



FOSSIL CREEK LAND COMPANY

1110 Klamath Lane
Houston, Texas 77090

Office: 281-537-7279
Cell: 405-255-6009
FAX: 281-537-7279

RECEIVED

MAY 04 2004

MEMO

PUBLIC WORKS

TO: Dale Pearson City of League City
CC: Pat Towery Sprint PCS
FROM: George Crain Fossil Creek Land Company
DATE: May 3, 2004
RE: Fully Executed Lease Agreement for Sprint PCS Facility on Brittany Bay
(or Countryside) Water Tower

.....

Please find included herewith an original of the above-referenced Lease Agreement.

This Agreement is for the Sprint PCS installation on the water tower, commonly referred to as the "Brittany Bay" or "Countryside" water tower. The address of this facility is 5123 1/2 Candlewood, League City, Texas.

We thank you for your time and efforts in this. Please call with any questions or concerns.

*Original
agreement*

PCS SITE AGREEMENT
(this "Agreement")

Site Name: League City Countryside Water Tower

Site I. D. HO58XC335

1. Premises and Use (License). The City of League City, Texas, a Texas home-rule city ("Owner"), hereby grants to SprintCom, Inc., a Kansas corporation ("SprintCom"), a non-exclusive license (the "License") to use the site and improvements described below:

- (a) Land consisting of approximately 625 square feet upon which SprintCom will construct its equipment base station and antenna structure;
 - (b) Antenna space on the top of the water tower ("Tower") shown in Exhibit A; and
- Space required for cable runs to connect PCS equipment and antennas,

in the location ("Site") shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of SprintCom, source of electric and telephone facilities. The Site will be used by SprintCom for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a personal communications service system facility ("PCS"), including, without limitation, antenna equipment, cable wiring, back-up power sources (including generators and fuel storage tanks or conduit, cable and grade level plugs for the placement of a portable generator at grade), related fixtures and, if applicable to the Site, an antenna structure. SprintCom will use the Site in a manner that will not unreasonably disturb the occupancy of Owner's other tenants. SprintCom will have access to its facilities at the Site 24 hours per day, 7 days per week, except that SprintCom will take all reasonable efforts in the design of its PCS to provide access to the equipment on the ground that limits access to Owner's potable water source and thereby limits the potential for contamination of that water.

2. Term. The term of this Agreement (the "Initial Term") is five (5) years, commencing on the date ("Commencement Date") both SprintCom and Owner have executed this Agreement. This Agreement will automatically renew for two (2) successive terms (each a "Renewal Term") of five (5) years each as long as SprintCom remains in full compliance with all other provisions of this Agreement, unless either this Agreement is

terminated according to the terms set forth in Section 11, below, or if SprintCom gives written notice to Owner of its decision not to renew, which notice shall be given and valid only if given at least 90 days prior to the expiration of the Initial Term or the then-applicable Renewal Term. All the terms and covenants of this Agreement apply to any Renewal Term, subject to amendment by the mutual agreement of the parties, in writing and signed by both parties. If SprintCom continues to use the Site, for any of the purposes set forth in the preceding Section 1, following the expiration of all of the extension periods provided herein, and this Agreement has not been renewed or superseded, this Agreement (a) shall be deemed to be a holdover tenancy at will but shall not itself constitute a renewal or extension of any term, (b) shall continue from month to month under the terms and conditions set forth herein and (c) may be terminated by either party upon at least thirty (30) days written notice to the other party. All the terms and covenants of this Agreement apply to all holdover tenancy periods.

3. License Fee. SprintCom shall pay Owner an initial one-time license fee of **FIVE THOUSAND DOLLARS (\$5,000.00)** by or before the sixtieth (60th) day from the date on which a building permit for the PCS is issued to SprintCom. Thereafter, SprintCom shall pay, in addition to the initial license fee, a Monthly License Fee in equal monthly installments of **ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$1,250.00)** commencing thirty (30) days after payment of the initial license fee (until increased as set forth in this Section 3), partial months to be prorated, in advance. The Monthly License Fee shall increase by **THREE PERCENT (3%)** on the anniversary of the payment of the initial License Fee every year this Agreement is in effect, including the Initial Term or prior Renewal Term, as the case may be.

4. Title and Quiet Possession. Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that SprintCom is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as

SprintCom is not in default beyond the expiration of any cure period; and (e) that Owner shall not have unsupervised access to the Site or to the PCS equipment.

