

LAND LEASE

THIS LAND LEASE ("Lease"), made and entered into effective as of the _____ day of _____, 2011, by and between John Babicki and Diana Babicki ("Landlord"), and WILLIAMSON COUNTY, TEXAS ("Tenant").

WITNESSETH:

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows: Landlord hereby demises and leases to Tenant, and Tenant hereby leases from Landlord, for the purpose stated herein, the real property consisting of a parcel of land measuring approximately one square acre, together with such rights of way and easements on and over the adjoining lands of Landlord, extending from the premises to the nearest convenient public road, and of standard vehicular width, as shall be necessary for ingress and egress to and from the premises. Said premises are hereinafter referred to as the "Demised Premises". The Demised Premises which are the subject of this Lease are part of the larger parcel of land owned by Landlord, and located at 5700 County Road 327, Granger, Texas, 76530 and the Demised Premises are more fully described in EXHIBIT "A" attached hereto and by this reference incorporated herein and made a part hereof.

TO HAVE AND TO HOLD the Demised Premises, together with ell rights, privileges, easements and appurtenances thereunto belonging and attaching, unto Tenant.

This Lease is made upon the covenants and agreements hereinafter set forth with which the parties respectively agree to observe and comply during the Lease Term (as hereinafter defined).

1. TERM

The term of this Lease shall commence on _____, 2011 ("Commencement Date") and shall continue for a period of five (5) years ("Initial Term"). Upon expiration of the Initial Term, if Tenant is not in default hereunder, Tenant shall have four (4) options to renew this Lease, with each option to be for an additional term of five (5) years each. Each renewal option shall be automatic, unless Tenant gives Landlord written notice of its intent to terminate at least sixty (60) days prior to expiration of then current term. Tenant must not be in material default at the time of Tenant's exercise of any renewal option. Upon expiration of any current term if Tenant notifies Landlord of its intent to terminate pursuant to this paragraph, or upon expiration of the last renewal term, then this Lease shall not renew but shall continue only on a month to month basis only that may be terminated by Landlord or Tenant at any time upon giving thirty (30) days written notice.

2. RENT

Tenant shall pay rent to Landlord monthly, in advance. During the first year of the Initial Term, Tenant shall pay to Landlord a monthly rent of SIX HUNDRED SEVENTY DOLLARS (\$670.00) (the "Monthly Rent"), with the first month's rent being payable simultaneously with the execution and delivery of this Lease and thereafter the Monthly Rent shall be due and payable in advance, on the first day of each month. On the first anniversary date of this Lease and each anniversary date thereafter while this Lease remains in effect, the Monthly Rent shall be increased by two percent (2 %). If any Monthly Rent is not paid to Landlord by the 5th day after the date such rent is due, then without waiving any other remedy available to Landlord, Tenant shall be obligated to pay and shall pay Landlord a late fee of \$50.00.

3. USE OF PREMISES; COMPLIANCE WITH LAWS AND REGULATIONS.

(a) Tenant shall use the Demised Premises solely for the purpose of maintaining and operating a personal communications service system facility (the "Facility"), as hereinafter described. Tenant shall have the right to replace or re-construct the Facility. Tenant shall have the right to use the Facility for its business purposes, which shall include, but not be limited to, the subleasing or licensing to third parties (without Landlord's consent) of space upon and within the Facility and the Demised Premises. Such licensees or sublessees of Tenant shall have full access to the Demised Premises for their business purposes. For the purpose of this Lease, the personal communications service system facility shall be defined as and shall include a communications tower, poles, guy wires and anchors, equipment shelters, any associated support buildings and any related improvements, including without limitation, antenna equipment, cable wiring, back-up power sources (including generators and fuel storage tanks) and related fixtures.

(b) Tenant shall have the right to clear and thereafter to keep clear the Demised Premises of trees, bushes, rocks and crops. If the maintenance and ultimate removal of the Facility results in damage to any property of Landlord (other than as set forth herein) Tenant shall pay Landlord for such damage. Tenant agrees to co-operate with Landlord in the location of roads, gates and fences which access the Demised Premises.

(c) Tenant will at all times during the Initial Term and any continuation (collectively the "Lease Term") observe and conform to, in all material respects, all laws, ordinances, orders, rules and regulations now or hereafter made by any governmental authority for the time being applicable to the Demised Premises or any Improvement thereon or use thereof.

