

Lease No. DACW63-1-24-0512  
Replaces No. DACW63-1-18-0685

**DEPARTMENT OF THE ARMY**  
**TELECOMMUNICATIONS TOWER LEASE**  
**COOPER LAKE**  
**HOPKINS COUNTY, TEXAS**

**THIS LEASE**, made on behalf of the United States, between the **SECRETARY OF THE ARMY**, acting by and through the Real Estate Contracting Officer, Real Estate Division, U.S. Army Engineer District, Fort Worth, hereinafter referred to as the Lessor, and Hopkins County, Texas, hereinafter referred to as the Lessee.

**WITNESSETH:**

The Lessor finds that this Lease is advantageous to the United States, that the terms and conditions are considered to be in the public interest; that the Premises are under the control of the Lessor and are not excess property; and that the Premises are not needed for the Term below for public use by the Lessor.

That the Lessor, by the authority of Title 10, United States Code, Section 2667, and for the consideration hereinafter set forth, hereby leases to the Lessee the property identified in **EXHIBITS A – MAP, B – SURVEY, and C – LEGAL DESCRIPTION**, attached hereto and made a part hereof, hereinafter referred to as the Premises, for operation, maintenance and repair of a radio telecommunications tower, antennas, and maintenance compound building with associated equipment for telecommunication purposes, as identified in **EXHIBIT D - DRAWING**, hereinafter referred to as the Facilities, on and/or over the Premises.

**THIS LEASE** is granted subject to the following conditions:

**1. TERM**

Said Premises are hereby leased for a term of **five (5) years**, beginning **JUNE 1, 2023** and ending, **MAY 31, 2028**, but revocable at will (for any reason at any time) by the Lessor.

## 2. CONSIDERATION

The consideration of this lease is the operation and maintenance of the Premises by the Lessee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

## 3. NOTICES

a. All notices and correspondence to be given pursuant to this lease shall be addressed, if to the Lessee, to Hopkins County, Post Office Box 288, Sulphur Springs, Texas 75483; and if to the Lessor, to the Real Estate Contracting Officer, Attention: Chief, Real Estate Division (CESWF-RE-M), Post Office Box 17300, Fort Worth, Texas 76102-0300; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

b. Notices shall be mailed by certified mail, postage prepaid, return receipt requested, addressed to the addresses above. The effective date of the notice shall be the earlier of the actual date of receipt or the date the addressee is notified of the attempted delivery of the certified mail, whether or not the addressee actually accepts delivery. Use of an express delivery service shall not substitute for this requirement.

c. General correspondence and other communications, other than notices, do not have to be sent certified mail, return receipt requested.

## 4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary of the Army", "Real Estate Contracting Officer", "Lessor", "Chief, Real Estate Division" or "said officer" shall include their duly authorized representatives. Any reference to "Lessee" shall include subgrantees, licensees, assignees, transferees, successors and their duly authorized representatives.

## 5. SUPERVISION BY THE LESSOR

a. The use and occupation of the Premises incident to the exercise of the privileges and purposes hereby granted shall be subject to the supervision and approval of the Lessor and to such general rules and regulations as the Lessor may from time to time prescribe.

b. The Premises shall be under the general supervision and subject to the approval of the Lessor, hereinafter referred to as said officer, having operational control over the Premises, and in such manner as not to endanger personnel or property of the Lessor or obstruct travel on any road thereon.

## **6. IDENTIFICATION OF GOVERNMENT AGENCIES, STATUTES, PROGRAMS AND FORMS**

Any reference in this Lease, by name or number, to a government department, agency, statute, regulation, program, or form shall include any successor, amendment, or similar department, agency, statute, regulation, program or form.

## **7. APPLICABLE LAWS AND REGULATIONS**

a. The Lessee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the Premises are located.

b. The Lessee shall be solely responsible for obtaining at its cost and expense any permits or licenses required for its operations under this Lease, independent of any existing permits or licenses held by the Lessor.

c. The Lessee shall promptly report to the Lessor any incident for which the Lessee is required to notify a Federal, state or local regulatory agency or any citation by Federal, state or local regulatory agency of non-compliance with any applicable law, ordinance or regulation.

## **8. CONDITION OF PREMISES**

The Lessee acknowledges that it has inspected the Premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

## **9. TRANSFERS AND ASSIGNMENTS**

a. Without prior written approval of the Lessor, the Lessee shall neither transfer nor assign this Lease, nor sublet the Premises or any part thereof, nor grant any interest, privilege or license whatsoever in connection with this Lease. Failure to comply with this condition shall constitute a non-compliance for which the Lease may be revoked immediately by the Lessor.

b. Except:

(1) The Lessee may sublease space, on the tower for the installation of telecommunication antenna together with portions of the lease land for related equipment. The sublessee is bound to the responsibilities of the Lessee in the space subleased. The Lessee shall not sublet the Premises or part thereof or any property thereon for any purpose other than telecommunication, nor grant any interest, privilege, or license whatsoever in connection with this lease without permission in writing from the Real Estate Contracting Officer.

(2) This lease may be sold, assigned or transferred by the Lessee, without prior approval or consent of the Government to the Lessee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or 51% or more of the Lessee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. Even if such approval or consent is not required, notification via an assignment document shall be required.

c. Any sublease for telecommunication antenna and related equipment granted by the Lessee shall comply with this lease agreement. A copy of each sublease agreement, upon execution by the Lessee and Sublessee, shall be furnished to the U.S. Army Engineer District, Fort Worth and delivered to Real Estate Contracting Officer, Attention: Chief, Real Estate Division, (CESWF-RE-M), Post Office Box 17300, Fort Worth, Texas, 76102-0300. The fees charged by the Lessee as consideration for the sublease shall be based on the current fair market value as determined by the Lessee and approved by the Government. The Government and the Lessee agree that the Government shall receive **50%** of the consideration for the first sublease and **50%** of each subsequent sublet granted by the Lessee. The Lessee shall be responsible for collecting all rents from the sublessees and shall remit the Lessor's share within 30 days after rents are due, to Finance and Accounting Officer, 5722 Integrity Drive, Millington, Tennessee 38054-5028, whether or not such rentals have been received by the Lessee. In addition to the fair market rent, the Lessee may also charge the Sublessee an additional fee to cover its administrative processing expenses. This fee shall remain the property of the Lessee.

d. Lessee may not assign its interest in this lease to a party that is suspended, debarred, or otherwise ineligible to contract with the Federal Government.

e. Under any assignment made by Lessee other than a sublease pursuant to subparagraph (c), above, the assignee shall be deemed to have assumed all the obligations of this Lease, but no assignment shall relieve the assignor of any of Lessee's

obligations hereunder except for an extension of the lease term beginning after the assignment, and then only if Lessor consents. In the event that a Financing Entity elects to continue operating the Lessee Facilities as set forth in subparagraph (g), below, such Financing Entity thereafter shall be fully subject to the provisions of this subparagraph (e).

f. Lessor agrees not to terminate or otherwise take adverse action against Lessee under this Lease unless any identified Financing Entity has first been provided with notice of Lessor's anticipated adverse action and been afforded a reasonable opportunity to cure any identified default in performance. To be eligible for the notice and opportunity to cure any default, Lessee shall provide Lessor with the name, address and phone number of its designated Financing Entity. The information contained in the previous sentence regarding the designated Financing Entity shall also serve to satisfy the notice of assignment requirement set forth in subparagraph (g), below, for \_\_\_\_\_. Lessee shall provide written notice to Lessor within thirty (30) days of any change in the designated Financing Entity.

g. In the event of any assignment by Lessee of this Lease, including any sublease pursuant to subparagraph (c), above, (other than the sublease to \_\_\_\_\_, identified in subparagraph (f) above), Lessee shall provide written notice thereof within thirty (30) days of such assignment. Subject to subparagraph (d), above, in the event that a Financing Entity elects to exercise its right to continue operating the Lessee Facilities after acceding to Lessee's rights by foreclosure or otherwise, such Financing Entity shall be deemed to have assumed all of the obligations of this Lease, and Lessee and/or such Financing Entity shall provide notice thereof to Lessor within thirty (30) days after such election.

