

COMMUNICATIONS EQUIPMENT SITE AGREEMENT

THIS COMMUNICATIONS EQUIPMENT SITE AGREEMENT ("Agreement") is entered into this ____ day of _____, 20__, by and between TOWER ASSETS NEWCO IX LLC, a Delaware limited liability company ("Owner") and Comal County, Texas, a political subdivision of the State of Texas ("Operator").

1. Grant. Subject to the following terms and conditions, Owner hereby grants Operator the nonexclusive right to install, maintain, operate and remove radio communications equipment and appurtenances on Owner's tower ("Tower") located on the property described in Exhibit "A" ("Premises"), and leases to Operator a portion of the Premises for construction and occupancy of an equipment shelter or building to house Operator's equipment on the Premises as more particularly described in Exhibit "A". Owner shall continue to have the right to occupy the Premises and the Tower and to grant others rights to occupy or utilize the Premises and the Tower at Owner's sole discretion. Owner also grants to Operator a non-exclusive easement during the term of this Lease for ingress, egress and regress and for the installation and transmission of utilities on property described on attached Exhibit "B" ("Easement"). Operator may install only the equipment, personal property, improvements, alterations or fixtures as specifically described on Exhibit "C" ("Equipment"), or as Owner may otherwise approve. Any personal property owned by Operator, whether or not fixed or attached to the Premises or Tower, shall remain the property of Operator prior to termination of this Agreement without regard to whether it appears on Exhibit "C".

2. Use. Operator shall use the Equipment and the Premises for the purpose of constructing, installing, maintaining, improving and operating, at Operator's expense, a communications facility, including antennae, buildings and incidental uses. Operator shall only use Tower space with antenna center lines (rad centers) of 40', 90', 110', 140', 150', 175' and 190' AGL. Operator shall be solely responsible for securing any and all building permits and approvals, zoning changes or approvals, variances, use permits, and other governmental permits from applicable governmental authorities, including any Federal Aviation Administration approval (collectively, "Permits") prior to any construction on the Premises. Owner agrees to reasonably cooperate with Operator in obtaining the Permits, and copies of the Permits shall be provided to Owner upon request. Operator shall promptly pay all costs and expenses and shall not cause or permit any lien to be created against the Premises.

3. Term. The term of this Agreement shall commence upon the earlier of (i) the date of installation start at the site or (ii) August 1, 2016, ("Commencement Date") and terminating at midnight five (5) years from this date ("Initial Term").

4. Renewal Term(s). Operator shall have the right to extend this Agreement, upon written agreement of both parties, for five (5) additional terms of five (5) years each ("Renewal Term(s)") on the same terms and conditions as set forth in this Agreement except that the Rent shall be as specified in Paragraph 5 below.

Notwithstanding the foregoing, if Owner's rights in the Premises are derived from a prime lease, license, or other similar agreement with a third party and such agreement has a shorter term or extension term than those provided for under this Section 4 then Operator's right to extend any particular Initial Term or Renewal Term shall only be for as long as Owner has a right to extend its interest in the same applicable premises. The termination date of the current term of any applicable underlying prime lease or license agreement is May 30, 2020, and the expiration of the last renewal term(s) to extend the term is May 30, 2030.

5. Rent.

(a) Initial Term. Beginning on the Commencement Date, Operator shall pay to Owner as rental the sum of Two Thousand Six Hundred Sixty Dollars (\$2,660.00) per month (Rent) which shall include Operator's right to use and occupy the ground space surrounding Owner's Tower. Rent payments shall be made monthly in advance to the Owner's notice address as specified below and shall be prorated for any partial month at the commencement or termination of this Lease, based on the number of days in that month. Rent shall increase annually on the anniversary of the Commencement Date by an amount equal to three percent (3%) over the prior year's Rent.

(b) Renewal Term. In the event that Operator elects to renew this Lease as provided in paragraph 4, Rent shall increase annually on the anniversary of the Commencement Date by an amount equal to three percent (3%) over the prior year's Rent.

