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## Hale County Texas\* Land for Sale\*

### 811 Acres+/-\* 2 Water Wells\* Grass\* FM 2883\* SE of Plainview TX\*

**Legal Description:** AB 346, Block D-7, Section 33, All Except 1.76 Acres out of the NW/Corner, containing 242 acres, more or less, and AB 1762, Block D-7, Section 34, All 244 acres, more or less, and AB 1807, Block N, Section 29, 325 Acres, more or less, for a total of 811 acres of land, more or less, all situated in Hale County Texas.

**Location:** Approximately 11.5 miles east of Hale Center Texas. FM 2883 is the north boundary, County Road AA is the west boundary, County Road 180 is the south boundary, and County Road BB is the east boundary (on south side). The land is easily accessible from Plainview Texas using FM 400 or FM 789 south to FM 2883, then east on FM 2883. See attached survey and maps of property to locate the boundaries.

**Description:** This contiguous 811 acres of grass land is located in East/Central Hale County Texas. Access is excellent with FM 2883 on the north, and County Roads on the east, south, and west. Native grass, expired CRP grass, and playa lake bottoms make this an idea grazing property. There are 2 working water wells. The north well is the best well and has a pump and water tank. The middle well has electricity and water available but will need a small pump installed. There are a few other older wells that could have available water. The soil map indicates approximately 85% Pullman clay loam with 0-1% slopes, 12.8% Randall clay, and Lofton and Olton loam soils make up the remainder. See attached soil map. An easy way to find this land is to locate the 4 large towers near the north side. A tower site lease agreement is current, and the annual lease payment is \$2,060.00. A copy of the Tower Site Lease Agreement is available. The Lessee (High Plains Radio Network, LLC) does have a 30 day right of first refusal that is outlined in the agreement. A nice 5 wire barbed wire fence runs along the north boundary. The other boundaries have a nice 2 wire (electric) barbed wire fence with metal tee posts, and metal corners/gates, and a cross fence. This is a nice grazing property that could also be a combination dryland wheat or cotton combination farm. Prairie dogs are present near the central/western portion of the property. View maps and other information on our website or Lands of Texas website.

**Price:** \$912,375.00

**Note:** Seller reserves all mineral interests currently owned.  
All Tower Lease Payments and Wind Rights convey to the Buyer.

**F.M. Highway 2883**

KKYN Radio Towers

- Control Monument
- ☑ of Record Dignity
- Control Monument
- ⊙ Not of Record Dignity



Scale: 1" = 800'

Invoice# 3293  
 Bubs 8100  
 Gene  
 True Bearings by GPS

Courtney Trust  
 Abstract 346  
**Survey 33,  
 Block D-7**  
 Plat = 725 Varas = 2013.89'  
 2008.66'

Abstract 1099

**V.S. Pitt  
 Homestead  
 Survey**

Adjoinder: DMC  
 Farms LLC  
 Doc. 2010-000458

**North Part Survey 29, Block N**  
 Abstract 1807 N.0°27'33"W.  
 1900 Varas  
 5277.78'

**Sur. 27,  
 Block N**  
 Abstract 119

Found 1/2" Rod for the  
 NW Cor. Sur. 26

**Sur. 26,  
 Block N**  
 Abstract 1249

Deed =  
 239 Varas  
 663.89'

S.89°38'54"W  
 Total = 1983.33'  
 Staked Line

Courtney Trust  
 Abstract 1762  
**Survey 34,  
 Block D-7**

Courtney Trust  
 Abstract 1807  
**South Part  
 Survey 29,  
 Block N**

**Sur. 25,  
 Block N**  
 Abstract 120

Found 5/8" Rod  
 CR 165  
 5281.27'  
 S.89°49'17"E.

**Survey 16,  
 Block D-7**  
 Abstract 2109

NW Cor. Sur. 35 by deed  
 distance projected from the  
 South from the NW corner  
 of the Houchin 433 acre  
 tract South of CR 175

Center of Road

N.0°42'26"E.  
 5202.8'

Edge Road

Center Road 28' W. of Rod  
 47'  
 Elec. Fence  
 50'

N.0°39'04"E. Fence 5.6' W.  
 5191.05'

N.0°27'33"W. 10218.04'

**County Road 118B**

5291.65'

-CR 175  
 N. Line of Sur. 25  
 (as Held) 120.77'

Total = 2013.89'  
 Staked Line

**Survey 35  
 Block D-7**

Adjoinder: Harlan  
 75.4 Acres (Mes.  
 75.26 Acres)  
 Vol. 921, p. 657  
 (Vol. 138, p. 251  
 for Description)

Set 1/2" Rod for the  
 SE Cor. 75 Acre Tract  
 (as held)  
 South Line of 75.4  
 acre tract (as held)

Staked Line  
 1627.78'

Plat = 764 Varas 2122.22'

**Survey 25,  
 Block D-7**  
 Abstract 339

N.0°04'33"W.  
 1627.78'  
 N.0°04'33"W.  
 1627.78'

N.1°13'24"E. 1507.4'  
 Powerline 23.5' N.

Set 1/2" Rod for the  
 SE Cor. 75 Acre Tract  
 (as held)

Center Road 3' N.  
 2013.89'

Powerline 23.5' N.

