



**HEMPHILL®**

## LAND OPTION AND LEASE AGREEMENT

THIS LAND OPTION AND LEASE AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **CITY OF MCKINNEY, TEXAS** ("Landlord") with an address of 222 North Tennessee Street, McKinney, Texas 75069 and **HEMPHILL, LLC**, an Oklahoma limited liability company ("**Tenant**"), with an address of 1305 North Louisville Avenue, Tulsa, Oklahoma 74115.

### WITNESSETH:

WHEREAS Landlord is the owner of that certain real property located in Collin County, Texas legally described on the attached Exhibit A ("Property"); and,

WHEREAS Tenant desires to obtain an option to lease a portion of such Property containing approximately 3,600 square feet (with dimensions of 60' x 60') (the "Land"), together with non-exclusive easements appurtenant thereto for ingress, egress, regress and access (the "Access Easement") together with non-exclusive easements for the installation, operation, repair, replacement, modification, addition and use of below ground lines, cables, conduit and above and below ground cabinets, vaults, boxes, and pedestals for fiberoptic, electrical, telephone and other related utility installations (the "Utility Easement" and, collectively with the Access Easement, hereinafter the "Access and Utility Easement"), each over, across under and through the Property as specified in the paragraph entitled Lease and Easement below. The Land, the Access Easement and the Utility Easement are hereinafter referred to as the "Leased Premises". The Leased Premises is more specifically described herein in Exhibit "B" and as shown and delineated as the highlighted and/or cross-hatched area on Exhibit "B" attached hereto and made a part hereof, and

WHEREAS, Landlord desires to grant Tenant an option to lease the Leased Premises in the manner set forth herein.

NOW, THEREFORE, in consideration of the sum of Five Hundred and No/100 Dollars (\$500.00) (the "Option Money"), to be paid to Landlord by Tenant upon its execution of this Agreement, Landlord hereby grants to Tenant the right and option (the "Option") to lease said Leased Premises pursuant to the Lease set forth below in accordance with the covenants and conditions set forth herein.

1. The Option may be exercised by Tenant at any time on or prior to eighteen (18) months following the effective date of this Lease.
2. At Tenant's election, and upon Tenant's prior written notification to Landlord, Tenant may extend the Option for one (1) additional period of six (6) months with an additional payment of One Thousand and No/100 Dollars (\$1,000.00) by Tenant to Landlord. The time during which the Option may be exercised may be further extended by mutual agreement in writing. During the Option, and, if so exercised, the term of the Lease, Landlord shall provide notice to Tenant in the

event Landlord elects to subdivide, sell, or change the status of the Property, the Leased Premises or other real property owned by Landlord contiguous thereto.

3. Landlord covenants that Landlord is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. Landlord further covenants that there are no unrecorded leases, liens, judgments, easements, encumbrances, restrictions or other impediments of title on the Property.
4. This Option shall be binding upon the heirs, executors, administrators, successors and assigns of both parties hereto. This Option may be assigned or transferred at any time by Tenant.
5. Neither Landlord nor Tenant shall be held liable for, or bound by, any statement, agreement or understanding not expressed in this Option.
6. Landlord and Tenant understand and agree that from the date of this Option, the Tenant, its successors or assigns, has the right and privilege to enter upon the Leased Premises for the purpose of examining, drilling, surveying and conducting scientific studies, including, but not limited to, environmental and archaeological studies and borings, soil tests, inspections and such other tests and investigations and activities of a similar nature, on or below the ground surface with the understanding that the Landlord will be fully compensated for damage to the Property and crops planted or growing thereon resulting from any such activity by or on behalf of Tenant. To the extent permitted by the Texas Constitution and applicable law, Tenant shall indemnify, defend, and hold harmless Landlord from all claims, actions or causes of action which might occur by virtue of the entry upon or testing of the Leased Premises pursuant to this Paragraph 6 (excluding any claims, actions or causes of action arising from Tenant's discovery of existing conditions) and provided further that in the event Tenant does not return the Leased Premises to its condition prior to Tenant's activities under this Paragraph 6, Purchaser shall be responsible for all damages occasioned to the Leased Premises arising out of the entry upon or testing of the Leased Premises, and this indemnity and covenant will survive the Option Period for a period of twelve (12) months.
7. In the event Tenant does not exercise this Option on or before the expiration date or any extension thereof, then this Option shall become void and of no effect and all rights and privileges granted hereunder shall be deemed completely surrendered, this Option terminated, and Landlord shall retain all Option Money, and no additional money shall be payable by either party to the other.
8. During the Option Period, Landlord shall cooperate with Tenant in accordance with the provisions of the Paragraph below entitled Title Insurance and Tenant shall be bound by the provisions contained in Paragraphs below entitled Liability and Indemnity and Environmental Indemnity.
9. Notice of Tenant's exercise of the Option shall be given by Tenant to Landlord in writing in the manner described in the Paragraph below entitled Notices; provided, however, that notwithstanding any provision to the contrary contained in said Notices Paragraph, the exercise of the Option shall be effective on the date set forth in the notice on which date the following Lease shall become effective ("Commencement Date").

## **LEASE AGREEMENT**

1. **Lease and Easement.** Upon the exercise of the Option by Tenant, Landlord leases to Tenant and Tenant Leases from Landlord on the terms and conditions set forth herein, the Land described above and grants to Tenant the Access Easement and the Utility Easement. Tenant shall have the right to access the Land, Access and Utility Easements seven (7) days a week, twenty-four (24)

hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility (including communications) wires, cables, conduits, pipes, lines and similar facilities together with any and all appurtenances and attachments thereto, under or along a twenty foot (20') access easement (the "Access Easement") and ten foot (10') utility easement (the "Utility Easement" and, collectively with the Access Easement, the "Access and Utility Easement") extending from Hidden Haven Drive to the Land, which terminates at a turnaround area as indicated on Exhibit "B". Landlord, at no cost to Landlord, shall cooperate with Tenant in its efforts to obtain utility services along the Utility Easement by signing such documents or agreements as may be required by said utility companies.

2. **Right to Survey.** Landlord grants to Tenant the right to survey said Leased Premises, and the survey and legal description on said survey shall then become Exhibit "C", which shall be made a part hereof, and shall control in the event of discrepancies between it and Exhibit "B". Landlord grants Tenant the right to take measurements, make calculations, or to note other structures, setbacks, uses, or other information as deemed by Tenant to be relevant and pertinent, as such information relates to Landlord's real property, leased or otherwise abutting or surrounding the Leased Premises. Cost for such work shall be borne by Tenant.
3. **Initial Term and Rent.** This Lease shall be for an initial term of five (5) years (the "Initial Term") commencing on the date the Option is exercised by Tenant (the "Commencement Date"). Tenant shall pay Landlord rent for the entire Initial Term in a single, lump sum amount of Seventy-Two Thousand and No/100 Dollars (\$72,000.00), due and payable on or before the Commencement Date. Rental for any partial month shall be prorated.
4. **Extension Term.** Tenant shall have the option to extend this Lease for nine (9) additional five (5) year terms (each an "Extension Term"). This Lease shall automatically renew for each such Extension Term unless Tenant shall have given to Landlord written notice of its election not to renew this Lease (i) any time prior to nine (9) months before the expiration of the Initial Term or applicable Term, which notice shall include a payment from Tenant to Landlord of Seven Hundred Fifty and No/100's Dollars (\$750.00) (an "Early Notice Fee") or (ii) no sooner than nine (9) but no later than three (3) months prior to the expiration of the Initial Term or applicable Extension Term, which notice shall not require the payment of an Early Notice Fee. In either case, in the event Tenant properly notifies Landlord of its election not to extend, this Lease shall terminate.
5. **Extension Term Rent.** If so exercised by Tenant, Rent during the first Extension Term shall be paid monthly in the amount of Nine Hundred Ninety and No/100's Dollars (\$990.00) per month. Commencing as of the first day of the second Extension Term, the Rent payable by Tenant shall be One Thousand Four Hundred Fifty-Two and No/100 Dollars (\$1,452.00) per month. The Rent shall increase, on the first day of the third Extension Term, and on the first day of each successive Extension Term thereafter, by an amount equal to ten percent (10%) over the rent payable for the preceding Extension Term.
6. **Payment.** Rent for any partial month shall be prorated. Tenant shall make such payment to the address set forth below, or to such other address as Landlord shall, from time to time, designate by written notice:

City of McKinney, Texas  
P.O. Box 517  
McKinney, TX 75069  
Attention: Director of Finance
7. **Holdover.** If at the end of the Ninth (9th) Extension Term this Lease has not been terminated by

either party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Lease shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year. Monthly rental for this period shall be equal to 150% of the rent paid for the last month of the Ninth (9th) Extension Term.