## 10. LESSEE'S FINANCIAL ARRANGEMENTS

a. Lessor acknowledges that Lessee may enter into a financing arrangement including promissory notes, and financial and security agreements for the Lessee facilities or equipment with a third-party financing entity (and may in the future enter into additional financing arrangements with other financing entities).

b. Such financing shall specifically not cover the underlying Premises, but only cover the Lessee facilities. Any financing of the leasehold estate shall be approved by the Lessor in writing as set out in the Condition of TRANSFERS AND ASSIGNMENTS above.

c. In connection with said financing of the Lessee facilities or equipment, Lessor agrees not to seize said equipment by reason of Lessee's default, unless that default is due to nonpayment of rent or utilities or other nonperformance by Lessee under the Lease for which an opportunity to cure, if applicable, has been provided to the Financing Entity

and exercised. If Lessor seizes Lessee's equipment, it shall make that equipment available for Lessee or Lessee's Financing Entity to retrieve upon payment of amounts due including reasonable costs associated with the seizure.

## **11. COST OF UTILITIES**

The Lessee shall pay the cost, as determined by the said officer having operational control over the Premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the Lessee, including the Lessee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the said officer having such operational control.

## **12. PROTECTION OF PROPERTY**

a. The Lessee shall keep the Premises in good order and repair and in a decent, clean, sanitary, and safe condition by and at the expense of the Lessee. The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this Lease and shall exercise due diligence in the protection of all property located on the Premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to a condition satisfactory to Lessor, or at the election of Lessor, reimbursement made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to Lessor.

b. In addition to the rights of termination for non-compliance (for any reason at any time), the Lessor, upon discovery of any hazardous conditions on the Premises that present an immediate threat to health and/or danger to life or property, shall so notify the Lessee and shall require that the affected part or all of the Premises be closed to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected, the Lessor shall have the option to: (1) correct the hazardous conditions and collect the cost of repairs and any other resulting damages, including consequential damages and loss in value to the Premises from the Lessee, if the conditions were caused by Lessee; or, (2) exercise the Lessor's authority to revoke the Lease for non-compliance (for any reason at any time). The Lessee and its subgrantees or licensees shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition.

### 13. RENTAL ADJUSTMENT

In the event the Lessor revokes this Lease or in any other manner materially reduces the Premises or materially affects its use by the Lessee prior to the expiration date, an equitable adjustment shall be made in the rental paid or to be paid under this Lease. Any adjustment of rent shall be evidenced by a written supplemental agreement, executed by the Lessor; PROVIDED, however, that none of the provisions of this Condition shall apply in the event of revocation because of non-compliance by the Lessee with any of the terms and conditions of this Lease.

### 14. INSURANCE

a. At the commencement of this Lease, the Lessee, unless self-insured, shall obtain, from a reputable insurance company, or companies, liability insurance and any other insurance consistent with sound business practices for the use authorized. The liability insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices or a minimum combined single limit of \$1,000,000, whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons resulting from the operations of the Lessee under the terms of this Lease. The Lessee shall require its insurance company to furnish to the Lessor a copy of the policy or policies, or if acceptable to the Lessor, certificates of insurance evidencing the purchase of such insurance. The minimum amount of liability insurance coverage is subject to revision by the Lessor every three years or upon renewal or modification of this Lease.

b. The insurance policy or policies shall be a comprehensive form of contract and shall specifically provide protection appropriate for the types of facilities, services and activities involved. The Lessee shall require that the insurance company give the Lessor thirty (30) days written notice of any cancellation or change in such insurance. The Lessor may require closure of any or all of the Premises during any period for which the Lessee does not have the required insurance coverage.

c. The insurer(s) shall have no right of subrogation against the Lessor.

### 15. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the Premises at any time and for any purpose necessary or convenient in connection with government purposes; to make inspections, to remove timber or other

material, except property of the Lessee, and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

#### 16. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Lessee, or for damages to the property or injuries to the person of the Lessee's officers, agents or employees or others who may be on the Premises at their invitation or the invitation of any one of them, and the Lessee shall hold the United States harmless from any and all such damages or claims, not including damages due to the fault or negligence of the United States or its contractors.

#### 17. RESTORATION

a. On or before the earlier of expiration, revocation, or termination date of this Lease, the Lessee and the Lessor shall prepare an inventory and condition report showing the improvements and related personal property located on the Premises. This report shall constitute the basis for settlement of **RESTORATION** obligations under this Condition.

b. The Lessee and the Lessor shall negotiate which property shall be removed by Lessee and which property shall be surrendered to the United States, with title reverting to the United States without consideration. The Lessee shall then remove the agreed upon property; restore the Premises; and vacate the Premises. But if, however, this Lease is revoked and no agreement reached, the Lessee shall vacate the Premises, remove said property and restore the Premises within such time as the Lessor may designate.

c. If the Lessee shall fail or neglect to remove said property, then, at the option of the Lessor, (a) title to said property shall revert to the United States without compensation therefore, or (b) the Lessor may cause the property to be removed as restoration of the Premises, set out in d. below.

d. If the Lessee shall fail or neglect to restore the Premises, as agreed, the Lessor may cause restoration work to be performed. The Lessee shall pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this Lease in restoring the Premises.



e. No claim shall be created by or made on account of such reversion, removal, demand, damages and restoration against the United States or its officers or agents.

f. The Lessee grants the Lessor power of attorney to execute any deed, bill of sale or other documents to clear title to the personal property and improvements whose non-removal has been agreed to by the Lessor or where title is reverting to the United States. The Lessor may provide appropriate evidence of title in the Lessee to all property being removed by Lessee.

### **18. NON-DISCRIMINATION**

a. The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin or religion.

b. The Grantee, by acceptance of this easement, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Grantee, its agents, successors, transferees, and assignees.

### **19. SUBJECT TO EASEMENTS**

This Lease is subject to all existing easements, whether of record or not, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the Premises, provided that the proposed grant of any new easement or route shall be coordinated with the Lessee, and easements shall not be granted which shall, in the opinion of the Lessor, interfere with the use of the Premises by the Lessee.

### **20. SUBJECT TO MINERAL INTERESTS**

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM), which has responsibility for mineral development on federal lands. The Lessor shall provide lease stipulations to BLM for inclusion in said mineral leases that are designed to protect the Premises from activities that would interfere with the Lessee's operations or would be contrary to local law.

## 21. COMPLIANCE AND TERMINATION

This lease may be terminated by the Lessee at any time by giving the Lessor at least thirty (30) days' notice in writing provided that no refund by the United States of any rental previously paid shall be made, and provided further, that in the event that said notice is not given at least thirty (30) days prior to the rental due date, the Lessee shall be required to pay the rental for the period shown in the condition on **CONSIDERATION.**

## 22. PROHIBITED USES

a. The Lessee shall not permit gambling on the Premises or install or operate, or permit to be installed or operated thereon, any device which is illegal; or use the Premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the Premises any activity which would constitute a nuisance. The Lessee shall not sell, store or dispense, or permit the sale, storage, or dispensing of beer or other intoxicating liquors on the Premises.

b. The Lessee shall not construct or place any structure, improvement or advertising sign or allow or permit such construction or placement without prior written approval of the said officer having operational control over the Premises.

## 23. NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the Premises except as authorized in writing by the said officer having operational control over the Premises.

## 24. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. §§ 7101-7109) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim", as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to this lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the

payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph c.(2) below. The routine request for rental payments that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by this clause, if it is disputed either as a liability or amount or is not acted upon in a reasonable time.

c.

(1) A Claim by the Lessee shall be made in writing and submitted to the Lessor for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the Lessor.

(2) For Lessee claims exceeding \$100,000, the Lessee shall submit with the claim a certification that—

(i) the claim is made in good faith; and

(ii) supporting data are accurate and complete to the best of the Lessee's knowledge and belief;

(iii) and the amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

(3) If the Lessee is an individual, the certificate shall be executed by that individual. If the Lessee is not an individual, the certification shall be executed by:

(i) a senior company official in charge of the Lessee's location involved; or

(ii) an officer or general partner of the Lessee having overall responsibility of the conduct of the Lessee's affairs.

d. For Lessee claims of \$100,000 or less, the Lessor shall, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$100,000, the Lessor shall, within 60 days, decide the claim or notify the Lessee of the date by which the decision shall be made.

e. The Lessor's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the Lessee is submitted to the Lessor or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution

procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the Lessor received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Lessor receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim. Rental amounts due to the Government by the Lessee shall have interest and penalties as set out in the condition on **CONSIDERATION**.

h. The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, or action arising under the lease, and comply with any decision of the Lessor.