NE Cor. Houchin 433 Ac. Tract

Set 1/2" Rod

Set 1/2" Rod

Set 1/2" Rod

Set 1/2" Rod

Set 1/2" Rod

S.0°04'33"E.  
 1627.78'

Set 1/2" Rod

Set 1/2" Rod

Set 1/2" Rod

Set 1/2" Rod

Set 1/2" Rod

Set 1/2" Rod

Set 1/2" Rod

Set 1/2" Rod

Set 1/2" Rod

Set 1/2" Rod

Set 1/2" Rod

Set 1/2" Rod

Set 1/2" Rod

**County Road 175  
 Survey 36,  
 Block D-7**

Houchin  
 Deed 433 Acres  
 (Previous Mes. 434.4 acres)  
 Vol. 565, p. 97

Plat = 764 Varas 2122.22'  
 2094.82'

S.89°50'49"W.

Set 1/2" Rod

Set 1/2" Rod

Set 1/2" Rod

Set 1/2" Rod

Set 1/2" Rod

Set 1/2" Rod

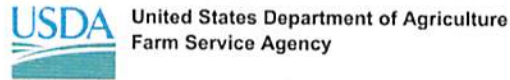
Set 1/2" Rod



111 W. 6th Street, Plainview TX 79072  
 P.O. Box 1418 Plainview TX 79073  
 (806) 296-5217 (Fax/Voice)  
 cjw.survey@yahoo.com  
 © February 5, 2020

Carl Joe Williams, Registered Professional  
 Land Surveyor of Texas #2120

TEXAS  
HALE  
Form: FSA-156EZ



FARM : 2705  
Prepared : 3/28/23 1:23 PM CST  
Crop Year : 2023

See Page 2 for non-discriminatory Statements.

**Abbreviated 156 Farm Record**

Operator Name : THOMAS COURTNEY  
CRP Contract Number(s) : None  
Recon ID : None  
Transferred From : None  
ARCPLC G//F Eligibility : Eligible

**Farm Land Data**

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
430.05	425.81	425.81	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD	
0.00	0.00	425.81	0.00		0.00	0.00	0.00	0.00	

**Crop Election Choice**

ARC Individual	ARC County	Price Loss Coverage
None	None	WHEAT, SORGH

**DCP Crop Data**

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	162.80	0.00	18	
Grain Sorghum	25.90	0.00	59	
Unassigned Generic Base	231.90	0.00	0	
<b>TOTAL</b>	<b>420.60</b>	<b>0.00</b>		

**NOTES**

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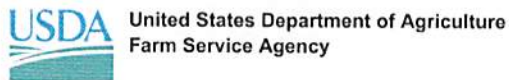
**Tract Number** : 3571

Description : O-9, 105 AC, SEC34, ALL SEC 29 G SENICK SURVEY  
FSA Physical Location : TEXAS/HALE  
ANSI Physical Location : TEXAS/HALE  
BIA Unit Range Number :  
HEL Status : NHEL: No agricultural commodity planted on undetermined fields  
Wetland Status : Tract does not contain a wetland  
WL Violations : None  
Owners : THOMAS COURTNEY, WILMA COURTNEY TRUST, JEAN M COURTNEY  
Other Producers : COURTNEY FARM  
Recon ID : None

**Tract Land Data**

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
430.05	425.81	425.81	0.00	0.00	0.00	0.00	0.0

TEXAS  
HALE  
Form: FSA-156EZ



Abbreviated 156 Farm Record

FARM : 2705  
Prepared : 3/28/23 1:23 PM CST  
Crop Year : 2023

Tract 3571 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	425.81	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	162.80	0.00	18
Grain Sorghum	25.90	0.00	59
Unassigned Generic Base	231.90	0.00	0
<b>TOTAL</b>	<b>420.60</b>	<b>0.00</b>	

NOTES

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*In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.*

*Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.*

*To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.*

TEXAS  
HALE  
Form: FSA-156EZ



United States Department of Agriculture  
Farm Service Agency

FARM : 3936  
Prepared : 3/28/23 1:24 PM CST  
Crop Year : 2023

See Page 2 for non-discriminatory Statements.

**Abbreviated 156 Farm Record**

Operator Name : THOMAS COURTNEY  
CRP Contract Number(s) : None  
Recon ID : None  
Transferred From : None  
ARCPLC G//F Eligibility : Eligible

**Farm Land Data**

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
353.70	0.00	0.00	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD	
0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	

**Crop Election Choice**

ARC Individual	ARC County	Price Loss Coverage
None	None	None

**DCP Crop Data**

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
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**NOTES**

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**Tract Number : 3566**

Description : O-8 S PT SEC 33(HWY2883 S) ALL 34 & 29 BLK D-7  
FSA Physical Location : TEXAS/HALE  
ANSI Physical Location : TEXAS/HALE  
BIA Unit Range Number :  
HEL Status : HEL determinations not completed for all fields on the tract  
Wetland Status : Tract contains a wetland or farmed wetland  
WL Violations : None  
Owners : WILMA COURTNEY TRUST, THOMAS COURTNEY, JEAN M COURTNEY  
Other Producers : RANDY & MARY K BENNETT  
Recon ID : None

**Tract Land Data**

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
353.70	0.00	0.00	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

TEXAS  
HALE  
Form: FSA-156EZ



United States Department of Agriculture  
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 3936  
Prepared : 3/28/23 1:24 PM CST  
Crop Year : 2023

DCP Crop Data

Tract 3566 Continued ...

