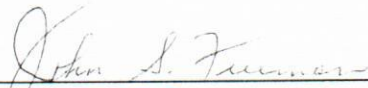


RESOLUTION

No. 23 - 01

BE IT RESOLVED that on June 14, 2001 the Town of Anderson by action of the City Council approved the attached affidavit and addendum to the Land Lease Agreement for Radio Communications Tower between Grimes County and Shaffer Tower Services, Inc.

Signed this 14th day of June, 2001.



MAYOR



SECRETARY

LAND LEASE AGREEMENT FOR RADIO COMMUNICATIONS TOWER

This Land Lease Agreement ("Lease Agreement") dated as of this _____ day of _____, 2001, by and between The State of Texas, County of Grimes, ("Landlord"), and Shaffer Tower Services, Inc., ("Tenant").

1. **Premises and Term**

In consideration of the obligation of Tenant to provide certain antenna tower space as hereinafter provided and in consideration of the other terms, provisions and covenants hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord, that certain tract or parcel of land as described in ("Exhibit A") attached hereto (the "Premises"), together with all rights, privileges, necessary easements, and appurtenances belonging or in any way pertaining thereto, TO HAVE AND TO HOLD the same for the primary term of twenty-five (25) years (the "Primary Term") commencing on the date hereof.

2. **Renewal Options**

Upon the expiration of the Primary Term, this Lease shall automatically renew for and up to five (5) additional successive renewal periods of five (5) years each, (each five year period being a "Renewable Term"), at like terms and conditions, unless Tenant shall give Landlord prior written notice of its intent not to renew, not less than ninety (90) days prior to the expiration of the then current term in effect.

3. **Use**

The Premises are to be used for the primary purposes of erecting, installing, operating and maintaining a radio communications tower (the "Tower"), buildings and equipment. Said Tower shall be erected for the purpose of providing radio communications for the County Sheriff's and Fire Departments', and the City of Anderson. Tenant may make any improvement, alteration or modifications to the Premises as are deemed appropriate by Tenant for its intended use hereunder, and Tenant shall be entitled to license or to sublease certain portions of the Premises to other third party user's for the purpose of providing supplemental income to the Tenant. At all times during the term of this Lease Agreement, Tenant and its' licensee's or sub-lessee's shall have the right to use, and shall have free access, ingress and egress to the Premises seven (7) days a week, twenty-

four (24) hours a day. Landlord shall not cause or permit the construction of any other radio or communications towers or other structures on the Premises that will affect or interfere with the Tower constructed by Tenant. In addition, it is understood that the City of Anderson has agreed to implement a moratorium on any other radio communications towers being constructed within the boundaries of the City Limits of Anderson, and said written documentation shall be attached hereto as "Exhibit B" of this Lease Agreement.

4. **Rent**

It is understood and agreed that Tenant, in lieu of the payment of any monies to Landlord under this Lease Agreement, shall provide certain reserved antenna space to be located at the top of the Tower. Landlord shall have the right to place two (2) antenna(s) upon the Tower, in the reserved location(s) outlined herein, to provide radio communications for the Grimes County Sheriff's Department and the Grimes County Fire Department. In addition, one (1) antenna location to be determined at a later date or when the need arises, shall be furnished to be utilized by the City of Anderson. In consideration of the foregoing, Landlord shall waive any and all associated rental monies, applicable sales/use tax or other assessments which could become due, at any time during the Term, by this Lease Agreement or by Tenant's usage of the Premises or other obligations hereunder.

5. **Equipment, Fixtures and Signage**

Tenant, its licensee's and/or sub-lessee's shall have the right to erect, install, maintain and operate on the Premises, such equipment, structures, fixtures, signage, and personal property as Tenant may deem necessary or appropriate, subject to and in compliance with all zoning and other governmental regulations, and such property, including the equipment, structures, fixtures, signage and personal property currently on the Premises, shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its licensee's or sub-lessee's. At any time during the term of this Lease Agreement, Tenant, its licensee's or sub-lessee's shall have the right to remove their equipment, structures, fixtures, signage and personal property from the Premises, provided Tenant is not in default hereunder.

6. **Electrical**

Landlord shall provide electrical facilities necessary to (i) sufficiently power its radio communications equipment and (ii) power the Tower lighting. Additionally, Landlord shall also insure that said power be connected to the Main Emergency Back-Up Power System currently installed at the facility (at minimum for the Tower lights).

