

PERPETUAL LEASE FOR RADIO TOWER

STATE OF TEXAS §
COUNTY OF JOHNSON §

KNOW ALL MEN BY THESE PRESENTS

FILED FOR RECORD 10:22 AM

APR 15 2014

County Clerk Johnson County
By WJM Deputy

Parties.

This Perpetual Lease For Radio Tower (hereinafter referred to as "Lease for Tower") is made and entered into by and between Johnson County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "County") whose address is 2 North Main Street, Cleburne, Texas 76033, and Double Diamond, Inc. (hereinafter referred to as "Diamond"), whose address is 7725 FM 1434, Cleburne, Texas 76033 and collectively referred to as the "Parties".

Purpose.

Diamond is leasing real property to County for a permanent and exclusive easement together with all improvements located thereon, on, in, over, under, through and across Diamond's land (hereinafter referred to as "Diamond's Land"), for the purpose of locating, establishing, constructing, installing, operating, using, maintaining, inspecting, testing, protecting, repairing, restoring, renewing, reconstructing, replacing, substituting, changing, altering, accessing and converting, within the Easement, a radio tower, together with such appurtenant facilities as from time to time deemed by County to be necessary or desirable in connection with the use and convenient operation of the radio tower, for the purpose of a communications system. Diamond is also leasing real property to County to be used for a permanent and non-exclusive ingress and egress from FM Highway 916 to the permanent and exclusive easement of real property of Diamond that County will use as listed above for a radio tower. The permanent and exclusive easement on Diamond's Land for the radio tower and the permanent and non-exclusive easement on Diamond's Land for ingress and egress to the tower site shall hereinafter be referred to collectively as the "Easement".

Tower Space Leasing.

County may license space on the radio tower for non-commercial, public interest purposes only.

Term of Lease.

The Parties agree the that term of this Lease for Tower is perpetual with the Commencement Date being the date that this Lease for Tower is signed by the last Party to sign this Lease for Tower; however, in the event that County does not begin installation of a radio tower on the Easement for a period of two years from the date that this Lease for Tower is signed by the last Party to sign this Lease for Tower, or in the event that County should remove an existing radio tower from the Easement and County does not begin installation of a radio tower for a period of two years from the date the

radio tower was removed, then the Parties agree that County is considered to have abandoned said Easement and this Lease for Tower shall terminate.

Consideration.

Consideration for this Lease for Tower is Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid to Diamond, the receipt and sufficiency of which is hereby acknowledged.

Electricity.

The Parties agree and understand that County will provide at County's expense the electrical meter, electrical wiring, and any electrical equipment necessary for the use and operation of the radio tower and equipment, and County will be responsible for the payment of the invoices for the electricity use.

Ad Valorem Taxes.

The Parties understand that the ad valorem taxes on Diamond's property should not be affected or increased solely due to County placing its personal property, (the radio tower and related equipment) on the leased easement on Diamond's real property. The Parties agree and understand that in the event a taxing entity of Johnson County assesses an ad valorem tax on the radio tower and related equipment, that Johnson County will be responsible for payment of said ad valorem tax on the radio tower and related equipment.

Easement.

Diamond's Land being leased by Diamond to County for a permanent and exclusive easement is described as a 0.517 acre tract of land, more or less, in the A. G. Woods Survey, Abstract Number 909, the Mark Ridley Survey, Abstract Number 736 and the R. Lee Survey, Abstract Number 512, Johnson County, Texas and being more particularly described by meets and bounds in Attachment 1 attached hereto and incorporated fully as if recited herein verbatim.

Diamond's Land being leased by Diamond to County for a permanent ingress and egress which is a non-exclusive easement is described as a 0.146 acre tract of land, more or less, in the A. G. Woods Survey, Abstract Number 909 and the R. Lee Survey, Abstract Number 512, Johnson County, Texas and being more particularly described by meets and bounds in Attachment 2 attached hereto and incorporated fully as if recited herein verbatim.

Physical Address of Easement.

The physical address of Diamond's Land is located on FM Highway 916 in Johnson County, Texas.

County Access.

County, and those Parties or entities to which County may by agreement grant a license to use space on the radio tower, shall have the right of ingress and egress to and from Diamond's Land, which right of ingress and egress shall be limited and confined to the boundaries of the Easement.