(d) Tenant shall limit ground-level lighting on equipment shelters and associated support buildings to one light. Tenant shall make reasonable efforts to shield or locate such ground-level lighting in such a manner as to not unreasonably interfere with Landlord's peaceful enjoyment of real property not subject to this Lease. Tenant shall

take reasonable steps to minimize noise caused by generators installed on the Demised Premises. Such generators shall be enclosed in a shelter and shall only be operated for testing or during power outages, unless Tenant notifies Landlord of more extended operation. Tenant shall fence the perimeter of the Demised Premises, provided, however, that such fencing shall not be located closer than fifty (50) feet from the existing fence on Landlord's remaining property. Tenant's activities pursuant to this Lease shall not alter runoff across the remaining property.

4. ACCESS.

Landlord hereby grants to Tenant, its licensees, subtenants, and assigns, the non-exclusive right seven (7) days a week, twenty-four (24) hours a day, during the Lease Term for ingress and egress to the Demised Premises (the "Right of Way"). The Right of Way is a non-exclusive right of way for Tenant, its agents, employees, sublessees, licensees, and business Visitors. Tenant shall not make any improvements or alterations to the Right-of-Way area without first getting the prior consent of Landlord, which consent shall not be unreasonably withheld.

5. ASSIGNMENT AND SUBLETTING.

Tenant shall have the right, at any time, and from time to time, during the term of this Lease (or any renewal or continuation hereof) to sublet space on the Facilities to any entity or third party, without Landlord's consent, provided that any such sublessor agrees to comply with Tenant's obligations hereunder; provided, however, any such sublease shall not release Tenant from any of its obligations and liabilities under this Lease.

6. TAXES.

Landlord shall be responsible for all real property taxes and assessments regarding the Demised Premises and shall cause the same to be paid when due, except that Tenant shall reimburse Landlord for any increase in the real property taxes or assessments incurred solely as a result of the fixtures and improvements hereafter placed on the Demised Premises by Tenant or its sublicensees or sublessees, Tenant shall be responsible for property taxes on personal property of Tenant at the Demised Premises and shall cause the same, to be paid when due.

7. INDEMNIFICATION.

As allowed by law, Tenant shall indemnify, defend and hold harmless Landlord (regardless of any covenant to insure by Tenant or Landlord) against and from any and all claims, liabilities, suits, damages of all types, expenses and reasonable attorney's fees of every nature and type arising out of or from (i) Tenant's use or occupancy of the Demised Premises or the right-of-way to and from the Demised Premises, (ii) the existence of the Facility, including but not limited to, any damage or injury sustained by landlord or Landlord's property due to lightening strikes resulting from the attraction of lightening by the Facility, (iii)

Tenant's breach of any obligation under this Lease, (iv) any Interference caused by Tenant with the existing communications facility located on Landlord's property, or (v) the negligence or conduct of Tenant or Tenant's agents, contractors, servants, employees, licensees, invitees, sublessors or assignees.

8. ENVIRONMENTAL WARRANTIES.

(a) Tenant warrants that it shall diligently work to prevent any spill or release of Hazardous Substances, Pollutants or Contaminants as defined in the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), or other similar state or federal environmental legislation; and in the event of a spill, pollution or contamination, Tenant shall notify Landlord in writing and Tenant shall immediately clean up any spill, pollution or contamination in accordance with all state and federal environmental or other regulations.

(b) Tenant warrants that it shall not (a) bury underground or discharge on the Demised Premises or Landlord's surrounding and adjacent property any Hazardous Substances, Pollutants or Contaminants; or (b) use the Demised Premises as a storage site for Hazardous Substances, Pollutants or Contaminants.

9. QUIET ENJOYMENT.

Landlord covenants that Tenant, upon paying the Rent and performing the covenants hereof on the part of the Tenant to be performed shall and may peaceably and quietly have, hold and enjoy the Demised Premises and all related appurtenances, rights, privilege and easements throughout the term hereof without any lawful hindrance by Landlord and any person claiming, by, through or under Landlord.

