

Prepared out of state by:

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**RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:**

Crown Castle
c/o Post Closing – Recording
8020 Katy Freeway
Houston, TX 77024

Tax Parcel No.: 400599 Geographic ID: 0524600106

Cross References: None
Official Public Records of
Bell County, Texas

Space above this line for Recorder's Use

MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

This Memorandum of Option and Ground Lease Agreement is dated as of the date of Lessor's signature, and made effective as of the date of execution by the last party hereto to sign ("Effective Date") by and between CITY OF KILLEEN (hereinafter referred to as "Lessor") and CROWN CASTLE TOWERS 06-2 LLC, a Delaware limited liability company (hereinafter referred to as "Lessee").

RECITALS

Lessor and Lessee entered into that certain Option and Ground Lease Agreement dated as of _____, 2025 (the "Agreement"). Lessor and Lessee desire to execute this Memorandum for the purpose of placing third parties on record notice of a right and option created and granted to Lessee with respect to the property described herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the Recitals, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Pursuant to the Agreement, Lessee has the right and option ("Option"), exercisable at any time during the twenty-four (24) month period following the date of the Agreement ("Option Period"), to exercise such option in the manner set forth in the Agreement, which provides Lessee with an exclusive and irrevocable right to lease a portion of Lessor's property ("Lessor's Property"), described on **Exhibit "A"** attached hereto and made a part hereof for all purposes, consisting of approximately **3,600** square feet ("Leased Premises"), together with the following

easements appurtenant to the Leased Premises: a thirty (30) feet wide access and utility easement extending from the Leased Premises to the nearest public right of way or public utility easement, as more particularly described in the Agreement.

2. If the Option is not exercised or terminated by Lessee during the Option Period, the Option shall be automatically extended for one (1) additional one (1) year period, unless the Option is exercised or terminated by Lessee in accordance with the terms of the Agreement.

3. If the Option is exercised, the initial term of the Lease shall extend for a period of five (5) years. The initial term will automatically extend for nineteen (19) additional terms of five (5) years each, unless Lessee elects not to extend the term in accordance with the terms of the Agreement.

4. By the Agreement, Lessor granted to Lessee the right of first refusal to purchase all, or a portion, of the Lessor's Property on the following terms:

If, during the Option Period, any Option Renewal Period, or the Lease Term, Lessor receives an offer that it intends to accept, to purchase, make a loan, or give any consideration in exchange for any of the following interests in all or a portion of the Leased Premises: (i) fee title, (ii) a perpetual or other easement, (iii) a lease, (iv) any present or future possessory interest, (v) any or all portions of Lessor's interest in this Agreement including rent or (vi) an option to acquire any of the foregoing, Lessor shall provide written notice to Lessee of said offer ("Lessor's Notice"). Lessor's Notice shall include the prospective buyer's name, the purchase price being offered, and other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Lessor's Property is to be sold, a description of said portion. Lessee shall have a right of first refusal to purchase, at its election and on the terms and conditions as in Lessor's Notice a fee simple interest in Lessor's Property or Leased Premises or a perpetual easement for the Leased Premises. If the Lessor's Notice is for more than the Leased Premises and Lessee elects to purchase in fee or acquire a perpetual easement in only the Leased Premises, the terms and conditions of said acquisition shall be the same terms and conditions as in Lessor's Notice but the purchase price shall be pro-rated on an acreage basis. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may sell the property described in the Lessor's Notice. If Lessee declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance.

5. The Agreement also grants Lessee has the exclusive right to construct, install and operate wireless communications facilities that emit radio frequencies on Lessor's Property. Lessor agrees that it will not permit the construction, installation or operation on Lessor's Property of (i) any additional wireless communications facilities or (ii) any equipment or device that interferes with Lessee's use of the Leased Premises for a wireless communications facility.

6. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. Defined terms used in this Memorandum and not otherwise defined herein shall have the meanings given to such terms in the Agreement.

8. A copy of the Agreement is on file with Lessor and Lessee.

[Execution Pages Follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Lessor and Lessee have caused this Memorandum to be duly executed on the day and year first written above.

LESSOR:
CITY OF KILLEEN

By: _____

Print Name: _____

Title: _____

STATE OF _____)

)

COUNTY OF _____)

On this ____ day of _____ 2025, before me, the subscriber, a Notary Public in and for said State and County, personally appeared _____, the _____ of CITY OF KILLEEN, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of Option and Ground Lease Agreement, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said city.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

Notary Seal

(Signature of Notary)

(Printed Name of Notary)

My Commission Expires: _____

LESSEE:
CROWN CASTLE TOWERS 06-2 LLC, a
Delaware limited liability company

By: _____

Print Name: _____

Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____ 2025, before me, the subscriber, a Notary Public in and for said State and County, personally appeared _____, the _____ of CROWN CASTLE TOWERS 06-2 LLC, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of Option and Ground Lease Agreement, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

Notary Seal

(Signature of Notary)

(Printed Name of Notary)

My Commission Expires: _____

EXHIBIT A
(Legal Description of Lessor's Property)

All that certain tract or parcel of land lying and being situated in the County of Bell, State of Texas, more particularly described in;

Being a 55.096 acre tract of land out of the D. B. Harris Survey, Abstract No. 453, the A.A. Sutton Survey, Abstract No. 1213 and the Wm. J.C. Hill Survey, Abstract No. 383, Bell County, Texas, being the remainder of that tract of land conveyed to Killeen Hymesa, Ltd. as recorded in Vol. 4151, Pg. 290, Deed Records of Bell County, Texas; said 55.096 acre tract being more particularly described as follows:

BEGINNING at a 3/8" iron rod set (all set rods having a Killeen E and S cap) at the intersection of the South margin of Stagecoach Road and the East margin of Rosewood Drive, said rod being the Northwest corner of the remainder of said Killeen Hymesa tract for the Northwest corner of the herein described tract;