County Right to Keep Clear Right of Way.

County shall have the right from time to time to cut all trees, undergrowth, and the other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by County of the rights, privileges and Easement herein leased and County shall not be liable for damages caused on the Easement by keeping the Easement clear of trees, undergrowth and brush in the exercise of the rights herein granted.

Subsurface Use of Easement.

County shall have the right to use as much of the subsurface of the Easement as shall be necessary to properly construct the foundation for the radio tower and any other necessary structures.

Restrictions on Use of Easement.

Without prior, written consent of County, Diamond shall not construct or permit construction within the boundaries of the Easement, and County shall have the right to prevent the construction within the boundaries of the Easement and the right to remove therefrom, any and all types and sizes of houses, barns, buildings, structures, permanent impoundments of water, and natural or man-made obstructions, including but not limited to trees, brush, roots and other growth. Diamond shall not, nor shall Diamond permit third parties to, change the grade of the land, so as to affect the Easement, without prior, written consent of the County.

Diamond Reservation of Rights to Easement.

County does not acquire by this Lease for Tower, but expressly takes subject to and Diamond reserves to Diamond and to Diamond's heirs, successors and assigns, each and all of the following rights in and to Diamond's Land:

All oil, gas, sculpture, uranium, fissional materials, and other minerals ("Diamond's Minerals") under the surface of the Easement to be acquired herein; provided, however, that Diamond shall not be permitted to explore, drill, mine, produce or operate for Diamond's minerals on the surface of the Easement, but will be permitted to extract Diamond's minerals from under the Easement by directional drilling or other means, from land located outside the boundaries of the Easement, so long as County's use of the Easement for the purposes set forth herein is not disturbed and the radio tower and facilities located thereon are left with proper, sufficient and permanent support and are not endangered, obstructed, injured or interfered with.

Indemnification.

County agrees, subject to the Texas Constitution and the limits of Chapter 101 of the Texas Civil Practice and Remedies Code (the Texas Tort Claims Act), to indemnify, defend and hold harmless from and against any and all injury, loss, damage or liability (or any claims in respect to the foregoing) costs or expenses (including reasonable attorney fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the radio tower or County's breach of any provision of this Lease for Tower, except to the extent attributable to gross negligence or intentional act or omission of Diamond.

Binding Effect.

The terms and conditions hereof shall extend to and be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, devisees, successors, and assigns.

Entire Agreement.

Subject to the terms hereof, County shall have all other rights and benefits necessary or useful for the full and complete enjoyment and use of the Easement for the purposes stated herein. This document fully sets forth the terms and conditions mutually agreed to by the parties and there are no other oral or written agreements between Diamond and County which modify, alter or amend this Lease for Tower.

Amendment.

No provision in this Lease for Tower shall be modified, altered or waived except by written amendment executed by the Parties or their representatives.

Applicable Law and Venue.

This Lease for Tower is made in Texas and shall be construed, interpreted, and governed by the laws of the State of Texas, and shall be deemed to be performable in Johnson County, Texas. The parties agree and consent that the jurisdiction and venue for any action or claim arising out of this Lease for Tower will be in the State District Courts of Johnson County, Texas, or the Federal District Courts in Dallas County, Texas.

Severability.

If any provision of this Lease for Tower is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

Execution Authority.

By his or her signature below, each signatory individual certifies that he or she is the property authorized agent or officer of the applicable Party hereto and has the requisite authority necessary to execute this Lease for Tower on behalf of such Party, and

each Party hereby certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in force and effect.

IN WITNESS WHEREOF, intending to be legally bound, Diamond and County have caused their authorized representative to execute this Lease for Tower and have set their hand and seal on the date set forth below.

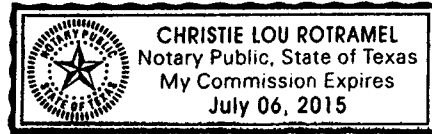
DIAMOND:

Randy Gracy
Randy Gracy, in his official capacity as,
Senior Vice President, Double Diamond, Inc.

Date: 4-7-14

MS

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §
 Dallas



This instrument was acknowledged before me on the 7 day of April, 2014, by Randy Gracy in his official capacity as Senior Vice President, Double Diamond, Inc.