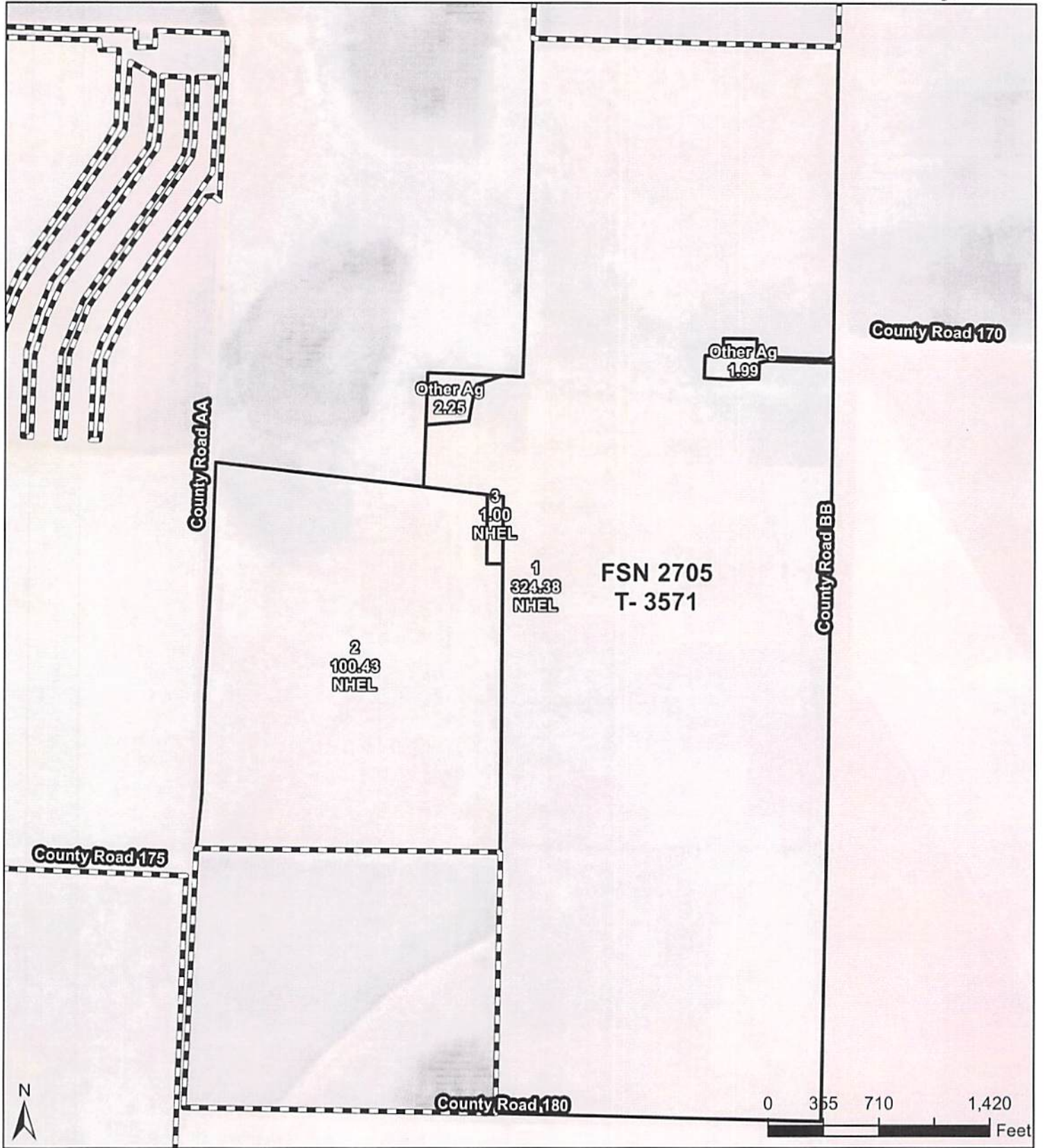
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
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Farm: 2705  
Tract: 3571