8. **Tenant's Facilities.** Tenant shall use the Leased Premises for the purpose of constructing, maintaining and operating communications facilities and uses incidental thereto, including a building or buildings to shelter telecommunications equipment, a single, free standing monopole antenna structure of not more than eighty feet (80') in height and all related facilities and necessary connecting appurtenances as well as a security screening wall to be placed around the perimeter of the Leased Premises (not including the Access and Utility Easement) ("Tenant's Facilities"). All improvements shall be at Tenant's expense and Landlord grants Tenant the right to use adjoining and adjacent land as is reasonably required during construction and installation of Tenant's Facilities, so long as Landlord's use is not unreasonably disturbed. In the event Tenant determines it is necessary to use the adjoining and adjacent land for the purposes of performing periodic maintenance (but not for storage or any ongoing purposes), Landlord shall grant Tenant reasonable use of adjoining and adjacent land to satisfy such periodic maintenance needs. Tenant will maintain the Leased Premises in a clean and safe condition, free of debris. It is understood and agreed that Tenant's ability to use the Leased Premises is contingent upon its obtaining, after the Commencement Date of this Lease, all of the certificates, permits and other approvals that may be required by any federal, state or local authorities. Landlord, at no cost to Landlord, shall cooperate with Tenant in its effort to obtain such approvals and shall take no action which would knowingly adversely affect the status of the Leased Premises with respect to the proposed use thereof by Tenant. Tenant acknowledges that Landlord has regulatory authority over the construction and construction permitting of the Leased Premises, and that Landlord's denial of related permits for failure to adhere to codes and ordinances shall not be a Landlord Default under this Lease. Landlord agrees to sign such papers as required to file applications with the appropriate zoning authority for the proper zoning of the Leased Premises as required for the use intended by Tenant. Tenant will perform all other acts and bear all expenses associated with the rezoning procedure. In the event that any of such applications should be finally rejected or any certificate, permit, license or approval issued to Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by any governmental authority (through no fault of Tenant) or soil boring or similar tests are found to be unsatisfactory so that Tenant, in its reasonable discretion, will be unable to use the Leased Premises for its intended purposes, Tenant shall have the right to terminate this Lease. Notice of Tenant's exercise of its right to terminate shall be given to Landlord in writing in accordance with this Lease. All rentals paid to said termination date shall be retained by Landlord. Upon such termination, this Lease shall become null and void and, except as specifically excepted herein, all the parties shall have no further obligations, including the payment of money, to each other. Within 90 days of termination by the Landlord under this Paragraph, Landlord at its cost shall remove all improvements on the Leased Premises.
9. **Liability and Indemnity.** To the extent allowed by applicable law, each party shall hold harmless and indemnify the other party against and from any loss, injury, death, act of God failure or damage to persons or property which at any time may be suffered or sustained by any third party who may at any time be using or occupying or visiting the Leased Premises or be in, on, or about the same, to the extent such loss, injury, death, or damage is caused by any wrongful act or omission, negligence or breach of the indemnifying party, its agents, employees and contractors. This Paragraph shall survive the expiration, assignment or termination of this Lease.
10. **Insurance.** Tenant agrees to acquire and maintain during the term of this Lease,

- a. Commercial general liability insurance against claims for "personal injury" or property damage liability with a limit of not less than One Million and No/100 Dollars (\$1,000,000.00) in the event of "personal injury" to any number of persons or of damage to property arising out of any one occurrence.
- b. Worker's Compensation coverage in compliance with Federal and/or State laws and Employer's Liability with a minimum limit of \$1,000,000 per occurrence.
- c. Business Auto Liability covering autos of the Tenant, including owned, hired and non-owned autos, for Bodily Injury and Property Damage with a combined single limit of \$2,000,000 each Occurrence.

All such insurance may be furnished under a "primary" policy and an "umbrella" policy or policies. Such insurance may be carried in whole or in part under any blanket policies that include other properties and provide separate coverage for the Leased Premises provided that all of the foregoing requirements are satisfied. Tenant shall list the Landlord as an additional insured as its interest may appear in regard to the aforementioned policies and shall furnish Landlord with a certificate of insurance.

11. **Taxes.** Tenant will be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against Tenant's Facilities on the Leased Premises, including any taxable leasehold, under Texas Tax Code §23.13 and §25.07 created by this Lease on tax-exempt property, if any. Tenant shall reimburse Landlord as additional rent for any increase in real estate taxes levied against the Leased Premises which are directly attributable to Tenant's Facilities and are not separately levied or assessed against Tenant's Facilities by the taxing authorities.
12. **Default and Right To Cure.** The following will be deemed a default by Tenant and a breach of this Lease: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Lease within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant, save and except the payment of Rent. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity including termination of this Lease.

The following will be deemed a default by Landlord and a breach of this Lease. Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Lease within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant and including termination of this Lease.

13. **Termination by Tenant for Convenience.** Tenant may terminate this Lease, for any cause whatsoever, by giving thirty (30) days' advance, written notice; provided that should any condition of the Leased Premises render it impossible or impractical for Tenant's purposes (as determined in Tenant's sole discretion) Tenant may terminate this Lease immediately. Upon such

termination, this Lease shall become null and void and all the parties shall have no further obligations, including the payment of money, to each other. Upon Tenant's termination under this Paragraph 13, Landlord may elect to i) assume and continue any subleases, which subleases shall be automatically assigned to Landlord, and whereupon the Tenant's improvements shall automatically revert to Landlord; or ii) require Tenant to remove Tenant's improvements and facilities under Paragraph 14 below.

