



# CITY COUNCIL AGENDA

Monday, July 21, 2025 at 6:00 PM

City Hall – Council Chambers, 200 North Fifth, Crockett, TX 75835

Dr. Ianthia Fisher, Mayor

Dennis Ivey, Council Member  
Christopher Price, Council Member  
NaTrenia Hicks Council Member  
Elbert Johnson, Council Member  
Mike Marsh, Mayor Pro Tem

John Angerstein, City Administrator  
Mitzi Stefka, City Secretary  
Donna Gordon, City Attorney  
Clayton Smith, Police Chief  
Jason Frizzell, Fire Chief

Notice is hereby given of a meeting of the City Council of Crockett to be held on **MONDAY, JULY 21, 2025 at 6:00 PM** at City Hall – Council Chambers, 200 North Fifth, Crockett, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action.

## OPEN MEETING WITH INVOCATION AND PLEDGE

## RECOGNITION OF VISITORS

**COMMENTS FROM AUDIENCE OR COUNCIL** *(At this time, anyone will be allowed to speak on City related matters only; no personal matters or matters under litigation will be allowed. The length of time may not exceed three (3) minutes. NO Council discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law.)*

## APPROVAL OF MINUTES

1. REGULAR SESSION: JULY 7, 2025

## REPORTS

2. POLICE DEPARTMENT MANPOWER & CRIMINAL INCIDENT REPORT FOR JUNE 2025
3. FIRE DEPARTMENT MONTHLY ACTIVITY & STATUS REPORT FOR JUNE 2025

## BUSINESS

4. CONSIDER AND APPROVE REAPPOINTMENT OF MEMBERS TO PARKS AND RECREATION BOARD
5. CONSIDER AND APPROVE REAPPOINTMENT OF MEMBERS TO BOARD OF ADJUSTMENTS COMMISSION
6. CONSIDER AND APPROVE APPOINTMENT/REAPPOINTMENT OF MEMBERS TO LIBRARY ADVISORY BOARD
7. PUBLIC HEARING ON THE PLANNING & ZONING COMMISSION'S FINAL REPORT FOR RECOMMENDED ZONING MAP AMENDMENTS TO CHANGE THE ZONING DISTRICT FROM M-MANUFACTURING, WAREHOUSING AND WHOLESALING DISTRICT TO R2-TWO FAMILY RESIDENTIAL DISTRICT OR TO R3-MULTIPLE-FAMILY RESIDENTIAL DISTRICT FOR SEVERAL PARCELS OF LAND WITHIN A STRIP OF PROPERTIES GENERALLY LOCATED BETWEEN MARTIN LUTHER KING (MLK), JR. BLVD. ON THE EAST, SYCAMORE STREET OR SYCAMORE STREET RIGHT-OF-WAY ON THE WEST, WEST GOLIAD AVENUE ON THE NORTH, AND BURLESON AVENUE ON THE SOUTH
8. CONSIDER AND APPROVE PLANNING & ZONING COMMISSION'S RECOMMENDED ZONING MAP AMENDMENTS IDENTIFIED IN THE COMMISSION'S FINAL REPORT
9. CONSIDER AND APPROVE LEASE AGREEMENT BETWEEN THE CITY OF CROCKET, TEXAS AND WATCH BROADBAND TEXAS, LLC

10. FISCAL YEAR 2026 BUDGET WORKSHOP

**EXECUTIVE SESSION**

- 11. GOV. CODE 551.074 – PERSONNEL MATTERS. CONSIDER ANNUAL PERFORMANCE EVALUATION OF POLICE CHIEF, FIRE CHIEF AND CITY ADMINISTRATOR
- 12. GOV. CODE 551.074 – CONSIDER PERSONNEL MATTERS RELATED TO CITY ADMINISTRATOR AND ASSISTANT CITY ADMINISTRATOR

**RECONVENE INTO REGULAR SESSION AND CONSIDER ACTION, IF ANY, ON EXECUTIVE ITEMS**

**ADJOURNMENT**

**In compliance with the Americans with Disabilities Act, the City of Crockett will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Mitzi Stefka, City Secretary, at 936-544-5156.**

**CERTIFICATION**

I certify that a copy of the July 21, 2025 agenda of items to be considered by the Crockett City Council was posted for viewing at Crockett City Hall on July 18, 2025 before 5:00 PM.

\_\_\_\_\_  
Mitzi Stefka, City Secretary

I certify that the agenda items to be considered by the City Council was removed from the City Hall window on the \_\_\_\_ day of \_\_\_\_\_, 2025. \_\_\_\_\_ Title \_\_\_\_\_

MINUTES OF THE CROCKETT CITY COUNCIL MEETING HELD ON THE 7<sup>th</sup> DAY OF JULY 2025 IN THE CITY HALL COUNCIL CHAMBERS, LOCATED AT 200 NORTH FIFTH IN THE CITY OF CROCKETT, HOUSTON COUNTY TEXAS AT 9:00 A.M.

THE COUNCIL MET IN REGULAR SESSION WITH THE FOLLOWING MEMBERS PRESENT: DENNIS IVEY, NATRENIA HICKS, ELBERT JOHNSON & MIKE MARSH. CITY OFFICIALS PRESENT: CITY ADMINISTRATOR JOHN ANGERSTEIN, CITY SECRETARY MITZI STEFKA, ASSISTANT CITY ADMINISTRATOR LEE STANDLEY, CITY ATTORNEY DONNA GORDON, POLICE CHIEF CLAYTON SMITH, FIRE CHIEF JASON FRIZZELL AND DIRECTOR OF PUBLIC WORKS GERALD COLTER. IANTHIA FISHER AND CHRISTOPHER PRICE WERE ABSENT.

#### OPEN MEETING WITH INVOCATION AND PLEDGE

Mayor Pro Tem Marsh called the formal session open and Council member Ivey gave the invocation. All joined in the pledge.

#### RECOGNITION OF VISITORS

Mayor Pro Tem Marsh recognized all visitors present.

COMMENTS FROM AUDIENCE OR COUNCIL *(At this time, anyone will be allowed to speak on City-related matters only; no personnel matters or matters under litigation will be allowed. The length of time may not exceed three minutes. NO Council discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law.)*

- Council member Hicks – Comments on Freedom over Crockett fireworks show.