6. Tower Maintenance. Owner represents and warrants that its operation of the Tower, exclusive of Operator's Equipment, including the lighting system, meets and will be maintained in accordance with all applicable laws, rules and regulations, including, without limitation, rules and regulations of the Federal Communications Commission, Federal Aviation Administration and all applicable local

codes and regulations. Owner shall maintain its lighting systems, tower antenna, transmission lines, equipment and building in good operating condition. The costs of maintaining the Tower shall be borne by Owner with the exception of Operator's antennae and Equipment and except for damage to the Tower caused by Operator or Operator's agents, employees, contractors or subcontractors, which shall be borne by Operator. Operator shall repair at Operator's cost any such damage, within 48 hours, and to the extent that such damage cannot be repaired within 48 hours, Operator shall make all efforts to begin such repair and finish such repair in a timely manner. Should Owner fail to timely make repairs required by this Agreement, Operator may, at Operator's option, make such repairs and Owner shall promptly reimburse Operator for its reasonable costs and expenses incurred in such repair.

In the event Owner fails to maintain the tower lighting systems, Tower, transmission lines, equipment and building as provided herein, Operator shall have the right to withhold Rent payments to Owner if Owner fails to make said repairs or to provide maintenance after Operator has given Owner five (5) days notice of the need to provide maintenance and repairs, or, shall at Operator's option and upon notice to Owner, terminate this Lease. Operator shall have the right to apply such Rent withheld hereunder to make the necessary repairs and provide the necessary maintenance and Operator shall not thereafter be responsible to Owner for the Rent withheld for such maintenance and repairs. Operator's activities and operations and the Equipment shall not interfere with Owner's maintenance and repair of the Tower and its lighting system.

7. Conditions Precedent. Operator's obligation to perform under this Agreement shall be subject to and conditioned upon:

(a) Operator's securing appropriate approvals for Operator's intended use of its Equipment on the Premises from the Federal Communications Commission, the Federal Aviation Administrator, and any other federal, state or local regulatory agency having jurisdiction over Operator's proposed use of the Equipment;

(b) Operator's obtaining, at its option and expense, a title report or commitment for a leasehold title policy from a title insurance company of Operator's choice which must show no defects or restrictions of title or any liens or encumbrances which may adversely affect Operator's use of the Premises or Operator's ability to obtain financing, provided Operator shall order such a policy within two business days of the execution of this Agreement;

(c) Operator's obtaining, at its option and expense, a survey, soil borings and analysis tests which must show no defects which, in the opinion of the Operator, may adversely affect Operator's use of the Premises, provided Operator shall order such tests within two business days of execution of this Agreement;

(d) Operator's approval of the condition of the Premises, which may be subject to, at Operator's option and expense, an environmental audit of the Premises performed by an environmental consulting firm of Operator's choice;

(e) Operator's determination that the Tower is structurally appropriate for Operator's needs.

In the event of a failure of any of the above referenced conditions precedent within 60 days of execution of this Agreement, Operator may terminate this Agreement through written notice to Owner. If Operator fails to provide such notice within 60 days of execution of this Agreement, each of the above conditions precedent shall be deemed satisfied.

8. Interference. Operator agrees to install Equipment only of types and generating frequencies which will not cause interference to transmissions or signals from Owner and other users of the Tower as may be already in place on the Tower. At Owner's request, Operator shall provide a detailed interference analysis showing potential conflicts between Operator's frequencies and those of the Owner or other users already in place on the Tower. In the event the Equipment causes such interference, Operator will take all steps necessary to correct and eliminate the interference. If the interference cannot be eliminated within 48 hours after receipt of written notice from Owner to Operator (Notice Date), Operator shall temporarily disconnect the electric power and shut down the Equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) and if such interference is not corrected within 30 days after receipt of the written notice, Operator agrees to remove the Equipment from the Tower and the Premises and this Agreement shall terminate as if by expiration. After the Equipment has been installed, Owner shall place similar restrictions upon interference with Operator's frequencies on others using Tower with Owner's permission, installed on the Tower after Operator's installation of the Equipment. In the event Third Parties' interference cannot be eliminated or rectified to Operator's satisfaction within 48 hours after receipt of written notice from Operator to Owner (Notice Date), Owner shall cause such Third Parties to temporarily disconnect the electric power and shut down the Third Parties' Equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) and if such interference is not corrected within 30 days after receipt of the written

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notice, Owner shall at the request of Operator require the party causing the interference to remove its equipment from the Tower and the Premises, or Operator may, at Operator's sole discretion and option, terminate this Lease upon notice to Owner.

