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PENNINGTON LAW FIRM, LLC

SUMMER HALL
PARALEGAL
SUMMERHALL@PENNLAWFIRM.COM

July 10, 2015

VIA OVERNIGHT EXPRESS

Commissioner Prestage, Precinct 2
c/o Ms. Katie L. Herrington, Staff Director
303 Texas Parkway Suite 213
Missouri City, TX 77459

RE: LAND LEASE AGREEMENT BETWEEN FORT BEND COUNTY AND GTE
MOBILNET OF SOUTH TEXAS LIMITED PARTNERSHIP D/B/A VERIZON
WIRELESS

(TRAMMEL SITE / PC LAW NO. 1127-1222)

Dear Ms. Herrington:

I hope this letter finds you well. Enclosed for signature please find two (2) Land Lease Agreements and three (3) Memoranda of Land Lease Agreement for the above-referenced site. Please have these documents executed and return one (1) original Land Lease Agreement and two (2) original Memoranda of Land Lease Agreement to my attention for Verizon Wireless' records. A **prepaid FedEx envelope** is enclosed for your convenience.

If you have any questions or comments, or if you need additional information, please do not hesitate to contact me.

Sincerely,

PENNINGTON LAW FIRM, L.L.C.

Summer Hall
Summer Hall

Enclosures

R:\HOUSTON\COLOS AND LAND LEASES\Trammel\Fort Bend County Letter (PE Docs).docx

1501 Main Street, Suite 600 (29201)
Post Office Box 2844, Columbia, South Carolina 29202
Telephone: 803-929-1070 Fax: 803-929-1075

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7/31/2015 – Three originals sent to Norma Weaver, Purchasing

LAND LEASE AGREEMENT

This Agreement, made this ___ day of _____, 2015 ("Effective Date") between **Fort Bend County**, a body corporate and politic under the laws of the State of Texas, by and through its Commissioners Court, with an address of 301 Jackson Street, Richmond, Texas 77469, hereinafter designated LESSOR and **GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless**, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WHEREAS, the LESSOR is the owner of certain real property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 9555 Hwy 6 South, Missouri City, Texas 77459, in Fort Bend County, Texas, and known as Kitty Hollow Park, hereinafter referred to as the "Property;" and

WHEREAS, LESSEE desires to lease a portion of the Property, to be determined by survey obtained by LESSEE, for the establishment of a telecommunications structure and facility, hereinafter referred to as the "Land Space", and

WHEREAS, LESSOR represents that such lease of County property is authorized pursuant to RFP 13-064.

NOW THEREFORE, in consideration of the terms, conditions and rentals herein set forth, LESSOR and LESSEE agree to the following:

1. **PREMISES.** LESSOR hereby leases to LESSEE the Land Space together with the non-exclusive right (the "Right of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over and along a right-of-way varying in width extending from the nearest public right-of-way, State Highway 6, to the Land Space, such Right of Way being along a route that runs along and across LESSOR's existing asphalt driveway and parking area used as the county park road, and then continuing across a new county park road (the "New County Park Road") to be constructed by LESSOR following the Effective Date of this Agreement, such Right of Way being as shown on Exhibit "B" attached hereto and incorporated herein. Additionally, LESSOR hereby grants to LESSEE the non-exclusive right (the "Utility Easement") to install and maintain utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, as shown on Exhibit B attached hereto. The Land Space, Right of Way and Utility Easement (hereinafter collectively referred to as the "Premises") are substantially as described herein in Exhibit "A" attached hereto and made a part hereof, and as shown on Exhibit B attached hereto.

In the event any public utility is unable to use the Right of Way for Utilities, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR shall pay for all costs incurred in connection with the construction and subsequent maintenance of the "New County Park Road". The New County Park Road shall be located and run from the northwestern edge of LESSOR's existing parking area to LESSEE's Land Space as depicted in Exhibit B. Notwithstanding the metes and bounds description and depiction contained in Exhibits A and B, Verizon Wireless' Right of Way will be over and along the New County Park Road. The Parties reserve the right in the future to conduct an as built survey and amend the Agreement to reflect any potential deviations to Verizon Wireless' Right of Way along the New County Park Road. The New County Park Road shall be of a quality equal to or greater than the quality of the existing county park roads located on the Property. LESSOR agrees and acknowledges that LESSOR is constructing the New County Park Road for LESSOR's own purposes. LESSOR shall begin construction of the New County Park Road as soon as possible, but no later than thirty (30) days following receipt of the rental payment required in in Section 3 herein. Further, Lessee shall complete the New County Park Road such that it is fully usable by LESSEE within eight (8) weeks weather permitting following the date LESSOR begins construction of the New County Park Road as required herein. Within thirty (30) days of completion of the New County Park Road, LESSOR shall provide to LESSEE written documentation demonstrating in detail the total cost to construct the New County Park Road (the "Construction Costs"). The Construction Costs shall not take into account the value of the time or wages paid to LESSOR employees utilized for this purpose. The LESSOR will have full ownership of the "New County Road".