5. Assignment/Subletting. SprintCom will not assign or transfer this Agreement or sublet all or any portion of the Site leased to SprintCom under this Agreement without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, SprintCom shall have the right to sublease or assign its rights under this Agreement to any of its subsidiaries, affiliates or successor legal entities, to any entity acquiring substantially all of the assets of SprintCom or to any subsidiary or affiliate of Sprint Corporation, without notice to or consent of Owner.

6. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery. Notices to SprintCom are to be sent to: Sprint PCS Lease Management, South Central Region, Site # HO23XC572 ("League City Water Tower"), 1341 W. Mockingbird Lane, Suite 600E, Dallas, TX 75247, with a copy to: Sprint Law Department, Attn: Sprint PCS Real Estate Attorney (HO23XC572), 6391 Sprint Parkway, MAILSTOP: KSOPHT0101-Z2020, Overland Park, KS 66251-2020. Notices to Owner must be sent to the address shown underneath Owner's signature.

7. Improvements. SprintCom may, at its expense, make such improvements on the Site, as it deems necessary from time to time for the operation of the PCS system. Owner agrees to cooperate with SprintCom with respect to obtaining any required zoning approvals for the Site and such improvements, subject to any discretion accorded Owner pursuant to local ordinances. Upon termination or expiration of this Agreement for any reason, SprintCom shall remove its equipment and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear.

8. Compliance with Laws. Owner represents that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. SprintCom will substantially comply with all applicable laws relating to its possession and use of the Site, including all applicable municipal ordinances.

9. Interference. SprintCom will resolve technical interference problems with other equipment located at the Site on the Commencement Date or any equipment that becomes attached to the Site at any future date when SprintCom desires to add additional equipment to the Site. Likewise, Owner will not permit or suffer the installation of any future equipment that (a) results in technical interference problems with SprintCom's then existing equipment or (b) encroaches onto the Site.

10. Utilities. Owner represents that utilities adequate for SprintCom's use of the Site are available. SprintCom will pay for all utilities used by it at the Site. Owner will cooperate with SprintCom in SprintCom's efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement or other instrument reasonably required by the utility company. In the event of interruptions of electrical service to the PCS facility, SprintCom shall have the right, at SprintCom's sole cost and expense, to place portable generators on the ground level of the exterior of the Building and to attach the generator to the grade level plugs installed in conformance with Section 1 of this Agreement.

11. Termination for Cause. Upon the occurrence of any one or more of the events in Section 12, below (an "Event of Default"), or as provided elsewhere in this Agreement, Owner may, without penalty, at its option and without prejudice to any other remedy to which it may be entitled at law or equity, or otherwise under this Agreement, terminate use or occupancy of the Site under this Agreement at any time, either in whole or in part, by giving at least sixty (60) days prior written notice thereof to SprintCom with the understanding that all use of the Site being terminated shall cease upon the date specified on such notice. SprintCom shall compensate Owner in accordance with the terms of this Agreement for the use of the Site prior to the date specified in such notice, following inspection and acceptance of it by Owner. SprintCom shall not be entitled to any damages, including, but not limited to, lost or anticipated profits, should Owner choose to exercise its option to terminate.

12. Event of Default. Any of the following occurrences, conditions or acts shall be deemed an "Event of Default" under this Agreement:

(a) If SprintCom fails to pay amounts due under this Agreement within ten (10) days of payment due date three times within a 12-month period;

(b) If either party fails to observe or perform its obligations under this Agreement other than as provided in Section 12(a) above, and does not cure such failure within thirty (30) days from the party's receipt of written notice of breach or such longer period as may be mutually agreed upon by the parties to complete a cure commenced within the 30-day period.

13. Termination by SprintCom. SprintCom may terminate this Agreement as follows:

(a) Upon written notice, if SprintCom is unable to obtain or maintain any required approval(s) or the issuance of a license or permit required from any agency, board, court or other governmental authority (collectively, "approval") necessary for the construction or operation of the PCS as now and hereafter intended by SprintCom; or if SprintCom determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable; or

(b) If Owner fails to have proper ownership of the Site or authority to enter into this Agreement; or

(c) On sixty (60) days' written notice for any reason, other than a reason set forth in Section 12(a) or (b) above if SprintCom, for any other reason, in its sole discretion, determines that it will be unable to use the Site. Upon such termination, all prepaid license fees will be retained by Owner and SprintCom pays Owner a termination fee equal to six (6) months rent at the current rate or rent at the current rate prorated to the end of Owner's fiscal year in which the termination occurs, whichever is greater.

