

**AGREEMENT TO ALLOW PLACING OF ANTENNA ON CITY
OF ANGLETON'S WATER TOWER LOCATED ON THE
SOUTHSIDE ELEMENTARY SCHOOL CAMPUS**

This agreement is entered into this _____ day of March, 2008, by and between Wayne Wright, of 1507 Elton, Houston, TX 77034, technical officer of Houston Amateur Mobile Society, a Texas non-profit association, as tenant and City of Angleton, Texas, as landlord;

WHEREAS in consideration of the City of Angleton and Brazoria County, Texas, using the equipment described below as emergency transmittal equipment in the event of an emergency for the City of Angleton's Emergency Operations Center, in exchange for permission to place said equipment on City of Angleton's property,

Conditioned on tenant satisfying the City Manager, or his designee, after consultation with the city engineer and public works director, that the placement of said antenna and equipment at the proposed location will present no current or future problem to the water tower and/or the water storage by the city, the parties agree as follows:

1. Landlord agrees that tenant may place a ham receiver antenna, the attaching antenna line and transceiver box on the Landlord water tower and site located on the Southside Elementary School campus located on Cemetery Road in Angleton, Texas.
2. Tenant agrees to place the antenna on the water tower at a location and in a manner determined by landlord. The line and transceiver box shall also be at a predetermined location acceptable to landlord.
3. The placement, operation, maintenance of the equipment shall be the sole responsibility of the tenant. Tenant shall be responsible for any and all damages to the equipment and holds the city harmless therefore; in addition Tenant shall be solely liable for any injuries which may occur in the future and holds landlord harmless therefore.
4. Tenant shall keep in full force liability insurance in the sum of \$2,000,000.00 naming City of Angleton as an additional insured in a form acceptable to Landlord, a copy of the current declarations page is attached hereto as "Exhibit A" and incorporated herein for all purposes. Tenant shall be required to furnish proof of insurance with a copy of the declarations page on an annual basis by mailing or

delivering same to: Greg Smith, City Manager (or his successor) at 121 S. Velasco, Angleton, TX 77516.

5. Tenant agrees that it is a tenant on a month to month basis and shall remove said equipment from landlord property with a 30 day notice.
6. Tenant agrees that should equipment interfere with Landlord's current or future use of the property to remove said equipment within 24 notice and agrees that if Landlord determines the equipment needs to be removed or disconnected at any time Landlord deems necessary and at no cost or liability to Landlord with no damages whatsoever to Landlord.
7. Landlord makes no representations whatsoever and the parties agree that nothing other than the terms set out above and the attached Exhibit are incorporated into this agreement and may not be altered unless mutually agreed to by Landlord.
8. The undersigned represents he has full authority to sign this agreement on behalf of Tenant and is acting pursuant to authority granted to him to act on behalf of Tenant in this regard.

WITNESS OUR HANDS ON THE DATES INDICATED BELOW.

HOUSTON AMATEUR
MOBILE SOCIETY
BY WAYNE WRIGHT
TECHNICAL OFFICER

CITY OF ANGLETON
BY GREG SMITH
CITY MANAGER

DATE: March _____, 2008

DATE: _____