2. SURVEY. LESSOR also has granted to LESSEE the right to survey the Property and the Premises, and said survey is attached hereto as Exhibit "B" and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time a one-time upfront rental payment for the Term (as hereinafter defined) of the Agreement shall be due at a total amount of TWO HUNDRED FIFTY THOUSAND Dollars (\$250,000.00) to be paid to LESSOR within thirty (30) days of the Commencement Date. The Commencement Date shall be the first (1st) day of the month following full execution of this Agreement by both Parties. If this Agreement is terminated for any reason other than an uncured default by LESSEE, the upfront rental payment, minus the Construction Costs incurred by the LESSOR to create and construct the New County Park Road (the "Net Rent Payment Amount"), shall be repaid on a prorated basis to LESSEE within thirty (30) days of the effective date of the termination (the "Prorated Refund Amount"). The Prorated Refund Amount shall be determined by dividing the number of months (rounded up for a partial month) remaining in the Term of the Agreement after the date of termination, by the total potential term of twenty (20) years, which is two hundred forty (240) months, multiplied by the Net Rent Payment Amount.

4. EXTENSIONS. This Agreement shall be automatically extended for three (3) additional five (5) year terms unless LESSEE provides written notice of its intent to terminate the Agreement 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. USE; COMMUNICATIONS EQUIPMENT. LESSOR hereby grants permission to LESSEE to construct such improvements and to operate such equipment reasonably required by LESSEE for use of the Land Space as a telecommunications facility, including but not limited to the following equipment, and to engage in the following activities on or about the Land Space (a) construction of a facility for the operation of radio and microwave communications on real property consisting of a telecommunications structure and building(s)/equipment pads for communications equipment, including a generator(s), necessary to operate such structure, which structure and building may be enclosed by a wooden fence; (b) installation of flexible coaxial transmission lines between antennae and telecommunications equipment, (c) installation of radio communications equipment consisting of transmitters, receivers and accessories to be installed at the base of the telecommunications structure, (d) construction of a wooden fence to enclose all improvements, including the telecommunications structure, building(s) and all equipment; and (e) construction and installation of any and all equipment, supplies or materials related to the foregoing.

The telecommunications structure and all of LESSEE's equipment, buildings, fences, panels, generators, cables, wires, antennae, microwave dishes, accessories and anything listed in (a) through (e) above shall hereinafter be collectively referred to as "Communications Equipment" or "Communications Center", as appropriate.

LESSEE shall have the right to replace, repair, add or otherwise modify its Communications Equipment, including but not limited to its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term.

6. TAXES. LESSEE shall pay annually any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE 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 LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE 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 LESSOR or LESSEE respectively at the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR 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.

LESSEE 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 LESSEE is wholly or partly responsible for payment. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes

previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

7. GOVERNMENTAL APPROVALS. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. In addition, LESSEE shall have the right to terminate this Agreement without penalty at any time and for any reason prior to the date LESSEE commences installation of the equipment on the Premises, effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE in such notice.

8. INDEMNIFICATION.

a. LESSEE shall indemnify and hold harmless LESSOR from and against any and all claims, suits, causes of action and damages of any kind or nature, arising from, or relating to Lessee's use of the Premises unless such claim or damage is the result of the act, omission or negligence of LESSOR.

b. To the extent allowed by law LESSOR hereby assumes liability for, and agrees to defend, indemnify and hold harmless, LESSEE and LESSEE's agents, contractors and employees from and against, all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including court costs and reasonable attorney's fees) resulting from any injuries to or death of any person or damage to any property occurring during the Term in or about the Property resulting from or arising out of the negligence or willful misconduct of LESSOR, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the LESSEE, or its employees, contractors or agents.

9. INSURANCE.

a. LESSEE shall obtain and maintain throughout the term of this lease, a certificate of insurance indicating coverage in the amounts stated below. All policies shall be underwritten by insurance companies maintaining A.M. Best's ratings of A-VII or higher on insurance of the following types and minimum limits:

- (i) Worker's Compensation insurance in accordance with the laws of the State of Texas. Substitute policies other than Workers' Compensation Insurance will not be allowed.
- (ii) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- (iii) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- (iv) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- (v) LESSEE is responsible to maintain fire and extended coverage insurance on all personal property belonging to LESSEE located on the Premises.

b. LESSOR and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Employer's Liability.

c. LESSEE shall deliver to LESSOR, prior to the Commencement date, certificates or affidavits of such insurance. LESSEE shall deliver to LESSOR certificates or affidavits of renewal at least 10 days after the expiration date of each such policy.

d. LESSEE and LESSOR hereby waive all claims, rights of recovery and causes of action that either party or any party claiming by, through or under such party may now or hereafter have by subrogation or otherwise against the other party for any loss or damage that may occur to the Premises, LESSEE's improvements or any of the contents of any of the foregoing by reason of fire or other casualty, or by reason of any other cause except gross negligence or willful misconduct (thus including simple negligence of the parties hereto or agents, employees or contractors), that could have been insured against under the terms of (1) in the case of LESSOR, the standard fire and extended coverage insurance policies available in Texas at the time of the casualty and (2) in the case of LESSEE, the fire and extended coverage insurance policy required to be obtained and maintained under 9 (a); provided however, that the waiver set forth in this 9 (d) shall (i) be ineffective against any insurer of LESSOR or LESSEE to the extent that the waiver is

prohibited by the laws or insurance regulations of Texas or would invalidate any insurance coverage of LESSOR or LESSEE and (ii) not apply to any deductibles on insurance policies carried by LESSOR or to any coinsurance penalty which LESSOR might sustain. LESSOR and LESSEE hereby agree to cause (if available) an endorsement to be issued to their respective insurance policies recognizing this waiver of subrogation.

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. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other licensed wireless communications providers of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all reasonable steps necessary to correct and eliminate the interference, including but not limited to, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants, occupants, or users of the Property who currently have or in the future take possession of, all or a part of, the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. 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.

