENT JURISDICTION THAT LESSEE WAS NEGLIGENT TO A GREATER DEGREE THAN INDEMNITIES IN CONNECTION WITH ANY OF THE REASONS REFERRED TO IN THIS SECTION, LESSEE SHALL HOLD INDEMNITIES HARMLESS AND INDEMNIFY THEM FOR ANY DAMAGE, LOSS, EXPENSE, OR LIABILITY RESULTING FROM THE CLAIM, INCLUDING ALL ATTORNEY'S FEES, COSTS, AND PENALTIES.

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

d. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

e. LESSOR shall give LESSEE prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Agreement. Nothing herein shall be deemed to prevent LESSOR from cooperating with LESSEE and participating in the defense of any litigation by LESSOR's own counsel.

f. LESSEE shall pay all expenses incurred by LESSOR in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the reasonable value of any services rendered by the LESSOR's attorney, and the actual expenses of LESSOR's agents, employees or expert witnesses, and disbursements and liabilities assumed by LESSOR in connection with such suits, actions or proceedings but shall not include attorneys fees for services that are unnecessarily duplicative of services provided LESSOR by LESSEE.

g. The indemnifications in this section shall survive the termination of this Agreement.

h. Without limiting any of the other obligations or liabilities of the LESSEE, during the term of the Agreement, the LESSEE shall purchase and maintain the following minimum insurance coverage with the companies duly approved to do business in the State of Texas. LESSOR has the right to reasonably adjust these minimum insurance coverage amounts during any renewal of this Agreement by notifying LESSEE in writing. The adjusted coverage requirements shall become effective sixty (60) days after notification by LESSOR. Coverage shall be of the following types and not less than the specified amounts:

i. Worker's compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the LESSOR; employer's liability insurance of not less than the minimum statutory amounts.

ii. Commercial general liability insurance, including premises operations; LESSEE's independent contractor's liability, completed operations and contractual liability covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement, fully insuring LESSEE's (or SubLESSEE's) liability for injury to or death of LESSOR's employees and third parties, extended to include personal injury liability coverage with damage to property of third parties, broad form property damage, with minimum limits as set forth below:

General Aggregate	\$2,000,000
Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence

Or

\$2,000,000 combined single limit coverage for bodily injury and property damage.

Products-Components/Operations Aggregate	\$1,000,000	
Personal & Advertising Injury	\$1,000,000	each occurrence
(With Employment Exclusion Deleted)		

Contractual Liability:

Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence

Or

\$2,000,000 combined single limit coverage for bodily injury and property damage.

The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and ECU (explosion, collapse and underground) hazards. The completed operations must be maintained for a minimum of one year after final completion of this Agreement, with evidence of same filed with LESSOR.

iii. Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence; or separate limits of \$500,000 for bodily injury (per person) and \$500,000 for property damage. Such insurance shall include

iv. Property Insurance (Builder's All Risk).

a. LESSEE shall purchase and maintain, at all times during the term, this Agreement property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the initial contract price, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the LESSOR has an insurable interest in the property required by this Paragraph to be covered, whichever is later. This insurance shall include interests of the LESSOR, the LESSEE, and SubLESSEES in the project.

b. Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for LESSEE's services and expenses required as a result of such insured loss.

c. If the insurance required by this Paragraph requires deductibles, the LESSEE shall pay costs not covered because of such deductibles.

d. This property insurance shall cover portions of the work stored off the site, and also portions, of the work in transit where commercially reasonable.

v. Policy Endorsements: Each insurance policy to be furnished by LESSEE shall include the following conditions by endorsement to the policy:

a. Name the LESSOR as an additional insured as to all applicable policies.

b. Each policy shall require that 30 days prior to cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to LESSOR by certified mail. If the policy is cancelled for nonpayment of premium, only 10 days written notice to LESSOR is required.

c. The term "LESSOR" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the LESSOR and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the LESSOR.

d. The policy phrase "other insurance" shall not apply to the LESSOR where the LESSOR is an additional insured on the policy.

vi. Special Conditions

a. Insurance furnished by the LESSEE shall be in accordance with the following requirements:

1. Any Policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by LESSEE

2. All policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas.

3. All Liability policies required herein shall be written with an "occurrence" basis coverage trigger.

b. LESSEE agrees to the following:

1. LESSEE hereby waives subrogation rights for loss of damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the LESSOR, it being the intention that the insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies.

