

FIRST AMENDMENT TO GROUND LEASE

This First Amendment to Ground Lease (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between the **City of Laredo**, a Texas municipal corporation ("**Landlord**") and **American Towers LLC**, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant, collectively, the "**Parties**").

RECITALS

WHEREAS, Landlord owns that certain real property located at 3019 Cortez St., Laredo, TX 78043 and legally described in **Exhibit A** attached hereto ("**Property**"); and

WHEREAS, Landlord and Tenant's predecessor in interest, Nextel WIP Lease Corp., a Delaware corporation, entered into that certain Ground Lease, dated November 21, 2000, (the "**Lease**") pursuant to which Tenant leases a portion of the Property, together with a non-exclusive easement for vehicular and utility ingress and egress, for use in connection with Tenant's communications business, including the construction and operation of a Tower and Tenant's Equipment ("**Communications Facility**") (the "**Premises**"); and

WHEREAS, the Lease had an initial term of ten (10) years that commenced on November 21, 2000 and provided for three (3) successive renewal terms of five (5) years each and was scheduled to expire on November 20, 2025; and

WHEREAS, Tenant desires to extend the Term of the Lease; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Lease Term Extended**. Section 2 of the Lease is hereby deleted in its entirety and replaced as follows:

The term of this Lease shall be ten (10) years, commencing on November 21, 2000 (the "Commencement Date") and ending November 20, 2010. Provided Tenant is not in default under this Lease, Tenant may renew the term of this Lease for eight (8) successive renewal terms of five (5) years each by Tenant notifying Landlord at least one hundred twenty (120) days prior to expiration of the current term of the Lease. The renewal shall be on the same terms and conditions as are contained in this Lease.

As of the Effective Date, Tenant has exercised three (3) of the renewal terms leaving five (5) remaining. Assuming all other additional renewal terms are exercised, this Lease shall expire, with no additional terms, on November 20, 2050.

2. **Rent and Escalation**. Commencing on the first day of the month after full execution and delivery of this Amendment, the Rent payable from Tenant to Landlord under the Lease is increased to Forty-Five Thousand Dollars (\$45,000.00) per year, as appropriately prorated for the remaining annual payment period.

Site No: 36273

Site Name: LAREDO DOWNTOWN EAST

Commencing on November 21, 2023 and on each successive annual anniversary thereof, the Rent, as amended herein, shall increase by an amount equal to three percent (3%) of the then current Rent.

3. **Signing Bonus.** Within thirty (30) days of the Effective Date, Tenant shall pay to Lessor a one-time payment in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) ("***Signing Bonus***") for processing and documenting this Amendment. This Signing Bonus is non-reimbursable.
4. **Insurance.** Section 19 of the Lease is hereby deleted in its entirety and replaced as follows:
 - a. Tenant shall, at Tenant's sole cost and expense, procure and continue in force during the term of this Lease, including any Renewal Term:
 - i. Workers Compensation insurance at statutory limits, including Employers Liability coverage with limits of \$1,000,000 each accident/\$1,000,000 by disease each-employee/\$1,000,000 by disease policy limit;
 - ii. Commercial General Liability insurance with limits of \$1,000,000 per-occurrence for bodily injury and property damage and \$2,000,000 general aggregate including contractual liability, products/completed operations (\$1,000,000 aggregate) Coverage must be written on an occurrence form;
 - iii. Commercial Automobile Liability insurance with a combined single limit of \$1,000,000 each accident for bodily injury and property damage, covering all owned, non-owned, and hired vehicles;
 - iv. "All-risk" property insurance insuring the Facilities and its appurtenant personal property for full replacement costs; and
 - v. Builders Risk coverage (if applicable) as follows:
 1. All Risk Builders Risk insurance, including collapse coverage, is required on a completed value form if the contract is for the construction of a structure or building.
 2. The Builders Risk policy must provide transit and off-premises coverage if the contract with the builder makes Landlord responsible for materials. The deductible shall not exceed \$5,000.
 - b. With reference to the foregoing insurance requirement, Tenant shall endorse applicable insurance policies as follows:
 - i. Landlord shall be included as an additional insured as their interest may appear under this Lease with respect to General Liability, Automobile Liability, and Builders' Risk.
 - ii. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
 - iii. A waiver of subrogation in favor of Landlord shall be contained in the Workers' Compensation and all liability policies.