14. Default and Opportunity to Cure. Upon the occurrence of an Event of Default under this Agreement for a period of either (a) 15 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such

30-day period and proceeds with due diligence to fully cure the default.

15. Holdover Rent. The monthly license fee, as set forth in Section 3 of this Agreement, due during any holdover period shall be equal to two hundred percent (200%) of the monthly license fee due during any month in the immediately preceding Initial Term or Renewal Term.

16. Additional Fees. Owner may assess, in addition to the fees set forth in Section 3 of this Agreement, additional payments by SprintCom to cover Owner's additional costs ("Additional Fees") actually incurred by Owner for providing access to the Site for SprintCom or its agents outside of normal business hours; provided, however, the Additional Fees shall not exceed \$250 per occurrence, which cost shall be reevaluated annually by the parties to adjust for any change in Owner's actual costs. Owner shall notify SprintCom of amounts due in Additional Fees in writing, and SprintCom shall pay such Additional Fees simultaneously with the next monthly license fee due under this Agreement, or, if notice of Additional Fees occurs within ten (10) days of the due date of the next monthly fee payment, simultaneous with the fee payment due for the next month.

17. No Warranties Made. SPRINTCOM UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT NEITHER OWNER, NOR ANY AGENT, EMPLOYEE OR OTHER PERSON ACTING ON BEHALF OF OWNER, HAS MADE ANY, AND OWNER EXPRESSLY DISCLAIMS EVERY, REPRESENTATION, WARRANTY (INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND HABITABILITY), ASSURANCE, GUARANTY OR PROMISE, EXPRESS OR IMPLIED, CONCERNING THE STATUS OF THE TITLE OR CONDITION OF THE SITE WHICH ARE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT AND THAT NO AGENT OR EMPLOYEE OF OWNER OR OTHER PERSON HAS ANY AUTHORITY TO MAKE OR DELIVER ANY REPRESENTATION, WARRANTY, ASSURANCE, GUARANTY OR PROMISE THAT IS NOT SET FORTH IN THIS AGREEMENT.

18. Indemnity. SPRINTCOM AGREES TO DEFEND, INDEMNIFY, SAVE AND HOLD HARMLESS OWNER, ITS ELECTED OFFICERS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CLAIMS, DAMAGES AND LOSSES OF ANY CHARACTER WHAT-

SOEVER, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND EXPENSES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES, REAL OR ASSERTED, RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY, ON ACCOUNT OF ANY ALLEGED NEGLIGENCE OR GROSS NEGLIGENCE OR ANY OTHER ALLEGED ACT OR OMISSION OF OWNER, ITS EMPLOYEES, CONTRACTORS, AGENTS, IN WHOLE OR IN PART, RELATING TO THE PROPERTY THAT FORMS THE BASIS OF THIS AGREEMENT (COLLECTIVELY, THE "INDEMNIFIED LOSSES"). THIS INDEMNITY IS ALSO INTENDED TO APPLY TO ANY ALLEGATION THAT ANY PERSON SUSTAINED ANY PERSONAL INJURY RELATING TO THEIR ENTRY ONTO THE PROPERTY UNDER THE TERMS OF THIS AGREEMENT.

19. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. SprintCom will not introduce or use any such substance on the Site in violation of any applicable law.

20. Subordination and Non-Disturbance. This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. However, promptly after the Agreement is fully executed, Owner will use diligent efforts to obtain a non-disturbance agreement reasonably acceptable to SprintCom from the holder of any such mortgage or deed of trust.

21. Taxes. SprintCom will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Site. SprintCom will pay to Owner any increase in real property taxes attributable solely to any improvements to the Site made by SprintCom within 60 days after receipt of satisfactory documentation indicating calculation of SprintCom's share of such real estate taxes and payment of the real estate taxes by Owner. Owner will pay when due all other real estate taxes and assessments attributable to the property of Owner of which the Site is a part.