2. Companies issuing the insurance policies and LESSEE shall have no recourse against the LESSOR for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the LESSEE.

3. Approval, disapproval or failure to act by the LESSOR regarding any insurance supplied by the LESSEE (or and SubLESSEES or contractors) shall not relieve the LESSEE of full responsibility or liability for damages and accidents as set forth in this Agreement. Neither shall be bankruptcy, insolvency or denial of liability by the insurance company exonerate the LESSEE from liability.

4. Any of such insurance policies required under this Paragraph may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby;

5. Prior to commencement of operations pursuant to this Agreement, the LESSEE shall furnish the LESSOR with satisfactory proof that he has provided adequate insurance coverage in amounts and by approved carriers as required by this Agreement.

6. LESSEE shall provide notice of any actual or potential claim or litigation that would affect required insurance coverage to the LESSOR in a timely manner.

7. LESSEE agrees to either require its SubLESSEES to maintain the same insurance coverage and limits as specified for the LESSEE. Likewise,

LESSOR shall provide notice of any actual or potential claim or litigation that would affect required insurance coverage to the LESSEE in a timely manner, and,

8. Prior to the effective date of cancellation, LESSEE shall deliver to the LESSOR, within ten (10) business days after expiration (without lapse in coverage), a replacement certificate of insurance or proof of reinstatement.

10. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 30, the LESSOR shall not be liable to the LESSEE, or any of its agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. All indemnification provisions contained herein or elsewhere within this Agreement shall be limited by applicable Law.

11. ANNUAL AND SPECIAL EVENT TERMINATION.

a. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that six (6) months prior notice is given to LESSOR.

b. In the event that LESSOR, through the Mayor or City Council vote, should declare a state of emergency relating to the Property subject to this Agreement, LESSOR may then terminate this Agreement without penalty and give thirty (30) days notice to LESSEE. After such notice, LESSEE shall terminate use of the Premises and remove all equipment from the Premises and reasonably return it to its original condition, casualty damage caused by LESSEE (for which LESSOR has been fully reimbursed from insurance proceeds) and reasonable wear and tear excepted.

c. LESSOR may, at any time after five years from the execution of this Agreement, terminate this Agreement upon one (1) year's prior notice to LESSEE.

12. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises. LESSEE agrees to notify LESSOR in advance of any intention to access the Premises by calling a dispatch number that is continually monitored and provided by LESSOR.

13. TOWER COMPLIANCE.

a. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 34 below). LESSOR shall also comply with all rules and

regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers.

b. 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.

c. 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.

14. INTERFERENCE.

a. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the effective date of this Agreement.

b. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing.

c. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE.

d. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

15. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, casualty damage caused by LESSEE (for which LESSOR has been fully reimbursed from insurance proceeds) and reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then

existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed. LESSEE shall not remove any equipment, conduits, fixtures or personal property if the removal of such will structurally damage or weaken the remaining structures until remedial steps have been taken by LESSEE to insure the structural integrity of the remaining structure(s).

16. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 15 herein. In the event LESSEE holds over in violation of Paragraph 15 and this Paragraph 16, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 15 shall be increased to one hundred and ten percent (110%) of the rent applicable during the month immediately preceding such expiration or earlier termination.

17. RIGHT OF FIRST REFUSAL. [INTENTIONALLY DELETED]

18. RIGHTS UPON SALE. [INTENTIONALLY DELETED]

19. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

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

21. INTEGRATION.

a. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties.

b. 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.

c. 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.

22. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of Texas. Any litigation concerning this Agreement shall be conducted in the State District Courts of Tarrant County, Texas, and the Parties hereby agree to the venue and personal jurisdiction of these courts.

23. ASSIGNMENT.

a. This Agreement may be sold, assigned or transferred by the LESSEE to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization, so long such assignment does not create a security concern for LESSOR or the potential assignee owes the LESSOR money or has failed to make repairs.

b. Upon any assignment or transfer LESSEE shall notify LESSOR in writing within sixty (60) days prior to such action. LESSOR upon actual notice shall have sixty (60) days to notify LESSEE of any objection to any assignment or transfer.

c. LESSOR agrees that it will work with LESSEE in good faith to resolve any security issues that may arise. If after thirty (30) days LESSEE and LESSOR are unable to resolve any security issues, or LESSEE has not satisfied LESSOR's other concerns, as described in subsection a. hereof, LESSOR may terminate this Agreement.

d. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

e. Any assignment, sale or transfer of this Agreement will not become effective unless the assignee or purchaser agrees in writing approved by the LESSOR to accept and be bound by the conditions and obligations imposed upon LESSEE under this Agreement. LESSEE may not otherwise assign this Agreement without LESSOR's consent.

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

LESSOR: City of Mansfield, Texas
1200 East Broad Street
Mansfield, Texas 76063
Attention: _____

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

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

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

26. SUBORDINATION AND NON-DISTURBANCE. [INTENTIONALLY DELETED]

27. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement in the form attached hereto as Exhibit "D", which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

28. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion, but not more than one hundred eighty (180) days unless LESSOR consents to an extension. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph.

29. REMEDIES. Upon a default and thirty (30) days notice to the defaulting Party with sufficient opportunity to cure any such 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 therefore, unless the existence of any such default is contested. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, each Party shall use reasonable efforts to mitigate its damages in connection with a default by the other Party.

30. ENVIRONMENTAL.

a. LESSEE represents, warrants, and covenants to LESSOR that LESSEE shall at no time during the term of this Agreement use or permit the Property to be used in violation of any Environmental Regulations. LESSEE will not exercise any control over environmental conditions or any activities, under this Agreement, at or near the Property that involve the generation, storage, treatment, or disposal of any hazardous substance, material, chemical or waste, except that LESSEE may use the following:

- i. a generator for back up power only;
- ii. batteries to provide a back up power supply for the generator; and
- iii. herbicides and pesticides used in the maintenance of the landscaping around the Tower.

LESSEE's use of the foregoing shall be in accordance with all federal, state and local laws. LESSEE agrees to submit statements to LESSOR every six months certifying that the use of each of the foregoing products is in compliance with all federal, state and local laws and that LESSEE has complied with any required submittals.

b. LESSEE agrees to defend, indemnify and hold LESSOR harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that LESSOR may suffer to the extent due to the existence or discovery of any Hazardous Substance on the LESSOR's Property or the migration of any Hazardous Substance to other properties or released into the environment arising from LESSEE's activities on the Property during the term of this Agreement.

c. LESSEE and LESSOR also agree that LESSEE's use of the Property will not involve the subsurface, except for the placement of a foundation for LESSEE's equipment and the necessary utility connections from the foundation to the Tower.

d. For the purposes of this Section, the term "Environmental Regulations"

shall mean any law, statute, regulation, order or rule now or hereafter promulgated by any Governmental Authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time, including without limitation the following: (i) the Clean Air Act (42 U.S.C. § 7401 et seq.); (ii) Marine Protection, Research and Sanctuaries Act (33 U.S.C. § 1401-1445); (iii) the Clean Water Act (33 U.S.C. § 1251 et seq.); (iv) Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. § 6901 et seq.); (v) Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601 et seq.); (vi) Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); (vii) the Federal Insecticide, Fungicide and Rodenticide Act as amended (7 U.S.C. § 135 et seq.); (viii) the Safe Drinking Water Act (42 U.S.C. § 300 (f) et seq.); (ix) Occupational Health and Safety Act (29 U.S.C. § 651 et seq.); (x) the Hazardous Liquid Pipeline Safety Act (49 U.S.C. § 2001 et seq.); (xi) the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.); (xii) the Noise Control Act of 1972 (42 U.S.C. § 4901 et seq.); (xiii) Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001-11050); and (xiv) the National Environmental Policy Act (42 U.S.C. §§ 4321-4347).

