Section 1

LEASE

CONTRACT #: 68585

SITE NAME: UMPHRESS_PARK

STATE: TEXAS

L-AUW

11/09/05

LAND LEASE AGREEMENT

This Agreement, made this 27th day of October, 2006 between Umphress Road United Methodist Church f/k/a Filipino American Centenary United Methodist Church, Dallas, Texas, a Texas non-profit corporation, Tax ID #75-1037479, with a mailing address of 7224 Umphress Road, Dallas, Texas 75217, hereinafter designated LESSOR, and Dallas MTA, L.P. d/b/a Verizon Wireless, with its principal office located at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located in Dallas County, Texas, and being described as a 30' by 40' parcel containing 1,200 square feet, and being situated within a 7.00 acre tract of land out of the Joshua Leonard Survey, Abstract No. 801, Dallas County, Texas, in Block 6237, City of Dallas, Dallas County, Texas, as further described in the Certificate of Merger and Deed Of Conveyance recorded in Volume 92086, Page 344, Deed Records of Dallas County, Texas, together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and the non-exclusive right for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty-five (25) foot wide access and utility easement (via an alley) extending from the nearest public right-of-way, Umphress Road, to the demised premises, said demised premises and rights-of-way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof.

In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey, when approved by LESSOR, such approval not to be unreasonably withheld, conditioned or delayed, shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM. This Agreement shall be effective as of the date of execution by both parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments will be due at an annual rental of Nine Thousand Six Hundred and No/100 Dollars ($9,600.00), to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR, or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The Commencement Date is defined as the first (1st) day of the month following the date this Agreement is executed by the parties or the first (1st) day of the month following the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last, but in no event shall the Commencement Date be later than January 1, 2007.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to Eleven Thousand Forty and No/100 Dollars ($11,040.00); the second (2nd) five (5) year extension term shall be increased to Twelve Thousand Six Hundred Ninety-Six and No/100 Dollars ($12,696.00); the third (3rd) five (5) year extension term shall be increased to Fourteen Thousand Six Hundred and 40/100 Dollars ($14,600.40); the fourth (4th) five (5) year extension term shall be increased to Sixteen Thousand Seven Hundred Ninety and 46/100 Dollars ($16,790.46).

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement 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 Agreement shall continue in force upon the same covenants, terms

and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to 115% of the annual rental payable with respect to the immediately preceding five (5) year term.

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental and all necessary appurtenances. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements shall be at LESSEE's expense and the installation of all improvements shall be at the discretion and option of the LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement. LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LESSOR will maintain the Property, excluding the Premises, in good condition, reasonable wear and tear excepted. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. In the event that any of such applications for such Governmental Approvals should be finally rejected or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Premises for its intended purposes or the LESSEE determines that the Premises is no longer technically compatible for its intended use, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall become null and void and all the Parties shall have no further obligations including the payment of money, to each other.

8. INDEMNIFICATION. Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises or the Property by the Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants or agents.

9. INSURANCE. The Parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain comprehensive general liability and property liability insurance with liability limits of not less than $1,000,000 for injury to or death of one or more persons in any one occurrence and $500,000 for damage or destruction to property in any one occurrence. LESSOR agrees that LESSEE may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy.

10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, and provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior notice is given the LESSOR.

11. INTERFERENCE. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference to the existing equipment of the LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, LESSEE shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction.

12. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s) (except footings, which shall be removed to a depth of two (2) feet below grade level), fixtures and all personal property and otherwise restore the Premises to its original condition, reasonable wear and tear and casualty excepted. LESSOR agrees and acknowledges that all of the equipment, fixtures and personal property of the LESSEE shall remain the personal property of the LESSEE and the LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE 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 the building, antenna structure, fixtures and all personal property are completed.

13. RIGHT OF FIRST REFUSAL. [INTENTIONALLY DELETED]

14. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of the LESSEE in and to such right-of-way.

15. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.

16. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LESSEE as set forth above.

17. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

18. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State in which the Property is located.

19. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto.

20. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the

courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Umphress United Methodist Church
7224 Umphress Road
Dallas, Texas 75217

LESSEE: Dallas MTA, L.P. d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

21. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

22. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the LESSOR immediately after this Agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

23. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

24. DEFAULT. In the event there is a default by the LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, the LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this Paragraph.

25. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of the LESSEE.

b. LESSOR shall hold LESSEE harmless and indemnify the LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for

payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by the LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by the LESSEE.

26. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Lease upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, all rental shall abate during the period of such fire or other casualty.

27. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Lease upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease.

28. SUBMISSION OF LEASE. The submission of this Lease for examination does not constitute an offer to lease the Premises and this Lease becomes effective only upon the full execution of this Lease by the Parties. If any provision herein is invalid, it shall be considered deleted from this Lease and shall not invalidate the remaining provisions of this Lease. Each of the Parties hereto warrants to the other that the person or persons executing this Lease on behalf of such Party has the full right, power and authority to enter into and execute this Lease on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

29. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable, laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

30. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

31. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: Umphress United Methodist Church f/k/a Filipino American Centenary United Methodist Church, Dallas, Texas

By: _____

Name: Levy E. Laguardia

Title: Senior Pastor

Date: 10-07-06

LESSEE: Dallas MTA, L.P. d/b/a Verizon Wireless, by Verizon Wireless Texas, LLC, its general partner

By: _____

Hans F. Leutenegger
Area Vice President - Network, South Area

Date: 10/27/06

Exhibit "A"

Lease Area:

BEING a tract of land situated in the JOSHUA LEONARD Survey, Abstract No. 801, City of Dallas, Dallas County, Texas, also being situated in City of Dallas Block No. 6237, and being out of and a portion of that certain tract of land conveyed to Filipino American Centenary United Methodist Church dated March 31, 1992, and recorded in Volume 92086, Page 344, Deed Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the northwest corner of said Filipino American Centenary United Methodist Church tract, same being the northeast corner of Lot 4, Alfred Tiner Subdivision, an addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof recorded in Volume 30, Page 97, Map Records, Dallas County, Texas, and being on the south right-of-way line of Umphress Road (60' right-of-way);

THENCE along the east line of said Filipino American Centenary United Methodist Church tract, same being along the west line of said Lot 4, Alfred Tiner Subdivision, South 00 degrees 51 minutes 28 seconds East, a distance of 336.30 feet to a Point;

THENCE along the south line of said Filipino American Centenary United Methodist Church tract, same being along the north line of Lot 1, Block F/6237 Buckner Heights No. 3, an addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof recorded in Volume 26, Page 231, Map Records, Dallas County, Texas, North 89 degrees 04 minutes 32 seconds East, passing at a distance of 284.60 feet the northwest corner of Lot 4, Block F/6237 Buckner Heights an addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof recorded in Volume 37, Page 75, Map Records, Dallas County, Texas, passing at a distance of 404.20 feet along the north line of said Lot 4, the northwest corner of Lot 16, Block D/6327 Buckner Heights Rev., an addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof recorded in Volume 33, Page 15, Map Records, Dallas County, Texas, passing at a distance of 532.73 feet along the north line of said Lot 16, the northwest corner of Lot 15, Block D/6327 Buckner Heights Rev., and continuing for a total distance of 552.68 feet to a Point;

THENCE through the interior of said Filipino American Centenary United Methodist Church tract, North 00 degrees 55 minutes 28 seconds West, a distance of 19.53 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the POINT OF BEGINNING hereof;

THENCE continuing through the interior of said Filipino American Centenary United Methodist Church tract the following four (4) courses:

1. South 88 degrees 53 minutes 20 seconds West, a distance of 40.00 feet to 5/8" iron rod set with cap marked "WEBB-4125";

2. North 01 degrees 06 minutes 40 seconds West, a distance of 30.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125";

3. North 88 degrees 53 minutes 20 seconds East, a distance of 40.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125";

4. South 01 degrees 06 minutes 40 seconds East, a distance of 30.00 feet to the POINT OF BEGINNING hereof, and containing 0.0275 acres or 1,200 square feet of land, more or less.