In the event that, Landlord should have redundant capacity remaining on its Main Emergency Back-Up System sufficient for Tenants needs then, Tenant would like to have the option to connect to said system. Otherwise, Tenant shall provide electrical facilities necessary for its intended use hereunder.

7. Liens

Tenant shall indemnify and save harmless the Landlord against all loss, liability, costs, attorney's fees, damages or interest charges as a result of Mechanic's Liens or any other liens caused to be filed against the Premises or Tenant's Leasehold improvements therein as a result of acts or omissions of the Tenant or its agents and employees, and the Tenant shall promptly remove, pay, cancel or contest all such liens or secure the payment of any such liens within thirty (30) days after notice of filing. The interest of Landlord shall not be subject to liens for improvements made or the making of any such improvements and that the Landlord's liability for said improvement(s) is expressly prohibited by this lease.

8. Assignment

Tenant may assign this Lease Agreement to any person or entity at any time with the prior written consent of Landlord, which shall not be unreasonably withheld or delayed. Landlord's consent to any such assignment shall be conclusively deemed to have been given after ten (10) days following the Tenant's request if Landlord has not notified Tenant otherwise within the said ten (10) days. After delivery by Tenant to Landlord of an instrument of assumption by an assignee that assumes all the obligations of Tenant under this Lease Agreement, Tenant will be relieved of all liability hereunder.

9. Warranties and Agreements

(a) Landlord represents and warrants that it is the owner in fee simple of the Premises, free and clear of all liens and that it alone has full right to lease the Premises for the term set out herein. Landlord further represents and warrants that Tenant, upon performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Premises for the term of this Lease Agreement, including the Renewable Terms, without any hindrance, molestation or ejection by Landlord, its successors or assigns, or those claiming through them.

(b) During the term of this Lease Agreement, Landlord and Tenant covenant and agree that neither will grant, create or suffer any claim, lien, encumbrance, easement, restriction or other charge or exception to title to the Premises without the prior written consent of the other; provided, however, that it is expressly agreed and understood that Landlord may subject its interest in the Premises to a mortgage loan if its lender shall agree for itself, its successors and assigns, by written instrument in form and substance reasonably satisfactory to Tenant, (i) to be bound by the terms of this Lease Agreement, (ii) not to disturb Tenant's use or possession of the Premises in the event of a foreclosure of such lien or encumbrance so long as Tenant is not in default hereunder, and (iii) not to join Tenant as party defendant in any such foreclosure proceeding taken by it.

(c) Landlord shall promptly pay all real estate taxes and assessments against the Premises when due and shall avoid any delinquencies with respect thereto. If Landlord fails to make any payments required under this Lease Agreement, such as the payment of real estate taxes and assessments, or breaches any other obligation or covenant under this

Lease Agreement, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or perform such obligation on behalf of Landlord. The amount of any payments so made or costs so incurred by Tenant (including attorney's fees incurred in connection with Tenant performing such obligation) shall be paid by Landlord to Tenant with interest at the statutory rate thereon. If Landlord shall fail to pay such sums to Tenant within ten (10) days after written demand therefore, Tenant shall have the right to deduct such amounts, together with interest at the statutory rate, as an offset from rents then due or thereafter coming due under this Lease Agreement. Tenant shall pay all taxes incurred due to the construction and operation of the communications facility.

(d) Landlord shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Premises or cause the Premises to be in nonconformance with applicable local, state or Federal laws.

(e) Landlord has, to its knowledge but without any independent investigation, complied with all environmental, health and safety laws with respect to the Premises, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand or notice has been filed or commenced against Landlord or regarding the Premises alleging any failure so to comply. Without limiting the generality of the preceding sentence, Landlord and the Premises are in compliance with all environmental, health and safety laws. No asbestos-containing thermal insulation or products containing PCB's, formaldehyde, chlordane or heptachlor or other hazardous materials have been placed on or in the Premises by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Premises. To the knowledge of Landlord, there has been no release of or contamination by hazardous materials on the Premises.

(f) To Landlord's knowledge, all buildings and improvements located on the Premises are in compliance with all applicable laws. All such property, including without limitation, improvements, related heating, electrical, plumbing and other building equipment have been maintained in accordance with normal industry practice, are in working order adequate for normal operations, are in good operating condition and repair (subject to normal wear and tear), and are suitable for the purposes for which they presently are used. All utilities required for the operation of the improvements enter the Premises through adjoining public streets or, if they pass through an adjoining private tract, do so in accordance with valid public easements. All utilities are installed and operating and all installations and connection charges have been paid in full.