12. REMOVAL OF PROPERTY. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 31 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay a pro-rata portion of the initial rent on a monthly basis, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

13. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 12 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 12 and this Paragraph 13, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 12 shall equal to the pro-rata portion of the initial rent.

14. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

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

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

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

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

19. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of Texas.

20. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

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

LESSOR: Fort Bend County
ATTN: County Judge
401 Jackson St., First Floor
Richmond, Texas 77469

Copy to: Facilities Management & Planning
301 Jackson Street
Richmond, Texas 77469
Attention: Director

LESSEE: GTE Mobilnet of South Texas Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

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

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. LESSOR shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE 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 Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR 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, LESSEE will execute an agreement for Lender's benefit in which LESSEE (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 Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

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

25. DEFAULT.

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

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

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, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If either Party so performs any of the defaulting Party's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by the non-defaulting Party shall immediately be owed by the defaulting Party, and the defaulting Party shall pay upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws.

27. ENVIRONMENTAL. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises. LESSEE shall be responsible for addressing any environmental condition or contamination resulting from its activities to the extent required by law to allow the use of the property and for third party damages resulting from any environmental condition or contamination. Notwithstanding the foregoing, LESSEE shall not be responsible for any environmental conditions or contamination that existed on the effective date of this Agreement or that resulted after the effective date of this Agreement except to the extent resulting from the activities of LESSEE or parties acting on behalf of the LESSEE.

28. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement.

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 Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority to the extent the LESSOR is reimbursed for said damages by the condemning authority.

30. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

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

32. SURVIVAL. The provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall 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.

[SIGNATURES TO FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

LESSOR

Fort Bend County

By: 

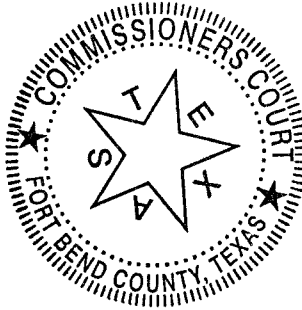
Name: Robert E. Hebert

Title: County Judge

Date: July 28, 2015

ATTEST:


Laura Richard, County Clerk



APPROVED: ~~_____~~

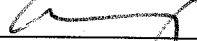
~~James Knight, Director
County Facilities Management & Planning~~

LESSEE:

**GTE Mobilnet of South Texas
Limited Partnership d/b/a
Verizon Wireless**

**By San Antonio MTA, L.P., Its
General Partner**

**By Verizon Wireless Texas, LLC, Its
General Partner**

By: 

Name: Aparna Khurjekar

Title: Area Vice President Network

Date: 7/8/15

Exhibit "A"

(Description of Premises within Property)

Exhibit A
Page 1 of 2

LESSEE LAND SPACE

STATE OF TEXAS §

COUNTY OF FORT BEND §

A METES & BOUNDS description of a certain 0.0574 acre tract of land situated in the Elijah Roark League Survey, Abstract No.77 in Fort Bend County, Texas, being out of a called 455.0989 acre tract of land described by deed to Fort Bend County, Texas, as recorded in the Clerks File No. 9217763 Official Records of Fort Bend County, Texas, said 0.0574 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a found 5/8-inch iron rod with cap stamped "Miller" in the southwest line of Palm Harbour Drive, said rod marking the northerly most corner of Restricted Reserve "C" of Lake Shore Harbour, Sec. 3 from which a 5/8" iron rod with cap stamped "Miller" bears S 32°37'43" E marking the point of tangency of a curve to the right in the southwest line of Palm Harbour Drive also being a corner of lot 34, Block 1, as shown in Clerks file No. 20060040, Official Public Records of Fort Bend County, Texas;

THENCE, South 57°22'08" West 135.01 feet, along the north line of the said Restricted Reserve "C" to a point, said point also being the westerly most corner of Restricted Reserve "B" of said Lake Shore Harbour, Sec. 3;

THENCE, North 32°37'49" West, 11.68 feet, along said Restricted Reserve "B" to a point, said point also being the most easterly line of a 0.1780 acre tract;

THENCE, South 52°43'01" West, 387.65 feet along said 0.1780 acre tract to the POINT OF BEGINNING, being a set 5/8-inch iron rod (with cap stamped "Cotton Surveying") for corner;

THENCE, South 56°47'29" West, 50.00 feet to a set 5/8-inch iron rod (with cap stamped "Cotton Surveying") for corner;

THENCE, North 33°12'31" West, 50.00 feet to a set 5/8-inch iron rod (with cap stamped "Cotton Surveying") for corner;

THENCE, North 56°47'29" West, 50.00 feet to a set 5/8-inch iron rod (with cap stamped "Cotton Surveying") for corner;

THENCE, South 33°12'31" East, 50.00 feet to the POINT OF BEGINNING, CONTAINING 0.0574 acres of land in Fort Bend County, Texas, as shown on Drawing No. 9166 in the office of Cotton Surveying in Houston, Texas.