9. Utilities and Access.

(a) Owner represents that utilities adequate for Operator's intended use of the Premises are presently available. Further, from time to time, Operator shall have the right to install utilities, to be separately metered at Operator's expense, and to improve present utilities on the Premises, including but not limited to the installation of emergency power generators. Operator shall have the right to place utilities on, or to bring utilities across or under, the Premises and the Easement in order to service the Equipment throughout the Initial Term or any Renewal Term of this Agreement. Owner shall, upon Operator's request, execute a separate written easement, acceptable to Owner, in a form which may be filed of record evidencing this right. Operator shall be responsible for all utility connection charges, and all utility use charges, for electricity or any other utility used by Operator.

(b) Operator shall have access to the Premises and the Equipment at all times, 24 hours each day, through the access drive presently existing on the Easement. Owner shall maintain the access drive in good condition throughout the Initial Term of this Agreement or any Renewal Term. Operator may, at its option and own expense, construct a suitable private access drive to the Premises and the Equipment within the Easement. To the degree additional access is required across other property owned by Owner, Owner shall execute an easement evidencing this right and agrees to maintain said access so that no interference is caused to Operator by other tenants, licensees, invitees or agents of the Owner.

10. Termination. Except as otherwise provided, this Agreement may only be terminated, without any penalty or further liability, upon written notice as follows:

(a) By either party upon a default of any covenant or term of this Agreement by the other party which default is not cured within 30 days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions of this Agreement); or

(b) By Operator if it is unable to obtain or maintain any license, permit or other Permits necessary to the construction and operation of the Equipment or Operator's business or intended use of the Premises; or

(c) By Operator if it is unable to appropriate funds for this Agreement in any given fiscal year.

11. Tower Analysis. Operator shall be solely responsible to ensure that Operator's installation of the Equipment shall not significantly affect the structural integrity of the Tower, and that no such damage results to the Tower due to installation of the Equipment. Owner agrees to furnish Operator, promptly upon Operator's request, with true and accurate copies of all tower analyses, if any, performed on the Tower by Owner within the two years preceding the request and Operator's attachment of antennas or Equipment on the Tower. In the absence of such an analysis or if the most recent analyses are insufficient for Operator's needs, Operator may request a new analysis. If Owner reasonably believes that the structural integrity of the Tower will be effected by the installation of Operator's Equipment, Owner may request Operator obtain a new analysis. Owner agrees to cooperate with Operator in acquiring the new analysis of the Tower. If a new analysis of the Tower is requested by Operator or Owner, Operator shall be responsible for coordinating that new analysis by a licensed structural engineer or other party acceptable to Owner, and Operator shall furnish a copy of the analysis to Owner. The costs of the new analysis shall be paid solely by Operator. If Operator requests, Owner shall submit, within 10 days of Operator's request, bids for any needed reinforcement or other work to make the Tower structurally sound. Should Operator not terminate this Agreement under Section 6 Tower Maintenance above, Owner shall reinforce or otherwise make the Tower structurally sound for Operator's use in accordance with such a submitted bid, at Owner's sole costs.

12. Taxes. Operator is exempt from property taxes under Texas Tax Code Section 11.11.

13. Liability Insurance. During the Initial Term and all Renewal Terms of this Agreement, Owner shall maintain, at its own expense, insurance coverage claims for public liability, personal injury, death and property damage under a policy of general liability insurance, with limits of not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence, and property damage insurance of not less than \$500,000.00. During the Initial Term and all Renewal Terms of this Agreement, Operator shall maintain, at its own expense, insurance coverage claims for public liability, personal injury, death and property damage under a policy of general liability insurance, with limits of not less than \$100,000.00 per person and \$300,000.00 per occurrence, and property damage insurance of not less than

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\$100,000.00. Such insurance shall insure against liabilities arising out of or in connection with Owner and Operator's use or occupancy of the Premises and the Tower subject to the standard exceptions found in commercial general liability insurance policies.

14. Condemnation. If a condemning authority takes, or acquires by deed in lieu of condemnation, all of the Premises, or a portion sufficient to render the Premises or the Tower, in the opinion of Operator, unsuitable for the use which Operator was then making of the Premises or that Tower, Operator may terminate this Agreement effective as of the date the title vests in the condemning authority. Owner and Operator shall share in the condemnation proceeds in proportion to the values of their respective interests in the Premises (which for Operator shall include, where applicable, reasonable moving expenses and prepaid fees).