10. OWNERSHIP OF FACILITY / REMOVAL UPON TERMINATION.

The Facility shall be the property of and owned by Tenant. Landlord covenants and agrees that neither the Facility nor any part of the improvements on the Demised Premises shall become or be considered as being affixed to or a part of, the Demised Premises, any and all provisions and principals of law to the contrary notwithstanding, it being the specific intention of Landlord that the Facility and all improvements of every kind and nature on the Demised Premises shall be and remain the property of Tenant. Within ninety (90) days of the termination of this Lease, the Demised Premises shall be restored to a condition reasonably matching the condition existing prior to the construction, erection or placing on the Demised Premises of the communications tower, poles, guy wires and anchors, concrete footings, equipment shelters, any associated support buildings and any related improvements, all of which shall be removed, but Tenant shall not be required to replace any trees, shrubs or other vegetation that were removed.. Tenant shall continue to pay the monthly rent due under this Lease until Tenant has completed restoration activities on the Demised Premises

11. NOTICES.

All notices, demands, requests, or other communications which are required to be given, served or sent by one party to the other pursuant to this Lease shall be in writing, and shall be mailed, postage prepaid, by registered or certified mail, or by a reliable overnight courier service with delivery verification, to the following addresses or at such other address as may be designated in writing by either party:

If to Landlord: John and Diana Babicki
 5700 County Road 327
 Granger, Texas 76530

With a copy to: _____

If to Tenant: Judge Dan Gattis
 Williamson County Judge
 710 Main Street
 Georgetown, Texas 78626

With a copy to: Hal Hawes
 Counsel to Commissioners Court
 710 Main Street
 Georgetown, Texas 7862

In the case of an emergency, Landlord may contact Tenant as follows:

Patrick Cobb
Director of Emergency Communications
Williamson County, Texas
Office: (512) 943-1206
Mobile: (512) 205-2888

Notice given by U.S. Postal Service certified or registered mail or by reliable overnight courier shall be deemed delivered on the date of receipt (or on date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or such courier service. Tenant shall notify Landlord of any change in the contact information for the emergency contact above.

12. DEFAULT.

Either party hereunder shall be in default ("Default") under this Lease in the event that such party fails to perform any of its material obligations under this Lease and such failure continues for thirty (30) days ("Cure Period") after the other party gives written notice thereof to the defaulting party, provided, however, that in the event that more than thirty (30) days shall be required in order to cure any such Default, the defaulting party shall have an additional thirty (30) days ("Additional Cure Period") to cure such a default hereunder if the defaulting party shall have commenced and is diligently pursuing corrective action within the Cure Period. If the party in default fails to cure the default within the Cure Period (or within the Additional Cure Period if applicable), then the non-defaulting party may elect to immediately terminate this Lease and the non-defaulting party may also sue the defaulting party to recover all damages sustained as a result of such default, and the non-defaulting party may also pursue any other remedy available under applicable law, and each and all such remedies shall be cumulative. The non-defaulting party shall also be entitled to recover from the defaulting party all reasonable attorney's fees and expenses incurred as a result of the defaulting party's breach, which attorney's fees and expenses shall be due and owing by the defaulting party to the non-defaulting party regardless of whether any suit or litigation is filed between the parties.

13. PARTIES.

This Lease and the terms and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

14. CONDEMNATION.

If there is a condemnation of the Demised Premises (or a portion sufficient to render the Demised Premises unsuitable for Tenant's purposes), including, without limitation, a transfer of the Demised Premises by consensual deed in lieu of condemnation, then this Lease shall terminate upon transfer of title to the condemning authority, without further liability to either party hereunder, except that Tenant shall remove the Facility in accordance with this Lease. Landlord and Tenant shall be entitled to pursue their own separate condemnation awards with respect to any such taking.

15. MISCELLANEOUS.

(a) This Lease contains the entire agreement between Landlord and Tenant with respect to the subject matter hereof. There are merged herein all prior and collateral representations, promises, and conditions in connection with the subject matter hereof. Any representation, promise, or condition not incorporated herein shall not be binding upon either party. This Lease supersedes and is in lieu of all existing agreements or arrangements between the parties,

(b) The unenforceability of any provision hereof shall not effect the remaining provisions of this Lease, but rather such provision shall be severed and the remainder of the Lease shall remain in full force and effect.