22. Insurance. SprintCom will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of

insurance to be furnished to Owner within 30 days of written request. Such policy shall provide indemnity for Owner in the event SprintCom causes the intended use of the Tower to be interrupted or the water supply stored in the Tower to fall in non-compliance with the minimum standards for drinking water promulgated by the Texas Commission on Environmental Quality, thereby requiring Owner to procure potable water for its citizens from other sources. Such policy will provide that cancellation will not occur without at least 15 days prior written notice to Owner. Each party hereby waives its right of recovery against the other for any loss or damage for which a claim is honored by any insurance policies maintained by the waiving party. Each party will endeavor to have each insurance policy obtained by it to provide that the insurance company waives all rights of recovery against the other party in connection with any damage covered by such policy.

23. Maintenance. SprintCom will be responsible for repairing and maintaining the PCS system and any other improvements installed by SprintCom at the Site in a proper operating and reasonably safe condition; provided, however if any such repair or maintenance is required due to the acts of Owner, its agents or employees, Owner shall reimburse SprintCom for the reasonable costs incurred by SprintCom to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of the property of which the Site is a part in a proper operating and reasonably safe condition.

24. No Mechanics Liens. SprintCom shall make full and prompt payment of all sums necessary to pay the costs of all installation, repairs and alterations, improvements, changes and other work done by SprintCom in or to the Site. SprintCom shall hold title to the PCS on the Site. Owner shall not be responsible for or with respect to the performance of SprintCom's work or the construction of installation of any improvements on the Site. SprintCom shall pay or cause to be paid all costs associated with such work and improvements. SprintCom shall not suffer or permit to be enforced against any portion of the Site any (a) mechanic's, materialman's, contractor's, subcontractor's or other lien or claim arising from or in any way related to SprintCom's work, or (b) any other claim, mortgage, security interest, encumbrance, lien or other charge. Within thirty (30) days after recordation of any lien, encumbrance, judgment or similar item that affects the Site or Owner's real property in any way, SprintCom shall obtain the complete

discharge and release thereof at SprintCom's sole expense or expenditure (without any cost being imposed upon Owner. SprintCom shall nevertheless have the right to contest, in good faith, any mechanic's or materialman's lien upon the condition that SprintCom provides a bond or other form of security reasonably acceptable to Owner in an amount sufficient to hold Owner fully and completely harmless from any and all liability therefor or on account thereof.

25. Miscellaneous.

(a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the signatories of this Agreement.

(b) The laws of the State of Texas shall govern this Agreement. The parties agree that this Agreement is performable in Galveston County, Texas.

(c) If requested by SprintCom, Owner agrees promptly to execute and deliver to SprintCom a recordable Memorandum of this Agreement in the form of Exhibit B.

(d) This Agreement (including the exhibits hereto) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties.

(e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

(f) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

26. Not Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.

27. Additional Provisions.

(a) SprintCom shall provide Owner mounting details for the antennae array, cabling, and all

appurtenances and equipment to be attached to the Tower subject to approval by Owner.

(b) SprintCom shall provide Owner an inspection report certifying the structural integrity of the antenna and appurtenances as mounted and noting any deficiencies of the Towers structural integrity or paint system related to the antenna, cabling, or appurtenances mounted on the Tower upon installation and every two years thereafter. Tenant shall repair any deficiencies caused by SprintCom's installation.

(c) Future maintenance contracts with Owner for painting of the Tower shall include a bid item for work-around on the antennae, cabling, and appurtenances mounted on the Tower according to specifications SprintCom shall supply. SprintCom shall reimburse Owner for the portion of the Tower maintenance project costs attributable to the antennae, cabling, and appurtenances mounted on the Tower. Alternatively, SprintCom may, at its sole option, remove its equipment during the maintenance project and reinstall it after project completion.

(d) Owner shall provide SprintCom six (6) months' notice for any regularly scheduled maintenance (i.e., painting) of the Tower.

(e) SprintCom will be permitted to place a temporary antenna structure next to the Tower if there is maintenance that would require removal of their equipment.

(f) SprintCom shall comply with all federal regulations applicable to SprintCom's operation of the PCS, including, without limitation, such regulations related to electric and magnetic fields (collectively, "EMF") associated with SprintCom's operation of the PCS. SprintCom shall indemnify and hold harmless Owner for any Indemnified Losses incurred by Owner as a result of SprintCom's default under this subsection.

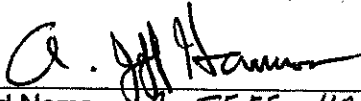
The following Exhibits are attached to and made a part of this Agreement: Exhibits A and B.