## **25. ENVIRONMENTAL PROTECTION PROVISIONS**

a. The Lessee, including the Lessee's sublessees/successors or assigns, employees, agents, contractors and invitees of any of them, shall use all reasonable means available to protect the environmental and natural resources and where damage nonetheless occurs from activities of the Lessee, including the Lessee's subtenant/successors or assigns, employees, agents, contractors and invitees of any of them, the Lessee shall be liable to restore the damaged resources.

b. The Lessee, including the Lessee's sublessees/successors or assigns, employees, agents, contractors and invitees of any of them, shall protect the project against pollution of its air, ground and waters by complying, at its sole cost and expense, with all Environmental Laws that are or may become applicable to the Premises or the Lessee's activities on the Premises, including but not limited to all applicable Federal, state, and local laws, regulations, USACE policies, and other requirements. The disposal of any toxic or hazardous materials within the Premises is specifically prohibited.

c. The term "Environmental Law", as used herein, means any statute, law, act, ordinance, rule, regulation, order, decree, or ruling of any Federal, state and/or local governmental, quasi-governmental, administrative or judicial body, agency, board, commission or other authority relating to the protection of health and/or the environment or otherwise regulating and/or restricting the use, storage, disposal, treatment, handling,

release, and/or transportation of Hazardous Substances, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Federal Water Pollution Control Act, the Clean Air Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Emergency Planning and Community Right To Know Act, and the environmental control laws of the State of Texas, each as now or hereafter amended, and all regulations and interpretive guidelines respectively promulgated thereunder. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this Lease.

d. The Lessee is required to participate in all aspects of an environmental assessment, including but not limited to pre-briefings, the Outgrant Pre Visit Questionnaire, the assessment, exit briefings, etc., of their outgranted area. The Lessee shall promptly initiate and complete all necessary corrective actions, as determined and directed by the Real Estate Contracting Officer, in order to fully resolve those findings contained in Environmental Assessment Reports that the Real Estate Contracting Officer determines shall be implemented. Failure of the Lessee to take the required corrective action(s) identified in the environmental assessments may be referred to the appropriate enforcement agency who shall render final determinations with respect to compliance with relevant laws or regulations. Continued non-compliance by the Lessee may also serve as grounds for revocation of this Lease.

e. The Lessee shall not discharge waste or effluent from the Premises in such a manner that the discharge shall contaminate streams or other bodies of water or otherwise become a public nuisance.

f. The use of any pesticides or herbicides within the Premises shall be in conformance with all applicable Federal, state, interstate, and local laws and regulations. The Lessee shall obtain approval in writing from Lessor's representative having immediate jurisdiction over the property before any pesticides or herbicides are applied to the Premises.

## **26. PHASE I ENVIRONMENTAL SITE ASSESSMENT**

A Phase I Environmental Site Assessment (Phase I ESA) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as **EXHIBIT E**. Upon expiration, revocation or relinquishment of this lease another Phase I ESA shall be prepared which shall document the environmental condition of the property at that time. A comparison of the two reports shall assist the Lessor in

determining any environmental restoration requirements. Any such requirements shall be completed by the Lessee in accordance with the condition on **RESTORATION**.

**27. HISTORIC PRESERVATION**

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the Premises, the Lessee shall immediately notify the Lessor and protect the site and the material from further disturbance until the said officer having operational control over the Premises gives clearance to proceed.

**28. SOIL AND WATER CONSERVATION**

The Lessee shall maintain, in a manner satisfactory to the Lessor, all soil and water conservation structures that may be in existence upon said Premises at the beginning of or that may be constructed by the Lessee during the term of this Lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the Premises. Any soil erosion occurring outside the Premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the Lessor.

**29. TAXES**

Any and all taxes imposed by the state or its political subdivisions upon the property or interest of the Lessee in the Premises shall be paid promptly by the Lessee. If and to the extent that the Premises is later made taxable by state or local governments under an Act of Congress, the lease shall be renegotiated.

**30. COVENANT AGAINST CONTINGENT FEES**

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

### **31. TITLE TO IMPROVEMENTS**

The demolition, renovation and construction of improvements by the Lessee are private undertakings and during the term of this Lease, title to all improvements shall vest and remain in Lessee. The improvements shall remain real property for the duration of this Lease. All structures and equipment furnished by the Lessee shall be and remain the property of the Lessee.

### **32. SEVERAL LESSEES**

If more than one Lessee is named in this lease the obligations of said Lessees herein contained shall be joint and several obligations.

### **33. MODIFICATIONS AND CONSENTS**

a. This Lease contains the entire agreement between the parties hereto with regard to the Lease, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as all other conditions of this Lease.

b. The provisions of this Lease may only be superseded, modified, or repealed pursuant to a written amendment or supplemental agreement to this Lease.

### **34. DISCLAIMER**

This instrument is effective only insofar as the rights of the United States in the Premises are concerned; and the Lessee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this Lease does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or Section 408 (33 U.S.C. § 408) or any other permit or license which may be required by Federal, state, interstate or local laws in connection with the use of the Premises.

### **35. LABOR, MATERIAL EQUIPMENT AND SUPPLIES**

Lessee shall bear the sole responsibility for furnishing and paying for all labor, materials, equipment, and supplies used in conjunction with the exercise by the Lessee of any right granted hereunder, unless specifically absolved from said responsibilities elsewhere within this Lease.

**36. DESTRUCTION BY UNAVOIDABLE CASUALTY**

If the Premises or improvement shall be destroyed or be so totally damaged by fire or other unavoidable casualty so as to render the Premises untenable, wholly or in part, then payment of rent shall cease and either party may forthwith terminate this Lease by written notice to that effect. If part of the Premises or the improvements were rendered untenable, rental payment may be apportioned to reflect the part remaining usable to Lessee.

**37. SUB-CONTRACTORS AND AGENT FOR LESSEE**

All work shall be performed by skilled trades-people accomplished at their craft and bonded against loss due to damages resulting directly or indirectly for work performed.

**38. EXAMINATION OF RECORDS**

The Lessor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under this Lease, have access to and the right to examine any directly pertinent books, documents, papers and /or records of the Lessee involving transactions relating to subleasing this site.

**39. RADIO FREQUENCY INTERFERENCE**

The installation, operation and maintenance of Lessee's equipment shall in no way damage the leased Premises, interfere with users already in operation on or in the vicinity of the leased Premises or interfere with the Government's maintenance of the leased Premises. In the event Lessee or its equipment in any way damages the Premises, or causes interference as noted above, the Lessee shall, at its expense repair such damage to Lessor's reasonable satisfaction or eliminate such interference within twenty-four (24) hours of receipt of notice of such interference. Lessee shall not reuse its equipment until such interference is permanently eliminated (except for brief testing which shall be coordinated with the Cooper Lake Project Office). In the event Lessee is not able to permanently eliminate such interference within thirty (30) days from receipt of Lessor's notice, then Lessor may terminate this Lease immediately.

**40. COORDINATION OF ELECTRICAL CONNECTION**

Installation of any antennas, cabling, and related equipment shall be done in accordance with existing Federal, state and municipal codes, including the National Electrical Code and any other codes which directly relate to the issues of communication equipment and/or antennas; in any case where codes differ, the more stringent application



shall prevail. All work shall be done by personnel who are bonded and licensed trades-people, Lessee is required to coordinate installation of all electrical connections that tie into building systems that would be affected. Nothing in this paragraph shall be construed as diminishing the right of the Government to review and approve all such work, nor does it absolve Lessee from its obligation to obtain such review and approval. The requirements of this paragraph are above and beyond the requirements for the Government review and approval.

#### **41. EQUIPMENT USE, MAINTENANCE AND REPLACEMENT**

The Lessee is hereby approved to install, use, and maintain the equipment (collectively "Lease Equipment") generally described in **EXHIBIT F** of this Lease, attached hereto and made a part hereof, in and upon the lease Premises. Prior to the installation of any Lease Equipment or construction of any facilities necessary to its operation, uses or purposes, the Lessee shall submit to the Government all data sheets, engineering drawings, plans and specifications of the Lease Equipment and related facilities intended for use by the Lessee. The Lessee may replace the Lease Equipment and antennas with similar or comparable equipment; and if necessary, install additional equipment subject to the approval of the Government. The Government shall not unreasonably withhold such approval. Installation of higher capacity and/or additional equipment may be subject to increases in the consideration and fees stipulated in Condition No. 2, Consideration, of this Lease.

#### **42. EVALUATION OF POTENTIAL ELECTROMAGNETIC INTERFERENCE**

Prior to the placement of any new telecommunications services, the services may be evaluated for potential electromagnetic interference to the existing or planned telecommunications operations of the Department of Defense systems. The Lessee shall be required to provide the technical data required for analysis and obtain approval that the proposed equipment shall not have any adverse impacts to Department of Defense systems, prior to operation and use. The Lessee shall be required to cover the cost of the evaluation(s).