(g) Landlord has no knowledge of any fact or condition that could result in the termination or reduction of the current access from the Premises to existing highways and roads, or to sewer or other utility services serving the Premises. The Premises abuts on and has direct vehicular access to a public road, or has access to a public road via a permanent, irrevocable, appurtenant easement benefiting the parcel of real property, and access to the property is provided by paved right-of-way with adequate curb cuts available.

(h) The legal description for the Premises attached hereto as Exhibit A describes the Premises fully and adequately, and any improvements are located within the boundary lines of the described parcels of land, are not in violation of applicable setback requirements, zoning laws and ordinances (and none of the properties or buildings or improvements thereon are subject to "permitted non-conforming structure" or similar classifications), and do not encroach on any easement that may burden the land, and the land does not serve any adjoining property for any purpose inconsistent with the use of the land, and the property is not located within any flood plain or subject to any similar type restriction for which any permits or licenses necessary to the use thereof have not been obtained.

(i) With respect to the Premises, (i) there currently exists no leases, subleases, licenses, concessions or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the Premises, (ii) there are no outstanding options or rights of first refusal to purchase the Premises or any portion thereof or interest therein, and (iii) there are no parties (other than Landlord) in possession of the Premises.

(j) Landlord hereby agrees to indemnify, defend and hold harmless Tenant and its officers, directors, shareholders, agents and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from any breach by Landlord of any representation, warranty or covenant of Landlord contained herein or in any agreement executed pursuant hereto. Tenant hereby agrees to indemnify, defend and hold harmless Landlord against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Tenant of any representation, warranty or covenant of Tenant contained herein or in any agreement executed pursuant hereto.

10. **Default**

(a) The following events shall be "Events of Default" by Tenant under this Lease Agreement:

(i) Tenant shall fail to comply with any term, provision or covenant of this Lease Agreement, and shall not cure such failure within thirty (30) days after written notice thereof is given by Landlord to Tenant (provided that if such default cannot reasonably be cured within thirty (30) days, then Tenant shall have an additional reasonable period of time within which to cure such default);

(ii) Tenant shall be adjudged, bankrupt or insolvent, make a transfer in fraud of creditors, or make an assignment for the benefit of creditors and such judgement continues undischarged and unstayed for a period of ninety (90) days;

(iii) Tenant shall institute voluntary bankruptcy proceedings or consent to the filing of a bankruptcy proceeding against it or file a petition or answer or consent seeking reorganization or liquidation under any bankruptcy or similar law; or

(iv) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant and such appointment shall continue in effect unstayed for a period of ninety (90) days.

(b) Pursuant to any of the foregoing remedies shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rents due to Landlord hereunder or for any damage accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon the occurrence of an Event of Default shall not be deemed or construed to constitute a waiver of such default.

11. **Holding Over by Tenant**

Should Tenant or assignee, licensee or sub-lessee of Tenant holdover the Premises or any part thereof after the expiration of the Primary Term or Renewable Term hereof, unless otherwise agreed to in writing, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions.

12. **Lender's Continuation Rights**

(a) Landlord agrees to recognize the leases or licenses of all Tower sub-lessees or licensees and will permit each of such sub-lessees or licensees to remain in occupancy of its premises notwithstanding any default hereunder by lessee, licensee or Tenant so long as each respective lessee or licensee is not in default under the lease or license covering its premises. Landlord consents to the granting by Tenant of a lien and security interest in Tenant's interest in this Lease Agreement and all of Tenant's personal property and fixtures attached to the real property described herein, and furthermore consents to the exercise by Tenant's mortgagee of its rights of foreclosure with respect to its lien and security interest. Landlord agrees to recognize Tenant's mortgagee as Tenant hereunder upon any such exercise by Tenant's mortgagee of its rights of foreclosure, provided such mortgagee shall assume this Lease Agreement and pay all rents other charges due or accruing hereunder.

(b) Landlord hereby agrees to give Tenant's mortgagee written notice of any breach or default of the terms of this Lease Agreement, within fifteen (15) days after the occurrence thereof at such address as is specified by Tenant's mortgagee. Landlord further agrees that no default under this Lease Agreement shall be deemed to have occurred unless such notice to Tenant's mortgagee is also given and that, in the event of any breach or default under the terms of this Lease Agreement, Tenant's mortgagee shall have the right, to the same extent, for the same period and with the same effect, as the Tenant, plus a reasonable period time after any applicable grace period to cure or correct any such default whether the same shall consist of the failure to pay rent or the failure to perform, and Landlord agrees to accept such payment or performance on the part of the Tenant's mortgagee as though the same had been made or performed by the Tenant. Landlord agrees that it shall not exercise its right to terminate this Lease Agreement or

any of its other rights under this Lease Agreement upon breach or default of the terms of this Lease Agreement without so affording Tenant's mortgagee the foregoing notice and periods to cure any default or other breach under this Lease Agreement.