Lessee's Utility Easement

STATE OF TEXAS §

COUNTY OF FORT BEND §

A METES & BOUNDS description of a certain 0.1774 acre tract of land situated in the Elijah Roark League Survey, Abstract No.77 in Fort Bend County, Texas, being out of a called 455.0989 acre tract of land described by deed to Fort Bend County, Texas, as recorded in the Clarke File No. 9217763 Official Records of Fort Bend County, Texas, said 0.1774 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a found 5/8-inch iron rod with cap stamped "Miller" in the southwest line of Palm Harbour Drive, said rod marking the northerly most corner of Restricted Reserve "C" of Lake Shore Harbour, Sec. 3 from which a 5/8" iron rod with cap stamped "Miller" bears S 32°37'43" E, 533.64 feet;

THENCE, South 57°22'08" West 135.01 feet, along the north line of said Restricted Reserve "C" and the north line of Restricted Reserve "B" of said Lake Shore Harbour, Sec. 3 to a set 5/8-inch iron rod (with cap stamped "Cotton Surveying") at the POINT OF BEGINNING of the herein described tract, said point also being the westerly most corner of said Restricted Reserve "B";

THENCE, South 32°37'49" West, 20.00 feet, along said Restricted Reserve "B" to a set 5/8-inch iron rod (with cap stamped "Cotton Surveying") ;

THENCE, South 57°24'04" West 386.37 feet to a set 5/8-inch iron rod (with cap stamped "Cotton Surveying") for corner, also being the eastern most corner of a proposed 0.0574 acre tract;

THENCE, North 33°12'31" West 20.00 feet along the northeast line of said 0.0574 acre tract to a set 5/8-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 57°24'04" East 386.57 feet to the POINT OF BEGINNING, CONTAINING 0.1774 acre of land in Fort Bend County, Texas as shown on Drawing No. 9160 in the office of Cotton Surveying in Houston, Texas.

24. The proposed Lessee's Right of Way for Ingress/Egress to the Lessee's Land Space as depicted in the separate model prepared by Cotton Surveying Co. and included in Exhibit B and will commence at the north line of Highway 6, thence continue through a paved route (including an existing driveway and parking lots) to the end of the existing pavement. The Lessee's Right of Way for Ingress/Egress will then continue along a route as shown hereon, which will be designated as "New County Park Road".

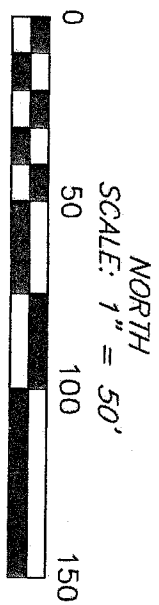
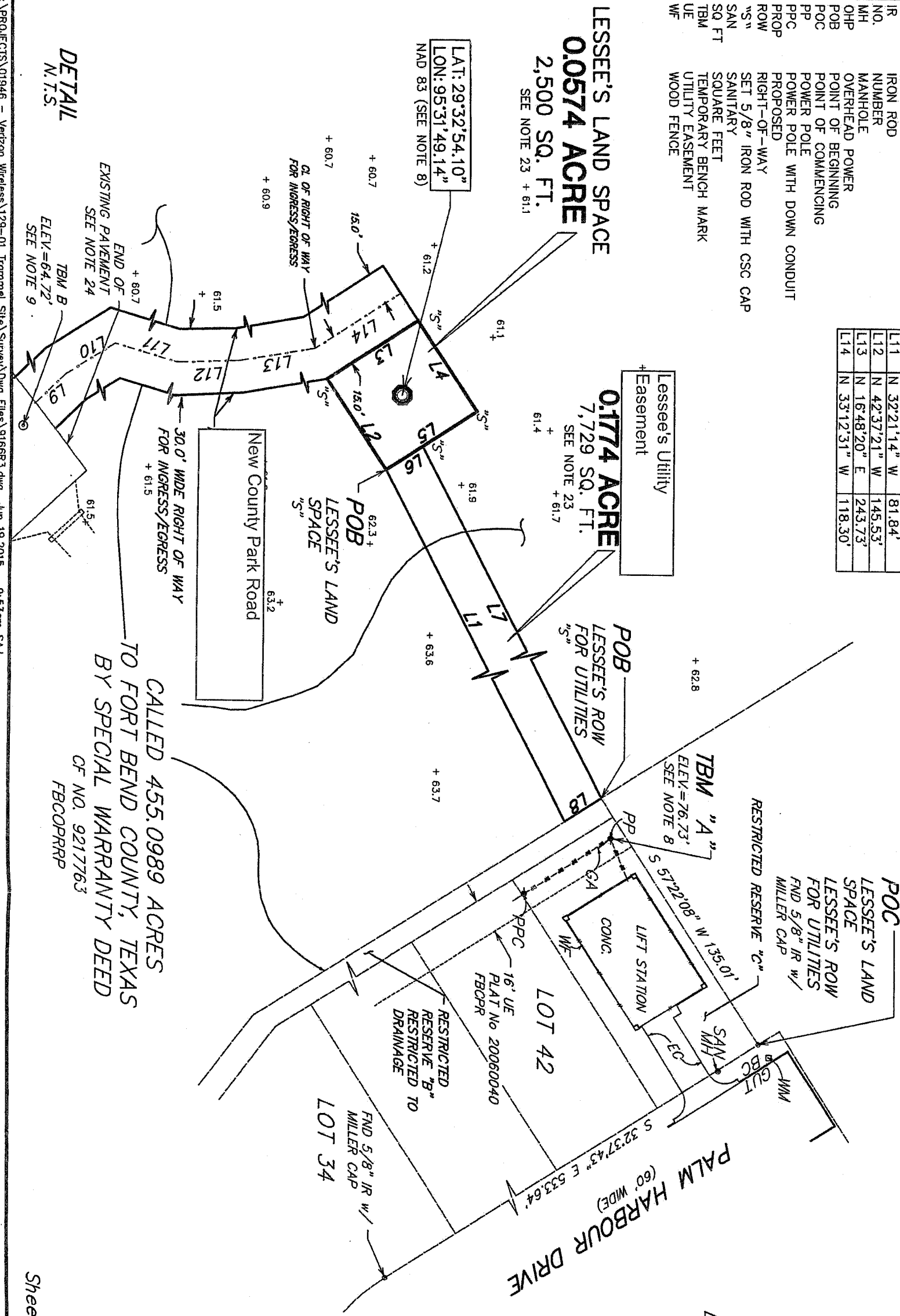
Exhibit "B"
(Survey of Premises within Property)