#### **43. FAILURE OF LESSOR TO INSIST UPON COMPLIANCE**

a. The failure of the Lessor to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Lease shall not be construed as a waiver of relinquishment of the Lessor's right to the current or future performance of any such terms, covenants or conditions and the Lessee's obligations in respect to such performance shall continue in full force and effect.

b. No remedy herein or otherwise conferred upon or reserved to Lessor shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at or in equity, regulation or by statute, and every power and remedy given by this Lease to Lessor may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

#### **44. NO INDIVIDUAL LIABILITY OF UNITED STATES OFFICIALS**

No covenant or agreement contained in this Lease shall be deemed to be the covenant or agreement of any individual officer, agent, employee or representative of the United States, in his or her individual capacity and none of such persons shall be subject to any personal liability or accountability by reason of the execution of this Lease, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty, or otherwise.

#### **45. MERGER**

This Lease and any agreement shall not merge. In the event, the terms and conditions of this Lease conflict with the terms and conditions of the agreement the terms and conditions of the Lease shall prevail.

#### **46. EXCAVATION RESTRICTIONS AND NOTIFICATION**

a. In the event that the Lessee discovers unexpected buried debris or a foreign, potentially unsafe or hazardous substance, the Lessee shall immediately cease work in the affected area, immediately notify the said officer having operational control over the property, and protect the affected area and the material from further disturbance until the Lessor's representative having immediate jurisdiction over the property gives clearance to proceed.

b. In the event the Lessee should discover any non-natural radioactive or hazardous materials in the soils of the Premises, they shall not attempt to disturb, remove or destroy the material; but shall immediately notify the said officer having operational control over the property that deals with hazardous material.

c. If the Lessee believes that the buried debris or a foreign, potentially unsafe or hazardous substance is a Lessor responsible hazardous material, the Lessee shall immediately secure the area and notify the said officer of the existence of the hazardous material and Lessee shall not further disturb such hazardous material without the written permission of the said officer.

d. Such abeyance of activity in the affected area shall not constitute a default of the Lessee's obligation under this Lease.

**47. ANTI-DEFICIENCY ACT**

Nothing in this Lease shall obligate the Lessor to obligate appropriated funds in violation of the Anti-Deficiency Act 31 U.S.C. §§ 1341-1351. Notwithstanding the foregoing, nothing contained in this Lease shall limit, diminish or eliminate any rights that the Lessee or its successors or assigns may have against the Lessor under applicable statutes, rules or regulations.

**48. NOT PARTNERS**

Nothing contained in this Lease shall make, or shall be construed to make, the Lessor and the Lessee hereto partners or joint venturers with each other, it being understood and agreed that the only relationship between the Lessor and the Lessee under this Lease is that of landlord and tenant with respect to the Premises.

**49. DETERMINATION REGARDING EXECUTIVE ORDER 13658**

Any reference in this section to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to the Lease.

The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR Part 10 pursuant to the Executive Order, and the following provisions.

a. Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2018 and December 31, 2018 shall be \$10.35 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 shall be effective for all workers subject to the Executive Orders beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing

this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor shall publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary shall also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor shall pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor shall pay the 14(c) worker the greater commensurate wage.

b. Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

c. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR Part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR Part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the

contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

d. The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

e. Nothing herein shall relieve the contractor of any obligation under Federal, state or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, state, or local law, or under contract, entitle a contractor to pay less than \$10.35 (or the minimum wage as established each January thereafter) to any worker.

f. Payroll Records.

(1) The contractor shall made and maintain for three years of records containing the information specified in paragraphs f(1)(i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representative of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and social security number.
- (ii) The worker's occupation(s) or classification(s).
- (iii) The rate or rates of wages paid.
- (iv) The number of daily and weekly hours worked by each worker.
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR Part 10 and this contract, and in the cause of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representative of the Wage and Hour Division to conduct investigation, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulation; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

g. The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

h. Certification of Eligibility.

(1) By entering into this contract, the contractor (an officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

i. Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee

shall receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor shall increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer shall inform the tipped employee in advance of the use of the tip credit;

(2) The employer shall inform the tipped employee of the amount of cash wage that shall be paid and the additional amount by which the employee's wages shall be considered increased on account of the tip credit;

(3) The employees shall be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer shall be able to show by records that the tipped employee received at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

j. Anti-retaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR Part 10, or has testified or is about to testify in any such proceeding.

k. Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

l. Notice. The contractor shall notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those

statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor shall post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

m. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suites, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

#### **50. DETERMINATION REGARDING EXECUTIVE ORDER 13706**

Any reference in this section to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to the Lease.

a. Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

b. Paid Sick Leave.

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.



(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

c. Withholding. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any and/or benefits denied or lost because of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

d. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

e. The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wages or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

f. Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse non-compliance with or supersede any applicable Federal or state law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick

leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

g. Recordkeeping.

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and Social Security number of each employee;
- (ii) The employee's occupation(s) or classifications(s);
- (iii) The rate or rates of wages paid (including all pay and benefits provided);
- (iv) The number of daily and weekly hours worked;
- (v) Any deductions made;
- (vi) The total wages paid (including all pay and benefits provided) each pay period;
- (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
- (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
- (ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in §13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to Executive Order 13706);
- (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);

(xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;

(xiii) The relevant covered contract;

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor shall keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time shall time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time they asked to use paid sick leave.

(ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (iii), the contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information shall an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor shall permit the employee to use their paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirement, and the contractor chooses to use the assumption

permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirement of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representative of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

h. The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

i. Certification of Eligibility.

(1) By entering into this contract, the contractor (an officials thereof) certifies that neither it (nor he or she) nor any person of firm who has an interest in the contractor's firm is a person of firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to received Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

j. Interference/Discrimination.

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification of other documentation provide to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

(i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13;

(iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

k. Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

l. Notice. The contractor shall notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

m. Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

## **51. SPECIAL CONDITIONS**

a. The Lessee shall comply with the special procedures, requirements, and restrictions that may be imposed by the Federal Aviation Administration (FAA), Federal Communication Commission (FCC), U.S. Army Corps of Engineers, or other appropriate authority.

b. The Lessor shall be under no obligation to supply maintenance, repair, or services in relation to the use of the Premises and the Lessee shall have no claim against the Lessor for reduction or elimination of said service.

c. The Lessee shall protect from disturbance or damage to all government land monuments, perimeter fencing, and property markers resulting from activities from the Lessee.

d. The Lessee shall obtain approval from the Cooper Lake Project Office, 903-563-0389, prior to commencement of any digging/trenching or clearing of vegetation.

e. The Lessee shall be responsible for all grass cutting within the leased Premises.

f. The Lessee shall be responsible for the distribution of electrical power to the site and the telephone cable access and connection both monetarily and contractually.

g. Lessee shall reserve space on the antenna for future Government use.

h. Lessee completed and submitted to our office, **EXHIBIT G – INVENTORY RECORD FOR PRIVATE REAL PROPERTY ON FEDERAL LAND** form, for each facility on Government property at the lease site.

i. Tower lighting equipment and materials shall comply with FAA specifications and shall have the prior approval of the FAA and the Cooper Lake Office.

j. Tower is required to have day markings.

k. Tower shall be at least 180 feet from any power line.

l. **BACKGROUND INVESTIGATIONS:** Prior to the assignment of any sublease, the Lessee shall be required to perform background investigations of any prospective sublessees and submit the findings to the U.S. Army Corps of Engineers for approval. Persons who have been convicted of a violent crime, sexual crime, arson, crime with a weapon, sale or intent to distribute illegal drugs, are an organized crime figure, or an undocumented noncitizen may not be approved as a sublessee. The required background investigations (below) must be conducted and the associated results provided with any sublease agreement approval request. A short description of the required background investigations are below:

1. **Nationwide Background Checks.** There are many private companies that conduct pre-employment criminal background checks for employers. This type of check requires the full name of the applicant and residential address. In some locations a signed release is also required from the applicant.

2. **U.S. Citizen Verification.** The Department of Homeland Security has a program that employers can participate in, at no cost, which allows them to conduct a social security verification and immigration check on an individual. To register for the

**LEASE NO. DACW63-1-24-0512**

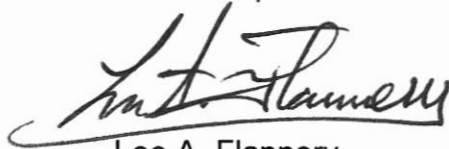
program, contact the Department of Homeland Security Systematic Alien Verification for Entitlements Program (SAVE) at <https://www.uscis.gov/save> or call 1-888-464-4210.