**Wetland Determination Identifiers**

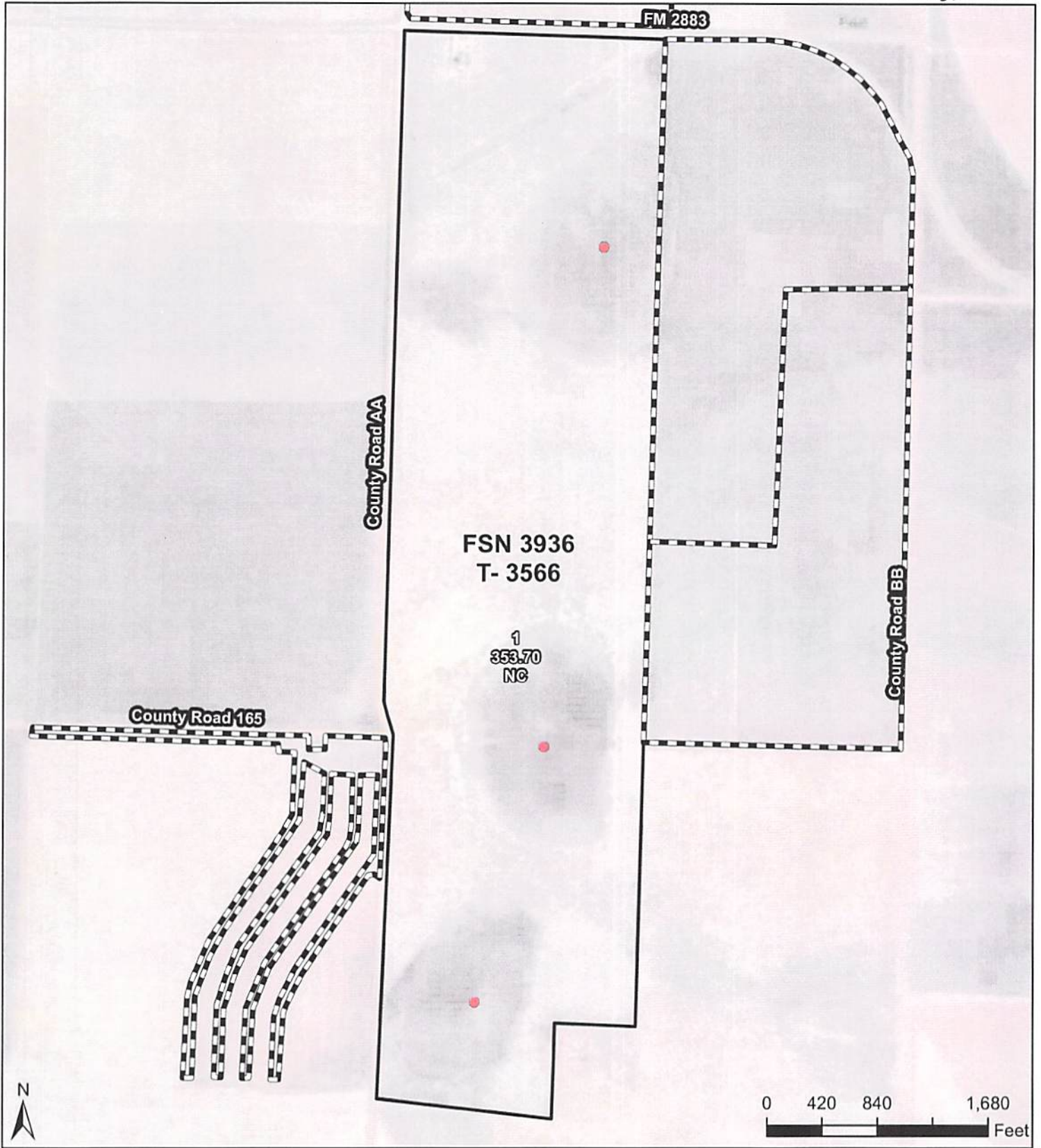
- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation
- Compliance Provisions

2023 Program Year

Map Created August 22, 2022

Image Acquisition Year - 2018

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or the National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS). USDA is an equal opportunity employer, lender and provider.



Farm: 3936  
Tract: 3566

**Wetland Determination Identifiers**

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation
- Compliance Provisions