#### APPROVAL OF MINUTES

##### 1. REGULAR SESSION: JUNE 16, 2025

Council member Johnson made a motion to approve the minutes of the June 16, 2025 regular session. Council member Ivey seconded the motion. Motion passes 4-0.

#### BUSINESS

##### 2. CONSIDER AND APPROVE INTERLOCAL AGREEMENT BETWEEN THE CITY OF CROCKETT AND GRAPELAND INDEPENDENT SCHOOL DISTRICT FOR THE CONVEYANCE OF WELDING STATIONS

Mr. Angerstein explained that Grapeland ISD had expressed interest in acquiring the six (6) surplus welding stations from the tech center building. Council member Ivey made a motion to approve an interlocal agreement between the City of Crockett and Grapeland Independent School District for the conveyance of the welding stations. Council member Johnson seconded the motion. Motion passes 4-0.

3. CONSIDER AND APPROVE A RESOLUTION BY THE CITY OF CROCKETT (“CITY”) SUSPENDING ONCOR ELECTRIC DELIVERY COMPANY LLC’S PROPOSED EFFECTIVE DATE OF JULY 31, 2025, FOR NINETY DAYS IN CONNECTION WITH ONCOR’S STATEMENT OF INTENT TO INCREASE RATES FILED ON OR ABOUT JUNE 26, 2025; REQUIRING THE REIMBURSEMENT OF MUNICIPAL RATE CASE EXPENSES; AUTHORIZING PARTICIPATION IN THE COALITION OF SIMILARLY SITUATED CITIES; AUTHORIZING INTERVENTION AND PARTICIPATION IN RELATED RATE PROCEEDINGS; AUTHORIZING THE RETENTION OF SPECIAL COUNSEL; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE

Mr. Angerstein informed the council that Oncor is going through a process with the Public Utilities Commission to increase electric delivery rates. This resolution would allow the City of Crockett to join the Alliance of Oncor Cities (AOC) and be represented in the appeal process by their legal counsel to negotiate and oppose the increase. Council member Ivey made a motion to approve a resolution by the City of Crockett (“City”) suspending Oncor Electric Delivery Company, LLC’s proposed effective date of July 31, 2025, for ninety days in connection with Oncor’s Statemen of Intent to Increase Rates files on or about June 26, 2025; requiring the reimbursement of municipal rate case expenses; authorizing participation in the coalition of similarly situated cities; authorizing intervention and participation in related rate proceedings; authorizing the retention of special counsel; finding that the meeting complies with the Open Meetings Act; making other findings and provisions related to the subject; and declaring an effective date. Council member Johnson seconded the motion. Motion passes 4-0.

4. CONSIDER AND APPROVE AN EXTENSION OF 30-DAY CURE PERIOD FOR LINCOLN LUMBER TAX ABATEMENT AND INCENTIVES AGREEMENT

Mr. Angerstein informed council that Lincoln Lumber had requested a 30-day extension to the enforcement of default actions on their tax abatement and incentives agreement and asked to address council in an upcoming meeting. After some discussion, council member Johnson made a motion to approve an extension of the 30-day cure period for Lincoln Lumber tax abatement and incentives agreement. Council member Ivey seconded the motion. Motion passes 4-0.

5. FISCAL YEAR 2026 BUDGET WORKSHOP

Mr. Angerstein explained that initial budget discussions would use projections and estimated revenues based upon information from the last few years as final revenue figures will not be available until the Houston County Appraisal District certifies property values later in the summer. He said he expects sales tax revenue to remain relatively flat and revenue from franchise fees are trending down approximately 5% per year. He also asked them to consider the use of remaining American Rescue Plan Act (ARPA) funds for capital requests or other priorities as they see fit.

Department heads presented the following capital requests for council to consider:

## Administration:

- 5% Cost of Living Adjustment (COLA) for all city employees - \$191,000  
or
- 3% Cost of Living Adjustment (COLA) for all city employees - \$115,163
- Refurbish City Council Chamber and replace seating - \$25,900
- Replace toilets and faucets at Ag Arena - \$21,000
- Install security cameras at Civic Center and Fire Dept - \$20,730
- Interior repairs/painting at Civic Center - \$92,000
- Purchase used SUV/Truck for Asst. City Administrator - \$30,000

## Public Works:

- Purchase padfoot roller for street department - \$70,000
- Rehabilitate wastewater lift station - \$80,000

## Fire Department:

- Add new firefighter position and related gear - \$78,500

## Police Department:

- Build new police station - \$1,500,000  
or
- Expand & refurbish current police station - \$637,500
- Purchase new radio equipment - \$100,000 to \$200,000 (depending on options)
- Increase officer salary and certificate pay - \$ Varies
- New patrol vehicles - \$\$72,000 - \$82,000

Additionally, Mr. Angerstein informed council that Houston County WCID #1 has voted to increase water rates by 2% for the upcoming fiscal year.

After lengthy discussions on these topics, Mr. Angerstein asked the council members to consider the requests and come back to him with their recommendations and concerns.

## ADJOURNMENT

Without objection, Mayor Pro Tem Marsh adjourned the meeting at 12:02 P.M.

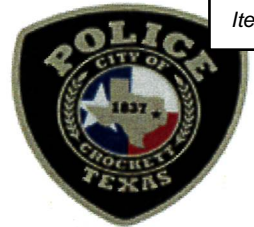
\_\_\_\_\_  
Dr. Ianthia Fisher, Mayor

ATTEST:

\_\_\_\_\_  
Mitzi Stefka, City Secretary



# City of Crockett POLICE DEPARTMENT



Item 2.

COURTESY  
PROTECTION  
DEDICATION

**CHIEF OF POLICE**  
Clayton Smith

CROCKETT, TEXAS 75835  
936-544-2021 \* 200 NORTH FIFTH STREET

**Mayor**  
Dr. Ianthia Flsher

## June 2025

Manpower: 16

Manpower Hours: 2527

Calls: 424

Accidents: 6

Arrests: 43

Traffic: 390

Reports: 77

Alarm Calls: 17

False Alarms: 14

No Fault Alarms: 3

Assault: 3

Burglary: 0

Criminal Mischief: 3

Criminal Trespass: 3

Disorderly Conduct: 2

Driving While Intoxicated: 2

Forgery: 0

Possession of Controlled Substance: 4

Possession of Drug Paraphernalia: 4

Possession of Marijuana: 7

Public Intoxication: 2

Resisting Arrest: 2

Theft: 3

Unlawful Possession of Firearm: 0

Unauthorized use of Motor Vehicle: 0

Miscellaneous Offenses: 45

Comments: REPORTING PERIOD: JUNE1-30, 2025 MISCELLANEOUS OFFENSES INCLUDES 10 WARRANT SERVICES.

