

REPLACEMENT WATER TOWER LICENSE AGREEMENT

This Replacement Water Tower License Agreement (the "**Agreement**") is entered into as of the latter of the signature dates hereof (the "**Effective Date**"), by and between the **City of Pflugerville**, with its principal offices located at 100 East Main Street, Pflugerville, Texas 78660, hereinafter designated **LICENSOR**, and **Cellco Partnership 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 **LICENSEE**. The LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**".

RECITALS:

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

1. **PREMISES**. LICENSOR hereby grants a license to LICENSEE of a portion of the space on LICENSOR's water tower at specific mounting heights as identified on the attached Exhibit B (the "**Tower Space**"), such water tower being hereinafter referred to as the "**Tower**", located at 2403 Village View Loop, Pflugerville, Travis County, Texas, as shown on the Tax Map of the City of Pflugerville as Tax Parcel No. 549674, and being further described in Document No. 2003-040590 as recorded in the Office of the County Clerk of Travis County, Texas (the entirety of LICENSOR's property is referred to hereinafter as the "**Property**"), together with a parcel of land being described as a 20' by 35' parcel (the "**Land Space**") which includes LICENSEE's equipment building; together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, along a 30' wide right of way (the "**Access Right of Way**") for ingress and egress extending from the nearest public right-of-way, being a 20' wide access easement dedicated to the public connecting to the public right of way of Village View Loop, together with the non-exclusive right for the installation and maintenance of utility wires, fiber, poles, cables, conduits, and pipes over, under, or along a 10' wide right-of-way extending from the public right-of-way of Village View Loop (the "**Utility Right of Way**"); and together with any further rights of way (the "**Further Rights of Way**") over and through the Property, to and between the Land Space and the Tower Space, for the installation and maintenance of utility wires, fiber, poles, cables, fiber, conduits, and pipes. The Tower Space, Land Space, Access Right of Way, Utility Right of Way, and Further Rights of Way, if any, are substantially described in **Exhibit A**, attached hereto and made a part hereof, and are collectively referred to hereinafter as the "**Premises**".

If any public utility or fiber provider is unable to use the Right of Way or Further Rights of Way, the LICENSOR hereby agrees to grant an additional right-of-way(s) either to the LICENSEE or to the public utility or fiber provider at no cost to the LICENSEE, at a location that is reasonably agreeable to both Parties.

LICENSOR hereby grants permission to LICENSEE to install, maintain and operate the communications equipment, antennas, and appurtenances described in **Exhibit B** attached hereto.

LICENSEE may at any time during the Term of this Agreement submit an application to LICENSOR to replace and/or add to the equipment described in Exhibit B, which application shall include all frequencies and equipment proposed by LICENSEE, including the weight and dimensions of all equipment, and specification sheets provided by the equipment manufacturer. With the submission of LICENSEE's application and materials, LICENSEE shall submit a payment of five thousand dollars (\$5,000.00) to LICENSOR as an application fee. LICENSOR will complete such review and issue approval or propose revisions that may be reasonably required within forty-five (45) days of LICENSOR's receipt of such application. In the event reasonable revisions are required by LICENSOR, the Parties acknowledge that an additional application fee will not be required when LICENSEE submits revised documentation pursuant to such request. In the event LICENSOR fails to respond within such forty-five (45) day period, LICENSEE's proposed modifications are deemed approved, and LICENSEE will be permitted to proceed with such proposed modifications. Notwithstanding the foregoing, LICENSEE shall be permitted to replace, modify, or add equipment within LICENSEE's Land Space at any time without any additional approval of LICENSOR.

2. SURVEY. LICENSOR also hereby grants to LICENSEE the right to survey the Property and Premises at LICENSEE's sole cost and expense. Once LICENSEE has performed a survey at any time during the Term of this Agreement, it may be attached to this Agreement as Exhibit C, only after submitting the survey to LICENSOR for LICENSOR's review and receiving LICENSOR's written approval of the survey. Exhibit C shall control in the event of boundary and access discrepancies between it and Exhibit A.

3. TERM; MONTHLY LICENSE FEE; ELECTRICAL.

a. This Agreement shall be effective as of the Effective Date, provided, however, the initial term shall be for ten (10) years (the "Initial Term") and shall commence on the first day of the month following full execution of this Agreement (the "Commencement Date") at which time license fee payments shall commence and be due at a total annual license fee of Thirty Seven Thousand Two Hundred Dollars (\$37,200.00) to be paid in equal monthly installments on the first day of the month, in advance, to LICENSOR or to such other person, firm or place as LICENSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 21 below. LICENSOR and LICENSEE acknowledge and agree that initial license fee payment(s) may not actually be sent by LICENSEE until sixty (60) days after the Commencement Date.

Upon agreement of the Parties, LICENSEE may pay the license fee by electronic funds transfer and in such event, LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.

b. LICENSOR hereby agrees to provide to LICENSEE certain documentation evidencing LICENSOR's right to receive payments under, this Agreement, including without limitation a complete and fully executed Internal Revenue Service Form W-9, or equivalent, for any party to whom rental payments are to be made pursuant to this Agreement (collectively, the "**Fee Documentation**"). The Fee Documentation shall be provided to

LICENSEE in accordance with the provisions of, and at the address given in, Paragraph 21. Delivery of Fee Documentation to LICENSEE is a prerequisite for the payment of any rent by LICENSEE, and notwithstanding anything to the contrary herein, LICENSEE may hold any rental payments until Fee Documentation has been supplied to LICENSEE as provided herein.

Within thirty (30) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LICENSOR must provide to LICENSEE Fee Documentation in the manner set forth in the preceding paragraph, in addition to other documentation to verify such other party's right to receive rental as is reasonably requested by LICENSEE. Delivery of Fee Documentation and such additional requested documentation to LICENSEE by any assignee(s), transferee(s) or other successor(s) in interest of LICENSOR is a prerequisite for the payment of any rent by LICENSEE to such party, and notwithstanding anything to the contrary herein, LICENSEE may hold any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LICENSOR until Fee Documentation has been supplied to LICENSEE as provided herein.

c. As additional consideration for this Agreement, LICENSEE shall pay to LICENSOR a one-time, non-refundable, lump-sum signing bonus of Ten Thousand and No/100ths Dollars (\$10,000.00), which shall be considered as "additional rent." Such amount shall be paid within ninety (90) days from the date of full execution of this Agreement by the Parties.

d. LICENSEE at LICENSEE's sole cost and expense shall obtain electrical service and telephone/fiber service on its own accounts with any utility companies to serve the Premises. LICENSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LICENSEE's installation. LICENSOR shall permit LICENSEE to access electrical, fiber, and other utility demarcation points on the Property and in the public right of way as reasonably required for LICENSEE to connect to and use such services. LICENSEE shall be permitted to install, maintain, and operate a temporary power source, and all related equipment and appurtenances within the Premises.

4. EXTENSIONS. This Agreement shall be automatically extended for four (4) additional five (5) year terms unless LICENSEE terminates it at the end of the then current term by giving LICENSOR written notice of the intent to terminate at least six (6) 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. EXTENSION RENTALS. On the first (1st) annual anniversary of the Commencement Date, and on each annual anniversary of the Commencement Date thereafter, the annual rental shall increase by three percent (3%) over the annual rental in effect for the immediately preceding twelve (12) month period.

6. TAXES. LICENSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which is the result of LICENSEE's use of the Premises and/or the installation, maintenance, and operation of the LICENSEE's improvements, and any sales tax imposed on the rent (except to the extent that

LICENSEE, is or may become, exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which arises from the LICENSEE's improvements and/or LICENSEE's use of the Premises within sixty (60) days of a receipt of an invoice from LICENSOR. LICENSOR and LICENSEE shall each be responsible for the payment of any taxes, levies, assessments, and other charges imposed, including franchise and similar taxes imposed upon the business conducted by LICENSOR or LICENSEE at the Property. Notwithstanding the foregoing, LICENSEE shall not have the obligation to pay any tax, assessment, or charge that LICENSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed, provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LICENSEE liable for any portion of LICENSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LICENSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property, and shall do so prior to the imposition of any lien on the Property.

LICENSEE 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 LICENSEE is wholly or partly responsible for payment. LICENSOR shall reasonably cooperate with LICENSEE, at LICENSEE's sole cost and 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. If there is a reduction, credit or repayment received by the LICENSOR for any taxes previously paid by LICENSEE as a result of any appeal or challenge by LICENSEE, LICENSOR agrees to promptly reimburse to LICENSEE the amount of that reduction, credit, or repayment. If LICENSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this Paragraph, LICENSOR will pursue that dispute, at LICENSEE's sole cost and expense, upon written request of LICENSEE.

7. USE; LABELING; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing, and operating a communications facility and uses incidental thereto, in accordance with the terms of this Agreement, and for no other uses without LICENSOR's consent. All improvements, equipment, antennas, fiber, and conduits shall be installed in accordance with Exhibit B or otherwise in accordance with the terms of this Agreement. LICENSEE shall identify all LICENSEE equipment, including but not limited to, equipment cabinets and coaxial cable (at the top and bottom of the Tower) by labels with LICENSEE's name, contact phone number, and date of installation. In the event that LICENSEE fails to comply with this provision and fails to cure such material deficiency within thirty (30) days of LICENSOR's written notice of such failure, LICENSOR may, but is not obligated to, in addition to any other rights it may have hereunder, label the approved equipment and assess against LICENSEE a fee of \$1,500.00 ("Labeling Fee") which shall be payable to LICENSOR upon receipt of an invoice therefor. LICENSOR shall not be responsible to LICENSEE for any expenses or damages incurred by LICENSEE arising from the interruption of LICENSEE's service caused by LICENSOR if LICENSOR is reasonably unable to identify the approved equipment as belonging to LICENSEE as a result of LICENSEE's material failure to label such approved equipment. LICENSEE's use of the Tower and Premises shall not interfere with LICENSOR's use of and access to the Tower and Property

at all times during this Agreement. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon LICENSEE obtaining, at LICENSEE's sole cost and expense, 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, structural analysis, at LICENSEE's sole cost and expense, which will permit LICENSEE use of the Premises as set forth above. LICENSOR shall reasonably cooperate with LICENSEE, at LICENSEE's sole cost and expense, in LICENSEE's effort to obtain the Governmental Approvals, and shall take no action which would adversely affect the status of the Property with respect to LICENSEE's proposed use thereof. LICENSEE shall have the right to terminate this Agreement if: (i) any of the applications for the Governmental Approvals is finally rejected; (ii) any Governmental Approval issued to LICENSEE, through no fault of LICENSEE, is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; or (iii) prior to the installation of modified equipment proposed by LICENSEE, LICENSEE determines that the structural analysis is unsatisfactory. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of the notice by LICENSEE, or upon such later date as designated by LICENSEE. Only after the Initial Term may LICENSEE have the right to terminate this Agreement upon twelve (12) months prior written notice and with the payment of a termination fee to LICENSOR equal to twenty four (24) months' of the then current license fee if: (i) LICENSEE determines that the Premises is no longer technically compatible for its use, or (ii) LICENSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary. All license fees paid to said termination date shall be retained by LICENSOR. Upon such termination and the completion of LICENSEE fulfilling their removal obligations in this Agreement, 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 LICENSEE shall have no further obligations for the payment of rent to LICENSOR. Notwithstanding that this Agreement concerns a grant of a license, the Parties expressly agree and acknowledge that this Agreement may only be terminated in accordance with the terms expressly set forth herein.

8. INDEMNIFICATION. Subject to Paragraph 9 below, LICENSEE shall indemnify, defend, and hold LICENSOR harmless, to the extent permitted by law, against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of LICENSEE, its employees, contractors or agents, except to the extent such claims or damages may be caused by the negligence or willful misconduct of LICENSOR, or its employees, contractors or agents.

9. INSURANCE.

a. Notwithstanding the indemnity in Paragraph 8, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through

either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

- b. LICENSEE will maintain at its own cost;
 - i. Commercial General Liability insurance with limits of \$1,000,000.00 per occurrence for bodily injury (including death) and for damage or destruction to property
 - ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a combined single limit of \$1,000,000.00 each accident for bodily injury and property damage
 - iii. Workers Compensation insurance providing the statutory benefits and Employers Liability with a limit of \$1,000,000 each accident/disease/policy limit.

LICENSEE will include the LICENSOR as an additional insured on the Commercial General Liability and Auto Liability policies, as LICENSOR's interests may appear under this Agreement.

10. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 8 and 27, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special, or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

11. ACCESS TO TOWER. LICENSOR agrees the LICENSEE shall have free access to the Tower, however LICENSEE shall call LICENSOR's 24/7 duty operator phone number at (512) 554-2204 at least thirty (30) minutes prior accessing the Property, for the purpose of installing and maintaining LICENSEE's equipment subject to the terms and conditions of this Agreement. In the event of an emergency, LICENSEE shall provide as much notice as is practicable under the circumstances. LICENSOR shall furnish LICENSEE with necessary means of access for the purpose of ingress and egress to the Premises and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LICENSEE or persons under their direct supervision will be permitted to enter said Premises.

12. TOWER COMPLIANCE; TEMPORARY RELOCATION. LICENSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 31 below). The LICENSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LICENSOR fails to make any required repairs, including maintenance, LICENSEE must provide LICENSOR written notice and only after thirty (30) days have passed without a response from LICENSOR to the written notice may LICENSEE

make the repairs on LICENSOR's behalf and LICENSOR shall pay LICENSEE's costs for the repairs on demand. If the LICENSOR does not make payment to the LICENSEE within thirty (30) days after such demand, LICENSEE may exercise all other rights available to LICENSEE under the law.