MS

Christie Lou Rotramel
Notary Public, State of Texas

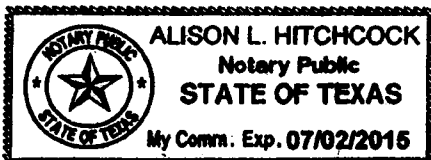
COUNTY:

Roger Harmon
Roger Harmon, in his official capacity as,
County Judge, Johnson County, Texas

Date: 4-14-14

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 14th day of April, 2014, by Roger Harmon in his official capacity as County Judge of Johnson County.



Alison L. Hitchcock
Notary Public, State of Texas

ATTACHMENT 1

EXHIBIT "A"
JOHNSON COUNTY - 4TH TOWER SITE

OWNER: DOUBLE DIAMOND, INC.
PERPETUAL TOWER SITE EASEMENT
0.517 ACRE TRACT OF LAND
A. G. WOODS SURVEY, ABSTRACT NO. 909
MARK RIDLEY SURVEY, ABSTRACT NO. 736
R. LEE SURVEY, ABSTRACT NO. 512
JOHNSON COUNTY, TEXAS

Being a 0.517 acre tract of land situated in the A. G. Woods Survey, Abstract Number 909, the Mark Ridley Survey, Abstract Number 736 and the R. Lee Survey, Abstract Number 512, Johnson County, Texas, said 0.517 acre tract of land being portion of a 475.234 acre tract of land (by deed) deeded to Double Diamond, Inc. as recorded in Volume 2812, Page 703 of the Deed Records of Johnson County, Texas, said 0.517 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a wood TXDOT Highway bollard found for the southeast corner of said 475.234 acre tract of land, said wood TXDOT Highway bollard being the intersection of the northwesterly right-of-way line of F. M. Highway 916 (a variable width right-of-way) with a southwesterly line of a 1,619.19 acre tract of land (by deed) deeded to James H. Knapp as recorded in Volume 528, Page 146 of said Deed Records of Johnson County, Texas, said wood TXDOT Highway bollard also being the southeasterly corner of a proposed ingress/egress easement, from which a 1/2 inch iron rod found for a corner in the northeasterly line of said 475.234 acre tract of land bears North 23 degrees 55 minutes 35 seconds West, a distance of 598.13 feet, said 1/2 inch iron rod found being a corner in a southwesterly line of said 1,619.19 acre tract of land; **THENCE** South 67 degrees 18 minutes 19 seconds West, with the southeasterly line of said 475.234 acre tract of land, with the southeasterly line of said proposed ingress/egress easement, and with the northwesterly right-of-way line of said F.M. Highway 916, a distance of 30.01 feet a point for the most southerly southwest corner of said proposed ingress/egress easement, from which a wood TXDOT Highway bollard found for corner in the southeasterly line of said 475.234 acre tract of land bears South 67 degrees 18 minutes 19 seconds West, a distance of 133.28 feet, **THENCE** North 23 degrees 55 minutes 35 seconds West, with the southwesterly line of said proposed ingress/egress easement, a distance of 126.02 feet to a point for corner; **THENCE** South 82 degrees 10 minutes 20 seconds West with a southerly line of said ingress/egress easement, a distance of 58.50 feet to the **POINT OF BEGINNING** of the herein described 0.517 acre tract of land;

THENCE South 23 degrees 55 minutes 35 seconds East, a distance of 53.15 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner;

(Exhibit "A") Page 1 of 2

- THENCE** South 66 degrees 04 minutes 25 seconds West, a distance of 150.00 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner;
- THENCE** North 23 degrees 55 minutes 35 seconds West, a distance of 150.00 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner;
- THENCE** North 66 degrees 04 minutes 25 seconds East, a distance of 150.00 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner;
- THENCE** South 23 degrees 55 minutes 35 seconds East, at a distance of 65.62 feet, passing a point for the northwest corner of said proposed ingress/egress easement, in all, a distance of 96.85 feet to the **POINT OF BEGINNING** and containing 22,500 square feet or 0.517 acres of land, more or less.