CROCKETT FIRE DEPT. MONTHLY ACTIVITY AND STATUS REPORT FOR 2025

Item 3.

2025	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
<b>CITY CALLS</b>	<b>27</b>	<b>21</b>	<b>19</b>	<b>35</b>	<b>33</b>	<b>27</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>114</b>	<b>0</b>	<b>276</b>
STRUCTURE FIRES:	0	0	0	0	0	0	0	0	0	0	0	0	0
Business	0	0	0	0	1	0	0	0	0	0	0	0	1
Residential	0	0	1	0	0	0	0	0	0	0	0	0	1
VEHICLE FIRES	0	1	0	0	0	0	0	0	0	0	0	0	1
GRASS / WOODS FIRES	0	0	1	0	0	0	0	0	0	0	0	0	1
REFUSE / TRASH FIRE	0	0	0	0	0	0	0	0	0	0	0	0	0
VEHICLE ACCIDENT	5	1	4	6	3	3	0	0	0	0	0	0	22
VEHICLE ACCIDENT w/RESCUE	0	0	0	0	0	0	0	0	0	0	0	0	0
TECHNICAL RESCUE	1	0	0	0	0	1	0	0	0	0	0	0	2
POWERLINE EMERGENCIES	0	0	0	8	9	3	0	0	0	0	0	0	20
TREES DOWN	0	0	0	1	5	1	0	0	0	0	0	0	7
NATURAL/LPG GAS LEAK	3	2	3	3	0	5	0	0	0	0	0	0	16
HAZ-MAT SPILL / LEAK	0	1	1	0	2	1	0	0	0	0	0	0	21
CARBON MONOXIDE ALARM	0	0	0	0	0	0	0	0	0	0	0	0	0
EMS FIRST RESPONDER	6	7	4	5	4	4	0	0	0	0	0	0	30
EMS LIFT ASSIST	6	4	1	5	3	3	0	0	0	0	0	0	22
LANDING ZONE SET-UP	0	0	0	0	0	0	0	0	0	0	0	0	0
FALSE ALARM BUSINESS	3	1	4	0	2	1	0	0	0	0	0	0	11
FALSE ALARM RESIDENTIAL	1	2	0	2	1	2	0	0	0	0	0	0	8
TERRORISTIC/BOMB THREAT	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRE / SMOKE INVESTIGATION	2	1	0	5	3	2	0	0	0	0	0	0	13
CONTROL BURN	0	0	0	0	0	0	0	0	0	0	0	0	0
TRAFFIC CONTROL	0	0	0	0	0	1	0	0	0	0	0	0	1
AGENCY ASSIST	0	1	0	0	0	0	0	0	0	0	0	0	1
ARSON ARREST	0	0	0	0	0	0	0	0	0	0	0	0	0

CROCKETT FIRE DEPT. MONTHLY ACTIVITY AND STATUS REPORT FOR 2025

2025	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
<b>COUNTY CALLS</b>	<b>11</b>	<b>15</b>	<b>13</b>	<b>16</b>	<b>14</b>	<b>13</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>82</b>
STRUCTURE FIRES:	<b>1</b>	<b>1</b>	<b>1</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>
Business	0	1	0	0	0	0	0	0	0	0	0	0	1
Residential	1	0	1	3	0	0	0	0	0	0	0	0	5
VEHICLE FIRES	1	2	2	0	1	0	0	0	0	0	0	0	6
GRASS / WOODS FIRES	6	5	2	0	1	0	0	0	0	0	0	0	14
REFUSE / TRASH FIRE	0	0	0	0	0	0	0	0	0	0	0	0	0
VEHICLE ACCIDENT	1	3	4	5	3	5	0	0	0	0	0	0	21
VEHICLE ACCIDENT w/Extrication	0	0	1	0	0	0	0	0	0	0	0	0	1
TECHNICAL RESCUE	0	0	0	0	0	0	0	0	0	0	0	0	0
LANDING ZONE SET-UP	0	0	0	0	0	0	0	0	0	0	0	0	0
HAZ-MAT SPILL / LEAK	0	0	0	0	0	0	0	0	0	0	0	0	0
POWERLINE EMERGENCIES	0	0	0	1	3	2	0	0	0	0	0	0	0
TREES DOWN	0	0	1	2	4	6	0	0	0	0	0	0	13
NATURAL/LPG GAS LEAK	0	0	0	0	0	0	0	0	0	0	0	0	0
OIL/GAS WELL FIRE	0	0	0	0	0	0	0	0	0	0	0	0	0
CARBON MONOXIDE ALARM	0	0	0	0	0	0	0	0	0	0	0	0	0
EMS FIRST RESPONDER	1	0	1	0	1	0	0	0	0	0	0	0	3
EMS LIFT ASSIST	0	0	0	2	0	0	0	0	0	0	0	0	2
FALSE ALARM BUSINESS	0	0	0	0	0	0	0	0	0	0	0	0	0
FALSE ALARM RESIDENTIAL	0	2	0	0	0	0	0	0	0	0	0	0	2
TERRORISTIC THREAT	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRE / SMOKE INVESTIGATION	0	1	0	0	1	0	0	0	0	0	0	0	2
TRAFFIC CONTROL	0	0	0	0	0	0	0	0	0	0	0	0	0
CONTROL BURN	0	0	0	0	0	0	0	0	0	0	0	0	0

CROCKETT FIRE DEPT. MONTHLY ACTIVITY AND STATUS REPORT FOR 2025

Item 3.