No materials may be used by LICENSEE or any of LICENSEE's agents, contractors, or sub-contractors, in the installation of any and all equipment, support structures, or communications lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances. In the event LICENSOR identifies any corrosion, rust, or deterioration of the Tower structure or its appurtenances as a result of LICENSEE's equipment, LICENSOR may provide written notice to LICENSEE and LICENSEE shall have forty-five (45) days to cure the damage, provided LICENSEE shall have such extended period as may be required beyond the forty-five (45) days if the nature of the cure is such that it reasonably requires more than forty-five (45) days, and LICENSEE commences the cure within the forty-five (45) day period, and LICENSEE thereafter continuously and diligently pursues the cure to completion in not less than a total time period of sixty (60) days. In the event LICENSEE fails to cure the damage within such time period, LICENSOR may in LICENSOR's sole discretion immediately terminate this Agreement upon written notice to LICENSEE.

Upon request by LICENSEE throughout the Term, LICENSOR shall supply to LICENSEE a copy of the most recent structural analysis reports that have done with respect to the Tower.

Upon request of LICENSOR, LICENSEE 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 LICENSOR performing maintenance, repairs, or similar work at the Property or on the Tower, provided:

- a. The Temporary Relocation is similar to LICENSEE's existing location in size and is fully compatible for LICENSEE's use, in LICENSEE's reasonable determination, however, LICENSEE acknowledges LICENSOR will be unable to provide a comparable antenna height during a Temporary Relocation event;
- b. LICENSEE pays all costs incurred by LICENSEE for relocating LICENSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LICENSEE's use, in LICENSEE's reasonable determination;
- c. LICENSOR gives LICENSEE at least ninety (90) days written notice prior to requiring LICENSEE to relocate;
- d. LICENSOR shall reasonably cooperate with LICENSEE to ensure LICENSEE's use of the Premises is not interrupted during the relocation, and LICENSEE is allowed, if necessary, in LICENSEE's reasonable determination, to place a temporary installation on the Property during any such relocation;
- e. Upon the completion of any maintenance, repair, or similar work by LICENSOR,

LICENSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LICENSEE; and

- f. LICENSOR's Temporary Relocation rights shall be limited to one (1) time per five-year period. To the extent more than one (1) Temporary Relocation is required during a five (5) year period, LICENSOR agrees and acknowledges that LICENSOR will be responsible for all costs and expenses associated with relocating LICENSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LICENSEE's use, in LICENSEE's reasonable determination.

13. INTERFERENCE. LICENSOR represents and warrants that the following is a complete listing of the frequencies used by LICENSOR (but excluding any frequencies used by third parties on the Property) in connection with providing city services on the Property: 902-908 Mhz, 2401-2495 Mhz, 3550-3700 Mhz, 4910-4990 Mhz, 5180-5875 Mhz, 5850-5925 Mhz, 19540.000S(4) 17980.000S(4) Mhz, 19620.0000S(5) 18060.0000S(5) Mhz, 17980.0000S(4) 19540.0000S(4) Mhz, 19460.0000S(3) 17900.0000S(3) Mhz, 18060.0000S(5) 19620.0000S(5) Mhz, 17820.0000S(2) 19380.0000S(2) Mhz, 19460.0000S(3) 17900.0000S(3) Mhz ("**Licensor Frequencies**"). LICENSEE agrees not to interfere with such Licensor Frequencies on the Property, so long as LICENSOR operates and continues to operate LICENSOR's equipment within the Licensor Frequencies and in accordance with all applicable laws. LICENSEE will operate LICENSEE's equipment on the Premises within the specific frequencies assigned to LICENSEE by the Federal Communications Commission ("FCC") and in accordance with all applicable laws. Further, LICENSEE agrees to install equipment of the type and frequency which will not cause harmful interference, which is measurable in accordance with then existing FCC regulations, to the equipment of third parties that is existing on the Property prior in time to the equipment of LICENSEE. If any of LICENSEE's after-installed equipment causes such interference to then-existing third-party equipment, then, after LICENSOR has notified LICENSEE in writing of such interference, LICENSEE will take all commercially-reasonable steps necessary to correct and eliminate the interference within forty-eight (48) hours, including but not limited to, at LICENSEE's option, powering down the interfering equipment and later powering up the interfering equipment for intermittent testing. LICENSEE agrees to cooperate with the owner of the third-party equipment with which LICENSEE's equipment is interfering to resolve the interference issue in accordance with applicable FCC rules and regulations. LICENSOR and/or any other tenants of the Property (excluding LICENSOR's equipment when operating within the Licensor Frequencies) 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 FCC rules and regulations to the then-existing equipment of LICENSEE. 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.

14. REMOVAL AT END OF TERM; HOLDOVER. Upon expiration of the Term or within ninety (90) days after earlier termination of this Agreement, LICENSEE shall 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. LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures, and personal property of LICENSEE shall remain the personal property of LICENSEE, and LICENSEE 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 Licensee fails to remove all equipment at the expiration of the Term (or within the removal period noted above in the event of an earlier termination), such failure shall be deemed to extend the Term of this Agreement on a month-to-month basis under the same terms and conditions herein except that (i) a monthly license fee shall be due on or before the first day of every calendar month during such month-to-month term in the amount equal to one hundred fifty percent (150%) of the monthly license fee in effect for the last month of the Term prior to the commencement of such month-to-month term ("**Holdover Fee**"), and (ii) the month-to-month extension shall be terminable upon fifteen (15) days' prior written notice from either Licensor or Licensee to the other; provided, however, nothing contained herein shall grant Licensee the unilateral right to extend the Term of this Agreement after the expiration of the Term. Any property not so removed following thirty (30) days' notice to LICENSEE after LICENSEE's failure to remove upon expiration or within ninety (90) days of earlier termination as required herein shall, at LICENSOR's sole option, be deemed abandoned and may be removed and disposed of by LICENSOR in such manner as LICENSOR shall determine and at LICENSEE's reasonable expense, without any obligation on the part of LICENSOR to account to LICENSEE for any proceeds therefrom. LICENSEE shall reimburse LICENSOR for any actual and reasonable expense incurred in restoring the Premises should LICENSEE fail to restore the Premises as provided herein.

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

16. QUIET ENJOYMENT. LICENSOR covenants that LICENSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

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

18. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises, and understandings between LICENSOR and LICENSEE, and that no verbal or oral agreements, promises, or understandings shall be binding upon either LICENSOR or LICENSEE in any dispute, controversy or proceeding at law. 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. If any provision of the Agreement is found to be invalid or unenforceable, that 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 those rights, and that Party shall have the right to enforce its rights at any time, and take such action as may be lawful and authorized under this Agreement, in law or in equity.

19. 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.

20. ASSIGNMENT; SUBLEASING. LICENSEE may not, directly or indirectly, assign this Agreement as a whole, or any portion of LICENSEE's rights, title and interests hereunder without LICENSOR's prior written consent, which will not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, this Agreement may be sold, assigned or transferred by the LICENSEE without any approval or consent of the LICENSOR to the LICENSEE's principal, affiliates, subsidiaries of its principal, or to any entity which acquires all or substantially all of LICENSEE'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. Except as may otherwise be expressly provided by this Agreement, in no event may LICENSEE sublet, sublease, or permit any use of the Premises by any other party. Any permitted assignee shall expressly assume and become bound by all of LICENSEE's obligations under this Agreement.

21. NOTICES. All notices hereunder must be in writing and shall be 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 the courier guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, and addressed as follows (or to any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR: City of Pflugerville

100 East Main Street
Pflugerville, Texas 78660

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

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

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

23. SUBORDINATION AND NON-DISTURBANCE. Not later than forty-five (45) days following the execution of this Agreement, LICENSOR shall take commercially reasonable efforts, at LICENSEE's sole cost and expense, to obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors/licensors and master lessors/licensors, if any, of the Property. At LICENSOR's option, this Agreement shall be subordinate to any future master lease/license, ground lease/license, mortgage, deed of trust, or other security interest (collectively, a "**Mortgage**") entered into by LICENSOR, which from time to time may encumber all or part of the Property, Tower or rights-of-way; provided, however, as a condition precedent to LICENSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LICENSOR shall obtain a non-disturbance and attornment agreement for LICENSEE's benefit in a form reasonably satisfactory to LICENSEE, and containing the terms described below (the "**Non-Disturbance Agreement**"), and shall recognize LICENSEE's right to remain in occupancy of and have access to the Premises as long as LICENSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("**Lender's**") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "**Purchaser**") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will: (1) honor all of the terms of the Agreement, (2) fulfill LICENSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LICENSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LICENSEE will execute an agreement for Lender's benefit in which LICENSEE: (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property, and (3) agrees accept a cure by Lender of any of LICENSOR's defaults, provided such cure is completed within the deadline applicable to LICENSOR. If LICENSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LICENSEE, may, at its sole option and without obligation, cure or correct LICENSOR's default, and upon doing so, LICENSEE shall be subrogated to any and all rights,

titles, liens and equities of the holders of such mortgage or other real property interest, and LICENSEE shall be entitled to deduct and setoff the sums paid by LICENSEE to cure or correct such defaults against all rents that may otherwise become due under this Agreement.

24. RECORDING. LICENSOR agrees to execute a Memorandum of this Agreement which LICENSEE may record with the appropriate recording officer. The date set forth in the Memorandum of License is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

25. DEFAULT.

a. If there is a breach by LICENSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LICENSOR shall give LICENSEE written notice of the breach. After receipt of the written notice, LICENSEE shall have fifteen (15) days in which to cure any monetary breach, and forty-five (45) days in which to cure any non-monetary breach; provided LICENSEE shall have such extended period as may be required beyond the forty-five (45) days if the nature of the cure is such that it reasonably requires more than forty-five (45) days, and LICENSEE commences the cure within the forty-five (45) day period, and LICENSEE thereafter continuously and diligently pursues the cure to completion. LICENSOR may not maintain any action or effect any remedies for default against LICENSEE unless and until LICENSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. If there is a breach by LICENSOR with respect to any of the provisions of this Agreement or its obligations under it, LICENSEE shall give LICENSOR written notice of the breach. After receipt of the written notice, LICENSOR shall have forty-five (45) days in which to cure the breach; provided LICENSOR shall have such extended period as may be required beyond the forty-five (45) days if the nature of the cure is such that it reasonably requires more than forty-five (45) days, and LICENSOR commences the cure within the forty-five (45) day period, and LICENSOR thereafter continuously and diligently pursues the cure to completion. LICENSEE may not maintain any action or effect any remedies for default against LICENSOR unless and until LICENSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within thirty (30) days after receipt of written notice of such breach, to perform an obligation that prohibits LICENSEE from accessing the Premises or otherwise operating its equipment on the Premises.

26. 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 only after forty-five (45) days receipt of written notice from the other Party, 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 that the non-defaulting Party may have by reason of the 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, LICENSOR shall use reasonable efforts to mitigate its damages in connection with a default by LICENSEE. If LICENSEE so performs any of LICENSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LICENSEE shall immediately be owing by LICENSOR.

27. ENVIRONMENTAL.

a. LICENSOR shall be responsible for all obligations of compliance with applicable Federal, State and Local requirements governing environmental and industrial hygiene matters including, but not limited to, those set out in any applicable statute, regulation, order, legal decision or by common law, except to the extent that any failure to comply with a requirement is caused by the activities of LICENSEE. LICENSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of soils excavated at the Property during construction of Licensees facility.

b. LICENSOR shall hold LICENSEE harmless, defend and indemnify LICENSEE from and assume all duties, responsibility and liability, at LICENSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, attorney's fees or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which results or is alleged to have resulted from any (i) failure to comply with any legal requirement governing environmental or industrial hygiene matters except to the extent that any such non-compliance is caused by LICENSEE; and (ii) environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Premises or activities conducted thereon, except to the extent that such environmental conditions are caused by LICENSEE.

28. CASUALTY. In the event of damage by fire or other casualty to the Tower, or Premises, not caused by LICENSEE, that cannot reasonably be expected to be repaired within ninety (90) days following the casualty or, if the Property is damaged by fire or other casualty, not caused by LICENSEE, such that the damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, then LICENSEE may terminate this Agreement upon fifteen (15) days prior written notice to LICENSOR at any time following the fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises. 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. The Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement and LICENSEE shall fulfill their removal obligations as set forth in Section 14 of this Agreement. LICENSOR shall permit LICENSEE, in LICENSEE's reasonable determination, to place a temporary installation on the Property in a mutually acceptable location by LICENSOR and LICENSEE during any such period in which LICENSEE is unable to use the Premises following an event of casualty.

29. 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, LICENSEE, in LICENSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, LICENSEE may, at LICENSEE's option, to be exercised in writing within fifteen (15) days after LICENSEE receives notice of the condemnation from LICENSOR (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. 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. LICENSEE 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 Licensehold interest). If LICENSEE 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. If this Agreement is not terminated by reason of such condemnation, LICENSOR shall promptly repair any damage to the Premises caused by such condemning authority.

30. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to License the Premises, and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision in this Agreement 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 that 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.

31. APPLICABLE LAWS. During the Term, LICENSOR 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**"). LICENSEE shall, in respect to the condition of the Premises, and at LICENSEE's sole cost and expense, comply with (a) all Laws relating solely to LICENSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE in the Premises.

32. 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.

33. 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.