(c) This Lease shall not be modified, extended or terminated (other than as set forth herein) except by an Instrument duly signed by Landlord and Tenant.

(d) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but together shall constitute a single instrument.

(e) This Lease shall be governed by the laws of the State of Texas, and any suit, litigation or other proceeding arising or filed between the parties in connection with this Lease shall be filed exclusively in Williamson County, Texas, which is the County where this Lease has been drafted, negotiated and executed, in whole or in part; provided, however, any suit for forcible entry and detainer shall be filed in the County where the Demised Premises is located.

16. RECORDING OF LEASE.

Either party may cause an original hereof to be recorded in the land records for the county in which the Demised Premises are located.

17. ADDITIONAL TERMS.

(a) Upon acceptance of the Demised Premises, Tenant warrants and represents it has had full opportunity to conduct, and has conducted, such investigations and examinations of the Demised Premises and the surrounding land of the Landlord as Tenant has deemed fit. Upon delivery of possession of the Demised Premises, Tenant shall accept the Demised Premises in their present condition, AS IS, WHERE IS, and Tenant fully releases Landlord with respect to any responsibility or liability on account of any aspect of the physical condition or state of the Demised Premises in any respect, including any hidden defects or hazardous substances. Landlord makes no representation or warranty with respect to the physical condition of the Demised Premises. Tenant acknowledges that neither Landlord nor its agents, owners or representatives have made any representations or warranties as to the suitability or fitness of the Demised Premises for the conduct of Tenant's contemplated use or for any other purpose, nor has Landlord or its agents, owners or representatives agreed to undertake any alterations or construct any improvements to the Demised Premises. In leasing the Demised Premises, tenant relies only on tenant's examination and judgment, not on any statement or representation of any other person as to value, future value, condition, size, age, use or any other matter.

(b) All improvements constructed on the Demised Premises and all personal property of Tenant and Tenant's employees, subcontractors, agents, business invitees, licensees, sublessees, assignees, customers, clients, guests or trespassers, in and on the Demised Premises, shall be and remain at the sole risk of said parties. LANDLORD SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY TO TENANT. TENANT'S

EMPLOYEES, SUBCONTRACTORS, AGENTS, BUSINESS INVITEES, LICENSEES, SUBLESSEES, ASSIGNEES, CUSTOMERS, CLIENTS, GUESTS OR TRESPASSERS, ARISING FROM THE USE, OCCUPANCY AND CONDITION OF THE DEMISED PREMISES.

(c) Tenant hereby waives any and all rights of recovery, claim, action or cause of action, against Landlord or Landlord's property, for any loss or damage that may occur to the demised premises, the facility or any of Tenant's property located on or about the demised premises, regardless of the cause of such damage or loss, EXCEPT THAT LANDLORD SHALL BE RESPONSIBLE TO TENANT FOR ANY INTENTIONAL OR WILFUL ACT OF THE LANDLORD THAT IS TAKEN WITH THE INTENT TO CAUSE HARM OR DAMAGE TO TENANT OR TENANT'S PROPERTY.

(d) Notwithstanding any provision in this Lease to the contrary, Tenant may terminate this Lease at any time by giving ninety (90) days advanced written notice to Landlord without further liability if Tenant does not obtain all permits or other approvals (collectively "approval") required from any governmental authority or any easements required from any third party to operate the Facility or if any such approval is cancelled, expires or is withdrawn or terminated, or if Landlord fails to provide proper ownership of the Demised Premises or authority to enter into this Lease, or if Tenant, for any other reason, in its sole discretion, determines that it will be unable to use the Demised Premises. Upon termination, all prepaid rent will be retained by Landlord unless such termination is due to Landlord's failure of proper ownership or authority, or such termination is a result of Landlord's default. Upon any such termination, Tenant shall be responsible and liable to Landlord for all unpaid rent accrued through the date of termination, and Tenant shall be responsible for removing the Facility and restoring the Landlord's land as required in Paragraph 10 above, and the indemnity agreement made by Tenant in favor of Landlord shall remain in effect for all claims that arise with respect to the period that the Lease was in effect.

EXECUTED AND AGREED TO as of the _____ day of _____, 2011.

LANDLORD:

TENANT:

WILLIAMSON COUNTY, TEXAS

Dan A. Gattis, County Judge