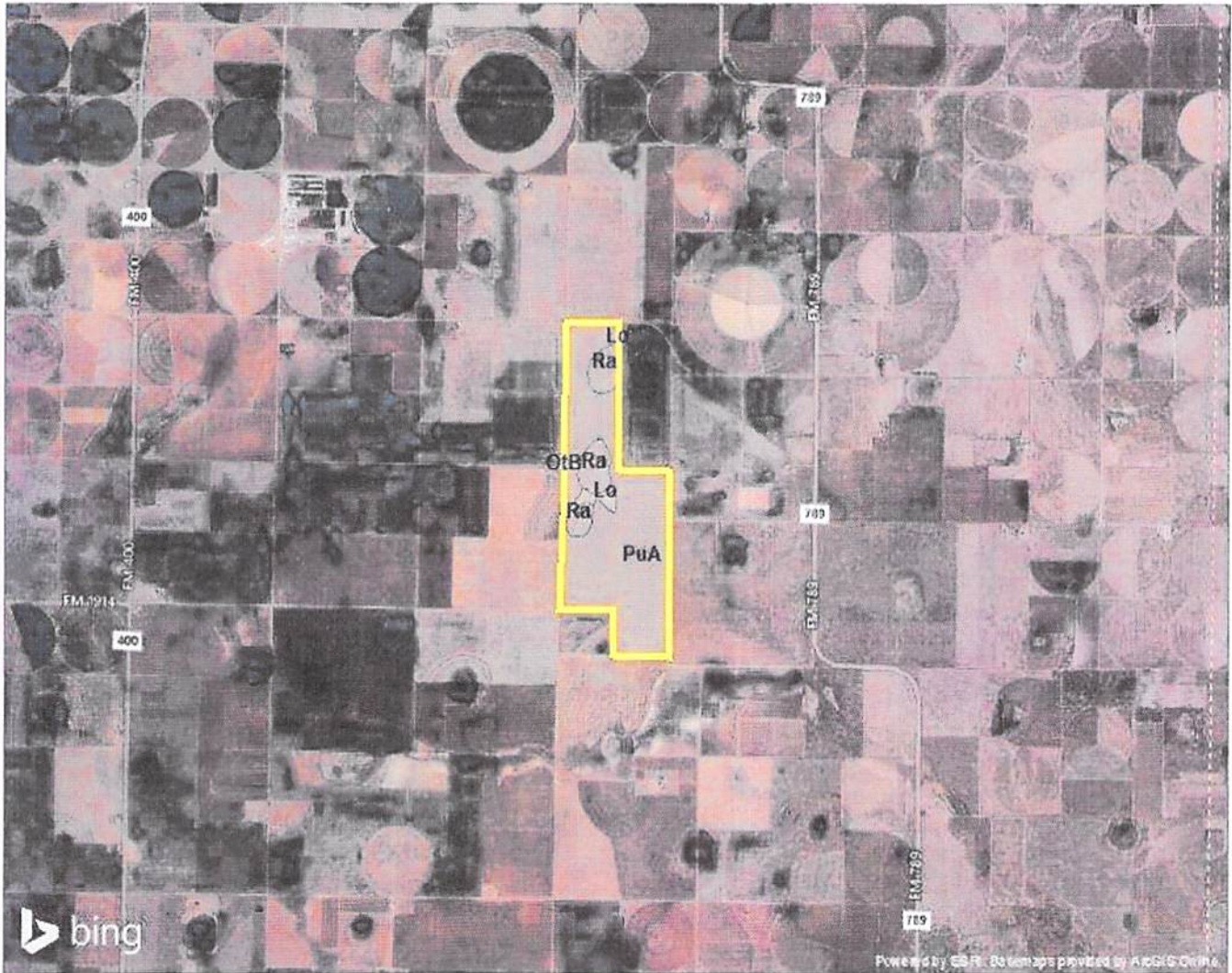
2023 Program Year

Map Created August 22, 2022

Image Acquisition Year - 2018

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0 3,300 6,600 13,200 Feet



Soils Source: Soil Survey Staff, Natural Resources Conservation Service, United States Department of Agriculture. Soil Survey Geographic (SSURGO) Database. Available online at <https://sdmdataaccess.sc.egov.usda.gov>. Accessed 12/16/2014

Symbol	Name	Acres	Percent
PuA	Pullman clay loam, 0 to 1 percent slopes	676.2	84.9%
Ra	Randall clay, 0 to 1 percent slopes, occasionally ponded	102	12.8%
Lo	Lofton clay loam, 0 to 1 percent slopes, occasionally ponded	16.9	2.1%
OtB	Olton loam, 1 to 3 percent slopes	1.1	0.1%





# EDCOT GIN

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Moisture Enhancement System Available  
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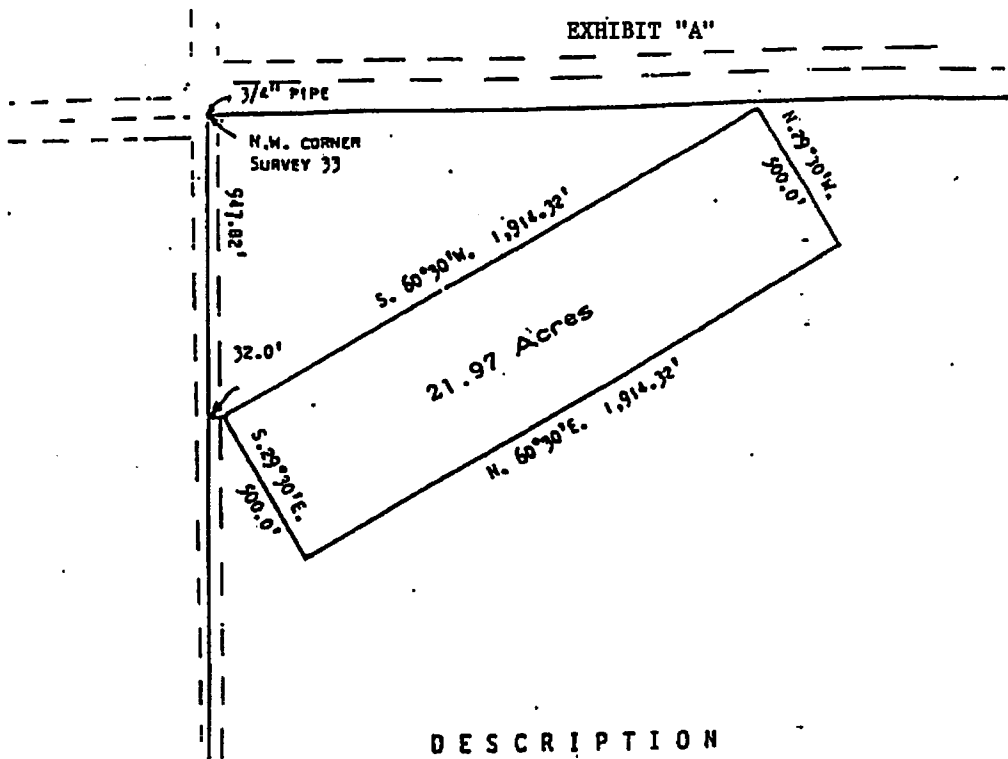
**Phillip Kidd**  
Manager



## PLAT 12



EXHIBIT "A"

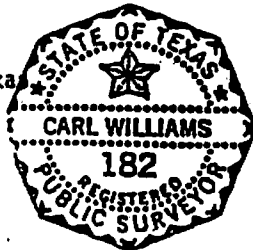


DESCRIPTION

A 21.97 acre tract out of the N.W. part of Survey No. 33, Block D-7, Hale County, Texas:

Beginning at a point 947.82 feet south and 32.0 feet east of the N.W. corner of Survey No. 33, Block D-7, Hale County, Texas;  
 Thence S.29°30'E., 500.0 feet to a point;  
 Thence N.60°30'E., 1,914.32 feet to a point;  
 Thence N.29°30'W., 500.0 feet to a point;  
 Thence S.60°30'W., 1,914.32 feet to the place of beginning and containing 21.97 acres.

Plainview, Texas  
May 15, 1978



*Carl Williams*  
 Carl Williams, Registered Public Surveyor of Texas.