- iv. All insurance policies, which includes Landlord as an additional insured, must be endorsed to be primary coverage regardless of the application of other insurance.
 - v. Unless approved in writing by Landlord, Tenant shall place the required insurance with a current A.M. Best rating of at least A-: VII or better.
 - vi. Certificates of Insurance shall be prepared and executed by the authorized representative of the insurance companies.
- c. Upon receipt of notice from its insurer(s), Tenant shall use commercially reasonable efforts to provide Landlord with thirty (30) days' prior written notice of cancellation of any required coverage.
- d. Tenant shall require any contractors and subcontractor(s) to obtain and maintain substantially the same insurance coverage that is required of Tenant. It is the responsibility of the Tenant to assure compliance with this provision. Landlord accepts no responsibility arising from the conduct, or lack of conduct, of any contractors or subcontractor.
- e. Tenant hereby releases Landlord and Landlord's property manager, if any, and their respective agents, employees, officers, directors, and partners (collectively the "Releasees") from, and shall not hold Releasees liable for, any liability for bodily injury, consequential damages, loss of income or damage to or loss of property or persons, or loss of use of any property, in or about the Premises for claims arising out of or resulting from Tenant's use and occupancy of the Premises unless such damage, loss or injury directly results from the gross negligence or willful misconduct of the Releasees. Further, the Releasees shall not be liable to Tenant for any such damage or loss to the extent Tenant is compensated or would have been compensated by the insurance which Tenant is obligated to maintain pursuant to this Section 19.
- f. Tenant agrees to indemnify, defend and hold Releasees harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) which may be imposed upon or incurred by or asserted against Releasees occurring during the Term, or during any period of time prior to the Commencement Date hereof or after the expiration date hereof when Tenant may have been given access to or possession of all or any part of the Premises arising from:
 - i. any work or act done in, on or about the Premises or any part thereof at the direction of Tenant, its agents, contractors, subcontractors, servants, employees, Tenants or invitees, including but not limited to the installation, use, maintenance, repair or removal of the Facilities, except if such work or act is done or performed by Landlord or its agents or employee;
 - ii. any negligence or other wrongful act or omission on the part of Tenant or any of its agents, contractors, subcontractors, servants, employees, subtenants, Tenants or invitees;

- iii. any accident, injury or damage to any person or property occurring in, on or about the Premises or any part thereof, unless caused by the gross negligence or willful misconduct of Landlord, its employees or agents, however, notwithstanding anything to the contrary in this Lease, Tenant shall not have any liability or responsibility unless caused by the acts or omissions of Tenant or any of its agents, contractors, subcontractors, servants, employees, subtenants, Tenants or invitees; and
 - iv. any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with.
 - g. Each Party hereby waives any and every claim which arises or which may arise in its favor and against the other Party hereto during the Term for any and all loss of, or damage to, any of its property located within or upon or constituting a part of the Premises, to the extent that such loss or damage is recovered under an insurance policy or policies. Each Party shall have their respective insurance company issue any such insurance policy with a provision waiving such insurance company's right of subrogation.
5. **Relocation.** Tenant acknowledges that the primary purpose of the Property is to serve as a valuable asset to Landlord's residents and the Landlord itself, and Tenant's use of the Property shall be subject to Landlord's paramount rights ("**Paramount Rights**") to use the Property for any and all current and future uses necessary for Landlord's municipal needs. Tenant understands and agrees that from time to time during the term, or any renewal term, Landlord may require Tenant to remove and/or relocate all or portions of the Communications Facility from the Premises temporarily or permanently at Tenant's expense in order for Landlord to exercise its Paramount Rights at the Property.
- a. **Temporary Relocations.** Landlord shall endeavor to give Tenant at least ninety (90) days prior written notice of the necessity to relocate the Communications Facility for a temporary period, and will use good faith efforts to provide temporary space at the Property, or another mutually acceptable Landlord location for such temporary relocation; provided Tenant is not in default under the Lease. Tenant shall be solely responsible at its cost for obtaining any necessary permits and otherwise complying with all laws, permits, and other rules and regulations of any public entity applicable in connection with the temporary relocation of its Communications Facility. Tenant acknowledges that in case of emergency (as determined by Landlord in its sole discretion), the notice period for temporary relocation may be shortened. Notwithstanding any relocation or any shortened notice period, the Lease shall continue without abatement of the Rent unless Landlord is unable to provide space for temporary relocation and as a result Tenant is required to cease to operate its Communications Facility for a period of more than fourteen (14) days in which event Tenant shall be entitled to an abatement of the Rent equivalent to the number of full days in excess of fourteen (14) days during which Tenant was unable to operate its Communications Facility multiplied by 1/365 of the Rent applicable during such period. Landlord will calculate and refund such abatement amount without interest within sixty (60) days after the end of the temporary relocation period.
 - b. At the end of the temporary relocation period, Tenant shall at its cost return the relocated Communications Facility to the Premises, unless the Parties mutually agree that the

Communications Facility may remain at the temporary location in which case the Parties shall memorialize such agreement by an amendment to the Lease. Tenant shall have a right to terminate the Lease upon thirty (30) days prior written notice to Landlord if any temporary relocation exceeds ninety (90) days, or if Landlord requires Tenant to relocate the Communications Facility more than one (1) time during any renewal Term. If the Lease is terminated for such reason, Landlord shall refund pre-paid and unused months of the Rent on a proportionate basis, but Tenant shall not be entitled to reimbursement or payment by Landlord of any further expenses or costs it may incur by reason of its election to terminate the Lease hereunder.