REMAINDER OF PAGE LEFT BLANK

SIGNATURES ON FOLLOWING PAGE


OWNER:

THE CITY OF LEAGUE CITY, TEXAS

By: 
Printed Name: A. JEFF HARRISON
Its: MAYOR
Federal Tax I.D. No.: 74-1468969
Address: Mayor, City of League City
300 West Walker
League City, TX 77573
Date: APRIL 2, 2004

SPRINTCOM:

SPRINTCOM, INC., a Kansas corporation

By: 
Printed Name: Sprint Spectrum L.P.
Its: George Ghanous
Date: Director - Wireless Sites Delivery
Central / West Region

Attach Exhibit A - Site Description and
Exhibit B - Memorandum of PCS Site Agreement

**EXHIBIT A
PCS SITE AGREEMENT**

Site Name: League City Countryside Water Tower

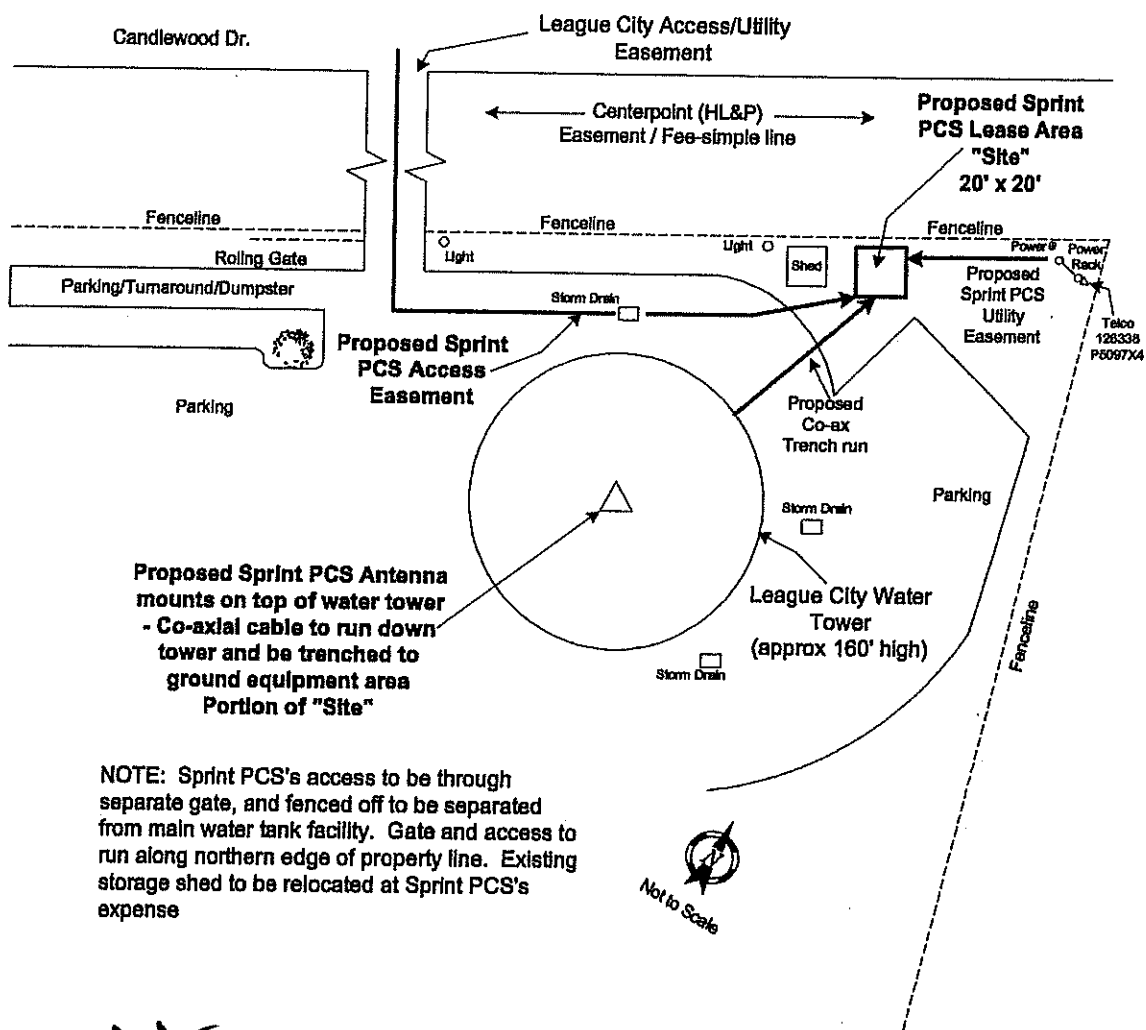
Site I. D. HO58XC335

Site Description

Site situated in the City of LEAGUE CITY, County of GALVESTON, and State of TEXAS, commonly described as follows:

Legal Description: See "Exhibit C" attached hereto and made a part hereof

Sketch of Site:



Owner Initials ASA

SprintCom Initials Ch

Note: Owner and SprintCom may, at SprintCom's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

***[Use this Exhibit A for PCS Site Agreement, Memorandum of PCS Site Agreement, Option Agreement and Memorandum of Option Agreement.]**

EXHIBIT B

PCS Site Agreement

Site Name: League City Countryside Water Tower

Site I. D. HO58XC335

Memorandum of PCS Site Agreement

This memorandum evidences that an agreement was made and entered into by written PCS Site Agreement dated _____, 2004 (the "Agreement"), between THE CITY OF LEAGUE CITY, TEXAS ("Owner") and SPRINTCOM, INC., a Kansas corporation ("SprintCom").

Such Agreement provides in part that Owner grants a non-exclusive license to SprintCom with respect to a certain site located in the City of League City, County of Galveston, State of Texas, within the property of Owner that is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on _____, 2004, which term is subject to extension by SprintCom to two (2) extension periods of five (5) years each.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

OWNER:

THE CITY OF LEAGUE CITY, TEXAS

By: A. Jeff Harrison

Printed Name: A. JEFF HARRISON

Its: MAYOR

SPRINTCOM:

SPRINTCOM, INC., a Kansas corporation

By: George Chantous

Printed Name: Sprint Spectrum L.P.
George Chantous

Its: Director - Wireless Sites Delivery
Central / West Region

Owner Initials ASH

SprintCom Initials GC

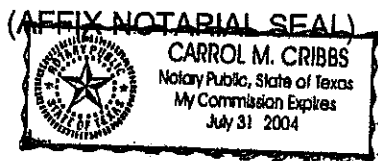
Attach Exhibit A - Site Description

OWNER NOTARY BLOCK:

STATE OF TEXAS

COUNTY OF GALVESTON

The foregoing instrument was (choose one) ☐ attested or ☒ acknowledged before me this 2nd day of APRIL, 2004, by (choose one) ☐ _____ as an individual, ☒ A. JEFF HARRISON, as MAYOR of LEAGUE CITY, CITY OF, a MUNICIPALITY corporation, on behalf of the corporation, or ☐ _____, agent on behalf of _____, a _____ corporation.



My commission expires: JULY 31, 2004

Carol M. Cribbs

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF

CAROL M. CRIBBS

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER: 00568639-5

STATE OF

COUNTY OF

The foregoing instrument was (choose one) ☐ attested or ☐ acknowledged before me this _____ day of _____, 20____, by (choose one) ☐ _____ as an individual, ☐ _____, as _____ of _____, a _____ corporation, on behalf of the corporation, or ☐ _____, agent on behalf of _____, a _____ corporation.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER:

PLEASE SEE ATTACHED CERTIFICATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

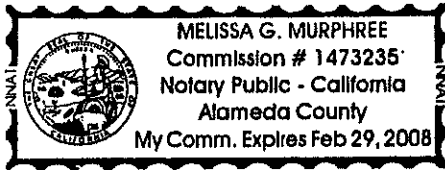
ALAMEDA

ss.

On APRIL 15TH 2001, before me, MELISSA G. MURPHREE, NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared GEORGE GHANTOUS
Name(s) of Signer(s)

- ☒ personally known to me
☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Melissa G. Murphree
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

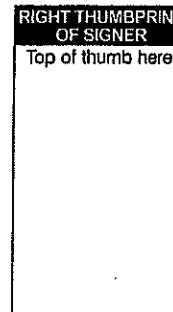
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



**EXHIBIT C
TO SITE AGREEMENT**

Legal Description

A parcel of land for the PCS within that certain 1.3501 acre tract of land known as Tract "A", or the "Elevated Storage Tank Site", owned by the City of League City, Texas and acquired through Eminent Domain Proceeding, in Galveston County, Texas;

Also known as a Abstract 9, Page 7 & 8, a portion of Lot 12 (12-1) Jensen Colony Subdivision, which has an address of 5123 1/2 Candlewood, League City, Texas.

Owner Initials: AS

Sprint PCS Initials: [Signature]