34. TERMINATED AGREEMENT. The Parties acknowledge that this Agreement replaces the Water Tower Lease Agreement dated June 22, 2005 [Contract Number 62613] between the LICENSOR and Dallas MTA, L.P., predecessor in interest to LICENSEE (the “**Terminated Agreement**”). The Parties acknowledge that notwithstanding the termination of the Terminated Agreement and the commencement of this Agreement, LESSSEE may continue to make, and LICENSOR may continue to receive, payments pursuant to the Terminated Agreement. In that event, any payments made pursuant to the Terminated Agreement after its termination shall be applied and credited against any rent or other payments due under this Agreement. Until the termination of the Terminated Agreement and the commencement of this Agreement, LICENSEE will continue pay all fees that LICENSEE is currently paying under the Terminated Agreement.

35. ESTOPPEL. Either party will, at any time upon thirty (30) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and; (ii) acknowledging that there are not, to such party’s actual knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises, (iii) confirming the Rent due under this Agreement and (iv) confirming whether Rent hereunder has been prepaid, and if so, the period of such prepayment.

36. SIGNATURE. In the event the Agreement is not fully executed and returned to the other party within thirty (30) days after the date the first party executes the Agreement, the Agreement shall be null and void and the parties shall have no further obligations to each other.

37. TIME OF THE ESSENCE. Where either Party is required by this Agreement to pay any sum of money or to do any act within an indicated period or by a particular date, it is understood that time is of the essence.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the day and year first above written.

LICENSOR:

City of Pflugerville

ATTEST:

By: _____

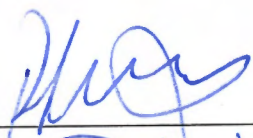
Printed Name: _____

Title: _____

Date: _____

LICENSEE:

Cellco Partnership d/b/a Verizon Wireless

By:  _____

Printed Name: Robert F. McGee

Title: Exec Dir - Ntwk Eng+ops

Date: 01-05-2021

Exhibit A

Description of the Premises

EXHIBIT A
(PAGE 1 OF 2)

20-4223B Black Hawk
Location No. 101456

DESCRIPTION LESSEE LEASE AREA ("BASE PARCEL"):

BEING 700 SQUARE FEET OUT OF THE JOHN DAVIS SURVEY NO. 13, IN TRAVIS COUNTY, TEXAS, SAID 700 SQUARE FEET OF LAND BEING A PORTION OF A CALLED 1.00 ACRE TRACT DESCRIBED IN A DEED TO CITY OF PFLUGERVILLE RECORDED IN DOC. NO. 2003040590 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

COMMENCING: at the southwest fence corner of an existing water tower site located in said 1.00 acre tract; from which the northwest fence corner of said cell tower site for a point of reference bears N 27°32'41" E, a distance of 90.93 feet;
THENCE, with the easterly fence line of the said cell tower site N 27°32'41" E, a distance of 5.00 feet to point;
THENCE, leaving the easterly fence line S 62°51'39" E, a distance of 5.00 feet to a 5/8" iron rod with plastic cap set for the POINT OF BEGINNING for the herein described 700.00 square foot tract;
THENCE, N 27°32'41" E, a distance of 35.00 feet to a 5/8" iron rod with plastic cap set for the northwest corner;
THENCE, S 62°51'39" E, a distance of 20.00 feet to a 5/8" iron rod with plastic cap set for the northeast corner;
THENCE, S 27°32'41" W, a distance of 35.00 feet to a 5/8" iron rod with plastic cap set for the southeast corner;
THENCE, N 62°51'39" W, a distance of 20.00 feet to the POINT OF BEGINNING and containing 700 square feet of land.

DESCRIPTION 30 FOOT WIDE "ACCESS EASEMENT":

BEING 2325 SQUARE FEET OUT OF THE JOHN DAVIS SURVEY NO. 13, IN TRAVIS COUNTY, TEXAS, SAID 2325 SQUARE FEET OF LAND BEING A PORTION OF A CALLED 1.00 ACRE TRACT DESCRIBED IN A DEED TO CITY OF PFLUGERVILLE RECORDED IN DOC. NO. 2003040590 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING: at a fence corner post found for the northwest corner of an existing water tower site, from which the northeast fence corner post bears S 62°31'50" E, a distance of 100.18 feet;
THENCE: N 77°53'51" E, a distance of 93.89 feet to a point;
THENCE: with a curve to the right having a radius of 313.90 feet, an arc length of 30.37 feet, a tangent of 15.20, and a delta of 5°32'38" to a point;
THENCE: S 77°53'51" W, a distance of 61.59 feet to a point;
THENCE: with the most northerly fence line of said water tower site N 62°31'50" W, a distance of 47.09 feet to the POINT OF BEGINNING and containing 2325 square feet of land.

EXHIBIT A
(PAGE 2 OF 2)

20-4223B Black Hawk
Location No. 101456

DESCRIPTION 10 FOOT WIDE "UTILITY EASEMENT":

BEING 452 SQUARE FEET OUT OF THE JOHN DAVIS SURVEY NO. 13, IN TRAVIS COUNTY, TEXAS, SAID 452 SQUARE FEET OF LAND BEING A PORTION OF A CALLED 1.00 ACRE TRACT DESCRIBED IN A DEED TO CITY OF PFLUGERVILLE RECORDED IN DOC. NO. 2003040590 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING: at a 5/8" iron rod with plastic cap set for the northwest corner of a called 700.00 square foot lease area (Base Parcel), from which a 5/8" iron rod with plastic cap set for the southwest corner bears S 27°32'41" W, a distance of 35.00 feet;
THENCE: N 27°32'41" E, a distance of 31.14 feet to a point;
THENCE: N 39°53'13" W, a distance of 5.38 feet to a point;
THENCE: N 27°32'41" E, a distance of 10.83 feet to a point;
THENCE: S 39°53'13" E, a distance of 16.21 feet to a point;
THENCE: S 27°32'41" W, a distance of 37.74 feet to a point;
THENCE: with the most northerly line of the called 700 square foot lease area (Base Parcel) N 62°51'39" W, a distance of 10.00 feet to the POINT OF BEGINNING and containing 452 square feet of land.

Exhibit B

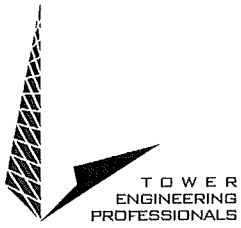
Description of Licensee's Communications Equipment, Antennas & Appurtenances

Licensee is authorized to install and maintain the following equipment:

Antennas: Six (6) Amphenol CWWX063X25G00 Antennas at a mount elevation of 116'

Other equipment: Three (3) TMAs
Three (3) B13 RRHx30
Three (3) B66a RRH 4x45
Three (3) B25 RRH 4x30
Three (3) Raycap RC3DC-3315-PF-48
Twelve (12) 1 5/8" coax lines
Three (3) 1 1/2" hybrid lines

SEE ATTACHED



TOWER MAPPING

Site Name BLACK HAWK WT

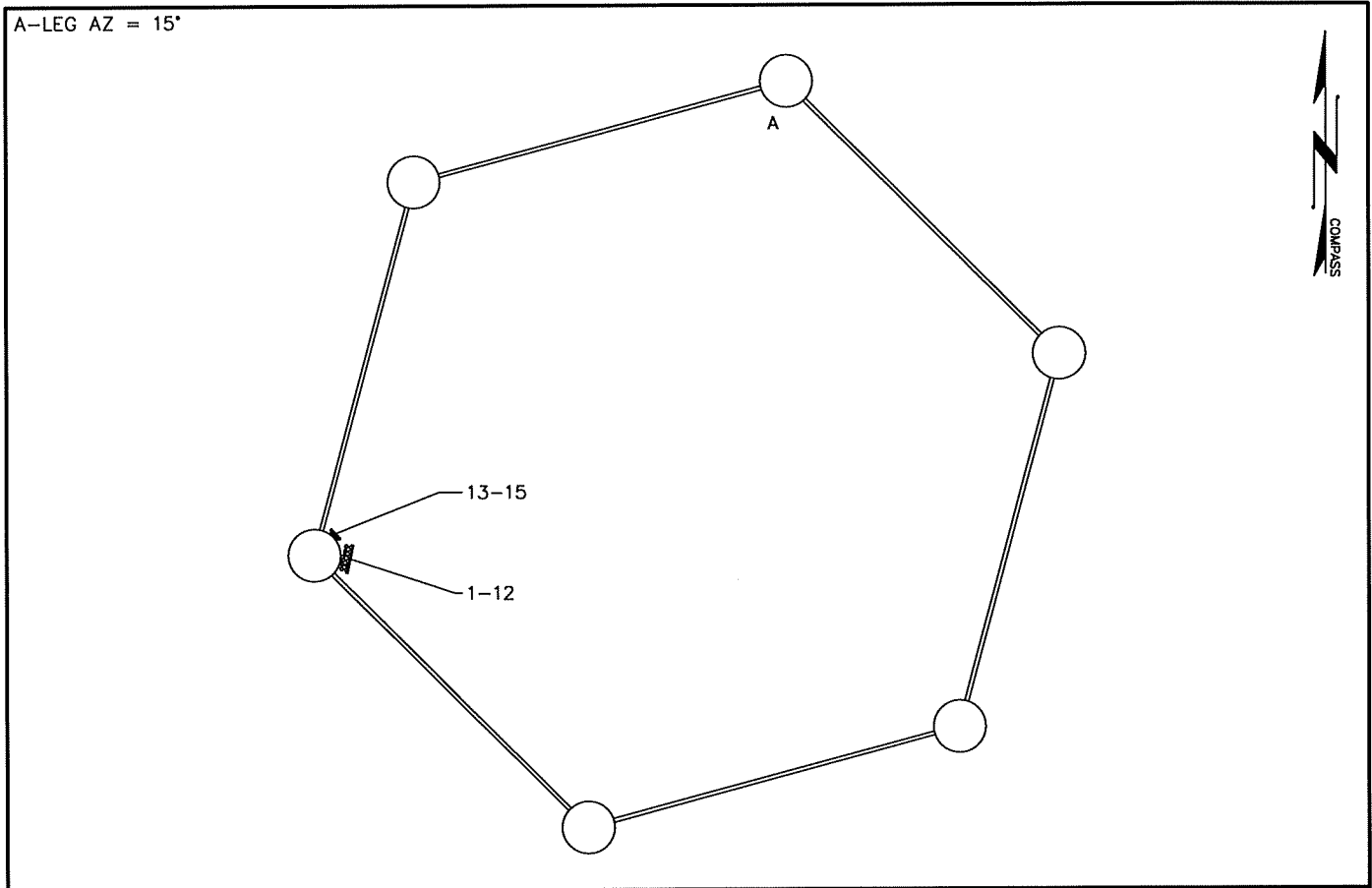
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Client # --

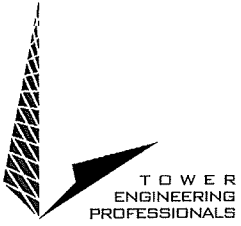
Date OCTOBER 30, 2020

Page 3 of 7

TRANSMISSION CABLES



Coax #	Size/Type	Start Height	End Height	Antenna	Carrier	Notes
1	1 $\frac{5}{8}$ FH	0'-0"	116'-0"	1	VERIZON	--
2	1 $\frac{5}{8}$ FH	0'-0"	116'-0"	2	VERIZON	--
3	1 $\frac{5}{8}$ FH	0'-0"	116'-0"	3	VERIZON	--
4	1 $\frac{5}{8}$ FH	0'-0"	116'-0"	4	VERIZON	--
5	1 $\frac{5}{8}$ FH	0'-0"	116'-0"	5	VERIZON	--
6	1 $\frac{5}{8}$ FH	0'-0"	116'-0"	6	VERIZON	--
7	1 $\frac{5}{8}$ FH	0'-0"	116'-0"	--	VERIZON	DISCONNECTED COAX
8	1 $\frac{5}{8}$ FH	0'-0"	116'-0"	--	VERIZON	DISCONNECTED COAX
9	1 $\frac{5}{8}$ FH	0'-0"	116'-0"	--	VERIZON	DISCONNECTED COAX
10	1 $\frac{5}{8}$ FH	0'-0"	116'-0"	--	VERIZON	DISCONNECTED COAX
11	1 $\frac{5}{8}$ FH	0'-0"	116'-0"	--	VERIZON	DISCONNECTED COAX
12	1 $\frac{5}{8}$ FH	0'-0"	116'-0"	--	VERIZON	DISCONNECTED COAX
13	1 $\frac{1}{2}$ "Ø HYBRID	0'-0"	116'-0"	1-2	VERIZON	TO SURGE PROTECTOR
14	1 $\frac{1}{2}$ "Ø HYBRID	0'-0"	116'-0"	3-4	VERIZON	TO SURGE PROTECTOR
15	1 $\frac{1}{2}$ "Ø HYBRID	0'-0"	116'-0"	5-6	VERIZON	TO SURGE PROTECTOR