14. **Removal of Tenant's Facilities.** Upon cancellation, revocation, termination or expiration of this Lease, Tenant shall have ninety (90) days within which to vacate the Leased Premises and remove all its improvements, equipment, personal property and Facilities situated thereon. There shall be no obligation of Tenant to restore the Leased Premises upon any such removal, except to that extent to render the Leased Premises in as good condition and repair as when first received, reasonable wear and tear excepted. At Landlord's option when this Lease is terminated and upon Landlord's advance written notice to Tenant, Tenant will leave the foundation and security fence to become property of Landlord. If such time for removal causes Tenant to remain on the Leased Premises after termination of this Lease, Tenant shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of personal property and fixtures is completed.
15. **Force Majeure.** Neither party shall be deemed to be in default of any provision of this Lease or liable for failures in performance resulting from acts or events beyond the reasonable control of such party. Such acts shall include but not be limited to acts of God, civil or military authority, civil disturbance, war, strikes, fires, foreseen pandemics, other catastrophes, or other 'force majeure' events beyond a party's reasonable control; provided, however, that this provision shall not relieve either party of the obligation to make rental payments or refunds, or other payments when due and shall not preclude Tenant from terminating this Lease as permitted hereunder, regardless of any 'force majeure' event occurring to Landlord.
16. **Sale of Property.** Should Landlord, at any time during the term of this Lease, decide to sell all or any part of its real property which is any part of the Leased Premises to a purchaser other than Tenant, such sale shall be under and subject to this Lease and Tenant's rights hereunder. Landlord agrees not to lease or use any areas of the larger parcel upon which the Leased Premises is situated for placement of other communications facilities if, in Tenant's sole judgment, such installation would interfere with the facilities in use by Tenant.
17. **Covenant of Quiet Enjoyment.** Landlord covenants that so long as Tenant shall pay rent as provided herein and shall keep, observe and perform all of the other covenants and terms of this Lease to be kept, observed and performed by Tenant, then Tenant shall, and may peaceably and quietly have, hold and enjoy the Leased Premises, for the Term hereof without hindrance, claim or molestation by Landlord or any other person lawfully claiming by, through or under Landlord.
18. **Covenant of Title.** Landlord covenants that Landlord is seized of good and sufficient title and interest to the full authority to enter into and execute this Lease. Landlord further covenants that there are no unrecorded leases, easements, encumbrances, liens, judgments or other impediments of title on the Leased Premises except as may be disclosed on Exhibit "D" hereto.
19. **Assignment.** This Lease may be assigned or transferred at any time with thirty (30) days' notice to Landlord by Tenant to any party, or at any time without notice to any present or future affiliate of Tenant, and upon any such assignment and assumption by such assignee of Tenant's obligations hereunder, Tenant shall thereby be released of all obligations under this Lease. Tenant may sublease any portion of the Leased Premises for any purposes consistent with the provisions of

the above Paragraph of this Lease entitled Tenant's Facilities; provided, however, that no such sublease shall relieve Tenant of its obligations under this Lease.

20. **Notices.** Except for the notice provided to Landlord by Tenant exercising the Option, all notices required or permitted under this Lease shall be in writing and shall be deemed duly given (i) upon actual delivery if delivery is by hand (against receipt); (ii) on the third day following the date on which each such notice is deposited, postage prepaid, in the United States mail, certified, return receipt requested, (iii) or on the next business day after being sent by a nationally recognized overnight courier service which provides proof of receipt or by electronic mail. All notices shall be directed to the address(es) indicated below, or to any other address(es) as the parties may designate by notice delivered pursuant to this provision.

Landlord: City of McKinney, Texas  
222 N. Tennessee  
McKinney, TX 75069  
Attn: Mark S. Houser  
Ph: 972-547-7511

Tenant: Hemphill, LLC  
1305 North Louisville Avenue  
Tulsa, OK 74115

21. **Binding Agreement.** This Lease shall extend to and bind the heirs, personal representatives, permitted successors and assigns of the parties hereto.
22. **Subordination.** At Landlord's option, this Lease shall be subordinate to any mortgage by Landlord which from time to time may encumber all or part of the Leased Premises or right of way; provided, however, that every such mortgagee shall recognize the validity of this Lease in the event of a foreclosure of Landlord's interest and also Tenant's right to remain in occupancy of and have access to the Leased Premises as long as Tenant is not in default of this Lease. Tenant shall execute in a timely manner such instruments as may reasonably be required to evidence this subordination and non-disturbance clause. In the event the Leased Premises is encumbered by a mortgage, Landlord, no later than thirty (30) days after this Lease is executed, shall have obtained and furnished to Tenant, a non-disturbance instrument for each such mortgage in a form acceptable to Landlord's lender.
23. **Condemnation.** If the whole of the Leased Premises or such portion thereof as will, in Tenant's sole judgment, make the Leased Premises unusable for the purposes herein leased, or is condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by such public authorities, and rental shall be accounted for as between Landlord and Tenant as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of Landlord and Tenant hereunder. Nothing in this provision shall be construed to limit or affect Tenant's right to an award of compensation of any eminent domain proceeding for the taking of Tenant's leasehold interest hereunder.
24. **Tenant's Tower.** Tenant shall erect a self-supporting tower or a monopole suitable for its proposed use. Upon completion of a survey, if it is determined that any portion of the Leased Premises are located within other property not described in Exhibit "A" of this Lease but within other property owned by Landlord, Landlord and Tenant agree that the description of the other

property may be added to and made a part of this Lease as “Attachment 1” to Exhibit “A”.

25. **Compliance by Tenant.** Tenant shall comply with all local, city, county, state and federal laws, rules, ordinances, statutes and regulations (including, but not limited to, FCC requirements applicable to Tenant's Facilities) now in effect or hereafter enacted as the same may apply to the use of the Leased Premises by Tenant, and shall obtain, at Tenant's sole cost and expense, any licenses, permits and other approvals required for Tenant's use of the Leased Premises.
  
26. **Interference.** Landlord agrees not to sell, lease or use any areas of the larger parcel upon which the Leased Premises for placement of other telecommunications facilities if, in Tenant's sole judgment, such installation would interfere with the facilities in use by Tenant. In the event that Landlord enters into lease or license agreements in the future with others for the larger parcel upon which the Leased Premises is situated, for the placement of other communications facilities, then Landlord agrees such leases or license agreements shall include the following provisions:
  - (a) That such lessees or licensees will install equipment of types and radio frequencies that will not cause interference to Tenant's communications operations being conducted from the Leased Premises; and
  - (b) that if such lessee or licensee causes interference with Tenant's Facilities, then such lessee or licensee shall take all steps necessary to correct and eliminate the interference; and
  - (c) that if such interference is not eliminated within forty-eight (48) hours after such lessee's or licensee's receipt of notice of the existence of interference, then such lessee or licensee shall disconnect the electric power and shut down such lessee's or licensee's equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) until such interference is corrected and eliminated; and
  - (d) that if such interference is not completely corrected and eliminated within thirty (30) days after such lessee's or licensee's receipt of such notice, then such lessee or licensee shall remove such lessee's or licensee's antennas and equipment from the larger parcel upon which the Leased Premises is situated.
  
27. **Utilities.** Tenant shall be responsible for, shall cause to be separately metered, and shall promptly pay in full for all utilities (including, but not limited to, electricity) consumed by Tenant at the Leased Premises. Tenant shall have all lines, cables, wires or other electrical, telephone or fiberoptic connections placed within underground conduits installed by Tenant, its subtenants, licensees, or customers or by the applicable utility or service provider, provided, however, that Tenant shall have the right to install, operate, keep, maintain, repair and replace any above ground or at-grade boxes, cabinets, pedestals, vaults or other installations reasonably required therefore by Tenant, its subtenants, licensees, or customers or by the applicable utility or service provider.
  
28. **Environmental Indemnity.** To the extent allowed by applicable law, Landlord shall hold Tenant harmless from and indemnify Tenant against and from any damage, loss, expenses or liability resulting from any violation by Landlord or its agents, invitees or contractors of any federal state or local environmental statute or other law, or from the presence in, on, under or upon the Leased Premises, of any hazardous material (which shall mean any hazardous waste, hazardous substance



or material defined, regulated, controlled, limited, or prohibited in the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et. seq.). Tenant shall hold Landlord harmless from and indemnify Landlord from and against any damage, loss, expense or liability resulting from any violation by Tenant or its agents, invitees or contractors of any federal, state or local environmental statute or other law. The obligations under this Paragraph shall survive the termination or expiration of this Lease.