15. Environmental Matters.

(a) Owner represents that, to the best of Owner's knowledge, no Hazardous Materials are presently located on the Premises or Easement, and Owner agrees that it will provide, at no cost or expense to Operator, for the removal of any Hazardous Materials if Hazardous Materials are brought onto the Premises or Easement by Owner, its agents, servants, employees, licensees, invitees or contractors. As used in this Agreement, "Hazardous Materials" shall mean any and all contaminants, oils, asbestos, radon, PCB's, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal, state or local government authority. If after Operator takes possession of the Premises Hazardous Materials are discovered to exist on, under or beneath the Premises, Operator may terminate this Agreement and Operator shall owe no further duties, obligations or liability to Owner.

(b) Operator shall comply with all laws, ordinances, rules, orders or regulations applicable to Hazardous Materials. Operator shall not use the Premises or the Easement for treatment, storage, transportation to or from, use or disposal of Hazardous Materials (other than petroleum products necessary for the operation of an emergency electrical generator to serve the Equipment). Operator shall be responsible for any expense incident to the abatement or compliance with the requirements of any federal, state or local statutory or regulatory requirements caused, directly or indirectly, by the activities of the Operator or Operator's agents, employees or contractors.

16. Hold Harmless.

(a) By Owner. Owner agrees to defend, indemnify and hold Operator and its affiliates or subsidiary companies, their officers, agents and employees harmless from and against any and all, costs, charges, expenses, losses, claims, actions, suits, causes of action, judgments and charges of every kind and nature whatsoever, including reasonable attorney's fees, which in any manner arise out of or relate to Owner's use or occupancy of the Premises, or from Owner's performance or failure to perform under this agreement or from any negligence or intentional misconduct by Owner, its subcontractors, agents, servants, employees or any or all of the, or from any defect in the title to the Premises, or from the presence of any Hazardous Materials on the Premises prior to the Commencement Date, or thereafter if brought onto the Premises by Owner or Owner's agents, employees, licensees, invitees or contractors.

(b) By Operator. Operator shall be responsible for the acts or failure to act of its employees, agents or servants, provided, however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act. Owner shall not in any event be liable in damages for Operator's business loss, business interruption, or other special, incidental or consequential damages of whatever kind or nature, regardless of the cause of such damages and Operator, and anyone claiming by or through it, expressly waives all claims for such damages.

17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, by certified mail, return receipt requested, or by overnight service having a record of receipt to the addresses indicated below:

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Operator Site ID: Startz Hill

If to Owner, to:

TOWER ASSETS NEWCO IX LLC
4091 Viscount Ave.
Memphis, Tennessee 38118
Attn.: William Orgel

If to Operator, to:

COMAL COUNTY JUDGE
150 N. Seguin Avenue
New Braunfels, Texas 78130

With a copy to:

COMAL COUNTY SHERIFF
3005 W. San Antonio Street
New Braunfels, Texas 78130

18. Title and Quiet Enjoyment. Owner represents and warrants to Operator that Owner currently leases or subleases the Premises. Owner represents to Operator that Owner has good and marketable title to its leasehold interest in the Premises as warranted to Owner by the fee owner, as the case may be, free and clear of all liens, encumbrances, and exceptions, except those described in property and tax records of the county in which the Premises is located. Owner shall warrant and defend same to Operator against the claims and demands of all persons and entities.

19. Assignment. Operator may not assign or delegate its interest in this Agreement without prior written approval by Owner, not to be unreasonably withheld, except that Operator may assign or delegate its rights and obligations under this Agreement to an Affiliate.

20. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

21. Compliance with Laws. All installations and operations in connection with this Agreement by either party shall be conducted in accordance with all applicable rules and regulations of the Federal Communications Commission, Federal Aviation Agency, and any other applicable federal, state and local laws, codes and regulations. Operator is solely responsible for the licensing, operation and maintenance of Operator's Equipment, including, without limitation, compliance with any terms of its Federal Communications Commission license with respect to tower light observation and any notification to the Federal Aviation Administration in that regard. Operator's Equipment, transmission lines, and any related devices, and the installation, maintenance and operation thereof, shall not damage the Tower or any property or properties adjoining, or interfere with the use of the Tower and the remainder of the Premises, by Owner or others.