THENCE, N 70° 09' 58" E, 206.63 feet with the South margin of Rosewood Drive, the North line of the remainder of said Killeen Hymesa tract, and the North line of the herein described tract to a 3/8" iron rod set, said rod being the Northwest corner of a tract of land conveyed to the City of Killeen as recorded in Vol. 4042, Pg. 330 and Vol. 4164, Pg. 661, being the Northeast corner of the remainder of said Killeen Hymesa tract for the Northeast corner of the herein described tract;

THENCE, S 19° 50' 24" E, 190.00 feet with the West line of said City of Killeen tract, the East line of the remainder of said Killeen Hymesa tract, and the East line of the herein described tract to a 3/8" iron rod found, said rod being the Southwest corner of said City of Killeen tract, and a corner in the East line of the remainder of said Killeen Hymesa tract for a corner in the East line of the herein described tract;

THENCE, N 70° 09' 36" E, 90.00 feet with the South line of said City of Killeen tract, the East line of the remainder of said Killeen Hymesa tract, and the East line of the herein described tract to a 3/8" iron rod found, said rod being the Southeast corner of said City of Killeen Tract, being in the West line of White Rock Estates Phase Six Section One as recorded in Cabinet D, Slide 224-A&B, said county plat records, and being a corner in the East line of said Killeen Hymesa tract for a corner in the East line of the herein described tract;

THENCE, with the West line of said White Rock Estates Phase Six Section One, the West and South lines of White Rock Estates Phase Six Section Three as recorded in Cabinet D, Slide 224-C, said plat records, the East line of the remainder of said Killeen Hymesa tract, and the East line of the herein described tract the following calls:

1. **S 51° 6' 42" E, 203.78** feet to a 3/8" iron rod found;
2. **S 45° 12' 03" E, 266.50** feet to a 3/8" iron rod found;
3. **S 38° 24' 27" E, 363.94** feet to a 3/8" iron rod found;
4. **S 41° 20' 32" E, 288.42** feet to a 3/8" iron rod found;

5. **S 58° 28' 22" E, 108.52 feet** to a 3/8" iron rod found;
6. **S 83° 04' 41" E, 122.63 feet** to a 3/8" iron rod found;
7. **N 82° 25' 13" E, 158.62 feet** to a 3/8" iron rod found;
8. **S 83° 29' 58" E, 78.80 feet** to a 3/8" iron rod found;
9. **S 52° 38' 46" E, 116.53 feet** to a 3/8" iron rod found;
10. **S 31° 20' 47" E, 133.62 feet** to a 3/8" iron rod found;
11. **S 73° 02' 36" E, 605.79 feet** to a 3/8" iron rod found;
12. **S 43° 04' 16" E, 279.73 feet** to a 3/8" iron rod found;
13. **S 35° 34' 53" E, 279.94 feet** to a 3/8" iron rod found;
14. **N 69° 53' 29" E, 325.26 feet** to 3/8" iron rod found;
15. **N 07° 39' 57" E, 61.66 feet** to a 3/8" iron rod found in the West line of a tract of land conveyed to the City of Harker Heights as recorded in Instrument No. 2007-39948, said deed records, being the Southeast corner of said White Rock Estates Phase Six Section Three, and in the East line of said Killeen Hymesa tract for a corner in the East line of the herein described tract;

THENCE, S 21° 01' 51" E, 2598.13 feet with the West line of said City of Harker Heights tract, the West line of Skipcha Mountain Estates Phase Twenty-two as recorded in Cabinet D, Slide 152-A, said county plat records, crossing said Killeen Hymesa tract and with the East line of the herein described tract to a 3 /8" iron rod set in the East margin of Rosewood Drive for the South corner of the herein described tract;

THENCE, with the East margin of Rosewood Drive, the West line of the remainder of said Killeen Hymesa tract, and the West line of the herein described tract the following calls:

1. on a curve to the left having a length of 498.90 feet, a radius of 1045.00 feet, and a chord bearing and distance of **N 34° 42' 28" W, 494.17 feet** to a 3 /8" iron rod set;
2. **N 48° 23' 05" W, 1140.06 feet** to a 3 /8" iron rod set;
3. on a curve to the right having a length of 397.24 feet, a radius of 655.00 feet, and a chord bearing and distance of **N 31° 00' 38" W, 391.18 feet** to a 3 /8" iron rod set;
4. **N 13° 38' 10" W, 327.87 feet** to a 3 /8" iron rod set;
5. on a curve to the left having a length of 1036.83 feet, a radius of 845.00 feet, and a chord bearing and distance of **N 48° 47' 15" W, 973.00 feet** to a 3 /8" iron rod set;
6. **N 83° 56' 20" W, 425.00 feet** to a 3 /8" iron rod set;
7. on a curve to the right having a length of 421.07 feet, a radius of 655.00 feet, and a chord bearing and distance of **N 65° 31' 20" W, 413.86 feet** to a 3 /8" iron rod set;
8. **N 47° 06' 21" W, 390.63 feet** to 3 /8" iron rod set;
9. on a curve to the right having a length of 300.87 feet, a radius of 1455.00, and a chord bearing and distance of **N 41° 10' 55" W, 300.34 feet** to 3 /8" iron rod set;
10. **N 35° 15' 28" W, 404.02 feet** to a 3/8" iron rod set;
11. on a curve to the right having a length of 386.21 feet, a radius of 1455.00 feet, and a chord bearing and distance of **N 27° 39' 13" W, 385.08 feet** to a 3 /8" iron rod set;
12. **N 20° 02' 58" W, 173.57 feet** to the **POINT OF BEGINNING**, containing 55.096 acres of land, more or less.