29. **Tenant's Rights.** Landlord grants that Tenant has the following rights: Twenty-four (24) hour, seven (7) day a week right of ingress and egress for the purposes of maintenance, inspection, and installation to insure the proper installation and operation of Tenant's Facilities. Such inspection, maintenance and installation shall be Tenant's sole responsibility and all such costs shall be borne by Tenant. The right to clear all trees, undergrowth, or other obstructions and to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees and limbs which may interfere with or fall upon Tenant's Facilities.
30. **Title Insurance.** Tenant, at Tenant's option, may obtain title insurance on the Leased Premises. Landlord, at Tenant's expense, shall cooperate with Tenant's efforts to obtain such title insurance policy by executing documents or obtaining requested documentation as is required by the title insurance company. At Tenant's option, should Landlord fail to provide requested documentation within thirty (30) days of Tenant's request, or fail to provide the non-disturbance instrument(s) as noted in the above Paragraph of this Lease entitled Subordination, Tenant may withhold and accrue the monthly rental until such time as the requested documents and instruments are received.
31. **Partial Invalidity.** If any provision of this Lease is found to be invalid, illegal or unenforceable in any respect in a final ruling or judgment of a court of competent jurisdiction from which no appeal can be taken then notwithstanding such finding, this Lease shall remain in full force and effect and there shall be substituted for such invalid, illegal or enforceable provision a like but equal provision which most nearly effects the intention of the parties. If a like but valid, legal and enforceable provision cannot be substituted, the invalid, illegal or unenforceable provision shall be deemed to be deleted and the remaining provisions shall continue in full force and effect, provided that the performance, rights and obligations of the parties under this Lease are not materially, adversely affected by such deletion.
32. **Non-Waiver.** Failure of either party to exercise any power or rights provided for herein shall not constitute a waiver of said party's right to demand exact compliance with the terms and conditions of this Lease.
33. **Additional Provisions.** In addition to the terms and conditions set forth in the body of this Lease, this Lease and Tenant's rights hereunder shall be subject to any additional terms and conditions as may be set forth in Exhibit "E" attached hereto and by reference made a part hereof.
34. **Memorandum of Lease.** This Lease or a memorandum hereof may be recorded at the option and expense of Tenant. Landlord agrees to, upon request of Tenant, execute any appropriate memorandum of this Lease prepared by Tenant at Tenant's expense.
35. **Captions Not Controlling.** Paragraph, captions or section headings used in this Lease are for convenience of reference only and do not affect any provision of this Lease.
36. **Brokerage Commissions and Fees.** Tenant and Landlord understand and agree that if either has hired, either verbally or in writing, a broker, realtor, finder or other person to act on behalf of, represent or otherwise assist either of them in connection with this Lease or the transactions

contemplated by this Lease, any commissions or fees due or claimed to be due by such broker, realtor, finder or other person shall be the sole responsibility of the party that hired such broker, realtor, finder or other person. Each party hereby agrees to indemnify and hold harmless the other party from and against any and all commissions, fees, costs, expenses, damages, or liability arising out of any claim against the indemnified party by any such broker, realtor, finder or other person hired by the indemnifying party.

37. **Survival of Indemnifications.** The indemnification provisions contained in this Lease shall survive the termination, cancellation, assignment and/or expiration of this Lease.
38. **Incorporation of Exhibits.** The Exhibits referenced in and attached to this Lease shall be deemed an integral part hereof to the same extent as if written at length herein.
39. **Duplicate Originals.** Duplicate originals of this Lease shall be executed, each of which shall be deemed an original but both of which together shall constitute one and the same instrument.
40. **Governing Law.** This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Texas.
41. **Entire Agreement.** It is agreed and understood that this Lease contains all agreements, promises and understandings between Landlord and Tenant and that no verbal or oral agreements, promises or understandings shall be binding upon either Landlord or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Lease shall be void and ineffective unless made in writing signed by the parties.

**(NO FURTHER TEXT ON THIS PAGE; SIGNATURES BEGIN ON NEXT PAGE)**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latter signature date below.

**LANDLORD:** CITY OF MCKINNEY, TEXAS

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF COLLIN\_

Before me, \_\_\_\_\_, the undersigned Notary Public, duly commissioned and qualified, this day personally appeared in the State and County aforesaid the above named Paul G. Grimes, who declared that he knew the contents of the foregoing instrument, and acknowledged it to be his voluntary act and deed, in his name and in the capacity set forth above.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Official Signature of Notary

Notary's printed or typed name: \_\_\_\_\_

My Commission Number: \_\_\_\_\_

OFFICIAL SEAL

**WITNESS:**

**TENANT:** HEMPHILL LLC, an Oklahoma limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

Name: John R. Hemphill

Its: President

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF OKLAHOMA  
COUNTY

OF

TULSA

I, \_\_\_\_\_ a notary public in and for said county in said state, hereby certify that John R. Hemphill, whose name as President of HEMPHILL, LLC, an Oklahoma limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Official Signature of Notary

Notary's printed or typed name: \_\_\_\_\_

My Commission Number: \_\_\_\_\_

OFFICIAL SEAL

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF LANDLORD'S PROPERTY**

Lot 1, Block A, The Reserve at Westridge Park, an addition to the City of McKinney, Collin County, Texas, according to the map or plat thereof recorded in Document No. 2018-867 of the Plat Records of Collin County, Texas.

**EXHIBIT "B"**  
**LEASED PREMISES**

LEASE AREA  
HEMPHILL, LLC  
WESTRIDGE  
SITE NO. 1640

All that tract or parcel of land lying and being in the Henry Slack Survey, Abstract No. 840, in the City of McKinney, Collin County, Texas, and being a portion of Lot 1, Block A of the Reserve at Westridge Park, as recorded in Instrument Number 20181114010005190, Colling County records, and being more particularly described as follows:

To find the point of beginning, COMMENCE at a 5/8-inch rebar found on the northerly right-of-way line of Hidden Haven Drive (having a 60-foot right-of-way), said rebar also marking the southwest corner of said Lot 1, Block A, and having a Texas Grid North, NAD83, North Central Zone value of N: 7122841.5680 E: 2502500.4918; thence leaving said right-of-way line and running along the east line of the lands of Prosper Independent School District, as recorded in Instrument Number 20180614000734710, North 26°04'26" East, 894.22 feet to a 5/8-inch rebar found; thence running along the southwesterly line of the lands of The Reserve at Westridge Owners Association, as recorded in Document Number 20131024001456700, South 24°39'30" East, 543.28 feet to a ½-inch capped rebar found at the northeast corner of said Lot 1, Block A, said rebar having a Texas Grid North, NAD83, North Central Zone value of N: 7123151.0455 E: 2503120.1904; thence running along a tie line, South 87°45'52" West, 10.87 feet to a point and the true POINT OF BEGINNING; Thence running, South 65°21'32" West, 60.00 feet to a point; Thence, North 24°38'28" West, 60.00 feet to a point; Thence, North 65°21'32" East, 60.00 feet to a point; Thence, South 24°38'28" East, 60.00 feet to a point and the POINT OF BEGINNING.

Bearings based on Texas Grid North, NAD83, North Central Zone.

Said tract contains 0.0826 acres (3,600 square feet), more or less, as shown in a survey prepared for Hemphill, LLC by POINT TO POINT LAND SURVEYORS, INC. dated November 16, 2021.