22. Holding Over. In the event Operator remains on the Tower and in possession of the shelter or building on the Premises after the expiration of the Initial Term or a Renewal Term without executing a new Agreement, Operator shall occupy the Premises month-to-month, subject to all of the terms and conditions of this Agreement insofar as so consistent.

23. Estoppel. Each party agrees to furnish to the other, within 10 days after request, such truthful estoppel information as the other may reasonably request.

24. Miscellaneous.

(a) The substantially prevailing party in any litigation arising under this Agreement shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) This Agreement constitutes the entire agreement and understanding of Owner and Operator, and supersedes all offers, negotiations and other agreements. Any amendments to this Agreement must be in writing and executed by Owner and Operator.

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(c) If either Owner or Operator is represented by a real estate broker or agent in this transaction, that party shall be fully responsible for any fees or commission due such broker or agent and shall hold the other party harmless from any such claims arising from execution of this Agreement.

(d) Owner agrees to cooperate with Operator in executing any documents necessary to protect Operator's rights under this Agreement or Operator's use of the Premises. Operator may record this Agreement or a Memorandum of Agreement executed by all parties.

(e) This Agreement shall be construed in accordance with the laws of the state of Texas. Exclusive venue shall be in a court of competent jurisdiction in Comal County, Texas.

(f) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(g) Each of the undersigned warrants that he or she has the full right, power, and authority to execute this Agreement on behalf of the party indicated.

DRAFT

WITNESS WHEREOF, Owner and Operator have executed this Agreement effective as of the day and year first above written.

OWNER
TOWER ASSETS NEWCO IX LLC

By: _____
Its: _____
Date: _____

OPERATOR:
COMAL COUNTY, TEXAS

By: _____
Its: _____
Date: _____

Owner Site ID: TX-5591 Canyon Lake
Operator Site ID: Startz Hill

OWNER:

State of Tennessee
County of Shelby

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared William Orgel, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of Tower Assets Newco IX LLC, the within named Owner, a limited liability company, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

Witness my hand, at office, this ____ day of _____, 20__.

Notary Public

OPERATOR:

State of _____
County of _____

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the _____ of _____, the within named Operator, a corporation, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

Witness my hand, at office, this ____ day of _____, 20__.