LEGEND

- BC BACK OF CURB
- CF CLERKS FILE
- CL CENTERLINE
- CONC CONCRETE
- EC EDGE OF CONCRETE
- ELEV ELEVATION
- FBCOPRRP FORT BEND COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
- FBCPR FORT BEND COUNTY PLAT RECORDS
- FC FILM CODE
- FND FOUND
- GA GUY ANCHOR
- IR IRON ROD
- NO. NUMBER
- MH MANHOLE
- OHP OVERHEAD POWER
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING
- PP POWER POLE
- PPC POWER POLE WITH DOWN CONDUIT PROPOSED
- ROW RIGHT-OF-WAY
- RS SET 5/8" IRON ROD WITH GSC CAP
- SS SANITARY
- SAN SQUARE FEET
- SO FT TEMPORARY BENCH MARK
- TBM UTILITY EASEMENT
- UE UTILITY EASEMENT
- WF WOOD FENCE

LINE	BEARING	DISTANCE
L1	S 57°24'04" W	386.37'
L2	S 56°47'29" W	50.00'
L3	N 33°12'31" W	50.00'
L4	N 56°47'29" E	50.00'
L5	S 33°12'31" E	50.00'
L6	N 33°12'31" W	20.00'
L7	N 57°24'04" E	386.57'
L8	S 32°37'49" E	20.00'
L9	S 31°52'42" E	50.06'
L10	N 09°54'06" W	119.17'
L11	N 32°21'14" W	81.84'
L12	N 42°37'21" W	145.53'
L13	N 16°48'20" E	243.73'
L14	N 33°12'31" W	118.30'

RESIDUE OF A CALLED 262.296 ACRES
TO WICKSBURG ESTATES, LTD
BY SPECIAL WARRANTY DEED
OF NO. 1999082607
FBCOPRRP



LAKE SHORE HARBOUR
SEC. 3
FC NO. 20060040
FBCPR

CALLLED 455.0989 ACRES
TO FORT BEND COUNTY, TEXAS
BY SPECIAL WARRANTY DEED
OF NO. 9217763
FBCOPRRP

LAND TITLE SURVEY
OF
TRAMMEL SITE
BEING
PROJECT No: 2012791276
SITE ID: 260671
0.0574 OF AN ACRE
OUT OF THE
ELIJAH ROARK LEAGUE, A-77
FORT BEND COUNTY, TEXAS
APRIL 2015



COTTON SURVEYING COMPANY
6335 Gulfon, Suite 103
Houston, Texas 77061-1169
Office (713) 981-0275
A Jones & Carter Company
Austin • Brenham • Bryan • Dallas • Houston
Rosenberg • San Antonio • The Woodlands
Texas Board of Professional Land Surveying
Registration No. 100461-00

DETAIL
N.T.S.

General Notes:

1. Reference an Abstractor's Certificate prepared by Texas Abstract Services, Control No. 18532, certified through November 24, 2013. No additional research for easements or encumbrances was performed by Cotton Surveying Company. Also reference a Nothing Further Certificate dated December 12, 2014, Control number 19318 prepared by Texas Abstract Services.
2. Research for Adjoiner tracts was performed by Texas Abstract Services certified through November 24, 2013.
3. This survey does not provide any determination concerning wetlands, fault lines, toxic waste or any other environmental issues. Such matters should be directed by the client or prospective purchaser to an expert consultant.
4. Bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83.
5. This survey does not provide any determination concerning wetlands, fault lines, toxic waste or any other environmental issues. Such matters should be directed by the client or prospective purchaser to an expert consultant.
6. According to Map No. 481570720J of the Federal Emergency Management Agency's Flood Insurance Rate Maps for Fort Bend County Texas and Unincorporated areas dated January 3, 1997, the subject tract is situated within: Zone "A", defined as special flood hazard area inundated by the 100-year flood with no base elevations determined.
7. The FEMA website (www.msc.fema.gov) was checked on January 27, 2014. At this time 27 LOMC were reported, none of which are located on the subject tract.
8. This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
9. Elevations shown hereon are based on National Geodetic Survey Monument Designation: HCGSD 73 PID No.: AWS464
 Latitude 29°30'29.33" North
 Longitude 95°30'35.94" West
 NAD 83
 Elevation 61.45 feet, NAVD 88
10. Temporary Benchmark A being a railroad spike set in a power pole on the westerly side of Restricted Reserve A of Lake Shore Harbour, Section three, also being approximately 127 feet southwest of the westerly most back of curb of Palm Harbour Drive at its northern ending point.
 Elevation = 76.73 feet, NAVD (GEOID 12A).
11. Temporary Benchmark B being a "PK" nail with washer stamped "Cotton Surveying" set in the centerline end +/- of Kitty Hollow Park Road.
 Elevation = 64.72 feet, NAVD (GEOID 12A).
12. Visible improvements/utilities were located with this survey, no subsurface probing, excavation or exploration was performed for this survey.
13. Said abstractors certificate mentions an Easement as set out and granted to Fort Bend County Drainage District and recorded in Volume 847, Page 344 of the Deed Records of Fort Bend County, Texas, said easement is located west of and does not affect the Lessee's Land Space.
14. Said abstractors certificate mentions an Easement as set out and granted to Fort Bend County Drainage District and recorded in Volume 860, Page 323 of the Deed Records of Fort Bend County, Texas, said easement is located north of and does not affect the Lessee's Land Space.
15. Said abstractors certificate mentions an Easement as set out and granted to Fort Bend County Drainage District and recorded in Volume 1207, Page 182 of the Deed Records of Fort Bend County, Texas. The Lessee's Land Space, Right of way for Utilities, and the route for Ingress/Egress is a portion of the easement area (Exhibit A) reflected in this document.
16. Said abstractors certificate mentions an Easement as set out and granted to Fort Bend County Drainage District and recorded in Volume 574, Page 735 of the Deed Records of Fort Bend County, Texas. The Lessee's Land Space is a portion of the Herrmann Hospital Estate described in the description for the "Third Tract" in said document.