25' Access & Utility Easement:

BEING a tract of land situated in the JOSHUA LEONARD Survey, Abstract No. 801, City of Dallas, Dallas County, Texas, also being situated in City of Dallas Block No. 6237, and being out of and a portion of that certain tract of land conveyed to Filipino American Centenary United Methodist Church dated March 31, 1992, and recorded in Volume 92086, Page 344, Deed Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the northwest corner of said Filipino American Centenary United Methodist Church tract, same being the northeast corner of Lot 4, Alfred Tiner Subdivision an addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof recorded in Volume 30, Page 97, Map Records, Dallas County, Texas, and being on the south right-of-way line of Umphress Road (60' right-of-way);

THENCE along the east line of said Filipino American Centenary United Methodist Church tract, same being along the west line of said Lot 4, Alfred Tiner Subdivision, South 00 degrees 51 minutes 28 seconds East, a distance of 336.30 feet to a Point;

THENCE along the south line of said Filipino American Centenary United Methodist Church tract, same being along the north line of Lot 1, Block F/6237 Buckner Heights No. 3 an addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof recorded in Volume 26, Page 231, Map Records, Dallas County, Texas, North 89 degrees 04 minutes 32 seconds East, passing a distance of 284.60 feet the northwest corner of Lot 4, Block F/6237 Buckner Heights, an addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof recorded in Volume 37, Page 75, Map Records, Dallas County, Texas, passing at a distance of 404.20 feet along the north line of said Lot 4, the northwest corner of Lot 16, Block D/6327 Buckner Heights Rev., an addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof recorded in Volume 33, Page 15, Map Records, Dallas County, Texas, and continuing along the north line of said Lot 16, D/6327 Buckner Heights Rev. for a total distance of 527.68 feet to the POINT OF BEGINNING hereof;

THENCE through the interior of said Filipino American Centenary United Methodist Church tract the following three (3) courses:

1. North 00 degrees 55 minutes 28 seconds West, a distance of 19.45 feet to a Point, same being the south line of the lease area described hereon;

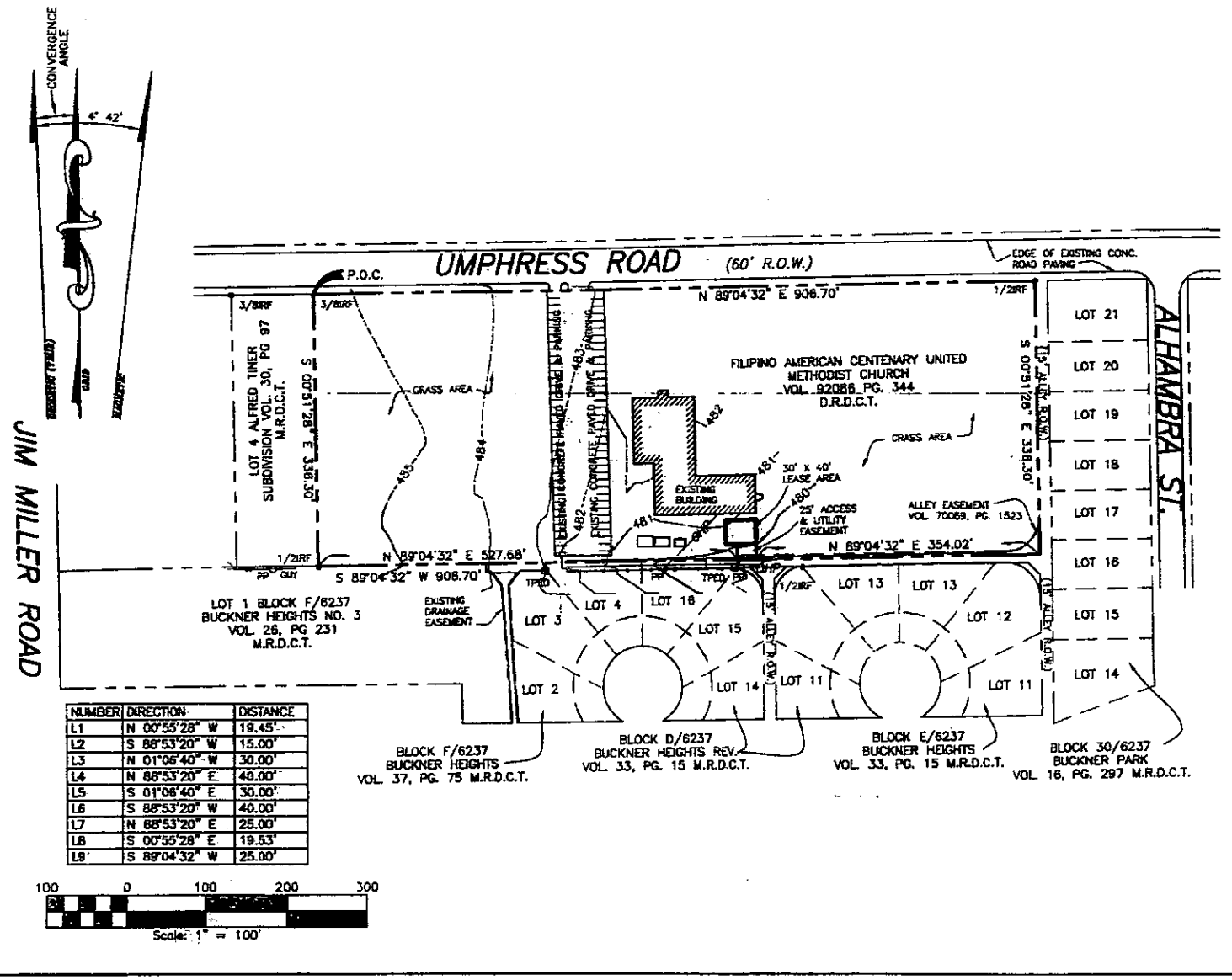
2. Along the south line of said lease area, North 88 degrees 53 minutes 20 seconds East, a distance of 25.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the southeast corner of said lease area;

3. South 00 degrees 55 minutes 28 seconds East, a distance of 19.53 feet to a Point, same being the south line of said Filipino American Centenary United Methodist Church tract, same being the north line of said Lot 16, Block D/6327 Buckner Heights Rev.;

THENCE along the south line of said Filipino American Centenary United Methodist Church tract, same being the north line of said Lot 16, Block D/6327 Buckner Heights Rev. and being the north line of an alley ten (10) feet in width, South 89 degrees 04 minutes 32 seconds West, a distance of 25.00 feet to the POINT OF BEGINNING hereof, and containing 0.0112 acres or 487 square feet of land, more or less.

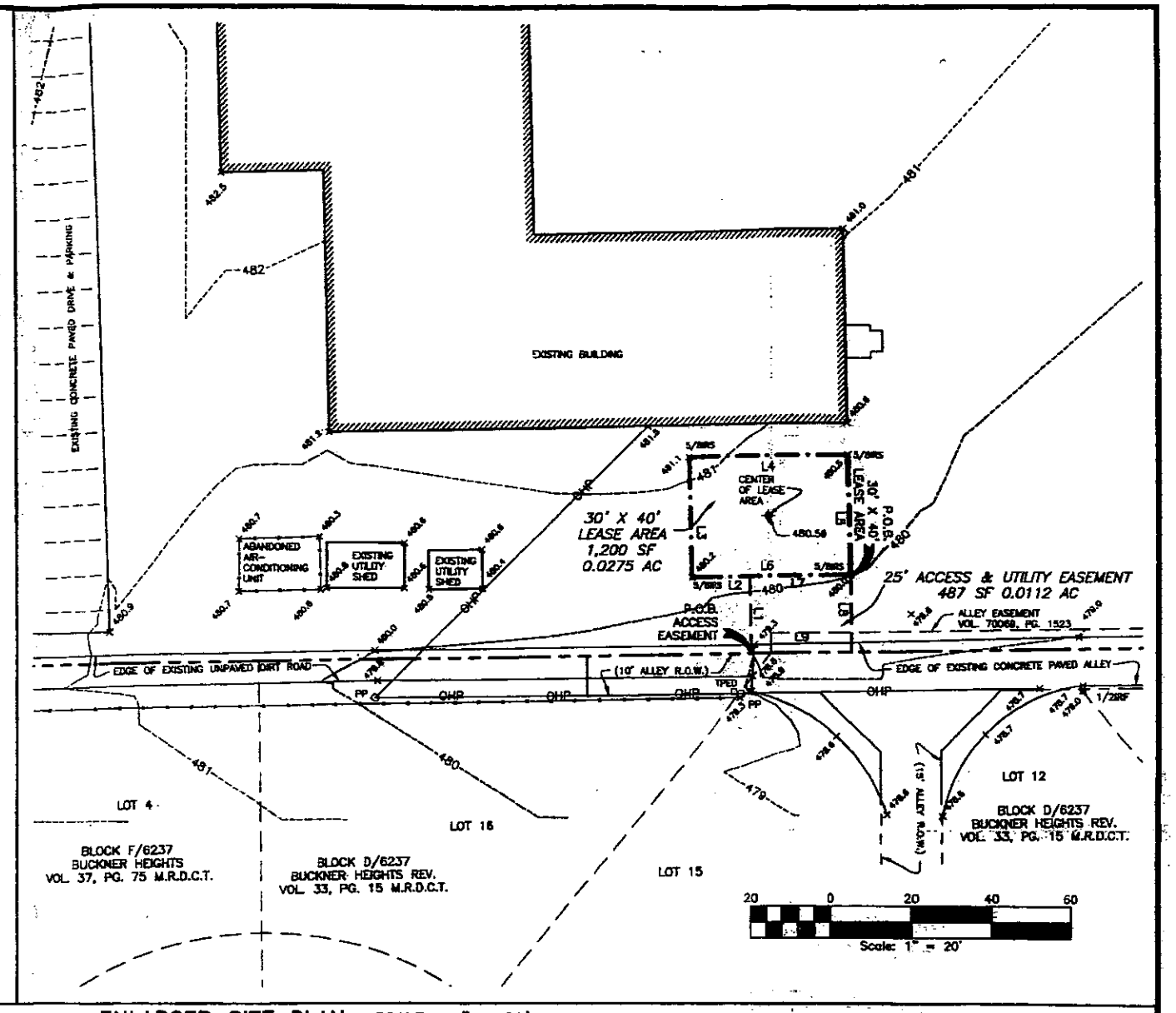
Exhibit "B"