## TOWER SITE LEASE AGREEMENT

THIS TOWER SITE LEASE AGREEMENT (the "Agreement"), is made this 1<sup>st</sup> day of March, 2015 by and between High Plains Radio Network, LLC a Texas Limited Liability Corporation ("Lessee"), and Tom L. Courtney, individually, and Tom L. Courtney, as Trustee of the Wilma Courtney Trust ("Lessor").

### 1. Lease of Premises.

Lessor hereby leases to Lessee surface and air space on the site of approximately 21.97 acres of land, situated in the N.W. part of Survey No. 33, Block D-7, Hale County, Texas (the "Site"), for location of Four Equipment Towers, Equipment Building, Service Pole and Communications Equipment. . The Equipment Towers, Equipment Building, Service Pole and Communications Equipment together with the property described in Exhibit A are defined as the "Premises". This Agreement is subordinate to any present or future oil, gas or other mineral exploration agreements or leases, the rights to which are expressly retained by lessor.

### 2. Use.

Lessor, for the term set forth herein and subject to the terms and conditions of this Agreement, by and between Lessor hereby grants to Lessee an exclusive lease to use the Premises for the transmission and reception of internet communication signals and/or for the transmission and reception of studio transmission link, pursuant to all rules and regulations of the Federal Communications Commission ("FCC"), and (ii) the construction, alteration, maintenance, repair, replacement and relocation of related antennas, equipment, cables and facilities and improvements related thereto (collectively, the "Communications Equipment"). Lessor retains the rights for itself and third parties to enter upon and use the premise for grazing, farming and other uses that do not interfere with the lessee's use of the site.

### 3. Term.

Unless earlier terminated as allowed herein, the initial term ("Initial Term") of this Agreement shall be Five year(s), commencing on March First (1<sup>st</sup>), 2015 ("Commencement Date"). The Initial Term of this Agreement shall expire at Midnight on the day before the fifth anniversary of the Commencement Date unless otherwise terminated as provided in this Agreement. Lessee shall have the right to extend the Term for two (2) successive Five year periods (Renewal Terms) on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for such successive Renewal Terms unless Lessee notifies Lessor of its intention not to renew this Agreement at least one hundred eighty (180) days prior to the commencement of the succeeding Renewal Term. For the purposes of this Agreement, "Term" shall mean the Initial Term plus any applicable Renewal Term(s).

### 4. Lease Fees.

a. From and after the Commencement Date, Lessee shall pay Lessor Two Thousand Dollars (\$2,000.00) per year ("Lease Fees"). The Lease Fees shall be payable in equal annual installments on the first day of March each calendar year, when due, without demand, offset, abatement, diminution or reduction, to Lessor located at 906 Pebblebrook Drive, Allen, Texas 75002. In the event any payment of Lease Fees due hereunder shall be overdue, it shall thereafter, until paid, bear interest at the rate of one and one-half percent (1-1/2%) per month.

b. Annual Lease Fees shall increase three (3%) with the start of each new five year extension and shall be calculated and added to the annual payment, due March 01<sup>st</sup>

c. Payment will be paid in two separate checks of equal amounts, made payable to Tom L. Courtney and to Wilma Courtney Trust.

### 5. Installation and Maintenance.

a. Lessee shall, at Lessee's expense, keep and maintain the Premises in commercially reasonable condition and repair incident to Lessee's use during the Term of this Agreement. Lessee agrees to maintain all of the Communications Equipment and Towers in proper operating condition and within industry accepted safety standards. All operations in connection with this Agreement by Lessee must be in compliance with all federal, state, and local laws, codes and regulations, including but not limited to local zoning requirements, and will adhere to reasonable technical standards. Lessor assumes no responsibility for the licensing, operation and/or maintenance of the Communications Equipment.

b. Prior to the initial installation of, or any material modification to, the Facilities, Lessee shall submit its construction and installation plans and list of contractors and subcontractors to Lessor in writing and Lessor shall approve such plans and lists, which approval shall not be unreasonably withheld, delayed or conditioned.

c. Lessee shall at all times use its best efforts to obtain and maintain any licenses, permits, and approvals necessary for the installation or operation of the Communications Equipment at its sole cost and expense. Lessor agrees to cooperate with Lessee, at Lessee's expense, in obtaining any required permits or zoning approvals.

**6. Access.**

Lessee and its "authorized personnel" shall be entitled to twenty-four (24) hour, seven (7) days per week access to the Premises subject to the security requirements and rules and regulations of the Site.

**7. Assignment.**

Lessee may assign this Agreement and its other rights hereunder (including, without limitation, its right to renew) to any person or business entity without the prior consent of Lessor. Lessee shall have the right to sublicense or sublet all or any part of the Premises.

**8. Taxes and Assessments.**

Lessee shall pay any personal property taxes, assessments, charges, fees, or licenses directly attributable to its use of the Premises, including any increase in personal property taxes and any use and occupancy taxes.