General Notes (continued):

15. Said abstractors certificate mentions an Easement as set out and granted to Fort Bend County Drainage District and recorded in Volume 336, Page 602 of the Deed Records of Fort Bend County, Texas, said easement is located north of and does not affect the Lessee's Land Space.
16. Said abstractors certificate mentions an Easement as set out and granted to Dow Chemical Company and recorded in Volume 228, Page 353 of the Deed Records of Fort Bend County, Texas, said easement is located outside of the subject tract.
17. Said abstractors certificate mentions an Easement as set out and granted to Texas Eastern Transmission Corporation and recorded in Volume 270, Page 458 and amended by Volume 587, Page 102 of the Deed Records of Fort Bend County, Texas, said easement is located north of and does not affect the Lessee's Land Space.
18. Said abstractors certificate mentions an Easement as set out and granted to Texas Eastern Transmission Corporation and recorded in Volume 270, Page 102 of the Deed Records of Fort Bend County, Texas, said easement is located north of and does not affect the Lessee's Land Space.
19. Said abstractors certificate mentions an Easement as set out and granted to Phillips Pipe Line Company and recorded in Volume 310, Page 443 of the Deed Records of Fort Bend County, Texas is located west of and does not affect the Lessee's Land Space.
20. Said abstractors certificate mentions an Easement as set out and granted to S.M. Briscoe and recorded in Volume 87, Page 542 of the Deed Records of Fort Bend County, Texas. The Lessee's Land Space is a portion of the land conveyed by Instrument recorded in Volume 526, Page 75 Fort Bend County Deed Records. This easement is over and across the land described in Volume 526, Page 75 Fort Bend County Deed Records and cannot be located by the description contained in this document. Additional field work and underground utility locating will be required to locate this easement.
21. Said abstractors certificate mentions an Easement as set out and granted to Gulf Pipe Line Company and recorded in Volume 102, Page 419 and amended by Volume 315, Page 629 of the Deed Records of Fort Bend County, Texas, said easement is located northwest of and does not affect the Lessee's Land Space.
22. Said abstractors certificate mentions a Non-Exclusive Easement as set out and granted to Communities Foundation of Texas, Inc. and recorded in Clerk's File No.9217761 of the Official Records of Fort Bend County, Texas. The Lessee's Land Space is a portion of the 455.0989 acre tract described in this tract.
23. The square footage totals as shown hereon are based on the mathematical closure of the course and distances reflected on this survey. It does not include the tolerances that may be present due to position accuracy of the boundary monuments shown hereon.
24. The proposed Lessee's Right of Way for Ingress/Egress to the Lessee's Land Space as depicted in the separate model prepared by Cotton Surveying Co. and included in Exhibit B and will commence at the north line of Highway 6, thence continue through a paved route (including an existing driveway and parking lots) to the end of the existing pavement. The Lessee's Right of Way for Ingress/Egress will then continue along a route as shown hereon, which will be designated as "New County Park Road".
25. The Third Party Easement to CenterPoint Energy Houston Electric, LLC recorded in No. 2014012266 of the Fort Bend County Official Public Records of Real Property is located the north line of a subdivision that is near Texas State Highway 6. This easement does not affect the Lessee's Land Space, the Lessee's Right of way for Utilities, or the Lessee's route for Ingress/Egress.
26. The easement described in Volume 87, Page 542 of the Fort Bend County Deed Records cannot be located by the description in the recorded document, it is an "over and across" easement. There were no visible indication of a pipeline within the Lessee's Land Space or the Lessee's Right of Way for Utilities at the time of the survey.
27. The Pipeline easement described in Volume 268 Page 529 of the Fort Bend County Deed Records is located approximately 1500 feet north of the Lessee's Land Space and the Lessee's Right of way for Utilities, and therefore does not affect the Lessee's Land Space and the Lessee's Right of way for Utilities.
28. The 0.370 acre tract described in Clerk's File No. 9626369 of the Fort Bend County Official Public Records of Real Property is located approximately 1000 feet northeast of the Lessee's Land Space and the Lessee's Right of way for Utilities and therefore does not affect the Lessee's Land Space and the Lessee's Right of way for Utilities.