Notary Public

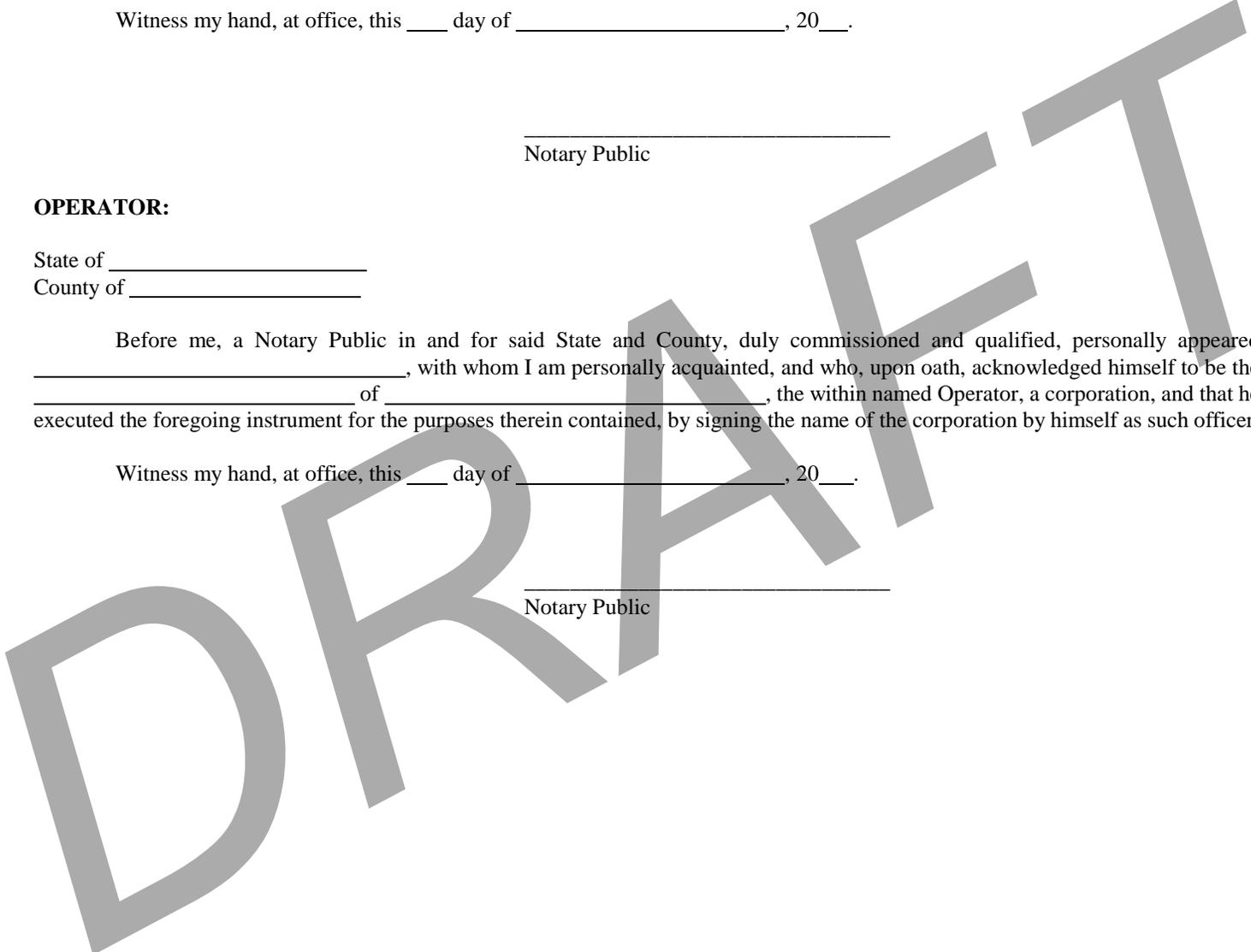


EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY AND DESCRIPTION OF PREMISES

The property referred to herein as Premises is located within the parent parcel described as follows:

BEING: A 70 foot by 70 foot tract of land out of the remaining portion of the Ora Mae Stapper Pfeuffer 44.347 acre tract described in Volume 132, Page 146 of the Official Public Records of Comal County, Texas. Said 0.11 acre "Lease Area" is out of the Leona Irrigation and Agriculture Association Development Grant Section 823, Abstract No. 376 and described by metes and bounds as follows;

COMMENCING: at a found $\frac{1}{2}$ " iron rod in the east right-of-way line of Farm to Market Road (FM) 3159 for the northwest corner of the said remaining portion of the 44.347 acre tract in the southwest corner of the 0.825 acre tract described in Volume 252, Page 888 of the Deed records of Comal County, Texas;

THENCE: South 67°19'16"East, a distance of 50.00 feet along and with the common lines of the 0.825 acre tract and the north line of the remaining portion of the said 44.347 acre tract to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "LANDATA" for the northwest corner of this 0.11 acre tract and the POINT OF BEGINNING;

THENCE South 67°19'16"East, a distance of 70.00 feet, along and with the south line of the said 0.825 acre tract and the north line of the remaining portion of the 44.347 acre tract to a set $\frac{1}{2}$ " iron rod marked "LANDATA" for a point in the north line of the remaining portion of the said 44.347 acre tract, a point in the south line of the said 0.825 acre tract and the northeast corner of this tract;

THENCE: South 22°39'05"West, a distance of 70.00 feet, into the said remaining portion of the 44.347 acre tract to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "LANDATA" for the southeast corner of this tract;

THENCE: North 67°19'16"West, a distance of 70.00 feet parallel to and 70 feet from the north line of this tract and the south line of the said 0.825 acre tract to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "LANDATA" for the southwest corner of this tract;

THENCE: North 22°39'05"East, a distance of 70.00 feet, parallel to and 70.00 feet from the east line of this tract to the POINT OF BEGINNING and containing 0.11 acres of land in Comal County, Texas.

