

TEXAS COMMUNICATIONS
RADIO TOWER LEASE AGREEMENT

STATE OF TEXAS
COUNTY OF: Tom Green

In consideration of the covenants herein contained between TEXAS COMMUNICATIONS herein referred to as Lessor, and **Tom Green County**, a political subdivision of the State of Texas, herein after referred to as Lessee, the parties mutually agree as follows:

I.

Lessor hereby grants to Lessee the right to install, maintain, repair, replace, and operate the following described radio communications equipment on or in Lessor's property identified as the Christoval Tower, located at **19250 South US HW 277, San Angelo, TX.**

A. Two antenna system for **the CVCOG Regional VHF Regional Trunking System** to be located on the side of Lessor's radio tower at the **400 ft.** level and the **360 ft.** level. The exact location on the tower will be determined by Lessor's engineers and approved by Lessee so as to avoid interference with guy lines, lighting equipment, or other antennas on the tower.

B. Flexible coaxial transmission line between antenna and radio equipment shall be anchored firmly to the tower.

C. Radio communications equipment to be installed in Lessor's Equipment shelter. Exact locations to be approved by Lessor upon installation.

II.

It is understood and agreed that Lessee's equipment, its installation, maintenance, replacement, and operation will in no way damage the building or tower structure or interfere with the maintenance of the Lessor's tower and lighting system.

III.

Lessee agrees to install radio equipment of a type and frequency which will not cause interference to existing lessees of the tower and does hereby agree to make no changes in equipment or frequency without prior approval of Lessor. In the event Lessee's equipment causes interference, Lessee will take all steps necessary to correct and eliminate the interference. If said interference cannot be eliminated within 90 days, the Lessee agrees to remove his equipment from Lessor's property and this lease will then terminate without further obligation on either party except as may be specifically enumerated herein.

IV.

Lessor will not grant a lease, license, or use to any other party for use of this property if such grant would in any way affect or interfere with Lessee's use of the tower. In the event another lessee's equipment causes interference with Lessee's operations and such interference has not been eliminated within 90 days, Lessee may terminate this lease without further obligation.

V.

All installations and operations in connection with this tower, either by Lessor or by Lessee shall meet with all applicable Rules and Regulations of the Federal Communications, Federal Aviation Authority, and electrical codes of the city or county and state concerned. Under this lease the Lessor assumes no responsibility for the licensing, operation and/or maintenance of Lessee's radio equipment.

Lessor acknowledges that it, and not Lessee, shall be responsible for compliance with all tower or building marking and lighting requirements which may be required by the Federal Aviation Administration ("FAA") or the Federal Communications Commission ("FCC"). Lessor shall indemnify and hold harmless Lessee from any fines or other liabilities caused by Lessor's failure to comply with such requirements. Further, should Lessee be cited by either the FCC or FAA because this site is not in compliance, and Lessor does not cure the conditions of noncompliance within the time frame allowed by the citing agency, Lessee may terminate this lease immediately upon notice to Lessor.

VI.

Lessor shall be responsible for the declaration and payment of any applicable taxes or assessments against the property owned by the Lessor.

VII.

It is agreed by and between the parties that the Lessor is not an insurer, that the payments of rental by the Lessee are herein provided and based solely on the value of the services and facilities provided in the lease agreement. It is further agreed that neither party shall be liable to the other for damages caused by acts of God, or other acts beyond the control of Lessor or Lessee. Lessor shall exercise due diligence to restore services and facilities regardless of the nature of such cause. If due to acts of God or for any other reason Lessee's use of the tower is interrupted, Lessor shall be liable only for an amount equal to the rent for the period during which such service is interrupted. If for any reason the tower is destroyed or so damaged that it cannot be repaired or should Lessor decide not to repair or replace the tower then this lease shall terminate with the rent paid by Lessee at such time. If Lessor determines the tower will be replaced or repaired then this lease shall not terminate but the rent paid hereunder shall be suspended for such period of time the tower is inoperative.

VIII.

It is understood and agreed that Lessee will not permit any unauthorized person to enter the premises and Lessee agrees to keep gates locked at all times. If any damage is caused to the owner's property on which the tower is located, such as fences, gates or livestock by reason of any act on the part of Lessee, its agents, employees, or independent contractors, then Lessee agrees to be responsible for such damages.

IX.

All of the obligations, as well as all of the rights and privileges contained herein, shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns. This lease shall not be assigned by Lessee to any party other than an affiliate of Lessee without first obtaining the express written consent of Lessor, which consent will not be unreasonably be withheld. At the termination of this lease regardless of the reason for such termination Lessee agrees to remove within 60 days all Lessee's equipment and personal property including antenna and coax from the tower.

X.

Lessee is to make arrangements for installation of any control lines as may be required for operation of Lessee's radio equipment.

XI.

Special conditions:

1. Jacketed heliax only.
2. Includes \$75.00 Electricity, Air Conditioning, and Housing

XII.

This lease shall commence upon start of installation of Lessee's radio equipment, which date shall be provided to Lessor in writing within ten (10) days following start and which written notice shall automatically become a part of this lease but, in no event, later than **September 1, 2012** The lease shall run for a period of five (5) years. Unless the Lessee notifies the Lessor to the contrary at least sixty (60) days prior to the end of the initial lease term it is mutually agreed that this lease shall be automatically renewed on a year to year basis under existing term.

XIII.

Lessee agrees to pay Lessor monthly payments in advance of **\$750.00** each beginning on installation of Lessee's equipment, and a like payment on the 1st day of each succeeding month thereafter during the lease term. Lease payment will increase by **two (2) percent** on each succeeding September 1. Said **\$750.00** rental and succeeding rental payments shall be made at 902 Arroyo Drive, San Angelo, Texas 76903. Lessee may elect to make annual advance payments as spelled out in Schedule A.

XIV.

In the event of Lessee's default in the payment of rentals of Lessee's failure to comply with any other provision of this lease, which default is not cured within thirty days after receipt of written notice from Lessor. Lessor may at its option terminate this lease without affecting its rights to sue for all past due rentals and other damages to which Lessor may be lawfully entitled. Should Lessor be forced to collect said rentals or damages through its attorney or by other legal procedures, Lessor shall be entitled to its reasonable costs and attorney fees thereby incurred.

EXECUTED AT San Angelo, Texas
This 28 day of August, 2012

TEXAS COMMUNICATIONS
Lessor

By _____
Buz Wojtek

Tom Green County, Texas
Lessee



By 
Michael D. Brown, County Judge acting in his official
Capacity and not in his individual capacity