2025	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
<b>TOTAL CALLS</b>	38	36	32	51	47	40	0	0	0	0	114	0	358
ACTIVE MEMBERS (PAID / VOL.)	17	17	17	17	17	18	0	0	0	0	0	0	0
<b>PAYROLL</b>	<b>\$1,120</b>	<b>\$400</b>	<b>\$850</b>	<b>\$300</b>	<b>\$291</b>	<b>\$700</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>VOLUNTEER MAN HOURS</b>	<b>105</b>	<b>30</b>	<b>90</b>	<b>30</b>	<b>25</b>	<b>56</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>COST PER MAN HOUR</b>	<b>\$11.20</b>	<b>\$13.33</b>	<b>\$9.44</b>	<b>\$10.00</b>	<b>\$11.64</b>	<b>\$12.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
FIREFIGHTER INJURIES	0	0	0	0	0	0	0	0	0	0	0	0	0
FIREFIGHTER FATALITIES	0	0	0	0	0	0	0	0	0	0	0	0	0
CIVILIAN INJURIES	0	0	0	0	0	0	0	0	0	0	0	0	0
CIVILIAN FATALITIES	1	0	0	0	0	0	0	0	0	0	0	0	0
MUTUAL AID GIVEN	1	7	3	2	2	0	0	0	0	0	0	0	0
MUTUAL AID RECEIVED	0	0	0	2	0	0	0	0	0	0	0	0	0
OUT OF COUNTY CALLS	0	0	0	0	0	0	0	0	0	0	0	0	0

Notes:

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**PARKS AND RECREATION BOARD**  
**2-Year Terms**

DAVID TYER 936-544-5518 Reappointed June 2023	2023-2025
SPENCER BURKE 936-546-7887 Reappointed June 2023	2023-2025
LARRY ROBBINS 936-546-1036 Reappointed June 2023	2023-2025
LINDSEY RICE 936-546-0017 Reappointed June 2023	2023-2025
JO DENMAN 936-546-1187 Reappointed June 2023	2023-2025
KIMBERLEY MARRS 936-222-9648 Reappointed June 2023	2023-2025

## **Board of Adjustments**

(5-Members & 2-Alternates Serve a 2-Year Term)  
Quorum: Four (4) members

### **REAPPOINTMENTS**

**Michael Brenner**

Re-Appointment: June 2023

Term Expires: June 2025

**Jo Denman**

Appointment: June 2023

Term Expires: June 2025

**David Tyer**

Re-Appointment: June 2023

Term Expires: June 2025

**Samantha Wiley**

Appointment: June 2023

Term Expires: June 2025

**Lois Ball**

Appointment: June 2023

Term Expires: June 2025

**CROCKETT PUBLIC LIBRARY ADVISORY BOARD  
APPOINTED FOR 3 YEAR TERMS**

**CURRENT MEMBERS:**

<b>JESSICA JAMES</b> Appointed July 2022	<b>2022-2025</b>
<b>PAULA HACKETT</b> Appointed June 2022	<b>2022-2025</b>
<b>LINDA BULLOCK</b> Reappointed June 2024	<b>2024-2027</b>
<b>ASHLEY SIBLEY</b> Appointed June 2024	<b>2024-2027</b>
<b>ASHLIE YOUNG</b> Appointed June 2024	<b>2024-2027</b>
<b>ALICIA BAILEY</b> Appointed July 2025	<b>2025-2028</b>

**REAPPOINTMENTS:**

**JESSICA JAMES  
PAULA HACKETT**

**APPOINTMENT:**

**ALICIA BAILEY**

**Planning & Zoning Commission**  
**Final Report of Recommended Zoning Map Amendment**  
**for Certain Properties Bordered by MLK Jr. Blvd on East, Sycamore or Sycamore ROW on the West,**  
**W. Goliad Ave. on the North, and Burluson Ave. on the South**

**Background:**

The stretch of properties between the above-described borders, consisting of 39 parcels and 13.13 acres, are currently all zoned to be in the M-Manufacturing, Warehousing, and Wholesaling District (M-District). When the zoning districts were first established in the 1980's, the M- District probably appeared to be the most appropriate district for this stretch of properties because the properties are parallel with the railroad. However, it appears that the M- District is no longer the most appropriate district for the entire stretch of properties because:

- (1) there appears to be little to no interest in commercial/manufacturing development in this area based on the fact that the majority of the parcels are vacant and not being used, only one parcel is being actively used in a manner consistent with the M- District (24942-106 W. Bell), and another parcel contains a large commercial building that is not in use (1170 – 105 W. Bell, but also borders Painter);
- (2) the City's infrastructure within and immediately surrounding this stretch of property was developed for residential use and can easily accommodate greater residential use but would be negatively affected by a greater amount of traffic, sewer and water use that would result from a significant increase in commercial/manufacturing uses; *(Note: See infrastructure reference on Attachment A, Excerpts from the City's Comprehensive Plan, Sec. 3.4.2 excerpt.)*
- (3) businesses now have the option to build in the unused areas of the Crockett Industrial Park, which was established in 2011 when that approximately 90-acre area was changed from R3, Multiple-Family Residential District, to the M-District, and which is an area that the City's infrastructure is intended to accommodate commercial/manufacturing use;
- (4) residential use is the greatest use of the parcels within this stretch that are not vacant, with the majority of the residential structures being older structures built before the zoning districts were established and which became a non-conforming land use when the properties were designated as being in the M-District; *(Note: Non-conforming use can be a hindrance to sale or improvement of the residential properties. The properties would no longer be a non-conforming land use if the parcels on which the houses are located are changed to R2-Two-Family Residential District [R2-District] or R3-Multiple-Family Residential District [R3-District]);*
- (5) there have been recent inquiries into developing some of the vacant property into residential use but the M-District zone does not permit the development of site-built residential dwellings; and
- (6) changing several of the vacant parcels from the M District to the R-2 District and R-3 District would permit by right the development on these parcels of diverse and affordable housing options, such as duplexes and fourplexes, which the City's Comprehensive Land-Use Plan strongly supports as indicated in Attachment A, Excerpts from the City's Comprehensive Plan Relating to Housing Development, which is hereby made a part of this report.

### Planning & Zoning Commission

#### Final Report of Recommended Zoning Map Amendment for Certain Properties Bordered by MLK Jr. Blvd on East, Sycamore or Sycamore ROW on the West, W. Goliad Ave. on the North, and Burluson Ave. on the South

The following is a more detailed breakdown of the current use and underutilization of these properties.