INGRESS-EGRESS & UTILITY EASEMENT  
HEMPHILL, LLC  
WESTRIDGE  
SITE NO. 1640

Together with an Ingress-Egress and Utility Easement lying and being in the Henry Slack Survey, Abstract No. 840, in the City of McKinney, Collin County, Texas, and being a portion of Lot 1, Block A of the Reserve at Westridge Park, as recorded in Instrument Number 20181114010005190, Colling County records, and being more particularly described as follows:

To find the point of beginning, COMMENCE at a 5/8-inch rebar found on the northerly right-of-

way line of Hidden Haven Drive (having a 60-foot right-of-way), said rebar also marking the southwest corner of said Lot 1, Block A, and having a Texas Grid North, NAD83, North Central Zone value of N: 7122841.5680 E: 2502500.4918; thence leaving said right-of-way line and running along the east line of the lands of Prosper Independent School District, as recorded in Instrument Number 20180614000734710, North 26°04'26" East, 894.22 feet to a 5/8-inch rebar found; thence running along the southwesterly line of the lands of The Reserve at Westridge Owners Association, as recorded in Document Number 20131024001456700, South 24°39'30" East, 543.28 feet to a ½-inch capped rebar found at the northeast corner of said Lot 1, Block A, said rebar having a Texas Grid North, NAD83, North Central Zone value of N: 7123151.0455 E: 2503120.1904; thence running along a tie line, South 87°45'52" West, 10.87 feet to a point and the true POINT OF BEGINNING; Thence running, South 23°19'29" West, 580.80 feet to a point on the northerly right-of-way line of Hidden Haven Drive; Thence running along said right-of-way line, 30.01 feet along the arc of a curve to the right, having a radius of 1392.77 feet and being scribed by a chord bearing, North 67°51'14" West, 30.01 feet to a point; Thence leaving said right-of-way line and running, North 23°19'29" East, 487.29 feet to a point; Thence, North 24°38'28" West, 100.74 feet to a point; Thence, North 65°21'32" East, 30.00 feet to a point on the Lease Area; Thence running along said Lease Area, South 24°38'28" East, 60.00 feet to a point; Thence, North 65°21'32" East, 60.00 feet to a point and the POINT OF BEGINNING.

Bearings based on Texas Grid North, NAD83, North Central Zone.

Said easement contains 0.4512 acres (19,656 square feet), more or less, as shown in a survey prepared for Hemphill, LLC by POINT TO POINT LAND SURVEYORS, INC. dated November 16, 2021.

**EXHIBIT "C"**  
**SURVEY AND LEGAL DESCRIPTIONS OF LEASED PREMISES ATTACHED**

See attached



**PARENT PARCEL**

OWNER: D.R. HORTON - TEXAS, LTD  
 SITE ADDRESS: HIDDEN HAVEN DR, MCKINNEY, TX 75070  
 PARCEL ID: 2789205  
 AREA: 7.445 ACRES (PER TAX ASSESSOR)  
 ZONED: PD - PLANNED DEVELOPMENT  
 ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS  
 REFERENCES: INSTRUMENT NUMBERS 2005-0164538 & 20181114010005190

**GPS NOTES**

THE FOLLOWING GPS STATISTICS UPON WHICH THIS SURVEY IS BASED HAVE BEEN PRODUCED AT THE 95% CONFIDENCE LEVEL:  
 POSITIONAL ACCURACY: 0.02 FEET (HORZ) 0.22 FEET (VERT)  
 TYPE OF EQUIPMENT: GEOMAX ZENITH35 PRO BASE AND ROVER, DUAL FREQUENCY  
 TYPE OF GPS FIELD PROCEDURE: ONLINE POSITION USER INTERFACE  
 DATES OF SURVEY: 06/02/2020, 10/26/2021, 11/10/2021 & 11/16/2021  
 DATUM / EPOCH: NAD\_83(2011)EPOCH:2010.0000  
 PUBLISHED / FIXED CONTROL USE: N/A  
 GEOID MODEL: 18  
 COMBINED GRID FACTORS: 0.99984228  
 CONVERGENCE ANGLE: 0.96273889°  
 BENCHMARKS USED: DG9791, DG9767, DF4385

**SITE INFORMATION**

LEASE AREA = 3,600 SQUARE FEET (0.0826 ACRES)  
 LATITUDE = 33°11'52.2" (NAD 83) (33.197833°)  
 LONGITUDE = -96°45'08.2" (NAD 83) -96.752278°  
 AT CENTER LEASE AREA  
 ELEVATION AT CENTER OF LEASE AREA = 784' A.M.S.L.

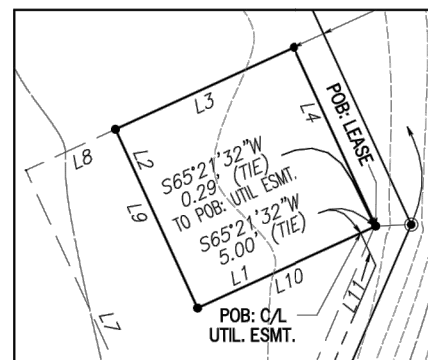
N/F  
 PROSPER INDEPENDENT  
 SCHOOL DISTRICT  
 PARCEL # 2780828  
 INST NO. 20180614000734710  
 LOT 1, BLOCK A  
 BLUESTEM ADDITION  
 (INST. NO. 20180607010002650)

N/F  
 PARENT PARCEL  
 D.R. HORTON - TEXAS, LTD  
 PARCEL # 2789205  
 INST. NO. 2005-0164538  
 LOT 1, BLOCK A  
 THE RESERVE AT WESTRIDGE PARK  
 (INST. NO. 20181114010005190)

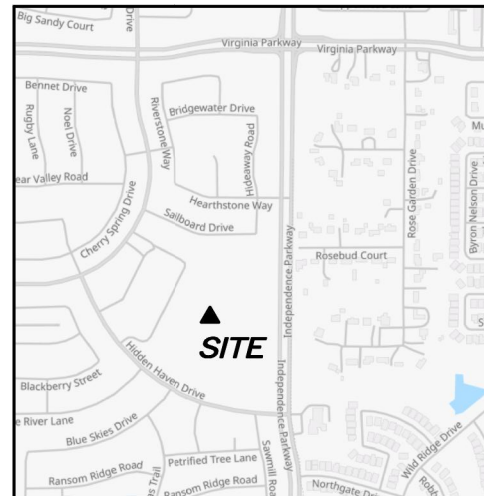
INGRESS-EGRESS  
 EASEMENT  
 (RIGHTS TO BE ACQUIRED)

C/L 10'  
 UTILITY EASEMENT  
 (RIGHTS TO BE ACQUIRED)

N/F  
 THE RESERVE AT WESTRIDGE  
 OWNERS ASSOCIATION  
 PARCEL # 2680750  
 INST. NO. 20131024001456700  
 THE RESERVE AT WESTRIDGE  
 COMMON AREA S3, BLOCK S  
 (INST. NO. 20120524010001150)



**INSET: SCALE 1"=50'**



**VICINITY MAP**

NOT TO SCALE

**GENERAL NOTES**

\* THIS SPECIFIC PURPOSE SURVEY IS FOR THE LEASED PREMISES AND EASEMENTS ONLY. THIS SPECIFIC PURPOSE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF HEMPHILL, LLC AND EXCLUSIVELY FOR THE TRANSFERRAL OF THE LEASED PREMISES AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE FEE SIMPLE TRANSFERRAL OF THE PARENT PARCEL NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED.

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

THIS SPECIFIC PURPOSE SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, OR RIGHTS-OF-WAY NOT SHOWN HEREON.

BASIS OF BEARING: GPS OBSERVATIONS CONDUCTED AT THE TIME OF SURVEY.

BASIS OF ELEVATION: GPS OBSERVATIONS CONDUCTED AT THE TIME OF SURVEY.

EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: LEICA TPS 1200 ROBOTIC & GEOMAX ZENITH 35 (DATE OF LAST FIELD VISIT: 11/16/2021)

THE 1' CONTOURS AND SPOT ELEVATIONS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE ADJUSTED TO NAVD 88 DATUM (COMPUTED USING GEOID18) AND HAVE A VERTICAL ACCURACY OF ± 0.5'. CONTOURS OUTSIDE THE IMMEDIATE SITE AREA ARE APPROXIMATE.

BEARINGS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE BASED ON TEXAS GRID NORTH (NAD 83) NORTH CENTRAL ZONE.

PER THE FEMA FLOODPLAIN MAPS, THE SITE IS LOCATED IN AN AREA DESIGNATED AS ZONE X (AREA OF MINIMAL FLOOD HAZARD). COMMUNITY PANEL NO. : 48085C0235J DATED: 06/02/2009

NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS SPECIFIC PURPOSE SURVEY.