LESSEE LAND SPACE

STATE OF TEXAS §
 COUNTY OF FORT BEND §

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THENCE, South 57°22'08" West 135.01 feet, along the north line of the said Restricted Reserve "C" to a point, said point also being the westerly most corner of Restricted Reserve "B" of said Lake Shore Harbour, Sec. 3;

THENCE, North 32°37'49" West, 11.68 feet, along said Restricted Reserve "B" to a point, said point also being the most easterly line of a 0.1780 acre tract;

THENCE, South 52°43'01" West, 387.65 feet along said 0.1780 acre tract to the POINT OF BEGINNING, being a set 5/8-inch iron rod (with cap stamped "Cotton Surveying") for corner;

THENCE, South 56°47'29" West, 50.00 feet to a set 5/8-inch iron rod (with cap stamped "Cotton Surveying") for corner;

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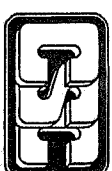
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LAND TITLE SURVEY
 OF
TRAMMEL SITE

BEING
 PROJECT No: 2012791276
 SITE ID: 260671

0.0574 OF AN ACRE

OUT OF THE
ELIJAH ROARK LEAGUE, A-77
 FORT BEND COUNTY, TEXAS
 APRIL 2015



COTTON SURVEYING COMPANY
 6305 Gulfon, Suite 103
 Houston, Texas 77061-1169
 Office (713) 981-0276

a Jones & Carter Company
 Austin • Breunert • Bryan • Dallas • Houston
 Rosenberg • San Antonio • The Woodlands
 Texas Board of Professional Land Surveying
 Registration No. 100461-00

Lessee's Utility Easement

STATE OF TEXAS §
 COUNTY OF FORT BEND §

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THENCE, South 57°22'08" West 135.01 feet, along the north line of said Restricted Reserve "C" and the north line of Restricted Reserve "B" of said Lake Shore Harbour, Sec. 3 to a set 5/8-inch iron rod (with cap stamped "Cotton Surveying") at the POINT OF BEGINNING of the herein described tract, said point also being the westerly most corner of said Restricted Reserve "B";

THENCE, South 32°37'49" West, 20.00 feet, along said Restricted Reserve "B" to a set 5/8-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 57°24'04" West 386.37 feet to a set 5/8-inch iron rod (with cap stamped "Cotton Surveying") for corner, also being the eastern most corner of a proposed 0.0574 acre tract;

THENCE, North 33°12'31" West 20.00 feet along the northeast line of said 0.0574 acre tract to a set 5/8-inch iron rod (with cap stamped "Cotton Surveying");

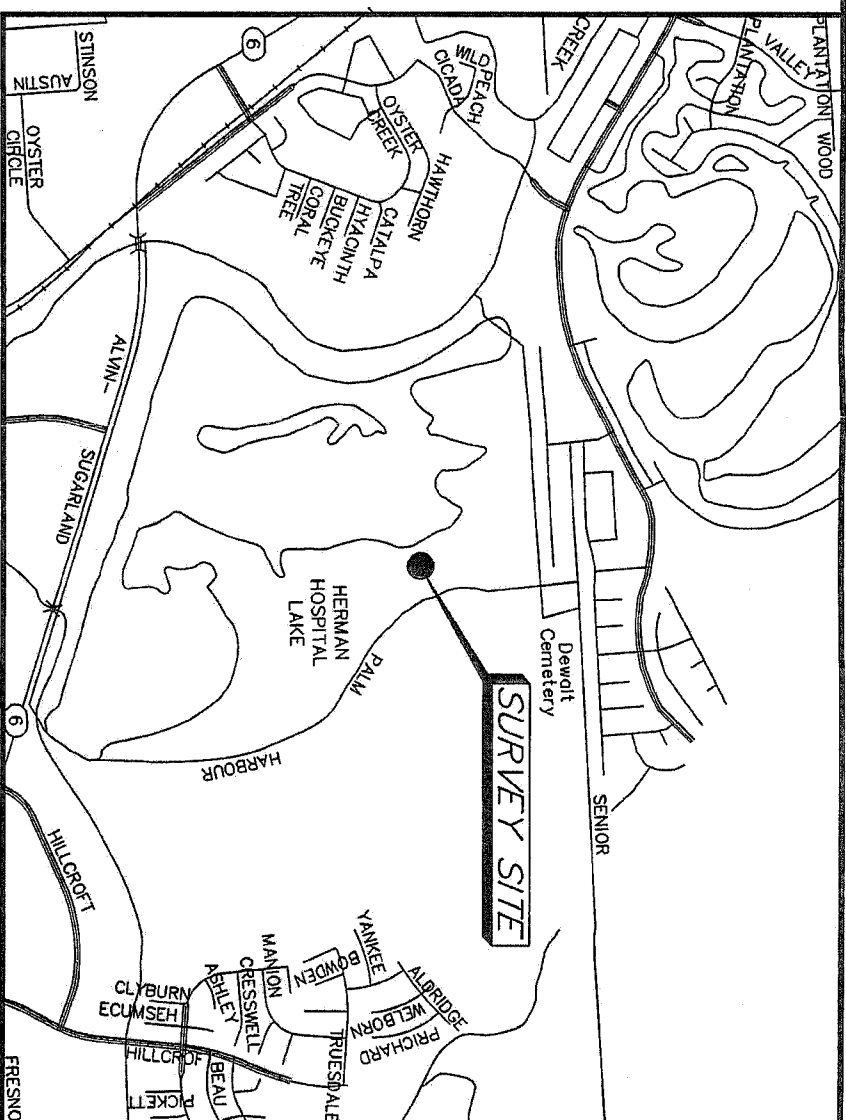
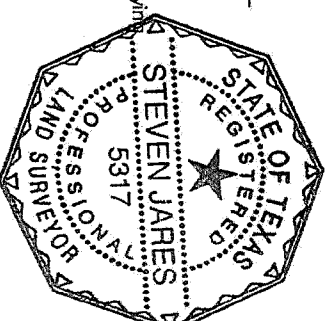
THENCE, North 57°24'04" East 386.57 feet to the POINT OF BEGINNING, CONTAINING 0.1774 acre of land in Fort Bend County, Texas, as shown on Drawing No. 9166 in the office of Cotton Surveying in Houston, Texas.