Carrier VERIZON

TOWER MAPPING

Site Name BLACK HAWK WT

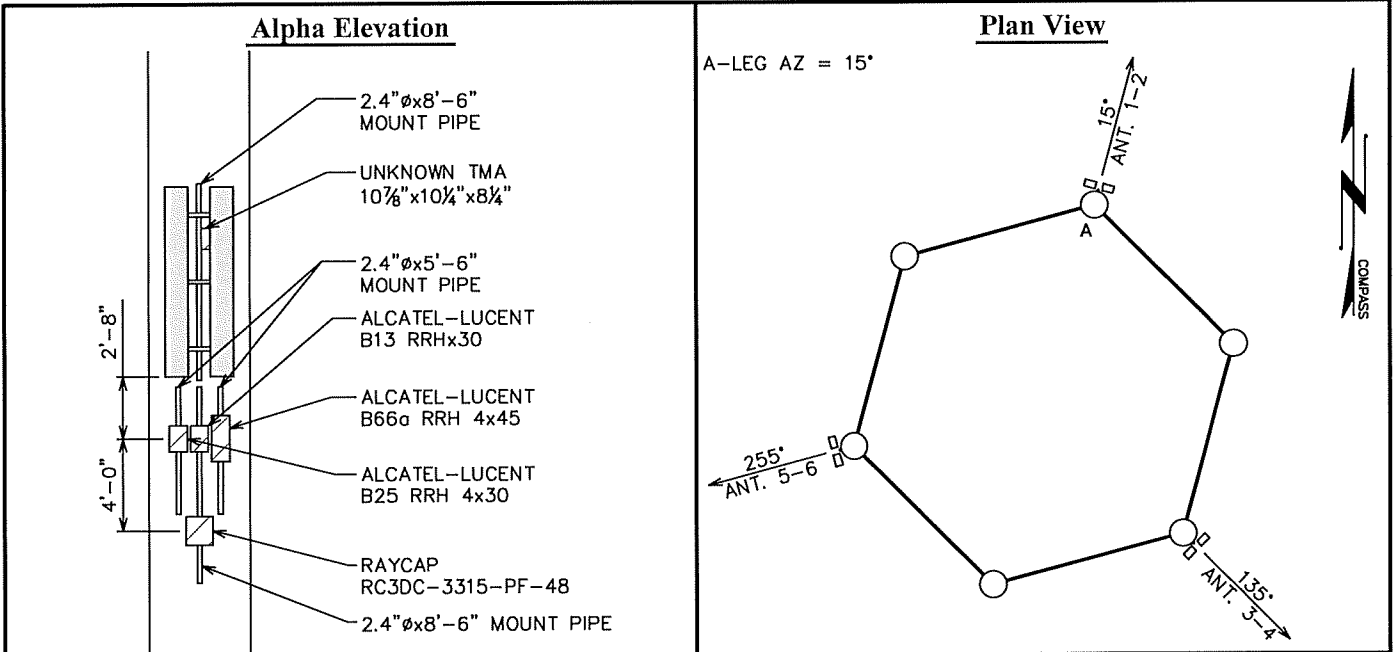
TEP # 256489-452587

Client # --

Date OCTOBER 30, 2020

Page 4 of 7

ANTENNA AND MOUNT SKETCH



Antenna #	Mount Elevation	Antenna Elevation	Mount Type	Leg	Azimuth
1-6	116'-0"	116'-0"	PIPE	--	15°, 135°, 255°
Antenna Manufacturer	Antenna Model #	Equipment (#) / Model #	Coax # / Size		
AMPHENOL	CWWXOG3X25G00	SEE ABOVE / BELOW	#1-6, 13-15 / VARIES		

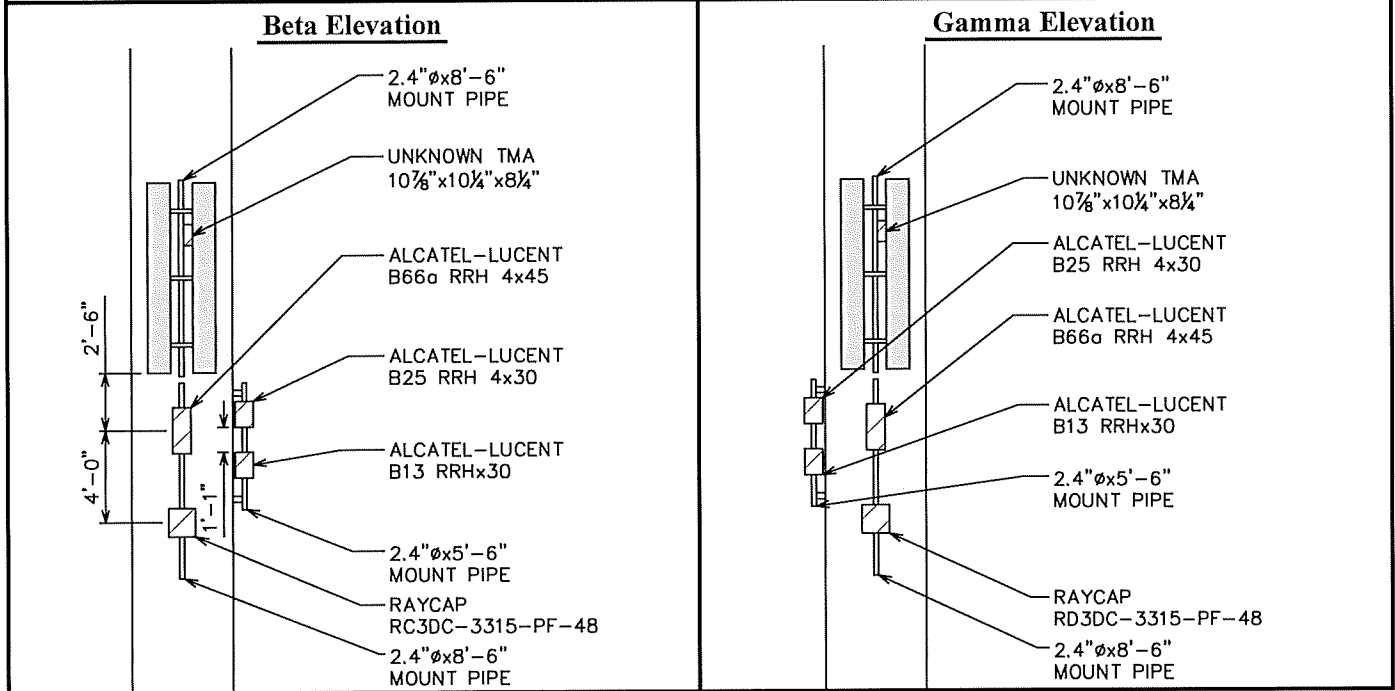


Exhibit C

Survey of the Premises in the Property

[See attached Survey]

REPLACEMENT WATER TOWER LICENSE AGREEMENT

This Replacement Water Tower License Agreement (the "**Agreement**") is entered into as of the latter of the signature dates hereof (the "**Effective Date**"), by and between the **City of Pflugerville**, with its principal offices located at 100 East Main Street, Pflugerville, Texas 78660, hereinafter designated **LICENSOR**, and **Cellco Partnership 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 **LICENSEE**. The LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**".

RECITALS:

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

1. **PREMISES.** LICENSOR hereby grants a license to LICENSEE of a portion of the space on LICENSOR's water tower at specific mounting heights as identified on the attached Exhibit B (the "**Tower Space**"), such water tower being hereinafter referred to as the "**Tower**", located at 2403 Village View Loop, Pflugerville, Travis County, Texas, as shown on the Tax Map of the City of Pflugerville as Tax Parcel No. 549674, and being further described in Document No. 2003-040590 as recorded in the Office of the County Clerk of Travis County, Texas (the entirety of LICENSOR's property is referred to hereinafter as the "**Property**"), together with a parcel of land being described as a 20' by 35' parcel (the "**Land Space**") which includes LICENSEE's equipment building; together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, along a 30' wide right of way (the "**Access Right of Way**") for ingress and egress extending from the nearest public right-of-way, being a 20' wide access easement dedicated to the public connecting to the public right of way of Village View Loop, together with the non-exclusive right for the installation and maintenance of utility wires, fiber, poles, cables, conduits, and pipes over, under, or along a 10' wide right-of-way extending from the public right-of-way of Village View Loop (the "**Utility Right of Way**"); and together with any further rights of way (the "**Further Rights of Way**") over and through the Property, to and between the Land Space and the Tower Space, for the installation and maintenance of utility wires, fiber, poles, cables, fiber, conduits, and pipes. The Tower Space, Land Space, Access Right of Way, Utility Right of Way, and Further Rights of Way, if any, are substantially described in **Exhibit A**, attached hereto and made a part hereof, and are collectively referred to hereinafter as the "**Premises**".

If any public utility or fiber provider is unable to use the Right of Way or Further Rights of Way, the LICENSOR hereby agrees to grant an additional right-of-way(s) either to the LICENSEE or to the public utility or fiber provider at no cost to the LICENSEE, at a location that is reasonably agreeable to both Parties.

LICENSOR hereby grants permission to LICENSEE to install, maintain and operate the communications equipment, antennas, and appurtenances described in **Exhibit B** attached hereto.

LICENSEE may at any time during the Term of this Agreement submit an application to LICENSOR to replace and/or add to the equipment described in Exhibit B, which application shall include all frequencies and equipment proposed by LICENSEE, including the weight and dimensions of all equipment, and specification sheets provided by the equipment manufacturer. With the submission of LICENSEE's application and materials, LICENSEE shall submit a payment of five thousand dollars (\$5,000.00) to LICENSOR as an application fee. LICENSOR will complete such review and issue approval or propose revisions that may be reasonably required within forty-five (45) days of LICENSOR's receipt of such application. In the event reasonable revisions are required by LICENSOR, the Parties acknowledge that an additional application fee will not be required when LICENSEE submits revised documentation pursuant to such request. In the event LICENSOR fails to respond within such forty-five (45) day period, LICENSEE's proposed modifications are deemed approved, and LICENSEE will be permitted to proceed with such proposed modifications. Notwithstanding the foregoing, LICENSEE shall be permitted to replace, modify, or add equipment within LICENSEE's Land Space at any time without any additional approval of LICENSOR.

2. SURVEY. LICENSOR also hereby grants to LICENSEE the right to survey the Property and Premises at LICENSEE's sole cost and expense. Once LICENSEE has performed a survey at any time during the Term of this Agreement, it may be attached to this Agreement as Exhibit C, only after submitting the survey to LICENSOR for LICENSOR's review and receiving LICENSOR's written approval of the survey. Exhibit C shall control in the event of boundary and access discrepancies between it and Exhibit A.

3. TERM; MONTHLY LICENSE FEE; ELECTRICAL.

a. This Agreement shall be effective as of the Effective Date, provided, however, the initial term shall be for ten (10) years (the "Initial Term") and shall commence on the first day of the month following full execution of this Agreement (the "Commencement Date") at which time license fee payments shall commence and be due at a total annual license fee of Thirty Seven Thousand Two Hundred Dollars (\$37,200.00) to be paid in equal monthly installments on the first day of the month, in advance, to LICENSOR or to such other person, firm or place as LICENSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 21 below. LICENSOR and LICENSEE acknowledge and agree that initial license fee payment(s) may not actually be sent by LICENSEE until sixty (60) days after the Commencement Date.

Upon agreement of the Parties, LICENSEE may pay the license fee by electronic funds transfer and in such event, LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.

b. LICENSOR hereby agrees to provide to LICENSEE certain documentation evidencing LICENSOR's right to receive payments under, this Agreement, including without limitation a complete and fully executed Internal Revenue Service Form W-9, or equivalent, for any party to whom rental payments are to be made pursuant to this Agreement (collectively, the "**Fee Documentation**"). The Fee Documentation shall be provided to

LICENSEE in accordance with the provisions of, and at the address given in, Paragraph 21. Delivery of Fee Documentation to LICENSEE is a prerequisite for the payment of any rent by LICENSEE, and notwithstanding anything to the contrary herein, LICENSEE may hold any rental payments until Fee Documentation has been supplied to LICENSEE as provided herein.

Within thirty (30) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LICENSOR must provide to LICENSEE Fee Documentation in the manner set forth in the preceding paragraph, in addition to other documentation to verify such other party's right to receive rental as is reasonably requested by LICENSEE. Delivery of Fee Documentation and such additional requested documentation to LICENSEE by any assignee(s), transferee(s) or other successor(s) in interest of LICENSOR is a prerequisite for the payment of any rent by LICENSEE to such party, and notwithstanding anything to the contrary herein, LICENSEE may hold any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LICENSOR until Fee Documentation has been supplied to LICENSEE as provided herein.

c. As additional consideration for this Agreement, LICENSEE shall pay to LICENSOR a one-time, non-refundable, lump-sum signing bonus of Ten Thousand and No/100ths Dollars (\$10,000.00), which shall be considered as "additional rent." Such amount shall be paid within ninety (90) days from the date of full execution of this Agreement by the Parties.

d. LICENSEE at LICENSEE's sole cost and expense shall obtain electrical service and telephone/fiber service on its own accounts with any utility companies to serve the Premises. LICENSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LICENSEE's installation. LICENSOR shall permit LICENSEE to access electrical, fiber, and other utility demarcation points on the Property and in the public right of way as reasonably required for LICENSEE to connect to and use such services. LICENSEE shall be permitted to install, maintain, and operate a temporary power source, and all related equipment and appurtenances within the Premises.

4. EXTENSIONS. This Agreement shall be automatically extended for four (4) additional five (5) year terms unless LICENSEE terminates it at the end of the then current term by giving LICENSOR written notice of the intent to terminate at least six (6) 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. EXTENSION RENTALS. On the first (1st) annual anniversary of the Commencement Date, and on each annual anniversary of the Commencement Date thereafter, the annual rental shall increase by three percent (3%) over the annual rental in effect for the immediately preceding twelve (12) month period.

6. TAXES. LICENSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which is the result of LICENSEE's use of the Premises and/or the installation, maintenance, and operation of the LICENSEE's improvements, and any sales tax imposed on the rent (except to the extent that

LICENSEE, is or may become, exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which arises from the LICENSEE's improvements and/or LICENSEE's use of the Premises within sixty (60) days of a receipt of an invoice from LICENSOR. LICENSOR and LICENSEE shall each be responsible for the payment of any taxes, levies, assessments, and other charges imposed, including franchise and similar taxes imposed upon the business conducted by LICENSOR or LICENSEE at the Property. Notwithstanding the foregoing, LICENSEE shall not have the obligation to pay any tax, assessment, or charge that LICENSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed, provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LICENSEE liable for any portion of LICENSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LICENSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property, and shall do so prior to the imposition of any lien on the Property.