- c. **Permanent Relocations.** Landlord shall endeavor to give Tenant at least one hundred eighty (180) days prior written notice of the necessity to relocate the Communications Facility or a portion thereof to a new location upon the Property, and will use good faith efforts to provide another mutually acceptable Landlord location on the Property for such relocation; provided Tenant is not in default under the Lease. Tenant shall be solely responsible at its cost for relocating the Communications Facility and obtaining any necessary permits and otherwise complying with all laws, permits, and other rules and regulations of any public entity applicable in connection with the relocation of its Communications Facility. Tenant shall have a right to terminate the Lease upon ninety (90) days prior written notice to Landlord if Tenant's relocation of the Communications Facility to the mutually agreeable alternative location on the Property is technically infeasible. If the Lease is terminated for such reason, Landlord shall refund pre-paid and unused months of the Rent on a proportionate basis, but Tenant shall not be entitled to reimbursement or payment by Landlord of any further expenses or costs it may incur by reason of its election to terminate the Lease hereunder.

6. **Notices.** Section 24 of the Lease is hereby deleted in its entirety and replaced as follows:

All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein:

If to Landlord:

City of Laredo
Attn: I.S.T. Director
1102 Bob Bullock Loop
Laredo, Texas 78043

With a required copy sent to:

Best Best & Krieger LLP
Attn: Mr. Gerard Lavery Lederer
2000 Pennsylvania Avenue, NW Suite 5300
Washington, DC 20006

If to Tenant:

American Towers, LLC
Attn.: Land Management

Site No: 36273

Site Name: LAREDO DOWNTOWN EAST

10 Presidential Way
Woburn, MA 01801

With a required copy sent to:

American Towers, LLC
Attn.: Legal Dept.
16 Huntington Avenue
Boston, MA 02116.

Any of the Parties, by thirty (30) days prior notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

7. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Conflict/Capitalized Terms.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. If there is a conflict between the Lease and this Amendment, this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

CITY OF LAREDO, a Texas municipal corporation

Signature: _____

Print Name: _____

Title: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

AMERICAN TOWERS LLC,
a Delaware limited liability company

Signature: _____
Print Name: _____
Title: _____
Date: _____

Exhibit A

PARENT PARCEL

THE NORTH ONE-HALF OF BLOCK NUMBER ONE THOUSAND SEVEN HUNDRED SIXTEEN (N1/2 OF 1716), IN THE EASTERN DIVISION OF THE CITY OF LAREDO, WEBB COUNTY, TEXAS, THE RECEIPT AND DELIVERY OF WHICH WARRANTY DEED IS HEREBY ACKNOWLEDGED AND CONFESSED, HAVE GRANTED, SOLD AND CONVEYED, AND BY THESE PRESENTS DO GRANT, SELL AND CONVEY UNTO THE CITY OF LAREDO, TEXAS, A MUNICIPAL CORPORATION, CERTAIN TRACTS OR PARCELS OF LAND SITUATED IN THE EASTERN DIVISION AND THE WESTERN DIVISION OF THE CITY OF LAREDO, WEBB COUNTY, TEXAS, DESCRIBED AS FOLLOWS, TO-WIT:

1. ALL OF BLOCK NUMBER ONE THOUSAND EIGHT HUNDRED SIXTY-SIX (1866), IN THE EASTERN DIVISION OF THE CITY OF LAREDO, WEBB COUNTY, TEXAS.
2. THE SOUTH ONE-HALF OF BLOCK NUMBER THREE HUNDRED SIXTY (S 1/2 OF 360), IN THE WESTERN DIVISION OF THE CITY OF LAREDO, WEBB COUNTY, TEXAS.