Current Use	# of Parcels	% of Parcels	# of Acres	% of Acreage
Vacant	23	59%	5.52	42.1%
Residential	12	31%	5.73	43.6%
Ag Use (residential could be added)	2	5%	0.77	5.9%
Active M District (heavy auto repair)	1	2.5%	0.18	1.4%
Inactive M District (large vacant commercial building; old John Deere manufacturing)	1	2.5%	0.93	7.1%
Total	39	100%	13.13	100%

#### Summary of Planning & Zoning Commission Public Hearing Held on June 15, 2025:

The following property owners attended the June 15 public hearing:

- Property owners within the strip: Timothy Ard and Ryan Carter
- Property owners within 300’ of the strip: Henry Lovelady on behalf of Annie Deaver, Carletha Haynes (Simon), Maria Carlota Sanchez, Dorothy Sandles, and Karen Simmons for the Namon Stewart Est.

No written or verbal objections to the recommended zoning changes were received or expressed during the public hearing. Questions were asked regarding whether the changes would increase property taxes. It was explained that tax increases are normally dependent upon improvements to property, such as if a property owner were to build a house on a vacant property that had been changed from M District to R2 District, but it is anticipated that a zone change from M District to R2 or R3 District would not in and of itself result in an increase in property taxes. (A later conversation with the HCAD Deputy Chief Appraiser, Johnny Ivy, confirmed that this statement is correct.) Timothy Ard and Henry Lovelady on behalf of Annie Deaver specifically voiced support for the proposed zoning changes.

**Conclusion:** The P&Z Commission concluded that the only change to the preliminary recommended zoning changes would be to recommend leaving the block of six parcels between W. Bell and Painter as M District based on: (1) the current non-residential nature of W. Bell in this area; (2) the only existing structures on this block are a large commercial building and one residential structure in need of demolition; and (3) the owner of the parcel containing the larger commercial building also owns 75% of the property within this block and did not express a desire to change it to R2 nor did any other property owners within this block. The preliminary report had indicated that this block would remain as M District unless the property owners wanted it to be changed to R2.

**Recommendation:** The Planning & Zoning Commission recommends that the City Council approve the zoning changes identified on the Recommended Zoning Changes by Parcel which is Attachment B and hereby made a part of this report. Attachment B also identifies which parcels should continue to be zoned as M District.

## Attachment A to Planning & Zoning Commission Report

### Excerpts from the City's Comprehensive Plan relating to Housing Development (with Emphasis on Multifamily Housing Development)

#### 1.2 Vision Statement. (pg. 1-2)

In 2030, Crockett will be an affordable home-town community that provides excellent services and attractive amenities. The City will be characterized by:

- Diverse housing opportunities affordable to and serving the needs of all segments of the population.

#### 3.1 Housing Study - Highlights. (pg. 3-1)

City representatives and residents expressed a desire for additional affordable and multifamily housing in Crockett. The City should continue work with area foundations, the Public Housing Authority, large landowners, and regional developers to identify areas for new housing....

#### 3.3 Housing Study – Inventory & Forecast (pg. 3-4)

- Residents would like to see an increase in housing development that will be attractive and truly affordable for current and future residents. Additional multifamily housing development could support this goal).
- Residents in Crockett recognize the prevalence of renting in their community and would like to see additional rental housing development that is affordable for residents from all segments of the population.

#### 3.4.2 Developing More Diverse & Affordable Housing Options. (pg. 3-24)

Crockett residents expressed a desire for additional housing development to meet high demand for affordable and rental housing.

The City should pursue the following strategies that promote a variety of housing options, affordable for diverse incomes and stages of life: (a) Promote residential infill, especially multifamily housing....

***One way to limit the need for increased infrastructure costs that result from growth is to encourage residential infill development on vacant, subdivided land within the corporate limits.*** (pg. 3-25)

Since existing infrastructures systems already serve these lots, new development would not require significant infrastructure expansion and would allow the City to focus on existing system maintenance and improvements. Development should be encouraged in areas identified as semi-developed that are not located in the 100-year Floodplain. Strategies to promote infill development and a map showing the location of developable properties ideal for infill development are found in Chapter 4: Land Use Study.

## **Attachment A to Planning & Zoning Commission Report**

### **Excerpts from the City's Comprehensive Plan relating to Housing Development (with Emphasis on Multifamily Housing Development)**

The City should also promote multifamily housing development. A study conducted by the Urban Land Institute (ULI) finds that multifamily housing:

- ✓ Is needed and preferred by many people at a variety of life stages (individuals, new families, empty-nesters, seniors, etc.);
- ✓ Is important to the economic vitality of the larger community;
- ✓ Can help minimize traffic congestion;
  
- ✓ Enables a community to provide housing that is affordable to a wider range of incomes;  
and
- ✓ If well designed, (it) can be an attractive and compatible addition to the community.

Multifamily housing does not have to be exclusive to renters. Multifamily housing development could also provide an important alternative housing option for Crockett's potential homeowners as multifamily housing units, such as duplexes, are often (but not always) more affordable than single-family housing. (pg.3-25)

## Attachment B to Planning Zoning Commission Final Report

Item 7.

### Recommended Zoning Changes by Parcel from M-Manufacturing to R-Residential for Strip of Properties between MLK and Sycamore/Sycamore ROW, South of W. Goliad and North of Burleson

Parcel	Address	Depot Addition Blk & Lot (if applicable)	Acres	Owner	Owner Address	Current Use	Zone Change
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#### Between W Goliad and Johnson - 13 Parcels, including Blk 1 of Depot Addition (Recommend changing all parcels to R-2)