LICENSEE 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 LICENSEE is wholly or partly responsible for payment. LICENSOR shall reasonably cooperate with LICENSEE, at LICENSEE's sole cost and 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. If there is a reduction, credit or repayment received by the LICENSOR for any taxes previously paid by LICENSEE as a result of any appeal or challenge by LICENSEE, LICENSOR agrees to promptly reimburse to LICENSEE the amount of that reduction, credit, or repayment. If LICENSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this Paragraph, LICENSOR will pursue that dispute, at LICENSEE's sole cost and expense, upon written request of LICENSEE.

7. USE; LABELING; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing, and operating a communications facility and uses incidental thereto, in accordance with the terms of this Agreement, and for no other uses without LICENSOR's consent. All improvements, equipment, antennas, fiber, and conduits shall be installed in accordance with Exhibit B or otherwise in accordance with the terms of this Agreement. LICENSEE shall identify all LICENSEE equipment, including but not limited to, equipment cabinets and coaxial cable (at the top and bottom of the Tower) by labels with LICENSEE's name, contact phone number, and date of installation. In the event that LICENSEE fails to comply with this provision and fails to cure such material deficiency within thirty (30) days of LICENSOR's written notice of such failure, LICENSOR may, but is not obligated to, in addition to any other rights it may have hereunder, label the approved equipment and assess against LICENSEE a fee of \$1,500.00 ("Labeling Fee") which shall be payable to LICENSOR upon receipt of an invoice therefor. LICENSOR shall not be responsible to LICENSEE for any expenses or damages incurred by LICENSEE arising from the interruption of LICENSEE's service caused by LICENSOR if LICENSOR is reasonably unable to identify the approved equipment as belonging to LICENSEE as a result of LICENSEE's material failure to label such approved equipment. LICENSEE's use of the Tower and Premises shall not interfere with LICENSOR's use of and access to the Tower and Property

at all times during this Agreement. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon LICENSEE obtaining, at LICENSEE's sole cost and expense, 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, structural analysis, at LICENSEE's sole cost and expense, which will permit LICENSEE use of the Premises as set forth above. LICENSOR shall reasonably cooperate with LICENSEE, at LICENSEE's sole cost and expense, in LICENSEE's effort to obtain the Governmental Approvals, and shall take no action which would adversely affect the status of the Property with respect to LICENSEE's proposed use thereof. LICENSEE shall have the right to terminate this Agreement if: (i) any of the applications for the Governmental Approvals is finally rejected; (ii) any Governmental Approval issued to LICENSEE, through no fault of LICENSEE, is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; or (iii) prior to the installation of modified equipment proposed by LICENSEE, LICENSEE determines that the structural analysis is unsatisfactory. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of the notice by LICENSEE, or upon such later date as designated by LICENSEE. Only after the Initial Term may LICENSEE have the right to terminate this Agreement upon twelve (12) months prior written notice and with the payment of a termination fee to LICENSOR equal to twenty four (24) months' of the then current license fee if: (i) LICENSEE determines that the Premises is no longer technically compatible for its use, or (ii) LICENSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary. All license fees paid to said termination date shall be retained by LICENSOR. Upon such termination and the completion of LICENSEE fulfilling their removal obligations in this Agreement, 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 LICENSEE shall have no further obligations for the payment of rent to LICENSOR. Notwithstanding that this Agreement concerns a grant of a license, the Parties expressly agree and acknowledge that this Agreement may only be terminated in accordance with the terms expressly set forth herein.

8. INDEMNIFICATION. Subject to Paragraph 9 below, LICENSEE shall indemnify, defend, and hold LICENSOR harmless, to the extent permitted by law, against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of LICENSEE, its employees, contractors or agents, except to the extent such claims or damages may be caused by the negligence or willful misconduct of LICENSOR, or its employees, contractors or agents.

9. INSURANCE.

a. Notwithstanding the indemnity in Paragraph 8, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through

either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

- b. LICENSEE will maintain at its own cost;
 - i. Commercial General Liability insurance with limits of \$1,000,000.00 per occurrence for bodily injury (including death) and for damage or destruction to property
 - ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a combined single limit of \$1,000,000.00 each accident for bodily injury and property damage
 - iii. Workers Compensation insurance providing the statutory benefits and Employers Liability with a limit of \$1,000,000 each accident/disease/policy limit.

LICENSEE will include the LICENSOR as an additional insured on the Commercial General Liability and Auto Liability policies, as LICENSOR's interests may appear under this Agreement.

10. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 8 and 27, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special, or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

11. ACCESS TO TOWER. LICENSOR agrees the LICENSEE shall have free access to the Tower, however LICENSEE shall call LICENSOR's 24/7 duty operator phone number at (512) 554-2204 at least thirty (30) minutes prior accessing the Property, for the purpose of installing and maintaining LICENSEE's equipment subject to the terms and conditions of this Agreement. In the event of an emergency, LICENSEE shall provide as much notice as is practicable under the circumstances. LICENSOR shall furnish LICENSEE with necessary means of access for the purpose of ingress and egress to the Premises and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LICENSEE or persons under their direct supervision will be permitted to enter said Premises.

12. TOWER COMPLIANCE; TEMPORARY RELOCATION. LICENSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 31 below). The LICENSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LICENSOR fails to make any required repairs, including maintenance, LICENSEE must provide LICENSOR written notice and only after thirty (30) days have passed without a response from LICENSOR to the written notice may LICENSEE

make the repairs on LICENSOR's behalf and LICENSOR shall pay LICENSEE's costs for the repairs on demand. If the LICENSOR does not make payment to the LICENSEE within thirty (30) days after such demand, LICENSEE may exercise all other rights available to LICENSEE under the law.

No materials may be used by LICENSEE or any of LICENSEE's agents, contractors, or sub-contractors, in the installation of any and all equipment, support structures, or communications lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances. In the event LICENSOR identifies any corrosion, rust, or deterioration of the Tower structure or its appurtenances as a result of LICENSEE's equipment, LICENSOR may provide written notice to LICENSEE and LICENSEE shall have forty-five (45) days to cure the damage, provided LICENSEE shall have such extended period as may be required beyond the forty-five (45) days if the nature of the cure is such that it reasonably requires more than forty-five (45) days, and LICENSEE commences the cure within the forty-five (45) day period, and LICENSEE thereafter continuously and diligently pursues the cure to completion in not less than a total time period of sixty (60) days. In the event LICENSEE fails to cure the damage within such time period, LICENSOR may in LICENSOR's sole discretion immediately terminate this Agreement upon written notice to LICENSEE.

Upon request by LICENSEE throughout the Term, LICENSOR shall supply to LICENSEE a copy of the most recent structural analysis reports that have done with respect to the Tower.

Upon request of LICENSOR, LICENSEE 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 LICENSOR performing maintenance, repairs, or similar work at the Property or on the Tower, provided:

- a. The Temporary Relocation is similar to LICENSEE's existing location in size and is fully compatible for LICENSEE's use, in LICENSEE's reasonable determination, however, LICENSEE acknowledges LICENSOR will be unable to provide a comparable antenna height during a Temporary Relocation event;
- b. LICENSEE pays all costs incurred by LICENSEE for relocating LICENSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LICENSEE's use, in LICENSEE's reasonable determination;
- c. LICENSOR gives LICENSEE at least ninety (90) days written notice prior to requiring LICENSEE to relocate;
- d. LICENSOR shall reasonably cooperate with LICENSEE to ensure LICENSEE's use of the Premises is not interrupted during the relocation, and LICENSEE is allowed, if necessary, in LICENSEE's reasonable determination, to place a temporary installation on the Property during any such relocation;
- e. Upon the completion of any maintenance, repair, or similar work by LICENSOR,

LICENSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LICENSEE; and

- f. LICENSOR's Temporary Relocation rights shall be limited to one (1) time per five-year period. To the extent more than one (1) Temporary Relocation is required during a five (5) year period, LICENSOR agrees and acknowledges that LICENSOR will be responsible for all costs and expenses associated with relocating LICENSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LICENSEE's use, in LICENSEE's reasonable determination.

13. INTERFERENCE. LICENSOR represents and warrants that the following is a complete listing of the frequencies used by LICENSOR (but excluding any frequencies used by third parties on the Property) in connection with providing city services on the Property: 902-908 Mhz, 2401-2495 Mhz, 3550-3700 Mhz, 4910-4990 Mhz, 5180-5875 Mhz, 5850-5925 Mhz, 19540.000S(4) 17980.000S(4) Mhz, 19620.0000S(5) 18060.0000S(5) Mhz, 17980.0000S(4) 19540.0000S(4) Mhz, 19460.0000S(3) 17900.0000S(3) Mhz, 18060.0000S(5) 19620.0000S(5) Mhz, 17820.0000S(2) 19380.0000S(2) Mhz, 19460.0000S(3) 17900.0000S(3) Mhz ("**Licensor Frequencies**"). LICENSEE agrees not to interfere with such Licensor Frequencies on the Property, so long as LICENSOR operates and continues to operate LICENSOR's equipment within the Licensor Frequencies and in accordance with all applicable laws. LICENSEE will operate LICENSEE's equipment on the Premises within the specific frequencies assigned to LICENSEE by the Federal Communications Commission ("FCC") and in accordance with all applicable laws. Further, LICENSEE agrees to install equipment of the type and frequency which will not cause harmful interference, which is measurable in accordance with then existing FCC regulations, to the equipment of third parties that is existing on the Property prior in time to the equipment of LICENSEE. If any of LICENSEE's after-installed equipment causes such interference to then-existing third-party equipment, then, after LICENSOR has notified LICENSEE in writing of such interference, LICENSEE will take all commercially-reasonable steps necessary to correct and eliminate the interference within forty-eight (48) hours, including but not limited to, at LICENSEE's option, powering down the interfering equipment and later powering up the interfering equipment for intermittent testing. LICENSEE agrees to cooperate with the owner of the third-party equipment with which LICENSEE's equipment is interfering to resolve the interference issue in accordance with applicable FCC rules and regulations. LICENSOR and/or any other tenants of the Property (excluding LICENSOR's equipment when operating within the Licensor Frequencies) 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 FCC rules and regulations to the then-existing equipment of LICENSEE. 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.

14. REMOVAL AT END OF TERM; HOLDOVER. Upon expiration of the Term or within ninety (90) days after earlier termination of this Agreement, LICENSEE shall 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. LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures, and personal property of LICENSEE shall remain the personal property of LICENSEE, and LICENSEE 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 Licensee fails to remove all equipment at the expiration of the Term (or within the removal period noted above in the event of an earlier termination), such failure shall be deemed to extend the Term of this Agreement on a month-to-month basis under the same terms and conditions herein except that (i) a monthly license fee shall be due on or before the first day of every calendar month during such month-to-month term in the amount equal to one hundred fifty percent (150%) of the monthly license fee in effect for the last month of the Term prior to the commencement of such month-to-month term ("**Holdover Fee**"), and (ii) the month-to-month extension shall be terminable upon fifteen (15) days' prior written notice from either Licensor or Licensee to the other; provided, however, nothing contained herein shall grant Licensee the unilateral right to extend the Term of this Agreement after the expiration of the Term. Any property not so removed following thirty (30) days' notice to LICENSEE after LICENSEE's failure to remove upon expiration or within ninety (90) days of earlier termination as required herein shall, at LICENSOR's sole option, be deemed abandoned and may be removed and disposed of by LICENSOR in such manner as LICENSOR shall determine and at LICENSEE's reasonable expense, without any obligation on the part of LICENSOR to account to LICENSEE for any proceeds therefrom. LICENSEE shall reimburse LICENSOR for any actual and reasonable expense incurred in restoring the Premises should LICENSEE fail to restore the Premises as provided herein.

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

16. QUIET ENJOYMENT. LICENSOR covenants that LICENSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

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

18. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises, and understandings between LICENSOR and LICENSEE, and that no verbal or oral agreements, promises, or understandings shall be binding upon either LICENSOR or LICENSEE in any dispute, controversy or proceeding at law. 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. If any provision of the Agreement is found to be invalid or unenforceable, that 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 those rights, and that Party shall have the right to enforce its rights at any time, and take such action as may be lawful and authorized under this Agreement, in law or in equity.

19. 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.

20. ASSIGNMENT; SUBLEASING. LICENSEE may not, directly or indirectly, assign this Agreement as a whole, or any portion of LICENSEE's rights, title and interests hereunder without LICENSOR's prior written consent, which will not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, this Agreement may be sold, assigned or transferred by the LICENSEE without any approval or consent of the LICENSOR to the LICENSEE's principal, affiliates, subsidiaries of its principal, or to any entity which acquires all or substantially all of LICENSEE'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. Except as may otherwise be expressly provided by this Agreement, in no event may LICENSEE sublet, sublease, or permit any use of the Premises by any other party. Any permitted assignee shall expressly assume and become bound by all of LICENSEE's obligations under this Agreement.