Survey



NUMBER	DIRECTION	DISTANCE
L1	N 00°55'28" W	19.45'
L2	S 88°53'20" W	15.00'
L3	N 01°06'40" W	30.00'
L4	N 88°53'20" E	40.00'
L5	S 01°06'40" E	30.00'
L6	S 88°53'20" W	40.00'
L7	N 88°53'20" E	25.00'
L8	S 00°55'28" E	19.53'
L9	S 89°04'32" W	25.00'

SITE PLAN SCALE: 1" = 100'



ENLARGED SITE PLAN SCALE: 1" = 20'

LEASE AREA

BEING a tract of land situated in the JOSHUA LEONARD Survey, Abstract No. 801, City of Dallas, Dallas County, Texas, also being situated in City of Dallas Block No. 6237, and being out of and a portion of that certain tract of land conveyed to Filipino American Centenary United Methodist Church dated March 31, 1992, and recorded in Volume 92086, Page 344, Deed Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the northwest corner of said Filipino American Centenary United Methodist Church tract, same being the northeast corner of Lot 4, Alfred Tiner Subdivision, an addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof recorded in Volume 30, Page 97, Map Records, Dallas County, Texas, and being on the south right-of-way line of Umphress Road (60' right-of-way);

THENCE along the east line of said Filipino American Centenary United Methodist Church tract, same being along the west line of said Lot 4, Alfred Tiner Subdivision, South 00 degrees 51 minutes 28 seconds East, a distance of 336.30 feet to a Point;

THENCE along the south line of said Filipino American Centenary United Methodist Church tract, same being along the north line of Lot 1, Block F/6237 Buckner Heights No. 3, an addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof recorded in Volume 28, Page 231, Map Records, Dallas County, Texas, North 89 degrees 04 minutes 32 seconds East, passing at a distance of 284.60 feet the northwest corner of Lot 4, Block F/6237 Buckner Heights an addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof recorded in Volume 37, Page 75, Map Records, Dallas County, Texas, passing at a distance of 404.20 feet along the north line of said Lot 18, the northwest corner of Lot 15, Block D/6237 Buckner Heights Rev., and continuing for a total distance of 552.68 feet to a Point;

THENCE through the interior of said Filipino American Centenary United Methodist Church tract, North 00 degrees 55 minutes 28 seconds West, a distance of 19.53 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the POINT OF BEGINNING hereof;

THENCE continuing through the interior of said Filipino American Centenary United Methodist Church tract the following four (4) courses:

1. South 88 degrees 53 minutes 20 seconds West, a distance of 15.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125";

LEASE AREA (continued)

2. North 01 degrees 06 minutes 40 seconds West, a distance of 30.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125";
3. North 88 degrees 53 minutes 20 seconds East, a distance of 40.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125";
4. South 01 degrees 06 minutes 40 seconds East, a distance of 30.00 feet to the POINT OF BEGINNING hereof, and containing 0.0275 acres or 1,200 square feet of land, more or less.

25' ACCESS & UTILITY EASEMENT

BEING a tract of land situated in the JOSHUA LEONARD Survey, Abstract No. 801, City of Dallas, Dallas County, Texas, also being situated in City of Dallas Block No. 6237, and being out of and a portion of that certain tract of land conveyed to Filipino American Centenary United Methodist Church dated March 31, 1992, and recorded in Volume 92086, Page 344, Deed Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the northwest corner of said Filipino American Centenary United Methodist Church tract, same being the northeast corner of Lot 4, Alfred Tiner Subdivision an addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof recorded in Volume 30, Page 97, Map Records, Dallas County, Texas, and being on the south right-of-way line of Umphress Road (60' right-of-way);

THENCE along the east line of said Filipino American Centenary United Methodist Church tract, same being along the west line of said Lot 4, Alfred Tiner Subdivision, South 00 degrees 51 minutes 28 seconds East, a distance of 336.30 feet to a Point;

THENCE along the south line of said Filipino American Centenary United Methodist Church tract, same being along the north line of Lot 1, Block F/6237 Buckner Heights No. 3, an addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof recorded in Volume 28, Page 231, Map Records, Dallas County, Texas, North 89 degrees 04 minutes 32 seconds East, passing at a distance of 284.60 feet the northwest corner of Lot 4, Block F/6237 Buckner Heights, an addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof recorded in Volume 37, Page 75, Map Records, Dallas County, Texas, passing at a distance of 404.20 feet along the north line of said Lot 4, the northwest corner of Lot 18, Block D/6237 Buckner Heights Rev., an addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof recorded in Volume 33, Page 15, Map Records, Dallas County, Texas, continuing along the north line of said Lot 16, D/6237 Buckner Heights Rev. for a total distance of 527.68 feet to the POINT OF BEGINNING hereof;

25' ACCESS & UTILITY EASEMENT (continued)

THENCE through the interior of said Filipino American Centenary United Methodist Church tract the following three (3) courses:

1. North 00 degrees 55 minutes 28 seconds West, a distance of 19.45 feet to a Point, same being the south line of the lease area described hereon;
2. Along the south line of said lease area, North 88 degrees 53 minutes 20 seconds East, a distance of 25.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the southeast corner of said lease area;
3. South 00 degrees 55 minutes 28 seconds East, a distance of 19.53 feet to a Point, same being the south line of said Filipino American Centenary United Methodist Church tract, same being the north line of said Lot 16, Block D/6237 Buckner Heights Rev.;

THENCE along the south line of said Filipino American Centenary United Methodist Church tract, same being the north line of said Lot 16, Block D/6327 Buckner Heights Rev. and being the north line of an alley ten (10) feet in width, South 89 degrees 04 minutes 32 seconds West, a distance of 25.00 feet to the POINT OF BEGINNING hereof, and containing 0.0112 acres or 487 square feet of land, more or less.

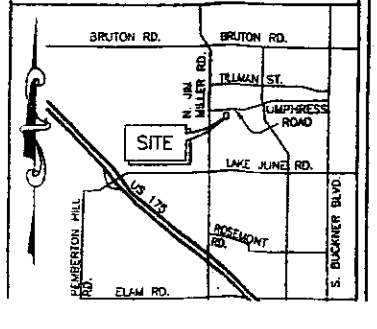
EASEMENT NOTES:

Easement dated March 18, 1970 and filed April 9, 1970 to the City of Dallas recorded in Volume 70069, Page 1523. Shown hereon.

LEGEND

- PP – POWER POLE
- TPED – TELEPHONE RISER
- WV– WATER VALVE
- FH – FIRE HYDRANT
- TOWER CENTROID
- LP – LIGHT POLE
- EM – ELECTRIC METER
- GM – GAS METER
- IRS – IRON ROD SET
- IRF – IRON ROD FOUND
- TBM BENCH MARK
- BUILDING LINES
- FENCE LINE
- OHP POWER LINE

VICINITY MAP



PROJECT INFORMATION

CENTER OF TOWER COORDINATES:

NAD27:
LAT 32° 44' 25.6906"
LONG 96° 41' 49.0833"
ELEV. 480.6 (AMSL NGVD29)

NAD83:
LAT 32° 44' 26.1590"
LONG 96° 41' 50.0735"
ELEV. 480.6 (AMSL NAVD88)

NOTES:

INGRESS/EGRESS IN COMMON WITH LESSOR.

LATITUDE AND LONGITUDE SHOWN HEREON ARE BASED ON NAD83 AND ELEVATIONS NAVD 1988.

MAGNETIC DECLINATION INFORMATION TAKEN FROM NOAA WEB SITE AND IS APPROXIMATE.

LATITUDE AND LONGITUDE FROM GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY, 1983 NORTH AMERICAN DATUM.

BASIS OF ELEVATION: GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY.

BASIS OF BEARINGS: GRID BEARINGS BASED ON GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY.

CONVERGENCE ANGLE: 00° 58' 59.6"

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS WITHIN ZONE "X", AREAS OUTSIDE OF A 100 YR. FLOOD PLAIN AS SHOWN BY FIRM MAP COMMUNITY-PANEL NUMBER 48113C0505J, DATED 08/23/2001. NO SURVEYING WAS DONE TO DETERMINE THIS FLOOD ZONE.