(c) So long as Tenant is not in default or shall be in default with the passage of any time period or notice provision, Landlord hereby (i) agrees to subordinate any lien or security interest which it may have which arises by law or pursuant to this Lease Agreement to the lien and security interest of Tenant's mortgagee in the collateral securing all indebtedness at any time owed by Tenant to its mortgagee (the "Collateral"), and (ii) furthermore agrees that upon an event of default under the loan documents between Tenant and its mortgagee shall be fully entitled to exercise its rights against the Collateral prior to the exercise by the Landlord of any rights which it may have therein, including, but limited to, entry upon the Premises and removal of the Collateral free and clear of the Landlord's lien and security interest.

(d) Landlord acknowledges that nothing contained herein shall be deemed or construed to obligate the Tenant's mortgagee to take any action hereunder, or to perform or discharge any obligation, duty or liability of Tenant under this Lease Agreement.

13. **Notices and Payments**

Any notice, document or payment required or permitted to be delivered or remitted hereunder or by law shall be deemed to be delivered or remitted, whether actually received or not, when deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed to the parties hereto at the respective addresses set out below, or at such other address as they shall have therefore specified by written notice delivered in accordance herewith:

LANDLORD:

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TENANT:

Shaffer Tower Services, Inc.
8584 Katy Freeway, Suite 300
Houston, TX 77024
Attn: Antonio Poy
(713) 463-0022

14. Recording

A short-form memorandum of this Lease Agreement may be recorded at Landlord's or Tenant's option. If recorded, Tenant agrees to execute a release in recordable form upon the expiration or earlier termination of this Lease Agreement.

15. Miscellaneous

This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns. This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the day first above written.

TENANT:

SHAFFER TOWER SERVICES, INC.

BY: _____

NAME: Antonio Poy

TITLE: Vice President

LANDLORD:

STATE OF TEXAS,
COUNTY OF GRIMES

BY: _____

NAME: _____

TITLE: _____

STATE OF _____

COUNTY OF _____

Execution of the foregoing instrument was acknowledged before me on this ____ day of _____, 2000, by _____, as _____, on behalf of the corporation. He/She is either personally known to me or has produced a Texas driver's license as identification.

(AFFIX NOTARY SEAL)

Commission No. _____

STATE OF _____

COUNTY OF _____

Execution of the foregoing instrument was acknowledged before me on this ____ day of _____, 2000, by _____, as _____, on behalf of the corporation. He/She is either personally known to me or has produced a Texas driver's license as identification.

(AFFIX NOTARY SEAL)

Commission No. _____

Notary Public, State of

NAME: _____

My commission expires:

Notary Public, State of

NAME: _____

My commission expires:

EXHIBIT A
LEGAL DESCRIPTION(S)

EXHIBIT B
CITY OF ANDERSON
MORATORIUM STATEMENT/AGREEMENT

**AFFIDAVIT
AND
ADDENDUM**

This Affidavit shall be attached as an addendum to and become a part of that certain ("Land Lease Agreement For Radio Communications Tower"), dated as of this _____ day of _____, 2001 between Grimes County, A Political Subdivision of The State Of Texas, ("Landlord") and Shaffer Tower Services, Inc., ("Tenant").

WHEREAS, in consideration for certain rights retained by the City of Anderson as outlined in the above referenced Land Lease Agreement For Radio Communications Tower, the City of Anderson, Grimes County Texas, by this Affidavit does hereby state and agree to promulgate and to enact a temporary moratorium on the future installation(s) of any wireless radio communications towers to be located within the confines of Anderson City Limits until such time that the Tower, as described in the above referenced agreement, with its available antenna mounting space be maximized to the extent of its structural limitations whereby rendering the Tower with a no-vacancy capacity, or for a period of not less than five (5) years, whichever is greater. It is understood and agreed that any moratorium or regulatory zoning ordinance so enacted shall not be construed to be a ban, but merely a temporary moratorium until such time that the above stipulations are met.