21. NOTICES. All notices hereunder must be in writing and shall be 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 the courier guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, and addressed as follows (or to any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR: City of Pflugerville

100 East Main Street
Pflugerville, Texas 78660

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

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

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

23. SUBORDINATION AND NON-DISTURBANCE. Not later than forty-five (45) days following the execution of this Agreement, LICENSOR shall take commercially reasonable efforts, at LICENSEE's sole cost and expense, to obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors/licensors and master lessors/licensors, if any, of the Property. At LICENSOR's option, this Agreement shall be subordinate to any future master lease/license, ground lease/license, mortgage, deed of trust, or other security interest (collectively, a "**Mortgage**") entered into by LICENSOR, which from time to time may encumber all or part of the Property, Tower or rights-of-way; provided, however, as a condition precedent to LICENSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LICENSOR shall obtain a non-disturbance and attornment agreement for LICENSEE's benefit in a form reasonably satisfactory to LICENSEE, and containing the terms described below (the "**Non-Disturbance Agreement**"), and shall recognize LICENSEE's right to remain in occupancy of and have access to the Premises as long as LICENSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("**Lender's**") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "**Purchaser**") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will: (1) honor all of the terms of the Agreement, (2) fulfill LICENSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LICENSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LICENSEE will execute an agreement for Lender's benefit in which LICENSEE: (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property, and (3) agrees accept a cure by Lender of any of LICENSOR's defaults, provided such cure is completed within the deadline applicable to LICENSOR. If LICENSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LICENSEE, may, at its sole option and without obligation, cure or correct LICENSOR's default, and upon doing so, LICENSEE shall be subrogated to any and all rights,

titles, liens and equities of the holders of such mortgage or other real property interest, and LICENSEE shall be entitled to deduct and setoff the sums paid by LICENSEE to cure or correct such defaults against all rents that may otherwise become due under this Agreement.

24. RECORDING. LICENSOR agrees to execute a Memorandum of this Agreement which LICENSEE may record with the appropriate recording officer. The date set forth in the Memorandum of License is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

25. DEFAULT.

a. If there is a breach by LICENSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LICENSOR shall give LICENSEE written notice of the breach. After receipt of the written notice, LICENSEE shall have fifteen (15) days in which to cure any monetary breach, and forty-five (45) days in which to cure any non-monetary breach; provided LICENSEE shall have such extended period as may be required beyond the forty-five (45) days if the nature of the cure is such that it reasonably requires more than forty-five (45) days, and LICENSEE commences the cure within the forty-five (45) day period, and LICENSEE thereafter continuously and diligently pursues the cure to completion. LICENSOR may not maintain any action or effect any remedies for default against LICENSEE unless and until LICENSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. If there is a breach by LICENSOR with respect to any of the provisions of this Agreement or its obligations under it, LICENSEE shall give LICENSOR written notice of the breach. After receipt of the written notice, LICENSOR shall have forty-five (45) days in which to cure the breach; provided LICENSOR shall have such extended period as may be required beyond the forty-five (45) days if the nature of the cure is such that it reasonably requires more than forty-five (45) days, and LICENSOR commences the cure within the forty-five (45) day period, and LICENSOR thereafter continuously and diligently pursues the cure to completion. LICENSEE may not maintain any action or effect any remedies for default against LICENSOR unless and until LICENSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within thirty (30) days after receipt of written notice of such breach, to perform an obligation that prohibits LICENSEE from accessing the Premises or otherwise operating its equipment on the Premises.

26. 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 only after forty-five (45) days receipt of written notice from the other Party, 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 that the non-defaulting Party may have by reason of the 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, LICENSOR shall use reasonable efforts to mitigate its damages in connection with a default by LICENSEE. If LICENSEE so performs any of LICENSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LICENSEE shall immediately be owing by LICENSOR.

27. ENVIRONMENTAL.

a. LICENSOR shall be responsible for all obligations of compliance with applicable Federal, State and Local requirements governing environmental and industrial hygiene matters including, but not limited to, those set out in any applicable statute, regulation, order, legal decision or by common law, except to the extent that any failure to comply with a requirement is caused by the activities of LICENSEE. LICENSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of soils excavated at the Property during construction of Licensees facility.

b. LICENSOR shall hold LICENSEE harmless, defend and indemnify LICENSEE from and assume all duties, responsibility and liability, at LICENSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, attorney's fees or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which results or is alleged to have resulted from any (i) failure to comply with any legal requirement governing environmental or industrial hygiene matters except to the extent that any such non-compliance is caused by LICENSEE; and (ii) environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Premises or activities conducted thereon, except to the extent that such environmental conditions are caused by LICENSEE.

28. CASUALTY. In the event of damage by fire or other casualty to the Tower, or Premises, not caused by LICENSEE, that cannot reasonably be expected to be repaired within ninety (90) days following the casualty or, if the Property is damaged by fire or other casualty, not caused by LICENSEE, such that the damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, then LICENSEE may terminate this Agreement upon fifteen (15) days prior written notice to LICENSOR at any time following the fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises. 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. The Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement and LICENSEE shall fulfill their removal obligations as set forth in Section 14 of this Agreement. LICENSOR shall permit LICENSEE, in LICENSEE's reasonable determination, to place a temporary installation on the Property in a mutually acceptable location by LICENSOR and LICENSEE during any such period in which LICENSEE is unable to use the Premises following an event of casualty.

29. 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, LICENSEE, in LICENSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, LICENSEE may, at LICENSEE's option, to be exercised in writing within fifteen (15) days after LICENSEE receives notice of the condemnation from LICENSOR (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. 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. LICENSEE 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 Licensehold interest). If LICENSEE 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. If this Agreement is not terminated by reason of such condemnation, LICENSOR shall promptly repair any damage to the Premises caused by such condemning authority.

30. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to License the Premises, and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision in this Agreement 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 that 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.

31. APPLICABLE LAWS. During the Term, LICENSOR 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**"). LICENSEE shall, in respect to the condition of the Premises, and at LICENSEE's sole cost and expense, comply with (a) all Laws relating solely to LICENSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE in the Premises.

32. 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.

33. 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.

34. TERMINATED AGREEMENT. The Parties acknowledge that this Agreement replaces the Water Tower Lease Agreement dated June 22, 2005 [Contract Number 62613] between the LICENSOR and Dallas MTA, L.P., predecessor in interest to LICENSEE (the "**Terminated Agreement**"). The Parties acknowledge that notwithstanding the termination of the Terminated Agreement and the commencement of this Agreement, LESSSEE may continue to make, and LICENSOR may continue to receive, payments pursuant to the Terminated Agreement. In that event, any payments made pursuant to the Terminated Agreement after its termination shall be applied and credited against any rent or other payments due under this Agreement. Until the termination of the Terminated Agreement and the commencement of this Agreement, LICENSEE will continue pay all fees that LICENSEE is currently paying under the Terminated Agreement.

35. ESTOPPEL. Either party will, at any time upon thirty (30) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and; (ii) acknowledging that there are not, to such party's actual knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises, (iii) confirming the Rent due under this Agreement and (iv) confirming whether Rent hereunder has been prepaid, and if so, the period of such prepayment.

36. SIGNATURE. In the event the Agreement is not fully executed and returned to the other party within thirty (30) days after the date the first party executes the Agreement, the Agreement shall be null and void and the parties shall have no further obligations to each other.

37. TIME OF THE ESSENCE. Where either Party is required by this Agreement to pay any sum of money or to do any act within an indicated period or by a particular date, it is understood that time is of the essence.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the day and year first above written.

LICENSOR:

City of Pflugerville

ATTEST:

By: _____

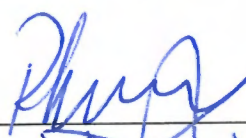
Printed Name: _____

Title: _____

Date: _____

LICENSEE:

Cellco Partnership d/b/a Verizon Wireless

By: 

Printed Name: Robert F. McGee

Title: Exec Dir - NWK Eng/ops

Date: 01-05-2021

Exhibit A

Description of the Premises

EXHIBIT A
(PAGE 1 OF 2)

20-4223B Black Hawk
Location No. 101456

DESCRIPTION LESSEE LEASE AREA ("BASE PARCEL"):

BEING 700 SQUARE FEET OUT OF THE JOHN DAVIS SURVEY NO. 13, IN TRAVIS COUNTY, TEXAS, SAID 700 SQUARE FEET OF LAND BEING A PORTION OF A CALLED 1.00 ACRE TRACT DESCRIBED IN A DEED TO CITY OF PFLUGERVILLE RECORDED IN DOC. NO. 2003040590 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

COMMENCING: at the southwest fence corner of an existing water tower site located in said 1.00 acre tract; from which the northwest fence corner of said cell tower site for a point of reference bears N 27°32'41" E, a distance of 90.93 feet;
THENCE, with the easterly fence line of the said cell tower site N 27°32'41" E, a distance of 5.00 feet to point;
THENCE, leaving the easterly fence line S 62°51'39" E, a distance of 5.00 feet to a 5/8" iron rod with plastic cap set for the POINT OF BEGINNING for the herein described 700.00 square foot tract;
THENCE, N 27°32'41" E, a distance of 35.00 feet to a 5/8" iron rod with plastic cap set for the northwest corner;
THENCE, S 62°51'39" E, a distance of 20.00 feet to a 5/8" iron rod with plastic cap set for the northeast corner;
THENCE, S 27°32'41" W, a distance of 35.00 feet to a 5/8" iron rod with plastic cap set for the southeast corner;
THENCE, N 62°51'39" W, a distance of 20.00 feet to the POINT OF BEGINNING and containing 700 square feet of land.

DESCRIPTION 30 FOOT WIDE "ACCESS EASEMENT":

BEING 2325 SQUARE FEET OUT OF THE JOHN DAVIS SURVEY NO. 13, IN TRAVIS COUNTY, TEXAS, SAID 2325 SQUARE FEET OF LAND BEING A PORTION OF A CALLED 1.00 ACRE TRACT DESCRIBED IN A DEED TO CITY OF PFLUGERVILLE RECORDED IN DOC. NO. 2003040590 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING: at a fence corner post found for the northwest corner of an existing water tower site, from which the northeast fence corner post bears S 62°31'50" E, a distance of 100.18 feet;
THENCE: N 77°53'51" E, a distance of 93.89 feet to a point;
THENCE: with a curve to the right having a radius of 313.90 feet, an arc length of 30.37 feet, a tangent of 15.20, and a delta of 5°32'38" to a point;
THENCE: S 77°53'51" W, a distance of 61.59 feet to a point;
THENCE: with the most northerly fence line of said water tower site N 62°31'50" W, a distance of 47.09 feet to the POINT OF BEGINNING and containing 2325 square feet of land.

EXHIBIT A
(PAGE 2 OF 2)

20-4223B Black Hawk
Location No. 101456

DESCRIPTION 10 FOOT WIDE "UTILITY EASEMENT":

BEING 452 SQUARE FEET OUT OF THE JOHN DAVIS SURVEY NO. 13, IN TRAVIS COUNTY, TEXAS, SAID 452 SQUARE FEET OF LAND BEING A PORTION OF A CALLED 1.00 ACRE TRACT DESCRIBED IN A DEED TO CITY OF PFLUGERVILLE RECORDED IN DOC. NO. 2003040590 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING: at a 5/8" iron rod with plastic cap set for the northwest corner of a called 700.00 square foot lease area (Base Parcel), from which a 5/8" iron rod with plastic cap set for the southwest corner bears S 27°32'41" W, a distance of 35.00 feet;
THENCE: N 27°32'41" E, a distance of 31.14 feet to a point;
THENCE: N 39°53'13" W, a distance of 5.38 feet to a point;
THENCE: N 27°32'41" E, a distance of 10.83 feet to a point;
THENCE: S 39°53'13" E, a distance of 16.21 feet to a point;
THENCE: S 27°32'41" W, a distance of 37.74 feet to a point;
THENCE: with the most northerly line of the called 700 square foot lease area (Base Parcel) N 62°51'39" W, a distance of 10.00 feet to the POINT OF BEGINNING and containing 452 square feet of land.