**9. Insurance, Release and Hold Harmless.**

a. Lessee, at its own cost and expense, shall carry the following insurance during the term of this Agreement: Comprehensive General Liability Insurance with a Commercial General Liability endorsement having a minimum limit of liability of \$3,000,000 aggregate, with a combined limit of \$300,000 for property damage for any one occurrence and \$1,000,000 for bodily injury for any one occurrence.

b. Lessee agrees to indemnify, defend and hold Lessor 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 Lessor occurring during the Term of this Agreement, or during any period of time prior to the Commencement Date hereof or after the expiration date hereof when Lessee may have been given access to or possession of all or any part of the Premises arising from any work or act done in, on or about the Premises or any part thereof; any negligence or other wrongful act or omission on the part of Lessee or any of its agents, contractors, subcontractors, servants, employees, subtenants, Lessees or invitees; any accident, injury or damage to any person or property occurring in or on the Premises or any part thereof, unless caused by the negligence or willful misconduct of Lessor or Lessor, their employees or agents.

c. Lessor agrees to indemnify, defend and hold Lessee harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from any willful act or omission or the negligence of Lessor or its employees or agents, or the breach of this Agreement except to the extent attributable to the gross negligence or intentional act or omission of Lessee, its employees, agents or independent contractors.

d. Each party hereto hereby waives any and every claim which arises or which may arise in its favor and against the other party hereto during the Term of this Agreement or any extension or renewal thereof for any and all loss of, or damage to, any of its property located within or upon or constituting a part of the Site, to the extent that such loss or damage is recovered under the respective party's insurance policy or policies. Notwithstanding anything in this Agreement to the contrary, each of Lessee and Lessor hereby waives any claim that they may have against the other party with respect to any consequential, punitive, special or incidental damage or lost profits.

e. This Section shall survive the expiration or earlier termination of this Agreement.

**10. Removal of the Communications Equipment Upon Termination.**

Following any termination or expiration of this Agreement, Lessee shall, at its sole cost and expense, remove the Towers, the Building and all of the Communications Equipment and other equipment installed by Lessee on the Premises. In performing such removal, Lessee shall, at its sole cost and expense, restore the Premises to as good a condition as they were prior to the installation or placement of the Communications Equipment, reasonable wear and tear and damage by the elements excepted. Upon termination of this Agreement, Lessee will have one year to remove Towers, Building and all Communications Equipment.

**11. Hazardous Substances.**

Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Site in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean hazardous or radioactive material, polychlorinated biphenyls, friable asbestos or other hazardous or medical waste substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or by any other applicable federal, state or local law, statute, rule, regulation or order (including any Governmental Requirements, as hereafter defined) concerning environmental matters, or any matter which would trigger any employee or community "right-to-know" requirements

adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet. "Governmental Requirements" shall mean all requirements under any federal, state or local statutes, rules, regulations, ordinances, or other requirements of any duly constituted public authority having jurisdiction over the Site (including, without limitation, the Demised Premises). This paragraph shall survive the termination of this Agreement.

## 12. Event of Default.

It shall be an "Event of Default" if any one or more of the following events shall occur:

a. Lessee shall default in the payment when due of any Lease Fees or other sum of money specified hereunder to be paid by Lessee, and Lessee does not remedy such default within ninety (90) days after written notice thereof from Lessor; or

(i) Lessee shall default in the performance of any other of the terms, conditions or covenants contained in this Agreement to be performed or observed by Lessee within ninety (90) days after written notice thereof.

## 13. Termination by Lessee.

Following the Commencement Date, and except as otherwise provided herein, provided that no Event of Default exists at the time of issuance of Lessee's written notice, this Agreement may be terminated by Lessee in the following circumstances:

Lessee's lease may be terminated prior to the end of the term if, for any reason (including the disability of Lessee), the purpose of this Agreement is frustrated or otherwise substantially impaired or obstructed by any event, occurrence or circumstance outside the control of both Lessor and Lessee, without prejudice or penalty to either party hereto and without such event, occurrence or circumstance being defined and interpreted or construed as a breach or default on the part of either party.

## 14. Utilities.

Lessee shall provide and pay for all utilities required to operate the Communications Equipment. All installation and maintenance of same shall be at the sole risk and expense of the Lessee.

## 15. Mechanic's Liens and Additional Construction.

If by reason of any alteration, repair, labor performed or materials furnished to the Premises for or on behalf of Lessee any mechanic's or other lien shall be filed, claimed, perfected or otherwise established or as provided by law against the Premises, Lessee shall discharge or remove the lien by bonding or otherwise, within thirty (30) days after Lessee receives notice of the filing of same. Notwithstanding any provision of this Agreement seemingly to the contrary, Lessee shall never, under any circumstances, have the power to subject the interest of Lessor in the Premises or Lessor in the Site to any mechanics' or material men's liens or liens of any kind, nor shall any provision contained in this Lease ever be construed as empowering Lessee to encumber or cause Lessor to encumber the title or interest of Lessor in the Premises.

## 16. Casualty and Condemnation.

a. In case of damage to the Site or the Premises or those portions of the Site or the Premises which are essential to the operation of the Communications Equipment, by fire or other casualty, Lessor shall, at its expense, cause the damage to the Premises to be repaired to a condition as nearly as practicable to that existing prior to the damage, with reasonable speed and diligence, subject to delays which may arise by reason of Governmental Regulations, and for delays beyond the control of Lessor, including "force majeure". However, Lessor shall not be required to repair the damage beyond the extent that insurance proceeds are inadequate to pay for such repairs.

b. Lessor shall give immediate notice of any condemnation proceeding or threatened condemnation proceeding affecting the Premises. If at any time during the Term of this Agreement all or "substantially all" (meaning the remaining portion thereof shall not be of sufficient size or condition to permit the continuation of Lessee's Permitted Use in a commercially reasonable manner) of the Premises or the Site or buildings and improvements located on the Site shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, then Lessee may terminate this Agreement by providing written notice to Lessor within thirty (30) days of such condemnation or eminent domain action, which termination shall be effective as of the date of the vesting of title in such taking and any prepaid License Fees shall be apportioned as of said date and reimbursed to Lessee.