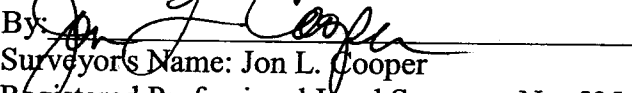
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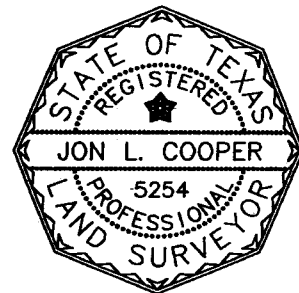
1. A plat of even date accompanies this legal description.
2. All bearings and coordinates are referenced to the Texas State Plane Coordinate System, NAD-83, North Central Zone 4202. The Surface Factor for this project is 1.00012. Distances and areas shown are surface.

*** SURVEYOR'S CERTIFICATE ***

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: **Gorrondona & Associates, Inc.**

By: 
Surveyor's Name: Jon L. Cooper
Registered Professional Land Surveyor No. 5254
Firm No. 10106900
Date of survey: February 24, 2014



(Exhibit "A") Page 2 of 2

EXHIBIT "B"

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	N 23°55'35"W	126.02'
L-2	S 82°10'20"W	58.50'
L-3	S 23°55'35"E	53.15'
L-4	S 23°55'35"E	96.85'

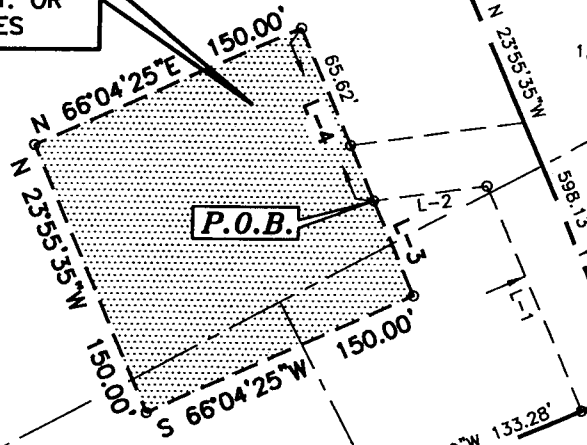
475.234 ACRES (BY DEED)
DOUBLE DIAMOND, INC.
VOLUME 2812, PAGE 703
D.R.J.C.T.

PERPETUAL TOWER
SITE EASEMENT AREA
22,500 SQ. FT. OR
0.517 ACRES

A. G. WOODS SURVEY
ABSTRACT No. 909

1,619.19 ACRES (BY DEED)
JAMES H. KNAPP
VOLUME 528, PAGE 146
D.R.J.C.T.

R. LEE SURVEY
ABSTRACT No. 512

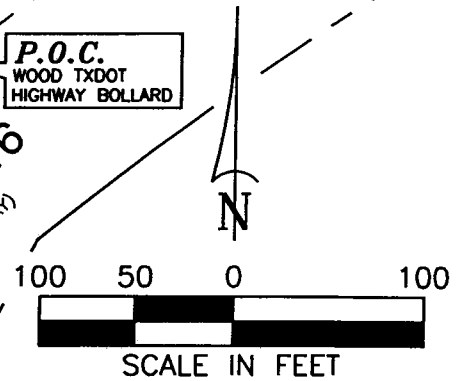


PROPOSED 30'
INGRESS/EGRESS
EASEMENT

P.O.C.
WOOD TXDOT
HIGHWAY BOLLARD

MARK RIDLEY SURVEY
ABSTRACT No. 736

F.M. HIGHWAY 916
(A VARIABLE WIDTH RIGHT-OF-WAY)



SCALE IN FEET

SUBJECT TRACT &
LOCATION OF EASEMENT

NOTES:

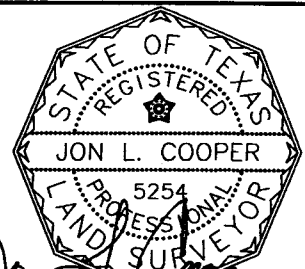
1. A LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
2. PERPETUAL TOWER SITE EASEMENT CORNERS ARE MONUMENTED BY 5/8" IRON ROD SET WITH CAP STAMPED "GORRONDONA" UNLESS OTHERWISE NOTED.
3. ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83, THE NORTH CENTRAL ZONE 4202, ALL DISTANCES AND AREAS SHOWN ARE SURFACE. THE SURFACE FACTOR FOR THIS PROJECT IS 1.00012.