e. NOTWITHSTANDING THE PROVISIONS OF SECTION 14, IT IS THE INTENT OF THE PARTIES THAT IF A CLAIM IS MADE IN ANY FORUM AGAINST INDEMNITEES CONCERNING THE GENERATION, RELEASE, DISPOSAL, STORAGE, OR TRANSPORTATION OF A HAZARDOUS SUBSTANCE OR MATERIAL, AS THOSE TERMS ARE DEFINED IN "ENVIRONMENTAL REGULATIONS", ON THE PROPERTY BY LESSEE, ITS AGENTS, EMPLOYEES, OR CONTRACTORS, AND UPON RESOLUTION OF THE CLAIM:

1. THERE IS NO FINDING BY A COURT OF COMPETENT JURISDICTION THAT INDEMNITEES WERE RESPONSIBLE FOR THE GENERATION, RELEASE, DISPOSAL, STORAGE OR TRANSPORTATION OF THE HAZARDOUS SUBSTANCE, LESSEE SHALL HOLD INDEMNITEES HARMLESS AND INDEMNIFY THEM FOR ANY DAMAGE, LOSS, EXPENSE, OR LIABILITY RESULTING FROM THE CLAIM, INCLUDING ALL ATTORNEY'S FEES, COSTS, AND PENALTIES INCURRED OR

2. THERE IS A FINDING BY A COURT OF COMPETENT JURISDICTION THAT LESSEE HAD A GREATER DEGREE OF RESPONSIBILITY FOR THE GENERATION, RELEASE, DISPOSAL, STORAGE, OR TRANSPORTATION OF THE HAZARDOUS SUBSTANCE, LESSEE SHALL HOLD INDEMNITEES HARMLESS AND INDEMNIFY THEM FOR ANY DAMAGE, LOSS, EXPENSE, OR LIABILITY RESULTING FROM THE CLAIM, INCLUDING ALL ATTORNEY'S FEES, COSTS, AND PENALTIES INCURRED.

3. THERE IS A FINDING BY A COURT OF COMPETENT JURISDICTION THAT LESSOR HAD A GREATER DEGREE OF RESPONSIBILITY FOR THE GENERATION, RELEASE, DISPOSAL, STORAGE, OR TRANSPORTATION OF THE

HAZARDOUS SUBSTANCE, LESSOR SHALL HOLD INDEMNITEES HARMLESS AND INDEMNIFY LESSEE FOR ANY DAMAGE, LOSS, EXPENSE, OR LIABILITY RESULTING FROM THE CLAIM, INCLUDING ALL ATTORNEY'S FEES, COSTS, AND PENALTIES INCURRED.

f. This Section shall survive the expiration or termination of this Agreement.

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

32. CONDEMNATION.

a. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession.

b. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest).

c. 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.

d. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises

remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises.

e. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority, except this provision shall not apply to any condemnation due to Fire or Casualty which is the direct result of LESSEE's activities.

33. 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.

34. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

35. 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.

36. 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.

37. PRIMARY PROPERTY PURPOSE. LESSEE acknowledges and agrees that the primary purpose for which the Property is used and intended for is to provide a critical public utility and that should LESSEE's use of the Property prevent, inhibit, or interfere with LESSOR's use for this purpose LESSOR may terminate this Agreement without penalty by giving thirty (30) days notice of termination.