Exhibit B

Description of Licensee's Communications Equipment, Antennas & Appurtenances

Licensee is authorized to install and maintain the following equipment:

Antennas: Six (6) Amphenol CWWX063X25G00 Antennas at a mount elevation of 116'

Other equipment: Three (3) TMAs
Three (3) B13 RRHx30
Three (3) B66a RRH 4x45
Three (3) B25 RRH 4x30
Three (3) Raycap RC3DC-3315-PF-48
Twelve (12) 1 5/8" coax lines
Three (3) 1 1/2" hybrid lines

SEE ATTACHED



TOWER MAPPING

Site Name BLACK HAWK WT

TEP # 256489-452587

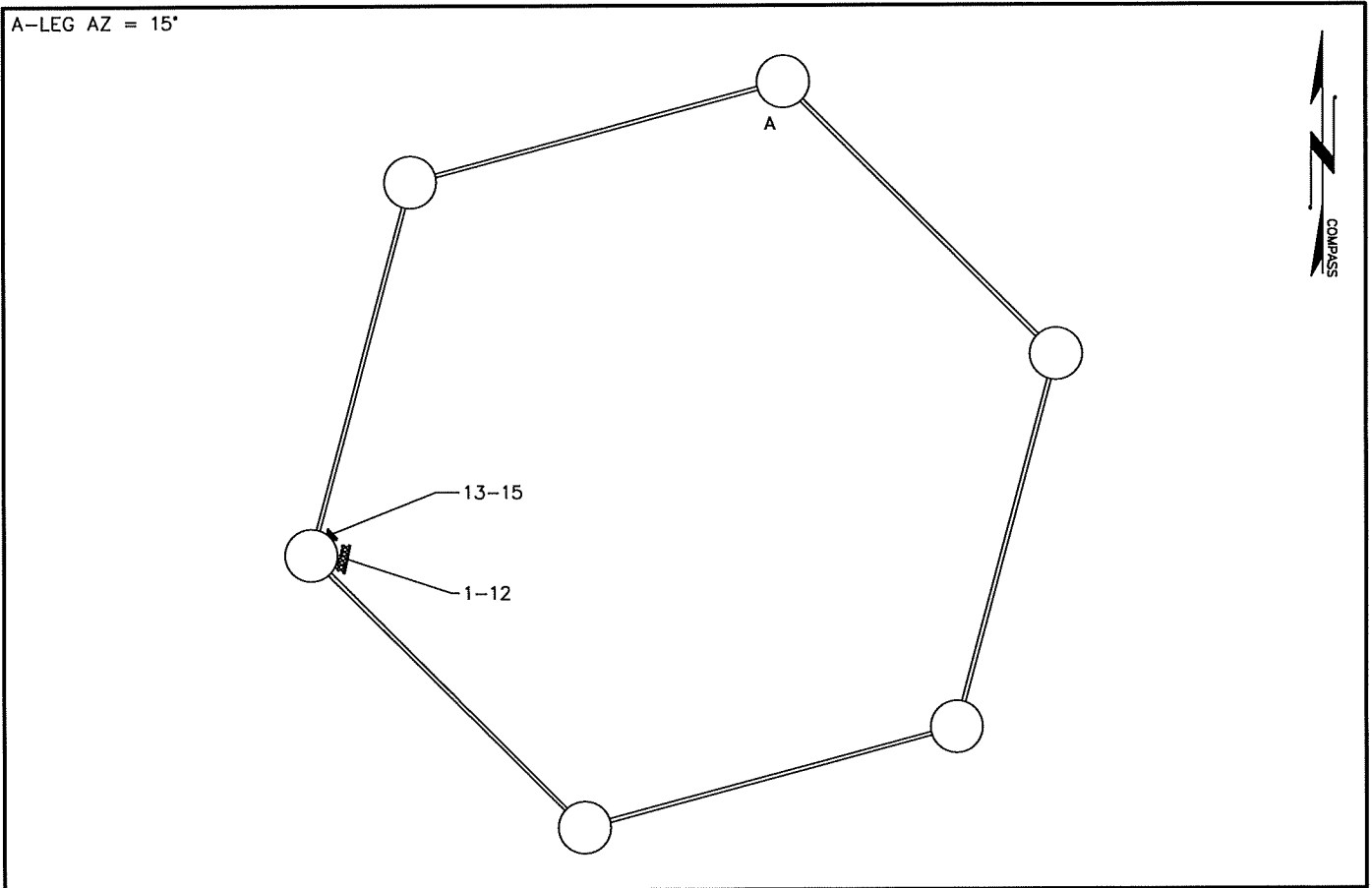
Client # --

Date OCTOBER 30, 2020

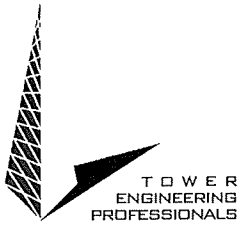
Page 3 of 7

TRANSMISSION CABLES

A-LEG AZ = 15°



Coax #	Size/Type	Start Height	End Height	Antenna	Carrier	Notes
1	1 $\frac{5}{8}$ FH	0'-0"	116'-0"	1	VERIZON	--
2	1 $\frac{5}{8}$ FH	0'-0"	116'-0"	2	VERIZON	--
3	1 $\frac{5}{8}$ FH	0'-0"	116'-0"	3	VERIZON	--
4	1 $\frac{5}{8}$ FH	0'-0"	116'-0"	4	VERIZON	--
5	1 $\frac{5}{8}$ FH	0'-0"	116'-0"	5	VERIZON	--
6	1 $\frac{5}{8}$ FH	0'-0"	116'-0"	6	VERIZON	--
7	1 $\frac{5}{8}$ FH	0'-0"	116'-0"	--	VERIZON	DISCONNECTED COAX
8	1 $\frac{5}{8}$ FH	0'-0"	116'-0"	--	VERIZON	DISCONNECTED COAX
9	1 $\frac{5}{8}$ FH	0'-0"	116'-0"	--	VERIZON	DISCONNECTED COAX
10	1 $\frac{5}{8}$ FH	0'-0"	116'-0"	--	VERIZON	DISCONNECTED COAX
11	1 $\frac{5}{8}$ FH	0'-0"	116'-0"	--	VERIZON	DISCONNECTED COAX
12	1 $\frac{5}{8}$ FH	0'-0"	116'-0"	--	VERIZON	DISCONNECTED COAX
13	1 $\frac{1}{2}$ "Ø HYBRID	0'-0"	116'-0"	1-2	VERIZON	TO SURGE PROTECTOR
14	1 $\frac{1}{2}$ "Ø HYBRID	0'-0"	116'-0"	3-4	VERIZON	TO SURGE PROTECTOR
15	1 $\frac{1}{2}$ "Ø HYBRID	0'-0"	116'-0"	5-6	VERIZON	TO SURGE PROTECTOR



Carrier VERIZON

TOWER MAPPING

Site Name BLACK HAWK WT

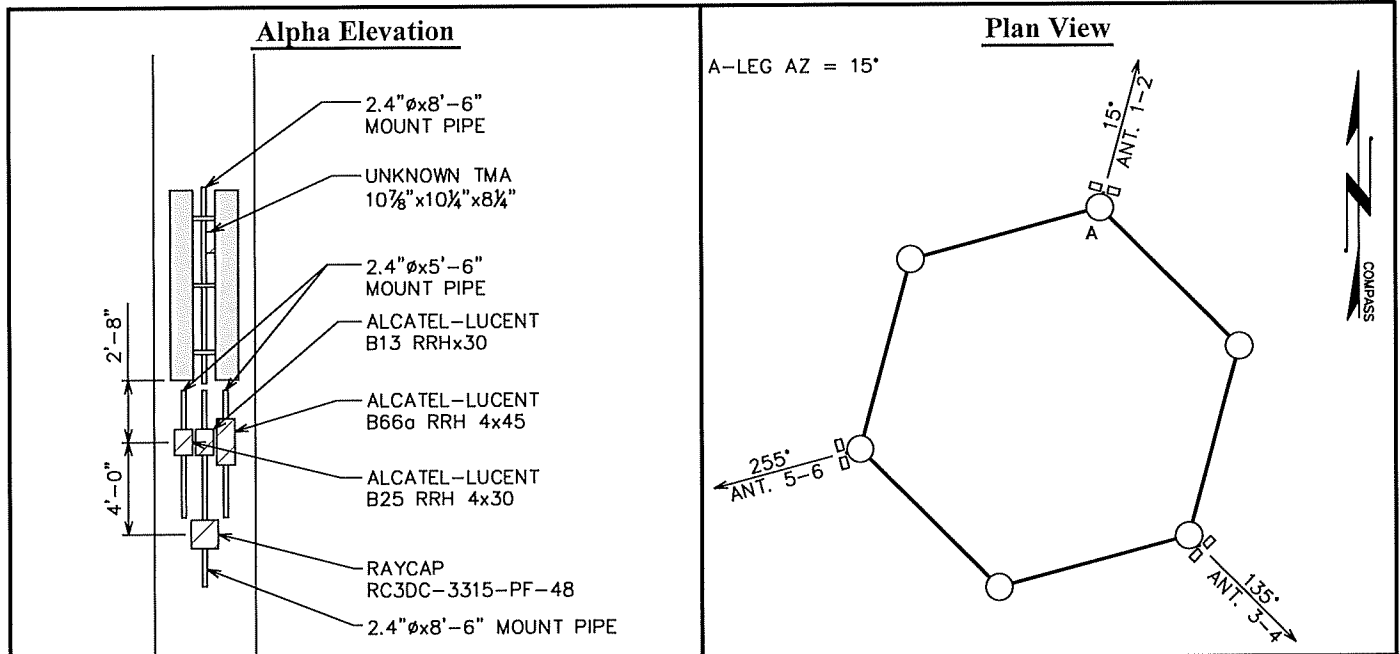
TEP # 256489-452587

Client # --

Date OCTOBER 30, 2020

Page 4 of 7

ANTENNA AND MOUNT SKETCH



Antenna #	Mount Elevation	Antenna Elevation	Mount Type	Leg	Azimuth
1-6	116'-0"	116'-0"	PIPE	--	15°, 135°, 255°
Antenna Manufacturer	Antenna Model #	Equipment (#) / Model #	Coax # / Size		
AMPHENOL	CWWX063X25G00	SEE ABOVE / BELOW	#1-6, 13-15 / VARIES		

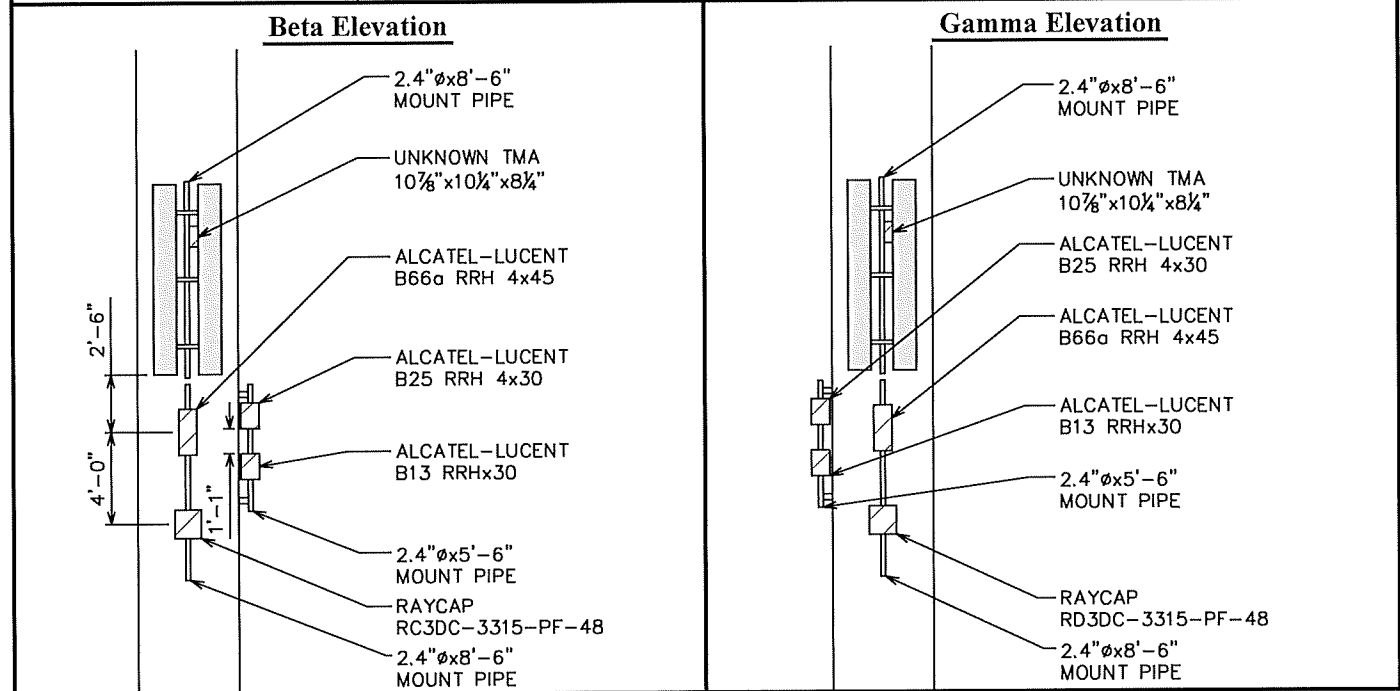


Exhibit C

Survey of the Premises in the Property

[See attached Survey]

This Instrument Was Prepared By
and When Recorded Mail to:

Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
1501 Main Street, Suite 310
Columbia, South Carolina 29201

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

MEMORANDUM OF REPLACEMENT
WATER TOWER LICENSE AGREEMENT

This Memorandum of Replacement Water Tower License Agreement (“Memorandum”), is made this ____ day of _____, 20____, by and between the **City of Pflugerville**, with its principal offices located at 100 East Main Street, Pflugerville, Texas 78660 (the “**Licensor**”), 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 (“**Licensee**”).

RECITALS:

WHEREAS, Licensor is the owner of certain real property located a at 2403 Village View Loop, Pflugerville, Travis County, Texas, as shown on the Tax Map of the City of Pflugerville as Tax Parcel No. 549674, and being further described in Document No. 2003-040590 as recorded in the Office of the County Clerk of Travis County, Texas (the entirety of Licensor’s property is referred to hereinafter as the “**Property**”), which is more particularly described in **Exhibit “A”**, attached hereto and incorporated herein by reference; and

WHEREAS, the Premises (as defined below) are a portion of the Property; and

WHEREAS, Licensee leases the Premises from Licensor pursuant to the Replacement Water Tower License Agreement of even date herewith (the “**Lease**”); and

WHEREAS, Licensor and Licensee desire to file this Memorandum of record in the office of the County Clerk of Travis County, Texas, in order to provide record notice to third parties of Licensee's leasehold estate in the Premises;

NOW, THEREFORE, for and in consideration of the Premises, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are expressly acknowledged by the parties, Licensor and Licensee agree and acknowledge for themselves and their respective successors and assigns, as follows:

1. Licensor hereby grants a license to Licensee of a portion of the space on Licensor's water tower at specific mounting heights as identified on the attached Exhibit B (the "**Tower Space**") together with a parcel of land being described as a 20' by 35' parcel (the "**Land Space**") which includes Licensee's equipment building; together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, along a 30' wide right of way (the "**Access Right of Way**") for ingress and egress extending from the nearest public right-of-way, being a 20' wide access easement dedicated to the public connecting to the public right of way of Village View Loop, together with the non-exclusive right for the installation and maintenance of utility wires, fiber, poles, cables, conduits, and pipes over, under, or along a 10' wide right-of-way extending from the public right-of-way of Village View Loop (the "**Utility Right of Way**"); and together with any further rights of way (the "**Further Rights of Way**") over and through the Property, to and between the Land Space and the Tower Space, for the installation and maintenance of utility wires, fiber, poles, cables, fiber, conduits, and pipes. The Tower Space, Land Space, Access Right of Way, Utility Right of Way, and Further Rights of Way, if any, are substantially described in **Exhibit A**, attached hereto and made a part hereof, and are collectively referred to hereinafter as the "**Premises**".