SURVEYOR'S CERTIFICATE

The undersigned hereby certifies unto: Lessee, ___ and Bracewell & Giuliani LLP ___, that (a) this survey drawing is based upon an on-the-ground survey made by the undersigned on March 4, 2005, and as to matters of record relies upon Abstractor's Certificate #14032-Pedigo, dated effective as of February 28, 2005, issued by Precise Land Records, covering the Lease Property (the "Lease Property") described on this drawing; (b) this survey accurately shows to the best of my knowledge upon review of the existing recorded instruments provided (1) the location of any buildings, structures and other improvements situated on or within the Lease Property, (2) the facts found by the undersigned at the time of said survey, (3) the courses and measured distances of the perimeter boundaries of the Lease Property, and (4) all setback lines, encroachments, easements and rights-of-way across, abutting or affecting the Lease Property, as shown on the Abstractor's Certificate or otherwise known to or observed by the undersigned, along with any recording information for such setback lines, encroachments, easements and rights-of-way; (c) the area of the Lease Property shown hereon is accurate to the nearest square foot, and there are no discrepancies, conflicts or shortages in area or boundary lines; (d) the legal description attached to this survey accurately states the courses and measured distances found in performing the on-the-ground survey; (e) except as shown on the survey drawing, to the best of my knowledge upon review of the existing recorded instruments provided, there are no (1) visible easements or rights-of-way across or abutting or affecting the Lease Property, (2) easements or rights-of-way across or abutting or affecting the Lease Property of which the undersigned has been advised, (3) visible encroachments from the Lease Property onto an adjacent property, or onto easements, streets, or alleys, by any of the Lease Property building structures or other improvements, or (4) visible encroachments on the Lease Property by building structures or other improvements situated on adjoining property; (f) no portion of the Lease Property has been designated as lying within a flood zone or flood prone area as designated on the most recent Flood Insurance Rate Map promulgated by the Federal Emergency Management Agency; and (g) this professional service conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey.

Kurtis R. Webb
R.P.L.S. #4125

KRW JOB NO. 200-114

Webb Surveying, PID.
3500 Maple Avenue, Suite 1250
Dallas, TX 75219
Phone: (972) 866-4123
Fax: (972) 866-4123
mail@webbsurveying.com

SURVEY

SITE NAME: UMPHRESS_PARK
SITE NUMBER: 162011B
7222 UMPHRESS ROAD
DALLAS, TX 75217

LESSEE

STATE OF TEXAS
KURTIS R. WEBB
4125
REGISTERED PROFESSIONAL LAND SURVEYOR

DRWN KRW
CK KRW

NO:	DATE:	DESCRIPTION:
1	03-04-05	DRAFT OF SURVEY
2	03-11-05	ISSUED
3	03-18-05	ISSUED FOR FINAL
4	03-28-05	REVISED PRELIMINARY
5	04/04/05	ISSUED FOR FINAL
6		
7		

SV-1

Section 1

LEASE

CONTRACT#: 68585

SITE NAME: Umphress_Park (1st Amend)

STATE: TX (NTX)

DATE: FEB 1 8 2008

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT NO. 1 TO LAND LEASE AGREEMENT AND AMENDED MEMORANDUM OF LEASE AGREEMENT

WHEREAS, pursuant to a Land Lease Agreement ("Agreement") dated October 27, 2006, Umphress Road United Methodist Church f/k/a Filipino American Centenary United Methodist Church, Dallas, Texas ("LESSOR") leased certain property to Dallas MTA, L.P. d/b/a Verizon Wireless ("LESSEE");

WHEREAS, the Agreement was memorialized in that certain Memorandum of Lease Agreement dated October 27, 2006, between LESSOR and LESSEE, filed or recorded as Instrument No. 200600434466, Real Property Records, Dallas County, Texas; and

WHEREAS, LESSOR and LESSEE now desire to amend the Agreement as herein set forth:

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Exhibits "A" and "B" to the Agreement are hereby replaced, in their entirety, with the Exhibits "A" and "B" attached hereto.

2. The parties agree that either LESSOR or LESSEE may record this document with the appropriate Recording Officer in Dallas County, Texas.

3. Except as hereby amended, all other provisions of said Agreement will remain in full force and effect as originally written and is hereby confirmed as to all provisions contained therein. In the event of any conflict between the terms of this Amendment No. 1 and the terms of the Agreement, this Amendment No. 1 shall control.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto intend that this Amendment No. 1 shall be effective as the date of full execution of this Amendment No. 1 (the "Effective Date").

LESSOR:

Umphress United Methodist Church
f/k/a Filipino American Centenary United Methodist Church, Dallas, Texas

By: _____
Name: Ruby N. Pearson
Title: Chairperson/Trustee
Date: 1-24-08

LESSEE:

Dallas MTA, L.P. d/b/a Verizon Wireless
By: Verizon Wireless Texas, LLC, its general partner

By: _____ for Hans F. Leutenegger
Hans F. Leutenegger
Area Vice President - Network, South Area
Date: 1/7/2008

Umphress_Park 162011B
Location No.: 159763

NOTARY ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 24 day of January, 2008 by Ruby T. Pearson of Umphress United Methodist Church f/k/a Filipino American Centenary United Methodist Church, Dallas, Texas, on behalf of said non-profit corporation. He is personally known to me or has produced a driver's license as identification.

DANA L. DANIELS
Notary Public
State of Texas
Comm. Expires 03-27-2011

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC — STATE OF TEXAS

My commission expires:

Dana L. Daniels
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Diane Tarquis for

The foregoing instrument was acknowledged before me this 7th day of January, 2008, by Hans F. Leutenegger, Area Vice President, Network, South Area of Verizon Wireless Texas, LLC, general partner of Dallas MTA, L.P. d/b/a Verizon Wireless, on behalf of said partnership. He is personally known to me.

(AFFIX NOTARIAL SEAL)

OFFICIAL SEAL
Notary Public, North Carolina
County of Gaston
SUSAN E. LONG
My Commission Expires Aug. 28,2011

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC — STATE OF NORTH CAROLINA

My commission expires:

August 28, 2011

Susan E. Long
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

Exhibit "A"

Legal Description for Umphress_Park, Site ID No. 1620118, Location 159763

Lease Area

BEING a tract of land situated in the JOSHUA LEONARD Survey, Abstract No. 801, City of Dallas, Dallas County, Texas, also being situated in City of Dallas Block No. 6237, and being out of and a portion of that certain tract of land conveyed to Filipino American Centenary United Methodist Church dated March 31, 1992, and recorded in Volume 92086, Page 344, Deed Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 3/8" iron rod found for the northwest corner of said Filipino American Centenary United Methodist Church tract, same being the northeast corner of Lot 4, Alfred Tiner Subdivision an addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof recorded in Volume 30, Page 97, Map Records, Dallas County, Texas, and being on the south right-of-way line of Umphress Road (60' right-of-way);

THENCE along the west line of said Filipino American Centenary United Methodist Church tract, same being along the east line of said Lot 4, Alfred Tiner Subdivision, South 00 degrees 51 minutes 28 seconds East, a distance of 336.30 feet to a Point;

THENCE along the south line of said Filipino American Centenary United Methodist Church tract, same being along the north line of Lot 1, Block F/6237 Buckner Heights No. 3, an addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof recorded in Volume 26, Page 231, Map Records, Dallas County, Texas, North 89 degrees 04 minutes 32 seconds East, passing at a distance of 284.60 feet the northwest corner of Lot 4, Block F/6237 Buckner Heights an addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof recorded in Volume 37, Page 75, Map Records, Dallas County, Texas, passing at a distance of 404.20 feet along the north line of said Lot 4, the northwest corner of Lot 16, Block D/6327 Buckner Heights Rev., an addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof recorded in Volume 33, Page 15, Map Records, Dallas County, Texas, and continuing for a total distance of 481.76 feet to a Point;

THENCE through the interior of said Filipino American Centenary United Methodist Church tract, North 00 degrees 55 minutes 28 seconds West, a distance of 123.08 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the POINT OF BEGINNING hereof;

THENCE continuing through the interior of said Filipino American Centenary United Methodist Church tract the following four (4) courses:

1. South 88 degrees 52 minutes 25 seconds West, a distance of 25.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125";

2. North 01 degrees 07 minutes 35 seconds West, a distance of 30.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125";

3. North 88 degrees 52 minutes 25 seconds East, a distance of 25.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125";

4. South 01 degrees 07 minutes 35 seconds East, a distance of 30.00 feet to the POINT OF BEGINNING hereof and containing 0.0172 acres or 750 square feet of land, more or less.