Johnson County, Texas

1 N. MAIN STREET, ROOM 304 • CLEBURNE, TEXAS 76033

EXHIBIT SHOWING
A
PERPETUAL TOWER SITE EASEMENT
OUT OF A
475.234 ACRE TRACT OF LAND
SITUATED IN THE
A.G. WOODS SURVEY, ABST. No. 909, MARK RIDLEY SURVEY,
ABST. NO. 736 & R. LEE SURVEY, ABSTRACT NO. 512
JOHNSON COUNTY, TEXAS
AS RECORDED IN
VOLUME 2812, PAGE 703
DEED RECORDS OF JOHNSON COUNTY, TEXAS



Jon L. Cooper
JON L. COOPER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5254 TEXAS FIRM No. 10106900

PROJECT: JOHNSON COUNTY - 4TH TOWER SITE		
PERPETUAL TOWER SITE EASEMENT AREA: 22,500 SQUARE FEET OR 0.517 ACRES		
JOB No. JOCO_1200.02	DRAWN BY: JLC	CAD FILE: TOWER-SITE-ESMT.DWG
DATE: 03/17/2014	EXHIBIT B PAGE 1 OF 1	SCALE: 1"=100

ATTACHMENT 2

EXHIBIT "A"
JOHNSON COUNTY - 4TH TOWER SITE

OWNER: DOUBLE DIAMOND, INC.
INGRESS/EGRESS EASEMENT
0.146 ACRE TRACT OF LAND
A. G. WOODS SURVEY, ABSTRACT NO. 909
R. LEE SURVEY, ABSTRACT NO. 512
JOHNSON COUNTY, TEXAS

Being a 0.146 acre tract of land situated in the A. G. Woods Survey, Abstract Number 909 and the R. Lee Survey, Abstract Number 512, Johnson County, Texas, said 0.146 acre tract of land being portion of a 475.234 acre tract of land (by deed) deeded to Double Diamond, Inc. as recorded in Volume 2812, Page 703 of the Deed Records of Johnson County, Texas, said 0.146 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a wood TXDOT Highway bollard found for the southeast corner of said 475.234 acre tract of land, said wood TXDOT Highway bollard being the intersection of the northwesterly right-of-way line of F.M. Highway 916 (a variable width right-of-way) with a southwesterly line of a 1,619.19 acre tract of land (by deed) deeded to James H. Knapp as recorded in Volume 528, Page 146 of said Deed Records of Johnson County, Texas;

THENCE South 67 degrees 18 minutes 19 seconds West, with a southeasterly line of said 475.234 acre tract of land and with the northwesterly right-of-way line of said F.M. Highway 916, a distance of 30.01 feet a point corner, from which a wood TXDOT Highway bollard found for corner in the southeasterly line of said 475.234 acre tract of land bears South 67 degrees 18 minutes 19 seconds West, a distance of 133.28 feet, said wood TXDOT Highway bollard being in the northwesterly right-of-way line of said F.M. Highway 916;

THENCE North 23 degrees 55 minutes 35 seconds West, a distance of 126.02 feet to a point for corner;

THENCE South 82 degrees 10 minutes 20 seconds West, a distance of 58.50 feet to a point for corner in the northeasterly line of a proposed perpetual tower site easement;

THENCE North 23 degrees 55 minutes 35 seconds West, with the northeasterly line of said proposed perpetual tower site easement, a distance of 31.23 feet to a point for corner from which a 5/8 inch iron rod with cap stamped "GORRONDONA" set for the northeast corner of said proposed perpetual tower site easement bears North 23 degrees 55 minutes 35 seconds West, a distance of 65.62 feet;

(Exhibit "A") Page 1 of 2

THENCE North 82 degrees 10 minutes 20 seconds East, a distance of 89.73 feet to a point for corner in a northeasterly line of said 475.234 acre tract of land, from which a 1/2 inch iron rod found for corner in the northeasterly line of said 475.234 acre tract of land bears North 23 degrees 55 minutes 35 seconds West, a distance of 448.90 feet, said 1/2 inch iron rod being a corner in a southwesterly line of said 1,619.19 acre tract of land;

THENCE South 23 degrees 55 minutes 35 seconds East, with a northeasterly line of said 475.234 acre tract of land and with a southwesterly line of said 1,619.19 acre tract of land, a distance of 149.24 feet to the **POINT OF BEGINNING** and containing 6,353 square feet or 0.146 acres of land, more or less.