29094	101 W Goliad		0.91	Robert and Jacquelyn Meadows	Crockett	Residential - Single Family Home, Year Built Unknown	R-2
28924	211 MLK		1.28	David L Burns	Same	Residential - Single Family Home, Year Built Unknown	R-2
16546	213 MLK		1.12	Confidential (Protected by State Law)	Confidential	Residential - Single Family Home, Year Built Unknown	R-2
6953	217 MLK		0.83	Samuel Angerstein c/o Timothy Ard	Same	Residential - Duplex or Duplex Converted to Single, Built 1940	R-2
2973	306 Sycamore		0.26	Morales Ruben Gil Jr c/o Ruben Morales Sr	Crockett	Vacant	R-2
4736	308 S Sycamore		0.15	Carter Roosevelt EST c/o Lenetha Carter	Crockett	Residential - Single Family Home, Year Built Unknown	R-2
3988	342 S Sycamore		0.18	Ryan G Carter	Crockett	Residential - Single Family Home, Year Built Unknown	R-2
13871	402 S Sycamore	Lot 9	0.29	Lenetha Carter and Thelma Burleson	Crockett	Residential - Single Family Home, Built 1936	R-2
1204	MLK (Lot 10 borders Sycamore)	Lot 10 & Lots 5-8 on MLK	0.46	Wiley Sean	Crockett	Vacant - Trailer / Ag Storage	R-2
1192	408 S Sycamore	Lots 11-14	0.29	James E & Deloise Berry	Crockett	Residential - Duplex, Built 1930	R-2
1203	219 MLK		0.31	Jordan Griffin	Cypress	Vacant	R-2
1195	MLK		0.75	Timothy Ard	Crockett	Vacant	R-2
462	MLK	Lots 1-4	0.31	Aundrea Simpson & Eugene Taylor	Crockett	Commercial Building currently used as barn, built 1940	R-2
<b>Acres:</b>			<b>7.14</b>				

## Attachment B to Planning Zoning Commission Final Report

### Recommended Zoning Changes by Parcel from M-Manufacturing to R-Residential for Strip of Properties between MLK and Sycamore/Sycamore ROW, South of W. Goliad and North of Burleson

Parcel	Address	Depot Addition Blk & Lot (if applicable)	Acres	Owner	Owner Address	Current Use	Zone Change
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#### Between Johnson and W. Bell - 8 Parcels, including Block 2 of Depot Addition (Recommend changing parcels in north portion of this block close to Johnson to R-2 and keeping parcels in south portion of block close to W. Bell as M.)

7584	500 S Sycamore	N 1/2 Lots 13 & 14	0.09	Cecelia Gardner	Same	Vacant (Single Family Home Destroyed by Fire Summer of 2023)	R-2
9742	502 S Sycamore	S 1/2 Lots 13 & 14	0.09	Wiley Sean	Crockett	Residential - Single Family Home, Built 1920	R-2
1198	Johnson	Lots 11 & 12	0.18	Cecelia Gardner	Crockett	Vacant	R-2
24464	MLK	Lots 4-11	0.54	Aundrea L. Simpson	Crockett	Vacant	R-2
1171	110 W Bell	Lots 15 & 16	0.18	Rosie Washington	Crockett	Vacant	Remain M
24942	106 W Bell	Lots 17 & 18	0.18	Vincent Batts Sr	Crockett	Commercial Bldg - Heavy Auto Repair (Manufacturing Dist), Built 1960	Remain M
1202	MLK	Lot 3	0.08	Barbara Barton	Crockett	Vacant	Remain M
3048	W Bell	Lots 1 & 2	0.15	W D Collins Jr EST c/o Frances C Baker	Crockett	Vacant	Remain M
<b>Acres:</b>			<b>1.49</b>				

## Attachment B to Planning Zoning Commission Final Report

### Recommended Zoning Changes by Parcel from M-Manufacturing to R-Residential for Strip of Properties between MLK and Sycamore/Sycamore ROW, South of W. Goliad and North of Burleson

Parcel	Address	Depot Addition Blk & Lot (if applicable)	Acres	Owner	Owner Address	Current Use	Zone Change
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#### Between W. Bell and Painter - 6 Parcels, including Block 3 of Depot Addition (Recommend keeping entire block as M unless property owners want to change to R-2.)

9150	109 W Bell	W Lots 7 & 8	0.22	Greater St Paul Baptist Church	Crockett	Vacant	Remain M
9168	107 W Bell	E Lots 7 & 8	0.15	Willie Z Lewis EST	Unknown	Residential - Single Family Home, Built 1936 (Will be recommending demolition to B&S)	Remain M
26046	S Sycamore	Lot 9	0.15	Wiley Sean	Crockett	Vacant	Remain M
1170	105 W Bell (borders Sycamore & MLK and W Bell & Painter)	Lots 3-6 & 10 & E 1/2 11 & 12	0.93	Wiley Sean	Crockett	Large Commercial Building on Lots 3-6, Year Built Unknown (old John Deere Equip location); Vacant on Lots 10-E 1/2 of 12 (MLK side)	Remain M
2900	618 S Sycamore	W 1/2 Lots 11 & 12	0.15	Clark Family Trust c/o Jerald D Clark	San Diego, CA	Vacant	Remain M
1196	105 W Bell	Lots 1 & 2	0.31	Wiley Sean	Crockett	Vacant	Remain M
<b>Acres:</b>			<b>1.91</b>				

## Attachment B to Planning Zoning Commission Final Report

### Recommended Zoning Changes by Parcel from M-Manufacturing to R-Residential for Strip of Properties between MLK and Sycamore/Sycamore ROW, South of W. Goliad and North of Burleson

Parcel	Address	Depot Addition Blk & Lot (if applicable)	Acres	Owner	Owner Address	Current Use	Zone Change
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#### Between Painter and Hall - 1 Parcel (consists of entire block); Recommend Changing Entire Block to R-3

468	MLK		2.8	Arnold Cotton Co (under expired sales contract to Lee Barnes)	Crockett	Vacante (Potential buyer has verbally expressed to City Administrator desire to build residential structures.)	R-3
			<b>Acres: 2.80</b>				

#### Between Hall and Burleson - 11 Parcels; Recommend Changing Entire Block to R-3

6200	109 W Hall St		0.57	Joe E Houston	Missouri City, TX	Vacant	R-3
7097	806 Sycamore		0.13	Paul W Robbins	Crockett	Vacant	R-3
4763	808 Sycamore		0.25	Clarence W Jefferson & Gloria Baker	Cedar Hill, TX	Vacant	R-3
5718	808 Sycamore		0.09	Clarence W Jefferson & Gloria Baker	Cedar Hill, TX	Vacant	R-3
9427	810 Sycamore		0.11	Natural Concepts LLC	Austin, TX	Vacant	R-3
1941	108 Burleson		0.20	Patricia Hatch Batts	Crockett	Residential - Mobile Home (SUP approved 2018)	R-3
8841	803 MLK		0.50	Cornelius Weaver	Tyler, TX	Vacant	R-3
35010	MLK		0.15	H C Langrum EST	Unknown	Vacant	R-3
35012	Burleson		0.10	Williams Lipscomb & Willie Mae Jordan	Unknown	Vacant	R-3
10101	102 Burleson		0.24	Kimberley A Soria	Crockett	Residential - Single Family Home, Year Built Unknown	R-3
11897	MLK		0.25	Albertine Jones EST	Crockett	Vacant	R-3
			<b>Acres: 2.59</b>				

## WATCH COMMUNICATIONS

### VERTICAL ASSET LEASE

THIS AGREEMENT (the "Lease") is entered effective the 10th day of July, 2025, between City Of Crocket, Texas ("Lessor") and WATCH Broadband Texas, LLC ("Lessee").