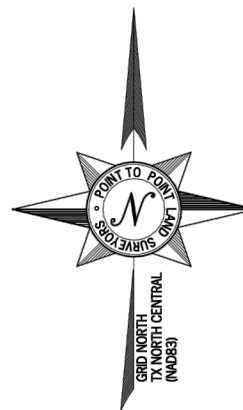
ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.

ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE GROUND FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEES THAT ANY UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT ANY UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ANY UNDERGROUND UTILITIES.

TEXAS REGISTRATION NO. 10194197

I DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND AND UNDER MY SUPERVISION. THE HORIZONTAL DATUM (COORDINATES) ARE IN THE TERMS OF THE NORTH AMERICAN DATUM OF 1983 (NAD83) AND ARE EXPRESSED AS DEGREES, MINUTES AND SECONDS, TO THE NEAREST HUNDREDTH OF A SECOND. THE VERTICAL DATUM (HEIGHTS) ARE IN TERMS OF NORTH AMERICAN DATUM OF 1988 AND ARE DETERMINED TO THE NEAREST TENTH OF A FOOT.

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THIS MAP IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION.



**LINE TABLE**

LINE	BEARING	DISTANCE
L1	S65°21'32"W	60.00'
L2	N24°38'28"W	60.00'
L3	N65°21'32"E	60.00'
L4	S24°38'28"E	60.00'
L5	S23°19'22"W	580.59'
L6	N23°19'22"E	478.32'
L7	N24°38'28"W	113.95'
L8	N65°21'32"E	30.00'
L9	S24°38'28"E	60.00'
L10	N65°21'32"E	59.71'
L11	S24°38'28"E	10.98'
L12	S23°19'29"W	569.58'

**CURVE TABLE**

LINE	ARC	RADIUS	CHD. BRG.	CHD.
C1	20.01'	1392.77'	N68°03'34"W	20.01'



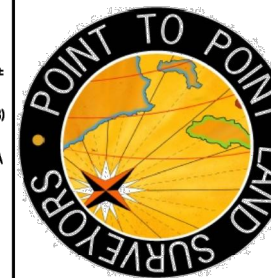
Know what's below.  
 Call before you dig.



11/16/2021  
 JUSTIN KYLE LAWRENCE

NO.	DATE	REVISION
1	3/16/22	UTILITY ESMT.

**POINT TO POINT LAND SURVEYORS**  
 100 Governors Trace, Ste. 103  
 Peachtree City, GA 30269  
 (p) 678.565.4440 (f) 678.565.4497  
 (w) pointtopointsurvey.com  
 Texas Registration NO. 10194197



SPECIFIC PURPOSE SURVEY PREPARED FOR:

**HEMPHILL**  
 1305 N. LOUISVILLE AVENUE  
 TULSA, OK 74115

**WESTRIDGE**

**SITE NO. 1640**  
 HENRY SLACK SURVEY,  
 ABSTRACT NO. 840,  
 CITY OF MCKINNEY,  
 COLLIN COUNTY, TEXAS

DRAWN BY: EAL

CHECKED BY: JKL

APPROVED: D. MILLER

DATE: NOVEMBER 16, 2021

P2P\_JOB #: 211575TX

SHEET:

**1**

OF 2

**HEMPHILL**  
 1305 NORTH LOUISVILLE AVE  
 TULSA, OK 74115  
 (918) 834-2200

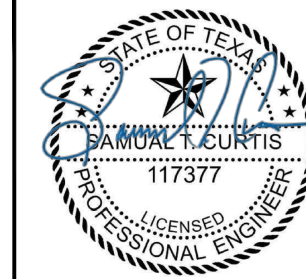
SURVEY PROVIDED BY:

**POINT TO POINT LAND SURVEYORS**  
 100 GOVERNORS TRACE  
 SUITE 103, PEACHTREE CITY,  
 GA 30269  
 678-565-4440

PROJECT NO:	1640
PROJECT NAME:	WESTRIDGE
911 ADDRESS:	TBD
DRAWN BY:	RGH
CHECKED BY:	MK/SLT/JRH

ISSUED FOR:  
 APPROVAL

REV	DATE	DESCRIPTION
0	03/16/22	FOR APPROVAL



**SAMUAL T. CURTIS, P.E.**  
 TEXAS NO. 117377

**SCALE**  
 N.T.S.

**SUP EXHIBIT**

SHEET NUMBER: **SU-1** REVISION: **1**

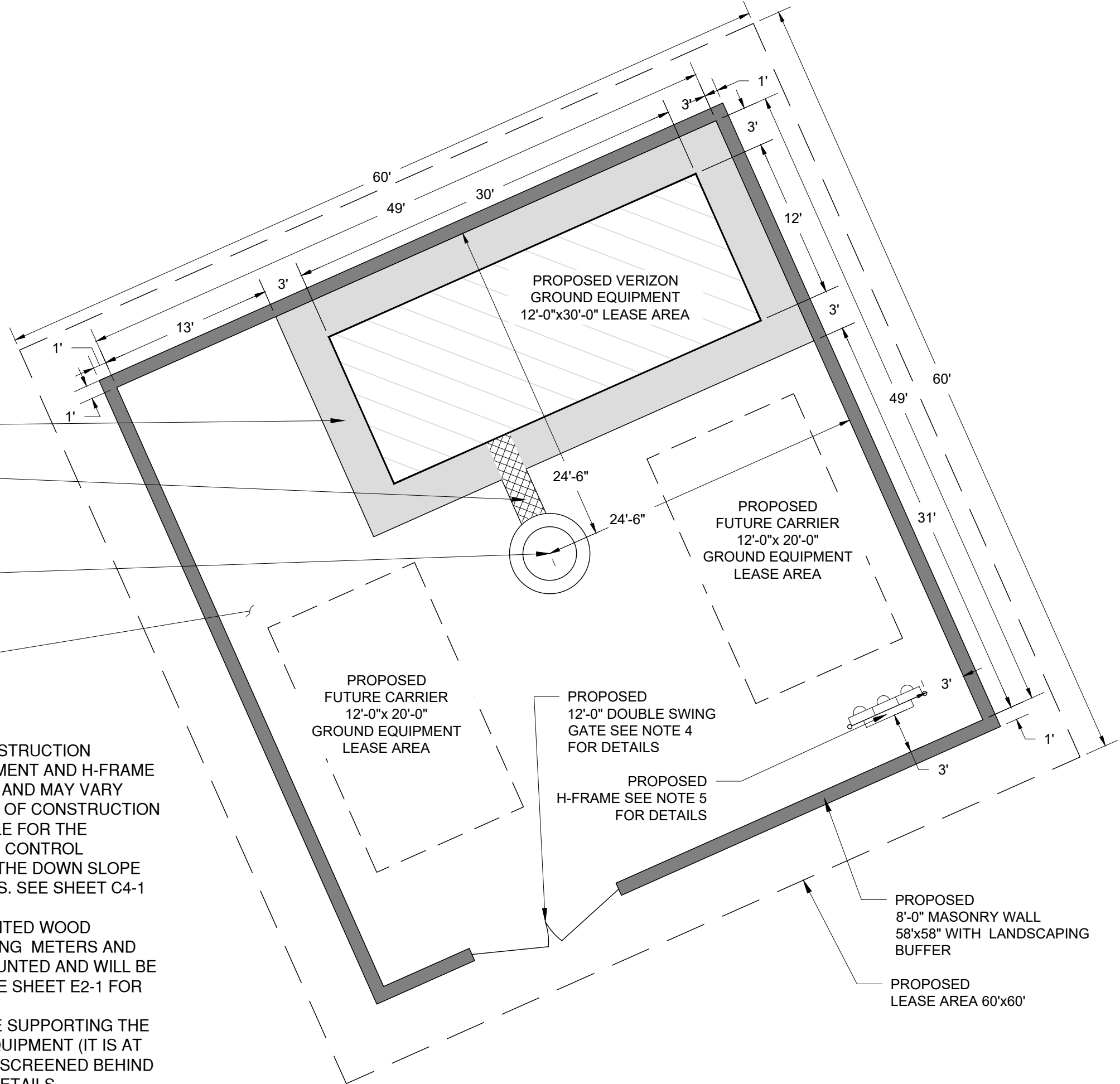
- LEGEND**
- POB POINT OF BEGINNING
  - POC POINT OF COMMENCEMENT
  - IFS IRON PIN SET
  - IPF IRON PIN FOUND
  - CMF CONCRETE MONUMENT FOUND
  - CRB CAPPED REBAR
  - RB REBAR
  - CI CURB INLET
  - N/F NOW OR FORMERLY