38. LESSEE'S INSPECTION OF PROPERTY. LESSEE covenants and agrees that it has inspected the Property and that it does not rely on any representation of LESSOR as to the condition of the Property or its suitability for the purposes and uses herein contemplated. LESSEE accepts the property in its present condition and finds it suitable for the purpose intended. LESSOR hereby grants LESSEE the right to obtain a title report, soil tests, and other engineering procedures or environmental investigations on, under and over the Property

necessary to determine that the Property is suitable for LESSEE's intended use as herein defined. LESSEE may terminate this Agreement before construction commences without penalty if, in its sole discretion, it determines that any of said investigation determines that the Property is unsuitable for the contemplated use.

39. NO BROKER REPRESENTATION. Each Party represents that it has not been represented by a broker in the approval process of this Agreement.

40. LIENS AND TAXES.

a. LESSEE shall keep the Property free from any liens arising out of or any work performed, materials furnished, or obligations incurred by or for LESSEE. LESSEE shall, within twenty (20) days following receipt of written notice of the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond. No work which LESSOR permits LESSEE to perform on the Property shall be deemed to be for the use and benefit of LESSOR so that no mechanics or other lien shall be allowed against the estate of LESSOR by reason of its consent to such work. LESSOR shall have the right to post notices that it is not responsible for payment for any such work.

b. LESSEE shall be liable for and shall pay to the applicable taxing authority if billed directly to LESSEE, or to LESSOR if billed to LESSOR, upon thirty (30) days prior, written notice from LESSOR, any and all taxes and assessments levied against any personal property or trade or other fixtures placed by LESSEE in or about the Property.

c. LESSEE shall pay as additional rent any increases in real property taxes levied against the Property, including the Tower, as a result of improvements constructed by LESSEE on the Property.

[SIGNATURE PAGE TO FOLLOW]

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

LESSOR:

City of Mansfield, Texas

By: _____

Name: _____

Title: _____

Date: _____

LESSEE:

Dallas MTA, L.P. d/b/a Verizon Wireless,
by Verizon Wireless Texas, LLC, its general partner

By: _____

Aparna Khurjekar
Area Vice President Network

Date: _____

Exhibit "A"

Exhibit "B"

LESSEE is authorized to install and maintain the following equipment:

ANTENNA INFORMATION

ANTENNAS: (9) panel antennae @ 64'
Orientation: 10°, 130°, 250°

Diameter of transmission line: Not to exceed 1-5/8"

Exhibit "C"

See attached Survey.

Exhibit "D"

MEMORANDUM OF WATER TOWER LEASE AGREEMENT

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

STATE OF TEXAS

COUNTY OF TARRANT

MEMORANDUM OF WATER TOWER LEASE AGREEMENT

This Memorandum of Water Tower Lease Agreement is made this ____ day of _____, 20____, between the City of Mansfield, Texas, with a mailing address of 1200 East Broad Street, Mansfield, Texas 76063, hereinafter referred to as "LESSOR", and Dallas MTA, L.P. d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, and with notices to be sent to Dallas MTA, L.P. d/b/a Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey 07921, Attention: Network Real Estate, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LESSOR and LESSEE entered into a Water Tower Lease Agreement (the "Agreement") on _____, 20____ for an initial term of five (5) years, commencing on the Commencement Date and for renewal terms as provided by the Agreement.
2. LESSOR hereby leases to LESSEE a portion of that certain space (the "Tower Space") on the LESSOR's Tower, located at 1220 East Debbie Lane, Mansfield, Tarrant County, Texas 76063, being more particularly described in that certain instrument recorded in volume 6956, Page 1818, Real Property Records of Tarrant County, Texas, (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a 20' by 35' parcel containing 700 square feet (the "Land Space") for the installation of LESSEE's equipment building and other equipment, together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over or along a twenty (20) foot wide right-of-way extending from the nearest public right-of-way, Debbie Lane, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights-of-way from the Land Space, and together with any further right-of-way (the "Further Right of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits and pipes. The Tower Space, Land Space, Rights of Way and Further Right of Way are hereinafter collectively referred to as the "Premises". The Premises are described in Exhibit "A" attached hereto and made a part hereof, and as shown on the survey attached hereto and incorporated herein as Exhibit "B".
3. The Agreement, of which this is a Memorandum, shall commence on December 1, 2013 (the "Commencement Date").
4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