NOTES:

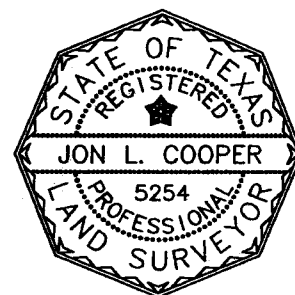
1. A plat of even date accompanies this legal description.
2. All bearings and coordinates are referenced to the Texas State Plane Coordinate System, NAD-83, North Central Zone 4202. The Surface Factor for this project is 1.00012. Distances and areas shown are surface.

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TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: **Gorrondona & Associates, Inc.**

By: 
Surveyor's Name: Jon L. Cooper
Registered Professional Land Surveyor No. 5254
Firm No. 10106900
Date of survey: March 17, 2014



(Exhibit "A") Page 2 of 2

EXHIBIT "B"

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	N 23°55'35"W	126.02'
L-2	S 82°10'20"W	58.50'

475.234 ACRES (BY DEED)
DOUBLE DIAMOND, INC.
VOLUME 2812, PAGE 703
D.R.J.C.T.

A. G. WOODS SURVEY
ABSTRACT No. 909

1619.19 ACRES (BY DEED)
JAMES H. KNAPP
VOLUME 528, PAGE 146
D.R.J.C.T.

R. LEE SURVEY
ABSTRACT No. 512

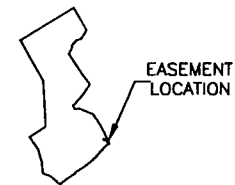
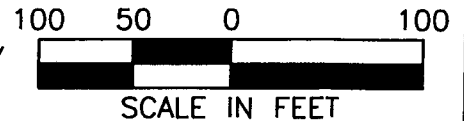
PROPOSED PERPETUAL
TOWER SITE EASEMENT

INGRESS/EGRESS
EASEMENT AREA
6,353 SQ. FT. OR
0.146 ACRES

P.O.B.
WOOD TXDOT
HIGHWAY BOLLARD

MARK RIDLEY SURVEY
ABSTRACT No. 736

F.M. HIGHWAY 916
(A VARIABLE WIDTH RIGHT-OF-WAY)



SUBJECT TRACT &
LOCATION OF EASEMENT

NOTES:

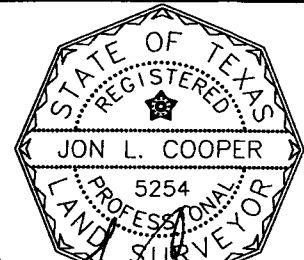
1. A LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
2. PERPETUAL TOWER SITE EASEMENT CORNERS ARE MONUMENTED BY 5/8" IRON ROD SET WITH CAP STAMPED "GORRONDONA" UNLESS OTHERWISE NOTED.
3. ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83, THE NORTH CENTRAL ZONE 4202, ALL DISTANCES AND AREAS SHOWN ARE SURFACE. THE SURFACE FACTOR FOR THIS PROJECT IS 1.00012.



Johnson County, Texas

1 N. MAIN STREET, ROOM 304 • CLEBURNE, TEXAS 76033

EXHIBIT SHOWING
A
INGRESS/EGRESS EASEMENT
OUT OF A
475.234 ACRE TRACT OF LAND
SITUATED IN THE
A.G. WOODS SURVEY, ABSTRACT No. 909
R. LEE SURVEY, ABSTRACT No. 512
JOHNSON COUNTY, TEXAS
AS RECORDED IN
VOLUME 3529, PAGE 869
DEED RECORDS OF JOHNSON COUNTY, TEXAS



JON L. COOPER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5254 TEXAS FIRM No. 10106900

PROJECT: JOHNSON COUNTY - 4TH TOWER SITE

INGRESS/EGRESS EASEMENT AREA: 6,353 SQUARE FEET OR 0.146 ACRES

JOB No. JOCO_1200.02

DRAWN BY: JLC

CAD FILE: INGRESS/EGRESS.DWG

DATE: 03/17/2014

EXHIBIT B PAGE 1 OF 1

SCALE: 1"=100