2. The term of the Lease is ten (10) years commencing on the first day of the month following full execution of this Agreement (the "Commencement Date"). Licensee may extend the term of the Lease for four (4) renewal terms of five (5) years each, upon the terms and conditions set forth in the Lease.

3. The Lease is binding upon Licensor and Licensee, and their respective successors and assigns.

4. Licensee has the right of first refusal obtain a communications easement under, the Premises during the initial term and all renewal terms of the Lease.

5. This Memorandum contains only selected provisions of the Lease and reference is made to the full text of the Lease for all of the applicable terms and conditions. This Memorandum does not, in any way, amend or supersede the terms and conditions of the Lease.

Balance of page intentionally left blank

Signature page following

IN WITNESS WHEREOF, Licensor and Licensee have executed this Memorandum the day and year first above written.

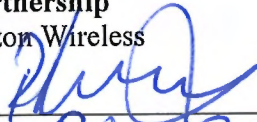
Licensor:

City of Pflugerville

By: _____
Print Name: _____
Title: _____
Date: _____

Licensee:

Cellco Partnership
d/b/a Verizon Wireless

By: 
Print Name: Robert F. McGee
Title: Area Dir - Ntwk Engng
Date: 01-05-2021

LICENSEE ACKNOWLEDGEMENT

STATE OF TEXAS :
COUNTY OF Dallas : SS
:

I, Debbie White, a Notary Public for said County and State, do hereby certify that Robert McLoe, to me personally known, who, being by me duly sworn, did say that he/she is Exec Dir - Network of Cellco Partnership d/b/a Verizon Wireless, and that he/she executed the foregoing Memorandum on its behalf.

Sworn to and subscribed before me
this 05 day of January,
2021.

[Signature]
Notary Public
My Commission Expires: 07/05/2024
(NOTARIAL SEAL)

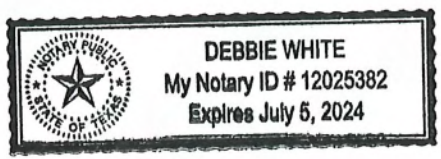


EXHIBIT "A"

Description of the Premises

EXHIBIT A
(PAGE 1 OF 2)

20-4223B Black Hawk
Location No. 101456

DESCRIPTION LESSEE LEASE AREA ("BASE PARCEL"):

BEING 700 SQUARE FEET OUT OF THE JOHN DAVIS SURVEY NO. 13, IN TRAVIS COUNTY, TEXAS, SAID 700 SQUARE FEET OF LAND BEING A PORTION OF A CALLED 1.00 ACRE TRACT DESCRIBED IN A DEED TO CITY OF PFLUGERVILLE RECORDED IN DOC. NO. 2003040590 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

COMMENCING: at the southwest fence corner of an existing water tower site located in said 1.00 acre tract; from which the northwest fence corner of said cell tower site for a point of reference bears N 27°32'41" E, a distance of 90.93 feet;
THENCE, with the easterly fence line of the said cell tower site N 27°32'41" E, a distance of 5.00 feet to point;
THENCE, leaving the easterly fence line S 62°51'39" E, a distance of 5.00 feet to a 5/8" iron rod with plastic cap set for the POINT OF BEGINNING for the herein described 700.00 square foot tract;
THENCE, N 27°32'41" E, a distance of 35.00 feet to a 5/8" iron rod with plastic cap set for the northwest corner;
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THENCE, N 62°51'39" W, a distance of 20.00 feet to the POINT OF BEGINNING and containing 700 square feet of land.

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THENCE: N 77°53'51" E, a distance of 93.89 feet to a point;
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EXHIBIT A
(PAGE 2 OF 2)

20-4223B Black Hawk
Location No. 101456

DESCRIPTION 10 FOOT WIDE "UTILITY EASEMENT":

BEING 452 SQUARE FEET OUT OF THE JOHN DAVIS SURVEY NO. 13, IN TRAVIS COUNTY, TEXAS, SAID 452 SQUARE FEET OF LAND BEING A PORTION OF A CALLED 1.00 ACRE TRACT DESCRIBED IN A DEED TO CITY OF PFLUGERVILLE RECORDED IN DOC. NO. 2003040590 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING: at a 5/8" iron rod with plastic cap set for the northwest corner of a called 700.00 square foot lease area (Base Parcel), from which a 5/8" iron rod with plastic cap set for the southwest corner bears S 27°32'41" W, a distance of 35.00 feet;
THENCE: N 27°32'41" E, a distance of 31.14 feet to a point;
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THENCE: N 27°32'41" E, a distance of 10.83 feet to a point;
THENCE: S 39°53'13" E, a distance of 16.21 feet to a point;
THENCE: S 27°32'41" W, a distance of 37.74 feet to a point;
THENCE: with the most northerly line of the called 700 square foot lease area (Base Parcel) N 62°51'39" W, a distance of 10.00 feet to the POINT OF BEGINNING and containing 452 square feet of land.

EXHIBIT "B"

SURVEY OF THE PREMISES IN THE PROPERTY

(see attached)

This Instrument Was Prepared By
and When Recorded Mail to:

Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
1501 Main Street, Suite 310
Columbia, South Carolina 29201

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

MEMORANDUM OF REPLACEMENT
WATER TOWER LICENSE AGREEMENT

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WHEREAS, Licensee leases the Premises from Licensor pursuant to the Replacement Water Tower License Agreement of even date herewith (the “**Lease**”); and

WHEREAS, Licensor and Licensee desire to file this Memorandum of record in the office of the County Clerk of Travis County, Texas, in order to provide record notice to third parties of Licensee's leasehold estate in the Premises;

NOW, THEREFORE, for and in consideration of the Premises, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are expressly acknowledged by the parties, Licensor and Licensee agree and acknowledge for themselves and their respective successors and assigns, as follows:

1. Licensor hereby grants a license to Licensee of a portion of the space on Licensor's water tower at specific mounting heights as identified on the attached Exhibit B (the "**Tower Space**") together with a parcel of land being described as a 20' by 35' parcel (the "**Land Space**") which includes Licensee's equipment building; together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, along a 30' wide right of way (the "**Access Right of Way**") for ingress and egress extending from the nearest public right-of-way, being a 20' wide access easement dedicated to the public connecting to the public right of way of Village View Loop, together with the non-exclusive right for the installation and maintenance of utility wires, fiber, poles, cables, conduits, and pipes over, under, or along a 10' wide right-of-way extending from the public right-of-way of Village View Loop (the "**Utility Right of Way**"); and together with any further rights of way (the "**Further Rights of Way**") over and through the Property, to and between the Land Space and the Tower Space, for the installation and maintenance of utility wires, fiber, poles, cables, fiber, conduits, and pipes. The Tower Space, Land Space, Access Right of Way, Utility Right of Way, and Further Rights of Way, if any, are substantially described in **Exhibit A**, attached hereto and made a part hereof, and are collectively referred to hereinafter as the "**Premises**".

2. The term of the Lease is ten (10) years commencing on the first day of the month following full execution of this Agreement (the "Commencement Date"). Licensee may extend the term of the Lease for four (4) renewal terms of five (5) years each, upon the terms and conditions set forth in the Lease.

3. The Lease is binding upon Licensor and Licensee, and their respective successors and assigns.

4. Licensee has the right of first refusal obtain a communications easement under, the Premises during the initial term and all renewal terms of the Lease.

5. This Memorandum contains only selected provisions of the Lease and reference is made to the full text of the Lease for all of the applicable terms and conditions. This Memorandum does not, in any way, amend or supersede the terms and conditions of the Lease.

Balance of page intentionally left blank

Signature page following

IN WITNESS WHEREOF, Licensor and Licensee have executed this Memorandum the day and year first above written.

Licensor:

City of Pflugerville

By: _____

Print Name: _____

Title: _____

Date: _____

Licensee:

Cellco Partnership
d/b/a Verizon Wireless

By: _____

Print Name: Robert F. McGee

Title: Area Dir - Ntwk CTO

Date: 01-05-2021

LICENSEE ACKNOWLEDGEMENT

STATE OF TEXAS :
COUNTY OF Dallas : SS
:

I, Debbie White, a Notary Public for said County and State, do hereby certify that Robert France, to me personally known, who, being by me duly sworn, did say that he/she is Exec. Dr. Hawk of Cellco Partnership d/b/a Verizon Wireless, and that he/she executed the foregoing Memorandum on its behalf.

Sworn to and subscribed before me
this 05 day of January,
2021.

[Signature]
Notary Public
My Commission Expires: 07/05/2024
(NOTARIAL SEAL)

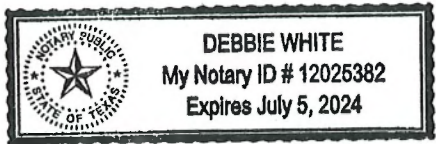


EXHIBIT "A"

Description of the Premises

EXHIBIT A
(PAGE 1 OF 2)

20-4223B Black Hawk
Location No. 101456

DESCRIPTION LESSEE LEASE AREA ("BASE PARCEL"):

BEING 700 SQUARE FEET OUT OF THE JOHN DAVIS SURVEY NO. 13, IN TRAVIS COUNTY, TEXAS, SAID 700 SQUARE FEET OF LAND BEING A PORTION OF A CALLED 1.00 ACRE TRACT DESCRIBED IN A DEED TO CITY OF PFLUGERVILLE RECORDED IN DOC. NO. 2003040590 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

COMMENCING: at the southwest fence corner of an existing water tower site located in said 1.00 acre tract; from which the northwest fence corner of said cell tower site for a point of reference bears N 27°32'41" E, a distance of 90.93 feet;
THENCE, with the easterly fence line of the said cell tower site N 27°32'41" E, a distance of 5.00 feet to point;
THENCE, leaving the easterly fence line S 62°51'39" E, a distance of 5.00 feet to a 5/8" iron rod with plastic cap set for the POINT OF BEGINNING for the herein described 700.00 square foot tract;
THENCE, N 27°32'41" E, a distance of 35.00 feet to a 5/8" iron rod with plastic cap set for the northwest corner;
THENCE, S 62°51'39" E, a distance of 20.00 feet to a 5/8" iron rod with plastic cap set for the northeast corner;
THENCE, S 27°32'41" W, a distance of 35.00 feet to a 5/8" iron rod with plastic cap set for the southeast corner;
THENCE, N 62°51'39" W, a distance of 20.00 feet to the POINT OF BEGINNING and containing 700 square feet of land.

DESCRIPTION 30 FOOT WIDE "ACCESS EASEMENT":

BEING 2325 SQUARE FEET OUT OF THE JOHN DAVIS SURVEY NO. 13, IN TRAVIS COUNTY, TEXAS, SAID 2325 SQUARE FEET OF LAND BEING A PORTION OF A CALLED 1.00 ACRE TRACT DESCRIBED IN A DEED TO CITY OF PFLUGERVILLE RECORDED IN DOC. NO. 2003040590 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING: at a fence corner post found for the northwest corner of an existing water tower site, from which the northeast fence corner post bears S 62°31'50" E, a distance of 100.18 feet;
THENCE: N 77°53'51" E, a distance of 93.89 feet to a point;
THENCE: with a curve to the right having a radius of 313.90 feet, an arc length of 30.37 feet, a tangent of 15.20, and a delta of 5°32'38" to a point;
THENCE: S 77°53'51" W, a distance of 61.59 feet to a point;
THENCE: with the most northerly fence line of said water tower site N 62°31'50" W, a distance of 47.09 feet to the POINT OF BEGINNING and containing 2325 square feet of land.

EXHIBIT A
(PAGE 2 OF 2)

20-4223B Black Hawk
Location No. 101456

DESCRIPTION 10 FOOT WIDE "UTILITY EASEMENT":

BEING 452 SQUARE FEET OUT OF THE JOHN DAVIS SURVEY NO. 13, IN TRAVIS COUNTY, TEXAS, SAID 452 SQUARE FEET OF LAND BEING A PORTION OF A CALLED 1.00 ACRE TRACT DESCRIBED IN A DEED TO CITY OF PFLUGERVILLE RECORDED IN DOC. NO. 2003040590 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING: at a 5/8" iron rod with plastic cap set for the northwest corner of a called 700.00 square foot lease area (Base Parcel), from which a 5/8" iron rod with plastic cap set for the southwest corner bears S 27°32'41" W, a distance of 35.00 feet;
THENCE: N 27°32'41" E, a distance of 31.14 feet to a point;
THENCE: N 39°53'13" W, a distance of 5.38 feet to a point;
THENCE: N 27°32'41" E, a distance of 10.83 feet to a point;
THENCE: S 39°53'13" E, a distance of 16.21 feet to a point;
THENCE: S 27°32'41" W, a distance of 37.74 feet to a point;
THENCE: with the most northerly line of the called 700 square foot lease area (Base Parcel) N 62°51'39" W, a distance of 10.00 feet to the POINT OF BEGINNING and containing 452 square feet of land.

EXHIBIT "B"

SURVEY OF THE PREMISES IN THE PROPERTY

(see attached)