LESSOR:

City of Mansfield, Texas

NOT FOR EXECUTION

By: _____

Name: _____

Title: _____

Date: _____

LESSEE:

Dallas MTA, L.P. d/b/a Verizon Wireless,
by Verizon Wireless Texas, LLC, its general partner

NOT FOR EXECUTION

By: _____

Aparna Khurjekar
Area Vice President Network

Date: _____

NOTARY ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ (name), _____ (title) of the City of Mansfield, Texas, on behalf of said city. **He/She** is personally known to me or has produced a driver's license as identification.

(AFFIX NOTARIAL SEAL)

NOT FOR EXECUTION

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC — STATE OF TEXAS

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Aparna Khurjekar, Area Vice President Network, of Verizon Wireless Texas, LLC, general partner of Dallas MTA, L.P. d/b/a Verizon Wireless, on behalf of said partnership. She is personally known to me.

(AFFIX NOTARIAL SEAL)

NOT FOR EXECUTION

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC — STATE OF NORTH CAROLINA

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

Exhibit "A"

Exhibit "B"

See attached Survey.

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

STATE OF TEXAS

COUNTY OF TARRANT

MEMORANDUM OF WATER TOWER LEASE AGREEMENT

This Memorandum of Water Tower Lease Agreement is made this ____ day of _____, 20____, between the City of Mansfield, Texas, with a mailing address of 1200 East Broad Street, Mansfield, Texas 76063, hereinafter referred to as "LESSOR", and Dallas MTA, L.P. d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, and with notices to be sent to Dallas MTA, L.P. d/b/a Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey 07921, Attention: Network Real Estate, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LESSOR and LESSEE entered into a Water Tower Lease Agreement (the "Agreement") on _____, 20____ for an initial term of five (5) years, commencing on the Commencement Date and for renewal terms as provided by the Agreement.
2. LESSOR hereby leases to LESSEE a portion of that certain space (the "Tower Space") on the LESSOR's Tower, located at 1220 East Debbie Lane, Mansfield, Tarrant County, Texas 76063, being more particularly described in that certain instrument recorded in Volume 6956, Page 1818, Real Property Records of Tarrant County, Texas, (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a 20' by 35' parcel containing 700 square feet (the "Land Space") for the installation of LESSEE's equipment building and other equipment, together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over or along a twenty (20) foot wide right-of-way extending from the nearest public right-of-way, Debbie Lane, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights-of-way from the Land Space, and together with any further right-of-way (the "Further Right of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits and pipes. The Tower Space, Land Space, Rights of Way and Further Right of Way are hereinafter collectively referred to as the "Premises". The Premises are described in Exhibit "A" attached hereto and made a part hereof, and as shown on the survey attached hereto and incorporated herein as Exhibit "B".
3. The Agreement, of which this is a Memorandum, shall commence on December 1, 2013 (the "Commencement Date").
4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

LESSOR:

City of Mansfield, Texas

By: _____

Name: _____

Title: _____

Date: _____

LESSEE:

Dallas MTA, L.P. d/b/a Verizon Wireless,
by Verizon Wireless Texas, LLC, its general partner

By: _____

Aparna Khurjekar
Area Vice President Network

Date: _____

NOTARY ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,
by _____ (name), _____ (title) of the City
of Mansfield, Texas, on behalf of said city. **He/She** is personally known to me or has produced a driver's
license as identification.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC — STATE OF TEXAS

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,
by Aparna Khurjekar, Area Vice President Network, of Verizon Wireless Texas, LLC, general partner of
Dallas MTA, L.P. d/b/a Verizon Wireless, on behalf of said partnership. She is personally known to me.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC — STATE OF NORTH CAROLINA

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

Exhibit "A"

Exhibit "B"

See attached Survey.