WHEREAS, Lessor owns properties located at 107 Farm to Market 2110, Crocket, Texas (the "Real Property"), also known to Lessee as; Crockett Water Tower;

WHEREAS, Lessee desires to use the tower at the Real Property in the conduct of its business. Lessee desires to use a RAD on the tower ("the Tower Space") for the installation of fixed wireless access ("FWA") and microwave backhaul equipment;

WHEREAS, Lessee desires to locate a cabinet for the installation of equipment at the base of the Lessor's tower, or locate equipment within the Lessor's hut ("Hut"), (the Tower Space, Hut and the Real Property are collectively referred to as the "Premises");

WHEREAS. Lessor is willing to permit such use on the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. **Use.** The Lessee may use the Premises for the purpose of providing Internet and any related services ("Services") through the transmission and reception of wireless radio signals ("Signals"). Such use includes, but is not limited to the installation, mounting, and maintenance of radios, switches, routers, antennas, cabling, and any other items required ("Equipment") to provide the Services. Lessee may place the Equipment within a footprint that is necessary to provide the Services on the Premises. Lessee may not post any signs at the Premises without the written permission of Lessor. Lessee is granted the right to use spectrum bands including but not limited to 900MHz, 2.4GHz, CBRS, 4.9GHz, 5GHz, 6GHz, 11Ghz, 18Ghz and 60 Ghz on the Premises.

2. **Term.** This Lease shall commence on the date first written above ("Commencement Date") and shall run for a period of three (3) years.

3. **Renewal.** The Lease shall be automatically extended for four (4) additional one (1) year renewal terms unless Lessor/Lessee gives written notice to the other party of its desire to terminate not later than 90 days prior to the termination of the then current Term. Lessee may terminate this agreement with 90 (ninety) days' notice to Lessor if any part of the Premises are unfit for use or Lessee deems that any part of the premises pose a danger to Lessee's personnel or for economic reasons.

4. **Consideration.** As consideration for the use of the Premises as provided for herein, Lessee shall provide to Lessor: Watch will provide three (3) free trade high speed internet service. Any customer premise equipment provided to Lessor as a consideration for the use of the Premises shall remain the exclusive property of Lessee. (Locations to be provided by Lessor below)

1. IT Williams Park – 1101 MLK Blvd

2. Porth Ag Arena – 1102 Edmiston Drive

3. Davy Crockett Park- 812 Brazos

5. **Interference.** The Lessee shall not use, nor shall it permit its properly approved Employees, invitees, or agents to use, any portion of the Premise in any way which interferes with the operations of Lessee/Lessor or others currently using the Premises. Lessee shall, upon written notice from Lessor, terminate said interference. Lessor agrees to prohibit any New Lessee (as hereinafter defined), its employees, invitees or agents from using the Premises in a way which interferes with the normal operations of Lessee's signal or equipment, as permitted under the terms of this Lease. A New Lessee is defined as any lessee, who enters into an agreement with Lessor to lease or otherwise use space at the Premises on or after the date the Lessee begins using the Premises.

6. **Restrictions on Use.** Lessee shall conform to applicable laws and regulations of any public authority affecting the Premises and Lessee's use thereon and assume, at Lessee's sole expense, any costs of such compliance including any fines or penalties, except in those cases where said fine or penalties are caused by the willful act or gross negligence of the Lessor, in which case said costs shall be paid by the Lessor. The Lessee shall obtain all federal, state and local permits and licenses necessary to operate under this Lease. Lessee shall operate the Equipment in compliance with the rules and regulations of the Federal Communications Commission and any other applicable licensing authority.

7. **Improvements.** Lessee shall have the right, at its expense, to install and maintain the Equipment. The Equipment shall remain the exclusive property of Lessee, or such other owner of the Equipment as the Lessee may designate, and Lessee shall have the right to remove it following any termination of this Lease. After removal of the Equipment, Lessee shall restore those certain Premises which it utilized under the terms of this Lease to their original condition at the time of its initial utilization, normal wear and tear excepted.

8. **Utilities.** Lessee shall be solely responsible for cost of the electrical utilities used to power Lessee's Equipment. Lessee may, but is not obligated to, have its own utility meter installed in a mutually agreed upon location, and will request that Tenant's utility usage is billed directly to Lessee by the applicable utility company. If separate metering is not commercially reasonable (as determined by Lessee), then Lessee may install a utility sub meter on Lessor's main utility meter, which Lessor shall read and bill to Lessee on a monthly basis (without mark-up) for Lessee's utility consumption and provide Lessee with documentation to substantiate all invoiced amounts. If Lessee installs a sub-meter, then Lessee's actual utility usage charges shall be paid by Lessee to Lessor (each without mark-up) within sixty (60) days following Lessee's receipt of an undisputed invoice and documentation substantiating all invoiced amounts. Lessor grants to Lessee and its utility providers non-exclusive easement(s) for utilities, including, without limitation, fiber optic cabling and electrical power as may be reasonably necessary for utilization of Lessee's Equipment at the Premises ("Easement"). The Parties acknowledge and agree that independent third-party providers of utility services, including but not limited to, fiber, gas, electric and telephone, may utilize the Easements. If required by any such third-party provider.

9. **Lessor's Use.** It is understood that Lessor also utilizes the Premises, and Lessee's use is restricted to locations available upon the Premises as determined solely by Lessor; provided, however, that Lessor shall, at all times during the term of this Lease, allow Lessee to utilize the facilities in a manner consistent with the purpose of this Lease.