**THIS LEASE** is not subject to Title 10, United States Code, Section 2662, as amended.

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IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this 21<sup>st</sup> day of February, 2024.



Lee A. Flannery  
Deputy Chief, Real Estate Division  
Real Estate Contracting Officer

THIS LEASE is also executed by the Lessee this 11 day of December 2023.

Hopkins County, Texas

  
Signature

Robert Newsom  
Printed Name

County Judge  
Title

**CERTIFICATE OF AUTHORITY**

I, Courtney Winstead (Name), certify that I am the Deputy County Clerk (Title) of **Hopkins County, Texas**, named as the Grantee herein; and that Robert Newsom (signator of outgrant), who signed the foregoing instrument on behalf of the **Hopkins County, Texas**, was then County Judge (title of signator of outgrant) of **Hopkins County, Texas**.

I further certify that the said officer was acting within the scope of powers delegated to this officer by the governing body of **Hopkins County, Texas**, in executing said instrument.

**Hopkin County, Texas**

12.11.2023  
Date

Courtney Winstead  
Authorized Representative

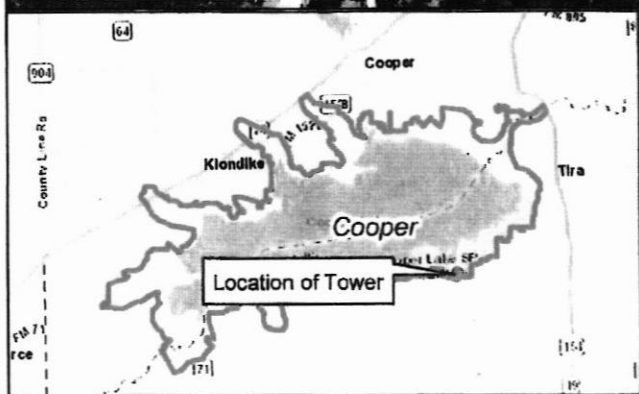
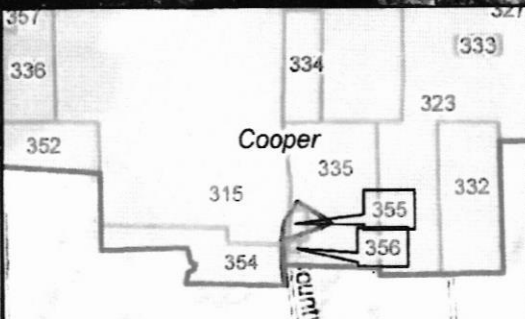
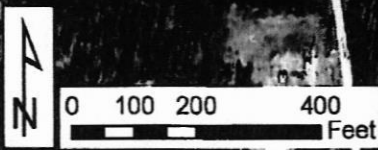
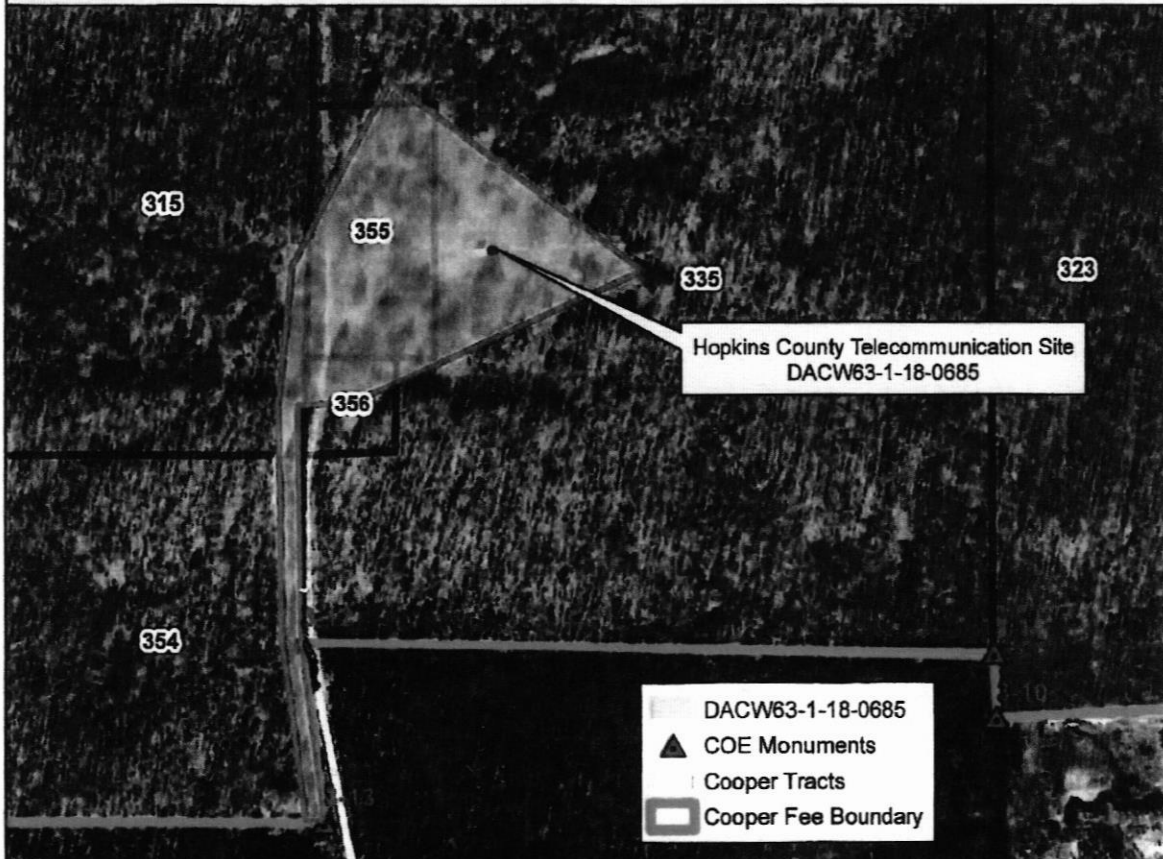
Deputy County Clerk  
Title

**AFFIX COMPANY SEAL**



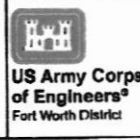
**NOTE: This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the individual signing the attached instrument cannot be the same person.**

**Hopkins County Telecommunications Tower Lease Renewal,  
Tracts 315, 335, 354, 355, 356 - 4.003 Acres  
Cooper Lake, Hopkins County, Tx**



Map Created by CESWF-RE-P Date: 7/25/2018  
 Document Name:  
 CO\_SE\_MAP\_EXH\_20180725\_TR-315-335-354-355-356\_DACW63-1-18-0685

The U.S. Army Corps of Engineers has provided these spatial data as a representation of the various geographic information gathered from multiple sources. These data should be viewed only as a representation of the provided information and should not be used for any other purpose. No guarantee is made by the U.S. Army Corps of Engineers regarding the accuracy or completeness of the data or their suitability for a particular use.





Piney Woods Project  
Cooper Lake  
Communication Tower Lease  
Grantee: Hopkins County

Cooper Land Surveying Inc.  
300 Connally St.  
P. O. Box 367  
Sulphur Springs, Texas 75483  
(903) 439-1218  
Fax # 903-418-9835

**FIELD NOTES FOR 4.003 ACRES  
THORNTON DAVIS SURVEY A-262  
HOPKINS COUNTY, TEXAS**

All that certain tract or parcel of land situated in the Thornton Davis Survey A-262 located about 10.2 miles N 14° W from the City of Sulphur Springs, Hopkins County, Texas, being part of that certain 45.50 acre tract described in Tract 335 of a Deed from Clarence Dixon, et ux, Grace Dixon to the United States of America (Corps of Engineers), dated October 25, 1972, recorded in Vol. 344, Page 353, Deed Records of Hopkins County, Texas and being a part of a 0.50 acre tract described in Tract 354 of a Deed from Glynn Robnett, et ux, Rita Robnett, dated December 22, 1971, recorded in Vol. 337, Page 687, Deed Records of Hopkins County, Texas, being part of a 2 acre tract described in Tract 335 of a Deed from Wayne Cundiff, et ux, Clara Jane Cundiff to the United States of America (Corps of Engineers), dated January 26, 1972, recorded in Vol. 338, Page 303, Deed Records of Hopkins County, Texas, being part of a 1183 acre tract described in Tract 315 of a Deed from Francisco McKinney to the United States of America (Corps of Engineers), dated June 20, 1972, recorded in Vol. 341, Page 453, Deed Records of Hopkins County, Texas and being part of a 26 acre tract described in Tract 354 of a Deed from W. R. Lennon, et al, to the United States of America (Corps of Engineers), dated April 25, 1973, recorded in Vol. 348, Page 159, Deed Records of Hopkins County, Texas and being more particularly described as follows:

**BEGINNING** at a found Corps of Engineers Monument 3-12, being on the South West corner of said 45.50 acre tract (Corps of Engineers Tract No. 335), being on the North West corner of a 26 acre tract described in Tract One of a Deed to James Weldon Glossup, dated July 20, 1959, recorded in Vol. 256, Page 373, Deed Records, being on the North West corner of a One acre tract described in a Deed to Ricky Lynn Chapman, dated July 23, 1997, recorded in Vol. 252, Page 18, Real Property Records and being on the East boundary line of said 26 acre tract No. 354 (U.S.A.);

**THENCE** S 7° 15' 07" E (bearing basis) along the West boundary line of said One acre tract and Glossup 26 acre tract and the East boundary line of said 26 acre tract No. 354 (U.S.A.) and the East boundary line of County Road 4772 a distance of 283.28 feet to Corps of Engineers Monument No. 3-13, being on the South East corner of said 26 acre tract No. 354 (U.S.A.) and being on the North East corner of a 9 acre tract described in a Deed to Charles C. Vaughn, et ux, Susan L. Vaughn, dated July 23, 1999, recorded in Vol. 308, Page 681, Real Property Records;

**THENCE** N 89° 11' 03" W along the South boundary line of said 26 acre tract No. 354 (U.S.A.) and the North boundary line of said 9 acre tract a distance of 30 feet to a 1/2" rebar set for a corner;

**THENCE** N 7° 15' 07" W along the West boundary line of said County Road 4772 a distance of 282.54 feet to a 1/2" rebar set for a corner;

**THENCE** N 0° 55' 55" W along the West boundary line of said County Road 4772 a distance of 372.58 feet to a 1/2" rebar set for an angle point, being on the North boundary line of said 26 acre tract No. 354 (U.S.A.) and being on the South boundary line of said 1183 acre tract No. 315 (U.S.A.);

**THENCE** N 5° 24' 50" E a distance of 219.24 feet to a 1/2" rebar set for a corner;

**THENCE** N 28° 46' 02" E a distance of 328.71 feet to a 1/2" rebar set for a corner;

**THENCE** S 53° 54' 55" E a distance of 502.06 feet to a 1/2" rebar set for a corner;

Cooper Land Surveying Inc.  
300 Connally St.  
P. O. Box 367  
Sulphur Springs, Texas 75483  
(903) 439-1218  
Fax # 903-438-9035

THENCE S 66° 04' 56" W a distance of 502.34 feet to a 1/2" rebar set for a corner;

THENCE S 84° 43' 44" W a distance of 95.88 feet to a 1/2" rebar set on the most Easterly South East corner of said 1183 acre tract No. 315 (U.S.A.), being on the West boundary line of said 0.50 acre tract No. 356 (U.S.A.) and being on the East boundary line of said County Road 4772;

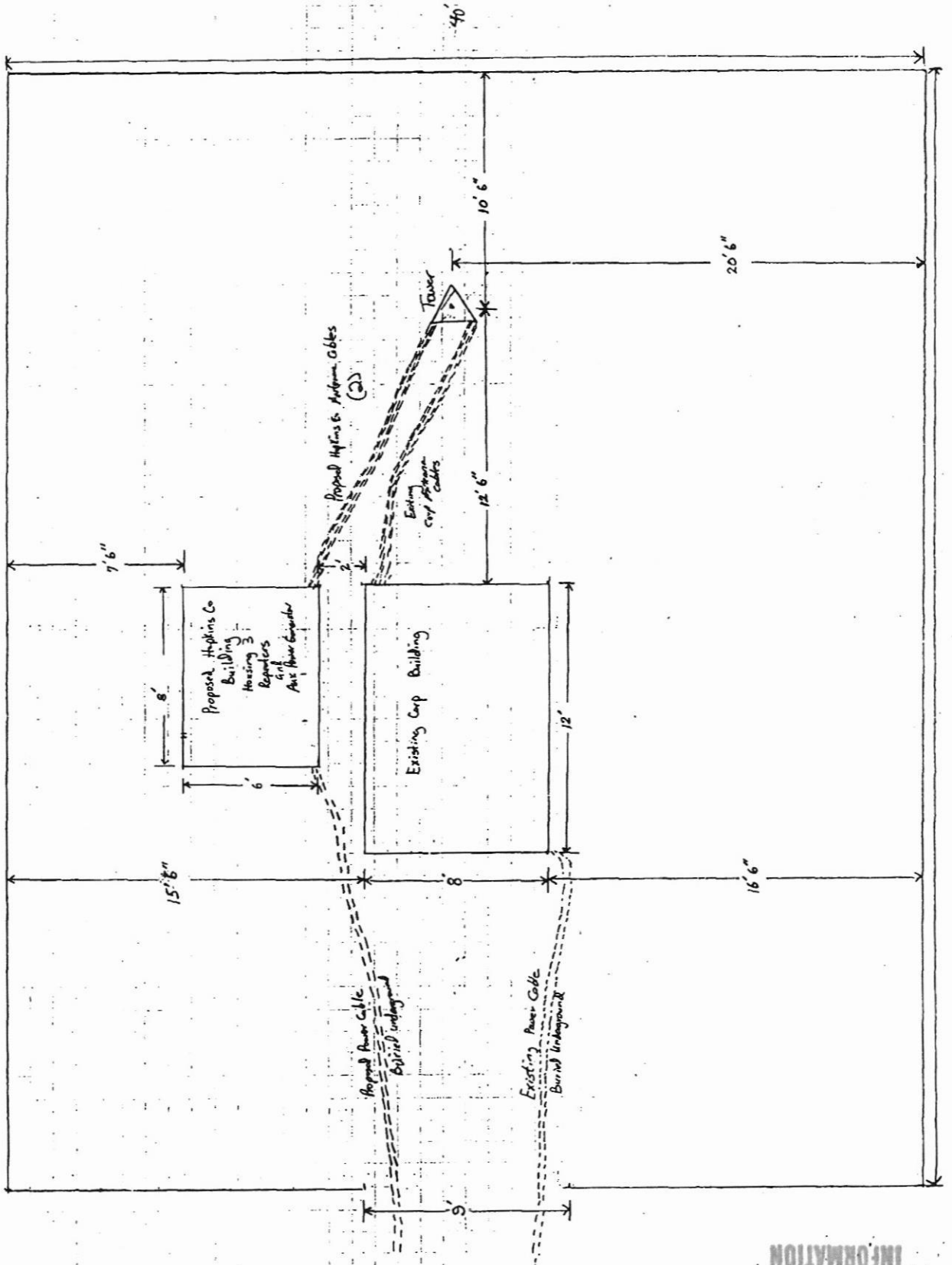
THENCE S 0° 55' 55" E along the East boundary line of said County Road 4772 and the West boundary line of said 0.05 acre tract No. 356 (U.S.A.) and the said 45.5 acre tract No. 335 (U.S.A.) a distance of 370.50 feet to the PLACE OF BEGINNING and containing 4.003 acres of land (plat attached); V R P M 01/11/01

Note: All set 1/2" rebars marked with "Cooper Land Survey" caps.

I, John Cooper, Registered Professional Land Surveyor in the State of Texas certify that this description was prepared from a survey made on the ground under my supervision.

Dated: October 2, 2000

Signed: John Cooper  
John Cooper, R.P.L.S. No. 5226



To Utility Pole  
1 of 1

EXHIBIT D  
COPY FOR YOUR  
INFORMATION

## PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)

1. REAL PROPERTY TRANSACTION: The U.S. Army Corps of Engineers proposes to issue Lease No. DACW63-1-24-0512, which will allow Hopkins County, Texas to continue to use of approximately 4.003 acres of land, including a radio tower and maintenance compound building, for telecommunication purposes, Cooper Lake, Texas. The new lease will become effective on June 1, 2023, and expires on May 31, 2028.

a. A COMPREHENSIVE RECORDS SEARCH was conducted which included a review of the following areas:

- 1) Real Estate Division files;
- 2) Real Estate Division maps;
- 3) Cooper Lake Master plan;
- 4) Operations Division files;
- 5) Environmental Review Guide for Operations (ERGO).

b. INTERVIEWS WERE CONDUCTED with the following: No interviews were conducted.

c. A SITE INVESTIGATION was performed by Hopkins County Fire Chief, Andy Ensley and U.S. Army Corps of Engineers, Realty Specialist, Mrs. Jennifer Brady at the Compliance Inspection on May 11, 2023, which consisted of a visual inspection of the area.