The premises are located generally as indicated in the sketch attached to the Communications Equipment Site Agreement ("Agreement") as Exhibit A-2. Owner and Operator agree that within thirty (30) days following the full execution of the Option, Operator will replace this Exhibit A-2 with a revised Exhibit A-2 which shall be a metes and bounds legal description of the Premises, and which shall specifically identify the length and width dimension of the Premises upon which Operator may construct, operate and maintain its Communications Facilities as contemplated by the Communications Equipment Site Agreement.

EXHIBIT "B"

LEGAL DESCRIPTION OF EASEMENT

The Easement for ingress, egress and utilities across the parent parcel described on Exhibit A to the Agreement will be twenty feet (20') wide and located within the hatch marked area on the sketch below or attached legal easement description of Owner's easement. Owner and Operator agree that within thirty (30) days following the full execution of the Option, Operator shall replace (if needed) this Exhibit B with a revised Exhibit B which shall be a metes and bounds legal description of the ingress, egress and utility easement which will specifically identify the location and dimensions of the aforesaid easement.

BEING: A 20 foot wide access easement out of the remaining portion of the Ora Mae Stapper Pfueffer 44.347 acre tract described in Volume 132, Page 146 of the Official Public Records of Comal County, Texas. Said 0.06 acre "Access Easement" is out of the Leona Irrigation and Agriculture Association Development Grant Section 823, Abstract No. 376 and described by metes and bounds as follows;

BEGINNING: At a set 1/2" iron rod with a yellow cap marked "LANDATA" in the east right-of-way line of Farm to Market Road (FM) 3159 for the southwest corner of this access easement in the west line of the remaining portion of the 44.347 acre tract. Said iron rod is located north 22°39'04"East, a distance of 340.96 feet from a Texas Department of Transportation Monument at an angle point in the east line of the said right-of-way of FM 3159 and the southwest corner of the remaining portion of the said 44.439 acre tract;

THENCE: North 22°39'04"E, a distance of 21.13 feet, along and with the east right-of-way line of FM 3159 and the west line of the remaining portion of the said 44.437 acre tract to a set 1/2" iron rod for the northwest corner of this access easement;

THENCE: North 86°11'14"East, a distance of 9.74 feet to an angle point in the north line of this access easement;

THENCE: North 33°49'14"East, a distance of 27.01 feet to an angle point in the north line of this access easement;

THENCE: North 63°18'46"East, a distance of 77.04 feet to a point in the south line of the 70.0 foot by 70.0 foot "Lease Area" also surveyed this day and for the northwest angle point in this access easement;

THENCE: South 67°19'16"East, a distance of 20.75 feet, along and with the south line of the said "Lease Area" to an angle point for the southeast corner of this access easement;

THENCE: South 15°30'33"West, a distance of 7.20 feet to an angle point in the south line of this access easement;

THENCE: South 63°18'46"West, a distance of 80.90 feet, parallel to and 20.00 feet from the north line of this access easement to an angle point in this access easement;

THENCE: South 33°49'14"West, a distance of 33.45 feet, parallel to and 20.00 feet from the north line of this access easement to an angle point in the south line of this access easement;

THENCE: North 86°11'14"West, a distance of 28.11 feet, parallel to and 20.00 feet from the north line of this access easement to the POINT OF BEGINNING and containing 0.06 acres of land in Comal County, Texas.

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 Operator Site ID: Startz Hill

EXHIBIT "C"

**OPERATOR'S PERSONAL PROPERTY
 AND EQUIPMENT**

PART I - APPLICANT / CARRIER INFORMATION			
Applicant Carrier Name: COMAL COUNTY		Site Acq Company Name:	
Applicant Carrier Contact Name: RAMONA WOMACK		Site Acq Contact Name:	
Applicant Notice Address: 1297 CHURCHILL DR, NEW BRAUNFELS hurchill Dr, New Braunfels, TX 78130		Site Acq Address:	
Applicant Billing Address: 1297 CHURCHILL DR, NEW BRAUNFELS hurchill Dr, New Braunfels, TX 78130		Site Acq Phone:	
Applicant Federal Tax ID:		Site Acq Email:	
RF Engineer Contact:		Site Acq Fax:	
RF Email:		Construction Engineer Contact:	
RF Phone:		Construction Email:	
Real Estate Contact:		Construction Phone:	
Real Estate Email:		Emergency/Operations Contact:	
Real Estate Phone:		Emergency/Operations Email:	
		Emergency/Operations Phone:	
PART II - TOWER SITE INFORMATION			
Owner Site Name: COMAL COUNTY		Applicant's Proposed Site Name: STARTZ HILL	
Site Address (include city, county, state, zip): 39830 FM3159, CANYON LAKE, TX 78133 TOWER # TX-5591		Underlying Landowner Name: COMAL COUNTY	
Latitude: 29.821719		Structure Type & Height: STANDALONE / 190' AGL	
Longitude: -98.293189		Check One: <input type="checkbox"/> NAD 27	
		don't know <input type="checkbox"/> NAD 83	
Describe Proposed Use or Proposed Modification: 2 WAY PUBLIC SAFETY LAND MOBILE RADIO AND MICROWAVE RADIO BACKHAUL			