10. **Access.** Lessor shall provide Lessee a non-exclusive easement during the term of this Lease for ingress, egress, and access to the any portion of the Premises at which Equipment is located at no additional charge. Access to the Premises authorized by this Lease is restricted to Lessee and such other personnel or contractors necessary for the operation or maintenance of the Equipment. Lessee shall have access to the Premises 24 hours/day, 7 days/week, 365 days/year for the purpose of maintenance and repairs.

a. Lessor shall give Lessee at least seven days' notice of its need to perform maintenance to the Premises when such maintenance could possibly interfere with or affect the Equipment, except in case of an emergency, in which notice shall be given as soon as practically possible.

b. Lessee shall give Lessor at least 24 hours' notice of its need to perform maintenance to the Equipment, except in case of an emergency, in which notice shall be given as soon as practically possible.

11. **Taxes.** Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Lessee's Equipment. Lessor shall be responsible for any real or personal property taxes assessed on, or any portion of such taxes attributable to, the Premises.

12. **Insurance.** Lessee will provide comprehensive general liability insurance in a minimum aggregate amount of one-million-dollars (\$1,000,000), and name Lessor as an additional insured on the policy or policies. Lessee may satisfy this requirement by obtaining appropriate endorsements to any umbrella policy of liability insurance Lessee may maintain. Lessee will furnish evidence of such insurance in the form of a Certificate of Insurance upon request by Lessor.

Lessor shall be responsible for insuring and shall at all times during the terms of any applicable Term carry a policy of insurance which insures the improvements and structures comprising the Premises against loss or damage by fire or other casualty deemed appropriate by Lessor in such amount as would be sufficient to repair or replace the Premises in the event of such loss or damage; provided, however, Lessor's obligations hereunder may be fulfilled by a policy provided by Lessor or Lessor's landlord.

14. **Destruction of Premises.** If any portion of the Premises is destroyed or damaged so as, in Lessee's judgment, to hinder the effective use of the Equipment, Lessee may elect to terminate this Lease as of the date of the damage. Lessor shall not be responsible for repair or replacement of any Equipment, which may be damaged or destroyed or for any other damages, consequential or direct, which may result from damage or destruction to Lessee's Equipment, except is those cases where said damage is caused by the willful act or gross negligence of the Lessor. Lessor is not required to restore any premises destroyed by whatever reason in which case the Lessee shall have the option to terminate the portion of the lease affected.

15. **Indemnification.** Lessee shall indemnify and hold Lessor harmless from any and all liability, damage, expense (including attorneys' fees and costs), cause of action, suits, claims or judgments by any reason whatsoever caused or arising out of Lessee's occupancy or use of the Premises, except as may arise solely out of the willful act or gross negligence of Lessor.

16. **Breach.** In the event of any breach of any provision of this Lease by Lessee or Lessor, the breach shall be deemed a default, entitling Lessor/Lessee, to terminate this lease or seek any other remedy available at law or equity, after Lessor/Lessee has delivered to other party written notice of the breach and a demand that the same be remedied immediately; provided that Lessee/Lessor shall not be in default after receipt of written notice, if Lessee/Lessor cures the breach within thirty (30) days after receipt of written notice (the "Cure Period"). Upon termination, Lessee agrees to promptly remove all of its equipment from the Premises and return the Premises to their original condition at the time of leasing, normal wear and tear excepted.

17. **Liens.** Lessee shall not suffer or permit any lien to be filed against its leasehold interest in the Premises or any improvement thereon by reason of work, labor, services or materials performed or supplied to Lessee. If any such lien is filed against Lessee's leasehold interest or any improvements thereon, Lessee shall cause the same to be discharged of record within thirty (30) days after the date of filing the same unless other arrangements are authorized in writing by Lessor. Lessee shall indemnify Lessor for any costs, damages or expenses (including attorneys' fees) incurred as a result of the filing of such liens or in obtaining their discharge whether such costs, damages or expenses were incurred prior or subsequent to Lease termination.

18. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing, provided that notices given pursuant to Paragraph 9 may be verbal. Any written notice shall be deemed given if personally delivered or delivered by fax, email, mailed, certified mail, return receipts requested, or sent by overnight carrier to the following addresses:

If to Lessor in person, by USPS, or other courier:

Crockett City Hall  
Attn: Payables  
200 N. 5th Street  
Crocket, Texas 75835

If by electronic mail: [standleyl@crocketttxas.org](mailto:standleyl@crocketttxas.org)

If to Lessee in person, by USPS, or other courier:

Watch Broadband Texas  
ATTN: Payables  
250 Grandview Drive, Suite 175  
Fort Mitchell, KY 41017

If by electronic mail: [Payables@corp.watchcomm.net](mailto:Payables@corp.watchcomm.net)

19. **Successors and Assigns.** This Lease shall run with the Premises described and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

20. **Quiet Enjoyment.** Lessor represents and warrants that it is the owner of the Premises. Lessor covenants that at all times during the term of this Lease, or any renewal thereof, Lessee's quiet enjoyment of the Premises shall not be disturbed as long as Lessee is not in default beyond any applicable grace or cure period. In the event the Premises is encumbered by a mortgage, deed of trust, or other lien, Lessor agrees to assist Lessee in obtaining a non-disturbance and attornment instrument for each such mortgage, deed of trust or other lien.

21. **Marking and Lighting.** Lessee shall have no responsibility with respect to compliance with FAA requirements for marking and lighting the Tower. Lessor shall indemnify and hold Lessee harmless from any liabilities arising from the failure of the Tower to comply with all such requirements. Should Lessee be cited because the Premises is not in compliance and, should Lessor fail to cure the conditions of noncompliance, Lessee may either terminate this Lease or proceed to cure the conditions of noncompliance at Lessor's expense, which amounts may be deducted from the rent.

22. **Hazardous Substances.** Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Real Property in violation of any law or regulation. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (defined below) on, under, about or within the Real Property in violation of any law or regulation and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Real Property 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 attorney's 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 petroleum or any petroleum product, asbestos, any substance known by the state in which the Real Property is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Lease.

23. **Entire Agreement.** This Lease 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 amendments to this Lease must be in writing and executed by both parties.

24. **Interpretation.** This Lease shall be construed in accordance with the laws of the State the tower is located in. If any term or portion of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms or portions of this Lease, which shall continue in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this agreement as of \_\_\_\_\_, 2025.

LESSOR:

LESSEE:

City of Crockett Texas

WATCH Broadband Texas, LLC

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Tommy Della Rocco, Chief Operating Officer