GRAPHIC SCALE IN FEET  
 SCALE: 1" = 120'

SURVEY NOT VALID WITHOUT SHEET 2 OF 2

E:\Desktop\Point to Point\2021\1575TX\Westridge\211575TX.dwg



PROPOSED VERIZON  
3'-0" WIDE GROUND RING AREA

PROPOSED VERIZON  
2'-0" WIDE  
WAVEGUIDE BRIDGE  
SEE NOTE 6  
FOR DETAILS

PROPOSED  
80' MONOPOLE TOWER  
SEE SHEET C3-1 FOR  
ELEVATION DETAILS

TOWER COMPOUND  
(GRAVELED)

PROPOSED  
FUTURE CARRIER  
12'-0" x 20'-0"  
GROUND EQUIPMENT  
LEASE AREA

PROPOSED  
FUTURE CARRIER  
12'-0" x 20'-0"  
GROUND EQUIPMENT  
LEASE AREA

PROPOSED  
12'-0" DOUBLE SWING  
GATE SEE NOTE 4  
FOR DETAILS

PROPOSED  
H-FRAME SEE NOTE 5  
FOR DETAILS

PROPOSED  
8'-0" MASONRY WALL  
58'x58" WITH LANDSCAPING  
BUFFER

PROPOSED  
LEASE AREA 60'x60'

**NOTES:**

1. ALL COMPONENTS SHOWN ARE NEW CONSTRUCTION
2. PLACEMENT OF VERIZON GROUND EQUIPMENT AND H-FRAME WITHIN THE COMPOUND IS APPROXIMATE AND MAY VARY DEPENDING ON SITE CONDITIONS AT TIME OF CONSTRUCTION
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF APPROPRIATE EROSION CONTROL MEASURES, INCLUDING SILT FENCES, ON THE DOWN SLOPE SIDES OF ALL SOIL DISTURBING ACTIVITIES. SEE SHEET C4-1 DETAIL 3
4. THE GATE MATERIAL SHALL BE GRAY-PAINTED WOOD
5. THE H-FRAME IS A STRUCTURE SUPPORTING METERS AND UTILITY CONNECTIONS (IT IS GROUND MOUNTED AND WILL BE SCREENED BEHIND PROPOSED WALL). SEE SHEET E2-1 FOR DETAILS
6. THE WAVEGUIDE BRIDGE IS A STRUCTURE SUPPORTING THE CABLE RUN FROM TOWER TO GROUND EQUIPMENT (IT IS AT GROUND EQUIPMENT LEVEL AND WILL BE SCREENED BEHIND PROPOSED WALL). SEE SHEET C3-3 FOR DETAILS



