

GROUND LEASE AGREEMENT

This lease agreement (the "Agreement") is entered into and effective upon execution by the parties, by and between the City of Seguin, a Texas municipal corporation ("City") and Seguin Media Group, LTD ("Lessee").

WHEREAS, the City is the owner of certain real properties commonly known as the Stagecoach Road Landfill on Stagecoach Road off FM 725 (the "Property") consisting of approximately 8.049 acres of rentable ground space as further described on the attached Exhibit "A"; and

WHEREAS, Lessee wishes to lease the Property for purposes of construction, operation and maintenance of a radio transmission tower and appurtenant equipment; and

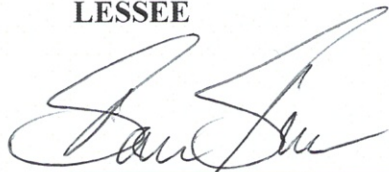
WHEREAS, it is in the interest of the City that the Property be used and maintained in a manner that benefits the City's taxpayers; so the City therefore wishes to lease the Property to Lessee for the above stated purpose;

NOW THEREFORE, in consideration of the foregoing and in further consideration of the mutual promises and covenants set forth below, the parties agree as follows:

1. The City leases the Properties to Lessee for the limited purposes set forth herein for a term beginning July 1, 2022 and ending June 30, 2121.
2. Lessee's use of the Properties shall be strictly limited to the following activities:
3. Construction and operation of a radio transmission tower, service road, parking and along with other necessary operational equipment and building. Lessee may rent space on the tower to other entities as long as said tower's primary use is that of transmission of radio signals for Seguin Media Group, Ltd and its radio station(s).
4. This agreement is non assignable absent prior written permission granted by the City Council.
5. Lessee agrees to pay the City, as consideration, an Annual Fee of \$100.00 for the for the Stagecoach Road Landfill outlined above. Payment will be due to the City Finance Department on the first business day of October during the term of the Lease.
6. Lessee is responsible for paying costs of utilities, including connection fees needed to serve the radio tower and equipment.
7. Lessee agrees to perform all activities on the Properties in a safe and responsible manner, abiding by all state and federal laws, city ordinances and safety regulations as may be applicable to the Properties and the activities performed thereon.

8. This lease may be terminated upon insolvency of Lessee or for cause upon written notice of default to Lessee and failure of Lessee to remedy said default within 90 days of notice thereof.
9. The City agrees to provide Lessee with all hours access through the gate that secures the property. It is anticipated that access will be provided by allowing Lessee to secure its own lock, in addition to the City's lock, to the chain that holds the gate closed. Over time other means of access may be provided.
10. **LESSEE, ALONG WITH HIS SUCCESSORS, HEIRS AND ASSIGNS, AGREES TO INDEMNIFY AND HOLD THE CITY AND ITS OFFICERS, EMPLOYEES, DIRECTORS AND OFFICIALS HARMLESS FROM ANY AND ALL CLAIMS, LIABILITY, ASSERTIONS OF LIABILITY, LOSSES, DAMAGES, INJURIES, COSTS AND EXPENSES WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THE PROPERTIES, INCLUDING DAMAGE OR INJURY TO PROPERTY OR PERSONNEL OF THE CITY, LESSEE OR ANY OTHER PARTY. IN CONNECTION THEREWITH, LESSEE AGREES TO INVESTIGATE AND DEFEND, ON BEHALF OF THE CITY, ANY CLAIM, ACTION OR SUIT INITIATED AGAINST THE CITY BASED UPON ANY ACTION PERFORMED HEREUNDER AND TO PAY ALL REASONABLE AND NECESSARY EXPENSES OF SUCH DEFENSE INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS.**
11. This Lease contains the entire agreement of the parties relating to its subject matter. Any oral representations or modifications concerning this Lease shall be of no force and effect. Any subsequent amendment or modification to this Lease must be in writing, agreed and executed by both parties.

LESSEE



Darren Dunn
general manager/partner

CITY OF SEGUIN

Exhibit "A"



114 North Austin Street
Seguin, Texas 78155
Phone (830) 372-1001 Fax (830) 379-1155
License Number 10042400

Field notes describing an 8.049 acre tract of land situated in the Parris Smith Survey, Abstract 300, Guadalupe County, Texas, being a portion of a tract of land called 93.83 acres, conveyed to the City of Seguin by deed recorded in Volume 507, Page 441, Deed Records, Guadalupe County, Texas and being more particularly described as follows: Note: All set pins are ½" diameter rebar with an orange plastic cap stamped "Tri-County".

Beginning at an iron pin set in the southeast right-of-way line of Stagecoach Road (County Road 312) and the northwest line of the 93.83 acre tract for the north corner of the herein described tract. Said pin bears S 67° 10' 36" E, from the north corner of the 93.83 acre tract from which corner a ½" diameter iron pin with a plastic cap stamped Tri-County found for a reference bears S 36° 24' 00" E, 12.74 feet.

Thence, S 52° 59' 05" E, 123.13 feet crossing a portion of the 93.83 acre tract, to a 5" steel fence corner post, for an angle point.

Thence, S 35° 58' 30" E, 715.39 feet crossing a portion of the 93.83 acre tract, to an iron pin set for the east corner of the herein described tract.

Thence, in a westerly direction crossing a portion of the 93.83 acre tract as follows:

S 51° 30' 16" W, 77.81 feet to an iron pin set for the south corner of the herein described tract.

N 67° 50' 16" W, 153.14 feet to an iron pin set for an angle point.

N 79° 29' 04" W, 97.08 feet to an iron pin set for an angle point.

S 80° 27' 10" W, 160.58 feet to an iron pin set for an angle point.

S 79° 35' 52" W, 141.83 feet to an iron pin set the south corner of the herein described tract.

Thence, N 36° 24' 00" W, 605.81 feet crossing a portion of the 93.83 acre tract, to an iron pin set in the southeast right-of-way line of Stagecoach Road and the northwest line of the 93.83 acre tract, for the west corner of the herein described tract.

Thence, N 63° 22' 55" E, 94.13 feet with the southeast right-of-way line of Stagecoach Road and the northwest line of the 93.83 acre tract, to an iron pin set for an angle point.

Thence, N 67° 10' 36" E, 382.79 feet with the southeast right-of-way line of Stagecoach Road and the northwest line of the 93.83 acre tract, to the **Place of Beginning** and containing 8.049 acres of land according to a survey made on the ground on September 1, 2021, by Tri-County Surveying Inc.

Corresponding plat prepared.
Project No. 21-04103A




Aubrey C. Holland
Registered Professional
Land Surveyor No. 4493