## 17. Non-Recourse.

Anything in this Agreement, either expressed or implied, to the contrary notwithstanding, Lessee acknowledges and agrees that each of the covenants, undertakings and agreements herein made on the part of Lessor are made and intended not as personal covenants, undertakings and agreements of Lessor, or for the purpose of binding Lessor personally or the assets of Lessor, except Lessor's interest in this Agreement; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted



or enforceable against Lessor, any member of Lessor, any parent, subsidiary, affiliate or partner of Lessor or any partner of Lessor, or any of their respective heirs, personal representatives, successors and assigns.

**18. Notices.**

All notices, demands, requests and other communications hereunder shall be in writing either personally delivered or mailed, via certified mail, return receipt requested, or sent by nationally recognized overnight courier to the following addresses:

With copies to Lessor:

Tom L. Courtney  
906 Pebblebrook Drive  
Allen, Texas 75002

Tom L. Courtney, as Trustee of the Wilma Courtney Trust  
906 Pebblebrook Drive  
Allen, Texas 75002

And if to Lessee, to:

High Plains Radio Network, LLC  
205 S. 25 Mile Ave.  
Hereford, Texas 79045

Notices will be deemed to have been given upon either receipt or rejection. Unless or until either of the respective addresses is changed by notice in writing sent to the other party as set forth above, thereafter to the address contained in such notice. Any notice herein which is required by Lessor may be given by Lessor and shall be deemed effective for all purposes herein when mailed.

**19. Memorandum of Lease.**

Lessee shall be permitted to record a Memorandum of Lease, or Memorandum of Amendment of Lease, as applicable, reflecting the terms of this Agreement.

**20. Right of First Refusal.**

In the event that Lessor determines to sell, transfer, license or otherwise convey any interest, whether fee simple interest, easement interest, leasehold, or otherwise, and whether direct or indirect by way of transfer of ownership interests in Lessor if Lessor is an entity, which interest underlies or affects any or all of the Premises (the "ROFR Property") to any third party, Lessor shall offer Lessee a right of first refusal to purchase the Premises (or such larger portion of Lessor's property that encompasses the Premises, if applicable). Lessor shall provide a copy of any offer to purchase, or any executed purchase agreement or letter of intent ("Offer"), to Lessee which copy shall include, at a minimum, the purchase price, proposed closing date, and financing terms ("Minimum Terms"). Within thirty (30) days of receipt of such Offer, Lessee shall provide written notice to Lessor of Lessee's election to purchase the ROFR Property on the same Minimum Terms; provided, the closing date shall be no sooner than sixty (60) days after Lessee's purchase election notice. In such event, Lessor agrees to sell the ROFR Property to Lessee subject to Lessee's payment of the purchase price and compliance with a purchase and sale agreement to be negotiated in good faith between Lessor and Lessee. If Lessee provides written notice that it does not elect to exercise its rights of first refusal to purchase the ROFR Property, or if Lessee does not provide notice of its election within the thirty (30) day period, Lessee shall be deemed to have waived such right of first refusal only with respect to the specific Offer presented (and any subsequent Offers shall again be subject to Lessee's continuing right of first refusal hereunder), and Lessor shall be permitted to consummate the sale of the ROFR Property in accordance with the strict terms of the Offer ("Permitted Sale"). If Lessor does not consummate the Permitted Sale within ninety (90) days of the date of Lessee's waiver of its rights of first refusal, such Offer shall be deemed to have lapsed.

**21. Miscellaneous.**

a. If any Term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining Terms of this Agreement, which shall continue in full force and effect.

b. This Agreement shall be governed by and interpreted in accordance with the laws of the jurisdiction and proper venue for any litigation hereunder shall be in the courts of the state in which the Premises are located without regard to the principles of conflict of laws thereunder. Both parties desire that the transactions contemplated hereby be effected and carried out in a manner that is in compliance with all Laws.

c. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date aforesaid.

WITNESSES:

By: *Victor Holman*  
Name: Victor Holman

By: *Ben Catley*  
Name: Ben Catley

WITNESSES:

By: *Jamie Austin*  
Name: Jamie Austin

By: *Caleb Hatch*  
Name: Caleb Hatch

LESSOR:

BY: Tom L. Courtney  
*Tom L Courtney* Date: 3-5-2015

Tom L. Courtney as Trustee of the Wilma Courtney Trust

*Tom L Courtney* Date: 3-5-2015

LESSEE:

High Plains Radio Network, LLC

BY: Monte V. Spearman  
*Monte V Spearman* Date: Mar 5 2015

TITLE: President

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**An interest in land, said interest being over a portion of the following described parent parcel:**

**A 21.97 acre tract of land out of the NW part of Survey 33, Block D-7, Hale County, Texas.**

**BEGINNING at a point 947.82 feet South and 32.0 feet East of the N.W. corner of a Survey No. 33, Block D-7, Hale County, Texas;**

**THENCE S. 29°30' E. 500 feet to a point;**

**THENCE N. 60°30'E. 1,914.32 feet to a point;**

**THENCE N. 29°30'W. 500 feet to a point;**

**THENCE S. 60°30'W. 1,914.32 feet to the PLACE OF BEGINNING and containing 21.97 acres.**

**Said interest being over land more particularly described by the following description:**

**Insert metes and bounds description of area**