## 2. STATEMENT OF FINDINGS

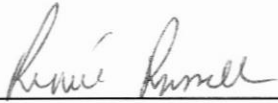
### a. COMPREHENSIVE RECORDS SEARCH SUMMARY

A complete search of the District files which pertain to the proposed lease area was made as stated in 1.a. above. The records search revealed no other evidence of any hazardous substance being stored, released or disposed of on the property involved. The operating plans and historical records also showed no other evidence of any activity which would have contaminated the property with hazardous substances.



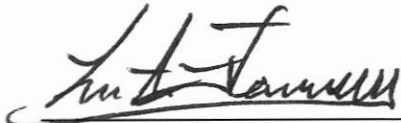
b. SITE INVESTIGATION SUMMARY

A site investigation of the proposed lease area was made as stated in 1.c. above. This visual inspection revealed no unusual odors, stained soils, stressed vegetation, suspicious seepage, manmade land features, unnatural surface features or other evidence that would indicate the presence of hazardous wastes. Based on this inspection it was determined no hazardous substance has been stored, released or disposed of on the property involved. Project personnel have no other knowledge of past activities which might have created a hazardous situation.



Prepared By: RENEE RUSSELL  
Realty Specialist  
Management and Disposal Branch

14 February 2024  
Date



Approved By: LEE A. FLANNERY  
Deputy Chief, Real Estate Division  
Real Estate Contracting Officer

21 Feb 2024  
Date

## FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment (First Amendment) dated February 13, 2024 is an amendment to the Lease Agreement dated April 2021 by and between Community Internet Providers, LLC (CIP) and Hopkins County (Lessor) (Agreement), (each a "Party" and, collectively, the "Parties"), and is hereby made a part of and incorporated into the Agreement.

**WHEREAS**, Point Broadband Fiber Holding, LLC (Point Broadband/Lessee) now owns the assets of CIP;

The Parties wish to amend the Agreement as stated herein;

The Parties agree to perform and comply with the duties, terms, obligations, and responsibilities set forth herein and in the Agreement;

**NOW THEREFORE**, in consideration of the above recitals, all of which are material to this First Amendment and incorporated herein, and the covenants and conditions contained in this First Amendment, the Parties mutually agree as follows.

1. **Consent.** Lessor acknowledges its consent to the assignment and transfer of the Agreement to Point Broadband effective June 1, 2023. "Point Broadband Fiber Holding, LLC" shall be listed as assignee, have and hold all rights and interests, and perform all duties and responsibilities under the Agreement.

2. **Rent.** Section 5 of the Agreement is replaced in its entirety as follows – Point Broadband shall pay to Lessor monthly Rent totaling \$1,000 during the Term of the Agreement for use of the Site. Rent is allocated as follows:

Hopkins County Commission "North Tower" a/k/a Cooper Lake - \$0.00/month  
4040 CR 4772, Sulphur Springs, Texas 75482

Hopkins County Commission "South Tower" a/k/a Coal Mine - \$1,000/month  
1120 CR 2309, Sulphur Springs, Texas 75482

3. **Notice.** Notices to Point Broadband shall be sent to:  
Billing information to [ap@point-broadband.com](mailto:ap@point-broadband.com); and  
All other mailings and notices be addressed to –

- [donna.mcgriff@point-broadband.com](mailto:donna.mcgriff@point-broadband.com); and
- [tom.woody@point-broadband.com](mailto:tom.woody@point-broadband.com); with CC
- [john.kemp@point-broadband.com](mailto:john.kemp@point-broadband.com).

4. **Equipment.** CIP shall add a connection to its Equipment at the Site.

5. **General.** If any provision of this First Amendment is inconsistent or conflicting with the Agreement, the following order of priority applies: (1) First Amendment; (2) Agreement. Except as provided in this First Amendment: (1) all terms, covenants, and conditions of the Agreement remain unchanged; (2) these terms supersede and replace all other oral and written representations, understandings, or agreements relating to the amendments herein; and (3) these terms may not be amended except by the mutual written agreement of the Parties. This First Amendment may be executed in separate counterparts, each such counterpart being deemed to be an original instrument, and all counterparts constitute the same agreement.

IN WITNESS WHEREOF, the Parties hereto have the necessary and proper authority and execute this First Amendment on the dates below.

**HOPKINS COUNTY, Lessor**

Robert Newson  
Signature

Robert Newson  
Print Name and Position County Judge

2-12-24  
Date

**POINT BROADBAND FIBER HOLDING, LLC, Lessee**

Tom Woody  
Signature

Tom Woody, COO - Fixed Wireless  
Print Name and Position

2/13/2024  
Date



February 8, 2024

To Whom It May Concern:

This letter serves to provide clarity concerning the Community Internet Provider (CIP)/ Point Broadband infrastructure on the radio communications tower near the Cooper Lake site.

Hopkins County currently does not assess any charges or fees to CIP/Point Broadband to house this internet providing infrastructure at the site. This infrastructure provides several benefits and serves many purposes, including:

- Provides internet service and access to the public safety radio communications infrastructure that is located at the site that provides public safety radio communications access to first responders.
- Provides internet access to the nearby underserved rural population.
- Provides internet access to the Texas Parks & Wildlife Department (TPWD) offices and infrastructure located nearby.
- Provides internet access to the campsites and tourists that visit the TPWD's Cooper Lake State Park, South Sulphur Unit at Jim Chapman Lake, which is a U.S. Army Corp of Engineer Lake.

Hopefully, this letter provides the comprehensibility of the necessity to have this critical communications link housed at this tower, at no cost to the provider, in order to provide the necessary wireless internet access to the critical infrastructure and populations served. Without this internet infrastructure present, a debilitating gap would exist in wireless internet services and public safety communications.

Respectfully,

Sincerely,

**Robert Newsom, County Judge**



Lease Agreement

Between

Community Internet Providers, LLC (CIP), as Lessee, and

Hopkins County, as Lessor

This Lease Agreement is made and entered into as of April, 2021 by and between Hopkins County whose address is 118 Church St, Sulphur Springs, TX 75482 (telephone number [903] 438-4006) and Community Internet Providers LLC, organized and existing under the laws of the State of Texas, (hereinafter referred to as "CIP") whose address is 203 N. 5th St., Wills Point Texas 75169 (telephone number 903-873-3122).

Whereas, Hopkins County, as Lessor, desires to lease space on Lessor's tower to CIP for their Equipment, together with the right of ingress and egress; for the sole purpose of establishing an internet transmission facility, and in consideration of the provisions, terms, conditions, and covenants contained herein, Hopkins County and CIP do mutually covenant and agree as follows:

1. Rented Premises. Hopkins County hereby leases to CIP the following Tower and the real property upon which they are facilitated for the sole purposes described herein (collectively referred to as the "Site"):

Hopkins County Communication Tower -Coal Mine South  
1120 CR 2309, Sulphur Springs, TX

Hopkins County Communication Tower-Cooper Lake  
4040 County Road 4772, Sulphur Springs, TX

Access. Lessee will abide by all reasonable security controls in place now, or put in place in the future, by the Lessor.

Subject to the previous paragraph, Lessee shall have the right to enter upon the Site for the sole purpose of installing, maintaining, servicing, and removing CIP's Equipment, antennas, mounts, and related wireless internet accessories (referred to as the "Equipment"). The Equipment may be placed at the Site on the facilities at locations to be selected by CIP, subject however to Hopkins County prior approval which shall not be unreasonably withheld, as long as they do not interfere with any preexisting Equipment on the tower or access to the tower. Placement shall be in full compliance with all state and federal laws.

2. Term. The term of this Agreement (the "Initial Term") is five years, commencing on this day April \_\_, 2021. After the initial five year term, this Agreement will proceed as month to month, unless CIP or Hopkins County provides written notice of intention not to renew, not less than 90 days prior to the expiration date of the applicable term. CIP shall restore the Tower and Site to their original condition as of the commencement date of this Agreement. Notwithstanding anything to the contrary set forth in this Section

1 of 3

Lessee Initials SSu Lessor Initials \_\_\_\_\_

3 or this Agreement, Hopkins County may immediately terminate this Agreement (1) upon determination that the installation or use of the Equipment is not in accordance with applicable governmental laws, statutes, ordinance, or rules or, (2) upon demolition of the Site, its destruction, or material damage to the Site.