20' Ingress/Egress Easement

BEING a tract of land situated in the JOSHUA LEONARD Survey, Abstract No. 801, City of Dallas, Dallas County, Texas, also being situated in City of Dallas Block No. 6237, and being out of and a portion of that certain tract of land conveyed to Filipino American Centenary United Methodist Church dated March 31, 1992, and recorded in Volume 92086, Page 344, Deed Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 3/8" iron rod found for the northwest corner of said Filipino American Centenary United Methodist Church tract, same being the northeast corner of Lot 4, Alfred Tiner Subdivision an addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof recorded in Volume 30, Page 97, Map Records, Dallas County, Texas, and being on the south right-of-way line of Umphress Road (60' right-of-way);

THENCE along the south right-of-way line of Umphress Road, North 89 degrees 04 minutes 32 seconds East, a distance of 321.45 feet to the POINT OF BEGINNING hereof;

THENCE continuing along the south right-of-way line of Umphress Road, North 89 degrees 04 minutes 32 seconds East, a distance of 20.00 feet to a Point;

THENCE through the interior of said Filipino American Centenary United Methodist Church tract the following eight (8) courses:

1. South 01 degrees 37 minutes 23 seconds East, a distance of 100.73 feet to a Point;

2. North 88 degrees 22 minutes 37 seconds East, a distance of 121.54 feet to a Point;

3. South 45 degrees 57 minutes 58 seconds East, a distance of 23.76 feet to a Point;

4. South 01 degrees 07 minutes 35 seconds East, a distance of 67.19 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the northeast corner of the lease area described hereon;

5. Along the north line of said lease area, South 88 degrees 52 minutes 25 seconds West, a distance of 25.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the northwest corner thereof;

6. North 01 degrees 07 minutes 35 seconds West, a distance of 63.97 feet to a Point;

7. South 88 degrees 22 minutes 37 seconds West, a distance of 133.12 feet to a Point;

8. North 01 degrees 37 minutes 23 seconds West, a distance of 120.97 feet to the POINT OF BEGINNING hereof and containing 0.1524 acres or 6,641 square feet of land, more or less.

10' Utility Easement

BEING a tract of land situated in the JOSHUA LEONARD Survey, Abstract No. 801, City of Dallas, Dallas County, Texas, also being situated in City of Dallas Block No. 6237, and being out of and a portion of that certain tract of land conveyed to Filipino American Centenary United Methodist Church dated March 31, 1992, and recorded in Volume 92086, Page 344, Deed Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 3/8" iron rod found for the northwest corner of said Filipino American Centenary United Methodist Church tract, same being the northeast corner of Lot 4, Alfred Tiner Subdivision an addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof recorded in Volume 30, Page 97, Map Records, Dallas County, Texas, and being on the south right-of-way line of Umphress Road (60' right-of-way);

THENCE along the east line of said Filipino American Centenary United Methodist Church tract, same being along the west line of said Lot 4, Alfred Tiner Subdivision, South 00 degrees 51 minutes 28 seconds East, a distance of 336.30 feet to a Point;

THENCE along the south line of said Filipino American Centenary United Methodist Church tract, same being along the north line of Lot 1, Block F/6237 Buckner Heights No. 3, an addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof recorded in Volume 26, Page 231, Map Records, Dallas County, Texas, North 89 degrees 04 minutes 32 seconds East, passing at a distance of 284.60 feet the northwest corner of Lot 4, Block F/6237 Buckner Heights an addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof recorded in Volume 37, Page 75, Map Records, Dallas County, Texas, passing at a distance of 404.20 feet along the north line of said Lot 4, the northwest corner of Lot 16, Block D/6327 Buckner Heights Rev., an addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof recorded in Volume 33, Page 15, Map Records, Dallas County, Texas, and continuing for a total distance of 481.76 feet to a Point;

THENCE through the interior of said Filipino American Centenary United Methodist Church tract, North 00 degrees 55 minutes 28 seconds West, a distance of 123.08 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the southeast corner of the lease area described hereon and the POINT OF BEGINNING hereof;

THENCE continuing through the interior of said Filipino American Centenary United Methodist Church tract the following two (2) courses:

1. North 88 degrees 52 minutes 25 seconds East, a distance of 96.10 feet to a Point;

2. South 00 degrees 57 minutes 58 seconds East, a distance of 123.42 feet to a Point, same being on the south line of said Filipino American Centenary United Methodist Church tract, also being the north line of a 10' alley;

THENCE along the south line of said Filipino American Centenary United Methodist Church tract, also being the north line of a 10' alley, South 89 degrees 04 minutes 32 seconds West, a distance of 10.00 feet to a Point;

THENCE through the interior of said Filipino American Centenary United Methodist Church tract the following four (4) courses:

1. North 00 degrees 57 minutes 58 seconds West, a distance of 113.39 feet to a Point;

2. South 88 degrees 52 minutes 25 seconds West, a distance of 111.07 feet to a Point;

3. North 01 degrees 07 minutes 35 seconds West, a distance of 10.00 feet to a 5/8" iron rod set with cap marked "WEBB-4125" for the southwest corner of the lease area described hereon;

4. Along the south line of said lease area, North 88 degrees 52 minutes 25 seconds East, a distance of 25.00 feet to the POINT OF BEGINNING hereof and containing 0.0538 acres or 2345 square feet of land, more or less.

Exhibit "B"

See attached Survey

SV-1

NO:	DATE:	DESCRIPTION:
1	03-04-05	ISSUED FOR PERMIT
2	03-11-05	REVISED PRELIMINARY
3	03-21-05	ISSUED FOR FINAL
4	03-30-05	REVISED PER COMMENTS
5	04-04-05	ISSUED FOR PERMIT
6	04-04-05	REVISED LEASE LOCATION
7		

DRWN KRR
CK KRR

SURVEYOR'S CERTIFICATE

The undersigned hereby certifies unto _____ and Groesbeck & Patterson, L.L.P., that (a) this survey drawing is based upon an on-the-ground survey performed by me or under my supervision on March 9, 2005, and (b) to the best of my knowledge and belief, all improvements and utility lines are as shown hereon, and (c) there are no encroachments or boundary conflicts except as shown hereon, and (d) this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey.

Kurtis R. Wood
R.P.L.S. #4125

PROJECT INFORMATION

CENTER OF LEASE AREA COORDINATES:

NAD27:
LAT: 32° 46' 26.7162"
LONG: 96° 47' 08.8347"
ELEV: 481.6 (AVSL NAVD88)

NAD83:
LAT: 32° 46' 27.1067"
LONG: 96° 47' 08.8146"
ELEV: 481.7 (AVSL NAVD88)

NOTES:

THE GRAPHIC PLOTTING ONLY. THIS PROPERTY IS WITHIN ZONE "X", AREAS OUTSIDE OF A 100 YR. FLOOD PLAN AS SHOWN BY FIRM MAP COMMUNITY-PANEL NUMBER 48113C0305K, DATED 08/23/2001. NO SURVEYING WAS DONE TO DETERMINE THIS FLOOD ZONE.

CONVERGENCE ANGLE: 00° 38' 36.6"

BASIS OF BEARINGS: GRID BEARINGS BASED ON GPS OBSERVATIONS PERFORMED CONCURRENT WITH SURVEY.

BASIS OF ELEVATION: GPS OBSERVATIONS PERFORMED CONCURRENT WITH SURVEY, 1983 NORTH AMERICAN DATUM.

LATITUDE AND LONGITUDE FROM GPS OBSERVATIONS PERFORMED CONCURRENT WITH SURVEY, 1983 NORTH AMERICAN DATUM.

MAGNETIC DECLINATION INFORMATION TAKEN FROM NOAA WEB SITE AND IS APPROXIMATE.

LATITUDE AND LONGITUDE SHOWN HEREON ARE BASED ON NAD83 AND ELEVATIONS NAVD 1988.

ADDRESS/ADDRESS IN COMMON WITH LESSOR.

LEGAL DESCRIPTION: Being all that certain lot, tract or parcel of land situated in the City of Dallas, Dallas County, Texas, and being all of Lots 1 and 2 in Block F/6237 of Buckner Heights No. 3, an addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in Volume 26, Page 231, Map Records, Dallas County, Texas, and being all of that certain tract of land described in deed to Filipino American Centenary United Methodist Church, recorded in Volume 93064, Page 3414, Deed Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found for corner at the intersection of the East line of Alhambra Street (a 50' right-of-way) with the South line of Umphress Road (a 60' right-of-way);

THENCE North 89 degrees 04 minutes 32 seconds East, along said South line of Umphress Road, a distance of 906.70 feet to a 1/2" iron rod found for corner at the intersection of said South line of Umphress Road with the West line of Jim Miller Road (a 100' right-of-way);

THENCE South 00 degrees 51 minutes 28 seconds East, along said West line of Jim Miller Road, a distance of 336.30 feet to a 1/2" iron rod found for corner at the intersection of said West line of Jim Miller Road with the North line of Lot 1 of Block 1 of Alfred Tinea Subdivision, an addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in Volume 30, Page 97, Map Records, Dallas County, Texas;

THENCE South 89 degrees 04 minutes 32 seconds West, along said North line of Lot 1 of Block 1 of Alfred Tinea Subdivision, a distance of 521.49 feet to a 1/2" iron rod found for corner at the intersection of said North line of Lot 1 of Block 1 of Alfred Tinea Subdivision with the East line of Alhambra Street (a 50' right-of-way);

THENCE North 00 degrees 51 minutes 28 seconds West, along said East line of Alhambra Street, a distance of 336.30 feet to a 1/2" iron rod found for corner at the intersection of said East line of Alhambra Street with the South line of Umphress Road (a 60' right-of-way);

