

AGREEMENT TO PLACE ANTENNAS ON WALNUT CREEK SPECIAL UTILITY DISTRICT
WATER TANK LOCATED IN WISE COUNTY

This Agreement to Place Antennas on WATER TANKS (Facility) by and between WISE COUNTY, Texas, a governmental entity (WISE COUNTY), and Walnut Creek Special Utility District, a utility district of the State of Texas (WALNUT CREEK), is entered into as of the date executed below ("Agreement").

WHEREAS, WISE COUNTY is acquiring a public safety radio communications system for the betterment of emergency communications within the County;

WHEREAS, WISE COUNTY has investigated and determined that it would be advantageous and beneficial to WISE COUNTY and its inhabitants to acquire permission from WALNUT CREEK to place relay antennas on their facility to be used for public safety wireless communications by WISE COUNTY;

WHEREAS, WALNUT CREEK has investigated and determined that it would be advantageous and beneficial to WALNUT CREEK to provide facility access to WISE COUNTY.

NOW THEREFORE, in consideration of the mutual covenants contained herein, WISE COUNTY and WALNUT CREEK agree as follows:

1. WATER TANK USE BY WISE COUNTY. WALNUT CREEK will provide WISE COUNTY access to its facility listed below for purposes of installing and maintaining a public safety radio communications system and related appurtenances to be used exclusively by WISE COUNTY for public safety wireless communications ("Communications Equipment"). No commercial use shall be permitted under this Agreement. Presently, WALNUT CREEK has a WATER TANK located at: 7311 FM 920 near the Community of Boonesville in Wise County, Texas

2. WATER TANK ACCESS PROVIDED. WISE COUNTY shall have the right, at its own expense, to install and maintain Communications Equipment on the Facility in existence and in a good and workmanlike manner that does not interfere with existing communication equipment, if any. All necessary access to the Facility, whether underground or aerial, will be provided at each of the Facility. WISE COUNTY shall submit plans and specifications for WALNUT CREEK's approval of the location of the Communications Equipment at the Facility and such approval shall not be unreasonably withheld. WISE COUNTY shall have access to the Facility Monday through Friday, 8:00 A.M. to 5:00 P.M. for purposes of performing maintenance on the Communications Equipment and shall have access 24-hours a day, 7-days a week for purposes of performing emergency maintenance on the Communications Equipment. WISE COUNTY shall notify WALNUT CREEK by telephone prior to entering the Facility. WALNUT CREEK hereby grants WISE COUNTY a right of ingress, egress and access to the Facility for the purpose of installing and maintaining Communications Equipment.

3. Standards. All work will be done according to applicable codes, licenses, regulations, and approved plans.

4. Consideration. WISE COUNTY agrees to pay WALNUT CREEK a sum of One Dollar (\$1.00) per year, payable in full for the initial term of the lease upon execution by the parties.

5. Term. The initial term of this Agreement shall be for ten (10) years from the date of final execution. This Agreement shall automatically be extended for two (2) additional five (5) year terms, upon the same terms and conditions, unless one party notifies the other in writing of its intent not to renew at least ninety (90) days prior to the expiration of the existing term. WISE COUNTY has the right to remove the Communications Equipment at its sole expense on or before the expiration or earlier termination of this Agreement, and WISE COUNTY shall repair any damage to the Facility caused by such removal. Upon the expiration or earlier termination of this Agreement, WISE COUNTY shall remove the Communications Equipment and repair any damage to the Facility caused by such removal.

6. Termination. This Agreement may be terminated by either party to this agreement upon ninety (90) days written notice. Further if it is determined by WALNUT CREEK in its sole discretion that WISE COUNTY's use of the Facility causes substantial or unacceptable interference with WALNUT CREEK's use of the above described property or Facility in furtherance of its operations, or in any way prevents WALNUT CREEK from complying with applicable rules or regulations, WALNUT CREEK must first provide notice of the interference and give WISE COUNTY a reasonable time to cure. After this time to cure, if Wise County cannot cure the substantial interference the agreement shall terminate automatically.

7. Title/Liens. WALNUT CREEK acknowledges that WISE COUNTY's equipment shall, at all times, remain the personal property of WISE COUNTY and shall not be considered a fixture to the real estate, tower or building comprising the Site. WALNUT CREEK shall not, permit any third party to remove or relocate WISE COUNTY's equipment not permit liens or encumbrances to be placed upon the equipment.

8. Miscellaneous Provisions.

- a) Assignment. WALNUT CREEK shall have the right to assign or transfer this Agreement, together with all right, title and interest in this Agreement, to any successor entity of WALNUT CREEK at any time during the term of this Agreement, and any such assignee shall acquire all of the rights and assume all of the obligations of WALNUT CREEK under this Agreement.
- b) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.
- c) Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Wise County, Texas.
- d) Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

- e) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- f) Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- g) Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- h) Representations. Each signatory represents that this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.
- i) Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- j) Relationship of Parties. Participation by either party in the terms of this Agreement shall not make such party an agent or representative of the other party.
- k) Sovereign Immunity. The parties agree that neither WISE COUNTY nor WALNUT CREEK has waived its sovereign immunity by entering into and performing its obligations under this Agreement.
- l) No Third Party Beneficiary. For purposes of this Agreement, including its intended operation and effect, the parties specifically agree that the Agreement only affects matters between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity.

m) Notice. Any notice required to be sent under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

WISE COUNTY:
Attn: Sheriff David Walker
P.O. Box 899
Decatur, Texas 76234

WALNUT CREEK:
1115 W HWY 199
Springtown, TX 76426
FAX No. 817-523-0359

n) Authorized Representatives. The parties agree that the following persons on behalf of each such party are entitled to act on its behalf in dealing with the other party and such other party is entitled to rely thereon:

On behalf of WISE COUNTY: Sheriff David Walker

On behalf of WALNUT CREEK: Jerry Holsomback

The parties may designate additional or substitute persons as their authorized representatives by notifying the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.

WISE COUNTY

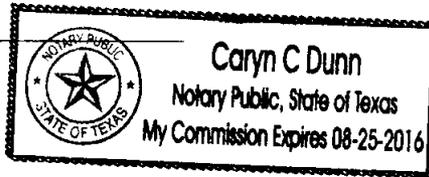
By: Bill McElhaney Date: 08/27/12
Name: Bill McElhaney
Title: County Judge

STATE OF TEXAS*

BEFORE ME, the undersigned authority, on this day personally appeared **Bill McElhaney** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for **WISE COUNTY**, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of August, 2012.

Caryn C Dunn
Notary Public, State of Texas



WALNUT CREEK SPECIAL UTILITY DISTRICT.

By: Lloyd Sisk Date: August 21, 2012
Name: Lloyd Sisk
Title: President

STATE OF TEXAS *

WISE COUNTY *

BEFORE ME, the undersigned authority, on this day personally appeared Lloyd Sisk, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for WALNUT CREEK and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21 day of August, 2012.

Paula J. Spence
Notary Public, State of Texas