**HEMPHILL®**  
1305 NORTH LOUISVILLE AVE  
TULSA, OK 74115  
(918) 834-2200

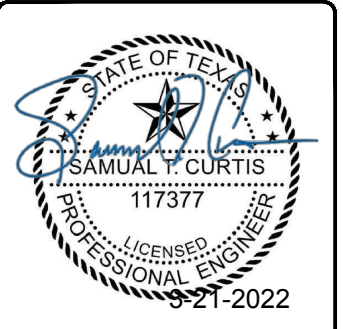


STS (SPECIALTY TELECOMMUNICATIONS  
CONSULTANTS, LLC)  
13431 BROADWAY EXT., SUITE 120,  
OKLAHOMA CITY, OK 73114

PROJECT NO:	1640
PROJECT NAME:	WESTRIDGE
911 ADDRESS:	TBD
DRAWN BY:	RGH
CHECKED BY:	MK/SLT/JRH

ISSUED FOR:  
APPROVAL

REV	DATE	DESCRIPTION
0	03/16/22	FOR APPROVAL

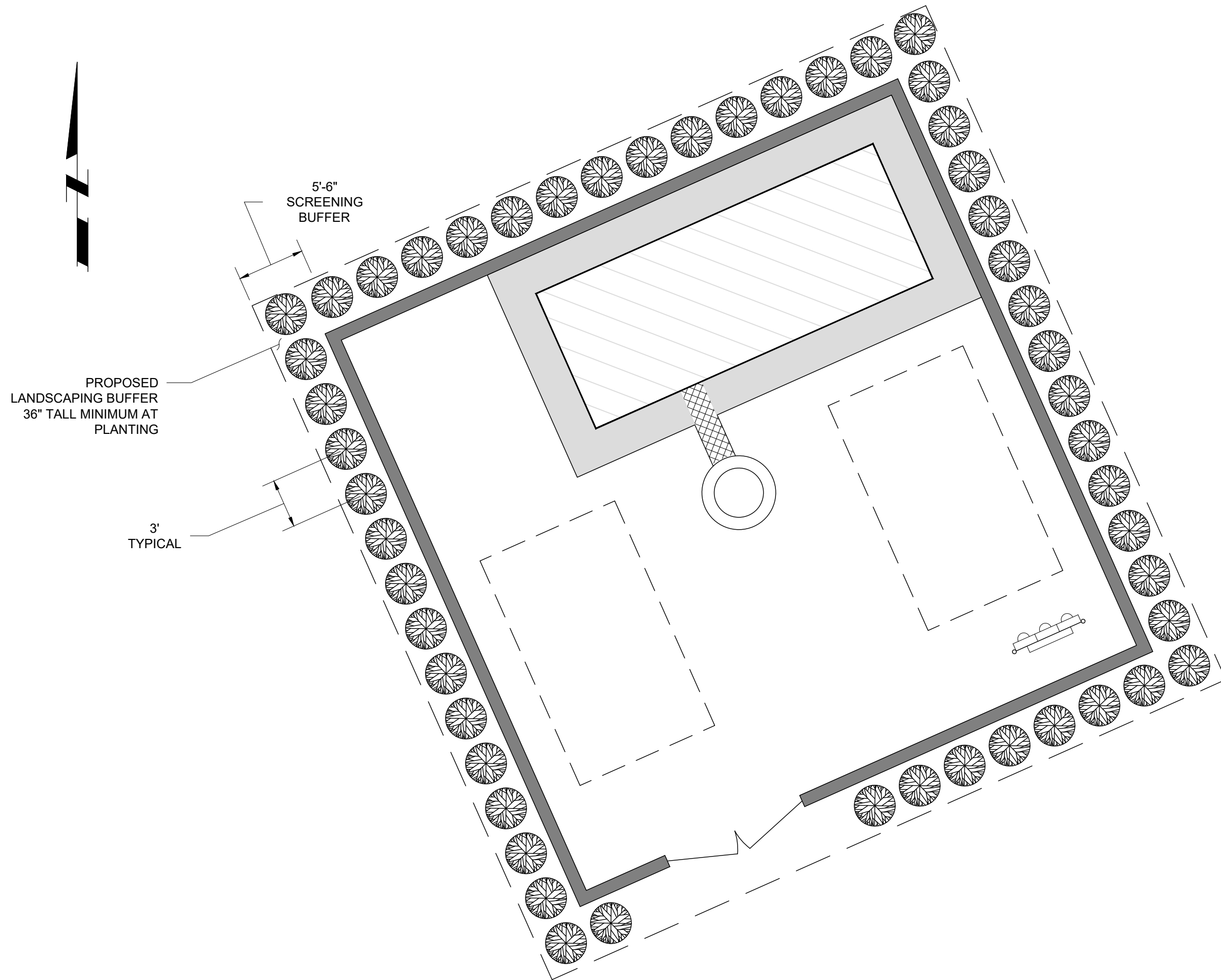


SAMUAL T. CURTIS, P.E.  
TEXAS NO. 117377

**SCALE**  
1/8" = 1'-0"

**SUP  
EXHIBIT**

SHEET NUMBER:	REVISION:
<b>SU-2</b>	<b>0</b>



PROPOSED  
LANDSCAPING BUFFER  
36" TALL MINIMUM AT  
PLANTING

3'  
TYPICAL

5'-6"  
SCREENING  
BUFFER



**HEMPHILL®**

1305 NORTH LOUISVILLE AVE  
TULSA, OK 74115  
(918) 834-2200



STS (SPECIALTY TELECOMMUNICATIONS  
CONSULTANTS, LLC)  
13431 BROADWAY EXT., SUITE 120,  
OKLAHOMA CITY, OK 73114

PROJECT NO:	1640
PROJECT NAME:	WESTRIDGE
911 ADDRESS:	TBD
DRAWN BY:	RGH
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ISSUED FOR:  
APPROVAL

REV	DATE	DESCRIPTION
0	03/16/22	FOR APPROVAL



SAMUAL T. CURTIS, P.E.  
TEXAS NO. 117377

SCALE  
N.T.S.

LANDSCAPE  
EXHIBIT

SHEET NUMBER:	REVISION:
LX-1	1



**HEMPHILL**

1305 NORTH LOUISVILLE AVE  
TULSA, OK 74115  
(918) 834-2200

**SURVEY PROVIDED BY:**

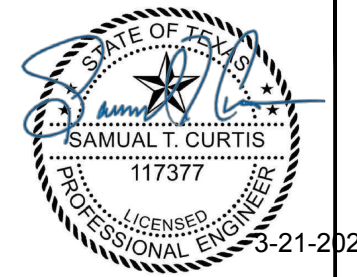
**POINT TO POINT LAND SURVEYORS**  
100 GOVERNORS TRACE  
SUITE 103, PEACHTREE CITY,  
GA 30269  
678-565-4440

PROJECT NO:	1640
PROJECT NAME:	WESTRIDGE
911 ADDRESS:	TBD
DRAWN BY:	RGH
CHECKED BY:	MK/SLT/JRH

**ISSUED FOR:**

APPROVAL

REV	DATE	DESCRIPTION
0	03/16/22	FOR APPROVAL



**SAMUAL T. CURTIS, P.E.**  
TEXAS NO. 117377

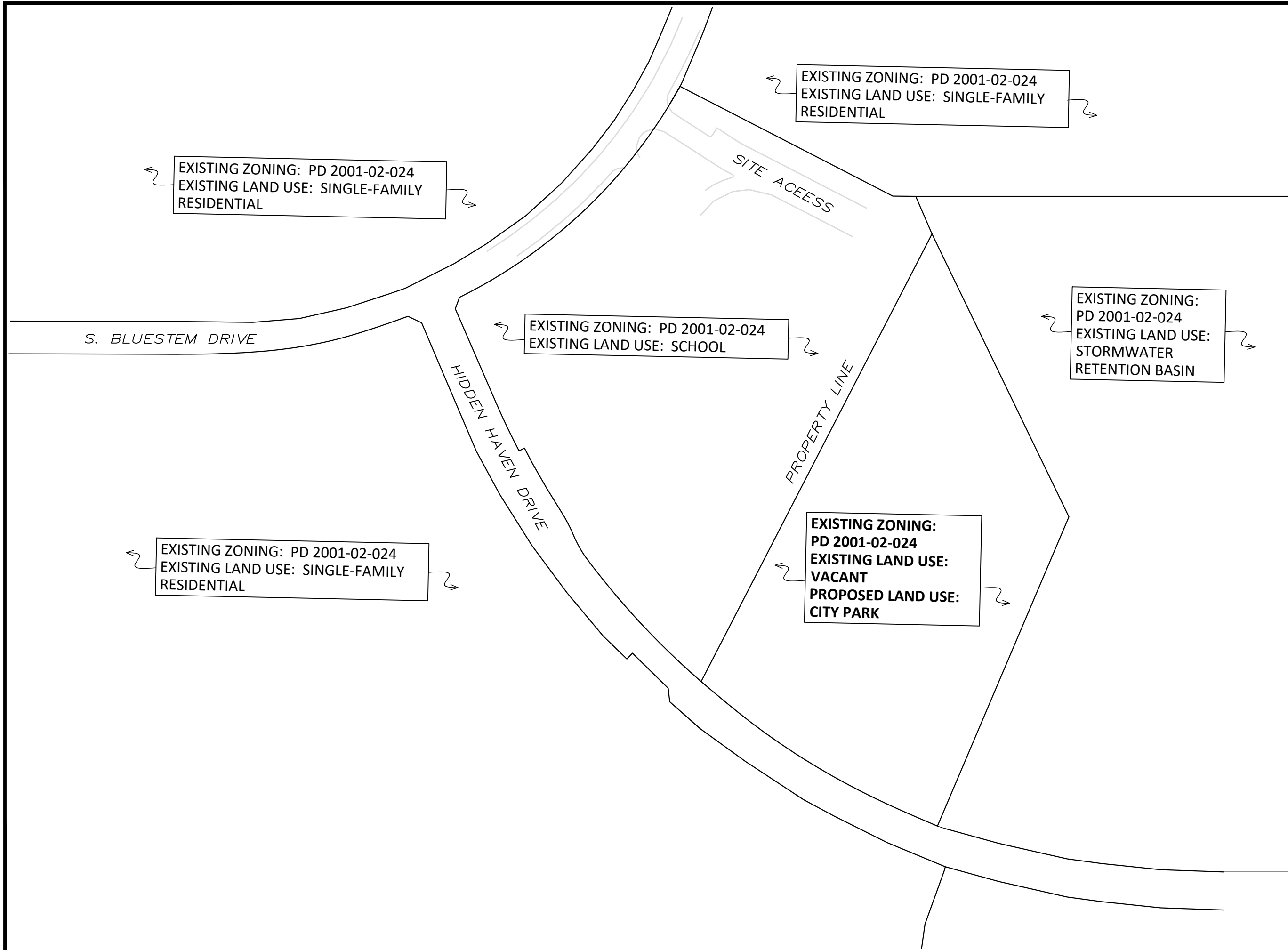
**SCALE**

N.T.S.

**ZONING EXHIBIT**

SHEET NUMBER: REVISION:

**ZX-1 1**



**EXHIBIT "D"**  
**PERMITTED EXCEPTIONS**

None

**EXHIBIT "E"**  
**ANY ADDITIONAL TERMS AND CONDITIONS**

Upon completion of the construction of Tenant's Facilities, Landlord may replace Tenant's gravel drive extending from Hidden Haven Dr to the Land with a paved sidewalk/drive no less than ten feet (10') wide; provided, however, such sidewalk/drive shall not materially interfere with Tenant's (or Tenant's subtenant's) ability to access, install, maintain, and replace utilities installed within the Access and Utility Easement. Upon Landlord's replacement, Tenant shall access Tenant's Facilities solely upon such sidewalk/drive.