THENCE North 89 degrees 04 minutes 32 seconds East, along said South line of Umphress Road, a distance of 385.00 feet to a 1/2" iron rod found for corner at the intersection of said South line of Umphress Road with the West line of a 10' alley;

THENCE South 00 degrees 51 minutes 28 seconds East, along said West line of said 10' alley, a distance of 150.00 feet to a 1/2" iron rod found for corner at the intersection of said West line of said 10' alley with the North line of Lot 3 of said Block F/6237;

THENCE South 89 degrees 04 minutes 32 seconds West, along said North line of Lot 3, a distance of 10.00 feet to a 1/2" iron rod found for corner at the Northwest corner of said Lot 3;

THENCE South 00 degrees 51 minutes 28 seconds East, along the West line of said Lot 3, a distance of 186.30 feet to a 1/2" iron rod found for corner at the intersection of said West line of Lot 3 with the North line of Lot 4 of said Block F/6237;

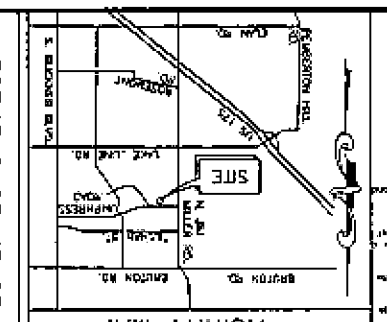
THENCE South 89 degrees 04 minutes 32 seconds West, along said North line of Lot 4, a distance of 385.00 feet to a 1/2" iron rod found for corner at the intersection of said North line of Lot 4 with the East line of said Alhambra Street;

THENCE North 00 degrees 51 minutes 28 seconds West, along said East line of Alhambra Street, a distance of 150.00 feet to the POINT OF BEGINNING and containing 61,172 acres or 2,665,000 square feet of land, more or less.

SURVEYOR'S NOTES:

1. Bearings are based on the Texas Coordinate System, North Central Zone (4202), North American Datum of 1983 (1993).
2. Elevations are based on the North American Vertical Datum of 1988 (NAVD88) as derived from GPS observations.
3. Distances are surface measurements.
4. Coordinates are grid values.
5. Combined scale factor is 0.99987.
6. Lease area contains 2,665 square feet or 0.061 acres of land, more or less.
7. Lease area is subject to all matters of record.
8. Lease area is subject to all visible and apparent easements and rights-of-way.
9. Lease area is subject to all matters that a current survey would disclose.
10. Lease area is subject to all matters that a physical inspection of the property would reveal.
11. Lease area is subject to all matters that an accurate survey would disclose.
12. Lease area is subject to all matters that a visual inspection of the property would reveal.
13. Lease area is subject to all matters that a visual inspection of the property would reveal.
14. Lease area is subject to all matters that a visual inspection of the property would reveal.
15. Lease area is subject to all matters that a visual inspection of the property would reveal.
16. Lease area is subject to all matters that a visual inspection of the property would reveal.
17. Lease area is subject to all matters that a visual inspection of the property would reveal.
18. Lease area is subject to all matters that a visual inspection of the property would reveal.
19. Lease area is subject to all matters that a visual inspection of the property would reveal.
20. Lease area is subject to all matters that a visual inspection of the property would reveal.
21. Lease area is subject to all matters that a visual inspection of the property would reveal.
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VICINITY MAP



LEGEND

-◇-	PP – POWER POLE
□	TMCO – TELEPHONE RISER
⋆	WM– WATER VALVE
-◇-	FH – FIRE HYDRANT
✦	TREE# CETRIOD
⊠	UP – LIGHT POLE
⊞	EM – ELECTRIC METER
⊠	CH – CAS METER
•	IRF – IRON ROD SET
•	IRS – IRON ROD FOUND
TBM	BENCH MARK
	PUBLIC LINES
	REMOVE LINE
	NEW LINE

SITE PLAN SCALE: 1" = 100'

Scale: 1" = 100'

NOTE: IF DRAWING IS 11"X17" REFER TO GRAPHIC SCALE

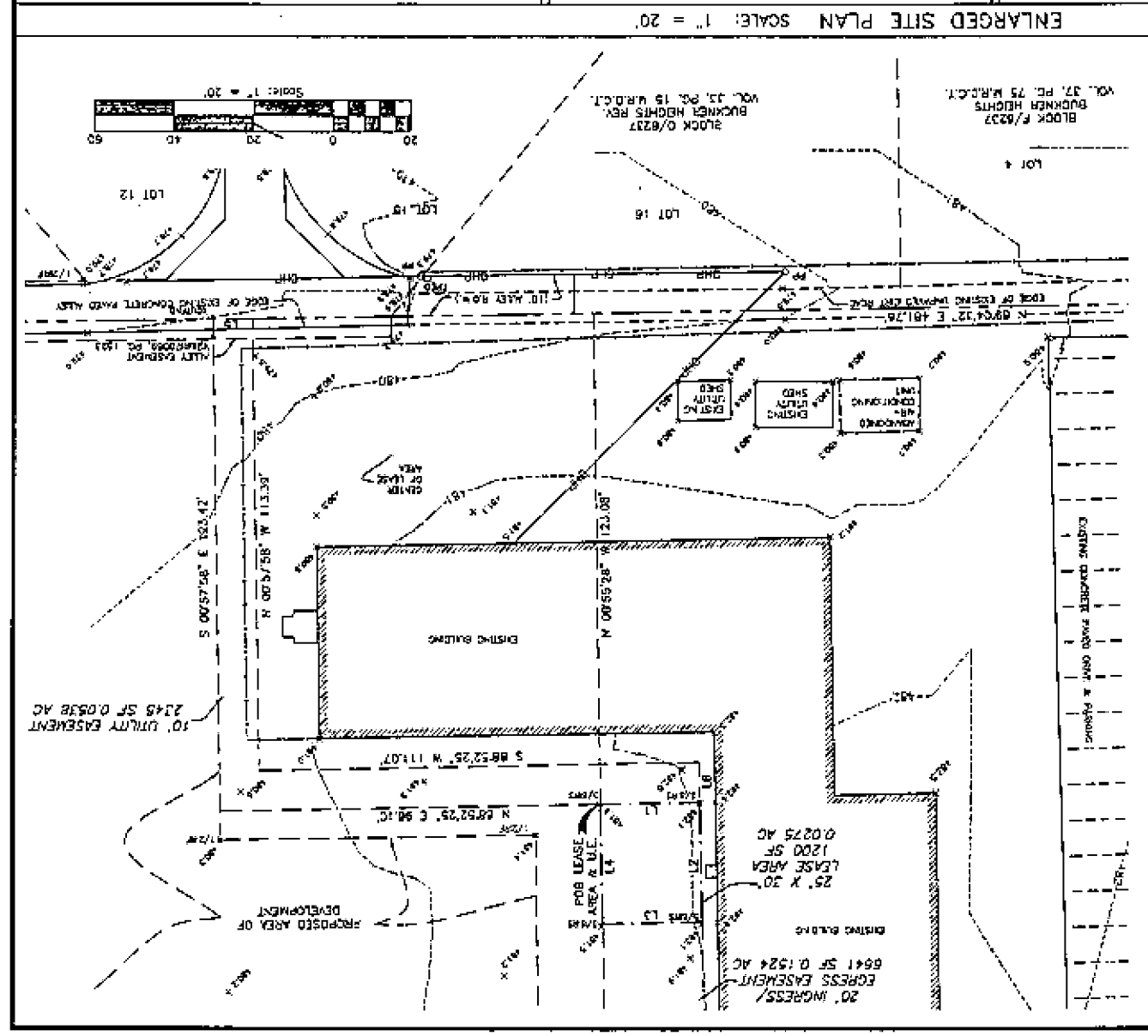
EASEMENT NOTES:

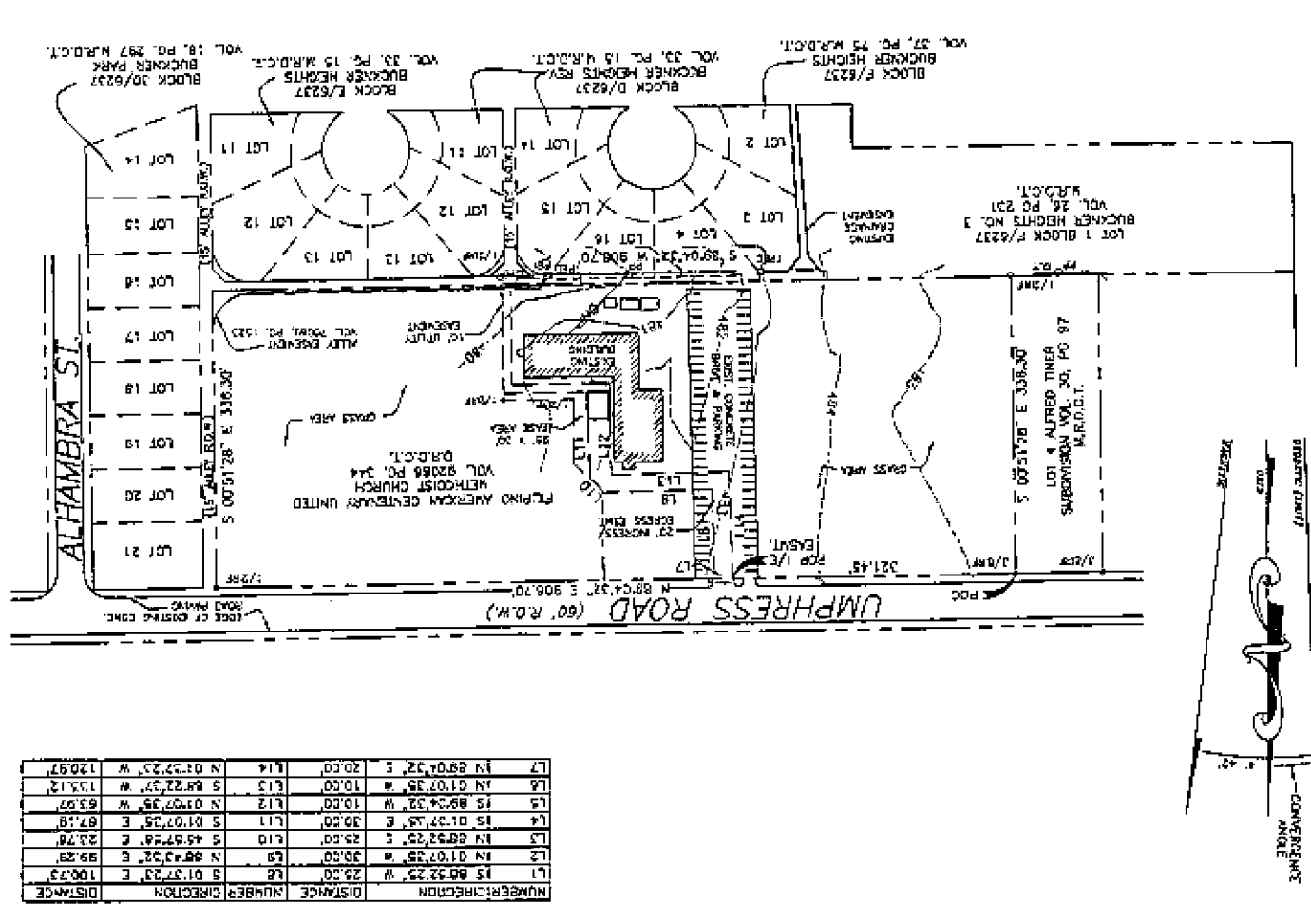
Easements shown on the 1920 and 1941 plats are not plotted hereon or plotted in the city of Dallas recorded in Volume 70065, Page 1521, Street Maps

10' UTILITY EASEMENT (DEDICATED)

10' BUILDING/GARAGE SETBACK (DEDICATED)

ENLARGED SITE PLAN SCALE: 1" = 20'





NUMBER	DIRECTION	DISTANCE	NUMBER	DIRECTION	DISTANCE
L1	N 89°55'28" W	25.00'	L9	S 01°37'32" E	100.73'
L2	N 01°10'39" W	30.00'	L10	N 89°43'32" E	99.99'
L3	N 89°55'28" E	23.00'	L11	S 43°07'49" E	23.70'
L4	S 01°37'32" E	30.00'	L12	S 01°37'32" E	67.19'
L5	S 89°34'32" W	10.00'	L13	S 89°22'32" W	63.97'
L6	N 01°10'39" W	10.00'	L14	N 01°37'32" W	120.97'
L7	N 89°04'32" E	20.00'			

SURVEY

SITE NAME: UMPHRESS_PARK
SITE NUMBER: 162011B
7222 UMPHRESS ROAD
DALLAS, TX 75217

LESSEE

Lloyd Saunders
1400 Preston Road
Suite 475
Plano, TX 75093
Phone: (972) 941-1111
Fax: (972) 931-1033

SECOND AMENDMENT TO LAND LEASE AGREEMENT

THIS SECOND AMENDMENT TO LAND LEASE AGREEMENT (this "**Second Amendment**") is entered into effective as of _____, 2020 (the "**Effective Date**") by and between **Umphress Road United Methodist Church f/k/a Filipino American Centenary United Methodist Church** ("**Lessor**"), and **Cellco Partnership d/b/a Verizon Wireless** with its offices located at One Verizon Way, Mailstop 4AW100, Basking Ridge, New Jersey 07920 ("**Lessee**") (Lessor and Lessee may hereinafter be referred to individually as the "**Party**" and collectively as the "**Parties**").

RECITALS

A. Lessor and Lessee, or their respective predecessors-in-interest, entered into the Land Lease Agreement dated October 27, 2006, as amended by the January 24, 2008 Amendment No. 1 to Land Lease Agreement and Amended Memorandum of Lease Agreement (collectively, the "**Lease**") whereby Lessee leases a portion of Lessor's Property located at 7222 Umphress Road, Dallas, Dallas County, Texas (the "**Site**").

B. The Parties now desire to allow Lessee to modify its Premises at the Site to add a new utility easement for the installation of fiber.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessee and Lessor hereby amend the Lease as follows:

1. Defined Terms. All capitalized terms not otherwise defined herein shall have the same meaning given those terms in the Lease.

2. Premises. The Parties agree and acknowledge that **Exhibit A-1**, attached hereto and incorporated herein by reference, modifies and supplements Exhibit A of the Lease. All references to Exhibit A in the Lease shall hereafter include Exhibit A-1.

3. Survey. The Parties agree and acknowledge that **Exhibit B-1**, attached hereto and incorporated herein by reference, modifies and supplements Exhibit B of the Lease. All references to Exhibit B in the Lease shall hereafter include Exhibit B-1.

4. Easement Payment. Lessee shall pay to the Lessor a one-time, lump-sum payment of $2,500.00 ("**Easement Payment**"). The Parties acknowledge that Lessee may not remit the Easement Payment for up to ninety (90) days after full execution of this Amendment.

5. Lessee's Notice Address. The Parties agree that as of the Effective Date of this Second Amendment, all future notices shall be sent to Lessee at the following address:

Cellco Partnership d/b/a Verizon Wireless
Attn: Network Real Estate
180 Washington Valley Road
Bedminster, NJ 07921

6. Effect of Amendment. The provisions of this Second Amendment shall control over all inconsistent provisions of the Lease. Lessee has no further rights to any refurbishment or modification of the equipment at the Site other those specifically set forth herein.

7. Ratification of Lease. Except as amended hereby, the terms and provisions of the Lease shall remain unchanged and shall remain in full force and effect. The Lease as modified by this Second Amendment is hereby ratified and confirmed in all respects.

8. Brokers/Third Parties. Each Party represents to the other that any dealings with any broker, agent, or finder in connection with this Second Amendment shall be paid pursuant to the terms of a separate agreement and are payable by the Party that engaged the broker, agent, or finder.

9. Entire Agreement. This Second Amendment and the Lease contain all of the agreements of the Parties with respect to the subject matter thereof, and no prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose. The terms and conditions of the Lease and this Second Amendment may not be amended or otherwise affected except by an instrument in writing executed by both of the Parties.

10. Paragraph Headings. The paragraph headings in this Second Amendment are for convenience only and do not, in any way, enlarge, limit, or alter the meaning of the provisions hereof.

11. Authority. Each Party represents to the other that: (a) the execution and delivery of, and performance under, this Second Amendment are within that Party's power and authority without the joinder or consent of any third party, and have been duly authorized by all requisite action, and are not in contravention of law or the powers of that Party's corporate documents; and (b) the person signing this Second Amendment on behalf of that Party was, and continues to be, authorized to do so without the joinder of any other person.

12. Gender and Number. Within this Second Amendment, words of any gender shall be construed to include the other gender, and words in the singular number include the plural, and words in the plural number include the singular, as the context may require.

13. Severability. A determination that any provision of this Second Amendment is unenforceable or invalid shall not affect the enforceability or validity of any other provision hereof. Any determination that the application of any provision of this Second Amendment to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of that provision as it may apply to any other persons or circumstances.