3. **Rent.** Rent to be paid monthly during the accounting period for the Site in the amount of \$500.00 for each tower and successive month of this Agreement. Rent payment will begin once Equipment and Broadcasting has commenced for the Site location.
4. **Title and Quiet Possession.** Hopkins County 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 CIP is entitled to access the Site, including inside any security fence or area, at all times, 24 hours a day, seven days a week, throughout the terms of the Agreement.
5. **Interference.** CIP's installation, operation, and maintenance of the Equipment shall not in any manner interfere with the use and operation of Equipment which has been, or will be, installed and operated by Hopkins County on the Site or communication tower located thereon and CIP will immediately resolve technical problems with other antennas and Equipment located at the Site.

It is the Lessor's responsibility to notify the Lessee by written communication no less than 30 days prior to any other wireless operators acquiring lease on the Property. This would include wireless internet operators using any frequency either known or unknown including: The 900 MHz, 2.4 GHz, 3.65 GHz, 4.9- 6.9 GHz, 11 Ghz, 18 Ghz, 23 GHz, and 80 GHz and all other ISM bands. If additional providers are granted access for co-location and result in interference, the Lessor will be responsible to mitigate and resolve the interference.

6. **Utilities.** Hopkins County shall reasonably cooperate with CIP to allow CIP to install, at CIP's sole cost, a power source (one 30amp breaker) at the Site which shall connect to an existing power source located on the property, and Hopkins County agrees to pay the cost of power to the Site.
7. **Maintenance of Area.** CIP shall make no alternations to the tower or related facilities, which will compromise or impair the integrity of the structure. CIP shall exercise special precaution to avoid damaging the facilities of Hopkins County, and CIP hereby assumes all responsibility for all loss or damage caused by CIP, its employees, or its agents. CIP agrees to document any installation and maintenance of CIP's facilities and make a report to Hopkins County upon their request. Tower maintenance is the responsibility of Hopkins County. Hopkins County shall not move, disconnect, or adjust, in any way, CIP's Equipment without the supervision of a CIP representative on Site. CIP acknowledges and agrees that it shall be responsible for moving or protecting its Equipment during any repairs or renovations to the tower and Hopkins County incur no liability to CIP for any injury, expense, or claim incurred by CIP during any such repair or renovation. Installation and maintenance shall be at the sole cost of CIP and shall not interfere with Hopkins County use and maintenance of the Site and Tower. Based on need and timeline for the Hopkins County, CIP will work with the County on a case-by-case basis to help with maintenance of the tower. Maintenance, timelines, and cost of repairs will be discussed and agreed upon by both parties as they arise. Pre-approved maintenance will be rebated back to CIP in lieu of rent payments.
8. **Indemnity.** CIP shall indemnify, protect, and hold harmless Hopkins County, its agents, employees, officers, and directors from any and all claims, demands, costs and actions including attorney fees and legal costs arising from or related to damages to property and injury to or death of persons, including payments made under any Workers' Compensation Laws, or under any plan for employee's disability and death benefits which may arise out of or be caused by the erection, maintenance, presence, use or removal of CIP Equipment at the tower Site including attorney fees and legal costs. CIP shall also indemnify, protect, and save harmless Hopkins County, its agents, employees, officers, and directors from any and all claims


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Lessee Initials SSM Lessor Initials \_\_\_\_\_

and demands of whatsoever which may arise directly or indirectly from the operations of CIP's facilities, including but not limited to taxes, special charges by others, or claims and demands for damages for infringement of copyrights, libel and slander, or unauthorized use of frequencies. Commencing with the commencement date of this Agreement, CIP will maintain a commercial general liability policy of insurance to afford protection to the limit of not less than \$2,000,000, and CIP will name Hopkins County as an additional insured on its general liability policy and agrees such policy shall not be canceled without first providing Hopkins County with thirty days written notice. CIP shall deliver to Hopkins County a certification of insurance.

9. **Assignment.** This Agreement may not be assigned by CIP without the prior written consent of Hopkins County in its sole discretion, and the express written Agreement of the assignee to be bound by the terms of this Agreement. The Agreement may be assigned by Hopkins County in conjunction with a conveyance of the underlying property.
10. **Default.** Upon any default of this Agreement by Lessee, Lessor may terminate the Agreement by giving a 30-day written notice to Lessee and may recover all loss and damage may sustain by reason of such termination.
11. **Miscellaneous.**
- a. This Agreement applies to and binds the successors, executors, and administrators of the parties to this Agreement.
  - b. This Agreement is governed by the laws of the State of Texas
  - c. This Agreement constitutes the entire Agreement between the parties and supersedes all prior written and verbal Agreements, representations, promises, or understandings between the parties. An amendment to this Agreement must be in writing and executed by both parties.
  - d. 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.
  - e. This Agreement is performable in Hopkins County and venue for any action to interpret or enforce the provisions of this Agreement shall be in a District Court in Hopkins County, Texas.
  - f. In any action brought to interpret or enforce the provisions of this Agreement, the prevailing party shall be entitled to recovery of its reasonable and necessary attorney fees.

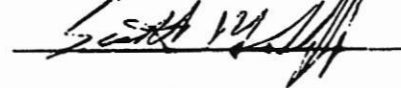
Hopkins County



By: \_\_\_\_\_

Title: Hopkins County Judge

Community Internet Providers



By: Scott McGriff, Executive Member

3 of 3

Lessee Initials SSM Lessor Initials \_\_\_\_\_

**INVENTORY RECORD FOR PRIVATE REAL PROPERTY ON FEDERAL LAND**  
**Submit with Photo of Real Property**

Lake: Cooper		OUTGRANT NO. DACW63-1-24-0512	
Property Id Code:		Property ID of replaces:	
Structure Desc: Radio Telecommunication Tower with Antennas			
Private Acquired/Constructed Date:	01-18-1986	Private Acquired/Constructed Cost:	
Federal Acquired/Constructed Date:		Federal Acquired/Constructed Cost:	
Inspection Date:			
Real Property Type ( Bldg, Structure)		Operational Status	Active

**OUTGRANT STATUS**

Structure Permit Date:		Termination Date:	
Outgrant Start Date:		Outgrant Expiration:	
Removal Requirement:			

**Size**

Length:	0	Width:	2 ft	Height:	423 FT	Num Of Floors:	0
Gross Square Feet (must be > 0)							
Structural Unit (must be > 0)	423 ft	Unit of Measure	feet				
Construction Material Code:	Galvanized steel	Wall Material Code:	n/a				

**Main Location**

Latitude:	33-17-02.2N	Longitude:	095-38-38.4W		
Street Address 4040 County Road 4772					
City	Sulphur Springs	County	Hopkins	State	Texas

**Recreational Area Location**

Zip code	75483	Congressional District	4TH
----------	-------	------------------------	-----

**Accountability/Ownership**

Owner: Hopkins County, Texas
Owner Address: Post Office Box 288, Sulphur Springs, Texas 75483



HOPKINS COUNTY, TEXAS  
TELECOMMUNICATION TOWER  
COOPER LAKE, TEXAS



**INVENTORY RECORD FOR PRIVATE REAL PROPERTY ON FEDERAL LAND**  
**Submit with Photo of Real Property**

Lake: Cooper		OUTGRANT NO. DACW63-1-24-0512	
Property Id Code:		Property ID of replaces:	
Structure Desc: Maintenance Compound Building			
Private Acquired/Constructed Date:		Private Acquired/Constructed Cost:	
Federal Acquired/Constructed Date:		Federal Acquired/Constructed Cost:	
Inspection Date:			
Real Property Type ( Bldg, Structure)	Fiberglass	Operational Status	Active

**OUTGRANT STATUS**

Structure Permit Date:	04/1986	Termination Date:	
Outgrant Start Date:		Outgrant Expiration:	
Removal Requirement:			

**Size**

Length:	12 ft	Width:	8 ft	Height:	8 ft	Num Of Floors:	1
Gross Square Feet (must be > 0) 96 sq ft							
Structural Unit (must be > 0)	96 sq ft	Unit of Measure	feet				
Construction Material Code:	fiberglass	Wall Material Code:					

**Main Location Sam Rayburn Marina Resort**

Latitude:	33-17-02.2N	Longitude:	095-38-38.4W		
Street Address 4040 County Road 4772					
City	Sulphur Springs	County	Hopkins	State	TX
Recreational Area Location					
Zip code	75483	Congressional District	4 th		

**Accountability/Ownership**

Owner: Hopkins County, Texas
Owner Address: Post Office Box 288, Sulphur Springs, Texas 75483

HOPKINS COUNTY, TEXAS  
TELECOMMUNICATION TOWER  
MAINTENANCE COMPOUND BUILDING  
COOPER LAKE, TEXAS