Webb County, Texas APN: 180911

Exhibit A (continued)

LEASED PREMISES

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND BEING PART OF LOTS 5 AND 6, BLOCK 1866 OF THE EASTERN DIVISION OF THE CITY OF LAREDO AND BEING DESCRIBED IN A DEED FROM E. J. DRYDEN TO THE CITY OF LAREDO, DATED NOVEMBER 29, 1955 AND RECORDED IN VOLUME 245 ON PAGE 560 OF THE DEED RECORDS OF WEBB COUNTY, TEXAS AND THIS 0.23 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 5 AND A POINT ON THE WEST RIGHT OF WAY LINE OF N. INDIA AVE.; THENCE S 56°13'15" W A DISTANCE OF 34.89' TO A FOUND 1/2" IRON ROD AND THE POINT OF BEGINNING; THENCE S 00°00'35" E A DISTANCE OF 100.00' TO A FOUND 1/2" IRON ROD; THENCE N 89°58'32" W A DISTANCE OF 100.00' TO A FOUND 1/2" IRON ROD; THENCE N 00°00'35" W A DISTANCE OF 100.00' TO A FOUND 1/2" IRON ROD; THENCE S 89°58'32" E A DISTANCE OF 100.00' TO THE POINT OF BEGINNING. CONTAINING 10,000 SQ.FT. OR 0.23 ACRES OF LAND MORE OR LESS.

ACCESS AND UTILITIES

The access and utilities easements include all easements of record as well as that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress, and utilities purposes from the Leased Premises to and from a public right of way, including, but not limited to:

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND BEING PART OF LOT 5, BLOCK 1866 OF THE EASTERN DIVISION OF THE CITY OF LAREDO AND BEING DESCRIBED IN A DEED FROM E. J. DRYDEN TO THE CITY OF LAREDO, DATED NOVEMBER 29, 1955 AND RECORDED IN VOLUME 245 ON PAGE 560 OF THE DEED RECORDS OF WEBB COUNTY, TEXAS AND THIS 0.013 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 5 AND A POINT ON THE WEST RIGHT OF WAY LINE OF N. INDIA AVE.; THENCE S 00°00'35" E ALONG SAID RIGHT-OF-WAY OF N. INDIA AVE. A DISTANCE OF 59.41' TO THE POINT OF BEGINNING; THENCE CONTINUE S 00°00'35" E A DISTANCE OF 20.00' TO A CALCULATED POINT; THENCE N 89°58'32" W A DISTANCE OF 29.00' TO A CALCULATED POINT; THENCE N 00°00'35" W, A DISTANCE OF 20.00' TO A CALCULATED POINT; THENCE S 89°58'32" E, A DISTANCE OF 29.00' TO THE POINT OF BEGINNING. CONTAINING 580 SQ.FT. OR 0.013 ACRES OF LAND MORE OR LESS.

Exhibit A (continued)

A 10' UTILITY EASEMENT BEING PART OF LOT 5, BLOCK 1866 OF THE EASTERN DIVISION OF THE CITY OF LAREDO AND BEING DESCRIBED IN A DEED FROM E. J. DRYDEN TO THE CITY OF LAREDO, DATED NOVEMBER 29, 1955 AND RECORDED IN VOLUME 245 ON PAGE 560 OF THE DEED RECORDS OF WEBB COUNTY, TEXAS AND THE CENTERLINE OF SAID EASEMENT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 5 AND A POINT ON THE WEST RIGHT OF WAY LINE OF N. INDIA AVE.; THENCE S 00°00'35" E ALONG SAID RIGHT-OF-WAY OF N. INDIA AVE. A DISTANCE OF 19.57' TO THE POINT OF BEGINNING; THENCE S 37°04'46" W A DISTANCE OF 48.09' TO THE POINT OF TERMINATION. CONTAINING 481 SQ.FT. OR 0.01 ACRES OF LAND MORE OR LESS.

Site No: 36273

Site Name: LAREDO DOWNTOWN EAST

Exhibit B

MEMORANDUM

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Danielle Fiorentino, Esq.
ATC Site No: 36273
ATC Site Name: LAREDO DOWNTOWN EAST
Assessor's Parcel No(s): 180911

Prior Recorded Lease Reference:

Book 1054, Page 358
Document No: _____
State of Texas
County of Webb

MEMORANDUM OF LEASE

This Memorandum of Lease (this "***Memorandum***") is entered into as of the latter signature date hereof by and between the **City of Laredo, Texas** ("***Landlord***") and **American Towers LLC**, a Delaware limited liability company ("***Tenant***").

NOTICE is hereby given of the Lease (as defined below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "***Parent Parcel***"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Ground Lease dated November 21, 2000 (as the same may have been amended, collectively, the "***Lease***"), pursuant to which Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "***Leased Premises***"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be November 20, 2050. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions, and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord will reasonably cooperate to execute any necessary tax forms needed to records this Memorandum.

4.

5. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.
6. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the dates set forth below.

LANDLORD

2 WITNESSES

The City of Laredo, Texas

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

2 WITNESSES

American Towers LLC,
a Delaware limited liability company

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

Exhibit A

PARENT PARCEL

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Webb County, Texas APN: 180911

Exhibit A (continued)

LEASED PREMISES ACCESS AND UTILITIES Exhibit A (continued)

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