LESSOR:

Umphress United Methodist Church
f/k/a Filipino American Centenary
United Methodist Church

By: Noah M Liwag

Printed Name: NOAH M. LIWAG

Title: Chairperson Board of Trustees

Date: 6/29/20

LESSEE:

Cellco Partnership d/b/a Verizon Wireless

By: _____

Lucas Conder
Senior Manager – Real Estate/Regulatory

Date: _____

Exhibit A-1

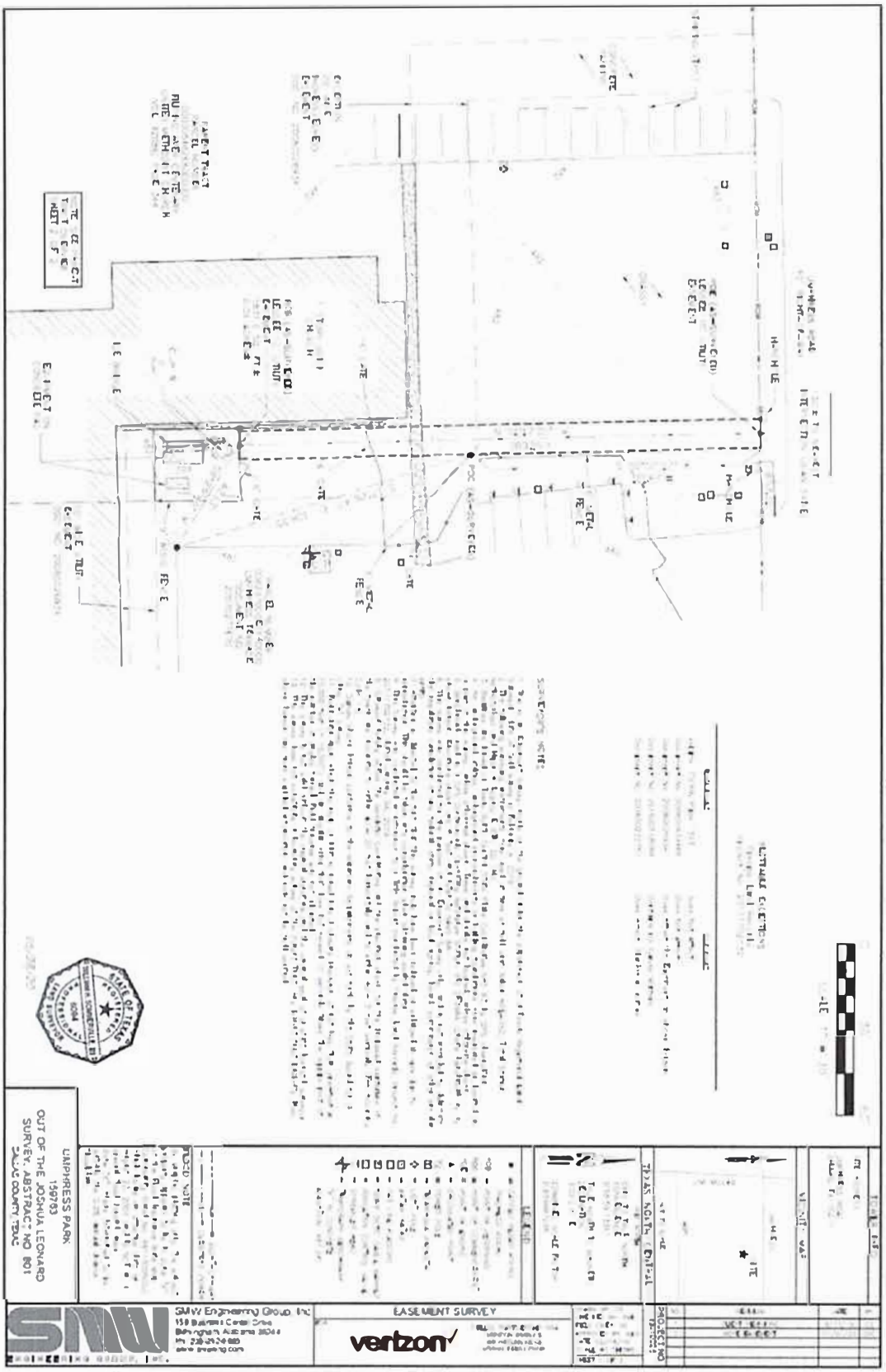
10 ft. wide utility easement:

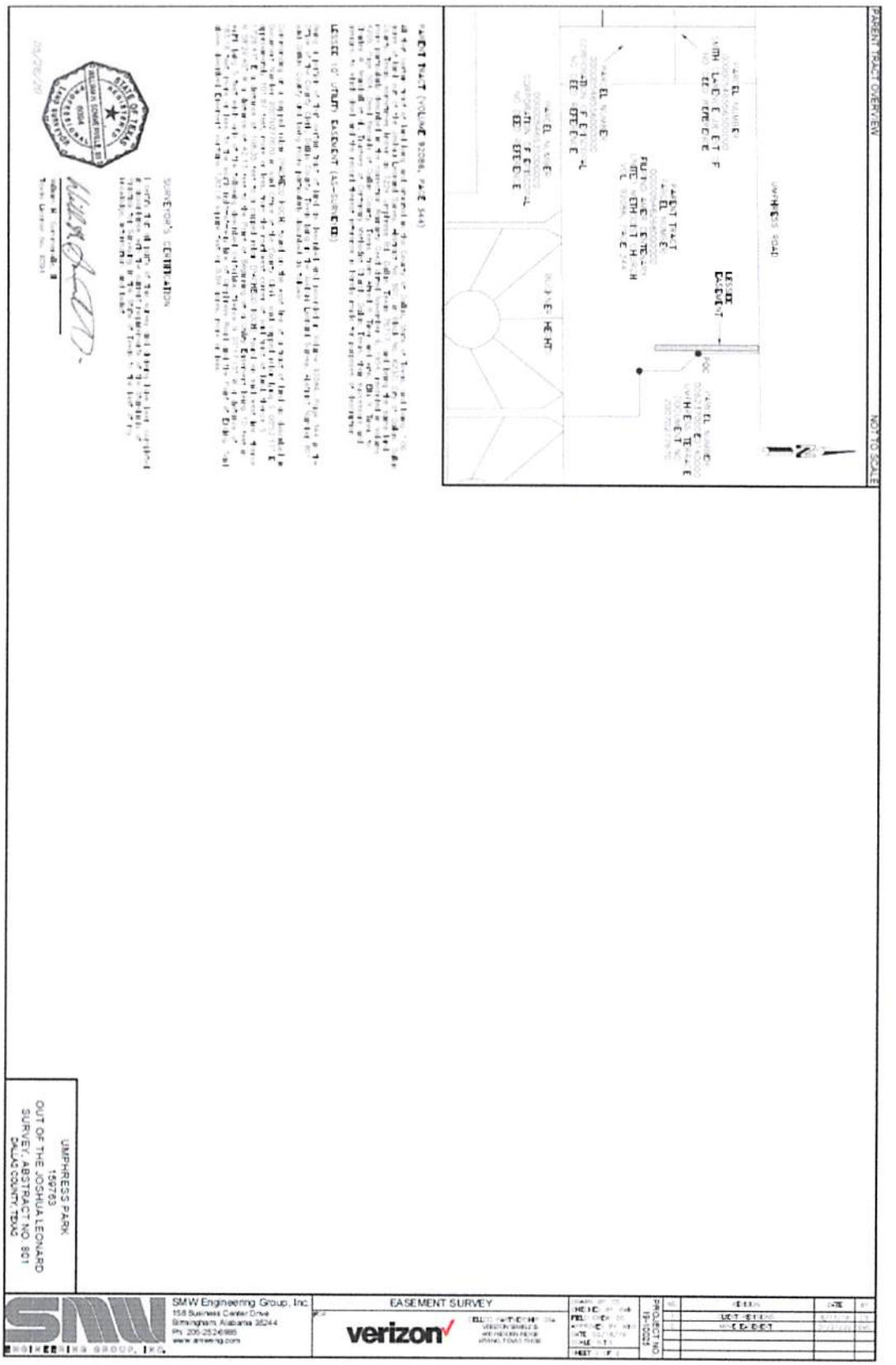
Being a portion of that certain tract of land as described and recorded in Volume 92086, Page 344 in the Office of the County Clerk, Dallas County, Texas lying in the Joshua Leonard Survey, Abstract Number 801 said Dallas County and being more particularly described as follows:

Commencing at a capped rebar (PACHECO KOCH) found on the west line of a tract of land as described in Document Number 20070277670 in said Office of the County Clerk, said capped rebar lying S 00°52'17" E approximately 101.87 feet, more or less, from the northwest corner of said tract of land; thence S 17°26'47" E a distance of 108.35 feet to a capped rebar (PACHECO KOCH) found on said west line; thence N 58°29'40" W a distance of 42.13 feet to the Point of Beginning of a Utility Easement being 10 feet in width lying 5 feet each side of the following described centerline; thence N 01°17'15" W a distance of 183.16 feet, more or less, to the south right-of-way line of Umphress Road and the Point of Ending. Said above described Easement contains 1,831.6 square feet or 0.04 acres, more or less.

Exhibit B-1

[See attached 2-page survey]


UMPHRESS PARK
196793
OUT OF THE JOSHUA LEONARD
SURVEY, ABSTRACT NO 801
DALLAS COUNTY, TEXAS
SMW Engineering Group, Inc.
EASEMENT SURVEY
verizon


UMPHRESS PARK
150783
OUT OF THE JOSHUA LEONARD
SURVEY, ABSTRACT NO. 801
DALLAS COUNTY, TEXAS
SMW Engineering Group, Inc.
158 Business Center Drive
Birmingham, Alabama 35244
EASEMENT SURVEY
verizon