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PART III - CURRENT ANTENNA AND RELATED EQUIPMENT CONFIGURATION							
	Antennas Sector 1	Antennas Sector 2	Antennas Sector 3	TMA	RRU/RRH	Microwave	Other
Quantity							
Manufacturer							
Type & Model							
Weight							
Dimensions							
RAD Center AGL							
Mounting Height AGL (if different)							
Mount Type							
Azimuth							
Mech Tilt							
Tx Frequency							
Rx Frequency							
Antenna Gain (dB)							
# Lines per Antenna							
Line Manufacturer							
Line Type							
Line Diameter							
PART IV- PROPOSED ANTENNA & RELATED EQUIPMENT CONFIGURATION (Please fill in as Final Configuration)							
	Antennas	Antennas	Antennas	TMA	RRU/RRH	Microwave	Microwave
Quantity	1	1	1			3	1
Manufacturer	DECIBEL	DECIBEL	DECIBEL			RADIO WAVES	RADIO WAVES
Type & Model	DB224 138 - 174 MHz	DB224 138 - 174 MHz	DB224 138 - 174 MHz			MICROWAVE, HPD-2	MICROWAVE, HPD-3
Weight	35lbs	35lbs	35lbs				
Dimensions	20 feet each	20 feet each	20 feet each			2' DIA	3' DIA.
RAD Center AGL							
Mounting Height AGL (if different)	150'	175'	190'			40' 90' 110'	140'
Mount Type							
Azimuth							
Mech Tilt							
Tx Frequency						4.9 Ghz	4.9 Ghz
Rx Frequency						4.9 Ghz	4.9 Ghz
Antenna Gain (dB)							
# Lines per Antenna	1	1	1			1	1
Line Manufacturer							
Line Type	COAX	COAX	COAX			CAT 5, ALL Wx	CAT 5, ALL Wx
Line Diameter	7/8"	7/8"	7/8"			1/2"	1/2"

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 Operator Site ID: Startz Hill

PART V - GROUND SPACE & EQUIPMENT REQUIREMENTS				
Proposed Ground Lease Dimensions:			Equipment Pad/Platform Dimensions:	
Shelter or Outdoor Equipment?			Shelter Dimensions (LxWxH):	
EXISTING SHELTER			Generator Make & Model	
Generator Manufacturer			TENANT'S TO BE MOVED	
Generator Pad Dimensions:			Generator Capacity:	
EXISTING GENERATOR PAD			Tank Size:	
Fuel Type:			TENANT'S	
PROPANE				
	Transmitter 1	BACKHAUL EQUIPMENT	RECEIVER	Transmitter 4
BTS Mfr:	MOTOROLA	CAMBIUM	MOTOROLA	
Type & Model:	QUANTAR	4 ROUTERS 1 COMPARATOR	RADIO RECEIVER	
Type of Service:	2-WAY DIGITAL VHF	VOICE TO DATA	VOICE TO DATA	
Rack Dimsn:				
Cabinet Dimsn:	2'x2'x4'	2'x2'x4'	2'x2'x4'	
BTS Dimsn:				
Call Sign:	KVF-679			
# Channels:	1		1	
Tx Power:	UP TO 100 WATTS			
Desired ERP:	80 WATTS			
Elec Service:	110			
# of Outlets:				
Combiners:				
# of Ports:				
Other Equip:	BACKHAUL RADIO RECEIVER			
Other Application Comments:				

Owner and Operator agree that the attached application listing equipment to be installed will be the approved equipment and property that Operator may install under the terms of this Agreement