Subject to the General Notes shown hereon:

The undersigned hereby certifies unto Verizon Wireless and Pennington Law Firm, LLC, and Texas Abstract Services that (a) this survey drawing is based upon an on-the-ground survey made by the undersigned on January 27, 2014, and as to matters of record relies upon the documents listed in the Abstractor's Certificate Control No. 18532, prepared by Texas Abstractors Services and certified through November 24, 2013 which includes, and is limited to, the Lessee's Land Space, Lessee's Right-of-way for Utilities and Lessee's Access Route, herein collectively termed, the "Property", as shown and as described on this drawing (b) this survey accurately shows (1) the location of any buildings, structures and other improvements situated on or within the Property (2) the facts found by the undersigned at the time of said survey, (3) the courses and measured distances of the perimeter boundaries of the Property as described and shown on this survey, and (4) all setback lines, encroachments, easements and rights-of-way crossing, abutting or affecting the Property, as shown on the Abstractor's Certificate or otherwise known to or observed by the undersigned, along with any recording information for such setback lines, encroachments, easements and rights-of-way, (c) the area of the Property shown hereon is accurate to the nearest square foot, and there are no discrepancies, conflicts or shortages in area or boundary lines; (d) the field notes attached to this survey accurately state the courses and distances found in performing the on-the-ground survey; (e) the notes listed on the survey are true and correct (f) except as shown on the survey drawing, there are no (1) visible easements or rights-of-way across or abutting or affecting the Property (2) easements or rights-of-way across or abutting or affecting the Property of which the undersigned has been advised (3) visible encroachments from the Property onto an adjacent property or onto easements, streets, or alleys, by any of the building structures or other improvements, or (4) visible encroachments on the Property by buildings structures or other improvements situated on adjoining property; (g) Access to the Lessee's Land Space will follow along the existing and proposed park road to the Lessee's Land Space; (h) this professional service conforms to (1) the scope of work as requested by Verizon Wireless on a site visit and (2) the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Competition II Survey.

Surveyed: January 27, 2014
 Revised July 1, 2014
 Revised April 14, 2015
 Update Right of Way for Ingress / Egress
 Revised June 2, 2015
 (new note 24, new note of drawing, sheet 1)
 Revised June 15, 2015
 (odd notes 25-28)

Steven Jares
 Registered Professional Land Surveyor
 No. 5317
 Sjares@jonescarter.com
 Texas Board of Professional Land Surveying
 Registration No. 10046100



VICINITY MAP KEY MAP 610-7

**LAND TITLE SURVEY
 OF
 TRAMMEL SITE
 BEING**

**0.0574 OF AN ACRE
 OUT OF THE
 ELIJAH ROARK LEAGUE, A-77
 FORT BEND COUNTY, TEXAS
 APRIL 2015**

PROJECT No: 2012791276
 SITE ID: 260671



**COTTON SURVEYING
 COMPANY**
 6335 Gaulton, Suite 103
 Houston, Texas 77061-1189
 Office (713) 891-0276

a Jones & Carter Company
 Austin • Brenham • Bryan • Dallas • Houston
 Rosenberg • San Antonio • The Woodlands

Texas Board of Professional Land Surveying
 Registration No. 100461-00

Sheet 3 of 3

LESSEE'S LAND SPACE
0.0574 ACRE
 2500 SQ. FT.

LESSEE'S ROW FOR INGRESS\EGRESS
POINT OF TERMINATION
 AT THE LESSEE'S LAND SPACE

LINE	BEARING	DISTANCE
L10	S 31°52'42" E	50.06'
L11	N 42°37'21" W	119.17'
L12	N 32°21'14" W	81.84'
L13	N 16°48'20" E	145.53'
L14	N 09°54'06" W	243.73'
L15	N 33°12'31" W	118.30'

New County Park Road

CENTERLINE OF LESSEE'S ROW FOR INGRESS\EGRESS RUNS THROUGH PARKING AREAS

NORTH
 SCALE: 1" = 300'

CALLED 455.0989 ACRES
 TO FORT BEND COUNTY, TEXAS
 BY SPECIAL WARRANTY DEED
 CF NO. 9217763 OFFICIAL RECORDS
 OF FORT BEND COUNTY, TEXAS

CENTERLINE OF LESSEE'S ROW FOR INGRESS\EGRESS ALONG THE CENTER OF AN EXISTING ASPHALT DRIVEWAY

CALLED 5.975 ACRES
 SPECIAL WARRANTY DEED
 W VENDOR'S LIEN
 CF NO. 2004131848
 FBCOPRRP

CALLED 7.461 ACRES
 DONATION DEED
 FORT BEND COUNTY
 CF NO. 2005154567
 FBCOPRRP

State Highway No. 6
 (R.O.W. Varies)
 TXDOT MAP 8012-2-13, SHEET 15

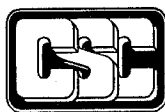
LESSEE'S ROW FOR INGRESS\EGRESS
POINT OF BEGINNING
 AT THE NORTH LINE OF HIGHWAY 6

LAND TITLE SURVEY
 OF
TRAMMEL SITE

BEING
 PROJECT No: 2012791276
 SITE ID: 260671

0.0574 OF AN ACRE

OUT OF THE
ELIJAH ROARK LEAGUE, A-77
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